



AGENDA

CITY OF UNION CITY/ SUCCESSOR AGENCY TO THE REDEVELOPMENT AGENCY MEETING

CAROL DUTRA-VERNACI, Mayor
GARY SINGH, Vice Mayor (District 1)
JAMIE PATIÑO Councilmember (District 2)
JEFF WANG, Councilmember (District 3)
SCOTT SAKAKIHARA, Councilmember (District 4)

Tuesday, September 26, 2023
7:00 PM

City Hall- Council Chamber
34009 Alvarado-Niles Road
Union City, CA 94587

1. CALL TO ORDER

- 1.a. Pledge of Allegiance
- 1.b. Roll Call

2. UNFINISHED BUSINESS - None

3. PROCLAMATIONS AND PRESENTATIONS

- 3.a. Proclamation Recognizing October As Filipino American History Month

4. ORAL COMMUNICATIONS

An individual speaker shall have three minutes to address the Council on non-agenda items under the Oral Communications section of the agenda. The Chair may, in their discretion, lower the time limit to less than three minutes based on the number of speakers and/or business to be conducted by the City Council. Members of the public who wish to speak to the Council under the first Oral Communications section are requested to complete a

speaker card, giving their name and city of residence. If a speaker wants further notification from the City, the speaker may include a mailing address. Neither a speaker card or identification of name, city of residence or mailing address are not required to provide public comment but are requested for record keeping purposes.

5. CONSENT CALENDAR

All matters listed on the Consent Calendar are considered routine in nature and will be enacted by one motion. If discussion is required on a specific item, it will be removed from the Consent Calendar and considered separately.

5.a. Waived Further Reading of Proposed Ordinance

(This permits reading the title only in lieu of reciting the entire text of any proposed Ordinance.)

5.b. Approve The Minutes Of The City Council Meeting Held On September 12, 2023

5.c. Second Reading And Adoption Of An Ordinance For Zoning Text Amendment, AT-23-004, To Amend Title 18, Zoning, Of The Union City Municipal Code To Update Chapter 18.04 General Provisions; Chapter 18.08 Definitions; Chapter 18.24 General Development Regulations; Chapter 18.26 Marketplace Mixed Use (MMU) District; Chapter 18.27 Village Mixed Use (VMU) District; Chapter 18.28 Off-Street Parking And Loading; Chapter 18.32 Residential Districts; Chapter 18.35 Corridor Mixed Use Commercial (CMU) District; Chapter 18.36 Commercial Districts; Chapter 18.37 Station East Mixed Use Residential (SEMU-R) District; Chapter 18.38 Station Mixed Use Commercial (CSMU) District; And Chapter 18.100 511 Area District To Establish Objective Development Standards And Related Updates For Consistency And Find That The Amendments Are Exempt From The California Environmental Quality Act (CEQA) In Accordance With CEQA Guidelines Section 15061(B)(3).

5.d. Adopt A Resolution Authorizing The City Manager To Execute A Consulting Services Agreement With Cal-West Lighting And Signal Maintenance, Inc., In The Amount Of \$400,000, For A Twenty-Two Month Period, For Traffic Signal Maintenance, On-Call Support And Emergency Repair Services, City Project No. 23-20, And Appropriating \$100,000 From The Unassigned Fund Balance Of The Measure F Vehicle Registration Fee Fund

5.e. Adopt A Resolution Authorizing The City Manager To Execute A Service Agreement With The Professional Tree Care Company, In The Amount Of \$310,250, For The Annual Tree Pruning & Removal Project, City Project No. 24-10, And Approving A Contract Amount Up To \$365,000, Which Includes

A Contingency Of \$54,750, For Fiscal Year 2023-2024; And Authorizing The City Manager, In Her Sole Discretion, To Extend The Agreement For A Second Year, For An Additional Amount Up To \$365,000, For Fiscal Year 2024-2025

- 5.f. Adopt A Resolution Authorizing The City Manager To Execute A Grant Of Water Line Easement To Alameda County Water District (ACWD) In Association With The Nuvera Homes Development (Tract Map 7728) By Turk Island Ventures, LLC
- 5.g. Adopt A Resolution Authorizing The City Manager To Execute The First Amendment To The Consulting Services Agreement With Park Engineering, In The Amount Of \$100,000, For Inspection Services, For A Total Contract Amount Of \$174,000
- 5.h. Adopt A Resolution Approving An Amendment To The Classification And Compensation Plan To Update The Class Specification For The Classifications Of Transit Planner – Assistant, Transit Planner – Associate, And Vehicle Heavy Equipment Mechanic

6. PUBLIC HEARINGS

- 6.a. Conduct A Public Hearing And Adopt A Resolution Approving The 2022-2023 Community Development Block Grant (CDBG) Consolidated Annual Performance And Evaluation Report (CAPER) And Authorizing The City Manager To Submit The 2022-2023 CDBG CAPER To The U.S. Department Of Housing And Urban Development

7. CITY MANAGER REPORTS

- 7.a. Adopt A Resolution Approving The Strategic Plan Final Update And City Council Priorities For Fiscal Years 2023-24 And 2024-25, And Approve The Meeting Minutes Of The City Council's Strategic Planning Workshop Of July 28, 2023

8. SUCCESSOR AGENCY TO REDEVELOPMENT AGENCY - None

9. AUTHORITIES AND AGENCIES - None

10. CITY COMMISSION / COMMITTEE REPORTS - None

11. SCHEDULED ORAL COMMUNICATION - None

12. ITEMS REFERRED BY COUNCIL

13. GOOD OF THE ORDER

14. CLOSED SESSION - None

15. ADJOURNMENT

PEOPLE OF UNION CITY

The City Council's regular meetings are held on the second and fourth Tuesday of each month at 7:00 p.m. inside the Council Chamber at City Hall, 34009 Alvarado-Niles Road, Union City CA 94587. The City continues to offer an opportunity to participate in Council meetings via Zoom at: <http://citycouncil-live.unioncity.org/> ; Passcode: u8SH9cH^

Meetings are broadcast live through UCTV Channel 15 and via live stream at: <https://unioncity.org/199/City-Meetings-Video>

Any writings or documents provided to a majority of City Council members relating to each item of business referred to on this agenda are available for review on the City's website at www.unioncity.org or during regular business hours in the Office of the City Clerk located at 34009 Alvarado-Niles Road, Union City CA 94587.

In Compliance with the Americans with Disabilities Act, if you need special assistance to participate in this meeting, you should contact the Office of the City Clerk at (510) 675-5448. Notification 36 hours prior to the meeting will enable the City to make reasonable arrangements to assure accessibility to this meeting. The City also provides closed captioning of all its Regular City Council Meetings for the hearing impaired.

PUBLIC COMMENT

Written Comment: To provide written comment on an item on the agenda or to address the Council about an issue during Public Comment, you may send an email to cityclerk@unioncity.org. Please include the phrase "public comment" in the subject line and note the agenda item number that you want to address. Written comments will be e-mailed to the City Council and made publicly available.

Public Comment via Teleconference: Members of the public may address the Council on a matter on the agenda or during the Public Input portion of the meeting. Raise your virtual hand to notify the host that you would like to speak during that portion.

CITY COUNCIL NORMALS AND GUIDELINES (Resolution No. 6095-23; Adopted 03/14/2023)

The City Council of the City of Union City comply with the following norms:

1. We conduct ourselves in a professional manner, treat everyone with respect, and act with high integrity, always putting the interests of the City of Union City ahead of self-interests in accordance with our code of ethics.
2. We respect the Council-Manager form of government, and do not interfere with the City Manager's role or any professional duties of City Staff.
3. We recognize that matters of confidential nature are to be kept private and undisclosed.
4. We respect each other's opinions and are supportive of each other's work advocating for the City, and we ensure that all voices are heard. We do not criticize others for having a different point of view, and we agree to disagree respectfully.
5. We understand that the City Council acts as a body, all members are equal, and policy direction is only given by a majority vote of the City Council. Once a decision is made, all members of the City

Council must respect the City Council's decision.

6. We will be prepared for City Council meetings and ask our questions of the City Manager in advance so we can avoid surprising City staff at meetings.
7. We do not criticize City staff publicly or to others and will refrain from directing them. Instead, we will take our concerns and questions privately to the City Manager.
8. We will govern on an at-large basis, although elected by districts. We will maintain a citywide perspective and consider the needs and interests of the entire community.
9. We will continue to allocate resources based on long-term strategic priorities and efforts, with consideration a citywide service levels and financial capacity.
10. We understand customer service is the priority and each member of the City Council will help constituents regardless of the district in which they reside or from which a Councilmember themselves is elected.

May these Council Norms be administered and enforced in the following manner:

1. Councilmembers have the primary responsibility to assure that ethical standards are understood and met by the Council, and that the public can continue to have full confidence in the integrity of government.
2. The Mayor and the Council have the responsibility to intervene when action of its members are in violation of Council Norms.
3. The City Council can review and revise the Council Norms as needed.
4. During City Council discussions, deliberations, and proceedings, the Mayor is designated with the primary responsibility to ensure that Councilmembers adhere to the Council Norms.

CERTIFICATION OF MEETING NOTICE AND AGENDA POSTING

I, Anna M. Brown, City Clerk of the City of Union City, California, state under penalty of perjury that this notice/agenda was posted at least 72 hours in advance of the meeting date, in accordance with the Ralph M. Brown Act, on the City's Website and on the bulletin board of City Hall.



Agenda Item

ATTACHMENTS:

Description	Type
 Proclamation	Resolution

CITY OF UNION CITY

PROCLAMATION



In Honor and Recognition of October 2023 as Filipino American History Month

WHEREAS, this is an appropriate time to promote and reflect on the richness of Filipino and Filipino American history and culture and to provide all Americans with the opportunity to learn and appreciate and honor the Filipino Americans and their historic and social contributions to the history of the USA; and

WHEREAS, it is necessary to instill in our youth the importance of education, history and ethnicity in creating eminent role models, in establishing a proud cultural identity and producing exceptional citizens of this nation; and

WHEREAS, the earliest documented evidence of Filipinos in continental United States occurred in October 18, 1587, when mariners called “Luzones indios” under Spanish command landed in Morro Bay, California; and

WHEREAS, the Filipino American National Historical Society recognizes the year 1763 as the date of the first permanent Filipino settlement in the United States in Saint Malo, Louisiana; and

WHEREAS, today, the Filipino American community is the second largest Asian American group in the United States, with an estimated population of 3,400,000 people; and

*WHEREAS, the Filipino American National Historical Society established **Filipino American History Month** in 1988 and subsequently, every October, several communities throughout the United States and its territories, have celebrated this occasion, not only to commemorate the anniversary of the presence of the first Filipinos in US soil and to observe its heritage, but also to recognize the social, intellectual and economic contributions of Filipinos and Filipino Americans in this country; and*

*WHEREAS, **Filipino American History Month** was first proclaimed by the 111th Congress of the United States in November 2009; and*

WHEREAS, Filipino American servicemen and servicewomen have a longstanding history of serving to protect and defend this country in the Armed Forces, from the Civil War to the Iraq and Afghanistan conflicts; and

WHEREAS, our city of Union City has an estimated population of 14,000 Filipinos and Filipino Americans, representing over 20% of the City’s population, and is the 5th highest of this population in the state of California; and Filipino Americans have had a profound impact on California's history, values and culture; and

WHEREAS, the Filipino Community played an important role in Union City's rich agricultural history, thereby helping to shape it's landscape; and

WHEREAS, immigrants from the Philippines and their families truly have enriched our nation and our city through their work in agriculture, their service in the Armed Forces, their contributions of skills and expertise as engineers, scientists, accountants, teachers, lawyers, nurses, and doctors, and their participation in public offices, civic affairs and community activities; and

WHEREAS, our city of Union City and New Haven Unified School District is the first in the nation to name a school after Filipino Farm Labor Leaders, Larry Itliong and Philip Vera Cruz.

*NOW, THEREFORE, the City Council of the City of Union City, hereby issues this Proclamation in honor and recognition of October 2023, as **Filipino American History Month**.*

DATED: September 26, 2023

CAROL DUTRA-VERNACI, Mayor

GARY SINGH, Vice Mayor

JAIME PATIÑO, Councilmember

SCOTT SAKAKIHARA, Councilmember

JEFF WANG, Councilmember



Agenda Item

ATTACHMENTS:

Description

Type



Draft Minutes 09122023

Attachment



MINUTES

CITY OF UNION CITY/ SUCCESSOR AGENCY TO THE REDEVELOPMENT AGENCY MEETING

CAROL DUTRA-VERNACI, Mayor
GARY SINGH, Vice Mayor (District 1)
JAMIE PATIÑO Councilmember (District 2)
JEFF WANG, Councilmember (District 3)
SCOTT SAKAKIHARA, Councilmember (District 4)

Tuesday, September 12, 2023
7:00 PM

City Hall- Council Chamber
34009 Alvarado-Niles Road
Union City, CA 94587

1. CALL TO ORDER

Vice Mayor Singh called the meeting to order at 7:00 p.m.

1.a. Pledge of Allegiance

Vice Mayor Singh led the salute to the flag.

1.b. Roll Call

Present: Councilmembers Patiño, Sakakihara,
Wang, Vice Mayor Singh

Absent: Mayor Dutra-Vernaci

2. UNFINISHED BUSINESS - None

3. PROCLAMATIONS AND PRESENTATIONS

3.a. Proclamation Recognizing September 15, 2023 - October 15, 2023 As Hispanic Heritage Month

Vice Mayor Singh read the proclamation aloud and presented it to Ms. Susan Peinado, Decoto community member and staff at Searles Elementary.

Ms. Peinado thanked the Council and spoke to the importance of the proclamation.

3.b. Presentation of SB 1383 Regulations: Procurement Overview

Staff member Uyen Mai gave the presentation on SB 1383 Regulations and procurement overview and responded to questions from Council. Councilmembers provided comment.

4. **ORAL COMMUNICATIONS**

Public comment was given by the following:

Roberta Garcia	Wendy Huang	Suzanne
Alfonso Martinez	Elwood McCoy, Jr.	Emma
Gil Gonsalves	Steve Adams	Amanda R.
Gabriela Christy		

5. **CONSENT CALENDAR**

Councilmember Patiño requested item 5.e. be pulled for additional discussion. Councilmember Wang requested item 5.g. be pulled for additional discussion.

It was moved by Councilmember Patiño and seconded by Councilmember Wang to adopt consent calendar items 5.a. through 5.d., 5.f. and 5.h. The motion was carried by the following roll call vote:

AYES:	Councilmembers Patiño. Sakakihara, Wang, Vice Mayor Singh
NOES:	None
ABSTAIN:	None
ABSENT:	Mayor Dutra-Vernaci

- 5.a. Waived Further Reading of Proposed Ordinance (This permits reading the title only in lieu of reciting the entire text of any proposed Ordinance.)
- 5.b. Approved The Minutes Of The City Council Meetings Held On July 11, 2023, July 25, 2023, August 2, 2023, August 8, 2023 And August 21, 2023
- 5.c. Adopted **Resolution No. 6196-23** Authorizing The City Manager To Execute The Certifications And Assurances Document Required For The City To Receive A Grant Award Under The Fiscal Year 2023 Edward J. Byrne Memorial Justice Assistance Grant, In The Amount Of \$20,923.00, For Fiscal Year 2023-2024, And Amending The Fiscal Year 2023-2024 Police Grants Fund Budget
- 5.d. Adopted **Resolution No. 6197-23** Authorizing The City Manager To Enter Into A Single Source Subscription Agreement With Peregrine Technologies, Inc., In The Amount Of \$44,950 Per Year For Five Years, For A Total Contract Amount Of \$224,750, For Data Analysis And Visualization Software
- 5.f. Adopted **Resolution No. 6198-23** Approving An Amendment To The Classification And Compensation Plan To Update The Class Specifications/Job

Description For The Classifications Of Engineer I (Civil) And Transit Coordinator

- 5.h. Adopted **Resolution No. 6199-23** Authorizing The City Manager To Execute The First Amendment To The Consulting Services Agreement With Maze & Associates To Increase The Contract Amount By \$30,000, For Continued Assistance With The 6-30-22 Close And Audit Preparation, For A Total Contract Amount Of \$103,975, And To Extend The Contract Term To October 31, 2023

Items pulled for discussion:

- 5.e. Adopt A Resolution Authorizing The City Manager To Execute The Consulting Services Agreement With Townsend Public Affairs, Inc., In The Amount Of \$96,000, For Legislative Advocacy And Grant Funding Services

Councilmember Patiño voiced his support for the resolution and stated he looked forward to the partnership.

It was moved by Councilmember Patiño and seconded by Vice Mayor Singh to adopt **Resolution No. 6200-23** Authorizing The City Manager To Execute The Consulting Services Agreement With Townsend Public Affairs, Inc., In The Amount Of \$96,000, For Legislative Advocacy And Grant Funding Services. The motion was carried by the following roll call vote:

AYES:	Councilmembers Patiño. Sakakihara, Wang, Vice Mayor Singh
NOES:	None
ABSTAIN:	None
ABSENT:	Mayor Dutra-Vernaci

- 5.g. Adopt A Resolution Authorizing The City Manager To Execute An Independent Contractor Agreement In A Form Approved By The City Attorney With Frank Monge To Provide Youth Basketball Services In An Amount Not-To-Exceed \$120,000

Councilmember Wang expressed concern about the amount of the contract and requested additional information on the contract process. Vice Mayor Singh concurred.

Community and Recreation Services (CRS) Director, Corina Hahn responded to questions from Council and stated the contract will be provided to Council for additional information. Director Hahn noted that Mr. Monge's program was the highest grossing program for CRS and that demand for his services has steadily increased throughout the area, and the City is fortunate to have his services. Director Hahn also stated that as a contractor, Mr. Monge is responsible for his employees, liability insurance, advertising, and ensuring that the classes are filled. The City does not have any responsibility.

It was moved by Councilmember Patino and seconded by Councilmember Sakakihara to adopt **Resolution No. 6201-23** Authorizing The City Manager To Execute An Independent Contractor Agreement In A Form Approved By The City Attorney With Frank Monge To Provide Youth Basketball Services In

An Amount Not-To-Exceed \$120,000. The motion was carried by the following roll call vote:

AYES: Councilmembers Patiño, Sakakihara, Vice Mayor Singh
NOES: None
ABSTAIN: Councilmember Wang
ABSENT: Mayor Dutra-Vernaci

6. PUBLIC HEARINGS

- 6.a. Hold A Public Hearing And Introduce An Ordinance For Zoning Text Amendment, AT-23-004, To Amend Title 18, Zoning, Of The Union City Municipal Code to Update Chapter 18.04 General Provisions; Chapter 18.08 Definitions; Chapter 18.24 General Development Regulations; Chapter 18.26 Marketplace Mixed Use (MMU) District; Chapter 18.27 Village Mixed Use (VMU) District; Chapter 18.28 Off-Street Parking and Loading; Chapter 18.32 Residential Districts; Chapter 18.35 Corridor Mixed Use Commercial (CMU) District; Chapter 18.36 Commercial Districts; Chapter 18.37 Station East Mixed Use Residential (SEMU-R) District; Chapter 18.38 Station Mixed Use Commercial (CSMU) District; And Chapter 18.100 511 Area District To Establish Objective Development Standards And Related Updates For Consistency And Find That The Amendments Are Exempt From The California Environmental Quality Act (CEQA) In Accordance With CEQA Guidelines Section 15061(B)(3)

Senior Planner, Coleman Frick, and Martha Miller of Miller Planning Associates presented the report, providing detailed information on the proposed updates and the objectives. Staff and Ms. Miller responded to questions from Council.

Vice Mayor Singh opened the public hearing. There were no public comments. Vice Mayor Singh closed the public hearing. There were no additional comments from the public.

It was moved by Councilmember Sakakihara and seconded by Councilmember Patiño to Introduce and Ordinance adopting Zoning Text Amendment AT-23-004. The motion was carried by the following roll call vote:

AYES: Councilmembers Patiño, Sakakihara, Wang, Vice Mayor Singh
NOES: None
ABSTAIN: None
ABSENT: Mayor Dutra-Vernaci

- 7. CITY MANAGER REPORTS - None**
- 8. SUCCESSOR AGENCY TO REDEVELOPMENT AGENCY - None**
- 9. AUTHORITIES AND AGENCIES - None**
- 10. CITY COMMISSION / COMMITTEE REPORTS - None**
- 11. SCHEDULED ORAL COMMUNICATION - None**
- 12. ITEMS REFERRED BY COUNCIL**

Councilmember Patiño reported on his attendance of the most recent East Bay Community Energy Ad Hoc Committee meeting and stated he will be in Sacramento September 20-22 to attend the League of California Cities Annual Conference and Expo.

Councilmember Sakakihara reported on his attendance of a meeting of the Housing Authority of the County of Alameda (HACA) Scholarship Subcommittee meeting. Scholarships will be awarded on September 13.

Councilmember Wang reported on his attendance of the following meetings:

- Union City Youth Commission
- Alameda County Waste Management Authority/Stop Waste
- Ad Hoc Subcommittee on Potential Revenue Measures
- Economic Development Advisory Committee (EDAT)

Vice Mayor Singh reported on his attendance of the EDAT meeting held on September 7.

13. GOOD OF THE ORDER

Councilmember Patiño reported on his attendance of the following events:

- Larry O. Car Show at the Ruggieri Senior Center
- Nor Cal Carpenters Union Car Show at Kennedy Park
- Afghan Resource Fair with Congressman Eric Swalwell at the Ruggieri Senior Center
- Bay Bombs Car Show at Kennedy Park
- As a member of the Board of Directors for Tiburcio Vasquez Health Center he attended the National Association of Community Health Centers in San Diego, August 27-29
- State of the District address for New Haven Unified School District

Councilmember Patiño requested two items be placed on future agenda for the Council to consider: create a City Councilmember appointment so the City can have a representative for the National League of Cities, and amend the budget for travel related to leadership positions on the National League of Cities and the League of California Cities.

It was moved by Councilmember Patiño and seconded by Vice Mayor Singh to add the aforementioned items to a future agenda. The motion was carried by the following roll call vote:

AYES:	Councilmembers Patiño, Sakakihara, Wang, Vice Mayor Singh
NOES:	None
ABSTAIN:	None
ABSENT:	Mayor Dutra-Vernaci

Councilmember Sakakihara reported on his attendance of the following events:

- Daily Bowl fundraising dinner
- Union City Sister Cities Festival
- NHUSD State of the District address

Councilmember Wang reported on attendance of the following events:

- Afghan Resource Fair with Congressman Eric Swalwell at the Ruggieri Senior Center
- Union City Sister Cities Festival
- 21st Annual Chinese American Olympics
- Golden State International Wushu Championship
- NHUSD State of the District address

Councilmember Wang announced there will be a Moon Festival Variety Show on September 23 in Kennedy Park, hosted in part by the Rotary Club of Fremont-Union City-Newark.

Vice Mayor Singh reported on attendance of the following events:

- Daily Bowl fundraising dinner
- Afghan Resource Fair with Congressman Eric Swalwell at the Ruggieri Senior Center
- Union City Sister Cities Festival

Vice Mayor Singh announced the Union City Kabbadi Cup 2023 will be held at James Logan High School on September 17.

14. CLOSED SESSION - None

15. ADJOURNMENT

Vice Mayor Singh adjourned the meeting at 9:20 p.m.

Respectfully submitted,

Anna M. Brown, CMC
City Clerk



Agenda Item

DATE: 9/26/2023

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: CARMELA CAMPBELL, ECONOMIC AND COMMUNITY DEVELOPMENT DIRECTOR

SUBJECT: SECOND READING AND ADOPTION OF AN ORDINANCE FOR ZONING TEXT AMENDMENT, AT-23-004, TO AMEND TITLE 18, ZONING, OF THE UNION CITY MUNICIPAL CODE TO UPDATE CHAPTER 18.04 GENERAL PROVISIONS; CHAPTER 18.08 DEFINITIONS; CHAPTER 18.24 GENERAL DEVELOPMENT REGULATIONS; CHAPTER 18.26 MARKETPLACE MIXED USE (MMU) DISTRICT; CHAPTER 18.27 VILLAGE MIXED USE (VMU) DISTRICT; CHAPTER 18.28 OFF-STREET PARKING AND LOADING; CHAPTER 18.32 RESIDENTIAL DISTRICTS; CHAPTER 18.35 CORRIDOR MIXED USE COMMERCIAL (CMU) DISTRICT; CHAPTER 18.36 COMMERCIAL DISTRICTS; CHAPTER 18.37 STATION EAST MIXED USE RESIDENTIAL (SEMU-R) DISTRICT; CHAPTER 18.38 STATION MIXED USE COMMERCIAL (CSMU) DISTRICT; AND CHAPTER 18.100 511 AREA DISTRICT TO ESTABLISH OBJECTIVE DEVELOPMENT STANDARDS AND RELATED UPDATES FOR CONSISTENCY AND FIND THAT THE AMENDMENTS ARE EXEMPT FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA) IN ACCORDANCE WITH CEQA GUIDELINES SECTION 15061(B)(3).

Staff recommends that the City Council waive the reading of the full text of the Ordinance, conduct the second reading of the title of the proposed Ordinance, and adopt the Ordinance approving AT-23-004 to amend Title 18, Zoning, to establish objective development standards and related updates for consistency. The City Council held a public hearing and introduced the Ordinance at its September 12, 2023, meeting on a 4-0 vote. See Attachment 1, Exhibit A and Exhibit B (Redline version), for the Zoning Text amendment language.

STRATEGIC PLAN ALIGNMENT

This agenda item is in alignment with the following:

Goal C, Strategy 5: *Promote housing development for all income levels in the community by updating the zoning ordinance to include objective standards for new multi-family residential development in order*

to streamline the review of applications for housing developments, and update the Housing Element, to facilitate the development of affordable housing.

Goal C. Strategy 15: *Continue to review development permitting processes to streamline service and improve efficiency and develop a communication plan to disseminate modifications to staff and customers.*

BACKGROUND

At its September 12, 2023, meeting, the City Council introduced an Ordinance approving a Zoning Text Amendment (AT-23-004) to establish objective development standards and related updates for consistency. A second reading of the ordinance is required for the zoning amendments to be adopted. For a more detailed overview of the prior action, see the September 12, 2023, City Council agenda item.

DISCUSSION

See below for a summary of the proposed amendments:

General Development Regulations (Chapter 18.24): A new section (18.24.050: Building and site design standards) establishes the objective development standards. This includes standards for entrances, roofs, building articulation, façade design, windows, tenant spaces, amenities, vehicular and bicycle parking design and placement, open space, and pedestrian circulation.

Definitions (Chapter 18.08): Amendments to Chapter 18.08 include adding definitions for terminology used in Chapter 18.24 to better clarify and codify certain design specific terms and through figures depicting architectural features.

Zoning District Chapters: Amendments to individual zoning district chapters for districts that allow mixed-use or multi-family residential uses are included for consistency with the new objective development standards in Chapter 18.24 or the Housing Element:

- Chapter 18.26 Marketplace Mixed Use (MMU) District
- Chapter 18.27 Village Mixed Use (VMU) District
- Chapter 18.32 Residential Districts (Housing Element program HE-1.I Implementation)
- Chapter 18.35 Corridor Mixed Use Commercial (CMU) District
- Chapter 18.37 Station East Mixed Use Residential (SEMU-R) District
- Chapter 18.38 Station Mixed Use Commercial (CSMU) District
- Chapter 18.100 511 Area District

Off-Street Parking and Loading (Chapter 18.28): Amendments are included to establish new citywide bicycle parking standards for short-term and long-term parking.

Miscellaneous Amendments (Chapters 18.04 and 18.36): Amendments to Chapter 18.04 General Provisions and Chapter 18.36 Commercial Districts are included for consistency with the objective development standards amendments.

FISCAL IMPACT

No fiscal impacts to the General Fund would result from adoption of the proposed zoning text amendments. The Objective Standards Project is funded under the SB2 Planning Grants Program. Proceeds from this grant covered both consultant costs as well as staff time to prepare the objective standards and related text amendments.

RECOMMENDATION

Staff recommends that the City Council waive the reading of the full text of the Ordinance, conduct the second reading of the title of the proposed Ordinance, and adopt the Ordinance approving AT-23-004 to amend Title 18, Zoning, to establish objective development standards and related updates for consistency.

Prepared by:

Coleman Frick, Senior Planner

Submitted by:

Coleman Frick, Senior Planner

ATTACHMENTS:

Description	Type
☐ Attachment 1: Ordinance Adopting Housing Element Text Amendments (AT-23-004)	Ordinance
☐ Exhibit A – Zoning Text Amendments	Exhibit
☐ Exhibit B – Zoning Text Amendments (Redlined)	Exhibit

ATTACHMENT 1

ORDINANCE NO. XXX-23

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF UNION CITY FOR ZONING TEXT AMENDMENT, AT-23-004, TO AMEND TITLE 18, ZONING, OF THE UNION CITY MUNICIPAL CODE TO UPDATE CHAPTER 18.04 GENERAL PROVISIONS; CHAPTER 18.08 DEFINITIONS; CHAPTER 18.24 GENERAL DEVELOPMENT REGULATIONS; CHAPTER 18.26 MARKETPLACE MIXED USE (MMU) DISTRICT; CHAPTER 18.27 VILLAGE MIXED USE (VMU) DISTRICT; CHAPTER 18.28 OFF-STREET PARKING AND LOADING; CHAPTER 18.32 RESIDENTIAL DISTRICTS; CHAPTER 18.35 CORRIDOR MIXED USE COMMERCIAL (CMU) DISTRICT; CHAPTER 18.36 COMMERCIAL DISTRICTS; CHAPTER 18.37 STATION EAST MIXED USE RESIDENTIAL (SEMU-R) DISTRICT; CHAPTER 18.38 STATION MIXED USE COMMERCIAL (CSMU) DISTRICT; AND CHAPTER 18.100 511 AREA DISTRICT TO ESTABLISH OBJECTIVE DEVELOPMENT STANDARDS AND RELATED UPDATES FOR CONSISTENCY AND FIND THAT THE AMENDMENTS ARE EXEMPT FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA) IN ACCORDANCE WITH CEQA GUIDELINES SECTION 15061(B)(3)

WHEREAS, in 2017, Governor Brown signed Senate Bill 2 (SB 2), titled the "Building Homes and Jobs Act," which specifically established a permanent, on-going source of funding dedicated to promoting and facilitating affordable housing development; and

WHEREAS, the State Housing and Community Development Department (HCD) released a Notice of Funding Availability (NOFA) for approximately \$123 million in revenue earmarked for local government planning grants. Under this grant program, local governments are provided an eligibility allowance based on population. The City of Union City falls within the "medium localities" category, which is eligible for up to \$310,000 in grant funding; and

WHEREAS, there are a variety of activities that are eligible for grant funding under SB 2, which seeks to promote or accelerate housing production. These include updates to General Plans, Specific Plans and Zoning Ordinances and activities that streamline the approval process; and

WHEREAS, on October 8, 2019, the City Council adopted Resolution 5533-19 authorizing application for, and receipt of, SB 2 Planning Grants Program funds; and

WHEREAS, on November 12, 2019 the City Council adopted Resolution 5540-19 authorizing the City Manager to enter into a consulting services agreement with Miller Planning Associates to prepare objective standards for multi-family and mixed-use developments utilizing SB 2 Planning Grants Program funds; and

WHEREAS, as part of the implementation of the City of Union City Strategic Plan Goal C.5, which states "Promote housing development for all income levels in the community by

updating the zoning ordinance to include objective standards for new multi-family residential development in order to streamline the review of applications for housing developments, and update the Housing Element, to facilitate the development of affordable housing,” staff developed objective development and design standards for development in residential and mixed-use zoning districts; and

WHEREAS, the California Constitution, Article XI, Section 7, provides cities and counties with the authority to enact ordinances to protect the health, safety, welfare, and morals of their citizens; and

WHEREAS, the City’s Zoning Ordinance (Title 18) currently regulates the uses allowed within the City; and

WHEREAS, the City Council desires to amend Title 18, Zoning, of the Union City Municipal Code, Chapter 18.04 General Provisions; Chapter 18.08 Definitions; Chapter 18.24 General Development Regulations (retitled from Bulk Regulations); Chapter 18.26 Marketplace Mixed Use (MMU) District; Chapter 18.27 Village Mixed Use (VMU) District; Chapter 18.28 Off-Street Parking and Loading; Chapter 18.32 Residential Districts; Chapter 18.35 Corridor Mixed Use Commercial (CMU) District; Chapter 18.36 Commercial Districts; Chapter 18.37 Station East Mixed Use Residential (SEMU-R) District; Chapter 18.38 Station Mixed Use Commercial (CSMU) District; and Chapter 18.100 511 Area District. These amendments will establish objective design and development standards for zoning districts that allow multi-family and/or mixed-use residential development, add definitions related to the objective standards, and update other zoning district chapters for consistency; and

WHEREAS, staff conducted extensive public outreach for the Objective Development Standards project at various community events throughout Union City and through an online survey in Fall 2022, during which over 700 responses were received from community members which informed the project; and

PLANNING COMMISSION REVIEW

WHEREAS, the Planning Commission held a duly noticed public hearing on the proposed amendments on July 20, 2023, at which time all interested parties had the opportunity to be heard. The Planning Commission considered a staff report dated July 20, 2023 and all written and oral testimony, and adopted Resolution No. 13-23 recommending approval of the amendments. The staff report and resolution are incorporated herein by reference; and

CITY COUNCIL REVIEW

WHEREAS, the City Council held a duly noticed public hearing on the proposed amendments on September 12, 2023, at which time all interested parties had the opportunity to be heard. The City Council considered a staff report dated September 12, 2023 (including background reports) and incorporated herein by reference, the Planning Commission recommendation, and all written and oral testimony before taking action on the amendments; and

WHEREAS, the amendment to Title 18 of the Municipal Code is shown in Exhibit A, which is attached hereto and incorporated herein by reference; and

WHEREAS, a red-lined version of the amendment is shown in Exhibit B, which is attached hereto and incorporated herein by reference.

THE CITY COUNCIL OF THE CITY OF UNION CITY DOES ORDAIN AS FOLLOWS:

SECTION 1. Recitals. The above recitals are true and correct and made a part of this Ordinance.

SECTION 2. CEQA. Approval of the Zoning Text Amendment (AT-23-004) is exempt from environmental review per the requirements of the California Environmental Quality Act (CEQA) in accordance with CEQA Guidelines Section 15061(b)(3), the general exemption for projects with no potential for a significant effect on the environment. As a series of text amendments, it can be seen with certainty that there is no possibility that the amendments will have a significant effect on the environment.

SECTION 3. Findings. The City Council makes the following findings in support of approving this Ordinance, based on the whole of the record before it.

1. The proposed Municipal Code Amendments are consistent with the General Plan,
2. The proposed Municipal Code Amendments are necessary and desirable to achieve the purposes of Title 18.

SECTION 4. Approval. The City Council hereby approves the amendments to the Municipal Code, more particularly, amending Chapters as described above and as shown in attached Exhibit A, which is incorporated herein by reference and available for review in the City Clerk's office during normal business hours.

SECTION 5. Severability. If any provision of this Ordinance or the application thereof to any person or circumstance is held invalid, the remainder of the Ordinance, including the application of such part or provision to other persons or circumstances shall not be affected thereby and shall continue in full force and effect. To this end, provisions of this Ordinance are severable. The City Council hereby declares that it would have passed each section, subsection, subdivision, paragraph, sentence, clause, or phrase hereof irrespective of the fact that any one or more sections, subsections, subdivisions, paragraphs, sentences, clauses, or phrases be held unconstitutional, invalid, or unenforceable.

SECTION 6. Publication and effective date. Within fifteen (15) days from and after adoption, this Ordinance shall be published once in the Tri-City Voice, a newspaper of general circulation printed and published in Alameda County and circulated in the City of Union City, in accordance with California Government Code Section 36933. This Ordinance shall take effect and be enforced thirty (30) days after its adoption.

Chapter 18.04 GENERAL PROVISIONS

18.04.010 Title.

This title shall be known, cited and referred to as “the City of Union City Zoning Ordinance.”

Chapter 18.08 DEFINITIONS

18.08.071 Bakery.

A “bakery” is an establishment which engages in the sale of breads or other baked goods, whether baked on-site or at another location. A bakery shall be considered a food use if the breads and baked goods are packaged for immediate consumption. Any establishment whose breads and baked goods are predominantly sold at retail from a different location or locations shall be deemed a wholesale and/or manufacturing use, subject to the regulations of the district in which it is located.

18.08.072 Balusters.

“Balusters” means vertical braces, often decorative posts, providing support for a railing.

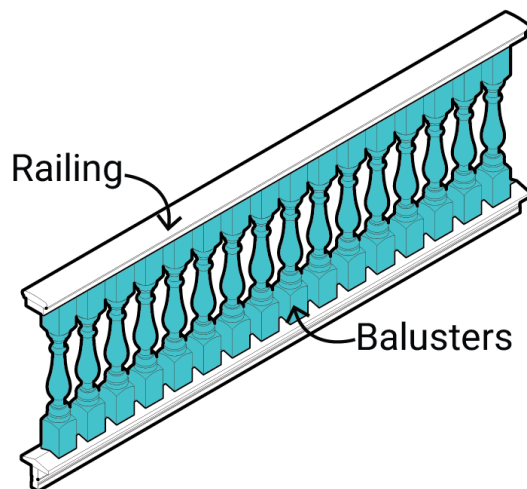


Figure 18.08.072: Balusters

18.08.076 Bicycle parking facility.

A “bicycle parking facility” is a device that is used to securely store bicycles. A bicycle parking facility can either be a bicycle locker or rack designed and installed in conformance with the design criteria listed in Section 18.28.080.

18.08.130 Building frontage.

“Building frontage” means the face of a building that is parallel to or is at a near parallel angle to a public right-of-way.

18.08.175 Conditioned space.

“Conditioned space” means an area inside a building where temperature and humidity are controlled, that meets the Building Code definition of conditioned space, and is designed suitable for residential or nonresidential occupancy.

18.08.176 Conference center.

A “Conference center” means a facility for conventions, conferences, trade shows, festivals, and other events held within a facility designed and approved for this purpose.

18.08.177 Construction equipment sales and rental.

“Construction equipment sales and rental” means a facility which provides construction equipment and related commodities to the public for sale or rental, and accessory servicing of that equipment.

18.08.178 Contractor services.

“Contractor services” means a facility providing general contracting and/or building construction services, including general building, plumbing, electrical, air conditioning, carpentry, and other trade contractors.

18.08.179 Convenience market.

“Convenience market” means an activity that includes the retail sale of food, beverages, and personal convenience items, primarily for off-premises consumption and typically found in establishments with long or late hours of operation and in a building of less than three thousand (3,000) square feet. Convenience markets may sell beer and wine but shall be considered liquor stores if hard liquor is sold on site. Excluded from this definition are delicatessens, specialty food shops, and establishments which have a sizeable assortment of fresh fruits and vegetables and fresh cut meat.

18.08.180 Cornice.

“Cornice” means an ornamental course or molding at the top of a wall or under the roof.

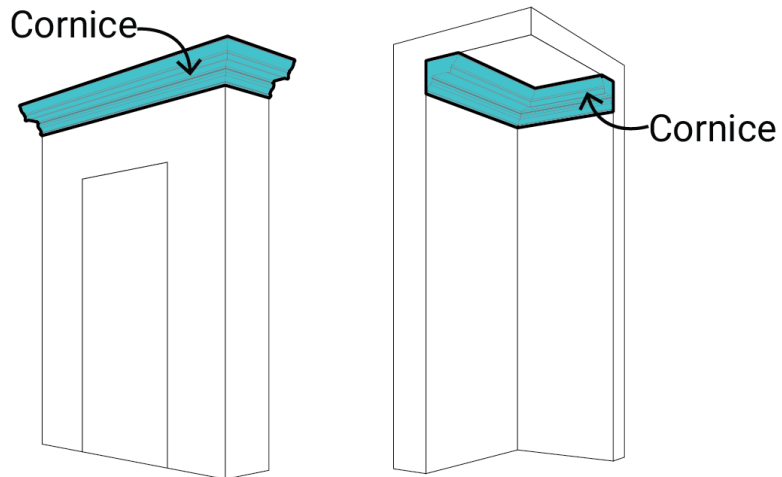


Figure 18.08.180: Cornice

18.08.181 Court.

A “court” is an open, unoccupied space other than a yard on the same lot with a building or group of buildings and which is bounded on two (2) or more sides by such building or buildings.

18.08.241 Eave.

“Eave” means the lower edge of a roof that overhangs the wall below.

18.08.248 Entranceway, building.

“Entranceway, building” means a doorway and threshold providing ingress and egress to a building for persons.

18.08.249 Façade.

“Façade” means the exterior wall of a building along with its associated windows, entranceway, and projections.

18.08.297 Lintel.

“Lintel” means a horizontal beam or support across the top of a door or window.

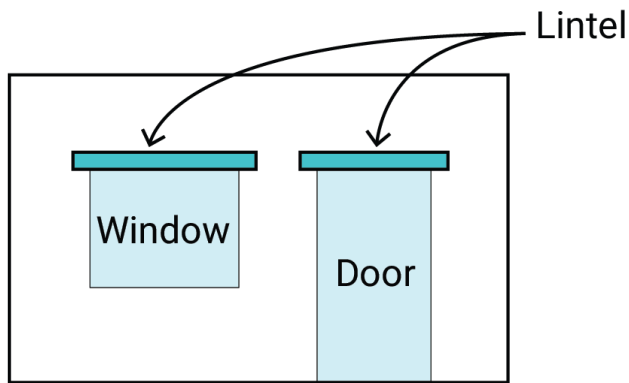


Figure 18.08.297: Lintel

18.08.298 Liquor store.

“Liquor store” means an activity that includes the retail sale of hard liquor for off-premises consumption and is typically found in establishments with long or late hours of operation and in a building of less than three thousand (3,000) square feet. Excluded from this definition are convenience markets that sell beer and wine and food stores.

18.08.299 Live/work unit.

“Live/work unit” means an integrated housing unit and working space, occupied and utilized by a single household in a structure, either single-family or multifamily, that has been designed or structurally modified to accommodate joint residential occupancy and work activity, and which includes complete kitchen space and sanitary facilities in compliance with the Building Code and working space reserved for and regularly used by one (1) or more occupants of the unit.

18.08.302 Loggia.

“Loggia” means a covered exterior gallery or corridor that is open to the air on one or more sides. A loggia typically runs the length of a building, with columns or arches on the open side.

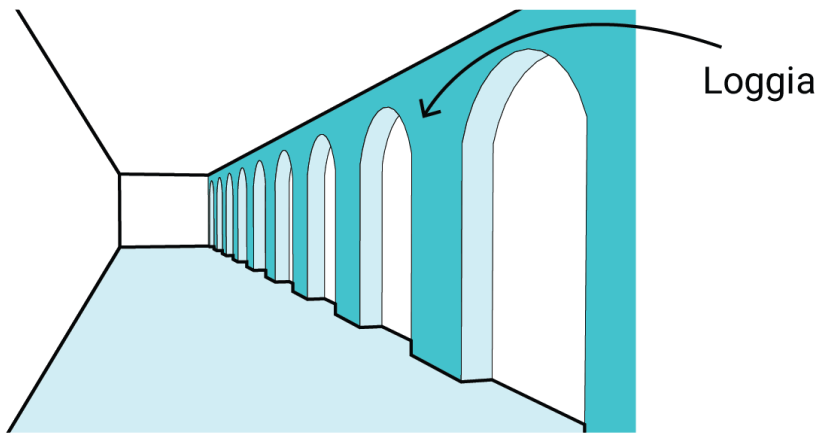


Figure 18.08.302: Loggia

18.08.482 Parapet.

“Parapet” means an upward extension of a wall at the edge of a roof.

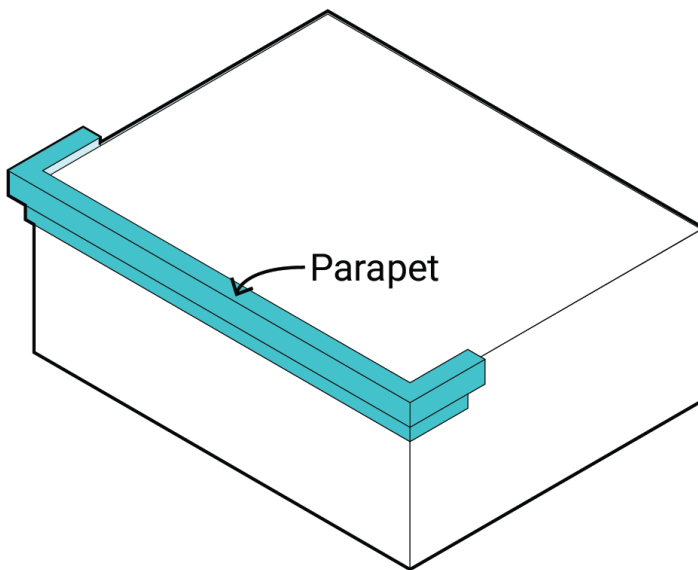


Figure 18.08.482: Parapet

18.08.483 Parapet return.

“Parapet return” means the continuation of a parapet at a right angle toward the building at the end of a parapet face.

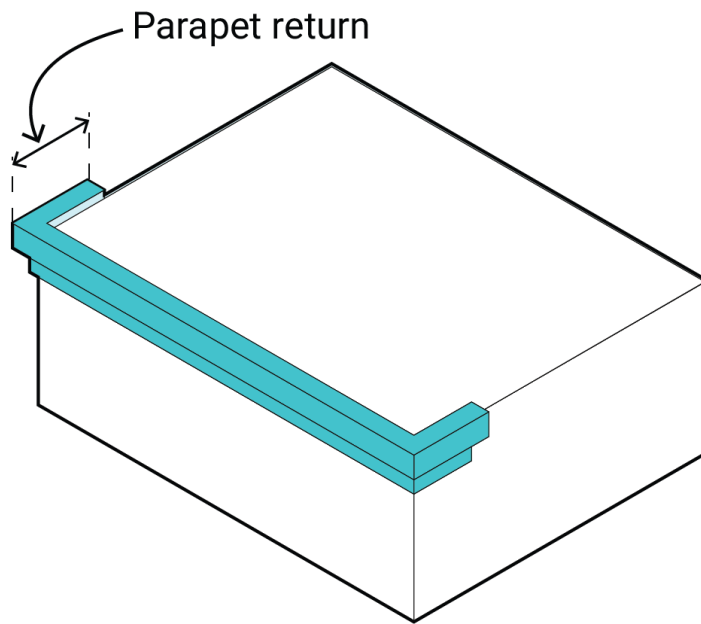


Figure 18.08.483: Parapet return

18.08.484 Parcel.

“Parcel” means a recorded property under single ownership.

18.08.485 Paseo.

“Paseo” means a place or path for strolling designed to provide access through a site but also contains amenities for leisure enjoyment, such as benches and seating areas.

18.08.486 Passageway.

“Passageway” means an open area providing a path or channel through which something may pass.

18.08.487 Patio.

A “patio” is a non-habitable recreation area that adjoins a dwelling, is often paved, and is adapted especially to outdoor dining.

18.08.488 Pawn shop.

“Pawn shop” means a place in which the business of a pawnbroker is conducted. A Pawnbroker is any person engaged in the business of receiving goods, including motor vehicles, in pledge as security for a loan.

18.08.489 Payday loan facility.

“Payday loan facility” means a facility primarily engaged in the business of advancing funds to customers in situations where the customer uses their entitlement to a future paycheck from some other source as collateral for the loan, and for which the customer pays a fee (percentage or otherwise) for the advancement.

18.08.490 Personal services.

“Personal services” means a use providing services of a personal convenience including beauty salons, barber shops, dressmaking/tailoring, hair removal, nail salons, photographic and portrait studios, shoe repair shops, travel agency, and similar uses. Excluded from this definition are massage, check cashing, and any other personal service type use specifically listed within district regulations.

18.08.491 Planned unit development.

A “planned unit development” is a tract of land with approved development standards which do not conform in all respects with the land use pattern designated on the zoning map or the district regulations provided by the zoning ordinance, and may include a combination of different dwelling types and/or a variety of land uses which complement each other and harmonize with the existing and proposed land uses in the vicinity. Planned unit developments may be permitted in any residential district, any industrial district, the 511 district, and in the specialty commercial and community commercial districts for mixed-use (residential and commercial) projects within the Old Alvarado area and Mission Boulevard corridor. Industrial condominium conversions and new industrial condominium projects are also considered planned unit developments.

18.08.502 Publicly accessible sidewalk.

“Publicly accessible sidewalk” means any walkway that is available to the public on an ongoing basis.

Chapter 18.24 GENERAL DEVELOPMENT REGULATIONS

18.24.030 Required yards—Existing building.

No yards now or hereafter provided for a building existing on the effective date of the ordinance codified herein shall subsequently be reduced below, or further reduced, if

already less than the minimum yard requirements of this title for equivalent new construction.

18.24.040 Permitted obstructions in required yards.

The following shall not be considered to be obstructions when located in the required yards specified:

A. In All Yards: Open terraces not over eighteen (18) inches above the average level of the adjoining ground and one hundred and twenty (120) square feet in area but not including a permanently covered terrace or porch except as allowed by the provisions of the R-5000 zoning district; awnings and canopies; steps, four (4) feet or less above grade, which are necessary for access to a permitted building, or for access to a zoning lot from a street, or alley; chimneys projecting twenty-four (24) inches or less into the yard; recreational and laundry-drying equipment; flag poles; overhanging eaves and gutters projecting eighteen (18) inches or less into the yard, except that in no case shall overhanging eaves and gutters be closer than two (2) feet to a lot line;

B. In Front and Rear Yards: Bay windows projecting three (3) feet or less into the yard;

C. In Side Yards: First-floor additions to single-family detached houses with existing legal nonconforming setbacks may be built in line with the existing structure as long as a minimum interior side yard setback of five (5) feet and a minimum exterior side yard setback of ten (10) feet is maintained, except that houses built on a zero lot line shall maintain a minimum setback of ten (10) feet on the nonzero lot line side of the property.

18.24.050 Building and site design standards.

A. Applicability. All development shall meet the standards of this Section, except as provided below.

1. Exceptions. The standards of this Section do not apply to the following types of development:
 - a. Detached single family dwellings.
 - b. SB 9 housing developments as defined in Chapter 18.31.
 - c. Accessory dwelling units as defined in Chapter 18.34.
 - d. Development within the following zoning districts:
 - i. Industrial Districts (General Industrial (MG), Light Industrial (ML), and Special Industrial (MS)).

- ii. Mixed-Use Employment Districts (Station East Employment (SEE) and Corridor Mixed Use Employment (CMUE)).
- iii. Civic Facility District.
- iv. Private Institutional District.
- v. Agricultural District.
- vi. Open Space District.

B. Building Design Requirements.

- 1. Building Orientation. Unless located behind another building, buildings shall be oriented toward the adjacent front or street side lot line with the building frontages parallel to the fronting public right-of-way.
- 2. Entrances.
 - a. Ground Floor Nonresidential Uses.
 - i. There shall be a minimum of one (1) entrance for every fifty (50) feet of building frontage with a maximum separation of one hundred (100) feet between entrances.

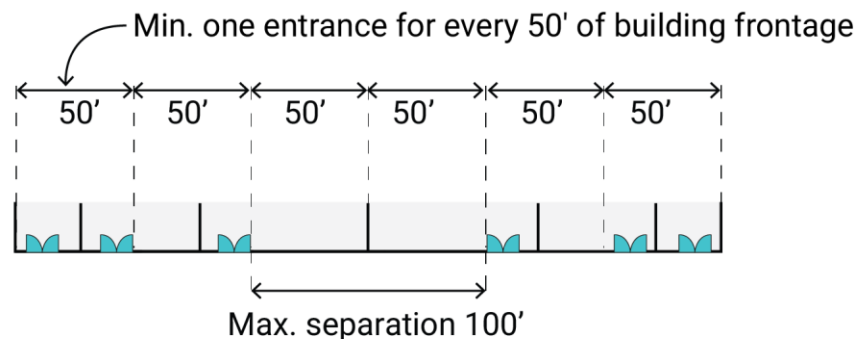


Figure 18.50.050(B)(2)(a)(i): Non-residential entrance location requirements

- ii. In buildings located within twenty (20) feet of a front or street side lot line, the primary building entrance shall face a public right-of-way or shall face within ninety (90) degrees of the primary building frontage and be located within ten (10) feet of a publicly accessible sidewalk.

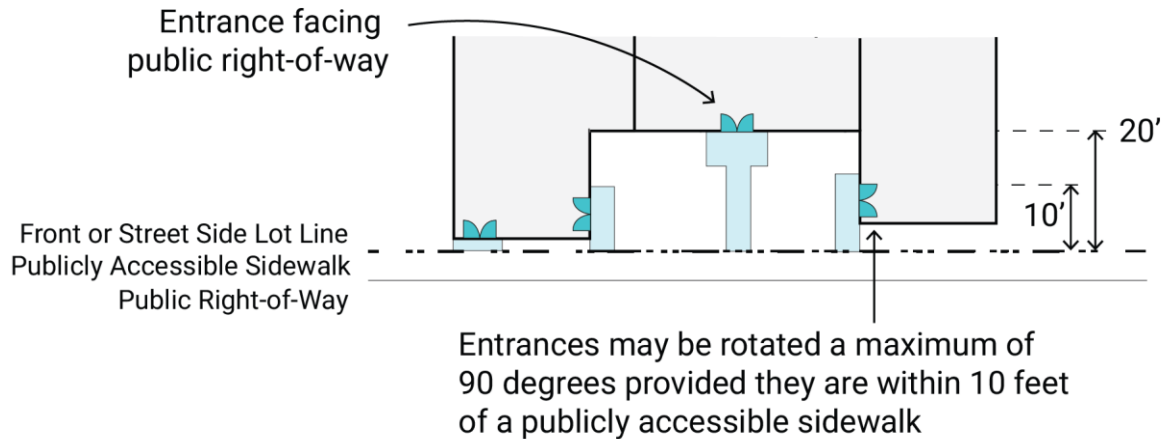


Figure 18.50.050(B)(2)(a)(ii): Non-residential use entrance orientation

- iii. VMU District. In the VMU District, double doors shall be required at the primary building entrance. Transom windows shall be provided above the primary building entrance door.

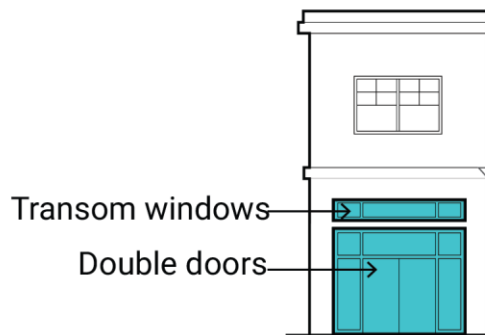


Figure 18.50.050(B)(2)(a)(iii): VMU District primary entrance

- iv. Reductions and Exceptions. A reduction or exception to the applicable objective entrance standard for nonresidential uses may be granted by the decision maker subject to both of the following findings:

- (1) The proposed use has certain operational characteristics with which providing the required entrance(s) is incompatible.
- (2) Building walls facing a public right-of-way exhibit architectural relief and detail, and are enhanced with landscaping to create visual interest at the pedestrian level.

- b. Residential Uses. Entrances to residential dwelling units shall be designed as individual or shared entrances at the ground floor of the building.

- i. Shared Entrances. All buildings with any exterior entrance that provides access to more than one unit shall provide a minimum of one (1) primary shared entranceway per building in accordance with the following standards.
 - (1) In buildings located within twenty (20) feet of a front or street side lot line, the primary shared entranceway shall be oriented to and facing a public right-of-way.
 - (2) Primary building entranceways of buildings located in the interior of a site shall be connected to a publicly accessible sidewalk by a walkway with a minimum width of four (4) feet.
 - (3) The primary entranceway shall lead to a common area a minimum of ten (10) feet by ten (10) feet.
 - (4) The primary entranceway shall incorporate one (1) or more architectural features such as windows, sidelights, lighting, or signage into the entranceway.
 - (5) The primary entranceway shall be emphasized utilizing at least one (1) of the following methods:
 - (a) A roofed projection over the door (such as an awning, canopy, or overhang) with a minimum depth of four (4) feet.
 - (b) A recessed entry bay with a minimum depth of four (4) feet.
 - (c) A landing, deck, or stoop with a minimum six (6) foot by eight (8) foot area; covered by a recess or projection, or combination thereof, a minimum of three (3) feet in depth.
 - (d) Incorporating the entrance into an architectural feature that extends two (2) or more feet above the height of the first floor plate vertical mass and is projected or recessed a minimum of one (1) foot from the primary wall plane.

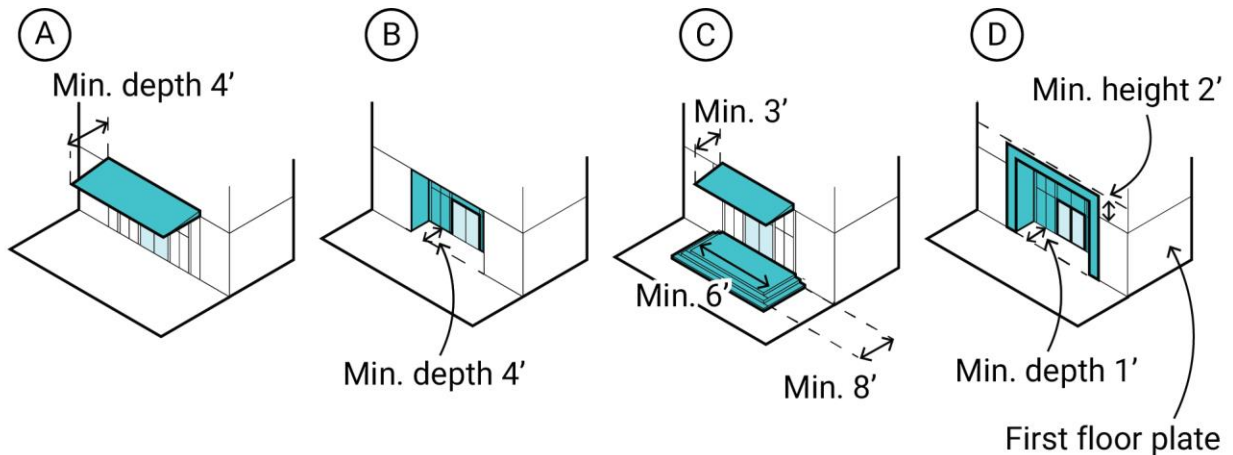


Figure 18.50.050(B)(2)(b)(i)(5): Residential primary entrance emphasis — shared entrances

- ii. Individual Entrances. All units accessed through ground level individual entrances from the exterior shall provide a minimum of one (1) primary individual entranceway per unit in accordance with the following standards.
 - (1) In buildings located within twenty (20) feet of a front or street side lot line, all individually accessed units located along a public right-of-way shall have a primary entranceway oriented to and facing a public right-of-way.
 - (2) All individual primary entrances shall be connected to a publicly accessible sidewalk by a walkway with a minimum width of four (4) feet.
 - (3) All entrances located within ten (10) feet of an adjoining publicly accessible sidewalk shall provide finish floor elevations of between eighteen (18) and forty-two (42) inches above the adjoining sidewalk.
 - (4) The primary entranceway shall include a covered or partially covered landing, deck, porch, or stoop with a minimum four (4) foot by four (4) foot area.
 - (5) The primary entranceway shall be covered by a recess or projection, or combination thereof, a minimum of three (3) feet in depth.

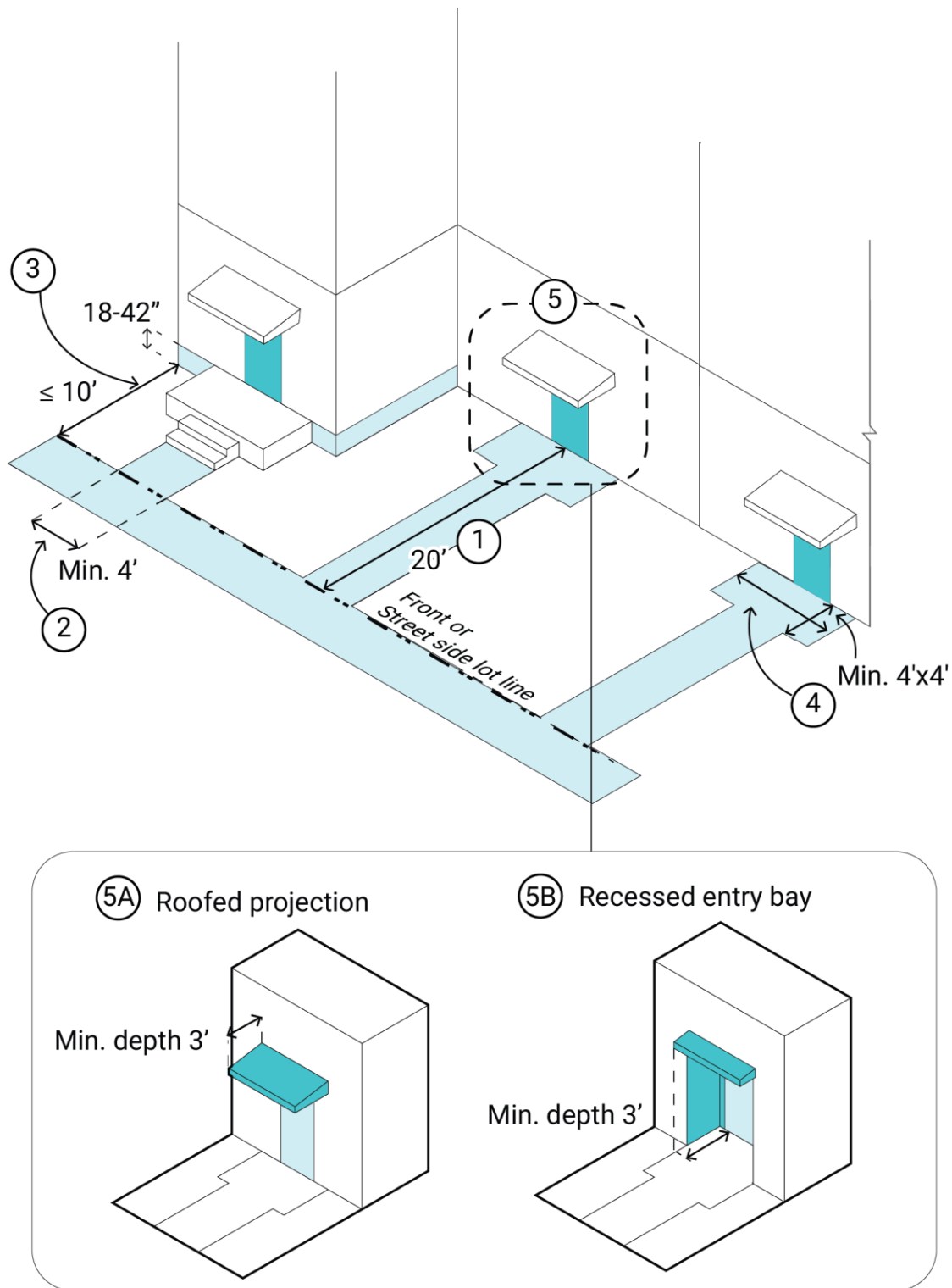


Figure 18.50.050(B)(2)(b)(ii)(5): Residential individual entrances

3. **Roof Design and Articulation.** Roof lines shall be varied and designed to minimize the bulk of a building, screen roof-mounted equipment, and enhance the building's architectural design through the following methods:

- a. Minimum Depth of Overhanging Eaves. Overhanging eaves, if provided, shall extend a minimum of two (2) feet beyond the supporting wall.
- b. Roof Line Offset. For buildings with two (2) or more stories, a minimum of one (1) roof line offset of at least eighteen (18) inches in height and twenty (20) feet in length shall be provided for every one hundred twenty (120) feet of façade length, except as provided below for parapet roofs.

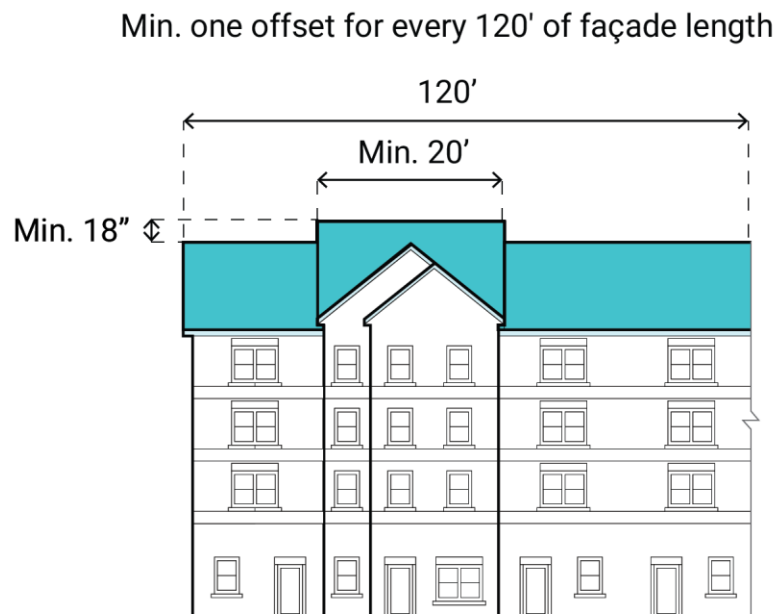


Figure 18.50.050(B)(3)(b): Roof line offset

- c. Parapet Roofs.
 - i. For buildings with two (2) or more stories, parapet roofs shall provide either the minimum offset pursuant to (b) above, or shall provide a roof line offset of at least eighteen (18) inches in depth and twenty (20) feet in length for every one hundred twenty (120) feet of façade length.
 - ii. All parapets shall provide returns of at least six (6) feet in depth at the end of the parapet face to avoid a false front appearance.

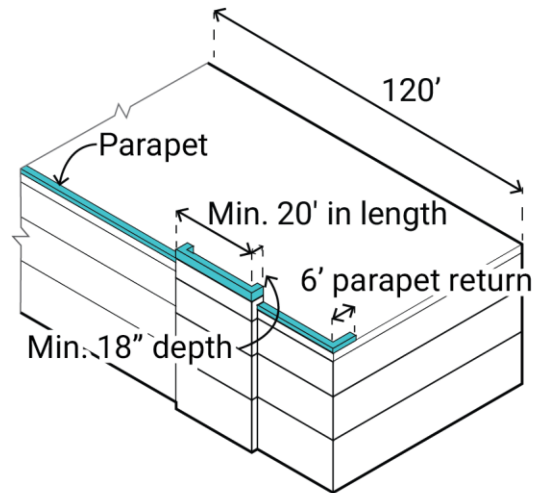


Figure 18.50.050(B)(3)(c): Parapet roofs

- d. Rooftop Equipment. Rooftop equipment shall not be visible from a publicly accessible sidewalk across the street, nor shall be visible from any publicly-accessible area located within fifty (50) feet of the building.
- e. VMU District. In the VMU District, in addition to the standards listed above, roofs shall also meet at least one (1) of the following standards:
 - i. A decorative parapet with a symmetrical appearance shall be provided on all street facing building façades.
 - ii. The roof shall be gabled, cross-gabled, or hipped. Mono pitch roofs are prohibited.

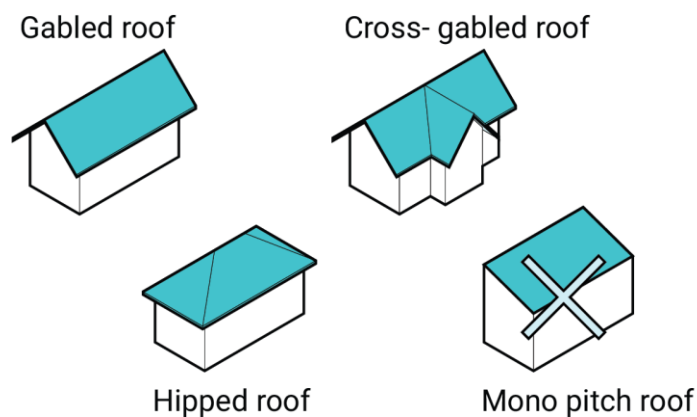


Figure 18.50.050(B)(3)(e)(ii): Roof types — VMU District

- f. Mission Boulevard. Along Mission Boulevard, roofs shall be gabled or hipped and shall have a pitch between 3:12 and 5:12.

4. Building Articulation. Buildings shall include the following design features to create visual variety and avoid a large-scale and bulky appearance:
- a. Façade Articulation. All façades facing a public right-of-way shall include at least one (1) horizontal or vertical projection or recess at least four (4) feet in depth, or two (2) projections or recesses at least two and one-half (2.5) feet in depth, for every fifty (50) horizontal feet of wall. The articulated elements shall be greater than one (1) story in height and may be grouped rather than evenly spaced in fifty (50) foot modules.

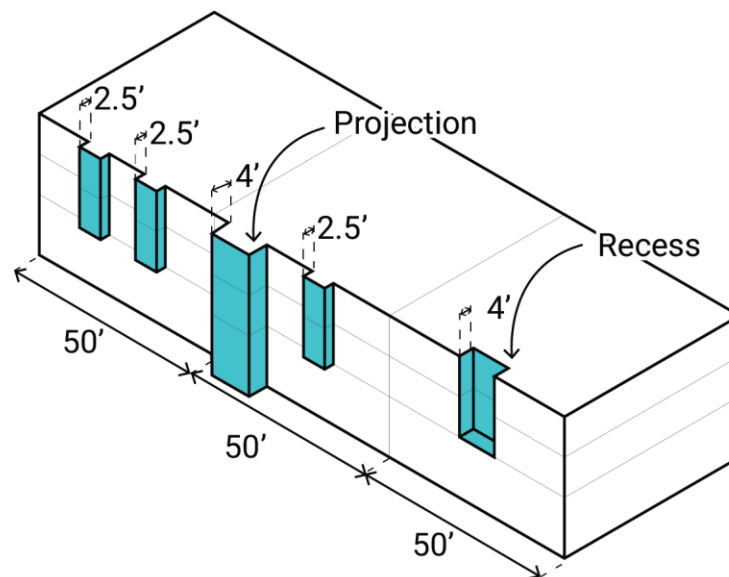


Figure 18.50.050(B)(4)(a): Façade articulation

- b. VMU District. In addition to the façade articulation requirement in subsection (4)(a) above, the following additional façade articulation standards apply in the VMU District.
- i. Façades facing Smith Street, Union City Boulevard, Horner Street, Vallejo Street, and Watson Street shall provide a minimum of one (1) of the following articulation elements every twenty-five (25) to fifty (50) feet:
- (1) A façade wall shift at least two (2) feet in depth and at least the full height of the ground floor.
 - (2) A change in material a minimum of three (3) feet wide and at least the full height of the ground floor.
 - (3) A change in color, bordered with decorative trim, a minimum of twenty-five (25) feet wide and at least the full height of the ground floor.

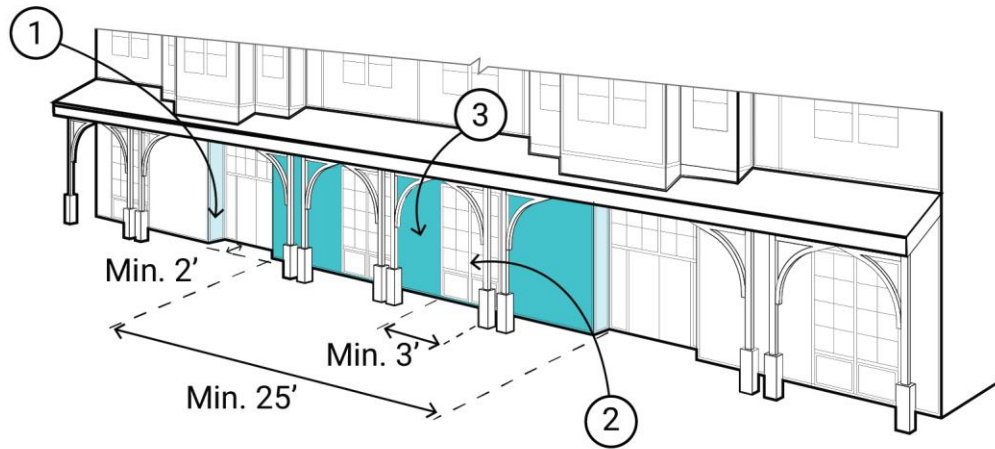


Figure 18.50.050(B)(4)(b)(i): Façade requirements, certain streets — VMU District

ii. Covered walkways or overhangs shall be provided along building frontages on Smith Street, Union City Boulevard, and Horner Street.

(1) Location. The covered walkways or overhangs shall be centered on a main entrance of the building.

(2) Minimum Dimensions. The covered walkways or overhangs shall be a minimum of five (5) feet deep and fifteen (15) feet wide.

(3) Support Columns. Columns supporting covered walkways shall be four (4) inches by six (6) inches in dimension with a defined and differentiated column base and top.

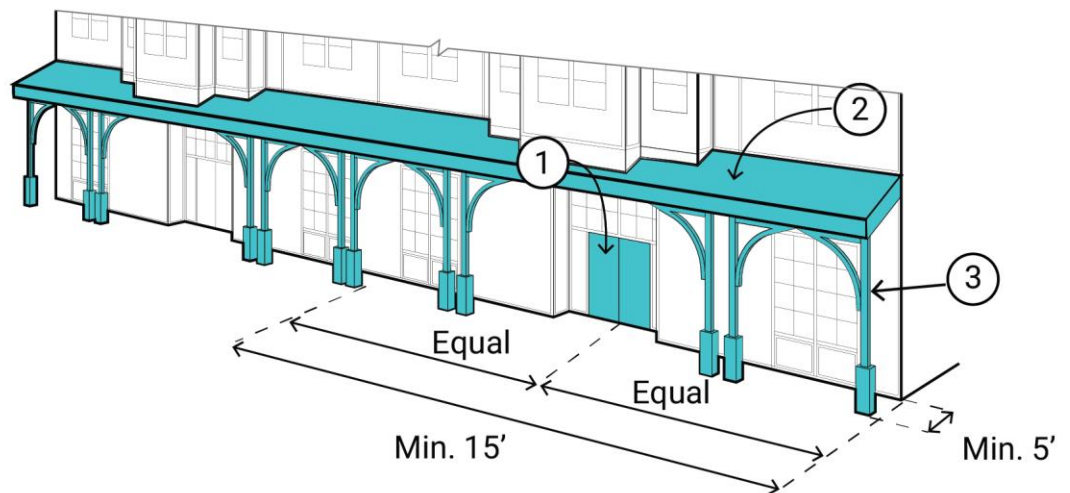


Figure 18.50.050(B)(4)(b)(ii): Covered walkways or overhangs, certain streets — VMU District

- c. Street Facing Façades Along Mission Boulevard. In addition to the façade articulation requirement in subsection (4)(a) above, street facing façades along Mission Boulevard shall incorporate two (2) or more of the following features.
- i. Window bays with a minimum two (2) feet in depth from building façade every fifty (50) horizontal feet.
 - ii. Recesses a minimum of two (2) feet in depth from building façade every fifty (50) horizontal feet.
 - iii. Porches, arcades and loggias over a minimum of twenty-five percent (25%) of the façades with columns a minimum of one (1) foot in width and depth.
 - iv. Curved arches between columns or as part of recesses or projections.
 - v. Arches above doors.
 - vi. Arches over all windows on a minimum of one (1) floor.
 - vii. A lintel at the base of windows.
 - viii. Decorative tile vents.
 - ix. Decorative ironwork.
 - x. Exposed wood beams.
 - xi. Balconies.

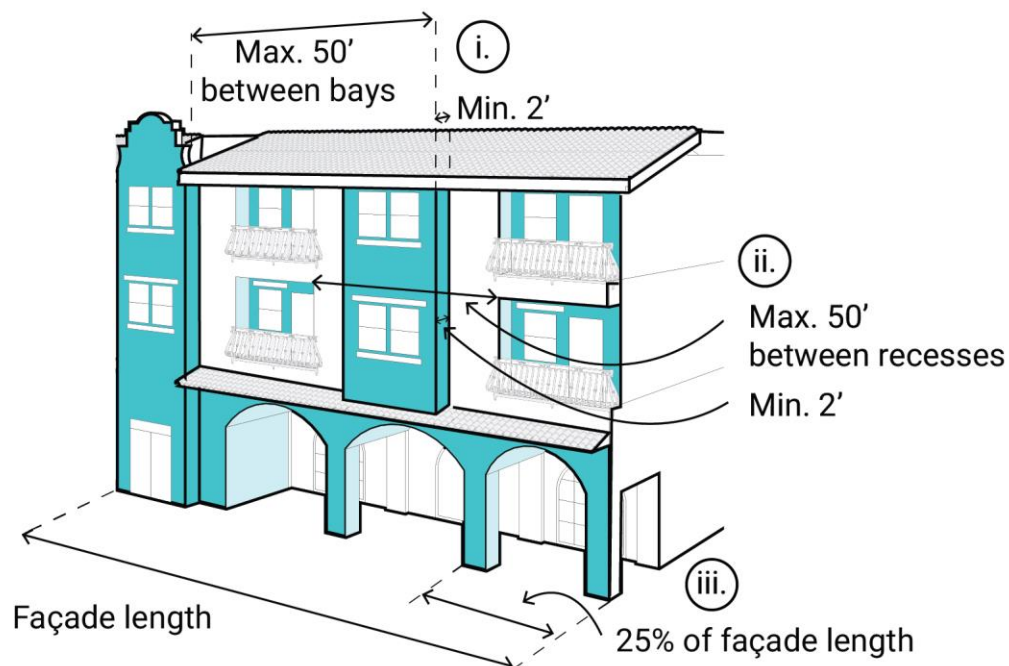


Figure 18.50.050(B)(4)(c): Façades along Mission Boulevard

- d. Townhomes and Rowhouses. The design of townhomes and rowhouses shall be articulated such that individual units are differentiated from each other. In addition to the articulation requirements above, attached side-by-side dwelling units shall meet the following requirements.
 - i. Individual units shall be emphasized through two (2) or more of the following methods.
 - (1) Variations of two (2) feet or more between the horizontal planes of the primary entrance façade of adjacent units.
 - (2) A change in roof orientation between adjacent units (e.g., a gable roof adjacent to a hipped roof).
 - (3) A roofline offset of at least eighteen (18) inches for each unit exposed on the associated elevation.
 - (4) A change in materials.
 - (5) A change in color.

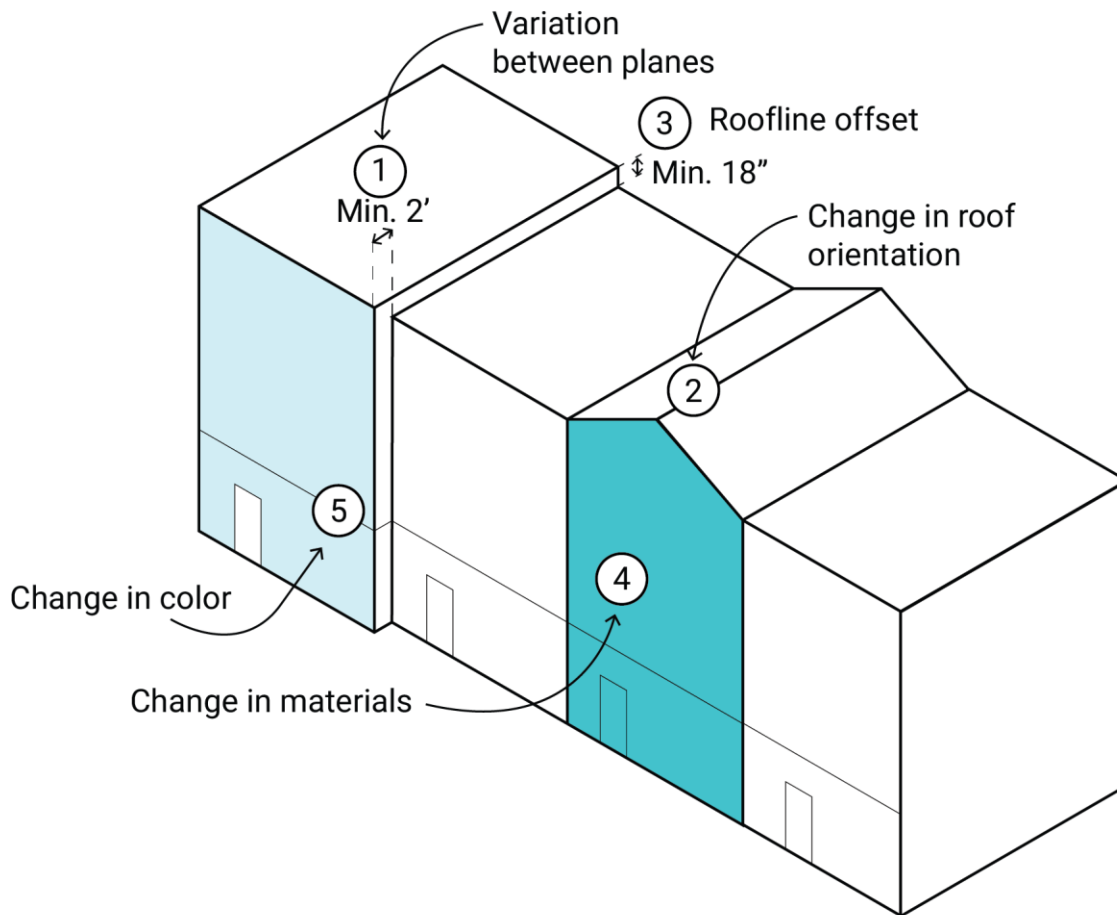


Figure 18.50.050(B)(4)(d)(i): Townhome and rowhouse articulation

5. Façade Design.

a. Façade Detailing.

- i. All building façades shall incorporate details, such as cornices, eaves, trim, changes in materials, projections such as awnings and balconies, or other design elements.

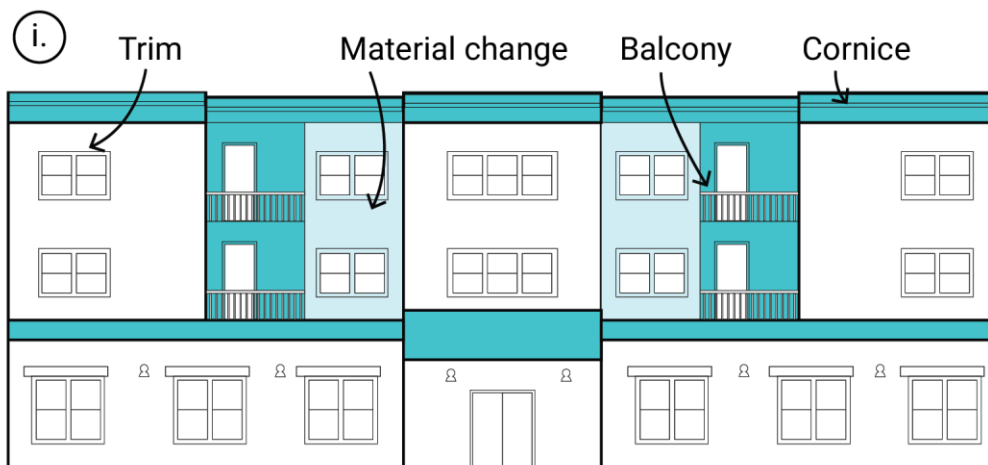


Figure 18.50.050(B)(5)(a)(i): Façade detailing design elements

- ii. No wall facing a public right-of-way shall run in a continuous plane of more than thirty (30) feet without a window, door, or other opening.
- iii. Horizontal building elements, such as cornices, eaves, trims, and expansion gaps that create visible horizontal lines shall be aligned within three (3) feet of like buildings elements on the same façade.

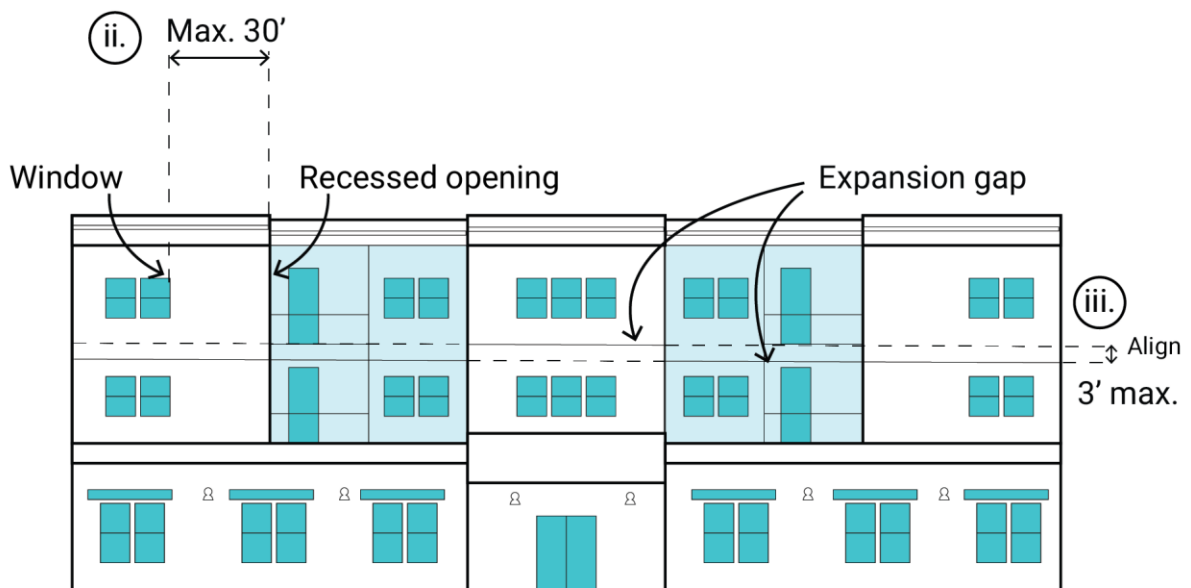


Figure 18.50.050(B)(5)(a)(iii): Building element alignment

- iv. Building vents, gutters, lighting, and exterior equipment that are part of the exterior façade shall be aligned horizontally and vertically with like elements and with other building façade details on the same façade.

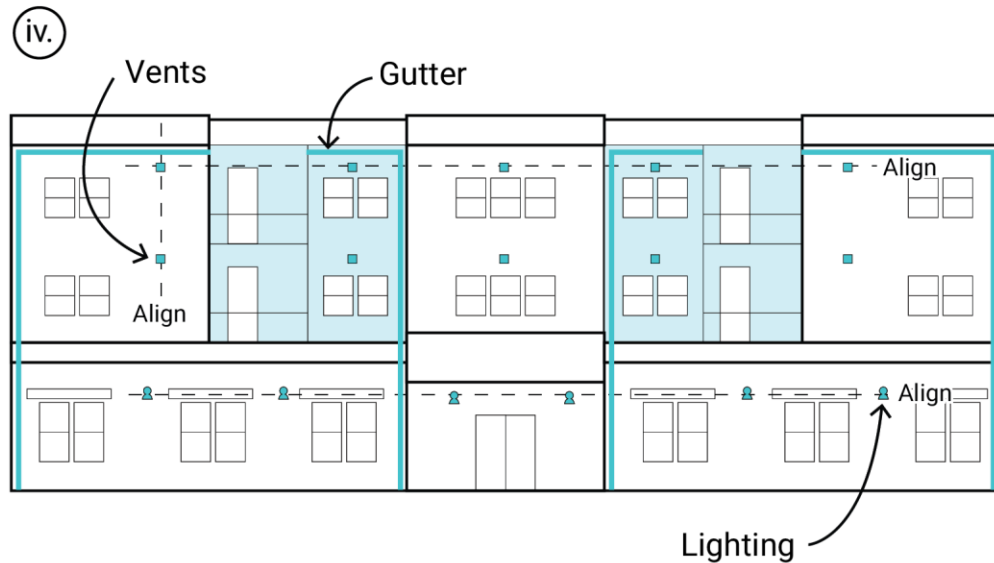


Figure 18.50.050(B)(5)(a)(iv): Building equipment alignment

b. Exterior Building Colors and Materials.

- i. Factory-processed color finishes, such as baked enamel, shall be provided on all exterior metal surfaces.
- ii. VMU District. In the VMU District, a minimum of seventy-five percent (75%) of the building siding shall be one (1) of the following materials:
 - (1) Horizontal or vertical wood siding, tongue-in-groove, or shiplap.
 - (2) Board and batten siding.
- iii. Mission Boulevard. Buildings on parcels along Mission Boulevard shall include each of the following exterior materials:
 - (1) Barrel tile roof.
 - (2) Stucco walls.
 - (3) Raised brick or stone foundation.
- iv. Exterior Materials, Other Areas. In areas outside of the VMU District and buildings not located on parcels along Mission Boulevard, exterior building materials shall be chosen based on durability, ease of maintenance, and context. Permitted materials shall include the following:
 - (1) Steel—Porcelain enamel panels, steel windows, steel exterior doors, steel rails and fences, painted, stainless or pre-weathered steel.

- (2) Aluminum—Windows, panels (luco-bond and aluminum plate), storefront, curtain wall, doors; aluminum shall be natural finish anodized, powder-coated or kynar (no bronze anodized).
- (3) Decorative Metals-including copper, brass, bronze, and stainless steel.
- (4) Glass—Clear, low-e, nonreflective, solar-bronze or solar gray glass, shadow boxes and spandrel glass is permitted.
- (5) Brick, natural clay.
- (6) Stone.
- (7) Pre-cast concrete, glass-fiber reinforced concrete.
- (8) Cast-in-place concrete.
- (9) Ceramic tile.
- (10) Cement plaster.
- (11) Wood.

6. Windows and Openings.

- a. Nonresidential Uses: Building Transparency/Required Openings. Exterior walls facing and within twenty (20) feet of a front or street side lot line or publicly accessible sidewalk shall include windows, doors, or other openings for at least forty percent (40%) of the building wall area of grocery stores and fifty percent (50%) of the building wall area of other uses located between two and a half (2.5) and seven (7) feet above the level of the sidewalk.

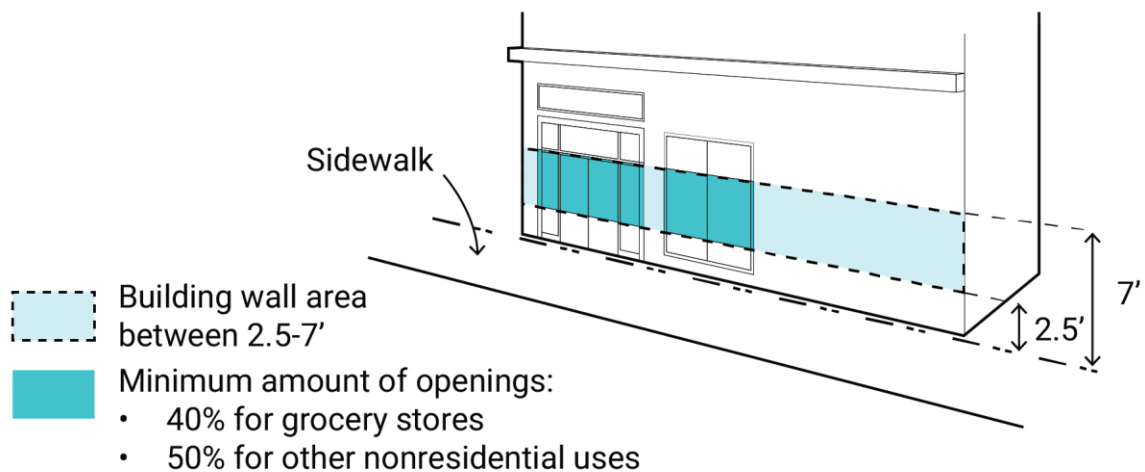


Figure 18.50.050(B)(6)(a): Nonresidential window openings and transparency

- i. Design of Required Openings. Openings fulfilling this requirement shall have transparent glazing and provide views into work areas, display areas, sales areas, lobbies, or similar active spaces, or into window displays that are at least three (3) feet deep.

- (1) VMU District. In the VMU District, Ground floor windows shall start two (2) to three (3) feet off the ground and extend above door sill height.

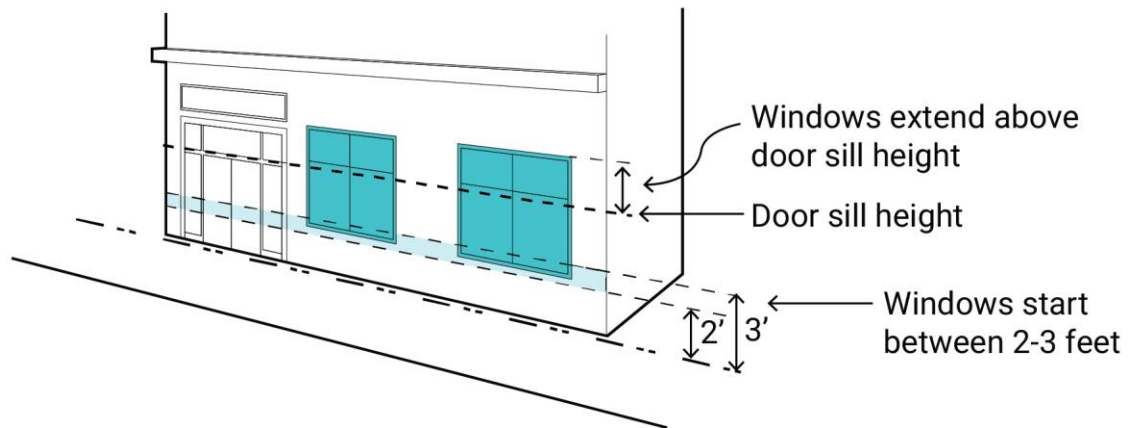


Figure 18.50.050(B)(6)(a)(i)(1): Ground floor windows — VMU District

- ii. Reductions and Exceptions. A reduction or exception to the applicable objective building transparency standard for nonresidential uses may be granted by the decision maker subject to both of the following findings:
 - (1) The proposed use has certain operational characteristics with which providing the required windows and openings is incompatible.
 - (2) Street-facing building walls exhibit architectural relief and detail, and are enhanced with landscaping to create visual interest at the pedestrian level.
- b. Residential Uses: Window Trim or Recess. Windows for residential uses shall have trim at least three (3) inches wide and one-half (0.5) inch in depth, or be recessed at least two (2) inches from the plane of the surrounding exterior wall.

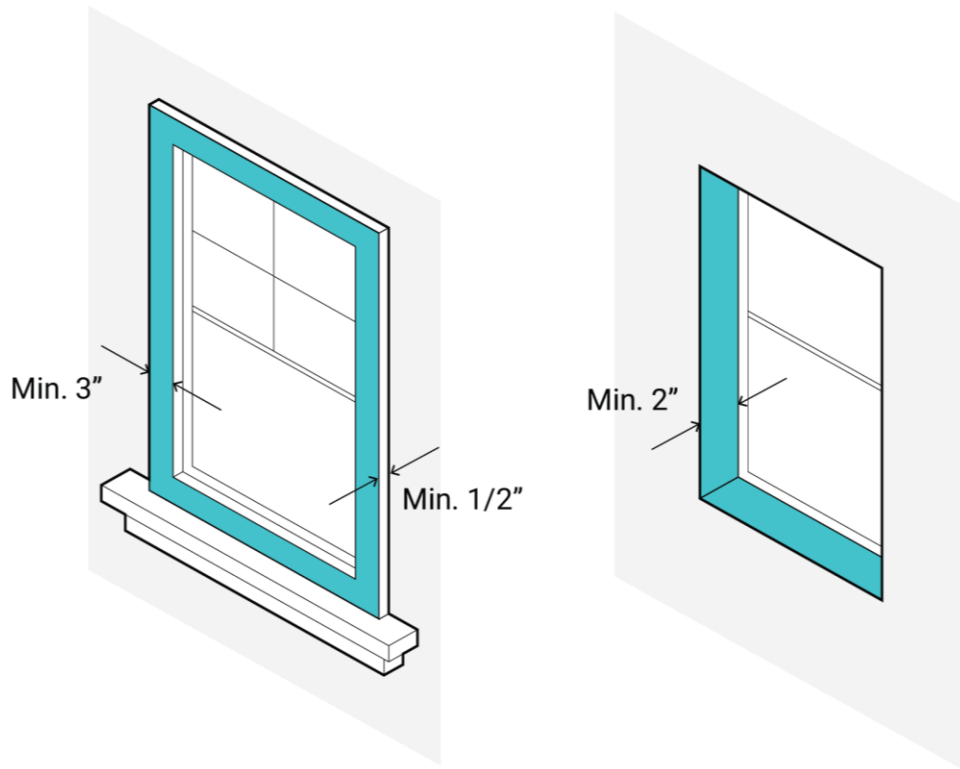


Figure 18.50.050(B)(6)(b): Residential window detail

- c. Residential Uses: Transparency/Required Openings for Common Spaces. Exterior walls of common spaces, such as lobbies and community spaces, within twenty (20) feet of a front or street side lot line or publicly accessible sidewalk shall include windows, doors, or other openings for at least thirty percent (30%) of the building wall on which they are adjacent, between two and a half (2.5) feet and seven (7) feet above the level of the sidewalk.

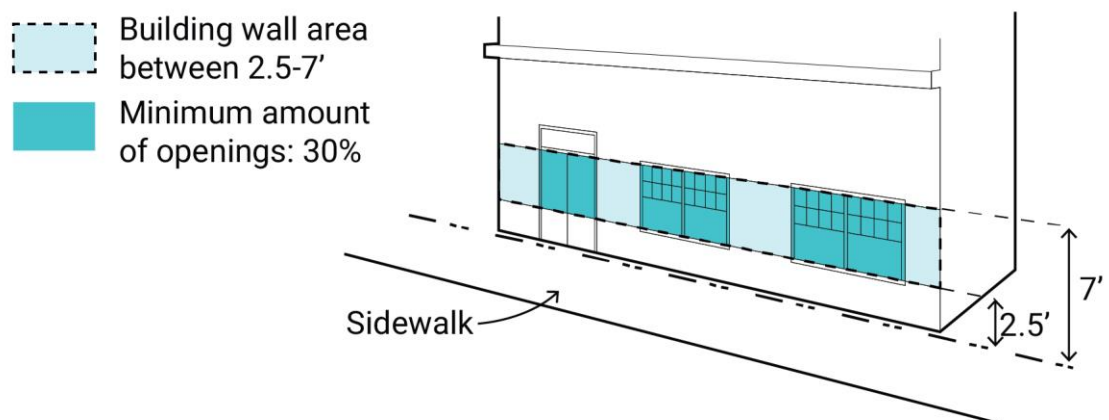


Figure 18.50.050(B)(6)(c): Window opening and transparency, residential common spaces

C. Space Requirements.

1. Residential Uses.

- a. Minimum Ground Floor Height. The minimum ground floor height for residential uses is ten (10) feet measured floor to floor.

2. Nonresidential Uses.

- a. Minimum Ground Floor Height. For nonresidential spaces planned for a restaurant use, the minimum ground floor height limit is eighteen (18) feet measured floor to floor. The minimum ground floor height for nonresidential spaces planned for uses other than restaurants is fifteen (15) feet measured floor to floor.
- b. Minimum Tenant Space Depth.
 - i. Generally. Nonresidential ground floor interior tenant spaces shall be a minimum of thirty-five (35) feet in depth.
 - ii. Planned Restaurant Use. For nonresidential spaces that have a planned restaurant use, the minimum depth shall be sixty (60) feet for at least fifty percent (50%) of the width of the tenant space or twenty-five (25) feet, whichever is wider.
 - iii. Reductions and Exceptions. A reduction or exception to the applicable objective minimum depth standard may be granted by the decision maker if a finding can be made that the site is small or constrained.
- c. Required Restaurant Space. For lots larger than twenty thousand (20,000) square feet, a minimum of twenty-five percent (25%) of the ground floor nonresidential area of mixed-use development shall be designed to accommodate a restaurant use. Restaurant uses require grease traps, a minimum of one (1) restroom per tenant, a separate ventilation system, and an enclosure for waste receptacles.
- d. Indoor/Outdoor Connections. The design of ground floor commercial uses in the MMU, SEMU-R, and CSMU Districts shall promote indoor/outdoor connections by providing at least one (1) of the following:
 - i. Sliding or removable windows/doors.
 - ii. Low planters with seat walls a minimum width of twelve (12) inches.
 - iii. Entrances, recessed a minimum of four (4) feet, and porticos that allow outdoor seating or display.

- iv. Awnings and canopies that may encroach into the public right-of-way subject to approval of an encroachment permit by the Public Works Department.
- 3. Required Residential Amenities. Amenities that enhance the livability of the project shall be provided.
 - a. Activity Areas. Private and common open spaces, playground or outdoor active recreation facility, such as a lap pool.
 - i. Amount of Activity Area.
 - (1) RM Districts. In RM Districts, a minimum of one hundred fifty (150) square feet of activity area shall be provided per dwelling unit.
 - (2) Other Districts. In Districts other than RM Districts, a minimum of sixty (60) square feet of activity area shall be provided per dwelling unit.
 - ii. Configuration of Activity Area.
 - (1) Required activity area shall be provided as a combination of private open space and common open space or indoor activity space as follows:
 - (a) A minimum of seventy-five percent (75%) of units located above the ground level shall be provided private open space above the ground level (i.e., balconies) consistent with Subsection 4.a.iii, Private Open Space, below. An exception to this objective activity area configuration standard may be granted by the decision maker if a finding can be made that alternative configurations of activity area suited to the needs of the residents are provided.
 - (b) The balance of the required activity area shall be provided outdoors as private open space or common open space that meet the standards of this Section. Common indoor activity space may substitute outdoor activity area for up to fifty percent (50%) of the required area, as follows.
 - (i) Outdoor activity area may be substituted by common indoor activity space at a rate of two (2) feet of common indoor activity space provided for every one (1) foot of required outdoor activity area.
 - (2) The required activity area shall be located on the same lot as the associated residential dwelling units. An exception to this objective activity area location standard may be granted by the decision maker if a finding can be made that an activity area is on a separate common lot within the development that can effectively be used by residents.
 - (3) No portion of required activity area shall be used for storage, driveways, or vehicle parking and loading facilities.

iii. Private Open Space. Private open space provides open space areas for the exclusive use of the occupants of an individual dwelling unit and includes but is not limited to balconies, decks, terraces, patios, fenced yards, and other similar private areas.

(1) Minimum Dimensions. Private open space located on the ground level (e.g., yards, decks, patios) shall be a minimum of eight (8) feet by eight (8) feet. Private open space located above ground level (e.g., balconies) shall be a minimum of five (5) feet by five (5) feet.

(2) Accessibility. Private open space shall be accessible to only one (1) dwelling unit by a doorway to a habitable room or hallway.

(3) Surfacing. A surface shall be provided that allows convenient use for outdoor living and/or recreation. Such surface may be any practicable combination of groundcover, garden, flagstone, wood planking, concrete, or other serviceable, dust-free surfacing. Surfaces shall not exceed a ten percent (10%) slope.

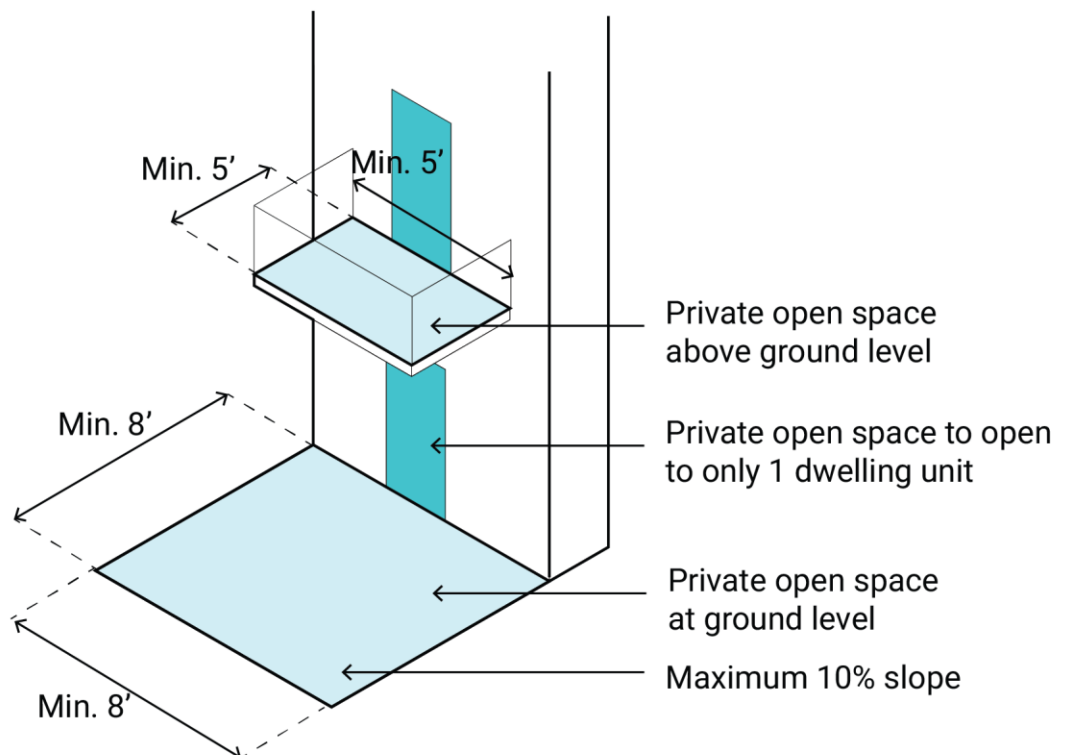


Figure 18.50.050(C)(4)(a)(iii): Private open space

iv. Common Open Space. Common open space provides open space areas for recreation and enjoyment with shared access for all building occupants. Common open space includes but is not limited to courtyards, terraces, pet areas, gardens, plazas, landscaped areas, patios, swimming pools, barbeque areas, athletic courts or fields, playgrounds, recreation areas, rooftop amenities, and other similar outdoor common areas intended for shared use by building occupants.

(1) Minimum Dimensions. Common open space shall be a minimum of twenty (20) feet by twenty (20) feet.

(2) Accessibility. Common open space shall be accessible to all building occupants. A minimum seven (7) foot-wide passageway, shall be provided to any required common open space. The passageway shall contain a minimum four (4) foot wide walkway and any area not included in the walkway shall be landscaped.

(3) Surfacing. A surface shall be provided that allows convenient use for outdoor living and/or recreation. Such surface may be any practicable combination of groundcover, garden, flagstone, wood planking, concrete, decking, or other serviceable, dust-free surfacing. Surfaces shall not exceed ten percent (10%) slope.

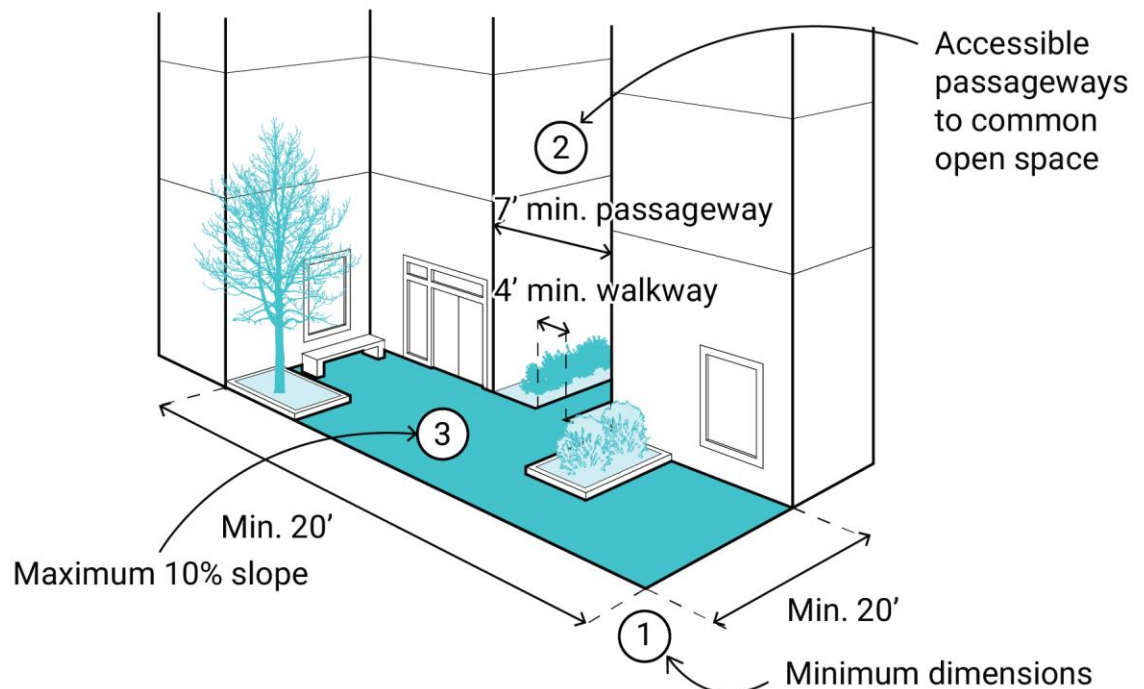


Figure 18.50.050(C)(4)(a)(iv): Common open space

- v. Common Indoor Activity Space. Common indoor activity space provides indoor amenity with shared access for all building occupants. Common indoor activity space includes but is not limited to fitness centers, shared workspaces, study rooms, conference and community rooms, joint eating and cooking areas, indoor play areas, screening room, and other similar common areas intended for shared use by building occupants.
 - (1) Minimum Dimensions. Common indoor activity space shall be a minimum of twenty (20) feet by twenty (20) feet. A reduction to this objective dimensional standard may be granted by the decision maker if a finding can be made that a usable activity area of lesser size is adequate to serve the residents.
 - (2) Accessibility. Common indoor activity space shall be accessible to all building occupants.
- b. Other Amenities. In addition to the required activity area above, projects shall include at least two (2) of the following amenities.
 - i. In-unit washer and dryer.
 - ii. Enclosed, lockable storage space at least two hundred (200) cubic feet in size with minimum dimension of four (4) feet by eight (8) feet for a minimum of fifty percent (50%) of the units.
 - iii. On-site child care facility.
 - iv. Provision of car sharing service, including parking spaces. Car share parking spaces shall be accessible to car share subscribers twenty-four (24) hours a day, seven (7) days a week.
- c. Reductions and Exceptions. A reduction or exception to the applicable objective residential amenity standard may be granted by the decision maker if a finding can be made that alternative amenities that are comparable in value and benefit residents are provided.

D. Site Design Requirements.

- 1. Frontage Improvements. Frontage improvements consistent with the General Plan, Bicycle and Pedestrian Master Plan, applicable Specific Plan and/or development strategy, Subdivision Improvement Standards, and any other applicable standard or requirement of the City shall be provided for all subdivisions, new construction, and additions of ten thousand (10,000) square feet or more of gross floor area.
- 2. Public Open Space. Where provided, public open spaces shall be consistent with the following standards.

- a. Line the edges of blocks with buildings to frame public open space by placing building edges along a minimum of fifty percent (50%) of the open space perimeter.
- b. Provide direct access from a publicly accessible sidewalk to public open spaces. Do not locate ground level public open space accessible only from inside the building.
- c. Tree canopies or permanent shade structures shall provide shade for at least twenty-five percent (25%) of open space areas.

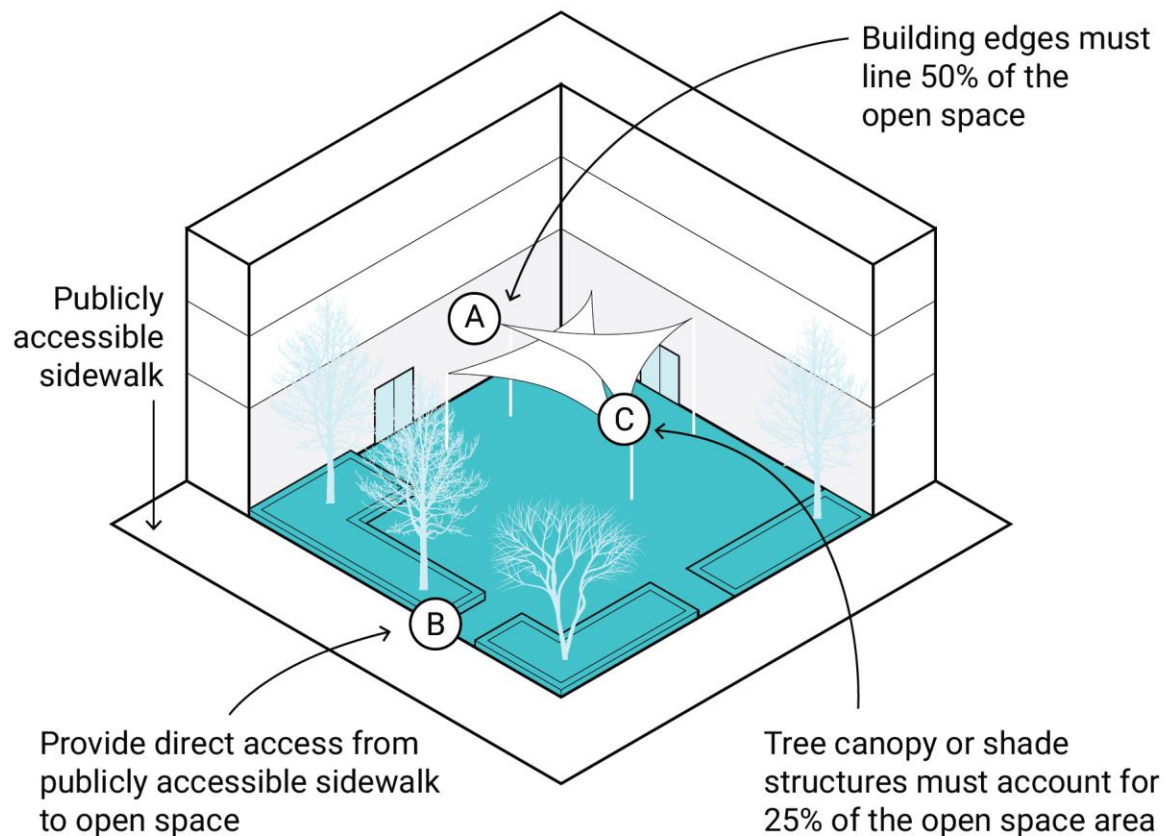


Figure 18.50.050(D)(2): Public open space site design

- d. Paseos. Public open space designed as a paseo shall be consistent with the following standards.
 - i. Within the SEMU-R zoning district: for the portions of the buildings that front onto a paseo and have a length longer than ninety (90) feet and where the paseo is less than forty (40) feet in width, the surface area of third floor and fourth floor paseo-facing walls shall be no more than eighty-five percent (85%) of the surface area of the first-floor paseo-facing wall.

- (1) The surface area of a wall is calculated as the length of the building wall of the applicable floor multiplied by the height of that floor.

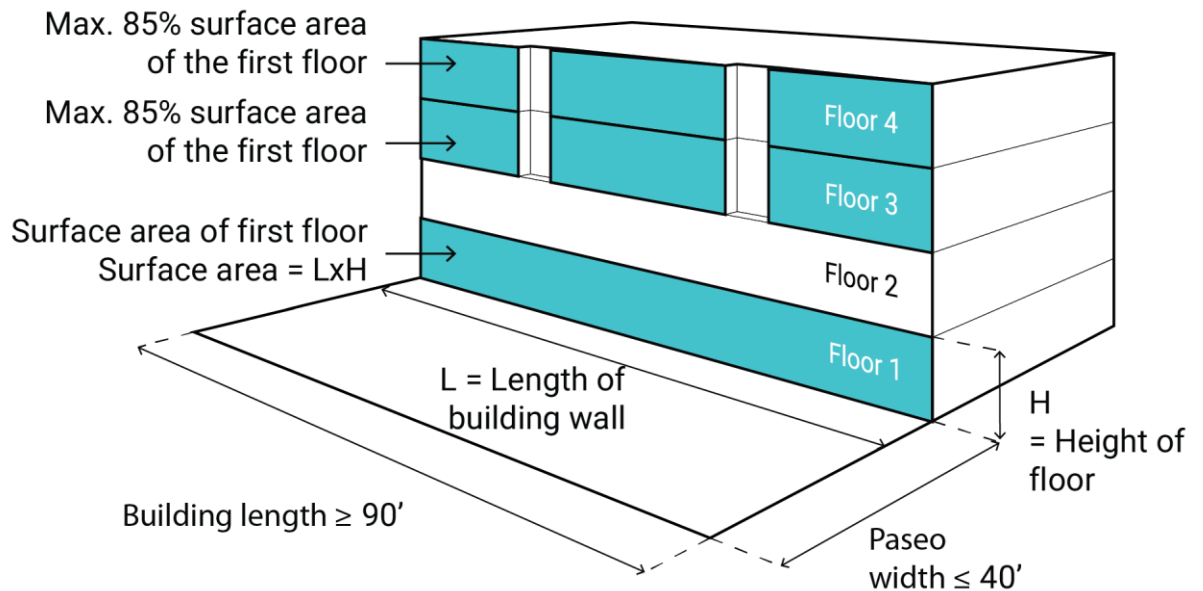


Figure 18.50.050(D)(2)(d)(i): Paseo standards — SEMU-R District

- ii. Paseos in zoning districts other than SEMU-R shall have a minimum width of forty (40) feet.
 - iii. Paseos shall have end to end visibility, and align and connect with streets, other paseos or paths.
 - iv. Paseos shall have a minimum lighting level of one (1.0) foot-candle.
3. Roof Deck Planting. Planting on roof decks requires a minimum soil depth of twenty-four (24) inches for shrubs, perennials, and ground cover and a minimum of forty-two (42) inches for trees.
 - a. Reductions and Exceptions. A reduction to the applicable objective soil depth standard may be granted by the decision maker if a finding can be made that a reduced soil depth is adequate to support the proposed planting in good growing condition.
 4. Lighting.
 - a. Minimum Lighting. A minimum of one (1.0) foot-candle lighting level shall be provided for all walkways throughout the site and in all parking areas. Motion sensors shall be provided for areas inside and directly adjacent to trash enclosure areas.

- b. **Maximum Height of Freestanding Lighting Standards.** The maximum height of a freestanding lighting standard in pedestrian areas and courtyards is sixteen (16) feet. Lighting shall be shielded from adjacent residential windows and private outdoor areas.
- c. **Attached Fixtures.** Fixtures on buildings shall be attached only to walls or eaves, and the top of the fixture shall not exceed the height of the parapet or roof or eave of roof.

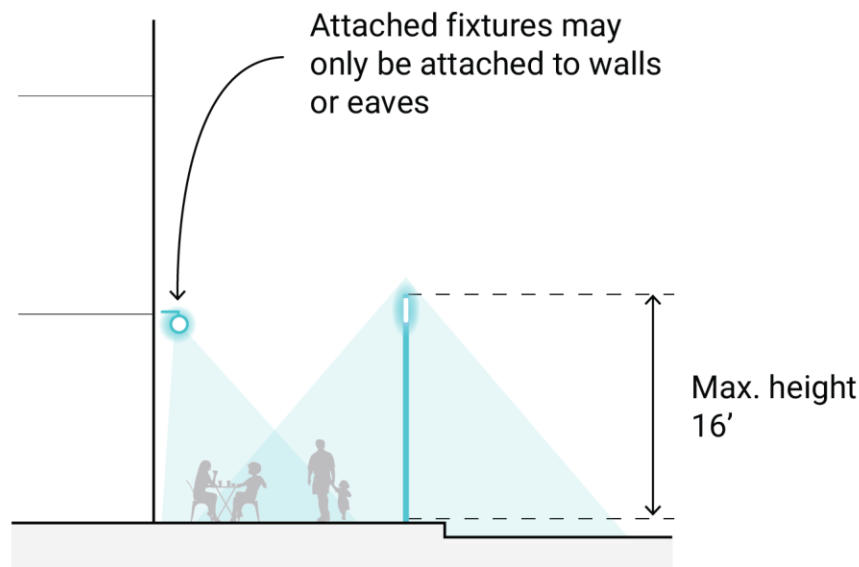


Figure 18.50.050(D)(4)(c): lighting fixture design

- 5. **Utilities.** All new transformers, switching boxes, and similar appurtenances and utility equipment shall be located below-grade, in closets or interior of buildings, or in locations not visible from public right-of-way, unless prohibited by the utility provider. When screened within an enclosure, the enclosure shall have walls matching the material and color of the nearest building, be located no closer to the street than a building, and be surrounded by landscaping such as trees, shrubs, and climbing vines, that screen the enclosure, unless prohibited by the utility provider.
 - a. **Reductions and Exceptions.** A reduction or exception to the applicable objective utility standard may be granted by the decision maker if a finding can be made that the proposed design reduces the visual impact of utilities to the greatest extent feasible.
- 6. **Vehicle Parking.**
 - a. **Access.**

- i. Access to parking facilities shall be from an alley or secondary street, wherever such alley or secondary access is feasible.
 - (1) Additional Access Limitations, CSMU District. The following additional access limitations apply in the CSMU District.
 - (a) Driveway entries/exits shall be prohibited on Decoto Road.
 - (b) Driveway entries/exits shall be prohibited on Eleventh Street, Union Square, and Railroad Avenue wherever access to parking facilities from another street or alley is feasible.
- ii. Driveway entries/exits shall be located at least twenty-five (25) feet from any primary building entrance facing the same street frontage.
- iii. Sidewalk material and grade shall be maintained as the sidewalk crosses a driveway.
- iv. Driveway pavement shall be enhanced with one (1) of the following treatments:
 - (1) Textured concrete banding. A concrete area border created with a different textured finish than the inner concrete area.
 - (2) Trowel finish banding. A concrete area border created with a trowel finish.
 - (3) Stamped concrete. Patterned concrete or imprinted concrete created by using rubber stamps or similar method to imprint patterns into the concrete.
 - (4) Integral concrete. Concrete mixed with finely ground iron oxide pigments, called integral colors, before it is poured.
 - (5) Broom finish. Rough textured finished obtained by dragging a broom on the trowelled surface of the concrete while the concrete is still fresh.
 - (6) Salt finish. A rough textured, slip-resistant surface on freshly poured concrete created by inserting coarse rock salt crystals into the wet concrete.
 - (7) Exposed aggregate finish. A rough textured surface on concrete created with a top layer of exposed aggregate.
 - (8) Trowel joints. Textured surface created using a tool with a flat blade designed to spread concrete, mortar, or plaster.



Figure 18.50.050(D)(6)(a)(iv): Driveway pavement treatment

- v. Surface parking lots with twenty-five (25) or more parking spaces shall provide a pedestrian walkway between rows of parking and extending to the main building entry. The walkway shall be of a different paving material than the drive aisles and parking spaces and be separated from ends of parking spaces by a raised curb at least six (6) inches high.

(1) Surface Parking Prohibited, CSMU District. Parking in the CSMU District is required to be structured. Parking lots are not allowed after the initial phases of development.

- b. Parking Structures. Parking structures shall be fully screened using decorative screening, or other decorative elements constructed of durable, high-quality materials or trellis structures with integrated irrigation that support vertical planting shall be provided on all parking structure façades that are visible from any public right-of-way.

c. Residential Districts.

- i. Structured Parking — Location. Any parking within a structure with three (3) or more feet above ground shall be located a minimum of forty (40) feet from the primary street facing lot line. For lots with multiple street frontages, the primary street facing lot line shall be that abutting the street with the highest roadway classification or, in the case of streets with equal roadway classifications, the street with the highest number of pedestrian building entrances on the block. This requirement does not apply to garages that accommodate parking for a single dwelling unit.

(1) Reductions and Exceptions. A reduction or exception to the applicable objective residential parking facility standard may be granted by the decision maker subject to both of the following findings:

- (a) The design incorporates habitable space built close to the publicly accessible sidewalk to the maximum extent feasible.
- (b) The site is physically constrained such that underground parking or above ground parking located more than forty (40) feet from the primary street frontage is not feasible.

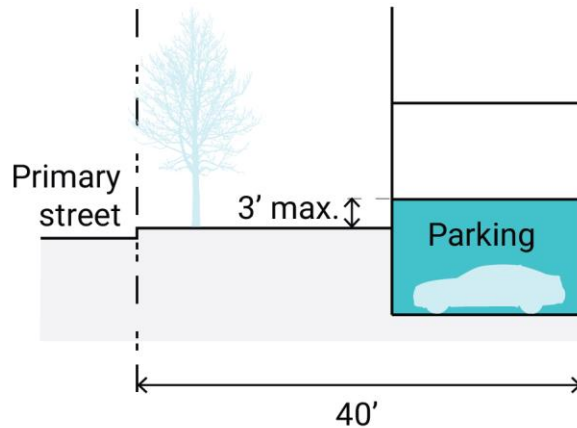


Figure 18.50.050(D)(6)(c)(i): Structured parking location limitation — residential districts

- ii. Above Ground Parking — Maximum Parking Frontage. On lots fifty (50) feet or wider, the total width of above ground parking areas visible from the public right-of-way, including open parking, carports, and garages, shall not exceed forty percent (40%) of any public right-of-way frontage.

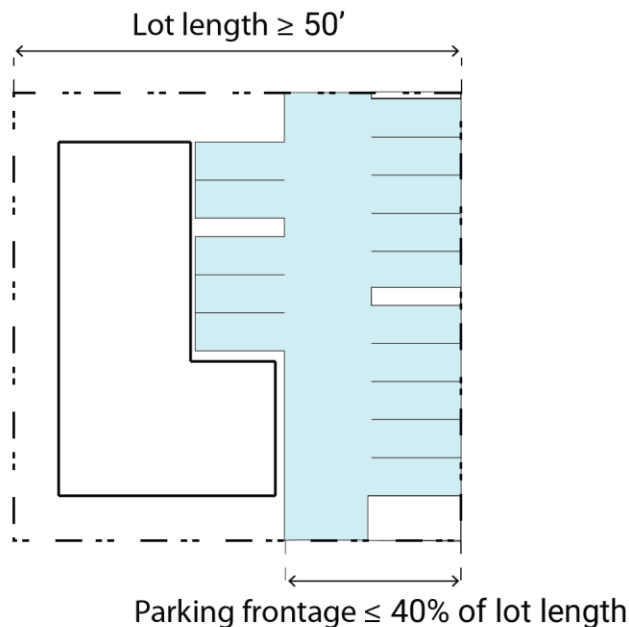


Figure 18.50.050(D)(6)(c)(ii): Above ground parking frontage limitation — residential districts

(1) Reductions and Exceptions. A reduction or exception to the applicable objective above ground parking frontage standard may be granted by the decision maker to allow a greater width subject to both of the following findings:

(a) The lot is constrained such that limiting the visibility of above ground parking to forty percent (40%) of the public right-of-way frontage is not feasible.

(b) Landscaping and other treatments have been incorporated to minimize the visibility of above ground parking from the public right-of-way frontage.

iii. Individual Garage Design. The following shall apply to all entrances of garages that accommodate parking for a single dwelling unit.

(1) Garage entrances located on street facing building frontages shall be recessed a minimum of twelve (12) inches behind the front elevation wall plane.

(2) All garage doors within the project shall be a fully insulated metal or fiberglass roll-up design with baked-on finish and installed with automatic door openers. Top window bands are allowed.

(3) The applicant and/or property owner shall provide multiple garage door designs for the development. Identical garage door designs shall not be located adjacent to one another.

d. Districts Other Than Residential Districts. In all districts other than Residential Districts, the following shall apply:

i. Limitations on Location of Parking. Above ground parking and any parking within a structure with three (3) or more feet above ground, shall be located a minimum of forty (40) feet from the primary street facing lot line. For lots with multiple street frontages, the primary street facing lot line shall be that abutting the street with the highest roadway classification or the street with the highest number of pedestrian building entrances.

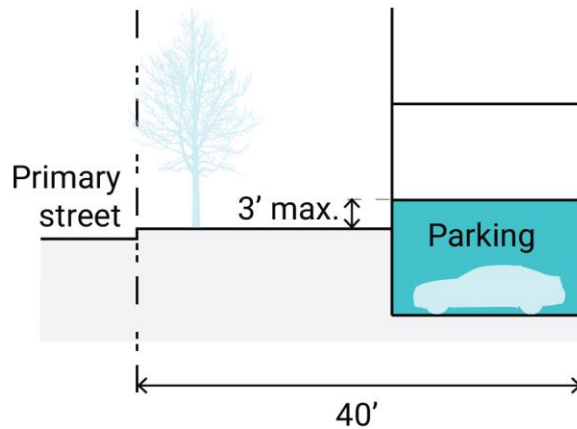


Figure 18.50.050(D)(6)(d): Parking location limitation — other districts

(1) Reductions and Exceptions. A reduction or exception to the applicable objective limitation on location of parking standard may be granted by the decision maker subject to both of the following findings:

- (a) The design incorporates conditioned, usable space, or active open space close to the publicly accessible sidewalk to the maximum extent feasible.
- (b) The site is physically constrained such that underground parking or above ground parking located more than forty (40) feet from the primary street frontage is not feasible.

7. Pedestrian Access. On-site pedestrian circulation and access shall be provided according to the following standards.

- a. Internal Connections. A system of pedestrian walkways shall connect all buildings on a site to each other, to on-site automobile and bicycle parking areas, and to any on-site open space areas or pedestrian amenities.
- b. Circulation Network. On-site walkways shall be connected to the publicly accessible sidewalk and other planned or existing pedestrian routes. An on-site walkway shall connect the primary building entry or entries to a publicly accessible sidewalk on each street frontage.
- c. Transit. Where transit stops are located adjacent to the lot frontage, pedestrian connections shall be provided from the transit stop to the primary building entrance of all buildings on the lot.
- d. Pedestrian Walkway Design.

- i. Walkways shall be a minimum of four (4) feet wide, shall be hard-surfaced, and paved with concrete, stone, tile, brick, or comparable material. Walkways shall be ADA compliant.
 - ii. Where a required walkway crosses parking areas or loading areas, it shall be clearly identifiable through the use of a raised crosswalk, a different paving material, striping, or similar method.
 - iii. Where a required walkway is parallel and within two (2) feet of an auto travel lane, it shall be raised or separated from the auto travel lane by a physical barrier consisting of a raised curb at least four (4) inches high.
- e. Reductions and Exceptions. A reduction or exception to the applicable objective public access standard may be granted by the decision maker if a finding can be made that adequate and safe pedestrian access is provided to and throughout the site.

Chapter 18.26 MARKETPLACE MIXED USE (MMU) DISTRICT

18.26.150 Design criteria.

A. All development shall comply with Section 18.24.050.

18.26.190 Off-street parking.

A. Off-street automobile parking shall be provided consistent with the following standards.

Vehicular Parking Requirements	Minimum Off-Street Parking Requirements	Maximum Off-Street Parking Allowed
1. Residential		
Studio	0.75 space/dwelling unit	1.25 spaces/dwelling unit
1 Bedroom	1.0 space/dwelling unit	2.0 spaces/dwelling unit
2 Bedroom	1.25 spaces/dwelling unit	2.0 spaces/dwelling unit
3+ Bedroom	1.5 spaces/dwelling unit	2.5 spaces/dwelling unit
2. Affordable Housing		
	0.5 space/bedroom	2.0 spaces/dwelling unit
3. Nonresidential		
Retail	1.0 space/300 square feet	1.0 space/200 square feet
Office	1.0 space/300 square feet	1.0 space/250 square feet
Other Uses	See Section 18.36.050	See Section 18.36.050

Notes:

1. Tandem parking spaces can be substituted for regular parking spaces up to ten percent (10%) of the required parking demand.

2. Consistent with Government Code Section 65863.2, automobile parking requirements may be waived for a residential, commercial, or other development project if the project is located within one-half (1/2) mile of public transit, which includes a rail or bus rapid transit station, the intersection of two (2) or more bus routes with service intervals of fifteen (15) minutes or less during morning and afternoon commute periods, and any major transit stops included in the applicable regional transportation plan.

B. A minimum of one (1) motorcycle parking stall that is enclosed and weather-protected shall be provided for every twenty-five (25) units.

C. Joint use of parking spaces may be allowed subject to the limitations and conditions included in Section 18.36.160.

18.26.200 Bicycle parking.

A. Bicycle parking facilities shall be provided, at a minimum, in an amount equal to:

Bicycle Parking Requirements	Short-Term Bicycle Parking Requirements	Long-Term Bicycle Parking Requirements
Residential with private garage for each unit	1.0 space/20 dwelling units. Minimum of 2 spaces.	None
All other residential	1.0 space/20 dwelling units. Minimum of 2 spaces.	1.0 space/4 dwelling units. Minimum of 2 spaces.
Retail	1.0 space/3,000 square feet.	1.0 space/10,000 square feet
Office, R&D, and Other Nonresidential uses	1.0 spaces/8,000 square feet. Minimum of 2 spaces.	1.0 space/4,000 square feet

B. Required facilities shall be designed and installed in conformance with the design criteria outlined in Section 18.28.080.

C. Bicycle parking may be substituted for automobile parking subject to the provisions outlined in Section 18.28.090 and approval by the decision makers.

18.26.210 Loading.

A. Loading docks and/or berths shall be provided on site to serve the use. Such facilities shall be designed according to the following standards unless an alternative

design is approved through the site development review or administrative site development review process.

1. Loading docks shall be located inside a building and equipped with closable doors.
2. Loading zones shall be provided along the street frontage(s).

Chapter 18.27 VILLAGE MIXED USE (VMU) DISTRICT

18.27.170 Design criteria.

- A. All development shall comply with Section 18.24.050.
- B. All standalone commercial development shall comply with the Design Guidelines for Old Alvarado.

18.27.180 Off-street parking.

Parking shall be required subject to the following:

- A. Residential Uses. Provide automobile and bicycle parking consistent with the RM 1500 zoning district per Section 18.32.160, except that one hundred percent (100%) affordable rental developments may provide off-street parking pursuant to the standards contained in Section 18.32.160(B)(5).
- B. Commercial Uses. Provide automobile and bicycle parking at commercial district standards per Section 18.36.150. For commercial uses on the ground floor as part of a mixed-use development, shared parking shall be evaluated on a case-by-case basis.
- C. The decision maker may grant relief from the off-street parking requirements, if it can be demonstrated that sufficient parking is available off-site to service the proposed use.

18.27.190 Off-street loading.

- A. Loading docks and/or berths shall be provided on-site to serve the use. Such facilities shall be designed according to the following standards unless an alternative design is approved through the site development review or administrative site development review process.
 1. Loading docks shall be located inside a building and equipped with closable doors.
 2. Loading zones shall be provided along the street frontage(s).

Chapter 18.28 OFF-STREET PARKING AND LOADING

18.28.080 Design criteria for bicycle parking facilities.

A. Short- and Long-Term Bicycle Parking Required. Unless otherwise stated in another part of this Code, required bicycle parking shall be designed as either short- or long-term bicycle parking as follows.

1. Four or Fewer Required Bicycle Parking Spaces. Where four (4) or fewer bicycle parking spaces are required, the required bicycle parking spaces shall be designed as short-term bicycle parking in compliance with the standards of this Section.
2. Five or More Required Bicycle Parking Spaces. Where five (5) or more bicycle parking spaces are required, the required bicycle parking spaces shall be designed as short- or long-term bicycle parking in compliance with the standards of this Section as follows:
 - a. A minimum of four (4) bicycle parking spaces shall be designed as short-term bicycle parking.
 - b. A minimum of twenty percent (20%) of the required bicycle parking spaces shall be designed as long-term bicycle parking.
 - c. The balance of the required bicycle parking spaces shall be designed as either short-term bicycle parking or long-term bicycle parking.

B. Short-Term Bicycle Parking. Short-term bicycle parking intended to serve customers, messengers, and other visitors to a site who generally stay for a short time, shall be designed as specified below.

1. Location. Short-term bicycle parking shall be located within fifty (50) feet of a main entrance to the building it serves and visible from a main entrance if feasible. Where the bicycle parking area is not visible from a main entrance of the building, signs located at the main entrance of the building shall identify the location of bicycle parking.
 - a. Required short-term bicycle parking may be located within the public right-of-way with an encroachment permit issued by the City.
2. Anchoring and Security. For each short-term bicycle parking space required, a stationary, securely anchored object shall be provided to which a bicycle frame and one (1) wheel (two (2) points of contact) can be secured with a high-security U-shaped shackle lock if both wheels are left on the bicycle. One (1) such object may serve multiple bicycle parking spaces.

3. Size. Each short-term bicycle parking space shall be a minimum of two (2) feet in width and six (6) feet in length and shall be accessible without moving another bicycle.
4. Clearance.
 - a. Between Racks. Three (3) feet of clearance shall be provided between bicycle parking racks.
 - b. Between Other Elements. Two (2) feet of clearance shall be provided between short-term bicycle parking spaces and adjacent walls, poles, landscaping, street furniture, drive aisles, pedestrian ways, and curbs.

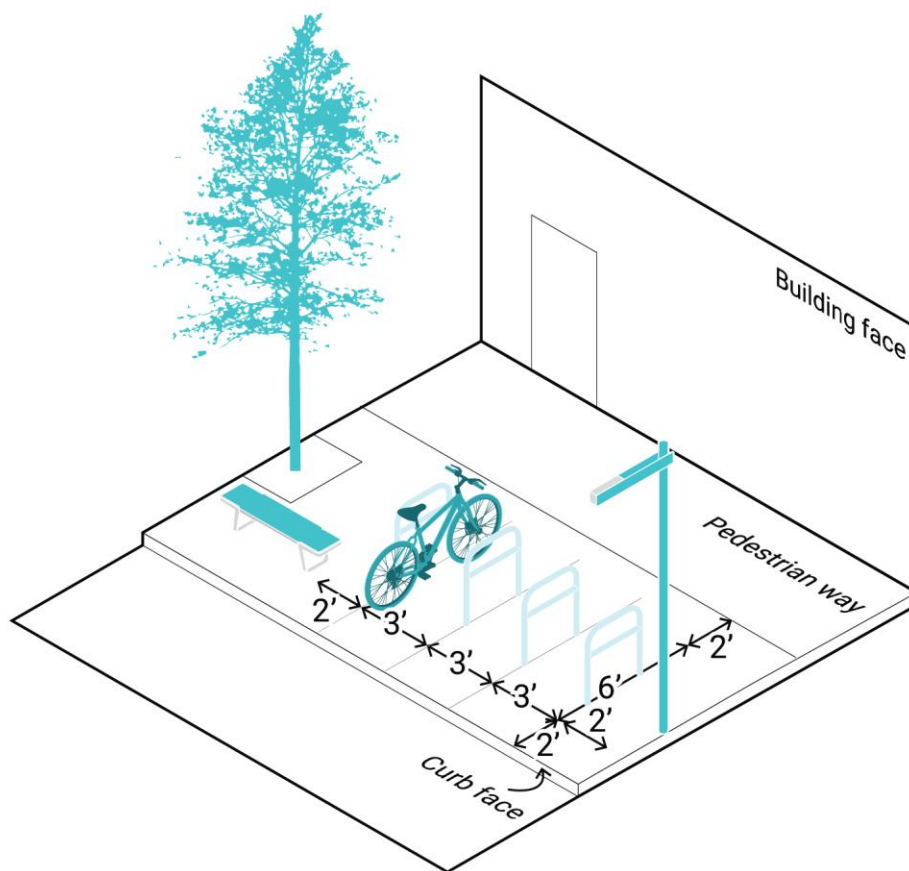


Figure 18.28.080(B): Short-term bicycle parking

5. Lighting. A minimum of one (1.0) foot-candle lighting level shall be provided in all short-term bicycle parking areas.
- C. Long-Term Bicycle Parking. Long-term bicycle parking intended to serve employees, residents, visitors, and others who generally stay at a site for four (4) hours or longer shall be designed as specified below.

1. Location. Long-term bicycle parking shall be located on the same lot as the use it serves. In parking garages, long-term bicycle parking shall be located within one hundred (100) feet of an entrance to the facility.
2. Covered Spaces. Long-term bicycle parking shall be covered either inside a building, under roof overhangs or awnings, in bicycle lockers, or within or under other structures.
3. Security. Long-term bicycle parking shall be in one (1) of the following locations.
 - a. A fully enclosed bicycle locker accessible only by the owner or operator of the bicycle.
 - b. A fenced, covered, and locked or guarded bicycle storage area.
 - c. A rack or stand inside a building that is within view of an attendant or security guard, visible from employee work areas, or within a secure/restricted bicycle storage room.
 - d. A unit with a foyer that accommodates a wall-mounted bike rack.
 - e. Other secure area approved by the decision maker.
4. Size. Each long-term bicycle parking space shall be a minimum of two (2) feet in width and six (6) feet in length and shall be accessible without moving another bicycle.
5. Clearance.
 - a. Between Racks. Three (3) feet of clearance shall be provided between bicycle parking racks.
 - b. Between Other Elements. Two (2) feet of clearance shall be provided between long-term bicycle parking spaces and adjacent walls, poles, landscaping, street furniture, drive aisles, pedestrian ways, and curbs.
6. Accessibility. Long-term bicycle parking areas shall be accessible from the public right-of-way via at least one (1) main access path that meets the following criteria.
 - a. The access path shall be clear at all times.
 - b. The access path shall be a minimum of four (4) feet wide.
 - c. Any doors the path goes through shall have a minimum width of three (3) feet.
 - d. The access path shall not exceed five percent (5%) slope.
 - e. The access path shall not require any lifting of a bicycle over steps.

- f. Elevators, when used as part of the path, shall have minimum interior dimensions of eighty (80) inches by fifty-four (54) inches.
7. Lighting. A minimum of one (1.0) foot-candle lighting level shall be provided in all long-term bicycle parking areas.
8. No Lifting. A minimum of twenty percent (20%) of long-term bicycle parking spaces shall be designed so that the bicycle does not need to be lifted in order to be secure.
9. Electrical Service. A minimum of twenty percent (20%) of long-term bicycle parking spaces shall have access to an electrical outlet for charging.
10. Racks and Stands. Racks and stands, if used, shall be securely anchored to the ground or building and be designed to enable a bicycle frame and one (1) wheel (two (2) points of contact) to be secured with a high-security U-shaped shackle lock if both wheels are left on the bicycle.

18.28.090 Substitution of automobile parking with bicycle parking facilities.

Subject to approval by the decision maker, the required automobile parking demand for a particular use may be reduced by up to ten percent (10%) when additional bicycle parking facilities are provided beyond what is required by the applicable provisions listed in this title. The required automobile parking demand may be reduced at a rate of one (1) parking space for each six (6) additional bicycle parking facilities provided.

18.28.100 Transportation demand management programs.

A. Subject to use permit approval, up to a twenty-five percent (25%) reduction in required parking demand may be granted by the decision-making body if transit demand management (TDM) measures are implemented that reduce a project's overall number of vehicle trips generated and related parking demand. TDM measures may include, but are not limited to, provision of shuttles to and from BART, implementation of public transit pass programs, installation of showers and lockers to encourage people to bike or walk to work, preferential parking for people who car pool, etc.

B. A TDM plan, prepared by a qualified professional, shall be submitted with the use permit application. At a minimum, the TDM plan shall include a description of proposed TDM measures, a quantitative analysis of how measures will reduce the project's vehicles trips generated and related parking demand, and a detailed implementation plan to ensure TDM management through the life of the use permit. A responsible party (i.e., project applicant, property owner, homeowner's association, etc.) shall be identified for the implementation and management of the plan. The proposed parking demand reduction will be based on the information contained in the TDM plan. The City shall hire a consultant, at the applicant's and/or property owner's expense, to conduct a third-party peer review of the TDM plan.

C. Yearly monitoring reports (measured from the date of use permit approval) shall be submitted by the responsible party listed in the TDM plan to the Economic and Community Development Department. Monitoring reports shall detail the TDM measures being implemented and the success of these measures including the number and percentages of people who are utilizing TDM programs and the amount of vehicle trips reduced. Monitoring reports shall be prepared by a qualified professional and may be subject to a third-party peer review paid for by the applicant and/or property owner. Failure to implement the programs and/or strategies listed in the TDM plan or failure to submit monitoring reports in a timely manner may result in revocation of the use permit subject to the provisions listed in Section 18.56.100.

D. This provision applies to the following types of uses:

1. Commercial;
2. Industrial;
3. Private institutional; and
4. Multifamily residential.

Chapter 18.32 RESIDENTIAL DISTRICTS

18.32.040 Walls, fences and hedges.

A. Walls, fences and hedges located in any residential district shall be subject to the following height, location and design restrictions.

1. In the required rear and interior side yards the maximum height shall be six (6) feet as measured above the surface of the ground, except that an additional one and one-half (1.5) foot of lattice may be added above a six (6) foot high fence.

2. Height Exception. Fences a maximum of eight (8) feet in height may be allowed in the required rear yard or interior side yards when the yard abuts a flood control channel, railroad, park, licensed residential care or health facility, school, child care center, commercial use, industrial use or major arterials, including Alvarado-Niles Road, Dyer Street, Decoto Road, Whipple Road, Union City Boulevard, Mission Boulevard, Alvarado Boulevard and Lowry Road. Soundwalls are exempted from height restrictions when they are part of a site development review approval of a subdivision. The owner of the lot on which an eight (8) foot fence is constructed in accordance with this subsection shall reduce the fence height to six (6) feet within thirty (30) calendar days of the removal, relocation, or the termination of operations of the adjacent facility or use. When an eight (8) foot fence adjoins a fence of a lower height at any point other than at the intersection of two (2) or more lot lines, the eight (8) foot fence shall be designed to step or slope down to the height of the adjoining fence.

3. When located in the front yard, the maximum height shall be three (3) feet above the surface of the ground.

4. On corner and reverse corner lots, the maximum height shall be three (3) feet in the exterior side yard, except that fences meeting the other requirements listed in Section 18.32.040(A) may be permitted when located ten (10) feet from the side street lot line and at least thirty-five (35) feet from the front lot line, but not closer to the front lot line than the front face of the structure.

5. On lots developed with multifamily residential uses, fences a maximum of eight (8) feet in height may be permitted to enclose interior private open space areas at the end units of building clusters. Interior private open space areas are those areas which are located between a building unit and a garage or other structure.

6. Fences shall be wood, masonry, or earth materials. Metal, plastic, or other similar materials shall not be used except as posts or other support elements.

B. Retaining Walls. Retaining walls located in any residential district, except for those located in the hillside combining district, shall be subject to the following restrictions.

1. A retaining wall which is not part of a building shall not exceed three (3) feet in height.

2. Fencing on top of a retaining wall is permitted when the total height of both the wall and fence do not exceed the applicable maximum height requirement in Section 18.32.040(A).

3. The sides of exposed exterior retaining walls shall be architecturally treated.

4. Exceptions. Exceptions may be granted by the director where the director finds that no practical alternative exists, the purpose of the regulation will not be compromised, and no detrimental impact will result.

18.32.080 Lot coverage.

The maximum site area covered by all structures located on the site shall be as prescribed in the following table:

District	Coverage
RS 10000	50%
RS 8000	50%
RS 7000	50%
RS 6000	50%

District	Coverage
RS 4500	50%
RM 3500	70%
RM 2500	70%
RM 1500	80%

18.32.090 Front yard.

- A. In the RS districts the minimum front yard shall be twenty (20) feet.
1. Except that in the RS 10000 and RS 8000 districts the minimum front yard shall be twenty-five (25) feet.
- B. In the RM districts, the minimum front yard shall be ten (10) feet.

18.32.100 Side yards.

- A. Residential Uses. The minimum side yard for residential uses shall be ten percent (10%) of the width of the site; provided, that a side yard of not more than ten (10) feet shall be required and a side yard of not less than five (5) feet shall be permitted subject to the following exceptions:
1. An interior side yard providing access to a dwelling or dwelling units shall not be less than twelve (12) feet wide, with the exception of access to accessory dwelling units in R and RS districts, where the minimum side yard standards are permitted. Where the side yard provides access to off-street automobile parking, it shall be not less than twelve (12) feet and shall be paved to a ten (10) foot width. A street side yard of a corner lot providing access to a dwelling or dwelling units shall be regulated by the street side yard setbacks for the district.
 2. In RM districts, where a side lot line of a site adjoins an RS district and private rear yard spaces of individual units are proposed to be located along the side lot line, a side yard setback of not less than twenty (20) feet shall be required.
 3. In the RS districts, with the exception of the RS 4500 district where ten (10) feet is permissible, on the street side of a corner lot, the side yard shall be fifteen (15) feet. In the RM districts, the street side shall be ten (10) feet.
 4. In the RS 4500 district:
 - a. Side yards may be eliminated on one (1) side (zero side yard); provided, that the side wall contains no windows or other openings. An interior side yard must be maintained on at least one (1) side of dwellings on adjoining lots where side yards are aggregated on a single side. Where dwellings are placed on the zero lot line and where a one-story

structure is adjacent to another one-story structure on an adjacent lot, the minimum separation between structures shall be ten (10) feet. In no case shall a dwelling be located closer than ten (10) feet to the nonzero lot line side lot line.

b. Where dwellings are placed on the zero lot line and where a one-story structure is adjacent to a two-story structure on an adjoining lot or when a two-story structure is adjacent to another two-story structure on an adjacent lot, the minimum separation between structures shall be fifteen (15) feet. Second-story additions to existing single-family dwellings placed on the zero lot line are exempt from the increased side yard building separation provision stated above, but a minimum side yard of ten (10) feet must be maintained on one (1) side.

B. Nonresidential Uses. The minimum side yard for a nonresidential use and its accessory structures shall be ten percent (10%) of the width of the site; provided, that a side yard of not more than twenty (20) feet shall be required and a side yard of not less than ten (10) feet shall be permitted, subject to the following exceptions:

1. In the RS districts, on the street side of a corner lot, the side yard shall be not less than twenty (20) feet.

2. In the RM districts, on the street side of a corner lot, the side lot shall be not less than fifteen percent (15%) of the width of the site; provided, that a side yard of not more than twenty (20) feet shall be required and a side yard of not less than fifteen (15) feet shall be permitted.

3. One (1) foot shall be added at ground level to each interior side yard for each two (2) feet of height by which the structure exceeds twelve (12) feet.

18.32.105 Rear yards.

A. In all RS districts excepting the RS 4500 district, the minimum rear yard shall be twenty (20) feet; however, the minimum rear yard may be reduced to fifteen (15) feet if remaining rear or side yard area has a square footage area of twenty percent (20%) or more of the total lot area and a dimension of not less than fifteen (15) feet.

B. In the RS 4500 district, the minimum rear yard shall be fifteen (15) feet; however, the minimum rear yard may be reduced to ten (10) feet if remaining rear or side yard area has a square footage area of fifteen percent (15%) or more of the total lot area and a dimension of not less than ten (10) feet.

C. In the RM districts, the minimum rear yard shall be fifteen (15) feet.

D. In the RM districts where multiple units are proposed on a site, the rear yard shall be deemed to be the yard area at the opposite end of the site from the frontage.

E. For through lots, the minimum rear yard shall be twenty (20) feet in RS districts and fifteen (15) feet in RM districts.

18.32.115 Landscaped areas.

A. In all districts, the required front yard shall be landscaped and permanently maintained not including approved driveways and pedestrian pathways. Not less than five (5) feet of the required side yard on the street side of a corner lot, and not less than ten (10) feet of the required rear yard adjoining the rear property line of a double frontage lot shall be landscaped and permanently maintained. Non-living landscaping shall not exceed twenty-five percent (25%) of any required landscaped area unless approval from the City Arborist or City Landscape Architect is obtained.

E. New landscaping and modifications to existing landscaping shall comply with the provisions listed in Chapter 18.112, Water Efficient Landscape, and the Landscape Standards Policy Statement.

F. Replacement of dead, dying or deficient landscaping shall be required for establishment of new nonresidential uses or modification of existing uses.

18.32.120 Height of structures.

In the RS district, no principal structure shall exceed thirty (30) feet in height. Spires, cupolas, chimneys, elevator penthouses, flagpoles and necessary mechanical appurtenances may be allowed to a maximum height limit of forty (40) feet. Amateur radio antennas and antenna structures may be allowed to exceed the basic height limitation, subject to required approvals, in accordance with Section 18.32.190.

In the RM 2500 and RM 3500 districts, no structure shall exceed forty (45) feet in height.

In the RM 1500 district, no structure shall exceed seventy-five (75) feet in height.

18.32.125 Design criteria.

The following design criteria shall be used to evaluate new construction and additions or modifications to existing structures within residential districts:

A. Single-family manufactured homes placed as a sole principal residence on a single-family lot and constructed after June 15, 1976, are subject to the following design criteria:

1. The manufactured home width shall not be less than twenty (20) feet and may be a double-wide, multi-sectional unit.
2. The exterior siding material shall extend to the ground, except that when a solid concrete or masonry perimeter foundation is to be used, the exterior covering material need not extend below the top of the foundation.
3. The roof of the manufactured home shall have a pitch of not less than two and one-half (2.5) inches of vertical rise for each twelve (12) inches of horizontal run.

4. The roof shall have eave and gable overhangs of not less than twelve (12) inches measured from the vertical side of the manufactured home, or what is customarily found on existing residential structures in the vicinity. The overhang shall have the same slope and be covered with the same roofing material as the roof itself.

5. The exterior siding material and roof of the enclosed garage shall be the same as that of the manufactured home.

6. The finished floor of the manufactured home shall not exceed thirty (30) inches above the exterior finish grade of the lot.

7. The façade of the manufactured home shall be designed with sufficient detail to make it visually compatible with the existing residential structures in the vicinity. Such detail shall include door and window trim, window type and any special architectural features uniformly present on surrounding residences.

B. Single-family dwellings, including site-built, modular homes, and additions and modifications to existing structures, shall be compatible with the scale, bulk, style, and character of dwellings in the vicinity, and shall incorporate the following design criteria:

1. The Director or appropriate decision-body may grant exceptions to the following design standards to accommodate a complete architectural design, to ensure neighborhood compatibility, or where they find that adequate design features have been incorporated to create visual variety and avoid a bulky or monolithic appearance.

2. Building Façades and Materials:

a. No façade facing a public right-of-way shall run in a continuous plane of more than ten (10) feet and no façade facing an interior lot line shall run in a continuous plane of more than fifteen (15) feet without incorporating one (1) or more of the following:

i. A vertical wall shift at least one (1) foot in depth;

ii. A change in material type;

iii. Windows or building entrances;

iv. A projection such as a stoop, bay window, or overhang.

b. A minimum of three (3) exterior colors or a combination of materials and colors shall be used on the building façade.

i. Stucco must be used in combination with a secondary material.

c. Transitions for both materials and colors shall be located at internal corners.

- i. Wainscoting shall wrap onto the side elevations and shall continue until the fence line or till no longer visible from the right-of-way. This distance shall not be less than five (5) feet.

- d. Second-story façades shall incorporate the following:

- i. A minimum of a six (6) foot inset from the front wall plane.

- ii. A minimum of an eighteen (18) inch inset from the side and rear wall plane.

- e. Where chimney extensions are involved, the extension shall conform in design and materials with the existing chimney.

3. Windows and Glazing.

- a. All windows shall incorporate the following:

- i. Trim at least three (3) inches in width must be provided around all windows, or

- ii. Windows must be recessed at least two (2) inches from the plane of the surrounding exterior wall.

- b. Upper story windows located less than ten (10) feet from and facing rear or side yard of an adjacent property shall be located to maximize privacy for adjacent properties by using at least one (1) of the following techniques:

- i. The sill height located a minimum of sixty (60) inches above the finished floor.

- ii. The location of the window is such that the centerline of the glazing is offset greater than fifteen (15) lateral feet from the centerline of any glazing on an existing adjacent primary structure.

- iii. Any window located partially or entirely below sixty (60) inches from the finished floor consists of frosted or obscured glazing.

- iv. As used in this section, frosted or obscure glass is glass which is patterned or textured such that objects, shapes, and patterns beyond the glass are not easily distinguishable.

4. Roof Form and Detailing.

- a. New structures shall provide a roof pitch no less than two and one-half (2.5) inches of vertical rise for each twelve (12) inches of horizontal run.

- i. Mansard roofs shall be prohibited.

- b. Alterations or additions to an existing structure shall provide the same roof form, material and color as the existing structure.

- c. Roof material and color shall be the same throughout the entirety of the roof.
 - d. Overhanging eaves shall extend a minimum of twelve (12) inches beyond the supporting wall.
5. Principal Entrance.
- a. The principal entrance shall face the street frontage.
 - b. The principal entrance shall be emphasized by utilizing at least one (1) of the following methods:
 - i. A projection (e.g., overhang) with a minimum depth of three (3) feet and a minimum horizontal area of thirty (30) square feet.
 - ii. A recess with a minimum depth of three (3) feet and a minimum horizontal area of thirty (30) square feet.
 - iii. A landing, deck, porch, or stoop with a minimum six (6) foot by six (6) foot area.
 - c. The principal entrance shall be clearly identifiable and connected to the public street by a pedestrian path with a minimum width of three (3) feet.
- C. Relocated single-family dwellings and their accessory structures shall meet the above-noted design criteria and be subject to the requirements set forth in the ordinance pertaining to house moving permits.
- D. Semidetached Single-Family Dwellings and Multifamily Dwellings. All semidetached single-family dwellings and multifamily dwelling development shall comply with 18.24.050.
- G. Accessory structures over one hundred twenty (120) square feet in area shall have an exterior appearance and character that reflects the existing primary residence in terms of materials and design. The color scheme shall match or be complementary to the existing residence. The structure shall be located and designed so as to not disrupt the privacy of, or create noise impacts on adjacent residents and yards.
- H. All wood burning appliances installed in new residential units or wood burning appliances being added to or replacing wood burning appliances in existing residential units shall comply with the following regulations. Gas fireplaces shall be exempt from these regulations; however, the conversion of a gas fireplace to burn wood shall constitute the installation of a wood burning appliance and shall be subject to the following regulations. A wood burning appliance shall comply with these regulations if: (1) it is reconstructed; (2) additions, alterations or repairs are made to the appliance that requires opening up immediately adjacent walls; or (3) the residential units in which the appliance is located are renovated, and the renovation includes opening up walls immediately adjacent to the appliance. It shall be unlawful to:

1. Use any wood burning appliance when the Bay Area Air Quality Management District issues a "Spare the Air Tonight" warning and when an alternate approved heat source is available;
2. Install a wood burning appliance that is not one (1) of the following: (a) a pellet-fueled wood heater; (b) an EPA certified wood heater; or (c) a fireplace certified by EPA should EPA develop a fireplace certification program;
3. Use any of the following prohibited fuels in a wood burning appliance: (a) garbage; (b) treated wood; (c) plastic products; (d) rubber products; (e) waste petroleum products; (f) paints; (g) paint solvents; (h) coal; (i) glossy or colored papers; (j) particle board; (k) saltwater driftwood.

Any person who plans to install a wood burning appliance must submit documentation to the Building Division of the City demonstrating that the appliance is in compliance with subsection (H)(2) of this section. Any person violating any of the provisions of this section shall be deemed guilty of a misdemeanor and upon conviction shall be punishable as provided by law

I. All multifamily developments shall comply with the provisions listed in Chapter 7.04 regarding management of waste and recyclable materials.

18.32.150 Off-street loading.

Loading berths shall be provided and designed in compliance with the requirements of Section 18.36.140.

18.32.160 Off-street parking.

Off-street parking spaces and bicycle parking facilities that are accessory to uses allowed in residential districts shall be provided in accordance with the regulations set forth hereinafter as well as those in general provisions in Chapter 18.04.

A. Required accessory off-street parking facilities provided for uses listed herein shall be solely for the parking of passenger automobiles of patrons, occupants or employees of such uses, provided that in the RM districts, not more than twenty-five percent (25%) of the accessory parking spaces required for a dwelling, lodging, house, motel or hotel may be rented out on a monthly basis to occupants of other dwellings, lodging rooming houses, motel or hotels.

B. Off-street parking facilities are to be provided in the following ratio:

1. In the RS district, a minimum of two (2) covered and enclosed parking spaces per unit.

a. A third covered and enclosed parking space shall be provided either when the habitable areas of the primary residence (excluding accessory dwelling units) exceeds

three thousand (3,000) square feet, or when there are five (5) or more rooms that can be used for sleeping purposes. In neighborhoods where two (2) car garages are predominant, the additional parking space shall be provided as a tandem space to ensure neighborhood consistency.

2. In the RM district, parking shall be provided as follows:

a. One (1) space per one (1) bedroom or studio unit, which must be covered, plus one-quarter (0.25) space per unit for guest parking;

b. Two (2) spaces per unit with two (2) or more bedrooms, one (1) of which must be covered, plus one-quarter (0.25) space per unit for guest parking.

3. Senior Housing. One-half (0.5) of a covered parking space shall be provided for each bedroom, and one-quarter (0.25) of a parking space shall be provided for each unit for guest parking. The number of parking spaces required for senior housing may be decreased by the decision maker if it is found that a specific use will not create as great a need for off-street parking.

4. Affordable Housing. For housing developments with one hundred percent (100%) of the units affordable to lower-income households (except for one (1) manager's unit), parking shall be provided at a ratio of one (1) parking space per studio or one (1) bedroom unit, one and one-half (1.5) parking spaces per two (2) bedroom unit, and two (2) parking spaces per three (3) or four (4) bedroom unit.

C. Size.

1. Uncovered off-street parking spaces shall be at least nine (9) feet in width by eighteen (18) feet in length, exclusive of access drives, aisles, ramps, or columns. Such space shall have a vertical clearance of at least seven (7) feet.

2. Enclosed two-car garages shall have a minimum unobstructed interior dimension of twenty (20) feet in width by twenty (20) feet in length.

3. When permitted enclosed tandem garages shall have a minimum unobstructed interior dimension of ten (10) feet in width by forty (40) feet in length.

4. Enclosed one-car garages shall have a minimum unobstructed interior dimension of ten (10) feet in width by twenty (20) feet in length.

5. Covered off-street parking spaces shall be at least ten (10) feet in width by twenty (20) feet in length.

D. Access. Each required off-street parking space shall open directly upon an aisle or driveway of such width and design as to provide safe and sufficient means of vehicular access to such parking space. All off-street parking facilities shall be designed with appropriate means of vehicular access to the street or alley in a manner which will least

interfere with traffic movements. Driveways across public property shall be approved by the Director of Public Works.

E. Screening and Landscaping. All open automobile parking areas shall be effectively screened on each side adjoining or fronting on any premises by a wall, fence or densely planted compact hedge not less than five (5) feet nor more than six (6) feet in height. Such required screening shall conform to the front and side yard setback requirements of the district in which the parking is located.

F. All parking spaces required for dwelling units shall be located on the same zoning lot as the dwelling served. Parking spaces for all other uses shall be located on the same zoning lot as the use served except as otherwise provided in Chapter 18.04. Off-street parking shall be provided according to the following ratios:

1. Church, School, College, and Other Institutional Auditoriums. One (1) parking space shall be provided for each five (5) seats based upon maximum seating capacity.

2. Hospitals. One (1) parking space shall be provided for each three (3) hospital beds, plus one (1) parking space for each two (2) employees, plus one (1) parking space for each doctor assigned to the staff.

3. Libraries, Art Galleries and Museums—Public. One (1) parking space shall be provided for each one thousand (1,000) square feet of gross floor area.

4. Recreation Buildings or Community Centers. One (1) parking space shall be provided for each two (2) employees, plus spaces adequate in number to serve the visiting public and as determined by the City Planning Commission.

5. Public Utility and Public Service Uses. One (1) parking space shall be provided for each two (2) employees on maximum shift, plus spaces adequate in number to serve the public as determined by the City Planning Commission. Where such uses are unmanned, no spaces need be provided.

6. Sanitariums, Convalescent Homes and Nursing Homes. One (1) parking space for each six (6) beds, plus one (1) parking space for each two (2) employees, plus one (1) parking space for each doctor assigned to the staff.

7. Schools—Nursery, Elementary, Junior and Senior High. One (1) parking space for each two (2) employees, plus one (1) parking space for each ten (10) students in the senior high school.

G. No commercial vehicle in excess of three (3) tons gross unladen vehicle weight (except pickup trucks) shall be parked or stored on any lot in a residential district where in residential use; provided, however, that this section shall not prohibit temporary parking of any such vehicle while making pickups, deliveries or providing services for the residents on the lot on which the vehicle is parked.

H. Mobilehome/Recreational Vehicle Parking. Mobilehomes, recreational vehicles, trailers or boats which are on trailers may be parked in rear yards, or within driveways, on concrete aprons adjacent to driveways, or on other compact material for vehicle parking adjacent to driveways constructed pursuant to approval by the Economic and Community Development Department. Parking aprons shall comply with subsection I of this section. All such vehicles must be fully contained on private property, and shall not overhang into any portion of the public right-of-way, including the sidewalk. In addition, such vehicles may be parked within side yards which provide access to off-street parking, and are a minimum of twelve (12) feet wide with at least ten (10) feet of paved width. A minimum three (3) foot setback shall be retained along the interior side yard lot line from all vehicles.

I. In compliance with Chapter 10.36, Stopping, Standing and Parking, it is unlawful for any person, firm or group to park any vehicle, trailer, boat trailer or boat, or parts thereof within the side yard, front yard or corner vision triangle, as established by this title. This section does not apply to driveways or concrete parking aprons constructed pursuant to approval by the Economic and Community Development Department, or to driveways or concrete (or other appropriate material) parking aprons constructed prior to the adoption of the ordinance codified herein; provided, however, that such parking shall be limited to currently registered operable vehicles and shall be located on a stabilized permanent surface installed in accordance with this section.

Except for cul-de-sac or fan-shaped lots with reduced front yards, such vehicle parking areas shall not cover more than sixty percent (60%) of any required front yard or an area greater than six hundred (600) square feet, whichever is less. Parking on permeable surfaces in any instance shall not be allowed. Parking pads independent of the driveway or driveway apron shall not be allowed in the front or street side yards.

J. In the RM 1500 and RM 2500 zoning districts, a minimum of one (1) bicycle parking facility shall be provided for every three (3) units. Bicycle parking facilities shall be designed and installed in conformance with the criteria outlined in Section 18.28.080. Bicycle parking may be substituted for automobile parking subject to the provisions outlined in Section 18.28.090 and approval by the decision maker.

Chapter 18.35 CORRIDOR MIXED USE COMMERCIAL (CMU) DISTRICT

18.35.110 Front yard.

On Mission Boulevard, the front yard setback shall be five (5) feet from the property line and a minimum of fifteen (15) feet from the face of curb to ensure a comfortable pedestrian environment.

18.35.150 Design criteria.

- A. All development shall comply with Section 18.24.050.

18.35.200 Off-street loading.

Loading berths shall be provided and designed in compliance with the requirements of Section 18.36.140.

Chapter 18.36 COMMERCIAL DISTRICTS

18.36.050 Required conditions.

In commercial districts, including the CUL and CMU districts, the following conditions shall be required:

- A. Where a site adjoins an A, OS or R district, a solid masonry wall six (6) feet in height shall be located on the property line, except that walls located in the street side yard setback shall not exceed three (3) feet in height.
- B. No wall, fence, or hedge shall exceed six (6) feet in height if located in a required side yard or rear yard, unless a greater height is approved through the site development review or use permit process. A wall, fence, or hedge located in a required front yard or street side yard setback shall not exceed three (3) feet in height.
- C. Outdoor storage of materials and equipment permitted through the issuance of a use permit shall occur only within an area which is screened from view from public rights-of-way by a solid wall or fence with solid gates where necessary, or compact evergreen hedge not less than six (6) feet in height; provided, that no materials or equipment shall be stored to a height greater than that of the wall, fence or hedge with the exception of live plant material.
- D. A use not conducted entirely within a completely enclosed structure shall be screened by a solid wall or fence, or compact evergreen hedge not less than six (6) feet in height, if such use without such screening is found by the decision maker to have a substantial and detrimental effect on property values in the area.
- E. All business, services, and processes shall be conducted entirely within a completely enclosed structure except for off-street parking and loading areas, and where permitted by a use permit, gasoline service stations, outdoor dining areas, nurseries, garden shops, lumber and other building materials stores. Temporary outdoor commercial events are permitted as provided by Chapter 18.54.
- F. Products which are produced and sold on-site shall be sold at retail, and not wholesale.

G. Permitted and conditional uses in the Union Landing Commercial district shall be subject to the special design and siting criteria contained in Chapter 18.39.

H. Other provisions of this chapter notwithstanding, all storage, handling or other use of hazardous materials shall be subject to the provisions of Chapter 18.43 of this title.

I. All commercial development, including both new construction and additions, shall be articulated on all elevations.

J. Additions and modifications to commercial projects which are subject to the provisions of Chapter 18.76, Administrative Site Development Review, shall be designed to integrate with the existing project in terms of siting and architectural design. Above-ground utility installations, when permitted, shall be screened from public view. Roof equipment shall be screened by architecturally designed panels which are in proportion and scale with the roof line of the existing building.

K. All wood burning appliances installed in new commercial buildings or wood burning appliances being added to or replacing wood burning appliances in existing commercial buildings shall comply with the following regulations. Commercial buildings shall include, but not be limited to, hotels and restaurants. Gas fireplaces shall be exempt from these regulations; however, the conversion of a gas fireplace to burn wood shall constitute the installation of a wood burning appliance and shall be subject to the following regulations.

1. A wood burning appliance shall comply with these regulations if:

a. It is reconstructed;

b. Additions, alterations or repairs are made to the appliance that require opening up immediately-adjacent walls; or

c. The residential units in which the appliance is located is renovated, and the renovation includes opening up walls immediately adjacent to the appliance.

2. It is unlawful to:

a. Use any wood burning appliance when the Bay Area Air Quality Management District issues a "Spare the Air Tonight" warning and when an alternate approved heat source is available;

b. Install a wood burning appliance that is not one of the following:

i. A pellet-fueled wood heater,

ii. An EPA certified wood heater, or

iii. A fireplace certified by EPA should EPA develop a fireplace certification program;

c. Use any of the following prohibited fuels in a wood burning appliance:

- i. Garbage,
- ii. Treated wood,
- iii. Plastic products,
- iv. Rubber products,
- v. Waste petroleum products,
- vi. Paints,
- vii. Paint solvents,
- viii. Coal,
- ix. Glossy or colored papers,
- x. Particle board,
- xi. Saltwater driftwood.

Any person who plans to install a wood burning appliance must submit documentation to the Building Division of the City demonstrating that the appliance is in compliance with subsection (K)(2)(b) of this section. Any person violating any of the provisions of this section shall be deemed guilty of a misdemeanor and upon conviction shall be punishable as provided by law.

L. Accessory structures must conform to the following standards:

- 1. No accessory building or structure shall be constructed on any lot prior to the time of construction of the principal building to which it is accessory.
- 2. No detached accessory building or buildings shall occupy more than thirty percent (30%) of the area of a required rear yard.
- 3. No detached accessory building located in a required rear yard shall exceed twelve (12) feet in height.

M. All development shall comply with the provisions listed in Chapter 7.04 regarding management of waste and recyclable materials.

18.36.090 Front yard.

A minimum front yard of twenty (20) feet shall be required, except as provided below.

A. For structures which exceed twenty (20) feet in height, the required setbacks shall be a minimum of twenty-five (25) feet.

B. On Mission Boulevard, the front yard setback shall be five (5) feet from the property line and a minimum of fifteen (15) feet from the face of curb to ensure a comfortable pedestrian environment.

18.36.140 Off-street loading.

A. Required Loading Berths. The decision maker may require loading berths for each of the commercial districts that shall not be less than ten (10) feet by twenty-five (25) feet and shall be provided in accordance with the following schedule:

Gross Nonresidential Floor Area		Required Number
1 to 10,000 sq. ft.		1
10,001 to 25,000 sq. ft.		2
25,001 to 40,000 sq. ft.		3
40,001 to 100,000 sq. ft.		4

For each additional two hundred thousand (200,000) square feet of nonresidential floor area or fraction thereof over one hundred thousand (100,000) square feet of floor area one (1) additional loading berth shall be provided.

B. Design. All loading docks shall be designed according to the following standard unless an alternative design is approved through the site development review or administrative site development review process.

1. Loading docks shall be located inside a building and equipped with closable doors.

18.36.150 Off-street parking.

Public automobile and bicycle parking facilities shall be provided as follows:

A. Places of Assembly.

1. Churches: one (1) space for each five (5) seats in main assembly room or one (1) space for each fifty (50) square feet of floor area, whichever requirement is greater;

2. Funeral homes, mortuaries: one (1) space for each fifty (50) square feet of chapel area or one (1) space for each five (5) seats in the same, whichever requirement is greater;
3. Places of public assembly having fixed seating, such as auditoriums, theaters, assembly halls, sports arenas, stadiums: one (1) space for each four (4) seats;
4. Places of public assembly having no fixed seats, such as dance halls, exhibition halls, gymnasiums, skating rinks, lodges: one (1) space for each one hundred (100) square feet of floor area used for public assembly;
5. Schools.
 - a. Business, professional, trade, art, craft, music and dancing schools and colleges: one (1) space for each employee plus one (1) for each four (4) students,
 - b. Nursery and day care centers: one (1) space for every ten (10) children, plus one (1) space for every two (2) employees.
- B. Office, Business, Commercial and Service Uses.
 1. Bowling alleys: six (6) spaces for each lane;
 2. Hotels and motels: one (1) space for every room plus one (1) space for every two (2) employees on maximum shift;
 3. Medical and dental clinic and offices: one (1) space for every two hundred (200) square feet of gross floor area;
 4. Offices, banks and professional offices: one (1) space for every two hundred (200) square feet of gross ground floor area and one (1) space for every three hundred (300) square feet of gross floor area above or below the ground floor;
 5. Restaurants, bars, nightclubs and lounges: one (1) space for every three (3) seats or one (1) space for every one hundred (100) square feet of gross floor area, whichever requirement is greater;
 6. Rest homes, convalescent hospitals, sanitariums: one (1) space for every four (4) beds plus one (1) space for every two (2) employees;
 7. Retail sales of automobiles, automobile parts, appliances, furniture, machinery, equipment rental, building materials, nurseries, and other similar retail uses involving primarily bulk merchandise: one (1) space for each four hundred (400) square feet of gross floor area plus one (1) space for each two thousand (2,000) square feet of lot area occupied by such area;

8. Service and repair uses such as printing, upholstering, appliance repair, sheet metal working, wood working or roofing: one (1) space for every five hundred (500) square feet of gross floor area;

9. Service stations: three (3) spaces for each hoist, rack or other area designed for servicing or minor repairs plus one (1) space for every two (2) employees on maximum shift.

C. Light retail sales, business and commercial establishments: one (1) space for every one hundred seventy-five (175) square feet where gross floor area is less than ten thousand (10,000) square feet; one (1) space for every two hundred (200) square feet where gross floor area is ten thousand (10,000) square feet or greater.

D. Other uses shall be provided on the same basis as required for the most similar use or as determined by the City Planning Commission.

E. Bicycle parking facilities shall be provided, at a minimum, in an amount equal to ten percent (10%) of the required automobile parking demand as determined by this chapter except for areas within one-half (1/2) mile of the Intermodal Station. For bicycle parking demand ratios in these areas, see subsection F of this section. Required facilities shall be designed and installed in conformance with the design criteria outlined in Section 18.28.080. The number of required bicycle parking facilities may be increased by the decision maker for a specific use if it is found that such use shall create a greater demand for these facilities. Bicycle parking may be substituted for automobile parking subject to the provisions outlined in Section 18.28.090 and approval by the decision maker.

F. For areas within one-half (1/2) mile of the Intermodal Station, bicycle parking facilities shall be provided, at a minimum, in an amount equal to twenty percent of the required automobile parking demand as determined by this chapter. A minimum of twenty percent (20%) of the required bicycle parking demand shall be enclosed and secure to accommodate long-term users. Required facilities shall be designed and installed in conformance with the design criteria outlined in Section 18.28.080. The number of required bicycle parking facilities may be increased by the decision maker for a specific use if it is found that such use shall create a greater demand for these facilities. Bicycle parking may be substituted for automobile parking subject to the provisions outlined in Section 18.28.090 and approval by the decision maker.

18.36.200 Design Criteria

A. All development shall comply with Section 18.24.050.

B. Mixed Use Development along Mission Boulevard, CC District.

1. Mixed-use developments shall be regulated by the standard lot size, setback, maximum height, off-street parking requirements, and maximum lot coverage requirements of the CC, Community Commercial district.

2. For residential uses located above ground floor commercial uses, the density limitations, off-street parking and bicycle parking requirements shall be based on the regulations for the RM 1500 district.

Chapter 18.37 STATION EAST MIXED USE RESIDENTIAL (SEMU-R) DISTRICT

18.37.140 Design criteria.

A. All development shall comply with Section 18.24.050.

18.37.190 Bicycle parking.

A. Bicycle parking facilities shall be provided, at a minimum, in an amount equal to:

Bicycle Parking Requirements	Short-Term Bicycle Parking Requirements	Long-Term Bicycle Parking Requirements
All other residential	1.0 space/20 dwelling units Minimum of 2 spaces	1.0 space/4 dwelling units Minimum of 2 spaces
Retail	1.0 space/3,000 square feet	1.0 space/10,000 square feet
Office, R&D, and Other Nonresidential uses	1.0 space/8,000 square feet. Minimum of 2 spaces	1.0 space/4,000 square feet

B. Required facilities shall be designed and installed in conformance with the design criteria outlined in Section 18.28.080.

C. Bicycle parking may be substituted for automobile parking subject to the provisions outlined in Section 18.28.090 and approval by the decision makers.

18.37.200 Off-street loading.

A. Loading docks and/or berths shall be provided on site to serve the use. Such facilities shall be designed according to the following standards unless an alternative design is approved through the site development review process.

1. Loading docks shall be located inside a building and equipped with closable doors.
2. Loading zones shall be provided along the street frontage(s).

Chapter 18.38 STATION MIXED USE COMMERCIAL (CSMU) DISTRICT

18.38.150 Design criteria.

- A. All development shall comply with Section 18.24.050.

18.38.195 Bicycle parking.

- A. Bicycle parking facilities shall be provided, at a minimum, in an amount equal to:

Bicycle Parking Requirements	Short-Term Bicycle Parking Requirements	Long-Term Bicycle Parking Requirements
Multi-family residential on BART property ¹	1 space/20 dwelling units Minimum of 2 spaces	1 space/1 dwelling units
Multi-family residential	1 space/20 dwellings units Minimum of 2 spaces	1 space/4 dwelling units Minimum of 2 spaces
Retail	1 space/3,000 square feet	1 space/10,000 square feet
Office, R&D, and other nonresidential uses	1 space/8,000 square feet Minimum of 2 spaces	2 space/4,000 square feet

Notes:

1. Bicycle parking standards on BART property authorized by Public Utilities Code Sections 29010.1—2901.12.

B. Required facilities shall be designed and installed in conformance with the design criteria outlined in Section 18.28.080.

C. Bicycle parking may be substituted for automobile parking subject to the provisions outlined in Section 18.28.090 and approval by the decision marker.

18.38.210 Loading.

A. Loading docks and/or berths shall be provided on-site to serve the use. Such facilities shall be designed according to the following standards unless an alternative design is approved through the site development review process.

2. Loading docks shall be located inside a building and equipped with closable doors.
3. Loading zones shall be provided along the street frontage(s).

Chapter 18.100 511 AREA DISTRICT

18.100.070 Development standards and requirements—Residential Specific Plan designations.

A. Development near the Turk Island landfill shall provide the following:

1. Space to accommodate monitoring wells for methane gas migration within one thousand (1,000) feet from the landfill boundary if no long-term monitoring is provided along the periphery of the landfill;
2. Undergrounding of utilities located within one thousand (1,000) feet of the landfill boundary shall be done in such a manner to preclude migration of landfill gas; and
3. An evaluation of the need to install a landfill gas protection system for development within Development Area B-2 as identified by the Specific Plan. This evaluation shall be reviewed and accepted by the Office of Solid Waste Management of the Alameda County Division of Environmental Health prior to issuance of a building permit.

B. Residential development shall be subject to Chapter 18.32 except where a specific development standard, use allowance, or other requirement or allowance is established in this Chapter.

Chapter 18.04 GENERAL PROVISIONS

18.04.010 ~~Short t~~Itle.

This title shall be known, cited and referred to as “the City of Union City Zoning Ordinance.”

~~18.04.180 Number of buildings on a zoning lot.~~

~~Except in the case of planned unit developments, not more than one (1) principal detached residential building shall be located on a zoning lot, nor shall a principal detached residential building be located on the same zoning lot with any other principal building except as provided in Chapter 18.32.~~

Chapter 18.08 DEFINITIONS

18.08.07~~12~~ Bakery.

A “bakery” is an establishment which engages in the sale of breads or other baked goods, whether baked on-site or at another location. A bakery shall be considered a food use if the breads and baked goods are packaged for immediate consumption. Any establishment whose breads and baked goods are predominantly sold at retail from a different location or locations shall be deemed a wholesale and/or manufacturing use, subject to the regulations of the district in which it is located.

18.08.072 Balusters.

“Balusters” means vertical braces, often decorative posts, providing support for a railing.

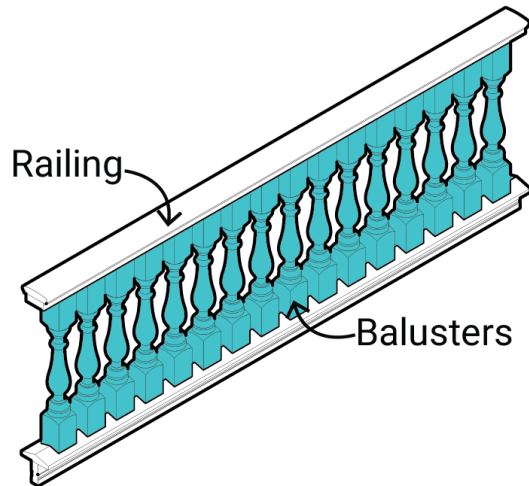


Figure 18.08.072: Balusters

18.08.076 Bicycle parking facility.

A “bicycle parking facility” is a device that is used to securely store bicycles. A bicycle parking facility can either be a bicycle locker or rack designed and installed in conformance with the design criteria listed in Section 18.28.080 ~~or 18.28.090~~.

~~18.08.100 Buildable area.~~

~~The “buildable area” of a lot is the space remaining after the minimum open space requirements of this title have been complied with.~~

18.08.130 Building frontage.

“Building frontage” means the face of a building that is parallel to or is at a near parallel angle to a public right-of-way.

~~18.08.130 Building envelope.~~

~~See “Buildable area” definition.~~

18.08.175 Conditioned space.

“Conditioned space” means an area inside a building where temperature and humidity are controlled, that meets the Building Code definition of conditioned space, and is designed suitable for residential or nonresidential occupancy.

18.08.175-176 Conference center.

A “Conference center” means a facility for conventions, conferences, trade shows, festivals, and other events held within a facility designed and approved for this purpose.

18.08.176-177 Construction equipment sales and rental.

“Construction equipment sales and rental” means a facility which provides construction equipment and related commodities to the public for sale or rental, and accessory servicing of that equipment.

18.08.177-178 Contractor services.

“Contractor services” means a facility providing general contracting and/or building construction services, including general building, plumbing, electrical, air conditioning, carpentry, and other trade contractors.

18.08.178-179 Convenience market.

“Convenience market” means an activity that includes the retail sale of food, beverages, and personal convenience items, primarily for off-premises consumption and typically found in establishments with long or late hours of operation and in a building of less than three thousand (3,000) square feet. Convenience markets may sell beer and wine but shall be considered liquor stores if hard liquor is sold on site. Excluded from this definition are delicatessens, specialty food shops, and establishments which have a sizeable assortment of fresh fruits and vegetables and fresh cut meat.

18.08.180 Cornice.

“Cornice” means an ornamental course or molding at the top of a wall or under the roof.

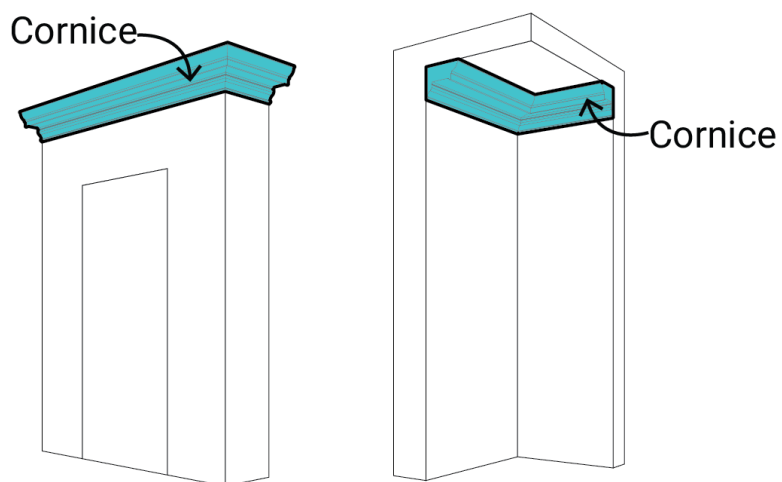


Figure 18.08.180: Cornice

18.08.180-181 Court.

A “court” is an open, unoccupied space other than a yard on the same lot with a building or group of buildings and which is bounded on two (2) or more sides by such building or buildings.

18.08.241 Eave.

“Eave” means the lower edge of a roof that overhangs the wall below.

18.08.248 Entranceway, building.

“Entranceway, building” means a doorway and threshold providing ingress and egress to a building for persons.

18.08.249 Façade.

“Façade” means the exterior wall of a building along with its associated windows, entranceway, and projections.

18.08.297 Lintel.

“Lintel” means a horizontal beam or support across the top of a door or window.

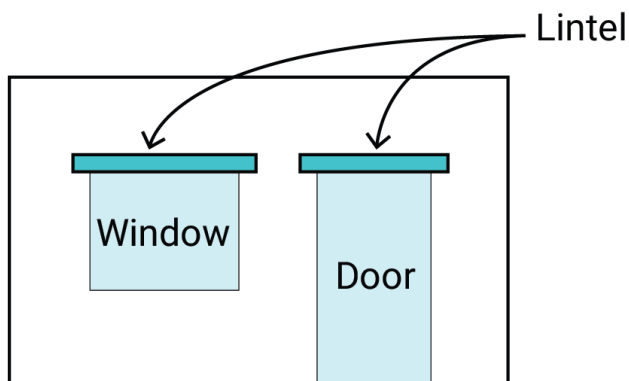


Figure 18.08.297: Lintel

18.08.2978 Liquor store.

“Liquor store” means an activity that includes the retail sale of hard liquor for off-premises consumption and is typically found in establishments with long or late hours of operation

and in a building of less than three thousand (3,000) square feet. Excluded from this definition are convenience markets that sell beer and wine and food stores.

18.08.298-299 Live/work unit.

“Live/work unit” means an integrated housing unit and working space, occupied and utilized by a single household in a structure, either single-family or multifamily, that has been designed or structurally modified to accommodate joint residential occupancy and work activity, and which includes complete kitchen space and sanitary facilities in compliance with the Building Code and working space reserved for and regularly used by one (1) or more occupants of the unit.

18.08.302 Loggia.

“Loggia” means a covered exterior gallery or corridor that is open to the air on one or more sides. A loggia typically runs the length of a building, with columns or arches on the open side.

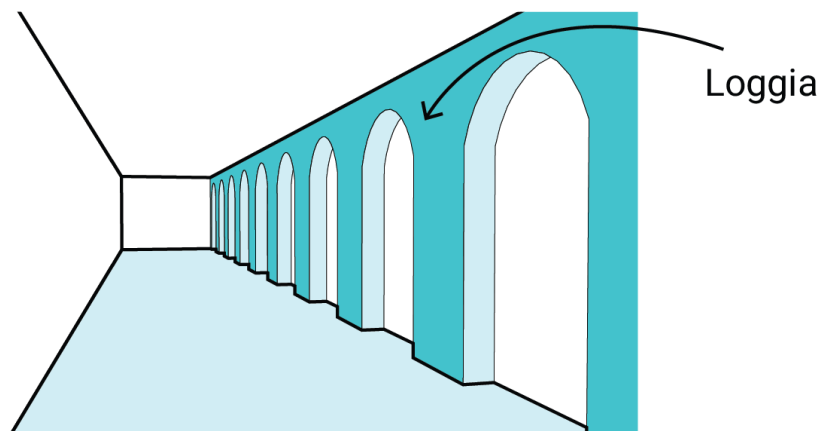


Figure 18.08.302: Loggia

18.08.482 Parapet.

“Parapet” means an upward extension of a wall at the edge of a roof.

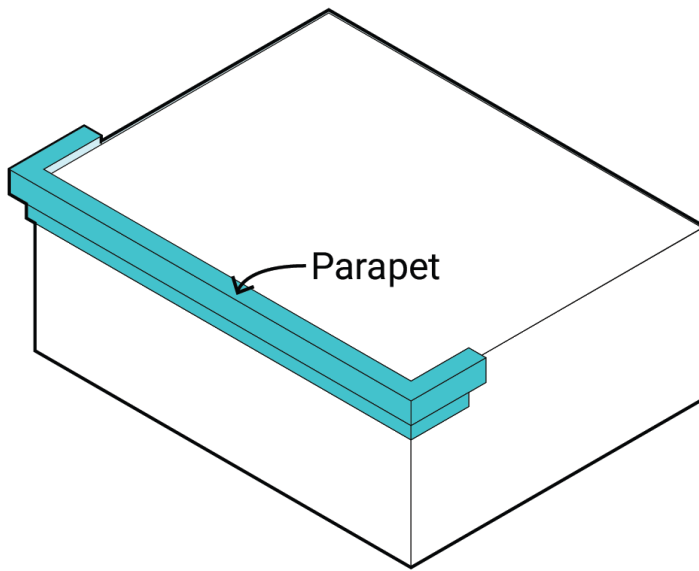


Figure 18.08.482: Parapet

18.08.483 Parapet return.

“Parapet return” means the continuation of a parapet at a right angle toward the building at the end of a parapet face.

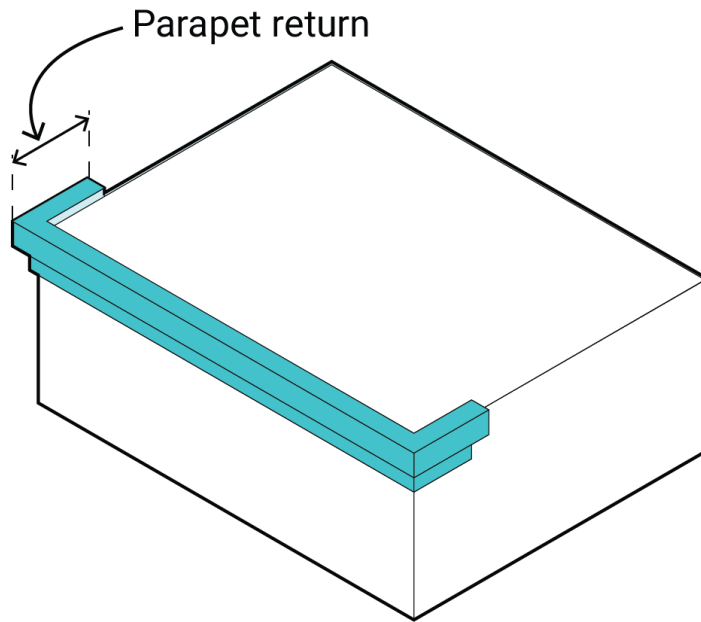


Figure 18.08.483: Parapet return

18.08.484 Parcel.

“Parcel” means a recorded property under single ownership.

18.08.485 Paseo.

“Paseo” means a place or path for strolling designed to provide access through a site but also contains amenities for leisure enjoyment, such as benches and seating areas.

18.08.486 Passageway.

“Passageway” means an open area providing a path or channel through which something may pass.

18.08.484-487 Patio.

A “patio” is a non-habitable recreation area that adjoins a dwelling, is often paved, and is adapted especially to outdoor dining.

18.08.485-488 Pawn shop.

“Pawn shop” means a place in which the business of a pawnbroker is conducted. A Pawnbroker is any person engaged in the business of receiving goods, including motor vehicles, in pledge as security for a loan.

18.08.486-489 Payday loan facility.

“Payday loan facility” means a facility primarily engaged in the business of advancing funds to customers in situations where the customer uses their entitlement to a future paycheck from some other source as collateral for the loan, and for which the customer pays a fee (percentage or otherwise) for the advancement.

18.08.487-490 Personal services.

“Personal services” means a use providing services of a personal convenience including beauty salons, barber shops, dressmaking/tailoring, hair removal, nail salons, photographic and portrait studios, shoe repair shops, travel agency, and similar uses. Excluded from this definition are massage, check cashing, and any other personal service type use specifically listed within district regulations.

18.08.491-500 Planned unit development.

A “planned unit development” is a tract of land with approved development standards which do not conform in all respects with the land use pattern designated on the zoning map or the district regulations provided by the zoning ordinance, and may include a combination of different dwelling types and/or a variety of land uses which complement each other and harmonize with the existing and proposed land uses in the vicinity. Planned unit developments may be permitted in any residential district, any industrial district, the 511 district, and in the specialty commercial and community commercial districts for mixed-use (residential and commercial) projects within the Old Alvarado area and Mission Boulevard corridor. Industrial condominium conversions and new industrial condominium projects are also considered planned unit developments.

18.08.502 Publicly accessible sidewalk.

“Publicly accessible sidewalk” means any walkway that is available to the public on an ongoing basis. ~~18.08.600 Useable open space.~~

~~Where the district regulations specify a minimum of useable open space for each dwelling unit or a building site, the calculation of useable open space shall be made by deducting from the total area of the building site:~~

~~A. The area at ground level of all roofed buildings on the premises;~~

~~B. All areas paved to provide parking space, required driveways and maneuvering areas;~~

- ~~C. Any remaining area having a ground slope in excess of twenty percent (20%); and~~
- ~~D. Any open space less than ten (10) feet in its least dimension.~~

~~To the remainder may be added any roof top or outside deck spaces more than ten (10) feet in least dimension which are directly accessible to and safely useable by occupants of the dwelling.~~

Chapter 18.24 ~~BULK~~GENERAL DEVELOPMENT REGULATIONS

18.24.030 Location of required open space.

~~All yards, courts and other open spaces allocated to a building or dwelling group shall be located on the same zoning lot as such buildings or dwelling group.~~

18.24.040-030 Required yards—Existing building.

No yards now or hereafter provided for a building existing on the effective date of the ordinance codified herein shall subsequently be reduced below, or further reduced, if already less than the minimum yard requirements of this title for equivalent new construction.

18.24.050-040 Permitted obstructions in required yards.

The following shall not be considered to be obstructions when located in the required yards specified:

A. In All Yards: Open terraces not over eighteen (18) inches above the average level of the adjoining ground and one hundred and twenty (120) square feet in area but not including a permanently covered terrace or porch except as allowed by the provisions of the R-5000 zoning district; awnings and canopies; steps, four (4) feet or less above grade, which are necessary for access to a permitted building, or for access to a zoning lot from a street, or alley; chimneys projecting twenty-four (24) inches or less into the yard; recreational and laundry-drying equipment; flag poles; overhanging eaves and gutters projecting eighteen (18) inches or less into the yard, except that in no case shall overhanging eaves and gutters be closer than two (2) feet to a lot line;

B. In Front and Rear Yards: Bay windows projecting three (3) feet or less into the yard;

C. In Side Yards: First-floor additions to single-family detached houses with existing legal nonconforming setbacks may be built in line with the existing structure as long as a minimum interior side yard setback of five (5) feet and a minimum exterior side yard

setback of ten (10) feet is maintained, except that houses built on a zero lot line shall maintain a minimum setback of ten (10) feet on the nonzero lot line side of the property.

18.24.050 Building and site design standards.

A. Applicability. All development shall meet the standards of this Section, except as provided below.

1. Exceptions. The standards of this Section do not apply to the following types of development:

a. Detached single family dwellings.

b. SB 9 housing developments as defined in Chapter 18.31.

c. Accessory dwelling units as defined in Chapter 18.34.

d. Development within the following zoning districts:

i. Industrial Districts (General Industrial (MG), Light Industrial (ML), and Special Industrial (MS)).

ii. Mixed-Use Employment Districts (Station East Employment (SEE) and Corridor Mixed Use Employment (CMUE)).

iii. Civic Facility District.

iv. Private Institutional District.

v. Agricultural District.

vi. Open Space District.

B. Building Design Requirements.

1. Building Orientation. Unless located behind another building, buildings shall be oriented toward the adjacent front or street side lot line with the building frontages parallel to the fronting public right-of-way.

2. Entrances.

a. Ground Floor Nonresidential Uses.

i. There shall be a minimum of one (1) entrance for every fifty (50) feet of building frontage with a maximum separation of one hundred (100) feet between entrances.

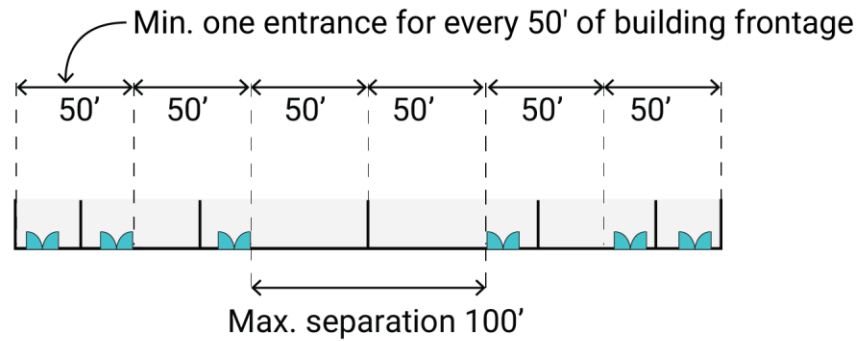


Figure 18.50.050(B)(2)(a)(i): Non-residential entrance location requirements

- ii. In buildings located within twenty (20) feet of a front or street side lot line, the primary building entrance shall face a public right-of-way or shall face within ninety (90) degrees of the primary building frontage and be located within ten (10) feet of a publicly accessible sidewalk.

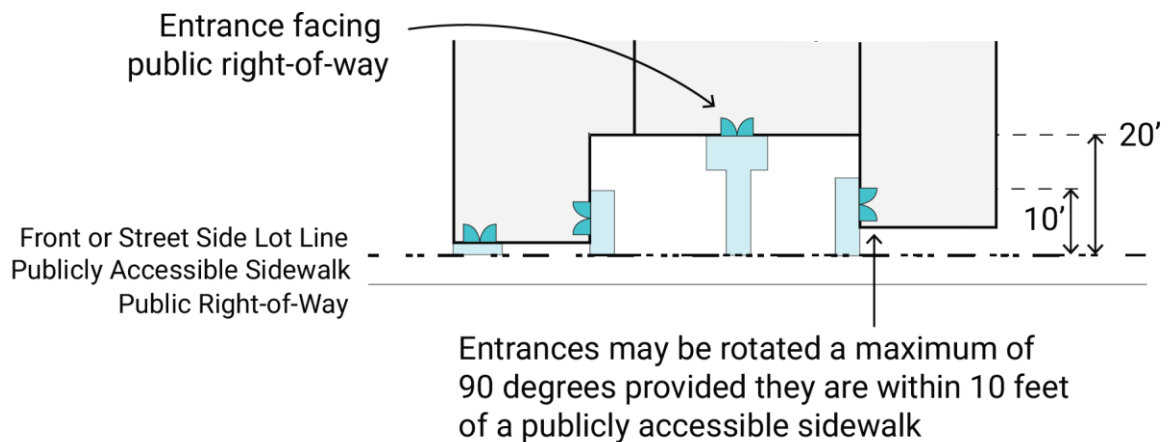


Figure 18.50.050(B)(2)(a)(ii): Non-residential use entrance orientation

- iii. VMU District. In the VMU District, double doors shall be required at the primary building entrance. Transom windows shall be provided above the primary building entrance door.

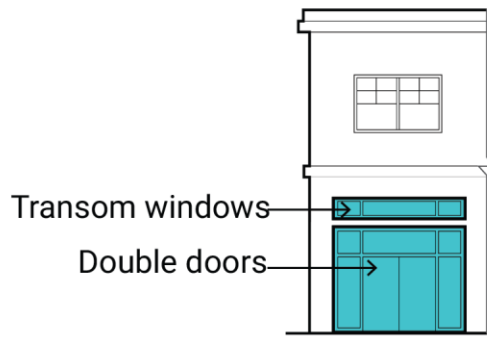


Figure 18.50.050(B)(2)(a)(iii): VMU District primary entrance

iv. Reductions and Exceptions. A reduction or exception to the applicable objective entrance standard for nonresidential uses may be granted by the decision maker subject to both of the following findings:

- (1) The proposed use has certain operational characteristics with which providing the required entrance(s) is incompatible.
- (2) Building walls facing a public right-of-way exhibit architectural relief and detail, and are enhanced with landscaping to create visual interest at the pedestrian level.

b. Residential Uses. Entrances to residential dwelling units shall be designed as individual or shared entrances at the ground floor of the building.

i. Shared Entrances. All buildings with any exterior entrance that provides access to more than one unit shall provide a minimum of one (1) primary shared entranceway per building in accordance with the following standards.

- (1) In buildings located within twenty (20) feet of a front or street side lot line, the primary shared entranceway shall be oriented to and facing a public right-of-way.
- (2) Primary building entranceways of buildings located in the interior of a site shall be connected to a publicly accessible sidewalk by a walkway with a minimum width of four (4) feet.
- (3) The primary entranceway shall lead to a common area a minimum of ten (10) feet by ten (10) feet.
- (4) The primary entranceway shall incorporate one (1) or more architectural features such as windows, sidelights, lighting, or signage into the entranceway.

(5) The primary entranceway shall be emphasized utilizing at least one (1) of the following methods:

(a) A roofed projection over the door (such as an awning, canopy, or overhang) with a minimum depth of four (4) feet.

(b) A recessed entry bay with a minimum depth of four (4) feet.

(c) A landing, deck, or stoop with a minimum six (6) foot by eight (8) foot area; covered by a recess or projection, or combination thereof, a minimum of three (3) feet in depth.

(d) Incorporating the entrance into an architectural feature that extends two (2) or more feet above the height of the first floor plate vertical mass and is projected or recessed a minimum of one (1) foot from the primary wall plane.

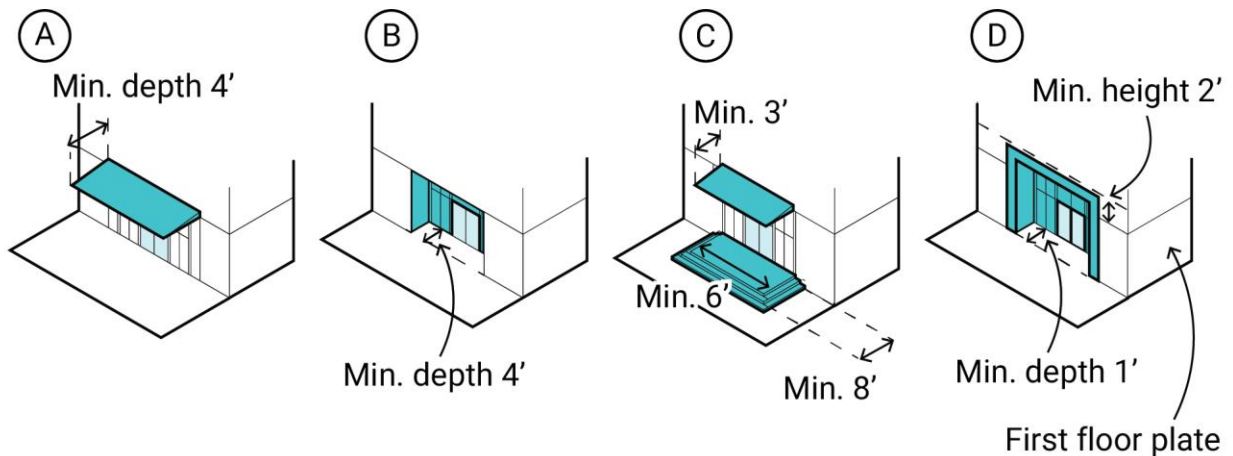


Figure 18.50.050(B)(2)(b)(i)(5): Residential primary entrance emphasis — shared entrances

ii. Individual Entrances. All units accessed through ground level individual entrances from the exterior shall provide a minimum of one (1) primary individual entranceway per unit in accordance with the following standards.

(1) In buildings located within twenty (20) feet of a front or street side lot line, all individually accessed units located along a public right-of-way shall have a primary entranceway oriented to and facing a public right-of-way.

(2) All individual primary entrances shall be connected to a publicly accessible sidewalk by a walkway with a minimum width of four (4) feet.

(3) All entrances located within ten (10) feet of an adjoining publicly accessible sidewalk shall provide finish floor elevations of between eighteen (18) and forty-two (42) inches above the adjoining sidewalk.

- (4) The primary entranceway shall include a covered or partially covered landing, deck, porch, or stoop with a minimum four (4) foot by four (4) foot area.
- (5) The primary entranceway shall be covered by a recess or projection, or combination thereof, a minimum of three (3) feet in depth.

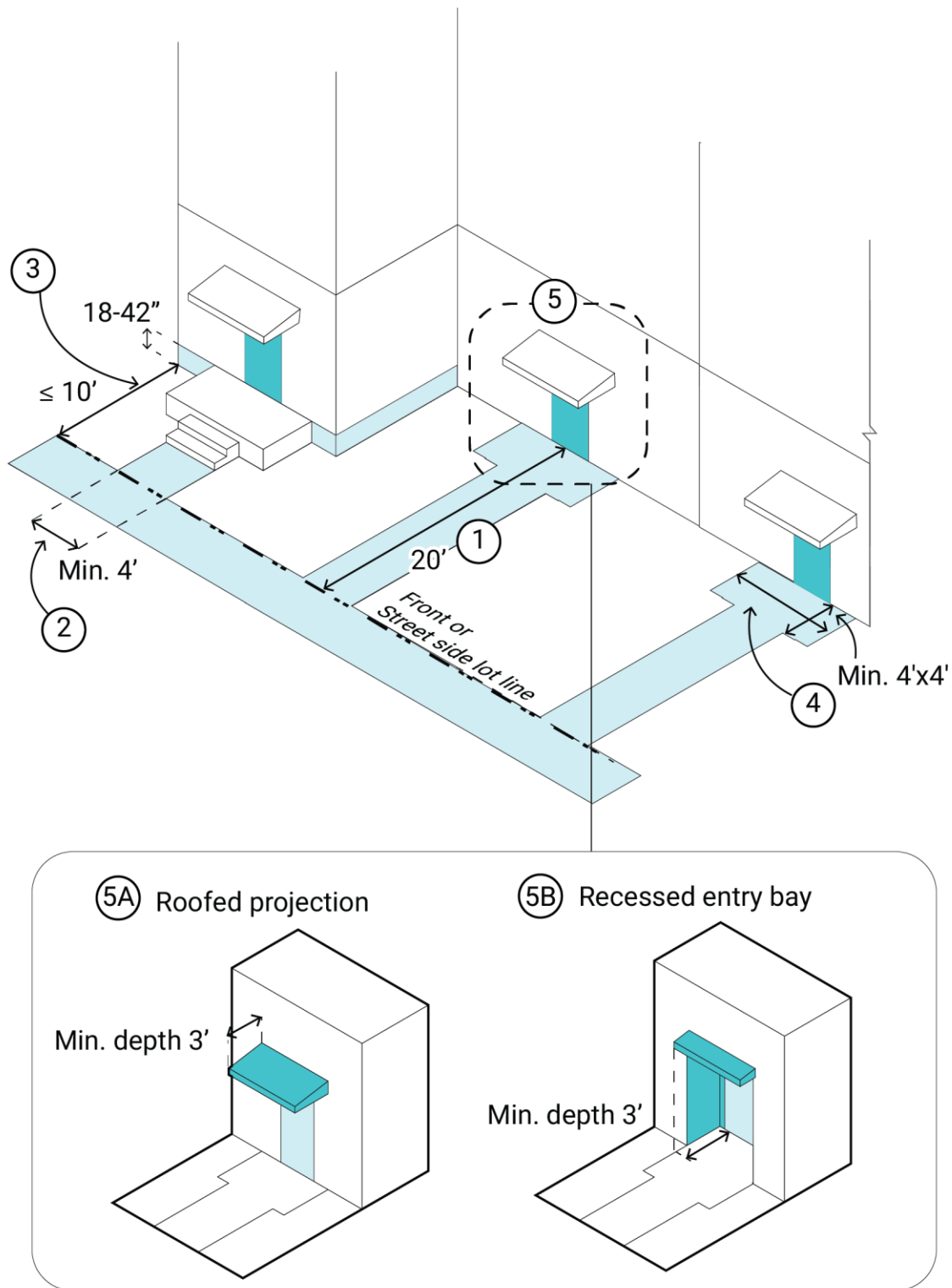


Figure 18.50.050(B)(2)(b)(ii)(5): Residential individual entrances

3. Roof Design and Articulation. Roof lines shall be varied and designed to minimize the bulk of a building, screen roof-mounted equipment, and enhance the building's architectural design through the following methods:

- a. Minimum Depth of Overhanging Eaves. Overhanging eaves, if provided, shall extend a minimum of two (2) feet beyond the supporting wall.
- b. Roof Line Offset. For buildings with two (2) or more stories, a minimum of one (1) roof line offset of at least eighteen (18) inches in height and twenty (20) feet in length shall be provided for every one hundred twenty (120) feet of façade length, except as provided below for parapet roofs.

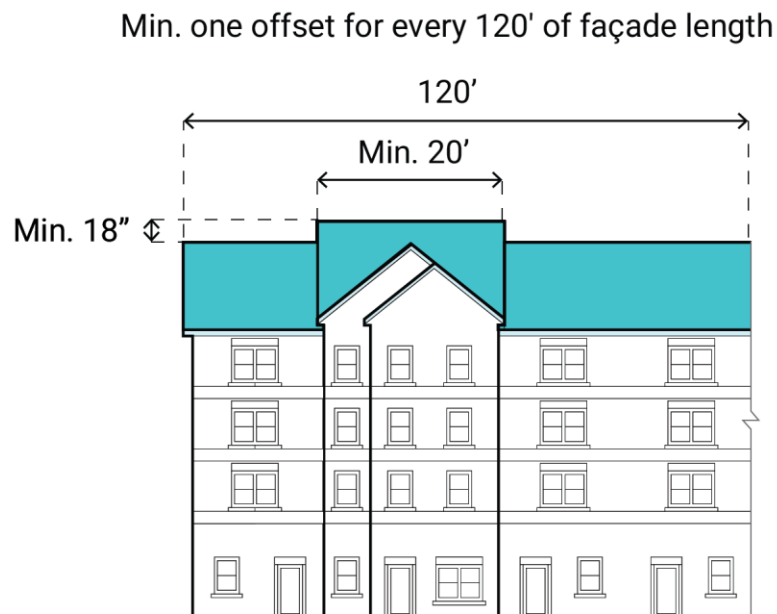


Figure 18.50.050(B)(3)(b): Roof line offset

c. Parapet Roofs.

- i. For buildings with two (2) or more stories, parapet roofs shall provide either the minimum offset pursuant to (b) above, or shall provide a roof line offset of at least eighteen (18) inches in depth and twenty (20) feet in length for every one hundred twenty (120) feet of façade length.
- ii. All parapets shall provide returns of at least six (6) feet in depth at the end of the parapet face to avoid a false front appearance.

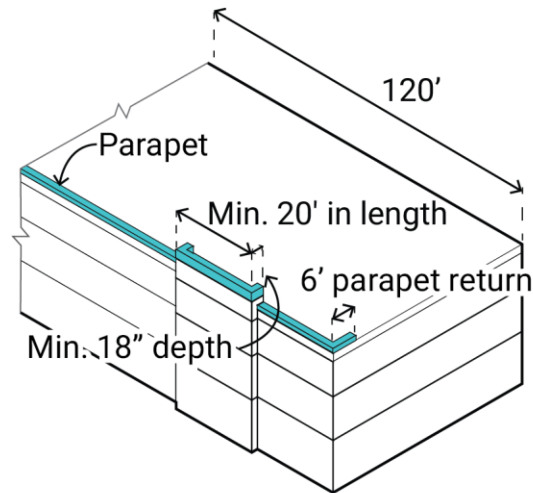


Figure 18.50.050(B)(3)(c): Parapet roofs

- d. Rooftop Equipment. Rooftop equipment shall not be visible from a publicly accessible sidewalk across the street, nor shall be visible from any publicly-accessible area located within fifty (50) feet of the building.
- e. VMU District. In the VMU District, in addition to the standards listed above, roofs shall also meet at least one (1) of the following standards:
 - i. A decorative parapet with a symmetrical appearance shall be provided on all street facing building façades.
 - ii. The roof shall be gabled, cross-gabled, or hipped. Mono pitch roofs are prohibited.

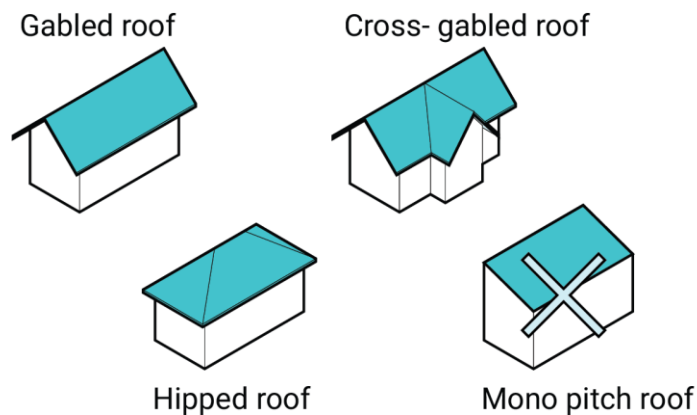


Figure 18.50.050(B)(3)(e)(ii): Roof types — VMU District

- f. Mission Boulevard. Along Mission Boulevard, roofs shall be gabled or hipped and shall have a pitch between 3:12 and 5:12.

4. Building Articulation. Buildings shall include the following design features to create visual variety and avoid a large-scale and bulky appearance:

- a. Façade Articulation. All façades facing a public right-of-way shall include at least one (1) horizontal or vertical projection or recess at least four (4) feet in depth, or two (2) projections or recesses at least two and one-half (2.5) feet in depth, for every fifty (50) horizontal feet of wall. The articulated elements shall be greater than one (1) story in height and may be grouped rather than evenly spaced in fifty (50) foot modules.

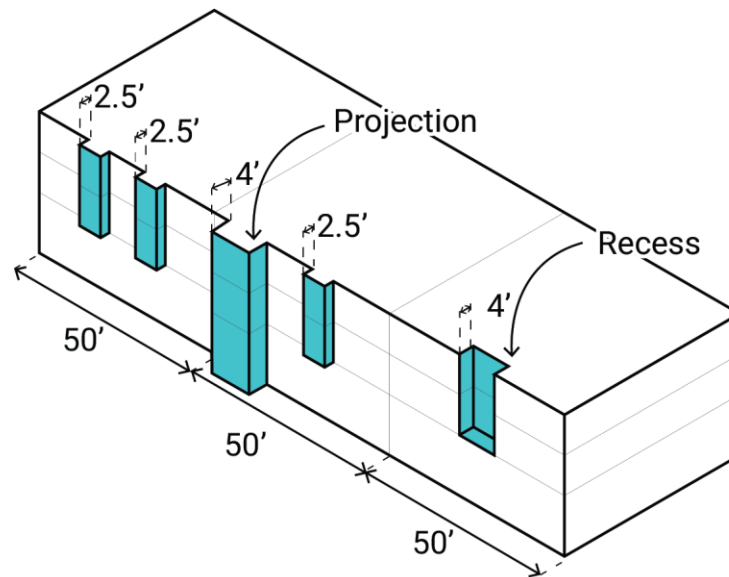


Figure 18.50.050(B)(4)(a): Façade articulation

- b. VMU District. In addition to the façade articulation requirement in subsection (4)(a) above, the following additional façade articulation standards apply in the VMU District.

- i. Façades facing Smith Street, Union City Boulevard, Horner Street, Vallejo Street, and Watson Street shall provide a minimum of one (1) of the following articulation elements every twenty-five (25) to fifty (50) feet:

- (1) A façade wall shift at least two (2) feet in depth and at least the full height of the ground floor.
- (2) A change in material a minimum of three (3) feet wide and at least the full height of the ground floor.
- (3) A change in color, bordered with decorative trim, a minimum of twenty-five (25) feet wide and at least the full height of the ground floor.

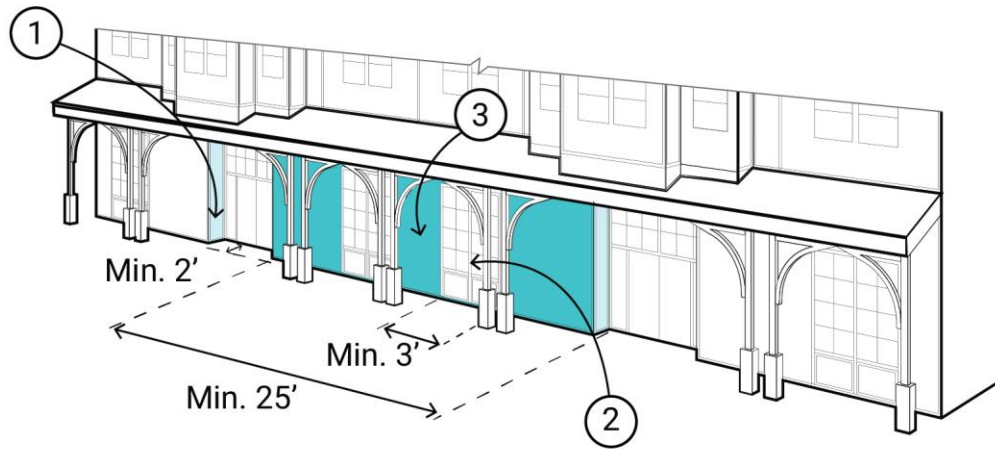


Figure 18.50.050(B)(4)(b)(i): Façade requirements, certain streets — VMU District

ii. Covered walkways or overhangs shall be provided along building frontages on Smith Street, Union City Boulevard, and Horner Street.

(1) Location. The covered walkways or overhangs shall be centered on a main entrance of the building.

(2) Minimum Dimensions. The covered walkways or overhangs shall be a minimum of five (5) feet deep and fifteen (15) feet wide.

(3) Support Columns. Columns supporting covered walkways shall be four (4) inches by six (6) inches in dimension with a defined and differentiated column base and top.

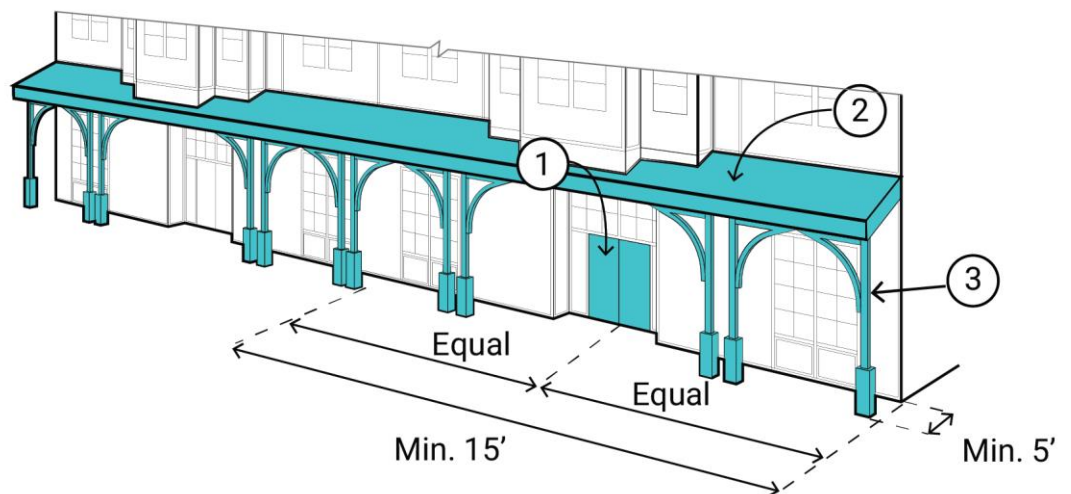


Figure 18.50.050(B)(4)(b)(ii): Covered walkways or overhangs, certain streets — VMU District

- c. Street Facing Façades Along Mission Boulevard. In addition to the façade articulation requirement in subsection (4)(a) above, street facing façades along Mission Boulevard shall incorporate two (2) or more of the following features.
- i. Window bays with a minimum two (2) feet in depth from building façade every fifty (50) horizontal feet.
 - ii. Recesses a minimum of two (2) feet in depth from building façade every fifty (50) horizontal feet.
 - iii. Porches, arcades and loggias over a minimum of twenty-five percent (25%) of the façades with columns a minimum of one (1) foot in width and depth.
 - iv. Curved arches between columns or as part of recesses or projections.
 - v. Arches above doors.
 - vi. Arches over all windows on a minimum of one (1) floor.
 - vii. A lintel at the base of windows.
 - viii. Decorative tile vents.
 - ix. Decorative ironwork.
 - x. Exposed wood beams.
 - xi. Balconies.

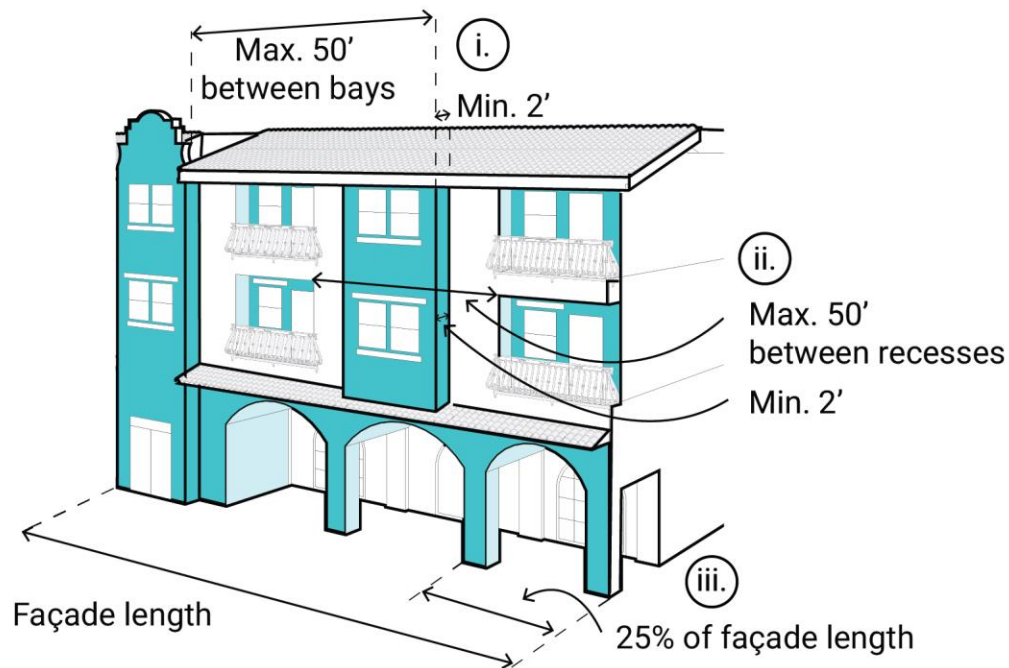


Figure 18.50.050(B)(4)(c): Façades along Mission Boulevard

d. Townhomes and Rowhouses. The design of townhomes and rowhouses shall be articulated such that individual units are differentiated from each other. In addition to the articulation requirements above, attached side-by-side dwelling units shall meet the following requirements.

i. Individual units shall be emphasized through two (2) or more of the following methods.

(1) Variations of two (2) feet or more between the horizontal planes of the primary entrance façade of adjacent units.

(2) A change in roof orientation between adjacent units (e.g., a gable roof adjacent to a hipped roof).

(3) A roofline offset of at least eighteen (18) inches for each unit exposed on the associated elevation.

(4) A change in materials.

(5) A change in color.

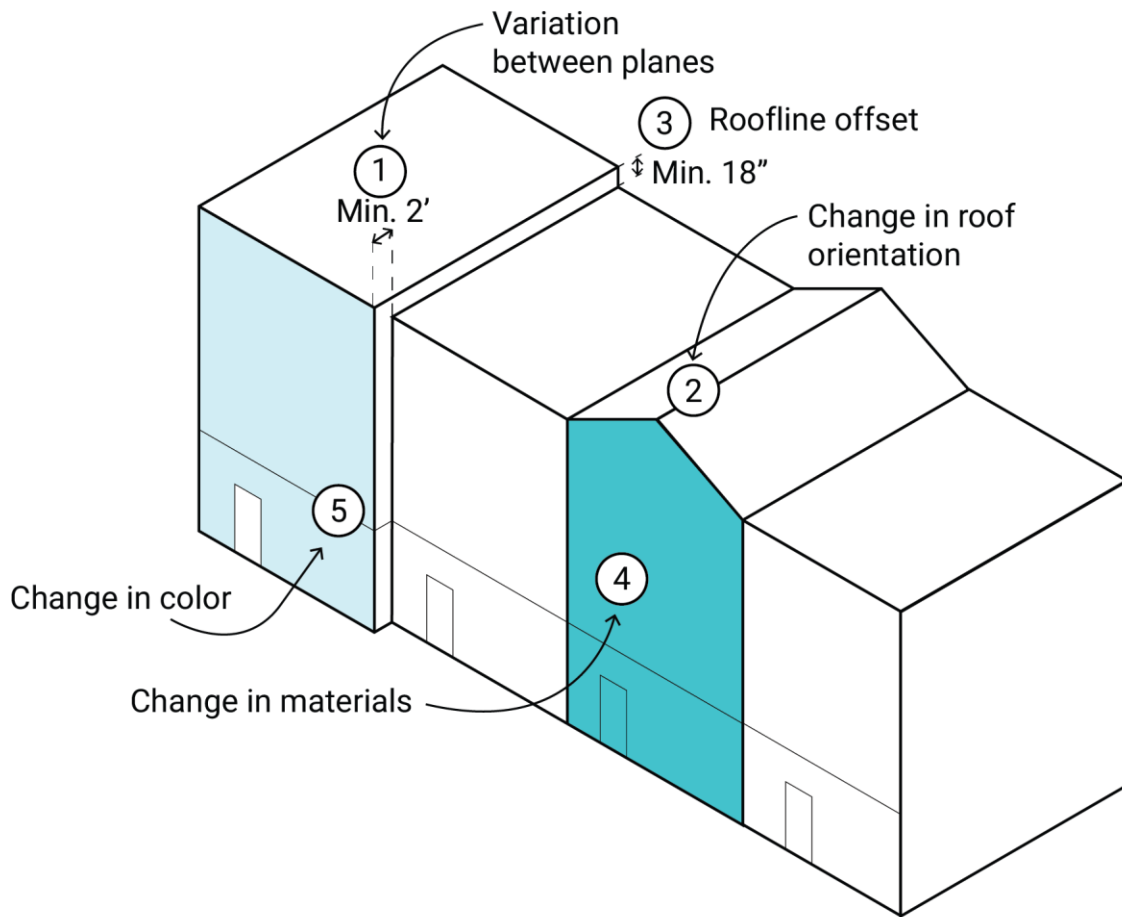


Figure 18.50.050(B)(4)(d)(i): Townhome and rowhouse articulation

5. Façade Design.

a. Façade Detailing.

- i. All building façades shall incorporate details, such as cornices, eaves, trim, changes in materials, projections such as awnings and balconies, or other design elements.

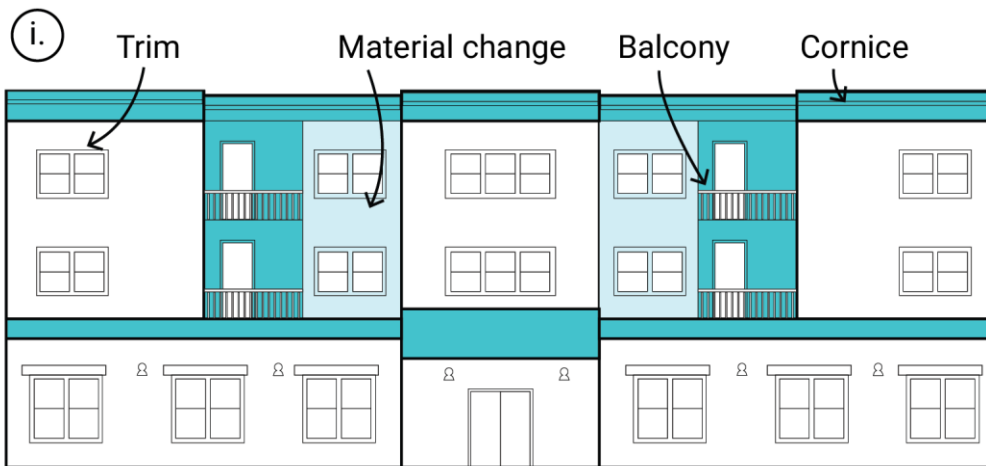


Figure 18.50.050(B)(5)(a)(i): Façade detailing design elements

- ii. No wall facing a public right-of-way shall run in a continuous plane of more than thirty (30) feet without a window, door, or other opening.
- iii. Horizontal building elements, such as cornices, eaves, trims, and expansion gaps that create visible horizontal lines shall be aligned within three (3) feet of like buildings elements on the same façade.

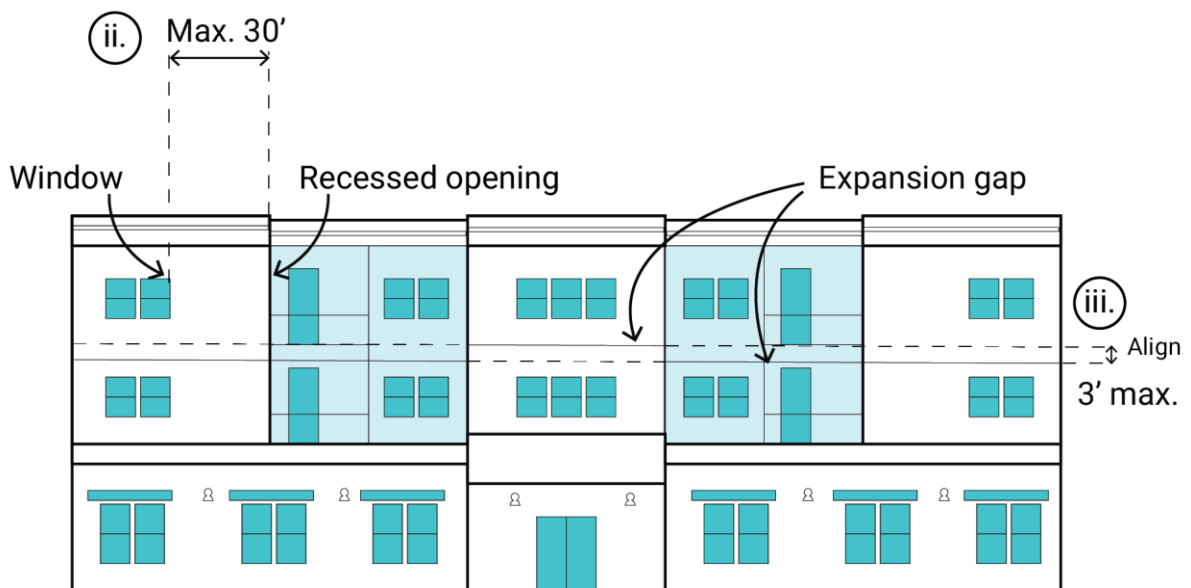


Figure 18.50.050(B)(5)(a)(iii): Building element alignment

- iv. Building vents, gutters, lighting, and exterior equipment that are part of the exterior façade shall be aligned horizontally and vertically with like elements and with other building façade details on the same façade.

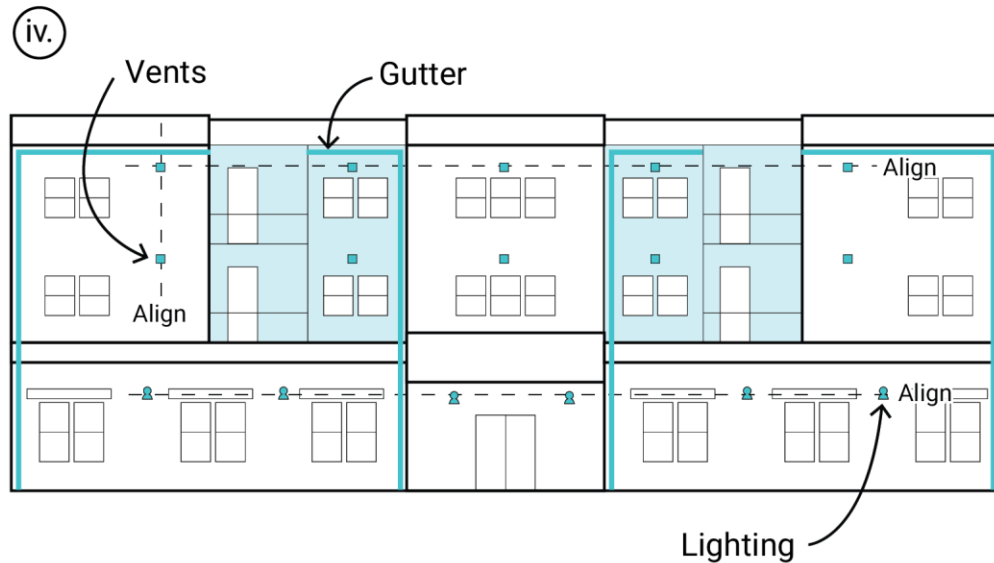


Figure 18.50.050(B)(5)(a)(iv): Building equipment alignment

b. Exterior Building Colors and Materials.

- i. Factory-processed color finishes, such as baked enamel, shall be provided on all exterior metal surfaces.
- ii. VMU District. In the VMU District, a minimum of seventy-five percent (75%) of the building siding shall be one (1) of the following materials:
 - (1) Horizontal or vertical wood siding, tongue-in-groove, or shiplap.
 - (2) Board and batten siding.
- iii. Mission Boulevard. Buildings on parcels along Mission Boulevard shall include each of the following exterior materials:
 - (1) Barrel tile roof.
 - (2) Stucco walls.
 - (3) Raised brick or stone foundation.
- iv. Exterior Materials, Other Areas. In areas outside of the VMU District and buildings not located on parcels along Mission Boulevard, exterior building materials shall be chosen based on durability, ease of maintenance, and context. Permitted materials shall include the following:
 - (1) Steel—Porcelain enamel panels, steel windows, steel exterior doors, steel rails and fences, painted, stainless or pre-weathered steel.

(2) Aluminum—Windows, panels (luco-bond and aluminum plate), storefront, curtain wall, doors; aluminum shall be natural finish anodized, powder-coated or kynar (no bronze anodized).

(3) Decorative Metals-including copper, brass, bronze, and stainless steel.

(4) Glass—Clear, low-e, nonreflective, solar-bronze or solar gray glass, shadow boxes and spandrel glass is permitted.

(5) Brick, natural clay.

(6) Stone.

(7) Pre-cast concrete, glass-fiber reinforced concrete.

(8) Cast-in-place concrete.

(9) Ceramic tile.

(10) Cement plaster.

(11) Wood.

6. Windows and Openings.

a. Nonresidential Uses: Building Transparency/Required Openings. Exterior walls facing and within twenty (20) feet of a front or street side lot line or publicly accessible sidewalk shall include windows, doors, or other openings for at least forty percent (40%) of the building wall area of grocery stores and fifty percent (50%) of the building wall area of other uses located between two and a half (2.5) and seven (7) feet above the level of the sidewalk.

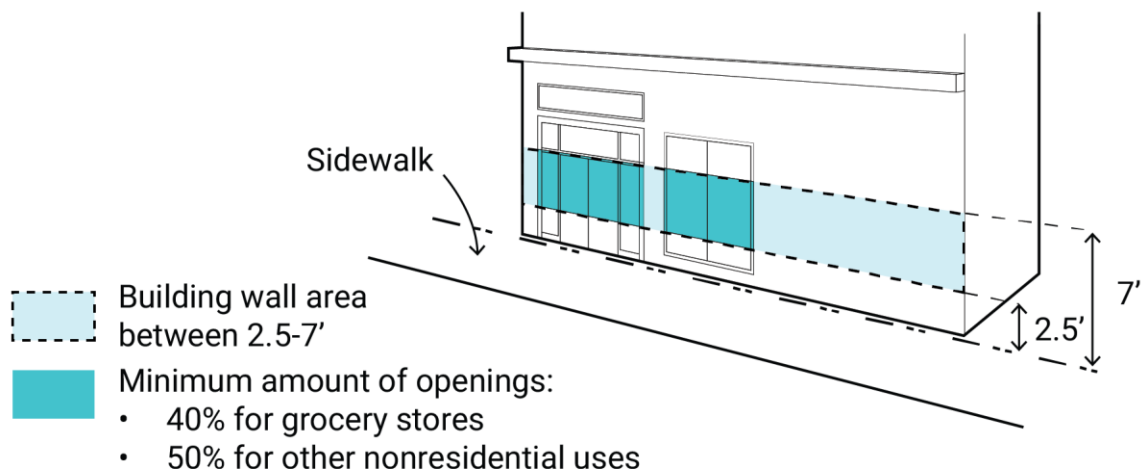


Figure 18.50.050(B)(6)(a): Nonresidential window openings and transparency

- i. Design of Required Openings. Openings fulfilling this requirement shall have transparent glazing and provide views into work areas, display areas, sales areas, lobbies, or similar active spaces, or into window displays that are at least three (3) feet deep.

- (1) VMU District. In the VMU District, Ground floor windows shall start two (2) to three (3) feet off the ground and extend above door sill height.

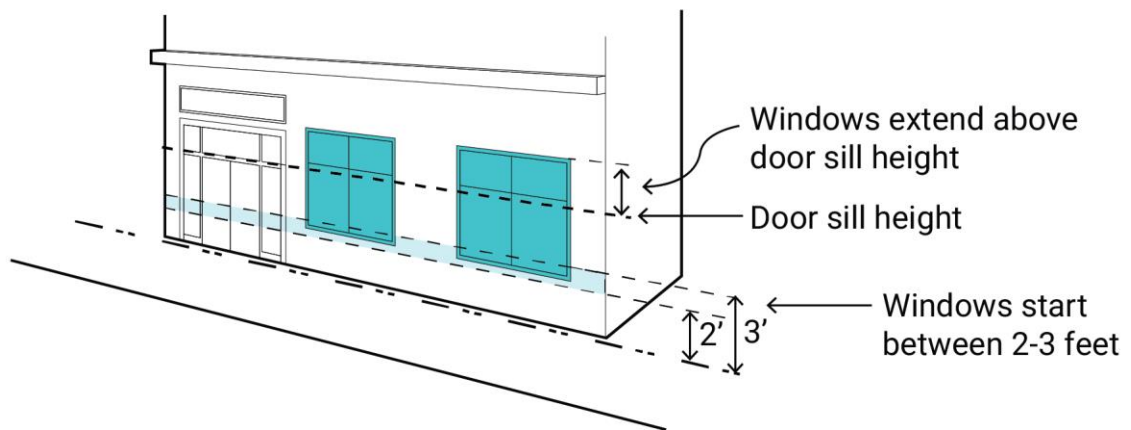


Figure 18.50.050(B)(6)(a)(i)(1): Ground floor windows — VMU District

- ii. Reductions and Exceptions. A reduction or exception to the applicable objective building transparency standard for nonresidential uses may be granted by the decision maker subject to both of the following findings:

- (1) The proposed use has certain operational characteristics with which providing the required windows and openings is incompatible.
 - (2) Street-facing building walls exhibit architectural relief and detail, and are enhanced with landscaping to create visual interest at the pedestrian level.

- b. Residential Uses: Window Trim or Recess. Windows for residential uses shall have trim at least three (3) inches wide and one-half (0.5) inch in depth, or be recessed at least two (2) inches from the plane of the surrounding exterior wall.

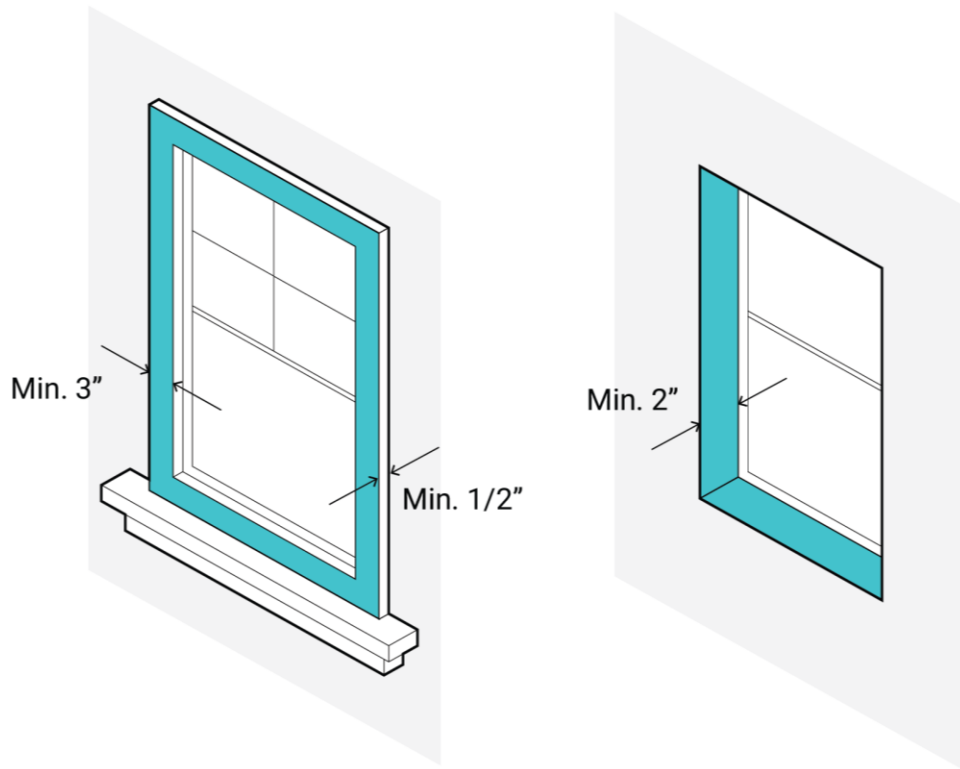


Figure 18.50.050(B)(6)(b): Residential window detail

c. Residential Uses: Transparency/Required Openings for Common Spaces. Exterior walls of common spaces, such as lobbies and community spaces, within twenty (20) feet of a front or street side lot line or publicly accessible sidewalk shall include windows, doors, or other openings for at least thirty percent (30%) of the building wall on which they are adjacent, between two and a half (2.5) feet and seven (7) feet above the level of the sidewalk.

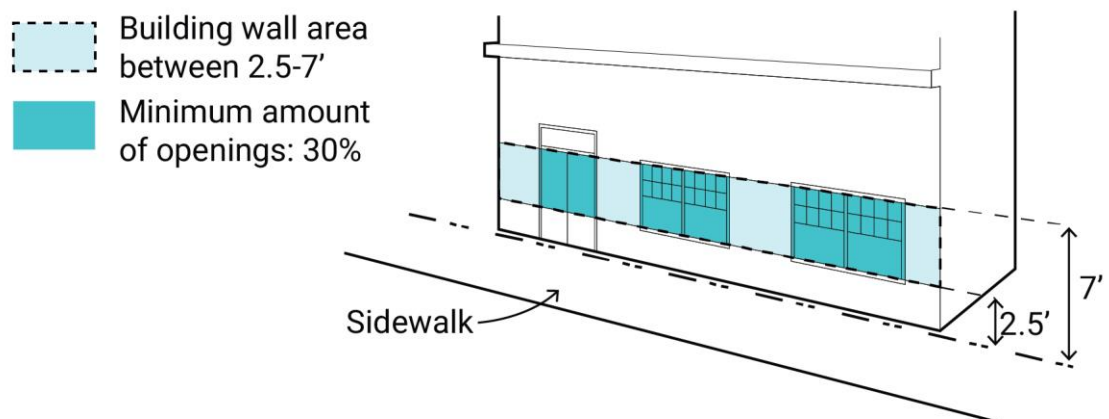


Figure 18.50.050(B)(6)(c): Window opening and transparency, residential common spaces

C. Space Requirements.

1. Residential Uses.

- a. Minimum Ground Floor Height. The minimum ground floor height for residential uses is ten (10) feet measured floor to floor.

2. Nonresidential Uses.

- a. Minimum Ground Floor Height. For nonresidential spaces planned for a restaurant use, the minimum ground floor height limit is eighteen (18) feet measured floor to floor. The minimum ground floor height for nonresidential spaces planned for uses other than restaurants is fifteen (15) feet measured floor to floor.

- b. Minimum Tenant Space Depth.

- i. Generally. Nonresidential ground floor interior tenant spaces shall be a minimum of thirty-five (35) feet in depth.
 - ii. Planned Restaurant Use. For nonresidential spaces that have a planned restaurant use, the minimum depth shall be sixty (60) feet for at least fifty percent (50%) of the width of the tenant space or twenty-five (25) feet, whichever is wider.
 - iii. Reductions and Exceptions. A reduction or exception to the applicable objective minimum depth standard may be granted by the decision maker if a finding can be made that the site is small or constrained.
- c. Required Restaurant Space. For lots larger than twenty thousand (20,000) square feet, a minimum of twenty-five percent (25%) of the ground floor nonresidential area of mixed-use development shall be designed to accommodate a restaurant use. Restaurant uses require grease traps, a minimum of one (1) restroom per tenant, a separate ventilation system, and an enclosure for waste receptacles.
- d. Indoor/Outdoor Connections. The design of ground floor commercial uses in the MMU, SEMU-R, and CSMU Districts shall promote indoor/outdoor connections by providing at least one (1) of the following:
 - i. Sliding or removable windows/doors.
 - ii. Low planters with seat walls a minimum width of twelve (12) inches.
 - iii. Entrances, recessed a minimum of four (4) feet, and porticos that allow outdoor seating or display.

- iv. Awnings and canopies that may encroach into the public right-of-way subject to approval of an encroachment permit by the Public Works Department.
- 3. Required Residential Amenities. Amenities that enhance the livability of the project shall be provided.
 - a. Activity Areas. Private and common open spaces, playground or outdoor active recreation facility, such as a lap pool.
 - i. Amount of Activity Area.
 - (1) RM Districts. In RM Districts, a minimum of one hundred fifty (150) square feet of activity area shall be provided per dwelling unit.
 - (2) Other Districts. In Districts other than RM Districts, a minimum of sixty (60) square feet of activity area shall be provided per dwelling unit.
 - ii. Configuration of Activity Area.
 - (1) Required activity area shall be provided as a combination of private open space and common open space or indoor activity space as follows:
 - (a) A minimum of seventy-five percent (75%) of units located above the ground level shall be provided private open space above the ground level (i.e., balconies) consistent with Subsection 4.a.iii, Private Open Space, below. An exception to this objective activity area configuration standard may be granted by the decision maker if a finding can be made that alternative configurations of activity area suited to the needs of the residents are provided.
 - (b) The balance of the required activity area shall be provided outdoors as private open space or common open space that meet the standards of this Section. Common indoor activity space may substitute outdoor activity area for up to fifty percent (50%) of the required area, as follows.
 - (i) Outdoor activity area may be substituted by common indoor activity space at a rate of two (2) feet of common indoor activity space provided for every one (1) foot of required outdoor activity area.
 - (2) The required activity area shall be located on the same lot as the associated residential dwelling units. An exception to this objective activity area location standard may be granted by the decision maker if a finding can be made that an activity area is on a separate common lot within the development that can effectively be used by residents.
 - (3) No portion of required activity area shall be used for storage, driveways, or vehicle parking and loading facilities.

iii. Private Open Space. Private open space provides open space areas for the exclusive use of the occupants of an individual dwelling unit and includes but is not limited to balconies, decks, terraces, patios, fenced yards, and other similar private areas.

(1) Minimum Dimensions. Private open space located on the ground level (e.g., yards, decks, patios) shall be a minimum of eight (8) feet by eight (8) feet. Private open space located above ground level (e.g., balconies) shall be a minimum of five (5) feet by five (5) feet.

(2) Accessibility. Private open space shall be accessible to only one (1) dwelling unit by a doorway to a habitable room or hallway.

(3) Surfacing. A surface shall be provided that allows convenient use for outdoor living and/or recreation. Such surface may be any practicable combination of groundcover, garden, flagstone, wood planking, concrete, or other serviceable, dust-free surfacing. Surfaces shall not exceed a ten percent (10%) slope.

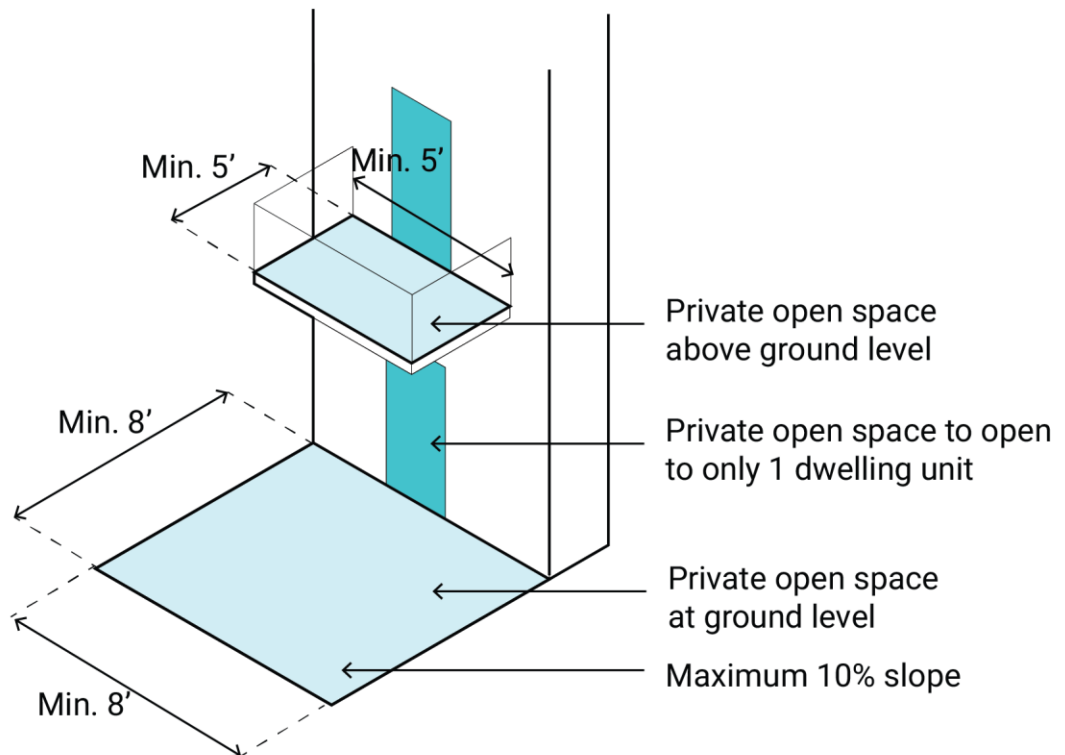


Figure 18.50.050(C)(4)(a)(iii): Private open space

iv. Common Open Space. Common open space provides open space areas for recreation and enjoyment with shared access for all building occupants. Common open space includes but is not limited to courtyards, terraces, pet areas, gardens, plazas, landscaped areas, patios, swimming pools, barbeque areas, athletic courts or fields, playgrounds, recreation areas, rooftop amenities, and other similar outdoor common areas intended for shared use by building occupants.

(1) Minimum Dimensions. Common open space shall be a minimum of twenty (20) feet by twenty (20) feet.

(2) Accessibility. Common open space shall be accessible to all building occupants. A minimum seven (7) foot-wide passageway, shall be provided to any required common open space. The passageway shall contain a minimum four (4) foot wide walkway and any area not included in the walkway shall be landscaped.

(3) Surfacing. A surface shall be provided that allows convenient use for outdoor living and/or recreation. Such surface may be any practicable combination of groundcover, garden, flagstone, wood planking, concrete, decking, or other serviceable, dust-free surfacing. Surfaces shall not exceed ten percent (10%) slope.

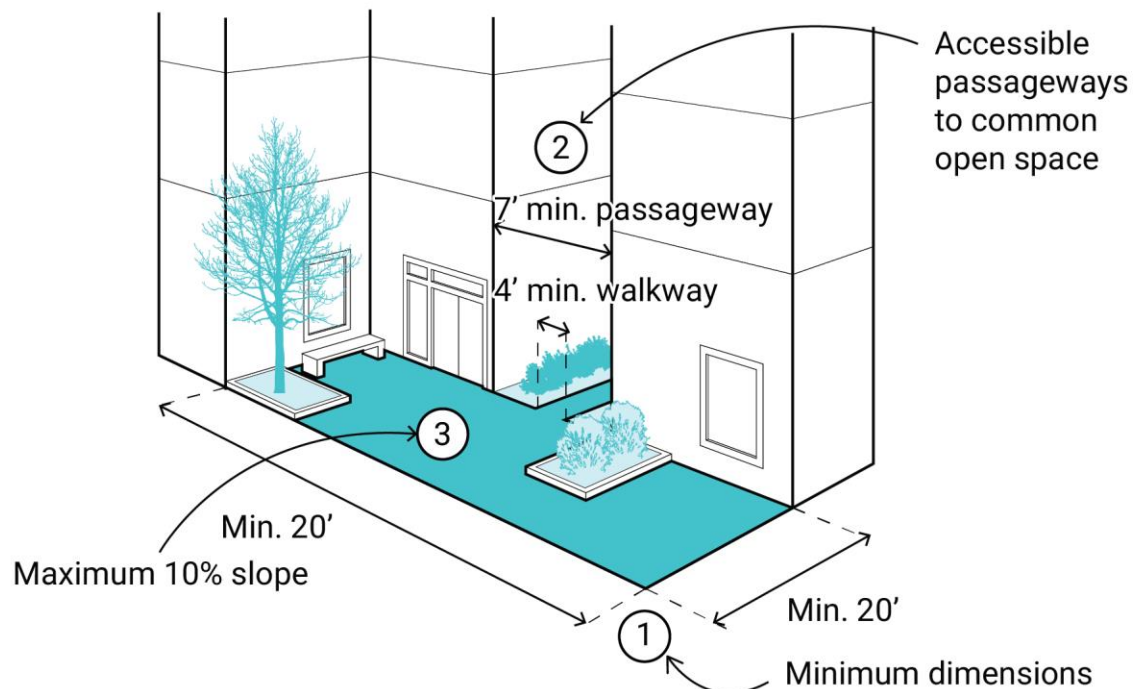


Figure 18.50.050(C)(4)(a)(iv): Common open space

- v. Common Indoor Activity Space. Common indoor activity space provides indoor amenity with shared access for all building occupants. Common indoor activity space includes but is not limited to fitness centers, shared workspaces, study rooms, conference and community rooms, joint eating and cooking areas, indoor play areas, screening room, and other similar common areas intended for shared use by building occupants.
 - (1) Minimum Dimensions. Common indoor activity space shall be a minimum of twenty (20) feet by twenty (20) feet. A reduction to this objective dimensional standard may be granted by the decision maker if a finding can be made that a usable activity area of lesser size is adequate to serve the residents.
 - (2) Accessibility. Common indoor activity space shall be accessible to all building occupants.
- b. Other Amenities. In addition to the required activity area above, projects shall include at least two (2) of the following amenities.
 - i. In-unit washer and dryer.
 - ii. Enclosed, lockable storage space at least two hundred (200) cubic feet in size with minimum dimension of four (4) feet by eight (8) feet for a minimum of fifty percent (50%) of the units.
 - iii. On-site child care facility.
 - iv. Provision of car sharing service, including parking spaces. Car share parking spaces shall be accessible to car share subscribers twenty-four (24) hours a day, seven (7) days a week.
- c. Reductions and Exceptions. A reduction or exception to the applicable objective residential amenity standard may be granted by the decision maker if a finding can be made that alternative amenities that are comparable in value and benefit residents are provided.

D. Site Design Requirements.

- 1. Frontage Improvements. Frontage improvements consistent with the General Plan, Bicycle and Pedestrian Master Plan, applicable Specific Plan and/or development strategy, Subdivision Improvement Standards, and any other applicable standard or requirement of the City shall be provided for all subdivisions, new construction, and additions of ten thousand (10,000) square feet or more of gross floor area.
- 2. Public Open Space. Where provided, public open spaces shall be consistent with the following standards.

- a. Line the edges of blocks with buildings to frame public open space by placing building edges along a minimum of fifty percent (50%) of the open space perimeter.
- b. Provide direct access from a publicly accessible sidewalk to public open spaces. Do not locate ground level public open space accessible only from inside the building.
- c. Tree canopies or permanent shade structures shall provide shade for at least twenty-five percent (25%) of open space areas.

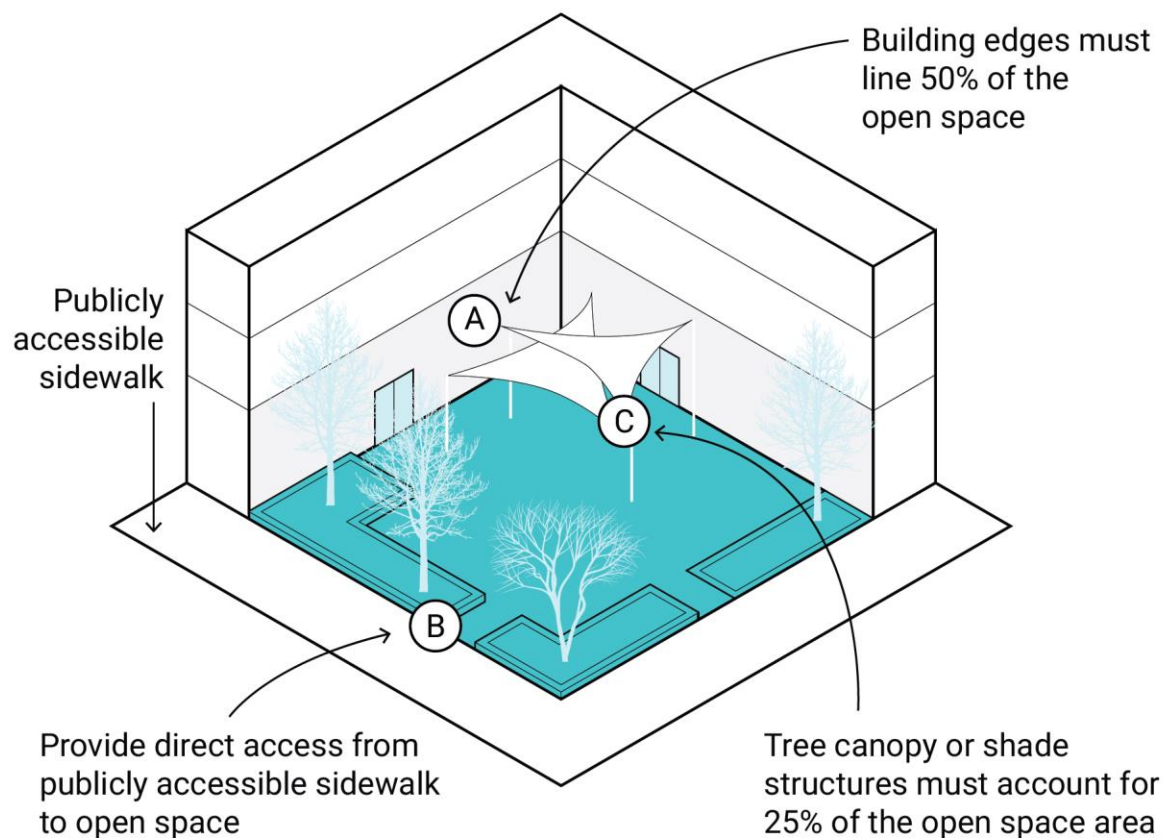


Figure 18.50.050(D)(2): Public open space site design

- d. Paseos. Public open space designed as a paseo shall be consistent with the following standards.
 - i. Within the SEMU-R zoning district: for the portions of the buildings that front onto a paseo and have a length longer than ninety (90) feet and where the paseo is less than forty (40) feet in width, the surface area of third floor and fourth floor paseo-facing walls shall be no more than eighty-five percent (85%) of the surface area of the first-floor paseo-facing wall.

(1) The surface area of a wall is calculated as the length of the building wall of the applicable floor multiplied by the height of that floor.

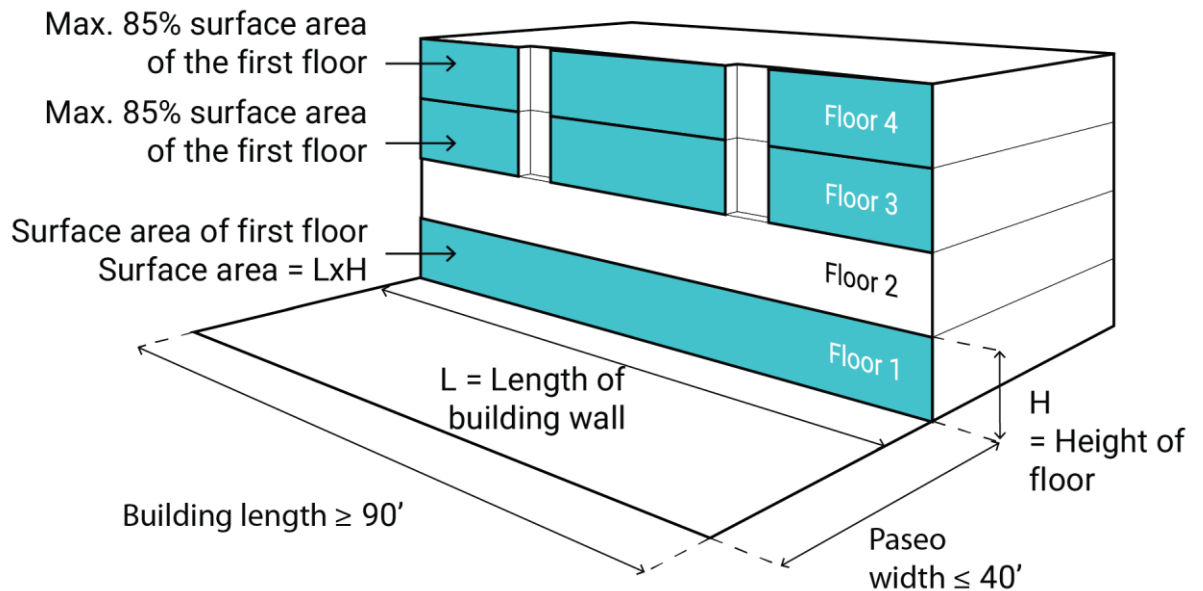


Figure 18.50.050(D)(2)(d)(i): Paseo standards — SEMU-R District

ii. Paseos in zoning districts other than SEMU-R shall have a minimum width of forty (40) feet.

iii. Paseos shall have end to end visibility, and align and connect with streets, other paseos or paths.

iv. Paseos shall have a minimum lighting level of one (1.0) foot-candle.

3. Roof Deck Planting. Planting on roof decks requires a minimum soil depth of twenty-four (24) inches for shrubs, perennials, and ground cover and a minimum of forty-two (42) inches for trees.

a. Reductions and Exceptions. A reduction to the applicable objective soil depth standard may be granted by the decision maker if a finding can be made that a reduced soil depth is adequate to support the proposed planting in good growing condition.

4. Lighting.

a. Minimum Lighting. A minimum of one (1.0) foot-candle lighting level shall be provided for all walkways throughout the site and in all parking areas. Motion sensors shall be provided for areas inside and directly adjacent to trash enclosure areas.

- b. Maximum Height of Freestanding Lighting Standards. The maximum height of a freestanding lighting standard in pedestrian areas and courtyards is sixteen (16) feet. Lighting shall be shielded from adjacent residential windows and private outdoor areas.
- c. Attached Fixtures. Fixtures on buildings shall be attached only to walls or eaves, and the top of the fixture shall not exceed the height of the parapet or roof or eave of roof.

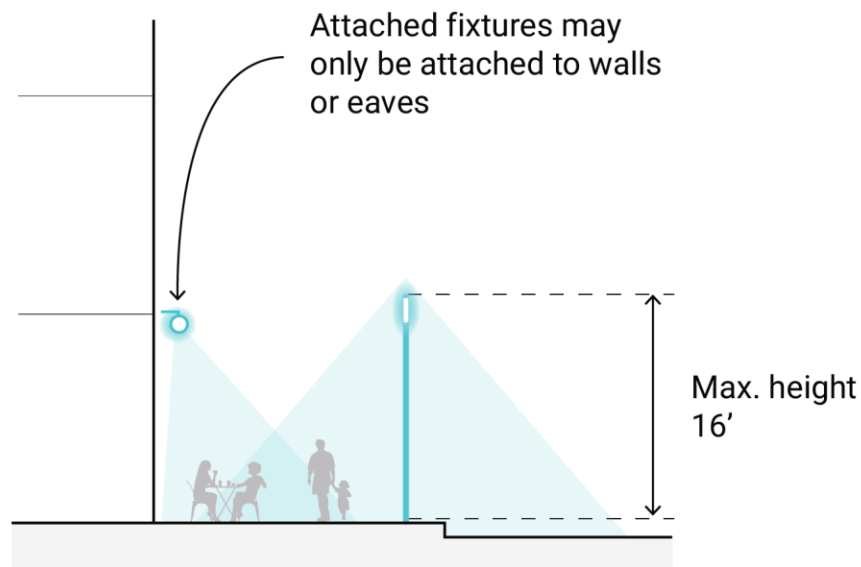


Figure 18.50.050(D)(4): lighting fixture design

- 5. Utilities. All new transformers, switching boxes, and similar appurtenances and utility equipment shall be located below-grade, in closets or interior of buildings, or in locations not visible from public right-of-way, unless prohibited by the utility provider. When screened within an enclosure, the enclosure shall have walls matching the material and color of the nearest building, be located no closer to the street than a building, and be surrounded by landscaping such as trees, shrubs, and climbing vines, that screen the enclosure, unless prohibited by the utility provider.
- a. Reductions and Exceptions. A reduction or exception to the applicable objective utility standard may be granted by the decision maker if a finding can be made that the proposed design reduces the visual impact of utilities to the greatest extent feasible.
- 6. Vehicle Parking.
 - a. Access.

- i. Access to parking facilities shall be from an alley or secondary street, wherever such alley or secondary access is feasible.
 - (1) Additional Access Limitations, CSMU District. The following additional access limitations apply in the CSMU District.
 - (a) Driveway entries/exits shall be prohibited on Decoto Road.
 - (b) Driveway entries/exits shall be prohibited on Eleventh Street, Union Square, and Railroad Avenue wherever access to parking facilities from another street or alley is feasible.
- ii. Driveway entries/exits shall be located at least twenty-five (25) feet from any primary building entrance facing the same street frontage.
- iii. Sidewalk material and grade shall be maintained as the sidewalk crosses a driveway.
- iv. Driveway pavement shall be enhanced with one (1) of the following treatments:
 - (1) Textured concrete banding. A concrete area border created with a different textured finish than the inner concrete area.
 - (2) Trowel finish banding. A concrete area border created with a trowel finish.
 - (3) Stamped concrete. Patterned concrete or imprinted concrete created by using rubber stamps or similar method to imprint patterns into the concrete.
 - (4) Integral concrete. Concrete mixed with finely ground iron oxide pigments, called integral colors, before it is poured.
 - (5) Broom finish. Rough textured finished obtained by dragging a broom on the trowelled surface of the concrete while the concrete is still fresh.
 - (6) Salt finish. A rough textured, slip-resistant surface on freshly poured concrete created by inserting coarse rock salt crystals into the wet concrete.
 - (7) Exposed aggregate finish. A rough textured surface on concrete created with a top layer of exposed aggregate.
 - (8) Trowel joints. Textured surface created using a tool with a flat blade designed to spread concrete, mortar, or plaster.



Figure 18.50.050(D)(6)(a)(iv): Driveway pavement treatment

- v. Surface parking lots with twenty-five (25) or more parking spaces shall provide a pedestrian walkway between rows of parking and extending to the main building entry. The walkway shall be of a different paving material than the drive aisles and parking spaces and be separated from ends of parking spaces by a raised curb at least six (6) inches high.
 - (1) Surface Parking Prohibited, CSMU District. Parking in the CSMU District is required to be structured. Parking lots are not allowed after the initial phases of development.
- b. Parking Structures. Parking structures shall be fully screened using decorative screening, or other decorative elements constructed of durable, high-quality materials or trellis structures with integrated irrigation that support vertical planting shall be provided on all parking structure façades that are visible from any public right-of-way.
- c. Residential Districts.
 - i. Structured Parking — Location. Any parking within a structure with three (3) or more feet above ground shall be located a minimum of forty (40) feet from the primary street facing lot line. For lots with multiple street frontages, the primary street facing lot line shall be that abutting the street with the highest roadway classification or, in the case of streets with equal roadway classifications, the street with the highest number of pedestrian building entrances on the block. This requirement does not apply to garages that accommodate parking for a single dwelling unit.
 - (1) Reductions and Exceptions. A reduction or exception to the applicable objective residential parking facility standard may be granted by the decision maker subject to both of the following findings:

- (a) The design incorporates habitable space built close to the publicly accessible sidewalk to the maximum extent feasible.
- (b) The site is physically constrained such that underground parking or above ground parking located more than forty (40) feet from the primary street frontage is not feasible.

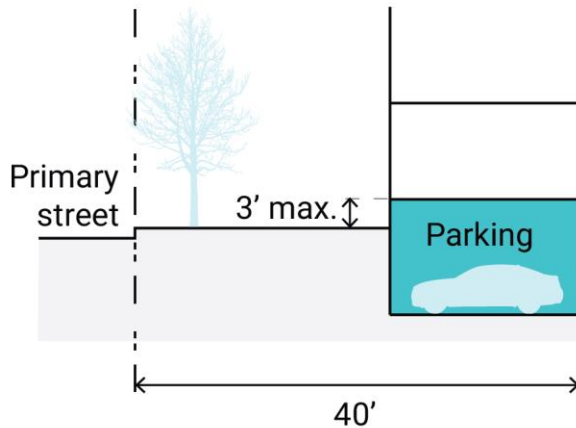


Figure 18.50.050(D)(6)(c)(i): Structured parking location limitation — residential districts

- ii. Above Ground Parking — Maximum Parking Frontage. On lots fifty (50) feet or wider, the total width of above ground parking areas visible from the public right-of-way, including open parking, carports, and garages, shall not exceed forty percent (40%) of any public right-of-way frontage.

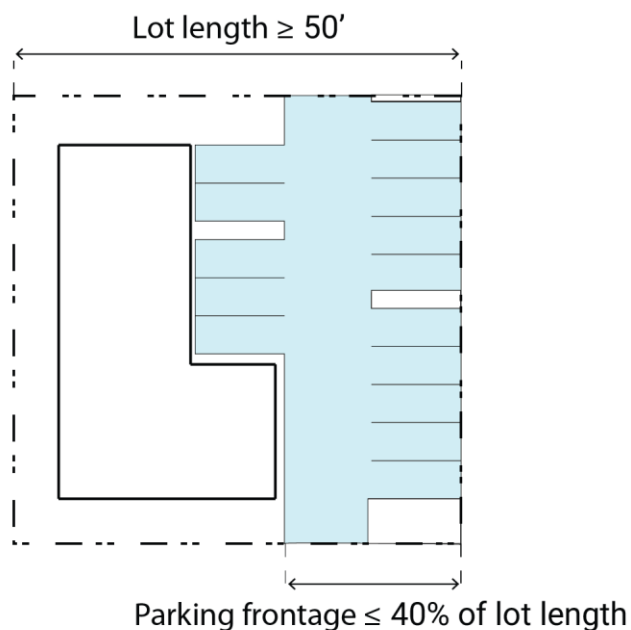


Figure 18.50.050(D)(6)(c)(ii): Above ground parking frontage limitation — residential districts

(1) Reductions and Exceptions. A reduction or exception to the applicable objective above ground parking frontage standard may be granted by the decision maker to allow a greater width subject to both of the following findings:

(a) The lot is constrained such that limiting the visibility of above ground parking to forty percent (40%) of the public right-of-way frontage is not feasible.

(b) Landscaping and other treatments have been incorporated to minimize the visibility of above ground parking from the public right-of-way frontage.

iii. Individual Garage Design. The following shall apply to all entrances of garages that accommodate parking for a single dwelling unit.

(1) Garage entrances located on street facing building frontages shall be recessed a minimum of twelve (12) inches behind the front elevation wall plane.

(2) All garage doors within the project shall be a fully insulated metal or fiberglass roll-up design with baked-on finish and installed with automatic door openers. Top window bands are allowed.

(3) The applicant and/or property owner shall provide multiple garage door designs for the development. Identical garage door designs shall not be located adjacent to one another.

d. Districts Other Than Residential Districts. In all districts other than Residential Districts, the following shall apply:

i. Limitations on Location of Parking. Above ground parking and any parking within a structure with three (3) or more feet above ground, shall be located a minimum of forty (40) feet from the primary street facing lot line. For lots with multiple street frontages, the primary street facing lot line shall be that abutting the street with the highest roadway classification or the street with the highest number of pedestrian building entrances.

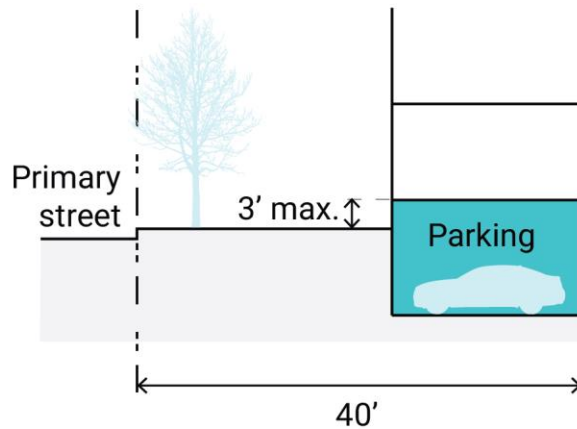


Figure 18.50.050(D)(6)(d): Parking location limitation — other districts

(1) Reductions and Exceptions. A reduction or exception to the applicable objective limitation on location of parking standard may be granted by the decision maker subject to both of the following findings:

(a) The design incorporates conditioned, usable space, or active open space close to the publicly accessible sidewalk to the maximum extent feasible.

(b) The site is physically constrained such that underground parking or above ground parking located more than forty (40) feet from the primary street frontage is not feasible.

7. Pedestrian Access. On-site pedestrian circulation and access shall be provided according to the following standards.

a. Internal Connections. A system of pedestrian walkways shall connect all buildings on a site to each other, to on-site automobile and bicycle parking areas, and to any on-site open space areas or pedestrian amenities.

b. Circulation Network. On-site walkways shall be connected to the publicly accessible sidewalk and other planned or existing pedestrian routes. An on-site walkway shall connect the primary building entry or entries to a publicly accessible sidewalk on each street frontage.

c. Transit. Where transit stops are located adjacent to the lot frontage, pedestrian connections shall be provided from the transit stop to the primary building entrance of all buildings on the lot.

d. Pedestrian Walkway Design.

- i. Walkways shall be a minimum of four (4) feet wide, shall be hard-surfaced, and paved with concrete, stone, tile, brick, or comparable material. Walkways shall be ADA compliant.
- ii. Where a required walkway crosses parking areas or loading areas, it shall be clearly identifiable through the use of a raised crosswalk, a different paving material, striping, or similar method.
- iii. Where a required walkway is parallel and within two (2) feet of an auto travel lane, it shall be raised or separated from the auto travel lane by a physical barrier consisting of a raised curb at least four (4) inches high.
- e. Reductions and Exceptions. A reduction or exception to the applicable objective public access standard may be granted by the decision maker if a finding can be made that adequate and safe pedestrian access is provided to and throughout the site.

Chapter 18.26 MARKETPLACE MIXED USE (MMU) DISTRICT

18.26.150 Design criteria.

~~A. All development shall comply with Section 18.24.050. Architectural Standards. Buildings shall be designed with a contemporary or “modern” vocabulary, using varied geometric volumes and a variety of high-quality materials (e.g. metal and glass). The following shall apply to any new buildings, additions to buildings which increase existing square footage by fifty percent (50%) or more, or modifications to existing buildings which modify the exterior of the building:~~

~~1. All street-facing façades must include at least one (1) horizontal or vertical projection or recess at least four (4) feet in depth, or two projections or recesses at least two and one-half (2½) feet in depth, for every fifty (50) horizontal feet of wall. The articulated elements must be greater than one (1) story in height and may be grouped rather than evenly spaced in fifty (50) foot modules.~~

~~2. Lower and upper stories shall be separated by horizontal detailing such as an awning, overhang, cornice line, or belt course. Separation may occur either above the ground floor or second floor.~~

~~3. All street-facing façades must include vertical projections or recesses such as pilasters, porches, decks, bay windows, entry recesses, and other details that provide architectural articulation and design interest.~~

~~4. Window designs shall differentiate the various components of the building (e.g., ground floor retail spaces, stair towers, corners, or residential units).~~

~~5. Façade elements must establish building scale and pattern, using architectural techniques such as clustering or aligning windows and doors to form a regular pattern. Horizontal building elements should be roughly aligned (within three (3) feet of height) with others in the same block.~~

~~6. The design of townhomes shall be articulated such that individual units are differentiated from each other. Each unit shall maintain separate, identifiable roof forms, massing, fenestration, and street-facing doorways.~~

~~7. Ground floor residential units shall provide finish floor elevations of between eighteen (18) to forty-two (42) inches above the adjoining sidewalk.~~

~~8. Buildings shall not include blank walls which exceed twenty (20) feet.~~

~~B. Exterior Materials. Exterior building materials shall be chosen based on character, durability, ease of maintenance and context, and may include:~~

~~1. Steel—Porcelain enamel panels, steel windows, steel exterior doors, steel rails and fences, painted, stainless or pre-weathered steel are acceptable;~~

~~2. Aluminum—Windows, panels (luco-bond and aluminum plate), storefront, curtain wall, doors; aluminum should be natural finish anodized, powder-coated or kynar (no bronze anodized);~~

~~3. Other metal;~~

~~4. Glass—Clear, low-e, nonreflective, solar-bronze or solar gray glass, shadow boxes and spandrel glass is permitted;~~

~~5. Brick, natural clay colors;~~

~~6. Stone;~~

~~7. Pre-cast concrete, glass-fiber reinforced concrete;~~

~~8. High-quality, cast-in-place concrete;~~

~~9. Ceramic tile;~~

~~10. Cement plaster;~~

~~11. Wood.~~

~~C. Equipment Screening. Mechanical/utility equipment shall be sited and screened in accordance with the following:~~

~~1. In instances where mechanical equipment cannot be located within the building due to building code or utility provider requirements, it shall be adequately screened from~~

~~off-site view and located at the rear of the site in an enclosure with walls matching the material and color of the building. The enclosure shall include gates or heavy gauge corrugated steel and shall be surrounded by trees, shrubs and climbing vines;~~

~~2. In instances where utility equipment cannot be located within the building or undergrounded due to building code or utility provider requirements, it shall be screened by locating at the rear of the site in an enclosure with walls matching the material and color of the building. The enclosure shall include gates or heavy gauge corrugated steel and shall be surrounded by trees, shrubs and climbing vines. Alternate locations may be considered to meet utility provider requirements; and~~

~~3. In instances where mechanical equipment is located on the building roof, roof top screening shall be provided, which is integrated into the building architecture.~~

~~D. Bicycle and Pedestrian Facilities. Projects that include development of a vacant site or substantial modification of a developed site shall accommodate bicycle and pedestrian facilities/access including:~~

~~1. Provisions for safe, well-lit and visually attractive pedestrian access from public streets to the parking areas and building entries;~~

~~2. Pedestrian pathways between buildings and parcels;~~

~~3. Public pedestrian and bicycle connections to the Station District's existing and proposed bicycle and pedestrian network;~~

~~4. Publicly accessible pedestrian amenities which may include plazas, pocket parks, seating areas, fountains, public art, and/or eating areas;~~

~~5. Orientation of outdoor public spaces towards activated ground-floor building frontages; and~~

~~6. Inclusion of bicycle paths and bicycle parking facilities consistent with the Bicycle and Pedestrian Master Plan and designed and installed in conformance with the design criteria outlined in Section 18.28.080.~~

~~E. Ground Floor Commercial Uses. The design of ground floor commercial uses shall comply with the following:~~

~~1. Minimum depth of commercial space is thirty-five (35) feet and minimum height is twenty (20) feet floor to floor; and~~

~~2. A minimum of twenty-five percent (25%) of the ground floor commercial area shall be designed to accommodate a restaurant use; and~~

~~3. Between two and one-half (2½) feet and seven (7) feet above grade, ground floor transparency (i.e., amount of glazing) shall be forty percent (40%) for grocery stores and fifty percent (50%) for all other commercial uses; and~~

~~4. Ground floor façades shall be designed to give identity to each retail and service establishment, through recesses, enhanced materials, signage and architectural features that are integral components of the building; and~~

~~5. The maximum distance of blank wall (a façade without doors, windows, landscaping treatments, or other pedestrian interest) on the ground level of any building facing a street, open space, or paseo shall not exceed twenty (20) feet in length; and~~

~~6. The design of ground floor commercial uses shall promote indoor/outdoor connections by providing some or all of the following:~~

~~a. Sliding or removable windows/doors;~~

~~b. Low planters with wide seat walls;~~

~~c. Recessed entrances and porticos that increase the indoor/outdoor quality or allow for increased outdoor seating or display;~~

~~d. Awnings and canopies that may encroach into the public right-of-way subject to approval of an encroachment permit by the Public Works Department; and~~

~~e. Visually transparent storefronts with clear glass windows and doors that are not blocked by storage, racks or shelving placed against glass.~~

~~18.26.170 Residential open space.~~

~~All residential development and mixed use development shall provide residential open space features, such as courtyards, pool and spa areas, recreation facilities, and picnic and play areas for use by the tenants/owners.~~

18.26.190 Off-street parking.

A. Off-street automobile parking shall be provided consistent with the following standards.

Vehicular Parking Requirements	Minimum Off-Street Parking Requirements	Maximum Off-Street Parking Allowed
1. Residential		
Studio	0.75 space/dwelling unit	1.25 spaces/dwelling unit
1 Bedroom	1.0 space/dwelling unit	2.0 spaces/dwelling unit
2 Bedroom	1.25 spaces/dwelling unit	2.0 spaces/dwelling unit
3+ Bedroom	1.5 spaces/dwelling unit	2.5 spaces/dwelling unit
2. Affordable Housing		
	0.5 space/bedroom	2.0 spaces/dwelling unit
3. Nonresidential		

Vehicular Parking Requirements	Minimum Off-Street Parking Requirements	Maximum Off-Street Parking Allowed
Retail	1.0 space/300 square feet	1.0 space/200 square feet
Office	1.0 space/300 square feet	1.0 space/250 square feet
Other Uses	See Section 18.36.050	See Section 18.36.050

Notes:

1. Tandem parking spaces can be substituted for regular parking spaces up to ten percent (10%) of the required parking demand.

2. Consistent with Government Code Section 65863.2, automobile parking requirements may be waived for a residential, commercial, or other development project if the project is located within one-half (1/2) mile of public transit, which includes a rail or bus rapid transit station, the intersection of two (2) or more bus routes with service intervals of fifteen (15) minutes or less during morning and afternoon commute periods, and any major transit stops included in the applicable regional transportation plan.

B. A minimum of one (1) motorcycle parking stall that is enclosed and weather-protected shall be provided for every twenty-five (25) units.

C. Joint use of parking spaces may be allowed subject to the limitations and conditions included in Section 18.36.160.~~D. — Parking Structures.~~

~~1. — Parking structure façades shall be designed as compatible visual extensions of the primary buildings.~~

~~2. — Auto entries shall be located in a manner that minimizes pedestrian/auto conflicts.~~

~~3. — Decorative screening or other decorative element constructed of durable, high-quality materials shall be provided on parking structure façade~~

18.26.200 Bicycle parking.

A. Bicycle parking facilities shall be provided, at a minimum, in an amount equal to:

Bicycle Parking Requirements	Short-Term Bicycle Parking Requirements	Long-Term Bicycle Parking Requirements
Residential with private garage for each unit	1.0 space/20 dwelling units. Minimum of 2 spaces.	None
All other residential	1.0 space/20 dwelling units. Minimum of 2 spaces.	1.0 space/4 dwelling units. Minimum of 2 spaces.

Retail	1.0 space/3,000 square feet.	1.0 space/10,000 square feet
Office, R&D, and Other Nonresidential uses	1.0 spaces/8,000 square feet. Minimum of 2 spaces.	1.0 space/4,000 square feet

B. Required facilities shall be designed and installed in conformance with the design criteria outlined in Section 18.28.080.

C. Bicycle parking may be substituted for automobile parking subject to the provisions outlined in Section 18.28.~~400-090~~ and approval by the decision makers.

18.26.210 Loading.

A. ~~Adequate~~ Loading docks and/or berths shall be provided on site to serve the use. Such facilities shall be designed according to the following standards unless an alternative design is approved located on the rear or side of the building, be screened from the public right-of-way, and are subject to review and approval through the site development review or administrative site development review process.

~~1. Loading dock entrances shall not exceed 20 feet in width.~~

~~12. Loading docks shall be located inside a building and equipped with closable doors.~~

~~2B.~~ Adequate Loading zones shall be provided along the street frontage(s).

~~18.26.220 Laundry facilities.~~

~~Laundry facilities shall be provided to serve all residential dwelling units. Such facilities shall include washer and dryer appliances connected to utilities. In developments with common laundry facilities, the facilities must be in easily accessible locations and provide an adequate number of washers and dryers to serve the total number of units.~~

Chapter 18.27 VILLAGE MIXED USE (VMU) DISTRICT

18.27.170 Design criteria.

A. All development shall comply with Section 18.24.050.

B. All standalone commercial development shall comply with the Design Guidelines for Old Alvarado.

~~In order to encourage commercial revitalization and development in the Historic Alvarado area in a manner that is consistent with the vision for the Historic Alvarado District, the~~

~~design of new buildings and the rehabilitation of existing or relocated buildings shall be guided by the following design and siting criteria:~~

~~A. General Criteria:~~

- ~~1. All new construction and all rehabilitation or remodeling of buildings should stress the "Old California Town" theme. Careful attention should be given to the scale and bulk of buildings in order to maintain and enhance the character and livability of the area.~~
- ~~2. Private improvements should complement and exploit the public investment in area improvements to the fullest extent.~~
- ~~3. Weather protection in the form of shade trees, awnings, and overhangs should be provided. Long distances with no weather protection should be avoided.~~
- ~~4. Development design should feature continuous building frontage unbroken by wide openings created by parking areas, and emphasis should be given to building and sidewalk amenities that will attract foot traffic.~~
- ~~5. Scale should be maintained in parking lots. Wherever feasible these should be located to the rear of buildings, and should be broken up by planted areas and shade trees to give a sense of human scale and provide amenities.~~
- ~~6. Extensive landscaping should be provided along street frontages.~~
- ~~7. Sign sizes and placement should be coordinated to avoid the clutter created by signs of unrelated size and shape.~~
- ~~8. The Planning Commission may grant relief from the off-street parking requirements, if it can be demonstrated that sufficient parking is available off-site to service the proposed use.~~

~~B. Smith Street Commercial Area Criteria:~~

- ~~1. Efforts should be made to retain as many of the good older structures as possible and to reintroduce the character of early California more fully. Where feasible, Victorian or Carpenter-Victorian buildings should be moved in from other areas to fill in some vacant properties and provide shop and office space.~~
- ~~2. The relatively small and intimate scale of Smith Street should be retained. Large, bulky structures which would be out of scale with the street and would dominate existing buildings should be avoided.~~
- ~~3. New and relocated buildings should be placed close to the street to maximize continuous frontage and encourage foot traffic.~~
- ~~4. Where parking lots are located to the rear of buildings, attractive rear entrances should be provided.~~

~~5. Exterior treatment of buildings should feature a coordinated color scheme to be implemented as existing structures are remodeled or repainted and new buildings constructed.~~

~~C. Union City Boulevard Commercial Area Criteria.~~

~~1. Building sizes should be large enough to maintain a good scale relationship with the width of the boulevard.~~

~~2. Buildings should be placed close to the front property lines to visually reduce the barren expanse of boulevard pavement.~~

~~3. Extensive landscaping should be provided along the street frontage.~~

~~4. Development design may feature varied setbacks to accommodate small garden courts and landscaped areas along the street frontage as a means of enhancing the street scene and encourage foot traffic.~~

~~5. Exterior treatment of new and remodeled buildings should favor natural materials and earth colors which have a softening influence as opposed to hard concrete and slick surfaces.~~

18.27.180 Off-street parking.

Parking shall be required subject to the following:

A. Residential Uses. Provide automobile and bicycle parking consistent with the RM 1500 zoning district per Section 18.32.160, except that one hundred percent (100%) affordable rental developments may provide off-street parking pursuant to the standards contained in Section 18.32.160(B)(5).

B. Commercial Uses. Provide automobile and bicycle parking at commercial district standards per Section 18.36.150. For commercial uses on the ground floor as part of a mixed-use development, shared parking shall be evaluated on a case-by-case basis.

C. The decision maker may grant relief from the off-street parking requirements, if it can be demonstrated that sufficient parking is available off-site to service the proposed use.

18.27.190 Off-street loading.

A. ~~Adequate~~ Loading docks and/or berths shall be provided on-site to serve the use. Such facilities shall be designed according to the following standards unless an alternative design is approved ~~located on the rear or side of the building, be screened from the public right-of-way, and are subject to review and approval~~ through the site development review or administrative site development review process. 1. Loading dock entrances shall not exceed 20 feet in width.

12. Loading docks shall be located inside a building and equipped with closable doors.
- B2. ~~Adequate~~ Loading zones shall be provided along the street frontage(s).

~~18.27.210 Residential open space~~

~~All residential and mixed-use development shall provide residential open space features, such as courtyards, pool and spa areas, recreation facilities, and picnic and play areas for use by the tenants/owners.~~

Chapter 18.28 OFF-STREET PARKING AND LOADING

18.28.080 Design criteria for bicycle parking facilities ~~located in industrial or commercial zoning districts.~~

A. Short- and Long-Term Bicycle Parking Required. Unless otherwise stated in another part of this Code, required bicycle parking shall be designed as either short- or long-term bicycle parking as follows.

1. Four or Fewer Required Bicycle Parking Spaces. Where four (4) or fewer bicycle parking spaces are required, the required bicycle parking spaces shall be designed as short-term bicycle parking in compliance with the standards of this Section.
2. Five or More Required Bicycle Parking Spaces. Where five (5) or more bicycle parking spaces are required, the required bicycle parking spaces shall be designed as short- or long-term bicycle parking in compliance with the standards of this Section as follows:
 - a. A minimum of four (4) bicycle parking spaces shall be designed as short-term bicycle parking.
 - b. A minimum of twenty percent (20%) of the required bicycle parking spaces shall be designed as long-term bicycle parking.
 - c. The balance of the required bicycle parking spaces shall be designed as either short-term bicycle parking or long-term bicycle parking.

B. Short-Term Bicycle Parking. Short-term bicycle parking intended to serve customers, messengers, and other visitors to a site who generally stay for a short time, shall be designed as specified below.

1. Location. Short-term bicycle parking shall be located within fifty (50) feet of a main entrance to the building it serves and visible from a main entrance if feasible. Where the bicycle parking area is not visible from a main entrance of the building,

signs located at the main entrance of the building shall identify the location of bicycle parking.

a. Required short-term bicycle parking may be located within the public right-of-way with an encroachment permit issued by the City.

2. Anchoring and Security. For each short-term bicycle parking space required, a stationary, securely anchored object shall be provided to which a bicycle frame and one (1) wheel (two (2) points of contact) can be secured with a high-security U-shaped shackle lock if both wheels are left on the bicycle. One (1) such object may serve multiple bicycle parking spaces.

3. Size. Each short-term bicycle parking space shall be a minimum of two (2) feet in width and six (6) feet in length and shall be accessible without moving another bicycle.

4. Clearance.

a. Between Racks. Three (3) feet of clearance shall be provided between bicycle parking racks.

b. Between Other Elements. Two (2) feet of clearance shall be provided between short-term bicycle parking spaces and adjacent walls, poles, landscaping, street furniture, drive aisles, pedestrian ways, and curbs.

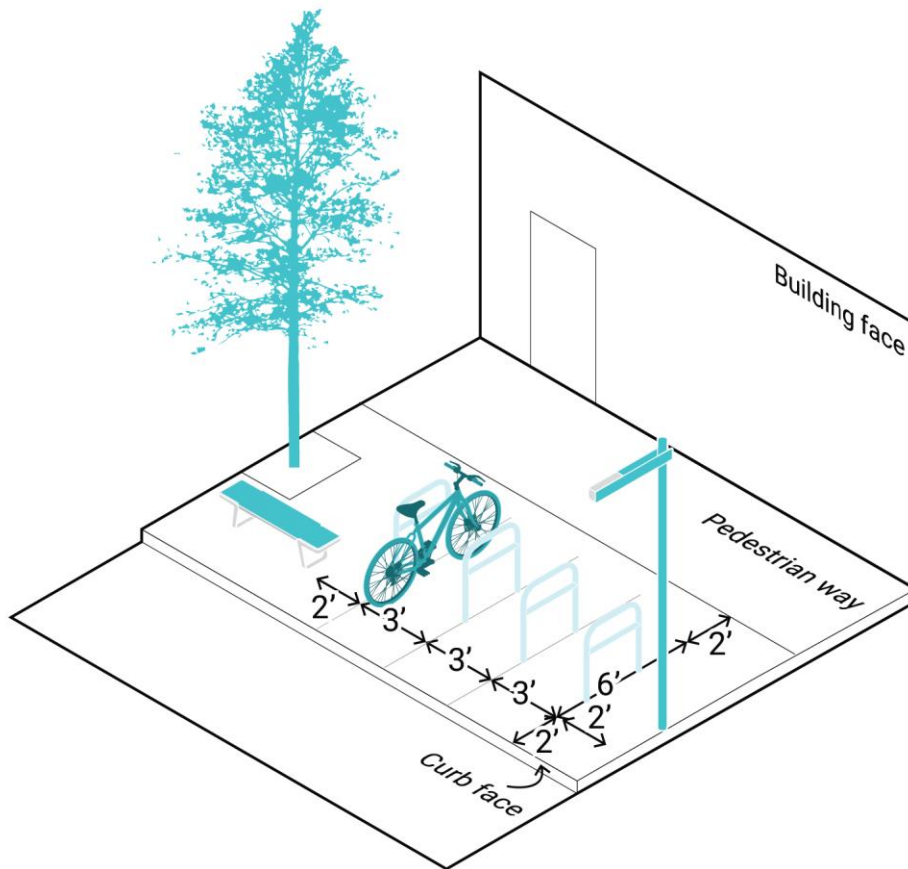


Figure 18.28.080(B): Short-term bicycle parking

5. Lighting. A minimum of one (1.0) foot-candle lighting level shall be provided in all short-term bicycle parking areas.

C. Long-Term Bicycle Parking. Long-term bicycle parking intended to serve employees, residents, visitors, and others who generally stay at a site for four (4) hours or longer shall be designed as specified below.

1. Location. Long-term bicycle parking shall be located on the same lot as the use it serves. In parking garages, long-term bicycle parking shall be located within one hundred (100) feet of an entrance to the facility.
2. Covered Spaces. Long-term bicycle parking shall be covered either inside a building, under roof overhangs or awnings, in bicycle lockers, or within or under other structures.
3. Security. Long-term bicycle parking shall be in one (1) of the following locations.

- a. A fully enclosed bicycle locker accessible only by the owner or operator of the bicycle.
 - b. A fenced, covered, and locked or guarded bicycle storage area.
 - c. A rack or stand inside a building that is within view of an attendant or security guard, visible from employee work areas, or within a secure/restricted bicycle storage room.
 - d. A unit with a foyer that accommodates a wall-mounted bike rack.
 - e. Other secure area approved by the decision maker.
4. Size. Each long-term bicycle parking space shall be a minimum of two (2) feet in width and six (6) feet in length and shall be accessible without moving another bicycle.
5. Clearance.
- a. Between Racks. Three (3) feet of clearance shall be provided between bicycle parking racks.
 - b. Between Other Elements. Two (2) feet of clearance shall be provided between long-term bicycle parking spaces and adjacent walls, poles, landscaping, street furniture, drive aisles, pedestrian ways, and curbs.
6. Accessibility. Long-term bicycle parking areas shall be accessible from the public right-of-way via at least one (1) main access path that meets the following criteria.
- a. The access path shall be clear at all times.
 - b. The access path shall be a minimum of four (4) feet wide.
 - c. Any doors the path goes through shall have a minimum width of three (3) feet.
 - d. The access path shall not exceed five percent (5%) slope.
 - e. The access path shall not require any lifting of a bicycle over steps.
 - f. Elevators, when used as part of the path, shall have minimum interior dimensions of eighty (80) inches by fifty-four (54) inches.
7. Lighting. A minimum of one (1.0) foot-candle lighting level shall be provided in all long-term bicycle parking areas.
8. No Lifting. A minimum of twenty percent (20%) of long-term bicycle parking spaces shall be designed so that the bicycle does not need to be lifted in order to be secure.

9. Electrical Service. A minimum of twenty percent (20%) of long-term bicycle parking spaces shall have access to an electrical outlet for charging.

10. Racks and Stands. Racks and stands, if used, shall be securely anchored to the ground or building and be designed to enable a bicycle frame and one (1) wheel (two (2) points of contact) to be secured with a high-security U-shaped shackle lock if both wheels are left on the bicycle.~~A.——Bicycle parking facilities shall consist of bicycle lockers, racks, a totally enclosed space within a building, or a City-approved enclosure that conforms to the following:~~

~~1.——Bicycle lockers shall be a fully enclosed space accessible only by the owner or operator of the bicycle. Bicycle lockers may be pre-manufactured or designed for individual sites and must be fitted with pre-installed locking mechanisms.~~

~~2.——Bicycle racks shall be designed to support a bicycle by its frame in two (2) places. Bicycle racks shall also be designed to enable bicyclists to lock a bicycle frame and one (1) or both wheels to the rack with a user-supplied lock. Bicycle racks mounted in a row shall be placed a minimum of thirty (30) inches from one another. The exterior surface of the rack shall be durable, rust-resistant, non-marring and shall not require regular maintenance. Bicycle racks shall be located in a weather-protected area whenever feasible.~~

~~B.——Bicycle parking facility design is subject to review and approval by the Economic and Community Development Director.~~

~~C.——Bicycle parking facilities shall be securely anchored to the ground or building.~~

~~D.——Bicycle parking facilities shall not impede pedestrian or vehicular circulation.~~

~~E.——Bicycle parking facilities shall be located in highly visible well-lit areas to deter theft and vandalism. Whenever possible, bicycle parking should be located in close proximity to a building's entrance. Where applicable, bicycle parking facilities and automobile parking shall be separated by a physical barrier or sufficient distance to protect bicycles from damage.~~

~~F.——Informational signage indicating the presence of bicycle parking shall be installed adjacent to any new bicycle parking facilities.~~

~~G.——When more than ten (10) bicycle parking facilities are required by this title, they shall be required to be weather-protected through the use of bicycle shelters or lockers or a combination of the two. Bicycle shelter shall be designed to be visually and aesthetically consistent with adjacent existing or proposed structures. Bicycle shelter design is subject to review and approval by the Economic and Community Development Director.~~

~~18.28.090 Design criteria for bicycle parking facilities located in multifamily residential zoning districts.~~

~~A. Bicycle parking facilities shall consist of bicycle lockers or racks and shall be in conformance with the criteria listed in Section 18.28.080 (A) through (D).~~

~~B. Bicycle parking facilities shall be located in a weather-protected, enclosed and secure area that is highly visible and well-lit to deter theft and vandalism. Where applicable, bicycle parking facilities and automobile parking shall be separated by a physical barrier or sufficient distance to protect bicycles from damage. The provision of bicycle lockers in lieu of racks will satisfy the requirement that the bicycle parking facilities be located in a weather-protected, enclosed and secure area.~~

~~C. Five percent (5%) of the bicycle parking demand required by this title shall be accessible to guests and does not need to be located in a weather-protected or enclosed area.~~

18.28.~~400~~090 Substitution of automobile parking with bicycle parking facilities.

Subject to approval by the decision maker, the required automobile parking demand for a particular use may be reduced by up to ten percent (10%) when additional bicycle parking facilities are provided beyond what is required by the applicable provisions listed in this title. The required automobile parking demand may be reduced at a rate of one (1) parking space for each six (6) additional bicycle parking facilities provided.

18.28.~~440~~100 Transportation demand management programs.

A. Subject to use permit approval, up to a twenty-five percent (25%) reduction in required parking demand may be granted by the decision-making body if transit demand management (TDM) measures are implemented that reduce a project's overall number of vehicle trips generated and related parking demand. TDM measures may include, but are not limited to, provision of shuttles to and from BART, implementation of public transit pass programs, installation of showers and lockers to encourage people to bike or walk to work, preferential parking for people who car pool, etc.

B. A TDM plan, prepared by a qualified professional, shall be submitted with the use permit application. At a minimum, the TDM plan shall include a description of proposed TDM measures, a quantitative analysis of how measures will reduce the project's vehicles trips generated and related parking demand, and a detailed implementation plan to ensure TDM management through the life of the use permit. A responsible party (i.e., project applicant, property owner, homeowner's association, etc.) shall be identified for the implementation and management of the plan. The proposed parking demand reduction will be based on the information contained in the TDM plan. The City shall hire a consultant, at the applicant's and/or property owner's expense, to conduct a third-party peer review of the TDM plan.

C. Yearly monitoring reports (measured from the date of use permit approval) shall be submitted by the responsible party listed in the TDM plan to the Economic and Community Development Department. Monitoring reports shall detail the TDM measures being implemented and the success of these measures including the number and percentages of people who are utilizing TDM programs and the amount of vehicle trips reduced. Monitoring reports shall be prepared by a qualified professional and may be subject to a third-party peer review paid for by the applicant and/or property owner. Failure to implement the programs and/or strategies listed in the TDM plan or failure to submit monitoring reports in a timely manner may result in revocation of the use permit subject to the provisions listed in Section 18.56.100.

D. This provision applies to the following types of uses:

1. Commercial;
2. Industrial;
3. Private institutional; and
4. Multifamily residential.

Chapter 18.32 RESIDENTIAL DISTRICTS

18.32.040 Walls, fences and hedges.

A. Walls, fences and hedges located in any residential district shall be subject to the following height, location and design restrictions.

1. In the required rear and interior side yards the maximum height shall be six (6) feet as measured above the surface of the ground, except that an additional one and one-half (1.5) foot of lattice may be added above a six (6) foot high fence.

2. Height Exception. Fences a maximum of eight (8) feet in height may be allowed in the required rear yard or interior side yards when the yard abuts a flood control channel, railroad, park, licensed residential care or health facility, school, child care center, commercial use, industrial use or major arterials, including Alvarado-Niles Road, Dyer Street, Decoto Road, Whipple Road, Union City Boulevard, Mission Boulevard, Alvarado Boulevard and Lowry Road. Soundwalls are exempted from height restrictions when they are part of a site development review approval of a subdivision. The owner of the lot on which an eight (8) foot fence is constructed in accordance with this subsection shall reduce the fence height to six (6) feet within thirty (30) calendar days of the removal, relocation, or the termination of operations of the adjacent facility or use. When an eight (8) foot fence adjoins a fence of a lower height at any point other than at the intersection of two (2) or more lot lines, the eight (8) foot fence shall be designed to step or slope down to the height of the adjoining fence.

3. When located in the front yard, the maximum height shall be three (3) feet above the surface of the ground.

4. On corner and reverse corner lots, the maximum height shall be three (3) feet in the exterior side yard, except that fences meeting the other requirements listed in Section 18.32.040(A) may be permitted when located ten (10) feet from the side street lot line and at least thirty-five (35) feet from the front lot line, but not closer to the front lot line than the front face of the structure.

5. On lots developed with multifamily residential uses, fences a maximum of eight (8) feet in height may be permitted to enclose interior private open space areas at the end units of building clusters. Interior private open space areas are those areas which are located between a building unit and a garage or other structure.

6. Fences shall be wood, masonry, or earth materials. Metal, plastic, or other similar materials shall not be used except as posts or other support elements.

~~all districts, the design of fences and walls, and materials used in construction, shall aesthetically complement the yard area, and be compatible with neighboring yards, fences and structures. Acceptable materials are deemed to be natural materials such as wood, masonry and earth materials, and do not include metal, plastic or other similar materials where such fences and structures are intended to exceed three (3) feet above the surface of the ground.~~

B. Retaining Walls. Retaining walls located in any residential district, except for those located in the hillside combining district, shall be subject to the following restrictions.

1. A retaining wall which is not part of a building shall not exceed three (3) feet in height.

2. Fencing on top of a retaining wall is permitted when the total height of both the wall and fence do not exceed the applicable maximum height requirement in Section 18.32.040(A).

3. The sides of exposed exterior retaining walls shall be architecturally treated.

4. Exceptions. Exceptions may be granted by the director where the director finds that no practical alternative exists, the purpose of the regulation will not be compromised, and no detrimental impact will result.

18.32.080 Lot coverage.

The maximum site area covered by all structures located on the site shall be as prescribed in the following table:

District	Coverage
RS 10000	50%
RS 8000	50%
RS 7000	50%
RS 6000	50%
RS 4500	50%
<u>RM 3500</u>	<u>70%</u>
RM 2500	40 70%
RM 1500	40 80%
<u>RM 3500</u>	<u>40%</u>

18.32.090 Front yard.

- A. In the RS districts the minimum front yard shall be twenty (20) feet.
1. Except that in the RS 10000 and RS 8000 districts the minimum front yard shall be twenty-five (25) feet.
- B. In the RM districts, the ~~required front yard may be reduced by five (5) feet when all required off-street parking spaces are located on the rear half of the site or are entered parallel to the front lot line of the site~~ minimum front yard shall be ten (10) feet.

18.32.100 Side yards.

- A. Residential Uses. The minimum side yard for ~~a permitted residential~~ uses shall be ten percent (10%) of the width of the site; provided, that a side yard of not more than ten (10) feet shall be required and a side yard of not less than five (5) feet shall be permitted subject to the following exceptions:
1. An interior side yard providing access to a dwelling or dwelling units shall not be less than twelve (12) feet wide, with the exception of access to accessory dwelling units in R and RS districts, where the minimum side yard standards are permitted. Where the side yard provides access to off-street automobile parking, it shall be not less than twelve (12) feet and shall be paved to a ten (10) foot width. A street side yard of a corner lot providing access to a dwelling or dwelling units shall be regulated by the street side yard setbacks for the district.
2. In RM districts, where a side lot line of a site adjoins an RS district and private rear yard spaces of individual units are proposed to be located along the side lot line, a side yard setback of not less than twenty (20) feet shall be required.
3. In the RS districts, with the exception of the RS 4500 district where ten (10) feet is permissible, on the street side of a corner lot, the side yard shall be fifteen (15) feet. In the RM districts, the street side shall be ten (10) feet.

4. In the RS 4500 district:

a. Side yards may be eliminated on one (1) side (zero side yard); provided, that the side wall contains no windows or other openings. An interior side yard must be maintained on at least one (1) side of dwellings on adjoining lots where side yards are aggregated on a single side. Where dwellings are placed on the zero lot line and where a one-story structure is adjacent to another one-story structure on an adjacent lot, the minimum separation between structures shall be ten (10) feet. In no case shall a dwelling be located closer than ten (10) feet to the nonzero lot line side lot line.

b. Where dwellings are placed on the zero lot line and where a one-story structure is adjacent to a two-story structure on an adjoining lot or when a two-story structure is adjacent to another two-story structure on an adjacent lot, the minimum separation between structures shall be fifteen (15) feet. Second-story additions to existing single-family dwellings placed on the zero lot line are exempt from the increased side yard building separation provision stated above, but a minimum side yard of ten (10) feet must be maintained on one (1) side.

B. Nonresidential Uses. The minimum side yard for a ~~conditional nonresidential~~ use and its accessory structures shall be ten percent (10%) of the width of the site; provided, that a side yard of not more than twenty (20) feet shall be required and a side yard of not less than ten (10) feet shall be permitted, subject to the following exceptions:

1. In the RS districts, on the street side of a corner lot, the side yard shall be not less than twenty (20) feet.

2. In the RM districts, on the street side of a corner lot, the side lot shall be not less than fifteen percent (15%) of the width of the site; provided, that a side yard of not more than twenty (20) feet shall be required and a side yard of not less than fifteen (15) feet shall be permitted.

3. One (1) foot shall be added at ground level to each interior side yard for each two (2) feet of height by which the structure exceeds twelve (12) feet.

~~4. Single-family residential uses within the H combining district are subject to the setbacks for permitted uses provided in subsection A above.~~

18.32.105 Rear yards.

A. In all RS ~~and RM~~ districts excepting the RS 4500 district, the minimum rear yard shall be twenty (20) feet; however, the minimum rear yard may be reduced to fifteen (15) feet if remaining rear or side yard area has a square footage area of twenty percent (20%) or more of the total lot area and a dimension of not less than fifteen (15) feet.

B. In the RS 4500 district, the minimum rear yard shall be fifteen (15) feet; however, the minimum rear yard may be reduced to ten (10) feet if remaining rear or side yard area has a square footage area of fifteen percent (15%) or more of the total lot area and a dimension of not less than ten (10) feet.

C. In the RM districts, the minimum rear yard shall be fifteen (15) feet.

CD. In the RM districts where multiple units are proposed on a site, the rear yard shall be deemed to be the yard area at the opposite end of the site from the frontage.

DE. For through lots, the minimum rear yard shall be twenty (20) feet in RS districts and fifteen (15) feet in RM districts.

18.32.115 Open space and ~~IL~~landscaped areas.

A. In all districts, the required front yard shall be landscaped and permanently maintained not including approved driveways and pedestrian pathways. Not less than five (5) feet of the required side yard on the street side of a corner lot, and not less than ten (10) feet of the required rear yard adjoining the rear property line of a double frontage lot shall be landscaped and permanently maintained. Non-living landscaping shall not exceed twenty-five percent (25%) of any required landscaped area unless approval from the City Arborist or City Landscape Architect is obtained.

~~B. In RM districts, for each dwelling unit on the site, not less than three hundred (300) square feet of usable open space conforming to the following standards shall be required:~~

~~1. The usable open space may be common space accessible to more than one (1) dwelling unit or may be private space for the exclusive use of individual units.~~

~~2. At least one-half (0.5) of the required space shall be provided at ground level exclusive of front yard setback areas, and not more than one-half (0.5) of the requirement may be satisfied by balconies or roof decks.~~

~~3. Each square foot of private open space shall be considered equivalent to two (2) square feet of common space, and may be so substituted, except in the RM 3500 district where one (1) foot shall be considered equivalent to one and one-half (1.5) square feet of common space.~~

~~4. Common usable open space shall have a minimum area of three hundred (300) square feet, and shall have no dimension less than fifteen (15) feet.~~

~~5. Private usable open space at ground level shall have a minimum area of one hundred fifty (150) square feet, and shall have no dimension less than ten (10) feet.~~

~~6. Open space located in parking area, driveway or service area shall not be counted, nor shall open space with a slope greater than ten percent (10%).~~

~~C. Projects located in the RM 2500 and RM 3500 districts, that include development of a vacant site or substantial modification of a developed site, shall provide landscaped areas that measure a minimum of forty percent (40%) of the project site area. Pools, tennis courts, and other recreational facilities, as well as street furniture, kiosks, plazas and gathering areas can be included in the landscape calculation. This area can also be utilized to satisfy the common, usable open space requirements listed in subsection B.~~

~~Projects that cannot provide the minimum amount of required landscaping shall pay a landscape in-lieu fee in the amount set forth in the City's Master Fee Schedule.~~

~~D. Projects located in the RM 1500 district, which include development of a vacant site or substantial modification of a developed site, shall provide landscaped areas that measure a minimum of twenty-five percent (25%) of the project site area. Pools, tennis courts, and other recreational facilities, as well as street furniture, kiosks, plazas and gathering areas can be included in the landscape calculation. This area can also be utilized to satisfy the common usable open space requirements listed in subsection B. Projects that cannot provide the minimum amount of required landscaping shall pay a landscape in-lieu fee in the amount set forth in the City's Master Fee Schedule.~~

E. New landscaping and modifications to existing landscaping shall comply with the provisions listed in Chapter 18.112, Water Efficient Landscape, and the Landscape Standards Policy Statement.

F. Replacement of dead, dying or deficient landscaping shall be required for establishment of new non-residential uses or modification of existing uses.

18.32.120 Height of structures.

In the RS, ~~RM 2500 and RM 3500~~ districts, no principal structure shall exceed thirty (30) feet in height. Spires, cupolas, chimneys, elevator penthouses, flagpoles and necessary mechanical appurtenances may be allowed to a maximum height limit of forty (40) feet. Amateur radio antennas and antenna structures may be allowed to exceed the basic height limitation, subject to required approvals, in accordance with Section 18.32.190.

In the RM 2500 and RM 3500 districts, no structure shall exceed forty (45) feet in height.

In the RM 1500 district, no structure shall exceed seventy-five (75) feet in height.

18.32.125 Design criteria.

The following design criteria shall be used to evaluate new construction and additions or modifications to existing structures within residential districts:

A. Single-family manufactured homes placed as a sole principal residence on a single-family lot and constructed after June 15, 1976, are subject to the following design criteria:

1. The manufactured home width shall not be less than twenty (20) feet and may be a double-wide, multi-sectional unit.
2. The exterior siding material shall extend to the ground, except that when a solid concrete or masonry perimeter foundation is to be used, the exterior covering material need not extend below the top of the foundation.

3. The roof of the manufactured home shall have a pitch of not less than two and one-half (2.5) inches of vertical rise for each twelve (12) inches of horizontal run.

4. The roof shall have eave and gable overhangs of not less than twelve (12) inches measured from the vertical side of the manufactured home, or what is customarily found on existing residential structures in the vicinity. The overhang shall have the same slope and be covered with the same roofing material as the roof itself.

5. The exterior siding material and roof of the enclosed garage shall be the same as that of the manufactured home.

6. The finished floor of the manufactured home shall not exceed thirty (30) inches above the exterior finish grade of the lot.

7. The façade of the manufactured home shall be designed with sufficient detail to make it visually compatible with the existing residential structures in the vicinity. Such detail shall include door and window trim, window type and any special architectural features uniformly present on surrounding residences.

B. Single-family dwellings, including site-built, modular homes, and additions and modifications to existing structures, shall be compatible with the scale, bulk, style, and character of dwellings in the vicinity, and shall incorporate the following design criteria:

1. The Director or appropriate decision-body may grant exceptions to the following design standards to accommodate a complete architectural design, to ensure neighborhood compatibility, or where they find that adequate design features have been incorporated to create visual variety and avoid a bulky or monolithic appearance.

2. Building Façades and Materials:

a. No façade facing a public right-of-way shall run in a continuous plane of more than ten (10) feet and no façade facing an interior lot line shall run in a continuous plane of more than fifteen (15) feet without incorporating one (1) or more of the following:

i. A vertical wall shift at least one (1) foot in depth;

ii. A change in material type;

iii. Windows or building entrances;

iv. A projection such as a stoop, bay window, or overhang.

b. A minimum of three (3) exterior colors or a combination of materials and colors shall be used on the building façade.

i. Stucco must be used in combination with a secondary material.

c. Transitions for both materials and colors shall be located at internal corners.

- i. Wainscoting shall wrap onto the side elevations and shall continue until the fence line or till no longer visible from the right-of-way. This distance shall not be less than five (5) feet.

- d. Second-story façades shall incorporate the following:

- i. A minimum of a six (6) foot inset from the front wall plane.

- ii. A minimum of an eighteen (18) inch inset from the side and rear wall plane.

- e. Where chimney extensions are involved, the extension shall conform in design and materials with the existing chimney.

3. Windows and Glazing.

- a. All windows shall incorporate the following:

- i. Trim at least three (3) inches in width must be provided around all windows, or

- ii. Windows must be recessed at least two (2) inches from the plane of the surrounding exterior wall.

- b. Upper story windows located less than ten (10) feet from and facing rear or side yard of an adjacent property shall be located to maximize privacy for adjacent properties by using at least one (1) of the following techniques:

- i. The sill height located a minimum of sixty (60) inches above the finished floor.

- ii. The location of the window is such that the centerline of the glazing is offset greater than fifteen (15) lateral feet from the centerline of any glazing on an existing adjacent primary structure.

- iii. Any window located partially or entirely below sixty (60) inches from the finished floor consists of frosted or obscured glazing.

- iv. As used in this section, frosted or obscure glass is glass which is patterned or textured such that objects, shapes, and patterns beyond the glass are not easily distinguishable.

4. Roof Form and Detailing.

- a. New structures shall provide a roof pitch no less than two and one-half (2.5) inches of vertical rise for each twelve (12) inches of horizontal run.

- i. Mansard roofs shall be prohibited.

- b. Alterations or additions to an existing structure shall provide the same roof form, material and color as the existing structure.

- c. Roof material and color shall be the same throughout the entirety of the roof.
 - d. Overhanging eaves shall extend a minimum of twelve (12) inches beyond the supporting wall.
5. Principal Entrance.
- a. The principal entrance shall face the street frontage.
 - b. The principal entrance shall be emphasized by utilizing at least one (1) of the following methods:
 - i. A projection (e.g., overhang) with a minimum depth of three (3) feet and a minimum horizontal area of thirty (30) square feet.
 - ii. A recess with a minimum depth of three (3) feet and a minimum horizontal area of thirty (30) square feet.
 - iii. A landing, deck, porch, or stoop with a minimum six (6) foot by six (6) foot area.
 - c. The principal entrance shall be clearly identifiable and connected to the public street by a pedestrian path with a minimum width of three (3) feet.
- C. Relocated single-family dwellings and their accessory structures shall meet the above-noted design criteria and be subject to the requirements set forth in the ordinance pertaining to house moving permits.

D. Semidetached Single-Family Dwellings and Multifamily Dwellings. ~~All semidetached single-family dwellings and multifamily dwelling development shall comply with 18.24.050.1. Common interior walls between dwellings where applicable shall be constructed as party walls and shall comply with the provisions of the Uniform Building Code as adopted by the City.~~

~~2. Exterior colors and textures shall not be changed from the original or its equivalent as provided with the original development. In the event of destruction of all or part of the housing unit by fire, earthquake or other cause, it shall be rebuilt in accordance with the approved conditional use permit with the same or equivalent colors and textures. Site development review or administrative site development review approval shall be required for any exterior additions, changes or reductions in yard space from that provided with the original development. No garages shall be converted to living space. There shall be no reduction in livable space or storage space.~~

~~E. Additions to semidetached single-family dwellings shall be compatible with the existing and adjacent residences in terms of materials and design. The addition shall be located and designed so as to not disrupt the privacy of, or create noise impacts on, adjacent residents and yards. Required setbacks and open space for developments located in other than RS-4500 zoning districts shall be established through the use permit process.~~

~~F. All residential development, including new construction and additions, shall be articulated on all elevations. A higher degree of articulation shall be provided on the front elevation defined as the elevation that faces the front lot line and includes the main entry point to the residence.~~

G. Accessory structures over one hundred twenty (120) square feet in area shall have an exterior appearance and character that reflects the existing primary residence in terms of materials and design. The color scheme shall match or be complementary to the existing residence. The structure shall be located and designed so as to not disrupt the privacy of, or create noise impacts on adjacent residents and yards.

H. All wood burning appliances installed in new residential units or wood burning appliances being added to or replacing wood burning appliances in existing residential units shall comply with the following regulations. Gas fireplaces shall be exempt from these regulations; however, the conversion of a gas fireplace to burn wood shall constitute the installation of a wood burning appliance and shall be subject to the following regulations. A wood burning appliance shall comply with these regulations if: (1) it is reconstructed; (2) additions, alterations or repairs are made to the appliance that requires opening up immediately adjacent walls; or (3) the residential units in which the appliance is located are renovated, and the renovation includes opening up walls immediately adjacent to the appliance. It shall be unlawful to:

1. Use any wood burning appliance when the Bay Area Air Quality Management District issues a "Spare the Air Tonight" warning and when an alternate approved heat source is available;
2. Install a wood burning appliance that is not one (1) of the following: (a) a pellet-fueled wood heater; (b) an EPA certified wood heater; or (c) a fireplace certified by EPA should EPA develop a fireplace certification program;
3. Use any of the following prohibited fuels in a wood burning appliance: (a) garbage; (b) treated wood; (c) plastic products; (d) rubber products; (e) waste petroleum products; (f) paints; (g) paint solvents; (h) coal; (i) glossy or colored papers; (j) particle board; (k) saltwater driftwood.

Any person who plans to install a wood burning appliance must submit documentation to the Building Division of the City demonstrating that the appliance is in compliance with subsection (H)(2) of this section. Any person violating any of the provisions of this section shall be deemed guilty of a misdemeanor and upon conviction shall be punishable as provided by law

I. All multifamily developments shall comply with the provisions listed in Chapter 7.04 regarding management of waste and recyclable materials.

18.32.150 Off-street loading.

Loading berths shall be provided and designed in compliance with the requirements of Section 18.36.140. ~~Off-street loading berths accessory to uses allowed in residential districts shall be provided in accordance with the regulations set forth hereinafter as well as in general provisions of Chapter 18.04.~~

~~Such uses as require off-street loading facilities shall provide one (1) off-street loading berth for a gross floor area up to five thousand (5,000) square feet and for each additional ten thousand (10,000) square feet of gross floor area one (1) additional loading berth.~~

~~A.—— Location. All required loading berths shall be located on the same zoning lot as the use served. No loading berth for vehicles over two (2) ton capacity shall be closer than fifty (50) feet to any other property in residential districts unless completely enclosed by walls, or a uniformly solid fence or wall or any combination thereof, not less than six (6) feet in height.~~

~~No permitted or required loading berth shall be located within twenty-five (25) feet of the nearest point of intersection of any two (2) streets. No loading berth shall be located in a required front or side yard, and any loading berth located in a required rear yard shall be open to the sky.~~

~~B.—— Size. Unless otherwise specified, a required off-street loading berth shall be at least ten (10) feet in width by at least twenty-five (25) feet in length, exclusive of aisle and maneuvering space, and shall have a vertical clearance of at least fourteen (14) feet.~~

~~C.—— Access. Each required off-street loading berth shall be designed with appropriate means of vehicular access to a street or alley in a manner which will least interfere with traffic movements and subject to approval by the City Engineer.~~

~~D.—— Surfacing. All open off-street loading berths shall be improved with a compacted rock base, not less than five (5) inches thick surfaced with not less than two (2) inches of asphaltic concrete or some comparable all weather dustless material.~~

~~E.—— Repair and Service. No motor vehicle repair work or service of any kind shall be permitted in conjunction with loading facilities provided in any residence districts.~~

~~F.—— Space allocated to any off-street loading shall not be counted as satisfying off-street parking requirements.~~

~~G.—— Uses for which off-street loading facilities are required herein but which are located in buildings of less floor area than the minimum prescribed for such required facilities shall be provided with adequate receiving facilities off any adjacent alley, service drive or open space on the same zoning lot which is accessible by motor vehicles.~~

18.32.160 Off-street parking.

Off-street parking spaces and bicycle parking facilities that are accessory to uses allowed in residential districts shall be provided in accordance with the regulations set forth hereinafter as well as those in general provisions in Chapter 18.04.

A. Required accessory off-street parking facilities provided for uses listed herein shall be solely for the parking of passenger automobiles of patrons, occupants or employees of such uses, provided that in the RM districts, not more than twenty-five percent (25%) of the accessory parking spaces required for a dwelling, lodging, house, motel or hotel may be rented out on a monthly basis to occupants of other dwellings, lodging rooming houses, motel or hotels.

B. Off-street parking facilities are to be provided in the following ratio:

1. In the RS district, a minimum of two (2) covered and enclosed parking spaces per unit.

a. A third covered and enclosed parking space shall be provided either when the habitable areas of the primary residence (excluding accessory dwelling units) exceeds three thousand (3,000) square feet, or when there are five (5) or more rooms that can be used for sleeping purposes. In neighborhoods where two (2) car garages are predominant, the additional parking space shall be provided as a tandem space to ensure neighborhood consistency.

2. In the RM district, parking shall be provided as follows:

a. One ~~(1) and one-half (1.5)~~ spaces per one (1) bedroom or studio unit, ~~one (1) of~~ which must be covered, plus one-quarter (0.25) space per unit for guest parking;

b. Two (2) spaces per unit with two (2) or more bedrooms, one (1) of which must be covered, plus one-quarter (0.25) space per unit for guest parking.

3. Senior Housing. One-half (0.5) of a covered parking space shall be provided for each bedroom, and one-quarter (0.25) of a parking space shall be provided for each unit for guest parking. The number of parking spaces required for senior housing may be decreased by the Planning Commission decision maker if it is found that a specific use will not create as great a need for off-street parking.

4. Affordable Housing. For housing developments with one hundred percent (100%) of the units affordable to lower-income households (except for one (1) manager's unit), parking shall be provided at a ratio of one (1) parking space per studio or one (1) bedroom unit, one and one-half (1.5) parking spaces per two (2) bedroom unit, and two (2) parking spaces per three (3) or four (4) bedroom unit.

C. Size.

1. Uncovered off-street parking spaces shall be at least nine (9) feet in width by eighteen (18) feet in length, exclusive of access drives, aisles, ramps, or columns. Such space shall have a vertical clearance of at least seven (7) feet.
2. Enclosed two-car garages shall have a minimum unobstructed interior dimension of twenty (20) feet in width by twenty (20) feet in length.
3. When permitted enclosed tandem garages shall have a minimum unobstructed interior dimension of ten (10) feet in width by forty (40) feet in length.
4. Enclosed one-car garages shall have a minimum unobstructed interior dimension of ten (10) feet in width by twenty (20) feet in length.
5. Covered off-street parking spaces shall be at least ten (10) feet in width by twenty (20) feet in length.

D. Access. Each required off-street parking space shall open directly upon an aisle or driveway of such width and design as to provide safe and sufficient means of vehicular access to such parking space. All off-street parking facilities shall be designed with appropriate means of vehicular access to the street or alley in a manner which will least interfere with traffic movements. Driveways across public property shall be approved by the Director of Public Works.

E. Screening and Landscaping. All open automobile parking areas shall be effectively screened on each side adjoining or fronting on any premises by a wall, fence or densely planted compact hedge not less than five (5) feet nor more than six (6) feet in height. Such required screening shall conform to the front and side yard setback requirements of the district in which the parking is located.

F. All parking spaces required for dwelling units shall be located on the same zoning lot as the dwelling served. Parking spaces for all other uses shall be located on the same zoning lot as the use served except as otherwise provided in Chapter 18.04. Off-street parking shall be provided according to the following ratios:

1. Church, School, College, and Other Institutional Auditoriums. One (1) parking space shall be provided for each five (5) seats based upon maximum seating capacity.
2. Hospitals. One (1) parking space shall be provided for each three (3) hospital beds, plus one (1) parking space for each two (2) employees, plus one (1) parking space for each doctor assigned to the staff.
3. Libraries, Art Galleries and Museums—Public. One (1) parking space shall be provided for each one thousand (1,000) square feet of gross floor area.
4. Recreation Buildings or Community Centers. One (1) parking space shall be provided for each two (2) employees, plus spaces adequate in number to serve the visiting public and as determined by the City Planning Commission.

5. Public Utility and Public Service Uses. One (1) parking space shall be provided for each two (2) employees on maximum shift, plus spaces adequate in number to serve the public as determined by the City Planning Commission. Where such uses are unmanned, no spaces need be provided.

6. Sanitariums, Convalescent Homes and Nursing Homes. One (1) parking space for each six (6) beds, plus one (1) parking space for each two (2) employees, plus one (1) parking space for each doctor assigned to the staff.

7. Schools—Nursery, Elementary, Junior and Senior High. One (1) parking space for each two (2) employees, plus one (1) parking space for each ten (10) students in the senior high school.

G. No commercial vehicle in excess of three (3) tons gross unladen vehicle weight (except pickup trucks) shall be parked or stored on any lot in a residential district where in residential use; provided, however, that this section shall not prohibit temporary parking of any such vehicle while making pickups, deliveries or providing services for the residents on the lot on which the vehicle is parked.

H. Mobilehome/Recreational Vehicle Parking. Mobilehomes, recreational vehicles, trailers or boats which are on trailers may be parked in rear yards, or within driveways, on concrete aprons adjacent to driveways, or on other compact material for vehicle parking adjacent to driveways constructed pursuant to approval by the Economic and Community Development Department. Parking aprons shall comply with subsection I of this section. All such vehicles must be fully contained on private property, and shall not overhang into any portion of the public right-of-way, including the sidewalk. In addition, such vehicles may be parked within side yards which provide access to off-street parking, and are a minimum of twelve (12) feet wide with at least ten (10) feet of paved width. A minimum three (3) foot setback shall be retained along the interior side yard lot line from all vehicles.

I. In compliance with Chapter 10.36, Stopping, Standing and Parking, it is unlawful for any person, firm or group to park any vehicle, trailer, boat trailer or boat, or parts thereof within the side yard, front yard or corner vision triangle, as established by this title. This section does not apply to driveways or concrete parking aprons constructed pursuant to approval by the Economic and Community Development Department, or to driveways or concrete (or other appropriate material) parking aprons constructed prior to the adoption of the ordinance codified herein; provided, however, that such parking shall be limited to currently registered operable vehicles and shall be located on a stabilized permanent surface installed in accordance with this section.

Except for cul-de-sac or fan-shaped lots with reduced front yards, such vehicle parking areas shall not cover more than sixty percent (60%) of any required front yard or an area greater than six hundred (600) square feet, whichever is less. Parking on permeable surfaces in any instance shall not be allowed. Parking pads independent of the driveway or driveway apron shall not be allowed in the front or street side yards.

J. In the RM 1500 and RM 2500 zoning districts, a minimum of one (1) bicycle parking facility shall be provided for every three (3) units. Bicycle parking facilities shall be designed and installed in conformance with the criteria outlined in Section 18.28.090080. Bicycle parking may be substituted for automobile parking subject to the provisions outlined in Section 18.28.100-090 and approval by the decision maker.

Chapter 18.35 CORRIDOR MIXED USE COMMERCIAL (CMU) DISTRICT

18.35.110 Front yard.

~~For lots with frontage on Mission Boulevard, Mission Boulevard shall be considered the front yard. Front yard setbacks shall be fifteen (15) feet from the face of the parking curb and five (5) feet from the property line to ensure a comfortable pedestrian environment. On Mission Boulevard, the front yard setback shall be five (5) feet from the property line and a minimum of fifteen (15) feet from the face of curb to ensure a comfortable pedestrian environment.~~

18.35.150 Design criteria.

A. All development shall comply with Section 18.24.050.

~~The design of new buildings and the rehabilitation of existing or relocated buildings shall be guided by the following design and siting criteria:~~

~~A. All new development and all rehabilitation or remodeling of buildings should stress the California Mission style architecture and should provide landscaping to minimize the impression that this roadway is a dividing line in the City.~~

~~B. Private improvements should complement and exploit the public investment in area improvements to the fullest extent such as, but not limited to, sidewalk improvements, the undergrounding of overhead utilities, and improved street lighting.~~

~~C. Weather protection in the form of shade trees, awnings and overhangs should be provided to extent feasible. Long distances with no weather protection should be avoided.~~

~~D. Development designs should feature building frontages unbroken by wide openings created by parking areas, and emphasis should be given to building and sidewalk amenities that will attract foot traffic.~~

~~E. Scale should be maintained in parking lots. Wherever feasible these should be located to the rear of buildings, and should be broken up by planted areas and shade trees to give a sense of human scale and provide amenities.~~

~~F. — Where parking lots are located to the rear of buildings, attractive rear entrances should be provided.~~

~~G. — Extensive landscaping should be provided along the street frontage.~~

~~H. — Development design may feature varied setbacks to accommodate small garden courts and landscaped areas along the street frontage as a means of enhancing the street scene and encouraging foot traffic.~~

~~I. — Exterior treatments of new and remodeled buildings should favor natural materials and earth tone colors to match the California Mission style architecture.~~

~~J. — For mixed use and stand-alone residential developments, development design should offer commercial/retail uses and/or amenity spaces on the first floor with residential units only to be located above the first floor when directly adjacent to Mission Boulevard.~~

~~K. — The streetscape along Mission Boulevard should be enhanced by public art and landscape improvements that enhance the areas visual appeal and establish Mission Boulevard as a gateway to the City.~~

~~18.35.170 Residential open space.~~

~~All residential development shall provide residential open space features, such as courtyards, pool and spa areas, recreation facilities, and play areas for use by the tenants/owners.~~

18.35.200 Off-street loading.

~~Loading berths shall be provided and designed in compliance For commercial uses, loading berth requirements shall be evaluated on a project by project basis. Any required loading berths shall comply with the requirements of Section 18.36.140.~~

~~18.35.210 Laundry facilities.~~

~~Laundry facilities shall be provided to serve all residential dwelling units. Such facilities shall include washer and dryer appliances connected to utilities. In developments with common laundry facilities, the facilities must be in easily accessible locations and provide an adequate number of washers and dryers to serve the total number of units.~~

Chapter 18.36 COMMERCIAL DISTRICTS

18.36.050 Required conditions.

In commercial districts, including the CUL and CMU districts, the following conditions shall be required:

- A. Where a site adjoins an A, OS or R district, a solid masonry wall six (6) feet in height shall be located on the property line, except that walls located in the street side yard setback shall not exceed three (3) feet in height.
- B. No wall, fence, or hedge shall exceed six (6) feet in height if located in a required side yard or rear yard, unless a greater height is approved through the site development review or use permit process. A wall, fence, or hedge located in a required front yard or street side yard setback shall not exceed three (3) feet in height.
- C. Outdoor storage of materials and equipment permitted through the issuance of a use permit shall occur only within an area which is screened from view from public rights-of-way by a solid wall or fence with solid gates where necessary, or compact evergreen hedge not less than six (6) feet in height; provided, that no materials or equipment shall be stored to a height greater than that of the wall, fence or hedge with the exception of live plant material.
- D. A use not conducted entirely within a completely enclosed structure shall be screened by a solid wall or fence, or compact evergreen hedge not less than six (6) feet in height, if such use without such screening is found by the Planning Commission decision maker to have a substantial and detrimental effect on property values in the area.
- E. All business, services, and processes shall be conducted entirely within a completely enclosed structure except for off-street parking and loading areas, and where permitted by a use permit, gasoline service stations, outdoor dining areas, nurseries, garden shops, lumber and other building materials stores. Temporary outdoor commercial events are permitted as provided by Chapter 18.54.
- F. Products which are produced and sold on-site shall be sold at retail, and not wholesale.
- G. Permitted and conditional uses in the Union Landing Commercial district shall be subject to the special design and siting criteria contained in Chapter 18.39.
- H. Other provisions of this chapter notwithstanding, all storage, handling or other use of hazardous materials shall be subject to the provisions of Chapter 18.43 of this title.
- I. All commercial development, including both new construction and additions, shall be articulated on all elevations.

J. Additions and modifications to commercial projects which are subject to the provisions of Chapter 18.76, Administrative Site Development Review, shall be designed to integrate with the existing project in terms of siting and architectural design. Above-ground utility installations, when permitted, shall be screened from public view. Roof equipment shall be screened by architecturally designed panels which are in proportion and scale with the roof line of the existing building.

K. All wood burning appliances installed in new commercial buildings or wood burning appliances being added to or replacing wood burning appliances in existing commercial buildings shall comply with the following regulations. Commercial buildings shall include, but not be limited to, hotels and restaurants. Gas fireplaces shall be exempt from these regulations; however, the conversion of a gas fireplace to burn wood shall constitute the installation of a wood burning appliance and shall be subject to the following regulations.

1. A wood burning appliance shall comply with these regulations if:
 - a. It is reconstructed;
 - b. Additions, alterations or repairs are made to the appliance that require opening up immediately-adjacent walls; or
 - c. The residential units in which the appliance is located is renovated, and the renovation includes opening up walls immediately adjacent to the appliance.
2. It is unlawful to:
 - a. Use any wood burning appliance when the Bay Area Air Quality Management District issues a "Spare the Air Tonight" warning and when an alternate approved heat source is available;
 - b. Install a wood burning appliance that is not one of the following:
 - i. A pellet-fueled wood heater,
 - ii. An EPA certified wood heater, or
 - iii. A fireplace certified by EPA should EPA develop a fireplace certification program;
 - c. Use any of the following prohibited fuels in a wood burning appliance:
 - i. Garbage,
 - ii. Treated wood,
 - iii. Plastic products,
 - iv. Rubber products,

- v. Waste petroleum products,
- vi. Paints,
- vii. Paint solvents,
- viii. Coal,
- ix. Glossy or colored papers,
- x. Particle board,
- xi. Saltwater driftwood.

Any person who plans to install a wood burning appliance must submit documentation to the Building Division of the City demonstrating that the appliance is in compliance with subsection (K)(2)(b) of this section. Any person violating any of the provisions of this section shall be deemed guilty of a misdemeanor and upon conviction shall be punishable as provided by law.

~~L. Permitted and conditional uses in the CC district located on Mission Boulevard shall be subject to the special design and siting criteria contained in Section 18.36.200 of this chapter.~~

ML. Accessory structures must conform to the following standards:

1. No accessory building or structure shall be constructed on any lot prior to the time of construction of the principal building to which it is accessory.
2. No detached accessory building or buildings shall occupy more than thirty percent (30%) of the area of a required rear yard.
3. No detached accessory building located in a required rear yard shall exceed twelve (12) feet in height.

NM. All development shall comply with the provisions listed in Chapter 7.04 regarding management of waste and recyclable materials.

18.36.090 Front yard.

A minimum front yard of twenty (20) feet shall be required, except as provided below.

A. For structures which exceed twenty (20) feet in height, the required setbacks shall be a minimum of twenty-five (25) feet.

B. On Mission Boulevard, the front yard setback shall be five (5) feet from the property line and a minimum of fifteen (15) feet from the face of curb to ensure a comfortable pedestrian environment.

18.36.140 Off-street loading.

A. Required Loading Berths. Where appropriate, the Planning Commission decision maker may require loading berths for each of the commercial districts that shall not be less than ten (10) feet by twenty-five (25) feet and shall be provided in accordance with the following schedule:

	Required Number
Gross <u>Nonresidential</u> Floor Area	
1 to 10,000 sq. ft.	1
10,001 to 25,000 sq. ft.	2
25,001 to 40,000 sq. ft.	3
40,001 to 100,000 sq. ft.	4

For each additional two hundred thousand (200,000) square feet of nonresidential floor area or fraction thereof over one hundred thousand (100,000) square feet of floor area one (1) additional loading berth shall be provided.

B. Design. All loading docks shall be designed according to the following standard unless an alternative design is approved through the site development review or administrative site development review process.

1. Loading dock entrances shall not exceed 20 feet in width.

21. Loading docks shall be located inside a building and equipped with closable doors.

18.36.150 Off-street parking.

Public automobile and bicycle parking facilities shall be provided as follows:

A. Places of Assembly.

1. Churches: one (1) space for each five (5) seats in main assembly room or one (1) space for each fifty (50) square feet of floor area, whichever requirement is greater;

2. Funeral homes, mortuaries: one (1) space for each fifty (50) square feet of chapel area or one (1) space for each five (5) seats in the same, whichever requirement is greater;
3. Places of public assembly having fixed seating, such as auditoriums, theaters, assembly halls, sports arenas, stadiums: one (1) space for each four (4) seats;
4. Places of public assembly having no fixed seats, such as dance halls, exhibition halls, gymnasiums, skating rinks, lodges: one (1) space for each one hundred (100) square feet of floor area used for public assembly;
5. Schools.
 - a. Business, professional, trade, art, craft, music and dancing schools and colleges: one (1) space for each employee plus one (1) for each four (4) students,
 - b. Nursery and day care centers: one (1) space for every ten (10) children, plus one (1) space for every two (2) employees.
- B. Office, Business, Commercial and Service Uses.
 1. Bowling alleys: six (6) spaces for each lane;
 2. Hotels and motels: one (1) space for every room plus one (1) space for every two (2) employees on maximum shift;
 3. Medical and dental clinic and offices: one (1) space for every two hundred (200) square feet of gross floor area;
 4. Offices, banks and professional offices: one (1) space for every two hundred (200) square feet of gross ground floor area and one (1) space for every three hundred (300) square feet of gross floor area above or below the ground floor;
 5. Restaurants, bars, nightclubs and lounges: one (1) space for every three (3) seats or one (1) space for every one hundred (100) square feet of gross floor area, whichever requirement is greater;
 6. Rest homes, convalescent hospitals, sanitariums: one (1) space for every four (4) beds plus one (1) space for every two (2) employees;
 7. Retail sales of automobiles, automobile parts, appliances, furniture, machinery, equipment rental, building materials, nurseries, and other similar retail uses involving primarily bulk merchandise: one (1) space for each four hundred (400) square feet of gross floor area plus one (1) space for each two thousand (2,000) square feet of lot area occupied by such area;

8. Service and repair uses such as printing, upholstering, appliance repair, sheet metal working, wood working or roofing: one (1) space for every five hundred (500) square feet of gross floor area;

9. Service stations: three (3) spaces for each hoist, rack or other area designed for servicing or minor repairs plus one (1) space for every two (2) employees on maximum shift.

C. Light retail sales, business and commercial establishments: one (1) space for every one hundred seventy-five (175) square feet where gross floor area is less than ten thousand (10,000) square feet; one (1) space for every two hundred (200) square feet where gross floor area is ten thousand (10,000) square feet or greater.

D. Other uses shall be provided on the same basis as required for the most similar use or as determined by the City Planning Commission.

E. Bicycle parking facilities shall be provided, at a minimum, in an amount equal to ten percent (10%) of the required automobile parking demand as determined by this chapter except for areas within one-half (1/2) mile of the Intermodal Station. For bicycle parking demand ratios in these areas, see subsection F of this section. Required facilities shall be designed and installed in conformance with the design criteria outlined in Section 18.28.080. The number of required bicycle parking facilities may be increased by the decision maker for a specific use if it is found that such use shall create a greater demand for these facilities. Bicycle parking may be substituted for automobile parking subject to the provisions outlined in Section 18.28.400-090 and approval by the decision maker.

F. For areas within one-half (1/2) mile of the Intermodal Station, bicycle parking facilities shall be provided, at a minimum, in an amount equal to twenty percent of the required automobile parking demand as determined by this chapter. A minimum of twenty percent (20%) of the required bicycle parking demand shall be enclosed and secure to accommodate long-term users. Required facilities shall be designed and installed in conformance with the design criteria outlined in Section 18.28.080. The number of required bicycle parking facilities may be increased by the decision maker for a specific use if it is found that such use shall create a greater demand for these facilities. Bicycle parking may be substituted for automobile parking subject to the provisions outlined in Section 18.28.400-090 and approval by the decision maker.

18.36.200 Design Criteria~~Special design and siting criteria for uses on Mission Boulevard~~

A. All development shall comply with Section 18.24.050.

B. Mixed Use Development along Mission Boulevard, CC District.

1. Mixed-use developments shall be regulated by the standard lot size, setback, maximum height, off-street parking requirements, and maximum lot coverage requirements of the CC, Community Commercial district.

2. For residential uses located above ground floor commercial uses, the density limitations, off-street parking and bicycle parking requirements shall be based on the regulations for the RM 1500 district.

~~Special design and siting criteria for uses on Mission Boulevard.~~

~~To enhance the image and establish the area along Mission Boulevard, between Decoto Road and the Hayward city limits, as a gateway to Union City by intensifying the land use and providing opportunities for new mixed-use (commercial and residential) developments. The design of new buildings and the rehabilitation of existing or relocated buildings not within Corridor Mixed Use Commercial (CMU) district shall be guided by the following design and siting criteria:~~

~~A. All new construction and all rehabilitation or remodeling of buildings should stress the California Mission style architecture and should provide landscaping to minimize the impression that this roadway is a dividing line in the City.~~

~~B. Private improvements should complement and exploit the public investment in area improvements to the fullest extent such as, but not limited to sidewalk improvements, the undergrounding of overhead utilities, and improved street lighting.~~

~~C. Weather protection in the form of shade trees, awnings and overhangs should be provided. Long distances with no weather protection should be avoided.~~

~~D. Development designs should feature building frontages unbroken by wide openings created by parking areas, and emphasis should be given to building and sidewalk amenities that will attract foot traffic.~~

~~E. Scale should be maintained in parking lots. Wherever feasible these should be located to the rear of buildings, and should be broken up by planted areas and shade trees to give a sense of human scale and provide amenities.~~

~~F. Where parking lots are located to the rear of buildings, attractive rear entrances should be provided.~~

~~G. On Mission Boulevard, the front yard setback shall be five (5) feet from the property line and a minimum of fifteen (15) feet from the face of curb to ensure a comfortable pedestrian environment.~~

~~H. Extensive landscaping should be provided along the street frontage.~~

~~I. Development design may feature varied setbacks to accommodate small garden courts and landscaped areas along the street frontage as a means of enhancing the street scene and encouraging foot traffic.~~

~~J. Exterior treatments of new and remodeled buildings should favor natural materials and earth tone colors to match the California Mission style architecture.~~

~~K. Special efforts should be made to encourage a safe, well lighted pedestrian environment along Mission Boulevard.~~

~~L. Mixed-use developments shall be regulated by the standard lot size, setback, maximum height, off-street parking requirements, and maximum lot coverage requirements of the CC, Community Commercial district.~~

~~M. For residential uses located above ground floor commercial uses, the density limitations, off-street parking and bicycle parking requirements shall be based on the regulations for the RM 1500 district.~~

~~N. Development design should offer commercial/retail uses on the first floor with residential units only to be located above the first floor when directly adjacent to Mission Boulevard.~~

~~O. On-street parking shall be permitted on Mission Boulevard.~~

~~P. The streetscape along Mission Boulevard should be enhanced by public art and landscape improvements that enhance the areas visual appeal and establish Mission Boulevard as a gateway to the City.~~

~~Q. Sign sizes and placement should be coordinated to avoid the clutter created by signs of unrelated size and shape.~~

Chapter 18.37 STATION EAST MIXED USE RESIDENTIAL (SEMU-R) DISTRICT

18.37.140 Design criteria.

A. All development shall comply with Section 18.24.050.

~~A. Architectural Standards. Buildings shall be designed with a contemporary or "modern" vocabulary, using varied geometric volumes and a variety of high-quality materials (e.g. metal and glass). The following shall apply to any new buildings, additions to buildings which increase existing square footage by fifty percent (50%) or more, or modifications to existing buildings which modify the exterior of the building:~~

~~1. All street-facing façades must include at least one horizontal or vertical projection or recess at least four feet in depth, or two projections or recesses at least two and one-half (2½) feet in depth, for every fifty (50) horizontal feet of wall. The articulated elements must be greater than one story in height and may be grouped rather than evenly spaced in fifty (50) foot modules.~~

~~2. Lower and upper stories shall be separated by horizontal detailing such as an awning, overhang, cornice line, or belt course. Separation may occur either above the ground floor or second floor.~~

~~3. All street-facing façades must include vertical projections or recesses such as pilasters, porches, decks, bay windows, entry recesses, and other details that provide architectural articulation and design interest.~~

~~4. Window designs shall differentiate the various components of the building (e.g., ground floor retail spaces, stair towers, corners, or residential units).~~

~~5. Façade elements must establish building scale and pattern, using architectural techniques such as clustering or aligning windows and doors to form a regular pattern. Horizontal building elements should be roughly aligned (within three (3) feet of height) with others in the same block.~~

~~6. The design of townhomes shall be articulated such that individual units are differentiated from each other. Each unit shall maintain separate, identifiable roof forms, massing, fenestration, and street-facing doorways.~~

~~7. Ground floor residential units shall provide finish floor elevations of between eighteen (18) to forty-two (42) inches above the adjoining sidewalk.~~

~~8. Buildings shall not include blank walls which exceed twenty (20) feet.~~

~~9. For the portions of the buildings that face onto the Grand Paseo and have a length longer than ninety (90) feet and where the Grand Paseo is less than forty (40) feet in width, the building massing shall reduce to create architectural relief and interest. This can be ensured, in part, by calculating the surface area of the first floor plane of any building façade that faces the paseo (length of the first floor of the building X height of that floor = surface area). The second floor paseo-facing area shall be no more than ninety-five percent (95%) of the first floor area. The third floor paseo-facing area shall be no more than eighty-five percent (85%) of the first floor area and the fourth floor no more than seventy-five (75%) of the first floor area.~~

~~B. Exterior Materials. Exterior building materials shall be chosen based on character, durability, ease of maintenance and context, and may include:~~

~~1. Steel—Porcelain enamel panels, steel windows, steel exterior doors, steel rails and fences, painted, stainless or pre-weathered steel are acceptable;~~

~~2. Aluminum—Windows, panels (luco-bond and aluminum plate), storefront, curtain wall, doors; aluminum should be natural finish anodized, powder-coated or kynar (no bronze anodized);~~

~~3. Other metal;~~

~~4. Glass—Clear, low-e, nonreflective, solar-bronze or solar gray glass, shadow boxes and spandrel glass is permitted;~~

~~5. Brick, natural clay colors;~~

- ~~6.—— Stone;~~
- ~~7.—— Pre-cast concrete, glass-fiber reinforced concrete;~~
- ~~8.—— High-quality, cast-in-place concrete;~~
- ~~9.—— Ceramic tile;~~
- ~~10.—— Cement plaster; and~~
- ~~11.—— Wood.~~

~~C.—— Equipment Screening. Mechanical/utility equipment shall be sited and screened in accordance with the following:~~

~~1.—— In instances where mechanical equipment cannot be located within the building due to building code or utility provider requirements, it shall be adequately screened from off-site view and located at the rear of the site in an enclosure with walls matching the material and color of the building. The enclosure shall include gates or heavy gauge corrugated steel and shall be surrounded by trees, shrubs and climbing vines;~~

~~2.—— In instances where utility equipment cannot be located within the building or undergrounded due to building code or utility provider requirements, it shall be screened by locating at the rear of the site in an enclosure with walls matching the material and color of the building. The enclosure shall include gates or heavy gauge corrugated steel and shall be surrounded by trees, shrubs and climbing vines. Alternate locations may be considered to meet utility provider requirements; and~~

~~3.—— In instances where mechanical equipment is located on the building roof, roof top screening shall be provided, which is integrated into the building architecture.~~

~~D.—— Bicycle and Pedestrian Facilities. Projects that include development of a vacant site or substantial modification of a developed site shall accommodate bicycle and pedestrian facilities/access including:~~

~~1.—— Provisions for safe, well-lit and visually attractive pedestrian access from public streets to the parking areas and building entries;~~

~~2.—— Pedestrian pathways between buildings and parcels;~~

~~3.—— Public pedestrian and bicycle connections to the Station District's existing and proposed bicycle and pedestrian network;~~

~~4.—— Publicly accessible pedestrian amenities which may include plazas, pocket parks, seating areas, fountains, public art, and/or eating areas;~~

~~5.—— Orientation of outdoor public spaces towards activated ground-floor building frontages; and~~

~~6. Inclusion of bicycle paths and bicycle parking facilities consistent with the Bicycle and Pedestrian Master Plan and designed and installed in conformance with the design criteria outlined in Section 18.28.080.~~

~~E. Ground Floor Commercial Uses. The design of ground floor commercial uses shall comply with the following:~~

~~1. Minimum depth of commercial space is thirty-five (35) feet and minimum height is twenty (20) feet floor to floor; and~~

~~2. A minimum of twenty-five percent (25%) of the ground floor commercial area shall be designed to accommodate a restaurant use; and~~

~~3. Between two and one-half (2½) feet and seven (7) feet above grade, ground floor transparency (i.e., amount of glazing) shall be forty percent (40%) for grocery stores and fifty percent (50%) for all other commercial uses; and~~

~~4. Ground floor façades shall be designed to give identity to each retail and service establishment, through recesses, enhanced materials, signage and architectural features that are integral components of the building; and~~

~~5. The maximum distance of blank wall (a façade without doors, windows, landscaping treatments, or other pedestrian interest) on the ground level of any building facing a street, open space, or paseo shall not exceed twenty (20) feet in length; and~~

~~6. The design of ground floor commercial uses shall promote indoor/outdoor connections by providing some or all of the following:~~

~~a. Sliding or removable windows/doors;~~

~~b. Low planters with wide seat walls;~~

~~c. Recessed entrances and porticos that increase the indoor/outdoor quality or allow for increased outdoor seating or display;~~

~~d. Awnings and canopies that may encroach into the public right-of-way subject to approval of an encroachment permit by the Public Works Department; and~~

~~e. Visually transparent storefronts with clear glass windows and doors that are not blocked by storage, racks or shelving placed against glass.~~

~~18.37.160 Residential open space.~~

~~All residential development and mixed use development shall provide residential open space features, such as courtyards, pool and spa areas, recreation facilities, and picnic and play areas for use by the tenants/owners.~~

18.37.190 Bicycle parking.

A. Bicycle parking facilities shall be provided, at a minimum, in an amount equal to:

Bicycle Parking Requirements	Short-Term Bicycle Parking Requirements	Long-Term Bicycle Parking Requirements
All other residential	1.0 space/20 dwelling units Minimum of 2 spaces	1.0 space/4 dwelling units Minimum of 2 spaces
Retail	1.0 space/3,000 square feet	1.0 space/10,000 square feet
Office, R&D, and Other Nonresidential uses	1.0 space/8,000 square feet. Minimum of 2 spaces	1.0 space/4,000 square feet

B. Required facilities shall be designed and installed in conformance with the design criteria outlined in Section 18.28.080.

C. Bicycle parking may be substituted for automobile parking subject to the provisions outlined in Section 18.28.~~090100~~ and approval by the decision makers.

18.37.200 Off-street loading.

A. ~~Adequate~~ Iloading docks and/or berths shall be provided on site to serve the use. Such facilities shall be designed according to the following standards unless an alternative design is approved ~~located on the rear or side of the building, be screened from the public right-of-way, and are subject to review and approval~~ through the site development review process.

~~1. Loading dock entrances shall not exceed 20 feet in width.~~

~~21. Loading docks shall be located inside a building and equipped with closable doors.~~

~~B2. Adequate~~ Iloading zones shall be provided along the street frontage(s).

~~18.37.210 Laundry facilities.~~

~~Laundry facilities shall be provided to serve all residential dwelling units. Such facilities shall include washer and dryer appliances connected to utilities. In developments with common laundry facilities, the facilities must be in easily accessible locations and provide an adequate number of washers and dryers to serve the total number of units.~~

Chapter 18.38 STATION MIXED USE COMMERCIAL (CSMU) DISTRICT

18.38.150 Design criteria.

A. All development shall comply with Section 18.24.050.

~~New development, to the maximum extent feasible, shall comply with the following design guidelines as illustrated in pages 70 through 74 of the Intermodal Station District and Transit Facility Plan.~~

~~A. General Design Standards for Buildings and Structures. General massing, architectural details, materials, fenestration, ground floor treatment and parking garages comply with the following guidelines:~~

~~1. Street Walls. Buildings along streets shall:~~

~~a. Be continuous along setback lines and are required at street corners to maintain an active urban character;~~

~~b. Allow variations in the building edge (including arcades and column articulations for entrances, mid-block pedestrian ways, interior courtyards, and other design considerations) as long as the appearance of a continuous built edge is maintained;~~

~~c. Encourage minor street wall variations to add architectural interest and provide pedestrian amenities, such as seating and ATMs;~~

~~d. Include multiple pedestrian entrances for large buildings to increase street activity and interest;~~

~~e. Keep vehicle entrances and exits to a minimum and the scale minimized to maintain a pedestrian environment;~~

~~f. Have ground floor retail where feasible and maximize window coverage to provide flexible use as office or retail;~~

~~g. Have ground floor retail/commercial space with at least a twelve (12) foot ceiling height and a forty (40) foot to fifty (50) foot minimum depth.~~

~~2. Exterior Material Palette Standards. Exterior materials shall be chosen based on character, durability, ease of maintenance and context, and shall include:~~

~~a. Brick, natural clay colors;~~

~~b. Stone;~~

c. ~~Steel—Porcelain enamel panels, steel windows, steel exterior doors, steel rails and fences, painted, stainless or pre-weathered steel are acceptable;~~

d. ~~Aluminum—Windows, panels (luco-bond and aluminum plate), storefront, curtain wall, doors; aluminum should be natural finish anodized, powder-coated or kynar (no bronze anodized);~~

e. ~~Glass—Clear, low-e, nonreflective, solar-bronze or solar gray glass, shadow boxes and spandrel glass is permitted;~~

f. ~~Pre-cast concrete, glass-fiber reinforced concrete;~~

g. ~~High-quality, cast-in-place concrete;~~

h. ~~Ceramic tile;~~

i. ~~Cement plaster; and~~

j. ~~Wood.~~

3. ~~Fenestration Standards. Windows and doors on buildings shall be used to help define building character. By establishing the fenestration patterns, the shape, scale, proportion, rhythm, groupings, relationships to plan, and exterior wall planes should all be taken into consideration along with adjacent buildings, structures and open spaces.~~

4. ~~Ground Floor Treatments Standards. The ground floor on buildings shall:~~

a. ~~Be designed so that the building imparts a sense of human activity, habitation, and interest to the street;~~

b. ~~Not result in blank, undifferentiated street-level façades;~~

c. ~~Incorporate building lighting along public sidewalks and other pedestrian walkways that reflect the design of the overall building and provide a safe environment.~~

5. ~~Projections/Signage Standards.~~

a. ~~Projections and signs may project over the sidewalk to indicate and demarcate shop fronts and increase pedestrian interest, subject to approvals of an encroachment permit by the Public Works Department and a Sign Plan per Chapter 18.30.~~

b. ~~No commercial billboards, “A” frame signs, and excessive banners are permitted per Chapter 18.30 of this title.~~

6. ~~Garage Podiums Standards. Garage podiums shall:~~

a. ~~Not include blank walls at the pedestrian level;~~

b. ~~Be screened with retail uses, building lobbies, residential entries, or other habitable uses, or landscaping;~~

c. ~~Be treated as a design feature to be seen from eye level and above with open space uses as the preferred design alternative;~~

d. ~~Be engineered and designed with structure adequate to support “garden-like” plantings, mature trees, shrubs, perennial borders, ground cover, and paving materials balancing planted and paved surfaces;~~

e. ~~Be activated with common lobbies and/or individual entries to garden apartments and townhouses;~~

f. ~~Clearly demarcate differences between common and private open space at the podium level;~~

g. ~~Have direct access from grade to the podium level that is integrated with the street and open space network, such as access from the pedestrian alleys.~~

~~7. Parking Design Standards. Parking:~~

a. ~~Is required to be structured, unless it is on-street curbside parking;~~

b. ~~Lots are not allowed after the initial phases of development;~~

c. ~~On the ground floor, should be screened from the sidewalk by street-oriented uses, such as housing units with street access, retail uses, building entrances, lobbies and foyers, community facilities, or landscape elements;~~

d. ~~Entrances and exits for vehicles should be kept to a minimum in scale and number;~~

e. ~~Entrances and exits shall be discouraged on Eleventh Street, Union Square, and Railroad Avenue, and prohibited on Decoto Road;~~

f. ~~Entrances and exits shall be encouraged on side streets where side street access is available.~~

~~B. Specific Design Standards for Buildings and Structures. Specific design standards for office and research and development, residential, ground floor service commercial, and parking garages follows:~~

~~1. Office/Commercial/Research and Development (R and D) Uses.~~

a. ~~Ground Floor Treatments Standards. Ground floor treatment for office and research and development buildings shall:~~

i. ~~Have building entrances, lobbies and accessory public uses oriented to the nearest public space or street;~~

~~ii. Have buildings fronting multiple streets to provide multiple public entrances;~~

~~iii. Have buildings that abut a pedestrian alley provide an entrance facing that alley;~~

~~iv. Include windows where office or other private uses are at the street level that provide visual transparency and a sense of interior activity to enliven the street.~~

~~b. Service/Loading Entries Standards. Service entries shall:~~

~~i. Be located on the side streets and positioned to minimize noise impacts on adjacent residential units and public open space, and to minimize pedestrian/vehicle conflicts and traffic congestion;~~

~~ii. Have loading dock dimensions limited to minimum functional requirements;~~

~~iii. Have loading docks located on the interior of the buildings to limit their visibility from the street.~~

~~2. Residential Uses.~~

~~a. Residential Uses Overall Design Standards. Residential development shall:~~

~~i. Be designed with the safety and security of children in mind, without creating a “gated community” effect;~~

~~ii. Incorporate amenities such as play areas and other open spaces within the development;~~

~~iii. Not include sound walls and security fences that isolate or impede pedestrian access to residential development;~~

~~iv. Encourage balconies on above ground units where possible.~~

~~b. Ground Floor Treatments Standards. Ground floors of residential development shall:~~

~~i. Include multiple entries at the street level to create fine-grained, pedestrian-oriented streets;~~

~~ii. Include residential units with individual entrances fronting the street;~~

~~iii. Promote a pedestrian-friendly environment through the use of design features such as stairs, stoops, porches, doors and landscaping.~~

~~c. Parking Standards. Parking for residential development should promote a pleasant pedestrian experience by:~~

~~i. Limiting multiple individual garage entrances;~~

- ii. ~~Interspersing garage entries with “active uses” such as housing entries or occupied space;~~
- iii. ~~Screening parking from the street.~~
- 3. ~~Ground Floor Service/Retail.~~
 - a. ~~Indoor/Outdoor Connections Standards. Retail establishments and restaurants/café shall have:~~
 - i. ~~Strong indoor/outdoor connections;~~
 - ii. ~~Sliding or removable windows/doors;~~
 - iii. ~~Outdoor displays and café seating in front of commercial/retail establishments that are designed to increase pedestrian activity and interest, subject to administrative use permit approval as identified in the café standards located in Section 18.36.190;~~
 - iv. ~~Low planters with wide seat walls;~~
 - v. ~~Recessed entrances and porticos that increase the indoor/outdoor quality or allow for increased outdoor seating or display;~~
 - vi. ~~Awnings and canopies that may encroach into the public right-of-way subject to approval of an encroachment permit by the Public Works Department;~~
 - vii. ~~Visually transparent storefronts with clear glass windows and doors that are not blocked by storage, racks or shelving against glass;~~
 - viii. ~~An entrance on the alley when buildings abut a pedestrian alley.~~
 - b. ~~General Parking Garage Standards. Parking garage design shall:~~
 - i. ~~Be clean, well lit, and designed for the safety and security of patrons, while avoiding excessive light spill into adjacent residential areas;~~
 - ii. ~~Complement adjacent land uses.~~
 - c. ~~Street Wall Standards. Parking street wall design shall:~~
 - i. ~~Have a seven (7) foot minimum setback for landscape elements that screen the ground floor of parking on streets that do not have retail frontages (except on Eleventh Street where a setback is not allowed at street corners);~~
 - ii. ~~Complement the façades of adjacent uses.~~
 - d. ~~Ground Floor Treatments Standards. Ground floor treatments shall:~~

- i. ~~Emphasize the use of retail and/or commercial space at the street level to maximize window coverage;~~
- ii. ~~Include retail frontages along Eleventh Street, the public plaza, and facing the Intermodal Transit Facility where commercial space should have at least a ten (10) foot ceiling height and a forty (40) foot to fifty (50) foot depth;~~
- iii. ~~Be screened with architectural and/or landscape elements in locations where there is no ground floor commercial use.~~

~~18.38.170 Residential open space.~~

~~All residential development shall provide residential open space features, such as courtyards, pool and spa areas, recreation facilities, and picnic and play areas for use by the tenants/owners following approval by the Planning Commission.~~

18.38.195 Bicycle parking.

- A. Bicycle parking facilities shall be provided, at a minimum, in an amount equal to:

Bicycle Parking Requirements	Short-Term Bicycle Parking Requirements	Long-Term Bicycle Parking Requirements
Multi-family residential on BART property ¹	1 space/20 dwelling units Minimum of 2 spaces	1 space/1 dwelling units
Multi-family residential	1 space/20 dwellings units Minimum of 2 spaces	1 space/4 dwelling units Minimum of 2 spaces
Retail	1 space/3,000 square feet	1 space/10,000 square feet
Office, R&D, and other nonresidential uses	1 space/8,000 square feet Minimum of 2 spaces	2 space/4,000 square feet

Notes:

1. Bicycle parking standards on BART property authorized by Public Utilities Code Sections 29010.1—2901.12.

- B. Required facilities shall be designed and installed in conformance with the design criteria outlined in Section 18.28.080.

- C. Bicycle parking may be substituted for automobile parking subject to the provisions outlined in Section 18.28.~~100-090~~ and approval by the decision marker.

18.38.210 Loading.

- A. ~~Adequate~~ Loading docks and/or berths shall be provided on-site to serve the use. Such facilities shall be designed according to the following standards unless an alternative design is approved ~~located on the rear or side of the building, be screened~~

~~from the public right-of-way, and are subject to review and approval through the site development review process.~~

~~1. Loading dock entrances shall not exceed 20 feet in width.~~

~~22. Loading docks shall be located inside a building and equipped with closable doors.~~

~~B3. Adequate loading zones shall be provided along the street frontage(s).~~

~~18.38.220 Residential storage.~~

~~Each residential unit shall have at least two hundred (200) cubic feet of enclosed, weather-proofed and lockable private storage space in addition to guest, linen, pantry and clothes closets customarily provided. Such space may be provided in any location approved by the Economic and Community Development Department, but shall not be divided into two (2) or more locations.~~

~~18.38.230 Laundry facilities.~~

~~Laundry facilities shall be provided to serve all residential dwelling units. Such facilities shall include washer and dryer appliances connected to utilities. In developments with common laundry facilities, the facilities must be in easily accessible locations and provide an adequate number of washers and dryers to serve the total number of units.~~

~~18.38.250 Review.~~

~~Through the use permit process established in Chapter 18.56, the approving body may approve variations to the following development standards: building height; setbacks; storage requirements; off-street parking and loading; location of bicycle parking; heights of walls, fences and hedges; and lot or parcel street frontage width and depth, provided that the development offers a high-quality architectural and pedestrian environment and amenities.~~

Chapter 18.100 511 AREA DISTRICT

18.100.070 Development standards and requirements—Residential Specific Plan designations.

A. Development near the Turk Island landfill shall provide the following:

1. Space to accommodate monitoring wells for methane gas migration within one thousand (1,000) feet from the landfill boundary if no long-term monitoring is provided along the periphery of the landfill;

2. Undergrounding of utilities located within one thousand (1,000) feet of the landfill boundary shall be done in such a manner to preclude migration of landfill gas; and

3. An evaluation of the need to install a landfill gas protection system for development within Development Area B-2 as identified by the Specific Plan. This evaluation shall be reviewed and accepted by the Office of Solid Waste Management of the Alameda County Division of Environmental Health prior to issuance of a building permit.

~~B. Usable open space for attached units shall be at the rate and meet the requirements of Section 18.32.115. Residential development shall be subject to Chapter 18.32 except where a specific development standard, use allowance, or other requirement or allowance is established in this Chapter.~~

~~C. For zero lot line housing, the side wall on the zero setback shall contain no windows or other openings.~~

~~D. Semiattached and attached housing shall meet the requirements of Section 8.32.050(E)(2).~~

~~E. Two (2) Story Standards.~~

~~1. For two (2) story single-family dwellings, the requirements of Section 18.32.100(A)(6) shall apply.~~

~~2. Second story additions, excluding attached units, shall comply with Section 18.32.125.~~

~~F. Landscaping shall be consistent with the City landscape standards policy statement and applicable Specific Plan policies.~~

~~G. Distance between main structures shall be consistent with Section 18.32.130.~~

~~H. Off-street loading shall be consistent with Section 18.32.150.~~

~~I. Off-street parking shall be consistent with Section 18.32.160.~~

~~J. Walls, fences and hedges shall be consistent with Section 18.32.040.~~

~~KC. Development will be designed and constructed consistent with Chapter 15.64, as amended.~~



Agenda Item

DATE: 9/26/2023

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: MARILOU AYUPAN, PUBLIC WORKS DIRECTOR

SUBJECT: ADOPT A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A CONSULTING SERVICES AGREEMENT WITH CAL-WEST LIGHTING AND SIGNAL MAINTENANCE, INC., IN THE AMOUNT OF \$400,000, FOR A TWENTY-TWO-MONTH PERIOD, FOR TRAFFIC SIGNAL MAINTENANCE, ON-CALL SUPPORT AND EMERGENCY REPAIR SERVICES, CITY PROJECT NO. 23-20, AND APPROPRIATING \$100,000 FROM THE UNASSIGNED FUND BALANCE OF THE MEASURE F VEHICLE REGISTRATION FEE FUND

Staff recommends that the City Council authorizing the City Manager to execute a Consulting Services Agreement with Cal-West Lighting and Signal Maintenance, Inc., (Cal-West), in the amount of \$400,000, for a twenty-two-month period, for Traffic Signal Maintenance, On-Call Support, and Emergency Repair Services, City Project No. 23-20, and appropriating \$100,000 from the unassigned fund balance of the Measure F Vehicle Registration Fee Fund.

STRATEGIC PLAN ALIGNMENT

This agenda item is in alignment with the following:

Goal D, Strategy 2 Environmental Sustainability, and Infrastructure – Implement the City’s capital improvement plan.

BACKGROUND

There are sixty-one (61) signalized traffic intersections in the City of Union City. In addition, the City also owns and maintains one High Intensity Activated Crosswalk (HAWK) system on Alvarado-Niles Road, one flashing beacon on Meyers Drive, and two Rectangular Rapid Flashing Beacon (RRFB) pedestrian crossings. The City applies for and receives federal, state, and local transportation capital grant funds for upgrading and improving various traffic signal systems to current standards. These traffic signal systems employ state-of-the-

art electrical equipment requiring specialized expertise for maintenance services and upgrades, expertise that goes beyond the capabilities of in-house staff.

DISCUSSION

The Request for Proposals for Traffic Signal Maintenance, On-Call Support and Emergency Repair Services, City Project No. 23-20, was made available on February 28, 2023 on the City website, as well as sent to the active builder exchanges listed in the California Uniform Construction Cost Accounting Commission's *Cost Accounting Policies and Procedures Manual 2019 Edition* and published in the Tri City Voice newspaper for five consecutive weeks, beginning with the February 28, 2023 edition. Four proposals were received by the March 30, 2023 deadline from DC Electric Group Inc., Bear Electrical Solutions, St. Francis Electric, and Cal-West Lighting and Signal Maintenance, Inc. Subsequent interviews were held with the selection panel consisting of Public Works staff. The panel selected Cal-West Lighting and Signal Maintenance, Inc. because of their project understanding, project qualifications, local knowledge, similar project experience, competitive service fees, and favorable reference checks.

In an approach that is both comprehensive and detailed, Cal West's proposal outlines a comprehensive understanding of the complexities and requirements associated with maintaining traffic signals, including troubleshooting, repairs, preventative maintenance, and emergency support. Their plan emphasizes timely response and resolution of issues, ensuring both public safety and smooth traffic flow.

As the City's current traffic signal maintenance provider, Cal-West has a strong track record of successfully delivering services for the City, and, as reference checks revealed, for several other Bay Area cities. Cal-West has extensive experience with traffic signal systems and is familiar with the City's infrastructure, geographic complexities, and the intricacies of each intersection. Staff interacts with Cal-West on a regular basis and finds them responsive and technically proficient.

Employing a competitive pricing structure that aligns well with the City's budgetary considerations without compromising quality and level of service, Cal-West provides a transparent fee breakdown that demonstrates a clear understanding of the project requirements at a reasonable cost. They provide cost effective solutions that allow the City to meet the required traffic safety conditions within the public rights-of-way.

Staff recommends awarding the contract to Cal-West Lighting and Signal Maintenance, Inc., of San Jose, California, in the amount of \$400,000. The initial term of the agreement will be for two years, effective September 1, 2023 to June 30, 2025, and is renewable for an additional one-year period upon mutual consent of the City and Cal-West.

If the contract is awarded, Cal-West will continue to perform the City's routine traffic signal maintenance, assist, and support the City's traffic signal projects, and respond to emergency callouts for traffic signal malfunctions and signal pole knockdowns.

Traffic signal maintenance service costs are as follows:

Routine Traffic Signal Maintenance	\$61,200/year
Maintenance Extras (Emergency Calls)	\$45,600/year
Maintenance Extras (Projects/Knockdowns)	\$93,200/year
ANNUAL TOTAL	\$200,000/year
TWO (2) YEAR CONTRACT TOTAL	\$400,000

FISCAL IMPACT

The Consulting Services Agreement with Cal-West Lighting and Signal Maintenance, Inc., in the amount of \$400,000, will be funded as follows:

FY 2023-2024	Account Number	Funding	Status	Action
Measure F Fund	2544-3199-92320-54111	\$50,000	Budgeted	None
Measure F Fund	2544-00000-33000	\$100,000	Not Budgeted – Funds Available in the Fund Balance	Appropriation needed
Traffic Signalization Fund	2610-3199-92320-54111	\$50,000	Budgeted	None
FY 2024-2025	Account Number	Funding	Status	Action
Measure F Fund	2544-3199-92320-54111	\$70,000	Budgeted	None
Measure F Fund	2544-00000-33000	\$80,000	Not Budgeted – Funds Available in the Fund Balance	Will be appropriated as part of the FY 2024-2025 budget appropriation
Traffic Signalization Fund	2610-3199-92320-54111	\$50,000	Budgeted	None

The only action needed at this time is an appropriation of \$100,000 from the unassigned fund balance of the Measure F Vehicle Registration Fee Fund for Fiscal Year 2023-2024. The remaining \$80,000 of Measure F Vehicle Registration Fee fund in Fiscal Year 2024-2025 will be included in the overall Fiscal Year 2024-2025 budget appropriation resolution to be presented in June 2024.

There is no impact on the General Fund.

RECOMMENDATION

Staff recommends that the City Council adopt the attached resolution with the following recommendations:

1. Authorizing the City Manager to execute the Consulting Services Agreement with Cal-West Lighting and Signal Maintenance, Inc., in the amount of \$400,000, for a twenty-two-month period, for Traffic Signal Maintenance, On-Call Support, and Emergency Repair Services, City Project No. 23-20; and
2. Approving an appropriation of \$100,000 from the unassigned fund balance of the Measure F Vehicle Registration Fee Fund in Fiscal Year 2023-2024 to Account Number 2544-3199-92320-54111 for Traffic Signal Maintenance, On-Call Support, and Emergency Repair Services, City Project No. 23-20.

Prepared by:

Eddie Yu, Civil Engineer II

Submitted by:

Marilou Ayupan, Public Works Director

ATTACHMENTS:

Description	Type
 Attachment 1 - RFP	Attachment
 Attachment 2 - CSA	Attachment
 Resolution	Resolution

**REQUEST FOR PROPOSALS (RFP)
FOR
TRAFFIC SIGNAL MAINTENANCE,
ON-CALL SUPPORT, AND
EMERGENCY REPAIR SERVICES**

City Project No. 23-20



Submission Deadline:

March 30, 2023 at 2:00 PM PST To

**City of Union City
Department of Public Works
34009 Alvarado-Niles Road
Union City, California 94568**

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ATTACHMENT A: LIST OF TRAFFIC SIGNALS
ATTACHMENT B: TRAFFIC SIGNAL MAP
ATTACHMENT C: SAMPLE CONTRACT SERVICE AGREEMENT

NOT FOR BID - CONTACT CITY

1. BACKGROUND

The City of Union City (hereinafter referred to as the “City”) is seeking qualified firm(s) to perform **maintenance, on-call support, and emergency repair services for traffic signals**. The City currently owns and operates 61 signalized intersections. This Request for Proposals (“RFP”) is being made available to entities who are qualified to perform the entire scope of the services as described in this RFP. All interested firms shall have sufficient, readily available resources in the form of trained personnel, support services, specialized staff, and financial resources to carry out the work without delay or shortcomings.

The City reserves the right to reject any or all proposals and waive any informality or minor defects in proposals received.

2. GENERAL

The selected consultant will enter into a Contractual Services Agreement which will specify the billing rates, personnel to be assigned, and other items. The City is requesting services for a minimum term of one (1) year, renewable for two additional one (1) year periods, upon mutual consent of the City and Consultant. Approximately 60 days prior to end of each agreement period, a meeting may be held between the consultant and City to conduct a performance review, revise the scope and/or language of the agreement, and submit the consultant’s most current rate schedules. The Contractual Services Agreement requires the City Council’s approval. Extensions to the term of agreement, as allowed, will be subject to review and approval of the Public Works Director, City Manager, or City Council. The proposal shall provide an estimated expected annual service agreement cost that will be incurred by the City.

3. SCHEDULE OF EVENTS

This request for proposal shall be governed by the following schedule:

Release of RFP	Tuesday, February 28, 2023
Deadline for Written Questions	Wednesday, March 15, 2023 @ 5PM PST
Responses to Questions Posted on Web	Friday, March 24, 2023
Proposal Due	Thursday, March 30, 2023 @ 2PM PST
Interview (if held)	Week of April 10, 2023
City Council Contract Award	May 9, 2023

4. PROPOSAL SUBMISSION

Proposals are due by: **2:00PM PST, Thursday, March 30, 2023.** All proposals mailed or delivered shall be submitted in a sealed envelope. The envelope shall be clearly labeled on the outside **“REQUEST FOR PROPOSALS (RFP) FOR TRAFFIC SIGNAL MAINTENANCE, ON-CALL SUPPORT, AND EMERGENCY REPAIR SERVICES (City Project No. 23-20)”** and include Business name; Proposer’s Contact Name; Phone Number, E-Mail; and Current Mailing Address. Mail or deliver to:

CITY OF UNION CITY
Public Works Department
34009 Alvarado-Niles Road
Union City, CA 94587
Attention: Eddie Yu, PE
Civil Engineer II

Proposals can also be sent by email to eddiey@unioncity.org by March 30, 2023 before 2:00PM PST. Include proposal name and name of the proposer in the email’s subject line.

5. MINIMUM QUALIFICATIONS

In order to qualify for selection, the consultant must meet the following minimum requirements:

- 1) Must be able to perform the work as described in Scope of Services.
- 2) Must possess a valid California State Contractor’s License, Class A or a combination of Class C-10 (Electrical) and C-12 (Earthwork and Paving), throughout the duration of the Contractual Service Agreement term.
- 3) Must have sufficient, experienced personnel and equipment to perform all the work required described in this RFP.
- 4) Must have a proven track record of having provided traffic signal maintenance services for three (3) or more cities and/or communities over the past three (3) years.

6. SCOPE OF SERVICES

Traffic signal maintenance services shall include, but not necessarily be limited to the preventive and routine maintenance, on-call support, and emergency repair of equipment associated with the City of Union City’s traffic signal system. The selected

firm will provide these services for all traffic signals and associated equipment owned and operated by the City of Union City.

The City of Union City currently owns and maintains 61 traffic signals. A list of traffic signal locations within the City of Union City is provided as **Attachment A**. The same unit rates per the proposed fee schedule shall be applied for any additional traffic signals installed during the term of the contract.

The City's traffic signal system consists entirely of 332 McCain cabinets that house primarily 2070LX Intelight/MaxTime controllers. All cabinet doors are key locked padlocks. Auxiliary equipment also housed in the controller cabinets includes Opticom emergency vehicle pre-emption, wireless communication devices, and detection systems. All intersections are running Q-Free's MaxTime V2.8.0 local traffic signal management software. There are seven intersections along Decoto Rd. and six intersections along Union City Blvd. running MaxTime MaxAdapt V2.1.1 on Q-Free's Adaptive Signal Control Technology (ASCT). As the City modernizes the citywide traffic signal system, equipment within the traffic signal cabinets are expected to be replaced as needed.

The following areas of experience and expertise are not intended to be exclusive; other services may be sought as the need arises.

Preventative and Routine Maintenance

Periodic inspection, testing, record keeping, cleaning, repair, and replacement of all traffic signal equipment in order to prevent or reduce the occurrence of potential malfunctions and extend the useful life of the equipment. Preventative and routine maintenance of the City's traffic signal system shall include, but not limited to, the following:

Preventative Service of Traffic Signals

- Clean all signal lenses and Emergency Vehicle Pre-Emption (EVP) units
- Strobe test EVP system with an emitter for all approaches
- Check all vehicular detector units for tuning and operation
- Check all pedestrian push buttons for functional operation
- Test battery back-up system
- Check cabinet ventilation fan for thermal control and operation
- Vacuum cabinet and replace filter
- Verify intersection signal timing and timing-logs are present and accurate

On-Call Support and Emergency Repair

On-call support and emergency repairs to damaged or malfunctioning equipment shall be performed by the selected firm at the direction of the Engineer and shall constitute work made necessary due to damage due to

collision, Acts of Nature, malicious mischief or replacement of obsolete or malfunctioning equipment.

On-Call Support

- Diagnose traffic signal operation issues in the field
- Locate detector loops, conduit locations and other underground electrical facilities
- Traffic signal repairs may be provided at the City's request or in response to a condition noted by the consultant, with authorization from the City
- Vehicle and pedestrian signal indications to be re-lamped on an as-needed bases rather than all at once

Emergency Repair

- 24-hours callout service for pole knockdowns, accident damage or other situations that may create a safety concern
- Accident damage repair includes cleanup of equipment debris, erection of barricades or signs, hookup of a temporary signal controller, temporary poles and signals, if necessary, traffic control, and any other work required to safeguard against any or all injury or damage to the public and reduce to a minimum any inconvenience to the traveling public
- Replacement of burned-out signal indications shall be performed immediately when requested by the City

7. SPECIAL PROVISIONS

Response and Service

The consultant shall provide response and service in the following manner:

- 1) The Contractor shall designate and inform City staff of a telephone number(s), where he/she can be reached concerning response or on-call maintenance. The Contractor shall be accessible at the telephone number(s) and available to perform traffic signal repair/response maintenance, twenty-four (24) hours a day, seven (7) days a week, including holidays. A fax number and an email address for transmitting documents shall be owned and operated by the Contractor.
- 2) When a traffic signal installation or system master is malfunctioning, or is out of order due to equipment failure or to external damage, the Contractor shall respond to correct the malfunction or failure with response time specified below:
 - a. When the notification is sent by City staff to the Contractor between 8:00AM and 5:00PM, the response time shall not exceed two (2) hours, Monday through Friday.

- b. When the notification is received at any other time or on any other day, the response time shall not exceed three (3) hours.
 - c. When a situation exists that City staff deems dangerous/hazardous or an emergency and so advises the Contractor, the Contractor shall dispatch qualified personnel and appropriate equipment and material to correct the situation, as soon as possible, but in no case later than indicated above.
 - d. Contractor's response to emergency repair should be coordinated with City staff.
- 3) A traffic signal installation may include, but not limited to: traffic signal controller and cabinet, safety lighting, illuminated street name signs, pedestrian signals, flashing beacons, detector systems, interconnect cable, Opticom, lighted crosswalks and radar signs, video detection, battery backup and equipment required to operate these facilities.
 - 4) The Contractor shall restore normal operation of each traffic signal or system master covered under this contract within twenty-four (24) hours of notification. On this end, the Contractor shall install a City supplied controller unit and/or cabinet that can provide the same signal operation, insofar as phasing and time, until the existing controller unit and/or cabinet can be returned to service or replaced. The installation of a substitute cabinet shall be considered as traffic signal repair/response maintenance.
 - 5) In the event the Contractor is required to furnish a controller unit or cabinet, prior approval is required from City staff. If the existing controller unit or cabinet is repairable, it shall be returned to service within thirty (30) days. The Contractor shall use only City-recommended and supplied controllers, such as 2070LX Intelight/Max Time or McCain 2070. The Contractor shall not use any other type of controllers from other manufactures not recommended by City staff.
 - 6) If temporary stop signs are in place at the intersection when the Contractor arrives, the Contractor shall coordinate with City staff regarding removal of the signs when the traffic signal is placed in operation.
 - 7) If the response time exceeds eight (8) hour or more, City staff reserves the right to have the repairs done by another company at the sole expense of the Contractor. All penalty costs will be deducted from the monthly payments to the Contractor.
 - 8) The Contractor shall provide all material and equipment required for responsive maintenance. Permanent repairs shall be completed as soon as possible, and, in all cases, within thirty (30) days, unless extended, due to unusual circumstances, by City staff. City staff may extend the maximum response time if materials are unavailable.

Detector Loops/Cameras

On request, the Contractor shall test detector loops, detection cameras and detector lead-in-cables for Meg Ohms reading, continuity, frequency, and inductance. At the

request of City staff, the Contractor shall be available to mark and locate detector loops, conduit locations and other underground electrical facilities.

Video Detection

The Contractor shall provide qualified personnel to install, test, adjust and clean the video detection system. Otherwise, the Contractor will be responsible to hire the manufacturer video detection to program the camera at their expense.

Training

City staff may request training in the use of certain equipment and or traffic signal software. This training will be provided on an hourly labor basis, as required. Tasks may include programming of a controller, video detection system and any assistance to City staff.

Traffic Control

- 1) The Contractor shall conduct operations to cause the least possible obstruction and inconvenience to public traffic. All traffic shall be permitted to pass through the work area. Contractor shall furnish, erect, and maintain sufficient warning and directional signs, barricades, and lights and shall furnish sufficient flagmen to give adequate warning to the public, at all times, that the road or street is under construction and of any dangerous conditions that may be encountered as a result thereof, in accordance with the CA-MUTCD.
- 2) Whenever it is necessary to block any traffic lanes in order to complete any portion of the work, the Contractor shall notify the Union City Police Department and Fire Department, as well as City staff. Lane closure and times scheduled for closure shall be subject to approval of City staff. At least one(1) lane of traffic shall be kept open in each direction, at all times. On major arterials, no lane closures shall take place before 9:00AM or after 3:00PM, without prior approval from City staff.
- 3) Failure on the part of the Contractor to provide adequate signing and barricading will give authority to City staff to provide such protection, as in necessary by City forces or an independent contractor. All costs of protection shall be charged to the Contractor. Repetitive failure shall be sufficient cause to terminate the contract.

Maintenance Record

The following records shall be maintained by the Contractor covering signal maintenance activities:

- 1) A record of all service calls, repairs, and relevant data pertaining to each individual intersection will be kept in the controller cabinet and properly annotated by the Contractor, at the time of any repair or modifications. A duplicate record will be kept on file in the Contractor's office and will be sent to

City staff, included on the monthly summary report. The Contractor shall supply a copy of the maintenance record to City staff.

- 2) Signal-timing charts will be kept in the controller cabinet. The Contractor shall record all signal-timing changes on these charts and identify the personnel implementing the change and dates of changes. Only City staff shall authorize timing changes. The Contractor may make changes required on a temporary basis due to maintenance operations, such as detector failures, but must inform City staff immediately of each change.
- 3) A duplicate record of all service calls, repairs, and relevant date pertaining to each individual intersection is to be kept on file in the Contractor's office and available to the City upon request.
- 4) A database shall be maintained indicating previous maintenance and scheduled maintenance.

New Traffic Signals

The Contractor shall provide the following services to facilitate the installation of a new traffic signal:

- 1) Prior to the acceptance of a new traffic signal by the City, the Contractor will inspect the traffic signal and prepare a punch list for corrective measures (if required). The signal construction Contractor will undertake all corrective measures.
- 2) The Contractor shall test related timing plans in the controller for new traffic signals before they are installed.
- 3) The Contractor shall provide qualified personnel to make all necessary field connections of the new traffic signal to the controller. This includes, but is not limited to, signal interconnect cables, detector lead-in cable, video detection.
- 4) The Contractor shall be present at all signal turn-ons even if the traffic signal is being constructed by a different contractor.

Subcontracting

The Contractor shall not subcontract any part of this maintenance contract and shall not retain another organization to perform maintenance except specific work as authorized by City staff.

Unsatisfactory Work

Any repair or maintenance operations deemed unsatisfactory, any equipment found not properly maintained or any repair found not properly corrected, or any repair or extra work found necessary by City staff shall be reported to the Contractor and confirmed in writing. Upon receipt of such report, the Contractor shall immediately make the necessary corrections and perform any work necessary to bring the system up to the standard prescribed by City staff. The Contractor shall submit a report to City staff indicating that the work covered by the report has been completed, giving the date or completion of the work.

Consultation

The Contractor shall designate representatives in the Contractor's organization, one of whom shall always be available to City staff for consultation. This consultation shall consist of cost estimates for traffic signal repairs, accidental damage repairs, replacement of obsolete or deteriorated signal systems, and recommendation on anticipated changes in the signal system. The Contractor shall furnish the names, addresses, telephone numbers, and email address of Contractor's representative to City Staff.

Unauthorized Construction

The Contractor shall promptly report to City staff any unauthorized construction or repair work being done by others upon the City's equipment being maintained by the Contractor. The Contractor shall also report any construction or repair work in progress, which may endanger or damage the equipment of the system. City staff shall keep the Contractor informed as to street work or development, which affects the system.

Signal Power Turn-Off

The Contractor shall notify the Union City Police and Fire Departments and City staff of any signal turn-offs and turn-on's necessitated by his/her operation when such turn-offs and turn-on's will require law enforcement personnel assistance.

Signals on Flash

Any signalized intersections in a flashing operation shall be considered a temporary emergency mode of operation. The Contractor shall organize, direct, and prepare the maintenance operation such that the cause of the flashing is determined promptly, is repair promptly, and the intersection returned to its programmed mode of operation.

Agency Notification

The Contractor shall promptly notify City staff of the disablement of any piece of equipment on any system due to an accident or other causes, such as damaged cable, broken parts, or other difficulties when such pieces of equipment cannot be readily repaired making it necessary to discontinue normal operation of all or part of the installation. The Union City Police Department shall also be notified of such occurrences. In the course of performing its duties, which includes traveling to and from any worksite, the Contractor shall notify City staff of any incidents and/or conditions, beyond the scope of this agreement, which may disrupt or hinder property operation of, or impair view of, any equipment covered by this agreement. The timeliness of the Contractor's notification shall be consistent with the urgency of the situation, but in not event shall it be greater than seventy-two (72) hours.

Salvaged Equipment

The Contractor shall deliver and stockpile any salvageable equipment or materials to a location within the City's jurisdiction, designated by City Staff. All the usable signal material in the event of a knockdown or accident shall be returned to the City.

Normal Working Day

The "normal working day" is defined herein as between 8:00AM and 5:00PM, Monday through Friday, except holidays and weekends. Any work reported to City staff to the Contractor during this time shall be charged at the regular rate. No work other than emergency repair shall be approved at the overtime rate.

Measurement and Payment

Payments will be made according to the appropriate schedule. Any item not listed in the schedule requires authorization from City staff for approval prior to work execution. Payment will be made in accordance with concurred hourly labor rates and equipment rates plus the marked-up invoice costs of materials. The material markup is not to exceed 10% under any circumstances for work performed under this contract.

8. STATEMENT OF QUALIFICATIONS FORMATE AND CONTENT

The Statement of Qualifications shall be brief, precise, and shall not include unnecessary promotional material. The Statement of Qualifications shall not exceed ten (10) pages, single-sided, excluding resumes, and shall be submitted on 8 ½" x 11" paper.

The Statement of Qualification shall contain the following elements in the exact order and segment listed below:

- a. *Cover Letter*. Describe your firm or team's interest and commitment in providing Traffic Signal Maintenance services to the City. The letter shall be signed by a person authorized to negotiate a contract with the City.
- b. *Staffing, Team Experience and Understanding of Requested Services & Objectives*. Describe the qualifications and experience of the team members expected to be assigned to this project. The description shall include previous experience with similar on-call contracts. Include an organization chart and provide a matrix including which projects team members have worked on together in the past. Provide a discussion demonstrating the firm's

understanding of the services to be provided and their significance to the overall City goals.

Indicate the average response time that the City should expect on routine maintenance calls.

- c. *Experience providing similar service.* The consultant must present significant evidence of successful completion of similar on-call services provided for local government clients over the past five years.
- d. *Resumes.* Include single page resumes of the engineers, planners, technicians, and other key personnel to be assigned to the consulting team. It is expected that designed key staff will remain for the duration of the agreement. Key staff substitution will be allowed only after consultation and concurrence with the City.
- e. *Reference.* Provide at least three references (name, agency, title, address, and telephone number) for recent similar or related work.
- f. *Rate Schedule.* Present proposed compensation rate schedule for services. At a minimum, the following cost items shall be included in all rate schedules:
 - Hourly labor and equipment rates for various personnel, equipment, vehicles, etc., including:
 - General Service – Ladder Truck and Man
 - Crane and Man Pole Know Down Service
 - Second Man for Knock Down Service
 - Hourly labor and equipment rates (overtime) for various personnel, equipment, vehicles, etc., including:
 - General Service – Ladder Truck and Man
 - Crane and Man Pole Know Down Service
 - Second Man for Knock Down Service
 - Travel time hourly rate(s) shall be indicated if different from hourly labor rate(s)
 - Traffic Signal Preventative Maintenance (per intersection)
 - Materials prices provided shall include delivery
 - Material Markup (%)
 - The City will provide a list of non-emergency items to be repaired once a week, which allows the Contractor to respond to several repairs during a single trip. Indicate the minimum time that would be charged on a billing for a typical, routine repair.
- g. *City's Standard Contractual Services Agreement.* A sample of City's Standard Contractual Services Agreement (Agreement), including insurance requirements, is provided as **Attachment C**. If the interested firm would like to

request amendments or exceptions to the Agreement and/or insurance requirements, these shall be specifically noted in the Statement of Qualifications. Otherwise, provide confirmation of your firm's ability to meet the City's Standard Services Agreement and insurance requirements. Requested amendments and exceptions will be taken into consideration in evaluating the Statement of Qualifications. Request for amendments and/or exceptions to the Agreement will not be considered if not included in the submitted Statement of Qualifications.

- h. *Other Relevant Information.* Provide additional relevant information that may be helpful in the selection process.

9. SELECTION CRITERIA

A Review and Selection Committee, made up of City staff and other professionals, will evaluate the contractors based on the proposals to determine which contractor is best qualified to perform the work. The Selection Committee may either directly select the contractor after reviewing the proposal or prepare a shortlist of contractors of whom may be invited for an interview.

<u>Criteria</u>	<u>Weight</u>
1. Contractor's Qualifications, Experience, and References	30pt.
2. Contractor's Proposed Work Plan	30pt.
3. Fee Schedule	20pt.
4. Project Team	10pt.
5. Overall Quality of Proposal	10pt.
Total: 100 Points	

Final Selection will be based on the review of the proposals, interview with the selected contractors if any, and recommendations from past and current clients. The City will begin negotiating a firm contract with the highest ranked Contractor. If the City is unable to negotiate a satisfactory agreement with its first choice it will enter negotiations with the next choice.

10. RIGHTS OF THE CITY

In connection with this procurement process, including the receipt and evaluation of Proposals, City reserves to itself (at its sole discretion) all rights available to it under applicable law, including without limitation, with or without cause and with or without, the right to:

- Cancel, withdraw, reissue, modify, postpone, or extend this RFP, in whole or in part, at any time, without incurring any obligations or liabilities.
- Issuing addenda to the RFP.
- Modify the procurement schedule.
- Waive deficiencies, informalities, and irregularities in a Proposal and accept and review a non-conforming Proposal.
- Suspend and terminate the procurement process or terminate evaluations of Proposal received.
- Permit corrections to data submitted with any Proposals.
- Hold meetings and interviews, and conduct discussion and correspondence, with one or more of the Respondents to seek an improved understanding of any information contained in a Proposal.
- Seek or obtain, from any source, data that has the potential to improve the understanding and evaluation of the Proposal.
- Seek clarification from any Respondent to fully understand information provided in the Proposal.
- Reject a Proposal containing exceptions, additions, qualifications or conditions not called for in the RFP or otherwise not acceptable to the City.
- Conduct an independent investigation of any information, including prior experience, identified in a Proposal by contacting project references, accessing public information, contacting independent parties, or any other means.
- Request additional information from a Respondent during the evaluation of its Proposal.
- Utilize all ideas presented in various proposals and incorporate these ideas into the contract of the selected Proposer.
- Accepting and negotiating with a Contractor any combination of services, the services and combination to be chosen by the City in its sole discretion.

NOT FOR BID - CONTACT CITY

ATTACHMENT A: LIST OF TRAFFIC SIGNALS

#	Major St	Cross St
1	Alvarado Blvd	Fair Ranch Rd
2	Alvarado Blvd	Fredi St
3	Alvarado Blvd	Galaxy Dr
4	Alvarado Blvd	New Haven St
5	Alvarado-Niles Rd	Almaden Blvd
6	Alvarado-Niles Rd	Central Ave
7	Alvarado-Niles Rd	Decoto Rd
8	Alvarado-Niles Rd	Dowe Ave
9	Alvarado-Niles Rd	Hop Ranch Rd
10	Alvarado-Niles Rd	Medallion Dr
11	Alvarado-Niles Rd	Nidus/Meyers
12	Alvarado-Niles Rd	Osprey Dr
13	Alvarado-Niles Rd	Royal Ann Dr
14	Alvarado-Niles Rd	Santa Maria Dr
15	Alvarado-Niles Rd	Union Square
16	Alvarado-Niles Rd	Western Ave
17	Courthouse Dr	Holly Way
18	Decoto Rd	5th St
19	Decoto Rd	7th St
20	Decoto Rd	Meyers/Union Square
21	Decoto Rd	Perry Rd
22	Decoto Rd	Royall Ann/Clover
23	Dyer St	Alvarado Blvd
24	Dyer St	Alvarado-Niles Rd
25	Dyer St	Courthouse Dr
26	Dyer St	Empire Realty
27	Dyer St	Lucky Dr
28	Dyer St	Meteor/Cabello
29	Dyer St	Regents Blvd
30	Dyer St	Santa Susana Way
31	Dyer St	Star Center Dr
32	Union City Blvd	Alvarado Blvd
33	Union City Blvd	Bettencourt Way
34	Union City Blvd	Delores Dr
35	Union City Blvd	Dyer St
36	Union City Blvd	Horner St

37	Union City Blvd	Jean Dr
38	Union City Blvd	Kohoutek Way
39	Union City Blvd	Lowry Rd
40	Union City Blvd	Regents Blvd
41	Union City Blvd	Rocklin Dr
42	Union City Blvd	Smith St
43	Union City Blvd	Whipple Rd
44	Union Landing	Lowe's
45	Whipple Rd	Ahern Ave
46	Whipple Rd	Barnard White
47	Whipple Rd	Central Ave
48	Whipple Rd	Ithaca St
49	Whipple Rd	Kohoutek Way
50	Whipple Rd	Railroad Ave
51	Decoto Rd	11th St
52	Lowry Rd	Corchero Way
53	Lowry Rd	Regents Blvd
54	Alvarado-Niles Rd	Hartnell St
55	Smith St	Tidewater Dr
56	Decoto Rd	Station Way
57	Union Square	Bart Station
58	Dyer St	Jean Dr
59	Alvarado-Niles Rd	HAWK Pedestrian Crossing
60	11th St	Berger Way
61	11th St	Duncan Way

ATTACHMENT B: TRAFFIC SIGNAL MAP

NOT FOR BID - CONTACT CITY

**ATTACHMENT C: SAMPLE CONTRACT
SERVICE AGREEMENT**

**CONSULTING SERVICES AGREEMENT BETWEEN
THE CITY OF UNION CITY
AND
CAL-WEST LIGHTING AND SIGNAL MAINTENANCE, INC.
FOR
TRAFFIC SIGNAL MAINTENANCE SERVICES
CITY PROJECT NO. 23-20**

This Agreement for consulting services is made by and between the City of Union City, a municipal corporation, (“City”) and **Cal-West Lighting and Signal Maintenance** a California corporation, with offices located at 530 North Marburg Way, San Jose, CA 95133 (“Consultant”), (together referred to as the “Parties”) as of September 1, 2023 (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, and incorporated herein, 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, 2025**, 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.

1.2 Standard of Performance. Consultant shall perform all services required pursuant to this Agreement 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 is of the Essence. Time is of the essence. Consultant shall devote such time to the performance of services pursuant to this Agreement as may be reasonably necessary to timely finish the Scope of Work, to meet the standard of performance provided in Section 1.1 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 Labor Code applicable to public works, to the extent set forth in Exhibit C. Consultant shall waive, indemnify, hold harmless, and defend City concerning any liability arising out of Labor Code Section 1720 *et seq.*

Section 2. COMPENSATION. City hereby agrees to pay Consultant a sum not to exceed **Two Hundred Thousand Dollars (\$200,000) per year**, notwithstanding any contrary indications that may be contained in Consultant's proposal for services to be performed and reimbursable costs incurred under this Agreement. In the event of a conflict between this Agreement and Consultant's proposal, attached as **Exhibit B**, 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 in a timely manner, 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. Invoices shall contain the following information:

- Serial identifications of progress bills; i.e., Progress Bill No. 1 for the first invoice, etc.;
- Project name & number if applicable;
- Purchase Order number to expedite payment;
- The beginning and ending dates of the billing period;
- The contract expiration date;
- 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;
- At City's option, for each work item in each task, a copy of the applicable time entries or time sheets shall be submitted showing the name of the person doing the work, the hours spent by each person, 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;

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 Rate/Fees. Unless the services provided are for a lump sum or flat fee, fees for work performed by Consultant on an hourly basis shall not exceed the amounts shown on the compensation cost proposal attached hereto as Exhibit B. In the event of a conflict in or inconsistency between the terms of this Agreement and Exhibit B, the Agreement shall prevail.

2.6 Reimbursable Expenses. Reimbursable expenses are specified in Exhibit B, attached hereto and incorporated herein. Reimbursable expenses not listed in Exhibit B are not chargeable to City. Reimbursable expenses shall not include a mark-up and are billed as a direct costs. In no event shall expenses be advanced by the City to the Consultant. 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.

2.10. Business License. The Consultant is not authorized to perform services or incur costs whatsoever under the terms of this Agreement until Consultant applies for and has been issued a business license from the City pursuant to Title 5 of the Union City Municipal Code.

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 beginning any work under 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 to the City. 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. 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 that such insurance is in effect to City. Verification of the required insurance shall be submitted and made part of this Agreement prior to execution.

4.1 Required Coverage. Consultant shall maintain all required insurance listed herein for the duration of this Agreement.

<u>COVERAGE</u>	<u>TYPE OF INSURANCE</u>	<u>MINIMUM LIMITS</u>
A	Commercial Liability Premises Liability; Products and Completed Operations; Contractual Liability; Personal Injury and Advertising Liability	General \$1,000,000 per occurrence; Bodily Injury and Property Damage \$2,000,00 in the aggregate; 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
B	Commercial or Business Automobile Liability All owned vehicles, hired or leased vehicles, non-owned, borrowed and permissive uses.	\$1,000,000 per occurrence; Any Auto; Bodily Injury and Property Damage. Automobile coverage shall be at least as broad as Insurance Services

	Personal Automobile Liability is acceptable for individual contractors with no transportation or hauling related activities	Office Automobile Liability form CA 0001 (most recent edition), Code 1 (any auto). No endorsement shall be attached limiting the coverage.
C	Workers' Compensation (WC) and Employers Liability (EL) Required for all contractors with employees	WC: Statutory Limits EL: \$100,000 per accident for bodily injury or disease. Consultant may rely on a self-insurance program to meet those requirements, but only if the program of self-insurance complies fully with the provisions of the California Labor Code. The insurer shall waive all rights of subrogation against the City and its officers, officials, employees, and volunteers for loss arising from work performed under this Agreement
D	Professional Liability/Errors & Omissions Includes endorsements of contractual liability	\$1,000,000 per occurrence \$2,000,000 policy aggregate; Any deductible or self-insured retention shall not exceed \$150,000 per claim

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

a. All required insurance shall be maintained during the entire term of the Agreement with the following exception: Insurance policies and coverage(s) written on a claims-made basis shall be maintained during the entire term of the Agreement and until three (3) years following termination and acceptance of all work provided under the Agreement, with the retroactive date of said insurance (as may be applicable) concurrent with the commencement of activities pursuant to this Agreement

b. All insurance required above with the exception of Professional Liability, Personal Automobile Liability, Workers' Compensation and Employers Liability, shall be endorsed to name as additional insured: City of Union City, its City Council, and all City officers, agents, employees, volunteers and representatives.

c. For any claims related to this Agreement or the work hereunder, the Consultant's insurance covered 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.

d. Each insurance policy required by this clause 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.

e. **Certificates of Insurance:** Before commencing operations under this Agreement, Consultant shall provide Certificate(s) of Insurance and applicable insurance endorsements, in form and satisfactory to City, evidencing that all required insurance coverage is in effect. The City reserves the rights to require the Consultant to provide complete, certified copies of all required insurance policies.

f. **Subcontractors:** Consultant shall include all subcontractors as an insured (covered party) under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

g. **Claims-made limitations.** The following provisions shall apply if the professional liability coverage is written on a claims-made form:

i. The retroactive date of the policy must be shown and must be before the date of the Agreement.

ii. Insurance must be maintained and evidence of insurance must be provided for at least five years after completion of the Agreement or the work, so long as commercially available at reasonable rates.

iii. 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 must purchase an extended period coverage for a minimum of three (3) years after completion of work under this Agreement.

iv. 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 All Policies Requirements.

a. **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. Insurance shall be maintained through an insurer with a minimum A.M. Best Rating of A- or better, with deductible amounts acceptable to the City. Acceptance of Consultant's insurance by City shall not relieve or decrease the liability of Consultant hereunder. Any deductible or self-insured retention amount or other similar obligation under the policies shall be the sole responsibility of the Consultant.

b. **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.

c. **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).

d. **Waiver of Subrogation.** 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 affect this waiver of subrogation. 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.

4.4 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.

Consultant 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 Consultant’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 Consultant’s obligation to defend and indemnify shall not be excused because of the Consultant’s inability to evaluate Liability or because the Consultant evaluates Liability and determines that the Consultant is not liable to the claimant. The Consultant must respond within 30 days, to the tender of any claim for defense and indemnity by the City, unless this time has been extended by the City. If the Consultant fails to accept or reject a tender of defense and indemnity within 30 days, in addition to any other remedy authorized by law, so much of the money due the Consultant under and by virtue of this Agreement as shall reasonably be considered necessary by the City, may be retained by the City until disposition has been made of the claim or suit for damages, or until the Consultant accepts or rejects the tender of defense, whichever occurs first.

With respect to third party claims against the Consultant, the Consultant waives any and all rights of any type to express or implied indemnity against the Indemnitees.

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

In the event that Consultant or any employee, agent, or subcontractor of Consultant 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, Consultant shall indemnify, defend, and hold harmless City for the payment of any employee and/or employer contributions for PERS benefits on behalf of Consultant 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 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. 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 Subparagraph 1.3; however, otherwise City shall not have the right to control the means by which Consultant accomplishes services rendered pursuant to this Agreement. 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 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, 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, religion, color, national origin, age, physical or mental handicap or disability, medical condition, marital status, sex, or sexual orientation, against any employee, applicant for employment, subcontractor, bidder for a subcontract, or participant in, recipient of, or applicant for any services or programs provided by Consultant under this Agreement. Consultant shall comply with all applicable federal, state, and local laws, policies, rules, and requirements related to equal opportunity and nondiscrimination in employment, contracting, and the provision of any services that are the subject of this Agreement, including but not limited to the satisfaction of any positive obligations required of Consultant thereby.

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 thirty (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 work product, including, but not limited to 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.

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 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 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 Section 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 paper materials on paper containing a minimum of 30% post-consumer recycled content when they are available in the marketplace at equal or less cost than virgin paper and are equal in performance to 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 Sections 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 twelve 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 Government Code § 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 Government Code § 1090 and, if applicable, will be disqualified from holding public office in the State of California.

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, or his designee, identified as **Farooq Azim** ("Contract Administrator"). All correspondence, meeting documentation, invoices and project deliverables shall be directed to or through the Contract Administrator.

Farooq Azim, P.E.
City Engineer
City of Union City
34009 Alvarado-Niles Road
Union City, CA 94587
FarooqA@unioncity.org

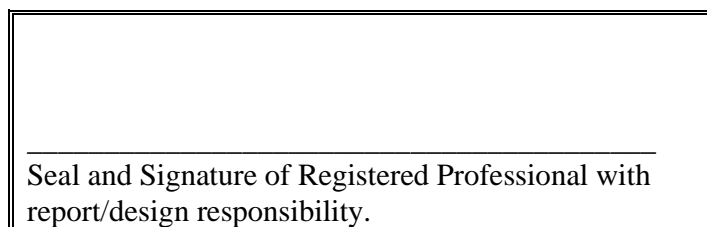
10.10 Notices. Any written notice to Consultant shall be sent to:

Craig Geis
President
Cal-West Lighting and Signal Maintenance, Inc.
530 North Marburg Way
San Jose, CA 95133
cgeis@calwestlighting.com

All other written notices to City shall be sent to:

Joan M. Malloy City Manager City of Union City 34009 Alvarado Niles Rd. Union City, CA 94587	<u>with a copy to</u>	Kristopher J. Kokotaylo, City Attorney City of Union City 34009 Alvarado Niles Rd. Union City, CA 94587
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10.12 Professional Seal. Where applicable in the determination of the contract administrator, the first page of a technical report, first page of design specifications, and each page of construction drawings shall be stamped/sealed and signed by the licensed professional responsible for the report/design preparation. The stamp/seal shall be in a block entitled "Seal and Signature of Registered Professional with report/design responsibility," as in the following example.



10.13 Integration. This Agreement, including the scope of work attached hereto and incorporated herein as Exhibit A 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 Work
<u>Exhibit B</u>	Compensation
<u>Exhibit C</u>	Public Works Requirements

10.14 Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be an original and all of which together shall constitute one agreement.

SIGNATURES ON FOLLOWING PAGE

The Parties have executed this Agreement as of the Effective Date.

CITY OF UNION CITY

**CAL-WEST LIGHTING AND SIGNAL
MAINTENANCE, INC.**

JOAN MALLOY, CITY MANAGER

Craig H. Geis Jr.

CRAIG GEIS, PRESIDENT

ATTEST:

ANNA M. BROWN, CITY CLERK

APPROVED AS TO FORM:

KRISTOPHER J. KOKOTAYLO
CITY ATTORNEY

3695229.2
Version 3.2.21

EXHIBIT A

SCOPE OF WORK

WORK PLAN/APPROACH

We understand the City of Union City's program requirements and are ready to continue providing the staff and equipment needed to service the City. Cal-West agrees to furnish all labor, tools and equipment, and materials necessary to perform services needed to properly maintain the Signalized Intersections owned by City of Union City. The Contract covers the Traffic Signal system, the interconnect system, safety lighting, IISNS signs, Battery Back-Up system, the Emergency Pre-emption system, CCTV and On-Street masters.

It is understood that all services including labor, tools and equipment, materials furnished, and work performed will be done in a good and workmanlike manner by Cal-West and is subject to the inspection and approval of the City and its inspectors or representatives.

- Cal-West agrees to supply and perform a continuous and comprehensive Routine Traffic Signal support program and shall maintain a detailed record listing the Date received, the Date serviced, all work performed, and all materials used upon responding to any service call. Any parts found to be worn out or defective in which case could cause a Traffic Signal to fail or malfunction will be repaired or replaced with same or equivalent as approved by the City Engineers.
- *Cal-West agrees that any work performed, or materials used during the allotted period of Scheduled Maintenance shall have **"NO ADDITIONAL LABOR CHARGE"** and shall cost the rate of materials only.*
- Cal-West shall perform other maintenance related work other than described above as requested and/or directed by the City. Cal-West agrees to provide the same services for the repair, replacement, or servicing of equipment that the City may own and call upon from time to time.
- Cal-West shall designate representatives who will be available to the Engineer for consultation upon request.
- Cal-West shall immediately notify the City's Police/Sheriff Department and the Engineer of any Signal turn-offs or Signal on Flash necessitated by their operations in excess of fifteen (15) minutes.
- Cal-West shall maintain adequate storage and shop facilities and a sufficient stock of fully tested controllers, spare parts and signal equipment to effectively maintain Traffic Signals.
- Cal-West shall either hold in its shop and storage facilities, or deliver to a location designated in the City, any salvageable equipment or material as per direction of the Engineer. Cal-West shall properly dispose of any equipment declared non-salvageable as per direction of the Engineer.
- Permanent repair work of proposals generated from normal maintenance and emergency response shall be completed as soon as possible and in all cases within twenty-one (21) calendar days or less, unless extended in writing by the City Engineer.

- Cal-West has never issued a change order on any quotes/proposals that we provide. We stand behind our estimates and pricing. Our estimators and project managers review the scope of your project, discuss any details and timelines required to ensure meeting/exceeding our Cities/Counties expectations.
- **On-Line Electronic Record System**
Our web-hosted computerized routine and emergency maintenance reporting program was developed and designed by Cal-West in conjunction with our software provider. The program is configured to our specific Traffic Signal Maintenance Programs. Our user-friendly system captures full routine maintenance, emergency calls, and all equipment inventory records. This system is available to the City and will be available at no cost to the City.

Cal-West has not been terminated from any maintenance contracts and has never failed to satisfactorily complete any work awarded.

TASK 1 - ROUTINE MONTHLY MAINTENANCE (Traffic Signals)

TASK 1A- Preventive Monthly Maintenance (routine)

1. Inspect Signal Controller and Cabinet Contents for proper functioning to include:
 - a. Check general overall appearance of Controller Cabinet, Type 3 Service and Battery Back-Up Cabinets (vacuum if necessary)
 - b. Check presence of Signal Cabinet Wiring Schematics and Records
 - c. Verify current Signal Controller Timing-Logs
 - d. Verify Programmed Signal Controller Timing matches Intersection Timing-Logs
 - e. Signal Controller and Conflict Monitor functioning in relation to traffic
 - f. Loop Detector Amplifiers (tune if necessary)
 - g. Video Detection Unit/Camera Alignment (if applicable)
 - h. Load Switches and Relays
 - i. Light Switches and Ground-Fault Receptacles
 - j. Cabinet Fan and Thermostat
 - k. Battery Back-Up Unit charging system (if applicable)
 - l. Inspect Pre-emption System
 - m. Inspect Signal Interconnect
 - n. Wire Terminals for corrosion and integrity of all wire connections (including BBS battery terminals)
 - o. Ground Rod and Grounding System for corrosion and integrity of wire connections
 - p. Cabinet Filter for cleanliness and serviceability (clean or vacuum if necessary)
 - q. Weather-proof gasket on Controller Cabinet and all other associated Cabinets
 - r. Inspect hinges and door locking mechanisms and lubricate if needed
2. Inspect Intersection for proper functioning to include:
 - s. Vehicular Signals for alignment, paint, outages, bent, broken, corroded hardware
 - t. Pedestrian Signals and Audibles for alignment, paint, outages, bent, broken, corroded hardware
 - u. Ped Push-Buttons for Signal Controller actuation and bent, broken, corroded hardware
 - v. Signal Poles for paint, dents or cracks and missing hand hole covers
 - w. Pull-Boxes for cracked, broken or missing lids.

- x. Loops in Roadway for exposed, torn, or broken wires
- 3. Record Date and Time along with findings and work performed

TASK 1B - Preventive Semi-Annual Maintenance (to coincide with monthly)

- 1. Take voltage measurements from Back-Up Batteries
- 2. Test Battery Back-Up by disconnecting PG&E power at service cabinet
- 3. Visually check integrity of wire splices
- 4. Adjust all mast arm mounted street name signs as needed
- 5. Record Date and Time along with findings and work performed

TASK 1C - Preventive Annual Maintenance (to coincide with monthly and semi-annual)

- 1. Inspect Utility Electrical Service Cabinet and hardware supplying power to Signal Controller Cabinet
- 2. Take voltage measurements at service inputs to Signal Controller Cabinet from Utility Service Feed
- 3. Take voltage measurements at BBS inputs from Utility Service Feed (if applicable)
- 4. Take voltage measurements at service inputs to Signal Controller Cabinet from BBS (if applicable)
- 5. Replace Signal Cabinet Filter if nylon-mesh type
- 6. Vacuum and clean Signal Cabinet Filter if aluminum-mesh type
- 7. Inspect hinges and locking mechanisms on All Signal Associated Cabinets and lubricate if needed
- 8. Record Date and Time along with findings and work performed

TASK 2 - MONTHLY MAINTENANCE (Extras)

- 1. Items not listed in “**Routine Maintenance**” shall be billed as “**Maintenance Extras**” in accordance with and outlined under Labor and Equipment, and Material Rates to include:
 - a. Emergency service calls such as but not limited to Signal Controller malfunction or knock-downs
 - b. Work performed or materials used outside of the allotted period of Scheduled Maintenance or malfunctions caused by vandalism, pole or equipment knock-down, lightning strike, earthquake, or other acts of God
 - c. The correction, repair or replacement of materials or equipment installed or modified by another party other than Cal-West.

ANNUAL MAINTENANCE ESTIMATED COSTS:

Task 1 - Routine Traffic Signal Maintenance	\$ 61,200
Task 2 - Maintenance Extras (Emergency Calls)	\$ 45,600
Task 2 - Maintenance Extras (Projects/Knockdowns)	\$ 93,200
Total Annual Maintenance Costs	\$ 200,000
Total Contract Cost for 2 Years	\$ 400,000

EXHIBIT B

COMPENSATION

TASK 1 - A,B,C-ROUTINE MONTHLY MAINTENANCE (Traffic Signals)

- Routine Traffic Signal Maintenance rates are set under the assumption of Routine services being performed within one (1) hour or less per-intersection.
- **Traffic Signals:** Routine Maintenance of Traffic Signals shall cost the rate of seventy dollars (\$70.00) per-intersection per-monthly inspection.

Any work performed or materials used during the allotted period of Scheduled Maintenance shall have

“NO ADDITIONAL LABOR CHARGE”

and shall cost the rate of materials only, listed under “Material Rates”

TASK 2 - MONTHLY MAINTENANCE EXTRAS

Items not listed in “**Routine Maintenance**” shall be billed as “**Maintenance Extras**” in accordance with and outlined under Labor and Equipment, and Material Rates to include:

- a. Emergency service calls such as but not limited to Signal Controller malfunction or knock-downs
- b. Work performed or materials used outside of the allotted period of Scheduled Maintenance or malfunctions caused by vandalism, power issues, pole or equipment knock-down, lightning strike, earthquake, or other acts of God
- c. The correction, repair, or replacement of materials or equipment installed or modified by another party other than Cal-West

Labor and Equipment Billing

- A. Normal Straight-Time rates apply between the day-time hours of: 0700hrs to 1600hrs
Over-time rates apply between the Evening hours of: 1600hrs to 0700hrs
- B. Normal Straight-Time rates apply during normal business hours Monday-thru-Friday
Over-Time rates apply after normal business hours, Weekends, and Holidays
- C. There shall be **no half hour or hour minimum charge** on day-time calls
Labor and Equipment charges for Day-Time calls shall be billed in fifteen (15) minute increments
- D. There shall be a two (2) hour minimum charge for Emergency calls in the Evening hours
Evening calls, after the two (2) hour minimum, shall be billed in fifteen (15) minute increments

Labor:

	<u>Straight-Time</u>	<u>Over-Time</u>
Traffic Signal Technician:	\$ 130.00 / hr	\$ 220.00 / hr
General Laborer:	\$ 75.00 / hr	\$ 115.00 / hr

Equipment:

	<u>Straight-Time</u>	<u>Over-Time</u>
Service (Bucket) Truck:	\$ 30.00 / hr	\$ 30.00 / hr
Crane (Boom) Truck:	\$ 30.00 / hr	\$ 30.00 / hr
Dump Truck:	\$ 25.00 / hr	\$ 25.00 / hr

Additional:

	<u>Straight-Time</u>	<u>Over-Time</u>
General Service Ladder Truck/Man	\$ 160.00 / hr	\$ 250.00 / hr
Crane and Mane Pole Knockdown Service:	\$ 160.00 / hr	\$ 250.00 / hr
Second Man for Knowdown Service:	\$ 100.00 / hr	\$ 140.00 / hr

Material Rates

MATERIALS: All material rates shall be set at invoice cost plus an overhead mark-up of: **10%**

*Rates are subject to 4% annual increase pursuant to the Bay Area Consumer Price Index

EXHIBIT C

PUBLIC WORKS REQUIREMENTS

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 eight hours during any one calendar day, and forty hours during any one calendar week, except in accordance with California Labor Code Section 1815, which provides that work in excess of eight hours during any one calendar day and forty hours during any one calendar week is permitted upon compensation for all hours worked in excess of eight hours during any one calendar day and forty 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 Labor Code Section 1775, the Consultant and any subcontractors engaged in performance of the services described in Exhibit A shall comply Labor Code Section 1775, which establishes a penalty of up to \$50 per day 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 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 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 Contractor 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.

DIR REGISTRATION

Consultant shall be currently registered with the Department of Industrial Relations and qualified to perform public work consistent with Labor Code section 1725.5, except in limited circumstances as set forth in Labor Code section 1771.1. 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.

RESOLUTION NO. XXXX-23

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF UNION CITY
AUTHORIZING THE CITY MANAGER TO EXECUTE A CONSULTING SERVICES
AGREEMENT WITH CAL-WEST LIGHTING AND SIGNAL MAINTENANCE, INC.,
IN THE AMOUNT OF \$400,000, FOR A TWENTY-TWO-MONTH PERIOD, FOR
TRAFFIC SIGNAL MAINTENANCE, ON-CALL SUPPORT, AND EMERGENCY
REPAIR SERVICES, CITY PROJECT NO. 23-20, AND APPROPRIATING \$100,000
FROM THE UNASSIGNED FUND BALANCE OF THE MEASURE F VEHICLE
REGISTRATION FEE FUND**

WHEREAS, the City of Union City owns and maintains sixty-one (61) existing traffic signals, one High Intensity Activated Crosswalk (HAWK) system, one flashing beacon, and two Rectangular Rapid Flashing Beacons (RRFB) crossings within the City; and

WHEREAS, the City receives federal, state, and local transportation funds for traffic signal improvements and equipment upgrades to support the City's Capital Improvement Program (CIP); and

WHEREAS, on February 28, 2023, the City of Union City released a Request for Proposal for Traffic Signal Maintenance, On-Call Support, and Emergency Repair Services Project, City Project No. 23-20; and

WHEREAS, on March 30, 2023, the City of Union City received four proposals from DC Electric Group Inc., Bear Electrical Solutions, St. Francis Electric, and Cal-West Lighting and Signal Maintenance, Inc. Subsequent interviews were held, with the selection panel consisting of Public Works staff, and the panel selected Cal-West Lighting and Signal Maintenance, Inc. because of their project understanding, project qualifications, local knowledge, similar project experience, competitive service fees, and favorable reference checks; and

WHEREAS, Cal-West Lighting and Signal Maintenance, Inc. will perform a continuous and comprehensive routine traffic signal maintenance and support program, and respond to emergency services for repairs/replacement on the City's traffic signals to ensure safe and sound signalized intersections operations; and

WHEREAS, the Consulting Services Agreement with Cal-West Lighting and Signal Maintenance, Inc. in the amount of \$400,000, for Traffic Signal Maintenance, On-Call Support, and Emergency Repair Services, City Project No. 23-20, has a twenty-two-month term with an option, if mutually agreeable by the City and Cal-West, for a third year; and

WHEREAS, \$50,000 has been budgeted in Fiscal Year 2023-2024 in both the Measure F Vehicle Registration Fee (VRF) Fund (Fund 2544) and the Traffic Signalization Fund (Fund 2610) for Traffic Signal Maintenance, On-Call Support, and Emergency Repair Services, City Project No. 23-20; and

WHEREAS, funds are available in the unassigned fund balance of the Measure F Fund to cover the shortfall of \$100,000 in Fiscal Year 2023-2024; and

WHEREAS, \$70,000 has been budgeted in Fiscal Year 2024-2025 in the Measure F Vehicle Registration Fee Fund (Fund 2544) and \$50,000 has been budgeted in Fiscal Year 2024-2025 in the Traffic Signalization Fund (Fund 2610) for Traffic Signal Maintenance, On-Call Support, and Emergency Repair Services, City Project No. 23-20; and

WHEREAS, funds are available in the unassigned fund balance of the Measure F Fund to cover the shortfall of \$80,000 in Fiscal Year 2024-2025 and will be included in the Fiscal Year 2024-2025 budget appropriations resolution to be presented in June 2024.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Union City hereby authorizes the City Manager to execute the Consulting Services Agreement with Cal-West Lighting and Signal Maintenance, Inc., in the amount of \$400,000, for a twenty-two-month period, for Traffic Signal Maintenance, On-Call Support, and Emergency Repair Services, City Project No. 23-20; and

BE IT FURTHER RESOLVED that the City Council of the City of Union City hereby approves an appropriation of \$100,000 from the unassigned fund balance of the Measure F Vehicle Registration Fee Fund in Fiscal Year 2023-2024 to Account Number 2544-3199-92320-54111 for Traffic Signal Maintenance, On-Call Support, and Emergency Repair Services Project, City Project No. 23-20.

PASSED, APPROVED, AND ADOPTED by the City Council of the City of Union City at a regular meeting held on the 26th day of September 2023, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

APPROVED:

CAROL DUTRA-VERNACI
Mayor

ATTESTED:

APPROVED AS TO FORM:

ANNA M. BROWN
City Clerk

KRIS KOKOTAYLO
City Attorney



Agenda Item

DATE: 9/26/2023

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: MARILOU AYUPAN, PUBLIC WORKS DIRECTOR

SUBJECT: ADOPT A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A CONTRACTUAL SERVICES AGREEMENT WITH THE PROFESSIONAL TREE CARE COMPANY, IN THE AMOUNT OF \$310,250, FOR THE ANNUAL TREE PRUNING & REMOVAL PROJECT, CITY PROJECT NO. 24-10, AND APPROVING A CONTRACT AMOUNT UP TO \$365,000, WHICH INCLUDES A CONTINGENCY OF \$54,750, FOR FISCAL YEAR 2023-2024; AND AUTHORIZING THE CITY MANAGER, IN HER SOLE DISCRETION, TO EXERCISE THE OPTION TO EXTEND THE AGREEMENT FOR A SECOND YEAR, FOR AN ADDITIONAL AMOUNT UP TO \$365,000, FOR FISCAL YEAR 2024-2025

Staff recommends that the City Council adopt a resolution authorizing the City Manager to execute a contractual services agreement with The Professional Tree Care Company, in the amount of \$310,250, for the Annual Tree Pruning & Removal Project, City Project No. 24-10, and approving a contract amount up to \$365,000, which includes a contingency of \$54,750, for Fiscal Year 2023-2024; and authorizing the City Manager, in her sole discretion, to exercise the option to extend the agreement for a second year, for an additional amount up to \$365,000, for Fiscal Year 2024-2025.

STRATEGIC PLAN ALIGNMENT

This agenda item is in alignment with the following:

Goal D, Strategy 2 Environmental Sustainability and Infrastructure – Implement the City’s capital improvement plan.

BACKGROUND

Union City has over fifty thousand City-maintained trees in parks, public streets and around City facilities. On a rotating basis, trees are inspected, trimmed, pruned, and, on rare occasions, removed based on criteria that

balances the protection of the tree as an investment with safety and aesthetics. Each year, the Public Works Grounds Division reviews the tree pruning needs of the City and makes recommendations as to which trees, in which neighborhoods, should be pruned. A project is then prepared and advertised for bids.

In addition to tree pruning, the project also includes up to 60 hours of emergency response time for the contractor to mobilize manpower and equipment during storm events to clear incidents of fallen branches or trees in the public right-of-way. This takes the pressure off City crews to respond to these incidents as they are often occupied with other storm-related tasks and have limited capacity.

Stump grinding is not included in the project because the City has the ability to do that work with its own crews.

DISCUSSION

The Request for Proposals for the 2023-2024 Tree Pruning Project, City Project No. 24-10 was made available on July 13, 2023, on the City website, as well as being sent to the active builder exchanges listed in the California Uniform Construction Cost Accounting Commission's *Cost Accounting Policies and Procedures Manual 2019 Edition* and published in the TriCity Voice newspaper for three consecutive weeks, beginning with the July 18, 2023, edition. Four (4) bids were received and were opened on August 8, 2023, at 2 p.m. at City Hall.

A total of four (4) bids were received and opened, with bids ranging from the lowest bid at \$277,350 and the highest bid at \$426,900. The lowest bidder was Greenfield Tree Services of Vallejo, California. However, their bid was found to be non-responsive due to the following:

- Lack of valid bid bond in sealed bid
- Lack of notarization of required bid documentation

Notification of disqualification was communicated and sent by letter on August 15, 2023.

The next lowest responsive bidder was The Professional Tree Care Company of Berkeley, California, with a base bid amount of \$310,250. Notice of this selection was given on August 21, 2023.

FISCAL IMPACT

Staff recommends a total budget of \$365,000 per fiscal year, which will award the proposed project in the base bid amount of \$310,250 with \$54,750 in contingency (approximately 18%). The contingency will allow the City to respond to emergency situations, such as fallen trees during major storm and strong wind events, and other unplanned tree maintenance at bid unit prices.

Maintenance contract amount per FY	\$310,250
Contingency (~18% of maintenance contract) per FY	\$54,750
Overall estimated maintenance cost per FY	\$365,000

The approved 5-year Capital Improvement Plan (CIP) has identified the following project funding sources for FY 2023-2024 and FY 2024-2025:

FY 2023-2024		
Gas Tax Fund	2510-3199-92410-54111	\$200,000

Lighting & Landscaping Fund	2591-3199-92410-54111	\$165,000
Overall annual funding from all sources		\$365,000
FY 2024-2025		
Gas Tax Fund	2510-3199-92410-54111	\$200,000
Lighting & Landscaping Fund	2591-3199-92410-54111	\$165,000
Overall annual funding from all sources		\$365,000
Total overall funding from all sources		\$730,000

RECOMMENDATION

Staff recommends that the City Council adopt a resolution authorizing the City Manager to execute a contractual services agreement with The Professional Tree Care Company, in the amount of \$310,250, for the Annual Tree Pruning & Removal Project, City Project No. 24-10, and approving a contract amount up to \$365,000, which includes a contingency of \$54,750, for Fiscal Year 2023-2024; and authorizing the City Manager, in her sole discretion, to exercise the option to extend the Agreement for a second year, for an additional amount up to \$365,000, for Fiscal Year 2024-2025.

Prepared by:

Jesus Banuelos, Parks and Grounds Supervisor

Submitted by:

Marilou Ayupan, Public Works Director

ATTACHMENTS:

Description	Type
☐ Attachment 1 - Notice of Bid	Attachment
☐ Attachment 2 - Service Agreement	Attachment
☐ Resolution	Resolution
☐ Exhibit A - Bid Summary	Exhibit
☐ Exhibit B - Bid Tabulation	Exhibit

**CITY OF UNION CITY
DEPARTMENT OF PUBLIC WORKS
CITY PROJECT NO. 23-10
NOTICE TO CONTRACTORS**

Sealed proposals for the work shown on the plans entitled: **2023 TREE PRUNING PROJECT, CITY PROJECT NO. 23-10**, will be received at the office of the City Clerk of the City of Union City, City Government Building, 34009 Alvarado-Niles Road, Union City, California, until **Tuesday, August 8th, 2023, 2:00PM PST**, at which time they will be publicly opened and read in the Council Chambers of said building. The engineer's estimate for this project is **\$300,000**.

The Contractor shall possess a Class D-49 California contractor's license at the time this contract is awarded.

Bids are required for the entire work described herein. This contract is subject to the State contract nondiscrimination and compliance requirements pursuant to Government Code Section 12990.

Bid Package & Bid Package Location. All of the project work is to be done in accordance with the bid package on file with the Public Works Department - City of Union City, 34009 Alvarado-Niles Road, Union City, California 94587. Eligibility to bid on this project requires bid package to be electronically obtained from the City. Bid package may be obtained at no charge via email request to the City at publicworks@unioncity.org. Non-biddable plans and specifications shall be available to view at various Builders' Exchanges throughout the Bay Area and on the City of Union City website at www.unioncity.org.

General Work Description: The work to be done, in general, consists of tree pruning services with a small allowance for tree removal and emergency call out work. As the City's annual tree maintenance contract, the project duration is one-year, with the possibility of being extended an additional year.

All questions should be emailed or fax to Jesus Banuelos of City of Union City, email: jesusb@unioncity.org or fax to (510) 489-9468. The successful bidder shall furnish a Payment Bond, a Performance Bond, and a Maintenance Bond.

Minimum wage rates for this project as predetermined by the Secretary of Labor are set forth in the special provisions. If there is a difference between the minimum wage rates predetermined by the Secretary of Labor and prevailing wage rates determined by the Department of Industrial Relations for similar classifications of labor, the contractor and his subcontractors shall pay not less than the higher wage rates.

Pursuant to Section 1773 of the Labor Code, the general prevailing rate of wages in the county in which the work is to be done has been determined by the Director of the wage rates appear in the Department of Transportation publication entitled General Prevailing Wage Rates, (current semi-annual which have been predetermined and are on file with the Department of Industrial Relations are referenced but not printed in said publication.

CITY OF UNION CITY
34009 Alvarado-Niles Road
Union City, California 94587

**AGREEMENT
THE PROFESSIONAL TREE CARE COMPANY
2023-2024 TREE PRUNING PROJECT
CITY PROJECT NO. 24-10**

The City of Union City ("City") enters into this contract ("Agreement"), dated for reference purposes only, with **THE PROFESSIONAL TREE CARE COMPANY** ("Contractor").

RECITALS

1. NOTICE INVITING BIDS. The City gave Notice Inviting Bids for the submission of bids on or before **2:00 PM PST on August 8, 2023**, for the **2023-2024 TREE PRUNING PROJECT, City Project No. 24-10** ("Project"), by published notice and/or posting in accordance with California Public Contract Code Section 20164 and other applicable laws and regulations.
2. BID OPENING. At **2:00 PM PST on August 8, 2023**, City representatives opened the bids for the Project and read the bids aloud.
3. PROJECT AWARD. On the date of **September 26, 2023**, the City Council awarded the Project to the Contractor and directed City staff to send the Contractor written Notice of Award of the project. The City Council conditioned the award of the project on the Contractor's providing complete, accurate, and executed copies of all documents specified in the Contract Check List included in the bid package within ten (10) working days of receiving written Notice of Award of the project.
4. REQUIRED DOCUMENTS. The Contractor has provided the City with complete, accurate, and executed copies of all documents specified in the Contract Check List included in the bid package within ten (10) working days of receiving written Notice of Award.

AGREEMENT TERMS

The City and the Contractor agree as follows:

1. THE WORK. The Contractor shall furnish all equipment, tools, apparatus, facilities, services, labor, materials, and skill necessary to perform and complete in a good and workmanlike manner the construction of the Project ("Work") as shown in the bid package and in accordance with the Contract Documents and applicable laws and regulations.
2. LOCATION OF WORK. The Work will be performed at the location(s) listed in the Project Plans and Technical Specifications.

3. TIME FOR COMPLETION. The Contractor must complete the Work in accordance with the Contract Documents within **One Calendar Year** from the date specified in the City's Notice to Proceed ("Time for Completion").
4. REMEDIES FOR FAILURE TO TIMELY COMPLETE THE WORK. If the Contractor fails to fully perform the Work in accordance with the Contract Documents by the Time for Completion, or as such time may be amended by Change Order or other amendment or modification to this Agreement in accordance with its terms and conditions, and/or if the Contractor fails, by the Time for Completion, to fully perform all of the Contractor's obligations under this Agreement that have accrued by the Time for Completion, the Contractor will become liable to the City for all resulting loss and damage in accordance with the Contract Documents and applicable laws and regulations. The City's remedies for the Contractor's failure to perform include, but are not limited to, an assessment of **Liquidated Damages** of no more than **\$500 per day** for each and every calendar day's delay in finishing the work in accordance with California Government Code Section 53069.85 and the Contract Documents, and/or obtaining or providing for substitute performance in accordance with the Contract Documents. In addition, further requirements for timely completion of individual portions of the project are listed in the General and Special Conditions, Project Plans and Technical Specifications.
5. CONTRACT PRICE AND PAYMENT. As full compensation in consideration of completion of the Work in accordance with the Contract Documents and in consideration of the fulfillment of all of the Contractor's obligations under the Contract Documents, the City will pay the Contractor in lawful money of the United States the total price of **Three Hundred Ten Thousand Two Hundred Fifty (\$310,250) Dollars** (the "Contract Price") as specified in the Contractor's completed Bid Schedule form dated **August 4, 2023**, and attached to and incorporated in this Agreement. Payment to the Contractor under this Agreement will be for Work actually performed in accordance with the Contract Documents and will be made in accordance with the requirements of the Contract Documents and applicable laws and regulations. The City will have no obligation to pay the Contractor any amount in excess of the Contract Price unless this Agreement is first modified in accordance with its terms. The City's obligation to pay the Contractor under this Agreement is subject to and may be offset by charges that may apply to the Contractor under this Agreement. Such charges include, but are not limited to, charges for liquidated damages and/or substitute performance in accordance with the Contract Documents.
6. PREVAILING WAGES. In accordance with California Labor Code Section 1771, not less than the general prevailing rate of per diem wages for work of a similar character in the locality in which the Work is to be performed, and not less than the general prevailing rate of per diem wages for holiday and overtime work fixed as provided in the California Labor Code must be paid to all workers engaged in performing the Work. In accordance with California Labor Code Section 1770 and following, the Director of Industrial Relations has determined the general prevailing wage per diem rates for the locality in which the Work is to be performed. In accordance with California Labor

Code Section 1773, the City has obtained the general prevailing rate of per diem wages and the general rate for holiday and overtime work in the locality in which the Work is to be performed for each craft, classification or type of worker needed to perform the project. In accordance with California Labor Code Section 1773.2, copies of the prevailing rate of per diem wages are on file at the City Public Works Department

- City of Union City, 34009 Alvarado-Niles Road, Union City, California 94587, and will be made available on request. Throughout the performance of the Work the Contractor must comply with all provisions of the Contract Documents and all applicable laws and regulations that apply to wages earned in performance of the Work.

Contractor agrees, in accordance with Section 1771.1 of the California Labor Code, that Contractor or any subcontractor 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. Contractor 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.

7. THE CONTRACT DOCUMENTS. This agreement consists of the following documents ("Contract Documents"), all of which are incorporated into and made a part of this agreement as if set forth in full. In the event of a conflict between or among the Contract Documents, precedence will be in the following order:
 - 7.1 This agreement and change orders and other amendments to this agreement signed by authorized representatives of the City and the Contractor.
 - 7.2 The Special Conditions, General Conditions and change orders and other amendments to the General Conditions signed by authorized representatives of the City and the Contractor.
 - 7.3 The Technical Specifications, addenda to the Technical Specifications signed by authorized representatives of the City and issued prior to bid opening, Equal Product Proposals accepted by the City and signed by

authorized City representatives prior to bid opening, and change orders and other amendments to the Technical Specifications signed by authorized representatives of the City and the Contractor.

- 7.4 The Project Plans, addenda to the Project Plans signed by authorized representatives of the City and issued prior to bid opening, Equal Product Proposals accepted by the City and signed by authorized City representatives prior to bid opening and change orders and other amendments to the Project Plans signed by authorized representatives of the City and the Contractor.
- 7.5 Notice Inviting Bids
- 7.5 Contract Check List and Bidder's Check List, and Addenda to the Contract Check List and Bidder's Check List signed by authorized representatives of the City and issued prior to bid opening.
- 7.6 Proposal to the City Council, Bid Schedule, List of Subcontractors and Bid Label, and amendments to the Proposal to the City Council, Bid Schedule, List of Subcontractors and Bid Label that are written and initialed by the individual signing the bid.
- 7.7 Bidder's Bond and amendments to the Bidder's Bond written and initialed by the individual signing the bid; Performance Bond and Payment/Labor and Materials Bond signed by the Contractor and the Surety; and Maintenance Bond, which must be executed prior to release of final payment under the Contract Documents, signed by the Contractor and the Contractor's surety or sureties.
- 7.8 Optional Escrow Agreement for Security Deposits in Lieu of Retention.
- 7.9 Release Forms, if applicable.
- 7.10 Certificates of Insurance and Endorsements.
- 7.11 Title 23, United States Code Section 112 No-collusion Statement.
- 7.12 California Public Contract Code Section 10285.1 Statement; California Public Contract Code Section 10162 Questionnaire; California Public Contract Code Section 10232 Statement; and California Public Contract Code Section 7106 Noncollusion Declaration to be Executed by Bidder and Submitted with Bid.
- 7.13 Form 1093 Affirmative Action Program Amendment to Subcontract; Form 1094

Questionnaire on Personnel Practices for Contractors; Form 1095 Notice:
This Company is an Equal Opportunity Employer; and Experience and
Financial Questionnaire.

8. INTERPRETATION OF CONTRACT DOCUMENTS. Any question concerning the intent, nature, scope or meaning of any provision of the Contract Documents, including, but not limited to, the Project Plans and Technical Specifications, must be submitted to the Public Works Director, or his/her designee, for issuance of an interpretation and/or decision on behalf of the City and in accordance with the requirements of the Contract Documents. Interpretations or decisions by any other person concerning the Contract Documents will not be binding on the City. The decision of the Public Works Director, or his/her designee, is binding on the Contractor and shall be final.
9. ASSIGNMENT PROHIBITED. The Contractor may not assign part or all of this Agreement, or any moneys due or to become under this Agreement, or any other right or interest of the Contractor under this Agreement, or delegate any obligation or duty of the Contractor under this Agreement, without the prior written approval of an official authorized to bind the City and an authorized representative of Contractor's surety or sureties. Any such purported assignment or delegation without such written approval on behalf of the City and the Contractor's surety or sureties will be void and a material breach of this Agreement subject to all available remedies under the Contract Documents and at law and equity.
10. CERTIFICATION RE CONTRACTOR'S LICENSE. By signing this Agreement the Contractor certifies that the Contractor holds a valid **C-61/D49, C27, C21 and C31** issued by the Contractors State License Board of California, and that the Contractor understands that failure to maintain its license(s) in good standing throughout the performance of the Work may result in discipline and/or other penalties pursuant to the California Public Contract Code, California Business and Professions Code and other applicable laws and regulations, and may constitute a material breach of this Agreement subject to all available remedies under the Contract Documents and at law and equity.
11. NOTICE OF THIRD-PARTY CLAIMS. Pursuant to Public Contracts Code section 9201, the City shall provide the Contractor with timely notice of claims relating to this Contract filed by third parties no later than ten (10) business days from the date of receipt of the claim. The Contractor shall be responsible for reimbursing the City for its reasonable costs in providing the notification.
12. SEVERABILITY. If any term or provision or portion of a term or provision of this Agreement is declared invalid or unenforceable by any court of lawful jurisdiction, then the remaining terms and provisions or portions of terms or provisions will not be affected thereby and will remain in full force and effect.

Executed on _____, by

CITY OF UNION CITY,

A Municipal Corporation

**THE PROFESSIONAL TREE CARE
COMPANY**

JOAN MALLOY, CITY MANAGER



CHARLES SLESINGER,
BID COORDINATOR

ATTEST:

ANNA M. BROWN
CITY CLERK

APPROVED AS TO FORM:

KRISTOPHER J. KOKOTAYLO
CITY ATTORNEY

CITY OF UNION CITY
34009 Alvarado-Niles Road
Union City, California 94587

PERFORMANCE BOND

.... KNOW ALL MEN BY THESE PRESENTS:

....WHEREAS the City Council of the City of Union City has awarded to **THE PROFESSIONAL TREE CARE COMPANY**, (designated as the "PRINCIPAL") a contract for the **2023-2024 TREE PRUNING PROJECT, City Project No. 24-10**, which contract and all of the contract documents as defined therein (designated as the "Contract") are hereby made a part hereof; and

WHEREAS, said PRINCIPAL is required under the terms of the Contract to furnish a bond for the faithful performance of the Contract;

NOW, THEREFORE, WE, the PRINCIPAL and Western Surety Company as surety (designated as "SURETY"), an admitted surety insurer authorized to do business in the State of California, are held and firmly bound unto the City (designated as "OBLIGEE"), in the penal sum of **Three Hundred Ten Thousand Two Hundred Fifty (\$310,250) Dollars** lawful money of the United States for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, and administrators, and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that, if the above bound PRINCIPAL, his or its heirs, executors, administrators, successors, or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and agreements in the Contract and any alteration thereof made as therein provided, on his or their part to be kept and performed at the time and in the manner therein specified and in all respects according to their true intent and meaning, and shall defend, indemnify and save harmless the OBLIGEE, it's officials, officers, employees, volunteers and agents, as therein stipulated, then this obligation shall become null and void, otherwise it shall be and remain in full force and virtue.

And the said SURETY, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or to the work to be performed thereunder or to the specifications or the plans accompanying the same or to any other part of the contract documents, as defined therein, shall in any way affect said SURETY's obligation on this bond, and the SURETY does hereby waive notice of any such change, extension of time, alteration or addition.

1. And the said SURETY, for value received, hereby stipulates and agrees that upon termination of the Principal's control of Work for any of the reasons specified in Sections 11.2.1.1 through 11.2.1.6 of the General Conditions of the Contract, the OBLIGEE

reserves the right to refuse tender of the PRINCIPAL by the SURETY to complete the Contract work.

2. If any action shall be brought by the OBLIGEE upon this bond, a reasonable attorney's fee, to be fixed by the court, shall be and become a part of the OBLIGEE's judgment in any such action.

IN WITNESS WHEREOF, the above-bound parties have executed this instrument under their several seals this 18th day of September, 2023, the name and corporate seals of each corporate party being hereto affixed and these presents duly signed by their undersigned representatives, pursuant to authority of their governing bodies.

(Corporate Seal)

PRINCIPAL The Professional Tree Care Co.

By: 

(Acknowledgement)

Title: Bid Goodman

(Corporate Seal)

SURETY Western Surety Company

By: 

(Attorney-in-fact)

(Acknowledgement)

Title: Jocelyn Y. Quirt, Attorney-in-Fact

(NOTE TO SURETY COMPANY: A certified copy of unrevoked resolution of authority for the attorney-in-fact must be submitted with and attached to the executed bid bond.)

ACKNOWLEDGMENT

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

State of California
County of Calaveras

On September 18, 2023 before me, Sarah Pflug, Notary Public
(insert name and title of the officer)

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

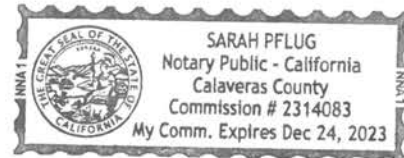
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature

Sarah Pflug

(Seal)



Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

Jocelyn Y Quirt, Individually

of Valley Springs, CA, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 15th day of May, 2021.



WESTERN SURETY COMPANY

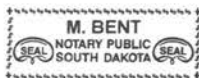
Paul T. Bruflat, Vice President

State of South Dakota }
County of Minnehaha } ss

On this 15th day of May, 2021, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires

March 2, 2026



M. Bent, Notary Public

CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 18th day of September, 2023.



WESTERN SURETY COMPANY

L. Nelson, Assistant Secretary

Form F4280-7-2012

Go to www.cnasurety.com > Owner / Obligee Services > Validate Bond Coverage, if you want to verify bond authenticity.

CITY OF UNION CITY
34009 Alvarado-Niles Road
Union City, California 94587

PAYMENT/LABOR AND MATERIALS BOND

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS the City Council of the City of Union City has awarded to **THE PROFESSIONAL TREE CARE COMPANY**, (designated as the "PRINCIPAL") a contract for the **2023-2024 TREE PRUNING PROJECT, City Project No. 24-10**, which contract and all of the contract documents as defined therein (designated as the "Contract") are hereby made a part hereof; and

WHEREAS, pursuant to California Civil Code Section 9550, the PRINCIPAL is required, before entering upon the performance of the Contract, to file a payment bond with and have such bond approved by the officer or public entity by whom the Contract is awarded; and

WHEREAS, pursuant to California Civil Code Section 9554, such payment bond must be in a sum not less than one hundred percent (100%) of the total amount payable by the terms of the Contract, and must satisfy the other requirements specified in that section; and

WHEREAS, the PRINCIPAL is required in accordance with the Contract to furnish a payment bond in connection with the Contract to secure payment of claims of laborers, mechanics and materialmen employed on work under the Contract in accordance with applicable law;

NOW, THEREFORE, THESE PRESENTS WITNESSETH:

That the PRINCIPAL and the undersigned Western Surety Company, as surety (designated as "SURETY"), an admitted surety insurer authorized to do business in the State of California are held and firmly bound unto all laborers, material men, and all other persons named in California Civil Code Section 9100 in the sum of **Three Hundred Ten Thousand Two Hundred Fifty (\$310,250) Dollars** lawful money of the United States, being a sum not less than one hundred percent of the total amount payable by the terms of the Contract, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, or assigns, jointly and severally, by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that if the PRINCIPAL or any of the PRINCIPAL's subcontractors, or the heirs, executors, administrators, successors, or assigns of any, all, or either of them, shall fail to pay any persons named in California Civil Code Section 9100, or fail to pay for any labor, materials, provisions, provender, or other

supplies used in, upon, for or about the performance of the work contracted to be done, or for any work or labor thereon of any kind, or fail to pay amounts due under the Unemployment Insurance Code with respect to such work or labor, or fail to pay for any amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of the PRINCIPAL or any subcontractors of the PRINCIPAL pursuant to Section 13020 of the Unemployment Insurance Code with respect to such work or labor, that the SURETY will pay for the same in an amount not exceeding the amount herein above set forth, and also, in case suit is brought upon this bond, will pay a reasonable attorney's fee to be awarded and fixed by the Court; otherwise this obligation shall be void.

It is hereby expressly stipulated and agreed by the said Surety, for value received, that this bond shall inure to the benefit of any and all of the persons named in Section 9100 of the California Civil Code so as to give a right of action to them or their assigns in any suit brought upon this bond.

It is hereby further expressly stipulated and agreed by the said Surety, for value received, that no change, extension of time, alteration or addition to the terms of the Contract or the specifications or drawings accompanying the same or to any other part of the contract documents, as defined therein, shall in any manner affect the obligations of the SURETY on this bond, and SURETY does hereby waive notice of any such change, extension, alteration, or addition.

IN WITNESS WHEREOF, the above-bound parties have executed this instrument under their several seals this 18th day of September, 2023, the name and corporate seals of each corporate party being hereto affixed and these presents duly signed by their undersigned representatives, pursuant to authority of their governing bodies.

(Corporate Seal)

PRINCIPAL The Professional Tree Care Co.

By: 

(Acknowledgement)

Title: Bid Conner

(Corporate Seal)

SURETY Western Surety Company

By: 

(Attorney-in-fact)

(Acknowledgement)

Title: Jocelyn Y. Quirt, Attorney-in-Fact

(NOTE TO SURETY COMPANY: A certified copy of unrevoked resolution of authority for the attorney-in-fact must be submitted with and attached to the executed bid bond.)

ACKNOWLEDGMENT

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

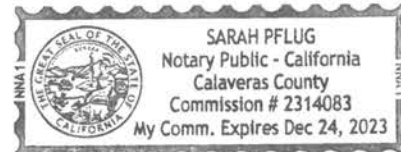
State of California
County of Calaveras

On September 18, 2023 before me, Sarah Pflug, Notary Public
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.



Signature Sarah Pflug (Seal)

Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

Jocelyn Y Quirt, Individually

of Valley Springs, CA, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 15th day of May, 2021.



WESTERN SURETY COMPANY

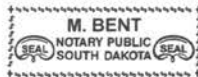
Paul T. Bruflat, Vice President

State of South Dakota }
County of Minnehaha } ss

On this 15th day of May, 2021, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires

March 2, 2026



M. Bent, Notary Public

CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 18th day of September, 2023.



WESTERN SURETY COMPANY

L. Nelson, Assistant Secretary

Form F4280-7-2012

Go to www.cnasurety.com > Owner / Oblige Services > Validate Bond Coverage, if you want to verify bond authenticity.

CITY OF UNION CITY
34009 Alvarado-Niles Road
Union City, California 94587

MAINTENANCE BOND

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS the City Council of the City of Union City has awarded to **THE PROFESSIONAL TREE CARE COMPANY** (designated as the "PRINCIPAL") a contract for **2023-2024 TREE PRUNING PROJECT, City Project No. 24-10**, which contract and all of the contract documents as defined therein (designated as the "Contract") are hereby made a part hereof; and

WHEREAS, the PRINCIPAL is required under the terms of the Contract to furnish a bond for the correction of any defects due to defective materials or workmanship in the work performed under the Contract.

NOW, THEREFORE, we the PRINCIPAL and the undersigned Western Surety Company, as surety (designated as "SURETY"), an admitted surety insurer authorized to do business in the State of California, are held and firmly bound unto the City of Union City, (designated as the "OBLIGEE"), in the penal sum of **Three Hundred Ten Thousand Two Hundred Fifty (\$310,250) Dollars**, lawful money of the United States, being a sum not less than ten percent (10%) of the final Contract price, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns jointly and severally, firmly by these presents.

THE CONDITIONS OF THIS OBLIGATION ARE SUCH that if, during a maintenance period of one (1) year from the date of acceptance by the OBLIGEE of the contracted work, the PRINCIPAL upon receiving written notice of a need for repairs which are directly attributable to defective materials or workmanship, shall diligently take the necessary steps to correct said defects within seven (7) days from the date of said notice, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

If any action shall be brought by the OBLIGEE upon this bond, a reasonable attorney's fee, to be fixed by the Court, shall be and become a part of OBLIGEE's judgment in any such action.

No right of action shall accrue on this bond to, or for the use of, any person or corporation other than the OBLIGEE named herein or the heirs, executors, administrator or successor of the OBLIGEE.

IN WITNESS WHEREOF, the above bound parties have executed this instrument under their seals this 18th day of September, 2023 the name and corporate seals of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

corporate seals of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

(Corporate Seal)

PRINCIPAL The Professional Tree Care Co.


By: 

(Acknowledgement)

Title: Bid Coordinator

(Corporate Seal)

SURETY Western Surety Company

By: 
(Attorney-in-fact)

(Acknowledgement)

Title: Jocelyn Y. Quirt, Attorney-in-Fact

(NOTE TO SURETY COMPANY: A certified copy of unrevoked resolution of authority for the attorney-in-fact must be submitted with and attached to the executed bid bond.)

ACKNOWLEDGMENT

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

State of California
County of Calaveras)

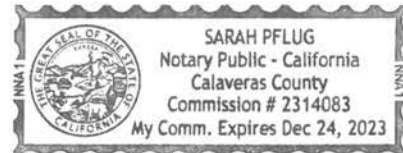
On September 18, 2023 before me, Sarah Pflug, Notary Public
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.

Signature *Sarah Pflug* (Seal)



Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

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Jocelyn Y Quirt, Individually

of Valley Springs, CA, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

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WESTERN SURETY COMPANY

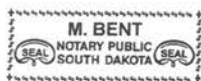
Paul T. Bruflat, Vice President

State of South Dakota }
County of Minnehaha } ss

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My commission expires

March 2, 2026



M. Bent, Notary Public

CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 18th day of September, 2023.



WESTERN SURETY COMPANY

L. Nelson, Assistant Secretary

Form F4280-7-2012

Go to www.cnasurety.com > Owner / Oblige Services > Validate Bond Coverage, if you want to verify bond authenticity.

CITY OF UNION CITY
34009 Alvarado-Niles Road
Union City, California 94587

**CALIFORNIA LABOR CODE SECTION 1861
WORKER'S COMPENSATION INSURANCE CERTIFICATION**

In accordance with California Labor Code Section 1861, each contractor to whom a public works contract is awarded shall file with the awarding body the following certification prior to performing the work of the contract:

"I am aware of the provisions of Section 3700 of the Labor Code which require every employee to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract."

I, the undersigned, on behalf of The Professional Tree Care Co., the contractor, declare under penalty of perjury under the laws of the State of California that I understand and assent to the foregoing terms and so submit this certification.

Charles Steingard/Bid Coordinator

Name and Title/Position of
Authorized Company Representative



Signature

9/19/23

Date

FORM 1093
AFFIRMATIVE ACTION PROGRAM AMENDMENT TO SUBCONTRACT

IT IS HEREBY AGREED by the undersigned parties to the subcontract described below that said subcontract is hereby amended to include the following provisions:

1. **Affirmative Action - Generally.** The Subcontractor will not discriminate against any employee or applicant for employment because of race, color, sex, age, national origin or ancestry or religion. The Subcontractor will take affirmative actions to ensure that applicants are employed and are treated during employment without regard to their race, color, sex, age, national origin or ancestry or religion, with the goal that the ethnic composition of the Subcontractor's work force component for the project will approximate the ethnic composition of the population of the City of Union City ("City"). Such action shall include, but not be limited to, employment upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation, and selection for training, including apprenticeship, pre-apprenticeship training and on-the-job training. The Subcontractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the City that set forth the provisions of this amendment.
2. **Access to Records.** The Subcontractor will permit access to its records of employment advertisements, application forms and other pertinent data and records by the Fair Employment Practices Commission ("FEPC"), the City, or any appropriate employee, department or agent thereof, designated by the FEPC or by the City respectively, for the purpose of investigation to ascertain compliance with the California Fair Employment Practices Act or the provisions of this amendment.
3. **Recruitment.**
 - a. Non-Union Employees. If the Contractor employs non-union employees, such employees shall be recruited in accordance with the provisions of this subsection. Advertising placed with any media will include the notation: "An Equal Opportunity Employer". Advertisements will be placed with media having a large circulation among minority groups. The Subcontractor will send to each source of employee referrals, other than labor unions or worker's representatives, a notice, in such form and content as shall be furnished or approved by the City, advising said source of employee referrals of the Subcontractor's commitments under this amendment to subcontract, and shall post copies of the notice in conspicuous places available to the employees and applicants for employment. Recruitment of non-union employees shall, to the maximum extent possible, utilize the services of minority group employees.
 - b. Union Employees. Union employees shall be recruited in accordance with applicable labor agreements. The Subcontractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, in such form and content as shall be furnished or approved by the City, advising

said labor union or worker's representative of the Subcontractor's commitments under this amendment to subcontract, and shall post copies of the notice in conspicuous places available to employees and applicants for employment. The Subcontractor agrees to seek the inclusion, on all union agreements to which he is a party, clauses prohibiting discrimination based upon race, color, sex, age, national origin or ancestry, or religion. To the maximum extent consistent with applicable labor agreements, the Subcontractor will attempt to recruit applicants without regard to race, color, sex, age, national origin or ancestry, or religion.

4. **Withholding Penalties.** The Contractor may withhold or recover from the Subcontractor sufficient funds to cover any penalties withheld from or recovered against the Contractor by the City by reason of the Subcontractor's failure to comply with the terms of this amendment.
5. **Alternative Affirmative Action Programs.** Compliance with a multi-employer program approved by the Office of Federal Contract Compliance shall be deemed to constitute compliance with this amendment to subcontract as to construction crafts for which the Subcontractor is in compliance.

CONTRACTOR

SUBCONTRACTOR

By: _____
Title: _____

By: _____
Title: _____

By: _____
Title: _____

By: _____
Title: _____

By: _____
Title: _____

By: _____
Title: _____

CITY OF UNION CITY
34009 Alvarado-Niles Road
Union City, California 94587

FORM 1095

NOTICE: THIS COMPANY IS AN EQUAL OPPORTUNITY EMPLOYER

We participate in the Affirmative Action Program of the City of Union City and accept the following operating policy as an equal opportunity employer:

"It is the policy of this company to assure that applicants are employed and that employees are treated during employment without regard to their race, religious creed, color, sex, age, national origin or ancestry. Such action shall include, but not be limited to, employment upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training, including apprenticeship, pre-apprenticeship training and on-the-job training."

CONTRACTOR

*ARBORESCULPTURAL SPECIALTIES, INC dba
THE PROFESSIONAL TREE CARE CO*

Legal Name of Contractor

ON BEHALF OF THE CONTRACTOR

CHARLES SLESINGER

Name

Bid COORDINATOR

Title

9/19/23

Date

[Signature]

Signature

2687810.1

CITY OF UNION CITY
34009 Alvarado-Niles Road
Union City, California 94587

BIDDER'S CHECK LIST

One (1) complete copy of each of the following documents must be submitted to the Office of City Clerk - City of Union City, 34009 Alvarado-Niles Road, Union City, California 94587, in accordance with the Instructions to Bidders issued by the City of Union City for the **2023 Tree Pruning Project, City Project No. 23-10.**

- ☒ Proposal to the City Council
- ☒ Bid Schedule
- ☒ Designation of Subcontractors
- ☒ Bidder's Bond
- ☒ Statements, Questionnaire and Non-Collusion Affidavit
- ☒ Experience and Financial Questionnaire
- ☒ Project Addenda (if any)
- ☒ Form 1094 Questionnaire on Personnel Practices for Contractor

CITY OF UNION CITY
34009 Alvarado-Niles Road
Union City, CA 94587

PROPOSAL TO THE CITY COUNCIL

NAME OF COMPANY SUBMITTING BID: The Professional Tree Care Co.

CONTRACTOR LICENSE NUMBER AND EXPIRATION DATE: 676952 10/31/2023

NAME OF AUTHORIZED COMPANY REPRESENTATIVE: Charles Slesinger

BUSINESS ADDRESS: 2828 8th Street

CITY, STATE, ZIP: Berkeley, CA 94710

PHONE NO: 510-549-3954 FAX NO: 510-548-0214 E-MAIL: charles@professionaltreecare.com

The undersigned submits this Proposal to the City Council ("Proposal") as part of a sealed bid for construction that is derived from the bid package issued by the City of Union City ("City") for the **2023 Tree Pruning Project, City Project No. 23-10** ("Project"), which is to be constructed in accordance with all applicable laws and regulations, including, but not limited to, the General Conditions (including the payment of not less than the minimum wage rates set forth therein), Special Conditions, Technical Specifications, and the contract annexed hereto, the Project Plans showing the work described below, and also in accordance with the California Dept. of Transportation's Standard Plans, dated 2010, the Standard Specifications, dated 2010, the Labor Surcharge And Equipment Rental Rates in effect on the date the work is accomplished, and the General Prevailing Wage Rates. (Current semi-annual publication prevailing wage)

The Project shall be constructed at various project locations which, in accordance with Section 4 of the Instructions to Bidders, are accessible by bidders prior to submitting a bid. The Project shall commence on a date agreeable to the City, in accordance with Section 3.8 of the General and Special Conditions and other applicable Contract Documents **One year** following the date set by a Notice to Proceed, issued by the City to the successful bidder prior to the start of Project work.

The Project Plans and Technical Specifications, and other Contract Documents for the Project work to be done were approved by the City and may be subject to amendment in accordance with the terms of the Contract Documents governing such amendments.

General Work Description. The work under this contract consists, in general, of tree pruning services with a small allowance for tree removal and emergency call out work.

Notice: By submitting this Proposal, the undersigned is deemed to understand the following:



CONTRACTORS
STATE LICENSE BOARD
ACTIVE LICENSE



License Number **676952** Entry **CORP**
Business Name **ARBORICULTURAL SPECIALTIES
INC DBA THE PROFESSIONAL
TREE CARE CO**
Classification(s) **C31 C21 C61/D49 C27**
Expiration Date **10/31/2023**



www.cslb.ca.gov

BID SCHEDULE

2023 Tree Pruning Project City Project No. 23-10

Item No.	Item Description	Est. Quantity	Unit	Unit Price	Item Total
1	Emergency Response - Hourly rate for a two-person crew with aerial lift truck and a chipper. Includes travel time one direction and 2-hour minimum	60	HRS	\$ 250.00	\$ 15,000.00
2	Tree Removal – Medium (12" - 17.9")	35	EA	\$ 1,500.00	\$ 52,500.00
3	Tree Removal – Large (18" - 23.9")	10	EA	\$ 2,350.00	\$ 23,500.00
4	Tree Removal – Very Large (24" and greater)	15	EA	\$ 4,200.00	\$ 63,000.00
5	Tree Pruning – Grid work, Small (0" – 11.9)	225	EA	\$ 100.00	\$ 22,500.00
6	Tree Pruning – Grid work, Medium (12" – 17.9")	330	EA	\$ 175.00	\$ 57,750.00
7	Tree Pruning – Grid work, Large (18" – 23.9")	140	EA	\$ 250.00	\$ 35,000.00
8	Tree Pruning – Grid work, Very Large (24" and greater)	60	EA	\$ 325.00	\$ 19,500.00
9	Tree Pruning – Add-on, Small (0" – 11.9)	5	EA	\$ 100.00	\$ 500.00
10	Tree Pruning – Add-on, Medium (12" – 17.9")	30	EA	\$ 175.00	\$ 5,250.00
11	Tree Pruning - Add-on, Large (18" – 23.9")	25	EA	\$ 250.00	\$ 6,250.00
12	Tree Pruning - Add-on, Very Large (24" and greater)	10	EA	\$ 325.00	\$ 3,250.00
13	Additional cost per tree for enhanced traffic control involving a lane closure adjacent to high traffic volume streets	25	EA	\$ 250.00	\$ 6,250.00

Total Base Bid Amount: \$ 310,250.00

Notes:

1. The Contract will be compared and awarded on the basis of the Total Base Bid Amount.
2. All items on the Base Bid Schedule must be bid. Partial bids will not be accepted.
3. The City reserves the right to reject all bids for any reason whatsoever.
4. Issuance of the "Notice to Proceed" will constitute the beginning of the Contract.

DESIGNATION OF SUBCONTRACTORS

The Contractor shall perform work equaling at least 30 percent of the value of the original total bid with the Contractor's own employees and equipment.

In accordance with the Subletting and Subcontracting Fair Practices Act, Public Contract Code sections 4100 *et seq.* (the "Subcontracting Act"), the Bidder hereby certifies and submits, as required by law, the following concerning subcontractors:

1. The portion of the work, which will be done by each such subcontractor; and
2. The name, address and license number of each subcontractor who will perform work or labor, fabricate a portion of the work or improvement according to detailed drawings in the project plans, or render service to the Contractor in or about the construction of the work in an amount in excess of one-half of one percent (0.5%) of the Contractor's total bid.

Portion of Work to be Performed by Subcontractor	Subcontractor Name, Address and License Number (Subcontractor's License No. Required under AB 44)	Registered with DIR? ✓ check if yes
1.	NO SUBCONTRACTORS USED	
2.		
3.		
4.		
5.		
6.		

(For additional Subcontractors, attach copies of this sheet as necessary)

✓ DEPARTMENT OF INDUSTRIAL RELATIONS REGISTRATION REQUIREMENT

In accordance with Labor Code Section 1725.5, all contractors and subcontractors listed on a public works bid proposal must be registered with the DIR.



State of California

Department of Industrial Relations

(<https://www.dir.ca.gov/>)

Back to DIR >> (<https://www.dir.ca.gov/>)

Contractor Information

Legal Entity Name
ARBORCULTURAL SPECIALTIES, INC.

Legal Entity Type
Corporation

Status

Active

Registration Number

100000343

Registration effective date

07/01/22

Registration expiration date

06/30/25

Mailing Address

2828 8TH STREET BERKELEY 94710 CA United States of America

Physical Address

2828 8TH STREET BERKELEY 94710 CA United States of America

Email Address

charles@professionaltreecare.com

Trade Name/DBA

THE PROFESSIONAL TREE CARE CO.

License Number (s)

CSLB676952

CSLB676952

Registration History

Effective Date

05/01/18

06/30/19

05/01/17

06/30/18

05/03/16

06/30/17

06/16/15

06/30/16

07/11/14

06/30/15

07/01/19

06/30/22

07/01/22

06/30/25

Legal Entity Information

Corporation Entity Number:

C1764835

Federal Employment Identification Number:

943226996

President Name:

Brian Fenske

Vice President Name:

Treasurer Name:

Secretary Name:

CEO Name:

Agency for Service:

Agent of Service Name:

Kristin C Bell

Agent of Service Mailing Address:

2828 8th Street Berkeley 94710 CA United States of America

STATEMENTS, QUESTIONNAIRE AND NON-COLLUSION AFFIDAVIT

The following Statements, Questionnaire and Non-Collusion Affidavit are being made a part of this Proposal. By signing the signature portion of the Proposal, the contractor certifies that under penalty of perjury, the responses are true. Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.

PUBLIC CONTRACT CODE SECTION 10285.1 STATEMENT

In accordance with Public Contract Code Section 10285.1 (Chapter 376, Stats. 1985), the bidder hereby declares under penalty of perjury under the laws of the State of California that the bidder (has _____), (has not X) been **(Bidder to check one)** convicted within the preceding three years of any offenses referred to in that section, including any charge of fraud, bribery, collusion, conspiracy, or any other act in violation of any state or federal antitrust law in connection with the bidding upon, award of, or performance of, any public works contract, as defined in Public Contract Code Section 1101, with any public entity, as defined in Public Contract Code Section 1100, including the Regents of the University of California or the Trustees of the California State University. The term "bidder" is understood to include any partner, member, officer, director, responsible managing officer, or responsible managing employee thereof, as referred to in Section 10285.1.

PUBLIC CONTRACT CODE SECTION 10162 QUESTIONNAIRE

In accordance with public Contract Code Section 10162, the bidder shall complete, under penalty of perjury, the following questionnaire:

Has the bidder, any officer of the bidder, or any employee of the bidder who has a proprietary interest in the bidder, ever been disqualified, removed, or otherwise prevented from bidding on, or completing a federal, state, or local government project because of a violation of law or safety regulation?

YES ___ NO X **(Bidder to check one)**

If the answer is yes, explain the circumstances in the space below:

N/A

PUBLIC CONTRACT SECTION 10232 STATEMENT

In accordance with Public Contract Code Section 10232, the Contractor, hereby states under penalty of perjury, that no more than one final un-appealable finding of contempt of court by a federal court has been issued against the Contractor within the immediately preceding two year period because of the Contractor's failure to comply with an order of a federal court which orders the Contractor to comply with an order of the National Labor Relations Board.

EQUAL OPPORTUNITY EMPLOYER STATEMENT

We participate in the Affirmative Action Program of the City of Union City and accept the following operating policy as an equal opportunity employer:

"It is the policy of this company to assure that applicants are employed and that employees are treated during employment without regard to their race, religious creed, color, sex, age, national origin or ancestry. Such action shall include, but not be limited to, employment upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training, including apprenticeship, pre-apprenticeship training and on-the-job training."

NON-COLLUSION AFFIDAVIT

CALIFORNIA PUBLIC CONTRACT CODE SECTION 7106

TITLE 23, UNITED STATE CODE, SECTION 112

In accordance with Public Contract Code 7106 and Title 23, United States Code Section 112, the bidder declares that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

BIDDER'S BOND

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, the City Council of the City of Union City has authorized bids for a contract for the **2023 Tree Pruning Project, City Project No. 23-10**, which all of the contract documents as defined therein ("Agreement") are hereby made a part hereof and for which The Professional Tree Care Co. ("PRINCIPAL") has submitted a sealed bid; and

WHEREAS, the PRINCIPAL has submitted the sealed bid to the City of Union City ("OBLIGEE"), aforesaid, for certain construction specifically described above, for which bids are to be opened at the City Hall of the City of Union City, 34009 Alvarado-Niles Road, Union City, California, 94587 at **2:00 PM, on August 8th, 2023**; and

WHEREAS, the PRINCIPAL is required under the terms of the Agreement to furnish a bond that will accompany the sealed bid to ensure the faithful performance of said bid;

NOW, THEREFORE, WE, the PRINCIPAL and Western Surety Company, as surety ("SURETY"), an admitted surety insurer authorized to do business in the State of California, are held and firmly bound unto the OBLIGEE in the penal sum of Ten percent (10%) of the amount bid ~~(--10% of Amt Bid)~~, submitted by said PRINCIPAL to the OBLIGEE for the work described below; the payment of which sum shall be in lawful money of the United States, the sum being not less than **ten percent (10%)** of the total amount payable by the terms of the Agreement, for the payment of which sum well and truly to be made to the OBLIGEE to which said bid was submitted, we bind ourselves; our heirs, executors, administrators and successors, jointly and severally, firmly by these presents. In no case shall the liability of the SURETY hereunder exceed the sum of Ten percent (10%) of the amount bid. Dollars (\$10% of Bid Amt.).

THE CONDITION OF THIS OBLIGATION IS SUCH that, if the aforesaid PRINCIPAL is awarded the contract and, within the time and manner required under the Contract Documents, after the prescribed forms are presented to the PRINCIPAL for signature, enters into a written contract, in the prescribed form, in accordance with the bid, and files three (3) bonds with the City, one to guaranty faithful performance, one to guaranty payment for labor and materials and one to guaranty correction of defective materials or workmanship as required by law, then this obligation shall be null and void; otherwise, it shall be and remain in full force and virtue.

If any action shall be brought by the OBLIGEE upon this bond, a reasonable attorney's fee, to be fixed by the court, and all costs incurred by the OBLIGEE in such action, shall be and become a part of the OBLIGEE's judgment in the action, payable by the SURETY.

No right of action shall accrue on this bond to, or for the use of, any persons or corporation other than the OBLIGEE named herein or the heirs, executors, administrator or successor of the OBLIGEE.

IN WITNESS WHEREOF, the above bound parties have executed this instrument under their seals this 18th day of July, 2023 the name and corporate seals of each corporate party being hereto affixed, and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

(Corporate Seal)

PRINCIPAL

The Professional Tree Care Co.

(Acknowledgement)

By: 

Title: Bid Coordinator

(Corporate Seal)

SURETY

Western Surety Company

By: 

(Attorney-In-Fact)

(Acknowledgement)

Title: Jocelyn Y. Quirt, Attorney-in-Fact

(NOTE TO SURETY COMPANY: A certified copy of unrevoked resolution of authority for the attorney-in-fact must be submitted with and attached to the executed bid bond.)

Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

Jocelyn Y Quirt, Individually

of Valley Springs, CA, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 15th day of May, 2021.



WESTERN SURETY COMPANY

Paul T. Bruflat

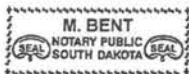
Paul T. Bruflat, Vice President

State of South Dakota }
County of Minnehaha } ss

On this 15th day of May, 2021, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires

March 2, 2026



M. Bent

M. Bent, Notary Public

CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 18th day of July, 2023.



WESTERN SURETY COMPANY

L. Nelson

L. Nelson, Assistant Secretary

Form F4280-7-2012

Go to www.cnasurety.com > Owner / Oblige Services > Validate Bond Coverage, if you want to verify bond authenticity.

ACKNOWLEDGMENT

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

State of California
County of Calaveras

On July 18, 2023 before me, Sarah Pflug, Notary Public
(insert name and title of the officer)

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

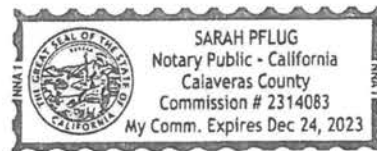
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature

Sarah Pflug

(Seal)



EXPERIENCE AND FINANCIAL QUALIFICATIONS QUESTIONNAIRE

The bidder has been engaged in the contracting business under Contractor's License No. _____, issued by the State of California, for a period of 27 years and 7 months.

The bidder's three most recently completed contracts, from most recently completed to least recently completed, are as follows:

Project 1

Title of Project: **SEE ATTACHED REFERENCES**

Owner: _____

Address: _____

Telephone No. _____

Engineer in Charge: _____

Date Accepted: _____

Project 2

Title of Project: **SEE ATTACHED REFERENCES**

Owner: _____

Address: _____

Telephone No. _____

Engineer in Charge: _____

Date Accepted: _____

Project 3

Title of Project: **SEE ATTACHED REFERENCES**

Owner: _____

Address: _____

Telephone No. _____

Engineer in Charge: _____

Date Accepted: _____



REFERENCES

CURRENT AND COMPLETED MAJOR PROJECTS

PROJECT NAME	Caltrans Wildfire Fuel Reduction Vegetation and Tree Removal Services				
CONTRACT NUMBER	56A0698				
CONTRACT AMOUNT	\$6,975,760.00	PTC PROJECT MANAGER	Danny Smith and Brian Fenske		
START DATE	October 21, 2022	END DATE	October 20, 2023		
PROJECT OWNER	Caltrans	OWNER CONTACT	Shawn Casteel	PHONE	707-689-4026
				EMAIL	Shawn.casteel.dot.ca.gov
DESCRIPTION	Fuel Reduction and tree removal services in multiple counties in the Bay Area.				

PROJECT NAME	San Francisco On Call Tree Services Contract No. G08				
CONTRACT AMOUNT	\$5,263,135.00	PTC PROJECT MANAGER	Kirby Koepke		
START DATE	October 29, 2019	END DATE	April 21, 2022		
PROJECT OWNER	San Francisco Department of Public Works	OWNER CONTACT	Jon Swae	PHONE	415-695-2146
				EMAIL	jon.swae@sfdpw.org
DESCRIPTION	On Call Tree Trimming and Removal Services for City of San Francisco – Tree Trimming and Removal services in a variety of urban locations including from in and around and on structures, around SF Muni tracks and overhead lines, and along busy major streets.				

PROJECT NAME	SFPUC WD-2882 Trousdale Oaks Tree Removal				
CONTRACT AMOUNT	\$2,655,026.00	PTC PROJECT MANAGER	Brian Fenske		
START DATE	April 18, 2022	END DATE	April 18, 2023		
PROJECT OWNER	San Francisco Public Utilities Commission	OWNER CONTACT	Joseph Liu	PHONE	628-228-9432
				EMAIL	JLiu@sfgwater.org
DESCRIPTION	Tree and vegetation clearing at Crystal Springs in San Mateo County				



PROJECT NAME	San Francisco M12-38 SFMTA Line Clearance Package 3				
CONTRACT AMOUNT	\$609,440.03	PTC PROJECT MANAGER	Brian Fenske		
START DATE	January 17, 2022	END DATE	May 18, 2022		
PROJECT OWNER	San Francisco Public Works Department	OWNER CONTACT	Jon Swae	PHONE	415-695-2146
				EMAIL	jon.swae@sfdpw.org
DESCRIPTION	Prune approximately 1,600 trees for Line Clearance in San Francisco.				

PROJECT NAME	FIN-MT Sutro Forest Tree Fail and Fire Mitigation				
CONTRACT AMOUNT	\$592,000.00	PTC PROJECT MANAGER	Brian Fenske		
START DATE	November 5, 2021	END DATE	June 1, 2022		
PROJECT OWNER	University of San Francisco	OWNER CONTACT	Morgan Vaisset-Fauvel	PHONE	415-653-9629
				EMAIL	Morgan.Vaisset-Fauvel@ucsf.edu
DESCRIPTION	Tree removal and trimming at the University of San Francisco				

PROJECT NAME	Claremont Canyon Regional Park On-Call Fuels Management				
CONTRACT AMOUNT	\$580,325.00	PTC PROJECT MANAGER	Brian Fenske		
START DATE	May 9, 2022	END DATE	August 19, 2022		
PROJECT OWNER	East Bay Regional Parks District	OWNER CONTACT	Collin Gallagher	PHONE	510-207-3644
				EMAIL	cgallagher@ebparks.org
DESCRIPTION	Reduce wildfire hazard by removing and limbing up trees, treating stumps, clearing and masticating brush, and removing/processing woody material in approximately 12 acres in Claremont Canyon Regional Park.				



PROJECT NAME	San Leandro Creek Hazardous Eucalyptus Tree Removal				
CONTRACT AMOUNT	\$317,000.00	PTC PROJECT MANAGER	Abraham Gutierrez		
START DATE	September 26, 2022	END DATE	November 18, 2022		
PROJECT OWNER	Alameda Flood Control and Water Conservation District	OWNER CONTACT	Diana Carvalho	PHONE	510-670-5504
				EMAIL	diana@acpwa.org
DESCRIPTION	Remove approximately 15 Eucalyptus Trees for Alameda Flood Control and Water Conservation District.				

PROJECT NAME	Edgewood Eastern & Southeastern Boundary Fuel Reduction				
CONTRACT AMOUNT	\$251,056.75	PTC PROJECT MANAGER	Abraham Gutierrez		
START DATE	May 16, 2022	ANTICIPATED END DATE	August 8, 2022		
PROJECT OWNER	San Mateo County Parks Department	OWNER CONTACT	Samantha Faul	PHONE	408-533-5076
				EMAIL	sfaul@smcgov.org
DESCRIPTION	Fuel reduction and thinning of understory vegetation and tree removal within Edgewood County Park and Natural Preserve.				

PROJECT NAME	Rail Trail Segment 7 Phase 2				
CONTRACT AMOUNT	\$244,916.74	PTC PROJECT MANAGER	Abraham Gutierrez		
START DATE	August 3, 2022	END DATE	September 13, 2022		
PRIME CONTRACTOR	Anderson Pacific Engineering Co	PRIME CONTACT	Michael P. Gosset	PHONE	408-316-7986
				EMAIL	mgosset@andpac.com
DESCRIPTION	Tree Removal and Clearing and Grubbing adjacent to an active rail line in Santa Cruz.				



PROJECT NAME	San Carlos Avenue Eucalyptus Tree Removal Phase III				
CONTRACT AMOUNT	\$166,000	PTC PROJECT MANAGER	Brian Fenske		
START DATE	July 25, 2022	END DATE	September 23, 2022		
PROJECT OWNER	City of San Carlos	OWNER CONTACT	Vatsal Patel	PHONE	650-802-4202
				EMAIL	vpatel@cityofsancarlos.org
DESCRIPTION	Removal of approximately 29 large Eucalyptus trees in City of San Carlos				

PROJECT NAME	Sandra Hayne Storm Replacement				
CONTRACT AMOUNT	\$89,820.00	PTC PROJECT MANAGER	Brian Fenske		
START DATE	July 7, 2022	END DATE	July 26, 2022		
PRIME CONTRACTOR	JMB Construction	PRIME CONTACT	Pearse Beirne	PHONE	415-740-0269
				EMAIL	pbeirne@jmbconstruction.com
DESCRIPTION	Remove Approximately 17 trees and transplant 2 palm trees in Hillsborough, CA.				

Reference is hereby made to the following bank or banks as to the financial responsibility of the bidder:

Bank: Bank of Marin

Address: 180 Grand Ave., Suite 1545, Oakland, CA, 94612

Bank: N/A

Address: _____

Bank: N/A

Address: _____

Reference is hereby made to the following surety company or companies as to the financial responsibility and general reliability of the bidder:

Company: Western Surety Company

Address: 6085 Hogan Dam Road, Valley Springs, CA 95252

Company: N/A

Address: _____

Company: N/A

Address: _____

Bidders are cautioned that making a false statement may subject the certifier to civil or criminal prosecution. Bidders are advised that signing the Proposal to the City Council, on the signature portion thereof, shall also constitute signature of this questionnaire.

PROJECT ADDENDA

Receipt of the following addenda to the project is hereby acknowledged:

	Addendum Title or Summary	Date Received	Contractor Signature
1	N/A		
2	N/A		
3	N/A		
4	N/A		
5	N/A		
6	N/A		
7	N/A		
8	N/A		
9	N/A		
10	N/A		

FORM 1094

QUESTIONNAIRE ON PERSONNEL PRACTICES FOR CONTRACTORS

Indicate answers to all of the following questions. Additional sheets may be attached for elaborating on any of the answers provided. Bidders are cautioned that making a false certification may subject the certifier to civil or criminal prosecution. Bidders are advised that signing the Proposal to the City Council, on the signature portion thereof, shall also constitute signature of this questionnaire.

1. Is it your policy to recruit, hire, train, promote, compensate, and discharge without regard to race, sex, age, color, religious creed, national origin, or ancestry?

☒ Yes ☐ No

2. Have you appointed an Equal Opportunity Officer?

☒ Yes ☐ No

3. If the answer to question 2 was "Yes", give his or her name, title/position in your company, business address and home telephone number.

Name: Kristen Klingen

Title/Position: Controller

Business Address: 2828 8th Street, Berkeley, CA 94710

Home Telephone Number: 510-549-3954

4. Have you included the notation "An Equal Opportunity Employer" in all solicitations or advertisements for employment applicants?

☒ Yes ☐ No

5. Have you placed employment advertisement in news media serving minority groups when a position is open and cannot be filled from the union hiring hall? If so, attach a list to this sealed bid.

Yes ☒ No

6. Were any employees hired by means other than the union hall in the last six months? If "Yes", indicate the number of employees hired in this manner here: 3 employees.

☒ Yes ☐ No

7. Attach to this sealed bid a document listing the names, business addresses, and phone numbers of referral services, employment agencies and unions used in recruiting applicants for employment. **PLEASE SEE ATTACHED EMPLOYMENT AGENCIES**



EMPLOYMENT AGENCIES

AGENCY NAME	ZipRecruiter
ADDRESS	604 Arizona Ave, Santa Monica, CA 90401
PHONE NUMBER	877-252-1062

AGENCY NAME	Monster Jobs
ADDRESS	133 Boston Post Rd Building 15, Weston. MA 02493
PHONE NUMBER	1-800-666-7837

AGENCY NAME	LinkedIn
ADDRESS	1000 W Maude Ave, Sunnyvale, CA 94085
PHONE NUMBER	907-203-2693

8. Have you established a training program for new hires who are less qualified?
- Yes ☒ No
9. Have you developed apprenticeship programs?
- Yes ☒ No
10. Have you sent to each labor union representative, or workers with which you have a collective bargaining agreement or other contract or understanding, a notice on Form 1095 (a copy of which is included with the bid package) advising each labor union or worker's representative of your commitments under its nondiscrimination clause?
- Yes ☒ No
11. Have you sent all sources of employer referrals, other than labor unions or worker's representatives, a notice on Form 1095 advising those referral sources of your commitments under the nondiscrimination clause?
- Yes ☒ No
12. Have you posted copies of the notice on Form 1095 in conspicuous places available to employees and applicants for employment?
- Yes ☒ No
13. Have you sponsored and endorsed a resolution at a meeting of the General Contractors Association for the Greater Bay Area, or the trade association of which you are a member, instructing its delegate to include an effective affirmative action clause in a new or renegotiated collective bargaining agreement?
- Yes ☒ No
14. Have you included Form 1093 (a copy of which is included in the bid package) in every first-tier subcontract?
- Yes ☒ No

RESOLUTION NO. XXXX-23

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF UNION CITY
AUTHORIZING THE CITY MANAGER TO EXECUTE A CONTRACTUAL
SERVICES AGREEMENT WITH THE PROFESSIONAL TREE CARE COMPANY,
IN THE AMOUNT OF \$310,250, FOR THE ANNUAL TREE PRUNING & REMOVAL
PROJECT, CITY PROJECT NO. 24-10, AND APPROVING A CONTRACT AMOUNT
UP TO \$365,000, WHICH INCLUDES A CONTINGENCY OF \$54,750 FOR FISCAL
YEAR 2023-2024; AND AUTHORIZING THE CITY MANAGER, IN HER SOLE
DISCRETION, TO EXERCISE THE OPTION TO EXTEND THE AGREEMENT FOR
A SECOND YEAR, FOR AN ADDITIONAL AMOUNT UP TO \$365,000,
FOR FISCAL YEAR 2024-2025**

WHEREAS, the City of Union City has over fifty thousand City-maintained trees in parks, public streets and around City facilities. The City annually budgets funds to address the maintenance of City trees, including inspecting, trimming, pruning, and, on rare occasions, removal based on criteria that balances the protection of the tree as an investment with safety and aesthetics; and

WHEREAS, the Request for Proposals (RFP) for the 2023-2024 Annual Tree Pruning Project, City Project No. 24-10 was made available on July 13, 2023, on the City website, as well as being sent to the active builder exchanges listed in the California Uniform Construction Cost Accounting Commission's *Cost Accounting Policies and Procedures Manual 2019 Edition*, and published in the Tri City Voice newspaper for three consecutive weeks, beginning with the July 18, 2023 edition; and

WHEREAS, four (4) bids were received and were opened on August 8, 2023, at 2:00 pm at City Hall. The bids ranged from the lowest bid at \$277,350 to the highest bid at \$426,900 (See Exhibit A and Exhibit B); and

WHEREAS, after further review, the lowest bid was deemed non-responsive with an incomplete bid package and the company was notified of their disqualification in a letter dated August 15, 2023; and

WHEREAS, the second lowest responsible bidder, The Professional Tree Care Company, with a base bid amount of \$310,250, was deemed a complete and responsive bid proposal; and

WHEREAS, the total project budget for Fiscal Year 2023-2024 for the Annual Tree Pruning & Removal Project, City Project No. 24-10, consists of a \$310,250 base bid amount for The Professional Tree Care Company Contractual Services Agreement, plus a \$54,750 contingency amount (approximately 18%) for emergency situations, such as fallen trees during major storms and strong wind events and unplanned tree maintenance at bid unit prices, for a total contract amount of \$365,000; and

WHEREAS, if the City is satisfied with the performance of the Professional Tree Care Company, the City Manager has the authorization, in her sole discretion, to exercise the option to extend the contract for another year, increasing the compensation by an additional amount of \$310,250, and adding an additional contingency amount of \$54,750, for an overall contract budget of \$365,000 for Fiscal Year 2024-2025; and

WHEREAS, the 5-year Capital Improvement Plan for FY 2023-2024 through FY 2027-2028 has identified an annual budget of \$200,000 in the Gas Tax Fund (2510-3199-92410-54111) and \$165,000 in the Lighting & Landscaping Fund (2591-3199-92410-54111) for both FY 2023-2024 and FY 2024-2025, which is available to use each year to award the base contract in the amount of \$310,250, with a contingency in the amount of \$54,750 for any additional emergency situations and unplanned tree pruning, for an overall contract amount of \$365,000 for each FY 2023-2024 and FY 2024-2025.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Union City that the City Manager is hereby authorized to execute a contractual services agreement with The Professional Tree Care Company, in the amount of \$310,250, for the Annual Tree Pruning & Removal Project, City Project No. 24-10, with the ability to amend the contract with a contingency amount up to \$54,750, for a contract amount up to \$365,000, for Fiscal Year 2023-2024; and

BE IT FURTHER RESOLVED by the City Council of the City of Union City that the City Manager is hereby authorized to exercise the option to extend the agreement with The Professional Tree Care Company for a second year, for an additional amount up to \$365,000, for Fiscal Year 2024-2025.

AYES:
NOES:
ABSENT:
ABSTAIN:

APPROVED:

CAROL DUTRA-VERNACI
Mayor

ATTESTED:

APPROVED AS TO FORM:

ANNA M. BROWN
City Clerk

KRISTOPHER J. KOKOTAYLO
City Attorney

CITY OF UNION CITY
BID SUMMARY

PROJECT: 2023 Tree Pruning Project
Project No. 23-10

Project Manager: Jesus Banuelos

DATE: August 8, 2023

TIME: 2:00 p.m.

LOCATION: City Council Chambers

No	BIDDERS	BID AMOUNT	*CORRECTED BID AMOUNT
1.	West Coast Arborist, Inc	\$341,000.00	\$341,000.00
2.	The Professional Tree Care Co.	\$310,250.00	\$310,250.00
3.	Bay Area Tree Specialist	\$426,900.00	\$426,900.00
4.	Green Field Tree Service, Inc.	\$277,350.00	\$277,350.00
5.			
6.			
7.			
8.			
9.			

I, Anna M. Brown, City Clerk of the City of Union City, do hereby certify that on August 8, 2023, I received and opened four (4) bids for the above-mentioned project.

* Note: All bid amounts will be verified by the Engineer. Any corrections will be shown in the column above.



Anna M. Brown
City Clerk



CITY OF UNION CITY
34009 Alvarado Niles Road

2022-23 Tree Pruning Project
City Project No. 23-10
BID SCHEDULE

BASE BID				
ITEM No.	ITEM DESCRIPTION	EST. QTY.	UNIT	UNIT PRICE
1	Emergency Response - Hourly rate for a two-person crew with aerial lift truck and a chipper. Includes travel time one direction and 2-hour minimum	60	HRS	
2	Tree Removal - Medium (12"-17.9")	35	EA	
3	Tree Removal - Large (18"-23.9")	10	EA	
4	Tree Removal - Very Large (24" and greater)	15	EA	
5	Tree Pruning - Grid work, Small (0" - 11.9")	225	EA	
6	Tree Pruning - Grid work, Medium (12" - 17.9")	330	EA	
7	Tree Pruning - Grid work, Large (18" - 23.9")	140	EA	
8	Tree Pruning - Grid work, Very Large (24" and greater)	60	EA	
9	Tree Pruning - Add-on, Small (0" - 11.9")	5	EA	
10	Tree Pruning - Add-on, Medium (12" - 17.9")	30	EA	
11	Tree Pruning - Add-on, Large (18" - 23.9")	25	EA	
12	Tree Pruning - Add-on, Very Large (24" and greater)	10	EA	
13	Additional cost per tree for enhanced traffic control involving a lane closure adjacent to high traffic volume streets	25	EA	
		Total (Basis of Award)		
		Grand Total (Base+Alt)		

WRITTEN

Bid Ranking (1 - lowest)

4	1	2	3
Bay Area Tree Specialists	Green Field Tree Services Inc	The Professional Tree Care Co.	West Coast Arborists, Inc.
UNIT PRICE	UNIT PRICE	UNIT PRICE	UNIT PRICE
AMOUNT	AMMOUNT	AMMOUNT	AMOUNT
550	220	250	300
\$ 33,000.00	\$ 13,200.00	\$ 15,000.00	\$ 18,000.00
1100	800	1500	950
\$ 38,500.00	\$ 28,000.00	\$ 52,500.00	\$ 33,250.00
1880	1400	2350	1950
\$ 18,800.00	\$ 14,000.00	\$ 23,500.00	\$ 19,500.00
3770	2200	4200	3450
\$ 56,550.00	\$ 33,000.00	\$ 63,000.00	\$ 51,750.00
130	120	100	125
\$ 29,250.00	\$ 27,000.00	\$ 22,500.00	\$ 28,125.00
250	200	175	225
\$ 82,500.00	\$ 66,000.00	\$ 57,750.00	\$ 74,250.00
380	250	250	375
\$ 53,200.00	\$ 35,000.00	\$ 35,000.00	\$ 52,500.00
500	380	325	625
\$ 30,000.00	\$ 22,800.00	\$ 19,500.00	\$ 37,500.00
120	90	100	125
\$ 600.00	\$ 450.00	\$ 500.00	\$ 625.00
250	95	175	225
\$ 7,500.00	\$ 2,850.00	\$ 5,250.00	\$ 6,750.00
380	250	250	375
\$ 9,500.00	\$ 6,250.00	\$ 6,250.00	\$ 9,375.00
500	380	325	625
\$ 5,000.00	\$ 3,800.00	\$ 3,250.00	\$ 6,250.00
2500	1000	250	125
\$ 62,500.00	\$ 25,000.00	\$ 6,250.00	\$ 3,125.00
\$ 426,900.00	\$ 277,350.00	\$ 310,250.00	\$ 341,000.00
\$ 426,900.00	\$ 277,350.00	\$ 310,250.00	\$ 341,000.00
\$ 426,900.00	\$ 277,350.00	\$ 310,250.00	\$ 341,000.00



Agenda Item

DATE: 9/26/2023

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: MARILOU AYUPAN, PUBLIC WORKS DIRECTOR

SUBJECT: ADOPT A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A GRANT OF WATER LINE EASEMENT TO ALAMEDA COUNTY WATER DISTRICT (ACWD) IN ASSOCIATION WITH THE NUVERA HOMES DEVELOPMENT (TRACT MAP 7728) BY TURK ISLAND VENTURES, LLC

Staff recommends that the City Council authorize the City Manager to execute a Grant of Water Line Easement (WLE) to Alameda County Water District (ACWD) in association with Nuvera Homes, a 33-lot single family residential development (Tract Map 7728) by Turk Island Ventures, LLC. The proposed water line easement would run through the existing parking lot drive aisle of Seabreeze Park.

STRATEGIC PLAN ALIGNMENT

This agenda item is in alignment with the following:

Goal C, Strategy 5: Promote housing development for all income levels in the community by updating zoning ordinance to include objective standards in order to streamline development and facilitating the development of affordable housing.

BACKGROUND

At its meeting of October 11, 2022, the City Council approved Final Tract Map 7728, and the associated Subdivision Improvement Agreement with Turk Island Ventures, LLC (Nuvera Homes) for a proposed 33-lot single family residential development.

The Nuvera Homes development site is located west of Union City Boulevard and is bound by Seabreeze Park to the north, Westport Way to the south, Carmel Way to the east, and Turk Island Landfill to the west. This is the last parcel to be developed in the 511 Area Specific Plan which was planned and approved by the City Council in 1987.

The 33-lot housing development is located on an approximately 6-acre site that was formerly a part of the larger Turk Island Landfill. The parcel was excavated to remove all contaminated soil and clean dirt was imported to enable the housing development. The remediation work has been completed and the construction of the infrastructure has begun.

DISCUSSION

The tract development will include the construction of a public roadway to serve the new houses. The new roadway will have all standard utilities, including storm, sewer, water, electrical and gas facilities. For the sake of redundancy, ACWD requires a ‘looped’ water main to serve the development. This would allow the water service to continue should a portion of the water main be out of service for maintenance or repairs.

The new water main will connect with the existing mains on Westport Way and Carmel Way to form the loop. However, given the location of the proposed development, adjacent to the City’s parking lot that serves Seabreeze Park, it was necessary to allow a portion of the new water line to be placed in the City’s parking lot to create a redundant, looped system. A portion of the water main will also be located within an easement inside the tract. Exhibit B shows the location of the easements associated with this development.

In order to allow the installation of the water main on City property, which is not a public right-of-way (public street), it was necessary to grant an easement to ACWD. The City Attorney and the ACWD agreed upon the attached Grant of Water Line Easement (Exhibit A).

Following the adoption of the resolution by the City Council, and execution of the easement by the City Manager, the easement document will be returned to ACWD for acceptance by its Board and recordation at the Alameda County Recorder’s Office.

FISCAL IMPACT

There are no costs or fees associated with granting the water line easement to Alameda County Water District.

RECOMMENDATION

Staff recommends that the City Council adopt the attached resolution authorizing the City Manager to execute a Grant of Water Line Easement to Alameda County Water District in association with Nuvera Homes, a 33-lot single family residential development (Tract Map 7728) by Turk Island Ventures, LLC.

Prepared by:

Farooq Azim, City Engineer

Submitted by:

Marilou Ayupan, Public Works Director

ATTACHMENTS:

Description

Type

- | | | |
|---|--|------------|
| ▣ | Resolution | Resolution |
| ▣ | Exhibit A - Grant of Water Line Easement | Exhibit |
| ▣ | Exhibit B - Grant of Water Line Easement (Exhibit) | Exhibit |

RESOLUTION NO. XXXX-23

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF UNION CITY
AUTHORIZING THE CITY MANAGER TO EXECUTE A GRANT OF WATER LINE
EASEMENT TO ALAMEDA COUNTY WATER DISTRICT (ACWD) IN
ASSOCIATION WITH THE DEVELOPMENT OF NUVERA HOMES
(TRACT MAP 7728) BY TURK ISLAND VENTURES, LLC**

WHEREAS, at its meeting of October 11, 2022, the City Council approved Final Tract Map 7728 (Nuvera Homes) for a proposed 33-lot single family residential development by for Turk Island Ventures, LLC; and

WHEREAS, the tract development will include the construction of a public roadway to serve the new houses; and

WHEREAS, for the sake of redundancy, ACWD requires a looped water main to serve the development; and

WHEREAS, the new water main will connect with the existing mains on Westport Way and Carmel Way to form the loop (Exhibit B); and

WHEREAS, the location of the proposed development, adjacent to the City's parking lot that serves the Sea Breeze Park, made it necessary to allow a portion of the new water line to be placed in the City's parking lot; and

WHEREAS, to allow the installation of the water main on City property, which is not a public right-of-way (public street), it was necessary to grant an easement to ACWD; and

WHEREAS, the City Attorney and the Alameda County Water District Council agreed upon the attached Grant of Water Line Easement (Exhibit A).

NOW, THEREFORE, BE IT HEREBY RESOLVED that City Council adopts this resolution authorizing the City Manager to execute a Grant of Water Line Easement to Alameda County Water District; and

BE IT FURTHER RESOLVED that the City Clerk is hereby directed to transmit the executed version of said easement document to ACWD for acceptance by its Board and recordation at the Alameda County Recorder's Office.

PASSED, APPROVED, AND ADOPTED by the City Council of the City of Union City at a regular meeting held on the 26th day of September 2023, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

APPROVED:

CAROL DUTRA-VERNACI
Mayor

ATTESTED:

ANNA M. BROWN
City Clerk

APPROVED AS TO FORM:

KRISTOPHER J. KOKOTAYLO
City Attorney

EXHIBIT A

RECORDING REQUESTED BY AND
WHEN RECORDED RETURN TO:

Alameda County Water District
Attn: District Secretary
P.O. Box 5110
Fremont, CA 94537-5110

SPACE ABOVE THIS LINE FOR RECORDER'S USE

This Instrument is exempt from Recording Fees
(Gov't Code Section 27383)

Grant of Water Line Easement

The undersigned Grantor declares: Documentary transfer tax is \$00.00.
Exempt pursuant to Rev. and Tax Code Section 11922 (Governmental Agency acquiring title)

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,

CITY OF UNION CITY ("Owner")

HEREBY GRANTS to the Alameda County Water District ("District") a perpetual easement over, across, through and/or under the real property described on Exhibit A and depicted on Exhibit B, each of which is attached hereto and incorporated herein (the "Easement Area"). The Easement Area may be used for the purposes of installing, constructing, reconstructing, removing, replacing, repairing, maintaining and using pipeline(s) for the conveyance of potable or nonpotable water, together with valves, braces, concrete vaults and other appurtenances and fittings, devices for controlling electrolysis, and underground wires, cables, conduits and other electrical conductors and appurtenances for power and/or communication purposes, together with ingress and egress across the Easement Area for any of the aforesaid purposes.

This Grant of Easement includes the right to excavate and refill ditches and/or trenches for the location or relocation of such pipelines and appurtenances, and the right to remove trees, bushes, undergrowth and other obstructions interfering with the construction, maintenance, repair, replacement and/or use of such pipelines, and the further right to mark the location of the Easement Area by suitable markers set in the ground, provided that such markers shall be placed in locations which will not interfere with Owner's rights reserved hereunder. District shall not fence the Easement Area. District shall promptly backfill any excavations made by it on the Easement Area and repair any damage it does to Owner's property, including the Easement Area, to the condition as reasonably determined by the District and the Owner. District shall obtain all necessary permits and approvals prior to commencing any work in or around the Easement Area. Except in cases of emergency, District shall not perform any work in the Easement Area without first providing the Owner at least fourteen (14) days prior written notice. Submittal of any required permit application to the City shall satisfy this notice requirement.

District shall defend and indemnify and hold harmless Owner, and its officials, directors, officers, agents, employees, consultants and contractors, from and against all liability, claims, demand, damages, losses, expenses and other costs, including the reasonable costs of defense and attorney's fees (collectively, "Liability"), arising out of District's use of the Easement Area or performance of its obligations hereunder, except to the extent such Liability is caused by negligence or willful misconduct of Owner.

Owner shall defend and indemnify and hold harmless District, and its officials, directors, officers, agents, employees, consultants and contractors, from and against all Liability related to the Easement Area to the extent that the Owner's negligence or willful misconduct causes the Liability.

CITY OF UNION CITY,
a California municipal corporation

Date: _____

By: _____

Name: _____

Title: _____

ACKNOWLEDGMENT

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

State of California

County of _____)

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

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

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

WITNESS my hand and official seal.

Signature _____ (Seal)

CERTIFICATE OF ACCEPTANCE

This is to certify that the interest in real property conveyed by the Grant of Easement dated _____ from CITY OF UNION CITY, a California municipal corporation, to ALAMEDA COUNTY WATER DISTRICT, a political corporation, is hereby accepted by order of the undersigned officer pursuant to authority conferred by Resolution No. 12-082 of the Board of Directors of Alameda County Water District adopted on December 13, 2012, and the Grantee consents to recordation thereof by its duly authorized officer.

Dated: _____

Gina Markou, District Secretary
Alameda County Water District

WATER LINE EASEMENT

EXHIBIT A

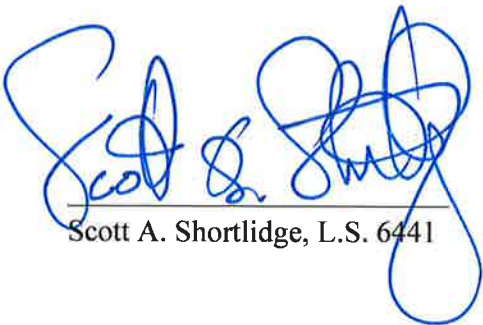
Real property situate in the City of Union City, County of Alameda, State of California, being a portion of Parcel "B" as shown on map of Tract 6734, filed for record on November 13, 1997, in Book 235 of Maps, at Pages 57-63, Official Records of Alameda County, and being more particularly described as follows:

Commencing at the most southeastern corner of said Parcel "B"; thence along the south line of Parcel "B", South 84° 45' 06" West, 54.05 feet for the **Point of Beginning**; thence continuing along said south line, South 84° 45' 06" West, 463.97 feet; thence crossing through said Parcel "B" for the following six (6) courses: (1) North 21° 50' 57" West, 18.74 feet; (2) North 68° 09' 03" East, 34.71 feet; (3) North 85° 58' 41" East, 134.23 feet; (4) North 85° 07' 57" East, 52.11 feet; (5) North 86° 22' 00" East, 249.85 feet; and (6) South 05° 14' 54" East, 17.61 feet to the **Point of Beginning**.

Containing 10,833 square feet (0.25 acres) of land area, more or less.

See Exhibit B – Plat to Accompany Legal Description which is attached hereto and made a part hereof.

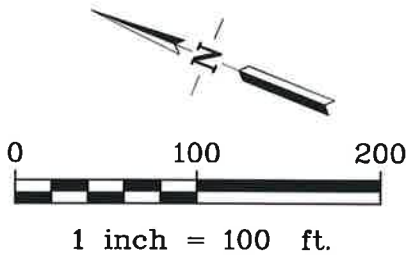
END OF DESCRIPTION


Scott A. Shortlidge, L.S. 6441

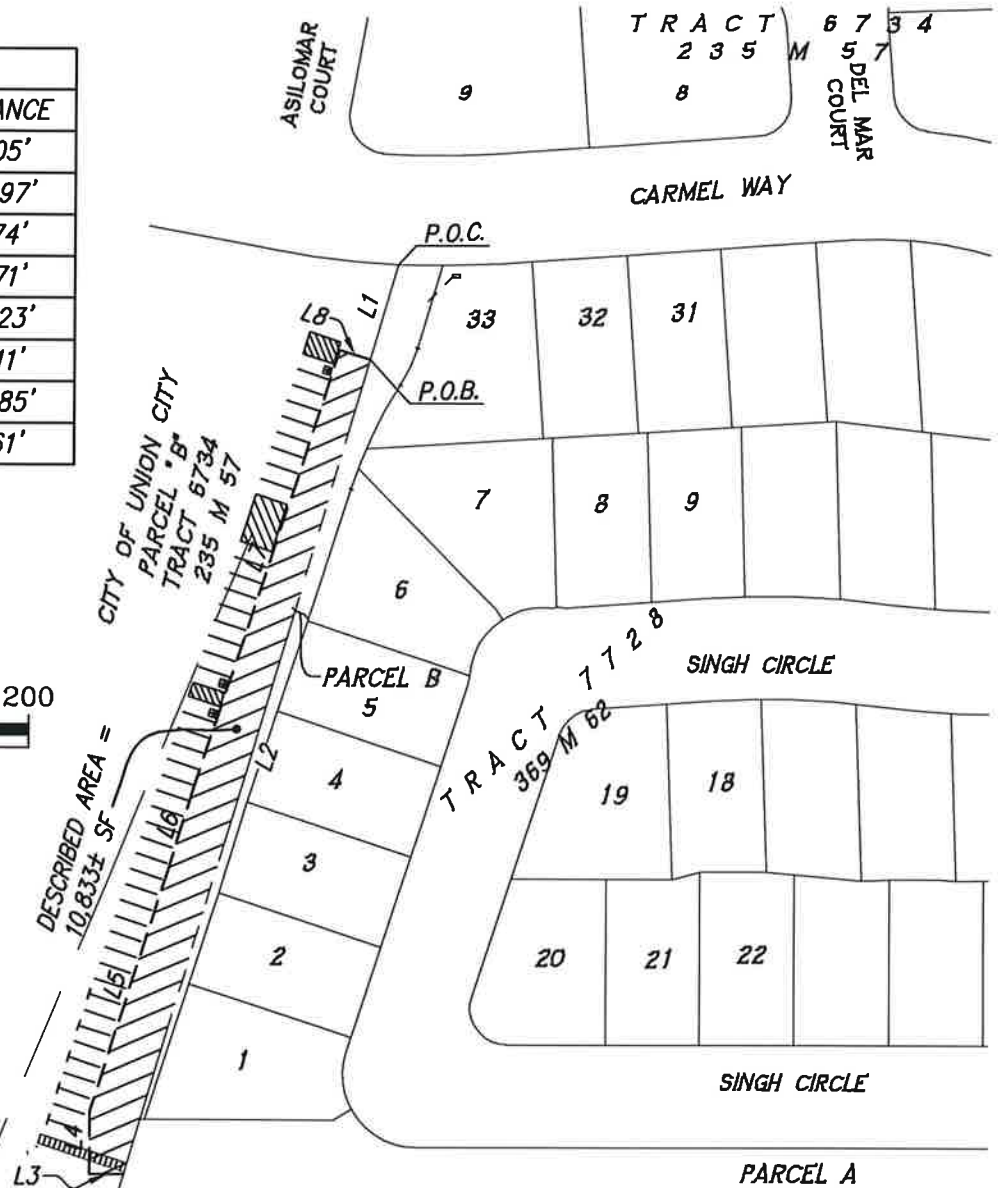


7-26-2023
Date

LINE TABLE		
LINE	BEARING	DISTANCE
L1	S84°45'06"W	54.05'
L2	S84°45'06"W	463.97'
L3	N21°50'57"W	18.74'
L4	N68°09'03"E	34.71'
L5	N85°58'41"E	134.23'
L6	N85°07'57"E	52.11'
L7	N86°22'00"E	249.85'
L8	S05°14'54"E	17.61'



SCOTT A. SHORTLIDGE, L.S. 6441



JOSEPH W. SMITH, LLC, ETAL
APN: 482-0050-010-06

LEGEND

-----	EASEMENT LINE
-----	ADJACENT PROPERTY LINE
P.O.B.	POINT OF BEGINNING
P.O.C.	POINT OF COMMENCEMENT
SF	SQUARE FEET

EXHIBIT B

PLAT TO ACCOMPANY LEGAL DESCRIPTION FOR WATER LINE EASEMENT

CITY OF UNION CITY, ALAMEDA COUNTY, CALIFORNIA

C:\JOB2015\151049\DRAWING\PLATS\ACWD EASEMENT.DWG 7/26/2023 10:10:31 AM



RUGGERI-JENSEN-AZAR

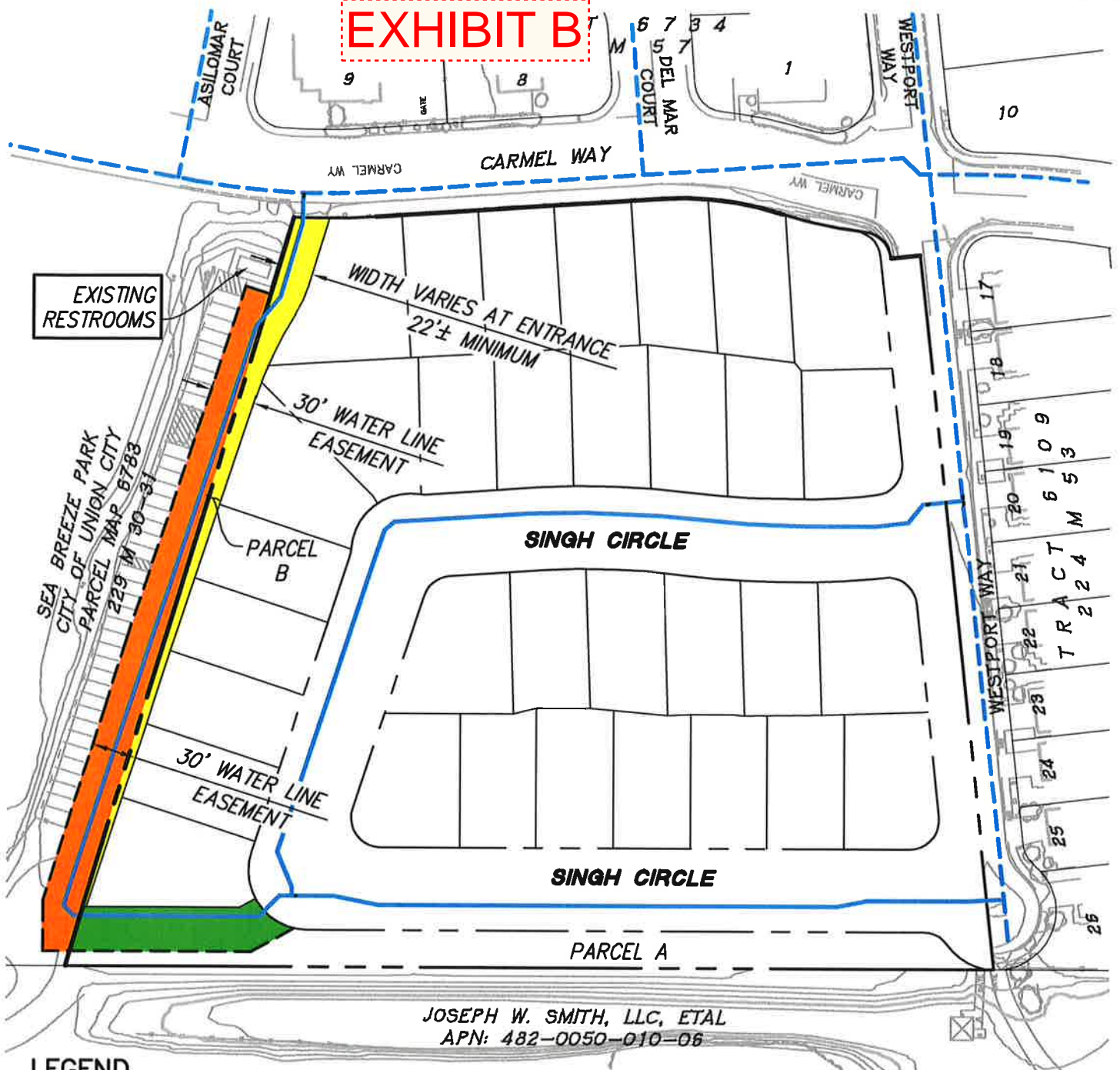
ENGINEERS • PLANNERS • SURVEYORS
4690 CHABOT DRIVE, SUITE 200 PLEASANTON, CA 94588
PHONE: (925) 227-9100 FAX: (925) 227-9300

SCALE:
1"=100'

DATE:
7-26-2023

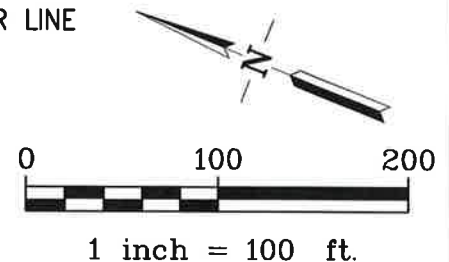
JOB NO.:
151049

EXHIBIT B



LEGEND

- PROPOSED WATER LINE
- EXISTING WATER LINE
- EASEMENT ACROSS CITY PROPERTY TO BE GRANTED BY SEPARATE INSTRUMENT
- PARCEL A OF NEW TRACT 7728 TO HOA AND EASEMENT TO BE GRANTED ON FINAL MAP TO ACWD
- PARCEL B OF NEW TRACT 7728 TO BE DEDICATED TO CITY AND PORTION OF EASEMENT TO ACWD



TURK ISLAND ACWD WATER LINE EASEMENTS EXHIBIT

CITY OF UNION CITY, ALAMEDA COUNTY, CALIFORNIA
City Council/RSA Agenda

RJA
RUGGERI-JENSEN-AZAR
ENGINEERS • PLANNERS • SURVEYORS
4690 CHABOT DRIVE, SUITE 200 PLEASANTON, CA 94588
PHONE: (925) 227-9100 FAX: (925) 227-9300

SCALE:
1"=100'

DATE:
1-16-2020

JOB NO.:
151049



Agenda Item

DATE: 9/26/2023

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: MARILOU AYUPAN, PUBLIC WORKS DIRECTOR

SUBJECT: ADOPT A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE THE FIRST AMENDMENT TO THE CONSULTING SERVICES AGREEMENT WITH PARK ENGINEERING, IN THE AMOUNT OF \$100,000, FOR INSPECTION SERVICES, FOR A TOTAL CONTRACT AMOUNT OF \$174,000

Staff recommends that the City Council adopt the attached resolution authorizing the City Manager to execute the First Amendment to the Consulting Services Agreement with Park Engineering, in the amount of \$100,000, for Public Works inspection services, for a total contract amount of \$174,000.

STRATEGIC PLAN ALIGNMENT

This agenda item is in alignment with the following:

Goal D: Create a healthy, sustainable community and maintain and improve the City's Infrastructure.

BACKGROUND

The inspection staff in the Public Works Engineering Division consists of a Supervising Construction Inspector, a Lead Construction Inspector, and a Public Works Inspector. The Public Works Inspector position became vacant in early June 2023 and Public Works has since contracted with Park Engineering to assist with the demanding inspection workload. Staff anticipates that the vacant position will be filled by the end of this year and requests an amendment to the current contract with Park Engineering until the new inspector is hired.

DISCUSSION

The Public Works inspection staff monitors construction of various projects to ensure the projects meet City engineering standards and are built to City specifications. There are several significant construction projects

underway, including fiber optic infrastructure installations by communication companies throughout the City, PG&E electrical upgrade work on Hilton Street and Arizona Street, several EVgo charging station installations on Decoto Road, a PG&E gas main and service laterals installation on Rocklin Drive and Bel-Aire Street, and Veasy Street sewer main repair work, to name a few. A major PG&E underground electrical project along Decoto Road is also still in progress.

The Public Works inspection staff oversees all the encroachment permit work in City streets. The City requires utility companies and development contractors who construct utility, traffic signal, roadway, or sidewalk improvements within the City's public rights-of-way to get an Encroachment Permit to ensure that proposed improvements meet the City's design criteria and standard details. In the past three years, the City has issued about one thousand eighty-eight (1,088) Encroachment Permits totaling over \$1,293,000 in revenue, which support the General Fund.

On June 1, 2023, the City entered into a Consulting Services Agreement with Park Engineering (C5967), in the amount of \$74,000, to address the vacancy created by the departure of the Public Works Inspector. Staff is satisfied with the performance of Park Engineering and would like to continue using their services.

The First Amendment to the Consulting Services Agreement with Park Engineering, in the amount of \$100,000, will allow for the continued provision of inspection services for the Public Works Engineering Division until the vacant position is filled, which staff projects will be by the end of 2023.

FISCAL IMPACT

The total cost of the First Amendment to the Consulting Services Agreement with Park Engineering is \$100,000 and will be funded with salary savings in the following funds:

FUND	ACCOUNT NUMBER	AMOUNT
General Fund	1110-3104-33004-51110	\$20,000
Gas Tax Fund	2510-3104-33004-51110	\$40,000
AW Vehicle Impact Fund	2620-3104-33004-51110	<u>\$40,000</u>
Total		\$100,000

RECOMMENDATION

Staff recommends that the City Council adopt the attached resolution authorizing the City Manager to execute the First Amendment to the Consulting Services Agreement with Park Engineering, in the amount of \$100,000, for inspection services, for a total contract amount of \$174,000.

Prepared by:

Jose Gutierrez, Supervising Construction Inspector

Submitted by:

Marilou Ayupan, Public Works Director

ATTACHMENTS:

Description	Type
📎 Attachment 1 - First Amendment to CSA	Attachment
📎 Resolution	Resolution

**FIRST AMENDMENT TO THE
CONSULTING SERVICES AGREEMENT**

THIS FIRST AMENDMENT (the “First Amendment”) is effective as of this 26th day of September, 2023 by and between **THE CITY OF UNION CITY**, a municipal corporation, (“City”) and **PARK ENGINEERING**, (“Consultant”), collectively referred to as the “Parties.”

W I T N E S S E T H:

WHEREAS, on June 1, 2023, the Parties entered into a Consulting Services Agreement (“Agreement”) wherein the Consultant will provide the City with consulting services related to Encroachment Permit Inspection Services, in the amount of \$74,000; and

WHEREAS, the Parties desire to amend the Agreement to increase the compensation by \$100,000; and

WHEREAS, the City and Consultant desire to enter into this First Amendment.

NOW, THEREFORE, the Parties hereto do mutually agree as follows:

1. Section 2 “COMPENSATION” of the Agreement is hereby amended to increase the total amount of compensation by **One Hundred Thousand Dollars (\$100,000)**. The total compensation under the agreement shall not exceed a total contract amount of **One Hundred Seventy-Four Thousand Dollars (\$174,000)**. The first sentence shall now read:

City hereby agrees to pay Consultant a sum not to exceed **One Hundred Seventy-Four Thousand Dollars (\$174,000)**, notwithstanding any contrary indications that may be contained in Consultant's proposal, for services to be performed and reimbursable costs incurred under this Agreement.

2. All other provisions of the Agreement, remain unchanged except as modified by this First Amendment.


SIGNATURES ON THE FOLLOWING PAGE

IN WITNESS WHEREOF, the City and the Consultant have executed this Amendment effective as of the date hereinabove written.

THE CITY OF UNION CITY

PARK ENGINEERING

By _____
Joan Malloy
City Manager

By  _____
Jaemin Park
President

Attest:

Anna M. Brown
City Clerk

Approved as to Form:

Kristopher J. Kokotaylo
City Attorney

RESOLUTION NO. XXXX-23

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF UNION CITY
APPROVING THE FIRST AMENDMENT TO THE CONSULTING SERVICES
AGREEMENT WITH PARK ENGINEERING, IN THE AMOUNT OF \$100,000,
FOR INSPECTION SERVICES, FOR A TOTAL
CONTRACT AMOUNT OF \$174,000**

WHEREAS, the Public Works Inspector position is currently vacant and the City is actively recruiting to fill the position because of the workload of construction activities with active CIP projects and approved development projects; and

WHEREAS, the Public Works inspection staff monitors construction of various projects to ensure they meet City engineering standards and are built to City specifications. There are currently multiple significant construction projects underway, in addition to the encroachment permit work, which generates significant revenue for the City; and

WHEREAS, on June 1, 2023, Union City entered into a Consulting Services Agreement (C5967) with Park Engineering to provide inspection services, in the amount of \$74,000; and

WHEREAS, the First Amendment to the Consulting Services Agreement with Park Engineering, in the amount of \$100,000, will allow for continued inspection services to assist the Public Works Engineering Division with CIP and development projects, grading and encroachment permits; and

WHEREAS, the First Amendment, in the amount of \$100,000, will be funded with salary savings in the following funds: \$20,000 in the General Fund - Account No. 1110-3104-33004-51110; \$40,000 in the Gas Tax Fund - Account No. 2510-3104-33004-51110; and \$40,000 in the AW Vehicle Impact Fund - Account No. 2620-3104-33004-51110.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Union City hereby approves the First Amendment to the Consulting Services Agreement with Park Engineering (C5967), in the amount of \$100,000, for encroachment permit inspection services, for a total contract amount of \$174,000; and

BE IT FURTHER RESOLVED that the City Council of the City of Union City hereby authorizes the City Manager to execute the First Amendment to the Consulting Services Agreement with Park Engineering.

PASSED, APPROVED, AND ADOPTED by the City Council of the City of Union City at a regular meeting held on the 26th day of September 2023, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

APPROVED:

CAROL DUTRA-VERNACI
Mayor

ATTESTED:

APPROVED AS TO FORM:

ANNA M. BROWN
City Clerk

KRIS KOKOTAYLO
City Attorney



Agenda Item

DATE: 9/26/2023

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: JASON CASTLEBERRY, HUMAN RESOURCES DIRECTOR

SUBJECT: ADOPT A RESOLUTION APPROVING AN AMENDMENT TO THE CLASSIFICATION AND COMPENSATION PLAN TO UPDATE THE CLASS SPECIFICATION FOR THE CLASSIFICATIONS OF TRANSIT PLANNER – ASSISTANT, TRANSIT PLANNER – ASSOCIATE, AND VEHICLE HEAVY EQUIPMENT MECHANIC

Staff recommends that the City Council adopt a resolution to approve an amendment to the City's Classification and Compensation Plan update the class specifications for Transit Planner – Assistant, Transit Planner Associate, and Vehicle Heavy Equipment Mechanic.

STRATEGIC PLAN ALIGNMENT

This program supports Goal B. Governance and Organization Effectiveness of the strategic plan in aligning critical city services with current staffing levels.

BACKGROUND

As part of a review of the Transit Planner - Assistant and Transit Planner - Associate job duties and the needs of City's Public Works Department relative to finding qualified candidates to conduct a successful recruitment, staff recommends minor modifications to the classification specification/job description. As a part of a review of the Vehicle Heavy Equipment Mechanic, staff is correcting a clerical error/typo in the minimum qualifications of the section of specification/job description, as consistent with the qualification and expectations of the role.

DISCUSSION

The proposed classification specifications include slight modifications overall. The goal is to provide clarity on essential functions, qualifications and certifications during the next recruitment. The City has met and conferred with the Professional Employees Group (PEG) regarding the proposed revisions to the class specification for Transit Planner – Assistant and Transit Planner - Associate. Additionally, the City has met and conferred with the Service Employees International Union (SEIU) regarding the proposed revisions to the class specifications for

Vehicle Heavy Equipment Mechanic. No change to the current salary ranges for all classification specifications are recommended at this time. The Public Works Department worked with the Human Resources Department to ensure the class specification is updated prior to future recruitments.

FISCAL IMPACT

There is no fiscal impact for the position specification changes being proposed.

RECOMMENDATION

Staff recommends that the City Council adopt the attached resolution to approve an amendment to the City's Classification and Compensation Plan to update the class specifications/job descriptions of Transit Planner – Assistant, Transit Planner – Associate, and Vehicle Heavy Equipment Mechanic.

Prepared by:

Jason Castleberry, Human Resources Director

Submitted by:

Jason Castleberry, Human Resources Director

ATTACHMENTS:

Description	Type
❑ Attachment 1: Job Specification, Transit Planner - Assistant (Redlined)	Attachment
❑ Attachment 2: Job Specification, Transit Planner - Associate (Redlined)	Attachment
❑ Attachment 3: Job Specification, Vehicle Heavy Equipment Mechanic (Redlined)	Attachment
❑ Resolution	Resolution
❑ Job Specification, Transit Planner - Assistant (Clean Copy)	Exhibit
❑ Job Specification, Transit Planner - Associate (Clean Copy)	Exhibit
❑ Job Specification, Vehicle Heavy Equipment Mechanic (Clean Copy)	Exhibit



Assistant Transit Planner

Bargaining Unit: Professional Employees' Group
FLSA Status: Non-Exempt

DEFINITION

Under close supervision, the Assistant Transit Planner is responsible for providing entry-level support to assist in the development, administration and analysis of the City's public transit programs.

CLASS CHARACTERISTICS

This is the entry-level class in the Transit Planner series and will receive direction and guidance from the Transit Manager. Work given to an incumbent in this class involves assisting in analysis and development of transit programs and services, research of new trends in public transit and comparing how Union City provides service delivery, and participation in coordination events or meetings on behalf of Union City ~~is given to an incumbent in this class~~. The Assistant Transit Planner has basic knowledge of the operating procedures and policies of transit and/or transportation planning. An incumbent may advance to the higher levels after gaining experience and demonstrating proficiency that meets the qualifications of the ~~next~~ higher-level classes. ~~Work is reviewed upon completion of assignments through analysis of draft documents or reports for adequacy, factual content and presentation as well as the soundness of interpretations and conclusions. The Assistant Transit Planner receives considerable direction and assistance from the Transit Manager.~~

EXAMPLES OF DUTIES *(illustrative only)*

- Assist in the planning, operations and activities of the City's public transit programs (fixed route ~~and~~, paratransit, and microtransit).
- Assist in a variety of studies for the preparation, analysis, or evaluation of reports and grant requests.
- Assist in the development of regularly occurring required plans or programs such as the Short Range Transit Plan (S RTP), Title VI and Language Assistance Plan (LAP), Transit Asset Management (TAM) Plan, and Public Transportation Agency Safety Plan (PTASP).
- Assist in the preparation of the scope of work (RFP's, IFB's, etc.) and other contract management related tasks such as monitoring and closeout of service and maintenance contracts, professional services, vehicle procurements, etc.

- Use web-based programs designed to provide information to the Computer Assisted Dispatch and Automatic Vehicle Location (CAD/AVL) systems used to track vehicles and provide information to the region's 511 system.
- Work with other City departments, other transit agencies and other public agencies to provide adequate transit amenities, service levels, service coordination and transit or transportation mitigation measures.
- Investigate and respond to inquiries and/or requests by members of the public regarding transit system policies, procedures and services.
- Provide minor assistance ~~awith the Public Works MaintenanceDepartment-Facility (Corporation Yard)~~ as needed where the incumbent's desk will be located.
- Perform related duties, responsibilities and assist in special projects as needed.

QUALIFICATIONS

Any combination of experience and training that could likely provide the required knowledge and abilities is qualifying. A typical way to obtain the knowledge and abilities would be:

Education and Experience:

Bachelor's degree preferably in transportation planning or other closely related field; and six (6) months of transit planning and/or transportation planning experience which includes, but not limited to, assisting with: field checks, schedule analysis, review transit data, marketing materials, and regional coordination.

Licenses and Certificates:

Possession of a valid Class C California Driver's License with a satisfactory driving record.

Knowledge Of:

- Basic principles, practices and techniques of transit and/or transportation planning; data sources for transit and/or transportation research.
- ~~Basic Microsoft Office~~
- ~~Planning a trip using an internet based program~~
- ~~Familiarity~~ Basic familiarity with creating visual graphics digitally or physically.
- Basic Paratransit requirements.
- Basic Americans with Disabilities Act (ADA) regulations.
- General Civil Rights regulations.
- Funding sources for transit industry.
- Industry trends and legislation pertaining to transit industry.

- Building and Maintaining a General Transit Feed Service (GTFS) along with its variations.

Ability To:

- Assist in administering contractual agreements related to public transit systems.
- Assist in analyzing and developing comprehensive basic transit programs.
- Gather, organize and analyze statistical data.
- Interpret, explain and apply public transit policies and procedures and regulatory requirements.
- Utilize Microsoft Office, and similar software, create visual graphics and perform office work.
- Planning a trip using an internet based program.
- Express ideas clearly and concisely, orally and in writing to groups and individuals.
- Establish and maintain effective working relationships with other employees and the public.
- Work through direct supervision.

Licenses and Certificates:

Possession of a valid Class C California Driver's License with a satisfactory driving record.

Education and Experience:

Bachelor's degree preferably in transportation planning or other closely related field; and six (6) months of transit planning and/or transportation planning experience.

WORKING CONDITIONS, ADA AND OTHER REQUIREMENTS

The City of Union City is an equal opportunity employer. The City of Union City will comply with its obligations under the law to provide equal employment opportunities to qualified individuals with disabilities.

Positions in this class typically require: sitting, stooping, kneeling, crouching, reaching, standing, walking, pushing, pulling, lifting, fingering, grasping, talking, hearing, seeing, and repetitive motions.

Sedentary Work: Exerting up to 10 pounds of force occasionally and/or a negligible amount of force frequently or constantly to lift, carry, push, pull or otherwise move objects. Sedentary work involves sitting most of the time. Jobs are sedentary if walking and standing are required only occasionally and all other sedentary criteria are met.

Incumbents generally work in a typical office environment with adequate light and temperature. There may be occasional exposure to fumes, noxious odors, dust, mist, gases, poor ventilation, underground/confined/restricted working environment and exposure to loud noise. [This position is based out of the City's Corporation Yard which is an active operational facility with uneven surfaces and vertical hazards that require appropriate footwear and clothing.](#)

Travel: Positions in this class may require local travel and statewide travel as necessary.



Associate Transit Planner

Bargaining Unit: Professional Employees' Group
FLSA Status: Non-Exempt

DEFINITION

Under general supervision, the Associate Transit Planner is responsible for performing paraprofessional work to assist in the development, administration and analysis of the City's public transit programs.

CLASS CHARACTERISTICS

This is an experienced-level class within the Transit Planner series, and will receive general direction from the Transit Manager. Work given to an incumbent in this class involves general analysis and development of transit programs and services, research of new trends in public transit and comparing how Union City provides service delivery, and participation in coordination events or meetings on behalf of Union City resulting in recommendations based on the incumbent's work. The Associate Transit Planner has general knowledge of the operating procedures and policies of transit and/or transportation planning. ~~An incumbent may advance to journeyhigher-level after gaining experience and demonstrating proficiency that meets the qualifications of the journeyhighest-level class. The Associate Transit Planner receives general direction from the Transit Manager.~~

EXAMPLES OF DUTIES *(illustrative only)*

- Evaluates general planning, operations and activities of the City's public transit programs (fixed route ~~and~~, paratransit, and microtransit).
- Coordinates a variety of studies for the preparation, analysis, or evaluation of reports and grant requests.
- Prepares the development of regularly occurring required plans or programs, such as the Short Range Transit Plan (S RTP), Title VI and Language Assistance Plan (LAP), Transit Asset Management (TAM) Plan, and Public Transportation Agency Safety Plan (PTASP).
- Coordinates the preparation of the scope of work (RFP's, IFB's, etc.) and other contract management related tasks such as monitoring and closeout of service and maintenance contracts, professional services, vehicle procurements, etc.

- Work with other City departments, other transit agencies and other public agencies to provide adequate transit amenities, service levels, service coordination and transit or transportation mitigation measures.
- Use, review, and recommend web-based programs designed to provide information to the Computer Assisted Dispatch and Automatic Vehicle Location (CAD/AVL) systems used to track vehicles and provide information to the region's 511 system, provide service planning, and can generate the required versions of the general transit feed services by the region and state.
- Investigate and respond to inquiries and/or requests by members of the public regarding transit system policies, procedures and services.
- Provide general assistance at with the Public Works Maintenance Department Facility (Corporation Yard) as needed where the incumbent's desk will be located.
- Perform related duties, responsibilities and assist in special projects as needed.

QUALIFICATIONS

Any combination of experience and training that could likely provide the required knowledge and abilities is qualifying. A typical way to obtain the knowledge and abilities would be:

Education and Experience:

Bachelor's degree preferably in transportation planning or other closely related field.

AND

Two (2) years of direct transit planning and/or transportation planning experience which includes, but not limited to: field checks, schedule analysis, review transit data, marketing materials, and regional coordination -OR- Three (3) years of indirect transit and/or transportation planning experience which may include, but not limited to, transit administrative, Federal Civil Rights compliance, capital procurement, and human services transportation management may be considered in lieu of two (2) years as a planner.

A master's degree is preferred and can be substituted for one (1) year of experience.

Licenses and Certificates:

Possession of a valid Class C California Driver's License with a satisfactory driving record.

Knowledge Of:

- Principles, practices and techniques of transit [and/or](#) transportation planning; data sources for transit [and/or](#) transportation research.
- Basic Paratransit requirements.
- Basic [Americans with Disabilities Act \(ADA\)](#) regulations.
- [Basic-General](#) Civil Rights regulations.
- Funding sources for transit industry.
- Industry trends and legislation pertaining to transit industry.
- ~~• Intermediate Microsoft Office.~~
- ~~• Planning a trip using an internet based program.~~
- Building and Maintaining a [General Transit Feed Service \(GTFS\)](#) [along with its variations](#).
- ~~• Familiarity Intermediate familiarity with creating visual graphics digitally or physically.~~

Ability To:

- Coordinate the administration of contractual agreements related to public transit systems.
- Coordinate the development and analysis of comprehensive transit programs.
- Evaluate joint procurements for use [including regulations and limitations](#).
- Evaluate new types of service or programs offered by other agencies for [consideration and](#) implementation.
- Gather, organize and analyze statistical data [and organize into a presentable format](#).
- Produce [and/or present](#) reports [and/or presentations](#) for City Council and ~~o~~Outside Agencies.
- ~~•~~ Interpret, explain and apply public transit policies and procedures and regulatory requirements.
 - ~~• Utilize Microsoft Office, and similar software, create visual graphics and perform office work.~~
 - ~~• Planning a trip using an internet based program.~~
 - ~~•~~
- Express ideas clearly and concisely, orally and in writing to groups and individuals.
- Establish and maintain effective working relationships with other employees and the public.
- Create and ~~m~~aintain ~~C~~ollateral for ~~p~~ublication ~~–(e.g.,~~ in Adobe Creative Suite. [Canva, etc.](#)).
- Work under general supervision.

~~Licenses and Certificates:~~

~~Possession of a valid Class C California Driver's License with a satisfactory driving record.~~

~~Education and Experience:~~

~~Bachelor's degree preferably in transportation planning or other closely related field; and two (2) years of transit planning and/or transportation planning experience. Three (3) years of progressively complex experience in public transit only as coordinator, analyst, technicians, or engineer may be considered in lieu of two (2) years as a planner. A master's degree is preferred and can be substituted for one (1) year of experience. Non-academic educational development courses may not be considered as part of an incumbents educational requirements, but may be considered as part of an incumbents abilities.~~

WORKING CONDITIONS, ADA AND OTHER REQUIREMENTS

The City of Union City is an equal opportunity employer. The City of Union City will comply with its obligations under the law to provide equal employment opportunities to qualified individuals with disabilities.

Positions in this class typically require: sitting, stooping, kneeling, crouching, reaching, standing, walking, pushing, pulling, lifting, fingering, grasping, talking, hearing, seeing, and repetitive motions.

Sedentary Work: Exerting up to ten (10) pounds of force occasionally and/or a negligible amount of force frequently or constantly to lift, carry, push, pull or otherwise move objects. Sedentary work involves sitting most of the time. Jobs are sedentary if walking and standing are required only occasionally and all other sedentary criteria are met.

Incumbents generally work in a typical office environment with adequate light and temperature. There may be occasional exposure to fumes, noxious odors, dust, mist, gases, poor ventilation, underground/confined/restricted working environment and exposure to loud noise. This position is based out of the City's Corporation Yard which is an active operational facility with uneven surfaces and vertical hazards that require appropriate footwear and clothing.

Travel: Positions in this class may require local travel and statewide travel as necessary.

Vehicle/Heavy Equipment Mechanic

Bargaining Unit: SEIU Local 1021
FLSA Status: Non-Exempt

DEFINITION

Under the supervision of the Fleet Supervisor, the Vehicle/Heavy Equipment Mechanic performs a wide variety of preventative and periodic maintenance on City owned vehicles and equipment.

CLASS CHARACTERISTICS

This is a journey-level position where the incumbent is expected to provide customer service to City departments operating vehicles and equipment. Incumbent must be able to work independently and/or as a member of a team on various projects as assigned.

EXAMPLES OF DUTIES

- Performs full range of preventative and periodic maintenance and repair, modification and installation services to City fleet;
- Completes service orders on assigned vehicles and equipment by performing preventative maintenance, repair and overhaul of gasoline, diesel, alternative fuel, hybrid and electric automobiles, light and medium duty trucks and related equipment that includes but is not limited to emergency generators, small construction equipment, bituminous machine, trailers, arrow board trailers, message board trailers, gas, diesel, and electric driven carts, landscape trucks, paints prayer trucks and pressure washer trailers;
- Operates a wide variety of automotive related tools and equipment, such as: electronic engine analyzer and other diagnostic equipment, automotive electrical testing and charging devices; grinding, cutting and welding apparatus; metal fabricating tools; alternative fuel vehicle tools and testers; taps and dies; presses and pullers; air conditioning equipment; and other shop related tools;
- Welds and fabricates as needed for repair or construction; repairs and maintains hydraulic systems; diagnoses and repairs electrical systems;
- Repairs light and heavy-duty brake systems; maintains emission control systems; repairs and installs tires; maintains shop and facility equipment;
- Performs transfers of special gear from old to new units, usually requiring modification to fit properly;
- Submits daily work orders and logs, keeps records; enters work order information and makes reports as required. Monitors fuel deliveries, cleans shop and shop tools; orders and stores parts needed for inventory.

- Performs preventative and periodic maintenance and repair of the Compressed Natural Gas, gasoline and diesel fueling stations, fuel and service emergency generators.
- Obtains and maintains professional certifications when needed.
- Performs daily work tasks in a safe manner according to current professionally accepted safety practices.
- Participates in City safety and environmental committees, as assigned;
- Perform other [related](#) duties as required.

QUALIFICATIONS

Education and Experience:

A sufficient combination of work experience, training and/or education which demonstrates possession of and competency in requisite knowledge, skills and abilities such as:

High school diploma, GED, or equivalent and two (2) years of experience as a vehicle/heavy duty mechanic.

Licenses and Certificates:

Possession of a valid [commercial](#) Class C Driver's License with a satisfactory driving record.

Possession of a Class A Driver's License within 6 months of employment.

Knowledge Of:

- Principles and operation of internal combustion gasoline, diesel, CNG, and alternative fuel engines and hybrid powertrains;
- Maintenance, repair, and overhaul requirements of light and medium duty trucks, automobiles, small construction equipment and other equipment that includes but is not limited to emergency generators, bituminous machine, trailers, arrow board trailers, message board trailers, landscape trucks, paint sprayer trucks, gas, diesel, and electric driven carts;
- The uses of oils, greases and lubricating devices;
- The methods used to tune-up automotive vehicles;
- The use of testing equipment such as an electronic engine analyzer, voltmeter, exhaust emission analyzer, and oscilloscope
- Maintenance and repair of hydraulic systems, air systems, cooling systems, automatic and standard transmissions and clutches;
- Automotive electronic principles and operations including schematic concepts;
- Preventative maintenance inspection methods;
- Garage safety procedures;
- The method of operation and use of a variety of automotive vehicles and equipment, including gas and electric welding equipment;

- The assembly and operation of auxiliary equipment typically found in vehicles, trucks and construction equipment;
- The vehicle code pertaining to lighting systems, emission control systems, and brake systems;
- The methods used in metal fabrication; safe work practices and use of required safety equipment.

Ability To:

- Diagnose defects in and perform repairs on a wide variety of automotive and construction equipment; ability to weld and fabricate;
- Operate motor vehicles and motorized equipment;
- Use and care for related tools and equipment;
- Understand and follow oral and written instructions;
- Prepare job reports;
- Operate and use a computer;
- Work effectively as part of a group or team;
- Deal tactfully and effectively with the public, vendors and fellow employees;
- Providing excellent customer service to internal and external customers;
- Effectively communicate with others in all settings.

WORKING CONDITIONS, ADA AND OTHER REQUIREMENTS

Positions in this class typically require: sitting, stooping, kneeling, crouching, reaching, standing, walking, pushing, pulling, lifting, fingering, grasping, talking, hearing, seeing, and repetitive motions.

Medium Work: Exerting 20 to 50 pounds of force occasionally, and/or 10 to 25 pounds of force frequently, and/or greater than negligible up to 10 pounds of force constantly to move objects.

Incumbents generally work in an enclosed workspace with adequate light and temperature. There may be occasional exposure to fumes, noxious odors, dust, mist, gases, poor ventilation, underground/confined/restricted working environment and exposure to loud noise.

The City of Union City is an equal opportunity employer. The City of Union City will comply with its obligations under the law to provide equal employment opportunities to qualified individuals with disabilities.

Travel: Positions in this class may require local and statewide travel as necessary.

RESOLUTION NO.

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
UNION CITY AMENDING THE CLASSIFICATION AND
COMPENSATION PLAN TO UPDATE THE CLASS
SPECIFICATION FOR THE CLASSIFICATIONS OF
TRANSIT PLANNER – ASSISTANT, TRANSIT PLANNER –
ASSOCIATE AND VEHICLE HEAVY EQUIPMENT
MECHANIC**

WHEREAS, the City has undertaken an inquiry and recommends that the City Council update the class specification for the positions of Transit Planner - Assistant, Transit Planner - Associate and Vehicle Heavy Equipment Mechanic; and

WHEREAS, City staff have undertaken an analysis of necessary updates to the classification and compensation plan to update the class specification for the classifications of Transit Planner - Assistant, Transit Planner - Associate and Vehicle Heavy Equipment Mechanic; and

WHEREAS, the City Council has identified in the Strategic Plan Goal B, Governance and Organization Effectiveness to align critical city services with current staffing levels by ensuring the accuracy and clarity for the Transit Planner - Assistant, Transit Planner - Associate and Vehicle Heavy Equipment Mechanic class specifications; and

WHEREAS, the City Manager or her designee has met and conferred in good faith with the representatives of all bargaining units related to the above matters.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Union City hereby approves the updated Transit Planner - Assistant, Transit Planner - Associate and Vehicle Heavy Equipment Mechanic class specifications, attached hereto and incorporated herein by reference, effective September 26, 2023.

BE IT FURTHER RESOLVED that the City Council hereby authorizes the City Manager to take such further actions as may be necessary to implement the proposed revisions to the class specification for the classifications of Transit Planner - Assistant, Transit Planner - Associate and Vehicle Heavy Equipment Mechanic.



Assistant Transit Planner

Bargaining Unit: Professional Employees' Group
FLSA Status: Non-Exempt

DEFINITION

Under close supervision, the Assistant Transit Planner is responsible for providing entry-level support to assist in the development, administration and analysis of the City's public transit programs.

CLASS CHARACTERISTICS

This is the entry-level class in the Transit Planner series and will receive direction and guidance from the Transit Manager. Work given to an incumbent in this class involves assisting in analysis and development of transit programs and services, research of new trends in public transit and comparing how Union City provides service delivery, and participation in coordination events or meetings on behalf of Union City. The Assistant Transit Planner has basic knowledge of the operating procedures and policies of transit and/or transportation planning. An incumbent may advance to the higher levels after gaining experience and demonstrating proficiency that meets the qualifications of the higher-level class.

EXAMPLES OF DUTIES *(illustrative only)*

- Assist in the planning, operations and activities of the City's public transit programs (fixed route, paratransit, and microtransit).
- Assist in a variety of studies for the preparation, analysis, or evaluation of reports and grant requests.
- Assist in the development of regularly occurring required plans or programs such as the Short Range Transit Plan (SRTP), Title VI and Language Assistance Plan (LAP), Transit Asset Management (TAM) Plan, and Public Transportation Agency Safety Plan (PTASP).
- Assist in the preparation of the scope of work (RFP's, IFB's, etc.) and other contract management related tasks such as monitoring and closeout of service and maintenance contracts, professional services, vehicle procurements, etc.
- Use web-based programs designed to provide information to the Computer Assisted Dispatch and Automatic Vehicle Location (CAD/AVL) systems used to track vehicles and provide information to the region's 511 system.

- Work with other City departments, other transit agencies and other public agencies to provide adequate transit amenities, service levels, service coordination and transit or transportation mitigation measures.
- Investigate and respond to inquiries and/or requests by members of the public regarding transit system policies, procedures and services.
- Provide minor assistance with the Public Works Department.
- Perform related duties, responsibilities and assist in special projects as needed.

QUALIFICATIONS

Any combination of experience and training that could likely provide the required knowledge and abilities is qualifying. A typical way to obtain the knowledge and abilities would be:

Education and Experience:

Bachelor's degree preferably in transportation planning or other closely related field; and six (6) months of transit planning and/or transportation planning experience which includes, but not limited to, assisting with: field checks, schedule analysis, review transit data, marketing materials, and regional coordination.

Licenses and Certificates:

Possession of a valid Class C California Driver's License with a satisfactory driving record.

Knowledge Of:

- Basic principles, practices and techniques of transit and/or transportation planning; data sources for transit and/or transportation research.
- .
- Basic Paratransit requirements.
- Basic Americans with Disabilities Act (ADA) regulations.
- General Civil Rights regulations.
- Funding sources for transit industry.
- Industry trends and legislation pertaining to transit industry.
- Building and Maintaining a General Transit Feed Service (GTFS) along with its variations.

Ability To:

- Assist in administering contractual agreements related to public transit systems.
- Assist in analyzing and developing basic transit programs.

- Gather, organize and analyze statistical data.
- Interpret, explain and apply public transit policies and procedures and regulatory requirements.
- Utilize Microsoft Office, and similar software, create visual graphics and perform office work.
- Planning a trip using an internet based program.
- Express ideas clearly and concisely, orally and in writing to groups and individuals.
- Establish and maintain effective working relationships with other employees and the public.
- Work through direct supervision.

WORKING CONDITIONS, ADA AND OTHER REQUIREMENTS

The City of Union City is an equal opportunity employer. The City of Union City will comply with its obligations under the law to provide equal employment opportunities to qualified individuals with disabilities.

Positions in this class typically require: sitting, stooping, kneeling, crouching, reaching, standing, walking, pushing, pulling, lifting, fingering, grasping, talking, hearing, seeing, and repetitive motions.

Sedentary Work: Exerting up to 10 pounds of force occasionally and/or a negligible amount of force frequently or constantly to lift, carry, push, pull or otherwise move objects. Sedentary work involves sitting most of the time. Jobs are sedentary if walking and standing are required only occasionally and all other sedentary criteria are met.

Incumbents generally work in a typical office environment with adequate light and temperature. There may be occasional exposure to fumes, noxious odors, dust, mist, gases, poor ventilation, underground/confined/restricted working environment and exposure to loud noise. This position is based out of the City's Corporation Yard which is an active operational facility with uneven surfaces and vertical hazards that require appropriate footwear and clothing.

Travel: Positions in this class may require local travel and statewide travel as necessary.



Associate Transit Planner

Bargaining Unit: Professional Employees' Group
FLSA Status: Non-Exempt

DEFINITION

Under general supervision, the Associate Transit Planner is responsible for performing paraprofessional work to assist in the development, administration and analysis of the City's public transit programs.

CLASS CHARACTERISTICS

This is an experienced-level class within the Transit Planner series, and will receive general direction from the Transit Manager. Work given to an incumbent in this class involves general analysis and development of transit programs and services, research of new trends in public transit and comparing how Union City provides service delivery, and participation in coordination events or meetings on behalf of Union City resulting in recommendations based on the incumbent's work. The Associate Transit Planner has general knowledge of the operating procedures and policies of transit and/or transportation planning.

EXAMPLES OF DUTIES *(illustrative only)*

- Evaluates general planning, operations and activities of the City's public transit programs (fixed route, paratransit, and microtransit).
- Coordinates a variety of studies for the preparation, analysis, or evaluation of reports and grant requests.
- Prepares the development of regularly occurring required plans or programs, such as the Short Range Transit Plan (SRTP), Title VI and Language Assistance Plan (LAP), Transit Asset Management (TAM) Plan, and Public Transportation Agency Safety Plan (PTASP).
- Coordinates the preparation of the scope of work (RFP's, IFB's, etc.) and other contract management related tasks such as monitoring and closeout of service and maintenance contracts, professional services, vehicle procurements, etc.
- Work with other City departments, other transit agencies and other public agencies to provide adequate transit amenities, service levels, service coordination and transit or transportation mitigation measures.

- Use, review, and recommend web-based programs designed to provide information to the Computer Assisted Dispatch and Automatic Vehicle Location (CAD/AVL) systems used to track vehicles and provide information to the region's 511 system, provide service planning, and can generate the required versions of the general transit feed services by the region and state.
 - Investigate and respond to inquiries and/or requests by members of the public regarding transit system policies, procedures and services.
- Provide general assistance with the Public Works Department .
- Perform related duties, responsibilities and assist in special projects as needed.

QUALIFICATIONS

Any combination of experience and training that could likely provide the required knowledge and abilities is qualifying. A typical way to obtain the knowledge and abilities would be:

Education and Experience:

Bachelor's degree preferably in transportation planning or other closely related field.

AND

Two (2) years of direct transit planning and/or transportation planning experience which includes, but not limited to: field checks, schedule analysis, review transit data, marketing materials, and regional coordination -OR- Three (3) years of indirect transit and/or transportation planning experience which may include, but not limited to, transit administrative, Federal Civil Rights compliance, capital procurement, and human services transportation management may be considered in lieu of two (2) years as a planner.

A master's degree is preferred and can be substituted for one (1) year of experience.

Licenses and Certificates:

Possession of a valid Class C California Driver's License with a satisfactory driving record.

Knowledge Of:

- Principles, practices and techniques of transit and/or transportation planning; data sources for transit and/or transportation research.
- Basic Paratransit requirements.
- Basic Americans with Disabilities Act (ADA) regulations.
- General Civil Rights regulations.

- Funding sources for transit industry.
- Industry trends and legislation pertaining to transit industry.
- Building and Maintaining a General Transit Feed Service (GTFS) along with its variations.

Ability To:

- Coordinate the administration of contractual agreements related to public transit systems.
- Coordinate the development and analysis of comprehensive transit programs.
- Evaluate joint procurements for use including regulations and limitations.
- Evaluate new types of service or programs offered by other agencies for consideration and implementation.
- Gather, organize and analyze statistical data and organize into a presentable format.
- Produce and/or present reports and/or presentations for City Council and outside Agencies.
- Interpret, explain and apply public transit policies and procedures and regulatory requirements.
- Utilize Microsoft Office, and similar software, create visual graphics and perform office work.
- Planning a trip using an internet based program.
- Express ideas clearly and concisely, orally and in writing to groups and individuals.
- Establish and maintain effective working relationships with other employees and the public.
- Create and maintain collateral for publication(e.g., in Adobe Creative Suite. Canva, etc.).
- Work under general supervision.

WORKING CONDITIONS, ADA AND OTHER REQUIREMENTS

The City of Union City is an equal opportunity employer. The City of Union City will comply with its obligations under the law to provide equal employment opportunities to qualified individuals with disabilities.

Positions in this class typically require: sitting, stooping, kneeling, crouching, reaching, standing, walking, pushing, pulling, lifting, fingering, grasping, talking, hearing, seeing, and repetitive motions.

Sedentary Work: Exerting up to ten (10) pounds of force occasionally and/or a negligible amount of force frequently or constantly to lift, carry, push, pull or otherwise move objects. Sedentary work involves sitting most of the time. Jobs are

sedentary if walking and standing are required only occasionally and all other sedentary criteria are met.

Incumbents generally work in a typical office environment with adequate light and temperature. There may be occasional exposure to fumes, noxious odors, dust, mist, gases, poor ventilation, underground/confined/restricted working environment and exposure to loud noise. This position is based out of the City's Corporation Yard which is an active operational facility with uneven surfaces and vertical hazards that require appropriate footwear and clothing.

Travel: Positions in this class may require local travel and statewide travel as necessary.

Vehicle/Heavy Equipment Mechanic

Bargaining Unit: SEIU Local 1021
FLSA Status: Non-Exempt

DEFINITION

Under the supervision of the Fleet Supervisor, the Vehicle/Heavy Equipment Mechanic performs a wide variety of preventative and periodic maintenance on City owned vehicles and equipment.

CLASS CHARACTERISTICS

This is a journey-level position where the incumbent is expected to provide customer service to City departments operating vehicles and equipment. Incumbent must be able to work independently and/or as a member of a team on various projects as assigned.

EXAMPLES OF DUTIES

- Performs full range of preventative and periodic maintenance and repair, modification and installation services to City fleet;
- Completes service orders on assigned vehicles and equipment by performing preventative maintenance, repair and overhaul of gasoline, diesel, alternative fuel, hybrid and electric automobiles, light and medium duty trucks and related equipment that includes but is not limited to emergency generators, small construction equipment, bituminous machine, trailers, arrow board trailers, message board trailers, gas, diesel, and electric driven carts, landscape trucks, paints prayer trucks and pressure washer trailers;
- Operates a wide variety of automotive related tools and equipment, such as: electronic engine analyzer and other diagnostic equipment, automotive electrical testing and charging devices; grinding, cutting and welding apparatus; metal fabricating tools; alternative fuel vehicle tools and testers; taps and dies; presses and pullers; air conditioning equipment; and other shop related tools;
- Welds and fabricates as needed for repair or construction; repairs and maintains hydraulic systems; diagnoses and repairs electrical systems;
- Repairs light and heavy-duty brake systems; maintains emission control systems; repairs and installs tires; maintains shop and facility equipment;
- Performs transfers of special gear from old to new units, usually requiring modification to fit properly;
- Submits daily work orders and logs, keeps records; enters work order information and makes reports as required. Monitors fuel deliveries, cleans shop and shop tools; orders and stores parts needed for inventory.

- Performs preventative and periodic maintenance and repair of the Compressed Natural Gas, gasoline and diesel fueling stations, fuel and service emergency generators.
- Obtains and maintains professional certifications when needed.
- Performs daily work tasks in a safe manner according to current professionally accepted safety practices.
- Participates in City safety and environmental committees, as assigned;
- Perform other related duties as required.

QUALIFICATIONS

Education and Experience:

A sufficient combination of work experience, training and/or education which demonstrates possession of and competency in requisite knowledge, skills and abilities such as:

High school diploma, GED, or equivalent and two (2) years of experience as a vehicle/heavy duty mechanic.

Licenses and Certificates:

Possession of a valid Class C Driver's License with a satisfactory driving record.

Possession of a Class A Driver's License within 6 months of employment.

Knowledge Of:

- Principles and operation of internal combustion gasoline, diesel, CNG, and alternative fuel engines and hybrid powertrains;
- Maintenance, repair, and overhaul requirements of light and medium duty trucks, automobiles, small construction equipment and other equipment that includes but is not limited to emergency generators, bituminous machine, trailers, arrow board trailers, message board trailers, landscape trucks, paint sprayer trucks, gas, diesel, and electric driven carts;
- The uses of oils, greases and lubricating devices;
- The methods used to tune-up automotive vehicles;
- The use of testing equipment such as an electronic engine analyzer, voltmeter, exhaust emission analyzer, and oscilloscope
- Maintenance and repair of hydraulic systems, air systems, cooling systems, automatic and standard transmissions and clutches;
- Automotive electronic principles and operations including schematic concepts;
- Preventative maintenance inspection methods;
- Garage safety procedures;
- The method of operation and use of a variety of automotive vehicles and equipment, including gas and electric welding equipment;

- The assembly and operation of auxiliary equipment typically found in vehicles, trucks and construction equipment;
- The vehicle code pertaining to lighting systems, emission control systems, and brake systems;
- The methods used in metal fabrication; safe work practices and use of required safety equipment.

Ability To:

- Diagnose defects in and perform repairs on a wide variety of automotive and construction equipment; ability to weld and fabricate;
- Operate motor vehicles and motorized equipment;
- Use and care for related tools and equipment;
- Understand and follow oral and written instructions;
- Prepare job reports;
- Operate and use a computer;
- Work effectively as part of a group or team;
- Deal tactfully and effectively with the public, vendors and fellow employees;
- Providing excellent customer service to internal and external customers;
- Effectively communicate with others in all settings.

WORKING CONDITIONS, ADA AND OTHER REQUIREMENTS

Positions in this class typically require: sitting, stooping, kneeling, crouching, reaching, standing, walking, pushing, pulling, lifting, fingering, grasping, talking, hearing, seeing, and repetitive motions.

Medium Work: Exerting 20 to 50 pounds of force occasionally, and/or 10 to 25 pounds of force frequently, and/or greater than negligible up to 10 pounds of force constantly to move objects.

Incumbents generally work in an enclosed workspace with adequate light and temperature. There may be occasional exposure to fumes, noxious odors, dust, mist, gases, poor ventilation, underground/confined/restricted working environment and exposure to loud noise.

The City of Union City is an equal opportunity employer. The City of Union City will comply with its obligations under the law to provide equal employment opportunities to qualified individuals with disabilities.

Travel: Positions in this class may require local and statewide travel as necessary.



Agenda Item

DATE: 9/26/2023

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: CARMELA CAMPBELL, ECONOMIC AND COMMUNITY DEVELOPMENT DIRECTOR

SUBJECT: CONDUCT A PUBLIC HEARING AND ADOPT A RESOLUTION APPROVING THE 2022-2023 COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) CONSOLIDATED ANNUAL PERFORMANCE AND EVALUATION REPORT (CAPER) AND AUTHORIZING THE CITY MANAGER TO SUBMIT THE 2022-2023 CDBG CAPER TO THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT

Staff recommends that the City Council hold a public hearing on the 2022-2023 Community Development Block Grant (“CDBG”) Consolidated Annual Performance and Evaluation Report (“CAPER”) and adopt a resolution (Attachment 1) approving the 2022-2023 CAPER (Exhibit A) and authorizing its submittal to the U.S. Department of Housing and Urban Development (“HUD”).

STRATEGIC PLAN ALIGNMENT

This agenda item does not have alignment with a specific goal or strategy but is required to receive Federal Block Grant funds as well as allocate public service grants, which both support the City’s overall mission to create and provide effective, quality services that foster high quality of life and economic vitality.

BACKGROUND

Union City receives CDBG funding on an annual basis from HUD. In addition, the City of Union City receives HOME Investment Partnership Program (“HOME”) funds annually through participation in the Alameda County HOME Consortium. As part of the requirements to receive this funding, the City must prepare and submit a CAPER to HUD every year. The CAPER describes how CDBG and HOME funded activities addressed the City’s housing and community development needs and compares its accomplishments to the goals the City set in the FY 2022-2023 Annual Action Plan. The CAPER also provides a comprehensive accounting of all CDBG and HOME funds allocated and expended during FY 22-23. In addition, the CAPER summarizes activities funded through CARES Act CDBG funding spent in FY 22-23. Lastly, the CAPER summarizes General Fund dollars spent on public services in FY 22-23 to provide a more comprehensive picture of total funds spent on this activity.

DISCUSSION

In FY 22-23, the City expended a total of \$484,386.75 in CDBG funding and \$98,709.19 in CDBG administration funds to cover staff time and consultant time with total expenditures at \$583,095.94 in CDBG funding. The City also supplemented CDBG funds and supported public service programming by expending \$43,667.53 in HOME funds to support the Fremont Stay Housed Program. In total the City spent \$626,763.47 in CDBG and HOME funds on housing and community development related activities. The City also expended \$253,857.79 in General Fund dollars to support public service programs, which supplemented CDBG funding. See below for a detailed overview of these expenditures.

Please note that some of the expenditures in the tables below are less than what the City has actually paid out to the various public service providers as staff is in the process of requesting reimbursement from HUD through their IDIS system. These are noted with an asterisk. For example, the City has paid Kindango, Inc. the full grant amount of \$10,000 but in the HUD reporting system, which the CAPER report summarizes, shows no funds have been reimbursed for this work. The City is in the process of requesting reimbursement from HUD all funds which have been expended and anticipates receiving the funds by the end the month. All public service providers have billed for and received the total amount of monies owed to them for FY 22-23.

CDBG PROGRAM FUNDS

Table 1

Service Type	CDBG Expenditure	Program Year (PY)	Total Funding Source
Public Facilities - Old Alvarado Park Improvements	\$26,115.83	PY2021	\$26,115.83
Public Facilities - Old Alvarado Park Improvements	\$397,195.00	PY2022	\$397,195.00
Public Services	\$50,020.95	PY2022	\$50,020.95
Minor Home Repair Program	\$3,400.00	PY2022	\$3,400.00*
Micro-Enterprise Program	\$7,654.97	PY2022	\$7,654.97*
		Total	\$484,386.75
Administration	\$98,709.19	PY2022	\$98,709.19
		Total	\$583,095.94

Public Service

The City spent \$583,095.94 in CDBG funds and \$253,857.79 in General Fund dollars to support eleven (11) public service programs. Please note that the total amount of General Fund expenditures exceeds the initial \$245,000 grant amount because it includes some carryover amounts from the prior fiscal year, which were paid in the current program year. See below for an overview of FY 22-23 public service activities.

Table 2

Organization	Program	Funding Source	Grant Amount	Grant Expenditure Amount	# of Union City Residents Served
Abode Services	Shelter & Family Services	CDBG	\$10,000	\$10,000	13
ECHO	Fair Housing, Tenant/Landlord Counseling	CDBG	\$10,000	\$10,000	111
Union City Family Center	General Social Services	CDBG	\$35,000	\$17,520.95*	1,988
Kidango, Inc	Meals for Low Income Families	CDBG	\$10,000	\$0*	1,029
Spectrum Community Services	Senior Health Initiative	CDBG	\$25,000	\$12,500*	123
CDBG Subtotal			\$90,000	\$50,020.95	
Abode Services	Shelter and Family Services	General Fund	\$5,000	\$5,000	13
Centro de Servicios - Decoto	General Social Services	General Fund	\$145,120	\$145,120	9,800
City of Fremont	Senior Support	General Fund	\$12,000	\$12,000	15
Community Resources for Independent Living	Housing and Independent Living Skills	General Fund	\$10,000	\$10,000	42
ECHO Housing	Fair Housing, Tenant/Landlord Counseling	General Fund	\$25,000	\$25,000	111
Legal Assistance for Seniors	Legal Services	General Fund	\$10,000	\$10,000	25
Tiburcio Vasquez Health Center	Health Center	General Fund	\$37,880	\$37,880	948
General Fund Subtotal			\$245,000	\$245,000	

Microenterprise Assistance

The City expended \$20,000 in CDBG funds to support the Community Child Care Council (4Cs) who is also considered a public service provider. They provided microenterprise assistance in the form of providing business support, education, technical assistance, and incentives to help residents launch and operate in-home family childcare businesses. The program was able to assist five (5) low-income, in-home childcare providers. Please note that the amount shown in Table 1 above is what has been reimbursed by HUD. The City has paid 4Cs the full amount of the grant and is in the process of obtaining reimbursement from HUD.

Housing Rehabilitation

The City expended \$25,058.39 in CDBG to implement the City's Housing Rehabilitation Program, which provides repair and rehabilitation grants to low-income homeowners. This program is managed by the Alameda County Healthy Homes Department. This year the program provided 13 minor home repair grants. Some of the types of rehabilitation that took place were the installation of shower grab bars, repair subfloors in bathrooms and bedrooms, replace toilet with ADA height toilet, install smoke alarms, repair sealing around windows, repair front steps, and replace a water heater. The average cost of the repair per home was \$1,927. Please note that the amount shown in Table 1 above is what has been reimbursed by HUD. The City has paid the County the funds owed to them for their services and is in the process of obtaining reimbursement from HUD.

Public Facilities / Old Alvarado/Cesar Chavez Park Capital Improvements

The City utilized program year funds from Program Years 21 and 22 for a total of \$423,310.83 to complete capital improvements to Old Alvarado/Cesar Chavez Park Improvement project. The project has been completed and includes improvements throughout the park including upgrades to the picnic/BBQ area, installation of ADA compliant outdoor furniture, resurfacing pathways, and replacing the playground. CDBG funds paid for a large portion of the new picnic tables, BBQ equipment and play structures.

Administrative

The City spent \$98,709.19 in CDBG funding on administration of both programs, which primarily covered staff costs to manage the CDBG program. Administrative funds are limited to 20 percent of the total allocation.

HOME FUNDING

Tenant Based Rental Assistance

Union City allocated its HOME funds from the Alameda County HOME Consortium to Fremont's Stay Housed Program. This is a Tenant Based Rental Assistance (TBRA) program that assists individuals and families in securing and/or staying housed by providing them with rental subsidies. So far, the program has been successful in providing \$43,667.53 of rental assistance to four (4) Union City families. This program provides rental assistance for up to 24 months for low-income families at risk of homelessness to help with their long-term housing options. The program also enrolls participants in the self-sufficiency program Sparkpoint to help achieve long-term financial stability.

CARES ACT FUNDING

Road to Recovery Small Business Assistance Program

The City allocated CARES Act CDBG-CV and CDBG-EN funds to the small business assistance program in order to help businesses that were impacted by the COVID-19 pandemic. The program is currently finalizing the review on 5 business applications in total has assisted 24 businesses for a total of \$274,041.76 grant funds expended with approximately \$79,000 left in unexpended CDBG-CV funds. There was no requirement to expend all of the allocated CDBG-CV funds in one year and the City's program is continuing to review small business applications and will continue to disburse funds in the upcoming fiscal year.

Staff and the consultant team, Michael Baker International who are assisting with program implementation, have spent substantial time working with business owners to get them through the process. Due to increased federal scrutiny of this funding type, staff has had to complete additional analysis to ensure that there has not been any duplication of benefits prior to issuing awards. The additional review has led to extended review times and applicants being deemed ineligible for an award due to previous COVID assistance received from federal, state or local sources (i.e., PPP Loans, SBA Loans, etc.) and not initially disclosed during the first round of review. Staff will continue to work with businesses to help them through the process and hope to have the remainder of

the funds expended as soon as possible.

Residential Rental Assistance Program

The City allocated CARES Act CDBG-CV funds to assist residents who were struggling to pay rent due to the COVID-19 pandemic. The program expended \$34,881.34 in CDBG-CV funds in FY 22-23 and assisted 5 residents representing 16 household community members. To date, the City has been able to help 62 residents representing 227 household community members and dispersed \$289,243.09 in grant funding.

OUTREACH

The CAPER was available for public review on the City's website (<https://www.unioncity.org/293/Community-Development-Block-Grant-Progra>) from September 5-20. To date, the City has not received any feedback. The attached CAPER (Exhibit A) includes some minor updates from the on-line version to address formatting and updated metrics received from one of the City's public service providers.

FISCAL IMPACT

There is no impact to the General Fund as a result of receiving this report.

RECOMMENDATION

Staff recommends that the City Council hold the public hearing on the 2022-2023 CAPER and adopt the attached resolution (Attachment 1) approving the 2022-2023 CAPER (Exhibit A) and authorizing the City Manager to submit the CAPER to HUD.

Prepared by:

Francisco Gomez Jr., Housing and Community Development Manager

Submitted by:

Francisco Gomez Jr., Housing and Community Development Manager

ATTACHMENTS:

Description	Type
❑ Attachment 1 - Resolution FY2022-2023 CAPER	Resolution
❑ Exhibit A - 2022 Union City CAPER	Exhibit
❑ Item 6.a. Powerpoint	Attachment

RESOLUTION NO. XXXX-23

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF UNION CITY
APPROVING THE 2022-2023 COMMUNITY DEVELOPMENT BLOCK GRANT
(CDBG) CONSOLIDATED ANNUAL PERFORMANCE AND EVALUATION REPORT
(CAPER) AND AUTHORIZING THE CITY MANAGER TO SUBMIT THE 2022-2023
CDBG CAPER TO THE U.S. DEPARTMENT OF HOUSING AND URBAN
DEVELOPMENT**

WHEREAS, the City receives Community Development Block Grant (“CDBG”) funding on an annual basis from the U.S. Department of Housing and Urban Development (“HUD”) and the City receives HOME Investment Partnership Program (“HOME”) funds annually through participation in the Alameda County HOME Consortium; and

WHEREAS, as part of the requirements to receive this funding, the City must prepare and submit a Consolidated Annual Performance and Evaluation Report (“CAPER”) to HUD every year; and

WHEREAS, the CAPER describes how CDBG and HOME funded activities addressed the City’s housing and community development needs and compares its accomplishments to the goals the City set in the FY 2022-2023 Annual Action Plan. The CAPER also provides a comprehensive accounting of all CDBG and HOME funds allocated and expended during FY 2022-2023; and

WHEREAS, in FY 22-23, the City spent a total of \$583,095.94 in CDBG funding; and

WHEREAS, the City supplemented CDBG funds by spending \$43,667.53 in HOME funds to support the Fremont Stay Housed Program and spending \$253,857.79 in General Fund dollars to support public service programs; and

WHEREAS, in FY 22-23, the City used CDBG, HOME and General Fund dollars to support public services programs, a microenterprise assistance program, a capital improvement project, and a housing rehabilitation program. The City also used CDBG funds for program administration.

NOW THEREFORE, BE IT RESOLVED that the City Council of the City of Union City does hereby approve the 2022-2023 CAPER, attached hereto as Exhibit A, which is incorporated herein by reference; and

BE IT FURTHER RESOLVED that the City Council of the City of Union City does hereby authorize the City Manager, or his or her designee, to submit the CAPER to HUD.

ADOPTED, September 26, 2023, by the City Council of the City of Union City, by the following vote:

AYE:
NOES:
ABSENT:
ABSTAIN:

Mayor

ATTEST:

APPROVED AS TO FORM:

City Clerk

City Attorney

CONSOLIDATED ANNUAL PERFORMANCE AND EVALUATION REPORT (CAPER) FY 2022-2023

City of Union City



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CR-05 - Goals and Outcomes

Progress the jurisdiction has made in carrying out its strategic plan and its action plan.

91.520(a)

This could be an overview that includes major initiatives and highlights that were proposed and executed throughout the program year.

In Program Year 2022 (PY22), the City of Union City received a Community Development Block Grant (CDBG) entitlement (EN) grant of \$555,537 and receipted \$108,879 of program income (PI). During PY22, the City was successful in drawing down enough of this money to meet the timeliness test. This program year represents the three year of the 2020-2024 Consolidated Plan. During the year, Union City used CDBG funds for various activities that helped benefit low-moderate income people throughout the City. Some of those activities include funding social service programs. Spectrum Community Services received funding for their Senior Nutrition Program, while Abode Services received funding to provide shelter and services to the homeless. The City used CDBG funding to support Eden Council for Hope and Opportunity (ECHO) Housing's fair housing and tenant/landlord counseling programs, as well as the Community Child Care Council (4Cs) of Alameda County to provide micro-enterprise assistance to in-home child care providers. The combination of CDBG funding and money leveraged from the City's General Fund allowed 11 social service providers to receive funding this program year. The City also allocated CDBG funding to the Alameda County Healthy Homes Department to implement a Minor Home Repair Grant Program. This program provides repair and rehabilitation grants to low income homeowners. This year the program completed 13 minor home repair projects using CDBG funding.

Union City is a member of the Alameda County HOME Consortium ("Consortium"). The Consortium consists of the cities of Alameda, Fremont, Hayward, Livermore, Pleasanton, San Leandro, Union City, and the Urban County. As a part of the Consortium, the City receives a HOME allocation each year. For PY22, the City received an allocation of \$152,413 in HOME funds. The City allocated \$60,000 to Fremont's Stay Housed Program. This is a Tenant Based Rental Assistance (TBRA) program that assists individuals and families in securing and/or staying housed by providing them with rental subsidies. So far, the program has been successful in providing rental assistance to 4 Union City families. The City also allocated \$83,707 to the Bay Area Community Services (BACS) reclamation project as a scattered site model for providing housing that would be for the purchase of a single family home in order to rehabilitate it into supportive housing for individuals experiencing homelessness. The allocation was part of a multi jurisdictional application between BACS and the cities of Hayward, Livermore, and Piedmont to submit a scattered site model application to the second round NOFA of State Homekey program to help expand housing for the homeless. The joint application was not selected for an award during the 2nd rd NOFA but our group advocated to State HCD for our scattered site model. The advocacy helped to inform the 3rd rd HOMEKEY NOFA by State HCD. Our advocacy provided some additional changes to the 3rd rd NOFA and we submitted another application and are awaiting a decision from the State. We hope to receive an official decision in the first half of the upcoming program year 23-24.

In PY22, the City allocated \$397,195 as part of the second phase of the public facilities capital improvement project at Old Alvarado/Cesar Chavez park. The project needed additional funding in order to complete the design, construction and rehabilitation of the park improvements. Those improvements consist of the renovation of the grounds, pathways, playgrounds and resolve non-ADA compliance issues in play areas and picnic areas. The project is 98% complete and should be completed at the end of September 2023. The City also tried to expend PY21 CDBG funds to support small businesses. Currently 5 applicants needed additional review & will be finalized by September 2023.

Comparison of the proposed versus actual outcomes for each outcome measure submitted with the consolidated plan and explain, if applicable, why progress was not made toward meeting goals and objectives. 91.520(g)

Categories, priority levels, funding sources and amounts, outcomes/objectives, goal outcome indicators, units of measure, targets, actual outcomes/outputs, and percentage completed for each of the grantee's program year goals.

Goal	Category	Source / Amount	Indicator	Unit of Measure	Expected – Strategic Plan	Actual – Strategic Plan	Percent Complete	Expected – Program Year	Actual – Program Year	Percent Complete
Fund Economic Development	Non-Housing Community Development	CDBG: \$	Jobs created/retained	Jobs	40	13	32.50%			
Fund Economic Development	Non-Housing Community Development	CDBG: \$	Businesses assisted	Businesses Assisted	30	24	80.00%	8	5	62.50%
Improve Public Facilities	Non-Housing Community Development	CDBG: \$	Public Facility or Infrastructure Activities other than Low/Moderate Income Housing Benefit	Persons Assisted	2	2	100.00%	1680	1680	100.00%

Increase Availability of Supportive Housing	Affordable Housing	CDBG: \$ / HOME Consortium: \$	Public service activities for Low/Moderate Income Housing Benefit	Households Assisted	50	35	70.00%			
Increase Availability of Supportive Housing	Affordable Housing	CDBG: \$ / HOME Consortium: \$	Tenant-based rental assistance / Rapid Rehousing	Households Assisted	100	8	8.00%	20	4	20.00%
Increase Availability of Supportive Housing	Affordable Housing	CDBG: \$ / HOME Consortium: \$	Other	Other	0	0		6	0	0.00%
Promote Production, Rehabilitation, and Preservation	Affordable Housing	CDBG: \$	Homeowner Housing Rehabilitated	Household Housing Unit	50	44	88.00%	10	13	130.00%
Reduce Homelessness	Homeless	CDBG: \$	Homelessness Prevention	Persons Assisted	100	31	31.00%	10	13	130.00%
Reduce Housing Discrimination	Affordable Housing	CDBG: \$	Public service activities other than Low/Moderate Income Housing Benefit	Persons Assisted	0	0		80	111	138.75%

Reduce Housing Discrimination	Affordable Housing	CDBG: \$	Public service activities for Low/Moderate Income Housing Benefit	Households Assisted	100	223	223.00%			
Support Public Service Programs	Non-Housing Community Development	CDBG: \$	Public service activities other than Low/Moderate Income Housing Benefit	Persons Assisted	1750	7583	433.31%	1092	3132	286.81%

Table 1 - Accomplishments – Program Year & Strategic Plan to Date

Assess how the jurisdiction’s use of funds, particularly CDBG, addresses the priorities and specific objectives identified in the plan, giving special attention to the highest priority activities identified.

The PY22 activities addressed the priority goals set forth in the City's 2020-2024 Consolidated Plan. The Consolidated Plan focused on the following goals:

1. Promote Production, Rehabilitation, and Preservation of Affordable Housing
 - The Minor Home Repair Grant program provided repair and rehabilitation grants to 13 low income homeowners.
2. Reduce Housing Discrimination
 - ECHO Fair Housng assisted 111 Union City residents by providing fair housing services for tenants and landlords including mediation and counseling services, fair housing tests, and education/outreach.
3. Reduce Homelessness
 - Abode Services assisted 13 Union City residents by providing shelter, meals, case management, and housing search services to homeless

adults and children.

4. Increase Availability of Supportive Housing

- The City assisted residents who have been struggling financially due to the COVID-19 pandemic through its Residential Rental Assistance Program by providing rental assistance payments on residents behalf in order to keep them housed through the use of CARES Act funds. In PY22, the program assisted 5 residents and is ongoing.
- The City allocated its HOME funding to the Stay Housed Tenant-Based Rental Assistance Program which provides rental assistance to residents at or below 60% of area median income (AMI). In PY22, this program assisted 4 households.

5. Improve Public facilities

- The City funded 1 public facility improvement project in PY22, the public facilities capital improvement project at Old Alvarado/Cesar Chavez park. The allocation was a Phase II allocation in order to continue to utilize CDBG funds to complete the design, construction, and rehabilitation services for the parks improvements.

6. Support Public Service Programs

- The Union City Family Center assisted 1,988 residents by providing services such as providing emergency food, health insurance enrollment, on-site social services, referrals, information, etc. The program has family liasons at every school site in the New Haven Unified School District.
- Kidango, Inc assisted 1,021 residents by providing meals for low income families facing food insecurity and no access to healthy meals in PY22.
- Spectrum Community Services administered the Senior Nutrition Program which provides free meals daily to low-income seniors. The Program assisted 123 seniors in PY22.
- The CAREEvan program provided safe overnight parking for individuals and families experiencing homelessness in Union City. The program assisted 57 persons living in their cars.

7. Fund Economic Development

- Community Child Care Council (4Cs) of Alameda County administered their microenterprise assistance program which provides business support, education, technical assistance, and incentives to help Union City residents launch and operate in-home family childcare businesses. In PY22, the program helped 5 residents start their own business.

CR-10 - Racial and Ethnic composition of families assisted

Describe the families assisted (including the racial and ethnic status of families assisted). 91.520(a)

	CDBG
White	1,274
Black or African American	272
Asian	1,016
American Indian or American Native	3
Native Hawaiian or Other Pacific Islander	55
Total	2,620
Hispanic	917
Not Hispanic	1,700

Table 2 – Table of assistance to racial and ethnic populations by source of funds

Narrative

The City was able to obtain demographic information of 2,794 persons served through the CDBG grant during PY22. A breakdown of all persons assisted, by demographic, is included in the table above. The total served in PY22 includes economic development efforts, fair housing efforts, and public services. The table above does not show Other/Multi-Racial beneficiaries, which totaled 174 persons, 9 of which were Hispanic.

CR-15 - Resources and Investments 91.520(a)

Identify the resources made available

Source of Funds	Source	Resources Made Available	Amount Expended During Program Year
CDBG	public - federal	718,302	583,096
General Fund	public - local	245,000	245,000
Other	public - federal	152,413	0

Table 3 - Resources Made Available

Narrative

In PY22, the City received a CDBG entitlement grant of \$555,5377. Combining the entitlement amount with \$108,879.99 in program income received in PY22, the City had a total of \$664,416.99 available to spend. For PY22, the City has currently drawn \$583,095.94 in CDBG funding.

During PY20 the City received a CARES Act CDBG-CV allocation of \$779,418. The City is currently using this funding to administer programs that assist its residents during the ongoing COVID-19 health crisis.

The City has been successful in expending enough of their funds to meet the annual timeliness test over the past few years. In PY22, the City was successful again in meeting HUD's timeliness test.

In PY22, the City had \$152,413 available in HOME funds for the Fremont Stay Housed TBRA Program. We received our invoice for our TBRA tenants a little later than normal so we were not able to process the payment in the program period. The City also leveraged \$245,000 in General Fund dollars to support seven (7) public service programs.

Identify the geographic distribution and location of investments

Target Area	Planned Percentage of Allocation	Actual Percentage of Allocation	Narrative Description
City-wide	100	100	All CDBG-funded programs are implemented on a City wide basis.

Table 4 – Identify the geographic distribution and location of investments

Narrative

The City of Union City allocated all of its allocation towards city-wide activities.

Leveraging

Explain how federal funds leveraged additional resources (private, state and local funds), including a description of how matching requirements were satisfied, as well as how any publicly owned land or property located within the jurisdiction that were used to address the needs identified in the plan.

The City leveraged over \$395,000 in other federal and local funds to support public services and rental assistance support. This includes \$245,000 of money from the Union City General fund and \$152,413 of HOME funding.

In addition to leveraging HOME and General Fund dollars, the City allowed several public service providers to operate programs out of City-owned facilities. More specifically, the City owns the Decoto and Alvarado Resource centers where Centro de Servicios operates their programs. Legal Assistance for Seniors also provided services out of the City's Ruggieri Senior Center.

CR-20 - Affordable Housing 91.520(b)

Evaluation of the jurisdiction's progress in providing affordable housing, including the number and types of families served, the number of extremely low-income, low-income, moderate-income, and middle-income persons served.

	One-Year Goal	Actual
Number of Homeless households to be provided affordable housing units	0	0
Number of Non-Homeless households to be provided affordable housing units	25	13
Number of Special-Needs households to be provided affordable housing units	0	0
Total	25	13

Table 5 – Number of Households

	One-Year Goal	Actual
Number of households supported through Rental Assistance	5	9
Number of households supported through The Production of New Units	0	0
Number of households supported through Rehab of Existing Units	25	13
Number of households supported through Acquisition of Existing Units	0	0
Total	30	22

Table 6 – Number of Households Supported

Discuss the difference between goals and outcomes and problems encountered in meeting these goals.

The City contracted with the Alameda County Healthy Homes Department to administer the Minor Home Repair Grant Program in PY22. The program provides repair and rehabilitation grants to low income homeowners to ensure that they are able to maintain and stay in their home. The City funded this program with CDBG funds. This year the program had a goal to complete 10 minor home repair projects and completed 13 projects.

The City also used multiple funding sources to administer rental assistance programs. In response to the COVID-19 pandemic, the City used CDBG and CDBG-CV funding to administer its Residential Rental Assistance Program and has assisted 5 households in PY22. The program is ongoing and is expected to continue to assist more people. The City allocated its HOME funding to the Stay Housed Tenant Based Rental Assistance program which provided vital rental assistance to 4 households during PY22.

The City's inclusionary housing policies have been at the core of the City's affordable housing development programs. The elimination of redevelopment agencies in California created a major funding shortfall for affordable housing production, as over \$1 billion statewide was lost annually for affordable housing. However, both the City and Alameda County are taking efforts to create/develop new affordable housing funding sources. In November 2016, Alameda County voters passed Measure A1, which provides \$580 million for affordable rental and ownership housing. The City has received an allocation of \$8.7 million in Measure A1 funding. The City selected a master developer in May 2018 to develop a city-owned site into 81 affordable units. The City will be contributing the land, \$6.8 million in City funds, and its \$8.7 million allocation of Measure A1 funds to the project. It's estimated this project will begin construction in 2024.

Discuss how these outcomes will impact future annual action plans.

The City will continue to adjust the proposed goals and outcomes in future action plans to reflect changes in funding availability.

Include the number of extremely low-income, low-income, and moderate-income persons served by each activity where information on income by family size is required to determine the eligibility of the activity.

Number of Households Served	CDBG Actual	HOME Actual
Extremely Low-income	11	0
Low-income	11	0

Moderate-income	0	0
Total	22	0

Table 7 – Number of Households Served

Narrative Information

The City will continue to use CDBG funding to serve primarily low-moderate income persons and households. The 4 households assisted with HOME funding were qualified as low-income.

CR-25 - Homeless and Other Special Needs 91.220(d, e); 91.320(d, e); 91.520(c)

Evaluate the jurisdiction's progress in meeting its specific objectives for reducing and ending homelessness through:

Reaching out to homeless persons (especially unsheltered persons) and assessing their individual needs

HOME Consortium jurisdictions continued their outreach to unsheltered persons in FY 22/23 while dealing with the COVID pandemic. With funding from the State's Project Roomkey program has made more than 1,000 hotel rooms available for homeless and at-risk households in response to COVID-19.

Union City

In February 2022, Alameda County conducted a point in time homeless count which covered every census tract in Alameda County. The 2022 Count utilized volunteers and homeless guides to help identify those who were unsheltered. In the weeks following the 2022 Count, an in-depth survey was administered to a sample of unsheltered and sheltered homeless individuals, in order to profile their experience and characteristics. The 2022 Count recorded 9,747 people experiencing homelessness the morning of February 23, 2022, of which 7,135 or 74% are unsheltered. This represents a 22% increase in the number of homeless people countywide compared to the 2019 Count. More specifically, the 2022 Count found that there were 489 unsheltered homeless individuals and zero sheltered individuals in Union City, which represents a 361% increase in the number of homeless people compared to the 2019 Count. The 2022 Count helps give the City and County a better understanding of the demographics and needs of those experiencing homelessness, so that resources can be allocated more effectively. The full report can be found at Point-in-Time Count | EveryOneHome.org.

The Coordinated Entry System (CES) was launched countywide in November 2017. CES provides a standardized, countywide system to connect people experiencing homelessness to the resources available in a community. The purpose of CES is to ensure that all people who are homeless or who are experiencing a housing crisis that is likely to lead to homelessness are quickly identified, assessed and connected to housing (emergency shelters, transitional housing, rapid rehousing, and permanent supportive housing) and other assistance based on their needs and the availability of resources. CES includes a call center operated through 211, housing resource centers that disbursed throughout the County, and a standardized intake/assessment screening tool.

EveryOne Home is a community-based organization that serves as Alameda County's Continuum of Care (CoC). EveryOne Home coordinates local efforts to address homelessness. Everyone Home and the HOME Consortium jurisdictions continued their outreach to the homeless in a number of significant ways over the last year.

There are a number of mobile health services for the homeless that have the ability to travel to the

persons who need their assistance. The Abode HOPE Program provides mobile medical and social services for homeless individuals. The program operates a mobile health van in South and East Alameda County. The program also has street outreach and support specialists. The Tri-City Health Center launched a mobile health program in June 2019 that provides free health services for homeless and those at risk of homelessness called the HealthCare Express. The Alameda County Health Care for the Homeless (ACHCH) in collaboration with the Alameda Health System (AHS) provides a mobile clinic and provides urgent care, care coordination, linkage and referrals to community resources. Staff includes a medical provider, medical assistant, social worker, registration clerk, and van driver that work to provide friendly and accessible care to those who need it most.

Addressing the emergency shelter and transitional housing needs of homeless persons

As mentioned, the majority of the County's homeless population continues to be unsheltered (74% as of the 2022 Point In Time Count (PIT)). Only 2,612 or 27% of the County's homeless population is sheltered. This represents a 22% increase in people experiencing homelessness. Currently, the County's homeless system is under resourced to meet the increasing homeless population. The strategy for meeting this growing need is to utilize the Coordinated Entry System to try and resolve a person's homelessness more quickly, especially in transitional housing, so that each bed is used to support multiple people throughout the year. Also some of the additional data from the PIT reflects that the increase in homelessness is primarily driven by a 62% increase in car/vans and 15% increase in RV occupied vehicles (3,918 people total living in vehicles, 2,318 in cars/vans and 1600 in RVs).

As a response to a growing number of homeless and displaced families in Union City, the City launched the CAREEvan Safe Parking Program in June 2016 in collaboration with Union City Family Center and local community and faith-based organizations. The CAREEvan Program provides families and individuals that are living in their vehicle's a safe place to park overnight. All participating sites provide safe parking, a facility attendant, and restrooms. Additionally, some sites provide showers and toiletries, food, clothing, meal service, free Wi-Fi, and laundry. The City allocates approximately \$80,000 in General Fund dollars to cover the cost of a facility attendants for the program. On average, there are 35 to 40 households utilizing the program on any given night. In PY22, the CAREEvan program was able to assist 58 active clients through the program.

To help bolster the CAREEvan Program, the City has allocated more funding to the program. In response to the COVID-19 pandemic, the City received an allocation of CARES Act funding. Approximately \$120,473 of this funding has been allocated to the CAREEvan Program. The City has previously allocated \$60,000 of its 2020-2021 CDBG entitlement funding to the program in its 2020-2024 Consolidated Plan. The City has been approved for other funding sources through Alameda County like Homeless Housing, Assistance and Prevention (HHAP) Grant and Permanent Local Housing Allocation (PLHA) Program to help fund the CAREEvan program along with General Funds from the City.

Helping low-income individuals and families avoid becoming homeless, especially extremely low-income individuals and families and those who are: likely to become homeless after

being discharged from publicly funded institutions and systems of care (such as health care facilities, mental health facilities, foster care and other youth facilities, and corrections programs and institutions); and, receiving assistance from public or private agencies that address housing, health, social services, employment, education, or youth needs

The CoC is working with a number of publicly funded institutions of care to ensure that persons are not discharged into homelessness. The realignment housing program has housing specialists who work with persons in the County jail on their housing needs prior to their release date and is funded by Alameda County Probation Department to rapidly rehouse those who are or could become homeless. The CoC also participated actively in the Youth Transitions Planning partnership funded by Health and Human services (HHS) to ensure that no transitional age youth aging out of foster care exits to homelessness. The partnership works to coordinate the foster care and McKinney funded housing resources to ensure youth do not fall out of housing.

Alameda County is a “housing first” continuum of care. All funded programs prioritize finding clients permanent housing as quickly as possible without any clinical pre-conditions, such as sobriety, medication compliance or utilizing a shelter or transitional housing program first. The CoC continues to expand Rapid Rehousing (RRH) and Permanent Supportive Housing (PSH) throughout the county.

In 2017, the City also adopted an eviction and harassment protection ordinance and a rent review ordinance to help provide protections to tenants who are facing unfair or unjust rent increases or evictions. Additionally, the City of Union City has used General Fund and CDBG funding to support a wide range of public service nonprofits that provide safety net services to help prevent low income individuals and families avoid homelessness. The Centro de Servicios provides legal services, food distribution, immigration counseling, and referral services. ECHO Housing provides tenant/landlord counseling and mediation which helps residents avoid evictions, extend termination notices, and negotiate reduced rent increases. Spectrum Community Services provides meals and health/mental health services to low and extremely low-income seniors. Union City Family Center operates a family resource center that provides emergency food, clothing, health insurance enrollment, on-site social services, referrals, information, etc. The City will also look to utilize additional pots of funding from its Cannabis Community Benefits fund in order to further support our emergency shelter networks to help them engage and serve homeless residents of Union City.

Helping homeless persons (especially chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth) make the transition to permanent housing and independent living, including shortening the period of time that individuals and families experience homelessness, facilitating access for homeless individuals and families to affordable housing units, and preventing individuals and families who were recently homeless from becoming homeless again

The CoC is in the process of building a Housing Crisis Response System in Alameda County that prevents

homelessness whenever possible, provides dignified homeless safety net services, and maintains people in permanent homes with ongoing subsidies and services. Coordinated Entry is the front door and central organizing feature of the Housing Crisis Response System. Coordinated Entry provides a standard and transparent way for the Housing Crisis Response System to effectively identify people in Alameda County who are experiencing a housing crisis and assess their needs, then prioritize and match them to the most supportive services and housing programs for which they are eligible. To do this, EveryOne Home manages a Countywide By-Name-List, which is maintained in HMIS and governed by all applicable privacy and security policies. The BNL is the CoC's primary focus for bringing an end to chronic homelessness. Housing navigation, emergency shelter, transitional housing, rapid-rehousing, and tenancy sustaining services are also matched to the highest priority household based on need, length of time homeless, and other vulnerability factors.

The HOME Consortium has also expanded resources for families experiencing homelessness and this can be seen as the number of homeless families has decreased despite the overall increase in homelessness in Alameda County. In 2013, 462 family households were homeless; this has declined to 170 households in 2019. One major shift that took effect during this reporting period was to convert a scattered site transitional housing program that served 47 families per year to Rapid Rehousing, which allows the program to step-down the rental subsidy amount gradually over time, allowing the subsidy funds to be spread over more families, doubling the program's annual capacity. Providers within the Consortium have also been awarded funds to rehouse homeless families on TANF using money from the State of California award to the County Social Service Agency. ESG funds and County general funds are also assisting families.

The City received a grant from Alameda County to pay for a part time housing navigator from Abode Services to help the City's CAREEvan clients transition to permanent housing. The housing navigator provides case management services and help clients get connected to other resources. The City also received a \$200,000 grant from the State Homeless Emergency Aid Program (HEAP) to further support the CAREEvan program's operating expenses and provide additional services such as a mobile hygiene unit at sites without showers and washer/dryers as well as an emergency aid fund.

To continue the CAREEvan Program, the City has allocated CDBG funding to the program. In response to the COVID-19 pandemic, the City received an allocation of CARES Act funding. Approximately \$120,473 of this funding has been allocated to the CAREEvan Program. The City also previously allocated \$60,000 of its 2020-2021 CDBG entitlement funding to the program in its 2020-2024 Consolidated Plan. The City has been approved for additional funding sources to help with homeless services through Alameda County like Homeless Housing, Assistance and Prevention (HHAP) Grant in the amount of \$122,203 and Permanent Local Housing Allocation (PLHA) Program in the amount of \$253,935 to help fund the CAREEvan program along with General Funds from the City. The City is currently working with the Office of Homeless Care and Coordination of Alameda County for an additional round of HHAP funding to continue to support the City's CAREEvan program. The City is looking at ways to provide additional support through its Cannabis Community Benefits Fund to find long terms solutions to fight homelessness.

Operation Vets Home is the collaborative continuum wide effort to bring an end to veteran homelessness. Members consist of VA staff, veteran housing providers, and CoC staff.

CR-30 - Public Housing 91.220(h); 91.320(j)

Actions taken to address the needs of public housing

The City consults with the Housing Authority of the County of Alameda (HACA) to inform the Consolidated Plan and Strategic Plan. The Housing Authority of the County of Alameda (HACA) is a public agency that provides various housing programs throughout Alameda County. HACA also provides housing and administers the Section 8 Housing Choice Voucher Program (HCVP) and the Section 8 Veterans Affairs Supportive Housing (VASH) Voucher Program. Over 7,000 families and 3,500 housing owners participate in the Section 8 Housing Choice Voucher Program (HCVP) administered by HACA. HACA also currently administers over 300 VASH Vouchers. The City currently has 727 vouchers being used by Union City residents. The City will continue to coordinate with HACA as the regional housing authority and public housing provider whenever possible.

Actions taken to encourage public housing residents to become more involved in management and participate in homeownership

HACA promotes sufficiency and asset development of resident families and individuals by encouraging participants in the HCV program to sign up for the Family Self-Sufficiency (FSS) Program. The FSS Program is a partnership between low income families on the Section 8 Housing Choice Voucher program and the US Department of Housing and Urban Development (HUD). This five-year program helps families who are receiving rental assistance move to economic independence. These programs continued in PY22.

Actions taken to provide assistance to troubled PHAs

The Housing Authority of the County of Alameda is not currently troubled, nor has it been in recent years.

CR-35 - Other Actions 91.220(j)-(k); 91.320(i)-(j)

Actions taken to remove or ameliorate the negative effects of public policies that serve as barriers to affordable housing such as land use controls, tax policies affecting land, zoning ordinances, building codes, fees and charges, growth limitations, and policies affecting the return on residential investment. 91.220 (j); 91.320 (i)

The City took the following actions to remove or ameliorate the negative effects of public policies that serve as barriers to affordable housing:

- Continued to implement the City's Affordable Housing Ordinance which requires developers to provide 15% of total units as below market rate (BMR) or provide an in-lieu fee. This ordinance applies to all residential developments. The City also continued to support its existing BMR units.
- The City amended the Affordable Housing Ordinance in order to maximize the City's ability to provide affordable housing.
- The City's Housing Element includes goals, policies and implementation programs that support the development of affordable housing.
- The City continued to support the rehabilitation of existing housing stock by providing funding to the Minor Home Repair Grant Program.
- The City continued to investigate potential sources of funding for affordable housing.
- The City continued to reduce government and public infrastructure constraints to affordable housing development through administrative support and intergovernmental cooperation.

Actions taken to address obstacles to meeting underserved needs. 91.220(k); 91.320(j)

The main obstacle the City faces in meeting underserved needs is a lack of funding for public services. In order to better leverage and utilize existing funding, the City completed an updated Public Services Needs Assessment Study in FY 22-23. The goals of the Study were to 1) form a foundation from which the City can make effective and beneficial decisions regarding the funding, provisions, and operations of local public service providers and 2) provide a priority needs map that can guide the City in future decisions about where to obligate public services funding and efforts. By strategically allocating resources, the City's goals are to not just improve services for those in need but help raise the quality of life for the whole community through a commitment to fiscal responsibility and transparency. The components of the Study include a community survey, stakeholder meetings/interviews, and demographic review in order to analyze what types of services residents are looking for now. The Study was finalized in March 2023 and was used to inform the grant allocation process. The full Study can be found at the following link <https://www.unioncity.org/DocumentCenter/View/10486/2023-Needs-Assessment-City-of-Union-City---FINAL-6523>.

Actions taken to reduce lead-based paint hazards. 91.220(k); 91.320(j)

Although the City of Union City does not have a lead-based paint reduction program at this time, all federally required protocol in the identification and amelioration of lead-based paint hazards are followed as part of its Minor Home Repair Grant program. See Alameda County LEAD Program update for actions to reduce lead-based paint hazards.

Actions taken to reduce the number of poverty-level families. 91.220(k); 91.320(j)

The City seeks to support programs and policies that are designed to effectively reduce poverty and promote self-sufficiency. Support was given to those public services that specifically address the systemic roots of poverty within the community, such as unemployment, addiction, and illiteracy. Through CDBG and other available funding, the City will continue to support those programs that:

- Provide job training
- Provide new, well-paying jobs
- Break the cycle of drug and alcohol dependency
- Provide needed childcare for low income families
- Provide needed skills to increase the independence of emotionally or physically disabled individuals

For example, this year the City provided funding to 4C's of Alameda County which provides microenterprise assistance to low income residents seeking to start and operate in-home childcare businesses. This provides business opportunities and job training for low income individuals while also increasing the number of childcare providers in the City. Also through leveraging the City's General Fund, different service providers for the City provide job training opportunities, resume building, and other training opportunities for low income individuals and families.

Actions taken to develop institutional structure. 91.220(k); 91.320(j)

The City's departments work openly and efficiently together to further the City's goals. The City also works with social service agencies, for profit and non-profit developers, other cities, the County of Alameda, the State of California, and the Federal Government to ensure the effective delivery of services to the community. The City also participates in the Alameda County HOME Consortium and EveryOne Home.

Actions taken to enhance coordination between public and private housing and social service agencies. 91.220(k); 91.320(j)

The City took following actions to enhance coordination between public and private housing and social service agencies:

- The City has worked with and continues to work with housing developers to develop extremely-low, very low and low income housing units throughout the City

- Continued to participate in the HOME Consortium's Technical Advisory Committee
- Encouraged collaboration and cooperation among local service providers
- Continued to participate in EveryOne Home
- Continued to fund nonprofit agencies serving low income residents
- Continued to build and improve relationships with local service providers
- Worked with Alameda County's Healthy Homes Department to provide housing repairs and rehabilitation throughout the community
- Continued to collaborate with the school district and faith-based organizations to operate the CAREvan program
- Encouraged collaboration with the Housing Authority of Alameda County (HACA) to look at the development of a parcel owned by HACA in Union City to try and develop affordable housing.

Identify actions taken to overcome the effects of any impediments identified in the jurisdictions analysis of impediments to fair housing choice. 91.520(a)

In PY22, the Alameda County HOME Consortium completed an Analysis of Impediments to Fair Housing Choice (AI). The City took the following actions to meet and address the policies identified in the AI.

Policy 1: Promote fair housing enforcement and outreach.

Actions: The City will continue to contract with fair housing service providers, increase resident access to fair housing services, and continue to fund housing placement services.

Policy 2: Maintain, improve, and implement local policy that supports affordable housing and fair housing.

Actions: Promote new fair housing laws, periodically review their existing inclusionary housing in-lieu fees and/or housing impact fees and jobs-housing linkage fee programs if applicable, aim to implement the programs described in the Housing Element, continue to incorporate these regional AI goals, continue to prepare a Consolidated Annual Performance and Evaluation Report (CAPER) that evaluates the progress towards these Regional AI goals, and work together to continue to commission market-based surveys of current market-rate rents in the Oakland-Fremont HUD FMR Area.

Policy 3: Promote and implement new fair housing laws that protect recipients of rental subsidies from discrimination by landlords.

Actions: Educate tenants and landlords on new fair housing laws.

Policy 4: Preserve and rehabilitate existing affordable housing stock.

Actions: Participating jurisdictions will provide rehabilitation assistance loans for lower-income units.

Policy 5: Increase the number of affordable housing units.

Action: Prioritize the production of affordable housing units and continue all existing programs to support development of local affordable housing units.

Policy 6: Increase homeownership among low- and moderate-income households.

Action: Create a shared list of lenders countywide that can help buyers access below-market-rate loans and locally sponsored down payment and mortgage assistance programs, and allocate funds for homeownership programs that support low- and moderate-income households.

Policy 7: Participating jurisdictions will continue to support or will explore new programs that provide financial support for job training programs to lower-income individuals.

Action: Continue to support or will explore new programs that provide financial support for job training programs and continue to provide financial support for homeless services.

Policy 8: Maintain and expand awareness of affordable housing opportunities and services through marketing efforts.

Action: Continue to assist in advertising the availability of subsidized rental units, explore the creation of a countywide affordable housing database, continue promoting 211's affordable housing database with current information, and increase marketing efforts of affordable housing units to people that typically face barriers and discrimination in fair housing choice.

Policy 9: Participating jurisdictions will pursue local, state, and federal funding sources as they become available.

Action: Continue to pursue local, state, and federal funding sources as they become available.

CR-40 - Monitoring 91.220 and 91.230

Describe the standards and procedures used to monitor activities carried out in furtherance of the plan and used to ensure long-term compliance with requirements of the programs involved, including minority business outreach and the comprehensive planning requirements

The City of Union City monitors its programs to ensure that projects are in compliance with federal regulations and the objectives of the community. The City spells out monitoring requirements in its agreements with nonprofits subgrantees, housing owners, and agreements with other public agencies. By incorporating performance requirements and reporting procedures, including outlines of specific objectives, timelines and budgets, the City is able to evaluate performance. Procedures for monitoring include:

- Monitoring subgrantee performance reports and request for reimbursements on a quarterly basis
- Regular onsite monitoring
- Annual review of audits for continuing subgrantees
- Onsite monitoring of construction progress and labor monitoring (when applicable) and project oversight by City's Public Works Department, as needed
- Ongoing monitoring of affordable rental projects
- Monitoring of HOME-funded projects
- Ongoing monitoring of affordable ownership units citywide
- Review of project expenses
- Housing Element Annual Reports

For PY22, the City conducted CDBG desk reviews of its public service grantees including reviewing quarterly reports submitted by the grantees. Due to the continued COVID-19 pandemic, the City was not able to conduct onsite monitoring visits but is in the process of coordinating with all of the Public Service Grantees to go onsite as the impacts of the pandemic have decreased. The City has also been developing a monitoring matrix for its HOME program in order to ensure that the City's properties funded by HOME are in good standing. At this point, no findings have been issued.

Citizen Participation Plan 91.105(d); 91.115(d)

Describe the efforts to provide citizens with reasonable notice and an opportunity to comment on performance reports.

A fifteen (15) day public review period for the draft of the 2022 CAPER will be held from September 5, 2023 to September 20, 2023 and the CAPER will be made available on the City's website and copy of the draft was available for review at City Hall. If the City receives comments, they will be incorporated into the CAPER at the end of the public review period.

The City Council will hold a public hearing on the CAPER at their September 26, 2023 meeting and public hearing notice was published in the Tri City Voice. During the public hearing on September 26, 2023, if comments are received by the public they will be incorporated into the CAPER.

CR-45 - CDBG 91.520(c)

Specify the nature of, and reasons for, any changes in the jurisdiction's program objectives and indications of how the jurisdiction would change its programs as a result of its experiences.

The City's goals and priorities specified in the 2020-2024 Consolidated Plan guide the City's Annual Action Plan activities. The City has developed internal processes and long-range plans to help maintain timeliness while meeting the other CDBG program objectives.

In PY22, the City of Union City continued to feel the impacts of the COVID-19 pandemic. The federal government passed the CARES Act on March 27, 2020 with the purpose of providing emergency economic support for communities in need. The City of Union City received a CARES Act allocation of \$779,418 and diligently worked to create and fund programs to get this money to its residents. This led to the creation of the Road to Recovery Small Business Assistance Program which is designed to help small businesses who are struggling financially due to the COVID-19 pandemic. So far, the Road to Recovery Small Business Assistance Program had some challenges providing aide to 5 small businesses in PY22. The business applicants have had some communication issues and some anomaly's in their applications that triggered some additional review after discussions with the small business owners. The additional follow up was to ensure that there was not going to be a Duplication of Benefits should an award be made. Due to the additional review time, the awards should be issued by the end of September 2023 and will be included with the 2023 CAPER. Currently the total number of local Union City businesses that were able to be helped is at 24 but that total will increase to 29 with the PY23 CAPER. In PY22, the CARES Act allocation also funded the Residential Rental Assistance Program which provided assistance to 5 residents who have been struggling financially due to the COVID-19 pandemic and have been unable to pay their rent.

Does this Jurisdiction have any open Brownfields Economic Development Initiative (BEDI)

grants?

No

[BEDI grantees] Describe accomplishments and program outcomes during the last year.

CR-45 - CDBG 91.520(c)

Specify the nature of, and reasons for, any changes in the jurisdiction's program objectives and indications of how the jurisdiction would change its programs as a result of its experiences.

The City's goals and priorities specified in the 2020-2024 Consolidated Plan guide the City's Annual Action Plan activities. The City has developed internal processes and long-range plans to help maintain timeliness while meeting the other CDBG program objectives.

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Does this Jurisdiction have any open Brownfields Economic Development Initiative (BEDI) grants?

No

[BEDI grantees] Describe accomplishments and program outcomes during the last year.

N/A

CR-58 – Section 3

Identify the number of individuals assisted and the types of assistance provided

Total Labor Hours	CDBG	HOME	ESG	HOPWA	HTF
Total Number of Activities	1	0	0	0	0
Total Labor Hours	5,142				
Total Section 3 Worker Hours	0				
Total Targeted Section 3 Worker Hours	0				

Table 8 – Total Labor Hours

Qualitative Efforts - Number of Activities by Program	CDBG	HOME	ESG	HOPWA	HTF
Outreach efforts to generate job applicants who are Public Housing Targeted Workers	0				
Outreach efforts to generate job applicants who are Other Funding Targeted Workers.	1				
Direct, on-the job training (including apprenticeships).					
Indirect training such as arranging for, contracting for, or paying tuition for, off-site training.					
Technical assistance to help Section 3 workers compete for jobs (e.g., resume assistance, coaching).					
Outreach efforts to identify and secure bids from Section 3 business concerns.					
Technical assistance to help Section 3 business concerns understand and bid on contracts.					
Division of contracts into smaller jobs to facilitate participation by Section 3 business concerns.					
Provided or connected residents with assistance in seeking employment including: drafting resumes, preparing for interviews, finding job opportunities, connecting residents to job placement services.					
Held one or more job fairs.					
Provided or connected residents with supportive services that can provide direct services or referrals.	1				
Provided or connected residents with supportive services that provide one or more of the following: work readiness health screenings, interview clothing, uniforms, test fees, transportation.					
Assisted residents with finding child care.					
Assisted residents to apply for, or attend community college or a four year educational institution.					
Assisted residents to apply for, or attend vocational/technical training.					
Assisted residents to obtain financial literacy training and/or coaching.	1				
Bonding assistance, guaranties, or other efforts to support viable bids from Section 3 business concerns.					
Provided or connected residents with training on computer use or online technologies.	1				
Promoting the use of a business registry designed to create opportunities for disadvantaged and small businesses.					
Outreach, engagement, or referrals with the state one-stop system, as designed in Section 121(e)(2) of the Workforce Innovation and Opportunity Act.					
Other.					

Table 9 – Qualitative Efforts - Number of Activities by Program

Narrative

The Old Alvarado/Cesar Chavez public facilities project has continued into its Phase II of rehabilitation of the parks. The General Contractor continued with outreach efforts for job applicants for other funding targeted workers and possible Section 3 workers. The City also completed its posting of the America's Job Center of California (AJCC) website link on the City's website for increased accessibility for prospective applicants. Other organizations like Centro de Servicios and Union City Family Center were able to connect residents with supportive services, financial literacy/coaching, and connect residents with computer use or online technologies.



Item 6.a.

FY 2022-2023 Consolidated Annual Performance and Evaluation Report (CAPER)



BACKGROUND

- City receives annual allocations of CDBG HOME funding
- Must prepare a CAPER as requirement to receive funding
- Compares accomplishments to goals
- Comprehensive accounting of how CDBG funds were spent





3



| 2022-2023 ACTIVITIES

- Housing Rehabilitation Program
 - 13 minor home repair grants
- Microenterprise Assistance
 - Community Child Care Council (4C's)
 - Provides assistance to low-income, in-home childcare providers
 - 5 businesses served
- Capital Improvements
 - Old Alvarado/Cesar Chavez Park completion of capital improvements throughout park and picnic areas
- Tenant Based Rental Assistance (Fremont Program)
 - 4 families assisted





| 2022-2023 ACTIVITIES

- Road to Recovery Small Business Assistance Program
 - 5 businesses in final process of approval;
- Residential Rental Assistance Program
 - 5 residences provided with rental assistance
 - 16 household community members able to stay housed during the ongoing pandemic
- CAREavan
 - 57 residents were able to be provided safe parking



| PUBLIC SERVICES – CDBG

Activity	Program	# of Residents Served
Abode Services	Shelter and Family Services	12
ECHO Fair Housing	Fair Housing, Tenant/Landlord Counseling	111
Union City Family Center	General Social Services	1,988
Kidango, Inc.	Meals for Low Income Families	1,029
Spectrum Community Services	Senior Health Initiative	123
TOTAL		3,263



| PUBLIC SERVICES – GENERAL FUND

Activity	Program	# of Residents Served
Abode Services	Shelter and Family Services	12
Centro de Servicios – Decoto	General Social Services	9,800
City of Fremont	Senior Support	15
Community Resources for Independent Living	Housing and Independent Living Skills	42



| PUBLIC SERVICES – GENERAL FUND

Activity	Program	# of Residents Served
ECHO Housing	Fair Housing, Tenant/Landlord Counseling	111
Legal Assistance for Seniors	Legal Services	25
Tiburcio Vasquez Health Center	Health Center	948
TOTAL		10,953



| RECOMMENDATION

- It is recommended the City Council hold the public hearing and adopt a resolution approving the 2022-2023 CAPER and authorizing the City Manager to submit the CAPER to HUD





Agenda Item

DATE: 9/26/2023

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: JOAN MALLOY, CITY MANAGER

SUBJECT: ADOPT A RESOLUTION APPROVING THE STRATEGIC PLAN FINAL UPDATE AND CITY COUNCIL PRIORITIES FOR FISCAL YEAR 2023-24 AND FY 2024-25; AND APPROVE THE MEETING MINUTES OF THE CITY COUNCIL'S STRATEGIC PLANNING WORKSHOP OF JULY 28, 2023.

Management Partners facilitated the City Council's Strategic Plan Workshop on July 28, 2023. The workshop provided an opportunity for Councilmembers to identify priorities for Fiscal Year 2023-24 and Fiscal Year 2024-25. Staff recommends that the City Council adopt a resolution to:

1. Approve the Strategic Plan Final Update and City Council priorities for Fiscal Year 2023-24 through FY 2024-25; and
2. Approve the meeting minutes of the City Council's Strategic Plan Workshop of July 28, 2023

STRATEGIC PLAN ALIGNMENT

Goal E: Communication and Outreach

Strategy 3: Create and implement a plan for conveying progress and outcomes from the City's Strategic Plan to employees and the community at large.

BACKGROUND

The Strategic Plan is designed to guide the work of staff and is a roadmap for the City that reflects the priorities of the City Council with input from staff. The Strategic Plan for Fiscal Year 2019-20 through Fiscal Year 2024-25 was adopted in 2019 to establish the priorities set by the City Council and ensure accountability in implementing the strategies. At that time, five multi-year goals were established that have remained unchanged. These goals are:

Goal A. Financial Stability and Sustainability

- Foster fiscal health through disciplined long-term planning, cost control, heightened efficiency, increased

revenue, and cost recovery.

Goal B. Governance and Organization Effectiveness

- Produce high-quality services to the community through a commitment to local government best practices and employee development, support and retention.

Goal C. Economic, Community Development and Public Safety

- Institute forward-thinking business, land use development, housing, social services, and public safety strategies that promote community growth and innovation.

Goal D. Environmental Sustainability and Infrastructure

- Create a healthy, sustainable community and maintain and improve the City's infrastructure.

Goal E. Communication and Outreach

- Build strong connections with community partners, residents and employees.

While the Strategic Plan goals have remained constant, as part of the 2021 midpoint update, the City Council refocused the top priorities for FY 2021-22 and FY 2022-23. Key accomplishments made during the past two years associated with those priorities are shown in table below.

Table 1.

City Council's FY 2021-22	
----------------------------------	--

and FY 2022-23 Priorities	Accomplishments
Generate more tax revenue needed for long-term fiscal sustainability.	<ul style="list-style-type: none"> • Passed Utility Users' Tax Measure WW and Sales Tax Measure Z (also known as the 2010 Measure AA). • Amended Municipal Code to allow for cannabis dispensary and retail use. • Reestablished the Sales Tax and Utility Users' Tax Oversight Committee.
Address staff recruitment, retention, and succession planning.	<ul style="list-style-type: none"> • Updated the Personnel Rules to ensure fairness, equity, and efficiency. • Completed a citywide employee salary survey and provide equity adjustments as outlined in the MOUs.
Improve and streamline the development process.	<ul style="list-style-type: none"> • Amended the Zoning Ordinance to streamline the review of development projects. • Implemented objective design standards for single-family residential development and accessory dwelling units (ADU).
Address Homelessness.	<ul style="list-style-type: none"> • Hired a Homeless Program Outreach Worker. • Partnered with City of Fremont's Clean Start Mobile Hygiene Unit. • Convened an internal taskforce with regular status updates provided to City Council, Commissions, and the general public.
Build staffing and technology infrastructure to develop the Station District, construct Quarry Lakes Parkway and prepare for future housing development.	<ul style="list-style-type: none"> • Hired to fill vacancies within the City Manager's Office. • Continued and nearing completion of engineering and design for Quarry Lakes Parkway Phases 1 and 2. • Initiated engineering and design for Quarry Lakes Parkway Phases 3 and 4. • Completed and adopted Station District Specific Plan. • Completed and certified the Union City Housing Element.

Since the 2021 Strategic Plan midpoint update, there have been significant occurrences (many beyond the City's control) that influence the City's operations. Key factors include:

- Fiscal challenges as a result of inflation and cost increases
- Staffing challenges of retirements, departures, vacancies, and new hires.
- Cyberattack recovery
- Pandemic recovery response efforts to resume pre-pandemic service levels
- Passage of one-half cent sales tax extension in November 2022
- Redistricting and transition to district-based elections
- New, unfunded state mandates

This is now the final update to the current Strategic Plan. On the July 28, 2023, Management Partners, led by Jan Perkins and Magda Gonzalez, facilitated the City Council Strategic Plan workshop at the Holly Community Center. The Mayor, City Council, City Manager, and the Senior Management Team were in attendance.

At the workshop much of the session was devoted to reviewing the strategies within the five goals and acknowledging the accomplishments of the ambitious Plan. As a result of the discussion, some of the language of

the strategies was refined and some strategies were moved to better align with the goals. Overall, the Council agreed to continue the progress that had been made over the past two years, while pressing to focus on existing strategies that had not been prioritized previously.

DISCUSSION

The Strategic Plan has five multiyear goals, and each goal has a set of priorities for implementation. At the July 28, 2023, Strategic Plan workshop the City Council identified seven priorities for Fiscal Years 2023-24 and 2024-25, illustrated in Table 2. No new goals or strategies were identified during the workshop; however, there were some shifts in the priorities from the midpoint update of 2021.

Table 2. The City Council's Top Priorities for FY 2023-24 and FY 2024-25

GOAL A, Strategy 1	Develop a comprehensive fiscal sustainability model to address the General Fund's long-term structural deficit.
GOAL A, Strategy 8	Determine the feasibility of a revenue ballot measure for November 2024 and/or November 2026 to address critical facilities and infrastructure needs.
GOAL C, Strategy 5	Promote housing development for all income levels in the community by implementing the Housing Element, updating the zoning ordinance to include objective standards for new multi-family residential development to streamline the review of applications for housing developments, and other measures.
GOAL C, Strategy 6	Update the Economic Development Strategic Plan to meet the City's financial goals and build regional partnerships.
GOAL D, Strategy 10	Create and implement a plan to maintain and upgrade the City's buildings.
GOAL D, Strategy 16	Create an outline of, and schedule for, creating a comprehensive Facilities Needs Assessment, and prioritize a space needs assessment for police as one of the first to be studied.
GOAL E, Strategy 5	Build a customer relations plan for public works and code enforcement

While the City continues to focus on fiscal stability and possible revenue measures to address the long-term structural deficit and other needs, new priorities include:

- Promote new housing development (Goal C, Strategy 5)
- Update the Economic Development Strategic Plan and pursue other economic development efforts (Goal C, Strategy 6)
- Create a plan to maintain and upgrade to City buildings (Goal D, Strategy 10)
- Develop a comprehensive Facilities Needs Assessment (Goal D, Strategy 16)

- Build a customer relations plan for Public Works and Code Enforcement as part of the City's communication efforts (Goal E, Strategy 5)

As part of the strategic planning effort over the past several years, staff members have undertaken several large projects that will continue to move forward, including:

- Focus on the **long-term fiscal stability** of the City, including new revenue measures and economic development, to improve public safety, infrastructure maintenance, and services to the community. Voter initiatives that could be considered include an overhaul of the Business License Tax or reestablishing the Public Safety Parcel Tax.
- Continue **technology investments** across all departments to improve security, service delivery, and staff efficiency. Examples of projects underway include, overhauling our financial, payroll, and HR software; installing cameras at intersections for traffic control and safety improvements; installing license plate readers to support policing efforts; and installing fiber or other solutions to provide high-speed internet access among all City facilities.
- Facilitate the **development of the Station District** and **construction of Quarry Lakes Parkway**, and other infrastructure projects, to facilitate residential development and economic development. Major infrastructure projects that are underway include opening the east entrance to the BART station, which requires working with Union Pacific Railroad to complete the permitting process; continuing the progress on Quarry Lakes Parkway, a transportation project that Union City and Fremont assumed from the State and the County; and working with passenger rail providers to plan and design a rail station at BART.
- Support **succession planning efforts and hiring** to return to pre-pandemic staffing levels, with a focus on employee attraction and retention. Recruiting qualified employees continues to be a challenge. While strides to fill vacancies have been successful because of focused efforts, some positions remain unfilled due to a lack of qualified applicants. Investing in employee training continues to be a priority.

Staff seeks any final comments from the City Council regarding the Strategic Plan priorities for the next two fiscal years. In 2025, the City Council may wish to take a fresh look at the City and create a new Strategic Plan.

FISCAL IMPACT

There is no fiscal impact to the General Fund by approving the final update to the Strategic Plan.

RECOMMENDATION

Staff recommends that the City Council adopt a resolution approving the Strategic Plan Final Update and City Council Priorities for Fiscal Years 2023-24 and 2024-25 and approve the meeting minutes of the City Council's Strategic Planning Workshop of July 28, 2023.

Prepared by:

Serenity Mlay, Management Analyst

Submitted by:

Joan Malloy, City Manager

ATTACHMENTS:

	Description	Type
▣	Resolution Adopting the Final Strategic Plan and Meeting Minutes of the Strategic Plan Workshop	Resolution
▣	Exhibit A. Meeting Minutes of the Strategic Plan Workshop	Exhibit
▣	Exhibit B. Strategic Plan Final Update	Exhibit
▣	Item 7.b. Powerpoint	Attachment

RESOLUTION NO. XXXX-21

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF UNION CITY ADOPTING
THE FINAL UPDATE TO THE FY 2019-20 THROUGH FY 2024-25 CITY COUNCIL
STRATEGIC PLAN; AND APPROVING MEETING MINUTES OF THE STRATEGIC
PLAN WORKSHOP OF JULY 28, 2023**

WHEREAS, the City Council held a Strategic Planning Workshop on July 28, 2023, to review the draft of the final update to the City's five-year Strategic Plan, review key issues that emerged since the 2021 update, confirm strategies, and strengthen teamwork; and

WHEREAS, upon the conclusion of the July 28, 2023, Strategic Plan Workshop, City Council priorities for Fiscal Year 2023-24 and Fiscal Year 2024-25 were identified for City staff to carry out along with the remaining goals and strategies of implementation; and

WHEREAS, the meeting minutes of the July 28, 2023, Strategic Plan Workshop were prepared by Management Partners and incorporated into the City Council's priorities for Fiscal Year 2023-24 and Fiscal Year 2024-25.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Union City approves the meeting minutes of the July 28, 2023, Strategic Plan Workshop (attached as **Exhibit A**); and

BE IT FURTHER RESOLVED that the City Council determined that the City's Final Strategic Plan (attached as **Exhibit B**) has been updated and that the following seven strategies are now the established priorities for Fiscal Year 2023-24 and Fiscal Year 2024-25:

1. Develop a comprehensive fiscal sustainability model to address the General Fund's long-term structural deficit.
2. Determine the feasibility of a revenue ballot measure for November 2024 and/or November 2026 to address critical facilities and infrastructure needs.
3. Promote housing development for all income levels in the community by implementing the Housing Element, updating the zoning ordinance to include objective standards for new multi-family residential development to streamline the review of applications for housing developments, and other measures.
4. Update the Economic Development Strategic Plan to meet the City's financial goals and build regional partnerships.
5. Create and implement a plan to maintain and upgrade the City's buildings.
6. Create an outline of, and schedule for, creating a comprehensive Facilities Needs Assessment, and prioritize a space needs assessment for police as one of the first to be studied.
7. Build a customer relations plan for public works and code enforcement.

PASSED, APPROVED, AND ADOPTED by the City Council of the City of Union City at a regular meeting held on the 26th day of September 2023, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

APPROVED:

CAROL DUTRA-VERNACI
Mayor

ATTESTED:

ANNA M. BROWN
City Clerk

APPROVED AS TO FORM:

KRISTOPHER J. KOKOTAYLO
City Attorney

To: Joan Malloy, City Manager, City of Union City

From: Jan Perkins, Magda Gonzalez and Ashley Garcia, Strategic Planning Team

Subject: Summary Notes from Council Strategic Planning Workshop Held July 28, 2023

Date: July 31, 2023

This memorandum contains a summary of the results of the City Council workshop held in the Holly Community Center's Senior Room in Union City on Friday, July 28, 2023. The department head team joined the Council for this workshop and participated in an engaging discussion.

The full Council was present, which included:

- Carol Dutra-Vernaci, Mayor
- Gary Singh, Vice Mayor
- Jaime Patino, Councilmember
- Jeff Wang, Councilmember
- Scott Sakakihara, Councilmember

The purpose of the day was to receive Council input about the draft Strategic Plan so that it could be finalized and presented at a future Council meeting for adoption. This current iteration of the Strategic Plan covers the years FY 2023-24 and FY 2024-25 and constitutes the last two years of the five-year plan.

The specific objectives of the workshop were as follows:

- Review key issues that have emerged since the 2021 update of the Strategic Plan
- Confirm the updated strategies and establish City Council priorities for the next two years
- Strengthen teamwork

The workshop began with opening remarks from the City Manager on the value of the Strategic Plan and how staff have used it to guide its work since adoption of the plan in 2019. Accomplishments since the 2021 Strategic Plan update were highlighted by the City Manager, along with key factors that have occurred since then that are relevant to this current and final update to the five-year Strategic Plan.

Most of the session was devoted to reviewing the strategies within each of the five goals. Councilmembers' questions and comments were invited. The result was that a number of changes were made to various strategies, which will be incorporated into the final version of the Strategic Plan to be presented to the Council.

The Council was also asked to establish its priority strategies through a dot voting exercise. As a result, seven priorities were identified that received three or more dots. Those seven have been included on a page within the Strategic Plan, as has been the case in the prior two iterations of the City's Strategic Plan. These priorities assist staff as well as Council in understanding where significant effort should be placed.

Toward the end of the session, the facilitators reviewed best practice criteria for adding initiatives and projects. The purpose of this discussion was to underscore that the City has an ambitious plan with many strategies to be accomplished, and that focused attention will be needed. Councilmembers indicated they wanted to be intentional when adding any new work, so that the agreed upon priorities and other strategies would continue to progress. The best practice criteria will be added to the Strategic Plan and highlighted in other ways as reminders. The Mayor noted that the current practice is for agenda items to include a reference to the goal and strategy within the Strategic Plan. A department head noted that some agenda items are in pursuit of ongoing operations and not specifically related to Strategic Plan items, and could be referenced if that would be helpful. As for how the best practice criteria for adding initiatives or references to ongoing operations could be put into practice on agenda items, this is a potential follow up item for the City Manager.

Three possible items were placed on the “bike rack” for consideration by the City Manager to determine whether or how to follow up:

- A staff member suggested considering “buying local” policies
- A staff member suggested creating an intersection map of the strategies (to show how various items relate to each other)
- Councilmembers suggested conducting informal work sessions for Strategic Plan updates to allow for free flow of discussion between Council and staff

The workshop wrapped up with comments from members of Council and the City Manager. A summary of comments is as follows:

- It is good to have these sessions to refresh us on our Strategic Plan and get a better understanding of the goals.
- The session provided more clarity; it was a very good session.
- The session offered a good opportunity to get together with the City Council, and as Council and staff as a team. We can’t have this type of discussion at regular Council meetings. Perhaps the Strategic Plan updates should be done at a similar type session.
- Thanks to Jan for the last few years of help. The priorities are changing over the years. It is good to refresh them. I see the value of the Strategic Plan and appreciate the work.
- I have seen real benefit of the Strategic Plan over the years, especially for staff and our City finances. It helps run the City more like a business. I agree with the comments of the other Councilmembers.
- Thanks to the facilitators and especially to the City Council for taking the time and the effort toward the Strategic Plan. And thanks to the executive team for their input and commitment to the process. It is good for staff to hear from the City Council directly.

Conclusion

Our facilitation team is now updating the Strategic Plan based on the comments provided by Council and staff at the workshop. We will provide that to you for your review and then we will finalize it based on your input. It has been our pleasure to work with you and your entire team on the Strategic Plan update process.





City of Union City Strategic Plan

FY 2019-20 through FY 2024-25
Final Update



Prepared for the City of Union City by Baker Tilly



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City Council

The Mayor and City Council serve as the governing body and establish policies that aim to ensure responsive, effective and high-quality service delivery to our residents. Throughout the year (with only two small breaks in the summer and winter), the Mayor and City Council manage the City's legislative agenda, set municipal policies, adopt local laws and ordinances, appropriate funds, and develop an overall vision for the City. Together, the Mayor and City Council supervise city administration which directs city staff to achieve the vision, goals and objectives set by the Council. The Mayor is elected at large and four Council members are each elected by district.



Message from the City Manager



Strategic Planning Guidance Provided by the Executive Team

- Joan Malloy, City Manager
- Jennifer Phan, Deputy City Manager
- Kristopher Kokotaylo, City Attorney
- Jackie Acosta, Finance Director
- Marilou Ayupan, Public Works Director
- Carmela Campbell, Economic and Community Development Director
- Jason Castleberry, Human Resources Director
- Corina Hahn, Community and Recreation Services Director
- Jared Rinetti, Police Chief
- Mario Vallejo, Information Technology Director

To the Mayor and City Council, Community Members and City Staff:

We are pleased to present this final two-year update of our five-year Strategic Plan. The City's Strategic Plan covers fiscal years 2019-20 through 2024-25 and serves as a roadmap for Union City's promise as a place where our inclusive community can prosper and innovation grow.

Since adoption of the Strategic Plan, significant changes have occurred in our community and organization. Examples are the pandemic and our many responses to it, a change to election of Councilmembers by districts, financial uncertainty along with the success of a critical tax measure, new state mandates, a cyber-attack, and challenges in recruitment and retention of employees. In this plan, we are focusing on the fundamentals of public safety, emergency preparedness, infrastructure and providing quality public services to our community.

The update process started with early input from each member of Council, information from departments, a City Council strategic planning workshop held on July 28, 2023, and preparation of this new Strategic Plan document.

Respectfully,
Joan Malloy
 City Manager
 August 2023



Strategic Planning Process Overview

*The strategic plan is a **living document** featuring a comprehensive framework that is **adjusted based on the current needs of the community.***



The City of Union City adopted a five-year Strategic Plan in 2019. A midpoint update conducted in 2021 provided the opportunity for Council and City staff to assess progress on the Strategic Plan through a lens that took into account some significant changes that occurred during 2019 and 2020. The 2023 strategic planning update was an opportunity for the Council to further review progress made since 2021, and to establish priorities for the remaining two years of the Strategic Plan. Key process steps for the 2023 update are summarized below.

Council Interviews

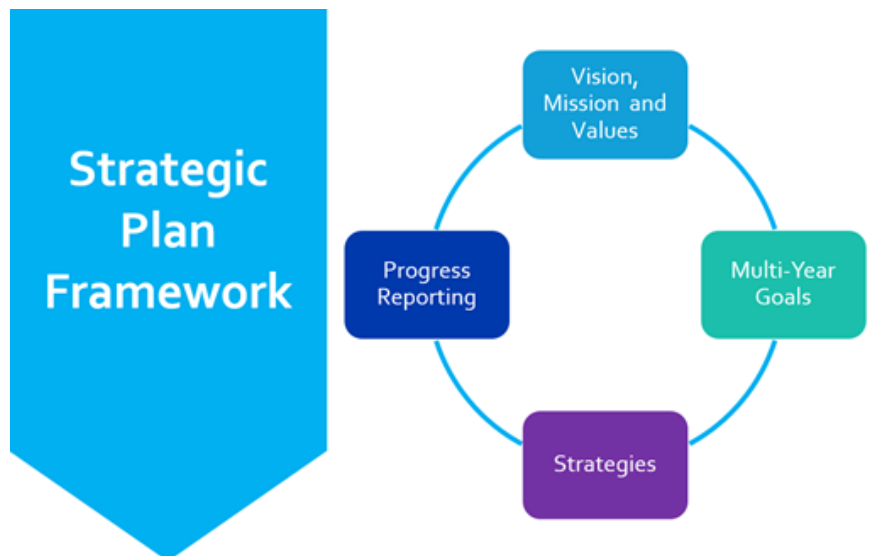
Facilitators met with each Councilmember to discuss the City's recent accomplishments and challenges and receive input about top priorities for the next two years.

Information from Executive Team

The City's executive team provided valuable information about the status of the strategies within the Strategic Plan including modifications and new items needed.

Strategic Planning Workshop

A City Council workshop was held on July 28, 2023, to discuss the information gathered, review goals and strategies for the remaining two years of the Strategic Plan, and set Council priorities.



Mission, Vision, and Values



Our mission is to create and provide effective, valued services that foster high quality of life and economic vitality for the community.

Citywide Vision

To be a vibrant, inclusive, and prosperous community where residents and businesses thrive and innovation grows.

Organizational Vision

To foster an environment where City employees are inspired, recognized, and thrive.

Values

Sustainability

Plan for the long term in all that we do to ensure financial, environmental, and community well-being.

Professionalism

Deliver high-quality services to members of the community while investing in employee development.

Accountability/Integrity

Serve in the best interests of the community as responsible stewards of public resources, with trust and transparency.

Belonging

The City strives to instill a sense of belonging for all our community of residents, workers and visitors.

Respectfulness

Show respect, fairness and equity in our jobs, each other and the community we serve.

Multi-Year Goals

This Strategic Plan has five multi-year goals. These goals remain unchanged from the start of the Strategic Plan in 2019. Each goal has a set of strategies for implementation. The following pages show the strategies by goal.

Goal A. Financial Stability and Sustainability

- Foster fiscal health through disciplined long-term planning, cost control, heightened efficiency, increased revenue and cost recovery.

Goal B. Governance and Organization Effectiveness

- Produce high-quality services to the community through a commitment to local government best practices and employee development, support and retention.

Goal C. Economic, Community Development and Public Safety

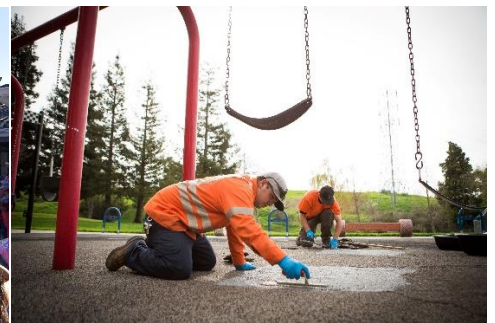
- Institute forward-thinking business, land use development, housing, social services, and public safety strategies that promote community growth and innovation.

Goal D. Environmental Sustainability and Infrastructure

- Create a healthy, sustainable community and maintain and improve the City's infrastructure.

Goal E. Communication and Outreach

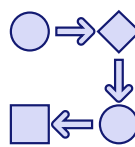
- Build strong connections with community partners, residents and employees.



Highlights of Accomplishments

The Council established **five top priorities** for FY 2021-22 and FY 2022-23 as part of the mid-point update conducted in 2021. The key accomplishments associated with each of their priorities are shown in the following table. Implementation of other strategies identified in the Strategic Plan is on schedule, and there have been significant accomplishments since adoption of the Strategic Plan.

Council's FY 2021-22 and FY 2022-23 Priorities	Accomplishments
Generate more tax revenue needed for long-term fiscal sustainability.	<ul style="list-style-type: none"> Passed Utility Users' Tax Measure WW and Sales Tax Measure Z. Amended Municipal Code to allow for cannabis dispensary and retail use. Reestablished the Sales Tax and Utility Users' Tax Oversight Committee.
Address staff recruitment, retention and succession planning.	<ul style="list-style-type: none"> Updated the Personnel Rules to ensure fairness, equity, and efficiency. Completed a citywide employee salary survey.
Improve and streamline the development process.	<ul style="list-style-type: none"> Amended the Zoning Ordinance to streamline the review of development projects. Implemented objective design standards for single-family residential development and accessory dwelling units (ADU).
Address homelessness.	<ul style="list-style-type: none"> Recruited for a Homeless Program Outreach Worker. Implemented the CAREavan safe parking program. Partnered with City of Fremont's Clean Start Mobile Hygiene Unit. Convened an internal taskforce with regular status updates provided to City Council, Commissions, and the general public.
Build staffing and technology infrastructure to develop the Station District, construct Quarry Lakes Parkway and prepare for future housing development.	<ul style="list-style-type: none"> Increased staffing within the City Manager's Office. Continued and nearing completion of engineering and design for Quarry Lakes Parkway Phases 1 and 2. Initiated engineering and design for Quarry Lakes Parkway Phases 3 and 4. Completed and adopted Station District Specific Plan. Completed and certified the Union City Housing Element.



Major Factors Since 2021 Strategic Plan Update

Significant changes have occurred since the Strategic Plan was adopted by the City Council in 2019 and the update that was completed in 2021. Key factors since 2021 are shown below.

Fiscal challenges and opportunities

Retirements, departures, vacancies, and new hires

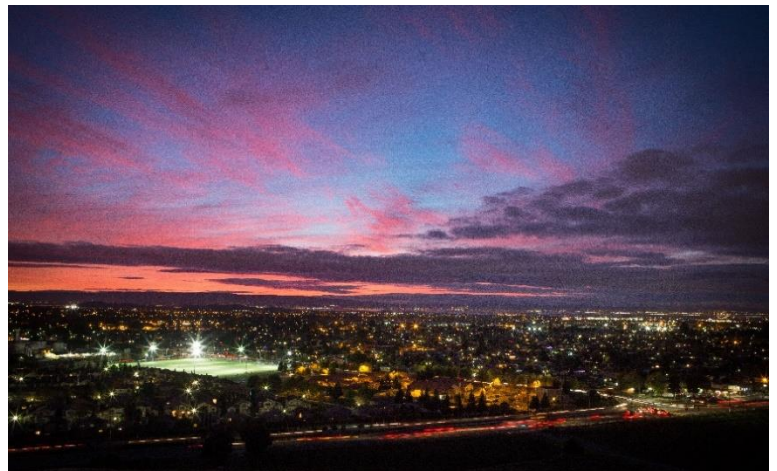
Cyber-attack recovery

Pandemic recovery response efforts

Passage of sales tax extension in November 2022

Redistricting and transition to district-based elections

New, unfunded state mandates



Top Council Priorities



The City Council's top priorities for FY 2023-24 and FY 2024-25 were identified during its July 2023 strategic planning workshop. These priorities are shown below, categorized by goal.

The full list of strategic plan activities is contained in subsequent pages of this document under the Goals and Strategies.

Goal A, Strategy 1	Develop a comprehensive fiscal sustainability model to address the General Fund's long-term structural deficit.
Goal A, Strategy 8	Determine the feasibility of a revenue ballot measure for November 2024 and/or November 2026 to address critical facilities and infrastructure needs.
Goal C, Strategy 5	Promote housing development for all income levels in the community by implementing the Housing Element, updating the zoning ordinance to include objective standards for new multi-family residential development to streamline the review of applications for housing developments, and other measures.
Goal C, Strategy 6	Update the Economic Development Strategic Plan to meet the City's financial goals and build regional partnerships.
Goal D, Strategy 10	Create and implement a plan to maintain and upgrade the City's buildings.
Goal D, Strategy 16	Create an outline of, and schedule for, creating a comprehensive Facilities Needs Assessment, and prioritize a space needs assessment for police as one of the first to be studied.
Goal E, Strategy 5	Build a customer relations plan for public works and code enforcement.

Goal A. Financial Stability and Sustainability

Foster fiscal health through disciplined long-term planning, cost control, heightened efficiency, increased revenue, and cost recovery.

The table below contains the strategies associated with Goal A and the implementation years. The completed strategies are shown in grey.

Strategies	Implementation Years		
	Work Planned FY 2023-24	Work Planned FY 2024-25	Completed during FY 2020-23
1. Develop a comprehensive fiscal sustainability model to address the General Fund's long-term structural deficit.	✓	✓	
2. Determine the level of authorization for the utility users' tax and develop an informational plan.			✓
3. Reduce costs associated with the City's fire contract with Alameda County by pursuing discussions regarding a new emergency services model, and advocate for more transparency in the negotiation process.	✓	✓	
4. Develop a plan to reduce the costs and increase revenue for Community and Recreation Services.			✓
5. Implement the City's cannabis program to attain the anticipated revenue in new revenue with a commitment to adapting where necessary in light of evolving Statewide trends.			✓
6. Conduct routine evaluations of city fees and update as needed.			✓
7. Study and prepare for placement of a revenue measure for the November 2022 election that addresses the expiration of the half-cent sales tax; or, prepare for \$6 million in service cuts.			✓
8. Determine the feasibility of a revenue ballot measure for November 2024 and/or November 2026 to address critical facilities and infrastructure needs.	✓	✓	
9. Pursue the placement of a voter-approved revenue measure on a ballot to address the funding gap between revenues and expenditures for fundamental public safety and other city services.	✓		
10. Study the benefits and opportunity to update the City's business license tax for voter consideration.	✓	✓	
11. Assess the effectiveness of the City's cannabis program to determine whether it is meeting intended objectives, public safety impacts, revenue targets and other factors.	✓	✓	

Goal B. Governance and Organization Effectiveness

Produce high-quality services to the community through a commitment to local government best practices and employee development, support, and retention.

The table below contains the strategies associated with Goal B and the implementation years. The completed strategies are shown in grey.

Strategies	Implementation Years		
	Work Planned FY 2023-24	Work Planned FY 2024-25	Completed during FY 2020-23
1. Align the provision of critical city services and Strategic Plan implementation with current staffing levels.			✓
2. Establish professional development plans for each employee to optimize staff resources, support their growth and demonstrate commitment to employees' careers through a mentoring program and cross-training assignments.	✓	✓	
3. Implement a new system of electing councilmembers by district and establish protocols for governance.			✓
4. Prioritize the results of the Management Audit and develop an implementation strategy.			✓
5. Create a formal exit interview process to learn the reasons employees leave and obtain useful feedback for organizational improvements.			✓
6. Establish meaningful ways to recognize outstanding employee performance.			✓
7. Review and update as needed the City's personnel policies to ensure they reflect best practices in diversity and inclusion.	✓	✓	
8. Conduct a market study of competitive salary and benefits to support recruitment and retain talented staff.			✓
9. Identify mandated/non-mandated functions and changes needed in each department to ensure proper balance based on available resources and align services to staff resources.	✓		
10. Develop institutional knowledge "capture" techniques to document processes and procedures, and increase succession planning initiatives along with training and staffing overlap, in anticipation of retirements and other turnover.	✓		
11. Develop and implement a marketing plan to aid in ensuring key positions are filled, including the use of targeted recruitment incentives (such as hiring bonuses) for difficult-to-hire positions.	✓	✓	
12. Increase staff efficiency and responsiveness by improving the design of and access to self-service options for the public and employees (e.g., human resources portals, permit system, customer service portals).	✓	✓	

Goal C. Economic, Community Development, and Public Safety

Institute forward-thinking business, land use development, housing, social services, and public safety strategies that promote community growth and innovation.

The table below contains the strategies associated with Goal C and the implementation years. The **completed** strategies are shown in grey.

Strategies	Implementation Years		
	Work Planned FY 2023-24	Work Planned FY 2024-25	Completed during FY 2020-23
1. Analyze the feasibility of transforming warehouses to attract high-value industrial and commercial uses for the benefit of the community.	✓		
2. Facilitate the build out of the greater Station District Area through the construction of the Quarry Lakes Parkway, completion of the pedestrian rail crossing, and implementing the recommendations of the Southern Alameda County Regional Rail Integration Study to make the Station District a passenger rail hub served by ACE.	✓	✓	
3. Assess needs and identify appropriate services to support unhoused individuals and families in collaboration with community organizations and the County of Alameda, as well as develop internal response protocols and a communications strategy to provide regular status updates to City Council, commissions and the general public.	✓	✓	
4. Work with the Union Landing Property Owner's Association to ensure Union Landing remains a destination for shoppers through property improvements, on-going property maintenance, and a continued focus on public safety.	✓		
5. Promote housing development for all income levels in the community by implementing the Housing Element, updating the zoning ordinance to include objective standards for new multi-family residential development to streamline the review of applications for housing developments, and other measures.	✓		
6. Update the Economic Development Strategic Plan to meet the City's financial goals and build regional partnerships.	✓	✓	
7. Collaborate with commercial brokers on retail and commercial opportunities for new businesses and identify factors that will encourage high revenue-producing businesses to lease vacant properties.	✓		
8. Prioritize and expedite major land use development applications.			✓

Strategies	Implementation Years		
	Work Planned FY 2023-24	Work Planned FY 2024-25	Completed during FY 2020-23
9. Update the short-range transit plan that includes an evaluation of providing services to the business district and the New Haven Unified School District.	✓	✓	
10. Improve and increase the Community Emergency Response Team program through the Alameda County Fire Department, per agreement with the County.	✓		
11. Complete the General Plan update, the Station District Specific Plan and the Hillside Specific Plan.			✓
12. Provide training for emergency preparedness, and conduct disaster response drills, ensure all employees fully understand their responsibilities in an emergency, and assess the City's emergency operations center for adequacy.	✓		
13. Align public safety services with community needs based on a data driven decision-making approach (i.e., emergency medical services, restoration of terminated police programs, etc.).	✓	✓	
14. Update the police department strategic plan to include reimagine policing initiatives.			✓
15. Continue to review development permitting processes to streamline service and improve efficiency and develop a communication plan to disseminate modifications to staff and customers.			✓
16. Create a plan for leveraging the social services resources in Union City and the County to make efficient use of all limited resources.	✓	✓	
17. Review the police dispatch services agreement and conduct a feasibility study to evaluate bringing dispatch services in-house and other options.	✓		
18. Facilitate the development of entitlements and closing on the sale of the Gateway property to generate revenue to fund the construction of Phases 3 and 4 of the Quarry Lakes Parkway.	✓	✓	
19. Continue providing support to City residents and businesses related to COVID-19 recovery.			✓
20. Increase fines for illegal fireworks, develop and implement a public communication campaign about fireworks, consider banning the sale and deployment of all fireworks if the threat to community safety is not significantly reduced during the 4 th of July season.			✓
21. Related to a request for proposed development in the City's Hillside area, complete Hillside Specific Plan, mandated by the voter approved Hillside Area Plan.	✓	✓	
22. Conduct a site inventory analysis and feasibility assessment of a rapid-build/interim shelter or tiny homes community.	✓		

Goal D. Environmental Sustainability and Infrastructure

Create a healthy, sustainable community and maintain and improve the City's infrastructure.

The table below contains the strategies associated with Goal D and the implementation years. The completed strategies are shown in grey.

Strategies	Implementation Years		
	Work Planned FY 2023-24	Work Planned FY 2024-25	Completed during FY 2020-23
1. Continue the build-out of the City's Bicycle and Pedestrian network with an emphasis on closing gaps, addressing safety concerns, and increasing connectivity to the Station District.	✓		
2. Implement the City's capital improvement plan (see separate document).	✓	✓	
3. Develop a citywide information technology strategic plan and establish an Infrastructure Committee that would address IT as well as other infrastructure to help prioritize investments, implementation and staff IT training.	✓		
4. Assess the feasibility of using a private provider to add high-speed internet with the goal of reducing Union City ISP costs and enhancing internet speed for businesses and residents.	✓	✓	
5. Evaluate existing and potentially new development impact fees to ensure they reflect current City infrastructure needs and anticipated population growth based on 2024 General Plan.	✓		
6. Review and update the tree protection and enhancement program, including creating a public educational campaign regarding tree removals.	✓		
7. Conduct a tree inventory to determine a yearly maintenance plan for city-owned trees, including location, count, type, health and other factors.	✓		
8. Update the Climate Action Plan and also include regional goals in the plan.	✓	✓	
9. Transition the UC Transit fleet to zero emissions.	✓	✓	
10. Create and implement a plan to maintain and upgrade the City's buildings.	✓	✓	
11. Develop a ten-year parks operations, maintenance and capital improvement plan.	✓	✓	
12. Coordinate with City departments, commercial and residential customers to implement the requirements of state organics and food recovery legislation.			✓

Strategies	Implementation Years		
	Work Planned FY 2023-24	Work Planned FY 2024-25	Completed during FY 2020-23
13. Continue monitoring the Collection Services Franchise Agreement Contractors assistance with organics regulations and waste diversion compliance.	✓	✓	
14. Enable a robust cyber security and information technology disaster recovery plan.	✓	✓	
15. Complete the Alvarado-Niles Road Multimodal Corridor Study (from Union Landing Blvd. to Quarry Lakes Parkway).	✓	✓	
16. Create an outline of, and schedule, for creating a comprehensive Facilities Needs Assessment, and prioritize a space needs assessment for police as one of the first to be studied.		✓	

Goal E. Communication and Outreach

Build strong connections with community partners, residents, and employees.

The table below contains the strategies associated with Goal E and the implementation years. The completed strategies are shown in grey.

Strategies	Implementation Years		
	Work Planned FY 2023-24	Work Planned FY 2024-25	Completed during FY 2020-23
1. Conduct outreach and community education about the City services, financial resources, areas of cost, and impacts of failed ballot measures on city services.			✓
2. Improve the delivery of and employee and community access to the annual State of the City Address.			✓
3. Create and implement a plan for conveying progress and outcomes from the City's Strategic Plan to employees and the community at large; including the development of a public facing dashboard.	✓		
4. Enhance the role boards and commissions play in communicating the City's interests through training and routine engagement.			✓
5. Build a customer relations plan for public works and code enforcement.	✓	✓	
6. Launch the newly formed Sales Tax and Utility Users' Tax Oversight Committee, support their efforts to review tax revenues and expenditures, and make reports to the City Council and community at-large.			✓
7. Launch an updated City website design to enhance community and digital engagement to improve ease of access to and the quality of information, emphasizing information of particular interest to businesses and residents.			✓
8. Develop an outreach strategy aligned with the City's brand guidelines aimed at heightening the profile of the City within the community and region.			✓
9. Foster a diversity, equity and inclusion approach to citywide communications and outreach, both in our public facing materials and initiatives, and with our employees (e.g., policies, procedures, training and development).	✓		
10. Collaborate with the Arts and Culture Commission and Bay Area Rapid Transit (BART) to place murals on the Kennedy Park BART pillars.	✓		

Staying On Track and Progress Updates



Staying on Track

During its July 2023 strategic planning workshop, the Council and staff discussed the importance of staying on track with the Strategic Plan. It was noted that in order to do that, it will be necessary to refrain from adding new projects or initiatives without consideration of the impact on the agreed upon priorities and strategies within this Strategic Plan. The Council reviewed best practice criteria for adding initiatives to staff's workload and agreed to be intentional when considering adding a new project or initiative. The Council agree to consider the following criteria as the lens through which to look at requested new items.

Criteria for adding initiatives and projects are:

- Emergencies (e.g., major equipment or facility failure)
- New multi-agency opportunity that cannot be delayed
- New outside funding opportunity that is time sensitive
- Community safety issue that must be addressed in the near term
- Changes in laws or mandates

Progress Updates

City staff communicates progress on a regular basis to the City Council, employees, and community through updates and reports posted on the City website. Methods for reporting include:

- Identify how items that are presented to the City Council align with the Strategic Plan. This is a current practice and will continue.
- Provide semi-annual updates on the Council's top priorities for FY 2023-24 and FY 2024-25.
- Prepare an annual update on the status of the entire Strategic Plan.
- Ensure alignment of budget with Strategic Plan.
- Provide separate reports on the Council's priority items as well as other Strategic Plan items that are scheduled for FY 2023-24 and FY 2024-25 as a way of providing more in-depth information.

Throughout the year, City staff will seek feedback about implementation from Council, so there is an ongoing dialogue and clear direction provided about the priorities, goals, and strategies identified in the Strategic Plan.

Conclusion



Our Strategic Plan is designed to guide the work and future of the City of Union City. The Strategic Plan and this final update reflect the guidance of the City Council and input from our professional staff. City staff and officials are committed to continuing collaboration with the community and elected officials in achieving the goals in this Strategic Plan.

Thank you to everyone who contributed to creating this Strategic Plan and those who are dedicated to its success.

Photos Provided by the City of Union City

Attachment A. Other Accomplishments

Highlights of Other Accomplishments Since 2021 Mid-Point Strategic Plan Update

- Delivered the Annual State of the City Address.
- Conducted board and commission training.
- Held a City Council Governance Session to discuss strengthening policies and protocols; district-related communications and best practices; and updated City Council Norms.
- Significant COVID-19 pandemic community recovery efforts, including establishment of an outdoor dining program, a COVID-19 Response Grant Program, and adoption of a temporary eviction moratorium.
- Adopted the 2023-2031 Housing Element, certified by State of California.
- Adopted the Station District Specific Plan and related General Plan amendments, both reflected in the certified 2023-2031 Housing Element
- Conducted Disaster Service Worker training.
- Received grant funding to reinstitute the Community Oriented Policing and Problem-Solving Unit (COPPS).
- Approved the Five-Year Police Department Strategic Plan, with regular progress reports and accomplishments featured on the City website.
- Implemented a new employee development evaluation process in the Police Department to prepare staff for future leadership roles.
- Instituted a Public Safety Working Group to improve police community engagement.
- Instituted annual public education and outreach program about proper use of “safe and sane” fireworks and implemented an online fireworks financial reporting system for consistent documentation and reporting of fireworks sales and taxes.
- Approved the 2021 Bicycle and Pedestrian Master Plan.
- UC Transit received a grant to electrify its bus fleet, awarded a bus contract and procured two new electric vehicles.
- Approved an IT 5-Year Strategic Roadmap.
- Accepted a Public Service Needs Assessment to inform distribution of funding to public service providers through the City’s grand process for FY 2023-34 and FY 2024-25.
- Regularly updated and tracked progress of the City’s Strategic Plan.



Item 7.a:

Adopt A Resolution Approving The Strategic Plan Final Update And City Council Priorities For Fiscal Year 2023-24 And FY 2024-25; And Approve The Meeting Minutes Of The City Council's Strategic Planning Workshop

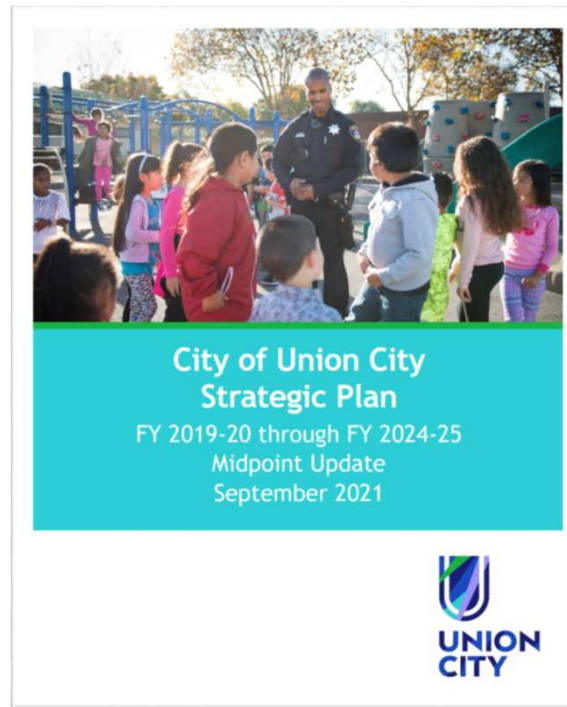
September 26, 2023, City Council Regular Meeting



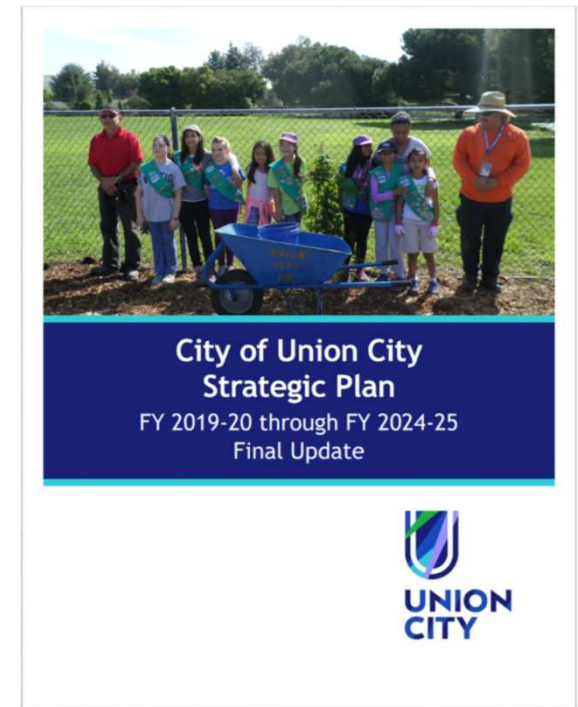
Item 7.a: The Strategic Plan Final Update



Adopted - 2019



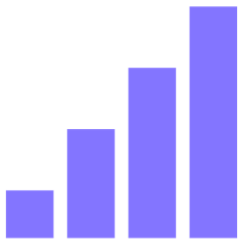
Midpoint Update - 2021



Final Update - 2023



Item 7.a: The Strategic Plan Final Update - **GOALS**



Goal A.

Financial Stability and Sustainability



Goal B.

Governance and Organization Effectiveness



Goal C.

Economic, Community Development and Public Safety



Goal D.

Environmental Sustainability and Infrastructure



Goal E.

Communication and Outreach

Item 7.a: The Strategic Plan Final Update - **Key Accomplishments**



Generate more tax revenue needed for long-term fiscal sustainability.

- Passed Utility Users' Tax and One-Half Cent Sales Tax Extension
- Zoning update - Cannabis dispensary in retail districts
- Reestablished the Sales Tax and Utility Users' Tax Oversight Committee



Address staff recruitment, retention, and succession planning.

- Updated the Personnel Rules to ensure fairness, equity, and efficiency
- Completed a citywide employee salary survey and provide equity adjustments

Item 7.a: The Strategic Plan Final Update - **Key Accomplishments**



Improve and streamline the development process.

- Amended the Zoning to streamline the review of development projects.
- Implemented objective design standards for single-family residential development and accessory dwelling units (ADU).



Address Homelessness.

- Hired Homeless Program Outreach Worker
- Partnered with City of Fremont's Clean Start Mobile Hygiene Unit
- Convened an internal taskforce with status updates provided to City Council, Commissions, and the general public

Item 7.a: The Strategic Plan Final Update - **Key Accomplishments**



Build staffing and technology infrastructure to develop the Station District, construct Quarry Lakes Parkway and prepare for future housing development.

- Hired to fill vacancies within the City Manager's Office
- Continued and nearing completion of engineering and design for Quarry Lakes Parkway Phases 1 and 2
- Initiated engineering and design for Quarry Lakes Parkway Phases 3 and 4
- Completed and adopted Station District Specific Plan
- Completed and certified the Union City Housing Element



Item 7.a: The Strategic Plan Final Update

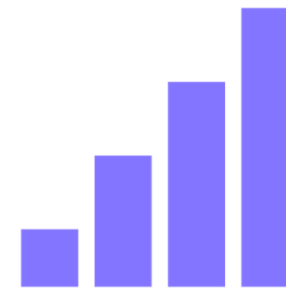
GOAL A, Strategy 1

Develop a comprehensive fiscal sustainability model to address the General Fund's long-term structural deficit.

GOAL A, Strategy 8

Determine the feasibility of a revenue ballot measure for November 2024 and/or November 2026 to address critical facilities and infrastructure needs.

City Council Top Priorities FY 2023-24 & FY 2024-25



Goal A.

Financial Stability and Sustainability



Item 7.a: The Strategic Plan Final Update

GOAL C, Strategy 5

Promote housing development for all income levels in the community by implementing the Housing Element, updating the zoning ordinance to include objective standards for new multi-family residential development to streamline the review of applications for housing developments, and other measures.

GOAL C, Strategy 6

Update the Economic Development Strategic Plan to meet the City's financial goals and build regional partnerships.

City Council Top Priorities FY 2023-24 & FY 2024-25



Goal C.

Economic, Community
Development and Public Safety



Item 7.a: The Strategic Plan Final Update

GOAL D, Strategy 10

Create and implement a plan to maintain and upgrade the City's buildings.

GOAL D, Strategy 16

Create an outline of, and schedule for, creating a comprehensive Facilities Needs Assessment, and prioritize a space needs assessment for police as one of the first to be studied.

City Council Top Priorities FY 2023-24 & FY 2024-25



Goal D.

Environmental Sustainability
and Infrastructure



Item 7.a: The Strategic Plan Final Update

GOAL E, Strategy 5

Build a customer relations plan for public works and code enforcement

City Council Top Priorities FY 2023-24 & FY 2024-25



Goal E.

Communication and Outreach

Item 7.a: The Strategic Plan Final Update - **Capacity**

- Long-term Fiscal Stability
- Technology Investments
 - Cameras – PD and PW
 - Financial and HR systems
 - New GIS
 - Fiber and high-speed internet
- Capital Improvement Projects and Construction
 - Station District Developments, QLP and BART East Entrance
 - Union City Boulevard bike lanes
 - Roadway overlay program
- Succession planning, hiring, training
- Day-to-day operations of the City





Recommendation

Staff recommends that the City Council adopt a resolution to:

1. Approve the Strategic Plan Final Update and City Council priorities for Fiscal Year 2023-24 through FY 2024-25; and
2. Approve the meeting minutes of the City Council's Strategic Plan Workshop of July 28, 2023