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

DUBLIN
CALIFORNIA

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

## Regular Meeting of the

# DUBLIN CITY COUNCIL

**Tuesday, February 1, 2022**

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

**Closed Session 6:00 PM**
**Regular Meeting 7:00 PM**

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

Additional Meeting Procedures Available During the COVID-19 Pandemic

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

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

• Fill out an online speaker slip available at www.dublin.ca.gov. The speaker slip will be made available at 10:00 a.m. on Tuesday, February 1, 2022. Upon submission, you will receive Zoom link information from the City Clerk. Speakers slips will be accepted until the staff presentation on an agenda item ends, or until the public comment period on non-agenda items is closed.

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

• When the agenda item upon which the individual would like to comment is addressed, the City Clerk will announce the speaker in the meeting when it is their

time to give public comment. The speaker will then be unmuted to give public comment via Zoom.

## CLOSED SESSION 6:00 PM

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

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

## REGULAR MEETING 7:00 PM

## 1. CALL TO ORDER AND PLEDGE OF ALLEGIANCE

## 2. REPORT ON CLOSED SESSION

## 3. ORAL COMMUNICATIONS

### 3.1 Recognition of Dublin's 40th Anniversary

The City Council will recognize the 40th anniversary of Dublin's incorporation and receive an original poem performed by the City's Poet Laureate.

**STAFF RECOMMENDATION:**
Recognize the City's anniversary and receive the presentation.
Staff Report
Attachment 1 - February 1, 1982 City Council Meeting Agenda and Minutes

### 3.2 Employee Introduction

New City of Dublin Staff member, Taryn Gavagan Bozzo, Special Projects Manager with the City Manager's Office, will be introduced.

**STAFF RECOMMENDATION:**
Welcome the new City of Dublin Staff member.
Staff Report

### 3.3 Public Comment

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

## 4. CONSENT CALENDAR

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

### 4.1 Approval of the January 11, 2022, Regular City Council Meeting Minutes

The City Council will consider approval of the minutes of the January 11, 2022, Regular City Council Meeting.

**STAFF RECOMMENDATION:**

Approve the minutes of the January 11, 2022, Regular City Council Meeting.

Staff Report

Attachment 1 - January 11, 2022 Regular City Council Meeting Minutes

### 4.2 City Proclamations for the Month of February

The City Council will consider the following proclamations for the month of February in the City of Dublin: American Heart Month, Black History Month, and National Teen Dating Violence Awareness and Prevention Month.

**STAFF RECOMMENDATION:**

Approve the proclamations.

Staff Report

Attachment 1 - American Heart Month Proclamation

Attachment 2 - Black History Month Proclamation

Attachment 3 - Teen Dating Violence Awareness and Prevention Month Proclamation

### 4.3 Declaration of Weeds and Combustible Debris Abatement

The City Council will consider declaring that there is a public nuisance created by weeds and combustible debris growing and accumulating upon the streets, sidewalks and property within the City of Dublin.

**STAFF RECOMMENDATION:**

Adopt the Resolution Declaring Weeds and Combustible Refuse a Public Nuisance and Ordering the Abatement Thereof; direct Staff to notify the public of the adoption of this Resolution; and schedule a public hearing for the April 5, 2022 City Council meeting at which time the City Council will hear and consider objections to this abatement order.

Staff Report

Attachment 1 - Resolution Declaring Weeds and Combustible Refuse a Public Nuisance and Ordering the Abatement Thereof

### 4.4 Approval of 2022 City of Dublin Legislative Platform

The City Council will consider approving the 2022 Legislative Platform, which guides the City's response to potential and pending legislation, policies, programs, grant funding opportunities, ballot measures, mandates, and budgets at all levels of government.

**STAFF RECOMMENDATION:**

Adopt the Resolution Approving the 2022 City of Dublin Legislative Platform.

Staff Report

Attachment 1 - Resolution Approving the 2022 City of Dublin Legislative Platform

Attachment 2 - Exhibit A to the Resolution - 2022 City of Dublin Legislative Platform

**4.5 Commercial Façade Improvement Grant Program Agreements for Dublin Cyclery and Hair Emporium**

The City Council will consider approving Commercial Façade Improvement Grant Program Agreements for two businesses: Dublin Cyclery and Hair Emporium. The businesses have requested participation in the program to assist with improvements to the building's exterior signage.

**STAFF RECOMMENDATION:**

Adopt the Resolution Approving Commercial Façade Improvement Grant Program Agreements Between the City of Dublin, Dublin Plaza, and Dublin Cyclery; and the City of Dublin, Dublin Plaza, and Hair Emporium.

Staff Report

Attachment 1 - Resolution Approving Commercial Facade Improvement Grant Program Agreements Between the City of Dublin, Dublin Plaza, and Dublin Cyclery; and the City of Dublin, Dublin Plaza, and Hair Emporium

Attachment 2 - Exhibit A to the Resolution - Commercial Facade Improvement Grant Program Agreement Between the City of Dublin, Dublin Plaza, and Dublin Cyclery

Attachment 3 - Exhibit B to the Resolution - Commercial Facade Improvement Grant Program Agreement Between the City of Dublin, Dublin Plaza, and Hair Emporium

**4.6 Renewal of the Tri-Valley Tourism Marketing District**

The City Council will consider renewing the City of Dublin's participation in the Tri-Valley Tourism Marketing District and grant consent to the City of Pleasanton, the District's lead jurisdiction, to renew the Tri-Valley Tourism Marketing District.

**STAFF RECOMMENDATION:**

Adopt the Resolution Granting Consent to the City of Pleasanton to Renew the Tri-Valley Tourism Marketing District.

Staff Report

Attachment 1 - Resolution Granting Consent to the City of Pleasanton to Renew the Tri-Valley Tourism Marketing District

Attachment 2 - Exhibit A to the Resolution - Tri-Valley Tourism Marketing District Map

Attachment 3 - Tri-Valley Tourism Marketing District Management District Plan

Attachment 4 - City of Pleasanton Resolution No. 22-1267

**4.7 Resolution in Support of Bay Adapt: Regional Strategy for a Rising Bay**

The City Council will consider adopting a Resolution in Support of Bay Adapt: Regional Strategy for a Rising Bay. This item is in response to a January 11, 2022, Item 9 request.

**STAFF RECOMMENDATION:**

Adopt the Resolution in Support of Bay Adapt: Regional Strategy for a Rising Bay.

Staff Report

Attachment 1 - Resolution In Support of Bay Adapt: Regional Strategy for a Rising Bay

Attachment 2 - Bay Adapt Executive Summary

**4.8 Maintenance Agreement for Downtown Gateway Sign at 7944 Dublin Boulevard with VP-RPG Dublin, LLC**

The City Council will consider approving the Maintenance Agreement for Downtown Gateway Sign at 7944 Dublin Boulevard with VP-RPG Dublin, LLC, to allow the City of

Dublin to operate and maintain a Downtown Gateway Sign located at 7944 Dublin Boulevard.

**STAFF RECOMMENDATION:**

Adopt the **Resolution** Approving the Maintenance Agreement for Downtown Gateway Sign at 7944 Dublin Boulevard Between the City of Dublin and VP-RPG Dublin, LLC.

Staff Report

Attachment 1 - Resolution Approving the Maintenance Agreement for Downtown Gateway Sign at 7944 Dublin Boulevard

Attachment 2 - Maintenance Agreement for Downtown Gateway Sign

**5. WRITTEN COMMUNICATION – None.**

**6. PUBLIC HEARING – None.**

**7. UNFINISHED BUSINESS**

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

The City Council will consider approving an Implementation Plan for the Community Task Force on Equity, Diversity, and Inclusion's recommendations. Staff reviewed the recommendations for their policy, personnel, and cost implications and then categorized them into four categories: Approve, Modified, Reject, and Further City Council Direction Required. The proposed implementation plan includes those recommendations categorized as Approve or Modified.

**STAFF RECOMMENDATION:**

Receive the report, provide direction on requested items, and approve the Implementation Plan.

Staff Report

Attachment 1 - Matrix of Approve Recommendations

Attachment 2 - Matrix of Modified Recommendations

Item 7.1 - PowerPoint Presentation

**8. NEW BUSINESS – None.**

**9. OTHER BUSINESS**

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

**10. ADJOURNMENT**

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

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

*Mission*

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

Agenda Item 3.1

# STAFF REPORT
## CITY COUNCIL

DATE: February 1, 2022

TO: Honorable Mayor and City Councilmembers

FROM: Linda Smith, City Manager

SUBJECT: Recognition of Dublin's 40th Anniversary
*Prepared by: Colleen Tribby, Assistant City Manager*

## EXECUTIVE SUMMARY:

The City Council will recognize the 40th anniversary of Dublin's incorporation and receive an original poem performed by the City's Poet Laureate.

## STAFF RECOMMENDATION:

Recognize the City's anniversary and receive the presentation.

## FINANCIAL IMPACT:

None.

## DESCRIPTION:

On November 3, 1981, within the proposed boundaries of a new city, Alameda County voters passed Measure A to incorporate Dublin and elect its first City Councilmembers. At the time, the area was populated with approximately 16,000 people, of which 5,952 were registered voters. The measure passed 2,131 to 641.

Dublin officially became incorporated on February 1, 1982, and the first meeting of the City Council was held that evening in Dublin High School's Little Theater (agenda and minutes provided as Attachment 1). In that first year, Mayor Pete Snyder and Councilmembers Burton, Hegarty, Jeffery, and Moffatt passed 24 ordinances and adopted 63 resolutions that would lay the foundation for the governance and operation of the City of Dublin.

In celebration of its 40th anniversary, the City will be hosting a variety of events, activities, and exhibits throughout the year, including a community celebration to kick off the annual St. Patrick's Day Festival in March, and a gala event in the summer. Staff is currently working with the ad hoc committee of Mayor Hernandez and Vice Mayor Josey, and in collaboration with the Dublin Historical Society, to plan certain events.

Tonight's recognition of Dublin's 40th year of cityhood includes a reception preceding the City Council meeting, and the reading of an original work by the City's Poet Laureate, James Morehead.

## STRATEGIC PLAN INITIATIVE:

None.

## NOTICING REQUIREMENTS/PUBLIC OUTREACH:

The City Council Agenda was posted.

## ATTACHMENTS:

1) February 1, 1982 City Council Meeting Agenda and Minutes

# AGENDA

## First Meeting of the

## Dublin City Council

February 1, 1982
7:30 P. M.

Dublin High School
Little Theatre

1. Call to order by Supervisor Don Excell, Temporary Chairman.
2. Presentation of colors by Dublin Rotary and Lions Clubs, Pledge of Allegiance.
3. Invocation by the Reverend Mr. James Griffes.
4. Oaths of office: Judge Mark Eaton
5. Election of Mayor.

   Presentation of gavel to Mayor by Temporary Chairman.
6. Election of Mayor pro-tempore.
7. Remarks by Mayor and Councilmembers.
8. Remarks by members of the audience.
9. Resolution of appointment - City Clerk.
10. Resolution of appointment - City Treasurer.
11. Resolution of appointment - City Attorney.
12. NEW BUSINESS

    12.1 Adoption of ordinance providing that all County ordinances to remain in effect.

    12.2 Resolution fixing amount of bond for City Clerk and City Treasurer.

    12.3 Resolution establishing rules for the conduct of City Council meetings.

    12.4 Adoption of ordinance designating the place of regular Council meetings.

12. NEW BUSINESS - con't.

12.5 Resolution requiring the posting of ordinances.

12.6 Introduction of ordinance establishing a special gas tax street improvement fund.

12.7 Adoption of ordinance imposing a documentary transfer tax on transfers of real property.

12.8 Introduction of ordinance creating the position of City Administrator.

12.9 Introduction of ordinance creating a Planning Agency [Planning Commission].

12.10 Resolution requesting California Highway Patrol to continue to provide traffic enforcement.

12.11 Introduction of ordinance providing salary for members of City Council.

12.12 Report re liability insurance coverage.

12.13 Resolution authorizing interim administrative official to arrange for office rent, office equipment and supplies and clerical assistance.

13. WRITTEN COMMUNICATIONS

13.1 From Dublin San Ramon Services District, Fire Department, re sale of fireworks in City.

13.2 From Alameda County Training and Employment Board re CETA training and employment.

13.3 From the Housing Authority-City of Pleasanton re fire protection coverage to the new Arroyo Vista complex.

13.4 Resolutions from the City of Newark and Dublin San Ramon Services District - congratulations upon the incorporation of the City of Dublin.

14. MISCELLANEOUS

15. ADJOURNMENT

MEETING FOR INCORPORATION

CITY OF DUBLIN

February 1, 1982

The first meeting of the City Council of the City of Dublin was called to order by temporary Chairman, Supervisor Don Excell, at 7:30 p.m., with remarks of congratulations to those present, Councilmembers and members of the audience on this historic occasion. The meeting was held in the Little Theatre, Dublin High School, 8151 Village Parkway.

Supervisor Excell indicated that this is a happy and historic occasion. To begin with this is going to be run like no other Council Meeting you ever saw. I want to show you folks that this is a marvelous City, a friendly City, and I will tell you how I am going to do that -- this is a little unusual. I would like to have you all stand up please, now if you will just shake hands with your neighbors round about and not take too much time. Okay we don't want to get too friendly, let's not overdo it. We have someone who wants to make a presentation. It's the Dublin Rotary and Lions Clubs and they are going to make a presentation at this time.

PRESENTATION OF COLORS
PLEDGE OF ALLEGIANCE

On behalf of the Dublin Rotary Club we would like to present this flag of California to the City Council, the City of Dublin with good luck and good fortune in the days and years ahead. On behalf of the Dublin San Ramon Lions Club I would like to present this Flag, at this time, and I have a second reason for being proud to be up here this evening. I moved to this area in 1927 and I think tht if someone had told me, in 1927, that 55 years later I would be presenting a flag to the City of Dublin I don't think anyone would believe me. I also think it is appropriate at this time to present this flag because its symbolic of several things that are taking place this evening. One of these is that we have the opportunity to choose the type of community that we want to live in, and we've also had the privilege to elect those that we wish to represent us. So with that I would like to wish you, the Council, the very best of luck and it is my pleasure to present this flag to you at this time.

PLEDGE OF ALLEGIANCE

Cm. Linda Jeffery lead in the salute to the Flag.

INVOCATION

The invocation was given by Reverend Mr. James Griffes.

OATH OF OFFICE

Judge Mark Eaton, the newest member of the Superior Court in Alameda County, is here to administer the Oath. I would like to have a hand to congratulate him for his new position. I wish you all very well, happiness and luck. Thank you.

ELECTION OF MAYOR

At this time the Chair will entertain a motion for the office of Mayor. Cm. Jeffery nominated Pete Snyder for the office of Mayor. Any discussion? Well then all those in favor say aye, opposed, it is unanimous. Congratulations.

Before this goes any further I would like to make a couple of presentations of my own now that I have a captive audience so just wait a minute. First, here's the gavel for you Mr. Mayor, that's from Darlene and I to the City. Then for you personally is this little plaque, that you can hang on your wall as the first Mayor of Dublin. Now the thing is that you will notice under the first Mayor is blank, but I've already paid to have the inscription put on it if you will just take it over that will be fine.

I didn't want to leave anybody out so I have a couple of other things here, this is a proclamation by Alameda County making February 1st, Dublin Day. Just in case some time you might get a City Hall and you would want to have something to hang in it here is the Commendation from the Board of Supervisors to the City of Dublin, the people of Dublin, and here is a copy of the Proclamation. I want to thank you all for the opportunity to be here tonight.

Mayor Snyder stated it certainly has been a pleasure to have Supervisor Excell open this meeting on a most joyous and historical event in the community and the city life of Dublin.

ELECTION OF MAYOR PRO-TEMPORE

Do we have nominations for that office? Cm. Burton, Mr. Chairman I move that Pete Hegarty be Vice Mayor pro-tempore. It has been moved by Cm. Burton that the nomination of Cm. Hegarty be placed in order. Cm. Jeffery, I move the nominations be closed. It has been moved the nominations be closed. Second to the motion. Any discussion on the motion? Those in favor of the motion-Aye, those in favor of the elction of the Mayor pro-tempore. Unanimous.

REMARKS BY MAYOR & COUNCILMEMBERS

Mayor Snyder stated remarks should begin with thanks, and I suppose all of us are very thankful for the opportunity immediately to be of

service to this great community of Dublin. I know I have loved it ever since the day that my wife and my family moved here, some 20 years ago, and we never have disenjoyed a day in this great community. I would like to thank, also, my fellow councilmembers and with all humility that I could show for the opportunity to be able to serve not only you, as a community, but as the Chairman for their various meetings. I would like to thank Supervisor Don Excell for being here this evening, and his generous presentations, and his willingness to open this meeting and get us off on the right foot. Now I would like to also thank the Lions and the Rotarian, Lion Val Hathaway, and Rotarian Bob Elliott for the grateful presentation of the flags to this community. I think it is only, as was indicated, so symbolic of not only a great community, in a great state, in a great country that these were presented by members of two of the world's greatest service organizations.

I would like to thank the Reverend Griffes for his fine invocation this evening and to get us off on the right foot in somebody else's eyes. Judge Mark Eaton for administering the oath, this evening. I have already said to the electorate of Dublin how thankful I am to you to be able to serve, at least for the first 26 months that we are a City of Dublin.

You know the pioneers of Dublin would be proud now, as the current residents of Dublin, I am sure are proud, and as the future residents will be proud. We are in a situation right now that is not unlike 1776, except that no violence because of a democratic society has been undertaken to create a new form of government in our community. And that means that we really understand the true needs for change when we feel that change should be appropriate.

Politics is considered the art of compromise, and I think that we would ask for a compromise from all quarters to see that the City of Dublin is truly a great city. Many things should be accomplished in the near future, especially in working together. I know that we are capable of accomplishing this feat because of the business community and the residents of this community, and the support that they have shown in the past. We need to look to the future for future developments, both commerical and residential.

Not too long ago in the media it was stated that Dublin would become one of the wealthiest cities in the State of California, and I would like to state to you unequivocally, right now, that I think Dublin was very wealthy before it ever was a City. It's

wealth is in the people that make up it's residency. Without those individuals there would be no direction for the future of this community. Thank you and we certainly appreciate your attendance this evening and I would like to call upon each one of our Councilmembers to address you so that you might not only hear a few words from them, but might become more familiar with who you are going to deal with in the future.

Cm. Jeffery: I feel that we have been remiss in that nobody has mentioned Supervisor Excell's green tie. Dublin is known for their green and he came appropriately dressed and I thank you for that.

This morning I woke up and looked out my window and I said "hey there's a City out there", but you know Dublin is more than buildings and land, Dublin is people. It's our neighbors, it's your family, it's my family, WE are Dublin. And together WE are going to build a new City, and I say that because I am hoping that every one of you become very involved in what is going to happen this next year. We are going to be making a lot of very substantial decisions about our future. I think we should all be involved, and all talking about these things, so I hope to see all of you at our Council Meetings. They will be in a very small room, but we will have other kinds of things where we can all get involved in, and you know how to get in touch with us anyway. We are all very visible in the Community.

Lastly I would just like to say thank you to all of you who have entrusted me with this responsibility. I intend to be as fair as possible and I hope my ears are bigger than they have ever been because I want to hear from all of you. I thank you very much.

Cm. Hegarty: Good evening, the honorable Judge Eaton, Supervisor Don Excell, Supervisor Charles Santana, the honorable Mayor Snyder, my fellow Councilmen, Mayor Mercer, and all other distinguished guests in the room, and especially to you the citizens of Dublin. For this evening would not be Dublin's first City Council meeting if you the residents did not get out and vote. You voted for Cityhood, and it came about. I also think that we should thank all those who have not been mentioned, who have worked so hard during those years of working on incorporation. There were many out there who worked very, very hard. They are not mentioned, but they worked hard. The five Councilmembers know who they are, and they know who they are, and we owe them an awful lot of thanks.

This day was long in coming, we had to struggle for it, but it is here. The trust that the people of Dublin have put into the five of us City Councilmembers I can assure you that I will work for your behalf. I am sure that if you work with us, if you do not go back into apathy, and you stay active, keep us on our toes we will make the City of Dublin the emerald of this valley. With that there are many things that have to be done this evening. I want to thank everyone for all that they have done for Dublin in making this day come about. Thank you!

Paul Moffatt: Thank you very much. This is kind of a hard act to follow. Most of the people have mentioned all of the things that I would like to have said, but they have done it so much better. Anyway the few close remarks that I would like to make is that, to those who have encouraged me along the political path I would like to express my gratitude. For those, the people of the City of Dublin, I would like to reaffirm my committment, and to the new mayor, Mr. Snyder, I would like to wish him well. With that thank you very much.

Dave Burton: Thank you Mayor. Some of you may wonder what this is sitting up here in front. These are not pep pills. President Reagan had set some kind of a pattern by having jelly beans on his table, and we thought with all the things we have ahead of us as Council it would be only appropriate for us to have the extra strength Tylenol, so that is our symbol.

Tonight is a very wonderful occasion, there are many many people and it has been said here before that have worked so hard over the years to accomplish what we are doing tonight. I think that the main thing that I would like to remind us all is that Dublin is a proud community. We have always been proud, we have been proud of our history, and it has been exemplified by the hard work that people have done to preserve it. We have been proud of our community because we have grown as a basic community that has both commercial and residential. We are proud of our institutions, because not only with the community as a commercial base it also has a very strong church and related institutions which is important as a community. No question about it, Dublin can be proud of it's sports programs. When you figure out that one out of every five people play soccer, that live in Dublin, that is some kind of a record. I think that we can be very proud of the people that have worked in that area of our community, and made us proud.

REMARKS BY MAYOR &
COUNCILMEMBERS Cont.

We are proud of our schools, we have beautiful schools, we have people that are leaders in the schools, have been leaders in the community and the kids and the young people that are in schools here are proud that they are Dublin schools. I am sure that we can share that with them.

Then we can be proud of the City that we now have. I think that is a marvelous thing that is happening and we can now add to all this pride that we are finally a City. As it was mentioned before I expect Dublin will probably be one of the best financed. I know it won't be the wealthiest but it will be the best financed cities, and if we are careful we can have the most attractive city in the whole State. As far as it being attractive to shop in and attractive to live in. I am looking forward to that coming about. It is going to take some time. We the people have a real thanks to give. I have been responsible for a lot of the things that have come about in this incorporation and I have to tell you this that there was one man who made it happen. We have had a lot of lip service over the years, we have had a lot of rhetoric over the years about yes Dublin, but there was always some catch to it. Tonight I would like to recognize a man who really made it happen so that we are sitting here tonight incorporating the City of Dublin, our Supervisor Don Excell. Let's give him a hand. He made it happen and we are grateful for it Don.

I thank you all very much for the opportunity to serve in the City Council of Dublin and it is going to be a great time. I know that you are all going to be proud of the way the City comes out.

Mayor Snyder: One group that I neglected to thank, and that is the group that makes it all possible for us to be meeting together in a room like this this evening and that's Joan King, and Dublin High School, and the Amador Valley Joint Union High School District, and we would certainly be condensing if we didn't give thanks to them for the use of this room this evening. Thank you very much.

GREETINGS

Greetings from Gib Marguth, Assemblyman from the 15th District.

REMARKS FROM AUDIENCE

Mayor Ken Mercer of Pleasanton: It was unanimous amonsgt the Council members, and the Mayor of Pleasanton that Dublin should be its own city, and the citizens have the vote to decide what form of government they wanted, that we didn't feel it was our job to annex any part of the county that had this magnitude of population, and residential and commercial development. I am just really pleased that you have elected to have your own form of government. I am really pleased to see that you had really good people that came out and ran for office.

Linda, I think it is terrific that they keep mentioning you first. That won't last too much longer, I guarantee it. If you don't keep speaking up they won't even mention you after a little while so don't let the womens lib thing go to your head, but don't let them walk on you either.

On behalf of the City of Pleasanton we want to congratulate all of you as citizens. We want to especially congratulate you as the new Mayor, we want to offer our assistance in whatever way we can help you. I am sure that there are going to be a number of joint committees that we are going to need to establish to solve a lot of these problems and I think that the City of Pleasanton stands ready and all we are waiting for you to do is put your feet on the ground and come and ask us and we will be able to assist you in whatever way we possibly can. Once again congratulations.

Mr. Fred Drena: I would like to take this opportunity to congratulate the newly elected City Council. I am the guy that didn't make it, but I think it is wonderful. I wish them all the best of luck. My good friend Pete Snyder, who got me involved in the City Government, who has been rewarded as Mayor, congratulations Pete. I encourage you all to do a good job because I will see you in 26 months.

Eddie Jo Mack: I would like to say that I'm the lady that didn't make it, but I think I made it because I am still going to be working with the group and they all know I call them the first thing in the morning about 6:30 a.m. and woke them up. After all that celebration they weren't too pleased. I just wanted to say to them that I am still in there. I didn't start out just to be Councilman, I started out to help Dublin and I am still there so all you have to do is call me.

Supervisor Santana: First let me take this opportunity to congratulate each and every one of you here. As we all know it takes a team, a team of folks to keep this act together, and of course with the support of the community I am sure that the City of Dublin is in good hands. Let me add this that we all give a credit to Don Excell, but I will tell you what put this City together. It was those doggone diamond lanes, they got tired of travelling back and forth, that brought everything to a head.

Citizen: I just want to say its done and over with, but I feel that the man who got the most votes was not elected mayor.

Mayor Snyder: I guess when I talked about politics and the art of compromise that is a part of that art. It is not really within our dealing right now. This was an action unanimously of five members, that's their deliberation. I think it is appropriate after if you want to question each one of those about their motivation about why anything was done.

Citizen: It was my understanding that normally the guy that gets the most votes wins.

Mayor: I would like to point out to you the fact that Quentin Kopp won in San Francisco, but is not the Chairman of the Board of Supervisors today. There is no mandate on a ballot of that kind that dictates anything of that sort. I am sure there are disappointments in many quarters, and we all recognize that. Like I say, it was a deliberation of five individual people, how they would come to some conclusion about what they wanted to have happen. I would find it really best for you to question each one of those, and see what their deliberations were, why they decided what they wanted to do.

Citizen from Castro Valley:

May I give you an Irish blessing, since this is the City of Dublin:

> May the road rise with you,
> May the wind always be at your back,
> and may God carry you always in the
> palm of His hand.

RECESS

The Mayor then declared a short recess.

On motion of Cm. Jeffery, seconded by Cm. Burton, the following resolution was passed unanimously:

RESOLUTION NO. 1-82

A RESOLUTION APPOINTING THE CITY CLERK
(Dorothy Hock)

On motion of Cm. Burton, seconded by Cm. Moffatt, the following resolution was passed unanimously:

RESOLUTION NO. 2-82

A RESOLUTION APPOINTING THE CITY TREASURER
(George Gaekle)

On motion of Cm. Hegarty, seconded by Cm. Burton, the following resoluton was passed unanimously:

RESOLUTION NO. 3-82

A RESOLUTION APPOINTING THE CITY ATTORNEY
(Michael Nave)

NEW BUSINESS

On motion of Cm. Moffatt, seconded by Cm. Jeffery and by unanimous votes, reading of the ordinance was waived.

On motion of Cm. Burton, seconded by Cm. Hegarty, the following urgency ordinance was adopted unanimously:

ORDINANCE NO. 1

AN ORDINANCE OF THE CITY OF DUBLIN PROVIDING FOR
COUNTY ORDINANCE TO REMAIN IN EFFECT

On motion of Cm. Jeffery, seconded by Cm. Moffatt, the following resolution was passed unanimously:

RESOLUTION NO. 4-82

A RESOLUTION ORDERING THE CITY CLERK AND CITY
TREASURER TO EXECUTE A BOND AND SETTING THE
AMOUNT THEREOF

NEW BUSINESS Cont.

On motion of Cm. Jeffery, seconded by Cm. Hegarty, the following resoluton was passed unanimously:

RESOLUTION NO. 5-82

A RESOLUTION ESTABLISHING RULES FOR THE CONDUCT OF MEETINGS OF THE CITY COUNCIL OF THE CITY OF DUBLIN

Prior to adoption of the resolution several changes were made to reflect the Council's wish regarding use of the word "closed" instead of "executive" sessions in Section 1. (c); Section 11. (e) a motion to reconsider any action taken by the Council may be made at any time.; Section 17. Special Committees, shall be appointed by the Presiding Officer subject to approval of the City Council.

* * *

On motion of Cm. Moffatt, seconded by Cm. Jeffery, and by unanimous vote, reading of the ordinance was waved.

On motion of Cm. Moffatt, seconded by Cm. Burton the ordinance was adopted.

ORDINANCE NO. 2

AN ORDINANCE OF THE CITY OF DUBLIN DESIGNATING THE PLACE OF REGULAR CITY COUNCIL MEETINGS (Dublin Library, 7606 Amador Valley Blvd.)

* * *

On motion of Cm. Jeffery, seconded by Cm. Burton, the following resolution was passed unanimously:

RESOLUTION NO. 6-82

A RESOLUTION RE POSTING OF ORDINANCES

All ordinances will be posted a) at the office of the City Clerk, 6500 Dublin Blvd., Suite 218; Dublin Library, 7606 Amador Valley Blvd.,; office of the Dublin San Ramon Services District, 7051 Dublin Blvd.

* * *

On motion of Cm. Burton, seconded by Cm. Jeffery, an ordinance was introduced, the reading waived which would establish a special gas tax street and improvement fund, motion passed unanimously.

* * *

On motion of Cm. Moffatt, seconded by Cm. Jeffery, and by unanimous vote, reading of the ordinance was waived.

On motion of Cm. Burton, seconded by Cm. Jeffery, and by unanimous vote the ordinance was adopted.

ORDINANCE NO. 3

AN ORDINANCE OF THE CITY OF DUBLIN IMPOSING A DOCUMENTARY TRANSFER TAX ON TRANSFERS OF REAL PROPERTY LOCATED WITHIN THE CITY OF DUBLIN

* * *

Discussion was then held on a proposed ordinance creating the position of City Administrator. A motion was made by Cm. Jeffery to introduce the ordinance and waive the first reading; motion died for lack of a second.

A motion was made by Cm. Moffatt to refer the ordinance to a special committee for discussion, motion died for lack of a second.

A motion was made by Cm. Burton to set the matter for a work session, the ordinance needs further discussion, motion died for lack of a second, motion later withdrawn.

A motion made by Cm. Burton, seconded by Cm. Moffatt, to introduce the ordinance, waive the reading, and refer the matter to a work sesssion, passed with Cm. Moffatt dissenting.

After some further discussion, it was decided to set the item for a work session before the City Council to be held on Monday, February 8, 1982, in the Library.

* * *

On motion of Cm. Jeffery, seconded by Cm. Burton, and by unanimous vote, an ordinance was introduced and the first reading waived, providing for establishment of a Planning Agency for the City of Dublin, consisting of a Planning Commission.

It was also decided to publicize the need for interested parties to apply for membership on the Planning Commission, and a motion of Cm. Hegarty, seconded by Cm. Burton, to place an ad in the local papers failed by a 2-3 vote, Cm. Jeffery, Moffatt and Mayor Snyder dissenting.

It was decided to rely upon newspaper stories and word of mouth for citizens who might be interested in serving on the Planning Commission.

NEW BUSINESS Cont.

On motion of Cm. Jeffery, seconded by Cm. Burton, and by unanimous vote, the following resolution was passed:

RESOLUTION NO. 7-82

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUBLIN REQUESTING THE CALIFORNIA HIGHWAY PATROL TO CONTINUE TO PROVIDE TRAFFIC ENFORCEMENT WITHIN THE CITY

* * *

On motion of Cm. Jeffery, seconded by Cm. Moffatt, and by unanimous vote, an ordinance was introduced and the first reading waived, providing for a salary for members of the City Council.

* * *

A brief report was given by the City's insurance broker (Cooper, McKenzie & Murphy) stating that he had obtained an insurance binder to protect the City as of 12:01, February 1, 1982.

On motion of Cm. Burton, seconded by Cm. Moffatt, and by unanimous vote, the Council approved the action in obtaining an insurance binder for liability insurance and designating the firm of Cooper, McKenzie & Murphy as the City's insurance broker

* * *

On motion of Cm. Moffatt, seconded by Cm. Hegarty, and by unanimous vote the following resolution was passed:

RESOLUTION NO. 8-82

A RESOLUTION AUTHORIZING INTERIM ADMINISTRATIVE OFFICIAL TO ARRANGE FOR OFFICE RENT, OFFICE EQUIPMENT AND SUPPLIES AND CLERICAL ASSISTANCE

* * *

WRITTEN COMMUNICATION

Mr. Gaekle: The first one is a letter from the Dublin San Ramon Services District Fire Department, signed by Chief Phillips, it has to do with the sale of fireworks within the City limits of Dublin. As I understand it fireworks have been sold previously because the county permitted this in the unincorporated area. Cities around the state, in increasing number, have opted to ban the sale of fireworks, as I believe Pleasanton and Livermore have done. With that I would like to defer to Chief Phillips.

Chief Phillips: The actual problem is that today is the witching day under the County Ordinance to begin accepting applications for the sale of the so called "safe and sane" fireworks. We have been contacted by the manufacturers representatives. I had asked them to hold back since the City would not form until today and hopefully wait until the end of February till the City could make some type of decision relative to what they wanted to do about fireworks.

I am under a permanent Court Order to follow the County Ordinance, but by the time fireworks would be sold 120 days of normal procedures as far as the Councils responsibility in adopting the County Ordinances would have passed. So I don't know, at this stage, what you want. I believe you don't need to take any action tonight, but something is going to have to be done relatively soon.

City Attorney Michael Nave indicated that the matter of fireworks and the prevention of fires is a matter of public safety. Chief Phillips may be unaware of the fact that the Government Code permits us in the cases of public safety to enact an emergency ordinance, which you may do tonight prohibiting the sale of fireworks, or you may defer until a subsequent meeting if you so desire and adopt an ordinance in a regular course of business giving representatives of the firework industry, what have you, an opportunity to be heard on the matter. As far as the City is concerned you may act tonight, if it is your desire to prohibit the sale of fireworks, or you may wait and perhaps introduce your ordinances tonight and have the action of the ordinance put over to a subsequent meeting to allow public comment.

Councilman asked if the City of Dublin say puts in the ordinance that we are not going to have fireworks sold in Dublin that does not keep the fireworks out of Dublin does it?

Chief Phillips: To some degree it will, but obviously not 100%.

Councilman, in the past how many fires in June and July would you attribute to the "safe and sane" fireworks?

Chief Phillips: There is a minimal number, I can't give you the exact count tonight, but it is a minimal number that we are able to trace back to those particular fireworks. The problem is that they bring the dangerous type with them, because a lot of people will buy them. They are bootlegged, however, they begin to pass down to other people who don't know the difference between what's legal and what isn't. They also bring sales people into the community

who locate somewhere near the "safe and sane" fireworks stands and sell the illegal fireworks, and we have had experience with that on several occasions.

Councilman: Would you say the "safe and sane" fireworks are not the problem, but it is the bootleg fireworks that are the problem?

Chief Phillips: Well no, there is a problem with the "safe and sane", but they bring the bootlegged fireworks into the community - one leads to another. We simply do not believe in either type of fireworks.

I really have to point something else out to you, there is a piece of legislation that should be heard any time in the State Senate SP999, if that legislation passes our discussion here is moot, you will be forced to sell them in the community, in which case we will have to look at some type of ordinance covering it. We don't know where it stands, it went through the first session of the Legislature, was held over to the second session and it just has not come up for hearing yet.

Cm. Burton: I feel that it has been a tradition with some of the non-profit organizations to use that as a fund raiser, we should then make our decision if we are going to make it in an expeditious manner. The other part I would like to suggest is that we have an opportunity for public input with proper notice. So that if there is a reason for justifying the sale of "safe and sane" fireworks then at least they have had an opportunity to send it to us.

A motion was made by Cm. Burton that we put the subject of "safe and sane" fireworks on our next agenda with proper public notice that it is going to appear and that there will be opportunity for public input, seconded and passed unanimously.

Cm. Jeffery: I was reading the County Ordinance on this and it states that every application for a permit should be accompanied by a fee, is the county now collecting fees for this in lieu of permission?

Dublin San Ramon Service District is collecting the fees.

Cm. Moffatt: I think in response I would like to hear the other side of the story.

* * *

A letter from Alameda County Training and Employment Board and Associated Community Training Action Program first of all congratulating you on becoming a City, second a request that you join this organization, which is a consortium of local governments. They say that the Alameda County Training Employment Board is the prime sponsor that administers programs which provide job training and employment opportunities for unemployed, underemployed and economically disadvantaged persons under a mandate from CETA, funded by the U.S. Department of Labor.

Secondly, as a community action agency, they grant funds to community based organizations so that they may provide services to the poor in order to help alleviate the causes and consequences of poverty. They ask that you contact the executive director so that he can come and give you a thorough overview of the agency and what actions it would take to join the consortium.

Cm. Jeffery: I was just curious, did they mention in any communication with you what cost would be on something like this, what our obligation would be?

Cm. Burton: I think we ought to have them come out, to explain.

Mr. Gaekle was requested to arrange a meeting for discussion of the proposal.

* * *

From the Pleasanton Housing Authority-City of Pleasanton with regard to fire protection coverage to the new Arroyo Vista Complex.

Mr. Gaekle explained the Housing Authority will within the next few months begin operation of phase I of their new development Arroyo Vista, which is the reason for this letter. They would like to know what your intention is, and what the future goal of the City of Dublin is with respect to fire protection in the Arroyo Vista Complex. When will this service begin, and what form would it take? They want to know what you think about this?

As a matter of fact for some time the City of Pleasanton has been responding to fires in the area. I have had a conversation with the City Manager of Pleasanton who says that his desire is to stop doing that now that you are a City. So that raises a question which will require some study and thought on how this might be accomplished

WRITTEN COMMUNICATIONS Cont.

Chief Phillips: We received a copy of this letter shortly after the City received it from the Housing Authority. Because there was no City Council there was nothing that could really be done legally since it lies outside the boundaries of my district. However, my planning Division Commander has been working on the program for about thirty days, so that if you wish us to protect it and reach some agreement with my Board we can move rather quickly into Arroyo Vista and provide fire protection to the area. Again since it is outside of the boundaries of the district some type of agreement will have to be worked out between City and District.

Mayor Snyder: I wonder if you would agree that we ask Mr. Gaekle and the Pleasanton Housing Authority, DSRSD, and the City of Pleasanton to come forward with a plan in the near future that we can deal with and hopefully as rapidly as possible, agreed.

* * *

Resolutions of congratulations from the City of Newark and the Dublin San Ramon Services District Board of Directors in dealing with the newly formed City of Dublin.

* * *

MISCELLANEOUS

Juanita Tygn, Member of Audience: Mr. Mayor, I would like to suggest that the Council consider appointing a Senior from the High School to represent the youth of the community at the Council Meetings.

Mayor Snyder: That is something I am sure that we can put on the agenda and discuss.

Cm. Burton: I am a member of the Board of Directors of the Chamber of Commerce and I am asking whether or not anyone on the Council feels that I should not retain that Job? Board members of the Chamber of Commerce would like me to stay on that, does anyone have any objections?

Mayor Snyder: I have no problem with it, as long as there is no conflict somewhere down the line.

Member of Audience: What type of public access are we going to have to the City Councilmembers and what portion of the City Council members represent what portion of Dublin?

MISCELLANEOUS Cont.

Mayor Snyder: All five City Councilmembers represent every section of Dublin. You have open access as far as I know to any member. Either through the City Office or by public information that will be available to you to contact them as individuals, the phone numbers will be available in the City Office for the time being, and I would imagine it's been the habit of the Press, at least recently, to periodically publish the names, and phone numbers of individuals concerned with various governmental agencies in the area.

* * *

Terry Schullerts, Member of Audience: Is the agenda of the meeting to be posted ahead of time so that people know what and where?

They always would be available at the City Office, just as it had been in the past with the School District, you could go to the City Office and pick up a copy of the Agenda or at the Library. The regular meetings are the first and third Mondays at 7:30 p.m.

* * *

A question was asked re Dublin's population. The registar voters will count up the number of registered voters and will certify the results to the State Controller. When that figure is multiplied by 3 it will serve as the tentative population which the State will use for per capata allocation of certain State subventions. We think it will be approximately 18,000, but we don't know exactly.

ADJOURNMENT

There being no further business to come before the Council the meeting was adjourned at 9:55 p.m. Next regular meeting will be February 16, 1982.

APPROVED Peter W. Snyder
Mayor

ATTEST Dorothy Rock
City Clerk

Agenda Item 3.2

# STAFF REPORT
## CITY COUNCIL

DATE: February 1, 2022

TO: Honorable Mayor and City Councilmembers

FROM: Linda Smith, City Manager

SUBJECT: Employee Introduction
*Prepared by: Marsha Moore, MMC, City Clerk*

### EXECUTIVE SUMMARY:

New City of Dublin Staff member, Taryn Gavagan Bozzo, Special Projects Manager with the City Manager's Office, will be introduced.

### STAFF RECOMMENDATION:

Welcome the new City of Dublin Staff member.

### FINANCIAL IMPACT:

None.

### DESCRIPTION:

New City of Dublin Staff member, Taryn Gavagan Bozzo, Special Projects Manager with the City Manager's Office, will be introduced to the City Council.

### STRATEGIC PLAN INITIATIVE:

None.

### NOTICING REQUIREMENTS/PUBLIC OUTREACH:

The City Council Agenda was posted.

### ATTACHMENTS:

None.

DUBLIN
CALIFORNIA

# STAFF REPORT
## CITY COUNCIL

Agenda Item 4.1

DATE: February 1, 2022

TO: Honorable Mayor and City Councilmembers

FROM: Linda Smith, City Manager

SUBJECT: Approval of the January 11, 2022, Regular City Council Meeting Minutes
*Prepared by: Marsha Moore, MMC, City Clerk*

## EXECUTIVE SUMMARY:

The City Council will consider approval of the minutes of the January 11, 2022, Regular City Council Meeting.

## STAFF RECOMMENDATION:

Approve the minutes of the January 11, 2022, Regular City Council Meeting.

## FINANCIAL IMPACT:

None.

## DESCRIPTION:

The City Council will consider approval of the minutes of the January 11, 2022, Regular City Council Meeting.

## STRATEGIC PLAN INITIATIVE:

None.

## NOTICING REQUIREMENTS/PUBLIC OUTREACH:

The City Council Agenda was posted.

## ATTACHMENTS:

1) January 11, 2022 Regular City Council Meeting Minutes

# MINUTES OF THE CITY COUNCIL OF THE CITY OF DUBLIN

Regular Meeting: January 11, 2022

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

## CLOSED SESSION 6:00 PM

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

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

## REGULAR MEETING 7:00 PM

## REGULAR MEETING

A regular meeting of the Dublin City Council was held on **Tuesday, January 11, 2022**, via Zoom Communications. The meeting was called to order at 7:00 PM., by Mayor Hernandez.

### 1) CALL TO ORDER AND PLEDGE OF ALLEGIANCE

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

### 2) REPORT ON CLOSED SESSION

Mayor Hernandez reported there was no reportable action thus far in Closed Session, and continued Closed Session to the end of the Regular City Council meeting.

## 3) ORAL COMMUNICATIONS

### 3.1) Employee Introduction

The City Council welcomed new Dublin Staff members, Anthony Calvo, Recreation Coordinator and Kim Bonato, Senior Office Assistant with Parks and Community Services, and Janice Spuller, Senior Office Assistant with the City Manager's Office.

### 3.2) 2021 Sponsor Recognition

The City Council recognized the sponsors who contributed to City events, programs, and facilities in 2021.

### 3.3) Recognition of the 2021 "Deck the Homes" Holiday Home Decorating Contest Winners

The City Council presented Certificates of Recognition to the 2021 "Deck the Homes" Holiday Home Decorating Contest winners.

### 3.4) Public Comment

Tom Evans provided public comment.

John Heath provided public comment.

Shirley Lewandowski provided public comment.

Jeanine Gillengerten provided public comment.

## 4) CONSENT CALENDAR

*The City Council pulled items 4.2 and 4.4 from the consent calendar for further discussion.*

4.1) Approved the December 21, 2021 Special and Regular City Council Meetings Minutes.

4.3) Approved the Adopt-a-Bench program.

4.5) Adopted Resolution No. 03-22 titled, "Approving Funding Recommendations for Fiscal Year 2021-22 for the Youth Advisory Committee Mini Grant Program."

4.6) Received the Payment Issuance Report and Electronic Funds Transfers listing of payments issued from December 1, 2021 - December 31, 2021 totaling $8,816,835.54.

4.7) Adopted Resolution No. 04-22 titled, "Finding That There Is a Proclaimed State of Emergency; Finding That Meeting in Person Would Present Imminent Risks to the Health or Safety of Attendees as a Result of the State of Emergency; and Authorizing Remote Teleconferenced Meetings of the Legislative Bodies of the City of Dublin for the 30-Day Period Beginning January 11 Pursuant to AB 361."

4.8) Directed staff to proceed with securing and decorating a float to be used by the City Council during the St. Patrick's Day Parade.

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

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

## 4.2 Approval of Grant Agreement with the Three Valleys Community Foundation

Susan Houghton, Three Valleys Community Foundation, addressed the City Council.

On motion by Vice Mayor Josey, seconded by Councilmember Kumagai, and by unanimous vote the City Council adopted Resolution No. 01-22 titled, "Approving the Grant Agreement Between the Three Valleys Community Foundation and the City of Dublin."

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

## 4.4 Dublin Camp Parks Military History Center Memorandum of Understanding

Garrison Commander, Colonel Serena Johnson, addressed the City Council.

On motion by Vice Mayor Josey, seconded by Councilmember Kumagai, and by unanimous vote the City Council adopted Resolution No. 02-22 titled, "Approving a Memorandum of Understanding Between the City of Dublin and Parks Reserve Forces

Training Area Regarding Joint Operation of the Dublin Camp Parks Military History Center."

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

5) WRITTEN COMMUNICATION – None.

6) PUBLIC HEARING – None.

7) UNFINISHED BUSINESS

7.1 Community Workforce Agreement with the Building and Construction Trades Council of Alameda County and Affiliated Unions

The City Council received a presentation and asked clarifying questions regarding a Community Workforce Agreement with the Building and Construction Trades Council of Alameda County and affiliated unions.

Brian Werner provided public comment.

Juanita Douglas provided public comment.

Nicole Goehring provided public comment.

Steve Fagrey provided public comment.

Sergio Cortez provided public comment.

Cherie Marini provided public comment.

Glenn Lovall provided public comment.

Jennifer Fothergill provided public comment.

Eric Christen provided public comment.

Greg Bonato provided public comment.

Dean Salinas provided public comment.

Joe Lubas provided public comment.

Scott Mullins provided public comment.

Joseph D'Amico provided public comment.

Ed Duarte provided public comment.

Pedro Gonzales provided public comment.

Maurice Turner provided public comment.

Brian Gini provided public comment.

On motion by Councilmember Kumagai, seconded by Mayor Hernandez, and by a 4-0-1 vote, with Councilmember Hu abstaining, the City Council adopted Resolution No. 05-22 titled, "Approving the Community Workforce Agreement between the City of Dublin and the Building and Construction Trades Council of Alameda County and its Affiliated Unions," including the approved amendment to Exhibit A, adding the following language to section 10.2.1: Notwithstanding the foregoing, Contractor may employ an apprentice that is enrolled in a California state-approved apprenticeship program other than a Joint Apprenticeship Training Program provided that (i) the apprentice is a Local Resident, (ii) the Contractor previously requested a Local Resident apprentice from the applicable Joint Apprenticeship Training Committee and one was not provided, and (iii) the apprentice counts toward the maximum number of Core Workers allowed to the Contractor on the Project under Section 8.4.1.

| | |
|---|---|
| **RESULT:** | **ADOPTED [4-0-1]** |
| **MOVED BY:** | Shawn Kumagai, Councilmember |
| **SECOND:** | Melissa Hernandez, Mayor |
| **AYES:** | Hernandez, Kumagai, Josey, McCorriston |
| **ABSTAIN:** | Dr. Sherry Hu |

## 8) NEW BUSINESS

### 8.1) Draft 2022 City of Dublin Legislative Platform

The City Council received a report on the Draft 2022 Legislative Platform, which guides the City's response to potential and pending legislation, policies, programs, grant funding opportunities, ballot measures, mandates, and budgets at all levels of government. This will be brought back at a future meeting as a consent item to be considered for adoption.

9) OTHER BUSINESS

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

By consensus, the City Council directed Staff to send a letter of support and bring back a Resolution at a future meeting signing on with the Regional Strategy for the Rising Bay.

CLOSED SESSION - CONTINUED

Mayor Hernandez adjourned the meeting to Closed Session at 9:37 p.m.

10) ADJOURNMENT

Mayor Hernandez reported there was no reportable action out of Closed Session and adjourned the Regular meeting at 10:16 p.m.

_____
Mayor

**ATTEST:**

_____
City Clerk

Agenda Item 4.2

# STAFF REPORT
## CITY COUNCIL

DATE: February 1, 2022

TO: Honorable Mayor and City Councilmembers

FROM: Linda Smith, City Manager

SUBJECT: City Proclamations for the Month of February
*Prepared by: Cierra Fabrigas, Executive Aide*

## EXECUTIVE SUMMARY:

The City Council will consider the following proclamations for the month of February in the City of Dublin: American Heart Month, Black History Month, and National Teen Dating Violence Awareness and Prevention Month.

## STAFF RECOMMENDATION:

Approve the proclamations.

## FINANCIAL IMPACT:

None.

## DESCRIPTION:

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

1. American Heart Month
2. Black History Month
3. Teen Dating Violence Awareness and Prevention Month

## STRATEGIC PLAN INITIATIVE:

None.

## NOTICING REQUIREMENTS/PUBLIC OUTREACH:

The City Council Agenda was posted.

## ATTACHMENTS:

1) American Heart Month
2) Black History Month
3) Teen Dating Violence Awareness and Prevention Month

# *A PROCLAMATION OF THE CITY COUNCIL CITY OF DUBLIN, CALIFORNIA*

*"American Heart Month"*

*WHEREAS, February is designated as American Heart Month, to encourage Americans to focus on their hearts and encourage them to get their families, friends, and communities involved; and*

*WHEREAS, the first American Heart Month was proclaimed by President Lyndon B. Johnson in February 1964; and*

*WHEREAS, the first Friday of every February is federally designated as American Heart Month and the nation comes together by igniting a wave of red from coast to coast; and*

*WHEREAS, heart disease is the number one killer of women, killing more women than all forms of cancer combined; and*

*WHEREAS, the American Heart Association's Go Red For Women® movement motivates women to learn their family history and to meet with a healthcare provider to determine their risk for cardiovascular diseases and stroke; and*

*WHEREAS, the City of Dublin encourages involvement in American Heart Month by spreading the word about preventing heart disease and living heart-healthy lives.*

*NOW, THEREFORE, BE IT RESOLVED that the Dublin City Council does hereby proclaim February 2022 as "American Heart Month" and encourages citizens to meet with their healthcare providers to learn the risks for cardiovascular disease and stroke.*

*DATED: February 1, 2022*

Mayor Melissa Hernandez

Vice Mayor Jean Josey

Councilmember Sherry Hu

Councilmember Shawn Kumagai

Councilmember Michael McCorriston

# *A PROCLAMATION OF THE CITY COUNCIL CITY OF DUBLIN, CALIFORNIA*

*"Black History Month"*

*WHEREAS, during Black History Month we celebrate the contributions African Americans have made to American economic, cultural, spiritual, and political development; and*

*WHEREAS, the City of Dublin recognizes and values diversity, equity, and inclusion within our community; and,*

*WHEREAS, in 1916, Dr. Carter Goodwin Woodson, noted Black scholar and son of former slaves, founded the Association for the Study of African American Life and History; and*

*WHEREAS, Dr. Woodson initiated Black History Week on February 12, 1926, and for many years, the second week of February, chosen to coincide with the birthdays of Frederick Douglas and Abraham Lincoln, was celebrated by African Americans in the United States; and*

*WHEREAS, in 1976, as part of the nation's bicentennial, Black History Week was expanded and became Black History Month, and is now celebrated all over North America; and*

*WHEREAS, the City of Dublin understands that African Americans have endured egregious discrimination and bigotry throughout the course of our Nation's history, conflicting with the core values of the City of Dublin; and*

*WHEREAS, Black History Month is a time when all citizens are encouraged to reflect on past successes and challenges of Black communities, and to look to the future to ensure freedom, equity, and inclusiveness.*

*NOW, THEREFORE, BE IT RESOLVED, that the Dublin City Council does hereby proclaim February 2022 as Black History Month in the City of Dublin and encourages all citizens to celebrate our diverse heritage and culture.*

*DATED: February 1, 2022*

Mayor Melissa Hernandez

Vice Mayor Jean Josey

Councilmember Sherry Hu

Councilmember Shawn Kumagai

Councilmember Michael McCorriston

# *A PROCLAMATION OF THE CITY COUNCIL CITY OF DUBLIN, CALIFORNIA*

*"Teen Dating Violence Awareness and Prevention Month"*

*WHEREAS, February is Teen Dating Violence Awareness and Prevention Month; and*

*WHEREAS, Teen Dating Violence is an issue that impacts everyone – not just teens – but their parents, teachers, friends, and communities as well; and*

*WHEREAS, during Teen Dating Violence Awareness and Prevention Month, youth.gov aims to break the cycle of violence by providing support and services to victims, their families, and their communities; and*

*WHEREAS, nearly half of teens who experience dating violence report that incidents of abuse took place in a school building or on school grounds; and*

*WHEREAS, by providing young people with education about healthy relationship skills and by changing attitudes that support violence, we recognize that dating violence can be prevented; and*

*WHEREAS, the City of Dublin is joining forces with victims and service providers, Dublin Police Services, and concerned citizens throughout Dublin to observe and raise awareness around Teen Dating Violence Awareness and Prevention Month.*

*NOW, THEREFORE, BE IT RESOLVED that the Dublin City Council does hereby proclaim February 2022 as "Teen Dating Violence Awareness and Prevention Month" in the City of Dublin and encourages discussions with family members and peers to promote awareness and prevention of teen dating violence.*

*DATED: February 1, 2022*

Mayor Melissa Hernandez

Vice Mayor Jean Josey

Councilmember Sherry Hu

Councilmember Shawn Kumagai

Councilmember Michael McCorriston

Agenda Item 4.3

DUBLIN
CALIFORNIA

# STAFF REPORT
## CITY COUNCIL

DATE: February 1, 2022

TO: Honorable Mayor and City Councilmembers

FROM: Linda Smith, City Manager

SUBJECT: Declaration of Weeds and Combustible Debris Abatement
*Prepared by: Bonnie Terra, Division Chief*

## EXECUTIVE SUMMARY:

The City Council will consider declaring that there is a public nuisance created by weeds and combustible debris growing and accumulating upon the streets, sidewalks and property within the City of Dublin.

## STAFF RECOMMENDATION:

Adopt the **Resolution** Declaring Weeds and Combustible Refuse a Public Nuisance and Ordering the Abatement Thereof; direct Staff to notify the public of the adoption of this Resolution; and schedule a public hearing for the April 5, 2022 City Council meeting at which time the City Council will hear and consider objections to this abatement order.

## FINANCIAL IMPACT:

None.

## DESCRIPTION:

In accordance with Dublin Municipal Code section 5.7.030, the City Council may declare that there is a public nuisance created by weeds and combustible debris growing or accumulating upon the streets, sidewalks and property within the City of Dublin. With this declaration, the Fire Chief or his designee is required to notify property owners of the nuisance conditions and demand that the conditions be abated without delay. If the abatement is not completed, the City of Dublin shall, at the expense of the owner, have the weeds and refuse removed.

The proposed public hearing date will be April 5, 2022 with the intention on allowing for the abatement process to be completed prior to June 24, 2022. Starting the process at this time will allow for Staff to complete the process within the time frame while still abiding by the City's applicable ordinances.

## STRATEGIC PLAN INITIATIVE:

None.

## NOTICING REQUIREMENTS/PUBLIC OUTREACH:

The City Council Agenda was posted.

## ATTACHMENTS:

1) Resolution Declaring Weeds and Combustible Refuse a Public Nuisance and Ordering the Abatement Thereof

**RESOLUTION NO. XX – 22**

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

**DECLARING WEEDS AND COMBUSTIBLE REFUSE A PUBLIC NUISANCE AND ORDERING THE ABATEMENT THEREOF**

**WHEREAS,** Government Code Section 39502 et. Seq. authorizes the legislative body of a city to adopt an Ordinance to provide for the abatement of weeds and combustible refuse; and

**WHEREAS,** the Alameda County Fire Department is under contract to provide services and exercise the powers common to the City of Dublin; and

**WHEREAS,** The City of Dublin did adopt Ordinance No. 13-97, adding Chapter 5.70 of the Dublin Municipal Code [Weeds and Refuse] providing for the abatement of weeds and refuse.

**NOW, THEREFORE, BE IT RESOLVED** that the City Council of the City of Dublin Pursuant to section 5.70.030 of the Dublin Municipal Code, the Alameda County Fire Department and the City of Dublin hereby declare as public nuisances all weeds and refuse growing or accumulating upon the streets, sidewalks, and property as defined in section 5.70.030, in the City of Dublin.

**BE IT FURTHER RESOLVED** that the fire Chief, or his designee, shall cause notice to be given to the public in the form and manner provided in sections 5.70.030 and 5.70.040 of the Dublin Municipal Code, notifying said public of the passage of this Resolution and further that on April 5, 2022 at 7:00 p.m., the City Council of the City of Dublin will conduct a public hearing to hear and consider objections to this abatement order.

**PASSED, APPROVED AND ADOPTED** this 1st day of February 2022, by the following vote:

**AYES**:

**NOES**:

**ABSENT**:

**ABSTAIN**:

_____
Mayor

**ATTEST**:

_____
City Clerk

Agenda Item 4.4

# STAFF REPORT
## CITY COUNCIL

DATE: February 1, 2022

TO: Honorable Mayor and City Councilmembers

FROM: Linda Smith, City Manager

SUBJECT: Approval of 2022 City of Dublin Legislative Platform
*Prepared by: John Stefanski, Assistant to the City Manager*

### EXECUTIVE SUMMARY:

The City Council will consider approving the 2022 Legislative Platform, which guides the City's response to potential and pending legislation, policies, programs, grant funding opportunities, ballot measures, mandates, and budgets at all levels of government.

### STAFF RECOMMENDATION:

Adopt the **Resolution** Approving the 2022 City of Dublin Legislative Platform.

### FINANCIAL IMPACT:

None.

### DESCRIPTION:

Each year the City Council approves a Legislative Platform that includes the goals, strategies, and priorities for organizing the City's legislative advocacy efforts. At the January 11, 2022, meeting, the City Council reviewed and provided comments on the draft 2022 Legislative Platform and had no proposed revisions or edits.

The Legislative Platform has remained substantially unchanged over the past six years. However, the 2022 Legislative Platform includes several modifications, which are discussed below.

The guiding principles for the City's legislative advocacy efforts have been updated to include revised language around local control as well as a reference to the City's existing Mission, Vision, Values, and policies. These principles now include:

- Preserving and/or increasing local government discretion
- Promoting or enhancing revenue sources
- Advancing existing City Mission, Vision, Values, and policies

The 2022 Legislative Platform identifies specific Public Policy Priorities for the following categories:

1. General Administration
2. Fiscal Sustainability
3. Community and Economic Development
4. Transportation and Public Works
5. Public Safety
6. Parks and Community Services
7. Climate and Environment
8. Technology and Cyber Security

These priorities will further guide the positions and advocacy efforts the City will take on all relevant legislation, policies, programs, grant funding opportunities, ballot measures, mandates, and budgets.

The 2022 Legislative Platform includes the following updated or new Public Policy Priority categories:

- An updated Parks and Community Services category, which include new priorities revolving around social services and mental health services.
- The Technology and Cyber Security Category which articulate priorities around the deployment of next generation technological infrastructure as well as legislation and funding to support efforts to increase capacity to protect against cyber security attacks.

Other new Public Policy Priorities to the Platform include supporting legislation that:

- Addresses the functional impracticalities of AB361 while providing a permanent teleconference option available for Brown Act legislative bodies to hold public meetings.
- Grants the City additional flexibility in the use of ARPA funding.
- Provides for more stable and equitable long-term funding sources for transportation.
- Leverages local funds to the maximum extent possible to implement transportation improvements through grants and partnerships with regional, state, and federal agencies.
- Supports expanded opportunities for high occupancy vehicles (HOV), managed lane policies, improved enforcement, new technology deployment, and reducing congestion and delay along freeways.
- Supports innovative rail connectivity projects which aim to address the jobs/housing/transit imbalance (i.e., Valley Link).
- Supports alternative crisis response programs for mental health, substance abuse, or homelessness-related calls for emergency service.
- Increases available financial assistance to local non-profit and community-based organizations who provide social services and mental health services to residents in need.

Other changes to the platform include the removal of the following priority:

- Oppose legislation that seeks to repeal revenue collection or divert funds from the Road Repair and Accountability Act of 2017 (SB1). This priority is no longer relevant as there are no current attempts to repeal SB1.

Additionally, Staff consolidated several of the priorities listed in the Climate and Environment section to reduce redundancy.

It should be noted that the list of Public Policy Priorities is not exhaustive. In those instances where potential legislation, policies, programs, grant funding opportunities, ballot measures, mandates, and budgets do not fit with the specific Public Policy Priorities, the General Legislative Principles will guide City action.

The 2022 Legislative Platform also includes language around Regional Collaboration, specifically the Tri-Valley Cities, whose 2022 Legislative Framework is attached as an addendum to the Legislative Platform for reference.

## STRATEGIC PLAN INITIATIVE:

None.

## NOTICING REQUIREMENTS/PUBLIC OUTREACH:

The City Council Agenda was posted.

## ATTACHMENTS:

1) Resolution Approving the 2022 City of Dublin Legislative Platform
2) Exhibit A to the Resolution – 2022 City of Dublin Legislative Platform

**RESOLUTION NO. XX – 22**

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

**APPROVING THE 2022 CITY OF DUBLIN LEGISLATIVE PLATFORM**

**WHEREAS,** the 2022 City of Dublin Legislative Platform ("Platform") outlines the City's legislative priorities and positions to inform residents, representatives, and policy makers; and

**WHEREAS,** these legislative priorities are guided by three General Legislative Principles and Public Policy Positions which will determine the City's position on various legislative proposals; and

**WHEREAS,** the Platform provides Staff with direction and authorizes them, on the City Council's behalf, to quickly respond in support or opposition to bills, and other legislative or gubernatorial actions in time sensitive situations, in accordance with the processes identified in the Platform.

**NOW, THEREFORE, BE IT RESOLVED** that the City Council of the City of Dublin adopts the 2022 City of Dublin Legislative Platform attached hereto as **Exhibit A.**

**BE IT FURTHER RESOLVED** that the Mayor or her designee is authorized to sign letters of opposition or letters of support as drafted by City Staff for legislation as long as they are consistent with the Platform.

**PASSED, APPROVED AND ADOPTED** this 1st day of February 2022, by the following vote:

**AYES**:

**NOES**:

**ABSENT**:

**ABSTAIN**:

_____
Mayor

**ATTEST**:

_____
City Clerk

DUBLIN
CALIFORNIA

# 2022 LEGISLATIVE PLATFORM

## FEDERAL AND STATE POLICY PRIORITIES

## FEBRUARY 2022

## Introduction

Many public policies intersect with City priorities, programs, and services. This 2022 Legislative Platform (Platform) outlines the City of Dublin's legislative priorities and positions on these policies to inform residents, representatives, and policymakers. These priorities are applicable to all relevant legislation, policies, programs, grant funding opportunities, ballot measures, mandates, and budgets.

The Mission of the City of Dublin is to promote and support a high quality of life, ensure a safe and secure environment, foster new opportunities, provide equity across all programs, and champion a culture of diversity and inclusion. This Mission shall guide the City's Legislative Platform.

This Platform provides Staff with direction and authorizes them, on the City Council's behalf, to quickly respond in support of or opposition to bills and other legislative or gubernatorial actions in time-sensitive situations. Additionally, the Platform enables staff to communicate Dublin-specific issues and impacts with state legislators. Staff may draft letters, direct our legislative advocates, or speak on behalf of the City regarding the legislative priorities this document outlines.

Any correspondence signifying the City's support or opposition of a given bill must be signed by the Mayor and/or City Manager with notification to the City Council.

Any questions regarding this Legislative Platform can be directed to John Stefanski, Assistant to the City Manager at John.Stefanski@dublin.ca.gov.

## Platform Overview and Coordination

This Legislative Platform serves as the foundation for City legislative advocacy at all levels of government. It informs the City's legislative representatives of the key issues and legislation that could have a potential impact on the City and the process in which the City will participate in the legislative process. The City will employ several strategies to advocate or advance the City's public policy interests, which include:

- **Position Development**
  - Reviewing analyses and positions by the CalCities, legislative advocates, and other local government / professional associations in formulating the City's position.
  - Working with City departments, legislative advocate(s) to develop this platform and identify positions on proposed legislative measures.
- **Status Tracking**
  - Tracking key bills through the legislative process.
- **Communication and Advocacy**
  - Communicating the City's position, in accordance with this Platform, through correspondence, testimony, and meetings.
  - Working cooperatively with other cities (including the Tri-Valley Cities), associations, and CalCities on advocating the City's legislative position.
  - Meeting with legislators and their representatives, as well as other federal, state and county government officials on a regular basis, to discuss local government issues, proposed legislation, requests for funding assistance, and City programs and services.

The City Manager's Office will exercise day-to-day oversight of legislative matters. In addition to coordinating formal action through the City Council, the City Manager and her designee will manage the City's Legislative Platform.

Staff will follow the process below when responding to all proposed and relevant legislation, policies, programs, grant funding opportunities, ballot measures, mandates, and budgets.

1. Review and determine whether a proposal will impact the City.
2. Prepare a letter outlining the City's position for the Mayor's or City Manager's signature.
3. Distribute the letter to the legislation's author(s), the City Council, and other relevant parties.

In scenarios where a proposal or regulation arises that may impact the City and is not covered by this Legislative Platform, Staff will prepare a draft position letter for the City Council to review prior to distribution.

## General Legislative Principles

The guiding principles for the City's legislative advocacy efforts include, but are not limited to:

### Preserving and/or Increasing Local Government Discretion
### Promoting or Enhancing Revenue Sources
### Advancing Existing City Mission, Vision, Values, and Policies

## Public Policy Priorities

This legislative platform identifies specific public policy priorities by topic area. Informed by the General Legislative Principles, these priorities will guide the positions the City will take on all relevant legislation, policies, programs, grant funding opportunities, ballot measures, mandates, and budgets.

The public policy priorities are categorized as follows:

1. General Administration
2. Fiscal Sustainability
3. Community and Economic Development
4. Transportation and Public Works
5. Public Safety
6. Parks and Community Services
7. Climate and Environment
8. Technology and Cybersecurity

### 1. General Administration

Staff recommends that the City Council **support** legislation that:

1. Enhances or streamlines local control and allows cities to address the needs of local constituents within a framework of regional cooperation.
2. Streamlines the process to apply for, to receive approval of, and to receive state or federal funding.

3. Assures every person the right to equal treatment in and access to all government-sponsored benefits or funded programs.
4. Addresses the functional impracticalities of AB361 while providing a permanent teleconference option available for Brown Act legislative bodies to hold public meetings.
5. Grants the City additional flexibility in the use of American Rescue Plan Act funding.

Staff recommends that the City Council **oppose** legislation that:

6. Attempts to restrict local authority or decision-making whether by state or federal legislation or ballot propositions.
7. Diminishes or eliminates local governments' ability to contract out for the provision of services.
8. Requires cities to use district-based elections.

## 2. Fiscal Sustainability

Staff recommends that the City Council **support** legislation that:

1. Maintains or enhances ongoing revenues to the City.
2. Updates the tax structure to enhance local government revenues that have declined due to the expansion of e-commerce, increased consumption of services rather than durable goods, and innovations in technology.
3. Ensures timely distribution of mandated reimbursements owed to the City.
4. Removes unnecessary state-imposed mandates.
5. Provides for the use of incentives for local government action rather than mandates (funded or unfunded).
6. Establishes new and innovative revenue options and resources to finance public infrastructure construction and maintenance.
7. Streamlines the establishment and utilization of infrastructure financing districts or other funding mechanisms for infrastructure improvements.
8. Changes the Communications Act of 1934 that removes the distinction between "capital" and "operating" funds to provide more local control for community television stations in the use of their public, educational, and government (PEG) channel fees.
9. Supports measures to increase transparency of all public employee salaries and benefits.
10. Supports measures to provide sustainable public pensions and other post-retirement benefits.

Staff recommends that the City Council **oppose** legislation that:

11. Undermines and preempts local authority over local taxes and fees.
12. Shifts funds from local governments to the state or federal government.
13. Imposes unfunded or inadequately funded federal and state mandates on local governments.
14. Eliminates development fees or limits the ability of cities to levy such fees to provide for infrastructure or services.
15. Requires or expands state involvement in City financial audits, fiscal monitoring, general oversight, or assistance by the State Treasurer, State Controller, or other state agencies.
16. Defers reimbursements for state mandated programs.

## 3. Public Works and Transportation

Staff recommends that the City Council **support** legislation that:

1. Ensures the City receive its fair share of transportation funding and that keeps the funding decisions at the local level.
2. Provides for more stable and equitable long-term funding sources for transportation.
3. Leverages local funds to the maximum extent possible to implement transportation improvements through grants and partnerships with regional, state, and federal agencies.
4. Supports a constitutional amendment to lower the two-thirds approval threshold for sales and use tax measures for transportation purposes.
5. Supports reducing Vehicle Miles Traveled (VMT) and supports developing and implementing Transportation Demand Management (TDM) plans and strategies.
6. Supports expanded opportunities for high occupancy vehicles (HOV), managed lane policies, improved enforcement, new technology deployment, and reducing congestion and delay along freeways.
7. Supports multimodal freight movement between the San Francisco Bay Area and the Central Valley and projects that reduce freight traffic on I-580.
8. Supports active transportation, enhances the safety of all modes of transportation, particularly bicycles and pedestrians, and reduces vehicle speeds and traffic congestion.
9. Supports Intelligent Transportation Systems (ITS), Connected, and Automated Vehicles.
10. Supports local control and local regulation of shared mobility, transportation network companies (TNCs), and other emerging industries that use city infrastructure to offer private services.
11. Enables the sale of traffic data to recover the cost of data collection.
12. Supports innovative rail connectivity projects which aim to address the jobs/housing/transit imbalance (i.e., Valley Link).

Staff recommends that the City Council **oppose legislation that**:

13. Infringes upon the ability of local governments to effectively administer and modify state and local construction provisions and standards.
14. Takes away local control of managing and operating local streets.
15. Reduces the City's condemnation authority regarding acquisition of properties required for public projects.

## 4. Community and Economic Development

Staff recommends that the City Council **support** legislation that:

1. Maintains the City's authority over land use decisions.
2. Strengthens local regulatory authority and control over the siting of medical or recreational marijuana dispensaries.
3. Creates a more equitable Regional Housing Needs Allocation (RHNA) process.
4. Creates more flexibility for local jurisdictions to work together to provide housing that counts toward RHNA requirements.

5. Eliminates redundant, costly, and cumbersome mandates and restrictions required by CEQA (California Environmental Quality Act).
6. Provides incentives for affordable housing and transit-oriented development.
7. Increases financial assistance to provide affordable, transitional, special needs and emergency housing to the homeless, seniors, veterans, and people with special needs.
8. Encourages the expansion of STEM (Science, Technology, Engineering and Mathematics) programs in K-12, higher education, and libraries.
9. Enhances the City's efforts to retain existing businesses and attract new businesses.
10. Provides tangible and productive tools and incentives to support job creation, business attraction, and business retention.
11. Advances or encourages innovation, entrepreneurship, start-ups, small business opportunities, and/or workforce development.

Staff recommends that the City Council **oppose** legislation that:

12. Interferes with or reduces local land use control and decision making.
13. Diminishes or eliminates the authority of cities to zone and plan for the development of telecommunications infrastructure, including the siting of cellular communications towers or transmission sites.
14. Diminishes or eliminates cities' authority to regulate condominium conversions.
15. Interferes with the ability to provide productive incentives to support job creation, business attraction, and business retention.

## 5. Public Safety

Staff recommends that the City Council **support** legislation that:

1. Increase funding for local law enforcement, fire suppression and prevention, hazardous materials mitigation, and emergency medical services.
2. Provides funding to local agencies for training, disaster preparedness, crime prevention, public outreach, and emergency planning.
3. Ensures cities have control of regulating local medical marijuana facilities instead of the state, protects public safety with standardized security requirements, protects public health with uniform health and safety standards, and ensures patient safety with a quality assurance protocol.
4. Improves data and information dissemination, preparedness funding, and first-responder training for oil-by-rail shipments.
5. Maintains or increases grant funding for the Community Oriented Police Services (COPS) program.
6. Provides a greater share of asset forfeiture funds for cities and increases latitude for spending local funds.
7. Supports funding to prepare, mitigate, adapt, and respond to extreme weather or emergency events.
8. Supports alternative crisis response programs for mental health, substance abuse, or homelessness related calls for emergency service.

## 6. Parks and Community Services

Staff recommends that the City Council **support** legislation that:

1. Creates new funding opportunities for parks and community facilities.
2. Provides funding for ADA (Americans with Disabilities Act) facility and park upgrades.
3. Increases available financial assistance to local non-profit and community-based organizations who provide social services and mental health services to residents in need.

## 7. Climate and Environment

Staff recommends that the City Council **support** legislation that:

1. Assists local governments in meeting or exceeding local or state goals to reduce global warming pollution levels, to develop alternate energy resources and fuel efficiency programs, and to reduce fossil fuel dependence.
2. Supports current waste diversion goals, local compliance efforts, and associated measurement and reporting requirements.
3. Assist the City in meeting or exceeding established goals of reducing water consumption and increasing water supply without preempting local planning decisions.
4. Requires manufacturers be responsible for the end of useful life cost of collecting, processing, recycling, and disposing of products they manufacture.
5. Protects the interest of California's Community Choice clean electricity providers and their customers.
6. Supports regional and local government efforts to develop and implement programs to reduce air pollution.
7. Supports the funding, compliance, and full life cycle costs of current and new mandatory storm water quality permit requirements.
8. Addresses litter control and abatement problems in California.
9. Reduces the financial impact of state and federal funded and unfunded mandates related to compliance with environmental programs and regulations.

Staff recommends that the City Council **oppose** legislation that:

10. Preempts local planning decisions regarding solid waste facility sites.
11. Preempts local solid waste and AB 939 fee setting authority or imposes taxes or fees on local solid waste programs to fund state programs not directly related to solid waste management.

## 8. Technology and Cybersecurity

Staff recommends that the City Council **support** legislation that:

1. Promotes the use of data and technologies to create efficiencies, promote economic development, enhance public safety, improve transportation and mobility, improve sustainability, increase transparency to public information, enhance municipal quality of life factors and help solve other civic challenges.

2. Maintains local control over municipal assets in the deployment of next generation technological infrastructure.
3. Increases the City's capacity to protect against cyber security attacks.
4. Provides funding for programs that seek to expand digital access for residents and businesses.

Staff recommends that the City Council **oppose** legislation that:

5. Limits or removes local review and permitting of emerging telecommunications technologies, such as Small Cell technology.

## Regional Collaboration

The City of Dublin is a member of the Tri-Valley Cities (TVC), a coalition of the five Tri-Valley municipalities who work together to advocate for issues and funding at the regional, state, and federal levels. The TVC is governed by the five Mayors of each municipality who develop and adopt a TVC Legislative Framework which guides the advocacy efforts of the TVC. A copy of the 2022 Framework, once adopted, will be attached to as Addendum A to this Legislative Platform.

## Addendum A: 2022 Tri-Valley Cities Legislative Framework






# TRI-VALLEY CITIES
## Legislative Framework










DANVILLE · DUBLIN CALIFORNIA · LIVERMORE · THE CITY OF PLEASANTON · SAN RAMON

2022

# TRI-VALLEY CITIES VALUES STATEMENT

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

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

# TRI-VALLEY CITIES LEGISLATIVE FRAMEWORK

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

### *Transportation*

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

### *Climate and the Environment*

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

### *Economic Development*

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

### *Affordable Housing*

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

### *Mental Health*

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

### *Fiscal Sustainability*

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

DUBLIN
CALIFORNIA

# STAFF REPORT
## CITY COUNCIL

DATE: February 1, 2022

TO: Honorable Mayor and City Councilmembers

FROM: Linda Smith, City Manager

SUBJECT: Commercial Façade Improvement Grant Program Agreements for Dublin Cyclery and Hair Emporium
*Prepared by: Rhonda Franklin, Management Analyst II*

## EXECUTIVE SUMMARY:

The City Council will consider approving Commercial Façade Improvement Grant Program Agreements for two businesses: Dublin Cyclery and Hair Emporium. The businesses have requested participation in the program to assist with improvements to the building's exterior signage.

## STAFF RECOMMENDATION:

Adopt the **Resolution** Approving Commercial Façade Improvement Grant Program Agreements Between the City of Dublin, Dublin Plaza, and Dublin Cyclery; and the City of Dublin, Dublin Plaza, and Hair Emporium.

## FINANCIAL IMPACT:

There is sufficient funding available in the Fiscal Year 2021-22 Budget for these reimbursements.

## DESCRIPTION:

In December 2011, the City Council adopted the Commercial Façade Improvement Grant Program to improve the physical appearance of the Downtown Dublin Specific Plan (DDSP) area and the segment of Dublin Boulevard between Village Parkway and Dougherty Road (Program Area), encourage the retention of existing businesses, and increase property values, tenant stability, and lease rates in the area. The Program leverages public funds and private investment to enhance the physical appearance and economic vitality of commercial businesses in the Program Area.

In June 2016, the City Council adopted changes to the Program to:

- expand the allowance of architectural assistance;
- encourage timely results;

- prioritize selection of projects which promote downtown activation (such as outside gathering and dining spaces);
- promote project competitiveness;
- clarify applicant preparedness; and
- make the requirements of the Program more understandable to applicants.

Under the Program, commercial property owners or tenants with long-term leases (five years or more) within the Program Area can apply for one of two façade improvement grants:

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

In November and December 2021, Staff received applications for Mini-Grants from Dublin Cyclery (7001 Dublin Boulevard) and Hair Emporium (6993 Dublin Boulevard), respectively. Both businesses lease retail space in the Dublin Plaza shopping center where there are other retail, restaurant, and personal services establishments, such as Athens Burger, Box World and CosmoProof. The shopping center recently underwent façade improvements and was approved for a Master Sign Program (MSP). As a result, updated exterior signage was required for all the tenants to conform to the new MSP requirements.

Both applicants are requesting Mini-Grants in the amount not to exceed $5,000 to help offset the costs of installing new signage, including, but not limited to fabrication and installation.

The applicants have worked with the Community Development Department – Planning Division to ensure the signage meets the approved MSP requirements. The new signage matches the existing façade and provide a clean and uniform look for the shopping center.

Economic Development Committee Consideration

On December 21, 2021, the City Council's Economic Development Committee considered the applications and by consensus, recommended City Council approval of both applications. This recommendation falls under the Committee's purview to provide policy guidance and direction on economic development activities.

## STRATEGIC PLAN INITIATIVE:

None.

## NOTICING REQUIREMENTS/PUBLIC OUTREACH:

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

ATTACHMENTS:

1) Resolution Approving Commercial Façade Improvement Grant Program Agreements Between the City of Dublin, Dublin Plaza and Dublin Cyclery; and the City of Dublin, Dublin Plaza, and Hair Emporium
2) Exhibit A to the Resolution – Commercial Façade Improvement Grant Program Agreement Between the City of Dublin, Dublin Plaza, and Dublin Cyclery
3) Exhibit B to the Resolution – Commercial Façade Improvement Grant Program Agreement Between the City of Dublin, Dublin Plaza, and Hair Emporium

**RESOLUTION NO. XX – 22**

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

**APPROVING COMMERCIAL FAÇADE IMPROVEMENT GRANT PROGRAM AGREEMENTS BETWEEN THE CITY OF DUBLIN, DUBLIN PLAZA, AND DUBLIN CYCLERY; AND THE CITY OF DUBLIN, DUBLIN PLAZA, AND HAIR EMPORIUM**

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

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

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

**WHEREAS,** Dublin Cyclery (applicant) leases from Property Owner certain real property located at 7001 Dublin Boulevard (APN 941-0210-027-02), located in the Program area within the City; and

**WHEREAS,** Hair Emporium (applicant) leases from Property Owner certain real property located at 6993 Dublin Boulevard (APN 941-0210-027-02), located in the Program area within the City; and

**WHEREAS,** the Applicants intend to improve the facades of the buildings on the properties identified in this Resolution; and

**WHEREAS,** the City Council finds that the Agreements serve a public purpose in that they will help improve the physical appearance of Dublin Boulevard in the Program area, encourage the retention of existing businesses, and increase property values and tenant stability, thus benefitting the City and its residents.

**NOW, THEREFORE, BE IT RESOLVED** that the City Council of the City of Dublin does hereby approve Commercial Façade Improvement Grant Program Agreements between the City of Dublin, Dublin Plaza, and Dublin Cyclery; and the City of Dublin, Dublin Plaza and Hair Emporium, attached hereto as **Exhibits A and B**; and

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

**PASSED, APPROVED AND ADOPTED** this 1st day of February, 2022, by the following vote:

**AYES:**

**NOES:**

**ABSENT:**

**ABSTAIN:**

_____
Mayor

**ATTEST:**

_____
City Clerk

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| | |
|---|---|
| City Reimbursement Grant Amount Maximum | $5,000 |
| Applicant Matching (n/a for Mini Grants) | n/a |
| Total Project | $5,000 |

## COMMERCIAL FAÇADE IMPROVEMENT GRANT PROGRAM AGREEMENT

THIS COMMERCIAL FAÇADE IMPROVEMENT GRANT PROGRAM AGREEMENT ("Agreement") dated as of this 1st day of February 2022, the date of execution by the City (the "Effective Date") is entered into by and between the CITY OF DUBLIN, a public body corporate and politic ("City"), Dublin Plaza ("Owner"), and Dublin Cyclery ("Tenant"). Owner and Tenant shall be collectively referred to as "Applicant".

### *RECITALS*

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

B. Applicant is the tenant/owner of that certain real property located at 7001 Dublin Blvd., Dublin CA (the "Site"), and within the boundaries outlined by the Commercial Façade Improvement Grant Program Guidelines ("Program Guidelines").

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

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

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

### *AGREEMENT*

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

### 1. IMPROVEMENT OF THE SITE

**1.1 Scope of Work.** Applicant shall construct and install the façade improvements in accordance with the Scope of Work attached hereto as Exhibit 1 and the schematic drawings, plans and documents submitted to and approved by the City (the "Work").

**1.2 Commercial Façade Improvement Grant Funds.** The City agrees to reimburse the Applicant a sum not to exceed $5,000.00 for Work (the "Grant Amount"), as set forth below

a. All services to be performed by a third-party contractor shall be the subject of agreement between Applicant and the third-party contractors. The City shall not assume any liability for such agreements. The Applicant shall submit to the City all invoices from the contractor or contractors who performed the Work, together with the contractors' completion notice as signed by the contractor and approved by the Applicant.

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b. A representative of the City shall inspect the completed Work after a completion notice has been submitted to the City.

c. Upon determination by the City's representative that the Work has been completed in conformance with the Scope of Work (Exhibit 1) and the City approvals, the City shall issue a check within 14 business days, made payable to the Applicant in an amount equal to the lesser of the Maximum Grant Amount or the actual amount of the invoices submitted to the City by the Applicant.

d. Any and all costs of the Work, which are in excess of the Maximum Grant Amount, shall be the sole responsibility of, and be borne by, the Applicant.

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

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

**1.5 Building Permit.** A Building Permit must be obtained within 6 months of the City Council's approval of funding. In the event the Applicant fails to obtain a Building Permit within such 6-month period, the City may, at its option, terminate this Agreement upon written notice to the Applicant. In such event, neither party shall have any further rights against or liability to the other in connection to this Agreement. Additional 6 months extensions may be approved with the City's prior written consent.

**1.6 Completion of the Work.** Applicant shall complete the Work and satisfy all other obligations and conditions of this Agreement within 120 days of building permit issuance. This completion date is subject to revision from time to time as mutually agreed upon in writing between Applicant and City's Economic Development Director, or her designee.

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

It shall be a requirement under this Agreement that any available insurance proceeds broader than or in excess of the specified minimum insurance coverage requirements and/or limits shall be available to City as an additional insured. Furthermore, the requirements for coverage and limits shall be (1) the minimum coverage and limits specified in this Agreement; or (2) the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the named insured; whichever is greater. The additional insured coverage under the Applicant's policy shall be "primary and non-contributory" and will not seek contribution from City's insurance or self-insurance and shall be at least as broad as CG 20 01 04 12. In the event Applicant fails to maintain coverage as

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required by this Agreement, City at its sole discretion may purchase the coverage required and the cost will be paid by Applicant. Failure to exercise this right shall not constitute a waiver of right to exercise later. Each insurance policy shall include an endorsement providing that it shall not be cancelled, changed, or allowed to lapse without at least thirty (30) days' prior written notice to City of such cancellation, change, or lapse. All insurance required by this section is to be placed with insurers with a Bests' rating of no less than A:VII.

**1.7.1 Commercial General and Automobile Liability Insurance.**

**1.7.1.1 General requirements.** Applicant or its contractor, at its own cost and expense, shall maintain commercial general and automobile liability insurance for the term of this Agreement in an amount not less than ONE MILLION DOLLARS ($1,000,000.00) per occurrence, combined single limit coverage for risks associated with the work contemplated by this Agreement. If a Commercial General Liability Insurance or an Automobile Liability form or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the work to be performed under this Agreement or the general aggregate limit shall be at least twice the required occurrence limit. Such coverage shall include but shall not be limited to, protection against claims arising from bodily and personal injury, including death resulting therefrom, and damage to property resulting from activities contemplated under this Agreement, including the use of owned and non-owned automobiles.

**1.7.1.2 Minimum scope of coverage.** Commercial general coverage shall be at least as broad as Insurance Services Office Commercial General Liability occurrence form CG 0001. Automobile coverage shall be at least as broad as Insurance Services Office Automobile Liability form CA 0001 Code 1 ("any auto").

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

a. City and its officers, employees, agents, and volunteers shall be covered as additional insureds with respect to each of the following: liability arising out of activities performed by or on behalf of Contractor, including the insured's general supervision of Contractor; products and completed operations of Contractor; premises owned, occupied, or used by Contractor; and automobiles owned, leased, or used by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to City or its officers, employees, agents, or volunteers.

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

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

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

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

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

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

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

**1.7.1.7** **Deductibles and Self-Insured Retentions.** All self-insured retentions (SIR) and/or deductibles must be disclosed to the City for approval and shall not reduce the limits of liability. Policies containing any self-insured retention provision and/or deductibles shall provide or be endorsed to provide that the SIR and/or deductibles may be satisfied by either the named insured or the City.

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

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

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

- Obtain such insurance and deduct and retain the amount of the premiums for such insurance from any sums due under the Agreement;

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- Order Applicant to stop work under this Agreement or withhold any payment that becomes due to Applicant hereunder, or both stop work and withhold any payment, until Applicant demonstrates compliance with the requirements hereof; and/or
- Terminate this Agreement.

**1.8 Prevailing Wages.** Applicant shall require any contractors performing the Work to pay prevailing wages pursuant to the requirements of the California Labor Code, Section 1771, et seq. For the purpose of this Agreement, prevailing wages are the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work in this locality for each craft, classification, or type of worker needed to execute this Agreement as ascertained by the Director of the Department of Industrial Relations of the State of California. The holidays upon which such rates shall be paid shall be all holidays recognized in the collective bargaining agreement applicable to the particular craft, classification, or type of worker employed on the project.

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

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

**1.10 Improvements Cannot Be Removed by Owner or Tenant Without City's Consent.** All façade improvements, including construction of an outdoor dining area, will become permanent fixtures of the property and cannot be removed by owner or tenant upon expiry or termination of the lease or sale of the property. This includes, but is not limited to tables, chairs, shade structures, lighting, fencing planter boxes and other landscaping. Exceptions can be made with the prior written consent of the City.

**1.11 Compliance with Laws; Indemnity; Waiver.** Applicant shall carry out the work of Improvements in conformity with all applicable federal, state and local laws, including Labor Code requirements; City zoning and development standards; building, plumbing, mechanical and electrical codes; all other provisions of the City's Municipal Code; and all applicable disabled and handicapped access requirements, including the Americans with Disabilities Act, 42 U.S.C. Section 12101, et seq., Government Code Section 4450, et seq., Government Code Section 11135, et seq., and the Unruh Civil Rights Act, Civil Code Section 51, et seq.

Applicant shall defend (with counsel reasonably acceptable to City), indemnify and hold harmless the City and its officers, employees, volunteers, agents and representatives from and against any and all present and future liabilities, obligations, orders, claims, damages, fines, penalties and expenses (including attorneys' fees and costs of the counsel or joint-counsel retained by Applicant to defend City) (collectively, "Claims"), arising out of or in any way connected with Applicant's obligation to comply with all laws with respect to the Work, including all Claims that may be made by contractors, subcontractors or other third party claimants pursuant to Labor Code Sections 1726 and 1781.

Applicant hereby waives, releases and discharges forever the City, and its employees, officers, volunteers, agents and representatives, from any and all present and future Claims arising out of or in any way connected with this Agreement, the performance of the Work, or Applicant's obligation to comply with all laws with respect to the Work.

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**1.12 Nondiscrimination during Construction.** The Applicant, for itself and its successors and assigns, agrees that in selecting one or more contractors to perform the Work, the Applicant will not discriminate on the basis of race, color, creed, religion, sex, age, handicap, marital status, ancestry or national origin.

**2. MAINTENANCE COVENANTS.** The Applicant covenants and agrees, for itself, its successors, its assigns and every successor in interest to the Site or any part thereof, that the Applicant will maintain, at Applicant's own cost and expense, the improvements on the Site in a clean and orderly condition, free of graffiti, and in good condition and repair, and will keep the Site free from any accumulation of debris and waste materials. Any damage to the building visible from the street is to be repaired immediately. The Applicant shall promptly touch up painted areas and perform any other repairs needed to maintain an attractive building appearance, including cleaning all awnings, if any, at least once a year. The foregoing covenants shall remain in effect for a period of 48 months from the completion of the Work. During this 48-month period, Applicant agrees, for itself, its successors, its assigns and every successor in interest, that it will not materially alter the façade, as improved with City funds, without the prior written consent of City which consent may be conditioned by City to preserve façade features to the extent necessary to achieve the objectives of City for entering into this Agreement. Any violation of this section not cured within 60 days shall entitle City to reimbursement of the funds granted by City from the person or entity responsible for the violation.

**3. GENERAL PROVISIONS**

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

**3.2 Notices, Demands and Communications between the Parties.** Any approval, disapproval, demand, document or other notice ("Notice") which either party may desire to give to the other party under this Agreement must be in writing and shall be given by certified mail, return receipt requested and postage prepaid, personal delivery, or reputable overnight courier (but not by facsimile or email), to the party to whom the Notice is directed at the address of the party as set forth below, or at any other address as that party may later designate by Notice.

To City: City of Dublin
100 Civic Plaza
Dublin, CA 94568

Attention: City Manager

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To Applicant: Owner

373 Village Square
Orinda, CA 94563

Attention: Fred Delanoy

And

Tenant
7001 Dublin Boulevard
Dublin, CA 94568

Attention: Robert Beaman, III

Any Notice shall be deemed received on the date of delivery if delivered by personal service, on the date of delivery or refused delivery as shown by the return receipt if sent certified mail, and on the date of delivery or refused delivery as shown by the records of the overnight courier if sent via nationally recognized overnight courier. Notices sent by a party's attorney on behalf of such party shall be deemed delivered by such party.

**3.3 Relationship between City and Applicant.** It is hereby acknowledged that the relationship between City and Applicant is not that of a partnership or joint venture and that City and Applicant shall not be deemed or construed for any purpose to be the agent of the other. Accordingly, except as expressly provided herein or in the Attachments hereto, City shall have no rights, powers, duties or obligations with respect to the development, operation, maintenance or management of the Site or the Work. Applicant agrees to indemnify, hold harmless and defend City from any claim made against City arising from a claimed relationship of partnership or joint venture between City and Applicant with respect to the development, operation, maintenance or management of the Site or the Work.

**3.4 Integration.** This Agreement contains the entire understanding between the parties relating to the transactions contemplated by this Agreement. All prior or contemporaneous agreements, understandings, representations and statements, oral or written, are merged in this Agreement and shall be of no further force or effect.

**3.5 Modifications.** Any alteration, change or modification of or to this Agreement, in order to become effective, shall be made in writing and in each instance signed on behalf of each party.

**3.6 Conflicts of Interest.** No member, official or employee of City shall have any personal interest, direct or indirect, in this Agreement, nor shall any such member, official or employee participate in any decision relating to the Agreement which affects his personal interests or the interests of any corporation, partnership or association in which he is directly or indirectly interested.

**3.7 Applicant's Indemnity.** Applicant shall indemnify, defend (with counsel reasonably acceptable to City), protect and hold City, and its officers, employees, agents and representatives, harmless from, any and all Claims of any kind or nature arising out of the Work or this Agreement or the implementation hereof, including, but not limited to, any damages to property, injuries to persons or accidental death (including reasonable attorneys' fees and costs), which may be caused by the Work or any activities associated with the Work, whether such activities or Work is performed by Applicant or by anyone directly or indirectly employed or contracted with by Applicant. Applicant's indemnity obligations under this section shall survive termination of this Agreement. Applicant's indemnity obligations under this section shall not extend to claims, demands, damages, defense costs or liability for property

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damage, bodily injury or death occasioned by the sole negligence or willful misconduct of the City, or its officers, employees, agents or representatives.

**3.8 Non-liability of Officials and Employees of City.** No member, official or employee of the City shall be personally liable to Applicant, or any successor in interest, in the event of any default or breach by City or for any amount which may become due to Applicant or its successors, or on any obligations under the terms of this Agreement.

**3.9 Applicable Law.** The laws of the State of California, without regard to conflict of laws principles, shall govern the interpretation and enforcement of this Agreement.

**3.10 No Third Party Rights.** This Agreement is made and entered into solely for the benefit of the City and Applicant and no other third party shall have any right of action under this Agreement.

**3.11 Disclosure of Documents.** Applicant acknowledges that the City is subject to the provisions of the California Public Records Act and that any information submitted to the City may be disclosed to the extent required by law.

**3.12 Joint and Several Liability.** Owner and Tenant are jointly and severally liable for any Claims arising out of this Agreement.

**3.13 Termination.** In addition to City's right to terminate under section 1.4, either party may terminate this Agreement upon written Notice to the other in the event that the other party fails to comply with its obligations under this Agreement.

IN WITNESS WHEREOF, City and Applicant have executed this Agreement on the respective dates set forth below.

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Dated: February 1, 2022

CITY:

THE CITY OF DUBLIN, a public body, corporate and politic

By:_____
Linda Smith,
City Manager

ATTEST:

_____
Marsha Moore,
City Clerk

APPROVED AS TO FORM:

_____
John Bakker,
City Attorney

OWNER:

Dublin Plaza

By: DocuSigned by: Fred Delanoy E32CC3CD7646478... _____

Printed Name: Fred Delanoy

TENANT:

Dublin Cyclery

By: DocuSigned by: 7DA87170F8F1466... _____

Printed Name: Robert Beaman, III

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**EXHIBIT NO. 1**
**SCOPE OF WORK**

Please see attached application, estimate, and rendering.

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DUBLIN
CALIFORNIA

# COMMERCIAL FAÇADE IMPROVEMENT GRANT PROGRAM APPLICATION

Please fill out this application completely and submit or send to:

City of Dublin
Attention: Economic Development Department
100 Civic Plaza
Dublin, CA 94568
(925) 833-6650

## SECTION 1. APPLICANT INFORMATION

Name: Robert Beaman, III

Circle All That Apply: Property Owner Business Owner/Tenant

Business Name: Dublin Cyclery

Property Address: 7001 Dublin Blvd Dublin CA 94568

Mailing Address: Same "

Assessor's Parcel Number:

Daytime Phone Number:

Email:

Total Number of Businesses in Building: 4

Name(s) of Other Businesses: Athen's, Box world, cosmoprof

## SECTION 2. PROPERTY OWNER INFORMATION *(complete if tenant is applicant)*

Property Owner Name: Fred DeLaNoy dbA Dublin Plaza

Property Owner Mailing Address:

Property Owner Daytime Phone Number:

*As the legal owner of the above property, I hereby grant authorization to complete the façade improvements indicated on this application.*

Signature: DocuSigned by: Fred Delanoy E32CC3CD7646478...

Date: 11/10/21

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## SECTION 3. FUNDING

Grant (please check one):

- [x] Mini-Grant *(Reimbursement in the amount up to $5,000)*
- [ ] Matching Grant *(Reimbursement of two-thirds the total project cost up to $70,000 with a minimum total project cost above $5,000)*

Grant Amount Requested: $ $4856.-

Estimated Total Project Cost: $ $4856.-

QUOTED replacement cost from Bennett graphicsigns (925)931-1204

## SECTION 4. SCOPE OF WORK

General Description of Work:

We need to buy a Replacement sign for our storefront. Our nice lighted sign with our logo was removed by contractor hired by our landlord. This sign is not allowed to be re-installed because it doesn't match the Plaza "master sign" design.

## SECTION 5. ACKNOWLEDGMENT

We certify that the owner is the property owner of record and that there are no current code enforcement actions pending against the property.

I have read and understand the Program Guidelines and accept them.

I certify that I am qualified and will abide by such conditions set forth in this application and all reasonable conditions which may be issued by the City of Dublin in the implementation of this project.

THE owner has Already filed paperwork for his entire complex to be updated

Property Owner(s) Signature: AND HIS signature already on file Date: _____

His remodeling caused our business to be in need of this replacement signage.

DocuSigned by: Fred Delaney E32CC3CD7646418... Date: 1/7/2022

Business Owner(s) Signature: _____ Date: 11/10/21

_____ Date: _____

1755179.1

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I. Submit invoices, receipts, and proof of payment. The applicant shall save all documentation as required and submit within 30 days of project completion or Building permit final.

## V. FUNDING

Funding for this Program is appropriated by the Dublin City Council as part of its annual budget process. There is no guarantee of the amount of funds that will be appropriated each year. Funds for the Program are available on a first come, first served basis. If funds are exhausted at the time of application submittal, staff will retain the application. If additional funds become available, staff will contact applicants in the order applications were received.

A. Grant Amounts

Eligible property owners or tenants who propose façade improvements can apply for one of two grants.

1. Mini-Grant
   This grant provides reimbursement for commercial building façade improvements to approved applicants in the amount of up to Five Thousand Dollars ($5,000), with no match requirement.

2. Matching Grant
   This grant provides reimbursement to approved applicants for a reimbursable matching grant of two-thirds (66%) of eligible project costs, up to a maximum of Seventy Thousand Dollars ($70,000). The total cost of the façade remodel must be more than Five Thousand dollars ($5,000). Receipt of a Matching Grant requires the applicant to contribute one-third of the total cost of the façade remodel, and to document its expenditures.

The City of Dublin reserves the right to cancel or modify this Program at any time prior to grant approval, without notice. Continuation of the Program is subject to sufficient funding as appropriated by the Dublin City Council.

## VI. IMPLEMENTATION WORK

All improvements shall conform to the City of Dublin Building Codes, Zoning Ordinance, and applicable Design Guidelines. Proposed façade remodels are required to comply with Chapter 8.104 of the Site Development Review Chapter of the Zoning Ordinance. Project improvements commenced prior to the City's issuance of a Notice to Proceed are not eligible for this Program.

City staff will be available to work with approved applicants to assist in the coordination of the project. City staff will carry out periodic inspections.

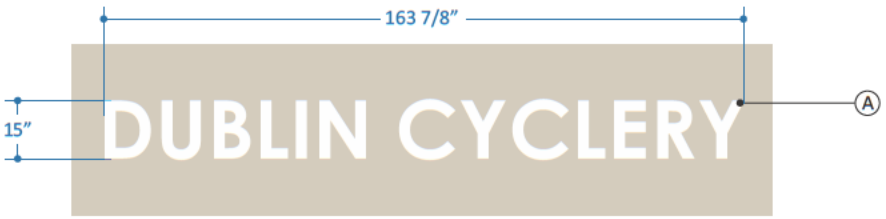
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I, Robert Braman, III have read and received a copy of these guidelines.
Printed Name

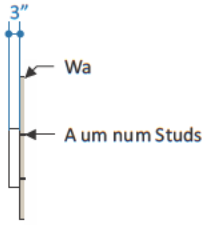
11-10-21
Date

Signature

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1 LLUM NATED CHANNEL LETTERS
Scale:3/8" = 1"




1 S DE V EW
Scale:3/8" = 1"




2 LLUM NATED CHANNEL LETTERS AT N GHT APPEARANCE
Scale:3/8" = 1"




3 ELEVAT ON
Scale:3/16" = 1"

## DESCR PT ON

**A.** 3" deep, face-lit illuminated metal channel letters with translucent white acrylic faces and vinyl overlays, returns are painted white.

| | | | | | | |
|---|---|---|---|---|---|---|
| Bennett GRAPHIC SIGNS<br>1056 SERPENTINE LANE, SUITE B PLEASANTON, CA 94566<br>925-931-1204 • C45 LICENSE #910304 | © 2021 Bennett Graphic Signs, nc.<br>This drawing and the concepts, ideas and design development expressed herein are intended for use on this project only, and remain the sole property of Bennett Graphic Signs, nc. Original design concepts developed from as part of this work remain the sole property and copyright of their respective owners. All dimensions and measurements are to be approved by the client prior to any manufacturing or installation of these signs. | PROJECT NAME & ADDRESS<br>Dublin Cyclery<br>7001 Dublin Blvd.<br>Dublin, CA 94568 | SIGN TYPE<br>Illuminated Channel Letters<br>FILE LOCATION<br>\\ROUTER-PC\Jobs\D\Dublin Plaza\Dublin Cyclery | DATE<br>12/17/21<br>DATE / REVISIONS / NOTES | CLIENT<br>Robert Beaman<br>DRAWN BY<br>David Alcaraz | JOB NUMBER<br>1071<br>SHEET NUMBER<br>1.0 | QUANTITY<br>1 |

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1 RENDER NG AT DAY APPEARANCE
Scale:nts




2 RENDER NG AT N GHT APPEARANCE
Scale:nts

Bennett GRAPHIC SIGNS
1056 SERPENTINE LANE, SUITE B PLEASANTON, CA 94566
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PROJECT NAME & ADDRESS
Dublin Cyclery
7001 Dublin Blvd.
Dublin, CA 94568

SIGN TYPE
Illuminated Channel Letters

FILE LOCATION
\\ROUTER-PC\Jobs\D\Dublin Plaza\Dublin Cyclery

DATE
12/17/21

DATE / REVISIONS / NOTES

CLIENT
Robert Beaman

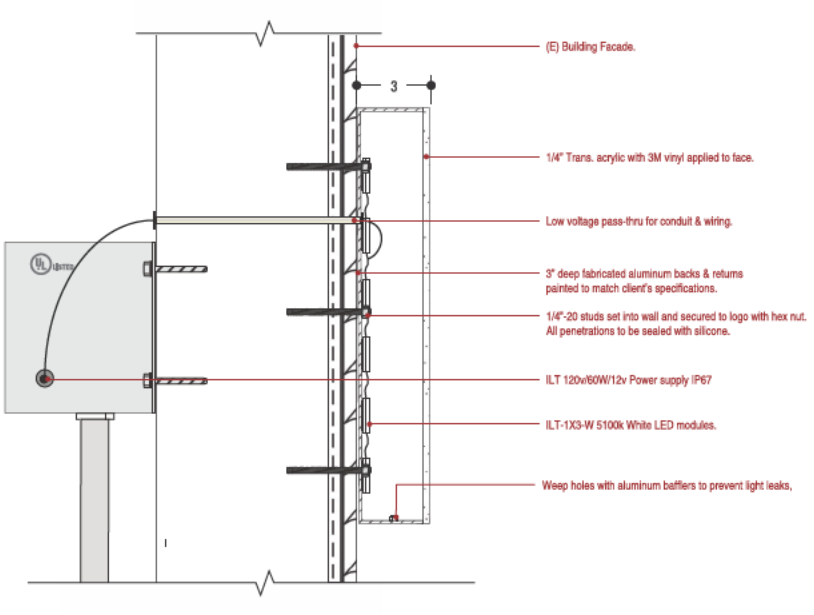
DRAWN BY
David Alcaraz

JOB NUMBER
1071

QUANTITY
N/A

SHEET NUMBER
2.0

DocuSign Envelope ID: 6E0ED568-0130-42E5-A01E-C40A20BADEDD




2 ATTACHMENT DETA LS
Scale:1:5

| | | | | | | |
|---|---|---|---|---|---|---|
| Bennett GRAPHIC SIGNS<br>1056 SERPENTINE LANE, SUITE B PLEASANTON, CA 94566<br>925-931-1204 • C45 LICENSE #910304 | © 2021 Bennett Graphic Signs, nc.<br>This drawing and the concepts, ideas and design development expressed herein are intended for use on this project only, and remain the sole property of Bennett Graphic Signs, Inc. Original design concepts developed from as part of this work remain the sole property and copyright of their respective owners. All dimensions and measurements are to be approved by the client prior to any manufacturing or installation of these signs. | PROJECT NAME & ADDRESS<br>Dublin Cyclery<br>7001 Dublin Blvd.<br>Dublin, CA 94568 | SIGN TYPE<br>Illuminated Channel Letters<br>FILE LOCATION<br>\\ROUTER-PC\Jobs\D\Dublin Plaza\Dublin Cyclery | DATE<br>12/17/21<br>DATE / REVISIONS / NOTES | CLIENT<br>Robert Beaman<br>DRAWN BY<br>David Alcaraz | JOB NUMBER<br>1071<br>SHEET NUMBER<br>3.0 | QUANTITY<br>N/A |

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| | |
|---|---|
| City Reimbursement Grant Amount Maximum | $5,000 |
| Applicant Matching (n/a for Mini Grants) | n/a |
| Total Project | $5,000 |

## COMMERCIAL FAÇADE IMPROVEMENT GRANT PROGRAM AGREEMENT

THIS COMMERCIAL FAÇADE IMPROVEMENT GRANT PROGRAM AGREEMENT ("Agreement") dated as of this 1st day of February 2022, the date of execution by the City (the "Effective Date") is entered into by and between the CITY OF DUBLIN, a public body corporate and politic ("City"), Dublin Plaza ("Owner"), and Hair Emporium ("Tenant"). Owner and Tenant shall be collectively referred to as "Applicant".

### *RECITALS*

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

B. Applicant is the tenant/owner of that certain real property located at 6993 Dublin Blvd., Dublin CA (the "Site"), and within the boundaries outlined by the Commercial Façade Improvement Grant Program Guidelines ("Program Guidelines").

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

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

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

### *AGREEMENT*

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

### 1. IMPROVEMENT OF THE SITE

**1.1 Scope of Work.** Applicant shall construct and install the façade improvements in accordance with the Scope of Work attached hereto as Exhibit 1 and the schematic drawings, plans and documents submitted to and approved by the City (the "Work").

**1.2 Commercial Façade Improvement Grant Funds.** The City agrees to reimburse the Applicant a sum not to exceed $5,000.00 for Work (the "Grant Amount"), as set forth below

a. All services to be performed by a third-party contractor shall be the subject of agreement between Applicant and the third-party contractors. The City shall not assume any liability for such agreements. The Applicant shall submit to the City all invoices from the contractor or contractors who performed the Work, together with the contractors' completion notice as signed by the contractor and approved by the Applicant.

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b. A representative of the City shall inspect the completed Work after a completion notice has been submitted to the City.

c. Upon determination by the City's representative that the Work has been completed in conformance with the Scope of Work (Exhibit 1) and the City approvals, the City shall issue a check within 14 business days, made payable to the Applicant in an amount equal to the lesser of the Maximum Grant Amount or the actual amount of the invoices submitted to the City by the Applicant.

d. Any and all costs of the Work, which are in excess of the Maximum Grant Amount, shall be the sole responsibility of, and be borne by, the Applicant.

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

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

**1.5 Building Permit.** A Building Permit must be obtained within 6 months of the City Council's approval of funding. In the event the Applicant fails to obtain a Building Permit within such 6-month period, the City may, at its option, terminate this Agreement upon written notice to the Applicant. In such event, neither party shall have any further rights against or liability to the other in connection to this Agreement. Additional 6 months extensions may be approved with the City's prior written consent.

**1.6 Completion of the Work.** Applicant shall complete the Work and satisfy all other obligations and conditions of this Agreement within 120 days of building permit issuance. This completion date is subject to revision from time to time as mutually agreed upon in writing between Applicant and City's Economic Development Director, or her designee.

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

It shall be a requirement under this Agreement that any available insurance proceeds broader than or in excess of the specified minimum insurance coverage requirements and/or limits shall be available to City as an additional insured. Furthermore, the requirements for coverage and limits shall be (1) the minimum coverage and limits specified in this Agreement; or (2) the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the named insured; whichever is greater. The additional insured coverage under the Applicant's policy shall be "primary and non-contributory" and will not seek contribution from City's insurance or self-insurance and shall be at least as broad as CG 20 01 04 12. In the event Applicant fails to maintain coverage as

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required by this Agreement, City at its sole discretion may purchase the coverage required and the cost will be paid by Applicant. Failure to exercise this right shall not constitute a waiver of right to exercise later. Each insurance policy shall include an endorsement providing that it shall not be cancelled, changed, or allowed to lapse without at least thirty (30) days' prior written notice to City of such cancellation, change, or lapse. All insurance required by this section is to be placed with insurers with a Bests' rating of no less than A:VII.

**1.7.1 Commercial General and Automobile Liability Insurance.**

**1.7.1.1 General requirements.** Applicant or its contractor, at its own cost and expense, shall maintain commercial general and automobile liability insurance for the term of this Agreement in an amount not less than ONE MILLION DOLLARS ($1,000,000.00) per occurrence, combined single limit coverage for risks associated with the work contemplated by this Agreement. If a Commercial General Liability Insurance or an Automobile Liability form or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the work to be performed under this Agreement or the general aggregate limit shall be at least twice the required occurrence limit. Such coverage shall include but shall not be limited to, protection against claims arising from bodily and personal injury, including death resulting therefrom, and damage to property resulting from activities contemplated under this Agreement, including the use of owned and non-owned automobiles.

**1.7.1.2 Minimum scope of coverage.** Commercial general coverage shall be at least as broad as Insurance Services Office Commercial General Liability occurrence form CG 0001. Automobile coverage shall be at least as broad as Insurance Services Office Automobile Liability form CA 0001 Code 1 ("any auto").

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

a. City and its officers, employees, agents, and volunteers shall be covered as additional insureds with respect to each of the following: liability arising out of activities performed by or on behalf of Contractor, including the insured's general supervision of Contractor; products and completed operations of Contractor; premises owned, occupied, or used by Contractor; and automobiles owned, leased, or used by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to City or its officers, employees, agents, or volunteers.

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

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

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

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

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

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

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

**1.7.1.7** **Deductibles and Self-Insured Retentions.** All self-insured retentions (SIR) and/or deductibles must be disclosed to the City for approval and shall not reduce the limits of liability. Policies containing any self-insured retention provision and/or deductibles shall provide or be endorsed to provide that the SIR and/or deductibles may be satisfied by either the named insured or the City.

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

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

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

- Obtain such insurance and deduct and retain the amount of the premiums for such insurance from any sums due under the Agreement;

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- Order Applicant to stop work under this Agreement or withhold any payment that becomes due to Applicant hereunder, or both stop work and withhold any payment, until Applicant demonstrates compliance with the requirements hereof; and/or
- Terminate this Agreement.

**1.8 Prevailing Wages.** Applicant shall require any contractors performing the Work to pay prevailing wages pursuant to the requirements of the California Labor Code, Section 1771, et seq. For the purpose of this Agreement, prevailing wages are the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work in this locality for each craft, classification, or type of worker needed to execute this Agreement as ascertained by the Director of the Department of Industrial Relations of the State of California. The holidays upon which such rates shall be paid shall be all holidays recognized in the collective bargaining agreement applicable to the particular craft, classification, or type of worker employed on the project.

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

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

**1.10 Improvements Cannot Be Removed by Owner or Tenant Without City's Consent.** All façade improvements, including construction of an outdoor dining area, will become permanent fixtures of the property and cannot be removed by owner or tenant upon expiry or termination of the lease or sale of the property. This includes, but is not limited to tables, chairs, shade structures, lighting, fencing planter boxes and other landscaping. Exceptions can be made with the prior written consent of the City.

**1.11 Compliance with Laws; Indemnity; Waiver.** Applicant shall carry out the work of Improvements in conformity with all applicable federal, state and local laws, including Labor Code requirements; City zoning and development standards; building, plumbing, mechanical and electrical codes; all other provisions of the City's Municipal Code; and all applicable disabled and handicapped access requirements, including the Americans with Disabilities Act, 42 U.S.C. Section 12101, et seq., Government Code Section 4450, et seq., Government Code Section 11135, et seq., and the Unruh Civil Rights Act, Civil Code Section 51, et seq.

Applicant shall defend (with counsel reasonably acceptable to City), indemnify and hold harmless the City and its officers, employees, volunteers, agents and representatives from and against any and all present and future liabilities, obligations, orders, claims, damages, fines, penalties and expenses (including attorneys' fees and costs of the counsel or joint-counsel retained by Applicant to defend City) (collectively, "Claims"), arising out of or in any way connected with Applicant's obligation to comply with all laws with respect to the Work, including all Claims that may be made by contractors, subcontractors or other third party claimants pursuant to Labor Code Sections 1726 and 1781.

Applicant hereby waives, releases and discharges forever the City, and its employees, officers, volunteers, agents and representatives, from any and all present and future Claims arising out of or in any way connected with this Agreement, the performance of the Work, or Applicant's obligation to comply with all laws with respect to the Work.

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**1.12 Nondiscrimination during Construction.** The Applicant, for itself and its successors and assigns, agrees that in selecting one or more contractors to perform the Work, the Applicant will not discriminate on the basis of race, color, creed, religion, sex, age, handicap, marital status, ancestry or national origin.

**2. MAINTENANCE COVENANTS.** The Applicant covenants and agrees, for itself, its successors, its assigns and every successor in interest to the Site or any part thereof, that the Applicant will maintain, at Applicant's own cost and expense, the improvements on the Site in a clean and orderly condition, free of graffiti, and in good condition and repair, and will keep the Site free from any accumulation of debris and waste materials. Any damage to the building visible from the street is to be repaired immediately. The Applicant shall promptly touch up painted areas and perform any other repairs needed to maintain an attractive building appearance, including cleaning all awnings, if any, at least once a year. The foregoing covenants shall remain in effect for a period of 48 months from the completion of the Work. During this 48-month period, Applicant agrees, for itself, its successors, its assigns and every successor in interest, that it will not materially alter the façade, as improved with City funds, without the prior written consent of City which consent may be conditioned by City to preserve façade features to the extent necessary to achieve the objectives of City for entering into this Agreement. Any violation of this section not cured within 60 days shall entitle City to reimbursement of the funds granted by City from the person or entity responsible for the violation.

**3. GENERAL PROVISIONS**

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

**3.2 Notices, Demands and Communications between the Parties.** Any approval, disapproval, demand, document or other notice ("Notice") which either party may desire to give to the other party under this Agreement must be in writing and shall be given by certified mail, return receipt requested and postage prepaid, personal delivery, or reputable overnight courier (but not by facsimile or email), to the party to whom the Notice is directed at the address of the party as set forth below, or at any other address as that party may later designate by Notice.

To City: City of Dublin
100 Civic Plaza
Dublin, CA 94568

Attention: City Manager

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To Applicant: Owner

373 Village Square
Orinda, CA 94563

Attention: Fred Delanoy

And

Tenant
6993 Dublin Boulevard
Dublin, CA 94568

Attention: Kathleen Lowe

Any Notice shall be deemed received on the date of delivery if delivered by personal service, on the date of delivery or refused delivery as shown by the return receipt if sent certified mail, and on the date of delivery or refused delivery as shown by the records of the overnight courier if sent via nationally recognized overnight courier. Notices sent by a party's attorney on behalf of such party shall be deemed delivered by such party.

**3.3 Relationship between City and Applicant.** It is hereby acknowledged that the relationship between City and Applicant is not that of a partnership or joint venture and that City and Applicant shall not be deemed or construed for any purpose to be the agent of the other. Accordingly, except as expressly provided herein or in the Attachments hereto, City shall have no rights, powers, duties or obligations with respect to the development, operation, maintenance or management of the Site or the Work. Applicant agrees to indemnify, hold harmless and defend City from any claim made against City arising from a claimed relationship of partnership or joint venture between City and Applicant with respect to the development, operation, maintenance or management of the Site or the Work.

**3.4 Integration.** This Agreement contains the entire understanding between the parties relating to the transactions contemplated by this Agreement. All prior or contemporaneous agreements, understandings, representations and statements, oral or written, are merged in this Agreement and shall be of no further force or effect.

**3.5 Modifications.** Any alteration, change or modification of or to this Agreement, in order to become effective, shall be made in writing and in each instance signed on behalf of each party.

**3.6 Conflicts of Interest.** No member, official or employee of City shall have any personal interest, direct or indirect, in this Agreement, nor shall any such member, official or employee participate in any decision relating to the Agreement which affects his personal interests or the interests of any corporation, partnership or association in which he is directly or indirectly interested.

**3.7 Applicant's Indemnity.** Applicant shall indemnify, defend (with counsel reasonably acceptable to City), protect and hold City, and its officers, employees, agents and representatives, harmless from, any and all Claims of any kind or nature arising out of the Work or this Agreement or the implementation hereof, including, but not limited to, any damages to property, injuries to persons or accidental death (including reasonable attorneys' fees and costs), which may be caused by the Work or any activities associated with the Work, whether such activities or Work is performed by Applicant or by anyone directly or indirectly employed or contracted with by Applicant. Applicant's indemnity obligations under this section shall survive termination of this Agreement. Applicant's indemnity obligations under this section shall not extend to claims, demands, damages, defense costs or liability for property

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damage, bodily injury or death occasioned by the sole negligence or willful misconduct of the City, or its officers, employees, agents or representatives.

**3.8 Non-liability of Officials and Employees of City.** No member, official or employee of the City shall be personally liable to Applicant, or any successor in interest, in the event of any default or breach by City or for any amount which may become due to Applicant or its successors, or on any obligations under the terms of this Agreement.

**3.9 Applicable Law.** The laws of the State of California, without regard to conflict of laws principles, shall govern the interpretation and enforcement of this Agreement.

**3.10 No Third Party Rights.** This Agreement is made and entered into solely for the benefit of the City and Applicant and no other third party shall have any right of action under this Agreement.

**3.11 Disclosure of Documents.** Applicant acknowledges that the City is subject to the provisions of the California Public Records Act and that any information submitted to the City may be disclosed to the extent required by law.

**3.12 Joint and Several Liability.** Owner and Tenant are jointly and severally liable for any Claims arising out of this Agreement.

**3.13 Termination.** In addition to City's right to terminate under section 1.4, either party may terminate this Agreement upon written Notice to the other in the event that the other party fails to comply with its obligations under this Agreement.

IN WITNESS WHEREOF, City and Applicant have executed this Agreement on the respective dates set forth below.

Dated: February 1, 2022

CITY:

THE CITY OF DUBLIN, a public body, corporate and politic

By:_____
Linda Smith,
City Manager

ATTEST:

_____
Marsha Moore,
City Clerk

APPROVED AS TO FORM:

_____
John Bakker,
City Attorney

OWNER:

Dublin Plaza

By: _____ DocuSigned by: Fred Delanoy E32CC3CD7646478... _____

Printed Name: Fred Delanoy

TENANT:

Hair Emporium

By: _____ DocuSigned by: Kathleen Lowe 2217002733D04F4... _____

Printed Name: Kathleen Lowe

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**EXHIBIT NO. 1**
**SCOPE OF WORK**

Please see attached application, estimate, and rendering.

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DUBLIN
CALIFORNIA

# COMMERCIAL FAÇADE IMPROVEMENT GRANT PROGRAM GUIDELINES

## I. PROGRAM OVERVIEW

The Commercial Façade Improvement Grant Program ("Program") is an endeavor of the City of Dublin to leverage public funds and private investment to enhance the physical appearance and economic vitality of commercial businesses in the Downtown Dublin Specific Plan Area and the segment of Dublin Boulevard between Village Parkway and Dougherty Road.

The Program offers two types of façade improvement grants, as well as up to a maximum of ten hours of architectural fees or five hours of design assistance to help cover design costs. The Program runs concurrent to the City's fiscal year schedule (July 1 – June 30). The Program features open enrollment; applications shall be considered on a first-come, first-served basis.

The long-term objective is to upgrade the Downtown Dublin Specific Plan Area and the segment of Dublin Boulevard between Village Parkway and Dougherty Road by improving the physical appearance of the area, encouraging the retention of existing businesses, increasing property values, tenant stability, and lease rates for the property. The program also seeks to fund improvements which create outdoor dining or gathering spaces to promote activity in the downtown.

## II. PROGRAM COMPONENTS

A. Architectural Design or Design Assistance

The City will provide architectural design services to approved applicants, up to a maximum of ten hours, for exterior commercial building façade improvements. The City will also reimburse applicants for the services of a professional designer (for paint/signage/awnings selection) for up to five hours.

B. Façade Improvement Grants

i. Mini-Grant – This grant provides for reimbursement of up to Five Thousand dollars ($5,000) for commercial building façade improvements with no match requirement. Projects must be completed within 12 months of grant approval or Building Permit issuance.

ii. Matching Grant – This grant will provide a reimbursable matching grant of two-thirds (66%) of eligible project costs, up to a maximum of Seventy Thousand dollars ($70,000) The total cost of the improvement work must be more than Five Thousand dollars ($5,000). Receipt of a matching grant requires the approved applicant to contribute a minimum of one-third of the total cost of the façade improvement costs. Projects must be completed within 18 months of Building Permit issuance.

Grant proceeds are to be used for labor and materials directly related to the façade construction. Tools may not be purchased with grant funds, but tool rental is allowable. Program funds are to be used for exterior building improvements rather than simple routine maintenance.

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All improvements completed through the Façade Improvement Program are "public work" as that term is used in Section 1720 of the California Labor Code. In accordance with Labor Code section 1720 et seq., prevailing wages shall be paid for all façade improvements. Use of volunteer labor is not allowed. All estimates and payments for construction and installation of façade improvements shall include prevailing wages, and shall otherwise comply with the provisions of Sections 1773.8, 1775, 1776, 1777.5, 1777.6 and 1813 of the California Labor Code and all other applicable laws and regulations with respect to prevailing wages. Participants in the program are responsible for ensuring that the improvements are in compliance with the Prevailing Wage Law.

Disbursement of grant proceeds to approved applicants will be in a reimbursement payment issued after City deems the project complete, and upon the submission of invoices and proof of payment and subject to approval of those invoices and proofs of payment by City staff. Construction shall be completed within 120 days after the City issued Notice to Proceed. If the project extends beyond the scheduled completion date, prior staff approval is required.

This program is primarily geared toward commercial property owners. However, business owners who have long-term leases (five or more years) wishing to participate in the Façade Improvement Program may also apply. Applications for business owners will be reviewed on a case-by-case basis.

C. Fee Exemption

Applicants for this program are exempt from planning and building permit fees by the City Manager, who is authorized to waive City fees associated with this program. This fee exemption does not apply to fees mandated by the State of California including, but not limited to, the Strong Motion Instrument program fee and the California Green Building fees.

## III. ELIGIBILITY

A. Eligible Applicants/Areas

Owners or long term tenants* of commercially zoned property located within one of the following areas are eligible to apply for assistance:

1. Downtown Dublin Specific Plan area, or
2. Segment of Dublin Boulevard between Village Pkwy and Dougherty Rd.

**Tenants with long-term leases (five or more years remaining on the lease at the time a Program application is submitted) must have the property owner's written consent before any improvements are made. In addition, the grant application must be signed by the property owner. Properties are eligible for grants once every 10 years.*

B. Eligible Types of Improvements

All improvements shall conform to City Building Codes, Zoning Ordinance, and applicable Design Guidelines. Eligible improvements include, but are not limited to:

- Removal of old signs, awnings and other exterior clutter
- Exterior painting

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- Repair or replacement of exterior siding (including the construction of new façade elements and architectural details)
- Installation of new entry doors that meet ADA accessibility requirements
- Installation of display windows
- Installation of new canvas awnings over windows and entries
- Installation of new signs
- Installation of new exterior lighting
- Installation of permanent landscaping
- Exterior mandatory Title 24 upgrades
- Construction of outdoor dining or gathering spaces

Additional improvements that are deemed to be consistent with the intent of the program will be reviewed and approved/disapproved on a case-by-case basis by the Economic Development Director.

## IV. GRANT PROCESS

A. Submit an application for grant funds. Submit a completed application detailing all exterior improvements and an itemized estimate of the total project cost. Be as specific as possible. The project list may contain improvements beyond what would be funded by the grant. Projects that include conceptual architectural plans shall be considered favorably. All proposed façade projects/remodels must be approved by the Community Development Director prior to being accepted into the program.

B. Informational Meeting. Applicants will meet with representatives from Planning & Building to review the entitlement process & building permit process and to answer any questions that the businesses may have.

C. City Staff will review grant applications. Staff will review the application with the business owner, discuss the scope of work, determine a timeline and review the remaining process for the grant.

D. Council Economic Development Committee will consider request and select grant awardees. Selection preference will be provided to projects which create new outdoor dining and activity spaces.

E. Grant funds reserved. Upon approval of a grant application, including scope of work and timeline, an agreement will be signed between the applicant and City.

F. Planning Approval. If planning approval is required, the applicant is responsible for submitting project plans prepared by a licensed architect through the Planning Division.

G. Building Permit Approval. If a Building Permit is required, the applicant is responsible for submitting plans that meet all Code requirements through the Building Division.

H. Complete Work. After receiving all required approvals and permits the applicant shall complete the improvements within twelve (12) months for Mini-Grants and eighteen (18) months for Matching Grants. The applicant shall be responsible for contacting City staff to request an extension if necessary. An extension is not guaranteed.

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l. Submit invoices, receipts, and proof of payment. The applicant shall save all documentation as required and submit within 30 days of project completion or Building permit final.

## V. FUNDING

Funding for this Program is appropriated by the Dublin City Council as part of its annual budget process. There is no guarantee of the amount of funds that will be appropriated each year. Funds for the Program are available on a first come, first served basis. If funds are exhausted at the time of application submittal, staff will retain the application. If additional funds become available, staff will contact applicants in the order applications were received.

### A. Grant Amounts

Eligible property owners or tenants who propose façade improvements can apply for one of two grants.

1. Mini-Grant
   This grant provides reimbursement for commercial building façade improvements to approved applicants in the amount of up to Five Thousand Dollars ($5,000), with no match requirement.

2. Matching Grant
   This grant provides reimbursement to approved applicants for a reimbursable matching grant of two-thirds (66%) of eligible project costs, up to a maximum of Seventy Thousand Dollars ($70,000). The total cost of the façade remodel must be more than Five Thousand dollars ($5,000). Receipt of a Matching Grant requires the applicant to contribute one-third of the total cost of the façade remodel, and to document its expenditures.

The City of Dublin reserves the right to cancel or modify this Program at any time prior to grant approval, without notice. Continuation of the Program is subject to sufficient funding as appropriated by the Dublin City Council.

## VI. IMPLEMENTATION WORK

All improvements shall conform to the City of Dublin Building Codes, Zoning Ordinance, and applicable Design Guidelines. Proposed façade remodels are required to comply with Chapter 8.104 of the Site Development Review Chapter of the Zoning Ordinance. Project improvements commenced prior to the City's issuance of a Notice to Proceed are not eligible for this Program.

City staff will be available to work with approved applicants to assist in the coordination of the project. City staff will carry out periodic inspections.

---

I, Kathleen Lowe have read and received a copy of these guidelines.
Printed Name

12/6/2021
Date

Kathleen Lowe
Signature

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# Commercial Façade Improvement Grant Program Application

Please fill out this application completely and submit or send to:

City of Dublin
Attention: Economic Development Department
100 Civic Plaza
Dublin, CA 94568
(925) 833-6650

**SECTION 1. APPLICANT INFORMATION**

Name: Kathleen Lowe

Circle All That Apply: Property Owner Business Owner/Tenant

Business Name: Hair Emporium

Property Address: 6993 Dublin Blvd., Dublin ,CA.

Mailing Address: Same

Assessor's Parcel Number: 941-210-27-2

Daytime Phone Number: _____

Email: _____

Total Number of Businesses in Building: 4

Name(s) of Other Businesses: Ray's Automotive, Nail & Skin Emporium, Fax Doctor

**SECTION 2. PROPERTY OWNER INFORMATION** (complete if tenant is applicant)

Property Owner Name: Fred Delanoy

Property Owner Mailing Address: _____

Property Owner Daytime Phone Number: _____

As the legal owner of the above property, I hereby grant authorization to complete the façade improvements indicated on this application.

Signature: _____ Date: 12.10.21

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## SECTION 3. FUNDING

Grant (please check one):

- ☒ Mini-Grant (Reimbursement in the amount up to $5,000)
- ☐ Matching Grant (Reimbursement of two-thirds the total project cost up to $70,000 with a minimum total project cost above $5,000)

Grant Amount Requested: $5,000.

Estimated Total Project Cost: $4901.48 + unknown cost for electrical work to connect timer

## SECTION 4. SCOPE OF WORK

General Description of Work:

Building was recently updated and our old signage removed requiring tenants to purchase new, uniform signage at our own expense. Sign program is already in place and design and permits already issued by City of Dublin. As a tenant who has occupied this space for 40+ years I am requesting help with funding the cost to comply since I am not allowed to reinstall my previous sign.

## SECTION 5. ACKNOWLEDGMENT

We certify that the owner is the property owner of record and that there are no current code enforcement actions pending against the property.

I have read and understand the Program Guidelines and accept them.

I certify that I am qualified and will abide by such conditions set forth in this application and all reasonable conditions which may be issued by the City of Dublin in the implementation of this project.

Property Owner(s) Signature: DocuSigned by: Fred Delaney E32CC3CD764918... Date: 1/7/2022

Date:

Business Owner(s) Signature: Kathleen Lowe Date: 12/06/2021

Date:

1755179.1

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**Bennett Graphic Signs, Inc.**
1056 Serpentine Lane, Suite B
Pleasanton, CA 94566
(925) 931-1204

Bennett
GRAPHIC SIGNS

# Estimate

**ADDRESS**
Hair Emporium
6993 Dublin Blvd.
Dublin, CA 94568

**SHIP TO**
Hair Emporium
6993 Dublin Blvd.
Dublin, CA 94568

**ESTIMATE #** 1137
**DATE** 10/14/2021

| SHIP VIA | PURCHASE ORDER | JOB NAME | SALES REP |
|---|---|---|---|
| Install | Kathi Lowe | Hair Emporium | Bryan Panian |

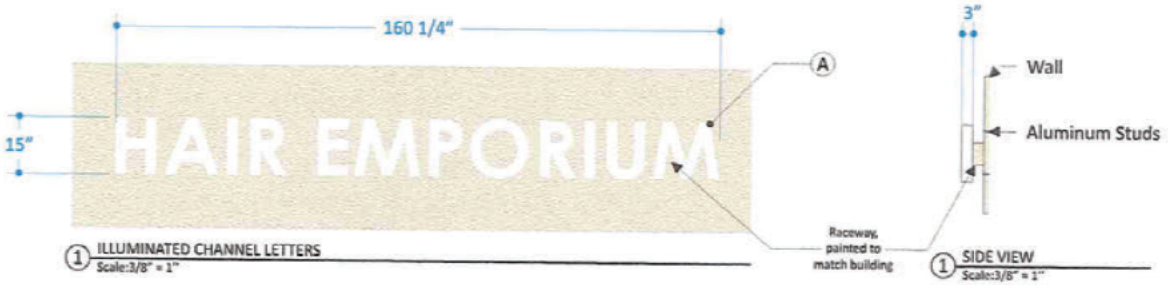
| ACTIVITY | DESCRIPTION | QTY | RATE | AMOUNT |
|---|---|---|---|---|
| Channel Letters | 15"h x 3" deep, Face-Lit illuminated metal channel letters, translucent acrylic faces and vinyl overlays, 1 color custom paint.<br>"HAIR EMPORIUM" @ $276/letter | 1 | 3,312.00 | 3,312.00T |
| Installation | Labor / Installation - drill and stud mount flush to building facia and connect to existing electrical box. Raceway cabinet may be required. | 1 | 1,250.00 | 1,250.00 |
| | | | Subtotal: | 4,562.00 |
| | 50% deposit required to begin work | | | |

Estimated Lead Times:
2-3 days for drawings
4-6 weeks fabrication
1 day installation (during normal business hours M-F 7am-4p)

| | |
|---|---|
| SUBTOTAL | 4,562.00 |
| TAX | 339.48 |
| TOTAL | **$4,901.48** |

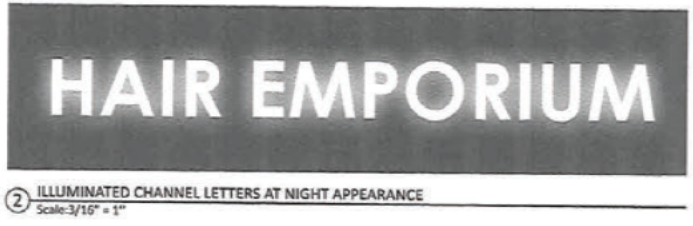
Accepted By

Accepted Date

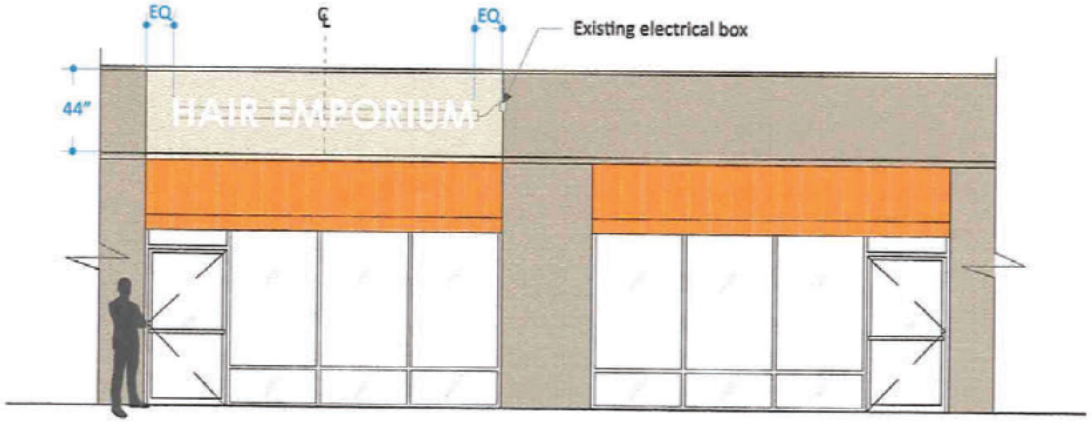



1 ILLUMINATED CHANNEL LETTERS
Scale:3/8" = 1"

1 SIDE VIEW
Scale:3/8" = 1"




2 ILLUMINATED CHANNEL LETTERS AT NIGHT APPEARANCE
Scale:3/16" = 1"




3 ELEVATION
Scale:3/16" = 1"

## DESCRIPTION

A. 3" deep, face-lit illuminated metal channel letters with translucent white acrylic faces and vinyl overlays, returns are painted white.

Bennett GRAPHIC SIGNS
1056 SERPENTINE LANE, SUITE B PLEASANTON, CA 94566
925-931-1204 • C45 LICENSE #910304

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PROJECT NAME & ADDRESS
Hair Emporium
6993 Dublin Blvd.
Dublin, CA 94568

SIGN TYPE
Illuminated Channel Letters

FILE LOCATION
\\ROUTER-PC\Jobs\D\Dublin Plaza\Hair Emporium

DATE
11/12/21

DATE / REVISIONS / NOTES

CLIENT
Kathi Lowe

DRAWN BY
David Alcaraz

JOB NUMBER
1137

QUANTITY
1

SHEET NUMBER
1.0

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DocuSign Envelope ID: 2ACB9AD1-1EC7-464B-AFA4-3CD5DFFA8AD7




① RENDERING AT DAY APPEARANCE
Scale:nts




② RENDERING AT NIGHT APPEARANCE
Scale:nts

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CLIENT
Kathi Lowe

DRAWN BY
David Alcaraz

JOB NUMBER
1137

QUANTITY
1

SHEET NUMBER
2.0

Agenda Item 4.6

# STAFF REPORT
## CITY COUNCIL

DATE: February 1, 2022

TO: Honorable Mayor and City Councilmembers

FROM: Linda Smith, City Manager

SUBJECT: Renewal of the Tri-Valley Tourism Marketing District
*Prepared by: Rhonda Franklin, Management Analyst II*

## EXECUTIVE SUMMARY:

The City Council will consider renewing the City of Dublin's participation in the Tri-Valley Tourism Marketing District and grant consent to the City of Pleasanton, the District's lead jurisdiction, to renew the Tri-Valley Tourism Marketing District.

## STAFF RECOMMENDATION:

Adopt the **Resolution** Granting Consent to the City of Pleasanton to Renew the Tri-Valley Tourism Marketing District.

## FINANCIAL IMPACT:

The Tri-Valley Tourism Marketing District, if renewed, will continue working to expand and increase tourism to the city which may increase transient occupancy and sales tax revenues.

## DESCRIPTION:

In 2005, the City Council granted consent to the City of Pleasanton as the lead jurisdiction to form the original Tri-Valley Tourism Business Improvement District (TVTBID) for the purpose of expanding tourism in the Tri-Valley cities of Dublin, Livermore, Pleasanton, and San Ramon. The intent of creating the TVTBID was to create a revenue source which promotes and supports tourism in the Tri-Valley by marketing the area to potential visitors. In 2010, the TVTBID was renewed and expanded to include the Town of Danville. In 2015, the District was renamed to the Tri-Valley Tourism Marketing District (TVTMD).

The TVTMD is a special benefit assessment district, which may be renewed pursuant to the Property and Business Improvement District Law of 1994. The Law of 1994 allows for the formation of multi-jurisdictional improvement districts, with consent of the included jurisdictions being granted to one "lead" jurisdiction. The City of Pleasanton serves as the lead jurisdiction for the TVTMD.

Visit Tri-Valley, the organization that manages the TVTMD, has been exploring the renewal of the TVTMD as the current seven-year term is set to expire June 2022. After meeting with a subcommittee of staff and hoteliers representing each of the cities within the TVTMD, Visit Tri-Valley has prepared a Management District Plan (Attachment 3) that proposes the following components with the renewal:

- The renewal includes all lodging businesses with five rooms or more located within the boundaries of the identified geographic areas as opposed to the current assessment including all lodging businesses regardless of number of rooms.
- The renewal is proposed to begin on July 1, 2022 for a 10-year term as opposed to the current term of seven years.
- The assessment fee will continue as a flat rate per room per night (no change from current assessment).
- The renewal proposes a flat rate minimum of $3.25 per room per night, up to a maximum of $4.00 within the 10-year period as opposed to the current rate of $2.25 per room per night with a maximum of $3.00.

The proposed assessment budget for the initial year of the 10-year term is anticipated to be approximately $2,166,000. Participating cities and counties receive a fee equal to 1% of the amount of the assessment collected within their jurisdiction to cover the costs of collection and administration.

The Pleasanton City Council has requested consent for the City of Pleasanton to continue as the lead jurisdiction in renewing the TVTMD. On January 18, 2022, the Pleasanton City Council adopted a Resolution (Attachment 4) requesting consent from the participating cities and counties to adopt the renewed TVTMD.

Adopting the Resolution (Attachment 1) will give the City of Pleasanton authority to include the City of Dublin in the renewed TVTMD. Pleasanton will follow the renewal proceedings specified in the Law of 1994, including accepting petitions, adopting a resolution declaring the intent to form the TVTMD, holding a public meeting and public hearing to allow for comments, and adopting a resolution to renew the TVTMD.

## STRATEGIC PLAN INITIATIVE:

None.

## NOTICING REQUIREMENTS/PUBLIC OUTREACH:

The City Council Agenda was posted, and a copy of this Staff Report was sent to Visit Tri-Valley and the City of Pleasanton. In addition, extensive public outreach was conducted by Visit Tri-Valley staff and its board, including one-on-one meetings with hoteliers. In the City of Dublin, the majority of the lodging establishments have signed the petition agreeing to renew the district.

ATTACHMENTS:

1) Resolution Granting Consent to the City of Pleasanton to Renew the Tri-Valley Tourism Marketing District
2) Exhibit A to the Resolution – Tri-Valley Tourism Marketing District Map
3) Tri-Valley Tourism Marketing District Management District Plan
4) City of Pleasanton Resolution No. 22-1267

**RESOLUTION NO. XX – 22**

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

**GRANTING CONSENT TO THE CITY OF PLEASANTON TO RENEW THE TRI-VALLEY TOURISM MARKETING DISTRICT**

**WHEREAS,** the City of Pleasanton created the Tri-Valley Tourism Marketing District (TVTMD) in 2006 pursuant to the Property and Business Improvement District Law of 1994, Streets and Highways Code section 36600 et seq., to promote tourism and the lodging businesses in the Tri-Valley area; and

**WHEREAS,** the City Council of the City of Pleasanton has requested consent to renew the TVTMD in the City of Dublin with adoption of Pleasanton City Council Resolution No. 22-1267, dated January 18, 2022.

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Dublin hereby approves the following:

Section 1: The above recitals are true and correct.

Section 2: The City of Pleasanton is hereby granted consent to include the City of Dublin in the TVTMD, as shown in **Exhibit A** to this Resolution, for the renewal of the TVTMD and future renewals.

Section 3: The City Clerk is hereby directed to transmit a certified copy of this Resolution to the City Clerk of the City of Pleasanton.

Section 4: This Resolution is effective upon its adoption.

**PASSED, APPROVED AND ADOPTED** this 1st day of February, 2022, by the following vote:

**AYES:**

**NOES:**

**ABSENT:**

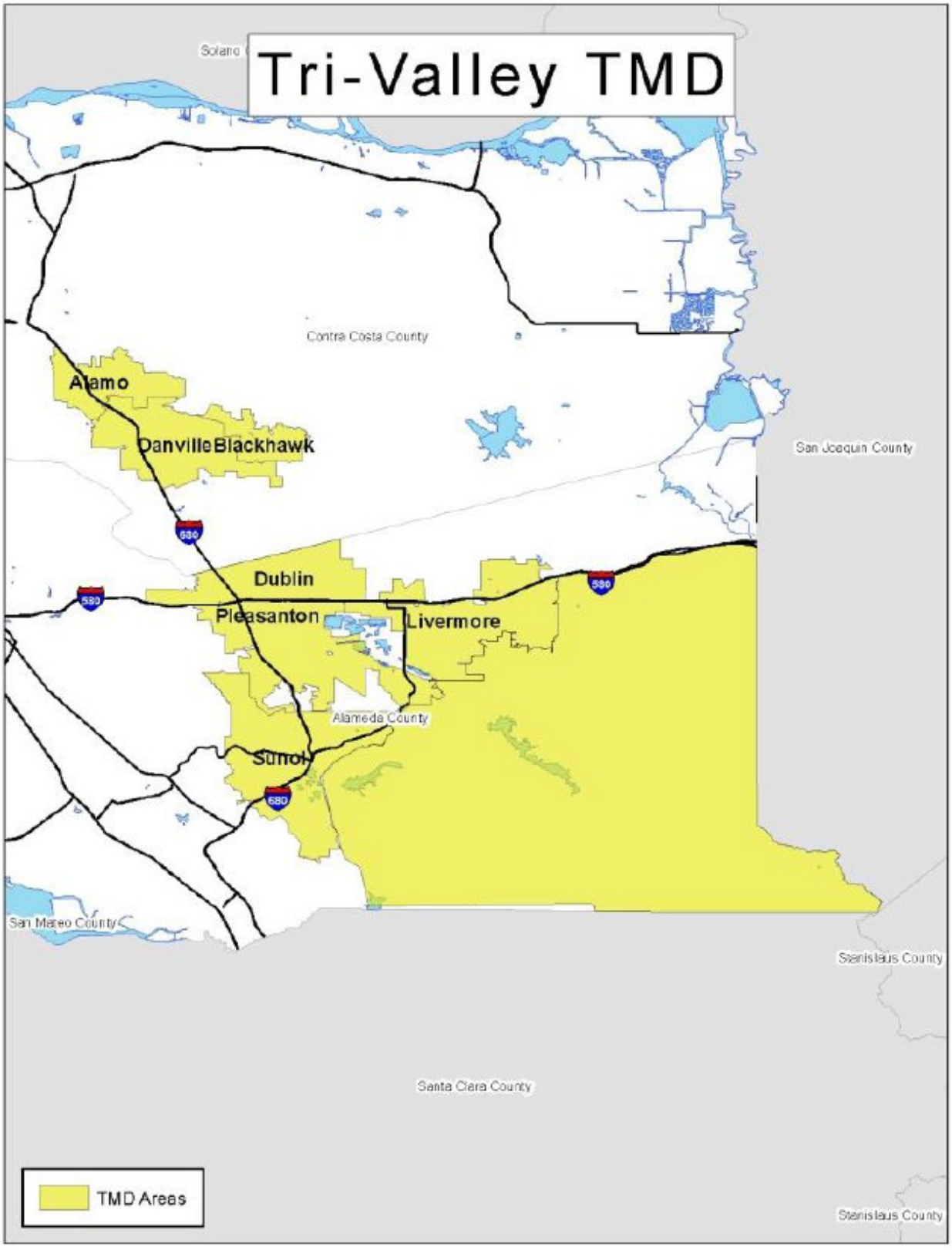
**ABSTAIN:**

_____
Mayor

**ATTEST:**

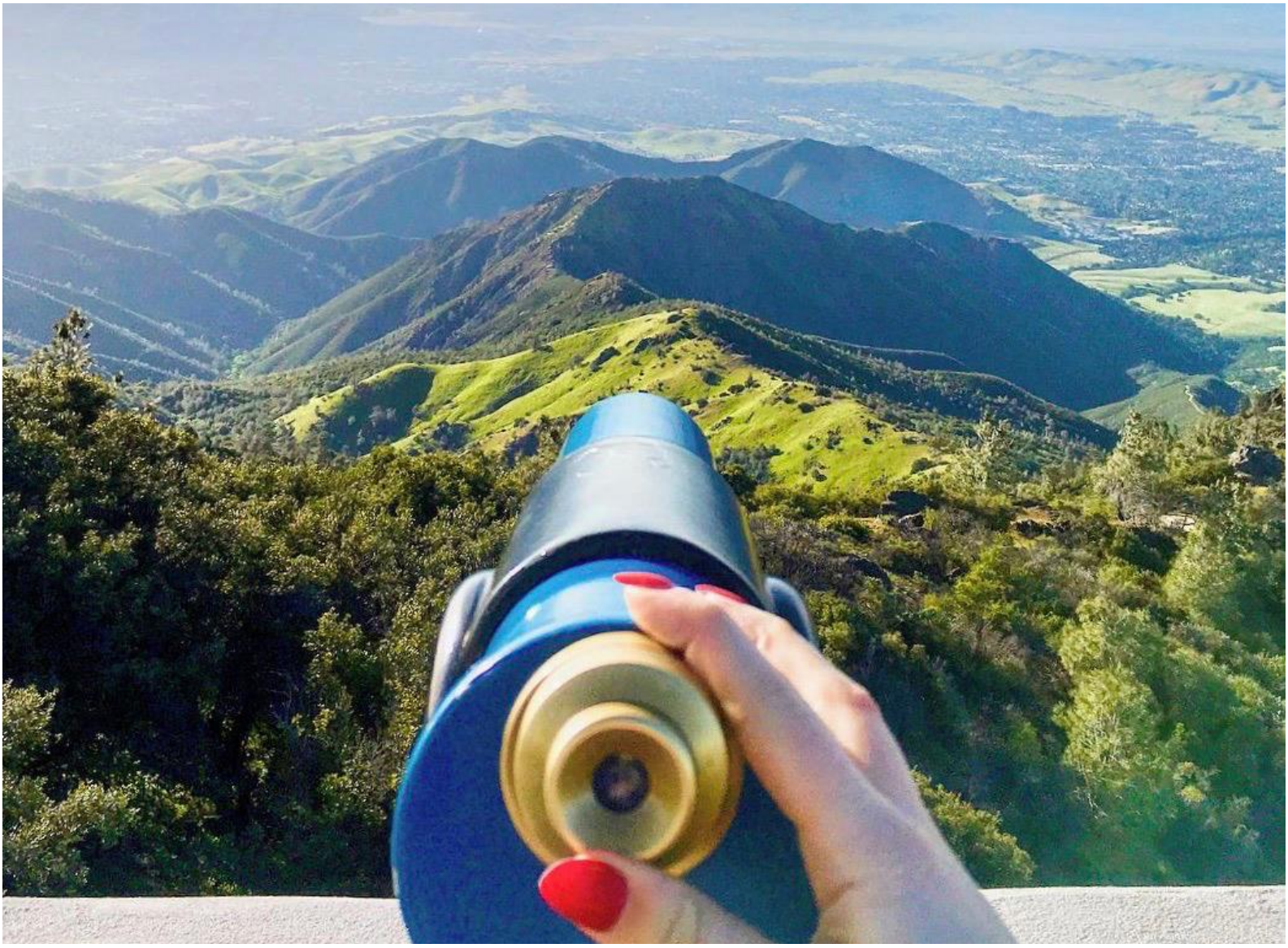
_____
City Clerk

**Tri-Valley Tourism Management District Map**



Attachment 3

**2022-2032**



# TRI-VALLEY TOURISM MARKETING DISTRICT MANAGEMENT DISTRICT PLAN

*Prepared pursuant to the Property and Business Improvement District Law of 1994, Streets and Highways Code section 36600 et seq.*

**October 19, 2021**

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Civitas

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VISIT triValley california

# I. OVERVIEW

Developed by Visit Tri-Valley (VTV) and lodging business owners, the Tri-Valley Tourism Marketing District (TVTMD) is an assessment district proposed to provide specific benefits to payors, by funding marketing and sales promotion efforts for assessed businesses. This approach has been used successfully in other destination areas throughout the country to provide the benefit of additional room night sales directly to payors. The TVTMD was formed in 2006 as the Tri-Valley TMD for a five (5) year term and renewed in 2010, and again in 2015 for a seven (7) year term. VTV and Tri-Valley area lodging businesses now wish to renew the TVTMD for a ten (10) year term. Pursuant to Streets and Highways Code §36620.5, the City of Pleasanton will continue to act as the lead jurisdiction for renewing the TVTMD. The City of Pleasanton will continue to receive TVTMD annual reports.

*Location:* The TVTMD includes all lodging businesses with five (5) rooms or more located within the boundaries of the Town of Danville (Town), the cities of Dublin, Livermore, and Pleasanton (Cities) and those portions of the unincorporated areas of Contra Costa and Alameda Counties (Counties), which include the communities of Alamo, Blackhawk, and Sunol, the portion of the counties that lies between the cities of Pleasanton and Livermore, and that portion of Alameda County which lies southeast of Interstate 580, as shown on the map in Section IV.

*Services:* The TVTMD is designed to provide specific benefits directly to payors by increasing awareness and demand for room night sales. Sales & marketing and destination development programs will increase demand for overnight visits and market payors as tourist, meeting and event destinations, thereby increasing demand for room night sales.

*Budget:* The total TVTMD annual assessment budget for the initial year of its ten (10) year operation is anticipated to be approximately $2,166,000. A similar budget is expected to apply to subsequent years, but this budget is expected to fluctuate as room sales do, and if the assessment rate is increased pursuant to this Plan. The budget is based on the most recent revenue reports from 2020.

*Cost:* The annual assessment rate is three dollars and twenty-five cents ($3.25) of gross short-term room rental revenue. Based on the benefit received, assessments will not be collected on: stays of more than thirty (30) consecutive days, nor on stays by any Federal or State of California officer or employee when on official business who makes a claim that they are exempt, nor on stays by any officer or employee of a foreign government who is exempt by reason of express provision of federal law or international treaty. The annual assessment rate may be subject to an increase each year starting in the third year, the amount of which shall be determined by the VTV Board, as described in Section V. The total assessment rate may not exceed four dollars ($4.00).

*Collection:* Each City, Town and County shall be responsible for collecting the assessment on a quarterly basis (including any delinquencies, penalties and interest) from each lodging business located in their respective jurisdictions within the boundaries of the TVTMD. Each City, Town and County shall take all reasonable efforts to collect the assessments from each lodging business. On a quarterly basis, each City, Town and County shall

forward the assessment collected to the City of Pleasanton, which shall forward the assessments collected to the Owners' Association.

*Duration:* The renewed TVTMD will have a ten (10) year life, beginning July 1, 2022, or as soon as possible thereafter, and end ten (10) years from its start date. Once per year, beginning on the anniversary of TVTMD renewal, there is a thirty (30) day period in which owners paying fifty percent (50%) or more of the assessment may protest and initiate a City Council hearing on TVTMD termination. At the discretion of the Owners' Association, notification may be sent to lodging business owners by the Owners' Association in advance of the aforementioned thirty (30) day period.

*Management:* Visit Tri-Valley (VTV) shall continue to serve as the TVTMD's Owners' Association. The Owners' Association is charged with managing funds and implementing programs in accordance with this Plan, and must provide annual reports to the Pleasanton City Council. The Owners' Association must provide an annual report to membership and the City of Pleasanton.

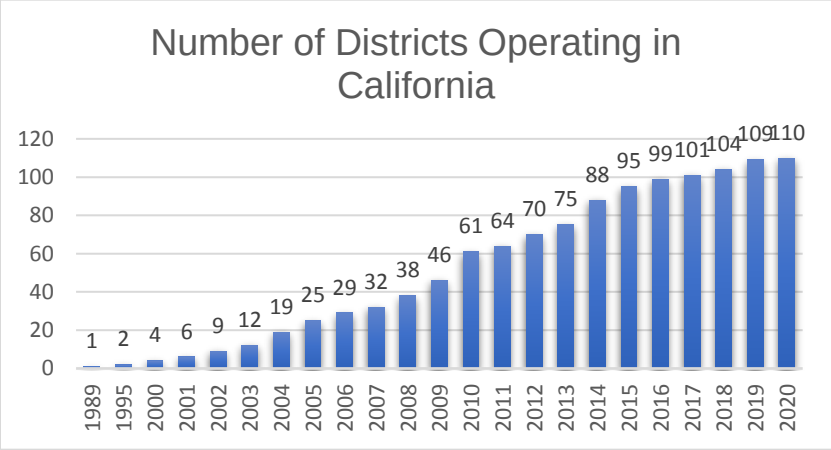
## II. ACCOMPLISHMENTS

The TVTMD was initially formed in 2006 and was most recently renewed in 2015 for a seven (7) year term. Over the course of the past seven (7) years, VTV has successfully executed hundreds of marketing campaigns, promotions and generated leads through sales events that brought more 'heads in beds' and 'cheeks in seats' to the region. With a current team of six (6) full time employees, VTV has accomplished the following highlights over the past two (2) years alone:

- Certification by Destination International as a Destination Marketing Accredited Program (DMAP);
- Recipient of the DMA West Best Idea Award 2019: Tri-Valley Ice Cream Trail;
- National Finalist for the US Travel Association Destiny Award 2019: Best DMO Website;
- Recipient of the Hermes Creative Award 2018 Gold Award: Tri-Valley Ice Cream Trail Video;
- New home of Tri-Valley Film Office;
- Delivered twelve (12) advertising campaigns annually;
- Produced the Tri-Valley Annual Visitors Guide (print and digital) and monthly consumer/stakeholder newsletters, collateral and branded swag;
- Inaugural Taste Tri-Valley Restaurant Week;
- 123k annual referrals to business listings on www.visittrivalley.com;
- Hosted 15+ journalists / 20m media impressions annually;
- Implemented Cultural Heritage Tourism Initiative across two counties;
- International and California Public Relations representation;
- Local Recovery Campaign "ToTriValleywithLove.com" with five (5) cities;
- Created multiple visitor 'trails': beer, wine, caffeine, ice cream;
- Collaborated with regional partners and Booking.com for additional hotel revenues;
- Booked high profile sporting events annually with significant ROI for members (i.e.: USA Water Polo, USA Weightlifting and USA Gymnastics);
- Trained front-line staff through "I AM TRI-VALLEY" educational platform;
- Provided free membership in California Hotel & Lodging Association for 40 hotels;
- Attended dozens of industry tradeshows with event and meeting planners for leads;
- Increased social media presence across Instagram, Facebook, Pinterest and Tiktok;
- Sponsored local events/ festivals (Scottish Games, Beer Festival, Concerts in the Park); and
- Provided essential crisis communications during pandemic and fires.

## III. BACKGROUND

TMDs are an evolution of the traditional Business Improvement District. The first TMD was formed in West Hollywood, California in 1989. Since then, over 100 California destinations have followed suit. In recent years, other states have begun adopting the California model – Montana, South Dakota, Washington, Colorado, Texas and Louisiana have adopted TMD laws. Several other states are in the process of adopting their own legislation. The cities of Wichita, Kansas and Newark, New Jersey used an existing business improvement district law to form a TBID. And, some cities, like Portland, Oregon and Memphis, Tennessee have utilized their home rule powers to create TMDs without a state law.




California's TMDs collectively raise over $300 million annually for local destination marketing. With competitors raising their budgets, and increasing rivalry for visitor dollars, it is important that Tri-Valley lodging businesses continue to invest in stable, lodging-specific marketing programs.

TMDs utilize the efficiencies of private sector operation in the market-based promotion of tourism districts. TMDs allow lodging business owners to organize their efforts to increase demand for room night sales. Lodging business owners within the TMD pay an assessment and those funds are used to provide services that increase demand for room night sales.

In California, most TMDs are formed pursuant to the Property and Business Improvement District Law of 1994. This law allows for the creation of a benefit assessment district to raise funds within a specific geographic area. *The key difference between TMDs and other benefit assessment districts is that funds raised are returned to the private non-profit corporation governing the district.*

There are many benefits to TMDs:

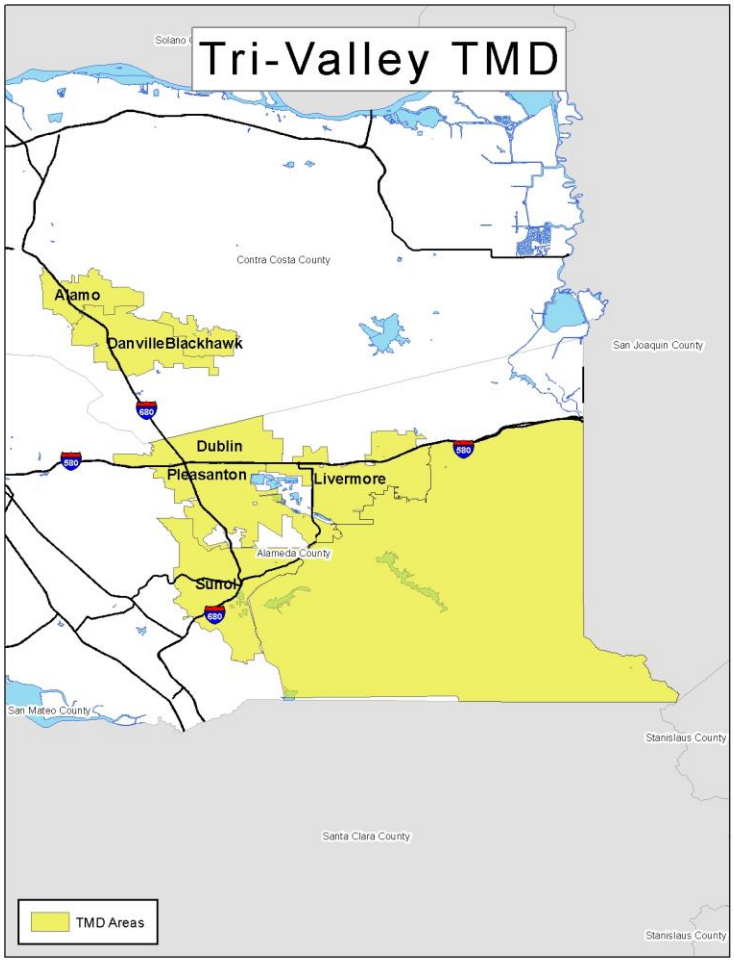
- Funds must be spent on services and improvements that provide a specific benefit only to those who pay;
- Funds cannot be diverted to general government programs;
- They are customized to fit the needs of payors in each destination;
- They allow for a wide range of services;
- They are ***designed, created and governed by those who will pay*** the assessment; and
- They provide a stable, long-term funding source for tourism promotion.

# IV. BOUNDARY

The proposed TVTMD includes all lodging businesses with five (5) rooms or more located within the boundaries of the Town of Danville, the cities of Dublin, Livermore, and Pleasanton and those portions of the unincorporated areas of Contra Costa and Alameda Counties shown on the map below, which include the communities of Alamo, Blackhawk, and Sunol, the portion of the counties that lies between the cities of Pleasanton and Livermore, and that portion of Alameda County which lies southeast of Interstate 580.

As used herein the term "lodging business" means any structure, or any portion of any structure, which is occupied or intended or designed for occupancy by transients for sleeping purposes. Lodging business includes any hotel, apartment complex, inn, motel, studio hotel, bachelor hotel, lodging house, or rooming house. Lodging business does not include vacation rentals.

The TVTMD's boundaries shall remain conterminous with each participating jurisdiction's boundaries. Therefore, future lodging businesses annexed into the participating jurisdiction's after the establishment of the TVTMD shall automatically be included within the TVTMD's boundaries when the responsible jurisdiction's Financial Officer issues a lodging license to that lodging business. The TVTMD, as shown below, will initially consist of forty (40) lodging businesses. The boundaries shall be the boundaries as noted above of each jurisdiction as may be amended from time to time. A complete listing of lodging businesses within the TVTMD can be found in Appendix 2.

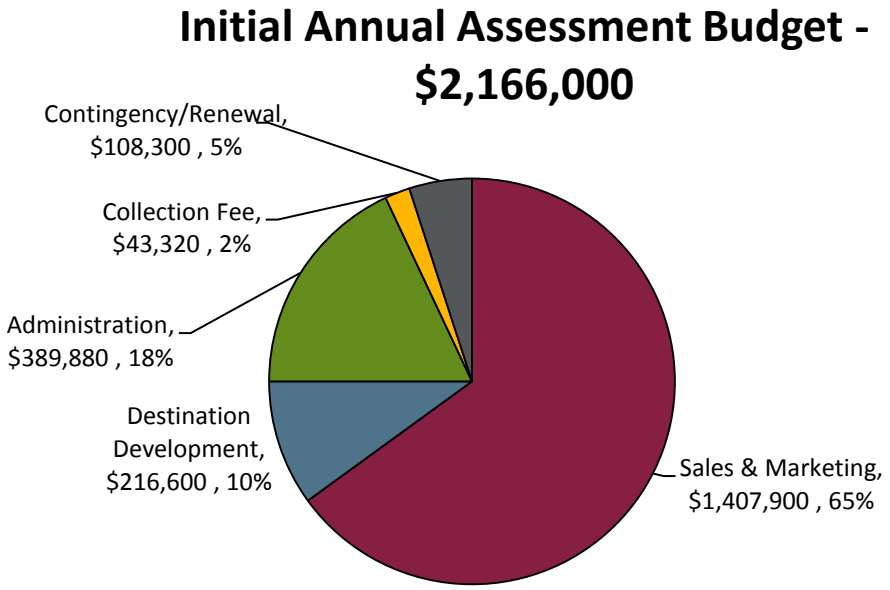


# V. ASSESSMENT BUDGET AND SERVICES

## A. Annual Service Plan

Assessment funds will be spent to provide specific benefits conferred or privileges granted directly to the payors that are not provided to those not charged, and which do not exceed the reasonable cost to the City of conferring the benefits or granting the privileges. The privileges and services provided with the TVTMD funds are sales & marketing and destination development programs available only to assessed businesses.

A service plan assessment budget has been developed to deliver services that benefit the assessed businesses. A detailed annual assessment budget will be developed and approved by VTV. The table below illustrates the initial annual assessment budget allocations. The total initial assessment budget is $2,166,000.




Although actual revenues will fluctuate due to market conditions, the proportional allocations of the budget shall remain the same. However, the City and the VTV board shall have the authority to adjust budget allocations between the categories by no more than fifteen percent (15%) of the total budget per year. A description of the proposed improvements and activities for the initial year of operation is below. The same activities are proposed for subsequent years. In the event of a legal challenge against the TVTMD, any and all assessment funds may be used for the costs of defending the TVTMD.

Each budget category includes all costs related to providing that service. For example, the sales and marketing budget includes the cost of staff time dedicated to overseeing and implementing the sales and marketing program. Staff time dedicated purely to administrative tasks is allocated to the administrative portion of the budget. The costs of an individual staff member may be allocated to multiple budget categories. The staffing levels necessary to provide the services below will be determined by the VTV on an as- needed basis.

**Sales & Marketing**

A sales, marketing, and communications program will promote assessed lodging businesses as a leisure, meeting, and event destinations. The sales, marketing, and communications program will have a central theme of promoting the Tri-Valley area as a desirable place for overnight visits. The program will have the goal of increasing overnight visitation and room night sales at assessed lodging businesses, and may include, but is not limited to, the following activities:

- Internet marketing efforts to increase awareness and optimize internet presence to drive overnight visitation and room sales to assessed lodging businesses; Print ads in magazines and newspapers, television ads, and radio ads targeted at potential visitors to drive overnight visitation and room sales to assessed lodging businesses;
- Building the Tri-Valley branding and local destination marketing to attract overnight visitation to assessed businesses and the TVTMD;
- Attendance of trade shows to promote assessed lodging businesses;
- Sales blitzes or sponsorships for assessed lodging businesses;
- Familiarization tours of assessed lodging businesses;
- Preparation and production of collateral promotional materials such as brochures, guides, flyers and maps featuring assessed lodging businesses;
- Attendance of professional industry conferences and affiliation events to promote assessed lodging businesses;
- Lead generation activities designed to attract tourists and group events to assessed lodging businesses;
- Director of Sales and General Manager meetings to plan and coordinate tourism promotion efforts for assessed lodging businesses;
- Education of hospitality staff on service and safety (related to alcohol and food) designed to create a visitor experience that will bring repeat visits to assessed lodging businesses;
- Education of lodging business management and the Owners' Association on marketing strategies best suited to meet assessed lodging businesses' needs; and
- Efforts supporting the Tri-Valley Film Office.

**Destination Development**

The Destination Development program will provide funding to assist in the building or financing of well-vetted capital improvement projects or programs which attract overnight visitors to assessed businesses. These projects may include, but is not limited to, the following activities:

- Comprehensive and integrated wayfinding signage system enhancements including signage to parking decks and lots;
- Art and cultural projects or programs, to attract overnight visitors;
- Gateway enhancements to attract overnight visitors;
- Improvements to existing parks and facilities utilized by overnight visitors;
- Safe and fun entertainment complex for young teens and adults utilized by overnight visitors;
- Live music venue which attracts overnight visitors;
- Infrastructure improvements that enhance Tri-Valley's competitive position to attract desirable special events year-round and attract overnight visitors;
- Destination product development research and master planning;
- Advocacy programs, memberships and partnerships dedicated to provide unified communication, engagement and leadership;
- Welcome center and kiosk development and brand-centric visitor services training program for both public and private sector staff; and
- Infrastructure improvements that enhance Tri-Valley's competitive position to attract desirable special events year-round and attract overnight visitors.

**Administration and Operations**
The administration and operations portion of the budget shall be utilized for administrative staffing costs, office costs, and other general administrative costs such as insurance, legal and accounting fees.

**Contingency & Reserve**
The budget includes a contingency line item to account for uncollected assessments, if any. If there are contingency funds collected, they may be held in a reserve fund or utilized for other program, administration or renewal costs at the discretion of the VTV Board. Policies relating to contributions to the reserve fund, the target amount of the reserve fund, and expenditure of monies from the reserve fund shall be set by the VTV Board. Contingency/reserve funds may be spent on District programs or administrative and renewal costs in such proportions as determined by the VTV Board. The reserve fund may be used for the costs of renewing the TVTMD.

**Collection Fee**
The Town of Danville, the cities of Dublin, Livermore, and Pleasanton, and the counties of Alameda and Contra Costa shall each be paid a fee equal to one percent (1%) of the amount of assessment collected within their jurisdiction to cover their costs of collection and administration. The City of Pleasanton shall be paid a fee equal to one percent (1%) of the amount of assessment collected in within its jurisdiction, plus one percent (1%) of the total assessment collected from all jurisdictions, to cover its costs of collection and administration.

## B. Annual Budget

The total ten (10) year improvement and service plan budget is projected at approximately $2,166,000 annually, or $29,546,246 through 2032 if the maximum assessment rates are adopted. A similar budget is expected to apply to subsequent years, but this budget is expected to fluctuate as room sales do, and if the assessment rate is increased. The budget is based on the most recent revenue reports from 2020.

If the maximum annual assessment increases are adopted by the Owners' Association upon approval from the Pleasanton City Council, the annual budget will increase as illustrated in the table below. The annual assessment rate may be subject to an increase each year starting in the third year, the amount of which shall be determined by the VTV Board. The total assessment rate may not exceed four dollars ($4.00).

The assessment rate shall be three dollars and twenty-five cents ($3.25) in the first year of the renewal, and increases may be implemented in later years at the discretion of the Owners' Association. The table below demonstrates the maximum with the assumption that the rates will be increased to the maximum possible rate of four dollars ($4.00) in year three; as it is a required disclosure, it is not the anticipated course of action. Alternate courses of action may be taken in regards to implementing the assessment rate increase other than what is demonstrated in the chart below, within the parameters of this Management District Plan. Additionally, a three percent (3%) annual increase in the total budget is shown, to account for estimated increased room night sales as a result of TVTMD efforts. This three percent (3%) annual increase is a conservative estimate based on the effects of similarly sized TMD budgets.

**Estimated Annual Budget If Maximum Assessment Rates Are Adopted**

| Year | Sales & Marketing | Destination Development | Administration | Collection Fee | Contingency/ Renewal | Total |
|---|---|---|---|---|---|---|
| **2022/23** | $1,407,900 | $216,600 | $389,880 | $43,320 | $108,300 | **$2,166,000** |
| **2023/24** | $1,450,137 | $223,098 | $401,576 | $44,620 | $111,549 | **$2,230,980** |
| **2024/25** | $1,838,327 | $282,820 | $509,075 | $56,564 | $141,410 | **$2,828,196** |
| **2025/26** | $1,893,477 | $291,304 | $524,347 | $58,261 | $145,652 | **$2,913,042** |
| **2026/27** | $1,950,281 | $300,043 | $540,078 | $60,009 | $150,022 | **$3,000,433** |
| **2027/28** | $2,008,790 | $309,045 | $556,280 | $61,809 | $154,522 | **$3,090,446** |
| **2028/29** | $2,069,053 | $318,316 | $572,969 | $63,663 | $159,158 | **$3,183,159** |
| **2029/30** | $2,131,125 | $327,865 | $590,158 | $65,573 | $163,933 | **$3,278,654** |
| **2030/31** | $2,195,059 | $337,701 | $607,862 | $67,540 | $168,851 | **$3,377,014** |
| **2031/32** | $2,260,911 | $347,832 | $626,098 | $69,566 | $173,916 | **$3,478,324** |
| **Total** | **$19,205,060** | **$2,954,625** | **$5,318,324** | **$590,925** | **$1,477,312** | **$29,546,246** |

The table below demonstrates the annual improvement and service plan budget with the assumption that the rates will not be increased during the TVTMD's ten (10) year term. Additionally, a three percent (3%) annual increase in the total budget is shown, to account for estimated increased room night sales as a result of TVTMD efforts.

**Estimated Annual Budget If Maximum Assessment Rates Are Not Adopted**

| Year | Sales & Marketing | Destination Development | Administration | Collection Fee | Contingency /Renewal | Total |
|---|---|---|---|---|---|---|
| **2022/23** | $1,407,900 | $216,600 | $389,880 | $43,320 | $108,300 | **$2,166,000** |
| **2023/24** | $1,450,137 | $223,098 | $401,576 | $44,620 | $111,549 | **$2,230,980** |
| **2024/25** | $1,493,641 | $229,791 | $413,624 | $45,958 | $114,895 | **$2,297,909** |
| **2025/26** | $1,538,450 | $236,685 | $426,032 | $47,337 | $118,342 | **$2,366,847** |
| **2026/27** | $1,584,604 | $243,785 | $438,813 | $48,757 | $121,893 | **$2,437,852** |
| **2027/28** | $1,632,142 | $251,099 | $451,978 | $50,220 | $125,549 | **$2,510,988** |
| **2028/29** | $1,681,106 | $258,632 | $465,537 | $51,726 | $129,316 | **$2,586,317** |
| **2029/30** | $1,731,539 | $266,391 | $479,503 | $53,278 | $133,195 | **$2,663,907** |
| **2030/31** | $1,783,486 | $274,382 | $493,888 | $54,876 | $137,191 | **$2,743,824** |
| **2031/32** | $1,836,990 | $282,614 | $508,705 | $56,523 | $141,307 | **$2,826,139** |
| **Total** | **$16,139,996** | **$2,483,076** | **$4,469,537** | **$496,615** | **$1,241,538** | **$24,830,763** |

### C. California Constitutional Compliance

The TVTMD assessment is not a property-based assessment subject to the requirements of Proposition 218. Courts have found Proposition 218 limited the term 'assessments' to levies on real property.[1] Rather, the TVTMD assessment is a business-based assessment, and is subject to Proposition 26. Pursuant to Proposition 26 all levies are a tax unless they fit one of seven exceptions.

[1] *Jarvis v. the City of San Diego* 72 Cal App. 4th 230

Two of these exceptions apply to the TVTMD, a "specific benefit" and a "specific government service." Both require that the costs of benefits or services do not exceed the reasonable costs to the City of conferring the benefits or providing the services.

### *1. Specific Benefit*

Proposition 26 requires that assessment funds be expended on, "a specific benefit conferred or privilege granted directly to the payor that is not provided to those not charged, and which does not exceed the reasonable costs to the local government of conferring the benefit or granting the privilege."[2] The services in this Plan are designed to provide targeted benefits directly to assessed businesses, and are intended only to provide benefits and services directly to those businesses paying the assessment. These services are tailored not to serve the general public, businesses in general, or parcels of land, but rather to serve the specific businesses within the TVTMD. The activities described in this Plan are specifically targeted to increase demand for room night sales for assessed lodging businesses within the boundaries of the TVTMD, and are narrowly tailored. TVTMD funds will be used exclusively to provide the specific benefit of increased demand for room night sales directly to the assessees. Assessment funds shall not be used to feature non-assessed lodging businesses in TVTMD programs, or to directly generate sales for non-assessed businesses. The activities paid for from assessment revenues are business services constituting and providing specific benefits to the assessed businesses.

The assessment imposed by this TVTMD is for a specific benefit conferred directly to the payors that is not provided to those not charged. The specific benefit conferred directly to the payors is an increase in demand for room night sales. The specific benefit of an increase in demand for room night sales for assessed lodging businesses will be provided only to lodging businesses paying the district assessment, with marketing & sales and destination development programs promoting lodging businesses paying the TVTMD assessment. The marketing & sales and destination development programs will be designed to increase room night sales at each assessed lodging businesses. Because they are necessary to provide the marketing & sales and destination development programs that specifically benefit the assessed lodging businesses, the administration and contingency services also provide the specific benefit of increased demand for room night sales to the assessed lodging businesses.

Although the TVTMD, in providing specific benefits to payors, may produce incidental benefits to non-paying businesses, the incidental benefit does not preclude the services from being considered a specific benefit. The legislature has found that, "A specific benefit is not excluded from classification as a 'specific benefit' merely because an indirect benefit to a nonpayor occurs incidentally and without cost to the payor as a consequence of providing the specific benefit to the payor."[3]

### *2. Specific Government Service*

The assessment may also be utilized to provide, "a specific government service or product provided directly to the payor that is not provided to those not charged, and which does not exceed the reasonable costs to the local government of providing the service or product."[4] The legislature has recognized that marketing and promotions services like those to be provided by the TVTMD are government services within the meaning of Proposition 26[5]. Further, the legislature has determined that "a specific government service is not excluded from classification as a 'specific government

[2] Cal. Const. art XIII C § 1(e)(1)
[3] Government Code § 53758(a)
[4] Cal. Const. art XIII C § 1(e)(2)
[5] Government Code § 53758(b)

service' merely because an indirect benefit to a nonpayor occurs incidentally and without cost to the payor as a consequence of providing the specific government service to the payor."[6]

### *3. Reasonable Cost*

TVTMD services will be implemented carefully to ensure they do not exceed the reasonable cost of such services. The full amount assessed will be used to provide the services described herein. Funds will be managed by the VTV, and reports submitted on an annual basis to the City. Only assessed lodging businesses will be featured in marketing materials, receive sales leads generated from TVTMD-funded activities, be featured in advertising campaigns, and benefit from other TVTMD-funded services. Non-assessed lodging businesses will not receive these, nor any other, TVTMD-funded services and benefits.

The TVTMD-funded programs are all targeted directly at and feature only assessed businesses. It is, however, possible that there will be a spill over benefit to non-assessed businesses. If non-assessed lodging businesses receive incremental room nights, that portion of the promotion or program generating those room nights shall be paid with non-TVTMD funds. TVTMD funds shall only be spent to benefit the assessed businesses, and shall not be spent on that portion of any program which directly generates incidental room nights for non-assessed businesses.

## D. Assessment

The annual assessment rate is three dollars and twenty-five cents ($3.25) of gross short-term room rental revenue. Based on the benefit received, assessments will not be collected on: stays of more than thirty (30) consecutive days, nor on stays by any Federal or State of California officer or employee when on official business who makes a claim that they are exempt, nor on stays by any officer or employee of a foreign government who is exempt by reason of express provision of federal law or international treaty. The annual assessment rate may be subject to an increase each year starting in the third year, the amount of which shall be determined by the VTV Board, as described in Section V. The total assessment rate may not exceed four dollars ($4.00).

The term "gross room rental revenue" as used herein means: the consideration charged, whether or not received, for the occupancy of space in a lodging business valued in money, whether to be received in money, goods, labor or otherwise, including all receipts, cash, credits and property and services of any kind or nature, without any deduction therefrom whatsoever. Gross room rental revenue shall not include any federal, state or local taxes collected, including but not limited to transient occupancy taxes.

The assessment is levied upon and a direct obligation of the assessed lodging business. However, the assessed lodging business may, at its discretion, pass the assessment on to transients. The amount of assessment, if passed on to each transient, shall be disclosed in advance and separately stated from the amount of rent charged and any other applicable taxes, and each transient shall receive a receipt for payment from the business. If the TVTMD assessment is identified separately it shall be disclosed as the "TVTMD Assessment." As an alternative, the disclosure may include the amount of the TVTMD assessment and the amount of the assessment imposed pursuant to the California Tourism Marketing Act, Government Code §13995 et seq. and shall be disclosed as the "Tourism Assessment." The assessment is imposed solely upon, and is the sole obligation of the assessed lodging business even if it is passed on to transients. The assessment shall not be considered revenue for any purpose, including calculation of transient occupancy taxes.

[6] Government Code § 53758(b)

Bonds may be issued.

### E. Penalties and Interest

The TVTMD shall reimburse the Cities, Town and Counties for any costs associated with collecting unpaid assessments. If sums in excess of the delinquent TVTMD assessment are sought to be recovered in the same collection action by the City, the TVTMD shall bear its pro rata share of such collection costs. Assessed businesses which are delinquent in paying the assessment shall be responsible for paying:

1. Any business which fails to pay any assessment within the time required shall pay a penalty of ten percent (10%) of the amount of the assessment in addition to the amount of the assessment.
2. Any business which fails to remit any delinquent assessment on or before a period of 30 days following the date on which the assessment first became delinquent shall pay a second delinquency penalty of ten percent (10%) of the amount of the assessment in addition to the amount of the assessment and the ten percent (10%) penalty first imposed.
3. If it is determined that the nonpayment of any assessment is due to fraud, a penalty of twenty-five percent (25%) of the amount of the assessment shall be added thereto in addition to the penalties stated above.
4. In addition to the penalties imposed, any business which fails to remit any assessment shall pay interest at the rate of one-half of one percent (0.5%) per month or fraction thereof on the amount of the assessment, exclusive of penalties, from the date on which the assessment first became delinquent until paid.
5. Every penalty imposed and such interest as accrues shall become a part of the assessment required to be paid.

### F. Time and Manner for Collecting Assessments

The TVTMD assessment will be implemented beginning beginning July 1, 2022, or as soon as possible thereafter, and end ten (10) years from its start date. Each City, Town and County will be responsible for collecting the assessment on a quarterly basis (including any delinquencies, penalties and interest) from each lodging business located in the boundaries of the TVTMD. Each City Town and County shall take all reasonable efforts to collect the assessments from each lodging business. On a quarterly basis, each City, Town and County shall forward the assessment collected to the City of Pleasanton. The City of Pleasanton shall forward the assessments collected to the Owners' Association.

# VI. GOVERNANCE

## A. Owners' Association

The Pleasanton City Council, through adoption of this Management District Plan, has the right, pursuant to Streets and Highways Code §36651, to identify the body that shall implement the proposed program, which shall be the Owners' Association of the TVTMD as defined in Streets and Highways Code §36612. The Pleasanton City Council has determined that Visit Tri-Valley will continue to serve as the Owners' Association for the TVTMD.

More than one-half of the members of the Visit Tri-Valley Board of Directors shall be representatives of assessed lodging businesses.

## B. Brown Act and California Public Records Act Compliance

An Owners' Association is a private entity and may not be considered a public entity for any purpose, nor may its board members or staff be considered to be public officials for any purpose. The Owners' Association is, however, subject to government regulations relating to transparency, namely the Ralph M. Brown Act and the California Public Records Act. These regulations are designed to promote public accountability. The Owners' Association acts as a legislative body under the Ralph M. Brown Act (Government Code §54950 et seq.). Thus, meetings of the VTV board and certain committees must be held in compliance with the public notice and other requirements of the Brown Act. The Owners' Association is also subject to the record keeping and disclosure requirements of the California Public Records Act. Accordingly, the Owners' Association shall publicly report any action taken and the vote or abstention on that action of each member present for the action.

## C. Annual Report

The VTV shall present an annual report at the end of each year of operation to the City Council pursuant to Streets and Highways Code §36650 (see Appendix 1). The annual report shall include:

- Any proposed changes in the boundaries of the improvement district or in any benefit zones or classification of businesses within the district.
- The improvements and activities to be provided for that fiscal year.
- An estimate of the cost of providing the improvements and the activities for that fiscal year.
- The method and basis of levying the assessment in sufficient detail to allow each business owner to estimate the amount of the assessment to be levied against his or her business for that fiscal year.
- The estimated amount of any surplus or deficit revenues to be carried over from a previous fiscal year.
- The estimated amount of any contributions to be made from sources other than assessments levied pursuant to this part.

# APPENDIX 1 – LAW

*** THIS DOCUMENT IS CURRENT THROUGH THE 2021 SUPPLEMENT ***
(ALL 2020 LEGISLATION)

**STREETS AND HIGHWAYS CODE**
**DIVISION 18. PARKING**
**PART 7. PROPERTY AND BUSINESS IMPROVEMENT DISTRICT LAW OF 1994**

**CHAPTER 1. General Provisions**

**ARTICLE 1. Declarations**

**36600. Citation of part**

This part shall be known and may be cited as the "Property and Business Improvement District Law of 1994."

**36601. Legislative findings and declarations; Legislative guidance**

The Legislature finds and declares all of the following:

(a) Businesses located and operating within business districts in some of this state's communities are economically disadvantaged, are underutilized, and are unable to attract customers due to inadequate facilities, services, and activities in the business districts.

(b) It is in the public interest to promote the economic revitalization and physical maintenance of business districts in order to create jobs, attract new businesses, and prevent the erosion of the business districts.

(c) It is of particular local benefit to allow business districts to fund business related improvements, maintenance, and activities through the levy of assessments upon the businesses or real property that receive benefits from those improvements.

(d) Assessments levied for the purpose of conferring special benefit upon the real property or a specific benefit upon the businesses in a business district are not taxes for the general benefit of a city, even if property, businesses, or persons not assessed receive incidental or collateral effects that benefit them.

(e) Property and business improvement districts formed throughout this state have conferred special benefits upon properties and businesses within their districts and have made those properties and businesses more useful by providing the following benefits:

(1) Crime reduction. A study by the Rand Corporation has confirmed a 12-percent reduction in the incidence of robbery and an 8-percent reduction in the total incidence of violent crimes within the 30 districts studied.

(2) Job creation.

(3) Business attraction.

(4) Business retention.

(5) Economic growth.

(6) New investments.

(f) With the dissolution of redevelopment agencies throughout the state, property and business improvement districts have become even more important tools with which communities can combat blight, promote economic opportunities, and create a clean and safe environment.

(g) Since the enactment of this act, the people of California have adopted Proposition 218, which added Article XIII D to the Constitution in order to place certain requirements and restrictions on the formation of, and activities, expenditures, and assessments by property-based districts. Article XIII D of the Constitution provides that property-based districts may only levy assessments for special benefits.

(h) The act amending this section is intended to provide the Legislature's guidance with regard to this act, its interaction with the provisions of Article XIII D of the Constitution, and the determination of special benefits in property-based districts.

(1) The lack of legislative guidance has resulted in uncertainty and inconsistent application of this act, which discourages the use of assessments to fund needed improvements, maintenance, and activities in property-based districts, contributing to blight and other underutilization of property.

(2) Activities undertaken for the purpose of conferring special benefits upon property to be assessed inherently produce incidental or collateral effects that benefit property or persons not assessed. Therefore, for special benefits to exist as a separate and distinct category from general benefits, the

incidental or collateral effects of those special benefits are inherently part of those special benefits. The mere fact that special benefits produce incidental or collateral effects that benefit property or persons not assessed does not convert any portion of those special benefits or their incidental or collateral effects into general benefits.

(3) It is of the utmost importance that property-based districts created under this act have clarity regarding restrictions on assessments they may levy and the proper determination of special benefits. Legislative clarity with regard to this act will provide districts with clear instructions and courts with legislative intent regarding restrictions on property-based assessments, and the manner in which special benefits should be determined.

**36602. Purpose of part**

The purpose of this part is to supplement previously enacted provisions of law that authorize cities to levy assessments within property and business improvement districts, to ensure that those assessments conform to all constitutional requirements and are determined and assessed in accordance with the guidance set forth in this act. This part does not affect or limit any other provisions of law authorizing or providing for the furnishing of improvements or activities or the raising of revenue for these purposes.

**36603. Preemption of authority or charter city to adopt ordinances levying assessments**

Nothing in this part is intended to preempt the authority of a charter city to adopt ordinances providing for a different method of levying assessments for similar or additional purposes from those set forth in this part. A property and business improvement district created pursuant to this part is expressly exempt from the provisions of the Special Assessment Investigation, Limitation and Majority Protest Act of 1931 (Division 4 (commencing with Section 2800)).

**36603.5. Part prevails over conflicting provisions**

Any provision of this part that conflicts with any other provision of law shall prevail over the other provision of law, as to districts created under this part.

**36604. Severability**

This part is intended to be construed liberally and, if any provision is held invalid, the remaining provisions shall remain in full force and effect. Assessments levied under this part are not special taxes.

**ARTICLE 2. Definitions**

**36606. "Activities"**

"Activities" means, but is not limited to, all of the following that benefit businesses or real property in the district:

(a) Promotion of public events.

(b) Furnishing of music in any public place.

(c) Promotion of tourism within the district.

(d) Marketing and economic development, including retail retention and recruitment.

(e) Providing security, sanitation, graffiti removal, street and sidewalk cleaning, and other municipal services supplemental to those normally provided by the municipality.

(f) Other services provided for the purpose of conferring special benefit upon assessed real property or specific benefits upon assessed businesses located in the district.

**36606.5. "Assessment"**

"Assessment" means a levy for the purpose of acquiring, constructing, installing, or maintaining improvements and providing activities that will provide certain benefits to properties or businesses located within a property and business improvement district.

**36607. "Business"**

"Business" means all types of businesses and includes financial institutions and professions.

**36608. "City"**

"City" means a city, county, city and county, or an agency or entity created pursuant to Article 1 (commencing with Section 6500) of Chapter 5 of Division 7 of Title 1 of the Government Code, the public member agencies of which includes only cities, counties, or a city and county, or the State of California.

**36609. "City council"**

"City council" means the city council of a city or the board of supervisors of a county, or the agency, commission, or board created pursuant to a joint powers agreement and which is a city within the meaning of this part.

**36609.4. "Clerk"**

"Clerk" means the clerk of the legislative body.

**36609.5. "General benefit"**

"General benefit" means, for purposes of a property-based district, any benefit that is not a "special benefit" as defined in Section 36615.5.

**36610. "Improvement"**

"Improvement" means the acquisition, construction, installation, or maintenance of any tangible property with an estimated useful life of five years or more including, but not limited to, the following:

(a) Parking facilities.
(b) Benches, booths, kiosks, display cases, pedestrian shelters and signs.
(c) Trash receptacles and public restrooms.
(d) Lighting and heating facilities.
(e) Decorations.
(f) Parks.
(g) Fountains.
(h) Planting areas.
(i) Closing, opening, widening, or narrowing of existing streets.
(j) Facilities or equipment, or both, to enhance security of persons and property within the district.
(k) Ramps, sidewalks, plazas, and pedestrian malls.
(l) Rehabilitation or removal of existing structures.

**36611. "Management district plan"; "Plan"**

"Management district plan" or "plan" means a proposal as defined in Section 36622.

**36612. "Owners' association"**

"Owners' association" means a private nonprofit entity that is under contract with a city to administer or implement improvements, maintenance, and activities specified in the management district plan. An owners' association may be an existing nonprofit entity or a newly formed nonprofit entity. An owners' association is a private entity and may not be considered a public entity for any purpose, nor may its board members or staff be considered to be public officials for any purpose. Notwithstanding this section, an owners' association shall comply with the Ralph M. Brown Act (Chapter 9 (commencing with Section 54950) of Part 1 of Division 2 of Title 5 of the Government Code), at all times when matters within the subject matter of the district are heard, discussed, or deliberated, and with the California Public Records Act (Chapter 3.5 (commencing with Section 6250) of Division 7 of Title 1 of the Government Code), for all records relating to activities of the district.

**36614. "Property"**

"Property" means real property situated within a district.

**36614.5. "Property and business improvement district"; "District"**

"Property and business improvement district," or "district," means a property and business improvement district established pursuant to this part.

**36614.6. "Property-based assessment"**

"Property-based assessment" means any assessment made pursuant to this part upon real property.

**36614.7. "Property-based district"**

"Property-based district" means any district in which a city levies a property-based assessment.

**36615. "Property owner"; "Business owner"; "Owner"**

"Property owner" means any person shown as the owner of land on the last equalized assessment roll or otherwise known to be the owner of land by the city council. "Business owner" means any person recognized by the city as the owner of the business. "Owner" means either a business owner or a property owner. The city council has no obligation to obtain other information as to the ownership of land or businesses, and its determination of ownership shall be final and conclusive for the purposes of this part. Wherever this part requires the signature of the property owner, the signature of the authorized agent of the property owner shall be sufficient. Wherever this part requires the signature of the business owner, the signature of the authorized agent of the business owner shall be sufficient.

**36615.5. "Special benefit"**

"Special benefit" means, for purposes of a property-based district, a particular and distinct benefit over and above general benefits conferred on real property located in a district or to the public at large. Special benefit includes incidental or collateral effects that arise from the improvements, maintenance, or activities of property-based districts even if those incidental or collateral effects benefit property or persons not assessed. Special benefit excludes general enhancement of property value.

**36616. "Tenant"**

"Tenant" means an occupant pursuant to a lease of commercial space or a dwelling unit, other than an owner.

## ARTICLE 3. Prior Law

**36617. Alternate method of financing certain improvements and activities; Effect on other provisions**

This part provides an alternative method of financing certain improvements and activities. The provisions of this part shall not affect or limit any other provisions of law authorizing or providing for the furnishing of improvements or activities or the raising of revenue for these purposes. Every improvement area established pursuant to the Parking and Business Improvement Area Law of 1989 (Part 6 (commencing with Section 36500) of this division) is valid and effective and is unaffected by this part.

## CHAPTER 2. Establishment

**36620. Establishment of property and business improvement district**

A property and business improvement district may be established as provided in this chapter.

**36620.5. Requirement of consent of city council**

A county may not form a district within the territorial jurisdiction of a city without the consent of the city council of that city. A city may not form a district within the unincorporated territory of a county without the consent of the board

of supervisors of that county. A city may not form a district within the territorial jurisdiction of another city without the consent of the city council of the other city.

**36621. Initiation of proceedings; Petition of property or business owners in proposed district**

(a) Upon the submission of a written petition, signed by the property or business owners in the proposed district who will pay more than 50 percent of the assessments proposed to be levied, the city council may initiate proceedings to form a district by the adoption of a resolution expressing its intention to form a district. The amount of assessment attributable to property or a business owned by the same property or business owner that is in excess of 40 percent of the amount of all assessments proposed to be levied, shall not be included in determining whether the petition is signed by property or business owners who will pay more than 50 percent of the total amount of assessments proposed to be levied.

(b) The petition of property or business owners required under subdivision (a) shall include a summary of the management district plan. That summary shall include all of the following:

(1) A map showing the boundaries of the district.

(2) Information specifying where the complete management district plan can be obtained.

(3) Information specifying that the complete management district plan shall be furnished upon request.

(c) The resolution of intention described in subdivision (a) shall contain all of the following:

(1) A brief description of the proposed improvements, maintenance, and activities, the amount of the proposed assessment, a statement as to whether the assessment will be levied on property or businesses within the district, a statement as to whether bonds will be issued, and a description of the exterior boundaries of the proposed district, which may be made by reference to any plan or map that is on file with the clerk. The descriptions and statements do not need to be detailed and shall be sufficient if they enable an owner to generally identify the nature and extent of the improvements, maintenance, and activities, and the location and extent of the proposed district.

(2) A time and place for a public hearing on the establishment of the property and business improvement district and the levy of assessments, which shall be consistent with the requirements of Section 36623.

**36622. Contents of management district plan**

The management district plan shall include, but is not limited to, all of the following:

(a) If the assessment will be levied on property, a map of the district in sufficient detail to locate each parcel of property and, if businesses are to be assessed, each business within the district. If the assessment will be levied on businesses, a map that identifies the district boundaries in sufficient detail to allow a business owner to reasonably determine whether a business is located within the district boundaries. If the assessment will be levied on property and businesses, a map of the district in sufficient detail to locate each parcel of property and to allow a business owner to reasonably determine whether a business is located within the district boundaries.

(b) The name of the proposed district.

(c) A description of the boundaries of the district, including the boundaries of benefit zones, proposed for establishment or extension in a manner sufficient to identify the affected property and businesses included, which may be made by reference to any plan or map that is on file with the clerk. The boundaries of a proposed property assessment district shall not overlap with the boundaries of another existing property assessment district created pursuant to this part. This part does not prohibit the boundaries of a district created pursuant to this part to overlap with other assessment districts established pursuant to other provisions of law, including, but not limited to, the Parking and Business Improvement Area Law of 1989 (Part 6 (commencing with Section 36500)). This part does not prohibit the boundaries of a business assessment district created pursuant to this part to overlap with another business assessment district created pursuant to this part. This part does not prohibit the boundaries of a business assessment district created pursuant to this part to overlap with a property assessment district created pursuant to this part.

(d) The improvements, maintenance, and activities proposed for each year of operation of the district and the maximum cost thereof. If the improvements, maintenance, and activities proposed for each year of operation are the same, a description of the first year's proposed improvements, maintenance, and activities and a statement that the same improvements, maintenance, and activities are proposed for subsequent years shall satisfy the requirements of this subdivision.

(e) The total annual amount proposed to be expended for improvements, maintenance, or activities, and debt service in each year of operation of the district. If the assessment is levied on businesses, this amount may be estimated based upon the assessment rate. If the total annual amount proposed to be expended in each year of operation of the district is not significantly different, the amount proposed to be expended in the initial year and a statement that a similar amount applies to subsequent years shall satisfy the requirements of this subdivision.

(f) The proposed source or sources of financing, including the proposed method and basis of levying the assessment in sufficient detail to allow each property or business owner to calculate the amount of the assessment to be levied against his or her property or business. The plan also shall state whether bonds will be issued to finance improvements.

(g) The time and manner of collecting the assessments.

(h) The specific number of years in which assessments will be levied. In a new district, the maximum number of years shall be five. Upon renewal, a district shall have a term not to exceed 10 years. Notwithstanding these limitations, a district created pursuant to this part to finance capital improvements with bonds may levy assessments until the maximum maturity of the bonds. The management district plan may set forth specific increases in assessments for each year of operation of the district.

(i) The proposed time for implementation and completion of the management district plan.

(j) Any proposed rules and regulations to be applicable to the district.

(k) (1) A list of the properties or businesses to be assessed, including the assessor's parcel numbers for properties to be assessed, and a statement of the method or methods by which the expenses of a district will be imposed upon benefited real property or businesses, in proportion to the benefit received by the property or business, to defray the cost thereof.

(2) In a property-based district, the proportionate special benefit derived by each identified parcel shall be determined exclusively in relationship to the entirety of the capital cost of a public improvement, the maintenance and operation expenses of a public improvement, or the cost of the activities. An assessment shall not be imposed on any parcel that exceeds the reasonable cost of the proportional special benefit conferred on that parcel. Only special benefits are assessable, and a property-based district shall separate the general benefits, if any, from the special benefits conferred on a parcel. Parcels within a property-based district that are owned or used by any city, public agency, the State of California, or the United States shall not be exempt from assessment unless the governmental entity can demonstrate by clear and convincing evidence that those publicly owned parcels in fact receive no special benefit. The value of any incidental, secondary, or collateral effects that arise from the improvements, maintenance, or activities of a property-based district and that benefit property or persons not assessed shall not be deducted from the entirety of the cost of any special benefit or affect the proportionate special benefit derived by each identified parcel.

(l) In a property-based district, the total amount of all special benefits to be conferred upon the properties located within the property-based district.

(m) In a property-based district, the total amount of general benefits, if any.

(n) In a property-based district, a detailed engineer's report prepared by a registered professional engineer certified by the State of California supporting all assessments contemplated by the management district plan.

(o) Any other item or matter required to be incorporated therein by the city council.

**<u>36623.</u> Procedure to levy assessment**

(a) If a city council proposes to levy a new or increased property assessment, the notice and protest and hearing procedure shall comply with Section 53753 of the Government Code.

(b) If a city council proposes to levy a new or increased business assessment, the notice and protest and hearing procedure shall comply with Section 54954.6 of the Government Code, except that notice shall be mailed to the owners of the businesses proposed to be assessed. A protest may be made orally or in writing by any interested person. Every written protest shall be filed with the clerk at or before the time fixed for the public hearing. The city council may waive any irregularity in the form or content of any written protest. A written protest may be withdrawn in writing at any time before the conclusion of the public hearing. Each written protest shall contain a description of the business in which the person subscribing the protest is interested sufficient to identify the business and, if a person subscribing is not shown on the official records of the city as the owner of the business, the protest shall contain or be accompanied by written evidence that the person subscribing is the owner of the business or the authorized representative. A written protest that does not comply with this section shall not be counted in determining a majority protest. If written protests are received from the owners or authorized representatives of businesses in the proposed district that will pay

50 percent or more of the assessments proposed to be levied and protests are not withdrawn so as to reduce the protests to less than 50 percent, no further proceedings to levy the proposed assessment against such businesses, as contained in the resolution of intention, shall be taken for a period of one year from the date of the finding of a majority protest by the city council.

(c) If a city council proposes to conduct a single proceeding to levy both a new or increased property assessment and a new or increased business assessment, the notice and protest and hearing procedure for the property assessment shall comply with subdivision (a), and the notice and protest and hearing procedure for the business assessment shall comply with subdivision (b). If a majority protest is received from either the property or business owners, that respective portion of the assessment shall not be levied. The remaining portion of the assessment may be levied unless the improvement or other special benefit was proposed to be funded by assessing both property and business owners.

**36624. Changes to proposed assessments**

At the conclusion of the public hearing to establish the district, the city council may adopt, revise, change, reduce, or modify the proposed assessment or the type or types of improvements, maintenance, and activities to be funded with the revenues from the assessments. Proposed assessments may only be revised by reducing any or all of them. At the public hearing, the city council may only make changes in, to, or from the boundaries of the proposed property and business improvement district that will exclude territory that will not benefit from the proposed improvements, maintenance, and activities. Any modifications, revisions, reductions, or changes to the proposed assessment district shall be reflected in the notice and map recorded pursuant to Section 36627.

**36625. Resolution of formation**

(a) If the city council, following the public hearing, decides to establish a proposed property and business improvement district, the city council shall adopt a resolution of formation that shall include, but is not limited to, all of the following:

(1) A brief description of the proposed improvements, maintenance, and activities, the amount of the proposed assessment, a statement as to whether the assessment will be levied on property, businesses, or both within the district, a statement on whether bonds will be issued, and a description of the exterior boundaries of the proposed district, which may be made by reference to any plan or map that is on file with the clerk. The descriptions and statements need not be detailed and shall be sufficient if they enable an owner to generally identify the nature and extent of the improvements, maintenance, and activities and the location and extent of the proposed district.

(2) The number, date of adoption, and title of the resolution of intention.

(3) The time and place where the public hearing was held concerning the establishment of the district.

(4) A determination regarding any protests received. The city shall not establish the district or levy assessments if a majority protest was received.

(5) A statement that the properties, businesses, or properties and businesses in the district established by the resolution shall be subject to any amendments to this part.

(6) A statement that the improvements, maintenance, and activities to be conferred on businesses and properties in the district will be funded by the levy of the assessments. The revenue from the levy of assessments within a district shall not be used to provide improvements, maintenance, or activities outside the district or for any purpose other than the purposes specified in the resolution of intention, as modified by the city council at the hearing concerning establishment of the district. Notwithstanding the foregoing, improvements and activities that must be provided outside the district boundaries to create a special or specific benefit to the assessed parcels or businesses may be provided, but shall be limited to marketing or signage pointing to the district.

(7) A finding that the property or businesses within the area of the property and business improvement district will be benefited by the improvements, maintenance, and activities funded by the proposed assessments, and, for a property-based district, that property within the district will receive a special benefit.

(8) In a property-based district, the total amount of all special benefits to be conferred on the properties within the property-based district.

(b) The adoption of the resolution of formation and, if required, recordation of the notice and map pursuant to Section 36627 shall constitute the levy of an assessment in each of the fiscal years referred to in the management district plan.

**36627. Notice and assessment diagram**

Following adoption of the resolution establishing district assessments on properties pursuant to Section 36625, the clerk shall record a notice and an assessment diagram pursuant to Section 3114. No other provision of Division 4.5 (commencing with Section 3100) applies to an assessment district created pursuant to this part.

**36628. Establishment of separate benefit zones within district; Categories of businesses**

The city council may establish one or more separate benefit zones within the district based upon the degree of benefit derived from the improvements or activities to be provided within the benefit zone and may impose a different assessment within each benefit zone. If the assessment is to be levied on businesses, the city council may also define categories of businesses based upon the degree of benefit that each will derive from the improvements or activities to be provided within the district and may impose a different assessment or rate of assessment on each category of business, or on each category of business within each zone.

**36628.5. Assessments on businesses or property owners**

The city council may levy assessments on businesses or on property owners, or a combination of the two, pursuant to this part. The city council shall structure the assessments in whatever manner it determines corresponds with the distribution of benefits from the proposed improvements, maintenance, and activities, provided that any property-based assessment conforms with the requirements set forth in paragraph (2) of subdivision (k) of Section 36622.

**36629. Provisions and procedures applicable to benefit zones and business categories**

All provisions of this part applicable to the establishment, modification, or disestablishment of a property and business improvement district apply to the establishment, modification, or disestablishment of benefit zones or categories of business. The city council shall, to establish, modify, or disestablish a benefit zone or category of business, follow the procedure to establish, modify, or disestablish a property and business improvement district.

**36630. Expiration of district; Creation of new district**

If a property and business improvement district expires due to the time limit set pursuant to subdivision (h) of Section 36622, a new management district plan may be created and the district may be renewed pursuant to this part.

## CHAPTER 3. Assessments

**36631. Time and manner of collection of assessments; Delinquent payments**

The collection of the assessments levied pursuant to this part shall be made at the time and in the manner set forth by the city council in the resolution levying the assessment. Assessments levied on real property may be collected at the same time and in the same manner as for the ad valorem property tax, and may provide for the same lien priority and penalties for delinquent payment. All delinquent payments for assessments levied pursuant to this part may be charged interest and penalties.

**36632. Assessments to be based on estimated benefit; Classification of real property and businesses; Exclusion of residential and agricultural property**

(a) The assessments levied on real property pursuant to this part shall be levied on the basis of the estimated benefit to the real property within the property and business improvement district. The city council may classify properties for purposes of determining the benefit to property of the improvements and activities provided pursuant to this part.

(b) Assessments levied on businesses pursuant to this part shall be levied on the basis of the estimated benefit to the businesses within the property and business improvement district. The city council may classify businesses for purposes of determining the benefit to the businesses of the improvements and activities provided pursuant to this part.

(c) Properties zoned solely for residential use, or that are zoned for agricultural use, are conclusively presumed not to benefit from the improvements and service funded through these assessments, and shall not be subject to any assessment pursuant to this part.

**36633. Time for contesting validity of assessment**

The validity of an assessment levied under this part shall not be contested in an action or proceeding unless the action or proceeding is commenced within 30 days after the resolution levying the assessment is adopted pursuant to Section 36625. An appeal from a final judgment in an action or proceeding shall be perfected within 30 days after the entry of judgment.

**36634. Service contracts authorized to establish levels of city services**

The city council may execute baseline service contracts that would establish levels of city services that would continue after a property and business improvement district has been formed.

**36635. Request to modify management district plan**

The owners' association may, at any time, request that the city council modify the management district plan. Any modification of the management district plan shall be made pursuant to this chapter.

**36636. Modification of plan by resolution after public hearing; Adoption of resolution of intention**

(a) Upon the written request of the owners' association, the city council may modify the management district plan after conducting one public hearing on the proposed modifications. The city council may modify the improvements and activities to be funded with the revenue derived from the levy of the assessments by adopting a resolution determining to make the modifications after holding a public hearing on the proposed modifications. If the modification includes the levy of a new or increased assessment, the city council shall comply with Section 36623. Notice of all other public hearings pursuant to this section shall comply with both of the following:

(1) The resolution of intention shall be published in a newspaper of general circulation in the city once at least seven days before the public hearing.

(2) A complete copy of the resolution of intention shall be mailed by first class mail, at least 10 days before the public hearing, to each business owner or property owner affected by the proposed modification.

(b) The city council shall adopt a resolution of intention which states the proposed modification prior to the public hearing required by this section. The public hearing shall be held not more than 90 days after the adoption of the resolution of intention.

**36637. Reflection of modification in notices recorded and maps**

Any subsequent modification of the resolution shall be reflected in subsequent notices and maps recorded pursuant to Division 4.5 (commencing with Section 3100), in a manner consistent with the provisions of Section 36627.

## CHAPTER 3.5. Financing

**36640. Bonds authorized; Procedure; Restriction on reduction or termination of assessments**

(a)The city council may, by resolution, determine and declare that bonds shall be issued to finance the estimated cost of some or all of the proposed improvements described in the resolution of formation adopted pursuant to Section 36625, if the resolution of formation adopted pursuant to that section provides for the issuance of bonds, under the Improvement Bond Act of 1915 (Division 10 (commencing with Section 8500)) or in conjunction with Marks-Roos Local Bond Pooling Act of 1985 (Article 4 (commencing with Section 6584) of Chapter 5 of Division 7 of Title 1 of the Government Code). Either act, as the case may be, shall govern the proceedings relating to the issuance of bonds, although proceedings under the Bond Act of 1915 may be modified by the city council as necessary to accommodate assessments levied upon business pursuant to this part.

(b) The resolution adopted pursuant to subdivision (a) shall generally describe the proposed improvements specified in the resolution of formation adopted pursuant to Section 36625, set forth the estimated cost of those improvements, specify the number of annual installments and the fiscal years during which they are to be collected. The amount of debt service to retire the bonds shall not exceed the amount of revenue estimated to be raised from assessments over 30 years.
(c) Notwithstanding any other provision of this part, assessments levied to pay the principal and interest on any bond issued pursuant to this section shall not be reduced or terminated if doing so would interfere with the timely retirement of the debt.

## CHAPTER 4. Governance

### 36650. Report by owners' association; Approval or modification by city council

(a) The owners' association shall cause to be prepared a report for each fiscal year, except the first year, for which assessments are to be levied and collected to pay the costs of the improvements, maintenance, and activities described in the report. The owners' association's first report shall be due after the first year of operation of the district. The report may propose changes, including, but not limited to, the boundaries of the property and business improvement district or any benefit zones within the district, the basis and method of levying the assessments, and any changes in the classification of property, including any categories of business, if a classification is used.
(b) The report shall be filed with the clerk and shall refer to the property and business improvement district by name, specify the fiscal year to which the report applies, and, with respect to that fiscal year, shall contain all of the following information:
(1) Any proposed changes in the boundaries of the property and business improvement district or in any benefit zones or classification of property or businesses within the district.
(2) The improvements, maintenance, and activities to be provided for that fiscal year.
(3) An estimate of the cost of providing the improvements, maintenance, and activities for that fiscal year.
(4) The method and basis of levying the assessment in sufficient detail to allow each real property or business owner, as appropriate, to estimate the amount of the assessment to be levied against his or her property or business for that fiscal year.
(5) The estimated amount of any surplus or deficit revenues to be carried over from a previous fiscal year.
(6) The estimated amount of any contributions to be made from sources other than assessments levied pursuant to this part.
(c) The city council may approve the report as filed by the owners' association or may modify any particular contained in the report and approve it as modified. Any modification shall be made pursuant to Sections 36635 and 36636.
The city council shall not approve a change in the basis and method of levying assessments that would impair an authorized or executed contract to be paid from the revenues derived from the levy of assessments, including any commitment to pay principal and interest on any bonds issued on behalf of the district.

### 36651. Designation of owners' association to provide improvements, maintenance, and activities

The management district plan may, but is not required to, state that an owners' association will provide the improvements, maintenance, and activities described in the management district plan. If the management district plan designates an owners' association, the city shall contract with the designated nonprofit corporation to provide services.

## CHAPTER 5. Renewal

### 36660. Renewal of district; Transfer or refund of remaining revenues; District term limit

(a) Any district previously established whose term has expired, or will expire, may be renewed by following the procedures for establishment as provided in this chapter.
(b) Upon renewal, any remaining revenues derived from the levy of assessments, or any revenues derived from the sale of assets acquired with the revenues, shall be transferred to the renewed district. If the renewed district includes additional parcels or businesses not included in the prior district, the remaining revenues

shall be spent to benefit only the parcels or businesses in the prior district. If the renewed district does not include parcels or businesses included in the prior district, the remaining revenues attributable to these parcels shall be refunded to the owners of these parcels or businesses.

(c) Upon renewal, a district shall have a term not to exceed 10 years, or, if the district is authorized to issue bonds, until the maximum maturity of those bonds. There is no requirement that the boundaries, assessments, improvements, or activities of a renewed district be the same as the original or prior district.

## CHAPTER 6. Disestablishment

### 36670. Circumstances permitting disestablishment of district; Procedure

(a) Any district established or extended pursuant to the provisions of this part, where there is no indebtedness, outstanding and unpaid, incurred to accomplish any of the purposes of the district, may be disestablished by resolution by the city council in either of the following circumstances:

(1) If the city council finds there has been misappropriation of funds, malfeasance, or a violation of law in connection with the management of the district, it shall notice a hearing on disestablishment.

(2) During the operation of the district, there shall be a 30-day period each year in which assessees may request disestablishment of the district. The first such period shall begin one year after the date of establishment of the district and shall continue for 30 days. The next such 30-day period shall begin two years after the date of the establishment of the district. Each successive year of operation of the district shall have such a 30-day period. Upon the written petition of the owners or authorized representatives of real property or the owners or authorized representatives of businesses in the district who pay 50 percent or more of the assessments levied, the city council shall pass a resolution of intention to disestablish the district. The city council shall notice a hearing on disestablishment.

(b) The city council shall adopt a resolution of intention to disestablish the district prior to the public hearing required by this section. The resolution shall state the reason for the disestablishment, shall state the time and place of the public hearing, and shall contain a proposal to dispose of any assets acquired with the revenues of the assessments levied within the property and business improvement district. The notice of the hearing on disestablishment required by this section shall be given by mail to the property owner of each parcel or to the owner of each business subject to assessment in the district, as appropriate. The city shall conduct the public hearing not less than 30 days after mailing the notice to the property or business owners. The public hearing shall be held not more than 60 days after the adoption of the resolution of intention.

### 36671. Refund of remaining revenues upon disestablishment or expiration without renewal of district; Calculation of refund; Use of outstanding revenue collected after disestablishment of district

(a) Upon the disestablishment or expiration without renewal of a district, any remaining revenues, after all outstanding debts are paid, derived from the levy of assessments, or derived from the sale of assets acquired with the revenues, or from bond reserve or construction funds, shall be refunded to the owners of the property or businesses then located and operating within the district in which assessments were levied by applying the same method and basis that was used to calculate the assessments levied in the fiscal year in which the district is disestablished or expires. All outstanding assessment revenue collected after disestablishment shall be spent on improvements and activities specified in the management district plan.

(b) If the disestablishment occurs before an assessment is levied for the fiscal year, the method and basis that was used to calculate the assessments levied in the immediate prior fiscal year shall be used to calculate the amount of any refund.

## APPENDIX 2 – ASSESSED BUSINESSES

| HOTEL/MOTEL NAME | Address | City | Zip |
|---|---|---|---|
| Best Western Sycamore Inn | 803 Camino Ramon | Danville | 94526 |
| Aloft | 4075 Grafton St. | Dublin | 94568 |
| Extended Stay America | 4500 Dublin Blvd | Dublin | 94568 |
| Holiday Inn | 6680 Regional St | Dublin | 94568 |
| Hyatt Place | 4950 Hacienda Dr | Dublin | 94568 |
| La Quinta Inn & Suites | 6275 Dublin Blvd | Dublin | 94568 |
| America's Best Value Inn | 1421 First St | Livermore | 94550 |
| Del Valle Lodge | 3979 First St | Livermore | 94551 |
| Extended Stay America | 2380 Nissen Dr | Livermore | 94550 |
| Motel 6 | 4673 Lassen Rd | Livermore | 94550 |
| Sands Motel | 3787 First St | Livermore | 94551 |
| Springtown Inn | 933 Bluebell Dr | Livermore | 94550 |
| Studio Inn | 1321 Portola Ave | Livermore | 94551 |
| Home2 Suites | 2625 Constitution Dr. | Livermore | 94551 |
| Residence Inn | 5200 Wolf House Drive | Livermore | 94588 |
| Best Western Plus Vineyard Inn | 7600 Southfront Rd | Livermore | 94551 |
| Courtyard by Marriott | 2929 Constitution Dr | Livermore | 94551 |
| The Good Hotel | 720 Las Flores Rd | Livermore | 94551 |
| Hampton Inn | 2850 Constitution Dr | Livermore | 94551 |
| Hawthorn Suites by Wyndham | 1700 N. Livermore Ave | Livermore | 94551 |
| Hilton Garden Inn | 2801 Constitution Dr | Livermore | 94551 |
| Holiday Inn Express Hotel & Suites | 3000 Constitution Dr | Livermore | 94551 |
| Homewood Suites by Hilton | 5400 Wolf House Dr. | Livermore | 94551 |
| La Quinta Inn | 7700 Southfront Rd | Livermore | 94551 |
| Purple Orchid Wine Country Resort & Spa | 4549 Cross Rd | Livermore | 94550 |
| Quality Inn & Suites | 5959 Preston Ave | Livermore | 94551 |
| SenS Extended-Stay Residence Inn | 1000 Airway Blvd | Livermore | 94551 |
| Best Western Pleasanton Inn | 5375 Owens Ct | Pleasanton | 94588 |
| Extended Stay America Deluxe | 4555 Chabot Dr | Pleasanton | 94588 |
| Motel 6 | 5102 Hopyard Road | Pleasanton | 94588 |
| The Rose Hotel | 807 Main St | Pleasanton | 94566 |
| Tri-Valley Inn & Suites | 2025 Santa Rita Rd | Pleasanton | 94566 |
| Courtyard by Marriott | 5059 Hopyard Rd | Pleasanton | 94588 |
| Doubletree by Hilton Pleasanton at the Club | 7050 Johnson Dr | Pleasanton | 94588 |
| Four Points by Sheraton | 5115 Hopyard Rd | Pleasanton | 94588 |
| Hyatt House | 4545 Chabot Dr | Pleasanton | 94588 |
| Larkspur Landing Hotel | 5535 Johnson Dr | Pleasanton | 94588 |
| Marriott Pleasanton | 11950 Dublin Canyon Rd | Pleasanton | 94588 |
| Residence Inn by Marriott | 11920 Dublin Canyon Rd | Pleasanton | 94588 |
| AC Marriott | 5990 Stoneridge Mall Rd | Pleasanton | 94588 |

**RESOLUTION NO. 22-1267**

**RESOLUTION REQUESTING CONSENT OF THE CITIES OF LIVERMORE, DUBLIN, AND THE TOWN OF DANVILLE, AND CONTRA COSTA COUNTY TO RENEW THE TRI-VALLEY TOURISM MARKETING DISTRICT (TVTMD)**

**WHEREAS**, the City Council of the City of Pleasanton desires to begin proceedings to renew the Tri-Valley Tourism Marketing District ("TVTMD") pursuant to the Property and Business Improvement District Law of 1994, California Streets and Highways Code Section 36600 et seq. to fund tourism promotions and marketing programs for the Tri-Valley tourism industry; and

**WHEREAS**, certain tourism business owners have requested that the City Council of the City of Pleasanton renew the TVTMD for purposes of promotion of lodging businesses in the Tri-Valley area; and

**WHEREAS**, the TVTMD lies within the boundaries of the Cities of Pleasanton, Livermore, and Dublin, and the Town of Danville, and identified portions of unincorporated areas of Alameda and Contra Costa Counties as shown on the map attached hereto as Exhibit A and incorporated herein by such attachment; and

**WHEREAS**, the lodging businesses located within the area of the Cities, Town and Counties which lie within the boundaries of the proposed TVTMD will, in the opinion of the City Council, be benefited by the proposed improvements and activities to be carried out, and the purpose sought to be accomplished by the work can best be accomplished by a single comprehensive scheme of work; and

**WHEREAS**, the consenting cities, town and counties will participate in the TVTMD by collecting and transferring to the City of Pleasanton the TVTMD assessment applied to lodging businesses within their jurisdictions.

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF PLEASANTON, CALIFORNIA, DOES HEREBY RESOLVE, DETERMINE, AND FIND AS FOLLOWS:**

Section 1: The above recitals are true and correct.

Section 2: Consent of the Cities, Town, and Counties, through their respective Councils and Board of Supervisors, is hereby requested to renew the TVTMD, and to grant to the City Council of the City of Pleasanton jurisdiction for all the purposes in connection with creation and operation of the proposed TVTMD, with input from the lodging businesses and participating jurisdictions. Alameda County consented to future renewals adopted by Resolution No. 2015-64 on March 3, 2015.

Section 3: The City Clerk is hereby directed to transmit a certified copy of this Resolution to the Clerk of the Cities of Livermore and Dublin, the Town of Danville, and the Counties of Alameda and Contra Costa.

**PASSED, APPROVED, AND ADOPTED** by the City Council of the City of Pleasanton at a regular meeting held on January 18, 2022.

I, Jocelyn Kwong, City Clerk of the City of Pleasanton, California, certify that the foregoing resolution was adopted by the City Council at a regular meeting held on the 18th day of January 2022, by the following vote:

| | |
|---|---|
| Ayes: | Councilmembers Arkin, Balch, Narum, Testa, Mayor Brown |
| Noes: | None |
| Absent: | None |
| Abstain: | None |

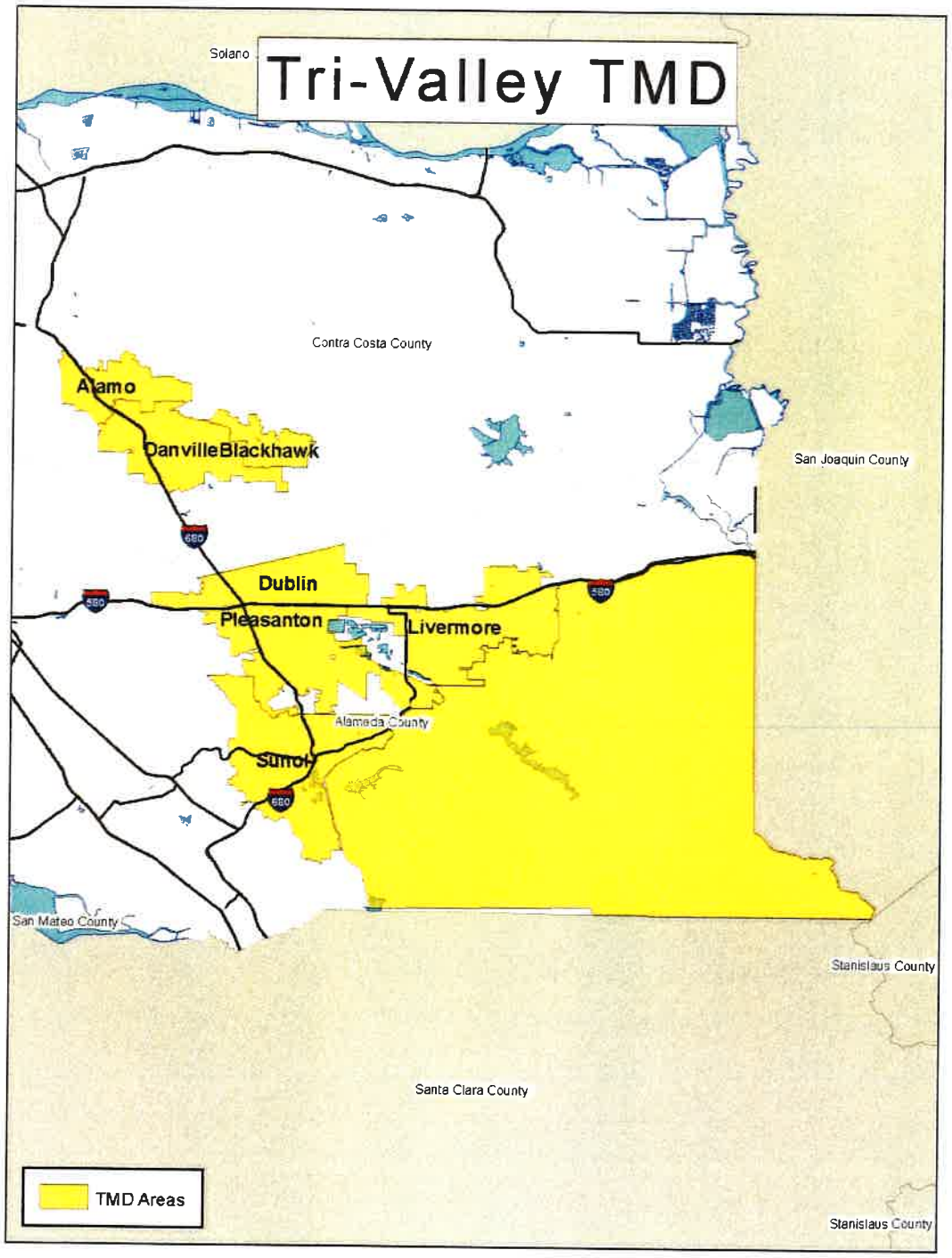
Jocelyn Kwong, City Clerk

APPROVED AS TO FORM:

Daniel G. Sodergren, City Attorney

I certify that the foregoing is a correct copy of Resolution No. 22-1267 Adopted by the City Council of the City of Pleasanton, Alameda County, California, on January 18, 2022
Attest:
City Clerk

**EXHIBIT A**
**District Boundaries**



Agenda Item 4.7

# STAFF REPORT
## CITY COUNCIL

DATE: February 1, 2022

TO: Honorable Mayor and City Councilmembers

FROM: Linda Smith, City Manager

SUBJECT: Resolution in Support of Bay Adapt: Regional Strategy for a Rising Bay
*Prepared by: John Stefanski, Assistant to the City Manager*

## EXECUTIVE SUMMARY:

The City Council will consider adopting a Resolution in Support of Bay Adapt: Regional Strategy for a Rising Bay. This item is in response to a January 11, 2022, Item 9 request.

## STAFF RECOMMENDATION:

Adopt the **Resolution** in Support of Bay Adapt: Regional Strategy for a Rising Bay.

## FINANCIAL IMPACT:

None.

## DESCRIPTION:

This item is in response to a January 11, 2022, Item 9 request for a resolution to support Bay Adapt: Regional Strategy for a Rising Bay.

Bay Adapt: Regional Strategy for a Rising Bay is an initiative to establish regional agreement on the actions necessary to protect people and the natural and built environment from rising sea levels. Convened by the San Francisco Bay Conservation and Development Commission (BCDC) and in partnership with a broad range of Bay Area leaders and organizations, the group has developed the Bay Adapt Joint Platform. The Platform outlines the guiding principles and region-wide goals, actions, and tasks to help the Bay Area achieve faster, better, and more equitable adaptation to a rising bay.

The platform includes nine actions, including:

1. Collaborate on a “One Bay” vision to adapt to rising sea levels.
2. Elevate communities to lead.
3. Broaden public understanding of climate change science and impacts.
4. Base plans and projects on the best science, data, and knowledge.

5. Align local and regional plans into a unified adaptation approach.
6. Figure out how to fund adaptation.
7. Refine and accelerate regulatory approvals processes.
8. Fund and facilitate faster adaption projects.
9. Track and report progress to guide future actions.

An executive summary of the Plan can be found in Attachment 2.

## STRATEGIC PLAN INITIATIVE:

None.

## NOTICING REQUIREMENTS/PUBLIC OUTREACH:

The City Council Agenda was posted.

## ATTACHMENTS:

1) Resolution in Support of Bay Adapt: Regional Strategy for a Rising Bay
2) Bay Adapt Executive Summary

**RESOLUTION NO. XX – 22**

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

**IN SUPPORT OF BAY ADAPT: REGIONAL STRATEGY FOR A RISING BAY**

**WHEREAS,** climate change is accelerating rising sea levels, increasing storm frequency and intensity, and moving groundwater toward the surface. The confluence of more intense winter storms, extreme high tides, and higher runoff, with higher sea levels, will increase the frequency and duration of shoreline flooding long before areas are permanently inundated by sea level rise alone; and

**WHEREAS,** a major storm within the next decade in the Bay Area could result in temporary flooding impacts to 13,000 existing housing units and 70,000 planned housing units, 28,000 socially vulnerable residents, 104,000 existing jobs and 85,000 planned jobs, and 20,000 acres of wetlands habitat that may become permanently inundated within 40 years; and

**WHEREAS,** there are multiple local, regional, state, and federal government agencies with authority over the Bay and its shoreline, and while local governments have broad authority over shoreline land use they have limited resources to address climate change adaptation; and

**WHEREAS,** the San Francisco Bay Area is a vibrant, diverse, ecologically unique, innovative, and pioneering region that will be deeply and deleteriously affected by climate change without tremendous effort and investments to adapt to a constantly changing shoreline. The San Francisco Bay shoreline constitutes approximately one-third of the California coastline, but the Bay Area is estimated to experience two-thirds of the negative economic impacts due to the flooding that would occur absent adequate measures to adapt and protect people, places, and habitat; and

**WHEREAS,** the Bay Area region's most socioeconomically vulnerable frontline communities are at the greatest risk of exposure to climate threats, and the impacts of historic and ongoing social and economic marginalization will compound the risks posed by flooding to those communities by reducing a community's or individual's ability to prepare for, respond to, and/or recover from a flood event; and

**WHEREAS,** the Bay ecosystem is already stressed by human activities that have drastically lowered its adaptive capacity, and climate change will further alter that ecosystem by inundating or eroding remaining wetlands, changing sediment dynamics, altering species composition, increasing the acidity of Bay waters, changing freshwater flows and/or salinity, altering the food web, and impairing water quality. Moreover, further loss of tidal wetlands will increase the risk of shoreline flooding; and

**WHEREAS,** flood damage to vital shoreline development, public infrastructure, and facilities such as neighborhoods, commercial centers, airports, seaports, regional transportation facilities, landfills, contaminated lands, and wastewater treatment facilities absent adaptation will require costly repairs and likely will result in the interruption or loss of vital services, large-scale social dislocation, and degraded environmental quality; and

**WHEREAS,** the increasingly frequent and severe impacts of climate change in the Bay Area do not conform to jurisdictional boundaries or the planning and regulatory authorities of any one agency or organization; and

**WHEREAS,** in 2019, BCDC, in collaboration with a Leadership Advisory Group consisting of 35 Bay Area public, private, and non-profit leaders, embarked on the development of "Bay Adapt," a consensus-driven strategy for regional sea level rise adaptation. The Leadership Advisory Group includes representatives from numerous public agencies, including the Association of Bay Area Governments/Metropolitan Transportation Commission (MTC/ABAG), San Francisco Bay Regional Water Quality Control Board, State Coastal Conservancy, Caltrans, BARC, BART, East Bay Regional Parks, US Army Corps of Engineers, San Francisco Bay Restoration Authority, San Francisco Public Utility Commission, Marin County, and BCDC, as well as environmental justice, environmental, business, scientific, civic, organizations, local government and flood manager networks, and academia; and

**WHEREAS,** in 2020 and 2021, hundreds of stakeholders participated in the creation of the "Bay Adapt Joint Platform" through nine Leadership Advisory Group meetings, two public forums, many expert Working Group meetings, ten community and stakeholder focus groups, over 50 presentations to local governments around the region, and a month-long public feedback opportunity; and

**WHEREAS,** the Bay Adapt Joint Platform lays out a set of guiding principles, priority actions, and vital tasks whose implementation will enable the region, and most notably local governments, to adapt faster, better, and more equitably to a rising San Francisco Bay. If fulfilled, it will reduce flood risks for communities, businesses, infrastructure, and habitat; increase technical assistance for local governments and funding for adaptation; protect natural areas and wildlife; recognize and equitably support low-income, frontline communities; robustly integrate adaptation into community-focused local plans; and accelerate permitting and project construction of local adaptation projects; and

**WHEREAS,** the Bay Adapt Leadership Advisory Group supports the Joint Platform and many members agreed to help implement it at its October 2021 meeting, the BARC Governing Board endorsed it on September 17th 2021, and BCDC adopted the Joint Platform on October 21st 2021; and

**WHEREAS,** implementing the Joint Platform's many and varied actions and tasks goes beyond the capacity of any single organization or jurisdiction, requires strong and diverse leadership and participation in all aspects of its implementation, and a broad coalition of stakeholders share responsibility for the success of the tasks outlined in the Joint Platform.

**NOW, THEREFORE, BE IT RESOLVED** that the City Council of the City of Dublin hereby supports the Bay Adapt Joint Platform, a regional strategy for a rising Bay, including the guiding principles, actions, and tasks contained within.

**BE IT FURTHER RESOLVED** that the City Council looks forward to championing and supporting the implementation of Bay Adapt to ensure that it serves the City of Dublin and the larger Bay Area in achieving resilient and equitable adaption to sea level rise.

**PASSED, APPROVED AND ADOPTED** this 1st day of February 2022, by the following vote:

**AYES**:

**NOES**:

**ABSENT**:

**ABSTAIN**:

_____
Mayor

**ATTEST**:

_____
City Clerk

# The Bay is Rising

## The time to come together to *act* is now.

Sea level rise is no longer a distant threat and the San Francisco Bay Area stands to be one of the hardest hit in North America. It's past time for us to get ready.

As we walk the dog along our favorite waterfront, the waves don't seem any taller. As we wait in traffic at the Bay Bridge toll plaza, the water level looks the same as ever. But the Bay has already started spilling into our highways and street during storms. Another foot or two of rise will seriously affect our homes, jobs, habitats, and safety. San Francisco Bay Area has an enormous amount at stake—and an unprecedented opportunity to address these risks.



### At risk of flooding by 2040

**28,000** socially vulnerable residents

**13,000** existing housing units and another **70,000** new housing units

**104,000** existing jobs and another **85,000** new jobs

**20,000** acres of wetlands, lagoon and tidal marsh habitat

**5 million** daily highway vehicle trips

**60,000** daily rail commuters

Impacts from flooding that could occur at 48" Total Water Level from the ART Bay Area Regional Sea Level Rise Vulnerability and Adaptation Study.

## Why *shared* solutions?

- Sea level rise will **impact everyone** in the Bay Area.
- A regional problem requires **regional solutions**.
- **Flooding know no boundaries** and doesn't care about jurisdictional lines.
- Solutions should **center on the most vulnerable people** and environments.
- Bay Adapt is building **regional consensus on a joint platform** of nine actions that address the region's strengths and weaknesses, enabling us to respond faster, better and together.
- Only with **strong local and regional actions** can we ensure the safety and welfare of all the Bay Area.

BAY ADAPT
REGIONAL STRATEGY FOR A RISING BAY

# The Joint Platform

## *A regional strategy for a rising Bay*

Bay Adapt has worked to establish regional agreement on the actions necessary to protect the Bay Area's people and natural and built environments from sea level rise.

Bay Adapt is convened by the San Francisco Bay Conservation and Development Commission, a state agency, in partnership with a broad range of Bay Area leaders.

Through dozens of expert working groups, a public forum, ten community and stakeholder focus groups, over 50 presentations, an environmental justice caucus, and led by a Leadership Advisory Group—hundreds of people from across the Bay came together to achieve a consensus-driven strategy and regional agreement on a path forward.

Rather than calling for individual projects, the Joint Platform lays out guiding principles and region-wide goals, actions, and tasks to help the Bay Area achieve **faster, better**, and **more equitable adaptation** to a rising Bay.

- **Reduced flood** risk for communities, businesses, infrastructure, and habitats.
- Protection **of natural areas and wildlife**.
- Robust integration of adaptation into **community-focused local plans**.
- Recognition and **equitable support for low income communities**.
- Accelerated permitting and **project construction**.
- **Technical assistance** for local governments.
- **More funding** for adaptation.



### Guiding Principles

- Support socially-vulnerable communities
- Put nature first whenever possible
- Solve interconnected problems at the same time
- Practice inclusive, community-led governance and decision-making
- Support existing efforts but plan for the long term
- Pick the right strategy for the right place at the right time

## Working together as *one* region

Centering people and nature through a shared set of solutions

The Bay Area is one of the most culturally and geographically diverse places in the country. The risks of sea level rise, and resources necessary to adderss them, are unequal across the Bay Area. This is why all nine actions in the Joint Platform emphasize achieving equitable outcomes for the region. We also know our region's wetlands are essential to our wellbeing – and also first at risk.

**We cannot solve these challenges alone**. Bay Adapt has been working with partners across the region to integrate and embed Joint Platform actions into existing regional plans and practices. MTC-ABAG's Plan Bay Area 2050, set to be published in 2021, now incorporates multi-hazards, including sea level rise. The Estuary Blueprint, a map for regional actions on the health and resilience of Bay ecosystems, is also aligning Bay Adapt actions. We need everyone to come together to help us collectively create a resilient Bay Area region.

# The Joint Platform

## 9 actions, 21 tasks, 1 region *moving forward together*

### PEOPLE



**Action 1: Collaborate on a "one Bay" vision to adapt to rising sea levels.**

Task 1.1: Create a long-term regional vision rooted in communities.
Task 1.2: Lay the foundation for a proactive regional legislative agenda.

**Action 2: Elevate communities to lead.**

Task 2.1: Improve how communities and public agencies learn from each other and work together.
Task 2.2: Fund the participation and leadership of community-based organizations (CBOs) and frontline communities in adaptation planning.

### INFORMATION



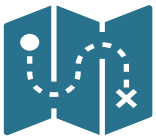
**Action 3: Broaden public understanding of climate change science and impacts.**

Task 3.1: Tell local and regional stories about people and places adapting to climate change.
Task 3.2: Weave climate literacy into school programs.

**Action 4: Base plans and projects on the best science, data, and knowledge.**

Task 4.1: Align research and monitoring with information gaps.
Task 4.2: Make scientific data, information, and guidance easier to use.
Task 4.3: Increase access to technical consultants for local adaptation partners.

### PLANS



**Action 5: Align local and regional plans into a unified adaptation approach.**

Task 5.1: Provide incentives for robust, coordinated adaptation plans.
Task 5.2: Align state-mandated planning processes around adaptation.

**Action 6: Figure out how to fund adaptation.**

Task 6.1: Expand understanding of the financial costs and revenues associated with regional adaptation.
Task 6.2: Establish a framework for funding plans and projects.
Task 6.3: Help cities and counties expand ways to fund adaptation planning and projects.

### PROJECTS



**Action 7: Refine and accelerate regulatory approvals processes.**

Task 7.1: Accelerate permitting for equitable, multi-benefit projects.
Task 7.2: Assess environmental regulations and policies that slow down progress on projects.

**Action 8: Fund and facilitate faster adaptation projects.**

Task 8.1: Incentivize projects that meet regional guidelines.
Task 8.2: Encourage collaboration among people doing projects in the same places.
Task 8.3: Facilitate faster construction of nature-based projects.

### PROGRESS



**Action 9: Track and report progress to guide future actions.**

Task 9.1: Measure regional progress using metrics and share results.
Task 9.2: Monitor and learn from pilot projects.



# What can you do?

The Joint Platform is now ready to share! Examine the opportunities it may provide for help, support and guidance on what to do next. We're all in this together.

### *For local leaders*

- ☑ Share the Joint Platform with your staff and colleagues **and identify which actions** you'd like support for implementation.
- ☑ Write a **letter of support** for the Bay Adapt Joint Platform to help us advocate for regional implementation.
- ☑ Seek **formal endorsement** from your City Council, County Board of Supervisors, or other elected body.

### *For the interested public*

- ☑ Learn more and provide feedback on the **40-page, easy-to-read Joint Platform.** Where can the Joint Platform help?
- ☑ **Understand your community's vulnerability** by using online tools such as the ART Shoreline Flood Explorer (www.Explorer.AdaptingToRisingTides.org) for exploring risks of flooding in your area
- ☑ **Talk to your community** about resilience and preparing for climate change.

## Leadership Advisory Group

Ana Alvarez, East Bay Regional Parks
Tessa Beach, Ph.D., US Army Corps of Engineers
David Behar, SF Public Utilities Commission/ Bay Area Climate Adaptation Network (BayCAN)
John Bourgeois, Valley Water/ CHARG
Allison Brooks, Bay Area Regional Collaborative
Amanda-Brown Stevens, Greenbelt Alliance
Paul Campos, Building Industry Association
Warner Chabot, San Francisco Estuary Institute
John Coleman, Bay Planning Coalition
Dina El-Tawansy, Caltrans District 4
Tian Feng, BART
Julio Garcia, Environmental Justice Caucus Member
Ms. Margaret Gordon, West Oakland Indicators Project
Terrie Green, Shore Up Marin City
Alicia John-Baptiste, SPUR
Melissa Jones, Bay Area Regional Health Inequities Initiative (BARHII)
David Lewis, Save the Bay
Mark Lubell, UC Davis
Therese McMillan, MTC / ABAG
Mike Mielke, Silicon Valley Leadership Group
Michael Montgomery, SF Regional Water Quality Control Board
Barry Nelson, BCDC
Sheridan Noelani Enomoto, NorCal Resilience Network
David Pine, San Mateo County/ San Francisco Bay Restoration Authority
Erika Powell, US Army Corp
Bruce Riordan, Bay Area Climate Adaptation Network (BayCAN)
Amy Hutzel, State Coastal Conservancy
Caitlin Sweeney, San Francisco Estuary Partnership
Laura Tam, Resources Legacy Fund
Will Travis, Independent Consultant
Zack Wasserman, BCDC
Jim Wunderman, Bay Area Council

www.BayAdapt.org

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Agenda Item 4.8

# STAFF REPORT
## CITY COUNCIL

DATE: February 1, 2022

TO: Honorable Mayor and City Councilmembers

FROM: Linda Smith, City Manager

SUBJECT: Maintenance Agreement for Downtown Gateway Sign at 7944 Dublin Boulevard with VP-RPG Dublin, LLC
*Prepared by: Kan Xu, Senior Civil Engineer*

## EXECUTIVE SUMMARY:

The City Council will consider approving the Maintenance Agreement for Downtown Gateway Sign at 7944 Dublin Boulevard with VP-RPG Dublin, LLC, to allow the City of Dublin to operate and maintain a Downtown Gateway Sign located at 7944 Dublin Boulevard.

## STAFF RECOMMENDATION:

Adopt the **Resolution** Approving the Maintenance Agreement for Downtown Gateway Sign at 7944 Dublin Boulevard Between the City of Dublin and VP-RPG Dublin, LLC.

## FINANCIAL IMPACT:

There is no impact to the General Fund to prepare and approve the agreement. All Staff time and costs to prepare the agreement are borne by the developer.

## DESCRIPTION:

VP-RPG Dublin, LLC (the Developer) obtained approvals for the development of a 90,700-square-foot, 138-room, four-story hotel located at 7950 Dublin Boulevard. As part of the project, the City and the Developer entered into a Community Benefit Program Agreement in which the Developer agreed to contribute community benefits in the form of off-site improvements and the design, construction, and installation of a new Downtown Gateway Sign to be located at the southeast corner of San Ramon Road and Dublin Boulevard. The sign is located on a recently created parcel, separate from the project parcel, at 7944 Dublin Boulevard, which contains a retail building that is under construction. Subsequent amendments to the Community Benefit Program Agreement require City acceptance of the Downtown Gateway Sign and execution of a maintenance agreement after its construction and installation.

The attached confirms the design, construction, and installation of the sign, provision of the

community benefit to the City, and provides for the operation and maintenance of the sign by the City.

## STRATEGIC PLAN INITIATIVE:

None.

## NOTICING REQUIREMENTS/PUBLIC OUTREACH:

The City Council Agenda was posted.

## ATTACHMENTS:

1) Resolution Approving the Maintenance Agreement for Downtown Gateway Sign at 7944 Dublin Boulevard Between the City of Dublin and VP-RPG Dublin, LLC
2) Exhibit A to Resolution - Maintenance Agreement for Downtown Gateway Sign at 7944 Dublin Boulevard

**RESOLUTION NO. XX – 22**

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

**APPROVING THE MAINTENANCE AGREEMENT FOR DOWNTOWN GATEWAY SIGN AT 7944 DUBLIN BOULEVARD**

**WHEREAS,** the City has issued a Site Development Review Permit No. PLPA-2019-00020 as approved by City Council Resolution No. 49-20 to VP-RPG Dublin, LLC ("Developer") for the development of a 90,700-square-foot, 138-room, four-story hotel ("Project") on that property referred to as 7950 Dublin Boulevard; and

**WHEREAS,** the community benefits of the Project include, without limitation, the design, construction, and installation of a new Downtown Gateway Sign by the Developer to be located on the southeast corner of San Ramon Road and Dublin Boulevard at 7944 Dublin Boulevard ("Property"); and

**WHEREAS,** the City and Developer executed a Community Benefit Program Agreement regarding the Project, dated June 2, 2020, as amended by a First Amendment to the Community Benefit Program Agreement dated November 17, 2020, and as further amended by a Second Amendment to the Community Benefit Program Agreement dated July 20, 2021 ("CBA Agreement"); and

**WHEREAS,** the CBA Agreement requires City acceptance of the Downtown Gateway Sign, and execution of a maintenance agreement to provide for the operation and maintenance of the Downtown Gateway Sign by the City after its construction and installation; and

**WHEREAS,** Developer has executed and filed with the City a Maintenance Agreement for Downtown Gateway Sign at 7944 Dublin Boulevard ("Agreement"), attached hereto as **Exhibit A**, which will be recorded against the Property.

**NOW, THEREFORE, BE IT RESOLVED** that said Agreement, attached hereto as **Exhibit A**, is hereby approved.

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

**BE IT FURTHER RESOLVED** that the Clerk of this City Council is hereby directed to transmit said Agreement to the County Recorder for filing.

**PASSED, APPROVED AND ADOPTED** this 1st day of February, 2022, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

_____
Mayor

ATTEST:

_____
City Clerk

Recording Requested By:
**CITY OF DUBLIN**

When Recorded Mail To:
**City Clerk**
**City of Dublin**
**100 Civic Plaza**
**Dublin, CA 94568**
*Fee Waived per GC 27383*

**Portion of APN: 941-1500-036-03**

# MAINTENANCE AGREEMENT FOR DOWNTOWN GATEWAY SIGN AT 7944 DUBLIN BOULEVARD

THIS MAINTENANCE AGREEMENT FOR DOWNTOWN GATEWAY SIGN AT 7944 DUBLIN BOULEVARD ("**Agreement**") is made and entered into as of this **1st** day of **February, 2022** ("**Effective Date**") by and between the City of Dublin ("**City**") and VP-RPG Dublin, LLC, a California limited liability company ("**Owner**"). City and Owner are, from time-to-time, individually referred to in this Agreement as a "**Party**," and are collectively referred to as "**Parties**."

**WHEREAS,** the City has issued a Site Development Review Permit No. PLPA-2019-00020 approved by Resolution No. 49-20 (the "**Project**") on that property referred to as 7950 Dublin Boulevard (the "**Property**"); and

**WHEREAS,** the community benefits of the Project include, without limitation, the design, construction, and installation of a new Downtown Dublin Gateway Sign to be located on the southeast corner of San Ramon Road and Dublin Boulevard (the "**Community Benefit**"); and

**WHEREAS,** the Parties executed that certain Community Benefit Program Agreement regarding the Project, dated June 2, 2020, as amended by a First Amendment to the Community Benefit Program Agreement dated November 17, 2020, and as further amended by a Second Amendment to the Community Benefit Program Agreement dated July 20, 2021 (collectively, the "**CBA Agreement**"); and

**WHEREAS,** pursuant to the CBA Agreement, and the Master Sign Program described therein ("**Master Sign Program**"), Owner has designed, and shall construct, and install a new Downtown Dublin Gateway Sign ("**Downtown Gateway Sign**"), as shown on the *ID Monument Sign Plans*, prepared by FCGA Architecture, MBA Structural Eng, Kier + Wright Civil Engineers, dated August 30, 2021, and attached hereto as Exhibit B (the "Downtown Gateway Sign **Plans**"); and

**WHEREAS,** the Downtown Gateway Sign is to be located on a portion of 7940-7944 Dublin Boulevard more particularly described in Exhibit A attached hereto (the "**Retail Parcel**"); and

**WHEREAS,** the Downtown Gateway Sign will be specifically located within a Sign Maintenance Easement ("SME") on the Retail Parcel, adjacent to the southeast corner of Dublin Boulevard and San Ramon Road (the "**Premises**"), as more particularly shown on Parcel A of Parcel Map 11200, attached hereto as Exhibit C; and

**WHEREAS,** the City has issued (i) Permit No. PWEN-2021-00308 authorizing the construction and installation of the Downtown Gateway Sign wall which will be amended to include installation of the lettering for the Downtown Gateway Sign (the "**Permit**"); and

**WHEREAS,** both parties agree that it is in the best interest of the City that the City and Owner enter into this Agreement to confirm the design, construction and installation of the Downtown Gateway Sign and provision of the Community Benefit to the City and to provide for the operation and maintenance of the Downtown Gateway Sign by the City from and after its construction and installation; and

**WHEREAS,** the CBA Agreement requires City acceptance of the Downtown Gateway Sign, and execution of a maintenance agreement in a form satisfactory to the City Attorney; and

**WHEREAS,** Owner is willing to grant the City access to the Retail Parcel to maintain the Downtown Gateway Sign on the Premises; and the Parties desire that the Owner maintain all adjacent landscape plantings, irrigation, and trees within the Premises (collectively, the "**Landscape Features**"), as shown on Landscape Plans – Dublin Gateway – 7944 Dublin Blvd., prepared by Smith + Smith (the "**Landscape Plans**") and stamped reviewed by City as part of Permit No. PWSW-2021-00005, subject to the terms and conditions set forth herein; and

**WHEREAS,** the City accepts all responsibility for maintenance of the Downtown Gateway Sign on the Premises, subject to the terms and conditions set forth herein.

**NOW, THEREFORE,** in consideration of the foregoing and the benefit received by the Owner as a result of the City's approval of the Project, all of which are hereby acknowledged, the Owner hereby covenants and agrees with the City as follows:

1. **Recitals**: The Parties acknowledge that the foregoing recitals are true and correct and are incorporated herein as a part of this Agreement.

2. **Design and Construction of Downtown Gateway Sign:** The Downtown Gateway Sign has been designed as set forth in the Master Sign Program, and shall be constructed, and installed by Owner in accordance with the Permit, in a workmanlike manner, and in accordance with the Master Sign Program, and in accordance with the applicable statues, ordinances, rules and regulations of all governing public authorities as those statues, ordinances, rules and regulations may be amended from time to time. In accordance with Subsection 3.3.1 of the CBA Agreement, as Owner has elected to design, construct, and install the Downtown Gateway Sign prior to the Project's submittal of a building permit, the City shall reimburse Owner for actual expenses related to the design,

construction, and installation of the Downtown Gateway Sign in an amount not to exceed Two Hundred Thousand Dollars ($200,000). Accordingly, upon completion of the installation of the Downtown Gateway Sign and submittal by Owner to City of invoices for the design, construction, and installation of the Downtown Gateway Sign, and the acceptance thereof by the City, and compliance by Owner of all other requirements set forth in Subsection 3.3 of the CBA Agreement, the City shall reimburse Owner for its actual expenses related to the design, construction, and installation of the Downtown Gateway Sign including, without limitation, all design and construction costs and additional costs to include, without limitation, time for City staff review for processing and approvals, and legal costs in an amount not to exceed Two Hundred Thousand Dollars ($200,000).

**3.** **Ownership:** City shall own the Downtown Gateway Sign, including the sign foundation, attached lettering, and any accent lighting (if the City elects, at its sole cost and expense, to install such lighting). Owner shall own all Landscape Features.

**4.** **Operations, Maintenance and Repairs:** This Agreement shall serve as the signed statement by the City accepting responsibility for the operation and maintenance of the Downtown Gateway Sign as set forth in this Agreement. At its sole cost and expense, City shall maintain, or shall cause a third party to maintain, the Downtown Gateway Sign, in a safe manner and consistent with the Downtown Gateway Sign Plans. At its sole cost and expense, Owner shall maintain and repair, or shall cause a third party to maintain and repair, all Landscape Features, in a safe manner and consistent with the Landscape Plans, to the reasonable satisfaction of the City Engineer. Any modifications to the Downtown Gateway Sign Plans or Landscape Plans shall be approved in writing by both Parties. City shall be responsible, at its sole cost and expense, to restore or repair any Landscape Features damaged or removed during the maintenance or repair of the Downtown Gateway Sign, unless such damage or removal is caused by the negligence, gross negligence or willful misconduct of the Owner. Owner shall be responsible, at its sole cost and expense, to repair any damage to the Downtown Gateway Sign arising out of the maintenance, operation or repair of the Landscape Features, unless such damage is caused by the negligence, gross negligence, or willful misconduct of the City.

**5.** **Access to Premises:** City shall have the right to access the Premises without prior notice to Owner for the purpose of inspection, maintenance, repair and/or removal of the Downtown Gateway Sign. Additionally, City shall have the right to access the Premises without prior notice for purpose of inspecting the Landscape Features, or repairing the Landscape Features in accordance with Section 6 below.

**6.** **Failure to Maintain by Owner:** If the Owner fails to maintain the Landscape Features in accordance with the Landscape Plans, the City shall provide written

notice specifying in detail the conditions constituting a failure to maintain in accordance with the Landscape Plans ("**Notice of Default**"). The Notice of Default shall provide the Owner with a reasonable period of time, but not less than ten (10) business days, to cure the deficiencies identified in the Notice of Default. If Owner fails to correct the deficiencies, the City shall have the option, in its sole discretion, of completing the work necessary to cure the conditions identified in the Notice of Default and billing the Owner for the costs of such work actually and reasonably incurred by the City and the Owner shall reimburse the City for said costs.

**7.** **Failure to Maintain by City:** In the event the City fails to maintain and/or repair the Downtown Gateway Sign, or fails to repair or restore any Landscape Features damaged by the City pursuant to and in accordance with Section 4, Owner, and/or its authorized agents, employees, or contractors shall provide a Notice of Default to the City. The Notice of Default shall specify in detail the conditions constituting a failure to comply with Section 4. The City, in its sole discretion, shall determine if the Notice of Default requires remedy by City in accordance with Section 4, and the City shall respond to Owner within not less than ten (10) business days. If the City determines the Notice of Default identifies necessary maintenance or repair in accordance with Section 4, the City's response to Owner shall include a corrective action plan.

**8.** **Encroachment Permit:** Owner has obtained Permit No. PWEN-2021-00308 (the "**Encroachment Permit**"), an encroachment permit for construction of a downtown gateway sign wall within a proposed public easement. If there is a conflict between any provisions of this Agreement and the Encroachment Permit, the provisions of this Agreement shall prevail over the conditions of the Encroachment Permit.

Except for routine maintenance on the Landscape Features in accordance with Section 4, Owners shall apply to the City for a separate permit for any other encroachment within the Premises.

**9.** **Removal:** The Parties intend for the Downtown Gateway Sign to exist on the Premises in perpetuity; however, the City, in its sole discretion, may remove the Downtown Gateway Sign, at its sole cost and expense.

**10.** **Indemnification:** Owner shall indemnify, defend and hold the City harmless from and against any and all loss, claims, liability damage or expense or cost the City may incur or become liable for or for which a claim is made by a third party, due to or arising out of Owner's construction, maintenance, repair, or operations of the Landscape Features unless caused by the negligence, gross negligence or willful misconduct of the City, its agents, contractors or employees.

The City shall indemnify, defend and hold Owner harmless from and against any and all loss, claims, liability damage or expense or cost Owner may incur or

become liable for or for which a claim is made by a third party, due to or arising out of the City's maintenance, repair, or operations of the Downtown Gateway Sign unless caused by the negligence, gross negligence or willful misconduct of Owner, its agents, contractors or employees.

**11.** **Insurance:** At all times during the term of this Agreement, the City shall maintain and cause each of its contractors to maintain commercial general liability insurance (which insurance shall be primary and noncontributing) in an amount not less than $1,000,000 per occurrence and $2,000,000 in the aggregate.

**12.** **Termination:** This Agreement shall commence upon the Effective Date and shall remain in effect until terminated by the City, in its sole authority, or until the Downtown Gateway Sign is removed by the City, whichever occurs first. Upon termination, the City shall quitclaim the Sign Maintenance Easement.

**13.** **Covenants Run With Land:** All covenants contained in this Agreement shall be construed as covenants running with the land, and all rights and powers given to and obligations imposed upon the respective Parties shall be construed as inuring to and binding upon the successors in interest and the permitted assigns of the Parties hereto, respectively.

**14.** **Right to Assign:** Owner may assign any or all rights, interests and obligations of Owner arising under this Agreement to a successor in interest of Owner with respect to all or a portion of the Owner's Property; provided, however, that no such assignment of Owner's rights, interests and obligations under this Agreement shall occur without prior written notice to the City and written approval by the City Manager, which approval shall not be unreasonably withheld, conditioned or delayed. The City Manager shall consider and decide on any assignment within ten (10) days after Owner's notice thereof, provided all necessary documents and other information are provided to the City Manager to enable the City Manager to assess the assignment.

**15.** **Successors and Assigns:** Each reference to the "**City**" in this Agreement shall be deemed to refer to and include the City and all successors and assigns of the City. All references to the "**Owner**" in this Agreement shall be deemed to refer to and include VP-RPG Dublin, LLC, a California limited liability company, and all permitted successors and assigns.

**16.** **Modifications:** This Agreement is effective upon the date of execution as stated at the beginning of this Agreement. This Agreement shall not be modified except by written instrument executed by the City and Owner at the time of modification. Such modifications shall be effective upon the date of execution and shall be recorded.

**17.** **Notices:** Any notices, requests, demands or other communications required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given on the date of delivery if delivered personally to the Party to whom notice is to be given (including messenger or recognized delivery or courier service) or on the second day after mailing, if mailed to the Party to whom notice is to be given, by first-class mail, postage prepaid, and properly addressed as follows:

City:

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

Owner:

VP-RPG Dublin, LLC
c/o Rubicon Property Group
1840 San Miguel Drive, Suite 206
Walnut Creek, California 94956
Attn: Jerry Hunt

With a Copy To:

VP-RPG Dublin, LLC
c/o Village Properties
940 Emmett Avenue, Suite 200
Belmont, California 94002
Attn: John Glikbarg

Any party to this Agreement may change the name or address of representatives for purpose of this Notice paragraph by providing written notice to all other parties ten (10) business days before the change is effective.

**18.** **Exhibits:** All exhibits attached to this Agreement are incorporated herein as though they were set forth in full body of this Agreement.

**19.** **Governing Law; Venue:** This Agreement shall be governed and construed pursuant to the law of the State of California. All actions, proceedings, lawsuits, claims, and disputes shall be venued in the County of Alameda, State of California.

**20.** **Partial Invalidity:** If any provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, the remainder of the Agreement shall continue in full force and effect and shall in no way be impaired

or invalidated, and the Parties agree to substitute for the invalid or unenforceable provision a valid and enforceable provision that most closely approximates the intent and economic effect of the invalid or unenforceable provision.

**21.** **Entire Agreement:** This Agreement contains the entire agreement and understanding of the Parties with respect to the subject matter hereof and cannot be amended or modified except by a written agreement, executed by each of the Parties hereto.

**22.** **Counterparts:** This Agreement may be executed in one or more counterparts, each of which shall, for all purposes, be deemed an original and all such counterparts, taken together, shall constitute one and the same instrument.

**23.** **No Additional Liability/No Third-Party Beneficiary:** It is the intent of this Agreement to insure the proper installation and construction of the Downtown Gateway Sign by Owner and the proper operation, maintenance and restoration of the Downtown Gateway Sign by the City; provided, however, that this Agreement shall not be deemed to create or effect any additional liability not otherwise provided by law of any party for damage alleged to result from or caused by the performance by Owner or the City of their respective obligations arising under this Agreement. This Agreement is not intended to, and does not, create any private rights of action to third parties; no third parties are the intended beneficiaries of this Agreement.

**24.** **Recordation:** This Agreement shall be recorded against the Retail Parcel by Owner or by the City by mutual agreement after the execution date of this Agreement as stated above among the deed records of the County Recorder's Office of the County of Alameda, California, at the Owner's expense.

**25.** **No Waiver:** No failure by either Owner or the City to insist on the strict performance of any obligation of the other party under this Agreement or to exercise any right, power, or remedy arising out of a breach hereof, shall constitute a waiver of such breach or of either party's right to demand strict compliance with any terms of this Agreement. No acts or admissions by Owner or the City, or any agent(s) of Owner or the City, shall waive any or all of either party's rights under this Agreement.

**26.** **Headings:** The headings in this Agreement are for reference and convenience of the parties and do not represent substantive provisions of this Agreement.

**27.** **Attorneys' Fees:** In the event of any controversy, claim or dispute concerning the interpretation or enforcement of the provisions of this Agreement or the breach of any provision hereof, the prevailing party shall be entitled to recover reasonable attorneys' fees, expenses and costs.

Dated this _____ day of _____, 2022.

**IN WITNESS WHEREOF, the Parties hereto do hereby execute this Agreement:**

**CITY:**

CITY OF DUBLIN, a municipal corporation

By:

_____
Linda Smith, City Manager

Attest:

_____
Marsha Moore, City Clerk

Approved as to form

_____
John D. Bakker, City Attorney

**OWNER:**

VP-RPG DUBLIN, LLC, a California limited liability company

By: Delaware Retail Control, LLC,
a Delaware limited liability company,
Its: Manager

By: VPI 2004, Inc., a California corporation
Its: Manager

By: _____
Name: _____
Title: _____

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

STATE OF CALIFORNIA §
§
COUNTY OF _____ §

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

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

WITNESS my hand and official seal.

Signature _____ (Seal)
*Signature of Notary Public*

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

STATE OF CALIFORNIA §
§
COUNTY OF _____ §

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

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

WITNESS my hand and official seal.

Signature _____ (Seal)
*Signature of Notary Public*

## EXHIBIT A

Legal Description – Retail Parcel

All that certain real property situated in the City of Dublin, County of Alameda, State of California, being more particularly described as follows:

Parcel A as shown on that certain map entitled “Parcel Map 11200,” which map was filed for record in the office of the recorder of the County of Alameda, State of California, on December 20, 2021, in Book 354 of maps at Pages 49 through 50.

**EXHIBIT B**

Downtown Gateway Sign Plans

# ID MONUMENT SIGN

## VP-RPG Dublin, LLC

7944 DUBLIN BLVD
DUBLIN, CA 94568




## VICINITY MAP




## CITY OF DUBLIN PUBLIC WORKS

REVIEW OF PLANS DOES NOT RELIEVE THE OWNER/DEVELOPER OF RESPONSIBILITY FOR CORRECTION OF MISTAKES, ERRORS OR OMISSIONS. FINAL APPROVAL OF CONSTRUCTION OR INSTALLATION SUBJECT TO INSPECTION, TEST AND ACCEPTANCE.

REVIEWED BY: _____ 9/21/2021
PUBLIC WORKS DIRECTOR – CITY ENGINEER — DATE

## GEOTECHNICAL ENGINEER

THE PORTIONS OF PLANS REGARDING GEOTECHNICAL ASPECTS OF THE PROJECT HAVE BEEN REVIEWED AND ARE IN CONFORMANCE WITH THE INTENT OF THE RECOMMENDATIONS CONTAINED IN THE GEOTECHNICAL REPORT TITLED, "FAULT RUPTURE HAZARD EVALUATION AND DESIGN-LEVEL GEOTECHNICAL INVESTIGATION" PREPARED BY CORNERSTONE EARTH GROUP, DATED FEBRUARY 25, 2019

_____ 8/31/21
JOHN R. DYE — DATE

GE2582 12/31/22
LICENSE — EXP. DATE

## GOVERNING AGENCIES

CITY OF DUBLIN
**BUILDING + SAFETY DIVISION**
100 CIVIC PLAZA
DUBLIN, CA 94568
PHONE: (925) 833-6620
EMAIL: PERMITS@DUBLIN.CA.GOV

CITY OF DUBLIN
**PLANNING DIVISION**
100 CIVIC PLAZA
DUBLIN, CA 94568
PHONE: (925) 833-6610

CITY OF DUBLIN
**PUBLIC WORKS DIVISION**
100 CIVIC PLAZA
DUBLIN, CA 94568
PHONE: (925) 833-6630

## 2 SUMMARY OF WORK

NEW ID MONUMENT SIGN WALL AT THE INTERSECTION OF SAN RAMON ROAD AND DUBLIN BOULEVARD IN ASSOCIATION WITH PROJECT NUMBER BLDG-2020-01518.

WORK INCLUDES FREE-STANDING SITE WALL ONLY. SIGNAGE NOT A PART.

## PROJECT DIRECTORY

OWNER:
**VP-RPG DUBLIN, LLC**
1840 SAN MIGUEL DRIVE, SUITE 206
WALNUT CREEK, CA 94596
PHONE: (415) 505-0078
CONTACT: DAN SCHALIT
EMAIL: DAN@VILLAGEPROP.COM

CIVIL ENGINEER:
**KIER + WRIGHT CIVIL ENGINEERS AND SURVEYORS, INC.**
2850 COLLIER CANYON ROAD
LIVERMORE, CA 94551
PHONE: (916) 546-6533
CONTACT: ZICO SARYEDDEAN
EMAIL: ZSARYEDDEAN@KIERWRIGHT.COM

STRUCTURAL ENGINEER:
**MBA STRUCTURAL ENG.**
1717 N. CALIFORNIA BLVD. #2A
WALNUT CREEK, CA 94596
PHONE: (925) 933-4450 x 4
CONTACT: ERIC TOSCHI
EMAIL: ERIC@MBASTRUCTURAL.COM

ASSOCIATED PROJECT: BLDG-2020-01518

ASSOCIATED PROJECT ARCHITECT:
**FCGA ARCHITECTURE**
301 HARTZ AVE., SUITE 213
DANVILLE, CA 94526
PHONE: (925) 820-7585
DIRECT: (925) 678-2030
CONTACT: PETER SANDHOLDT
EMAIL: PETER@FCGAINC.COM

ASSOCIATED LANDSCAPE ARCHITECT:
**SMITH + SMITH LANDSCAPE ARCHITECTS**
1501 NORTH POINT STREET
SAN FRANCISCO, CA 94123
PHONE: (415) 518-5052
CONTACT: BILL SMITH
EMAIL: BILL@SMITH2.COM

## SHEET INDEX


**GENERAL**
G0.1 TITLE SHEET AND PROJECT INFORMATION

**ARCHITECTURAL**
FCGA ARCHITECTURE IN RESPONSIBLE CONTROL OF:
A1.0 REFERENCE SITE PLAN

**CIVIL**
KIER & WRIGHT CIVIL ENGINEERS IN RESPONSIBLE CHARGE OF:
1OF1 CITY OF DUBLIN SIGN EXHIBIT

**STRUCTURAL**
MBA STRUCTURAL ENGINEERS IN RESPONSIBLE CHARGE OF:
SSW1 STRUCTURAL NOTES AND DETAILS


1 **STORM WATER QUALITY - FOR REFERENCE ONLY**
KIER & WRIGHT CIVIL ENGINEERS IN RESPONSIBLE CHARGE OF:


C9.0 EROSION CONTROL PLAN
C9.1 CLEAN BAY BLUEPRINT
C10.0 STORM WATER QUALITY CONTROL PLAN



FCGA
301 HARTZ AVENUE
SUITE 213
DANVILLE, CA 94526
925-820-7585


VP-RPG DUBLIN, LLC
7944 DUBLIN BOULEVARD
DUBLIN, CA 94568

REVISIONS:
1 08.12.21
2 08.30.21

JOB NO.: 20384
ISSUE: PLAN CHECK
DATE: 05/18/2021

FILENAME: _20384-SIGN-G0.1.dwg

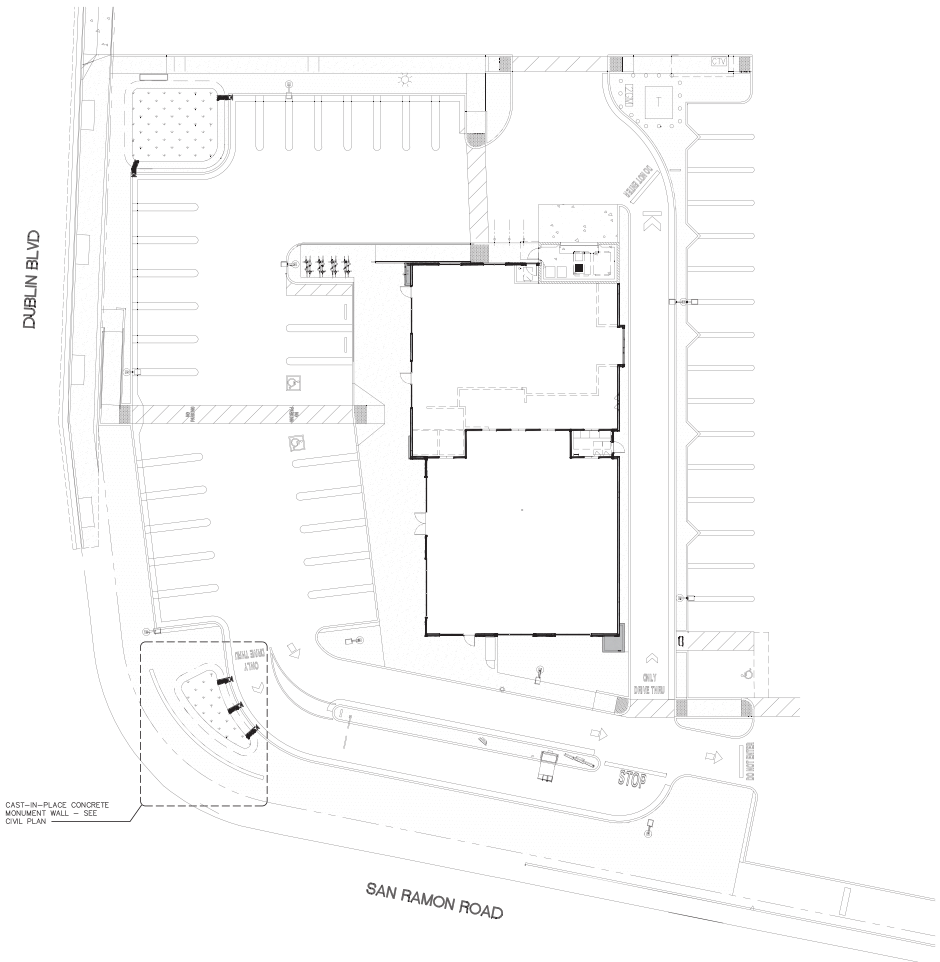
TITLE SHEET


RESTRICTED ARCHITECTURAL DRAWINGS
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SHEET NO.: G0.1
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PLOT DATE: 08 30 21

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1 REFERENCE SITE PLAN
3/32" = 1'-0"




(REFERENCE)

## CONCRETE WALL NOTES

1. CAST-IN-PLACE CONCRETE MONUMENT WALL.
   - A. FORM FACING MATERIALS FOR SMOOTH-FORMED, FINISHED CONCRETE: FORM-FACING PANELS THAT WILL PROVIDE CONTINUOUS, TRUE, AND SMOOTH CONCRETE SURFACES. FURNISH IN LARGEST PRACTICAL SIZES TO MINIMIZE NUMBER OF JOINTS.
     - i) EXTERIOR-GRADE PLYWOOD PANELS, SUITABLE FOR CONCRETE FORMS, COMPLYING WITH DOC PS 1, AND AS FOLLOWS: STRUCTURAL 1, B-B, OR BETTER, MILL OILED AND EDGE SEALED.
   - B. CONCRETE SMOOTHING COMPOUND; FAST SETTING CEMENTITIOUS RESURFACING MATERIAL: PREPACKAGED, HIGH-PERFORMANCE, MULTI-PURPOSE, NON-METALLIC, CEMENTITIOUS REPAIR AND RESURFACING MATERIAL.
     - i) BASIS-OF-DESIGN PRODUCT: MANUFACTURER: CTS CEMENT MANUFACTURING CORP.; RAPID SET WUNDERFIXX.
   - C. SEALER: PENETRATING SILANE/SILOXANE OR SILICATE/SILICONATE SEALER, AND ACCEPTABLE TO SMOOTHING COMPOUND MANUFACTURER. PROVIDE ONE OF THE FOLLOWING, OR COMPARABLE: BRICKFORM: STEALTH-SEAL OR STEALTH-SEAL PREMIUM; EUCLID: BARACADE WB 244; PROSOCO: SILOXANE PD OR SILOXANE WB CONCENTRATE; SPECCHEM: SPECSHEILD WB.
   - D. PROVIDE ¾" CHAMFER AT ALL EXTERIOR CORNERS AND EDGES OF PERMANENTLY EXPOSED CONCRETE.
   - E. FINISHING FORMED SURFACES; SMOOTH-FORMED FINISH: AS-CAST CONCRETE TEXTURE IMPARTED BY FORM-FACING MATERIAL ARRANGED IN AN ORDERLY AND SYMMETRICAL MANNER WITH A MINIMUM OF SEAMS. REPAIR AND PATCH TIE HOLES AND DEFECTIVE AREAS. REMOVE FINS AND OTHER PROJECTIONS EXCEEDING 1/16-INCH IN HEIGHT.
   - F. CONCRETE SMOOTHING COMPOUND: APPLY TO SMOOTH-FORMED, AS-CAST CONCRETE AS FOLLOWS:
     - i) PREPARE SURFACES IN ACCORDANCE WITH MANUFACTURER'S INSTRUCTIONS.
     - ii) MIX AND APPLY IN ACCORDANCE WITH MANUFACTURE'S INSTRUCTIONS TO ACHIEVE FINISHES APPROVED BY ARCHITECT OR OWNER.
     - iii) FINISH SMOOTH WITH STEEL TROWEL TO PROVIDE EVEN, CONSISTENT SURFACE.
     - iv) APPLY SEALER IN ACCORDANCE WITH MANUFACTURER'S INSTRUCTIONS.

FCGA
301 HARTZ AVENUE
SUITE 213
DANVILLE, CA 94526
925-820-7585

VP-RPG DUBLIN, LLC
7944 DUBLIN BOULEVARD
DUBLIN, CA 94568

REVISIONS:

JOB NO.: 20384
ISSUE: PLAN CHECK
DATE: 05/18/2021

FILENAME: 20384-SIGN-A10.dwg

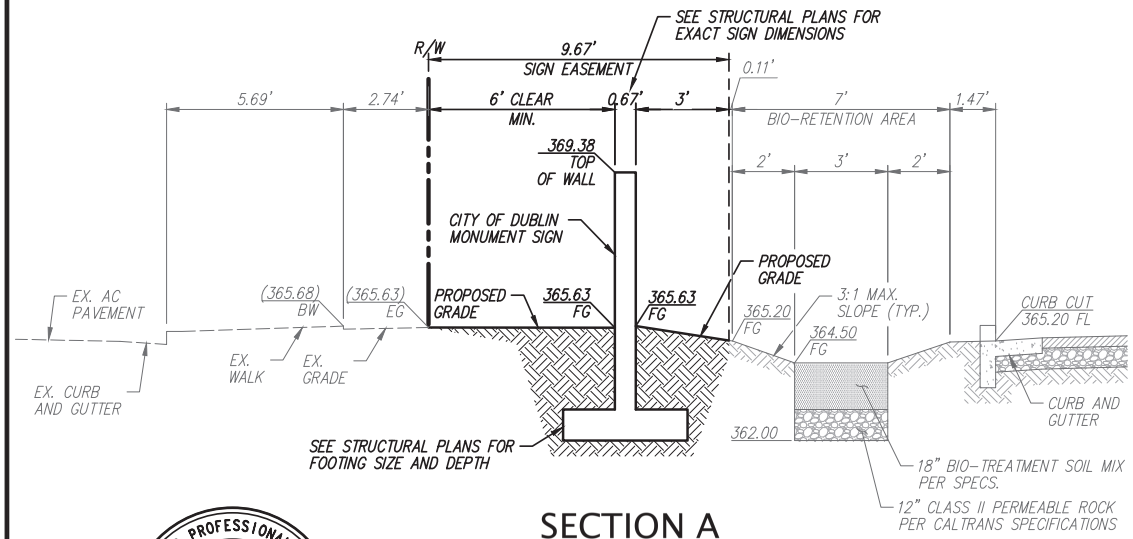
REFERENCE SITE PLAN

RESTRICTED ARCHITECTURAL DRAWINGS
The information, ideas, and designs expressed on these plans are the property of FCGA and are not to be used in whole or in part without written permission. These plans are not to be changed or copied in any form or manner whatsoever nor are they to be assigned to any third party. Any unauthorized use, changes, or conversion of these plans without the express written consent of FCGA will be at the user's sole risk and without liability to FCGA. Submission or distribution of these plans to meet official regulatory requirements or for other purposes in connection with this project is not to be construed as publication in derogation of FCGA's common law copyright or other reserved rights.

SHEET NO.:
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PLOT DATE: 05 21 21

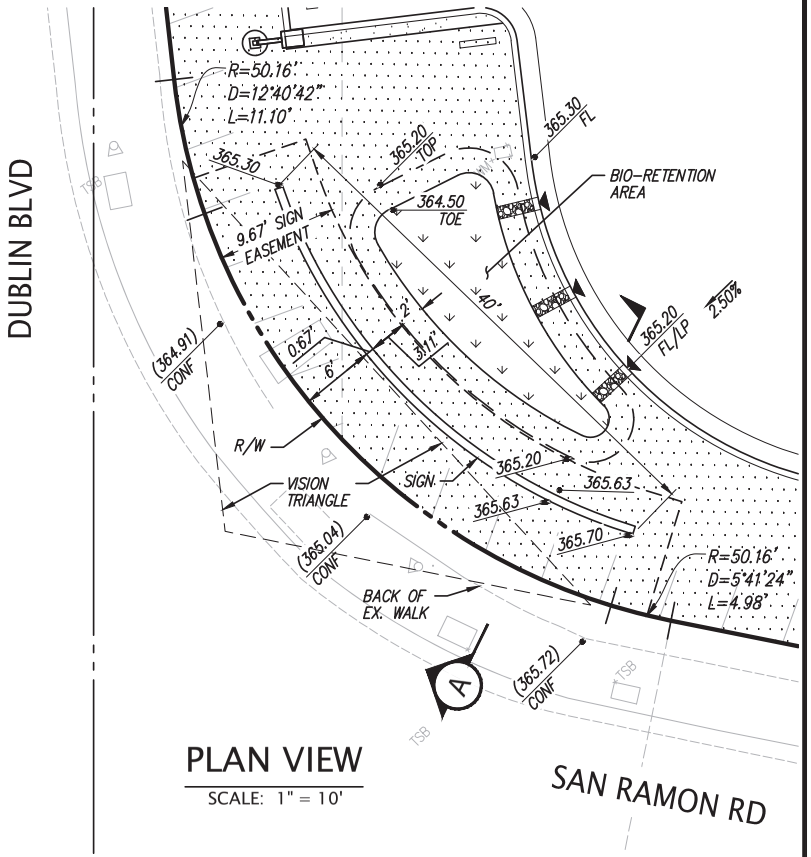
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## SECTION A

SCALE: 1" = 4'




## PLAN VIEW

SCALE: 1" = 10'

KIER+WRIGHT
2850 Collier Canyon Road
Livermore, CA 94551
Phone: (925) 245-8788
www.kierwright.com

DUBLIN

# CITY OF DUBLIN SIGN EXHIBIT
## 7944 DUBLIN BLVD.
RUBICON PROPERTY GROUP, LLC

CALIFORNIA

| | |
|---|---|
| DATE | 05/18/2021 |
| SCALE | AS NOTED |
| BY | VB |
| JOB NO. | A20574 |
| SHEET | 1 OF 1 |

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## GENERAL NOTES

1. GENERAL: The intent of these drawings is to show all items necessary to complete the structure. Typical details and notes on these sheets shall apply to similar conditions, unless specifically noted otherwise. All work and construction shall comply with all applicable building codes, regulations and safety requirements. For items, methods and/or materials not shown, the minimum requirements of the 2019 California Building Code shall govern.
2. JOB SAFETY: The engineer is not responsible for fabrication, erection and/or job safety. The contractor shall comply with all required safety regulations.

   The contractor shall solely be responsible for the design and installation of all shoring, bracing, formwork, etc., as required for the protection of life and property during the construction of this building in accordance with all applicable safety ordinances.

   The contractor shall solely be responsible for all excavation procedures including logging, shoring and the protection of adjacent property, structures, streets and utilities in accordance with all applicable safety ordinances.
5. SPECIAL INSPECTIONS: Special inspections where required in the structural drawings shall be by an independent testing laboratory, as approved by the local building department, and retained by the owner.
6. EXISTING CONDITIONS: The contractor shall verify all existing conditions and dimensions at the job site. Any conditions requiring construction different from that shown on the drawings shall be brought to the attention of the engineer prior to doing that work.
7. These drawings are not to scale and shall not be used to establish dimensions, unless specifically provided. Refer to the architectural drawings for all dimensions, UNO.

## DESIGN CRITERIA

1. Design of new building elements is based on the following design criteria:

   A. Code: 2019 California Building Code (CBC)

   B. Risk Category: 2

   C. Wind Loads:
   Basic Wind Speed (3-second gust): 95 mph
   Wind Exposure: C

   D. Seismic Loads:
   Importance Factor = 1.0
   Site Class: D
   Ss = 1.94
   S1 = 0.71
   Sds = 1.55
   Sd1 = NULL
   Seismic Design Category: E

## FOUNDATION NOTES

1. A soils report has been prepared for the site.

   By: Cornerstone Earth Group
   Project No.: 1093-1-1
   Dated: February 25, 2019
2. The recommendations in this report and all addendas shall be considered to be a part of these construction documents.
3. The foundations and slabs shall be founded on prepared subgrade as required in the above report.
4. Foundations shall consist of conventional spread footings, designed for the following allowable bearing pressures:

   Dead + Live: 2000 psf
   Dead + Live + Wind/Seismic: 2667 psf
5. Foundations shall conform to the following (UNO):

   Minimum Depth: 18" below lowest adjacent grade
   Minimum Width: 18"
6. The contractor shall provide 48 hours minimum notice to the soils engineer who shall observe all subgrades prior to the placement of concrete or backfilling and shall observe all engineered fill, as required in the soils report.

## STATEMENT OF SPECIAL INSPECTIONS

1. Special inspection and testing shall conform to the requirements of CBC 1705.
2. Special inspection is required for the following items, per CBC 1705 UNO:

   A. Concrete cylinder tests only, see Concrete Notes. Table 1705.3, Item 6.
   B. Soils. Section 1705.6.
   C. Epoxy anchors per ICC/IAPMO reports and Table 1705.3 Item 4.

## ABBREVIATIONS

| | | | |
|---|---|---|---|
| AB | Anchor bolt | MB | Machine bolt |
| BOF | Bottom of footing | M.I. | Malleable iron |
| BN | Boundary nailing | (N) | New |
| cc | Center to center | NIC | Not in contract |
| CJ | Control or construction joint | NSG | Non-shrink grout |
| CMU | Concrete masonry unit | NTS | Not to scale |
| Csk. | Countersink | oc | On center |
| Cnsk. | Countersink | PFT | Pre-fabricated truss |
| CP | Complete penetration weld | PT | Pressure treated |
| DF | Douglas fir | RJ | Roof joist |
| (E) | Existing | RR | Roof rafter |
| EF | Each face | SAD | See Architectural drawings |
| EJ | Expansion joint | SB | Solid blocking |
| EN | Edge nailing | SP | Sub-purlin |
| ES | Each side | SW | Shearwall |
| EW | Each way | T&B | Top & bottom |
| FF | Flush frame | T&G | Tongue & groove |
| FJ | Floor joist | TBR | To be removed |
| FN | Field nailing | TN | Toe nail |
| FOB | Face of block | TOB | Top of block |
| FOC | Face of concrete | TOS | Top of sheathing |
| FOS | Face of stud | TS | Structural tubing |
| Ga. | Gage | UNO | Unless noted otherwise |
| GL | Glued-laminated beam | VIF | Verify in field |
| Hdr. | Header | XSP | Extra strong pipe |
| LB | Lag bolt | XXSP | Dbl. extra strong pipe |

## CONCRETE NOTES

1. Special inspection of concrete work is required where noted below. When required, special inspection shall include the inspection of the placement of reinforcement, and the inspection of the concrete placement operations, per CBC Section 1705.3.
2. Concrete Cylinder Tests: Testing by an approved laboratory; shall submit four (4) test cylinders from each class of concrete used in each days operations, but at least one (1) sample from each 100 cubic yards of concrete. Cylinder tests are required whether or not special inspection is required where noted below.
3. Splices of continuous reinforcement shall have a minimum lap of 48 bar diameters, but not less than 2'-0", unless noted otherwise. All reinforcing steel shall be securely wired and properly supported above ground, and away from forms. Reinforcing bar fabrication, laps and placement shall conform to the Manual of Standard Practice of the Concrete Reinforcing Steel Institute.
4. Concrete Requirements: Based on normal weight concrete (Unit Weight of 145 to 150 pcf, UNO).

| Usage | Minimum compressive strength (psi) (at 28 days) | Max. Water/ Cement Ratio | Slump (±½") | Maximum aggregate size | Spec. insp. req'd |
|---|---|---|---|---|---|
| Footings | 3000 | 0.57 | 5" | 1" | No# |
| Stem Wall | 3000 | 0.57 | 4" | 1" | No# |

   # Where special inspection is not required and compressive strength is greater than 2500 psi, higher strengths have been specified for quality control.

   The concrete shall have hard rock aggregate per ASTM C-33.

   All concrete shall have a minimum of 5 sacks of cement (94lb/sack) per cubic yard, Portland Type II, ASTM C-150.

   Transit mix shall be per ASTM C-94.

   Admixtures containing calcium chloride shall not be used.

   Submit mix designs to the engineer at least two days prior to the placing of concrete.
5. Concrete shall conform to ASTM C-94, and shall be placed within 90 minutes after addition of water to cement.
6. Reinforcing shall be new stock, deformed bars, conforming to ASTM A-615 as follows:

   No. 3 and Smaller . . . . . Grade 40
   No. 4 and Larger . . . . . Grade 60

   All bars to be welded shall meet the requirements of ASTM A-706.
7. Reinforcement Cover: All dimensions showing the locations of reinforcement steel not noted as "clear," are to the center of the steel. Minimum clear coverage of reinforcement shall be as follows:

   Concrete cast against earth, except slabs on grade. . . . . 3"

   Slabs on grade . . . . . 1½" UNO

   Concrete cast in forms, but exposed to earth or weather:

   No. 5 reinforcing and smaller . . . . . 1½"

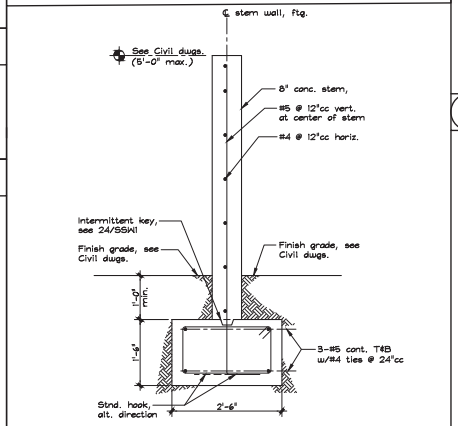
   No. 6 reinforcing and larger . . . . . 2"
8. Anchor Bolts/Rods: Anchor bolts/rods in concrete shall be ASTM A307 or ASTM F1554, Grade 36, UNO.
9. Unformed concrete surface curing, by one or combination of the following methods:

   A. Cure for one to seven days by maintaining temperature above 50 degrees Fahrenheit, and in moist condition.

   B. Apply membrane-forming curing compound to damp concrete immediately after completion of the moist-curing period.

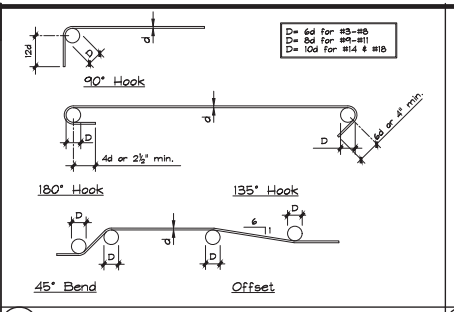
## EPOXY ANCHOR NOTES

1. Epoxy anchors:
   Epoxy grout for drilled-in rebar and drilled-in anchor bolts shall be Simpson SET-XP, or approved equal. Install per manufacturer's recommendations and provide periodic special inspection per ICC Report No. ESR-2508 (at concrete installations) and per IAPMO Report No. ER-265 (at CMU installations).

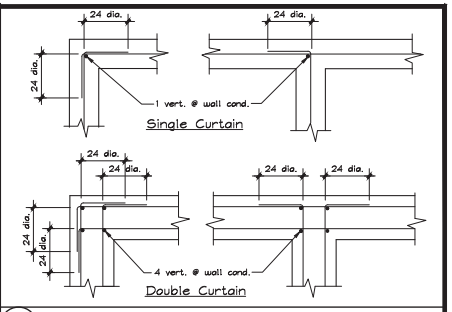



42 MONUMENT WALL

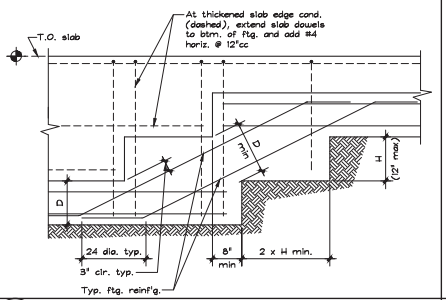
SEE CIVIL DRAWINGS & ARCHITECTURAL DRAWINGS



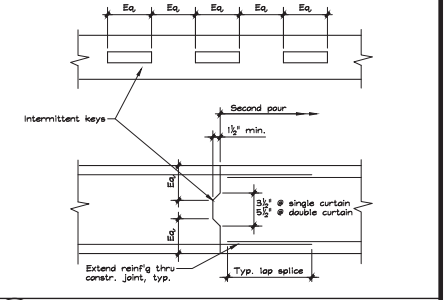

13 REINF'G. HOOKS, BENDS & OFFSETS C1



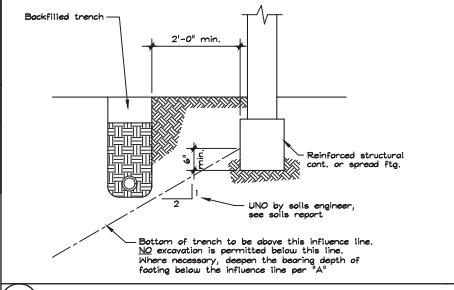

14 REINF'G @ INTERSECTIONS of FTGS & WALLS C2

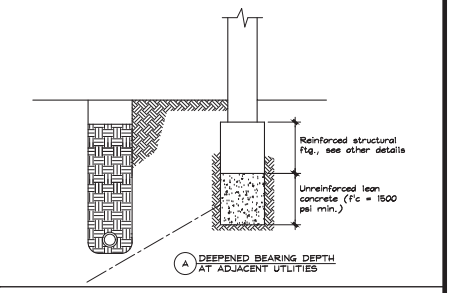



23 STEPPED FOOTING C3

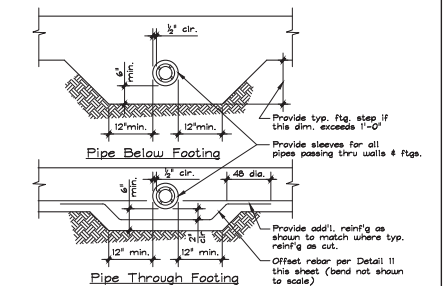



24 CONSTRUCTION JOINT IN WALL OR FTG
Applies to both vert. & horiz. joints. C4




33 PIPE PARALLEL TO FOOTING C9a




43 PIPE PERPENDICULAR TO FOOTING C9b


MBA STRUCTURAL ENGINEERS
INCORPORATED
2776 CALIFORNIA BLVD #A, WALNUT CREEK, CA. 94596
PHONE: (925) 933-4848 FAX: (925) 933-4848
WEB SITE: www.mbastructural.com


REGISTERED PROFESSIONAL ENGINEER — No. 3505 Exp. 3-31-23 — STRUCTURAL — STATE OF CALIFORNIA


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VP-RPG DUBLIN, LLC
7944 DUBLIN BOULEVARD
DUBLIN, CA 94568

REVISIONS:
1
2
3
4
5
6
7

JOB NO.: 20055-Sign
ISSUE: PLAN CHECK
DATE: 05/18/2021

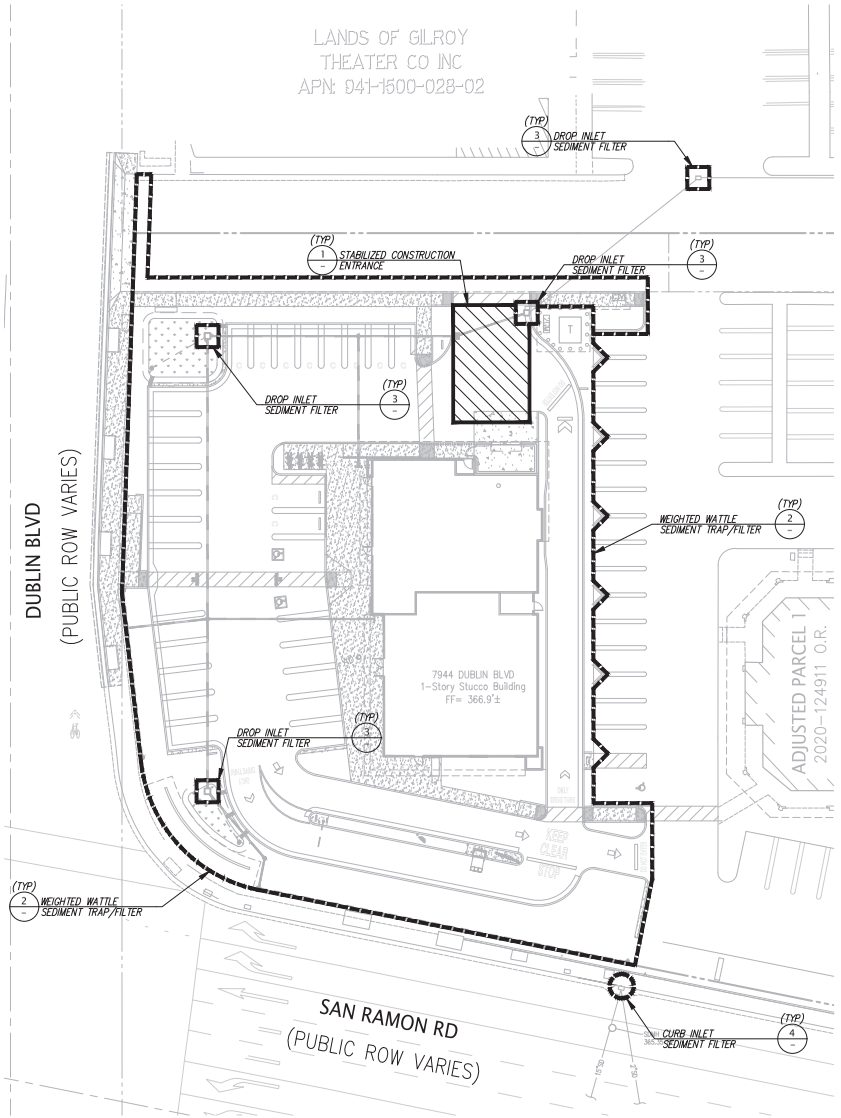
FILENAME:

STRUCTURAL NOTES AND DETAILS


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SHEET NO.:
SSW1
SHT OF

PLOT DATE:




## CITY OF DUBLIN STANDARD EROSION CONTROL NOTES

1. CONTRACTOR SHALL KEEP CONSTRUCTION TRAFFIC OUT OF LOCATIONS WHERE STORMWATER TREATMENT FACILITIES AND MEASURES WILL BE INSTALLED TO MINIMIZE COMPACTION OF EXISTING SOILS.
2. PROTECT STORMWATER TREATMENT FACILITIES FROM CONSTRUCTION SITE RUNOFF. ONCE IMPORTED MATERIALS ARE INSTALLED IN STORMWATER TREATMENT FACILITIES, RUNOFF FROM UNSTABILIZED AREAS MUST BE DIVERTED AWAY FROM SUCH FACILITIES.
3. THE CONSTRUCTION BMPS SHOWN ON THE PLAN ARE MINIMUM REQUIREMENTS. THE CITY ENGINEER OR PUBLIC WORKS INSPECTOR IS AUTHORIZED TO REQUIRE ADDITIONAL BMPS TO PREVENT NON-STORMWATER DISCHARGES.
4. ALL SITE GRADING AND DRAINAGE CONVEYANCE MUST CAUSE RUNOFF FROM DRAINAGE MANAGEMENT AREAS (DMA) TO DRAIN TO DESIGNATED RECEIVING FACILITY (I.E. GRADE BREAKS MUST CONFORM TO DMA DELINEATIONS, CURB CUTS MUST EFFECTIVELY DIRECT FLOWS INTO FACILITIES, ETC.).

# WEIGHTED WATTLES

**Product Specification** — **SEDIMENT CONTROL**

### WEIGHTED WATTLES

- Composed of 100% biodegradable crushed, composted walnut shells.
- Provides long lasting sediment control.
- Reusable - can be easily cleaned and reused.
- Filter stormwater runoff water.
- Spread overland waterflow.
- Trap sediment to prevent erosion.
- Prevent erosion by reducing slope lengths and slowing and spreading water flow.
- Diminish storm water runoff pollution by capturing sediment.
- Enhance revegetation of slopes denuded by fires and timber harvest.
- Reduce sheet erosion and prevent rill and gully development.
- Are more efficient than silt fences and don't have to be removed.
- Work as check dams to prevent sheet erosion as well as rill and gully development.
- Can be laid along the edge of the sidewalks to keep soil on site and prevent it from washing onto pavement and asphalt.
- Can be wrapped around storm drain inlets to slow water and settle out sediment.
- Capture sediment and spread water rather than concentrating the flow and volume.
- Meets Best Available Technology for use in urban water runoff Best Management Practices (BMP).



MODEL WWW-04-120

### WEIGHTED WALNUT WATTLE

Weighted walnut wattles are used for erosion control, stormwater runoff control, and sediment control.

Our weighted walnut wattles typically last 12 to 18 months, and are composed of crushed, compacted walnut shells, that provide superior sediment control and the walnut shell itself provides the weight.

Weighted walnut wattles replace straw wattles, silt fences, straw bales, earth berms, willow wattles, sandbags, and earth water-bars.

Manufactured with crushed walnut shells they are as efficient and cost effective replacement for straw wattles and can be reused.

**Patent Pending**

### REM - HELPING KEEP YOUR WATERWAYS CLEAN

*The most recent National Water Quality Inventory reports that runoff from urban areas is the leading source of impairments to surveyed estuaries and the third largest source of water quality impairments to surveyed lakes. In addition, population and development trends indicate that by 2010 more than half of the Nation will live in coastal areas and cities. Runoff from these rapidly growing urban areas will continue to degrade coastal waters.*

Environmental Protection Agency's Office of Water (EPA841-F-96-004S)

Revel Environmental Manufacturing, Inc.
www.remfibers.com
888-526-4736

MADE IN USA

## WEIGHTED WALNUT WATTLES - RUNOFF PROTECTION



Easy to bend and stays in place.



| Stock sizes | Model Number |
|---|---|
| 4 foot | WWW-04-48 |
| 6 foot | WWW-04-72 |
| 10 foot | WWW-04-120 |

Custom sizes are available- call for details
Hydrocarbon absorbment mix available



- Easy grip handles
- Anchoring eyelets
- High visibility safety orange



*Unique, woven filter housing is self arresting of tears and has a large diameter-versus length expansion ratio.*



*Walnut shells are a high density filter media that has excellent filtration characteristics and is quick to dry.*

**Distributed By:**

REM — Revel Environmental Manufacturing Inc.

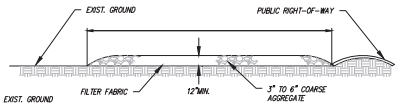
## WEIGHTED WATTLES
NOT TO SCALE
2

## LEGEND

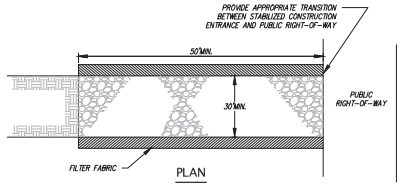
- 1 STABILIZED CONSTRUCTION ENTRANCE
- 2 WEIGHTED WATTLE SEDIMENT TRAP/FILTER
- 3 DROP INLET SEDIMENT FILTER
- 4 CURB INLET SEDIMENT FILTER

NORTH

0 10 20 40 60
Scale 1" = 20'

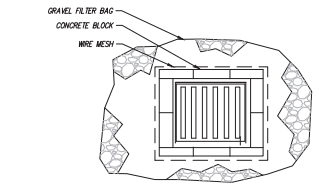


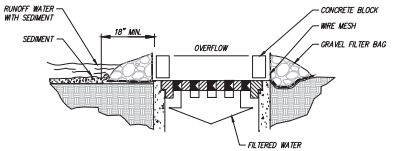

PROFILE



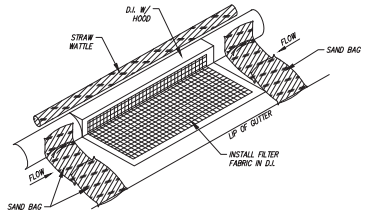

PLAN

## STABILIZED CONSTRUCTION ENTRANCE
NOT TO SCALE
1




## DROP INLET SEDIMENT FILTER
NOT TO SCALE
3




## CURB INLET FILTER DETAIL
NOT TO SCALE
4

| NO. | REVISION | BY |
|---|---|---|
| 1 | BULLETIN, TENANT REVISIONS | 5/13/2021 |
| 2 | RFI 17 CROSSING PIPES | 06/23/2021 |
| 3 | DRIVE THRU REVISIONS | 07/13/2021 |

| NO. | REVISION | BY |
|---|---|---|
| 1 | PERMIT | 12/16/2020 |
| 2 | BID SET | 1/29/2021 |
| 3 | PLAN CHECK 3 RESPONSE | 3/3/2021 |
| 4 | PLAN CHECK 4 RESPONSE | 3/26/2021 |
| 5 | PLAN CHECK 5 RESPONSE | 4/21/2021 |

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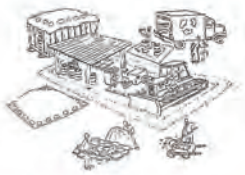
KIER+WRIGHT
2850 Collier Canyon Road
Livermore, CA 94551
Phone: (925) 245-8788
www.kierwright.com

# EROSION CONTROL PLAN
OF
7944 DUBLIN BLVD.
FOR
RUBICON PROPERTY GROUP, LLC
DUBLIN, CALIFORNIA

| | |
|---|---|
| DATE | APRIL, 2021 |
| SCALE | AS SHOWN |
| DESIGNER | ZS |
| DRAFTER | SR |
| JOB NO. | A20574 |
| SHEET | C9.0 |
| OF | 18 SHEETS |

FOR REFERENCE ONLY

# Clean Bay Blue Print



## Make sure your crews and subs do the job right!

Runoff from streets and other paved areas is a major source of pollution and damage to creeks and the San Francisco Bay. Construction activities can directly affect the health of creeks and the Bay unless contractors and crews plan ahead to keep dirt, debris, and other construction waste away from storm drains and local creeks. Following these guidelines and the project specifications will ensure your compliance with City of Dublin requirements.

## Materials storage & spill cleanup

### Non-hazardous materials management

- Sand, dirt, and similar materials must be stored at least 10 feet (3 meters) from catch basins. All construction material must be covered with a tarp and contained with a perimeter control during wet weather or when rain is forecasted or when not actively being used within 14 days.
- Use (but don't overuse) reclaimed water for dust control as needed.
- Sweep or vacuum streets and other paved areas daily. Do not wash down streets or work areas with water!
- Recycle all asphalt, concrete, and aggregate base material from demolition activities. Comply with City of Dublin Ordinances for recycling construction materials, wood, gyp board, pipe, etc.
- Check dumpsters regularly for leaks and to make sure they are not overfilled. Repair or replace leaking dumpsters promptly.
- Cover all dumpsters with a tarp at the end of every work day or during wet weather.

### Hazardous materials management

- Label all hazardous materials and hazardous wastes (such as pesticides, paints, thinners, solvents, fuel, oil, and antifreeze) in accordance with city, county, state, and federal regulations.
- Store hazardous materials and wastes in water tight containers, store in appropriate secondary containment, and cover them at the end of every work day or during wet weather or when rain is forecasted.
- Follow manufacturer's application instructions for hazardous materials and be careful not to use more than necessary. Do not apply chemicals outdoors when rain is forecasted within 24 hours.
- Be sure to arrange for appropriate disposal of all hazardous wastes.

### Spill prevention and control

- Keep a stockpile of spill cleanup materials (rags, absorbents, etc. ) available at the construction site at all times.
- When spills or leaks occur, contain them immediately and be particularly careful to prevent leaks and spills from reaching the gutter, street, or storm drain. Never wash spilled material into a gutter, street, storm drain, or creek!
- Dispose of all containment and cleanup materials properly.
- Report any hazardous materials spills immediately! Dial 911

### Construction Entrances and Perimeters

- Establish and maintain effective perimeter controls and stabilize all construction entrances and exits to sufficiently control erosion and sediment discharges from site and tracking off site.
- Sweep or vacuum any street tracking immediately and secure sediment source to prevent further tracking.

## Vehicle and equipment maintenance & cleaning

- Inspect vehicles and equipment for leaks frequently. Use drip pans to catch leaks until repairs are made; repair leaks promptly.
- Fuel and maintain vehicles on site only in a bermed area or over a drip pan that is big enough to prevent runoff.
- If you must clean vehicles or equipment on site, clean with water only in a bermed area that will not allow rinse water to run into gutters, streets, storm drains, or creeks.
- Do not clean vehicles or equipment on-site using soaps, solvents, degreasers, steam cleaning equipment, etc.



## Earthwork & contaminated soils

- Keep excavated soil on the site where it will not collect in the street.
- Transfer to dump trucks should take place on the site, not in the street.
- Use fiber rolls, silt fences, or other control measures to minimize the flow of silt off the site.



- Earth moving activities are only allowed during dry weather by permit and as approved by the City of Dublin inspector in the Field.
- Mature vegetation is the best form of erosion control. Minimize disturbance to existing vegetation whenever possible.
- If you disturb a slope during construction, prevent erosion by securing the soil with erosion control fabric, or seed with fast-growing grasses as soon as possible. Place fiber rolls down-slope until soil is secure.
- If you suspect contamination (from site history, discoloration, odor, texture, abandoned underground tanks or pipes, or buried debris), call the Engineer for help in determining what should be done, and manage disposal of contaminated soil according to their instructions.

## Dewatering operations



- Effectively manage all run-on, all runoff within the site, and all runoff that discharges from the site. Run-on from off site shall be directed away from all disturbed areas or shall collectively be in compliance.
- Reuse water for dust control, irrigation, or another on-site purpose to the greatest extent possible.
- Be sure to notify and obtain approval from the Engineer before discharging water to a street, gutter, or storm drain. Filtration or diversion through a basin, tank, or sediment trap may be required.
- In areas of known contamination, testing is required prior to reuse or discharge of groundwater. Consult with the Engineer to determine what testing is required and how to interpret results. Contaminated groundwater must be treated or hauled off-site for proper disposal.

## Saw cutting

- Always completely cover and barricade storm drain inlets when saw cutting. Use plastic sheeting (Visqueen) to keep slurry out of the storm drain system.
- Shovel, absorb, or vacuum saw-cut slurry and pick up all waste as soon as you are finished in one location or at the end of each work day (whichever is sooner!).
- If saw cut slurry enters a catch basin, clean it up immediately.

## Paving/asphalt work



- Always cover storm drain inlets and manholes when paving or applying seal coat, tack coat, slurry seal, or fog seal.
- Protect gutters, ditches, and drainage courses with sand/gravel bags, or earthen berms.
- Do not sweep or wash down excess sand from sand sealing into gutters, storm drains, or creeks. Collect sand and return it to the stockpile, or dispose of it as trash.
- Do not use water to wash down fresh asphalt concrete pavement.

## Concrete, grout, and mortar storage & waste disposal

- Store concrete, grout, and mortar under cover, on pallets, and away from drainage areas. These materials must never reach a storm drain.
- Wash out concrete equipment/trucks off-site or into contained washout areas that will not allow discharge of wash water onto the underlying soil or onto the surrounding areas.



- Collect the wash water from washing exposed aggregate concrete and remove it for appropriate disposal off site.

## Painting



- Never rinse paint brushes or materials in a gutter or street!
- Paint out excess water-based paint before rinsing brushes, rollers, or containers in a sink.
- Paint out excess oil-based paint before cleaning brushes in thinner.
- Filter paint thinners and solvents for reuse whenever possible. Dispose of oil-based paint sludge and unusable thinner as hazardous waste.

## Landscape Materials

- Contain, cover, and store on pallets all stockpiled landscape materials (mulch, compost, fertilizers, etc.) during wet weather or when rain is forecasted or when not actively being used within 14 days.
- Discontinue the application of any erodible landscape material within 2 days of forecasted rain and during wet weather.

## Storm drain polluters may be liable for fines of $10,000 or more per day!

For references and more detailed information:
www.cleanwaterprogram.org
www.cabmphandbooks.com

| NO. | REVISION | BY |
|---|---|---|
| 1 | PERMIT 12/16/2020 | |
| 2 | BID SET 1/29/2021 | |
| 3 | PLAN CHECK 3 RESPONSE 3/3/2021 | |
| 4 | PLAN CHECK 4 RESPONSE 3/26/2021 | |
| 5 | PLAN CHECK 5 RESPONSE 4/21/2021 | |

| NO. | REVISION | BY |
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| 1 | BULLETIN: TENANT REVISIONS 5/13/2021 | |
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| 3 | DRIVE THRU REVISIONS 07/13/2021 | |
| 4 | | |
| 5 | | |

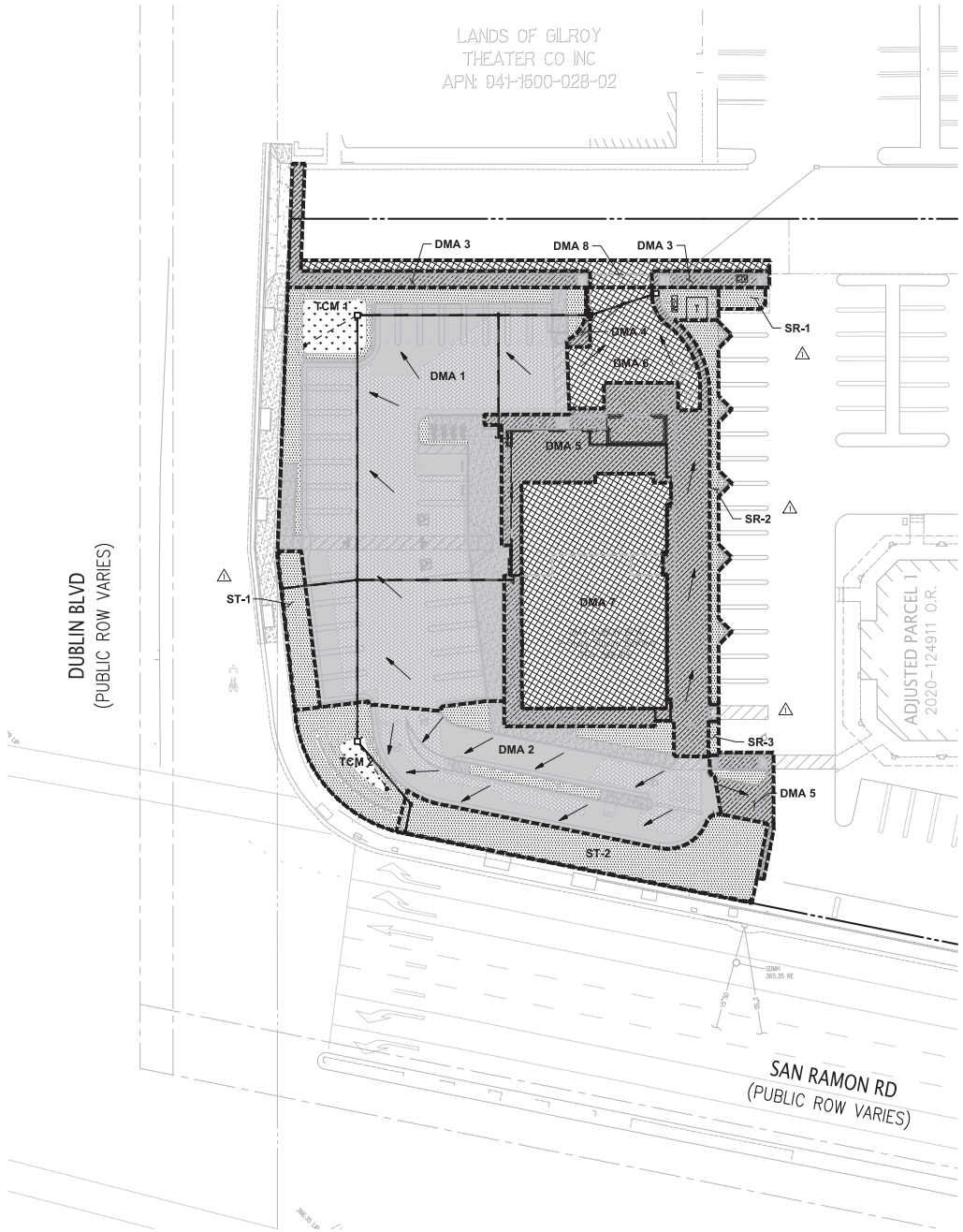
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Livermore, CA 94551
Phone: (925) 245-8788
www.kierwright.com

CLEAN BAY BLUEPRINT
OF
7944 DUBLIN BLVD.
FOR
RUBICON PROPERTY GROUP, LLC
DUBLIN, CALIFORNIA

| | |
|---|---|
| DATE | APRIL, 2021 |
| SCALE | AS SHOWN |
| DESIGNER | ZF |
| DRAFTER | SR |
| JOB NO. | A20574 |
| SHEET | C9.1 |
| OF | 18 SHEETS |

FOR REFERENCE ONLY




## LEGEND

- TRIBUTARY AREA LIMITS
- BIOTREATMENT AREA (619 SF)
- LANDSCAPE AREA (6,435 SF)
- EXISTING UNDISTURBED AC TREATED IN-LIEU (8,695 SF)
- UNTREATED DISTURBED IMPERVIOUS AREA (7,097 SF)
- TREATED DISTURBED IMPERVIOUS AREA (6,366 SF)
- UNTREATED UNDISTURBED AREA (6,637 SF)
- FLOW ARROW
- DMA — DRAINAGE MANAGEMENT AREA
- TCM — TREATMENT CONTROL MEASURE

NORTH

0 10 20 40 60

Scale 1" = 20'

### BIO-RETENTION SIZING CALCULATIONS

## SOURCE CONTROL & SITE DESIGN MEASURES

SITE DESIGN:
- MINIMIZE LAND DISTURBANCE
- MINIMIZE IMPERVIOUS SURFACE
- PRESERVE OPEN SPACE

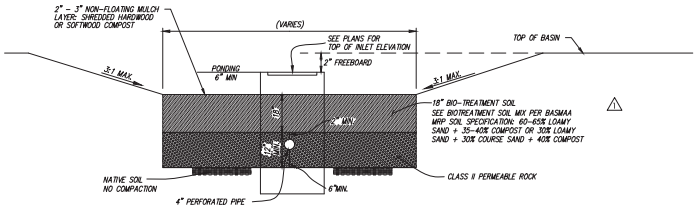
SOURCE CONTROL:
- STORM DRAIN LABELING
- BENEFICIAL LANDSCAPING (MINIMIZES IRRIGATION, RUNOFF, PESTICIDES AND FERTILIZERS; PROMOTES TREATMENT)

## STORMWATER CONTROL NOTES

1. POTENTIAL POLLUTANTS INCLUDE MOTOR VEHICLE LUBRICANTS, COOLANTS, DISC BRAKE DUST, LITTER AND DEBRIS. POLLUTANT SOURCE AREAS INCLUDE THE ASPHALT CONCRETE PARKING LOT AND DRIVE AISLES, THE ROOF OF THE BUILDING, AND THE SITE STORM DRAIN INLETS. ALL INLETS WILL BE MARKED "NO DUMPING – DRAINS TO BAY". THE PARKING LOT SHALL BE SWEPT REGULARLY TO PREVENT THE ACCUMULATION OF LITTER AND DEBRIS.
2. BIOTREATMENT SIZING IS BASED ON THE FLOW BASED CALCULATIONS METHOD (SIMPLIFIED SIZING METHOD) PER THE ALAMEDA COUNTY CLEANWATER PROGRAM. FINAL SIZING MAY BE BASED ON EITHER THE FLOW BASED OR COMBINATION FLOW/VOLUME BASED METHOD.
3. A THIRD PARTY INSPECTION OF THE BIORETENTION PONDS WILL BE REQUIRED DURING INSTALLATION AND PRIOR TO OCCUPANCY. CONTACT THIRD PARTY INSPECTOR PRIOR TO THE PLACEMENT OF BIORETENTION SOIL.
4. TRASH CAPTURE MEASURES TO BE INSTALLED IN STORM DRAIN CATCH BASINS PER PROVISION C.10 OF THE REGIONAL WATER QUALITY CONTROL BOARD'S MUNICIPAL REGIONAL PERMIT.
5. ALL STORMWATER TREATMENT SHALL BE PER CITY STANDARD DETAILS.

## CITY OF DUBLIN STORMWATER MANAGEMENT PLAN SET NOTES:

1. PRIOR TO DELIVERY OF BIOTREATMENT SOIL, THE CONTRACTOR SHALL PROVIDE REQUIRED DOCUMENTATION (AVAILABLE AT WWW.CI.DUBLIN.CA.US/1656/STORMWATER-DEVELOPMENT-SUBMITTAL-REQUIRE) TO THE PUBLIC WORKS INSPECTOR DEMONSTRATING THAT THE BIOTREATMENT SOIL COMPLIES WITH SPECIFICATIONS INCLUDED IN THE MOST RECENT VERSION OF THE ALAMEDA COUNTY CLEAN WATER PROGRAM'S C.3 STORMWATER TECHNICAL MANUAL. RECEIPTS OR DELIVERY TICKETS FOR THE BIOTREATMENT SOIL AND CLASS II PERM MUST BE RETAINED FOR REVIEW BY THE PUBLIC WORKS INSPECTOR.
2. THE REQUIRED MINIMUM STORMWATER BIOTREATMENT FACILITY SURFACE AREA IS THAT AREA THAT ACHIEVES THE REQUIRED PONDING DEPTH AND IS UNDERLAIN BY 18 INCHES OF BIOTREATMENT SOIL.
3. ALL SITE GRADING AND DRAINAGE CONVEYANCE MUST CAUSE RUNOFF FROM DRAINAGE MANAGEMENT AREAS (DMA) TO DRAIN TO DESIGNATED RECEIVING FACILITY ( I.E. GRADE BREAKS MUST CONFORM TO DMA DELINEATIONS, CURB CUTS MUST EFFECTIVELY DIRECT FLOWS INTO FACILITIES, ETC.).
4. CONTRACTOR MUST MAINTAIN RECORD DOCUMENTS OF CONSTRUCTION CHANGES ('AS-BUILT DRAWINGS') FOR ANY FACILITIES AND RELATED DESIGN FEATURES AND MUST PROVIDE SAID DOCUMENTATION TO THE PUBLIC WORKS DEPARTMENT UPON COMPLETION OF CONSTRUCTION.
5. THE PROJECT CIVIL ENGINEER OR LANDSCAPE ARCHITECT IS RESPONSIBLE FOR ENSURING THAT THE FACILITIES ARE CONSTRUCTED IN ACCORDANCE WITH APPROVED PLANS. PRIOR TO BUILDING PERMIT FINAL INSPECTION OR CERTIFICATE OF OCCUPANCY OR ACCEPTANCE OF IMPROVEMENTS, THE PUBLIC WORKS INSPECTOR SHALL REQUIRE THE PROJECT CIVIL ENGINEER OR LANDSCAPE ARCHITECT TO SUBMIT A STATEMENT CERTIFYING THAT THE FACILITIES HAVE BEEN INSTALLED PROPERLY AND IN ACCORDANCE WITH THE APPROVED STORMWATER MANAGEMENT PLAN OR ANY REVISIONS THEREOF.
6. ANY ASYMMETRICAL STORMWATER TREATMENT AREAS SHALL BE STAKED AND SURVEYED PRIOR TO CONSTRUCTION OF THESE STORMWATER TREATMENT AREAS.
7. INSTALL STORM DRAIN MEDALLIONS OR INLET MARKERS THAT READ 'NO DUMPING - DRAINS TO CREEK' ON ALL PUBLIC AND PRIVATE STORM DRAIN INLETS IN ACCORDANCE WITH CITY STANDARD DETAIL CD-704. THE MEDALLIONS MAY BE PURCHASED FROM THE PUBLIC WORKS DEPARTMENT LOCATED AT 100 CIVIC PLAZA, DUBLIN, CA.
8. PRIOR TO THE CITY GRANTING FINAL BUILDING PERMIT INSPECTION OR CERTIFICATE OF OCCUPANCY OR ACCEPTANCE OF IMPROVEMENTS, THE APPLICANT SHALL PROVIDE GPS COORDINATES FOR ALL INSTALLED STORMWATER TREATMENT FACILITIES, HYDROMODIFICATION MANAGEMENT MEASURES, AND TRASH CAPTURE DEVICES. THE COORDINATES SHALL BE IN A FORMAT DETERMINED BY THE PUBLIC WORKS DEPARTMENT.
9. PRIOR TO THE CITY'S ACCEPTANCE OF IMPROVEMENTS WITHIN THE PUBLIC RIGHT OF WAY, SUBDRAIN LINES IN STORMWATER TREATMENT FACILITIES AND MEASURES LOCATED IN THE RIGHT-OF-WAY MUST BE TELEVISED TO DEMONSTRATE THE SUBDRAIN IS CLEAR OF SEDIMENT AND DEBRIS.
10. PRIOR TO THE CITY'S ACCEPTANCE OF IMPROVEMENTS WITHIN THE PUBLIC RIGHT OF WAY, ANY UNDERGROUND STORMWATER TREATMENT UNITS SHALL BE INSPECTED AND MAINTENANCE ACTIVITIES CONDUCTED, INCLUDING BUT NOT LIMITED TO REMOVAL AND REPLACEMENT OF MEDIA FILTRATION CARTRIDGES, AS APPLICABLE.




TYPICAL TREATMENT PLANTER SECTION (1)

NOT TO SCALE

| NO. | REVISION | BY |
|---|---|---|
| 1 | BULLETIN: TENANT REVISIONS 5.13.2021 | |
| 2 | RFI 17 CROSSING PIPES 06.23.2021 | |
| 3 | DRIVE THRU REVISIONS 07.13.2021 | |

| NO. | REVISION | BY |
|---|---|---|
| 1 | PERMIT 12.16.2020 | |
| 2 | BID SET 1.29.2021 | |
| 3 | PLAN CHECK 3 RESPONSE 3.3.2021 | |
| 4 | PLAN CHECK 4 RESPONSE 3.26.2021 | |
| 5 | PLAN CHECK 5 RESPONSE 4.21.2021 | |

REGISTERED PROFESSIONAL ENGINEER — No. 69536 — CIVIL — STATE OF CALIFORNIA

KIER+WRIGHT

2850 Collier Canyon Road
Livermore, CA 94551

Phone: (925) 245-8788
www.kierwright.com

# STORM WATER QUALITY CONTROL PLAN
OF
7944 DUBLIN BLVD.
FOR
RUBICON PROPERTY GROUP, LLC
DUBLIN, CALIFORNIA

| | |
|---|---|
| DATE | APRIL, 2021 |
| SCALE | AS SHOWN |
| DESIGNER | ZF |
| DRAFTER | SR |
| JOB NO. | A20574 |
| SHEET | C10.0 |
| OF | 18 SHEETS |

FOR REFERENCE ONLY

**EXHIBIT C**

Premises

"Sign Maintenance Easement"

## OWNER'S STATEMENT

THE UNDERSIGNED DOES HEREBY STATE THAT HE/SHE/THEY IS/ARE THE OWNER OF ALL THE LANDS DELINEATED AND EMBRACED WITHIN THE TRACT BOUNDARY LINE OF THIS PARCEL MAP ENTITLED "PARCEL MAP 11200, CITY OF DUBLIN, ALAMEDA COUNTY, CALIFORNIA", CONSISTING OF TWO (2) SHEETS, THIS STATEMENT BEING UPON SHEET ONE (1) THEREOF; THAT HE/SHE/THEY CONSENT/S TO THE PREPARATION AND FILING OF SAID MAP; THAT SAID MAP PARTICULARLY SETS FORTH AND DESCRIBES ALL THE LOTS INTENDED FOR SALE BY THEIR NUMBER AND PRECISE WIDTH AND LENGTH; AND THAT SAID MAP PARTICULARLY SETS FORTH AND DESCRIBES THE PARCELS OF GROUND RESERVED FOR PUBLIC PURPOSES BY THEIR BOUNDARIES, COURSES, AND EXTENT.

THE REAL PROPERTY DESCRIBED BELOW IS DEDICATED AS AN EASEMENT FOR PUBLIC PURPOSES: THE AREAS IN, UNDER, ALONG, AND ACROSS ANY AREA OR STRIP OF LAND DESIGNATED AS SIGN MAINTENANCE EASEMENT, AS DELINEATED EMBRACED WITHIN THE BOUNDARIES OF THE HEREIN EMBODIED MAP, FOR THE PURPOSE OF CONSTRUCTION AND MAINTENANCE OF A DOWNTOWN GATEWAY SIGN AND APPURTENANCES THERETO. SAID EASEMENT SHALL BE KEPT OPEN AND FREE FROM ALL BUILDINGS AND STRUCTURES OF ANY KIND, EXCEPT THE DOWNTOWN GATEWAY SIGN AND ALL APPLICABLE APPURTENANCES.

THE REAL PROPERTY DESCRIBED BELOW IS DEDICATED AS AN EASEMENT FOR PUBLIC PURPOSES: THE AREAS DESIGNATED AS "EMERGENCY VEHICLE ACCESS EASEMENT" (EVAE), AS DELINEATED AND EMBRACED WITHIN THE BOUNDARIES OF THE HEREIN EMBODIED MAP, FOR THE PURPOSE OF INGRESS AND EGRESS OF PUBLIC SAFETY VEHICLES AND EMERGENCY EQUIPMENT.

THE REAL PROPERTY DESIGNATED AS "PRIVATE PEDESTRIAN ACCESS EASEMENT" (PEDAE) IS FOR THE PURPOSE OF PRIVATE PEDESTRIAN INGRESS AND EGRESS. SAID EASEMENT IS NOT OFFERED FOR DEDICATION TO THE PUBLIC. SAID AREA SHALL BE OWNED AND MAINTAINED BY THE PROPERTY OWNERS. SAID EASEMENT SHALL BE DEDICATED BY SEPARATE INSTRUMENT.

THE REAL PROPERTY DESIGNATED AS "PRIVATE ACCESS EASEMENT" (PAE) IS FOR THE PURPOSE OF PRIVATE INGRESS AND EGRESS AND PARKING. SAID EASEMENTS ARE NOT OFFERED FOR DEDICATION TO THE PUBLIC. SAID AREAS SHALL BE OWNED AND MAINTAINED BY THE PROPERTY OWNERS. SAID EASEMENT SHALL BE DEDICATED BY SEPARATE INSTRUMENT.

THIS MAP SHOWS ALL EASEMENTS ON THE PREMISES AND/OR OF RECORD, WITHIN THE BOUNDARY LINES OF THE HEREIN EMBODIED MAP.

AS OWNER:
VP-RPG DUBLIN, LLC,
A CALIFORNIA LIMITED LIABILITY COMPANY

BY: DELAWARE RETAIL CONTROL, LLC,
A DELAWARE LIMITED LIABILITY COMPANY
ITS MANAGER

BY: VPI 2004, INC., A CALIFORNIA CORPORATION
ITS MANAGER

BY: _____
NAME: JOHN GLIKBARG
TITLE: VICE PRESIDENT

## OWNER'S ACKNOWLEDGMENT:

A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE VERIFIES ONLY THE IDENTITY OF THE INDIVIDUAL WHO SIGNED THE DOCUMENT TO WHICH THIS CERTIFICATE IS ATTACHED, AND NOT THE TRUTHFULNESS, ACCURACY, OR VALIDITY OF THAT DOCUMENT.

STATE OF CALIFORNIA )
} SS
COUNTY OF ALAMEDA )

ON 12/13, 2021, BEFORE ME, Cynthia Van Hook,

A NOTARY PUBLIC, PERSONALLY APPEARED JOHN GLIKBARG,

WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/SHE/THEY EXECUTED THE SAME IN HIS/HER/THEIR AUTHORIZED CAPACITY(IES), AND BY HIS/HER/THEIR SIGNATURES ON THE INSTRUMENT THE PERSON(S), OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.

I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT.

WITNESS MY HAND

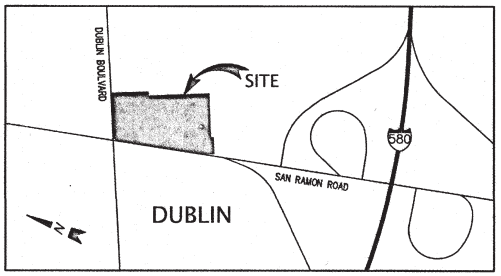
SIGNATURE: _____

PRINTED NAME: CYNTHIA VAN HOOK

PRINCIPAL PLACE OF BUSINESS: KIW

COMMISSION NUMBER: 2290318

COMMISSION EXPIRES: 6/23/2023




VICINITY MAP

NOT TO SCALE

## ACTING CITY ENGINEER'S STATEMENT

I, ANDREW C. RUSSELL, ACTING CITY ENGINEER OF THE CITY OF DUBLIN, COUNTY OF ALAMEDA, STATE OF CALIFORNIA, DO HEREBY STATE THAT I HAVE EXAMINED THE HEREIN EMBODIED PARCEL MAP ENTITLED "PARCEL MAP 11200, CITY OF DUBLIN, ALAMEDA COUNTY, CALIFORNIA", CONSISTING OF TWO (2) SHEETS, THIS STATEMENT BEING UPON SHEET ONE (1) THEREOF, AND THAT THE PARCEL MAP WAS PRESENTED TO ME AS PROVIDED BY LOCAL ORDINANCE THIS 15TH DAY OF DECEMBER, 2021 AND THAT THIS MAP CONFORMS WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCES APPLICABLE AT THE TIME OF APPROVAL OF THE TENTATIVE PARCEL MAP AND THE SUBDIVISION AS SHOWN IS SUBSTANTIALLY THE SAME AS IT APPEARED ON THE TENTATIVE PARCEL MAP AND ANY APPROVED ALTERATIONS THEREOF, AND THAT I APPROVE SAID MAP AND ACCEPT, SUBJECT TO IMPROVEMENT, ON BEHALF OF THE CITY OF DUBLIN, THE SIGN MAINTENANCE EASEMENT AND EMERGENCY VEHICLE ACCESS EASEMENT OFFERED FOR DEDICATION FOR PUBLIC USE IN CONFORMITY WITH THE TERMS OF THE OFFER OF DEDICATION.

I FURTHER STATE THAT ALL AGREEMENTS AND SURETY REQUIRED BY LAW TO ACCOMPANY THE WITHIN MAP ARE APPROVED AND ARE FILED WITH THE CITY.

SIGNED: Andrew C Russell
ANDREW C. RUSSELL, ACTING CITY ENGINEER R.C.E. 61348
CITY OF DUBLIN, ALAMEDA COUNTY, CALIFORNIA

DATED: DECEMBER 15, 2021

REGISTERED CIVIL ENGINEER ANDREW C. RUSSELL No. 61348 STATE OF CALIFORNIA

## ACTING CITY SURVEYOR'S STATEMENT

I HEREBY STATE THAT I HAVE EXAMINED THIS PARCEL MAP ENTITLED "PARCEL MAP 11200, CITY OF DUBLIN, ALAMEDA COUNTY, CALIFORNIA" AND I AM SATISFIED THAT THIS PARCEL MAP IS TECHNICALLY CORRECT.

SIGNED: _____
JONATHON J. CORREA, P.L.S. 8950, ACTING CITY SURVEYOR
CITY OF DUBLIN, ALAMEDA COUNTY, CALIFORNIA

DATED: DECEMBER 15, 2021

LICENSED LAND SURVEYOR JONATHON J. CORREA No. 8950 STATE OF CALIFORNIA

## SURVEYOR'S STATEMENT

THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED UPON A FIELD SURVEY IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCE AT THE REQUEST OF RUBICON PROPERTY GROUP IN MAY, 2021. I HEREBY STATE THAT THIS PARCEL MAP SUBSTANTIALLY CONFORMS TO THE CONDITIONALLY APPROVED TENTATIVE MAP, IF ANY.

_____ 12-19-21
GARY K. LAMB, L.S. 6627 DATE

LICENSED LAND SURVEYOR GARY K. LAMB No. 6627 STATE OF CALIFORNIA

## SOILS REPORT NOTE:

A GEOTECHNICAL REPORT, DATED FEBRUARY 25, 2019, HAS BEEN PREPARED BY CORNERSTONE EARTH GROUP FOR THIS SUBDIVISION AND IS ON FILE WITH THE CITY OF DUBLIN.

## SIGNATURE OMISSIONS:

PURSUANT TO SECTION 66436(a), 3(A)(I) OF THE CALIFORNIA SUBDIVISION MAP ACT, THE SIGNATURES OF THE PARTIES OWNING THE FOLLOWING INTEREST, WHICH CANNOT RIPEN INTO A FEE, HAVE BEEN OMITTED:

1. ALAMEDA COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT EASEMENT, REEL 3425, IMAGE 147.

2. DUBLIN LAND COMPANY, LAUREL DEVELOPMENT COMPANY, DUBLIN TOWERS ASSOCIATES AND ROBERT R. BACCI, AS TRUSTEE, ACCESS & UTILITY EASEMENTS, PER 79-03960 OR. AND 79-03962 OR.

3. DUBLIN LAND COMPANY, LAUREL DEVELOPMENT COMPANY, DUBLIN TOWERS ASSOCIATES AND LEONARDO S. BACCI, AS TRUSTEE, ACCESS & UTILITY EASEMENTS, PER 79-03961 OR. AND 79-03963 OR.

4. PACIFIC GAS & ELECTRIC COMPANY EASEMENT, 2021-332245 OR.

## CLERK OF THE BOARD OF SUPERVISORS STATEMENT:

I, ANIKA CAMPBELL-BELTON, CLERK OF THE BOARD OF SUPERVISORS FOR THE COUNTY OF ALAMEDA, STATE OF CALIFORNIA, DO HEREBY STATE, AS CHECKED BELOW, THAT:

[ ] AN APPROVED BOND HAS BEEN FILED WITH THE BOARD OF SUPERVISORS OF SAID COUNTY AND STATE IN THE AMOUNT OF $_____ CONDITIONED FOR THE PAYMENT OF ALL TAXES AND SPECIAL ASSESSMENTS COLLECTED AS TAXES, APPROVED BY SAID LOCAL BOARD IN SAID AMOUNT.

[✓] ALL TAXES AND SPECIAL ASSESSMENTS COLLECTED AS TAXES HAVE BEEN PAID AS CERTIFIED BY THE TREASURER-TAX COLLECTOR OF THE COUNTY OF ALAMEDA.

IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND THIS 17TH DAY OF DECEMBER, 2021.

ANIKA CAMPBELL-BELTON

CLERK OF THE BOARD OF SUPERVISORS
COUNTY OF ALAMEDA, STATE OF
CALIFORNIA

BOARD OF SUPERVISORS ALAMEDA COUNTY, CAL.

BY: _____
DEPUTY COUNTY CLERK

$0. Paid

## COUNTY RECORDER'S STATEMENT:

FILED FOR RECORD THIS 20TH DAY OF Dec., 2021, AT 11:29, A.M. IN BOOK 354 OF MAPS AT PAGES 49 THROUGH 50, UNDER SERIES NO. 2021900708 AT THE REQUEST OF CHICAGO TITLE COMPANY, IN THE OFFICE OF THE COUNTY RECORDER OF ALAMEDA, STATE OF CALIFORNIA.

FEE $ 85.00 PAID

MELISSA WILK
COUNTY RECORDER IN AND FOR THE COUNTY OF ALAMEDA
STATE OF CALIFORNIA

COPY of map to be recorded
Has not been compared with Original

BY: _____
DEPUTY COUNTY RECORDER

# PARCEL MAP 11200

BEING A TWO LOT SUBDIVISION OF ADJUSTED PARCEL 1, AS DESCRIBED IN THAT GRANT DEED RECORDED JUNE 1, 2020 AS INSTRUMENT NO 2020-124911, OFFICIAL RECORDS OF ALAMEDA COUNTY, CALIFORNIA.

CITY OF DUBLIN - ALAMEDA COUNTY - CALIFORNIA

DECEMBER 2021

KIER+WRIGHT

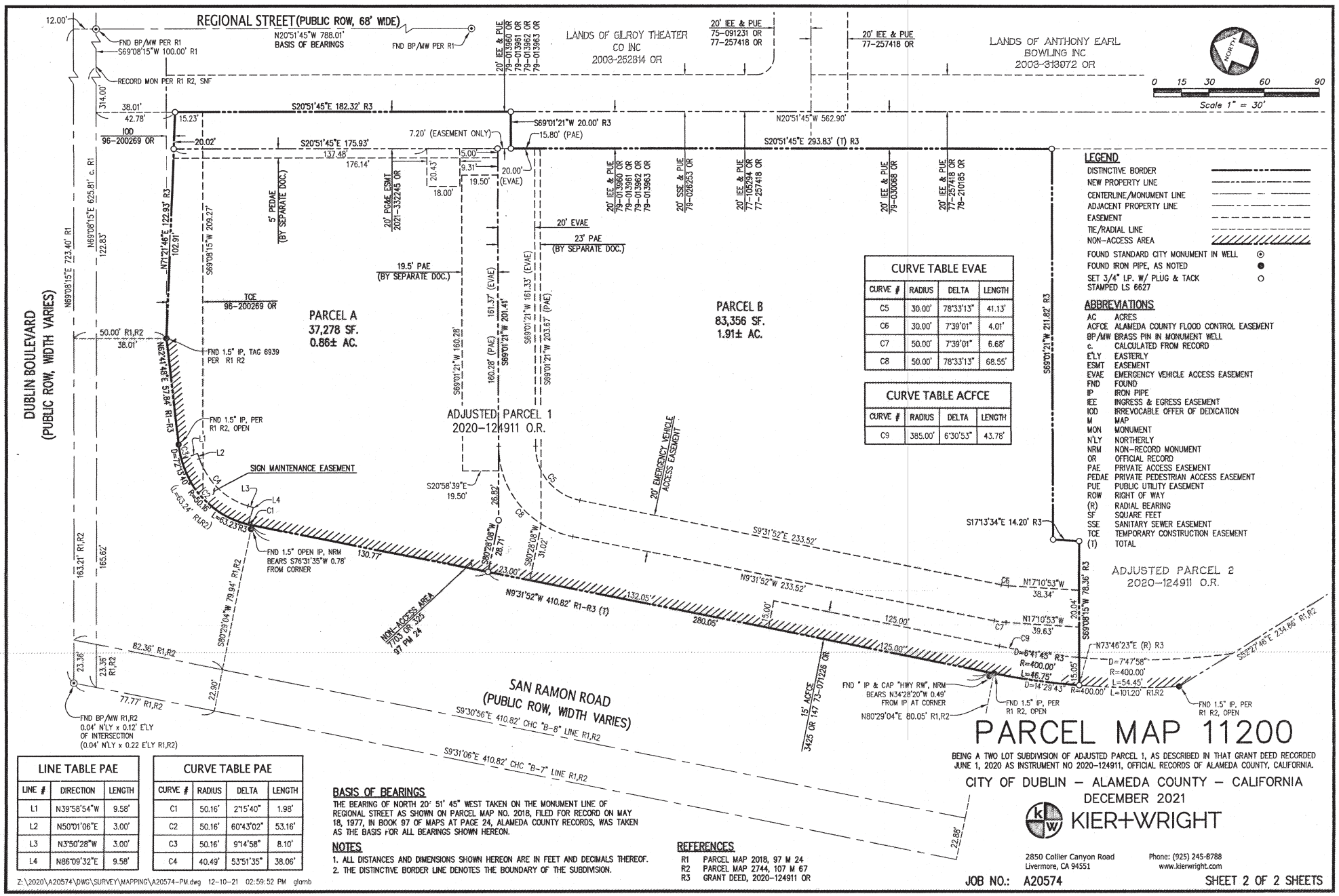
2850 Collier Canyon Road
Livermore, CA 94551

Phone: (925) 245-8788
www.kierwright.com

JOB NO.: A20574

SHEET 1 OF 2 SHEETS

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| CURVE TABLE EVAE | | | |
|---|---|---|---|
| CURVE # | RADIUS | DELTA | LENGTH |
| C5 | 30.00' | 78°33'13" | 41.13' |
| C6 | 30.00' | 7°39'01" | 4.01' |
| C7 | 50.00' | 7°39'01" | 6.68' |
| C8 | 50.00' | 78°33'13" | 68.55' |

| CURVE TABLE ACFCE | | | |
|---|---|---|---|
| CURVE # | RADIUS | DELTA | LENGTH |
| C9 | 385.00' | 6°30'53" | 43.78' |

**LEGEND**

- DISTINCTIVE BORDER
- NEW PROPERTY LINE
- CENTERLINE/MONUMENT LINE
- ADJACENT PROPERTY LINE
- EASEMENT
- TIE/RADIAL LINE
- NON-ACCESS AREA
- FOUND STANDARD CITY MONUMENT IN WELL
- FOUND IRON PIPE, AS NOTED
- SET 3/4" I.P. W/ PLUG & TACK STAMPED LS 6627

**ABBREVIATIONS**

| | |
|---|---|
| AC | ACRES |
| ACFCE | ALAMEDA COUNTY FLOOD CONTROL EASEMENT |
| BP/MW | BRASS PIN IN MONUMENT WELL |
| c. | CALCULATED FROM RECORD |
| E'LY | EASTERLY |
| ESMT | EASEMENT |
| EVAE | EMERGENCY VEHICLE ACCESS EASEMENT |
| FND | FOUND |
| IP | IRON PIPE |
| IEE | INGRESS & EGRESS EASEMENT |
| IOD | IRREVOCABLE OFFER OF DEDICATION |
| M | MAP |
| MON | MONUMENT |
| N'LY | NORTHERLY |
| NRM | NON-RECORD MONUMENT |
| OR | OFFICIAL RECORD |
| PAE | PRIVATE ACCESS EASEMENT |
| PEDAE | PRIVATE PEDESTRIAN ACCESS EASEMENT |
| PUE | PUBLIC UTILITY EASEMENT |
| ROW | RIGHT OF WAY |
| (R) | RADIAL BEARING |
| SF | SQUARE FEET |
| SSE | SANITARY SEWER EASEMENT |
| TCE | TEMPORARY CONSTRUCTION EASEMENT |
| (T) | TOTAL |

| LINE TABLE PAE | | |
|---|---|---|
| LINE # | DIRECTION | LENGTH |
| L1 | N39°58'54"W | 9.58' |
| L2 | N50°01'06"E | 3.00' |
| L3 | N3°50'28"W | 3.00' |
| L4 | N86°09'32"E | 9.58' |

| CURVE TABLE PAE | | | |
|---|---|---|---|
| CURVE # | RADIUS | DELTA | LENGTH |
| C1 | 50.16' | 2°15'40" | 1.98' |
| C2 | 50.16' | 60°43'02" | 53.16' |
| C3 | 50.16' | 9°14'58" | 8.10' |
| C4 | 40.49' | 53°51'35" | 38.06' |

**BASIS OF BEARINGS**

THE BEARING OF NORTH 20° 51' 45" WEST TAKEN ON THE MONUMENT LINE OF REGIONAL STREET AS SHOWN ON PARCEL MAP NO. 2018, FILED FOR RECORD ON MAY 18, 1977, IN BOOK 97 OF MAPS AT PAGE 24, ALAMEDA COUNTY RECORDS, WAS TAKEN AS THE BASIS FOR ALL BEARINGS SHOWN HEREON.

**NOTES**

1. ALL DISTANCES AND DIMENSIONS SHOWN HEREON ARE IN FEET AND DECIMALS THEREOF.
2. THE DISTINCTIVE BORDER LINE DENOTES THE BOUNDARY OF THE SUBDIVISION.

**REFERENCES**

| | |
|---|---|
| R1 | PARCEL MAP 2018, 97 M 24 |
| R2 | PARCEL MAP 2744, 107 M 67 |
| R3 | GRANT DEED, 2020-124911 OR |

# PARCEL MAP 11200

BEING A TWO LOT SUBDIVISION OF ADJUSTED PARCEL 1, AS DESCRIBED IN THAT GRANT DEED RECORDED JUNE 1, 2020 AS INSTRUMENT NO 2020-124911, OFFICIAL RECORDS OF ALAMEDA COUNTY, CALIFORNIA.

CITY OF DUBLIN – ALAMEDA COUNTY – CALIFORNIA

DECEMBER 2021

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JOB NO.: A20574

SHEET 2 OF 2 SHEETS

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Agenda Item 7.1

# STAFF REPORT
## CITY COUNCIL

DATE: February 1, 2022

TO: Honorable Mayor and City Councilmembers

FROM: Linda Smith, City Manager

SUBJECT: Community Task Force on Equity, Diversity, and Inclusion Recommendation Review and Implementation Plan
*Prepared by: John Stefanski, Assistant to the City Manager*

## EXECUTIVE SUMMARY:

The City Council will consider approving an Implementation Plan for the Community Task Force on Equity, Diversity, and Inclusion's recommendations. Staff reviewed the recommendations for their policy, personnel, and cost implications and then categorized them into four categories: Approve, Modified, Reject, and Further City Council Direction Required. The proposed implementation plan includes those recommendations categorized as Approve or Modified.

## STAFF RECOMMENDATION:

Receive the report, provide direction on requested items, and approve the Implementation Plan.

## FINANCIAL IMPACT:

The majority of the recommendations in the proposed Implementation Plan involve tasks or program adjustments that can be achieved with existing staff and resources. However, there are several items that are already funded or will require additional funding to accomplish which include:

| Item | Est. Annual Cost | Recommendation Ref. |
|---|---|---|
| Supplemental Training | TBD | TC-1 |
| Public Safety Community Workshop Facilitation | TBD | P-1 |
| Alameda County CATT Program—Dublin Expansion | TBD | P-4 |
| DPS Mental Health Unit *(ARPA-Funded)* | $667,787 | P-5 |
| Hire 1 FTE--DPS Crime Analyst | $150,000 | DT-1: DT-5 |
| On-Call Translation Services | $20,000 | IP-3 |
| Ongoing Staff DEI Training | TBD | O-2: O-3 |

The costs associated with Recommendations TC-1, P-1, P-4, O-2, and O-3 will be further refined through a solicitation for quotes and, if approved, will be incorporated in the upcoming FY 2022-23 & 2023-24 budget.

Recommendation P-4 would fund an expansion of the Alameda County Community Assessment

and Transport Team (CATT) to Dublin. Staff has had preliminary conversations with the County regarding this program but is unable to provide a cost estimate at this time.

## DESCRIPTION:

Background

On August 17, 2021, the City Council received the Final Report from the Community Task Force on Equity, Diversity, and Inclusion. Following the presentation, the City Council directed Staff to further evaluate the policy, personnel, and cost implications of the Task Force's 43 recommendations.

Since that time, a team of internal stakeholders responsible for implementing these recommendations evaluated each to determine the following:

- Can the recommendation be implemented by the City as written?
    - If not, can the recommendation be modified to achieve its original or similar intent?
- Can the recommendation be achieved with existing resources?
    - If not, what additional resources are needed to achieve the recommendation?

From this work the recommendations have been categorized into four areas:

1. Approve Recommendation
2. Modified Recommendation
3. Reject Recommendation
4. Further City Council Direction Required

A matrix of the Approve and Modified recommendations with implementation notes, modifications, implementation timeframes, staff additions, and estimated costs can be found in Attachments 1 and 2.

Approve Recommendations

Staff is recommending the City Council approve the following recommendations as is. A comprehensive accounting of these approve recommendations can be found in Attachment 1. A sample of these recommendations and their implementation impacts is provided below.

| Ref. # | Recommendation |
|---|---|
| TC-1 | DPS should identify ways to expand training offerings for officers, either through muster room briefings, independent study/self-paced trainings, additional training days or other appropriate methods of training. These mandatory trainings should cover (1) Implicit Bias, (2) Understanding languages and cultural responsiveness, (3) Understanding people with disabilities, (4) Community policing, (5) Use of Force/De-escalation, (6) Leadership, professionalism, and ethics. |
| **Implementation Impacts** | |
| The topics identified in this recommendation are currently being covered in DPS daily briefings, online, and some in-person training. Furthermore, all these topics are currently covered in Continued Professional Training (two hours of instruction) that DPS officers receive every other year. Use of force and de-escalation training is covered three times a year during their range program.<br><br>DPS will look to reevaluate holding large, in-person trainings once COVID-related guidelines permit an opportunity for this to be done safely. Depending on the topic and the depth of instruction, each of these topics could each be covered for an hour to comprise an eight-hour training, which would cost approximately $30,000 in DPS staff charges alone. Additional budget for training materials, speakers, and other supplies may be required. | |

| Ref. # | Recommendations |
|---|---|
| DT-1 | All Racial and Identity Profiling Act of 2015 (RIPA)-required stop data should be published on the City's Data Transparency Platform on an annual basis to help establish benchmarks in reducing non-violent police interactions. This will include stop data in the following areas: (1) perceived race/ethnicity, (2) primary basis for the stop, (3) whether consent was given or if there was probable cause. |
| DT-2 | In instances where there is a DPS officer involved shooting or use of force resulting in great bodily injury or death, DPS will make the AB71 and SB1421 data publicly available on the City's Data Transparency Platform. |
| DT-3 | Publish information regarding DPS complaints and commendations data on the City's Data Transparency Portal. |
| DT-4 | Publish the demographic data of DPS officers on an annual basis on the City's Data Transparency Portal. |
| DT-5 | Explore ways to collect and report data regarding de-escalation annually to monitor the effectiveness of current de-escalation practices, as well as identify when new practices may be necessary. |
| **Implementation Impacts** | |
| Dublin Police Services will hire a Crime Analyst to address these recommendations at a cost of approximately $150,000 annually. This position will be responsible for compiling and publishing RIPA Stop Data (DT-1), Use of Force Data per AB 71 and SB 1421 (DT-2), and complaint, commendation, and DPS Officer demographic data on the City's OpenGov Data Transparency portal. This position will also work with the Police Chief to explore ways to collect and report data regarding de-escalation tactics (DT-5). DPS is currently evaluating the best way to structure this position in combination with existing staff roles and responsibilities. | |

| Ref. # | Recommendation |
|---|---|

| | |
|---|---|
| PR-1 | The City should hire a police/community liaison to enhance collaboration between the Dublin Community, City Council, Staff, Dublin Police Services, and the Alameda County Sheriff's Office. The liaison would also work with advocacy groups, including but not limited to Las Positas College, NAMI, NAACP, and ACLU. |
| **Implementation Impacts** | |
| DPS recently established the role of an LGBTQ+ liaison to assist members of that community during their interactions with DPS. Pursuant to this recommendation, this role will be expanded to enhance collaboration between DPS and the broader Dublin community, including advocacy groups like NAMI, NAACP, and ACLU, and relevant entities at Las Positas Community College. | |

| Ref. # | Recommendation |
|---|---|
| IP-7 | The City of Dublin should proactively recruit instructors and intentionally seek class offerings that represent the diverse cultures and ethnicities in Dublin. |
| **Implementation Impacts** | |
| Parks and Recreation Staff will work more proactively to recruit instructors and provide class offerings that represent the diverse cultures and ethnicities in Dublin. Staff will survey other jurisdictions to see how they accomplish this. In addition, Staff will be researching courses taught at local colleges to see if those professors would be interested in offering courses for the Dublin community. | |

| Ref. # | Recommendation |
|---|---|
| O-2 | The City should provide ongoing DEI training for all City staff. This should include training specific to work roles (e.g., Communications Manager and Communications Analyst). |
| O-3 | The City Manager should embed DEI into the work and culture of the City, to include development of a Dublin City DEI process and decision-making checklist. |
| **Implementation Impacts** | |
| The incoming Human Resources Director will be charged with researching and developing a comprehensive ongoing DEI training program for full-time staff which equips them with the tools to further embed DEI principles into the work of the City. | |

Modified Recommendations

Staff is recommending the City Council approve the following modified recommendations. Following a review of these recommendations, Staff identified ways to modify them to achieve a similar impact while limiting staffing and budgetary impacts or to align the recommendations with existing administrative structure and City initiatives like the DPS Mental Health Unit. A matrix of these modified recommendations can be found in Attachment 2. A sample of the modified recommendations, justifications, and implementation impacts is provided below. Recommendations with an asterisk (*) are truncated.

| Ref. # | Recommendation |
|---|---|
| P-1 | The City Council should create a Police Advisory Commission. This Commission would support the City in monitoring the implementation of the Task Force's Recommendations, as well as play an ongoing role in advising the City on ways to enhance police-community relations in Dublin. The Commission should host a facilitated, recurring community educational workshop on 21st century police and community relations best practices. |
| **Modified Recommendation** | |
| The Police Chief will evaluate and form a Chief's Advisory Group. This group will act in an advisory capacity and provide feedback to the Chief on ways to enhance police-community relations in Dublin. DPS and the City will organize a public workshop on the topics included in the recommendation. | |
| **Justification and Implementation Impacts** | |
| Under the ACSO contract, the Sheriff has supervision and control over the standards of performance for DPS. Furthermore, control over the administration of the City and its employees and contractors is assigned to the City Manager. A Police Advisory Commission would not be the appropriate venue to advise the City Manager or Police Chief on police-community relations, as such advisory bodies are created to advise the City Council on a specific policy area, not on management-related matters.<br><br>A Chief's Advisory Group would provide the venue for community members to directly advise the Chief on ways to enhance police-community relations in Dublin. This model is being utilized by several surrounding jurisdictions including Livermore, Pleasanton, Fremont, and Hayward. The Police Chief is currently evaluating these structures to determine the best arrangement for DPS, with the goal of ensuring group members feel their ideas and opinions are heard but are also cognizant of the City's contractual relationship with ACSO, and, if any, roles of a County Oversight Board and/or Inspector General.<br><br>Staff estimates that the cost of a public workshop on the topics included in the recommendation would cost approximately $15,000 for consultant/facilitator and materials costs. | |

| Ref. # | Recommendation |
|---|---|
| P-2* | The City should advocate for the creation of an Alameda County Sheriff Oversight Board and Inspector General and that Dublin have a permanent seat on the Board. Additionally, the City should create a Liaison Committee between the City Council and the Sheriff Oversight Board. |
| **Modified Recommendation** | |
| City Staff should monitor the development of the Alameda County Sheriff Oversight Board and Inspector General position. Should the Oversight Board be created, Staff will advocate for the City to have a dedicated seat on the Board to make sure the City's specialized interests are represented. | |
| **Justification and Implementation Impacts** | |
| Alameda County has initiated a public outreach program for the creation of a Sheriff Oversight Board and Inspector General position. The specific scope and charge of these bodies has not been identified and therefore the City cannot accurately advocate for their creation. Staff recommends the City monitor the creation of these bodies and advocate for the City to have a seat on the Oversight Board, if established. The need for a Liaison Committee will be revisited, once there is greater clarity on the role and responsibilities of the Oversight Board. | |

| Ref. # | Recommendation |
|---|---|
| P-5 | The City, in collaboration with ACSO, should implement Co-Responder Teams consisting of one police officer and one mental health professional (licensed LMFT or LCSW) to respond to situations where people are experiencing a severe mental health crisis that could pose a threat to safety. |

| Modified Recommendation |
|---|
| The City of Dublin should establish a Behavioral Health Unit within Dublin Police Services, to be staffed by two licensed therapists and a supervisor from the ACSO Youth and Family Services Bureau. |
| **Justification and Implementation Impacts** |
| The City Council has received a report and provided direction to the City Manager to establish a Behavioral Health Unit within Dublin Police Services. This Unit will provide a variety of behavioral health services including crisis intervention and response as well as clinical case management. This work is ongoing and is funded through the City's American Rescue Plan Act allocation. |

| Ref. # | Recommendation |
|---|---|
| IP-1 | The City of Dublin should host monthly Town Hall meetings designed to amplify the voices and concerns of diverse groups represented in the City of Dublin. |
| **Modified Recommendation** | |
| The City of Dublin should develop a program of Quarterly Town Hall style community meetings. The meetings will be topic specific, hosted by the Mayor and a Councilmember. One meeting each year will be reserved for DEI-related topics. | |
| **Justification and Implementation Impacts** | |
| The planning for monthly Town Hall meetings would require a significant expenditure of staff time and resources, which would likely require an additional employee to support the planning efforts of each meeting. A program of quarterly Town Hall meetings can be absorbed within existing staff levels and budget. | |

Rejected Recommendations

Staff is recommending the City Council reject four recommendations and portions of one recommendation. These recommendations and their reasons for rejection are discussed below. Recommendations with an asterisk (*) are truncated.

| Ref. # | Recommendation |
|---|---|
| P-2* | The City should also advocate for the Sheriff Oversight Board and Inspector General to study harm reduction and procedural justice frameworks for policing, develop recommendations for the implementation of best practices identified from said study, conduct a public study session to discuss policing best practices, and develop a public report which includes findings, recommendations, and actions for the Sheriff's Office.<br><br>In the time leading up to the creation of the Sheriff Oversight Board and inspector General position, the City should advocate for ACSO and DPS to study the items included in this recommendation.<br><br>The City Should advocate for the Sheriff Oversight Board and Inspector General to amend the Critical Decision-Making Model (CDM) to include self-evaluation and procedural justice during police response, including the assessment of the proportionalism, accountability, necessity, and ethics of police actions. Prompts pertaining to proportionalism can be added for further consideration in the CDM. |
| **Reason for Rejection** | |
| The advocacy efforts detailed in this recommendation are ultimately beyond the City's control. From a policy perspective, the City cannot compel ACSO to study or implement the items included in this recommendation as ACSO has control over the standards of performance for the Sheriff's Office. Therefore, such advocacy efforts would be an ill-advised use of staff time and resources which could be | |

| |
|---|
| better utilized implementing other recommendations. |

| Ref. # | Recommendation |
|---|---|
| P-6 | The City should explore with DPS a policy to provide tickets for minor traffic violations via mail like parking or toll violations to reduce police/citizen interactions. |
| **Reason for Rejection** | |
| DPS is unable to do this. To provide a citation for a moving violation, the citing officer must identify the individual driving the vehicle. This differs from parking citations where citations are sent to the owner of a vehicle. | |

| Ref. # | Recommendation |
|---|---|
| BC-3 | The Mayor should utilize a DEI-weighted scoring system when evaluating Commission applications (e.g., demographics, underserved communities, etc.) to ensure an inclusive and equitable selection process. |
| **Reason for Rejection** | |
| The City cannot place this requirement on the Mayor as those appointment powers are granted under CA Government Code Section 40605 which states that "the mayor, with the approval of the city council, shall make all appointments to boards, commissions, and committees unless otherwise specifically provided by statue." | |

| Ref. # | Recommendation |
|---|---|
| BC-4 | The City Council should expand membership on all commissions to no fewer than seven members to allow for more opportunities for residents to serve on commissions. |
| **Reason for Rejection** | |
| The City's commissions currently include at least seven members, including alternates. | |

| Ref. # | Recommendation |
|---|---|
| O-4 | The City should ensure greater transparency regarding grants for which the City applies to allow for community input and comment. |
| **Reason for Rejection** | |
| This recommendation would be administratively prohibitive as the timelines for grant applications are often too quick to allow for any pre-submittal community outreach. | |

<u>Further City Council Direction Requested</u>

Staff is requesting City Council direction on the following recommendations, as described below. Recommendations with an asterisk (*) are truncated.

| Ref. # | Recommendation |
|---|---|
| BC-7 | The City Council should limit the duration of a term that a commissioner can serve on a commission to a period of four years. This term limit policy should include the following:<br>- Commissioners would not be allowed to serve successive terms on the same commission but could reapply for non-successive terms.<br>- Commissioners would be allowed to apply to be placed on another commission once their term ends. |
| **Question for City Council** | |

1. Does the City Council want to limit the duration of a term that a commissioner can serve to four years, pursuant to this recommendation?

| Ref. # | Recommendation |
|---|---|
| IP-5 | Promote local restaurants and small businesses that are owned and operated by under-represented groups through new and existing local events. |

**Question for City Council**

1. Are there specific events, beyond what the City currently provides, that the City Council would like implemented? Below is a list of things the City currently does to highlight local businesses:
   - Discover Dublin! Facebook page –The City promotes local businesses on the Discover Dublin! Facebook page throughout the year with their specials and promotions.
   - City social media accounts – New businesses with a public facing store front are announced on City social media channels. The City also announces expansions, second locations, awards received/recognition, etc.
   - Tri-Valley Restaurant Week – The City encourages our businesses to participate in the annual Tri-Valley Restaurant Week.
   - Dublin Business Brief – The City promotes all new businesses in the Dublin Business Brief, an electronic newsletter that is sent every other month.
   - Visit Tri-Valley – The City is a partner with Visit Tri-Valley on the Ice Cream Trail, Beer Trail, and Coffee Trail, and promotes these opportunities to local businesses.

| Ref. # | Recommendation |
|---|---|
| CO-1 | The City Manager should establish regular touchpoints and communications with a diverse group of community leaders and local organizations. |

**Question for City Council**

1. Staff envisions establishing a Community Liaison role within the City Manager's Office to serve as the single point of contact for community leaders and local organizations. Does the City Council have any further feedback on how robust of a program the City should establish?

| Ref. # | Recommendation |
|---|---|
| O-5 | The City should create a DEI Commission to monitor implementation of Task Force recommendations, uplift best practices in DEI, and hold public hearings and receive public comments on equity and belonging in Dublin. |

**Justification and Implementation Impacts**

Staff is not prepared to make a recommendation regarding the creation of a new DEI Commission. In preparation of this item, Staff researched several DEI Commissions in the cities of Pleasant Hill, Temecula, Elk Grove, Lynnwood WA., and Northglenn, CO., to better understand how these bodies are conducting DEI work. The work of these bodies is consistent, with common tasks including identifying and wordsmithing proclamations, providing letters of support for local non-profit events, and planning public movie showings/book clubs. From this, Staff has concluded that these bodies are not the most meaningful way to ensure the work of the Task Force continues in a productive manner.

1. If the City established such a commission, what would the City Council want that body to work on regularly?

Implementation Management

The timeframes to implement these recommendations vary from tasks which can be accomplished in the immediate/near term to more complex items that may take upwards of a year or longer to accomplish. The ongoing management of the final approved recommendations will be housed

within the City Manager's Office, with direct oversight by the incoming Human Resources Director. Progress on these items will be published in an annual report to the City Council.

## STRATEGIC PLAN INITIATIVE:

None.

## NOTICING REQUIREMENTS/PUBLIC OUTREACH:

The City Council Agenda was posted. Members of the Community Task Force were notified of this meeting.

## ATTACHMENTS:

1) Matrix of Approve Recommendations
2) Matrix of Modified Recommendations

Matrix of Approve Recommendations

Attachment 1

| REF | Task Force Recommendation | Implementation Impacts | Timeframe | Net Staff | Est. Cost** |
|---|---|---|---|---|---|
| TC-1 | DPS should identify ways to expand training offerings for officers, either through muster room briefings, independent study/self-paced trainings, additional training days or other appropriate methods of training. These mandatory trainings should cover (1) Implicit bias, (2) Understanding languages and cultural responsiveness, (3) Understanding people with disabilities, (4) Community policing, (5) Use of Force/De-escalation, (6) Leadership, professionalism, and ethics. | The topics identified in this recommendation are currently being covered in DPS daily briefings, online, and some in-person training. Furthermore, all these topics are currently covered in Continued Professional Training (2 hours of instruction) that DPS officers receive every other year. Use of force and de-escalation training is covered three times a year during their range program.<br><br>DPS will look to reevaluate holding large, in-person trainings once the COVID-19 pandemic permits an opportunity for this to be done safely. Depending on the topic and the depth of instruction, each of these topics could each be covered for an hour to comprise an 8-hour training. An 8-hour training for DPS officers would cost approximately $30,000 in DPS staff charges alone. Additional budget for training materials, speakers, and other supplies may be required. | Medium Term (3-6 Months) | - | $30,000 (minimum) |
| P-3 | The City Manager should request that the Police Chief consider the following additional criteria when hiring law enforcement personnel: (1) Residents of Dublin, (2) Race/gender/ethnicity/sexual orientation reflective of the City's demographics, (3) Community policing experience, (4) Experience working in diverse communities and/or on diverse teams. The City Manager should meet with the Police Chief to review the hiring criteria and DPS demographic data on an annual basis. | The Police Chief will consider these criteria when hiring new DPS Personnel. The City Manager will meet with the Police Chief annually to review this hiring criteria and the demographic data of DPS. | Short Term (1-2 Months) | - | $ - |
| P-4 | Implement a multidisciplinary mobile crisis team for non-violent situations. The team should consist of a licensed behavioral health provider, an emergency medical technician, and a social worker, who would be dispatched through 911 calls and would attend to non-violent situations. | The City will work with Alameda County to expand the Community Assessment and Transport Team (CATT) to Dublin. CATT is an existing program within the county which would accomplish the intent of this recommendation. | Long Term (6+ Months) | - | TBD |
| DT-1 | All Racial and Identity Profiling Act of 2015 (RIPA)-required stop data should be published on the City's Data Transparency Platform on an annual basis to help establish benchmarks in reducing non-violent police interactions. This will include stop data in the following areas: (1) Perceived race/ethnicity, (2) Primary basis for the stop, (3) Whether consent was given or if there was probable cause. | | | | |
| DT-2 | In instances where there is a DPS officer involved shooting or use of force resulting in great bodily injury or death, DPS will make the AB71 and SB1421 data publicly available on the City's Data Transparency Platform. | Dublin Police Services will hire a Crime Analyst to address these recommendations at a cost of approximately $150,000 annually. This position will be responsible for compiling and publishing RIPA Stop Data (DT-1), Use of Force Data per AB 71 and SB 1421 (DT-2), complaint, commendation, and DPS Officer demographic data on the City's OpenGov Data Transparency portal. This position will also work with the Chief to explore ways to collect and report data regarding de-escalation tactics (DT-5). DPS is currently evaluating the best way to structure this position in combination with existing staff roles and responsibilities. | Long Term (6+ Months) | 1.00 | $ 150,000.00 |
| DT-3 | Publish information regarding DPS complaints and commendations data on the City's Data Transparency Portal | | | | |
| DT-4 | Publish the demographic data of DPS officers on an annual basis on the City's Data Transparency Portal. | | | | |
| DT-5 | Explore ways to collect and report data regarding de-escalation annually to monitor the effectiveness of current de-escalation practices, as well as identify when new practices may be necessary. | | | | |
| C-1 | The City should enact an Administrative Policy which states that the City will issue a press release within 72 hours after every incident involving use of lethal force by DPS. | The City will establish an Administrative Policy stating that the City will issue a press release within 72-hours following an incident involving use of lethal force by DPS. | Short Term (1-2 Months) | - | $ - |
| C-2 | Develop cards for DPS to provide with information on how to make a complaint or commendation, and develop additional methods for residents to file DPS complaints and commendations either through electronic means or voicemail | The City and DPS will create an electronic format for individuals to file complaints or commendations through the City's website. Additionally, DPS will add language on how to file a complaint or commendation to department business cards. | Short Term (1-2 Months) | | - |
| PR-1 | The City should hire a police/community liaison to enhance collaboration between the Dublin Community, Dublin City Council, Staff, Dublin Police Services, and the Alameda County Sheriff's Office. The liaison would also work with advocacy groups, including but not limited to Las Positas College, NAMI, NAACP, and ACLU. | DPS recently established the role of an LGBTQ+ liaison to assist members of that community during their interactions with DPS. Pursuant to this Recommendation, this role will be expanded to enhance collaboration between DPS and the broader Dublin Community, including advocacy groups like NAMI, NAACP, ACLU, and relevant entities at Las Positas Community College. | Medium Term (3-6 Months) | | $ - |
| BC-1 | The City Manager ensure that all Board, Commission, Committee and Task Force (collectively referred to as Commissions or Commission) vacancies are posted on the City's monthly newsletter, "Backyard Brief", as well as all other City publications and communication vehicles, and that Council members, City Staff, and commissioners, as well as local nonprofits, faith-based organizations, and DUSD are notified of such vacancies and encouraged to promote participation by City residents. | The City will establish an Administrative Policy that details these requirements for commission recruitments. | Medium Term (3-6 Months) | - | $ - |
| BC-2 | Commission applications request demographic information (e.g., race, gender, age, income level, etc.,) as well as include DEI focused questions. | The City Clerk will add non-mandatory demographic question sections for Commission applications. Commission Staff liaisons will work with the City Clerk to develop DEI focused questions which are relevant to each commission. . | Medium Term (3-6 Months) | - | $ - |
| BC-5 | The City Manager review and evaluate the procedures and processes for collection and retention of information regarding commission applicants, as well as Inside Dublin graduates, and determine if the processes and procedures need to be amended to ensure that opportunities to serve on Commissions are being shared with Commission applicants and Inside Dublin graduates. | The City Clerk will conduct this review and evaluation. | Short Term (1-2 Months) | - | $ - |
| BC-6 | The City Manager create a formal certification and mentor program that prepares Dublin residents to serve on Commissions. | The City will utilize the "Inside Dublin" program as the certification program.<br><br>The City will now ask outgoing commission members if they would be willing to serve as a mentor to future commissioners and will then provide a list of potential mentors to incoming commissioners for them to contact. | Short Term (1-2 Months) | - | $ - |
| IP-6 | The City of Dublin displays public art that represents the City's diversity and utilizes the public art fund in an equitable manner that encourages creation of art that represents diverse perspectives. | The City's Public Art Master Plan provides guidance to ensure that the City selects artists and art that represents the City's diverse cultures and ethnicities in Dublin. The criteria for evaluating artists includes "Diversity: Artists should reflect the diversity of Dublin's community. Selection Committees should be mindful of the opportunities to add different voices to the community through their selections. Gender diversity, ethnic diversity, and diversity in media and artistic styles and schools are all important. Goals of the artwork selection process are to: ...Ensure the diversity of the artworks and voices are represented in Dublin's Collection." | Short Term (1-2 Months) | - | $ - |
| IP-7 | The City of Dublin proactively recruit instructors and intentionally seek class offerings that represent the diverse cultures and ethnicities in Dublin. | Parks and Recreation Staff will work to recruit instructors and see class offering at that represent the diverse cultures and ethnicities in Dublin more proactively. Staff will survey other jurisdictions to see how other cities accomplish this. In addition, staff will be researching courses taught at local colleges to see if those professors would be interested in offering courses for the Dublin Community. | Long Term (6+ Months) | - | $ - |
| IP-8 | The City of Dublin enhance efforts to inform Dublin residents how to submit requests for additional classes that are reflective of the City's diversity. | Post-program/class surveys will now include an open-ended question for residents to submit requests for other types of programs. Information on this survey and ways residents can request programs will also be included in future Recreation Guides. | Medium Term (3-6 Months) | - | $ - |
| IP-9 | The City of Dublin collaborate with the Alameda County Public Library to increase the selection of books by authors and illustrators who represent the diversity of Dublin (i.e. language, culture, ability, gender, etc.). | Staff will collaborate with the Alameda County Public Library to identify ways to better highlight the diversity of Dublin through library programming. | Short Term (1-2 Months) | - | $ - |
| CF-1 | The City of Dublin collect demographic and experiential data to identify barriers and challenges to help inform development of an equitable Human Services Grant application and funding process. | Human Services Staff will conduct experiential surveys and focus groups to gather more demographic and experiential data to inform the development of a more equitable Human Services Grant Application and funding process. | Medium Term (3-6 Months) | - | $ - |
| CO-2 | The City of Dublin establish additional channels for two-way communication with all City residents. | Communications staff will seek other channels of communications and methods of collecting contact information to expand the reach of City communication efforts. | Medium Term (3-6 Months) | - | $ - |
| CO-3 | Review social media policies and initiate social media campaigns to boost followers of the City's official social media accounts, as well as establish criteria and policies for posting content with a DEI lens | Communications Staff will undertake this recommendation following completion of required DEI Training per Recommendation O-2 and O-3. | Long Term (6+ Months) | - | $ - |
| CO-4 | Engage with the community to revise the City Social Media calendar to include: (1) Lunar New Year- change wording from "Chinese". (2) Remove Cinco De Mayo, and/or use the opportunity to inform about its true history and discourage stereotyping. (3) Explore adding another holiday that is meaningful to Dublin Latino/a community, e.g. Latin American Independence September 15-16. (4) Larry Itliong Day, October 25. | Communications Staff will develop a communications plan/campaign to engage with the community to complete this recommendation. | Medium Term (3-6 Months) | - | $ - |
| O-1 | Collect the following data sets: disaggregated data on specific languages spoken at home, and disaggregated ancestry data on Asian Americans in Dublin. | The American Community Survey includes data on "Languages Spoken at Home" but does not provide readily available disaggregated data for Asian-Pacific Islander languages at the City level. Staff will reach out to DUSD to inquire whether they have this information. In addition, the City will include a question to solicit this information in the next Biennial Community Survey. | Medium Term (3-6 Months) | - | $ - |
| O-2 | Provide ongoing DEI training for all City staff. This should include training specific to work roles, e.g., Communications Manager and Communications Analyst. | The incoming Human Resources Director will be charged with researching and developing a comprehensive on-going DEI training program for full-time staff which equips them with the tools to further embed DEI principles into the work of the City. | Long Term (6+ Months) | - | TBD |
| O-3 | Embed DEI into the work and culture of the City, to include development of a Dublin City DEI process and decision-making checklist. | | | | |

Matrix of Modified Recommendations

Attachment 2

| REF | Task Force Recommendation | Modified Recommendation | Justification and Implementation Impacts | Timeframe | Net Staff | Est Cost** |
|---|---|---|---|---|---|---|
| P-1 | The City Council should create a Police Advisory Commission. This Commission would support the City in monitoring the implementation of the Task Force's Recommendations, as well as play an ongoing role in advising the City on ways to enhance police-community relations in Dublin. The Commission should host a facilitated, recurring community educational workshop on 21st century policy and community relations best practices. | The Police Chief will evaluate and form a Chief's Advisory Group. This group will act in an advisory capacity and provide feedback to the Police Chief on ways to enhance police-community relations in Dublin. DPS and the City will organize a public workshop on the topics included in the recommendation. | Under the ACSO contract, the Sheriff has supervision and control over the standards of performance for DPS. Furthermore, Control over most aspects of the administration of the City and its employees and contractors is assigned to the City Manager. A Police Advisory Commission would not be the appropriate venue to advise the City Manager or Police Chief on police-community relations, as such advisory bodies are created to advise the City Council on a specific policy area, not on management related matters.<br><br>A Chief's Advisory Group would provide the venue for community members to advise the Chief, directly, on ways to enhance police-community relations in Dublin. This model is being utilized by several surrounding jurisdictions including Livermore, Pleasanton, Fremont, and Hayward. The Police Chief is currently evaluating these structures to determine the best arrangement for DPS, with the goal of ensuring group member's feel their ideas and opinions are heard but are also cognizant of the City's contractual relationship with ACSO, and, if any, roles of a County Oversight Board and/or Inspector General.<br><br>The cost of a public workshop on the topics included in the recommendation will be further refined through a solicitation for quotes. | Long Term (6+ Months) | - | TBD |
| P-2* | Advocate for the creation of an Alameda County Sheriff Oversight Board and Inspector General and that Dublin to have a permanent seat on the Board.<br><br>City should create a Liaison Committee between the City Council and the Sheriff Oversight Board. | City Staff should monitor the development of the Alameda County Sheriff Oversight Board and Inspector General Position. Should the Oversight Board be created, staff will advocate for the City to have a dedicated seat on the Board to make sure the City's specialized interests are represented. | Alameda County has initiated a public outreach program for the creation of a Sheriff Oversight Board and Inspector General position. The specific scope and charge of these bodies have not been identified and, therefore the City cannot accurately advocate for their creation. Staff recommends the City monitor the creation of these bodies and advocate for the City to have a seat on the Oversight Board, if established. The need for a Liaison Committee will be revisited, once there is greater clarity on the role and responsibilities of the Oversight Board. | Long Term (6+ Months) | -<br><br>- | |
| P-5 | The City, in collaboration with ACSO, should implement Co-Responder Teams consisting of one police officer and one Mental Health Professional (licensed LMFT or LCSW) to respond to situations where people are experiencing a severe mental health crisis that could pose a threat to safety | The City of Dublin establish a Behavioral Health Unit within Dublin Police Services. The Behavioral Health Unit will be staffed by two licensed therapists and a supervisor from the ACSO Youth and Family Services Bureau. | The City Council had received and report and provided direction to the City Manager to establish a Behavioral Health Unit within Dublin Police Services. This Unit will provide a variety of behavioral health services including crisis intervention and response as well as clinical case management. This work is ongoing and is funded through the City's American Rescue Plan Act allocation. | Long Term (6+ Months) | 3.00 | $ 667,787.00 |
| IP-1 | Host monthly Town Hall meetings designed to amplify the voices and concerns of diverse groups represented in the City of Dublin. | The City of Dublin develop a program of Quarterly Town Hall style community meetings. The meetings will be topic specific, hosted by the Mayor and a Councilmember. One meeting each year will be reserved for DEI related topics. | The planning for monthly Town Hall meetings would require a significant expenditure of staff time and resources, which would likely require an additional employee to support the planning efforts of each meeting. A program of quarterly Town Hall meetings can be absorbed with existing staff levels and budget. | Long Term (6+ Months) | - | $ - |
| IP-2 | The City collect data on artists and artistic diversity represented in Dublin and include the data in the annual report. | The City collect data on artists and artistic diversity represented in Dublin and include the data on the City's Public Art webpage. | The City will begin soliciting this information on future public art projects and will publish the information on the City's Public Art Webpage. | Medium Term (3-6 Months) | - | $ - |
| IP-3 | The City of Dublin translate local government and City information into multiple languages and post paper copies to be displayed at strategic locations and commonly used spaces and venues identified by the City. | The City translate much of the City communications into the top three languages spoken in Dublin. Key communications include City emails, website content, annual reports, and social media content. Staff will evaluate other translation options for other City publications. | The City has undertaken an effort to reduce or eliminate the use of paper and will not implement the Display Case portion of this recommendation. The City emails and website content can be translated through Google Translate. However, the City will need to contract for a translation service for social media content and flyers, which staff estimates at $20,000 per year. | Medium Term (3-6 Months) | - | $ 20,000.00 |
| IP-4 | The Splatter festival be renamed and rebranded to reflect a multicultural festival that highlights the diverse cultures represented in Dublin through entertainment, food, and interactive activities. | Form a focus group of community members to provide feedback on the 2021 Splatter festival to identify ways to further enhance the event to include more multi-cultural elements. | For the 2021 Splatter Festival, Staff focused their efforts to make the event more inclusive, based on preliminary feedback from the Task Force. Specifically, Staff worked to secure Multicultural entertainment (West African, Chinese, and Indian focus), Arts and Crafts tied to specific cultures (Fans of the Pacific, Maracas, Flags of the World) and food vendors representing different cuisines from around the world. Staff is seeking additional feedback on the 2021 festival and to identify ways to further enhance the event. | Medium Term (3-6 Months) | - | $ - |
| CF-2 | The City of Dublin amend the Human Services Grant application to gather more demographic data and include DEI considerations. | Staff will add to the HSG Application a supplemental questionnaire which asks applicants to provide information on the demographics of the organizations beneficiaries and targeted DEI related questions, | The City aligns it's Human Services Grant application with the applications of Livermore and Pleasanton, with the goal of having a "common application" for applicants since the three agencies typically fund the same organizations. These additional questions will be structured as an additional supplemental questionnaire for the application to ensure the application is consistent with those of other agencies. | Medium Term (3-6 Months) | - | $ - |
| CF-3 | The City Manager ensure equitable procedures and practices in the selection of grantees and the allocation of funding. | Similar to Recommendations O-2 and O-3, the City will develop a comprehensive on-going DEI training program for Human Services Staff to embed DEI principles into the work of Human Service Grant program. | Providing City Staff with DEI training will better equip them to ensure equitable procedures and practices in the administration of the Human Services Grant program as well as to better identify where there may be gaps in terms of diversity within the total grant portfolio. | Medium Term (3-6 Months) | - | $ - |

DUBLIN
CALIFORNIA

# Item 7.1
# Community Task Force Recommendation Review and Implementation Plan

February 1, 2022

# Background

- Community Task Force presented their 43 Recommendations last August
- Internal stakeholder group has worked to evaluate each to determine:
  - Can the recommendation be implemented as written?
    - If not, can it be modified to achieve similar intent?
  - Can the recommendation be achieved with existing resources?
    - If not, what is needed?

# Approve Recommendations, I

- Recommendations DT-1 through DT-5
  - Pertain to data transparency for RIPA Stop Data, Use of Force, Complaints, Commendations, Officer Demographics, De-escalation.
- Implementation Impact
  - DPS will hire a Crime Analyst to handle this work.
    - DPS is currently evaluating the best way to structure the position in combination with existing staff roles and responsibilities.
    - Estimated Annual Cost: $150,000.

# Approve Recommendations, 2

- Recommendation O-2 and O-3
  - City provide ongoing DEI Training for all City Staff.
  - Embed DEI into the work and culture of the City, including a DEI process and decision making check-list.
- Implementation Impact
  - Incoming Human Resources director will be charged with researching and developing a comprehensive, on-going program for full-time staff, to embed DEI principles into the work of the City.

# Modified Recommendation P-1

- Original Recommendation
  - Creation of Police Advisory Commission & 21st Century Policy/Community Relations Educational Workshop.
- Modified Recommendation
  - The Police Chief will evaluate and form a Chief's Advisory Group. This group will act in an advisory capacity and provide feedback to the Chief on ways to enhance police-community relations in Dublin.
  - DPS and the City will organize a public workshop on the topics included in the recommendation.

# P-1 Justification & Implementation Impacts

- Sheriff, City Manager vs. Advisory Body Roles/Responsibilities.
- Chief Advisory Group would provide space for community feedback on police-community relations.
  - Currently evaluating existing structures in neighboring jurisdictions.
- Public Workshop estimated to cost $15,000 for consultant/facilitator, material costs.

# Modified Recommendation IP-1

- Original Recommendation
  - City will host monthly Town Hall meetings designed to amplify the voices and concerns of diverse groups represented in the City.
- Modified Recommendation
  - The City of Dublin should develop a program of Quarterly Town Hall style community meetings.
  - The meetings will be topic specific, hosted by the Mayor and a Councilmember. One meeting each year will be reserved for DEI-related topics.

# IP-1 Justification and Implementation Impacts

- Planning for monthly Town Hall meetings would require significant expenditure of staff time and resources, which would likely require an additional employee to support.
- A program of quarterly Town Hall Meetings can be absorbed within existing staff levels and budgets.

# Rejected Recommendations

- Staff is recommending the City Council reject four recommendations and portions of one.
- Reasons for rejection
  - Out of City control (P-2*)
  - Conflict with existing law (P-6, BC-3)
  - Redundant (BC-4)
  - Administratively prohibitive (O-4)

# City Council Direction Requested

- Recommendation BC-7
  - Limit the duration of a term that a commissioner can serve on a commission to a period of four years
    - Commissioners would not be allowed to serve successive terms on the same commission but could reapply for non-successive terms.
    - Commissioners would be allowed to apply to be placed on another commission once their term ends.
- **Does the City Council want to limit the duration of a term that a commissioner can serve to four years, pursuant to this recommendation?**

# City Council Direction Requested, 2

- Recommendation IP-5
  - Promote local restaurants and small businesses that are owned and operated by under-represented groups through new and existing local events.
- **Are there specific events, beyond what the City currently provides, that the City Council would like implemented?**

# City Council Direction Requested, 3

- Recommendation CO-1
  - The City Manager should establish regular touchpoints and communications with a diverse group of community leaders and local organizations.
- Staff envisions establishing a Community Liaison role within the City Manager's Office to serve as the single point of contact for community leaders and local organizations. **Does the City Council have any further feedback on how robust of a program the City should establish?**

# City Council Direction Requested, 4

- Recommendation O-5
  - The City should create a DEI Commission to monitor implementation of Task Force recommendations, uplift best practices in DE, and hold public hearings and receive public comments on equity and belonging in Dublin.
- Staff is not prepared to make a recommendation regarding this.
  - May not be the most meaningful way to ensure the work of the Task Force continues in a productive manner.
- **If the City established such a commission, what would the City Council want that body to work on regularly?**

# Next Steps

- Timeframes to accomplish these recommendations vary from immediate/near term tasks to more complex, longer-term items.
- Ongoing management will be housed in the City Manager's Office
  - Direct oversight by Human Resources Director.
- Progress on these items will be published in an annual report to the City Council.

# Staff Recommendation

- Receive the Report
- Provide direction on requested items
  - Summary on next slide.
- Approve the Implementation Plan.

DUBLIN
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# Questions?

John Stefanski
Assistant to the City Manager

# Summary

**BC-7:** Does the City Council want to limit the duration of a term that a commissioner can serve to four years, pursuant to this recommendation?

**IP-5:** Are there specific events, beyond what the City currently provides, that the City Council would like implemented.

**CO-1:** Does the City Council have any further feedback on how robust of a Community Liaison program the City should establish?

**O-5:** If the City established a DEI Commission, what would the City Council want that body to work on regularly?