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

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

Regular Meeting of the

DUBLIN CITY COUNCIL

Tuesday, December 6, 2022

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

REGULAR MEETING 7:00 PM

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

Additional Meeting Procedures Available During the COVID-19 Pandemic

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

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

• Fill out an online speaker slip available at www.dublin.ca.gov. The speaker slip will be made available at 10:00 a.m. on Tuesday, December 6, 2022. Upon submission, you will receive Zoom link information from the City Clerk. Speakers slips will be accepted until the public comment period ends, or until the public comment period on non-agenda items is closed.

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

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

1. CALL TO ORDER

2. PLEDGE OF ALLEGIANCE

3. ORAL COMMUNICATIONS

3.1 Presentation of Banners to 2022 Military Banner Program Honorees

The City Council will present the 2022 Military Banner Program honorees with their individual banners. The Military Banner Program honors active-duty military personnel and veterans that reside in Dublin, have immediate family residing in Dublin, or have had a long-term, positive impact on the Dublin community.

STAFF RECOMMENDATION:

Present individual banners to Military Banner Program honorees or sponsors.

Staff Report

Attachment 1 - 2022 Military Banner Program Walking Tour Map

3.2 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 November 15, 2022 Regular City Council Meeting Minutes

The City Council will consider approval of the minutes of the November 15, 2022 Regular City Council Meeting.

STAFF RECOMMENDATION:

Approve the minutes of the November 15, 2022 Regular City Council Meeting.

Staff Report

Attachment 1 - November 15, 2022 Regular City Council Meeting Minutes

4.2 Contract Instructor Services Agreement with Akshay Arora dba Arora Tennis and Fitness

The City Council will consider approving a Contract Instructor Services Agreement with Akshay Arora dba Arora Tennis and Fitness for recreational services (tennis instruction) for a term beginning on January 1, 2023 and ending on June 30, 2024.

STAFF RECOMMENDATION:

Adopt the **Resolution** Approving a Contract Instructor Services Agreement with Akshay Arora, DBA Arora Tennis and Fitness, for Recreation Services.

Staff Report

Attachment 1 - Resolution Approving a Contract Instructor Services Agreement with Akshay Arora dba Arora Tennis and Fitness, for Recreation Services

Attachment 2 - Exhibit A to the Resolution - Contract Instructor Services Agreement with Akshay Arora dba Arora Tennis and Fitness for Recreation Services

4.3 Adoption of a Ticket Distribution Policy

The City Council will consider adopting a policy for the City's distribution of event tickets, consistent with the Fair Political Practices Commission (FPPC) regulations governing same.

STAFF RECOMMENDATION:

Adopt the **Resolution** Adopting the Ticket Distribution Policy to Conform with Section 18944.1 of Title 2, California Code of Regulations, as Adopted by the Fair Political Practices Commission.

Staff Report

Attachment 1 - Resolution Adopting the Ticket Distribution Policy to Conform with Section 18944.1 of Title 2, California Code of Regulations, as Adopted by the Fair Political Practices Commission

Attachment 2 - Exhibit A to the Resolution - Ticket Distribution Policy

Attachment 3 - Attachment 1 to Exhibit A - FPPC Form 802

4.4 Annual Report of Developer Impact Fee Funds Deposits: Pursuant to Government Code Sections 66002, 66006, and 66008 (AB 1600)

State law requires the City to review and report on an annual basis the status of development fees collected to finance public improvements. The report covers activity which occurred in these funds during Fiscal Year 2021-22. The analysis has determined that all funds held for more than five years are necessary to complete identified projects.

STAFF RECOMMENDATION:

Accept the report and adopt the **Resolution** Making Findings Regarding Unexpended Traffic Impact Fees for Fiscal Year 2021-22; and approve the budget change.

Staff Report

Attachment 1 - Resolution Making Findings Regarding Unexpended Traffic Impact Fees for Fiscal Year 2021-22

Attachment 2 - Annual Report of Developer Impact Fee Funds for the Year Ended June 30, 2022 Annual Report of Developer Impact Fee Funds Deposits

4.5 Resolution Amending Bylaws and Rules of Procedure of the Senior Center Advisory Committee and Heritage and Cultural Arts Commission

The City Council will consider amending the Bylaws and Rules of Procedure to update language for the Senior Center Advisory Committee and Heritage and Cultural Arts Commission to address meeting frequency and other non-substantive changes.

STAFF RECOMMENDATION:

Adopt the **Resolution** Amending and Restating the Bylaws and Rules of Procedure for the Senior Center Advisory Committee and Heritage and Cultural Arts Commission.

Staff Report

Attachment 1 - Resolution Amending and Restating the Bylaws and Rules of Procedure for the Senior Center Advisory Committee and the Heritage and Cultural Arts Commission

Attachment 2 - Exhibit A to the Resolution - Senior Center Advisory Committee

Attachment 3 - Exhibit B to the Resolution - Heritage and Cultural Arts Commission

Attachment 4 - Bylaws and Rules of Procedure (Redline)

4.6 "Go, Park, Read!" Little Library Temporary Public Art Project – Design Selection

The City Council will consider a recommendation from the Heritage and Cultural Arts Commission for artwork to be painted on 10 little library boxes for the "Go, Park, Read!" Little Library Temporary Public Art Project.

STAFF RECOMMENDATION:

Approve the Heritage and Cultural Arts Commission's recommendations for the "Go, Park, Read!" Little Library Temporary Public Art Design Proposals.

Staff Report
Attachment 1 - Design Proposals From Recommended Artists
Attachment 2 - Call for Artists

4.7 Second Amendment to Contractor Services Agreement with Metro Security Services

The City Council will consider a Second Amendment to the Contractor Services Agreement between the City of Dublin and Metro Security Services.

STAFF RECOMMENDATION:

Adopt the **Resolution** Approving the Second Amendment to the Contractor Services Agreement with Metro Security Services for Security Services and approve the budget change.

Staff Report
Attachment 1 - Resolution Approving the Second Amendment to the Contractor Services Agreement with Metro Security Services for Security Services
Attachment 2 - Exhibit A to the Resolution - Second Amendment to the Contractor Services Agreement Between the City of Dublin and Metro Security Services
Attachment 3 - Contractor Services Agreement with Metro Security Services
Attachment 4 - First Amendment to the Contractor Services Agreement with Metro Security Services
Attachment 5 - Budget Change Form

4.8 SCS Dublin (PLPA-2022-00005)

On November 15, 2022, the City Council held a public hearing to consider the SCS Dublin project, which includes development of up to 600 residential units and up to 265,000 square feet of retail commercial development on a 76.9-acre parcel. Requested approvals include certification of a Final Environmental Impact Report, General Plan and Eastern Dublin Specific Plan Amendments, a Planned Development Rezone with Stage 1 and Stage 2 Development Plans, and a Development Agreement. The City Council certified the Final Environmental Impact Report, approved the General Plan and Eastern Dublin Specific Plan Amendments, and introduced the Planned Development Ordinance and Development Agreement Ordinance. The City Council is now being asked to waive the second reading of Ordinances approving the Planned Development Rezone and Development Agreement for the SCS Dublin project.

STAFF RECOMMENDATION:

Waive the reading and: 1) adopt the **Ordinance** Amending the Zoning Map and Approving a Planned Development Zoning District with Stage 1 and Stage 2 Development Plans for the SCS Dublin Project; and 2) adopt the **Ordinance** Approving a Development Agreement Between the City of Dublin and SCS Development Company Related to the SCS Dublin Project.

Staff Report
Attachment 1 - Ordinance Amending the Zoning Map and Approving Planned Development Zoning with Stage 1 and 2 Development Plans for the SCS Dublin Project
Attachment 2 - Ordinance Approving Development Agreement Between the City of Dublin and SCS Development Company Related to the SCS Dublin Project

Attachment 3 - Exhibit A to the Ordinance - Development Agreement
Attachment 4 - City Council November 15, 2022 Staff Report without Attachments

4.9 Planned Development Zoning Amendment for Dublin Transit Center Sites D-2 and E-2 and Hacienda Crossings Shopping Center (PLPA-2022-00036)

On November 15, 2022, the City Council approved the 2023-2031 Housing Element and adopted related amendments to the General Plan, Eastern Dublin Specific Plan, and Downtown Dublin Specific Plan. The City Council also waived the first reading and introduced companion Ordinances approving the Planned Development Zoning for Sites D-2 and E-2 at the Dublin Transit Center and Hacienda Crossings shopping center. The City Council is now being asked to waive the second reading and adopt the Ordinances.

STAFF RECOMMENDATION:

Waive the reading and adopt the **Ordinance** Approving Amendments to the Planned Development Zoning Stage 1 Development Plan and Approving a Stage 2 Development Plan for Sites D- 2 and E-2 of the Dublin Transit Center; and waive the reading and adopt the **Ordinance** Approving Amendments to the Planned Development Zoning Stage 1 Development Plan and Approving a Stage 2 Development Plan for the Hacienda Crossings Shopping Center.

Staff Report
Attachment 1 - Ordinance Approving Amendments to the Planned Development Zoning Stage 1 Development Plan and Approving a Stage 2 Development Plan for Sites D-2 and E-2 of the Dublin Transit Center
Attachment 2 - Ordinance Approving Amendments to the Planned Development Zoning Stage 1 Development Plan and Approving a Stage 2 Development Plan for the Hacienda Crossings Shopping Center
Attachment 3 - City Council Staff Report, dated November 15, 2022 (without Attachments)

4.10 Agreement with Workforce Integrity and Training Solutions for Community Workforce Agreement Administration and Implementation Services

The City Council will consider approving an agreement with Workforce Integrity and Training Solutions, LLC for Community Workforce Agreement administration and implementation on-call services.

STAFF RECOMMENDATION:

Adopt the **Resolution** Approving an Agreement for On-Call Community Workforce Agreement Administration and Implementation Services with Workforce Integrity and Training Solutions, LLC.

Staff Report
Attachment 1 - Resolution Approving an Agreement for On-call Community Workforce Agreement Administration and Implementation Services with Workforce Integrity and Training Solutions, LLC
Attachment 2 - Exhibit A to the Resolution - Consulting Services Agreements with Workforce Integrity and Training Solutions (WITS) for Community Workforce Agreement Administration and Implementation Services
Attachment 3 - Requests for Qualifications for Community Workforce Agreement Administrator/Coordinator Services
Attachment 4 - Statement of Qualification for Community Workforce Agreement Administrator/Coordinator Services

4.11 Fiscal Year 2022-23 1st Quarter Financial Review

The City Council will receive a financial report through the first quarter of Fiscal Year 2022-23 and consider amendments via a budget change.

STAFF RECOMMENDATION:

Receive the report and approve the budget change.

Staff Report

Attachment 1 - General Fund Summary Q1 FY 2022-23

Attachment 2 - General Fund Reserves Summary Q1 FY 2022-23

Attachment 3 - Budget Change Q1 FY 2022-23

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

From March 2020 through September 2021, the City conducted meetings of its legislative bodies remotely pursuant to various executive orders that suspended certain Brown Act provisions. In October 2021, the City returned to in-person meetings and the Brown Act was amended to allow for teleconferencing during a state of emergency. Under the new law, AB 361, the City can continue to conduct virtual meetings where the Governor has proclaimed a State of Emergency, or state or local health officials have imposed or recommended social distancing, if the City Council makes certain required findings. From January 11 – February 10, 2022, and since May 3, 2022, the City Council has operated under a resolution pursuant to AB 361 authorizing teleconferenced meetings for at least 30 days. The City Council will consider adopting a resolution that would allow for virtual attendance for the next 30 days.

STAFF RECOMMENDATION:

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

Staff Report

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

5. WRITTEN COMMUNICATION – None.

6. PUBLIC HEARING – None.

7. UNFINISHED BUSINESS – None.

8. NEW BUSINESS

8.1 Approval of Conceptual Plan for Jordan Ranch Neighborhood Square

The City Council will consider approval of the conceptual plan for Jordan Ranch Neighborhood Square.

STAFF RECOMMENDATION:

Receive the presentation and approve the Jordan Ranch Neighborhood Square conceptual plan - "The Forest" (CIP No. PK0322).

Staff Report

Attachment 1 - CIP No. PK0322

Attachment 2 - Final Survey Results
Attachment 3 - Park Concept Plan "The Forest"
Item 8.1 PowerPoint Presentation

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: December 6, 2022

TO: Honorable Mayor and City Councilmembers

FROM: Linda Smith, City Manager

SUBJECT: Presentation of Banners to 2022 Military Banner Program Honorees
Prepared by: Rhonda Franklin, Management Analyst II

EXECUTIVE SUMMARY:

The City Council will present the 2022 Military Banner Program honorees with their individual banners. The Military Banner Program honors active-duty military personnel and veterans that reside in Dublin, have immediate family residing in Dublin, or have had a long-term, positive impact on the Dublin community.

STAFF RECOMMENDATION:

Present individual banners to Military Banner Program honorees or sponsors.

FINANCIAL IMPACT:

None.

DESCRIPTION:

On January 9, 2018, the City Council adopted Resolution No. 07-18 approving the creation of a Military Banner Program to honor active-duty military personnel and military veterans that reside in or have immediate family residing in the City of Dublin, or have had a long-term, positive impact on the Dublin community. The Program allows for someone to sponsor a banner (for a fee) to honor an active-duty member or veteran. The banners feature a photo of the honoree along with their name, rank, and branch of service.

The program has run annually since 2018 but was suspended in 2020 due to COVID-19. In this fourth year of the Program, 12 military personnel/veterans were honored. The banners were located on City street light poles along Dougherty Road between Scarlett Drive and Amador Valley Boulevard, in the vicinity of the Parks Reserve Forces Training Area, between Memorial Day and Veterans Day (May through November) 2022.

This year's honorees were:

- Pablo G. Colon, U.S. Army (Active Duty)
- Joshua Harris, U.S. Marine Corps (Veteran)
- Jeffrey Hellman, U.S. Marine Corps (Veteran)
- Jack Hyundo Kim, U.S. Marine Corps (Retired)
- Martin A. Korte, U.S. Navy (Veteran)
- Connie Mack, U.S. Army (Veteran)
- John Mercado, U.S. Army (Veteran)
- Russell Parrington, U.S. Navy (Retired)
- William R. Shoemaker, U.S. Navy (Retired)
- Bronson L. Suyat, U.S. Coast Guard (Active Duty)
- Janine Thalblum, U.S. Army (Veteran)
- Ronald J. Wellendorf, U.S. Air Force (Veteran)

Banner honorees and sponsors will attend the City Council meeting to receive their banners.

STRATEGIC PLAN INITIATIVE:

None.

NOTICING REQUIREMENTS/PUBLIC OUTREACH:

The City Council Agenda was posted. Banner honorees and sponsors were invited to attend the meeting and a copy of this Staff Report was sent to the banner sponsors.

ATTACHMENTS:

1) 2022 Military Banner Program Walking Tour Map

CELEBRATING 40 YEARS 1982 — 2022
DUBLIN
CALIFORNIA

2022 MILITARY BANNER PROGRAM

The Military Banner program is an annual street banner display created by the Dublin City Council to honor local veterans and active duty members of the U.S. Armed Forces.

Community members may sponsor an individual banner honoring a service member with a connection to Dublin.

In 2022, the banners will be on display along Dougherty Road between Memorial Day and Veterans Day.

If you have questions about Dublin's Military Banner Program, or would like to be kept informed about sponsorship opportunities next year, please email banners@dublin.ca.gov or call (925) 833-6650.

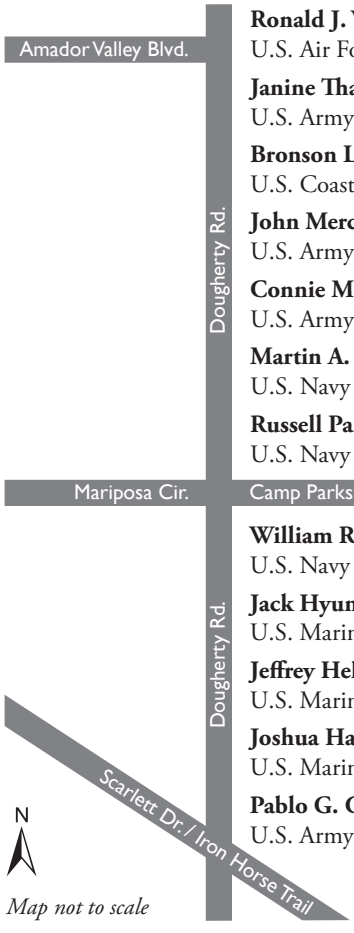
Use the camera on your smartphone to access a digital copy of the Walking Tour Map!

HONORING THOSE WHO SERVE

CELEBRATING 40 YEARS 1982 2022
DUBLIN CALIFORNIA

2022 MILITARY BANNER PROGRAM WALKING TOUR

Walk along Dougherty Road between Amador Valley Boulevard and Scarlett Drive to see the 2022 Banner Program honorees. Roundtrip walk is approximately one mile.



Ronald J. Wellendorf
U.S. Air Force

Janine Thalblum
U.S. Army

Bronson L. Suyat
U.S. Coast Guard

John Mercado
U.S. Army

Connie Mack
U.S. Army

Martin A. Korte
U.S. Navy

Russell Parrington
U.S. Navy

William R. Shoemaker
U.S. Navy

Jack Hyundo Kim
U.S. Marine Corps

Jeffrey Hellman
U.S. Marine Corps

Joshua Harris
U.S. Marine Corps

Pablo G. Colon
U.S. Army

Map not to scale

Agenda Item 4.1

STAFF REPORT
CITY COUNCIL

DATE: December 6, 2022

TO: Honorable Mayor and City Councilmembers

FROM: Linda Smith, City Manager

SUBJECT: Approval of the November 15, 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 November 15, 2022 Regular City Council Meeting.

STAFF RECOMMENDATION:

Approve the minutes of the November 15, 2022 Regular City Council Meeting.

FINANCIAL IMPACT:

None.

DESCRIPTION:

The City Council will consider approval of the minutes of the November 15, 2022 Regular City Council Meeting.

STRATEGIC PLAN INITIATIVE:

None.

NOTICING REQUIREMENTS/PUBLIC OUTREACH:

The City Council Agenda was posted.

ATTACHMENTS:

1) November 15, 2022 Regular City Council Meeting Minutes

MINUTES OF THE CITY COUNCIL OF THE CITY OF DUBLIN

Regular Meeting: November 15, 2022

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

CLOSED SESSION 6:30 PM

I. CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION
Significant exposure to litigation pursuant to paragraph (2) or (3) of subdivision (d) of Section 54956.9: 1 case.

REGULAR MEETING 7:00 PM

A Regular Meeting of the Dublin City Council was held on Tuesday, November 15, 2022, in the City Council Chamber. 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 out of Closed Session.

3) ORAL COMMUNICATIONS

3.1) Recognition of 2022 Inside Dublin Participants

The City Council recognized the 2022 Inside Dublin Participants.

3.2) Public Comment

No public comment.

4) CONSENT CALENDAR

4.1) Approved the November 1, 2022 Regular City Council Meeting Minutes.

4.2) Adopted Resolution No. 128-22 titled, "Approving Contract Payments to World Cup Soccer Camps & Clinics in Excess of $45,000."

4.3) Adopted Resolution No. 129-22 titled, "Authorizing the Purchase of Two Marked Police Vehicles from Dublin Chevrolet and Declaring Replaced Vehicles as Surplus Property."

4.4) Adopted Resolution No. 130-22 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 Pursuant to AB 361."

4.5) Received a report of payments issued from October 1, 2022 - October 31, 2022 totaling $7,745,223.20.

4.6) Received the City Treasurer's Informational Report of Investments for the Quarter Ending September 30, 2022.

4.7) Adopted Resolution No. 131-22 titled, "Accepting the Dublin Heritage Park Cemetery Improvements Project, CIP No. PK0215."

4.8) Approved Resolution No. 132-22 titled, "Establishing Rules for the Selection of Vice Mayor and Repealing Resolution No. 120-20."

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

5) WRITTEN COMMUNICATION – None.

6) PUBLIC HEARING

6.1) 2023 – 2031 Housing Element and Related Amendments to the General Plan, Eastern Dublin Specific Plan and Downtown Dublin Specific Plan, and Planned

Development Zoning for Dublin Transit Center Sites D-2 and E-2 and Hacienda Crossings Shopping Center (PLPA-2022-00036)

The City Council received a presentation on the proposed 2023 – 2031 Housing Element and related amendments to implement the Housing Element, which included amendments to the General Plan, Eastern Dublin Specific Plan, and Downtown Dublin Specific Plan, and amendments to the Planned Development Zoning for Sites D-2 and E-2 at the Dublin Transit Center and Hacienda Crossings shopping center.

Mayor Hernandez opened the public hearing.

Inge Houston provided public comment.

Mayor Hernandez closed the public hearing.

On a motion by Vice Mayor Josey, seconded by Councilmember Kumagai, and by unanimous vote, the City Council adopted Resolution No. 133-22 titled, "Adopting an Initial Study/Negative Declaration; Approving the 2023 – 2031 Housing Element, Associated Amendments to the General Plan, Including the Land Use Element and Land Use Map, and Seismic Safety and Safety Element, and Associated Amendments to the Eastern Dublin Specific Plan; and Authorizing Staff to submit the Housing Element to the California Department of Housing and Community Development for Certification," with Exhibit B amended to include revisions provided by DSRSD and Zone7; adopted Resolution No. 134-22 titled, "Amending the Downtown Dublin Specific Plan to Specify Residential Units on Three Housing Element Sites are Allowed by Right and Not Subject to the Development Pool or Community Benefit Program;" waived the reading and introduced the Ordinance titled, "Approving Amendments to the Planned Development Zoning Stage 1 Development Plan and Approving a Stage 2 Development Plan for Sites D-2 and E-2 of the Dublin Transit Center;" and waived the reading and introduced the Ordinance titled, "Approving Amendments to the Planned Development Zoning Stage 1 Development Plan and Approving a Stage 2 Development Plan for the Hacienda Crossings Shopping Center."

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

6.2) SCS Dublin (PLPA-2022-00005)

Councilmember Hu recused herself from this item due to her residence being within 500 feet of the SCS property, and therefore considered to be involved in the decision, and left the dais.

The City Council received a presentation regarding the SCS Dublin project which includes development of up to 650 residential units and up to 265,000 square feet of retail

commercial development on a 76.9-acre parcel.

Mayor Hernandez opened the public hearing.

Jeanine Gillengerten provided public comment.

Brandon Evans provided public comment.

Bill Bai provided public comment.

Brian Werner provided public comment.

Inge Houston provided public comment.

Nicholas Kozachenko provided public comment.

Richard Li provided public comment.

Shirley Lewandowski provided public comment.

Tom Evans provided public comment.

Joseph Yamandly provided public comment.

Mayor Hernandez closed the public hearing.

The City Council discussed options to the development agreement between the City of Dublin and SCS Development Company and directed staff to make the agreed upon edits to the agreement.

Mayor Hernandez called for a five-minute break at 9:45 p.m.

Mayor Hernandez reconvened the meeting at 9:57 p.m.

On a motion by Councilmember Kumagai, seconded by Councilmember McCorriston, and by unanimous vote with Councilmember Hu recusing herself, the City Council adopted Resolution No. 135-22 titled. “Certifying an Environmental Impact Report and Adopting Environmental Impact Findings, Findings Regarding Alternatives, a Statement of Overriding Considerations and a Mitigation Monitoring and Reporting Program for the SCS Dublin Project;” adopted Resolution No. 136-22 titled, “Amending the General Plan and Eastern Dublin Specific Plan Related to the SCS Dublin Project;” waived the reading and introduced the Ordinance titled, “Amending the Zoning Map and Approving a Planned Development Zoning District with Stage 1 and Stage 2 Development Plans For the SCS Dublin Project;” and waived the reading and introduced the Ordinance titled, “Approving a Development Agreement Between the City of Dublin and SCS Development Company Related to the SCS Dublin Project” with amendments to decrease the market-rate units from 550 to a maximum of 500, reduce the Community Benefit Payment from $1.5 million to $1 million,

increase the moderate-income units from 5 to 6, include $1 million for the first-time homebuyer program, and require a minimum of 1,800 square feet for the community event space.

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

Councilmember Hu returned to dais at 9:57 p.m.

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

The City Council held a Public Hearing to consider adopting an Ordinance repealing the 2019 California Building Standards Code and adopting the 2022 California Building Code.

Mayor Hernandez opened the public hearing.

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

On a motion by Councilmember Hu, seconded by Councilmember Kumagai, and by unanimous vote, the City Council adopted Resolution No. 137-22 titled, "Approving Findings Regarding the Need for Local Amendments to Provisions in the California Building Standards Code as Adopted by the State of California, in the California Code of Regulations, Title 24, to be Adopted by Reference in the Dublin Municipal Code;" and waived the second reading and adopted Ordinance 13-22 titled, "Repealing and Replacing Chapters 5.08 (Fire Code), 7.28 (Building Regulation Administration Code), 7.32 (Building Code), 7.34 (Residential Code), 7.36 (Electrical Code), 7.40 (Plumbing Code), 7.44 (Mechanical Code), 7.48 (Building Maintenance Code) and 7.94 (Green Building Code) of the Dublin Municipal Code, and Repealing Chapter 7.24 (Flood Control) and Adopting Chapter 7.24 (Floodplain Management Regulations) and Adding Chapter 7.46 (Existing Building Code) to the Dublin Municipal Code, in Order to Adopt by Reference and Amend Provisions of the 2022 Edition of the California Building Standards Code, Title 24, California Code of Regulations, and Adding Chapter 7.45 (Swimming Pool and Spa Code) to the Dublin Municipal Code in Order to Adopt by Reference and Amend Provisions of the 2021 Edition of the International Swimming Pool and Spa Code."

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

7) UNFINISHED BUSINESS – None.

8) NEW BUSINESS – None.

9) OTHER BUSINESS

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

10) ADJOURNMENT

Mayor Hernandez adjourned the meeting at 10:30 p.m.

_____
Mayor

ATTEST:

_____
City Clerk

Agenda Item 4.2

STAFF REPORT
CITY COUNCIL

DATE: December 6, 2022

TO: Honorable Mayor and City Councilmembers

FROM: Linda Smith, City Manager

SUBJECT: Contract Instructor Services Agreement with Akshay Arora dba Arora Tennis and Fitness
Prepared by: Jennifer Mendez, Management Analyst I

EXECUTIVE SUMMARY:

The City Council will consider approving a Contract Instructor Services Agreement with Akshay Arora dba Arora Tennis and Fitness for recreational services (tennis instruction) for a term beginning on January 1, 2023, and ending on June 30, 2024.

STAFF RECOMMENDATION:

Adopt the **Resolution** Approving a Contract Instructor Services Agreement with Akshay Arora, dba Arora Tennis and Fitness, for Recreation Services.

FINANCIAL IMPACT:

Under the proposed agreement, the City retains 30% of fee revenue from private and semi-private tennis lessons and 40% from group lessons. The rest is passed through to the contractor.

DESCRIPTION:

The Parks and Community Services Department regularly engages independent contractors to deliver recreational activities and programs to the community. Upon acceptance of a proposal, Staff works with the contractor to determine the specifics of the activity, facility availability, participant minimums and maximums, and participant age ranges. All contractors set their prices and schedules for their activities or programs.

Akshay Arora, dba Arora Tennis and Fitness, has submitted a proposal to provide tennis classes and programs for a term beginning January 1, 2023, and ending June 30, 2024. Arora Tennis and Fitness has provided these services to the City of Dublin since 2008, and Staff has received positive feedback from participants regarding their activities.

As the pass-through payments to the contractor will likely exceed the City Manager's purchasing limit of $45,000, this agreement requires City Council approval.

STRATEGIC PLAN INITIATIVE:

None.

NOTICING REQUIREMENTS/PUBLIC OUTREACH:

The City Council Agenda was posted.

ATTACHMENTS:

1) Resolution Approving a Contract Instructor Services Agreement with Akshay Arora dba Arora Tennis and Fitness, for Recreation Services
2) Exhibit A to the Resolution - Contract Instructor Services Agreement with Akshay Arora dba Arora Tennis and Fitness for Recreation Services

RESOLUTION NO. XX - 22

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUBLIN

APPROVING A CONTRACT INSTRUCTOR SERVICES AGREEMENT WITH AKSHAY ARORA DBA ARORA TENNIS AND FITNESS, FOR RECREATION SERVICES

WHEREAS, the Parks and Community Services Department receives and approves proposals from independent contractors who are interested in providing recreational activities or programs to the Dublin community; and

WHEREAS, Staff has reviewed and accepted a proposal from Akshay Arora dba Arora Tennis and Fitness to provide tennis classes and private and semi-private lessons through the City of Dublin; and

WHEREAS, Staff has negotiated terms with Akshay Arora dba Arora Tennis and Fitness for an agreement that will begin on January 1, 2023 and end on June 30, 2024.

NOW THEREFORE, BE IT RESOLVED that the City Council of the City of Dublin does hereby approve a Contract Instructor Services Agreement with Akshay Arora dba Arora Tennis and Fitness, for recreation services.

BE IT FURTHER RESOLVED that the City Manager is authorized to execute the Agreement and approve payments over $45,000 for the term of the Agreement, attached hereto as **Exhibit A**, and make any necessary, non-substantive changes to carry out the intent of this Resolution.

PASSED, APPROVED AND ADOPTED this 6th day of December 2022 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

_____
Mayor

ATTEST:

_____
City Clerk

AGREEMENT FOR CONTRACT INSTRUCTOR SERVICES

This Agreement for Contract Instructor Services ("Agreement") is made and entered into as of the 1st day of January 2023 by and between the City of Dublin, a municipal corporation of the State of California ("City"), and Akshay Arora DBA Arora Tennis and Fitness ("Contractor"), a sole proprietor in the State of California (collectively, the "Parties"). In consideration of their mutual covenants, the Parties hereto agree as follows:

1. Scope of Work. The Parties acknowledge that Contractor possesses experience and knowledge of value to the City and, as such, enter into this Agreement for specialized services. Subject to the terms and conditions of this Agreement, the Contractor shall provide the following ("Services"):

[SEE "EXHIBIT A" FOR DESCRIPTION OF SERVICES]

2. Performance of Services. Contractor has the right and power to control how the Services provided under this Agreement will be performed by the Contractor and its employees, agents, or representatives. Contractor shall direct the means, manner, and method by which the Services under this Agreement will be performed, without interference from the City as to the mode of accomplishing or effectuating the performance of Services. Contractor may, at its own expense, retain the services of third-parties in performing the Services under this Agreement, unless doing so would result in a material breach of any provision contained herein.

3. Payment Terms. For the services described in Section 1 above, the City agrees to pay the Contractor 70% of the resident rate for each private and semi-private lesson participant, and 60% of the resident rate for each group lesson participant, which amount shall include all expenses. Except as specifically authorized by City, Contractor shall not bill City for duplicate services performed by more than one person (reasonable quality control and assurance work as generally recognized as an acceptable practice in this field is expected). Contractor understands that any time a participant requests a refund or credit, that amount will be reduced from the gross revenue on which Contractor's payment is calculated. Contractor understands and agrees that Contractor will complete and submit a Contract Contractor Course Proposal Form for each session that courses will be offered. Submitting a proposal does not guarantee that the course, program or activity will be added to the City's public recreation offerings. Session dates may be altered from time to time at the City's discretion. City, at its sole discretion, will accept or reject Contractor's proposal and collaborate with Contractor in finalizing a session schedule. When each session schedule is finalized, the City will produce a Schedule Summary. Final Schedule Summaries will be incorporated herein by this reference as if set forth in full.

At the end of each session, the City shall pay Contractor for services rendered. The City will issue payment to Contractor within 30 business days after services are complete. Prior to City processing payment, Contractor shall submit course attendance sheets and completed evaluation forms, if applicable, to the Parks and Community Services Department within five working days upon completion of service.

4. Location of Work. Due to the nature of work and subject to the terms and conditions of this Agreement, the City and Contractor agree that Contractor will provide services and/or class instruction (check all that apply):

☐ **Offsite:** At his/her/their own facility, located off-premises from any City-owned facility located at _____.
(Street, City, Zip Code)

X **Onsite:** At a City-owned facility.

☐ **Other:** _____.
(Please Describe)

5. Expenses. Except as otherwise specified in this Agreement or mutually agreed upon by the Parties, the Contractor shall be responsible for all the necessary costs and expenses incurred in connection with the performance of the Services under this Agreement. This may include, but is not limited to, supplies, software, subscriptions, working spaces, equipment, operating costs, business costs, licenses, registrations, employment costs, taxes, Social Security contributions / payments, disability insurance, unemployment taxes, and any other cost that is made in connection with the Services provided Contractor.

6. Term. Contractor's engagement with the City, and the terms and conditions of this Agreement, shall be effective as of 1/1/2023 ("Effective Date") and shall terminate on 6/30/2024.

7. Termination. This Agreement may be terminated by either Party upon sixty (60) days of prior written notice, or as mutually agreed upon in writing by both Parties. At the time of termination, Contractor agrees to return all the City property in Contractor's possession including, but not limited to, any documents, materials, and other proprietary information belonging to the City, in both physical and electronic form. The City shall issue a final payment to Contractor for all Services provided and due as of the date of termination.

If either Party materially breaches any term of this Agreement, in addition to any other remedies at law or equity, the other Party may terminate the Agreement if such breach is not cured within ten (10) days after written notice of such breach is given.

In addition, if the Contractor is convicted of any crime or offense, fails or refuses to comply with the written policies or reasonable directive of City, is guilty of serious misconduct in connection with performance hereunder, or materially breaches provisions of this Agreement, City at any time may terminate the engagement of the Contractor immediately and without written notice to the Contractor.

By signing this Agreement, Contractor agrees it may be subject to civil penalties for the filing of false claims as set forth in the California False Claims Act, Government Code sections 12650, et seq.

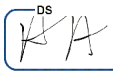
8. Relationship of Parties. It is understood by the Parties that, under the code of the Internal Revenue Service (IRS) and applicable law, the Contractor is an independent contractor with respect to the City. Therefore, the Parties agree and acknowledge that neither the Contractor, or any of its employees, subcontractors, volunteers, or agents (collectively, "Representatives") are employed by the City. Furthermore, at all times during the term of this Agreement, the Contractor and its Representatives shall have no authority, express or implied, to bind the City to any obligation whatsoever. Notwithstanding any other state or federal law to the contrary, the Contractor and its Representatives shall not qualify for, or become entitled to any compensation, benefit, except as specified in this Agreement, or any incident of employment with the City. In its capacity as an independent contractor, Contractor agrees and represents that:

(i) Contractor has the right to control and direct the means, manner, and method by which the Services required by this Agreement will be performed;
(ii) Contractor maintains all necessary licenses, registrations, permits, and certifications required to perform the Services under this Agreement;
(iii) Contractor sets its own hours and maintains a business location that is separate from the business or work location of the City;
(iv) Contractor is customarily engaged in an independently established business providing the same or similar services as provided by this Agreement;
(v) Contractor has the ability to contract with other businesses to provide the same or similar services as provided by this Agreement, without restriction from the City;
(vi) Contractor holds itself out to the public as available to provide the same or similar services;
(vii) Contractor provides its own tools, equipment, software, programs, and any other supplies necessary to perform the Services;
(viii) Contractor can negotiate its own rates;
(ix) Contractor has the right to hire assistants, retain subcontractors, or utilize employees to provide the services required under this Agreement;

(x) Contractor shall be solely responsible for the payment of payroll taxes and any unemployment compensation on behalf of their employees and personnel;

(xi) Contractor shall be responsible for providing all workers' compensation insurance on behalf of their employees and, if Contractor hires employees to perform any work under this Agreement, Contractor agrees to grant workers' compensation coverage to the extent required by law.

By initialing below, Contractor agrees and acknowledges that Contractor has reviewed the enumerated list contained in Section 8. Contractor further agrees and acknowledges that everything listed in subsections (i) through (xi) above is true and accurate.



Initial

9. Non-Exclusivity. It is contemplated that the relationship between the Contractor and the City shall be a non-exclusive one. Contractor has the right and ability to perform services for other business entities, organizations, and/or individuals, without restriction from the City, except where matters may arise as to confidentiality and conflicts of interest.

10. Indemnification. Contractor will defend and indemnify the City and its officers, directors, managers, employees, agents, and representatives ("Affiliates") against any and all claims, deductibles, self-insured retentions, demands, liability, judgments, awards, fines, mechanics' liens, or other liens, labor disputes, losses, damages, expenses, charges or costs, of any kind or character, including attorneys' fees and court costs (collectively, "Claims"), which arise out of or are in any way connected to this Agreement or Contractor's activities pursuant to this Agreement, including without limitation, Claims related to sexual abuse or molestation, and Claims caused by the concurrent negligent act, error, or omission, whether active or passive, of the City and its Affiliates.

11. Insurance. Where necessary to perform the Services under this Agreement, Contractor, at its sole cost and expense, shall procure and maintain for the duration of the Agreement the types and amounts of insurance listed below against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the Contractor and its Representatives. Contractor will obtain and maintain policies of commercial general liability insurance and automobile liability insurance, and worker's compensation insurance and/or sexual abuse and molestation liability insurance, if applicable, from an insurance company authorized to transact the business of insurance in the State of California. The insurance requirements are as follows:

(i) Commercial General Liability: Insurance plan, at least as broad as Insurance Services Office Form CG 0001 (most recent edition), with an "occurrence" basis, including property damage, bodily injury, personal & advertising injury, and sexual abuse and molestation with limits no less than $1,000,000 per occurrence.

(ii) Automobile Liability: Contractor shall maintain a current and valid Automobile Insurance Policy at or above the minimum level required by the State of California for any and all vehicles used to perform the Services under this Agreement.

(iii) Workers' Compensation: Insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with a limit of no less than $1,000,000 per accident for bodily injury or disease. Proof of workers' compensation insurance is applicable if Contractor has employees other than self. If Contractor does not have employees other than self, Contractor shall submit a completed "No Employees Declaration Form" provided by the City.

(iv) Sexual Abuse or Molestation (SAM) Liability: If the Commercial General Liability policy referenced above is not endorsed to include affirmative coverage for sexual abuse or molestation, Contractor shall obtain and maintain a policy covering Sexual Abuse and Molestation with a limit no less than $1,000,000 per occurrence.

The insurance will be in force during the life of this Agreement and will not be canceled without thirty (30) days prior written notice to the City by certified mail. All insurance required by this section is to be placed with insurers with a Bests' rating of no less than A-:VII. The City of Dublin and its elected officials, officers, employees, agents, and volunteers must be named as additional insureds on commercial general liability insurance, automobile liability insurance, and sexual abuse or molestation liability insurance, if applicable. Contractor's insurance coverage will be primary insurance with respect to City and its elected officials, officers, employees, agents, and volunteers. The insurance policies must include a waiver of all rights of subrogation against the City, its elected or appointed officers, officials, agents, and employees for losses paid under the terms of any policy which arise from work performed by the Contractor for the City (including workers' compensation insurance, if applicable). Any insurance or self-insurance maintained by the City will be in excess of Contractor's insurance and not contributory with it. Contractor will furnish certificates of insurance and endorsements to City prior to City's execution of this Agreement. This Agreement is expressly contingent upon the insurance requirements being met, and this Agreement shall not be complete and no work may commence until Contractor has provided adequate proof of insurance. If the City does not receive the required insurance documents prior to the Contractor beginning work, it shall not waive the Contractor's obligation to provide them. The City reserves the right to modify these requirements, and reserves the right to require complete copies of all required insurance policies at any time.

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

13. **Mandated Reporting**. Contractor recognizes and acknowledges that persons under the age of 18 may participate in classes/activities to be conducted by Contractor pursuant to this Agreement. Contractor further recognizes and acknowledges that if any person under the age of 18 does, in fact, participate in said classes/activities, then Contractor is deemed to be a "Mandated Reporter" pursuant to the California Child Abuse and Neglect Reporting Act (Penal Code §§ 11164-11174.3) ("CANRA"). Concurrently with the execution of this Agreement and pursuant to Penal Code section 11166.5, Contractor has been provided with, and has executed, an Acknowledgement of Mandated Requirements, Receipt of Training, and Receipt of Penal Code Statutes, which acknowledgement shall be maintained by the City during the term of this Agreement.

If the Contractor has employees, subcontractors, volunteers, and agents, and those employees, subcontractors, volunteers, and agents will come into contact with minors on a regular basis, those employees must also follow the Mandated Reporter requirements. Contractors who have employees will be required to execute an Acknowledgement and Release of Information, which acknowledgement shall be maintained by the City during the term of this Agreement.

14. **TB Test Requirements**. If the Services include contact with minors, Contractor shall produce a certificate, issued by a licensed physician or other authorized agency, showing that within the last two years the Contractor has been examined and has been found to be free of communicable tuberculosis (TB). If the Contractor has employees, those employees must also follow the TB requirements set forth in this Agreement. Contractors who have employees, subcontractors, volunteers, and agents will be required to execute an Acknowledgement and Release of Information, which acknowledgement shall be maintained by the City during the term of this Agreement.

15. **Fingerprint Requirements**. If class/program is open to youth under the age of 18 years, Contractor and any of its employees, subcontractors, volunteers, and agents of the Contractor agrees to fulfill all fingerprint/background checks prior to the first class. Contractor and the Contractor's

employees, subcontractors, volunteers, and agents, if any, are not eligible to work until the clearance is received from the Department of Justice and Contractor has been notified by a Parks & Community Services Department representative.

16. Transporting Participants. Contractor or any of its employees, subcontractors, volunteers, and agents shall not transport any participant in his/her own vehicle. Transportation is the responsibility of the program participant.

17. Mutual Representations and Warranties. Both the City and Contractor represent and warrant that each Party has full power, authority and right to execute and deliver this Agreement, has full power and authority to perform its obligations under this Agreement, and has taken all necessary action to authorize the execution and delivery of this Agreement. No other consents are necessary to enter into or perform this Agreement.

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

19. Notice. Any notice or other communication given or made to either Party under this Agreement shall be in writing and delivered by hand, sent by certified or registered mail, return receipt requested, to the addresses provided below or to another address as that Party may subsequently designate by notice, and shall be deemed given on the date of delivery.

City	Contractor
Linda Smith City Manager 100 Civic Plaza Dublin, CA 94568 (925) 833-6650	Akshay Arora Arora Tennis and Fitness 4408 Healdsburg Way Dublin, CA 94568 (925) 699-7794

20. Severability. If any term or portion of this Agreement is held to be invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement shall continue in full force and effect.

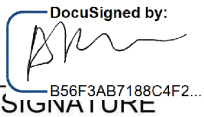
21. Disputes. All disputes arising out of this agreement shall be submitted to final and binding arbitration in accordance with the rules of the American Arbitration Association. The dispute shall be submitted to arbitration in accordance with the laws of the State of California. The arbitrator's award shall be final, and judgment may be entered upon it by any court having jurisdiction thereof.

22. Governing Law and Venue. In the event that either Party brings any action against the other under this Agreement, the Parties agree that trial of such action will be vested exclusively in the state courts of California in the County of Alameda or in the United States District Court for the Northern District of California. The laws of the State of California will govern this Agreement.

23. Integration and Amendments. This Agreement represents the entire and integrated agreement between the City and the Contractor and supersedes all prior negotiations, representations, or agreements, either written or oral as of the Effective Date. The Parties may amend this Agreement if mutually agreed upon in writing.

SIGNATURES ON THE FOLLOWING PAGE

IN WITNESS WHEREOF, this Agreement has been executed and delivered as of the Effective Date.

CITY OF DUBLIN:	**CONTRACTOR:**
BY: _____	BY:  _____
SIGNATURE	SIGNATURE
_____	Akshay Arora
NAME	NAME
DATE: _____	DATE: 11/16/2022

3629050.1

Attest:

_____
Marsha Moore, City Clerk

Approved as to Form:

_____
City Attorney

EXHIBIT A

[Description of Services]

Arora Tennis and Fitness is a year-round tennis program located in the East Bay and Partners with the Cities of Dublin, San Ramon, Livermore, and the Town of Danville. Arora Tennis offers group lessons, private, and semi-private instruction for toddlers, elementary, teens, and adults. Players as early as 4 years old can begin in the Tiny Tots Program and progress through youth classes for ages 7-12 years old which include Mighty Aces, Junior Stars, and Grand Slammers. Youth and teen players can also progress through tournament training and high-performance training classes for ages 7 – 18 years old. Semi-private and private lessons are offered with United States Tennis Association (USTA) certified coaches and can include one-on-one private lessons or four-on-one semi-private lessons.

Akshay Arora has his Bachelor's Degree in Kinesiology for Exercise Science and Physical Therapy and is Certified through the United States Professional Tennis Association (USPTA). He has been teaching tennis lessons for over 15 years and is a former director of Tennis Clubs in Livermore and Tracy. All Arora Tennis coaches have a strong tennis background and have competed in USTA junior and adult competitions and hold their USTA ranking status.

Agenda Item 4.3

STAFF REPORT
CITY COUNCIL

DATE: December 6, 2022

TO: Honorable Mayor and City Councilmembers

FROM: Linda Smith, City Manager

SUBJECT: Adoption of a Ticket Distribution Policy
Prepared by: Marsha Moore, MMC, City Clerk and Jordyn Bishop, Assistant City Attorney

EXECUTIVE SUMMARY:

The City Council will consider adopting a policy for the City's distribution of event tickets, consistent with the Fair Political Practices Commission (FPPC) regulations governing same.

STAFF RECOMMENDATION:

Adopt the **Resolution** Adopting the Ticket Distribution Policy to Conform with Section 18944.1 of Title 2, California Code of Regulations, as Adopted by the Fair Political Practices Commission.

FINANCIAL IMPACT:

None.

DESCRIPTION:

The Fair Political Practices Commission (FPPC) adopted Section 18944.1 of Title 2, California Code of Regulations to create an exception to the definition of gift for tickets or passes to entertainment, sports, or other similar events that are donated to an agency and distributed to public officials for use for official public business, if the agency complies with specified requirements.

Regulation 18944.1 requires the agency to:

1. Adopt a distribution policy settling provisions required under Regulation 18944.1;
2. Post a copy of the policy on the City's website and e-mail a link to the FPPC for posting;
3. Ensure the ticket/pass is used for a governmental purpose;
4. Complete the Form 802 for each distribution and retain Form 802 as a public record under the Political Reform Act; and

5. Post a copy of each Form 802 on the City's website and e-mail a link to the FPPC for posting.

The attached resolution adopts a Ticket Distribution Policy to comply with Regulation 18944.1 and establishes a fair and equitable process for the distribution to City officials of such tickets and passes by the City. Tickets and/or passes subject to the Policy include admission to a facility, event, show, or performance for an entertainment, amusement, recreational, or similar purpose.

The draft policy sets forth the circumstances under which the City's distribution of tickets or passes to a public official would not result in a gift to the individual official, which includes having a ceremonial role or one of the listed public purposes. The policy covers every official, employee, or consultant of the City who is obligated to file a FPPC Form 700 under state law or the City's Conflict of Interest Code.

Staff has prepared a "Frequently Asked Questions" attachment to the policy that covers examples of circumstances that may or may not be covered under the policy.

STRATEGIC PLAN INITIATIVE:

None.

NOTICING REQUIREMENTS/PUBLIC OUTREACH:

The City Council Agenda was posted.

ATTACHMENTS:

1) Resolution Adopting the Ticket Distribution Policy to Conform with Section 18944.1 of Title 2, California Code of Regulations, as Adopted by the Fair Political Practices Commission
2) Exhibit A to the Resolution – Ticket Distribution Policy
3) Attachment 1 to Exhibit A to the Resolution – FPPC Form 802

RESOLUTION NO. XX – 22

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUBLIN

ADOPTING THE TICKET DISTRIBUTION POLICY TO CONFORM WITH SECTION 18944.1 OF TITLE 2, CALIFORNIA CODE OF REGULATIONS, AS ADOPTED BY THE FAIR POLITICAL PRACTICES COMMISSION

WHEREAS, the Fair Political Practices Commission ("FPPC") adopted Section 18944.1, Title 2, California Code of Regulations ("Regulation 18944.1") to regulate the distribution and disclosure by public agencies of certain tickets and passes to public officials and employees; and

WHEREAS, Regulation 18944.1 provides that a ticket and pass distributed pursuant to an adopted policy and properly disclosed by the agency is not a gift to the public official and does not trigger a disclosure requirement on the official's Statement of Economic Interests, Form 700; and

WHEREAS, tickets and/or passes subject to the policy include admission to a facility, event, show, or performance for an entertainment, amusement, recreational, or similar purpose; and

WHEREAS, the FPPC recognizes the discretion of the legislative or governing body of an agency to determine whether the City's distribution of tickets and/or passes to City officials serves a legitimate public purpose of the City, provided that the determination is consistent with state law; and

WHEREAS, from time to time, the City may receive complimentary or discounted tickets or passes from outside sources or, receive tickets or passes pursuant to the City's co-sponsorship of an event, or may purchase tickets or passes for both public and private events for distribution to City officials; and

WHEREAS, the distribution to and use of such tickets and passes by officials may serve legitimate governmental and/or public purposes in accordance with FPPC regulations; and

WHEREAS, the City Council desires to adopt a policy regarding the distribution of tickets and/or passes pursuant to Regulation 18944.1; and

WHEREAS, the proposed City of Dublin Ticket Distribution Policy establishes a fair and equitable process for the distribution to City officials of such tickets and passes by the City, in compliance with the requirements of FPPC Regulations and is attached as **Exhibit A**.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Dublin hereby approves the City of Dublin Ticket Distribution Policy in accordance with Regulation 18944.1, and attached hereto as **Exhibit A**.

BE IT FURTHER RESOLVED that the City Manager is directed to implement this policy and the City Clerk is directed to post the Policy to the City's website and forward a link to the FPPC.

PASSED, APPROVED AND ADOPTED this 6th day of December 2022, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

_____
Mayor

ATTEST:

_____
City Clerk

Ticket Distribution Policy

1. Purpose: This policy governs the fair and equitable distribution, use, and reporting of tickets and passes obtained by the City. This policy is established in accordance with Section 18944.1 of the Fair Political Practices Commission (FPPC) Regulations, which sets forth the circumstances under which the City's distribution of tickets or passes to a public official does not result in a gift to the individual official.

2. Definitions:

    a. Public Official every official, employee, or consultant of the City who is obligated to file a FPPC Form 700 under state law or the City's Conflict of Interest Code.

    b. Immediate Family means spouse/registered domestic partners and dependent children.

    c. Ticket means "ticket or pass" and includes anything that provides an admission privilege to a facility, event, show, or performance for an entertainment, amusement, recreational, or similar purpose, for which similar tickets or passes are offered for sale to the public. If other benefits – such as food, beverages or other items – are provided to the Public Official at the event and such benefits are not included as part of the admission to the event, those benefits are not covered by this Policy.

    d. Ticket Value is the fair market value of the ticket. (Section 18946.1) This policy governs tickets with a fair market value of $50 or more.

3. Overall Guidelines:

    This policy applies to the distribution of all tickets or passes received by the City that provide admission to a facility, event, show, or performance for entertainment, amusement, recreational, or similar purpose. This policy applies to any ticket which the City: (i) receives from a third party, (ii) controls as a sponsor of, or other because it has control over, an event; or (iii) purchases.

    This policy applies to every public official.

    Any distribution or use of tickets that do not meet the requirements of this policy shall be reported as a gift, as described in Section 4.e.

    Limitation. This policy shall only apply to the City's distribution of tickets to a public official or at the request of a public official for which no consideration of equal or greater value is provided by the public official. Tickets for which the public official purchases or reimburses the City for the full face value thereof within 30 days of receipt, are exempt from this policy. This policy does not apply to invitation-only events or to tickets earmarked by an outside source for use by a specific public

official.

Reimbursement of actual and necessary expenses of any member of the City Council or any City Commission incurred in the performance of official duties shall be governed by the City's reimbursement policy. This policy does not apply to events in which tickets are not sold to the public.

4. Policy Guidelines:
    a. Ceremonial Duties.

        Tickets provided to a public official and one guest so that the public official may perform a ceremonial role, as defined in Section 18942.3 of the FPPC Regulations, on behalf of the City are exempt from this policy and not a "gift" per the Political Reform Act, and Government Code section 82028. However, information required by Form 802, a copy of which is attached to this policy, including the number of tickets received, face value of the ticket(s), and description of public purpose shall be reported on such Form 802 and posted on the City's website per Section 4.c below.

    b. Public Purposes.

        The distribution of any ticket by the City to, or at the behest of, a public official must accomplish a "public purpose" of the City. The City may provide a ticket to a public official subject to this policy for any of the following City purposes, provided that the City Manager or their designee determines that distributing the ticket accomplishes one or more of the following public purposes:

        i. Promotion of local and regional businesses and economic activities within the City, including conventions and conferences.
        ii. Promotion of City-controlled or sponsored events, activities, or programs.
        iii. Promotion of community programs and resources available to city residents, including nonprofit organizations and youth programs.
        iv. Highlighting the achievements of City residents and businesses.
        v. Promotion of private facilities available to City residents, including charitable and nonprofit facilities.
        vi. Promotion of public facilities available to City residents.
        vii. Promotion of City growth and development, including economic development and job creation opportunities.
        viii. Promotion of City landmarks and community events.
        ix. Promotion of special events conducted pursuant to a contract to which the City is party.
        x. Promotion of the city on a local, regional, state, or national scale.
        xi. Promotion of open government by participation of public officials at business or community events.

xii. Sponsorship agreements involving private events by which the City seeks to enhance the City's reputation both locally and regionally by serving as hosts providing the necessary opportunities to meet and greet visitors, dignitaries, and residents.
xiii. Implementation of written contracts under which tickets are required to be made available for City use.
xiv. Employment retention programs, support of general employee morale, or rewarding public service
xv. Attracting or rewarding volunteer public service.
xvi. Special outreach programs for veterans, teachers, emergency services, medical personnel, and other civic service occupations.
xvii. Any similar purpose stated in any City contract.

c. Reporting Requirement.

Tickets distributed by the City to, or at the behest of, a public official pursuant to this policy shall be documented in a completed FPPC Form 802 (see Attachment 1) or such other form(s) as the FPPC may designate. The completed Form 802 shall be filed with the City Clerk and posted on the City's website in a prominent fashion within 45 days after distribution of the tickets.

d. Return of Tickets.

Any public official may refuse or return any ticket to the City and not be required to report the tickets under either Form 802 or 700.

e. Use of Tickets Not for Public Purpose – Reported as income.

Any distribution or use of a ticket that does not meet the requirements of Section 4.b shall be subject to the "gift" definition of Government Code Section 82028 and reporting by the public official under Form 700 as income consistent with federal and state income tax laws.

f. Transfer Prohibition.

A public official who receives tickets distributed by the City according to this policy is prohibited from transferring or giving the tickets to any other person except to one guest solely for their attendance at the event or to members of the official's "immediate family" for their personal use. No person receiving a ticket or pass pursuant to this policy shall sell or receive reimbursement for the value of the ticket or pass. If a public official transfers a ticket received from the City to any another person, as opposed to returning the ticket to the City for redistribution, then the value of the ticket or tickets transferred shall constitute a gift and shall be reportable as provided by the regulations of the FPPC.

g. Policy Limited to Just Tickets.

If other benefits, such as food, beverages, or other items, are provided to the public official at an event and they are not included as part of the admission to the event, those benefits will need to be accounted for as gifts to the public official.

5. Responsibilities:
   a. City Manager.

   The City Council delegates the authority to distribute any ticket in accordance with this policy to the City Manager or their designee and such authority includes the power to distribute such a ticket to the City Councilmembers, the City Manager, or a department head, provided that doing so is not disproportionate, and is otherwise consistent with this policy.

   b. City Clerk.

   File Form 802 as required by the FPPC and post it on the City's website as required by Section 18944.1 of the FPPC Rules. Form 802s posted to the City's website shall be maintained on the City's website for a period of not less than four years and a link to the website location of the forms emailed to the FPPC.

Approved:

_____

Linda Smith, City Manager

Summary of Revisions

{Date} – Adopted by the City Council via Resolution No.

FAQs for Ticket Distribution Policy

1. The City is hosting an event and tickets are being sold to members of the public to attend the event. The City is purchasing tickets to distribute to public officials. Is this covered under the policy?

   YES. The Mayor or Councilmembers could have a ceremonial duty and there could be a public purpose in having staff attend, to be determined in accordance with the policy. A Form 802 would be filed.

2. There is a regional lunch or dinner for businesses, the Mayor, Councilmembers, and staff. For example: State of the City, State of the County, Tri-Valley Mayor's Summit. Is this covered under the policy?

   NO. This event is not covered under the policy, and also does not require the filing of a Form 802. This admission is not considered a ticket or pass for an event for entertainment, amusement, recreational, or similar purpose.

3. The Mayor and Councilmembers have been invited to pay to attend a non-profit's or community-based organization's fundraiser. Is this covered under the policy?

   NO. This is not covered under the policy because it is the Mayor or Councilmember requesting a ticket, versus the City distributing a ticket. The policy covers tickets that the City receives or purchases, and then distributes consistent with the policy.

4. The City sponsors a regional event and receives tickets for City Officials, or staff, or tickets are offered to the City by a sponsor of a regional event. Is this covered under the policy?

   YES. If there is a Ceremonial Role or the City Manager has designated a public purpose, determined in accordance with the policy, a Form 802 would be completed for the officials that attend.

5. A private reception is held by an organization or business and the Mayor, Councilmembers, and/or staff are invited. Is this covered under the policy?

   NO. This is a private event, and no tickets are being sold to the public. This event does not fall under the policy and no filing is required.

Agency Report of: Ceremonial Role Events and Ticket/Pass Distributions

A Public Document

1. Agency Name

Division, Department, or Region *(if applicable)*

Designated Agency Contact *(Name, Title)*

Area Code/Phone Number | **E-mail**

Date Stamp

California Form 802

For Official Use Only

☐ **Amendment** *(Must Provide Explanation in Part 3.)*

Date of Original Filing: _____ *(month, day, year)*

2. Function or Event Information

Does the agency have a ticket policy? Yes ☐ No ☐

Face Value of Each Ticket/Pass $ _____

Event Description: _____ *Provide Title/ Explanation*

Date(s) ____/____/____ ____/____/____

Ticket(s)/Pass(es) provided by agency? Yes ☐ No ☐

If no: _____ *Name of Source*

Was ticket distribution made at the behest of agency official? Yes ☐ No ☐

If yes: _____ *Official's Name (Last, First)*

3. Recipients

• Use Section A to identify the agency's department or unit. • Use Section B to identify an individual. • Use Section C to identify an outside organization.

A. Name of Agency, Department or Unit	Number of Ticket(s)/ Passes	Describe the public purpose made pursuant to the agency's policy

B. Name of Individual *(Last, First)*	Number of Ticket(s)/ Passes	Identify one of the following:
		Ceremonial Role ☐ Other ☐ Income ☐ *If checking "Ceremonial Role" or "Other" describe below:*
		Ceremonial Role ☐ Other ☐ Income ☐ *If checking "Ceremonial Role" or "Other" describe below:*

C. Name of Outside Organization (include address and description)	Number of Ticket(s)/ Passes	Describe the public purpose made pursuant to the agency's policy

4. Verification

I have read and understand FPPC Regulations 18944.1 and 18942. I have verified that the distribution set forth above, is in accordance with the requirements.

Signature of Agency Head or Designee | Print Name | Title | *(month, day, year)*

Comment: _____

Print Clear

Agency Report of: Ceremonial Role Events and Ticket/Pass Distributions

California Form 802

A Public Document

This form is for use by all state and local government agencies. The form identifies persons that receive admission tickets and passes and describes the public purpose for the distribution. This form was prepared by the Fair Political Practices Commission (FPPC) and is available at www.fppc.ca.gov.

General Information

FPPC Regulation 18944.1 sets out the circumstances under which an agency's distribution of tickets to entertainment events, sporting events, and like occasions would not result in a gift to individuals that attend the function. In general, the agency must adopt a policy which identifies the public purpose served in distributing the admissions. The Form 802 serves to detail each event and the public purpose of each ticket distribution. FPPC Regulation 18942 lists exceptions to reportable gifts, including ceremonial events, when listed on this form.

When the regulation procedures are followed, persons, organizations, or agencies who receive admissions are listed on a Form 802. Agency officials do not report the admissions on the official's Statement of Economic Interests, Form 700, and the value of the admission is not subject to the gift limit.

The Form 802 also informs the public as to whether the admissions were made at the behest of an agency official and whether the behested tickets were provided to an organization or to specific individuals.

Exception

FPPC This form is not required for admission provided to a school or university district official, coach, athletic director, or employee to attend an amateur event performed by students of that school or university.

Reporting and Public Posting

Ticket Distribution Policies: An agency must post its ticket policy on its website within 30 days of adoption or amendment and e-mail a link of the website location to FPPC at form802@fppc.ca.gov.

Form 802: The use of the ticket or pass under the policy must be reported on Form 802 and posted on the agency's website within 45 days of distribution. A link to the website location of the forms must be e-mailed to FPPC at form802@fppc.ca.gov.

The FPPC will post on its website the link to each agency's policy and completed forms. It is not necessary to send an e-mail each time a new Form 802 is posted. It is only necessary to submit the link if the posting location changes.

This form must be maintained as a public document.

Privacy Information Notice

Information requested by the FPPC is used to administer and enforce the Political Reform Act. Failure to provide information may be a violation subject to administrative, criminal, or civil penalties. All reports are public records available for inspection and reproduction. Direct questions to FPPC's General Counsel.

Instructions

Part 1. Agency Identification:
List the agency's name. Provide a designated agency contact person, their phone number, and e-mail address. Mark the amendment box if changing any information on a previously filed form and include the date of the original filing.

Part 2. Function or Event Information:
Confirm that your agency has a policy for ticket distribution. Unless the ceremonial role or income box in Part 3, Section B, is marked, this form is only applicable if your agency has a policy.

Complete all of the other required fields that identify the ticket value, description of event, date(s) and whether the ticket was provided by the agency or an outside source. If an agency official behests the tickets, the official's name is also required. Use the comment field or an attachment to explain in full.

Part 3. Ticket Recipients:
This part identifies who uses the tickets. The identification requirements vary depending upon who received the tickets and are categorized into three sections. Each section must list the number of tickets received. Use the comment field or an attachment to explain in full.

Section A. Report tickets distributed to agency staff, other than an elected official or governing board member, pursuant to the agency's policy. It is not necessary to list each employee's name, but identify the unit/department for which the employee works. The agency must describe the public purpose associated with the ticket distribution. A reference to the policy is permissible.

Section B. Report: 1) any agency official who performs a ceremonial role; 2) any agency official who reports the value as income; or 3) tickets used by elected officials and governing board members (including those distributed pursuant to the agency's policy).

Section C. Report tickets provided to an organization. The organization's name, an address (website url is permissible), and a brief description of the public purpose are required.

Agency Report of: Ceremonial Role Events and Ticket/Pass Distributions Continuation Sheet

California Form 802

A Public Document

Agency Name

3. Recipients

• Use Section A to identify the agency's department or unit. • Use Section B to identify an individual. • Use Section C to identify an outside organization.

A. Name of Agency, Department or Unit	Number of Ticket(s)/ Passes	Describe the public purpose made pursuant to the agency's policy

B. Name of Individual *(Last, First)*	Number of Ticket(s)/ Passes	Identify one of the following:
		Ceremonial Role ☐ Other ☐ Income ☐ *If checking "Ceremonial Role" or "Other" describe below:*
		Ceremonial Role ☐ Other ☐ Income ☐ *If checking "Ceremonial Role" or "Other" describe below:*
		Ceremonial Role ☐ Other ☐ Income ☐ *If checking "Ceremonial Role" or "Other" describe below:*
		Ceremonial Role ☐ Other ☐ Income ☐ *If checking "Ceremonial Role" or "Other" describe below:*

C. Name of Outside Organization (include address and description)	Number of Ticket(s)/ Passes	Describe the public purpose made pursuant to the agency's policy

Print Clear

Agenda Item 4.4

STAFF REPORT
CITY COUNCIL

DATE: December 6, 2022

TO: Honorable Mayor and City Councilmembers

FROM: Linda Smith, City Manager

SUBJECT: Annual Report of Developer Impact Fee Funds Deposits: Pursuant to Government Code Sections 66002, 66006, and 66008 (AB 1600)
Prepared by: Lisa Hisatomi, Director of Administrative Services

EXECUTIVE SUMMARY:

State law requires the City to review and report on an annual basis the status of development fees collected to finance public improvements. The report covers activity which occurred in these funds during Fiscal Year 2021-22. The analysis has determined that all funds held for more than five years are necessary to complete identified projects.

STAFF RECOMMENDATION:

Accept the report and adopt the Resolution Making Findings Regarding Unexpended Traffic Impact Fees for Fiscal Year 2021-22; and approve the budget change.

FINANCIAL IMPACT:

The financial impacts and accounting of development impact fees are discussed as part of the Staff Report. The Public Facility Impact Fees Fund received an advance from the General Fund Committed Reserve – Advance to Public Facility Fee designated by the City Council, for construction of parks and public facilities. The Fiscal Year 2021-22 advance was for Wallis Ranch Community Park and Jordan Ranch Neighborhood Square.

DESCRIPTION:

Background
Cities are authorized under State Law to require development applicants to contribute fees toward off-site public improvements, which are needed as a result of the new development. The law requires the City to review, on an annual basis, the status of development fees collected, and to provide a report 180 days from the end of the fiscal year. In addition, Government Code Section 66006(b)(2) requires the report to be included on the City Council meeting agenda at a public meeting not less than 15 days after the information was made available. In the event any fees

remain unexpended for more than five years, the City Council must adopt a resolution making certain findings related to the continued need for the funds to complete the improvements. If findings are not made to support the retention of the funds, the unexpended fees must be returned to the current owners of the subject property.

Major Components of the Report

The Fiscal Year 2021-22 Annual Report of Developer Funds (Attachment 2) provides information covering the period of July 1, 2021 through June 30, 2022. The law requires disclosure of numerous details with respect to activity in these accounts, including beginning and ending balances, collections for the year, expenditures for the year, interest earned, and any refunds. For this report, the City is providing information on the following funds:

- City Impact Fees:
  - Eastern Dublin Transportation Impact Fees (EDTIF)
  - Western Dublin Transportation Impact Fees (WDTIF)
  - Specific Project Mitigation Fee
  - Public Facilities Impact Fees
  - Fire Impact Fees
  - Dublin Crossing Transportation Fee
- Regional Impact/Mitigation Fees:
  - Tri Valley Transportation Development (TVTD) Fees
  - Regional Traffic Impact Fees Category 3 (Fee was included in EDTIF, suspended and replaced with TVTD Fees)
  - Dublin - Contra Costa County Traffic Impact Mitigation Fees
- Pass Through Fees:
  - Freeway Interchange Fees
  - BART Garage (Included in EDTIF)

The following (Table 1) is a high-level summary of the activity for the year including the beginning and ending balances.

Table 1: Annual Report of Developer Fees By Category (7/1/2021 - 6/30/2022)

Impact Fee Category	Beginning Balance (7/1/2021)	Additions: Fees Collected; Interest Revenue	Expenses: Project Costs; Interest; Loan Repayments; Pass-Through	Ending Balance (6/30/2022)	Change
Public Facility Fees	$22,347,412	$9,859,523	($10,891,255)	$21,315,680	($1,031,732)
Fire Impact Fees	$141,486	$172,221	($56,000)	$257,707	$116,221
Traffic Impact Fees	$27,502,353	$2,293,615	($614,199)	$29,181,770	$1,679,416
TOTAL	$49,991,251	$12,325,359	($11,561,454)	$50,755,157	$763,905

It is important to note that these fees are restricted and can only be used for the capital-related purposes for which they have been collected. Given the multi-year nature of the capital projects to be financed, it is expected that funds will be accumulated and used based on the timing of construction. During Fiscal Year 2021-22, the net balance of all funds reported increased by approximately $764,000, which was largely attributable to the net impact of Public Facility Fee and Traffic Impact Fee funds collected during the year, and expenditures for Parks and Streets capital improvement projects. A detailed accounting of each of the major categories is shown in the schedules included in Attachment 2.

Funds Remaining Unexpended More Than Five Years After Being Collected

One of the provisions in the State law regulating development fees is to regularly review funds collected and held for more than five years and to make certain findings to continue to hold those funds. Table 2 summarizes the accounts with contributions which have remained unexpended for more than five years.

Table 2: Summary of Accounts With Funds Remaining Unexpended
For Five Years or More After They Were Collected

Source of Fee	Fees Unspent for More Than 5 Years as of 6/30/2022	Fees Unspent for Less Than 5 Years	Accumulated Interest	Total Designated As of 6/30/2022	2022-27 CIP Remaining Project Costs
Mitigation Fund: Central Pkwy & Park Place Traffic Signal	$55,500	$0	$9,887	$65,387	$400,000
Eastern Dublin TIF1(1)	$8,165,752	$3,966,334	$1,662,307	$13,794,393	$10,589,158
Western Dublin TIF(2)	$1,317,574	$829,678	$226,668	$2,373,920	$1,983,860
Dublin - Contra Costa County Traffic Impact Mitigation Fees	$3,299,388	$1,850,833	$550,279	$5,700,500	$5,464,338
Tri-Valley Transportation Development Fee	$2,772,121	$2,617,690	$565,538	$5,955,348	$5,511,486

1) 15 projects in EDTIF fee program will be undertaken beyond the current CIP time frame, totaling approximately $62 million
2) 8 projects in the WDTIF fee program will be undertaken beyond the current CIP time frame, totaling approximately $8.8 million

Proposed Resolution Making Necessary Findings

To be able to retain fees longer than five years, certain findings must be made by the City Council. Without this action, the fees would need to be refunded. All fees summarized in the previous section of this report have identified projects that will require the funding in the future. The funding needed includes the accumulated interest, which is allocated to and expended on only the authorized projects. Adoption of the Resolution (Attachment 1) will allow the City to continue to retain the fees to fund the projects for which they were collected.

Right to Reimbursement

As part of the Consolidated Impact Fee Administrative Guidelines, there are provisions for the City to annually evaluate impact fee balances held by the City. Staff is to evaluate possible use of funds collected to reduce Impact Fee Credits that have converted to a Right to Reimbursement (RTR).

When a developer is granted an Impact Fee Credit, the initial credit period is 10 years. During that time the credit can be applied against fees owed. At the end of the credit period, a developer has an option to extend the credit period in perpetuity or convert to an RTR. The RTR continues for 10 years, and any unpaid amount is forfeited at the end of the RTR period.

The following is a summary of current impact fee RTR balances:

- Eastern Dublin TIF - $3,059
- Fire - $1,438,824

Staff recommends the City Council approve a budget change in the amount of $200,000 for reimbursement of Fire Impact Fee credits.

STRATEGIC PLAN INITIATIVE:

None.

NOTICING REQUIREMENTS/PUBLIC OUTREACH:

Government Code Section 66006(b)(2) requires the report to be included on the City Council meeting agenda at a public meeting not less than 15 days after the information was made available. Staff previously made available to the public a draft copy of this report on Friday, November 18, 2022. In addition, the Government Code Section requires that notice of the meeting shall be mailed, at least 15 days prior to the meeting, to any interested party who files a written request with the local agency for mailed notice of the meeting. The Administrative Services Department mailed notices to interested parties who have filed requests in the past.

ATTACHMENTS:

1) Resolution Making Findings Regarding Unexpended Traffic Impact Fees for Fiscal Year 2021-22
2) Annual Report of Developer Impact Fee Funds for the Year Ended June 30, 2022
3) Budget Change Form

RESOLUTION NO. XX - 22

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUBLIN

MAKING FINDINGS REGARDING UNEXPENDED TRAFFIC IMPACT FEES FOR FISCAL YEAR 2021-22

WHEREAS, the City has collected contributions for completion of off-site public traffic improvements needed as a result of new development, which will not be expended within five years after deposit. The improvements are described in the Fiscal Year 2022-2027 Capital Improvement Program and include the improvements described below:

Source of Fee	Unexpended Developer Fees as of June 30, 2022
1. Project Specific Mitigation: Central Parkway & Park Place Drive Traffic Signal	$55,500
2. Eastern Dublin Transportation Impact Fee	$8,165,752
3. Western Dublin Transportation Impact Fee	$1,317,574
4. Dublin - Contra Costa County Traffic Impact Mitigation Fees	$3,299,388
5. Tri-Valley Transportation Development Fee	$2,772,121

WHEREAS, the contributions and fees and their associated projects described in the recital above are referred to as the "Traffic Improvements."

NOW, THEREFORE, BE IT RESOLVED that the City Council of City of Dublin hereby find and determine that the foregoing recitals and determinations are true and correct:

A. The contributions and fees which have been collected for the Traffic Improvements will remain unexpended after Fiscal Year 2021-22.

B. The contributions and fees which have been collected for the Traffic Improvements will remain committed for construction of the improvements identified in the adopted Capital Improvement Program.

C. The purpose for which the contributions and fees will be used is construction of the Traffic Improvements, as described above and in the 2022-2027 Capital Improvement Program.

D. The contributions and fees were collected to make the Traffic Improvements, which improvements will mitigate traffic impacts caused by the new development projects which paid the fees.

E. The contributions and fees which have been collected for the Traffic Improvements are needed for construction of the Traffic Improvements.

PASSED, APPROVED, AND ADOPTED this 6th day of December 2022, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

_____
Mayor

ATTEST:

_____
City Clerk

City of Dublin
Annual Report of Developer Impact Fee Funds Deposits
For the Year Ended June 30, 2022

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Data Available to Public November 18, 2022
Presented City Council Meeting December 8, 2022

SECTION 1
TABLE OF IMPACT FEE DISCLOSURE REQUIREMENTS
WITH CROSS REFERENCES

Government Code Section	Requirement	Information Found In City Report At
	Provide the following:	
66006 (b) (A)	1. A brief description of each of the City's impact fees.	Section 2, Part A
66006 (b) (B)	2. The amount charged for the City's impact fees.	Section 2, Part B
66006 (b) (C)	3. The beginning and ending balance for the City's impact fee accounts.	Section 4 and Section 5
66006 (b) (D)	4. The amount of fees collected and interest earned.	Section 4, Section 5, And Section 5A
66006 (b) (E)	5. An identification of each public improvement on which fees were expended and the amount of the expenditures on each improvement, including the total percentage of the cost of the public improvement that was funded with fees.	Section 6
66006 (b) (F)	6. An identification of an approximate date by which the construction of the public improvement will commence if the local agency determines that sufficient funds have been collected to complete financing on an incomplete public improvement, as identified in paragraph (2) of subdivision (a) of Section 66001, and the public improvement remains incomplete.	Section 3, Part B
66006 (b) (G)	7. A description of each interfund transfer or loan made from the account or fund, including the public improvement on which the transferred or loaned fees will be expended, and, in the case of an interfund loan, the date on which the loan will be repaid, and the rate of interest that the account or fund will receive on the loan.	Section 3, Part A
66006 (b) (H)	8. The amount of refunds made pursuant to subdivision (e) of Section 66001 and any allocations pursuant to subdivision (f) of Section 66001.	Section 3, Part C

SECTION 1
TABLE OF IMPACT FEE DISCLOSURE REQUIREMENTS
WITH CROSS REFERENCES

Government Code Section	Requirement	Information Found In City Report At
66001 (d)	9. For the fifth year following the first deposit into the account or fund, and every five years thereafter, the City shall make all of the following findings with respect to those portions of the impact fee remaining unexpended, whether committed or uncommitted.	Section 3, Part B and attached Resolution for items a-e below.
66001 (d) (1)	a. Identify the purpose to which the fee is to be used for.	
66001 (d) (2)	b. Demonstrate a reasonable relationship between the fee and the purpose for which it is charged.	
66001 (d) (3)	c. Identify all sources and amounts of funding anticipated to complete financing in incomplete improvements.	
66001 (d) (4)	d. Designate the approximate dates on which the funding referred to in item c above is expected to be deposited into the appropriate account or fund.	
66006 (b) (1) (F)	e. When sufficient funds have been collected, the agency shall identify, within 180 days of the determination that sufficient funds have been collected, an approximate date by which the construction of the public improvements will commence.	

SECTION 2
DESCRIPTION OF IMPACT FEES

A. DESCRIPTION OF THE CITY'S IMPACT FEES

The City of Dublin has established the following Impact Fees and Traffic Mitigation Contributions:

- Eastern Dublin Transportation Impact Fee (Eastern Dublin Traffic Impact Fees), include BART Garage Fee, Regional Traffic Impact Fees Category 3
- Western Dublin Transportation Impact Fee (Downtown Traffic Impact Fee)
- Public Facilities Impact Fees
- Fire Impact Fees
- Tri Valley Transportation Development Fees
- Freeway Interchange Fees
- Dublin – Contra Costa Traffic Impact Mitigation Fees
- Dublin Crossing Transportation Fee
- Specific Project Mitigation Fee

These impact fees were established to pay for the design, development and construction of public improvement projects for: streets; public facilities; parks; fire capital expansion projects and community amenities.

B. AMOUNTS CHARGED BY THE CITY FOR IMPACT FEES AND PUBLIC IMPROVEMENTS FUNDED BY THESE FEES

The amounts charged for the impact fees noted above are dependent upon the type and size of a particular development and were based upon related studies, conducted prior to the adoption of the fees. The City Council has adopted and imposed the subject fees through the passage of the following resolutions. These fees are updated on an annual basis based upon various cost indexes described in further detail as part of the resolutions for these fees:

Impact Fee	Resolution / Ordinance
Eastern Dublin Traffic Impact Fees	Resolution 1-95 Amended by Resolution 41-96, 225-99, 111-04, 41-09, 40-10, 144-21
Western Dublin Transportation Impact Fee (Downtown Traffic Impact Fee)	Resolution 210-04 Amended by Resolutions 47-09, 147-16
Public Facility Impact Fees	Resolution 32-96 Amended by Resolutions 60-99, 214-02, 45-09, 134-15, 110-17
Fire Impact Fees	Resolution 37-97 Amended by Resolutions 208-00,12-03, 77-05, 46-09, 111-17
Tri-Valley Transportation Development Fees	Resolution 89-98 Amended by Resolutions 85-99, 87-03, 68-15, 86-22
Freeway Interchange Fees	Resolution 11-96 Amended by Resolution 155-98
Dublin – Contra Costa Traffic Impact Mitigation Fees.	Resolution 74-00 and Contra Costa County Ordinance No. 2000-24
Dublin Crossing Transportation Fee	Ordinance 08-13
Specific Project Mitigation Fee	Project Condition of Approval

SECTION 2
DESCRIPTION OF IMPACT FEES

The studies and supporting documentation presented or adopted as part of the resolutions noted above identify the public improvements that those fees will be used to finance. These studies also show that there is a reasonable relationship: a.) between the fees' use and the type of development project on which the fee is imposed; and b.) between the need for the public facility and the type of development project on which the fee is imposed.

SECTION 3
STATUS OF FUNDS

A. INTERFUND LOANS AND TRANSFERS OF IMPACT FEES

No inter-fund loans or transfers of impact fees were granted to other funds during Fiscal Year 2021-22. Public Facility Impact Fees Fund received an advance from General Fund Committed Reserve – Advance to Public Facility Fee designated by the City Council, for construction of parks and public facilities. Fiscal Year 2021-22 General Fund advance was for Wallis Ranch Community Park and Jordan Ranch Neighborhood Square.

B. ANALYSIS OF FEES LEVIED AGAINST DEVELOPMENT PROJECTS IN ACCORDANCE WITH SEC. 66001 OF THE (CGC) AND UNSPENT AFTER 5 YEARS

The purpose of the review was to identify monies that have been collected and held for a period of more than five years and to make appropriate disclosures.

The City of Dublin has analyzed the balance of monies held, at the beginning of Fiscal Year 2021-22 (July 1, 2021). The balances were evaluated based on "developer fees collected' separate from interest revenue. As of July 1, 2021, there was one project involving the use of Traffic Mitigation Contributions, which has developer fees that continued to be held for more than five years. There were also four impact fees that have developer fees that continued to be held for more than five years. In accordance with State Law, the City Council has previously adopted Resolution #132-21 on December 7, 2021 declaring the need to continue to maintain the funds. The projects using the impact fees as funding sources are included in the City of Dublin Five Year Capital Improvement Program 2022–2027. Based on expenditures during Fiscal Year 2021-22, as of June 30, 2022, there is one project that uses Traffic Mitigation Contributions which has developer fees that continued to be held for more than five years. Eastern Dublin Transportation Impact fee, Western Dublin Transportation Impact Fee, Dublin – Contra Costa Traffic Mitigation Fee, and Tri-Valley Transportation Development Fees also have developer funds collected and held for more than five years. Details related to the projects which have funds held for more than five years are identified below:

1. CENTRAL PARKWAY & PARK PLACE (FORMERLY SYBASE DRIVE) TRAFFIC SIGNAL

Mitigation Source	Unspent Developer Fees Held More Than 5 Years	Remaining Project Costs (Estimate)
Central Parkway & Park Place Traffic Signal	$55,500	$400,000

Description of Project: This project will install a traffic signal at the existing intersection of Central Parkway and Park Place (formerly Sybase Drive). Mitigation fees were paid to partially fund the intersection improvements as a condition of approval of the Sybase Corporate Headquarters Facility, Planning Commission Resolution No. 00-23. The signal installation is required as a condition of approval of phase 2 of the Zeiss Innovation Center project.

Source of Funding: Traffic Mitigation Contribution.

Approximate Project Completion Date: The project will be completed based on Phase 2 of the Zeiss Innovation Project timeline.

2. EASTERN DUBLIN TRANSPORTATION IMPACT FEE (EDTIF)

Funding Source	Unspent Developer Fees Held More Than 5 Years	Remaining Project Costs as Identified in CIP
EDTIF	$8,165,752	$10,589,158

Description of Projects: This fee is collected for all the Eastern Dublin Transportation Impact Fee projects contained within the Eastern Dublin Transportation Impact Fee program. Of the projects that are contained within the program, five projects are currently in process, as part of the adopted City of Dublin Five Year Capital Improvement Program 2022–2027. Those projects are: Citywide Signal Communications Upgrade (CIP No. ST0713), Dublin Boulevard Extension – Fallon Road to North Canyons Parkway (CIP No. ST0216), Tassajara Road Improvements – North Dublin Ranch Drive to Quarry Lane School (CIP No. ST0119), Iron Horse Trail Bridge at Dublin Boulevard (CIP No. ST0118), and Tassajara Road Realignment and Widening – Fallon Road to North City Limit (CIP No. ST0116). There are fifteen other projects within the Eastern Dublin Transportation Impact Fee program, which will be completed outside the current 5-year CIP planning horizon.

Approximate Project Completion Dates: The Citywide Signal Communications Upgrade (CIP No. ST0713) is a multi-year project, which includes an update to the City of Dublin Travel Demand Forecasting Model. In April 2021, project resulted in the City Council adopting a resolution establishing the CEQA transportation thresholds of significance for VMT. Final design of the Dublin Boulevard Extension project (CIP No. ST0216) is anticipated to be completed in 2023. Both Tassajara Road projects (CIP No. ST0116 and ST0119) began design in Fiscal Year 2019-2020, with Contra Costa County taking lead on the design for CIP No. ST0116. Construction of both projects is anticipated to begin in late 2023 or early 2024. The Iron Horse Trail Bridge at Dublin Boulevard (CIP No. ST0118) is currently in construction and anticipated to be complete in 2023.

3. WESTERN DUBLIN TRANSPORTATION IMPACT FEE (WDTIF)

Funding Source	Unspent Developer Fees Held More Than 5 Years	Remaining Project Costs as Identified in CIP
WDTIF	$1,317,574	$1,983,860

Description of Projects: This fee is collected for all the projects contained within the Western Dublin Transportation Impact Fee (WDTIF) program, which was updated in September 2016. Of the projects that are contained within the program, three projects are currently in process, as part of the adopted City of Dublin Five Year Capital Improvement Program 2022–2027. The projects are: Golden Gate Drive Intersection Improvements – Dublin Blvd and St. Patrick Wy (CIP No. ST0423); Amador Plaza Road Bicycle and Pedestrian Improvements (CIP No. ST0815), which will widen the roadway for a new right-turn lane from southbound Amador Plaza Road to Dublin Boulevard; Citywide Signal Communications Upgrade (CIP No. ST0713), which will update the existing City of Dublin Travel Demand Forecasting Model to provide traffic flow projections on the arterial and collector roadways as well as analyze future land use development proposals and transportation network changes in the City.

Approximate Project Completion Dates: The design phase for the Golden Gate Drive Intersection Improvements – Dublin Blvd and St. Patrick Wy (CIP No. ST0423) is anticipated to

begin in FY 2022-23. The Amador Plaza Road Bicycle and Pedestrian Improvements project (CIP No. ST0815) is in final design. Pending the necessary right-of-way acquisition from one property owner, the project construction is anticipated to begin in 2023 or later. City of Dublin Travel Demand Forecasting Model update resulted in the City Council adopting a resolution establishing the CEQA transportation thresholds of significance for VMT in April 2021 and currently the update is being used to analyze the proposed development in the downtown area of the City.

4. DUBLIN – CONTRA COSTA TRAFFIC IMPACT MITIGATION FEES

Funding Source	Unspent Developer Fees Held More Than 5 Years	Remaining Project Costs as Identified in CIP
Dublin – Contra Costa Traffic Mitigation Fee	$3,299,388	$5,464,338

Description of Projects: This fee is imposed by Contra Costa County for the Dougherty Valley project to pay for the project proportionate net impact on roads in the City of Dublin. The fee was established through a Joint Exercise of Powers Agreement for Contra Costa County to collect and remit the fee to the City of Dublin. The funds have been used by the City to construct improvements to which Dougherty Valley development contributes a need. There are two projects utilizing the funds in the adopted City of Dublin Five Year Capital Improvement Program 2022–2027. One project is Tassajara Road Improvements – North Dublin Ranch Drive to Quarry Lane School (CIP No. ST0119). The other project is Tassajara Road Realignment and Widening - Fallon Road to North City Limit (CIP No. ST0116). Both projects will complete street improvements to Tassajara Road.

Approximate Project Completion Dates: Both Tassajara Road projects (CIP No. ST0116 and ST0119) began design in Fiscal Year 2019-2020, with Contra Costa County taking lead on the design for CIP No. ST0116. Construction of both projects is anticipated to begin in late 2023 or early 2024.

5. TRI-VALLEY TRANSPORTATION DEVELOPMENT FEES (TVTD)

Funding Source	Unspent Developer Fees Held More Than 5 Years	Remaining Project Costs as Identified in CIP
TVTD	$2,772,121	$5,511,486

Description of Projects: This fee is collected for all projects contained within the Tri-Valley Transportation Development Fee (TVTD) program, which was established through a Joint Exercise of Powers Agreement entered on April 22, 1998, between the City of Dublin, City of Livermore, City of Pleasanton, City of San Ramon, Town of Danville, County of Alameda, and County of Contra Costa. There are four TVTD projects in the adopted City of Dublin Five Year Capital Improvement Program 2022–2027. One TVTD project is Tassajara Road Realignment and Widening – Fallon Road to North City Limit (CIP No. ST0116). The second TVTD project is Tassajara Road Improvements – North Dublin Ranch Drive to Quarry Lane School (CIP No. ST0119). Both projects will complete street improvements to Tassajara Road. The third TVTD project is Iron Horse Trail Bridge at Dublin Boulevard (CIP No. ST0118), which will provide a grade separated trail crossing for pedestrians and bicycles. The fourth TVTD project is Dublin Boulevard Extension – Fallon Road to North Canyons Parkway (CIP No. ST0216), which will extend Dublin

Boulevard to the Dublin city limits, through unincorporated Alameda County, and connect to North Canyons Parkway in the City of Livermore.

Approximate Project Completion Dates: Both Tassajara Road projects (CIP No. ST0116 and ST0119) began design in Fiscal Year 2019-2020, with Contra Costa County taking lead on the design for CIP No. ST0116. Construction of both Tassajara Road projects is anticipated to begin in late 2023 or early 2024 The Iron Horse Trail Bridge at Dublin Boulevard project is in construction and anticipated to be completed in 2023. Final design of the Dublin Boulevard Extension project (CIP No. ST0216) is anticipated to be completed in 2023.

C. REFUNDS

No refunds were made during Fiscal Year 2021-22.

D. RETIREMENT OF IMPACT FEE OBLIGATIONS

During Fiscal Year 2021-22, $56,000 was made to retire Fire Impact Fee obligations.

SECTION 4
CITY OF DUBLIN CAPITAL IMPACT FEE REPORT
FEES BY MAJOR CATEGORY (Activity July 1, 2021 - June 30, 2022)

	PUBLIC FACILITY FEES Funds 4101-4111	FIRE FACILITY IMPACT FEES Fund 4201	TRAFFIC IMPACT FEES (ALL CATEGORIES) Funds 4301-4311 Detail In Schedule 5	GRAND TOTAL
Ending Available 6/30/2021	$22,347,411.67	$141,485.82	$27,502,353.52	**$49,991,251.01**
Fees Collected: 7/1/2021-6/30/2022	9,477,971.26	170,550.41	1,975,342.00	**11,623,863.67**
Interest 7/1/2021 - 6/30/2022	381,551.96	1,670.97	318,273.15	**701,496.08**
Less 2021-22 Expenditures				
Project Expenditures	(10,891,254.50)	(56,000.00)	(542,822.52)	**(11,490,077.02)**
Refund Fee Paid			-	**-**
Retirement of Impact Fee Obligations			-	**-**
Refunds Per CGC 66001(e)/(f)				**-**
Pass Through Funds (See Schedule 5)			(71,375.78)	**(71,375.78)**
Ending Balance 6/30/2022	**$21,315,680.39**	**$257,707.20**	**$29,181,770.37**	**$50,755,157.96**

SECTION 5
CITY OF DUBLIN CAPITAL IMPACT FEE REPORT
BREAKDOWN OF TRAFFIC IMPACT FEE FUNDS (Activity July 1, 2021 - June 30, 2022)

ATEGORY (Activity July 1, 2021 - June 30, 2022)

	LOCAL TRAFFIC IMPACT FEES				
	EASTERN DUBLIN TRANSPORTATION IMPACT FEE		WESTERN DUBLIN TRANSPORTATION IMPACT FEE	DUBLIN CROSSING TRANSPORTATION FEE	SUB-TOTAL "A" TRAFFIC IMPACT FEES
	Fund #4301	Fund # 4302	Fund # 4304	Fund #4311	
Ending Available 6/30/2021	$10,694,043.37	$2,883,336.15	$1,684,380.51	$106,145.57	**$15,367,905.60**
Fees Collected: 7/1/2021-6/30/2022	177,427.96	58,411.16	691,805.77	386,604.20	**1,314,249.09**
Interest 7/1/2021 - 6/30/2022	119,825.32	32,583.91	25,011.37	-	**177,420.60**
(Less: 2021-22 Expenditures)					
Traffic Improvements	(171,234.94)	-	(27,277.57)		**(198,512.51)**
Retirement of Impact Fee Obligations		-			**-**
Refund Fee Paid					**-**
Refunds Per CGC 66001(e)/(f)					**-**
Ending Balance 6/30/2022	**$10,820,061.71**	**$2,974,331.22**	**$2,373,920.08**	**$492,749.77**	**$16,661,062.78**

	REGIONAL/MITIGATION TRAFFIC IMPACT FEES				
	Regional Traffic Impact Fees Category 3	DUBLIN - CONTRA COSTA COUNTY MITIGATION	TRI-VALLEY TRANSPORTATION DEVELOPMENT FEE	SPECIFIC PROJECT MITIGATION FEE (See 5A for Breakdown)	SUB-TOTAL "B" OTHER FEES
	Fund # 4303	Fund # 4305	Fund # 4306	Fund # 4309	
Ending Available 6/30/2021	$432,709.83	$5,637,220.76	$5,618,853.48	$445,663.85	**$12,134,447.92**
Fees Collected: 7/1/2021-6/30/2022	-		589,717.13	-	**589,717.13**
Interest 7/1/2021 - 6/30/2022	4,813.69	63,279.35	69,789.81	2,969.70	**140,852.55**
(Less: 2021-22 Expenditures)					
Traffic Improvements	(21,297.94)		(323,012.07)		**(344,310.01)**
Refunds Per CGC 66001(e)/(f)					
Ending Balance 6/30/2022	**$416,225.58**	**$5,700,500.11**	**$5,955,348.35**	**$448,633.55**	**$12,520,707.59**

	PASS-THROUGH	
	FREEWAY INTERCHANGE & BART GARAGE	GRAND TOTAL TRAFFIC FEES (Pass-Through+ "A" + "B")
Ending Available 6/30/2021	-	**$27,502,353.52**
Fees Collected: 7/1/2021-6/30/2022	$71,375.78	**1,975,342.00**
Interest 7/1/2021 - 6/30/2022		**318,273.15**
(Less: 2021-22 Expenditures)		
Traffic Improvements		**(542,822.52)**
Retirement of Impact Fee Obligations		
Refund Fee Paid		
Refunds Per CGC 66001(e)/(f)		
BART Garage Reimbursements - ACSPA	(65.40)	**(65.40)**
Freeway Interchange Reimbursements - City of Pleasanton	(71,310.38)	**(71,310.38)**
Ending Balance 6/30/2022	*	**$29,181,770.37**

* Note "Pass-Through" Balance excludes Year-End Interest accrual recorded as a liability.

SECTION 5A
CITY OF DUBLIN CAPITAL IMPACT FEE REPORT
DETAIL OF TRAFFIC MITIGATION CONTRIBUTIONS (From July 1, 2021 - June 30, 2022)

FEES BY MAJOR CATEGORY (Activity July 1, 2021 - June 30, 2022)

	4309.41018 Dougherty / Scarlett Intersection	4309.41009 Park Place Traffic Signal
CIP PROJECT #	ST0117	Not Yet Assigned
Ending Available 6/30/2021	$45,988.82	$65,008.88
Fees Collected: 7/1/2021-6/30/2022		
Interest 7/1/2021 - 6/30/2022	313.12	377.95
(Less: 2021-22 Expenditures)		
Refunds Per CGC 66001(e)/(f)		
Ending Balance 6/30/2022	$46,301.94	$65,386.83

	4309.41005 Dougherty / Amador Valley Intersection	4309.41019 Dublin Blvd / Hacienda Intersection	**GRAND TOTAL**
CIP PROJECT #	Not Yet Assigned	Not Yet Assigned	
Ending Available 6/30/2021	$305,948.86	$28,717.29	**$445,663.85**
Fees Collected: 7/1/2021-6/30/2022			
Interest 7/1/2021 - 6/30/2022	2,083.10	195.53	**2,969.70**
(Less: 2021-22 Expenditures)			**-**
Refunds Per CGC 66001(e)/(f)			**-**
Ending Balance 6/30/2022	$308,031.96	$28,912.82	**$448,633.55**

SECTION 6
CITY OF DUBLIN IMPACT FEE REPORT
SCHEDULE OF FUNDING FOR PUBLIC IMPROVEMENTS & PERCENTAGE DEVELOPER FEES
FEES BY MAJOR CATEGORY (Activity July 1, 2021 - June 30, 2022)

CIP #	Project Name	Fiscal Year 2021-22 Expenditures (Developer Fee Funds)	Fiscal Year 2021-22 Expenditures (Other Funds)	Total Project Expenditures (Fiscal Year)	% From Developer Fees
PUBLIC FACILITY FEES					
gi0120	Cultural Arts Center	211,225.34		211,225.34	100%
pk0115	Don Biddle Community Park	4,227,473.14	1,424,807.41	5,652,280.55	75%
pk0105	Emerald Glen Park Rec. & Aquatic Complex	$85,760.13		$85,760.13	100%
pk0119	Fallon Sports Park - Phase 3	5,848,842.48		5,848,842.48	100%
pk0322	Jordan Ranch Neighborhood Square	17,928.08		17,928.08	100%
pk0421	Wallis Ranch Community Park	317,614.78		317,614.78	100%
pk0422	Iron Horse Nature Park and Open Space	182,410.55		182,410.55	100%
TOTAL PUBLIC FACILITY FEE PROJECTS		**$10,891,254.50**	**$1,424,807.41**	**$12,316,061.91**	**88%**
FIRE FACILITY FEE					
	Fire Impact Fee Right to Reimbursement	56,000.00		56,000.00	100%
TOTAL FIRE FACILITY FEE EXPENDITURE		**$56,000.00**		**$56,000.00**	**100%**
TRAFFIC IMPACT FEES (Excludes "Pass -Through" Payments - BART GARAGE & INTERCHANGE FEES)					
Ops Program	**TIF Administration**				
	EDTIF Update (Fund 4301)	$13,679.33		$13,679.33	
	Dept. Operating Budget Total	**$13,679.33**		**$13,679.33**	**100%**
st0713	**Citywide Signal Comm. Upgrade**				
	EDTIF (Fund 4301)	$21,089.50			
	WDTIF (Fund 4304)	27,277.57			
	st0713 Total	**$48,367.07**	**$86,750.86**	**$135,117.93**	**36%**
st0216	**Dublin Blvd Extension**				
	EDTIF (Fund 4301)	$48,213.90		$48,213.90	
	st0216 Total	**$48,213.90**		**$48,213.90**	**100%**
st0116	**Tassajara Road Realignment and Design**				
	EDTIF (Fund 4101)	$88,252.21		$88,252.21	
	EDTIF3 (Fund 4303)	$21,297.94		$21,297.94	
	st0116 Total	**$109,550.15**		**$109,550.15**	**100%**
st0119	**Tassajara Rd Impvts - N Dublin to Quarry Ln School**				
	TVTD (Fund 4306)	$323,012.07		$323,012.07	
	st0119 Total	**$323,012.07**		**$323,012.07**	**100%**
TOTAL TRAFFIC IMPACT FEE PROJECTS		**$542,822.52**	**$86,750.86**	**$629,573.38**	**86%**

CITY OF DUBLIN
FISCAL YEAR 2022-23
BUDGET CHANGE FORM

Budget Change Reference #: _____

City Council's Approval Required

From Un-Appropriated Reserves X Budget Transfer Between Funds _____

From Designated Reserves _____ Other _____

Account	Amount	Account	Amount
Fire Impact Fee - Non-Dept - Impact Fee Obligation			
42010010.86101	$200,000.00		

REASON FOR BUDGET CHANGE

Right to Reimbursement for Fire Impact Fee credit

As Presented at the City Council Meeting **12/6/2022**

************Finance Use Only************

Posted By: _____ Date: _____

Agenda Item 4.5

STAFF REPORT
CITY COUNCIL

DATE: December 6, 2022

TO: Honorable Mayor and City Councilmembers

FROM: Linda Smith, City Manager

SUBJECT: Resolution Amending Bylaws and Rules of Procedure of the Senior Center Advisory Committee and Heritage and Cultural Arts Commission
Prepared by: Tyler Phillips, Recreation Supervisor

EXECUTIVE SUMMARY:

The City Council will consider amending the Bylaws and Rules of Procedure to update language for the Senior Center Advisory Committee and Heritage and Cultural Arts Commission to address meeting frequency and other non-substantive changes.

STAFF RECOMMENDATION:

Adopt the **Resolution** Amending and Restating the Bylaws and Rules of Procedure for the Senior Center Advisory Committee and the Heritage and Cultural Arts Commission.

FINANCIAL IMPACT:

None.

DESCRIPTION:

In preparation for 2023 and from feedback received from advisory and commission members, Staff completed a review of the Bylaws and Rules of Procedure for the Senior Center Advisory Committee and the Heritage and Cultural Arts Commission and is recommending the changes discussed below.

Senior Center Advisory Committee (SCAC)
At its regular meeting on October 6, 2022, the Senior Center Advisory Committee made a recommendation to the City Council to amend Article VI, Section I of the Bylaws and Rules of Procedure to update the meeting frequency from at least one time per month, to at least four times per year. The frequency of meetings has been updated to state: "The Advisory Committee shall endeavor to hold at least four meetings per year (February, May, August, November)." Staff values

the input and guidance that the SCAC provides, and this revision will make the best use of committee members' time.

Heritage and Cultural Arts Commission (HCAC)
Article II, Section 2 regarding the method of appointment has been updated to give the Mayor and City Council a broader pool of potential appointees. The revised bylaws
reflect the removal of the Dublin Historical Preservation Association and the addition of the following: "consideration shall be given to persons who are specifically qualified by reason of training, experience, interest or involvement in arts and/or heritage, particularly as related to history preservation, artistic, and cultural activities in the City."

STRATEGIC PLAN INITIATIVE:

None.

NOTICING REQUIREMENTS/PUBLIC OUTREACH:

The amended Bylaws and Rules of Procedure were distributed to the Heritage and Cultural Arts Commission and Senior Center Advisory Committee, and the City Council Agenda was posted.

ATTACHMENTS:

1) Resolution Amending and Restating the Bylaws and Rules of Procedure for the Senior Center Advisory Committee and Heritage and Cultural Arts Commission
2) Exhibit A to the Resolution – Senior Center Advisory Committee
3) Exhibit B to the Resolution – Heritage and Cultural Arts Commission
4) Bylaws and Rules of Procedure (Redline)

RESOLUTION NO. XX – 22

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUBLIN

AMENDING AND RESTATING THE BYLAWS AND RULES OF PROCEDURE FOR THE SENIOR CENTER ADVISORY COMMITTEE AND HERITAGE AND CULTURAL ARTS COMMISSION

WHEREAS, the Bylaws and Rules of Procedure for the Senior Center Advisory Committee were adopted by Resolution 48-92 and amended by Resolutions 130-02, 138-92, 213-03, 162-08, 125-09, 18-16, 101-20, and 11-21; and

WHEREAS, the Bylaws and Rules of Procedure for the Heritage and Cultural Arts Commission were adopted by Resolution 132-99 and amended by Resolutions 219-02, 161-08, 124-09, 17-16, 101-20, and 11-21; and

WHEREAS, it is necessary to periodically review the Bylaws and Rules of Procedure to ensure that they are still reflective of the Commission and Committee's charge and to make minor clarifications if deemed necessary; and

WHEREAS, the Heritage and Cultural Arts Commission, and Senior Center Advisory Committee, have been notified of the recommended changes to the bylaws and rules of procedure.

NOW, THEREFORE, BE IT RESOLVED THAT the City Council of the City of Dublin hereby adopts the amended and restated Bylaws and Rules of Procedure for the Senior Center Advisory Committee and Heritage and Cultural Arts Commission as attached hereto as **Exhibits A and B**.

PASSED, APPROVED AND ADOPTED this 6th day of December 2022, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

_____
Mayor

ATTEST:

_____
City Clerk

CITY OF DUBLIN
SENIOR CENTER ADVISORY COMMITTEE
BYLAWS AND RULES OF PROCEDURE

ARTICLE I
GENERAL ROVISIONS

Section 1. These Rules of Procedure shall be known as the Bylaws and Rules of Procedure of the Dublin Senior Center Advisory Committee of the City of Dublin. A copy of these Rules and amendments thereto, shall be filed in the offices of the City Clerk for examination by the public.

Section 2. These Rules and any amendments hereto shall be effective on the date of the adoption hereof, and shall govern the meetings and activities of the Advisory Committee.

ARTICLE II
COMMITTEE COMPOSITION AND METHOD OF APPOINTMENT

Section 1. The Advisory Committee shall be composed of five members ("members" or "Committee Members") and two alternate members ("alternates" or "Alternate Committee Members"). One alternate shall be designated as first alternate or "A1." The other alternate shall be designated as second alternate or "A2." The Mayor shall make all appointments to the Commission, with the approval of the City Council.

Section 2. Committee members and alternates may resign at any time giving written notice to the Mayor, City Clerk, and Senior Center Staff.

Section 3. One member of the Parks and Community Services Commission shall serve as a liaison to the Advisory Committee.

ARTICLE III
TERM OF OFFICE AND REMOVAL

Section 1. Committee members shall be appointed for terms which run four years. Alternates shall be appointed for a term of two years. Terms shall begin in January following even-numbered election years and end in December of an even-numbered election year (or until successors are appointed). At the end of a Committee member's or alternate's term, the Committee member or alternate may be reappointed to the Committee in the same manner as the initial appointment. Committee members shall be eligible to serve a maximum of eight years with two four-year terms. No term limit shall apply to alternates.

Section 2. Any member or alternate of the Advisory Committee may be removed from office with the approval of a majority of the City Council. Removal and appointment of Advisory Committee Members and Alternate Committee Members shall be made only at a regularly scheduled meeting of the City Council.

Section 3. Committee Members and Alternate Committee Members should endeavor to attend all regular and special meetings of the Advisory Committee. The Secretary to the Advisory Committee shall provide the Mayor with quarterly reports on Committee Members and

Alternate Committee Members attendance. After the third absence from a regularly scheduled Committee meeting within any 12-month period, said Committee Member's or Alternate Committee Member's office shall be automatically declared vacant.

Section 4. If a Committee Member or alternate ceases to reside in the City of Dublin, said Committee Member's or alternate's office shall be automatically declared vacant.

ARTICLE IV
VACANCIES

Section 1. Vacancies on the Advisory Committee occurring other than by expiration of term shall be filled for the unexpired portion of the term in the same manner as the original appointment. In the event of a Commission vacancy, alternates will be considered without submitting a new application unless alternate notifies the Clerk that he or she does not want to be considered for appointment to the vacancy.

ARTICLE V
OFFICERS

Section 1. Election and Term of Office. The Chairperson and Vice Chairperson are elected by the majority of the Advisory Committee for a one-year term and hold office until their successors are elected, or until their terms as members of the Advisory Committee expire. The officers are elected at the first meeting of the Advisory Committee each year. Elections, whether regular or to fill vacancies shall be held only if a simple majority of the Advisory Committee Members are present. The Advisory Committee shall, unless no Committee Members meet the criteria, elect Committee Members to the positions that have not previously served in the position and that have not declined the appointment, with the intent that no one should serve in the position for more than two consecutive years. Alternates are not eligible to serve as Chairperson or Vice Chairperson.

Section 2. The secretary to the Advisory Committee will be the City Manager or his/her designee.

Section 3. Vacancies. In case of any vacancy in the office of Chairperson or Vice Chairperson, the vacancy shall be filled by an election held at the first regular meeting after the occurrence of such vacancy. The person so elected shall serve the balance of the term.

Section 4. Duties of Officers. The Chairperson performs the following duties:

(a) Presides at all meetings of the Advisory Committee.

(b) Appoints sub-committees and chairpersons of sub-committees as necessary.

(c) Signs correspondence on behalf of the Advisory Committee.

(d) Represents the Advisory Committee before the Parks and Services Commission and City Council or designates a representative.

(e) Performs other duties necessary or customary to the office.

In the event of the absence of the Chairperson or his/her inability to act, the Vice- Chairperson presides in place of the Chairperson. In the event of the absence of or the inability to act of both the Chairperson and the Vice-Chairperson, the remaining members shall elect one of their members to act as temporary Chairperson.

Section 5. The Sub-Committees. The Advisory Committee or the Chairperson, upon direction of the Advisory Committee, may appoint several of its members, but less than a quorum, to serve as a Sub-Committee. On certain occasions, such as when a particular kind of expertise or public representation is desirable, the Advisory Committee may appoint non- members to the Sub-Committee. Sub-Committees make recommendations directly to the Advisory Committee.

A Sub-Committee may not represent the Advisory Committee before the Parks and Community Services Commission and the City Council or other bodies unless it has first received the authorization of the Advisory Committee to do so.

ARTICLE VI
MEETINGS

Section 1. The Advisory Committee shall hold regular meetings at a designated time and place, which shall be fixed and determined by the Advisory Committee and entered upon its minutes. The Advisory Committee shall endeavor to hold at least four meeting per year (February, May, August, November). All meetings of the Advisory Committee shall be open to the public. Special meetings of the Advisory Committee may be called by a majority of the members thereof, or by the Chairperson thereof. Notice of any such special meeting shall be given as required by law.

Section 2. A majority of the voting members of the Advisory Committee shall constitute a quorum for the purpose of transacting business. The secretary shall keep minutes of all regular and special meetings of the Advisory Committee, and these shall be sent to all members and administrative officers in advance of the meeting in which they are to be approved.

Section 3. Advisory Committee Members and Alternate Committee Members shall attend all regular and special Committee meetings in person. Committee Members will not be permitted to use teleconferences as an option to attend Committee meetings.

ARTICLE VII
GENERAL RESPONSIBILITIES OF THE COMMITTEE

Section 1. The Advisory Committee shall consider and make recommendations, as it deems necessary to the City Parks and Community Services Commission, City Council, and City Staff in all matters pertaining to the operation and maintenance of an effective, efficient, and adequate Senior Center for Dublin citizens. Such recommendations would include, but are not limited to the following: recommendations for the development, improvement and/or modification of senior services and facilities; future senior needs; conduct of persons using the Senior Center; and rules for the use of the Senior Center by the public. A majority vote of voting members is required

to take action.

Section 2. Alternates shall participate in all Committee matters except that alternates shall vote only in the event of an absence of a member or of a vacancy on the Committee. In such event, the first alternate shall participate as a voting member for the duration of the first occurring absence or vacancy. The second alternate shall participate as a voting member for the duration of the second occurring absence or vacancy or for the duration of the first occurring absence or vacancy if the first alternate is vacant or absent.

ARTICLE VIII
DUTIES OF COMMITTEE TO BE ADVISORY ONLY

Section 1. It is intended that the Advisory Committee shall be an advisory body to the Parks and Community Services Commission and City Council. Nothing herein contained shall be construed as a limitation on the power of the City Council or the Administrative Staff of the City or any other agency in their supervision, or authority over property or personnel which are under their respective jurisdictions. Each Committee Member and Alternate Committee Members is expected to serve the City and the residents of the City of Dublin with professionalism and respect.

ARTICLE IX
STAFF ASSISTANCE

Section 1. The City Manager shall provide the Advisory Committee with such information and Staff assistance as the Advisory Committee may, from time to time request, subject to the limitations imposed by the City Council.

ARTICLE X
AMENDMENTS

Section 1. These Bylaws and Rules of Procedure may be amended in the same manner as originally adopted.

CITY OF DUBLIN
HERITAGE AND CULTURAL ARTS COMMISSION
BYLAWS AND RULES OF PROCEDURE

ARTICLE I
GENERAL PROVISIONS

Section 1. These Rules of Procedure shall be known as the Bylaws and Rules of Procedure of the Heritage and Cultural Arts Commission of the City of Dublin. A copy of these Rules and amendments thereto, shall be filed in the offices of the City Clerk for examination by the public.

Section 2. These Rules and any amendments hereto shall be effective on the date of the adoption hereof, and shall govern the meetings and activities of the Commission.

ARTICLE II
COMMISSION COMPOSITION AND METHOD OF APPOINTMENT

Section 1. The Heritage and Cultural Arts Commission shall be composed of seven members ("members or "Commissioners") and one alternate member ("alternate" or "Alternate Commissioner").

Section 2. The Mayor shall make all appointments to the Commission, with the approval of the City Council. When making appointments to the Commission, consideration shall be given to persons who are specifically qualified by reason of training, experience, interest or involvement in arts and/or heritage, particularly as related to history preservation, artistic, and cultural activities in the City.

Section 3. All members shall be residents of the City and shall be committed to furthering public art, and historical and cultural life in the community.

Section 4. Commission members and alternate may resign at any time by giving written notice to the Mayor and City Clerk.

ARTICLE III
TERM OF OFFICE AND REMOVAL

Section 1. Commission members shall be appointed for terms which run four years. Alternates shall be appointed for a term of two years. Terms shall begin in January following even-numbered election years and end in December of an even-numbered election year (or until successors are appointed). At the end of a Commission member's or alternate's term, the Commission member or alternate may be reappointed to the Commission in the same manner as the initial appointment. Commission members shall be eligible to serve a maximum of eight years with two four-year terms. No term limit shall apply to alternate.

Section 2. Any member or alternate of the Commission may be removed from office with the approval of a majority of the City Council. Removal and appointment of Commissioners and Alternate Commissioners shall be made only at a regularly scheduled meeting of the City Council.

Section 3. Commission members and alternates should endeavor to attend all regular and special meetings of the Commission. The Secretary to the Commission shall provide the Mayor with quarterly reports on attendance. After the third absence from a regularly scheduled Commission meeting within any 12-month period, said Commissioner's or Alternate Commissioner's office shall be automatically declared vacant.

Section 4. If a Commission member or alternate ceases to reside in the City of Dublin, said Commissioner's or Alternate Commissioner's office shall be automatically declared vacant.

ARTICLE IV
VACANCIES

Section 1. Vacancies on the Commission occurring other than by expiration of term shall be filled for the unexpired portion of the term in the same manner as the original appointment. In the event of a Commission vacancy, the alternate will be considered without submitting a new application unless the alternate notifies the Clerk that he or she does not want to be considered for appointment to the vacancy.

ARTICLE V
OFFICERS

Section 1. Election and Term of Office. The Chairperson and Vice Chairperson are elected by the majority of the Commission for a one-year term and hold office until their successors are elected, or until their terms as members of the Commission expire. The officers are elected at the first meeting of the Commission of each year. Elections, whether regular or to fill vacancies shall be held only if a simple majority of the Commission members are present. The Commission shall, unless no Commissioners meet the criteria, elect Commissioners to the positions that have not previously served in the position and that have not declined the appointment, with the intent that no one should serve in the position for two consecutive years. Alternates are not eligible to serve as Chairperson or Vice Chairperson.

The secretary to the Commission will be the City Manager or his/her designee.

Section 2. Vacancies. In case of any vacancy in the Office of Chairperson or Vice Chairperson, the vacancy shall be filled by an election held at the first regular meeting after the occurrence of such vacancy. The person so elected shall serve the balance of the term.

Section 3. Duties of Officers. The Chairperson performs the following duties.

(a) Presides at all meetings of the Commission.

(b) Appoints committee members and chairpersons of committees as necessary.

(c) Signs correspondence on behalf of the Commission.

(d) Represents the Commission before the City Council.

(e) Performs other duties necessary or customary to the office.

In the event of the absence of the Chairperson or his/her inability to act, the Vice Chairperson presides in place of the Chairperson. In the event of the absence of or the inability to act of both the Chairperson and the Vice Chairperson, the remaining members shall elect one of their members to act as temporary Chairperson.

Section 4. The Committees. The Commission or the Chairperson, upon direction of the Commission, may appoint several of its members, but less than a quorum, to serve as a committee. On certain occasions, such as when a particular kind of expertise or public representation is desirable, the Commission may appoint non-members to a committee. Committees make recommendations directly to the Commission.

A Committee may not represent the Commission before the City Council or other bodies unless it has first received the authorization of the Commission to do so.

ARTICLE VI
MEETINGS

Section 1. The Commission shall hold regular meetings at a designated time and place which shall be fixed and determined by the Commission and entered upon its minutes. The Commission shall endeavor to hold at least one meeting per month. All meetings of the Commission shall be open to the public. Special meetings of the Commission may be called by a majority of the members thereof, or by the Chairperson thereof. Notice of any such special meeting shall be given as required by law.

Section 2. A majority of the voting members of the Commission shall constitute a quorum for the purpose of transacting business. The secretary shall keep minutes of all regular and special meetings of the Commission, and these shall be sent to all members and administrative officers in advance of the meeting in which they are to be approved.

Section 3. Commissioners and Alternate Commissioners shall attend all regular and special Commission meetings in person. Commissioners will not be permitted to use teleconference as an option to attend any Commission meetings.

ARTICLE VII
GENERAL RESPONSIBILITIES OF THE COMMISSION

Section 1. The Commission shall consider and make recommendations, as it deems necessary, to the City Council in all matters pertaining to:

(a) The promotion and support of history throughout the community. This includes restoration, maintenance and operation of the Heritage Park and Museums and any other similar City-sponsored locations promoting and supporting history. Such recommendations would include, but are not limited to the following: recommendations for the development, improvement and/or modification of history facilities or programs; recommendations for policies on heritage preservation, artifact acquisition, or conduct of persons using history facilities; and rules for the use of the Heritage Park and Museums and any other City-sponsored history facilities by the public.

(b) The promotion and support of the arts within the community. Such recommendations would include, but are not limited to the following: recommendations on art in public places including City facilities and new developments within the City; exhibits at the Civic Center, Heritage Park and Museums, and Public Art venues; and recommendations for policies on art, cultural activities, and facilities.

Section 2. A majority vote of voting members is required to take action.

Section 3. Alternates shall participate in all Commission matters except alternates shall vote only in the event of an absence of a member or of a vacancy on the Commission. In such

event, the alternate shall participate as a voting member for the duration of the absence or vacancy.

ARTICLE VIII
DUTIES OF COMMISSION TO BE ADVISORY ONLY

Section 1. The Commission shall be an advisory body to the City Council. Nothing herein contained shall be construed as a limitation on the power of the City Council or the Administrative Staff of the City or any other agency in their supervision, or authority over property or personnel which are under their respective jurisdictions. Each Commissioner and Alternate Commissioner is expected to serve the City and the residents of the City of Dublin with professionalism and respect.

ARTICLE IX
STAFF ASSISTANCE

Section 1. The City Manager shall provide the Commission with such information and Staff assistance as the Commission may, from time to time, request, subject to the limitations imposed by the City Council.

ARTICLE X
AMENDMENTS

Section 1. These Bylaws and Rules of Procedure may be amended in the same manner as originally adopted.

CITY OF DUBLIN
SENIOR CENTER ADVISORY COMMITTEE
BYLAWS AND RULES OF PROCEDURE

ARTICLE I
GENERAL ROVISIONS

Section 1. These Rules of Procedure shall be known as the Bylaws and Rules of Procedure of the Dublin Senior Center Advisory Committee of the City of Dublin. A copy of these Rules and amendments thereto, shall be filed in the offices of the City Clerk for examination by the public.

Section 2. These Rules and any amendments hereto shall be effective on the date of the adoption hereof, and shall govern the meetings and activities of the Advisory Committee.

ARTICLE II
COMMITTEE COMPOSITION AND METHOD OF APPOINTMENT

Section 1. The Advisory Committee shall be composed of five members ("members" or "Committee Members") and two alternate members ("alternates" or "Alternate Committee Members"). One alternate shall be designated as first alternate or "A1." The other alternate shall be designated as second alternate or "A2." The Mayor shall make all appointments to the Commission, with the approval of the City Council.

Section 2. Committee members and alternates may resign at any time giving written notice to the Mayor, City Clerk, and Senior Center Staff.

Section 3. One member of the Parks and Community Services Commission shall serve as a liaison to the Advisory Committee.

ARTICLE III
TERM OF OFFICE AND REMOVAL

Section 1. Committee members shall be appointed for terms which run four years. Alternates shall be appointed for a term of two years. Terms shall begin in January following even-numbered election years and end in December of an even-numbered election year (or until successors are appointed). At the end of a Committee member's or alternate's term, the Committee member or alternate may be reappointed to the Committee in the same manner as the initial appointment. Committee members shall be eligible to serve a maximum of eight years with two four-year terms. No term limit shall apply to alternates.

Section 2. Any member or alternate of the Advisory Committee may be removed from office with the approval of a majority of the City Council. Removal and appointment of Advisory Committee Members and Alternate Committee Members shall be made only at a regularly scheduled meeting of the City Council.

Section 3. Committee Members and Alternate Committee Members should endeavor to attend all regular and special meetings of the Advisory Committee. The Secretary to the Advisory Committee shall provide the Mayor with quarterly reports on Committee Members and

Alternate Committee Members attendance. After the third absence from a regularly scheduled Committee meeting within any 12-month period, said Committee Member's or Alternate Committee Member's office shall be automatically declared vacant.

Section 4. If a Committee Member or alternate ceases to reside in the City of Dublin, said Committee Member's or alternate's office shall be automatically declared vacant.

ARTICLE IV
VACANCIES

Section 1. Vacancies on the Advisory Committee occurring other than by expiration of term shall be filled for the unexpired portion of the term in the same manner as the original appointment. In the event of a Commission vacancy, alternates will be considered without submitting a new application unless alternate notifies the Clerk that he or she does not want to be considered for appointment to the vacancy.

ARTICLE V
OFFICERS

Section 1. Election and Term of Office. The Chairperson and Vice Chairperson are elected by the majority of the Advisory Committee for a one-year term and hold office until their successors are elected, or until their terms as members of the Advisory Committee expire. The officers are elected at the first meeting of the Advisory Committee each year. Elections, whether regular or to fill vacancies shall be held only if a simple majority of the Advisory Committee Members are present. The Advisory Committee shall, unless no Committee Members meet the criteria, elect Committee Members to the positions that have not previously served in the position and that have not declined the appointment, with the intent that no one should serve in the position for more than two consecutive years. Alternates are not eligible to serve as Chairperson or Vice Chairperson.

Section 2. The secretary to the Advisory Committee will be the City Manager or his/her designee.

Section 3. Vacancies. In case of any vacancy in the office of Chairperson or Vice Chairperson, the vacancy shall be filled by an election held at the first regular meeting after the occurrence of such vacancy. The person so elected shall serve the balance of the term.

Section 4. Duties of Officers. The Chairperson performs the following duties:

(a) Presides at all meetings of the Advisory Committee.

(b) Appoints sub-committees and chairpersons of sub-committees as necessary.

(c) Signs correspondence on behalf of the Advisory Committee.

(d) Represents the Advisory Committee before the Parks and Services Commission and City Council or designates a representative.

(e) Performs other duties necessary or customary to the office.

In the event of the absence of the Chairperson or his/her inability to act, the Vice- Chairperson presides in place of the Chairperson. In the event of the absence of or the inability to act of both the Chairperson and the Vice-Chairperson, the remaining members shall elect one of their members to act as temporary Chairperson.

Section 5. The Sub-Committees. The Advisory Committee or the Chairperson, upon direction of the Advisory Committee, may appoint several of its members, but less than a quorum, to serve as a Sub-Committee. On certain occasions, such as when a particular kind of expertise or public representation is desirable, the Advisory Committee may appoint non- members to the Sub-Committee. Sub-Committees make recommendations directly to the Advisory Committee.

A Sub-Committee may not represent the Advisory Committee before the Parks and Community Services Commission and the City Council or other bodies unless it has first received the authorization of the Advisory Committee to do so.

ARTICLE VI
MEETINGS

Section 1. The Advisory Committee shall hold regular meetings at a designated time and place, which shall be fixed and determined by the Advisory Committee and entered upon its minutes. The Advisory Committee shall endeavor to hold at least four meetings per year (February, May, August, November) ~~one meeting per month~~. All meetings of the Advisory Committee shall be open to the public. Special meetings of the Advisory Committee may be called by a majority of the members thereof, or by the Chairperson thereof. Notice of any such special meeting shall be given as required by law.

Section 2. A majority of the voting members of the Advisory Committee shall constitute a quorum for the purpose of transacting business. The secretary shall keep minutes of all regular and special meetings of the Advisory Committee, and these shall be sent to all members and administrative officers in advance of the meeting in which they are to be approved.

Section 3. Advisory Committee Members and Alternate Committee Members shall attend all regular and special Committee meetings in person. Committee Members will not be permitted to use teleconferences as an option to attend Committee meetings.

ARTICLE VII
GENERAL RESPONSIBILITIES OF THE COMMITTEE

Section 1. The Advisory Committee shall consider and make recommendations, as it deems necessary to the City Parks and Community Services Commission, City Council, and City Staff in all matters pertaining to the operation and maintenance of an effective, efficient, and adequate Senior Center for Dublin citizens. Such recommendations would include, but are not limited to the following: recommendations for the development, improvement and/or modification of senior services and facilities; future senior needs; conduct of persons using the Senior Center; and rules for the use of the Senior Center by the public. A majority vote of voting members is required

to take action.

Section 2. Alternates shall participate in all Committee matters except that alternates shall vote only in the event of an absence of a member or of a vacancy on the Committee. In such event, the first alternate shall participate as a voting member for the duration of the first occurring absence or vacancy. The second alternate shall participate as a voting member for the duration of the second occurring absence or vacancy or for the duration of the first occurring absence or vacancy if the first alternate is vacant or absent.

ARTICLE VIII
DUTIES OF COMMITTEE TO BE ADVISORY ONLY

Section 1. It is intended that the Advisory Committee shall be an advisory body to the Parks and Community Services Commission and City Council. Nothing herein contained shall be construed as a limitation on the power of the City Council or the Administrative Staff of the City or any other agency in their supervision, or authority over property or personnel which are under their respective jurisdictions. Each Committee Member and Alternate Committee Members is expected to serve the City and the residents of the City of Dublin with professionalism and respect.

ARTICLE IX
STAFF ASSISTANCE

Section 1. The City Manager shall provide the Advisory Committee with such information and Staff assistance as the Advisory Committee may, from time to time request, subject to the limitations imposed by the City Council.

ARTICLE X
AMENDMENTS

Section 1. These Bylaws and Rules of Procedure may be amended in the same manner as originally adopted.

CITY OF DUBLIN
HERITAGE AND CULTURAL ARTS COMMISSION
BYLAWS AND RULES OF PROCEDURE

ARTICLE I
GENERAL PROVISIONS

Section 1. These Rules of Procedure shall be known as the Bylaws and Rules of Procedure of the Heritage and Cultural Arts Commission of the City of Dublin. A copy of these Rules and amendments thereto, shall be filed in the offices of the City Clerk for examination by the public.

Section 2. These Rules and any amendments hereto shall be effective on the date of the adoption hereof, and shall govern the meetings and activities of the Commission.

ARTICLE II
COMMISSION COMPOSITION AND METHOD OF APPOINTMENT

Section 1. The Heritage and Cultural Arts Commission shall be composed of seven members ("members or "Commissioners") and one alternate member ("alternate" or "Alternate Commissioner").

Section 2. The Mayor shall make all appointments to the Commission, with the approval of the City Council. When making appointments to the Commission, consideration shall be given to ~~members of the and Dublin Historical Preservation Association and Dublin-based (or similar groups) and to~~ persons who are specifically qualified by reason of training, experience, interest or involvement in arts and/or heritage, particularly as related to history preservation, artistic and cultural activities in the City.

Section 3. All members shall be residents of the City and shall be committed to furthering public art, and historical and cultural life in the community.

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Section 3. Commission members and alternates should endeavor to attend all regular and special meetings of the Commission. The Secretary to the Commission shall provide the Mayor with quarterly reports on attendance. After the third absence from a regularly scheduled Commission meeting within any 12-month period, said Commissioner's or Alternate Commissioner's office shall be automatically declared vacant.

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MEETINGS

Section 1. The Commission shall hold regular meetings at a designated time and place which shall be fixed and determined by the Commission and entered upon its minutes. The Commission shall endeavor to hold at least one meeting per month. All meetings of the Commission shall be open to the public. Special meetings of the Commission may be called by a majority of the members thereof, or by the Chairperson thereof. Notice of any such special meeting shall be given as required by law.

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Section 1. The Commission shall consider and make recommendations, as it deems necessary, to the City Council in all matters pertaining to:

(a) The promotion and support of history throughout the community. This includes restoration, maintenance and operation of the Heritage Park and Museums and any other similar City-sponsored locations promoting and supporting history. Such recommendations would include, but are not limited to the following: recommendations for the development, improvement and/or modification of history facilities or programs; recommendations for policies on heritage preservation, artifact acquisition, or conduct of persons using history facilities; and rules for the use of the Heritage Park and Museums and any other City-sponsored history facilities by the public.

(b) The promotion and support of the arts within the community. Such recommendations would include, but are not limited to the following: recommendations on art in public places including City facilities and new developments within the City; exhibits at the Civic Center, Heritage Park and Museums, and Public Art venues; and recommendations for policies on art, cultural activities, and facilities.

Section 2. A majority vote of voting members is required to take action.

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ARTICLE VIII
DUTIES OF COMMISSION TO BE ADVISORY ONLY

Section 1. The Commission shall be an advisory body to the City Council. Nothing herein contained shall be construed as a limitation on the power of the City Council or the Administrative Staff of the City or any other agency in their supervision, or authority over property or personnel which are under their respective jurisdictions. Each Commissioner and Alternate Commissioner is expected to serve the City and the residents of the City of Dublin with professionalism and respect.

ARTICLE IX
STAFF ASSISTANCE

Section 1. The City Manager shall provide the Commission with such information and Staff assistance as the Commission may, from time to time, request, subject to the limitations imposed by the City Council.

ARTICLE X
AMENDMENTS

Section 1. These Bylaws and Rules of Procedure may be amended in the same manner as originally adopted.

Agenda Item 4.6

STAFF REPORT

City Council

DATE: December 6, 2022

TO: Honorable Chair and Commissioners

FROM: Linda Smith, City Manager

SUBJECT: "Go, Park, Read!" Little Library Temporary Public Art Project – Design Selection

Prepared by: Tyler Phillips, Heritage & Cultural Arts Supervisor

EXECUTIVE SUMMARY:

The City Council will consider a recommendation from the Heritage and Cultural Arts Commission for artwork to be painted on 10 little library boxes for the *"Go, Park, Read!"* Little Library Temporary Public Art Project.

STAFF RECOMMENDATION:

Approve the Heritage and Cultural Arts Commission's recommendations for the "Go, Park, Read!" Little Library Temporary Public Art Design Proposals.

FINANCIAL IMPACT:

The cost for the project is estimated at $12,750. The Temporary Public Art Program is included in the Parks and Community Services Department's annual operating budget and is funded by the Public Art Fund.

DESCRIPTION:

Background

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

Little Library Temporary Public Art Program

For this project, City Staff is seeking to install 10 Little Library boxes at different public parks throughout Dublin and have each box painted by artists. Little Library programs are a catalyst for building community, inspiring readers, and expanding book access. Working on the honor system, Little Library boxes provide 24/7 access to books and encourage literary proficiency as a

community-driven book exchange. Friends of the Dublin Library has agreed to provide books for each of the Little Library locations to get the program started. As the program progresses, residents living in surrounding neighborhoods and park visitors would be the primary source of books through donations and exchanges. The library boxes are expected to last several years with minimal maintenance from the City's park maintenance contractor, and can be replaced as needed, utilizing the Public Art Fund. By soliciting artists to design and decorate the library boxes, additional community enhancement through visual arts will be achieved.

An artist stipend of $500 will be made available to each selected artist. The Little Library boxes cost $475 each, and it is estimated that each library box will cost $250 to install. Lastly, an additional $500 will be used for advertising, marketing, and miscelleous costs that may be necessary.

In the summer of 2022 both the Heritage and Cultural Arts Commission and the Parks and Community Services Commission had the opportunity to review, provide feedback, and approved the "Go, Park, Read!" Little Library Temporary Public Art Program.

Locations

The Little Library boxes will be installed at 10 public parks. They will be adjacent to existing pathways and located near park entrances, playgrounds, and restrooms. The 10 parks that will have a library box installed are:

- Schaefer Ranch Park
- Heritage Park
- Shannon Park
- Alamo Creek Park
- Kolb Park
- Emerald Glen Park
- Fallon Sports Park
- Jordan Ranch Park
- Butterfly Knoll Park
- Don Biddle Community Park

Design Proposals

Under the City's current Public Art Master Plan, all public artworks must be produced by professional artists or by a student artist under the direction of a professional artist. Student artists may work under the guidance of a visual arts mentor, and design proposals submitted by student artists must identify the professional artist by whom they are being mentored.

Staff issued a Call for Artists on September 20, 2022 (Attachment 2), publicizing the opportunity through normal City channels (website, social media, etc.), as well as via email to a list of interested artists, past artists, and registrants in the City's Cultural Arts Database. The City received a total of 39 unique design proposals submitted by 26 individual artists.

On November 10, 2022, the Commission reviewed the artist's submissions and deliberated before

recommending 10 artist proposals for City Council consideration and approval. The recommended artists' design proposals are included in this Staff Report (Attachment 1). Below is a list of the recommended artists and titles of the proposals.

- Vanessa Thomas - Bookworms
- Ranjini Venkatachari - Read Learn Grow
- Sophia Lee - Can You Help Me Find the Key?
- Rhonda Chase - Storybook Illustrations
- Deirdre Weinberg - Words of Wonder
- Dasha Kryuchkova - Magical Forest
- Ekaterina Bazlakova - Dublin Nature, Day & Night
- Iris Shen - Wonderland
- May Yin Giang - Garden Home Filled with Books
- Robert Bennett - Books are Magic

The library boxes would be unveiled in spring 2023.

STRATEGIC PLAN INITIATIVE:

None.

NOTICING REQUIREMENTS/PUBLIC OUTREACH:

The Commission Agenda was posted.

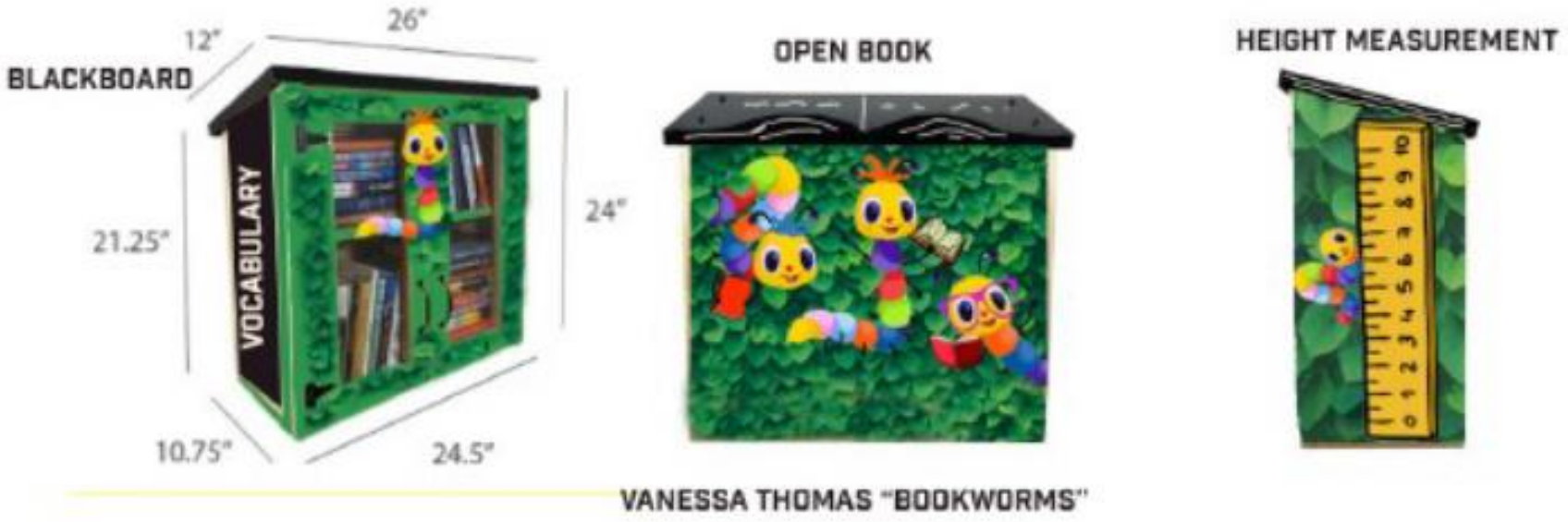
ATTACHMENTS:

1) Design Proposals from Recommended Artists
2) Call for Artists

1. Vanessa Thomas – Bookworms

Design Title: Bookworms.

Design Dimensions:

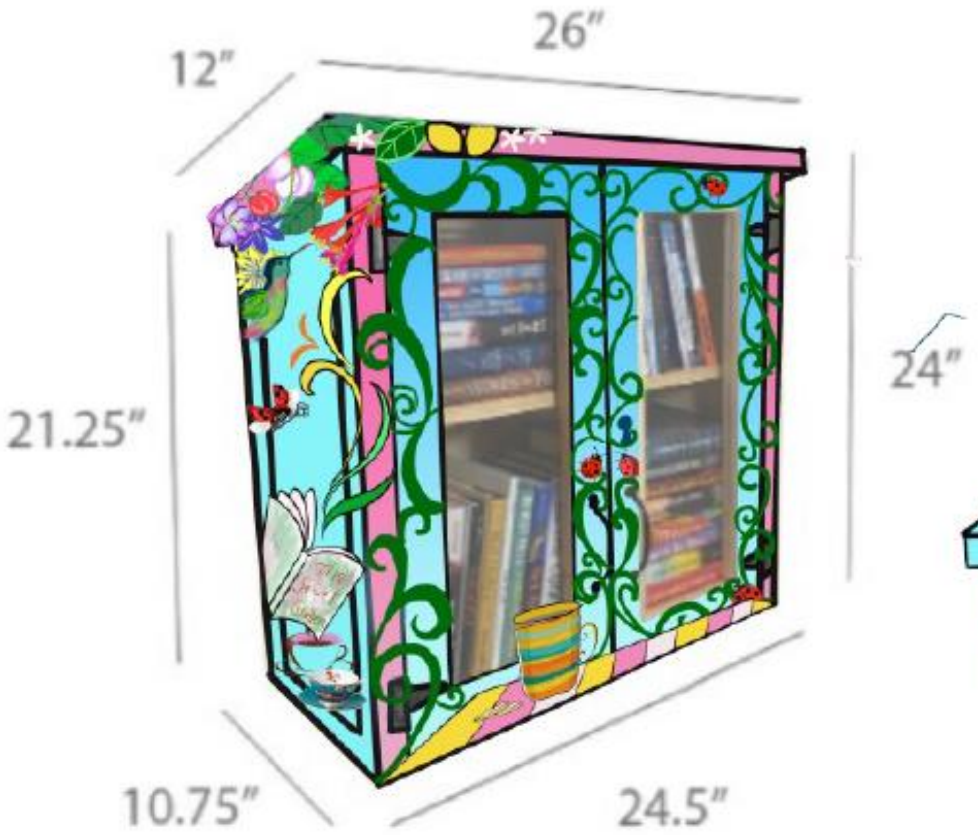


2. Ranjini Venkatachari – Read Learn Grow



3. Sophia Lee – Can You Help Me Find the Key?

Attachment 1





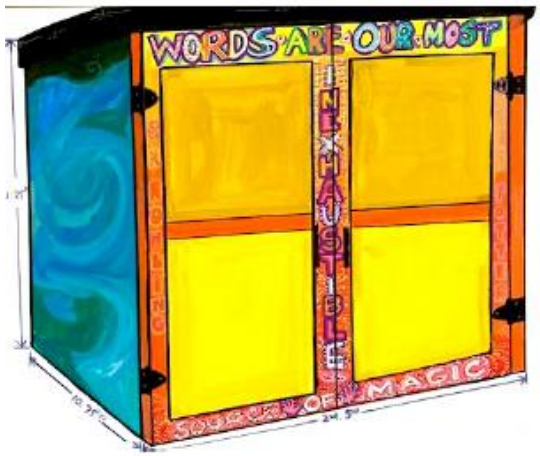
4. Rhonda Chase – Storybook Illustrations







5. Deirdre Weinberg – Words of Wonder



FRONT and Inside



LEFT and RIGHT SIDE



BACK

6. Dasha Kryuchkova – *Magical Forest*





7. Ekaterina Bazlakova – Dublin Nature, Day & Night

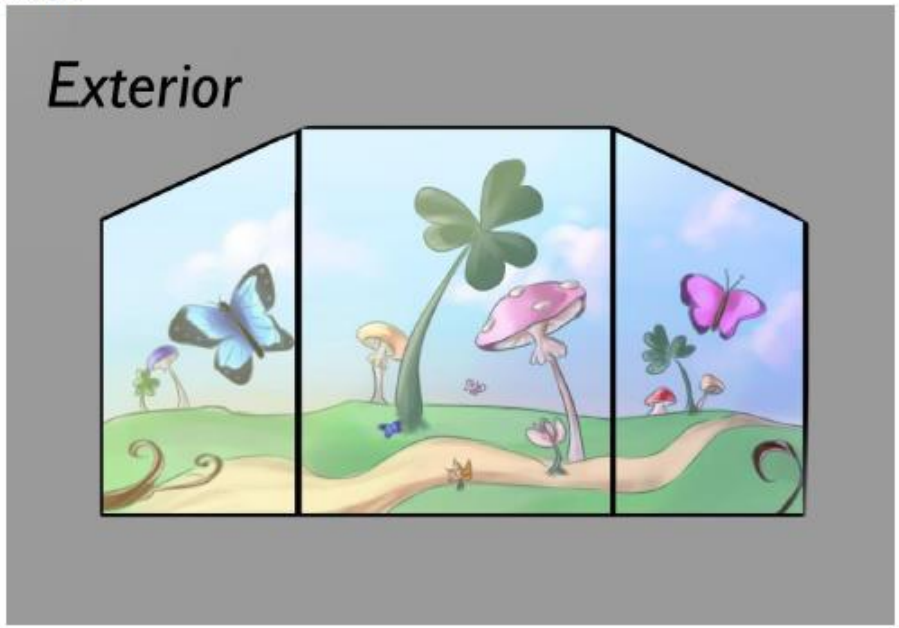
Attachment

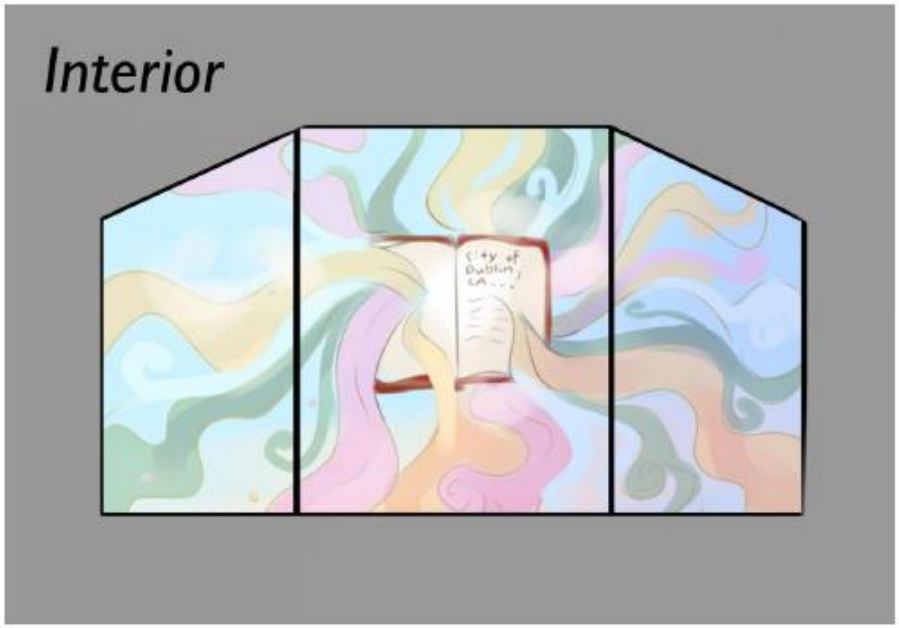




8. Iris Shen - Wonderland

Design:



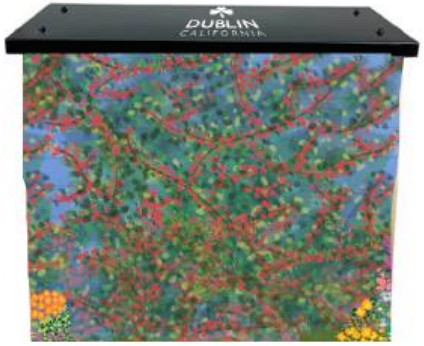


9. May Yin Giang – Garden Home Filled with Books





May Yin Giang
may.yin.giang@gmail.com









10.Rob Bennett – *Books are Magic*



DUBLIN
CALIFORNIA
THE NEW AMERICAN BACKYARD

CALL FOR ARTISTS

Temporary Art Project
Little Libraries

CALL ISSUE DATE: 9/20/22
CALL DEADLINE: 10/24/22, 4:00 p.m. PST

The City of Dublin invites qualified professional artists or student artists working under the supervision of a professional artist to submit designs/qualifications for a unique temporary art project. Temporary art displays are a great way to bring public art to City parks, streets, and facilities, define neighborhoods and bring culture to the community.

BACKGROUND

For this project, City Staff will be installing little library boxes at ten different public parks throughout Dublin. Little Library programs are a catalyst for building community, inspiring readers, and expanding book access. Little library boxes provide 24/7 access to books and encourage literary proficiency by sharing your favorite books with your community through the honor system.

The City is seeking artists to paint or stain the Little Library boxes, enhancing the program through visual arts. Artists are encouraged to be as creative as possible when approaching this project. The proposed design should be inviting and encourage patron engagement. Site-specific proposals and general proposals that the City may display at its sole discretion are acceptable. Artists are responsible for preparing, painting/staining, and sealing (City provided sealant) the boxes.

The City will be purchasing prefabricated library box kits. The City will provide the artist with the raw library box kit for painting and/or staining. The artist is expected to pick up and build the little library, complete the painting (including sealant), and return the completed little library to the City for installation. The City will pay a stipend of $500 to selected artists or artist teams.

City Parks where Little Libraries will be installed (Exact location TBD):

- Schaefer Ranch Park
- Heritage Park
- Shannon Community Park
- Alamo Creek Park
- Kolb Park
- Emerald Glen Park
- Fallon Sports Park
- Jordan Ranch Park
- Butterfly Knoll Park
- Don Biddle Community Park

PROJECT TIMELINE:

September 20, 2022	Call for Artists Issued.
October 24, 2022	Proposals due no later than 4:00 p.m.
November 2022	Heritage & Cultural Arts Commission proposal review. (Tentative)
December 2022	City Council approval of art proposals. (Tentative)
January 2023	Agreement(s) executed & artists begin
Feb – March 2023	Artwork creation
April 2023	Artwork Unveiling

DESIGN SPECIFICATIONS:

The following specifications apply:

- Artwork must align with the City of Dublin Public Art Master Plan's Vision, Purpose, and Goals (the full Public Art Master Plan can be found on the City's Public Art website).
- Projects involving the community during design/creation are encouraged but not required.
- Artwork must be suitable for all ages and in keeping with community values.
- Artwork must be an original design and the artwork of the applicant.
- Artwork must align with the City of Dublin's Adopted Mission and Vision Statements.

The City of Dublin intends to utilize a library box (similar to the one below) with a lean-to style roof. It is the intention of the City that the selected artist will paint the entire exterior and interior of the little library. The box is subject to change at the sole discretion of the City.



Artwork created under this program is considered temporary artwork and property of the City of Dublin. Therefore, the City retains the right and sole discretion to remove, modify, sell or replace the artwork.

ART SELECTION PROCESS:

Staff will review applications for completeness. The Heritage and Cultural Arts Commission will review designs and then make a recommendation to the City Council. The City Council will review the recommended design(s) and approve an artist(s).

Selected artist(s) will be asked to sign an Art Agreement, including standard Liability Waiver and Release. In the case of underage artists, the City will sign the Agreement with the Supervising Professional Artist or Art Teacher. Underage artists and underage painting assistants will be required to have a parent sign the Liability Waiver and Release.

ART INSTALLATION PROCESS:

If selected, City Staff will coordinate with artists to select a mutually agreeable time to deliver, install, and display the artwork.

Artists are also responsible for purchasing their materials and other supplies needed to complete the project.

Upon completion of the project, City Staff will meet with the artist to inspect/approve the artwork before the City accepts it.

PROPOSAL SPECIFICATIONS:

Artists are welcome to submit up to three design proposals for this project. The proposal shall be submitted by email, which needs to include all required attachments. The acceptable file type for the attachment is PDF. Required attachments include:

a. **Completed Coversheet:** Use the form provided at the end of this application.

b. **Artist Qualifications:** Include the biography or professional resume of each artist involved. Student artists should include their biographies/resumes and that of the professional artist or art teacher who serves as the team's supervisor. This should include a portfolio of past work relevant to this project.

c. **Artist Statement:** Provide a brief statement about your proposed artwork. This could include your source of inspiration, the significance of the design, or a comment on the style or technique you have proposed.

d. **Design:** Provide renderings of your proposed design(s). Please include a list of all proposed materials, techniques, and strategies that will be utilized for installation. Renderings should also include dimensions and scale of the artwork and installation procedures, if applicable.

DIRECTIONS FOR SUBMITTAL:

Proposals for this project must be submitted electronically. Submit one electronic copy of each proposal to: tyler.phillips@dublin.ca.gov. The subject line for each proposal shall include: "Dublin Little Libraries Art Project Proposal." Proposals may be included as email attachments or delivered via a filesharing website. Proposals are limited to 5 pages, including the cover sheet.

COSTS INCURRED IN RESPONDING TO THE PROPOSAL:

The City of Dublin shall not be liable for any costs incurred by the artist(s) in responding to this request for a design proposal or for any costs incurred if the artist chooses to provide a mock-up.

SUBMISSION DEADLINE:

All proposals must be received by Tyler Phillips, Heritage & Cultural Arts Supervisor, by **Monday, October 24, 2022, at 4:00 p.m**. It is the responsibility of the applicant to verify the receipt of the proposal by the scheduled deadline.

CONTACT INFORMATION:

Mail: Tyler Phillips, Heritage & Cultural Arts Supervisor
Phone: (925) 556-4558
Email: tyler.phillips@dublin.ca.gov
Address: City of Dublin - Parks and Community Services
100 Civic Plaza
Dublin, CA. 94568

Little Libraries Art Project

PROPOSAL COVERSHEET:

Dublin 2022 Temporary Art Project, Little Libraries Art Installation
Proposals will not be accepted after Monday, October 24, 2022, at 4:00 p.m.

Please indicate experience level:

☐ Professional Artist(s) ☐ Student Artist(s), working under supervision of Art Professional

Title: _____

Artist: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone: _____ Fax: _____

E-mail Address: _____Website_____

Signature of Artist: _____ Date: _____

Co-Artist, if applicable: _____

Signature of Co-Artist, if applicable: _____ Date: _____

Supervising Art Professional, if applicable: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone: _____ Fax: _____

E-mail Address: _____Website_____

Signature of Supervising Art Professional: _____ Date: _____

Agenda Item 4.7

STAFF REPORT
CITY COUNCIL

DATE: December 6, 2022

TO: Honorable Mayor and City Councilmembers

FROM: Linda Smith, City Manager

SUBJECT: Second Amendment to Contractor Services Agreement with Metro Security Services
Prepared by: Bridget Amaya, Assistant Parks & Community Services Director

EXECUTIVE SUMMARY:

The City Council will consider a Second Amendment to the Contractor Services Agreement between the City of Dublin and Metro Security Services.

STAFF RECOMMENDATION:

Adopt the Resolution Approving the Second Amendment to the Contractor Services Agreement with Metro Security Services for Security Services and approve the budget change.

FINANCIAL IMPACT:

The estimated cost of security services is $120,624. Approval of the Second Amendment with Metro Security Services, including a 10% contingency, will require a $132,686 budget increase, which would be funded by the General Fund Unappropriated Reserves.

DESCRIPTION:

Due to recent incidents of vandalism at The Wave occurring in December 2021 and April 2022, the City entered into an agreement (Attachment 3) with Metro Security Services on August 6, 2022, to mitigate risks including further vandalism and detecting suspicious activity.

With on-site security proving effective, the City amended the agreement (Attachment 4) extending the term to December 31, 2022 and increasing the Not-to-Exceed payment term amount to $44,960. Additionally, Staff is currently working with a vendor to procure a camera monitoring alarm system which would eventually take the place of on-site security. Until that project is complete, Staff is requesting a second amendment extending the agreement to June 30, 2023, and a budget change of $132,686 to account for this unplanned expenditure. The current agreement

includes a provision to terminate at any time and only pay for services rendered; if the camera monitoring alarm system project is completed before June 30, 2023.

STRATEGIC PLAN INITIATIVE:

None.

NOTICING REQUIREMENTS/PUBLIC OUTREACH:

The City Council Agenda was posted.

ATTACHMENTS:

1) Resolution Approving the Second Amendment to the Contractor Services Agreement with Metro Security Services for Security Services
2) Exhibit A to the Resolution – Second Amendment to the Contractor Services Agreement Between the City of Dublin and Metro Security Services
3) Contractor Services Agreement with Metro Security Services
4) First Amendment to the Contractor Services Agreement With Metro Security Services
5) Budget Change Form

RESOLUTION NO. XX – 22

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUBLIN

APPROVING THE SECOND AMENDMENT TO THE CONTRACTOR SERVICES AGREEMENT WITH METRO SECURITY SERVICES FOR SECURITY SERVICES

WHEREAS, incidents of vandalism occurred at The Wave Waterpark in December 2021 and April 2022 ; and

WHEREAS, on August 6, 2022, the City of Dublin and Metro Security Services entered into an agreement to mitigate risks, including further vandalism, and to detect any suspicious activity; and

WHEREAS, the Parties executed a first amendment to the agreement to extend the term and to increase the total compensation; and

WHEREAS, the City and Contractor now wish to execute a second amendment to the agreement to extend the term to June 30, 2023 and to increase the compensation to $132,686.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Dublin does hereby approve the second amendment to the Agreement with Metro Security Services.

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

PASSED, APPROVED AND ADOPTED this 6th day of December 2022, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

_____
Mayor

ATTEST:

_____
City Clerk

AMENDMENT #2 TO CONTRACTOR SERVICES AGREEMENT BETWEEN THE CITY OF DUBLIN AND METRO SECURITY SERVICES

WHEREAS, on **AUGUST 6, 2022**, the City of Dublin (hereinafter referred to as "CITY") and Metro Security Services, (hereinafter referred to as "CONTRACTOR") entered into a Contracting Services Agreement for Private Security services (hereinafter referred to as the "AGREEMENT"); and

WHEREAS, the Parties executed a first amendment to the AGREEMENT to extend the term and to increase the total compensation to $44,960; and

WHEREAS, the existing AGREEMENT expires on December 31, 2022; and

WHEREAS, the CITY and CONTRACTOR now wish to amend the AGREEMENT to extend the term to June 30, 2023 and to increase the compensation under Section 2.

NOW THEREFORE, for good and valuable consideration, the sufficiency of which is hereby acknowledged, the AGREEMENT is amended as follows:

1) Section 1.1 shall be rescinded in its entirety and replaced with the following:

Term of Services. The term of this Agreement shall begin on the Effective Date and shall end on June 30, 2023, and Contractor shall complete the work described in Exhibit A on or before that date, unless the term of the Agreement is otherwise terminated or extended, as provided for in Section 8. The time provided to Contractor to complete the services required by this Agreement shall not affect the City's right to terminate the Agreement, as referenced in Section 8. Notwithstanding the foregoing this Agreement may be extended on a month-to-month basis for up to 6 months upon the written consent of the Contractor and the City Manager, provided that: a) sufficient funds have been appropriated for such purchase, b) the price charged by the Contractor for the provision of the serves described in Exhibit A does not increase. None of the foregoing shall affect the City's right to terminate the Agreement as provided for in Section 8.

Section 2 (Compensation) is amended to change the not to exceed amount to $132,686.

2) Except to the extent inconsistent with this Second Amendment, the Parties ratify and confirm all of the terms and conditions of the AGREEMENT.

3) All requisite insurance policies to be maintained by the CONTRACTOR pursuant to the Agreement, as may have been amended from time to time, shall include coverage for the amended term, as described above.

4) The individuals executing this Amendment and the instruments referenced in it on behalf of CONTRACTOR each represent and warrant that they have the legal power, right and actual authority to bind CONTRACTOR to the terms and conditions of this Amendment.

SIGNATURES ON THE FOLLOWING PAGE

IN WITNESS WHEREOF, the parties hereto have caused this Second Amendment to be executed as of the date of the City Manager's signature below.

CITY OF DUBLIN

By: _____
Linda Smith, City Manager

Dated: _____

METRO SECURITY SERVICES

By: _____ DocuSigned by: Sulaiman Noory DAECF309E002409... _____
Sulaiman Noory, General Manager

ATTEST:

By: _____
Marsha Moore, City Clerk

APPROVED AS TO FORM:

By: _____
City Attorney

**CONTRACTOR SERVICES AGREEMENT BETWEEN
THE CITY OF DUBLIN AND
METRO SECURITY SERVICES**

THIS AGREEMENT for security services is made by and between the City of Dublin ("City") and Metro Security Services ("Contractor") (together sometimes referred to as the "Parties") as of August 6, 2022 (the "Effective Date").

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

1.1 Term of Services. The term of this Agreement shall begin on the Effective Date and shall end on October 31, 2022, and Contractor shall complete the work described in Exhibit A on or before that date, unless the term of the Agreement is otherwise terminated or extended, as provided for in Section 8. The time provided to Contractor to complete the services required by this Agreement shall not affect the City's right to terminate the Agreement, as referenced in Section 8. Notwithstanding the foregoing this Agreement may be extended on a month to month basis for up to 6 months upon the written consent of the Contractor and the City Manager, provided that: a) sufficient funds have been appropriated for such purchase, b) the price charged by the Contractor for the provision of the serves described in Exhibit A does not increase. None of the foregoing shall affect the City's right to terminate the Agreement as provided for in Section 8.

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

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

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

1.5 Intentionally Deleted.

1.6 Intentionally Deleted.

Section 2. COMPENSATION. City hereby agrees to pay Contractor a sum not to exceed $36,626.00, notwithstanding any contrary indications that may be contained in Contractor's proposal, for services to be performed and reimbursable costs incurred under this Agreement. In the event of a conflict between this

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Agreement and Contractor's proposal, attached as Exhibit B, regarding the amount of compensation, the Agreement shall prevail. City shall pay Contractor for services rendered pursuant to this Agreement at the time and in the manner set forth herein. The payments specified below shall be the only payments from City to Contractor for services rendered pursuant to this Agreement. Contractor shall submit all invoices to City in the manner specified herein. Except as specifically authorized by City in writing, Contractor shall not bill City for duplicate services performed by more than one person.

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

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

- Serial identifications of progress bills; i.e., Progress Bill No. 1 for the first invoice, etc.;
- The beginning and ending dates of the billing period;
- A Task Summary containing the original contract amount, the amount of prior billings, the total due this period, the balance available under the Agreement, and the percentage of completion;
- A copy of the applicable time entries or time sheets shall be submitted showing the following:
    - Daily logs of total hours worked by each individual performing work under this Agreement
    - Hours must be logged in increments of tenths of an hour or quarter hour
    - If this Agreement covers multiple projects, all hours must also be logged by project assignment
    - A brief description of the work, and each reimbursable expense
- The total number of hours of work performed under the Agreement by Contractor and each employee, agent, and subcontractor of Contractor performing services hereunder;
- The Contractor's signature;
- Contractor shall give separate notice to the City when the total number of hours worked by Contractor and any individual employee, agent, or subcontractor of Contractor reaches or exceeds 800 hours within a 12-month period under this

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Agreement and any other agreement between Contractor and City. Such notice shall include an estimate of the time necessary to complete work described in Exhibit A and the estimate of time necessary to complete work under any other agreement between Contractor and City, if applicable.

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

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

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

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

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

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

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

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

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

2.10 **Intentionally Deleted.**

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

The Wave
4201 Central Parkway
Dublin, CA 94568

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

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

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

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

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

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

Contractor shall provide and maintain all necessary safety equipment such as fences, barriers, signs, lights, walkways, guards, and fire prevention and fire-fighting equipment

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and shall take such other action as is required to fulfill its obligations under this section. It is the intent of the City to provide a safe working environment under normal conditions. CONTRACTOR IS ADVISED THAT CITY'S OPERATIONS AND PROPERTY ARE INHERENTLY HAZARDOUS BECAUSE OF CONDITIONS SUCH AS CONFINED SPACES, POTENTIALLY EXPLOSIVE ATMOSPHERES, AND POSSIBLE EXPOSURE TO PATHOGENS.

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

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

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

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

4.1 Workers' Compensation.

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

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self-insurance program meets the standards of the California Labor Code shall be solely in the discretion of the Contract Administrator.

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

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

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

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

4.2 Commercial General and Automobile Liability Insurance.

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

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

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

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

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

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

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

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

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

b. Additional Insured Endorsement as required by the section;

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

d. Primary Insurance Endorsement as required by the section.

4.3 All Policies Requirements.

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

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

4.3.3 Deductibles and Self-Insured Retentions. Contractor shall disclose to and obtain the written approval of City for the self-insured retentions and deductibles before beginning any of the services or work called for by any term of this

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Agreement. At the option of the City, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, its officers, employees, and volunteers; or the Contractor shall provide a financial guarantee satisfactory to the City guaranteeing payment of losses and related investigations, claim administration and defense expenses.

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

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

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

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

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

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

The Contractor's obligation to defend and indemnify shall not be excused because of the Contractor's inability to evaluate Liability or because the Contractor evaluates Liability and determines that the Contractor is not liable to the claimant. The Contractor must respond within 30 days, to the tender of any claim for defense and indemnity by the City, unless this time has been extended by the City. If the Contractor fails to accept or reject a tender of defense and indemnity within 30 days, in addition to any

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other remedy authorized by law, so much of the money due the Contractor under and by virtue of this Agreement as shall reasonably be considered necessary by the City, may be retained by the City until disposition has been made of the claim or suit for damages, or until the Contractor accepts or rejects the tender of defense, whichever occurs first.

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

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

Section 6. STATUS OF CONTRACTOR.

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

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

Section 7. LEGAL REQUIREMENTS.

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

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

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

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

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

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

Section 8. TERMINATION AND MODIFICATION.

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

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

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

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

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

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

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

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

8.6.1 Immediately terminate the Agreement;

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

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

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

Section 9. KEEPING AND STATUS OF RECORDS.

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

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

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

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

Section 10. MISCELLANEOUS PROVISIONS.

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

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

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

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

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

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

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

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

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

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

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

Metro Security Services
Sulaiman Noory
5820 Stoneridge Mall Road #201
Pleasanton, CA 94588

Any written notice to City shall be sent to:

City of Dublin
Andrea Dwyer
100 Civic Plaza
Dublin, CA 94568

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

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

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

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

SIGNATURES ON FOLLOWING PAGE

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

CITY OF DUBLIN

DocuSigned by:
Linda Smith
E33836CFFC044E0...

Linda Smith, City Manager

Attest:

DocuSigned by:
Marsha Moore
9BB70815D22F40A...

Marsha Moore, City Clerk

Approved as to Form:

DocuSigned by:
Jordyn Bishop for
5ED7F38973DC484...

City Attorney

3070365.1

METRO SECURITY SERVICES

DocuSigned by:
Sul Noory
DAECF309E002409...

Sulaiman Noory, General Manager

Contractor's DIR Registration Number
(if applicable)

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EXHIBIT A

SCOPE OF SERVICES

Metro Security Services shall perform all the services on the premises such as foot patrol which include exterior patrols of the building and around the waterpark, maintaining high vigilance of the surrounding areas, and reporting any unusual or suspicious activity to the City of Dublin staff.

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EXHIBIT B

COMPENSATION SCHEDULE & REIMBURSABLE EXPENSES

Days (7 Hours): 11:00 a.m. – 6:00 p.m. (7 days/week)	$32.00/Hour
Nights (10 Hours) 8:00 p.m.-6:00 a.m. (7 days/week)	$32.00/Hour
Holidays- 1.5x Hourly Rate	$48.00/Hour
August	13 Days & 31 Nights =$12,832.00
September	3 Days & 30 Nights (includes 1 holiday) =$10,544.00
October	31 Nights = $9,920.00
Contingency	$3,329.60
Not To Exceed Amount	$36,626.00

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AMENDMENT #1 TO CONTRACTOR SERVICES AGREEMENT BETWEEN THE CITY OF DUBLIN AND METRO SECURITY SERVICES

WHEREAS, on **AUGUST 6, 2022**, the City of Dublin (hereinafter referred to as "CITY") and Metro Security Services, (hereinafter referred to as "CONTRACTOR") entered into a Contracting Services Agreement for Private Security services (hereinafter referred to as the "AGREEMENT"); and

WHEREAS, the existing AGREEMENT expires on October 31, 2022; and

WHEREAS, the CITY and CONTRACTOR now wish to amend the AGREEMENT to extend the term to December 31, 2022; and modify section 2.

NOW THEREFORE, for good and valuable consideration, the sufficiency of which is hereby acknowledged, the AGREEMENT is amended as follows:

1) Section 1.1 shall be rescinded in its entirety and replaced with the following:

Term of Services. The term of this Agreement shall begin on the Effective Date and shall end on December 31, 2022, and Contractor shall complete the work described in Exhibit A on or before that date, unless the term of the Agreement is otherwise terminated or extended, as provided for in Section 8. The time provided to Contractor to complete the services required by this Agreement shall not affect the City's right to terminate the Agreement, as referenced in Section 8. Notwithstanding the foregoing this Agreement may be extended on a month-to-month basis for up to 6 months upon the written consent of the Contractor and the City Manager, provided that: a) sufficient funds have been appropriated for such purchase, b) the price charged by the Contractor for the provision of the serves described in Exhibit A does not increase. None of the foregoing shall affect the City's right to terminate the Agreement as provided for in Section 8.

2) Section 2 shall be rescinded in its entirety and replaced with the following:

COMPENSATION. City hereby agrees to pay Contractor a sum not to exceed $44,960, notwithstanding any contrary indications that may be contained in Contractor's proposal, for services to be performed and reimbursable costs incurred under this Agreement. In the event of a conflict between this Services Agreement and Contractor's proposal, attached as Exhibit B, regarding the amount of compensation, the Agreement shall prevail. City shall pay Contractor for services rendered pursuant to this Agreement at the time and in the manner set forth herein. The payments specified below shall be the only payments from City to Contractor for services rendered pursuant to this Agreement. Contractor shall submit all invoices to City in the manner specified herein. Except as specifically authorized by City in writing, Contractor shall not bill City for duplicate services performed by more than one person.

Contractor and City acknowledge and agree that compensation paid by City to Contractor under this Agreement is based upon Contractor's estimated costs of providing the services required hereunder, including salaries and benefits of employees and subcontractors of Contractor. Consequently, the Parties further agree that compensation hereunder is intended to include the costs of contributions to any pensions and/or annuities to which Contractor and its employees, agents, and subcontractors may

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be eligible. City therefore has no responsibility for such contributions beyond compensation required under this Agreement.

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

- Serial identifications of progress bills; i.e., Progress Bill No. 1 for the first invoice, etc.;

- The beginning and ending dates of the billing period;

- A Task Summary containing the original contract amount, the amount of prior billings, the total due this period, the balance available under the Agreement, and the percentage of completion;

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

- The Contractor's signature;

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

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

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

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

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

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

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

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

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

2.10 **Intentionally Deleted.**

SIGNATURES ON THE FOLLOWING PAGE

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IN WITNESS WHEREOF, the parties hereto have caused this First Amendment to be executed as of the date of the City Manager's signature below.

CITY OF DUBLIN

By: DocuSigned by: Linda Smith
E33836CFFC044E0...
Linda Smith, City Manager

Dated: 11/30/2022

METRO SECURITY SERVICES

By: DocuSigned by: Sulaiman Noory
DAECF309E002409...
Sulaiman Noory, General Manager

ATTEST:

By: DocuSigned by: Marsha Moore
9BB7081SD22F40A...
Marsha Moore, City Clerk

APPROVED AS TO FORM:

By: DocuSigned by: Jordyn Bishop for
5ED7E38973DC484...
City Attorney

CITY OF DUBLIN
FISCAL YEAR 2022-23
BUDGET CHANGE FORM

Budget Change Reference #: _____

City Council's Approval Required

From Un-Appropriated Reserves X Budget Transfer Between Funds _____

From Designated Reserves _____ Other _____

DECREASE BUDGET AMOUNT		INCREASE BUDGET AMOUNT	
Account	**Amount**	**Account**	**Amount**
		EXP: General Fund - PCS - Contract Services	
		10017610-64001	$132,686

REASON FOR BUDGET CHANGE

Security services at the Wave

As Presented at the City Council Meeting **12/6/2022**

************Finance Use Only************

Posted By: _____ Date: _____

Agenda Item 4.8

STAFF REPORT
CITY COUNCIL

DATE: December 6, 2022

TO: Honorable Mayor and City Councilmembers

FROM: Linda Smith, City Manager

SUBJECT: SCS Dublin (PLPA-2022-00005)
Prepared by: Amy Million, Principal Planner

EXECUTIVE SUMMARY:

On November 15, 2022, the City Council held a public hearing to consider the SCS Dublin project, which includes development of up to 600 residential units and up to 265,000 square feet of retail commercial development on a 76.9-acre parcel. Requested approvals include certification of a Final Environmental Impact Report, General Plan and Eastern Dublin Specific Plan Amendments, a Planned Development Rezone with Stage 1 and Stage 2 Development Plans, and a Development Agreement. The City Council certified the Final Environmental Impact Report, approved the General Plan and Eastern Dublin Specific Plan Amendments, and introduced the Planned Development Ordinance and Development Agreement Ordinance. The City Council is now being asked to waive the second reading of Ordinances approving the Planned Development Rezone and Development Agreement for the SCS Dublin project.

STAFF RECOMMENDATION:

Waive the reading and: 1) adopt the **Ordinance** Amending the Zoning Map and Approving a Planned Development Zoning District with Stage 1 and Stage 2 Development Plans for the SCS Dublin Project; and 2) adopt the **Ordinance** Approving a Development Agreement Between the City of Dublin and SCS Development Company Related to the SCS Dublin Project.

FINANCIAL IMPACT:

The project is estimated to generate approximately $3.6 million in annual tax revenues to the City's General Fund and over $41 million in one-time construction-related revenues, which includes $39.4 million in restricted development impact fees and $1.7 million in sales and transfer taxes to the General Fund. All costs associated with the processing of the application are paid by the applicant.

DESCRIPTION:

Background

The subject 76.2-acre property, known as the SCS Property, is located north of I-580 between Tassajara Road and Brannigan Street and extends to the north of Gleason Drive (refer to Figure 1).

Figure 1. Location Map



On February 15, 2022, the City Council approved the Preferred Plan for the SCS Property, which stemmed from an extensive City-led community outreach process to engage the community in appropriate land uses for the property. The Applicant subsequently submitted an application for a General Plan and Eastern Dublin Specific Plan Amendment, Planned Development Zoning and Development Agreement as the first step in implementing the Preferred Plan.

On November 15, 2022, the City Council held a public hearing and adopted Resolution No. 135-22 certifying the Final Environmental Impact Report and Resolution No. 136-22 approving General Plan and Eastern Dublin Specific Plan Amendments, and waived the first reading and introduced Ordinances amending the zoning map and approving the Planned Development Zoning District with the Stage 1 and Stage 2 Development Plan for the project and approving a Development Agreement. Please refer to Attachment 4 for a complete description of the proposed project.

The City Council is being asked to hold a second reading and adopt the Ordinances. The Ordinance amending the Zoning Map and approving a Planned Development Zoning District with Stage 1 and Stage 2 Development Plans is included as Attachment 1 and the Ordinance approving a Development Agreement between the City of Dublin and SCS Development Company Related to the SCS Dublin Project is included as Attachment 2 with the Development Agreement included as Attachment 3.

ENVIRONMENTAL DETERMINATION:

On April 2, 2022, the City issued a Notice of Preparation for an Environmental Impact Report (EIR) and held a public scoping meeting on April 13, 2022. Subsequently, a Draft EIR was prepared for the proposed project and circulated for a 45-day public review period. The comment period was open from July 22, 2022, to September 6, 2022. The City received eight comment letters during the public review period. Responses were prepared for each of the comments received by the City. The Draft EIR, comments and associated responses, and changes and clarifications to the Draft EIR constitute the Final EIR.

On November 15, 2022, the City Council adopted Resolution No. 135-22 certifying the Final Environmental Impact Report.

STRATEGIC PLAN INITIATIVE:

None.

NOTICING REQUIREMENTS/PUBLIC OUTREACH:

The City Council Agenda was posted.

ATTACHMENTS:

1) Ordinance Amending the Zoning Map and Approving a Planned Development Zoning District with Stage 1 and Stage 2 Development Plans for the SCS Dublin Project
2) Ordinance Approving a Development Agreement Between the City of Dublin and SCS Development Company Related to the SCS Dublin Project
3) Exhibit A to the Ordinance - Development Agreement
4) City Council November 15, 2022 Staff Report, without attachments

ORDINANCE NO. XX – 22

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF DUBLIN

AMENDING THE ZONING MAP AND APPROVING A PLANNED DEVELOPMENT ZONING DISTRICT WITH STAGE 1 AND STAGE 2 DEVELOPMENT PLANS FOR THE SCS DUBLIN PROJECT (PLPA-2022-00005) (APNs 985-0051-004, 985-0051-005, 985-0051-006, 985-0052-024, and 985-0052-025)

The Dublin City Council does ordain as follows:

SECTION 1. RECITALS

A. The Property Owner, SCS Development Company, is requesting a Planned Development Rezoning with Stage 1 and Stage 2 Development Plans. The proposed Project includes up to 500 market rate residential units and up to 100 affordable units, up to 265,000 square feet of retail commercial development, and related infrastructure and landscape improvements. Requested land use approvals include a General Plan Amendment and Eastern Dublin Specific Plan Amendment, a Planned Development Rezoning with Stage 1 and Stage 2 Development Plans, and a Development Agreement, among other related actions. These planning and implementing actions are collectively known as the "SCS Dublin Project" or the "Project."

B. The Project site is approximately 76.2 acres generally bounded by Tassajara Road, Gleason Drive, Brannigan Street and I-580 (APNs 985-0051-004, 985-0051-005, 985-0051-006, 985-0052-024, and 985-0052-025).

C. The Project site is located within Planned Development Ordinance No. 104-94, which states that development of the property is subject to the Interim Agricultural Designation until a Planned Development Rezone with Stage 1 and Stage 2 Development Plans is adopted.

D. The Project site is located within the Dublin Town Center Priority Development Area (PDA), which includes a mix of housing types including single-family detached, townhomes, condominiums and apartments. The Town Center PDA is envisioned as a walkable area with locally serving businesses within walking distance or a short ride from residential neighborhoods, conveniently served by transit.

E. The California Environmental Quality Act (CEQA), together with the CEQA Guidelines and City of Dublin CEQA Guidelines and Procedures require that certain projects be reviewed for environmental impacts and that environmental documents be prepared.

F Pursuant to the requirements of the CEQA, the CEQA Guidelines and City of Dublin CEQA Guidelines and Procedures, the City prepared a Draft Environmental Impact Report (EIR) dated July 2022, and a Final EIR dated October 2022, for the proposed Project, which reflected the City's independent judgment and analysis of the potential environmental impacts of the Project.

G. The Draft EIR identified potentially significant impacts to aesthetics, air quality, biological resources, cultural and tribal resources, geology and soils, hazards and hazardous materials, noise, and transportation, most of which can be substantially reduced through mitigation measures.

H. The Draft EIR was circulated for 45 days for public comment from July 22, 2022, to September 6, 2022. Comments received on the Draft EIR were responded to in the Final EIR dated October 2022. The Draft EIR, comments and associated responses, and changes and clarifications to the Draft EIR constitute the Final EIR.

I. Following a public hearing on October 25, 2022, the Planning Commission adopted Resolution No. 22-13, recommending that the City Council certify the Final EIR and adopt required CEQA Findings, and approve amendments to the General Plan and Eastern Dublin Specific Plan, a Planned Development Zoning District with Stage 1 and Stage 2 Development Plans, and a Development Agreement related to the SCS Dublin Project, which Resolution is incorporated herein by reference and available for review at City Hall during normal business hours.

J. A Staff Report dated November 15, 2022, and incorporated herein by reference, described and analyzed the Project, including the Planned Development Zoning District with Stage 1 and 2 Development Plans, for the City Council.

K. The City Council considered the Final EIR prepared for the Project, and all above referenced reports, recommendations, and testimony prior to taking action on the Project.

L. On November 15, 2022, the City Council adopted Resolution No. 135-22 certifying the Final EIR and adopting CEQA Findings, a Statement of Overriding Considerations and a Mitigation Monitoring and Reporting Program for the Project.

M. On November 15, 2022, the City Council adopted Resolution No. 136-22 approving General Plan and Eastern Dublin Specific Plan Amendments, which Resolution is incorporated herein by reference and available for review at City Hall during normal business hours.

SECTION 2: FINDINGS

A. Pursuant to Section 8.32.070 of the Dublin Municipal Code, the City Council finds as follows.

1. The SCS Dublin Project ("the Project") PD-Planned Development zoning meets the purpose and intent of Dublin Municipal Code Chapter 8.32 in that it provides a comprehensive development plan that will be consistent with the General Plan and Eastern Dublin Specific Plan, as amended, and protects the integrity and character of the area by creating a desirable use of land that is sensitive to surrounding land uses by virtue of the layout and design of the site plan. The Project places residents and employment uses in areas planned for such uses, which promote preservation of sensitive environmental areas, throughout the City. The development plan focuses commercial uses south of Dublin Boulevard adjacent to I-580 and provides for a variety of housing opportunities north of Dublin Boulevard adjacent to existing

residential neighborhoods. As a result, the development plan creates a more desirable use of the land, a more coherent and coordinated development, and a better physical environment than would otherwise be possible under a single zoning district or combination of zoning districts.

2. Development of the Project under the PD-Planned Development zoning will be harmonious and compatible with existing and future development in the surrounding area in that the site will provide a mix of housing types including single-family detached homes, townhomes and apartments as well as a variety of neighborhood and regional-serving commercial uses. The Project site is in an area that has similar uses nearby including residential uses to the west, north and east, commercial to the east and west, and a large public park to the west.

B. Pursuant to Sections 8.120.050.A and B of the Dublin Municipal Code, the City Council finds as follows.

1. The PD-Planned Development zoning for the Project will be harmonious and compatible with existing and potential development in the surrounding area in that the proposed site plan has taken into account adjacent land uses and will provide a wide range of amenities to and for the community within the development and the surrounding neighborhoods.

2. The Project site conditions were documented in the EIR that has been prepared, and the environmental impacts that have been identified will be mitigated to the greatest degree possible. There are no site challenges that were identified in the EIR, which could not be mitigated, that will present an impediment to utilization of the site for the intended purposes. There are no major physical or topographic constraints and, thus, the site is physically suitable for the type and intensity of the commercial areas and residential uses approved through the PD zoning.

3. The PD-Planned Development zoning will not adversely affect the health or safety of persons residing or working in the vicinity, or be detrimental to the public health, safety and welfare in that the Project will comply with all applicable development regulations and standards and will implement all adopted mitigation measures.

4. The PD-Planned Development zoning is consistent with and in conformance with the Dublin General Plan and Eastern Dublin Specific Plan, as amended, in that the proposed uses of residential and commercial retail are consistent with the proposed residential and mixed-use land use designations for the site.

C. Pursuant to the CEQA, the City Council certified a Final EIR on November 15, 2022, prior to approving the Project.

SECTION 3: ZONING MAP AMENDMENT

Pursuant to Chapter 8.32, Title 8 of the City of Dublin Municipal Code, the City of Dublin Zoning Map is amended to rezone the property described below to a Planned Development Zoning District and supersedes the previously adopted zoning (Resolution No. 104-94):

76.2 acres bounded by Tassajara Road on the west, by Brannigan Street on the east, by I-580 on the south, and by a line approximately 150 feet north of Gleason Drive, primarily composed of the following Assessor's Parcel Numbers: 985-52-24, 985-52-25 985-51-4, and 985-51-6 (the "Property")

A map of the rezoning area is shown below:



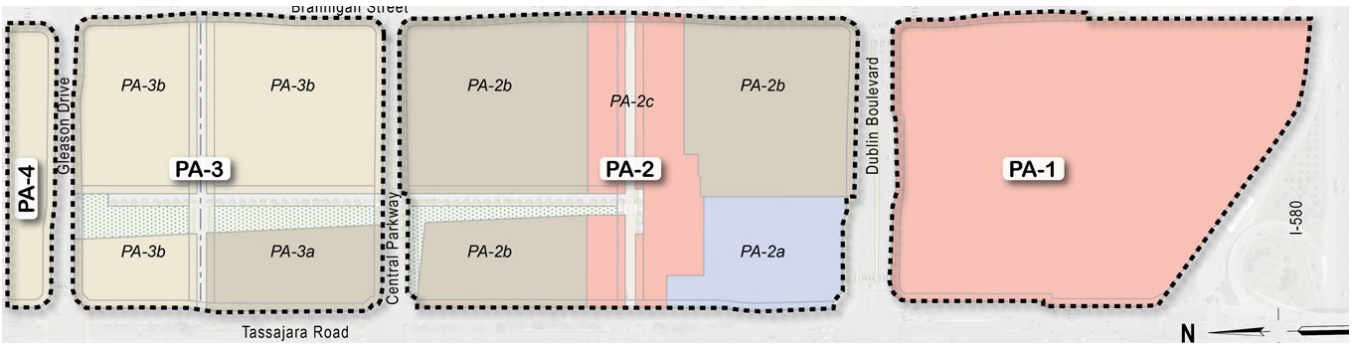
SECTION 4. APPROVAL OF STAGE 1 AND STAGE 2 DEVELOPMENT PLAN

The regulations for the use, development, improvement, and maintenance of the Property are set forth in the following Stage 1 and Stage 2 Development Plan for the entire 76.2-acre Project area, which is hereby approved. Any amendments to the Stage 1/Stage 2 Development Plan shall be in accordance with Section 8.32.080 of the Dublin Municipal Code or its successors.

Stage 1 and Stage 2 Development Plan

This is a Stage 1 and Stage 2 Development Plan pursuant to Chapter 8.32 of the Dublin Municipal Code. This Development Plan meets all the requirements for both a Stage 1 and Stage 2 Development Plan and is adopted as part of the PD-Planned Development rezoning for the SCS Dublin Project (PLPA-2022-00005).

The PD-Planned Development is divided into four Planning Areas (PA-1, PA-2, PA-3 and PA-4), with PA-2 subdivided into three subareas and PA-3 divided into two subareas. A map of the Planning Areas and subareas is shown below. The final location and configuration of PA-2a, shall be determined by the Site Development Review Permit and Tentative Parcel Map and shall be located north of Dublin Boulevard and south of PA-2c.



PLANNING AREA 1 (PA-1)

1. **Statement of Uses (as defined by the Zoning Ordinance).**

Permitted Uses[1]*:*

1. Animal Sales and Services
2. Arcade, accessory to primary use
3. Automobile/Vehicle Brokerage
4. Banks and Financial Services
5. Billiard/Pool Hall, accessory to primary use
6. Building Materials Sales
7. Comedy Club
8. Copying and Blueprinting
9. Dance Floor
10. Eating and Drinking Establishment
11. Eating and Drinking Establishment – Specialty
12. Eating and Drinking Establishment – Take Out
13. Health Club/Fitness Center
14. Health Services/Clinics
15. Hotel/Motel
16. Laboratory
17. Massage Establishment
18. Mobile Food Truck[2]
19. Mobile Retail Cart[3]
20. Office – Professional/Administrative
21. Outdoor Sale by Established On-site Business
22. Outdoor Seating
23. Outdoor Permanent Vendor
24. Personal Services
25. Plant Nursery
26. Recording Studio
27. Recreational Facility Indoor
28. Recreational Facility Outdoor
29. Retail – General
30. Retail Kiosk[4]
31. Retail – Neighborhood
32. Retail – Outdoor Storage

33. Retail – Service
34. Service Station
35. School – Commercial
36. Theater
37. Tobacco Retailer

Conditionally Permitted Uses:

1. Animal Hospital, Veterinarian
2. Car Wash/Detailing (Zoning Administrator Approval)
3. Community Facility (Zoning Administrator Approval)
4. Nightclub
5. Repair Shop

Temporary Uses[5]*:*

1. Arts and Crafts Fair
2. Christmas Tree Sales Lot
3. Construction-Related Temporary Uses
4. Farmer's Market
5. Festival/Street Fair
6. Office – Trailer Commercial
7. Pumpkin Sales Lot
8. Outdoor Event by an Established Business
9. Outdoor Sale Not Related to On-Site Established Business

Notes:

1. A Zoning Clearance is required for those uses which are subject to a Zoning Clearance in the Zoning Ordinance.
2. Mobile Food Truck use shall comply with the following:
    a. A Site Development Review Waiver approving the location of a food truck is required. Applications for multiple food trucks may be combined into one Site Development Review Waiver application. The application shall include a site plan demonstrating compliance with the following:
        1. The location of a mobile food truck is limited to the parking area and shall not be located within a pedestrian plaza or public right-of-way.
        2. The area used for all mobile food truck operations, including but not limited to customer queuing, trash, and dining, shall not impede the traffic visibility area at any driveway or intersection, emergency access, pedestrian and vehicular ingress or egress through the remainder of the parking, or the adjacent public right of way.
        3. The area used for all mobile food truck operations, including but not limited to customer queuing, trash, and dining, shall not occupy more than 25 percent of the parking area.
        4. If more than one mobile food truck is on the site at one time, they shall be located within the same vicinity, not more than 25 feet apart.
    b. In addition to the Site Development Review Waiver, the following operational standards apply:

1. Hours of operation are limited to 7:00 a.m. to 10:00 p.m. daily.
2. The mobile food truck must be stationary for a minimum of two (2) hours. No trolling allowed.
3. Provision of at least one trash receptacle, one recycling receptacle and one compost receptacle for use by patrons and in a convenient location that does not impede pedestrian or vehicular traffic.
4. Collection and removal of all litter and debris generated within a minimum 25-foot radius of the mobile food truck.
5. No signs other than those exhibited on or in the mobile food truck.
6. Adequate lighting must be provided to ensure customer safety and shall be directed downwards and away from public streets and adjacent properties.
7. Maintenance of a valid business license from the City of Dublin.
8. Maintenance of a valid health permit from the Alameda County Department of Environmental Health.

3. Mobile Retail Cart. This includes small outdoor retail carts for the sale of any type of merchandise not constructed on a permanent foundation. The location is limited to the plaza areas. Up to a maximum of five mobile retail carts are permitted.
4. Retail Kiosk. This is a fixed structure constructed on a permanent foundation for the sale of any type of merchandise, including food and beverages. The location is limited to the plaza areas and subject to approval of a Site Development Review Waiver. Up to a maximum of five retail kiosks are permitted.
5. Subject to the Temporary Use Permit standards of the Zoning Ordinance.

2. Development Regulations.

Standard	**PA 1**
Minimum Lot Area	*None*
Minimum Lot Width/Frontage	*None*
Minimum Lot Depth	*None*
Maximum Building Height[1]	74 ft.
Maximum Floor Area Ratio	0.21
Maximum Building Area[2, 3, 4]	225,000 s.f.
Setbacks	Pursuant to Dublin Municipal Code Chapter 8.36 Development Regulations unless otherwise noted
Minimum Setback	15 ft. at Dublin Blvd., Tassajara Rd. and Brannigan St. 15 ft. at I-580 Right-of-Way 5 ft. at Private Drives
Required Parking[5]	Per Dublin Municipal Code
Signage	Pursuant to an approved Master Sign Program

Notes:

1. Protective netting (including support poles) for an outdoor golf facility may extend beyond the height limit up to a maximum height 190'.
2. Allows up to two hotels of a total of 75,000 square feet with a total maximum of 140 rooms.

3. Square footage for enclosed trash rooms or building electrical rooms shall not be counted toward the maximum building area.
4. Outdoor Mobile Vendors (i.e., retail kiosks and mobile retail carts) are not included in the maximum building area.
5. So long as they comply with the development standards in the notes above, no parking is required for mobile food trucks, mobile retail carts, retail kiosks, and undesignated outdoor seating located in common areas for informal seating and dining.

PLANNING AREA 2 (PA-2) *including subareas PA-2a, PA-2b and PA-2c*

1. Statement of Uses PA-2 (as defined by the Zoning Ordinance).

PA-2a Permitted Uses[1]:

1. Multi-Family Residential[2]
2. Accessory Structures and Uses
3. Home Occupations
4. Accessory Dwelling Units
5. Junior Accessory Dwelling Units
6. Community Facility
7. Community Care Facility/Small
8. Community Care Facility/ Large
9. Family Day Care Home (up to 14 children)

PA-2b Permitted Uses[1]:

1. Multi-Family Residential
2. Accessory Structures and Uses
3. Home Occupations
4. Accessory Dwelling Units
5. Junior Accessory Dwelling Units
6. Community Care Facility/Small
7. Family Day Care Home (up to 14 children)

PA-2a and 2b Conditional Uses:

1. Bed and Breakfast

PA-2a and 2b Temporary Uses:

1. Construction-Related Temporary Uses

PA-2c Permitted Uses[1]:

1. Multi-Family Residential[3]
2. Arcade, accessory use only
3. Banks and Financial Services
4. Billiard/Pool Hall, accessory use only
5. Copying and Blueprinting
6. Eating and Drinking Establishment
7. Eating and Drinking Establishment – Specialty
8. Eating and Drinking Establishment – Take Out
9. Massage Establishment
10. Mobile Retail Cart[4]
11. Office – Professional/Administrative
12. Outdoor Permanent Vendor
13. Outdoor Sale by Established On-site Business
14. Outdoor Seating
15. Personal Services

16. Recording Studio
17. Recreational Facility/Indoor
18. Recreational Facility/Outdoor
19. Retail – General
20. Retail Kiosk[5]
21. Retail – Neighborhood
22. Retail – Service
23. Day Care Center (15+ persons)

PA-2c Conditionally Permitted Uses:

1. Animal Hospital, Veterinarian
2. Comedy Club

PA-2c Temporary Uses:

1. Arts and Crafts Fair
2. Christmas Tree Sales Lot
3. Construction-Related Temporary Uses.
4. Farmer's Market
5. Festival/Street Fair
6. Office – Trailer Commercial
7. Outdoor Event by an Established Business
8. Outdoor Sale Not Related to On-Site Established Business
9. Outdoor Skating Rink
10. Pumpkin Sales Lot

PA-2c Prohibited Uses:

1. Building Materials Sales
2. Car Wash/Detailing
3. Health Services/Clinics
4. Hotel/Motel
5. Laboratory
6. Plant Nursery
7. Repair Shop
8. Retail – Outdoor Storage
9. Service Station
10. School – Commercial
11. Tobacco Retailer

Notes:

1. A Zoning Clearance is required for those uses which are subject to a Zoning Clearance by the Zoning Ordinance.
2. Multi-family residential limited to that developed by a non-profit entity and serves to meet affordable housing needs or the housing needs of an underserved economic segment of the community
3. Multi-family residential along Finnian Way is limited to above and/or behind ground floor commercial uses.

4. Mobile Retail Cart. This includes small outdoor retail carts for the sale of any type of merchandise not constructed on a permanent foundation. The location is limited to the plaza areas. Up to a maximum of two mobile retail carts are permitted.
5. Retail Kiosk. This is a fixed structure constructed on a permanent foundation for the sale of any type of merchandise, including food and beverages. The location is limited to the plaza areas and subject to approval of a Site Development Review Waiver. Up to a maximum of two retail kiosks are permitted.
6. Subject to the Temporary Use Permit standards of the Zoning Ordinance.

2. Development Regulations: Planning Area 2a (PA-2a)

Standard	**PA-2a Public/Semi-Public**
Minimum Lot Area	*None*
Minimum Lot Width/Frontage	*None*
Minimum Lot Depth	*None*
Maximum Building Height	65 ft. 5 stories
Maximum Density	50 du/ac
Setbacks	Pursuant to Dublin Municipal Code Chapter 8.36 Development Regulations unless otherwise noted
Minimum Setbacks	10 ft. at Tassajara Road, 20 ft. at Dublin Boulevard 4 ft. at Private Drives and alleys
Common Usable Open Space	200 sf/unit
Required Parking[3]	Per Dublin Municipal Code Chapter 8.76 Off-Street Parking and Loading Regulations

3. Development Regulations: Planning Area 2b (PA-2b)

Standard		**PA-2b Medium High Density Residential**
Minimum Lot Area		*None*
Minimum Lot Width/Frontage		*None*
Minimum Lot Depth		*None*
Maximum Building Height		50 ft. 4 stories
Maximum Density		16.29 du/ac
Minimum Street Setbacks		20 ft. at Tassajara Road, 10 ft. at Central Parkway 10 ft. at Brannigan Street 20 ft. at Dublin Boulevard
Minimum Setbacks[1]		
Front	Living Area	10 ft. from back of curb 20 ft. building to building
	Porch/Deck	5 ft. from back of curb 10 ft. building to building
	Encroachments [2]	2 ft. max into required setback

Side	Corner Lot – Living Area	3 ft. to back of curb
	Corner Lot - Porch/Deck	3 ft. to back of curb
	Encroachments [2]	2 ft. max into required setback
Rear	Building to Drive Aisle	4 ft. first floor from back of curb 2 ft. upper floors from back of curb
	Garage Door	4.5 ft. from back of curb
	Encroachments [2]	2 ft. max into required setback
Minimum Building Separation		
Garage Door to Garage Door[3]		29 ft.
Building to Building (sides)		10 ft.
Encroachments [2]		2 ft. max into required setback
Required Parking		Per Dublin Municipal Code Chapter 8.76 Off-Street Parking and Loading Regulations

Notes:

1. Setbacks are measured from property line unless otherwise noted.
2. Encroachments may include window bays, chimneys, and other architectural projections.
3. Measurement is for garage doors which are across street/drive aisle from each other.

4. Development Regulations: Planning Area 2c (PA-2c)

Standard		PA 2c – Commercial
Minimum Lot Area		*None*
Minimum Lot Width/Frontage		*None*
Minimum Lot Depth		*None*
Maximum Building Height		55 ft.
Maximum Floor Area Ratio[1]		0.38
Maximum Building Area[2, 3, 4, 5]		40,000 sf of commercial uses 80,000 sf of residential uses
Setbacks		Pursuant to Dublin Municipal Code Chapter 8.36 Development Regulations unless otherwise noted
Minimum Street Setbacks		10 ft. at Tassajara Road 0 ft. at Finnian Way 5 ft. corner street side
Rear	Building to Drive Aisle	4 ft. first floor from back of curb 2 ft. upper floors from back of curb
	Garage Door	4.5 ft. from back of curb
Private Street Encroachments		2 ft. max into required setback
Required Parking[6]		Per Dublin Municipal Code Chapter 8.76 Off-Street Parking and Loading Regulations
Minimum Parking Setback		10 ft. from property line along public streets 10 ft. from property line along main entry road

Notes:

1. Floor area ratio includes commercial and residential square footage.

2. 80,000 sf of residential excludes parking garage.
3. Square footage for enclosed trash rooms or building electrical rooms shall not be counted toward the maximum building area.
4 Outdoor Mobile Vendors (i.e., retail kiosks and mobile retail carts) are not included in the maximum building area.
5 Minimum commercial space for each shophouse unit is 350 square feet.
6 No parking is required for Outdoor Mobile Vendors, and undesignated outdoor seating located in common areas for informal seating and dining.

PLANNING AREA 3 AND PLANNING AREA 4 (PA-3A and PA-4) *including subareas PA-3a and PA-3b*

1. Statement of Uses (as defined by the Zoning Ordinance).

Permitted Uses[1]:

1. Multi-Family Residential (PA-3a only)
2. Single-Family Residential (PA-3b & PA-4 only)
3. Accessory Structures and Uses
4. Home Occupations
5. Accessory Dwelling Units
6. Junior Accessory Dwelling Units
7. Community Facility
8. Community Care Facility/Small
9. Family Day Care Home (up to 14 children)

Conditionally Permitted Uses:

1. Bed and Breakfast Inn

Temporary Uses[2]:

1. Construction-Related Temporary Uses
2. Tract and Sales Office/Model Home Complex

Notes:

1. A Zoning Clearance is required for those uses which are subject to a Zoning Clearance by the Zoning Ordinance.
2. Subject to the Temporary Use Permit standards of the Zoning Ordinance.

2. Development Regulations: Planning Area 3a (PA-3a)

Standard	**PA-3a Medium High Density Residential**
Minimum Lot Area	*None*
Minimum Lot Width/Frontage	*None*
Minimum Lot Depth	*None*
Maximum Building Height	50 ft. 4 stories
Maximum Density	16.29 du/ac

Minimum Street Setbacks		20 ft. at Tassajara Road, 10 ft. at Central Parkway 10 ft. at Brannigan Street 20 ft. at Dublin Boulevard
Minimum Setbacks[1]		
Front	Living Area	10 ft. from back of curb 20 ft. building to building
	Porch/Deck	5 ft. from back of curb 10 ft. building to building
	Encroachments [2]	2 ft. max into required setback
Side	Corner Lot – Living Area	5 ft. to back of curb
	Corner Lot - Porch/Deck	3 ft. to back of curb
	Encroachments [2]	2 ft. max into required setback
Rear	Building to Drive Aisle	4 ft. first floor from back of curb 2 ft. upper floors from back of curb
	Garage Door	4.5 ft. from back of curb
	Encroachments [2]	2 ft. max into required setback
Minimum Building Separation		
Garage Door to Garage Door[3]		29 ft.
Building to Building (sides)		10 ft.
Encroachments [2]		2 ft. max into required setback
Required Parking		Per Dublin Municipal Code Chapter 8.76 Off-Street Parking and Loading Regulations

Notes:

1. Setbacks are measured from property line
2. Encroachments may include window bays, chimneys, and other architectural projections.
3. Measurement is for garage doors which are across street/drive aisle from each other.

3. Development Regulations: Planning Area 3b and 4 (PA-3b and PA-4)

Standard		**PA-3b and PA-4 Medium-Density Residential**
Minimum Lot Area		1,600 sf
Minimum Lot Width		30 ft.
Minimum Lot Depth		40 ft.
Maximum Building Height		
Primary Residence		45 ft. 3 stories
ADU/Garage		27 ft. 2 stories
Maximum Density		8.8 du/ac
Minimum Setbacks[1,3]		
Front	Living Area	8 ft. to back of curb
	Porch/Deck	5 ft. from back of curb
	Garage Door	3 ft. from back of curb
	Encroachments [2]	2 ft. max into required setback
Side[3]	Interior	3 ft. for main residence 10 ft. on one side/0 ft. on other side for

		detached garage/ADU
	Corner	4 ft.
	Encroachments[2]	2 ft. max into required setback
Rear	Living Area	4 ft. from back of curb
	ADU/Garage	4 ft. first floor from back of curb 2 ft. upper floors from back of curb 4.5 ft. from back of curb (garage door)
	Encroachments [2]	2 ft. max into required setback
Usable Private Yard Space		200 sf min. for primary residence 10 ft. min dimension
Required Parking		Per Dublin Municipal Code Chapter 8.76 Off-Street Parking and Loading Regulations

Notes:

1. Setbacks are measured from property line.
2. Encroachments may include window bays, chimneys, and other architectural projections.
3. Zero lot line configuration are permitted provided a minimum building separation of an aggregate 6 feet is provided. Articulated lot lines and Reciprocal Use Easements are allowed.

PLANNING AREAS - ALL

1. **Maximum Residential Units.** A maximum of 500 market rate units are allowed in PA-2b, PA-2c, PA-3 and PA-4 combined. A maximum of 100 affordable units are allowed in PA-2a.

2. **Phasing Plan.** The Project will be constructed in phases and ultimately subject to market conditions. Notwithstanding, the following conditions on Project phasing shall apply:

   a. Phase 1 will consist of site preparation and mass grading of the entire Project site.
   b. Phase 2 is composed of the horizontal development (e.g., construction of streets, utilities, etc.) and vertical construction of the Project, which will happen in sub-phases across all of the Project's Planning Areas. However, to ensure that the residential portions of the Project do not wholly develop in advance of the retail/commercial portions, the following restrictions are imposed on the issuance of permits:

      No building permits shall be issued for a for-sale, market rate residential unit on any portion of the Project site until improvement plans have been approved, bonds posted, and a building permit has been issued for construction of a non-residential building within the Finnian Way Commercial area in Planning Area 2c.

3. **General Plan and Eastern Dublin Specific Plan Consistency.** The Project is consistent with the General Plan and Eastern Dublin Specific Plan, as amended by the Project. The land use designations for the Project site are General Commercial for PA-1 and PA-2c, Public/Semi-Public for PA-2a, Medium-High Density Residential for PA-2b and PA-3a, and Medium Density Residential for PA-3b and PA-4. The development permitted by the PD zoning for each PA is consistent with that PA's land use designation. The Project also includes a Park/Public Recreation land use designation within PA-2 and PA-3.

4. **Inclusionary Zoning Regulations.** The Project shall comply with the Inclusionary Zoning Regulations (Chapter 8.68) for the provision of affordable housing as a residential development of 20 units or more.

5. **Aerial Photo.**



6. **Site Plan.** The following Stage 1 and Stage 2 Site Plan is conceptual. Final site design shall be determined by the Site Development Review Permit, including, but not limited to, the placement of the Public/Semi-Public affordable housing project.



7. **Architectural Standards.** The architecture of the development is characterized by clean, modern lines, using natural materials and a neutral color palette. Buildings are designed and situated to create a blend of formal and casual spaces across the site. The Project's materials, landscapes and architecture work together to create welcoming neighborhoods and public gathering spaces.

   The architectural design shall reflect the following standards:
   - Employ high quality materials to provide visual interest in the Project and to complement its surroundings.
   - Use diversity of textures in the building finishes providing a varied and interesting base form for the buildings.
   - Incorporate features such as different wall planes, heights, wall textures, roof elements, roof forms, light fixtures and landscaping to contribute layers of detail at the pedestrian level.
   - Architectural details shall extend around all sides of building, including rear elevations

when visible to perimeter public streets.

Planning Area 1 (PA-1) is characterized by larger building footprints and is organized into a modified urban street grid, geared towards regional visitors. It is anticipated to contain a hotel, community room, and various retail typologies. PA-1 contains the Tassajara Place Entertainment District, which is located at the intersection of Dublin Boulevard and Tassajara Road, and an indoor/outdoor recreation facility (e.g., Top Golf) located on the southern half of the parcel.

Planning Area 2 (PA-2c) is characterized by a mix of building footprint sizes and a series of interconnected pedestrian-friendly public spaces. These include a linear park (Grand Paseo) leading to a primary gathering space (Finnian Square and Finnian Way retail street), which connects small shops, boutiques, and restaurants to Waterford Shops to the west, and to the new high school to the east. The linear park (Grand Paseo) then extends south of Finnian Square to Dublin Boulevard to a bus stop.

Planning Area 3 (PA-3) is characterized by the north extension of the Grand Paseo, preserving the view corridor to Mount Diablo, as well as enhanced sidewalks along Central Avenue connecting the paseo to Emerald Glen Park. PA-3 is also characterized by the Aviano Way extension, creating a bike and pedestrian friendly corridor to Piazza Sorrento and Kolb Elementary School beyond.

Residential (PA-2, 3 and 4)
The goal of the architecture in the residential areas is to complement that of the commercial areas and provide design continuity within the Project as a whole. The objective is to allow flexibility within each neighborhood while maintaining a cohesive design theme throughout the Project. The architecture design shall employ a variety of colors and high-quality materials.

Commercial (PA-1 and PA-2c)
The goal of the architecture in the commercial areas is promote distinct storefronts. The objective is to allow the maximum expression of a store's individual personality and character while maintaining a cohesive design theme throughout the Project. The architecture design shall employ a variety of colors and high-quality materials so that the buildings make a statement on their own.

8. Preliminary Landscape Plan.



The conceptual landscape design of the Project shall reflect the following standards. The landscape design shall:

- Create a linear park-like environment that is accessible to the public linking Gleason Drive all the way to Dublin Boulevard, leading bikes and pedestrians to Finnian Square retail district, and preserving views of Mount Diablo.
- Create a regional retail and entertainment destination at the richly landscaped Tassajara Place Entertainment District on PA-1. The plaza will be designed for customer experience, children's play and extended stay times.
- Provide interpretive and educational components to enrich visitor's experience on the site.
- Treat the site's storm water in a set of basins throughout the site that are linked to the site's water infrastructure, or for areas where regional treatment was previously approved, treat the site's stormwater in a regional stormwater treatment basin.
- Create a visual buffer and soften the edge between the public realm and the site.
- Utilize plants that provide a year-round vegetated landscape with seasonality, color, and interest for an attractive visual environment.
- Incorporate landscape design intended to screen large, gathered parking areas within PA-1 to reduce the visual impact of such parking from Interstate 580 and Tassajara Road while maintaining visibility to the buildings and businesses.

Finnian Square Landscape Design Criteria

The landscape of Finnian Square shall focus on quality, and intimate gathering spaces. Outdoor seating for restaurants is key and shall be integral to the overall design of the square. The square shall provide a number of different seating options. The placement of shrubs, built-in seating, and planters shall be low so as not to obstruct sight-lines to retail spaces and activity in the plaza. Trees shall be placed to compliment seating areas and provide shade. In the square itself, trees shall represent a variety of species with varied characteristics for visual interest. Landscaping should be used to provide some buffer to vehicular traffic on Finnian Way, but not obstruct circulation into the square. In dedicated seating areas, special pavers or other materials shall be used to create an enhanced environment encouraging longer stay times. Flexible seating can be used to provide greater choice (hard, soft, short, tall, reclining, etc.) accommodating different user needs and preferences. A small, low, water feature will provide acoustic and visual calming.

Tassajara Place Entertainment District Landscape Design Criteria

The landscaped plaza will be richly detailed, and programmed for different activities such as live music, fitness, social gaming such as bocce ball, and experiential diversity. Trees and plants will be designed to create greater outdoor comfort with color, texture and shade. The central plaza at Tassajara Place will provide a variety of tree species introducing variation in texture, size and color. Shade and ornamental trees will populate the central plaza and will be carefully positioned to maintain view corridors to shops and signage. Shrubs and other plantings will be a combination of decorative floral and low water use native species where appropriate. It is important that the hard-scape design at Tassajara Place is not utilitarian. The focus of the materials should reflect a high level of craft and material richness. Careful and strategic use of high-quality materials such as brick pavers, stone, and hardwood will elevate customer experience over nearby competing centers. Part of the plaza will accommodate live music, with sound and electricity provided. Accommodations for seasonal decorations will also be provided.

The Grand Paseo Concept

The Grand Paseo ties together the SCS Dublin site from Dublin Boulevard all the way to Gleason Drive. Along the paseo it varies in size and experience to provide users a dynamic environment with much to offer. From south to north, the paseo widens towards views of Mount Diablo. From north to south, the paseo narrows coinciding with Finnian Square bring the energy of the retail shops and the recreational promenade together. A generous multi-use path, with distinctive paving shall run the full length of the Grand Paseo from Gleason Drive to Dublin Boulevard. The paving on the multi-use path should clearly delineate bike and pedestrian lanes.

The Grand Paseo should embrace bio-diversity in tree and shrub plantings and low water/drought tolerant plantings. Shade trees should be placed strategically in areas with longer stay times and regular pedestrian and bike circulation. A distinctive signature tree species should accentuate the paseo. Community gardens, if included, should be located close to Central Parkway, convenient to Emerald Glen Park. The final design of the Grand Paseo is subject to the City's park planning and community input process.

9. **Applicable Requirements of the Dublin Zoning Ordinance.** Except as specifically provided in this Stage 1 and Stage 2 Development Plan, the use, development, improvement, and maintenance of the property shall be subject to the regulations of the closest comparable zoning district as determined by the Community Development Director and the Dublin Zoning Ordinance.

10. **Statement of Compatibility with Stage 1 Development Plan.** The Stage 2 portion of this Development Plan is consistent with the Stage 1 portion of this Development Plan.

SECTION 5. SEVERABILITY

The provisions of this Ordinance are severable and if any provision, clause, sentence, word or part thereof is held illegal, invalid, unconstitutional, or inapplicable to any person or circumstances, such illegality, invalidity, unconstitutionality, or inapplicability shall not affect or impair any of the remaining provisions, clauses, sentences, sections, words or parts thereof of the ordinance or their applicability to other persons or circumstances.

SECTION 6. POSTING OF ORDINANCE

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

SECTION 7. EFFECTIVE DATE

This Ordinance shall take effect thirty (30) days following its adoption.

PASSED AND ADOPTED BY the City Council of the City of Dublin, on this 6th day of December, by the following votes:

AYES:

NOES:

ABSENT:

ABSTAIN:

_____
Mayor

ATTEST:

_____
City Clerk

ORDINANCE NO. xx - 22

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF DUBLIN

APPROVING A DEVELOPMENT AGREEMENT BETWEEN THE CITY OF DUBLIN AND SCS DEVELOPMENT COMPANY RELATED TO THE SCS DUBLIN PROJECT (PLPA-2022-00005) (APNs 985-0051-004, 985-0051-005, 985-0051-006, 985-0052-024, and 985-0052-025)

The Dublin City Council does ordain as follows:

SECTION 1. RECITALS

A. A request has been made by SCS Development Company to enter into a Development Agreement with the City of Dublin for the property known as the SCS Dublin Project site, which includes properties identified by Assessor Parcel Numbers 985-0051-004, 985-0051-005, 985-0051-006, 985-0052-024, and 985-0052-025, an approximately 76.2-acre site.

B. The Property Owner, SCS Development Company, is requesting a Planned Development Rezoning with Stage 1 and Stage 2 Development Plans. The proposed Project includes up to 500 market rate residential units and up to 100 affordable units, up to 265,000 square feet of retail commercial development, and related infrastructure and landscape improvements. Requested land use approvals include a General Plan Amendment and Eastern Dublin Specific Plan Amendment, a Planned Development Rezoning with Stage 1 and Stage 2 Development Plans, and a Development Agreement, among other related actions. These planning and implementing actions are collectively known as the "SCS Dublin Project" or the "Project."

C. The Project site is approximately 76.2 acres generally bounded by Tassajara Road, Gleason Drive, Brannigan Street and I-580 (APNs 985-0051-004, 985-0051-005, 985-0051-006, 985-0052-024, and 985-0052-025).

D. The project is the subject of an Environmental Impact Report (EIR), State Clearinghouse No. 2022040022. The activities under the Development Agreement do not result in any impacts beyond what was previously analyzed in the EIR.

E. The proposed Development Agreement is attached to this Resolution as Exhibit A.

F. The Planning Commission held a public hearing on the proposed Development Agreement on October 25, 2022, for which public notice was given by law.

G. The Planning Commission recommended that the City Council approve the SCS Dublin Project including the Development Agreement by Resolution No. 22-13.

H. A public hearing on the proposed Development Agreement was held before the City Council on November 15, 2022, for which public notice was given as provided by law.

I. The City Council has considered the recommendation of the Planning Commission, including the Planning Commission's reasons for its recommendation, the Agenda Statement, all comments received in writing, and all testimony received at the public hearing.

SECTION 2: FINDINGS AND DETERMINATIONS

Therefore, on the basis of: (a) the foregoing Recitals which are incorporated herein, (b) the City of Dublin General Plan; (c) the Eastern Dublin Specific Plan, (d) the SCS Dublin Project EIR; (e) the Staff Report; (f) information in the entire record of proceeding for the Project, and on the basis of the specific conclusions set forth below, the City Council finds and determines that:

A. The Development Agreement is consistent with the objectives, policies, general land uses and programs specified and contained in the City's General Plan, and in the Eastern Dublin Specific Plan in that: (a) the Development Agreement incorporates the objectives policies, general land uses and programs in the General Plan and Specific Plan and does not amend or modify them; and (b) the Project is consistent with the fiscal policies of the General Plan and Specific Plan with respect to the provision of infrastructure and public services.

B. The Development Agreement is compatible with the uses authorized in, and the regulations prescribed for, the land use districts in which the real property is located because the Development Agreement does not amend the uses or regulations in the applicable land use district.

C. The Development Agreement is in conformity with public convenience, general welfare, and good land use policies in that the Developer's Project will implement land use guidelines set forth in the Eastern Dublin Specific Plan and the General Plan as articulated in Resolution No. 136-22, amending the General Plan and the Eastern Dublin Specific Plan, adopted by the City Council on November 15, 2022.

D. The Development Agreement will not be detrimental to the health, safety, and general welfare in that the Developer's proposed Project will proceed in accordance with all the programs and policies of the General Plan, Eastern Dublin Specific Plan, and future Project Approvals and any Conditions of Approval.

E. The Development Agreement will not adversely affect the orderly development of property or the preservation of property values in that the project will be consistent with the General Plan, the Eastern Dublin Specific Plan, and future project approvals.

F. The Development Agreement specifies the duration of the agreement, the permitted uses of the property, and the obligations of the Applicant. The Development Agreement contains an indemnity and insurance clause requiring the developer to indemnify and hold the City harmless against claims arising out of the development process, including all legal fees and costs.

SECTION 3. APPROVAL

The City Council hereby approves the Development Agreement (**Exhibit A** to the Ordinance) and authorizes the City Manager to execute it.

SECTION 4. RECORDATION

Within ten (10) days after the Development Agreement is fully executed by all parties, the City Clerk shall submit the Agreement to the County Recorder for recordation.

SECTION 5. EFFECTIVE DATE AND POSTING OF ORDINANCE

This Ordinance shall take effect and be in force thirty (30) days from and after the date of its passage. The City Clerk of the City of Dublin shall cause the Ordinance to be posted in at least three (3) public places in the City of Dublin in accordance with Section 36933 of the Government Code of the State of California.

PASSED AND ADOPTED BY the City Council of the City of Dublin, on this 6th day of December, 2022 by the following votes:

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

Space above this line for Recorder's use

DEVELOPMENT AGREEMENT

FOR THE SCS DUBLIN PROJECT

THIS DEVELOPMENT AGREEMENT (this "**Agreement**" or this "**Development Agreement**") is made and entered into for reference purposes on this __day of _____, 2022, by and between the City of Dublin, a Municipal Corporation (hereafter "**City**") and AWARD HOMES, INC., a California corporation ("**Award**"), SCS DEVELOPMENT COMPANY, a California corporation ("**SCS Development**"), and SANTA CLARA VALLEY HOUSING GROUP, INC., a California corporation ("**SCV Housing**") (Award, SCS Development, and SCV Housing are collectively referred to herein as "**Developer**") pursuant to the authority of §§ 65864 et seq. of the California Government Code and Dublin Municipal Code, Chapter 8.56. City and Developer are, from time-to-time, individually referred to in this Agreement as a "**Party**," and are collectively referred to as "**Parties**."

RECITALS

A. California Government Code §§ 65864 *et seq.* ("**Development Agreement Statute**") and Chapter 8.56 of the Dublin Municipal Code (hereafter "**Chapter 8.56**") authorize the City to enter into a Development Agreement for the development of real property with any person having a legal or equitable interest in such property in order to establish certain development rights in such property.

B. Developer owns certain real property (the "**Property**") consisting of approximately 76.9 acres of land, as more particularly described in Exhibit A, Legal Description of Property, attached hereto and incorporated herein by reference.

C. Developer has applied for, and City has approved, various land use approvals in connection with a project consisting of up to 500 market rate residential units, up to 100 affordable units, and up to 265,000 square feet of retail commercial development (the "**Project**"), including, without limitation, a General Plan and Eastern Dublin Specific Plan Amendment for the SCS Dublin Project (Resolution No. 136-22 adopted on November 15, 2022) and a Stage 1 and Stage 2 Planned Development Rezoning and Development Plan for the SCS Dublin Project (Ord. No. __-22 adopted by the City Council on _____, 2022) (the "**PD**"), and this Agreement (approved by the DA Approving Ordinance (defined below)) (collectively the "**Project Approvals**").

D. Development of the Project will require additional approvals from the City, including but not limited to a subdivision map or maps and Site

Development Review approval or approvals (the "Subsequent Project Approvals").

E. City desires the timely, efficient, orderly and proper development of the Project.

F. City and Developer have reached agreement and desire to express herein a Development Agreement that will facilitate development of the Project subject to conditions set forth herein.

G. City has undertaken, pursuant to the California Environmental Quality Act (Public Resources Code Section 21000 et seq., hereinafter "**CEQA**"), the required analysis of the environmental effects that would be caused by the Project and has determined those feasible mitigation measures which will eliminate, or reduce to an acceptable level, the adverse environmental impacts of the Project. The environmental effects of the proposed development of the Property were analyzed by the Final Environmental Impact Report and certified by the City Council on November 15, 2022. City has also adopted a mitigation monitoring and reporting program to ensure that those mitigation measures incorporated as part of, or imposed on, the Project are enforced and completed. Those mitigation measures for which Developer is responsible are incorporated into, and required by, the Project Approvals. City also has adopted findings of fact and statements of overriding considerations for those adverse environmental impacts of the Project that may not or cannot be mitigated to a less than significant level.

H. City has given the required notice of its intention to adopt this Development Agreement and has conducted public hearings thereon pursuant to Government Code Section 65867 and Chapter 8.56. As required by Government Code Section 65867.5, City has found that the provisions of this Development Agreement and its purposes are consistent with the goals, policies, standards and land use designations specified in City's General Plan.

I. On October 25, 2022, the City of Dublin Planning Commission, the initial hearing body for purposes of development agreement review, recommended approval of this Development Agreement pursuant to Resolution No. 22-13.

J. On ___, 2022, the City Council of the City of Dublin adopted Ordinance No. ___ approving this Development Agreement (the "DA Approving Ordinance"). The DA Approving Ordinance took effect on ____, 2022.

NOW, THEREFORE, with reference to the foregoing recitals and in consideration of the mutual promises, obligations and covenants herein contained, City and Developer agree as follows:

AGREEMENT

1. **Description of Property.** The Property that is the subject of this Agreement is described in Exhibit A. Upon the City's vacation of the Northside Drive PA1 Property (as defined in Section 8.1 herein) pursuant to Section 8.1, the Northside Drive PA1 Property automatically shall become part of the Property and City and Developer shall execute and record a Clarification (as defined in Section 9.4) of this Agreement in accordance with Section 9.4 to amend the legal description of the Property attached hereto as Exhibit A to add such Northside Drive PA1 Property.

2. **Interest of Developer.** Developer has a legal interest in the Property in that it is the owner of the Property.

3. **Relationship of City and Developer.** It is understood that this Agreement is a contract that has been negotiated and voluntarily entered into by the City and Developer and that neither City nor Developer is an agent of the other. The City and Developer hereby renounce the existence of any form of joint venture or partnership between them, and agree that nothing contained herein or in any document executed in connection herewith shall be construed as making the City and Developer joint venturers or partners.

4. **Effective Date and Term**

4.1 Effective Date. The effective date of this Agreement ("**Effective Date**") is the date upon which the DA Approving Ordinance takes effect.

4.2 Term. The term of this Agreement shall commence on the Effective Date and shall continue for five years thereafter, unless said term is otherwise extended or terminated as provided in this Agreement (as so extended or terminated, the "**Term**"). In the event that any third-party lawsuit is filed challenging the City's issuance of the Project Approvals or its compliance with CEQA, the Term of this Agreement shall be automatically extended for a duration equal to the time from the filing of such lawsuit to the entry of a final order dismissing or otherwise finally terminating such lawsuit, which duration shall include any appeals ("**Litigation Extension**"). If required by one of the parties, the other party shall enter into a Clarification pursuant to Section 9.4 below memorializing the length of such Litigation Extension. This Agreement

shall terminate with respect to any for sale residential lot and such lot shall be released and no longer subject to this Agreement, without the execution or recordation of any further document, when a certificate of occupancy has been issued for the building(s) on such lot.

4.3 Optional Extension. Prior to the expiration of the Term of this Development Agreement, as provided in Section 4.2, Developer may extend the Term of the Development Agreement. To do so, Developer shall give City written notice at least 90 days prior to the termination date of the Development Agreement. At the time Developer provides such notice, Developer shall make a payment to City in the amount of $250,000 (adjusted for inflation from the Effective Date using the CPI-U, San Francisco-Oakland-San Jose Area) for each year of extension requested under this provision. Upon receipt of the notice and the contribution, the City Manager shall approve the extension and shall notify the Developer in writing that the Term of the Development Agreement has been automatically extended for an additional time period equal to the time period requested by Developer under this provision, commencing on the date the Development Agreement would otherwise have terminated; provided Developer may exercise its option to extend the Development Agreement no more than five times, for a maximum total Term of the Development Agreement of ten years (plus any extensions pursuant to Sections 4.2 or 4.3 hereof). Provided there is an extension period remaining, Developer may request the extension for multiple years and provide the payment due for each year's extension. Each extension shall apply to the entire Property upon payment of one $250,000 (as adjusted in accordance with this Section 4.3) per year extension payment, even if the Property is owned by multiple Developers at that time.

4.4 Term of Project Approvals. The term of any Subsequent Project Approvals (as defined in Recital D) for the Property or any portion thereof, specifically including, without limitation, subdivision map or maps and Site Development Review approval or approvals, shall be extended automatically for the Term of this Agreement.

4.4.1 Termination of Agreement. In the event that this Agreement is terminated prior to the expiration of the Term, the term of any Project Approval and the vesting period for any final subdivision map approved as a Project Approval shall be the term of the approval but for this Section 4.4.

5. Vested Rights/Use of the Property/Applicable Law/Processing

5.1 Right to Develop. Developer shall have the vested right to develop the Project on the Property in accordance with the terms and conditions of (i) this Agreement, the Project Approvals (as and when issued), and any amendments to any of them as shall, from time to time, be approved pursuant to this Agreement, and (ii) the City's ordinances, codes, resolutions, rules, regulations and official policies governing the development, construction, subdivision, occupancy and use of the Project and the Property including, without limitation, the General Plan, the Dublin Municipal Code, and the Specific Plan, the permitted uses of the Property, density and intensity of use of the Property and the maximum height, bulk and size of proposed buildings, and the provisions for reservation or dedication of land for public purposes that are in force and effect on the Effective Date of this Agreement (collectively, "**Applicable Law**"). In exercising its discretion when acting upon Subsequent Project Approvals, City shall apply the Applicable Law as the controlling body of law (within which Applicable Law such discretion shall be exercised). Upon approval by the City, and provided that the specific Subsequent Project Approvals are consistent with the Project Approvals, the subsequently approved tentative map or maps and Site Development Review approval or approvals for the Project shall become a Project Approval and shall become part of the law Developer is vested into under this Agreement without the need to amend this Agreement. Notwithstanding the foregoing or anything to the contrary herein, any amendment to the Project Approvals shall not become part of the law Developer is vested into under this Agreement unless an additional amendment of this Agreement is entered into between Developer and City in accordance with this Agreement. In the event that such amendments to the Project Approvals are sought for any distinct portion of the Property or Project, such amendments shall not require amendment of this Agreement with respect to any other portion of the Property or Project, except to the extent set forth in such amendment.

5.2 Fees, Exactions, Dedications. The City shall not apply to the Project any development impact fee or any application, processing or inspection fee (collectively, "**Fees**") that the City first enacts after the Effective Date. Except as otherwise set forth in this Agreement, City and Developer agree that this Agreement does not limit the City's discretion to impose or require (a) payment of any fees in connection with the issuance of any Subsequent Project Approvals as necessary for purposes of mitigating environmental and other impacts of the Project, (b) dedication of any land, or (c) construction of any public improvement or facilities (collectively "**Exactions**"). Except as specifically

provided herein, nothing in this Agreement shall limit the City's ability to impose existing development impact Fees at rates that are increased beyond the amounts in effect on the Effective Date or limit Developer's ability to challenge any such increases under state or local law.

5.3 Construction Codes. Notwithstanding the provisions of Section 5.1 above, to the extent Applicable Law includes requirements under the state or locally adopted building, plumbing, mechanical, electrical and fire codes (collectively the "**Codes**"), the Codes included shall be those in force and effect at the time Developer submits its application for the relevant building, grading, or other construction permits to City. In the event of a conflict between such Codes and the Project Approvals, the Project Approvals shall, to the maximum extent allowed by law, prevail. For construction of public infrastructure, the Codes applicable to such construction shall be those in force and effect at the time of execution of an improvement agreement between City and Developer pursuant to Chapter 9.16 of the Dublin Municipal Code.

5.4 New Rules and Regulations. During the Term of this Agreement, the City may apply new or modified ordinances, resolutions, rules, regulations and official policies of the City to the Property which were not in force and effect on the Effective Date only to the extent they are not in conflict with the vested rights granted by the Applicable Law, the Project Approvals or this Agreement. In addition to any other conflicts that may occur, each of the following new or modified ordinances, resolutions, rules, regulations or official policies shall be considered a per se conflict with the Applicable Law:

5.4.1 Any application or requirement of such new or modified ordinances, resolutions, rules, regulations or official policies that would (i) cause or impose a substantial financial burden on, or materially delay development of the Property as otherwise contemplated by this Agreement or the Project Approvals, (ii) frustrate in a more than insignificant way the intent or purpose of the Project Approvals or preclude compliance therewith including, without limitation, by preventing or imposing limits or controls in the rate, timing, phasing or sequencing of development of the Project; (iii) prevent or limit the processing or procuring of Subsequent Project Approvals; or (iv) reduce the density or intensity of use of the Property as a whole, or otherwise requiring any reduction in the square footage of, or total number of, proposed buildings, structures and other improvements, in a manner that is inconsistent with or more restrictive than the limitations included in this Agreement and the Project Approvals; and/or

5.4.2 If any of such ordinances, resolutions, rules, regulations or official policies do not have general (City-wide) applicability.

5.5 Moratorium Not Applicable. Notwithstanding anything to the contrary contained herein, if a City ordinance, resolution, policy, directive, or other measure is enacted or becomes effective, whether by action of the City or by initiative, and if it imposes a building moratorium which affects all or any part of the Project, City agrees that such ordinance, resolution or other measure shall not apply to the Project, the Property, this Agreement, or the Project Approvals unless the building moratorium is imposed as part of a declaration of a local emergency or state of emergency as defined in Government Code section 8558, provided that to the extent a moratorium applies to all or any part of the Project then the Term shall automatically be extended for a period of time equal to the period of the moratorium.

5.6 Revised Application Fees. Notwithstanding section 5.2, any existing application, processing, and inspection fees that are revised during the Term of this Agreement shall apply to the Project provided that (1) such fees have general applicability and are consistent with State law limitations that processing fees not exceed the estimated reasonable cost of providing the service for which they are charged; (2) the application of such fees to the Property is prospective; and (3) the application of such fees would not prevent, impose a substantial financial burden on, or materially delay development in accordance with this Agreement. By so agreeing, Developer does not waive its rights to challenge the legality of any such application, processing and/or inspection fees.

5.7 New Taxes. This Agreement shall not prohibit the application of any subsequently enacted city-wide taxes to the Project provided that (1) the application of such taxes to the Property is prospective, and (2) the application of such taxes would not prevent development in accordance with this Agreement. By so agreeing, Developer does not waive its rights to challenge the legality of any such taxes, facially or as applied to its Project or Property, or to claim exemption from any taxes to the extent allowed by law.

5.8 Development of the Project; Phasing, Timing. Since the California Supreme Court held in *Pardee Construction Co. v. City of Camarillo* (1984) 37 Cal. 3d 465 that the failure of the parties therein to provide for the timing of development resulted in a later adopted initiative restricting the timing of development to prevail over such parties' agreement, it is the Parties' intent to cure that deficiency by acknowledging and providing that this Agreement

contains no requirements that Developer must initiate or complete any action, including without limitation, development of the Project within any period of time set by City. Nothing in this Agreement is intended to create nor shall it be construed to create any affirmative development obligations to develop the Project, or liability in Developer under this Agreement if the development fails to occur. It is the intention of this provision that Developer be able to develop the Property in accordance with its own time schedules and the Project Approvals.

5.9 Project Phasing. The Property will develop in phases and ultimately will be subject to market conditions. Notwithstanding anything to the contrary in this Agreement, Developer agrees to the following conditions on phasing shall apply:

5.9.1 Phase 1 will consist of site preparation and mass grading of the entire Project site.

5.9.2 Phase 2 is composed of the horizontal development (e.g., construction of streets, utilities, etc.) and vertical construction of the Project, which will happen in sub-phases across all of the Project's Planning Areas. However, to ensure that the residential portions of the Project do not wholly develop in advance of the retail/commercial portions, the following restrictions are imposed on the issuance of permits: No building permits shall be issued for a for-sale, market rate residential unit on any portion of the Project site until improvement plans have been approved, bonds posted, and a building permit has been issued for construction of a non-residential building within the Finnian Way Commercial area in Planning Area 2c (as defined, described, and depicted in the PD).

5.10 Processing. Nothing in this Agreement shall be construed to limit the authority or obligation of City to hold necessary public hearings, nor to limit the discretion of City or any of its officers or officials with regard to Subsequent Project Approvals that require the exercise of discretion by City, provided that such discretion shall be exercised consistent with the vested rights granted by this Agreement, the Applicable Law and the Project Approvals.

6. **Community Benefit; Potential Formation of Community Facilities District.**

6.1 Community Benefit Payment. Developer will make a cash contribution of $1,000,000 to the City as a Community Benefit (the "**Community Benefit Payment**"). The Community Benefit Payment shall be paid prior to the

issuance of the first building permit in the Project. Each Community Benefit Payment in the amounts set forth above shall apply to the entire Property even if the Property is owned by multiple Developers at that time. Notwithstanding anything to the contrary herein, Developer agrees, on behalf itself and its successors, that, should it fail to make any payments when due, the City may withhold any permits or approvals within the Project until the payment or payments have been made, even if the rights to those permits and approvals are then held by Developer's successors.

6.2 Community Facilities District.

6.2.1 Developer intends to propose the formation of a community facilities district or districts by the City pursuant to the Mello-Roos Community Facilities District Act of 1982 (Gov. Code §§ 53311–53368.3) (the "**Mello-Roos Act**") to finance public facilities. The City agrees to, upon Developer's presentation of a landowner's petition and Developer's payment of a fee, as described in subdivision (d) of Government Code section 53318, use its best efforts to commence proceedings to form a CFD to finance certain public facilities, so long as Developer's proposal is consistent with the City's CFD Goals (Resolution No. 50-17) and would not, if approved, allow the effective tax rate to exceed 1.75% or the term of the bonds to exceed 35 years. The City Council is not obligated to approve the CFD.

6.2.2 If the City approves the CFD and issues bonds, the amount of the Community Benefit Payment shall be increased by an amount that would result in the City receiving 10% of the aggregate face value of all bonds issued less $1,000,000.

7. **Affordable Housing.**

7.1 Units Required by Regulations. The Project includes up to 500 residential units. Pursuant to the City's Inclusionary Zoning Regulations (Chapter 8.68 of the Dublin Municipal Code) (the "**Regulations**"), developers of more than 20 residential units are required to set aside 12.5% of the units in the project as affordable units as specified. Based on 500 units and the currently anticipated mix of rental and for sale units, the Developer's inclusionary zoning obligation would be 63 units broken down as follows: 38 moderate income units and 25 low income.

7.2 Alternative Compliance Authorized. Under the Regulations, certain exceptions permit developers to satisfy the obligation other than through on-site construction. For instance, part of this obligation can be satisfied

through the payment of a fee in-lieu of construction of units. In addition, developers can satisfy their affordable housing obligations by, among other mechanisms, obtaining City Council approval of an alternative method of compliance that the City Council finds meet the purposes of the Regulations.

7.3 Alternative Compliance for the Project. Developer shall satisfy its 69-unit affordable housing obligation through the following "alternative method of compliance" under Section 8.68.040.E of the Regulations:

7.3.1 Affordable Accessory Dwelling Units. While Developer is contemplating Subsequent Projects Approvals that would include the production of 106 detached accessory dwelling units ("**ADUs**"), the processing of those Subsequent Project Approvals could result in a decrease in the number of ADUs. Therefore, as may be specified in the Subsequent Project Approvals authorizing the development of market rate housing, Developer shall enter into an otherwise standard affordable housing agreement that requires it to provide approximately 100 (and not less than 85) deed-restricted detached ADUs, with half in the moderate-income category and half in the low-income category.

7.3.2 Contribution of Affordable Housing Site. As may be specified in the Subsequent Project Approvals authorizing the development of market rate housing, with respect to the 3.8± acre Public/Semi-Public site within Planning Area 2 (as defined, described, and depicted in the PD) (the "**P/SP Site**"), Developer shall elect to either:

(a) Enter into an agreement with the City that ensures, to the satisfaction of the City, that Developer or its successor will complete a multi-family project on the P/SP Site that, upon completion, would allow the City to report on its next annual report prepared pursuant to Government Code section 65400 the completed project as having satisfied the City's regional housing needs obligation for 100 lower-income units; or

(b) Dedicate the P/SP Site to the City or its designee on the applicable final map (or by other instrument) prior to the Project's first residential building permit. If Developer elects to dedicate the P/SP Site, it shall, prior to the dedication, complete the rough grading of the P/SP Site and associated improvements (including street frontage improvements, including, but not limited to, curb, gutter, sidewalk, landscape, irrigation, and access roadways on all sides of the dedicated parcel that are adjacent to current and future roadways) all as specified in the approved tentative map associated with the dedication, if any, and provide evidence acceptable to the City Engineer

demonstrating that the land to be conveyed (including any imported fill) meets applicable environmental standards for residential development or such lesser standard acceptable to the City.

7.3.3 Moderate-Income Units or Contribution to First Time Homebuyer Program. As may be specified in the Subsequent Project Approvals authorizing the development of market rate housing, Developer shall, prior to issuance of the first residential building permit, (a) enter into an otherwise standard affordable housing agreement that requires it to provide 6 moderate-income, for-sale, entry-level townhome units within Planning Area 3A of the Project and (b) contribute $1,000,000 to the City's first-time homebuyer program, with such agreement requiring that the City set aside such funds to assist first-time homebuyers purchasing homes within the Property, until such time as all for-sale units in the Project have been sold at least once.

7.3.4 Satisfaction of City Requirements. Through its approval of this Agreement, the City Council hereby finds that the "alternative method of compliance" in this section 7.3 meets the purposes of the Regulations and will promote the City's affordability and Housing Element goals.

7.4 Additional Market-Rate Units. Any additional market-rate residential development on the Property above 500 units shall be subject to the requirements of the Regulations, notwithstanding the Inclusionary Zoning Regulations limitation to projects of 20 or more units.

8. **Dedications; Vacations.**

8.1 Northside Drive. As part of this Agreement, the City shall take the necessary actions to vacate Northside Drive. Provided that City has vacated Northside Drive, Developer shall acquire the portion Northside Drive within Planning Area 1 (the "**Northside Drive PA1 Property**"), as depicted in Exhibit B, from the City for its "Fair Market Value" (determined in accordance with Section 8.3.1 herein), prior to the issuance of a building permit for Planning Area 1.

8.1.1 Determination of Fair Market Value. City shall have the Northside Drive PA1 Property appraised and deliver to Developer a written notice (the "**Fair Market Value Notice**") setting forth the proposed fair market value of the Northside Drive PA1 Property based on the appraisal (the "**Fair Market Value**"). Developer, within ten business days after Developer's receipt of the Fair Market Value Notice, shall either (i) deliver to City written notice (the "**Acceptance Notice**") that Developer accepts the Fair Market Value set forth in the Fair Market Value Notice, or (ii) if Developer disagrees with City's

determination of the Fair Market Value, deliver to City written notice of rejection (the "**Rejection Notice**"). If Developer fails to provide City with an Acceptance Notice or Rejection Notice within such ten business day period, Developer shall be deemed to have delivered an Acceptance Notice.

(b) If Developer delivers a Rejection Notice, Developer and City shall meet and confer in good faith regarding the Fair Market Value. In the event Developer delivers a Rejection Notice and the Parties are not able to agree in writing on the Fair Market Value by the date that is twenty business days after City's delivery of the Fair Market Value Notice, then Developer may elect to prepare its own appraisal.

(c) Upon completion of its appraisal, Developer shall deliver City a written notice setting forth the proposed fair market value ("**Developer's Fair Market Value Notice**"). If the Parties are not able to agree in writing on the Fair Market Value by the date that is twenty business days after the delivery of the Developer's Fair Market Value Notice, then within five business days the Parties shall attempt to agree on an appraiser to determine the Fair Market Value. If the Parties are unable to agree in that time, then each Party shall designate an appraiser within five days thereafter. Should either Party fail to so designate an appraiser within that time, then the appraiser designated by the other Party shall determine the Fair Market Value. Should each of the Parties timely designate an appraiser, then the two appraisers so designated shall appoint a third appraiser who shall, acting alone, determine the Fair Market Value. Any third party appraiser designated hereunder shall have an M.A.I. certification or equivalent with not less than 5 years' experience in the valuation of commercial property in Alameda County, California.

(d) Within five business days following the selection of the appraiser, Developer and City shall each submit in writing to the appraiser its determination of the Fair Market Value (respectively, the "**Developer Determination**" and the "**City Determination**"). Should either Party fail timely to submit its Fair Market Value determination, then the determination of the other Party shall be conclusive and binding on the Parties. The appraiser shall not disclose to either party the Fair Market Value determination of the other party until the expiration of that five business day period or, if sooner, the appraiser's receipt of both the Developer Determination and the City Determination.

(e) Within twenty days following the selection of the appraiser and such appraiser's receipt of the Developer Determination and the

City Determination, the appraiser shall determine whether the Fair Market Value determined by Developer or by City more accurately reflects the fair market value of the property. Accordingly, either the Developer Determination or the City Determination shall be selected by the appraiser as the Fair Market Value. At any time before the decision of the appraiser is rendered, either Party may, by written notice to the other Party, accept the Fair Market Value submitted by the other Party, in which event such value shall be deemed adopted as the agreed Fair Market Value. The fees of the appraiser(s) shall be shared equally by the Parties.

8.2 Brannigan Extension. The Project Approvals anticipate an extension of Brannigan Street that would extend south of Dublin Boulevard (the "**Brannigan Extension**"). Future approvals of development of the portion of the Property south of Dublin Boulevard will require Developer to construct the Brannigan Extension and to make good faith efforts to acquire the necessary land title and interests from the adjoining property owner. Government Code section 66462.5 ("**Section 66462.5**") provides that, under circumstances in which neither the City nor the Developer has the necessary property interests to complete an improvement required by the tentative map conditions, the City shall either (a) require Developer to enter into an agreement that requires the completion of the improvement at such time as it has acquired the interests or (b) acquire the necessary interests within 120 days of filing the map or waive the condition requiring the improvement. Developer desires more certainty regarding when the improvements will be completed, and the City desires that a diligent, good-faith effort be made by the Developer to acquire the necessary interests with the agreement of the adjacent property owner. Accordingly, the City agrees, upon Developer's demonstration of such diligent, good faith efforts to the satisfaction of the City Manager, to commence the process described under Section 66462.5 within 90 days of providing such evidence to the City Manager. All costs associated with acquisition shall be the obligation of Developer. Notwithstanding the foregoing, in the event of acquisition of the Brannigan Extension right-of-way by City through negotiation or settlement (rather than by final judgment in an eminent domain action), City shall not pay more than ten percent (10%) above the fair market value of the Brannigan Extension right-of-way (determined in accordance with the procedures set forth in Section 8.1.1 herein) without Developer's prior written consent, in Developer's sole discretion.

8.3 Community Center. As may be specified in the Subsequent Project Approvals authorizing the development of any portion of Planning Area 2 (as defined, described, and depicted in the PD), Developer shall construct and

dedicate (or permanently make available free of charge) to the City community center/event space (improved to a "warm shell") (the "Community Center") for use as the Community Center. The Community Center shall consist of a minimum of 1,800 square feet of indoor space and serve as event space and for City programming and will contribute to the City's effort to add additional community space as defined in the City's Parks and Recreation Master Plan. The Community Center shall be dedicated (or permanently made available) to the City, via deed or final map. Development of the Community Center shall be subject to an improvement agreement to be entered into at a later date between City and Developer that shall address the details, delivery, timing and maintenance of the Community Center. As part of the any transfer of property to the City, the Developer shall record a public parking easement on the adjoining parcel(s) to ensure adequate public parking for the facility. Developer shall receive a credit against its parkland and facilities fees from the Public Facility Fee Program for the dedication of the Community Facility.

9. **Amendment or Cancellation.**

9.1 Modification Because of Conflict with State or Federal Laws. The Project and Property shall be subject to state and federal laws and regulations and this Agreement does not create any vested right in state and federal laws and regulations in effect on the Effective Date. In the event that state or federal laws or regulations enacted after the Effective Date of this Agreement prevent or preclude compliance with one or more provisions of this Agreement or require changes in plans, maps or permits approved by the City, the parties shall meet and confer in good faith in a reasonable attempt to modify this Agreement to comply with such federal or state law or regulation. Any such amendment or suspension of the Agreement shall be subject to approval by the City Council (in accordance with Chapter 8.56). Each Party agrees to extend to the other its prompt and reasonable cooperation in so modifying this Agreement or approved plans.

9.2 Amendment of Development Agreement by Mutual Consent. This Agreement may be amended in writing from time to time by mutual consent of the Parties hereto and in accordance with the procedures of the Development Agreement Statute and Chapter 8.56. Review and approval of an amendment to this Development Agreement shall be strictly limited to consideration of only those provisions to be added or modified. No amendment, modification, waiver or change to this Development Agreement or any provision hereof shall be effective for any purpose unless specifically set forth in a writing

that expressly refers to this Development Agreement and signed by the duly authorized representatives of both Parties.

9.2.1 Partial Amendment. When a Party seeking such an amendment owns or has an equitable right to only a portion of the whole of the Property ("**Portion**"), then such Party may only seek amendment of this Agreement as directly relates to the Portion, and the Party owning any other Portion shall not be required or entitled to be a signatory or to consent to an amendment that affects only another Party's Portion.

9.3 Amendments. Any amendments to this Agreement which relate to (a) the Term; (b) the permitted uses of the Property as provided in paragraph 5.1; (c) provisions for "significant" reservation or dedication of land; (d) conditions, terms, restrictions or requirements for subsequent discretionary actions; (e) an increase in the density or intensity of use of the overall Project; (f) the maximum height or size of proposed buildings; or (g) monetary contributions by Developer as provided in this Agreement, shall be deemed an "**Amendment**" and shall require notice or public hearing before the Planning Commission and the City Council before the Parties may execute an amendment hereto. The City's Public Works Director shall determine whether a reservation or dedication is "significant" in the context of the overall Project.

9.4 Clarifications. If and when, from time to time, during the Term of this Agreement, City and Developer agree refinements and clarifications are necessary or appropriate with respect to the details of performance of City and Developer hereunder, City and Developer shall effectuate such clarifications through letter agreements (each, a "Clarification") approved by City and Developer, which, after execution, shall be attached hereto as addenda and become a part hereof, and may be further clarified from time to time as necessary with future approval by City and Developer. No such Clarification shall constitute an amendment to this Agreement requiring public notice or hearing. The City Manager or his or her designee shall have the authority to determine on behalf of City whether a requested clarification is of such a character to constitute an Amendment subject to Section 9.3 above or a Clarification subject to this Section 9.4. The City Manager shall have the authority to review, approve, and execute Clarifications to this Agreement provided that such Clarifications are not Amendments.

9.5 Cancellation by Mutual Consent. Except as otherwise permitted herein, this Agreement may be canceled in whole or in part only by the mutual consent of the parties or their successors in interest, in accordance

with the provisions of the Development Agreement Statute and Chapter 8.56. Any fees paid pursuant to this Agreement prior to the date of cancellation shall be retained by the City.

10. **Annual Review.**

10.1 Review Date. The annual review date for this Agreement shall be between July 15 and August 15, 2023, and thereafter between each July 15 and August 15 during the Term. Review shall be conducted in accordance with Section 8.56.140 of Chapter 8.56 and the provisions of this Section 11.

10.2 Initiation of Review. The City's Community Development Director shall initiate the annual review, as required under Section 8.56.140 of Chapter 8.56, by giving to Developer thirty days' prior written notice that the City intends to undertake such review. Not less than thirty days after receipt of the notice, Developer shall provide evidence to the Director, as reasonably determined necessary by the Director, to demonstrate good faith compliance with the material terms and provisions of the Agreement as to the whole or relevant portion of the Property owned by Developer. The burden of proof by substantial evidence of compliance is upon Developer.

10.3 Staff Reports. To the extent practical, the City shall deposit in the mail to Developer a copy of all staff reports, and related exhibits concerning contract performance at least five days prior to any public hearing addressing annual review.

10.4 Costs. Costs reasonably incurred by the City in connection with the annual review shall be paid by Developer in accordance with the City's schedule of fees in effect at the time of review.

11. **Default.**

11.1 Remedies Available. Upon the occurrence of an event of default, the parties may pursue all remedies at law or in equity which are not otherwise provided for in this Agreement or in the City's regulations governing development agreements, expressly including, but not limited to, the remedy of specific performance of this Agreement.

11.2 Notice and Cure. Upon the occurrence of an event of default by either party, the nondefaulting party shall serve written notice of such default upon the defaulting party. Subject to a Mortgagee's right to cure pursuant to Section 13.3 hereof, if the default is not cured by the defaulting party within

thirty days after service of such notice of default, the nondefaulting party may then commence any legal or equitable action to enforce its rights under this Agreement; provided, however, that if the default cannot be cured within such thirty day period, the nondefaulting party shall refrain from any such legal or equitable action so long as the defaulting party begins to cure such default within such thirty day period and diligently pursues such cure to completion. Any notice of default given hereunder shall specify in detail the nature of the failures in performance that the noticing Party claims constitutes the event of default, all facts constituting substantial evidence of such failure, and the manner in which such failure may be satisfactorily cured in accordance with the terms and conditions of this Agreement. During the time periods herein specified for cure of a failure of performance, the Party charged therewith shall not be considered to be in default for purposes of (a) termination of this Agreement, (b) institution of legal proceedings with respect thereto, or (c) issuance of any approval with respect to the Project. Failure to give notice shall not constitute a waiver of any default.

11.3 No Damages against City. Notwithstanding anything to the contrary contained herein, in no event shall damages be awarded against the City upon an event of default or upon termination of this Agreement.

12. **Estoppel Certificate.** Either party may, at any time, and from time to time, request written notice from the other party requesting such party to certify in writing that, (a) this Agreement is in full force and effect and a binding obligation of the Parties, (b) this Agreement has not been amended or modified either orally or in writing, or if so amended, identifying the amendments, and (c) to the knowledge of the certifying Party, the requesting Party is not in default in the performance of its obligations under this Agreement, or if in default, to describe therein the nature and amount of any such defaults. A Party receiving a request hereunder shall execute and return such certificate within thirty days following the receipt thereof, or such longer period as may reasonably be agreed to by the Parties. The City Manager of the City shall be authorized to execute any certificate requested by Developer. Should the Party receiving the request not execute and return such certificate within the applicable period, this shall not be deemed to be a default, provided that such Party shall be deemed to have certified that the statements in clauses (a) through (c) of this Section are true, and any Party may rely on such deemed certification. City acknowledges that a

certificate hereunder may be relied upon by Transferees (as defined in Section 16.2) and Mortgagees (as defined in Section13.1).

13. **Mortgagee Protection; Certain Rights of Cure.**

13.1 Mortgagee Protection. This Agreement shall be superior and senior to any lien placed upon the Property, or any portion thereof after the date of recording this Agreement, including the lien for any deed of trust or mortgage ("**Mortgage**"). Notwithstanding the foregoing, no breach hereof shall defeat, render invalid, diminish or impair the lien of any Mortgage made in good faith and for value, but all the terms and conditions contained in this Agreement shall be binding upon and effective against any person or entity, including any deed of trust beneficiary or mortgagee ("**Mortgagee**") who acquires title to the Property, or any portion thereof, by foreclosure, trustee's sale, deed in lieu of foreclosure, or otherwise.

13.2 Mortgagee Not Obligated. Notwithstanding the provisions of Section 13.1 above, no Mortgagee shall have any obligation or duty under this Agreement, before or after foreclosure or a deed in lieu of foreclosure, to construct or complete the construction of improvements, or to guarantee such construction of improvements, or to guarantee such construction or completion, or to pay, perform or provide any fee, dedication, improvements or other exaction or imposition; provided, however, that a Mortgagee shall not be entitled to devote the Property to any uses or to construct any improvements thereon other than those uses or improvements provided for or authorized by the Project Approvals or by this Agreement.

13.3 Notice of Default to Mortgagee and Extension of Right to Cure. If the City receives notice from a Mortgagee requesting a copy of any notice of default given Developer hereunder and specifying the address for service thereof, then the City shall deliver to such Mortgagee, concurrently with service thereon to Developer, any notice given to Developer with respect to any claim by the City that Developer has committed an event of default. Each Mortgagee shall have the right during the same period available to Developer to cure or remedy, or to commence to cure or remedy, the event of default claimed set forth in the City's notice. The City, through its City Manager, may extend the thirty-day cure period provided in paragraph 12.2 for not more than an additional sixty days upon request of Developer or a Mortgagee.

14. **Severability.** The unenforceability, invalidity or illegality of any provisions, covenant, condition or term of this Agreement shall not render the

other provisions unenforceable, invalid or illegal; provided that, if the unenforceability, invalidation, or illegality would deprive either City or Developer of material benefits derived from this Development Agreement, or make performance under this Development Agreement unreasonably difficult, then City and Developer shall meet and confer and shall make good faith efforts to amend or modify this Development Agreement in a manner that is mutually acceptable to City and Developer.

15. **Attorneys' Fees and Costs.**

15.1 Prevailing Party. If the City or Developer initiates any action at law or in equity to enforce or interpret the terms and conditions of this Agreement, the prevailing party shall be entitled to recover reasonable attorneys' fees and costs in addition to any other relief to which it may otherwise be entitled.

15.2 Third Party Challenge. If any person or entity not a party to this Agreement initiates an action at law or in equity to challenge the validity of any the Project Approvals (including this Agreement), the Parties shall cooperate in defending such action. The Parties hereby agree to affirmatively cooperate in defending said action and to execute a joint defense and confidentiality agreement in order to share and protect information, under the joint defense privilege recognized under applicable law. Developer shall bear its own costs of defense as a real party in interest in any such action, and shall reimburse the City for all reasonable court costs and attorneys' fees expended by the City in defense of any such action or other proceeding

16. **Transfers and Assignments.**

16.1 Agreement Runs with the Land. All of the provisions, rights, terms, covenants, and obligations contained in this Agreement shall be binding upon and inure to the benefit of the Parties and their respective heirs, successors and assignees, representatives, lessees, and all other persons acquiring the Property, or any portion thereof, or any interest therein, whether by operation of law or in any manner whatsoever. All of the provisions of this Agreement shall be enforceable as equitable servitude and shall constitute covenants running with the land pursuant to applicable laws, including, but not limited to, Section 1468 of the Civil Code of the State of California. Each covenant to do, or refrain from doing, some act on the Property hereunder, or with respect to any owned property, (a) is for the benefit of such properties and is a burden upon such properties, (b) runs with such properties, and (c) is binding upon each party and

each successive owner during its ownership of such properties or any portion thereof, and shall be a benefit to and a burden upon each party and its property hereunder and each other person succeeding to an interest in such properties.

16.2 Right to Assign. Developer may wish to sell, transfer or assign all or portions of its Property to other developers (each such other developer is referred to as a "**Transferee**"). In connection with any such sale, transfer or assignment to a Transferee, Developer shall have the right to sell, transfer or assign to such Transferee any or all rights, interests and obligations of Developer arising hereunder and that pertain to the portion of the Property being sold or transferred, to such Transferee, provided, however, that: except as provided herein, no such transfer, sale or assignment of Developer's rights, interests and obligations hereunder shall occur without prior written notice to City and approval by the City Manager, which approval shall not be unreasonably withheld, conditioned, or delayed.

16.3 Approval and Notice of Sale, Transfer or Assignment. The City Manager shall consider and decide on any transfer, sale or assignment of this Agreement within ten days after Developer's notice, provided all necessary documents, certifications and other information are provided to the City Manager to enable the City Manager to determine whether the proposed Transferee can perform Developer's obligations hereunder. Notice of any such approved sale, transfer or assignment (which includes a description of all rights, interests and obligations that have been transferred and those which have been retained by Developer) shall be recorded in the official records of Alameda County, in a form acceptable to the City Manager, concurrently with such sale, transfer or assignment.

16.4 Considerations for Approval of Sale, Transfer or Assignment. In considering the request, the City Manager shall base the decision upon the proposed assignee's reputation, experience, financial resources and access to credit and capability to successfully carry out the development of the Property to completion. The City Manager's approval shall be for the purposes of: a) providing notice to City; b) assuring that all obligations of Developer are allocated as between Developer and the proposed purchaser, transferee or assignee as provided by this Agreement; and c) assuring City that the proposed purchaser, transferee or assignee is financially capable of performing Developer's obligations hereunder not withheld by Developer. Notwithstanding the foregoing, the City Manager's approval shall not be required for an assignment to Landsea Homes of California, Inc. ("**Landsea**"), an entity or entities controlling Developer or Landsea, controlled by Developer or Landsea,

or under common control with Developer or Landsea, provided that Developer or Landsea, as the case may be, owns and controls no less than fifty percent of such successor entity or controls the day-to-day management decisions of such successor entity.

16.5 Release upon Transfer. Upon the transfer, sale, or assignment of all of Developer's rights, interests and obligations hereunder pursuant to Section 14.2 of this Agreement, Developer shall be automatically released from the obligations under this Agreement, with respect to the Property transferred, sold, or assigned, arising subsequent to the date of City Manager approval of such transfer, sale, or assignment; provided, however, that if any transferee, purchaser, or assignee approved by the City Manager expressly assumes all of the rights, interests and obligations of Developer under this Agreement, Developer shall be released with respect to all such rights, interests and assumed obligations. In any event, the transferee, purchaser, or assignee shall be subject to all the provisions hereof and shall provide all necessary documents, certifications and other necessary information prior to City Manager approval.

16.6 Developer's Right to Retain Specified Rights or Obligations. Developer may withhold from a sale, transfer or assignment of this Agreement or any portion of the Property transferred, certain rights, interests and/or obligations which Developer wishes to retain, provided that Developer specifies such rights, interests and/or obligations in a written document to be appended to this Agreement and recorded with the Alameda County Recorder prior to the sale, transfer or assignment of the Property. Developer's purchaser, transferee or assignee shall then have no interest or obligations for such rights, interests and obligations and this Agreement shall remain applicable to Developer with respect to such retained rights, interests and/or obligations.

16.7 Partial Assignment. In the event of a partial Transfer, City shall cooperate with Developer and any proposed Transferee to allocate rights and obligations under the Development Agreement and the Project Approvals among the retained Property and the transferred Property. Provided that City receives a copy of the assignment and assumption agreement by which Transferee assumes the Transferred rights and obligations associated with the transferred Property: (i) any subsequent breach with respect to the Transferred obligations shall not constitute a breach with respect to the retained rights and obligations of such transferor (or any other Transferee) under the Development Agreement; (ii) and any subsequent breach with respect to the retained obligations of transferor (or any other Transferee) shall not constitute a breach with respect to the Transferred rights and obligations of a Transferee under the

Development Agreement. The transferor and the Transferee each shall be solely responsible for the reporting and annual review requirements relating to the portion of the Property owned by such transferor/Transferee. Any amendment to the Development Agreement between City and a transferor or Transferee shall only affect the portion of the Property owned by such transferor or Transferee.

17. **Bankruptcy.** The obligations of this Agreement shall not be dischargeable in bankruptcy.

18. **Indemnification.** Developer agrees to indemnify, defend and hold harmless the City, and its elected and appointed councils, boards, commissions, officers, agents, employees, and representatives from any and all claims, costs (including legal fees and costs) and liability for any personal injury or property damage which may arise directly or indirectly as a result of any actions or inactions by Developer, or any actions or inactions of Developer's contractors, subcontractors, agents, or employees in connection with the construction, improvement, operation, or maintenance of the Project, provided that Developer shall have no indemnification obligation with respect to negligence or wrongful conduct of the City, its contractors, subcontractors, agents or employees or with respect to the maintenance, use or condition of any improvement after the time it has been dedicated to and accepted by the City or another public entity (except as provided in an improvement agreement or maintenance bond). If City is named as a party to any legal action, City shall cooperate with Developer, shall appear in such action and shall not unreasonably withhold approval of a settlement otherwise acceptable to Developer.

19. **Insurance.**

19.1 Commercial General Liability Insurance. During the Term of this Agreement, Developer shall maintain in effect a policy of commercial general liability insurance with a per-occurrence combined single limit of not less than $1,000,000. The policy so maintained by Developer shall name the City as an additional insured and shall include either a severability of interest clause or cross-liability endorsement. City and Developer agree that such insurance may include alternative risk management programs, including self-insurance or a combination of self-insurance and insurance, provided that such alternative risk management programs provide protection equivalent to that specified under this Agreement.

19.2 Workers Compensation Insurance. During the Term of this Agreement Developer shall maintain Worker's Compensation insurance for all

persons employed by Developer for work at the Project site. Developer shall require each contractor and subcontractor similarly to provide Worker's Compensation insurance for its respective employees. Developer agrees to indemnify the City for any damage resulting from Developer's failure to maintain any such insurance.

19.3 Evidence of Insurance. Prior to issuance of any permits for the Project, including grading permits, Developer shall furnish the City satisfactory evidence of the insurance required in Sections 19.1 and 19.2 and evidence that the carrier is required to give the City at least fifteen days prior written notice of the cancellation or reduction in coverage of a policy unless replaced with similar coverage. The insurance shall extend to the City, its elective and appointive boards, commissions, officers, agents, employees and representatives and to Developer performing work on the Project.

20. **Sewer and Water.** Developer acknowledges that it must obtain water and sewer permits from the Dublin San Ramon Services District ("**DSRSD**") which is another public agency not within the control of the City. City agrees that it shall not take any action with DSRSD opposing Developer's efforts to reserve water and sewer capacity sufficient to serve the Project described herein.

21. **Notices.** All notices required or provided for under this Agreement shall be in writing. Notices required to be given to the City shall be addressed as follows:

City Manager
City of Dublin
100 Civic Plaza
Dublin, CA 94568
Fax No. (925) 833-6651
Email: linda.smith@dublin.ca.gov

Notices required to be given to Developer shall be addressed as follows:

Daniel M. Ikeda, Chief Financial Officer
SCS Development Co
404 Saratoga Ave. Suite 100
Santa Clara, CA 95050
Phone No.: 408-985-6000
Fax No.: 408-985-6050

Email: dikeda@scsdevelopment.com

A Party may change address by giving notice in writing to the other Party and thereafter all notices shall be addressed and transmitted to the new address. Notices shall be deemed given and received upon personal delivery, or if mailed, upon the expiration of 48 hours after being deposited in the United States Mail. Notices may also be given by overnight courier, which shall be deemed given the following day or by facsimile transmission or email, which shall be deemed given upon verification of receipt.

22. **Agreement is Entire Understanding.** This Agreement, including its exhibits, constitutes the entire understanding and agreement of the Parties and supersedes all negotiations or previous agreements between the Parties with respect to all or any part of the subject matter hereof.

23. **Exhibits.** The following documents are referred to in this Agreement and are attached hereto and incorporated herein as though set forth in full:

Exhibit A Legal Description of the Property

Exhibit B Northside Drive PA1 Property

24. **Recitals.** The foregoing Recitals are true and correct and are made a part hereof.

25. **Counterparts.** This Agreement may be executed by each Party on a separate signature page, and when the executed signature pages are combined, shall constitute one single instrument. This Agreement is executed in two duplicate originals, each of which is deemed to be an original.

26. **Recordation.** The City shall record a copy of this Agreement within ten days following execution by all Parties. Thereafter, if this Agreement is terminated, modified or amended, the City Clerk shall record notice of such action with the Alameda County Recorder.

27. **No Third Party Beneficiaries.** Nothing contained in this Agreement is intended to or shall be deemed to confer upon any person, other than the Parties and their respective permitted successors and assigns, any rights or remedies hereunder.

28. **Applicable Law.** This Agreement shall be construed and enforced in accordance with the laws of the State of California.

29. **Time is of the Essence.** Time is of the essence for each provision of this Agreement for which time is an element.

30. **Further Actions and Instruments.** Each Party to this Development Agreement shall cooperate with and provide reasonable assistance to the other Party and take all actions necessary to ensure that the Parties receive the benefits of this Development Agreement, subject to satisfaction of the conditions of this Development Agreement. Upon the request of any Party, the other Party shall promptly execute, with acknowledgment or affidavit if reasonably required, and file or record such required instruments and writings and take any actions as may be reasonably necessary under the terms of this Development Agreement to carry out the intent and to fulfill the provisions of this Development Agreement or to evidence or consummate the transactions contemplated by this Development Agreement.

31. **Section Headings.** Section headings in this Development Agreement are for convenience only and are not intended to be used in interpreting or construing the terms, covenants or conditions of this Development Agreement.

32. **Construction of Agreement.** This Development Agreement has been reviewed and revised by legal counsel for both Developer and City, and no presumption or rule that ambiguities shall be construed against the drafting Party shall apply to the interpretation or enforcement of this Development Agreement.

33. **Authority.** The persons signing below represent and warrant that they have the authority to bind their respective Party and that all necessary board of directors', shareholders', partners', city councils', or other approvals have been obtained.

34. **Non-Intended Prevailing Wage Requirements.** Except for public improvements constructed by the Developer and to be dedicated to the City (which will or may be required by conditions of approval on Subsequent Project Approvals) and as may be required by Section 6.2 ("Community Facilities District"), nothing in this Development Agreement shall in any way require, or be construed to require, Developer to pay prevailing wages with respect to any work of construction or improvement within the Project (a "Non-Intended Prevailing Wage Requirement"). But for the understanding of the Parties as reflected in the immediately preceding sentence, the Parties would not have entered into this Development Agreement based upon the terms and conditions

set forth herein. Developer and City have made every effort in reaching this Development Agreement to ensure that its terms and conditions will not result in a Non-Intended Prevailing Wage Requirement. These efforts have been conducted in the absence of any applicable existing judicial interpretation of the recent amendments to the California prevailing wage law. If, despite such efforts, any provision of this Development Agreement shall be determined by any court of competent jurisdiction to result in a Non Intended Prevailing Wage Requirement, such determination shall not invalidate or render unenforceable any provision hereof; provided, however, that the Parties hereby agree that, in such event, this Development Agreement shall be reformed such that each provision of this Development Agreement that results in the Non-Intended Prevailing Wage Requirement will be removed from this Development Agreement as though such provisions were never a part of the Development Agreement, and, in lieu of such provision(s), replacement provisions shall be added as a part of this Development Agreement as similar in terms to such removed provision(s) as may be possible and legal, valid and enforceable but without resulting in the Non-Intended Prevailing Wage Requirement.

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

CITY OF DUBLIN

By: _____
Linda Smith, City Manager

Attest:

_____
Marsha Moore, City Clerk

Approved as to form

_____
John Bakker, City Attorney

DEVELOPER

Award Homes, Inc., a California corporation

By: _____
Name: _____
Its: _____

SCS Development Company, a California corporation

By: _____
Name: _____
Its: _____

Santa Clara Valley Housing Group, Inc., a California corporation

By: _____
Name: _____
Its: _____

(NOTARIZATION ATTACHED)

Exhibit A

Legal Description of the Property

Exhibit A

LEGAL DESCRIPTION

Real property in the City of Dublin , County of Alameda, State of California, described as follows:

PARCEL ONE:

PARCEL A OF PARCEL MAP 9512, FILED JUNE 23, 2008 IN BOOK 308, PAGES 13 THROUGH 18, INCLUSIVE OF PARCEL MAPS, ALAMEDA COUNTY RECORDS.

ALSO EXCEPTING THEREFROM, ALL THOSE CERTAIN PIECES OR PARCELS OF LAND DESCRIBED UNDER EXHIBIT "C" OF THE AMENDED FINAL ORDER OF CONDEMNATION, BEING DUBLIN BOULEVARD, CENTRAL PARKWAY, GLEASON DRIVE AND WIDENING OF TASSAJARA ROAD. SAID ORDER RECORDED FEBRUARY 04, 2004, SERIES NO. 2004050348, ALAMEDA COUNTY RECORDS.

PARCEL TWO:

PARCEL 3 OF PARCEL MAP 9512, FILED JUNE 23, 2008 IN BOOK 308, PAGES 13 THROUGH 18, INCLUSIVE OF PARCEL MAPS, ALAMEDA COUNTY RECORDS.

PARCEL THREE:

PARCEL 4 OF PARCEL MAP 9512, FILED JUNE 23, 2008 IN BOOK 308, PAGES 13 THROUGH 18, INCLUSIVE OF PARCEL MAPS, ALAMEDA COUNTY RECORDS.

PARCEL FOUR:

PARCEL 1 OF PARCEL MAP 9512, FILED JUNE 23, 2008 IN BOOK 308, PAGES 13 THROUGH 18, INCLUSIVE OF PARCEL MAPS, ALAMEDA COUNTY RECORDS.

PARCEL FIVE:

PARCEL 2 OF PARCEL MAP 9512, FILED JUNE 23, 2008 IN BOOK 308, PAGES 13 THROUGH 18, INCLUSIVE OF PARCEL MAPS, ALAMEDA COUNTY RECORDS.

APN: 985-0051-004 (Affects Parcel One), 985-0052-024 (Affects Parcel Two), 985-0052-025 (Affects Parcel Three), 985-0051-005 (Affects Parcel Four) and 985-0051-006 (Affects Parcel Five)

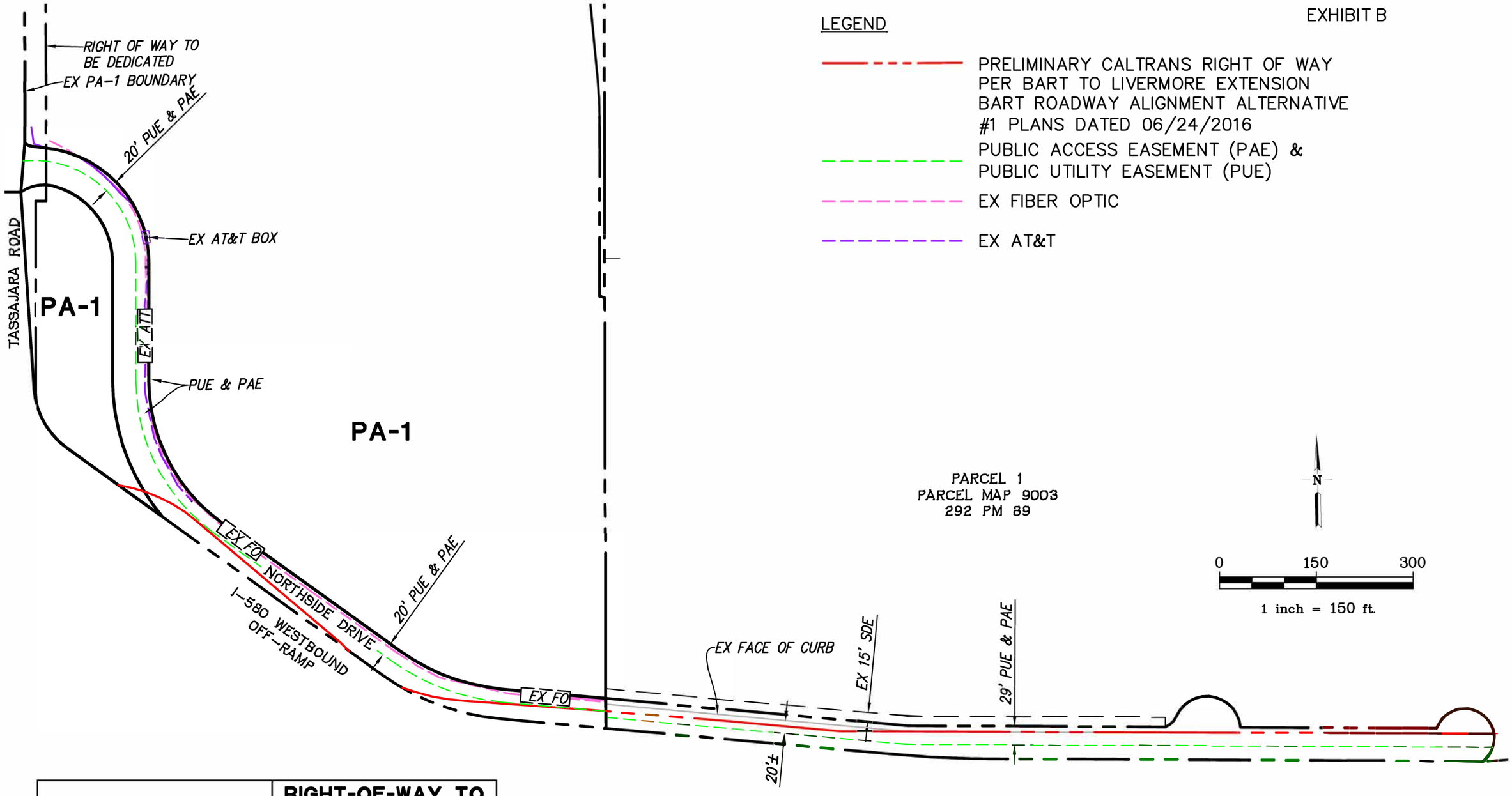
Exhibit B

Northside Drive PA1 Property

EXHIBIT B

LEGEND

- PRELIMINARY CALTRANS RIGHT OF WAY PER BART TO LIVERMORE EXTENSION BART ROADWAY ALIGNMENT ALTERNATIVE #1 PLANS DATED 06/24/2016
- PUBLIC ACCESS EASEMENT (PAE) & PUBLIC UTILITY EASEMENT (PUE)
- EX FIBER OPTIC
- EX AT&T



	RIGHT-OF-WAY TO BE VACATED (SQFT)
NORTHSIDE DRIVE R/W (WITHIN PA-1)	69,265± SQFT
NORTHSIDE DRIVE R/W (OUTSIDE OF PA-1)	73,030± SQFT

NORTHSIDE DRIVE VACATION
SCS DUBLIN
CITY OF DUBLIN, ALAMEDA COUNTY, CALIFORNIA

RJA
RUGGERI-JENSEN-AZAR
ENGINEERS ▪ PLANNERS ▪ SURVEYORS
4690 CHABOT DRIVE, SUITE 200 PLEASANTON, CA 94588
PHONE: (925) 227-9100 FAX: (925) 227-9300

DATE: JANUARY 29, 2018 JOB NO.: 171026E SHEET: 1 OF 1

Exhibit C

G:\JOB2017\171026\CAD FILES\00-EXHIBITS\NORTSIDE DRIVE VACATION.DWG 1/30/2018 1:32:07 PM DOMINIC CARUCCI

Agenda Item 6.2

STAFF REPORT
CITY COUNCIL

DATE: **November 15, 2022**

TO: Honorable Mayor and City Councilmembers

FROM: Linda Smith, City Manager

SUBJECT: SCS Dublin (PLPA-2022-00005)
Prepared by: Amy Million, Principal Planner

EXECUTIVE SUMMARY:

The City Council will consider the SCS Dublin project which includes development of up to 650 residential units and up to 265,000 square feet of retail commercial development on a 76.9-acre parcel. The SCS Dublin project is the first step in implementing the Preferred Vision for the SCS Property approved by the City Council on February 15, 2022. Requested approvals include General Plan and Eastern Dublin Specific Plan Amendments, a Planned Development Rezone with Stage 1 and Stage 2 Development Plans, and a Development Agreement. The City Council will also consider certification of a Final Environmental Impact Report.

STAFF RECOMMENDATION:

Conduct a public hearing, deliberate, and take the following actions: 1) adopt the **Resolution** Certifying an Environmental Impact Report and Adopting Environmental Impact Findings, Findings Regarding Alternatives, a Statement of Overriding Considerations and a Mitigation Monitoring and Reporting Program for the SCS Dublin Project; 2) adopt the **Resolution** Amending the General Plan and Eastern Dublin Specific Plan Related to the SCS Dublin Project; 3) waive the reading and INTRODUCE the Ordinance Amending the Zoning Map and Approving a Planned Development Zoning District with Stage 1 and Stage 2 Development Plans For the SCS Dublin Project; and 4) waive the reading and INTRODUCE the Ordinance Approving a Development Agreement Between the City of Dublin and SCS Development Company Related to the SCS Dublin Project.

FINANCIAL IMPACT:

The project is estimated to generate approximately $3.6 million in annual tax revenues to the City's General Fund and over $41 million in one-time construction-related revenues, which includes $39.4 million in restricted development impact fees and $1.7 million in sales and transfer taxes to the General Fund. All costs associated with the processing of the application are paid by

the applicant.

DESCRIPTION:

Background
The subject 76.2-acre property, known as the SCS Property, is located north of I-580 between Tassajara Road and Brannigan Street and extends to the north of Gleason Drive (refer to Figure 1).

Figure 1. Location Map



On February 15, 2022, the City Council approved the Preferred Plan for the SCS Property, which stemmed from an extensive City-led community outreach process to engage the community in appropriate land uses for the property. The outreach process included a 14-member Community Advisory Committee that held three meetings plus a series of additional meetings with individual committee members, three community meetings with a total of 75 attendees, and three community surveys with a total of 476 responses. In addition, the Planning Commission and City Council held a combined total of seven public meetings during the outreach process in which a total of 18 oral and written comments from the community were received.

The Preferred Plan, as shown in Figure 2, focuses on the following concepts:

- *Integrate Paseo and Town Square Concepts*
  A town square concept, to anchor the shops and restaurants on Finnian Way, is located on the grand paseo opening views to Mt. Diablo. To accommodate a variety of activities (e.g., recreation, public gardening, and native plant/pollinator meadows) and compliment adjacent land uses, the width of the grand paseo varies from 25 feet to 110 feet.
- *Improve Visibility and Access to the Paseo*
  A new north/south street located between Brannigan Street and Tassajara Road is provided along the east side of the grand paseo creating greater access and activity to the public open space. The paseo widens towards Tassajara Road inviting pedestrians and bikes off the major arterial onto the paseo. Generous bike and pedestrian paths connect Gleason Drive to Dublin Boulevard.
- *Diversify Housing Types*
  Housing throughout the site is varied with entry-level housing, affordable housing, and family housing, all of which may accommodate senior residents. Types range from traditional single-family homes, courtyard homes, and townhomes, to affordable apartments. The Preferred Plan envisions a range of 500 to 550 market rate units and a 2.5-acre site for affordable housing (70 to 150 units) for a total of 570 to 650 units.

Figure 2. SCS Preferred Plan



- *Dedicated Affordable Housing Site*
  A parcel to be dedicated for construction of affordable housing is included. The site location, at the prominent corner of Tassajara Road and Dublin Boulevard, will serve as a gateway to the larger neighborhood. The site is large enough to permit a variety of affordable housing solutions, allowing the design and amount of affordable housing to be tailored to the community's needs. The number of units could vary substantially to respond to those needs and available funding sources. For example, units in a senior affordable housing project are typically smaller than units in a family affordable housing project and, thus, a senior project may have greater density than a family project.
- *Pedestrian-Focused Entertainment District*
  The entertainment district south of Dublin Boulevard is set around a large pedestrian plaza (roughly 120 feet by 300 feet,) creating a regional dining and family entertainment destination.

City Council Resolution No. 16-22 approving the Preferred Plan included the following criteria:

1. Market rate residential housing not to exceed 550 units.
2. Finnian Way and Aviano Way extended through the project site from Brannigan Street to Tassajara Road.
3. Finnian Way frontage limited to commercial uses on the ground floor, which may be provided through a "Shop House" concept with substantive commercial space (not less than 400 square feet).
4. Housing types throughout the site that vary with entry level housing, affordable housing, and family housing. Types range from traditional single-family homes, courtyard homes, town homes, and affordable apartments.
5. A combination of inclusionary for-sale units and a Public/Semi-Public parcel dedicated for affordable housing. *Note: The addition of inclusionary for-sale units requires consideration of the economic impacts. The combination of a dedicated site and inclusionary units could require alternative funding sources to make the Preferred Plan an economically viable plan. This funding could come from a variety of sources and would be negotiated as part of the future development application.*
6. A town square concept to anchor the shops and restaurants on Finnian Way. The town square is located on the grand paseo opening views to Mt. Diablo. The paseo connects the square to the residential areas south and north of Finnian Way.
7. The entertainment district south of Dublin Boulevard is set around a large pedestrian plaza (roughly 120 feet by 300 feet) creating a regional dining and family entertainment destination.

<u>Proposed Project</u>
The proposed project takes the first step in implementing the Preferred Plan for the property. SCS Development Co. (the Applicant) is seeking the following entitlements:

- General Plan and Eastern Dublin Specific Plan (EDSP) Amendments
- Planned Development Rezone with Stage 1 and Stage 2 Development Plans
- Development Agreement

The project includes a combination of commercial/retail and residential uses, including two types of retail experiences. The first is a neighborhood, main-street experience. This area can accommodate up to 40,000 square feet of small retail shops along an extended Finnian Way, which would then connect to the Shops at Waterford. The second is envisioned to be a more regional, retail experience focused on entertainment uses, south of Dublin Boulevard. This area is proposed for up to 225,000 square feet of uses. In total, the proposed project includes development of up to 265,000 square feet of commercial/retail uses.

A variety of housing types are proposed by the Applicant, including affordable housing, single-family units, and housing for entry-level buyers, with up to 550 market rate units and up to 100 affordable units.

Additional discretionary approvals are required to implement the project; however, they are not requested at this time. Those include approval of: 1) Vesting Tentative Maps by the Planning

Commission to create the individual development parcels and identify those areas that would be reserved as open and/or common space, easements to provide access through the project site, preliminary grading, drainage, stormwater management and utilities, and adjacent right-of-way improvements; 2) Site Development Review Permits by the Planning Commission for the architectural and site plan details; and 3) a Master Sign Program/Site Development Review Permit by the Community Development Director for the commercial signage.

Analysis

General Plan/Eastern Dublin Specific Plan Amendments

The project site has several existing General Plan and Eastern Dublin Specific Plan (EDSP) land use designations as shown in Figure 3 and Table 1 below. Most of the site is currently designated General Commercial with varying densities of residential along Brannigan Street and Gleason Drive. The General Plan and EDSP allow a density range 565,627-1,672,704 square feet of commercial development and 151-464 residential units on the subject property, not including the Public/Semi-Public parcel. As summarized in Table 1 below, the EDSP assumed mid-density for residential development of 261 units and 902,563 square feet of commercial uses.

Figure 3. Existing Land Use Designations

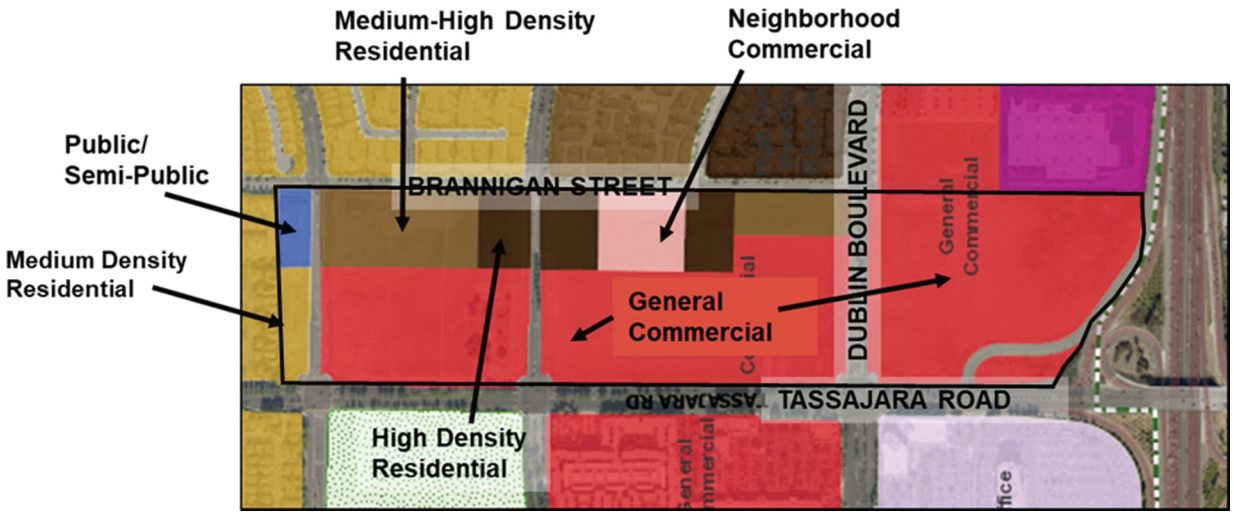


Table 1. Eastern Dublin Specific Plan Anticipated Development

Land Use Designations	Acres	Res. Units	Commercial sq. ft.
General Commercial	60.3	--	846,153
Neighborhood Commercial	3.7	--	56,410
Medium Density Residential	4.3	43	--
Medium High Density Residential	5.3	106	--
High-Density Residential	3.2	112	--
Public/Semi-Public	3.3	--	--
Total	**80.1**[1]	**261**	**902,563**

[1] *The actual project acreage is 76.2 acres.*

To accommodate the proposed project and implement the Preferred Plan, the Applicant proposes to modify the existing land use designations. The proposed new General Plan and EDSP land use designations include the following: General Commercial, Medium Density Residential, Medium-High Density Residential, Parks/Public Recreation and Public/Semi-Public. The location and densities of the proposed land uses are shown in Figure 4 and Table 2 below.

Figure 4. SCS Dublin Proposed Land Uses

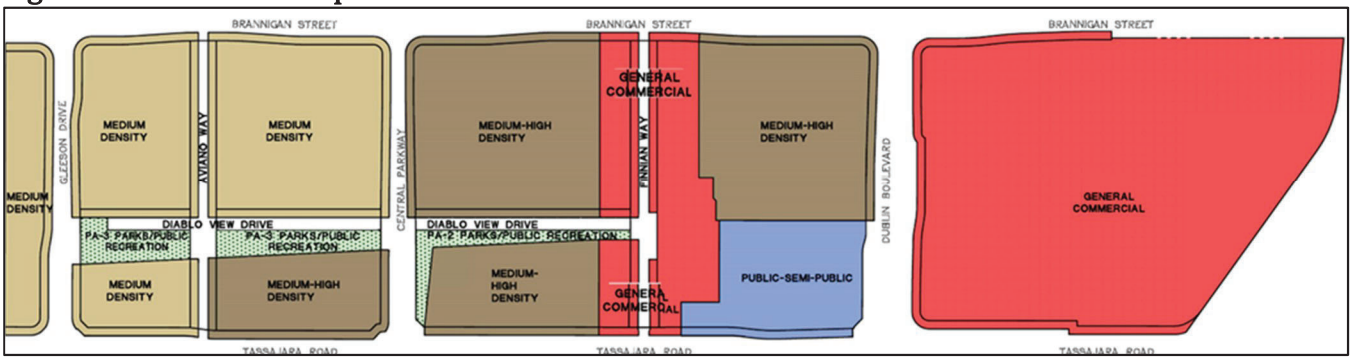


Table 2. SCS Dublin Proposed Land Uses

Land Use Designations	Gross Acres	Res. Units	Du/Acre	Floor Area Ratio	Commercial sq. ft.
General Commercial	29.4	40	--	0.19 - 0.38	265,000
Medium Density Residential	17	150	8.8		--
Medium High Density Residential	21.1	360	17.1		--
Parks/Public Recreation	2.5	--	--		--
Public/Semi-Public	3.8	100	26.3		--
Total	**73.8**[1]	**650**			**265,000**

[1] The actual project acreage is 76.2 acres which includes the proposed public streets (Finnian Way, Aviano Way and Diablo View Drive).

In addition to the changes to the land use designations, other minor amendments to the General Plan and EDSP are necessary for consistency. The amendments include modifications to the public rights-of-way, such as the vacation of Northside Drive, extension of Brannigan Street south of Dublin Boulevard, extensions to Finnian Way and Aviano Way through the project site, and the addition of a new public street along the Park/Public Recreation land use (e.g., the grand paseo). The resolution approving these amendments is included as Attachment 8.

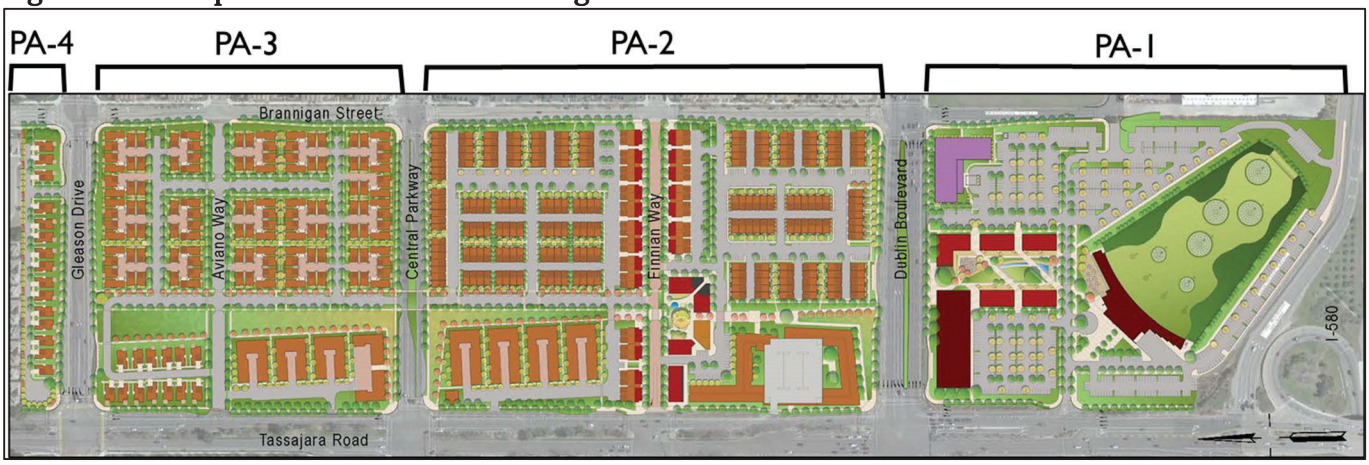
Planned Development Rezone with Stage 1 and Stage 2 Development Plans

The property is currently zoned Planned Development (PD) (Resolution No. 104-94) adopted with the EDSP. The PD established allowable land uses and densities for each land use designation. Development of the property is limited to the Interim Agricultural Designation until a Planned Development Rezone with a Stage 1 and Stage 2 Development Plan is adopted. The Applicant has proposed PD Rezone with Stage 1 and 2 Development Plans for the entire project site.

Dublin Municipal Code (DMC) Chapter 8.32 establishes the intent, purpose, and requirements of Planned Development Zoning Districts. The proposed PD Zoning contains requirements that ensure the project components will be developed as a cohesive and complementary project. The Development Plan establishes the following regulations for use of the subject property in accordance with the requirements of the DMC: permitted and conditionally permitted uses; development regulations, including setbacks, densities, height limits, and parking requirements; standards and design guidelines; site plan; and other requirements which regulate the improvement and maintenance of the property. An overview of the Planned Development Zoning District for the subject property is provided below. The draft Ordinance providing the details of the proposed zoning is included as Attachment 10.

Figure 5 below shows a conceptual site plan, which organizes the property into four primary Planning Areas (PAs). The conceptual site plan serves as the Planned Development Stage 1 and 2 Site Plan. As previously noted, Vesting Tentative Tract Maps and Site Development Review Permits will be required prior to development of each residential neighborhood and commercial area and are subject to Planning Commission review and approval. Detailed design and elevation drawings will be provided at that time.

Figure 5. Conceptual Site Plan and Planning Areas



The maximum amount of development allowed by the proposed Planned Development Zoning District is 265,000 square feet of commercial uses and 650 residential units. The 265,000 square feet includes the following:

- 40,000 square feet of retail uses along Finnian Way
- 225,000 square feet of commercial uses south of Dublin Boulevard
  - 30,000 square feet of family/entertainment uses
  - 40,000 square feet of retail shops/restaurants
  - 75,000-square-foot hotel(s) with 140 rooms
  - 80,000 square feet of recreational facility

The residential units are separated into 100 affordable units and a maximum of 550 market rate units.

Site Plan and Development Standards

Planning Area 1: The Development Plan envisions PA-1 as an entertainment district with a combination of regional- and community-serving retail, service, and office uses, restaurants, family entertainment uses, and outdoor plazas for a total of 225,000 square feet of commercial uses. Of this, an approximately 80,000-square-foot entertainment driving range is envisioned (based on the Applicant's preliminary discussions with Topgolf, a private sports entertainment company). PA-1 may also include a 140-room hotel.

Access to PA-1 would be provided directly from Tassajara Road and Brannigan Street. Brannigan Street, which is currently a private road south of Dublin Boulevard that serves the Grafton Station shopping center, may become a public street to accommodate this access as part of the project. Northside Drive, which currently extends east from Tassajara Road to the stormwater detention basin on the south side of Grafton Plaza is proposed to be vacated; however, access to the project site where Northside Drive intersects with Tassajara Road would be maintained as a project entrance.

Buildings along Dublin Boulevard would be built around an outdoor plaza to promote outdoor dining and community gathering. A large entertainment use (potentially Topgolf) is envisioned to occupy the southern half of PA-1. The maximum height for the buildings in PA-1 would be 74 feet, which is intended to accommodate the potential hotel. The typical commercial tenant surrounding the outdoor plaza would likely be under 40 feet in height. The poles and netting associated with the Topgolf facility would be up to 190 feet in height.

The parking requirement for the mix of uses would default to the requirements for each land use as stated in the Zoning Ordinance. The parking in PA-1 is intended to be shared by all commercial users.

Planning Area 2: The commercial area of PA-2 focuses on the neighborhood main street experience anchored by a town square. This area would accommodate up to 40,000 square feet of small retail shops, small office spaces, and specialty restaurants along the extension of Finnian Way, which would then connect to the Shops at Waterford. Up to 40 residential units would be located above or behind the retail shops along Finnian Way.

The town square is located at the end of the grand paseo which runs through PA-2 and PA-3 to the north. The grand paseo is envisioned to accommodate a variety of activities and complement adjacent land uses. A midblock pedestrian crossing on Central Parkway is proposed to provide direct pedestrian access linking the grand paseo in PA-2 and PA-3.

Vehicular access to PA-2 would be from Tassajara Road, Central Parkway, Branigan Street, and Finnian Way. No vehicular access from Dublin Boulevard is proposed.

The residential area of PA-2 consists of 290 attached townhomes, 40 shophouse units along Finnian Way and 100 multi-family affordable housing units. A shophouse is a building type serving both as a residence and ground floor commercial business and the proposed shophouse units have been incorporated to support activation of the commercial area along Finnian Way. As outlined by

City Council Resolution No. 16-22 in their approval of the Preferred Plan, the minimum size of the commercial spaces associated with the shophouses was to be 400 square feet. The Planned Development proposes to reduce this requirement to 350 square feet.

Planning Area 3 and 4: PA-3 and PA-4 are designed to support residential and the northern portion of the grand paseo. Collectively they consist of up to 150 single family residences and 70 townhomes. Access to PA-3 would be provided off Brannigan Street, Central Parkway and Tassajara Road. Aviano Way would extend through PA-3 from Brannigan Street to Tassajara Road and intersect with the new north/south street along the grand paseo. Access to PA-4 would be from a single driveway on Gleason Drive.

Permitted, Conditional, and Temporary Land Uses
The permitted and conditionally permitted uses would vary between the different Planning Areas. An overview of the types of uses for each Planning Area is provided in Table 3 below.

Table 3. Overview of Allowed Uses

Planning Area (PA)	Permitted Uses	Conditional Uses	Temporary Uses
PA-1	Offices Restaurants Personal Services Indoor/Outdoor Recreation Plant Nursery Laboratory Health Services/Clinic Comedy Club Hotel/Motel Service Station Theater General Retail	Animal Hospital Car Wash/Detail Repair Shop	Arts and Craft Fair Christmas Tree Lot Farmer's Market Festival/Street Fair Outdoor Skating Rink Pumpkin Sales Lot
PA-2	Single Family Residential Multi-Family Residential Accessory Dwelling Units Restaurants Personal Services General Retail Office Indoor Recreation Outdoor Recreation Plant Nursery Laboratory	Animal Day Care Comedy Club	Arts and Craft Fair Christmas Tree Lot Farmer's Market Festival/Street Fair Outdoor Skating Rink Pumpkin Sales Lot
PA-3 and PA-4	Single Family Residential Multi-Family Residential Accessory Dwelling Units Home Occupations Community Facility	Bed and Breakfast	Model Home Complex

In response to a concern raised at the Planning Commission meeting on October 25, 2022, regarding allowing night clubs as a conditionally permitted use in PA-2c, this use has been removed from the list of conditional uses.

Architectural Standards
The proposed architectural standards provide the framework for future Site Development Review Permits. The architecture for the project is characterized by clean, simple lines using natural materials and neutral color palette. The architectural criteria highlight the nuances of each Planning Area, but also require that the development, as a whole, reflects the following standards:

- Employ high quality materials to provide visual interest in the project and to complement its surroundings.
- Use diversity of textures in the building finishes providing a varied and interesting base form for the buildings.
- Incorporate features such as different wall planes, heights, wall textures, roof elements, roof forms, light fixtures, and landscaping to contribute layers of detail at the pedestrian level.
- Employ architectural details that extend around all sides of buildings, including rear elevations when visible to perimeter public streets.

Conceptual architecture for the residential and commercial areas is included in the PD and is provided in Figures 6 and 7 below.

Figure 6. Residential Conceptual Architecture



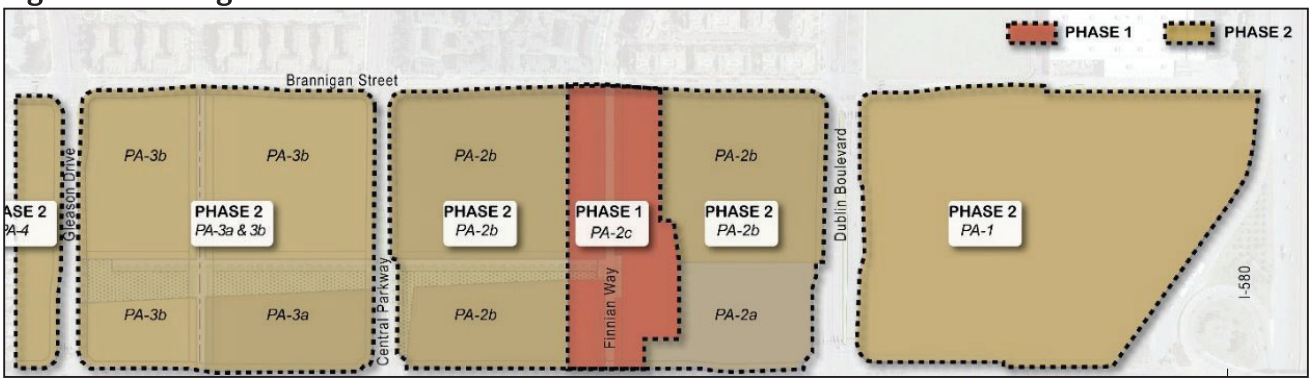
Figure 7. Commercial Conceptual Architecture



Project Phasing

The project is proposed to be constructed in two primary phases as shown in Figure 8 below.

Figure 8. Phasing Plan



The first phase would include the commercial area of PA-2, followed by development of the residential portion of PA-2, PA-3 and PA-4 and the commercial area of PA-1. The proposed phasing plan addresses the development needs of the Applicant and the interests of the City. To ensure that the residential portions of the project do not wholly develop in advance of the retail/commercial corridor along Finnian Way, a restriction has been imposed in the Planned Development Zoning and Development Agreement that no building permits shall be issued for a for-sale, market rate residential unit on any portion of the site until a building permit has been issued for the construction of a non-residential building within the Finnian Way commercial area in PA-2c.

Depending on market conditions, the development of each area within Phase 2 may not happen simultaneously.

Inclusionary Zoning Regulations

Pursuant to the City's Inclusionary Zoning Regulations (Chapter 8.68 of the Dublin Municipal Code), developments of more than 20 residential units are required to set aside 12.5% of the units in the project as affordable units. The Inclusionary Zoning Regulations allow the payment of fees in-lieu of constructing 40% of the inclusionary units and provides additional alternative methods of compliance with these requirements. As previously stated, the City Council's approval of the Preferred Plan included criteria to include a combination of inclusionary for-sale units and a Public/Semi-Public parcel dedicated for affordable housing.

The proposed project includes up to 550 market rate units, which generates an inclusionary requirement of 69 affordable units. The proposed Development Agreement establishes the Applicant's proposed method of satisfying the City's Inclusionary Zoning Regulations. The proposed "alternative method of compliance" for the 69 affordable units includes: 1) the option of constructing five moderate income, for-sale, townhome units on-site or through the payment to a first-time homebuyer program specifically used for this project; 2) production of and deed restriction of approximately 100 (and not less than 85) detached accessory dwelling units with half in the moderate-income category and half in the low-income category; and 3) the option of either the completion of an affordable housing project on the Public/Semi-Public site or the dedication of the Public/Semi-Public site to the City or the City's designee. Prior to dedication, the developer would be required to complete the rough grading of the site and associated improvements including street frontage improvements such as curb, gutter, sidewalk, landscape,

irrigation, and access roadways.

The draft Ordinance approving a Planned Development Zoning District with a Stage 1 and Stage 2 Development Plan for the SCS Dublin Project is included as Attachment 9.

Development Agreement

The Applicant has requested approval of a Development Agreement for the project. The Development Agreement would provide security to the Applicant that the City will not change its zoning and other laws applicable to the project for a stated period of time. Additionally, it is a mechanism for the City to obtain commitments from the Applicant that the City might not otherwise be able to obtain. The details of the Development Agreement can be found in Attachment 11. The main points are highlighted below.

Affordable Housing

The Development Agreement establishes the project's proposed "alternative method of compliance" for the 69 affordable units as outlined in the Inclusionary Zoning Regulations section above.

Community Benefit Payment

The Development Agreement includes a community benefit payment with an initial installment of $1,500,000. The amount of subsequent community benefit payments is based on whether a Community Facilities District (CFD) is created. A CFD is a special tax district which would allow the property owner to impose a tax to fund services, public improvements, or infrastructure. If a CFD is created, the amount of the subsequent installments would be 10% of the aggregate face value of any bonds issued.

Community Center

The Development Agreement establishes a requirement for the project to provide a community center, which would include dedication of a fully improved retail space on Finnian Way to be used by the City as event space and for City programming. This space will contribute to the City's effort to develop community event space and indoor recreational space as identified in the City's Public Facility Fee Program and Parks and Recreation Master Plan. The event space is required to be approximately 1,800 square feet.

Vacation of Northside Drive

As part of the Development Agreement, the City would agree to vacate Northside Drive for the acquisition of the land by the Applicant at fair market value.

Extension of Brannigan Street

The Development Agreement would require the Applicant to construct the extension of Brannigan Street south of Dublin Boulevard, which includes acquiring the necessary rights from the property owner.

Project Phasing

The Development Agreement reinforces the construction phasing requirements for the project as

outlined in the Project Phasing section above.

The draft Ordinance approving the Development Agreement is included as Attachment 10 with the Development Agreement itself as Attachment 11.

Fiscal Analysis

The General Plan requires that the "fiscal impact of new residential development in the Eastern Extended Planning Area supports itself and does not draw upon and dilute the fiscal base of the remainder of the city."

The Eastern Dublin Specific Plan expands upon this policy through the following Financing Goal: *"New development in the Specific Plan area should pay the full cost of infrastructure needed to serve the area and should fund the costs of mitigating adverse impacts on the City's existing infrastructure and services."* To thoroughly evaluate the fiscal impact of the proposed SCS Dublin project, the City engaged the services of Keyser Marston Associates (KMA) to prepare a Fiscal Analysis of the project. The Fiscal Analysis (Attachment 12) confirmed that the project would be fiscally neutral or better.

Project Consistency with the General Plan and Zoning Ordinance

The proposed project is consistent with the General Plan and ESDP as amended. The General Plan allows for a variety of residential and commercial uses in this area of Dublin which the proposed project will achieve. The General Plan encourages projects to relate well to surrounding development, and the proposed project is compatible with the surrounding neighborhood that includes residential, public park, commercial retail, and office uses.

The proposed project is consistent with the EDSP which states that regionally oriented commercial uses should be located south of Dublin Boulevard and near freeway interchanges where convenient vehicular access will limit traffic impacts to the rest of Dublin. The EDSP provides for a variety of commercial uses as outlined in the Town Center – Commercial subarea and a mix of housing types, which is strongly encouraged in the Town Center – Residential subarea.

Airport Influence Area (AIA)/Overlay Zoning District

The majority of the site, excluding the most northerly portion, is located within the Airport Influence Area (AIA)/Overlay Zoning District. This area is designated as an area in which current or future airport-related noise, overflight, safety, and/or airspace protection factors may significantly affect land uses or necessitate restrictions on those uses. The AIA is a designation by the Alameda County Airport Land Use Commission (ALUC).

All permitted and conditionally permitted uses set forth in a Planned Development Zoning District that was adopted and in effect prior to August 2012 are considered to be "Existing Land Uses" pursuant to the Livermore Municipal Airport Land Use Compatibility Plan (ALUCP). This would include all uses allowed by the existing Planned Development Zoning Resolution No. 104-94. The Alameda County ALUC has no authority over Existing Land Uses unless changes to an Existing Land Use results in an increase of nonconformity with ALUCP policies. The proposed Planned Development Zoning District does not include any new land uses beyond what was allowed in the

existing Planned Development Zoning District. More specifically, the existing and proposed Planned Development Zoning District allows a variety of residential and commercial uses, including assembly land uses such as a hotel, recreational facilities, and other similar uses.

Eastern Dublin Scenic Corridor Standards and Policies – EDSP
The Eastern Dublin Scenic Corridor Policies and Standards document was adopted by the City Council in 1996 as a means of implementing the requirements of the Eastern Dublin Specific Plan. The Scenic Corridor policies establish standards for projects within the scenic corridor viewshed. Along the I-580 corridor, the document identified three critical viewpoints of Dublin's "Visually Sensitive Ridgelands," of which Viewpoint 2 looking northeast to the ridgelands from the Tassajara Road/I-580 overpass applies to the project.

Viewpoint 2 requires that developments maintain generally uninterrupted views and have structures that do not extend above the horizon of the Visually Sensitive Ridgelands and block the view of more than 25% of the total horizon line. The Environmental Impact Report (EIR) prepared for the project provides a detailed analysis of the project's impacts to the viewpoint and finds that the proposed development (including the potential Topgolf facility and tallest building at 74 feet, the hotel) does not obscure the view of the horizon of the Visually Sensitive Ridgelands. As shown in updated *Figure 5-1: Rendering of Topgolf Building Massing for Viewpoint 2*, contained in the EIR, the Topgolf poles and netting are semi-transparent and extend above the Visually Sensitive Ridgeland providing a direct view to the Visually Sensitive Ridgelands for more than 25% of the total horizon line.

Semi-Public Facilities Policy - EDSP
In 2004, the City Council adopted a Semi-Public Facilities Policy that requires the consideration of opportunities for cultural, education and other community services when reviewing amendments to the land use map of the General Plan and EDSP. The purpose of the Semi-Public Facilities Policy, among others, was to create a greater sense of community, enrich community identify, increase public access to community services and anticipate the needs of Dublin's diverse community.

The policy applies to all General Plan and EDSP Amendments which involve 150 or more single-family housing units and/or 250 or more medium density or greater units. The policy establishes various standards which encourage, but do not require, the inclusion of a Semi-Public Facilities at a rate of one acre per 1,000 residences. The proposed project is estimated to generate a population of 1,755 persons (1.75 acres). To meet the intent of the City's policy, the proposed project proposes approximately 3.8 gross acres in PA-2 north of Dublin Boulevard on the Tassajara Road frontage for Public/Semi-Public uses. Public/Semi-Public allows for a combination of public facility and semi-public facility land uses including the development of housing when it is developed by a non-profit entity and serves to meet affordable housing needs of an underserved economic segment of the community. Affordable housing within the Public/Semi-Public designation would consist of up to 100 residential units.

Town Center Priority Development Area
The proposed project is located within the Dublin Town Center Priority Development Area (PDA). This PDA is composed of a mix of housing types, including single-family detached, town homes, and apartments and surrounds the commercial core for eastern Dublin. The proposed project

supports the goals of the PDA through the development of residential and commercial uses.

Transportation Impact Analysis Guidelines
The City of Dublin Transportation Impact Analysis (TIA) Guidelines require a local transportation analysis (LTA) for all General Plan Amendments to evaluate potential impacts on the circulation network focusing primarily on local access and circulation in proximity to a project site. Per the TIA Guidelines, this analysis is required for conditions of approval and is outside the CEQA review process. Although the currently requested entitlements do not allow for the inclusion of conditions of approval, an LTA was completed to evaluate the proposed land use changes. The recommended improvements include adjusting signal timing and cycle lengths at four intersections as outlined in the LTA and will be considered with the review of future Site Development Review Permit(s) and Tentative Tract Map(s) and made conditions of approval at that time. The LTA is included as Attachment 13 with the Appendices available for review on the City's Development Activity webpage under the SCS Dublin project: https://dublin-development.icitywork.com/.

ENVIRONMENTAL DETERMINATION:

On April 2, 2022, the City issued a Notice of Preparation for an Environmental Impact Report (EIR) and held a public scoping meeting on April 13, 2022. The City received nine letters regarding the scope of the EIR. Subsequently, a Draft EIR (Attachment 2) was prepared for the proposed project and circulated for a 45-day public review period. The comment period was open from July 22, 2022, to September 6, 2022. The City received eight comment letters during the public review period. Reponses have been prepared for each of the comments received by the City. The Draft EIR, comments and associated responses, and changes and clarifications to the Draft EIR constitute the Final EIR (Attachment 3).

The Draft EIR examined potential environmental impacts resulting from the project in the following topic areas:

- Aesthetics *
- Biological Resources *
- Cultural and Tribal Resources *
- Geology and Soils *
- Noise & Vibration *
- Hazards and Hazardous Materials *
- Energy
- Greenhouse Gas Emissions
- Hydrology and Water Quality
- Land Use & Planning
- Population and Housing
- Public Services and Utilities
- *Air Quality*
- *Transportation*

The Draft EIR classifies the environmental impacts as follows:

- Class I are significant and unavoidable
- Class II can be reduced to less than significant with mitigation
- Class III are less than significant and do not require mitigation

The Draft EIR excluded the two topics, Agricultural and Forestry Resources and Mineral Resources, from detailed analysis as the project site does not support agricultural and forestry resources or mineral resources. In summary, the Draft EIR concludes that the project will have potentially significant impact in six of the 16 topic areas (noted above with an asterisk) and mitigation measures have been prepared to reduce the impacts in these areas to a level that is less than significant (Class II).

There were no potentially significant impacts identified for the six topics areas (underlined above) and, therefore, no mitigation is required (Class III).

Similar to other infill projects of this size, impacts were identified where, even with the implementation of mitigation measures, the effects to the environment would still be expected to be significant (Class I). The identified impacts, noted in italics above, include air quality and transportation. Although mitigation measures were prepared to reduce the level of the impact, the impacts could not be fully reduced to less than significant in all instances.

An overview of all the topic areas is provided below.

Aesthetics
To address potential aesthetic impacts that might result from the project, a photo simulation from the I-580 overcrossing looking northeast to the ridgelands was prepared and compared to existing conditions. The Draft EIR concluded that the project would not adversely impact views from a scenic vista or substantially alter the existing visual character because the building heights, massing and materials are generally consistent with the surrounding land uses. In addition, the EIR concluded that the project would not result in impacts to Visually Sensitive Ridgelands identified in the Eastern Dublin Scenic Corridor Policies and Standards. Potential impacts associated with light and glare were identified. The Draft EIR identifies mitigation measure to reduce the impact to a level of less than significant.

Air Quality
The Draft EIR identifies potentially significant impacts to air quality and includes mitigation measures. Although mitigation measures were prepared to reduce the impact to a less-than-significant level, the impacts could not be fully mitigated in all instances. The project's construction air quality emissions would exceed air quality thresholds established by the Bay Area Air Quality Management District for nitrogen oxides (NOx) emissions. The predominant source of NOx emissions would be construction activities (i.e., emissions associated with the transport of machinery and supplies to and from the project site, emissions produced on-site as the equipment is used, and emissions from trucks transporting materials and workers to and from the site) and mobile sources (i.e., project generated vehicle trips). The project also results in operational air

quality emissions exceeding air quality thresholds established by the Bay Area Air Quality Management District for nitrogen oxides (NOx) and reactive organic gases (ROG) emissions. To reduce the emissions associated with mobile sources, a Transportation Demand Management (TDM) plan is required for all uses.

Biological Resources
The project site contains approximately 77 acres of non-sensitive ruderal habitat composed of primarily of disced and mowed areas of disturbed vegetation. These biological communities are not considered sensitive natural communities or riparian habitat. The Draft EIR identifies other biological resources such as wetlands and special status species (e.g., Congdon tarplant, saline clover, burrowing owl, white-tailed kite, etc.) that would be impacted by the project and, therefore, identifies mitigation measures to reduce the project's impact on these biological resources to a level of less than significant.

Cultural and Tribal Resources
The project site is not listed as a historic site or a tribal resource. Nonetheless, there is always the possibility that previously unknown historic resources exist below the ground surface within the project site. As such, development of the project site was determined to have a potentially significant impact. The Draft EIR identifies mitigation measures to reduce the impact to a level of less than significant.

Energy
There were no potentially significant impacts identified for energy and, therefore, no mitigation is required.

Geology and Soils
Geologic-related impacts from development are site-specific and, if properly designed, would not result in worsening of the environment or public health and safety impacts. As part of the building permit application, the Applicant is required to submit a design-level geotechnical report. This report would provide recommendations on the appropriate level of soil engineering and building design necessary to minimize ground-shaking hazards. The Draft EIR builds off these existing requirements and requires the Applicant to submit a design-level geotechnical report to the City of Dublin for review and approval and implement recommendations under the approved report. The implementation of this mitigation measure would ensure that the project impacts would be less than significant.

Greenhouse Gas Emissions
There were no potentially significant impacts identified for greenhouse gas emissions and, therefore, no mitigation is required.

Hazards and Hazardous Materials
As previously noted, the project site is vacant except for seasonal uses. The Draft EIR identified a limited amount of hazardous materials on the project site, including two five-gallon buckets of petroleum hydrocarbon, stained soils, and solid waste debris. As such the Draft EIR identified a mitigation measure to reduce this impact to less than significant.

Hydrology
There were no potentially significant impacts identified for hydrology and, therefore, no mitigation is required. Projects, such as the proposed project, involving construction on sites that are one acre or more are required by regulation to prepare and implement a Stormwater Pollution Prevention Plan that specifies how the discharger will protect water quality during construction activities

Land Use
There were no potentially significant impacts identified for land use and, therefore, no mitigation is required.

Noise
The Draft EIR identified potentially significant noise impacts related to project construction in the short term as well as longer-term noise exposure of future residents to traffic noise from the adjacent City streets. Accordingly, the Draft EIR identifies mitigation measures, including the regulation of construction equipment and the requirement for an acoustical study demonstrating all residential units would meet the City's noise standards. These mitigation measures would reduce the project noise impacts to a level of less than significant.

Population and Housing
There were no potentially significant impacts identified for population and housing and, therefore, no mitigation is required.

Public Services and Utilities
There were no potentially significant impacts identified for public services and utilities and, therefore, no mitigation is required.

Transportation
Starting on July 1, 2020, agencies analyzing transportation impacts of new projects must now look at a metric known as vehicle miles traveled (VMT) instead of level of service (LOS). VMT measures how much actual auto travel (additional miles driven) a proposed project would create on California roads. If the project adds excessive car travel onto roads, the project may cause a significant transportation impact.

The project includes a mix of residential, local-serving retail and regional retail/recreation. The market-rate residential component of the project is anticipated to be below the established VMT threshold and, therefore, considered to result in a less than significant impact. In addition, per City of Dublin TIA Guidelines Section 4.2.2, if a project contains less than 100% affordable housing, the portion that is affordable housing should be screened out of needing a detailed VMT analysis. Therefore, the impact on VMT from the affordable housing component of the project is less than significant. Local-serving retail primarily serves preexisting needs (i.e., it does not generate new trips because it meets existing demand). Essentially, the assumption is that someone would travel to a newly constructed local-serving store because of its proximity and, therefore, this trip on the roadway network becomes shorter. As a result, local serving retail would most likely provide shorter trip options to pre-existing and on-site project induced needs for these goods and services.

The Topgolf component of the project is categorized as regional retail/recreation and would result in an increase in VMT to the planning area resulting in a significant impact. To address the impact, a Transportation Demand Management (TDM) plan is required for the Topgolf facility. Although mitigation measures were prepared to reduce the impact, it could not be fully reduced to less than significant in all instances.

The City Council resolution certifying the Final Environmental Impact Report is included as Attachment 1. To approve the project, the City Council must make findings regarding significant impacts and mitigation measures (Attachment 4), findings concerning infeasibility of alternatives and potential additional mitigation measures (Attachment 5) and will need to adopt a Statement of Overriding Considerations (SOC) (Attachment 6) that identifies all environmental impacts that cannot be mitigated and explains why the benefits of the project outweigh its unavoidable environmental impacts. The Mitigation Monitoring and Reporting Program is included as Attachment 7. The SOC is required in order to approve the project, if desired by a majority of the City Council.

PLANNING COMMISSION REVIEW:

The Planning Commission held a study session on September 27, 2022 and received presentations by Staff and the Applicant on the proposed project. The Planning Commission then held a public hearing and considered the project at their regular meeting on October 25, 2022. The Commission asked questions regarding the affordable housing proposal, mitigation measures for impacts to biological resources, fiscal analysis, and water supply. The Planning Commission adopted Resolution No. 22-13 (Attachment 14) unanimously recommending the City Council certify the Final EIR and approve the proposed amendments to the General Plan and Eastern Dublin Specific Plan, a Planned Development Rezone with Stage 1 and 2 Development Plans and a Development Agreement related to the SCS Dublin Project.

STRATEGIC PLAN INITIATIVE:

None.

NOTICING REQUIREMENTS/PUBLIC OUTREACH:

Two City-led Community Meetings were held on September 14 and 15, 2022 to provide Dublin residents with information about the proposed SCS Dublin project. In addition to Staff and the Applicant, 24 residents attended the meeting on September 14. Six residents attended the meeting on September 9. Staff provided a presentation that included an overview of the City's development review process and the proposed project. Questions were asked about the number of students the project would generate and general impacts on the schools, parking, potential for increasing the commercial area, and potential impacts to access of Grafton Station, Lowe's, and the water quality basin at the terminus of Northside Drive.

In accordance with State law, a public notice was mailed to all property owners and occupants within 300 feet of the proposed project to advertise the project and upcoming public hearing. A public notice was also published in the *East Bay Times* and posted at several locations throughout

the City. A Planning Application sign was posted on the project site and the project was also included on the City's Development Projects webpage. A copy of this Staff Report has been provided to the Applicant and the City Council Agenda was posted.

ATTACHMENTS:

1) Resolution Certifying an Environmental Impact Report and Adopting Environmental Impact Findings, Findings Regarding Alternatives, a Statement of Overriding Considerations and a Mitigation Monitoring and Reporting Program for the SCS Dublin Project
2) Exhibit A to the Resolution – Draft Environmental Impact Report
3) Exhibit B to the Resolution - Final Environmental Impact Report
4) Exhibit C to the Resolution – Findings Concerning Significant Impacts and Mitigation Measures
5) Exhibit D to the Resolution – Findings Concerning Infeasibility of Alternatives and Potential Additional Mitigation Measures
6) Exhibit E to the Resolution - Statement of Overriding Considerations
7) Exhibit F to the Resolution – Mitigation Monitoring and Reporting Program
8) Resolution Amending the General Plan and Eastern Dublin Specific Plan Related to the SCS Dublin Project
9) Ordinance Amending the Zoning Map and Approving a Planned Development Zoning District with Stage 1 and Stage 2 Development Plans For the SCS Dublin Project
10) Ordinance Approving a Development Agreement Between the City of Dublin and SCS Development Company Related to the SCS Dublin Project
11) Exhibit A to the Ordinance - Development Agreement
12) Fiscal Analysis
13) Local Transportation Analysis
14) Planning Commission Resolution No. 22-13

STAFF REPORT
CITY COUNCIL

DATE: December 6, 2022

TO: Honorable Mayor and City Councilmembers

FROM: Linda Smith, City Manager

SUBJECT: Planned Development Zoning Amendment for Dublin Transit Center Sites D-2 and E-2 and Hacienda Crossings Shopping Center (PLPA-2022-00036)
Prepared by: Michael P. Cass, Principal Planner

EXECUTIVE SUMMARY:

On November 15, 2022, the City Council approved the 2023-2031 Housing Element and adopted related amendments to the General Plan, Eastern Dublin Specific Plan, and Downtown Dublin Specific Plan. The City Council also waived the first reading and introduced companion Ordinances approving the Planned Development Zoning for Sites D-2 and E-2 at the Dublin Transit Center and Hacienda Crossings shopping center. The City Council is now being asked to waive the second reading and adopt the Ordinances.

STAFF RECOMMENDATION:

Waive the reading and adopt the Ordinance Approving Amendments to the Planned Development Zoning Stage 1 Development Plan and Approving a Stage 2 Development Plan for Sites D-2 and E-2 of the Dublin Transit Center; and waive the reading and adopt the Ordinance Approving Amendments to the Planned Development Zoning Stage 1 Development Plan and Approving a Stage 2 Development Plan for the Hacienda Crossings Shopping Center.

FINANCIAL IMPACT:

In July 2020, the City Council approved a consulting services agreement between the City and Kimley-Horn to assist Staff with preparation of the Housing Element Update. Kimley-Horn's contract amount is $403,000. The cost to prepare the Housing Element Update will be offset in part by grants totaling $401,436, including $55,000 from an approved Senate Bill 2 Planning Grant, $300,000 from the Local Early Action Planning (LEAP) Grant Program, and $46,436 from the Regional Early Action Planning (REAP) Grant Program. The City's Fiscal Year 2022-23 Budget sufficiently covers the remaining cost.

DESCRIPTION:

On November 15, 2022, the City Council: 1) adopted Resolution No. 133-22 adopting an Initial Study/Negative Declaration; approving the 2023 – 2031 Housing Element, associated amendments to the General Plan, including the Land Use Element and Land Use Map, and Seismic Safety and Safety Element, and associated amendments to the Eastern Dublin Specific Plan; and authorizing Staff to submit the Housing Element to the California Department of Housing and Community Development for certification; 2) adopted Resolution No 134-22 amending the Downtown Dublin Specific Plan to specify residential units on three Housing Element sites are allowed by right and not subject to the Development Pool or Community Benefit Program; 3) waived the reading and introduced the Ordinance approving amendments to the Planned Development Zoning Stage 1 Development Plan and approving a Stage 2 Development Plan for Sites D-2 and E-2 of the Dublin Transit Center; and 4) waived the reading and introduced the Ordinance approving amendments to the Planned Development Zoning Stage 1 Development Plan and approving a Stage 2 Development Plan for the Hacienda Crossings shopping center. Please refer to the November 15, 2022 City Council staff report for a complete discussion of these actions (Attachment 3).

The City Council is being asked to waive the second reading and adopt the Ordinances provided as Attachments 1 and 2.

ENVIRONMENTAL DETERMINATION:

Pursuant to the requirements of the California Environmental Quality Act (CEQA), the City prepared an Initial Study/Negative Declaration (IS/ND) for the proposed project. The IS/ND was available for public review between October 4, 2022, and November 2, 2022. The City of Dublin received minor comments from the Dublin San Ramon Services District and Zone 7 regarding the "Utilities and Service Systems" and "Hydrology and Water Quality" sections of the IS/ND. On November 15, 2022, the City Council adopted Resolution No. 133-22, adopting the IS/ND.

STRATEGIC PLAN INITIATIVE:

Strategy 2: Housing Affordability
Objective A: Develop a Certified Housing Element that balances the location of housing options for all income types.

NOTICING REQUIREMENTS/PUBLIC OUTREACH:

The City Council agenda was posted.

ATTACHMENTS:

1) Ordinance Approving Amendments to the Planned Development Zoning Stage 1 Development Plan and Approving a Stage 2 Development Plan for Sites D-2 and E-2 of the Dublin Transit Center
2) Ordinance Approving Amendments to the Planned Development Zoning Stage 1 Development Plan and Approving a Stage 2 Development Plan for the Hacienda Crossings Shopping Center
3) City Council Staff Report, dated November 15, 2022 (without attachments)

ORDINANCE NO. XX – 22

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF DUBLIN

APPROVING AMENDMENTS TO THE PLANNED DEVELOPMENT ZONING STAGE 1 DEVELOPMENT PLAN AND APPROVING A STAGE 2 DEVELOPMENT PLAN FOR SITES D-2 AND E-2 OF THE DUBLIN TRANSIT CENTER (APNs: 986-0034-012-00 AND 986-0034-014-00) (PLPA-2022-00036)

The Dublin City Council does ordain as follows:

SECTION 1. RECITALS

A. The State of California requires cities and counties to adopt a comprehensive, long-term General Plan for the physical development of the City.

B. The Housing Element is one of seven mandated elements of the General Plan and must address the existing and projected housing needs for all economic segments of the community.

C. State law requires Housing Elements to be updated and certified by the California Department of Housing and Community Development (HCD) every eight years.

D. The City of Dublin prepared the 2023 – 2031 Housing Element in accordance with State law.

E. The Housing Element must include an inventory of specific sites or parcels that are suitable for residential development and available for use in the planning period to accommodate the City's Regional Housing Needs Allocation (RHNA), which is included as Appendix D: Adequate Sites Analysis in the 2023 – 2031 Housing Element.

F. After accounting for pipeline projects, accessory dwelling units, and existing zoning to accommodate the RHNA, the Adequate Sites Analysis identified a "remaining need" of 755 units.

G. A portion of the remaining need is proposed to be accommodated on Sites D-2 and E-2 (APNs: 986-0034-012-00 and 986-0034-014-00) at the Dublin Transit Center.

H. On December 3, 2002, the City Council adopted Ordinance No. 21-02 approving a Planned Development Rezone with a Stage 1 Development Plan for the Dublin Transit Center, which among other approvals, established a maximum of 1,800 residential units for the Transit Center and specified Sites D-2 and E-2 shall be developed with a Campus Office use.

I. The City proposes to amend Ordinance No. 21-02 to change the allowed land use on Sites D-2 and E-2 from Campus Office to Campus Office/High-Density Residential and increase the maximum residential density from 1,800 units to 2,515 units ("the Project").

J. Consistent with California Government Code Section 65352.3, the City obtained a contact list of local Native American tribes from the Native American Heritage Commission and notified the tribes on the contact list of the opportunity to consult with the City on the proposed Planned Development Zoning Amendments. None of the contacted tribes requested a consultation within the statutory consultation periods and no further action is required.

K. The California Environmental Quality Act (CEQA), together with the CEQA Guidelines and City of Dublin CEQA Guidelines and Procedures require that certain projects be reviewed for environmental impacts and that environmental documents be prepared.

L. The City prepared an Initial Study for the 2023 – 2031 Housing Element and corresponding General Plan Amendments, Specific Plan Amendments, and rezonings, which found there was no substantial evidence that the project would have a significant adverse effect on the environment and, therefore, pursuant to the requirements of CEQA, the City prepared a Negative Declaration (ND), dated October 3, 2022, which reflects the City's independent judgement and analysis.

M. The Initial Study/Negative Declaration was circulated for public review from October 4, 2022, through November 2, 2022.

N. The City of Dublin received minor comments from the Dublin San Ramon Services District and Zone 7 regarding the "Utilities and Service Systems" and "Hydrology and Water Quality" sections of the Initial Study/Negative Declaration.

O. On October 25, 2022, the Planning Commission reviewed the 2023 – 2031 Housing Element and corresponding General Plan Amendments, Specific Plan Amendments, and rezonings and adopted Resolution No. 22-14 recommending that the City Council: 1) adopt an Initial Study/Negative Declaration; 2) approve the 2023 – 2031 Housing Element and authorize Staff to submit the Housing Element to the California Department of Housing and Community Development for certification; 3) approve associated amendments to the General Plan, Eastern Dublin Specific Plan, and Downtown Dublin Specific Plan; and 4) approve amendments to the Planned Development Zoning for Sites D-2 and E-2 at the Transit Center and Hacienda Crossings shopping center.

P. On November 15, 2022, the City Council held a properly noticed public hearing on the project, including the Initial Study/Negative Declaration, at which time all interested parties had the opportunity to be heard.

Q. A Staff Report, dated November 15, 2022, and incorporated herein by reference, described and analyzed the Project, including the 2023 – 2031 Housing Element, corresponding amendments to the General Plan, Eastern Dublin Specific Plan, and Downtown Dublin Specific Plan, and Planned Development Zoning Stage 1 Development Plan Amendments, for the City Council.

R. The City Council did hear and use independent judgment and considered all said reports, recommendations, and testimony hereinabove set forth.

SECTION 2. FINDINGS

A. Pursuant to Section 8.32.070 of the Dublin Municipal Code, the City Council finds as follows:

1. The Planned Development ("PD") Zoning Stage 1 Development Plan Amendment and Stage 2 Development Plan for northern 6.42 acres of sites D-2 and all of site E-2 at the Dublin Transit Center meets the purpose and intent of Chapter 8.32 in that it provides a comprehensive development plan that will be consistent with the General Plan and Eastern Dublin Specific Plan, as amended, and protects the integrity and character of the area by creating a desirable use of land that is sensitive to surrounding land uses. The Project will allow a broader range of uses, including the potential for housing.

2. Development of the Project under the PD zoning will be harmonious and compatible with existing and future development in the surrounding area in that the site will provide a variety of uses for the proposed Campus Office/High-Density Residential sites. The subject parcels are surrounded by residential uses to the north and west, by undeveloped land and Interstate-580 to the south, and by commercial development and undeveloped land to the east.

B. Pursuant to Sections 8.120.050.A and B of the Dublin Municipal Code, the City Council finds as follows:

1. The PD zoning for the proposed Campus Office/High-Density Residential parcels will be harmonious and compatible with existing and potential development in the surrounding area, will take into account adjacent land uses and will provide a wide range of amenities for the community within the development and the surrounding neighborhoods.

2. The conditions of the proposed Campus Office/High-Density Residential parcels are physically suitable for the uses permitted through the PD zoning in terms of type and intensity of the proposed zoning.

3. The PD zoning will not adversely affect the health or safety of persons residing or working in the vicinity, or be detrimental to the public health, safety, and welfare in that the Project will comply with all applicable development regulations and standards.

4. The PD zoning is consistent with and in conformance with the Dublin General Plan and Eastern Dublin Specific Plan, as amended, in that the proposed uses are compatible with the General Plan land use designation of Campus Office/High-Density Residential.

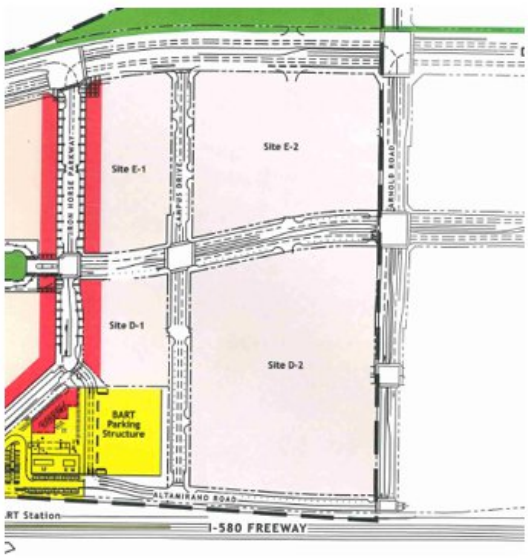
C. Pursuant to the California Environmental Quality Act, the City Council adopted Resolution No. 133-22 approving an Initial Study/Negative Declaration, prior to approving the Project.

SECTION 3. AMENDMENT TO EXISTING STAGE 1 DEVELOPMENT PLAN AND ADOPTION OF A STAGE 2 DEVELOPMENT PLAN

The Planned Development Zoning Stage 1 Development Plan for the Dublin Transit Center is set forth in Ordinance No. 21-02. Amendments to the Stage 1 Development Plan and standards for the Stage 2 Development Plan for the Dublin Transit Center Sites D-2a and E-2 are set forth below.

1. **Statement of Proposed Uses.** The Stage 1 DP booklet, Appendix 2, Dublin Transit Center PD Zoning and Uses on page A.6-7 is amended to add "Multi-Family Dwelling" as a permitted use on Site D-2a and all of Site E-2.

2. **Stage 1 Site Plan.** Amend the annotations on the Conceptual Illustrative Site Plan in the Stage 1 DP booklet on page 1.5 to state "Office and/or Multi-Family Dwellings," rather than "Office." Additionally, amend page 1.15 of the Stage 1 DP Booklet to designate the northern 6.42 acres of Site D-2 as Site D-2a and the southern 5.88 acres as Site D-2b, as shown below:



Existing



Proposed

Campus Office / High Density Residential

3. **Site Area, Proposed Densities.** The table titled Dublin Transit Center: Proposed Land Uses in the Stage 1 DP Book on page 1.13 is amended as follows to add the High-Density Residential land use and up to 222 units on Site D-2a and up to 493 units on Site E-2 and footnote #5.

Site	Area (gr.ac.)	Area (net ac.)	GP/EDSP Land Use	Max. Sq. Ft.	Max. Units	FAR (gross)	Density (gross)	FAR (net)	Density (net)	Ancillary Retail Sq. Ft.	Additional Units
D-2a	9.04	6.42	Campus Office and/or High-Density Residential	496,166	222	1.26	25	1.80	35		
D-2b	8.28	5.88	Campus Office	454,433	0	1.26	0	1.80	0		
E-2	11.20	7.70	Campus Office and/or High-Density Residential	560,000	493	1.15	44	1.67	64		
Total	**90.65**	**65.25**		**2,000,000**	**2,215**					**70,000**	**300**

Summary											
d/e	38.30	26.40	Campus Office and/or High-Density Residential	2,000,000	715	1.20	25-44	1.80	35-64	22,500	300

NOTES:

5. Site D-2a and all of Site E-2 allow Campus Office and/or High-Density Residential land uses. The floor area ratio applies to both development options (Campus Office and High Density Residential) and is for the combined commercial and residential uses, if residential units are incorporated, or for commercial uses if commercial is used exclusively. The floor area ratio does not apply to projects with only residential uses.

4. **Phasing Plan.** For the Phasing Plan, see Stage 1 DP booklet, page 1.17. Amend the legend to state "Campus Office/High Density Residential" for Site D-2a and all of Site E-2.

5. **Master Neighborhood Landscape Plan.** See Stage 1 DP booklet, page 2.2 to 2.41. Amend the annotations on the "Streetscape, Open Space, & Landscape" Figures to state "Office and/or Multi-Family Dwellings," rather than "Office."

9. **Applicable Requirements of Dublin Zoning Ordinance.** Except as specifically provided in the Stage 1 and 2 Development Plan, the use, development, improvement, and maintenance of the property shall be governed by the Dublin Zoning Ordinance and shall comply with the Citywide Multi-Family Objective Design Standards.

SECTION 4. SEVERABILITY

The provisions of this Ordinance are severable and if any provision, clause, sentence, word or part thereof is held illegal, invalid, unconstitutional, or inapplicable to any person or circumstances, such illegality, invalidity, unconstitutionality, or inapplicability shall not affect or impair any of the remaining provisions, clauses, sentences, sections, words or parts thereof of the ordinance or their applicability to other persons or circumstances.

SECTION 5. POSTING OF ORDINANCE

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

SECTION 6. EFFECTIVE DATE

The Ordinance shall take effect upon certification of the 2023 – 2031 Housing Element by HCD.

{Signatures on the Following Page}

PASSED, APPROVED, AND ADOPTED this 6th day of December 2022, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

_____
Mayor

ATTEST:

_____
City Clerk

ORDINANCE NO. XX – 22

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF DUBLIN

APPROVING AMENDMENTS TO THE PLANNED DEVELOPMENT ZONING STAGE 1 DEVELOPMENT PLAN AND APPROVING A STAGE 2 DEVELOPMENT PLAN FOR HACIENDA CROSSINGS SHOPPING CENTER (APNs: 986-0008-009-00 AND 986-0008-010-00) (PLPA-2022-00036)

The Dublin City Council does ordain as follows:

SECTION 1. RECITALS

A. The State of California requires cities and counties to adopt a comprehensive, long-term General Plan for the physical development of the City.

B. The Housing Element is one of seven mandated elements of the General Plan and must address the existing and projected housing needs for all economic segments of the community.

C. State law requires Housing Elements to be updated and certified by the California Department of Housing and Community Development (HCD) every eight years.

D. The City of Dublin prepared the 2023 – 2031 Housing Element in accordance with State law.

E. The Housing Element must include an inventory of specific sites or parcels that are suitable for residential development and available for use in the planning period to accommodate the City's Regional Housing Needs Allocation (RHNA), which is included as Appendix D: Adequate Sites Analysis in the 2023 – 2031 Housing Element.

F. After accounting for pipeline projects, accessory dwelling units, and existing zoning to accommodate the RHNA, the Adequate Sites Analysis identified a "remaining need" of 755 units.

G. A portion of the remaining need is proposed to be accommodated on two parcels (APNs: 986-0008-009-00 and 986-0008-010-00) at the Hacienda Crossings shopping center (formerly known as the Santa Rita Commercial Center).

H. On January 17, 1995, the City Council adopted Resolution No. 95-02 approving a Planned Development Rezone with a Stage 1 Development Plan for the Santa Rita Commercial Center, which among other approvals, established regulations for the use, improvement, and maintenance of the property.

I. The City proposes to amend Resolution No. 95-02 to add "Multi-Family Residence" as a permitted principal land use on two parcels (APNs: 986-0008-009-00 and 986-0008-010-00) at the Hacienda Crossings shopping center, and establish a maximum of up to 594 residential units and objective design standards for the two parcels ("the Project").

J. Consistent with California Government Code Section 65352.3, the City obtained a contact list of local Native American tribes from the Native American Heritage Commission and notified the tribes on the contact list of the opportunity to consult with the City on the proposed Planned Development Zoning Amendments. None of the contacted tribes requested a consultation within the statutory consultation periods and no further action is required.

K. The California Environmental Quality Act (CEQA), together with the CEQA Guidelines and City of Dublin CEQA Guidelines and Procedures require that certain projects be reviewed for environmental impacts and that environmental documents be prepared.

L. The City prepared an Initial Study for the 2023 – 2031 Housing Element and corresponding General Plan Amendments, Specific Plan Amendments, and rezonings, which found there was no substantial evidence that the project would have a significant adverse effect on the environment and, therefore, pursuant to the requirements of CEQA, the City prepared a Negative Declaration, dated October 3, 2022, which reflects the City's independent judgement and analysis.

M. The Initial Study/Negative Declaration was circulated for public review from October 4, 2022, through November 2, 2022.

N. The City of Dublin received minor comments from the Dublin San Ramon Services District and Zone 7 regarding the "Utilities and Service Systems" and "Hydrology and Water Quality" sections of the Initial Study/Negative Declaration.

O. On October 25, 2022, the Planning Commission reviewed the 2023 – 2031 Housing Element and corresponding General Plan Amendments, Specific Plan Amendments, and rezonings and adopted Resolution No. 22-14 recommending that the City Council: 1) adopt an Initial Study/Negative Declaration; 2) approve the 2023 – 2031 Housing Element and authorize Staff to submit the Housing Element to the California Department of Housing and Community Development for certification; 3) approve associated amendments to the General Plan, Eastern Dublin Specific Plan, and Downtown Dublin Specific Plan; and 4) approve amendments to the Planned Development Zoning for Sites D-2 and E-2 at the Transit Center and Hacienda Crossings shopping center

P. On November 15, 2022, the City Council held a properly noticed public hearing on the Project, including the Initial Study/Negative Declaration, at which time all interested parties had the opportunity to be heard.

Q. A Staff Report, dated November 15, 2022, and incorporated herein by reference, described and analyzed the Project, including the 2023 – 2031 Housing Element, corresponding amendments to the General Plan, Eastern Dublin Specific Plan, and Downtown Dublin Specific Plan, and Planned Development Zoning Stage 1 Development Plan Amendments, for the City Council.

R. The City Council did hear and use independent judgment and considered all said reports, recommendations, and testimony hereinabove set forth.

SECTION 2. FINDINGS

A. Pursuant to Section 8.32.070 of the Dublin Municipal Code, the City Council finds as follows:

1. The Planned Development ("PD") Zoning Stage 1 Development Plan Amendment and Stage 2 Development Plan for the two parcels at the Hacienda Crossings shopping center meets the purpose and intent of Chapter 8.32 in that it provides a comprehensive development plan that will be consistent with the General Plan and Eastern Dublin Specific Plan, as amended, and protects the integrity and character of the area by creating a desirable use of land that is sensitive to surrounding land uses. The Project will allow a broader range of uses, including the potential for housing.

2. Development of the Project under the PD zoning will be harmonious and compatible with existing and future development in the surrounding area in that the site will provide a variety of uses for the proposed sites. The subject parcels are surrounded by residential uses to the north, by commercial development to the east and west, and by commercial development and Interstate 580 to the south.

B. Pursuant to Sections 8.120.050.A and B of the Dublin Municipal Code, the City Council finds as follows:

1. The PD zoning for the two parcels will be harmonious and compatible with existing and potential development in the surrounding area, will take into account adjacent land uses and will provide a wide range of amenities for the community within the development and the surrounding neighborhoods.

2. The conditions of the two parcels are physically suitable for the uses permitted through the PD zoning in terms of type and intensity of the proposed zoning.

3. The PD zoning will not adversely affect the health or safety of persons residing or working in the vicinity, or be detrimental to the public health, safety, and welfare in that the Project will comply with all applicable development regulations and standards.

4. The PD zoning is consistent with and in conformance with the Dublin General Plan and Eastern Dublin Specific Plan, as amended, in that the proposed uses are compatible with the General Plan land use designation of General Commercial.

C. Pursuant to the California Environmental Quality Act, the City Council adopted Resolution No. 133-22 approving an Initial Study/Negative Declaration, prior to approving the Project.

SECTION 3. AMENDMENT TO EXISTING STAGE 1 DEVELOPMENT PLAN AND ADOPTION OF A STAGE 2 DEVELOPMENT PLAN

The Planned Development Zoning Stage 1 Development Plan for the Hacienda Crossings shopping center is set forth in Resolution No. 95-02. Amendments to the Stage 1 Development Plan and standards for the Stage 2 Development Plan for the two subject parcels (APNs: 986-0008-009-00 and 986-0008-010-00) are set forth below.

2. The permitted principal land uses are amended to add "Multi-Family Residence."

8.J. The required parking spaces are amended to add the following parking requirements:

USE	PARKING REQUIRED
Residential Units	Per Dublin Municipal Code Section 8.76

11. The following objective design standards shall apply to Multi-Family Residences:

    The Hacienda Crossings shopping center is as a pedestrian- oriented mixed-use development with service, retail, commercial, and entertainment uses serving the daily needs of nearby residential neighborhoods and the larger community. Multi-family residential development with ground floor retail/commercial uses and residential units above is strongly encouraged on two parcels within the shopping center (APNs: 986-0008-009-00 and 986-0008-010-00). An internal street network shall be added to the shopping center with new minimum eight-foot-wide unobstructed sidewalks to accommodate pedestrian circulation and to divide large parking areas into smaller lots. New multi-family residential and mixed-use buildings shall:

    A. Form a continuous edge along the internal street network that gives definition and scale to the street where buildings are built up to and parallel to sidewalks, except deviations may provide for outdoor dining areas, entry plazas, and other outdoor gathering areas.
    B. Incorporate balconies and upper story windows that open on internal streets and other outdoor gathering areas.
    C. Be designed with ground floor facades fronting internal streets with at least 60 percent transparent window surface.
    D. Include colorful awnings, signage, lighting, and other architectural details along facades to emphasize the pedestrian scale and experience.

    The following development standards shall apply to Multi-Family Residences:

STANDARD	REQUIREMENT
Access	
Building Entrance	At least 1 public entrance per business with street frontage shall be provided along a façade facing the street. Locate entrances in key retail clusters close together.
Pedestrian Access	Direct pedestrian access shall be provided from the sidewalk and parking areas, including structured parking, to building entrances (excluding private service entrances).
Service Access	Service access must be located a minimum of 15 feet from storefront or residential entrances.
Density	Residential units are allowed at a minimum density of 48 dwelling units per acre.

Mixed-Use Development	Ground floor retail or office shall be provided with a minimum Floor Area Ratio of 0.3. Retail or office space shall be built along at least 80 percent of the property's street frontage and setback no more than 10 feet from the building setback requirement. Minimum height of ground floor retail/commercial to second floor is 18 feet.
Common Useable Outdoor Space	Common useable outdoor space for the residential units shall be provided at a rate of 15 percent of the site's total area.
Height Limits	56 feet
Stories	Four stories

Multi-Family Residences shall also comply with the Citywide Multi-Family Objective Design Standards.

SECTION 4. SEVERABILITY

The provisions of this Ordinance are severable and if any provision, clause, sentence, word or part thereof is held illegal, invalid, unconstitutional, or inapplicable to any person or circumstances, such illegality, invalidity, unconstitutionality, or inapplicability shall not affect or impair any of the remaining provisions, clauses, sentences, sections, words or parts thereof of the ordinance or their applicability to other persons or circumstances.

SECTION 5. POSTING OF ORDINANCE

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

SECTION 6. EFFECTIVE DATE

The Ordinance shall take effect upon certification of the 2023 – 2031 Housing Element by HCD.

{Signatures on the Follow Page}

PASSED, APPROVED, AND ADOPTED this 6th day of December 2022, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

_____
Mayor

ATTEST:

_____
City Clerk

STAFF REPORT
CITY COUNCIL

DATE: November 15, 2022

TO: Honorable Mayor and City Councilmembers

FROM: Linda Smith, City Manager

SUBJECT: 2023 – 2031 Housing Element and Related Amendments to the General Plan, Eastern Dublin Specific Plan and Downtown Dublin Specific Plan, and Planned Development Zoning for Dublin Transit Center Sites D-2 and E-2 and Hacienda Crossings Shopping Center (PLPA-2022-00036)
Prepared by: Michael P. Cass, Principal Planner

EXECUTIVE SUMMARY:

The City Council will consider the proposed 2023 – 2031 Housing Element and related amendments to implement the Housing Element. This includes amendments to the General Plan, Eastern Dublin Specific Plan, and Downtown Dublin Specific Plan, and amendments to the Planned Development Zoning for Sites D-2 and E-2 at the Dublin Transit Center and Hacienda Crossings shopping center. Additionally, the City Council will consider an Initial Study/Negative Declaration.

STAFF RECOMMENDATION:

Conduct a public hearing, deliberate, and: 1) adopt the Resolution Adopting an Initial Study/Negative Declaration; Approving the 2023 – 2031 Housing Element, Associated Amendments to the General Plan, Including the Land Use Element and Land Use Map, and Seismic Safety and Safety Element, and Associated Amendments to the Eastern Dublin Specific Plan; and Authorizing Staff to submit the Housing Element to the California Department of Housing and Community Development for Certification; 2) adopt the Resolution Amending the Downtown Dublin Specific Plan to Specify Residential Units on Three Housing Element Sites are Allowed by Right and Not Subject to the Development Pool or Community Benefit Program; 3) waive the reading and INTRODUCE the Ordinance Approving Amendments to the Planned Development Zoning Stage 1 Development Plan and Approving a Stage 2 Development Plan for Sites D-2 and E-2 of the Dublin Transit Center; and 4) waive the reading and INTRODUCE the Ordinance Approving Amendments to the Planned Development Zoning Stage 1 Development Plan and Approving a Stage 2 Development Plan for the Hacienda Crossings Shopping Center.

FINANCIAL IMPACT:

In July 2020, the City Council approved a consulting services agreement between the City and Kimley-Horn to assist Staff with preparation of the Housing Element Update. Kimley-Horn's contract amount is $403,000. The cost to prepare the Housing Element Update will be offset in part by grants totaling $401,436, including $55,000 from an approved Senate Bill 2 Planning Grant, $300,000 from the Local Early Action Planning (LEAP) Grant Program, and $46,436 from the Regional Early Action Planning (REAP) Grant Program. The City's Fiscal Year 2022-23 Budget sufficiently covers the remaining cost.

DESCRIPTION:

Background

Each local government in California is required to adopt a comprehensive, long-term General Plan for the physical development of the jurisdiction. A certified Housing Element is one of seven mandatory elements of the General Plan. Housing Element law mandates that local governments update their Housing Element every eight years to demonstrate how the jurisdiction has adequately planned to meet the existing and projected housing needs of all economic segments of the community. The community's housing need is determined through the Regional Housing Needs Allocation (RHNA) process.

RHNA is the state-mandated process to identify the number of housing units, by affordability level, that each jurisdiction must accommodate in the Housing Element of its General Plan. On December 16, 2021, the Association of Bay Area Governments (ABAG) Executive Board adopted the Final RHNA Plan: San Francisco Bay Area, 2023 – 2031. The plan allocates 3,719 housing units to the City of Dublin. Table 1 below shows the City's final RHNA by household income category for the 2023 – 2031 planning period. The City's updated Housing Element must demonstrate how it can accommodate its RHNA.

Table 1: Dublin's 2023 – 2031 Regional Housing Needs Allocation

	Very-Low-	Low-	Moderate-	Above-Moderate-	Total
Final Allocation	1,085	625	560	1,449	3,719

The Draft 2023 - 2031 Housing Element was published for a 30-day public review period on April 15, 2022. On May 17, 2022, the City Council reviewed the Draft 2023 - 2031 Housing Element and directed Staff to submit it to the California Department of Housing and Community Development (HCD). On May 27, 2022, Staff submitted the Draft 2023 – 2031 Housing Element to HCD for their review. HCD concluded their review and provided comments on August 29, 2022. The Draft Housing Element has been revised to reflect comments received from HCD and interested parties as further discussed later below.

The City Council is being asked to review the 2023 – 2031 Housing Element and associated amendments to the General Plan, including the Land Use Element and Land Use Map, and Seismic Safety and Safety Element; amendments to the Eastern Dublin Specific Plan (EDSP) and

Downtown Dublin Specific Plan (DDSP); and amendments to Planned Development Zoning for Sites D-2 and E-2 at the Dublin Transit Center and Hacienda Crossings shopping center. The City Council Resolutions and Ordinances are Attachments 1 – 6.

Analysis

General Plan Amendments

Housing Element
Staff prepared the 2023-2031 Housing Element (Attachment 2), which includes the following components:

- Chapter 1: Introduction. Contains a summary of the content, organization, and statutory considerations of the Housing Element.
- Chapter 2: Housing Plan. Describes Dublin's housing plan, including goals, policies, programs, and objectives.
- Appendix A: Review of Past Performance. Evaluates the housing programs and quantified objectives outlined in the past Housing Element and the City's efforts in meeting the program requirements and achieving the quantified objectives.
- Appendix B: Community Profile. Contains an analysis of the City's population, household and employment base, and the characteristics of the housing stock.
- Appendix C: Housing Constraints, Resources, and Affirmatively Furthering Fair Housing (AFFH). Summarizes governmental and non-governmental constraints on production, maintenance, and affordability of housing and provides a summary of housing resources, including funding and financial considerations, as well as a fair housing analysis.
- Appendix D: Adequate Sites Analysis. Identifies candidate sites by income category to meet the City's RHNA.
- Appendix E: Housing Plan Programs Summary. Summarizes Chapter 2.
- Appendix F: Community Engagement Summary. Summarizes the City's community engagement efforts to achieve public participation of all economic segments of the community.
- Appendix G: Glossary of Terms. Defines terms and acronyms using in the Housing Element.

A comprehensive update is proposed to the Housing Element of the General Plan. The Housing Element identifies residential sites by income category to meet the City's RHNA. The sites identified in the Housing Element represent the City's ability to accommodate housing at the designated income levels during the 2023 – 2031 planning period. The Housing Element also analyzes governmental constraints to housing maintenance, improvement, and development; addresses conservation and improvement of the condition of existing affordable housing stock; and outlines policies and programs that promote housing opportunities for all persons.

The 2023 – 2031 Housing Element also includes a review of the goals, policies, programs, and objectives of the existing Housing Element, and reports on the attainment and disposition of the programs. In some instances, the programs from the previous Housing Element are continued through to the 2023 – 2031 Housing Element. Many existing programs have been amended and

continue to reflect current conditions in the City as described in Chapter 2: Housing Plan of the 2023 – 2031 Housing Element.

Adequate Sites Analysis. As noted above, the Housing Element must include an inventory of specific sites or parcels that are suitable for residential development and available for use in the planning period to accommodate the City's RHNA. The Housing Element has identified that the City has the capacity to meet the RHNA through a variety of methods, including: 1) projects in the pipeline; 2) future development of accessory dwelling units (ADUs); 3) capacity on existing, residentially-zoned sites; and 4) identification of land to rezone to accommodate remaining RHNA. Table 2, below, shows the City's 2023-2031 RHNA by income category and how the RHNA will be accommodated.

Table 2: Sites Inventory Summary				
	Very-Low- and Low-	Moderate-	Above-Moderate-	Total
Allocation	1,710	560	1,449	3,719
Pipeline Projects	(535)	(210)	(2,104)	(2,849)
Accessory Dwelling Units	(96)	(48)	(16)	(160)
5th Cycle Sites	0	(252)	0	(252)
Public/Semi-Public Sites	(134)	0	0	(134)
Downtown Dublin	(190)	(50)	0	(240)
Remaining Need	755	0	0	

Table 3 demonstrates how the remaining need will be accommodated on Transit Center Sites D-2 and E-2, Hacienda Crossings shopping center, and the SCS Property.

Table 3: Distribution of Remaining Need				
	Very-Low- and Low-	Moderate-	Above-Moderate-	Total
Transit Center Sites D-2 & E-2 (Alameda County Surplus Property)	358	0	357	715
Hacienda Crossings	297	0	297	594
SCS Property	100	0	0	100
Total	755	0	654	1,409

HCD Review. On August 29, 2022, the City received the results of HCD's review. While the Draft 2023 -2031 Housing Element met many of the statutory requirements, HCD identified revisions that they deemed necessary before the agency will certify the Housing Element (Attachment 8). The following is a summary of changes made to address HCD's comments:

- Chapter 2 (Housing Plan), Section 2 (Housing Programs), and Appendix E (Housing Plan Programs Summary): Updated Program A.5 (Preserve and Monitor Affordable Units At-

Risk of Converting to Market Rate) with an objective to proactively seek funding opportunities for units at-risk of converting to market-rate units.

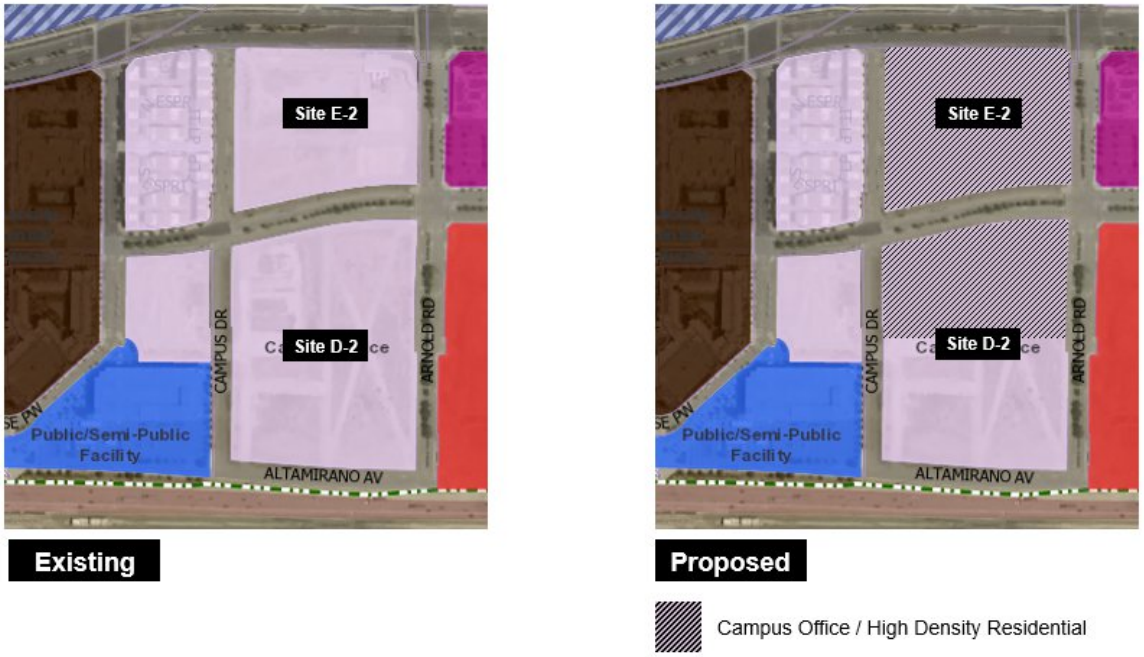
- Chapter 2, Section 2, and Appendix E: Modified Program B.16 (Publicly-Owned Lands) to work with the Alameda County Surplus Property Authority to develop a schedule for the development of the Dublin Transit Center and conduct a mid-cycle review of progress made.
- Chapter 2, Section 2, and Appendix E: Updated Program B.17 (Community Care Facilities) to include language regarding reviewing and revising the definition of "family" to address potential constraints for persons with disabilities and to specify the City will update the Zoning Ordinance to allow community care facilities in all zoning districts allowing a residential use.
- Chapter 2, Section 2, and Appendix E: Added Program B.18 (Planned Development (PD) Zoning) with the objective to review vacant and underutilized properties with existing PD zoning and identify properties for rezoning to traditional residential districts and consider amendments to the Zoning Ordinance to provide options for developers to request PD zoning if they desire more flexibility. Based on preliminary analysis, the City identified approximately nine properties requiring rezoning.
- Chapter 2, Section 2, and Appendix E: Added Program B.19 (Development of Large Parcels) to incentivize residential development on parcels over ten acres.
- Chapter 2, Section 2, and Appendix E: Added development standards for emergency shelters and modified Program D.3 (Emergency Shelters) to specify parking requirements will be updated to comply with Assembly Bill (AB) 139.
- Chapter 2, Section 2, and Appendix E: Added Program D.6 (Parking Requirements Near Public Transit) to specify parking requirements will be updated to comply with AB 2097.
- Chapter 2, Section 2, and Appendix E: Added specific dates that certain programs will be completed.
- Appendix C (Housing Constraints, Resources, and Affirmatively Furthering Fair Housing), Section A (Housing Constraints), Subsection 2 (Governmental Constraints): Further analyzed development standards and land use controls and added information to support that they do not impact housing supply, costs, financial feasibility, timing, approval certainty and ability to achieve maximum densities without exceptions.
- Appendix C, Section A, Subsection 2: Added analysis to support that parking requirements for multi-family residential development projects do not impact cost, supply, housing choice, or financial feasibility.
- Appendix C, Section A, Subsection 2: Clarified that Density Bonus incentives may count towards the City's Inclusionary Zoning Ordinance requirements.
- Appendix C, Section A, Subsection 2: Added a table detailing actual time between receiving a Planning entitlement and applying for a building permit.
- Appendix C, Section D (Affirmatively Furthering Fair Housing), Subsection 10 (Fair Housing Laws): Added additional discussion about the City's compliance with fair housing laws.
- Appendix C, Section D, Subsection 12 (Analysis of Federal, State, and Local Data and Knowledge): Analyzed integration and segregation trends over time.
- Appendix C, Section D, Subsection 12: Added additional language to provide a regional context for Racially Concentrated Areas of Affluence.
- Appendix C, Section D, Subsection 12: Added information on the approval of district-based elections beginning in 2024.

- Appendix C, Section D, Subsection 14 (Analysis of Sites Pursuant to AB 686): Added additional data and analysis about candidate housing sites and affirmatively furthering fair housing.
- Appendix D (Adequate Sites Analysis), Section A (Adequate Sites Analysis Overview), Subsection 2 (ADUs and Junior ADUs): Decreased accessory dwelling unit (ADU) projections from 248 to 160 ADUs and increased the number of units at the Dublin Transit Center to accommodate that shortfall.
- Appendix D, Section B (Very Low- and Low-Income Sites Inventory), Subsection 2 (Calculation of Unit Capacity): Added evidence to support realistic capacity, including density, acreage, and affordability levels of past projects.
- Appendix D, Section B, Subsection 3 (Adequacy of Sites to Accommodate Very Low- and Low-Income Housing): Added additional language to support parcels over 10 acres that are planned to accommodate lower-income households.
- Appendix D, Section B, Subsection 4 (Non-Vacant Sites): Added additional support for the suitability of non-vacant sites.
- Appendix F (Community Engagement Summary), Section 16 (Summary of Public Comments): Updated Table F-1 to include public comments received by HCD.

Land Use Element

Transit Center Sites D-2 and E-2 currently have a General Plan land use designation of Campus Office. The land use for the northern 6.42 acres of Site D-2 and all of Site E-2 would be changed to a combined Campus Office/High-Density Residential land use designation to accommodate additional residential units at the Transit Center as shown in Figure 1 below. Additionally, the City proposes to update the assumed residential household size based on Dublin's average household size of 2.99 persons per unit as reported in the 2020 US Census data. Corresponding amendments are proposed to the Population Density Measurements (Section 1.8.1.2), Land Use Classification (Section 1.8.1.6), Land Use Map (Figure 1-1) (Dublin General Plan Land Use Map), Primary Planning Area (Section 2.2), Table 2.1 (Land Use Development Potential: Primary Planning Area), Eastern Extended Planning Area (Section 2.3), Table 2.2 (Land Use Development Potential: Eastern Extended Planning Area), and Table 2.3 (Land Use Development Potential: Western Extended Planning Area), as further described in Attachment 1.

Figure 1: General Plan Land Use Map



Seismic Safety and Safety Element

Government Code Section 65302(g) requires Safety Elements to address the protection of the community from any unreasonable risks associated with the effects of seismically induced surface rupture, ground shaking, ground failure, tsunami, seiche, and dam failure; slope instability leading to mudslides and landslides; subsidence, liquefaction and other seismic hazards or geologic hazards; flooding; and wildfires and urban fires. The statute requires that seismic and geologic hazard areas be mapped. It also requires the element to address evacuation routes, military installations, peak load water supply, minimum road widths and clearances around structures for geologic and fire hazards identified in the element. Senate Bill (SB) 1035 requires local governments to revise their Safety Element to identify flood hazards and address the risk of fire hazards in certain lands upon each revision to the Housing Element. Additionally, Assembly Bill (AB) 2140 allows California cities and counties to adopt local hazard mitigation plans into their Safety Element, making them eligible to be considered for part or all their local-share costs on eligible Public Assistance funding provided by the State through the California Disaster Assistance Act.

Amendments to the Seismic Safety and Safety Element are proposed to satisfy the requirements of SB 1035 and AB 2140. These amendments include adding background language about geologic and seismic hazards, liquefaction and landslide hazards, wildfires, flooding and dam failure, and hazardous materials in Dublin; referencing the Emergency Operations Plan; adopting the Tri-Valley Local Hazard Mitigation Plan into the Safety Element by reference; identifying wildfires over 10 acres near the City; referencing evacuation plans; and updating all maps and figures based on currently-available data. Please refer to Attachment 3.

Environmental Justice Policies

SB 1000 requires local governments to identify disadvantaged communities and incorporate

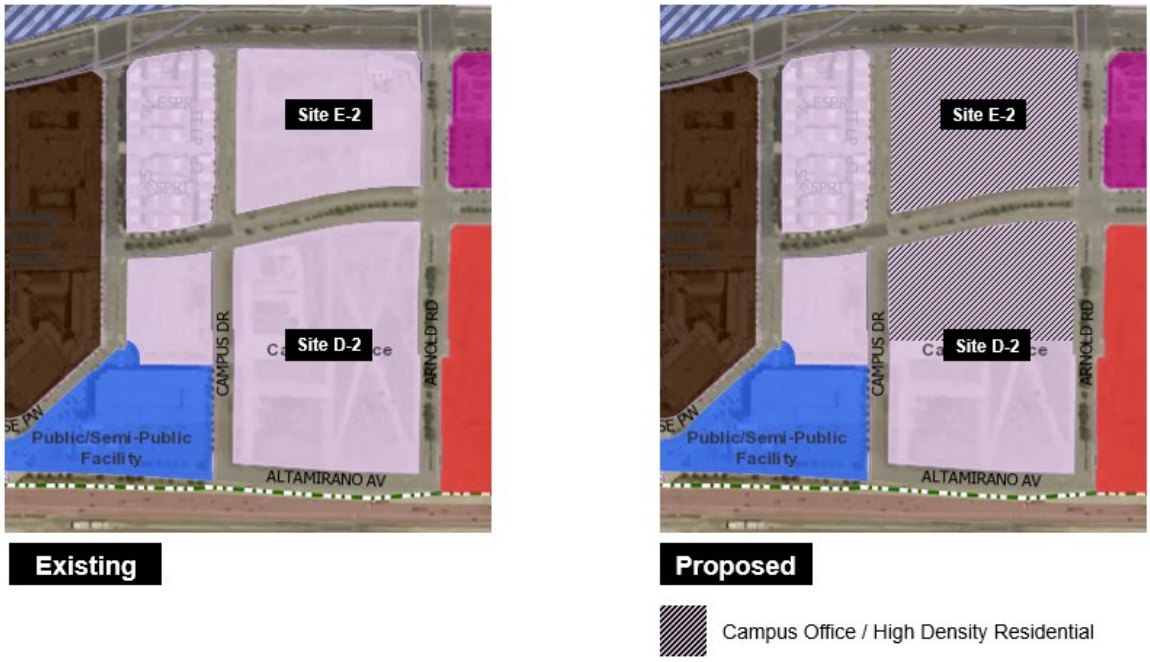
environmental justice into their general plans. The City prepared an Environmental Justice Memo (Attachment 7), which concludes that Dublin does not have any communities meeting the definition of a disadvantaged community under SB 1000 and, therefore, the inclusion of an Environmental Justice Element or environmental justice policies in other required General Plan Elements is not required.

Specific Plan Amendments

Eastern Dublin Specific Plan

Similar to the General Plan amendments described above, the EDSP is proposed to be amended to address the change in land use on the northern portion of Site D-2 and all of E-2. The EDSP land use designation for these two sites would be changed from Campus Office to Campus Office/High Density Residential as shown in Figure 2 below. Additionally, the City proposes to update the assumed residential household size, based on Dublin's average household size of 2.99 persons per unit as reported in the 2020 US Census data. Corresponding amendments are proposed to the Land Use Map (Figure 4-1), Table 4.1 (Eastern Dublin Specific Plan Land Use Summary), Table 4.2 (Eastern Dublin Specific Plan Population and Employment Summary), Table 4.3 (Projected Jobs/Housing Balance, and land use description (Section 4.8), as described in Attachment 1.

Figure 2: Eastern Dublin Specific Plan Land Use Map



Downtown Dublin Specific Plan

State law requires that any non-vacant site identified in a prior Housing Element must be zoned at a minimum of 30 units per acre and allow residential use by right for housing developments in which at least 20 percent of the units are affordable to lower-income households if they are to be considered an adequate site to accommodate the very low- and low-income categories of the RHNA.

Three non-vacant sites, located in Downtown Dublin that were identified in the 2014 – 2022 Housing Element, are shown to be suitable for lower-income housing in the Housing Element Sites Inventory. Therefore, the City is required by statute to permit at least 30 units per acre, which it does, on these sites and to allow residential use by right for housing developments when at least 20 percent of the proposed units are affordable to lower-income households. Residential development within the Downtown Dublin Specific Plan is governed by a Development Pool. To reserve residential units from the Development Pool, a developer must enter into the Community Benefit Program Agreement. The three sites in Downtown Dublin that have been identified in the Sites Inventory would provide 416 units affordable to lower-income households. To comply with State law to facilitate the development of these 416 units, the Downtown Dublin Specific Plan is proposed to be amended to exempt these units from the Development Pool and the Community Benefit Program Agreement requirement. Please refer to Attachment 4.

Rezoning

The Housing Element must include an inventory of specific sites or parcels that are suitable for residential development and available for use in the planning period to accommodate the City's RHNA. After taking into account projects in the pipeline; future development of ADUs; and capacity on existing, residentially-zoned sites; the City has a remaining need of 755 lower-income units. The proposed project includes rezoning the northern portion of Site D-2 and all of Site E-2 at the Dublin Transit Center, and two parcels at the Hacienda Crossings shopping center to accommodate that remaining need, as previously directed by the City Council and further described below.

Additionally, the SCS Dublin project, which is currently under consideration by the City Council, proposes 100 lower-income units on a 2.5-acre Public/Semi Public site that would satisfy a portion of the RHNA.

Transit Center Sites D-2 and E-2

On December 3, 2002, the City Council adopted Ordinance No. 21-02 approving a Planned Development (PD) Rezone with a Stage 1 Development Plan for the Dublin Transit Center, which specified that Sites D-2 and E-2 be developed with a Campus Office use. The Transit Center PD Zoning Stage 1 Development Plan is proposed to be amended to change the allowed land uses on the northern 6.42 acres of Site D-2 and all of Site E-2 from Campus Office to Campus Office/High Density Residential, add 715 residential units to accommodate the RHNA on these sites, amend annotations on the Conceptual Illustrative Site Plan and the Streetscape, Open Space, and Landscape figures to state "Office and/or Multi-Family Dwellings" rather than "Office," amend the Phasing Plan legend to state Campus Office/High Density Residential for Sites D-2 and E-2, approve a Stage 2 Development Plan, and specify that development must comply with the Citywide Multi-Family Objective Design Standards. Please refer to Attachment 5.

Hacienda Crossings

On January 17, 1995, the City Council adopted Resolution No. 95-02 approving a PD Rezone, establishing regulations for the use, improvement, and maintenance for a retail commercial shopping center. The PD Zoning is proposed to be amended to add "Multi-Family Residential" as a permitted land use to accommodate the RHNA. The amendment would also establish additional objective design standards, such as parking requirements, minimum sidewalk width, minimum density, common useable outdoor space requirements, and height limits. The Development Plan also includes guidance about building placement, upper-story windows and balconies, ground floor transparency, architectural detailing, and a preference for ground floor retail/commercial uses with residential units above, to transition the shopping center to a more pedestrian-oriented mixed-use development. Please refer to Attachment 6.

ENVIRONMENTAL DETERMINATION:

Pursuant to the requirements of the California Environmental Quality Act (CEQA), the City prepared an Initial Study/Negative Declaration (IS/ND) (Attachment 9) for the proposed project. The IS/ND was available for public review between October 4, 2022, and November 2, 2022. No public comments on the IS/ND were received.

PLANNING COMMISSION REVIEW:

On October 25, 2022, the Planning Commission considered the proposed 2023 – 2031 Housing Element and related amendments to implement the Housing Element and unanimously adopted Resolution No. 22-14 recommending City Council approval (Attachment 10).

STRATEGIC PLAN INITIATIVE:

Strategy 2: Housing Affordability
Objective A: Develop a Certified Housing Element that balances the location of housing options for all income types.

NOTICING REQUIREMENTS/PUBLIC OUTREACH:

The City implemented an outreach and engagement program to inform the community and seek input regarding the Housing Element Update. Between December 20, 2021, and February 28, 2022, the City conducted an online survey to receive community feedback. Staff also hosted two Housing Element Workshops on January 19 and February 17, 2022. The workshops provided an overview of the Housing Element, RHNA, Preliminary Sites Inventory, and required policy and program topics, and provided an opportunity for the community to provide feedback. The community was notified of these engagement opportunities through the City's social media, website, push notifications, and email. Additionally, Staff held one-on-one meetings with the property owners of the "Additional Sites" identified to satisfy the "remaining need" for sites to accommodate the RHNA. The City also has a Housing Element Update webpage on the City's website that serves as a landing place for information. The Planning Commission held a study session on March 8, 2022, reviewed the Draft 2023 – 2031 Housing Element on April 26, 2022, and reviewed the revised Draft 2023 – 2031 Housing Element on October 25, 2022. The City Council also held meetings to receive updates regarding the Housing Element Update on February 18, 2020, October 6, 2020, June 15, 2021, November 2, 2021, March 15, 2022, and May 17, 2022. The feedback and information received through these outreach efforts was used to help create the proposed policies and programs to address the housing needs.

In accordance with State law, a public notice was published in the *East Bay Times* and posted at several locations throughout the City. Notification was also provided to those that had previously signed up on the interested parties list. Additionally, the City Council Agenda and the Staff Report was made available on the City's website.

The public comments received prior to publishing this report are included as Attachment 11. A summary and response to all public comments is included in Table F-1 (Summary of Public Comments) in the 2023 – 2031 Housing Element.

ATTACHMENTS:

1) Resolution Adopting an Initial Study/Negative Declaration; Approving the 2023 – 2031 Housing Element, Associated Amendments to the General Plan, Including the Land Use Element and Land Use Map, and Seismic Safety and Safety Element, and Associated

Amendments to the Eastern Dublin Specific Plan; and Authorizing Staff to submit the Housing Element to the California Department of Housing and Community Development for Certification

2) Exhibit 1 to the Resolution – 2023 – 2031 Housing Element
3) Exhibit 2 to the Resolution – Seismic Safety and Safety Element Amendments
4) Resolution Amending the Downtown Dublin Specific Plan to Specify Residential Units on Three Housing Element Sites are Allowed by Right and Not Subject to the Development Pool or Community Benefit Program
5) Ordinance Approving a Planned Development Rezone with an Amended Stage 1 Development Plan and Approving a Stage 2 Development Plan for Sites D-2 and E-2 of the Dublin Transit Center
6) Ordinance Approving a Planned Development Rezone with an Amended Stage 1 Development Plan and Approving a Stage 2 Development Plan for the Hacienda Crossings Shopping Center
7) Environmental Justice Memo
8) HCD's Comments
9) Initial Study/Negative Declaration
10) Planning Commission Resolution No. 22-14 (without exhibits)
11) Public Comments

Agenda Item 4.10

STAFF REPORT
CITY COUNCIL

DATE: December 6, 2022

TO: Honorable Mayor and City Councilmembers

FROM: Linda Smith, City Manager

SUBJECT: Agreement with Workforce Integrity and Training Solutions for Community Workforce Agreement Administration and Implementation Services
Prepared by: Jordan Foss, Management Analyst II

EXECUTIVE SUMMARY:

The City Council will consider approving an agreement with Workforce Integrity and Training Solutions, LLC for Community Workforce Agreement administration and implementation on-call services.

STAFF RECOMMENDATION:

Adopt the Resolution Approving an Agreement for On-Call Community Workforce Agreement Administration and Implementation Services with Workforce Integrity and Training Solutions, LLC.

FINANCIAL IMPACT:

The cost of these services will be charged to the Public Works Department in accordance with the adopted annual budget and associated capital improvement project.

DESCRIPTION:

On January 11, 2022, the City Council adopted Resolution No. 05-22, which approved the Community Workforce Agreement (CWA) between the City of Dublin and the Building and Construction Trades Council of Alameda County and its affiliated unions. The purpose of the CWA includes promoting the efficiency of construction operations for the City through the use of skilled labor, providing for the peaceful settlement of labor disputes and grievances without strikes or lockouts, and increasing training and employment opportunities in the construction trades through local hire, apprenticeship and pre-apprenticeship, and community partnership programs for residents of the region.

The Public Works Department utilizes consultants on Capital Improvement Program (CIP) projects, private development projects, transportation engineering services, and on-call services. In order to administer and coordinate services for the CWA, Staff solicited consultants through an open and competitive request for qualifications (RFQ) process. The RFQ process is used to identify consulting firms with the necessary background and experience to provide services and to ensure that the cost for services is competitive. The CWA Administrator/Coordinator Services RFQ specified that selection would be based on quality and completeness of submissions, as well as a firm's experience with engagements of similar scope and complexity. The RFQ was sent to firms that had expressed interest in receiving RFQs and was also posted on the City's website.

Four proposals were received from the following in response to the RFQ: Lowe Consulting Group, The Solis Group, The Labor Compliance Managers (TLCM), and Workforce Integrity and Training Solutions (WITS). In reviewing all qualifications, Staff recommends one firm to provide on-call services from December 6, 2022 through December 31, 2025. The recommended firm and not-to-exceed compensation amount over the three year term is as follows:

On-Call Community Workforce Agreement Administration and Implementation Services	
Consultant	Proposed Compensation Limit
Workforce Integrity and Training Solutions	$750,000

STRATEGIC PLAN INITIATIVE:

None.

NOTICING REQUIREMENTS/PUBLIC OUTREACH:

The City Council Agenda was posted.

ATTACHMENTS:

1) Resolution Approving an Agreement for On-call Community Workforce Agreement Administration and Implementation Services with Workforce Integrity and Training Solutions, LLC
2) Exhibit A to the Resolution – Consulting Services Agreement with Workforce Integrity and Training Solutions for Community Workforce Agreement Administration and Implementation Services
3) Requests for Qualifications for Community Workforce Agreement Administrator/Coordinator Services
4) Statement of Qualifications for Community Workforce Agreement Administrator/Coordinator Services

RESOLUTION NO. XX – 22

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUBLIN

APPROVING AN AGREEMENT FOR ON-CALL COMMUNITY WORKFORCE AGREEMENT ADMINISTRATION AND IMPLEMENTATION SERVICES WITH WORKFORCE INTEGRITY AND TRAINING SOLUTIONS, LLC

WHEREAS, on January 11, 2022, the City Council of the City of Dublin adopted Resolution No. 05-22 authorizing the Community Workforce Agreement between the City of Dublin and building and construction trades council of Alameda County and its affiliated unions; and

WHEREAS, on October 13, 2021, Staff issued a Request for Qualifications (RFQ) for Community Workforce Agreement Administrator/Coordinator services; and

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

WHEREAS, Staff reviewed and evaluated the statements of qualifications in accordance with the RFQ rating criteria; and

WHEREAS, the City desires to enter into an agreement with Workforce Integrity and Training Solutions, LLC (WITS) for on-call community workforce agreement administration and implementation services for a not-to-exceed amount of $750,000 over a term beginning December 6, 2022 and ending December 31, 2025.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Dublin does hereby authorize the City Manager to execute the agreement with Workforce Integrity and Training Solutions, LLC (WITS) (attached hereto as **Exhibit A**) for a contract amount not to exceed $750,000 for the contractual period.

BE IT FURTHER RESOLVED that the City Manager is authorized to execute amendments to the agreement to extend the terms for a maximum of two years beyond the initial term.

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

{Signatures on the Follow Page}

PASSED, APPROVED AND ADOPTED this 6th day of December 2022, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

_____
Mayor

ATTEST:

_____
City Clerk

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CONSULTING SERVICES AGREEMENT BETWEEN
THE CITY OF DUBLIN AND
WORKFORCE INTEGRITY AND TRAINING SOLUTIONS
FOR
COMMUNITY WORKFORCE AGREEMENT ADMINISTRATION AND IMPLEMENTATION SERVICES

THIS AGREEMENT for consulting services is made by and between the City of Dublin ("City") and Workforce Integrity and Training Solutions ("Consultant") (together sometimes referred to as the "Parties") as of December 6, 2022 (the "Effective Date").

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

1.1 Term of Services. The term of this Agreement shall begin on the Effective Date and shall end on December 31, 2025, the date of completion specified in Exhibit A, and Consultant shall complete the work described in Exhibit A on or before that date, unless the term of the Agreement is otherwise terminated or extended, as provided for in Section 8. The time provided to Consultant to complete the services required by this Agreement shall not affect the City's right to terminate the Agreement, as referenced in Section 8. Notwithstanding the foregoing this Agreement may be extended on a month to month basis for up to 6 months upon the written consent of the Consultant and the City Manager, provided that: a) sufficient funds have been appropriated for such purchase, b) the price charged by the Consultant for the provision of the serves described in Exhibit A does not increase. None of the foregoing shall affect the City's right to terminate the Agreement as provided for in Section 8.

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

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

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

1.5 RESERVED.

1.6 RESERVED.

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Section 2. COMPENSATION. City hereby agrees to pay Consultant a sum not to exceed $750,000.00 notwithstanding any contrary indications that may be contained in Consultant's proposal, for services to be performed and reimbursable costs incurred under this Agreement. In the event of a conflict between this Agreement and Consultant's proposal, attached as Exhibit A, regarding the amount of compensation, the Agreement shall prevail. City shall pay Consultant for services rendered pursuant to this Agreement at the time and in the manner set forth herein. The payments specified below shall be the only payments from City to Consultant for services rendered pursuant to this Agreement. Consultant shall submit all invoices to City in the manner specified herein. Except as specifically authorized by City in writing, Consultant shall not bill City for duplicate services performed by more than one person.

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

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

- Serial identifications of progress bills; i.e., Progress Bill No. 1 for the first invoice, etc.;
- The beginning and ending dates of the billing period;
- A Task Summary containing the original contract amount, the amount of prior billings, the total due this period, the balance available under the Agreement, and the percentage of completion;
- A copy of the applicable time entries or time sheets shall be submitted showing the following:
    - Daily logs of total hours worked by each individual performing work under this Agreement
    - Hours must be logged in increments of tenths of an hour or quarter hour
    - If this Agreement covers multiple projects, all hours must also be logged by project assignment
    - A brief description of the work, and each reimbursable expense
- The total number of hours of work performed under the Agreement by Consultant and each employee, agent, and subcontractor of Consultant performing services hereunder;
- The Consultant's signature;

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

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

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

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

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

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

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

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

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

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

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

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

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

4.1 Workers' Compensation.

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

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

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

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

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

4.2 Commercial General and Automobile Liability Insurance.

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

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

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

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

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

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

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

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

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

b. Additional Insured Endorsement as required by the section;

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

d. Primary Insurance Endorsement as required by the section.

4.3 Professional Liability Insurance.

4.3.1 General Requirements. Consultant, at its own cost and expense, shall maintain for the period covered by this Agreement professional liability insurance for licensed professionals performing work pursuant to this Agreement in an amount not less than $2,000,000 covering the licensed professionals' errors and omissions. Any deductible or self-insured retention shall not exceed $150,000 per claim.

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

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

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

c. If coverage is canceled or not renewed and it is not replaced with another claims-made policy form with a retroactive date that precedes the date of

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this Agreement, Consultant shall purchase an extended period coverage for a minimum of 3 years after completion of work under this Agreement.

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

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

4.4 All Policies Requirements.

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

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

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

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

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

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

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

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

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

Section 6. STATUS OF CONSULTANT.

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

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

Section 7. LEGAL REQUIREMENTS.

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

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

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

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

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

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

Section 8. TERMINATION AND MODIFICATION.

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

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

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

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

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

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

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

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

8.6.1 Immediately terminate the Agreement;

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

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

8.6.4 Charge Consultant the difference between the cost to complete the work described in Exhibit A that is unfinished at the time of breach and the amount that

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City would have paid Consultant pursuant to Section 2 if Consultant had completed the work.

Section 9. KEEPING AND STATUS OF RECORDS.

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

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

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

Section 10. MISCELLANEOUS PROVISIONS.

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

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

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

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

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

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

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

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

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

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

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

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

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

Workforce Integrity and Training Solutions
Att: Prentiss A. Jackson, Jr., Principle-in-Charge
6315 Roanoke Road
Oakland, CA 94618

Any written notice to City shall be sent to:

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

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

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

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

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

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SIGNATURES ON FOLLOWING PAGE

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

CITY OF DUBLIN

Linda Smith, City Manager

Attest:

Marsha Moore, City Clerk

Approved as to Form:

City Attorney

WORKFORCE INTEGRITY TRAINING SOLUTIONS

DocuSigned by:
Prentiss Jackson
ECD9EC0E97BB41A...

Prentiss A. Jackson, Jr., Principle-in-Charge

N/A

Consultant's DIR Registration Number (if applicable)

3070368.1

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EXHIBIT A

SCOPE OF SERVICES

At the direction of the Project Manager or his/her designee, Community Workforce Agreement (CWA) Administration and Implementation Services may include any or all of the following services:

- CWA Administration (with Detailed Local Hire Coordination and Labor Compliance)
- Pre-Job Conference Coordination Facilitation and Minutes
- JAC Meeting Coordination and Facilitation
- Grievance and Jurisdiction Management and Support
- Report Development and Analysis
- Dedicated Local Hire Services
- Labor Compliance Services with Site Visits
- Assist City Staff with Bid Preparation and Modernization
- Procurement of Construction Management Firm for Future Projects
- Small Business Utilization
- Enhanced Workforce Outreach and Training
- Any other CWA assistance as requested

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EXHIBIT B

COMPENSATION SCHEDULE & REIMBURSABLE EXPENSES

Hourly Billing Rates for Services

WITS TEAM MEMBER ROLE	1/1/2022 – 12/31/2022	1/1/2023 – 12/31/2023	1/1/2024 – 06/31/2024
	HOURLY RATE		
Project Manager	$206.00	$212.00	$218.00
Labor Compliance Director	$72.10	$74.20	$76.30
Data Scientist	$51.50	$53.05	$54.64
Labor Compliance Analyst	$30.90	$31.80	$32.70
Admin	$20.60	$21.20	$21.80
Local Hire Director	$195.70	$201.57	$207.62
Local Hire Analyst	$154.50	$159.14	$163.91
Local Hire Assistant	$103.00	$106.09	$109.27

**Reimbursable expenditures shall be itemized and provided as part of submitted invoices. Any mileage requested as part of the reimbursable expenditures shall be calculated from the Oakland Offices of Workforce Integrity and Training Solutions.*

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EXHIBIT C

INDEMNIFICATION

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

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

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

REQUEST FOR QUALIFICATIONS

COMMUNITY WORKFORCE AGREEMENT ADMINISTRATOR/COORDINATOR SERVICES

City of Dublin, CA

Proposals must be received by: Monday, November 15, 2021, at 4:00pm

Staff Contact:
John Stefanski
Assistant to the City Manager
100 Civic Plaza
City of Dublin, CA 94568
John.Stefanski@dublin.ca.gov

Posted Date: October 13, 2021

Overview

The City of Dubin is currently in the final stages of negotiating a Community Workforce Agreement (CWA) with the Building Trades Council of Alameda County. In anticipation of this, the City is seeking a consultant to provide administration and coordination services for this agreement.

The purpose of the CWA is to promote the efficiency of construction operations for the City of Dublin through the use of skilled labor resulting in quality construction outcomes, to provide for the peaceful settlement of labor disputes and grievances without strikes or lockouts, thereby promoting the public interest in assuring the timely and economical completion of City capital improvement, and to increase training and employment opportunities in the construction trades through local hire, apprenticeship and pre-apprenticeship, and community partnership programs for residents of the Local Area as defined by the CWA. The CWA will apply to all City projects, subject to the Public Contract Code, where the engineer's estimate of the total cost of the project, or the cumulative bid amount(s) submitted by the contractor(s) awarded Construction Contracts for the Project, meets, or exceeds one million dollars ($1,000,000). This agreement is substantially similar to those community workforce agreements entered into by other Alameda County municipalities and the Building Trades Council of Alameda County.

The City desires to hire a consultant to administer and coordinate the various components of the CWA over the life of the agreement.

Desired Scope of Services:

Under guidance and direction from the Public Works Director, or designee, the CWA Administrator/Coordinator will monitor compliance with the various components of the CWA, including but not limited to the following:

1. General CWA Administration and Coordination
    a. Work with City Public Works Staff to develop a structure to administer CWA.
    b. Establish processes for data collection, reporting, and records retention.
    c. Serve as the single point of contact for the implementation and administration of the CWA.
    d. Assist Contractors and Subcontractors regarding requirements under the CWA.
    e. Provide Activity Reports to designated Public Works Staff.
    f. Prepare, deliver, and present an annual report to the City Council on the status/efficacy of the CWA.
    g. Review, edit and update as needed City boilerplate specifications and construction documents for implementing compliance with CWA.
2. Labor Relations Management
    a. Monitor compliance with the provisions of the CWA
    b. Manage the arbitration process, if necessary.
3. Pre-Job Conference Coordination
    a. Convene and conduct pre-job conferences with the Unions and representatives of all involved contractors/employers.
4. Enforcement, Compliance, and Reporting
    a. Review contractors/subcontractors bid submittal for compliance with the CWA, as indicated in the project specifications and bid documents.

b. Request from the contractor(s) and review certified payroll and reports on local hire and apprenticeship metrics.
c. Collect Agreements to be Bound from all Contractors/Subcontractors.
d. Work with unions and Contractors in the administration of the local hire goals, including establishing record keeping and reporting standards.
e. Collect Certified Weekly Payrolls and monthly workforce utilization reports

5. Community Workforce Partnerships
    a. Assist the City Manager's Office in the identification and development of an initiative to connect residents of the Tri-Valley Region with careers in the building and construction trades.
6. Joint Administrative Committee
    a. Serve as one of the City's representatives to the Joint Administrative Committee.
7. Other Related Duties
    a. Coordinate CWA Project Meetings, which may include:
        i. Bi-Monthly/As Needed: Trades Coordination to review Local Hire progress, compliance issues, and pre-apprenticeship coordination.
        ii. Quarterly/As Needed: Joint Administrative Committee: Reviews compliance for all projects.
    b. Work with the City and contractors, as necessary, regarding compliance with the terms of the CWA.
    c. Maintain all files and electronic databases related to the CWA.
    d. Regularly visit City construction sites to monitor compliance of the CWA by both contractors and unions.
    e. Maintain and account for all hours devoted to the administration of the CWA, including providing quarterly reports to the Public Works Director, or designee.

NOTE: Scope of proposer's services may encompass additional services outside the aforementioned items that similar organizations undergoing this process have involved. Please include these as separate tasks.

RFQ Submittal Requirements

Please prepare and organize your response to this RFQ based on the requirements provided below. Any other information you would like to include should be placed in a separate section at the end of your response.

The City will not pay for any costs incurred in preparation and submission of the responses or in anticipation of a contract.

Please provide an electronic (.PDF) copy of your Proposal to John.Stefanski@dublin.ca.gov **no later than Monday, November 15, 2021, by 4:00 p.m.** Physical submittals will not be accepted. Any responses submitted after the stated deadline will not be accepted for consideration.

Submission Format

To ensure fair and accurate consideration of all submissions, responses *must* contain the following information:

1. Executive Summary
    a. Provide a brief overview of your firm and your firm's experience providing the services detailed in the previous section of this RFQ. This executive summary must include the contact information of the individual authorized to represent your firm and any third parties who will work with you on the delivery of these services. If you are using a third party, please list the roles each party will play in the overall delivery of the services. Please limit your Executive Summary to no more than two (2) pages.

2. References

a. Provide the names, contact information, and brief project summary for three (3) similar governmental agencies for which the firm has executed similar projects within the last five years.

3. Project Team Description
    a. Provide names and contact information of the Project Team including the Principal-in-Charge and Project Manager/primary point of contact. Include brief resumes for all team members, as well as their tenure with the firm. Indicate the organizational structure of the team and outline key roles and lines of authority. Identify all sub-consultants and their role in the project, including all the aforementioned information.

4. Relevant Experience
    a. State the qualifications and experience of the firm/individuals. Please emphasize specific qualifications and experience with engagement of similar scope and complexity.

5. Cost
    a. Present a proposed compensation rate schedule for services.

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

Review and Selection Process

The City reserves the right to make the selection based on its sole discretion. A subcommittee selected by City Staff will evaluate responses to this RFQ. The subcommittee will use a forced ranking process. Informal interviews may be conducted by City Staff and may include more than one firm that has submitted a response.

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

Selection of Consultant

Submitted responses will be evaluated and scored using the following criteria:

- Qualifications and specific experience of key project team members.
- Experience with engagement of similar scope and complexity.
- Satisfaction of previous clients.
- Cost of providing the consultant services for this project.

Schedule for RFQ Process

Date*	Task
October 13, 2021	Public Posting of RFQ
October 22, 2021	Deadline to submit questions to City of Dublin
October 29, 2021	Answers to Questions and Addendum posted, if required
November 15, 2021	Proposals due no later than 4:00pm
December 1-2, 2021	Interview firms (optional)

*Tentative dates, subject to change

Standard Consulting Agreement:

It is anticipated that the services covered by the Agreement resulting from this solicitation will be performed on a time and materials fee basis for a specified scope of work.

A sample of the City's Standard Consulting Agreement (Agreement), including insurance requirements, is provided as **Attachment A**.

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

Consideration for exceptions will not be considered if not included in the submitted proposal.

Conflict of Interest

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

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

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

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

Equal Employment Opportunity

Proposer shall not, on the grounds of race, color, sex, age, religion, national origin, ancestry, physical handicap, medical condition, or marital status either discriminate or permit discrimination against any employee or applicant for employment in any manner prohibited by Federal, State, or local laws. In the event of Proposer non-compliance, the City of Dublin may cancel, terminate, or suspend the Contract in whole or in part. Proposers may also be declared ineligible for further contracts with the City of Dublin.

Proposer shall take affirmative action to ensure that applicants are employed, and that employees are treated during their employment, without regard to their race, religion, color, sex, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Proposer and its sub-consultants shall post in conspicuous places, available to all employees and applicants for employment, a notice setting forth the following

provisions [29 U.S.C. § 623, 42 U.S.C. § 2000, 42 U.S.C. § 6102, 42 U.S.C. § 12112, 42 U.S.C. § 12132, 49 U.S.C. § 5332, 29 CFR Part 1630, 41 CFR Parts 60 et seq.].

Governing Law

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

Attachments

Attachment A Standard Consulting Services Agreement

Attachment A

CONSULTING SERVICES AGREEMENT
BETWEEN THE CITY OF DUBLIN AND
[NAME OF PROFESSIONAL CONSULTANT]

{Removed for the purposes of the December 6, 2022 City Council Meeting packet}

Attachment 4

PROPOSAL to

CITY OF Dublin

Workforce Integrity & Training Solutions
November 15, 2021

November 15, 2021

John Stefanski
City of Dublin
Assistant to the City Manager
100 Civic Plaza
Dublin, CA 94568
John.Stefanski@dublin.ca.gov

Dear Mr. Stefanski,

Workforce Integrity and Training Solutions, LLC (WITS), is excited to submit our proposal to the City of Dublin (City) for Community Workforce Agreement Administration. We believe you will see in our proposal that we are a highly experienced Community Workforce Agreement (CWA) Compliance and Coordination team. WITS is a consultant to multiple public agencies, including the City of Hayward, County of Alameda, and the Santa Cruz Water Department.

When I founded WITS I set out to build a consultancy that provides best in world labor relations services, and we are well on our way. For starters, we are one of the few consultancies that count as their CWA advising/administration clients: Labor, Management, and Project Owners.

As the Employee Relations Director for the City of San Francisco, I will not be able to provide direct consultation services to the City; however, I honestly believe we are proposing a team of All-Stars in the world of PLAs/CWAs. This begins with our outstanding Principal-in-Charge, Stephanie Brown. Ms. Brown brings expertise in Labor Relations, Workforce Development and Human Resources to a team the includes data scientists, small business supportive services expertise, and unparalleled labor compliance experience. In addition to the years of experience, we can also provide the City of Dublin with the newest technology, including mobile-friendly web-based tools, real-time reporting, and algorithm-driven data analytics.

This background puts us in a unique position to provide the City with the highest labor relations and workforce development service levels.

We believe that we provide the best overall value because our team is extremely knowledgeable and experienced; we can accomplish more in fewer hours.

We know from our years of experience that the key to the success of CWAs is communication. We have partnered with Google for video conferencing, schedule coordination, and cloud-based access to CWA related documents and reports.

We also understand we need to have conversations with people, and we have a bi-lingual team who can engage with workers from different parts of the world.

SOME HIGHLIGHTS OF OUR EXPERIENCE:

- Deep experience providing labor relations, labor compliance, workforce development, and small business supportive services on all types of infrastructure projects;
- Expertise in managing and implementing several multi-billion-dollar CWAs, including developing Labor Relations standard operating procedures and creating and running teams to ensure their successful implementation;
- Expertise facilitating Labor-Management Committees and providing governance support and direction;

A highly regarded team with experience coordinating and facilitating pre-job meetings throughout Northern California; WITS can establish and implement for the City of Dublin a complete industrial relations strategy and program. This program and strategy can include CWA administration, labor relations, labor compliance, workforce development, as well as small business impact analysis, and supportive services as needed. The solutions we offer directly connect to the CWA itself, including providing the City with the best practices for implementing a project labor agreement, getting Dublin residents construction employment, and prevailing wage compliance monitoring on your projects.

WITS CWA COORDINATION SERVICES PROPOSED

Workforce Integrity and Training Solutions

- Day to day CWA Coordination and implementation
- Pre-Job Conferences
- Joint Committee Meeting Facilitation
- Coordinate and Communicate for the team with City of Dublin Project Management and Engineering Staff
- Labor Compliance Services — Data Analytics and Reporting

If you would like to reach us, please contact:

STEPHANIE BROWN, PRINCIPAL IN CHARGE

Workforce Integrity and Training Solutions
2201 Shoreline Drive #1115
Alameda, CA 94501
(415) 425-3824 | stephanie@witsca.com

Sincerely,

Ardis Graham

ARDIS GRAHAM, PRINCIPAL/OWNER

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Section 4 Relevant Experience 14

Section 5 Fee Schedule 21

Attachments .....Enclosed

SECTION 1

EXECUTIVE SUMMARY
of CWA Administration

EXECUTIVE SUMMARY OF CWA ADMINISTRATION

Workforce Integrity and Training Solutions, LLC, (WITS) (DUNS: 081979330) has over 20 years combined experience administering Project Labor Agreements and Community Workforce Agreements with Local Hire goals. Our team brings the experience of key staff who have worked within local agencies such as the Bay Area Rapid Transit District and The City and County of San Francisco's Offices of Labor Standards Enforcement and Workforce and Economic Development, administering Agreements with over 7 billion dollars in public works construction value. This team of labor relations, labor compliance, local hire, and pre- apprenticeship consultants will provide the City of Dublin with best-in-the-nation level policy and procedure recommendations and CWA implementation.

Members of our team have labor relations expertise beginning in the mid-1970s and pre-apprenticeship program experience that began nearly twenty years ago

This team has experience working together, and the management team has worked successfully under the direction of WITS Principal, Stephanie Brown. The field team's expertise in the construction industry and outreach is unparalleled in prevailing wage compliance.

As stated above, when we founded WITS, we set out to be the best in the world at providing labor relations services, and we believe we are well on our way. For starters, we are one of the few consultancies that count as their CWA advising/administration clients: Labor, Management, and Project Owners. We will refer to these relationships throughout the proposal. In sum, we believe our consulting relationship with the three parties of CWAs - none in conflict with each other - positions WITS to provide the City of Dublin with the absolute best possible CWA coordination.

We understand that this is the City's first Community Workforce Agreement and WITS will leverage our excellent relationship with the Alameda County Building Trades to achieve the goals of the CWA.



We believe there are several fundamental aspects of effective CWA implementation

- Facilitate Labor-Management Relations
- Facilitate Pre-Job Conferences
- Implement and ensure the success of the workforce programs (local hire)
- Facilitate compliance with the jurisdiction dispute resolution procedure
- Facilitate grievance procedures when applicable
- Our approach to CWA administration and Local Hire Program success is outlined further in our proposal.

Workforce Integrity and Training Solutions, has Experience Coordinating Multiple CWAs and PLAs. Our first client was the Contra Costa Building and Construction Trades Council (CCBCTC). WITS administered all of the PLA/CWAs for CCBCTC, our experience is broad and includes everything from oil refineries to school districts. We are currently the CWA Administrator for the City of Hayward.

In addition, here a list of other CWAs we have coordinated:

- Antioch Unified School District;
- John Swett Unified School District;
- Martinez Unified School District;
- Pittsburg Unified School District
- Contra Costa County Community College District.
- Marathon Oil Refinery
- Phillips Petroleum
- Chevron
- Contra Costa County Dept of Public Works
- City of Pittsburg
- City of Concord
- Diablo Energy Storage

SECTION 2

References

Workforce Integrity and Training Solutions Clients

CITY OF HAYWARD
Kathy Garcia, Deputy Director of Public Works
Kathy.Garcia@hayward-ca.gov | 510.583.4786

For the City of Hayward Community Workforce Agreement, WITS provides CWA oversight and administration, Labor Compliance, Local Hire data analysis, compliance and reporting, and Pre-Apprentice pipeline development.

CITY OF SANTA CRUZ
Sarah Easely-Perez, Principal Planner.
City of Santa Cruz Water Department
212 Locust Street, Suite C. Santa Cruz, CA 95060
seasleyperez@cityofsantacruz | 831-420-5327

For the City of Santa Cruz, WITS provides Davis Bacon Contract advisement and Labor Compliance services for two large-scale infrastructure projects, the Graham Hill Water Treatment Plant Tanks Replacement and the Newell Creek Dam Inlet/Outlet project, as well as related remediation projects at Loch Lomond Recreation Area and Canham Meadow.

Jeannie Simpelo, Chief Executive Officer or
Brooke Fishel, Labor Relations Director
Northern California Allied Trades
5677 Horton Street
Emeryville, CA 94608
(510) 428-9486

WITS advises on labor relations and collective bargaining agreement issues and jurisdictional disputes.

Detra Dillon, Procurement Administrator
Procurement Department
Alameda County General Services Agency
Detra.Dillon@acgov.org | (510) 208-9632

WITS advised the County of Alameda on their Project Labor Agreement negotiations in 2019.

Bill Whitney, Chief Executive Officer
Contra Costa Building and Construction Trades Council
2626 Alhambra Avenue, #5
Martinez, CA 94553
(925) 228-0900

WITS provided CWA and Pre-Job Coordination Support for over 30 active Labor Agreements ranging from Cities within Contra Costa County to Oil Refineries and School Districts.

SECTION 3

Project Team

SECTION 3

STEPHANIE R. BROWN

PRINCIPAL-IN-CHARGE,
Workforce Integrity and Training Solutions, LLC.



An expert in local and disadvantaged worker hiring program management, Stephanie Brown has a track record of success finding project pain points and identifying solutions. Ms. Brown creates and leads successful programs and projects that help workers and communities grow and reach their full potential. She is driven by producing high-quality programs that move communities and organizations forward with a laser focus on improvement and efficiency.

CORE SKILLS

- PLA/CWA Administration
- Project & Program Management
- Prevailing Wage Project Management
- Local Hire & First Source Program Education, Compliance & Monitoring
- Workforce Pipeline Development
- Event Planning & Execution
- Website Development & Design
- Marketing, Social Media, Public Messaging and Information

For nearly a decade, Ms. Brown has been at the forefront of workforce development. She currently advises project owners on local hire, engagement with area schools, and disadvantaged worker hiring programs.

APPRENTICESHIP EXPERIENCE

Ms. Brown has a deep background working with AFL/CIO-certified Multi-Craft Core Curriculum (MC3) pre-apprenticeship programs. She excels at connecting program graduates with apprenticeship programs and contractors on over 100 concurrent projects accounting for tens of billions in construction value. She also has experience identifying community-based organization MC3 partners, and has leveraged their resources to support project owners, contractors, and workers' goals.

ADVISING PROJECT OWNERS

Subsequently, Ms. Brown uses her direct placement experience to advise project owners on local hire best practices for developing labor agreements with unions. A successful workforce compliance professional, Ms. Brown has drafted policies and procedures for labor agreements, First Source, and minimum resident utilization regulations.

BUILDING TRADES PARTNERSHIPS

Ms. Brown worked with the Alameda, Santa Clara, Contra Costa, San Francisco, and San Mateo Building Trades Councils to ensure the successful implementation of local hire provisions of labor agreements.

LARGE SCALE PROJECT EXPERIENCE

Ms. Brown ensured labor and workforce policy compliance for BART's large-scale construction and maintenance projects, including the $3.5 billion Measure RR program as well as San Francisco's Transbay Terminal, Central Subway, Presidio Parkway, and Moscone Center Modernization projects. In managing a comprehensive compliance program Ms. Brown provided policy and compliance education and support for project Prime Contractors and Subcontractors while monitoring leading and lagging Key Performance Indicators to ensure full local hire and labor compliance for owners and management teams.

Ms. Brown utilizes metrics to develop compliance reports and presentations to internal and external stakeholders, including project owners, construction contractors, and Labor Unions.

Ms. Brown is an expert at developing compliance reports and presentations to internal and external partners including city officials, staff, construction firms, and Labor Unions. Ms. Brown developed and produced the San Francisco Local Hiring Policy for Construction Annual Report that the SF Mayor's Office submits to the San Francisco Board of Supervisors. She has also assisted the City of Hayward and the San Francisco Bay Area Rapid Transit District (BART) with developing local hire reports.

SECTION 3

STEPHANIE R. BROWN

PRINCIPAL-IN-CHARGE,
Workforce Integrity and Training Solutions, LLC.

CERTIFICATIONS & PROFESSIONAL DEVELOPMENT

- Certificate in Human Resources Administration
- Labor Compliance & Prevailing Wage Certification
- Certificate in Local Economic Development

LOCAL HIRE TRACKING AND REPORTING

Ms. Brown designed and launched a first-of-its-kind cloud-based CRM tool for tracking construction job leads across hundreds of projects. Her CRM tool matches available construction workers to identified employment opportunities and increased policy compliance through increased job matches and hiring. She also provided onboarding and training for 20 Compliance Officers and Job Developers on the CRM solution.

WORKFORCE & ECONOMIC DEVELOPMENT

Ms. Brown's Workforce Development program management experience includes competency-based enterprise Learning and Development, Onboarding, Employee Engagement, and Workforce Pipeline programs. She has led multiple teams through the change management process to launch innovative training, skill development, compliance, and technology tools.

Prior to entering the Workforce Development field Ms. Brown was a Senior Economic Development Analyst for the County of Alameda's Public-Private Partnership Economic Development Alliance. While in this role, she conducted research on indicators affecting the East Bay's unique economy, demographic trends, and produced economic forecasts that were utilized by local municipal and business leaders to drive data-backed economic and business development efforts.

PRENTISS JACKSON

SENIOR COMPLIANCE OFFICER
Workforce Integrity and Training Solutions



Prior to his work with WITS, Mr. Jackson has worked with:

- Mortenson|Clark Joint Venture
- San Francisco Office of Economic Development
- San Francisco Public Utilities Commission
- Richmond Unified School District

LOCAL HIRE & SMALL BUSINESS EXPERIENCE

Prentiss Jackson has advocated for educational and employment opportunities for the Bay Area's most vulnerable populations for over 20 years. Currently, Prentiss works with the National Association of Minority Contractors Northern California (NAMCNC) as the Small Business and Workforce Development Director. His role is to assist, advise and create opportunities for small business and workforce sectors within the construction industry. Via partnerships with numerous community-based organizations, labor unions, and government agencies, he works to close the gaps that exist for many Bay Area residents.

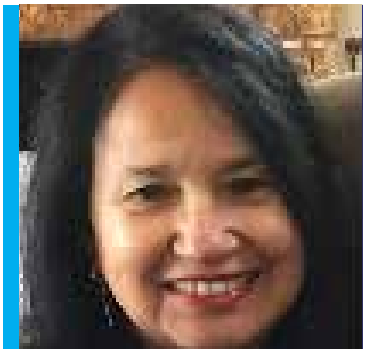
During his work on the Chase Center, Mr. Jackson worked with non-profit organizations to ensure that San Francisco residents worked on the project and that the project exceeded local hire requirements. Also Mr. Jackson led the implementation of retention support services for extremely disadvantaged residents. In addition, Mr. Jackson ensured the utilization of San Fancisco based small businesses on the project exceeding project goals. In addition, he ensured the utilization of San Francisco based small businesses on the project exceeding project goals. While beginning his community development career, he attended Peralta Colleges before graduating from San Francisco State University majoring in Urban Studies and Planning. He also has a certificate from the Clemson University Department of Construction Science and Management and is a Willie L. Brown, Jr. fellow. He has received service awards from A. Philip Randolph Institute, California State Assembly- David Chiu, California State Assembly- Phil Ting, California State Board of Equalization- Malia Cohen, California State Senate- Scott Wiener, Cornerstone Institute for Anointing - Wayne H. Perry, and San Francisco Office of the Mayor- Mayor London Breed.

SECTION 3

SHIRLEY TREVINO

LABOR COMPLIANCE EXPERT

Workforce Integrity and Training Solutions



Shirley Trevino is a bi-lingual Labor Compliance Expert with experience working as a Deputy Labor Commissioner for the California Department of Industrial Relations (DIR), OLSE, and as a consultant on multiple locally and federally funded projects throughout California. Ms. Trevino and Ms. Brown together will share the duties of training project and construction management staff on prevailing wage compliance methods.

LABOR COMPLIANCE EXPERIENCE

Shirley Trevino is a bi-lingual Labor Compliance Expert who has experience working as a Deputy Labor Commissioner for the California Department of Industrial Relations (DIR), Ms. Trevino wrote the Labor Compliance policies for the City and County of San Francisco Office of Labor Standards Enforcement and conducted training and policy on-boarding for all Compliance Officers.

LABOR RELATIONS EXPERIENCE

Shirley Trevino began working in labor relations in 1975, eventually becoming the Agricultural Labor Relations Board - Chief of Operations. Ms. Trevino started working in San Diego County in 1988, where she provided labor relations expertise for several San Diego County schools. Representing educators and staff to negotiate wages and benefits at Southwestern College, San Diego City College, Mesa College Mira Mar College, Poway, Encinitas, and Escondido School Districts. Additionally, she represented members in hearings, identified and developed member leaders, chapter officers, and stewards.

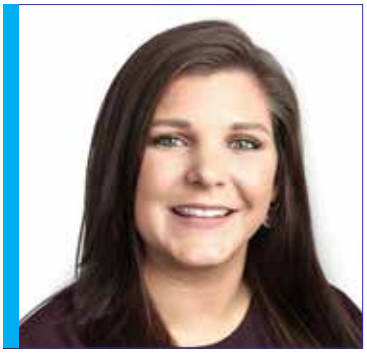
WORKFORCE DEVELOPMENT EXPERIENCE

Ms. Trevino began administering and implementing - Center for Employment Training's (CET) program for participants with multiple employment barriers in 1990. While at CET, Ms. Trevino created a Medical Technician training program, which would be on par with a pre-apprenticeship program today.

SHANNON NOEL

DATA SCIENTIST

Workforce Integrity and Training Solutions



DATA ANALYSIS/SCIENCE EXPERIENCE

As a Data Analyst for WITS, Shannon Noel conducted data wrangling and EDA (exploratory data analysis) on workforce and internship data using Excel, Python, and Tableau. This analysis uncovered $17M+ in wages paid to our client's competition. Then, she completed equity analysis on internships in California and presented the findings to the EEO subcommittee.

TEACHING EXPERIENCE

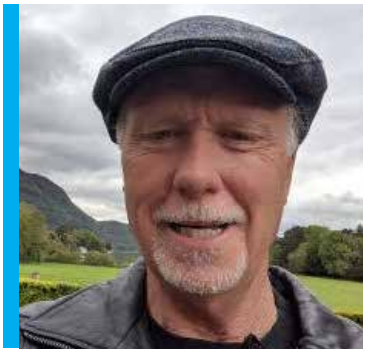
Since 2011, Shannon Noel taught math at a diverse middle school in Alameda. She served on a variety of leadership teams representing the math department and analyzing student data. Shannon Noel led teams of teachers and administrators through student data to uncover patterns of inequity. These insights on student behavior data resulted in a 10% decrease in discipline incidences of African American male students by the end of the school year.

SECTION 3

PATRICK J. WIRSING

NCECI - SENIOR COMPLIANCE OFFICER

Workforce Integrity and Training Solutions



LABOR COMPLIANCE EXPERIENCE

Since beginning his Labor Compliance career in 1999, Pat Wirsing's experience includes prevailing wage (California and Davis Bacon) and Public Utilities Code compliance. compliance on public works and private projects throughout the state of California. Mr. Wirsing has decades of experience reviewing and verifying Certified Payroll Records, visiting project sites, interviewing workers and project leads, conducting payroll audits, verifying certification of Electricians, and collecting and documenting evidence of wage and labor violations or fraud. Mr. Wirsing has testified at multiple hearings and successfully brought multiple cases to resolution.

Prior to his Labor Compliance Career, Mr. Wirsing was a Deputy Sheriff with the Sacramento County Sheriff's Department. He brings his decades of public safety and criminal investigation experience to his labor compliance methodology. He holds an Associate in Art and Social Science Degree from Cosumnes River College. and a Bachelor of Arts-Criminal Justice from California State University Sacramento. Mr. Wirsing also has teaching credentials from National University in Sacramento California.

JAVIER MARQUEZ

LABOR COMPLIANCE MONITOR

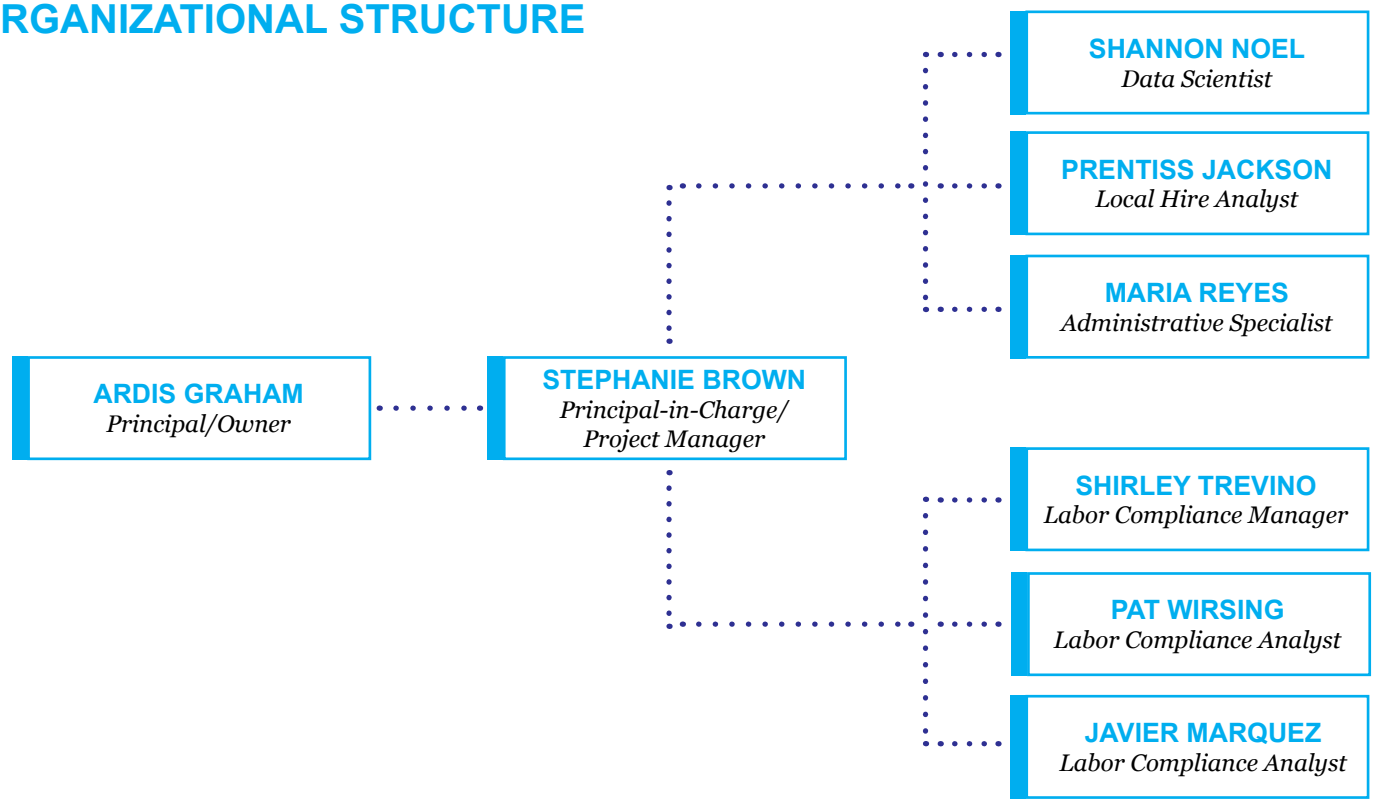
Workforce Integrity and Training Solutions

LABOR COMPLIANCE EXPERIENCE

Since 2010, Javier Marquez has worked as a Labor Compliance Monitor and Analyst, overseeing California Labor Code and Davis Bacon and Related Acts requirements on projects ranging from large-scale public works infrastructure to School Districts and Re-use Authority projects. Mr. Marquez is bilingual and utilizes his expert skill at ensuring compliance with wage, labor and apprenticeship laws while visiting project sites and interfacing with workers.

Mr. Marquez has extensive experience reviewing Certified Payroll and Inspection Reports, conducting site visits and audits, and providing documentation and evidence for hearings. Through his Labor Compliance work, Mr. Marquez has successfully recovered millions of dollars for workers. Mr. Marquez holds an Associate in Arts Degree from Gavilan College.

ORGANIZATIONAL STRUCTURE



SECTION 4

Relevant Experience

SECTION 4

OUR APPROACH IS ROOTED IN EXPERIENCE

CONDUCTING ALL PRE-CONSTRUCTION MEETINGS AND CONFERENCES

EXPERIENCE

Stephanie Brown, Project Manager, led pre-job meetings for the San Francisco Bay Area Rapid Transit District Major Projects Hayward Maintenance Complex and East Contra Costa BART Extension, and represents the City of Hayward at Pre-Job meetings for their CWA.

Prentiss Jackson, Local Hire Director, led pre-job meetings for the San Francisco Public Utilities Commission WISP PLA as well as for the Chase Center project in San Francisco.

APPROACH

Facilitating Pre-Construction Meetings:

Providing contractors with a clear understanding of the CWA's implementation is the first step in its effective implementation. Contractor education is a key component of successful CWA administration.

In keeping with the County's Health Officer's Social Distancing requirements, we presume that these meetings will be via video conference. Consequently, we can also easily schedule other experts, such as pre-apprenticeship programs, to provide an overview of the CWA's general provisions and policies. They will also be available to answer questions.

Pre-bid meetings:

At pre-bid meetings, to support City staff, we will explain the requirements of the CWA with a focus on the local hiring goals and needs. WITS will work with the JAC* to develop a Union Information Packet and a Contractor Information Packet. Both documents will incorporate all of the CWA's essential points/goals, given to all contractors present, along with an informational sheet entitled 'Working under the Hayward CWA,' a shorter version CIP.

- WITS will also distribute the Union Information Packet (UIP) to union representatives and union dispatch personnel. It will contain focused information specifically tailored to the unions about the CWA.
- At pre-bid meetings, WITS is available to present the prevailing wage requirements to contractors in attendance. The presentation will highlight the City's Labor Compliance Program requirements.

Notice to Proceed (NTP):

Within one week of the issuance of the Notice to Proceed, WITS shall meet with the Contractor to review and approve its compliance plan for reaching the local hiring goals, using the required compliance plan form we provide (which the JAC will preapprove).

Pre-Construction Meetings:

The pre-construction meetings will be the last opportunity before construction to orient the contractors on the CWA's various requirements.

After the award of the contract, WITS is available to schedule and attend a separate pre-construction meeting and facilitate the discussion as described in Title 8 of the California Code of Regulations (8CCR) §16421(a)(2). We will call these meetings Labor Compliance Program Pre-Construction Meetings (LCPPCM). During the LCPPCM, WITS will present applicable federal (Davis Bacon and Related Acts "DBRA") and state labor law requirements and distribute copies (we recommend doing this via email through the resident engineer "RE") of reporting forms. Each Contractor and subcontractor will receive a checklist consistent with state and federal regulations enumerating the Contractor (s) labor law requirements to sign and submit to the RE.

Facilitating Pre-Job Conferences

All CWAs, PLAs, and PSAs we have seen require contractors to attend Pre-Job Conferences. WITS facilitates approximately one hundred fifty pre-job conferences a year, and since mid-March 2020, these meetings are all remote. Although these meetings originally moved to remote in response to County Health Officers' Health Orders, we find the remote meeting to be an excellent medium for ensuring contractor compliance, and accurate documentation of craft assignments, etc. Consequently, we highly recommend that the City's PJCs be remote.

WITS has experience facilitating dozens of pre-job meetings via video conference, coordinating with the contractors and all affiliated unions in the County. We also produce minutes for the meetings generally within two days but have a minimum service level standard of five days. Attached to the proposal is a draft set of minutes and a sample pre-job form for your review.

** although we have not seen a draft of the City's CWA, most have a labor/owner governance body commonly referred to as the Joint Administrative Committee. If the current draft of the CWA does not include such a governance body, we highly recommend it.*

SECTION 4

ENFORCING ANY AND ALL PROVISIONS OF THE CWA

EXPERIENCE

Stephanie Brown, Principal-in-Charge and Project Manager, is experienced with enforcing both CWA and prevailing wage requirements. She was a Lead Labor Compliance Officer and one of the founding members of the Bay Area Rapid Transit District's internal Labor Compliance group where she developed labor compliance policies, procedures, contractor education materials, and compliance tools.

Prentiss Jackson, Local Hire Director, has managed and implemented PLAs and local hire programs for the City and County of San Francisco and the San Francisco Chase Center and has extensive experience creating pipeline programs to connect local workers to employment in the construction industry.

Shirley Trevino, Labor Compliance Director, began enforcing labor contracts in 1988, and subsequently, she has recovered millions of dollars in back wages for workers.

Pat Wirsing, Labor Compliance Analyst, began his Labor Compliance career in 1999 and was Lead Compliance Officer for both the Northern California Electrical Contractor Industry and the California Public Utilities Commission where he enforced California's Labor and Public Utility Codes. Prior to his Labor Compliance Career, Mr. Wirsing was a Deputy Sheriff for the County of Sacramento.

Javier Marquez, Labor Compliance Analyst, has overseen Labor Compliance investigations on projects for School Districts and Public Agencies. Since beginning his Labor Compliance career in 2010, Mr. Marquez has successfully recovered millions of dollars in back wages for workers.

APPROACH

The first step to enforcing the CWA is educating prime and subcontractors. Through education, one generally can limit their enforcement actions. This proposal does not include a detailed approach to labor compliance; however, WITS is available to provide labor compliance expertise.

Utilizing our team's many years of experience, and after the JAC's approval, we will develop an information packet for contractors. This Contractor Information Packets (CIP) will provide contractors with all of the necessary information to successfully implement the PLA. The CIP can even include a list of local certified small businesses ready, willing, and able to work on the CWA.

We will divide our approach to enforcement of the PLA: Matters of Law and Matters of Contract.

MATTERS OF CONTRACT:

Some enforcement of CWA is a matter of contract enforcement. For these areas, WITS will not have a state or federal agency in charge of enforcement, so we will need to use the document's grievance mechanisms.

Pre-Job Conferences:
WITS facilitated hundreds of pre-jobs and consistently requires that all contractors submit all of their pre-job forms before scheduling them to participate in a pre-job meeting. Adherence to this document submission requirement helps to ensure that all contractors understand the CWA's requirements and that unions understand each contractor's scope and time on the project.

LOCAL HIRE:

On at least a monthly basis, WITS shall review local hiring progress on each project to determine contractors that are in apparent non-compliance with the local hiring goals.

CONTRACT LISTING LAW VIOLATIONS:

Although the PLA does not speak to this issue directly, one thing that happens on projects is manipulating bidding practices by violating California's Listing Law. The WITS field monitor team is trained to ask Superintendents and owners who may be onsite to identify any listing law violations, notify the RE, project manager, and, if necessary, the Contractor's State Licensing Board.

MATTERS OF LAW:

PREVAILING WAGE ENFORCEMENT:

divides into Monitoring Prevailing Wage Payments, Tracking Certified Payroll Submission, Reconciling Certified Payroll Records (CPR), and, if necessary, notifying enforcement agencies of non-compliance.

Monitoring Prevailing Wage Payments:
The Davis-Bacon Act requires the weekly payment of wages and the submission of CPR. WITS has recommendations for contract language to ensure full compliance by all contractors. Regular and timely transmission of CPR allows the compliance team to regularly and quickly review the CPR and reduces costs to the City by reducing the administrative burden of requesting CPR.

Tracking Certified Payroll Submission:
An additional WITS recommended best practice is to require all contractors and subcontractors to submit their CPR to the City using an electronic certified payroll system. If there is not one already used by the City, then WITS can provide one.

If the City elects not to use eCPR, WITS has developed a CPR tracking and data analysis system currently in use on several of our large public works projects to monitor submittals. WITS tracks CPR submittal to project owners and the State DIR and regularly notify contractors and City Staff when CPR is late. WITS will sync CPR submittal requirement and tracking system to address specifications in City contract language.

WITS can provide the project and construction management teams a

dashboard that will show the compliance status of several issues, such as an apprentice utilization scoreboard, CPR submission status, local workforce compliance scorecard, and DAS 140 DAS 142 submissions.

Delinquent CPR Notification: WITS can also provide the City with an automated contractor notification system for failure to submit CPR timely.

Certified Payroll Records Review:
If no eCPR system is available, then after logging the information, we will manually review for prima facia compliance with the relevant prevailing wage determinations. WITS can also ensure that the fringe benefit statement and other required documents are current.

Throughout the project's life, to identify sub-tier and unlisted subcontractors who work on the project. WITS would use the CPR confirmation process through the weekly review of worker sign-in sheets (a WITS recommended best practice) and Inspection Reports to ensure all contractors are accounted for and update the contractor tracking system accordingly. If contractors are not in the inspection reports, but WITS staff identified them through site visits or sign-in sheets, WITS will notify the CM team ASAP. If contractors have not submitted CPR but have performed onsite work, WITS will inform the prime, RE, and the City within five days of the delinquency.

Reconciling Certified Payroll Records:
WITS recommends confirming the CPR consistent with 8CCR §16432(C) and the California Department of Transportation Local Assistance Program. These regulations call for validating the CPR's accuracy by confirming at least one worker for at least one weekly period per month using independent sources, such as employee interviews, daily inspection reports, and payroll records, such as pay stubs and canceled checks.

Potential Violations:
If WITS identifies an underpayment of prevailing wages or other problems on the certified payroll, we will write the Contractor and request proof of proper wages paid (see Appendix A). The Contractor will be required to respond within ten business days. If the Contractor does not respond within the given timeframe or, subsequently, is unwilling to resolve the issue, WITS will refer the matter to the California Department of Industrial Relations (DIR) and or the US Department of Labor (DOL).

When we identify such contractors, **WITS will initiate the following steps:**

- Inform the general Contractor and any apparent non-compliant subcontractor(s) about issues with the Local Hire Program and good-faith-efforts to reach the established goals.
- If necessary, request the prime Contractor's attendance and the apparent non-compliant subcontractor(s) at the next scheduled meeting of the joint Committee discuss the issues identified. For the discussion, WITS will invite representatives of the construction union(s) in whose trade the apparent non-compliance is identified to help determine if residents were/are available for dispatch to the Contractor.
- If the first two steps do not work, we may need to file a grievance against the Contractor for failing to follow good-faith-efforts to meet the local hire goals.

CWA IMPLEMENTATION

APPROACH

For purposes of simplicity, our approach follows the flow of many CWAs and aligns with most agreements. and aligns with the agreement itself. We describe our approach to significant aspects of CWA coordination, such as Small Business, Labor Compliance, Local Hire, and Work Opportunity Program in detail in their sections that follow the CWA's general implementation and coordination.

Also, WITS can perform site visits for labor compliance and commercially useful function, and overall project director, Stephanie Brown, will lead and direct those activities. Standard CWA and CWA language includes provisions for WORK STOPPAGES, STRIKES, SYMPATHY STRIKES, AND LOCKOUTS. While we have seen many CWA Coordinators view this type of language as rather general and even generic, WITS sees it as the document's binding thesis. The WITS team will collaborate with the City of Dublin and its construction management team to develop CWA Standard Operating Procedures (SOPs).

WITS has experience administering over $7 billion in CWA covered construction projects with a minimum of issues requiring arbitration. It demonstrates our ability to engage with unions and contractors to achieve a peaceful resolution

OVER **30** *Years Experience*

Our team has unparalleled expertise in labor compliance

of disputes and accordingly develop and implement SOPs.

These SOPs would be approved by the Joint Administrative Committee and widely distributed to the CWA parties, including being incorporated into the UIP and CIP for distribution at pre-bid meetings to contractors. The SOPs define and clarify, consistent with the Scope of the Agreement, the CWA's implementation. The WITS Project Manager or Labor Relations Representative will use the SOPs as an outline to discuss the agreement's scope at pre-bid and pre-construction meetings.

CWA standard Referral Procedures require that all workers be onsite consistent with Schedule A. Our Analyst understands how to combine site inspections to ensure compliance with prevailing wage laws and compliance with the CWA.

Our team has experience providing detailed local hire and PLA reports. The SFPUC is still using the PLA reporting format that started when Ardis Graham was the PLA administrator in 2007. WITS has extensive skills to create reports using paper CPR.

Such a system can save the City of Dublin thousands of dollars by reducing expenses by construction management, labor compliance, and workforce development, collecting paper CPR, calculating wages and local hire utilization, and then producing reports for the Joint Administrative Committee and the City. WITS also understands how to use these systems to quickly generate reports to answer questions from the City Council and the public promptly.

We believe that your City Council and the public will want to know the efficacy of articles referring to the hiring and retention of Local workers and apprentices. Using an electronic payroll system, we can produce detailed real-time reports of the local hire program status. These reports will also detail the compliance methods, i.e., a previously employed City of Dublin resident or a New Apprentice.

The fastest way to create labor strife on a CWA project is failing to track and validate cCore Employees' qualifications. If the CWA includes Core Employee language, compliance requires careful monitoring and validation. WITS would use the JAC to vet and approve any documentation used to establish when a core employee meets these requirements.

We would maintain and retain detailed records of these employees - and always protect worker privacy - while providing all parties with transparency with compliance standards. For example, we will give the JAC a report that shows all core workers by an employer, time with employer, craft, and zip code while removing personal information like workers' names and addresses.

Standard Wages/Benefits language is the section where labor compliance and CWA coordination overlap most clearly. To achieve this, WITS will provide labor compliance. We detail our program in this proposal under Enforcing the CWA, and we can provide detailed labor compliance SOPs for the City.

We are currently working with the City of Hayward to administer their Community Workforce Agreement Local Hire and Labor Compliance activities on covered projects. As part of our regular practice, we confirm certified payroll records within the meaning of the California Code of Regulations Title 8 §16461(d) "the corroboration of information in payroll reports through independent sources." We confirm CPRs by carefully reviewing the daily inspection reports, worker interviews, and other payroll records. This activity ensures that workers are paid wages consistent with the Davis Bacon (if applicable) and California prevailing wage requirements. For the City of Dublin WITS would ensure compliance with the CWA.

As is our practice with the City of Hayward CWA, WITS will ensure contractors meet their local hire obligations by comparing these independent and contemporaneous records to local hire Compliance Plans developed with prime contractors. Subsequently, we would inform the City project manager if any contractor's existing workforce is disconnected from their submitted and agreed upon Compliance Plan.

Our team has extensive experience implementing Grievance Arbitration Procedures. Over the last 14 years, our team has facilitated or resolved grievances of varying complexity from minor issues, e.g., subcontractors not attending pre-jobs, to multi-million-dollar disputes. Each possesses the same challenge – implementing a transparent process for all parties - but vary by scale. WITS knows from our success that rapid and amicable resolution requires transparency, and communication with all stakeholders.

The WITS team has experience with Jurisdiction Disputes and has implemented dispute procedures for many CWAs and facilitated the amicable resolution with all crafts - including those whose procedure is outside the National Building Trades Plan for the Settlement of Jurisdiction Disputes (Plan). Our experience includes helping prepare cases for the Plan and mediating resolution without arbitration.

Facilitating Pre-Job Conferences

CWAs require that contractors attend Pre-job conferences. WITS implements the coordination facilitation of over one hundred fifty pre-job conferences a year.

WITS team has experience implementing a substance abuse testing program that ensured that thousands of workers were adequately tested, tracked, and recorded across the program's construction.

To ensure safety, greater participation, and efficiency we propose that all Pre-Jobs be via videoconference.

WITS has experience facilitating dozens of pre-job meetings via video conference. The successful implementation of any CWA requires arranging the Pre-Jobs with the contractors and all affiliated unions in the County. It also requires the rapid and accurate production of meeting minutes.

As the administrator of the SFPUC and the BART CWAs, the WITS team has experience implementing a substance abuse testing program that ensured that thousands of workers were adequately tested, tracked, and recorded across the program's construction. Besides our experience with substance abuse testing protocols, WITS administered four CWAs for oil refineries, which have extensive health and safety protocols. WITS will use this experience to establish procedures for how individual contractors will implement substance abuse testing and other health and safety measures the City and Council may agree to in the future.

PRODUCING REPORTS AS APPROPRIATE

LEVERAGING ARTIFICIAL INTELLIGENCE AND DATA ANALYTICS

The WITS Team leverages technology and analytics to create the industry's best practices in CWA Administration, Labor Compliance, Workforce Development, and Small Business Support Services. The upshot is a singular cohesive and agile industrial relations program that results in the best value for the City of Dublin.

EXPERIENCE

Our team has well over two decades of experience with CWA implementation and enforcement.

Ardis Graham, Principal, as PLA Administrator for the SFPUC, helped develop their PLA quarterly reports in 2007, and the SFPUC continues to use his format.

Stephanie Brown, Principal-in-Charge, developed a first-of-its-kind cloud-based client relationship management (CRM) database linked to online Certified Payroll Reports and linking jobseekers with contractors on public works projects in San Francisco. The compliance tools and reports she developed during her tenure in San Francisco are still in use today.

Prentiss Jackson, Local Hire Director, has managed PLAs for the City and County of San Francisco and the Chase Center Project and has extensive experience creating pipeline programs to connect local workers to employment in the construction industry.

Shannon Noel, CWA Data Scientist, is a former middle school teacher who also has experience with providing detailed workforce development data analytics for the State of California and performing detailed workforce development data analytics contractors' associations.

We strongly believe our team's strategies will produce:

— Cohesive and transparent labor relations to help ensure that high skilled workers build District projects with labor harmony;

— Full labor compliance monitoring ensuring compliance with both federal and state prevailing wage requirements (as applicable);

— Ensure that opportunities to earn a middle-class income by starting their career revitalizing CWA's infrastructure.

— Ensure that small, local, minority, and women-owned firms can compete to win and execute PLA and other contracts successfully.

— We also have access to a team of economic advisors and forecasters who can assess and analyze the CWA's economic impact through project costs, local hire salary impact, MC3 participant incomes, and local small business utilization.

✓ **We recommend using an electronic certified payroll system**

SECTION 4

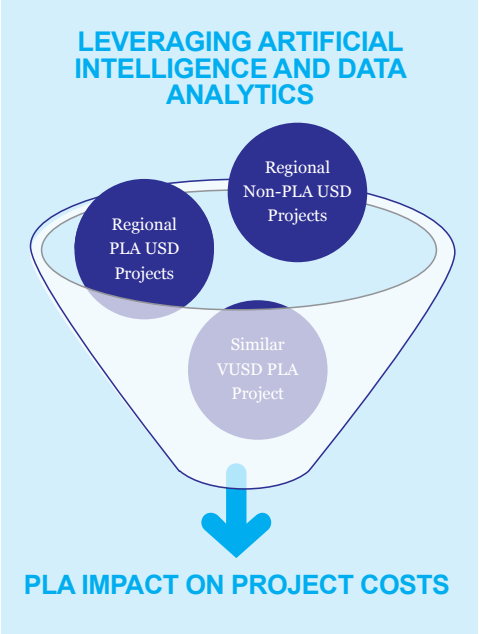
COORDINATING AND FACILITATING ALL PLA ASSOCIATED LABOR/MANAGEMENT MEETINGS

FACILITATE EXCELLENT LABOR-MANAGEMENT MEETINGS

As was stated before, we highly recommend immediately organizing The Joint Labor-Management Committee (Joint Administrative Committee). It is an excellent place to start integrating Labor and contractor relations into the City's Districts' project workflow. The WITS team is very experienced in facilitating Joint Labor-Management meetings to provide CWA governance and administration. Many CWA administrators use these meetings as merely an item to check off of their to-do list. WITS uses these meetings as a meaningful way to engage Labor and Contracting to implement the program successfully. Of course, because of COVID, we would host quarterly Joint Committee meetings via video conference.

Of course, we will provide the basics, such as agendas and minutes, at least seven days before the meeting and within five days after. But we will also provide follow-up and research on the projects and have the capacity through our in-house data scientist to provide detailed workforce and small business utilization analytics. Analytics can tell all parties much about the project's direction and insight into possible labor-management strife. Together with the Department, Labor and contractors, our team can better understand how to leverage resources to implement the workforce and small business programs successfully. Our data analytics team recently worked with the California Division of Apprenticeship Standards (DAS) to review and analyze thousands of apprentices across the state to help make policy recommendations for creating tens of thousands of new apprenticeship opportunities.

We hope to work with the city staff to participate and provide an overview of the Strengths, Weaknesses, Opportunities, and Threats (SWOT) on CWA projects. Understanding the SWOT Analysis can help create an environment of collaborative problem solving on the JAC.



Creating a collaborative culture is key to converting the WITS team's excellent working relationships with unions into value for the City of Dublin. Through our collaborative culture, we can better achieve Local Hire goals. Also, we understand how to leverage our relationships with Labor to lower project costs!

EXCELLENT LABOR RELATIONS LEADS TO LOWER PROJECT COSTS

May sound like pie in the sky, but the WITS team has deep experience using labor relations to lower project costs. Here are three simple examples. After 80 years of not building tunnels, the SFPUC needed to construct two large-scale (over $250 Million each) tunnel projects. Our team used their excellent relationships with the Laborers International Union of North America (LIUNA) and the International Union of Operating Engineers (IUOE) to engage many of their national tunneling contractors in the bidding process. Partnering with these unions, and their contractor partners, likely saved the PUC over $25,000,000.

We view our success at using labor relations to lower project costs and improve the economy as a significant differentiator

While at San Francisco Bay Area Rapid Transit District (BART), a multiple escalator repair and replacement contract was issued. However, the existing BART process only resulted in one bidder submitting a bid for millions of dollars over BART's budget for the project. Consequently, the BART Board rejected all bids. Ms. Brown's team worked with the International Union of Elevator Constructors to bring together the country's largest escalator contractors. Mr. Graham then helped facilitate a collaborative discussion between these contractors and manufacturers with BART operations and engineering design to recalibrate the contract specifications. These discussions resulted in a new contract that was within budget.

These are two examples of how our excellent labor relations added quantifiable value to owners. In addition to expanding the pool of qualified bidders and utilizing qualified contractors to comment and improve your bid documents, you can also use labor relations to broaden the pool of skilled workers. WITS team members worked with LIUNA and IUOE to develop and deliver California's first tunnel workers' training program. Partnering with the two unions, they helped create a training program in San Ramon, California, that expanded pool of local workers with a high demand skill set. The result was lower costs from having to bring in qualified workers from other parts of the country. We are happy to leverage our relationships to create this kind of value for the City of Dublin.



SECTION 5

Fee Schedule

SECTION 5

FEE SCHEDULE

We are pleased to offer the City of Dublin different options for fees.

OPTION A:

- CWA Administration (with Detailed Local Hire Coordination & Labor Compliance) – Annual Not to Exceed Budget $72,000.00 + $2,000 to meet the RFQ requirement 4.4.4

— Pre-job Conference Coordination, Facilitation and Minutes- $300 / meeting

— JAC Meeting Coordination and Facilitation - Hourly Based on Need

— Grievance & Jurisdiction Management and Support – Hourly Based on Need

— Report Development & Analysis - Hourly Based on Need

— Dedicated Local Hire Services – Hourly Based on Need

— Labor Compliance Services with site visits - Hourly Based on Need

OPTION B:

- CWA Administration (with Labor Compliance) - Annual Not to Exceed Budget $52,000.00 + $2,000 to meet the RFQ requirement 4.4.4

— Pre-job Conference Coordination, Facilitation and Minutes- $300 / meeting

— JAC Meeting Coordination and Facilitation - Hourly Based on Need

— Grievance & Jurisdiction Management and Support – Hourly Based on Need

— Report Development & Analysis - Hourly Based on Need

— Labor Compliance Services with site visits - Hourly Based on Need

OPTION C:

- CWA Administration Annual Not to Exceed Budget $35,000.00 + $2,000 to meet the RFQ requirement 4.4.4

— Pre-job Conference Coordination, Facilitation and Minutes- $300 / meeting

— JAC Meeting Coordination and Facilitation - Hourly Based on Need

— Grievance & Jurisdiction Management and Support – Hourly Based on Need

— Report Development & Analysis - Hourly Based on Need

HOURLY BILLING RATE WILL BE:

	1/1/2022 - 12/31/2022	1/1/2023 - 12/31/2023	1/1/2024 - 06/31/2024
WITS TEAM MEMBER ROLE	**HOUR RATE**		
Project Manger	$206.00	$212.00	$218.00
Labor Compliance Director	$72.10	$74.20	$76.30
Data Scientist	$51.50	$53.05	$54.64
Labor Compliance Analyst	$30.90	$31.80	$32.70
Admin	$20.60	$21.20	$21.80

	1/1/2022 - 12/31/2022	1/1/2023 - 12/31/2023	1/1/2024 - 06/31/2024
WITS TEAM MEMBER ROLE	**HOUR RATE**		
Local Hire Director	$195.70	$201.57	$207.62
Local Hire Analyst	$154.50	$159.14	$163.91
Local Hire Assistant	$103.00	$106.09	$109.27

The hourly rate listed does not include the Safe Harbor Indirect Cost Rate, which by memo dated July 2018 the California Department of Transportation deemed as consistent with the Federal Cost Principles of Title 48 of the Code of Federal Regulations §31 (8 CFR 31).

SECTION 6

Standard Agreement Confirmation

Workforce Integrity and Training Solutions, LLC confirms it is able to meet the City's Standard Consulting Agreement and insurance requirements as provided.

CITY OF DUBLIN CITYWIDE CURB RAMP PROJECT
ADDRESS: VARIOUS AREAS THROUGHOUT DUBLIN
JUNE 02,2021

CONTRACTORS IN ATTENDANCE:

Sample Engineering – John Engineering
Example Trucking – Roger Trucking
Demo Consulting – Rick Demo

CONTRACTORS ABSENT: Schotka Construction

UNION AFFILIATES IN ATTENDANCE:

John Q. Laborer / Laborers
Susie Q. Driver / Teamsters
Jane Electric / IBEW
Oliver Operator / OE3

MINUTES

The meeting was called to order at 10:45 AM. Stephanie Brown facilitated the meeting. The following are general project questions and answers.

Pre-Job Questions & Answer

Contractor	Subs?	Sub Pre-job Status	Q1	A1	Q2	A2	Q3	A3
Sample Engineering	See Below	See Below	T- Any delivery of ready-mix?	Central Concrete	OE3- Addresses for the location?	Will send via email	T- Any water trucks or street sweepers?	No
Example Trucking	N/A	N/A	T - Start date?	Early as Monday				
Demo Consulting	N/A	N/A	Laborers - If something is out of place, do you fix it?	No, we inform the contractor				

CRAFT ASSIGNMENTS

"The work assignments only cover the scopes of work that were presented at the pre-job meeting." Ardis Graham facilitated discussion of the project's work assignments, noted in the table below.

Craft Assignments

Contractor	Scope	Assignment	Claims	Claims	Claims
Sample Engineering	Excavation	OE3	Teamsters - General claim		
	Sawcut, Demolition, Subgrade Preparation & Pour concrete	**Laborers**			
	AC Paving	CM			
Example Trucking	Trucking	Teamsters			
Demo Consulting	SWPP and Inspection	Does not believed work is covered under PLA. Demo will coordinate with OE & Lab to determine if covered by PLA. If so, they will need to assign the work and notify CCBT in writing	OE3 - Claims full scope		

***The Teamsters** claim the on and off haul of any and all Materials and debris, any in motion discharge from Water Trucks, any and all Ready-Mix trucks, and or street sweepers in and around the job site. The use of Forklifts, when used in and around the warehouse and construction laydown yards for loading and unloading purposes. Additionally, the Teamsters claim any and all transportation of all workers via Busses, Vans, and Trucks.*

ADJOURNMENT

LABOR STANDARDS
FACT SHEET

Information and requirements for contractors and subcontractors bidding on public works contracts in the city

- ✔ Pay workers the correct prevailing wage rates for each craft, classification and type of work performed. CA State Labor Code Section 1773 and 1774
- ✔ Submit certified payroll reports and fringe benefit statements into the city's electronic payroll reporting system (Elation Systems, Inc.). CA State LC Section 1776
- ✔ Maintain Labor Standards Enforcement (LSE) daily sign in sheets documenting all hours worked and the classifications of work performed.
- ✔ Display LSE provided posters at the jobsite, informing workers of Prevailing Wage requirements.
- ✔ Furnish employees with itemized pay stubs and retain payroll records. CA State Labor Code Section 226
- ✔ Employ apprentices registered in a state-approved apprenticeship program and make apprenticeship training contributions. CA State Labor Code Section 1777.5
- ✔ Register with the California Department of Industrial Relations (DIR). CA State Labor Code Section 1725.5

— *All work is subject to compliance monitoring and enforcement by the city's Labor Standards Enforcement (LSE) team.*

— *LSE Compliance Officers have the right to engage in random inspections of job sites and to have access to the employees of the contractor, employee time sheets, inspection logs, payroll records and employee paychecks.*

— *Failure to comply with prevailing wage requirements shall result in a forfeiture of back wages due plus penalties of not less than $50 per day per worker, and may result in disqualification as a contractor or subcontractor on any public work or improvement for in the city's or the state of California. CA State Labor Code Section 1775*

LABOR STANDARDS
RESOURCES

The current prevailing wage rates are available on the Internet, from the Awarding Department. For specific information about prevailing wage requirements you can visit the websites listed below:

DIR PREVAILING WAGE RATES
(Including Scope of Work, Travel, and Holiday Provisions)
www.dir.ca.gov/oprl/2020-2/PWD/index.htm

DIR PUBLIC WORKS CONTRACTOR REGISTRATION
www.dir.ca.gov/Public-Works/Contractor-Registration.html

DIR PUBLIC WORKS MANUAL
www.dir.ca.gov/dlse/PWManualCombined.pdf

APPRENTICE WAGE RATES
www.dir.ca.gov/oprl/pwappwage/PWAppWageStart.asp

APPRENTICESHIP PRO-GRAMS, REQUIREMENTS & FORMS
www.dir.ca.gov/DAS/PublicWorksForms.htm

CONTRACTORS STATE LICENSE STATUS
www2.cslb.ca.gov/OnlineServices/CheckLicenseII/CheckLice nse.aspx

ONE CLICK
resource access



For more information, call Workforce Integrity and Training Solutions, LLC at (415) 364-8467 or email complaints@witsca.com.

THE CITY OF DUBLIN

Program Standard Operating Procedures

Ardis Graham
Workforce Integrity and Training Solutions

Table of Contents

A. GENERAL

B. PURPOSE

C. OBJECTIVES

D. SCOPE

I. Confirm for the Resident Engineer that all Contractors Submitted Certified Payroll Timely Guidelines: Certified Payroll Submittal, Verifying CPRs are Complete, Ongoing CPR Review, and Contract Site Visits

II. Verify that Certified Payroll Reports are Complete

III. Ongoing CPR Review

IV. Contract Site Visits

V. Worker Interview Form

VI. Worker Information Card (upon budgetary approval from the city

VII. Email Hotline (complaints@witsca.com)

VIII. Telephone Hotline (601) 301-2305

IX. Guidelines: Audits, Referrals and Withholding Payment

1) CPR System Notification
2) Site Visits
3) Complaints
4) Approval
5) Research
6) Identify the correct PWDs to guide the audit
7) All relevant payroll documents from the contractor will be collected, as defined by 8 CCR §16000
8) Determining the Audit Period
9) Document Review
10) Classifications: Determining which work classifications will be evaluated in the audit
11) Audit Worksheet

SAMPLE

12) When the audit is primarily a misclassification issue
13) Summary Report
14) Audit Package
15) Withholding Payment
16) DIR Referral
17) Civil Wage and Penalty Assessments (CWAPA) (CLC §1741)
18) Department of Labor (DOL) Referral
19) Contractor Actions
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X. Outreach Activities: (upon budgetary approval from the city)
XI. Project Closeout
XII. Administering the city's Electronic Certified Payroll Records CPR system
XIII. Ensuring All Contractors submit Certified Payroll Records to the State of California eCPR System

E. Acronyms

SAMPLE

SECTION 4

SAMPLE MONTHLY CPR REPORT

(Similar report provided monthly for each project.)

PAYROLL REPORTING FORM - ABC CONSTRUCTION, INC.

NAME OF CONTRACTOR OR SUBCONTRACTOR: ABC CONSTRUCTION, INC. — ADDRESS: 123 Main St. — CONTRACTOR'S LICENSE NO: XXXXXX — PROJECT OR CONTRACT NO: XXXXX
PAYROLL NO: 1 — FOR WEEK ENDING: 12/20/20 — SPECIALITY LICENSE NO: — PROJECT AND LOCATION: BUTTE COUNTY SAMPLE PROJECT
SELF-INSURED CERTIFICATE NO: — WORKER'S COMPENSATION POLICY NO:

Weekending Da	NAME	SSN	ADDRESS	CITY, STATE	NO.OF WITH-HOLDIN	Trade Skil	WORK CLASSIFICATION	ST/OT/DT	Mon	Tue	Wed	Thu	Fri	Sat	Sun	TOTAL HO	RATE OF	ST/OT/DT	Mon	Tue	Wed	Thu	F
									14	15	16	17	18	19	20				14	15	16	17	T
12/20/20	James Smith	xxx-xx-xxxo	172 Any Street	Anytown, C	M/5	J	Laborer And Relate Group 3:	S	8	8	8	8	8	0	40	41.35	O	2	2	4	0		
											ST HOURS WORKED EACH DAY										OT HOURS WORKED		
12/20/20	John Doe	xxx-xx-xxxo	181 Main Stree	Middletowr	S/0	J	Laborer And Relate Group 3:	S	8	8	8	8	8	0	40	31.55	O	1	1	4	0		
12/20/20	Mike Smith	xxx-xx-xxxo	64 Pilgrim St.	Oroville, C/	M/3	J	Carpenter And Reic Carpente	S	8	8	8	8	8	0	40	46.77	O	1	1	0	0		

PAYROLL REPORTING FORM - LMN COMPANY

NAME OF CONTRACTOR OR SUBCONTRACTOR: LMN COMPANY — ADDRESS: 345 Happy St — CONTRACTOR'S LICENSE NO: XXXXX — PROJECT OR CONTRACT NO: XXXX
PAYROLL NO: 1 — FOR WEEK ENDING: 12/20/20 — SPECIALITY LICENSE NO: — PROJECT AND LOCATION: BUTTE COUNTY SAMPLE PROJECT
SELF-INSURED CERTIFICATE NO: — WORKER'S COMPENSATION POLICY NO:

Weekending Da	NAME	SSN	ADDRESS	CITY, STATE	NO.OF WITH-HOLDIN	Trade Skil	WORK CLASSIFICATION	ST/OT/DT	Mon	Tue	Wed	Thu	Fri	Sat	Sun	TOTAL HO	RATE OF	ST/OT/DT	Mon	Tue	Wed	Thu	F
									14	15	16	17	18	19	20				14	15	16	17	T
12/20/20	Terry Z	xxx-xx-xxxo	172 Any Street	Anytown, C	M/5	J	Driver (On/Off-Hau Driver: Mi	S	0	0	0	0	0	1.8	0	1.8	O	0	0	0	0	0	
											ST HOURS WORKED EACH DAY										OT HOURS WORKED		
12/20/20	Ralph L	xxx-xx-xxxo	181 Main Stree	Middletowr	S/0	J	Driver (On/Off-Hau Driver: Mi	S	0	0	0	0	0	1.97	0	1.97	O	0	0	0	0	0	
12/20/20	Aaron S	xxx-xx-xxxo	64 Maybe St.	Garden, C/	M/3	J	Driver (On/Off-Hau Driver: Mi	S	0	0	0	0	0	2.62	0	2.62	O	0	0	0	0	0	

Other deductions:	
Employee Nami 401K	2
Terry Z	5
Ralph L	1
Aaron S	

PAYROLL REPORTING FORM - QRS CONSTRUCTION

NAME OF CONTRACTOR OR SUBCONTRACTOR: QRS CONSTRUCTION — ADDRESS: 143 Lovers Lane — CONTRACTOR'S LICENSE NO: XXXXXX — PROJECT OR CONTRACT NO: XXXX
PAYROLL NO: 1 — FOR WEEK E 12/20/20 — SPECIALITY LICENSE NO: — PROJECT AND LOCATION: BUTTE COUNTY SAMPLE PROJECT
SELF-INSURED CERTIFICATE NO: — WORKER'S COMPENSATION POLICY NO:

Weekending Da	NAME	SSN	ADDRESS	STATE AN	NO.OF WITH-HOLDIN	Trade Skil	WORK CLASSIFICATION	ST/OT/DT	Mon	Tue	Wed	Thu	Fri	Sat	Sun	TOTAL HO	RATE OF	ST/OT/DT	Mon	Tue	Wed	Thu	F
									14	15	16	17	18	19	20				14	15	16	17	T
12/20/20	Steve C.	xxx-xx-xxxx	199 Any Street	Oakway, C	M/0	J	Iron Worker	S	0	0	0	8	0	0	8	49.3	O	0	0	0	0	2	
											ST HOURS WORKED EACH DAY										OT HOURS WORKED		
12/20/20	Jesse D	xxx-xx-xxxx	100 Main Stree	Middletowr	M/3	A	Iron Worker	S	0	0	0	8	0	0	8	45.68	O	0	0	0	0	2	
12/20/20	Bryan S	xxx-xx-xxx	35 Red St.	Redville, C/	M/3	J	Iron Worker	S	0	0	0	8	0	0	8	55.3	O	0	0	0	0	2	

PAYROLL REPORTING FORM - XYZ INC

NAME OF CONTRACTOR OR SUBCONTRACTOR: XYZ INC. — ADDRESS: 113 Jolly St. — CONTRACTOR'S LICENSE NO: XXXXXX — PROJECT OR CONTRACT NO: XXXX
PAYROLL NO: 1 — FOR WEEK E 12/20/20 — SPECIALITY LICENSE NO: — PROJECT AND LOCATION: BUTTE COUNTY SAMPLE PROJECT
SELF-INSURED CERTIFICATE NO: — WORKER'S COMPENSATION POLICY NO:

Weekending Da	NAME	SSN	ADDRESS	STATE AN	NO.OF WITH-HOLDIN	Trade Skil	WORK CLASSIFICATION	ST/OT/DT	Mon	Tue	Wed	Thu	Fri	Sat	Sun	TOTAL HO	RATE OF	ST/OT/DT	Mon	Tue	Wed	Thu	F
									14	15	16	17	18	19	20				14	15	16	17	T
12/20/20	Robert D	xxx-xx-xxxx	789 John Stree	Evergreen,	M/0	J	Driver (On/Off-Hau Driver: Mi	S	0	0	0	1.25	0	0	1.25	28.5	O	0	0	0	0	0	
											ST HOURS WORKED EACH DAY										OT HOURS WORKED		
12/20/20	Clark P	xxx-xx-xxxx	255 Main Stree	Plazo, CA 1	M/0	J	Driver (On/Off-Hau Driver: Mi	S	0	0	0	2	0	0	2	28.5	O	0	0	0	0	0	
12/20/20	Peter L	xxx-xx-xxxo	500 Lovers St.	Valentine, (	S/0	J	Driver (On/Off-Hau Driver: Mi	S	0	0	0	2	0	0	2	28.5	O	0	0	0	0	0	

PAYROLL REPORTING FORM - ABC ELECTRIC

NAME OF CONTRACTOR OR SUBCONTRACTOR: ABC ELECTRIC — ADDRESS: 748 Blue St. — CONTRACTOR'S LICENSE NO: XXXXXX — PROJECT OR CONTRACT NO: XXXX
PAYROLL NO: 1 — FOR WEEK E 12/20/20 — SPECIALITY LICENSE NO: — PROJECT AND LOCATION: BUTTE COUNTY SAMPLE PROJECT
SELF-INSURED CERTIFICATE NO: — WORKER'S COMPENSATION POLICY NO:

Weekending Da	NAME	SSN	ADDRESS	STATE AN	NO.OF WITH-HOLDIN	Trade Skil	WORK CLASSIFICATION	ST/OT/DT	Mon	Tue	Wed	Thu	Fri	Sat	Sun	TOTAL HO	RATE OF	ST/OT/DT	Mon	Tue	Wed	Thu	F
									14	15	16	17	18	19	20				14	15	16	17	T
12/20/20	Jeffrey W	xxx-xx-xxxx	345 Happy St	Anytown, CA 76859	J	Electrician	Inside Wi	S	0	0	0	0	7	0	7	51.47	O	0	0	0	0	0	
											ST HOURS WORKED EACH DAY										OT HOURS WORKED		
12/20/20	Alexander O	xxx-xx-xxxo	181 Christmas	Middletown, CA 77890	J	Electrician	Inside Wi	S	0	0	0	0	7	0	7	57.9	O	0	0	0	0	0	

SAMPLE

SAMPLE MONTHLY DAILY INSPECTION

(Similar report provided monthly for each project.)

DATE	ABC CONSTRUCTION, INC. ON DAILY REPORT *(no. of workers on site)*	AS PER CPR FOR ABC *(no. of workers on site)*	SCOPE OF WORK
2020-12-21	10	N/A	Continued to form up the working slab;Poured concrete; continued to excavate for level drilling for 45-foot soil nails.
2020-12-20	0	0	N/A
2020-12-19	5	2	Continued excavation of level 4;Stacked excavated materials
2020-12-18	10	10	
2020-12-17	10	10	Drilled, installed and grouted the soil nail;Excavation;Worked on the wildlife exclusion shortcrete the face of level three
2020-12-16	10	10	Grouted all the soil nails in row three;Placed the wire mesh and shotcreted;Shotcreted the first 100' of V
44180	10	10	Finished excavation;Drilled and installed the soil nails in row three. They installed 8-45' soil mails and 2-15' soil nails in row three;Continued forming the V ditch;Continued cutting the road
2020-12-14	8	10	Excavated some of the ramp;Site clean up;Excavated the next section of the soil;Rerouted the wildlife exclusion fence
2020-12-13	0	0	N/A
2020-12-12	2	2	Had two men come in to load shotcrete panels first thing in the morning. After that they left the site and there was no other work performed by SMIC today.
2020-12-11	5	6	Installed and grouted the soil nails in row 2;Placed the wire mesh and drainage strips before shooting the shotcrete;Sprayed 8yds of shotcrete
2020-12-10	7	6	Drilled for five 75' soil nails and one 15' soil nail in row two;Conducted the verification test;Continued excavating
2020-12-09	9	10	Continued to move spoils;Prepared the soil nails for installation;Closed the gap in the wildlife exclusion fence
2020-12-08	10	10	Finished the installation of the weep pipe and drain rock;Drilled, installed and grouted the one 10-foot verification soil nail;Continued to bring base rock
2020-12-07	10	10	Setup to test the soil nails in the first level of the soil nail wall.;Continued to haul off concrete form work;Continued to patch the concrete barrier.
2020-12-06	N/A	N/A	N/A
2020-12-05	N/A	N/A	N/A
2020-12-04	13	14	Continued moving concrete form work out;Set up to spray shotcrete;Drilled, installed and grouted a verification soil;Sprayed 8 yds. of shotcrete
2020-12-03	14	14	Striped the forms from the barrier;Hauled forms
2020-12-02	14	14	Finished forming up the barrier;Poured concrete;Drilled the last two soil nails;Installed the last two soil nails
2020-12-01	12	14	Continued forming up the barrier;Setup to spray shotcrete
2020-11-30	13	13	Continued forming up the barrier;Moved the excavator with the drill attachment;Moved the wildlife exclusion fence out of the work zone;Began excavation;Sprayed another set of shotcrete
2020-11-25	8	8	SMCI- Installed the piezometer and casing to Elv 387;Grouted hole;Installing rebar; Installing form work
2020-11-24	8	8	Not yet available

SAMPLE

WITS CPR Submitted to DIR Tracker Sample Template

(Similar report provided monthly for each project.)

Key:	"No" = Not submitted to DIR "Not yet in Elations" = Not submitted to Authority Red highlight = Not in compliance Yellow highlight = Notice Sent to Contractor

Date (Week Ending)	Contractor	Submitted/Yes or No
ABC CONSTRUCTION, INC.		
November 22,2020	ABC, Inc.	Yes
November 29,2020	ABC, Inc.	Yes
December 6,2020	ABC, Inc.	Yes
December 13,2020	ABC, Inc	Yes
December 20,2020	ABC , Inc.	No
December 27,2020	ABC, Inc.	Not yet in Elations
LMN COMPANY		
October 24,2020	LMN Company	Yes
October 31,2020	LMN Company	Yes
November 7,2020	LMN Company	Yes
November 14,2020	LMN Company	Yes
November 21,2020	LMN Company	Yes
November 28,2020	LMN Company	Yes
December 5,2020	LMN Company	Yes
December 12,2020	LMN Company	Yes
December 19,2020	LMN Company	Not yet in Elations
December 26,2020	LMN Company	Not yet in Elations
QRS CONSTRUCTION		
October 30,2020	QRS Construction	Yes
November 6,2020	QRS Construction	Yes
November 13,2020	QRS Construction	Yes
November 20,2020	QRS Construction	Yes
November 27,2020	QRS Construction	No
December 4,2020	QRS Construction	No
December 11,2020	QRS Construction	Not yet in Elations
December 18,2020	QRS Construction	Not yet in Elations
December 25,2020	QRS Construction	Not yet in Elations
XYZ, INC.		
Sunday, July 5, 2020	XYZ, INC.	No
Sunday, July 12, 2020	XYZ, INC.	Yes
Sunday, July 19, 2020	XYZ, INC.	Yes
Sunday, July 26, 2020	XYZ, INC.	Yes
August 02,2020	XYZ, INC.	Yes
August 09,2020	XYZ, INC.	Yes
August 16,2020	XYZ, INC.	Yes

SAMPLE

Agenda Item 4.11

STAFF REPORT
CITY COUNCIL

DATE: December 6, 2022

TO: Honorable Mayor and City Councilmembers

FROM: Linda Smith, City Manager

SUBJECT: Fiscal Year 2022-23 1st Quarter Financial Review
Prepared by: Lisa Hisatomi, Director of Administrative Services

EXECUTIVE SUMMARY:

The City Council will receive a financial report through the first quarter of Fiscal Year 2022-23 and consider amendments via a budget change.

STAFF RECOMMENDATION:

Receive the report and approve the budget change.

FINANCIAL IMPACT:

Approval of the budget change will allow for minor adjustments to operating budgets. Total General Fund reserves are projected at $209,689,170 by June 30, 2023.

DESCRIPTION:

The focus of this report is the Fiscal Year 2022-23 General Fund Amended Budget. The Amended Budget includes any budget amendments already approved by the City Council since July 1, 2022, as well as carry-over budgets from Fiscal Year 2021-22. The Budget Change Form (Attachment 3) lists all new amendments needing City Council approval.

Based on the current information available, Staff is not recommending any change to the revenue estimates.

On the operating expenditure side, Staff is recommending an increase of $300,000 for property damage repairs that will be submitted for insurance reimbursement. The increase is needed due to an anticipated lag in reimbursement revenue from the City's insurance company, Plan JPA. The General Fund Summary (Attachment 1) incorporates the Fiscal Year 2022-23 budget carryovers for operating programs ($1,856,112) and the Capital Improvement Program (CIP)

($12,510,109), and the recommended change of $300,000. Total General Fund Reserves are projected at $209,689,170 by the end of the fiscal year, as shown in the table below. The decrease in reserves, comparing to the prior year, is primarily due to planned CIP expenditures, a one-time lump sum contribution to the Dougherty Regional Fire Authority unfunded pension liability, and a contribution to the Internal Service Fund for replacements. The General Fund Reserves Summary (Attachment 2) provides a detailed allocation of the reserves.

Table 1: General Fund Summary

	FY 2021-22 Actual	FY 2022-23 Adopted	New FY 2022-23 Amended
Total Reserves, Beginning of Year	**$209,764,495**	**$208,866,308***	**$223,857,505**
Revenues	114,572,363	108,709,762	108,709,762
Expenditures	(80,931,058)	(94,018,847)	(96,465,975)
Net Operating Budget Impact	**33,641,305**	**14,690,915**	**12,243,787**
Transfers In	312,874	77,900	
Unrealized Gain/Loss	(15,525,055)		
Transfers Out/Contribution to Other	(4,336,114)	(11,067,815)	(26,412,122)
Total Reserves, End of Year	**$223,857,505**	**$212,567,308**	**$209,689,170**
Change from Prior Year			**($14,168,335)**

* FY2022-23 Adopted beginning reserve balance was based on the FY 2021-22 year-end projection.

Other Funds

Staff requests the City Council's approval to amend the budget for the following:

- EMS Special Revenue Fund – Appropriate $10,000 for a special assessment revenue audit and Alameda County's fee for tax collection.
- Information Technology Fund - Appropriate $18,000 for higher-than-budgeted maintenance and licensing fees for Situational Awareness Cameras.
- Measure D Fund – Adjust the CIP and operating budget to account for expenditures eligible for Measure D funding, primarily related to SB 1383 implementation and recycling containers. This results in a net increase in appropriations by $223,765.
- Local Recycling Program Fund – Appropriate $60,000 for education materials and outreach services for SB 1383.

STRATEGIC PLAN INITIATIVE:

None.

NOTICING REQUIREMENTS/PUBLIC OUTREACH:

The City Council Agenda was posted.

ATTACHMENTS:

1) General Fund Summary Q1 FY 2022-23
2) General Fund Reserves Summary Q1 FY 2022-23
3) Budget Change Q1 FY 2022-23

	Actual 2021-22	Adopted 2022-23	Amended 2022-23	Q1 Adjustment	New Amended 2022-23
Revenues					
Property Tax	$55,186,388	$55,163,000	$55,163,000		$55,163,000
Sales Tax	26,456,903	26,400,000	26,400,000		26,400,000
Sales Tax Reimbursements	(346,696)	(405,555)	(405,555)		(405,555)
Development Revenue	9,803,444	7,702,334	7,702,334		7,702,334
Transient Occupancy Tax	1,255,575	1,400,000	1,400,000		1,400,000
Other Taxes	7,025,567	6,560,000	6,560,000		6,560,000
Licenses & Permits	354,643	351,373	351,373		351,373
Fines & Penalties	70,714	85,000	85,000		85,000
Interest Earnings	2,269,289	1,510,000	1,510,000		1,510,000
Rentals and Leases	1,647,882	1,477,330	1,477,330		1,477,330
Intergovernmental	324,519	290,000	290,000		290,000
Charges for Services	8,022,099	6,496,124	6,496,124		6,496,124
Other Revenue	2,502,034	1,680,156	1,680,156		1,680,156
Subtotal Revenues - Operating	**$114,572,363**	**$108,709,762**	**$108,709,762**		**$108,709,762**
Transfers In	$312,874	$77,900	$77,900		
Unrealized Gains/Losses	(15,525,055)	-	-		-
Total Revenues	**$99,360,182**	**$108,787,662**	**$108,787,662**		**$108,709,762**
Expenditures					
Salaries & Wages	$11,670,597	$13,249,383	$13,541,615		$13,541,615
Benefits	4,728,716	5,488,704	5,567,488		5,567,488
Services & Supplies	3,894,567	5,178,309	5,394,934		5,394,934
Internal Service Fund Charges	3,907,323	4,932,571	4,932,571		4,932,571
Utilities	2,511,166	3,485,435	3,485,435		3,485,435
Contracted Services	52,920,629	59,695,219	61,202,517	300,000	61,502,517
Capital Outlay	339,943	432,737	504,925		504,925
Debt Service Payment	-	1,333,050	1,333,050		1,333,050
Contingency & Miscellaneous	958,117	223,440	203,440		203,440
Subtotal Expenditures - Operating	**$80,931,058**	**$94,018,847**	**$96,165,975**	**$300,000**	**$96,465,975**
Operating Impact (REV-EXP)	**$33,641,305**	**$14,690,915**	**$12,543,787**	**($300,000)**	**$12,243,787**
Transfer Outs & Contributions to Other Funds					
Transfers Out (CIPs) - Com./Assig. Reserv	$2,803,478	$2,291,645	$13,759,910		13,759,910
Transfers Out (CIPs) - Undesignated	532,636	2,316,170	6,120,013	72,198	6,192,212
Contribution to OPEB/PERS		4,460,000	4,460,000		4,460,000
Contribution to ISF	1,000,000	2,000,000	2,000,000		2,000,000
Subtotal - Transfers Out & Contributions	**4,336,114**	**11,067,815**	**26,339,924**	**72,198**	**26,412,122**
Total Expenditures	**$85,267,172**	**$105,086,662**	**$122,505,899**	**$372,198**	**$122,878,097**
GF Impact (Include CIP & Transfers)	**$14,093,010**	**$3,701,000**	**($13,718,237)**	**($372,198)**	**($14,168,335)**
TOTAL GENERAL FUND BALANCE	**$223,857,505**	**$227,558,505**	**$210,139,268**		**$209,689,170**

Contracted Services Detail	Actual 2021-22	Adopted 2022-23	Amended 2022-23		New Amended 2022-23
Police Services [1]	$21,437,403	$22,294,777	$21,788,548		$21,788,548
Fire Services [1]	14,699,226	14,609,570	14,699,227		14,699,227
Maintenance Services (MCE)	5,875,493	5,933,838	5,933,838		5,933,838
Development	3,876,551	4,107,935	5,259,552		5,259,552
Other Contracted Services	7,031,956	12,749,099	13,521,353	300,000	13,821,353
Total Contracted Services	**$52,920,629**	**$59,695,219**	**$61,202,517**	**$300,000**	**$61,502,517**

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

GENERAL FUND RESERVES SUMMARY- Q1 FY 2022-23

Attachment 2

RESERVE DESCRIPTION	Actual 2021-22	Increase 2022-23	Decrease 2022-23	Net Change	Projected 2022-23
Non-Spendable	**$10,541**				**$10,541**
Prepaid Expenses	**10,541**				**10,541**
Restricted	**$4,261,640**				**$4,261,640**
Cemetery Endowment	**60,000**				**60,000**
Developer Contribution - Downtown	**1,490,000**				**1,490,000**
Developer Contr - Heritage Park	**19,000**				**19,000**
Developer Contr - Nature Park	**60,000**				**60,000**
Section 115 Trust - Pension	**1,882,640**				**1,882,640**
Heritage Park Maintenance	**750,000**				**750,000**
Committed	**$73,346,367**		**($9,786,690)**	**($9,786,690)**	**$63,559,678**
Advance to Public Facility Fee	**9,523,096**				**9,523,096**
Downtown Public Improvement	**15,176,230**		(426,221)	(426,221)	**14,750,009**
Economic Stability	**8,000,000**				**8,000,000**
Emergency Communications	**532,113**				**532,113**
Fire Svcs Pension/OPEB	**5,671,094**				**5,671,094**
Innovations & New Opportunity	**1,026,591**		(132,093)	(132,093)	**894,498**
One-Time Initiative - Capital	**6,419,657**		(1,420,149)	(1,420,149)	**4,999,508**
One-Time Initiative - Operating	**503,860**				**503,860**
Public Safety Reserve	**2,600,000**				**2,600,000**
Specific Committed Reserves					
Cemetery Expansion (CIP)	**13,748**		(13,748)	(13,748)	
Contribution to Public Facility Fee	**6,000,000**				**6,000,000**
Cultural Arts Center (CIP)	**7,139,197**		(6,964,197)	(6,964,197)	**175,000**
Don Biddle Park (CIP)	**675,193**		(675,193)	(675,193)	
Fallon Sports Park III Contingency	**510,500**		(100,000)	(100,000)	**410,500**
Lease Revenue Bond Payoff	**6,000,000**				**6,000,000**
Maintenance Facility (CIP)	**55,089**		(55,089)	(55,089)	
Utility Undergrounding (CIP)	**3,500,000**				**3,500,000**
Assigned	**$93,266,322**		**($9,633,178)**	**($9,633,178)**	**$83,633,144**
Accrued Leave	**1,308,044**				**1,308,044**
Catastrophic Loss	**17,710,320**				**17,710,320**
CIP Carryovers	**4,088,843**		(4,088,843)	(4,088,843)	
Fiscally Responsible Adjustment	**325,000**				**325,000**
Municipal Regional Permit	**2,209,778**		(2,182,419)	(2,182,419)	**27,359**
Non-Streets CIP Commitments	**3,276,777**		(4,277)	(4,277)	**3,272,500**
Operating Carryovers	**1,600,546**		(1,600,546)	(1,600,546)	
Parks and Streets Contingency	**201,270**				**201,270**
Pension & OPEB	**17,000,000**				**17,000,000**
Relocate Parks Dept	**500,000**				**500,000**
Service Continuity	**3,150,000**				**3,150,000**
Dublin Blvd Extension - Placeholder	**20,000,000**				**20,000,000**
Specific Assigned Reserves					
ARPA Revenue Replacement	**665,878**				**665,878**
Climate Action Plan	**3,000,000**		(62,000)	(62,000)	**2,938,000**
Contribution to ISF	**1,500,000**				**1,500,000**
Façade Improvement Grants	**364,256**				**364,256**
HVAC Replace. & Civic Ctr Improv. (CIP)	**3,278,409**		(1,307,892)	(1,307,892)	**1,970,517**
Pavement Management	2,000,000				**2,000,000**
Public Safety Complex (CIP)	**87,200**		(87,201)	(87,201)	
Village Pkwy Pavement Reconstruction	**11,000,000**		(300,000)	(300,000)	**10,700,000**
Unassigned	**$52,972,635**	**$19,419,868**	**($14,168,335)**	**$5,251,533**	**$58,224,167**
Unassigned-Unrealized Gains	**(11,008,294)**				**(11,008,294)**
Unassigned (Available)	**63,980,929**				**56,224,167**
TOTAL RESERVES	**$223,857,505**	**$19,419,868**	**($33,588,203)**	**($14,168,335)**	**$209,689,170**

CITY OF DUBLIN
FISCAL YEAR 2022-23
BUDGET CHANGE FORM

Budget Change Reference #: _____

City Council's Approval Required

From Un-Appropriated Reserves X Budget Transfer Between Funds _____

From Designated Reserves _____ Other _____

OPERATING EXPENDITURES		
General Fund - Public Works - Contract Services		
10016000.64001	$300,000.00	Property damage repair costs that will be submitted for insurance reimbursement
IT Internal Service Fund - Information Systems - Software		
66051400.61108	$18,000.00	Higher than budgeted maintenance and licensing fee for Situational Awareness Camera
Measure D Fund - Environmental Services		
23026200.61xxx (Operating Supplies/Training)	$15,335.00	Increase in promotional materials/giveaways, conferences/training
23026200.64102 (MCE Additional Services)	$15,000.00	MCE cost for compost/mulch application at Dublin Pride
23026200.61108 (Software)	$36,000.00	Green Challenge and Recyclist database
23026230.61104 (Operating Supplies)	$65,000.00	Three stream containers for public locations, compost for carbon sequestration pilot project, water bottle fill stations.
23026230.64001 (Contract Services)	$175,000.00	Contract services for SB 1383 implementation franchise agreement technical assistance.
Local Recycling Program Fund - Environmental Services		
23046200.61104 (Operating Supplies)	$45,000.00	Three stream containers for public locations, SB 1383 educational materials.
23046200.64001 (Contract Services)	$15,000.00	SB 1383 outreach and inspections of edible food generators.
CIPs		
Imagine Playground Dublin Sports Ground		
PK0518.1001 (General Fund)	$48,320.32	Change funding source for the CIP, CIP does not have any eligible expenditures that are reimbursable by Measure D Fund, remaining projects costs are consulting service that are not eligible for Measure D Fund
PK0518.2302 (Measure D Fund)	($48,320.32)	
10010010.89101 (General Fund Transfers Out)	$23,378.16	
23020000.49999 (Measure D Fund Transfers In)	$23,378.16	
Police Services Building		
GI0116.2302 (23020010.89101) (Measure D Fund Transfers Out)	($34,250)	CIP does not have any eligible expenditures that are reimbursable by Measure D Fund, make available the funding for operating programs
GI0116.9400.9401 (Improvements)	($34,250)	
33009310.49999 (Transfers In)	($34,250)	

As Presented at the City Council Meeting **12/6/2022**

***********Finance Use Only***********

Posted By: _____ Date: _____

Agenda Item 4.12

STAFF REPORT
CITY COUNCIL

DATE: December 6, 2022

TO: Honorable Mayor and City Councilmembers

FROM: Linda Smith, City Manager

SUBJECT: Authorizing Remote Meetings of City Council and City Commissions Due to Increase in COVID-19 Cases
Prepared by: John Bakker, City Attorney

EXECUTIVE SUMMARY:

From March 2020 through September 2021, the City conducted meetings of its legislative bodies remotely pursuant to various executive orders that suspended certain Brown Act provisions. In October 2021, the City returned to in-person meetings and the Brown Act was amended to allow for teleconferencing during a state of emergency. Under the new law, AB 361, the City can continue to conduct virtual meetings where the Governor has proclaimed a State of Emergency, or state or local health officials have imposed or recommended social distancing, if the City Council makes certain required findings. From January 11 – February 10, 2022, and since May 3, 2022, the City Council has operated under a resolution pursuant to AB 361 authorizing teleconferenced meetings for at least 30 days. The City Council will consider adopting a resolution that would allow for virtual attendance for the next 30 days.

STAFF RECOMMENDATION:

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

FINANCIAL IMPACT:

None.

DESCRIPTION:

On March 4, 2020, Governor Newsom declared a State of Emergency to make additional resources available, formalize emergency actions already underway across multiple state agencies and departments, and help the State address the broader spread of COVID-19.

On March 18, 2020, the City Council adopted a resolution ratifying the proclamation of a local state of emergency by the Director of Emergency Services due to COVID-19.

On March 17, 2020, in response to the COVID-19 pandemic, Governor Newsom issued Executive Order N-29-20, which suspended certain provisions of the Brown Act in order to allow local legislative bodies to conduct meetings telephonically or by other means. Additionally, the State implemented a shelter-in-place order, requiring all non-essential personnel to work from home.

At that time and through September 2021, the City's legislative bodies met by teleconference. On June 11, 2021, Governor Newsom issued Executive Order N-08-21, which among other things, rescinded certain clauses of Executive Order N-29-20 after September 30, 2021, including clauses that suspended certain provisions of the Brown Act. Thus, effective October 1, 2021, agencies would have had to transition back to public meetings held in full compliance with the Brown Act. The City of Dublin began meeting in person beginning in October 2021.

Since the Governor issued Executive Order N-08-21, the highly contagious Delta variant has emerged, causing a spike in cases throughout the state and within the Alameda County. Additionally, since then, the Omicron variants have emerged and been designed as a variant of concern by the United States, and the number of cases in the City have increased over the last month.

On September 16, 2021, the Governor signed AB 361 (2021) which allows for local legislative and advisory bodies to continue to conduct meetings via teleconferencing under specified conditions and includes a requirement that the Council make specified findings. AB 361 took effect immediately.

AB 361 allows local legislative bodies to continue to meet remotely after the expiration of the clauses of Executive Order N-29-20. Under AB 361, the City and its legislative bodies may meet remotely when:

- The local agency holds a meeting during a declared state of emergency;
- State or local health officials have imposed or recommended measures to promote social distancing;
- Legislative bodies declare the need to meet remotely due to present imminent risks to the health or safety of attendees.

On January 11, 2022, the City Council adopted a resolution authorizing remote teleconferenced meetings for a period of 30 days pursuant to AB 361. That resolution expired on February 10, 2022.

At its April 19, 2022 meeting, the City Council directed Staff to bring a resolution to the May 3, 2022 meeting to allow the City Council and the City's legislative bodies to meet virtually, including hybrid meetings, pursuant to AB 361. At its May 3, May 17, June 7, June 21, July 19, August 16, September 6, 2022, October 18, 2022, November 1, 2022, and November 15, 2022 meetings, the City Council adopted Resolution Nos. 39-22, 48-22, 65-22, 84-22, 92-22, 101-22, 104-22, 120-22, 127-22, and 130-22 respectively, that included the necessary findings pursuant to AB 361 to allow the City Council and the City's legislative bodies to meet remotely or in a hybrid format for 30 days.

The City meets the requirements to hold meetings remotely in order to ensure the health and safety of the public:

- The Governor has declared a State of Emergency, and the City Council has ratified the proclamation of a local emergency by the Director of Emergency Services;
- The CDC recommends social distancing of at least six feet due to COVID-19;
- There continues to be COVID-19 cases within the state and throughout Alameda County;
- Meeting in person would present imminent risks to the health or safety of attendees, the legislative bodies, and staff.

The proposed resolution includes the necessary findings pursuant to AB 361 to allow the City Council and the City's legislative bodies to meet remotely or in a hybrid format for the next 30 days. The City Council would need to adopt a subsequent resolution declaring the need to continue to meet remotely to allow for such meetings after that 30-day period.

STRATEGIC PLAN INITIATIVE:

None.

NOTICING REQUIREMENTS/PUBLIC OUTREACH:

The City Council Agenda was posted.

ATTACHMENTS:

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

RESOLUTION NO. xx-22

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUBLIN

FINDING THAT THERE IS A PROCLAIMED STATE OF EMERGENCY; FINDING THAT MEETING IN PERSON WOULD PRESENT IMMINENT RISKS TO THE HEALTH OR SAFETY OF ATTENDEES AS A RESULT OF THE STATE OF EMERGENCY; AND AUTHORIZING REMOTE TELECONFERENCED MEETINGS OF THE LEGISLATIVE BODIES OF THE CITY OF DUBLIN PURSUANT TO AB 361

WHEREAS, all meetings of the City of Dublin's legislative bodies are open and public, as required by the Ralph M. Brown Act (Cal. Gov. Code sections 54950 – 54963), so that any member of the public may attend, participate, and watch the City's legislative bodies conduct their business; and

WHEREAS, on March 4, 2020, Governor Newsom declared a State of Emergency to make additional resources available, formalize emergency actions already underway across multiple state agencies and departments, and help the State prepare for a broader spread of the novel coronavirus disease 2019 ("COVID-19"); and

WHEREAS, on March 18, 2020, the City Council adopted a resolution ratifying the proclamation of a local emergency by the Director of Emergency Services due to COVID-19; and

WHEREAS, on March 17, 2020, in response to the COVID-19 pandemic, Governor Newsom issued Executive Order N-29-20 suspending certain provisions of the Ralph M. Brown Act in order to allow local legislative bodies to conduct meetings telephonically or by other means; and

WHEREAS, as a result of the COVID-19 pandemic, and pursuant to Executive Order N-29-20 and its successors, the City Council met primarily virtually through September 2021; and

WHEREAS, on June 11, 2021, Governor Newsom issued Executive Order N-08-21, which, effective September 30, 2021, ended the provisions of Executive Order N-29-20 that allows local legislative bodies to conduct meetings telephonically or by other means; and

WHEREAS, on September 16, 2021, Governor Newsom signed AB 361 (2021) which allows for local legislative bodies and advisory bodies to conduct meetings via teleconferencing under specified conditions and includes a requirement that the City Council make specified findings. AB 361 (2021) took effect immediately; and

WHEREAS, under AB 361 (2021), an agency meeting virtually requires that the Governor declare a State of Emergency pursuant to Government Code section 8625; and

WHEREAS, AB 361 (2021) further requires that state or local officials have imposed or recommended measures to promote social distancing, or, requires that the legislative body determines that meeting in person would present imminent risks to the health and safety of attendees; and

WHEREAS, such conditions now exist in the City, specifically, Governor Newsom has

declared a State of Emergency due to COVID-19; and

WHEREAS, since the issuance of Executive Order N-08-21, the highly contagious Delta variant of COVID-19 has emerged, causing an increase in COVID-19 cases throughout the State and Alameda County; and

WHEREAS, on November 30, 2021, the Omicron variant was designated as a variant of concern by the United States; and

WHEREAS, cases of the highly contagious Omicron variant, including a subvariant called BA.2, continue to occur in Alameda County and require quarantine periods for exposure; and

WHEREAS, the Centers for Disease Control and Prevention ("CDC") continues to recommend physical distancing of at least 6 feet from others outside of the household; and

WHEREAS, because of the ongoing existence COVID-19 cases due in part to the highly contagious Omicron variants of COVID-19, the City is concerned about the health and safety of all individuals who intend to attend City Council and meetings of the City's other legislative bodies; and

WHEREAS, the City Council finds that the imminent risks of the City's legislative bodies holding in person meetings to the health or safety of attendees exists due in part to the Omicron variants of COVID-19; and

WHEREAS, the City Council finds, acting as a legislative body pursuant to Government Code section 54952(a) and for the benefit of all legislative bodies created by the City Council pursuant to Government Code section 54952(b), that the presence of COVID-19 and the Delta and Omicron variants would present imminent risks to the health or safety of attendees, staff, and members; and

WHEREAS, teleconference meetings may include hybrid meetings, in which all or some members of the legislative body meet in person while others attend by teleconference, and members of the public are either allowed to participate only by teleconference or both in person and by teleconference ("hybrid meetings"). The purpose of hybrid meetings is to allow for multiple modes of attending meetings while reducing the risks of COVID-19, including the Delta and Omicron variants; and

WHEREAS, the City shall ensure that its meetings comply with the provisions required by AB 361 (2021) for holding teleconferenced meetings.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Dublin as follows:

1. The above recitals are true and correct, and incorporated into this Resolution.

2. In compliance with AB 361 (2021), and in order to continue to conduct teleconference meetings without complying with the usual teleconference meeting requirements of the Brown Act, the City Council makes the following findings:

   a) The City Council has considered the circumstances of the state of emergency; and

   b) The state of emergency, as declared by the Governor and City Council, and as specifically related to cases apparently resulting from the Omicron variant, directly

impacts the ability of the City Council and the City's legislative bodies, as well as staff and members of the public, to meet safely in person; and

c) The CDC continues to recommend physical distancing of at least six feet due to COVID-19 and as a result of the presence of COVID-19, meeting in person would present imminent risks to the health or safety of attendees, the legislative bodies and staff.

3. City staff is directed to facilitate any teleconference meetings, including hybrid meetings, of the City Council and City's legislative bodies in compliance with AB 361, in order to better ensure the health and safety of the public for a period of thirty days following the adoption of this resolution.

PASSED, APPROVED, AND ADOPTED this 6th day of December 2022 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

_____

Mayor

ATTEST:

_____

City Clerk

Agenda Item 8.1

STAFF REPORT
CITY COUNCIL

DATE: December 6, 2022

TO: Honorable Mayor and City Councilmembers

FROM: Linda Smith, City Manager

SUBJECT: Approval of Conceptual Plan for Jordan Ranch Neighborhood Square
Prepared by: Rosemary Alex, Parks and Facilities Development Coordinator

EXECUTIVE SUMMARY:

The City Council will consider approval of the conceptual plan for Jordan Ranch Neighborhood Square.

STAFF RECOMMENDATION:

Receive the presentation and approve the Jordan Ranch Neighborhood Square conceptual plan - "The Forest" (CIP No. PK0322).

FINANCIAL IMPACT:

As approved in the 2022-2027 Capital Improvement Program (CIP), the total budget for Jordan Ranch Neighborhood Square, CIP No. PK0322, is $2,798,947 and the available budget for construction is $1,911,749. The concept plan is estimated to cost $1.9 million. There are sufficient funds available for this project.

DESCRIPTION:

The Jordan Ranch Neighborhood Square, CIP Project No. PK0322, (Attachment 1) was approved in the 2020-2025 Capital Improvement Program (CIP) with funding for design beginning in Fiscal Year 2021-22. The park is located on Central Parkway, surrounded by Pino Grande Road, Twain Harte Road, and Pandora Way. In April 2022, Staff engaged SWA Group, a firm from the City's approved list of on-call landscape architectural consultants, to assist with this project. Staff and the consultant team started a community input and conceptual design process, which is described below.

Community Input Process

Currently underway, the community input process has spanned several months between May and December 2022. The process includes input from the community, the development of three conceptual plans, recommendations from the Parks and Community Services Commission, and concept plan review and approval by the City Council.

Listening Phase

In late-May 2022, Staff established a project webpage on the City's website and provided direct mail communications to the immediate neighborhood surrounding the park to receive community input. The communications included a survey link and an invitation to participate in an online community meeting. As a result of the public outreach, the City received over 200 responses to the survey, and two residents participated in the June online meeting. The survey results are in Attachment 2.

Interpretation Phase

After the Listening Phase, the consultant team analyzed the feedback received from the online meeting and survey and developed three concept plans for the park. A second public meeting was held on August 13, 2022, at the future park site, with more than 100 community members in attendance. The three concept plans were presented at the public meeting. Participants provided verbal and written feedback regarding their preferences for the park. Out of 108 respondents, 'The Forest" park concept plan received 74 votes as the first preference, and the balance of 34 was distributed between the other two concepts.

Refinement Phase

During the August 13, 2022, public meeting, additional input led to refinements to "The Forest" park concept plan. Key changes included the addition of a slide hill in the play area, fitness stations, bar-b-ques, and pollinator plantings, as shown in Attachment 3.

"The Forest" park concept plan includes the following amenities:

- One multi-use court that allows for basketball and futsal
- Picnic tables and shade elements adjacent to multi-use court
- Reservable picnic area with shade elements and BBQ
- Fitness stations
- Playgrounds for ages 2 to 5 years and 5 to 12 years
- Grass area for free play
- Interior pathways for circulation and exercise

At the October 17, 2022 Parks and Community Services Commission meeting, the Commission recommended that the "The Forest" park concept plan be approved without any further modifications.

STRATEGIC PLAN INITIATIVE:

None.

NOTICING REQUIREMENTS/PUBLIC OUTREACH:

The City Council Agenda was posted and e-mailed to the individuals who participated in the public meetings.

ATTACHMENTS:

1) CIP No. PK0322
2) Final Survey Results
3) Park Concept Plan “The Forest”

Number **PK0322** **JORDAN RANCH NEIGHBORHOOD SQUARE** Program **PARKS**

PROJECT DESCRIPTION

This project provides for the planning, design, and construction of a 2.0-acre neighborhood square in the Jordan Ranch Development. The neighborhood square will be designed in accordance with the Neighborhood Square Standards contained in the Parks and Recreation Master Plan. The planning phase is anticipated to begin in Fiscal Year 2021-22. Construction is anticipated to begin Fiscal Year in 2022-23.

ANNUAL OPERATING IMPACT: $57,000

MANAGING DEPARTMENT: Public Works

				2022-2027 CAPITAL IMPROVEMENT PROGRAM						
ESTIMATED COSTS		**PRIOR YEARS**	**2021-2022 BUDGET**	**2022-2023**	**2023-2024**	**2024-2025**	**2025-2026**	**2026-2027**	**FUTURE YEARS**	**TOTALS**
9100	Salaries & Benefits		$51,018	$56,160	$10,400					$117,578
9200	Contract Services		$200,000	$189,080	$27,500					$416,580
9400	Improvements		$9,063	$911,811	$990,875					$1,911,749
9500	Miscellaneous		$143,040	$210,000						$353,040
TOTAL			**$403,121**	**$1,367,051**	**$1,028,775**					**$2,798,947**

FUNDING SOURCE		**PRIOR YEARS**	**2021-2022 BUDGET**	**2022-2023**	**2023-2024**	**2024-2025**	**2025-2026**	**2026-2027**	**FUTURE YEARS**	**TOTALS**
4100	Public Facility Fees		$403,121	$1,367,051	$1,028,775					$2,798,947
TOTAL			**$403,121**	**$1,367,051**	**$1,028,775**					**$2,798,947**

ANNUAL OPERATING IMPACT						**$57,000**	**$57,000**		

LETS TALK ABOUT

JORDAN RANCH NEIGHBORHOOD SQUARE

FINAL SURVEY RESULTS

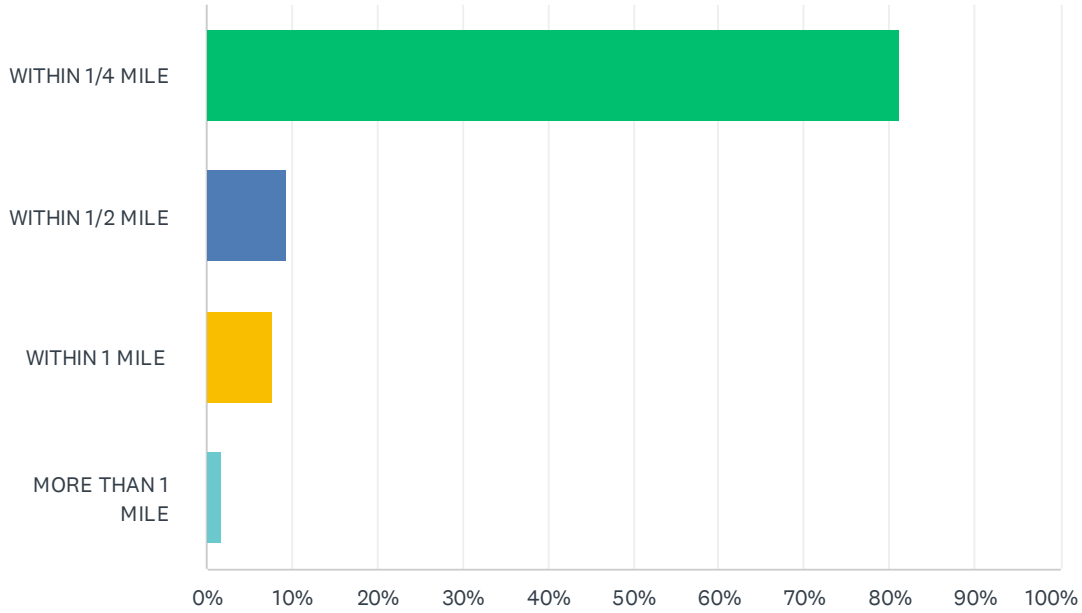
06.17.2022

The City of Dublin would like your input to kick-off the design for a new neighborhood square at Jordan Ranch.
Please take a few moments to share your vision for the new park!



Q1 Do you live near the future neighborhood park?See map below for reference.

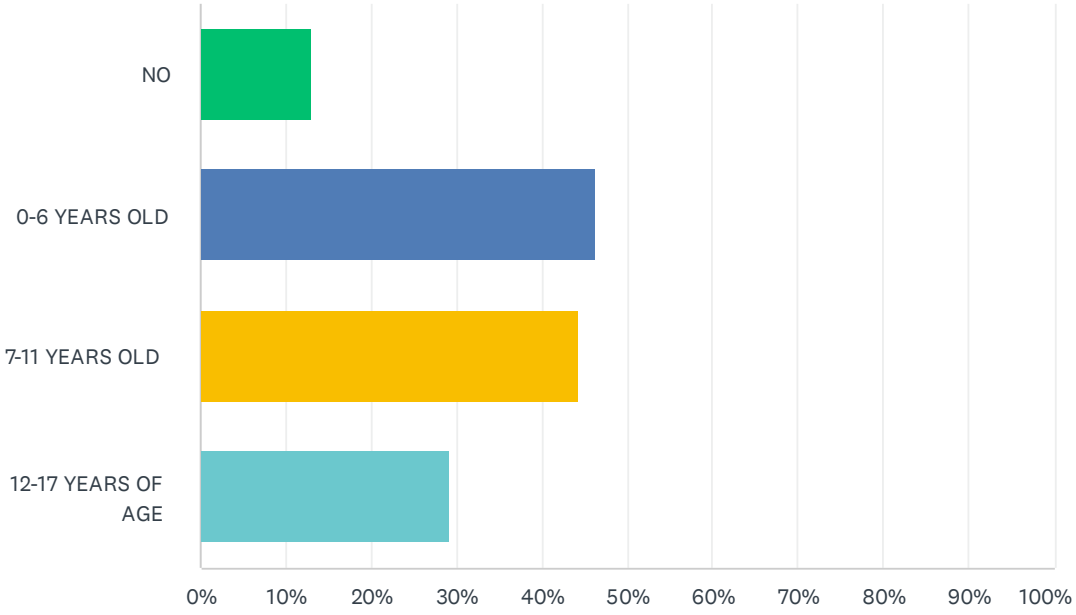
Answered: 224 Skipped: 0



ANSWER CHOICES	RESPONSES	
WITHIN 1/4 MILE	81.25%	182
WITHIN 1/2 MILE	9.38%	21
WITHIN 1 MILE	7.59%	17
MORE THAN 1 MILE	1.79%	4
TOTAL		224

Q2 Do you have children under the age of 18 (Choose all that apply)?

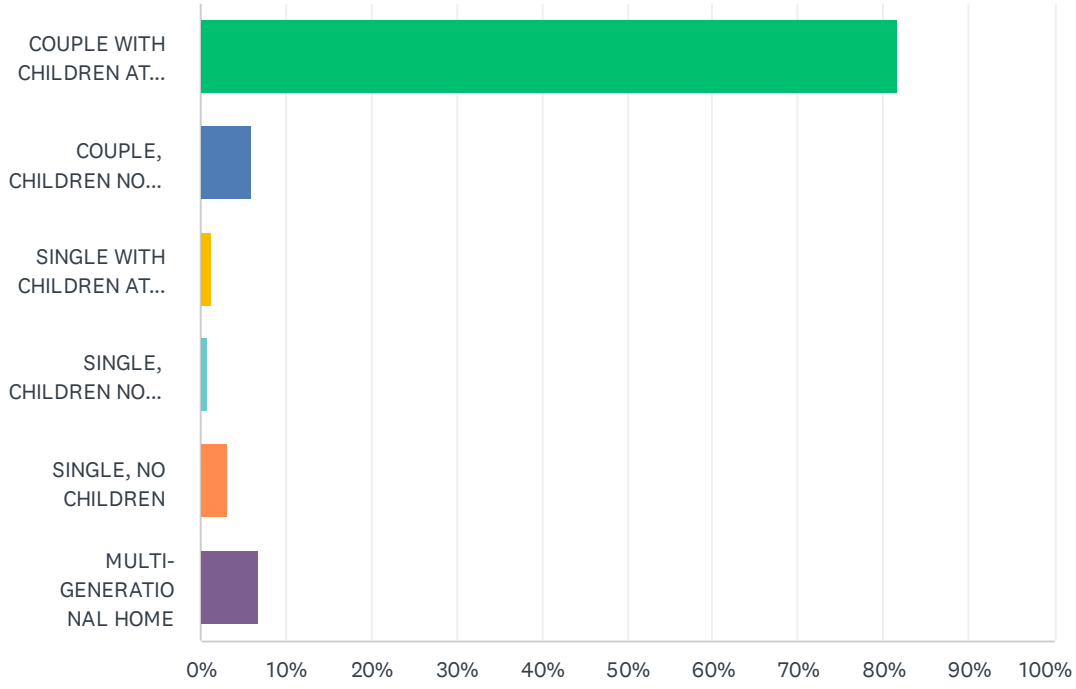
Answered: 216 Skipped: 8



ANSWER CHOICES	RESPONSES	
NO	12.96%	28
0-6 YEARS OLD	46.30%	100
7-11 YEARS OLD	44.44%	96
12-17 YEARS OF AGE	29.17%	63
Total Respondents: 216		

Q3 Which of these categories best applies to your household?

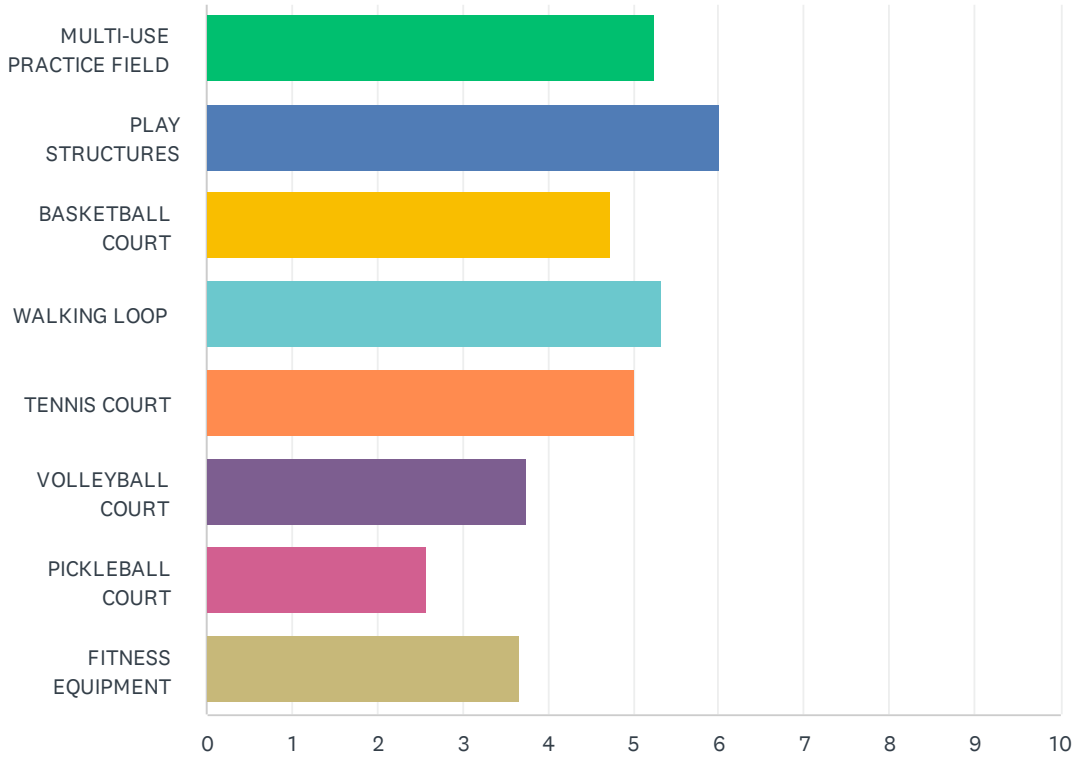
Answered: 219 Skipped: 5



ANSWER CHOICES	RESPONSES	
COUPLE WITH CHILDREN AT HOME	81.74%	179
COUPLE, CHILDREN NO LONGER AT HOME	5.94%	13
SINGLE WITH CHILDREN AT HOME	1.37%	3
SINGLE, CHILDREN NO LONGER AT HOME	0.91%	2
SINGLE, NO CHILDREN	3.20%	7
MULTI-GENERATIONAL HOME	6.85%	15
TOTAL		219

Q4 Which athletic & active facilities would you like to see in your future park? Rank the options with 1 being the most appropriate and 8 the least.

Answered: 206 Skipped: 18



	1	2	3	4	5	6	7	8	TOTAL	SCORE
MULTI-USE PRACTICE FIELD	12.11% 23	15.26% 29	23.68% 45	21.05% 40	8.42% 16	8.42% 16	3.68% 7	7.37% 14	190	5.25
PLAY STRUCTURES	37.11% 72	15.98% 31	12.89% 25	9.79% 19	9.79% 19	3.61% 7	5.67% 11	5.15% 10	194	6.02
BASKETBALL COURT	7.89% 15	18.42% 35	12.11% 23	16.84% 32	14.74% 28	13.16% 25	8.42% 16	8.42% 16	190	4.73
WALKING LOOP	13.09% 25	23.56% 45	16.75% 32	12.57% 24	16.75% 32	5.76% 11	4.19% 8	7.33% 14	191	5.33
TENNIS COURT	21.03% 41	11.28% 22	10.77% 21	11.79% 23	15.90% 31	14.36% 28	9.74% 19	5.13% 10	195	5.02
VOLLEYBALL COURT	2.11% 4	4.74% 9	10.53% 20	12.11% 23	16.84% 32	31.05% 59	18.42% 35	4.21% 8	190	3.75
PICKLEBALL COURT	3.24% 6	2.16% 4	2.16% 4	8.11% 15	7.57% 14	10.81% 20	34.05% 63	31.89% 59	185	2.57
FITNESS EQUIPMENT	7.41% 14	12.17% 23	10.58% 20	7.94% 15	7.41% 14	10.58% 20	13.76% 26	30.16% 57	189	3.67

Q5 Are there any facility types you would like to see in this park not listed above?

Answered: 76 Skipped: 148

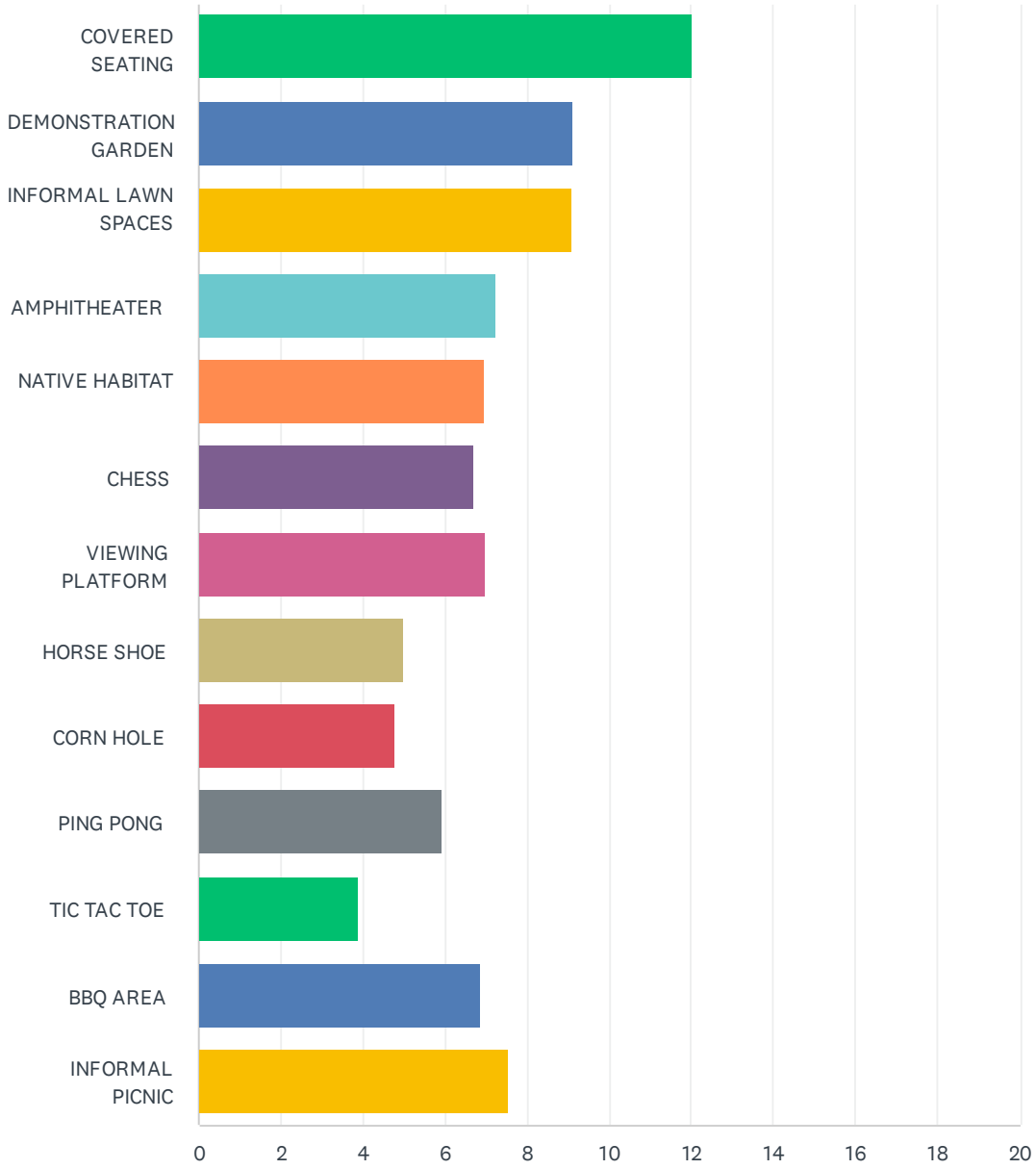
#	RESPONSES	DATE
1	Gazebos, benches and pergolas. Trees and flowers.	6/16/2022 11:12 PM
2	Trampoline and zip line	6/16/2022 9:45 PM
3	Hand ball	6/16/2022 8:17 PM
4	water playa area	6/15/2022 11:31 PM
5	YOU NEED A BASKETBALL COURT!	6/15/2022 8:51 PM
6	For fitness equipment, I would love to see some pull-up bars. There is very few of these at dublin parks if any. It would be a great addition to have and I believe they would be widely used. Please, please add some pull up bars.	6/15/2022 12:13 PM
7	Soccer goals	6/14/2022 2:23 PM
8	Cricket field	6/14/2022 2:22 PM
9	Picnic tables	6/11/2022 8:09 PM
10	Zip lining	6/10/2022 10:04 AM
11	A small fountain and small trees lining the boundary	6/10/2022 8:57 AM
12	BBQ PICNIC AREA	6/10/2022 7:23 AM
13	Cycling	6/9/2022 6:24 PM
14	Swimming pool	6/9/2022 8:20 AM
15	Restroom and benches and plants	6/8/2022 10:34 PM
16	Fence dog park	6/8/2022 9:56 PM
17	Picnic tables	6/8/2022 9:42 PM
18	Swimming pool	6/8/2022 9:39 PM
19	Cricket Nets	6/8/2022 9:39 PM
20	Benches/ picnic area	6/8/2022 9:28 PM
21	Swimming pool	6/8/2022 4:18 PM
22	Bathrooms	6/8/2022 2:59 PM
23	Cricket Pitch, Bike and Skateboard friendly	6/8/2022 2:01 PM
24	BBQ Grills , tables and chairs	6/7/2022 5:47 PM
25	More tennis	6/6/2022 8:48 PM
26	Benches for people to sit	6/6/2022 7:02 PM
27	Dont build any sports facilities. Fallon sports park is close by.	6/6/2022 6:13 PM
28	There is dire scarcity of tennis courts in dublin. 50% of the courts are taken by Arora during peak hours when tax paying public wants to play. Please do visit the tennis courts in the evenings to see people waiting over an hour to get a court.	6/6/2022 5:47 PM
29	A fountain or a small water pool with tiny waterfall would be a new add on to the area for recreational value	6/6/2022 5:45 PM

30	Tennis Courts are very less in Dublin and need a few more to help Dublin residents / tax payers	6/6/2022 5:41 PM
31	None.	6/6/2022 5:39 PM
32	Please build these with lights	6/6/2022 5:30 PM
33	Sitting space and a lot of greenery.	6/6/2022 5:27 PM
34	Sitting area with benches and a restroom	6/6/2022 8:36 AM
35	A community swimming pool would be our favorite option. Thank you.	6/5/2022 5:44 PM
36	Must be safe and secure	6/5/2022 11:43 AM
37	Picnic / BBQ area	6/5/2022 8:48 AM
38	Badminton court.	6/4/2022 11:43 PM
39	dog park?	6/4/2022 8:32 PM
40	Swimming pool or water park! Our community really needs a swimming pool for the kids.	6/4/2022 8:11 PM
41	I prefer Dog park than athletic facilities. There are at least 4 in 5 houses here in Jordan Ranch with dogs and there is no large dog park within 5miles. Fallon Sports park and Cotton Creek School has athletic facilities to use, but no Dog park near.	6/4/2022 12:10 PM
42	A picnic area	6/3/2022 9:51 PM
43	Play structure should include slides, swing set, etc.	6/3/2022 8:41 PM
44	Picnic Area	6/3/2022 8:17 PM
45	Covered picnic spot	6/3/2022 8:09 PM
46	Small patch for Yoga , surrounded by serene plants. Table n chair for neighborhood catch up. Small garden around walk patch	6/3/2022 5:21 PM
47	water theme park	6/3/2022 12:25 PM
48	Kids play structures	6/2/2022 8:14 PM
49	Swimming pool	6/2/2022 6:48 PM
50	Swimming pool	6/2/2022 6:22 PM
51	Swimming pool	6/2/2022 6:03 PM
52	Swimming pool	6/2/2022 5:56 PM
53	Swimming pool	6/2/2022 5:55 PM
54	play area for kids	6/2/2022 5:55 PM
55	Swimming pool	6/2/2022 5:50 PM
56	Swim pool	6/2/2022 3:47 PM
57	Picnic tables	6/2/2022 2:45 PM
58	community swimming pool	6/2/2022 2:03 PM
59	Swimming pool Badminton court	6/2/2022 1:52 PM
60	Dog park	6/2/2022 1:40 PM
61	A BMX track.	6/2/2022 1:13 PM
62	Community Swimming pool and fitness center	6/2/2022 11:55 AM
63	There should be an overlook area to admire the view	6/1/2022 9:51 PM
64	just a quiet park please with trees, walkway and benches.	6/1/2022 7:50 PM
65	park is too small for any. And not enough parking, therefore, we should not attract people to	6/1/2022 5:26 PM

	come special for this area It should be an open space scenic area with trees, bench, flowers	
66	Dear City of Dublin Admin, as Jordan Ranch resident, we are really happy and appreciate your efforts to make this living environment beautiful, safe and healthy. For this designed area, I would like to request to build a swimming pool. In dublin, summer is really hot, the weather goes up to 98 or 100 degrees. We really need to build more swim area for kids and adult to hangout. In this area, we don't have any swimming pool. We don't need playground as we near so many parks, city of sports, Jordan ranch park…, we have a nice neighborhood to walk around and jogging. We need swimming pool more than anything else. Thank you for your consideration	6/1/2022 4:35 PM
67	We definitely need a swimming pool!	6/1/2022 4:09 PM
68	Warm swimming pool there's no swimming pool around.	6/1/2022 4:01 PM
69	Rubberized running track	6/1/2022 1:12 PM
70	Dog park area	6/1/2022 11:23 AM
71	no	6/1/2022 11:11 AM
72	Pool	5/31/2022 7:33 PM
73	Pull up bar	5/31/2022 7:10 PM
74	Cricket Court	5/29/2022 10:06 PM
75	Fitness and a running loop.	5/28/2022 12:02 AM
76	Skateboarding park	5/27/2022 3:38 PM

Q6 Which amenities would you like to see in your park?Rank the options with 1 being the most appropriate and 13 the least.

Answered: 200 Skipped: 24



	1	2	3	4	5	6	7	8	9	10	11
COVERED SEATING	59.69% 114	16.23% 31	13.61% 26	3.14% 6	1.05% 2	2.62% 5	1.05% 2	0.00% 0	2.09% 4	0.00% 0	0.5
DEMONSTRATION GARDEN	8.43% 15	18.54% 33	11.80% 21	17.42% 31	7.87% 14	14.04% 25	4.49% 8	4.49% 8	1.12% 2	2.81% 5	2.2
INFORMAL LAWN SPACES	1.63% 3	13.59% 25	21.74% 40	16.85% 31	17.39% 32	6.52% 12	8.15% 15	3.80% 7	2.72% 5	0.00% 0	1.6
AMPHITHEATER	3.91% 7	3.91% 7	8.94% 16	12.29% 22	11.17% 20	13.41% 24	9.50% 17	8.38% 15	5.03% 9	7.26% 13	4.4
NATIVE HABITAT	1.13% 2	2.82% 5	2.82% 5	6.21% 11	20.90% 37	13.56% 24	15.82% 28	11.86% 21	5.65% 10	5.08% 9	3.3
CHESS	3.93% 7	2.81% 5	2.81% 5	6.18% 11	5.62% 10	17.42% 31	14.61% 26	12.92% 23	12.92% 23	6.18% 11	6.7
VIEWING PLATFORM	5.56% 10	7.22% 13	5.56% 10	4.44% 8	6.11% 11	8.33% 15	16.11% 29	11.67% 21	14.44% 26	8.89% 16	2.2
HORSE SHOE	0.00% 0	1.70% 3	0.57% 1	1.70% 3	2.27% 4	4.55% 8	6.82% 12	18.75% 33	19.89% 35	23.30% 41	10.8
CORN HOLE	0.00% 0	0.00% 0	1.69% 3	2.26% 4	6.21% 11	2.82% 5	7.34% 13	11.30% 20	16.95% 30	18.08% 32	18.6
PING PONG	3.91% 7	7.26% 13	5.03% 9	7.82% 14	5.59% 10	3.35% 6	4.47% 8	5.59% 10	9.50% 17	12.29% 22	15.0
TIC TAC TOE	0.57% 1	2.27% 4	1.14% 2	2.84% 5	3.98% 7	3.41% 6	3.98% 7	5.11% 9	3.98% 7	10.23% 18	25.0
BBQ AREA	8.02% 15	13.37% 25	10.70% 20	7.49% 14	4.28% 8	5.35% 10	4.28% 8	4.28% 8	2.67% 5	3.21% 6	4.8
INFORMAL PICNIC	7.85% 15	15.18% 29	15.18% 29	12.04% 23	7.33% 14	4.19% 8	2.09% 4	2.09% 4	1.57% 3	2.09% 4	2.6

THE FOREST

NEIGHBORHOOD UNDER THE TREES

DUBLIN
CALIFORNIA



FOREST PARK – NEIGHBORHOOD UNDER THE TREES



A NATURE PLAYGROUND – EXPLORING THE FOREST FLOOR



B DUBLIN BEACH– FUN UNDER THE SUN



C SHADE CANOPY GROVE– DISCOVER PLACES OF RESPITE IN THE FOREST

KEY FEATURES

- DENSE SHADE CANOPY FOR INFORMAL ACTIVITIES
- ACTIVATED PARK EDGES FOR PLAY
- FLEX LAWN





FLEX LAWN



FOREST PLAY



BIKE PARKING

PLEASE NOTE THE FOLLOWING:

- COMMUNITY INPUT PROVIDED IS SWA'S PRELIMINARY EVALUATIONS OF THE COMMUNITY'S RESPONSES. THE THEMES IDENTIFIED WERE EVALUATED AND EXTRACTED BY NOTING COMMENTS THAT APPEARED MULTIPLE TIMES AND ON DIFFERENT DESIGN OPTIONS.
- WE HAVE NOT INCLUDED COMMENTS THAT ARE NOT FEASIBLE FOR THE NEIGHBORHOOD SQUARE PARK. THESE COMMENTS WERE RELATED TO THE REQUEST TO INCLUDE WATER FEATURE, CERTAIN SPORTS COURT FACILITIES THAT WOULD NOT FIT THE SITE, AND RESTROOMS FACILITIES.

COMMUNITY INPUT

DESIGN

- COMMON THEME: THE FOREST DESIGN WAS THE COMMUNITIES 1ST CHOICE.
- DESIGN TAKEAWAY: PEOPLE SEEMED TO LIKE THE NATURAL DESIGN OF THIS OPTION AND HOW IT LENT ITSELF TO THE VALLEY VIEWS.
- DESIGN ACTION: SWA WILL CONTINUE TO DEVELOP THE FOREST DESIGN CONCEPT AND WILL INCORPORATE COMMUNITY INPUT.

SPORTS AND FITNESS

- COMMON THEME: THE COMMUNITY NOTED THAT SOME SORT OF SPORTS COURT AND FITNESS ACTIVITY, WAS IMPORTANT.
- DESIGN TAKEAWAY: A SPORT COURT IS WANTED BUT IT SHOULD NOT BE THE MAIN ELEMENT OF THE PARK.
- DESIGN ACTION: THE SPORTS COURT WILL BE INCLUDED IN THE PROJECT, AND SWA WILL BEGIN TO LOOK HOW TO INCORPORATE A MULTI-USE SPORTS COURT AND BE DEVELOPED INTO THE DESIGN.

PLAYGROUND

- COMMON THEME: A PLAYGROUND BE FOR CHILDREN OF ALL AGES.
- DESIGN TAKEAWAY: DESIGN A PLAYGROUND FOR ALL AGES AND INCLUDE PLAYGROUND SHOULD INCLUDE THE ELEMENT WANTED BY THE COMMUNITY. IT WAS NOTED THAT THERE WERE A FEW PLAY ELEMENTS IN OTHER DESIGN OPTIONS THAT THE COMMUNITY WOULD LIKE TO INCLUDE IN THE FOREST DESIGN SCHEME
- DESIGN ACTION: AS THE CONCEPT SCHEME MOVES INTO SCHEMATIC DESIGN SWA WILL DESIGN A PLAYGROUND THAT RESPONDS TO THE COMMUNITIES SUGGESTIONS.

BBQ

- COMMON THEME: THERE WERE SEVERAL COMMENT NOTING THAT MORE BBQ AREAS ARE NEEDED.
- DESIGN TAKEAWAY: ADD BBQ AREAS TO ADDRESS THE WANT.
- DESIGN ACTION: BBQ'S WILL BE ADDED TO EACH OF THE PICNIC AREAS. THE FINAL LOCATIONS AND QUANTITY OF BBQ'S WILL BE EVALUATED AND INCLUDED IN THE SCHEMATIC DESIGN PHASE.

GARDEN

- COMMON THEME: THERE WERE SEVERAL COMMENTS FOR A POLLINATOR GARDEN (SEVERAL COMMENTS FOR COMMUNITY GARDEN)
- DESIGN TAKEAWAY: A POLLINATOR GARDEN OR PROPERLY SELECTED PLANTING PALLET WOULD FIT NICELY INTO THE FOREST DESIGN CONCEPT. A COMMUNITY GARDEN MAYBE POSSIBLE, HOWEVER THIS WILL NEED TO BE EVALUATED BY THE CITY.
- DESIGN ACTION: SWA WILL BEGIN TO SELECT PLANT MATERIALS IN THE SCHEMATIC DESIGN PHASE, AND WILL INCLUDE POLLINATOR PLANTING IN THE LANDSCAPE DESIGN. A COMMUNITY GARDEN DOES NOT FIT INTO THE PROGRAM ELEMENT OR GUIDELINES OF A NEIGHBORHOOD SQUARE PARK, SO THIS ELEMENT WILL NOT BE INCLUDED IN THE DESIGN.

FLEX LAWN

- COMMON THEME: FLEX LAWN WAS SEEN AS AN IMPORTANT ITEM, AND SEVERAL USES WERE IDENTIFIED BY THE COMMUNITY, SUCH AS SPORTS LIKE VOLLEYBALL, AND ADDITIONAL PARK SEATING.
- DESIGN TAKEAWAY: THE FLEX LAWN IS IMPORTANT AND WILL BE INCLUDED IN THE FINAL DESIGN.
- DESIGN ACTION: THE FLEX LAWN WILL BE INCLUDED; HOWEVER, NO PERMANENT SPORTS ELEMENTS WILL BE INCLUDED. HOWEVER, THIS DOES NOT PREVENT THE COMMUNITY MEMBER FROM SETTING GAMES AND SPORTS ON AN AS NEEDED BASES, AND THE LAWN WILL BE DESIGN TO ACCOMMODATE MULTIPLE USES. BENCH SEATING WILL BE ADDED TO THE EDGE OF THE LAWN AREA.

VIEWS

- COMMON THEME: PROTECTING VIEWS
- DESIGN TAKEAWAY: THIS WILL BE EVALUATED AND STUDIED TO FIGURE OUT HOW TO BEST SUIT THE PARK AND THE COMMUNITY.
- DESIGN ACTION: SWA WILL LOOK ARE REVISING DESIGN GEOMETRIES TO ACCENTUATE THE VIEWS FROM THE PARK. SEAT HAS ALSO BEEN PROVIDED ALONG THE LAWN EDGE SO THAT VIEWS CAN BE PASSIVELY APPRECIATED.

SHADE

- COMMON THEME: SHADE IS IMPORTANT TO THE COMMUNITY
- DESIGN TAKEAWAY: WE WILL HAVE TO STUDY THIS TO MAKE SURE WE PROVIDE AN ADEQUATE AMOUNT OF SHADE ELEMENTS.
- DESIGN ACTION: SWA WILL FURTHER LOOKING INTO ENSURING SHADE IS PROVIDED IN KEY AREAS.

JORDAN RANCH NEIGHBORHOOD SQUARE

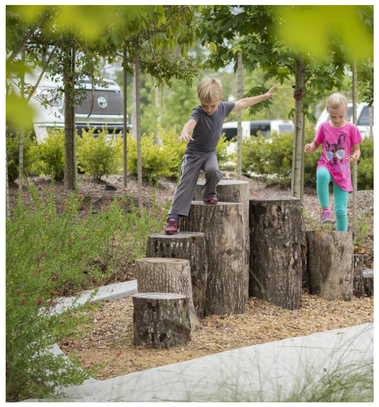
THE FOREST

NEIGHBORHOOD UNDER THE TREES

DUBLIN
CALIFORNIA
















JORDAN
RANCH
NEIGHBORHOOD
SQUARE

DUBLIN
CALIFORNIA

JORDAN RANCH NEIGHBORHOOD SQUARE

December 6th, 2022

PROJECT CONTEXT AND TIMELINE

This 2-acre park in the City of Dublin's Jordan Ranch Development will be designed as a neighborhood square for the surrounding community. Located off of Central Parkway and adjacent to Cottonwood Creek School, this park will be a central open space for the area and a playful gathering space for all.









SELECTED CONCEPT DESIGN

THE FOREST



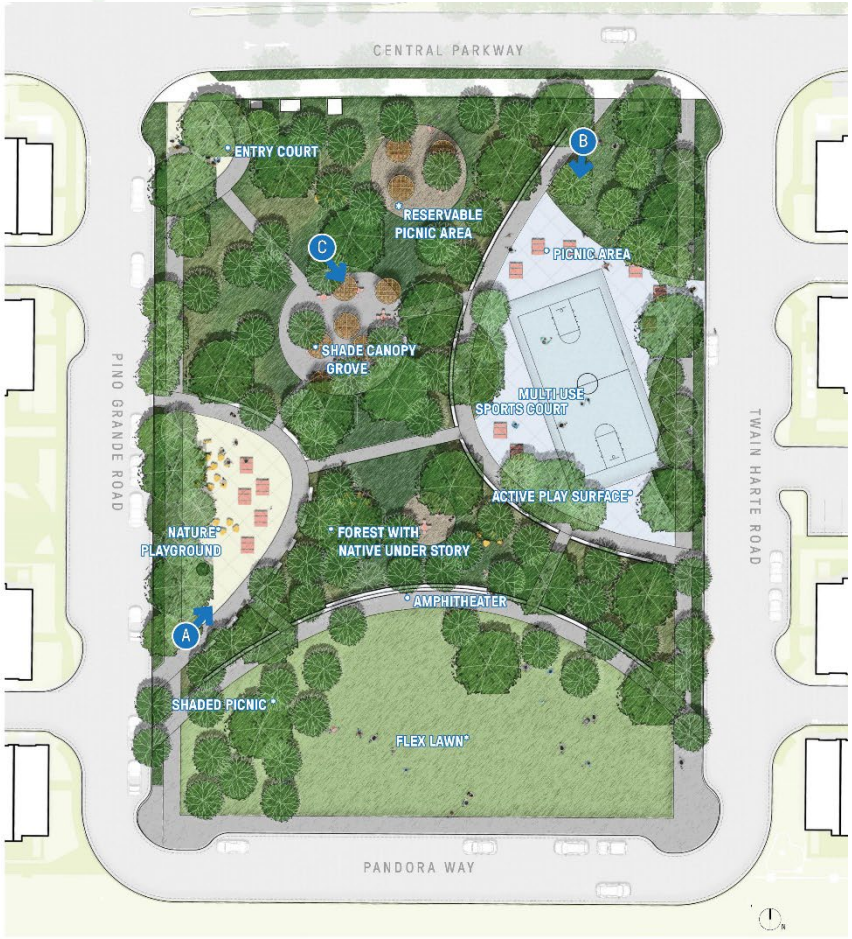
A NATURE PLAYGROUND – EXPLORING THE FOREST FLOOR



B FOREST PLAY- FUN UNDER THE SHADE



C SHADE CANOPY GROVE- DISCOVER PLACES OF RESPITE IN THE FOREST



REFINED CONCEPTUAL DESIGN

ADJUSTING PER RESIDENT/CITY COMMENTS

Summary of Changes:

1. Refinement of general site layout

2. Addition of fitness stations, bbq pits, a walking loop, a slide, and a pollinator garden into the forest scheme.

3. Multi-use court was determined to have basketball and futsal. Futsal was noted as a community want from masterplan surveys.





THANK YOU
QUESTIONS??

