

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, March 15, 2022

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

REGULAR MEETING 7:00 PM

Pursuant to Government Code §54953(b), this meeting will include a remote location at the Rose Garden Boardroom, Marriott Marquis, 901 Massachusetts Ave NW, Washington, DC 20001. Vice Mayor Josey will be attending the Regular Meeting remotely. The public shall have the opportunity to address the City Council at this remote location pursuant to Government Code Section §54954.3. All votes during the remote session will be conducted by roll call vote. The remote location is accessible to the public and the agenda will be posted at the teleconference location 72 hours before the meeting.

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, March 15, 2022. Upon submission, you will receive Zoom link information from the City Clerk. Speakers slips will be accepted until the staff presentation on an agenda item ends, or until the public comment period on non-agenda items is closed.
- Once connected to the Zoom platform using the Zoom link information from the City Clerk, the public speaker will be added to the Zoom webinar as an attendee and muted. The speaker will be able to observe the meeting from the Zoom platform.
- When the agenda item upon which the individual would like to comment is addressed, the City Clerk will announce the speaker in the meeting when it is their time to give public comment. The speaker will then be unmuted to give public comment via Zoom.

1. CALL TO ORDER

2. PLEDGE OF ALLEGIANCE

3. ORAL COMMUNICATIONS

3.1 Remarks from Doireann O'Brien, Vice Consul of Ireland-Western United States

The City Council will receive remarks from Doireann O'Brien, Vice Consul of Ireland-Western United States.

STAFF RECOMMENDATION:

Welcome the Vice Consul of Ireland-Western United States.

[Staff Report](#)

3.2 2021 Volunteer Recognition Winners

The City Council will recognize the City of Dublin 2021 Citizen, Young Citizen, and Organization of the Year, and the 2022 Mayor's Award and Mayor's Legacy Award recipients.

STAFF RECOMMENDATION:

Present the Certificates of Recognition.

[Staff Report](#)

3.3 Arts Education Month (March 2022) & Arts, Culture, and Creativity Month (April 2022) Proclamation and Recognition of Janet Lockhart and Claudia McCormick

The City Council will present the following proclamation in the City of Dublin: Arts Education Month (March 2022) & Arts, Culture, and Creativity Month (April 2022). The City Council will also recognize Janet Lockhart and Claudia McCormick for their contributions to the arts in the City of Dublin.

STAFF RECOMMENDATION:

Present the proclamation and certificates of recognition.

[Staff Report](#)

[Attachment 1 - Art is Education Month \(March 2022\) & Arts, Culture, and Creativity Month \(April 2022\) Proclamation](#)

[Attachment 2 - Certificate of Recognition - Janet Lockhart](#)

[Attachment 3 - Certificate of Recognition - Claudia McCormick](#)

3.4 Employee Introduction

New City of Dublin Staff member, Jeff Gallegos, Code Enforcement Officer with Community Development, will be introduced.

STAFF RECOMMENDATION:

Welcome the new City of Dublin Staff member.

[Staff Report](#)

3.5 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 March 1, 2022 Regular City Council Meeting Minutes

The City Council will consider approval of the minutes of the March 1, 2022 Regular City Council Meeting.

STAFF RECOMMENDATION:

Approve the minutes of the March 1, 2022 Regular City Council Meeting.

[Staff Report](#)

[Attachment 1 - March 1, 2022 Regular City Council Meeting Minutes](#)

4.2 Artwork Selection – 40th Anniversary Temporary Public Art Lawn Display

The City Council will consider approving the selections for the 40th Anniversary Temporary Public Art Lawn Display.

STAFF RECOMMENDATION:

Approve the 40th Anniversary Temporary Public Art Lawn Display proposals as recommended by the Heritage and Cultural Arts Commission.

[Staff Report](#)

[Attachment 1 - Design Proposals](#)

4.3 City Proclamations for the Month of April

The City Council will consider the following proclamations for the month of April in the City of Dublin: Arbor Day, Child Abuse Prevention Month, Donate Life Month, Fair Housing Month, Financial Capability Month, Second Chance Month, Sexual Assault Awareness and Prevention Month, and Library Week.

STAFF RECOMMENDATION:

Approve the proclamations.

[Staff Report](#)

[Attachment 1 - Arbor Day Proclamation](#)

[Attachment 2 - Child Abuse Prevention Month Proclamation](#)

[Attachment 3 - Donate Life Month Proclamation](#)

[Attachment 4 - National Fair Housing Month Proclamation](#)

[Attachment 5 - Financial Capability Month Proclamation](#)

[Attachment 6 - Second Chance Month Proclamation](#)

[Attachment 7 - Sexual Assault Awareness and Prevention Month Proclamation](#)

[Attachment 8 - Library Week Proclamation](#)

4.4 Payment Issuance Report and Electronic Funds Transfers

The City Council will receive a listing of payments issued from February 1, 2022 - February 28, 2022 totaling \$9,030,040.83.

STAFF RECOMMENDATION:

Receive the report.

[Staff Report](#)

[Attachment 1 - Payment Issuance Report for February 2022](#)

4.5 Memorandum of Agreement with Fort Hunter Liggett on the Relocation of the Historic Camp Parks Sign and Approval of Agreement with Page and Turnbull for Design Services

The City Council will consider approving a Memorandum of Agreement with Fort Hunter Liggett memorializing a collaboration on the restoration/rehabilitation and relocation of the historic Camp Parks entrance sign and guard shack and approving an agreement with Page and Turnbull for design services for the project.

STAFF RECOMMENDATION:

Adopt the **Resolution** Approving the Memorandum of Agreement with Fort Hunter Liggett for Historic Camp Parks Sign Relocation and adopt the **Resolution** Approving a Consulting Services Agreement with Page and Turnbull for Design Services for the Restoration/Rehabilitation and Relocation of the Historic Camp Parks Entrance Sign and Guard Shack.

[Staff Report](#)

[Attachment 1 - Resolution Approving a Memorandum of Agreement with Fort Hunter Liggett for Historic Camp Parks Sign Relocation](#)

[Attachment 2 - Exhibit A to the Resolution - Memorandum of Agreement Between the City of Dublin and Fort Hunter Liggett for Historic Camp Parks Sign Relocation](#)

[Attachment 3 - Resolution Approving a Consulting Services Agreement with Page and Turnbull for Design Services for the Restoration/Rehabilitation and Relocation of the Historic Camp Parks Entrance Sign and Guard Shack](#)

[Attachment 4 - Exhibit A to the Resolution - Consulting Services Agreement Between the City of Dublin and Page and Turnbull for Design Services for the Restoration/Rehabilitation and Relocation of the Historic Camp Parks Entrance Sign and Guard Shack](#)

4.6 Approval of the Cities of Dublin and Pleasanton Disaster Debris Management Plan

The City Council will consider approving the Cities of Dublin and Pleasanton Disaster Debris Management Plan.

STAFF RECOMMENDATION:

Adopt the **Resolution** Approving the Cities of Dublin and Pleasanton Disaster Debris Management Plan.

[Staff Report](#)

[Attachment 1 - Resolution Approving the Cities of Dublin and Pleasanton Disaster Debris Management Plan](#)

[Attachment 2 - Exhibit A to the Resolution - Cities of Dublin and Pleasanton Disaster Debris Management Plan](#)

4.7 Ordinance Repealing Ordinance No. 11-21 Which Amended the Zoning Map and Approved a Planned Development Zoning District Related State 2 Development Plan and CEQA Findings for the East Ranch Project

The City Council will consider adopting an Ordinance Repealing Ordinance No. 11-21 Which Amended the Zoning Map and Approved a Planned Development Zoning District Related Stage 2 Development Plan and CEQA Findings for the East Ranch Project. The first reading of the Ordinance was held on March 1, 2022 Regular City Council Meeting. The City Council is now being asked to waive the second reading and adopt the Ordinance.

STAFF RECOMMENDATION:

Waive the reading and adopt the **Ordinance** Repealing Ordinance No. 11-21 Which Amended the Zoning Map and Approved a Planned Development Zoning District Related Statge 2 Development Plan and CEQA Findings for the East Ranch Project PLPA 2020-00028 (APNs 905-0002-001-01 and 905-0002-002-00).

[Staff Report](#)

[Attachment 1 - Ordinance Repealing Ordinance No. 11 -21 Which Amended the Zoning Map and Approved a Planned Development Zoning District Related Stage 2 Development Plan and CEQA Findings for the East Ranch Project](#)

4.8 Annual Progress Report on the Status of the General Plan and Housing Element for Calendar Year 2021

State planning law (Government Code Section 65400) requires local jurisdictions to provide an Annual Progress Report (APR) on the implementation of the General Plan Housing Element as well as General Plan activities each year to the Governor’s Office of Planning and Research and California Department of Housing and Community Development. This Staff Report, including Attachment 1 (Housing Element APR Tables), serves as the City of Dublin’s APR for calendar year 2021.

STAFF RECOMMENDATION:

Receive the Annual Progress Report and direct Staff to forward it to the Governor’s Office of Planning and Research and California Department of Housing and Community Development.

[Staff Report](#)

[Attachment 1 - Housing Element Annual Progress Report Tables](#)

4.9 Fiscal Year 2021-22 2nd Quarter Financial Review

The City Council will receive a financial report through the second quarter for Fiscal Year 2021-22 and consider amendments to the Fiscal Year 2021-22 Budget via a budget change.

STAFF RECOMMENDATION:

Receive the report and approve the budget change.

[Staff Report](#)

[Attachment 1 - General Fund Summary Q2 FY 2021-22](#)

[Attachment 2 - General Fund Reserves Q2 FY 2021-22](#)

[Attachment 3 - General Fund Transfers Out Q2 FY 2021-22](#)

[Attachment 4 - Budget Change Q2 FY 2021-22](#)

4.10 Waterslide Repairs at The Wave

The City Council will consider approving an agreement with Safe Slide Restoration for waterslide repairs at The Wave without conducting a formal public bid process.

STAFF RECOMMENDATION:

Adopt the **Resolution** Approving an Agreement with Safe Slide Restoration for Waterslide Repairs at The Wave Without Conducting a Formal Public Bid Process.

[Staff Report](#)

[Attachment 1 - Resolution Approving an Agreement with Safe Slide Restoration For Waterslide Repairs at the Wave without Conducting a Formal Bid Process](#)

[Attachment 2 - Exhibit A to the Resolution - Contractor Services Agreement with Safe Slide Restoration](#)

4.11 Parks and Recreation Master Plan Update - Public Hearing Continuation

The City Council is being asked to continue the Public Hearing for the Parks and Recreation Master Plan to a future date uncertain.

STAFF RECOMMENDATION:

Continue the Public Hearing for the Parks and Recreation Master Plan to a future date uncertain.

[Staff Report](#)

5. WRITTEN COMMUNICATION – None.

6. PUBLIC HEARING

6.1 Senate Bill 9 Amendments to Dublin Municipal Code Titles 8 (Zoning) and 9 (Subdivisions) (PLPA-2021-00050)

The City Council will consider amendments to Dublin Municipal Code Titles 8 (Zoning) and 9 (Subdivisions) to implement Senate Bill 9 (SB 9), the California Housing Opportunity and More Efficiency (HOME) Act, which allows homeowners to split their single-family lot and/or build additional units. The proposed amendments would regulate the number and type of residential units, establish affordability requirements, and establish objective design and development standards for projects allowed by SB 9. The City Council will also consider amending the City's Master Fee Schedule pertaining to Zoning Clearances for SB 9 Unit Developments. Staff recommends finding the amendments to the DMC statutorily exempt from the California Environmental Quality Act.

STAFF RECOMMENDATION:

Conduct the public hearing, deliberate, and take the following actions: 1) waive the reading and INTRODUCE the **Ordinance** Approving Amendments to Dublin Municipal Code Title 8 (Zoning) and 9 (Subdivisions) to Implement Senate Bill 9 Effective Citywide; and 2) adopt the **Resolution** Amending the Master Fee Schedule by Establishing One New Application Fee, Based on Time and Materials, for Zoning Clearances for SB 9 Unit Developments.

[Staff Report](#)

[Attachment 1 - Ordinance Approving Amendments to Dublin Municipal Code Titles 8 \(Zoning\) and 9 \(Subdivisions\) to Implement Senate Bill 9 Effective Citywide](#)

[Attachment 2 - Redlines of Proposed Dublin Municipal Code Amendments](#)

[Attachment 3 - Resolution Amending the Master Fee Schedule by Establishing One New Application Fee, Based on Time and Materials, for Zoning Clearances for SB 9 Unit Developments](#)

[Attachment 4 - Planning Commission Resolution No. 22-03](#)

[Item 6.1 - PowerPoint Presentation](#)

7. UNFINISHED BUSINESS

7.1 Housing Element Update Check-In

The City Council will receive a status report on the Housing Element Update for the 2023-2031 planning period, including a presentation on the updated Preliminary Sites Analysis, policy framework, and project schedule. Staff is seeking feedback from the City Council on policy direction about the Preliminary Sites Inventory. Following the meeting, Staff will finalize the sites inventory and incorporate it into the draft Housing Element.

STAFF RECOMMENDATION:

Receive presentation and provide feedback on: 1) the distribution of Regional Housing Needs Allocation (RHNA) units on the additional sites; 2) the selection of sites identified in Downtown Dublin; and 3) holding Downtown RHNA units outside of the Downtown Dublin Specific Plan Development Pool.

[Staff Report](#)

[Attachment 1 - City Council Staff Report, dated November 2, 2021, without attachments](#)

[Attachment 2 - Sites Inventory Map](#)

[Attachment 3 - Survey Results](#)

[Item 7.1 - PowerPoint Presentation](#)

8. NEW BUSINESS

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.



STAFF REPORT

CITY COUNCIL

DATE: March 15, 2022

TO: Honorable Mayor and City Councilmembers

FROM: Linda Smith, City Manager

SUBJECT: Remarks from Doireann O'Brien, Vice Consul of Ireland-Western United States
Prepared by: John Stefanski, Assistant to the City Manager

EXECUTIVE SUMMARY:

The City Council will receive remarks from Doireann O'Brien, Vice Consul of Ireland-Western United States.

STAFF RECOMMENDATION:

Welcome the Vice Consul of Ireland-Western United States.

FINANCIAL IMPACT:

None.

DESCRIPTION:

The City Council will receive remarks from Doireann O'Brien, Vice Consul of Ireland-Western United States.

STRATEGIC PLAN INITIATIVE:

None.

NOTICING REQUIREMENTS/PUBLIC OUTREACH:

The City Council Agenda was posted.

ATTACHMENTS:

None.



STAFF REPORT

CITY COUNCIL

DATE: March 15, 2022

TO: Honorable Mayor and City Councilmembers

FROM: Linda Smith, City Manager

SUBJECT: 2021 Volunteer Recognition Winners
Prepared by: Cierra Fabrigas, Executive Aide

EXECUTIVE SUMMARY:

The City Council will recognize the City of Dublin 2021 Citizen, Young Citizen, and Organization of the Year, and the 2022 Mayor’s Award and the Mayor’s Legacy Award recipients.

STAFF RECOMMENDATION:

Present the certificates.

FINANCIAL IMPACT:

None.

DESCRIPTION:

Annually, the City Council recognizes a Citizen, Young Citizen, and Organization who made a significant contribution toward enhancing the quality of life for the residents of Dublin during the past year. Additionally, the Mayor presents two special awards, the Mayor’s Award and the Mayor’s Legacy Award, to those she wishes to recognize for their extraordinary dedication to the community. The winners in each category, along with the Mayor’s special awards recipients, were recognized at the City’s Volunteer Recognition Event on March 3, 2022.

The City Council will formally recognize the following award recipients:

- Summer Shi, 2021 Young Citizen of the Year
- Steve Wright, 2021 Citizen of the Year
- Breaking BEARriers, 2021 Organization of the Year
- John Samples, 2022 Mayor’s Award
- Eddie Jo Mack, 2022 Mayor’s Legacy Award

STRATEGIC PLAN INITIATIVE:

None.

NOTICING REQUIREMENTS/PUBLIC OUTREACH:

The City Council Agenda was posted.

ATTACHMENTS:

None.



STAFF REPORT

CITY COUNCIL

DATE: March 15, 2022

TO: Honorable Mayor and City Councilmembers

FROM: Linda Smith, City Manager

SUBJECT: Art is Education Month (March 2022) & Arts, Culture and Creativity Month (April 2022) Proclamation and Recognition of Janet Lockhart and Claudia McCormick
Prepared by: Cierra Fabrigas, Executive Aide

EXECUTIVE SUMMARY:

The City Council will present the following proclamation in the City of Dublin: Art is Education Month (March 2022) & Arts, Culture and Creativity Month (April 2022). The City Council will also recognize Janet Lockhart and Claudia McCormick for their contributions to the arts in the City of Dublin.

STAFF RECOMMENDATION:

Present the proclamation and certificates.

FINANCIAL IMPACT:

None.

DESCRIPTION:

The City Council will present the following proclamation and certificates of recognition in the City of Dublin:

1. Art is Education Month (March 2022) & Arts, Culture and Creativity Month (April 2022) Proclamation
2. Certificate of Recognition – Janet Lockhart
3. Certificate of Recognition – Claudia McCormick

STRATEGIC PLAN INITIATIVE:

None.

NOTICING REQUIREMENTS/PUBLIC OUTREACH:

The City Council Agenda was posted.

ATTACHMENTS:

- 1) Art is Education Month (March 2022) & Arts, Culture and Creativity Month (April 2022)
Proclamation
- 2) Certificate of Recognition – Janet Lockhart
- 3) Certificate of Recognition – Claudia McCormick

A PROCLAMATION OF THE CITY COUNCIL
CITY OF DUBLIN, CALIFORNIA

“Art is Education Month (March 2022) & Arts, Culture, and Creativity Month (April 2022)”

WHEREAS, the City of Dublin celebrates the role that the arts and creativity play in helping us navigate the pandemic, amplifying the need for racial equity, and changing our lives for the better; and

WHEREAS, the Dublin Arts Collective works in partnership with City Staff to support the arts and creativity in the City of Dublin as an essential part of our thriving community through services including art shows, art installations, meetings, and workshops; and

WHEREAS, the Dublin Arts Collective partners locally with the Alameda County Arts Commission, the community-building network Alameda County and City-Level Arts Partnership, and the arts education initiative CREATE Alameda County to advance the arts and creativity in our County; and

WHEREAS, Art is Education Month of March is the 22nd annual event highlighting the important role of arts education as a core element of a high-quality and equitable education; and

WHEREAS, Arts, Culture and Creativity Month of April is the 4th annual statewide awareness and advocacy event that recognizes the crucial role of arts, culture, and creativity in the lives of everyone in California; and

WHEREAS, the City of Dublin values partnering with the Dublin Arts Collective, Alameda County Arts Commission, and state-level organizations to promote unified support for the arts.

NOW, THEREFORE, BE IT RESOLVED that the Dublin City Council does hereby proclaim March 2022 as Art is Education Month and April 2022 as Arts, Culture, and Creativity Month in the City of Dublin and encourages everyone to celebrate the power of the arts in our community.

DATED: March 15, 2022

Mayor Melissa Hernandez

Vice Mayor Jean Josey

Councilmember Sherry Hu

Councilmember Shawn Kumagai

Councilmember Michael McCorriston

CERTIFICATE OF RECOGNITION

given to

JANET LOCKHART

In recognition of your years of service to the community, including your remarkable contributions in establishing the City's Public Art Program, your continued advocacy of the arts, and your work with the School of Imagination to establish and create a permanent facility.

Presented by the

City Council of the City of Dublin

Dated: March 15, 2022

Mayor Melissa Hernandez

Vice Mayor Jean Josey

Councilmember Sherry Hu

Councilmember Shawn Kumagai

Councilmember Michael McCorriston

CERTIFICATE OF RECOGNITION

given to

CLAUDIA MCCORMICK

In recognition of your contributions to the arts in the City of Dublin and your work preserving and celebrating the community's history. Your work with the Dublin Arts Collective has been integral to the arts community in the City of Dublin.

Presented by the

City Council of the City of Dublin

Dated: March 15, 2022

Mayor Melissa Hernandez

Vice Mayor Jean Josey

Councilmember Sherry Hu

Councilmember Shawn Kumagai

Councilmember Michael McCorriston



STAFF REPORT

CITY COUNCIL

DATE: March 15, 2022

TO: Honorable Mayor and City Councilmembers

FROM: Linda Smith, City Manager

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

EXECUTIVE SUMMARY:

New City of Dublin Staff member, Jeff Gallegos, Code Enforcement Officer with Community Development, will be introduced.

STAFF RECOMMENDATION:

Welcome the new City of Dublin Staff member.

FINANCIAL IMPACT:

None.

DESCRIPTION:

New City of Dublin Staff member, Jeff Gallegos, Code Enforcement Officer with Community Development, will be introduced to the City Council.

STRATEGIC PLAN INITIATIVE:

None.

NOTICING REQUIREMENTS/PUBLIC OUTREACH:

The City Council Agenda was posted.

ATTACHMENTS:

None.



STAFF REPORT

CITY COUNCIL

DATE: March 15, 2022

TO: Honorable Mayor and City Councilmembers

FROM: Linda Smith, City Manager

SUBJECT: Approval of the March 1, 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 March 1, 2022 Regular City Council Meeting.

STAFF RECOMMENDATION:

Approve the minutes of the March 1, 2022 Regular City Council Meeting.

FINANCIAL IMPACT:

None.

DESCRIPTION:

The City Council will consider approval of the minutes of the March 1, 2022 Regular City Council Meeting.

STRATEGIC PLAN INITIATIVE:

None.

NOTICING REQUIREMENTS/PUBLIC OUTREACH:

The City Council Agenda was posted.

ATTACHMENTS:

- 1) March 1, 2022 Regular City Council Meeting Minutes



MINUTES OF THE CITY COUNCIL OF THE CITY OF DUBLIN

Regular Meeting: March 1, 2022

A regular meeting of the Dublin City Council was held on **Tuesday, March 1, 2022**, in the City Council Chamber. The meeting was called to order at 7:00 PM., by Mayor Pro Tempore Josey.

CLOSED SESSION 6:30 PM

I. CONFERENCE WITH REAL PROPERTY NEGOTIATORS

Property: Certain property above and along the Iron Horse Trail from northern city limits to southern city limits (APNs 941-2768-6-1, 941-205-6-6, and 986-1-3-1)

Agency negotiator: Linda Smith, City Manager

Negotiating parties: County of Alameda

Under negotiation: Price and terms of payment

REGULAR MEETING

1) CALL TO ORDER AND PLEDGE OF ALLEGIANCE

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

2) REPORT ON CLOSED SESSION

Mayor Pro Tempore Josey reported there was no reportable action out of Closed Session.

City Manager Linda Smith acknowledged the absence of Mayor Hernandez and noted the Mayor had expected to attend the meeting remotely and because of a miscommunication her remote attendance was not included properly on the agenda. Ms. Smith read a statement from Mayor Hernandez about the events taking place in Ukraine.

Councilmember Kumagai also made comments about the events taking place in Ukraine.

3) ORAL COMMUNICATIONS

3.1) Public Comment

No public comment provided.

4) CONSENT CALENDAR

Agenda Items 4.2, 4.3, and 4.4 were pulled from the Consent Calendar.

4.1) Approved the February 9, 2022 Special City Council Meeting Minutes and February 15, 2022 Regular City Council Meeting Minutes.

4.5) Waived the reading and adopted Ordinance No. 01-22 titled, "Approving the Citywide Multi-Family Objective Design Standards and Amendments to Dublin Municipal Code Chapter 8.36 (Development Regulations), Chapter 8.104 (Site Development Review), and Chapter 8.116 (Zoning Clearance)."

On motion by Councilmember Kumagai, seconded by Councilmember McCorriston, and by unanimous vote the City Council adopted Consent Calendar items 4.1 and 4.5.

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

4.2) Agreement for Vehicle Maintenance and Repair On-Call Services

Item No. 4.2 was pulled from the Consent Calendar by Staff and will be brought back to a future meeting.

4.3) Adopted Resolution No. 18-22 titled, "Approving the Plans and Specifications, Waiving a Minor Bid Irregularity, and Awarding a Contract to Goodfellow Sequoia Joint Venture for the Iron Horse Trail Bridge at Dublin Boulevard Project (CIP No. ST0118)," and approved a budget change.

Item 4.3 was pulled from the Consent Calendar by Councilmember McCorriston to ask clarifying questions.

RESULT: ADOPTED [UNANIMOUS]
MOVED BY: Michael McCorriston, Councilmember

SECOND: Shawn Kumagai, Councilmember
AYES: Kumagai, Josey, McCorriston, Hu
ABSENT: Hernandez

- 4.4) Approved the following proclamations for the month of March in the City of Dublin: American Red Cross Month, Developmental Disabilities Awareness Month, Irish American Heritage Month, March for Meals, Colorectal Cancer Awareness Month, and Women’s History Month.

Carrie Oldes, Program Manager of Spectrum Community Services’ Meals on Wheels program accepted the March for Meals Proclamation.

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

- 5) WRITTEN COMMUNICATION - None.
- 6) PUBLIC HEARING - None.
- 7) UNFINISHED BUSINESS
- 7.1) Status of Community Default to East Bay Community Energy Renewable 100 Power

The City Council received a presentation on the status of the default of residential accounts to Renewable 100 electricity through the City’s electricity provider, East Bay Community Energy.

By consensus the City Council directed Staff to proceed with defaulting to Renewable 100 for non-residential accounts.

- 8) NEW BUSINESS
- 8.1) Acceptance of Certification of Petition: Referendum Against Ordinance No. 11-21 Regarding the East Ranch Project and Required Elections Code Actions

Received presentation regarding the City Clerk’s Certificate of Petition certifying the sufficiency of the referendum petition against Ordinance No. 11-21 regarding the East Ranch Project and either repealing Ordinance No. 11-21 or submitting Ordinance No. 11-21 to the qualified voters of the City of Dublin.

On motion by Councilmember Kumagai, seconded by Councilmember McCorriston, and by unanimous vote the City Council accepted the City Clerk’s Certificate of Petition and introduced by title and waived the first reading of the Ordinance Repealing Ordinance No. 11-21 Which Amended the Zoning Map and Approved a Planned Development Zoning District Related Stage 2 Development Plan and CEQA Findings for the East Ranch Project.

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

8.2) Discussion Regarding City Council Salaries

By consensus, the City Council directed Staff to bring back an ordinance for introduction that provides the allowable increase of 5% for each calendar year and increasing the Mayor's additional salary to \$150 per month.

8.3) Designation of Agency Labor Negotiators, Unrepresented Employee: City Manager and Unrepresented Employee: City Attorney

On motion by Mayor Pro Tempore Josey, seconded by Councilmember Kumagai, and by unanimous vote, Mayor Hernandez and Councilmember Hu were designated as agency labor negotiators for the City Attorney, and Councilmember McCorriston and Vice Mayor Josey were designated as agency labor negotiators for the City Manager.

RESULT:	APPROVED [UNANIMOUS]
MOVED BY:	Jean Josey, Mayor Pro Tempore
SECOND:	Shawn Kumagai, Councilmember
AYES:	Kumagai, Josey, McCorriston, Hu
ABSENT:	Hernandez

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 Pro Tempore Josey called for a moment of silence and adjourned the meeting at 9:08 p.m. in memory of those that have lost their lives in the Ukraine war.

Mayor Pro Tempore

ATTEST:

City Clerk



STAFF REPORT

CITY COUNCIL

DATE: March 15, 2022

TO: Honorable Mayor and City Councilmembers

FROM: Linda Smith, City Manager

SUBJECT: Artwork Selection – 40th Anniversary Temporary Public Art Lawn Display
Prepared by: Tyler Phillips, Heritage and Cultural Arts Supervisor

EXECUTIVE SUMMARY:

The City Council will consider approving the selections for the 40th Anniversary Temporary Public Art Lawn Display.

STAFF RECOMMENDATION:

Approve the 40th Anniversary Temporary Public Art Lawn Display proposals as recommended by the Heritage and Cultural Arts Commission.

FINANCIAL IMPACT:

The temporary art program is funded by the Public Art Fund. The budget for this temporary art project is \$20,000.

DESCRIPTION:

In October 2019, the City Council approved an annual temporary art display program. Each year, Staff works with the Heritage and Cultural Arts Commission (HCAC) to identify the program elements to be incorporated. Per the Public Art Master Plan, all public artworks require approval by the City Council and must be produced by a professional artist or by a student artist under the direction of a professional artist.

At is November 10, 2021 meeting, the HCAC provided feedback and comments to finalize this year’s temporary public art program. The identified lawn display project theme will be “Dublin’s 40th Anniversary,” with artwork being placed in locations that are highly visible. If approved, there would be a max artist stipend of \$5,000, community involvement in the creation of the artworks would be highly encouraged, and displays will allow for interaction and engagement.

On December 16, 2021, Staff issued a Call for Artists seeking design proposals. The open call was publicized through normal City channels (website, social media, etc.) as well as via email to a list of past artists, previous known artists, registrants in the Cultural Arts Database, nearby cities with public art programs, and the California Cultural Arts Council website. The deadline to apply was January 31, 2022.

The City received responses from 14 qualified artists during the open submission period. At its February 11, 2022 meeting, the HCAC reviewed the proposals and recommended four designs to the City Council for approval.

The recommended proposals are from Thomasin Dewhurst titled "*Light Works Shadow Play*," Kelsey Hubbard titled "*Celebration*," Trent Thompson titled "*Rotating Shapes*," and Sawsan Wolski/Vanessa Thomas titled "*We are Dublin*." These proposals are included as Attachment 2. The HCAC also identified the Dublin Civic Center, Library, Shannon Community Center, and The Wave as the preferred display locations. Staff will work with the individual artists to determine which location is best suited for each display. It is anticipated that artworks will be unveiled in Summer 2022 and then on display through early Fall.

STRATEGIC PLAN INITIATIVE:

None.

NOTICING REQUIREMENTS/PUBLIC OUTREACH:

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

ATTACHMENTS:

- 1) Design Proposals

“Light Work/Shadow Play”

A proposal by Thomasin Dewhurst for a portable, interactive mural
for the

Dublin 2022 Temporary Art Project, Lawn Display Installation

1. PROPOSAL COVERSHEET:

Please indicate experience level:

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

Title: Artist and Art Educator

Artist: Thomasin Dewhurst

Address: [REDACTED]

City: [REDACTED]

Phone: [REDACTED]

[REDACTED]

Website: <http://thomasindewhurst.blogspot.com/>

Signature of Artist: [REDACTED]

Date: 22 January 2022

Co-Artist STUDENTS, if applicable: (Specific students still to be determined) approximately 30 middle, high school and adult art students from my own art classes, the Pedrozzi Foundation, and various other youth organizations in the Tri-Valley. The young artists will have had experience in painting public art through my other public art projects. (Please see attached examples of public art.)


Supervising Art Professional, if applicable: Thomasin Dewhurst

Address: (as above) _____

City: _____ State: _____ Zip: _____

Phone: _____ Fax: _____

E-mail Address: _____ Website _____

Signature of Supervising Art Professional: 

Date: 22 January 2022

Dublin 40th Anniversary Lawn Art Proposal details

Design:

- The proposed design will be created *partly* on a paintable and weatherproof outdoor single screen, **approximately 6 ft high and 8 ft wide** (fig.1).

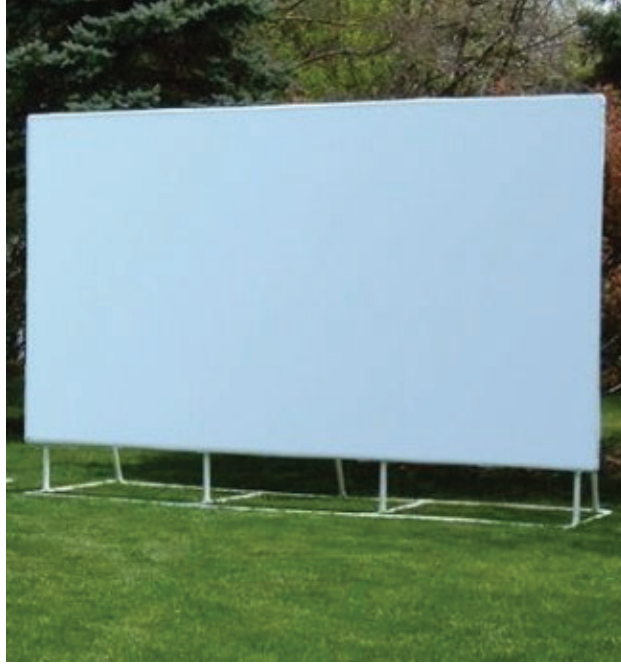


fig.1(an example of a screen similar to the one to be used in this project)

- The screen will be braced and secured to the ground using tent pegs (for grass or dirt areas), weights and/or removal brackets to be attached to an existing support in the particular display locations (for concrete areas).
- Painted on the front of the screen there will be an interpretive, creative image of the sun, as well as a stylized, creative painting of theater curtains along each side of the screen (fig. 2A).
- On top of the crtains, as part of their design, will be written the poem, “**shadow's play**” from the book “**canvas: poems**” by Dublin's current poet laureate, James Morehead:

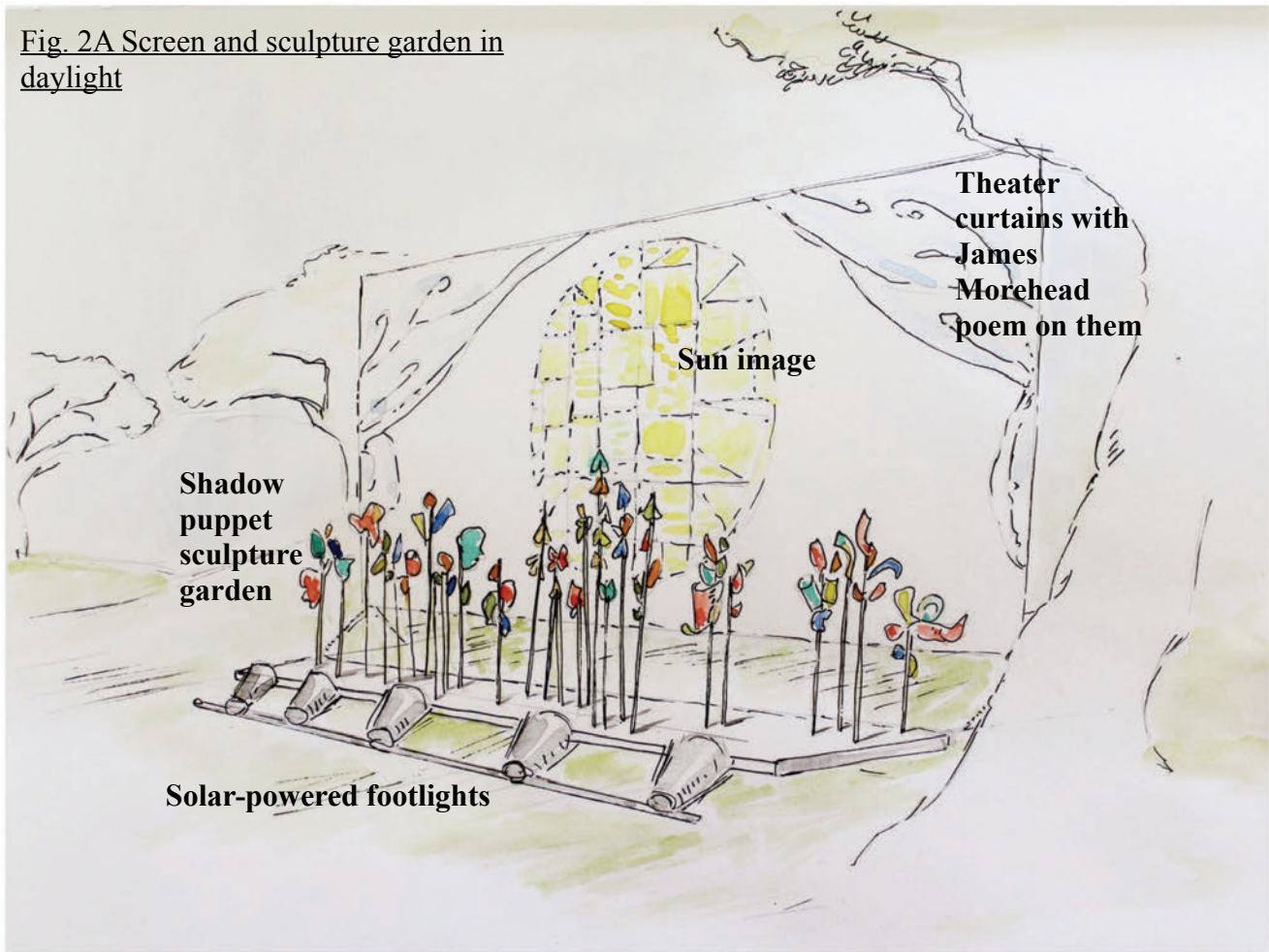
shadow's play

the shadow enters on cue
 behind viewers row on row
 hands set shoulders still
 following players' spotlight forms
 and well-worn phrases
 projected over the darkened theater
 the shadow floats unseen

"*shadow's play*" was inspired by watching the Dublin High School Drama Club for four years. My older daughter (DHS Class of '13) was in drama all four years of high school, and I spent hours in DHS's Little Theatre watching every production. Having a behind-the-scenes view of each production and volunteering to build sets provided many of the images and ideas in this poem. Woven into the fabric of this poem is Dublin High School and its drama students." - James Morehead, Poet Laureate - Dublin, CA,

- In front of the screen, attached by metal rods, will be base on which shadow puppet sculptures, fixed to vertical rods, will be displayed (fig. 2A), resembling a garden of fantastical flowers and shrubs.
- The garden display is anamorphic, meaning a abstract or distorted image or sculpture that will appear as recognizable objects when a light is shone upon them, casting shadows on the screen. The cast shadows will take on recognizable shapes, while the sculpture garden itself has the appearance of abstract art (fig. 2B, fig. 3).
- The cast shadows will be images interpreting the poem "**shadow's play**", and representing the cultural arts aspect of the Dublin incorporation, specifically fine art, poetry and theater, although other art forms may well be included too.
- Thus, part of the installation's design is **lighting at night**, creating an installation akin to traditional shadow puppet theaters (fig. 4).
- **At night**, the screen will be lit by solar-powered front footlights, attached securely to the screen framework (fig.2). These lights, shining on the sculptures, will cast shadows creating recognizable images (fig. 2 and 3A, 3B).
- **During the day**, the installation will be a design of color and shape. The artist and art students involved in this project will work with found objects, recycling them and recreating them into shapes that are both interesting in design and practical as shadow puppets. These objects will be painted in bright colors and patterns so that, seen in the daytime they create vibrant sculptures resembling plants in a garden. In the middle of the garden, the shapes will resemble clover, suggesting the three-leaved clover image for the city of Dublin, CA.
- The image of the sun on the screen will be painted in a similar way to the sculptures.

Fig. 2A Screen and sculpture garden in daylight



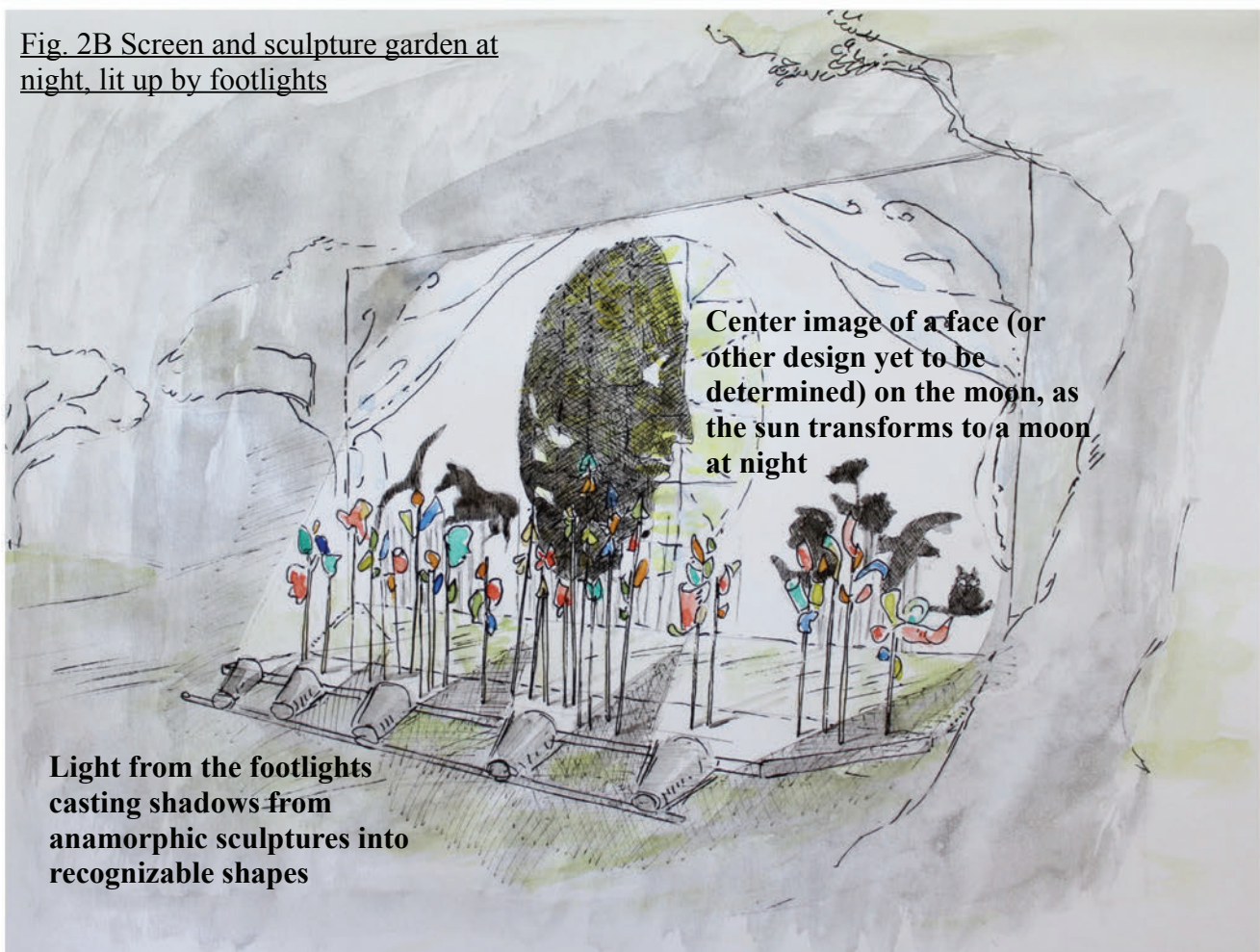
Theater curtains with James Morehead poem on them

Sun image

Shadow puppet sculpture garden

Solar-powered footlights

Fig. 2B Screen and sculpture garden at night, lit up by footlights



Center image of a face (or other design yet to be determined) on the moon, as the sun transforms to a moon at night

Light from the footlights casting shadows from anamorphic sculptures into recognizable shapes

- At night, with the aid of a bluish light, the sun image will change to a moon image.

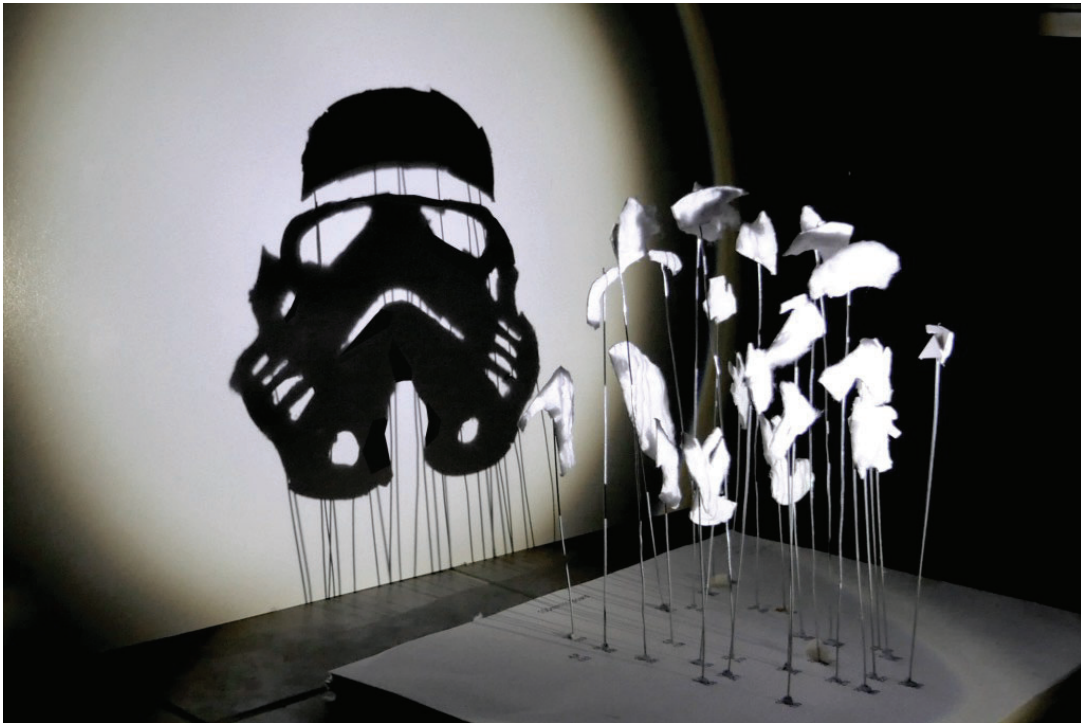


fig. 3A (an example of anamorphic shadow art by artist Red Hong Yi)



fig. 3B (anamorphic shadow sculptures made from trash/recycled materials by Tim Noble and Sue Webster)



fig. 4 (traditional shadow puppet figure)

Proposed materials:

Large outdoor screen approximately 6 ft high x 8 ft wide.

Brackets, tent pegs, weights such as sandbags, and other material for secure support of the structure.

High quality acrylic paint for artwork on the front, and for on the sculptures.

3D printer plastic for sculpture elements

Cordage or chains and rods for extra shadow puppet sculpture supports.

Solar-powered spotlights (approximately 10 lights) and materials to attach them to the structure.

Metal rods to create light and puppet-hanging supports.

Materials for shadow puppets:

Materials for the shadow puppets will include 3D printed sculptures, canvas and other sturdy fabric, card and wood, paper and more.

Artist Statement:

This proposed installation project is a further exploration of my previous public art projects I did with young, school-aged artists and writers.

One of the aims of these projects is to give young artists new experiences in art making, and an opportunity to expand their creative skills and imagination. Another aim is to give these opportunities to groups of disadvantaged students who don't normally have access to art classes or workshops.

In addition, I encourage the participating students to push themselves to create art of high technical prowess that is both original and engaging. With this aim, the resulting exhibition of the art is a means of communication between the young artists and the community, giving voice to the young artists' ideas and allowing them to be heard by a wide range of people.

This project, “**Light Work/Shadow Play**” takes its name from Ursula LeGuin's novel, “*The Dispossessed*” where, in one of the alien languages she describes, “work” and “play” both have the same word. This suggests the activity of creative work where, like playing, one's imagination takes a primary role. It also refers to the use of light and shadow in this project.

Using Le Guin's idea stems from my love of American literature, and my love of collaboration between the arts. It is in this vein that I will use the poem “**shadow's play**” by James Morehead from his book “*canvas: poems*”. I have James Morehead's permission to use this poem in this project. James Morehead, being the current poet laureate of Dublin, is a way of grounding the project in the the Dublin incorporation.

In addition to this, the use of imagery relating to Dublin's cultural arts will, again, center the theme of the project in Dublin's incorporation. I will encourage my students to study Dublin's history and its incorporation in order to further enrich their creative output.

The installation will be created and function as follows:

- The large screen will be purchased and primed, ready for painting.
- A group of art students from my own classes as well as other organizations, such as the Pedrozzi Young Scholars, will collaborate to paint a design for a large sun and theater curtains. On top of the curtains, students will add the words to James Morehead's poem, “shadow's play”.
- A group of older, experience students, plus a small group of my adult students, will design and create simple anamorphic structures from found and recycled objects, emphasizing the ideas of renewal or re-using, not wasting. These sculptures will take the form of a garden by attaching them to vertical rods, like plant stems, and painting them brightly, like flowers. These structures will become shadow puppets at night.
- The students will work on this during their regular art class (which I teach) or through workshops, guided by myself.
- I will create an anamorphic structure that represents the Dublin incorporation (image to be determined) that will cast a shadow on the sun, turning it into a waxing moon at night.
- The creation of this structure will take approximately two to three months.

Community involvement possibilities:

- I have had the idea of using shadow play as an interactive aspect to a public installation art project. It is a simple but effective way of allowing people of all ages to interact with the imagery.
- There will be a number of extra shadow puppets attached on strings and rods to the sides of the screen that passersby can use and add to the shadow imagery (fig. 5).



fig. 4 (examples of children using shadow puppets)

- The extra shadow puppets will be rendered using a 3D printer and so can easily be replaced if broken or removed.
- The community will also be encouraged to participate through making their own shadow puppets at home, or through workshops led by myself.
- The science behind shadow puppetry and the effects of light could possibly be explored in an event through a science organization such as QUEST.
- The theatrical art of shadow puppetry could also possibly be explored with the help of a local drama organization.

Cost Estimate:

Artist fee (insurance included):	\$3000
Supplies:	\$1000
Studio rental for workshops:	\$500
Construction:	\$500
TOTAL:	\$5000

Addendum for Light Work/Shadow Play

Proposal by Thomasin Dewhurst

1. Regarding the securing of the screen to the lawn area, we will be using stakes or similar devices to hold the screen steady. Quest Science, and their engineers, of Livermore have offered their help in the construction of the screen and stage.
2. We will be using James Morehead' poem "At the Crossroads", which he wrote for Dublin's 40th anniversary of its incorporation on the image of the theater curtains in addition to the first poem, "Shadow's Play", mentioned in the proposal.

Proposal for:
Dublin Lawn Display Installation

hi, i'm kelsey!

creative. planner. adventurer.
optimist. weirdo. friend.

[REDACTED]
[REDACTED]
oakland, ca
she/her/hers

PROPOSAL COVERSHEET:

**Dublin 2022 Temporary Art Project, Lawn Display Installation
Proposals will not be accepted after Thursday, January 31, 2022, 4:00 PM.**

Please indicate experience level:

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

Title: Creative, Community Engagement Specialist, Urban Planner

Artist: Kelsey Hubbard

Address: [REDACTED]

City: Oakland State: CA Zip: 94606

Phone: [REDACTED] Fax: N/A

E-mail Address: [REDACTED] Website: N/A

Signature of Artist: [Handwritten Signature] Date: 01.31.22

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: _____

artist statement

Hello City of Dublin!

I am your neighbor Kelsey Hubbard over in Oakland. I am an optimistic dreamer and creative boundary pusher. My creative process is led by dignity, integrity, and a compassionate imagination. I have hands on experience designing and implementing interactive and vibrant art installations and community events, facilitating conversations that encourage truth sharing and storytelling, and establishing authentic and trusting relationships with clients and communities.

The piece *Celebration!* is exactly that – a statement of community celebration. I am proposing an illuminated interactive art installation that will come to life through active community engagement and participation. It is intended that the Dublin community will be the main asset in implementation and will have shared ownership over this piece. This will be done through strategically curated community events that I will organize and lead throughout the Dublin community. This process enables the community to be directly involved in the creation of *Celebration!*, build creative confidence, and form a stronger sense of belonging. The installation will focus on utilizing recycled materials and providing a regenerative second life to what otherwise has been discarded. Featuring bottle cap streamers, plastic bottle illuminated lanterns, flowers, and ornaments this piece will evoke whimsy and wonder and spark the community's collective imagination.

Not only will the community be involved in the creation of the piece but once the piece is installed the community will continue to interact with it. Think of *Celebration!* as the photobooth at Dublin's anniversary party!

With gratitude,
Kelsey

K
oakland, ca

Title: Celebration!

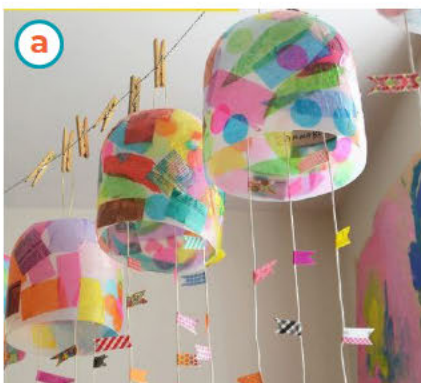
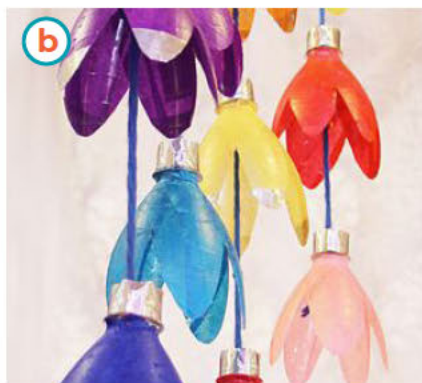
Dimensions: 7 ft tall, 7 ft wide, 4 ft deep (flexible depending on space)

Illumination: Yes. This installation will be illuminated with community made lanterns and solar powered string lights.

List of Materials:

- Recycled Plastic Bottles
- Recycled Milk Cartons
- Recycled Plastic Bottle Caps
- Upcycled Picture Frames
- Upcycled Paper Materials (magazines, colored paper, wrapping paper, etc.)
- Miscellaneous Craft Materials (Glue, Tape, Paint, Paintbrushes, Ribbon, String, Markers, Colored Pencils, Scissors)
- PVC Pipe
- Solar Powered String Lights
- Sandbag Weights (strategically placed to anchor the structure)

Materials Inspiration Palette:



installation details and rendering

Below is a collage rendering to capture the essence of the final installation. *Celebration!* will be uniquely its own and represent the Dublin creative community.



Installation Features:

- (a) Plastic Bottle Lanterns
- (b) Plastic Bottle Flowers
- (c) Plastic Bottle Streamers
- (d) Bottle Cap Streamers
- (e) Upcycled Picture Frame
- (f) PVC Pipe Structure

Community Engagement and Ownership

The Dublin community will be a key tool in the implementation process. I plan to partner with community organizations and hold pop-up events at local community spaces such as the library, churches, community centers, etc. At the events the community will be invited to decorate various recycled materials and upcycle them into art! This process enables the community to be directly involved in the creation of the art installation, build creative confidence, and form a stronger sense of belonging. The engagement/art activities will be fully accessible to all ranges of abilities and backgrounds. The accumulation of these community art pieces will create the final installation.

Upcycled Materials

Utilizing recycled materials and upcycling them into art is a core pillar of my creative process and of this piece. As climate change doom is looming I have made it a personal mission to find the beauty amongst the chaos. By working with recycled materials the community is enabled to look past the materials original life form and regenerate it to its next journey. Upcycled art unlocks individuals creativity and welcomes a perspective shift on the beauty of our world.

Interactive Art Creating a Place

Celebration! encourages people of all ages, abilities, and backgrounds to be a part of the piece by providing the opportunity to immerse oneself within it. An upcycled hanging picture frame invites viewers to step into the piece, take photos, and celebrate Dublin! The idea is that this peice will become a gathering node for families, friends, and strangers. The piece could be paired with a social media hashtag where residents could share their photo and join the larger collective celebration of Dublin!



cost estimate

Item	Estimated Cost
Installation Materials (PVC Pipe, Solar Powered String Lights, Sandbag Weights, Decorative Materials)	\$750
Miscellaneous Craft Materials	\$550
Community Engagement Event Materials (includes preparation, advertisement, and event materials)	\$500
Transportation (Miles and Vehicle Rental)	\$300
Creative Compensation (Includes a Land Back/Reparation Fee)	\$1,000
Total Budget: \$3,100	

creative experience

Tub(Time). Portland, OR

Design Museum Portland Street Seats Design Competition

for blue skies studio | January 2021 - Present

A studio featuring handmade stationery - redistributes all proceeds to the Oakland community

awards and honors

Design Museum Portland Street Seats Competition People's Choice Award, 2018

Oregon American Society of Landscape Architects Design Award - Communication Award, 2018

community engagement experience

Urban Planner | 2016 - Present

- Brainstorms, organizes, and facilitates fun, interactive, and informative engagement events, experiences, and meeting materials
- Designs strong comprehensive project branding packages through strategic and thoughtful design
- Creates compelling, eye-catching final reports and visuals that the community can add to their toolbox

Academic Success Coach | 2011 - 2014

- Role modeled success behaviors including: time management, personal organization, self-compassion, and communication skills
- Built relationships with first-year students, holding office hours to provide reliable and friendly support
- Captivated, educated, and sparked student inspiration through formal and informal presentations and gathering events

community engagement certificates

The Dignity Institute by The Thrivance Group

Certificate of Completion Dignity Infused Community Engagement Training, Fall 2020

Pathways to Equity Summer 2021 Cohort by Pathways to Equity

Certificate of Completion August 2021

academic history

Northeastern University

Master of Design - Sustainable Urban Environments

University of Massachusetts Amherst

Bachelor of Arts - Environmental Design: Urban Studies

Bachelor of Arts - Legal Studies

off-hour enjoyments



Stationery
Design



Community
+ Mutual Aid



Boston Celtics



Exploring

A Dynamic Public Art Series

From ABG Art Group

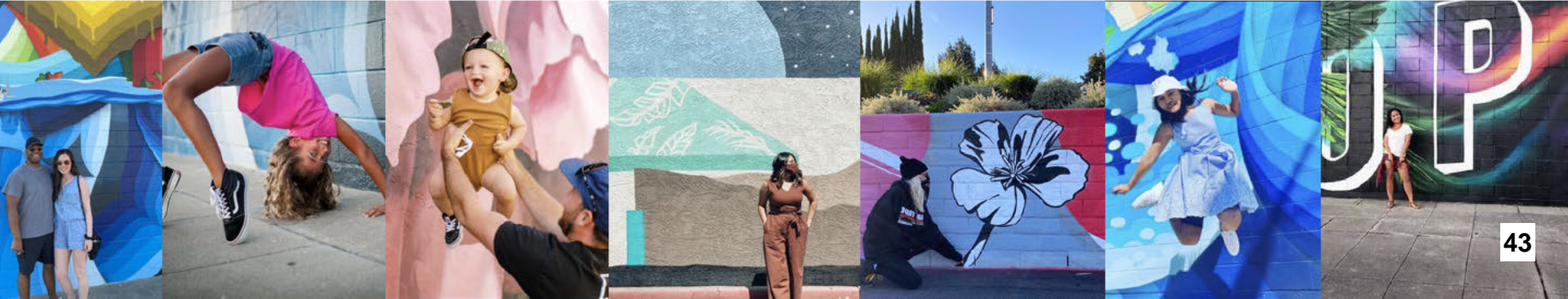
- Artist Qualifications
- Project Criteria
- Samples
- Artist Statements
- Design 1-4
- Budget
- Thank You

About ABG

ABG Art Group, is a full-service art production and consulting team based in Alameda County, CA. We produce, curate, and create art from idea to delivery. We specialize in public art installation and collaborate with a diverse group of leading and emerging artists.

Sorell Raino Tsui & Trent Thompson - Directors

Images are from ABG mural projects



Artist Statement | A Dynamic Proposal

Thank you for the opportunity to submit for this project. Although I live in Dublin, I have partnered with groups and cities to establish art projects and programs in other places throughout the Bay Area, including, Livermore, Oakland, San Francisco, Walnut Creek, and Danville. I am excited at the idea of partnering with Dublin specifically and i'm looking forward to becoming more a part of the thriving arts community here.

ARTIST STATEMENT

I am inspired by the idea that artwork has the power to spark movements and systems greater than myself.

Our proposal contains **4 original concepts** for freestanding temporary installations created to recognize the 40th anniversary of Dublin. We have the experience and network to bring each of these concepts to life from idea to delivery. **Our goal is always to overdeliver**, our final vision for each of these proposed mediums are permanent public sculptures with higher budgets, however, based on the temporary nature of this project we feel it is an excellent opportunity to bring these ideas to life. These concepts will cultivate and inspire community experience around cutting edge proof of concepts. Our preference is to create one of each sculpture but we are also open to creating 4 variations of one of these mediums.

The project will be lead by professional artists Trent Thompson **a dublin resident**, and will include collaborations from their **diverse** team of fabricators and in house creatives. As well as ABG partner and artist Sorell Tsui.

Trent Thompson

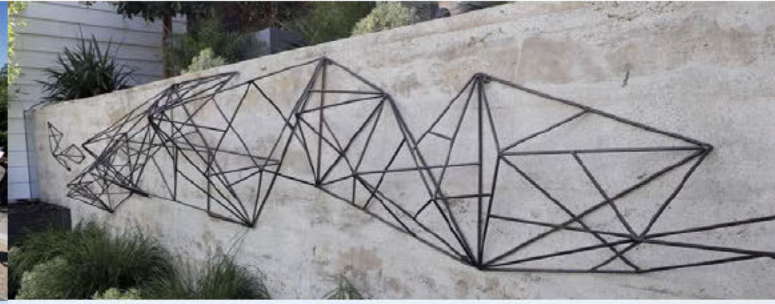
Project Criteria

Here is a list of criteria that is addressed in our proposal.

- **Criteria #1- Iconic Design.** The project should compliment its surroundings functionally and aesthetically. And should create a memorable experience.
- **Criteria #2 - Safe and Durable.** The project should be built to be durable without creating liability or walking hazard.
- **Criteria #3 - 40 Year Theme.** Artworks created should reflect the 40th anniversary theme in the pieces.
- **Criteria #4 - Moveable.** The artworks should be able to move from location to location. .
- **Criteria #5 - Community Involvement.** Each artwork should have a distinct community involvement in the creation or provide a unique experience.

ABG portfolio samples.

Please see samples below of our dynamic public projects and for more, see our website project page. [HERE](#)
All projects have been directly created, produced, and or creative directed by Trent and Sorell.



ABOUT

Born and raised in Rochester New York, childhood trips to contemporary museums and city streets exposed “E Trent” to the diverse creative potential of reinventing space through artwork. Always fascinated with artistic masters capturing movement and the clean bright chaos of street art, he began to combine these two passions together. Further inspired by his intersections with the content design world, he has become known for pieces that incorporate explosions of incandescent color filtered through a perspective of a more traditionally trained artist. Trent has sought to set himself apart not only through his portfolio but by the way his projects incorporate themselves into a community.

2017 Trent produced and published The FEEL project, which exists to reinforce the bridge between art and mental health resources. A practical application for emotion.

2018, Trent founded Pictures4People a nonprofit art movement helping people on the streets feel seen. P4P sold out a series of 5 of Trents pieces generating \$8,000 in donations to local charities. And was a recipient of the Tri-Valley Hero award for arts and culture.

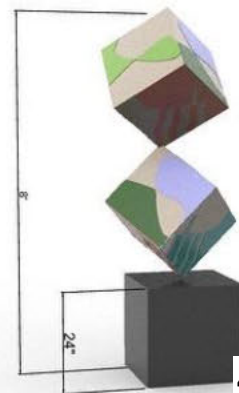
2019, Trent became the founder and creative director of OnlyUP Llc, a multi-platform art agency, specializing in design, installations and visual production. Additionally Onlyup went on the found OnlyupMuralFest, creating a collection of 30+ and counting large scale, publicly accessible exterior murals and a pop-up event series that merges public art, live music, design, and cultural activations in Livermore, CA

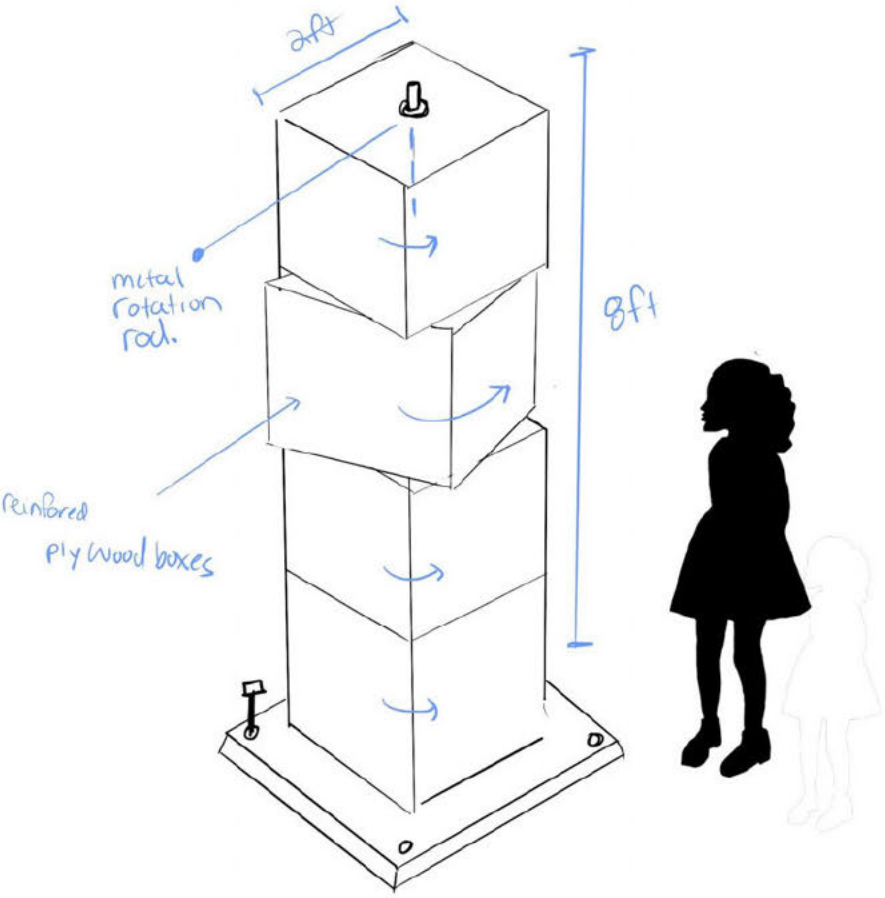
2021, Trent created Layers, a community built around a gallery series of 3d paintings created on layered glass.

2022, Trent merged Onlyup with Athen B. Gallery, reorganizing as ABG Art Group, creating a dynamic one stop shop for connection to the contemporary art scene and large scale art Installation.

Concept 3 | Painted Rotating Shapes

This concept is a perfect happy medium between free standing sculpture and contemporary street art. By creating an innovative platform and muraling it, this piece can become become a social media favorite and can quickly become a recognizable and iconic part of Dublin. The piece would consist of 4 blocks representing each of the decades since dublin was incorporated. And the sculpture would be kinetic, allowing the **community to interact with the design** by rotating the blocks.



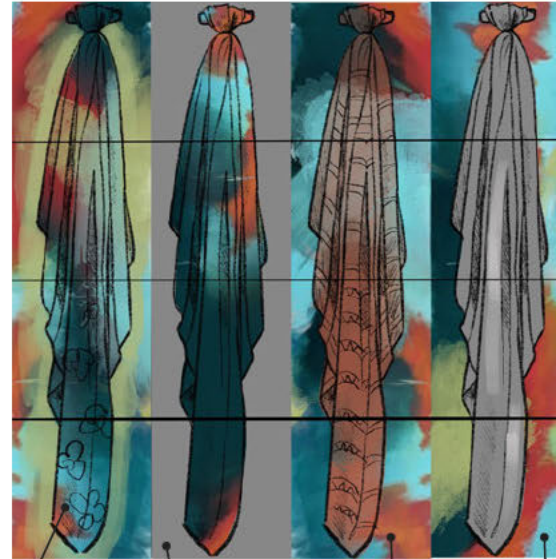


Designs are meant to represent the medium and concept and are open to additional review if selected.

The Fabric Of Dublin

The installation will consist of a combination of abstract and representative elements. The design will be in a green color palette representing the City of Dublin. It will contain flora and fauna from the region, patterns representative of the native ohlone, and im painted images representing modern day dublin. The design will be demonstrated in four identical layouts but four distinct visual styles. The viewer will be able to create their own seamless compositions by rotating the blocks.

These sketches are not representative of the level of detail that will be on the piece.



Clover + Flora & Fauna

Landmarks

Ohlone
Patterns

Realistic
Fabric

Attachment 1



Rotated
Combination

Budget Breakdown

While each of these concepts would normally incur higher costs we see this an excellent opportunity and will leverage our relationships with fabricators, to deliver these concepts within budget. **These budgets would include a design review, artist stipend, start to finish production, material hard cost, delivery and installation.**

These are our prices to produce each of the individual pieces

1) Layered acrylic sculpture - \$8,000

2) Anamorphic pole sculpture - \$7,500

3) Muraled rotating building blocks - \$5,000

4) 3d text relief sculpture - \$10,000

Selected

Our vision is to create and promote the full series and if selected for all 4 we are willing to work within the allotted budget.

1-4) Package - \$20,000 Total | \$5,000 per piece.

Temporary Art Project, Lawn Display Installation

Proposal "We Are Dublin"

Lead Artist: Sawsan Wolski

Co-Artist: Vanessa Thomas

January 31, 2022

b. Artist Qualifications:

Lead Artist: Sawsan Wolski – Resume Addendum 1

Co-Artist: Vanessa Thomas – Resume Addendum 2

Temporary Public Art Installation Experience:

Sawsan:

- December 2020 "Festive Dublin" Dublin California Santa Drive-Thru Signage. Theme "Belly Babe" letter B.
- November 2020 "BLM" and "No Justice No Peace" Dublin California Sign Card for Justice, Tri-Valley for Black Lives
- January 2020 "See the Tree" Dublin California, art in the neighborhood
- March 1999 Banner project Livermore, California

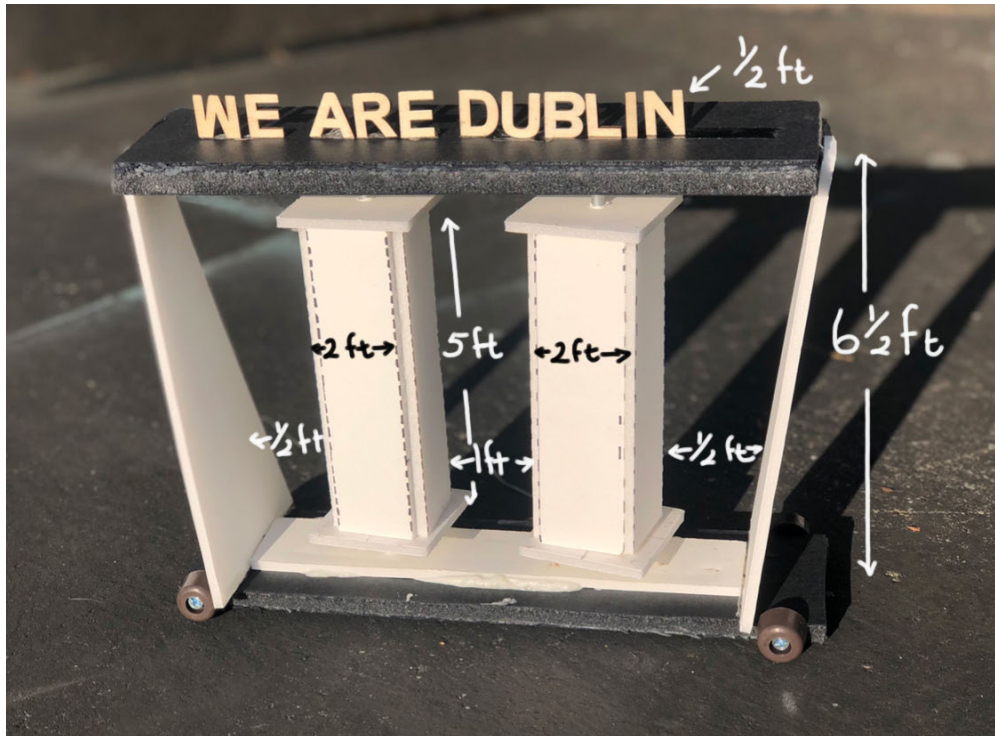
Vanessa:

- December 2020 "Festive Dublin" Dublin California Santa Drive-Thru Signage. Theme "Festive Wild Turkey" letter L.
- November 2020 "See My Humanity" Dublin California Sign Card for Justice, Tri-Valley for Black Lives
- October 2020 "Where to from here" Public Art Signage, Art Walk Livermore, California. Theme "Enlightenment"
- March 2020 "A Chair to Remember" Adirondack Chair, Dublin, California Theme "Of Poppies and Pollinators"
- September 2018 "Selfie Station - Chairing is Caring", Splatter Festival Dublin, California. Themed chairs were available as interactive art pieces so children could touch and engage with the art. The chairs included "Flora and Flyers" representing flora and pollinators, "The Last Straw", dealing with plastic contamination of the oceans, "The Moot Point" addressing the topic of meat consumption and air pollution and "Molecular Me" highlighting the importance of understanding how our bodies work at a microscopic level including our chromosomes.

c. Design:

Design Mock-Up: See physical model provided of “We Are Dublin”

Design Dimensions:



Proposed Materials:

1. Wood
2. Metal sheeting
3. Metal letters
4. Metal rods
5. Canvas banner prints (for photographs)
6. Wheels (removed following comments at Heritage & Cultural Arts Commission Meeting)*¹

d. Artist Statement:

The proposed “We Are Dublin” art installation is meant to reflect the fabric of Dublin as we mark the milestone of the 40th anniversary of the City’s incorporation. Dublin’s citizens, scenery and infrastructure make up the fabric and our diversity, multi-cultural make-up, natural beauty and creative energy stitches that fabric together to produce the unique community of Dublin.

The photographs are a sampling of the fabric of Dublin and the stitching represents our connectivity and interconnection.

The winged panels embrace the City's past and present and will include information from 1982 and 2022 including details such as demographics, Mayor and size. The slanted angle of the panels represent a welcoming, giving and inclusive community.

This installation will create a wonderful gathering spot for the community and the rotating display that people can physically interact with also allows a space where they see themselves reflected in the work in the metal panels.

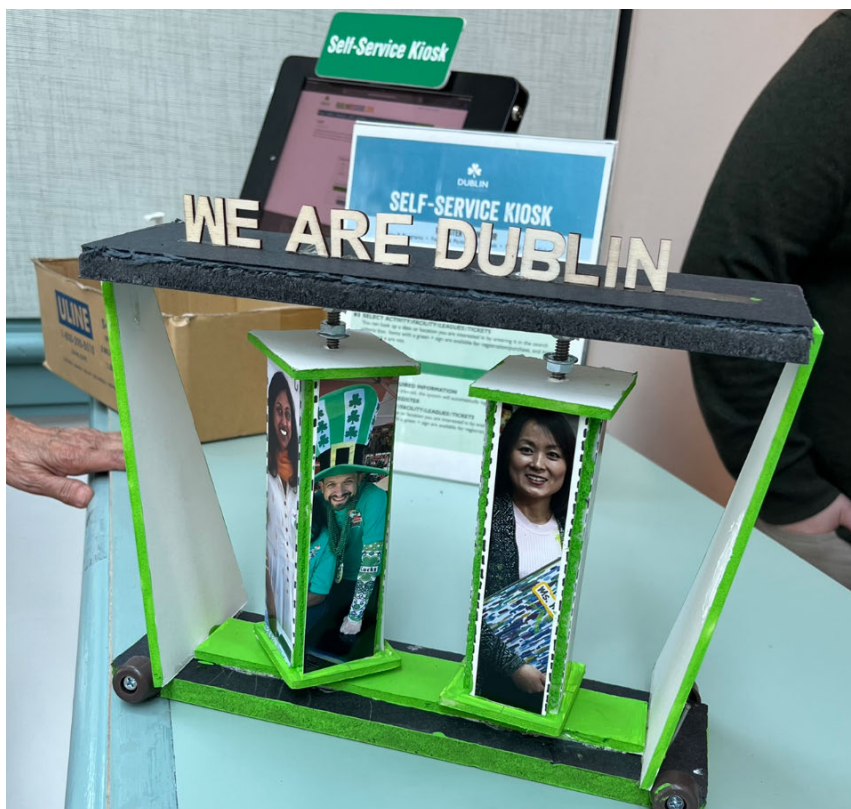
The artwork gives people a new way to relate to familiar spaces, creates a sense of place, and fosters a sense of attachment and belonging to the community.

e. Cost Estimate:

Estimated budget:

1. Wood \$1200
2. Metal \$750
3. Photographic printing \$1750 (225 per panel)
4. Miscellaneous construction items (wheels, paint, primers, sanding paper, nuts, bolts, rivets, glue etc.) \$1,020
5. Transportation by truck \$250

Total estimated budget \$4970*



f. Process:

- Photographing residents: A varied selection of Dublin residents was used for the proposal. For the final project a sampling of Dublin residents will be selected and invited to attend the photoshoot. This is to ensure that we have inclusive representation of the entire Dublin community rather than being constrained by who would arrive for an open call.
- City demographic data for the side panels of the artwork would be obtained through consultation with the City Historian and City Staff from 1982 and today.

*¹ Following attendance of the Heritage & Cultural Arts Commission meeting and comments made by the Commissioners it was decided to exclude wheels from the design. The discussion indicated that the installations would no longer be moved around the City but rather be allocated one specific space hence the need for the wheels to facilitate transportation was no longer necessary. In addition, in terms of safety of the art installation it would not be necessary for City staff to find a way to lock the wheels to secure the artwork and to prevent it from being moved.



STAFF REPORT

CITY COUNCIL

DATE: March 15, 2022

TO: Honorable Mayor and City Councilmembers

FROM: Linda Smith, City Manager

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

EXECUTIVE SUMMARY:

The City Council will consider the following proclamations for the month of April in the City of Dublin: Arbor Day, Child Abuse Prevention Month, Donate Life Month, Fair Housing Month, Financial Capability Month, Second Chance Month, Sexual Assault Awareness and Prevention Month, and Library Week.

STAFF RECOMMENDATION:

Approve the proclamations.

FINANCIAL IMPACT:

None.

DESCRIPTION:

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

1. Arbor Day
2. Child Abuse Prevention Month
3. Donate Life Month
4. Fair Housing Month
5. Financial Capability Month
6. Second Chance Month
7. Sexual Assault Awareness and Prevention Month
8. Library Week

STRATEGIC PLAN INITIATIVE:

None.

NOTICING REQUIREMENTS/PUBLIC OUTREACH:

The City Council Agenda was posted.

ATTACHMENTS:

- 1) Arbor Day Proclamation
- 2) Child Abuse Prevention Month Proclamation
- 3) Donate Life Month Proclamation
- 4) Fair Housing Month Proclamation
- 5) Financial Capability Month Proclamation
- 6) Second Chance Month Proclamation
- 7) Sexual Assault Awareness and Prevention Month Proclamation
- 8) Library Week Proclamation

A PROCLAMATION OF THE CITY COUNCIL
CITY OF DUBLIN, CALIFORNIA

“Arbor Day – April 30, 2022”

WHEREAS, in 1872, J. Sterling Morton proposed to the Nebraska Board of Agriculture that a special day be set aside for the planting of trees; and

WHEREAS, the holiday, called Arbor Day, was first observed with the planting of more than a million trees in Nebraska; and

WHEREAS, Arbor Day is now observed throughout the nation and the world; and

WHEREAS, trees are a renewable resource giving us paper, wood for our homes, fuel for our fires, and countless other wood products; and

WHEREAS, trees in the City of Dublin increase property values, enhance the economic vitality of business areas, and beautify the community; and

WHEREAS, trees, wherever they are planted, are a source of joy and spiritual renewal.

NOW, THEREFORE, BE IT RESOLVED that the Dublin City Council does hereby proclaim April 30, 2022 as Arbor Day in the City of Dublin and encourages all citizens to plant and care for trees to gladden the hearts and promote the well-being of this and future generations.

DATED: March 15, 2022

Mayor Melissa Hernandez

Vice Mayor Jean Josey

Councilmember Sherry Hu

Councilmember Shawn Kumagai

Councilmember Michael McCorriston

A PROCLAMATION OF THE CITY COUNCIL
CITY OF DUBLIN, CALIFORNIA

“Child Abuse Prevention Month”

WHEREAS, National Child Abuse Prevention Month recognizes the importance of communities working together to help families thrive and prevent child maltreatment; and

WHEREAS, during the month of April and throughout the year, communities are encouraged to increase awareness about child and family well-being, and work together to implement effective strategies that support families and prevent child abuse and neglect; and

WHEREAS, this year, the Children’s Bureau’s theme for National Child Abuse Prevention Month is “Thriving Children and Families: Prevention With Purpose”; and

WHEREAS, child abuse can have long-term psychological, emotional, and physical effects that have lasting consequences for victims of abuse; and

WHEREAS, effective child abuse prevention activities succeed because of the partnerships created between child welfare professionals, education, health, community and faith-based organizations, businesses, law enforcement agencies, and families; and

WHEREAS, prevention remains the best defense for our children and families.

NOW, THEREFORE, BE IT RESOLVED that the Dublin City Council does hereby proclaim April 2022 as National Child Abuse Prevention Month in the City of Dublin and urge all citizens to recognize this month by dedicating ourselves to the task of improving the quality of life for all children and families.

DATED: March 15, 2022

Mayor Melissa Hernandez

Vice Mayor Jean Josey

Councilmember Sherry Hu

Councilmember Shawn Kumagai

Councilmember Michael McCorriston

A PROCLAMATION OF THE CITY COUNCIL
CITY OF DUBLIN, CALIFORNIA

“Donate Life Month”

WHEREAS, April is Nationally recognized as Donate Life Month as established in 2003 by Donate Life America; and

WHEREAS, Donate Life Month helps to encourage Americans to register as organ, eye, and tissue donors and to honor those that have saved lives through the gift of donation; and

WHEREAS, the 2022 theme for Donate Life Month is the “Bee A Donor!”; and

WHEREAS, the “Bee A Donor!” theme was inspired by the vital role that bees play in sustaining life. Bees are a small but powerful life force, and work together with dedication, collaboration, and a strong sense of community; and

WHEREAS, April 22, 2022 is National Donate Life Blue and Green Day, and National Donate Life America is encouraging citizens to wear blue and green to increase awareness around organ, eye, and tissue donation.

NOW, THEREFORE, BE IT RESOLVED that the Dublin City Council does hereby proclaim April 2022 as Donate Life Month in the City of Dublin and encourages all citizens to become educated about living donations and consider registering as a donor.

DATED: March 15, 2022

Mayor Melissa Hernandez

Vice Mayor Jean Josey

Councilmember Sherry Hu

Councilmember Shawn Kumagai

Councilmember Michael McCorriston

A PROCLAMATION OF THE CITY COUNCIL
CITY OF DUBLIN, CALIFORNIA

“Fair Housing Month”

WHEREAS, Fair Housing Month celebrates the passage of the federal Fair Housing Act in April 1968, a national law that prohibits discrimination in the sale, rental and financing of housing based on race, color, national origin, religion, gender, familial status, and disability; and

WHEREAS, each April, the U.S. Department of Housing and Urban Development (HUD) observes Fair Housing Month; and

WHEREAS, economic stability, community health, and human relations in all communities are improved by diversity and integration; and

WHEREAS, Fair Housing is integral to the ethical commitment of members of the National Association of REALTORS® and the City of Dublin and is critical to the ability of all real estate professionals to serve their clients, customers, and communities; and

WHEREAS, April is designated Fair Housing Month to encourage residents of the City of Dublin to attend fair housing education seminars, and to support city and state efforts to end discrimination in housing.

NOW, THEREFORE, BE IT RESOLVED that the Dublin City Council does hereby proclaim April 2022 as Fair Housing Month in the City of Dublin to establish an inclusive community committed to fair housing and to promote appropriate activities by private and public entities intended to provide or advocate for equal housing opportunities for all residents and prospective residents in the City of Dublin.

DATED: March 15, 2022

Mayor Melissa Hernandez

Vice Mayor Jean Josey

Councilmember Sherry Hu

Councilmember Shawn Kumagai

Councilmember Michael McCorriston

A PROCLAMATION OF THE CITY COUNCIL
CITY OF DUBLIN, CALIFORNIA

“Financial Capability Month”

WHEREAS, on March 9, 2004, Senate Resolution 316 was passed designating April 2004 as “Financial Literacy Month”. The Resolution resolved to raise public awareness about the importance of financial education in the United States and the serious consequences associated with the lack of understanding about personal finances; and

WHEREAS, each April, federal and state agencies, credit unions, schools, nonprofit organizations, businesses and other entities take part in this initiative to raise awareness about the importance of financial literacy education in the United States and the consequences that may be associated with a lack of understanding personal finances; and

WHEREAS, the Financial Literacy and Education Commission (FLEC) encourages people to take action to improve their financial futures; and

WHEREAS, many people have experienced the challenges of rebuilding their lives after a disaster. The best way to prepare for a natural disaster is knowing the risks of where you live and saving for the unexpected; and

WHEREAS, Money Smart Week will be held virtually April 9-16, 2022.

NOW, THEREFORE, BE IT RESOLVED that the Dublin City Council does hereby proclaim April 2022 as Financial Capability Month in the City of Dublin and encourages all citizens to start developing short and long-term financial habits through financial literacy.

DATED: March 15, 2022

Mayor Melissa Hernandez

Vice Mayor Jean Josey

Councilmember Sherry Hu

Councilmember Shawn Kumagai

Councilmember Michael McCorriston

A PROCLAMATION OF THE CITY COUNCIL
CITY OF DUBLIN, CALIFORNIA

“Second Chance Month”

WHEREAS, in April 2022, the National Association of Criminal Defense Lawyers will celebrate Second Chance Month; and

WHEREAS, since 2017, NACDL, Prison Fellowship, and other national partners have recognized Second Chance Month as a time to raise awareness about the obstacles faced by over 70 million Americans with a criminal record and unlock opportunities for them to succeed; and

WHEREAS, every person has dignity and potential, but one in three American adults has a criminal record, which limits their access to education, jobs, housing, and other things they need to reach their potential; and

WHEREAS, now, more than ever, it is crucial to raise awareness about the challenges men and women face upon reentry as they seek healthcare, housing, and employment.

NOW, THEREFORE, BE IT RESOLVED that the Dublin City Council does hereby proclaim April 2022 as Second Chance Month in the City of Dublin to educate citizens of the challenges faced by those affected by crime and incarceration.

DATED: March 15, 2022

Mayor Melissa Hernandez

Vice Mayor Jean Josey

Councilmember Sherry Hu

Councilmember Shawn Kumagai

Councilmember Michael McCorriston

A PROCLAMATION OF THE CITY COUNCIL
CITY OF DUBLIN, CALIFORNIA

“Sexual Assault Awareness and Prevention Month”

WHEREAS, April is National Sexual Assault Awareness Month – a time to draw attention to the prevalence of sexual assault and educate individuals and communities about how to prevent it; and

WHEREAS, we know that, in the United States alone, nearly one in five women and one in 67 men have been raped at some time in their lives and that one in six boys and one in four girls are sexually abused before the age of 18; and

WHEREAS, Sexual harassment, assault, and abuse happen in all communities – and that includes online spaces. We are spending more and more of our lives online – whether that’s for work, school, or entertainment. Unfortunately, with this increase in virtual connection comes an increase in online abuse and harassment. Consent and boundaries can be violated online in a number of ways, and the trauma of online abuse is all too real for many survivors; and

WHEREAS, 2022 marks the twenty-first anniversary of SAAM; and

WHEREAS, the National Sexual Violence Resource Center campaign for April 2022 is “Building Safe Online Spaces Together”; and

WHEREAS, the campaign calls on us to practice digital consent, intervene when we see harmful content and behaviors, and promote online communities that value respect, inclusion, and safety.

NOW, THEREFORE, BE IT RESOLVED that the Dublin City Council does hereby proclaim April 2022 as Sexual Assault Awareness and Prevention Month in the City of Dublin and encourages all citizens to learn how to create safe and respectful online communities.

DATED: March 15, 2022

Mayor Melissa Hernandez

Vice Mayor Jean Josey

Councilmember Sherry Hu

Councilmember Shawn Kumagai

Councilmember Michael McCorriston

A PROCLAMATION OF THE CITY COUNCIL
CITY OF DUBLIN, CALIFORNIA

“Library Week April 3-9, 2022”

WHEREAS, libraries are accessible and inclusive places that foster a sense of connection and build community; and

WHEREAS, libraries connect people to technology, providing access to broadband internet, computers, and training that are critical for accessing education and employment opportunities; and

WHEREAS, libraries offer opportunities for everyone to connect with new ideas and become their best selves through access to multimedia content, programs, and classes – in addition to books; and

WHEREAS, today’s libraries and their services extend far beyond the four walls of a building and everyone is welcome to use their resources; and

WHEREAS, in times of crises, libraries and library professionals play an invaluable role in supporting their communities both in person and virtually;

WHEREAS, to adapt to our changing world, libraries are expanding their resources and continuing to meet the needs of their patrons;

WHEREAS, libraries have long served as trusted and treasured institutions for all members of the community regardless of race, ethnicity, creed, ability, sexual orientation, gender identity, or socio-economic status.

NOW, THEREFORE, BE IT RESOLVED that the Dublin City Council does hereby proclaim April 3-9, 2022 as Library Week in the City of Dublin. During this week, we encourage citizens to connect with their library by visiting online or in person to access resources and services.

DATED: March 15, 2022

Mayor Melissa Hernandez

Vice Mayor Jean Josey

Councilmember Sherry Hu

Councilmember Shawn Kumagai

Councilmember Michael McCorriston



STAFF REPORT

CITY COUNCIL

DATE: March 15, 2022

TO: Honorable Mayor and City Councilmembers

FROM: Linda Smith, City Manager

SUBJECT: Payment Issuance Report and Electronic Funds Transfers
Prepared by: Veronica Briggs, Senior Finance Technician

EXECUTIVE SUMMARY:

The City Council will receive a listing of payments issued from February 1, 2022 – February 28, 2022 totaling \$9,030,040.83.

STAFF RECOMMENDATION:

Receive the report.

FINANCIAL IMPACT:

SUMMARY OF PAYMENTS ISSUED February 1, 2022 – February 28, 2022

Total Number of Payments: 320
Total Amount of Payments: \$9,030,040.83

DESCRIPTION:

The Payment Issuance Report (Attachment 1) provides a listing of all payments for the period beginning February 1, 2022 through February 28, 2022. This report is provided in accordance with the policy adopted November 15, 2011, in Resolution No.189-11. The listing of payments has been reviewed in accordance with the policies for processing payments and expenditures.

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

audited comprehensive annual financial report.

NOTICING REQUIREMENTS/PUBLIC OUTREACH:

The City Council Agenda was posted.

ATTACHMENTS:

1) Payment Issuance Report for February 2022

Print Date: 03/01/2022
Page 1 of 10

City of Dublin
Payment Issuance Report
Payments Dated 2/1/2022 through 2/28/2022

Date Issued	Payee	Amount	Description
02/04/2022	CAL PERS	82,552.73	PERS RETIREMENT PLAN: PE 1/28/22
02/04/2022	EMPLOYMENT DEVELOPMENT DEPT	18,580.75	CA STATE WITHHOLDING: PE 1/28/22
02/04/2022	HEALTH EQUITY, INC.	3,787.37	HEALTH EQUITY: PE 1/28/22
02/04/2022	I C M A 401 PLAN	1,129.78	DEFERRED COMP 401A: PE 1/28/22
02/04/2022	I C M A 457 PLAN	30,684.49	DEFERRED COMP 457: PE 1/28/22
02/04/2022	INTERNAL REVENUE SERVICE	62,194.78	FEDERAL WITHHOLDING: PE 1/28/22
02/04/2022	US BANK - PARS	2,294.60	PARS: PE 1/28/22
Payments Issued 2/4/2022 Total:		201,224.50	
02/07/2022	4LEAF INC.	56,822.00	BLDG INSP/PLAN CHECK SVCS DEC 2021
02/07/2022	ALAMEDA COUNTY LIBRARY	114,174.75	DUBLIN LIBRARY SERVICES JUL-SEP 2021
		152,233.00	DUBLIN LIBRARY SERVICES OCT-DEC 2021
	Check Total:	266,407.75	
02/07/2022	ALL CITY MANAGEMENT SVCS INC	13,539.36	CROSSING GUARD SERVICES- 12/21/21 TO 12/25/21
02/07/2022	AMP PRINTING, INC.	151.27	BUSINESS CARDS
		103.44	BUSINESS CARDS
		65.71	BUSINESS CARDS
		62.71	BUSINESS CARDS
	Check Total:	383.13	
02/07/2022	ARORA, AKSHAY	11,698.60	REC CLASS INSTRUCTOR
		666.00	REC CLASS ISNTRUCTOR
	Check Total:	12,364.60	
02/07/2022	AT&T - CALNET 3	306.29	SERVICE TO 01/26/2022
		132.24	SERVICE TO 01/27/2022
	Check Total:	438.53	
02/07/2022	BIG O'TIRES #7	3,298.43	POLICE VEHICLE MAINT & TIRES
02/07/2022	BKF ENGINEERS	197.00	SAN RAMON RD TRAIL LIGHTING DESIGN
02/07/2022	BOUND TREE MEDICAL, LLC.	1,457.08	POLICE EVIDENCE SUPPLIES
02/07/2022	BSK ASSOCIATES INC.	1,445.75	TESTING/INSP DON BIDDLE COMMUNITY PARK
02/07/2022	CARBONIC SERVICE	183.55	THE WAVE POOL CHEMICALS
02/07/2022	CHANDLER ASSET MANAGEMENT	13,051.92	INVESTMENT CONSULTING SERVICES
02/07/2022	DAHLIN GROUP INC	149.50	CONSTR SUPPORT FOR THE WAVE SLIDE ANCHORS
		7,960.00	SENIOR CENTER WALL REPAIR ASSESSMENT
	Check Total:	8,109.50	
02/07/2022	DUBLIN CHEVROLET	219.02	POLICE VEHICLE MAINT & REPAIRS
02/07/2022	DUBLIN UNIFIED SCHOOL DISTRICT	512.42	STAGER GYM DSRSD WATER USE 10/1/21-11/30/21
		983.14	STAGER GYM ELECTRIC USE 11/12/21-12/12/21
		253.46	STAGER GYM SPURR USE 11/02/21-12/02/21
		84.80	STAGER GYM SPURR USE 10/02/21-11/01/21
	Check Total:	1,833.82	
02/07/2022	EAST BAY POOL SERVICE, INC.	624.00	THE WAVE POOL CHEMICALS
		1,323.32	THE WAVE POOL FILTER VALVE REPLACEMENT
		17,240.00	THE WAVE POOL MAINTENANCE
	Check Total:	19,187.32	
02/07/2022	ELITE AUTO GLASS INC	532.83	POLICE VEHICLE REPAIR
02/07/2022	ENTERPRISE RENT A CAR	3,696.56	VEHICLE RENTAL-SPECIAL INVESTIGATIONS UNIT
02/07/2022	EUROPEAN MOBILE WERKS	792.28	POLICE VEHICLE MAINTENANCE & REPAIR
02/07/2022	FARAHMAND, AMIR	707.73	MILEAGE REIMBURSEMENT DEC 2021

City of Dublin
 Payment Issuance Report
 Payments Dated 2/1/2022 through 2/28/2022

Date Issued	Payee	Amount	Description
02/07/2022	GOLDEN STATE FLEET SVCS INC	225.00	POLICE VEHICLE TOW
02/07/2022	GROUP 4 ARCHITECTURE,	3,918.87	DESIGN OF CULTURAL ARTS CENTER
02/07/2022	HARRIS & ASSOCIATES	360.00	DESIGN/CONSTR SUPPORT-2021 SLURRY SEAL PROJ
02/07/2022	HDL COREN & CONE	1,764.96	PROPERTY TAX CONSULTING SERVICES
02/07/2022	JAVORSKY, KYLE	98.00	MILEAGE REIMBURSEMENT DEC 2021
02/07/2022	KIDZ LOVE SOCCER	10,023.00	REC CLASS INSTRUCTOR
02/07/2022	LIVERMORE AUTO GROUP	7,437.64	POLICE VEHICLE MAINT & REPAIRS
02/07/2022	MARK THOMAS & COMPANY, INC.	82,240.40	IRON HORSE TRAIL CROSSING DESIGN SVCS
02/07/2022	MNS ENGINEERS, INC.	5,115.00	DON BIDDLE COMMUNITY PARK INSPECTIONS
		2,945.00	INSPECTIONS/CONSTR MGMT SR RD TRAIL LIGHTING
		20,601.00	IRON HORSE TRAIL BRIDGE AT DUBLIN BLVD
	Check Total:	28,661.00	
02/07/2022	MOORE, MARSHA	166.99	REIMB CITY CLERK'S NEW LAW/ELECTIONS CONF EXP
02/07/2022	PAKPOUR CONSULTING GROUP, INC.	5,320.00	CONSTRUCTION MGMT-DON BIDDLE COMM PARK
02/07/2022	PETIT, CHRISTINE	643.20	REC CLASS INSTRUCTOR
02/07/2022	PG&E	4,065.23	SERVICE TO 01/05/2022
		84.44	SERVICE TO 01/07/2022
		5,416.69	SERVICE TO 01/10/2022
		421.61	SERVICE TO 01/11/2022
		10,180.24	SERVICE TO 01/12/2022
		67.63	SERVICE TO 01/13/2022
		195.98	SERVICE TO 12/15/2021
	Check Total:	20,431.82	
02/07/2022	PHOENIX GROUP INFO SYS.	418.70	PARKING CITATION PROCESSING - DEC 2021
02/07/2022	PLEASANTON, CITY OF	20,587.34	FREEWAY INTERCHANGE DEBT PYMT OCT-DEC 2021
02/07/2022	PRUDENTIAL OVERALL SUPPLY	46.40	MAT SERVICE - PUBLIC SAFETY COMPLEX
02/07/2022	QUADIENT, INC.	174.41	POSTAGE MACHINE SUPPLIES
02/07/2022	QUENCH USA, INC.	549.05	WATER FILTER SYSTEMS FEB - MAR 2022
02/07/2022	QUETEL CORPORATION	1,946.00	EVIDENCE PRINTER & SUPPLIES
02/07/2022	REDWOOD TOXICOLOGY LAB. INC.	991.00	FORENSIC DRUG AND ALCOHOL EXAMS
02/07/2022	SABOO INC.	134,068.75	CONSTRUCTION-HERITAGE PARK CEMETARY IMPROV
02/07/2022	SIMPLER SYSTEMS, INC	1,500.00	FEB 2022 SIMPLER SOFTWARE LICENSING
02/07/2022	SNG & ASSOCIATES INC.	3,480.00	ON-CALL PLAN REVIEW SERVICES-CIP/PARKS
02/07/2022	STONE, ROBERT	19.49	MILEAGE REIMBURSEMENT DEC 2021
02/07/2022	SUAREZ & MUNOZ CONSTRUCTION	192,142.39	FALLON SPORTS PARK-PH 3 CONSTRUCTION
02/07/2022	TREASURER ALAMEDA COUNTY	1,609.50	PARKING CITATIONS COLLECTED - DEC 2021
02/07/2022	TREASURER ALAMEDA COUNTY	19,188.15	FUEL - NOV 2021
02/07/2022	TRI-VALLEY TRANSPORT. COUNCIL	1,632,035.86	TRI-VALLEY TRANSPORTATION FEES OCT-DEC 2021
02/07/2022	TYLER TECHNOLOGIES, INC.	6,300.00	TYLER MUNIS ERP SOFTWARE IMPLEMENTATION
02/07/2022	UNIVERSAL BUILDING SERVICES &	270.00	CARPET CLEANING SVCS-CORP YARD OCT 2021
		99.00	CARPET CLEANING SVCS-HERITAGE CENTER OCT 2021
		1,810.00	CARPET CLEANING SVCS-PUBLIC SAFETY OCT 2021
		1,298.00	CARPET CLEANING SVCS-SHANNON CENTER OCT 2021
		828.00	CARPET CLEANING SVCS-THE WAVE OCT 2021
		3,600.00	WINDOW CLEANING SVCS-CIVIC CENTER OCT 2021
		1,000.00	WINDOW CLEANING SVCS-LIBRARY OCT 2021
		700.00	WINDOW CLEANING SVCS-SENIOR CENTER OCT 2021

City of Dublin
 Payment Issuance Report
Payments Dated 2/1/2022 through 2/28/2022

Date Issued	Payee	Amount	Description
		500.00	WINDOW CLEANING SVCS-SHANNON CENTER OCT 2021
		900.00	WINDOW CLEANING SVCS-THE WAVE OCT 2021
		11,005.00	Check Total:
02/07/2022	UPADHYAY, NIYANT	28.28	MILEAGE REIMBURSEMENT DEC 2021
02/07/2022	YASH'S PIZZA CORP	214.80	PIZZAS FOR BIRTHDAY PARTIES AT THE WAVE
		2,592,264.16	Payments Issued 2/7/2022 Total:
02/08/2022	U.S. BANK CORPORATE PMT SYSTEM	542.19	BLDG PLANS EXAMINER TRNG & OFFICE SUPPLIES
		24.00	BREAKFAST WITH SANTA SUPPLIES
		1,365.00	BUILDING CODE COMPLETE DIGITAL CODES
		610.00	CAFR AWARD SUBMISSION FEE
		340.98	CAMERA EQUIPMENT & ADOBE STOCK IMAGES
		476.44	CHRISTMAS TREE LIGHTING SUPPLIES
		1,378.64	COMPUTER EQUIPMENT
		54.99	COMPUTER SOFTWARE
		2,910.40	DOLAN PARK EXERCISE STATION SIGNS
		923.31	EMPLOYEE APPRECIATION LUNCH AWARDS
		117.98	FACEBOOK ADS
		1,527.21	FACILITIES LINEN CLEANING & OFFICE SUPPLIES
		275.02	HERITAGE PARK SUPPLIES
		552.00	JOB ADVERTISEMENTS
		223.44	MASKS & EMPLOYEE RECOGNITION SUPPLIES
		12.00	MONTHLY DIGITAL NEWS SUBSCRIPTION
		830.42	OFFICE SUPPLIES
		1,557.65	OFFICE SUPPLIES, U.S. MAYORS CONF REG-HERNANDEZ
		588.00	ONLINE SOCIAL MEDIA PUBLISHER SUBSCRIPTION
		517.77	P&CS STAFF TRAINING LUNCH
		475.00	PARKS & REC ASSN HOLIDAY LUNCH -19 ATTENDEES
		4,439.64	POLICE SUPPLIES & EQUIPMENT
		635.65	PRESCHOOL & STUDENT UNION SUPPLIES
		184.00	RED CROSS CERTIFICATIONS FOR WAVE STAFF
		489.11	SENIOR CENTER SUPPLIES
		300.00	SOCIETY OF CIVIL ENGINEERS DUES-BOITNOTT
		372.00	SURVEY MONKEY SUBSCRIPTION RENEWAL
		457.22	SURVEYS FOR PCS PRGMS, RETREAT SUPPLIES
		195.32	TABLE FOR SHANNON CENTER
		1,627.90	TEAM DUBLIN & INSIDE DUBLIN SUPPLIES
		730.35	THE WAVE EQUIPMENT
		3,338.46	TREE LIGHTING SUPPLIES
		2,640.64	WEBCAMS & COMPUTER SUPPLIES
		30,712.73	Check Total:
		30,712.73	Payments Issued 2/8/2022 Total:
02/09/2022	CAL PERS HEALTH PREMIUM	143,642.96	HEALTH INSURANCE PREMIUM - FEB 2022
		143,642.96	Payments Issued 2/9/2022 Total:

City of Dublin
 Payment Issuance Report
 Payments Dated 2/1/2022 through 2/28/2022

Date Issued	Payee	Amount	Description
02/14/2022	4LEAF INC.	630.00	ENGINEERING SERVICES - JAN 2022
02/14/2022	ADVANCED INTEGRATED PEST	5,060.00	PEST CONTROL SERVICES JAN 2022
02/14/2022	ADVANCED MOBILITY GROUP	1,050.00	TRAFFIC SIGNAL SYSTEMS SUPPORT
02/14/2022	ALLEN'S AUTOMOTIVE & TOWING IN	260.00	POLICE EVIDENCE TOW
02/14/2022	AMP PRINTING, INC.	62.71	BUSINESS CARDS- W. COWENS (PD)
02/14/2022	AMY'S ENGRAVED SIGNS & AWARDS	88.20	COUNCIL CHAMBER NAMEPLATES
		148.84	EMPLOYEE NAMEPLATE
		1,283.53	EMPLOYEE NAMEPLATE & ADA SIGNS
	Check Total:	1,520.57	
02/14/2022	AT&T - CALNET 3	151.52	SERVICE TO 02/01/2022
02/14/2022	BAJAJ, PRIYA	1,202.00	RECREATION REFUND
02/14/2022	BAY AREA NEWS GROUP	81.76	PLANNING LEGAL NOTICES JAN 2022
02/14/2022	BIG O'TIRES #7	85.88	POLICE VEHICLE MAINT & TIRE
02/14/2022	BRINKS, INC.	230.75	ARMORED CAR SERVICE-FEB 2022
02/14/2022	BROOKFIELD RESIDENTIAL	85,897.20	REFUND OF PERFORMANCE SECURITY CASH DEPOSIT
02/14/2022	BSK ASSOCIATES INC.	6,214.70	PRE-CONSTRUCTION SOIL SAMPLING & TESTING
		2,447.50	TESTING/INSP DON BIDDLE COMMUNITY PARK
	Check Total:	8,662.20	
02/14/2022	CAL ENGINEERING & GEOLOGY INC	5,698.75	ENGINEERING SERVICES - DEC 2021
02/14/2022	CALED	100.00	CALED MEMBERSHIP FY22-23 FRANKLIN
02/14/2022	CASCADIA CONSULTING GROUP, INC	5,135.00	SB 1383 IMPLEMENTATION ASSISTANCE
02/14/2022	CODE PUBLISHING, LLC	699.00	MUNICIPAL CODE UPDATE
		550.00	STANDARD WEB HOSTING
	Check Total:	1,249.00	
02/14/2022	DRAW 4 ME FIRE ETC.	1,328.00	REFUND FIRE PERMIT FEE
02/14/2022	DSRSD	11,188.46	SERVICE TO 1/14/2022
02/14/2022	DUBLIN CHEVROLET	870.66	POLICE VEHICLE MAINT & REPAIRS
02/14/2022	DUBLIN STATION INVESTORS	10,000.00	COMMERCIAL RENT RELIEF GRANT PROGRAM
02/14/2022	DUTCHOVER & ASSOCIATES	115.00	ENGINEERING SERVICES - OCT 2021
		1,037.50	LANDSCAPE PLAN CHECK & INSPECTIONS
	Check Total:	1,152.50	
02/14/2022	ECS IMAGING INC.	499.15	DOCUMENT SCANNING SERVICES
02/14/2022	EVERYTHING GROWS INTERIOR	204.51	PLANT SERVICE FEB 2022
02/14/2022	GHD, INC.	623.50	SPEED LIMIT ENGINEERING/TRAFFIC SURVEYS
02/14/2022	GRANICUS, LLC.	2,000.00	AGENDA MGMT SOFTWARE MEDIA MANAGER FEES
02/14/2022	GUIDA SURVEYING INC.	200.00	ENGINEERING SERVICES - DEC 2021
		400.00	ENGINEERING SERVICES - JAN 2022
		700.00	ENGINEERING SERVICES - NOV 2021
	Check Total:	1,300.00	
02/14/2022	HF&H CONSULTANTS, LLC	13,113.75	SOLID WASTE FRANCHISE AGREEMENT AMENDMENT
02/14/2022	KIMLEY-HORN AND ASSOC. INC.	2,999.41	HOUSING ELEMENT UPDATE CONSULTING SERVICES
		2,850.50	PREPARE CEQA DOCS FOR EAST RANCH PROJECT
	Check Total:	5,849.91	
02/14/2022	KITTELSON & ASSOCIATES, INC.	22,691.25	CITYWIDE BIKE/PED MASTER PLAN UPDATE
02/14/2022	KR FARMS	500.00	REFUND TEMPORARY USE PERMIT
02/14/2022	LIVERMORE VALLEY WINEGROWERS	7,500.00	MARKETING SPONSORSHIP FY 21-22
02/14/2022	MCE CORPORATION	9,497.42	LANDSCAPE MAINTENANCE DSRSD JAN 2021
02/14/2022	MEYERS NAVE	57,193.74	LEGAL SERVICES DEC 2021
		36,927.94	LEGAL SERVICES NOV 2021

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Date Issued	Payee	Amount	Description
	Check Total:	94,121.68	
02/14/2022	MORAN, RYAN	12.88	MILEAGE REIMBURSEMENT
02/14/2022	NAWEED, DIBA	1,004.95	RETURN OF ASSET SEIZURE FUNDS
02/14/2022	PAKPOUR CONSULTING GROUP, INC.	9,310.00	CONSTRUCTION MGMT-DON BIDDLE COMM PARK
02/14/2022	PG&E	58.53	SERVICE TO 01/10/2022
		10.51	SERVICE TO 01/24/2022
		546.98	SERVICE TO 01/28/2022
	Check Total:	616.02	
02/14/2022	PRUDENTIAL OVERALL SUPPLY	66.88	MAT SERVICE - SENIOR CENTER
02/14/2022	QUENCH USA, INC.	854.37	WATER FILTER SYSTEMS FEB - MAR 2022
02/14/2022	RAYNE OF SAN JOSE	177.90	WATER SOFTENER SERVICE-FIRE STATION 16
		202.00	WATER SOFTENER SERVICE-FIRE STATION 17
		149.35	WATER SOFTENER SERVICE-FIRE STATION 18
	Check Total:	529.25	
02/14/2022	REDWOOD TOXICOLOGY LAB. INC.	540.00	FORENSIC DRUG AND ALCOHOL EXAMS
02/14/2022	RRM DESIGN GROUP, A CA CORP	131.25	LANDSCAPE PLAN CHECK & INSPECTIONS
02/14/2022	SAN FRANCISCO ELEVATOR SVC INC	394.70	ELEVATOR MAINTENANCE/INSPECTION FEB 2022
02/14/2022	SDI PRESENCE, LLC.	7,700.00	ENTERPRISE RSRCE PLNG SELECTION ASSISTANCE
02/14/2022	SELECT IMAGING	125.23	EMPLOYEE NAMEPLATES & BADGES
02/14/2022	SHAMROCK OFFICE SOLUTIONS, LLC	2,107.23	COPIER CHARGES
02/14/2022	SNG & ASSOCIATES INC.	25,475.00	ENGINEERING SERVICES - AUG 2021
02/14/2022	THE ECOHERO SHOW, LLC.	275.00	DUBLIN SCHOOLS RECYCLING EDUC ASSESSMENT
02/14/2022	TIREHUB, LLC.	652.92	POLICE VEHICLE MAINTENANCE
		704.66	POLICE VEHICLE TIRES
	Check Total:	1,357.58	
02/14/2022	TPX COMMUNICATIONS	2,833.43	INTERNET & PHONE SERVICES TO 01/09/22
02/14/2022	TRI-SIGNAL INTEGRATION INC	323.75	FIRE ALARM SVCS LIBRARY FEB-APR 2022
		126.00	QUARTERLY FIRE ALARM SERVICE ALL FIRE STATIONS
	Check Total:	449.75	
02/14/2022	TRI-VALLEY COMMUNITY TV	1,062.63	RECORD/TELEVISION CITY COUNCIL/PLNG COMM MTGS
02/14/2022	TRI-VALLEY JANITORIAL INC.	1,542.63	EXTRA JANITORIAL SERVICES JAN 2022
		22,002.75	JANITORIAL SERVICES JAN 2022
		30,228.39	JANITORIAL SERVICES-CAMP PARKS JAN 2022
		3,075.18	JANITORIAL SUPPLIES JAN 2022
	Check Total:	56,848.95	
02/14/2022	U.S. POSTAL SERVICE	3,074.80	POSTAGE FOR 2022 CITY REPORT NEWSLETTER
02/14/2022	UNITED SITE SERVICES OF CA INC	725.87	BLDG INSP TRAILER SEPTIC TANK SERVICES
02/14/2022	WELLS, CATHY	31.45	MILEAGE REIMBURSEMENT FEB 2022
	Payments Issued 2/14/2022 Total:	415,045.35	
02/17/2022	MEYERS NAVE	35,000.00	RETENTION DEPOSIT FOR LEGAL EXPERT
	Payments Issued 2/17/2022 Total:	35,000.00	
02/18/2022	CAL PERS	84,576.29	PERS RETIREMENT PLAN: PE 2/11/22
02/18/2022	EMPLOYMENT DEVELOPMENT DEPT	20,062.49	CA STATE WITHHOLDING: PE 2/11/22
02/18/2022	HEALTHQUITY, INC.	4,287.37	HEALTHQUITY: PE 2/11/22
02/18/2022	I C M A 401 PLAN	1,129.78	DEFERRED COMP 401A: PE 2/11/22
02/18/2022	I C M A 457 PLAN	31,600.26	DEFERRED COMP 457: PE 2/11/22
02/18/2022	INTERNAL REVENUE SERVICE	64,860.41	FEDERAL WITHHOLDING: PE 2/11/22

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02/18/2022	US BANK - PARS	2,442.44	PARS: PE 2/11/22
Payments Issued 2/18/2022 Total:		208,959.04	
02/22/2022	ADVANCED MOBILITY GROUP	8,215.00	TASSAJARA RD ARTERIAL MGMT PROJECT
		10,930.00	TRAFFIC SIGNAL SYSTEMS SUPPORT
	Check Total:	19,145.00	
02/22/2022	ALAMEDA COUNTY FIRE DEPARTMENT	1,157,024.88	FIRE SERVICES DEC 2021
02/22/2022	ALAMEDA COUNTY FLOOD CONTROL	340,159.05	ZONE 7 FEES COLLECTED OCT-DEC 2021
02/22/2022	ALL CITY MANAGEMENT SVCS INC	13,387.80	CROSSING GUARD SERVICES 01/09/22 - 01/22/22
02/22/2022	AMADOR VALLEY INDUSTRIES LLC	28,314.33	CAMPS PARKS SOLID WASTE SERVICES JAN 2022
02/22/2022	ARORA, AKSHAY	20,779.80	REC CLASS INSTRUCTOR
02/22/2022	AT&T	1,763.13	PUBLIC SAFETY COMPLEX DATA SERVICES
02/22/2022	AT&T - CALNET 3	48.13	SERVICE TO 02/06/2022
02/22/2022	BAY ALARM COMPANY	259.56	ALARM SERVICE SHANNON CENTER
02/22/2022	BAY ISLAND OFFICIAL ASSOC	732.00	SPORTS OFFICIATING - MEN'S BASKETBALL
		4,890.00	SPORTS OFFICIATING - YOUTH BASKETBALL
	Check Total:	5,622.00	
02/22/2022	CAL ENGINEERING & GEOLOGY INC	1,645.00	ENGINEERING SERVICES - JAN 2022
02/22/2022	CALICO CENTER	4,500.00	FORENSIC INTERVIEWING ANNUAL SUPPORT
02/22/2022	CALIFORNIA BUILDING OFFICIALS	295.00	CA BLDG OFFICIALS CITY DUES FY22-23
02/22/2022	CDW GOVERNMENT INC	3,251.90	COMPUTER EQUIPMENT
		10,441.91	MICROSOFT & ADOBE ANNUAL SUBSCRIPTIONS
	Check Total:	13,693.81	
02/22/2022	CINTAS CORP	139.08	FIRST AID KIT SUPPLIES
02/22/2022	CITIES GROUP, THE	814.00	WORKERS' COMP/SAFETY COMPLIANCE
02/22/2022	COGENT COMMUNICATIONS, INC	4,438.00	CIVIC CENTER INTERNET SERVICE FEB 2022
02/22/2022	COMCAST	114.02	CIVIC CENTER CABLE SERVICE FEB 2022
02/22/2022	COMMUNICATION ACADEMY	150.50	REC CLASS INSTRUCTOR
02/22/2022	COULSON & ASSOCIATES	18,145.00	ENGINEERING SERVICES - SEP 2021
02/22/2022	DEPARTMENT OF JUSTICE	160.00	FINGERPRINTING SERVICES - JAN 2022
02/22/2022	DU-ALL SAFETY, LLC	1,076.81	SAFETY CONSULTING & INSPECTION SERVICES
02/22/2022	ECS IMAGING INC.	13,027.20	PROFESSIONAL SVCS & LASERFICHE LICENSES
02/22/2022	HALO BRANDED SOLUTIONS	190.18	CRIME PREVENTION SUPPLIES
02/22/2022	HIVELY	29,905.00	HUMAN SERVICES GRANT JUL-DEC 2021
02/22/2022	IRON MOUNTAIN	350.49	POLICE RECORDS STORAGE - FEB 2022
02/22/2022	KIDZ LOVE SOCCER	7,726.80	REC CLASS INSTRUCTOR
02/22/2022	KIER & WRIGHT CIVIL ENGINEERS	657.00	ENGINEERING SERVICES - NOV 2021
02/22/2022	KIMLEY-HORN AND ASSOC. INC.	13,245.00	ENGINEERING SERVICES - DEC 2021
		6,690.00	ENGINEERING SERVICES - NOV 2021
	Check Total:	19,935.00	
02/22/2022	LANGUAGE LINE SERVICES	39.00	LANGUAGE LINE SERVICES DEC 2021
02/22/2022	LEGAL ASSISTANCE FOR SENIORS	858.14	HUMAN SERVICES GRANT JUL-SEP 2021
02/22/2022	LLOYD F. MCKINNEY ASSOCIATES	1,684.74	AUDIO/VISUAL/FIRMWARE UPDATE
02/22/2022	MCE CORPORATION	503,416.77	MAINTENANCE SERVICES DEC 2021
02/22/2022	MINUTEMAN PRESS	62.61	VOLUNTEER RECOGNITION EVENT INVITATIONS
02/22/2022	MNS ENGINEERS, INC.	12,903.75	ENGINEERING SERVICES - DEC 2021
		12,787.50	ENGINEERING SERVICES - JAN 2022
		15,306.25	ENGINEERING SERVICES - NOV 2021
	Check Total:	40,997.50	

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02/22/2022	NARIKA	2,718.00	HUMAN SERVICES GRANT OCT-DEC 2021
02/22/2022	OFFICE TEAM	1,121.67	TEMPORARY STAFF FOR RECORDS PROJECT
02/22/2022	ORION SAFETY PRODUCTS	1,131.54	POLICE SUPPLIES - FLARES
02/22/2022	PAKPOUR CONSULTING GROUP, INC.	6,320.00	ENGINEERING SERVICES - DEC 2021
		9,955.00	ENGINEERING SERVICES - JAN 2022
		14,106.25	ENGINEERING SERVICES - NOV 2021
		30,381.25	Check Total:
02/22/2022	PETIT, CHRISTINE	254.40	REC CLASS INSTRUCTOR
02/22/2022	PG&E	2,388.80	SERVICE TO 01/10/2022
		10,045.79	SERVICE TO 01/12/2022
		27,294.26	SERVICE TO 01/13/2022
		643.77	SERVICE TO 01/24/2022
		111.33	SERVICE TO 01/25/2022
		163.22	SERVICE TO 01/26/2022
		3,634.82	SERVICE TO 01/27/2022
		2,413.81	SERVICE TO 01/30/2022
		1,449.04	SERVICE TO 01/31/2022
		175.87	SERVICE TO 02/01/2022
		48,320.71	Check Total:
02/22/2022	PLEASANTON EVENT RENTALS INC	231.52	40TH ANNIVERSARY EVENT RENTAL
02/22/2022	PLEASANTON, CITY OF	2,131.70	HUD SECTION 108 LOAN PMT-AXIS COMM HEALTH
02/22/2022	PRO CYCLES	395.28	POLICE MOTORCYCLE MAINTENANCE
02/22/2022	SENIOR SUPPORT PROGRAM	3,496.44	HUMAN SERVICES GRANT OCT-DEC 2021
02/22/2022	SERVICE CHAMPIONS	60.00	REFUND BUILDING PERMIT FEE
02/22/2022	SHAMROCK OFFICE SOLUTIONS, LLC	4,039.74	COPIER CHARGES
02/22/2022	SPECTRUM COMMUNITY SVCS INC.	2,409.62	HUMAN SERVICES GRANT DEC 2021
02/22/2022	THE THEATER FACTORY	3,693.00	REC CLASS INSTRUCTOR
02/22/2022	THREE VALLEYS COMMUNITY	16,667.00	COMMUNITY FOUNDATION GRANT
02/22/2022	T-MOBILE USA, INC.	862.71	CELL PHONE SERVICES THROUGH 01/20/22
		7,099.82	IPADS & IPHONES
		7,962.53	Check Total:
02/22/2022	UNIVERSAL BUILDING SERVICES &	250.00	ADD'L CLEANING SVCS-CIVIC CENTER JAN 2022
		566.00	CARPET CLEANING SVCS-CIVIC CENTER JAN 2022
		2,435.00	CARPET CLEANING SVCS-LIBRARY JAN 2022
		660.00	CARPET CLEANING SVCS-SENIOR CENTER JAN 2022
		1,142.00	CARPET CLEANING SVCS-SHANNON CENTER JAN 2022
		558.00	CARPET CLEANING SVCS-THE WAVE JAN 2022
		800.00	WINDOW CLEANING SVCS-CIVIC CENTER JAN 2022
		6,411.00	Check Total:
02/22/2022	VERIZON WIRELESS	1,748.46	POLICE SITCAM SIM CARDS TO 02/03/22
		639.08	POLICE VEHICLE MODEMS & CITY CELLPHONES
		2,387.54	Check Total:
02/22/2022	WC3-WEST COAST CODE CONSULTANT	8,446.25	BLDG PLAN CHECK SVCS JAN 2022
		20,000.00	EPROCESS BLDG PERMIT MODULE SET-UP
		28,446.25	Check Total:
02/22/2022	WESCO GRAPHICS INC	6,561.68	CITY REPORT & ACTIVITY GUIDE PRINTING
02/22/2022	WORLD CUP SOCCER CAMPS&CLINICS	2,897.40	REC CLASS INSTRUCTOR

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Date Issued	Payee	Amount	Description
Payments Issued 2/22/2022 Total:		2,422,243.60	
02/23/2022	ALEX, ROSEMARY	7.02	MILEAGE REIMBURSEMENT JAN 2022
02/23/2022	FARAHMAND, AMIR	743.48	MILEAGE REIMBURSEMENT JAN 2022
02/23/2022	JAVORSKY, KYLE	175.50	MILEAGE REIMBURSEMENT JAN 2022
02/23/2022	STONE, ROBERT	12.29	MILEAGE REIMBURSEMENT JAN 2022
02/23/2022	UPADHYAY, NIYANT	164.38	MILEAGE REIMBURSEMENT JAN 2022
Payments Issued 2/23/2022 Total:		1,102.67	
02/24/2022	PLEASANTON, CITY OF	74,460.58	TVBID FEES COLLECTED FOR OCT-DEC 2021
Payments Issued 2/24/2022 Total:		74,460.58	
02/25/2022	DELTA DENTAL OF CALIFORNIA	12,343.12	DELTA DENTAL PREMIUM - FEB 2022
Payments Issued 2/25/2022 Total:		12,343.12	
02/28/2022	AHERN PHOTOGRAPHY, KATHLEEN	436.89	CHECK REISSUANCE
02/28/2022	ALAMEDA COUNTY ENVIRONMENTAL	3,564.00	ALAMEDA COUNTY POOL PERMITS
02/28/2022	ALAMEDA COUNTY FIRE DEPARTMENT	1,239,753.25	FIRE SERVICES - FEB 2022
02/28/2022	AMP PRINTING, INC.	62.71	BUSINESS CARDS
02/28/2022	ARORA, AKSHAY	3,276.00	REC CLASS INSTRUCTOR
02/28/2022	AT&T	1,802.67	CIVIC CENTER FIBER SERVICES
		483.84	CIVIC CENTER FIBER SERVICES
	Check Total:	2,286.51	
02/28/2022	AT&T - CALNET 3	1,207.54	SERVICE TO 02/12/2022
		650.51	SERVICE TO 02/14/2022
	Check Total:	1,858.05	
02/28/2022	BFS LANDSCAPE ARCHITECTURE	11,050.00	FALLON SPORTS PARK DESIGN SVCS - PHASE 3
02/28/2022	BKF ENGINEERS	69,356.50	ANNUAL STREET RESURFACING PROJECT
		37,652.75	TASSAJARA RD GAP CLOSURE PROJECT
	Check Total:	107,009.25	
02/28/2022	BSK ASSOCIATES INC.	379.50	TESTING/INSP FALLON SPORTS PARK PH3
		2,407.50	TESTING/INSP HERITAGE PARK CEMETARY IMPROV
	Check Total:	2,787.00	
02/28/2022	CA SURVEYING & DRAFTING SUPPLY	181.68	LARGE FORMAT COLOR PLOTTER SUPPLIES
02/28/2022	CALLANDER ASSOCIATES INC.	76,707.71	WALLIS RANCH PARK DESIGN SERVICES
02/28/2022	CARBONIC SERVICE	1,772.90	POOL CHEMICALS
02/28/2022	CASTRO VALLEY PERFORMING ARTS	2,006.40	REC CLASS INSTRUCTOR
02/28/2022	CDW GOVERNMENT INC	71,448.58	MICROSOFT & ADOBE ANNUAL SUBSCRIPTIONS
02/28/2022	COMCAST	2,300.00	CIVIC CENTER & FIRE STATION INTERNET
02/28/2022	COMCAST	1,862.80	INTERNET/CABLE SVC VARIOUS CITY DEPARTMENT
02/28/2022	CONTRA COSTA CO.-PUBLIC WORKS	14,119.22	DESIGN/ ENVIRO SVCS-TASSAJARA RD REALIGN
02/28/2022	DAHLIN GROUP INC	8,955.00	SENIOR CENTER WALL REPAIR ASSESSMENT
02/28/2022	DELL MARKETING L.P.	6,897.24	COMPUTERS AND MONITORS
02/28/2022	DSRSD	28,592.79	SERVICE TO 1/31/2022
02/28/2022	DUBLIN HIGH SCHOOL	1,500.00	DISCRETIONARY GRANT PROGRAM
02/28/2022	DUBLIN UNIFIED SCHOOL DISTRICT	1,224.53	STAGER GYM ELECTRIC USE 07/14/21- 08/12/21
		1,230.27	STAGER GYM ELECTRIC USE FROM 06/14/21-07/13/21
		19.40	STAGER GYM SPURR USE 06/3/21 - 07/01/21
	Check Total:	2,474.20	

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02/28/2022	EAST BAY POOL SERVICE, INC.	1,104.00	POOL CHEMICALS
		8,620.00	WATERPARK MONTHLY POOL MAINTENANCE
	Check Total:	9,724.00	
02/28/2022	ELS ARCHITECTURE & URBAN DESGN	33,410.00	SCS PROPERTY COMMUNITY OUTREACH
02/28/2022	ENGEO INC	1,734.00	FALLON CROSSING GHAD PROFESSIONAL SVCS
		3,292.79	FALLON VILLAGE GHAD PROFESSIONAL SVCS
		6,039.25	SCHAEFER RANCH GHAD PROFESSIONAL SVCS
	Check Total:	11,066.04	
02/28/2022	FRANCISCO & ASSOCIATES, INC.	15,365.00	ACQUISITION AUDIT CFD SERVICES
02/28/2022	GATES & ASSOCIATES, INC., DAVID L.	1,120.00	ALAMO CREEK FENCE DESIGN SERVICES
02/28/2022	GRAY-BOWEN-SCOTT	212.50	ON-CALL ENGINEERING SVCS-CIP
02/28/2022	INDEPENDENT UTILITY SUPPLY	6,237.95	SUPPLIES FOR SAN RAMON RD TRAIL IMPROVEMENTS
02/28/2022	KIMLEY-HORN AND ASSOC. INC.	7,557.35	HOUSING ELEMENT UPDATE CONSULTING SERVICES
02/28/2022	KITTELSON & ASSOCIATES, INC.	8,306.00	CITYWIDE BIKE/PED MASTER PLAN UPDATE
		7,620.00	DOWNTOWN PREFERRED VISION MODELING
		1,583.00	ENGINEERING SVCS-LOCAL RD SAFETY PLAN
		3,470.00	SB 743 VMT IMPLEMENTATION & MODEL
	Check Total:	20,979.00	
02/28/2022	LANLOGIC INC.	7,759.00	INFORMATION SYSTEMS CONSULTING SVCS
		1,050.00	MALWARE PROTECTION SERVICES
		425.00	NETWORK MONITORING SERVICES
	Check Total:	9,234.00	
02/28/2022	LOCAL GOVERNMENT COMMISSION	2,636.36	CIVIC SPARK PRGM TO SUPPORT CLIMATE ACTION PLAN
02/28/2022	LOGOBOSS	1,032.93	CITY APPAREL FOR CITY COUNCIL
02/28/2022	LSA ASSOCIATES INC.	1,846.25	CEQA DOC PREP-BRANAUGH PROP STAGE 2 DEV
		41.25	CEQA DOC PREP-RIGHETTI PROPERTY STAGE 2
	Check Total:	1,887.50	
02/28/2022	LYNX TECHNOLOGIES, INC.	6,200.00	GIS CONSULTING SERVICES FY21-22
02/28/2022	MEYERS NAVE	65,776.15	LEGAL SERVICES JAN 2022
02/28/2022	M-GROUP	7,786.25	PLANNING SVCS-BLVD PH1-5 & TASSAJARA HILLS
02/28/2022	MGT OF AMERICA CONSULTING, LLC	1,312.50	SB90 CLAIMS PROCESSING
02/28/2022	MICHAEL BAKER INT'L, INC.	2,895.00	CONSULTING SVCS-AFFORDABLE RENTAL HOUSING
02/28/2022	MNS ENGINEERS, INC.	310.00	CONSTR MGMT/INSP-EV CHARGING STATIONS
		5,696.25	DON BIDDLE COMMUNITY PARK INSPECTIONS
		9,067.50	FALLON SPORTS PARK PH3 PW INSPECTIONS
		620.00	INSPECTIONS/CONSTR MGMT SR RD TRAIL LIGHTING
	Check Total:	15,693.75	
02/28/2022	ON THE VINE CATERING	8,434.95	CATERING FOR VOLUNTEER RECOGNITION
02/28/2022	PAKPOUR CONSULTING GROUP, INC.	18,195.00	CONSTRUCTION MGMT-FALLON SPORTS PARK PH3
02/28/2022	PETIT, CHRISTINE	561.60	REC CLASS INSTRUCTOR
02/28/2022	PG&E	1,032.94	SERVICE TO 01/27/2022
		3,535.65	SERVICE TO 01/30/2022
		49,124.85	SERVICE TO 02/03/2022
		1,600.22	SERVICE TO 02/04/2022
		8,618.61	SERVICE TO 02/07/2022
		98.85	SERVICE TO 02/08/2022
		2,326.70	SERVICE TO 02/09/2022

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Date Issued	Payee	Amount	Description
		250.67	SERVICE TO 02/10/2022
	Check Total:	66,588.49	
02/28/2022	PGADESIGN INC.	2,170.54	HERITAGE PARK IMPROVEMENTS DESIGN SVCS
02/28/2022	PLAN JPA	17,135.00	GENERAL LIABILITY CLAIMS - JAN 2022
02/28/2022	RETIREEES	197,796.47	REIMBURSE RETIREE MEDICAL APR-JUN 2022
02/28/2022	SAN RAMON, CITY OF	700,965.75	DRFA RETIREE BENEFITS JUL-SEP 2021
02/28/2022	SELECT IMAGING	746.17	VOLUNTEER RECOGNITION EVENT POSTERS
02/28/2022	SNG & ASSOCIATES INC.	92.50	ON-CALL PLAN REVIEW SERVICES-CIP/PARKS
02/28/2022	SQUAD ESTATES	3,430.80	REC CLASS INSTRUCTOR
02/28/2022	TPX COMMUNICATIONS	2,826.88	INTERNET & PHONE SERVICES TO 02/09/22
02/28/2022	TRB AND ASSOCIATES, INC.	48,176.25	BLDG INSP/PLAN CHECK & CODE ENFORCEMENT SVCS
02/28/2022	TYLER TECHNOLOGIES, INC.	11,900.00	TYLER MUNIS ERP SOFTWARE IMPLEMENTATION
02/28/2022	VISION SERVICE PLAN - (CA)	1,820.26	VISION INSURANCE PREMIUM - FEB 2022
02/28/2022	WEE HOOP, INC.	1,173.00	REC CLASS INSTRUCTOR
	Payments Issued 2/28/2022 Total:	2,893,042.12	

Grand Total for Payments Dated 2/1/2022 through 2/28/2022: 9,030,040.83

Total Number of Payments Issued: 320



STAFF REPORT

CITY COUNCIL

DATE: March 15, 2022

TO: Honorable Mayor and City Councilmembers

FROM: Linda Smith, City Manager

SUBJECT: Memorandum of Agreement with Fort Hunter Liggett on the Relocation of the Historic Camp Parks Sign and Approval of Agreement with Page and Turnbull for Design Services
Prepared by: Shaun Chilkotowsky, Heritage and Cultural Arts Manager

EXECUTIVE SUMMARY:

The City Council will consider approving a Memorandum of Agreement with Fort Hunter Liggett memorializing a collaboration on the restoration/rehabilitation and relocation of the historic Camp Parks entrance sign and guard shack and approving an agreement with Page and Turnbull for design services for the project.

STAFF RECOMMENDATION:

Adopt the **Resolution** Approving the Memorandum of Agreement with Fort Hunter Liggett for Historic Camp Parks Sign Relocation and adopt the **Resolution** Approving a Consulting Services Agreement with Page and Turnbull for Design Services for the Restoration/Rehabilitation and Relocation of the Historic Camp Parks Entrance Sign and Guard Shack.

FINANCIAL IMPACT:

This project is included in the Fiscal Year 2020-2025 Capital Improvement Program (CIP No. PK0121) and is funded by the Public Art Fund. There is no impact to the General Fund.

The Consulting Services Agreement between the City of Dublin and Page and Turnbull has a compensation amount not to exceed \$178,408, of which \$158,408 is for base services and \$20,000 is a contingency for additional potential services. The agreement covers design, development of plans and specifications, construction administration, and various other soft costs associated with the project.

The current total project budget is \$500,450. It is likely that the project budget increase will be needed to address hazardous materials used in the original construction, the historical significance of the project, and the current condition of the sign. Should additional Public Art

funding be necessary, an appropriation request would be made to the City Council during the bid phase of the project. Sufficient funds are available in the Public Art Fund to cover future increases.

DESCRIPTION:

Background

Camp Parks was first established as a military base in World War II. The area was unofficially known as “Fleet City” and included Camp Parks (1942-46), a training and deployment center for the United States’ Navy’s Construction Battalions (“Seabees”); Camp Shoemaker (1943-46), a Navy personnel distribution and separation center; and Shoemaker Naval Hospital (1943-46), one of several Navy installations around the country where women were accepted as enlisted and officer personnel.

The Camp Parks area later housed Alameda County’s Santa Rita Jail (1946 – present); Parks Air Force Base (1951-57); Civil Defense testing facilities (1959-1985); Federal Job Corps (1960s-1970s); and the U.S. Army’s Parks Reserve Forces Training Area (PRFTA, 1980-present).

In 1944, as a U.S. Navy Seabee was ordered to Camp Parks during World War II, Bruce Goff designed the Camp Parks entrance sign and attached guard shack.

In 1998, the U.S. Army evaluated the Camp Parks entrance sign and determined it to be eligible for listing on the National Register of Historic Places. In 1999 the State Historic Preservation Officer, Office of Historic Preservation, concurred with this assessment. Also, in the late 1990’s, PRFTA and Fort Hunter Liggett (FHL) began investigating restoring the sign and guard shack. That work included environmental reviews, hazardous material sampling, and evaluation of historical and cultural resource impacts.

The current physical location of the sign and guard shack is at the original entrance which is now closed. The sign can be seen when traveling along Dougherty Road just north of Scarlett Court. The proposed location is adjacent to the new PRFTA entrance at Dougherty Road and Camp Parks Boulevard, just outside the Dublin Camp Parks Military History Center.

Memorandum of Agreement

To formalize the roles and responsibilities for the project, the City and FHL have developed a Memorandum of Agreement (MOA) that provides for the City to fund the design and construction, and FHL to continue to own and maintain the sign as it sits on federal land. The MOA also includes language to ensure public access to the sign for a period of 10 years. The MOA is included as Attachment 2.

Design Services

In October 2021, a Request for Proposals for professional services was issued for a design team that consists of a professional artist with experience in historic building preservation, a historic architect, licensed engineers, or any combination thereof that could provide the necessary professional work to complete the scope of work. Two responses were received, and in December 2021, consultant interviews were conducted. Participants included Staff from the Parks and Community Services Department, Public Works Department, and PRFTA/FHL.

The design firm of Page and Turnbull was identified as the top choice due to their vast experience and focus on historic architecture and preservation. The total agreement is proposed to not exceed \$178,408, comprising \$158,408 for base services and \$20,000 for potential changes. The agreement is included with this report as Attachment 4.

Next Steps

Following execution of proposed agreements, the project will follow the traditional design-bid-build process. It is anticipated that the development and approval of plans and specifications will take approximately four months, with bidding and construction to follow. Construction, which includes the restoration and relocation of the sign and guard shack, is estimated to take three to six months.

NOTICING REQUIREMENTS/PUBLIC OUTREACH:

The City Council Agenda was posted.

ATTACHMENTS:

- 1) Resolution Approving a Memorandum of Agreement with Fort Hunter Liggett for Historic Camp Parks Sign Relocation
- 2) Exhibit A to the Resolution – Memorandum of Agreement Between the City of Dublin and Fort Hunter Liggett for Historic Camp Parks Sign Relocation
- 3) Resolution Approving a Consulting Services Agreement with Page and Turnbull for Design Services for the Restoration/Rehabilitation and Relocation of the Historic Camp Parks Sign and Guard Shack
- 4) Exhibit A to the Resolution – Consulting Services Agreement Between the City of Dublin and Page and Turnbull for Design Services for the Restoration and Relocation of the Historic Camp Parks Sign and Guard Shack

RESOLUTION NO. XX – 22

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

**APPROVING A MEMORANDUM OF AGREEMENT WITH FORT HUNTER LIGGETT FOR
HISTORIC CAMP PARKS SIGN RELOCATION**

WHEREAS, the 2020-2025 Capital Improvement Program includes a project (CIP No. PK0121, funded by the Public Art Fund) to provide the restoration/rehabilitation and relocation of the historic Camp Parks entrance sign; and

WHEREAS, the Camp Parks entrance sign and attached guard shack was designed by renowned artist and architect Bruce Goff, while an active US Navy Seabee, around 1944; and

WHEREAS, the Camp Parks entrance sign has become iconic in Dublin and was determined to be eligible for the National Registry of Historic Places; and

WHEREAS, parties have a mutual interest in preserving the Camp Parks entrance sign to further preserve and promote local history, and the City of Dublin 2020 Public Art Master Plan that states that art in the public domain adds value to the community, identifies unique history and helps create a sense of place, reflects the diversity of the community, and inspires civic pride; and

WHEREAS, the City and Fort Hunter Liggett have prepared a Memorandum of Agreement that provides for the City to fund the design and construction of the project and Fort Hunter Liggett to continue to own and maintain the restored, rehabilitated, and relocated sign and attached guard shack and provide public access to the sign for a period of 10 years.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Dublin does hereby authorize the execution of a Memorandum of Agreement with Fort Hunter Liggett, attached hereto as **Exhibit A**, that memorializes the collaboration on the restoration/rehabilitation and relocation of the historic Camp Parks entrance sign.

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.

PASSED, APPROVED AND ADOPTED this 15th day of March 2022, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Mayor

ATTEST:

City Clerk

MEMORANDUM OF AGREEMENT
BETWEEN
THE CITY OF DUBLIN
AND
FORT HUNTER LIGGETT
FOR
HISTORIC CAMP PARKS SIGN RELOCATION
W81WYN-20-406

1. This is a Memorandum of Agreement (MOA) between The City of Dublin (Dublin) and Fort Hunter Liggett (FHL). When referred to collectively, Dublin and FHL are referred to as the “Parties”.

WHEREAS, Parks Reserve Forces Training Area (PRFTA) has been a prominent institution in the Dublin area for most of the past century. Countless service members were trained and performed missions in wartime and peace from within Camp Parks boundaries; and

WHEREAS, In the course of that history, an entrance sign was crafted for Camp Parks in the 1940s and has become iconic to the area; and

WHEREAS, PRFTA is a sub-installation of Fort Hunter Liggett; and

WHEREAS, With FHL real property exchange and the shifting of roads and buildings, the historic entrance sign is now in a place where it needs to be moved; and

WHEREAS, FHL and Dublin have a mutual interest in partnering on a project that includes relocation of the sign from its original location and restoring the sign to joint standards; and

WHEREAS, Obtaining funding has been the largest challenge for FHL in initiating this project; and

WHEREAS, Dublin has an interest in providing funding for this project to preserve an iconic piece of community history; and

WHEREAS, The Camp Parks Entrance Sign has been evaluated for historic significance and has been determined to be eligible for listing on the National Register of Historic Places; and

WHEREAS, The original creator of the sign, Bruce Goff, has been recognized as a renowned figure of his time and is recognized internationally for his work; and

WHEREAS, Bruce Goff’s artwork and architecture has been on display and in archives at the Art Institute of Chicago; and

WHEREAS, Dublin has adopted a Public Art Master Plan that states art in the public domain adds value to the community, identifies unique history and helps create a sense of place, reflects the diversity of the community, and inspires civic pride; and

WHEREAS, Dublin is a valued partner of the Army at PRFTA and its parent organization FHL; and

WHEREAS, Dublin and FHL have entered into many mutually supportive partnerships in the past, and due to proximity to one another, it is of mutual interest to partner in common interests.

2. AUTHORITIES: Title 10 United States Code (U.S.C.) 2679 Installation-support services: intergovernmental support agreements.

3. REFERENCES: Provisions in this agreement are in accordance with the following:

3.1. Department of Defense Instruction (DoDI) 4000.19, Support Agreements, December 16, 2020.

3.2. DoD Financial Management Regulation (FMR) Volume 11A, Reimbursable Operations Policy, NOV 2014.

3.3. Army Regulation (AR) 5-9, Installation Agreements, APR 2018.

3.4. DoDI 4165.70, Real Property Management, APR 2005.

3.5 The National Historic Preservation Act (54 U.S.C. 300101 et.seq.), OCT 1966.

3.6 Environmental Analysis of Army Actions (32 CFR 651), MAR 2002.

4. PURPOSE AND SCOPE: The purpose of the project is to restore and relocate the historic Camp Parks sign to the current entrance at PRFTA and make it available for public viewing.

5. RESPONSIBILITIES OF THE PARTIES:

5.1. FHL will -

5.1.1. Provide federal preservation expertise to oversee the removal, renovation, and relocation of the sign in order to ensure the project is conducted following applicable historic preservation procedures and regulatory requirements in compliance with the National Historic Preservation Act (36 CFR 800).

5.1.2. Provide all internal federal communication and logistics required for Dublin to implement the removal, renovation, and relocation of the sign.

5.1.3. Conduct National Environmental Policy Act review for the action in accordance with 32 CFR 651.

5.1.4. Provide conceptual design and specifications prepared by U.S. Army Corps of Engineers, Sacramento Districted titled "Relocation of Historic Entrance Sign, PRFTA California, FY-15 Final Design" dated June 23, 2015, and "Relocation of Historic Entrance Sign Camp Parks, California Specification No. 2048" dated July 2015 (Attachment 1) for Dublin's use in developing a scope of work, request for design proposal, and final design preparation.

5.1.5. Review for approval the sign location prior to Dublin finalizing project location.

5.1.6. Provide quality assurance oversight to ensure the project meets federal standards for engineering, master planning, and environmental compliance.

5.1.7. Ensure public accessibility to the location of the final renovated Camp Parks sign.

5.1.8. Provide Dublin access to the final renovated Camp Parks sign to include the attached guard shack for placing and maintaining displays, for a period of 10 years.

5.1.9. Provide government criteria to be met for construction design: Unified Facilities Criteria found at <https://www.wbdg.org/ffc/dod/unified-facilities-criteria-ufc>, as well as International Building Codes and California Building Codes.

5.1.10. Review and approve designs and specifications for the project to ensure compliance with federal, state, and local environmental, building, safety and construction laws and regulations.

5.2. Dublin will -

5.2.1. Solicit request for qualifications from Artist who specialize in Art restoration and have experience with projects of this size and historical value. Ensure scope of work includes the conceptual Designs and Specifications provided by FHL for the restoration and relocation of the Camp Parks Entrance Sign (Attachment 1), and requirements to comply with federal, State and local environmental, safety and construction laws, regulations and policies. A Structural PE licensed in CA is needed to develop the design and construction documentation, act as Engineer of Record, and oversee construction.

5.2.2. Fund the contract to move the sign.

5.2.3. Coordinate meetings to select a vendor that would receive recommendation and final approval from City Council.

5.2.4. Allow FHL to review the solicitation process so that applicable criteria are met to the extent possible not withholding any changes to existing City purchasing policies, public contract code, and City Council approvals.

5.2.5. Within fiscal confines, comply with decisions made by FHL General Engineer and FHL Environmental Division Chief when exercising authority to ensure compliance with applicable laws, regulations, and policies, such as building standards, National Historic Preservation Act, Clean Air Act for proper containment and disposal of asbestos, and the Toxic Substances Control Act for proper containment and disposal of lead based paint, if present.

5.2.6. Restore and relocate the sign following the Designs and Specifications , or where deviation is recommended, obtain all necessary approvals from the designer of record and FHL prior to implementation.

6. REAL PROPERTY: FHL will provide Dublin and the general public access to the Camp Parks Sign, and provide security and administrative oversight

7. SPECIFIC PROVISIONS:

7.1. In case of mobilization or other emergency, this agreement will remain in force only within supplier's capabilities.

7.2. Each Party is responsible for all costs of its personnel including pay and benefits, support, and travel. Each party is responsible for supervision and management of its personnel. Dublin and FHL will work in coordination to ensure compliance with regulatory guidance.

8. GENERAL PROVISIONS:

8.1. POINTS OF CONTACT: The following points of contact (POC) will be used by the Parties to communicate in the implementation of this MOA. Each Party may change its point of contact upon reasonable notice to the other Party.

8.1.1. For FHL -

8.1.1.1. Cultural Resources Program Manager, 831.386.2520

8.1.1.2. Environmental Division, 831.484.4174

8.1.1.3. Engineering Division, 831.386.2414

8.1.2. For Dublin -

8.1.2.1. City Manager, 925.833.6600

8.1.2.2. Parks and Community Services Dir., 925.556.4500

8.1.2.3. Heritage and Cultural Arts Manager, 925.556.4565

9. SUPPORT PROVIDED BY OTHER ORGANIZATIONS OR AGENCIES: The following support is provided by organization or agencies which are not under the mission command of FHL. The Receiver will direct all requests for this support to the appropriate organization or agency. The following support category provisions are provided for information purposes only.

SUPPLIER	SUPPORT CATEGORY	Action
U.S. Army Corps of Engineers	Historical Architect Services	Contact FHL for services

9.1 CORRESPONDENCE: All correspondence to be sent and notices to be given pursuant to this agreement will be addressed, if to FHL, to –

9.1.1. DPW, Environmental, Cultural Resources, Bldg. 232, California Avenue, Fort Hunter Liggett, CA 93928 or as may from time to time otherwise be directed by the Parties.

9.1.2. Heritage and Cultural Arts Manager, 100 Civic Plaza, Dublin, CA 94568 or as may from time to time otherwise be directed by the Parties.

9.1.3. REVIEW OF AGREEMENT: This agreement will be reviewed on or around the anniversary of its effective date annually for financial impacts; if there are substantial changes in resource requirements, the agreement will be reviewed in its entirety. Amendments may be made to this agreement by mutual written consent of both parties.

9.1.4 MODIFICATION OF AGREEMENT: This agreement may only be modified by the written agreement of the Parties, duly signed by their authorized representatives.

9.1.5 DISPUTES: Any disputes relating to this agreement will, subject to any applicable law, Executive Order, Directive, or Instruction, be resolved by consultation between the Parties or in accordance with reference 3.1 and 3.3.

9.1.6 TERMINATION OF AGREEMENT: This agreement may be terminated by either Party by giving at least 2 years written notice on a memorandum to the other. The agreement may also be terminated at any time upon the mutual written consent of the Parties. Dublin shall be responsible for payment of unavoidable termination costs associated with significant modification, early termination, closing, or continuing any on-going contractual actions issued during the term of this agreement.

9.1.7. TRANSFERABILITY: This Agreement is not transferable except with the written consent of the Parties.

9.1.8. ENTIRE AGREEMENT: It is expressly understood and agreed that this agreement embodies the entire agreement between the Parties regarding the agreement's subject matter. Nothing in this agreement is intended or should be interpreted to require any obligation or expenditure of funds in violation of the Anti-Deficiency Act, 31 U.S.C. § 1341.

9.1.9 EFFECTIVE DATE: This agreement takes effect beginning on the day after the last party signs and a change of incumbents does not void this agreement. This agreement will remain in effect until the expiration date unless it is superseded or terminated.

9.1.10. EXPIRATION DATE: This Agreement expires ten years after it is signed.

9.1.11. CANCELLATION OR MODIFICATION OF PREVIOUS AGREEMENT: None.

10. FINANCIAL DETAILS:

10.1. FHL will -

10.1.1. Provide funding for federal historic preservation expertise.

10.1.2 Provide funding for any applicable fees associated with FHL review, permitting, and approval of the documents prepared by the designer of record.

10.1.3 Provide funding for any construction oversight, inspections, and final approval of construction/installation of the sign in its new location.

10.2. Dublin will -

10.2.1. Contract the vendor who can move the sign according to standards mutually agreed upon by FHL and Dublin.

10.2.2. Provide funds associated with the vendor and materials required to renovate the sign and attached guard shack.

10.2.3 Utilize funding as budgeted in the City's Capital Improvement Program, project PK0121, which is not to exceed \$500,000.

SIGNATURES ON FOLLOWING PAGE

10.3. OSJA REVIEW:

The U.S. Army Garrison Command, Fort Hunter Liggett Office of the Staff Judge Advocate reviewed this agreement and found it to be legally sufficient.

(Jason S. Frankenfield, LTC, Attorney)

(Date)

AGREED:

For Dublin –
For The Army –

Linda Smith
City Manager

Lisa Lamb
COL, LG

(Date)

(Date)

Marsha Moore
City Clerk

John Bakker
City Attorney

(Date)

(Date)

RESOLUTION NO. XX – 22

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

**APPROVING A CONSULTING SERVICES AGREEMENT WITH PAGE AND TURNBULL FOR
DESIGN SERVICES FOR THE RESTORATION/REHABILITATION AND RELOCATION OF
THE HISTORIC CAMP PARKS ENTRANCE SIGN AND GUARD SHACK**

WHEREAS, the 2020-2025 Capital Improvement Program includes a project to fund the restoration/rehabilitation and relocation of the historic Camp Parks sign; and

WHEREAS, the historic Camp Parks sign and attached guard shack was designed by renowned artist and architect Bruce Goff, while an active US Navy Seabee, around 1944; and

WHEREAS, the historic Camp Parks sign is an iconic piece in Dublin and was determined to be eligible for the National Registry of Historic Places; and

WHEREAS, a Request for Proposals was solicited seeking design firms with expertise in historic building preservation to lead the development of design plans and specifications for the project; and

WHEREAS, the historic architecture firm Page and Turnbull was selected to complete the design phase of the project and has demonstrated the ability to perform said services; and

WHEREAS, the agreement with Page and Turnbull is for a not-to-exceed amount of \$158,408 for the base scope of services, and Staff recommends a \$20,000 in contingency for unforeseen needs.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Dublin does hereby authorize the execution of a Consultant Services Agreement with Page and Turnbull for the development of design plans and specifications for the restoration/rehabilitation and relocation of the historic Camp Parks sign and guard shack, attached hereto as **Exhibit A**.

BE IT FURTHER RESOLVED that the City Manager is authorized to execute amendments to the Agreement up to \$20,000, and make any necessary, non-substantive changes to the agreement to carry out the intent of this Resolution.

PASSED, APPROVED AND ADOPTED this 15th day of March 2022, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Mayor

ATTEST:

City Clerk

**CONSULTING SERVICES AGREEMENT BETWEEN
THE CITY OF DUBLIN AND
PAGE AND TURNBULL
FOR
DESIGN SERVICES FOR THE RESTORATION/REHABILITATION AND RELOCATION OF THE HISTORIC
CAMP PARKS ENTRANCE SIGN AND GUARD SHACK**

THIS AGREEMENT for consulting services is made by and between the City of Dublin (“City”) and Page and Turnbull (“Consultant”) (together sometimes referred to as the “Parties”) as of March 15, 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 June 30, 2024, 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 Public Works Requirements.** Because the services described in Exhibit A include “work performed during the design and preconstruction phases of construction including, but not limited to, inspection and land surveying work,” the services constitute a public works

within the definition of Section 1720(a)(1) of the California Labor Code. As a result, Consultant is required to comply with the provisions of the California Labor Code applicable to public works, to the extent set forth in Exhibit D.

- 1.6 Public Works Contractor Registration.** Consultant agrees, in accordance with Section 1771.1 of the California Labor Code, that Consultant or any subconsultant shall not be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, as defined in Chapter 1 of Part 7 of Division 2 of the California Labor Code, unless currently registered and qualified to perform public work pursuant to California Labor Code section 1725.5. It is not a violation of this section for an unregistered contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or by Section 10164 or 20103.5 of the Public Contract Code, provided the contractor is registered to perform public work pursuant to Section 1725.5 at the time the contract is awarded. No contractor or subcontractor may be awarded a contract for public work on a public works project unless registered with the Department of Industrial Relations pursuant to California Labor Code section 1725.5. Consultant agrees, in accordance with Section 1771.4 of the California Labor Code, that if the work under this Agreement qualifies as public work, it is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

Section 2. COMPENSATION. City hereby agrees to pay Consultant as per the compensation schedule in Exhibit B, notwithstanding any contrary indications that may be contained in Consultant's proposal, for services to be performed and reimbursable costs incurred under this Agreement. Notwithstanding the foregoing, an additional \$20,000 is available for additional scope, if needed, not listed in Exhibit B, but only with the City Managers prior approval. 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;
 - 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, and shall not exceed \$8,000. 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.
- 2.9 Authorization to Perform Services.** The Consultant is not authorized to perform any services or incur any costs whatsoever under the terms of this Agreement until receipt of authorization from the Contract Administrator.

Section 3. FACILITIES AND EQUIPMENT. Except as set forth herein, Consultant shall, at its sole cost and expense, provide all facilities and equipment that may be necessary to perform the services required by this Agreement. City shall make available to Consultant only the facilities and equipment listed in this section, and only under the terms and conditions set forth herein.

City shall furnish physical facilities such as desks, filing cabinets, and conference space, as may be reasonably necessary for Consultant's use while consulting with City employees and reviewing records and the information in possession of the City. The location, quantity, and time of furnishing those facilities shall be in the sole discretion of City. In no event shall City be obligated to furnish any facility that may involve incurring any direct expense, including but not limited to computer, long-distance telephone or other communication charges, vehicles, and reproduction facilities.

Section 4. INSURANCE REQUIREMENTS. Before fully executing this Agreement, Consultant, at its own cost and expense, unless otherwise specified below, shall procure the types and amounts of insurance listed below against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the work hereunder by the Consultant and its agents, representatives, employees, and subcontractors. Consistent with the following provisions, Consultant shall provide proof satisfactory to City of such insurance that meets the requirements of this section and under forms of insurance satisfactory in all respects, and that such insurance is in effect prior to beginning work. Consultant shall maintain the insurance policies required by this section throughout the term of this

Agreement. The cost of such insurance shall be included in the Consultant's bid or proposal. Consultant shall not allow any subcontractor to commence work on any subcontract until Consultant has obtained all insurance required herein for the subcontractor(s) and provided evidence to City that such insurance is in effect. VERIFICATION OF THE REQUIRED INSURANCE SHALL BE SUBMITTED AND MADE PART OF THIS AGREEMENT PRIOR TO EXECUTION. Consultant shall maintain all required insurance listed herein for the duration of this Agreement.

4.1 Workers' Compensation.

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

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

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

- a. Certificate of Liability Insurance in the amounts specified in the section; and
- b. Waiver of Subrogation Endorsement as required by the section.

4.2 Commercial General and Automobile Liability Insurance.

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

this Agreement, including without limitation, blanket contractual liability and the use of owned and non-owned automobiles.

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

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

- a. The Insurance shall cover on an occurrence or an accident basis, and not on a claims-made basis.
- b. City, its officers, officials, employees, and volunteers are to be covered as additional insureds as respects: liability arising out of work or operations performed by or on behalf of the Consultant; or automobiles owned, leased, hired, or borrowed by the Consultant.
- c. Consultant hereby agrees to waive subrogation which any insurer or contractor may require from vendor by virtue of the payment of any loss. Consultant agrees to obtain any endorsements that may be necessary to effect this waiver of subrogation.
- d. For any claims related to this Agreement or the work hereunder, the Consultant’s insurance coverage shall be primary insurance as respects the City, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, or volunteers shall be excess of the Consultant’s insurance and shall not contribute with it.

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

- 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 this Agreement, Consultant shall purchase an extended period coverage for a minimum of 3 years after completion of work under this Agreement.
- d. A copy of the claim reporting requirements must be submitted to the City for review prior to the commencement of any work under this Agreement.

4.3.3 Submittal Requirements. To comply with Subsection 4.3, Consultant shall submit the Certificate of Liability Insurance in the amounts specified in the section.

4.4 All Policies Requirements.

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

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

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

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

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

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

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

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

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

Section 5. INDEMNIFICATION AND CONSULTANT’S RESPONSIBILITIES. Refer to the attached Exhibit C, which is incorporated herein and made a part of this Agreement.

Section 6. STATUS OF CONSULTANT.

6.1 Independent Contractor. At all times during the term of this Agreement, Consultant shall be an independent contractor and shall not be an employee of City. This Agreement shall not be construed as an agreement for employment. City shall have the right to control Consultant only insofar as the results of Consultant's services rendered pursuant to this Agreement and assignment of personnel pursuant to Subsection 1.3; however, otherwise City shall not have the right to control the means by which Consultant accomplishes services rendered pursuant to this Agreement. Consultant further acknowledges that Consultant performs Services outside the usual course of the City’s business; and is

customarily engaged in an independently established trade, occupation, or business of the same nature as the Consultant performs for the City and has the option to perform such work for other entities. Notwithstanding any other City, state, or federal policy, rule, regulation, law, or ordinance to the contrary, Consultant and any of its employees, agents, and subcontractors providing services under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any and all claims to, any compensation, benefit, or any incident of employment by City, including but not limited to eligibility to enroll in the California Public Employees Retirement System (PERS) as an employee of City and entitlement to any contribution to be paid by City for employer contributions and/or employee contributions for PERS benefits.

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

Section 7. LEGAL REQUIREMENTS.

- 7.1 Governing Law.** The laws of the State of California shall govern this Agreement.
- 7.2 Compliance with Applicable Laws.** Consultant and any subcontractors shall comply with all laws and regulations applicable to the performance of the work hereunder, including but not limited to, the California Building Code, the Americans with Disabilities Act, and any copyright, patent or trademark law. Consultant's failure to comply with any law(s) or regulation(s) applicable to the performance of the work hereunder shall constitute a breach of contract.
- 7.3 Other Governmental Regulations.** To the extent that this Agreement may be funded by fiscal assistance from another governmental entity, Consultant and any subcontractors shall comply with all applicable rules and regulations to which City is bound by the terms of such fiscal assistance program.
- 7.4 Licenses and Permits.** Consultant represents and warrants to City that Consultant and its employees, agents, and any subcontractors have all licenses, permits, qualifications, and approvals of whatsoever nature that are legally required to practice their respective professions. Consultant represents and warrants to City that Consultant and its employees, agents, any subcontractors shall, at their sole cost and expense, keep in effect at all times during the term of this Agreement any licenses, permits, and approvals that are legally required to practice their respective professions. In addition to the foregoing, Consultant and any subcontractors shall obtain and maintain during the term of this Agreement valid Business Licenses from City.
- 7.5 Nondiscrimination and Equal Opportunity.** Consultant shall not discriminate, on the basis of a person's race, sex, gender, religion (including religious dress and grooming practices), national origin, ancestry, physical or mental disability, medical condition (including cancer and genetic characteristics), marital status, age, sexual orientation, color,

creed, pregnancy, genetic information, gender identity or expression, political affiliation or belief, military/veteran status, or any other classification protected by applicable local, state, or federal laws (each a "Protected Characteristic"), against any employee, applicant for employment, subcontractor, bidder for a subcontract, or participant in, recipient of, or applicant for any services or programs provided by Consultant under this Agreement.

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

Section 8. TERMINATION AND MODIFICATION.

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

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

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

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

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

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

- 8.5 Survival.** All obligations arising prior to the termination of this Agreement and all provisions of this Agreement allocating liability between City and Consultant shall survive the termination of this Agreement.
- 8.6 Options upon Breach by Consultant.** If Consultant materially breaches any of the terms of this Agreement, City's remedies shall include, but are not limited to, the following:
- 8.6.1** Immediately terminate the Agreement;
 - 8.6.2** Retain the plans, specifications, drawings, reports, design documents, and any other work product prepared by Consultant pursuant to this Agreement;
 - 8.6.3** Retain a different consultant to complete the work described in Exhibit A not finished by Consultant; or
 - 8.6.4** Charge Consultant the difference between the cost to complete the work described in Exhibit A that is unfinished at the time of breach and the amount that City would have paid Consultant pursuant to Section 2 if Consultant had completed the work.

Section 9. KEEPING AND STATUS OF RECORDS.

- 9.1 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.
- 10.3 Severability.** If a court of competent jurisdiction finds or rules that any provision of this Agreement is invalid, void, or unenforceable, the provisions of this Agreement not so adjudged shall remain in full force and effect. The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision of this Agreement.
- 10.4 No Implied Waiver of Breach.** The waiver of any breach of a specific provision of this Agreement does not constitute a waiver of any other breach of that term or any other term of this Agreement.
- 10.5 Successors and Assigns.** The provisions of this Agreement shall inure to the benefit of and shall apply to and bind the successors and assigns of the Parties.
- 10.6 Use of Recycled Products.** Consultant shall prepare and submit all reports, written studies and other printed material on recycled paper to the extent it is available at equal or less cost than virgin paper.
- 10.7 Conflict of Interest.** Consultant may serve other clients, but none whose activities within the corporate limits of City or whose business, regardless of location, would place Consultant in a "conflict of interest," as that term is defined in the Political Reform Act, codified at California Government Code Section 81000 *et seq.*

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

Consultant hereby warrants that it is not now, nor has it been in the previous 12 months, an employee, agent, appointee, or official of the City. If Consultant was an employee, agent, appointee, or official of the City in the previous 12 months, Consultant warrants that it did not participate in any manner in the forming of this Agreement. Consultant

understands that, if this Agreement is made in violation of California Government Code Section 1090 *et seq.*, the entire Agreement is void and Consultant will not be entitled to any compensation for services performed pursuant to this Agreement, including reimbursement of expenses, and Consultant will be required to reimburse the City for any sums paid to the Consultant. Consultant understands that, in addition to the foregoing, it may be subject to criminal prosecution for a violation of California Government Code Section 1090 *et seq.*, and, if applicable, will be disqualified from holding public office in the State of California.

At City's sole discretion, Consultant may be required to file with the City a Form 700 to identify and document Consultant's economic interests, as defined and regulated by the California Fair Political Practices Commission. If Consultant is required to file a Form 700, Consultant is hereby advised to contact the Dublin City Clerk for the Form 700 and directions on how to prepare it.

- 10.8 Solicitation.** Consultant agrees not to solicit business at any meeting, focus group, or interview related to this Agreement, either orally or through any written materials.
- 10.9 Contract Administration.** This Agreement shall be administered by the City Manager ("Contract Administrator"). All correspondence shall be directed to or through the Contract Administrator or his or her designee.
- 10.10 Notices.** Any written notice to Consultant shall be sent to:
Page and Turnbull
170 Maiden Lane, 5th Floor
San Francisco, CA 94108
- Any written notice to City shall be sent to:
- City of Dublin
Attn: Parks and Community Services Director
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 and D represents the entire and integrated agreement between City and Consultant and supersedes all prior negotiations, representations, or agreements, either written or oral.
- | | |
|------------------|--|
| <u>Exhibit A</u> | Scope of Services |
| <u>Exhibit B</u> | Compensation Schedule & Reimbursable Expenses |
| <u>Exhibit C</u> | Indemnification |
| <u>Exhibit D</u> | California Labor Code Section 1720 Information |
- 10.12 Counterparts and Electronic Signatures.** This Agreement may be executed in multiple counterparts, each of which shall be an original and all of which together shall constitute

one agreement. Counterparts delivered and/or signatures executed by City-approved electronic or digital means shall have the same force and effect as the use of a manual signature. Both Parties desire this Agreement to be electronically signed in accordance with applicable federal and California law. Either Party may revoke its agreement to use electronic signatures at any time by giving notice to the other Party.

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

SIGNATURES ON FOLLOWING PAGE

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

CITY OF DUBLIN

Page and Turnbull

Linda Smith, City Manager

DocuSigned by:
Lada Kocherovsky

Lada Kocherovsky, Principal
c38046

Attest:

Consultant's DIR Registration Number
(if applicable)

Marsha Moore, City Clerk

Approved as to Form:

City Attorney

3070368.1

EXHIBIT A
SCOPE OF SERVICES

EXHIBIT A – SCOPE OF SERVICES

Scope of Basic Services

GENERAL

Page & Turnbull's Basic Services are broken down into the following phases: Project Initiation and Start up; Conditions Assessment & Historic Documentation; Pre-Design and Consultation, Construction Documents, Limited Permit and Bid Coordination; and Construction Administration. Preparation for and attendance at hearings are identified as an optional phase. Tasks associated with these phases are described below.

PHASE 1: PROJECT INITIATION & STARTUP

Page & Turnbull will clarify project schedule and deliverables, and define the roles and responsibilities of each member of the project and client team. The project manager will produce a Project Team directory and schedule which will be updated on a regular basis. We will establish communication protocols, an online filesharing site, and review client's expectations and proposed work plan for the project. We will conduct a thorough review of background documents and resources which will properly frame the context for the planning and relocation effort. Upon reviewing available background information, including base maps, topographic surveys, and utility information, we will identify any information gaps and submit to client.

Phase 1 Deliverables

Project Startup deliverables include:

- Work Plan and communication protocols memorandum
- Information gaps submittal, if applicable
- Project Schedule
- Team Directory

PHASE 2: CONDITIONS ASSESSMENT & HISTORIC DOCUMENTATION

Page & Turnbull will conduct a one-day (1) site visit to assess and document the physical conditions of the Camp Park sign and document. We will review and document findings in a draft conditions assessment and due diligence report which will summarize historic status, sign/structure condition, initial stabilization recommendations, code deficiencies, and other infrastructure findings of the sign

as-found. We will submit a draft copy of this report to the Client for review and prepare a final report upon receipt of one (1) set of consolidated comments.

Phase 2 Deliverables

- Draft Existing Conditions Assessment Due Diligence Report
- Final Existing Conditions Assessment Due Diligence Report

PHASE 3: PRE-DESIGN AND CONSULTATION

Page & Turnbull will host a Project Team kick-off meeting to discuss programming, relocation options and interpretive exhibit approach for the Camp Park Sign. It is assumed that the Client has chosen the Receiver site and will provide background drawings as required. The Project Team will prepare the receiver site layout, and two (2) relocation approach options (Full Disassembly/Rebuild, Partial Disassembly/Rebuild or Full Move/Relocation) for review with Client. We will prepare for and attend one (1) OAC meeting to discuss options noted above. We will coordinate with the Cost Estimator to provide a thorough review and a ROM (Rough Order of Magnitude) cost assessment of the report.

Phase 3 Deliverables

- Project Team Kickoff Meeting Minutes
- Diagrammatic Site Layout depicting Move/Relocation approach
- ROM cost estimate.

PHASE 4: CONSTRUCTION DOCUMENTS

Upon Client's confirmation of the proposed approach for the project, we will prepare Construction Document (CD) Drawings and specifications for the Camp Park sign relocation. CD drawings will include fully annotated architectural and structural plans, sections, elevations, and or details related to the disassembly/reassembly as well as grading, drainage and utility plans for the receiver site. CD drawings and specifications will be issued at 75% and 100%. The 75% CD set will issued for plan check. The 100% CD set will be issued for bidding. Cost estimate will be provided at the 75% CD milestone. It is anticipated that the Client will retain an industrial hygienist directly to provide specifications for the abatement of hazardous materials. P&T will review the specifications and provide Historic Treatment Procedures guidelines for coordination. We will integrate the abatement specifications, as well as Client-generated Division 1 specifications into the P&T-prepared technical sections.

Phase 4 Deliverables

Construction Documents deliverables include:

- Project schedule, updated.
- 75% CD Documents and cost estimate. Note that all drawings submittals will be on 30-inch by 40-inch sheets.
- Materials and finish board(s)
- 75% CD Documents to be used for first Plan Check submittal with the Building Department.
- Written plan check comment response and revised drawings, as required, to obtain final building permit.
- 100% CD drawings and Project Specifications for bid procurement.

PHASE 5: BIDDING (TIME & MATERIALS, NTE)

Page & Turnbull will assist the Client and Client-selected Construction Manager (CM) with Bidding, and Negotiation. This service will be provided on a Time & Materials Basis with a Not-To-Exceed (NTE) amount of \$24,000. We will coordinate with the Structural Engineer, Electrical Engineer, and Client, and will attend in a pre-bid walk-through with prospective bidders. We will assist the Client and/or CM with bid review, however it is anticipated that the CM will lead this effort. We will respond to bidder questions related to the project provided to us by the CM in written form and assist with preparation of the addenda to clarify the technical aspects of the project.

Phase 5 Deliverables

Bidding & Negotiation deliverables include, in digital form:

- Bid RFI responses as required.
- Bid Addenda, as required.

PHASE 6: CONSTRUCTION ADMINISTRATION (TIME & MATERIALS, NTE)

Page & Turnbull will provide Phase 6: Construction Administration services on a Time & Materials Basis with a Not-To-Exceed (NTE) amount of \$31,000. During Construction Administration, the Page & Turnbull Team's site visits will be limited to one (1) kick-off visit, one (1) visit midway through construction to review samples / mock-ups, or answer contractor questions, and one (1) final punch list walk-through with the Contractor and Client. Items to be completed will be documented in written and photographic format and distributed digitally. We will respond to Requests for Information (RFIs) and review project submittals, including product data, shop drawings, calculations, and samples (2 reviews maximum per submittal).

Phase 6 Deliverables

Construction Administration deliverables include:

- Response to submittals
- Response to RFIs
- Punchlist mark up

ADDITIONAL OPTIONAL SERVICES - NOT INCLUDED IN PROPOSAL

The following design services are not included in Basic Services but may be required for the Project. The consultants performing these services would contract directly with the Client.

AS.1. Hazardous materials abatement (see Phase 4)

Assumptions & Exclusions

1. All deliverables will be provided in digital format unless noted otherwise. The Client will pay for printing of Client requested and/or required documents.
2. All meetings to be conducted in a virtual format unless indicated otherwise above.
3. Additional site visits are excluded but can be arranged as part of additional service.
4. It is assumed that the Client will have a dedicated project manager to serve as Client's representative and primary contact.
5. It is assumed that the Client will have a dedicated Construction Manager to lead Bidding, Permitting, and Construction Administration phases.
6. Client to provide typical bid forms and Division 1 specifications to the design team to integrate into the project documents.
7. Consultant disciplines other than those included in this proposal are excluded.
8. The following are not included in Page & Turnbull's and our subconsultant's proposed services:
 - Identification of hazardous materials or design of hazardous material remediation.
 - Geologic/soils testing or soils engineering.
 - Surveying and utility mapping.
 - Hydrology/drainage calculations.
 - Contractor assistance for inspection openings, sample removal, difficult access, temporary lighting, etc.
 - Services pertaining to utility infrastructure

- Preparation of financial incentive applications.
- Attendance or presentation at public meetings (other than as already identified above).
- Permit fees.
- Construction administration services beyond those identified in this scope of work.

EXHIBIT B
COMPENSATION SCHEDULE & REIMBURSABLE EXPENSES

Camp Parks Sign Relocation
Fee Summary - Revision Feb 2022

Phase	Description	Fee Per Task	Total Hours
1	Project Initiation & Startup		
	Contracting and project start up Gather and review background materials Internal project kickoff mtg		
		\$ 2,340	14
2	Conditions Assessment & Historic Documentation		
	Site visit - Conditions Assessment (1 day) Document Existing Conditions Due Diligence research and documentation Draft conditions assessment & due diligence report Historic Status and Evaluation Confirmation Structural Stabilization or Treatment Recommendations Code and ADA Conformance MEP and Infrastructure Requirements Final Draft Due Diligence Document		
		\$ 9,650	74
3	Pre-Design and Consultation		
	Project Team Kickoff Mtg Programming for Relocation Prepare Receiver Site Layout Prepare Preliminary Move / Relocation Options (2) ROM cost estimate Client Review and Comment		
		\$ 23,855	155
4	Construction Documents		
	Develop 75% CD (permit set) and 100% CD (bid set) of drawings and specs Move/Relocation of sign & booth Materials and Finish Board Cost Estimate at 75% CD Client Review / Comments 100% CDs and Specifications for Bid Procurement Cost estimate at 100% CD		
		\$ 59,500	429
5	Permit & Bid Coordination (hourly NTE)		
	Permit coordination & submittal assistance Permit comments / revisions Assist with preparation of Bid Documents Pre-bid meeting (on-site) Bid RFI and responses		
		\$ 24,010	162
6	Construction Administration (hourly NTE)		
	Construction Kick-off mtg RFI and Submittal responses Progress meetings (attend remotely as needed, up to 24 hours total) Construction Administration site visit (assume midway, 1 total) Punch list and final walk through (assume 1 site visit)		
		\$ 31,045	200
	Subtotal Fee and Hours	\$ 150,400	1062
	Allowance: Specifications writer	\$ 5,000	
E	Expenses @ appr. 2%	\$ 3,008	
	Transportation; Printing and Materials; Incidental Services		
	Total Fee & Expenses and Hours	\$ 158,408	1062

EXHIBIT C**INDEMNIFICATION**

- A. Consultant shall, to the extent permitted by law, including without limitation California Civil Code 2782 and 2782.8, indemnify, hold harmless and assume the defense of, in any actions at law or in equity, the City, its employees, agents, volunteers, and elective and appointive boards, from all claims, losses, and damages, including property damage, personal injury, death, and liability of every kind, nature and description, arising out of, pertaining to or related to the negligence, recklessness or willful misconduct of Consultant or any person directly or indirectly employed by, or acting as agent for, Consultant, during and after completion of Consultant's work under this Agreement.
- B. With respect to those claims arising from a professional error or omission, Consultant shall defend, indemnify and hold harmless the City (including its elected officials, officers, employees, and volunteers) from all claims, losses, and damages arising from the professionally negligent acts, errors or omissions of Consultant, however, the cost to defend charged to Consultant shall not exceed Consultant's proportionate percentage fault.
- C. Consultant's obligation under this section does not extend to that portion of a claim caused in whole or in part by the sole negligence or willful misconduct of the City.
- D. Consultant shall also indemnify, defend and hold harmless the City from all suits or claims for infringement of any patent rights, copyrights, trade secrets, trade names, trademarks, service marks, or any other proprietary rights of any person or persons because of the City or any of its officers, employees, volunteers, or agents use of articles, products things, or services supplied in the performance of Consultant's services under this Agreement, however, the cost to defend charged to Consultant shall not exceed Consultant's proportionate percentage fault.

EXHIBIT D

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

HOURS OF WORK:

- A. In accordance with California Labor Code Section 1810, 8 hours of labor in performance of the services described in Exhibit A shall constitute a legal day's work under this contract.
- B. In accordance with California Labor Code Section 1811, the time of service of any worker employed in performance of the services described in Exhibit A is limited to 8 hours during any one calendar day, and 40 hours during any one calendar week, except in accordance with California Labor Code Section 1815, which provides that work in excess of 8 hours during any one calendar day and 40 hours during any one calendar week is permitted upon compensation for all hours worked in excess of 8 hours during any one calendar day and 40 hours during any one calendar week at not less than one-and-one-half times the basic rate of pay.
- C. The Consultant and its subcontractors shall forfeit as a penalty to the City \$25 for each worker employed in the performance of the services described in Exhibit A for each calendar day during which the worker is required or permitted to work more than 8 hours in any one calendar day, or more than 40 hours in any one calendar week, in violation of the provisions of California Labor Code Section 1810 and following.

WAGES:

- A. In accordance with California Labor Code Section 1773.2, the City has determined the general prevailing wages in the locality in which the services described in Exhibit A are to be performed for each craft or type of work needed to be as published by the State of California Department of Industrial Relations, Division of Labor Statistics and Research, a copy of which is on file in the City Public Works Office and shall be made available on request. The Consultant and subcontractors engaged in the performance of the services described in Exhibit A shall pay no less than these rates to all persons engaged in performance of the services described in Exhibit A.
- B. In accordance with California Labor Code Section 1775, the Consultant and any subcontractors engaged in performance of the services described in Exhibit A shall comply with California Labor Code Section 1775, which establishes a penalty for each worker engaged in the performance of the services described in Exhibit A that the Consultant or any subcontractor pays less than the specified prevailing wage. The amount of such penalty shall be determined by the Labor Commissioner and shall be based on consideration of the mistake, inadvertence, or neglect of the Consultant or subcontractor in failing to pay the correct rate of prevailing wages, or the previous record of the Consultant or subcontractor in meeting applicable prevailing wage obligations, or the willful failure by the Consultant or subcontractor to pay the correct rates of prevailing wages. A mistake, inadvertence, or neglect in failing to pay the correct rate of

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

1. The contract executed between the Consultant and the subcontractor for the performance of part of the services described in Exhibit A shall include a copy of the provisions of California Labor Code Sections 1771, 1775, 1776, 1777.5, 1813, and 1815.
 2. The Consultant shall monitor payment of the specified general prevailing rate of per diem wages by the subcontractor by periodic review of the subcontractor's certified payroll records.
 3. Upon becoming aware of a subcontractor's failure to pay the specified prevailing rate of wages, the Consultant shall diligently take corrective action to halt or rectify the failure, including, but not limited to, retaining sufficient funds due the subcontractor for performance of the services described in Exhibit A.
 4. Prior to making final payment to the subcontractor, the Consultant shall obtain an affidavit signed under penalty of perjury from the subcontractor that the subcontractor has paid the specified general prevailing rate of per diem wages for employees engaged in the performance of the services described in Exhibit A and any amounts due pursuant to California Labor Code Section 1813.
- C. In accordance with California Labor Code Section 1776, the Consultant and each subcontractor engaged in performance of the services described in Exhibit A shall keep accurate payroll records showing the name, address, social security number, work, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed in performance of the services described in Exhibit A. Each payroll record shall contain or be verified by a written declaration that it is made under penalty of perjury, stating both of the following:
1. The information contained in the payroll record is true and correct.
 2. The employer has complied with the requirements of California Labor Code Sections 1771, 1811, and 1815 for any work performed by the employer's employees on the public works project.

The payroll records required pursuant to California Labor Code Section 1776 shall be certified and shall be submitted directly to the Labor Commission, and available for inspection by the Owner and its authorized representatives, the Division of Labor Standards Enforcement, the

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

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

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

3070368.1



STAFF REPORT

CITY COUNCIL

DATE: March 15, 2022

TO: Honorable Mayor and City Councilmembers

FROM: Linda Smith, City Manager

SUBJECT: Approval of the Cities of Dublin and Pleasanton Disaster Debris Management Plan
Prepared by: John Stefanski, Assistant to the City Manager

EXECUTIVE SUMMARY:

The City Council will consider approving the Cities of Dublin and Pleasanton Disaster Debris Management Plan.

STAFF RECOMMENDATION:

Adopt the **Resolution** Approving the Cities of Dublin and Pleasanton Disaster Debris Management Plan.

FINANCIAL IMPACT:

There are no immediate financial impacts associated with the Disaster Debris Management Plan. However, the Plan provides the required processes and procedures that the City will follow to ensure the costs of disaster debris operations are eligible for reimbursement by the State and Federal Government.

DESCRIPTION:

Background

The Tri-Valley Local Hazard Mitigation Plan (LHMP) was adopted in 2018 by the Cities of Dublin, Pleasanton, and Livermore, together with the Livermore-Pleasanton Fire Department, Dublin San Ramon Services District, and the Lawrence Livermore National Laboratory, to provide a uniform hazard mitigation strategy for the Tri-Valley area. One of the objectives identified in the LHMP is “Develop a Regional Catastrophic Debris Management Plan to minimize recovery time post-disaster.” To achieve this, Dublin partnered with the City of Pleasanton to develop the Disaster Debris Management Plan (DDMP).

The Cities of Dublin and Pleasanton (Cities) initiated the disaster debris planning project by

forming the Hazard Mitigation Plan Steering Committee, which included representatives from each City and project staff from consulting firm, Integrated Solutions Consulting. Other stakeholders, including staff from the City of Livermore, Pleasanton Garbage Service, and Amador Valley Industries, were consulted throughout the project.

Plan Overview

Disasters will result in large expenditures of labor, equipment, materials, and supplies at substantial cost. The Cities must be able to provide an early, safe, and quick response to restoring public safety and providing environmentally safe and economically viable conditions to the disaster-affected areas.

The DDMP addresses how the response to a debris-generating incident will be coordinated with local, state, and federal partners. The DDMP does not address routine debris incidents that the Cities can manage as a part of normal business, rather, it focuses on potential large-scale disasters that can generate significant volumes of debris requiring an extraordinary response.

Specifically, the DDMP intends to:

- Establish coordinated debris management operations, including debris removal, reduction, recycling, haul-out, final disposal, and documentation.
- Provide a debris management organization for each City.
- Identify the roles and responsibilities of departments and agencies with a role in response.
- Describe the resource management strategy for debris operations.

The adoption of the DDMP furthers the City's disaster preparedness efforts and will guide the City's response during any future disaster debris operations.

STRATEGIC PLAN INITIATIVE:

None.

NOTICING REQUIREMENTS/PUBLIC OUTREACH:

The City Council Agenda was posted.

ATTACHMENTS:

- 1) Resolution Approving the Cities of Dublin and Pleasanton Disaster Debris Management Plan
- 2) Exhibit A to the Resolution – Cities of Dublin and Pleasanton Disaster Debris Management Plan

RESOLUTION NO. XX – 22

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

**APPROVING THE CITIES OF DUBLIN AND PLEASANTON
DISASTER DEBRIS MANAGEMENT PLAN**

WHEREAS, the City of Dublin recognizes that debris removal is a major component of every disaster recovery operation; and

WHEREAS, manmade and natural disasters can generate a substantial volume of debris causing considerable disposal challenges for local communities; and

WHEREAS, having a coordinated plan in advance of a disaster event that can be immediately implemented will expedite the clearing of debris from public rights of way and allow the City to return to normalcy; and

WHEREAS, the 2018 Tri-Valley Local Hazard Mitigation Plan identifies “Develop[ing] a Regional Catastrophic Debris Management Plan to minimize recovery time post-disaster” as a task under the “Hazard Mitigation Action Plan;” and

WHEREAS, the City of Dublin partnered with the City of Pleasanton to develop a Disaster Debris Management Plan, which is attached as **Exhibit A** to this Resolution; and

WHEREAS, the Cities of Dublin and Pleasanton Disaster Debris Management Plan (DDMP) provides a comprehensive framework for the management of debris following a disaster, and addresses the roles and responsibilities of City departments, other government organizations, as well as private firms and nongovernmental organizations, that might have a role in debris operations; and

WHEREAS, the DDMP ensures consistency with current policy guidance such as the current Stafford Act Public Assistance Program policies contained in the *June 2020 Federal Emergency Management Agency (FEMA) Public Assistance Program and Policy Guide*; and the *July 2007 Public Assistance Debris Management Guide (FEMA-325)*; and describes the interrelationship with other levels of government.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Dublin hereby approves the Cities of Dublin and Pleasanton Disaster Debris Management Plan.

PASSED, APPROVED AND ADOPTED this 15th day of March 2022, by the following vote:

AYES:

NOES:

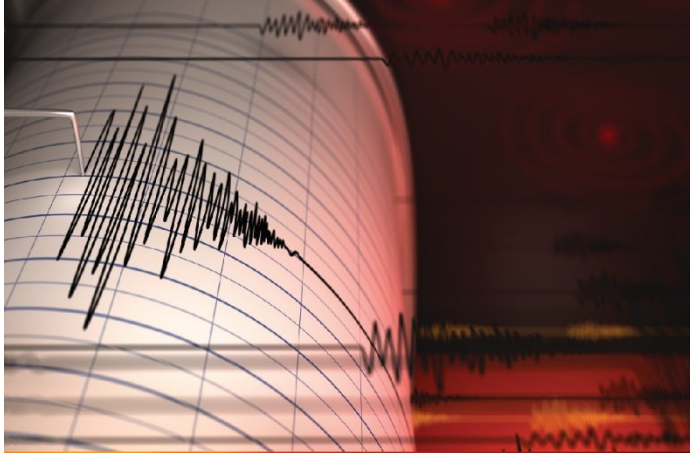
ABSENT:

ABSTAIN:

Mayor

ATTEST:

City Clerk



Disaster Debris Management Plan

Cities of Dublin and Pleasanton

Letter of Promulgation

City of Dublin Disaster Debris Management Plan

PROMULGATION

The City of Dublin Disaster Debris Management Plan (DDMP) provides a comprehensive framework for the management of debris following a disaster. It addresses the roles and responsibilities of City departments, other government organizations, as well as private firms and nongovernmental organizations that might have a role in debris operations.

The City of Dublin DDMP ensures consistency with current policy guidance and describes the interrelationship with other levels of government. The plan will continue to evolve, responding to lessons learned from actual disaster and emergency experiences, ongoing planning efforts, training and exercise activities, and federal guidance.

Therefore, in recognition of the role of the City in managing debris following a disaster and with the authority vested in me as the City Manager/Director of Emergency Services, I hereby promulgate the City of Dublin DDMP.

Linda Smith, City Manager

Date

Record of Changes

The following table documents the revisions made to this plan. This plan should be reviewed and updated annually.

Date	Summary of Changes	Revised Sections	Revised by (Organization/Title)

Distribution

The following table documents when and to whom copies of the plan have been distributed.

Date	Plan Version or Date of Plan	Method of Distribution (Email, Post on Server, Provide Hard Copy, etc.)	Distributed To (Name and Department/Organization)

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1. Introduction

The City of Dublin and the City of Pleasanton (Cities) recognize the responsibility to be prepared for a debris-generating incident. It is vital to plan for the protection of the public health, safety, and welfare of residents and visitors if such an event occurs. Disasters can produce substantial volumes of debris, creating hazardous conditions that endanger the public and disrupt the essential daily lives and economy of the community.

1.1 Debris Management Overview

Disasters will result in large expenditures of labor, equipment, materials, and supplies at substantial cost. The Cities must be able to provide an early, safe, and quick response to restoring public safety and providing environmentally safe and economically viable conditions to the disaster-affected areas. To this end, the Cities have developed this Disaster Debris Management Plan (DDMP).

This DDMP addresses how the response to a debris-generating incident will be coordinated with local, state, and federal partners. The DDMP does not address routine debris incidents that the Cities can manage; the operational concepts reflected in this plan focus on potential large-scale disasters that can generate significant volumes of debris requiring an unusual or extraordinary response.

1.2 Purpose

The purpose of this plan is to provide a framework for how disaster debris operations will be managed by the Cities. This plan intends to:

- Establish coordinated debris management operations, including debris removal, reduction, recycling, haul-out, final disposal, and documentation.
- Provide a debris management organization for each City.
- Identify the roles and responsibilities of departments and agencies with a role in response.
- Describe the resource management strategy for debris operations.

1.3 Background

This debris management plan establishes procedures and guidelines for managing disaster debris in a coordinated, environmentally responsible, and cost-effective manner. The plan:

- Facilitates response and recovery activities
- Enables the quick return of a community to normalcy
- Reduces impacts to humans and the environment
- Ensures effective use of resources
- Helps to control and minimize costs
- Aids in complying with applicable local, state/tribal/territorial, and Federal regulations

The human, financial, environmental, and political costs associated with insufficient debris management planning can be devastating.

- Disaster debris can complicate and delay disaster response activities such as medical care, transportation of victims or relief teams, firefighting, and provision of shelter, food, and water to disaster survivors.
- Disaster debris can complicate and delay the short- and long-term recovery of the community and its return to normalcy.

1.3.1 Debris Planning Process

The DDMP was developed using guidance outlined in the Federal Emergency Management Agency (FEMA) Public Assistance Debris Management Guide FEMA-325, July 2007, and Public Assistance Debris Management Plan Workshop Student Handbook Supplement to FEMA P604, September 2009.

The Cities initiated the disaster debris planning project by forming the Disaster Debris Planning Team (DDPT) which included a representative from each City and project staff from consulting firm, Integrated Solutions Consulting. Additional City staff and stakeholders such as the City of Livermore, Pleasanton Garbage Service, and Amador Valley Industries were consulted throughout project.

The DDPT conducted the following planning meetings to engage stakeholders and gain feedback for the development of the plan:

Project Kickoff Meeting

Stakeholders attended an initial meeting to gain an understanding of the project, including disaster debris management processes. The group identified key project objectives, discussed the planning process, and reviewed resources available to support plan development. The meeting introduced key concepts and processes in disaster debris management.

Working Group Meetings

Working group meetings were held with staff members from City departments and other stakeholders that have a role in debris operations. Attendees provided the information needed for plan development. During these meetings, planners discussed roles and responsibilities, available resources, and desired outcomes to enhance plan development. Environmental and regulatory issues related to disaster debris management operations were reviewed.

Plan Draft Review Working Group Meeting

The Plan Draft Review Working Group Meeting was conducted to review the draft plan with the DDPT. Input from the DDPT was used to revise and finalize the DDMP.

1.3.2 Plan Scope

This plan's scope pertains to disaster debris operations for an incident that causes widespread damage in the Cities of Dublin and Pleasanton. This plan complies with the principles and requirements found in federal and state laws, regulations, and guidelines. This plan also complies with the National Incident Management System (NIMS), National Response Framework, National Disaster Recovery Framework, and the Standardized Emergency Management System (SEMS).

1.3.2.1 Population, Demographics and Physical Characteristics

The following information was retrieved from the U.S. Census Bureau and the 2018 Tri-Valley Local Hazard Mitigation Plan. The hazard mitigation plan provides a complete community profile including population, demographics, and physical characteristics. An abridged version is provided here for the context of the DDMP.

City of Dublin

The City of Dublin occupies 14.91 square miles. The U.S. Census Bureau 2020 population estimate for the City was approximately 72,589 people. According to the 2019 American Community Survey 45.2% of the population of the City speak a language other than English at home with 11% of that percentage indicating they speak English less than very well. This means that public information regarding set-out procedures and the safe handling of debris will need to be accessible in multiple formats.

During disasters, populations with functional and access needs and socio-economic barriers often have less access to resources and support. According to the U.S. Census Bureau, approximately 9.1% of the population of the City, or about 6,606 people, are at or over the age of 65, and 4.0% of the population is living below the poverty level.

Debris managers must be cognizant of how disaster debris can further impact individuals with disabilities and access and functional needs. Section 3.3.7 of this plan provides a more detailed description of best practices during debris operations to support this population.

City of Pleasanton

The City of Pleasanton occupies 24.11 square miles. The U.S. Census Bureau 2020 population estimate for the City was approximately 79,871 people. According to the 2019 American Community Survey 36.9% of the population of the City speak a language other than English at home. This means that public information regarding set-out procedures and the safe handling of debris will need to be accessible in multiple formats.

During disasters, populations with functional and access needs and socio-economic barriers often have less access to resources and support. According to the U.S. Census Bureau, approximately 14.7% of the population of the City, or about 11,742 people, are at or over the age of 65, and 4.3% of the population is living below the poverty level.

Debris managers must be cognizant of how disaster debris can further impact individuals with disabilities and access and functional needs. Section 3.3.7 of this plan provides a more detailed description of best practices during debris operations to support this population.

1.3.2.2 Debris Management Constraints

There are a number of challenges the Cities could encounter during debris management. This plan aims to provide the best management practices to address these challenges which include:

- Lack of local jurisdictional resources
- Multiple municipalities in the region using limited resources for:
 - Debris hauler services
 - Disposal facilities

- Staging areas
- State regulatory requirements
 - Environmental regulations
 - Organic waste disposal reduction targets
 - Zero waste initiative
- Resident expectations
- Populations with disabilities and access and functional needs

1.4 Incidents and Assumptions

This plan intends to provide guidance for a large-scale disaster that generates significant volumes of debris that will overwhelm the Cities and require contractor coordination and support. The Cities are vulnerable to many disasters that have the potential to generate large volumes of debris, including natural and human-caused disasters.

1.4.1 Debris Scenarios

Since 1977, Alameda County has experienced 19 presidentially declared disasters. Knowledge of the past can provide the Cities some understanding of possibilities for future events and a basis for planning. Table 1 below lists the types of disasters that have occurred, as well as the FEMA disaster number assigned and dates for those incidents

Table 1 Presidentialy Declared Disasters in Alameda County

Type of Event	FEMA Disaster Number	Declaration Date
SCU Lightning Complex Fire	FM-5338	August 21, 2020
COVID-19 Pandemic	DR-4418	March 22, 2020
COVID-19 Public Health Emergency	EM-3428	March 13, 2020
Severe Winter Storms, Flooding, Mudslides	DR-4308	April 1, 2017
Severe Winter Storms, Flooding, Mudslides	DR-4305	March 16, 2017
Severe Winter Storms, Flooding, Mudslides	DR-4301	February 14, 2017
Severe Winter Storms, Flooding, Landslides, Mud Flows	DR-1646	June 5, 2006
Severe Winter Storms, Flooding, Landslides, Mud Flows	DR-1628	February 3, 2006
Severe Winter Storms, Flooding	DR-1203	February 9, 1998
Severe Winter Storms, Flooding	DR-1155	January 4, 1997
Severe Winter Storms, Flooding, Landslides, Mud Flows	DR-1046	March 12, 1995
Severe Winter Storms, Flooding, Landslides, Mud Flows	DR-1044	January 10, 1995
Oakland Hills Fire	DR-919	October 22, 1991
Severe Freeze	DR-894	February 11, 1991
Loma Prieta Earthquake	DR-845	October 17, 1989
Severe Storms, Flooding	DR-758	February 12, 1986
Coastal Storms, Floods, Slides, Tornadoes	DR-677	January 21, 1983
Severe Storms, Flood, Mudslides, High Tide	DR-651	January 7, 1982
Drought	EM-3023	January 20, 1977

Except for the drought that occurred in 1977 and the pandemic in 2020, each of these types of incidents listed has the capacity to generate a large amount of debris. To assist the Cities in

expeditiously recovering from a debris-generating event, the DDMP will outline pre-event preparations during times of normalcy, operations immediately prior to a known disaster threat, operations following the disaster event, and demobilization and close-out following completion of debris removal efforts.

Table 2 describes potential debris-generating disaster incidents that may affect the Cities. The table also estimates the probability of the disaster event, the nature of debris generated, debris generation potential, and the widespread impact throughout the Cities. Probability, Severity, and Risk Ratings are derived from the 2018 Tri-Valley Local Hazard Mitigation Plan.

Table 2: Potential Disaster Incidents and Debris Types

Type of Event	Probability of Event 0.0 to 1.0	Severity of Event 1 to 10	Risk Rating (Probability x Severity)	Nature of Debris	Debris Generation Potential	Widespread Impact
Earthquake	.5	10	5	Construction and Demolition (C&D,) Household Hazardous Waste (HHW), White Goods such as major household appliances, Soil, Mud, Sand, Household Items, Electronic Waste	High	High
Flood	1.0	5	5	C&D, Hazardous Waste, HHW, White Goods, Soil, Mud, Sand, Vehicles, Household Items	Moderate	Moderate
Wildfires	1.0	5	5	Vegetative, HHW, White Goods, Vehicles, Soil, Mud, Rock from Mud Flows, Household Items, Electronic Waste	Moderate	Moderate
Landslides	.5	5	2.5	Soil, Mud, Rock from Mud Flows	Low	Low

Severe Weather	.5	1	.5	Vegetative, C&D, Hazardous Waste, HHW, White Goods, Soil, Mud, Sand, Vehicles, Household Items, Soil, Mud, and Rock from Mud Flows, Electronic Waste	Low	Low
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During an actual disaster, many factors impact the actual amount of debris generated. The information in this section is intended for planning and will likely be different from a real incident.

1.4.2 Debris Estimates

Estimating the quantities of debris that may be generated by various natural or man-made disasters is a complex process. There are endless variables (type of incident, severity, etc.) that can dramatically impact the quantities of debris that may be generated by a disaster. Virtually no model that can estimate debris volumes and types with a high degree of certainty. However, debris volume estimates can be used as a resource when planning for a debris-generating incident.

Debris volume estimates are based on a series of assumptions and should not be considered as the actual volumes following a disaster event. The debris volume estimate models use factors such as household population and parcel data to forecast the volume and type of potential debris in each disaster management area.

The following sections examine the three types of events with the highest risk rating for the Cities and the potential debris generation from those events. They are earthquake, flood, and wildfire. The assumptions used in each debris volume estimation model are provided below, along with the estimated debris volumes and resource requirements.

Earthquake

Earthquakes result in structural damage to built-out infrastructure, including building stock and critical infrastructure lifelines. Earthquakes may create secondary impacts, including mudslides, fires, and hazardous materials incidents.

The Cities are in close proximity to a number of major earthquake faults, including the Calaveras, Greenville, Hayward, Mount Diablo, and San Andreas faults. Since 1986, there have been thirteen 5.0M, or greater earthquakes near the Tri-Valley Area. The U.S. Geological Survey (USGS) estimated in 2016 that there is a 72 percent probability of at least one 6.7M or greater earthquake occurring in the San Francisco Bay Area before 2043 (USGS, 2016).

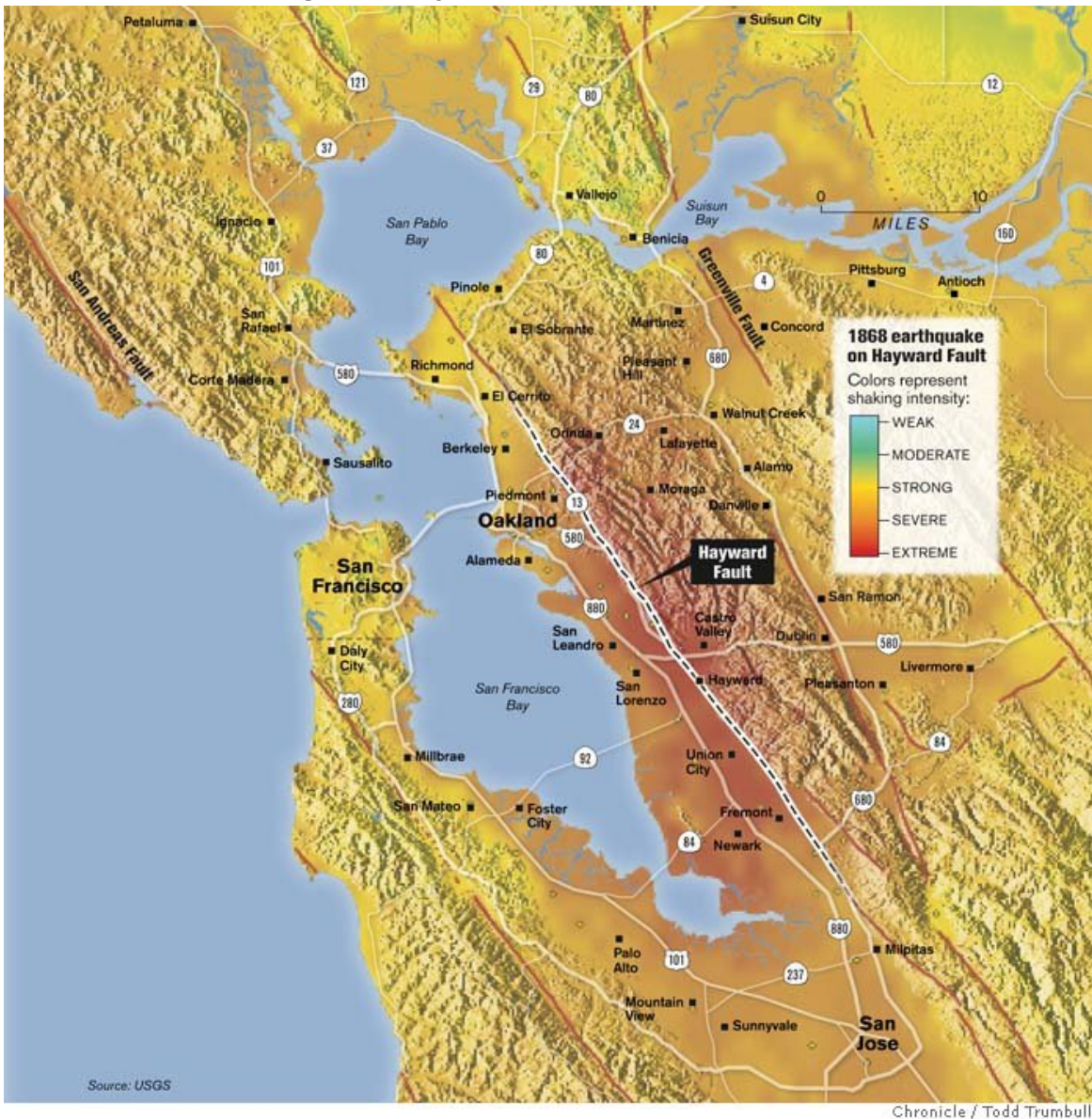
HAZUS modeling was used to estimate debris amounts for each City based on a scenario similar to the 1868 Hayward Earthquake. Details of the scenario are listed below. **Figure 1** provides a shake map of similar event.

- Scenario Name: 1868 Haywood 7M
- Earthquake Magnitude: 7.0M

- Type: Strike/slip
- Depth (km): 10.0
 - Latitude of Epicenter: 37.70
 - Longitude of Epicenter: -122.10
- Rupture Length (km); 42.66
- Probabilistic Return Period: Approximately 150 years

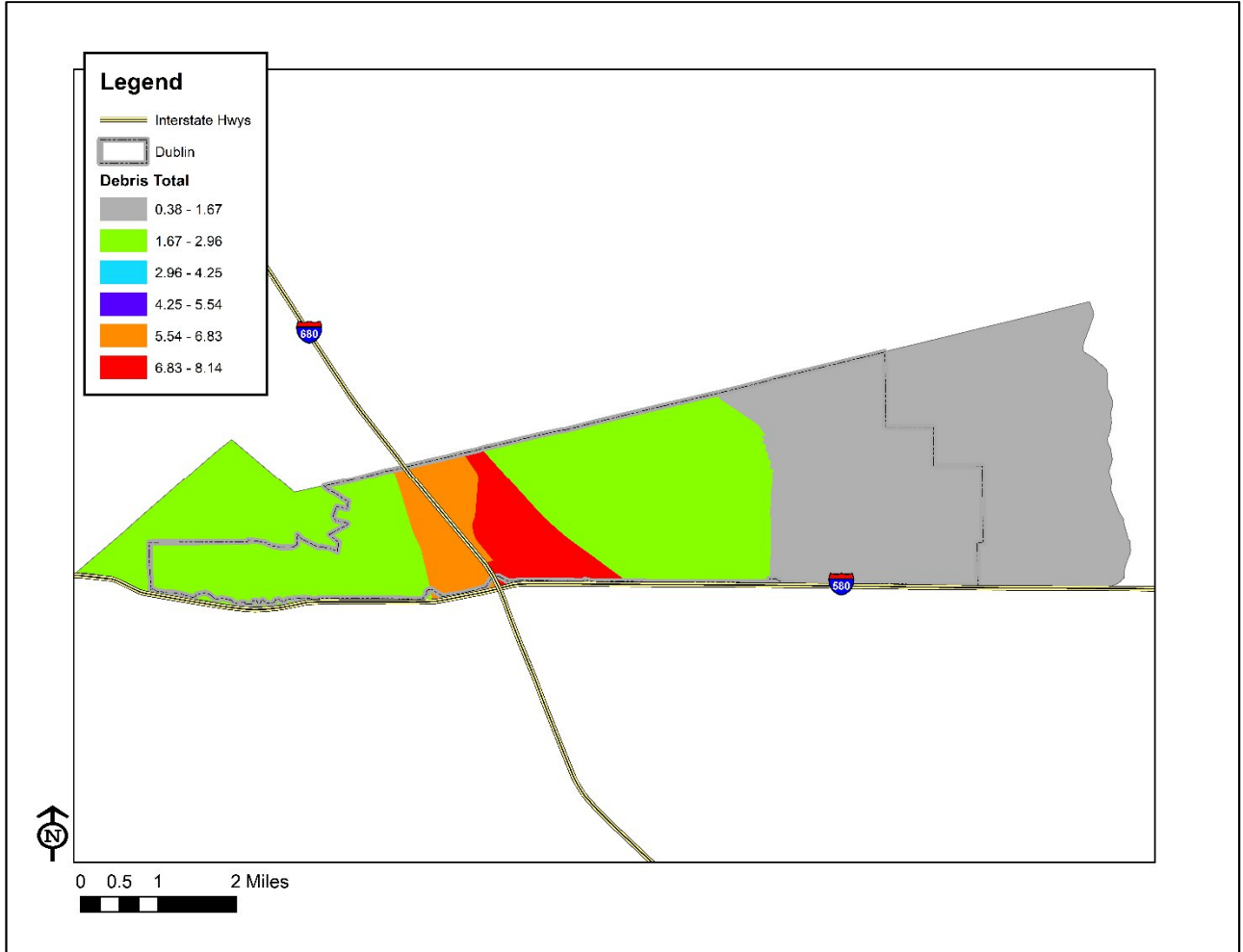
The model breaks the debris into two general categories: a) brick/wood and b) reinforced concrete/steel. This distinction is made because of the distinct material handling equipment required for the different types.

Figure 1: Hayward Earthquake Shake Map

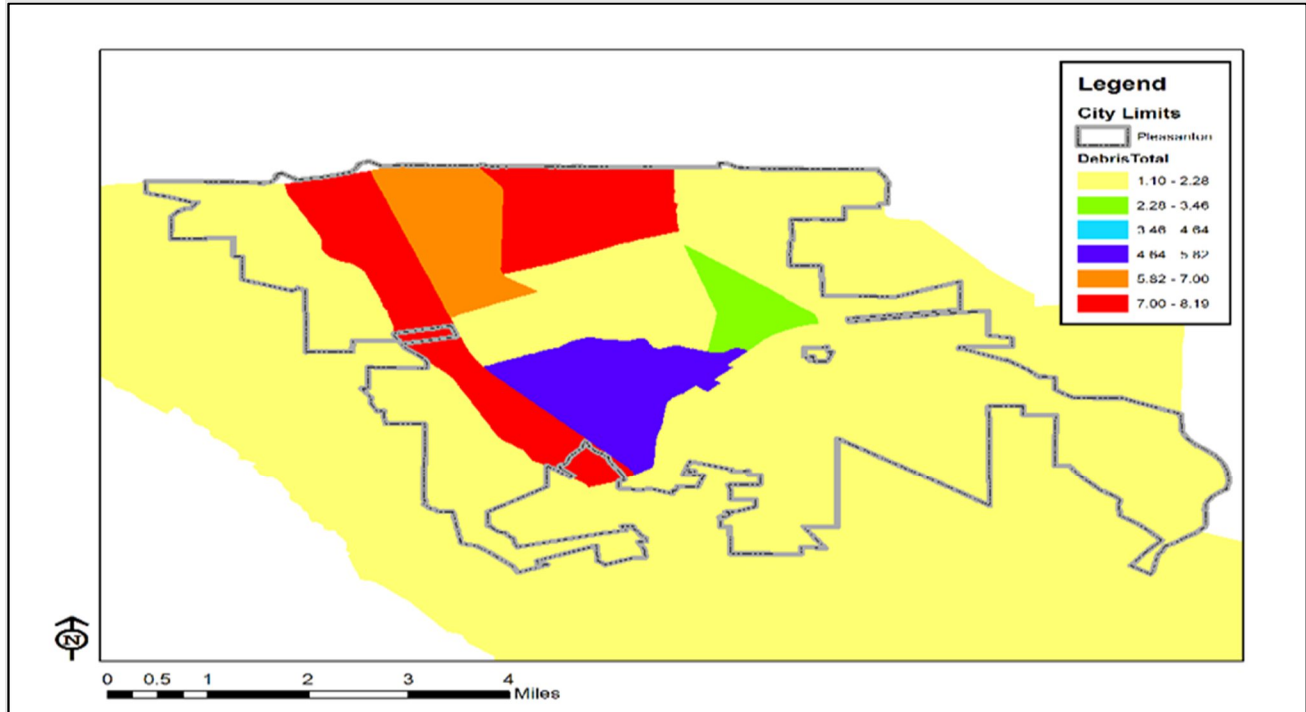


- **Dublin:** The model below predicts that a total of 28,000 tons of debris will be generated. Of this amount, brick/wood comprises 37.00% of the total, with most of the remainder being reinforced concrete/steel. A small percentage is HHW, white goods and vegetation. Using a calculation of 25 tons of debris per truckload, this incident results in 1,120 truckloads of debris.

1868 Hayward 7.0M



1868 Hayward 7.0M



- Pleasanton:** The model above estimates that a total of 43,000 tons of debris will be generated. Of the total amount, Brick/Wood comprises 38.00% of the total, with most of the remainder being Reinforced Concrete/Steel. A small percentage is HHW, white goods and vegetation. If the debris tonnage is converted to an estimated number of truckloads, it will require 1,720 truckloads (@25 tons/truck) to remove the debris generated by the earthquake.

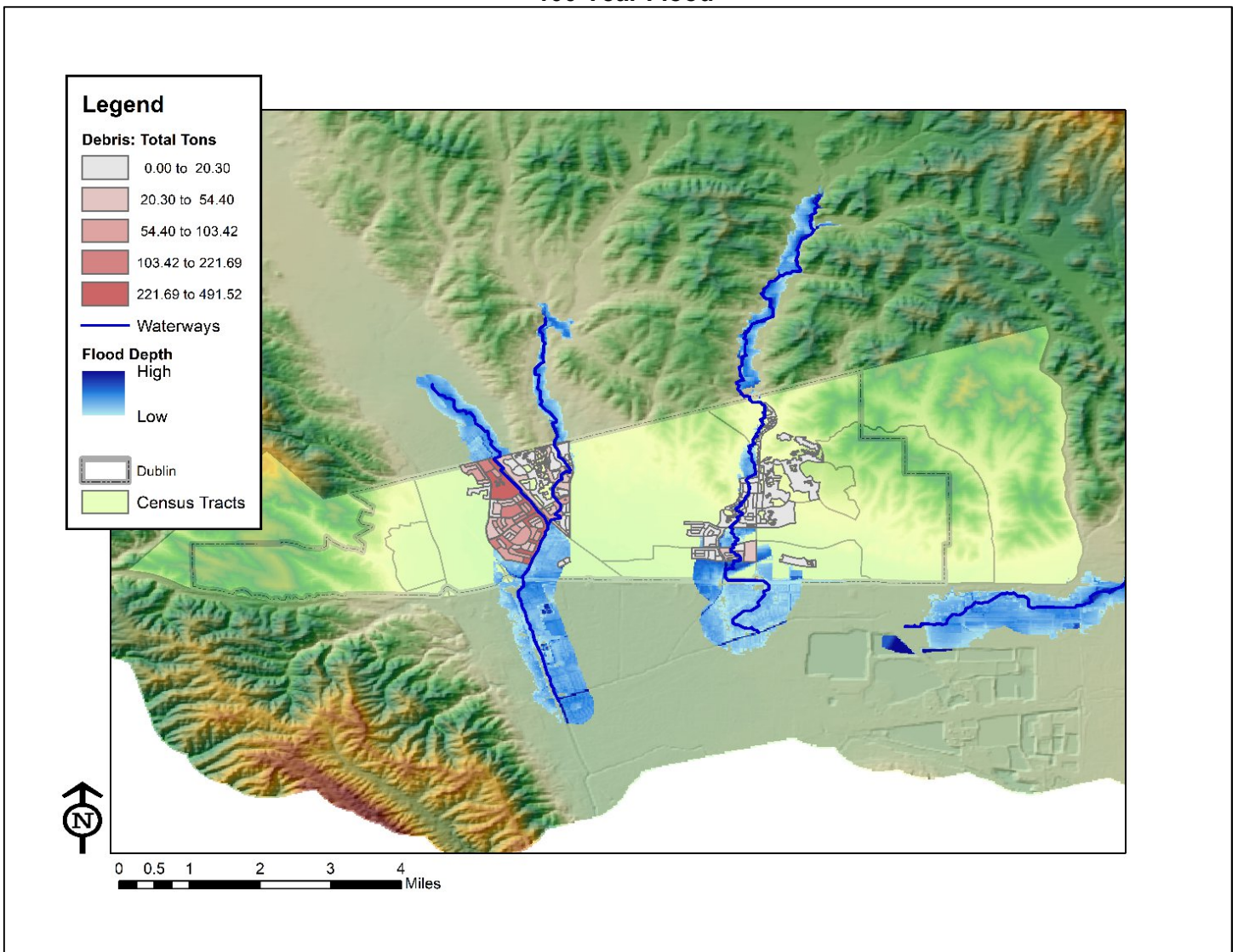
Flooding

Flooding may also be a debris-generating incident. For debris estimation, HAZUS was used to model a 100-year flood event. HAZUS estimates the amount of debris that will be generated by the flood. The model breaks debris into three general categories: 1) finishes (drywall, insulation, etc.), 2) structural (wood, brick, etc.), and 3) foundations (concrete slab, concrete block, rebar, etc.). Other debris, such as HHW, whitegoods and vegetation are not included due to small volumes. This distinction is made because of the different types of material handling equipment required to handle the debris. The results are below.

Dublin

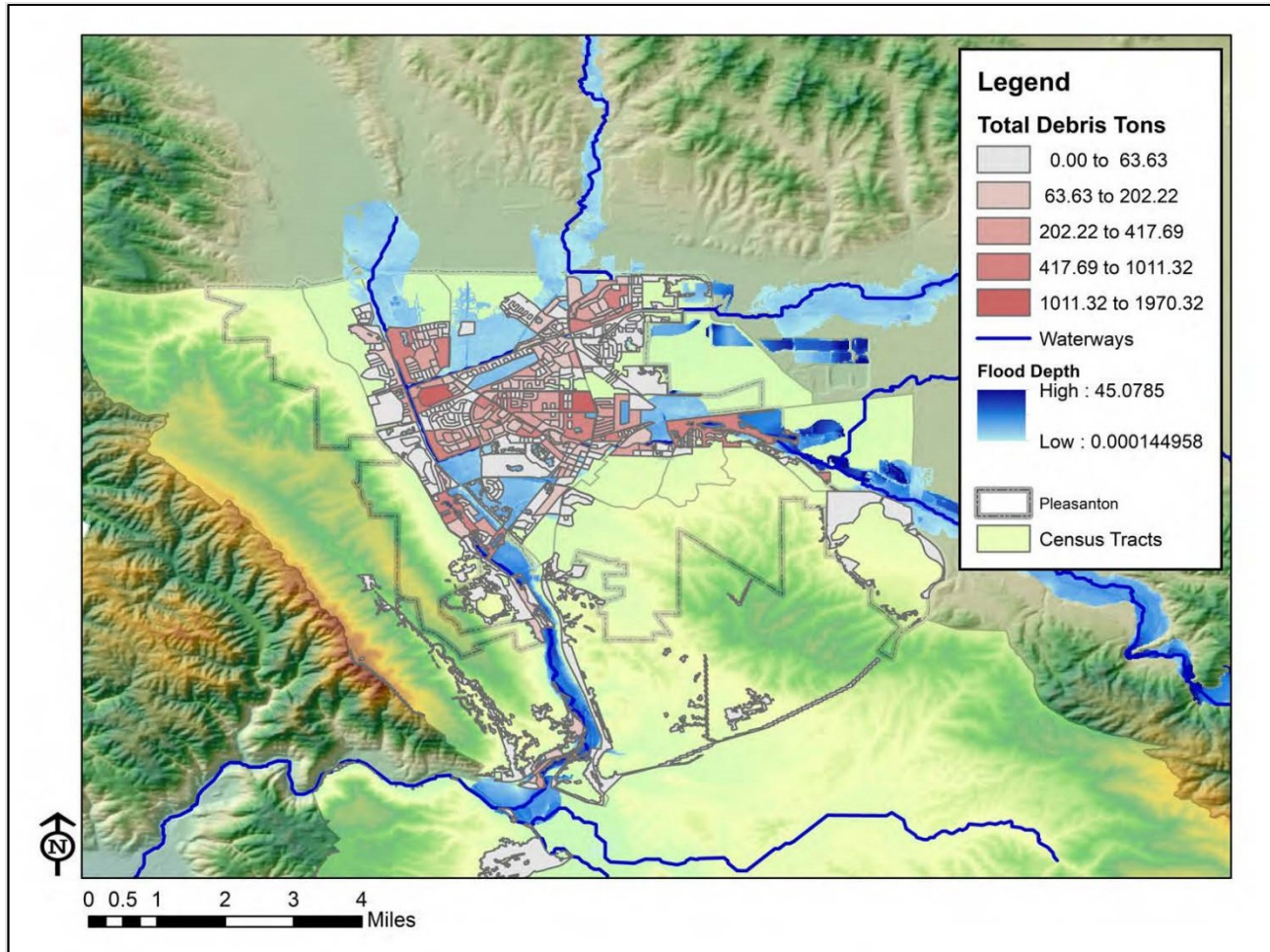
The model estimates that a total of 4,031 tons of debris will be generated. Of the total amount, Finishes comprise 100% of the total, Structural comprises 0% of the total, and Foundation comprises 0%. Using a calculation of 25 tons of debris per truckload, this incident results in 162 truckloads of debris.

100 Year Flood



Pleasanton: The model estimates that a total of 40,390 tons of debris will be generated. Of the total amount, Finishes comprises 94% of the total, Structure comprises 3% of the total, and Foundation comprises 3%. If the debris tonnage is converted into an estimated number of truckloads, it will require 1,616 truckloads (@25 tons/truck) to remove the debris generated by the flood.

100 Year Flood



1.4.3 Debris Planning Assumptions

This plan assumes the following facts as accurate for the execution of this plan:

- Debris operations will be managed at the most local level.
- The Cities have or will develop existing procedures to use local resources to the maximum extent possible to manage debris.
- The Cities have a diverse population that will have unique needs during debris operations.
- In a catastrophic disaster, communication networks may be inoperable, transportation infrastructure might be severely debilitated, and resources will be limited.
- The Cities may use private-sector resources to support debris operations following a catastrophic disaster.
- The Cities will request additional resources as necessary through established channels contained in the SEMS.

- Catastrophic disasters will require prolonged, sustained debris operations and support activities.
- The California Disaster Assistance Act (CDAA) governs the eligibility rules for disaster debris removal within the state. Jurisdictions must first seek funding through the CDAA prior to requesting funding from FEMA.

1.5 Plan Goal and Objectives

The goal of this plan is to provide a concept of operations to conduct debris operations in the Cities with the following priorities:

- Saving lives
- Preserving the health and safety of responders and the public
- Protecting property and the environment

The plan objectives describe the end result for successful debris operations within each City. These are the broad concepts that must be achieved in order to meet the purpose of this plan. The objectives for each City are as follows:

- Conduct pre-disaster preparedness.
- Facilitate debris removal operations to ensure public health and safety.
- Consider those with disabilities and access and functional needs throughout debris operations.
- Maximize diversion to the greatest extent possible to preserve remaining landfill capacity.
- Establish mechanisms to coordinate with stakeholders to manage debris operations.
- Coordinate public information regarding debris with other affected jurisdictions and the State.
- Utilize internal and private sector networks to manage debris operations.
- Request additional resources, if necessary, through established channels.
- Comply with applicable local, state, and federal requirements throughout debris operations.
- Forecast debris and resource requirements.

The specific activities required to achieve these objectives are included in Section 3: Debris Operations Plan.

2. Organization and Responsibilities

To mount an effective response to a debris-generating incident, roles and responsibilities must be clearly delineated between the City departments, contractors, state, and federal agencies, and non-governmental organizations with a role in response. All responsible organizations must respond in a coordinated manner to conduct disaster debris operations efficiently and safely.

2.1 Debris Operations Staffing and Organization

Achieving an effective debris management approach can be accomplished using the Incident Command System (ICS). ICS provides a standardized approach to incident management and aligns response agencies under a modular organization that is flexible and scalable. ICS uses a well-defined process for setting response objectives and communicating those objectives throughout the response organization.

The Cities of Dublin and Pleasanton will coordinate disaster debris operations within the Cities' existing Emergency Operations Center (EOC) and/or Department Operation Center (DOC) structure, as described in their EOP.

Positions that could be needed for debris management operations are described below. The level of staffing for response to a debris-generating incident will depend on the magnitude of the incident and the size of the jurisdiction. Job action sheets for debris management operations are provided in **Attachment B**.

2.1.1 Debris Management Group Supervisor

The Debris Management Group Supervisor is responsible for the following:

- Establishes the ICS organization for debris management operations.
- Coordinates with Logistics Section Procurement/Purchasing Unit to activate contractors for debris clearing and debris monitoring services.
- Establishes priorities for debris management operations.
- Provides debris management input to the City EOC or Public Works & Engineering Unit Incident Action Plan.
- Collaborates with federal, state, operational area and other organization representatives.
- Provides updates to the EOC or Public Works & Engineering Unit regarding debris management operations.
- Reviews and approves public information messages regarding debris operations.
- Coordinates with the EOC Finance Section to track debris management costs.
- Coordinates with the Demobilization Unit for the demobilization of debris management operations.

2.1.2 Street Clearing Task Force Leader

The Street Clearing Task Force Leader has the following responsibilities:

- ❑ If possible, stages and readies resources immediately before to an expected incident to ensure they are ready in the event debris clearance of City streets is required.
- ❑ Oversees street clearing immediately following a debris-generating incident.
- ❑ Coordinates local and contract resources to clear streets of debris in accordance with established objectives and priorities.
- ❑ Tracks progress of street clearing operations.
 - Provides regular updates to the Debris Management Group Supervisor regarding the status of operations.
- ❑ Ensures street clearing operations are conducted in a safe manner.
- ❑ Ensures all hours, expenses, and equipment use are accurately documented.

2.1.3 Debris Collection and Disposal Task Force Leader

The Debris Collection and Disposal Task Force Leader has the following responsibilities:

- ❑ Coordinates with local and contract resources to stage and ready resources immediately prior to an expected incident to ensure they are ready in the event that debris clearance operations are required.
- ❑ Coordinates with the Debris Monitoring Contractor to conduct truck certifications.
- ❑ Coordinates local and contract resources to conduct debris collection operations in accordance with established objectives and priorities.
- ❑ Activates Debris Management Sites (DMS) as needed in coordination with relevant departments and agencies.
- ❑ Coordinates with the Debris Monitoring Contractor/s to conduct collection, DMS, and disposal site monitoring.
- ❑ Coordinates with Alameda County Environmental Health Department to conduct soil sampling at DMS locations prior to and after closure of DMS.
- ❑ Coordinates with local labor and contractors to ensure debris is recycled or disposed of in accordance with regulatory guidelines.
- ❑ Coordinates local and contract resources to conduct special debris operations including removals of dangerous trees, privately-owned vehicles and vessels, waterway debris, parks debris, and private property debris in accordance with FEMA authorization and guidelines.
- ❑ Tracks progress of debris collection, recycling, and disposal in coordination with the Debris Monitoring contractor.
- ❑ Provides regular updates to the Debris Management Group Supervisor regarding the status of operations.
- ❑ Ensures debris collection and disposal operations are conducted in a safe manner.
- ❑ Ensures all hours, expenses, and equipment use are accurately documented.

2.1.4 Environmental Health Task Force Leader

The Environmental Health Task Force Leader has the following responsibilities:

- ❑ Liaises with regional, state, and federal environmental agencies and contractors to monitor environmental impacts of debris management operations, including ground/surface water, air, soil, and asbestos monitoring.
- ❑ Coordinates with the Debris Collection and Disposal Task Force Leader, or designee, to conduct soil sampling at DMS locations prior to and after closure of DMS.
- ❑ Tracks progress of environmental monitoring and testing operations, and documents results.
- ❑ Provides regular updates to the Debris Management Group Supervisor regarding the status of environmental monitoring operations.
- ❑ Ensures environmental monitoring operations are conducted in a safe manner.
- ❑ Ensures all hours, expenses, and equipment use are accurately documented.

2.1.5 Debris Removal Task Force Teams

- ❑ Coordinates through the Debris Collection and Disposal Task Force Leader to divide into teams consisting of debris removal and debris monitors to collect debris and deliver it to the appropriate location for reduction, recycling, or disposal.
- ❑ Reports any hazardous conditions such as downed power lines, hazardous material (HAZMAT) spills, and natural gas leaks to the proper authorities, as well as the Debris Collection and Disposal Task Force Leader.
- ❑ Tracks progress of the Task Force Team in debris removal, reduction, recycling, and disposal operations.
- ❑ Provides updates as required to the Debris Collection and Disposal Task Force Leader regarding the Task Force Team's status and progress.
- ❑ Obeys Health and Safety Policy and follows health and safety guidance in conducting debris removal, reduction, and disposal operations.
- ❑ Ensures all hours, expenses, and equipment use are accurately documented.

2.2 Roles and Responsibilities

In addition to staff assigned to field debris management operations, other departments and offices within the Cities provide critical support. Their roles and responsibilities are listed below.

2.2.1 City of Dublin Departmental Roles and Responsibilities

City of Dublin departments support debris management operations by performing the following functions:

2.2.1.1 Public Works

- Activate and manage the Public Works DOC.
- Assign a staff member to serve as the liaison with the EOC.
- Assign a staff member to serve as the Debris Management Group Supervisor for the incident.
 - Assists the City with emergency roadway clearing activities
 - Assess damages and estimate debris in City parks

- Oversee debris collection operations in City parks
- Support damage assessments and estimate debris totals.
- Coordinate department personnel and coordinate with personnel from supporting departments and agencies regarding debris management operations

2.2.1.2 City Manager’s Office

- Activate the EOC in response to an incident in the City
- Make policy-level decisions related to debris operations
- Provide signature authority for legal documents, including mutual aid agreements with neighboring jurisdictions, inter-local agreements, and notices to proceed with contracted service providers
- Coordinate with the Operational Area (OA) for support of debris operations

Public Information

- Coordinate with the Debris Management Group Supervisor, Public Works DOC, and the EOC to develop public information messages related to debris operations.
- Provide press releases and social media posts (e.g., NextDoor, Twitter, Facebook) related to debris removal operations, set out procedures and citizen debris drop-off locations.
- Update the City’s website with instructions and updates regarding debris operations. In event of a prolonged power outage, see Section 6. Public Information for print media distribution options, such as flyers and door hangers.
- Coordinate with the EOC to broadcast debris management instructions to the public through Nixle and AC Alert.
- Provide timely information to the public regarding debris operations in accessible formats to the whole community.

Information Technology Division

- Provide Geographic Information System (GIS) support to identify areas of debris concentration, provide maps to debris management staff and contractors, and track the progress of debris operations

Human Resources Division

- Receive and coordinate volunteers
- Issue guidance to the public regarding donations
- Manage donations received in response to the incident

2.2.1.3 Administrative Services

Finance Division

- Understand current state and/or federal disaster assistance program guidance and regulations related to debris operations.
- Manage documentation for state and/or federal reimbursement for debris operations.
- Ensure disaster debris services are procured following local, state, and federal procurement regulations.

- Coordinate with Public Works to obtain force account labor, equipment, and overtime documentation related to debris removal operations for potential state and/or federal reimbursement.
- Audit purchase orders and documents, general ledger entries, cash receipts, and payroll documents related to debris removal operations.
- Manage and audit contractor invoices for payment.

2.2.1.4 Community Development

- Conduct damage assessments.
- Enforce nuisance and abatement codes.
- Document nuisance and abatement cases to support private property debris removal
- Emergency permit support for debris removal in creeks

2.2.1.5 City Attorney’s Office

- Review debris operations procedures for compliance with applicable local, state, and federal regulations.
- Draft and approve as to form legal documents related to debris operations.
- Manage liability and insurance claims related to the incident.

2.2.1.6 Dublin Police Services

- Manage evacuation and reentry operations.
- Provides security for debris management sites and other debris removal operations when necessary.
- Lead debris operations resulting from a crime scene or terrorism incident.
- Manage animal control issues arising from the incident.
- Coordinate the collection and disposal of dead animals.

2.2.1.7 Alameda County Fire Department

- Provides field reports to the EOC concerning damages and debris
- Establishes road closures if utility wires are down
- Reports downed power lines dispatch so they can notify utility companies
- Responds to fires and HAZMAT spills

2.2.2 City of Pleasanton Departmental Roles and Responsibilities

City of Pleasanton departments support debris management operations by performing the following functions:

2.2.2.1 Operation Services Department

- Activate and manage the Operation Services DOC
- Assign a staff member to serve as the liaison with the EOC
- Assign a staff member to serve as the Debris Management Group Supervisor for the incident
- Support damage assessments and estimate debris totals
- Coordinate department personnel and coordinate with personnel from supporting departments and agencies regarding debris management operations

2.2.2.2 City Manager’s Office

- Activate the EOC in response to an incident in the City
- Make policy-level decisions related to debris operations
- Provide signature authority for legal documents, including mutual aid agreements with neighboring jurisdictions, inter-local agreements, and notices to proceed with contracted service providers
- Coordinate with the Operational Area (OA) for support of debris operations

2.2.2.3 Finance Department

- Understand current state and/or federal disaster assistance program guidance and regulations related to debris operations
- Manage documentation for state and/or federal reimbursement for debris operations.
- Ensure disaster debris services are procured following local, state, and federal procurement regulations
- Coordinate with Public Works to obtain force account labor, equipment, and overtime documentation related to debris removal operations for potential state and/or federal reimbursement
- Audit purchase orders and documents, general ledger entries, cash receipts, and payroll documents related to debris removal operations
- Manage and audit contractor invoices for payment

2.2.2.4 Information Technology Department

- Provide GIS support to identify areas of debris concentration, provide maps to debris management staff and contractors, and track the progress of debris operations

2.2.2.5 Human Resources Department

- Receive and coordinate volunteers
- Issue guidance to the public regarding donations
- Manage donations received in response to the incident

2.2.2.6 Community Development

- Conduct damage assessments
- Enforce nuisance and abatement codes
- Document nuisance and abatement cases to support private property debris removal
- Emergency permit support for debris removal in creeks

2.2.2.7 City Attorney’s Office

- Review debris operations procedures for compliance with applicable local, state, and federal regulations
- Draft and form approve legal documents related to debris operations
- Manage liability and insurance claims related to the incident

2.2.2.8 Public Information

- Coordinate with the Debris Management Group Supervisor, Public Works DOC, and the EOC to develop public information messages related to debris operations

- Provide press releases and social media posts (e.g., NextDoor, Twitter, Facebook) related to debris removal operations, set out procedures and citizen debris drop-off locations
- Update the City’s website with instructions and updates regarding debris operations
- Coordinate with the EOC to broadcast debris management instructions to the public through Nixle and AC Alert
- Provide timely information to the public regarding debris operations in accessible formats to the whole community

2.2.2.9 Police Department

- Manage evacuation and reentry operations
- Provides security for debris management sites and other debris removal operations when necessary
- Lead debris operations resulting from a crime scene or terrorism incident
- Manage animal control issues arising from the incident
- Coordinate the collection and disposal of dead animals

2.2.3 Other Local Agency Roles and Responsibilities

Other City agencies play a supporting role as described below:

2.2.3.1 City Parks and Recreation

- Assists the City with emergency roadway clearing activities
- Assess damages and estimate debris in City parks
- Oversee debris collection operations in City parks

2.2.3.2 City Fire Departments

- Provides field reports to the EOC concerning damages and debris
- Establishes road closures if utility wires are down
- Reports downed power lines dispatch so they can notify utility companies
- Responds to fires and HAZMAT spills

2.2.4 Alameda County

Alameda County, as the Operational Area, coordinates debris management operations within the County, supports mutual aid, prioritizes route opening and forwards requests for resources when unable to provide them from County resources or through mutual aid. The County provides the following:

Environmental Health Department

- Determine debris that poses an imminent threat to public health and safety
- Provide documentation regarding health and safety issues to support debris operations
- Inspect and approve DMS locations
- Provide environmental services support to debris operations

Office of Emergency Services

- Implement OA Emergency Response Plan.
- Establish and maintain the Operational Area Emergency Operations Center (OAEOC) to serve the OA.

- Coordinate the utilization of County, other local government, state, and federal resources within the OA.
- Support operations conducted by local governments within the County in accordance with SEMS and approved mutual aid and operations plans.

Alameda County Resource Conservation Service

- Provides permitting support during the emergency/response and recovery phase for debris removal in creeks

Alameda County Sheriff/Coroner's Office

- Conduct death investigations

2.2.5 State Agencies

State agencies provide regulatory guidance and technical assistance for debris operations. The following section provides an overview of the roles and responsibilities of State agencies involved in debris operations.

CalOES

- Implement the California Emergency Services Act.
- Perform executive functions assigned by the Governor to support and enhance all phases of emergency management.
- Coordinate debris clearance and removal operations by other State agencies.
- Approve all mission task orders and manage the requests until the needs have been met.
- Request the deployment of the National Guard to support response activities including damage assessment and debris clearance operations.
- Coordinate with local and state entities in the compilation and dissemination of public information messages.
- Request debris removal resources from other States through the Emergency Management Assistance Compact (EMAC).
- Coordinate requests for assistance and participate with the federal government in operating a Joint Field Office (JFO) when federal assistance is needed.
- Task other state agencies as needed to aid local jurisdictions in debris management operations.
- Oversee the delivery of state and/or federal grant programs.

Cal EPA

- Provide guidance on environmental regulations regarding debris operations.
- Provide technical assistance for debris removal of HAZMAT (Department of Toxic Substances Control).
- Provide support and guidance for debris removal operations (CalRecycle) including potential provision of resources.
- Provide approvals for temporary debris management sites (TDMSs) and emergency waivers of standards such as permitted capacity, throughput, and acreage for permitted solid waste facilities (CalRecycle).
- Assist the City in properly certifying TDMSs.

2.2.6 Federal Agencies

Federal agencies support debris operations by providing disaster assistance funding, regulatory oversight, and technical assistance. The following section provides an overview of the roles and responsibilities of federal agencies involved in debris operations.

FEMA

- Provide technical assistance for debris operations
 - Environmental and historical preservation review process
 - Public Assistance grant program reimbursement process
 - Procurement assistance
- Assign federal mission assignments as requested
 - [ESF-3, Public Works and Engineering](#)
 - [ESF-10, Oil and Hazardous Material Response](#)
- Administer the FEMA Public Assistance Program for Category A Debris Removal
 - Ensure safety, eligibility, and compliance are maintained

U.S. Army Corps of Engineers

- Primary federal entity for Emergency Support Function (ESF)-3, Public Works and Engineering
- Provide debris operations for mission assignments
- Provide strong technical assistance and training support to State and local agencies
- Enable State and local operations to the greatest extent possible

Us Department of Agriculture Natural Resources Conservation Service

- Provide technical assistance for debris removal from natural streams and creeks
- Provide funding for debris operations through the Emergency Watershed and Protection program
- Partner with Alameda County in waterway conservation initiatives

Federal Highway Administration

- Supports repair and reconstruction of federal aid highways and roads on federal lands
- Provide funding for debris operations through the Federal Highway Administration Emergency Relief Program

2.2.7 Private Sector Business Enterprise, Commercial Sector

Private businesses will have a very large role in managing mass debris operations. Jurisdictions do not have enough internal resources to conduct debris operations during a widespread event without the use of contracted service providers. The following provides the roles and responsibilities of private-sector businesses and the commercial sector for debris operations.

Waste Collection Contractors: Dublin - Amador Valley Industries; Pleasanton - Pleasanton Garbage Services

- Collect, transport, process, and divert franchised organic materials within the City service areas
- Collect, transport, and dispose of franchised solid waste generated within the City service areas

- Coordinate with contract debris haulers in the collection and transport of solid waste and debris following a debris-generating disaster in the City service areas

Debris Hauling Firm

In the event the scope of debris collection operations is beyond the capabilities of local force account resources, state, and mutual aid resources, it may be necessary to contract for labor and equipment. The Cities will use their purchasing policies in coordination with federal contracting guidance, found in **Attachment C** of this plan, to establish a contract with one or more debris hauling firms to assist with debris collection and disposal. A contracting checklist has been compiled and can be found in **Attachment D** of this plan. Responsibilities of a debris hauling firm include the following:

- Clear and remove debris from jurisdiction roadways and waterways to make them passable immediately following a declared disaster
- Conduct debris removal from the right-of-way
- Decommission, demolish, and dispose of eligible non-regulated asbestos-containing material (non-RACM) structures on private property
- Manage and operate DMS locations
- Conduct debris reduction (Vegetative and other debris can be reduced in bulk to save truckloads and landfill space.)
- Haul-Out reduced materials to a final disposal site
- Remove hazardous leaning trees and hanging limbs
- Removal of hazardous stumps
- Remove white goods debris from the right-of-way and transport it to coolant removal/recycling sites
- Coordinate the removal of household hazardous waste from the right-of-way and transport it to hazardous material transfer/disposal sites
- Remove animal carcasses from areas designated by the jurisdiction and transport it to identified sites
- Build relationships with community emergency managers and other officials to have an active voice in the debris operations
- Educate and train employees to implement debris operations plans
- Communicate status of operations and supply chains as well as challenges and timelines to local officials
- Research available funding sources and types of funding for debris operations
- Know, understand, and comply with federal regulations for disaster assistance programs

A sample Request for Proposals is included as **Attachment E** to aid the City in acquiring the services of a contract debris hauler.

Monitoring Firm

A relatively small amount of debris could be monitored by force account labor. However, in an incident resulting in widespread and considerable debris amounts, the City may decide to employ the services of a debris monitoring firm. Debris monitoring responsibilities are described below.

- Perform truck certifications
- Perform on-site, street-level debris monitoring at all collection sites to verify debris eligibility

based on contract requirements, and initiate debris removal documentation using load tickets

- Conduct disposal monitoring to document the disposal of disaster debris at approved TDMSs and at final disposal or end-use locations

2.2.8 Nonprofit Sector

The Cities will partner with nonprofit and volunteer organizations to provide assistance to individuals with disabilities and/or access and functional needs. The Cities will ask that nonprofit sector entities coordinate with the Cities to ensure their efforts are conducted in coordination with the Cities objectives.

In addition, each City will coordinate with nonprofit sector entities to ensure response efforts are conducted in a safe manner to minimize the risk of injuries in keeping with the Health and Safety Policy (see **Attachment F**). These entities will not be asked to conduct tasks that are beyond their member’s training or capabilities. The roles and responsibilities for nonprofit organizations in debris operations are listed below.

- Coordinate with the City to identify vulnerable populations. Preferably, this would be conducted prior to a disaster as part of the City’s preparedness initiatives.
- Coordinate with jurisdictions and volunteer organizations post-disaster to assist individuals with disabilities and access and functional needs with bringing debris to the public right-of-way (ROW)
- Coordinate with jurisdictions to provide public information regarding debris operations to populations with communication barriers
- Provide other services to underserved groups, individuals, and communities as necessary

2.2.9 Residents

To coordinate effective debris operations, residents play an important role in maximizing the potential for recycling and reuse of disaster-generated debris. The following provides the roles and responsibilities for residents in debris operations.

- Follow instructions from local officials on set out procedures for disaster-related debris.
- Segregate disaster debris from regular household waste
- Safely bring debris to the public ROW
- Bring household hazardous waste (HHW) to citizen drop-off locations
- Use caution when operating equipment and dangerous machinery
- Help others who may need assistance with debris removal

3. Debris Operations

The National Response Framework establishes a set of core capabilities that must be achieved during disasters to save lives, protect property and the environment, and preserve the social, economic, cultural, and political structure. Debris management operations support several core capabilities, including:

- Critical Transportation
- Environmental Response/Health and Safety
- Infrastructure Systems
- Public and Private Services and Resources

Depending on the size, scope, and magnitude of the disaster, public entities may be required to conduct debris operations. In cases where the magnitude of the disaster exceeds local capabilities to respond, the Cities may need to contract support.

3.1 Priorities

The Cities' EOPs list the following priorities for disaster response operations:

- Life/safety
- Incident stabilization
- Protection of property and the environment
- Community economic recovery

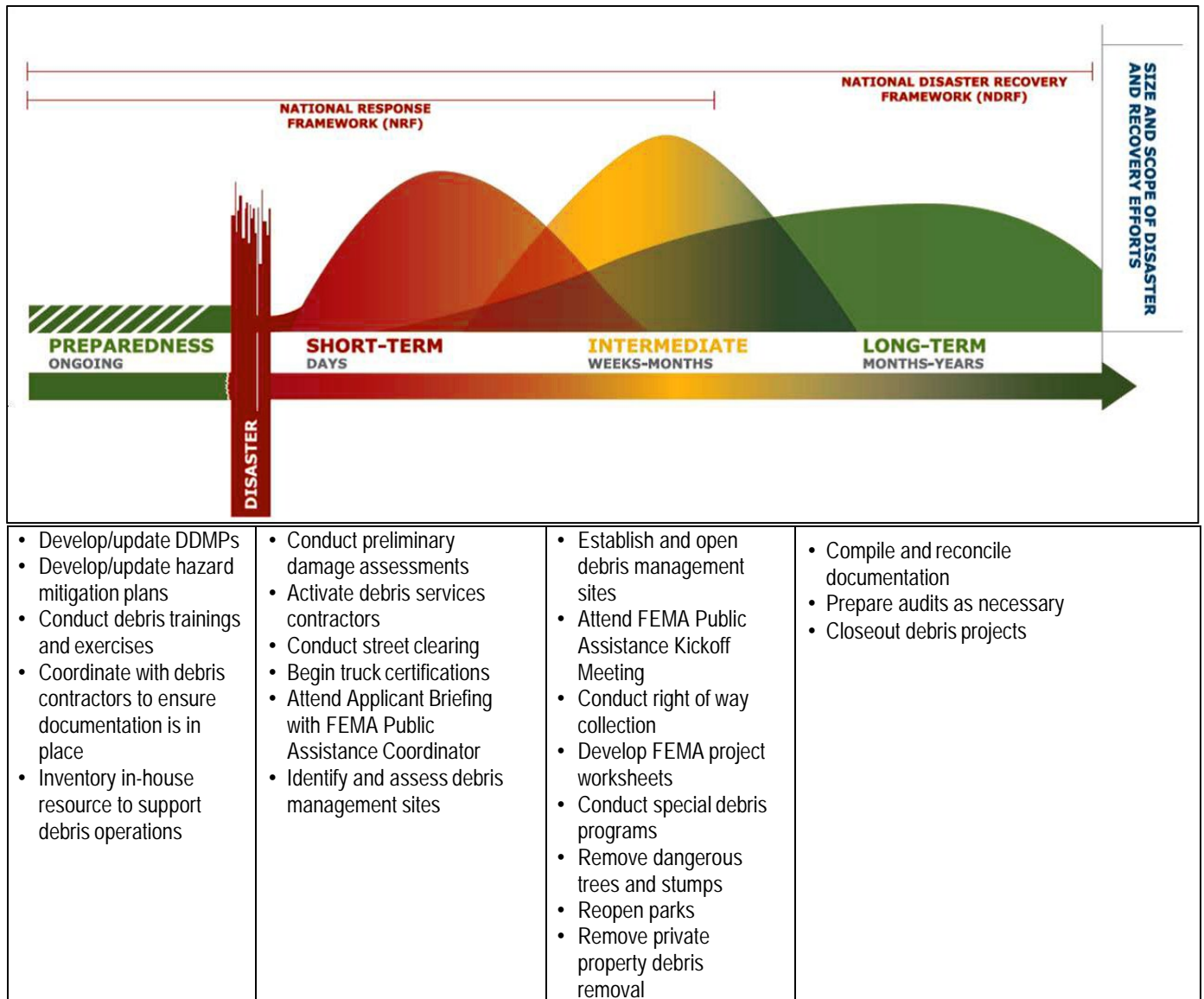
Priorities for debris operations are:

- Restoration of critical transportation routes
- Restoring access to critical facilities
- Disposal of hazardous materials

3.2 Debris Operations

The concept of operations describes the processes of how to achieve the objectives of the plan. This section is organized chronologically to demonstrate the activities that will take place during each phase of debris operations. **Figure 3** below depicts how debris operations fit into the response/recovery continuum after an incident that results in a large amount of debris.

Figure 3: Recovery Operations



3.2.1 Response

Response operations include the following initial and follow-on activities:

Emergency Roadway Clearance Priorities

Emergency roadway clearance is conducted to clear priority roadways of scattered debris, leaning trees, and other obstructions in order to allow emergency access and transportation. Road clearance priorities are pre-established to allow access to critical public facilities such as fire stations, police stations, hospitals, shelters, and emergency supply centers. The Cities' priority roads for emergency clearance are listed in **Attachment N** of this plan.

Debris Damage Assessment

Damage assessments are necessary to determine the extent and the location of the debris. An initial windshield survey of the impacted area will be conducted to identify critically damaged areas and to

assist in prioritizing emergency roadway clearance. If possible, aerial surveys should be conducted to obtain an overview of damaged areas.

Individuals designated by the Cities EOPs will support an overall effort of damage assessment, including determining the amount and types of debris. Members of the damage assessment team should be trained prior to the incident and should be coordinated with utility crews to ensure safety.

Damage assessments should be conducted with consistency throughout the Cities to the greatest extent possible. Following the completion of the damage assessments, the Cities will compile the damage assessments for submittal to the OA. The OA will compile this information to submit to the State. A thorough and accurate damage assessment process is necessary to maximize the potential for state and federal disaster assistance.

Temporary Debris Management Site (TDMS) Identification and Preparation

Concurrent to emergency roadway clearance and damage assessments, the Cities will identify and prepare TDMS locations. See **Attachments L** for TDMS guidance.

The purpose of the TDMS is to temporarily store debris and conduct some form of debris reduction method before the debris is transported to a final disposal facility. Parks and jurisdiction-owned properties have been identified as possible TDMS locations. In addition, land within transfer stations or solid waste facilities can be utilized as TDMSs. This can be desirable because of their ability to immediately accept debris. The following sites have been identified for possible TDMS locations.

- **Dublin:** The City of Dublin will identify TDMS(s), as needed, based on the incident and areas of impact.
- **Pleasanton:** The City of Pleasanton will identify TDMS(s), as needed, based on the incident and areas of impact. The following represent potential sites.

City of Pleasanton TDMSs					
	OWNER	LOCATION	USEABLE	APN	JURISDICTION
1	City of Pleasanton	Bernal Property – 4950 Bernal Avenue, Pleasanton	0.7 acres	947-8-30	City
<i>Site Amenities</i> Condition of ground surface: permeable ground surface Current Use: sewer pump station Access to Site: Bernal Avenue near Pleasanton Avenue					
2	City of Pleasanton	Bernal Property – 3200 W. Lagoon Road	25 acres	946-4590-6	City
<i>Site Amenities</i> Condition of ground surface: permeable ground surface Current Use: open space Access to Site: Bernal Avenue near Meadowlark Dr					
3	City of Pleasanton	Bernal Property – Valley Avenue	145 acres	947-8-21,947-8-25 and 947-8-29	City
<i>Site Amenities</i> Condition of ground surface: permeable ground surface Current Use: open space and Bernal Park					

City of Pleasanton TDMs					
	OWNER	LOCATION	USEABLE	APN	JURISDICTION
Access to Site: Bernal Avenue and Valley Avenue					
4	City of Pleasanton	Patheland Park – Stoneridge Dr. and Stoneridge Creek Way	4.8 acres	946-4623-4	City
<i>Site Amenities</i> Condition of ground surface: permeable ground surface Current Use: Detention Pond Access to Site: Stoneridge Creek Way Near Stoneridge Dr					
5	Private Property owned by Rosewood Commons Property Owner LLC	Rosewood Commons – 4400 Rosewood Drive	11.8 acres	941-2780-36	City
<i>Site Amenities</i> Condition of ground surface: paved parking lots Current Use: Business Offices/Conference Center Access to Site: Santa Rita Road					
6	Private Property – USL Pleasanton Lakes L P	Busch Rd becomes El Charro Rd – 3030 Mohr Ave	92 acres	946-1250-6-4	Unincorporated
<i>Site Amenities</i> Condition of ground surface: permeable ground surface Current Use: not developed Access to Site: Valley Ave. to Busch Rd.					
7	Private Property owned by multiple owners	Stoneridge Mall – Stoneridge Mall Rd.- 1701 Springdale Ave.	14.6 acres	941-1201-26-2	City
<i>Site Amenities</i> Condition of ground surface: paved ground surface Current Use: Proposed office building Access to Site: Stoneridge Road					

A sample memorandum of agreement has been included in **Attachment G** in the event a City chooses to establish an agreement with a private property owner for use of privately-owned property as a TDMS.

Debris brought to a TDMS is sorted to remove recyclable materials and materials not suitable for reuse. The materials not suitable for reuse are taken to a landfill. Ideally, all concrete rubble would be processed at the TDMS into reusable aggregate. This option may be considered if space, site characteristics, and available resources allow.

The size of the site is dependent on the quantity of debris that needs to be stored and processed. The site should be large enough to safely accommodate the processing of various debris materials, storing heavy equipment, and maneuvering trucks and large processing equipment.

The TDMS should be established in an area that does not impede the flow of normal traffic along major transportation corridors, disrupt local business operations, or cause dangerous conditions in residential neighborhoods or schools. Whenever possible, avoid locating a TDMS near residential areas, schools, churches, hospitals, and other such sensitive areas.

The Cities must also consider community acceptability when selecting a potential TDMS. The community's acceptance of the TDMS location usually depends on the reduction methods that will be conducted at the site. Around-the-clock light and noise from equipment operation, dust, and traffic are generally tolerated early in a disaster recovery operation but may have to be curtailed later in the recovery phase. The following factors should be taken into consideration when identifying a debris management site:

- Current availability
- Duration of availability
- Site ingress/egress and access to transportation routes
- Geographic location within the jurisdiction
- A minimum of 10 acres of usable land
- Well-drained site with soils suitable for supporting heavy vehicles and equipment
- Strategic placement to minimize debris transportation requirements and travel time to and from loading points; the TDMS should be located as close as possible to the concentrations of disaster debris
- Access to electrical and water utilities for site operations
- Minimum potential for disruption of critical services

Potential locations for a TDMS may include the following:

- Recycling facility
- Landfill
- Transfer station
- Vacant lot
- Corporation yard

- Parks
- Large parking lot
- ROW
- Jurisdiction owned property
- Private property

Environmental permits and land-use variances may be required during removal operations for TDMS(s). Several agencies may be involved in issuing permits and granting land-use approvals.

Permits may include:

- Waste processing and recycling operations permit
- Temporary land-use permits
- Land-use variances
- Traffic circulation strategies
- Air quality permits
- Water quality permits
- HHW permits
- Fire department permits

After a review of the availability and suitability of a TDMS, site preparation can begin. As part of the preparation, baseline data should be gathered from the site to document the state of the land before debris is deposited. The following actions support compiling the baseline:

- Photograph the site – Digital photos should be taken to capture the state of the site before debris reduction activities begin. Photos should be updated periodically throughout the project to document the progression of the site.
- Record physical features – Records should be kept detailing the physical layout and features of the site. Items such as existing structures, fences, landscaping, etc., should be documented in detail.
- Historical evaluation – The past use of the site area should be researched and documented. Issues relating to historical or archeological significance of the site should be cleared with the State Office of Historic Preservation.
- Sample soil and water – If possible and deemed necessary, soil and groundwater samples will be taken before debris reduction activities commence. Samples will help ensure the site is returned to its original state. Typically, soil and groundwater samples should be analyzed for total Resource Conservation and Recovery Act (RCRA) metals, volatile organic compounds, and semi-volatile organic compounds using approved State and U.S. Environmental Protection Agency (EPA) methods.
- Site approval – TDMSs will require approval from the Alameda County Environmental Health Department serving as the Local Enforcement Agency (LEA) for the County.

Once debris is collected from the public ROW, it is transported to a TDMS where it is segregated and reduced. Reduction methods include:

Chipping and Grinding – Using this method, vegetative debris is chipped or ground and typically results in a reduction ratio of up to 4:1. Factors such as debris composition, weather, site conditions,

and other factors may impact the reduction ratio. The leftover mulch is either recycled or hauled to a final disposal facility.

Incineration – Although incineration is rarely authorized, there are circumstances where a public entity can request to reduce debris through burning. The burning of vegetative debris typically results in a reduction ratio of up to 20:1. Factors such as debris composition, weather, site conditions and other factors may impact the reduction ratio. The leftover ash may be hauled to a final disposal facility or be incorporated in a land application.

Crushing – Crushing is an appropriate reduction method for construction and demolition (C&D) debris that cannot be recycled. However, if crushing is used to reduce C&D debris, the residual debris must show a reduction in volume.

Truck Certification

Truck certification is a critical component of debris management operations. Truck certification is the process to document the capacity of debris removal trucks. All debris removal trucks hauling debris on a volumetric basis must have their capacity and dimensions measured, sketched, photographed, and documented on a truck certification form. Each debris removal truck must be assigned a unique number for debris tracking and invoice reconciliation purposes. Debris monitors will validate that each truck certifications should contain:

- Unique truck number
- Driver name
- Driver phone number
- License number, state issued, and expiration date
- Tag number, state issued, and expiration date
- Vehicle measurements
- Electronic photograph of the vehicle, including logo of the hauling entity.

A sample truck certification and instructions in measuring trucks can be found in **Attachment H** of this document.

3.2.2 Recovery

The recovery phase begins with debris removal from the public ROW and ends when debris operations are complete and all documentation is closed out. During this phase, the Cities will determine their capacity to conduct debris removal operations internally using force account equipment and labor, using mutual aid or by using contracted services. The Cities will also assess their capacity to conduct special debris programs as necessary.

Short-Term Recovery

Once the emergency roadway clearance has been completed, the Cities will begin debris removal operations. This includes the following tasks.

- Open TDMSs
- Prioritize roads/areas
- Issue press release regarding segregation of debris

- Begin ROW debris removal
- Begin environmental monitoring program of TDMS
- Continue to coordinate with external agencies
- Initiate discussions with the state and/or FEMA
- Obtain FEMA guidance for procurement and special debris programs

Intermediate Recovery

Intermediate recovery includes activities that take place after immediate debris needs have been addressed. Intermediate recovery typically occurs two weeks to several months post-disaster. These activities include:

- Maintain and evaluate ROW cleanup
- Begin ROW stump removal as necessary
- Open additional TDMSs as necessary
- Conduct meetings with the CalOES and/or FEMA
- Begin special debris programs
- Communicate ROW debris removal program close-out to residents via press release

Long-Term Recovery

Long-term recovery includes activities to close-out debris programs and reconcile documentation. Long-term recovery may take several years depending on the severity of the disaster and the audit processes from regulatory agencies. Long-term activities include:

- Complete all debris recovery activities
- Identify ineligible debris on ROW
- Complete the disposal of reduced debris
- Close-out and remediate TDMSs
- Conduct project close-out meetings with the State and/or FEMA and external agencies.

3.3 Collection and Removal Strategy

The collection and removal strategy provides details on how the Cities will conduct debris operations to clear, collect, and remove debris.

3.3.1 Emergency Roadway Clearance

The Cities will coordinate resources to conduct emergency roadway clearance through internal sources, mutual aid, or contracted services. If necessary, the Cities may use contractors or request additional resources for emergency road clearance from the OA.

Emergency roadway clearance will be coordinated with utility crews to ensure safety while conducting debris operations near damaged infrastructure.

Major thoroughfares and critical facilities in the Cities will be considered priority during emergency roadway clearance activities. These major thoroughfares and facilities are critical to government response activities, including emergency medical services, fire suppression, and law enforcement

activities. Following a disaster, routes to these critical facilities will need to be cleared to allow emergency response vehicles to pass. A list of these facilities and their locations is included in **Attachment O**. The purpose of this is to expedite the clearing of debris from critical pathways to ensure public health and safety. During this time period, it is critical that all types of equipment and the amount of time the equipment is used are documented with detail and accuracy.

3.3.2 Right-of-Way Collection

ROW collection entails residents piling their disaster-related debris along the curbside. It is critical that residents segregate their debris in categories such as vegetative, construction and demolition, household hazardous waste, and white goods. This will help prevent the contamination of debris loads and expedite the cleanup process. An effective public information campaign is essential to informing residents regarding the importance of segregating their debris. Sample public information message templates for informing the public regarding disaster debris clean up procedures can be found in **Attachment J** of this plan.

Vegetative Debris

Vegetative debris consists of whole trees, tree stumps, tree branches, tree trunks, and other leafy material. Depending on the size of the debris, the collection of vegetative debris may require the use of flatbed trucks, dump trucks, and grapple loaders.

Most vegetative debris consist of large piles of tree limbs and branches that are placed on the public ROW by the residents. The City will determine the number of times vegetative debris is collected before normal collection activities are resumed.

Alameda County landfills cannot bury green waste or use it as alternative daily cover per Ordinance 2008-01. Therefore, vegetative debris must be reduced, and alternatives identified for disposal. Vegetative debris may be reduced by as much as 75 percent of its volume by mulching or grinding.

A hazardous tree or stump may be collected individually, while downed or fallen debris is collected from rights-of-way or at a designated collection center. FEMA only pays for stumps torn up by wind and does not fund removal of cut or burned stumps. Tree and stump collection prices are typically based on the size of the tree or stump and charged by unit. Other fallen or downed material is usually billed by weight (tons) or volume (CYs). Guidance for stump removal can be found in **Attachment K**.

Household Hazardous Waste (HHW) Debris Removal

HHW includes gasoline cans, aerosol spray cans, paint, lawn chemicals, batteries, fire extinguishers, fluorescent lamps, household electronics, etc.

HHW should be collected separately and disposed of or recycled at a properly permitted facility such as the Livermore HHW Facility operated by Alameda County. Collection of HHW can be conducted internally or contracted using a unit rate basis. The Cities will conduct the following activities to support HHW removal:

- Communicate to residents the procedures for HHW following a debris-generating incident. It is important that residents separate debris streams to ensure that HHW does not enter the

debris stream at TDMSs.

- Decide whether to contract with an established HHW collection firm to augment or replace HHW drop-off sites to ensure HHW is properly disposed of. Measures should be taken to identify, segregate, and dispose of intermingled HHW at TDMSs.
- Interface with the California Department of Toxic Substances Control (DTSC) and CalEPA. Describe the HHW collection program and permitted facilities to be used for disposal or recycling.

Electronic Waste

Electronic waste, or e-waste, refers to electronics that contain HAZMAT such as cathode ray tubes. Examples include computer monitors and televisions. Electronic waste is considered HHW and must be managed following the CalEPA guidelines for disposal listed in Section 3.3.6.

White Goods Debris Removal

White goods include refrigerators, freezers, air conditioners, heat pumps, ovens, ranges, washing machines, clothes dryers, etc.

White goods debris that contains ozone-depleting refrigerants, mercury, or compressor oils need to have such materials removed by a certified technician before recycling. All state and federal laws should be followed regarding the final disposal of removed refrigerants, mercury, or compressor oils. Collection of white goods can be conducted internally or using contracted services on a unit rate basis. The Cities will conduct the following activities to support white goods removal:

- Communicate the procedures for white goods removal to residents in affected areas. Residents must separate white goods from other debris to ensure white goods are not mixed with other debris streams during collection.
- Interface with the Alameda County Environmental Health Department and CalEPA. Describe the white goods collection program and permitted facilities to be used for disposal of recovered refrigerants, mercury, or compressor oils.

Construction and Demolition (C&D) Debris

C&D debris is damaged components of buildings and structures such as lumber and wood, gypsum wallboard, glass, metal, roofing material, tile, carpeting and floor coverings, window coverings, pipe, concrete, fully cured asphalt, equipment, furnishings, and fixtures. Certain types of C&D debris are reusable or recyclable. To conserve landfill space, C&D debris should be separated by material type for reuse or recycling.

Some C&D debris may be hazardous, such as asbestos roofing and floor tile, and lead pipes. Section 3.3.6 of this plan provides information from CalEPA on how to manage hazardous debris, including asbestos-containing materials. Documentation of the debris origin, any processing (reduction or recycling), and the final disposition is required for receiving state and/or federal funding.

Typically, removal of construction by-products generated by repairs or rebuilding is covered by insurance policies or included in the overall cost for reconstruction projects; therefore, construction by-products are not considered disaster-related debris.

3.3.3 Use and Procurement of Contracted Services

If contracted services are to be used for debris management, including removal and monitoring, these contracts must meet state and/or federal procurement requirements to be eligible for potential state and/or federal disaster assistance. Guidance for using contracted services can be found in **Attachment C** of this plan. A contracting checklist can be found in **Attachment D**. For additional information see FEMA Publication FP 104-009-2 – Public Assistance Program and Policy Guide 2018.

In recent years, millions of dollars in disaster assistance have been de-obligated to grant applicants following audits because their procurement procedures did not meet federal contracting requirements. De-obligation of disaster assistance funding has caused economic hardships for many jurisdictions. To remedy this situation, FEMA has established a Procurement Disaster Assistance Team (PDAT) to assist applicants before they award contracts. PDAT is currently comprised of nine attorneys tasked with deploying to active disasters and with proactively developing and providing training and guidance materials. This is an effort to reduce procurement violations and help ensure applicants spend federal funds efficiently, effectively and in compliance with applicable federal procurement standards.

The Cities will coordinate with the Procurement Disaster Assistance Team in awarding contracts. Cal OES will serve as a liaison with the FEMA Disaster Procurement Assistance Team to ensure the Cities and other jurisdictions in the County receive the most accurate information from state and/or federal representatives. The Cities can contact local FEMA staff or the FEMA IX Region Office at (510) 627-7785 to arrange training from the PDAT.

3.3.4 Monitoring of Debris Operations

Monitoring debris removal operations entails observing and documenting debris removal work performed from the point of debris collection to final disposal. It involves constant observation of crews to ensure that workers are performing eligible work in accordance with state and/or federal guidelines and all applicable federal, state, and local regulations. Failure to properly monitor debris removal operations may jeopardize federal disaster assistance.

Accurate documentation of debris removal and disposal operations and eligible associated costs are the outcome of a good debris monitoring program. This documentation serves as the basis for FEMA Public Assistance Project Worksheets (PW)—the documents that authorize grant reimbursements from FEMA. Debris monitoring documentation is critical to verify that debris operations are eligible for reimbursement, costs are reasonable, contract and procurement processes are appropriate, quantification of the debris is accurate, and the tracking of the debris to its final disposition is recorded and in compliance with all regulatory requirements.

Load Site Monitoring

The loading site monitors will perform on-site, street-level debris monitoring at all loading sites to verify debris eligibility based on contract requirements, and initiate debris removal documentation using load tickets. Loading site debris monitors' primary job is to maintain documentation of work performed at the point of debris collection.

Disposal Monitoring

The primary function of disposal monitoring is to document the disposal of disaster debris at approved TDMSs and final disposal or end-use locations. Monitors perform quality assurance/quality control checks on all load documentation and haul-out documentation to ensure that information captured by loading site monitors is complete. This process includes the following tasks:

- Inspection of truck placards for authenticity and signs of tampering
- Verification that placard information is documented properly
- Verification that all required fields on the load ticket have been completed

Disposal monitors will document the quantity of debris collected by making a judgment call on vehicle fullness (typically on a percentage basis). The percentage documented for each debris removal vehicle is later applied to the vehicle's calculated capacity to determine the amount of debris collected. Disposal monitors' responsibilities include the following:

- Completing and physically controlling load tickets
- Ensuring debris removal trucks are accurately credited for their loads
- Ensuring trucks are not artificially loaded
- Ensuring hazardous waste is not mixed in with loads
- Ensuring all debris is removed from the debris removal trucks before exiting the TDMS or final disposal site
- Ensuring only debris specified within the scope of work is collected

In addition to the responsibilities listed above, final disposal site monitors are also tasked with the following:

- Ensuring all debris is disposed at a properly permitted landfill.
- Matching landfill receipts and/or scale house records to haul-out documentation.

3.3.5 Use of Force Account Resources

Force account resources must be accurately documented during disaster response and recovery operations. If documented properly, force account labor and equipment can apply to the Cities' cost share for disaster-related reimbursement.

The pre-existing condition of equipment used for debris operations must be documented prior to use. In addition, all resources including staff, should be categorized using the NIMS typing Criteria, where possible. The NIMS Resource Typing Library identifies the following positions and job descriptions for debris operations:

- Debris Removal Team NIMS ID 7-508-1235
 - Manages debris collection
 - Transports debris
 - Separates debris
 - Reduces volume of debris
 - Disposes of debris

- Debris Operations Officer NIMS ID 7-509-1347
 - Oversees debris operations
- Debris Planning Officer NIMS ID 7-509-1348
 - Establishes the debris management plan for debris removal
- Debris Estimation Technical Specialist 7-509-1344
 - Evaluates and estimates types and quantities of disaster-generated debris
- Debris Training and Safety Officer NIMS ID 7-509-1349
 - Ensures that debris staff complete all required training and ensures on-site safety of debris staff

In the event the Cities do not have force account labor and equipment available for debris operations, they should procure external support from mutual aid, contracted resources or by requesting assistance from the OA.

3.3.6 Environmental Considerations and Other Regulatory Requirements

CalEPA provides guidance for local and state agencies to conduct disaster debris, waste and HAZMAT removal activities. The following sections describe best practices from CalEPA to address removal of HAZMAT, HHW and asbestos-containing materials (ACM), as well as air monitoring and sampling processes to be conducted at the disaster or incident, and debris management sites.

Health and Safety

- Ash may contain elevated levels of heavy metals and/or asbestos. During debris removal operations, an exclusion zone will be established around each site containing ash. All personnel entering this area will be required to wear level C protective attire.
- All on-site cleanup personnel entering the exclusion zone must be 40-hour HAZWOPER trained Under 29 CFR 1910.120, and California Code of Regulations (CCR) Title 8, Section 5192.
- A full-time health and safety officer will be assigned to debris projects. The health and safety officer should be a certified industrial hygienist (CIH). This responsibility may be provided by a contractor.

Depending on the task and activity, all cleanup contractors' working on-site must have the following certifications and licenses:

- State Contractor's License – Must include an asbestos certification component (if conducting ACM removal), and general engineering, demolition and hazardous substance certifications depending on the task performed
- Department of Occupational Safety & Health Asbestos Registration Number (If conducting ACM removal)
- Hazardous Waste Transporter Registration Number – Issued by California Department of Toxic Substances Control RCRA EPA ID Number – Issued by U.S. Environmental Protection Agency, Region 9
- U.S. Department of Transportation, Pipeline and Hazardous Materials Safety Administration – Hazardous Material Certificate of Registration
- California Highway Patrol – Hazardous Materials Transportation License
- U.S. Department of Transportation, Federal Motor Carrier Safety Administration – License

- U.S. Department of Transportation Identification Number
- California Department of Motor Vehicles – Motor carrier permit

See the Health and Safety Plan in **Attachment F** of this plan for additional health and safety guidelines for debris management operations.

HAZMAT and HHW

Prior to commencing debris removal activities, all areas must be cleared of HAZMAT, including the removal of easily identifiable (visible) gross asbestos, and radioactive and explosive materials.

Explosive material includes firearms and ammunition, black powder, blasting caps, some fireworks, and military ordinance. If explosive materials are identified on-site, they should be handled by trained personnel and removed immediately to ensure the safety of the public. If the Cities are unable to address explosive materials through their cleanup contract resources, they should use local law enforcement mutual aid to provide assistance.

Prior to the removal of HAZMAT and HHW, a California Division of Occupational Safety and Health (DOSH) Certified Asbestos Consultant (CAC) should assess and sample all residential and other affected sites to identify and remove gross asbestos. This is to ensure that any areas identified as containing gross asbestos material will not be disturbed by HAZMAT cleanup personnel. Any ACM that is not found on the ground due to natural forces may be subject to National Emission Standards for Hazardous Air Pollutants (NESHAP) requirements.

Once the removal of easily identifiable, gross asbestos has been completed, HAZMAT and HHW may be identified, segregated, classified, and properly removed from the site.

Initial hazmat assessment activities must include screening for radioactivity and ensuring that a flammable atmosphere does not exist. Typical HAZMAT includes HHW such as:

- Automotive/marine batteries
- Automotive oils and fuel
- Compressed gas cylinders
- Propane tanks
- Herbicides and pesticides
- Solvents
- Paint thinners and strippers
- Oil and latex-based paints
- Pool chemicals
- Polychlorinated biphenyls (typical in caulking, adhesives and other building materials in homes constructed/remodeled between 1950-1980)

Debris and Asbestos-Containing Material

If burn ash or building material on the ground is from structures completely destroyed by natural forces (as opposed to structures demolished in whole or in part by human activity), this material is not subject to the Asbestos NESHAP as it relates to the demolition and renovation, transport and disposal requirements.

If the building material and debris are not completely destroyed and require further demolition, it may be subject to the Asbestos NESHAP.

At a minimum, the following best management practices should be used for undertaking debris removal activities:

- California DOSH CAC will be utilized to assess the area or each residential or commercial property for easily identifiable and removable pieces of ACM. After assessing each property or area, the CAC will consult with a licensed asbestos removal contractor to identify the location and area of ACM to be removed.
- A Cal/OSHA registered Asbestos Removal Contractor will be responsible for overseeing the safe removal of ACM identified on-site by the CAC.
- All on-site personnel working to remove ACM must have received the necessary health and safety training for conducting asbestos removal activities pursuant to OSHA 1910.100, and CCR Title 8, Section 5192, and will be required to wear Level C PPE when working in the exclusion zone.
- As noted in Sub-Section a. Health and Safety (above), all on-site cleanup personnel must be 40-hour HAZWOPER trained Under 29 CFR 1910.120, and CCR Title 8, Section 5192.
- The affected disaster or incident area (commercial, residential, or rural properties) will be screened by a CAC to identify all gross ACM that can be easily removed from the ground or structure prior to debris removal activities.
- Request an asbestos consultation from the Bay Area Air Quality Management District (BAAQMD) for any structure that is not completely destroyed or for any structure with vermiculite insulation, for large — facility components or material that will be broken up upon movement, or for other asbestos issues as identified by the CAC. Note: Current field definition of “destroyed” means the structure does not have a roof or any load-bearing walls.
- During asbestos screening process, it is recommended that bulk samples be collected from 10 to 20 percent of the representative structures that have not been destroyed to determine the presence of ACM above NESHAP regulations, and to ensure residual building materials do not contain asbestos that may change the overall waste classification.
- All gross ACM that can be safely and easily removed from the site will be adequately wetted prior to being bagged or burrito wrapped to meet the NESHAP leak-tight requirement for removal. The easily identifiable gross ACM can be double-bagged and appropriately labeled as ACM. (At a minimum the plastic bags must be of at least 6-mil thickness, and the contents must remain wet.)
- If bulk loading of ACM is utilized, the bin or container used for transport (e.g., end-dump trailer or roll-off box) shall be double-lined with 10-mil poly in such a way that once loaded both layers can be sealed up independently.
- Conduct on-site and off-site air monitoring and sampling for asbestos and heavy metals during all ACM and debris removal operations to demonstrate the effectiveness of engineering controls to protect cleanup personnel and the surrounding community.
- Engineering controls must be utilized to maintain dust and fiber control during removal activities. A water fog must be used during debris handling, bulking/bagging, and waste loading operations. It is recommended that cleanup contractors will use fire grade firefighting nozzles with shut off valves for dust control. The fire nozzle shall have sufficient water

pressure to generate a high mist fog stream. The fire nozzle should have an adjustable flow rate, preferably 20 to 60 gallons per minute, and constructed of hard-coated aluminum with brass and stainless-steel internal components. Plastic nozzles should not be used. While the costs of metal firefighting nozzles are significantly more than plastic nozzles, metal nozzles are only able to generate a sufficient fog to control dust.

- All burn ash and debris must be sufficiently wetted 48 to 72 hours in advance of initiating removal of the material. The water shall be applied in a manner so not to generate significant runoff. Engineering controls for stormwater discharges must be in place prior to dust control operations.
- All waste material that is not loaded out at the end of each workday should be stockpiled, sufficiently wetted, and/or covered to prevent the off-site migration of contaminants.
- All waste haulers who observe loading operations outside of the vehicle cab, and/or covering (e.g., tarping) the trailer or container must wear Level C PPE.
- All approved landfill operators that may come in contact with the waste during off-loading operations should follow their facilities protocols for wearing PPE and respiratory protection.
- All ACM and debris removed from the property, site or area must be manifested and transported for disposal to a permitted treatment, storage, and disposal facility in good standing with local, state, and federal agencies.
- Cal/OSHA may require procedures for the receiving landfill facility to establish an appropriate site safety plan for the protection of the facility employees to potential ACM in the waste stream.
- Disposal facility emergency waivers, and suspension of regulations for disposing of wastes generated from a disaster or large-scale event, must be coordinated with the Local Enforcement Agency (LEA) and the Regional Water Quality Control Board.

Air Monitoring and Sampling

Air monitoring and sampling activities should be conducted in the exclusion zone (on-site) and along the perimeter of sites during debris removal activities, as well as during non-work hours to establish relevant background air pollution levels. Air quality management practices and engineering controls used during emergency debris removal should be in compliance with the Bay Area Air Quality Management District (BAAQMD) guidance which can be found at <https://www.baaqmd.gov/>.

On-site Air Monitoring

An on-site (industrial hygiene) air monitoring program must be in place at the immediate debris removal area to protect respiratory health. The following are required dust abatement and mitigation practices:

- Document on-site air monitoring activities in a site-specific Health and Safety Plan (HASP)
- All personnel entering the immediate removal area should be required to wear Level C PPE, as defined in CCR Title 8 Section 5192; this level of PPE may be downgraded based on results of industrial hygiene air sampling
- Sample/monitor for dust, heavy metals, and asbestos. Particulate matter monitoring shall be done by direct reading instruments for real-time analysis. Heavy metal sampling can be conducted via cartridge or filter analysis using National Institute for Occupational Safety and Health (NIOSH) Method 7300 (metal scan). Asbestos samples should be collected with

- a 50mm antistatic towel on a 25mm Mixed Cellulose Ester Filters (MCEF) cassette and analyzed by transmission electron microscopy (TEM) NIOSH Method 7402 (high volume)
- Collect at least one upwind and two downwind dust samples from the immediate debris removal area in a triangular configuration
- Personal air sampling collected in the breathing zone of site cleanup workers should be conducted for dust, heavy metals, and asbestos. Sampling can be representative rather than comprehensive so long as monitored personnel are representative of various on-site operators, laborers, and supervisors
- The on-site air monitoring program shall include steps to modify debris removal operations to reduce the potential for exposures above the NIOSH Recommended Exposure Limits. The Threshold Limit Values are published by the American Conference of Governmental Industrial Hygienists (ACGIH), or found in other protective occupational health guidance used in the site-specific HASP
- Assign a full-time safety officer to the removal operations, preferably a CIH.
- At the conclusion of the debris removal project, a summary of air monitoring activities and any resulting health and safety issues should be provided to the Project Manager or Operations Chief

Off-site Air Monitoring

No off-site migration and/or emission of dust or airborne contaminants are required during debris removal operations when appropriate dust mitigation controls are in place. However, a community-based air monitoring program may be established to monitor off-site migration of airborne contaminants, especially if adjacent neighborhoods are reoccupied.

Sampling or monitoring can also target sensitive population centers or locations such as schools and hospitals. While community monitoring is not required during disaster recovery efforts, increased community sensitivity following a disaster may justify a monitoring program. The following activities support off-site air monitoring:

- Coordinate any monitoring and sampling efforts with the Alameda County Environmental Health Departments and the BAAQMD. Additional state and federal resources are available if local resources are unavailable or exhausted. The favored approach is an interagency effort with either the BAAQMD or local health department as the lead agency.
- Develop a Sampling Plan and document community monitoring activities in a Community HASP.
- Monitoring may be for particulate matter alone or in combination with asbestos or other suspected contaminants. Particulate matter can serve as a proxy for the migration of other particulate-type airborne contaminants, but not gases and aerosols, which need separate monitoring.
- Direct read or near real-time dust measurement instrumentation such as a data ram is preferred and allows immediate feedback to removal operations and to impacted communities.
- If instituted, community monitoring should be conducted in both upwind and downwind locations relative to debris removal operations and/or the immediate impacted area.
- Occupational health recommendations cannot be used in determining risk to public health. Only public health guidance values can be used to interpret community monitoring data.

- Twenty-four-hour average particulate matter concentrations (PM2.5 or PM10) should be equal to or less than 35 µg/m³; 8-hr. averages should be equal to or less than 50 µg/m³; and, 3 hr. averages should be equal to or less than 88 µg/m.
- Additional information on community air quality monitoring is available at: https://www.epa.gov/sites/production/files/2015-09/documents/community_air_screening_how_to_manual.pdf

Storm Water Controls

Discharge of ash and other burn-related debris into storm drains or natural receiving waters represents a water quality risk. Sites, where debris and ash have been removed, are often graded and have soils prepared similar to those of construction projects. This increases the exposure of soils to wind, rain, and concentrated flows, which may cause erosion and adversely impact stormwater quality. The result can be high levels of suspended solids and other pollutants in runoff, which impacts surface waters.

Controls that stabilize disturbed soil and reduce sediment transport caused by erosion should be in place to prevent stormwater from entering a drain system, surface waters, or aquifers. Best management practices for stormwater controls may include the use of fiber rolls, silt fences, erosion control blankets, hydroseeding, soil binders, and other devices to reduce sediments.

Where possible existing vegetation should be preserved. Once debris removal has been completed, normal operation and maintenance of stormwater control measures are returned to the property owner or the local government.

Reduction of Disaster Debris by Burning

The California Health & Safety Code (HSC) 41800 prohibits individual persons from using fire to dispose of waste. This applies to individual property owners and tenants. HSC 41800 has rarely been waived by a Governor’s Proclamation of Emergency. However, the code does establish specific authority for any public officer, including the Governor, to set or permit fires for the following purposes:

- The prevention of a fire hazard which cannot be abated by any other means
- The instruction of public employees in the methods of fighting fire
- The instruction of employees in methods of fighting fire, when such fire is set, pursuant to permit, on property used for industrial purposes
- The setting of backfires necessary to save life or valuable property pursuant to Section 4426 of the Public Resources Code
- The abatement of fire hazards pursuant to Section 13055
- Disease or pest prevention, where there is an immediate need for and no reasonable alternative to burning
- The remediation of an oil spill pursuant to Section 8670.7 of the Government Code

Burning debris should be coordinated with the BAAQMD. Guidance for burning disaster debris can be found on the [CalOES Debris Management](#).

Historical Considerations

There are a number of historical properties in the Cities. These include the Green Store, the Original Murray School House, and Old St. Raymond’s Church in Dublin and the Alviso Adobe, English-Mohr House, Fallon House, Heathcote–Makenzie House, and the Kottinger Adobe Barn in Pleasanton. The Cities will ensure that California Environmental Quality Act (CEQA) guidelines are met regarding all historical properties. To view the current State Registry, go to www.ohp.parks.ca.gov/ListedResources.

FEMA is required to conduct a National Historic Preservation Act (NHPA) Section 106 review for any FEMA funded project that has the potential to affect historical properties. A Section 106 consultation consists of a 4-step consultation process:

1. FEMA initiates the Section 106 consultation process
2. Historic properties are identified and evaluated. FEMA will assess the significance of the properties and consult with the State Historic Preservation Officer (SHPO) or Tribal Historic Preservation Officer (THPO)
3. Adverse effects are assessed. FEMA will consult with the SHPO and THPO to determine if there will be any adverse effects to the properties. If there will be no adverse effects, the project may proceed.
4. Adverse effects are resolved. If there would be adverse effects, FEMA will consult with affected parties to determine ways to minimize the adverse effects on the properties

3.3.7 Populations with Disabilities and Other Access and Functional Needs

California Government Code, Section 8593.3 requires each county and city to integrate access and functional needs into emergency response plans. Government Code Section 8596.3 defines populations with access and functional needs to include individuals who may have additional needs before, during, and after an incident. Individuals who may need additional response assistance may include individuals with:

- Developmental or intellectual disabilities
- Physical disabilities
- Injuries
- Chronic conditions
- Limited or no English proficiency

Individuals needing additional response assistance may also include older adults, children, people living in institutionalized settings, low-income individuals, homeless individuals, and transportation disadvantaged individuals.

Debris management strategies will include actions to support access and functional needs individuals. This might include linking them with organizations to assist them in getting debris to the ROW, ensuring public information messages can be received and understood in various languages, and making sure they can access sidewalks and public transportation resources.

Debris Planning Considerations

Disasters create new physical barriers and eliminate and/or reduce services available to everyone. For people with access and functional needs, this may remove or reduce their ability to perform certain functions that were previously possible, limit their capacity to live independently, and/or navigate the available disaster response and recovery processes effectively. To the greatest extent possible, populations with disabilities and functional and access must be identified and prioritized during debris operations.

Public Information

Accurate, accessible information before, during, and after an emergency allows individuals with disabilities and access and functional needs better respond to disasters. The Cities will provide disaster preparedness, response and recovery information that is tailored to the individual City Communities. It will be delivered in multiple formats.

Emergency Roadway Clearance

During the emergency roadway clearance, debris is pushed out of the road onto the ROW. This allows emergency response vehicles to pass but it obstructs sidewalks. Public entities can coordinate with volunteer organizations to identify vulnerable populations and prioritize those areas for initial ROW debris removal. This will expedite removal from sidewalks and other critical pathways for individuals with mobility challenges.

ROW Collection

ROW collection can create challenges for individuals with disabilities and access and functional needs. Bringing debris to the ROW may adversely impact individuals with mobility challenges. Jurisdictions can coordinate with volunteer organizations active in disasters to identify potential vulnerable populations and coordinate services to assist with debris removal services.

3.4 Debris Disposal Locations and Debris Management Sites

Following a debris-generating incident, the Cities will need to identify land that can be used as TDMSs. **Attachment L** provides a form to use in assessing TDMSs.

The City of Pleasanton has a Transfer Station owned and operated by Pleasanton Garbage Service located at 3110 Busch Road. The City has a sole franchise agreement with Pleasanton Garbage. Per the franchise agreement, the approved solid waste disposal site is the Altamont Landfill owned and operated by Waste Management at 10840 Altamont Pass Road in Livermore. The approved facility for Construction and Demolition Debris Processing is the Transfer Station. The processing of this material is completed by a subsidiary of Pleasanton Garbage called Recycling and Resource Recovery Systems, LLC. The Franchise Agreement also stipulates the following Provision of Emergency Services in Section 6.15, Provision of Emergency Services:

Contractor shall provide emergency services at the City’s request in the event of major accidents, disruptions, or natural calamities in a manner consistent with the services and procedures identified in its contingency plan required in accordance with Section 5.9. Emergency services may include, but are not limited to assistance handling salvaged materials, processing, composting, or recycling materials, or disposing of solid waste following a major accident, disruption, or natural calamity.

Contractor shall be capable of providing emergency services within 24-hours of notification by the City or as soon thereafter as is reasonably practical in light of the circumstances. Emergency services, which exceed the Contractor’s obligations, shall be compensated in accordance with Section 8.4. If the Contractor cannot provide the requested emergency services, the City shall have the right to take possession of the Contractor’s equipment for the purposes of providing emergency services in accordance with Article 10.

Amador Valley Industries also utilizes the Busch Road Transfer Station for the City of Dublin. Per the City of Dublin’s franchise agreement, the approved solid waste disposal site is the Altamont Landfill owned and operated by Waste Management at 10840 Altamont Pass Road in Livermore. The approved facility for Construction and Demolition Debris Processing is the Transfer Station. The processing of this material is completed by Recycling and Resource Recovery Systems, LLC.

The Franchise Agreement also stipulates the following Provision of Emergency Services in Article 17, Emergency Service Provisions:

The clean-up from some events may require that Contractor hire additional equipment, employee additional personnel, or work existing personnel on overtime hours to clean debris resulting from the event. The Contractor shall receive additional compensation, above the normal compensation contained in this Agreement to cover the costs of rental equipment, additional personnel, overtime hours and other documented expenses based on the rates set forth in Exhibit 1 to this agreement provided the contractor has secured written authorization and approval from the City through the City representative.

3.4.1 Temporary Debris Management Site Criteria

An Emergency Waiver of Standards grants a landfill operator temporary relief from specific standards such as permitted capacity, throughput, and acreage. Existing operations may pursue such a waiver with the [local enforcement agency](#) for CalRecycle in accordance with the California Code of Regulations Title 14, Section 17210. The use of closed landfills and planned solid waste facilities will require permission from HCSA and appropriate local land use and other jurisdictional agencies.

3.4.2 Landfill and End Use Options Assessment

Disaster debris should be diverted from landfills to the greatest extent possible through reduction, recycling and reuse. Common recyclable materials that are a result of a debris-generating event include wood waste, metals, and concrete. The following are potential uses for each of these materials:

Wood Waste – Vegetative debris that is reduced through chipping or grinding results in leftover mulch. The remaining mulch can be used for agricultural purposes or fuel for industrial heating. For the mulch to be viable in agricultural purposes, the end user typically has a size requirement and quality requirements that the mulch be as clean as possible of plastics and dirt.

Metals – Metal debris such as white goods, aluminum screened porches, etc., that may result from a debris-generating event can be recycled. Certain metals, such as aluminum and copper, are highly valuable to scrap metal dealers.

Concrete – Concrete, asphalt, and other masonry products that may become debris as a result of a debris-generating event can be crushed and potentially used for road construction projects or as trench backfill.

In Alameda County, there are solid waste facilities that conduct composting operations, transfer/processing operations, waste tire, and disposal operations that can serve as landfill and end-use options for managing disaster debris. **Attachment I** provides a list of landfills and end-use facilities in the County.

The Cities will assess end-use options based on the disposal requirements for the debris scenario estimates listed in Section 1.4.2.

3.5 Special Debris Programs

When large-scale disaster events cause mass destruction and generate large quantities of debris over vast areas, debris on private property may sometimes pose health and safety threats to the public-at-large. If private property owners are not available because they have evacuated, the City may need to enter private property to remove debris considered to be an immediate threat to the lives, health, and safety of its residents. In such situations, Cal OES and FEMA are authorized to approve the provision of Public Assistance for the removal of debris from private property when it is considered to be in the public interest.

3.5.1 Private Property Debris Removal

Generally, private property debris removal is not eligible for funding under the Public Assistance Program because it does not typically present an immediate health and safety threat to the general public, and it is normally considered to be the responsibility of the individual property owner.

However, when large-scale or catastrophic disaster events cause mass destruction and generate large quantities of debris over vast areas, debris on private property may pose health and safety threats to the public at large. In such situations, FEMA may provide funding for debris removal from private property on a case-by-case basis. An applicant should submit a written request to FEMA through the State before beginning removal of debris from private property, if it intends to request reimbursement through the FEMA Public Assistance Program. See FEMA 325, Chapter 4, for additional information on private property debris removal.

The Cities should work with Public Assistance staff before beginning any debris removal from private property to ensure that all legal, environmental, historic, and scope-of-work considerations are addressed.

Debris removal from commercial property is generally not eligible for FEMA Public Assistance funding, because it is assumed and expected that these commercial enterprises retain insurance that covers debris removal. However, in some cases, as determined by FEMA, the removal of debris

from private commercial property by a State or local government may be eligible for reimbursement only when such removal is in the public interest.

To receive Public Assistance reimbursement for private property debris removal, an applicant at a minimum must provide FEMA with a right-of-entry agreement including a hold-harmless agreement and indemnification applicable to the project scope of work, photos documenting the condition of the property, a private property debris removal assessment establishing the scope of work, and documentation of an environmental and historic review, if appropriate.

State and local governments must take reasonable steps to prevent a duplication of benefits and to verify that insurance coverage or any other source of funding does not exist for private property debris removal. When the debris removal is covered by insurance, insurance proceeds must be used as the first source of funding. Cal OES requires that local governments check homeowner insurance policies to determine coverage and to collect insurance proceeds to return to FEMA and the state. Cal OES also strongly suggests that right-of-entry documents include an explicit requirement that the property owner forward insurance proceeds to the applicant agency.

If private property debris removal is authorized and considered for the Cities, the following documentation will be required by the state and FEMA:

- **Right-of-Entry (ROE) and Hold Harmless Agreements (HHA)** – The City executes signed ROE and HHA documents with private property owners holding the federal government harmless from any damages caused to private property. A sample ROE/HHA agreement is in **Attachment M**
- The jurisdiction may execute ROE and HHA forms prior to a disaster under the condition that the ROE and HHA forms do not reference a particular incident or disaster number. The sample ROE/HHA includes a stipulation that the property owner will report any insurance settlements paid to the property owner for debris removal to the jurisdiction, if the property had debris removed at government expense. This will aid the Cities in recouping costs of debris removal from private property
- **Photos** – Photograph conditions of private property before debris removal and after completion of debris removal should be made to protect the interest of the Cities. The photos will support verification of the address of and scope of work on the property.
- **Private property debris removal assessment** – The assessment will be a property-specific form to establish the scope of eligible work on the property. The assessment can be in the form of a map or work order, provided the scope of work can be clearly identified.
- **Documentation of environmental and historical review** – Debris removal efforts on private property must comply with all review requirements under the California Environmental Quality Act (CEQA), and 44 CFR (specifically parts 9, Floodplain Management and Protection of Wetlands, and 10, Environmental Considerations).

3.5.2 Hazardous Trees

Determining removal of hazardous trees and stumps is challenging. FEMA has established criteria to assist in making these determinations, using objective information that can be collected in the field. The following procedures align with the FEMA Public Assistance Program eligibility

requirements for potential state and/or federal reimbursement. More detail on stumps is provided in **Attachment K**, Hazardous Stump Removal Procedures.

Trees

Removing hazardous trees may be eligible for FEMA Public Assistance grant funding. A tree is considered hazardous if its condition was caused by the disaster; it is an immediate threat to lives, public health and safety, or improved property, it has a diameter breast height of six inches or greater and one or more of the following criteria are met:

- Has a split trunk
- Has a broken canopy
- Is leaning at an angle greater than 30 degrees

Trees determined to be hazardous and that have less than 50 percent of the root-ball exposed should be cut flush at the ground level. Grinding of the resulting stump after the tree has been cut flush at the ground level is not eligible work. The cut portion of the tree is included with regular vegetative debris. The Cities should make an effort to cut the tree trunk as close to the ground as possible.

The eligible scope of work for a hazardous tree may include removing the leaning portion and cutting the stump at ground level. An example of an ineligible costing method for such work would be removing the tree and stump for two separate unit costs.

The FEMA Public Assistance Program may reimburse straightening and bracing if they are less costly than removal and disposal. Straightening and bracing are emergency protective measures if they eliminate an immediate threat to lives, public health and safety, or improved property. If the Cities choose to straighten and brace a tree in lieu of removal, the tree would not be eligible for removal if it dies.

Hazardous Limb Removal

Removing hanging limbs may be eligible for Public Assistance grant assistance. Limbs must be:

- The limbs or branches extend over the public ROW
- The limbs or branches pose an immediate threat
- Greater than two inches in diameter at the point of breakage
- The Applicant removes the hazard from the public ROW (without entering private property)

Only the minimum amount of work necessary to remove the hazard is eligible. Pruning, maintenance trimming, and landscaping are not eligible. Work should be executed in an efficient manner. For example, all hazardous limbs in a tree should be cut at the same time, not in passes for particular sizes. Work to remove hanging limbs from a tree that has been determined to be a hazard and is scheduled for removal is not eligible. If this work is contracted out, it is typically done on a per tree basis.

An eligible scope of work may be to cut the branch at the closest main branch junction. Removing the entire branch back to the trunk may not be eligible.

If the canopy of a tree located on private property extends over a public ROW such as a sidewalk, removal of hazardous limbs on the tree that extend over the public ROW and meet the above criteria may be eligible. Limbs on the tree that do not extend over the public ROW are not eligible.

- Documentation required for Public Assistance grant consideration:
- Describe the immediate threat, e.g., photos of hanging limbs or leaning trees;
- Clearly define the scope of work to remove the immediate threat;
- Specify the improved public property location by recording the nearest building address and/or GPS location; and
- Denote date, labor (force account or contract), and equipment used to perform the work.

Hazardous Tree Stumps

A stump may be determined to be hazardous and eligible for Public Assistance grant funding as a per-unit cost for stump removal if it meets all of the following criteria:

- It has 50 percent or more of the root-ball exposed (less than 50 percent of the root-ball exposed should be flush cut)
- It is greater than 2 feet in diameter, as measured 2 feet above the ground
- It is on improved public property or a public ROW
- It poses an immediate threat to life, and public health and safety

If an uprooted stump must be removed prior to state and/or federal approval, the public entity must submit the following information for Public Assistance grant consideration:

- Photographs and GPS coordinates that establish the location on public property
- Specifics of the threat
- Diameter of the stump 24 inches from the ground
- Quantity of material needed to fill the resultant hole

The state and/or FEMA may reimburse the reasonable cost to remove, transport, dispose of, and fill the hole from a stump of more than 2 feet in diameter if:

- The City and State agree the tree or stump is hazardous according to the above definition
- Generally, if the removal was approved in advance A Hazardous Stump Worksheet is completed and submitted for FEMA approval. A copy of the Hazardous Stump Worksheet may be found in **Attachment K** of this plan.

In some instances, grinding of an uprooted stump and filling the resulting cavity may cost less than a complete extraction. In these cases, the City should present the cost comparison documentation to the State and/or FEMA for consideration; however, the stump must have already been determined eligible for removal according to the above criteria.

Stumps measuring 2 feet in diameter or less do not require special equipment for removal; therefore, reimbursement will be based on the reasonable unit cost per cubic yard (CY), using the Stump Conversion Table found in **Attachment K**. The unit price for stump removal includes the extraction, transport, and disposal of the stump as well as filling the cavity that remains.

FEMA will reimburse the City at the unit cost rate (usually CYs) for normal debris removal for all stumps, regardless of size, placed on the public rights-of-way by others, i.e., contractors did not extract them from public property or property of eligible private nonprofit organizations. In such instances, public entities do not incur additional costs to remove these stumps; the same equipment used to pick up vegetative debris can be used to pick up these stumps.

See the [FEMA Public Assistance Debris Management Guide](#) for more information on hazardous stumps.

3.5.3 Human Remains

The California Office of Emergency Services DDMP provides a detailed approach regarding the management of human remains. The following section mirrors the guidance provided in the State’s plan and provides the responsibility of jurisdictions regarding recovery and disposition of human remains.

During catastrophic disasters, many individuals are unaccounted for and may be trapped in rubble. Human remains should be recovered at the incident site to the maximum extent possible. However, remains are sometimes discovered during debris management operations at the collection, reduction, or final disposal sites.

There is no direct risk of contagion or infectious disease from being near human remains for people who are not directly involved in recovery or other efforts that require the handling of dead bodies. If human remains are discovered during debris operations, the field supervisor should contact law enforcement officials by calling 9-1-1 to report the situation. Law enforcement will conduct an investigation and coordinate removal with the Alameda County Sheriffs/Coroner’s Office.

Human remains do present health hazards if directly contacted. Do not handle or move the body. Obstruct the view of the body from the public and employees, if possible and wait for emergency services to arrive.

3.5.4 Crime Scene Debris

The California Office of Emergency Services DDMP provides a detailed approach to debris removal from a crime scene. The following section mirrors the guidance provided in the State’s plan and highlights the responsibility of jurisdictions regarding the recovery and disposition of human remains.

Public and Responder Safety

Public safety and responder safety are prioritized before securing or collecting evidence. If debris poses an immediate threat to public or responder safety, mitigate the threat and then implement measures to manage evidence.

Weapons of Mass Destruction/Acts of Terrorism

Following a weapons-of-mass destruction (WMD) or terrorism incident, the lead law enforcement agency will likely assume the role of incident command. Typically, debris operations will run concurrently with rescue and recovery operations. Investigation of the debris and evidence collection will need to happen as quickly as possible. This type of incident will have many complex and

competing priorities beyond debris operations. The Incident Commander is responsible for managing these priorities and determining the response and recovery objectives. Debris management will be conducted as directed by the Incident Commander.

Debris operations for a WMD/terrorism incident will be much different than disaster debris management for a natural disaster. Law enforcement agencies will have a much larger role in debris operations from a WMD/terrorism incident. Debris is considered evidence until the lead law enforcement agency has declared it clear of evidentiary possibilities. As such, debris must be securely handled, monitored, transported, and processed.

Securing Debris as Evidence

Typically, local law enforcement agency responsibilities will include establishing and securing a perimeter, controlling access to the site, escorting transported debris and assisting in the collection, preservation, and documentation of evidence. The Federal Bureau of Investigation (FBI) may engage the services of internal response assets to assist in evidence collection and management including laboratory analysis of evidence collected from the debris.

Managing the Integrity of the Crime Scene

Initial site security is initiated by the local response. A perimeter is established in the course of protecting the public and giving adequate space for response workers, equipment, and vehicles. This original perimeter will be maintained or possibly expanded by local law enforcement with regard to protecting the outer limits of the crime scene. Planning must begin early to strengthen this perimeter with physically durable materials such as chain link or other fencing.

Perimeter Establishment and Enforcement

For a crime scene of this magnitude, an inner and outer perimeter must be established and secured by local law enforcement agencies. Some initial sites may have adequate space to allow for evidence (debris) processing sites within the inner perimeter. In most cases, this is not possible, and arrangements must be made to transport evidence (debris) to an off-site location for processing. In this event, both inner and outer perimeters must also be established for any remote work sites associated with evidence processing and recovery.

Inner Perimeter Security Requirements:

- Identify a Site Safety Officer on-scene
- Develop a site-specific HASP
- Ensure all responders, including debris management personnel, are wearing appropriate PPE at all times
- Establish a control point for logging name, date, time of entry, and vehicle
- Establish an accountability system for inner perimeter responder safety

Site Access and Credentialing:

- Establish appropriate resources to provide for on-scene credentialing for all personnel
- Establish a credentialing point outside of the outer perimeter
- Ensure debris personnel have appropriate badging and credentials prior to arrival at the

incident site

- Establish secure points of ingress and egress for debris haulers and other vehicles.

Evidence Collection and Preservation:

- Establish a process for chain of command of debris including:
 - Removal from site
 - Transport
 - Arrival at site for processing
 - Transport to disposal
 - Arrival at disposal site
- Documentation of debris chain of command must include:
 - Name of equipment
 - Name of equipment operator
 - Date, time, and work zone
- Debris that is transported should be accompanied by or monitored by a law enforcement officer until it has arrived to a remote secure site
- Establish a receiving point to secure large quantities and varying sizes of debris such as an off-site warehouse or storage containers that can be secure by law enforcement continuously

3.5.5 Wildland Fires and Drought

The Cities are susceptible to the impacts of severe drought and wildland fires. Prolonged periods of drought can affect water availability and quality and increase fire potential for natural fuels. These affects combined with high winds increase the risk of wildland fire. While fires leave less debris than other types of disasters, they still generate waste including:

- Destroyed homes
- Burned cars and other metal objects
- Ash and charred wood waste
- Hazardous trees

There are strategies contained in the Cities’ LHMPs and General Plan Safety Element to mitigate the impact of drought and wildland fires including:

- Implement xeriscape and public education programs to conserve water
- Conduct wildfire training for response and recovery staff.
- Develop a wildland urban interface plan
- Educate homeowners on the importance of water conservation and the effects of wildfires
- Create defensible space around structures through the removal of flammable vegetation
- Use non-combustible building envelope assemblies, ignition resistant materials, and proper retrofit techniques of new and existing structures.
- Reduce hazardous fuels by vegetation management, vegetation thinning, or reduction of flammable materials to protect life and property beyond defensible space parameters but proximate to at-risk structures

A specific Health and Safety Plan (HASP) should be developed, and daily health and safety briefings should be conducted when conducting debris operations following a fire.

3.5.6 Abatement and Demolition

Demolition of disaster-damaged structures, both public and private, meeting the general eligibility criteria for debris removal may be eligible as emergency work; however, insurance may cover some or all of the cost. FEMA reviews an applicant’s insurance policies before approving funding. The below criteria apply:

- To ensure Public Assistance funding approval for demolition, an applicant should include Cal OES and FEMA in the decision-making process.
- Eligible activities include, but are not limited to, demolition of the superstructure, filling in of open below-grade structures (basements, swimming pools), capping wells, and pumping and capping septic tanks.
- Ineligible work associated with demolition includes the removal of slabs, foundations, and driveways.
- Structures condemned as safety hazards before the event are not eligible for demolition.
- When demolition is covered by insurance, insurance proceeds must be used as the first source of funding.
- Emergency protective measures to stabilize the facility or to restrict access (fencing) may be sufficient to relieve an immediate threat and may be more cost-effective than demolition and reconstruction. FEMA generally funds the most cost-effective option to eliminate the threat.
- An applicant may be reimbursed under the Public Assistance Program for demolition of privately owned structures only if the same conditions as discussed above are met with respect to demonstrating legal responsibility. Further, a legally authorized official must order demolition of the unsafe structure. Documentation similar to that described above will be required by FEMA before approval of funding. See FEMA 325 Chapter 4 for details of private property debris removal at <https://www.fema.gov/pdf/government/grant/pa/demagde.pdf>.

Demolition of commercial structures is generally not eligible under the Public Assistance Program, unless necessary to expedite the restoration of the economic viability of the affected community.

Abatement of Abandoned Structures

Chapter 7.52 of the Dublin General Code and Chapter 20.32 of the Pleasanton General Code provide authority for the abatement of hazardous structures. This includes hazardous, abandoned structures that may be demolished by the Cities. Cost of demolition shall be passed to the structure owner for recoupment. If insurance and other funding for recoupment is insufficient to cover demolition costs, the Cities may request funding from FEMA through the Public Assistance program.

3.5.7 Mobile Home Park Procedures

To remove debris from mobile home parks, the Cities will need to obtain permission from the park property owner to enter the mobile home park itself and from each mobile homeowner. Upon receiving permission, City general code applies for determining the need for abatement. FEMA Public Assistance programs apply for eligibility under the Public Assistance Program.

4. Contracted Services

City staff may find it necessary to contract for debris removal services if the magnitude of the disaster is beyond the capabilities of its force account resources, state resources, mutual aid agreements, and volunteer labor. Possible contracted services include:

- Collection, including clearance during the response phase
- Reduction or recycling
- Hazardous waste handling, processing, and disposal
- Hauling to final disposition
- DMS activities
- Demolition
- Monitoring
- Environmental studies
- Project management

The Cities may enter into any contractual arrangements they wish. However, it should be noted that FEMA is not bound to applicant contractual obligations because it is not a party to those contracts. The Cities should coordinate with Cal OES staff and FEMA to ensure compliance with the provisions of the Public Assistance Program, as well as other applicable statutes and regulations

The Cities responsible for payment of all contracted services regardless of whether such services are eligible for Public Assistance grant funding. Additional information on developing contracts that comply with Public Assistance Program requirements is provided in, [FEMA RP9580.201, Fact Sheet: Debris Removal](#)

4.1 Emergency Contracting/Procurement Procedures

Applicants have been denied or lost Public Assistance Program funding when procurement procedures were overlooked in the interest of time. There are methods by which the Cities can expedite the procurement process without jeopardizing potential funding. The Cities may use one or more of the following methods.

- **Pre-qualified contractors** – FEMA strongly encourages applicants to pre-qualify debris removal contractors prior to an event and solicit bid prices from this list of contractors once an event has occurred to ensure competitive bidding and obtain reasonable market prices at the time of work performed. The solicitation for pre-qualifying contractors should adequately define in the proposed scope of work all potential debris types, anticipated haul distances, and size of events for which a contract may be activated.

Typically, contractors must meet minimum requirements, such as insurance, bonding, and licensing, prior to being awarded a contract by an applicant. Applicants may advertise a Request for Qualifications (RFQ) for contractors to establish their company as a credible

candidate for a contract award. The pre-qualified contractors on the list are invited to bid on a contract. The pre-qualified contractors can then focus on developing costs rather than assembling documentation in order to qualify for bidding.

- **Pre-event contracts** – The applicant may choose to solicit bids and award contracts in non-disaster times. This allows time for a deliberate procurement process and gives applicants flexibility in mobilizing the appropriate resources in anticipation of an event.

The Cities may expedite procurement procedures for purpose of public exigency; **this does not mean that competitive proposals are not required.**

4.2 General Contract Provisions

The following important points should be considered during the acquisition and oversight of debris removal and disposal contracts:

- All contracts should have a well-defined scope of work, specified costs, basis of payment, and performance schedule
- Contracts must be competitively bid
- Long-term contracts should be written on a unit price basis
- Complete and accurate records of contractor activities should be kept by the applicant and are essential for receipt of federal fund
- Contractor activities must be monitored by trained and knowledgeable applicant representatives
- Time and materials (T&M) contracts are typically only allowed for the first 70 hours of response. After that point, the contracts must be competitively re-bid on a unit price basis.
- Unit price contracts are based on weights or volume of debris hauled and should be used when the scope of work is not well defined
- Lump-sum contracts are allowed but should be used only when the scope of work is clearly defined. An example of clearly defined work would be removal and disposal of an existing wood chip pile at a processing site
- Cost plus percentage of cost contracts are not allowed
- FEMA does not certify or approve contracts or contractors

4.3 Contract Terms and Conditions

The Cities should work closely with the Cal OES and FEMA when awarding such contracts to ensure eligibility requirements are met. Typical terms and conditions that apply are:

- Payment will be made only for debris that FEMA determines eligible. (This is an optional provision to protect the applicant.)
- Contractors must submit invoices regularly and for no more than 30-day periods
- A “Termination for Convenience” clause allowing contract termination at any time for any reason
- A time limit on the period of performance for the work to be done

- A subcontract plan including a clear description of the percentage of the work the contractor may subcontract out and a list of subcontractors the contractor plans to use
- A requirement that the contractor use mechanical equipment to load and reasonably compact debris into the trucks and trailers
- A requirement that the contractor provide a safe working environment
- A requirement that all contract amendments and modifications will be in writing
- A requirement that contractors must obtain adequate payment and performance bonds and insurance coverage.

Cost Analysis

Pursuant to 44 CFR § 13.36, Procurement, Public Assistance applicants must complete a cost analysis for any contract or contract modification where price competition is lacking. Failure to complete a cost analysis may jeopardize Public Assistance grant funding. Upon request, FEMA will provide guidance as necessary in the cost analysis process. Such a review does not constitute approval when determining the eligibility of reimbursement costs under FEMA’s Public Assistance Program.

Debris Monitoring Contracts

The Cities must monitor all debris removal operations and document all eligible debris removal expenses as a condition of receiving Public Assistance funding. The Cities may use contractors to monitor their debris removal operations. The Cities should consider the following when procuring debris monitoring contracts:

- Debris monitoring contracts must be competitively procured as required by 44 CFR § 13.36, Procurement
- Debris monitors should not be employed by or affiliated with the debris removal contractor
- Debris monitoring contracts are typically time and materials contracts and must contain a not-to-exceed clause
- The contract should include a requirement that the contractor provide a safe working environment, including properly constructed monitoring towers
- Use of a load ticket system to record with specificity (e.g., street address, GPS coordinates) where debris is collected and the amount picked up, hauled, reduced, and disposed of
- Debris monitors should be trained and possess skills adequate to fulfill the duties of the job.
- Labor rates should be commensurate with the skill level required by the job function.
- Professional engineers and qualifications are not required to perform monitoring duties
- The contractor should demonstrate that its staff is familiar with FEMA debris removal eligibility criteria

Contracting Avoidance Checklist:

- DO NOT: Award a debris removal or debris monitoring contract on a sole-source basis
- DO NOT: Sign a contract (including one provided by a contractor) until your legal representative has thoroughly reviewed it
- DO NOT: Allow any contractor to make eligibility determinations; only FEMA has authority to make final eligibility determinations

- ❑ DO NOT: Accept any contractor's claim that it is "FEMA certified." FEMA does not certify, credential, or recommend debris contractors
- ❑ DO NOT: Award a contract to develop and manage debris management sites, unless the debris sites are part of your approved debris management plan or you contact Cal OES or FEMA for technical assistance concerning the need for such an operation. Temporary Debris Management Sites are not always necessary
- ❑ DO NOT: Allow separate line-item payment for stumps 24 inches and smaller in diameter; you should treat these stumps as normal debris
- ❑ DO NOT: "Piggyback" or utilize a contract awarded by another entity. "Piggybacking" may be legal under applicable state law; however, the use of such a contract may jeopardize FEMA funding because these contracts do not meet requirements for competition established in 44 CFR § 13.36. If an applicant requests reimbursement for costs it incurred from a piggyback contract, FEMA will determine the reasonable cost for the performance of eligible work
- ❑ DO NOT: Award pre-disaster/standby contracts with mobilization costs or unit costs that are significantly higher than what they would be if the contract were awarded post-disaster. Such contracts should have variable mobilization costs depending upon the size of the debris work that may be encountered
- ❑ DO NOT: Allow for markups due to errors in volume calculations
- ❑ DO NOT: Allow for miscellaneous items, or for contract contingencies of any kind, including "unknowns."

5. Finance, Administration and Logistics

Successful debris management operations include supporting cost recovery processes. All City departments and agencies will maintain records of personnel, equipment, and material resources used to comply with this plan. Such documentation will then be used to support reimbursement from state or federal assistance programs. **Attachment H** of this plan contains the forms needed to track use of equipment and employee time during debris operations.

5.1 Funding

The federal government provides several assistance programs through various agencies to support debris operations. However, these programs have extensive documentation requirements that must be adhered to. Additionally, the policy guidance for these assistance programs changes and adapts with lessons learned from each disaster across the United States. It will be important for the Cities to maintain awareness of current federal assistance program guidance and regulations related to disaster debris federal funding programs.

5.1.1 State Funding Sources for Disaster Debris Operations

The State provides funding for debris operations that may be available when federal funds are not due to the lack of a Stafford Act Disaster Declaration. These include:

California Disaster Assistance Act: (CDAA)

The State can provide assistance through the CDAA. The CDAA was created to assist the State manage regulatory and administrative issues related to disasters. The CDAA governs the eligibility rules for disaster debris removal within the State. The CDAA provides regulatory guidance for three components of disaster finance and administration, emergency work, emergency protective measures, and debris removal.

California Disaster Assistance Act Eligibility Rules

- CDAA, Section 2920 – Emergency Work. Emergency work to saves lives, protect public health and safety and to protect property in an area proclaimed to be in a state of emergency.
- CDAA, Section 2930 – Emergency Protective Measures. Actions taken to remove and/or reduce immediate threats to public property, or to private property when in the public interest.
- CDAA, Section 2925 – Debris Removal. General eligibility:
 - Debris removal from publicly and privately-owned lands and waters, undertaken in response to a state of emergency proclamation by the Governor is eligible for State financial assistance; and;
 - For purposes of this program, the removal of debris from private property shall be reimbursed only when there is an immediate threat to public health and safety. In a case where reimbursement for debris removal from private property is authorized by the director, the following requirements shall apply, unless waived in part or full by the director:
 - The property owner must remove all disaster-related debris from the property to the

- Create incentives for applicants to complete projects in a timely and cost-effective manner

The law authorizes several significant changes to the way FEMA may deliver disaster assistance under a variety of programs. This includes the following procedures:

- FEMA PA Program alternative procedures
 - Permanent work alternative procedures
 - Debris removal work alternative procedures
- Hazard mitigation
- Dispute resolution
- Federal assistance to individuals and households
- Unified federal review
- Small project threshold review
- Essential assistance
- Individual assistance factors
- Recommendations for reducing costs of future disasters

Applicants are responsible for understanding the eligibility requirements and provisions of the Stafford Act and the SRIA. FEMA will make every effort to provide reliable information through field personnel following a disaster. However, it is ultimately the Cities who will be accountable for the accuracy of documentation. Local officials and local managers implementing federal programs must fully understand all applicable local, state, and federal laws and regulations related to disaster assistance programs. The consequence of non-compliance with these provisions is fraud and can result in the following:

- Temporarily withhold payment or take more severe enforcement action
- Disallowance of all or part of the cost of the activity or action not in compliance
- Wholly or partly suspending or terminating the applicant’s current award
- Withholding future awards
- Taking other remedies that may be legally available

The following provides an overview of the FEMA PA Program process with a flow chart at the end of the section.

Program Process Overview:

Preliminary Damage Assessment

The preliminary damage assessment (PDA) is a joint assessment used to determine the magnitude and impact of an event’s damage. A team of representatives from FEMA, the State and the local jurisdiction will visit local sites and view the damage first-hand to assess the scope of damage and estimate repair costs. The State uses the results of the PDA to determine if the situation is beyond the combined capabilities of the State and local resources and to verify the need for supplemental federal assistance. The PDA also identifies any unmet needs that may require immediate attention. The City will develop a list of projects and set up files for each location of damage, separating Category A (Debris Removal) from Category E (Buildings and Equipment) projects.

Governor's Request

The Stafford Act requires that: "All requests for a declaration by the President that a major disaster exists shall be made by the Governor of the affected State."

The Governor's request is made through the regional FEMA office. State and federal officials conduct a PDA to estimate the extent of the disaster and its impact on individuals and public facilities. This information is included in the Governor's request to show that the disaster is of such severity and magnitude that effective response is beyond the capabilities of the State and the local governments and that federal assistance is necessary. Normally, the PDA is completed prior to the submission of the Governor's request. However, when an obviously severe or catastrophic event occurs, the Governor's request may be submitted prior to the PDA. Nonetheless, the Governor must still make the request.

As part of the request, the Governor must take appropriate action under State law and direct execution of the State's emergency plan. The Governor will provide the following information:

- Information on the nature and amount of State and local resources that have been or will be committed to alleviating the results of the disaster.
- An estimate of the amount and severity of damage and the impact on the private and public sector.
- An estimate of the type and amount of assistance needed under the Stafford Act.

In addition, the Governor will need to certify that, for the current disaster, State and local government obligations and expenditures (of which State commitments must be a significant proportion) will comply with all applicable cost-sharing requirements.

Disaster Declaration and Initiation of Federal Programs

Based on the Governor's request, the President may declare that a major disaster or emergency exists, thus activating an array of federal programs to assist in the response and recovery effort. Not all programs, however, are activated for every disaster. The determination of which programs are activated is based on the needs found during damage assessment and any subsequent information that may be discovered.

Some declarations will provide only FEMA Individual Assistance or only FEMA PA Program hazard mitigation opportunities are assessed in most situations.

Applicants' Briefing

The Applicants' Briefing is a meeting conducted by the State to inform prospective applicants of available assistance and eligibility requirements for obtaining federal assistance under the declared event. The meeting is held as soon as practicable following the President's declaration. Attendance is required to receive FEMA PA Program funding.

During the briefing, the State will present the incident period and a description of the declared event. Application procedures, work, and cost eligibility will be reviewed, and the project formulation process will be introduced. The State will also discuss funding options, record keeping and documentation requirements, and special consideration issues.

Typically, applicants will prepare and submit their Requests for FEMA PA form during the briefing.

Request for FEMA PA

The Request for FEMA PA is FEMA's official application form that public and PNP organizations use to apply for disaster assistance. It is a simple, short form with self-contained instructions. "The Request" (FEMA Form 90-49) asks for general information which identifies the applicant, starts the grant process, and opens the Case Management File, which contains general claim information as well as records of meetings, conversations, phone messages and any special issues or concerns that may affect funding. The application includes the City Manager's signature agreeing to project assurances, a list of projects with estimates, and a resolution granting the City Manager the authority to sign the application.

The request must be submitted to the regional administrator within 30 days after designation of the area where the damage occurred. The form may be delivered in person at the Applicants' Briefing, sent by mail, or faxed.

Kickoff Meeting

The first meeting between the applicant, the State Public Assistance Coordinator (PAC) and State Applicant Liaison is called the kickoff meeting. A kickoff meeting is held with each applicant to assess the applicant's individual needs, discuss disaster-related damage, and set forth a plan of action for repair of the applicant's facilities. The liaison will provide the State specific details on documentation and reporting requirements. Both the PAC and Liaison help in identifying special considerations.

Project Formulation and Cost Estimating

Project formulation is the process of documenting the damage to a facility, identifying the eligible scope of work, and estimating the costs associated with that scope of work for each of the applicant's projects.

Project formulation allows applicants to administratively consolidate multiple work items into single projects in order to expedite approval and funding, and to facilitate project management. A project is a logical method of performing work required as a result of the declared event. More than one damage site may be included in a project.

Project information is collected in a form called a Project Worksheet (PW), which is used to document the disaster damage and develop the scope of work for repair.

Project Review and Validation

The purpose of validation is to confirm the eligibility, compliance, accuracy, and reasonableness of small projects formulated by an applicant, and to ensure that the applicant receives the maximum amount of assistance available under the law.

The validation process reviews approximately 20% of the small projects formulated by the applicant. This 20% sampling applies to all small projects, including emergency work, permanent work, and small projects with special considerations. All aspects of the projects are reviewed including the sites, estimating methods, and documentation related to the project.

The process of approval, as outlined above, begins with the PAC's review of PWs for completeness. Once the PWs are reviewed and processed through validation and special considerations review as appropriate, the PWs are ready for approval and funding.

The PAC has the authority to approve projects up to \$100,000. Therefore, any project below this threshold will be approved by the PAC and forwarded for funding. Projects over this threshold will be forwarded by the PAC to the FEMA Public Assistance Officer (PAO) with a recommendation for approval. Once the PAO has approved the PW, it will then be forwarded for funding.

Obligation of Federal Funds and Disbursement to Subgrantees

FEMA and the grantee share responsibility for making FEMA PA Program funds available to the subgrantees. FEMA is responsible for approving projects and making the federal share of the approved amount available to the grantee through a process called obligation.

Through obligation, FEMA notifies the grantee that the federal funds are available but reside in a federal account until the grantee is ready to award grants to the appropriate subgrantees. The grantee is responsible for providing the grantee portion of the non-federal share of the grant amount and for notifying the subgrantee that funds are available.

Payment for small projects is made on the basis of the estimate prepared at the time of project approval. The grantee is required to make payment of the federal share to the subgrantee as soon as practicable after FEMA has obligated the funds.

Large projects are funded on documented actual costs. Because of the nature of most large projects, work typically is not complete at the time of project approval; therefore, FEMA will obligate grants based on an estimated cost. Such monies may not be immediately drawn down by the grantee. Instead, progress payments are made to the applicant as actual costs are documented.

Upon completion of a large project, an applicant must submit documentation to account for all incurred costs to the grantee. The grantee is responsible for ensuring that all incurred costs are associated with the approved scope of work and for certifying that work has been completed in accordance with FEMA standards and policies. The grantee then submits documentation of project costs to FEMA for review. FEMA may conduct a final inspection as part of this review. Once the review is complete, FEMA determines whether funds should be obligated or de-obligated for the project.

Appeals and Close-out

The appeals process is the opportunity for applicants to request the reconsideration of decisions regarding the provision of assistance. There are two levels of appeal. The first level appeal is to the FEMA Regional Director. The second level appeal is to the Assistant Director at FEMA Headquarters. The applicant must file an appeal with the grantee within 60 days of receipt of a notice of the action that is being appealed. The applicant must provide documentation to support the appeal. This documentation should explain why the applicant believes the original determination is wrong and the amount of adjustment being requested.

The purpose of close-out is to certify that all recovery work has been completed, appeals have been

resolved, and all eligible costs have been reimbursed. Close-out is an important last step in the FEMA PA Program process. This step can take months or years to complete. It is important to keep well-organized records and documentation throughout the close-out process.

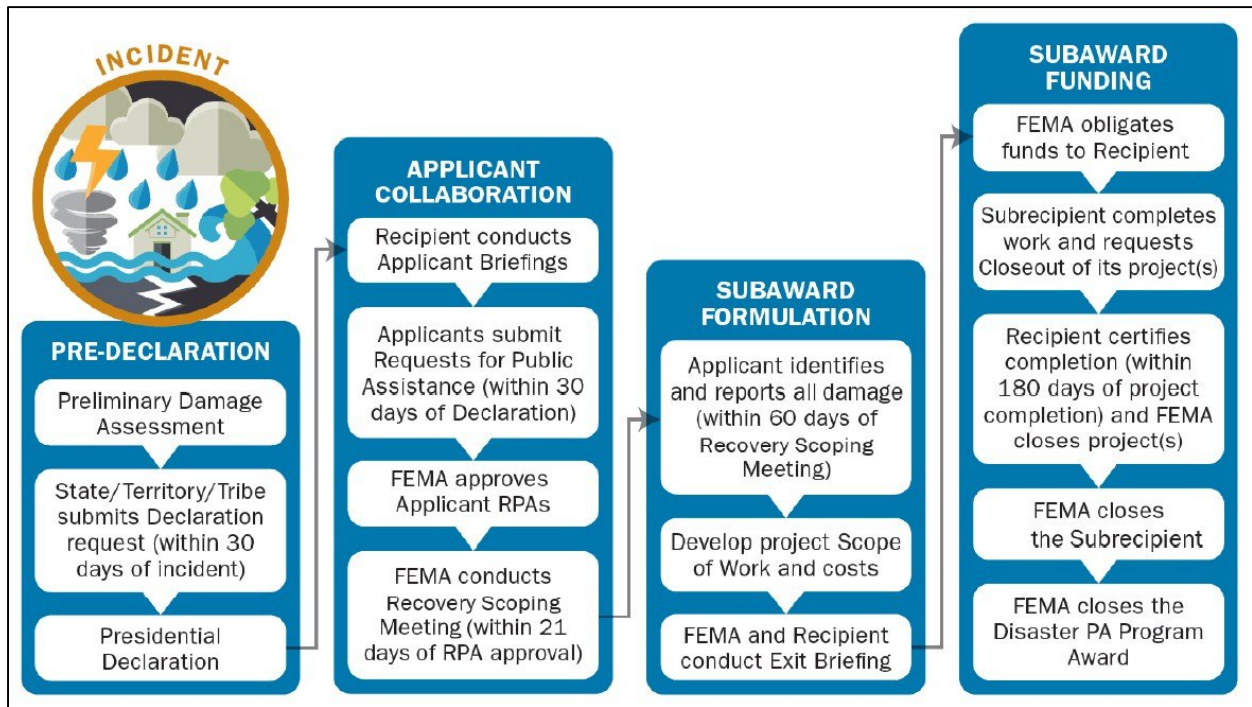
Retention of Public Records

Documents must be maintained 3 years after closeout of each project worksheet in accordance with the FEMA Public Assistance Program and Policy Guide.

FEMA PA Program Implementation Process

The following flow diagram provides a graphical representation of the FEMA PA Grant Program.

Figure 5: FEMA PA Program Implementation Process



5.1.3 Public Assistance Program Alternative Procedures

The Stafford Act constitutes the statutory authority for most federal disaster response activities, especially as they pertain to FEMA and FEMA programs.

SRIA authorizes several significant changes to the way FEMA may deliver disaster assistance under a variety of programs. This includes the following procedures:

- FEMA PA alternative procedures
 - Permanent work alternative procedures
 - Debris removal work alternative procedures
- Hazard mitigation
- Dispute resolution
- Federal assistance to individuals and households
- Unified federal review

- Small project threshold review
- Essential assistance
- Individual assistance factors
- Recommendations for reducing costs of future disasters

5.1.4 Other Funding Options

Public entities may be eligible for other federal assistance programs for disaster debris management including:

- Federal Highway Administration Emergency Relief Program
- Natural Resources Conservation Commission Emergency Watershed Protection Program
- U.S. Department of Agriculture Farm Services Agency Emergency Programs

Each disaster assistance program has different documentation requirements.

5.2 Documentation

Accurate and complete cost tracking is critical to obtain assistance for disaster-related costs. Emergency protective measures can be eligible for reimbursement. If the incident allows for warning, public entities should begin tracking costs once the threat has been identified. If there is no warning, public entities should begin tracking costs as soon as possible. Accounting best practices for tracking costs includes the following:

- Identify a person that will be responsible for compiling disaster-related costs for the jurisdiction.
- Establish a cost code for disaster-related costs ahead of time.
- Establish a file structure for each site where recovery work has been or will be performed.
- Maintain accurate disbursement and accounting records to document the work performed and the cost incurred.
- Obtain and review applicable local, state, and federal policies and regulations.
- Document administrative costs.
- Begin compiling recovery project documentation, including:
 - Executed contracts, bids, periods of performance, and locations worked
 - Property insurance
 - Donated resources (labor, equipment, and materials)
 - Mutual aid – Mutual aid agreements must be in place before the disaster
 - Force account labor
 - Force account equipment
 - Equipment rental agreements
 - Fuel logs
 - Materials including meals and gas purchases
 - Description of damage
 - Scope of work to be completed
 - Photos of damage

- Copies of estimates
- Maintenance records
- Site inspection records
- Coordinate with State and federal agencies to obtain disaster-specific cost tracking spreadsheets and templates.

6. Public Information Plan

After a disaster, residents and businesses need information regarding recovery operations. The Cities must establish an effective public information strategy to provide accurate and timely messaging so community members can plan their own debris related activities. Communications should be rapidly implemented to avoid misinformation and rumors that may erode confidence in the Cities' management of the recovery operations.

Public information following a disaster will be a coordinated effort in accordance with the principles of the NIMS. Public information messages will be coordinated by the designated Public Information Officer (PIO), who will serve as the primary point of contact between the Public Works DOC, EOC, the media and the public. The PIO will coordinate public information messages within the City departments as well as with other affected jurisdictions to ensure an accurate, consistent, and timely message is communicated to target populations. This collaborative effort could involve the establishment of a Joint Information System (JIS) as required.

The PIO will lead efforts to verify information, monitor media reports as well as social media regarding debris management operations. The PIO will also coordinate the development and dissemination of messages with the designated Incident Commander for debris management operations. This section describes the type of information that needs to be communicated to the public related to debris operations. A template providing sample messages for each phase of debris management operations can be found in **Attachment J** of this plan.

6.1 Messaging:

To the extent possible, the pre-scripted public service announcements, press releases, and handbills/door hangers found in **Attachment J** will be modified and used to convey key information to the public about debris collection efforts. This will eliminate (or greatly reduce) the need to develop materials from scratch when time pressures are at their greatest.

Early and frequent release of information regarding collection methods, hours of operation, locations of facilities, allowable debris, debris separation requirements, etc. will help ensure greater public cooperation in debris management activities. The public information materials will be disseminated in accordance with the methods identified in the incident-specific public information plan for the debris management operation. The City PIOs will work with Debris Management Group Supervisor to deliver a plan for the development and dissemination of all public information materials.

Information to be Included:

The information should include the clear directions for collection of debris streams, including schedules, sorting requirements, and environmental and health concerns. Staff responsible for developing and writing the information must present the information in a clear, direct, and organized manner. Language should be simple and easy for residents to understand. Information

must be distributed in all community languages for non-English-speaking populations and neighborhoods.

Debris Collection Process:

How will the debris be collected?

If ROW/curbside collection is used, residents need to fully understand debris stream separation and removal requirements. They will want to remove debris quickly and will use their normal municipal solid waste procedures for debris handling unless directed otherwise. Communication with the public early and often on proper set out procedures is critical. These procedures might be different for types of debris depending on the locations type of equipment used for ROW collection. Make sure residents understand the procedures in their area to avoid having to duplicate segregation and removal efforts.

- Will applicant employees or a contractor collect the debris?
- What are the schedules and the routes for collection?
- What is the final collection date for streets, sectors, or subdivisions?
- What type of debris will be collected?

If collection centers or debris management sites (DMS) are used, resident require the following information:

- Where are the collection centers/DMS? Where can a resident find a site map for public debris drop off of HHW?
- What are the daily collection center/DMS hours?
- Is debris to be segregated at the collection centers/DMS?
- What types of debris will be accepted at the centers/DMS?
- How long will the collection centers/DMS accept disaster-related debris?
- Will residents be charged a fee for use?
- Will residents be restricted as to how much disaster-related debris can be dropped off?
- How long will residents be able to bring their disaster-related debris to the DMS?

6.2 Distribution Strategy

The public information strategy should include its methods to disseminate the prepared information to the general public. This can be accomplished in a number of ways. The following are suggested vehicles for distributing the information:

- **Media** – Local television, radio, newspapers
- **Print Media** – Community newsletters, debris information flyers in public buildings such as community centers and City Hall, door hangers
- **Internet** – City and waste collection vendor web sites
- **Social Media** – Facebook, Twitter, Instagram accounts

- **Public Forums** – Interactive meetings at town halls, Community Emergency Response Teams (CERT)
- **Direct Mail Products** – Direct mail, fact sheets

Public information staff must take advantage of all messaging methods available, particularly if power, utilities, and other infrastructure have been damaged. First responders in the field are often the easiest source of information. The general public recognizes their role and frequently asks questions regarding the recovery operations. Stocking law enforcement and fire vehicles with debris operations information flyers, pamphlets, and other print media allow responders to easily meet the public’s need for information without disrupting response operations.

Debris Information Center:

The Cities may establish a temporary debris information center to address concerns and complaints, and answer questions that may not be included in the public information. The platform for a debris information center may be a table or booth at City Hall, a telephone hotline, or an interactive internet site. Feedback from the information center provided management staff an indication of how effective and efficient the operations are progressing and to adjust operations appropriately.

The debris information center may also be utilized to report fraud. Disaster victims have little tolerance of being taken advantage of during an already trying time. Unfortunately, fraud often increases after a disaster. The ability to report fraud and crime supports the communities’ feelings of safety and well-being when public safety agency resources are heavily committed.

6.3 Health and Safety Public Information

Disaster-related accidents and deaths are frequently attributed to mishandling of debris and debris equipment by residents. It is critical that PIOs provide consistent messaging on health and safety when handling debris. Sample health and safety public information messages are provided in **Attachment J**.

Lead in Damaged Materials or Debris

Homes built before 1978 are likely to contain lead-based paint, which may flake after being soaked by floodwater. Lead is a toxic metal that causes many negative health effects, especially in children. Disturbing materials containing lead-based paint may release lead dust into the air. The public will be encouraged to seek help from public health authorities or specially trained contractors if they suspect that debris in their home is contaminated with such paint.

Contaminant Sediment

The sediment left behind by receding floodwater often contains a wide variety of pollutants. They can include fuel oils, gasoline, human and animal waste, metals, and other material. Individuals will be encouraged to avoid contact with sediment. The public will be advised to wash any exposed skin with soap and water and change into clean clothing if they do encounter contaminated sediment.

Asbestos in Debris

Pipes, insulation, ceiling tiles, exterior siding, roof shingles, and sprayed-on soundproofing in older structures may contain asbestos. The public will be advised to contact health authorities if they suspect their home contains asbestos or ACM will be disturbed during cleanup.

HHW

The public will be encouraged to be alert for leaking containers and household chemicals, such as caustic drain cleaners and chlorine bleach when returning to flood-damaged homes and buildings. The public will also be warned to keep children and pets away from leaking or spilled chemicals; not to combine chemicals to avoid dangerous or violent reactions; not to dump chemicals down storm sewers, drains, or toilets; and to mark and set aside unbroken containers until they can be properly disposed of.

Use of Chainsaw to Clear Debris

Over 35,000 people are injured by chainsaws yearly in the United States. The public should be cautioned to understand how to use the equipment and follow the instructions while using these tools for debris operations.

- Read your owner's manual.
- Wear proper safety gear, including eye and hearing protection, heavy work gloves, and work boots.
- Check controls, chain tension, and all bolts and handles to ensure they are functioning properly.
- Fuel your saw at least 10 feet from sources of ignition.
- Clear debris that may interfere with cutting.
- Keep hands on the handles, and secure footing.
- Do not cut directly overhead or overreach with the saw.
- Be prepared for kickback.

The public will be encouraged to make sure someone is nearby to help in case of an emergency and to understand that emergency responders are addressing issues related to the disaster, so response times might be delayed.

7. Plan Maintenance

For this plan to maintain viability, the document should be updated routinely and personnel should be trained on the content prior to a disaster. This section provides guidance on maintaining this plan so it is current and relevant. FEMA updates debris operations program guidance throughout the year based on lessons learned from recent disasters. It is important for this plan to include the most current program guidance.

7.1 Review and Revised Plan Approval

The City Manager’s Office will facilitate a review of the Debris Plan on an annual basis. The plan will be updated based on organizational changes, new policies and guidance, and lessons learned from actual debris events. Changes made to the plan will be noted on the Record of Changes as needed. Major changes will be presented to the Disaster Council for review and approval.

7.2 FEMA Debris Plan Approval

FEMA currently provides incentives to public entities for having an approved disaster debris management plan. The Debris Plan describes how the Cities will conduct debris operations within their jurisdictions and follows the guidance in FEMA Public Assistance Alternative Procedures Debris Management Plan Job Aid. This plan will be submitted to the State for review. The State will submit the Debris Plan to FEMA for review and approval.

7.3 Training

City staff must be trained on debris policies and procedures to maintain a viable plan. The Cities are responsible for maintaining a multi-year training and exercise program. This program should include debris operations training and exercises. The following list provides recommendations for debris operations training.

General

- Public entities should train new personnel in their specific job duties related to debris operations
- Personnel with response responsibilities must maintain competence in SEMS as prescribed in Government Code §8607(c).
- Personnel operating equipment must be trained to operate any equipment they are responsible for competently and safely.
- Personnel performing debris monitoring tasks will be trained by the public entity or a qualified designee.
- Personnel with responsibility for preparing documentation for reimbursement will receive training on the FEMA Public Assistance Program.

- All personnel involved in response to a debris-generating incident will participate in a briefing on safety policies and procedures.

Debris Managers

Debris managers should be trained in the regulatory requirements for debris operations, including:

- Health and safety
- Environmental and historical preservation
- Procurement
- Federal disaster grant programs
- Considerations for individuals with disabilities and access and functional needs
- Damage assessment for debris

FEMA provides additional training related to debris operations that can be found at the following links:

Classroom Training

E202 Debris Management Planning for State, Tribal and Local Officials

<http://training.fema.gov/emcourses/crsdetail.aspx?cid=E202&ctype=R>

Independent Study Courses

- IS-623.A: An Introduction to Debris Operations
<https://training.fema.gov/is/courseoverview.aspx?code=IS-632.a>
- IS-1005: Public Assistance Alternatives Procedures
<https://training.fema.gov/IS/courseOverview.aspx?code=IS-1005>
- IS-556: Damage Assessment for Public Works
<https://training.fema.gov/is/courseoverview.aspx?code=IS-556>
- IS 559: Local Damage Assessments
<https://training.fema.gov/is/courseoverview.aspx?code=IS-559>
- IS-558: Public Works & Disaster Recovery
<https://training.fema.gov/is/courseoverview.aspx?code=IS-558>
- IS-5.a: An Introduction to Hazardous Materials
<https://training.fema.gov/is/courseoverview.aspx?code=IS-5.a>

Finance and Administration

Finance and administrative staff should be trained in regulatory requirements for debris operations, including:

- Procurement
- Federal disaster grant programs
- Documentation

7.4 Exercises

Exercises are essential to maintaining readiness and in determining the effectiveness of plans, personnel, and resources in responding to a debris-generating event. Workshops and exercises will be conducted periodically to test the ability of the Cities to coordinate resources for debris operations.

Following exercises, an after-action report will be developed to document strengths and areas needing improvement. An improvement plan will be developed to list corrective actions, identify individuals or agencies responsible for completing the corrective actions, and indicate a timeline for completion.

Appendices

Appendix A: Acronyms and Glossary

Acronyms

ACGIH	American Conference of Governmental Industrial Hygienists
ACM	Asbestos-Containing Materials
BAAQMD	Bay Area Air Quality Management District
C&D	Construction and Demolition
CAC	Certified Asbestos Consultant
Cal OES	California Governor's Office of Emergency Services
Cal/OSHA	California Division of Occupational Safety and Health
CCR	California Code of Regulations
CDAA	California Disaster Assistance Act
CEQA	California Environmental Quality Act
CERT	Community Emergency Response Team
CIH	Certified Industrial Hygienist
CY	Cubic Yard
DDMP	Disaster Debris Management Plan
DDPT	Disaster Debris Planning Team
DMS	Debris Management Site
DOC	Department Operations Center
DOSH	(California) Division of Occupational Safety and Health
DTSC	(California) Department of Toxic Substances
EMAC	Emergency Management Assistance Compact
EOC	Emergency Operations Center
EPA	US Environmental Protection Agency
ESF	Emergency Support Function
FBI	Federal Bureau of Investigation
FEMA	Federal Emergency Management Agency
GIS	Geographic Information System
GPS	Global Positioning System
HASP	Health and Safety Plan
HAZMAT	Hazardous material
HHA	Hold Harmless Agreements
HHW	Household Hazardous Waste
HSC	California Health & Safety Code
ICS	Incident Command System
JFO	Joint Field Office
JIS	Joint Information System
km	Kilometer
LEA	Local Enforcement Agency
MCEF	Mixed Cellulose Ester Filters
NESHAP	National Emission Standards for Hazardous Air Pollutants
NHPA	National Historic Preservation Act
NIMS	National Incident Management System
NIOSH	National Institute for Occupational Safety and Health
Non-RACM	Non-Regulated Asbestos-Containing Material
OA	Operational Area
OAEOC	Operational Area Emergency Operations Center
PA	Public Assistance
PAC	Public Assistance Coordinator
PAO	Public Assistance Officer

PDA	Preliminary Damage Assessment
PDAT	Procurement Disaster Assistance Team
PIO	Public Information Officer
PNP	Private Nonprofit
PPE	Personal Protective Equipment
PW	Project Worksheet
RCRA	Resource Conservation and Recovery Act
RFQ	Request for Qualifications
ROE	Right-of-Entry
ROW	Right-of-Way
SEMS	Standardized Emergency Management System
SHPO	State Historic Preservation Officer
SRIA	Sandy Recovery and Improvement Act
T&M	Time and Materials
TDMS	Temporary Debris Management Site
TEM	Transmission Electron Microscopy
THPO	Tribal Historic Preservation Officer
USGS	U.S. Geographical Survey
WMD	Weapons of Mass Destruction

Glossary

Chipping or Mulching	The process of reducing woody material, such as lumber and vegetative debris, by mechanical means into small pieces to be used as mulch or fuel. Woody debris can be reduced in volume by approximately 75 percent, based on data obtained during reduction operations. The terms “chipping” and “mulching” are often used interchangeably.
Construction & Demolition Debris (C&D)	The definition of construction and demolition debris may vary between States. Construction and demolition debris can be defined as damaged components of buildings and structures such as lumber and wood, gypsum wallboard, glass, metal, roofing material, tile, carpeting and floor coverings, window coverings, pipe, concrete, fully cured asphalt, equipment, furnishings, and fixtures.
Debris	Items and materials broken, destroyed, or displaced by a natural or man-made Federally declared disaster. Examples of debris include, but are not limited to, trees, construction and demolition material, and personal property.
Debris Clearance	Clearing roads by pushing debris to the roadside to accommodate emergency traffic.
Debris Management Site (DMS)	A location where debris is sorted, processed, reduced in volume, and/or disposed of (if debris management activities take place at a permanent disposal site).
Debris Monitoring	Actions taken by applicants in order to document eligible quantities and reasonable expenses during debris activities to ensure that the work complies with the contract scope-of-work and/or is eligible for Public Assistance grant reimbursement.
Debris Removal	Picking up debris and taking it to a debris management site, composting facility, recycling facility, permanent landfill, or other reuse or end-use facility.
Demolition	The act or process of reducing a structure, as defined by State or local code, to a collapsed state. It contrasts with deconstruction, which is the taking down of a building while carefully preserving valuable elements for reuse.

Garbage	Waste that is regularly picked up by an applicant. Common examples of garbage are food, packaging, plastics, and papers.
Hazardous Waste	Waste with properties that make it potentially harmful to human health or the environment. Hazardous waste is regulated under the Resource Conservation and Recovery Act (RCRA). In regulatory terms, a RCRA hazardous waste is a waste that appears on one of the four hazardous wastes lists or exhibits at least one of the following four characteristics: ignitability, corrosivity, reactivity, or toxicity.
Hold Harmless	Generally, a contractual arrangement whereby one party agrees to hold the other party without responsibility for damage or other liability incurred as a result of a particular action or transaction.
Household Hazardous Waste (HHW)	Used or leftover contents of consumer products that contain chemicals defined in regulatory terms under the Resource Conservation and Recovery Act as appearing on one of the four hazardous waste lists or exhibiting one of the following characteristics: ignitability, corrosivity, reactivity, or toxicity. Examples of household hazardous waste include small quantities of normal household cleaning and maintenance products, latex and oil-based paint, cleaning solvents, gasoline, oils, swimming pool chemicals, pesticides, and propane gas cylinders.
Legal Responsibility	In the context of debris management, a statute, formally adopted legal code, or ordinance that gives local government officials responsibility to perform work on public and/or private property.
Mutual Aid Agreement	A written understanding between communities and States obligating assistance during a disaster. See <i>FEMA RP9523.6, Mutual Aid Agreements for Public Assistance and Fire Management Assistance</i> .
National Response Plan (NRP)	A plan developed to facilitate the delivery of all types of Federal assistance to States following a disaster. It outlines the planning assumptions, policies, concept of operations, organizational structures, and specific assignments and agencies involved in Federal assistance to supplement State, tribal, and local efforts.
Piggyback Contract	Term used to describe a type of goods or services procurement. A piggyback contract is a contract let by a government entity which is adopted and extended for use by another government entity.
Recycling	Activities by which discarded materials are collected, sorted, processed, and converted into raw materials and are then used in the production of new products.
Right of Entry	As used by FEMA, the document by which a property owner confers to an eligible applicant or its contractor or the United States Army Corps of Engineers the right to enter onto private property for a specific purpose without committing trespass.
Right-of-Way	The portions of land over which facilities such as highways, railroads, or power lines are built. It includes land on both sides of the facility up to the private property line.
United States Army Corps of Engineers (USACE)	A component of the United States Army responsible for constructing and maintaining military installations and other government owned and controlled facilities. The USACE may be used by FEMA when direct Federal assistance, issued through a mission assignment, is needed.
White Goods	White goods are defined as discarded household appliances such as refrigerators, freezers, air conditioners, heat pumps, ovens, ranges, washing machines, clothes dryers, and water heaters.

Appendix B: List of Pre-Qualified Contractors

The City of Dublin and Pleasanton will identify and maintain a list of potential debris monitoring and debris removal contractors.

Table B-1: Debris Monitoring Firms

Company	Contact Information

Table B-2: Pre-Qualified Debris Removal Contractors

Company	Contact Information

Appendix C: Load Tickets

Monitors will be responsible for initiating Debris Load Tickets at Contractor debris loading sites and estimating and recording the type and quantity of debris, in cubic yards, of Contractor vehicles entering the temporary TDMS sites on Debris Load Tickets. The debris loading site monitors will complete Section 1 of the load ticket. The monitor will keep one copy and give the remaining copies to the truck driver. The monitor's copy will be turned into the Debris Manager or designated representative on a daily basis.

The TDMS site monitors will record the estimated quantity, in cubic yards, on Section 2 of the load ticket. The monitor will keep one copy and give the remaining copies to the truck driver. The monitor's copy will be turned into the Debris Manager or designated representative on a daily basis. Monitors will be located at the entrance to the TDMS site where the inspection tower is located. They will be responsible for estimating and recording the cubic yards of debris in Section 2 of the Load Ticket for all incoming Contractor's debris hauling vehicles. A copy of the Debris Load Ticket is shown on the following page.

CITY OF _____ LOAD TICKET

No. 000001

Section 1

Prime Contractor: _____

Date: _____

Subcontractor (Hauler): _____

Departure Time: _____

Driver: _____

Truck: _____

Plate No.: _____

Measured Bed Capacity (cu. yds.): _____

Debris Pickup Site Location: (must be a street address)

Debris Type: Vegetation Construction & Demolition
 Mixed Other:

Loading Site Monitor: Print Name: _____

Signature:

Remarks:

Section 2

Debris Disposal Site Location:

Estimate Debris Quantity: cu. yds. _____

Arrival Time: _____

Disposal Site Monitor: Print Name: _____

Signature:

Remarks:

Copies: White – Load Site Monitor Green – Disposal Site Monitor
Canary, Pink, Gold – Onsite Contractor’s Representative or Driver

Completing the Load Tickets

- The disposal site monitor will be stationed in the inspection tower and make an estimate of the quantity of debris contained in the truck or trailer in cubic yards. Each truck or trailer will have the measured hauling capacity in cubic yards recorded on the side of the truck or trailer. That number should be validated with the quantity stated in Section 1.
- The disposal site monitor will indicate the name and the arrival time of the truck and indicate the type of debris in the truck.
- The disposal site monitor will record the estimated volume, in cubic yards, on the load ticket in the Estimated Debris Quantity block of material contained within the bed of the truck or trailer.
- The monitor will print and sign his/her name in the designated block.
- The disposal site monitor will retain one copy of the load ticket and give the remaining copies to the truck driver. The disposal site monitor's copy will be turned into the City Debris Manager or his representative at the end of each day. These are controlled forms and cannot be lost since they will be used to verify the amount of money paid to the Debris reduction site Contractor and to the debris hauling Contractor.

Attachments

Attachment A: City Debris Management Equipment

The Cities own or have access to the following equipment which may be used for debris management operations:

Dublin:

City Owned

Type of Equipment	Quantity
Forklift	1
Scissor Lift	1
Tractor Trailer	1
NG Fired Pressure Washer	1
Fire Pump Test & Training Unit	1
Gators	3
Tractor	1
Baseball Field Groomer	1
Backhoe	1

MCE (Corp Yard) Owned

Type of Equipment	Quantity
Trucks	16
Flatbeds 4 yds	4
Cargo Vans	2
Skip Loader	1
Message Boards	2
Arrow Boards	2
Water Buffalo	1
Enclosed Trailer 16'	2
Open Trailer 12'	8
Mower	8
Generator	2
Pressure Washer	2

MCE (Construction Branch) Owned

Equipment Description		Equipment Type	Make	Model	Year
AC612	Airman Air Compressor	Air Compressor	Airman	PDS85S	2005
AC613	Airman Air Compressor	Air Compressor	Airman	PDS185S	2005
AC614	Airman Air Compressor	Air Compressor	Airman	PDS185S	2005
AC615	Ingersoll Rand Air Compressor	Air Compressor	Ingrsl Rnd	Prt Air Co	2006
AC616	Ingersoll Rand Air Compressor	Air Compressor	Ingrsl Rnd	Prt Air Co	2006
BH419	2007 Caterpillar 420-E Backhoe	Backhoe	Caterpillar	420-E CAT	2007
BH420	2005 Caterpillar 420D Backhoe	Backhoe	Caterpillar	420D	2005
BH421	2015 Caterpillar 420F2	Backhoe	Caterpillar	420F2	2015
BH422	2015 Caterpillar 420F2	Backhoe	Caterpillar	420F2	2015
CM803	Peterbilt '02 357 Cement Mixer	Cement Mixer	Peterbilt	357 Cem Mx	2002
CM804	Peterbilt '02 357 Cement Mixer	Cement Mixer	Peterbilt	357 Cem Mx	2002
CM805	2014 Kenworth W900Cement Mixer	Cement Mixer	Kenworth	W900	2014
DU855	2014 Kenworth 3Axle Dump Truck	Dump Truck	Kenworth	T800	2014
DU856	2014 Kenworth 3Axle Dump Truck	Dump Truck	Kenworth	T800	2014
DU857	2001 Sterling 9500 Dump Truck	Dump Truck	Sterling	9500	2001
DU858	2016 Int'l Durastar 4300	Dump Truck	Int'l Durs	4300	2016
DU859	2016 Int'l Durastar 4300	Dump Truck	Int'd Durs	4300	2016
DU860	2016 Int'l Durastar 4300	Dump Truck	Int'l Durs	4300	2016
DU861	2016 Int'l Durastar 4300	Dump Truck	International	4300	2016
DU862	2017 Kenworth T-800	Dump Truck	Kenworth	T-800	2017
FB294	2001 Ford F350 Flatbed Dump	Flatbed Truck	Ford	F350	2001
FB393	Ford 2007 F-450 4x2	Flatbed Truck	FORD	F-450 4X2	2007
LS405	BOBCAT S130	Loader Scraper	BOBCAT	S130	2007
LS406	Bobcat Loader S130 2010	Loader Scraper	Bobcat	S130	2010
LS407	Bobcat Loader S160 2010	Loader Scraper	Bobcat	S160	2010
LS408	Bobcat Loader S175 2010	Loader Scraper	Bobcat	S175	2010
LS409	Bobcat Loader S185 2010	Loader Scraper	Bobcat	S185	2010

RO516	Bomag BW135 AD Roller 2004	Roller	Bomag	BW135AD	2004
RO517	Bomag BW120 AD-4 Roller	Roller	Bomag	AD-4 Rollr	2006
RO519	Bomag BW120AD-4 Roller 2006	Roller	BOMAG	BW120AD-4	2006
RO522	2017 Caterpillar 47-inch CB24B	Roller	Caterpillar	CB24B	2017
RO523	Bomag BW120AD-5 Roller	Roller	Bomag	BW120AD-5	2017
RO524	Bomag BW120AD-5 Tandem Drum	Roller	Bomag	BW120AD-5	2017
SA195	MECO M-40 Concrete Saw	Saws	MECO	M-40 FI-2G	1997
SA196	MECO M-65 1997 Concrete Saw	Saws	MECO	M-65	1997
SA198	MECO Concrete Saw	Saws	MECO	M-42WC1-04	2005
SA199	Concrete Saw Husqvarna M-44HP	Saws	Husqvarna	M44-HP	2012
SA203	MK Diamond Saw	Saws	MK Diamond	MK 4036HY	2015
SA208	Merit 44HP Kubota Saw	Saws	Merit	Kubota	2015
SA212	Husqvarna Concrete Saw 14"	Saws	Hsqv FS309	FS309	2016
SA213	Merit 44HP Kubota Diesel Saw	Saws	Kubota	Merit 44HP	2016
TR667	Zieman Tilt Bed Trailer	Trailer	Zieman	2320A	1999
TR674	Big Tex Trailer - 12eq - 14 ft	Trailer	Big Tex	12eq-14	2006
TR675	Big Tex Trailer - Eq-12 - 14ft	Trailer	Big Tex	12E-12 -14	2006
TR676	Big Tex Trailer 12Eq-18 - 18ft	Trailer	Big Tex	12EQ-18	2006
TR679	Carson RC081 Util. Trailer	Trailer	Carson	RC081 Trlr	2006
TR683	KAUFMEN2009 MODEL D TRAILER	Trailer	KAUFMEN	MODEL D	2009
TR686	2010 Trail King TK-40 Trailer	Trailer	Trail King	TK-40	2010
TR693	2014 Trailking TKT40LP Trailer	Trailer	Trailking	TKT40LP	2014
TR696	2007 Tow Master T-12T	Trailer	Tow Master	T-12T	2007
TR699	PJ Trailer Flatbed	Trailer	PJTRL	Varied	2009
TR702	Best TB82x16 TiltbedTandemAxle	Trailer	Best	TB82x16	2016
TR703	Best TB82x16 TiltbedTandemAxle	Trailer	Best	TB82x16	2016
TR706	2001 Inter Trailer	Trailer	Inter	Flat bed	2001
TR709	2017 Interstate Trailer	Trailer	Interstate	Flat bed	2017

Pleasanton:

City Owned

Type of Equipment	Quantity
Large dump trucks 26k GVWR - 55k GVWR	9
Large equipment hauling trailers 40k GVWR- 70k GVWR	2
Construction backhoes -	7
Small bucket tractors 40 hp	3
Flatbed trailers under 10k GVWR	7
Bucket trucks	2
Small dump trucks 10k GVWR - 17.5k GVWR	7
Sweeper	1
Large mowers	3
Small mower	12
Large generators portable trailered	2
Arrow boards	6
Pickup trucks 1/2 and 3/4 ton -	48
Chain saws	
Small generators	

Attachment B: Debris Management Position Job Aids

Debris Management Group Supervisor

Position Description: The Debris Management Group Supervisor oversees disaster debris management operations in accordance with the Disaster Debris Management Plan as well as local, regional, state and federal regulations

Reports To: Public Works Department Operations Center

Responsibilities:

- Establish the Incident Command Structure for debris management operations.
- Coordinate with Procurement/Purchasing to activate contractors for debris clearing and debris monitoring services.
- Establish priorities for debris management operations.
- Approve the Incident Action Plan.
- Collaborate with Federal, State and other agency representatives.
- Provide updates to the Public Works Department Operations Center regarding debris management operations.
- Review and approve public information messages regarding debris operations.
- Coordinate with the Public Works Department Operations Center and Finance in the tracking of debris management costs.
- Coordinate the demobilization of debris management operations.

Street Clearing Task Force Leader

Position Description: The Street Clearing Task Force Leader oversees street clearing operations immediately following a disaster to ensure emergency vehicles and utility restoration crews can access and traverse roads in conducting emergency response operations.

Reports To: Debris Management Group Supervisor

Responsibilities:

- Stage and ready resources immediately prior to an expected incident to ensure they will be fueled and ready to activate in the event they are needed to clear debris off jurisdiction streets.
- Oversee street clearing immediately following a debris generating incident.
- Coordinate force account and contract resources to clear streets of debris in accordance with established objectives and priorities.
- Track the progress of street clearing operations.
- Provide regular updates to the Debris Management Group Supervisor regarding the status of operations.
- Coordinate with the designated Safety Coordinator to ensure street clearing operations are conducted in a safe manner.
- Ensure all hours, expenses and equipment use is accurately documented.

Debris Collection and Disposal Task Force Leader

Position Description: The Debris Collection and Disposal Task Force Leader oversees debris collection and disposal operations.

Reports To: Debris Management Group Supervisor

Responsibilities:

- Coordinate with force account and contract resources to stage and ready resources immediately prior to an expected incident to ensure they will be ready to activate in the event they are needed to collect debris.
- Coordinate with the Debris Monitoring Contractor to conduct truck certifications.
- Coordinate force account and contract resources to conduct debris collection operations in accordance with established objectives and priorities.
- Coordinate with the Debris Monitoring Contractor to conduct collection, DMS and disposal site monitoring.
- Activate DMSs as needed in coordination with coordination with relevant departments and agencies.
- Coordinate with the Environmental Health Task Force Leader to conduct soil sampling at DMS locations prior to and after closure of DMS.
- Coordinate with force account labor and contractors to ensure debris is recycled or disposed of in accordance with regulatory guidelines.
- Coordinate force account/contract resources to conduct special debris operations including dangerous trees, privately owned vehicles and vessels, waterway debris removal, parks debris removal, and private property debris removal in accordance with FEMA authorization and guidelines.
- Track the progress of debris collection, recycling and disposal in coordination with the Debris Monitoring contractor.
- Provide regular updates to the Debris Management Group Supervisor regarding the status of operations.
- Coordinate with the Safety Coordinator to ensure debris collection and disposal operations are conducted in a safe manner.
- Ensure all hours, expenses and equipment use is accurately documented.

Environmental Health Task Force Leader

Position Description: The Environmental Health Task Force Leader monitors the impacts of debris operations and liaises with regional, State and Federal environmental agency representatives.

Reports To: Debris Management Group Supervisor

Responsibilities:

- Liaise with regional, State and Federal environmental agencies and contractors to monitor the environmental impacts of debris management operations including air, soil and asbestos monitoring.
- Coordinate with the Debris Collection and Disposal Branch Director, or designee, to conduct soil sampling at DMS locations prior to and after closure of DMS.
- Track the progress of environmental monitoring and testing operations and document results.
- Provide regular updates to the Debris Management Group Supervisor regarding the status of environmental monitoring operations.
- Coordinate with the designated Safety Coordinator to ensure environmental monitoring operations are conducted in a safe manner.
- Ensure all hours, expenses and equipment use is accurately documented.

Debris Clearing Teams

Position Description: The Debris Clearing Teams conduct street clearing immediately following a disaster to ensure emergency vehicles and utility restoration crews can access and traverse roads in conducting emergency response operations.

Reports To: Street Clearing Task Force Leader

Responsibilities:

- Coordinate through the Street Clearing Task Force Leader to divide into teams and clear streets of debris in accordance with established objectives and priorities.
- Report any hazardous conditions such as downed power lines, hazardous materials spills, natural gas leaks to the proper authorities as well as the Street Clearing Task Force Leader.
- Track the progress of the Debris Clearance Team in street clearing operations.
- Provide updates as required to the Street Clearing Task Force Leader regarding the status and progress of the Task Force.
- Obey the health and safety policy and follow health and safety guidance in conducting street clearing operations.
- Ensure all hours, expenses and equipment use is accurately documented.

Debris Removal Teams

Position Description: The Debris Removal Teams conduct debris collection and disposal operations.

Reports To: Debris Collection and Disposal Task Force Leader

Responsibilities:

- Coordinate through the Debris Collection and Disposal Task Force Leader to divide into teams consisting of debris removal and debris monitors to collect debris and deliver it the appropriate location for reduction, recycling or disposal.
- Report any hazardous conditions such as downed power lines, hazardous materials spills, natural gas leaks to the proper authorities as well as the Debris Collection and Disposal Task Force Leader.
- Provide updates as required to the Debris Collection and Disposal Task Force Leader regarding the status and progress of the Debris Removal Team.
- Obey the health and safety policy and follow health and safety guidance in conducting debris removal, reduction, and disposal operations.
- Ensure all hours, expenses and equipment use is accurately documented.

Attachment C: Debris Contracting Guidance

[\(From FEMA Public Assistance Program and Policy Guide V4 \(PAPPG\)\)](#)

Procurement and Contracting Requirements for Tribal and Local Government Agencies and Private Nonprofits

Tribal and local governments, including Tribal Recipients, and PNPs must comply with:

- Their own documented procurement procedures
- Applicable State, Local, Tribal and Territorial (SLTT) government laws and regulations
- Applicable Federal laws and regulations

If a Federal requirement is different than the SLTT requirement, or the Applicant’s own requirements, it must use the more restrictive requirement. Additionally, Territorial governments should consult their legal counsel when a project involves a public building or public works facility as the Buy American Act may apply to the procurement process.

1. Pre-procurement Considerations

Tribal and local governments, and PNPs must:

- Establish or update written procurement procedures that reflect applicable SLTT laws and regulations
- Maintain required written standards of conduct covering conflicts of interest and governing the performance of employees who engage in the selection, award, and administration of contracts

Tribal and local governments, and PNPs should also create a prequalified list of responsible contractors identified to possess the qualifications and technical abilities to satisfy the Applicant’s potential requirement. Although not a contract, many entities have prequalified lists that serve as contract research.

A prequalified contractor is one that the Applicant evaluated and determined to be qualified to perform the work based on capabilities, such as technical and management skills, prior experience, past performance, and availability. A prequalified contractor is not entitled to a “standby” contract. The Applicant must still conduct full and open competition. The Applicant cannot exclude potential bidders or offerors from qualifying during the solicitation period, even if they were not on the prequalified list.

2. General Federal Procurement Requirements

Federal procurement requirements for Tribal and local governments and PNPs are found at 2 C.F.R. § 200.318 through 200.326. The requirements include, but are not limited to:

- Providing full and open competition (Tribal government Applicants may provide preference to Indian organizations or Indian-owned economic enterprises the Applicant substantiates that it met the Indian Self-Determination and Education Act requirements).
- Conducting the following steps to ensure the use of small and minority businesses, women’s business enterprises, and labor surplus area firms when possible:

- Place such organizations that are qualified on solicitation lists;
- Ensure such organizations are solicited whenever they are potential sources;
- Divide total requirements, when economically feasible, into smaller tasks or quantities;
- Establish delivery schedules, where the requirement permits, which encourage their participation
- Use the services and assistance, as appropriate, of the Small Business Administration and the Minority Business Development Agency of the Department of Commerce
- Require prime contractor to conduct the above steps if subcontracting. Note that Tribal government Applicants using the Indian Self-Determination and Education Assistance Act preference do not need to separately follow the six socioeconomic steps outlined above. Performing a cost or price analysis in connection with every procurement action above the simplified acquisition threshold, including contract modifications. The Applicant must make independent estimates before receiving bids or proposals. Additionally, the Applicant must negotiate profit as a separate element of the price when it performs a cost analysis and for each contract in which there is no price competition
- Evaluating and documenting the contractor’s integrity, compliance with public policy, record of past performance, and financial and technical resources
- Ensuring that the contractor was not suspended or debarred
- Prohibiting the use of statutorily or administratively imposed SLTT geographic preferences in evaluating bids or proposals except where expressly encouraged by applicable Federal law.
- Excluding contractors that develop or draft specifications, requirements, statements of work, or invitations for bids or requests for proposals from competing for such procurements to ensure objective contractor performance and eliminate unfair competitive advantage
- Maintaining records to detail the history of the procurement including, but are not limited to:
 - Rationale for the method of procurement
 - Selection of contract type
 - Contractor selection or rejection
 - The basis for the contract price

3. Procurement Methods

Tribal and local governments and PNPs must use one of the following procurement methods:

- Micro-purchase
- Small purchase procedure
- Sealed bid (formal advertising)
- Competitive proposal
- Noncompetitive proposal (sole-sourcing)

a. Noncompetitive Procurement

FEMA may reimburse costs incurred under a contract procured through a noncompetitive proposal, also referred to as sole-source, only when one or more of the following circumstances apply:

- The item is only available from one source
- The public exigency or emergency for the requirement will not permit a delay resulting from competitive solicitation (this exception to competitive procurement is only for work specifically related to the circumstance and only while the circumstance exists. Therefore, Applicants need to immediately begin the process of competitively procuring similar goods and services and transition to a competitively procured contract as soon as the circumstances cease to exist)
- FEMA or the Recipient expressly authorizes a noncompetitive proposal in response to a written request from the Applicant
- After solicitation of several sources, competition is determined inadequate. For each noncompetitive procurement, the Applicant must identify which of the four circumstances listed above applies and provide all of the following information, documentation, and justification:
 - A brief description of the product or service being procured, including the expected amount of the procurement
 - Explanation of why a noncompetitive procurement is necessary. If there was a public exigency or emergency, the justification should explain the specific conditions and circumstances that clearly illustrate why competitive procurement would cause unacceptable delay in addressing the public exigency or emergency. (Failure to plan for transition to competitive procurement cannot be the basis for continued use of noncompetitive procurement based on public exigency or emergency)
 - Length of time the noncompetitive contract will be used for the defined SOW, and the impact on that SOW should the noncompetitively procured contract not be available for that amount of time (e.g., how long does the Applicant anticipate the exigency or emergency circumstances to continue; how long it will take to identify requirements and award a contract that complies with all procurement requirements; or how long it would take another contractor to reach the same level of competence)
 - The specific steps taken to determine that the Applicant could not have used, or did not use, full and open competition for the SOW (e.g., research conducted to determine that there were limited qualified resources available that could meet the contract provisions)
 - Any known conflicts of interest and any efforts that the Applicant made to identify potential conflicts of interest before the noncompetitive procurement occurred. If the Applicant made no efforts, explain why
 - Any other justification

If FEMA determines that none of the allowable circumstances existed or did not preclude the Applicant from adhering to competitive procurement requirements, FEMA may disallow all or part of the associated costs.

4. Contract Types

FEMA reimburses costs incurred by Tribal and local governments and PNPs using three types of contract payment obligations: fixed price, cost-reimbursement, and, to a limited extent, T&M. The specific contract types related to each of these are described in FEMA’s Procurement Guidance for Recipients and Subrecipients Under 2 C.F.R. Part 200 (Uniform Rules).172

Tribal and local governments and PNPs must maintain oversight on all contracts to ensure contractors perform according to the conditions and specifications of the contract and any purchase orders.

a. Time and Material Contracts

T&M contracts do not provide incentives to the contractor for cost control or labor efficiency. Therefore, use of T&M contracts are only allowed if all of the following apply:

- No other contract type was suitable
- The contract has a ceiling price that the contractor exceeds at its own risk
- The Applicant maintains a high degree of oversight to obtain reasonable assurance that the contractor is using efficient methods and effective cost controls

FEMA generally limits the use of T&M contracts to a reasonable timeframe based on the circumstances during which the Applicant could not define a clear SOW. Therefore, the Applicant should define the SOW as soon as possible to enable procurement of a more acceptable type of contract.

Some entities, such as Rural Electrical Cooperatives, provide the materials necessary to restore the facilities and refer to such contracts as Time and Equipment (T&E) contracts. The limitations and requirements that apply to T&M contracts also apply to T&E contracts.

b. Cost-Plus-Percentage-of-Cost or Percentage-of-Construction

In addition to limiting reimbursement to costs that can be determined to be reasonable, FEMA does not reimburse the increased cost associated with the percentage on a cost-plus-percentage-of-cost calculation or percentage-of-construction cost method. This type of contract billing is prohibited as it does not provide incentive to contractors to control costs because the contractor’s profit increases as the costs of performance increase. Instead, it provides a financial interest to the contractor to increase costs so that its profit increases. FEMA identifies these cost methods by determining whether:

- Payment is on a predetermined percentage rate
- The predetermined percentage rate is applied to actual performance costs
- The contractor’s total payment amount is uncertain at the time of contracting
- The contractor’s payment increases commensurately with increased performance costs

5. Additional Contracting Considerations

a. Pre-Positioned Contracts

Some Applicants have pre-positioned contracts, which are contracts awarded before an incident occurs for the potential performance of work. These contracts are also referred to as advance or standby contracts. FEMA may reimburse reasonable costs under a pre-positioned contract if:

- It was originally procured in compliance with Federal procurement requirements
- The scope of work was adequate to cover the work performed
- The work performed was eligible
- The contract term covers time when work was performed.

b. Cooperative Purchasing

A cooperative purchasing program is a cooperative arrangement for acquiring goods or services that involves aggregating the demand of two or more entities to obtain a more economical purchase. Program membership may provide entities with access to lists of agreements or contracts for goods and services at pre-negotiated rates or prices. Typically, the member then purchases the goods or services by negotiating with participating vendors and placing purchase orders or entering into contracts based on the pre-negotiated rates or prices. FEMA advises against the use of cooperative purchasing programs due to frequent compliance issues with Federal procurement requirements. PAPPG Appendix D: Frequent Compliance Issues with Cooperative Purchasing Programs provides a list of frequent compliance issues with cooperative purchasing programs for procurements above the simplified acquisition threshold. Applicants must document and explain how its use of the program complied with all procurement requirements.

Piggyback contracting is a type of cooperative purchasing and occurs when one entity assigns the contractual rights it has in a contract to another entity. FEMA advises against the use of piggyback contracts. Piggyback contracts are usually not compliant with Federal requirements as the scope of work pertains to the needs of a different entity.

c. Required Contract Clauses

Applicants must include required provisions detailed in 2 C.F.R. § 200.326 in all contracts awarded. Some provisions are based on sound contracting practices while others are required by Federal law, EO, and regulations. Required contract provisions include:

- Remedies Clause
- Termination for Cause
- Termination for Convenience
- Equal Employment Opportunity
- Contract Work Hours and Safety Standards Act
- Homeland Security Acquisition Regulation Class Deviation 15-01 clauses; “Safeguarding of Sensitive Information” and “Information Technology Security and Privacy Training” for existing and new contracts and solicitations that have a high risk of unauthorized access to or disclosure of sensitive information

- Clean Air Act
- Federal Water Pollution Control Act
- Debarment and Suspension
- Byrd Anti-Lobbying Amendment Clause
- Byrd Anti-Lobbying Amendment Certification
- Procurement of Recovered Materials

In addition to the required provisions, FEMA also recommends the following contract provisions be included in all contract awards:

- Changes Clause
- Access to Records
- Department of Homeland Security Seal, Logo, and Flags
- Compliance with Federal Law, Regulations, and EOs Clause
- No Obligation by Federal Government
- Program Fraud and False or Fraudulent Statements or Related Acts

Some provisions do not apply under the FEMA PA Program (e.g. Davis Bacon Act and Rights to Inventions Clause) while others require verbatim language. PAPPG Appendix K: Contract Provisions provides the exact language for the provisions that require verbatim language and provides sample language for some of the other provisions.

d. Documentation Requirements

The Applicant should submit the following to support contract costs claimed (not an all-inclusive list):

- Procurement policy (required when requested)
- Procurement documents (i.e., requests for proposals, bids, selection process, etc.) (required when requested)
- A cost or price analysis (required for contracts above the simplified acquisition threshold)
- Contracts, change orders, and summary of invoices (required)
- Dates worked (required when requested)
- Documentation that substantiates a high degree of contractor oversight, such as daily or weekly logs, records of performance meetings (required for T&M contracts when requested)

Attachment D: Disaster Debris Contract Checklist

The Disaster Debris Contract Checklist was designed to guide the Cities in contracting disaster debris services. The checklist provides a step-by-step process to procuring disaster debris services that complies with current federal standards and best practices. The checklist includes the steps to solicit bids, review proposals, and select an appropriate contractor. The checklist was developed using guidance set forth by the Federal Emergency Management Agency (FEMA) and the provisions of Title 2 Code of Federal Regulations (CFR) Part 200 General Procurement Standards.

Tabs A and B, attached to this document, provide additional details on procurement policies:

- Tab A: 2 CFR Parts 200.317 – 200.326
- Tab B: Checklist for Reviewing Procurements Under Grants by Non-Federal Entities (States, local and tribal governments, Institutions of Higher Education, Hospitals, and Private Non-Profit Organizations)

Table 1: Disaster Debris Contract Checklist

Task	Responsibility	Completion Date
Pre-Disaster Tasks		
Solicit a request for proposals for disaster debris services (see Debris Contract Guidance (Attachment C) for specific contract provisions).		
The solicitation for prequalified contractors should include: <ul style="list-style-type: none"> • Adequately defined scope of work • All potential debris types • Anticipated haul distances • Potential size of debris events • Hourly labor, equipment and material price schedule • Performance bond requirements 		
Qualify bidders by requesting documentation of the following: <ul style="list-style-type: none"> • Licenses • Financial stability • Proof of insurance • Bonding capability • Description of related experience and capabilities including total verified cubic yards removed and processed • References including jurisdiction name, point of contact, email address and phone number • Description of health and safety plan including operation plan at debris management site(s). 		
Contractors that have been declared debarred by the Office of Federal Contract Compliance Programs (OFCCP) should not be considered. A complete list of federally disbarred		

Task	Responsibility	Completion Date
<p>contractors can be found in the System for Award Management (SAM) dataset at www.sam.gov.</p> <p>Check the status of prequalified contractors in the SAM database at the time of the disaster.</p> <ol style="list-style-type: none"> 1. Go to the SAM Database at https://www.sam.gov/SAM/ . 2. Under the Search Records tab, enter a DUNS number, CAGE code or Business Name to search for the contractor you are interested in pre-qualifying. 3. Note any exclusions listed for the contractor that may prohibit federal assistance for debris services. 4. Print the screen with the results and file in records. 		
<p>Ensure compliance with the jurisdiction’s procurement procedures.</p>		
<p>Ensure compliance with applicable state and local procurement laws and regulations.</p>		
<p>Ensure compliance with federal procurement laws and standards identified in 2 CFR 200 (see Tab A).</p>		
<p>Ensure competition (see the provisions in Section 200.319 Competition in Tab A for specific requirements regarding competition).</p>		
<p>Provide a clear and definitive scope of work.</p>		
<p>Develop a cost analysis to demonstrate cost reasonableness for any contract or contract modification where price competition is lacking.</p>		
<p>Ensure opportunities for minority and women-owned businesses and firms whenever possible. Require prime contractors to utilize minority and women-owned businesses as scope allows per the provisions laid out in 2 CFR 200.</p>		
<p>Document the process and rationale the jurisdiction followed in making procurement decisions.</p>		
<p>The jurisdiction’s legal counsel should conduct a review of the procurement process and any potential contracts to be awarded to ensure compliance with all federal, state, and local requirements.</p>		
<p>Establish procedures to address protests and disputes related to contract awards.</p>		
<p>Compile all documentation related to the procurement and file in a secure location that can be accessed for future review.</p>		

TAB A: 2 CFR 200 PROCUREMENT STANDARDS

Procurement Standards

§200.317 Procurements by states.

When procuring property and services under a Federal award, a state must follow the same policies and procedures it uses for procurements from its non-Federal funds. The state will comply with §200.322 Procurement of recovered *materials* and ensure that every purchase order or other contract includes any clauses required by section §200.326 Contract provisions. All other non-Federal entities, including subrecipients of a state, will follow §§200.318 General procurement standards through 200.326 Contract provisions.

§200.318 General procurement standards.

- (a) The non-Federal entity must use its own documented procurement procedures which reflect applicable State, local, and tribal laws and regulations, provided that the procurements conform to applicable Federal law and the standards identified in this part.
- (b) Non-Federal entities must maintain oversight to ensure that contractors perform in accordance with the terms, conditions, and specifications of their contracts or purchase orders.
- (c)(1) The non-Federal entity must maintain written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award and administration of contracts. No employee, officer, or agent may participate in the selection, award, or administration of a contract supported by a Federal award if he or she has a real or apparent conflict of interest. Such a conflict of interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract. The officers, employees, and agents of the non-Federal entity may neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. However, non-Federal entities may set standards for situations in which the financial interest is not substantial or the gift is an unsolicited item of nominal value. The standards of conduct must provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the non-Federal entity.
- (2) If the non-Federal entity has a parent, affiliate, or subsidiary organization that is not a state, local government, or Indian tribe, the non-Federal entity must also maintain written standards of conduct covering organizational conflicts of interest. Organizational conflicts of interest means that because of relationships with a parent company, affiliate, or subsidiary organization, the non-Federal entity is unable or appears to be unable to be impartial in conducting a procurement action involving a related organization.
- (d) The non-Federal entity's procedures must avoid acquisition of unnecessary or duplicative items. Consideration should be given to consolidating or breaking out procurements to obtain a more economical purchase. Where appropriate, an analysis will be made of

lease versus purchase alternatives, and any other appropriate analysis to determine the most economical approach.

- (e) To foster greater economy and efficiency, and in accordance with efforts to promote cost-effective use of shared services across the Federal Government, the non-Federal entity is encouraged to enter into state and local intergovernmental agreements or inter-entity agreements where appropriate for procurement or use of common or shared goods and services.
- (f) The non-Federal entity is encouraged to use Federal excess and surplus property in lieu of purchasing new equipment and property whenever such use is feasible and reduces project costs.
- (g) The non-Federal entity is encouraged to use value engineering clauses in contracts for construction projects of sufficient size to offer reasonable opportunities for cost reductions. Value engineering is a systematic and creative analysis of each contract item or task to ensure that its essential function is provided at the overall lower cost.
- (h) The non-Federal entity must award contracts only to responsible contractors possessing the ability to perform successfully under the terms and conditions of a proposed procurement. Consideration will be given to such matters as contractor integrity, compliance with public policy, record of past performance, and financial and technical resources. See also §200.213 Suspension and debarment.
- (i) The non-Federal entity must maintain records sufficient to detail the history of procurement. These records will include, but are not necessarily limited to the following: rationale for the method of procurement, selection of contract type, contractor selection or rejection, and the basis for the contract price.
- (j)(1) The non-Federal entity may use a time and materials type contract only after a determination that no other contract is suitable and if the contract includes a ceiling price that the contractor exceeds at its own risk. Time and materials type contract means a contract whose cost to a non-Federal entity is the sum of:
 - (i) The actual cost of materials; and
 - (ii) Direct labor hours charged at fixed hourly rates that reflect wages, general and administrative expenses, and profit.
- (2) Since this formula generates an open-ended contract price, a time-and-materials contract provides no positive profit incentive to the contractor for cost control or labor efficiency. Therefore, each contract must set a ceiling price that the contractor exceeds at its own risk. Further, the non-Federal entity awarding such a contract must assert a high degree of oversight in order to obtain reasonable assurance that the contractor is using efficient methods and effective cost controls.
- (k) The non-Federal entity alone must be responsible, in accordance with good administrative practice and sound business judgment, for the settlement of all contractual and administrative issues arising out of procurements. These issues include, but are not

limited to, source evaluation, protests, disputes, and claims. These standards do not relieve the non-Federal entity of any contractual responsibilities under its contracts. The Federal awarding agency will not substitute its judgment for that of the non-Federal entity unless the matter is primarily a Federal concern. Violations of law will be referred to the local, state, or Federal authority having proper jurisdiction.

[78 FR 78608, Dec. 26, 2013, as amended at 79 FR 75885, Dec. 19, 2014; 80 FR 43309, July 22, 2015]

§200.319 Competition.

- (a) All procurement transactions must be conducted in a manner providing full and open competition consistent with the standards of this section. In order to ensure objective contractor performance and eliminate unfair competitive advantage, contractors that develop or draft specifications, requirements, statements of work, or invitations for bids or requests for proposals must be excluded from competing for such procurements. Some of the situations considered to be restrictive of competition include but are not limited to:
 - (1) Placing unreasonable requirements on firms in order for them to qualify to do business;
 - (2) Requiring unnecessary experience and excessive bonding;
 - (3) Noncompetitive pricing practices between firms or between affiliated companies;
 - (4) Noncompetitive contracts to consultants that are on retainer contracts;
 - (5) Organizational conflicts of interest;
 - (6) Specifying only a “brand name” product instead of allowing “an equal” product to be offered and describing the performance or other relevant requirements of the procurement; and
 - (7) Any arbitrary action in the procurement process.

- (b) The non-Federal entity must conduct procurements in a manner that prohibits the use of statutorily or administratively imposed state, local, or tribal geographical preferences in the evaluation of bids or proposals, except in those cases where applicable Federal statutes expressly mandate or encourage geographic preference. Nothing in this section preempts state licensing laws. When contracting for architectural and engineering (A/E) services, geographic location may be a selection criterion provided its application leaves an appropriate number of qualified firms, given the nature and size of the project, to compete for the contract.

- (c) The non-Federal entity must have written procedures for procurement transactions. These procedures must ensure that all solicitations:
 - (1) Incorporate a clear and accurate description of the technical requirements for the material, product, or service to be procured. Such description must not, in competitive procurements, contain features which unduly restrict competition. The description may include a statement of the qualitative nature of the material, product or service to be procured and, when necessary, must set forth those minimum essential characteristics and standards to which it must conform if it is to satisfy its intended use. Detailed product specifications should be avoided if at all possible. When it is impractical or uneconomical to make a clear and accurate description of the technical requirements, a “brand name or equivalent” description may be used as a means to define the

performance or other salient requirements of procurement. The specific features of the named brand which must be met by offers must be clearly stated; and

(2) Identify all requirements which the offerors must fulfill and all other factors to be used in evaluating bids or proposals.

(d) The non-Federal entity must ensure that all prequalified lists of persons, firms, or products which are used in acquiring goods and services are current and include enough qualified sources to ensure maximum open and free competition. Also, the non-Federal entity must not preclude potential bidders from qualifying during the solicitation period.

[78 FR 78608, Dec. 26, 2013, as amended at 79 FR 75885, Dec. 19, 2014]

§200.320 Methods of procurement to be followed.

The non-Federal entity must use one of the following methods of procurement.

(a) Procurement by micro-purchases. Procurement by micro-purchase is the acquisition of supplies or services, the aggregate dollar amount of which does not exceed the micro-purchase threshold (§200.67 Micro-purchase). To the extent practicable, the non-Federal entity must distribute micro-purchases equitably among qualified suppliers. Micro-purchases may be awarded without soliciting competitive quotations if the non-Federal entity considers the price to be reasonable.

(b) Procurement by small purchase procedures. Small purchase procedures are those relatively simple and informal procurement methods for securing services, supplies, or other property that do not cost more than the Simplified Acquisition Threshold. If small purchase procedures are used, price or rate quotations must be obtained from an adequate number of qualified sources.

(c) Procurement by sealed bids (formal advertising). Bids are publicly solicited and a firm fixed price contract (lump sum or unit price) is awarded to the responsible bidder whose bid, conforming with all the material terms and conditions of the invitation for bids, is the lowest in price. The sealed bid method is the preferred method for procuring construction, if the conditions in paragraph (c)(1) of this section apply.

- (1) In order for sealed bidding to be feasible, the following conditions should be present:
 - (i) A complete, adequate, and realistic specification or purchase description is available;
 - (ii) Two or more responsible bidders are willing and able to compete effectively for the business; and
 - (iii) The procurement lends itself to a firm fixed price contract and the selection of the successful bidder can be made principally on the basis of price.

- (2) If sealed bids are used, the following requirements apply:
 - (i) Bids must be solicited from an adequate number of known suppliers, providing them sufficient response time prior to the date set for opening the bids, for local, and tribal governments, the invitation for bids must be publicly advertised;

- (ii) The invitation for bids, which will include any specifications and pertinent attachments, must define the items or services in order for the bidder to properly respond;
 - (iii) All bids will be opened at the time and place prescribed in the invitation for bids, and for local and tribal governments, the bids must be opened publicly;
 - (iv) A firm fixed price contract award will be made in writing to the lowest responsive and responsible bidder. Where specified in bidding documents, factors such as discounts, transportation cost, and life cycle costs must be considered in determining which bid is lowest. Payment discounts will only be used to determine the low bid when prior experience indicates that such discounts are usually taken advantage of; and
 - (v) Any or all bids may be rejected if there is a sound documented reason.
- (d) Procurement by competitive proposals. The technique of competitive proposals is normally conducted with more than one source submitting an offer, and either a fixed price or cost-reimbursement type contract is awarded. It is generally used when conditions are not appropriate for the use of sealed bids. If this method is used, the following requirements apply:
- (1) Requests for proposals must be publicized and identify all evaluation factors and their relative importance. Any response to publicized requests for proposals must be considered to the maximum extent practical;
 - (2) Proposals must be solicited from an adequate number of qualified sources;
 - (3) The non-Federal entity must have a written method for conducting technical evaluations of the proposals received and for selecting recipients;
 - (4) Contracts must be awarded to the responsible firm whose proposal is most advantageous to the program, with price and other factors considered; and
 - (5) The non-Federal entity may use competitive proposal procedures for qualifications-based procurement of architectural/engineering (A/E) professional services whereby competitors' qualifications are evaluated and the most qualified competitor is selected, subject to negotiation of fair and reasonable compensation. The method, where price is not used as a selection factor, can only be used in procurement of A/E professional services. It cannot be used to purchase other types of services though A/E firms are a potential source to perform the proposed effort.
- (e) [Reserved]
- (f) Procurement by noncompetitive proposals. Procurement by noncompetitive proposals is procurement through solicitation of a proposal from only one source and may be used only when one or more of the following circumstances apply:
- (1) The item is available only from a single source;
 - (2) The public exigency or emergency for the requirement will not permit a delay resulting from competitive solicitation;
 - (3) The Federal awarding agency or pass-through entity expressly authorizes noncompetitive proposals in response to a written request from the non-Federal entity; or

- (4) After solicitation of a number of sources, competition is determined inadequate.
 [78 FR 78608, Dec. 26, 2013, as amended at 79 FR 75885, Dec. 19, 2014; 80 FR 54409, Sept. 10, 2015]

§200.321 Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms.

- (a) The non-Federal entity must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.
- (b) Affirmative steps must include:
- (1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
 - (2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
 - (3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
 - (4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
 - (5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and
 - (6) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (1) through (5) of this section.

§200.322 Procurement of recovered materials.

A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

[78 FR 78608, Dec. 26, 2013, as amended at 79 FR 75885, Dec. 19, 2014]

§200.323 Contract cost and price.

- (a) The non-Federal entity must perform a cost or price analysis in connection with every procurement action in excess of the Simplified Acquisition Threshold including contract modifications. The method and degree of analysis is dependent on the facts surrounding the particular procurement situation, but as a starting point, the non-Federal entity must make independent estimates before receiving bids or proposals.

- (b) The non-Federal entity must negotiate profit as a separate element of the price for each contract in which there is no price competition and, in all cases, where cost analysis is performed. To establish a fair and reasonable profit, consideration must be given to the complexity of the work to be performed, the risk borne by the contractor, the contractor's investment, the amount of subcontracting, the quality of its record of past performance, and industry profit rates in the surrounding geographical area for similar work.
- (c) Costs or prices based on estimated costs for contracts under the Federal award are allowable only to the extent that costs incurred or cost estimates included in negotiated prices would be allowable for the non-Federal entity under Subpart E—Cost Principles of this part. The non-Federal entity may reference its own cost principles that comply with the Federal cost principles.
- (d) The cost plus a percentage of cost and percentage of construction cost methods of contracting must not be used.

§200.324 Federal awarding agency or pass-through entity review.

- (a) The non-Federal entity must make available, upon request of the Federal awarding agency or pass-through entity, technical specifications on proposed procurements where the Federal awarding agency or pass-through entity believes such review is needed to ensure that the item or service specified is the one being proposed for acquisition. This review generally will take place prior to the time the specification is incorporated into a solicitation document. However, if the non-Federal entity desires to have the review accomplished after a solicitation has been developed, the Federal awarding agency or pass-through entity may still review the specifications, with such review usually limited to the technical aspects of the proposed purchase.
- (b) The non-Federal entity must make available upon request, for the Federal awarding agency or pass-through entity pre-procurement review, procurement documents, such as requests for proposals or invitations for bids, or independent cost estimates, when:
 - (1) The non-Federal entity's procurement procedures or operation fails to comply with the procurement standards in this part;
 - (2) The procurement is expected to exceed the Simplified Acquisition Threshold and is to be awarded without competition or only one bid or offer is received in response to a solicitation;
 - (3) The procurement, which is expected to exceed the Simplified Acquisition Threshold, specifies a "brand name" product;
 - (4) The proposed contract is more than the Simplified Acquisition Threshold and is to be awarded to other than the apparent low bidder under a sealed bid procurement; or
 - (5) A proposed contract modification changes the scope of a contract or increases the contract amount by more than the Simplified Acquisition Threshold.
- (c) The non-Federal entity is exempt from the pre-procurement review in paragraph (b) of this section if the Federal awarding agency or pass-through entity determines that its procurement systems comply with the standards of this part.
 - (1) The non-Federal entity may request that its procurement system be reviewed by the Federal awarding agency or pass-through entity to determine whether its system meets these standards in order for its system to be certified. Generally, these reviews

must occur where there is continuous high-dollar funding, and third party contracts are awarded on a regular basis;

- (2) The non-Federal entity may self-certify its procurement system. Such self-certification must not limit the Federal awarding agency's right to survey the system. Under a self-certification procedure, the Federal awarding agency may rely on written assurances from the non-Federal entity that it is complying with these standards. The non-Federal entity must cite specific policies, procedures, regulations, or standards as being in compliance with these requirements and have its system available for review.

§200.325 Bonding requirements.

For construction or facility improvement contracts or subcontracts exceeding the Simplified Acquisition Threshold, the Federal awarding agency or pass-through entity may accept the bonding policy and requirements of the non-Federal entity provided that the Federal awarding agency or pass-through entity has made a determination that the Federal interest is adequately protected. If such a determination has not been made, the minimum requirements must be as follows:

- (a) A bid guarantee from each bidder equivalent to five percent of the bid price. The “bid guarantee” must consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of the bid, execute such contractual documents as may be required within the time specified.
- (b) A performance bond on the part of the contractor for 100 percent of the contract price. A “performance bond” is one executed in connection with a contract to secure fulfillment of all the contractor's obligations under such contract.
- (c) A payment bond on the part of the contractor for 100 percent of the contract price. A “payment bond” is one executed in connection with a contract to assure payment as required by law of all persons supplying labor and material in the execution of the work provided for in the contract.

§200.326 Contract provisions.

The non-Federal entity's contracts must contain the applicable provisions described in Appendix II to Part 200—Contract Provisions for non-Federal Entity Contracts Under Federal Awards.

TAB B: Checklist for Reviewing Procurements Under Grants by Non-Federal Entities (States, local and tribal governments, Institutions of Higher Education, Hospitals, and private non-profit organizations) –2 CFR pt. 200

This checklist was created to assist FEMA recipients and subrecipients in complying with the federal requirements that procurements must meet in order for FEMA to reimburse eligible expenses. Importantly, this checklist is intended to provide general guidance only and does not provide a detailed explanation of the Federal procurement requirements – it is not intended to serve as legal advice and FEMA makes no guarantee that adherence to this checklist will result in full reimbursement of eligible expenses. To understand the requirements fully, the user should review the provisions of 2 C.F.R. 200.317 – 326, <https://www.ecfr.gov/cgi-bin/text-idx?node=2:1.1.2.2.1.4.31&rgn=div7> which is the source of these requirements. FEMA’s in – depth guidance on these provisions can be found in its *Supplement to the Public Assistance Field Manual*. In addition, the user may review FEMA’s Field Manual, *Public Assistance Grantee and Subgrantee Procurement Requirements*, which is available on the internet by searching for “FEMA Procurement Field Manual.” While the Field Manual was drafted to specifically address the Federal procurement standards that were in effect prior to 26 December 2014 (44 C.F.R. § 13.36(a)-(i) – States, Local and Tribal Governments; and 2 C.F.R. § 215.40-48 – Institutions of Higher Education, Hospitals, and other Non-Profit Organizations), many of the concepts are similar or identical in substance, and thus remains an excellent tool for navigating the current Federal procurement standards. If any questions arise, please contact your servicing attorney or legal counsel for assistance.

2 C.F.R. § 200.317 – 326 became effective on December 26, 2014. For disasters (and their associated projects) declared prior to that date, the relevant procurement standards can continue to be found in 44 C.F.R. § 13.36(a)-(i) (States, local and tribal governments) and 2 C.F.R. § 215.40-48 (Institutions of Higher Education, Hospitals, and Private Non-Profits). As indicated above, while many of the concepts are similar or identical, there are some substantive differences between the old and the new standards. Accordingly, this checklist should not be used for procurements associated with declarations issued prior to 26 December 2014. Instead, see procurement standards Checklists 13.36 and 215.

Instructions: Each standard below is followed by a block for “Yes”, “No”, or in some cases, “Not applicable”. **Red font** is used to indicate the response which, if checked, indicates that the contract does not comply with federal requirements.

The term “non-Federal entity” (NFE) below refers to the entity that is conducting the procurement action (i.e., the state, local, or tribal government or private-non-profit entity).

1. Does the procurement comply with the State’s own procurement laws, rules, and procedures? §200.317 **Yes** **No**

2. Does the procurement comply with the requirement to make maximum use of recovered/recycled materials? § 200.317, § 200.322. **Yes** **No** **N/A – work does not involve the use of materials (e.g., debris removal or other services)**

3. Does the contract include the following clauses?

a. If the contract amount exceeds \$150,000, does it address **administrative, contractual, or legal remedies** in instances where contractors violate or breach contract terms, and provide for sanctions and penalties? Yes No N/A

b. If the contract amount exceeds \$10,000, does it address **termination for cause and for convenience, including the manner by which it will be effected and the basis for settlement?** Yes No N/A

c. If the contract is for construction, does it include the required **Equal Employment Opportunity clause?** Yes No N/A

d. For construction contracts exceeding \$2,000 awarded under a Federal grant, does the contract include a **Davis-Bacon Act clause and Copeland “Anti-Kickback” Act clause**ⁱ addressing prevailing wage rates? [Note that Public Assistance and Hazard Mitigation Grant Program contracts do NOT require these clauses.] Yes No N/A

e. If the contract amount exceeds \$100,000 and involves the employment of mechanics or laborers, does the contract include a **Contract Work Hours and Safety Standards clause?**ⁱⁱ Yes No N/A

a. Rights to Inventions Made Under a Contract or Agreement. **N/A**

b. If the contract or subgrant amount exceeds \$150,000, does the contract include clauses addressing the **Clean Air Act and the Federal Water Pollution Control Act?** Yes No N/A

c. Does the contract include mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. § 6201)? **Yes No**

d. Does the contract include a **Suspension and Debarment clause?** Yes Noⁱⁱⁱ

e. Does the contract include an **Anti-Lobbying clause?** **Yes No**

i. For contracts exceeding \$100,000, have bidders submitted an Anti-Lobbying Certification? Yes No N/A

f. Does the contract include a clause requiring the contractor to maximize use of **recovered/recycled materials?** Yes No N/A – work does not involve the use of materials (e.g., debris removal or other services)

If a State agency is awarding the contract, stop here. If the contract is being awarded by a local or tribal government or private nonprofit entity, continue with the checklist.



4. **General requirements**^{iv}

a. Does the procurement comply with the NFE's^v own procurement laws, rules, and procedures? §200.318(a) **Yes** **No**

b. Does the NFE maintain contract oversight to ensure that contractors perform in accordance with the terms, conditions, and specifications of their contracts or purchase orders? §200.318(b) **Yes** **No**

c. Does the NFE have - §200.318(c)(1):

i. Written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award and administration of contracts?
Yes **No**

ii. Any employee, officer, or agent participating in the selection, award, or administration of a contract supported by a Federal award that has an actual or apparent conflict of interest? **Yes** **No**

iii. Any employee, officer, or agent that has solicited and/or accepted gratuities, favors, or anything of monetary value from contractors or parties to subcontracts?
Yes **No**

iv. Written standards of conduct that provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the non-Federal entity. **Yes** **No**

d. If the non-Federal entity has a parent, affiliate, or subsidiary organization that is not a state, local government, or Indian tribe, does the non-Federal entity have written standards of conduct covering organizational conflicts of interest? § 200.318(c)(2) **Yes** **No** **N/A**

e. The NFE must avoid acquisition of unnecessary or duplicative items. Has the NFE considered consolidating or breaking out procurements to obtain a more economical purchase? Where appropriate, has the NFE considered lease versus purchase alternatives? § 200.318(d)
 Yes **No**

f. Is the contract being awarded to a responsible contractor possessing the ability to perform successfully under the terms and conditions of the proposed procurement, giving consideration to such matters as contractor integrity, compliance with public policy, record of past performance, and financial and technical resources? § 200.318(h) **Yes** **No**

g. Is the NFE keeping records sufficient to detail the history of the procurement, including, but not limited to, records documenting the rationale for the method of procurement, selection of contract type, contractor selection or rejection, and the basis for the contract price? § 200.318(i)
 Yes **No**

h. Is the contract a time-and-materials contract?^{vi} § 200.318(j) **Yes** **No**

i. If so, has the NFE documented why no other contract is suitable? **Yes** **No**

ii. Does the contract include a ceiling price that the contractor exceeds at its own risk?
 Yes **No**

i. *Is the NFE alone* responsible, in accordance with good administrative practice and sound business judgment, for the settlement of all contractual and administrative issues arising out of procurements? §200.318(k) **Yes** **No**

j. *Encouraged*, but not required standards at § 200.318(e), (f), and (g).

5. **Competition**

a. All procurement transactions must be conducted in a manner providing **full and open competition** consistent with the standards of this section. *Does the procurement involve any of the following*^{vii} § 200.319(a):

i. **Placing unreasonable requirements on firms in order for them to qualify to do business?** **Yes** **No**

ii. **Requiring unnecessary experience and excessive bonding?** **Yes** **No**

iii. **Noncompetitive pricing practices between firms or between affiliated companies?**^{viii} **Yes** **No**

iv. **Noncompetitive contracts to consultants that are on retainer contracts?**^{ix}
Yes **No**

v. **Organizational conflicts of interest?**^x **Yes** **No**

vi. **Specifying only a “brand name” product instead of allowing “an equal” product to be offered and describing the performance or other relevant requirements of the procurement?** **Yes** **No**

vii. **Any arbitrary action in the procurement process?** **Yes** **No**

b. Was the contractor that is bidding on the contract also involved with developing or drafting the specifications, requirements, statement of work, invitation for bids or request for proposals? (If so, that contractor must be excluded from competing for such procurements) § 200.319(a) **Yes** **No** **N/A**

c. *Does the contract include* a state or local geographic preference for local contractors?^{xi} § 200.319(b) **Yes** **No**

d. Do the NFE’s written procurement procedures ensure that all solicitations comply with the following: § 200.319(c)

i. Incorporate a clear and accurate description of the technical requirements for the material, product, or service to be procured? § 200.319(c)(1) **Yes** **No**

ii. Identify all requirements which the offerors must fulfill and all other factors to be used in evaluating bids or proposals? § 200.319(c)(2) **Yes** **No**

e. If the NFE is using a prequalified list of persons, firms, or products which are used in acquiring goods and services: § 200.319(d) **N/A**

i. Is the list current? **Yes** **No**

- ii. Does the list include enough qualified sources to ensure maximum open and free competition? Yes **No**
- iii. Were any potential bidders precluded from qualifying during the solicitation period?^{xii} **Yes** **No**

6. **Method of Procurement**

a. Is the NFE using one of the following acceptable methods of procurement? § 200.320

i. **Micro-purchase** (i.e., purchases below \$3,500, see, §200.67 Micro-purchases). § 200.320(a) **Yes** **No**

1. [Note: Micro-purchases may be awarded without soliciting competitive quotations if the non-Federal entity considers the price to be reasonable.]

2. To the extent practicable, is the NFE distributing micro-purchases equitably among qualified suppliers? **Yes** **No** **N/A – not practicable**

ii. **Small purchase procedures** § 200.320(b) **Yes** **No**

1. [Note: Small purchase procedures are those relatively simple and informal procurement methods for securing services, supplies, or other property that do not cost more than the **lesser** of either (1) the federal small purchase threshold (i.e., \$150,000), or (2) whatever amount State or local procurement rules set as the small purchase threshold – *if more restrictive than the federal threshold.*]

2. Did the NFE obtain price or rate quotations from an adequate number of qualified sources?^{xiii} **Yes** **No**

iii. **Sealed bids** § 200.320(c)^{xiv} **Yes** **No**

1. [Note: Bids are publicly solicited and a firm fixed price contract (lump sum or unit price) is awarded to the responsible bidder whose bid, conforming with all the material terms and conditions of the invitation for bids, is the lowest in price. Sealed bidding is the preferred method for procuring construction]

2. Are *all* of the following conditions to use sealed bidding present? § 200.320(c)(1) **Yes** **No**

a. A complete, adequate, and realistic specification or purchase description is available **Yes** **No**

b. Two or more responsible bidders are willing and able to compete effectively for the business **Yes** **No**

c. The procurement lends itself to a firm fixed price contract and the selection of the successful bidder can be made principally on the basis of price **Yes** **No**

3. *If sealed bids are used*, the following requirements apply: § 200.320(c)(2)

- a. Did the NFE solicit bids from an adequate number^{xv} of known suppliers, providing them sufficient response time prior to the date set for opening the bids? **Yes No**
- b. If the NFE is a local or tribal government, was the invitation for bids publicly advertised? **Yes No N/A**
- c. Did the invitation for bids include any specifications and pertinent attachments, and define the items or services in order for the bidder to properly respond? **Yes No**
- d. Did the NFE open all bids at the time and place prescribed in the invitation for bids? **Yes No**
- e. For local and tribal governments, were the bids opened publicly?
Yes No N/A
- f. Did the NFE award a firm fixed price contract award in writing to the lowest responsive and responsible bidder? **Yes No**
- g. If any bids were rejected, was there a sound documented reason supporting the rejection? **Yes No N/A**

iv. Procurement by competitive proposals § 200.320(d) Yes No

- 1. Did the NFE publicize the Requests for Proposals (RFPs) and identify all evaluation factors and their relative importance? **Yes** **No**
- 2. Did the NFE solicit proposals from an adequate number of qualified sources?^{xvi} **Yes** **No**
- 3. Did the NFE have a written method for conducting technical evaluations of the proposals received and for selecting recipients? **Yes** **No**
- 4. Did the NFE award the contract to the responsible firm whose proposal is most advantageous to the program, with price and other factors considered? **Yes** **No**
- 5. [Note regarding architectural/engineering (A/E) professional services: The NFE may use competitive proposal procedures for qualifications-based procurement of A/E professional services whereby competitors' qualifications are evaluated and the most qualified competitor is selected, subject to negotiation of fair and reasonable compensation. **The method, where price is not used as a selection factor, can only be used in procurement of A/E professional services. It cannot be used to purchase other types of services though A/E firms that are a potential source to perform the proposed effort.**]

v. Noncompetitive proposals § 200.320(f) Yes No

1. [Note: Procurement by noncompetitive proposals is procurement through solicitation of a proposal from only one (or an improperly limited number of) source(s)]
2. Do one or more of the following circumstances apply? **Yes No**
 - a. The item is available only from a single source **Yes No**
 - b. The public exigency or emergency for the requirement will not permit a delay resulting from competitive solicitation **Yes No**
 - c. The Federal awarding agency or pass-through entity expressly authorizes noncompetitive proposals in response to a written request from the non-Federal entity **Yes No**
 - d. After solicitation of a number of sources, competition is determined inadequate. **Yes No**

7. **Contracting with Small and Minority Businesses, Women's Business Enterprises, and Labor Surplus Area Firms**

- a. Has the NFE taken the following affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible? § 200.321 **Yes** **No** **N/A (document)**
 - i. Placing qualified small and minority businesses and women's business enterprises on solicitation lists? **Yes** **No** **N/A (document)**
 - ii. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources? **Yes** **No** **N/A – no potential sources (document)**
 - iii. Dividing total requirements, *when economically feasible*, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises? **Yes** **No** **N/A – not economically feasible (document)**
 - iv. Establishing delivery schedules, *where the requirement permits*, which encourage participation by small and minority businesses, and women's business enterprises? **Yes** **No** **N/A – the requirement does not permit (document)**
 - v. Using the services and assistance, *as appropriate*, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce **Yes No N/A – not appropriate (document)**
 - vi. Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed above? **Yes** **No** **N/A – no subcontracts will be let (document)**

8. **Contract cost and price**^{xvii}

a. If the contract amount (including contract modifications) exceeds \$150,000, did the NFE perform a cost or price analysis? § 200.323(a) **Yes** **No** **N/A**

b. Did the NFE negotiate profit as a separate element of the price for each contract in *which there is no price competition and, in all cases, where cost analysis is performed*? § 200.323(b) **Yes**
No **N/A**

c. Is the contract a “cost plus a percentage of cost” or “percentage of construction cost” contract?^{xviii} **[Note: This form of contract is prohibited under the Federal procurement standards and is ineligible for FEMA reimbursement]** **Yes** **No**

9. **Bonding requirements for construction or facility improvement contracts exceeding \$150,000**

a. [Note: For construction or facility improvement contracts or subcontracts exceeding the Simplified Acquisition Threshold (i.e., \$150,000), the Federal awarding agency or pass-through entity may accept the bonding policy and requirements of the non-Federal entity provided that the Federal awarding agency or pass-through entity has made a determination that the Federal interest is adequately protected.]

b. If such a determination (see above) has not been made, does the procurement include the following? **Yes** **No** **N/A**

i. A bid guarantee from each bidder equivalent to five percent of the bid price? **Yes** **No** **N/A**

1. The “bid guarantee” must consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of the bid, execute such contractual documents as may be required within the time specified.

ii. A performance bond on the part of the contractor for 100 percent of the contract price? **Yes** **No** **N/A**

1. A “performance bond” is one executed in connection with a contract to secure fulfillment of all the contractor’s obligations under such contract.

iii. A payment bond on the part of the contractor for 100 percent of the contract price.

1. A “payment bond” is one executed in connection with a contract to assure payment as required by law of all persons supplying labor and material in the execution of the work provided for in the contract.

Attachment E: Sample Debris Hauler Request for Proposals

RFP NUMBER: XXXXXX

Proposal Deadline:

Date
Time

**Request for Proposals
for
Disaster Debris Clearance and Removal Services**

Introduction

FEMA encourages municipalities to identify disaster debris clearance and removal service providers prior to an emergency. With this in mind, the City of _____, California (“City”) wishes to contract with one or more firms to provide services related to collection, reduction, recycling, hazardous waste management, demolition, processing, hauling, and final disposition of disaster-related debris.

SECTION 1. PROPOSAL OUTLINE AND CONTENT

To simplify the review process and to obtain the maximum degree of comparability, the proposal must follow the outline set forth below and, at a minimum, contain the information requested. Proposers are encouraged to include additional relevant information. At Proposers discretion, brochures may accompany required proposal materials; however, brochures will not be considered as substitution for other written requirements.

Proposal Format

The proposal must be typewritten and the original clearly marked and signed in blue ink. Legibility, clarity, and completeness are important and essential. Proposals must include labels that identify the sections of the proposal.

Letter of Transmittal

The letter of transmittal should be limited to two (2) pages and should include:

- a. A brief statement of the Proposer's understanding of the work to be done.
- b. The names, titles, addresses, and telephone numbers of the individuals who are authorized to make representations on behalf of the Proposer.
- c. A statement that (1) the person signing the transmittal letter is authorized to legally bind the Proposer, (2) the proposal shall remain firm for a period of 180 days from the date of receipt of best and final offers, and (3) the proposal will comply with the requirements of this Request for Proposal ("RFP").
- d. A statement indicating which vendor, if multiple vendors are proposing jointly, intends to act as prime point of contact for proposal evaluation questions and the delivery and maintenance of the vendor's proposed offerings.

Title Page

The title page should include the RFP subject and RFP number, the name and address of the Proposer, and the date of the proposal submission.

Table of Contents

The contents should be identified by section, description, and page number.

Certificate of Registration

The Proposer must furnish a "Certificate of Registration" that identifies the Proposer is authorized to conduct business in the State of California prior to the awarding of the contract.

Capabilities and Related Experience

Please provide a description of your organization's related experience and capabilities including a list of all projects completed within the last 2 years to include client references for each. Each Proposer must also provide a list of **all** debris removal, reduction, and disposal operations in excess of 200,000 cubic yards within the last 10 years where Proposer was the prime contractor and provide references for the communities where these operations took place. Each reference must include jurisdiction name, contact name, e-mail address, phone number, and description of project. Proposers that do not meet these minimum qualifications will not be considered.

Qualifications of Key Personnel

Proposers must provide a listing of key personnel who would be assigned to the project, including their training (including FEMA courses/training completed), certifications, and years of experience. Proposers should also indicate which personnel will be primary contacts, which will be dedicated staff, and what role each staff member will play in execution of the contracted services.

Description of Work

Detailed requirements for describing the work to be performed, scope of services, and proposed

costs are provided throughout this RFP.

Technical Proposal

Proposers should, at a minimum, provide the following information in the order listed below:

- a. Proposer background, with specific detail regarding work on similar projects performed in excess of 200,000 cubic yards
- b. Proposer technical experience regarding large-scale debris removal operations associated with flooding, severe storms, tornadoes, wild fires, earthquakes, or other natural or manmade disasters
- c. Organizational chart including proposed points of contact and a full-time project manager required to report to the City
- d. Training (including FEMA courses/training) and professional experience (include all professional certifications) of proposed staff
- e. A list of existing contracts, particularly those within the State of California
- f. References from existing contracts and/or past clients (must include references from the successful completion of debris removal projects in excess of 200,000 cubic yards) within the past 10 years
- g. A list of Sub-Contractors, including primary operating location(s)
- h. A one to two-page company profile with a brief description of the firm, capabilities, experience, contact information, website, and additional resources
- i. Detailed listing of Proposer’s equipment and resources highlighting equipment directly owned by the proposer
- j. A mobilization and operations plan
- k. Construction drawings for Occupational Health and Safety Administration (OSHA)-compliant temporary inspection towers
- l. Anti-collusion statement
- m. Proposer’s equipment and resource list – Proposers shall submit a list of on-site and off-site equipment that will be available at the collection site or facility. The list should include all fire prevention, safety, personal protective equipment (“PPE”), and other equipment that the Proposer determines suitable or necessary for the project.
- n. Spill and Fire Prevention Plan – Proposers shall submit spill prevention and fire prevention plans tailored to on-site activities at the debris management site (“DMS”) or facility.
- o. Contingency Plan – Proposers shall submit a format for a contingency plan and provide a description of notification procedures to the participants of on-site emergencies and evacuation of the participants in case of an emergency on site.
- p. Employee Training Plan– Proposers shall submit a comprehensive training plan and detailed training outline for each position involved in debris removal and DMS(s) operations. Proposers should include copies of any training manuals.
- q. Health and Safety Plan - Proposers shall submit information regarding their standard health and safety plan.
- r. Description of Proposer’s Safety Record – Proposers shall submit a listing of all warning notifications, violations, and/or citations received from pertinent federal and/or state agencies in the past three (3) years by the Proposer.

- s. Third-Party Certification – Proposer shall submit a listing of all third-party certifications such as ISO 9000 Series, ISO 14000 Series, etc.

Safety

Proposer shall be solely responsible for maintaining safety at all work sites. Proposer shall take all reasonable steps to ensure safety for both workers and visitors to the site(s) to include traffic control. Proposer will also be solely responsible to ensure that all OSHA requirements are met and a safety officer assigned to the project for the duration of this contract.

Indemnification

In order to protect City from liabilities associated with on-site activities, transportation, and inherent Comprehensive Environmental Response Compensation and Liability Act (“CERCLA”) liabilities involving disposal, the Proposer should supply its own labor and transportation, and dispose of waste at only EPA-permitted disposal facilities. The Proposer must agree to assume generator status and be responsible for preparing and signing all manifests related to the City’s household hazardous collection and/or disposal facility.

- a. Proposer agrees to and shall defend, indemnify, and hold City, their employees, officers, and legal representatives (collectively, “City”) harmless for all claims, causes of action, liabilities, fines, and expenses (including, without limitation, attorney’s fees, court costs, and all other defense costs and interest), for injury, death, damage, or loss to persons or pro is immune from liability or not; and
- b. City’s and Proposer’s actual or alleged strict products liability or strict statutory liability, whether Proposer is immune from liability or not.
- c. Proposer shall defend, indemnify, and hold City harmless during the term of this Agreement and for four (4) years after this Agreement terminates. Proposer shall not indemnify City for City’s sole negligence.

Release

Proposer, its predecessors, successors, and assigns hereby release, relinquish, and discharge City, its agents, employees, officers, and legal representatives from any liability arising out of City’s sole and/or concurrent negligence and/or City’s strict products liability or strict statutory liability for any injury, including death or damage to persons or property, where such damage is sustained in connection with or arising out of performance under this contract.

Insurance Requirements

Proposer shall obtain and maintain insurance coverage in effect during the term of this Agreement as set forth below and shall furnish certificates of insurance showing City as an Additional Insured, in duplicate form, prior to the beginning of the Agreement. Each policy, except those for Worker’s Compensation and Employer’s Liability, must (1) name City as Additional Insured parties on the original policy and all renewals or replacements, and (2) contain an endorsement that the policy is primary to any other insurance available to the Additional Insured with respect to claims arising under the Agreement. Proposer’s failure to maintain the required insurance coverage at any time during the contract period may be grounds for City to suspend the contract and to withhold payment until insurance coverage is satisfactory. The issuer of any policy shall have a certificate of authority to transact insurance business in the State of California or have a Best’s rating of at least A and a Best’s Financial Size Category of Class VII or better, according to the most current edition of the Best’s Key Rating Guide, Property-Casualty United States.

Standard insurance policies and minimum amounts required are as follows:

Commercial General Liability insurance for bodily and personal injury (including death) and property damage

Each occurrence not less than \$1,000,000

General aggregate not less than \$2,000,000

The coverage shall include (but not be limited to) personal injury liability, premises/operations, and products/completed operations

Worker's Compensation and Employer's Liability Insurance

a. Employers' Liability insurance of \$1,000,000 per occurrence

Worker's Compensation as required by statute

Automobile Liability (for vehicles Proposer uses in performing under the Agreement, including Employer's Owned, Non-Ownership, and Hired Auto Coverage) with broad pollution liability endorsement and MCS-90 endorsement

a. Combined Single Limit of \$1,000,000 per occurrence

Environmental Impairment Liability and/or Pollution Liability

a. \$3,000,000 per occurrence or claim and \$3,000,000 aggregate

Excess Liability

a. \$3,000,000 per occurrence and \$3,000,000 aggregate

Other Insurance

a. If requested by City, Proposer shall furnish adequate evidence of Social Security and Unemployment Compensation Insurance, to the extent applicable to Proposer's operations under the Agreement.

Defense costs are excluded from the face amount of the policy. Aggregate limits are per 12-month policy period unless otherwise indicated.

All of the insurance required to be carried by the Proposer hereunder shall be by policies that require on their face, or by endorsement, that the insurance carrier waive any rights of subrogation to recover against City and shall give thirty (30) days written notice to City before they may be cancelled or materially changed. Within such thirty (30)-day period, Proposer covenants that it will provide other suitable policies in lieu of those about to be cancelled or materially modified, or non-renewed, so as to maintain in effect the coverage required under the provisions hereof. Failure or refusal of the Proposer to obtain and keep in force the above-required insurance coverage shall authorize City, at its option, to terminate the Agreement at once. Proposer shall give written notice to City within five (5) days of the date on which total claims by any party against Proposer reduce the aggregated amount of coverage below the amounts required by the Agreement.

Proposer shall pay all insurance premiums, and City shall not be obligated to pay any premiums. Proposer shall be responsible for and bear any claims or losses to the extent of any deductible amounts and waives any claim it may have for the same against City.

If any part of the work is sublet, similar insurance shall be provided by or in behalf of the Sub-Contractor to cover their operations, and evidence such as insurance, satisfactory to City shall be furnished by the Proposer. In the event a Sub-Contractor is unable to furnish insurance in the limits required under the Agreement, the Proposer shall endorse the Sub-Contractor as an Additional Insured on his policies excluding Worker's Compensation and Employer's Liability.

Only unaltered original insurance certificates endorsed by the underwriter are acceptable. Photocopies are unacceptable.

Financial Assurance

Proposer must submit the most current, unqualified, audited financial statement or SEC Form 10K

for the proposing organization. Proposals submitted without the most current certified financial statement or U.S. Securities and Exchange Commission (“SEC”) Form 10K shall be considered non-compliant with the RFP.

Performance Bonds

To ensure faithful performance, the Contractor shall provide to the City and maintain a Performance Bond due upon issuance of a Notice to Proceed (NTP).

- (a) In the event the Contractor is notified by the City to commence disaster services in the form of a Notice to Proceed, the Contractor shall provide a Performance and Payment Bond to the City within seven days.
- (b) The Performance and Payment Bond shall be in an amount at least equal to the estimated price of the work as determined by the City and in such form and with such securities are acceptable to the City. The City may require the Contractor to furnish other bonds, in such form and with such sureties as it may require. If the estimated price of work is increased by a change order, the Contractor shall be responsible to ensure that the Performance and Payment Bond has been amended accordingly and of copy of the amendment shall be provided to the City's Debris Manager. The maximum amount of any Bond shall not exceed 10 million dollars. Upon the successful completion of work, the Performance and Payment Bonds shall be released by the City.
- (c) If the Surety on any bond furnished by the Contractor is declared bankrupt or becomes insolvent or its right to do business is terminated in the State of California or it ceases to meet the requirements imposed by the City, the Contractor shall within five (5) calendar days substitute another Bond and Surety, both of which shall be acceptable to the City.
- (d) If the Contractor cannot obtain another bond and surety within (5) calendar days, the City shall accept, and the Contractor shall provide an irrevocable letter of credit drawn on a City of _____, California bank until the bond and surety can be obtained.

Liquidated Damages

Should the Contractor fail to complete requirements set forth in this scope of work, the City shall suffer damage. The amount of damage suffered by the City is difficult, if not impossible to determine at this time, therefore the Contractor shall pay the City, as liquidated damages, the following:

- a. The Contractor shall pay the City, as liquidated damages, \$5,000.00 per calendar day of delay to mobilize in the City with the resources requested by the City, within seventy-two (72) hours of being issued a NTP.
- b. The Contractor shall pay the City, as liquidated damages, \$1,000.00 per load of disaster debris collected in the City that is not disposed of at a City approved DMS or City Designated Final Disposal Site. Application of liquidated damaged does not release the Contractor of all liability associated with hauling and depositing material to an unauthorized location.
- c. The Contractor shall pay the City, as liquidated damages, \$500.00 per incident where the Contractor fails to repair damages that are caused by the Contractor. Application of liquidated damages does not release the Contractor from the responsibility of resolving, repairing or paying for damages.
- d. If Contractor personnel, including their subcontractors, are documented collecting debris from areas that are not listed in a PO (i.e., private property, vacant lots, land clearing debris), then liquidated damages shall be assessed at \$1000.00 per incident. An incident shall entail each individual property as identified by a property identification number.

- e. All work, including site restoration of debris management sites, prior to close-out shall be completed within 30 calendar days after receiving notice from the City that the last load of debris has been delivered, unless the City initiates additions or deletions to the agreement in writing. Subsequent changes in completion times shall be equitably negotiated by both parties pursuant to applicable state and federal laws. Liquidated damages shall be assessed at \$2,000.00 per calendar day for any time over the maximum allowable time established.
- f. The amounts specified above are mutually agreed upon as reasonable and proper amount of damage the City should suffer by failure of the Contractor to complete requirements set forth in the scope of work.

Contract term

The initial contract term will be for five (5) years with an optional three (3) year and two (2) year extension allowing for a ten (10) year total contract term. Prices will be reviewed at each optional renewal and increased, if necessary, based on review of the consumer price index (“CPI”).

Retainage

The City will hold a 10% retainage on all Contractor invoices until satisfactory completion of the project and resolution of all damages.

SECTION 2. TERMS AND DEFINITIONS

Definitions of key terms used in this RFP are provided below.

Approved Final Disposal Site

A final disposal site approved in writing by the City.

Authorized Representative

City employees and/or contracted individuals designated by the City or City debris manager.

Cleanup Crew

A group of individuals or an individual employed by Contractor to collect disaster debris.

Construction and Demolition (“C&D”) Debris

Federal Emergency Management Agency (“FEMA”) Publication 104-009-2, Public Assistance Program and Policy Guide, defines eligible C&D debris as damaged components of buildings and structures, such as lumber and wood, gypsum wallboard, glass, metal, roofing material, tile, carpeting and other floor coverings, window coverings, pipe, concrete, asphalt, equipment, furnishings, and fixtures. (Note: This definition of C&D debris is for disaster recovery purposes and is not the same definition commonly used in other solid waste documents.) Current eligibility criteria include the following:

- a. Debris must be located within a designated area and be removed from an eligible applicant’s improved property or right-of-way (“ROW”).
- b. Debris removal must be the legal responsibility of the applicant.
- c. Debris must be a result of a major disaster.

Debris

Items and materials broken, destroyed, or displaced by a natural or human-caused federally declared disaster. Examples of debris include but are not limited to trees, C&D debris, and personal property.

Debris Management Site (“DMS”)

A location to temporarily store, reduce, segregate, and/or process debris before it is hauled to a final disposal site. May also be referred to as a temporary debris management site (“TDMS”) or temporary debris storage and reduction site (“TDSRS”) or temporary debris staging and processing facility (“TDSPP”).

Debris Manager

The City will designate a debris manager, who will provide oversight for all phases of debris removal operations.

Debris Removal

Picking up debris and taking it to a DMS, composting facility, recycling facility, permitted landfill, or other reuse or end-use facility.

Demolition

- a. The act or process of reducing a structure, as defined by the State of California or local code, to a collapsed state. It contrasts with deconstruction, which is the taking down of a building while carefully preserving valuable elements for reuse.
- b. Description of Designated Area
- c. The designated area for debris removal is bounded by City limits and includes all public ROWs, easements, parks, and debris staging areas within the areas of the City. The Proposer will remove debris from municipal roadways at the direction of the City. The City may also authorize the Proposer to remove debris from Non-City roadways or other areas as directed in writing by the City.

- d. All debris identified by City shall be removed. Proposer shall make up to two complete passes through the City’s limits, removing all debris along each ROW. The City may or may not require the Proposer to perform a third pass. Partial removal of debris piles is strictly prohibited. The Proposer shall not move from one designated area to another designated area without prior approval from the City or its representative. Any eligible debris (such as fallen trees) that extends onto the ROW from private property shall be cut at the point where it enters the ROW, and the part of the debris that lies within the ROW shall be removed. The Proposer shall not enter onto private property during the performance of this contract unless specifically authorized in writing by the City.
- e. Proposer shall deliver debris to DMS and final disposal sites that have been permitted to receive disaster debris and will adhere to all local, state, and federal regulations.
- f. Debris shall be reasonably compacted into the hauling vehicle. No limbs or branches shall be allowed to protrude more than six (6) inches beyond the sides of the truck bed. Any debris extending above the top of the truck bed shall be secured in place to prevent it from falling off. Measures must be taken to prevent debris from blowing out of the hauling vehicle during transport to the disposal site.
- g. All debris will be mechanically loaded. Hauling vehicles that are hand-loaded or that require mechanical assistance for dumping will not be permitted to dump at DMS(s), unless approved in advance by City.
- h. Loose leaves and small debris in excess of one (1) bushel basket shall be removed within the designated area. No debris shall be left on the road surface. No single piece of debris larger than six (6) inches in any dimension shall be left on site. Hand crews and rakes will be required.
- i. The Proposer will provide an on-site project manager to the City. The project manager shall provide the City with a telephone number at which the project manager can be reached throughout the project. The project manager will be expected to have daily meetings with City representatives. Daily meeting topics will include (but will not be limited to) volume of debris collected, completion progress, local coordination, and damage repairs. City may adjust the frequency of meetings. Proposer project manager must be available 24 hours-a-day, or as required by the City.
- j. City does not warrant or guarantee the availability or use of any final disposal sites. Proposer must coordinate directly with owners of all final disposal sites. All final disposal sites must be approved in writing by the City.
- k. Proposer will remain legally responsible for the handling, reduction, and final haul-out and disposal of all reduced and unreduced debris from DMS sites. Payment for disposal costs (such as tipping fees) incurred by the Proposer at permitted disposal facilities, or other City-approved sites that meet local, state, and federal regulations for disposal, will be made at the cost incurred by the Proposer. The Proposer must furnish a copy of the invoice received by the disposal facility, all scale or load tickets issued by the disposal facility, and proof of Proposer payment to the disposal facility.
- l. Proposer shall conduct the work so as not to interfere with the disaster response and recovery activities of federal, state, and local governments or agencies, or of any public utilities.
- m. Proposer shall be capable of assembling, directing, and managing a workforce that can be fully operational in debris management operations in a maximum of seventy-two (72) hours or sooner, depending on the extent of the disaster. Operations must begin within seventy-two (72) hours of notification by the City. Depending on the category of the event, the City may request immediate mobilization.
- n. Debris management activities reimbursed through federal disaster programs may occur in areas protected by the Endangered Species Act. For any project that requires a federal permit or receives federal funding is subject to Section 7 (see Section 2.13 Endangered

Species Act). Proposer and City will comply with the findings of the Section 7 Endangered Species Act consultation, if applicable.

Disaster-Specific Guidance (“DSG”)

A policy statement issued in response to a specific post-event situation or need in a state or region. Each DSG is issued a number and is generally referred to by its numerical identification.

Eligible

Qualifying for and meeting the most current stipulated requirements (at the time the written Notice to Proceed is issued and executed by the City to the Proposer) of the FEMA Public Assistance Grant Program, FEMA Publication 104-009-2 (additional information below), and all current FEMA fact sheets, guidance documents, and DSGs. Eligible also includes meeting any changes in definition, rules, or requirements regarding debris removal reimbursement as stipulated by FEMA during the course of a debris removal project.

Endangered Species Act

Section 7 of the Endangered Species Act, (See [50 CFR Part 402](#)), requires all federal agencies to consult with the National Marine Fisheries Service (“NMFS”) for marine and anadromous species, or the U.S. Fish and Wildlife Service (“FWS”) for fresh-water and wildlife, if they are proposing an action that may affect listed species or their designated habitat. “Action” is defined broadly to include funding, permitting, and other regulatory actions. (See [50 C.F.R. § 402.02](#).)

Each federal agency is to ensure that any action they authorize, fund, or carry out is not likely to jeopardize the continued existence of a listed species or result in the destruction or adverse modification of a designated critical habitat. This is done through consultation. If such species may be present, the local government must conduct a biological assessment (“BA”) to analyze the potential effects of the project on listed species and critical habitat to establish and justify an effect determination (assistance and coordination may be available from the State of California, especially with transportation projects). The federal agency reviews the BA and, if it concludes that the project may adversely affect a listed species or its habitat, it prepares a biological opinion. The biological opinion may recommend reasonable and prudent alternatives to the proposed action to avoid jeopardizing or adversely modifying the habitat.

FEMA Publication 104-009-2 Public Assistance Program and Policy Guide

This publication is specifically dedicated to the rules, regulations, and policies associated with public assistance programs and the debris removal process. Familiarity with this publication and any revisions can help a local government limit the amount of non-reimbursable expenses. The Public Assistance Program and Policy Guide provides the framework for the debris removal process authorized by the Stafford Act, including the following:

- a. Eliminating immediate threats to lives, public health, and safety.
- b. Eliminating immediate threats of significant damage to improved public or private property.
- c. Ensuring the economic recovery of the affected community to the benefit of the community at large.

Grinding

Reduction of disaster-related vegetative debris through mechanical means into small pieces to be used as mulch or fuel. Grinding may also be referred to as chipping or mulching.

Hazardous Hanging Limbs

A limb that poses significant threat to the public. The current eligibility requirements for hazardous hangers according to FEMA Publication 104-009-2 are:

- a. The limbs or branches extend over the public ROW;

- b. The broken limbs or branches measure two inches or larger in diameter at the point of breakage; and
- c. The limbs or branches are still hanging in a tree and threatening a public use area, e.g. trails, sidewalks, golf cart path.

Hazardous Leaning Tree

A tree is considered hazardous if its condition was caused by the disaster; it is an immediate threat to lives, public health and safety, or improved property; it has a diameter of six (6) inches or greater measured 4.5 feet above ground level; and one or more of the following criteria are met (according to FEMA Publication 104-009-2):

- a. The tree has a split trunk.
- b. The tree has a broken canopy.
- c. The tree is leaning at an angle greater than thirty (30) degrees.

Hazardous Stump

A stump is defined as hazardous and eligible for reimbursement if all of the following criteria are met. The current eligibility requirements for hazardous hangers according to FEMA Publication 104-009-2 are:

- a. The stump has fifty (50) percent or more of the root ball exposed.
- b. The stump is 2 feet or larger in diameter when measured 2 feet from the ground.
- c. The stump is located on a public ROW.
- d. The stump poses an immediate threat to public health and safety.

Loose stumps (not attached to the ground) and stumps under two feet in diameter measured 2 feet from the ground and meeting the criteria 2.18.1 (a) (c) and (d) above will be removed as ROW Vegetative Debris as outlined in Section 3.2.

Historic Preservation

In certain instances, debris operations may occur in designated areas (for example, DMS locations or private property) that are subject to historical preservation rules and regulations.

Household Hazardous Waste (“HHW”)

The Resource Conservation and Recovery Act (“RCRA”) defines hazardous waste as materials that are ignitable, reactive, toxic, corrosive, or meet other listed criteria. Examples of eligible HHW include items such as paints, cleaners, pesticides, etc. The eligibility criteria for HHW are as follows:

- a. HHW must be located within a designated area and be removed from an eligible applicant’s improved property or ROW.
- b. HHW removal must be the legal responsibility of the applicant.
- c. HHW must be a result of a major disaster.

The collection of commercial disaster-related hazardous waste is generally not eligible for reimbursement. Commercial hazardous waste will only be collected by Proposer with written authorization by City. Hazardous waste must be disposed of in accordance with all rules and regulations of local, state, and federal regulatory agencies.

Monitor

Person that observes day-to-day operations of debris removal crews and provides documentation

of contract line items as well as QA/QC of documentation completed in the field. FEMA sets forth guidelines for eligibility. Eligibility determinations are not complete until they are reviewed by QA/QC staff prior to the approval of invoices. Monitor and Proposer must work together to ensure eligible work is being performed meeting the City's expectations and contractual requirements and complying with all applicable federal, state, and local regulations. May also be referred to as a field inspector.

Personal Protective Equipment (PPE)

Equipment worn to minimize exposure to a variety of hazards.

Recycling

A tree is considered hazardous if its condition was caused by the disaster; it is an immediate threat to lives, public health and safety, or improved property; it has a diameter of six (6) inches or greater measured 4.5 feet above ground level; and one or more of the following criteria are met (according to FEMA Publication 104-009-2):

A stump is defined as hazardous and eligible for reimbursement if all of the following criteria are met. The current eligibility requirements for hazardous hangers according to FEMA Publication 104-009-2 are:

In certain instances, debris operations may occur in designated areas (for example, DMS locations or private property) that are subject to historical preservation rules and regulations

The Resource Conservation and Recovery Act ("RCRA") defines hazardous waste as materials that are ignitable, reactive, toxic, corrosive, or meet other listed criteria. Examples of eligible HHW include items such as paints, cleaners, pesticides, etc. The eligibility criteria for HHW are as follows:

The collection of commercial disaster-related hazardous waste is generally not eligible for reimbursement. Commercial hazardous waste will only be collected by Proposer with written authorization by City. Hazardous waste must be disposed of in accordance with all rules and regulations of local, state, and federal regulatory agencies.

Refrigerant

Ozone-depleting compound that must be removed from white goods or other refrigerant-containing items prior to recycling or disposal.

Right-of-Entry (ROE)

As used by FEMA, the document by which a property owner confers to the City or its Proposer or the U.S. Army Corps of Engineers the right to enter onto private property for a specific purpose without committing trespass.

Right-of-Way (ROW)

The portions of land over which facilities such as highways, railroads, or power lines are built. It includes land on both sides of the facility up to the private property line.

Scale/Weigh Station

A scale used to weigh trucks as they enter and leave a landfill. The difference in weight determines the tonnage dumped and a tipping fee is charged accordingly. It also may be used to determine the quantity of debris picked up and hauled.

Tipping Fee

A fee charged by landfills or other waste management facilities based on the weight or volume of debris dumped. May also be referred to as a disposal fee.

Used Electronics

End-of-life electronics (typically televisions, computers, and related components) that have been

damaged by the disaster. May also be referred to as e-waste.

Vegetative Debris

Damaged and disturbed trees, tree limbs, bushes, shrubs, brush, untreated lumber, and wood products.

Remains of standing trees that are clearly damaged beyond salvage.

White Goods

As outlined in FEMA Publication 104-009-2, eligible white goods are defined as discarded household appliances such as refrigerators, freezers, air conditioners, heat pumps, ovens, ranges, washing machines, dryers, and water heaters. White goods can contain ozone-depleting refrigerants, mercury, or compressor oils that the federal Clean Air Act prohibits from being released into the atmosphere. The Clean Air Act specifies that only qualified technicians can extract refrigerants from white goods before they can be recycled. The eligibility criteria for white goods are as follows:

- a. White goods must be located within a designated area and be removed from an eligible applicant's improved property or ROW.
- b. White goods removal must be the legal responsibility of the applicant.
- c. White goods must be a result of a major disaster.

SECTION 3. SCOPE OF WORK AND RATE SCHEDULE ITEMS

Proposer shall have the capacity to manage a major workforce with multiple Sub-Contractors and to cover the expenses of a major recovery prior to being paid by City. Established management teams must be in place. Proposer shall have the resources to provide the equipment and personnel necessary to cover a disaster. Upon activation by the City, the Proposer must have the capability to have equipment and operators on site within 72 hours to respond to the incident. Proposer shall have experience in five (5) debris removal, reduction, and disposal operations in excess of 200,000 cubic yards within the past ten (10) years where the Proposer was the prime Contractor.

It shall be Proposer’s responsibility to load, transport, reduce, and properly dispose of all disaster-generated debris once City issues a Notice to Proceed to Contractor, unless otherwise directed in writing by the City. The City reserves the right to utilize one or more Contractors to remove debris efficiently. The City also reserves the right to utilize different Contractors for various elements including, but not limited to, emergency road clearance, right of way debris removal, and DMS management.

Payment for disposal costs (such as tipping fees) incurred by Proposer at a City-approved final disposal site that meets local, state, and federal regulations for disposal will be reimbursed by City as a pass-through cost. Prior to reimbursement by the City, Proposer must furnish an invoice in hard copy and electronic formats, all scale or load tickets issued by the disposal facility, and proof of Proposer payment to the disposal facility.

The scope of work under this contract includes the following elements:

Emergency Road Clearance

Under this contract, work shall consist of all labor, equipment, fuel, and miscellaneous costs necessary to clear and remove debris from City roadways and waterways to make them passable immediately following a declared disaster. All roadways designated by the City shall be clear and passable within a reasonable amount of time as overseen by the City. What constitutes a reasonable period for emergency push operations will be defined by the City at the time of a notice to proceed. This may include roadways in municipalities within the City. Roadways will be cleared as directed by the City. The Proposer shall assist the City and its representatives in ensuring proper documentation of emergency road clearance activities by documenting the type of equipment and/or labor utilized (that is, certification), starting and ending times, and zones/areas cleared. Services performed under this contract element will be compensated using a mutually agreed upon Hourly Labor and Equipment Price Schedule (Schedule 1).

ROW Vegetative Debris Removal

Under this contract, work shall consist of all labor, equipment, fuel, traffic control costs, toll costs, and other associated costs necessary to pick up and transport eligible disaster-related vegetative debris from the City ROW to a City-approved DMS or approved final disposal site in accordance with all federal, state, and local regulations.

- a. Vegetative debris in the City ROW is defined as debris resulting from a hurricane or other natural or human-caused disaster, which has been or will be placed along public ROWs, easements, City parks, alleys, City debris staging areas, and other areas as designated by the City.
- b. For the purposes of this contract, eligible vegetative debris that is piled in immediate proximity to the actual legal street ROW and that is accessible from the ROW line with loading equipment (that is, not behind a fence or other physical obstacle) will be deemed

to be on the ROW and is to be removed.

- c. Proposer will remove vegetative debris as directed by the City.
- d. All Eligible debris will be removed from each location before proceeding to the next location, unless otherwise directed by City or its authorized representative.
- e. Proposer must provide traffic control as conditions require or as directed by the City.
- f. Entry onto private property for the removal of Eligible vegetative debris will only be permitted when directed by the City or its authorized representative. City will provide specific ROE legal and operational procedures.

ROW C&D Debris Removal

Under this contract, work shall consist of all labor, equipment, fuel, traffic control costs, toll costs, and other associated costs necessary to pick up and transport eligible C&D debris from the City ROW to a City-approved DMS or final disposal site in accordance with all federal, state, and local regulations.

- a. C&D debris in the City ROW is defined as disaster-generated debris that has been or will be placed along public ROW, easements, City parks, alleys, and City debris staging areas.
- b. For the purposes of this contract, Eligible C&D debris that is piled in immediate proximity to the ROW and that is accessible from the ROW line with loading equipment (that is, not behind a fence or other physical obstacle) will be deemed to be on the ROW and is to be removed.
- c. Proposer will remove C&D debris from the ROW as directed by the City.
- d. Once the debris removal vehicle has been issued a load ticket from the City’s authorized representative, the debris removal vehicle will proceed immediately to a City-approved DMS or final disposal site as specified by the City. The debris removal vehicle will not collect additional debris once a load ticket has been issued.
- e. All Eligible debris will be removed from each location before proceeding to the next location, unless otherwise directed by the City or its authorized representative.
- f. Proposer must provide traffic control as conditions require or as directed by the City.
- g. Entry onto private property for the removal of Eligible C&D debris will only be permitted when directed by the City or its authorized representative. City will provide specific ROE legal and operational procedures.
- h. C&D debris must be monitored for the collection, complete haul, and delivery at the approved DMS or final disposal sites. City or authorized representative will obtain the original copy of the disposal or scale ticket showing the inbound and outbound collection vehicle weights.

Demolition, Removal, Transport, and Disposal of Non-RACM Structures

Under this contract, work shall consist of all labor, equipment, fuel, traffic control costs, toll costs, and other associated costs necessary to decommission, demolish, and dispose of eligible non-regulated asbestos-containing material (“non-RACM”) structures on private property within the jurisdictional limits of the City. Under this service, work will include asbestos-containing material (“ACM”) testing, decommissioning, structural demolition, debris removal, and site remediation. Further, eligible debris generated from the demolition of non-RACM structures, as well as scattered C&D debris on private property, will be transported to a City-approved final disposal site in accordance with all federal, state, and local regulations.

- a. Removal and transportation of demolished structures and scattered C&D debris on private property will be performed as identified by the City.
- b. Entry onto private property will only be permitted when directed by the City. City will provide specific ROE legal and operational procedures.
- c. Proposer is required to strictly adhere to all local, state, and federal regulations (such as obtaining demolition permits) for the demolition, handling, and transportation of non-RACM structures.
- d. Decommissioning consists of the removal and disposal of all HHW, used electronics, white goods, and scrap tires from a non-RACM structure at a properly sanctioned facility in accordance with all applicable federal, state, and local regulations.
- e. Any structurally unsound and unsafe structures will be identified and presented to the City for direction regarding decommissioning.
- f. Removal and transportation of eligible non-RACM demolished structures and eligible scattered C&D debris on private property will be performed as directed in writing by the City's authorized representative.
- g. Once the debris removal vehicle has been issued a load ticket from the City's authorized representative, the debris removal vehicle will proceed immediately to a City-approved final disposal site. The debris removal vehicle will not collect additional debris once a load ticket has been issued.
- h. Entry onto private property for the removal of eligible C&D debris will only be permitted when directed in writing by the City or its authorized representative. City will provide specific ROE legal and operational procedures for private property debris removal programs if requested.

Demolition, Removal, Transport, and Disposal of RACM Structures

Under this contract, work shall consist of all labor, equipment, fuel, traffic control costs, toll costs, and other associated costs necessary to decommission, demolish, and dispose of eligible RACM structures on private property within the jurisdictional limits of the City. Under this service, work will include ACM testing, decommissioning, structural demolition, debris removal, and site remediation. Further, eligible debris generated from the demolition of structures, as well as eligible scattered C&D debris on private property, will be transported to a City-approved final disposal site in accordance with all federal, state, and local regulations.

- a. Proposer is required to strictly adhere to all local, state, and federal regulatory requirements (such as obtaining demolition permits, burrito wrapping of debris, etc.) for the demolition, handling, and transportation of RACM structures.
- b. Decommissioning consists of the removal and disposal of all HHW, e-waste, white goods, and scrap tires from an RACM structure at a properly sanctioned facility in accordance with all applicable local, state, and federal regulations.
- c. Any structurally unsound and unsafe structures will be identified and presented to the City for direction regarding decommissioning.
- d. Removal and transportation of eligible RACM demolished structures and eligible scattered C&D debris on private property will be performed as directed in writing by the City's authorized representative.
- e. Once the debris removal vehicle has been issued a load ticket from the City's authorized representative, the debris removal vehicle will proceed immediately to a City-approved

final disposal site that accepts RACM debris. The debris removal vehicle will not collect additional debris once a load ticket has been issued.

- f. Entry onto private property for the removal of eligible C&D debris will only be permitted when directed in writing by the City or its authorized representative. City will provide specific ROE legal and operational procedures for private property debris removal programs if requested.

DMS Management and Operations

Under this contract, work shall consist of all labor, equipment, fuel, traffic control costs, toll costs, and other associated costs necessary to manage and operate DMS(s) for the acceptance, management, segregation, staging, and reduction of disaster debris. Reduction methods must be approved by the City prior to commencement of reduction activities. DMS layouts and ingress and egress plans must be approved by the City. City may provide Proposer with potential DMS(s). Proposer will be responsible for documenting the condition of the sites prior to their use as DMS(s), and for returning the DMS(s) to their original condition, abiding by all state and federal environmental regulatory requirements, and the following:

- a. If City DMS locations are identified, the Proposer will be provided with the address, Global Positioning System (“GPS”) coordinates, and estimated acreage of each DMS.
- b. Based on the severity of the disaster, City may require Proposer to locate additional sites to be used as DMS(s). If private sites are identified to be leased, the Proposer may be tasked with executing the lease and could bill these costs to the City as a pass-through cost.
- c. The Proposer will be responsible for conducting pre-condition baseline underground water and soil sampling and testing of DMS as well as comparable closeout sampling and testing.
- d. DMS(s) operations and remediation must comply with all local, state, and federal safety and environmental standards. Proposer reduction, handling, disposal, and remediation operations must be approved in writing by the City.
- e. City reserves the right to inspect the DMS(s), verify quantities, and review operations at any time.

Managing DMS location includes helping to obtain necessary local, state, and federal permits or approval and operating in accordance with all rules and regulations of local, state, and federal regulatory agencies, which may include but are not limited to the U.S. Environmental Protection Agency (“EPA”), California Environmental Protection Agency (“CalEPA”), California Department of Resources Recycling and Recovery (CalRecycle), California Office of Historical Resources, or other State and County agencies. Proposer shall also be responsible for all costs associated with third-party groundwater and soil testing.

- a. Debris at the DMS(s) will be clearly segregated and managed independently by debris type (C&D, vegetative, white goods, and other scope of service items), program (ROW collection, private property debris removal, etc.), as outlined in Section 2.10 Description of Designated Area.
- b. Proposer is responsible for maintaining the DMS(s) approach and interior road(s) for all weather conditions for the entire period of debris hauling, including provision of crushed concrete for any roads that require stabilization for ingress and egress.
- c. Proposer is responsible for all associated costs necessary to provide DMS(s) traffic control (for example, traffic cones and staff with traffic flags).
- d. Proposer is responsible for all associated costs necessary to provide DMS(s) dust control

and erosion control (for example, an operational water truck, silt fencing, and other best management practices).

- e. Proposer is responsible for providing twenty-four (24)-hour security at DMS(s).
- f. Proposer will only permit Proposer vehicles and others specifically authorized by the City or its authorized representative on DMS locations.
- g. Proposer is responsible for all associated costs necessary to provide DMS(s) utilities (for example, water, lighting, and portable toilets).
- h. Proposer is responsible for all associated costs necessary to provide DMS(s) fire protection (for example, an operational water truck [sufficient and equipped for fire protection], fire breaks, and a site foreman).
- i. Proposer is responsible for all associated costs necessary to provide qualified personnel, as well as lined containers or containment areas, for the segregation of visible HHW/contaminants that may be mixed with disaster debris. The cost associated with qualified personnel and lined containers/containment areas for HHW/contaminant segregation is reflected in this scope of work. The City will be responsible for disposing of HHW/contaminant material segregated and stored in lined containers at the DMS(s)
- j. Proposer shall provide tower(s) from which the City or its authorized representative can make volumetric load calls. The tower provided by the Proposer will meet required minimum specifications, detailed in Section 3.20 Debris Site Tower Specifications.
- k. Proposer is responsible for operating the DMS(s) in accordance with OSHA, EPA, and CalEPA and CalRecycle guidelines.
- l. Upon completion of haul-out activities, the Proposer shall restore the site to its original condition prior to site use at their own expense, abide by all local, state, and federal environmental regulatory requirements, and obtain a written release from the City or its authorized representative. Site remediation will include (but is not limited to) ensuring all debris, mulch, and other residual material is adequately removed, returning the original site grade and other physical features including sodding if necessary. Site remediation will also include returning all utilized sites to their original condition as verified through soil and groundwater samples. Site remediation will abide by all state and federal environmental regulatory requirements and is subject to final approval by the City, CalEPA and/or CalRecycle. Site remediation does not include restoring fencing, concession stands, lighting, and other permanent structures that may have been demolished at the City's direction for DMS(s) operations.

DMS Management and Reduction by Grinding

- a. Under this contract, work shall consist of all labor, equipment, fuel, and miscellaneous costs necessary to reduce disaster debris by grinding. Reduction methods are at the discretion of the City. Grinding must be approved by the City prior to commencement of reduction activities.
- b. All unreduced disaster debris must be staged separately from reduced debris at the DMS(s).
- c. Grinding activities must begin within seven days of the opening of the DMS with adequate equipment available to process the type of debris entering the site and prevent stockpiling of excess debris at the DMS.
- d. Proposer must obtain City's approval to reduce C&D debris. If approved for reduction by the City, C&D debris must be reduced via grinding in order for the City to compensate the

Proposer for reduction. Incineration, mauling or driving over of C&D are not acceptable methods of C&D reduction.

DMS Management and Reduction by Incineration

- a. Under this contract, work shall consist of all labor, equipment, fuel, and miscellaneous costs necessary to reduce disaster debris by incineration. Reduction methods (controlled open-air incineration and air curtain burning) are at the discretion of the City. Incineration must be approved by the City prior to commencement of reduction activities.
- b. All unreduced disaster debris must be staged separately from reduced debris at the DMS(s).

Haul-Out of Reduced Debris from DMS to Final Disposal Site

- a. Under this contract, work shall consist of all labor, equipment, fuel, traffic control costs, and associated costs necessary to load and transport reduced eligible material (such as ash, compacted C&D, or mulch) from a City-approved DMS(s) to a City-approved final disposal site in accordance with all local, state, and federal regulations.
- b. All unreduced disaster debris must be transported to a final disposal site separately from reduced debris.
- c. Proposer shall provide the name and address of each disposal site to be used along with the name and the telephone number of a responsible party for each site, prior to commencing the work.
- d. Proposer shall not use any disposal site without the written consent of the City. All costs and fees associated with the disposal of debris shall be reviewed for reasonableness by the City prior to issuing any such authorization.
- e. Proposer shall initiate and manage the execution of a written three-party agreement between the disposal site owner/operator, Proposer, and City for permission to post a City inspector at the site for verification of each load disposed.
- f. Proposer shall provide a sufficient number of debris site towers and/or certified scales meeting City specifications to provide for the efficient delivery of waste streams without excessive wait times. The City shall decide what constitutes an excessive wait time. To the extent that the City determines that additional towers and/or scales are required, additional towers must be operational within forty-eight (48) hours of the City’s request and certified scales must be operational within five (5) business days of the City’s request.
- g. At the completion of disposal operations, each disposal site will issue a written summary of the quantity, type, and origin of waste delivered.
- h. Proposer shall not receive any payment from the City for haul-out or load tickets related to reduced or unreduced debris transported and disposed of at a final disposal site that was not approved by City.

Removal of Hazardous Leaning Trees and Hanging Limbs

Under this contract, work shall consist of all labor, equipment, fuel, traffic control costs, toll costs, and other associated costs necessary to remove all eligible hazardous leaning trees six (6) inches or greater in diameter, measured four and a half (4.5) feet from the base of the tree, and eligible hazardous hanging limbs two (2) inches or greater in diameter at the point of the break and in the City ROW. Further, debris generated from the removal of eligible hazardous leaning trees and eligible hazardous hanging limbs two (2) inches or greater in diameter at the point of the break and in the City ROW will be placed in the safest possible location on the City ROW and subsequently removed in accordance with Section 3.2 of this RFP. Eligible hazardous leaning

trees less than six (6) inches in diameter, measured four and a half (4.5) feet from the base of the tree, will be flush cut, loaded, and removed in accordance with Section 3.2 of this RFP. The City will not compensate the Proposer for cutting leaning trees less than six (6) inches in diameter on a unit rate basis. The collection of all eligible hazardous leaning trees and eligible hazardous hanging limbs must be performed on the same day as the cut work. If there is insufficient room for safe placement along the City ROW, then the Proposer must load the resulting debris as eligible hazardous leaning trees or eligible hazardous hanging limbs as they are removed.

- a. Eligible hazardous leaning trees will be identified by the City or its authorized representative for removal. Removal and transportation of hazardous leaning trees six (6) inches or greater in diameter on the City ROW or private property will be performed as identified by the City or authorized representative. All disaster-specific eligibility guidelines regarding size and diameter of hazardous leaning trees will be communicated to the Proposer in writing by the City or authorized representative. For hazardous leaning trees to be removed and eligible for reimbursement, the tree must satisfy a minimum of one (1) of the following requirements:
 - The tree has a broken canopy.
 - The tree has a split trunk.
 - The tree has fallen or been uprooted within a public use area.
 - The tree is leaning at an angle greater than thirty (30) degrees.
- b. Eligible hazardous hanging limbs will be identified by the City or its authorized representative for removal. Removal and placement of eligible hazardous hanging limbs two (2) inches or greater in diameter at the point of the break and on the City ROW or private property will be performed as identified by the City's authorized representative. All disaster-specific eligibility guidelines regarding size and diameter of limbs will be communicated to the Proposer in writing by the City's authorized representative. For hazardous hanging limbs to be removed and eligible for payment, the limb must satisfy all of the following requirements:
 - The limb is two (2) inches or greater in diameter at the point of the break.
 - The limb is still hanging in a tree and threatening a public use area.
 - The limb is located on improved public property.

Removal of Hazardous Stumps

- a. Under this contract, work shall consist of all labor, equipment, fuel, traffic control costs, toll costs, and other associated costs necessary to remove all hazardous uprooted stumps two (2) feet or greater in diameter, measured 2 feet from the base of the tree, in the City ROW. Any voids not backfilled immediately following hazardous stump removal must have measures taken in order to protect public health and safety. Further, debris generated from the removal of eligible hazardous uprooted stumps in the City ROW will be placed in the safest possible location on the ROW and subsequently removed in accordance with Section 3.2 of this RFP. Stumps measured two (2) feet from the base of the tree and less than two (2) feet in diameter will be considered normal vegetative debris and will be removed in accordance with Section 3.2 of this RFP. City will not compensate Proposer for removing hazardous stumps less than two (2) feet in diameter on a unit rate basis and instead will be considered normal vegetative debris. The diameter of stumps less than two (2) feet will be converted into a cubic yardage volume based on the published FEMA Stump Conversion Table and will be removed under the terms and conditions of Section

3.2 of this RFP.

- b. Eligible hazardous stumps will be identified by the City for removal. Removal and transportation of hazardous uprooted stumps in the City ROW and private property will be performed as identified by the City. All disaster-specific eligibility guidelines regarding size and diameter of hazardous stumps will be communicated to Proposer in writing by the City. For hazardous stumps to be removed and eligible for reimbursement, the stump must satisfy the following requirements:
 - Over fifty (50) percent of the tree crown is damaged or broken and heartwood is exposed.
 - Fifty (50) percent or more of the root ball is exposed.
 - The stump is on City ROW and poses an immediate threat to public health, safety, or welfare.
- c. Stumps that are not attached to the ground will be considered normal vegetative debris and will be subject to removal under the terms and conditions of Section 3.2. Stumps with less than fifty (50) percent of the root ball exposed shall be flush cut to the ground. The stump portion of the tree will not be removed but the residual debris (that is, tree trunk) will be removed under the terms and conditions of Section 3.2. The cubic yard volume of the unattached stump will be based on the diameter conversion using the published FEMA Stump Conversion Table.
- d. The City or its representative will measure and certify all stumps before removal.
- e. Stumps shall only be collected after the City and the Proposer document and perform the following:
 - Location – Determine that the uprooted stump is located on improved public property or a public ROW. Record and document the location using photography, map depiction, and specific descriptive notations.
 - Size – Measure and record the diameter of the stump to be removed at the appropriate location.
 - Marking – Eligible stumps will be marked and uniquely numbered with green paint. Ineligible stumps will be marked with red paint.
- f. Stump Worksheet – Hazardous Stump Worksheet provided by the monitoring firm(s) will be completed in full for each stump to capture the following information: (1) names and signatures of parties present; (2) physical location (street address, road cross streets, etc.); (3) stump number; (4) size of the stump; and (5) date of stump removal.
- g. The unit stump price shall include (but not be limited to) stump extraction, stump cavity filling with compacted soils and installation of seed and/or sod, stump hauling, and stump reduction.

ROW White Goods Debris Removal

Under this contract, work shall consist of all labor, equipment, fuel, traffic control costs, toll costs and other associated costs necessary for the collection of white goods from the ROW, removal of refrigerants, transportation to a City-approved DMS, decontamination, and transportation to the City’s approved final disposal site.

- a. White goods containing refrigerants must first have such refrigerants removed by the Proposer’s qualified technicians prior to mechanical loading. White goods can be collected without first having refrigerants removed if the white goods are manually placed into a

hauling vehicle with lifting equipment so that the elements containing refrigerants are not damaged.

- b. The removal, transportation, and disposal of white goods includes obtaining all necessary local, state, and federal handling permits, and operating in accordance with all local, state, and federal regulatory agencies.
- c. There are no disposal fees for residential white goods.

Used Electronics

Under this contract, work shall consist of all labor, equipment, fuel, traffic control costs, toll costs, and other associated costs necessary for the removal, transportation, and proper disposal of eligible used electronics from the ROW to the City-approved final disposal site. Eligible used electronics includes (but is not limited to) disaster-damaged televisions, computers, computer monitors, and microwaves in areas identified and approved by the City. Proposer shall recycle or dispose of all eligible used electronics in accordance with all local, state, and federal regulations.

Household Hazardous Waste Removal, Transport, and Disposal

Under this contract, work shall consist of all labor, equipment, fuel, traffic control costs, toll costs, and other associated costs necessary for the removal, transportation, and disposal of HHW.

- a. The removal, transportation, and disposal of HHW includes obtaining all necessary local, state, and federal handling permits and operating in accordance with all local, state, and federal regulations.
- b. The collection methods shall include collection vehicles supplied by the Proposer, which shall be capable of transporting HHW materials from the curb to the approved final disposal sites. All hazardous waste collection personnel shall wear Level D PPE and carry a means of communication (for example, cell phone or radio) for safety and operational purpose. Proposer personnel shall observe all applicable safety requirements for the handling of HHW in accordance with applicable regulations. All HHW shall be examined prior to collection to ensure it is free of other more serious contaminants, including polychlorinated biphenyls (“PCB”). Such serious and non-qualifying non-HHW waste shall be noted and scheduled for separate recovery by the City or Proposer as directed by the City. Debris identified as HHW shall be collected and placed in poly bags for temporary storage during transport to the approved final disposal site.
- c. Removal of HHW from DMS to approved final disposal site.

Abandoned Vessel and Vehicle Removal

Under this contract, work shall consist of all labor, equipment, fuel, traffic control costs, toll costs, and other associated costs necessary for the removal and haul-out of eligible vessels and vehicles in areas identified and approved by the City. The removed eligible vehicles will be hauled to a City-approved staging area and subsequently disposed of by the appropriate regulatory agency.

- a. The removal, transportation, and disposal required for abandoned vessel and vehicle removal includes obtaining all necessary local, state, and federal handling permits and operating in accordance with all local, state, and federal regulations.

Animal Carcass Removal and Disposal

Under this contract, work shall consist of all labor, equipment, fuel, traffic control costs, toll costs, and other associated costs necessary for the removal, transportation, and lawful disposal of dead animal carcasses in areas identified and approved by the City to an approved final disposal site. The carcasses will be hauled to a City-approved staging area and subsequently disposed of by the appropriate regulatory agency.

- a. The Proposer will coordinate activities with the appropriate local animal control agency.
- b. The removal, transportation, and disposal of animal carcasses includes obtaining all necessary local, state, and federal handling permits and operating in accordance with all

local, state, and federal regulations.

Other Debris Removal Work

Neither the Proposer nor any Sub-Contractor shall solicit work from private citizens or others to be performed in the designated work areas during the term of this Agreement. City reserves the right to require Proposer to dismiss or remove from the project any workers as the City sees necessary. Any debris removal vehicles dismissed from the project must have their issued placard removed and destroyed (additional information in Section 3.26 Documentation and Measurement).

Use of Local Resources

Proposer will be able to use their own Sub-Contractor resources to meet the obligations of the contract. FEMA encourages using local resources. The City will establish the extent to which Proposer must use local resources. It is expected that the awarded Proposer will encourage at least thirty (30) percent of Sub-Contractors are resources located within the disaster area, including but not limited to procuring supplies and equipment, awarding subcontracts, and employing workmen at the City’s discretion. Proposer will provide a list of Sub-Contractors with proposal submission.

Working Hours

Working hours of this contract shall only be during daylight hours, Monday through Sunday, or as otherwise directed by the City. No work outside these hours shall be allowed unless approved in advance by the City.

- a. Proposer shall conduct debris removal operations that generate noise levels above that normally associated with routine traffic flow during daylight hours only. Work may be performed seven (7) days per week. Adjustments to work hours, as local conditions may dictate, shall be coordinated between the City and the Proposer. Unless otherwise directed, the Proposer must be capable of conducting volumetric reduction operations at DMS locations on a twenty-four-(24)-hour, seven-(7)-day-a-week basis.

Debris Site Tower Specifications

Proposer shall provide as many towers as designated by the City at each disposal site for the use of City representatives during their inspection of dumping operations.

- a. If ingress and egress of the DMS(s) is of significant distance that the City or its authorized representative are unable to verify the entering and exiting trucks, Proposer may be required to provide a second tower.
- b. The inspection platform of the tower shall be constructed at a minimum height of ten (10) feet from surrounding grade to finish floor level, have a minimum eight (8) feet by eight (8) feet of usable floor area, be covered by a roof with two (2) feet overhangs on all sides, and be provided with appropriate railings and a stairway. The platform shall be enclosed, starting from platform floor level and extending up four (4) feet on all four (4) sides. The expense incurred by the Proposer for the construction of towers is an overhead expense considered part of the Proposer’s compensation under the terms and conditions of Section 5 Proposer Compensation.
- c. Proposer shall provide a minimum of one (1) portable toilet at each dump site for the use of City authorized representatives during their inspection of dumping operations. The toilet shall be provided prior to start of any dumping operations and will be kept in a sanitary condition by the
- d. Proposer throughout dumping operations. The expense incurred by the Proposer for the

operation of portable toilets is an overhead expense considered part of the Proposer's compensation under the terms and conditions of Section 5 Proposer Compensation.

- e. Care shall be taken to place tower at a sufficient distance away from any reduction/dumping operations. If necessary, dumping operations may be temporarily suspended by the City due to unsuitable conditions at the tower.

Equipment

- a. All trucks and other equipment must comply with all applicable local, state, and federal regulations. Any truck used to haul debris must be capable of rapidly unloading without the assistance of other equipment and must be equipped with a tailgate that will effectively contain the debris during transport and permit the truck to be filled to capacity.
- b. Sideboards or other extensions to the bed are allowable provided they meet all applicable regulations, cover the front and both sides, and are constructed to withstand severe operating conditions. The sideboards are to be constructed of two (2)-inch by six (6)-inch boards or greater and not to extend more than two (2) feet above the metal bedsides. Trucks or equipment certified with sideboards must maintain such sideboards and keep them in good repair. To ensure compliance, equipment will be inspected by the City or authorized representative prior to its use by Proposer.
- c. Trucks or equipment designated for use under this contract shall not be used for any other work during the working hours of this contract. Proposer shall not solicit work from private citizens or others to be performed in the designated area during the period of this contract. Under no circumstances will Proposer mix debris hauled for others with debris hauled under this contract.
- d. Debris shall be reasonably compacted into the hauling vehicle. Any debris extending above the top of the bed shall be secured in place to prevent it from falling off. Measures must be taken to prevent debris from blowing out of the hauling vehicle during transport to an approved DMS or an approved final disposal site.
- e. Equipment used under this contract shall be rubber tired and sized properly to fit loading conditions. Excessively large equipment (100 cubic yards and up) and non-rubber-tired equipment must be approved for use on the road by the City.
- f. Hand-loaded vehicles are prohibited unless pre-authorized in writing by the City following the event. All hand-loaded vehicles will receive an automatic fifty (50) percent deduction for lack of compaction.
- g. Proposer shall supply a list of all equipment owned by the proposer with their proposal submittal.

Traffic Control

- a. Proposer shall mitigate the effects of their operations on local traffic to the fullest extent practical. The Proposer is responsible for establishing and maintaining appropriate traffic controls in all work areas, including DMS(s) and debris collection sites.
- b. Proposer shall provide, erect, and maintain all necessary barricades, suitable and sufficient lights, danger signals, signs, and other traffic control devices at all Proposer work areas to ensure the safety of vehicular and pedestrian traffic.
- c. Proposer shall provide qualified flag personnel where necessary to direct the traffic and shall take all necessary precautions to protect the designated area and the safety of the public.
- d. All work shall comply with all applicable local, state, and federal regulations governing

personnel, equipment, and workplace safety. Any notification of a deficiency in traffic control or other safety items shall be immediately corrected by Proposer. No further work shall take place until the deficiency is corrected. Neither the City nor the City’s authorized representative shall sign any additional load or unit rate tickets until the safety item is corrected.

- e. Highways, streets, or parts of the designated area closed to through traffic shall be protected by effective barricades, and obstructions shall be illuminated during the hours from sunset to sunrise. Suitable warning signs shall be provided by the Proposer to properly control and direct traffic.
- f. All barricades, warning signs, lights, temporary signals, other protective devices, flag persons, and signaling devices shall meet the minimum requirements established in the Manual on Uniform Traffic Control Devices for Streets and Highways, Part VI, prepared by the National Joint Committee on Uniform Traffic Control Devices and current at the time bids are received. Traffic control will conform to the State’s most current roadway and traffic design standards and the Federal Highway Administration’s (“FHWA”) Manual on Uniform Traffic Control Devices (“MUTCD”) for Streets and Highways. The foregoing requirements are to be considered as minimum and the Proposer’s compliance shall in no way relieve the Proposer of final responsibility for providing adequate traffic control devices for the protection of the public and Proposer’s employees throughout the designated area.

Damage to Public or Private Property

- a. All items damaged as a result of Proposer or Sub-Contractor operations (for example, sidewalks, seating, curbs, pipes, drains, water mains, pavement, mail boxes, and turf) shall be repaired or replaced by the Proposer, at their expense, in a manner prescribed by and at the sole satisfaction of the City. Proposer will be responsible for any invoices submitted to the City (such as by utility companies or landowners) that are determined to be the result of damage done by the Proposer. The City reserves the right to pay any such invoices and deduct the cost from the Proposer’s invoice. Repairs or receipt of repairs shall be completed and submitted to the City prior to submission of the Proposer’s invoice for work accomplished. If the Proposer fails to repair any damaged property, the City may have the work performed and charge the Proposer.
- b. The Proposer shall restore all disturbed areas to their original condition, including re-grading, use of rye grass and permanent grass, and any other means necessary.
- c. Proposer’s failure to restore damage to public or private property to the satisfaction of the City will result in the City withholding retainage money in an amount sufficient to make necessary repairs.

Existing Utilities

- a. Some trees and debris that are to be removed under this Agreement may be blocked or entangled with overhead power, telephone, and television cables. In this case, it shall be Proposer’s responsibility to coordinate directly with the utility owners to arrange for the removal of the debris without damage to the overhead and underground utility lines. The Proposer shall pay all such costs to the utility company for any adjustments.
- b. The Proposer shall make the necessary repairs or pay all costs incurred to repair damaged utilities, as determined by the affected utility company. Repairs to all municipal and privately-owned water and sewer facilities shall be made by the Proposer.

Environmental Protection

- a. All chemicals of whatever nature used during project construction or furnished for project operations must be state and federally certified. Their use and disposal of all residues shall strictly comply with instructions.

- b. Proposer shall, at their own expense, ensure that noise and dust pollution is minimized to comply with all local, state, and federal regulations and the approval of the City. Proposer shall comply in a timely manner with all directions of the City regarding the use of a water truck or other approved dust abatement measures.
- c. Proposer shall comply with all laws, rules, regulations, and ordinances regarding environmental protection.

Documentation and Measurement

- a. Prior to beginning any work, the City or its authorized representative shall clearly number each truck or piece of equipment hauling or loading debris with a placard. All vehicles must be certified by the City or its authorized representative prior to debris collection. If a vehicle is working under multiple contracts or for multiple communities, it must be re-certified by a City authorized representative each time it returns to work from other contracts or communities.
- b. Proposer is responsible for ensuring that all Sub-Contractors maintain valid driver's licenses and equipment legally fit for travel on the road.
- c. Proposer shall designate one project manager. The project manager shall provide the City with a telephone number at which the project manager can be reached throughout the project.
- d. It is the City's preference to use an electronic system for load tickets. An Automated Debris Management System ("ADMS") or paper load tickets will be provided by the City or its authorized representative for recording volumes of debris removal. If an ADMS is used a copy of the electronic ticket will be printed for the vehicle operator at the dump site. If paper tickets are to be used each load ticket shall consist of one (1) original and four (4) carbon-copy duplicates and will be distributed as follows:
 - Load tickets will be issued by a City-authorized representative at the loading site. City will keep one (1) copy of the ticket and give four (4) copies to the vehicle operator. Upon arrival at the dump site, the vehicle operator will give the four (4) copies to the City-authorized representative at the dump site. Trucks with less than full capacities will be adjusted down by visual inspection; the City-authorized representative present at the dump site will make this determination. The City-authorized representative will validate, enter the estimated debris quantity, and sign the load tickets. City will keep the original copy and the three (3) remaining duplicate copies will be returned to the vehicle operator for the Proposer's records.
- e. Proposer shall give written notice of the location for work scheduled twenty-four (24) hours in advance to the City.

Ownership of Debris

All debris residing in the City ROW and City-provided DMS(s) as a result of the disaster shall be the property of the City until final disposal at a properly permitted disposal site. Proposer shall be responsible removing debris up to the point where debris can only be described as light litter and additional collection can be facilitated only by sweeping and raking. In addition to debris stored on the ROW as the result of road clearing, City will direct residents to place debris in segregated piles along the ROW, separated according to the waste category. There may be a need to perform some curbside separation of the different waste materials. Different waste materials will be collected in separate vehicles and may require disposal at different locations, which will be approved by the City. Any items requiring disposal at special sites shall be required to be monitored for the collection, complete haul, and delivery at the approved special site with the monitor obtaining an original copy of the disposal ticket showing inbound and outbound collection vehicle weights.

- a. All bagged and bundled waste and debris smaller than two (2) inches in diameter and

shorter than two (2) feet in length are outside the scope of this contract unless specifically directed by the City. Collection of municipal solid waste (“MSW”) is outside the scope of this contract. All debris outside the scope of the contract handled by the Proposer shall become the property of the Proposer upon collection.

- b. It is recognized that C&D debris might contain small amounts of asbestos, lead-based paints, treated wood, or similar materials. CalEPA may issue orders for the classification and disposition of all disaster debris. Based on the mandates of CalEPA and other applicable state and federal reimbursement agencies, the character and disposal of waste streams will be determined. The Proposer and City will establish a final disposal plan based on these mandates.

City Responsibilities

City responsibilities will vary depending on City needs and resources. The City, at a minimum, will be responsible for the following:

- a. Coordinating collection activities with the Proposer
- b. Completing the City service request form
- c. Identifying suitable DMS activities
- d. Promoting debris management activities
- e. Providing educational materials
- f. Submitting post-collection DMS(s) data reports to CalEPA and CalRecycle
- g. Recruiting and coordinating volunteers
- h. Coordinating with local police, fire, emergency medical services (“EMS”), and other appropriate agencies
- i. Providing emergency contact information
- j. Executing the contract with selected Proposer(s)
- k. Issuing a written Notice to Proceed at the appropriate time

SECTION 4. EVALUATION AND SELECTION PROCESS

1. City will evaluate proposals using the following criteria:
 - a. **Proposal Requirements and Completeness of Proposal** **5 points**
 - b. **References, Experience, Reputation, and Compliance** **30 points**
 - Experience and reputation in managing debris removal and disposal projects within state and federal regulations and guidelines
 - Personnel experience and training
 - Financial stability
 - c. **Debris Management Services** **25 points**
 - Degree of City liability in proposed debris management methods
 - Breadth of service and number of contracts the Proposer can handle
 - Debris management methods and commitment to City debris management preferences
 - Availability of preferred disposal methods (for example, types of materials planned for reuse and recycling)
 - Ability to ensure debris is collected, sorted, transported safely, and reduced appropriately
 - Ability to serve a wide range of project types (for example, permanent facility, one-day event, and mobile collection unit) and community types (for example, rural, urban, and suburban)
 - d. **Responsiveness of Proposal** **20 points**
 - Demonstrated understanding of City and City needs
 - Demonstrated understanding of requirements of the RFP and contract
 - Quality of proposal and impressions of response as it relates to project
 - Additional services, ideas, or products that will benefit City
 - e. **Price** **20 points**
 - Reasonableness of Cost
2. An evaluation team will review all proposals received to determine the extent to which they comply with the requirements herein. The evaluation team may include representatives from local governments, City, or others with relevant expertise.
3. If a proposal fails to meet a material RFP requirement, the proposal may be rejected. A deviation is material to the extent that the proposal is not in substantial accord with the solicitation. Material deviations cannot be waived. Immaterial deviations may cause a bid to be rejected.
4. Proposals containing false or misleading statements may be rejected if the City regards the information as intentionally misleading regarding a requirement of the RFP.
5. During the evaluation process, City may require a Proposer representative to answer questions regarding the proposal. Proposer’s failure to demonstrate that the claims made in the proposal are true may be sufficient cause for deeming a proposal non-responsive.

SECTION 5. CONTRACTOR COMPENSATION

**Schedule 1
Hourly Labor, Equipment, and Material Price Schedule
(Scope of Service Item 1)**

Equipment Type With Operator	Estimated Hours	Hourly Labor Rate	Total
Air Curtain Burner, Self-Contained System			
50' Bucket Truck			
Crash Truck w/Impact Attenuator			
Dozer, Tracked, D3 or Equivalent			
Dozer, Tracked, D4 or Equivalent			
Dozer, Tracked, D5 or Equivalent			
Dozer, Tracked, D8 or Equivalent			
Dump Truck, 16 +/- CY			
Dump Truck, 20 +/- CY			
Dump Truck, 38 +/- CY			
Generator, 5.5 kW, List kW Capacity			
Generator, 200 kW, List kW Capacity			
Generator, 2,500 kW, List kW Capacity			
Light Plant with Fuel and Support			
Grader w/12' Blade (Min. 30,000 LB)			
Hydraulic Excavator, 1.5 CY			
Hydraulic Excavator, 2.5 CY			
Knuckleboom Loader			
Lowboy Trailer w/Tractor			
Mobile Crane up to 15 Ton			
Pump, 95 HP (Minimum 25' Intake and 200' Discharge to Include Fuel and Support Personnel)			
Pump, 200 HP (Minimum 25' Intake and 200' Discharge to Include Fuel and Support Personnel)			
Pump, 650 HP (Minimum 25' Intake and 200' Discharge to Include Fuel and Support Personnel)			
Vac Truck (Mist Capacity), List Capacity			
Pickup Truck, 1 Ton			
Skid-Steer Loader, 1,500 LB Operating Capacity (w/ utility grapple)			

Equipment Type With Operator	Estimated Hours	Hourly Labor Rate	Total
Skid-Steer Loader, 2,500 LB Operating Capacity (w/ utility grapple)			
Compact Track Loader, 1,500 LB Operating Capacity (w/ utility grapple)			
Compact Track Loader, 2,500 LB Operating Capacity (w/ utility grapple)			
Tub Grinder, 800 to 1,000 HP			
Hydraulic Excavator, 1.5 CY (w/ thumb)			
Hydraulic Excavator, 2.5 CY (w/ thumb)			
Truck, Flatbed			
Articulated, Telescoping Scissor Lift for Tower, 15 HP/37 FT Lift			
Water Truck, 2500 Gal (Non-Potable, Dust Control and Pavement Maintenance)			
Wheel Loader, 3 CY, 152 HP			
Wheel Loader, 4.0 CY, 200 HP			
Wheel Loader-Backhoe, 1.5 CY, 95 HP			
Other – Please List			

Labor Category	Estimated Hours	Hourly Labor Rate	Hourly Labor Rate
Operations Manager w/Cell Phone and .5 Ton Pickup			
Crew Foreman w/Cell Phone and 1 Ton Equipment Truck w/Small Tools and Misc. Supplies in Support of Crew			
Tree Climber/Chainsaw and Gear			
Laborer w/Chain Saw			
Laborer w/Small Tools, Traffic Control, or Flag person			
Bonded and Certified Security Personnel			
Other – Please List			

Crew Category	Estimated Hours	Hourly Labor Rate	Total
Wheel Loader, 2.5 CY, 950 or Similar w/Operator, Foreman with Support Vehicle and Small Equipment, Laborer w/Chain Saw, and 2 Laborers w/Small Tools			
Other – Please List			

SCHEDULE 2 - UNIT RATE PRICE SCHEDULE

Reference to RFP Scope of Services Items 2 to 16. If a Proposer elects to "No Bid" individual service offerings, their proposal may be considered non-responsive by the City.

1 ROW Vegetative Debris Removal Work consists of the collection and transportation of eligible vegetative debris on the ROW or public property to City-approved DMS or City-approved final disposal site.	Estimated Quantity	\$ Per Cubic Yard	Total	\$ Per Ton (Alternate)
0 to 15.99 miles	75,000			
16 to 30.99 miles	120,000			
31 to 60.99 miles	50,000			
Greater than 61 miles	5,000			
2 ROW C&D Debris Removal Work consists of the collection and transportation of eligible C&D on the ROW or public property to City-approved DMS or City-approved final disposal site as approved by City.	Estimated Quantity	\$ Per Cubic Yard	Total	\$ Per Ton (Alternate)
0 to 15.99 miles	25,000			
16 to 30.99 miles	35,000			
31 to 60.99 miles	15,000			
Greater than 61 miles	1,000			

3 Demolition, Removal, Transport and Disposal of Non-RACM Structures Work consists of the decommissioning, demolition, and disposal of eligible Non-RACM structures on public or private property and hauling the resulting debris to City-approved final disposal site.	Estimated Quantity	\$ Per Cubic Yard	Total	\$ Per Ton (Alternate)
0 to 15.99 miles	500			
16 to 30.99 miles	500			
31 to 60.99 miles	200			
Greater than 61 miles	100			
4 Demolition, Removal, Transport and Disposal of RACM Structures Work consists of the decommissioning, demolition, and disposal of eligible RACM structures on public or private property and hauling the resulting debris to a City-approved final disposal site.	Estimated Quantity	\$ Per Cubic Yard	Total	\$ Per Ton (Alternate)
0 to 15.99 miles	500			
16 to 30.99 miles	500			
31 to 60.99 miles	200			
Greater than 61 miles	100			

<p>5 DMS Management and Operations Work consists of managing and operating DMS for acceptance of eligible vegetative disaster-related debris. The costs associated with acquiring, preparing, leasing, renting, operating, and remediating land used as DMS is reflected in this bid.</p>	<p>Estimated Quantity</p>	<p>\$ Per Cubic Yard</p>	<p>Total</p>	<p>\$ Per Ton (Alternate)</p>
	<p>200,000</p>			
<p>6 DMS Management and Reduction by Grinding Work consists of managing and operating DMS for acceptance and reduction of eligible vegetative disaster-related debris through grinding. The costs associated with acquiring, preparing, leasing, renting, operating, and remediating land used as DMS is reflected in this bid.</p>	<p>Estimated Quantity</p>	<p>\$ Per Cubic Yard</p>	<p>Total</p>	<p>\$ Per Ton (Alternate)</p>
	<p>175,000</p>			
<p>7 DMS Management and Reduction by Air Curtain Incineration Work consists of managing and operating DMS for acceptance and reduction of eligible vegetative disaster-related debris through air curtain incinerators. The costs associated with acquiring, preparing, leasing, renting, operating, and remediating land used as DMS is reflected in this bid.</p>	<p>Estimated Quantity</p>	<p>\$ Per Cubic Yard</p>	<p>Total</p>	<p>\$ Per Ton (Alternate)</p>
	<p>25,000</p>			
<p>8 Haul-Out of Reduced Debris to Final Disposal Site Work consists of loading and transporting reduced eligible disaster-related debris at City-approved DMS to City-designated final disposal site.</p>	<p>Estimated Quantity</p>	<p>\$ Per Cubic Yard</p>	<p>Total</p>	<p>\$ Per Ton (Alternate)</p>
	<p>0 to 15.99 miles</p>	<p>10,000</p>		
	<p>16 to 30.99 miles</p>	<p>15,000</p>		
	<p>31 to 60.99 miles</p>	<p>25,000</p>		

	Greater than 61 miles	20,000			
9	Removal of Hazardous Trees and Limbs Work consists of removing eligible hazardous trees or limbs and placing them on the safest possible location on the City ROW for collection under the terms and conditions of Scope of Services Item 2, Vegetative Debris Removal.	Estimated Quantity	\$ Per Tree	Total	
	6-inch to 12.99-inch diameter	1,500			
	13-inch to 24.99-inch diameter	1,000			
	25-inch to 36.99-inch diameter	750			
	37-inch to 48.99-inch diameter	300			
	49-inch and larger diameter	100			
	Hanger Removal (per Tree)	3,000			

SCHEDULE 2 - UNIT RATE PRICE SCHEDULE CONTINUED				
10 Removal of Hazardous Stumps Work consists of removing eligible hazardous stumps and transporting resulting debris from the ROW to a City approved DMS. Rate includes removal, backfill of stump hole, reduction, and final disposal. Stumps under 24" in diameter shall be paid at the Proposer's contracted rate for vegetative debris removal using the FEMA stump conversion table.		Estimated Quantity	\$ Per Stump	Total
	24.0-inch to 36.99-inch diameter	500		
	37-inch to 48.99-inch diameter	250		
	49-inch and larger diameter	50		
11 ROW White Goods Debris Removal Work consists of the removal of eligible white goods from the ROW to City-approved DMS site or City-approved facility for recycling. Proposer shall be responsible for recovering/disposing refrigerants as required by law, as well as unit decontamination in a contained area. Proposer shall also be responsible for the transportation of eligible white goods from the City-approved DMS to City-approved facility for recycling.		Estimated Quantity	\$ Per Unit	Total
	Refrigerators and freezers requiring refrigerant recovery and decontamination	250		
	Washers, dryers, stoves, ovens, AC units, and hot water heaters	500		
12 Used Electronics Removal Work consists of the recovery and disposal of disaster-damaged televisions, computers, computer monitors, and microwaves unless otherwise specified in writing by the City.		Estimated Quantity	\$ Per Unit	Total
		250		

13 Household Hazardous Waste Removal, Transport, and Disposal Work consists of the collection, transportation, and disposal of HHW from the ROW to a City-approved permitted hazardous waste facility or MSW Type I landfill.	Estimated Quantity	\$ Per Pound	Total	
	10,000			
14 Abandoned Vehicle Removal Work consists of the removal and transport of eligible abandoned vehicles.	Estimated Quantity	\$ Per Unit	Total	
Passenger Car	50			
Single Axle	25			
Double Axle	25			
15 Abandoned Vessel Removal Work consists of the removal and transport of eligible abandoned vessels.	Estimated Quantity	\$ Per Unit	Total	
Vessels less than 20 linear feet	50			
Vessels 21 linear feet and greater	25			
16 Dead Animal Carcasses Work consists of the recovery and disposal of dead animal carcasses.	Estimated Quantity	\$ Per Pound	Total	
	50			
Total	\$ _____			

Attachment F: Health and Safety Strategy

The following attachment provides a basic health and safety strategy. It is not meant to replace site safety plans, tailgate safety briefs or scheduled safety reviews.

Purpose

The purpose of this health and safety strategy is to supplement existing safety guidelines from the Cities, with regards to debris removal activities. These are recommended baseline safety provisions. Ultimately, health and safety are the responsibility of the contracted parties involved in debris removal activities. This document will outline some of the general steps necessary to provide a safe work environment for monitoring firm and debris removal contractors' employees. In addition, this document will identify some representative work hazards and the appropriate measures to reduce risk of injury.

1. Dissemination of Information

The monitoring firm and debris removal contractors' project managers will be provided with this document and will be expected to disseminate the information and guidelines to their respective personnel. A copy of the document should be available for consultation. In addition, elements of the document will be reviewed from periodically during the project to increase worker awareness.

2. Compliance

The monitoring firm and debris removal contractors' project managers are responsible for health and safety compliance of their respective personnel and subcontractors. Any crews or individuals that are not compliant shall be suspended from debris removal activities until the situation is remedied. Frequent offenders of safety policies and procedures will be dismissed from the project entirely.

3. Job Hazard Assessment

Though debris removal activities are fairly similar among incidents, assessing the particular hazards of each disaster is an important part of maintaining health and safety for the debris removal workers. At a minimum, the following areas of focus should be considered as part of job hazard assessment:

- **Disaster Debris** – Disasters that result in property damage typically generate large quantities of debris which must be collected and transported for disposal. The type of debris varies depending on the characteristics of the region (e.g., terrain, climate, dwelling and building types, population, etc.) and the debris-generating event (e.g. type, event strength, duration, etc.). In addition, the disaster debris produces a host of uneven surfaces, which must be negotiated.
- **Debris Removal** – Often the removal of disaster debris involves working with splintered, sharp edges of vegetative or construction material debris. Many disasters involve heavy rains or flooding. Consequently, disaster debris is damp and heavier than usual. As weights increase, so does the risk of injury.

- **Removal Equipment** – In most disasters, debris must be removed from the public right-of-way (ROW) to provide access for emergency vehicles and subsequent recovery efforts. Debris collection and removal requires the use of heavy equipment and power tools to trim, separate and clear disaster debris.
- **Traffic Safety** – The ROW is located primarily on publicly-maintained roads. As a result, much of the debris removal process takes place in traffic of varying levels of congestion. In addition, disasters often damage road signs, challenging safety on the road.
- **Wildlife Awareness** – Disasters are traumatic events for people as well as wildlife. Displaced animals, reptiles and insects pose a hazard to debris removal workers.
- **Debris Disposal** – After disaster debris is collected it is often transported to a Debris Management Site (DMS). Upon entry to a DMS, the monitoring firm will assess the volume of disaster debris being transported. The collection vehicle will then dispose of the disaster debris and the debris will be reduced either through a grinding operation or incineration. The DMS is a common area for injury. Response and recovery workers in this environment are more likely to be exposed to falling debris, heavy construction traffic, noise levels, dust and airborne particles from the reduction process.
- **Climate** – Debris-generating disasters often occur in areas or seasons with extreme weather conditions. The effects of temperature and humidity on physical labor must be monitored, and proper work-rest intervals must be assessed.

4. Administrative and Engineering Controls

The use of administrative and engineering controls can greatly reduce the threats to public health and safety in debris removal activities. Some common administrative and engineering controls used in the debris removal process are:

Collection Operations

- Conduct debris removal operations during daylight hours only.
- Limit cleanup operations to one side of the road at a time.
- Limit collection work under overhead lines.
- Inspect piles before using heavy equipment to remove them to ensure that there are no hazardous obstructions.
- Make sure that all collection vehicles have properly functioning lights, horns and backup alarms.
- Load collection vehicles properly (not overloaded or unbalanced).
- Cover and secure loads, if necessary.
- When monitoring the collection process, stay alert in traffic and use safe driving techniques.

Power Tools

- Inspect all power tools before use.
- Do not use damaged or defective equipment.
- Use power tools for their intended purpose.

- Avoid using power tools in wet areas.

Debris Reducing Machinery (Grinders/Wood Chippers)

- Do not wear loose-fitting clothing.
- Follow the manufacturer’s guidelines and safety instructions.
- Guard the feed and discharge ports.
- Do not open access doors while equipment is running.
- Always chock the trailer wheels to restrict rolling.
- Maintain safe distances.
- Never reach into operating equipment.
- Use lock out/tag out protocol when maintaining equipment.

DMS/Disposal Operations

- Use jersey barriers and cones to properly mark traffic patterns.
- Use proper flagging techniques for directing traffic.
- Monitor towers must not exit into traffic and should have hand and guard rails to reduce trips and falls.
- Monitor towers must have properly constructed access stairways with proper treads and risers and proper ascent angle (4:1 height/width ratio).
- Monitor towers must be surrounded by jersey barriers which protect the tower and monitors from being struck by inbound or outbound collection vehicles.
- Monitor towers should be located upwind from dust- and particulate generating activities.
- A water truck should spray the site daily to control airborne dust and debris.

5. Personal Protective Equipment

Personal Protective Equipment (PPE) is the last resort to providing a safe working environment for workers. PPE does not eliminate or even reduce hazards as administrative and engineering controls do. PPE works to reduce the risk of injury by creating a protective barrier between the individuals and work place hazards.

Proper use of PPE includes using PPE for its intended purpose. For example, using the wrong type of respirator might expose the worker to carcinogenic particulates. Properly fitting the equipment to the user may require examination by a medical professional. PPE that does not fit well will not provide maximum protection and will decrease the likelihood of the individual continuing to use the equipment. In addition, improper use may result in serious injury or death. The proper use of the equipment is outlined in detail in the manufacturer’s instructions.

The following PPE may be applicable in standard ROW, Right-of-Entry (ROE), and vegetative and construction & demolition debris removal activities:

- **Head Protection** – Equipment designed to provide protection for an individual’s head against hazards such as falling objects or the possibility of striking one’s head against low

hanging objects. PPE used to protect the head must comply with ANSI Z89.1-1986, “American National Standard for Personnel Protection – Protective Headwear for Industrial Workers – Requirements”

- **Foot Protection** – Equipment designed to provide protection for an individual’s feet and toes against hazards such as falling or rolling objects, objects that may pierce the sole or upper section of the foot, etc. PPE used to protect the feet and toes must comply with ANSI Z-41-1991, “American National Standard for Personal Protection – Protective Footwear”
- **Hand Protection** – Equipment designed to provide protection for an individual’s hands against hazards such as sharp or abrasive surfaces. The proper hand protection necessary is dependent upon the situation and characteristics of the gloves. For instance, specific gloves would be used for protection against electrical hazards while the same gloves may not be appropriate in dealing with sharp or abrasive surfaces
- **Vision/Face Protection** – Equipment designed to provide protection for an individual’s eyes or face against hazards such as flying objects. PPE used to protect eyes and face must comply with ANSI Z87.1-1989, “American National Standard Practice for Occupational and Educational Eye and Face Protection.” Again, the proper eye/face protection necessary is dependent upon the situation and characteristics of the equipment. For instance, eye and face protection used by individuals who are welding may not be appropriate for individuals operating a wood chipper
- **Hearing Protection** – Equipment designed to provide protection for an individual’s hearing against prolonged exposure to high noise levels. According to OSHA, the permissible level of sound is an average of 90 decibels over the course of an eight (8) hour work day. Above the sound exposure level, hearing protection is required. PPE used to protect hearing must comply with ANSI S3.19-1974, “American National Standard Practice for Personal Protection – Hearing Protection”
- **Respiratory Protection** – Equipment designed to provide protection for an individual’s respiratory system against breathing air contaminated with hazardous gases, vapors, airborne particles, etc. PPE used to protect the respiratory system must comply with ANSI Z88.2-1992. In addition, the use of respiratory protection requires a qualitative fit test and, in some cases, a pulmonary fit test by a licensed medical professional

6. PPE Debris Removal Activity

PPE requirements are made based upon the results of the job hazards assessment. The following list of PPE equipment is organized by debris removal activity and is meant to be a representative list. Specific PPE requirements vary from location to location. In general, individuals involved in the debris removal process should personally monitor water consumption to avoid dehydration and use appropriate skin protection (breathable clothes, light colors, sunscreen, etc.). Ultimately, the selection of PPE is the responsibility of the monitoring firm and debris removal contractors’ project managers.

Debris Collection Monitoring

The hazards of disaster debris collection monitoring include, but are not limited to: struck by vehicles, falls or trips on uneven surfaces, cuts, abrasions or punctures from vegetative or C&D sharps. PPE requirements include:

- Reflective vest
- Foot protection (rugged shoes or boots, steel toe and shank if required)
- Long pants

Debris Disposal Monitoring

The hazards of disaster debris disposal monitoring include but are not limited to: struck by or caught in/between vehicles, falls or trips on stairs or uneven surfaces, cuts, abrasions or punctures from vegetative or C&D sharps and struck by falling disaster debris. Monitor towers must be equipped with a first aid kit. PPE requirements include:

- Reflective vest
- Foot protection (rugged shoes or boots, steel toe if required)
- Long pants
- Hard Hat

Debris Removal

The hazards of disaster debris removal include, but are not limited to: struck by vehicles, falls or trips on uneven surfaces, cuts, abrasions or punctures from vegetative or C&D sharps and airborne debris. In addition, PPE requirements include:

- Reflective vest
- Vision and hearing protection
- Foot protection (rugged shoes or boots, steel toe and shank if required)
- Long pants

Debris Disposal and Reduction

The hazards of disaster debris disposal and reduction include but are not limited to: struck by or caught in/between vehicles, falls or trips on uneven surfaces, cuts, abrasions or punctures from vegetative or C&D sharps, struck by falling disaster debris and airborne particles. PPE requirements include:

- Reflective Vest
- Foot protection (rugged shoes or boots, steel toe if required)
- Vision and hearing protection
- Long pants
- Hard hat

Debris Cutting and Trim Work

The hazards of disaster debris cutting and trimming work include but are not limited to: struck by or caught in/between vehicles, falls or trips on uneven surfaces, cuts, abrasions or punctures from

power tools, vegetative or C&D sharps, struck by falling disaster debris and airborne particles. PPE requirements include:

- Reflective vest
- Hand and foot protection (rugged shoes or boots, steel toe if required)
- Vision and hearing protection
- Long pants
- Gloves
- Hard hat

For additional information regarding health and safety requirements, please contact your supervisor, the Debris Management Group Supervisor or the City Dublin Public Works Department at (925) 833-6630 [INSERT UPDATED NUMBER BASED ON INCIDENT NEEDS]. Or City of Pleasanton Public Works Department at [INSERT UPDATED NUMBER BASED ON INCIDENT NEEDS].

Attachment G: Sample Debris Management Site Memorandum of Agreement

This Memorandum of Agreement made and entered into this _____ day of _____ ENTER YEAR, by and between (hereinafter "OWNER"), and the City of _____, California (hereinafter "CITY") (collectively referred to hereinafter as "the Parties").

WHEREAS, the CITY has a debris management plan for the removal, reduction, and disposal of large volumes of debris from public property following large scale disasters; and

WHEREAS, pursuant to the CITY debris management plan, the CITY may or may not enter into an agreement with one or more contractor(s) to manage and operate the removal, reduction, and disposal of disaster generated debris depending on the severity of the incident; and

WHEREAS, OWNER is the owner of a tract of land in ENTER TRACT OF LAND LOCATION (hereinafter "the Property"), more particularly described in Exhibit A attached hereto; and

WHEREAS, the CITY has identified the Property owned by OWNER as a suitable location for a Debris Management Site ("DMS"), to be used by the CITY in the event of a disaster necessitating debris removal, reduction, and disposal; and

WHEREAS, the CITY and the OWNER have agreed to cooperate toward establishment of a DMS to be used by the CITY, or its designees, in the event of emergency assistance efforts requiring debris removal, reduction, and disposal in the City.

Now therefore, the Parties agree as follows:

I. PROPERTY

The Property, as shown and identified as DMS on Exhibit A, constitutes approximately ____ acres available for DMS operations. The physical location of the site is: _____ and is a portion of property owned by OWNER identified as: _____ Real Estate ID#: _____.

II. TERM

Subject to early termination as permitted by Section V herein below, this Agreement shall be for a term of _____ from the date of the Agreement without regard to the Commencement Date (as hereinafter defined).

III. AGREEMENT

OWNER, subject to the terms and conditions set forth herein, hereby agrees to the use of the Property by the CITY for purposes of staging, storing, reducing, and properly disposing of disaster generated debris following a natural or man-made event.

IV. CITY OBLIGATIONS

- a. Obtain, or cause to be obtained, all required local, state, and federal permits for the operation of a DMS;
- b. Install, or caused to be installed, if necessary, a temporary access road (of gravel, graded dirt, or other temporary material) for access of debris hauling vehicles to the Property;
- c. Manage, or cause to be managed, the DMS during the entire period of CITY use;
- d. Remove, or cause to be removed, all debris, vehicles, equipment, and temporary structures located on the property which were placed thereon by the CITY, its employees, agents, contractors, subcontractors, and representatives;
- e. Restore, or cause to be restored, the property to the property's pre-use condition prior to the return of use of property to the OWNER;
- f. Perform, or cause to be performed, soil testing and abatement of any hazards created on the property as a direct result of CITY use as required under local, state, and federal law prior to the closing of the debris site and return of use of the property to the OWNER;
- g. Repair, or cause to be repaired, any damage to the property, including buildings and structures located on the property, caused as a direct result of CITY use of the property; in lieu of making or causing to make repair, the CITY may compensate OWNER for the cost of said repair upon agreement of both parties.

V. OWNER OBLIGATIONS

- a. Take no action that renders the Property unusable as a temporary disaster debris disposal site as determined by the CITY;
- b. Upon notification (either verbal or in writing) by the CITY of the CITY'S intent to make use of some or all of the Property as a DMS under the terms and conditions of this Agreement, to make as much of the Property as deemed necessary by the CITY immediately available to the CITY, and to immediately remove all personal property (including, but not limited to vehicles and equipment) from those portions of the Property identified by the CITY for use;
- c. Not interfere in any manner with CITY-controlled debris management operations during the period of the CITY'S use of the Property under the terms and conditions of this Agreement.

VI. COMMENCEMENT DATE

The CITY will initiate DMS operations immediately preceding an event anticipated to generate debris within the CITY, or immediately following an event that generated debris within the CITY.

The CITY will activate this Agreement through verbal notification to the OWNER, followed by written notification transmitted by United States mail as certified or registered mail, return receipt requested, postage paid, and addressed to OWNER. The "Commencement Date" shall be the date upon which notification is verbally provided by the CITY to OWNER.

VII. ASSIGNMENT

OWNER shall not sell or in any way assign, transfer, or encumber his control of the Property without prior written notification to the CITY.

VIII. COMPENSATION

The parties agree that no compensation will be rendered for the use of the Property by the CITY. The CITY, or its designee(s), shall be responsible for restoring the Property to its original state.

IX. DMS OPERATIONS

The CITY, or its designee(s), will establish, operate, and monitor Debris Management Site (“DMS”) operations from the time of activation of this agreement through site restoration.

X. WORKING HOURS

Working hours for the DMS are only during daylight hours, seven days a week. Working hours may need to be adjusted to accommodate 24-hour operations depending on the severity of the incident.

XI. DEBRIS DISPOSAL

The CITY, or its designee(s), will properly, promptly and lawfully dispose of all waste, ash, and debris brought to or generated on the DMS.

XII. DEBRIS SOURCES

The debris stream entering the DMS may include debris generated in the unincorporated areas of Alameda County, the CITY, areas within neighboring municipalities, and from road rights-of-way maintained by the California Department of Transportation (Caltrans). The CITY will coordinate with Caltrans, and neighboring municipalities with regard to debris disposal at the CITY-operated DMS. The intention of this Agreement is to create an arrangement where Caltrans, and municipalities can deliver their debris to the DMS upon approval by the CITY and does not necessitate individual agreements between the OWNER and each entity.

XIII. NOTICES

Any notice or demand which by any provision of this agreement is required or allowed to be given by either party to the other shall be deemed to have been sufficiently given for all purposes when made in writing and sent in the United States mail as certified or registered mail, return receipt requested, postage paid, and addressed to the following respective addresses:

XIV. INDEMNIFICATION

The CITY agrees to indemnify and hold harmless OWNER from any claims, causes of action, administrative proceedings, and any and all other legal claims directly arising out of or relating to any damage, injury, loss, or other actions or omissions taken by CITY, its employees, agents, contractors, subcontractors, and representatives as a direct result of the CITY’s use of the Property under the terms and conditions of the Agreement. The CITY shall not be liable for any damage, injury, loss, or other actions or omissions not taken by CITY, its employees, agents,

contractors, subcontractors and representatives, including acts of third parties not operating at the direction of or under the control of CITY. Further, CITY shall not be liable for any injury, damage, or loss sustained by OWNER as a result of OWNER’S breach of the terms and conditions of this Agreement.

XV. TERMINATION

This Agreement shall be in effect from the last date written below until _____. This Agreement may be terminated by either party upon submission of a thirty-day advance written notice of termination. It is the intention of the Parties to discuss the renewal of this Agreement on an annual basis. Such renewals, if mutually agreed upon, shall be evidenced by an executed Supplemental Memorandum of Agreement. The Parties may choose to negotiate new or changed terms at the time of renewal.

OWNER: _____

CITY: _____

XVI. ENTIRE AGREEMENT

The OWNER and the CITY agree that this document constitutes the entire agreement between the two parties and may only be modified by a written mutual agreement signed by the parties. Modifications may be evidenced by facsimile signatures. Unless and until further modified, this agreement shall consist of this document and the following attachments or addenda: Exhibit A

XVII. GOVERNING LAW

Both parties agree that this Agreement shall be governed by the laws of the State of California.

This Agreement shall be effective on the date of the last signature below. City in witness whereof, the Parties have each executed this Agreement, this the ____ day of _____, (ENTER YEAR).

OWNER
BY: _____
(Signature)

(Print Name) _____

(Title) _____

DATE : _____

CITY

BY: _____
(Signature)

(Print Name) _____

(Title) _____

DATE: _____

WITNESS

BY: _____
(Signature)

(Print Name) _____

(Title) _____

DATE: _____

Attachment H: Field Documentation

The following documents are provided to support debris management operations. They include force account tracking records, truck load and debris haul out tickets, disposal logs and truck certifications:

1. [Force Account Labor Summary Record](#)
2. [Force Account Equipment Summary Record](#)
3. Load Ticket
4. Debris Haul Out Ticket
5. Disposal Monitoring Log
6. Truck Certification Form and Instructions

DEPARTMENT OF HOMELAND SECURITY FEDERAL EMERGENCY MANAGEMENT AGENCY FORCE ACCOUNT LABOR SUMMARY RECORD		O.M.B. No. 1660-0017 Expires December 31, 2011								
APPLICANT _____		PAGE _____ OF _____								
LOCATION/SITE _____	PROJECT NO. _____	DISASTER _____								
DESCRIPTION OF WORK PERFORMED _____ _____ _____										
DATES AND HOURS WORKED EACH WEEK		COSTS								
NAME	DATE									
JOB TITLE	REG.									
	O.T.									
NAME	REG.									
JOB TITLE	O.T.									
NAME	REG.									
JOB TITLE	O.T.									
NAME	REG.									
JOB TITLE	O.T.									
		TOTAL HOURS								
		TOTAL HOURLY RATE								
		TOTAL COSTS								
		TOTAL COSTS FOR FORCE ACCOUNT LABOR REGULAR TIME								\$ _____
		TOTAL COST FOR FORCE ACCOUNT LABOR OVERTIME								\$ _____
I CERTIFY THAT THE INFORMATION ABOVE WAS OBTAINED FROM PAYROLL RECORDS, INVOICES, OR OTHER DOCUMENTS THAT ARE AVAILABLE FOR AUDIT.										
CERTIFIED _____								DATE _____		

DEPARTMENT OF HOMELAND SECURITY FEDERAL EMERGENCY MANAGEMENT AGENCY FORCE ACCOUNT EQUIPMENT SUMMARY RECORD			O.M.B. No. 1660-0017 Expires October 31, 2008
APPLICANT		PROJECT NO.	PAGE ____ OF ____
LOCATION/SITE		CATEGORY	PERIOD COVERING
DESCRIPTION OF WORK PERFORMED			
TYPE OF EQUIPMENT		DATES AND HOURS USED EACH DAY	
INDICATE SIZE, CAPACITY, HORSEPOWER, MAKE AND MODEL AS APPROPRIATE	EQUIPMENT CODE NUMBER	OPERATOR'S NAME	COSTS
		DATE	TOTAL EQUIPMENT RATE
		HOURS	TOTAL HOURS
		HOURS	TOTAL COST
		HOURS	
		HOURS	
		HOURS	
		HOURS	
		HOURS	
		HOURS	
GRAND TOTAL			
I CERTIFY THAT THE ABOVE INFORMATION WAS OBTAINED FROM PAYROL RECORDS, INVOICES, OR OTHER DOCUMENTS THAT ARE AVAILABLE FOR AUDIT.			
CERTIFIED			DATE
TITLE			

Print Form

FEMA Form 90-127, FEB 06

Load Ticket		Ticket No. 0012345	
Municipality (Applicant)		Prime Contractor	
		Sub-Contractor	
Truck Information			
Truck No		Capacity	
Truck Driver (print legibly)			
Loading Information			
Loading	Time	Date	Inspector/Monitor
Location (Address or Cross Streets)			
When Using GPS Coordinates use Decimal Degrees (N xx.xxxxx)			
N		W	
Unloading Information			
Debris Classification		Estimated %, CYs, or Actual Weight	
<input type="checkbox"/> Vegetation <input type="checkbox"/> C&D <input type="checkbox"/> White Goods <input type="checkbox"/> HHW <input type="checkbox"/> Other* See Below			
Unloading	Time	Date	Inspector/Monitor
DMS Name and Location			
*Other Debris Explanation		Original: Applicant Copy 1: _____ Copy 2: _____ Copy 3: _____	

DEBRIS HAULOUT TICKET		TICKET NUMBER #
Applicant:		Disaster #
Program:		Contractor:
Truck # :		Truck Capacity:
Driver's Name:		
TDSR Site:		
Haulout Debris Classification:		
<input type="checkbox"/> Vegetative Mulch	<input type="checkbox"/> White Goods	
<input type="checkbox"/> Ash	<input type="checkbox"/> Hazardous Materials / Toxic	
<input type="checkbox"/> C & D Mulch	<input type="checkbox"/> Household Hazardous Waste	
<input type="checkbox"/> C & D Compacted	<input type="checkbox"/> Other: _____	
Loading Time:		Loading Date:
Monitor Signature:		I.D. #
Disposal Site Location:		Scale Ticket #
Load Call (%):		Weight (tons / lbs.):
Disposal Time:		Disposal Date:
Monitor Name (print):		I.D. #
Contractor Name (print):		I.D. #
Notes:		
<i>White - Applicant Green and Yellow - Contractor Pink - Driver Gold - Site Copy</i>		

DISPOSAL MONITOR LOG

Legend
 ✓ = All Good
 Initials = Fixed
 X = Problem


Project		Site	Date	QC Monitor		#	Project (App/Disc/Prpg.)	Truck Number	House Number	Street / Origin	Correct Zone	Debris Class	Correct Dates & Times	Disposed Site	Load Count / Weight	CONFORM CODE	ERROR NOTE
ARRIVAL	TICKET #	COLLECTION #	MONITOR Last Name	TRUCK #	CAP	%											
A																	
P																	
A																	
P																	
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Page ____ of ____

Disposal Monitor #

Check-out Supervisor Signature #

Truck Information			
Make	Year	Color	License
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
Truck Measurements			
Performed By: _____		Date: _____	
Volume Calculated By: _____		Date: _____	
Both Checked By: _____		Date: _____	
Driver Information			
Name: _____			
Address: _____			
Phone Number: _____			
Owner Information			
Name: _____			
Address: _____			
Phone Number: _____			
Truck Identification: _____			
Truck Capacity: _____			
			
Photo			

Truck Certification Form Calculation Instructions

Instructions to take the necessary dimensions of corner wedge (refer to Figure B-6):

“a”: Along the side of the bed, measure the distance from the point where the rounded part of the bed starts, to the front corner of the bed.

“b”: Equal to “a.”

“c” and “d”: Along the side of the bed, mark the point where the rounded part of the bed starts, and along the front of the bed, also mark the point where the rounded part of the bed ends. Run a string between the two points and measure the distance between them; half of that distance is “c” and half of the distance is “d” (“c” and “d” are equal).

“e”: Measure the distance from the mid-point of the string that was stretched from the side to the front of the bed in the previous step to the rounded part of the bed.

Extra trailer: The volume calculations for the extra trailer would be simply length x width x height if the extra trailer has a rectangular bed. However, if the extra trailer also has round corners at the front, the volume calculation would be the same as explained above.

Instructions to take the necessary dimensions of round bottom truck (refer to Figure B-6):

“a”: The width of the bed.

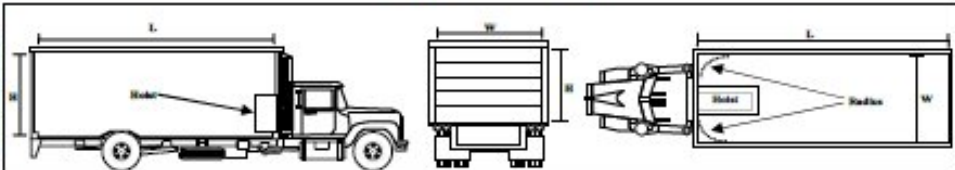
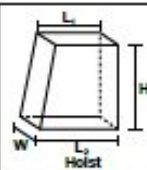
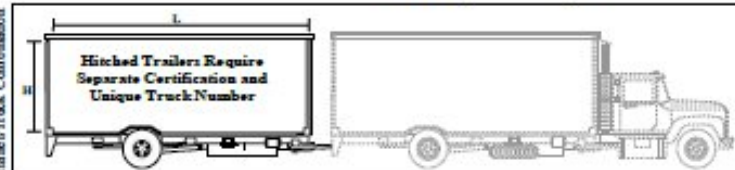
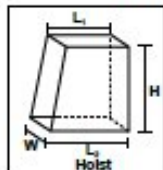
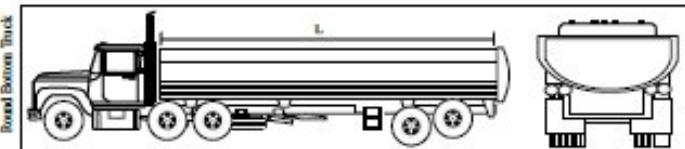
“b”: The depth of the vertical portion (the side) of the bed.

“c” and “d”: Both are equal to half the width of the bed.

“e”: Run a string between the lower ends of the vertical portions of the bed (the sides), and measure the distance from the mid-point of the string to the bottom of the bed.

NOTE: All dimensions used in the above formulas must be in feet, with inches converted to fractions of feet, using the following conversions (for example, 8 feet, 5 inches should be written as 8.42 feet):

1 inch = .08 foot	7 inches = .58 foot
2 inches = .17 foot	8 inches = .67 foot
3 inches = .25 foot	9 inches = .75 foot
4 inches = .33 foot	10 inches = .83 foot
5 inches = .42 foot	11 inches = .92 foot
6 inches = .50 foot	

DUMP TRUCK			
Measurements			
Truck Measurements	Length (L) = <input style="width: 100px;" type="text"/>	Width (W) ft = <input style="width: 100px;" type="text"/>	Height (H) ft = <input style="width: 100px;" type="text"/>
Hoist Measurement	Length ₁ (L ₁) ft = <input style="width: 100px;" type="text"/>	WidthH (W ₁) ft = <input style="width: 100px;" type="text"/>	Height ₁ (H ₁) ft = <input style="width: 100px;" type="text"/>
	Length ₂ (L ₂) ft = <input style="width: 100px;" type="text"/>		
Radius	Radius ft = <input style="width: 100px;" type="text"/>	Height (H) = <input style="width: 100px;" type="text"/>	
Calculations			
Bed Volume (Basic)	$(L \times W \times H) / 27 =$ <input style="width: 100px;" type="text"/>	cyd	
Hoist Volume	$((L_1 + L_2) / 2 \times W_1 \times H_1) / 27 =$ <input style="width: 100px;" type="text"/>	cyd	
Radius Volume	$(3.14 \times R^2 \times H) / 27 =$ <input style="width: 100px;" type="text"/>	cyd	
Total = <input style="width: 100px;" type="text"/>		Cubic Yards	
Truck Measurements			
EXTRA TRAILER			
Measurements			
Truck Measurements (Basic)	Length (L) = <input style="width: 100px;" type="text"/>	Width (W) ft = <input style="width: 100px;" type="text"/>	Height (H) ft = <input style="width: 100px;" type="text"/>
Hoist Measurement	Length ₁ (L ₁) ft = <input style="width: 100px;" type="text"/>	WidthH (W ₁) ft = <input style="width: 100px;" type="text"/>	Height ₁ (H ₁) ft = <input style="width: 100px;" type="text"/>
	Length ₂ (L ₂) ft = <input style="width: 100px;" type="text"/>		
Radius	Radius ft = <input style="width: 100px;" type="text"/>	Height (H) = <input style="width: 100px;" type="text"/>	
Calculations			
Bed Volume (Basic)	$(L \times W \times H) / 27 =$ <input style="width: 100px;" type="text"/>	cyd	
Hoist Volume	$((L_1 + L_2) / 2 \times W_1 \times H_1) / 27 =$ <input style="width: 100px;" type="text"/>	cyd	
Radius Volume	$(3.14 \times R^2 \times H) / 27 =$ <input style="width: 100px;" type="text"/>	cyd	
Total = <input style="width: 100px;" type="text"/>		Cubic Yards	
Trailer/Truck Combination			
ROUND BOTTOM TRUCK			
Measurements			
Truck Measurements	Length (L) ft = <input style="width: 100px;" type="text"/>	Diameter (D) ft = <input style="width: 100px;" type="text"/>	
Calculations			
Approx. Volume $(3.14 \times (D/2)^2 \times L) / 27 =$ <input style="width: 100px;" type="text"/>		cyd (round bottom portion only)	
Round Bottom Truck			Cubic Yards

Attachment I: Contractor, Disposal and Recycling Contacts

Attachment I: Contractor, Disposal and Recycling Contacts

This attachment provides contact information for debris hauling and monitoring businesses, City franchise waste haulers, disposal sites and recycling operators in **Tables 1 -5**.

Table 1: Debris Hauling Firm

Company Name	Phone	Email	Address

Table 2: Debris Monitors

Company Name	Phone	Email	Address

Table 3: Franchise Waste Hauler

Company Name	Phone	Email	Address
<p>1. Dublin Amador Valley Industries</p>	<p>925-979-9545</p>	<p>info@amadorvalleyindustries.com</p>	<p>Mailing Address PO Box 12617 Pleasanton, CA 94588</p> <p>Customer Service Center 6175 Southfront Rd. Livermore, CA 94551 925-479-9545 Fax 925-454-0782</p>
<p>2. Pleasanton Pleasanton Garbage Service:</p>	<p>925-449-7300</p>	<p>info@pleasantongarbage.com</p>	<p>Mailing Address: Pleasanton Garbage Service, Inc. P.O. Box 399 Pleasanton, CA 94566</p> <p>Business Address: Pleasanton Garbage Service, Inc. 3110 Busch Road Pleasanton, CA 94566</p>

Table 4: Final Disposal Locations

Site Name	Market	Operator	Location	Phone
Vasco Road Landfill, LLC	Residential and commercial municipal solid waste (MSW), green-waste, clean wood-waste, construction and demolition (C&D) debris (clean brick, concrete, asphalt, plaster, stucco, clean drywall), dirt, white goods, TVs/monitors, tires, household recycling (glass, cardboard, paper, plastic)	Republic Services	4001 North Vasco Road	925-447-0491
Altamont Landfill & Resource Recovery	MSW, asbestos (friable/non-friable), yard waste, industrial and special waste, drums (liquids and solids), C&D, sludge, biosolids	Waste Management	10840 Altamont Pass Rd, Livermore, CA 94550	866-909-4458
Livermore Household Hazardous Waste Facility	Household hazardous waste including: pesticides, household batteries, automotive batteries and fluids, fertilizers, pool chemicals, photo chemicals, paint/varnish, toxic cleaning products, mercury containing items, medications, sharps/needles.	Alameda County	5584 La Ribera St., Livermore, CA	800-606-6606

Table 5: Recycling Resources

Site Name	Address	Phone	Material Streams Collected
Altamont Landfill & Resource Recovery	10840 Altamont Pass Rd, Livermore, CA 94550	866-909-4458	Metals, tires, C&D and mulch.
Century Recycling Livermore	2388 Research Dr Livermore, CA 94550	925-243-1228	California Redemption Value (CRV) items (aluminum, glass, plastic, bi-metal), metals, plastic, glass.
Nica Metals	101 Greenville Road Livermore, CA 94551	925-443-6422	Metals, glass, paper, plastic
Recycling Resource Recovery Systems, LLC	3110 Busch Road Pleasanton, CA 94566	925-846-4062	E-waste, glass, metal, paper, plastic
Vintage Tech E-Waste Recycling	2442 Research Dr. Livermore, CA 94550	925-371-1050	E-waste

Attachment J: Sample Press Release

Debris Event Press Release Template

[YOUR LOGO HERE]

Contact Name
Phone
Email
Website

FOR IMMEDIATE RELEASE

[A Captivating Headline]

[Optional Sub-header That Builds on The Headline]

For Immediate Release (Approximately 48-72 Hours Prior to Incident)

The City of _____, California – The potential for dangerous conditions is eminent for the City and its residents. The City is prepared and has a plan in place to immediately respond following the incident. Once dangerous conditions subside, and roads have been cleared of obstructions, residents should bring any debris to the public right-of-way for removal.

The public right-of-way is the area of residential property that extends from the street to the sidewalk, ditch, utility pole or easement. Residents should separate clean, vegetative debris (woody debris such as limbs and shrubbery) from construction and demolition debris. Do not mix hazardous material, such as paint cans, aerosol sprays, batteries, or appliances with construction and demolition debris. Household garbage, tires or roof shingles cannot be combined with any

INSERT INCIDENT related debris.

Do not place debris near water meter vault, fire hydrant or any other above-ground utility. Only debris placed on the public right-of-way will be eligible for collection until further notice.

If all debris is not picked up during the initial pass, residents should continue to push remaining debris to the public right-of-way for collection on subsequent passes. Residential debris drop-off locations may be available within the City. Check the City’s Web site at **INSERT WEB SITE**,

INSERT SOCIAL MEDIA SITE(S) for the location of these sites and the hours of operation or call **INSERT NUMBER**. The City website will also provide City office closure times/date (including garbage collection and City facilities). All reconstruction debris (debris resulting from rebuilding) is the responsibility of the homeowner. Those items must be dropped off at the **INSERT**

LOCATION.

City of _____ residents are encouraged to stay indoors until the danger has passed. Please tune into local news channels for updated weather information.

#####

For Immediate Release (Approximately 0-72 Hours Following Incident)

The City of _____, California – The City is beginning its recovery process in the wake of **INSERT INCIDENT**. City residents are asked to place any **INSERT INCIDENT** related debris on the public right-of-way.

The public right-of-way is the area of residential property that extends from the street to the sidewalk, ditch, utility pole or easement. Keep vegetative debris (woody debris such as limbs and shrubbery) separated from construction and demolition debris, as they will be collected separately. Bagged debris should not be placed on the public right-of-way, only loose debris will be collected. Any household hazardous waste, roof shingles or tires resulting from **INSERT INCIDENT**, may be eligible for removal and should be separated at the curb.

Do not place near water meter vault, fire hydrant or any other above-ground utility. Only debris placed on the public right-of-way will be eligible for collection until further notice.

If all debris is not picked up during the initial pass, please continue to push remaining debris to the right-of-way for collection on subsequent passes. Household garbage collection will resume to its normal schedule on **INSERT DATE AND TIME**. Please check the City's Web site **INSERT WEB SITE, INSERT SOCIAL MEDIA SITE(S)** for additional information and updates on the debris removal process.

For more information, please call the City's debris hotline at **INSERT NUMBER**.

#####

For Immediate Release (72 Hours Prior to Final Pass of Debris Removal)

The City of _____, California. – Final preparations are being made for the third and potentially final pass for debris removal in the wake of **INSERT INCIDENT**.

City residents should have all **INSERT INCIDENT** related debris in front of their homes on the public right-of-way (the area of residential property that extends from the street to the sidewalk, ditch, utility pole or easement) no later than **INSERT DATE** to be eligible for pick-up.

The City will not be able to guarantee that debris placed on the public right-of-way after the specified deadline will be removed.

Residents should continue to separate vegetative debris (woody debris such as limbs and shrubbery) and construction and demolition debris. Do not place debris near water meter vault, fire hydrant or any other above-ground utility. Hazardous household chemicals such as paint cans and batteries may be deposited at the **INSERT LOCATION**.

You can follow the debris removal efforts in your neighborhood and the rest of the City by going to the City’s Web site at **INSERT WEB SITE, INSERT SOCIAL MEDIA SITE(S)**, or by calling **INSERT NUMBER**.

#####

Separating Debris Graphic

Separating Your Debris
Debris should be placed curbside, without blocking the roadway or storm drains.

NO PICKUP ZONE
Any debris placed from the sidewalk toward your property will not be picked up.

DEBRIS SEPARATION
Separate debris into the six categories shown below.
DO NOT STACK OR LEAN
Placing debris near or on trees, poles, or other structures makes removal difficult. This includes fire hydrants and meters.
UNSURE WHERE TO PLACE DEBRIS?
If you don't have a sidewalk, ditch, or utility line in front of your house, place debris at the edge of your property before the curb.

Normal Household Trash
Normal household trash and bagged debris of any kind will not be picked up with disaster debris. You should continue to follow your normal garbage removal schedule.

VEGETATIVE DEBRIS

- Leaves (do not put in bags)
- Logs
- Plants
- Tree branches

CONSTRUCTION & DEMOLITION DEBRIS

- Building materials
- Carpet
- Drywall
- Furniture
- Lumber
- Mattresses
- Plumbing

APPLIANCES & WHITE GOODS

- Air conditioners
- Dishwashers
- Freezers
- Refrigerators
- Stoves
- Washers, dryers
- Water heaters

ELECTRONICS

- Computers
- Radios
- Stereos
- Televisions
- Other devices with a cord

HOUSEHOLD HAZARDOUS WASTE

- Cleaning supplies
- Batteries
- Lawn chemicals
- Oils
- Oil-based paints and stains
- Pesticides

For more information contact:

Attachment K: Hazardous Stump Extraction and Removal

FEMA Public Assistance Program and Policy Guide FP 104-009-02 V4

Section VI. A. c. Stump Removal

For stumps that have 50 percent or more of the root-ball exposed, removal of the stump and filling the root-ball hole are eligible. If grinding a stump in-place is less costly than extraction, grinding the stump in-place is eligible.

Stump removal in areas with known or high potential for archeological resources usually requires that FEMA further evaluate and consult with the State Historic Preservation Officer (SHPO) or Tribal Historic Preservation Officer (THPO). If the Applicant discovers any potential archeological resources during stump removal, the Applicant must immediately cease work and notify FEMA.

Contracted Stump Removal

FEMA only reimburses contracted costs charged on a per-stump basis if:

- The stump is 2 feet or larger in diameter measured 2 feet above the ground; and
- Extraction is required as part of the removal.

The Applicant needs to ensure the price for stump removal includes extraction, transport, disposal, and filling the root-ball hole.

For stumps that have less than 50 percent of the root-ball exposed, FEMA only provides FEMA PA funding to flush cut the item at ground level and dispose of the cut portion based on volume or weight. Grinding any residual stump is not eligible.

For stumps smaller than 2 feet in diameter, or for stumps of any size that do not require extraction, FEMA only provides FEMA PA funding based on volume or weight as removal of these stumps does not require special equipment. If the Applicant claims reimbursement of these stumps on a per stump basis, FEMA limits PA funding based on a unit price for volume or tons, calculated using the Stump Conversion Table (Located on the following pages of this Attachment).

If the Applicant incurs additional costs in picking up stumps 2 feet or larger in diameter that the contractor did not extract, it should complete the Hazardous Stump Worksheet ((Located on the following pages of this Attachment) and present documentation to substantiate the costs as reasonable based on the equipment required to perform the work.

(d) Documentation Requirements

The Applicant must provide all of the following documentation to support the eligibility of removing tree limbs, branches, stumps, or trees that are still in place:

- Specifics of the immediate threat with the U.S. National Grid (USNG) location and photograph or video documentation that establishes the item is on public property;
- Diameter of each item removed (measurement must be 2 feet up the trunk from the ground for stumps and 4.5 feet up for trees);
- Quantity of material to fill root-ball holes; and

- Equipment used to perform the work.

STUMP CONVERSION TABLE

Diameter to Volume Capacity

FEMA quantifies the number of cubic yards of debris for each size of stump based on the following formula:

$$\frac{[(\text{Stump Diameter}^2 \times 0.7854) \times \text{Stump Length}] + [(\text{Root-Ball Diameter}^2 \times 0.7854) \times \text{Root-Ball Height}]}{46,656}$$

- 0.7854 is one-fourth Pi and is a constant.
- 46,656 is used to convert cubic inches to cubic yards and is a constant.

The formula used to calculate the cubic yardage used the following factors, based upon findings in the field:

- Stump diameter measured 2 feet up from the ground
- Stump diameter to root-ball diameter ratio of 1:3.6
- Root-ball height of 31 inches

See the conversion chart on the following page.

Stump Diameter (Inches)	Debris Volume (Cubic Yards)	Stump Diameter (Inches)	Debris Volume (Cubic Yards)
6	0.3	46	15.2
7	0.4	47	15.8
8	0.5	48	16.5
9	0.6	49	17.2
10	0.7	50	17.9
11	0.9	51	18.6
12	1	52	19.4
13	1.2	53	20.1
14	1.4	54	20.9
15	1.6	55	21.7
16	1.8	56	22.5
17	2.1	57	23.3
18	2.3	58	24.1
19	2.6	59	24.9
20	2.9	60	25.8
21	3.2	61	26.7
22	3.5	62	27.6
23	3.8	63	28.4
24	4.1	64	29.4
25	4.5	65	30.3
26	4.8	66	31.2
27	5.2	67	32.2
28	5.6	68	33.1
29	6	69	34.1
30	6.5	70	35.1
31	6.9	71	36.1
32	7.3	72	37.2
33	7.8	73	38.2
34	8.3	74	39.2
35	8.8	75	40.3
36	9.3	76	41.4
37	9.8	77	42.5
38	10.3	78	43.6
39	10.9	79	44.7
40	11.5	80	45.9
41	12	81	47
42	12.6	82	48.2
43	13.3	83	49.4
44	13.9	84	50.6
45	14.5		

Hazardous Stump Worksheet

Applicant: _____ Date: _____
 Applicant Representative: _____ Signature: _____
 FEMA Representative (if available): _____ Signature: _____
 State Representative (if available): _____ Signature: _____

	Physical Location (i.e., Street address, road, cross streets, etc.)	Description of Facility (ROW, Park, City Hall, etc.)	Hazard		GPS (decimal degrees, 00.000000)		Tree Size (Diameter)	Eligible		Fill For Debris Stumps CY	Comments (See attached sketch, photo, etc.)
			Yes	No	Latitude (N)	Longitude (W)		Yes	No		
1											
2											
3											
4											
5											
6											
7											
8											
9											
10											

Attachment L: Temporary Debris Management Site Guidance

Temporary Debris Management Site (TDMS) Checklist

The following basic steps outline procedures for selecting and operating a TDMS. The FEMA Public Assistance Debris Management Guide FEMA-325 / July 2007 contains additional information including site selection. https://www.fema.gov/sites/default/files/2020-07/fema_325_public-assistance-debris-mgmt-plan_Guide_6-1-2007.pdf

1. Gather baseline data from the site to document the state of the land before debris is deposited. The attached Investigation of Property Suitability form can be used to assess potential sites. The following action items are recommended to compile baseline information:
 - a. Photograph the site – Digital photos should be taken to capture the state of the site before debris reduction activities begin. Photos should be updated periodically throughout the project to document the progression of the site.
 - b. Record physical features – Records should be kept detailing the physical layout and features of the site. Items such as existing structures, fences, landscaping, etc., should be documented in detail.
 - c. Historical evaluation – The past use of the site area should be researched and documented. Issues relating to historical or archeological significance of the site should be cleared with the state historical preservation agency.
 - d. Sample soil and water – If possible and deemed necessary, soil, and groundwater samples will be taken before debris reduction activities commence. Samples will help ensure the site is returned to its original state. Typically, soil and groundwater samples should be analyzed for total Resource Conservation and Recovery Act (RCRA) metals, volatile organic compounds, and semi-volatile organic compounds using approved U.S. Environmental Protection Agency (EPA) methods
2. Acquire the necessary approvals for the site – TDMSs will require approval from the Alameda County Environmental Health Department serving as the Local Enforcement Agency (LEA) for the County. Use the attached TDMS Information Form to record site information. Coordinate with local and state authorities for any additional approvals
3. Set up the TDMS
 - a. Determine the layout for the site. See attached example.
 - b. Determine traffic patterns for trucks to safely enter and exit the site.
 - c. Set up monitor tower(s)
4. Begin TDMS operations
 - a. Establish debris staging and reduction operations
 - b. Conduct disposal monitoring
5. Begin environmental monitoring program of TDMS
6. Open additional TDMSs as necessary
7. Complete the disposal of reduced debris
8. Close out and remediate TDMSs

TDMS Investigation of Property Suitability

DATE OF SITE INVESTIGATION:

OWNERSHIP OF PROPERTY (CHECK ONE): Municipal Property County Property
 Private Property
 Other Ownership (describe)

PROPERTY NAME:

PROPERTY OWNER'S NAME:

PROPERTY OWNER'S ADDRESS:

PROPERTY OWNER'S PHONE NUMBER:

PROPERTY OWNER'S EMAIL ADDRESS:

ESTIMATED PROPERTY SIZE:

SITE GPS COORDINATES:

PHYSICAL ADDRESS:

CHARACTERIZATION OF NEIGHBORING PROPERTIES	
EVALUATION FACTOR	COMMENTS
Property Current Land Use	
Any proposed future land uses	
Environmental issues	
Proximity to Schools, Churches, Community Centers	
Property topography	
Open water sources	
Ground water wells	
Access to electricity/sewer/water	
Soil integrity	
Surface water drainage	
Prevailing wind direction	
Ingress/Egress	
Lighted area	
Site security	
Buffer Distance for Noise Control	
Property Developed	
Property Adjacent to Airport/Airfield	
Site able to handle large volume of trucks	

SITE PREPARATION: High _____ Medium _____ Low _____

SUITABILITY TO WET WEATHER: High _____ Medium _____ Low _____

ABILITY TO SERVE A SPATIAL AREA: High _____ Medium _____ Low _____

SITE ACCEPTABILITY FOR WHAT TYPE OF REDUCTION METHOD (CHECK APPLICABLE METHOD(S)):

Open Burning _____

Air Curtain Incineration _____

Grinding _____

**Note – likely use as a citizen drop-off site, no reduction on-site*

WILL THIS SITE BE RECOMMENDED FOR USE: (YES/NO)? EXPLAIN WHY:

_____ C&D

_____ Vegetative

_____ Both C&D and Vegetative

_____ White Goods

_____ Other (Describe _____)

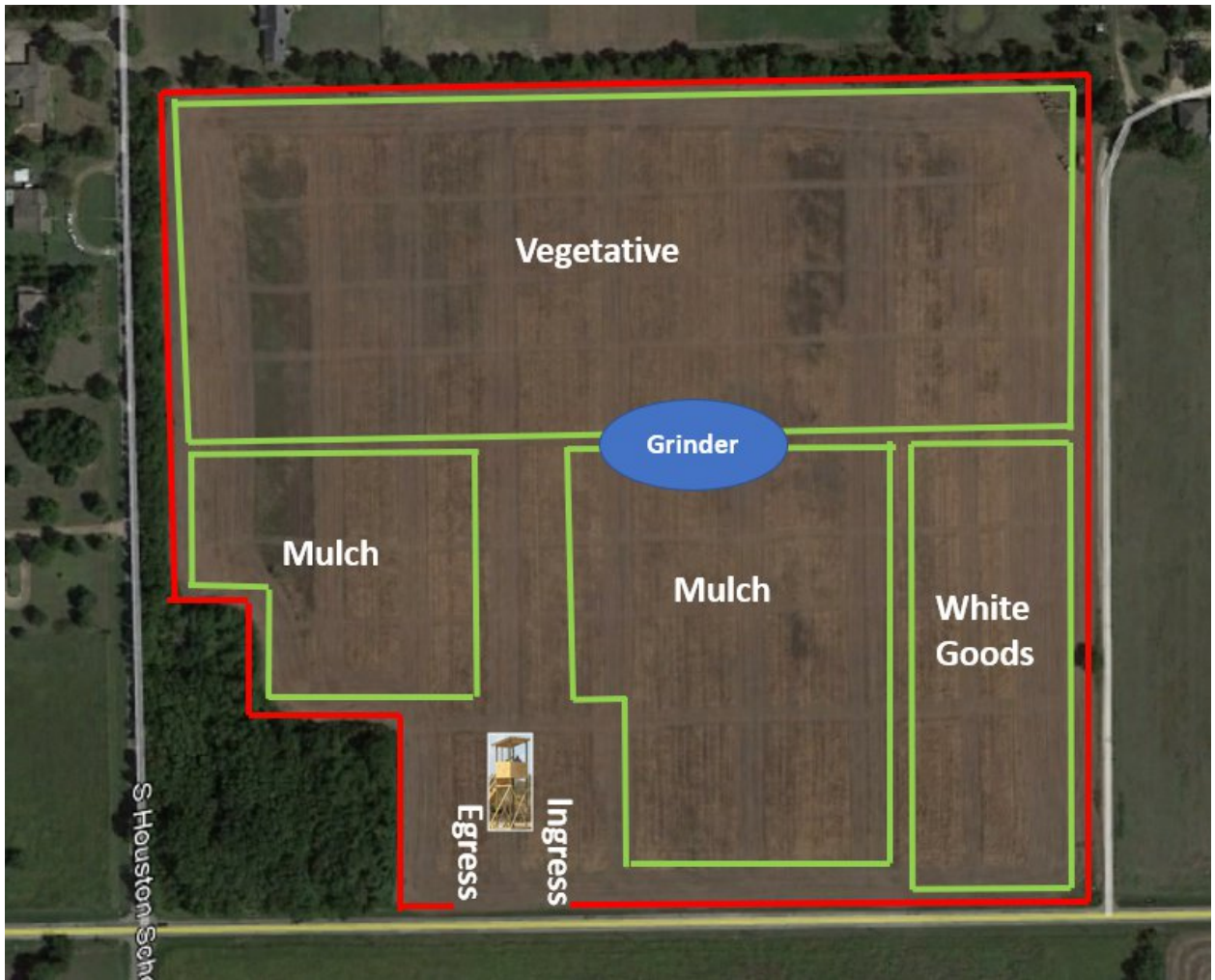
LIST NUMBERS OF EACH PHOTOGRAPH TAKEN OF THE PROPERTY:

LIST THE CLOSEST LANDFILL AND APPROXIMATE DISTANCE FROM SITE:

NOTES:

Attach photos of the site.

Sample Layout of a TDMS



TDMS Information Form

CLIENT DATA			
Client Name	Disaster	Effective Date	
Site Management Contact	Phone	Tt Data Quality Specialist	Phone
SITE DATA			
Disposal Site Name	<input type="checkbox"/> Temp Storage/Reduction (TDSRS)	<input type="checkbox"/> Final Disposal Site	
	<input type="checkbox"/> Staging Site	LF Class: _____	
Physical Site Address	City	State	Zip
GPS Coordinates (decimal degrees, very important)	Describe site location, intersection, etc.		
N	W		
List debris classes being accepted and reduction methods being utilized			
INBOUND DEBRIS TYPE	REDUCTION METHOD	PRE-EXISTING ESTIMATE (CY)	INTENDED DISPOSITION
SITE MANAGEMENT CONTRACTOR / VENDOR			
Vendor Name	Invoicing Contact	Phone	<input type="checkbox"/> Have Contract?
Mailing Address	City	State	<input type="checkbox"/> Amendment(s)?
		Zip	
Additional notes / specific contractors assigned to utilize this site:			
Attach site permit(s) and photo(s) to this completed form			

Attachment M: Sample Right of Entry Permit

RIGHT-OF-ENTRY PERMIT

[For Providing Debris Removal on Private Property]

<Insert name of owner> (“Owner”), hereby permits the City of _____ its officers, employees, agents, contractors and subcontractors (“City”), to enter upon Owner’s property commonly identified as <insert property address>, County of Alameda, State of California (“Premises”), subject to all licenses, easements, encumbrances, and claims of title affecting the Premises upon the following terms and conditions:

1. Grant of Right of Entry. Owner hereby grants the City a right of entry (“Permit”) over the Premises for the purpose of inspecting the Premises, testing materials on the Premises, removing and clearing any or all <name of incident> generated debris of whatever nature including but not limited to ash, vehicles, construction debris, trees, waste or other materials from the Premises, subject to the terms and conditions set forth in this Permit. It is fully understood that this Permit does not create any obligation on the City to perform inspection, testing or debris clearance. Owner understands that the City will undertake no cleanup action until the Right-of-Entry Permit is signed and returned.

2. Private Insurance Coverage. Most homeowner’s insurance policies have coverage to pay for the costs of removal of <insert type of incident> generated debris. Owner understands that in the event federal financial assistance is received by the Owner for purposes of inspection, testing or debris removal hereunder, federal law (42 United States Code 5155, et seq.) requires Owner to reimburse the City for the cost of removing <insert name of incident> generated debris to the extent covered in Owner’s insurance policy. Owner also understands that, when requested, Owner must provide a copy of the insurance policy, proof/statement of loss and settlement agreement from Owner’s insurance company to the City.

Owner (____ does, ____ does not) have homeowners or similar insurance. If Owner indicates that Owner does not have such insurance, Owner certifies under penalty or perjury that there was no insurance in effect at the time of the <insert type of disaster>, which may provide coverage for the costs of inspection, testing or debris removal.

3. Duplication of Benefits. Owner (____ has, ____ has not) and (____ will, ____ will not) receive(d) any compensation for debris removal from any other source including Small Business Administration (SBA), individual and family grant program or any other public assistance program. Owner will advise the City in writing within 10 days of receipt of any insurance settlements for debris removal. Owner further agrees to reimburse the City within 30 days of receipt, from such proceeds, for the cost of the debris removal conducted by the City. In the event the insurance proceeds are less than the cost of debris removal incurred by the City, Owner will not be responsible for the difference. If the insurance proceeds exceed the City’s cost of debris removal,

Owner will keep any excess proceeds. Owner understands that all disaster related funding, including that for debris removal from private property, is subject to audit.

4. Hold Harmless. The City shall not be liable for, and Owner shall indemnify and hold harmless the City, the County, the United States Government, the Federal Emergency Management Agency (FEMA), subcontractors, employees and volunteers, against any and all claims, deductibles, self-insured retentions, demands, liability, judgments, awards, fines, mechanics' liens, labor disputes, losses, damages, expenses, personal injury, charges or costs of any kind or character, including attorneys' fees and court costs (herein collectively referred to as "Claims"), which arise out of or are in any way connected to actions arising out of this Permit, and hereby release, discharge and waive any claims and action, in law or equity, arising therefrom. Owner shall make Owner's best efforts to mark any sewer lines, utilities, septic tanks and water lines located on the Premises.

5. No City Assumption of Liability for Remediation. In consideration of the assistance the City is providing to Owner under this Permit, at no cost to Owner, the City assumes no liability or responsibility, and Owner shall not seek to recover from the City, Alameda County, the United States Government, the Federal Emergency Management Agency (FEMA), the State of California, National Resource Conservation Service, CalFire, California Conservation Corps, California Department of Corrections and Rehabilitation or any of their officers, agencies, agents, contractors, subcontractors, employees and volunteers, the costs of any remediation of damages to the Premises incurred due to actions taken pursuant to this Permit.

6. City Agents. Any person, firm, or corporation authorized to work upon the Premises by the City shall be deemed to be the City's agent, including but not limited to California Environmental Protection Agency and its contractors, National Resource Conservation Service, CalFire, California Conservation Corps, California Department of Corrections and Rehabilitation and shall be subject to all applicable terms hereof.

7. Authority. Owner represents and warrants that it has full power and authority to execute and fully perform its obligations under this Permit pursuant to its governing instruments, without the need for any further action, and that the person(s) executing this Permit on behalf of Owner are the duly designated agents of Owner and are authorized to do so, and that fee title to the Premises vests solely in Owners.

8. Entire Agreement. This Permit constitutes the entire agreement between the parties with respect to the subject matter hereof, and all prior or contemporaneous agreements, understandings and representations, oral or written, are superseded.

9. Modification. The provisions of this Permit may not be modified, except by a written instrument signed by both parties.

10. Partial Invalidity. If any provision of this Permit is determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of the Permit shall not be affected thereby. Each provision shall be valid and enforceable to the fullest extent permitted by law.

11. Successors and Assigns. This Permit shall bind and benefit the parties and their successors and assigns, except as may otherwise be provided herein.

12. Notices. Any notice required hereunder shall be provided as follow:

For the City:

Name: _____
 Department: _____
 Address: _____

 Phone _____

For the Owner:

Name: _____
 Department: _____
 Address: _____

 Phone _____

IN WITNESS WHEREOF, Owner and the City have executed this Permit effective as of _____(date).

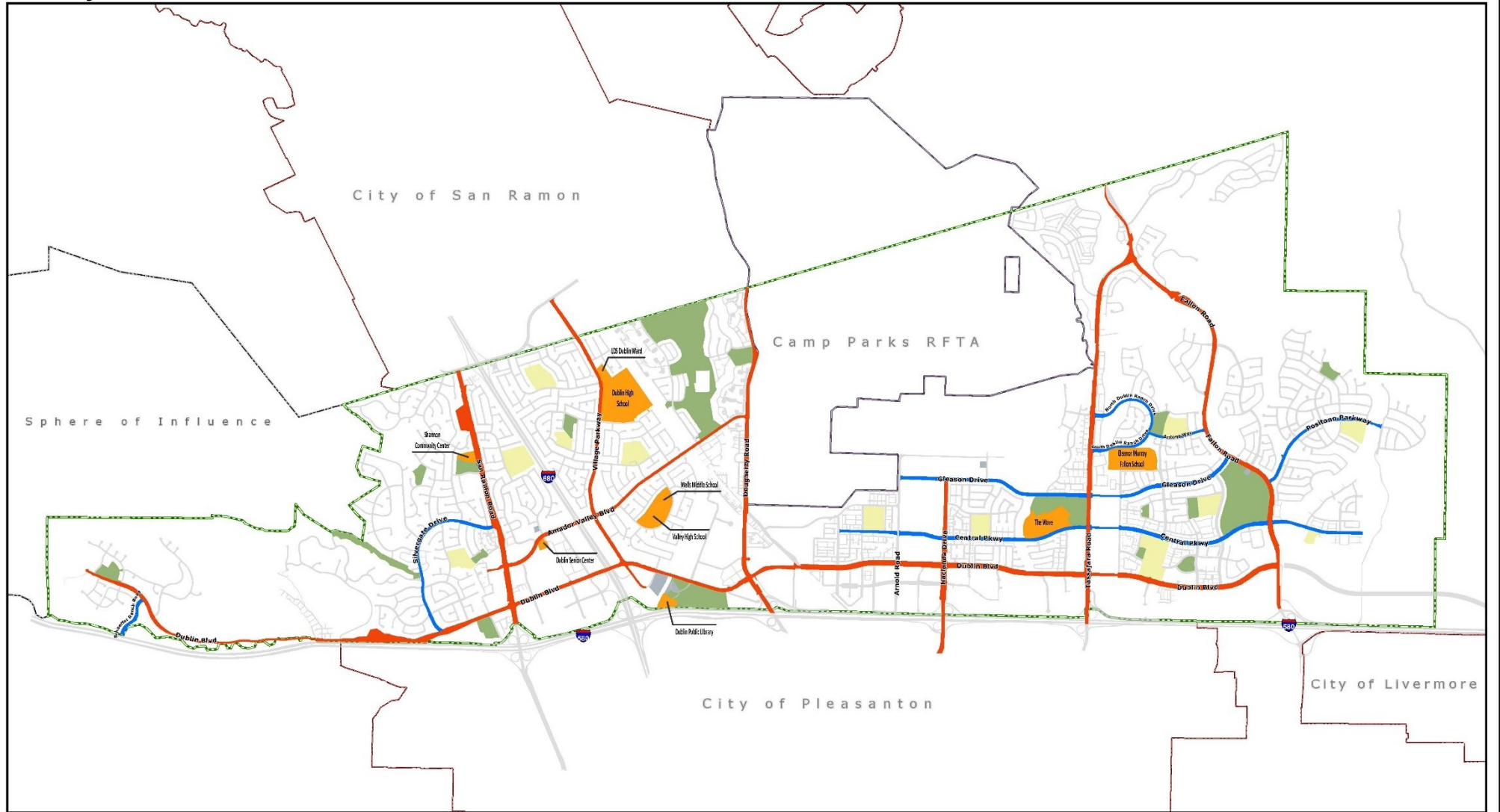
City: City of _____, California By: _____	Owner: Property _____ Address: _____ _____ By: _____ (signature) Phone #1: _____ Phone #2: _____ Email _____ address: _____
--	--

Attachment N: Priority Road List

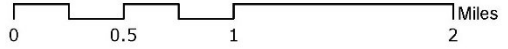
The City of Dublin's evacuation routes (i.e. priority routes) are provided in the image below.

City of Dublin

Evacuation Routes and Shelter Sites



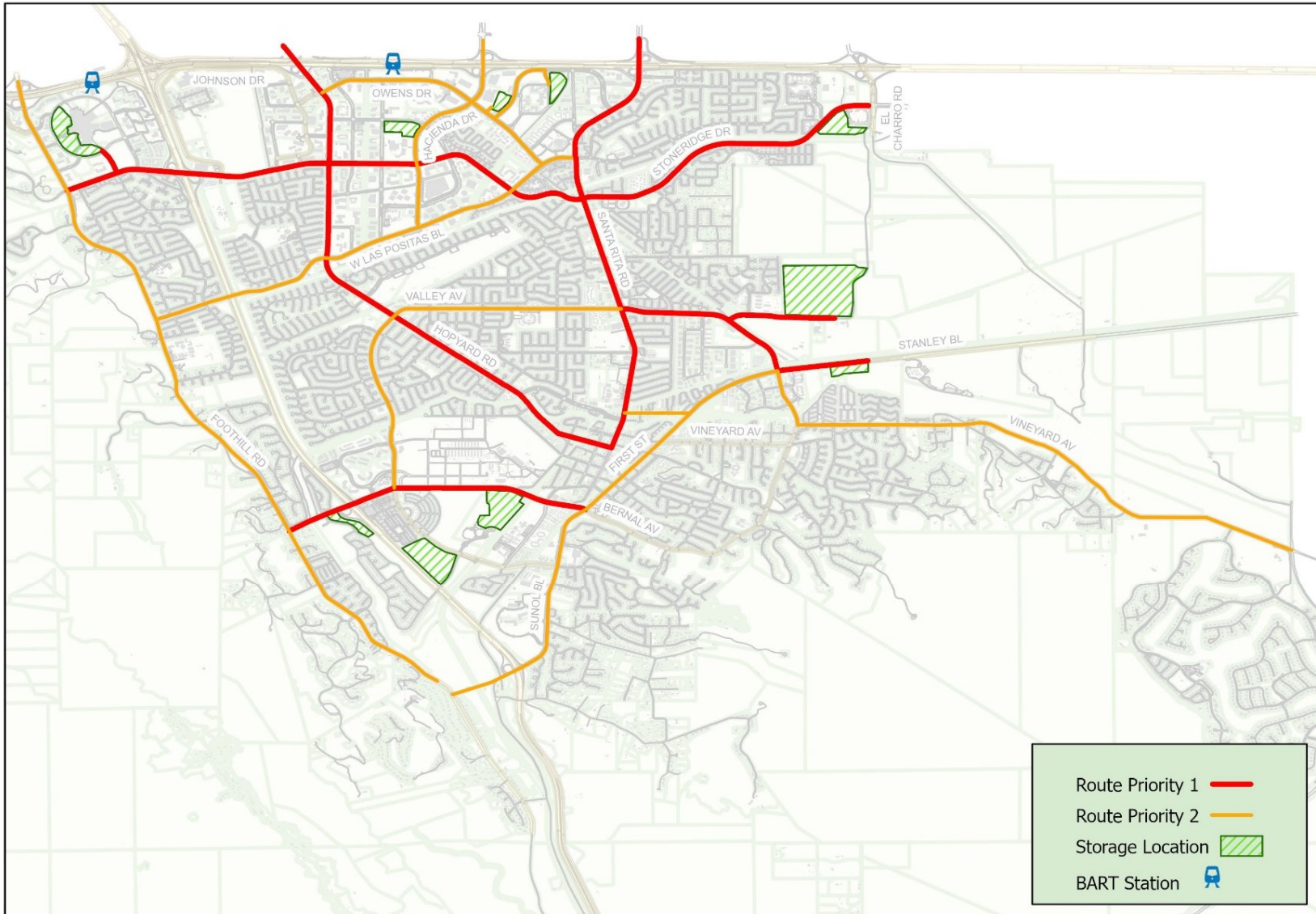
- Evacuation Sites
- Schools
- City Parks
- City Facilities
- Tier 1 Routes
- City of Dublin
- City of Dublin, Sphere of Influence
- Tri-Valley Cities
- Tier 2 Routes



June 2021

The City of Pleasanton's evacuation routes (priority routes) are listed below.

Debris Management (Routes and Storage Locations)



Attachment O: Critical Facilities List

The following tables below specify critical facilities for both Dublin and Pleasanton.

Table 1. City of Dublin Critical Facilities List

City of Dublin Critical Facilities List		
Critical Facility Name	Critical Facility Type	Address
BAY AREA RAPID TRANSIT	Major Transportation	IRON HORSE PKWY
BAY AREA RAPID TRANSIT	Major Transportation	6501 GOLDEN GATE AVE
BAY AREA RAPID TRANSIT	Major Transportation	DE MARCUS BLVD-60KV SUBSTATION
CALIFORNIA HIGHWAY PATROL	Emergency Services	4999 GLEASON DR
CHABOT-LAS POSITAS COMMUNITY COLLEGE DISTRICT	Government - Schools	7600 DUBLIN BLVD
CITY OF DUBLIN--CIVIC CENTER	Government - Facilities	100 CIVIC PLZ
CITY OF DUBLIN--PUBLIC SAFETY COMPLEX	Emergency Services	6361 CLARK AVENUE
CITY OF DUBLIN--CORPORATION YARD	Government - Facilities	5706 SCARLETT COURT
CITY OF DUBLIN--SHANNON COMMUNITY CENTER	Government - Facilities	11600 SHANNON AVENUE
CITY OF DUBLIN--THE WAVE	Government - Facilities	4201 CENTRAL PARKWAY
CITY OF DUBLIN--DUBLIN LIBRARY	Government - Facilities	200 CIVIC PLZ
CITY OF DUBLIN--ACFD Vehicle Maintenance Facility	Emergency Services	5777 SCARLETT COURT
CITY OF DUBLIN--Fire Station 16	Emergency Services	7494 DONOHUE DR
CITY OF DUBLIN--Fire Station 17	Emergency Services	6200 MADIGAN DR
CITY OF DUBLIN--Fire Station 18	Emergency Services	4800 FALLON RD
EAST COUNTY ANIMAL SHELTER	Government - Facilities	4595 GLEASON DR
ALAMEDA COUNTY OFFICE OF EMERGENCY SERVICES	Emergency Services	4985 Broder Blvd
COUNTY OF ALAMEDA	Government - Jail	5325 BRODER BLVD PRIMARY 21KV
DEPT OF THE ARMY	Emergency Services	520 MITCHELL DR
DEPT OF THE ARMY	Energy Sector	8TH STREET & ADAMS ST
DEPT OF THE ARMY	Other - Parks Reserve Forces Training Area	620 BLDG CAMP PARKS
DEPT OF THE ARMY	Other - Parks Reserve Forces Training Area	690 HUTCHINS ST
DEPT OF THE ARMY	Other - Parks Reserve Forces Training Area	350 BLDG CAMP PARKS

City of Dublin Critical Facilities List		
DEPT OF THE ARMY	Other - Parks Reserve Forces Training Area	665 6TH ST
DEPT OF THE ARMY	Other - Parks Reserve Forces Training Area	677 BLDG CAMP PARKS
DEPT OF THE ARMY	Other - Parks Reserve Forces Training Area	275 8TH ST
DEPT OF THE ARMY	Other - Parks Reserve Forces Training Area	650 DAVIS AVE
DEPT OF THE ARMY	Other - Parks Reserve Forces Training Area	282 8TH ST
DEPT OF THE ARMY	Other - Parks Reserve Forces Training Area	611 BLDG CAMP PARKS
DEPT OF THE ARMY	Other - Parks Reserve Forces Training Area	501 BLDG CAMP PARKS
DEPT OF THE ARMY	Other - Parks Reserve Forces Training Area	659 CAMP PARKS BLVD
DEPT OF THE ARMY	Other - Parks Reserve Forces Training Area	685 POWERS ST
DEPT OF THE ARMY	Other - Parks Reserve Forces Training Area	628A Camp Park Blvd
DEPT OF THE ARMY	Other - Parks Reserve Forces Training Area	500 DAVIS ST
DEPT OF THE ARMY	Other - Parks Reserve Forces Training Area	517 BLDG CAMP PARKS
DUBLIN SAN RAMON SERVICES DISTRICT	Other - Parks Reserve Forces Training Area	10 BARNET BLVD
DUBLIN SAN RAMON SERVICES DISTRICT	Water and Waste Water	4851 ARNOLD RD
DUBLIN SAN RAMON SERVICES DISTRICT	Water and Waste Water	3550 ANTONE WY
DUBLIN SAN RAMON SERVICES DISTRICT	Water and Waste Water	7541 BRIGADOON WAY
DUBLIN SAN RAMON SERVICES DISTRICT	Water and Waste Water	7051 DUBLIN BLVD
DUBLIN SAN RAMON SERVICES DISTRICT	Water and Waste Water	5791 N DUBLIN RANCH DR
DUBLIN SAN RAMON SERVICES DISTRICT	Water and Waste Water	4010 FALLON RD
DUBLIN SAN RAMON SERVICES DISTRICT	Water and Waste Water	11520 Betlen Dr
DUBLIN SAN RAMON SERVICES DISTRICT	Water and Waste Water	5596 TURNBERRY DR
DUBLIN SAN RAMON SERVICES DISTRICT	Water and Waste Water	10800 DUBLIN BLVD
DUBLIN SAN RAMON SERVICES DISTRICT	Water and Waste Water	8137 CREEKSIDE DR

City of Dublin Critical Facilities List		
DUBLIN SAN RAMON SERVICES DISTRICT	Water and Waste Water	BLOOMINGTON & FENWICK
DUBLIN SAN RAMON SERVICES DISTRICT	Water and Waste Water	7373 HANSEN DR
DUBLIN SAN RAMON SERVICES DISTRICT	Water and Waste Water	7155 STAGECOACH RD
DUBLIN SAN RAMON SERVICES DISTRICT	Water and Waste Water	11600 SHANNON
DUBLIN SAN RAMON SERVICES DISTRICT	Water and Waste Water	5099 TASSAJARA RD
DUBLIN SAN RAMON SERVICES DISTRICT	Water and Waste Water	11222 BETLEN DR
DUBLIN SAN RAMON SERVICES DISTRICT	Water and Waste Water	1180 RANGE RD
DUBLIN SAN RAMON SERVICES DISTRICT	Water and Waste Water	10653 DUBLIN BLVD
DUBLIN SAN RAMON SERVICES DISTRICT	Water and Waste Water	6441 FALLON RD
DUBLIN SAN RAMON SERVICES DISTRICT	Water and Waste Water	11222 BETLEN DR # C
DUBLIN SAN RAMON SERVICES DISTRICT	Water and Waste Water	6402 DOUGHERTY RD
DUSD--WELLS MIDDLE SCHOOL	Government - Schools	6800 PENN DR
DUSD--COTTONWOOD CREEK SCHOOL	Government - Schools	2400 CENTRAL PKWY
DUSD--FREDERICKSEN ELEMENTARY SCHOOL	Government - Schools	7243 TAMARACK DR
DUSD--NEILSEN ELEMENTARY SCHOOL	Government - Schools	7500 AMARILLO RD
DUSD--DUBLIN ELEMENTARY SCHOOL	Government - Schools	7997 VOMAC RD
DUSD--VALLEY HIGH SCHOOL	Government - Schools	6901 YORK DR
DUSD--DUBLIN HIGH SCHOOL	Government - Schools	8151 VILLAGE PKWY
DUSD--KOLB ELEMENTARY SCHOOL	Government - Schools	3150 PALERMO WAY
DUSD--FALLON MIDDLE SCHOOL	Government - Schools	3001 KOHNEN WY
DUSD--DOUGHERTY ELEMENTARY SCHOOL	Government - Schools	5301 HIBERNIA DR

City of Dublin Critical Facilities List		
DUSD--MURRAY ELEMENTARY SCHOOL	Government - Schools	8435 DAVONA DR
DUSD--JOHN GREEN ELEMENTARY SCHOOL	Government - Schools	3300 ANTONE WAY
DUSD--AMADOR ELEMENTARY SCHOOL	Government - Schools	2100 E CANTARA DR
DUSD--DUSD ADMINISTRATIVE OFFICES	Government - Schools	7471 LARKDALE AVE
FEDERAL CORRECTIONAL INSTITUTION	Government - Jail	5675 8TH STREET CAMP PARK
FEDERAL CORRECTIONAL INSTITUTION	Government - Jail	6600 GOODFELLOW AVE # A
FEDERAL CORRECTIONAL INSTITUTION	Government - Jail	6650 GOODFELLOW AVE
FEDERAL CORRECTIONAL INSTITUTION	Government - Jail	5701 8TH ST
FEDERAL CORRECTIONAL INSTITUTION	Government - Jail	6600 GOODFELLOW AVE # B
FEDERAL CORRECTIONAL INSTITUTION	Government - Jail	8TH & HAMILTON
EAST COUNTY HALL OF JUSTICE	Government - Facilities	5151 GLEASON DR
KINDER MORGAN LP	Chemical Sector	6144 HORIZON PKWY
QUARRY LANE SCHOOL INC	Government - Schools	6363 TASSAJARA RD
ST RAYMONDS CATHOLIC CHURCH	Government - Schools	11555 SHANNON AVE
U S ARMY GARRISON DEPT OF ARMY	Other - Parks Reserve Forces Training Area	635 BLDG 6TH ST
VALLEY CHRISTIAN CENTER	Government - Schools	7500 INSPIRATION DR

Table 2. City of Pleasanton Critical Facilities List

City of Pleasanton Critical Facilities List		
Site Name	Critical Facility Type	Address
Pleasanton City Hall	Government Facilities: Schools, Jails, Prisons	123 Main Street
Pleasanton Police Department	Emergency Services Sector: Police, Fire, Emergency Ops	4833 Bernal Avenue/P.O. Box 909
Pleasanton Police Department North Service Center	Emergency Services Sector: Police, Fire, Emergency Ops	6050 Stoneridge Mall Road
Fire Station 1	Emergency Services Sector: Police, Fire, Emergency Ops	3560 Nevada Street
Fire Headquarters	Emergency Services Sector: Police, Fire, Emergency Ops	3560 Nevada Street
Fire Station 2	Emergency Services Sector: Police, Fire, Emergency Ops	6300 Stoneridge Mall Road
Fire Station 3	Emergency Services Sector: Police, Fire, Emergency Ops	3200 Santa Rita Road
Fire Station 4	Emergency Services Sector: Police, Fire, Emergency Ops	1600 Oak Vista Parkway
Fire Station 5	Emergency Services Sector: Police, Fire, Emergency Ops	1200 Machado Place
Fire Training Center	Emergency Services Sector: Police, Fire, Emergency Ops	3301 Busch Road
Emergency Operation Center	Emergency Services Sector: Police, Fire, Emergency Ops	4833 Bernal Avenue/P.O. Box 909
Horizon Early Education Center	Government Facilities: Schools, Jails, Prisons	245 Abbie Street

City of Pleasanton Critical Facilities List		
Harvest Park iPals Preschool	Government Facilities: Schools, Jails, Prisons	4900 Valley Avenue
STEAM Preschool	Government Facilities: Schools, Jails, Prisons	4667 Bernal Avenue
Alisal Elementary School	Government Facilities: Schools, Jails, Prisons	1454 Santa Rita Road
Donlon Elementary School	Government Facilities: Schools, Jails, Prisons	4150 Dorman Road
Fairlands Elementary School	Government Facilities: Schools, Jails, Prisons	4151 W. Las Positas Boulevard
Hearst Elementary School	Government Facilities: Schools, Jails, Prisons	5301 Case Avenue
Lydiksen Elementary School	Government Facilities: Schools, Jails, Prisons	7700 Highland Oaks Drive
Mohr Elementary School	Government Facilities: Schools, Jails, Prisons	3300 Dennis Drive
Valley View Elementary School	Government Facilities: Schools, Jails, Prisons	480 Adams Way
Vinatage Hills Elementary School	Government Facilities: Schools, Jails, Prisons	1125 Concord Street
Walnut Grove Elementary School	Government Facilities: Schools, Jails, Prisons	1999 Harvest Road
Hart Middle School	Government Facilities: Schools, Jails, Prisons	4433 Willow Road
Harvest Park Middle School	Government Facilities: Schools, Jails, Prisons	4900 Valley Avenue
Pleasanton Middle School	Government Facilities: Schools, Jails, Prisons	5001 Case Avenue

City of Pleasanton Critical Facilities List		
Amador Valley High School	Government Facilities: Schools, Jails, Prisons	1155 Santa Rita Road
Foothill High School	Government Facilities: Schools, Jails, Prisons	4375 Foothill Road
Village High School	Government Facilities: Schools, Jails, Prisons	4645 Bernal Avenue
Gingerbread Preschool	Government Facilities: Schools, Jails, Prisons	4333 Black Avenue
Axis Community Health - Medical Clinic	Healthcare and Public Health	5925 W Las Positas Boulevard #100
Axis Community Health - Medical Clinic	Healthcare and Public Health	4361 Railroad Avenue
Stanford Children's Health	Healthcare and Public Health	5000 Pleasanton Avenue Suite 200
Standford Health Care – Valley Care Medical Center	Healthcare and Public Health	5555 W Las Positas Boulevard
Stanford Vascular Care Clinic	Healthcare and Public Health	5565 W Las Positas Boulevard
John Muir Health Urgent Care	Healthcare and Public Health	5860 Owens Drive
Concentra Urgent Care	Healthcare and Public Health	5635 W Las Positas Boulevard
Express Medicine Urgent Care	Healthcare and Public Health	5700 Stoneridge Mall Road #100
Kaiser Permanente	Healthcare and Public Health	7601 Stoneridge Road
Pleasanton City Water Services	Water and Waste Water Systems	3333 Busch Road
Dublin San Ramon Services District	Water and Waste Water Systems	7399 Johnson Drive
Dublin Canyon Booster Station	Water	11599 Dublin Canyon Rd
Foothill Booster Station	Water	4301 Foothill Rd
Grey Eagle Booster Station	Water	55 Red Feather Ct
Kottinger Ranch Booster Station	Water	1201 Hearst Dr
Laurel Creek Booster Station	Water	5800 Foothill Rd
Longview Booster Station	Water	8999 Longview Dr
McCloud Booster Station	Water	501 Kottinger Dr

City of Pleasanton Critical Facilities List		
Ruby Hill Booster Station	Water	3033 W Ruby Hill Dr
Sycamore Booster Station	Water	937 Sycamore Creek Way
Tank 1300 Booster Station	Water	9400 Santos Ranch Rd
Tank 900 Booster Station	Water	9000 Santos Ranch Rd
Tank 510 Booster Station	Water	8251 Santos Ranch Rd
Vineyard Booster Station	Water	3502 Vineyard Ave
Vineyard Hills Booster Station	Water	1202 Machado Pl
Turnout 1	Water	2722 Santa Rita Rd
Turnout 2	Water	3400 Hopyard Rd
Turnout 3	Water	3699 W Las Positas
Turnout 4	Water	4790 Hopyard Rd
Turnout 5	Water	3550 Nevada St
Wells 5 & 6	Water	1450 Santa Rita Rd
Well 7	Water	3033 Hopyard Rd
Well 8	Water	3333 Busch Rd
Bonde 1 Tank	Water	900 Abbie St
Bonde 2 Tank	Water	30 Grey Eagle Ct
Dublin Canyon Tank	Water	6220 Detjen Ct
Golden Eagle Tank	Water	8200 Golden Eagle Wy
Happy Valley Golf Course Tank	Water	4500 Clubhouse Dr
Kottinger Ranch Tank	Water	1399 Benedict Ct
Laurel Creek Tank	Water	9700 Crosby Dr
Lower Ruby Hill Tank	Water	3599 Valenza Way
Lund Tank	Water	1700 Minnie St
Moller Tank	Water	8207 Moller Ranch Dr
Sycamore 8MG Tank	Water	1100 Sycamore Creek Way
Tassajara Tank	Water	5450 Tassajara Dr
Upper Ruby Hill Tank	Water	4001 W Ruby Hill Dr

City of Pleasanton Critical Facilities List		
Vineyard Hills Tank	Water	99 Winding Oaks Way
Sewer Pump Station S-2	Sewer	8019 Foothill Rd
Sewer Pump Station S-3	Sewer	3333 Hopyard Rd
Sewer Pump Station S-5	Sewer	Across from 1705 Laguna Creek Ln
Sewer Pump Station S-6	Sewer	6900 W Las Positas
Sewer Pump Station S-7	Sewer	4950 Bernal Ave
Sewer Pump Station S-8	Sewer	6890 Koll Center Pkwy
Sewer Pump Station S-9	Sewer	6720 Arlington Dr
Sewer Pump Station S-10	Sewer	7341 Foothill Rd
Sewer Pump Station S-12	Sewer	302 Happy Valley Rd
Sewer Pump Station S-14	Sewer	6614 Alisal St
Sewer Pump Station S-15	Sewer	2299 Vineyard Ave
Storm Pump Station SD-1	Storm	4950 Bernal Ave
Storm Pump Station SD-2	Storm	4000 Del Valle Pkwy
Storm Pump Station SD-3	Storm	3090 Valley Ave
Storm Pump Station SD-4	Storm	1040 Valley Ave
Recycled Water Pump Station	Recycled	5600 PARKSIDE DR

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STAFF REPORT

CITY COUNCIL

DATE: March 15, 2022

TO: Honorable Mayor and City Councilmembers

FROM: Linda Smith, City Manager

SUBJECT: Ordinance Repealing Ordinance No. 11-21 Which Amended the Zoning Map and Approved a Planned Development Zoning District Related Stage 2 Development Plan and CEQA Findings for the East Ranch Project
Prepared by: Marsha Moore, MMC, City Clerk and Jordyn Bishop, Assistant City Attorney

EXECUTIVE SUMMARY:

The City Council will consider adopting an Ordinance Repealing Ordinance No. 11-21 Which Amended the Zoning Map and Approved a Planned Development Zoning District Related Stage 2 Development Plan and CEQA Findings for the East Ranch Project. The first reading of the Ordinance was held on March 1, 2022 Regular City Council Meeting. The City Council is now being asked to waive the second reading and adopt the Ordinance.

STAFF RECOMMENDATION:

Waive the reading and adopt the **Ordinance** Repealing Ordinance No. 11-21 Which Amended the Zoning Map and Approved a Planned Development Zoning District Related Stage 2 Development Plan and CEQA Findings for the East Ranch Project PLPA 2020-00028 (APNs 905-0002-001-01 and 905-0002-002-00).

FINANCIAL IMPACT:

None.

DESCRIPTION:

On December 7, 2021, the City Council introduced Ordinance No. 11-21 titled, “Amending the Zoning Map and Approving a Planned Development Zoning District with Related Stage 2 Development Plan and CEQA Findings for the East Ranch Project PLPA 2020-00028.” Ordinance No. 11-21 was adopted by the City Council on December 21, 2021.

On December 23, 2021, pursuant to Elections Code Section 9238, subd. (b) (2) (B), a proposed summary of a referendum titled, “Referendum Against an Ordinance Passed by the City Council Ordinance No. 11-21 An Ordinance of the City Council of the City of Dublin, Amending Zoning Map and Approving a Planned Development Zoning District with Related Stage 2 Development Plan and CEQA Findings for the East Ranch Project, PLPA 2020-00028 (APNs 905-0002-001-01 and 905-0002-002-00)” (the “Referendum”) was sent to the City Clerk by the proponent. On December 28, 2021, the City Attorney issued an approved summary to the City Clerk and the Referendum’s proponent for circulation.

Pursuant to Elections Code Section 9238, subd. (b) (2) (B) (vi), the proponent had 30 days from receipt of the City Attorney’s approved summary to submit the petition. The Referendum petition against Ordinance No. 11-21 was submitted to the City Clerk on January 27, 2022. The City Clerk completed a technical review and a prima facie review of signatures and identified 5,202 unverified signatures, meeting the required number of signatures to qualify the petition for further examination. On January 27, 2022, the Referendum petition was delivered to the Alameda County Registrar of Voters for signature examination using the voter registration records to verify the number of valid signatures of Dublin voters.

The Registrar of Voters performed a full check of signatures affixed to the petition and determined that the petition contained the minimum number of valid signatures necessary to qualify the referendum for consideration by the City Council. On February 22, 2022, the Registrar submitted to the City Clerk a certificate of sufficiency of the petition dated February 17, 2022. On March 1, 2022, the City Council accepted the City Clerk’s Certificate of Petition certifying the sufficiency of the referendum petition against Ordinance No. 11-21 and introduced by title and waived the first reading on an Ordinance repealing Ordinance No. 11-21. The City Council is now being asked to waive the second reading and adopt the Ordinance.

STRATEGIC PLAN INITIATIVE:

None.

NOTICING REQUIREMENTS/PUBLIC OUTREACH:

The City Council Agenda was posted.

ATTACHMENTS:

- 1) Ordinance Repealing Ordinance No. 11-21 Which Amended the Zoning Map and Approved a Planned Development Zoning District Related Stage 2 Development Plan and CEQA Findings for the East Ranch Project

ORDINANCE NO. XX – 22

**AN ORDINANCE OF THE CITY COUNCIL
OF THE CITY OF DUBLIN**

**REPEALING ORDINANCE NO. 11 - 21 WHICH AMENDED THE ZONING MAP AND
APPROVED A PLANNED DEVELOPMENT ZONING DISTRICT WITH RELATED STAGE 2
DEVELOPMENT PLAN AND CEQA FINDINGS FOR THE EAST RANCH PROJECT**

PLPA 2020-00028

(APNs 905-0002-001-01 and 905-0002-002-00)

WHEREAS, on December 21, 2021, the City Council adopted Ordinance No. 11 - 21 Amending Zoning Map and Approving a Planned Development Zoning District with Related Stage 2 Development Plan and CEQA Findings for the East Ranch Project, PLPA 2020-00028 (APNs 905-0002-001-01 and 905-0002-002-00); and

WHEREAS, on December 23, 2021, a referendum proponent filed a proposed summary of a referendum titled, “Referendum Against an Ordinance Passed by the City Council Ordinance No. 11-21 An Ordinance of the City Council of the City of Dublin, Amending Zoning Map and Approving a Planned Development Zoning District with Related Stage 2 Development Plan and CEQA Findings for the East Ranch Project, PLPA 2020-00028 (APNs 905-0002-001-01 and 905-0002-002-00)” (“Referendum”), with the City Clerk pursuant to Elections Code section 9238(b)(2)(B); and

WHEREAS, on December 28, 2021, the City Attorney issued an approved summary to the City Clerk and the proponent for circulation; and

WHEREAS, on January 27, 2022, the Referendum petition was accepted for filing following the City Clerk’s prima facie review and determination that the number of signatures on the Referendum petition exceeded 3,439, the minimum number of signatures required; and

WHEREAS, on January 27, 2022, the City Clerk submitted the Referendum petition to the Alameda County Registrar of Voters for examination and a determination, from the records of registration, as to whether or not the Referendum petition was signed by the requisite number of voters; and

WHEREAS, on February 22, 2022, the Alameda County Registrar of Voters submitted to the City Clerk a Certificate to Petition dated February 17, 2022 determining that the Referendum petition contains 4,635 valid signatures of qualified registered voters in the City of Dublin and that the Referendum petition is therefore sufficient; and

WHEREAS, on March 1, 2022, the City Council accepted the City Clerk’s Certificate of Petition, certifying the results of the examination and sufficiency of the Referendum petition filed; and

WHEREAS, pursuant to Elections Code section 9241, the City Council is required to submit an ordinance to the voters if it does not entirely repeal the ordinance against which a sufficient referendum petition is filed.

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

Section 1. Recitals. The City Council finds that the above Recitals are true and correct and are incorporated herein by reference.

Section 2. Repeal. Ordinance No. 11 - 21 Amending Zoning Map and Approving a Planned Development Zoning District with Related Stage 2 Development Plan and CEQA Findings for the East Ranch Project, PLPA 2020-00028 (APNs 905-0002-001-01 and 905-0002-002-00) is hereby repealed in its entirety.

Section 3. Severability. The provisions of this Ordinance are severable and if any provision, clause, sentence, word or part thereof is held illegal, invalid, unconstitutional, or inapplicable to any person or circumstances, such illegality, invalidity, unconstitutionality, or inapplicability shall not affect or impair any of the remaining provisions, clauses, sentences, sections, words or parts thereof of the ordinance or their applicability to other persons or circumstances.

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

Section 5. Posting. The City Clerk of the City of Dublin shall cause this Ordinance to be posted in at least three (3) public places in the City of Dublin in accordance with Section 36933 of the Government Code of the State of California.

PASSED, APPROVED AND ADOPTED this 15th day of March 2022, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTEST:

Mayor

City Clerk



STAFF REPORT

CITY COUNCIL

DATE: March 15, 2022

TO: Honorable Mayor and City Councilmembers

FROM: Linda Smith, City Manager

SUBJECT: Annual Progress Report on the Status of the General Plan and Housing Element for Calendar Year 2021
Prepared by: Michael P. Cass, Principal Planner

EXECUTIVE SUMMARY:

State planning law (Government Code Section 65400) requires local jurisdictions to provide an Annual Progress Report (APR) on the implementation of the General Plan Housing Element as well as General Plan activities each year to the Governor’s Office of Planning and Research and California Department of Housing and Community Development. This Staff Report, including Attachment 1 (Housing Element APR Tables), serves as the City of Dublin’s APR for calendar year 2021.

STAFF RECOMMENDATION:

Receive the Annual Progress Report and direct Staff to forward it to the Governor’s Office of Planning and Research and California Department of Housing and Community Development.

FINANCIAL IMPACT:

None.

DESCRIPTION:

This Staff Report is organized into the following sections: a) Background; b) Status of General Plan activities; c) Progress towards meeting City’s Regional Housing Needs Allocation (RHNA); and d) Status of Housing Element actions and programs.

Background

Each local government in California is required to adopt a comprehensive, long-term General Plan for the physical development of the jurisdiction. The City Council adopted the General Plan in 1985 and has periodically adopted amendments.

The Dublin General Plan groups the seven State-mandated elements and five optional elements into the following five sections:

- 1) Land Use and Circulation Section:
 - Land Use Element (State-mandated)
 - Parks and Open Space Element (State-mandated)
 - Schools, Public Lands, and Utilities Element (Optional)
 - Circulation and Scenic Highways Element (State-mandated)
- 2) Housing Section:
 - Housing Element (State-mandated)
- 3) Environmental Resources Management Section:
 - Conservation Element (State-mandated)
 - Seismic Safety and Safety Element (State-mandated)
 - Noise Element (State-mandated)
 - Water Resources Element (Optional)
 - Energy Conservation Element (Optional)
- 4) Community Design and Sustainability Section:
 - Community Design and Sustainability Element (Optional)
- 5) Economic Development Section:
 - Economic Development Element (Optional)

A certified Housing Element is one of seven mandatory elements of the General Plan. Housing Element law, enacted in 1969, mandates local governments update their Housing Element every eight years to demonstrate how they have 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 RHNA process. The City's current Housing Element covers the period of 2015-2023.

Local governments are required to provide an annual report to their legislative body, the Governor's Office of Planning and Research (OPR), and the California Department of Housing and Community Development (HCD), on the status of the General Plan implementation as well as progress made toward meeting its RHNA (Government Code Section 65400(a)(2)). This Staff Report, including Attachment 1 (Housing Element APR Tables), serves as the City of Dublin's Annual Progress Report (APR) for calendar year 2021.

Status of General Plan Activities

This section of the report focuses on General Plan Amendments (GPAs) approved from January 1 to December 31, 2021. Under Government Code Section 65358(b), no mandatory element of the General Plan may be amended more than four times per year, although each amendment may include more than one change to the General Plan. The following GPAs were approved in 2021:

- **Kent Property.** On February 16, 2021, the City Council adopted Resolution No. 16-21, approving a General Plan Amendment to change the land use designation of the Kent property, located at 6207 Sierra Court, from Business Park/Industrial to Retail/Office and Automotive. Additionally, on March 2, 2021, the City Council adopted Ordinance No. 01-21, rezoning the subject property from Light Industrial (M-1) to General Commercial (C-2).
- **Public/Semi-Public Sites.** On June 15, 2021, the City Council adopted Resolution No. 85-21, approving a General Plan Amendment and Eastern Dublin Specific Plan (EDSP) Amendment to change the land use designation of a portion of the GH PacVest and East Ranch properties from Semi-Public to Public/Semi-Public to allow a broader range of uses, including the potential for affordable housing developed by a non-profit entity. The General Plan Amendment and EDSP Amendment also changed the land use designation for the Emerald High School site from Neighborhood Commercial to Public/Semi-Public consistent with the planned use of the property for a high school. Additionally, on July 20, 2021, the City Council adopted Ordinance No. 05-21, approving amendments to the Planned Development Zoning Stage 1 Development Plans for these properties.

Progress Towards Meeting City's RHNA

The State of California periodically provides population growth and housing need estimates to each regional Council of Government. The Association of Bay Area Governments (ABAG), which is the regional Council of Government in the Bay Area, is then charged with distributing, based on projected local job and household growth, the regional housing need to counties and cities within the ABAG region. Each local jurisdiction's need is further categorized by income category. The goal of the RHNA process is to ensure that local General Plans can accommodate projected future household growth for all income levels in each jurisdiction. Housing production across all income levels is needed to address the State's existing challenges regarding housing supply and affordability.

Table 1 identifies the City's RHNA for the 2014-2022 period. The City's Housing Element is required to demonstrate an ability to accommodate the City's RHNA at the various income levels through vacant or underutilized land designated to allow residential development and housing production.

Table 1. Dublin’s Current RHNA by Income Category

Income Category	% of Area Median Income (AMI)	RHNA
Extremely-Low- and Very-Low-Income	0 – 50% of AMI	796 (34.8%)
Low-Income	51 – 80% of AMI	446 (19.5%)
Moderate-Income	81 – 120% of AMI	425 (18.6%)
Above-Moderate -Income	120%+ of AMI	618 (27%)
TOTAL		2,285

Source: Regional Housing Need Plan-San Francisco Bay Area 2015-2023, ABAG.

Table 2 illustrates the number of building permits the City has issued for new housing during the current RHNA cycle.

Table 2. Building Permits Issued During Current RHNA Cycle

Income Category	RHNA	2015	2016	2017	2018	2019	2020	2021	2022	2023	Total Units to Date	Total Remaining RHNA
Very-Low	796	26	0	0	0	0	0	0	-	-	26	770
Low	446	39	0	0	0	0	0	0	-	-	39	407
Moderate	425	4	2	8	17	8	27	13	-	-	79	346
Above-Moderate	618	839	612	1,187	770	233	473	764	-	-	4,878	0
Total	2,285	908	614	1,195	787	241	500	777	-	-	5,022	1,523

*Total Housing Production**

The City issued Planning entitlements for three notable projects in 2021: the 573-unit East Ranch project, which includes 68 affordable units; the 300-unit Amador Station (Bridge Housing) affordable project; and the 113-unit Regional Street (Eden Housing) affordable project. Combined, the three projects include a total of 481 affordable units. Additionally, the City issued building permits for 777 dwelling units in 2021. Most notably, the City issued building permits for Avalon West, a 499-unit multi-family project located at 6700 Golden Gate Drive. The City also continued to issue building permits for the Boulevard and Tassajara Hills projects.

**The East Ranch project received a referendum challenge, and a petition began its circulation prior to the end of December 31, 2021. Subsequently, sufficient signatures were collected and submitted to the City Council for action on March 1. The City Council has opted to repeal with the approval and the applicant is expected to resubmit the project under certain state housing laws, and this will affect the affordable housing proposal for the project. An update will be provided in the next annual report.*

Affordable Housing Production

Of the building permits issued for 777 new dwelling units in 2021, 13 units were affordable units at the moderate-income category. The affordable units include 13 accessory dwelling units as part of the Tassajara Hills development.

Accessory Dwelling Unit Production

Although accessory dwelling units (ADUs) are often considered “affordable by design,” HCD only allows ADUs to count towards the affordable categories if the affordability can be demonstrated

through either a deed restriction guaranteeing affordable rents, documentation of proposed rental rates, or through a survey of rental rates of comparable units. In 2021, the City issued building permits for 13 ADUs that are deed-restricted for moderate-income households and seven non-deed restricted accessory dwelling units.

The City Council took several actions to address barriers to development of ADUs and junior ADUs (JADUs) and facilitate their production in 2021. On December 7, 2021, the City amended the Master Fee Schedule to waive certain City permit fees for ADUs applied for between January 1, 2022, and December 31, 2026. Permit fees are waived for ADUs less than 750 square feet and ADUs 750 square feet or larger that are deed-restricted as lower-income units for a period of 55 years.

To further incentivize and streamline the construction of ADUs, the City worked with RRM to develop ADU prototype plan models, with a range of sizes and architectural styles. Additionally, the City is finalizing an ADU Manual to guide applicants through the process of constructing an ADU.

Conformance with SB 35

In 2017, Governor Brown signed SB 35 into law, which established a streamlined approval process for new housing applications that meet certain criteria. Local jurisdictions are subject to SB 35 when the number of units that have been issued building permits is less than the locality's share of the regional housing need, by income category, for that RHNA reporting period. Based on housing production during the current RHNA period, HCD has determined that the City of Dublin is subject to SB 35. Developers in Dublin may request a streamlined approval process under SB 35 if their project has a minimum of 50% affordable units. On March 1, 2022, the City Council adopted the Citywide Multi-Family Objective Design Standards to address streamlined approval under SB 35 and ensure that new multi-family development in Dublin continues to provide high quality architecture, appropriately connect to its surroundings, include well-designed amenities and open spaces, promote sustainability, and contribute to walkable and safe environments.

Conformance with SB 166

The City's 2015-2023 Housing Element is required to demonstrate an ability to accommodate the RHNA at various income levels through vacant or underutilized land designated to allow residential development. In 2017, Governor Brown signed into law SB 166, which requires cities to continually ensure that their Housing Element land inventories can accommodate the unmet housing need. Under SB 166, a city must demonstrate that there is sufficient land identified to meet the unmet housing need at each income level prior to approving any project with fewer units by income category than identified in the Housing Element land inventory. If there is not sufficient land identified, then a city must identify additional sites within 180 days of approving a reduced-density project. AB 879 requires that jurisdictions report any sites that have been rezoned in order to comply with SB 166 as a component of their APR. The City did not identify or rezone any additional land to accommodate unmet housing need in 2021.

Progress in Implementing Housing Element Programs

The 2015-2023 Housing Element identifies 22 housing programs. Table D in Attachment 1 lists in detail the various programs implementing the Housing Element goals and policies with their current statuses using the format required by OPR and HCD. A summary of notable accomplishments in 2021 toward implementation of Housing Element programs is provided below.

- **Program 5: Mixed-Use Development.** Facilitate the construction of 100 high-density residential units within mixed-use developments within the planning period.

Status: In 2021, the City approved the Amador Station project, which consists of 300 affordable residential units in two separate buildings, ground-floor retail, amenity space, and parking. No building permits or certificates of occupancy were issued for high-density residential units within mixed-use developments in 2021.

- **Program 6: Affordable Housing Developers.** Negotiate specific incentives package for each project, with increased incentives for projects that include units for extremely low-income households and persons with disabilities. Provide application/technical assistance as needed. Timing of applications or technical assistance will depend on application deadlines for funding sources. Provide assistance for affordable housing developers within the planning period to facilitate the construction of 100 affordable housing units within the planning period, with the goal of achieving 20 affordable units for extremely low-income households and/or persons with special needs (including persons with disabilities/development disabilities). Annually contact developers to discuss affordable housing opportunities.

Status: As noted above, the City approved the 300-unit Amador Station project, which will be built in two phases. Phase I will include 136 units affordable to households earning an average of no more than 43% area median income (AMI) (excluding two manager's units) and Phase II of Amador Station will include 164 units affordable at a minimum to moderate-income households (excluding two manager's units). In addition, the City approved the Regional Street Senior Affordable project, which will include 113 units affordable to households earning no more than 60% AMI, with 30% of the units affordable to households earning no more than 30% AMI (excluding one manager's unit). Both projects are receiving financial support from the City. The City committed \$7.1 million from the City's Housing Fund and \$2.9 million in Alameda County Measure A-1 Bond funds to Phase 1 of the Amador Station project, and the City committed \$5 million in Measure A-1 bond funds and facilitated the site acquisition at low cost (valued at \$5 million) for the Regional Street Senior Affordable project. The 573-unit East Ranch project proposed to include 18 units affordable to households earning no more than 120% AMI, 50 ADUs affordable to households earning no more than 80% AMI, and the dedication of a two-acre Public/Semi-Public site for a future affordable housing project site that could accommodate 77 units of very-low/low-income affordable rental housing. (See footnote on East Ranch under Total Housing Production)

The City joined California Community Housing Agency (CalCHA) and California Statewide Community Development Authority (CSCDA). These joint powers authorities issue bonds

to acquire properties for the production, preservation, and protection of essential middle-income rental housing. Three properties in Dublin were acquired through this program in 2021, including the 313-unit Aster project, the 390-unit Waterford Place Apartments, and the 324-unit Fountains at Emerald Park, which have resulted in conversion of 76 units that are now affordable to households earning no more than 80% AMI, 55 units affordable to households earning no more than 100% AMI, and 40 units affordable to households earning no more than 120% AMI.

- **Program 12: Second Dwelling Units.** Market this program through an informational brochure. The brochure will be available on the City website and at the Civic Center, Library, Senior Center, and other public locations. Facilitate the construction of 30 second dwelling units within the planning period.

Status: A summary of the City’s progress toward implementing this program is provided above under Accessory Dwelling Unit Production.

- **Program 11: First Time Homebuyer.** Assist 20 income-qualified first-time homebuyers during the planning period. Strive to assist approximately 10 above-moderate-income and 10 moderate-income households.

Status: In 2021, the City issued one new First Time Homebuyer Loan Program loan for \$40,000 to a special education teacher who purchased a moderate-income condominium. The loan has a 30-year term.

- **Program 13: Homeless Assistance.** Continue to fund emergency shelter programs in the Tri-Valley area to house residents in need of emergency shelter. Annually evaluate the homeless services needs as part of the Community Support Grants program, with the objective of assisting an average of 30 persons each year. Continue to participate in regional collaborations to address homelessness.

Status: The City continues to provide financial support to a number of local organizations that provide services and assistance to homeless people through the Community Support Grants program and other funding sources, including:

- Tri-Valley Haven’s Homeless and Family Support Services program assists Dublin residents through Sojourner House (a family homeless shelter) and their Food Pantry.
 - Eden Information and Referral's 2-1-1 service provides information and referrals. It also serves as the Alameda County first point of contact of Coordinated Entry System screenings and referrals.
 - CityServe of the Tri-Valley assists with crisis intervention and homelessness prevention.
- **Program 19: Monitoring of Development Fees.** As changes are made to development fees, the City will evaluate their impacts on housing development and adjust or mitigate as appropriate (such as continuing to offer fee deferral and amortization).

Status: On December 7, 2021, the City amended the Master Fee Schedule to waive certain City permit fees for ADUs applied for between January 1, 2022 and December 31, 2026. Permit fees are waived for ADUs less than 750 square feet and ADUs 750 square feet or larger that are deed-restricted as lower-income units for a period of 55 years.

On December 21, 2021, the City Council adopted Resolution No. 144-21, revising the Eastern Dublin Traffic Impact Fee for future development within the Eastern Dublin Area, renaming the program as the Eastern Dublin Transportation Impact Fee, and updating the Consolidated Impact Fee Administrative Guidelines.

- **Program 20: Equal Housing Opportunity.** Provide referrals to appropriate agencies for services. Distribute fair housing information to public locations. Post information on the City's website. Distribute information to real estate agents, rental property owners/managers, and financial institutions in Dublin. Participate in Alameda County's Impediments to Fair Housing Study through the Community Development Block Grant (CDBG) program.

Status: The City continues to provide referrals to appropriate agencies for fair housing services through direct communication with residents (in person at the counter, via email, and over the phone) and the City website. The City's website includes links to Eden Council for Hope and Opportunity (ECHO), the State of California Consumer Affairs Office booklet "California Tenants: Guide to Residential Tenants and Landlord's Rights and Responsibilities," and the "Tri-Valley Human Services Pocket Guide." The City, through Alameda County, contracts with ECHO to provide fair housing services to Dublin residents.

- **Program 22: Energy Conservation.** Implement applicable Waste Management and Building Code regulations, provide Green Building training to Staff, and distribute energy conservation information to the public.

Status: In September 2020, the City Council adopted the Climate Action Plan 2030 and Beyond (CAP 2.0), establishing the next phase of climate action planning and implementation. Strategies of CAP 2.0 include 100% renewable and carbon-free electricity, building efficiency and electrification, sustainable mobility and land use, materials and waste management, and municipal leadership measures. CAP 2.0 establishes the City's commitment to reducing greenhouse gas (GHG) emissions and strive for carbon neutrality by 2045, resulting in cleaner air, more versatile and flexible transportation, new opportunities for economic growth, reductions in localized flooding risks, and greater energy independence from fossil fuels.

The City continues to require covered projects (including construction, demolition, and renovation projects with total costs of \$100,000 or greater) to submit a Waste Management Plan to meet the City's Construction and Debris Ordinance, which was adopted in 2008 and amended in 2014. The regulations require the diversion of at least 65% for remodels and 75% for new construction of construction waste away from landfills.

Additionally, the City continues to work with StopWaste, the Bay Area Regional Energy Network (BayREN), and East Bay Energy Watch to provide energy conservation to the public via workshops and direct outreach. The City also promoted the new SB 1383 requirements to divert 75% of solid waste from the landfill by 2025 (based on 2014 levels) and 25% of food waste from the landfill.

Notably, the City transitioned all residential electrical accounts to East Bay Community Energy's Renewable 100 plan, which offers 100% renewable and carbon-free electricity, effective January 1, 2022.

Finally, the City continues to offer subsidized permit fees for the installation of solar roof panels for a variety of projects throughout the City of Dublin.

ENVIRONMENTAL DETERMINATION:

The Annual Progress Report is exempt from the requirements of the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Section 15306 (Information Collection) as it was limited to basic data collection strictly for information gathering purposes, which does not result in a serious major disturbance to an environmental resource.

STRATEGIC PLAN INITIATIVE:

Strategy 3: Create More Affordable Housing Opportunities.

Objective E: Update the City's General Plan Housing Element in accordance with state law and to ensure an adequate supply of sites to accommodate the City's Regional Housing Needs Allocation for the period 2023-31.

NOTICING REQUIREMENTS/PUBLIC OUTREACH:

A copy of this Staff Report has been posted to the City's website and the City Council Agenda was posted. Additionally, the Annual Progress Report will be posted on the City's website once accepted by the City Council.

ATTACHMENTS:

- 1) Housing Element Annual Progress Report Tables

General Information	
Jurisdiction Name	Dublin
Reporting Calendar Year	2021
Contact Information	
First Name	Michael
Last Name	Cass
Title	Principal Planner
Email	Michael.Cass@dublin.ca.gov
Phone	9258336610
Mailing Address	
Street Address	100 Civic Plaza
City	Dublin
Zipcode	94568

Jurisdiction	Dublin	
Reporting Year	2021	(Jan. 1 - Dec. 31)
Planning Period	5th Cycle	01/31/2015 - 01/31/2023

**ANNUAL ELEMENT PROGRESS REPORT
Housing Element Implementation**

Note: "+" indicates an optional field
Cells in grey contain auto-calculation formulas

(CCR Title 25 §6202)

**Table A
Housing Development Applications Submitted**

Project Identifier					Unit Types		Date Application Submitted	Proposed Units - Affordability by Household Incomes							Total Approved Units by Project	Total Disapproved Units by Project	Streamlining	Density Bonus Applications		Application Status	Notes			
1					2	3	4	5							6	7	8	9	10		11	12		
Prior APN*	Current APN	Street Address	Project Name*	Local Jurisdiction Tracking ID*	Unit Category (SFA, SFD, 2 to 4, 5+, ADU, MH)	Tenure R=Renter O=Owner	Date Application Submitted+ (see instructions)	Very Low-Income Deed Restricted	Very Low-Income Non Deed Restricted	Low-Income Deed Restricted	Low-Income Non Deed Restricted	Moderate-Income Deed Restricted	Moderate-Income Non Deed Restricted	Above Moderate-Income	Total PROPOSED Units by Project	Total APPROVED Units by project	Total DISAPPROVED Units by Project	Was APPLICATION SUBMITTED Pursuant to GC 65913.4(b)? (SB 35 Streamlining)	Was a Density Bonus requested for this housing development?	Was a Density Bonus approved for this housing development?	Please indicate the status of the application.	Notes*		
Summary Row: Start Data Entry Below								246	0	50	0	180	0	562	1038	1036	0							
	941-1500-035-01	6501 Golden Gate Drive	Amador Station (Bridge Housing)	PLPA-2021-00019	MH	R	7/21/2021	134				162		4	300	300		No	Yes	Yes	Approved			
	905-0002-002-00	4038 Croak Road	East Ranch (Croak Project)	PLPA-2020-00028	MH	O	3/1/2021			50		18		555	623	623		No	No	N/A	Approved	Subsequent to the approval of the East Ranch project, on December 23, 2021, a proposed summary of a referendum against Ordinance No. 11-21 was sent to the City Clerk by the proponent. On December 28, 2021, the City Attorney issued an approved summary to the City Clerk and the Referendum's proponent for circulation. On March 1, 2022, the City Council accepted the City Clerk's Certificate of Petition certifying the sufficiency of the referendum petition against Ordinance No. 11-21 and introduced an Ordinance repealing Ordinance No. 11-21. On March 15, 2022, the City Council is tentatively scheduled to waive the second reading and adopt the Ordinance.		
	941-1500-025-00	6541-6543 Regional Street	Regional Street (Eden Housing)	PLPA-2021-00035	MH	R	8/23/2021	112						1	113	113		No	Yes	Yes	Approved			
	986-0034-016-00	5328 Ironhorse Parkway	Dublin Station PD Amendment	PLPA-2021-00037	MH	R	8/30/2021							2	2			No	No	N/A	Pending			

Jurisdiction	Dublin	
Reporting Year	2021	(Jan. 1 - Dec. 31)
Planning Period	5th Cycle	01/31/2015 - 01/31/2023

ANNUAL ELEMENT PROGRESS REPORT
Housing Element Implementation
 (CCR Title 25 §6202)

This table is auto-populated once you enter your jurisdiction name and current year data. Past year information comes from previous APRs.
 Please contact HCD if your data is different than the material supplied here

Table B													
Regional Housing Needs Allocation Progress													
Permitted Units Issued by Affordability													
		1	2									3	4
Income Level		RHNA Allocation by Income Level	2015	2016	2017	2018	2019	2020	2021	2022	2023	Total Units to Date (all years)	Total Remaining RHNA by Income Level
Very Low	Deed Restricted	796	26	-	-	-	-	-	-	-	-	26	770
	Non-Deed Restricted		-	-	-	-	-	-	-	-	-		
Low	Deed Restricted	446	39	-	-	-	-	-	-	-	-	39	407
	Non-Deed Restricted		-	-	-	-	-	-	-	-	-		
Moderate	Deed Restricted	425	-	-	-	17	8	27	13	-	-	79	346
	Non-Deed Restricted		4	2	8	-	-	-	-	-	-		
Above Moderate		618	839	612	1,187	770	233	473	764	-	-	4,878	-
Total RHNA		2,285											
Total Units			908	614	1,195	787	241	500	777	-	-	5,022	1,523

Note: units serving extremely low-income households are included in the very low-income permitted units totals and must be reported as very low-income units.

Please note: For the last year of the 5th cycle, Table B will only include units that were permitted during the portion of the year that was in the 5th cycle. For the first year of the 6th cycle, Table B will include units that were permitted since the start of the planning period.

Please note: The APR form can only display data for one planning period. To view progress for a different planning period, you may login to HCD's online APR system, or contact HCD staff at apr@hcd.ca.gov.

Jurisdiction	Dublin	
Reporting Year	2021	(Jan. 1 - Dec. 31)
Planning Period	5th Cycle	01/31/2015 - 01/31/2023

ANNUAL ELEMENT PROGRESS REPORT Housing Element Implementation

(CCR Title 25 §6202)

Note: "+" indicates an optional field
Cells in grey contain auto-calculation formulas

Table C

Sites Identified or Rezoned to Accommodate Shortfall Housing Need and No Net-Loss Law

Project Identifier				Date of Rezone	RHNA Shortfall by Household Income Category				Rezone Type	Sites Description							
1				2	3				4	5	6	7	8		9	10	11
APN	Street Address	Project Name*	Local Jurisdiction Tracking ID*	Date of Rezone	Very Low-Income	Low-Income	Moderate-Income	Above Moderate-Income	Rezone Type	Parcel Size (Acres)	General Plan Designation	Zoning	Minimum Density Allowed	Maximum Density Allowed	Realistic Capacity	Vacant/Nonvacant	Description of Existing Uses
Summary Row: Start Data Entry Below																	

Housing Element Implementation
(CCR Title 25 §6202)

Jurisdiction	Dublin
Reporting Year	2021 (Jan. 1 - Dec. 31)

Table D

Program Implementation Status pursuant to GC Section 65583

Housing Programs Progress Report			
Describe progress of all programs including local efforts to remove governmental constraints to the maintenance, improvement, and development of housing as identified in the housing element.			
1	2	3	4
Name of Program	Objective	Timeframe in H.E.	Status of Program Implementation
Program 1: Housing Rehabilitation Assistance	Continue to support the Alameda County Community Development Agency to implement the Minor and Major Improvement Programs (including accessibility grants) with the goal of assisting 32 households over eight years.	2015-2023	<p>Minor home rehabilitation grants and home improvement loan assistance are available to low-income households through existing Alameda County programs. Alameda County Healthy Homes Department Minor Home Rehabilitation Program provides grants up to \$3,000 to low-income homeowners for minor plumbing, carpentry, and electrical repairs and can be used for railings, grab bars, toilets, water heaters, doors, locks, and more. Renew Alameda County is a home improvement loan assistance program for low-income homeowners, which aims to help keep existing homeowners in their homes and maintain existing housing stock in a safe, livable condition.</p> <p>On November 7, 2020, the City Council approved the Dublin Home Rehabilitation Program to provide supplemental assistance to homeowners that may have received a grant or loan through the County's programs and need additional funding assistance or were turned down because they were not able to meet all of the County's criteria. No grants were approved in 2021.</p> <p>Following is a summary of grants and loans that were provided throughout the current Housing Element cycle:</p> <p>2021: Minor Home Repair Grants-4 Renew Alameda County-0</p> <p>Total: Minor Home Repair Grants-22 (\$42,707.76) Accessibility Improvement Grants-2 (\$9,301.50) Exterior Paint Grants-0 Housing Rehabilitation Loans-1 (\$39,500) Renew Alameda County-0 Total-21 (\$91,509.26)</p> <p>Objective: 32</p>
Program 2: Housing Choice Voucher Rental Assistance	Continue to support the assistance of 350 lower income households each year throughout the planning period.	2015-2023	The Alameda County Housing Authority provided Housing Choice Vouchers to 407 households who rented in Dublin in 2021.
Program 2: Housing Choice Voucher Rental Assistance	Continue to refer interested households and homeowners to the Housing Authority of the County of Alameda.	2015-2023	<p>The City continues to refer interested households and homeowners to the Alameda County Housing Authority for program information and application procedures. In addition, the City provided information on developments within the City that accept Housing Choice Vouchers in the Tri-Valley Area Affordable Rental Housing Flyer listing Dublin rental communities. With the new requirements under AB 1482, the City has posted notices at City Offices and updated contact information on its website for tenants' rental assistance resources.</p> <p>The City was recently allocated \$176,277 in CDBG CARES Act funds for rental assistance to 40 households, which is being administered by the City.</p>
Program 3: Code Enforcement	Continue to enforce local ordinances relating to property maintenance and substandard housing both proactively and on a complaint basis.	2015-2023	<p>There are two areas of Code Enforcement: Planning Code Enforcement and Building Code Enforcement. Planning Code Enforcement enforces violations of the Dublin Municipal Code Property Maintenance and Graffiti Ordinances, as well as the Zoning Ordinance. Common property maintenance violations include weeds, inoperable vehicles, junk and debris, deteriorated paint, dilapidated fences, overgrown/leaved vegetation, attractive nuisances, and graffiti. Property maintenance violations are enforced proactively and on a complaint basis. Building Code Enforcement actively patrols City streets enforcing Building Code Violations, such as contractors or homeowners working without required building permits. In addition, Building Code Enforcement responds to anonymous callers, concerned citizens, and other contractors reporting any activity connected to illegal construction. Enforcement officers spend time educating the public on the importance of obtaining required building permits.</p>
Program 3: Code Enforcement	Conduct approximately 2,000 residential inspections during the planning period.	2015-2023	<p>The following residential inspections were conducted (these numbers are based on the number of new open residential code enforcement cases):</p> <p>2021: Planning CE-104 Building CE-46 Total-150</p> <p>Total: Planning CE-1,368 Building CE-417 Total-1,785</p> <p>Objective: 2,000</p> <p>Remaining: 215</p>
Program 3: Code Enforcement	Perform annual review of City ordinances.	Annual	The 2021 annual review of City ordinances did not result in and changes pertaining to property maintenance and substandard housing.
Program 4: Condominium Conversion Ordinance	Monitor conversion activities annually.	Annual	There were no residential condominium conversions during Calendar Year 2021.
Program 5: Mixed Use Development	Facilitate the construction of 100 high-density residential units within mixed-use developments within the planning period.	2015-2023	In 2021, the City approved the Amador Station project, which consisted of 300 affordable residential units in two separate buildings, ground-floor retail, amenity space, and parking. No building permits or certificates of occupancy were issued for high-density residential units within mixed-use developments in 2021.
Program 6: Affordable Housing Developers	Negotiate a specific incentives package or each project, with increased incentives for projects that include units for extremely low income households and persons with disabilities.	2015-2023	The City issued Planning entitlements for three notable projects in 2021: the 573-unit East Ranch project, which includes 68 affordable units; the 300-unit Amador Station (Bridgeway) affordable project; and the 113-unit Regional Street (Eden Housing) affordable project. Combined the three projects include a total of 481 affordable units. The East Ranch project also includes the dedication of a two-acre Public/Semi-Public site for a future affordable housing project. Preliminarily, this site would provide 77 units of very low/low-income affordable rental housing.
Program 6: Affordable Housing Developers	Provide application/technical assistance as needed. Timing of applications or technical assistance will depend on application deadlines for funding sources.	2015-2023	The City joined California Community Housing Agency (CalCHA) and California Statewide Community Development Authority (CSCDA). These joint powers authorities issue bonds to acquire properties for the production, preservation, and protection of essential middle-income rental housing. Three properties in Dublin were acquired through this program in 2021, including the 313-unit Aster project, the 390-unit Waterford Place Apartments, and the 324-unit Fountains at Emerald Park, which have resulted in conversion of 76 units that are now affordable to households earning no more than 80 percent AMI, 55 units affordable to households earning no more than 100 percent AMI, and 40 units affordable to households earning no more than 120 percent AMI.
Program 6: Affordable Housing Developers	Provide assistance to affordable housing developers within the planning period to facilitate the construction of 100 affordable housing units with the goal of achieving 20 affordable units for extremely low income households and/or persons with special needs (including persons with disabilities/developmental disabilities).	2015-2023	On December 1, 2020, the City Council authorized the City Manager to negotiate and prepare a Purchase and Sale Agreement for the transfer of approximately one-acre of property in the East Dublin Transit Center, located at the southeast corner of Iron Horse Parkway and Martineil Drive, commonly known as Site D-1, from the Surplus Property Authority of Alameda County to the City of Dublin, or its designee, for as an affordable housing development. Once the property has transfer, Staff will work with an affordable housing developer to facilitate development of the site.
Program 6: Affordable Housing Developers	Annually contact developers to discuss affordable housing opportunities.	2015-2023	In 2021, the City met with several affordable housing developers to discuss potential affordable housing development projects and opportunities in Dublin on both publicly and privately-owned properties. In addition, the City approved two multi-family projects with affordable housing, as discussed above.
Program 7: Density Bonuses	Review and, as necessary, revise the Density Bonus Ordinance to ensure compliance with State law within two years of adoption of the 2015-2023 Housing Element.	11/1/2016	Completed. In November 2019, the City Council adopted Ordinance No. 14-19, amending the Density Bonus Regulations (Chapter 8.52) of the Dublin Municipal Code to comply with State law. No further amendments in 2020.
Program 7: Density Bonuses	Continue to implement the Density Bonus Ordinance and provide information on the Ordinance to developers and other interested parties.	2015-2023	The City continues to implement the Density Bonus Ordinance and provide information to developers and other interested parties.
Program 7: Density Bonuses	Provide information on the City's affordable housing incentives, such as density bonus and fee deferral or amortization, on the City's website by mid-2015.	mid-2015	The City provides information on the City's affordable housing incentives at: Government > Departments > Community Development > Housing > Affordable Housing Development Information">http://www.dublin.ca.gov > Government > Departments > Community Development > Housing > Affordable Housing Development Information

Program 8: Inclusionary Zoning	Facilitate the construction of 100 affordable housing units either through direct construction or through the Inclusionary Housing In-Lieu Fund within the planning period.	2015-2023	As noted above, the City approved the 300-unit Amador Station project, which will be built in two phases. Phase I will include 136 units affordable to households earning an average of no more than 43 percent area median income (AMI) (excluding two manager's units) and Phase II of Amador Station will include 164 units affordable at a minimum to moderate-income households (excluding two manager's units). In addition, the City approved the Regional Street Senior Affordable project, which will include 113 units affordable to households earning no more than 60 percent AMI, with 30 percent of the units affordable to households earning no more than 30 percent AMI (excluding one manager's unit). Both projects are receiving financial support from the City. On April 20, 2021, the City committed \$7.1 million from the City's Housing Fund and \$2.9 million in Alameda County Measure A-1 Bond funds to Phase 1 of the Amador Station project, and the City committed \$5 million in Measure A-1 bond funds and facilitated the site acquisition at low cost (valued at \$5 million) for the Regional Street Senior Affordable project. The 573-unit East Ranch project will include 18 units affordable to households earning no more than 120 percent AMI, 50 ADUs affordable to households earning no more than 80 percent AMI, and the dedication of a two-acre Public/Semi-Public site for a future affordable housing project. Preliminarily, this site would provide 77 units of very low/low-income affordable rental housing. Additionally, the City issued building permits for 13 affordable ADUs in 2021. The City has exceeded the goal of 100 affordable units.
Program 9: Commercial Linkage Fee	Facilitate the construction of 80 affordable housing units within the planning period (10 extremely low/very low, 15 low, and 25 moderate income units).	2015-2023	Commercial Linkage Fees are collected from developers upon issuance of building permits for commercial development and are placed in the City's Affordable Housing Fund along with in-lieu fees collected from developers for residential development. Program 9: Commercial Linkage Fees 2015: Commercial Linkage-\$45,830.00 2016: Commercial Linkage-\$3,462.00 2017: Commercial Linkage-\$359,928.47 2018: Commercial Linkage-\$11,878.78 2019: Commercial Linkage-\$191,696.96 2020: Commercial Linkage-0 2021: Commercial Linkage-\$71,467.83 Total: Commercial Linkage-\$684,264.04
Program 9: Commercial Linkage Fee	Assist 5 moderate income households with first-time homebuyer loans.	2015-2023	In 2021, the City issued one new First Time Homebuyer Loan Program loan for \$40,000 to a special education teacher who purchased a moderate-income condominium. The loan has a 30-year term. Homeowner education for Dublin residents is available with periodic free trainings from ECHO Housing, serving Alameda County with a grant from the US Department of Housing and Urban Development. Foreclosure prevention services are available from Alameda County's AC Secure Program, funded by Measure A-1. The City continued to support the Alameda County Homeless Management Information System (HMIS) through the Affordable Housing Fund. HMIS is managed by EveryOne Home, a community based organization formed in 2007 under the fiscal sponsorship of the Tides Center. EveryOne Home manages the County's in-house HMIS in the collection and reporting of the homeless count and other data collection. First Time Homebuyer Loans: 2015: Moderate Income Loans-0 2016: Moderate Income Loans-1 2017: Moderate Income Loans-0 2018: Moderate Income Loans-1 2019: Moderate Income Loans-2 2020: Moderate Income Loans-0 2021: Moderate Income Loans-1 Total: Moderate Income Loans-5
Program 9: Commercial Linkage Fee	Provide funding towards homeownership training and foreclosure prevention services, rental assistance programs, and the Alameda County Homeless Management Information System.	2015-2023	2015: Moderate Income Loans-0 2016: Moderate Income Loans-1 2017: Moderate Income Loans-0 2018: Moderate Income Loans-1 2019: Moderate Income Loans-2 2020: Moderate Income Loans-0 2021: Moderate Income Loans-1 Total: Moderate Income Loans-5
Program 10: Housing Type and Size Variations	Require that developers provide a diversity of housing type and size on a case-by-case basis to meet the City's housing needs throughout the planning period.	2015-2023	The City's General Plan, various Specific Plans, and the Planned Development zoning process facilitate diversity of housing types and sizes to meet the City's housing needs.
Program 11: First-Time Homebuyer Programs	Assist 20 income-qualified first-time homebuyers during the planning period. Strive to provide assistance to approximately 10 above moderate income and 10 moderate income households.	2015-2023	The City issued the following First-Time Homebuyer Loans: 2021: Moderate-1 Above Moderate-0 Total-1 Total: Moderate-5 Above Moderate-0 Objective: Moderate-10 Above Moderate-10 Total-20 Remaining: Moderate-4 Above Moderate-10 Total-15
Program 11: First-Time Homebuyer Programs	Continue to distribute FTHLP application packets at the Civic Center, City website, and locations that provide housing services.	2015-2023	Information regarding the City's First-Time Homebuyer Loan Program is available at the Civic Center and through local housing service organizations. The City also provides information on the FTHLP on the City's website at: Government > Departments > Community Development > Housing > First Time Homebuyer Loan Program">http://www.dublin.ca.gov > Government > Departments > Community Development > Housing > First Time Homebuyer Loan Program Additionally, the City website provides information on other homebuyer assistance programs, such as the City's below market rate (BMR) homeownership program, Mortgage Credit Certificates (administered for the City of Dublin by Alameda County), and California Housing Finance Agency (CalHFA) loan programs. Information on these programs is available at: Government > Departments > Community Development > Housing">http://www.dublin.ca.gov > Government > Departments > Community Development > Housing
Program 12: Second Dwelling Units	Market this program through an informational brochure. The brochure will be available on the City website and at the Civic Center, library, senior center and other public locations.	2015-2023	In 2021, the City issued building permits for 13 ADUs that are deed restricted as for moderate-income households. The City Council took a number of actions to address barriers to development of ADUs and junior ADUs (JADUs) and to facilitate their production in 2021. On December 7, 2021, the City amended the Master Fee Schedule to waive certain City permitting fees for ADUs applied for between January 1, 2022, and December 31, 2026. Permit fees are waived for ADUs less than 750 square feet and ADUs 750 square feet or larger that are deed restricted as lower-income units for a period of 55 years. To further incentivize and streamline the construction of ADUs, the City is working with RRM Design Group to finalize eight ADU prototype plan models, with a range of sizes and architectural styles. Additionally, the City is finalizing an ADU Manual to guide applicants through the process of constructing an ADU. The City recently launched a new webpage for Accessory Dwelling Units, which is a one-stop-shop for ADU resources, regulations, and requirements. The website is available at: https://dublin.ca.gov/2428/Accessory-Dwelling-Units
Program 12: Second Dwelling Units	Facilitate the construction of 30 second dwelling units within the planning period.	2015-2023	Following is a summary of building permits issued for affordable ADUs during the current Housing Element cycle: 2021: Affordable ADUs-13 Total: Affordable Units-78 Objective: 30

Program 13: Homeless Assistance	Continue to fund emergency shelter programs in the Tri-Valley area to house residents in need of emergency shelter. Annually evaluate the homeless service needs as part of the Community Support Grants program, with the objective of assisting an average of 300 persons per year.	2015-2023	The City continues to provide financial support to a number of local organizations that provide services and assistance to homeless people through the Community Support Grants program and other funding sources, including: - Tri-Valley Haven's Homeless and Family Support Services program offers assistance to Dublin residents through Sojourner House (a family homeless shelter) and their Food Pantry. - Eden Information and Referrals' 2-1-1 service provides information and referrals. They also serve as the Alameda County first point of contact of Coordinated Entry System (CES) screenings and referrals. - CityServe of the Tri-Valley offers assistance for crisis-intervention and homelessness prevention.
Program 13: Homeless Assistance	Continue to participate in regional collaborations to address homelessness.	2015-2023	The City continues to participate in regional efforts to address homelessness. In 2019, the City signed agreements with the cities of Livermore and Pleasanton and Alameda County to pool Homeless Emergency Aid Program (HEAP) funds in order for CityServe to enhance their homeless outreach and services throughout the region. For the 2020-2021 contract, the City of Dublin contributed \$34,976.50.
Program 14: Tri-Valley Affordable Housing Committee	Participate in at least one affordable housing fair annually throughout the planning period.	2015-2023	The City participates in quarterly meetings of the Tri-Valley Affordable Housing Committee. Committee meetings featured presentations from housing-related organizations and facilitated the exchange of information and ideas among participating jurisdictions. The City is also a member of the East Bay Housing Organization and promotes Affordable Housing Week activities in April. The City also participates with the Tri-Valley Anti-Poverty Collaborative.
Program 15: Residential Sites Inventory	Monitor housing development on an ongoing basis to ensure that the sites identified in the Residential Sites Inventory are developed at densities appropriate for fulfilling the City's RHNA and identify additional sites as necessary.	Annual	The City monitors housing development annually to ensure adequate sites remain available to meet the RHNA obligation.
Program 15: Residential Sites Inventory	Annually evaluate the land availability to meet the remaining RHNA. Ensure adequate capacity exists to accommodate the RHNA of 2,285 units (796 very low, 446 low, 425 moderate, and 618 above moderate units).	Annual	The City evaluates land availability annually to ensure adequate sites remain available to meet the RHNA obligation. The City has met its above market rate RHNA requirements as of 2017.
Program 16: Fee Deferment or Amortization	Continue to offer the deferment or amortization of fees as an option to interested parties.	2015-2023	The City continues to offer deferment or amortization of fees as an option to interested parties.
Program 16: Fee Deferment or Amortization	Provide information on the City's affordable housing incentives, such as density bonus and fee deferment or amortization, on the City's website by mid-2015.	mid-2015	Information regarding the City's affordable housing incentives is available on the City's website at: http://www.dublin.ca.gov/1798/Affordable-Housing-Development-Information
Program 17: Universal Design Ordinance	Continue to make the brochure and other related information available on the City's website and at the public counter.	2015-2023	Information regarding the City's Universal Design Ordinance is available on the City's website at: https://dublin.ca.gov/DocumentCenter/View/59/Universal-Design-Check-List?bidId=
Program 18: Emergency Shelters and Supportive and Transitional Housing	Review and amend, if necessary, the Emergency Shelters Ordinance within two years of the adoption of the 2015-2023 Housing Element.	11/1/2016	Completed. In 2019, Planning Division staff reviewed the emergency shelters provisions of the Zoning Ordinance to ensure compliance with State law and determined no amendments were necessary.
Program 18: Emergency Shelters and Supportive and Transitional Housing	Review and amend, if necessary, the transitional and supportive housing provisions of the Zoning Ordinance within two years of adoption of the 2015-2023 Housing Element.	11/1/2016	Completed. In 2019, Planning Division staff reviewed the transitional and supportive housing provisions of the Zoning Ordinance to ensure compliance with State law and determined no amendments were necessary.
Program 19: Monitor Development Fees	Monitor development fees to ensure they are reasonable and do not unduly constrain development, while protecting the quality, health, and public safety of the community.	2015-2023	On December 7, 2021, the City amended the Master Fee Schedule to waive certain City permit fees for ADUs applied for between January 1, 2022, and December 31, 2026. Permit fees are waived for ADUs less than 750 square feet and ADUs 750 square feet or larger that are deed restricted as lower-income units for a period of 55 years. On December 21, 2021, the City Council adopted Resolution No. 144-21, revising the Eastern Dublin Traffic Impact Fee for future development within the Eastern Dublin Area, renaming the program as the Eastern Dublin Transportation Impact Fee, and updating the Consolidated Impact Fee Administrative Guidelines.
Program 20: Equal Housing Opportunity	Provide referrals to appropriate agencies for services.	2015-2023	The City continues to provide referrals to appropriate agencies for fair housing services through direct communication with residents (in person at the counter, via email, and over the phone) and information on the City website. The City's website includes links to Eden Council for Hope and Opportunity (ECHO), the State of California Consumer Affairs Office booklet "California Tenants: Guide to Residential Tenants and Landlord's Rights and Responsibilities," and the "Tri-Valley Human Services Pocket Guide." The City, through Alameda County, contracts with ECHO to provide fair housing services to Dublin residents.
Program 20: Equal Housing Opportunity	Distribute fair housing information to public locations.	2015-2023	Fair housing information continues to be available to the public on the City's website, and in the form of pamphlets and brochures at the public counter.
Program 20: Equal Housing Opportunity	Post information on the City website.	2015-2023	Fair housing information is available to the public on the City's website (http://www.dublin.ca.gov/216/Resources-Reference-Materials). The website includes links to Eden Council for Hope and Opportunity (ECHO) and to the State of California Consumer Affairs Office booklet "California Tenants: Guide to Residential Tenants and Landlord's Rights and Responsibilities."
Program 20: Equal Housing Opportunity	Distribute information to real estate agents, rental property owners/managers, and financial institutions in Dublin.	2015-2013	Real estate agents, rental property owners/managers and financial institutions are directed to the City's website for fair housing information or are referred to outside agencies, as appropriate. Throughout the year, Housing Staff meets with developers, real estate agents, and landlords to discuss the City's housing programs, which may include information on the 211 County-wide social services hotline and ECHO's services. In addition, information is distributed to property managers during the annual rental monitoring site visits.
Program 20: Equal Housing Opportunity	Participate in Alameda County's Impediments to Fair Housing Study through the CDBG program.	2015-2023	The City participated in the update of Alameda County's Impediments to Fair Housing Study through the Urban County HOME Consortium, which was adopted in January 2020.
Program 21: Green Building Guidelines	Continue to implement the provisions of the Green Building Ordinance.	2015-2023	The City continues to implement the Green Building Ordinance.
Program 21: Green Building Guidelines	Continue to update brochures that describe program requirements and make them available to any interested parties and continue to provide Green Building resources on the City's website.	2015-2023	The City continues to update brochures as needed and make them available on the City's website.
Program 21: Green Building Guidelines	Implement applicable Waste Management and Building Code regulations, provide Green Building training to City staff, and distribute energy conservation information to the public.	2015-2023	In September 2020, the City Council adopted the Climate Action Plan 2030 and Beyond (CAP 2.0), establishing the next phase of climate action planning and implementation. Strategies of CAP 2.0 include 100 percent renewable and carbon-free electricity, building efficiency and electrification, sustainable mobility and land use, materials and waste management, and municipal leadership measures. CAP 2.0 establishes the City's commitment to reducing greenhouse gas (GHG) emissions and strive for carbon neutrality by 2045. The City continues to require covered projects (including construction, demolition, and renovation projects with total costs of \$100,000 or greater) to submit a Waste Management Plan to meet the City's Construction and Debris Ordinance, which was adopted in 2008 and amended in 2014. The regulations require the diversion of at least 65 percent for remodels and 75 percent for new construction of construction waste away from landfills. In 2021, Building & Safety Division Staff received training on zero net energy homes, solar photovoltaic and energy storage systems, SolarAPP+, and energy code. Additionally, the City continues to work with StopWaste, the Bay Area Regional Energy Network (BayREN), and East Bay Energy Watch to provide energy conservation to the public via workshops and direct outreach. The City also promoted the new SB 1383 requirements to divert 75 percent of solid waste from the landfill by 2025 (based on 2014 levels) and divert 25 percent of food waste from the landfill. Notably, the City transitioned all residential electrical accounts to East Bay Community Energy's Renewable 100 plan, which offers 100percent renewable and carbon-free electricity, effective January 1, 2022. Finally, the City continues to offer subsidized permit fees for the installation of solar roof panels for a variety of projects throughout the City of Dublin.

Jurisdiction	Dublin	
Reporting Period	2021	(Jan. 1 - Dec. 31)
Planning Period	5th Cycle	01/31/2015 - 01/31/2023

ANNUAL ELEMENT PROGRESS REPORT

Housing Element Implementation

(CCR Title 25 §6202)

Note: "+" indicates an optional field
Cells in grey contain auto-calculation formulas

Table E									
Commercial Development Bonus Approved pursuant to GC Section 65915.7									
Project Identifier				Units Constructed as Part of Agreement				Description of Commercial Development Bonus	Commercial Development Bonus Date Approved
1				2				3	4
APN	Street Address	Project Name ⁺	Local Jurisdiction Tracking ID ⁺	Very Low Income	Low Income	Moderate Income	Above Moderate Income	Description of Commercial Development Bonus	Commercial Development Bonus Date Approved
Summary Row: Start Data Entry Below									

Jurisdiction	Dublin	
Reporting Period	2021	(Jan. 1 - Dec. 31)
Planning Period	5th Cycle	01/31/2015 - 01/31/2023

ANNUAL ELEMENT PROGRESS REPORT
Housing Element Implementation
 (CCR Title 25 §6202)

Note: "+" indicates an optional field
 Cells in grey contain auto-calculation formulas

Table F

Units Rehabilitated, Preserved and Acquired for Alternative Adequate Sites pursuant to Government Code section 65583.1(c)

Please note this table is optional: The jurisdiction can use this table to report units that have been substantially rehabilitated, converted from non-affordable to affordable by acquisition, and preserved, including mobilehome park preservation, consistent with the standards set forth in Government Code section 65583.1, subdivision (c). Please note, motel, hotel, hostel rooms or other structures that are converted from non-residential to residential units pursuant to Government Code section 65583.1(c)(1)(D) are considered net-new housing units and must be reported in Table A2 and not reported in Table F.

Activity Type	Units that Do Not Count Towards RHNA ⁺ Listed for Informational Purposes Only				Units that Count Towards RHNA ⁺ Note - Because the statutory requirements severely limit what can be counted, please contact HCD to receive the password that will enable you to populate these fields.				The description should adequately document how each unit complies with subsection (c) of Government Code Section 65583.1 ⁺
	Extremely Low-Income ⁺	Very Low-Income ⁺	Low-Income ⁺	TOTAL UNITS ⁺	Extremely Low-Income ⁺	Very Low-Income ⁺	Low-Income ⁺	TOTAL UNITS ⁺	
Rehabilitation Activity									
Preservation of Units At-Risk			76	76					The City joined California Community Housing Agency (CalCHA) and California Statewide Community Development Authority (CSCDA). These joint powers authorities issue bonds to acquire properties for the production, preservation, and protection of essential middle-income rental housing. Three properties in Dublin were acquired through this program in 2021, including the 313-unit Aster project, the 390-unit Waterford Place Apartments, and the 324-unit Fountains at Emerald Park, which have resulted in conversion of 76 units that are now affordable to households earning no more than 80 percent AMI, 55 units affordable to households earning no more than 100 percent AMI, and 40 units affordable to households earning no more than 120 percent AMI.
Acquisition of Units									
Mobilehome Park Preservation									
Total Units by Income			76	76					

Jurisdiction	Dublin	
Reporting Period	2021	(Jan. 1 - Dec. 31)
Planning Period	5th Cycle	01/31/2015 - 01/31/2023

NOTE: This table must only be filled out if the housing element sites inventory contains a site which is or was owned by the reporting jurisdiction, and has been sold, leased, or otherwise disposed of during the reporting year.

Note: "+" indicates an optional field
Cells in grey contain auto-calculation formulas

ANNUAL ELEMENT PROGRESS REPORT
Housing Element Implementation
(CCR Title 25 §6202)

Table G						
Locally Owned Lands Included in the Housing Element Sites Inventory that have been sold, leased, or otherwise disposed of						
Project Identifier						
1			2	3	4	
APN	Street Address	Project Name ⁺	Local Jurisdiction Tracking ID ⁺	Realistic Capacity Identified in the Housing Element	Entity to whom the site transferred	Intended Use for Site
Summary Row: Start Data Entry Below						

Jurisdiction	Dublin	
Reporting Period	2021	(Jan. 1 - Dec. 31)

Note: "+" indicates an optional field
Cells in grey contain auto-calculation formulas

ANNUAL ELEMENT PROGRESS REPORT
Housing Element Implementation
(CCR Title 25 §6202)

For Alameda County jurisdictions, please format the APN's as follows:999A-9999-999-99

Table H						
Locally Owned Surplus Sites						
Parcel Identifier				Designation	Size	Notes
1	2	3	4	5	6	7
APN	Street Address/Intersection	Existing Use	Number of Units	Surplus Designation	Parcel Size (in acres)	Notes
Summary Row: Start Data Entry Below						

Jurisdiction	Dublin	
Reporting Year	2021	(Jan. 1 - Dec. 31)
Planning Period	5th Cycle	01/31/2015 - 01/31/2023

Building Permits Issued by Affordability Summary		
Income Level		Current Year
Very Low	Deed Restricted	0
	Non-Deed Restricted	0
Low	Deed Restricted	0
	Non-Deed Restricted	0
Moderate	Deed Restricted	13
	Non-Deed Restricted	0
Above Moderate		764
Total Units		777

Note: Units serving extremely low-income households are included in the very low-income permitted units totals

Units by Structure Type	Entitled	Permitted	Completed
SFA	0	0	0
SFD	0	108	106
2 to 4	0	8	16
5+	0	641	110
ADU	0	20	11
MH	1036	0	0
Total	1036	777	243

Housing Applications Summary	
Total Housing Applications Submitted:	4
Number of Proposed Units in All Applications Received:	1,038
Total Housing Units Approved:	1,036
Total Housing Units Disapproved:	0

Use of SB 35 Streamlining Provisions	
Number of Applications for Streamlining	0
Number of Streamlining Applications Approved	0
Total Developments Approved with Streamlining	0
Total Units Constructed with Streamlining	0

Units Constructed - SB 35 Streamlining Permits			
Income	Rental	Ownership	Total
Very Low	0	0	0
Low	0	0	0
Moderate	0	0	0
Above Moderate	0	0	0
Total	0	0	0

Cells in grey contain auto-calculation formulas

Jurisdiction	Dublin	
Reporting Year	2021	(Jan. 1 - Dec. 31)

ANNUAL ELEMENT PROGRESS REPORT
Local Early Action Planning (LEAP) Reporting
 (CCR Title 25 §6202)

Please update the status of the proposed uses listed in the entity's application for funding and the corresponding impact on housing within the region or jurisdiction, as applicable, categorized based on the eligible uses specified in Section 50515.02 or 50515.03, as applicable.

Total Award Amount	\$ 300,000.00	Total award amount is auto-populated based on amounts entered in rows 15-26.
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Task	\$ Amount Awarded	\$ Cumulative Reimbursement Requested	Task Status	Other Funding	Notes
Project Initiation	\$15,000.00	\$0.00	Completed	None	
Analyze Regional Housing Needs Assessment	\$60,000.00	\$0.00	In Progress	Other	SB 2, REAP
Community Engagement	\$47,500.00	\$0.00	In Progress	Other	SB 2
Draft Housing Element	\$52,500.00	\$0.00	In Progress	None	
General Plan Amendments	\$50,000.00	\$0.00	Other (Please Specify in Notes)	Other	SB 2
CEQA Compliance	\$35,000.00	\$0.00	Other (Please Specify in Notes)	None	
Public Hearings	\$25,000.00	\$0.00	Other (Please Specify in Notes)	None	
Final Housing Element	\$15,000.00	\$0.00	Other (Please Specify in Notes)	None	

Summary of entitlements, building permits, and certificates of occupancy (auto-populated from Table A2)

Completed Entitlement Issued by Affordability Summary		
Income Level		Current Year
Very Low	Deed Restricted	246
	Non-Deed Restricted	0
Low	Deed Restricted	50
	Non-Deed Restricted	0
Moderate	Deed Restricted	180
	Non-Deed Restricted	0
Above Moderate		560
Total Units		1036

Building Permits Issued by Affordability Summary		
Income Level		Current Year
Very Low	Deed Restricted	0
	Non-Deed Restricted	0
Low	Deed Restricted	0
	Non-Deed Restricted	0
Moderate	Deed Restricted	13
	Non-Deed Restricted	0
Above Moderate		764
Total Units		777

Certificate of Occupancy Issued by Affordability Summary		
Income Level		Current Year
Very Low	Deed Restricted	0
	Non-Deed Restricted	0
Low	Deed Restricted	0
	Non-Deed Restricted	0
Moderate	Deed Restricted	2
	Non-Deed Restricted	0
Above Moderate		241
Total Units		243



STAFF REPORT

CITY COUNCIL

DATE: March 15, 2022

TO: Honorable Mayor and City Councilmembers

FROM: Linda Smith, City Manager

SUBJECT: Fiscal Year 2021-22 2nd Quarter Financial Review
Prepared by: Lisa Hisatomi, Director of Administrative Services

EXECUTIVE SUMMARY:

The City Council will receive a financial report through the second quarter for Fiscal Year 2021-22 and consider amendments to the Fiscal Year 2021-22 Budget via a budget change.

STAFF RECOMMENDATION:

Receive the report and approve the budget change.

FINANCIAL IMPACT:

Approval of the budget change will result in a net increase to the General Fund revenue budget of \$6,317,443 and a net increase in the General Fund expenditure budget of \$1,503,030, for a net increase in General Fund reserves of \$4,814,413. The City is projected to be in an operating surplus position of \$17,006,920 in Fiscal Year 2021-22. Total General Fund reserves are projected at \$209,116,308 by June 30, 2022.

This report also contains various budget changes in other funds requiring City Council approval.

DESCRIPTION:

The purpose of this report is to update the City Council on the status of the Fiscal Year 2021-22 General Fund Amended Budget and projected reserves. As a reminder, the Amended Budget includes budget amendments already approved by the City Council since July 1, as well as carry-over budgets from the prior year. The Budget Change Form (Attachment 4) lists all new amendments needing approval in the General Fund as well as in other funds.

Overview

Staff presented the Fiscal Year 2021-22 Budget in June 2021, when the economy was just beginning a recovery from the COVID-19 pandemic and related shutdowns. As the speed and level of recovery was uncertain at the time, Staff used conservative assumptions for the City's major revenue categories. The majority of the budget changes below realign those conservative assumptions with actual receipts through December.

General Fund Changes

Table 1 below reflects the proposed changes to revenues and expenditures in this mid-year report and their impacts on total City reserves, followed by a discussion of the changes.

Table 1: Revenue and Expenditure Changes

Category	Revenues	Expenditures	Net Impact
Property Tax	\$1,000,000		\$1,000,000
Sales Tax	3,300,000		3,300,000
Transient Occupancy Tax	250,000		250,000
Parks & Recreation Programs	945,543	668,930	276,613
One-time Revenues	50,000		50,000
Development Services	771,900	363,000	408,900
Contract Services		471,100	(471,100)
Total Impact on GF Reserves	\$6,317,443	\$1,503,030	\$4,814,413

Property Tax Revenue – increase of \$1,000,000

While the pandemic delayed home and property sales in the 2020 calendar year, it did not significantly impact the growth most communities experienced in 2021. New construction continued even through shortages in building supplies in the second half of the year. Increased home prices (23% higher than the previous year) are being driven by fewer properties being offered for sale and the lower interest rates for home loans.

Sales Tax Revenue – increase of \$3,300,000

The City continues to experience strong sales tax revenue growth in Fiscal Year 2021-22, particularly in the Autos and Transportation and Consumer Goods categories. Auto sales prices increased for both new and used cars, and many consumers traded up for luxury vehicles. Growth in the Consumer Goods category reflected a return to in-store shopping, especially in retail apparel and specialty stores. Additionally, the City's share of the countywide use tax pool allocations (e-commerce) remains strong.

Transient Occupancy Tax (TOT) Revenue – increase of \$250,000

As the hotel industry begun a slow return to pre-pandemic levels during this fiscal year, the City is starting to see recovery in TOT (hotel tax) revenues that will continue into next year.

Parks and Community Services (PCS) Programs – net revenue increase of \$276,613

The Fiscal Year 2021-22 Budget assumed the resumption of all programs in the fall of 2021 with modifications in place according to health guidelines related to reduced class and group sizes. With the guidelines relaxing, PCS revenues are projected to be \$945,543 higher than budgeted, partially offset by an increase in related expenditures by \$668,930 for contracted services. Additionally, the City will incur one-time repair costs (\$204,567) for damaged equipment at The Wave; the majority of which will be reimbursed through the City’s insurance. Proposed budget adjustments also reflect increases in facility, field, and sports court rentals, as well as an increase in program enrollments.

One-Time Revenues – increase of \$50,000

The budget for one-time revenues is being adjusted for the receipt of a community benefit payment from the Avalon Bay project for pedestrian access improvements to BART.

Development Services – net revenue increase of \$408,900

Due to a shift in the timing of various projects, development revenues are expected to increase \$771,900 from the budget, offset by an increase of \$363,000 in related expenditures.

Contract Services Expenditures – net increase of \$471,100

Contract Services costs are increasing as the net result of the following:

- Public Works’ use of consulting services for 1) a workspace planning study; 2) increased traffic signal repair and maintenance costs; 3) consulting services for grant application assistance (total +\$311,100).
- Additional vehicle repair and maintenance for police vehicles (+\$75,000).
- Consulting services and repair costs for Senior Center property damaged by a third party. These costs will be reimbursed by insurance (+\$85,000).

General Fund Reserves and Transfers Out

After incorporating all adjustments, total reserves are projected to slightly decrease by \$648,187 from prior year, as illustrated in Table 2 below.

Table 2: General Fund Reserve Changes

	FY 2020-21 Actual	FY 2021-22 Adopted	FY 2021-22 Amended*	New FY 2021-22 Amended*
Total Reserves, Beg of Year	\$190,649,224	\$209,764,495	\$209,764,495	\$209,764,495
Revenues	103,200,620	98,397,780	98,753,604	105,071,047
Expenditures	(74,121,779)	(83,917,877)	(86,561,097)	(88,064,127)
Net Operating Budget Impact	\$29,078,842	\$14,479,903	\$12,192,507	\$17,006,920
Transfers In	273,623	56,600	191,116	191,116
Unrealized Gain/Loss	(3,936,480)			
Transfers Out/Contrib. to Other	(6,300,714)	(6,038,550)	(17,846,223)	(17,846,223)
Total Reserves, End of Year	\$209,764,495	\$218,262,448	\$204,301,895	\$209,116,308

* Includes \$2.0M and \$12.5M budget carryover from FY 20-21 for operating and CIP programs

The City has \$17,846,223 budgeted in transfers out of the General Fund, the majority of which (\$13,959,854) are covered by Committed and Assigned Reserves. Table 3 summarizes General Fund Transfers Out by reserve category.

Table 3: Summary of General Fund Transfers Out

Type	FY 2020-21 Actual	FY 2021-22 Adopted	FY 2021-22 Amended	New FY 2021- 22 Amended
CIP Specific - Assigned/Committed	\$4,352,208	\$2,404,645	\$11,224,744	\$11,224,744
CIP Carryovers - Assigned			2,735,111	\$2,735,111
CIP - Undesignated	948,506	1,633,905	1,886,369	1,886,369
Contribution to ISF	1,000,000	1,000,000	1,000,000	1,000,000
Contribution to PERS		1,000,000	1,000,000	1,000,000
Total Transfers Out	\$6,300,714	\$6,038,550	\$17,846,223	\$17,846,223

A listing of changes to specific reserves is provided as Attachment 2 (General Fund Reserves Summary). A detailed list of transfers out of the General Fund is provided as Attachment 3.

Non-General Fund Items

In addition to the changes to the General Fund, there are various budget amendments in other funds that require City Council approval, to do the following:

- Decrease Public Facilities Fee Fund revenue by \$261,000 to reconcile with project timelines (these revenues were collected in the prior fiscal year).
- Increase Traffic Impact Fee Fund revenue by \$1,027,000 to reconcile with project timelines.
- Increase Dublin Crossing Fund revenue by \$3,350,000 to reconcile with project timelines.
- Increase State Seizure/Special Activity Fund revenue by \$74,000 for the City's adjudicated share of State seizure funds; and increase the budget by \$30,000 for the procurement of equipment to assist police investigations.
- Increase State Grant - Park Fund revenue by \$271,600 for the grant reimbursement for Imagine Playground - Dublin Sports Ground.
- Increase Affordable Housing Fund revenue by \$5,000,000 for the repayment of the acquisition cost of the Regional Street site.
- Decrease American Rescue Plan Act Fund expenditures by \$766,025 due to not filling City positions and staffing of the Dublin Police Service Behavioral Health Unit for a part of the fiscal year. This budget reduction is rolled over and accounted for in the Fiscal Year 2022-23 budget.

Non-budgetary Administrative Items

- Ratify the purchase of two police vehicles made by the City Manager under a time constraint due to the major supply chain issues caused by the pandemic.

STRATEGIC PLAN INITIATIVE:

Strategy 2: Explore New City Revenue Streams for Long Term Financial Stability
Objective 2D: Continue to maintain strong fiscal policies.

NOTICING REQUIREMENTS/PUBLIC OUTREACH:

The City Council Agenda was posted.

ATTACHMENTS:

- 1) General Fund Summary Q2 FY 2021-22
- 2) General Fund Reserves Q2 FY2021-22
- 3) General Fund Transfers Out Q2 FY 2021-22
- 4) Budget Change Q2 FY 2021-22

	Actual 2020-21	Adopted 2021-22	Amended 2021-22	Q2 Adjustment	New Amended 2021-22
Revenues					
Property Tax	\$53,007,086	\$52,763,000	\$52,763,000	\$1,000,000	\$53,763,000
Sales Tax	24,860,469	22,528,000	22,528,000	3,300,000	\$25,828,000
Sales Tax Reimbursements	(219,445)	(610,000)	(610,000)		(\$610,000)
Development Revenue	7,391,926	7,721,318	8,044,983	771,900	\$8,816,883
Transient Occupancy Tax	743,962	750,000	750,000	250,000	\$1,000,000
Other Taxes	6,441,357	5,732,706	5,732,706		\$5,732,706
Licenses & Permits	334,852	313,434	313,434		\$313,434
Fines & Penalties	75,394	107,432	107,432		\$107,432
Interest Earnings	2,809,671	1,200,000	1,200,000		\$1,200,000
Rentals and Leases	822,841	1,020,768	1,020,768	434,825	\$1,455,593
Intergovernmental	300,618	285,000	285,000		\$285,000
Charges for Services	4,794,938	5,268,891	5,268,891	510,718	\$5,779,609
Other Revenue	1,836,951	1,317,231	1,349,390	50,000	\$1,399,390
Subtotal Revenues - Operating	\$103,200,620	\$98,397,780	\$98,753,604	\$6,317,443	\$105,071,047
Transfers In	\$273,623	\$56,600	\$191,116		191,116
Unrealized Gains/Losses	(3,936,480)				-
Total Revenues	\$99,537,763	\$98,454,380	\$98,944,720	\$6,317,443	\$105,262,163
Expenditures					
Salaries & Wages	\$10,666,813	\$12,772,606	\$12,772,606		\$12,772,606
Benefits	4,754,632	5,372,420	5,372,420	-	\$5,372,420
Services & Supplies	2,782,316	4,110,511	4,351,749	160,000	\$4,511,749
Internal Service Fund Charges	3,685,246	3,907,323	3,907,323	-	\$3,907,323
Utilities	2,399,088	3,045,467	3,045,467	-	\$3,045,467
Contracted Services	49,039,885	54,367,888	55,383,221	1,296,230	\$56,679,451
Capital Outlay	639,176	118,677	529,605	46,800	\$576,405
Debt Service Payment		-	975,720	-	\$975,720
Contingency & Miscellaneous	154,622	222,985	222,985	-	\$222,985
Subtotal Expenditures - Operating	\$74,121,779	\$83,917,877	\$86,561,097	\$1,503,030	\$88,064,127
Operating Impact (REV-EXP)	\$29,078,842	\$14,479,903	\$12,192,507	\$4,814,413	\$17,006,920
Transfer Outs & Contributions to Other Funds					
Transfers Out (CIPs) - Com./Assig. Res	4,352,208	2,404,645	11,224,744	-	11,224,744
Transfers Out (CIPs) - Undesignated ⁽¹⁾	\$948,506	1,633,905	4,621,480	-	\$4,621,480
Contribution to OPEB/PERS		1,000,000	1,000,000	-	1,000,000
Contribution to ISF	1,000,000	1,000,000	1,000,000	-	1,000,000
Subtotal - Transfers Out & Contributi	6,300,714	6,038,550	17,846,223	-	17,846,223
Total Expenditures	\$80,422,492	\$89,956,427	\$104,407,320	\$1,503,030	\$105,910,350
GF Impact (Include CIP & Transfers)	\$19,115,271	\$8,497,953	(\$5,462,600)	\$4,814,413	(\$648,187)
TOTAL GENERAL FUND BALANCE	\$209,764,495	\$218,262,448	\$204,301,895		\$209,116,308

	Actual 2020-21	Adopted 2021-22	Amended 2021-22	Q2 Adjustment	New Amended 2021-22
Contracted Services Detail					
Police Services ⁽³⁾	\$20,731,301	\$22,294,777	\$21,788,548		\$21,788,548
Fire Services ⁽³⁾	13,846,016	14,609,570	14,609,570		\$14,609,570
Maintenance Services (MCE)	5,344,843	5,933,838	5,933,838		\$5,933,838
Development (CDD and PW)	3,059,578	4,107,935	4,646,552	363,000	\$5,009,552
Other Contracted Services	6,058,148	7,421,768	8,404,714	933,230	\$9,337,944
Total Contracted Services	\$49,039,885	\$54,367,888	\$55,383,221	\$1,296,230	\$56,679,451

(1) Amended budget for operating expenditures includes \$2,027,817 carryover from FY 20-21

(2) Amended Budget for Transfers Out to CIP includes \$12,517,349 carryover from FY 20-21 and reduction of General Fund contribution for the Citywide Energy Improvement project

(3) Police and Fire liability insurance amounts are not included above, they are included in Services & Supplies.

GENERAL FUND RESERVES SUMMARY- Q2 FY 2021-22

Attachment 2

RESERVE DESCRIPTION	Actual 2020-21	Increase 2021-22	Decrease 2021-22	Net Change	Projected 2021-22
Non-Spendable	\$13,266				\$13,266
Prepaid Expenses	13,266				13,266
Restricted	\$4,493,314				\$4,493,314
Cemetery Endowment	60,000				60,000
Developer Contr - Downtown	1,490,000				1,490,000
Developer Contr - Heritage Pk	19,000				19,000
Developer Contr - Nature Pk	60,000				60,000
Section 115 Trust - Pension	2,114,314				2,114,314
Heritage Park Maintenance	750,000				750,000
Committed	\$70,694,542		(\$16,634,077)	(\$16,634,077)	\$54,060,465
Advance to Public Facility Fee	9,857,639		(7,074,270)	(7,074,270)	2,783,369
Downtown Public Impr	13,000,000		(200,000)	(200,000)	12,800,000
Economic Development	53,319		(53,319)	(53,319)	0
Economic Stability	8,000,000				8,000,000
Emergency Communications	532,113				532,113
Fire Svcs Pension/OPEB	5,671,094				5,671,094
Innovations & New Opport	1,031,719		(137,220)	(137,220)	894,498
One-Time Initiative - Capital	4,966,110		(1,476,078)	(1,476,078)	3,490,032
One-Time Initiative - Operating	503,860				503,860
Public Safety Reserve	2,600,000				2,600,000
Specific Committed Reserves					
Cemetery Expansion (CIP)	1,173,549		(1,173,549)	(1,173,549)	
Contribution to Public Facility Fee	6,000,000				6,000,000
Cultural Arts Center	4,539,197		(4,364,197)	(4,364,197)	175,000
Don Biddle Park (CIP)	2,100,000		(2,100,000)	(2,100,000)	
Fallon Sports Park III Contingency	3,110,500				3,110,500
Lease Revenue Bond Payment	4,000,000				4,000,000
Maintenance Facility (CIP)	55,443		(55,443)	(55,443)	
Utility Undergrounding (CIP)	3,500,000				3,500,000
Assigned	\$66,743,520		(\$1,810,019)	(\$1,810,019)	\$64,933,502
Accrued Leave	1,296,514				1,296,514
Catastrophic Loss	17,710,320				17,710,320
CIP Carryovers	2,735,111				2,735,111
Fiscally Responsible Adj	325,000				325,000
Municipal Regional Permit	2,212,931		(418,403)	(418,403)	1,794,528
Non-Streets CIP Commitments	2,366,100		(93,600)	(93,600)	2,272,500
Operating Carryovers	1,882,745				1,882,745
Parks and Streets Contingency	201,270				201,270
Pension & OPEB	16,000,000				16,000,000
Relocate Parks Dept	500,000				500,000
Service Continuity	3,150,000				3,150,000
Specific Assigned Reserves					
Climate Action Plan	3,000,000				3,000,000
Contribution to ISF	1,500,000				1,500,000
Façade Improvement Grants	374,157				374,157
HVAC Replace. & Civic Ctr Improv. (CIP)	3,337,009		(1,145,652)	(1,145,652)	2,191,357
Public Safety Complex (CIP)	152,363		(152,363)	(152,363)	
Village Pkwy Pavemt Recon	10,000,000				10,000,000
Unassigned	\$67,819,852	\$18,444,095	(\$648,187)	\$17,795,908	\$85,615,761
Unassigned-Unrealized Gains	4,516,760				4,516,760
Unassigned (Available)	63,303,092				81,099,001
TOTAL RESERVES	\$209,764,495	\$18,444,095	(\$19,092,282)	(\$648,187)	\$209,116,308

GENERAL FUND TRANSFERS OUT/CONTRIBUTIONS - Q2 FY 2021-22

Project	2021-22 Adopted	2021-22 Amended	Committed/ Assigned Reserve*
CIPS			
Alamo Creek Pk and Assessment Dist. Fence Replacement	\$450,000	\$450,000	
Annual Street Resurfacing		67,957	
Audio Visual System Upgrade	44,020	108,783	
City Entrance Monument Signs	\$200,000	\$485,000	\$200,000
Citywide Bicycle & Pedestrian Improvements	108,000	263,642	
Citywide Energy Improvements	115,780	217,420	
Citywide Signal Comm. Upgrade		1,420,149	1,420,149
Civic Center HVAC and Roof Replacement		22,602	22,602
Civic Center Rehabilitation	1,123,050	1,123,050	1,123,050
Cultural Arts Center		4,364,197	4,364,197
Don Biddle Community Park		2,100,000	2,100,000
Downtown Dublin Street Grid Network	60,210	198,550	
Downtown Dublin Town Square Park	29,505	97,525	
Dublin Blvd Extension		123,000	
Dublin Heritage Park Cemetery Phase		1,173,549	1,173,549
EV Charging Stations		137,220	137,220
Financial System Replacement		1,479,831	
Green Stormwater Infrastructure	310,855	382,570	382,570
IT Infrastructure Improvement		93,600	93,600
Maintenance Yard Facility Improve		55,443	55,443
Police Services Building		152,363	152,363
Resiliency and Disaster Preparedness Improvements	681,010		
Restrooms Replacement	916,120	1,000,000	
San Ramon Road Landscape Renovation		238,660	
San Ramon Road Trail Improvements		91,113	
Subtotal - Transfers Out to CIPS	\$4,038,550	\$15,846,223	\$11,224,744
Other Contributions			
Contribution to OPEB/PERS	1,000,000	1,000,000	
Contribution to ISF	1,000,000	1,000,000	
Subtotal - Other Contributions	\$2,000,000	\$2,000,000	
Total General Fund Transfers Out/Contributions	\$6,038,550	\$17,846,223	

* Does not include CIP carryovers from prior year not funded by specific Committed/ Assigned Reserve, but set aside in Assigned - CIP Carryovers

**CITY OF DUBLIN
FISCAL YEAR 2021-22
BUDGET CHANGE FORM**

Budget Change Reference #: _____

City Council's Approval Required

From Un-Appropriated Reserves X Budget Transfer Between Funds _____

From Designated Reserves _____ Other _____

REVENUES

General Fund

1001.0000.42101 (Sales Tax)	\$3,300,000	Increase in taxes based on consultant's updated projections
1001.0000.41101 (Property Tax)	\$1,000,000	
1001.0000.42301 (TOT)	\$250,000	Higher than anticipated revenues
1001.8102.44231 (Building Permits)	\$300,000	Increase due to change of timeline of development projects
1001.xxxx.46200 (PCS - Multiple Programs - Facility Rentals)	\$434,825	Higher than anticipated rentals and additional fields and courts available for rent
1001.xxxx.48000 (PCS - Multiple Programs - Charge for Svcs)	\$510,718	increase in enrollments of recreation programs
1009.8101.48911 (Zoning)	\$471,900	Increase due to reimbursement of costs for SCS Dublin EIR, with offset increase in expenditure
1005.0000.49151 (Community Benefit Payments)	\$50,000	Community benefit payment for Avalon Bay project

Special Revenue Funds

2101.0000.49131 (State Seizure/Special Activity Fund)	\$74,000	City's adjudicated share of State seizure fund
2403.0000.47261 (State Grant - Park)	\$271,600	Grant reimbursement for Imagine Playground - Dublin Sports Ground
2901.0000.49141 (Affordable Housing Fund)	\$5,000,000	Repayment of acquisition cost for the Regional Street site

Impact Fee Funds - Developer Contributions

4103.0000.49161 (PFF -Community Park Improvements)	(\$125,000)	
4104.0000.49161 (PFF - Neighborhood Park Improvements)	(\$87,000)	
4107.0000.49161 (PFF - Civic Center)	(\$49,000)	Adjustment of development project timing
4304.0000.49161 (TIF - Western Dublin)	\$540,000	
4306.0000.49161 (TIF - TVTD)	\$347,000	
4311.0000.49161 (Dublin Crossing TIF)	\$140,000	Adjustment for fee credit exhausted, developer paid fees instead
4401.0000.49161 (Dublin Crossing Fund)	\$3,350,000	

OPERATING EXPENDITURES

General Fund

1001.1402.61301 (Insurance - Repairs)	\$85,000	Consulting services and repair cost for Senior Center property damage by a third party. Cost will be reimbursed by insurance
1001.2111.61309 (Police Support - Vehicle Repair)	\$75,000	Increase due to aging fleet
1001.8301.64001 (Public Works - Contract Services)	\$211,100	Consulting services for Public Works 1) workspace planning study, 2) increase in traffic signal repair and maintenance cost, 3) Bridge and Structure Asset Assessment and Inspection - Phase 2
1001.8301.65101 (Public Works - Professional Services)	\$100,000	Consulting services for grant application assistance

**FISCAL YEAR 2021-22
BUDGET CHANGE FORM**

Budget Change Reference #: _____

1001.xxxx.64005 (PCS - Bldg Maintenance)	\$220,456	Custodial services for use of DUSD facilities and increase in maintenance cost due to increase in rental, offset by increase in revenues. \$204,567 is for waterslide repairs at The Wave due to vandalism, the cost will be reimbursed by insurance
1001.xxxx.64000 (PCS - Contract Services)	\$401,674	Program contract services.
1001.xxxx.64000 (PCS - Capital Outlay)	\$46,800	Purchase of cabana and Square equipment
1009.8101.65106 (Community Dev. - Professional Services Reimbursable)	\$363,000	Increase in profession services reimbursable expense for SCS Dublin EIR
Special Revenue Funds		
2907.1201.51101 (ARPA Fund - Salaries)	(\$320,833)	Unfilled Management Analyst for full FY and Special Projects Manager for 7 months
2907.2108.64021 (ARPA Fund - Contract Personnel)	(\$445,191)	Unfilled DPS Behavioral Health Unit for 8 months
2101.2111.71102 (State Asset Seizure Fund - Equipment Exp)	\$30,000	Utilization of asset seizure fund to procure equipment for police investigation

As Presented at the City Council Meeting 3/15/2022

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

Posted By: _____

Date: _____



STAFF REPORT

CITY COUNCIL

DATE: March 15, 2022

TO: Honorable Mayor and City Councilmembers

FROM: Linda Smith, City Manager

SUBJECT: Waterslide Repairs at The Wave
Prepared by: Andrea Dwyer, Recreation Manager

EXECUTIVE SUMMARY:

The City Council will consider approving an agreement with Safe Slide Restoration for waterslide repairs at The Wave without conducting a formal public bid process.

STAFF RECOMMENDATION:

Adopt the **Resolution** Approving an Agreement with Safe Slide Restoration for Waterslide Repairs at The Wave Without Conducting a Formal Public Bid Process.

FINANCIAL IMPACT:

The cost of the repairs is estimated at \$185,970. Staff has included a 10% contingency in the Agreement, should it be necessary. Total potential costs of \$204,567 have been included in the Second Quarter Financial Review on tonight’s agenda. Staff expects the costs will be reimbursed by insurance less the City’s \$5,000 deductible.

DESCRIPTION:

In December 2021, vandals caused extensive damage to eight waterslides at The Wave, causing scrapes, chips, and deep cracks in the fiberglass along the entire length of the slides. The severity of the damage requires professionals in the aquatic amusement ride industry to sand the waterslides, repair the fiberglass, provide a new application of gelcoat to all skid areas, caulk all seams and joints, provide a chemical wash, and buff the equipment.

To have items addressed for the Occupational Safety and Health Administration (OSHA) inspection, features need to be repaired in the areas identified to safely open for the 2022 summer season.

The Wave has a current agreement with East Bay Pool Service Inc., however, the repairs are outside of the scope of the contract and they require a certified composite technician provided by amusement ride professionals that East Bay Pool Service Inc. does not have on staff.

Staff secured quotes from two qualified companies, Safe Slide Restoration (SSR) and Whitewater West Industries, with SSR submitting the lowest proposal that can be completed in the City's desired timeframe. SSR visited the site, surveyed the damage, and has guaranteed repairs will be completed prior to May 1, 2022. This allows time to schedule the annual OSHA inspection and successfully open The Wave on Memorial Day weekend.

Conducting a public bidding process for the waterslide repair would cause a delay in the work necessary to open The Wave by the Memorial Day weekend. As such, and in a well-recognized exception in Common Law to the competitive bidding requirement for public entities, where the nature of a contract or project is such that competitive proposals would be unavailing or would not produce an advantage, thereby rendering any advertisement for competitive bidding undesirable, impractical or impossible (see *Graydon v. Pasadena Redevelopment Agency* (1980) 104 Cal. App. 3d 631, 635; 164 Cal. Rptr. 56, 58), Staff is recommending that City Council approve the Agreement with SSR without such public bidding process.

STRATEGIC PLAN INITIATIVE:

None.

NOTICING REQUIREMENTS/PUBLIC OUTREACH:

The City Council Agenda was posted.

ATTACHMENTS:

- 1) Resolution Approving an Agreement with Safe Slide Restoration for Waterslide Repairs at The Wave Without Conducting a Formal Public Bid Process
- 2) Exhibit A to the Resolution – Contractor Services Agreement Between the City of Dublin and Safe Slide Restoration

RESOLUTION NO. XX – 22**A RESOLUTION OF THE CITY COUNCIL
OF THE CITY OF DUBLIN****APPROVING AN AGREEMENT WITH SAFE SLIDE RESTORATION FOR
WATERSLIDE REPAIRS AT THE WAVE WITHOUT CONDUCTING A FORMAL PUBLIC BID
PROCESS**

WHEREAS, in December 2021, the waterslides at The Wave were vandalized resulting in extensive damage to the waterslides including scrapes, chips, and deep cracks in the fiberglass; and

WHEREAS, due to state safety regulations governing amusement rides, such as the waterslides, there is an extremely limited pool of contractors that have the necessary licenses and authorizations necessary to perform the work; and

WHEREAS, the Wave is scheduled to open to the public for the Memorial Day weekend, and the waterslides are a key attraction bringing customers and revenues to the Wave; and

WHEREAS, if the waterslides are not operational on opening weekend, it would have a direct and significant revenue impact on the City, and it has the potential to have a ripple effect on the summer season at the Wave; and

WHEREAS, prior to such opening, the contractor will need to complete the work, and the waterslides will need to be inspected by the California Division of Occupational Safety and Health, and it will be challenging for a contractor to complete all of the necessary work prior to the opening; and

WHEREAS, the qualified and available contractors are busy with other repair and construction projects ahead of the summer waterslide and amusement park season, further limiting the time the City has to obtain the services of a qualified and available contractor; and

WHEREAS, conducting a public bidding process for the completion of the work would cause a delay of work on the slide repair project, and such a delay would jeopardize the Memorial Day opening and more importantly further limit the availability of qualified contractors and thereby increase the price that the City would have to incur to complete the work in time for the opening; and

WHEREAS, a well-recognized exception in Common Law to the competitive bidding requirement for public entities exists where the nature of a contract or project is such that competitive proposals would be unavailing or would not produce an advantage, thereby rendering any advertisement for competitive bidding undesirable, impractical or impossible (see *Graydon v. Pasadena Redevelopment Agency* (1980) 104 Cal. App. 3d 631, 635; 164 Cal. Rptr. 56, 58); and

WHEREAS, the rationale for the adoption of the above exception is found in the purposes of the provisions requiring competitive bidding in letting public contracts. Those purposes are to guard against favoritism, improvidence, extravagance, fraud and corruption; to prevent waste of public funds; and to obtain the best economic result for the public (see *Graydon*, 104 Cal.App.3d. at 636); and

WHEREAS, it has also been recognized by Common Law that where competitive proposals work an incongruity and are unavailing as affecting the final result of the public works project, or where competitive proposals do not produce any advantage, or where it is practically impossible to obtain what is required and to observe such form, competitive bidding is not applicable (see *Graydon*, 104 Cal.App.3d. at 636); and

WHEREAS, City Staff secured quotes from two qualified companies, Safe Slide Restoration (SSR) and Whitewater West Industries (WWI), with SSR submitting the lowest proposal; and

WHEREAS, SSR visited the site, surveyed the damage, and has guaranteed repairs will be completed by May 1, 2022, allowing time for the annual Occupational Safety and Health Administration (OSHA) inspection and for the facility to open on Memorial Day weekend; and

WHEREAS, SSR is prepared to complete the work outlined in the Scope of Services section of the Agreement attached hereto as **Exhibit A**.

NOW, THEREFORE, BE IT RESOLVED THAT the City of Dublin City Council does hereby make the following findings:

A. The circumstances surrounding the waterslide repair project are such that the necessary delay entailed by conducting a competitive bid for the project would impose significant additional financial burdens, such that the conduct of said bid process would be unavailing, undesirable and would not be to the City's advantage and that public bidding requirements in this instance would not produce any advantage to the City.

B. That such a proposed negotiation of a contract would not constitute any sign of favoritism, improvidence, extravagance, fraud or corruption.

BE IT FURTHER RESOLVED the City Council of the City of Dublin does hereby approve the negotiated Contractor Services Agreement with Safe Slide Restoration, attached hereto as Exhibit A, at a bid of \$204,567, without conducting a formal public bid process.

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

PASSED, APPROVED AND ADOPTED this 15th day of March 2022, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Mayor

ATTEST:

City Clerk

**CONTRACTOR SERVICES AGREEMENT BETWEEN
THE CITY OF DUBLIN AND
SAFE SLIDE RESTORATION**

THIS AGREEMENT for Waterslide repair services is made by and between the City of Dublin (“City”) and Safe Slide Restoration (“Contractor”) (together sometimes referred to as the “Parties”) as of March 15, 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 May 1, 2022, the date of completion specified in Exhibit A, 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.

Section 2. COMPENSATION. City hereby agrees to pay Contractor a sum not to exceed \$204,567.00 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 Agreement and Contractor’s proposal, attached as Exhibit A, 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 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. Intentionally Deleted.

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 Liquidated Damages. Failure of Contractor to respond to problems referred to it by City within the time limits established in Subsection 1.2 of this Agreement shall result in liquidated damages as set forth in Exhibit A.

Section 3. FACILITIES AND EQUIPMENT. Except as set forth herein, Contractor shall, at its sole cost and expense, provide all facilities and equipment that may be necessary to perform the services

required by this Agreement. City shall make available to Contractor only the facilities and equipment listed in this section, and only under the terms and conditions set forth herein. Contractor shall make a written request to City to use facilities or equipment not otherwise listed herein.

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

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

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

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

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

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

Contractor shall provide and maintain all necessary safety equipment such as fences, barriers, signs, lights, walkways, guards, and fire prevention and fire-fighting equipment and shall take such other action as is required to fulfill its obligations under this section. It is the intent of the City to provide a safe working environment under normal conditions. CONTRACTOR IS ADVISED THAT CITY'S OPERATIONS AND PROPERTY ARE INHERENTLY HAZARDOUS BECAUSE OF CONDITIONS SUCH AS CONFINED SPACES, POTENTIALLY EXPLOSIVE ATMOSPHERES, AND POSSIBLE EXPOSURE TO PATHOGENS.

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

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

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

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

4.1 Workers' Compensation.

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

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

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

- a. Certificate of Workers' Compensation Insurance in the amounts specified in the section; and
- b. Waiver of Subrogation Endorsement as required by the section.

4.2 Commercial General and Automobile Liability Insurance.

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

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

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

- a. The Insurance shall cover on an occurrence or an accident basis, and not on a claims-made basis.
- b. City, its officers, officials, employees, and volunteers are to be covered as additional insureds as respects: liability arising out of work or operations performed by or on behalf of the Contractor; or automobiles owned, leased, hired, or borrowed by the Contractor.
- c. Contractor hereby agrees to waive subrogation which any insurer or contractor may require from vendor by virtue of the payment of any loss.

Contractor agrees to obtain any endorsements that may be necessary to affect this waiver of subrogation.

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

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

- a. Certificate of Liability Insurance in the amounts specified in the section;
- b. Additional Insured Endorsement as required by the section;
- c. Waiver of Subrogation Endorsement as required by the section; and
- d. Primary Insurance Endorsement as required by the section.

4.3 All Policies Requirements.

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

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

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

- 4.3.4 Wasting Policies.** No policy required by this Section 4 shall include a “wasting” policy limit (i.e. limit that is eroded by the cost of defense).
- 4.3.5 Endorsement Requirements.** Each insurance policy required by Section 4 shall be endorsed to state that coverage shall not be canceled by either party, except after 30 days’ prior written notice has been provided to the City.
- 4.3.6 Subcontractors.** Contractor shall include all subcontractors as insureds under its policies or shall furnish separate certificates and certified endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

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

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

- 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 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.
- 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:
Dale Cooper LLC DBA Safe Slide Restoration
P.O. Box 102,
Farmington, MO 63640

Any written notice to City shall be sent to:

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

- 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

- 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.

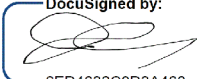
SIGNATURES ON FOLLOWING PAGE

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

SAFE SLIDE RESTORATION

Linda Smith, City Manager

DocuSigned by:

6ED4632C0D3A460... _____
Joshua Lones,
Senior Director of Customer Service

Attest:

Contractor's DIR Registration Number
(if applicable)

Marsha Moore, City Clerk

Approved as to Form:

City Attorney

3070365.1

EXHIBIT A
SCOPE OF SERVICES
PLEASE SEE ATTACHED



Slide Description:

MT Diablue - Closed to Open Flume to Runout Body Slide – Translucent Blue

Work Description:

Gel Coat – Start Tub & Runout:

- Repair all minor fiberglass repairs in ride path* (minor repair does not require laminating)
- All repairs will be done with vinyl-ester resin
- Prepare start tub and runout for Gel Coat
- Add textured surface to start tub if needed
- Refinish start tub and runout of slide with Gel Coat
- Gel Coat will be applied to a thickness of 20 - 24 mils.
- Premium Gel Coat will be used
- Recaulk all seams (recaulking is not a guarantee to stop leaking seams) **
- Seams will be sealed with premium caulk
- Base white gelcoat will be used unless otherwise specified

Fiberglass Repairs:

- Repair all minor fiberglass repairs in ride path (i.e. a chip or gouge with a sharp edge)*
- All repairs will be done with vinyl-ester resin
- Recaulk seams as needed (recaulking is not a guarantee to stop leaking seams) **
- Seams will be sealed with premium caulk

Chemical Wash: Slide Ride Path

- Clean interior of slide ride path
 - Apply chemicals to slide ride path
 - Hand agitate, as needed
 - Final rinse
 - **Note: Foaming will occur because of the chemicals**
 - **Anti-Foam Products are needed to control foaming**
- Note: Safe Slide will purchase and ship the product, but it is The Wave's responsibility to administer it**



Description:

Golden Wave - Closed Flume to Runout Body Slide – Translucent Orange

Work Description:

Gel Coat – Start Tub & Runout:

- Repair all minor fiberglass repairs in ride path* (minor repair does not require laminating)
- All repairs will be done with vinyl-ester resin
- Prepare start tub and runout for Gel Coat
- Add textured surface to start tub if needed
- Refinish start tub and runout of slide with Gel Coat
- Gel Coat will be applied to a thickness of 20 - 24 mils.
- Premium Gel Coat will be used
- Recaulk all seams (recaulking is not a guarantee to stop leaking seams) **
- Seams will be sealed with premium caulk
- Base white gelcoat will be used unless otherwise specified

Fiberglass Repairs:

- Repair all minor fiberglass repairs in ride path (i.e. a chip or gouge with a sharp edge)*
- All repairs will be done with vinyl-ester resin
- Recaulk seams as needed (recaulking is not a guarantee to stop leaking seams) **
- Seams will be sealed with premium caulk

Chemical Wash: Slide Ride Path

- Clean interior of slide ride path
 - Apply chemicals to slide ride path
 - Hand agitate, as needed
 - Final rinse
 - **Note: Foaming will occur because of the chemicals**
 - **Anti-Foam Products are needed to control foaming**
- Note: Safe Slide will purchase and ship the product, but it is The Wave's responsibility to administer it**



Slide Description:

Riptide Rider - Flume to Runout Body Slide – Light Blue

Work Description:

Gel Coat – Runout:

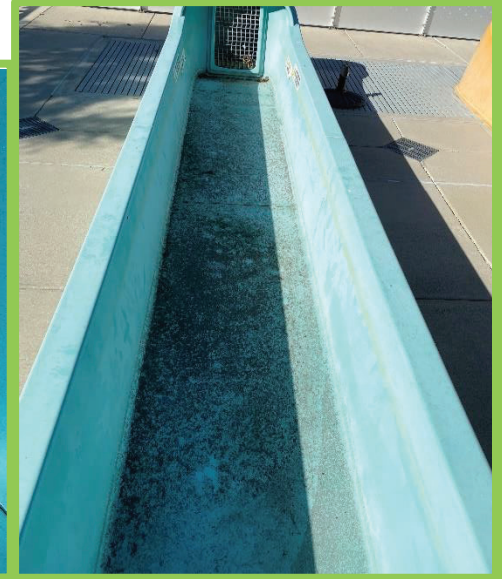
- Repair all minor fiberglass repairs in ride path* (minor repair does not require laminating)
- All repairs will be done with vinyl-ester resin
- Prepare runout for Gel Coat
- Refinish runout of slide with Gel Coat
- Gel Coat will be applied to a thickness of 20 - 24 mils.
- Premium Gel Coat will be used
- Recaulk all seams (recaulking is not a guarantee to stop leaking seams) **
- Seams will be sealed with premium caulk
- Base white gelcoat will be used unless otherwise specified

Fiberglass Repairs:

- Repair all minor fiberglass repairs in ride path (i.e. a chip or gouge with a sharp edge)*
- All repairs will be done with vinyl-ester resin
- Recaulk seams as needed (recaulking is not a guarantee to stop leaking seams) **
- Seams will be sealed with premium caulk

Polish - Interior: (excludes runout because it will have new gel coat)

- Clean start tub and all open flume sections
- Polish start tub and all open flume sections



Slide Description:

Dublin Screamer - Capsule Closed Flume to Runout Drop Slide – Turquoise Green

Work Description

Gel Coat – Runout:

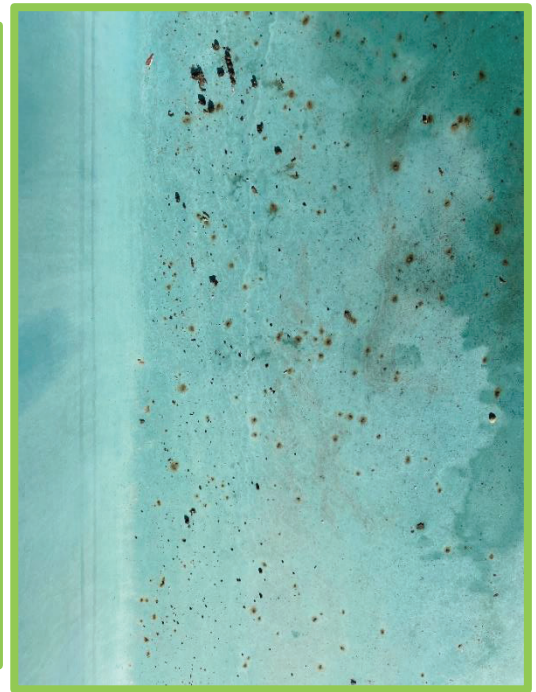
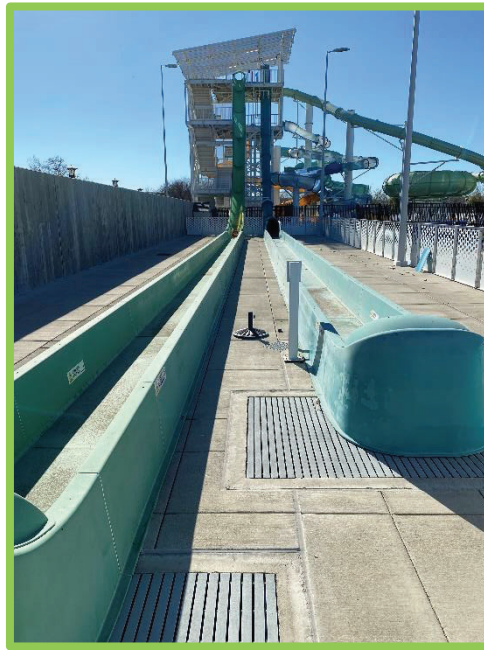
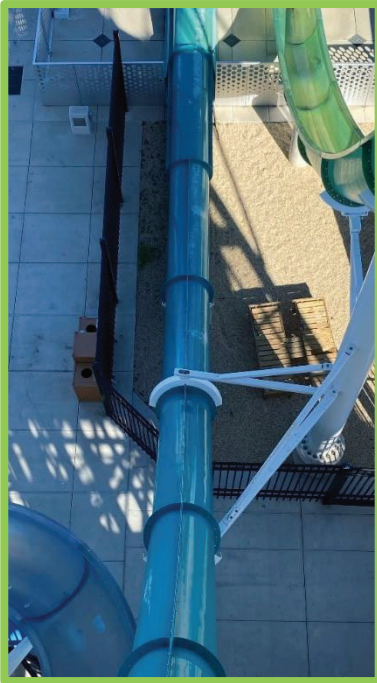
- Repair all minor fiberglass repairs in ride path* (minor repair does not require laminating)
- All repairs will be done with vinyl-ester resin
- Prepare runout for Gel Coat
- Refinish runout of slide with Gel Coat
- Gel Coat will be applied to a thickness of 20 - 24 mils.
- Premium Gel Coat will be used
- Recaulk all seams (recaulking is not a guarantee to stop leaking seams) **
- Seams will be sealed with premium caulk
- Base white gelcoat will be used unless otherwise specified

Fiberglass Repairs:

- Repair all minor fiberglass repairs in ride path (i.e. a chip or gouge with a sharp edge)*
- All repairs will be done with vinyl-ester resin
- Recaulk seams as needed (recaulking is not a guarantee to stop leaking seams) **
- Seams will be sealed with premium caulk

Chemical Wash: Closed Flume Slide Ride Path

- Clean interior of slide ride path
 - Apply chemicals to slide ride path
 - Hand agitate, as needed
 - Final rinse
 - **Note: Foaming will occur because of the chemicals**
 - **Anti-Foam Products are needed to control foaming**
- Note: Safe Slide will purchase and ship the product, but it is The Wave's responsibility to administer it**



Slide Description:

Emerald Plunge - Open Flume to Runout Drop Slide – Translucent Green

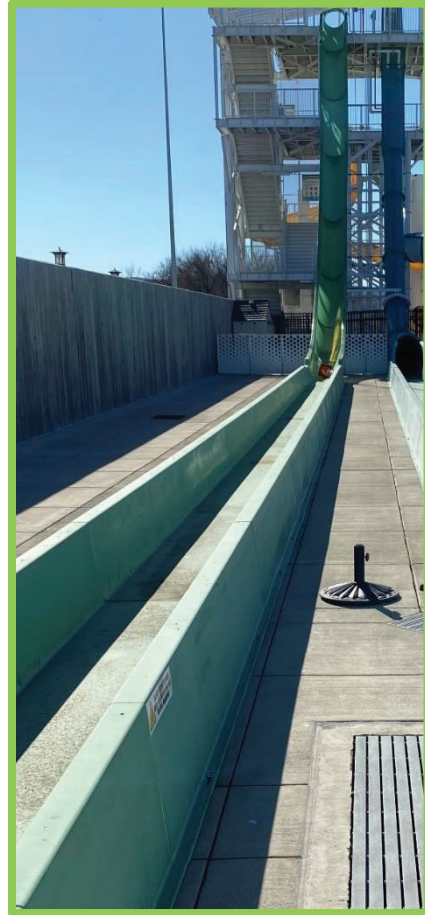
Work Description:

Gel Coat – Start Tub and Runout:

- Repair all minor fiberglass repairs in ride path* (minor repair does not require laminating)
- All repairs will be done with vinyl-ester resin
- Prepare runout for Gel Coat
- Refinish runout of slide with Gel Coat
- Gel Coat will be applied to a thickness of 20 - 24 mils.
- Premium Gel Coat will be used
- Recaulk all seams (recaulking is not a guarantee to stop leaking seams) **
- Seams will be sealed with premium caulk
- Base white gelcoat will be used unless otherwise specified

Fiberglass Repairs:

- Repair all minor fiberglass repairs in ride path (i.e. a chip or gouge with a sharp edge)*
- All repairs will be done with vinyl-ester resin
- Recaulk seams as needed (recaulking is not a guarantee to stop leaking seams) **
- Seams will be sealed with premium caulk



Slide Description:

Shamrock Swirl - Closed Flume to Bowl Slide – Mint Green

Work Description:

Fiberglass Repairs:

- Repair all minor fiberglass repairs in ride path (i.e. a chip or gouge with a sharp edge)*
- All repairs will be done with vinyl-ester resin
- Recaulk seams as needed (recaulking is not a guarantee to stop leaking seams) **
- Seams will be sealed with premium caulk

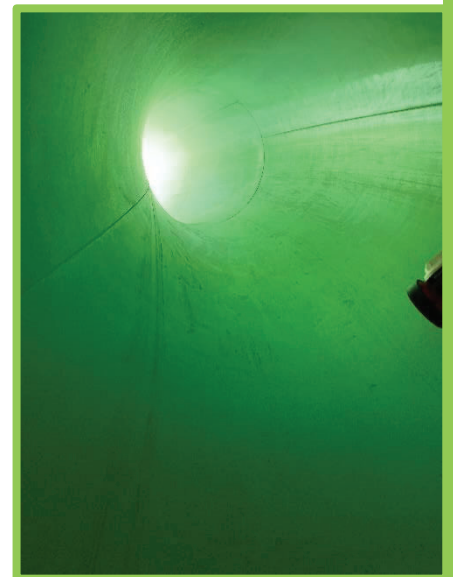
Laminate Start Tub and Bowl: 16 deflecting panels in bowl

- All repairs will be done with vinyl-ester resin
- Permanently seal and fiberglass over start tub and Bowl
- Prep and laminate start tub and bowl with vinyl-ester resin and 1708 biaxle cloth
- Add textured surface to start tub if needed
- Fair Seam with compatible vinyl-ester fairing compound
- Apply Premium Coating over start tub

Chemical Wash: Slide Ride Path

- Clean interior of closed flume slide ride path
- Apply chemicals to closed flume slide ride path
- Hand agitate, as needed
- Final rinse
- **Note: Foaming will occur because of the chemicals**
- **Anti-Foam Products are needed to control foaming**

Note: Safe Slide will purchase and ship the product, but it is The Wave's responsibility to administer it



Slide Description:

Splash Zone - Closed Flume to Runout Kidde Slide – Red

Splash Zone – 2 Lane Kiddie Racer - Blue

Work Description:

Fiberglass Repairs:

- Repair all minor fiberglass repairs in ride path (i.e. a chip or gouge with a sharp edge)*
- All repairs will be done with vinyl-ester resin
- Recaulk seams as needed (recaulking is not a guarantee to stop leaking seams) **
- Seams will be sealed with premium caulk
- Anchor down both slides (10-12 anchors on blue and 4 on red)

Polish and Wax - Interior:

- Clean start tub, ride path of closed flume, and all open flume sections
- Polish start tub, ride path of closed flume, and all open flume sections
- Wax start tub, ride path of closed flume, and all open flume sections





Safe Slide

NACOM

Our Employees Endure Five Industry Certificates in Safety Systems, Coatings Preparation, Application Qualifications, and Project Management Qualifications.



Terms & Conditions

*Fiberglass repair is defined as any damage that is an obvious threat to the guests, (i.e. a chip or gouge with a sharp edge). This is not to be confused with cosmetic repair, (i.e. a spider crack with no flaking or raised edge). This does not include any major repairs that require fiberglass cloth and resin lamination.

** Because of the restrictions of our caulk being able to adhere to joints without the proper amount of surface area, we require that the seams are 3/16" wide to caulk them (If seams are too tight, the caulk will not adhere properly).

Customer Expectations

Safe Slide Restoration reserves the right to have adequate access to the project area in order to complete the project as efficiently as Safe Slide Restoration deems necessary. This may require, but is not limited to: working 12 hours per day and seven days per week. The facility is responsible for providing access to an adequate water source (5 gallons per minute), electrical power (multiple circuits will be needed), and restroom facilities for the duration of the job. In the event

V.111021

that the project involves any chip repairs or gel coat application, Safe Slide's technicians are capable of in-field color matching the existing Gel Coat. (This is not to be confused with the manufacturer's exact color matching). Our customers have the right to request a draw down, but requests must be made 45 days before the Safe Slide crew arrives on-site. Recaulking seams does not apply if the seam has been previously permanently fiberglassed. We strive towards the very best finish that can be achieved; however, some pinholes may be present. This Agreement shall be construed and governed by the laws of the State of Missouri. The parties agree that in the event any action is brought to enforce any terms of this Agreement or for damages for breach of the Agreement, the venue for such cause of action shall be Madison County, Missouri Circuit Court.

Customer Responsibilities

In the event that leaking seams are being addressed by Safe Slide Restoration, the customer is responsible for identifying and labeling seams on the interior and exterior of the slide (we recommend using a permanent marker in the ride path to label seams). The customer is responsible for identifying areas where lift is unable to operate. If a lift is required, Safe Slide is not responsible for any broken concrete, landscaping, etc. Safe Slide may require the removal of fencing to allow lift access to the water slide area if there isn't access through a gate opening. The customer is responsible for providing waste removal. The customer is required to provide access to restrooms to the Safe Slide crew for the duration of the project. A walk through of finished work and subsequent sign-off is required before Safe Slide's crew leaves the job site. Missing the post project walk through is equivalent to an approved sign off by the customer. Safe Slide Restoration will not be responsible for unscheduled return work in the case that the customer misses scheduled post project walk-through and subsequent sign-off. We recommend 20 test rides on your slide(s), with different body sizes and builds, if possible, before the season begins. We highly recommend daily dry inspections and a single test ride before daily operation.

Possible Additional Charges

If there are any previous interior or exterior coatings not specified in the above work scope, there will be an additional charge for interior or exterior failed coatings. The pricing above does not include the cost of state taxes, licenses, or permits if required. Slides may require a second coat of paint to achieve the desired finish. In the event that a second coat of paint is required, there will be an additional charge of 50% of the original paint price. A 2-3-point Tie-off system on top portion of closed flume slide may be needed if a lift is inaccessible. A cost of \$90 per panel will be assessed and tie offs will stay in place for customer use. An additional daily fee may be assessed if the project site is compromised due to negligence of customer or persons under the customer's control of said project site. If the customer does not show up and needs to postpone the post job walk through, there will be an additional charge for the delay. This will be determined by how long Safe Slide must stay on site in order to get the walk-through and sign-off which is required before our staff leaves the site. **The cost of a lift and/or scaffolding is not included in the above pricing.** If a lift and/or scaffolding is required, it will be the responsibility of the park to provide. **Due to the effects of the Covid pandemic on material cost, all prices will be subject to change if the material cost changes are substantial. We will continue our commitment to use quality products. Our team is working diligently to secure fair pricing in an evolving market. We also promise to maintain but not increase our profit margin. For further clarification, we will make our past and present pricing public when requested. Thank you in advance for your understanding.**

Warranty Information

5 – year paint Workmanship warranty:

Our 5 – year workmanship warranty covers any delamination that occurs of the coating applied. This warranty **does not** cover fading, claims from extreme acts of nature, improper washing procedures, vandalism, improper maintenance with application of aggressive chemicals. This warranty may become void if peeling occurs due to poor adhesion from the previous original or recoated substrate occurs.

5 – year structural repair workmanship warranty:

Our 5-year workmanship warranty covers delamination of fiberglass from original substrate. This warranty **does not** cover claims from extreme acts of nature, vandalism, or repair that overlaps a repair completed by a previous contractor.

5 – year gel coat workmanship warranty:

Our 5 - year workmanship warranty is only valid if the facility chooses to participate in a yearly maintenance program with Safe Slide Restoration. If not, a standard 2 – year workmanship warranty will apply. Gel coat V.111021

warranty covers delamination of applied gel coat only. This warranty **does not** cover damage from osmosis blistering, damage or deterioration of cosmetic surface finishes, including corrosion, cracking, crazing, discoloration, fading, oxidation of gel coat, or wet coring/substrates. This warranty does not cover substrates previously coated after the manufacturer's original coating, unless post-manufacturer coating is completely removed by Safe Slide prior to the application of the new coating. This warranty also does not cover any repairs that have been completed by a previous contractor.

Safe Slide Restoration does not offer any warranty for caulking of seams.

Confidentiality Agreement

The information in this document is confidential to the person to whom it is addressed and should not be disclosed to any other person. It may not be reproduced in whole, or in part, nor may any of the information contained therein be disclosed without the prior written consent of the directors of Safe Slide Restoration.

EXHIBIT B

COMPENSATION SCHEDULE & REIMBURSABLE EXPENSES

Project Amount	\$185,970.00
Contingency Amount	\$18,597.00
Second Coat of Paint	50% of the original paint price
Tie Off System	\$90/Panel



STAFF REPORT

CITY COUNCIL

DATE: March 15, 2022

TO: Honorable Mayor and City Councilmembers

FROM: Linda Smith, City Manager

SUBJECT: Parks and Recreation Master Plan Update - Public Hearing Continuation
Prepared by: Judy Miller, Management Analyst II

EXECUTIVE SUMMARY:

The City Council is being asked to continue the Public Hearing for the Parks and Recreation Master Plan to a future date uncertain.

STAFF RECOMMENDATION:

Continue the Public Hearing for the Parks and Recreation Master Plan to a future date uncertain.

FINANCIAL IMPACT:

None.

DESCRIPTION:

The City Council is being asked to continue the Public Hearing for the Parks and Recreation Master Plan to a future date uncertain.

STRATEGIC PLAN INITIATIVE:

None.

NOTICING REQUIREMENTS/PUBLIC OUTREACH:

The City Council Agenda was posted.

ATTACHMENTS:

None.



STAFF REPORT

CITY COUNCIL

DATE: March 15, 2022

TO: Honorable Mayor and City Councilmembers

FROM: Linda Smith, City Manager

SUBJECT: Senate Bill 9 Amendments to Dublin Municipal Code Titles 8 (Zoning) and 9 (Subdivisions) (PLPA-2021-00050)
Prepared by: Mayank Patel, Associate Planner

EXECUTIVE SUMMARY:

The City Council will consider amendments to Dublin Municipal Code Titles 8 (Zoning) and 9 (Subdivisions) to implement Senate Bill 9 (SB 9), the California Housing Opportunity and More Efficiency (HOME) Act, which allows homeowners to split their single-family lot and/or build additional units. The proposed amendments would regulate the number and type of residential units, establish affordability requirements, and establish objective design and development standards for projects allowed by SB 9. The City Council will also consider amending the City’s Master Fee Schedule pertaining to Zoning Clearances for SB 9 Unit Developments. Staff recommends finding the amendments to the DMC statutorily exempt from the California Environmental Quality Act.

STAFF RECOMMENDATION:

Conduct the public hearing, deliberate, and take the following actions: 1) waive the reading and **INTRODUCE** the **Ordinance** Approving Amendments to Dublin Municipal Code Title 8 (Zoning) and 9 (Subdivisions) to Implement Senate Bill 9 Effective Citywide; and 2) adopt the **Resolution** Amending the Master Fee Schedule by Establishing One New Application Fee, Based on Time and Materials, for Zoning Clearances for SB 9 Unit Developments.

FINANCIAL IMPACT:

The City Council will consider amending the Master Fee Schedule pertaining to Zoning Clearances for SB 9 Unit Developments. The new application fee is proposed to be based on time and materials to ensure the City recovers the actual costs associated with processing applications for SB 9 Unit Developments.

DESCRIPTION:

Background

On September 16, 2021, Governor Newsom signed into law Senate Bill (SB) 9, titled the California Housing Opportunity and More Efficiency (HOME) Act, which went into effect on January 1, 2022. The bill has two major components: 1) the right to develop more than one home on a single-family residential lot; and 2) the right to subdivide a single-family residential lot. Units created by exercising the rights provided under SB 9 are referred to here as “SB 9 Units.” The term “Urban Lot Split” is used to describe a subdivision of an existing single-family residential parcel into two lots under SB 9. If certain criteria are met, SB 9 requires local jurisdictions to ministerially approve SB 9 Unit Developments and Urban Lot Splits. Table 1 summarizes the criteria set forth in SB 9.

Table 1. Qualifying Criteria for SB 9 Projects.

Requirement	SB 9 Unit Developments	Urban Lot Split
1. Project site is in a single-family residential zoning district.	X	X
2. Project site is not in a “sensitive” area as identified under Government Code Section 65913.4 .	X	X
3. Project does not result in the demolition of below market rate/deed-restricted affordable housing or rent-controlled units.	X	X
4. Property has not occupied by tenants in the past three years.	X	X
5. Property has not been withdrawn from the rental market under the Ellis Act for the past 15 years.	X	X
6. Property is not located in a historic district or included on the State Historic Resources Inventory, or within a site that is designated or listed as a city or county landmark or historic property or district pursuant to a city or county ordinance.	X	X
7. Units constructed via SB 9 must be used for residential purposes and cannot be used for short-term rentals of less than 30 days.	X	X
8. Project creates two new parcels of approximately equal lot area—each at least 40 percent of the lot area of the original parcel.		X
9. Each new lot is at least 1,200 square feet.		X
10. The parcel was not created through prior exercise of an Urban Lot Split under SB 9.		X

Requirement	SB 9 Unit Developments	Urban Lot Split
11. Neither the owner of the parcel being subdivided nor any person acting in concert with the owner has previously subdivided an adjacent parcel using an Urban Lot Split under SB 9.		X
12. The applicant must indicate, by affidavit, their intention to reside in one of the units built on either parcel for at least three years.		X

SB 9 was adopted to minimize the restrictions and limitations of traditional single-family zoning by allowing additional housing units on single-family lots and/or allowing for single-family lots to be split into two parcels with additional residential units constructed on each lot. This law allows by right, two residential units per lot of at least 800 square feet that could be conveyed (sold separately) and additional ADUs as further discussed below. Under SB 9, new units and subdivisions need not comply with the City’s development standards for the Single-Family Residential (R-1) zoning district and similar Planned Development Zoning Districts. The new law effectively limits the City’s ability to regulate these developments and prohibits a discretionary review process for qualified projects. However, the City does have the ability to apply certain objective standards to development and subdivisions allowed by SB 9.

Staff proposes to create objective standards to regulate SB 9 Units and Urban Lot Splits with a focus on the following areas: 1) the number of allowed units; 2) affordability requirements; 3) occupancy requirements; and 4) design and development standards. Staff proposes to create a new chapter (Chapter 8.81) in the Zoning Ordinance to regulate SB 9 Unit Developments and a new chapter (Chapter 9.54) in the Subdivisions Ordinance to regulate Urban Lot Splits. Additional amendments to the Zoning and Subdivision ordinances are proposed to ensure internal consistency. The draft Ordinance is included as Attachment 1. Refer to Attachment 2 for a redline version of the proposed ordinance text changes where the added text is underlined and any text to be removed is marked with a ~~strikethrough~~.

Analysis

Staff prepared amendments to the Dublin Municipal Code (DMC) to implement SB 9 and to reduce the impact to existing single-family residential neighborhoods within the confines allowed by State law. The proposed Chapter 8.81 would implement SB 9 and provide the City’s objective standards to regulate housing developments allowed by the bill. The use and development of lots within the R-1 Zoning District would continue to be regulated by the provisions of the Zoning Ordinance except as modified by SB 9 and Zoning Ordinance Chapter 8.81. Chapter 9.54 would implement SB 9 and provide the City’s objective standards to regulate Urban Lot Splits. The following provides a summary of the key provisions of the proposed DMC Amendments.

Number of Units. Currently, the DMC allows up to three units on a single-family residential lot: A Primary Dwelling Unit (PDU), an Accessory Dwelling Unit (ADU), and a Junior Accessory Dwelling Unit (JADU). SB 9 would allow up to four units on an existing lot, including an additional housing

unit (“SB 9 Unit”), an ADU, and a JADU. However, SB 9 allows the City to restrict the total number of units per lot with an Urban Lot Split. The proposed Chapter 8.81 seeks to limit the number of units per lot to the extent allowed by State law. Table 2 reflects the maximum number of units allowed per lot by Chapter 8.81. ADUs and JADUs would continue to be regulated by Chapter 8.80 (Accessory Dwelling Unit Regulations), except as modified by SB 9 and Chapter 8.81.

Table 2. Maximum Number of Units Allowed on a Single-Family Lot: Pre- and Post-SB 9

Unit Type	Pre-SB 9: Number of Units Allowed Per Lot	Post-SB 9: Number of Units Allowed Per Lot			
		No Urban Lot Split		Urban Lot Split	
		Vacant Lot	Developed Lot	Vacant Lot	Developed Lot
<i>PDU</i>	1	-	1	-	1
<i>ADU</i>	1	1	1	0	1*
<i>JADU</i>	1	1	1	0	1*
<i>SB 9 Unit</i>	-	2	1	2	1*
Max.	3	4	4	2	2

* An Urban Lot Split parcel developed with a PDU would be limited to one additional unit, for a total of two units on the respective lot. The additional unit can be an SB 9 Unit, an ADU, or a JADU.

Affordability. While SB 9 is silent regarding affordability provisions for residential units, the proposed amendments to the Zoning Ordinance (Section 8.81.060) and the Subdivision Ordinance (Section 9.54.070) require at least one unit created under SB 9 to be deed restricted as affordable to moderate income households. The affordable unit cannot be an ADU or JADU. The affordable unit would be subject to the applicable provisions of the City’s Inclusionary Zoning Regulations (Chapter 8.68).

Intent to Occupy. The proposed amendments require an applicant for an SB 9 Unit Development or an Urban Lot Split to sign an affidavit, indicating intent to occupy either the PDU or SB 9 Unit as their principal residence for a minimum of three years from the issuance of an SB 9 unit’s Certificate of Occupancy, or in the case of an Urban Lot Split, from the date of approval of the subdivision.

Design and Development Standards. The proposed design and development standards for an SB 9 Unit under Section 8.81.070 are intended to safeguard the characteristics of existing single-family neighborhoods in Dublin. For example, to help address potential concerns about aesthetics, the proposed standards regulate street-facing elevations, building color and materials, as well as roof roofs. Additionally, standards pertaining to second-story massing and height limits are proposed to help maintain privacy and access to light and air. Required parking is limited to a maximum of one space per unit, and no required parking if located near transit, as required by SB 9. Similarly, the proposed subdivisions standards for an Urban Lot Split under Section 9.54.060 are intended to

limit changes to the fabric of existing neighborhoods by limiting the creation of irregularly configured lots and requiring lots to have frontage to the public right-of-way.

Permitting. In accordance with State law, decisions on development and subdivisions under SB 9 are not subject to a public hearing nor can they be appealed if the application is found to comply with the requirements of SB 9 and the DMC. Thus, development under SB 9 would be subject to review and ministerial approval of a Zoning Clearance by the Community Development Director (Sections 8.81.080 and 8.81.090). Similarly, Urban Lot Splits would be subject to review and ministerial approval of a Parcel Map by the City Engineer (Section 9.54.080).

Senate Bill 9 is complicated legislation and still being interpreted throughout the State. Future amendments and interpretations of the law are likely which could result in the need to modify Chapters 8.81 and 9.54. Additional amendments to these chapters may also be necessary as Staff implements SB 9 and these Ordinances.

Master Fee Schedule Amendment

The California Constitution authorizes local governments to recover the reasonable costs of providing services. SB 9 Unit Developments would be subject to a Zoning Clearance to review the proposal for consistency with the proposed new Chapter 8.81 and all other applicable objective standards within the Zoning Ordinance. The actual cost for Staff to review a “Zoning Clearance for SB 9 Unit Development” application would vary significantly depending on the scope of work. Therefore, Staff recommends establishing an application fee based on actual time and materials to recover the City’s full costs.

A draft Resolution amending the Master Fee Schedule to establish an application fee for a Zoning Clearance for SB 9 Unit Development is included as Attachment 3.

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

The proposed amendments are consistent with the Dublin General Plan and all applicable specific plans in that the amendments are necessary to comply with State law and are consistent with applicable land use regulations and development policies. Amendments to the Zoning Ordinance are proposed to ensure consistency with State law and implementation of SB 9.

ENVIRONMENTAL DETERMINATION:

The California Environmental Quality Act (CEQA), together with the State CEQA Guidelines and City of Dublin CEQA Guidelines and Procedures, require that certain projects be reviewed for environmental impacts and when applicable, environmental documents be prepared. To facilitate local jurisdictions in implementing SB 9, the legislature included an exemption from CEQA for any local ordinance that is adopted to implement the new law. Staff is recommending that the project be found statutorily exempt from the requirements of CEQA pursuant to Division 13 (commencing with §21000) of the Public Resources Code.

PLANNING COMMISSION REVIEW:

On February 22, 2022, the Planning Commission held a public hearing to consider the proposed amendments to Dublin Municipal Code Titles 8 (Zoning) and 9 (Subdivisions) and unanimously adopted Resolution No. 22-03 (Attachment 4), recommending City Council approval.

STRATEGIC PLAN INITIATIVE:

Strategy 3: Create More Affordable Housing Opportunities.

NOTICING REQUIREMENTS/PUBLIC OUTREACH:

In accordance with State law, a public notice was published in the *East Bay Times* on March 5, 2022, and March 10, 2022, and posted at several locations throughout the City. Additionally, the City Council Agenda and the Staff Report for this public hearing was also made available on the City's website.

ATTACHMENTS:

- 1) Ordinance Approving Amendments to Dublin Municipal Code Titles 8 (Zoning) and 9 (Subdivisions) to Implement Senate Bill 9 Effective Citywide
- 2) Redlines of Proposed Dublin Municipal Code Amendments
- 3) Resolution Amending the Master Fee Schedule by Establishing One New Application Fee, Based on Time and Materials, for Zoning Clearances for SB 9 Unit Developments
- 4) Planning Commission Resolution No. 22-03

ORDINANCE NO. XX-22

**AN ORDINANCE OF THE CITY COUNCIL
OF THE CITY OF DUBLIN**

**APPROVING AMENDMENTS TO DUBLIN MUNICIPAL CODE TITLES 8 (ZONING)
AND 9 (SUBDIVISIONS) TO IMPLEMENT SENATE BILL 9 EFFECTIVE CITYWIDE
PLPA-2021-00050**

WHEREAS, the City occasionally initiates amendments to the Zoning Ordinance to clarify, add, or amend certain provisions to ensure that the Zoning Ordinance remains current with federal and state law, internally consistent, simple to understand and implement, and relevant to changes occurring in the community; and

WHEREAS, on September 16, 2021, Governor Newsom signed into law Senate Bill (SB) 9, which among other things, added Government Code Sections 65852.21 and 66411.7 and amended Government Code Section 66452.6, allowing additional housing units on properties within single-family residential zoning districts; and

WHEREAS, SB 9 went into effect January 1, 2022, and preempts any conflicting City ordinance; and

WHEREAS, SB 9 allows a local jurisdiction to adopt an ordinance that provides ministerial approval of: 1) no more than two housing units on a lot within a single-family residential zoning district; and 2) urban lot splits; and

WHEREAS, SB 9 allows a local jurisdiction to adopt objective design, development, and subdivision standards for up to two housing units and urban lot splits; and

WHEREAS, the proposed amendments to the Dublin Municipal Code implement the requirements of SB 9 and add local regulations that are within the scope of the State law; and

WHEREAS, the Planning Commission held a duly noticed public hearing on February 22, 2022, during which all interested persons were heard, and adopted Resolution No. 22-03 recommending City Council adoption of the proposed Amendments to Dublin Municipal Code Titles 8 and 9; and

WHEREAS, a Staff Report was submitted to the Dublin City Council recommending approval of the proposed Amendments to Dublin Municipal Code Titles 8 and 9; and

WHEREAS, the City Council held a public hearing on the proposed Zoning Ordinance Amendments on March 15, 2022, at which time all interested parties had the opportunity to be heard; and

WHEREAS, proper notice of said hearing was given in all respects as required by law; and

WHEREAS, the City Council did hear and consider all said reports, recommendations and testimony herein above set forth and used its independent judgment to evaluate the project.

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

Section 1. Consistency with Local Plans. Pursuant to Section 8.120.050.B of the Dublin Municipal Code, the City Council hereby finds that the Zoning Ordinance Amendments are consistent with the General Plan and all applicable Specific Plans in that the amendments are necessary to comply with State law and are consistent with applicable land use regulations and development policies. Specifically, amendments to the Zoning Ordinance are proposed to ensure consistency with State law and implementation of SB 9.

Section 2. CEQA. The California Environmental Quality Act (CEQA), together with State Guidelines and City of Dublin CEQA Guidelines and Procedures, require that certain projects be reviewed for environmental impacts and that environmental documents be prepared. The City Council hereby finds that the proposed amendments are statutorily exempt from the requirements of CEQA pursuant to Division 13 (commencing with §21000) of the Public Resources Code.

Section 3. Amendments. Thirty days following the adoption of the Ordinance, the Dublin Municipal Code is amended as follows:

Section 8.08.020 (Definitions (A-Z)) of Title 8 of the Dublin Municipal Code is amended to add the following definitions in alphabetical order:

SB 9 Unit. The term SB 9 Unit shall mean a dwelling unit that is developed using the provisions in Chapter 8.81, and the provisions identified in California Government Code Sections 65852.21 or 66411.7.

SB 9 Unit Development. The term SB 9 Unit Development shall mean a housing development as defined in California Government Code Section 65852.21.

Section 8.12.050 (Permitted and Conditionally Permitted Land Uses) of Title 8 of the Dublin Municipal Code is amended to add the following row to the existing Residential Use Type table:

RESIDENTIAL USE TYPE	A	R-1	R-2	R-M	C-O	C-N	C-1	C-2	M-P	M-1	M-2
SB 9 Unit Developments	-	ZC	-	-	-	-	-	-	-	-	-

Section 8.20.030 (Permitted and Conditionally Permitted Land Uses, Regulations, and Performance Standards) of Title 8 of the Dublin Municipal Code is amended to add the following subsection:

K. SB 9 Unit Developments. For SB 9 Unit Developments, see Chapter 8.81.

The remainder of Section 8.20.030 to be re-lettered accordingly.

Subsection A of Section 8.36.020 (Agricultural and Residential Development Regulations) of Title 8 of the Dublin Municipal Code is amended to revise the tables as follows and to add additional footnotes:

STANDARD	A	R-1	R-2	R-M
LOT AREA				
Interior lot	100 acres	4,000 sq. ft. (5)	8,000 sq. ft.	5,000 sq. ft.
Corner lot	100 acres	5,000 sq. ft. (5)	9,000 sq. ft.	6,000 sq. ft.
LOT SQUARE FOOTAGE PER DU	NA	4,000 sq. ft. and larger as consistent with General Plan (5)	4,000 sq. ft. and larger as consistent with General Plan	750 sq. ft. and larger as consistent with General Plan
LOT WIDTH & FRONTAGE				
Interior lot	300 feet	50 feet (5)	80 feet	50 feet
Corner lot	300 feet	60 feet (5)	90 feet	60 feet
LOT DEPTH	NA	100 feet (5)	100 feet	100 feet
RESIDENTIAL USE (maximum per lot)	1 du (4)	1 du (4)(5)	2 du (4)	1 du per full 750 sq. ft. (and larger as consistent with General Plan) (4)
SETBACKS				
Front	50 feet	20 ft. avg. 18 ft minimum to garage (1)	20 ft. avg. 18 ft. minimum	20 ft.
Side	30 feet	(2)(5)	10 feet	10 feet (3)
Street Side	50 feet	10 feet	10 feet	10 feet
Rear	50 feet	20 feet (5)	20 feet	30 feet

(1) Living spaces may encroach to 15 ft. from Front Lot Line with Site Development Review on lots up to 6,000 square feet in size.

- (2) Side Yard setbacks in the R-1 zoning district shall be a minimum of 5 feet plus one foot for each full 10 feet by which lot width exceeds minimum lot width up to a maximum of 10 feet.
- (3) Buildings with 4 or more residences in the R-M zoning district shall have a 15 foot Side Yard on one side.
- (4) See Chapter 8.80, Accessory Dwelling Unit Regulations, regarding the allowable number of ADUs.
- (5) See Chapter 8.81, SB 9 Unit Developments, regarding the standards for qualified SB 9 Unit Developments.

STANDARD	A	R-1	R-2	R-M
DISTANCE BETWEEN RESIDENCES	100 feet	10 feet (4)	20 feet	20 feet
MAXIMUM LOT COVERAGE	NA	40% 1 story, 35% 2 stories (4)	40% 1 story, 35% 2 stories	40% 1 story, 35% 2 stories
COMMON USEABLE OUTDOOR SPACE	NA	NA	NA	30% of net site area
ACCESSORY STORAGE - MULTIFAMILY (1)	NA	NA	200 cubic feet minimum per unit	200 cubic feet minimum per unit
HEIGHT LIMITS	(2)	(2)	(2)	(3)

- (1) Multifamily accessory storage shall be provided for each unit in a multifamily project that has a private, enclosed garage attached or assigned to the unit. In addition to the R-2 and R-M Zoning Districts, multifamily accessory storage shall also be provided in comparable PD (Planned Development) Zoning Districts and the Downtown Dublin Zoning District. See also Chapter 8.08 (Definitions).
- (2) West of Dougherty Road 25 feet and 2 stories; may be increased to 35 feet and 2 stories pursuant to a Site Development Review approval by the Zoning Administrator. East of Dougherty Road; 35 feet and 2 stories.
- (3) 35 feet if 4 or fewer du.; 45 feet if 5 or more du.; 75 feet if 5 or more du. and lot coverage does not exceed 35%.
- (4) See Chapter 8.81, SB 9 Unit Developments, regarding the standards for qualified SB 9 Unit Developments.

Subsection B (Residential Use Types) of Section 8.76.080 (Parking Requirements by Use Type) of Title 8 of the Dublin Municipal Code is amended to add the following use type and number of parking spaces required to the existing table as follows, with residential use types listed alphabetically:

RESIDENTIAL USE TYPES	NUMBER OF PARKING SPACES REQUIRED
SB 9 Unit Developments	See Section 8.81.080 relating to SB 9 Unit parking.

Title 8 of the Dublin Municipal Code is amended to add Chapter 8.81 (SB 9 Unit Developments) as follows:

8.81.010 Purpose.

The purpose of this Chapter is to implement Government Code Section 65852.21 by:

- A. Establishing objective standards for qualified SB 9 Unit Developments;
- B. Regulating the development of new residential housing units in a manner that is compatible with existing single-family residential uses; and
- C. Ensuring sound standards of public health and safety.

8.81.020 Definitions.

For the purposes of this Chapter, the following definitions apply:

- A. **Primary Dwelling Unit.** The term Primary Dwelling Unit shall mean an existing single-family residence on a parcel constructed prior to the approval of an SB 9 Unit.
- B. **Sufficient for Separate Conveyance.** The term Sufficient for Separate Conveyance shall mean that an SB 9 Unit Development is constructed in a manner adequate to allow for the transfer of title, ownership, rights, and interests in the property, from one entity to another.

8.81.030 Applicability.

The provisions of this Chapter are applicable to SB 9 Unit Developments on lots within the R-1 (Single-Family Residential) zoning district or any Planned Development District where Single-Family Residential uses are allowed. This Chapter shall not apply in the following situations:

- A. Projects located on lots that are included on the State Historic Resources Inventory, as defined in Public Resources Code Section 5020.1, or within a site that is designated or listed as a city or county landmark or historic property or district pursuant to a city or county ordinance.
- B. Projects located on any site described in Government Code Section 65913.4(a)(6)(B)-(K), as may be amended.
- C. Projects involving the demolition or alteration of any of the following:
 - 1. Housing that is subject to a recorded covenant, ordinance, or law that restricts rents to levels affordable to persons and families of moderate, low, or very low income.

2. Housing that is subject to any form of rent or price control through a public entity's valid exercise of its police power.
 3. Housing that has been occupied by a rental tenant at any time within the last three years.
- D. Projects located on lots which an owner of residential real property has exercised the owner's rights under Chapter 12.75 (commencing with Section 7060) of Division 7 of Title 1 of the California Government Code to withdraw accommodations from rent or lease within the last 15 years.
- E. Projects involving the demolition of more than 25 percent of the existing exterior structural walls, unless the site has not been occupied by a rental tenant within any time in the last three years.

8.81.040 Maximum Number of Units.

A. Urban Lot Split. For SB 9 Units on parcels where an Urban Lot Split is proposed or approved, under the provisions specified in Chapter 9.54 and Government Code Section 66411.17, the following shall apply:

1. **Vacant Lot.** A maximum of two SB 9 Units on a vacant lot created by an Urban Lot Split. No Accessory Dwelling Unit or Junior Accessory Dwelling Unit shall be permitted.
2. **Developed Lot.** If there is an existing Primary Dwelling Unit on a lot created by an Urban Lot Split, a maximum of one of the following units may be added to that lot: an SB 9 Unit, an Accessory Dwelling Unit, or a Junior Accessory Dwelling Unit. An Accessory Dwelling Unit or Junior Accessory Dwelling Unit shall be permitted in accordance with Chapter 8.80, except that no Accessory Dwelling Unit or Junior Accessory Dwelling Unit shall be permitted with the development of a SB 9 Unit on the same lot. No more than two units of any kind may be constructed or maintained on a lot created by an Urban Lot Split. If there are two existing units of any kind on a lot created by an Urban Lot Split, no additional units of any kind shall be permitted on that lot.

B. All Other Lots. For parcels where an Urban Lot Split is not proposed or approved, the following shall apply:

1. **Vacant Lot.** A maximum of two SB 9 Units are allowed per lot.
2. **Developed Lot.** If there is an existing Primary Dwelling Unit on a lot, a maximum of one SB 9 Unit is allowed per lot.
3. **Accessory Dwelling Units and Junior Accessory Dwelling Units.** Accessory Dwelling Units and Junior Accessory Dwelling Units shall be

permitted in accordance with Chapter 8.80, provided that there are no more than four units in total.

8.81.050 Intent to Occupy.

The applicant for a SB 9 Unit shall sign an affidavit, on a form approved by the City, stating that the applicant intends to occupy the Primary Dwelling Unit or an SB 9 Unit as their principal residence for a minimum of three years from the issuance of a Certificate of Occupancy for the SB 9 Unit.

8.81.060 Affordability Requirement.

A minimum of one unit in an SB 9 Unit Development shall be deed restricted as affordable to moderate income households based on the most recent Alameda County Area Median Income (AMI) levels. Any permitted Accessory Dwelling Units or Junior Accessory Dwelling Units shall not be used to satisfy this requirement. Affordable units created by this Chapter are subject to the following subsections of the Inclusionary Zoning Regulations (Chapter 8.68): Definitions (8.68.020), General Procedures for Implementing Inclusionary Zoning Requirements (8.68.050), and Enforcement (8.68.100). This requirement shall be considered satisfied if previously addressed through a related Urban Lot Split in accordance with affordability requirements of Dublin Municipal Code Chapter 9.54.

8.81.070 Standards.

A. General.

1. **By Right Provision.** The objective standards set forth in this section shall not physically preclude a maximum of two units, comprised of any combination of SB 9 Units and Primary Dwelling Unit, per parcel and shall not physically preclude each of those units from being at least 800 square feet in area. If the objective standards would physically preclude two 800 square foot units, the City will provide relief from one or more of the objective standards set forth in this section to accommodate two 800 square foot units. The City shall determine the extent of relief necessary.
2. **Zoning.** Except as modified by this Chapter, SB 9 Units shall comply with all objective standards of the Dublin Municipal Code including the requirements for the applicable zoning district where the property is located, provided that such regulations do not conflict with standards set forth by Government Code Sections 65852.21.

B. Balconies/Decks. Balconies and decks shall not be located on an elevation directly facing a side lot line. Allowed balconies shall be located a minimum of 10 feet the rear property lines. Rooftop terraces/rooftop decks are not permitted.

C. Building Facades and Materials.

1. **Street-Facing Elevations.**

- a. Shall provide volumetric elements with a minimum projection of two feet beyond the plane of the façade with use of window bays, building recesses, or porches with columns.
 - b. Shall be designed with a minimum four-foot landscaping zone adjacent to their foundation or porch face.
2. A minimum of three exterior building colors shall be used on the front facades.
 3. Attached units shall provide a minimum two-foot offset at the shared wall.
 4. Transitions for both material and color shall be located at interior corners
 5. Facades that use stucco as the primary material shall be combined with a secondary wall material.
 6. T-111 and similar plywood siding, corrugated and standing seam metal, vinyl and plastic siding, and foam and stucco trim façade materials shall be prohibited.
 7. Fire-resistant alternatives such as, fiber cement siding, is permitted as a substitution for traditional materials such as wood shake, horizontal siding, or board and batten paneling.

D. Building Height.

1. **Within Setbacks.** The maximum height of an SB 9 Unit, or any portion thereof, located within the setbacks established for the zoning district where the lot is located shall not exceed 16 feet.
2. **Outside of Setbacks.** The maximum height of an SB 9 Unit located outside of the setbacks established for the zoning district where the lot is located shall conform to the height requirements of the zoning district.

E. Building Separation.

1. **Single-Story Structures.** A minimum separation of 15 feet shall be provided between the upper story and a single-story structure on an adjacent property.
2. **Multi-Story Structures.** A minimum separation of 20 feet shall be provided between the upper story and a multi-story structure on an adjacent property.

F. Building Setbacks.

1. **Existing Structures.** No setback shall be required for an existing legal structure or a structure constructed in the same location and to the same dimensions as an existing legal structure.
2. **Front Yard.** The minimum front yard setback shall conform to the requirements of the zoning district where the lot is located.
3. **Street Side Yard.** The minimum street side yard setback shall be 10 feet.
4. **Interior Side and Rear Yard.** The minimum interior side and rear yard setback shall be four feet.

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

1. Tinted windows and colored glazing are prohibited.
2. Plastic glazing shall be prohibited for windows and skylights.
3. Functional and decorative shutters shall maintain the same dimensions as the associated glazing. Functional and decorative shutters shall be half the width of the associated window glazing (for paired shutters), or matching width for a single shutter.
4. Window materials, color, and style shall be consistent on all elevations.
5. Window trim, sills, and shutters shall be differentiated with accent materials or colors that vary from the adjacent building wall surfaces.
6. Windows shall be recessed at least two inches from surrounding exterior wall to the window glass surface or windows shall provide built-up sills and trim, at a minimum one-half inch thick, to create surface relief and texture.
7. Simulated mullions shall be allowed only when mullions are located on both the inside and outside faces of the glazing.

H. Floor Area. The floor area of the upper stories shall be limited to 40 percent of the floor area of the first floor.

I. Garages.

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

4. Garage doors located in masonry, wood clad, or similar siding, shall provide surrounding trim with a minimum width of three inches.

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

K. Lighting. The following information for proposed exterior lighting fixtures shall be provided:

1. Manufacturer cut sheets with Backlight/Uplight/Glare (B.U.G.) rating.
2. Lighting locations indicated on building and/or site plans.
3. Mounting heights.
4. Exterior light fixtures shall be shielded from view off the site.

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

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

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

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

O. Refuse Containers. Refuse containers or areas shall not be located within private driveways or be visible from the public right-of-way.

P. Rental Restrictions. Rental of any SB 9 Units or Primary Dwelling Unit shall not be less than for 30 consecutive days. Prior to the construction of an SB 9 Unit, a deed restriction, in a form approved by the City Attorney, shall be recorded setting forth setting for this limitation, and that the deed restriction may be enforced against future purchasers.

Q. Roof.

1. Roofs that result from alteration or addition to an existing main structure shall match the existing slope, form, and materials of the main structure.
2. Roof material and color shall be consistent throughout the entirety of the roof within each new or modified building. Except where its use is documented on existing adjacent structures, non-dimensional three-tab asphalt shingles, wood shake roofing, and corrugated metal, metal roll and standing seam, and plastic roofing materials shall be prohibited.
3. Fire-resistant alternatives such as, cement S-tile roofing, is permitted as a substitution for traditional materials such as clay tile.
4. New structures shall provide a roof that has a minimum slope of 3:12. A sloped roof shall be defined as a gable, hip, cross gable roof, or any combination thereof. Mansard roofs shall be prohibited.
5. A minimum of 25 percent of the roof area shall be articulated with any combination of hip, gable, or shed dormers.
6. Roofs shall have a minimum overhang of 12 inches.
7. The roof styles and materials of detached garages and carports shall match the materials and detailing of main and accessory structures.

R. Separate Connections.

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

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

T. Stairs. Notwithstanding provisions in Chapter 8.36, stairs leading to an upper story shall be fully enclosed within the interior of a unit. A staircase on the exterior of a unit shall not be permitted.

U. Street Frontage.

1. **Interior Lots.** The front-entry of at least one unit shall be oriented to the street.
2. **Corner Lots.** The front-entry of each unit shall be oriented to face a street, and the front-entry of each unit shall not face the same street.
3. **Connectivity.** Street-facing entries shall be clearly identifiable and connected to the street by a pedestrian path with a minimum width of five feet.
4. **Porch/Stoop.** Street-facing entries shall provide either a porch or stoop that is a minimum of seven feet wide and five feet deep. Unroofed porches or stoops, with three open sides and not greater than six feet above the ground level, may not project more than three feet in the front yard setback and may not project more than two feet into the side yard setback.

8.81.080 Permitting Procedure.

In addition to the standard submittal requirements for a Building Permit, a SB 9 Unit Development shall comply with this Chapter and shall be subject to a ministerial Zoning Clearance to be reviewed and approved by the Community Development Director, without public hearings or discretionary review, in accordance with Chapter 8.116.

8.81.090 Action.

- A. In any case, and notwithstanding the requirements of this Title, an application for an SB 9 Unit Development shall be ministerially reviewed and approved in accordance with this Chapter, and shall not be subject to any hearings or discretionary review.
- B. Notwithstanding subsection A above, an application for an SB 9 Unit Development may be denied if the Chief Building Official, upon making written findings to the Community Development Director based on the preponderance of the evidence, finds the project would have a specific, adverse impact, as defined and determined in paragraph (2) of subdivision (d) of Section 65589.5, upon public health and safety or the physical environment and for which there is no feasible method to satisfactorily mitigate or avoid the specific, adverse impact.

Section 8.104.020 (Exemptions from Site Development Review) of Title 8 of the Dublin Municipal Code is amended to add the following subsection:

- K. SB 9 Unit Developments.** Projects that are eligible for ministerial approval pursuant to the provisions of Chapter 8.81, SB 9 Unit Developments.

Section 8.116.020 (Applications Requiring a Zoning Clearance) of Title 8 of the Dublin Municipal Code is amended to add the following subsection:

- K. SB 9 Unit Developments.** Projects that are requesting approval of an SB 9 Unit Development that meet the standards specified in Chapter 8.81.

Section 8.116.030 (Application) of Title 8 of the Dublin Municipal Code is amended to add the following subsection:

- K. SB 9 Unit Developments.** If the Zoning Clearance is for an SB 9 Unit Development, the Applicant shall submit a “Zoning Clearance for SB 9 Unit Development” application form provided by the Community Development Department with such information requested on said form.

Section 8.116.040 (Approval) of Title 8 of the Dublin Municipal Code is amended to add the following subsection:

- K. SB 9 Unit Developments.** SB 9 Unit Developments shall be reviewed for consistency with Chapter 8.81, Government Code Sections 65852.21, and all other applicable objective standards in the Dublin Municipal Code. The Zoning Clearance approval for an SB 9 Unit Development shall be a completed “Zoning Clearance for SB 9 Unit Development” application form and any pertinent attachments as required on the form with the date and signature of the Community Development Director or his/her designee.

Section 8.116.050 (Expiration of Zoning Clearance) of Title 8 of the Dublin Municipal Code is amended to add the following subsection:

- K. SB 9 Unit Developments.** A Zoning Clearance issued in conjunction with a Building Permit for an SB 9 Unit Development shall expire when the Building Permit expires. If a Building Permit Application for an SB 9 Unit Development is not filed within a year of the Zoning Clearance approval, the Zoning Clearance shall become null and void.

Section 9.04.090 (Definitions) of Title 9 of the Dublin Municipal Code is amended to add the following definitions in alphabetical order:

“Flag Lot” means a lot as defined in Chapter 8.08.

“Primary Dwelling Unit” means a unit as defined in Chapter 8.81.

“SB 9 Unit” means a unit as defined in Chapter 8.81.

“Unit” means an Accessory Dwelling Unit, a Junior Accessory Dwelling unit, a Primary dwelling Unit, and an SB 9 Unit.

“Urban Lot Split” means a subdivision of an existing single-family residential zoned parcel into two parcels using the provisions in Chapter 9.54 and the provisions identified in California Government Code Section 66411.7.

Chapter 9.08 (Tentative Tract and Tentative Parcel Maps) of Title 9 of the Dublin Municipal Code is amended to add the following Section:

9.08.015 Exemptions.

A tentative map is not required for an Urban Lot Split proposed under the provisions of Government Code Section 66411.7.

Title 9 of the Dublin Municipal Code is amended to add Chapter 9.54 (Urban Lot Splits) as follows:

9.54.010 Authority and purpose.

The purpose of this chapter is to implement Government Code Section 66411.7 by:

- A. Establishing objective standards and regulations to govern the review and approval of Urban Lot Splits, which are qualified Senate Bill 9 properties in single-family residential zones;
- B. Establishing a ministerial process to approve an Urban Lot Split in accordance with Government Code Section 66411.7;
- C. Promoting the development of small ownership or rental housing units designed to meet the housing needs of individuals and families, particularly those of low and moderate incomes; and
- D. Ensuring sound standards of public health and safety.

9.54.020 Applicability.

The provisions of this Chapter shall apply within the R-1 (Single-Family Residential) zoning district or any Planned Development District where Single-Family Residential uses are allowed. This Chapter shall not apply in the following situations:

- A. Projects located on lots that are included on the State Historic Resources Inventory, as defined in Public Resources Code Section 5020.1, or within a site that is designated or listed as a city or county landmark or historic property or district pursuant to a city or county ordinance.
- B. Projects located on any site described in Government Code Section 65913.4(a)(6)(B)-(K), as may be amended.
- C. Projects involving the demolition or alteration of any of the following:

1. Housing that is subject to a recorded covenant, ordinance, or law that restricts rents to levels affordable to persons and families of moderate, low, or very low income.
 2. Housing that is subject to any form of rent or price control through a public entity's valid exercise of its police power.
 3. Housing that has been occupied by a rental tenant at any time within the last three years.
- D. Projects located on lots which an owner of residential real property has exercised the owner's rights under Chapter 12.75 (commencing with Section 7060) of Division 7 of Title 1 of the California Government Code to withdraw accommodations from rent or lease within the last 15 years.
- E. Any parcel previously subdivided through prior exercise of an Urban Lot Split as provided for under this Chapter.
- F. Any parcel proposing to be subdivided that is adjacent to another parcel where either the owner of the parcel proposing to be subdivided or any person acting in concert with said owner has previously subdivided that adjacent parcel using the provisions in this Chapter. For the purposes of this section, "any person acting in concert" with the owners includes, but is not limited to, an individual or entity operating on behalf of, acting jointly with, or in partnership or another form of cooperative relationship with, the property owner.

9.54.030 Application.

A parcel map application shall be required for all proposed Urban Lot Splits.

9.54.040 Form.

The form of the parcel map associated with an Urban Lot Split shall conform to the requirements of the Subdivision Map Act and Chapter 9.24 of this Title.

9.54.050 Filing and processing.

- A. The parcel map shall be filed with the City Engineer for his or her examination for conformance to this Title 9 and the Subdivision Map Act.
- B. Notwithstanding any other requirement under this Title 9, the City shall ministerially review and approve applications for an Urban Lot Split, without public hearings or discretionary review, subject only to the requirements of this Chapter.

9.54.060 Standards.

- A. An Urban Lot Split shall result in no more than two parcels.

- B. Parcels shall not be smaller than 40 percent of the lot area of the original parcel.
- C. Each parcel shall have a minimum net area of 1,200 square feet.
- D. The side property line of all lots, so far as possible, shall be at right angles to the street which the lot faces, or approximately radial to the center of curvature, if such street is curved. Side property lines of lots shall be approximately radial to the center of curvature of a cul-de-sac on which the lot faces.
- E. Parcels shall have a minimum width of 30 feet.
- F. Parcels shall have a minimum depth of 40 feet.

G. Flag Lots.

- 1. A flag lot shall be allowed with an Urban Lot Split in a situation where a conventional lot would not allow for a second lot of at least 1,200 square feet.
 - 2. The portion of the flag lot constituting the access corridor shall be excluded when determining compliance with minimum lot size requirement of this Chapter, from the site area, lot coverage, lot width, and lot depth as defined in Chapter 8.08.
 - 3. The maximum width of the access corridor of the flag lot shall be 20 feet, except where greater width is required for fire department access.
 - 4. Any fence constructed between the access corridor of a flag lot and the adjacent parcel shall not exceed 48 inches within the front yard of the adjacent property.
- H. Each parcel shall provide for direct vehicular access to and have a minimum frontage of 30 feet on the public right-of-way, except for flag lots, where the frontage shall be the width needed to meet access standards as specified in this Chapter.
 - I. Public utility, service and/or access easements shall be provided within the subdivision where required for public utility purposes, in accordance with Title 9.
 - J. Notwithstanding the requirements of this Chapter or the Zoning Ordinance, dedications of rights-of-way or the construction of offsite improvements for the parcels being created shall not be required.
 - K. **Improvements Required.** The following improvements shall be required of all Urban Lot Splits. The design and layout of such improvements shall conform to the generally acceptable engineering standards and to such objective standards as

approved by the City Engineer that are in effect at the time of the parcel map application submittal.

1. **Sanitary Sewers.** Each unit or lot within the Urban Lot Split shall be served by a community sewer collection system as required, unless an individual system is permitted.
 2. **Water Supply.** Each unit or lot within the Urban Lot Split shall be served by an approved domestic water system.
 3. **Utilities.** Each unit or lot within the Urban Lot Split shall be served by gas (if required), electric, telephone, and cable television facilities. All new utilities within the Urban Lot Split shall be placed underground except those facilities exempted by the Public Utilities Commission Regulations and as otherwise provided in this Title.
 4. **Storm Drainage.** Storm water runoff from the Urban Lot Split shall be collected and conveyed by an approved storm drain system consistent with City standards.
- L. Prior to the recordation of the parcel map, the applicant shall sign an affidavit, on a form approved by the City, stating that the applicant intends to occupy the Primary Dwelling Unit or an SB 9 Unit as their principal residence for a minimum of three years from the date of the approval of the subdivision. This requirement shall not apply if the applicant is a community land trust or a qualified nonprofit corporation as provided in Sections 402.1 and 214.15 of the California Revenue and Taxation Code.
- M. The parcel map created pursuant to an Urban Lot Split shall contain a note on the map, and respective deed restrictions shall be recorded with the Alameda County Recorder's Office, indicating that parcels resulting from the Urban Lot Split were created using the provision of this Chapter and Government Code Section 66411.7, and that no further subdivision of the parcels is permitted.
- N. The proposed Urban Lot Split shall comply with all other applicable objective requirements of the Subdivision Ordinance and the Subdivision Map Act (Government Code Section 66410 et seq.) except as otherwise provided for in this Chapter. In the event of a conflict between the requirements of this Chapter and the requirements contained elsewhere in this Municipal Code, the provisions of this Chapter shall apply to the review and approval of Urban Lot Splits created hereunder.

9.54.070 Affordability requirement.

At minimum of one unit on the lots created by an Urban Lot Split shall be deed restricted as affordable to moderate income households based on the most recent Alameda County Area Median Income (AMI) levels. Any permitted Accessory Dwelling Units or Junior Accessory Dwelling Units shall not be used to satisfy this requirement. Affordable units

created by this Chapter are subject to the following subsections of the Inclusionary Zoning Regulations (Chapter 8.68): Definitions (8.68.020), General Procedures for Implementing Inclusionary Zoning Requirements (8.68.050), and Enforcement (8.68.100). Prior to recordation of a parcel map for an Urban Lot Split, a deed restriction stipulating this requirement to the satisfaction of the City, shall be recorded with the Alameda County Recorder's Office.

9.54.080 Action.

Final action of a parcel map for an Urban Lot Split shall be in accordance with Chapter 9.24.

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

Section 5. Posting. The City Clerk of the City of Dublin shall cause this Ordinance to be posted in at least three (3) public places in the City of Dublin in accordance with Section 36933 of the Government Code of the State of California.

PASSED, APPROVED AND ADOPTED this 5th day of April 2022, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Mayor

ATTEST:

City Clerk

**CHAPTER 8.08
DEFINITIONS**

8.08.020 Definitions (A-Z)

SB 9 Unit. The term SB 9 Unit shall mean a dwelling unit that is developed using the provisions in Chapter 8.81, and the provisions identified in California Government Code Sections 65852.21 or 66411.7.

SB 9 Unit Development. The term SB 9 Unit Development shall mean a housing development as defined in California Government Code Section 65852.21.

**CHAPTER 8.12
ZONING DISTRICTS AND PERMITTED USES OF LAND**

8.12.050 Permitted and Conditionally Permitted Land Uses

RESIDENTIAL USE TYPE	A	R-1	R-2	R-M	C-O	C-N	C-1	C-2	M-P	M-1	M-2
<u>SB 9 Unit Developments</u>	=	<u>ZC</u>	=	=	=	=	=	=	=	=	=

**CHAPTER 8.20
RESIDENTIAL ZONING DISTRICTS**

8.20.030 Permitted and Conditionally Permitted Land Uses, Regulations, and Performance Standards.

K. SB 9 Unit Developments. For SB 9 Unit Developments, see Chapter 8.81.

**CHAPTER 8.36
DEVELOPMENT REGULATIONS**

8.36.020(A) Agricultural and Residential Development Regulations

STANDARD	A	R-1	R-2	R-M
LOT AREA				
Interior lot	100 acres	4,000 sq. ft. <u>(5)</u>	8,000 sq. ft.	5,000 sq. ft.

STANDARD	A	R-1	R-2	R-M
Corner lot	100 acres	5,000 sq. ft. <u>(5)</u>	9,000 sq. ft.	6,000 sq. ft.
LOT SQUARE FOOTAGE PER DU	NA	4,000 sq. ft. and larger as consistent with General Plan <u>(5)</u>	4,000 sq. ft. and larger as consistent with General Plan	750 sq. ft. and larger as consistent with General Plan
LOT WIDTH & FRONTAGE				
Interior lot	300 feet	50 feet <u>(5)</u>	80 feet	50 feet
Corner lot	300 feet	60 feet <u>(5)</u>	90 feet	60 feet
LOT DEPTH	NA	100 feet <u>(5)</u>	100 feet	100 feet
RESIDENTIAL USE (maximum per lot)	1 du (4)	1 du (4) <u>(5)</u>	2 du (4)	1 du per full 750 sq. ft. (and larger as consistent with General Plan) (4)
SETBACKS				
Front	50 feet	20 ft. avg. 18 ft minimum to garage (1)	20 ft. avg. 18 ft. minimum	20 ft.
Side	30 feet	<u>(2)(5)</u>	10 feet	10 feet (3)
Street Side	50 feet	10 feet	10 feet	10 feet
Rear	50 feet	20 feet <u>(5)</u>	20 feet	30 feet

- (1) Living spaces may encroach to 15 ft. from Front Lot Line with Site Development Review on lots up to 6,000 square feet in size.
- (2) Side Yard setbacks in the R-1 zoning district shall be a minimum of 5 feet plus one foot for each full 10 feet by which lot width exceeds minimum lot width up to a maximum of 10 feet.
- (3) Buildings with 4 or more residences in the R-M zoning district shall have a 15 foot Side Yard on one side.
- (4) See Chapter 8.80, Accessory Dwelling Unit Regulations, regarding the allowable number of ADUs.
- (5) See Chapter 8.81, SB 9 Unit Developments, regarding the standards for qualified SB 9 Unit Developments.

STANDARD	A	R-1	R-2	R-M
DISTANCE BETWEEN RESIDENCES	100 feet	10 feet <u>(4)</u>	20 feet	20 feet

STANDARD	A	R-1	R-2	R-M
MAXIMUM LOT COVERAGE	NA	40% 1 story, 35% 2 stories <u>(4)</u>	40% 1 story, 35% 2 stories	40% 1 story, 35% 2 stories
COMMON USEABLE OUTDOOR SPACE	NA	NA	NA	30% of net site area
ACCESSORY STORAGE - MULTIFAMILY (1)	NA	NA	200 cubic feet minimum per unit	200 cubic feet minimum per unit
HEIGHT LIMITS	(2)	(2)	(2)	(3)

- (1) Multifamily accessory storage shall be provided for each unit in a multifamily project that has a private, enclosed garage attached or assigned to the unit. In addition to the R-2 and R-M Zoning Districts, multifamily accessory storage shall also be provided in comparable PD (Planned Development) Zoning Districts and the Downtown Dublin Zoning District. See also Chapter 8.08 (Definitions).
- (2) West of Dougherty Road 25 feet and 2 stories; may be increased to 35 feet and 2 stories pursuant to a Site Development Review approval by the Zoning Administrator. East of Dougherty Road; 35 feet and 2 stories.
- (3) 35 feet if 4 or fewer du.; 45 feet if 5 or more du.; 75 feet if 5 or more du. and lot coverage does not exceed 35%.
- (4) See Chapter 8.81, SB 9 Unit Developments, regarding standards for qualified SB 9 Unit Developments.

**CHAPTER 8.76
OFF-STREET PARKING AND LOADING REGULATIONS**

8.76.080 Parking Requirements by Use Type.

B. Residential Use Types. Residential Use Types shall provide off-street parking spaces as follows:

RESIDENTIAL USE TYPES	NUMBER OF PARKING SPACES REQUIRED
<u>SB 9 Unit Developments</u>	<u>See Section 8.81.080 relating to SB 9 Unit parking.</u>

**CHAPTER 8.81
SB 9 UNIT DEVELOPMENTS**

8.81.010 Purpose.

The purpose of this Chapter is to implement Government Code Section 65852.21 by:

- A. Establishing objective standards for qualified SB 9 Unit Developments;
- B. Regulating the development of new residential housing units in a manner that is compatible with existing single-family residential uses; and
- C. Ensuring sound standards of public health and safety.

8.81.020 Definitions.

For the purposes of this Chapter, the following definitions apply:

- A. **Primary Dwelling Unit.** The term Primary Dwelling Unit shall mean an existing single-family residence on a parcel constructed prior to the approval of an SB 9 Unit.
- B. **Sufficient for Separate Conveyance.** The term Sufficient for Separate Conveyance shall mean that an SB 9 Unit Development is constructed in a manner adequate to allow for the transfer of title, ownership, rights, and interests in the property, from one entity to another.

8.81.030 Applicability.

The provisions of this Chapter are applicable to SB 9 Unit Developments on lots within the R-1 (Single-Family Residential) zoning district or any Planned Development District where Single-Family Residential uses are allowed. This Chapter shall not apply in the following situations:

- A. Projects located on lots that are included on the State Historic Resources Inventory, as defined in Public Resources Code Section 5020.1, or within a site that is designated or listed as a city or county landmark or historic property or district pursuant to a city or county ordinance.
- B. Projects located on any site described in Government Code Section 65913.4(a)(6)(B)-(K), as may be amended.
- C. Projects involving the demolition or alteration of any of the following:
 - 1. Housing that is subject to a recorded covenant, ordinance, or law that restricts rents to levels affordable to persons and families of moderate, low, or very low income.
 - 2. Housing that is subject to any form of rent or price control through a public entity's valid exercise of its police power.
 - 3. Housing that has been occupied by a rental tenant at any time within the last three years.
- D. Projects located on lots which an owner of residential real property has exercised the owner's rights under Chapter 12.75 (commencing with Section 7060) of Division 7 of Title 1 of the California Government Code to withdraw accommodations from rent or lease within the last 15 years.
- E. Projects involving the demolition of more than 25 percent of the existing exterior structural walls, unless the site has not been occupied by a rental tenant within any time in the last three years.

8.81.040 Maximum Number of Units.

- A. Urban Lot Split.** For SB 9 Units on parcels where an Urban Lot Split is proposed or approved, under the provisions specified in Chapter 9.54 and Government Code Section 66411.17, the following shall apply:
1. **Vacant Lot.** A maximum of two SB 9 Units on a vacant lot created by an Urban Lot Split. No Accessory Dwelling Unit or Junior Accessory Dwelling Unit shall be permitted.
 2. **Developed Lot.** If there is an existing Primary Dwelling Unit on a lot created by an Urban Lot Split, a maximum of one of the following units may be added to that lot: an SB 9 Unit, an Accessory Dwelling Unit, or a Junior Accessory Dwelling Unit. An Accessory Dwelling Unit or Junior Accessory Dwelling Unit shall be permitted in accordance with Chapter 8.80, except that no Accessory Dwelling Unit or Junior Accessory Dwelling Unit shall be permitted with the development of a SB 9 Unit on the same lot. No more than two units of any kind may be constructed or maintained on a lot created by an Urban Lot Split. If there are two existing units of any kind on a lot created by an Urban Lot Split, no additional units of any kind shall be permitted on that lot.
- B. All Other Lots.** For parcels where an Urban Lot Split is not proposed or approved, the following shall apply:
1. **Vacant Lot.** A maximum of two SB 9 Units are allowed per lot.
 2. **Developed Lot.** If there is an existing Primary Dwelling Unit on a lot, a maximum of one SB 9 Unit is allowed per lot.
 3. **Accessory Dwelling Units and Junior Accessory Dwelling Units.** Accessory Dwelling Units and Junior Accessory Dwelling Units shall be permitted in accordance with Chapter 8.80, provided that there are no more than four units in total.

8.81.050 Intent to Occupy.

The applicant for a SB 9 Unit shall sign an affidavit, on a form approved by the City, stating that the applicant intends to occupy the Primary Dwelling Unit or an SB 9 Unit as their principal residence for a minimum of three years from the issuance of a Certificate of Occupancy for the SB 9 Unit.

8.81.060 Affordability Requirement.

A minimum of one unit in an SB 9 Unit Development shall be deed restricted as affordable to moderate income households based on the most recent Alameda County Area Median Income (AMI) levels. Any permitted Accessory Dwelling Units or Junior Accessory Dwelling Units shall not be used to satisfy this requirement. Affordable units created by this Chapter are subject to the following subsections of the Inclusionary Zoning Regulations (Chapter 8.68): Definitions (8.68.020), General Procedures for Implementing Inclusionary Zoning Requirements (8.68.050), and Enforcement (8.68.100). This requirement shall be considered satisfied if previously addressed through a related Urban Lot Split in accordance with affordability requirements of Dublin Municipal Code Chapter 9.54.

8.81.070 Standards.

A. General.

1. **By Right Provision.** The objective standards set forth in this section shall not physically preclude a maximum of two units, comprised of any combination of SB 9 Units and Primary Dwelling Unit, per parcel and shall not physically preclude each of those units from being at least 800 square feet in area. If the objective standards would physically preclude two 800 square foot units, the City will provide relief from one or more of the objective standards set forth in this section to accommodate two 800 square foot units. The City shall determine the extent of relief necessary.
2. **Zoning.** Except as modified by this Chapter, SB 9 Units shall comply with all objective standards of the Dublin Municipal Code including the requirements for the applicable zoning district where the property is located, provided that such regulations do not conflict with standards set forth by Government Code Sections 65852.21.

B. Balconies/Decks. Balconies and decks shall not be located on an elevation directly facing a side lot line. Allowed balconies shall be located a minimum of 10 feet the rear property lines. Rooftop terraces/rooftop decks are not permitted.

C. Building Facades and Materials.

1. Street-Facing Elevations.

- a. Shall provide volumetric elements with a minimum projection of two feet beyond the plane of the façade with use of window bays, building recesses, or porches with columns.
 - b. Shall be designed with a minimum four-foot landscaping zone adjacent to their foundation or porch face.
2. A minimum of three exterior building colors shall be used on the front facades.
 3. Attached units shall provide a minimum two-foot offset at the shared wall.
 4. Transitions for both material and color shall be located at interior corners.
 5. Facades that use stucco as the primary material shall be combined with a secondary wall material.
 6. T-111 and similar plywood siding, corrugated and standing seam metal, vinyl and plastic siding, and foam and stucco trim façade materials shall be prohibited.
 7. Fire-resistant alternatives such as, fiber cement siding, is permitted as a substitution for traditional materials such as wood shake, horizontal siding, or board and batten paneling.

D. Building Height.

1. **Within Setbacks.** The maximum height of an SB 9 Unit, or any portion thereof, located within the setbacks established for the zoning district where the lot is located shall not exceed 16 feet.
2. **Outside of Setbacks.** The maximum height of an SB 9 Unit located outside of the setbacks established for the zoning district where the lot is located shall conform to the height requirements of the zoning district.

E. Building Separation.

1. **Single-Story Structures.** A minimum separation of 15 feet shall be provided between the upper story and a single-story structure on an adjacent property.
 2. **Multi-Story Structures.** A minimum separation of 20 feet shall be provided between the upper story and a multi-story structure on an adjacent property.
- F. Building Setbacks.**
1. **Existing Structures.** No setback shall be required for an existing legal structure or a structure constructed in the same location and to the same dimensions as an existing legal structure.
 2. **Front Yard.** The minimum front yard setback shall conform to the requirements of the zoning district where the lot is located.
 3. **Street Side Yard.** The minimum street side yard setback shall be 10 feet.
 4. **Interior Side and Rear Yard.** The minimum interior side and rear yard setback shall be four feet.
- G. Fenestration.** Windows and glazing areas shall comply with the following:
1. Tinted windows and colored glazing are prohibited.
 2. Plastic glazing shall be prohibited for windows and skylights.
 3. Functional and decorative shutters shall maintain the same dimensions as the associated glazing. Functional and decorative shutters shall be half the width of the associated window glazing (for paired shutters), or matching width for a single shutter.
 4. Window materials, color, and style shall be consistent on all elevations.
 5. Window trim, sills, and shutters shall be differentiated with accent materials or colors that vary from the adjacent building wall surfaces.
 6. Windows shall be recessed at least two inches from surrounding exterior wall to the window glass surface or windows shall provide built-up sills and trim, at a minimum one-half inch thick, to create surface relief and texture.
 7. Simulated mullions shall be allowed only when mullions are located on both the inside and outside faces of the glazing.
- H. Floor Area.** The floor area of the upper stories shall be limited to 40 percent of the floor area of the first floor.
- I. Garages.**
1. Front or side-entry attached garages are permitted and shall meet the dimensional requirements specified in Chapter 8.76.
 2. An attached, front-entry garage shall be set back at least four feet behind the front plane of the structure to which it is attached.
 3. Garage doors located in stucco walls shall be recessed a minimum of three inches from the surrounding building wall.
 4. Garage doors located in masonry, wood clad, or similar siding, shall provide surrounding trim with a minimum width of three inches.
- J. Impervious Area.** Front and side yard setbacks shall be limited to a total of 40 percent impervious coverage.
- K. Lighting.** The following information for proposed exterior lighting fixtures shall be provided:
1. Manufacturer cut sheets with Backlight/Uplight/Glare (B.U.G.) rating.
 2. Lighting locations indicated on building and/or site plans.

3. Mounting heights.
 4. Exterior light fixtures shall be shielded from view off the site.
- L. Lot Coverage.** The Lot Coverage for any combination of SB 9 Units and Primary Dwelling Unit shall be cumulatively limited to the maximum lot coverage allowed by the residential zoning district where the lot is located, except as required to meet the By Right Provisions of this Chapter.
- M. Mechanical Equipment.** Mechanical and utility equipment shall be concealed from view from the public right-of-way. With the objective of fully screening the equipment, ground-mounted equipment shall be screened by a combination of walls or fencing and landscaped plant material up to a maximum height of four feet.
- N. Parking.** Parking shall conform to the Off-Street Parking and Loading Regulations (Chapter 8.76) except as modified by this Chapter.
1. A minimum of one off-street parking space shall be provided per unit, except if the parcel is located within:
 - a. One-half mile walking distance of either a high-quality transit corridor, as defined in Public Resources Code Section 21155 or a major transit stop, as defined in the Public Resource Code Section 21064.3. The transit frequency shall be based on the schedule posted by the transit agency when the City issues the first “completeness” letter for the respective application for a SB 9 Unit Development; or
 - b. One block of a car share vehicle.
 2. Parking spaces shall not be located within the minimum side and rear yard setbacks. Parking spaces within an enclosed structure are encouraged.
- O. Refuse Containers.** Refuse containers or areas shall not be located within private driveways or be visible from the public right-of-way.
- P. Rental Restrictions.** Rental of any SB 9 Units or Primary Dwelling Unit shall not be less than for 30 consecutive days. Prior to the construction of an SB 9 Unit, a deed restriction, in a form approved by the City Attorney, shall be recorded setting forth setting for this limitation, and that the deed restriction may be enforced against future purchasers.
- Q. Roof.**
1. Roofs that result from alteration or addition to an existing main structure shall match the existing slope, form, and materials of the main structure.
 2. Roof material and color shall be consistent throughout the entirety of the roof within each new or modified building. Except where its use is documented on existing adjacent structures, non-dimensional three-tab asphalt shingles, wood shake roofing, and corrugated metal, metal roll and standing seam, and plastic roofing materials shall be prohibited.
 3. Fire-resistant alternatives such as, cement S-tile roofing, is permitted as a substitution for traditional materials such as clay tile.
 4. New structures shall provide a roof that has a minimum slope of 3:12. A sloped roof shall be defined as a gable, hip, cross gable roof, or any combination thereof. Mansard roofs shall be prohibited.

5. A minimum of 25 percent of the roof area shall be articulated with any combination of hip, gable, or shed dormers.
 6. Roofs shall have a minimum overhang of 12 inches.
 7. The roof styles and materials of detached garages and carports shall match the materials and detailing of main and accessory structures.
- R. Separate Connections.**
1. All attached or detached SB 9 Units shall have separate utility connections and meters.
 2. Any attached or detached Accessory Dwelling Unit that becomes reclassified to a Primary Dwelling Unit as a result of an SB 9 Unit Development shall have separate utility connections and meters.
- S. Separate Conveyance.** SB 9 Units shall be designed for separate conveyance, as defined in this Chapter, in accordance with applicable building and fire code requirements.
- T. Stairs.** Notwithstanding provisions in Chapter 8.36, stairs leading to an upper story shall be fully enclosed within the interior of a unit. A staircase on the exterior of a unit shall not be permitted.
- U. Street Frontage.**
1. **Interior Lots.** The front-entry of at least one unit shall be oriented to the street.
 2. **Corner Lots.** The front-entry of each unit shall be oriented to face a street, and the front-entry of each unit shall not face the same street.
 3. **Connectivity.** Street-facing entries shall be clearly identifiable and connected to the street by a pedestrian path with a minimum width of five feet.
 4. **Porch/Stoop.** Street-facing entries shall provide either a porch or stoop that is a minimum of seven feet wide and five feet deep. Unroofed porches or stoops, with three open sides and not greater than six feet above the ground level, may not project more than three feet in the front yard setback and may not project more than two feet into the side yard setback.

8.81.080 Permitting Procedure.

In addition to the standard submittal requirements for a Building Permit, a SB 9 Unit Development shall comply with this Chapter and shall be subject to a ministerial Zoning Clearance to be reviewed and approved by the Community Development Director, without public hearings or discretionary review, in accordance with Chapter 8.116.

8.81.090 Action.

- A. In any case, and notwithstanding the requirements of this Title, an application for an SB 9 Unit Development shall be ministerially reviewed and approved in accordance with this Chapter, and shall not be subject to any hearings or discretionary review.
- B. Notwithstanding subsection A above, an application for an SB 9 Unit Development may be denied if the Chief Building Official, upon making written findings to the Community Development Director based on the preponderance of the evidence,

finds the project would have a specific, adverse impact, as defined and determined in paragraph (2) of subdivision (d) of Section 65589.5, upon public health and safety or the physical environment and for which there is no feasible method to satisfactorily mitigate or avoid the specific, adverse impact.

CHAPTER 8.104
SITE DEVELOPMENT REVIEW

8.104.020 Exemptions from Site Development Review.

- K. SB 9 Unit Developments.** Projects that are eligible for ministerial approval pursuant to the provisions of Chapter 8.81, SB 9 Unit Developments.

CHAPTER 8.116
ZONING CLEARANCE

8.116.020 Applications Requiring a Zoning Clearance.

- K. SB 9 Unit Developments.** Projects that are requesting approval of an SB 9 Unit Development that meet the standards specified in Chapter 8.81.

8.116.030 Application.

- K. SB 9 Unit Developments.** If the Zoning Clearance is for an SB 9 Unit Development, the Applicant shall submit a "Zoning Clearance for SB 9 Unit Development" application form provided by the Community Development Department with such information requested on said form.

8.116.040 Approval.

- K. SB 9 Unit Developments.** SB 9 Unit Developments shall be reviewed for consistency with Chapter 8.81, Government Code Sections 65852.21, and all other applicable objective standards in the Dublin Municipal Code. The Zoning Clearance approval for an SB 9 Unit Development shall be a completed "Zoning Clearance for SB 9 Unit Development" application form and any pertinent attachments as required on the form with the date and signature of the Community Development Director or his/her designee.

8.116.050 Expiration of Zoning Clearance.

- K. SB 9 Unit Developments.** A Zoning Clearance issued in conjunction with a Building Permit for an SB 9 Unit Development shall expire when the Building Permit expires. If a Building Permit Application for an SB 9 Unit Development is

not filed within a year of the Zoning Clearance approval, the Zoning Clearance shall become null and void.

CHAPTER 9.04
GENERAL PROVISIONS

9.04.090 Definitions.

“Flag Lot” means a lot as defined in Chapter 8.08.

“Primary Dwelling Unit” means a unit as defined in Chapter 8.81.

“SB 9 Unit” means a unit as defined in Chapter 8.81.

“Unit” means an Accessory Dwelling Unit, a Junior Accessory Dwelling unit, a Primary dwelling Unit, and an SB 9 Unit.

“Urban Lot Split” means a subdivision of an existing single-family residential zoned parcel into two parcels using the provisions in Chapter 9.54 and the provisions identified in California Government Code Section 66411.7.

CHAPTER 9.08
TENTATIVE TRACT AND TENTATIVE PARCEL MAPS

9.08.015 Exemptions.

A tentative map is not required for an Urban Lot Split proposed under the provisions of Government Code Section 66411.7.

CHAPTER 9.54
URBAN LOT SPLITS

9.54.010 Authority and purpose.

The purpose of this chapter is to implement Government Code Section 66411.7 by:

- A. Establishing objective standards and regulations to govern the review and approval of Urban Lot Splits, which are qualified Senate Bill 9 properties in single-family residential zones;
- B. Establishing a ministerial process to approve an Urban Lot Split in accordance with Government Code Section 66411.7;
- C. Promoting the development of small ownership or rental housing units designed to meet the housing needs of individuals and families, particularly those of low and moderate incomes; and
- D. Ensuring sound standards of public health and safety.

9.54.020 Applicability.

The provisions of this Chapter shall apply within the R-1 (Single-Family Residential) zoning district or any Planned Development District where Single-Family Residential uses are allowed. This Chapter shall not apply in the following situations:

- A. Projects located on lots that are included on the State Historic Resources Inventory, as defined in Public Resources Code Section 5020.1, or within a site that is designated or listed as a city or county landmark or historic property or district pursuant to a city or county ordinance.
- B. Projects located on any site described in Government Code Section 65913.4(a)(6)(B)-(K), as may be amended.
- C. Projects involving the demolition or alteration of any of the following:
 - 1. Housing that is subject to a recorded covenant, ordinance, or law that restricts rents to levels affordable to persons and families of moderate, low, or very low income.
 - 2. Housing that is subject to any form of rent or price control through a public entity's valid exercise of its police power.
 - 3. Housing that has been occupied by a rental tenant at any time within the last three years.
- D. Projects located on lots which an owner of residential real property has exercised the owner's rights under Chapter 12.75 (commencing with Section 7060) of Division 7 of Title 1 of the California Government Code to withdraw accommodations from rent or lease within the last 15 years.
- E. Any parcel previously subdivided through prior exercise of an Urban Lot Split as provided for under this Chapter.
- F. Any parcel proposing to be subdivided that is adjacent to another parcel where either the owner of the parcel proposing to be subdivided or any person acting in concert with said owner has previously subdivided that adjacent parcel using the provisions in this Chapter. For the purposes of this section, "any person acting in concert" with the owners includes, but is not limited to, an individual or entity operating on behalf of, acting jointly with, or in partnership or another form of cooperative relationship with, the property owner.

9.54.030 Application.

A parcel map application shall be required for all proposed Urban Lot Splits.

9.54.040 Form.

The form of the parcel map associated with an Urban Lot Split shall conform to the requirements of the Subdivision Map Act and Chapter 9.24 of this Title.

9.54.050 Filing and processing.

- A. The parcel map shall be filed with the City Engineer for his or her examination for conformance to this Title 9 and the Subdivision Map Act.

- B. Notwithstanding any other requirement under this Title 9, the City shall ministerially review and approve applications for an Urban Lot Split, without public hearings or discretionary review, subject only to the requirements of this Chapter.

9.54.060 Standards.

- A. An Urban Lot Split shall result in no more than two parcels.
- B. Parcels shall not be smaller than 40 percent of the lot area of the original parcel.
- C. Each parcel shall have a minimum net area of 1,200 square feet.
- D. The side property line of all lots, so far as possible, shall be at right angles to the street which the lot faces, or approximately radial to the center of curvature, if such street is curved. Side property lines of lots shall be approximately radial to the center of curvature of a cul-de-sac on which the lot faces.
- E. Parcels shall have a minimum width of 30 feet.
- F. Parcels shall have a minimum depth of 40 feet.
- G. Flag Lots.
1. A flag lot shall be allowed with an Urban Lot Split in a situation where a conventional lot would not allow for a second lot of at least 1,200 square feet.
 2. The portion of the flag lot constituting the access corridor shall be excluded when determining compliance with minimum lot size requirement of this Chapter, from the site area, lot coverage, lot width, and lot depth as defined in Chapter 8.08.
 3. The maximum width of the access corridor of the flag lot shall be 20 feet, except where greater width is required for fire department access.
 4. Any fence constructed between the access corridor of a flag lot and the adjacent parcel shall not exceed 48 inches within the front yard of the adjacent property.
- H. Each parcel shall provide for direct vehicular access to and have a minimum frontage of 30 feet on the public right-of-way, except for flag lots, where the frontage shall be the width needed to meet access standards as specified in this Chapter.
- I. Public utility, service and/or access easements shall be provided within the subdivision where required for public utility purposes, in accordance with Title 9.
- J. Notwithstanding the requirements of this Chapter or the Zoning Ordinance, dedications of rights-of-way or the construction of offsite improvements for the parcels being created shall not be required.
- K. **Improvements Required.** The following improvements shall be required of all Urban Lot Splits. The design and layout of such improvements shall conform to the generally acceptable engineering standards and to such objective standards as approved by the City Engineer that are in effect at the time of the parcel map application submittal.
1. **Sanitary Sewers.** Each unit or lot within the Urban Lot Split shall be served by a community sewer collection system as required, unless an individual system is permitted.
 2. **Water Supply.** Each unit or lot within the Urban Lot Split shall be served by an approved domestic water system.

3. **Utilities.** Each unit or lot within the Urban Lot Split shall be served by gas (if required), electric, telephone, and cable television facilities. All new utilities within the Urban Lot Split shall be placed underground except those facilities exempted by the Public Utilities Commission Regulations and as otherwise provided in this Title.
 4. **Storm Drainage.** Storm water runoff from the Urban Lot Split shall be collected and conveyed by an approved storm drain system consistent with City standards.
- L. Prior to the recordation of the parcel map, the applicant shall sign an affidavit, on a form approved by the City, stating that the applicant intends to occupy the Primary Dwelling Unit or an SB 9 Unit as their principal residence for a minimum of three years from the date of the approval of the subdivision. This requirement shall not apply if the applicant is a community land trust or a qualified nonprofit corporation as provided in Sections 402.1 and 214.15 of the California Revenue and Taxation Code.
 - M. The parcel map created pursuant to an Urban Lot Split shall contain a note on the map, and respective deed restrictions shall be recorded with the Alameda County Recorder's Office, indicating that parcels resulting from the Urban Lot Split were created using the provision of this Chapter and Government Code Section 66411.7, and that no further subdivision of the parcels is permitted.
 - N. The proposed Urban Lot Split shall comply with all other applicable objective requirements of the Subdivision Ordinance and the Subdivision Map Act (Government Code Section 66410 et seq.) except as otherwise provided for in this Chapter. In the event of a conflict between the requirements of this Chapter and the requirements contained elsewhere in this Municipal Code, the provisions of this Chapter shall apply to the review and approval of Urban Lot Splits created hereunder.

9.54.070 Affordability requirement.

At minimum of one unit on the lots created by an Urban Lot Split shall be deed restricted as affordable to moderate income households based on the most recent Alameda County Area Median Income (AMI) levels. Any permitted Accessory Dwelling Units or Junior Accessory Dwelling Units shall not be used to satisfy this requirement. Affordable units created by this Chapter are subject to the following subsections of the Inclusionary Zoning Regulations (Chapter 8.68): Definitions (8.68.020), General Procedures for Implementing Inclusionary Zoning Requirements (8.68.050), and Enforcement (8.68.100). Prior to recordation of a parcel map for an Urban Lot Split, a deed restriction stipulating this requirement to the satisfaction of the City, shall be recorded with the Alameda County Recorder's Office.

9.54.080 Action.

Final action of a parcel map for an Urban Lot Split shall be in accordance with Chapter 9.24.

RESOLUTION NO. XX-22**A RESOLUTION OF THE CITY COUNCIL
OF THE CITY OF DUBLIN****AMENDING THE MASTER FEE SCHEDULE BY ESTABLISHING ONE NEW APPLICATION
FEE, BASED ON TIME AND MATERIALS, FOR ZONING CLEARANCES FOR SB 9 UNIT
DEVELOPMENTS**

WHEREAS, the California Constitution authorizes local governments to recover the reasonable costs of providing services; and

WHEREAS, the City processes various permits, applications, and licenses; and

WHEREAS, on June 15, 2021, the Dublin City Council adopted Resolution No. 80-21, adopting an annual update to the Master Fee Schedule for services provided to the City, effective July 1, 2021; and

WHEREAS, on September 16, 2021, Governor Newsom signed into law Senate Bill (SB) 9, which among other things, added Government Code Section 65852.21, allowing additional housing units on properties within single-family residential zoning districts; and

WHEREAS, SB 9 was aimed at addressing the State's housing shortage and high housing costs; and

WHEREAS, SB 9 went into effect January 1, 2022, and in response, the City of Dublin prepared the proposed Amendments to Dublin Municipal Code Titles 8 (Zoning) and 9 (Subdivisions) to implement SB 9; and

WHEREAS, SB 9 Unit Developments are subject to a Zoning Clearance in accordance with Title 8 of the Dublin Municipal Code as amended; and

WHEREAS, pursuant to California Environmental Quality Act (CEQA) and CEQA Guidelines Section 15378(b)(4), revising fees is not a project and, therefore, is exempt from the requirements of CEQA.

NOW, THEREFORE, BE IT RESOLVED that the foregoing recitals are true and correct and made a part of this Resolution.

BE IT FURTHER RESOLVED that the Dublin City Council adopts amendments to the Master Fee Schedule by adding the following:

Section 6.1: Planning Division			
#	Item / Service	Description / Unit	Fee
576	Zoning Clearance – SB 9 Unit Developments	Per application	T&M

PASSED, APPROVED AND ADOPTED this 15th day of March 2022 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Mayor

ATTEST:

City Clerk

RESOLUTION NO. 22-03

**A RESOLUTION OF THE PLANNING COMMISSION
OF THE CITY OF DUBLIN**

**RECOMMENDING CITY COUNCIL APPROVAL OF AMENDMENTS TO DUBLIN MUNICIPAL
CODE TITLES 8 (ZONING) AND 9 (SUBDIVISIONS) TO IMPLEMENT SENATE BILL 9
EFFECTIVE CITYWIDE
PLPA-2021-00050**

WHEREAS, the City occasionally initiates amendments to the Zoning Ordinance to clarify, add, or amend certain provisions to ensure that the Zoning Ordinance remains current with federal and state law, internally consistent, simple to understand and implement, and relevant to changes occurring in the community; and

WHEREAS, on September 16, 2021, Governor Newsom signed into law Senate Bill (SB) 9, which among other things, added Government Code Sections 65852.21 and 66411.7 and amended Government Code Section 66452.6, allowing additional housing units on properties within single-family residential zoning districts; and

WHEREAS, SB 9 went into effect January 1, 2022, and preempts any conflicting City ordinance; and

WHEREAS, SB 9 allows a local jurisdiction to adopt an ordinance that provides ministerial approval of: 1) no more than two housing units on a lot within a single-family residential zoning district; and 2) urban lot splits; and

WHEREAS, SB 9 allows a local jurisdiction to adopt objective design, development, and subdivision standards for up to two housing units and urban lot splits; and

WHEREAS, the proposed amendments to the Dublin Municipal Code implement the requirements of SB 9 and add local regulations that are within the scope of the State law; and

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

WHEREAS, Staff recommends that the proposed amendments be found exempt from the CEQA pursuant to Government Code Sections 65852.21(j) and 66411.7(n), which state that the adoption of an ordinance to implement SB 9 is not a project under Division 13 (commencing with Section 21000) of the Public Resources Code; and

WHEREAS, the Planning Commission held a duly noticed public hearing on February 22, 2022, during which all interested persons were heard.

NOW, THEREFORE, BE IT RESOLVED that the foregoing recitals are true and correct and made a part of this Resolution.

BE IT FURTHER RESOLVED that the City of Dublin Planning Commission does hereby recommend that the City Council find the ordinance exempt from CEQA pursuant to Government Code Sections 65852.21(j) and 66411.7(n) and adopt the Ordinance, approving amendments to

Dublin Municipal Code Titles 8 (Zoning) and 9 (Subdivisions), attached hereto as **Exhibit A** and incorporated herein by reference.

PASSED, APPROVED AND ADOPTED this 22nd day of February 2022 by the following vote:

AYES: Benson, Grier, Thalblum, Tyler, Wright

NOES:

ABSENT:

ABSTAIN:

DocuSigned by:

§EAC72E0ACF74BD...

Planning Commission Chair

ATTEST:

DocuSigned by:

§E0B9DB87284493...

Assistant Community Development Director



DUBLIN
CALIFORNIA

Senate Bill 9 Amendments to the Zoning and Subdivision Ordinances

City Council
March 15, 2022

Background – SB 9

- Went into effect on January 1, 2022
- Applies to single-family zoning and has two major components:
 - Right to develop more than one home on a lot
 - Right to subdivide a lot into two

Terminology

- “SB 9 Unit” is used to describe a unit created by exercising rights provided under SB 9
- “SB 9 Unit Development” is used to describe a housing development
- “Urban Lot Split” is used to describe subdivision of existing single-family parcel into two lots

Qualifying Criteria

- New units/subdivisions must meet certain criteria. For example:
 - Cannot be in “environmentally sensitive area”
 - Cannot result in demolition or alteration of protected units
 - No prior Urban Lot Split
 - Owner-occupancy affidavit

Objective Standards & Ministerial Approval

- *Only* impose objective zoning, subdivision, and design standards
 - Cannot physically preclude construction of up to two units of at least 800 square feet each, per property
- *Must* approve qualifying projects ministerially
 - No CEQA; no public hearing

Proposed Amendments

- New Chapters
 - Chapter 8.81 (SB 9 Unit Developments)
 - Chapter 9.54 (Urban Lot Splits)
- Other Amendments
 - Zoning Ordinance Chapters: 8.08, 8.12, 8.20, 8.36, 8.76, 8.104, and 8.116
 - Subdivision Ordinance Chapters: 9.04 and 9.08

Number of Units

Unit Type	Pre-SB 9: Number of Units Allowed Per Lot
PDU	1
ADU	1
JADU	1
SB 9 Unit	-
Max.	3

Number of Units

Unit Type	Pre-SB 9: Number of Units Allowed Per Lot	Post SB 9: Number of Units Allowed Per Lot			
		No Urban Lot Split			
		Vacant Lot	Developed Lot		
PDU	1	-	1		
ADU	1	1	1		
JADU	1	1	1		
SB 9 Unit	-	2	1		
Max.	3	4	4		

Number of Units

Unit Type	Pre-SB 9: Number of Units Allowed Per Lot	Post SB 9: Number of Units Allowed Per Lot			
		No Urban Lot Split		Urban Lot Split	
		Vacant Lot	Developed Lot	Vacant Lot	Developed Lot
PDU	1	-	1	-	1
ADU	1	1	1	0	1*
JADU	1	1	1	0	1*
SB 9 Unit	-	2	1	2	1*
Max.	3	4	4	2	2

* Urban Lot Split parcel developed with PDU would be limited to one additional unit, for total of two units on the respective lot. Additional unit can be SB 9 Unit, ADU, or JADU

Affordability & Owner Occupancy

- At least one unit to be deed restricted as affordable to moderate income households
- Applicant is required to sign an affidavit, indicating intent to occupy for a minimum of three years

Design and Development Standards

- Proposed standards are intended to:
 - Respect characteristics of existing single-family homes
 - Regulate building material and color, roof forms, second-story massing, lot configuration and frontage

Permitting

- SB 9 Unit Developments
 - Zoning Clearance approved by the Community Development Director
- Urban Lot Splits
 - Parcel Map approved by the City Engineer

Planning Commission Review

- On February 22, 2022, the Planning Commission considered the proposed amendments and recommended approval to the City Council

Master Fee Schedule Amendments

- City can recover reasonable costs of providing services
- Staff recommends establishing an application fee based on actual time and materials to recover the City's full costs

Recommendation

- Waive the reading and introduce the Ordinance approving amendments to the Zoning and Subdivision Ordinances
- Adopt the Resolution amending the Master Fee Schedule by establishing an application fee for Zoning Clearances for SB 9 Unit Developments



DUBLIN
CALIFORNIA



STAFF REPORT

CITY COUNCIL

DATE: March 15, 2022

TO: City Council

FROM: Linda Smith, City Manager

SUBJECT: Housing Element Update Check-In
Prepared by: Michael P. Cass, Principal Planner

EXECUTIVE SUMMARY:

The City Council will receive a status report on the Housing Element Update for the 2023-2031 planning period, including a presentation on the updated Preliminary Sites Analysis, policy framework, and project schedule. Staff is seeking feedback from the City Council on policy direction about the Preliminary Sites Inventory. Following the meeting, Staff will finalize the sites inventory and incorporate it into the draft Housing Element.

STAFF RECOMMENDATION:

Receive presentation and provide feedback on: 1) the distribution of Regional Housing Needs Allocation (RHNA) units on the additional sites; 2) the selection of sites identified in Downtown Dublin; and 3) holding Downtown RHNA units outside of the Downtown Dublin Specific Plan Development Pool.

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 2021-22 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, enacted in 1969, 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.

The City’s current Housing Element covers the period of 2014 – 2022. The Housing Element must be updated and certified by the California Department of Housing and Community Development (HCD) by January 2023 for the 2023-2031 planning period.

On December 16, 2021, the Association of Bay Area Governments (ABAG) Executive Board adopted the Final Regional Housing Needs Allocation Plan: San Francisco Bay Area, 2023-2031, which is the final step in ABAG's RHNA process. The plan allocates 3,719 housing units to the City of Dublin. Table 1 shows the City’s final RHNA by household income category for the 2023 – 2031 planning period.

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

Preliminary Sites Inventory

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 RHNA. Staff prepared a Preliminary Sites Inventory to accommodate the Draft RHNA of 3,719 units. This inventory prioritizes pipeline projects, accessory dwelling units, and existing zoning to accommodate the RHNA before looking to rezone additional sites. Table 2 below details how the proposed components of the Preliminary Sites Inventory would accommodate the City’s RHNA and identifies the “remaining need” for sites to accommodate 644 lower-income units. Refer to the City Council Staff Report dated November 2, 2021, for a complete discussion of the Preliminary Sites Inventory (Attachment 1).

Table 2. Dublin's Remaining Need

	Very-Low- and Low-	Moderate-	Above- Moderate-	Total
Allocation	1,710	560	1,449	3,719
Pipeline Projects	(394)	(202)	(2,127)	(2,723)
Accessory Dwelling Units	(149)	(82)	(17)	(248)
5th Cycle Sites	-	(252)	-	(252)
Public/Semi-Public Sites	(134)	-	-	(134)
Downtown Dublin	(389)	(24)	-	(413)
Remaining Need	644	-	(695)	

On November 2, 2021, the City Council conducted a Study Session on the Housing Element Update and RHNA, with focus on the Preliminary Sites Inventory. The City Council directed staff to disperse, rather than concentrate in the Downtown, lower-income housing sites throughout Dublin and prioritized the Alameda County Surplus Properties and the Hacienda Crossings shopping center as sites to accommodate the remaining need.

In addition, the City Council directed that on sites identified to meet the remaining need, 50% of the units should be affordable to lower-income households and 50% to above-moderate income households. This approach attempts to address potential consequences under the “No Net Loss” law (Government Code § 65863). Among other things, “No Net Loss” requires a jurisdiction, if it approves a project on a site included in the Sites Inventory with fewer than the number of lower-income units identified in the inventory, to identify additional sites to continue to accommodate the RHNA by income level. If the actual development of a site identified in the Sites Inventory includes all or some portion of market rate units, the City will be required to identify new sites, within 180 days of the project approval, to accommodate the lower-income units that were included on the sites in the inventory.

Additional Sites

Based on the direction from the City Council, Staff prepared a Preliminary Sites Inventory that prioritizes the Alameda County Surplus Properties and the Hacienda Crossings shopping center to accommodate the remaining need. Staff prepared three options for consideration as illustrated in Table 3 and further discussed below. Option A addresses the City Council direction to prioritize the Alameda County Surplus Properties by assigning more units to this property; Option B splits the Remaining Need equally between the two sites; and Option C allocates some of the units to the future affordable housing site identified in the recently adopted Preferred Plan for the SCS Property. Each option includes lower-income and above moderate-income units on the County Property and Hacienda Crossings, but only includes the lower-income units on the SCS Property that were identified in the Preferred Plan. All the remaining need in the “lower-income” category requires sites to allow “at least 30 units per acre.” To satisfy the remaining need, the City will be required to amend the General Plan and/or rezone the sites to accommodate these units.

Table 3: Options to Distribute Remaining Need

		Very-Low-and Low-	Moderate-	Above-Moderate-	Total
Option A	Alameda County Surplus Property	441	0	441	882
	Hacienda Crossings	203	0	203	406
	Total:	644	0	644	1,288
Option B	Alameda County Surplus Property	322	0	322	644
	Hacienda Crossings	322	0	322	644
	Total:	644	0	644	1,288
Option C	Alameda County Surplus Property	250	0	250	500
	Hacienda Crossings	244	0	244	488
	SCS Property	150	0	0	150
	Total:	644	0	494	1,138

- **Alameda County Surplus Properties:** The General Plan land use designation of Site D-2 (northern portion) and Site E-2 in the Transit Center is Campus Office and has Planned Development Zoning. The 13.35 acres are located north of the Dublin/Pleasanton BART station and are currently undeveloped. Staff preliminarily envisions the property could be developed to allow a density of 66 units per acre, which is the average residential density within the Transit Center.
- **Hacienda Crossings:** The General Plan land use designation for the Hacienda Crossings shopping center, located southeast of Dublin Boulevard and Hacienda Drive, is General Commercial and has Planned Development Zoning. Staff preliminarily envisions a mixed-use development with a minimum density of 48 units per acre, similar to the Waterford Place Shopping Center and Apartments. Based on meetings with the property owner, Staff recommends including those units on the two large parcels located at the northeast corner of the shopping center, as it could be accommodated on the parking lots and maintain the existing development.
- **SCS Property:** On February 15, 2022, the City Council approved the Preferred Plan for the SCS Property, which is the vacant 76.9-acre property located north of I-580 between Tassajara Road and Brannigan Street and extending to the north of Gleason Drive. The Preferred Plan includes a 2.5-acre Public/Semi Public site for affordable housing that contemplates between 70 and 150 units.

Refer to Attachment 2 for a map of the Preliminary Sites Inventory.

Downtown Sites

As shown in Table 2 above, 413 lower income units (389 very-low- and low-income, and 24 moderate-income) are identified in Downtown Dublin. These units were identified in the current Housing Element to accommodate the RHNA and would be reused in the Housing Element Update. Non-vacant sites that were identified in a prior Housing Element may not be counted towards RHNA unless: (a) the sites are zoned to allow up to 30 dwelling units per acre (they are); and (b)

the Housing Element requires the sites be rezoned “to allow residential use by right for housing developments in which at least 20% of the units are affordable to lower-income households.” A “use by right” is one in which the use does not require “a conditional use permit, planned unit development permit, or other discretionary local government review or approval,” such as the Community Benefit Agreement, although it specifically allows for design review.

In order to reuse these units in the Housing Element Update, the City must identify actual parcels to accommodate the units. Staff identified four properties in Downtown Dublin to accommodate these lower-income units. These properties are shown in orange in Attachment 2. The four properties include: 1) the former Grocery Outlet property where the City entered into a Memorandum of Understanding to allow 80 affordable dwelling units; 2) the site with a vacant building at the southwest corner of Amador Valley and Amador Plaza Road; 3) a portion of the site where Hobby Lobby is located; and 4) the site of the former Willow Tree restaurant located at 6513 Regional Street.

A cornerstone of the Downtown Dublin Specific Plan is the Residential Development Pool whereby a Community Benefit Agreement is required to pull units from the pool. However, qualifying development on these sites must be “by right” and would not be subject to a Community Benefit Agreement, thus, the City would not achieve additional benefits by allocating these units from the existing pool. Therefore, Staff recommends adding these units to the Downtown Dublin Specific Plan outside of the Development Pool. The addition of these units outside of the Development Pool would support the Downtown Dublin Preferred Vision, which contemplates the additional units to support that vision.

Housing Element Programs

Each jurisdiction must identify specific programs in its Housing Element that will allow it to implement the stated policies and achieve the stated goals and objectives. Programs must include specific action steps the locality will take to implement its policies and achieve its goals and objectives. Programs must also include a specific timeframe for implementation, identify the responsible party for implementation, describe the jurisdiction’s specific role in implementation, and (whenever possible) identify specific, measurable outcomes.

Programs should reflect the results and analyses of the jurisdiction’s local housing needs, available land and financial resources, and the mitigation of identified governmental and non-governmental constraints. For example, if the analysis identifies constraints related to local regulations, the Housing Element should identify specific programmatic actions to address that constraint.

To make adequate provision for the housing needs of people of all income levels, a jurisdiction must, at a minimum, identify programs that do all of the following:

- Identify adequate sites, with appropriate zoning and development standards and services to accommodate the locality’s share of the regional housing needs for each income level.
- Assist in the development of adequate housing to meet the needs of extremely-low-, very-low-, low-, and moderate-income households.
- Conserve and improve the condition of the existing affordable housing stock.
- Preserve assisted housing developments at-risk of conversion to market-rate.

- Promote equal housing opportunities for all people, regardless of race, religion, sex, marital status, ancestry, national origin, color, familial status, or disability.

Additionally, there are a number of new program topics required with the 6th Cycle Housing Element including the following:

- Affirmatively furthering fair housing.
- Promotion of ADUs and Junior ADUs.
- Objective Development Standards.
- Senate Bill 35 streamlining.
- Emergency shelters, transitional and supportive housing, and lower barrier navigation centers.
- Housing for persons with developmental disabilities.
- Farmworker and employee housing.
- Funding and rental assistance programs.
- Density Bonus; and removal of development constraints.

Staff is preparing the draft Housing Element to incorporate these programs as required by State law.

Public Outreach

The City is in the process of implementing outreach and engagement strategies with the community, stakeholders, and decision makers during the Housing Element Update process. Notable outreach strategies since the November 2, 2021 City Council meeting include the following:

- **Survey.** Between December 20, 2021, and February 28, 2022, the City conducted an online survey to receive community feedback that will help to create policies and programs that appropriately address the housing needs of current and future Dublin residents. The 10-question survey, available in English and Mandarin, focused on housing needs, desired housing locations, community assistance, fair housing, the vision for housing, and demographics. The City received 205 survey responses. Most respondents believe affordable and senior housing are missing in Dublin and prefer housing be located near transportation hubs. For complete survey results, refer to Attachment 3.
- **Workshops.** The City also hosted two Housing Element Workshops via Zoom on January 19, 2022, and February 17, 2022. The workshops provided an overview of the Housing Element and RHNA, potential sites to include in the Sites Inventory, progress to date, required policy and program topics, as well as next steps. The workshops also included an interactive component using an online tool called “Mentimeter,” where the attendees provided feedback on their housing experience, housing challenges and opportunities, and their vision for housing in Dublin. Community members expressed a desire for more affordable and transitional/supportive housing, introducing residential uses to underperforming retail centers, and general support for the proposed sites to include in the sites inventory. Concerns were also expressed about potential impacts on parks and about the referendum of the East Ranch project impacting the ability to bring more market rate and affordable housing to the community. Recordings of the workshops are available on the City's

YouTube channel and on the Housing Element Update webpage.

- **Property Owner Meetings.** Additionally, Staff hosted one-on-one meetings with property owners of the “Additional Sites” under consideration to be included in the Sites Inventory. Both the representative for the Alameda County Surplus Land Authority and Hacienda Crossings shopping center are supportive of having their non-residential properties rezoned to accommodate the RHNA.

Project Schedule and Next Steps

Table 4 below summarizes the key dates in the Housing Element Update Process:

Table 4. Key Dates	
Step / Task	Date(s)
Public Review of Draft Housing Element	April 7 – May 7, 2022
Planning Commission Review of Draft Housing Element	April 26, 2022
City Council Approve Draft Housing Element and Submit to HCD for Review	May 17, 2022
Environmental Review	June – November 2022
Revise Housing Element in Response to HCD’s Comments	August – November 2022
Adopt Housing Element Update	November 2022 - January 2023

ENVIRONMENTAL DETERMINATION:

The informational report on the Housing Element Update is exempt from the requirements of the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Section 15378.

STRATEGIC PLAN INITIATIVE:

Strategy 3: Create More Affordable Housing Opportunities.

Objective E: Update the City’s General Plan Housing Element in accordance with state law and to ensure an adequate supply of sites to accommodate the City’s Regional Housing Needs Allocation for the period 2023-31.

NOTICING REQUIREMENTS/PUBLIC OUTREACH:

The City Council Agenda was posted.

ATTACHMENTS:

- 1) City Council Staff Report, dated November 2, 2021, without attachments
- 2) Sites Inventory Map
- 3) Survey Results



STAFF REPORT

CITY COUNCIL

DATE: November 2, 2021

TO: City Council

SUBJECT: Status Report on the Housing Element Update, Regional Housing Needs Allocation, and Preliminary Sites Inventory
Prepared by: Michael P. Cass, Principal Planner

EXECUTIVE SUMMARY:

The City Council will receive a status report on the Housing Element Update, Regional Housing Needs Allocation, and Preliminary Sites Inventory. Each California city and county must update its General Plan Housing Element every eight years to adequately plan to meet the existing and projected housing needs for all economic segments of the community. Dublin's current Housing Element is for the 2014-2022 planning period. State law mandates updates to the Housing Element no later than January 2023 for the 2023-2031 planning period. Staff is seeking feedback from the City Council on policy direction about the Preliminary Sites Inventory. Following the meeting, Staff will finalize the sites inventory and incorporate it into the draft Housing Element for consideration by the City Council at a future public hearing.

STAFF RECOMMENDATION:

Receive the report and provide feedback on the Housing Element Update.

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 City's Fiscal Year 2021-22 Budget sufficiently covers this cost. The cost to prepare the Housing Element Update will be offset 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 via the Regional Early Action Planning (REAP) Grant Program.

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, enacted in 1969, 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.

The City’s current Housing Element covers the period of 2014-2022. The Housing Element must be updated and then certified by the California Department of Housing and Community Development (HCD) by January 2023 for the 2023-2031 planning period.

Regional Housing Needs Allocation

The Association of Bay Area Governments (ABAG) is responsible for creating a methodology for distributing HCD’s Regional Housing Needs Determination (RHND) across the local jurisdictions in the nine-county Bay Area. Distribution of the RHND results in each jurisdiction’s RHNA, which is the number of housing units the jurisdiction must plan for in the next Housing Element update. State law provides a series of statutory objectives that must be met in the RHNA methodology, including increasing affordability in an equitable manner, improving the balance between low-wage jobs and lower-income housing (jobs-housing fit), and addressing equity and fair housing. The statute also requires “consistency” between the RHNA and regional plans, such as Plan Bay Area.

On June 10, 2020, HCD released the RHND for the Bay Area, which identified 441,176 units (2.35 times the 187,990 units required in the current RHNA cycle). Distribution of the RHND includes two key components: 1) allocation of the total regional housing need across local jurisdictions; and 2) allocation of those total shares by income categories (i.e., very-low-, low-, moderate-, and above-moderate-income).

On January 21, 2021, the ABAG Executive Board approved the Draft Regional Housing Needs Allocation (RHNA) Methodology and submitted the draft methodology to HCD for review. On April 12, 2021, HCD confirmed the Draft RHNA Methodology furthers the RHNA objectives.

On May 20, 2021, the ABAG Executive Board approved the Final Methodology and Draft Allocation, which assigns 3,719 units of housing to the City of Dublin. Table 1 shows the City’s Draft Allocation by household income category for the 2023 – 2031 planning period:

Table 1. Dublin’s 2023-2031 Draft Allocation					
	Very-Low-	Low-	Moderate-	Above-Moderate-	Total
Draft Allocation	1,085	625	560	1,449	3,719

On July 9, 2021, the City filed an appeal of the Draft Allocation of 3,719 units based on direction of the City Council with emphasis on past performance and lack of suitable land, as well as the properties where the City does not have land-use authority. ABAG received appeals from 28 jurisdictions, including the City of Dublin. Based on the number of appeals filed, the ABAG Administrative Committee considered appeals on six dates in September and October 2021. The

City's appeal was heard by the ABAG Administrative Committee on September 24, 2021, and the Committee unanimously voted to preliminarily deny the City's appeal.

ABAG is anticipated to ratify the final determination of each appeal and issue Final Allocations that include adjustments from successful appeals in November 2021. If the total number of successfully appealed units is lower than 7% of the RHND (30,882 units), then ABAG shall redistribute the units proportionately. If the number is higher than 7% of the RHND, then ABAG may develop its own methodology to redistribute the units. The ABAG Executive Board will then conduct a public hearing and adopt the Final RHNA Plan in December 2021.

Preliminary Sites Inventory

The Housing Element must include an inventory of specific sites or parcels that are available for residential development to meet the RHNA. Land suitable for residential development must be appropriate and available for residential use in the planning period. Characteristics to consider when evaluating the appropriateness of sites include physical features (e.g., susceptibility to flooding, slope instability or erosion, and environmental considerations) and location (proximity to transit, job centers, and public or community services). Land suitable for residential development includes vacant sites that are zoned for residential development, underutilized sites that are zoned for residential development and capable of being redeveloped at a higher density or with greater intensity, and vacant and underutilized sites that are not zoned for residential development, but can be redeveloped for, and/or rezoned for, residential use.

On October 6, 2020, the City Council received a report on the Housing Element Update and RHNA. This included an overview of the framework for selecting sites to include in the Preliminary Sites Inventory. The City Council was generally supportive of evaluating the options presented by Staff and gave direction to include sites from the current Housing Element with by-right development rather than increase the minimum density as further discussed below.

Existing Sites

Staff prepared a Preliminary Sites Inventory to accommodate the Draft RHNA of 3,719 units. This inventory prioritizes pipeline projects, accessory dwelling units, and existing zoning to accommodate the RHNA before looking to rezone additional sites. Refer to Attachment 1 for a map of existing sites. The following describes these components of the Preliminary Sites Inventory:

- **Pipeline Projects:** Pipeline projects are those that are at any stage within the City's entitlement process or under construction as of December 15, 2022, but that have not obtained a certificate of occupancy. An estimated **2,723 units are in the pipeline**, including 266 very-low, 128 low, 202 moderate, and 2,127 above-moderate units. Staff made these estimates based upon approved entitlements, pending applications, and City Staff knowledge of forthcoming projects and inquiries with prospective applicants. It is noteworthy that the pipeline projects exceed the City's allocated above-moderate-income units. Refer to Attachment 2 for a list of these projects.
- **Accessory Dwelling Units:** Staff anticipates that the Site Inventory will include **149 very low-, 82 low-, and 17 moderate-income accessory dwelling units (ADUs)**. HCD's recent Housing Element certifications have allowed ADUs to be included in the Sites Inventory at a rate of

two times the average ADUs built annually from 2018 – 2021 and multiplied that by eight years to estimate ADU development for 2023 – 2031. Using this methodology, approximately **248 ADUs** are included in the Preliminary Sites Inventory. ADU quantity and affordability level estimates are tentative based on recent Housing Element certifications. In the Bay Area, the actuals are likely to be based on ABAG’s methodology in development for approval by HCD and use by local jurisdictions. ABAG’s methodology is anticipated to be similar to the methodology approved by HCD in other certifications, which is based upon market conditions for ADUs rented in the region. HCD may perform a review of ADU production (based on Annual Progress Reports) two years into this next planning period and jurisdictions may need to identify additional sites if the ADU projections are not being met. Unlike other units, the location of anticipated ADUs do not need to be mapped in the Preliminary Sites Inventory.

- **Existing Zoning:** The City can take credit in the Preliminary Sites Inventory for existing zoning capacity as discussed below.
 - **5th Cycle Moderate-Income Sites:** Staff has identified eligible sites from the current Housing Element that can be included in the Site Inventory to accommodate **252 moderate-income units**. State law limits a jurisdiction’s ability to re-use certain sites from the prior RHNA cycle. Those limits only apply to sites used to meet the lower-income categories. See below. A number of 5th Cycle Sites were designated as moderate or above-moderate-income sites, since they do not meet the minimum density of 30 dwelling units per acre required to count for lower-income categories. These sites can accommodate 252 units.
 - **Public/Semi-Public Sites:** Two Public/Semi-Public Sites in Eastern Dublin can accommodate **134 lower-income units**. On June 15, 2021, the City Council adopted a General Plan and Eastern Dublin Specific Plan Amendment to change the land use designation of 2.5 acres of the GH PacVest and 2.0 acres of the East Ranch properties from Semi-Public to Public/Semi-Public. This amendment allows a broader range of uses, including the potential for affordable housing developed by a non-profit entity. These sites can accommodate 134 lower-income units, as the allowed densities exceed 30 units per acre.
 - **Downtown Dublin Development Pool:** Within the Downtown Dublin Specific Plan, **828 units** remain in the Development Pool and, if the Housing Element meets certain requirements, the Sites Inventory for the lower-income categories may include 828 lower-income units in Downtown Dublin. Non-vacant sites that were identified in a prior Housing Element may not be counted towards RHNA unless: (a) the sites are zoned to allow up to 30 dwelling units per acre (they are) and (b) the Housing Element requires the sites be rezoned by 2026 “to allow residential use by right for housing developments in which at least 20 percent of the units are affordable to lower-income households.” A “use by right” is one in which the use does not require “a conditional use permit, planned unit development permit, or other discretionary local government review or approval” that would be subject to CEQA review, although it specifically allows for design review. In October 2020, the City Council gave direction to prioritize reusing such sites rather than up-zoning other property. These units in the Development Pool could be counted as lower-income units if the

City commits in the Housing Element to rezone the sites within 3 years to allow as a use by right housing developments in which at least 20% of the units are affordable to lower income households.

Table 2 below details how the various proposed components of the Preliminary Sites Inventory above would reduce the City’s RHNA and require that the inventory include a site or sites that could accommodate 247 lower-income units.

Table 2. Dublin’s Remaining Need				
	Very-Low- and Low-	Moderate-	Above- Moderate-	Total
Draft Allocation	1,710	560	1,449	3,719
Pipeline Projects	394	202	2,127	2,723
Accessory Dwelling Units	149	82	17	248
5th Cycle Sites	-	252	-	252
Public/Semi-Public Sites	134	-	-	134
Downtown Dublin	786	42	-	828
Remaining Need	247	(18)	(695)	247

To minimize the number of additional sites needed to accommodate the RHNA, Staff prepared an inventory scenario that assumes 100% of the units produced on the Public/Semi-Public sites and in Downtown Dublin would be affordable to lower-income households. This approach avoids the need to identify a significant number of additional sites that would need to be rezoned at densities of at least 30 units per acre.

On the other hand, this approach would create certain consequences under the “No Net Loss” law (Government Code § 65863) that are important considerations. Among other things, the “No Net Loss” requires a jurisdiction, if it approves a project on a site included in the Site Inventory with fewer than the number of lower-income units identified in the inventory, to identify additional sites to continue to accommodate the RHNA by income level. It is unlikely that 100% of the units actually produced on the Downtown Dublin sites would be affordable to lower-income households. The Public/Semi-Public Sites are likely to develop with affordable housing because the land use designation only allows residential uses if 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.”

Therefore, if the actual development of these Downtown Dublin sites includes all or some portion of market rate units, the City will be required to identify new sites – within 180 days of the project approval – to accommodate the lower-income units that were included on the sites in the inventory. Quickly completing such an identification may be a difficult undertaking.

The City could limit this consequence of the “No Net Loss” law by assuming that a lower percentage of the units would be affordable to lower-income households. However, such an

alternative approach would require the Housing Element to include an increased number of sites in the Sites Inventory and would increase the overall number of units planned in the community.

Given the significant policy implications of either approach, Staff believes it prudent for the City Council to consider both approaches. Tables 3 and 4 below illustrate two affordability scenarios for the units in the Downtown: 100% and 50% affordable. The 100% affordable scenario could accommodate all but 247 RHNA units using existing sites. Alternatively, the 50% scenario can accommodate all but 644 RHNA units using existing sites. Both scenarios show a surplus of above-moderate-income units, since the Pipeline Projects exceed the City’s allocated above-moderate-income units, and the 50% scenario assumes half the units in the Downtown are affordable and half are above-moderate-income units.

Table 3. Remaining Need with Downtown 100% Affordable Scenario				
	Very-Low- and Low-	Moderate-	Above- Moderate-	Total
Downtown Dublin	786	42	-	828
Remaining Need	247	(18)	(695)	247

Table 4. Remaining Need with Downtown 50% Affordable Scenario				
	Very-Low- and Low-	Moderate-	Above- Moderate-	Total
Downtown Dublin	389	25	414	828
Remaining Need	644	(1)	(1,109)	644

It should be noted that the 100% scenario (Table 3) clusters most of the lower-income RHNA units in the Downtown. This approach further assumes that all remaining units in the Downtown Development Pool (i.e., 828 units) would be lower-income units. These units would be in addition to the 839 already existing and planned lower-income units in the Downtown.

As an additional consideration, this Housing Element cycle includes for the first time an express requirement the Housing Element “affirmatively further fair housing.” Affirmatively furthering fair housing means “taking meaningful actions, in addition to combating discrimination, that overcome patterns of segregation and foster inclusive communities.” These new statutory obligations charge all public agencies with broadly examining their existing and future policies, plans, programs, rules, practices, and related activities and make proactive changes to promote more inclusive communities. Concentrating affordable housing in the Downtown has benefits, such as promoting transit-oriented development, decreasing household transportation expenses, and decreasing greenhouse gas emissions; however, HCD and others may argue that concentrating affordable housing in one area is inconsistent with the obligation to affirmatively further fair housing.

Additional Sites

As discussed above, the City would have to include an additional 247 or 644 units in the Sites Inventory, depending on the level of affordability as illustrated in the two scenarios above (Tables 3 and 4). This section addresses the potential “additional sites” that could accommodate the remaining need.

All of the remaining need is in the “lower income” category, which requires sites allow “at least 30 units per acre.” To satisfy the additional remaining need, the City will need to amend the General Plan and/or rezone additional sites to accommodate these units. For each of these additional sites, Staff and the consultant assigned a potential density between 30 and 85 units per acre. The proposed densities are based on other similar existing sites/developments in Dublin. The assigned density for the additional sites could be adjusted based on direction from the City Council. Refer to Attachment 3 for a map of the additional sites.

Staff has identified the following properties that could accommodate the remaining units:

- **Development Pool Amendment:** The City could amend the Downtown Dublin Specific Plan to increase the Downtown Development Pool. This action would be consistent with the Downtown Dublin Preferred Vision which contemplates the need for additional units to support the transition of Dublin Place and Dublin Plaza over the term of 30-50 years. Such changes could accommodate between **1,200 - 2,200 lower-income units**. The City can maintain the Downtown Development Pool after the Housing Element Update.
- **Alameda County Surplus Properties:** The General Plan land use designation for the remaining 13.35-acre undeveloped sites at the Transit Center (Sites D-2 and E-2) is currently Campus Office. If developed at a density of 85 units per acre, which is consistent with the existing development at the Transit Center, such as Avalon at Dublin Station and Dublin Station by Windsor, then these sites could accommodate up to **1,133 lower-income units**, not including the southern portion of Site D-2 where the Westin Hotel is approved.
- **SCS Property:** The SCS Property is the vacant 76.9-acre property located north of I-580 between Tassajara Road and Brannigan Street and extending to the north of Gleason Drive. The existing General Plan and EDSP assume residential development of 261 units. This site is the subject of a General Plan Amendment Study. The City Council directed Staff to work with the property owner to conduct a community outreach process to gather input on the future use and development of the property. That process is underway and the number of residential units on this site has not yet been determined.
- **Hacienda Crossings:** Rezoning a portion of Hacienda Crossings for mixed-use development at a minimum density of 48 units per acre could accommodate up to **1,839 lower-income units**. Staff preliminarily envisions such density to result in a product like the Waterford Place Apartments, while balancing other impacts such as traffic and parking.
- **North Side of Dublin Boulevard:** Rezoning the commercial sites on the north side of Dublin Boulevard, between Dublin Court and Clark Avenue to a minimum density of 30 du/acre could accommodate up to **548 lower-income units**. This density would be consistent with the existing Tralee Apartments located in the vicinity and meets the minimum density requirement to qualify as lower-income units. Additionally, the Tralee Apartments could be

cited as an example to HCD about the viability of these properties being redeveloped.

- **IKEA Site:** Rezoning approximately seven acres of the Ikea site not slated for the IKEA store to a minimum density of 48 units per acre could accommodate approximately **315 lower-income units**. This density would be like that of the Waterford Place Apartments, which is the density Staff preliminarily envisions could be accommodated on this site, while balancing other impacts and development standards, such as traffic and parking.
- **Hexcel Corporation Site:** The Hexcel Site, located at 11711 Dublin Boulevard directly west of the Dublin Historic Park and Museums, comprises two parcels totaling 8.95 acres. Hexcel will be relocating from this site which is currently available for sale. The entire site has a General Plan Land Use of Business Park/Industrial. Both parcels are in the Dublin Village Historic Area Specific Plan and have a Business Park/Industrial land use. The eastern portion of the site is zoned Light Industrial (M-1) and the western portion of the site has Planned Development Zoning that allows Commercial-Office (C-O) uses. If the site is redeveloped at a minimum density of 30 units per acre, then **264 lower-income units** could be accommodated. This density was selected as it meets the minimum density requirement to qualify as lower-income units.

Table 5 below summarizes the potential sites to accommodate Dublin’s remaining need of 247 or 644 units, depending on the level of affordability as illustrated in the two scenarios:

Table 5. Potential Sites to Accommodate Remaining Need	
Site	Potential Number of Units
Development Pool Amendment and Retail District Up-Zoning	1,200 - 2200 units
Alameda County Surplus Properties	1,133 units
SCS Property	TBD
Hacienda Crossings	1,839 units
North Side of Dublin Boulevard	548 units
Ikea Site	315 units
Hexcel Corporation Site	264 units

When selecting “Additional Sites,” notable factors and characteristics to consider include, but are not limited to, the following:

- Proximity to Public Transit and Vehicle Miles Traveled
- Displacement of Existing Uses
- Probability of Redevelopment
- Mix of Compatible Uses
- Site Constraints
- The extent to which a particular site affirmatively furthers fair housing

Tables 6 and 7 illustrate potential options to accommodate the remaining RHNA units again using the assumption that either 100% or 50% of the units on these sites are produced as affordable units. Simply for illustrative purposes, Table 6 adds 247 units at the Transit Center. Table 7 adds 450 units at the Transit Center and 194 units at Hacienda Crossings.

Table 6. Preliminary Sites Analysis Example (100% Affordable Scenario)				
	Very-Low- and Low-	Moderate-	Above- Moderate-	Total
Pipeline Projects	394	202	2,127	2,723
Accessory Dwelling Units	149	82	17	248
5th Cycle Sites	-	252	-	252
Public/Semi-Public Sites	134	-	-	134
Downtown Dublin	786	42	-	828
Alameda County Surplus Properties	247	-	-	247
Total	1,710	578	2,144	4,432

Table 7. Preliminary Sites Analysis Example (50% Affordable Scenario)				
	Very-Low- and Low-	Moderate-	Above- Moderate-	Total
Pipeline Projects	394	202	2,127	2,723
Accessory Dwelling Units	149	82	17	248
5th Cycle Sites	-	252	-	252
Public/Semi-Public Sites	134	-	-	134
Downtown Dublin	389	25	414	828
Alameda County Surplus Properties	450	-	450	900
Hacienda Crossings	194	-	194	388
Total	1,710	561	3,202	5,473

As shown in Table 6 above, the 100% affordable scenario would result in 4,432 units, including 713 more units than the City's Draft Allocation. Most of that excess includes 678 above-moderate-income units in the project pipeline. This option still relies on all remaining units in the Downtown Development Pool to satisfy a portion of the lower-income category. However, this reliance on the units in the Downtown could be reduced by increasing the number of lower-income units placed on the Alameda County Surplus Properties.

As shown in Table 7 above, the 50% affordable scenario would result in 5,473 units, including 1,754 more units than the City's Draft Allocation. That excess above our Draft Allocation primarily includes above-moderate-income units in the project pipeline, Downtown Dublin, Alameda County Surplus Properties, and Hacienda Crossings. This results from the assumption that only 50% of the units on those sites would be affordable. This scenario would reduce the clustering of lower-

income units in the Downtown by only relying on approximately half of the current Development Pool to satisfy the lower-income categories.

Staff seeks feedback from the City Council on the following questions:

1. What percentage of planned units should be assumed as affordable on opportunity sites? Should Staff assume 100%, 50%, or a different percentage of affordable units?
2. Based on the requirement to affirmatively further fair housing, should an emphasis be placed on providing lower-income affordable units in the Downtown or should they be dispersed throughout the City?
3. Which “Additional Sites” should be prioritized to accommodate the RHNA obligation not met by “Existing Sites”?

Following the meeting, Staff will work with the Consultant to refine and finalize the sites inventory to be included in the Housing Element which the City Council will consider adopting at a future public hearing.

Project Schedule and Next Steps

Table 8 below summarizes the key dates in the Housing Element Update Process:

Table 8. Key Dates	
Step / Task	Date(s)
Public Outreach (Survey and Stakeholder Workshops)	November 2021 – February 2022
City Council Approve Draft Housing Element and Submit to HCD for Review	May 2022
Environmental Review	June – November 2022
Revise Housing Element in Response to HCD’s Comments	August – November 2022
Adopt Housing Element Update	December 2022 / January 2023

ENVIRONMENTAL DETERMINATION:

The informational report on the Housing Element Update is exempt from the requirements of the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Section 15378.

STRATEGIC PLAN INITIATIVE:

Strategy 3: Create More Affordable Housing Opportunities.

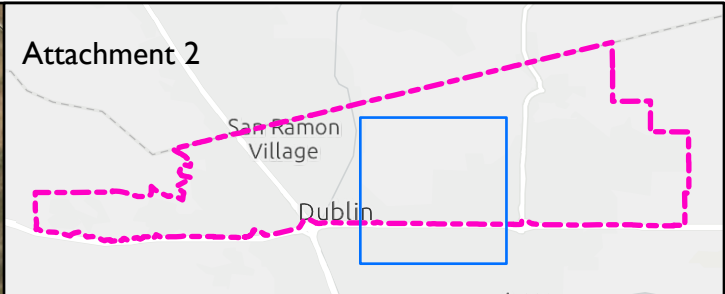
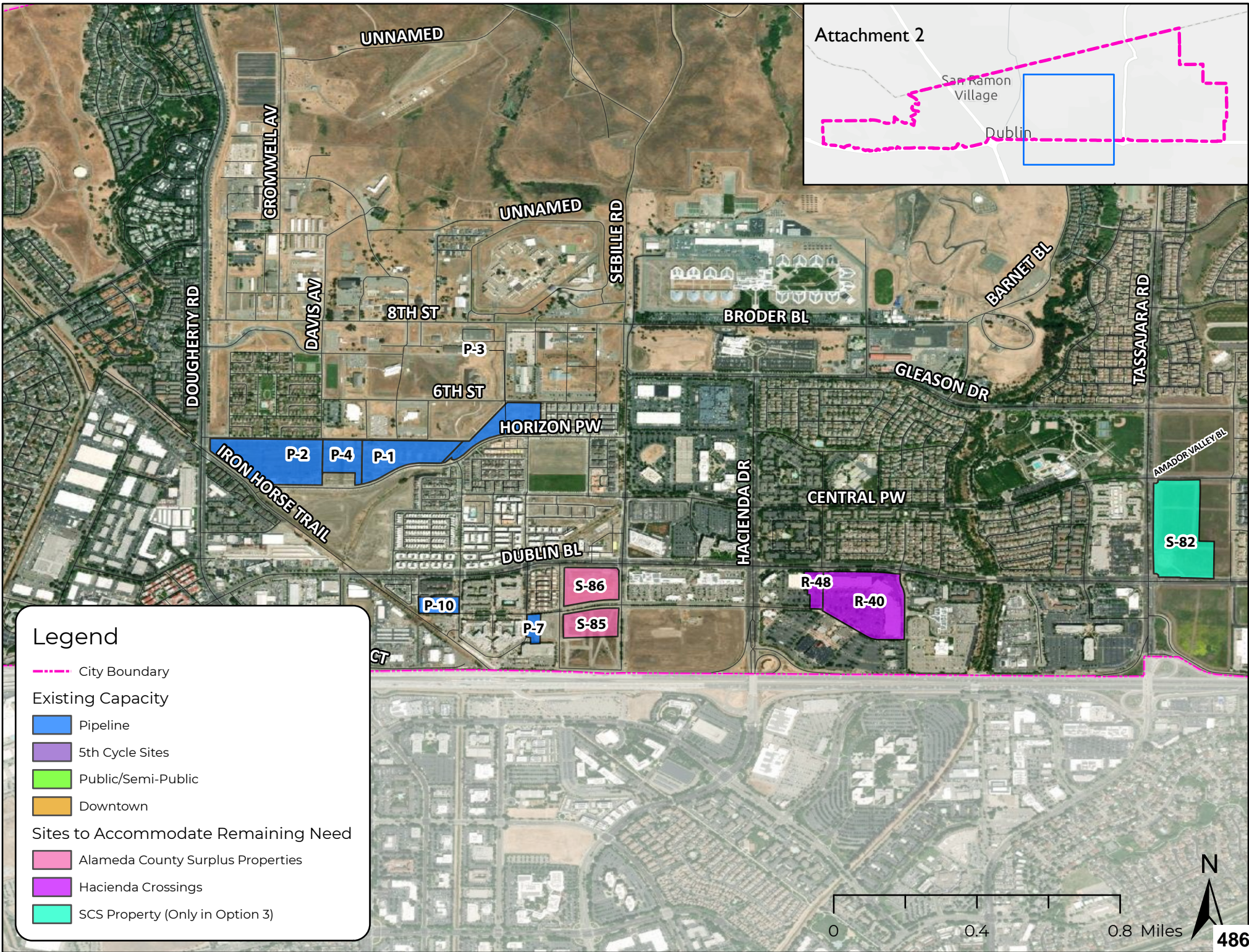
Objective E: Update the City’s General Plan Housing Element in accordance with state law and to ensure an adequate supply of sites to accommodate the City’s Regional Housing Needs Allocation for the period 2023-31.

NOTICING REQUIREMENTS/PUBLIC OUTREACH:

The City Council Agenda was posted.

ATTACHMENTS:

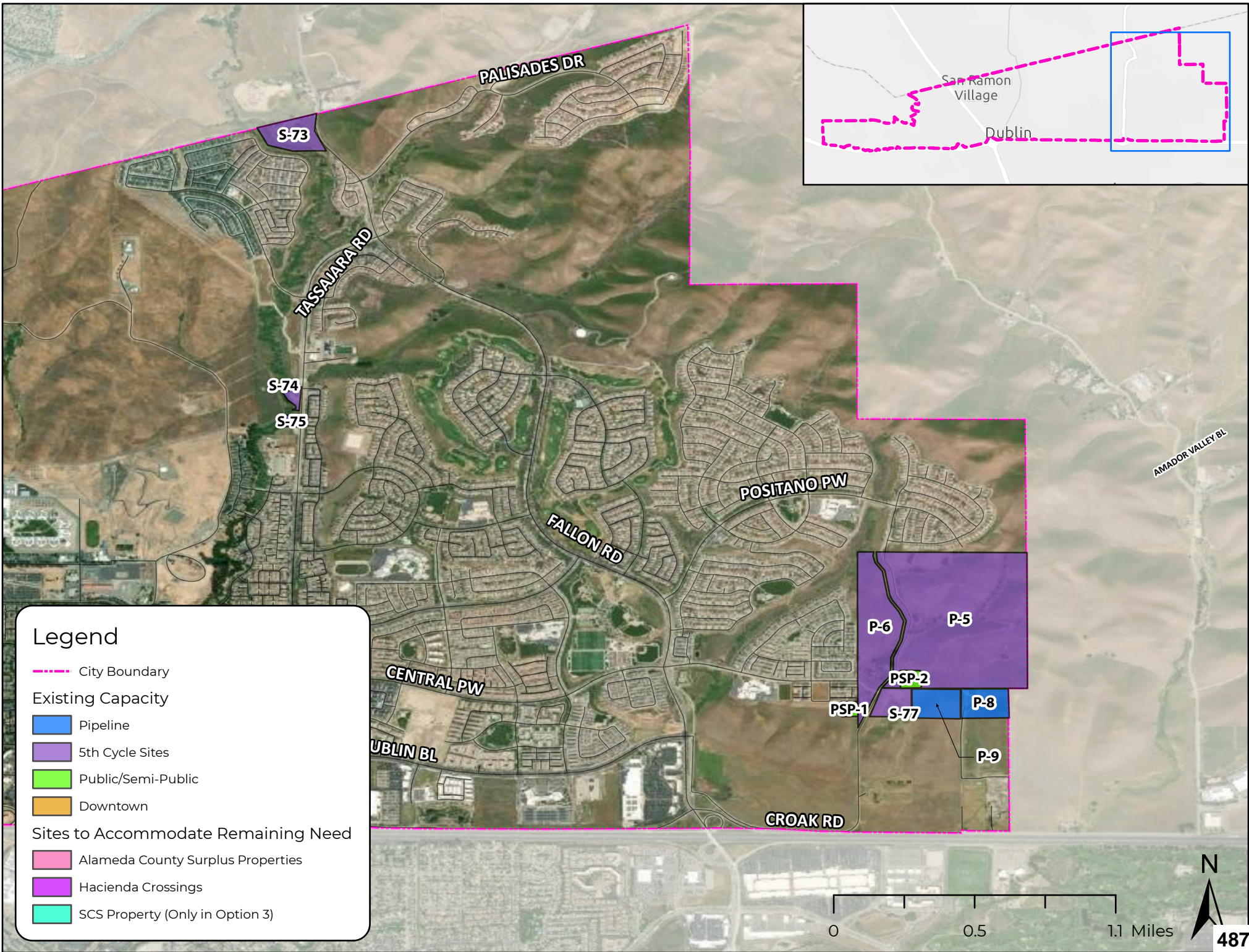
- 1) Map of Existing Sites**
- 2) Pipeline Projects Table**
- 3) Map of Additional Sites**



Legend

- - - City Boundary
- Existing Capacity**
 - Pipeline
 - 5th Cycle Sites
 - Public/Semi-Public
 - Downtown
- Sites to Accommodate Remaining Need**
 - Alameda County Surplus Properties
 - Hacienda Crossings
 - SCS Property (Only in Option 3)





Legend

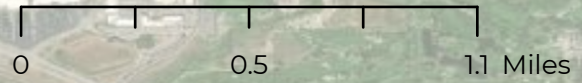
--- City Boundary

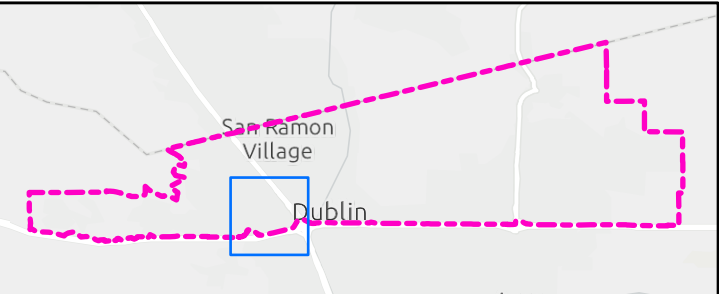
Existing Capacity

- Pipeline
- 5th Cycle Sites
- Public/Semi-Public
- Downtown

Sites to Accommodate Remaining Need

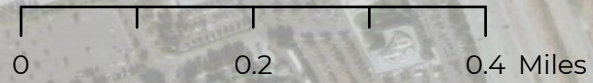
- Alameda County Surplus Properties
- Hacienda Crossings
- SCS Property (Only in Option 3)





Legend

- - - City Boundary
- Existing Capacity
 - Pipeline
 - 5th Cycle Sites
 - Public/Semi-Public
 - Downtown
- Sites to Accommodate Remaining Need
 - Alameda County Surplus Properties
 - Hacienda Crossings
 - SCS Property (Only in Option 3)

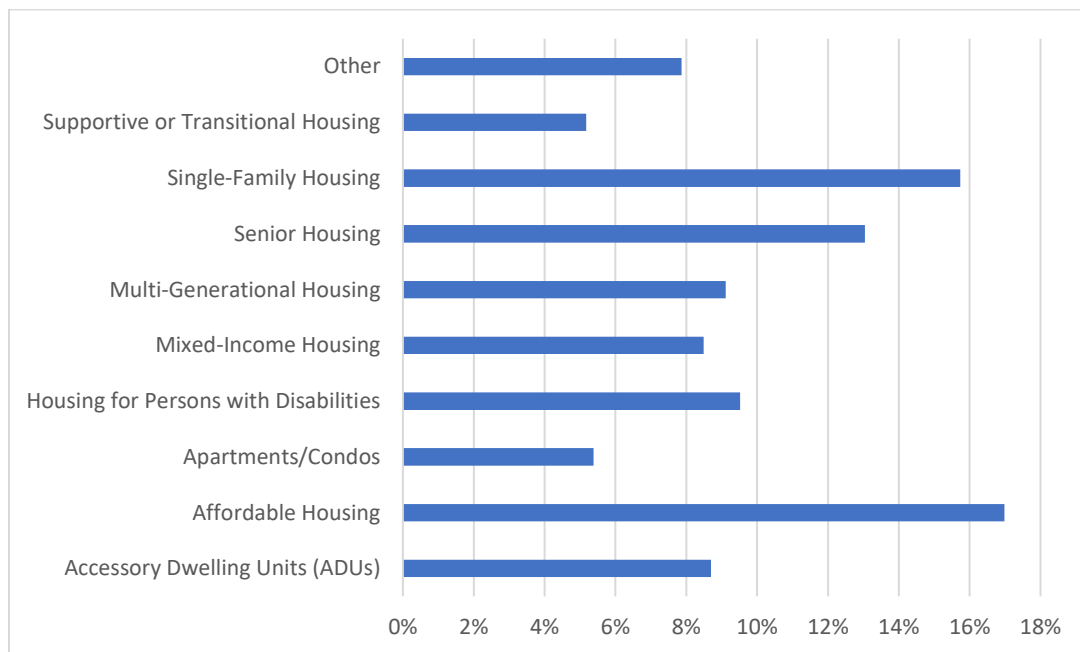


Housing Element Survey Results

From December 20, 2021 through February 28, 2022, the City of Dublin launched an online community survey to gather input and feedback regarding the Housing Element Update. Participants were asked to report on their housing experience in Dublin, consider potential policies and programs, and reflect on future housing opportunities in the City. A total of 205 surveys were completed and submitted. Below is a summary of the results.

Housing Types

What Types of housing do you think Dublin is missing? (Please select all that apply)

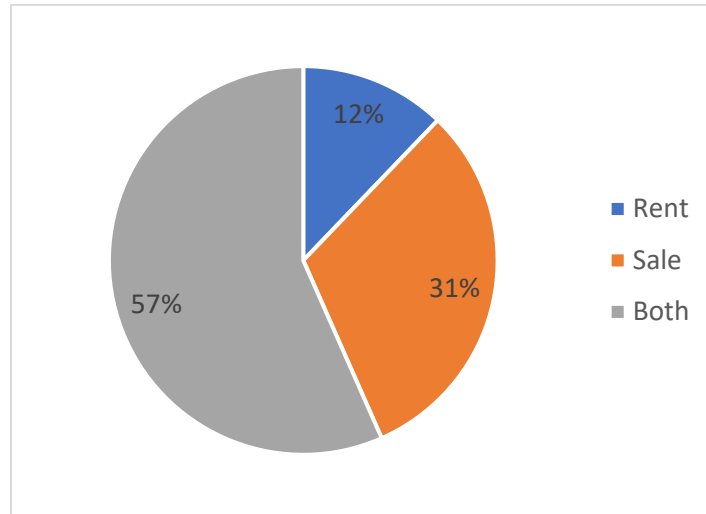


Other:

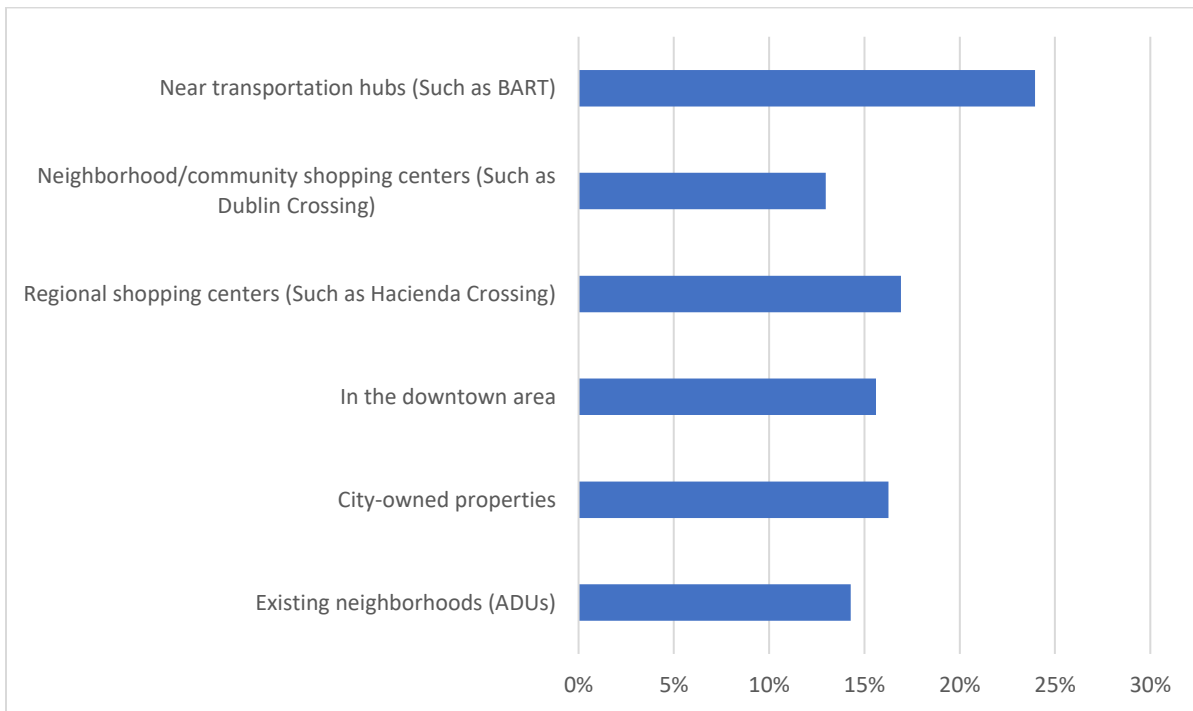
- One-level
- Assisted living through memory/long-term care
- Housing for Dublin workers earning minimum wage
- Low income/senior and diverse housing on the east side of town
- Middle income family housing
- Homes with yards
- Enough housing
- More schools

2023-2031 Housing Element Update
Housing Element Survey Results

What type of housing, for rent or for sale, do you think is needed?



Where do you think the City should locate future housing that is required to be planned for in the Housing Element update? (Please select all that apply)



Housing Program Opportunities

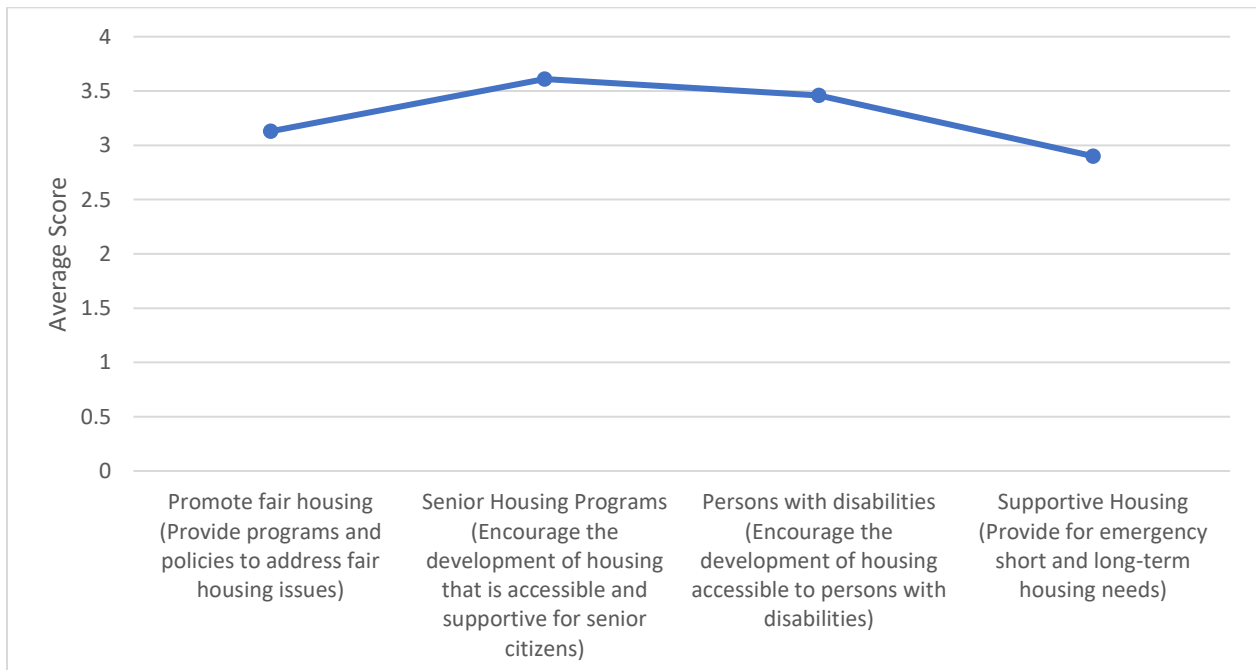
Community Assistance:

Please rate the following based on importance to the community. (1 being the least important and 5 being the most important)



Fair Housing:

Please rate the following based on importance to the community. (1 being the least important, 5 being the most important)



Vision for the Future

In 10 words or less, describe your vision for the future of housing in Dublin.

Infill and affordable housing
Affordable, quality housing for first time home buyers.
I don't to see over population nor do I want to have a lot of low income properties.
Equitable, affordable housing/good neighborhoods for all income levels.
Senior, stand-alone housing, single level.
Not growing.
No more honeycombs. 4-unit max groupings for apts, townhouses.
Town homes located in infill areas or underutilized retail. Leave open space open
Less houses. BUILD MORE SCHOOLS TO SUPPORT NUMBER OF HOMES HERE!
Need middle school and elementary school existing schools are overcrowded.
don't screw up property values
Low and middle income housing desperately needed
Dublin needs to stop additional housing and focus on supporting infrastructure. The city has become a plague of development and homes. Traffic is ridiculous.
Dublin WILL continue to grow; supply needs to keep up.
I think future housing should be scaled way down.
Stop building
Dublin is pretty much built out. We need closer to home employment, not more housing
inclusionary housing by private developers. no more huge apartment buildings.
NO MORE HOUSES PLEASE. The Dublin streets and corresponding freeways cannot handle more houses.
Where people from all incomes can find a home.
Just enough
Land in Dublin is already quite filled up and the school district can't keep up. No more new housing
Affordable housing for mixed demographic population with access to schools, utilities, and basic infrastructure
Stop adding more houses to an already overpopulated city. Keep Dublin small.
More spacious single family homes with bigger lot six having more space between two adjacent homes.
Plan for baby boomers to remain in Dublin to open up existing houses to new families.
Equitable, fair, and transparent community needs.
Please have a affordable housing for low income families
For seniors.
Inclusive for all current and new residents
STOP the excessive overbuilding! Especially the dense housing of condos/townhomes. Dublin should not bear the sole responsibility for any housing shortage for the entire county/state. Schools are overcrowded, roads are overcrowded, great majority of residents agree we are overcrowded and also agree the explanation given to us that the City is required to continue building thousands of units is ridiculous. If this is the case, then push back and do something to change it. STOP allowing those outside our City to determine the well-being of our City based on reports and numbers read from afar. Those that live here and those that have taken positions responsible for our best interests have an obligation to fight for our best interests even when it's hard and even when it's directly against current established criteria/rules. Circumstances change and therefore rules and criteria may also

2023-2031 Housing Element Update
Housing Element Survey Results

require change. STOP the building! DEMAND CHANGE to the current criteria. DO WHAT'S BEST AND WANTED FOR OUR RESIDENTS.
Denser housing that makes Dublin more walkable
stop sprawl, start building up, and support mixed-use
Affordable housing for Next generation to stay in Dublin.
Housing Maintenance / mortgage programs for disabled and elderly persons.
Diverse
Dublin is the city of choice for East Bay area
Housing in Dublin should be easily affordable and publicly funded.
It MUST involve additional community infrastructure.
Dublin needs more housing but spread out, not near to existing congested areas.
Less high density housing due to water shortage, climate change, and full schools. More senior citizen housing or senior communities.
accessible to all
No more housing at all.
Add housing to shopping centers, similar to the Waterford Place Apartments which sit above and adjacent to the Shops at Waterford. These properties are generally located near major traffic arteries and transit lines and can support increased density. Adding housing will also support retail without increasing vehicular travel.
Housing for all
Stop building!
Walkable, mixed-use, transit-oriented development
Provide help with SB 9 application
relentless development of large, trashy high-density eyesores
A great place for everyone to live.
I feel the city is overbuilt and overcrowded. More focus on improving infrastructure is needed than housing.
Stopping growth is futile, we need to increase housing supply
dense, accessible, affordable, inclusive, diverse, maintained, transit-oriented
I wish housing didn't outpace schools, but homebuilders rule us.
Modern and mixed with commercial areas and near public transportation
Affordable for housing for anyone to be able to live in this city.
Balanced housing with schools, commercial and SF/MF properties
Nice, safe community close to everything with range of housing options
Slow, steady growth that the schools can keep up with
affordable for those that grew up in this community, currently live and work here
Transit oriented housing for all income levels
Do not construct or allow housing until new schools are built
Smart growth does not burden residents
Dublin should invoke a 10-year moratorium on any new development and focus on failing infrastructure. Schools are overcrowded, there's a traffic nightmare on city roads, city services cannot support any new development. City council has turned Dublin into a concrete jungle and needs a break.
Dublin is overcrowded and there is no infrastructure to support any more homes. STOP Building new homes
Plenty of housing options for people

2023-2031 Housing Element Update
Housing Element Survey Results

Dublin Boulevard should have a strong sense of place defined by 4 to 5 story apartments and condos.
Diverse, welcoming to all income levels and ages
We need more single family houses in Dublin
Less condos/stack n pac. Dublin Blvd/Bart areas so congested!
Where housing is seen as a right not a privilege and there is greater understanding that housing is not primarily an investment but a necessity. I hope to see communities with mixed styles of housing, so neighborhoods aren't separated into silos
Overcrowded high density housing is not recommended nor needed.
Less dense in fill housing
Have east Dublin get their share of more diverse housing types vs packing it all into west Dublin so it's not in their fancy backyards & neighborhoods
More housing but not in small downtown area
Great families and affordable housing
Less density
More affordable housing
More housing for all income levels is needed
Pause on housing development to allow infrastructure and schools to catch up.
SCS planning need more open space and infrastructure than housing
Don't turn into Fremont, you're starting to
Affordable
More supportive amenities and parks.
Quiet, safe, affluent, vibrant community
Stop the massive growth. More parks and open land.
no more housing! we are over capacity
More green, fewer new homes
No more dense neighborhoods. More infrastructure.
We need city rule for SB-9
More village like with higher core density areas and transit
Provide more mid-size (1300 - 1600 sq) affordable single-family houses (600K - 800k), instead of building BIG million dollars houses.
low-income housing, affordable housing is still out of reach.
Have more parks and less traffic. It is getting really crowded
One that has much less Mello Roos taxation
Sustainable environmentally conscious inclusive green spaces and community gardens
We need more retail to keep the revenue here.
For young family
Single family homes. Affordable rentals
Sick of stack and pack. NO ADUs. Changes character of neighborhood.
Better living for all
Best housing in the bay area
Available and Affordable to all
Someone in middle single income household 130k could afford a house HERE new perf everything is 780k++
no more housing. it's already too much

2023-2031 Housing Element Update
Housing Element Survey Results

A significant reduction in the future approval of an unsustainable number of profligate housing developments.
High density housing ruining character of Dublin please stop it.
Build schools, not houses.
More single family houses needed
Slow down the building. Provide infrastructure.
No more new homes in Dublin. Enough is enough.
Affordable and accessible housing for every income level
Large single family homes with backyards
Please stop building!!! Dublin is full
Affordable single family houses for first time home buyers
Less density
Less houses
More individual homes. No more townhomes!
Walkable (accessible), sustainable. and neighborhood friendly.
needs based. not haphazard. Organized plans. not changed because business.
Develop without impacting already overcrowded schools, traffic, or community safety.
Semi-high-rise
Dublin used to be a great community existing primarily of single family homes. Now Dublin is known for apartments and townhomes. Outsiders don't think of Dublin as having traditional neighborhoods of single family homes. Dublin should work to get back to the neighborhoods which were integral in establishing a great community for families.
Keep the small town feel of the city.
Dublin doesn't need any more condos or apartments
Smaller lot sizes. Build upwards. Don't neglect parks and traffic.
Single family detached homes with neighborhoods and yards are necessary.
Aesthetically pleasing, slow down planning, more schools
More schools for houses.
AFFORDABLE single family homes mixed with apartments and townhomes
More diversity inclusive neighborhoods
Affordable with supporting infrastructure such as schools and roads
Slow Down. Think 100 year plan.
Housing available for all types of individuals and families
less single-family, actually enough homes for those who want them
It's already doomed, between DUSD and the City of Dublin there is no hope.
Less density, affordable 55+ single family home community
housing that never exceeds infrastructure capacity - roads, water, transportation
Inclusive housing that builds a wonderful safe community
No need to construct new homes. Already too crowded
In need of single family homes with big backyards
Make it less crowded
Yards, community, trees
NO MORE HOUSING DEVELOPMENTS PLEASE! DUBLIN TOO OVERBUILT AND CROWDED.
More schools and parks. Less high density communities
More affordable housing to allow for opportunities for families

2023-2031 Housing Element Update
Housing Element Survey Results

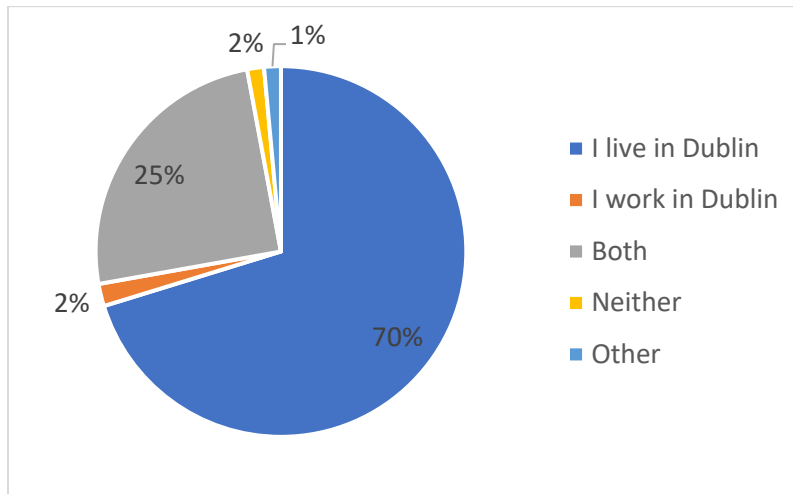
Have homes with large lot sizes
Need affordable housing, many of us are leaving Dublin because of housing costs....
Stop building multi-level townhouse style expensive condo developments.
Housing accessible to a mix of socioeconomic backgrounds
Balanced semi-urban open space town
Affordable, multigenerational, and senior housing especially on the eastern side.
Too many already, need community facilities
Housing needs are adequate, if you don't preserve the nature and adjust only according to human needs, we will lose our way, let's not cram the city.
A shining example for the region for YIMBY, especially near Transit
No more housing, more libraries
Accessible for working class that works here
develop housing that creates prestige neighborhood to better the city
Build more homes.
More schools, less houses. Dublin school ratings have dropped due to overcrowding
Don't use up all the lands. Save some for future.
Please stop building these horrible tri-level homes with no front or backyards. We need single family 2-story homes with yards.
No further development, keep small town feel
Stop building homes!
More affordable housing and schools
I'm hoping that only single homes will be built in the future as there is enough high rise condos now. It's beginning to look like downtown New York or Detroit with only concrete for the children to play on. Dublin was once a beautiful country setting that attracted residents that wanted to leave the City. Now we are a City with not so many green space. Who is responsible for making all the decisions to compartmentalize people in square condos where your neighbor can hear you talking? Really, we've lived here for 50 plus years and are very disappointed in how Dublin has changed. More people, more accidents, more crime, more disagreements between neighbors, more litter etc. My vision is not a good one.
Fewer multi-family complexes; lower density
Stop building. Every piece of land does not have to have a structure on it. Nor are there the resources to support additional and continual building of homes. The population is declining for crying out loud.
Building up lots of, affordable, transit accessible, mixed-used units.
No more housing is my vision for Dublin's future.
STOP DESTROYING DUBLIN BY BUILDING ON EVERY SQUARE INCH!
Provide housing that facilitates resident investment in Dublin's 5-star status.
Less housing, more infrastructure like schools and parks please!
Turn existing buildings into housing. Toysrus, vacant buildings
More affordable options for all types of dwellings including for rent and for sale - also for seniors.
Only low income condos in built areas. Open land undeveloped

Demographics

The following questions will help us understand who in the community is participating in the process. Your information will be kept private.

2023-2031 Housing Element Update
Housing Element Survey Results

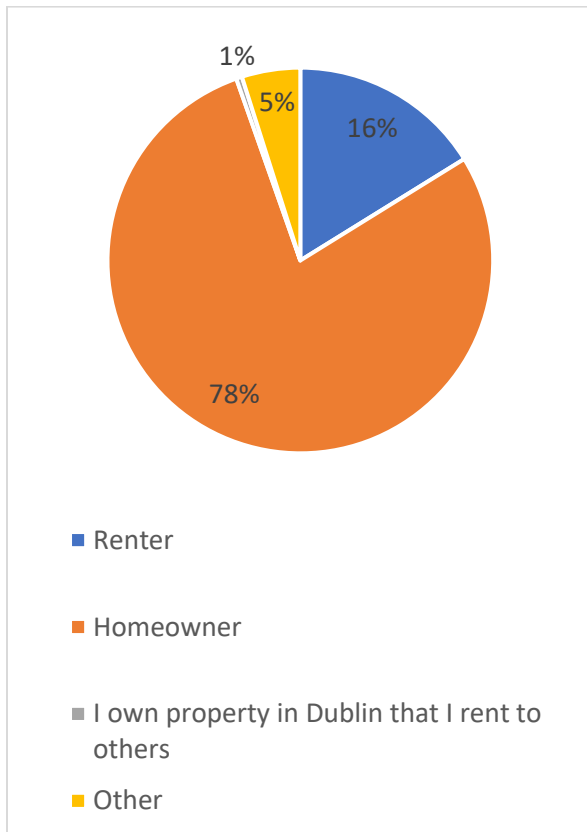
Do you live or work in Dublin?



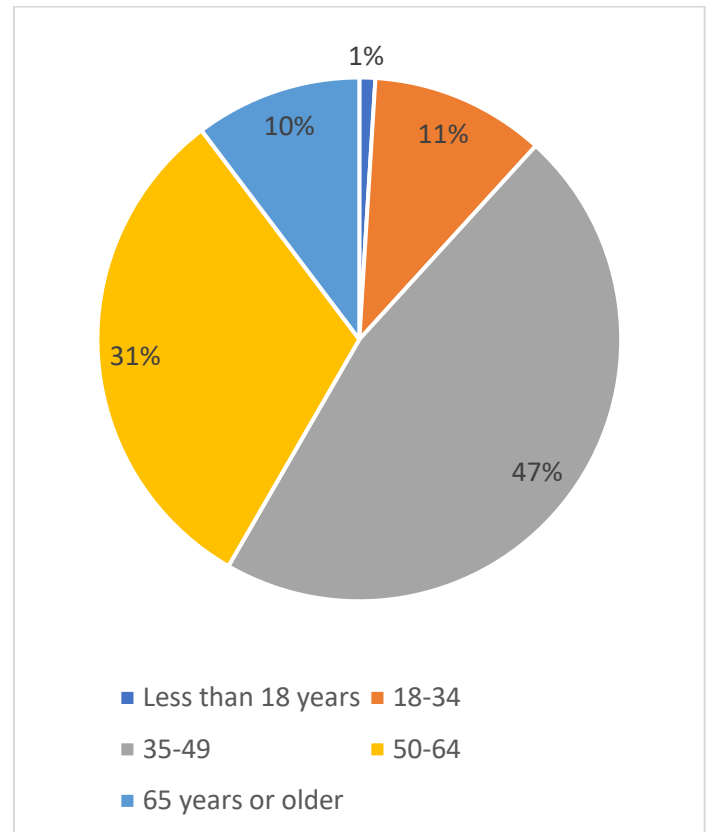
Other:

- Live with parents
- Dependent of a homeowner

Are you a renter or homeowner?



What is our age?





DUBLIN
CALIFORNIA

Housing Element Update Check-In

City Council
March 15, 2022

Agenda

- Background
- Preliminary Sites Inventory
 - Additional Sites
 - Downtown Sites
- Program Requirements
- Public Outreach
- Next Steps



Background

- One of the seven mandated elements of the General Plan
- Addresses the housing needs of residents
- Identifies existing and projected housing needs by income category
- Establishes Citywide goals, policies, programs, and objectives to guide future housing
- Requires certification by the California Department of Housing and Community Development (HCD)

Dublin General Plan

Land Use

Parks and Open Space

Schools, Public Lands, and Utilities

Circulation and Scenic Highways

Housing

Conservation

Seismic and Safety

Noise

Community Design and Sustainability

Economic Development

Water Resources and Energy
Conservation

Final Allocation

- Approved by ABAG on December 16, 2021
- Assigns 3,719 units to Dublin

Income Category	Very Low	Low	Moderate	Above Moderate	Total
Units	1,085	625	560	1,449	3,719

Existing Zoning Strategies

	Very-Low- and Low-	Moderate-	Above- Moderate-	Total
Allocation	1,710	560	1,449	3,719
Pipeline Projects	(394)	(202)	(2,127)	(2,723)
Accessory Dwelling Units	(149)	(82)	(17)	(248)
5th Cycle Sites	-	(252)	-	(252)
Public/Semi-Public Sites	(134)	-	-	(134)
Downtown Dublin	(389)	(24)	-	(413)
Remaining Need	644	-	(695)	

Additional Sites Distribution Options

Options to Distribute Remaining Need					
		Very Low and Low	Moderate	Above Moderate	Total
Option A	Alameda County Surplus Property	441	0	441	882
	Hacienda Crossings	203	0	203	406
	SCS Property	0	0	0	0
	Total:	644	0	644	1,288
Option B	Alameda County Surplus Property	322	0	322	644
	Hacienda Crossings	322	0	322	644
	SCS Property	0	0	0	0
	Total:	644	0	644	1,288
Option C	Alameda County Surplus Property	250	0	250	500
	Hacienda Crossings	244	0	244	488
	SCS Property	150	0	0	150
	Total:	644	0	494	1,138

Downtown Sites



Downtown Sites

- Must be rezoned to allow residential use by right
- Not subject to Community Benefit Agreement
- Staff recommends adding the 413 units outside Development Pool

Housing Element Programs

- Must include specific programs to implement goals, policies, and objectives
- Programs must include:
 - Implementation timeframe
 - Responsible party
 - City's role
 - Specific, measurable outcomes

New Policy Program Topics

- Affirmatively Furthering Fair Housing
- Promotion of Accessory Dwelling Unit (ADU) and Junior Accessory Dwelling Unit (JADU) Development*
- Objective Development Standards*
- Senate Bill 35 Streamlining
- Emergency Shelters, Transitional and Supportive Housing, and Lower Barrier Navigation Centers*

**Addressed in current Housing Element, but modifications required*

New Policy Program Topics (cont.)



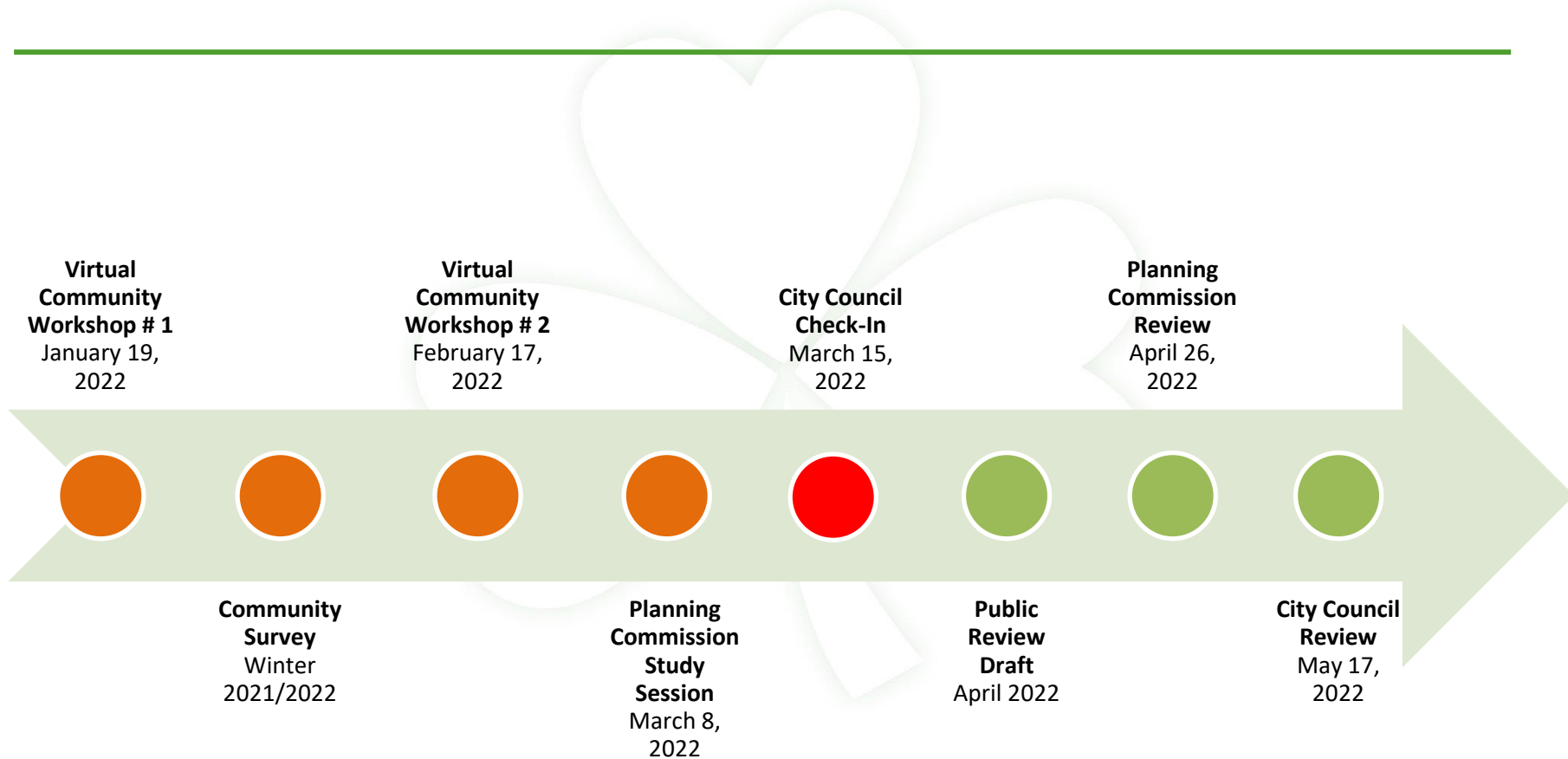
- Housing for Persons with Developmental Disabilities*
- Farmworker and Employee Housing*
- Density Bonus and Removal of Development Constraints*

**Addressed in current Housing Element, but modifications required*

Public Outreach

- City Council Check-Ins
 - October 2020
 - November 2021
- Community Workshops
 - January 19, 2022
 - February 17, 2022
- Online Community Survey
 - December 2021 – February 2022
- One-On-One Property Owner Meetings

Tentative Schedule



Recommendation

- Receive presentation and provide feedback on:
 - Distribution of RHNA on additional sites
 - Selection of sites identified in Downtown Dublin
 - Including Downtown RHNA units outside of Downtown Dublin Development Pool

Thank you!

Questions?

