



AGENDA

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

GARY SINGH, Mayor
SCOTT SAKAKIHARA, Vice Mayor (District 4)
LANCE NISHIHARA, Councilmember (District 1)
JAIME PATIÑO Councilmember (District 2)
JEFF WANG, Councilmember (District 3)

Tuesday, July 8, 2025
7:00 PM
City Hall - Council Chamber
34009 Alvarado-Niles Road Union City, CA 94587

1. CALL TO ORDER

- 1.1. Pledge of Allegiance
- 1.2. Roll Call

2. UNFINISHED BUSINESS - None

3. PROCLAMATIONS AND PRESENTATIONS

- 3.1. Proclamation Recognizing July 2025 as Park and Recreation Month
- 3.2. Proclamation Recognizing July 17, 2025, as Port Chicago Remembrance Day

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 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.

- 5.1. Approve the June 24, 2025 City Council Regular Meeting Action Minutes
- 5.2. Adopt a Resolution Authorizing the City Manager to Execute a Consulting Services Agreement with The Pun Group, LLP, for a Three-Year Term, with Two Optional One-Year Extensions, for a Three-Year Not-to-Exceed Contract Amount of \$321,555, to Provide Professional Auditing Services Beginning with Fiscal Year 2024-2025

- 5.3. **Adopt a Resolution Amending the Five-Year Capital Improvement Plan for FY 2025-2026 Through FY 2029-2030 to Add City Project No. 26-10 – The Mark Green Sports Center Air Conditioning Units Replacement Project and Amending the FY 2025-2026 General Fund Budget by Appropriating \$175,000 to Account Number 11092610-54111 (General Fund – MGSC Air Conditioning Units Replacement Project – Contractual Services)**
- 5.4. **Adopt a Resolution Authorizing the City Manager to Execute the First Amendment to the Consulting Services Agreement with Cal-West Lighting and Signal Maintenance, Inc., in the Amount of \$200,000, for a Total Not-To-Exceed Contract Amount of \$600,000, for Traffic Signal Maintenance, On-Call Support and Emergency Repair Services**
- 5.5. **Adopt a Resolution Rejecting All Bids for the At-Grade Pedestrian Crossing at BART, City Project No. 14-14**
- 5.6. **Adopt a Resolution Authorizing the City Manager, or Their Designee, to Submit the Required Project List Authorizing Resolution, To Execute the Certifications and Assurances, and to Submit Authorized Agent Forms for the State Transit Assistance (STA) State of Good Repair (SGR) Program for Union City Transit**
- 5.7. **Adopt a Resolution Approving Union City Transit Fall 2025 Service Changes, Effective Saturday, August 9, 2025**
6. **PUBLIC HEARINGS**
 - 6.1. **Conduct a Public Hearing and Adopt a Resolution Declaring Results of an Assessment Ballot Proceeding for the Union Landing Property and Business Improvement District; and Adopt a Resolution Renewing the Union Landing Property and Business Improvement District for a Period of Five Years and Levy and Collect Assessments for Fiscal Year 2025-2026 within Such District Pursuant to the Property and Business Improvement District Law Of 1994, Part 7 of Division 18 of the California Streets And Highways Code**
7. **CITY MANAGER REPORTS**
 - 7.1. **Adopt a Resolution Authorizing the City Manager to Submit an Allocation Request to the Metropolitan Transportation Commission (MTC) from the Regional Measure 3 Dumbarton Corridor Improvements Program and Accepting Alameda County Transportation Commission's Designation of the City of Union City as Implementing Agency for Quarry Lakes Parkway, City Project No. 18-04**
8. **SUCCESSOR AGENCY TO REDEVELOPMENT AGENCY - None**
9. **AUTHORITIES AND AGENCIES - None**
10. **CITY COMMISSION / COMMITTEE REPORTS - None**
11. **ITEMS REFERRED BY COUNCIL**
12. **GOOD OF THE ORDER**
13. **CLOSED SESSION - None**
14. **ADJOURNMENT**

MEETING INFORMATION

Regular City Council meetings are held in person on the second and fourth Tuesday of each month at 7:00 p.m. in the Council Chambers, City Hall, 34009 Alvarado-Niles Road, Union City, CA 94587.

Meetings can also be observed via Zoom: <http://citycouncil-live.unioncity.org>

Meetings are broadcast live on UCTV Channel 15 and live-streamed on the City's website: <https://www.unioncity.org/199/City-Meetings-Video>.

Public Comment: Members of the public cannot provide comments via Zoom unless specifically permitted, as detailed below. Remote access is subject to technical availability. If the Zoom platform or other technology fails, the City Council will proceed with the meeting in person unless prohibited by law.

Public Records: Documents related to agenda items are available for review on the City's website (<https://www.unioncity.org>) or during business hours at the City Clerk's Office, 34009 Alvarado-Niles Road, Union City, CA 94587.

Accessibility: If you require special assistance to participate in the meeting, please contact the City Clerk's Office at (510) 675-5448 at least 72 hours before the meeting. Closed captioning is available for all regular City Council meetings.

ADDRESSING THE CITY COUNCIL

In-Person Public Comment:

Members of the public may address the Council on any agenda item or during the Public Input portion of the meeting. To speak, please fill out a speaker card with your name and city of residence. If you would like a follow-up from the City, you may also provide your mailing address. Completing a speaker card and providing your name, city, or mailing address are not required to make a public comment but are requested for record-keeping purposes.

Written Comment:

To submit written comments on an agenda item or during Public Comment, please email: publiccomment@unioncity.org. Include "public comment" in the subject line and reference the agenda item number. Written comments will be forwarded to the City Council and made publicly available.

Public Comment via Zoom:

As noted above, the public may not address the Council via Zoom unless required by AB 2449. If the City is required to provide this opportunity, the Mayor will announce it at the beginning of the meeting. If allowed, raise your virtual hand on Zoom to indicate that you would like to speak on a specific agenda item.

CITY COUNCIL NORMS AND GUIDELINES

(Resolution No. 6129-23; Adopted May 23, 2023)

The Union City Council abides by 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 direction.
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 of 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.
11. We recognize the significant importance of attendance and participation at City Council meetings in proceeding with City business. All members of the City Council should endeavor to miss no more than two regular meetings per calendar year absent extraordinary circumstances. Members of the City Council should, absent unforeseen circumstances, provide a minimum of sixty days' notice to the City Council of planned absences during the Good of the Order or Items Referred by Council portion of the City Council agenda, as appropriate.

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

This notice and agenda were posted on the City's website and the City Hall bulletin board at least 72 hours prior to the meeting date, in compliance with the Ralph M. Brown Act.

/s/Thai Nam Pham, MMC, CPMC
City Clerk/Secretary to the City of Union City Successor Agency



Agenda Item

ATTACHMENTS:

Description		Type
	Proclamation	Attachment

CITY OF UNION CITY

PROCLAMATION



Recognizing July 2025 as Park and Recreation Month

WHEREAS, parks and recreation are a vital part of communities across the country, including here in Union City; and

WHEREAS, parks and recreation build strong connections, lifelong friendships, and inclusive spaces that help create a vibrant and resilient community; and

WHEREAS, parks and recreation provide safe and welcoming places for people of all ages to stay active, enjoy nature, and participate in programs like sports, hiking, swimming, and wellness activities; and

WHEREAS, through after-school, weekend, and enrichment programs, parks and recreation help children and youth grow their leadership, academic, and social-emotional skills; and

WHEREAS, parks and recreation promote physical and mental health for children, adults, and seniors by offering healthy meals, wellness education, and support services; and

WHEREAS, parks and recreation also support local economies by increasing property values, attracting businesses, and bringing tourism to our city; and

WHEREAS, the work of parks and recreation helps protect our environment and preserve the natural beauty of Union City for future generations; and

WHEREAS, as essential community infrastructure, parks and recreation programs also support emergency response and climate resilience; and

WHEREAS, the U.S. House of Representatives has designated July as Parks and Recreation Month, encouraging all communities to recognize the contributions of these programs; and

WHEREAS, the City of Union City values the long-term benefits of parks and recreation in supporting the well-being and quality of life for all residents.

NOW, THEREFORE, I, Gary Singh, Mayor of the City of Union City, and on behalf of the entire City Council, do hereby proclaim the month of July 2025 as **Park and Recreation Month** in the City of Union City and encourage all residents to take time to enjoy and celebrate our local parks and recreational programs.

DATED: July 8, 2025

GARY SINGH, Mayor

SCOTT SAKAKIHARA, Vice Mayor

LANCE NISHIHARA, Councilmember

JAIME PATIÑO, Councilmember

JEFF WANG, Councilmember
Tuesday, July 8, 2025



Agenda Item

ATTACHMENTS:

Description		Type
	Proclamation	Attachment

CITY OF UNION CITY PROCLAMATION



Recognizing July 17, 2025, as Port Chicago Remembrance Day

WHEREAS, the Port Chicago Naval Magazine, located about 27 miles north of Union City, was where African American sailors were assigned during World War II to the dangerous work of loading ammunition onto Navy ships; and

WHEREAS, on the night of July 17, 1944, a massive explosion killed 320 people—most of them African American sailors—and injured nearly 400 others, making it the deadliest home front disaster of the war; and

WHEREAS, after the explosion, 258 surviving African American sailors raised safety concerns and refused to return to the same hazardous work, bringing national attention to racial discrimination and unsafe conditions in the military; and

WHEREAS, fifty of those sailors, later known as the Port Chicago 50, were wrongfully charged and convicted of mutiny for standing up for their rights and safety; and

WHEREAS, on July 17, 2024, after years of advocacy—including support from the City of Union City—President Joe Biden authorized the U.S. Navy to exonerate the Port Chicago 50 and all 258 sailors, acknowledging their courage and the injustice they endured; and

WHEREAS, the story of the Port Chicago sailors is a powerful reminder of the fight for civil rights, justice, and equity, and deserves to be remembered by future generations.

NOW, THEREFORE, I, Gary Singh, Mayor of the City of Union City, and on behalf of the entire City Council, do hereby proclaim July 17, 2025, as **Port Chicago Remembrance Day** in the City of Union City and encourage our residents to reflect on the legacy of the Port Chicago sailors and the lessons of this important moment in American history.

DATED: July 8, 2025

GARY SINGH, Mayor

SCOTT SAKAKIHARA, Vice Mayor

LANCE NISHIHARA, Councilmember

JAIME PATIÑO, Councilmember

JEFF WANG, Councilmember
Tuesday, July 8, 2025



Agenda Item

ATTACHMENTS:

Description		Type
	Action Minutes	Attachment



MINUTES

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

GARY SINGH, Mayor
SCOTT SAKAKIHARA, Vice Mayor (District 4)
LANCE NISHIHARA, Councilmember (District 1)
JAMIE PATIÑO, Councilmember (District 2)
JEFF WANG, Councilmember (District 3)

Tuesday, June 24, 2025 | 7:00 PM

City Hall - Tom Kitayama City Council Chambers
34009 Alvarado-Niles Road, Union City, CA 94587

1. CALL TO ORDER

1.1. Pledge of Allegiance

Mayor Singh called the meeting to order at 7:05 PM. He announced that Councilmember Wang was participating remotely via teleconference, pursuant to California Government Code Section 54953, and that his location had been properly noticed in accordance with the Brown Act.

1.2. Roll Call

Attendee Name	Present
Councilmember Nishihara	Yes
Councilmember Patiño	Yes
Councilmember Wang	Yes (Remote, arrived at 7:22 PM, left at 8:48 PM)
Vice Mayor Sakakihara	Yes
Mayor Singh	Yes

2. UNFINISHED BUSINESS

There were none.

3. PROCLAMATIONS AND PRESENTATIONS

3.1. Presentation on the 2025 Safe and Sane Fireworks Public Education and Outreach Plan

Management Analyst II Segarra provided staff presentation and responded to questions from council members.

4. ORAL COMMUNICATIONS

Mayor Singh opened Oral Communications. The following speakers spoke during Oral Communications. Since there were no speakers, Mayor Singh closed Oral Communications.

5. CONSENT CALENDAR

Motion: Approve the Consent Calendar.

RESULT: **Pass**

MOVER: Vice Mayor Sakakihara

SECONDER: Councilmember Nishihira

AYES: Councilmembers Nishihira, Patiño, Wang, Vice Mayor Sakakihara, and Mayor Singh

NOES: None

ABSENT: None

5.1. Approve the June 10, 2025 City Council Special Study Session Action Minutes

A motion was made to approve the minutes.

5.2. Approve the June 10, 2025 City Council Special Closed Session Action Minutes

A motion was made to approve the minutes.

5.3. Approve the June 10, 2025 City Council Regular Meeting Action Minutes

A motion was made to approve the minutes.

5.4. Approve the June 17, 2025 City Council Special Study Session Action Minutes

A motion was made to approve the minutes.

5.5. Adopt a Resolution Approving the Gann Appropriations Limit for Fiscal Year 2025-2026

A motion was made to adopt the resolution.

Enactment No.: Resolution No. 2025-082

5.6. Adopt a Resolution Approving an Amendment to Update the Class Specifications for the Classifications of Human Resources Manager

A motion was made to adopt the resolution.

Enactment No.: Resolution No. 2025-083

- 5.7. **Resolution Authorizing the City Manager to Cast an Assessment Ballot on Behalf of the City of Union City as an Owner of the Union City Transit Center (APN: 463-014- 002-00) Regarding the Union Landing Property and Business Improvement District Assessment and Directing the City Manager to Vote “Yes” for the Parcel**

A motion was made to adopt the resolution.

Enactment No.: Resolution No. 2025-084

- 5.8. **Waive Further Reading and Adopt an Ordinance of the City Council of the City of Union City Approving and Re-Adopting a Military Equipment Use Policy as Stated in Chapter 2.62, "Military Equipment Use Policy" of the Union City Municipal Code in Compliance With Assembly Bill 481**

A motion was made to adopt the ordinance.

Enactment No.: Ordinance No. 2025-004

- 5.9. **Waive Further Reading and Adopt an Ordinance of the City Council of the City of Union City Amending Section 2.20.040 “Commissioner Attendance Standards” and Section 2.20.100 “Ethics/AB 1234 Training Requirements” of the Union City Municipal Code Related to Commission Standards**

A motion was made to adopt the ordinance.

Enactment No.: Ordinance No. 2025-005

6. PUBLIC HEARINGS

- 6.1. **Conduct a Public Hearing, Confirm the Assessment and Order the Levy for the Landscape and Lighting Maintenance District No. 3 for Fiscal Year 2025/2026**

Public Works Director Ayupan provided staff presentation to the Council and responded to questions from council members.

Mayor Singh opened the Public Hearing at 7:34 PM. Seeing no speakers, Mayor Singh closed the Public Hearing at 7:35 PM.

Motion: adopt the attached resolution to accomplish the following:

- 1. Confirm the assessments as described in the annual Engineer’s Report.**
- 2. Levy the assessments for the fiscal year commencing July 1, 2025, and ending June 30, 2026.**
- 3. Direct City staff, with the assistance of its consultant NBS, to prepare and submit the levy of assessments to Alameda County for placement on the Fiscal Year 2025-2026 secured property tax roll.**

RESULT: Pass

MOVER: Councilmember Patiño

SECONDER: Councilmember Sakakihara

AYES: Councilmembers Nishihira, Patiño, Wang, Vice Mayor Sakakihara, and Mayor Singh

NOES: None

ABSENT: None

Enactment No.: Resolution No. 2025-085

6.2. Public Hearing on the Proposed FY 2025-2026 & FY 2026-2027 Biennial Budget and Five-Year Capital Improvement Plan for FY 2025-2026 through FY 2029-2030 and Adoption of a Resolution Approving the FY 2025-2026 & FY 2026-2027 Biennial Budget and Five-Year Capital Improvement Plan for FY 2025-2026 through FY 2029-2030

Finance Director Acosta began her staff presentation to the Council regarding Transit Funds, Transit-Related Projects, and Alvarado-Niles Road Corridor Projects.

Mayor Singh recused himself from this portion of the meeting due to an economic conflict of interest. The City has a contract with MV Transportation, Inc. to operate UC Transit, and certain funds in the Capital Improvement Plan may impact or support that contract. Because MV Transportation, Inc. leases real property from Mayor Singh, it is a source of income to him. Accordingly, he has a conflict of interest concerning the Transit Fund, Paratransit Fund, Union City Transit Short Range Transit Plan, Transit Heavy-Duty Battery EV Procurement, and the Union City Transit Fleet Electrification Project. Additionally, pursuant to Government Code Section 1091, Mayor Singh disclosed a remote interest due to the lease agreement with MV Transportation, Inc. He further stated that he has an economic conflict of interest regarding the Alvarado-Niles Road Multimodal Corridor Study, the Alvarado-Niles and Decoto Road Corridor Lighting Study, and the Alvarado-Niles Road Part-Time Transit Lanes Pilot, as his residence is located within proximity to the study area.

Mayor Singh left the Chambers.

Vice Mayor Sakakihara chaired this portion of the item. Finance Director continued with staff presentation. She, City Attorney Kokotaylo, and Public Works Director Ayupan responded to questions from the council members.

Vice Mayor Sakakihara opened the Public Hearing at 7:52 PM. Wendy Huang spoke on this portion of the item. With no further speakers, Vice Mayor Sakakihara closed the Public Hearing at 7:54 p.m.

Motion: Motion to approve the Transit Funds, Transit-Related Projects, and the Alvarado-Niles Road Corridor Projects.

RESULT: **Pass**

MOVER: Councilmember Nishihira

SECONDER: Councilmember Patiño

AYES: Councilmembers Nishihira, Patiño, Wang, and Vice Mayor Sakakihara

NOES: None

ABSENT: None

RECUSED: Mayor Singh

Mayor Singh returned to the dais to chair the rest of the meeting.

Finance Director Acosta continued with her staff presentation regarding the Citywide Biennial Budget of all funds and responded to questions from the council.

Mayor Singh opened the Public Hearing at 8:31 PM. Wendy Huang spoke on this portion of the item. With no further speakers, Mayor Singh closed the Public Hearing at 8:34 PM.

Motion: Adopt a resolution approving the FY 2025-2026 & FY 2026-2027 Biennial Budget and Five-Year Capital Improvement Plan for FY 2025-2026 through FY 2029-2030.

RESULT: **Pass**

MOVER: Councilmember Patiño

SECONDER: Councilmember Nishihira

AYES: Councilmembers Nishihira, Patiño, Wang, Vice Mayor Sakakihara, and Mayor Singh

NOES: None

ABSENT: None

Enactment No.: Resolution No. 2025-086

7. CITY MANAGER REPORTS

- 7.1. **Adopt a Resolution Authorizing the City Manager to Execute Amendment No. 3 to the Alameda County Transportation Commission Project Funding Agreement No. A22- 0053 to Accept an Additional \$3,995,000, for a Total Amount of \$8,996,191, for the Final Design of Phase (Segment) 2 for the Quarry Lakes Parkway (East West Connector) Project, City Project No. 18-04**

Management Analyst II Segarra provided staff presentation. Public Works Director Ayupan responded to questions from Council members.

Mayor Singh opened Public Comment. Andreas Kadavanich (Bike Fremont) spoke on the item. Seeing no other speakers, Mayor Singh closed Public Comment.

Motion: Adopt a resolution authorizing the City Manager to execute Amendment No. 3 to the Alameda County Transportation Commission Project Funding Agreement No. A22-0053 to accept an additional \$3,995,000, for a total amount of \$8,996,191, for the final design of Phase (Segment) 2 for the Quarry Lakes Parkway (East West Connector) Project, City Project No. 18-04.

RESULT: **Pass**

MOVER: Mayor Singh

SECONDER: Councilmember Patiño

AYES: Councilmember Patiño, Vice Mayor Sakakihara, and Mayor Singh

NOES: Councilmembers Nishihira

ABSENT: Councilmember Wang

Enactment No.: Resolution No. 2025-087

7.2. Adopt a Resolution Amending the Medical, Dental and Vision Benefits Provided to the City Council

City Attorney Kokotaylo provided staff presentation and responded to questions from the council members.

Mayor Singh opened Public Comment. Seeing no speakers, Mayor Singh closed Public Comment.

Motion: Adopt a resolution amending the medical, dental, and vision benefits provided to the City Council.

RESULT: **Pass**

MOVER: Vice Mayor Sakakihara

SECONDER: Councilmember Patiño

AYES: Councilmembers Nishihira, Patiño, Vice Mayor Sakakihara, and Mayor Singh

NOES: None

ABSENT: Councilmember Wang

Enactment Nos.: Resolution No. 2025-088

9. AUTHORITIES AND AGENCIES

There were none.

10. CITY COMMISSION / COMMITTEE REPORTS

There were none.

11. ITEMS REFERRED BY COUNCIL

Councilmember Patiño reported on the League of California Cities meeting.

Vice Mayor Sakakihara reported on the League of California Cities' Governance, Transparency, and Labor Relations Policy Committee, the Housing Authority of the County of Alameda, Ava Community Energy, the Parks and Recreation Commission, and the Association of Bay Area Governments.

Councilmember Nishihira reported that the next Legislation and Policy Committee meeting will be held on July 14. He also plans to attend upcoming meetings of the Human Relations Commission, the Chamber of Commerce, and the Alameda County Library Commission.

Mayor Singh had nothing to report.

12. GOOD OF THE ORDER

Councilmember Patiño reported that he attended the ribbon-cutting ceremony for Good Vibes Eat on Smith Street, the Filipino Bar Association of Northern California Gala, and the Youth Cinema Project's Youth Film Festival at Century Theaters with Mayor Singh. He also asked staff to follow up regarding plans referenced in Item 7.1 that had not been shared with the Council.

Councilmember Patiño also shared his recent visit to San Antonio, Texas, where he met with former San Antonio City Councilmember Dr. Adriana Rocha. He reflected on their shared work through the National League of Cities, emphasizing the nonpartisan

collaboration that occurs at both the state and national levels for the benefit of local communities. He acknowledged Dr. Rocha's service and expressed appreciation for the ideals of local government and public service.

Vice Mayor Sakakihara reported that the League of California Cities Revenue and Taxation Committee met on June 12 to discuss budget-related matters, including potential impacts of a proposed 50/50 sales tax split for online purchases. He noted concerns about legislative flexibility that could allow a 10% adjustment in either direction, and shared that analysis is underway on how this could affect cities with distribution center revenues. The Vice Mayor also reported his attendance at the Filipino Bar Association dinner in Oakland.

He also reported attending the ribbon cutting for Union City Transit's new bus shelters on June 13, calling it a significant milestone. He was unable to participate in the Youth Cinema Project event later that day, but noted it was well-attended.

Lastly, Vice Mayor Sakakihara commented on the Quarry Lakes Parkway item, stating he supported the funding agreement but requested that future agenda items related to the project include a summary of public concerns and how the City plans to address them.

Councilmember Nishihira commented on recent hate-motivated incidents across the region, emphasizing the importance of continued community unity and vigilance. He also expressed disappointment in the low customer attendance at Don Julio's catering and restaurant on 11th Street in the Station District and encouraged greater support for new local businesses, suggesting that staff could coordinate a ribbon-cutting ceremony.

Mayor Singh commended City staff for their responsiveness and service improvements over the past few months, noting a significant decrease in constituent complaints. He encouraged staff to continue proactive communication with residents. He also expressed interest in formally recognizing the youth filmmakers featured at the Youth Cinema Project's film festival and asked staff to explore the possibility of proclaiming in their honor.

Lastly, Mayor Singh reported attending the 93rd Annual Meeting of the U.S. Conference of Mayors in Tampa, Florida. He shared updates from sessions on housing shortages, public-private partnerships, environmental initiatives, tree planting, and sustainable urban planning. He noted that cities are encouraged to be more self-reliant and creative in securing resources, particularly in addressing climate change and supporting small businesses.

13. CLOSED SESSION

There were none.

14. ADJOURNMENT

Mayor Singh adjourned the meeting at 9:42 PM.

I HEREBY CERTIFY that the foregoing minutes were duly and regularly adopted at a regular meeting of the City Council of the City of Union City on July 8, 2025.

/s/Thai Nam Pham, MMC, CPMC
City Clerk



Agenda Item

DATE: 7/8/2025

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: JOAN MALLOY, CITY MANAGER

SUBJECT: ADOPT A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A CONSULTING SERVICES AGREEMENT WITH THE PUN GROUP, LLP, FOR A THREE-YEAR TERM, WITH TWO OPTIONAL ONE-YEAR EXTENSIONS, FOR A THREE-YEAR NOT-TO-EXCEED CONTRACT AMOUNT OF \$321,555, TO PROVIDE PROFESSIONAL AUDITING SERVICES BEGINNING WITH FISCAL YEAR 2024-2025

EXECUTIVE SUMMARY

Staff recommends that the City Council adopt a resolution authorizing the City Manager to execute a Consulting Services Agreement with The Pun Group, LLP, for a three-year term, with two optional one-year extensions, for a three-year not-to-exceed contract amount of \$321,555, to provide professional auditing services beginning with Fiscal Year 2024-2025.

STRATEGIC PLAN ALIGNMENT

This agenda item does not have alignment with the Strategic Plan.

BACKGROUND

In 2012, the City hired Badawi and Associates, CPAs, to provide city-wide audit services under a three-year contract plus two additional year extensions. In 2019, the City conducted a Request for Proposal (RFP) for Professional Auditing Services, and staff recommended continuing with Badawi and Associates. This contract concludes with the Fiscal Year 2023-2024 audit, which had a cost of \$97,635. As part of our ongoing commitment to implementing best practices, the City issued a Request for Proposal for professional audit services starting with Fiscal Year 2024-2025.

DISCUSSION

On May 15, 2025, the city sent out a Request for Proposal (RFP) for professional audit services, with a focus on the following:

- **Audit Quality & Independence:** The firm should have a strong track record for thorough, objective audits, and be independent from the City.
- **Industry Expertise:** The auditors should understand municipal finance and have industry-specific knowledge.
- **Technological Capabilities:** The firm should leverage AI, data analytics, and cloud platforms to streamline audits and enhance accuracy. A hybrid use of remote meetings would make some tasks more efficient.
- **Communication & Engagement:** The firm should engage, explain, and collaborate with the City. They should clearly state their intentions to have both in-person and remote meetings and build a strong professional relationship with City staff.
- **Responsiveness:** The City is unique and requires specific services to be provided by the firm.

By the June 6, 2025, submission deadline, the City had received eight proposals. Staff has worked with many of these firms and appreciates their willingness to submit a proposal to the City.

Table 1 – Proposals Received

Firm	1 st Year Price	5 Year Total
1. Vasquez & Company LLP	\$92,500	\$491,070
2. Badawi & Associates	\$99,800	\$529,856
3. Forvis Mazars LLP	\$99,500	\$530,000
4. The Pun Group	\$102,000	\$563,615
5. Eadie and Payne LLP	\$111,550	\$592,260
6. Lance, Sol & Lunghard LLP	\$135,200	\$659,240
7. Macias Gini & O'Connell LLP	\$127,990	\$679,520
8. Eide Bailly LLP	\$134,580	\$743,909

The proposals were evaluated by the Audit Services Proposal Review Committee, which included the Accounting Manager, Revenue Collections Manager and Senior Accountant.

All submittals were evaluated using the following criteria:

- Responsiveness of the proposal is clearly stating an understanding of the work to be performed
- Technical experience of the firm
- Qualifications of staff
- Size and structure of firm and other considerations
- Quality of completeness of the proposal
- Proposed hours and costs

Based on the results of the audit process, The Pun Group received the highest ranking among all proposals, offering the best overall value. Their proposed fees are \$102,000 for the first year, increasing to \$123,982 in the fifth year, which totals \$563,615 for the entire five-year contract (a three-year original contract, with two possible one-year extensions). All firms met the minimum qualifications for responsiveness, technical expertise, training, and completeness of their proposals. However, staff selected The Pun Group because they effectively met the City's requirements. Their proposal aligned with the current audit firm, and they demonstrated significant experience in auditing cities and other governmental agencies of similar size, as well as a well-structured audit implementation plan and very reasonable fees.

FISCAL IMPACT

Funding for the annual cost of professional auditing services was included in the recently-approved FY 2025-2026 & 2026-2027 Biennial Budget. If the City Council approves this three-year agreement, in the amount of \$321,555, it is also authorizing the City Manager, at his/her discretion, to extend the agreement for up to two additional one-year terms, in the amounts of \$118,078 and \$123,982, respectively, without the need to return to the City Council for further approval.

RECOMMENDATION

Staff recommends that the City Council adopt a resolution authorizing the City Manager to execute a Consulting Services Agreement with The Pun Group, LLP, for a three-year term, with two optional one-year extensions, for a three-year not-to-exceed contract amount of \$321,555, to provide professional auditing services beginning with Fiscal Year 2024-2025.

Prepared by:

Jackie Acosta, Finance Director
 Rahnni Le, Revenue Collections Manager
 Chu Thai, Accounting Manager

Submitted by:

Jackie Acosta, Finance Director

ATTACHMENTS:

Description	Type
<input type="checkbox"/> Draft Resolution	Resolution
<input type="checkbox"/> Exhibit A - CSA with Exhibits	Exhibit

RESOLUTION NO. 2025-XXX

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF UNION CITY
AUTHORIZING THE CITY MANAGER TO EXECUTE A CONSULTING
SERVICES AGREEMENT WITH THE PUN GROUP, LLP, FOR A THREE-
YEAR TERM, WITH TWO OPTIONAL ONE-YEAR EXTENSIONS, FOR A
THREE-YEAR NOT-TO-EXCEED CONTRACT AMOUNT OF \$321,555,
TO PROVIDE PROFESSIONAL AUDITING SERVICES BEGINNING
WITH FISCAL YEAR 2024-2025**

WHEREAS, the City of Union City is required to have certain financial audits conducted yearly, and as part of our ongoing commitment to implementing best practices, the City issued a Request for Proposal for professional auditing services starting with Fiscal Year 2024-2025; and

WHEREAS, on May 15, 2025, the City of Union City issued a Request for Proposal for professional auditing services for a three-year contract, with two one-year extension options; and

WHEREAS, eight proposals were received by June 6, 2025, the submission deadline; and

WHEREAS, the proposals were evaluated by the Audit Services Proposal Review Committee, which included the Accounting Manager, Revenue Collections Manager and Senior Accountant; and

WHEREAS, The Pun Group ranked highest of all proposers; and

WHEREAS, based on the results of this competitive selection process, the review committee recommends the award of a Contractual Services Agreement for professional auditing services to the top-ranked firm, The Pun Group (**Exhibit A**).

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Union City hereby authorizes the City Manager to execute a Consulting Services Agreement with The Pun Group, LLP, for a three-year term, with two optional one-year extensions, for a three-year not-to-exceed contract amount of \$321,555, to provide professional auditing services beginning with Fiscal Year 2024-2025.

BE IT FURTHER RESOLVED that the City Council of the City of Union City hereby authorizes the City Manager, in his/her sole discretion, to extend the agreement for up to two additional one-year terms, in the amounts of \$118,078 and \$123,982, respectively, without the need to return to the City Council for further approval.

PASSED, APPROVED, AND ADOPTED by the City Council of the City of Union City at a regular meeting held on the 8th day of July 2025 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

APPROVED:

GARY SINGH
Mayor

ATTESTED:

APPROVED AS TO FORM:

THAI NAM N. PHAM
City Clerk

KRISTOPHER J. KOKOTAYLO
City Attorney

Attachments:

1. Exhibit A – Contractual Services Agreement

CONSULTING SERVICES AGREEMENT BETWEEN THE CITY OF UNION CITY AND THE PUN GROUP FOR PROFESSIONAL AUDITING SERVICES

This Agreement for consulting services is made by and between the City of Union City, a municipal corporation, ("City") and The Pun Group, a limited liability partnership, with offices located at 2121 North California Boulevard, Suite 290, Walnut Creek, CA, 94596 ("Consultant"), (together referred to as the "Parties"), as of July 8, 2025 (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 (Professional Services Agreement) 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 the completion of the FY 2026-2027 audit, 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.

Section 2. COMPENSATION.

City hereby agrees to pay Consultant a sum not to exceed Three Hundred Twenty-One Thousand, Five Hundred Fifty-Five Dollars (\$321,555) notwithstanding any contrary indications that may be contained in Consultant's proposal for services to be performed and reimbursable costs incurred under this Agreement. In the event of a conflict between this Agreement and Consultant's proposal, attached as Exhibit A, regarding the amount of compensation, the Agreement shall prevail. City shall pay Consultant for services rendered pursuant to this Agreement at the time and in the manner set forth herein. The payments specified below shall be the only payments from City to Consultant for services rendered pursuant to this Agreement. Consultant shall submit all invoices to City in the manner

specified herein. Except as specifically authorized by City in writing, Consultant shall not bill City for duplicate services performed by more than one person.

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

2.1 Invoices. Consultant shall submit invoices, not more often than once a month during the term of this Agreement, based on the cost for services performed 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; and
- 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.

2.2 Payment. City shall make 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 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.

2.4 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.

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

2.6 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.

2.7 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.

2.8. 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 for 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 to the City that such insurance is in effect. 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 General Liability Premises Liability; Products and Completed Operations; Contractual Liability; Personal Injury and Advertising Liability	\$1,000,000 per occurrence; Bodily Injury and Property Damage \$2,000,000 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. Personal Automobile Liability is acceptable for individual contractors with no transportation or hauling related activities	\$1,000,000 per occurrence; Any Auto; Bodily Injury and Property Damage. Automobile coverage shall be at least as broad as Insurance Services 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.
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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 coverage shall be primary insurance as respects the City, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, or volunteers shall be excess of the Consultant's insurance and shall not contribute with it.

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/her designee, identified as Chu Thai, Accounting Manager ("Contract Administrator"). All correspondence, meeting documentation, invoices and project deliverables shall be directed to or through the Contract Administrator.

10.10 Notices. Any written notice to Consultant shall be sent to:

Frances J. Kuo, CPA CGMA
Managing Partner
2121 N. California Blvd., Suite 290
Walnut Creek, CA 94596

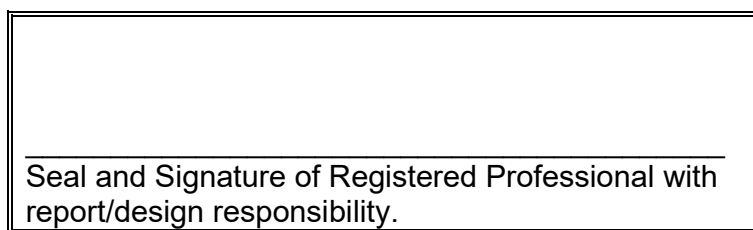
All other written notices to City shall be sent to:

Joan M. Malloy
City Manager
City of Union City
34009 Alvarado Niles Road
Union City, CA 94587

with a copy to

Kristopher J. Kokotaylo
City Attorney
City of Union City
34009 Alvarado Niles Road
Union City, CA 94587

10.11 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.



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

Exhibit A

Scope of Services/Technical Proposal

Exhibit B

Cost Proposal

10.13 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 THE FOLLOWING PAGE

The Parties have executed this Agreement as of the Effective Date.

CITY OF UNION CITY

The Pun Group

JOAN MALLOY
CITY MANAGER

Signed by:

Frances Kuo

FRANCES J. KUO
MANAGING PARTNER

ATTEST:

THAI NAM N. PHAM
CITY CLERK

APPROVED AS TO FORM:

KRISTOPHER J. KOKOTAYLO
CITY ATTORNEY

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Version 3.2.21

EXHIBIT A
SCOPE OF SERVICES/TECHNICAL PROPOSAL

CITY OF UNION CITY

Frances J. Kuo, CPA, CGMA

Managing Partner
2121 North California Boulevard, Suite 290
Walnut Creek, CA 94596
(949) 777-8805 | frances.kuo@pungroup.cpa

June 06, 2025

TECHNICAL PROPOSAL

*PROPOSAL FOR PROFESSIONAL
AUDITING SERVICES*





In Memoriam
Kenneth H. Pun, CPA, CGMA
Founder

WHY CHOOSE THE PUN GROUP LLP?

“ The Pun Group’s most valuable asset is our people, they and their deep experience drive our every interaction with clients. ”

- Big firm expertise, small firm values
- Personal attention meets technical expertise
- A unique firm culture
- Innovation embraced
- Achievable plans to move your organization forward

The Pun Group LLP is recognized for its professionalism, integrity and for providing clients with practical solutions unique to their circumstances and issues. You will receive a superior level of service and a quality audit.

Thank You!

Thank you for allowing us to submit our qualifications to provide you with Professional Auditing Services.

A handwritten signature in black ink that reads "The Pun Group, LLP". The signature is written in a cursive, flowing style.

The Pun Group LLP
Certified Public Accountants and Business Advisors

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**For the 5th consecutive year,
The Pun Group has been honored with the
"Best of Accounting" Award.**



The Pun Group ^{LLP} is proud to have won 2025's Best of Accounting® award from ClearlyRated for consistently delivering exceptional service to its clients for the fifth consecutive year.

Winners of such awards have proven to be industry leaders in service quality based entirely on ratings provided by their clients. On average, clients of 2025 Best of Accounting winners are 70% more likely to be satisfied than those who work with non-winning firms.

"I am pleased to introduce the 2025 Best of Accounting winners alongside their validated service ratings on ClearlyRated.com," said ClearlyRated's CEO, Eric Gregg. "These firms have demonstrated a remarkable commitment to delivering amazing experiences despite another year of upheaval and macroeconomic uncertainty. Hats off to these service leaders - it's truly an honor to recognize and celebrate their achievements."

The Pun Group ^{LLP} received satisfaction scores of 9 or 10 out of 10 from 94.1% of their clients, significantly higher than the industry's average of 50%.

Our firm excelled in five key areas: Responsiveness, Quality, Value, Needs Understanding, and Proactive Approach.

About ClearlyRated

Rooted in satisfaction research for professional service firms, ClearlyRated utilizes a Net Promoter® Score survey program to help professional service firms measure their service experience, build an online reputation, and differentiate on service quality.

For the 2nd consecutive year, INSIDE Public Accounting has recognized The Pun Group as one of the Top 500 Firms and one of the fastest-growing firms.

“

“Excellent customer service and staff and partners are expert in their fields.”

Lani H.

State and Local Government Client

“

“The Firm has consistently exceeded our expectations as an auditor.”

Clint O.

State and Local Government Client

“

“We started using Pun Group when the pandemic first started two years ago so had a little apprehension about doing everything remotely with a new firm. But the audit went very well and was completed on time without problem.”

Kevin W.

State and Local Government Client

“

“An excellent partner and amazing service.”

Jim T.

Private Sector Client





City of Union City

2121 North California Blvd., Suite 290
Walnut Creek, California 94596



www.pungroup.cpa



June 6, 2025

City of Union City
Chu Thai, Accounting Manager
34009 Alvarado-Niles Rd
Union City, California 94587

Re: RFP for Professional Auditing Services

Dear Chu Thai:

Please allow us to introduce our Firm and share our qualifications and proposed services plan for the City of Union City (the "City") according to your Request for Proposals for Professional Auditing Services for the five year contract to audit its financial statements, with the first year will be fiscal year ending June 30, 2025.

The Pun Group ^{LLP} (the "Firm") has the knowledge and experience necessary to become the City's next public accounting firm and the work plan to ensure a smooth process.

This letter is an acknowledgment of the Firm's understanding of the work to be performed. We are offering our commitment to deliver all of the required work, complete the audit, and issue the necessary auditor's reports within the periods outlined by the City. No subcontractors will be utilized for this engagement.

The Pun Group is the right choice for the City of Union City because:



We Understand the Demographics and Your Needs. The Pun Group is reputable for its governmental practice. We are the principal auditors for cities in California such as Ventura, Coachella, Corona, Fresno, Gilroy, Lakewood, Montebello, National City, Salinas, San Mateo, Santa Clarita, Stockton, Tracy, and several others. Accordingly, the proposed engagement team has a deep understanding of the current issues that municipalities are facing, such as varying demographics, economic environments, and the constantly changing landscape of laws and regulations.



Recognized Leader in the Governmental Industry. We are a small national Firm with licenses in the States of California, Arizona, and Nevada and a proven leader in professional services to the government sector. All key engagement team professionals are licensed to practice as Certified Public Accountants and meet the Continuing Professional Education requirements under US GAO's Government Auditing Standards to perform the proposed audits. The partners and all employees proposed to perform the requested services do not have a record of substandard audit work nor have any outstanding claim of substandard practice or unsatisfactory performance pending with the State Board of Accountancy or other professional organizations. In addition, we are members of the national AICPA Audit Quality Center.

We strongly believe that part of our success is credited to our professionals' participation in various industry-leading organizations. Such affiliations are critical to addressing emerging accounting and auditing issues within the industry environment.

City of Union City



You'll Work with a Team that Embraces Innovation and Continuous Improvement. Our Firm is committed to continuous improvement as it relates to service delivery. We embrace innovation and identify areas of technological enhancements in our audit and project management approaches. For example:

Secure Data File Transfer System. In order to improve audit efficiency, workflow management software plays an essential role between your organization and our engagement team. We employ a secure data file transfer system called Suralink. Suralink's dynamic request list is integrated with our secure file hosting system for seamless document-request coordination, including the upload of large-size files. It means all our requests are in one place, updated in real-time, and accessible by everyone working on the engagement. Not only makes the operation more cost-efficient, but it also enables you and your team to spend your time getting the job done, not reconciling a messy list of outstanding items. In addition, Suralink's dashboard allows you to visualize the process of document-request fulfillment.

AI Auditor. The Pun Group leverages the technology and research tools required to provide excellent services to its clients. With the usage of Artificial Intelligence (AI) technology, the Firm is capable of issuing all reports requested faster than other audit firms without exposing the City to unnecessary risks.

Remote and Hybrid Auditing Capability. At our firm, we have fully embraced a hybrid approach to auditing, combining the flexibility of remote work with the benefits of on-site engagement. While we are fully equipped with advanced technology to perform audits remotely when needed, our preferred method is a hybrid model — balancing remote efficiency with in-person collaboration to deliver the highest quality service to our clients. We continue to offer on-site auditing as needed to best meet client needs.



Knowledge is Shared with You. As part of our pledge to keep you updated on new technical accounting and financial issues, we implemented our 2025 *Virtual* Government Accounting Conference, which qualifies for up to 15 hours of CPE – nearly double what other firms offer. These online sessions are free of charge and part of the service package provided to you. More details and dates can be found on the "*Client Training Webinars*" topic under this proposal.

The Pun Group is proud of its inclusive values and is an avid promoter of equality and diversity. In addition, the Firm is an equal-opportunity employer and complies with all federal and state hiring requirements. We're proud of supporting affirmative-action philosophies and work hard to provide opportunities for self-enhancement to members of disadvantaged groups.

This proposal is a firm and irrevocable offer valid for ninety (90) days following the closing date for the receipt of all proposals. We also acknowledge the receipt of the Q&A dated 05/21/2025.

Finally, we would like to emphasize one additional point: **We want to earn your trust and your business!** We are confident that the energetic and experienced team we have assembled is the right one for the City.

Our commitment to serving the City of Union City cannot be adequately conveyed in a letter, and I look forward to continuing the discussion with you. I'm assigned as your primary contact for contract negotiations. I'm also authorized to legally bind the Firm. Should you have any questions or wish to discuss this proposal, please do not hesitate to contact me at (949) 777-8805 or by email at frances.kuo@pungroup.cpa.

Sincerely,

Frances J. Kuo, CPA, CGMA | Managing Partner | The Pun Group LLP
2121 North California Boulevard, Suite 290, Walnut Creek, CA 94596

City of Union City

License to Practice in California

License to Practice in California

The Firm and all key professional staff are licensed by the State of California to practice as Certified Public Accountants and meet the Continuing Professional Education requirements under US GAO's Government Auditing Standards to perform the proposed audits.

Firm Registration:

California State Board of Accountancy Number – PAR 7601
Federal Identification Number – 46-4016990

Independence

Independence

The Pun Group ^{LLP} requires all employees to adhere to strict independence standards concerning the Firm's clients. These independence standards exceed, in many instances, the rules promulgated by the American Institute of Certified Public Accountants (AICPA).

The Pun Group ^{LLP} certifies that it is independent of the City of Union City and its component units. The Firm meets independence requirements defined by the United States Government Accountability Office's (US GAO's) Government Auditing Standards and the American Institute of Certified Public Accountants (AICPA). Based on that, we have not identified an instance that constitutes a conflict of interest relative to performing the services requested by the City.

The Firm had no relationship with the City of Union City or its component units during the past five (5) years.

The Firm will give the City of Union City written notice of any professional relationships entered into during the period of the engagement.

Insurance

If selected, the Firm will obtain and maintain the minimum insurance requirements during the entire execution of the agreement with the City of Union City. Within ten days from the implementation of the contract, we will furnish the City of Union City with satisfactory evidence of the insurance requirements and proof that each carrier is required to give at least 30 days prior written notice of the cancellation of any policy during the entire period of the agreement. The City of Union City will be named as an additional named insured under the Firm's policies.

A copy of our current certificate of insurance is presented in the *Appendices* section of this proposal.

City of Union City

Firm Qualifications and Experience

Established in 2012, The Pun Group, LLP stands as a limited liability partnership comprising a team of sixty dedicated professionals who specialize in providing auditing, accounting, and advisory services. Our firm, which includes Certified Public Accountants and Business Advisors, has garnered recognition as one of the foremost accounting entities in Orange County, as acknowledged by the Orange County Business Journal. Additionally, we proudly secure a place among the CalCPA Top 150 firms.

Our distinction within the industry lies in the fusion of hands-on experience and pragmatic knowledge demonstrated by our audit professionals. This combination sets our firm apart. We possess a profound grasp of prevailing regulations and issues bolstered by our technical acumen. Furthermore, our commitment to diligence, integrity, and collaborative teamwork is evident in every engagement we undertake, thus contributing to our clients' success.

The Partners' Group is a distinguished assembly comprising notable professionals such as Frances Kuo, Coley Delaney, Andrew Roth, John Georger Jr., Jim Fritzsche, and Sophia Kuo. We specialize in providing auditing, accounting, and advisory services to numerous governmental entities across the United States. With a collective experience of over two centuries, we have established ourselves as a trusted business ally and have gained recognition as industry leaders in a rapidly expanding market. Our dedication to the field is evident through our work with nearly 100 government and not-for-profit audit clients, demonstrating our unwavering passion and unparalleled municipal experience.

Moreover, our practices adhere to professional standards embraced nationwide within the United States of America, including the rigorous criteria outlined in the *Government Auditing Standards* issued by the Comptroller General of the United States.

The Firm's headquarters are located in Orange County, California, with five branches in San Diego, Walnut Creek, Sacramento (California), Las Vegas (Nevada), and Phoenix (Arizona).

The *Walnut Creek Office*, located at 2121 North California Boulevard, Suite 290, Walnut Creek, CA 94596, will perform the requested services for the City. However, we may assign additional staff from our other offices to the engagement at no extra cost to the City. No subcontractors will be used in this engagement.

Global Capabilities

The Pun Group, LLP is an independent member of Allinial Global, an association of over 100 independent accounting and consulting firms. Based in North America, Allinial Global offers international support by connecting its member firms to providers and global networks of accounting firms worldwide.

OUR FIRM AT A GLANCE



60 full-time auditing, accounting, tax and advisory professionals



One of the fastest growing firms serving California, Nevada and Arizona



Client retention rate: 90 – 95%



6 offices across 3 states



OUR AFFILIATIONS



City of Union City

Full-Time Government Auditors

As full-time government auditors, we understand that governmental entities do not operate independently but in an increasingly complex web of local, state, and federal relationships. We know how these relationships work, what they mean at the local level, and how every public organization’s focus on resource management is critical to success.

Also, while many accounting Firms can provide services, not all can build excellent working relationships with their clients. The Pun Group _{LLP} prides itself on developing lasting, personal relationships with our clients. Our hands-on partner involvement and low personnel turnover are crucial tools to our success and are highly beneficial to the City.

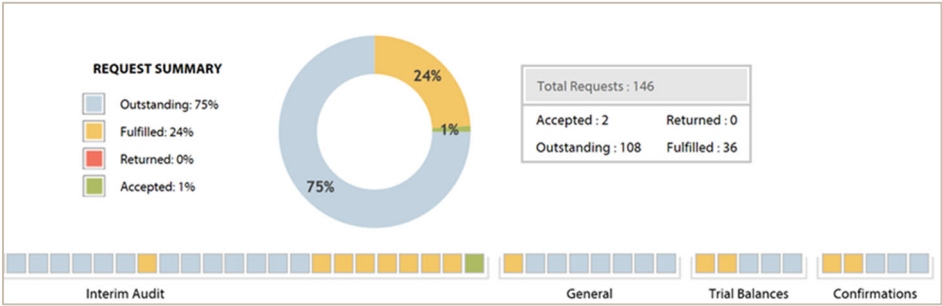
Local Office’s Information Technology (IT) Audit Capabilities

The Pun Group _{LLP} continues our efforts to invest in our IT system to enhance our security further and promote audit efficiency.

Top security for your data is the key to our success. When we have your data virtualized, our Firm takes all the preventive steps to avoid putting your information at risk. Our In-House IT administrator maintains our server to ensure our IT environment is continuously updated with the latest security fixes. Through VPN and Microsoft Remote Desktop, our In-House network administrator can lock down files and system access from a single point, limiting the ability of remote sites to take data from our server.

Access to systems from anywhere and anytime. With more mobility being the norm rather than the exception, our engagement team needs robust access to the engagement files when they are working in your office. Accounting and Auditing Software applications are installed in our “Private” server and can be securely accessed through VPN and Microsoft Remote Desktop. The Firm uses CCH ProSystem fx® Engagement for audit documentation, which allows real-time synchronization of the work papers and instant collaboration quality control review.

Secure Data File Transfer System. In order to improve audit efficiency, workflow management software plays an essential role between your organization and our engagement team. We employ a secure data file transfer system called *Suralink*. *Suralink*’s dynamic request list is integrated with our secure file-hosting system for seamless document-request coordination. It means all our requests are in one place, updated in real-time, and accessible by everyone working on the engagement. As a client, you no longer have to manually maintain a spreadsheet amongst several people, only to repeat the process in a day or two. Not only makes the operation more cost-efficient, but it also enables you and your team to spend your time getting the job done, not reconciling a messy list of outstanding items. The *Suralink* dashboard, as shown below, allows you to visualize the process of document-request fulfillment.



BIG FIRM EXPERTISE. SMALL FIRM VALUES.

Our professional backgrounds at major national firms showed us how to solve complicated business and accounting challenges, but the sense of personal connection was missing. We launched The Pun Group because we believe every client deserves to work with experienced business advisors and CPAs who have the time – and take the time – to create an authentic connection. Every client is our top priority!



A UNIQUE CULTURE.

“Personalization” is not just a buzzword – it’s part of our firm’s culture. We take a personal approach to everything we do. We collaborate with our clients, so they’re always part of the process. We listen to our staff to make sure they have the right support and resources to do a great job. Getting to know others and discovering how we can serve them better is not just a sign of good business practices; it’s a sign of good people.



INNOVATION EMBRACED.

New ideas keep you ahead of the game. From leveraging the value of emerging technologies to further refining trusted processes, we adopt proven solutions to meet your needs.



WHERE YOU GO, WE GO. WHERE YOU GROW, WE GROW.

Our success is defined by how you achieve yours. Partner with accomplished accounting and financial professionals who are laser-focused on taking your business to the next level.

City of Union City

Our Services

Our partners and seasoned professionals are always available, guiding clients through their periods of rapid growth as well as difficult times. We are able to do that by offering a portfolio of accounting services that are as diverse as the jurisdictions and entities themselves. The Pun Group LLP has successfully provided professional auditing, accounting, financial reporting, and management advisory/consulting services to a broad spectrum of governmental entities.



ASSURANCE

- Financial statements audits
- Compliance audits
- Performance audits
- Internal audits
- Service organization controls audits



ADVISORY

- Operational reviews/risk advisory services
- Forensic investigation
- Financial condition analysis
- Organizational structure review
- Cash flow analysis
- Debt restructuring consultation
- Litigation restructuring consultation



OTHER SERVICES

- Assistance with the preparation and review of the Annual Comprehensive Financial Report
- Government property lease excise tax compliance review
- Sub-recipient monitoring
- Implementation of new GASB pronouncements
- Audit readiness services
- Contract Finance Director/Accountant services

Cannabis Compliance Services

Many cities have authorized commercial cannabis to operate within their local jurisdiction. Compliance issues are common in California's newly regulated cannabis industry, which is no surprise given the complexity of the state's regulatory landscape.



The Pun Group LLP has developed a platform to guide government agencies and commercial enterprises through the new and challenging steps in this emerging market. We have partnered with *Simplifya*, which has developed a cloud-based government agency/licensee compliance solution. *Simplifya*, headquartered in Denver, Colorado, and at the forefront since legalization in Colorado, has been an industry leader in commercial cannabis compliance since 2016. This new software allows government agencies to monitor their licensees at every stage of the approval process, from initial licensing to renewal and continuing disclosure requirements. Your communities demand that these new cannabis businesses operate based on the ordinances that you have passed. We can help ensure businesses are working in compliance, and when they are not, your team receives an immediate notification.

The Pun Group LLP has proven itself as a leader in the assurance and advisory field in the government arena. With the addition of *Simplifya* to our service offering, we have strengthened our position as a leading firm to help with your compliance needs and in unconventional areas as they emerge.

Joint Venture or Consortium

This project will not be accomplished by a Joint Venture or consortium. No subcontractors will be hired and/or utilized to provide the requested services to the City.

City of Union City

Peer Review

Being a member of the American Institute of Certified Public Accountants (AICPA), The Pun Group LLP is required to obtain an independent peer review of our audit and accounting practice every three (3) years. The peer reviewer assessed the Firm's quality-control policies, reviewed administrative records, interviewed professional personnel, and inspected the Firm's working papers and reports from a representative sample of accounting and auditing engagements, including governmental audits. The reviewer concluded that the Firm fully complied with the AICPA's stringent standards for quality control and issued a peer review rating of "Pass."

A copy of our most recent peer review is presented below.



Report on the Firm's System of Quality Control

To the Partners of
THE PUN GROUP, LLP
 and the Peer Review Committee of the California Society of CPAs

We have reviewed the system of quality control for the accounting and auditing practice of The Pun Group, LLP (the firm) in effect for the year ended December 31, 2023. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants (Standards).

A summary of the nature, objectives, scope, limitations of, and the procedures performed in a system review as described in the Standards may be found at www.aicpa.org/prsummary. The summary also includes an explanation of how engagements identified as not performed or reported on in conformity with applicable professional standards, if any, are evaluated by a peer reviewer to determine a peer review rating.

Firm's Responsibility

The firm is responsible for designing and complying with a system of quality control to provide the firm with reasonable assurance of performing and reporting in conformity with the requirements of applicable professional standards in all material respects. The firm is also responsible for evaluating actions to promptly remediate engagements deemed as not performed or reported on in conformity with the requirements of applicable professional standards, when appropriate, and for remediating weaknesses in its system of quality control, if any.

Peer Reviewer's Responsibility

Our responsibility is to express an opinion on the design of and compliance with the firm's system of quality control based on our review.

Required Selections and Considerations

Engagements selected for review included engagements performed under *Government Auditing Standards*, including compliance audits under the Single Audit Act and audits of employee benefit plans.

As part of our peer review, we considered reviews by regulatory entities as communicated by the firm, if applicable, in determining the nature and extent of our procedures.

CPAs - Advisors

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 909.948.9990 / 800.644.0696 / FAX 909.948.9633
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www.gylcpa.com

CPAmerica
 Member Crowe Global

City of Union City

Peer Review Report
Page 2 of 2

In our opinion, the system of quality control for the accounting and auditing practice of The Pun Group, LLP in effect for the year ended December 31, 2023, has been suitably designed and complied with to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of *pass*, *pass with deficiency(ies)* or *fail*. The Pun Group, LLP has received a peer review rating of *pass*.

GYL LLP

Ontario, California
December 30, 2024



Federal or State Desk Review

No federal or state desk reviews or field reviews have been undertaken of any audits performed by the Firm or any of its partners, managers, or professionals during the past three (3) years.

Disciplinary Action

State regulatory bodies or professional organizations have taken no disciplinary action against the Firm or any of its partners, managers, or professionals during the past three (3) years.

The Firm has no conditions such as bankruptcy, pending litigations, planned office closures, mergers, or any organizational conflict of interest that may affect the ability of the Firm to perform the required duties requested by the City of Union City.

City of Union City

Partner, Supervisory, and Staff Qualifications and Experience

Who We Are

The engagement team was carefully selected to provide the City with all the services needed to successfully complete the audit. Your assigned Engagement and Technical Partners will be personally involved in the project, leading a team that has significant experience in *governmental auditing*. You can be confident that our broad experience and technical capabilities will allow us to provide technical support, interpret findings, and offer practical solutions to any issues that may arise.

About Your Engagement Team

The personnel assigned to this engagement are fully qualified to perform an effective audit of the City, and their extensive experience will be critical to the audit process. Our professionals are familiar with the complexities of governmental accounting, auditing, and financial reporting, including but not limited to all GASB pronouncements, the Single Audit Act, Uniform Guidance (formerly known as OMB Circular A-133), and fund operations. They have held positions as professional certified public accountants, as well as significant roles within and outside of government agencies. Such qualities will bring to an entity like the City of Union City the thought leadership, quality, and level of experience it requires.

As full-time government auditors, we understand that governmental entities do not operate independently but in an increasingly complex web of local, state, and federal relationships. We know how these relationships work, what they mean at the local level, and how every public organization's focus on resource management is critical to success.

Also, while many accounting Firms can provide services, not all can build excellent working relationships with their clients. The Pun Group LLP prides itself on developing lasting, personal relationships with our clients. Our hands-on partner involvement and low personnel turnover are crucial tools to our success and are highly beneficial to the City.

Because of the "familiarity threat" under the professional audit and independence standards that may exist in long-term relationships with audit firms, the Firm is committed and has sufficient resources to rotate engagement partners, managers, and or supervisors assigned to the City's audit with personnel with similar or higher qualifications and experience in order to overcome this threat.

If the Firm changes key personnel, we will provide the City with a written notification. **Engagement partners, managers, and specialists will only be changed with the express prior written permission from the City.** Audit personnel may be replaced only by those with similar or better qualifications and experience.



Frances J. Kuo, CPA, CGMA | Engagement/Lead Partner

Frances Kuo is the Managing Partner at the Firm. She has extensive experience in providing audit and advisory services to local government agencies, including public pension plans, cities, counties, special districts, community colleges, and joint powers authorities, as well as not-for-profit organizations. Ms. Kuo brings a wealth of experience from her background in audits and advisory services in areas such as internal controls, policy development, and accounting system implementation. She is a Certified Public Accountant and a Chartered Global Management Accountant.

In her capacity as the Engagement/Lead Partner, Ms. Kuo will be overseeing the Engagement Team, developing the audit plan, reviewing fieldwork for quality, approving final reports, and communicating with the designated City team.

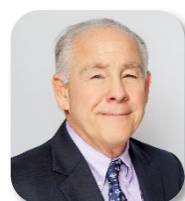
City of Union City



Coley Delaney, CPA | Technical/Concurring Partner

Coley Delaney serves as a Partner in The Pun Group, LLP's Assurance division, leveraging his extensive fifteen years of accounting and auditing expertise. Over the course of his career, he has undertaken audits and various attestation services for numerous governmental entities across California. These encompass cities, counties, transportation agencies, public financing authorities, housing authorities, redevelopment agencies, and special districts. He holds the distinction of being a Certified Public Accountant.

In his role, Mr. Delaney will assume the position of Technical/Concurring Partner. This entails conducting a secondary review of crucial high-risk areas, audit reports, and the resolution of significant accounting, auditing, and reporting concerns.



John ("Jack") F. Georger, CPA, CIA, CGMA | GASB Implementation Specialist

Throughout his forty years of experience, Mr. Georger has spent many years in the "Big 4" and national firms. He worked diligently alongside numerous governmental municipalities, including cities, counties, and transportation agencies, as well as not-for-profit entities, providing clients with financial and compliance auditing as well as consultation services. Mr. Georger annually instructs over 300 hours in accounting and auditing subjects and has authored training material in governmental accounting and auditing for the AICPA. Mr. Georger is also the technical reviewer of the CCH Knowledge-Based Audits™ of State and Local Governments with Single Audits, GAAP Guide (FASB), and Governmental GAAP Guide (GASB), the gold standard for audit firms throughout the United States. He is a Certified Public Accountant, a Certified Internal Auditor, and a Chartered Global Management Accountant.

Mr. Georger is responsible for reviewing all reports issued by the Firm to ensure the utmost quality and compliance with professional standards and the final quality-control assessment within the engagement.



Ross Gotthoffer, CPA | Quality Control Reviewer

With over two decades of experience, Mr. Gotthoffer has worked extensively with local firms in Florida and California, collaborating with various governmental bodies, including cities, special districts, charter schools, and nonprofits. He has provided financial and compliance audits, along with valuable consulting services. Additionally, Mr. Gotthoffer is the technical reviewer for industry-standard resources like the CCH Knowledge-Based Audits™ of State and Local Governments, GAAP Guide (FASB), and Governmental GAAP Guide (GASB).

As our firm's Quality Officer, Mr. Gotthoffer guides clients on complex accounting issues and supports the engagement team in audit-related challenges. He meticulously reviews all reports to ensure the highest quality and professional standards. He is a Certified Public Accountant in Florida and is pursuing registration in California.



Mark Hu, CPA | Engagement Manager

Mark is an Assurance Services Manager within the Firm. He will work with the engagement team and the finance personnel during the auditing process. He is a Certified Public Accountant.

Mr. Hu will secure the effective implementation of the services approach while assisting in the timely delivery of the requested services.

Seniors and Professional Staff

Every member of the assurance team possesses the qualifications necessary to conduct financial and compliance audits. This guarantees a consistent level of staff quality throughout the entire engagement period. In our commitment to both staff growth and the continuity of engagements, we actively promote senior and staff accountants to assume greater responsibilities in their ongoing engagements as part of their professional advancement.

City of Union City

Continuing Education and Professional Development

Because of our commitment to providing the highest quality of services to the City, we provide our professionals with technical training to ensure our people stay current on topics within the industry sectors and better equip themselves to serve our clients.

All professionals are required to obtain continuing education that exceeds the requirements of the American Institute of Certified Public Accountants (AICPA) and, where applicable, *Government Auditing Standards*. Our professionals participate in continuing education programs through the following means:

- Governmental Accounting and Auditing Conference sponsored by AICPA.
- Webinar sponsored by AICPA Government Audit Quality Center.
- Annual Conference sponsored by California Society Municipal Finance Officers.
- Governmental Accounting and Auditing Conference sponsored by CalCPA.
- The Pun Group in-house training on government-specific topics, including but not limited to GASB updates, Government Auditing Standards Revision, Fraud in State and Local Governments, COSO Internal Control-Integrated Framework, Audit of State and Local Governments, Single Audit, and Mindbridge AI Auditors™.



In 2024, our government professionals received an average of 52 hours of continuing professional education, compared with the 40 hours of accounting industry requirement.

By expanding our knowledge through these seminars/conferences, we can provide the right solutions to our clients.

Staff Continuity

The Pun Group ^{LLP} is committed to maintaining staff continuity throughout audit engagements, and we can assure you that the partners assigned to this audit will be involved throughout the entire contract term.

While we cannot guarantee that our staff-level members will stay with the Firm, we encourage loyalty by paying competitive wages, offering opportunities for promotion, using state-of-the-art equipment, and providing excellent working conditions. Also, we offer benefits, including retirement plans, medical plans, profit-sharing programs, and continuing education.

Quality-Control System

Our Firm meticulously monitors the quality and contents of our reports. The Pun Group ^{LLP} is 100% committed to providing only the highest grade of work possible for our clients and for those who rely on our audits. The Firm strives to exceed professional industry standards because of the continuing respect for our clients and our emphasis on creating long-lasting relationships. The Pun Group ^{LLP} works exclusively with those who share the same moral integrity and values. Our quality-control system has been crafted with excellence in mind. It not only meets AICPA standards but also matches our own elevated standards, which include following various professional development activities.

Engagement Team Resumes

The City of Union City deserves experienced professionals who work as a team. The Pun Group ^{LLP} will provide qualified professionals to perform the audit. No subcontractors and/or consultants will be utilized to perform the requested services. Resumes for key engagement team members are presented as follows:

City of Union City



Frances J. Kuo
CPA, CGMA

Engagement/
Lead Partner



EMAIL

frances.kuo@pungroup.cpa



WEBSITE

www.pungroup.cpa

Expertise:



CITIES



COUNTIES



TRANSPORTATION
AGENCIES



ENTERPRISE
OPERATIONS



HIGHER
EDUCATION



NOT-FOR-PROFIT

Licensed to Practice in:
California
Arizona

EXPERIENCE

Frances Kuo serves as the Managing Partner at The Pun Group, LLP, bringing over seventeen years of experience in accounting and auditing. Her expertise spans engagements with governmental agencies, not-for-profit entities, and employee benefit plans. Frances excels in conducting financial audits compliant with GAO Yellow Book standards and compliance audits aligned with the Uniform Guidance framework, formerly known as OMB Circular A-133 standards.

In her role, Frances has led audits and provided attestation services to various municipalities across California. Her clientele includes cities, counties, successor agencies of former redevelopment agencies, housing authorities, public financing authorities, special districts, and transportation agencies. Frances's contributions have been pivotal in assisting clients in producing Annual Comprehensive Financial Reports in accordance with GASB Statement No. 34.

Within the firm, Frances takes on the role of an in-house instructor, dedicatedly providing theoretical and on-the-job training to junior staff members. She has played a key role in developing comprehensive training materials covering topics such as the risk-based audit approach, GASB Statement No. 34 reporting, Single Audits, and employee benefit plan audits.

Frances also provides peer review services to other CPA firms under the practice monitoring Program of the AICPA.

EDUCATION

University of California, Riverside

B.S. Degree – Business Administration, Emphasis in Accounting

University of California, Riverside

B.A. Degree – Economics

LEADERSHIP & AFFILIATIONS

- Member, American Institute of Certified Public Accountants (AICPA)
- Member, California Society of Certified Public Accountants (CalCPA)
- Member, California Society of Municipal Finance Officers (CSMFO)
- Member, Government Finance Officers Association (GFOA)

RELEVANT EXPERIENCE

- City of Coachella
- City of Culver City
- City of Monterey
- City of Palm Springs
- City of Seal Beach
- City of Corona
- City of Desert Hot Springs
- City of Paramount
- City of Santa Clarita
- City of Vernon

CONTINUING PROFESSIONAL EDUCATION

Various courses are offered by the Firm online through Thompson Reuters, AICPA, and CalCPA Education Foundation, including:

- Governmental and Nonprofit Annual Update
- Government Auditing Standards
- GASB Basic Financial Statements for State and Local Governments
- Single Audits: Uniform Guidance (formerly OMB Circular A-133)
- Financial Accounting Standards Board Annual Updates
- Statement on Standards for Accounting and Review Services Updates

Has met/exceeded the current CPE educational requirements to perform audits of governmental agencies.

City of Union City



Coley Delaney
CPA

Technical/
Concurrent Partner



EMAIL

coley.delaney@pungroup.cpa



WEBSITE

www.pungroup.cpa

Expertise:



CITIES



COUNTIES



TRANSPORTATION
AGENCIES



SPECIAL
DISTRICTS



HIGHER
EDUCATION



NOT-FOR-PROFIT

Licensed to Practice in:
California

EXPERIENCE

Coley Delaney holds the position of Partner within The Pun Group, LLP's Assurance division. With an extensive background spanning fifteen years in accounting and auditing, Coley's professional experience encompasses collaborations with governmental agencies, not-for-profit entities, and private for-profit entities. His specialization lies in conducting financial audits adhering to GAO Yellow Book standards, as well as compliance audits in alignment with Uniform Guidance (previously known as OMB Circular A-133).

Throughout his career, Mr. Delaney has successfully executed audits and various attestation services for multiple governmental agencies across California. This includes engagement with cities, counties, redevelopment agencies, public financing authorities, housing authorities, transportation agencies, and special districts. His contributions have facilitated the accurate preparation of Comprehensive Annual Financial Reports in accordance with GASB Statement No. 34.

Beyond his client-facing responsibilities, Mr. Delaney is actively involved in internal capacity building. He is involved in developing training materials and sharing his expertise with fellow professionals within the firm. Additionally, Coley is a sought-after speaker for in-house seminars that delve into subjects related to government auditing standards and Single Audits.

EDUCATION

University of California, Santa Barbara

B.A. Degree – Business Economics, Emphasis in Accounting

LEADERSHIP & AFFILIATIONS

- Member, American Institute of Certified Public Accountants (AICPA)
- Member, California Society of Certified Public Accountants (CalCPA)

RELEVANT EXPERIENCE

- City of National City
- City of Encinitas
- City of Shafter
- City of Fairfield
- City of Industry
- City of San Bernardino
- City of Escondido
- City of Stockton
- City of Hermosa Beach
- San Diego Metropolitan Transit System

CONTINUING PROFESSIONAL EDUCATION

Various courses are offered by the Firm online through Thompson Reuters, AICPA, and CalCPA Education Foundation, including:

- Governmental and Nonprofit Annual Update
- Government Auditing Standards
- GASB Basic Financial Statements for State and Local Governments
- Single Audits: Uniform Guidance (formerly OMB Circular A-133)
- Financial Accounting Standards Board Annual Updates
- Statement on Standards for Accounting and Review Services Updates

Has met/exceeded the current CPE educational requirements to perform audits of governmental agencies.

City of Union City



John F. Georger, Jr.

CPA, CIA, CGMA

**GASB
Implementation
Specialist**



EMAIL

jack.georger@pungroup.cpa



WEBSITE

www.pungroup.cpa

Expertise:



CITIES



COUNTIES



TRANSPORTATION
AGENCIES



ENTERPRISE
OPERATIONS



HIGHER
EDUCATION



NOT-FOR-PROFIT

Licensed to Practice in:
California
Arizona
Nevada

EXPERIENCE

Jack Georger is the Chief GASB Implementation Specialist within The Pun Group LLP's Assurance division. By leveraging more than forty years of public accounting and auditing experience in the government, agribusiness, financial services, manufacturing, and nonprofit sectors, Mr. Georger brings in-depth knowledge and practical expertise to each engagement.

Jack coordinates, plans, and manages financial audit activities, consulting activities, federal and state compliance audit activities, performance audits, and numerous quality control and internal control reviews for a broad mix of governmental agencies and programs throughout the United States.

Mr. Georger leads our Peer Review department providing peer review services to other firms under the practice monitoring program of the AICPA.

Mr. Georger is a continuing professional education course instructor for the AICPA. Annually, he instructs over 300 hours in accounting and auditing subjects. Jack has authored training material in governmental accounting and auditing for the AICPA. He is the technical reviewer of the CCH Knowledge-Based Audits™ of State and Local Governments with Single Audits, GAAP Guide (FASB), and Governmental GAAP Guide (GASB).

Mr. Georger is licensed to practice as a certified public accountant in the states of California, New York, Virginia, Maryland, the District of Columbia, Missouri (inactive), Connecticut (inactive), and Wyoming (inactive). He is a Certified Internal Auditor (CIA).

EDUCATION

George Mason University Fairfax, Virginia

B.S. Degree – Accounting

LEADERSHIP & AFFILIATIONS

- Member and Instructor, American Institute of Certified Public Accountants (AICPA)
- Member, Institute of Internal Auditors
- Member, California Society of Certified Public Accountants (CalCPA)
- Member, New York Society of Certified Public Accountants (NYSSCPA)
- Chairman, NYSSCPA Government Accounting and Auditing Committee
- Member, NYSSCPA Auditing Standards Committee
- Member, NYSSCPA Sustainability Committee
- Member, NYSSCPA Not-for-Profit Committee
- Nevada Society of Certified Public Accountants (NSCPA)
- Member, Government Finance Officers Association (GFOA) – Reviewer
- Member, Institute of Internal Auditors

CONTINUING PROFESSIONAL EDUCATION

He has instructed over 300 hours of municipal accounting courses offered by the AICPA.

Has met/exceeded the current CPE educational requirements to perform audits of governmental agencies.

City of Union City



Ross Gotthoffer

CPA

Quality Control
Reviewer



EMAIL

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WEBSITE

www.pungroup.cpa

Expertise:



CITIES



COUNTIES



TRANSPORTATION
AGENCIES



ENTERPRISE
OPERATIONS



HIGHER
EDUCATION



NOT-FOR-PROFIT

Licensed to Practice in:
Florida

EXPERIENCE

Ross Gotthoffer, a Director in The Pun Group LLP's Assurance division, boasts over two decades of public accounting and auditing experience across diverse sectors such as government, agribusiness, financial services, manufacturing, and nonprofits. His wealth of knowledge and practical expertise enhances every engagement.

As a seasoned Quality Control Reviewer at the CPA firm, Mr. Gotthoffer ensures the highest standards of accuracy and compliance. His meticulous approach encompasses the evaluation of financial statements, auditing processes, and regulatory adherence. With a proven track record, he actively contributes to enhancing overall quality control protocols, providing valuable insights, and fostering a culture of excellence within the organization.

Mr. Gotthoffer's responsibilities include conducting comprehensive quality reviews of all reports, ensuring that audits align with both firm and professional standards. He serves as a key resource for technical and operational issues, bringing a depth of expertise to the role. Additionally, Mr. Gotthoffer holds the position of technical reviewer for significant publications like CCH Knowledge-Based Audits™ of State and Local Governments with Single Audits, GAAP Guide (FASB), and Governmental GAAP Guide (GASB). He is a licensed certified public accountant in the state of Florida.

EDUCATION

University of South Florida, Tampa, Florida

Master of Accountancy

LEADERSHIP & AFFILIATIONS

- Member, American Institute of Certified Public Accountants (AICPA)
- Member, Florida Institute of Certified Public Accountants (AICPA)
- Member, Government Finance Officers Association (GFOA) – Reviewer

CONTINUING PROFESSIONAL EDUCATION

Has met/exceeded the current CPE educational requirements to perform audits of governmental agencies.

City of Union City



Mark Hu

CPA

Engagement
Manager



EMAIL

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WEBSITE

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Expertise:



CITIES



TRANSPORTATION
AGENCIES



ENTERPRISE
OPERATIONS



NOT-FOR-PROFIT

Licensed to Practice in:
California

EXPERIENCE

Mark Hu, CPA, is an Assurance Services Manager at The Pun Group ^{LLP} with more than eight years of experience in providing accounting and audit services, internal control and risk evaluation, and business consulting to privately held and public companies. Mr. Hu has worked with clients in a variety of industries, including large not-for-profit entities, insurance carriers, manufacturing and distribution, and government entities.

Mark has been responsible for managing, planning, and performing financial and regulatory external and internal audits and for developing and conducting internal control procedures and risk assessment evaluations. He has evaluated key processes within companies to determine areas of operation and efficiencies for potential internal control weaknesses, developed findings into recommended courses of action, and reported comments and recommendations for resolution.

Mr. Hu has provided accounting support services to local not-for-profits and governments, including financial statement analysis and preparation.

EDUCATION

Hofstra University, New York

M.S. Degree – Accounting

LEADERSHIP & AFFILIATIONS

- Member, California Society of Certified Public Accountants (CalCPA)

RELEVANT EXPERIENCE

- City of Stockton
- City of South Gate
- Alameda County Water District
- City of Lodi
- City of Port Hueneme
- City of Menlo Park
- City of Gilroy
- West Valley Water District
- Zone 7 Water Agency
- City of Pacific Grove
- City of San Mateo
- City of Monterey Park

CONTINUING PROFESSIONAL EDUCATION

Various courses are offered by the Firm online through Thompson Reuters, AICPA, and CalCPA Education Foundation, including:

- Governmental and Nonprofit Annual Update
- Government Auditing Standards
- GASB Basic Financial Statements for State and Local Governments
- Single Audits: Uniform Guidance (formerly OMB Circular A-133)
- Financial Accounting Standards Board Annual Updates
- Statement on Standards for Accounting and Review Services Updates

Has met/exceeded the current CPE educational requirements to perform audits of governmental agencies.

City of Union City

Similar Engagements with Other Government Entities

References

The following are examples of some of the engagements with similar requirements as the City of Union City's proposal. Please feel free to contact these agencies to learn more about their experiences working with us.

Name of Public Agency	San Diego Metropolitan Transit System
Contact Info	Ms. Erin Dunn, Controller erin.dunn@sdmmts.com (619) 557-4536
Address	1255 Imperial Avenue, Suite 1000 San Diego, CA 92101
Total Hours	Approximately 1,850 hours
Contract Price	\$225,000/year
Date of Services	2015 – Present
Scope of Work/ Reports Prepared	Financial Audit and Compliance Services: Annual Comprehensive Financial Report Audit, GFOA Award, San Diego Transit Corporation Employee's Retirement Plan, AUP/National Transit Database (NTD): MTS, San Diego Transit Corp., San Diego Trolley, Inc., AUP/Transportation Development Act (TDA): MTS, San Diego Transit Corp., San Diego Trolley, Inc., AUP/Indirect Costs, and Public Transportation Modernization Improvement Service Enhancement Account (PTMISEA).

Name of Public Agency	City of Cupertino
Contact Info	Ms. Kristina Alfaro, Director of Administrative Services KristinaA@cupertino.org (408) 777-3356
Address	10300 Torre Ave, Cupertino, CA 95014
Total Hours	1120 hours
Contract Price	\$148,000/year
Date of Services	2023 – Present
Scope of Work/ Reports Prepared	Financial Audit and Compliance Services: Annual Comprehensive Financial Report, GFOA Award, Single Audit, GANN Limit, TDA Investment Policy.

Name of Public Agency	City of Tracy
Contact Info	Ms. Sara Cowell, Director of Finance sara.cowell@cityoftracy.org (209) 831-6862
Address	333 Civic Center Plaza, Tracy, CA 95376
Total Hours	960 hours
Contract Price	\$96,500/year
Date of Services	2021 – Present
Scope of Work/ Reports Prepared	Financial Audit and Compliance Services: Annual Comprehensive Financial Report, GFOA Award, Single Audit, GANN Limit, National Transit Database (NTD), State Controller's Reports (City, PFA, Operating Partnership JPA, City's Transit Operator's General Services, and Specialized Services)

Name of Public Agency	City of Desert Hot Springs
Contact Info	Mr. Geoffrey Buchheim, Finance Director gbuchheim@cityofdhs.org (760) 329-6411
Address	11999 Palm Drive, Desert Hot Springs, CA 92240
Total Hours	700 hours
Contract Price	\$75,000/year
Date of Services	2013 – Present
Scope of Work/ Reports Prepared	Financial Audit and Compliance Services: Annual Comprehensive Financial Report Audit, GFOA Award, Single Audit, GANN Limit, Desert Hot Springs Successor Agency, Desert Hot Springs Financing Authority, Desert Hot Springs Health and Wellness Foundation, New Market Tax Credit Audit (Desert Hot Springs Health and Wellness Foundation), Annual State Controller's Reports, AUP/Transient Occupancy Tax, Utility User Tax, DHS Housing Audits.

Name of Public Agency	City of National City
Contact Info	Mr. Phillip Davis, Financial Analyst pdavis@nationalcityca.gov (619) 336-4246
Address	1243 National City Blvd., National City, CA 91950
Total Hours	600 hours
Contract Price	\$70,000/year
Date of Services	2013 – Present
Scope of Work/ Reports Prepared	Financial Audit and Compliance Services: Annual Comprehensive Audit, GFOA Award, Single Audit, GANN Limit, HUD Single Audit/Morgan Towers, Financial and Compliance Reports – Kimball Towers, Annual State Controller's Report.

City of Union City

List of Current Municipal Clients

The Pun Group LLP has performed numerous audits of organizations subject to financial and compliance audits. These audits were performed under auditing standards generally accepted in the United States, Government Auditing Standards, Uniform Guidance (formerly known as OMB Circular A-133), and its Compliance Supplement (when applicable), Office of the State Controller's Minimum Audit Requirements and Reporting Guidelines.

A representative list of our current clients is as follows:

Municipalities	Dates	Financial Audit	Single Audit	GFOA Certificate	Total Hours
City of Adelanto	2021 – Present	Yes	Yes	Yes	700
City of Anderson	2023 – Present	Yes	Yes	N/A	530
City of Arvin	2013 – Present	Yes	Yes	N/A	400
City of Baldwin Park	2022 – Present	Yes	Yes	Yes	700
City of Bell	2018 – Present	Yes	Yes	Yes	520
City of Bradbury	2012 – Present	Yes	N/A	N/A	150
City of Calexico	2007 – Present	Yes	Yes	N/A	750
City of Clovis	2006 – Present	Yes	Yes	Yes	500
City of Coachella	2017 – Present	Yes	Yes	Yes	410
City of Commerce	2023 – Present	Yes	Yes	Yes	570
City of Cottonwood, AZ	2007 – Present	Yes	Yes	Yes	400
City of Corona	2021 – Present	Yes	Yes	Yes	640
City of Cudahy	2023 – Present	Yes	Yes	Yes	500
City of Cupertino	2023 – Present	Yes	Yes	Yes	1120
Town of Corte Madera	2022 – Present	Yes	Yes	N/A	400
Town of Danville	1999 – Present	Yes	Yes	Yes	400
City of Douglas, AZ	2020 – Present	Yes	Yes	Yes	300
City of Desert Hot Springs	2013 – Present	Yes	N/A	N/A	700
City of Encinitas	2024 – Present	Yes	Yes	Yes	600
City of Fairfield	2025 – Present	Yes	Yes	Yes	928
City of Fresno	2022 – Present	Yes	Yes	Yes	1,450
City of Gilroy	2020 – Present	Yes	Yes	Yes	640
City of Hercules	2020 – Present	Yes	Yes	Yes	450
City of Indio	2024– Present	Yes	Yes	Yes	708
City of Lake Elsinore	2023 – Present	Yes	Yes	Yes	460
City of Lakewood	2013 – Present	Yes	Yes	Yes	380
City of Madera	2019 – Present	Yes	Yes	Yes	470
City of Menlo Park	2023 – Present	Yes	Yes	Yes	550

City of Union City

Municipalities	Dates	Financial Audit	Single Audit	GFOA Certificate	Total Hours
City of Montebello	2022 – Present	Yes	Yes	Yes	600
County of Monterey	2023 – Present	Part of the audit & consulting services pool			TBD
City of Monterey Park	2023 – Present	Yes	Yes	Yes	612
City of National City	2013 – Present	Yes	Yes	Yes	600
City of Newport Beach	2024 – Present	Part of the internal audit consulting services			TBD
City of Pacific Grove	2023 – Present	Yes	Yes	Yes	490
City of Paramount	2023 – Present	Yes	Yes	Yes	460
City of Patterson	2017 – Present	Yes	Yes	Yes	450
City of Placerville	2008 – Present	Yes	Yes	N/A	400
City of Pleasanton	2024 – Present	Yes	Yes	Yes	700
City of Pinole	2023 – Present	Yes	Yes	Yes	400
City of Redlands	2022 – Present	Yes	Yes	Yes	650
City of Redwood City	2025 – Present	Yes	Yes	Yes	1,340
City of Ridgecrest	2009 – Present	Yes	Yes	Yes	300
City of Rohnert Park	2020 – Present	Yes	Yes	Yes	700
City of Salinas	2022 – Present	Yes	Yes	Yes	800
City of San Mateo	2021 – Present	Yes	Yes	Yes	900
City of Santa Clarita	2022 – Present	Yes	Yes	Yes	1,200
City of Santa Cruz	2023 – Present	Yes	Yes	Yes	800
City of Seal Beach	2017 – Present	Yes	Yes	Yes	410
City of Stockton	2012 – Present	Yes	Yes	N/A	3,000
City of Tracy	2021 – Present	Yes	Yes	Yes	960
Town of Tiburon	2022 – Present	Yes	Yes	Yes	452
City of Vernon	2023 – Present	Yes	Yes	Yes	1000
City of Ventura	2024 – Present	Yes	Yes	Yes	960
City of Visalia	2021 – Present	Yes	Yes	Yes	650
Imperial County Transportation Commission	2020 – Present	Yes	Yes	Yes	600
San Diego Metropolitan Transit System	2005 – Present	Yes	Yes	Yes	1,850
Carmel Area Wastewater District	2022 – Present	Yes	Yes	N/A	150
CAWD/PBSCD Wastewater Reclamation Project	2022 – Present	Yes	N/A	N/A	150
Central Basin Water District	2018 – Present	Yes	Yes	N/A	400
Emerald Bay Service District	2024 – Present	Yes	Yes	N/A	225

City of Union City

Municipalities	Dates	Financial Audit	Single Audit	GFOA Certificate	Total Hours
Helix Water District	2024 – Present	Yes	Yes	Yes	320
Los Angeles County Law Library	2020 – Present	Yes	N/A	N/A	180
NALEO Educational Fund and NALEO	2020 – Present	Yes	N/A	N/A	300
Olivenhain Municipal Water District	2019 – Present	Yes	Yes	Yes	200
Padre Dam Municipal Water District	2020 – Present	Yes	Yes	Yes	250
San Bernardino County Preschool Services Department	2020 – Present	Yes	Yes	N/A	150
San Bernardino County Fire Protection District	2016 – Present	Yes	N/A	N/A	200
Santa Fe Irrigation District	2019 – Present	Yes	N/A	N/A	250
San Mateo County Mosquito & Vector Control District	2024 – Present	Yes	N/A	N/A	220
Sweetwater Authority	2022 – Present	Yes	Yes	Yes	270
South Bay Cities Council of Governments	2020 – Present	Yes	N/A	N/A	100
South Orange County Water Authority	2017 – Present	Yes	Yes	Yes	240
South Bay Regional Public Communications Authority	2015 – Present	Yes	N/A	N/A	100
West Valley Mosquito and Vector Control District	2016 – Present	Yes	N/A	N/A	100
West Valley Water District	2018 – Present	Yes	N/A	N/A	430
Zone 7 Water Agency	2020 – Present	Yes	Yes	Yes	400

GFOA Award Program

The Pun Group ^{LLP} realizes the importance of maintaining the Certificate for Excellence in Financial Reporting from the GFOA. Our professionals are exceptionally well qualified to assist governments in obtaining and maintaining their certificates.

Our dedication and active engagement in shaping auditing and accounting standards are evident through our enthusiastic participation in the GFOA's financial statements certificate programs. Remarkably, all of our present clients who have submitted their Annual Comprehensive Financial Reports to the GFOA have been honored with these prestigious awards.

Also, our senior partner, Mr. John F. Georger, is a member of the Government Finance Officers Association and participates in the GFOA Special Review Committee.

City of Union City

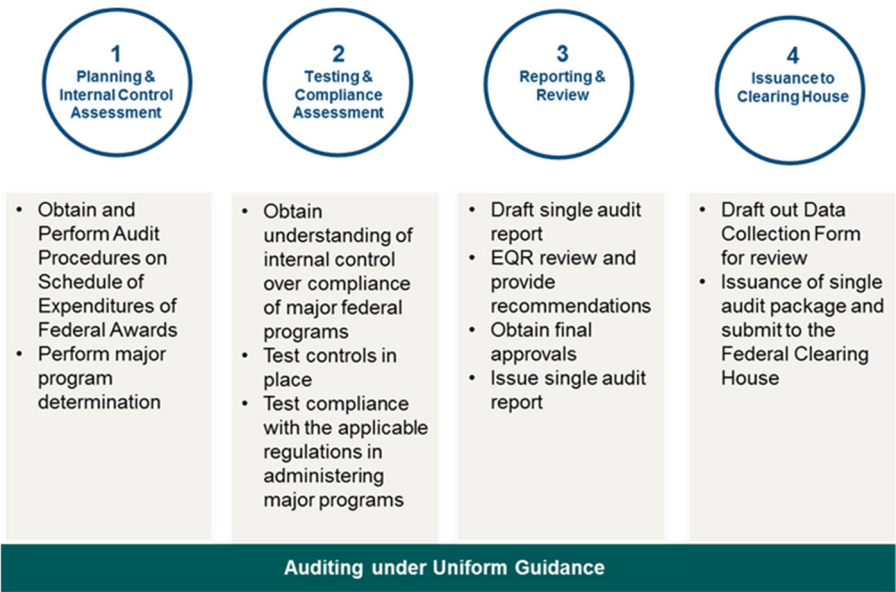
Firm’s Experience with Single Audit and Grants

The Pun Group LLP works with numerous organizations that receive extensive governmental funding and are subject to auditing under Uniform Grant Guidance. This Firm’s specialization helps our audit team understand the procedures’ nuances and execute the engagement accordingly. We also assist in preparing the data collection form and preparing the reporting package for submission to the federal audit clearinghouse.

The Firm is a member of the AICPA Governmental Audit Quality Center and has demonstrated its commitment to audit quality, including those performed under Government Auditing Standards and Uniform Guidance. Also, we are a recipient of the *Single Audit Resource Center’s Award for Excellence*. This award is based on the positive feedback result from our clients in an independent survey, demonstrating our Firm’s highest commitment to quality and client satisfaction.

We utilize standardized audit programs from the federal government’s Compliance Supplement to ensure that our procedures meet federal standards. Our audit programs are continually updated to reflect the revisions of OMB.

Our Uniform Guidance risk-based approach focuses on areas of higher risk of non-compliance. Such an approach truly reflects the federal government’s intent by concentrating on the following four steps:



- 1. Planning & Internal control assessment:** The engagement team will obtain an understanding of the City and its operating environment and its internal control over the Schedule of Expenditures of Federal Awards. The engagement team will perform the major program determination and communicate with the City’s management before conducting major program testing.
- 2. Testing & compliance assessment:** The engagement team will obtain an understanding of internal control over compliance on the direct and material compliance requirements for each major program. The engagement will perform testing on internal controls over compliance to ensure the controls are in place working effectively and properly and that the City is in compliance with the applicable regulations in administering major programs.
- 3. Reporting & Review:** The engagement team will review and prepare the single audit reports and perform quality control procedures following the Quality Control Standards issued by the AICPA. Any comments will be issued to the management or the Charge with Governance, depending on the magnitude of the issues. Upon obtaining the final approvals from management, the Single Audit report will be issued.
- 4. Issuance to Clearing House:** The engagement team will assist the City in drafting the data collection form and completing the final submission, including uploading the audit package to the Federal Clearing House.

City of Union City

Our Firm has audited hundreds of millions of dollars in federal expenditures, making our engagement team uniquely experienced in single audits. We are familiar with *grantors*, such as:



- Corporation for National and Community Services
- Department of Agriculture
- Department of Education
- Department of Health and Human Services
- Department of Housing and Urban Development
- Department of Transportation
- Environmental Protection Agency
- Department of Commerce
- Department of Labor
- Department of Homeland Security
- Department of Justice
- Department of Treasury
- Executive Office of the President

Following are a few examples of the types of federal programs our engagement team has experience auditing:

	Assistance Listings
Child and Adult Care Food Program	10.558
Community Development Block Grants/Entitlement Grants	14.218
Home Investment Partnership	14.239
Housing Vouchers Cluster	14.871
Title XVI Water Reclamation and Reuse Program	15.504
Equitable Sharing Program	16.922
WIA/WIOA Adult Program	17.258
WIA/WIOA Youth Activities	17.259
WIA/WIOA Dislocated Worker Formula Grants	17.278
Airport Improvement Program	20.106
Highway Planning and Construction	20.205
Federal Transit - Capital Investments Grants	20.500
Federal Transit - Formula Grants	20.507
Minimum Penalties for Repeat Offenders for Driving While Intoxicated	20.608
Capitalization Grants for Clean Water State Revolving Funds Cluster	66.458
Special Programs for the Aging - Title III, Part B - Grants for Supportive Services and Senior Centers	93.044
Special Programs for the Aging - Title III, Part C - Nutrition Services	93.045
Nutrition Services Incentive Program	93.053
Temporary Assistance for Needy Families (TANF) State Programs	93.558
Community Service Block Grant	93.569
Child Care and Development Block Grant	93.575
Child Care Mandatory and Matching Funds of the Child Care and Development Fund	93.596
ARRA - Emergency Contingency Fund for Temporary Assistance for Needy Families (TANF) State Programs	93.714
National Urban Search and Rescue (US&R) Response System	97.025
Homeland Security Grant Program	97.067

City of Union City

Firm's Experience with Finance and Community Development Institutions

Our Firm has provided professional services to several Finance Authorities, as well as Community Development Agencies. Some examples are:

Finance Authorities:

- City of Bell Public Finance Authority
- City of Desert Hot Springs Financing Authority
- City of Hercules Public Financing Authority
- City of Lakewood Public Financing Authority
- City of Madera Financing Authority
- City of Palm Springs Public Financing Authority
- City of Patterson Financing Authority
- West Patterson Financing Authority
- City of Perris Public Financing Authority
- City of Pomona Public Financing Authority
- Town of Danville Financing Authority

Community Development Agencies:

- City of Lodi (Special Purpose Audits – Community Development Block Grant/Home Funds)
- Morgan Towers (Multi-Family Program), National City Community Development Commission
- National City Community Development Commission
- Perris Community Economic Development Corporation

City of Union City

Firm's Experience Performing Compliance Audits and Agreed-upon Procedures (Measures)

Our Firm has performed several audits with requirements similar to the ones requested by the City. Some examples follow:

Measure A

- City of Coachella
- City of Hemet
- City of Perris
- City of Stockton

Measure B

- City of Hercules
- City of Stockton

Measure BB

- City of Seal Beach

Measure N (Formerly Measure C)

- City of Hercules

Measure D

- City of Palm Springs
- Imperial County Local Transportation Authority

Measure G

- City of Gardena

Measure J

- City of Palm Springs

Measure L

- City of Huntington Park

Measure M

- City of Culver City
- City of Stockton

Measure O

- City of Hercules

Measure R

- City of Culver City
- City of Gardena
- City of Lynwood

Measure T

- City of Madera

Measure U

- City of Port Hueneme

Measure W

- City of Stockton

Measure X

- City of Monterey

Measure Z

- Southwestern Community College District

City of Union City

Firm's Experience with State Controller's Reports

The Pun Group LLP has assisted numerous clients with the preparation of the required reports by the California State Controller's Office. Some of these experiences are as follows:

Cities Financial Transactions Report:

- City of Arvin
- City of Bell
- City of Coachella
- City of Culver City
- City of Desert Hot Springs
- City of Hercules
- City of Placentia
- City of Laguna Niguel
- City of Lakewood
- City of Lynwood
- City of Monterey
- City of Morro Bay
- City of Napa
- City of National City
- City of Palm Springs
- City of Perris
- City of Rohnert Park
- City of South Gate
- City of Stockton

Annual Street Report:

- City of Desert Hot Springs
- City of Laguna Niguel
- City of Napa
- City of Palm Springs
- City of Perris
- City of Stockton

Special Districts Financial Transactions Report:

- Special District of West End Water Development Treatment and Conservation Joint Powers Authority
- Special District of West Valley Water District
- Special District of Coachella Financing Authority
- Special District of Coachella Sanitary District (Riverside)
- Special District of Coachella Water Authority
- Special District of Desert Hot Springs Public Financing Authority
- Special District of Desert Hot Springs Successor Agency
- Special District of Perris Public Utility Authority
- Special District of Perris Public Financing Authority
- Special District of Perris Joint Powers Authority
- Special District of Central Basin Municipal Water District
- Special District of Marina Coast Water District
- Special District of Menlo Park Fire Protection District
- Special District of San Bernardino County Fire Protection District

Transit Operators Financial Transactions Report:

- City of Arvin
- City of Culver City

City of Union City

Our Professional’s Experience with Pensions and Other Post-Employment Benefits

Members of our team have experience in providing professional services to the following employee retirement systems:

- California Public Employees' Retirement System (CALPERS)
- Culver City Other Postemployment Benefit Plan
- Nevada Public Employees Retirement Systems
- Sacramento County Employees' Retirement System
- San Francisco Community College District
- San Diego County Employees Retirement Association
- San Diego City Employees’ Retirement System
- San Diego Transit Corporation Employee’s Retirement Plan
- San Jose Employee Retirement System
- University of California Pension Plans

In addition, our team draws years of expertise reviewing budget documents as well as various pension and other post-employment benefits (“OPEB”) plan documents, including but not limited to trust agreements, pension, and OPEB actuarial reports, GASB 68 and 75 reports, as well as GASB 75 reports prepared under *Alternative Measurement Methods*. A relevant list of plans includes:

- California Public Employees' Retirement System GASB 68 reports
- Public Agency Retirement System (“PARS”) GASB 68 reports
- San Bernardino County Employees’ Retirement Association (“SBCERA”) GASB 68 reports
- PARS GASB 75 reports

Experience in Performing Program-Specific Audits

The assigned engagement team will count on their experience with numerous financial and compliance audits as well as agreed-upon procedures to deliver the requested services to the City. Our team is extremely experienced with the following:

- National Transit Database (“NTD”)
- Federal Transit Administration (“FTA”)
- Local Transportation Fund (“LTF”)
- State Transit Assistance Fund (“STAF”)
- State of Good Repair (“SGR”)
- Low Carbon Transit Operations Program Accounts (“LCTOP”)
- Public Transportation Modernization Improvement and Service Enhancement Account (PTMISEA)
- Proposition 1B
- State of California Transportation Development Act (“TDA”), including the requirements of the Southern California Association of Governments’ Transportation Development Act Conformance Auditing Guide
- Special District, Transit District Reporting, and Transportation Reporting Requirements, as specified by the California State Controller
- Sales Tax Measures
- Debt Compliance/Bond Debt

We have conducted financial, and compliance audits for transportation clients, such as:

• Big Bear City Airport District	• Culver City Bus Lines
• GTrans (Gardena Municipal Bus Lines)	• Gold Coast Transit
• Imperial County Local Transportation Authority	• North County Transit District
• San Diego Metropolitan Transit System	• Shasta Regional Transportation Authority
• SunLine Transit Agency	• Ventura County Transportation Commission
• Imperial County Transportation Commission	• Nevada County Transportation Commission

City of Union City

Firm's Expertise and Experience in Governmental Accounting Rules and Regulations, Including Implementation of new GASB Pronouncements

The ever-changing landscape of federal laws and compliance requirements has added significant complexity to public accounting. Our GASB Implementation Specialist, Jack Georger, expertly guides clients through new standards and updates to existing ones. Additionally, our partners actively contribute to the development of new standards through committee roles and participation in key industry associations focused on state and local governments.

By staying engaged with industry groups and developments, we ensure our clients and team members are informed about the latest changes. Our professionals bring deep expertise in governmental accounting, auditing, and financial reporting, including GASB pronouncements, the Single Audit Act, Uniform Guidance, and fund operations. With experience as CPAs and leaders within and outside government, we deliver the thought leadership and quality our clients need.

The Firm is well versed and experienced in assisting our clients with the implementation of the applicable GASB pronouncements every year, such as:

- GASB 34
- GASB 54
- GASB 65
- GASB 68
- GASB 75
- GASB 84
- GASB 87
- GASB 91
- GASB 94
- GASB 96
- GASB 100
- GASB 101
- GASB 102

Throughout the engagement, several new GASB pronouncements will become effective. The Engagement Team will pay specific attention to upcoming statements that will become effective and work with the City to create a plan to address new standards before the implementation period. This step will allow the finance department staff the needed time to be prepared.

Special Attention: GASB Pronouncements Effective for Reporting Year 2025-2026

GASB Statement No. 101, *Compensated Absences*

This statement updates the recognition and measurement guidance for compensated absences to align with a unified model and revises certain disclosures. It is effective for the City's fiscal year ending June 30, 2025.

GASB Statement No. 102, *Certain Risk Disclosures*

This statement requires governments to assess and disclose risks related to concentrations or constraints that could impact their financial statements. It is effective for the City's fiscal year ending June 30, 2025. Earlier application is encouraged.

GASB Statement No. 103, *Revenue and Expense Recognition*

This statement provides a unified framework for recognizing and measuring revenue and expenses. It is effective for the City's fiscal year ending June 30, 2026. Earlier application is encouraged.

GASB Statement No. 104, *Disclosure of Certain Capital Assets*

This statement requires separate disclosure of certain capital assets, including those held for sale and intangible assets, to improve transparency. It is effective for the City's fiscal year ending June 30, 2026. Earlier application is encouraged.

City of Union City

Firm's Experience with Tyler Technologies and Their Solutions

Our professionals are extremely familiar with Tyler Technologies and their software solutions. Our team will deploy such experience to hit the ground running with no downtime. Some examples of our clients who utilize Tyler Technologies are:

Client Name	Office	Industry
Encinitas, City of	San Diego	Local Government
Culver City, City of	Orange County	Local Government
Fresno, City of	Orange County	Local Government
Gardena, City of	Orange County	Local Government
Lakewood, City of	Orange County	Local Government
Lodi, City of	Walnut Creek	Local Government
Lynwood, City of	Orange County	Local Government
Madera, City of	Orange County	Local Government
Monterey, City of	Orange County	Local Government
Napa, City of	Orange County	Local Government
Perris, City of	Orange County	Local Government
Redlands, City of	Orange County	Local Government
Rohnert Park, City of	Walnut Creek	Local Government
San Elijo JPA	San Diego	Special District
Shafter, City of	Orange County	Local Government
South Bay Regional Communications	Orange County	Local Government
South Gate, City of	Orange County	Local Government
Tracy, City of	Orange County	Local Government



City of Union City

Specific Audit Approach

Scope of Work, Audit Approach, and Methodology

The City of Union City is requesting the Firm to perform Professional Auditing Services and issue opinions on the City's financial statements. The audits are to be completed in accordance with all applicable and generally accepted auditing standards, including, but not limited to, the following:

- Generally accepted auditing standards as set forth by the American Institute of Certified Public Accountants (AICPA).
- US General Accounting Office's (GAO) Standard for Audit of Governmental Organizations, Programs, Activities, and Functions.
- Local Governments and Governmental Accounting Standards Board (GASB) Pronouncements.
- The standards applicable to financial audits contained in the most current version of the Generally Accepted *Government Auditing Standards* (Yellow Book), issued by the Comptroller General of the United States.
- The provisions of the Single Audit Act as amended in 1996.
- The provisions of the US Office of Management and Budget (OMB) Uniform Guidance (formerly known as Circular A-133), Audits of State and Local Governments and Non-profit Organizations, and the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

The Firm will perform the following services:

- ✓ Financial Statement Audits and issuance of an opinion statement on the **Annual Comprehensive Financial Report** of the City of Union City and the financial statements of its component units. The audit will be conducted in accordance with Generally Accepted *Government Auditing Standards*. The report will be in full compliance with all current GASB pronouncements.

In addition, the Firm will assist in meeting the requirements for the Government Finance Officers Association (GFOA) "**Certificate of Achievement for Excellence in Financial Reporting.**"

- ✓ Prepare a **Single Audit Report** which will include the following:
 - Report on compliance and on internal control over financial reporting based on an audit of financial statements performed in accordance with *Government Auditing Standards*.
 - Report on compliance with requirements applicable to each major program, internal control over compliance, and on the schedule of expenditures of federal awards in accordance with Uniform Guidance, "Audits of State and Local Governments," and the Single Audit Act of 1984 (Public Law 98-502).
 - Schedule of Expenditures of Federal Awards.
 - Notes to Schedule of Expenditures of Federal Awards.
 - Schedule of Findings and Questioned Costs.
 - Any other required schedules or reports.
 - Prepare the Data Collection Form for Reporting on Audits of States, Local Governments, and Non-Profit Organizations.
- ✓ Audit and perform compliance audit reports and/or other special audit reports when required in compliance with applicable statutes, rules and regulations on the **Alameda County Transportation Authority**.
- ✓ Test compliance with Proposition 111, Article XIII.B – Review of **Appropriation Limit Calculations (GANN)**.
- ✓ A report based on the auditors' understanding of the **Internal Control** structure and assessment of control risk.
- ✓ Separate report, when requested by the City, on the auditors' analysis of the **Internal Control Structure** used in the administration of the **City's Investment Policies and Procedures**. Evaluate internal controls and conduct testing of detailed transactions, including all investment transactions, to ensure compliance with State law and the City's investment policy.

City of Union City

- ✓ Separate report, on the auditors' analysis of **the Internal Control Structure** used in the **Administration of Federal Financial Assistance Programs**.
- ✓ Audit and perform examination procedures on **State Controller's Cities Financial Transactions Reports**.
- ✓ Audit and perform examination procedures on **State Controller's Annual Street Report**.
- ✓ Audit and perform examination procedures on **Utility Users' Tax Audit and Report**.
- ✓ Issue an **Auditors' Communication Letter** with any reportable conditions found during the audit. A reportable condition will be defined as a material weakness or significant deficiency.
- ✓ Issue a separate **"Management Letter"** that includes recommendations for improvements on internal control, accounting procedures, and other significant observations that are considered to be no reportable conditions.
- ✓ Provide recommendations for: a) Improvements in systems of internal control and b) Improvements in the accounting system.

Provided By Client (PBC) Lists: They will be provided for both interim and final audits according to an agreed-upon timeline between the engagement team and the City in order to be reasonably prepared for a field audit. The engagement team will meet with the City's management during the initial planning stage to discuss audit schedules and review the prior year's audit findings (if any). We will deliver a list of all documents to be provided by the City's staff. Once such materials are agreed upon by the engagement team and City's finance personnel, no other schedules will be requested unless new information comes to light in the course of test work.

Attendance at Meetings and Hearings: The engagement team will participate in as many meetings with staff as needed to perform the work scope tasks, present the audit plan prior to beginning fieldwork, and discuss the draft audit reports. The team will attend public meetings to present and discuss its findings and recommendations. Once all issues of discussion are resolved, the completed Financial Reports, Single Audit report (if applicable), and other reports will be delivered to the City according to the agreed-upon schedule.

Proposed Audit Adjustments: All proposed adjusting journal entries by the Firm will be discussed and explained in a timely manner with the designated Finance Department personnel. Such proposed adjustments will be in a format that shows the lowest level of posting detail needed for data entry in the general ledger systems.

Supplemental Reports, Audits, or Agreed-Upon Procedures: Other services, such as agreed-upon procedures, may be deemed necessary. These services will be performed at agreed-upon rates and will be added to a written agreement before commencing audit work. The Firm and the City of Union City will discuss and approve the scope and associated costs of these tasks.

City of Union City

Advice and Consultation: Will be provided throughout the year on matters relating to accounting and financial reporting. Such services do not include any task that entails significant research or a formal report.

GASB Implementation: The Firm will provide technical assistance and training in the implementation of applicable GASB pronouncements not yet in effect. We have a dedicated partner, Mr. Jack Georger, who will be responsible for providing advice and consultation for the implementation of these new standards. The Firm will advise the City on the applicability of accounting and reporting standards and other accounting issues and provide guidance on new note disclosures, GASB implementations, and other reporting requirements. We will also provide training, resources, and information on topics relevant to the City's financial reporting and operations. *(Based on the scope, additional charges may apply.)*

Report of all Irregularities and Illegal Acts: The Firm will make an immediate written report of all irregularities and illegal acts or indications of illegal actions of which we may become aware to the City Manager and the Administrative Services Director.

The engagement team will also make all communications to the City required by the audit standards under which the engagement is performed.

Working Paper Retention and Access to Working Papers: The Firm will retain, at its own expense, all working papers and reports for a minimum of seven (7) years unless the City of Union City notifies the Firm in writing of the need to extend the retention period. The Firm will make working papers available upon request by the City of Union City or its designees.

Also, we will comply with reasonable requests from successor auditors and allow them to review working papers that relate to matters of continuing accounting significance.

City of Union City

Methodology and Segmentation of Engagement

The Firm’s audit approach consists of six phases: Engagement Acceptance and General Planning, Planning and Internal Control Evaluation, Fieldwork, Post Fieldwork, Report Preparation and Review, and Final Production.



Benefits

- **Expertise & Experience** – Our team has extensive experience auditing not-for-profit organizations, ensuring accurate and compliant audits.
- **Customized Solutions** – We tailor our audit approach to fit your unique needs and challenges.
- **Efficiency & Timeliness** – We deliver high-quality audits on time, minimizing disruption to your operations.
- **Proactive Risk Management** – We identify and address financial and operational risks early.
- **Strengthening Financial Health** – We improve your financial management and operational efficiency through internal control reviews and recommendations.

- 1. Engagement Acceptance and General Planning:** The engagement partner and manager will meet with City’s management to obtain an update on the current City policies and procedures, help identify risk areas and new operations and establish any specific requirements they may have. Our team will work on the identification of unique transactions, implementation of new GASB pronouncements, and develop the audit work plan for the engagement. *Proposed timeline: May of each year.*
- 2. Planning and Internal Control Evaluation:** The engagement team, including the engagement partner, will assess accounting policies adopted by the City in order to obtain an understanding of its structure and its operating environment. Also, our team will review internal controls on all significant transaction classes, perform walkthroughs and/or tests of internal controls, perform preliminary analytical procedures, develop an initial risk assessment, evaluate Single Audit compliance, identify any audit issues, and prepare confirmation correspondence. The engagement team and City’s Management will establish expectations, including responsibilities and assignments for the year-end fieldwork, and will hold a progress status meeting at the end of the interim phase. *Proposed timeline: September for Fiscal Year 2025, and June for future years.*
- 3. Fieldwork:** The engagement team, including the engagement partner, will conduct audit procedures on account balances in the general ledger, finish confirmation procedures, perform data analysis using our AI tools, search for unrecorded liabilities, perform substantial analytical review procedures, complete work on compliance with Federal Assistance, and conclude fieldwork. The engagement team and City Management will hold an exit conference at year-end. Periodic update meetings will be held to communicate audit progress to management. *Proposed timeline: October of each year.*
- 4. Post Fieldwork:** During the phase, the engagement team, including the engagement partner, will review all documents and evaluate commitments and contingencies. The team will perform an assessment of the going concern and jointly plan for the next steps. *Proposed timeline: immediately after fieldwork completion.*
- 5. Report Preparation and Review:** The Firm will review and prepare audit reports and perform quality control procedures following the Quality Control Standards issued by the AICPA. We will also examine reports for compliance with GFOA reporting guidelines at no additional cost. Any comments will be recorded in a letter to management. At the City’s request, the engagement partner and manager will present the audit to City’s Management and other governing bodies. *Proposed timeline: November of each year.*
- 6. Final Production:** The final phase of our approach entails obtaining the management representation letter and final financial statement report, which may include a final presentation to the City’s Management and other governing bodies (if applicable). *Proposed timeline: December of each fiscal year.*

The Firm will complete the audit fieldwork and issue all reports within the established timeframe, assuming no internal circumstances within the City causes delays in the audit.

City of Union City

Level of Staff and Number of Hours to be Assigned to Each Segment of the Engagement

The Pun Group ^{LLP} understands that the City is not only looking to employ our auditing services but is also seeking to receive value within that professional relationship. We believe that our value derives from the in-depth knowledge, experience, and commitment that our auditing firm employs. We stress and emphasize “employ” because all of the knowledge and expertise listed on paper will not benefit you unless it is applied. That is why we have developed a plan that we feel will accomplish the objectives of the City and your particular needs. Our Firm will utilize the information that you have shared with us and our experience from our previous audits of this nature from various government entities and cities to develop a practical plan for all major areas.

Estimated Total Hours*:

	Partner(s)	Director/ Manager	Supervisory Staff	Staff	Clerical	Total
Engagement Acceptance & General Planning	3	4	10	14	1	33
Planning & Internal Control Evaluation	5	6	16	21	2	49
Fieldwork	24	30	78	105	8	245
Post Fieldwork	16	20	52	70	5	163
Report Preparation & Review	24	30	78	105	8	245
Final Production	8	10	26	35	3	82
Total*	80	100	260	350	26	816

*Does not include CPE hours related to Governmental Webinars and/or optional services.

Sample Size and the Extent to Which Statistical Sampling is to be Used in this Engagement

In our audit approach, random and statistical sampling is used in conjunction with our skilled judgment and knowledge of each situation. When designing an audit sample, our auditors consider the purpose of the audit procedure and the characteristics of the population from which the sample will be drawn. We determine a sample size sufficient to reduce sampling risk to an acceptably low level and select items for such a task in a way that we can reasonably expect it to be representative of the relevant sample and likely to provide the auditor with a reasonable basis for conclusions about the population.

Enhancing Auditing Quality with Artificial Intelligence

There are plenty of challenges with established audit practices. Outdated CAAT tools, sampling practices, and the explosive growth of big data are some of the examples, and they all present significant barriers to detecting anomalies, intentional or otherwise, in financial data. The Pun Group deploys a comprehensive, risk-based approach, complemented by using MindBridge™'s Artificial Intelligence Platform, to conduct our audit. Through this tool, we can seamlessly analyze thousands and thousands of financial and operating data and records, **identifying and cataloging significant risks in mere seconds**.



The *AI Auditor* platform works by our side, augmenting our capacity to detect errors or fraud in the collected data not only by analyzing the entire set but by cross-correlating dozens of testing criteria against pre-established data points and presenting us with a view of every user, vendor, and transaction, by risk. All are happening within moments of ingesting analyzed data, which is something standard audit procedures simply cannot accomplish.

We utilize these tools to allow our audit team to increase efficiency in the audit process, enhance the existing quality of our work, provide directed testing in areas subject to the highest risk, and quickly assimilate large amounts of data your staff would typically be asked to gather. The tools also help us to meet our professional requirements regarding fraud and internal control, allowing us to:

- ✓ Run Benford's analysis to check for fraud in transactions.
- ✓ Increase the value of audit findings with complete, 100% data coverage.
- ✓ Isolate risk and control issues before they impact your operations.
- ✓ Improve productivity by automating procedures and eliminating manual tasks.
- ✓ Conduct more direct, efficient, and effective audits to improve overall service quality.

City of Union City

Our engagement team easily imports data in a secure environment from the City's financial software and extracts useful data for testing and analytical procedures particular to the following areas:

- Successful Fraud Test
- Questionable Invoices
- Phantom Vendor Schemes
- Kickback or Conflict-of-Interest Schemes
- Dormant Account Schemes
- Money Laundering Schemes

Type and Extent of Analytical Procedures to be Used in the Engagement

Analytical procedures are one of many financial audit processes that help an auditor understand the client's operation and changes in the environment and identify potential risk areas to plan other audit procedures. Such procedures include a comparison of financial information on prior periods, budgets, forecasts, and industry benchmarks. We use trend and ratio analysis to identify any uncertain or unusual events. To perform these analyses, our Firm surveys cities and counties and develops benchmarks on specific vital financial indicators, such as the cost of services to tax revenues ratios, average general fund balance, capital assets, debt-to-capital, and general fund unassigned fund balance to total general fund expenditures, etc. Our engagement members have extensive experience in successfully implanting analytical procedures to the City's benefit.

Our analytical procedures process is performed during three stages of the audit: (a) at the start, (b) in the middle, and (c) at the end. These three stages are risk assessment procedures, substantive analytical procedures, and final analytical procedures:

- **Risk assessment procedures** are used to assist the auditor in understanding the business better and in planning the nature, timing, and extent of audit procedures.
- **Substantive analytical procedures** are used to obtain evidential matters about particular assertions related to the account balances or classes of transactions. During the interim phase, our engagement team will set up expectations for the year-to-date results and balances and compare them with budgeted and prior-year amounts. This process allows us to forecast year-end amounts, reducing the workload during the year-end phase and allowing us to focus on areas of concern.
- **Final analytical procedures** are used as an overall review of the financial information in the last review stage of the audit. The Engagement Partner(s) and Manager(s) will perform a high-level analytical analysis of the financial information, comparing its data both quantitatively and qualitatively to ensure the amounts are fairly presented in all material respect in the financial statements.

Approach to be Taken to Gain and Document an Understanding of the Internal Control Structure

Audit risk assessment is established by an internal control review, combined with the engagement team's understanding of the City's operations and accounting software. Using the Committee of Sponsoring Organizations (COSO) Framework, staff members will evaluate the City's processes and identify any control deficiencies. These diagnostic review procedures allow the engagement team to assess the City's systems and controls and to provide constructive feedback to management.

During our initial planning phase of the audit, our engagement team, including the engagement Partner and Manager, will obtain an understanding of the entity and its environment. It is an essential aspect of performing an audit under generally accepted auditing standards. That understanding establishes a frame of reference within which the auditor plans the procedures and exercises professional judgment about assessing risks of material misstatement of the financial statements and responding to those risks throughout the examination.

During the interim phase of the audit, our engagement team will perform a walkthrough of all significant accounting systems, including processes for financial reporting, revenue recognition and cash receipts, purchasing/contract management and cash disbursements, payroll and related liabilities, and others. Our auditors will obtain the written policies and procedures, inquiring accounting personnel, and document the process in either a flowchart or narrative summary format. After gaining an understanding of the accounting and internal control systems, our auditor will make a preliminary assessment of control risk, at the assertion level, for each material account balance or class of transactions.

City of Union City

The form and extent of this documentation are influenced by the size and complexity of the entity and the nature of its accounting and internal control systems. Generally, the more complex the entity's accounting and internal control systems and the more extensive the auditor's procedures, the broader our documentation will need to be.

Approach to be Taken in Determining Laws and Regulations that Will be Subject to Audit Test Work

The Firm stays continually up to date with audit requirements—including new regulations, compliance supplements, state guidelines, and related contracts—to ensure that we conduct audits under applicable laws and regulations. We test transactions for compliance with the Single Audit Act, California Government Code, GANN Appropriations Limit, provisions of applicable grant guidelines, requirements of local measures, and others.

For example, the Single Audit Act requires that we determine which grants to include in our audit and select transactions from those grants for detailed testing. While most items will be tested as part of the Interim phase, we cannot determine which grants will be selected for the Single Audit until the year-end/fieldwork stage of the audit.

Our compliance audits of cash, investments, debt covenants, and other areas will be performed following the California Government Code, which has many provisions and regulations covering investments.

Approach to be Taken in Drawing Audit Samples for Purposes of Tests of Compliance

To test compliance, we will follow the AICPA's Audit Sampling Considerations of Uniform Guidance Compliance Audits. We will select an appropriate sample size based on our professional judgment and knowledge. Any deviations from control and compliance requirements will be documented.

Audit Firm's Expectations of the Role and Participation of City's Staff in the Audit Process

The engagement team will meet with the City's management during the initial planning stage to discuss audit schedules and review the prior year's audit findings (if any). We will deliver a list of all documents to be provided by the City's staff. Once such materials are agreed upon by the engagement team and City's finance personnel, no other schedules will be requested unless new information comes to light in the course of test work.

Our goal is to cause the least amount of interruptions to the City's daily operations; therefore, to the extent possible, we will use information in the form available from the City's records.

We believe client/engagement team communication is vital to perform results satisfactorily. With that sentiment in mind, we will hold regular meetings with the City's management to determine the status of the audit as well as any items which will require special attention. **Open and frequent communication is critical.**

Objectives of Our Services

Our primary objective for the proposed audit is to examine the City's financial statements and express our opinion on the fairness of the presentation, following generally accepted accounting principles. Other objectives that will benefit the City include the following:

- To offer beneficial observations and recommendations about policies and procedures for accounting and operating controls
- To identify opportunities to make City operations more efficient and reduce costs
- To perform the audit efficiently and effectively. Disruptions to office operations are kept to a minimum
- To provide continuing advisory services so the City can implement recommendations
- To meet these objectives at no additional cost to the City

The Engagement Team will perform the audit abiding by the Firm's quality-control procedures, which include following standard audit programs, careful planning, using industry-standardized software for auditing and internal control documentation, and welcoming an objective review of audit work. In other words, our client-tailored approach emphasizes careful planning, open communication, and proper assignment of responsibilities.

The Firm will supply portable computers to the on-site staff members.

City of Union City

Identification of Anticipated Potential Audit Problems

Identification of Anticipated Potential Audit Problems

While we do not expect any problems with the audit, we will carefully investigate and monitor the following relevant accounting issues:

Investments:

- Compliance with GASB 31 and GASB 34
- Authorization and approval process for City investments
- Controls to assure the City's compliance with investment limitations and types of specific investments
- Monitoring by the City of its investments

Financial Reporting:

- Compliance with current reporting and disclosure requirements issued by GASB
- Compliance with the various GASBs in effect
- Perform valuations of OPEB benefits to determine the liability for all benefits promised to active, retired, and inactive plan members as of each valuation date
- Compliance with Governmental Accounting Standards Board (GASB) Statements 74 and 75
- Compliance with infrastructure obligations and regulatory provisions

Internal Control Structure:

- City's internal control functions and compliance with proper internal control philosophies
- Computer-system processes and controls and adequacy of the control environment

Annual Updates and Professional Development of Client Staffing

Strengthen Your Accounting Knowledge: TPG Client Training Webinars

We pride ourselves in leading the governmental auditing profession nationwide and statewide. Members of our team have been assigned to the AICPA and State Government Accounting and Audit committees. Our membership with these two levels of government keeps us current, and such involvement helps our Firm with the constant changes in accounting and auditing standards, laws and regulations, and compliance provisions, which have created an unprecedented complexity in public accounting for state and local governments.

Every year, the Firm hosts a conference to update governmental clients on new technical accounting and financial issues. Since last year, by implementing “Webinars,” we’ve been expanding our horizons and offering our clients 15 hours of Continuing Professional Education (CPE). These sessions are **free of charge** and part of the service package provided to our clients.

CPE courses we offer:



City of Union City

Acknowledgement of Consulting Services Agreement

We acknowledge receipt and review of the City's Consulting Services Agreement and the associated insurance requirements. At this time, we have no exceptions, changes, revisions, or comments to any elements of the agreement. Should our firm have any future changes or concerns, these will be communicated during contract negotiations, if needed. We also understand that the City reserves the right to substitute and/or modify the Consulting Services Agreement prior to contract execution with mutual acceptance.:

City of Union City

Let's Get to Work!**Benefits of Choosing The Pun Group LLP**

The Pun Group LLP is recognized for its professionalism, integrity and for providing clients with practical solutions unique to their circumstances and issues. Our Firm prides itself on being able to provide personalized client services, and with that sentiment in mind, we have carefully chosen our engagement teams. The Pun Group's primary objective is to offer the City of Union City solutions and directions led by highly experienced and capable partners who can successfully implement the work and produce the results you expect. This philosophy and mindset allow us to provide a superior level of service and a quality audit.

We trust that this proposal has given you the information needed about the Firm, the engagement team members, the overall audit approach, cost-saving measures, and audit fees. We are committed to exceeding your expectations, and we look forward to bringing our experience and expertise to the City of Union City while providing you with the excellent level of service that you expect and deserve.

Thank You

Thank you for allowing us to submit our qualifications to provide you with Professional Auditing Services. Please direct inquiries to:

Frances J. Kuo, CPA, CGMA
Managing Partner
Email: frances.kuo@pungroup.cpa
Phone: (949) 777-8805 | Fax: (949) 777-8850

Sincerely,



The Pun Group LLP
Certified Public Accountants and Business Advisors

City of Union City

Appendix A – Certificate of Insurance



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
2/27/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Burnham WGB Insurance Solutions CA Insurance License 0F69771 15901 Red Hill Avenue Tustin CA 92780		CONTACT NAME: Sarah Caballero PHONE (A/C, No, Ext): 714-824-8300 E-MAIL ADDRESS: Sarah.Caballero@wgbib.com FAX (A/C, No): 714-573-1770															
INSURED The Pun Group, LLP 200 East Sandpointe Avenue, Suite 600 Santa Ana CA 92707		INSURER(S) AFFORDING COVERAGE <table border="1"> <tr> <th>INSURER</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A : National Fire Insurance of Har</td> <td>20478</td> </tr> <tr> <td>INSURER B : Valley Forge Insurance Company</td> <td>20508</td> </tr> <tr> <td>INSURER C : Great Divide Insurance Company</td> <td>25224</td> </tr> <tr> <td>INSURER D : Continental Casualty Company</td> <td>20443</td> </tr> <tr> <td>INSURER E : Arch Specialty Insurance Compa</td> <td>21199</td> </tr> <tr> <td>INSURER F : American Casualty Company of R</td> <td>20427</td> </tr> </table>		INSURER	NAIC #	INSURER A : National Fire Insurance of Har	20478	INSURER B : Valley Forge Insurance Company	20508	INSURER C : Great Divide Insurance Company	25224	INSURER D : Continental Casualty Company	20443	INSURER E : Arch Specialty Insurance Compa	21199	INSURER F : American Casualty Company of R	20427
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COVERAGES

CERTIFICATE NUMBER: 877267347

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> \$0 deductible GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:	Y		7013134445	3/1/2025	3/1/2026	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COM/OP AGG \$ 4,000,000 \$
A	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			7013117645	3/1/2025	3/1/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
D	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			7013136468	3/1/2025	3/1/2026	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000 \$
F	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	WC713136289	3/1/2025	3/1/2026	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER No Deductible E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	E&O - Retro 12/29/11 Cyber			CAB2023595 C4LWN095550CYBER2024	3/1/2025 7/1/2024	3/1/2026 7/1/2025	4,000,000 agg Aggregate 2,000,000 3,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Great Divide Insurance Company AM Best Rating A+ XV

Certificate holder(s) is/are named as additional insured per attached endorsements subject to the terms & conditions of the policy:
 General Liability Additional Insured & Waiver of Subrogation # SB146932G
 General Liability Primary & Contributory #CNA80103XX
 Umbrella Policy follows form for General Liability, Auto Liability and Employers Liability
 Auto Primary and Non-Contributory & Waiver of Subrogation #CA00011013
 Auto Designated Insured #IL 02 70 07 20
 See Attached...

CERTIFICATE HOLDER

CANCELLATION

	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE

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ACORD 25 (2016/03)

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EXHIBIT B

COMPENSATION SCHEDULE

CITY OF UNION CITY

Frances J. Kuo, CPA, CGMA

Managing Partner
2121 North California Boulevard, Suite 290
Walnut Creek, CA 94596
(949) 777-8805 | frances.kuo@pungroup.cpa

June 06, 2025

COST PROPOSAL

***PROPOSAL FOR PROFESSIONAL
AUDITING SERVICES***





In Memoriam
Kenneth H. Pun, CPA, CGMA
Founder & Managing Partner

WHY CHOOSE THE PUN GROUP LLP?

“ The Pun Group’s most valuable asset is our people, they and their deep experience drive our every interaction with clients. ”

- Big firm expertise, small firm values
- Personal attention meets technical expertise
- A unique firm culture
- Innovation embraced
- Achievable plans to move your organization forward

The Pun Group LLP is recognized for its professionalism, integrity and for providing clients with practical solutions unique to their circumstances and issues. You will receive a superior level of service and a quality audit.

Thank You!

Thank you for allowing us to submit our qualifications to provide you with Professional Auditing Services.

The Pun Group LLP
Certified Public Accountants and Business Advisors

City of Union City

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Total All-Inclusive Maximum Price1

Manner of Payment.....2

**For the 5th consecutive year,
The Pun Group has been honored with the
"Best of Accounting" Award.**



The Pun Group ^{LLP} is proud to have won 2025's Best of Accounting® award from ClearlyRated for consistently delivering exceptional service to its clients for the fifth consecutive year.

Winners of such awards have proven to be industry leaders in service quality based entirely on ratings provided by their clients. On average, clients of 2025 Best of Accounting winners are 70% more likely to be satisfied than those who work with non-winning firms.

"I am pleased to introduce the 2025 Best of Accounting winners alongside their validated service ratings on ClearlyRated.com," said ClearlyRated's CEO, Eric Gregg. "These firms have demonstrated a remarkable commitment to delivering amazing experiences despite another year of upheaval and macroeconomic uncertainty. Hats off to these service leaders - it's truly an honor to recognize and celebrate their achievements."

The Pun Group ^{LLP} received satisfaction scores of 9 or 10 out of 10 from 94.1% of their clients, significantly higher than the industry's average of 50%.

Our firm excelled in five key areas: Responsiveness, Quality, Value, Needs Understanding, and Proactive Approach.

About ClearlyRated

Rooted in satisfaction research for professional service firms, ClearlyRated utilizes a Net Promoter® Score survey program to help professional service firms measure their service experience, build an online reputation, and differentiate on service quality.

**For the 2nd consecutive year, INSIDE
Public Accounting has recognized The
Pun Group as one of the Top 500 Firms
and one of the fastest-growing firms.**



"Excellent customer service and staff and partners are expert in their fields."

Lani H.

State and Local Government Client



"The Firm has consistently exceeded our expectations as an auditor."

Clint O.

State and Local Government Client



"We started using Pun Group when the pandemic first started two years ago so had a little apprehension about doing everything remotely with a new firm. But the audit went very well and was completed on time without problem."

Kevin W.

State and Local Government Client



"An excellent partner and amazing service."

Jim T.

Private Sector Client



City of Union City

Total All-Inclusive Maximum Price

We are committed to the performance of a high-quality audit at the most reasonable fee level possible, both initially and throughout the engagement. Also, our partners will provide advice and consultation as needed at no additional cost to the City of Union City.

Name of Firm:
Contact Name:
Contact Email Address:

The Pun Group LLP – Certified Public Accountants and Business Advisors
Frances J. Kuo, CPA, CGMA
frances.kuo@pungroup.cpa

Authorization to Represent the Firm

I, the undersigned, certify I am duly authorized to represent The Pun Group LLP and am empowered to submit this bid. In addition, I certify I am authorized to contract with the City of Union City on behalf of the Firm.



June 6, 2025

Frances J. Kuo, CPA, CGMA | Managing Partner
The Pun Group LLP

Date

Total All-Inclusive Maximum Price

Our proposed fees for Professional Auditing Services for the five year contract to audit its financial statements, with the first year will be fiscal year ending June 30, 2025, are as follows:

All-Inclusive Maximum Price by Report	Optional Years				
	2024-25	2025-26	2026-27	2027-28	2028-29
City Audit and Related Reports	\$ 72,400	\$ 76,020	\$ 79,821	\$ 83,812	\$ 88,003
Single Audit and Related Reports ⁽¹⁾	6,000	6,300	6,615	6,946	7,293
Special Purpose Audits and Related Reports	10,000	10,500	11,025	11,576	12,155
GANN Limit Audit Report	600	630	662	695	729
State Controller City, Transit, and Paratransit Report	11,000	11,550	12,128	12,734	13,371
Utility Users' Tax Audit and Report	2,000	2,100	2,205	2,315	2,431
Management Letter	Included	Included	Included	Included	Included
Total All-Inclusive Maximum Price for All Schedules:	\$ 102,000	\$ 107,100	\$ 112,455	\$ 118,078	\$ 123,982

(1) Single Audit fees based on one (1) major program. The fee for auditing additional major programs will be \$6,000 each. The number of programs determined to be "major" will be based on OMB Uniform Guidance. The Engagement Team will discuss this with the City of Union City's Management before starting Single Audit work.

City of Union City

Manner of Payment

Out of Pocket Expenses are Included in the Total All-Inclusive Maximum Price and Reimbursement Rates

The Firm’s policy is to maintain flexible billing rates to meet the needs of clients and help them control costs. In the interest of starting our long-term relationship, we will absorb expenses such as travel and printing costs. Additionally, our Partners will be available to provide advice and consultation as necessary to the City of Union City. The Firm will also absorb these costs.

Rates for Additional Professional Services

Below are the Firm’s hourly billing rates, delineated by staffing levels:

Hourly Billing Rates	
Partner(s)	\$ 300
Director(s)	\$ 250
Senior Manager(s)	\$ 225
Manager(s)	\$ 200
Supervisor(s)	\$ 175
Senior Accountant(s)	\$ 150
Staff Accountant(s)	\$ 125
Clerical	\$ 100

Any supplemental reports, audits, or agreed-upon procedures not covered by this proposal may be added to a written agreement prior to commencing audit work. The Firm and the City will discuss and approve the scope and associated costs of these tasks. Any additional work will be performed at the above-quoted hourly rates.

Manner of Payment

Engagement Team members are required to maintain timesheets detailing the date, number of hours, and work performed for every audit task. The Firm will collect these timesheets and bill the City of Union City at the rates outlined in the Total All-Inclusive Maximum Price section in four stages: (1) at the conclusion of the planning phase, (2) at the conclusion of the interim phase, (3) at the conclusion of the Year-End phase, (4) and after presentation and acceptance of the final audit reports. Interim billings will cover a period not less than a calendar month. The billing amounts generally break down as follows:

Work Performed	% of Proposal Amount
Planning	10%
Interim	40%
Fieldwork	40%
Presentation and Acceptance of Reports	10%



Agenda Item

DATE: 7/8/2025

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: JOAN MALLOY, CITY MANAGER

SUBJECT: ADOPT A RESOLUTION AMENDING THE FIVE-YEAR CAPITAL IMPROVEMENT PLAN FOR FY 2025-2026 THROUGH FY 2029-2030 TO ADD CITY PROJECT NO. 26-10 – THE MARK GREEN SPORTS CENTER AIR CONDITIONING UNITS REPLACEMENT PROJECT AND AMENDING THE FY 2025-2026 GENERAL FUND BUDGET BY APPROPRIATING \$175,000 TO ACCOUNT NUMBER 11092610-54111 (GENERAL FUND – MGSC AIR CONDITIONING UNITS REPLACEMENT PROJECT – CONTRACTUAL SERVICES)

EXECUTIVE SUMMARY

As a result of the unexpected failure of two air conditioning units at the Mark Green Sports Center gymnasium, staff recommends that the City Council adopt a resolution Amending the Five-Year Capital Improvement Plan for FY 2025-2026 through FY 2029-2030 to add City Project No. 26-10 – The Mark Green Sports Center (MGSC) Air Conditioning Units Replacement Project and Amending the FY 2025-2026 General Fund Budget by Appropriating \$175,000 to Account Number 11092610-54111 (General Fund – MGSC Air Conditioning Units Replacement Project – Contractual Services).

STRATEGIC PLAN ALIGNMENT

There is no specific Strategic Plan goal or strategy to address the emergency repairs.

BACKGROUND

The Mark Green Sports Center opened in 2007 and includes a 12,000 square foot gymnasium that is used for a variety of recreational programming and private rentals. The gym is cooled by two air conditioning units, and both were reported to fail on May 29, 2025. One unit has completely failed and the other is operating at less than fifty percent, which makes it ineffective in this large, high-ceilinged gym. These are the original air conditioning units that have been in use for 18 years and have reached their end-of-life.

The City Council adopted the FY 2025-2026 & FY 2026-2027 Biennial Budget and Five-Year Capital Improvement Plan for FY 2025-2026 Through FY 2029-2030 on June 24, 2025, and the units failed five days later. Due to the high cost of the air conditioning units at approximately \$75,000 each, the replacement of the units requires a budget amendment and the addition of a new capital improvement project.

DISCUSSION

Public Works staff have consulted with two air conditioning contractors, with a third contractor consultation scheduled for July 3. Based on the two initial assessments, the units are obsolete, and replacement parts are no longer available. Staff continue to evaluate if there is any feasible interim repair to keep the units operational until they can be replaced. Based on the current understanding, even parts to repair the units would require custom manufacturing, which is an expensive and lengthy process. Staff would consider any possible repair to be temporary until the units can be replaced.

Public Works staff are proposing to install new, energy-efficient air conditioning units. Based on the consultations with contractors, however, even

to install new units, the estimated lead time could be up to 24 weeks, and initial costs are estimated at \$75,000 per unit. Public Works staff are exploring all the options to expedite temporary repairs and full replacement. Staff is requesting that the City Council amend the Five-Year CIP for \$175,000 to cover the cost to replace the air conditioning units and any additional incidental expenses for possible repair or to expedite the replacement. Currently, staff is seeking three competitive bids to quickly advance this project.

Based on the outcome of Public Works' evaluation, CRS staff will consider the need for any feasible mitigations, such as large fans, to allow recreational activities and private rentals to proceed. Due to the large-volume space of the gym, even mitigation measures may not be effective. In which case, classes and events may need to be moved to alternative locations or be canceled should the weather get too hot and the gym get too warm.

Currently, there has been no impact to scheduled programming and activities. However, as a precaution, CRS staff have also informed current and prospective gym rental clients about the state of the existing air conditioning units, and the projected timeline for repairs, so that they are all aware and can consider temporary fans or reconsider other alternative locations. Any gym rental clients expressing concerns about potential warm temperature in the room, and unavailability of an air conditioning unit, can request a full refund.

FISCAL IMPACT

The recently adopted Five-Year Capital Improvement Plan (CIP) included funding for many capital projects, but unfortunately, the replacement of the two air conditioning units at the Mark Green Sports Center was not one of them. Therefore, if the City Council approves adding this project to the Five-Year CIP, the FY 2025-2026 General Fund expenditure budget will need to be increased by \$175,000. At this time, no other funding source is available except the General Fund. The \$175,000 will come from the unassigned General Fund balance which has an approximate balance as of July 1, 2025 of \$42,259,894.

RECOMMENDATION

Staff recommends that the City Council adopt a resolution amending the Five-Year Capital Improvement Plan for FY 2025-2026 through FY 2029-2030 to add City Project No. 26-10 – The Mark Green Sports Center (MGSC) Air Conditioning Units Replacement Project and Amending the FY 2025-2026 General Fund Budget by Appropriating \$175,000 to Account Number 11092610-54111 (General Fund – MGSC Air Conditioning Units Replacement Project – Contractual Services)

Prepared by:

Joan Malloy, City Manager

Submitted by:

Joan Malloy, City Manager

ATTACHMENTS:

Description		Type
	Draft Resolution	Resolution

RESOLUTION NO. 2025-XXX

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF UNION CITY AMENDING THE FIVE-YEAR CAPITAL IMPROVEMENT PLAN FOR FY 2025-2026 THROUGH FY 2029-2030 TO ADD CITY PROJECT NO. 26-10 – THE MARK GREEN SPORTS CENTER AIR CONDITIONING UNITS REPLACEMENT PROJECT AND AMENDING THE FY 2025-2026 GENERAL FUND BUDGET BY APPROPRIATING \$175,000 TO ACCOUNT NUMBER 11092610-54111 (GENERAL FUND – MGSC AIR CONDITIONING UNITS REPLACEMENT PROJECT – CONTRACTUAL SERVICES)

WHEREAS, the City Council adopted the FY 2025-2026 & FY 2026-2027 Biennial Budget and Five-Year Capital Improvement Plan for FY 2025-2026 Through FY 2029-2030 on June 24, 2025; and

WHEREAS, on June 29, 2025 both air conditioning units at the Mark Green Sports Center gymnasium failed; and

WHEREAS, the repair and/or replacement of the two air conditioning units was not included in the Five-Year Capital Improvement Plan; and

WHEREAS, the expected cost to replace the air conditioning units is \$75,000 each, but this does not include any incidental costs for possible temporary repairs, if feasible, or premium costs to expedite and prioritize the replacement of the air conditioning units; and

WHEREAS, the Mark Green Sports Center is an “essential facility” in case of emergency, and is programmed by the Community and Recreation Services Department for recreational programming year around and the gymnasium is regularly rented for private events; and

WHEREAS, advancing the repair and replacement of the air conditioning units is critical to the ongoing use of the facility.

NOW, THEREFORE, BE IT RESOLVED, the City Council approves amending the Five-Year Capital Improvement Plan for FY 2025-2026 through FY 2029-2030 to add City Project No. 26-10 – The Mark Green Sports Center (MGSC) Air Conditioning Units Replacement Project and Amending the FY 2025-2026 General Fund Budget by Appropriating \$175,000 to Account Number 11092610-54111 (General Fund – MGSC Air Conditioning Units Replacement Project – Contractual Services) from the unassigned General Fund balance.

PASSED, APPROVED, AND ADOPTED by the City Council of the City of Union City at a regular meeting held on this 8th day of July 2025 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

APPROVED:

GARY SINGH
Mayor

ATTESTED:

APPROVED AS TO FORM:

THAI NAM N. PHAM
City Clerk

KRISTOPHER J. KOKOTAYLO
City Attorney



Agenda Item

DATE: 7/8/2025

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: JOAN MALLOY, CITY MANAGER

SUBJECT: ADOPT A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE THE FIRST AMENDMENT TO THE CONSULTING SERVICES AGREEMENT WITH CAL-WEST LIGHTING AND SIGNAL MAINTENANCE, INC., IN THE AMOUNT OF \$200,000, FOR A TOTAL NOT-TO-EXCEED CONTRACT AMOUNT OF \$600,000, FOR TRAFFIC SIGNAL MAINTENANCE, ON-CALL SUPPORT AND EMERGENCY REPAIR SERVICES

EXECUTIVE SUMMARY

Staff recommends that the City Council authorize the City Manager to execute the First Amendment to the Consulting Services Agreement with Cal-West Lighting and Signal Maintenance, Inc. (Cal-West), in the amount of \$200,000, for a total not-to-exceed contract amount of \$600,000, for traffic signal maintenance, on-call support, and emergency repair services.

STRATEGIC PLAN ALIGNMENT

This agenda item does not have alignment with the Strategic Plan.

BACKGROUND

Union City owns and maintains sixty-one existing traffic signalized intersections, one High Intensity Activated Crosswalk (HAWK) on Alvarado-Niles Road, one flashing beacon on Meyers Drive, and two Rectangular Rapid Flashing Beacon (RRFB) 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.

On September 26, 2023, the City Council adopted Resolution No. 6202-23, approving a Consulting Services Agreement with Cal-West Lighting and Signal Maintenance, Inc., for traffic signal maintenance, on-call support, and emergency repair services, for a not-to-exceed contract amount of \$400,000. The resolution approved a twenty-two-month term, with an option, if mutually agreeable by the City and Cal-West, for a third year; however, additional funding for the third year was inadvertently omitted from the resolution.

DISCUSSION

Cal-West is our current traffic signal maintenance contractor and demonstrates a high level of technical expertise and experience in traffic signal maintenance. They demonstrate a comprehensive understanding of the complexities and requirements associated with maintaining traffic signals, including troubleshooting, repairs, maintenance, and emergency support. Cal-West continues its strong track record in successfully delivering traffic signal maintenance services for Union City. Cal-West has extensive experience with traffic signal systems and is very familiar with the City's infrastructure, geographic complexities, and intricacies of each traffic signal. City staff collaborate and coordinate extensively with Cal-West staff, who are readily available and responsive.

Cal-West will continue to perform the City's routine traffic signal maintenance activities and respond to emergency callouts for traffic signal

malfunction and traffic signal facility knockdowns.

Traffic Signal Maintenance service costs are estimated as follows:

Routine On-Call 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

Staff recommends extending the contract with Cal-West for a third year.

FISCAL IMPACT

The First Amendment to the Consulting Services Agreement with Cal-West, in the amount of \$200,000, will be funded with Measure F funds (Account Number 26033003-54111) as identified in the Biennial Budget for Fiscal Years 2025-2026 & 2026-2027, adopted by the City Council on June 24, 2025, via Resolution 2025-086.

There is no impact to the General Fund.

RECOMMENDATION

Staff recommends that the City Council authorize the City Manager to execute the First Amendment to the Consulting Services Agreement with Cal-West Lighting and Signal Maintenance, Inc. (Cal-West), in the amount of \$200,000, for a total not-to-exceed contract amount of \$600,000, for traffic signal maintenance, on-call support, and emergency repair services.

Prepared by:

Eddie Yu, Civil Engineer II

Submitted by:

Marilou Ayupan, Public Works Director

ATTACHMENTS:

Description		Type
<input type="checkbox"/>	Attachment 1 - First Amendment	Attachment
<input type="checkbox"/>	Draft Resolution	Resolution

**FIRST AMENDMENT TO THE
CONSULTING SERVICES AGREEMENT
WITH CAL-WEST LIGHTING AND SIGNAL MAINTENANCE, INC.
FOR TRAFFIC SIGNAL MAINTENANCE SERVICES**

THIS FIRST AMENDMENT (the “First Amendment”) is effective as of this **8th day of July, 2025** by and between **THE CITY OF UNION CITY**, a municipal corporation, (“City”) and **CAL-WEST LIGHTING AND SIGNAL MAINTENANCE, INC.**, (“Consultant”), collectively referred to as the “Parties.”

W I T N E S S E T H:

WHEREAS, on September 1, 2023, the Parties entered into a Consulting Services Agreement (“Agreement”) wherein the Consultant will provide the City with consulting services related to Traffic Signal Maintenance Services for a two-year term, in the amount of \$400,000; and

WHEREAS, on September 26, 2023, the City Council adopted Resolution No. 6202-23, approving the Agreement twenty-two month term with an option to extend the term for an additional one-year period; and

WHEREAS, the Parties desire to amend the Agreement to exercise the additional one-year period option and increase the compensation for an additional \$200,000; and

WHEREAS, the City and the Consultant desire to enter into this First Amendment.

NOW, THEREFORE, the Parties hereto do mutually agree as follows:

1. The “TERM OF SERVICES,” as set forth in the first sentence of Section 1.1 of the Agreement, is hereby extended to **June 30, 2026**.
2. The first sentence of Section 2 “COMPENSATION” of the Agreement is hereby amended to reflect payment based upon a sum increase of **Two Hundred Thousand Dollars (\$200,000)**, as set forth in Exhibit B of this First Amendment. The total compensation under the Agreement including this Amendment shall not exceed a total contract amount of **Six Hundred Thousand Dollars (\$600,000)**. The first sentence shall now read:

City hereby agrees to pay Consultant a sum not to exceed **Six Hundred Thousand Dollars (\$600,000)**, notwithstanding any contrary indications that may be contained in Consultant's proposal, for services to be performed and reimbursable costs incurred under this Agreement.

3. The “COST PROPOSAL” as set forth in EXHIBIT B of the Agreement, is hereby amended to include the information contained in Exhibit B of this First Amendment, attached hereto and incorporated herein by reference.

4. All other provisions of the Agreement, remain unchanged except as modified by this First Amendment.

IN WITNESS WHEREOF, the City and the Consultant have executed this Amendment effective as of the date hereinabove written.

THE CITY OF UNION CITY

**CAL-WEST LIGHTING AND SIGNAL
MAINTENANCE, INC.**

By _____

Joan Malloy
City Manager

By Craig H. Geis Jr.

Craig Geis
President

Attest:

Thai Nam N. Pham
City Clerk

Approved as to Form:

Kristopher J. Kokotaylo
City Attorney

EXHIBIT B

COST PROPOSAL

1. 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.

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:	\$ 135.00 / hr	\$ 230.00 / 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

Material Rates: All material rates shall be set at invoice cost plus an overhead mark-up of: **10%**

RESOLUTION NO. 2025-XXX

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF UNION CITY AUTHORIZING THE CITY MANAGER TO EXECUTE THE FIRST AMENDMENT TO THE CONSULTING SERVICES AGREEMENT WITH CAL-WEST LIGHTING AND SIGNAL MAINTENANCE, INC., IN THE AMOUNT OF \$200,000, FOR A TOTAL NOT-TO-EXCEED CONTRACT AMOUNT OF \$600,000, FOR TRAFFIC SIGNAL MAINTENANCE, ON-CALL SUPPORT, AND EMERGENCY REPAIR SERVICES

WHEREAS, the City of Union City owns and maintains sixty-one existing traffic signals, one High Intensity Activated Crosswalk (HAWK) on Alvarado-Niles Road, one flashing beacon on Meyers Drive and two existing Rectangular Rapid Flashing Beacon (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 September 26, 2023, the City Council adopted Resolution No. 6202-23, approving a Consulting Services Agreement with Cal-West Lighting and Signal Maintenance, Inc., for traffic signal maintenance, on-call support, and emergency repair services, for a twenty-two-month term and a not-to-exceed contract amount of \$400,000; and

WHEREAS, the resolution approved an option, if mutually agreeable by the City and Cal-West, for a third year; however, additional funding for the third year was inadvertently omitted from the resolution; and

WHEREAS, Cal-West Lighting and Signal Maintenance, Inc., continue to provide continuous and comprehensive routine traffic signal maintenance and on-call support, and respond to emergency services for repairs/replacement of the City's traffic signals to ensure safe and sound signalized intersections operations; and

WHEREAS, the First Amendment to the Consulting Services Agreement with Cal-West Lighting and Signal Maintenance, Inc. for traffic signal maintenance, on-call support, and emergency repair services, in the amount of \$200,000, for an additional one-year term and for a total not-to-exceed contract amount of \$600,000, will be funded with Measure F Vehicle Registration Fee Fund monies (Account Number 26033003-54111), as identified in the Biennial Budget for Fiscal Years 2025-2026 & 2026-2027, adopted by the City Council on June 24, 2025, via Resolution 2025-086.

NOW, THEREFORE, BE IT 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 Cal-West Lighting and Signal Maintenance, Inc., in the amount of \$200,000, for traffic signal maintenance, on-call support, and emergency repair services.

PASSED, APPROVED, AND ADOPTED by the City Council of the City of Union City at a regular meeting held on the 8th day of July 2025, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

APPROVED:

GARY SINGH
Mayor

ATTESTED:

APPROVED AS TO FORM:

THAI NAM N. PHAM
City Clerk

KRISTOPHER J. KOKOTAYLO
City Attorney



Agenda Item

DATE: 7/8/2025

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: JOAN MALLOY, CITY MANAGER

SUBJECT: ADOPT A RESOLUTION REJECTING ALL BIDS FOR THE AT-GRADE PEDESTRIAN CROSSING AT BART, CITY PROJECT NO. 14-14

EXECUTIVE SUMMARY

Staff recommends the City Council adopt a resolution rejecting all bids for the At-Grade Pedestrian Crossing at BART, City Project No. 14-14.

STRATEGIC PLAN ALIGNMENT

This agenda item is in alignment with the following:

Goal C, Strategy 2: Economic, Community Development, and Public Safety – 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.

Goal D, Strategy 2: Environmental Sustainability and Infrastructure – Implement the City's capital improvement plan.

BACKGROUND

The At-Grade Pedestrian Crossing at BART, City Project No. 14-14, consists of improvements within and adjacent to the Union Pacific Railroad (UPRR) and BART rights-of-way between the existing Union City BART Station and Duncan Way, as shown and described in the Contract Documents. Within the UPRR right-of-way, the improvements consist of the at-grade crossing approaches and asphalt conforms (to existing concrete panels), stairs and ramp structures, UPRR maintenance vehicle access paths/ramps and associated grading. In addition, drainage inlets, drainage pipes and ditches will be constructed to provide drainage within the UPRR right-of-way. Other items include granite cladding, railing, lighting and landscaping.

DISCUSSION

On May 9, 2025, the City released a Notice Inviting Bids for this project. Three (3) bids were received from Ghilotti Construction Company (\$5,588,484.00), R&S Construction Management, Inc. (\$4,160,410.00) and Bay Cities Paving & Grading, Inc. (\$5,761,279.07) on June 12, 2025 (see Exhibit A). The engineer's estimate for this project was \$3,000,000.

R & S Construction Management, Inc., was the apparent low bidder. However, they sent a request to withdraw their bid, without forfeiting their bid security, as allowed under California Public Contract Code Section 5100 *et seq.*, including but not limited to 5101(b) and 5103, according to their request. The bid was withdrawn due to errors on eight (8) bid items and the use of 'Tons' instead of 'Cubic Yards' for measurements on the bid sheet. This resulted in a bid amount significantly lower than what it would have been.

Additionally, there was a discrepancy between the specifications and the bid forms provided in the package. The specifications call for each subcontractor to have their bid amount listed on the designated form where all subcontractors are listed; however, the designated form did not have specified areas to list the amount for each subcontractor bid. Consequently, all bidders, except the second lowest bidder, failed to include the

subcontractor amounts on the designated form. The second lowest bidder realized this discrepancy and, rather than bring it to the City’s attention as required by the specifications, proceeded to insert lines for the amounts for each subcontractor and submitted it as part of their bid package.

Per California Public Contract Code Section 20166 and as stated in the bid documents, the City reserves the right to reject all bids. Staff believes it is in the best interest of the City to reject all bids, make any necessary corrections to the bid documents, and re-advertise for public bids.

The City will update the specifications to correct the identified discrepancy, as well as update the engineer’s estimate to more closely reflect actual market conditions and go to bid after the City Council rejects all current bids.

Staff recommends rejecting all current bids, revising the bid package as outlined above, and re-advertising the project.

FISCAL IMPACT

The City will absorb minimal costs in reviewing the bid documents and preparing the documents for a second bid.

RECOMMENDATION

Staff recommend that the City Council reject all bids for the At-Grade Pedestrian Crossing at BART, City Project No. 14-14.

Prepared by:

Farooq Azim, City Engineer

Submitted by:

Marilou Ayupan, Public Works Director

ATTACHMENTS:

Description		Type
	Draft Resolution	Resolution
	Exhibit A - Bid Summary	Exhibit

RESOLUTION NO. 2025-XXX

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF UNION CITY REJECTING ALL BIDS FOR THE AT-GRADE PEDESTRIAN CROSSING AT BART, CITY PROJECT NO. 14-14

WHEREAS, the City of Union City issued a Notice of Inviting Bids for the At-Grade Pedestrian Crossing at BART, City Project No. 14-14, to construct a new pedestrian at-grade (Oakland Sub) crossing to make a new east entrance to Union City BART and to improve Decoto Road at-grade crossing and close I Street at-grade (Oakland Sub). Improve other distance at-grade crossings (Coast Sub/Oakland Sub/Niles Sub); and

WHEREAS, on May 9, 2025, plans and specifications for the At-Grade Pedestrian Crossing at BART, City Project No. 14-14, were released and advertised for bids. Three bids were received and opened on June 12, 2025, as noted in **Exhibit A**, Bid Summary; and

WHEREAS, the lowest bidder sent a request to withdraw their bid due to errors on the bid sheet, resulting in a bid amount significantly lower than what it would have been; and

WHEREAS, the specifications called for information for which there was not a designated place on the bid form, causing all bidders, except the second lowest bidder, to fail to include the required information; and

WHEREAS, California Public Contract Code Section 20166 permits the City to reject all bids; and

WHEREAS, it is in the best interest of the City to reject all bids, make necessary corrections to the bid documents regarding the engineer's estimate, and re-advertise for public bids; and

WHEREAS, City staff recommends that all current bids be rejected, the bid package be revised as outlined above, and the project be re-advertised.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Union City does hereby reject all bids received for the At-Grade Pedestrian Crossing at BART, City Project No. 14-14, for the reasons set forth above.

PASSED, APPROVED, AND ADOPTED by the City Council of the City of Union City at a regular meeting held on the 8th day of July 2025 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

APPROVED:

GARY SINGH
Mayor

ATTESTED:

APPROVED AS TO FORM:

THAI NAM N. PHAM
City Clerk

KRISTOPHER J. KOKOTAYLO
City Attorney

Attachments:

1. Exhibit A – Bid Results

CITY OF UNION CITY
BID SUMMARY

PROJECT: **AT-GRADE PEDESTRIAN CROSSING AT BART, CITY PROJECT NO.14-14**

Project Manager: Farooq Azim, City Engineer

DATE: **Thursday, June 12, 2025**


TIME: 2:00 p.m.

LOCATION: City Council Chambers
34009 Alvarado-Niles Road
Union City, CA 94587

No	BIDDERS	BID AMOUNT	*CORRECTED BID AMOUNT
1.	Ghilotti Construction Company	\$5,588,484.00	
2.	R&S Construction Management, Inc.	\$4,074,910.00	\$4,160,410.00
3.	Bay Cities Paving & Grading, Inc.	\$5,759,279.07	\$5,761,279.07

I, Thai Nam Pham, City Clerk of the City of Union City, do hereby certify that on Thursday, June 12, 2025, I received and opened three (3) 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.



Thai Nam Pham, MMC, CPMC
City Clerk



Agenda Item

DATE: 7/8/2025

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: JOAN MALLOY, CITY MANAGER

SUBJECT: ADOPT A RESOLUTION AUTHORIZING THE CITY MANAGER, OR THEIR DESIGNEE, TO SUBMIT THE REQUIRED PROJECT LIST AUTHORIZING RESOLUTION, TO EXECUTE THE CERTIFICATIONS AND ASSURANCES, AND TO SUBMIT AUTHORIZED AGENT FORMS FOR THE STATE TRANSIT ASSISTANCE (STA) STATE OF GOOD REPAIR (SGR) PROGRAM FOR UNION CITY TRANSIT

EXECUTIVE SUMMARY

Staff recommends the City Council adopt a resolution authorizing the City Manager, or their designee, to submit the required project list authorizing resolution, to execute the certifications and assurances, and to submit authorized agent forms for the State Transit Assistance (STA) State of Good Repair (SGR) Program for Union City Transit, in the estimated amount of \$23,748.

STRATEGIC PLAN ALIGNMENT

There is no direct alignment with the Strategic Plan goals.

BACKGROUND

Senate Bill 1 (SB1), also known as the Road Repair and Accountability Act of 2017, augmented the existing State Transit Assistance program with a new State of Good Repair (SGR) program funded from a portion of a new Transportation Improvement Fee on vehicle registrations due on or after January 1, 2018. Funds are administered by the California Department of Transportation (Caltrans) and distributed by formula on a population basis in the region to the Metropolitan Transportation Commission (MTC), and on a revenue basis to eligible transit operators for transit maintenance, rehabilitation, and capital projects. The State Controller's Office (SCO) has estimated that \$23,748 in revenue-based SGR funds will be available for allocation to the City of Union City – Union City Transit in FY 2025-26.

Caltrans' SGR Program guidelines require regional agencies, including MTC, to approve transit operators' revenue-based SGR projects and submit a single region-wide list of projects to Caltrans by September 1 of each year. In order for MTC to approve the Regional SGR Program Project List by September 1, transit operators in the Bay Area must submit a governing body-approved project list for all anticipated SGR Program expenditures to MTC no later than July 1. MTC staff has stated they will accept the City of Union City's resolution approving the project list following the July 8, 2025, City Council meeting.

The program guidelines state that transit agencies receiving funds from the SGR Program must submit expenditure proposals listing projects that maintain the public transit system in a state of good repair, which are:

- Transit capital projects or services to maintain or repair a transit operator's existing transit vehicle fleet or transit facilities, including the rehabilitation or modernization of the existing vehicles or facilities.
- The design, acquisition and construction of new vehicles or facilities that improve existing transit services.
- Transit services that complement local efforts for repair and improvement of local transportation infrastructure.

DISCUSSION

Staff proposes to use the FY 2025-26 SGR allocation to continue making bus stop improvements around Union City. This project will continue the installation of new bus shelters and customer information displays that has been ongoing since 2023 through June 2025. The total estimated amount available to support the project is \$23,748.

Caltrans has adopted requirements for agencies to designate an authorized agent and to provide certifications and assurances for SGR. As a condition to receive SGR funds, each project sponsor/agency must authorize an agency designee to execute these certifications and assurances. They include guidelines for project administration, reporting, cost principles, record retention, and special situations.

FISCAL IMPACT

The City will receive approximately \$23,748 of pass-through SGR funds in one-time or progressive disbursement depending on the State’s sales receipts and committed funds; staff will bring the award of funds to City Council for acceptance at that time. These funds will be combined with prior year SGR and local transit funds for the proposed project. There will be no impact on the General Fund.

RECOMMENDATION

Staff recommends the City Council adopt a resolution authorizing the City Manager, or their designee, to submit the required project list authorizing resolution, to execute the certifications and assurances, and to submit authorized agent forms for the State Transit Assistance (STA) State of Good Repair (SGR) Program for Union City Transit.

Prepared by:

Steve Adams, Transit Manager

Submitted by:

Joan Malloy, City Manager

ATTACHMENTS:

Description		Type
	Draft Resolution	Resolution
	Exhibit A - Authorized Agent Form	Exhibit
	Exhibit B - Certifications &Assurances	Exhibit

RESOLUTION NO. 2025-XXX

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF UNION CITY AUTHORIZING THE CITY MANAGER, OR THEIR DESIGNEE, TO SUBMIT THE REQUIRED PROJECT LIST AUTHORIZING RESOLUTION, TO EXECUTE THE CERTIFICATIONS AND ASSURANCES, AND TO SUBMIT AUTHORIZED AGENT FORMS FOR THE STATE TRANSIT ASSISTANCE (STA) STATE OF GOOD REPAIR (SGR) PROGRAM FOR UNION CITY TRANSIT

WHEREAS, Senate Bill 1 (SB1), the Road Repair and Accountability Act of 2017, establishes the State of Good Repair (SGR) program to fund eligible transit maintenance, rehabilitation, and capital project activities that maintain the public transit system in a state of good repair; and

WHEREAS, the Metropolitan Transportation Commission (MTC) is an eligible project sponsor and may receive and distribute State Transit Assistance (STA) State of Good Repair (SGR) funds to eligible project sponsors (local agencies) for eligible transit capital projects; and

WHEREAS, MTC is distributing SGR funds to eligible project sponsors (local agencies) under its regional jurisdiction; and

WHEREAS, MTC concurs with and approves the project named below for the SGR Program funds:

List project(s), including the following information:

Project Name: Bus Stop Improvements

Amount of SGR funds: approximately \$23,748

Short description of the project: New bus shelter installations and customer information displays; and

WHEREAS, the California Department of Transportation (Caltrans) has developed guidelines for the purpose of administering and distributing SGR funds to eligible project sponsors (local agencies); and

WHEREAS, the City of Union City – Union City Transit wishes to delegate authorization to execute these documents and any amendments thereto to the City Manager and/or their designees (see Exhibits A and B).

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Union City that the fund recipient agrees to comply with all conditions and requirements set forth in the Certification and Assurances and the Authorized Agent documents and applicable statutes, regulations and guidelines for all SGR funded transit projects.

NOW THEREFORE, BE IT FURTHER RESOLVED that City Manager and/or their designee(s) be authorized to execute all required documents of the SGR program and any Amendments thereto with the California Department of Transportation.

PASSED, APPROVED, AND ADOPTED by the City Council of the City of Union City at a regular meeting held on the 8th day of July 2025 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

APPROVED:

GARY SINGH
Mayor

ATTESTED:

APPROVED AS TO FORM:

THAI NAM N. PHAM
City Clerk

KRISTOPHER J. KOKOTAYLO
City Attorney

Attachments:

1. Exhibit A - LCTOP Authorized Agent
2. Exhibit B - LCTOP Certificates and Assurances



Authorized Agent

The following individual(s) are hereby authorized to execute for and on behalf of the named Regional Entity/Transit Operator, and to take any actions necessary for the purpose of obtaining State Transit Assistance State of Good Repair funds provided by the California Department of Transportation, Division of Rail and Mass Transportation. This form is valid at the beginning of Fiscal Year 2017-2018 until the end of the State of Good Repair Program. If there is a change in the authorized agent, the project sponsor must submit a new form. This form is required even when the authorized agent is the executive authority himself.

Marilou Ayupan, Public Works Director *OR*
(Name and Title of Authorized Agent)

Steve Adams, Transit Manager *OR*
(Name and Title of Authorized Agent)

(Name and Title of Authorized Agent)

AS THE City Manager
(Chief Executive Officer / Director / President / Secretary)

OF THE City of Union City
(Name of County/City Organization)

Joan Malloy City Manager
(Print Name) (Title)

(Signature)

Approved this 8th day of July, 20 25

State Transit Assistance State of Good Repair Program

Recipient Certifications and Assurances

Recipient: City of Union City

Effective Date: 1st of July, 2025

In order to receive State of Good Repair Program (SGR) funds from the California Department of Transportation (Department), recipients must agree to following terms and conditions:

A. General

- (1) The recipient agrees to abide by the State of Good Repair Guidelines as may be updated from time to time.
- (2) The potential recipient must submit to the Department a State of Good Repair Program Project List annually, listing all projects proposed to be funded by the SGR program. The project list should include the estimated SGR share assigned to each project along with the total estimated cost of each project..
- (3) The recipient must submit a signed Authorized Agent form designating the representative who can submit documents on behalf of the recipient and a copy of the board resolution authorizing the agent.

B. Project Administration

- (1) The recipient certifies that required environmental documentation will be completed prior to expending SGR funds. The recipient assures that each project approved for SGR funding comply with Public Resources Code § 21100 and § 21150.
- (2) The recipient certifies that SGR funds will be used for transit purposes and SGR funded projects will be completed and remain in operation for the estimated useful lives of the assets or improvements.
- (3) The recipient certifies that it has the legal, financial, and technical capacity to deliver the projects, including the safety and security aspects of each project.

- (4) The recipient certifies that there is no pending litigation, dispute, or negative audit findings related to any SGR project at the time an SGR project is submitted in the annual list.
- (5) Recipient agrees to notify the Department immediately if litigation is filed or disputes arise after submission of the annual project list and to notify the Department of any negative audit findings related to any project using SGR funds.
- (6) The recipient must maintain satisfactory continuing control over the use of project equipment and/or facilities and will adequately maintain project equipment and/or facilities for the estimated useful life of each project.
- (7) Any and all interest the recipient earns on SGR funds must be reported to the Department and may only be used on approved SGR projects or returned to the Department.
- (8) The recipient must notify the Department of any proposed changes to an approved project list by submitting an amended project list.
- (9) Funds will be expended in a timely manner.

C. Reporting

- (1) Per Public Utilities Code § 99312.1 (e) and (f), the recipient must submit the following SGR reports:
 - a. Annual Expenditure Reports within six months of the close of the fiscal year (by December 31st) of each year.
 - b. The annual audit required under the Transportation Development Act (TDA), to verify receipt and appropriate expenditure of SGR funds. A copy of the audit report must be submitted to the Department within six months of the close of each fiscal year in which SGR funds have been received or expended.

D. Cost Principles

- (1) The recipient agrees to comply with Title 2 of the Code of Federal Regulations Part 200, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments.
- (2) The recipient agrees, and will assure that its contractors and subcontractors will be obligated to agree, that (a) Contract Cost Principles and Procedures, 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31, et seq., shall be used to determine the allowability of individual project cost items and (b) those parties shall

comply with Federal administrative procedures in accordance with 2 CFR, Part 200, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments.

- (3) Any project cost for which the recipient has received payment that are determined by subsequent audit to be unallowable under 2 CFR, Part 200, are subject to repayment by the recipient to the State of California (State). Should the recipient fail to reimburse moneys due to the State within thirty (30) days of demand, or within such other period as may be agreed in writing between the Parties hereto, the State is authorized to intercept and withhold future payments due the recipient from the State or any third-party source, including but not limited to, the State Treasurer and the State Controller.

E. Record Retention

- (1) The recipient agrees, and will assure that its contractors and subcontractors shall establish and maintain an accounting system and records that properly accumulate and segregate incurred project costs and matching funds by line item for the project. The accounting system of the recipient, its contractors and all subcontractors shall conform to Generally Accepted Accounting Principles (GAAP), enable the determination of incurred costs at interim points of completion, and provide support for reimbursement payment vouchers or invoices. All accounting records and other supporting papers of the recipient, its contractors and subcontractors connected with SGR funding shall be maintained for a minimum of three (3) years from the date of final payment and shall be held open to inspection, copying, and audit by representatives of the State and the California State Auditor. Copies thereof will be furnished by the recipient, its contractors, and subcontractors upon receipt of any request made by the State or its agents. In conducting an audit of the costs claimed, the State will rely to the maximum extent possible on any prior audit of the recipient pursuant to the provisions of federal and State law. In the absence of such an audit, any acceptable audit work performed by the recipient's external and internal auditors may be relied upon and used by the State when planning and conducting additional audits.
- (2) For the purpose of determining compliance with Title 21, California Code of Regulations, Section 2500 et seq., when applicable, and other matters connected with the performance of the recipient's contracts with third parties pursuant to Government Code § 8546.7, the recipient, its contractors and subcontractors and the Department shall each maintain and make available for inspection all books, documents, papers, accounting records, and other evidence pertaining to the performance of such contracts, including, but not limited to, the costs of administering those various contracts. All of the above referenced parties shall make such materials available at their respective offices at all reasonable times during the entire project period and for three (3) years from the date of final payment. The State, the California State Auditor, or any duly authorized representative of the State, shall each have access to any books, records, and documents that are pertinent to a

project for audits, examinations, excerpts, and transactions, and the recipient shall furnish copies thereof if requested.

- (3) The recipient, its contractors and subcontractors will permit access to all records of employment, employment advertisements, employment application forms, and other pertinent data and records by the State Fair Employment Practices and Housing Commission, or any other agency of the State of California designated by the State, for the purpose of any investigation to ascertain compliance with this document.

F. Special Situations

- (1) Recipient acknowledges that if a project list is not submitted timely, the recipient forfeits its apportionment for that fiscal year.
- (2) Recipients with delinquent expenditure reports may risk future eligibility for future SGR funding.
- (3) Recipient acknowledges that the Department shall have the right to perform an audit and/or request detailed project information of the recipient's SGR funded projects at the Department's discretion from SGR award through 3 years after the completion and final billing of any SGR funded project.. Recipient agrees to provide any requested project information.

I certify all of these conditions will be met.

CITY OF UNION CITY

BY:

Marilou Ayupan, Public Works Director

ATTACHMENT I



Agenda Item

DATE: 7/8/2025

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: JOAN MALLOY, CITY MANAGER

SUBJECT: ADOPT A RESOLUTION APPROVING UNION CITY TRANSIT FALL 2025 SERVICE CHANGES EFFECTIVE SATURDAY, AUGUST 9, 2025

EXECUTIVE SUMMARY

Staff recommends that the City Council adopt a resolution approving Union City Transit Fall 2025 service changes effective Saturday, August 9, 2025.

STRATEGIC PLAN ALIGNMENT

There is no direct alignment with the Strategic Plan goals.

BACKGROUND

Prior to the Novel Coronavirus (COVID-19) Pandemic, Union City Transit had not changed its routes and schedules since 2015. During 2020, Union City Transit went through multiple iterations of its service to adapt to decreased ridership, social distancing, and social unrest with curfews. After a public hearing held on March 9, 2021, the City Council adopted Resolution No. 5722-21, making permanent service changes to route alignments.

On May 24, 2021, Union City Transit began the twenty-two-month Union City Flea (Flexible, Local, Easy, Access) microtransit pilot project that was initially approved by Resolution No. 5535-19 on October 22, 2019. The pilot project concluded on March 31, 2023. City Council approved extending the program through September 1, 2023, by adopting Resolution No. 6111-23 on April 25, 2023, to coincide with the upcoming Bay Area Rapid Transit District (BART) fall service changes, originally scheduled to take place in August 2023.

On April 4, 2025, BART announced to transit operators that their proposed service changes for Fall 2025 would take effect on Monday, August 11, 2025. The service changes would continue BART's response to a looming fiscal cliff that requires reducing service to preserve existing operating funds with continued significant impacts to the segment of the system between Bay Fair (San Leandro) and Berryessa (North San Jose). Trains will continue to be scheduled to arrive every ten (10) minutes on average in each direction at the Union City BART Intermodal Station. This latest adjustment impacts Union City Transit schedules that have been in effect since August 10, 2023.

The City Council awarded a service contract to MV Transportation, Inc., (MV Transit) on March 14, 2023, with the adoption of City Council Resolution No. 6096-23. The new contract includes a provision for microtransit and an anticipated number of service hours pending an expansion or contraction of the service.

On April 22, 2025, the City Council adopted Resolution No. 2025-050, authorizing Union City Transit to apply for Low-Carbon Transit Operation Program (LCTOP) funds to partially fund a further expanded service area for the Union City Flea microtransit service as described in the contract with MV Transit. This application has been submitted to the California Department of Transportation (Caltrans) for review and Caltrans staff has been working with Union City Transit staff to ensure its approval.

DISCUSSION

The Metropolitan Transportation Commission’s (MTC) Blue Ribbon Transit Recovery Task Force (BRTF) convened during the COVID-19 Pandemic to address transit issues. The BRTF has evolved into the Transit Transformative Action Plan (TTAP) and seeks to implement the most viable recommendations that came from the BRTF. The TTAP includes schedule coordination, fare coordination, wayfinding coordination, technology coordination, procurement coordination, and fiscal responsibility amongst all the transit operators in the nine-county San Francisco Bay Area under the purview of MTC. Some of the collaborations described will come through a newly developed MTC committee responsible for Regional Network Management (RNM). One of the goals of RNM is to make local or sub-regional operators connect with regional operators. In Union City, Union City Transit would continue coordinating its schedule to connect with BART trains arriving or departing at the station.

Union City Transit staff has evaluated the new BART schedule for Fall 2025 and has created a slightly modified schedule with buses departing or arriving within three to five (3-5) minutes of the current schedule to maintain connections with the maximum number of trains possible. The new schedule preserves peak hours weekday mornings and evenings at twenty (20)-minute peak service intervals on Routes 1, 2, and 5. The new schedule adjusts the number of trips on Routes 3 and 4 based on prior year ridership. Route 8, the official route number for the New Haven Unified School District’s (NHUSD) seasonal supplemental service, will resume operating on weekdays during the school year. The new weekday schedule will start at 4:35 AM and end at 10:25 PM and the new weekend schedule will start at 7:04 AM and end at 7:51 PM. There are no changes to the bus route alignments with these schedule changes.

Union City Paratransit’s Americans with Disabilities Act (ADA) service hours will adjust to complement those of the fixed-route service, as required by law. There will be no change to Paratransit Plus service on weekdays until January 2026, while the service hours on weekends will adjust to the weekend fixed-route service.

Union City Flea will be impacted the most with the upcoming service changes. Last fall, the service area expanded to encompass almost all of Union City east of I-880, with stops to access shopping at the Union Landing Transit Center and at Calaveras Landing. With the LCTOP funds for this year, the service area will expand to encompass the entire city. The service will not enter gated communities, it will not serve as school service, and it will not stop in front of schools. Youth aged twelve (12) and under will require the supervision of an adult, and youth aged eight (8) or weighing eighty-pounds (80 lbs.) or less will require an adult (not the driver) to install and remove a car seat. A minimum of two (2) vehicles will be in service at all times with up to five (5) vehicles available during peak periods. The wait times are expected to be between fifteen (15) to twenty (20) minutes for curb-to-curb service. The expansion of the service area will be accompanied by an expansion of the weekday service hours from 4:35 AM to 10:25 PM. The expansion of the service area and the increase in vehicles is made possible by blending the paratransit vehicles into the demand response fleet, so customers may get picked up by a paratransit vehicle instead of a Flea vehicle. For now, the fare will remain the same as that on the fixed-route service and Clipper is accepted (and recommended) along with the Clipper discounts.

FISCAL IMPACT

The service changes put forth were included in the pricing from MV Transit and MV Transit’s pricing was used in the development of Union City Transit’s funding in the approved Biennial Budget for FY 2025-2026 and FY 2026-2027, so there is no anticipated cost increase to Union City Transit. Union City Transit staff continues to explore additional funding sources like LCTOP to fund service enhancements, but this is to preserve funding reserves since the San Francisco Bay Area Transit operators are all potentially facing financial issues after FY 2027-2028.

There is no impact to the General Fund.

RECOMMENDATION

Staff recommends that the City Council adopt a resolution approving Union City Transit Fall 2025 services changes effective Saturday, August 9, 2025.



Prepared by:

Steve Adams, Transit Manager

Submitted by:

Marilou Ayupan, Public Works Director

ATTACHMENTS:

Description		Type
	Attachment 1 - UC Transit Fall 2025 Service Changes	Attachment
	Draft Resolution	Resolution



This map illustrates the Union City BART Station and its surrounding area. The map includes major roads, parks, schools, and the BART line. A legend identifies the BART line and station, and a scale bar indicates distances in miles.

Legend:

- 1 Delores
- 2 Whipple
- 3 Almaden
- 4 Tamarack
- 5 Dyer
- 6 Alvarado-Niles (Seasonal)
- F Flea (Microtransit Service)
- Arrow: Bus operates in one direction
- BART Line & Station

Map Labels:

- Union City BART Station
- Union City
- Fremont
- Hayward
- Calaveras Landing
- Union Landing Transit Center
- Kaiser Permanente
- Alvarado & New Haven
- Dyer & Union City Blvd
- Lafayette & Mission Blvd.
- Our Lady of the Rosary School
- Community Resource Center
- Guy Emanuele Elementary School
- Masonic Home
- Seven Hills Park
- Seven Hills Community Garden
- Park Ridge Park
- Pacific Point Park
- Quarry Lakes Regional Park
- Los Cerritos Community Park
- Brookvale Park
- Brookvale Shopping Center
- Nicolet
- Deep Creek Park
- Accinelli Park
- Cerruti Park
- Regents Union Landing Park
- Pioneer Park and School
- Delaine Easton Elementary School
- Ponderosa Cove Park
- Seabreeze Park
- Mariner Park
- Courthouse Landing Park
- Kaiser Permanente
- Old Alvarado/ Cesar Chavez Park
- Post Office
- Alvarado Elementary School
- Itliong-Vera Cruz Middle School
- Holly Center
- Sports Center
- Mariner Park
- Courthouse Landing Park
- Kaiser Permanente
- Calaveras Landing
- Union Landing Transit Center
- Kaiser Permanente
- Alvarado & New Haven
- Dyer & Union City Blvd
- Lafayette & Mission Blvd.
- Our Lady of the Rosary School
- Community Resource Center
- Guy Emanuele Elementary School
- Masonic Home
- Seven Hills Park
- Seven Hills Community Garden
- Park Ridge Park
- Pacific Point Park
- Quarry Lakes Regional Park
- Los Cerritos Community Park
- Brookvale Park
- Brookvale Shopping Center
- Nicolet
- Deep Creek Park
- Accinelli Park
- Cerruti Park
- Regents Union Landing Park
- Pioneer Park and School
- Delaine Easton Elementary School
- Ponderosa Cove Park
- Seabreeze Park
- Mariner Park
- Courthouse Landing Park
- Kaiser Permanente
- Old Alvarado/ Cesar Chavez Park
- Post Office
- Alvarado Elementary School
- Itliong-Vera Cruz Middle School
- Holly Center
- Sports Center
- Mariner Park
- Courthouse Landing Park
- Kaiser Permanente

Scale:

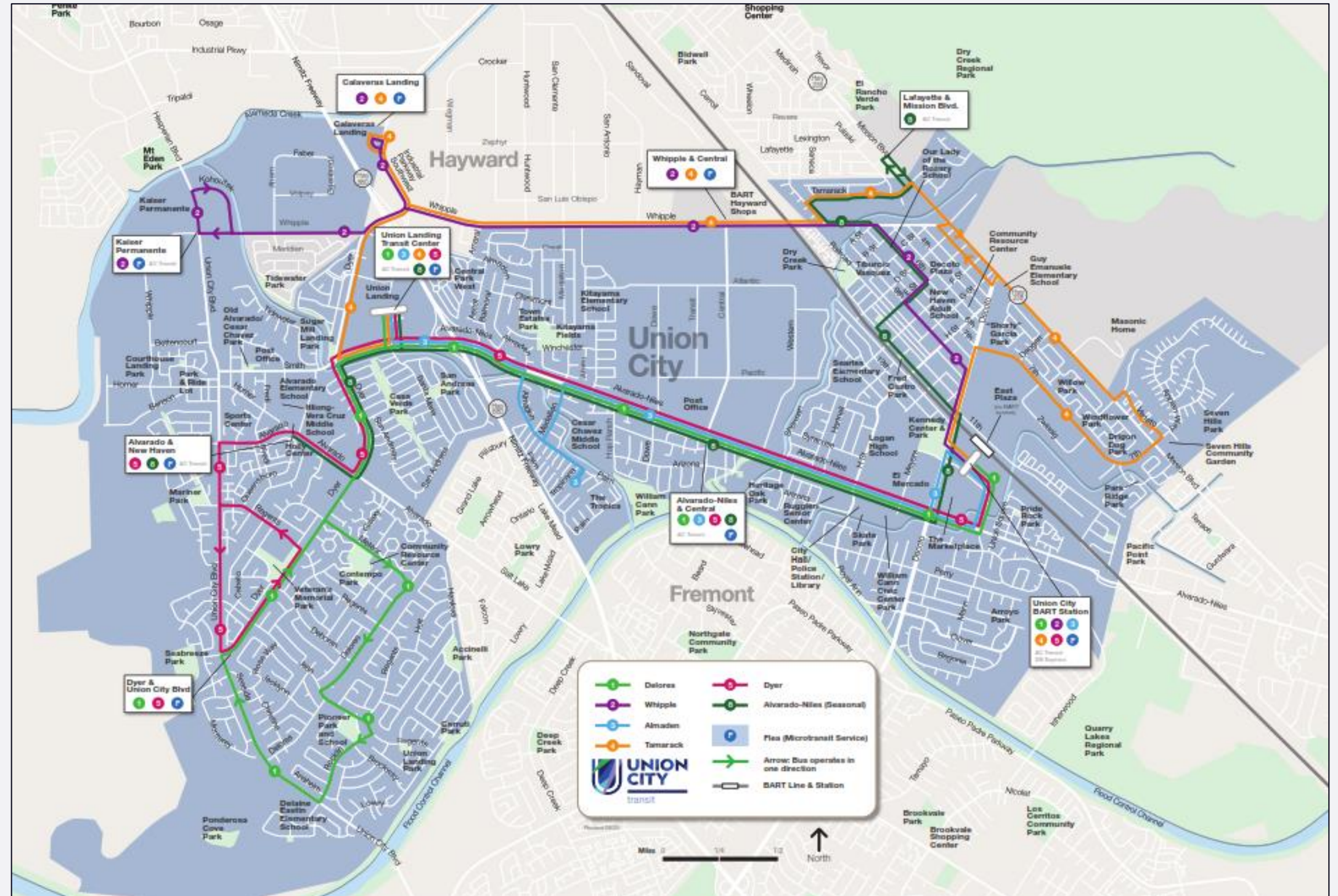
Miles 0 1/4 1/2

North

Revised 06/24

| 2025 Service Map

Union City Transit & Flea Service Area



RESOLUTION NO. 2025-XXX

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF UNION CITY APPROVING UNION CITY TRANSIT FALL 2025 SERVICE CHANGES EFFECTIVE SATURDAY, AUGUST 9, 2025

WHEREAS, in the wake of the Novel Coronavirus (COVID-19) Pandemic, the Metropolitan Transportation Commission (MTC) has taken the lead on a Transit Transformative Action Plan (TTAP) to increase collaboration and connectivity amongst the San Francisco Bay Area operators through Regional Network Management (RNM); and

WHEREAS, connectivity amongst operators is recommended to happen through local or sub-regional operator connections with regional operators, and in Union City, Union City Transit coordinates its schedule to connect with Bay Area Rapid Transit District (BART) trains arriving or departing at the station; and

WHEREAS, BART will implement a new schedule starting on Monday, August 11, 2025; and

WHEREAS, Union City Transit will take this opportunity to realign its service schedule to connect with the new BART schedules as well as further expand the Union City Flea microtransit pilot service; and

WHEREAS, the new weekday schedule will start at 4:35 AM and end at 10:25 PM, and the new weekend schedule will start at 7:04 AM and end at 7:51 PM; and

WHEREAS, the service changes put forth were included in the pricing of the MV Transportation, Inc. (MV Transit) operations and maintenance contract awarded on March 14, 2023, and MV Transit's pricing was used in the development of Union City Transit's funding in the approved Biennial Budget for FY 2025-2026 and FY 2026-2027, so there is no anticipated cost increase to Union City Transit.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Union City hereby adopts a resolution approving Union City Transit's Fall 2025 service changes, effective Saturday, August 9, 2025.

PASSED, APPROVED, AND ADOPTED by the City Council of the City of Union City at a regular meeting held on the 8th day of July 2025, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

APPROVED:

GARY SINGH
Mayor

ATTESTED:

APPROVED AS TO FORM:

THAI NAM N. PHAM
City Clerk

KRISTOPHER J. KOKOTAYLO
City Attorney



Agenda Item

DATE: 7/8/2025

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: JOAN MALLOY, CITY MANAGER

SUBJECT: CONDUCT A PUBLIC HEARING AND ADOPT A RESOLUTION DECLARING RESULTS OF AN ASSESSMENT BALLOT PROCEEDING FOR THE UNION LANDING PROPERTY AND BUSINESS IMPROVEMENT DISTRICT AND ADOPT A RESOLUTION RENEWING THE UNION LANDING PROPERTY AND BUSINESS IMPROVEMENT DISTRICT FOR A PERIOD OF FIVE YEARS AND LEVY AND COLLECT ASSESSMENTS FOR FISCAL YEAR 2025-2026 WITHIN SUCH DISTRICT PURSUANT TO THE PROPERTY AND BUSINESS IMPROVEMENT DISTRICT LAW OF 1994, PART 7 OF DIVISION 18 OF THE CALIFORNIA STREETS AND HIGHWAYS CODE

EXECUTIVE SUMMARY

The Union Landing property owners have declared their intention to again renew the Union Landing Property and Business Improvement District (PBID) for a five-year period (FY 2025-2026 through FY 2029-2030). The City Council adopted a resolution of intent to renew the PBID and set a public hearing date of July 8, 2025. Staff recommends the City Council hold the public hearing, and have the City Clerk tabulate the ballots. Following tabulation, staff recommends the City Council adopt the attached resolution declaring the results of the ballot tabulation (Attachment 1) and, provided that a majority protest does not exist, adopt the attached resolution renewing the PBID for a five-year period and levying and collecting assessments for FY 25/26 (Attachment 2). The PBID Management Plan and Engineer's Report, which the renewal is based on, is attached to this staff report (Attachment 2, Exhibit A). Also attached is a 5-year re-cap of the PBID/ULPOA accomplishments (Attachment 3).

STRATEGIC PLAN ALIGNMENT

This agenda item is aligned with the following:

Goal C, Strategy 4: Enhance the City's partnership with Union Landing property owners and tenants to grow the vitality of the business district and revenue to the City.

BACKGROUND

The Union Landing PBID includes parcels located in the Union Landing Shopping Center. The center is generally bounded by Interstate 880 to the east, Whipple Road to the north, Dyer Street to the west and Alvarado-Niles Road to the south.

The City Council approved the formation of the Union Landing PBID pursuant to the Property and Business Improvement District Law of 1994, California Streets and Highway Code Sections 36600 et seq in 2004 for a one-year period. Since its initial formation, the PBID has been renewed multiple times, each for a three-year term up to the most recent renewal in 2020, which was for a term of five years.

The PBID has provided funding for security and marketing services, administration, and the operation of a police substation in the shopping center. The current PBID term ends June 30, 2025. Consistent with prior years, the City hired NBS to assist with the PBID formation process.

The Union Landing Property Owners Association (ULPOA) Board of Directors and City staff have worked diligently to support post-pandemic recovery of businesses located at the center. Those efforts have included improvement of gateway walls at the entrances to the center; upgraded median landscaping, and renovation of the freeway pylon sign. These improvements along with installation of banners, web page management, a social media program, and seasonal events have positioned the center as a regional retail "powerhouse." With no big box vacancies and top sales

tax performance, the center is a significant asset to the City. Attached is a recap of the prior PBID/ULPOA accomplishments (Attachment 3).

DISCUSSION

The Union Landing property owners have declared their intention at a meeting that took place on June 12, 2025 to renew the Union Landing PBID for a five-year period (FY 2025-26 through FY 2029-30). The PBID would continue to provide funding for three dedicated full-time sworn Union City police officers at Union Landing, the police substation rental, and supplies for the officers. In addition, a marketing program will continue to provide marketing and promotional efforts such as digital marketing, center signage, and banners.

As part of the renewal, funding was added to the budget to transition management of the PBID to Community Strong Strategies (CSS), an experienced manager of PBIDs throughout the state. City staff will work closely with CSS to ensure a smooth transition during the 6-month transition period from July 1, 2025 through December 31, 2025, with CSS fully taking over administration duties starting January 1, 2026. Administration of the PBID was previously handled by Economic Development staff. During this PBID cycle, the assessment calendar will shift from a fiscal year to a calendar year to better align with property tax assessments and the income tax filings. This will also align with the calendar for CSS's administration duties.

The City Council has declared its intention to renew the PBID (Resolution No. 2025-060) and called for a public hearing and assessment ballot proceeding for the PBID formation to support and/or protest the five-year renewal. As part of the renewal process, each property owner in the PBID was mailed a ballot. The ballots are weighted according to the proportional financial obligation of each affected parcel. A majority protest exists if, upon the conclusion of the public hearing, weighted ballots submitted in opposition to the assessment exceed the weighted ballots submitted in favor of the assessment. Provided a majority protest does not exist, the City Council may renew the District.

At the public hearing, interested persons will be allowed to "hear and be heard." At the close of the public hearing, assessment ballots will be tabulated. The City Council will then declare the results of the Assessment Ballot Proceedings for the PBID and, if there are no majority protests, may adopt the attached resolution (Attachment 2) to renew the PBID and to levy and collect assessments for Fiscal Year 2025-2026.

The City of Union City as an owner of the Union City Transit Center (APN: 463-014-002-00) is assessed as part of the PBID and is eligible to cast a ballot. The City Council, at their June 24, 2025 meeting authorized the City Manager to cast an assessment ballot on behalf of the City in support of the renewal.

FISCAL IMPACT

In the first year, the PBID assessment will provide funding, for the above-mentioned activities/services, in the amount of \$1,615,471.62. This amount is paid for by the property owners and is referred to as the "special benefit." The Management Plan (Attachment 2, Exhibit A) includes a table showing the breakdown of what each property owner is required to pay broken down by parcel. The Union Landing Transit Center parcel is one of the parcels assessed as part of the special benefit. The City is estimated to pay approximately \$750 for this parcel in the first year. Other City-owned parcels, which accommodate roadways, are included in the table but not assessed. In addition, the City will contribute \$75,399.35 to cover the "general benefit" conferred by the services. General benefit is defined as the benefit to the public at large resulting from the services to be provided by the assessments levied, which must be paid for by the City. Beginning in the second year, the special benefit assessments will be \$1,214,674.99 and the general benefit assessment will be \$54,208.05. Staff does not have an estimate for its portion of the special benefit for the second year, but it will be reduced. The second-year assessments reflect the removal of the additional six months of costs included in the first year. As stated previously, the assessment calendar will shift from a fiscal year to a calendar year to better align with property tax assessments and the income tax filings. The second-year assessments also reflect a four percent increase from the prior year, which the Board and the City can add to address increases in costs. A four percent increase can also be added to each subsequent year.

RECOMMENDATION

Staff recommends that the City Council hold the Public Hearing, then have the City Clerk tabulate the assessment ballots. Upon assessment ballot tabulation, staff recommends the City Council adopt the attached resolution declaring the results of the ballot tabulation (Attachment 1) and, if a majority protest does not exist, adopt the attached resolution (Attachment 2) renewing the PBID and levying and collecting assessments for FY 2025-2026.






Prepared by:

Gloria Ortega, Economic Development Manager

Submitted by:

Carmela Campbell, Economic and Community Development Director

ATTACHMENTS:

Description		Type
	Attachment 1 - Draft Resolution - FBID Ballot Tabulation Results	Resolution
	Attachment 2 - Draft Resolution - FBID Renewal	Resolution
	Exhibit A - Management Plan and Engineer's Report	Exhibit
	Attachment 3- FBID 5 Year Recap	Attachment
	PowerPoint Presentation	Attachment

RESOLUTION NO. 2025-XXX

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF UNION CITY DECLARING THE RESULTS OF AN ASSESSMENT BALLOT PROCEEDING FOR THE UNION LANDING PROPERTY AND BUSINESS IMPROVEMENT DISTRICT AND APPROVING CERTAIN ACTIONS

WHEREAS, the City Council of the City of Union City (hereafter referred to as the “City Council”) pursuant to the provisions of the Property and Business Improvement District Law of 1994, Part 7 of Division 18 of the Streets and Highways Code of California (hereafter referred to as the “Act”), did by previous Resolutions, complete proceedings for the formation and subsequent renewal of the Union Landing Property and Business Improvement District (hereafter referred to as the “District”); and

WHEREAS, the City Council did by previous Resolution declare its intention to renew the District, approve the District’s Management District Plan and Engineer’s Report (which are on file with the City Clerk), call an assessment ballot proceeding, and provide notice of a public hearing; and

WHEREAS, the City Council called and duly held a public hearing and an assessment ballot proceeding for the District pursuant to the Act and the California Constitution Article XIII D, for the purpose of presenting to the qualified property owners within the District the annual levy of assessments and maximum annual assessments over the five year period to pay for the costs and expenses associated with and authorized for the District as outlined in the Management District Plan and Engineer’s Report; and

WHEREAS, notices of such hearing accompanied by assessment ballot materials were regularly mailed to each such record owner in the time, form and manner required by the Assessment Law, a full hearing has been given, and at this time all assessment ballots submitted pursuant to the Assessment Law have been tabulated by the tabulation official appointed by the City (the “Tabulation Official”), pursuant to the terms and provisions of the Property and Business Improvement District Law of 1994, Part 7 of Division 18 of the Streets and Highways Code of California (hereafter referred to as the “Act”), Article XIID of the Constitution of the State of California (“Article XIID”) and the Proposition 218 Omnibus Implementation Act (Government Code Section 53750 and following) (“Proposition 218” and, together with the 1972 Act and Article XIID, the “Assessment Law”); and,

WHEREAS, the Tabulation Official has prepared and submitted to this legislative body a Certificate of Tabulation Official and Statement of Assessment Ballots Submitted (the “Certificate of the Tabulation Official”), a copy of which is attached as Exhibit A hereto and incorporated herein by this reference, which reflects the results of the tabulation of the assessment ballots; and

WHEREAS, the City Council is now satisfied with the assessment and all matters contained in the Engineer’s Report as submitted.

NOW, THEREFORE BE IT RESOLVED:

- 1. Recitals.** The above recitals are true and correct.

- 2. Canvass of Ballots.** The canvass of the ballots cast in the Assessment District at the assessment ballot proceeding held on July 8, 2025, is hereby approved and confirmed. Assessment ballots were mailed, as required by the Assessment Law, to the record owners of all properties proposed to be assessed within the District. The assessment ballots that were completed and received by the City Clerk, prior to the close of the Public Hearing, have been tabulated in accordance with the procedures established under the Assessment Law and the results of such tabulation have been submitted to this City Council.
- 3. Ballot Results.** This City Council hereby finds that the assessment ballots submitted in favor of the levy of assessments exceed the assessment ballots submitted in opposition to such levy as weighted by assessment amount in accordance with the Assessment Law. Therefore, no majority protest to the levy of assessments within the Assessment District has been found to exist. The City Clerk is hereby directed to enter this Resolution on the minutes of the City Council which shall constitute the official declaration of the result of such assessment ballot proceeding. This Resolution shall become effective immediately upon its adoption. The City Clerk shall certify the adoption of this Resolution.

PASSED, APPROVED, AND ADOPTED by the City Council of the City of Union City at a regular meeting held on July 8, 2025, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

APPROVED:

GARY SINGH
Mayor

ATTESTED:

APPROVED AS TO FORM:

THAI NAM N. PHAM
City Clerk

KRISTOPHER J. KOKOTAYLO
City Attorney

Attachments:

1. Exhibit A – Certificate of Tabulation Official and Statement of Assessment Ballots Statements

Exhibit A

**Certificate of Tabulation Official
and
Statement of Assessment Ballots Submitted**

STATE OF CALIFORNIA)
COUNTY OF ALAMEDA) ss.
CITY OF UNION CITY)

The undersigned, the duly authorized tabulation official appointed by the City Council of the City of Union City, DOES HEREBY CERTIFY that pursuant to the provisions of Article XIID of the Constitution of the State of California and the Proposition 218 Omnibus Implementation Act (Government Code Section 53750 and following), I did tabulate the assessment ballots timely submitted in the assessment ballot proceedings pertaining to the Union Landing Property and Business Improvement District.

I FURTHER CERTIFY that this Statement of Assessment Ballots Received shows the assessment ballots submitted in favor of the proposed assessment and the assessment ballots submitted in opposition to the proposed assessment, each total weighted according to the financial obligation of the affected properties for which the assessment ballots were submitted.

Total assessment ballots distributed	30
Total assessment ballots received	
Assessment ballots received <u>in favor</u> of the proposed assessment:	
Weighted value of assessment ballots received <u>in favor</u> of the proposed assessment	
Assessment ballots received <u>in opposition</u> to the proposed assessment:	
Weighted value of assessment ballots received <u>in opposition</u> to the proposed assessment	

This certification is executed this _____ day of _____, 2025 in _____, California.

By: _____

Title: _____

RESOLUTION NO. 2025-XXX

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF UNION CITY RENEWING THE UNION LANDING PROPERTY AND BUSINESS IMPROVEMENT DISTRICT AND TO LEVY AND COLLECT ASSESSMENTS FOR FISCAL YEAR 2025/26 WITHIN SUCH DISTRICT PURSUANT TO THE PROPERTY AND BUSINESS IMPROVEMENT DISTRICT LAW OF 1994, PART 7 OF DIVISION 18 OF THE CALIFORNIA STREETS AND HIGHWAYS CODE

WHEREAS, the City Council of the City of Union City (hereafter referred to as the “City Council”) pursuant to the provisions of the Property and Business Improvement District Law of 1994, Part 7 of Division 18 of the Streets and Highways Code of California (hereafter referred to as the “Act”), did by previous Resolutions, complete proceedings for the formation and subsequent renewal of the Union Landing Property and Business Improvement District (hereafter referred to as the “District”); and

WHEREAS, the City Council did by previous Resolution declare its intention to renew the District, approve the District’s Management District Plan and Engineer’s Report, which is Labeled **Exhibit A**, attached hereto and made a part hereof, call an assessment ballot proceeding and provide notice of a public hearing; and

WHEREAS, the City Council called and duly held a public hearing and an assessment ballot proceeding for the District pursuant to the Act and the California Constitution Article XIII D, for the purpose of presenting to the qualified property owners within the District the annual levy of assessments and maximum annual assessments over the five-year period to pay for the costs and expenses associated with and authorized for the District as outlined in the Management District Plan and Engineer’s Report; and

WHEREAS, the assessment ballot proceeding was conducted, with ballots present to qualified property owners of the District for receipt by the City Clerk on July 8, 2025, weighted according to the proportional financial obligation of each affected property, and the tabulation of said ballots returned by the property owners indicated no majority protest was made; and

WHEREAS, the City Council, pursuant to the Act did by previous Resolution appoint an owner’s association and this owner’s association shall cause to be prepared an annual Management District Plan regarding the District for the City Council’s approval.

NOW, THEREFORE BE IT RESOLVED, DETERMINED, AND ORDERED BY THE CITY COUNCIL AS FOLLOWS:

1. **Recitals.** The above recitals are true and correct.
2. **Resolution of Intention.** The Resolution of Intention was adopted on May 13, 2025 as Resolution No. 2025-060 with the following title: **“RESOLUTION OF THE CITY COUNCIL OF THE CITY OF UNION CITY DECLARING ITS INTENTION TO RENEW THE UNION LANDING PROPERTY AND BUSINESS IMPROVEMENT DISTRICT AND TO LEVY AND COLLECT ASSESSMENTS WITHIN SUCH DISTRICT**

PRUSUANT TO THE PROPERTY AND BUSINESS IMPROVEMENT DISTRICT LAW OF 1994, PART 7 OF DIVISION 18 OF THE CALIFORNIA STREETS AND HIGHWAYS CODE, CALLING AN ASSESSMNET BALLOT PROCEEDING AND ESTABLISHING A TIME AND PLACE FOR A PUBLIC HEARING”

- 3. Public Hearing and Ballot Proceeding.** Following notice duly given, the City Council held a full and fair Intent Meeting and Public Hearing on July 8, 2025, in the City Council Chambers in connection with the renewal of the District and the levy and collection of assessments and considered all oral and written statements, protests and communications made or filed by interested persons. The City has tabulated the assessment ballots returned by the close of the noticed public hearing and has determined that the property owners have approved the annual levy and collection of assessments and the property owners have approved the annual levy and collection of assessments and maximum assessments over a five-year period as outlined in the Management District Plan and Engineer’s Report in compliance with the Act and the California Constitution Article XIII D.
- 4. Activities and Improvements.** The City Council hereby orders the proposed activities and improvements for Fiscal Year 2025/26 to commence. The activities within the District are security, marketing, and administration. The activities are described more specifically in the Management District Plan.
- 5. Amendments.** The properties in the District established by this Resolution shall be subject to any amendments to the Act.
- 6. Funds.** The activities and improvements to be provided in the District will be funded by the levy of assessments. The revenue from the levy of assessments within the District shall not be used to provide activities or improvements outside the District or for any purpose other than the purposes specified in the resolution of intention.
- 7. Special Benefit.** Based upon its review of the Management District Plan and Engineer’s Report, copies of which have been approved by the City Council, and which are on file with the City Clerk and attached, the City Council hereby finds and determines that:
 - a) The parcels of land within the District will receive special benefits from the activities, improvements, and appurtenances to be provided by the District.
 - b) The District includes all of the lands so benefited and is inclusive of all parcels identified on the Assessment Diagram of the District contained in said documents.
 - c) The net amount to be assessed upon the lands within the District in accordance with the proposed budget for the period commencing July 1, 2025, and ending December 30, 2026, is apportioned by a formula and method with fairly distributes the net amount among all eligible parcels in proportion to the special benefits to be received by each parcel from the activities and improvements.
 - d) The assessments described in said documents are consistent with the assessments approved by the property owners in the District.

- 8. Assessment.** The assessment to be levied on property in the District pursuant to the method contained in the Management District Plan. The levy for the entire District for Fiscal Year 2025/26 is \$1,615,471.62. The maximum amount to be levied and collected for subsequent years may be increased by an amount not to exceed four percent per year. No bonds will be issued. The assessment is described more specifically in the Engineer's Report and Management District Plan. The City Council hereby orders the levy and collection of annual assessments.
- 9. Boundaries:** The District includes those parcels which are located in the commercial business center known as the Union Landing Center. The center is bounded by Interstate 880 to the east, Whipple Road to the north, Dyer Street to the West and Alvarado-Niles Road to the south. The District boundaries are described more specifically in the Management District Plan.
- 10. Fiscal Year 2025/26 Levy.** The adoption of this Resolution and recordation of the Notice of Assessment and Assessment Diagram constitute the District levy for the Fiscal Year commencing July 1, 2025 and ending June 30, 2030, as well as each Fiscal Year described in the Management District Plan.

PASSED, APPROVED, AND ADOPTED by the City Council of the City of Union City at a regular meeting held on this 8th day of July 2025 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

APPROVED:

GARY SINGH
Mayor

ATTESTED:

APPROVED AS TO FORM:

THAI NAM N. PHAM
City Clerk

KRISTOPHER J. KOKOTAYLO
City Attorney

Attachment:

1. District's Management District Plan and Engineer's Report

EXHIBIT A

CITY OF UNION CITY

Management District Plan For:

Union Landing Property and Business Improvement District

March 2025

Prepared by:



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1. EXECUTIVE SUMMARY

1.1 The Union Landing PBID

City of Union City (the City”) property owners in the Union Landing shopping center and the City Council (the “City Council”) of the City approved the formation of the Union Landing Property and Business Improvement District (the “PBID”) – a property and business improvement district pursuant to the Property and Business Improvement District Law of 1994, California Streets and Highway Code Sections 36600 et seq (the “1994 Act”) – in 2004 for a one-year period. Since formation, the PBID has been renewed multiple times, each previous renewal being for a three-year term. The PBID has provided funding for the operation of a police substation in the shopping center. In 2017, the PBID also included marketing services. In 2020, property owners in the PBID renewed the funding for both security and marketing services provided through the PBID for a five-year period. In 2025, property owners in the PBID will be provided with the opportunity to renew for another five-year period.

1.2 Goal of the Union Landing PBID

The goal of the PBID is to maintain the high quality entertainment and shopping environment of the Union Landing center, protect the safety of visitors, and provide businesses within the shopping center with valuable marketing efforts. The positive reputation of the center as a safe and enjoyable shopping and entertainment complex has allowed the center to maintain its position as a regional retail destination.

1.3 Boundaries

The Union Landing PBID includes those parcels which are located in the commercial business center known as the Union Landing Center. The center is generally bounded by Interstate 880 to the east, Whipple Road to the north, Dyer Street to the west and Alvarado-Niles Road to the south.

Please see Appendix A for the assessment diagram of the PBID.

1.4 Management District Plan Overview

The Management District Plan is the result of the work of property owners in the PBID and City staff dedicated to improving the Union Landing shopping Center. The Management District Plan includes an updated description of services, annual budget, assessment methodology, and district management guidelines.

2. DISTRICT AT A GLANCE

In 2004, property owners established the PBID for a one-year operational term. Based on the success of the services provided, property owners have renewed the PBID for additional three-year terms including the most recent renewal in 2017. In 2020, property owners in the PBID renewed the funding for both security and marketing services provided through the PBID for a five-year period.

2.1 Union Landing PBID Boundaries

The Union Landing PBID includes those parcels that are located in the commercial business center known as the Union Landing Center. The center is generally bounded by Interstate 880 to the east, Whipple Road to the north, Dyer Street to the West and Alvarado-Niles Road to the south.

Refer to Appendix A for an assessment diagram that more fully provides a description of the PBID's boundaries and parcels within.

2.2 Services

The improvements, services, and activities provided in this Management District Plan include the provision of security services, marketing and promotional efforts and related management activities to support those efforts, as further described in Section 4, herein.

2.3 Annual Total Budget and Assessments

The total proposed annual operating budgets for Fiscal Year 2025/26 is \$1,386,076.05 for security services and \$304,776.00 for marketing services. This includes an additional six months of services as the PBID transitions to paying for services on a calendar year basis. Assessment revenue of \$1,316,772.67 and \$298,680.48, respectively provides 95.00% and 98.00%, respectively, of the annual operating budgets. The remaining portion of the annual operating budgets will be paid for by the City's general fund. The assessment calculation for each property utilizes a combination of dispatched police calls, building square footage and lot square footage. Section 6 of this Management District Plan provides a more detailed procedure of the annual assessment calculation.

2.4 Term

If renewed, assessments would be collected for five years (July 1, 2025, through June 30, 2030). Expenditure of those collected assessments can continue for up to six months after the end of the assessment collection period (December 31, 2030), at which point the PBID would terminate, if not renewed.

3. BACKGROUND

Property owners establish special assessment districts to provide a constant funding source for various improvements, services, and activities that benefit properties within a defined geographical area. The improvements, services, and activities can include providing enhanced cleaning and maintenance services, improving security, providing for marketing activities to promote and revitalize an area, and other programs found to benefit an area. The ongoing revenue stream for the improvements, services, and activities comes from the annual assessments funded by properties within the special assessment district. The process by which special assessment districts are formed is outlined below.

3.1 What is a Property and Business Improvement District (PBID)?

A PBID is a special assessment district that provides for the levy and collection of assessments on properties within a geographically defined area. Assessment revenue collected from the benefitting properties pays the costs associated with the improvements, services, and activities provided to the PBID area. Proceedings are conducted pursuant to Proposition 218, the “Right to Vote on Taxes Act” approved by California voters in 1996, which added Articles XIII C and XIII D to the California State Constitution (the “Assessment Law”) and the Property and Business Improvement District Law of 1994, California Streets and Highway Code Sections 36600 et seq (the “1994 Act”).

A PBID established under the Assessment Law and 1994 Act may be administered by an owners’ non-profit management corporation. The owners’ non-profit management corporation may administer or implement the improvements, services and activities specified in the management district plan. The City Council appointed PBID advisory board shall make a recommendation to the City Council on the expenditure of revenues derived from the levy of assessments. The advisory board shall also cause to be prepared a report of each fiscal year for which assessments are to be levied and collected. The annual report shall contain, but is not limited to, any proposed changes in the PBID boundaries or any benefit zones within the district; the improvement and activities to be provided for that fiscal year; an estimate of the cost of providing the improvements and the activities for that fiscal year; the method and basis of levying the assessment; the amount of any surplus or deficit revenues to be carried over from a previous fiscal year; and the amount of any contributions to be made from sources other than assessments levied pursuant to this part.

3.2 Establishing a PBID

The 1994 Act and Assessment Law provide the legal framework for establishing this PBID. As part of the formation proceedings, a Management District Plan is prepared in accordance with Section 36622 of the 1994 Act. The Management District Plan must contain, but is not limited to, the following required elements:

- a map, in sufficient detail to locate each assessed property within the PBID;
- the name of the PBID;
- the description of the boundaries, including any zones of benefit;
- the improvements, services, and activities to be funded for each year of operation, along with the maximum cost;

- the total annual amount to be expended, in each year of operation, for improvements, services, activities, maintenance, and operations;
- the proposed source(s) of financing, including the basis and method of levying the assessments, and whether or not bonds will be issued;
- the time and manner of collecting the assessments;
- the specific number of years in which the assessments will be levied;
- the time for implementation and completion of the Management District Plan;
- any rules and regulations applicable to the PBID; and
- a listing of the properties to be assessed along with the parcel number and the method by which expenses will be imposed upon benefitted real property in proportion to the benefit received.

3.3 PBID Name Designation

The name designation of this PBID is the Union Landing Property and Business Improvement District.

3.4 Timeline for Implementation and Completion of the District

The PBID assessment will be effective beginning July 1, 2025, and ending June 30, 2030. PBID operations will begin in July 1, 2025.

4. DESCRIPTION OF SERVICES

The PBID will provide for the ongoing provision of security services, marketing efforts and management activities all located within the boundaries of the PBID.

4.1 Security Services

The security team will consist of three sworn full-time Union City police officers who will patrol the PBID and will be responsible for coordinating their activities to deter crime, make arrests when necessary, warn and advise trespassers and pan handlers, and respond to visitor inquiries. The staffing will include three police officers who will be dedicated on a full-time basis to the PBID. In addition, the Union City Police Department will provide emergency response to supplement dedicated services on an as-needed basis. The leasing of office space is also included.

The work schedule of the dedicated officers will be determined by the Chief of Police based upon the recommendations of the Owner's Association of the PBID, the calls for service workload, general activity requiring increased police presence, Memorandum of Understanding with the Union City Police Officers Association, and with overall consideration of the general welfare of the entire PBID.

4.2 Marketing Program

Marketing in the PBID will generally consist of marketing and promotional efforts to maintain the visibility and desirability of Union Landing as a regional retail destination. These strategies include web page maintenance, digital campaigns, tenant engagement to support promotional efforts and can include events, center signage, banners, and murals. Marketing and promotional effort performance will be analyzed with findings and recommendations reported to the Owner's Association. Additionally, any conditions that would affect brand perception in Union Landing will be documented and communicated to property owners or managers.

4.3 Overhead

In addition to the costs to provide the PBID services mentioned above, the PBID will incur costs for City staff time and expense related to the programs mentioned above, as well as the management of the PBID. Professional management of the PBID by contract with a professional services contractor is also included. City staff time includes oversight and coordination of City provided services, annual tax roll preparation, and addressing property owner questions and concerns. These activities are directly related to the PBID and services within the PBID, and without them the services could not be efficiently provided on an ongoing basis.

5. ANNUAL AMOUNT TO BE COLLECTED & EXPENDED

5.1 Security Services Cost Estimate Budget

5.1.1 2025/26 SECURITY SERVICES BUDGET

The estimated security services cost budget for the first operating period of the PBID renewal (July 1, 2025 through December 31, 2026) is as follows:

Description	2025/26 Budget
Security Services Costs:	
Sworn Police Services Salaries	\$1,274,487.00
Vehicles and Equipment	36,244.50
Office Space Lease for Police Personnel	58,797.00
Supplies	16,548.00
Total Security Services and Incidental Costs	\$1,386,076.50

The 2025/26 estimated security services operating budget will be funded as follows:

Description of Revenue Source	2025/26 Revenue Amount
Assessment Revenue	\$1,316,793.34
Contributions for General Benefit (5.00% of Security Services Costs) ¹	69,303.83
Rounding	(20.67)
Total 2025/26 Annual Revenue	\$1,386,076.50

¹ Comprised of additional funds generated from sources other than assessments. Refer to Section 5 of this Engineer's Report for an explanation of General Benefit.

The 2025/26 budgets cover an 18-month period from July 1, 2025 through December 31, 2026 as the PBID transitions from funding on a fiscal year basis to a calendar year basis. Once that initial transition is complete, the PBID budget for 2026/27 will reflect the period of January 1, 2027 through December 31, 2027 as follows.

5.1.2 2026/27 SECURITY SERVICES BUDGET

Description	2026/27 Budget
Security Services Costs:	
Sworn Police Services Salaries	\$883,644.32
Vehicles and Equipment	25,129.52
Office Space Lease for Police Personnel	40,765.92
Supplies	11,473.28
Total Security Services and Incidental Costs	\$961,013.04

The 2026/27 estimated security services operating budget will be funded as follows:

Description of Revenue Source	2026/27 Revenue Amount
Assessment Revenue	\$912,962.39
Contributions for General Benefit (5.00% of Security Services Costs) ¹	48,050.65
Total 2026/27 Annual Revenue	\$961,013.04

¹ Comprised of additional funds generated from sources other than assessments. Refer to Section 5 of this Engineer's Report for an explanation of General Benefit.

5.1.3 2027/28, 2028/29, 2029/30 SECURITY SERVICES BUDGET

Each fiscal year beginning Fiscal Year 2027/28, the maximum allowable assessment rate per benefit point may increase by up to four percent (4.00%) based on demonstrated need and a recommendation by the Owners' Association in its annual report to the City and on City Council approval. The annual assessment cannot exceed the actual costs to operate the PBID in any given year.

Based upon a maximum possible annual assessment increase of 4.0%, beginning July 1, 2027, the total annual maximum assessment revenue each year for each of the five years is described in the following table:

Year	Fiscal Year	Total Maximum Annual Assessment Revenue ¹
1	2025/26	\$1,316,772.67
2	2026/27	912,962.39
3	2027/28	949,480.89
4	2028/29	987,460.13
5	2029/30	1,026,958.54

¹ Based upon assigned Benefit Points in FY 2025/26 which will remain the same for the five-year term of the PBID.

5.2 Marketing & Administration Program Cost Estimate Budget

5.2.1 2025/26 MARKETING & ADMINISTRATION PROGRAM SERVICES BUDGET

The estimated marketing and administration program cost budget for the first operating period of the PBID renewal (July 1, 2025 through December 31, 2026) is as follows:

Description	2025/26 Budget
Marketing & Administration Services Costs:	
Marketing Services	\$165,750.00
Administration Services Costs ¹	239,026.00
Marketing & Administration Contingency	50,000.00
Less Prior Year Rollover Funds	(150,000.00)
Total Marketing & Administration Services Costs	\$304,776.00

¹ Includes costs of City staff, PBID administration, and County Auditor/Controller fees.

The 2025/26 estimated marketing program operating budget will be funded as follows:

Description of Revenue Source	2025/26 Revenue Amount
Assessment Revenue	\$298,678.28
Contributions for General Benefit (2.00% of Marketing & Administration Services Costs)	6,095.52
Rounding	2.20
Total 2025/26 Annual Revenue	\$304,776.00

1 Comprised of additional funds generated from sources other than assessments. Refer to Section 5 of this Engineer's Report for an explanation of General Benefit.

The 2025/26 budgets cover an 18-month period from July 1, 2025 through December 31, 2026 as the PBID transitions from funding on a fiscal year basis to a calendar year basis. Once that initial transition is complete, the PBID budget for 2026/27 will reflect the period of January 1, 2027 through December 31, 2027 as follows.

5.2.2 2026/27 MARKETING & ADMINISTRATION PROGRAM SERVICES BUDGET

Description	2026/27 Budget
Marketing & Administration Services Costs:	
Marketing Services	\$114,920.00
Administration Services Costs	140,950.00
Marketing & Administration Contingency	52,000.00
Less Prior Year Rollover Funds	0.00
Total Marketing & Administration Services Costs	\$307,870.00

1 Includes costs of City staff, PBID administration, and County Auditor/Controller fees.

The 2026/27 estimated marketing program operating budget will be funded as follows:

Description of Revenue Source	2026/27 Revenue Amount
Assessment Revenue	\$301,712.60
Contributions for General Benefit (2.00% of Marketing & Administration Services Costs) ¹	6,157.40
Total 2026/27 Annual Revenue	\$307,870.00

1 Comprised of additional funds generated from sources other than assessments. Refer to Section 5 of this Engineer's Report for an explanation of General Benefit.

5.2.3 2027/28, 2028/29, 2029/30 MARKETING & ADMINISTRATION PROGRAM SERVICES BUDGET

Each fiscal year beginning Fiscal Year 2027/28, the maximum allowable assessment rate per benefit point may increase by up to four percent (4.00%) based on demonstrated need and a recommendation by the Owners' Association in its annual report to the City and on City Council approval. The annual assessment cannot exceed the actual costs to operate the PBID in any given year.

Based upon a maximum possible annual assessment increase of 4.0%, beginning July 1, 2027, the total annual maximum assessment revenue each year for each of the five years is described in the following table:

Year	Fiscal Year	Total Maximum Annual Assessment Revenue ¹
1	2025/26	\$298,680.48
2	2026/27	301,712.60
3	2027/28	313,781.11
4	2028/29	326,332.35
5	2029/30	339,385.65

1 Based upon assigned Benefit Points in FY 205/26 which will remain the same for the five-year term of the PBID.

6. METHOD OF ASSESSMENT

6.1 Sources of Funding

The levy and collection of annual assessments upon property within the PBID provides the primary funding source for the improvements, services, and activities previously outlined. As required by the Assessment Law, the City will also contribute funds toward that portion of costs related to general benefit conferred by the services.

The PBID will not issue bonds to finance any of the improvements, services, and activities provided by the PBID.

6.2 Basis of Assessment

The benefits provided to real property within the PBID relate to the improvements, services, and activities more fully described in Section 4, herein.

6.3 General Benefit Assignment

General benefit is a benefit to the public at large resulting from the implementation of PBID services. The amount of general benefit that conferred by from the PBID improvements, services, and activities cannot be funded by assessments within the PBID. It has been determined that 5.00% of the total benefits from the security services and 2.00% of the total benefits from the marketing services are considered to accrue to the public at large. Accordingly, 95.00% and 98.00% respectively of the benefits from the PBID improvements, services, and activities are considered to provide special benefits to the properties within the PBID and thus could be subject to assessment therein. Please see the City of Union City Union Landing Property and Business Improvement District Renewal Engineer's Report (the "Engineer's Report"), included as Appendix C, for a more detailed discussion of the calculation of the general benefit.

6.4 Special Benefit Point Assignment

Each of the parcels within the PBID receives a special benefit from the improvements. Each parcel that has a special benefit conferred upon it, as a result of the provision of improvements, services, and activities is identified and the proportionate special benefit derived by each identified parcel is determined in relationship to the total benefits.

The total costs of the improvements, services and activities less the amount of general benefit identified, will be assessed to the parcels within the PBID based on the benefit points assigned to each parcel. To assess special benefit appropriately, it is necessary to relate parcels of different land uses, lot size and building size. Please see the Engineer's Report, included as Appendix C, for a more detailed discussion of the special benefit point assignment.

Each parcel's land use is a factor that differentiates parcels based on the benefit received from the services within the PBID. Parcels with a commercial or industrial land use will be the basis for assigning benefit points since business is the focus of the service activities.

In addition to land use, the size of the parcel and size of the structure located on the parcel also need to be considered when assigning benefit points. A larger parcel with more building square footage has a greater level of benefit than a parcel that is smaller with less building square footage.

6.4.1 REDUCED FEAR OF CRIME BENEFIT POINTS

The reduced fear of crime benefit points are assigned as follows:

Reduced Fear of Crime Benefit Points	Per
2,750.00	Dispatched Call for Service
1.20	Building Square Foot
0.315	Lot Square Foot

6.4.2 INCREASED ECONOMIC ACTIVITY BENEFIT POINTS

The increased economic activity benefit points are assigned as follows:

Increased Economic Activity Benefit Points	Per
0.50	Building Square Foot

6.5 Parcel Factors

The method of apportioning benefit to parcels within the PBID reflects the proportional special benefit assigned to each property from the PBID improvements, services and activities based upon the various property characteristics for each parcel as compared to other properties within the PBID. As part of the special benefit analysis various property characteristics were analyzed including dispatched calls for service, lot square footage, building square footage, and land use. Given that the special benefits provided by the PBID improvements, services, and activities focus on reduced fear of crime benefit and increased economic activity benefit, it was determined that dispatched calls for service, lot square footage, and building square footage are the most appropriate parcel factors. Each parcel's dispatched calls for service, lot square footage and building square footage have been used as the primary assessment variables for the calculation and assignment of special benefit points.

6.5.1 LAND USE

Property in the PBID is primarily commercial business. One parcel in the PBID, APN 463 -0104-007-00, has been assigned a County Use Code of 4400 (Miscellaneous Industrial) as of January 2025. This parcel is currently the site of I Fly, an indoor skydiving venue, which is considered a commercial parcel for purposes of PBID classification.

A small number of parcels within the PBID are driveways, streets and signage. These parcels are deemed to receive no benefit from PBID services as they are connectors/signage for other properties and do not benefit from increased economic activity.

6.5.2 DISPATCHED CALLS FOR SERVICE

Dispatched calls for service is the primary factor in determining the reduced fear of crime benefit as the call volume indicates the use of police services.

6.5.3 LOT SQUARE FOOTAGE AND BUILDING SQUARE FOOTAGE

Building square footage and lot square footage are both secondary factors in determining reduced fear of crime benefit as they indicate the potential use of police services.

6.6 Total Benefit Points Calculation

The total Reduced Fear of Crime Benefit Points for the PBID at this time is 16,892,794.40.

The total Increased Economic Activity Benefit Points for the PBID at this time is 550,042.00.

6.7 Assessment Calculation

The method of assessment is discussed in detail in Engineer's Report and is summarized below:

**Total Security Services Costs to be Assessed / Total Reduced Fear of Crime Benefit Points =
Assessment Rate per Reduced Fear of Crime Benefit Point**

\$1,316,772.67 / 16,892,794.40 = \$0.07795

**Total Marketing & Administration Services Costs to be Assessed / Total Increased Economic Activity
Benefit Points = Assessment Rate per Increased Economic Activity Benefit Point**

\$298,680.48 / 550,042.00 = \$0.54301

6.8 Number of Years Assessments Will Be Levied

The proposed term for the PBID is set at five years. The City will levy assessments beginning Fiscal Year 2025/26 up through and including Fiscal Year 2029/30. Expenditure of collected assessments may continue for up to six months after June 30, 2030, if the district is not renewed. In order to authorize the levy and collection of assessments after Fiscal Year 2029/30, the City and Owners' Association will need to go through the renewal process pursuant to the Assessment Law and 1994 Act.

6.9 Time and Manner of Collecting Assessments

Each property owner pays a share of the cost of the PBID improvements, services, and activities based on an assessment formula. The payment is collected twice yearly, through the property tax bill. The PBID assessment, including any delinquent assessment and related interest and penalties, will be received by the Tax Collector of the County of Alameda. The Tax Collector shall transfer the assessment payments to the City for distribution to the PBID for the funding of the improvements, services, and activities described in this Management District Plan. Any assessment on a property that does not receive a property tax bill from the County of Alameda will be billed-directly by the City.

6.10 Appeals Process

Any property owner claiming that the amount or application of the assessment is not correct, including any factors determining the assessment, such as dispatched calls for service, lot square footage and building square footage may file a written notice of appeal with the City's Finance Director who shall promptly review the appeal, and if necessary, meet with the property owner, consider written and oral evidence regarding the amount of the assessment, including any factors determining the assessment, and decide the appeal. If the decision of the City's Finance Director requires the assessment to be modified or changed in favor of the property owner, a cash refund, limited to the prior years' assessment shall be paid to a property owner in excess of the difference between the amount actually assessed and paid by a property owner and the corrected rate as determined for the year prior to the filing of the appeal. A decision of the City's Finance Director shall be final and conclusive.

6.11 Assessor's Parcel Listing

Appendix B of this Management District Plan provides a listing of all of the Assessor's Parcels, including the Assessor's Parcel Number, businesses on the parcel, dispatched calls for service, lot square footage, building square footage, special benefit points and the total 2025/26 assessment.

7. DISTRICT MANAGEMENT

7.1 Union Landing PBID Owners' Association

The PBID owners' association, known as the "Union Landing Property Owners Association" (the "Owners' Association"), is a non-profit organization whose membership consists of all property owners within the PBID who pay an annual PBID assessment. The Owners' Association is governed by an advisory board (the "Advisory Board") whose membership is designed to represent stakeholders and areas of the PBID as well as property owners of various sizes.

7.2 Public Access

The Owners' Association is required to comply with specified state open meeting and public records laws, the Ralph M. Brown Act, commencing with Section 54950 of the Government Code, and the California Public Records Act, commencing with Section 6250 of the Government Code. Ralph M. Brown Act compliance is required when PBID business is heard, discussed, or deliberated, and the California Public Records Act compliance is required for all documents relating to PBID business.

7.3 Union Landing PBID Advisory Board

The powers and responsibilities of the Advisory Board are as follows:

- Review improvements, services, and activities provided and establish priorities for the upcoming Fiscal Year
- Submit an annual report to City

Each year, the Advisory Board shall prepare a report for each Fiscal Year, except the first year, for which assessments are levied and collected to pay the costs of the improvements, services, and activities described in the report. Each annual report must be filed with the City Clerk per Section 36650 of the 1994 Act; each report shall contain or provide, but not be limited to the following:

- Any proposed changes in the boundaries of the PBID or in any benefit zones within the district;
- The improvements, services, and activities to be provided for that fiscal year;
- An estimate of the cost of providing the improvements and the activities for that fiscal year;
- The method and basis of levying the assessment in sufficient detail to allow each real property owner to estimate the amount of the assessment to be levied against his or her property for that fiscal year;
- The amount of any surplus or deficit revenues to be carried over from a previous fiscal year;
- The amount of any contributions to be made from sources other than assessments levied pursuant to the 1994 Act.

The City Council may approve the annual report as filed, or the City Council may modify any particulars contained in the report, and then approve it as modified. Given the potential resulting impact to an assessment levy, any changes to the improvements, services, and/or activities require City Council approval. Any modification to the annual report shall be made pursuant to Section 36635 and 36636 of the 1994 Act.

However, the City Council cannot approve a change in the basis and method of levying assessments that would impair an authorized or executed contract to be paid from the revenues derived from the levy of assessments.

7.4 Dissolution

The PBID, when there is no indebtedness, outstanding and unpaid, incurred to accomplish any of the purposes of the PBID, may be disestablished by resolution by the City Council in either of the following circumstance:

- 1 If the City Council finds there has been misappropriation of funds, malfeasance, or a violation of law in connection with the management of the PBID, it shall notice a hearing on disestablishment.
- 2 During the operation of the PBID, there shall be a 30-day period each year in which assessed property owners may request disestablishment of the PBID. The first such period shall begin one year after the date of establishment of the PBID and shall continue for a 30-day period. The next such 30-day period shall begin two years after the date of the establishment of the PBID. Each successive year of operation of the PBID shall have such a 30-day period. Upon the written petition of the owners of real property in the area who pay 30 percent or more of the assessments levied, the City Council shall notice a hearing on disestablishment. The City Council shall notice a hearing on disestablishment.

The City Council shall adopt a resolution of intention to disestablish the PBID prior to the public hearing. The resolution shall state the reason for the disestablishment, shall state the time and place of the public hearing, and shall contain a proposal to dispose of any assets acquired with the revenues of the assessments levied within the PBID. The public hearing shall be held not less than 30-days or more than 60-days after the adoption of the resolution of intention.

Upon the disestablishment of the PBID, any remaining revenues derived from the levy of assessments, or any revenues derived from the sale of assets acquired with the revenues, shall be refunded to the owners of the property then located and operating within the PBID in which assessments were levied by applying the same method and basis that was used to calculate the assessments levied in the fiscal year in which the district was disestablished. If the disestablishment occurs before and assessment is levied for the fiscal year, the method and basis that was used to calculate the assessment levied in the immediate prior fiscal year shall be used to calculate the amount of refund.

8. APPENDICES

APPENDIX A – ASSESSMENT DIAGRAM

ASSESSMENT DIAGRAM
CITY OF UNION CITY
UNION LANDING PROPERTY AND BUSINESS IMPROVEMENT DISTRICT

CITY OF UNION CITY
COUNTY OF ALAMEDA
STATE OF CALIFORNIA



ID	APN
1	463 -0060-012-10
2	463 -0060-012-14
3	463 -0060-013-07
4	463 -0060-015-11
5	463 -0060-015-13
6	463 -0060-021-03
7	463 -0060-022-05
8	463 -0060-029-00
9	463 -0060-030-00
10	463 -0060-031-00
11	463 -0060-032-00
12	463 -0060-034-00
13	463 -0060-035-01
14	463 -0060-035-02
15	463 -0060-036-00
16	463 -0060-037-00
17	463 -0060-038-00
18	463 -0060-039-00
19	463 -0060-040-00
20	463 -0060-041-01
21	463 -0060-042-00
22	463 -0060-043-00
23	463 -0060-045-02
24	463 -0060-046-00
25	463 -0060-047-01
26	463 -0060-047-02
27	463 -0060-048-00
28	463 -0060-049-00
29	463 -0060-050-00
30	463 -0060-051-00
31	463 -0060-052-00
32	463 -0060-053-00
33	463 -0060-054-00
34	463 -0104-001-00
35	463 -0104-002-00
36	463 -0104-003-00
37	463 -0104-004-00
38	463 -0104-006-00
39	463 -0104-007-00
40	463 -0104-008-00

FILED IN THE OFFICE OF THE CITY CLERK, CITY OF UNION CITY, THIS _____ DAY OF _____, 20__.

CITY CLERK
CITY OF UNION CITY

FILED IN THE OFFICE OF THE SUPERINTENDENT OF STREETS THIS _____ DAY OF _____, 20__.

SUPERINTENDENT OF STREETS
CITY OF UNION CITY

ASSESSMENTS WERE LEVIED BY THE CITY COUNCIL OF THE CITY OF UNION CITY ON THE LOTS, PIECES AND PARCELS OF LAND SHOWN ON THIS ASSESSMENT DIAGRAM. SAID ASSESSMENTS WERE LEVIED ON THE _____ DAY OF _____, 20__, AND THE ASSESSMENT DIAGRAM AND THE ASSESSMENT ROLL WERE RECORDED IN THE OFFICE OF THE SUPERINTENDENT OF STREETS OF THE CITY OF UNION CITY ON THE _____ DAY OF _____, 20__. REFERENCE IS HEREBY MADE TO THE ASSESSMENT ROLL RECORDED IN THE OFFICE OF THE SUPERINTENDENT OF STREETS FOR THE EXACT AMOUNT OF EACH ASSESSMENT LEVIED AGAINST EACH PARCEL OF LAND SHOWN ON THIS ASSESSMENT DIAGRAM.

CITY CLERK
CITY OF UNION CITY

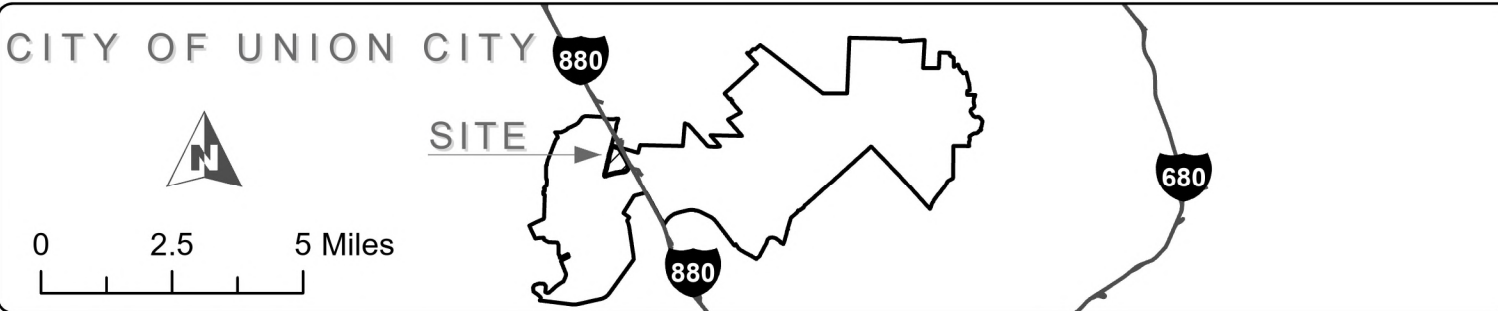
FILED THIS _____ DAY OF _____, 20__, AT THE HOUR OF _____ O'CLOCK __M., IN BOOK _____ AT PAGE _____ OF MAPS OF ASSESSMENT AND COMMUNITY FACILITIES DISTRICTS IN THE OFFICE OF THE COUNTY RECORDER OF THE COUNTY OF ALAMEDA, STATE OF CALIFORNIA.

DEPUTY
COUNTY RECORDER
COUNTY OF ALAMEDA

DOCUMENT NO. _____

NOTES:

1. FOR PARTICULARS OF THE LINES AND DIMENSIONS OF ASSESSORS PARCELS, REFERENCE IS MADE TO THE MAPS OF THE ASSESSOR OF THE COUNTY OF ALAMEDA.



Source: Alameda County GIS
Geographic Coordinate Reference: GCS North American 1983
Projection: NAD 1983 StatePlane California III FIPS 0403 Feet

APPENDIX B – ASSESSOR’S PARCEL LISTING

Assmnt ID	APN	Owner Name	Dispatched Police Calls	Building Square Footage	Lot Square Footage	Reduced Fear of Crime Benefit Points & Assessment						Increased Economic Activity Benefit Points & Assessment				TOTAL PBID ASSESSMENT
						Dispatched Police Calls BP	Building Size BP	Parcel Size BP	Total Reduced Fear of Crime BP	Rate Per Reduced Fear BP	Reduced Fear of Crime Assmnt	Building Size BP	Total Economic Activity BP	Rate per Economic Activity BP	Economic Activity Assmnt	
1	463 -0060-012-10	BARBIERI VITTORE A & ANNA M TRS	36	12,280	73,774	99,000	14,736.00	23,238.81	136,974.81	0.07795	10,677.19	6,140.00	6,140.00	0.54301	3,334.08	14,011.27
2	463 -0060-012-14	CITY OF UNION CITY	0	0	0	0	0.00	0.00	0.00	0.07795	0.00	0.00	0.00	0.54301	0.00	0.00
3	463 -0060-013-07	K&P LAU FAMILY LP	17	5,760	60,034	46,750	6,912.00	18,910.71	72,572.71	0.07795	5,657.04	2,880.00	2,880.00	0.54301	1,563.87	7,220.91
4	463 -0060-015-11	DYER TRIANGLE LLC	66	20,603	106,316	181,500	24,723.60	33,489.54	239,713.14	0.07795	18,685.64	10,301.50	10,301.50	0.54301	5,593.82	24,279.46
5	463 -0060-015-13	DYER TRIANGLE LLC	323	65,668	231,864	888,250	78,801.60	73,037.16	1,040,088.76	0.07795	81,074.92	32,834.00	32,834.00	0.54301	17,829.19	98,904.11
6	463 -0060-021-03	DYER TRIANGLE LLC	218	31,714	235,289	599,500	38,056.80	74,116.04	711,672.84	0.07795	55,474.90	15,857.00	15,857.00	0.54301	8,610.51	64,085.41
7	463 -0060-022-05	KPDT ENTERPRISES LLC	189	68,433	224,694	519,750	82,119.60	70,778.61	672,648.21	0.07795	52,432.93	34,216.50	34,216.50	0.54301	18,579.90	71,012.83
8	463 -0060-029-00	VIRAY CHRISTOPHER	9	3,137	7,528	24,750	3,764.40	2,371.32	30,885.72	0.07795	2,407.54	1,568.50	1,568.50	0.54301	851.71	3,259.25
9	463 -0060-030-00	VIDEO ONLY INC	0	0	0	0	0.00	0.00	0.00	0.07795	0.00	0.00	0.00	0.54301	0.00	0.00
10	463 -0060-031-00	WAL-MART REAL ESTATE BUSINESS TRUST	810	146,645	696,352	2,227,500	175,974.00	219,350.88	2,622,824.88	0.07795	204,449.20	73,322.50	73,322.50	0.54301	39,814.85	244,264.05
11	463 -0060-032-00	DYER UNION LANDINGS LLC	26	13,674	67,008	71,500	16,408.80	21,107.52	109,016.32	0.07795	8,497.82	6,837.00	6,837.00	0.54301	3,712.56	12,210.38
12	463 -0060-034-00	VIDEO ONLY INC	85	23,500	88,209	233,750	28,200.00	27,785.84	289,735.84	0.07795	22,584.91	11,750.00	11,750.00	0.54301	6,380.37	28,965.28
13	463 -0060-035-01	CITY OF UNION CITY	0	0	0	0	0.00	0.00	0.00	0.07795	0.00	0.00	0.00	0.54301	0.00	0.00
14	463 -0060-035-02	VIDEO ONLY INC	35	15,125	75,588	96,250	18,150.00	23,810.22	138,210.22	0.07795	10,773.49	7,562.50	7,562.50	0.54301	4,106.51	14,880.00
15	463 -0060-036-00	BRE ESA P PORTFOLIO LLC	227	55,684	106,637	624,250	66,820.80	33,590.66	724,661.46	0.07795	56,487.36	27,842.00	27,842.00	0.54301	15,118.48	71,605.84
16	463 -0060-037-00	SOUTHVIEW PEAK LLC	60	6,526	49,014	165,000	7,831.20	15,439.41	188,270.61	0.07795	14,675.69	3,263.00	3,263.00	0.54301	1,771.84	16,447.53
17	463 -0060-038-00	ROBERT SWANSON FAMILY PTP	54	7,255	59,068	148,500	8,706.00	18,606.42	175,812.42	0.07795	13,704.58	3,627.50	3,627.50	0.54301	1,969.77	15,674.35
18	463 -0060-039-00	AUSTIN CRAVINGS UNION LANDING LLC	17	10,912	34,037	46,750	13,094.40	10,721.66	70,566.06	0.07795	5,500.62	5,456.00	5,456.00	0.54301	2,962.66	8,463.28
19	463 -0060-040-00	DYER TRIANGLE LLC	0	0	0	0	0.00	0.00	0.00	0.07795	0.00	0.00	0.00	0.54301	0.00	0.00
20	463 -0060-041-01	DYER TRIANGLE LLC	271	129,069	193,842	745,250	154,882.80	61,060.23	961,193.03	0.07795	74,925.00	64,534.50	64,534.50	0.54301	35,042.88	109,967.88
21	463 -0060-042-00	DYER TRIANGLE LLC	403	23,058	443,189	1,108,250	27,669.60	139,604.54	1,275,524.14	0.07795	99,427.11	11,529.00	11,529.00	0.54301	6,260.36	105,687.47
22	463 -0060-043-00	DYER TRIANGLE LLC	86	25,747	103,452	236,500	30,896.40	32,587.38	299,983.78	0.07795	23,383.74	12,873.50	12,873.50	0.54301	6,990.44	30,374.18
23	463 -0060-045-02	PAPPAS UNION CITY NO 2 LP	79	3,179	47,421	217,250	3,814.80	14,937.62	236,002.42	0.07795	18,396.39	1,589.50	1,589.50	0.54301	863.11	19,259.50
24	463 -0060-046-00	PAPPAS UNION CITY NO 2 LP	412	159,284	490,050	1,133,000	191,140.80	154,365.75	1,478,506.55	0.07795	115,249.59	79,642.00	79,642.00	0.54301	43,246.40	158,495.99
25	463 -0060-047-01	CITY OF UNION CITY	0	0	0	0	0.00	0.00	0.00	0.07795	0.00	0.00	0.00	0.54301	0.00	0.00
26	463 -0060-047-02	PAPPAS UNION CITY NO 2 LP	351	46,161	166,101	965,250	55,393.20	52,321.82	1,072,965.02	0.07795	83,637.62	23,080.50	23,080.50	0.54301	12,532.94	96,170.56
27	463 -0060-048-00	PAPPAS UNION CITY NO 2 L P	30	17,037	70,132	82,500	20,444.40	22,091.58	125,035.98	0.07795	9,746.55	8,518.50	8,518.50	0.54301	4,625.63	14,372.18
28	463 -0060-049-00	PAPPAS UNION CITY NO 2 LP	503	39,774	132,858	1,383,250	47,728.80	41,850.27	1,472,829.07	0.07795	114,807.03	19,887.00	19,887.00	0.54301	10,798.84	125,605.87
29	463 -0060-050-00	PAPPAS UNION CITY 2 L P	305	28,105	114,563	838,750	33,726.00	36,087.35	908,563.35	0.07795	70,822.51	14,052.50	14,052.50	0.54301	7,630.65	78,453.16
30	463 -0060-051-00	PAPPAS UNION CITY NO 2 L P	141	38,561	159,662	387,750	46,273.20	50,293.53	484,316.73	0.07795	37,752.49	19,280.50	19,280.50	0.54301	10,469.50	48,221.99
31	463 -0060-052-00	CITY OF UNION CITY	0	0	0	0	0.00	0.00	0.00	0.07795	0.00	0.00	0.00	0.54301	0.00	0.00
32	463 -0060-053-00	LOTUS HOTELS UNION CITY INC	199	38,998	72,360	547,250	46,797.60	22,793.40	616,841.00	0.07795	48,082.76	19,499.00	19,499.00	0.54301	10,588.15	58,670.91
33	463 -0060-054-00	LOTUS HOTELS UNION LANDING INC	179	56,328	47,021	492,250	67,593.60	14,811.62	574,655.22	0.07795	44,794.37	28,164.00	28,164.00	0.54301	15,293.33	60,087.70
34	463 -0104-001-00	CITY OF UNION CITY	0	0	0	0	0.00	0.00	0.00	0.07795	0.00	0.00	0.00	0.54301	0.00	0.00
35	463 -0104-002-00	CITY OF UNION CITY	1	798	9,967	2,750	957.60	3,139.61	6,847.21	0.07795	533.74	399.00	399.00	0.54301	216.66	750.40
36	463 -0104-003-00	CITY OF UNION CITY	0	0	0	0	0.00	0.00	0.00	0.07795	0.00	0.00	0.00	0.54301	0.00	0.00
37	463 -0104-004-00	CITY OF UNION CITY	0	0	0	0	0.00	0.00	0.00	0.07795	0.00	0.00	0.00	0.54301	0.00	0.00
38	463 -0104-006-00	H & S ENERGY LLC	22	1,572	21,902	60,500	1,886.40	6,899.13	69,285.53	0.07795	5,400.81	786.00	786.00	0.54301	426.81	5,827.62
39	463 -0104-007-00	SKY VENTURE SILICON VALLEY LLC	28	5,497	9,508	77,000	6,596.40	2,995.02	86,591.42	0.07795	6,749.80	2,748.50	2,748.50	0.54301	1,492.46	8,242.26
40	463 -0104-008-00	CITY OF UNION CITY	0	0	0	0	0.00	0.00	0.00	0.07795	0.00	0.00	0.00	0.54301	0.00	0.00
			5,182	1,100,084	4,197,440	14,250,500	1,320,100.80	1,322,194	16,892,794.40		1,316,793.34	550,042.00	550,042.00		298,678.28	1,615,471.62

APPENDIX C – ENGINEER’S REPORT

CITY OF UNION CITY

Renewal Engineer's Report For:

Union Landing Property and Business Improvement District

March 2025

Prepared by:



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1. ENGINEER'S LETTER

Pursuant to the Property and Business Improvement District Law of 1994, Section 36600 of California's Streets and Highways Code (the "1994 Act"), it is proposed that the Union Landing Property and Business Improvement District (the "PBID") be renewed. If renewed, assessments would be collected for up to five years (July 1, 2025 – June 30, 2030). Expenditure of those collected assessments can continue for up to six months after the end of the assessment collection period (December 31, 2030), at which point the PBID would then be terminated, if not renewed.

This Engineer's Report presents the plans and specifications describing the improvements, services, and activities, an estimate of the costs of the improvements, services, and activities for the PBID for the 2025/26 Fiscal Year, a proposed assessment diagram showing the area and properties to be assessed, and an assessment of the estimated costs of the improvements, services, and activities, assessing the net amount upon all assessable lots and/or parcels within the PBID in proportion to the special benefit received.

The following assessments are authorized in order to pay the estimated costs of the PBID improvements, services and activities to be paid by the assessable real property within the boundaries of the PBID in proportion to the special benefit received. The following tables summarize the PBID assessment:

Description	Amount
2025/26 Security Services Costs:	
Sworn Police Services Salaries	\$1,274,487.00
Vehicles and Equipment	36,244.50
Office Space Lease for Police Personnel	58,797.00
Supplies	16,548.00
Total Security Services Costs	\$1,386,076.50
Less: Contributions for General Benefit (5.00% of Total Operating Costs) ¹	(\$69,303.83)
Plus: Rounding	20.67
Total 2025/26 Maximum Security Services Assessment:	\$1,316,793.34
Total Reduced Fear of Crime Benefit Points ³	16,892,794.40
2025/26 Maximum Allowable Assessment per Reduced Fear of Crime Benefit Point	\$0.07795

1 Refer to Section 5 of this Engineer's Report for an explanation of General Benefit.

2 Includes costs of the City/Management staff, assessment engineering/administration, and County Auditor/Controller fees.

3 Refer to Section 5 of this Engineer's Report for an explanation of Reduced Fear of Crime Benefit Points.

Description	Amount
2025/26 Marketing & Administration Services Costs:	
Marketing Services	\$165,750.00
Administration Services ²	239,026.00
Marketing & Administration Contingency	50,000.00
Less Prior Year Rollover Funds	(150,000.00)
Total Marketing & Administration Services Costs	\$304,776.00
Less: Contributions for General Benefit (2.00% of Total Marketing & Administration Services Costs) ¹	(\$6,095.52)
Less: Rounding	(2.20)
Total 2025/26 Maximum Marketing & Administration Services Assessment:	\$298,678.28
Total Increased Economic Activity Benefit Points ³	550,042.00
2025/26 Maximum Allowable Assessment per Increased Economic Activity Benefit Point	\$0.54301

1 Refer to Section 5 of this Engineer's Report for an explanation of General Benefit.

2 Includes costs of the City/Management staff, assessment engineering/administration, and County Auditor/Controller fees.

3 Refer to Section 5 of this Engineer's Report for an explanation of Increased Economic Activity Benefit Points.

The assessment methodology adheres to local and state laws. In making the assessments contained herein pursuant to the 1994 Act, Article XIIID of the Constitution of the State of California and the Proposition 218 Omnibus Implementation Act, commencing with Section 53750 of the Government Code (collectively referred to as the "Assessment Law"):

1. I identified all parcels which will have a special benefit conferred upon them from the installation, implementation and provision of the improvements, services, and activities described in Section 3.2 to this Engineer's Report (the "Specially Benefited Parcels"). For particulars as to the identification of said parcels, reference is made to the Assessment Diagram, a copy of which is included in Section 7 of this Engineer's Report.
2. I have assessed the costs and expenses to install, implement and maintain the improvements, services, and activities upon the Specially Benefited Parcels. In making such assessment:
 - a. The proportionate special benefit derived by each Specially Benefited Parcel from the installation, implementation and provision of the improvements, services, and activities was determined in relationship to the entirety of the costs;
 - b. No assessment has been imposed on any Specially Benefited Parcel which exceeds the reasonable cost of the proportional special benefit conferred on such parcel from the installation, implementation and provision of improvements, services, and activities; and
 - c. Any general benefits from the installation, implementation and provision of improvements, services, and activities have been quantified and separated from the special benefits and only special benefits have been assessed.

I, the undersigned, respectfully submit the enclosed Engineer's Report and, to the best of my knowledge, information and belief, the Engineer's Report, Assessments, and the Proposed Boundary Map herein have been prepared and computed in accordance with the Assessment Law.

By: _____

John G. Egan
Assessment Engineer
R.C.E. 14853

2. INTRODUCTION

2.1 Background of PBID

City of Union City (the City”) property owners in the Union Landing shopping center and the City Council (the “City Council”) of the City approved the formation of the Union Landing Property and Business Improvement District (the “PBID”) – a property and business improvement district pursuant to the Property and Business Improvement District Law of 1994, California Streets and Highway Code Sections 36600 et seq (the “1994 Act”) – in 2004 for a one-year period. Since formation, the PBID has been renewed multiple times, for three-year terms and in 2020 for a five-year term. The 2020 renewal also added marketing services within the PBID in addition to the operation of a police substation in the shopping center. In 2025, property owners in the PBID will be asked to renew the funding for services provided through the PBID, for a five-year period. This renewal will also include extraordinary funding in the first year of the term to move the provision of services from a fiscal year basis to a calendar year basis.

As part of the assessment district formation process, this Engineer’s Report has been prepared to support the renewal proceedings for the PBID.

2.2 Reason for the Assessment

Approval of the assessment covered by this Engineer’s Report will generate the annual assessment revenue necessary to provide for the provision of the services more fully described in Section 3.2. The PBID improvements, services, and activities include all necessary operations and administration required to keep the PBID improvements in an operational and satisfactory condition, as well as provide for the ongoing services and activities. The implementation and operations of the PBID improvements, services, and activities shall also include equipment, capital improvements, and administrative costs associated with the annual administration and operation of the PBID.

2.3 Process for Renewing the PBID

The City cannot renew the PBID and levy assessments without complying with the procedures specified in California Constitution Article XIID (part of Proposition 218). In November 1996, the voters in the State of California passed Proposition 218 which added Article XIID to the California Constitution imposing, among other requirements, the necessity to conduct an assessment ballot procedure to enable the owners of each property on which assessments are proposed to be imposed, the opportunity to express their support for, or opposition to, the proposed assessment. The basic steps of the assessment ballot procedure are outlined below.

The City must prepare a notice of public hearing, which describes, along with other mandated information, the reason for the proposed assessments and provide a date, time and location of a public hearing to be held on the matter. The City must also prepare an assessment ballot, which clearly gives the property owner the ability to sign and execute their assessment ballot either in favor of, or in opposition to, the proposed assessment. The notice and assessment ballot are mailed to each affected property owner within the PBID a minimum of 45 days prior to the public hearing date as shown in the notice. The City may also hold community meetings with the property owners to discuss the issues facing the PBID and to answer property owner questions directly.

After the notice and assessment ballot are mailed, property owners are given until the close of the public hearing, as stated in the notice, to return their signed and executed assessment ballot. During the public hearing, property owners are given the opportunity to address the City Council and ask questions or voice their concerns. After the public hearing, the returned assessment ballots received prior to the close of the public hearing are tabulated, weighted by the proposed assessment amount on each property and the results are announced by the City Council.

Article XIID provides that if, as a result of the assessment ballot proceeding, a majority protest is found to exist, the City Council shall not have the authority to enact the assessments as proposed. A majority protest exists if the assessments represented by weighted ballots submitted in opposition exceed those weighted ballots submitted in favor of the assessment. All returned ballots are tabulated and weighted according to the financial obligation of each particular parcel, in relation to the total proposed assessments. If there is no majority protest as described above, the City Council may approve the PBID renewal and levy the assessments.

3. PLANS AND SPECIFICATIONS

3.1 Description of the Boundaries of the PBID

The Union Landing PBID includes those parcels which are located in the commercial business center known as the Union Landing Center. The center is generally bounded by Interstate 880 to the east, Whipple Road to the north, Dyer Street to the west and Alvarado-Niles Road to the south.

Section 7 of this Engineer's Report provides an Assessment Diagram that more fully provides a description of the PBID boundaries.

3.2 Description of the Improvements, Services, and Activities

The PBID will provide for the ongoing provision of security services, marketing efforts and management activities all located within the boundaries of the PBID.

3.2.1 SECURITY SERVICES

The security team will consist of three sworn full-time Union City police officers who will patrol the PBID and will be responsible for coordinating their activities to deter crime, make arrests when necessary, warn and advise trespassers and pan handlers, and respond to visitor inquiries. The staffing will include three police officers who will be dedicated on a full-time basis to the PBID. In addition, the Union City Police Department will provide emergency response to supplement dedicated services on an as-needed basis. The leasing of office space is also included.

The work schedule of the dedicated officers will be determined by the Chief of Police based upon the recommendations of the Owner's Association of the PBID, the calls for service workload, general activity requiring increased police presence, Memorandum of Understanding with the Union City Police Officers Association, and with overall consideration of the general welfare of the entire PBID.

3.2.2 MARKETING PROGRAM

Marketing in the PBID will generally consist of marketing and promotional efforts to maintain the visibility and desirability of Union Landing as a regional retail destination. These strategies include web page maintenance, digital campaigns, tenant engagement to support promotional efforts and can include events, center signage, banners, and murals. Marketing and promotional effort performance will be analyzed with findings and recommendations reported to the Owner's Association. Additionally, any conditions that would affect brand perception in Union Landing will be documented and communicated to property owners or managers.

3.2.3 MANAGEMENT AND OPERATIONS

In addition to the costs to provide the PBID services mentioned above, the City will incur costs for staff time and expense related to the programs mentioned above, as well as the management of the PBID.

Professional PBID management services will also be contracted to transfer the majority of the administration duties from City staff. Staff time includes oversight and coordination of City provided services, annual tax roll preparation, and addressing property owner questions and concerns. The PBID renewal and tax roll billing services are also included. These activities are directly related to the PBID and

services within the PBID, and without them the services could not be efficiently provided on an ongoing basis.

4. ESTIMATE OF COSTS

The estimated costs of installation, implementation and provision of the PBID improvements, services, and activities as described in Section 3 are outlined below. Each year, as part of the PBID assessment levy calculation process, the costs and expenses are reviewed and the annual costs are projected for the following fiscal year.

4.1 Security Services Cost Estimate Budget

The estimated security services cost budget for the first operating period of the PBID renewal (July 1, 2025 through December 31, 2026) is as follows:

Description	2025/26 Budget
Security Services Costs:	
Sworn Police Services Salaries	\$1,274,487.00
Vehicles and Equipment	36,244.50
Office Space Lease for Police Personnel	58,797.00
Supplies	16,548.00
Total Security Services and Incidental Costs	\$1,386,076.50

The 2025/26 estimated security services operating budget will be funded as follows:

Description of Revenue Source	2025/26 Revenue Amount
Assessment Revenue	\$1,316,772.67
Contributions for General Benefit (5.00% of Security Services Costs) ¹	69,303.83
Total 2025/26 Annual Revenue	\$1,386,076.50

¹ Comprised of additional funds generated from sources other than assessments. Refer to Section 5 of this Engineer's Report for an explanation of General Benefit.

4.2 Marketing & Administration Program Cost Estimate Budget

The estimated marketing and administration program cost budget for the first operating period of the PBID renewal (July 1, 2025 through December 31, 2026) is as follows:

Description	2025/26 Budget
Marketing & Administration Services Costs:	
Marketing Services	\$165,750.00
Administration Services Costs ¹	239,026.00
Marketing & Administration Contingency	50,000.00
Less Prior Year Rollover Funds	(150,000.00)
Total Marketing & Administration Services Costs	\$304,776.00

¹ Includes costs of City staff, PBID administration, and County Auditor/Controller fees.

The 2025/26 estimated marketing program operating budget will be funded as follows:

Description of Revenue Source	2025/26 Revenue Amount
Assessment Revenue	\$298,680.48
Contributions for General Benefit (2.00% of Marketing & Administration Services Costs)	6,095.52
Total 2025/26 Annual Revenue	\$304,776.00

4.3 2026/27 Budgets

The 2025/26 budgets cover an 18-month period from July 1, 2025 through December 31, 2026 as the PBID transitions from funding on a fiscal year basis to a calendar year basis. Once that initial transition is complete, the PBID budget for 2026/27 will reflect the period of January 1, 2027 through December 31, 2027 as follows:

4.3.1 2026/27 SECURITY SERVICES BUDGET

Description	2026/27 Budget
Security Services Costs:	
Sworn Police Services Salaries	\$883,644.32
Vehicles and Equipment	25,129.52
Office Space Lease for Police Personnel	40,765.92
Supplies	11,473.28
Total Security Services and Incidental Costs	\$961,013.04

The 2026/27 estimated security services operating budget will be funded as follows:

Description of Revenue Source	2026/27 Revenue Amount
Assessment Revenue	\$912,962.39
Contributions for General Benefit (5.00% of Security Services Costs) ¹	48,050.65
Total 2026/27 Annual Revenue	\$961,013.04

¹ Comprised of additional funds generated from sources other than assessments. Refer to Section 5 of this Engineer's Report for an explanation of General Benefit.

4.3.2 2026/27 MARKETING & ADMINISTRATION SERVICES BUDGET

Description	2026/27 Budget
Marketing & Administration Services Costs:	
Marketing Services	\$114,920.00
Administration Services Costs	140,950.00
Marketing & Administration Contingency	52,000.00
Less Prior Year Rollover Funds	0.00
Total Marketing & Administration Services Costs	\$307,870.00

¹ Includes costs of City staff, PBID administration, and County Auditor/Controller fees.

The 2026/27 estimated marketing program operating budget will be funded as follows:

Description of Revenue Source	2026/27 Revenue Amount
Assessment Revenue	\$301,712.60
Contributions for General Benefit (2.00% of Marketing & Administration Services Costs) ¹	6,157.40
Total 2026/27 Annual Revenue	\$307,870.00

¹ Comprised of additional funds generated from sources other than assessments. Refer to Section 5 of this Engineer's Report for an explanation of General Benefit.

5. SPECIAL AND GENERAL BENEFITS

5.1 Introduction

Pursuant to Article XIID, all parcels that receive a special benefit conferred upon them as a result of the public services shall be identified, and the proportionate special benefit derived by each identified parcel shall be determined in relationship to the entire costs of the project.

Article XIID, Section 4(a) of the California Constitution limits the amount of any assessment to the proportional special benefit conferred on the property. Article XIID also provides that publicly owned properties within an assessment district must be assessed unless there is clear and convincing evidence that those properties receive no special benefit from the assessment. Examples of parcels which might be exempted from the assessment would be the areas of public streets, public avenues, public lanes, public roads, public drives, public courts, public alleys, public easements and rights-of-ways, public greenbelts and public parkways. There are nine parcels in the PBID that are public streets or easements for signage which are exempt from the assessment.

Furthermore, Article XIID requires that the City separate the general benefit from special benefit, so that only the special benefit may be assessed.

5.2 Identification of Benefit

The provisions of services and necessary related administrative expenses the City will incur in providing and managing the PBID services will provide benefits to both those properties within the boundary of the PBID and to the surrounding area. The benefits conferred to property within the boundary of the PBID from the services are described below. This report does not consider any general enhancement of property value.

5.2.1 REDUCED FEAR OF CRIME

Fear of crime impacts American society to a large degree. People choose where to shop, socialize and live grounded in their perceptions of safety.¹ Police substations are shown to be very effective at reducing the fear of crime in their immediate vicinity. Multiple studies have shown that implementation of police substations increase citizen satisfaction and reduce the fear of crime in the area of the substation.² Policing strategies characterized by more direct involvement of police and citizens, such as police substations, have the effect of reducing fear of crime in a neighborhood.³

Security:

The regular presence of officers in the PBID allows for increased quantity and quality of face-to-face non-enforcement interactions between police officers and community members. Fear of crime can lead to fewer customers in a commercial center. Reduced fear of crime creates an environment which attracts customers

¹ Corder, Gary. (2010) *Reducing Fear of Crime Strategies for Police*. Office of Community Oriented Policing Services. Washington, DC: U.S. Department of Justice.

² Johnson, Richard R., Ph.D. (2016) *Reducing Fear of Crime and Increasing Citizen Support for Police*. Raleigh, North Carolina: Dolan Consulting Group.

³ National Research Council. (2004). *Fairness and Effectiveness in Policing: The Evidence*. Committee to Review Research on Police Policy and Practices. Wesley Skogan and Kathleen Frydl, editors. Committee on Law and Justice, Division of Behavioral and Social Sciences and Education. Washington, DC: The National Academies Press.

to the Union Landing shopping center. A robust commercial environment also attracts and encourages investment in business development.

5.2.2 INCREASED ECONOMIC ACTIVITY

Marketing services serve to bring customers to a shopping center such as Union Landing, but also provide a tool to retain and attract business owners and tenants.⁴ Increasing the quantity and quality of foot traffic will increase business sales. This, in turn, creates a robust retail environment which encourages business development and investment.

Marketing & Administration:

Marketing activities aim to increase economic activity and future property development potential within the PBID. Through strategic marketing campaigns consisting of digital marketing and promotional efforts, the retail environment will be enhanced. A strong marketing presence will also attract, retain and encourage the expansion of business throughout the PBID. Administration activities are essential to having an active PBID and community within the shopping center.

5.3 Separation of General Benefit

Section 4 of Article XIID of the California Constitution provides that once a local agency which proposes to impose assessments on property has identified those parcels that will have special benefits conferred upon them and upon which an assessment will be imposed, the local agency must next “separate the general benefits from the special benefits conferred,” and only the special benefits can be included in the amount of the assessments imposed. A general benefit is an overall and similar benefit to the public at large resulting from the services to be provided by the assessments levied.

The security services will provide reduced fear of crime benefits to property within the PBID, but it is recognized that the security services will also provide a level of benefit to some property within proximity to the PBID. The officers assigned to the police substation in the PBID respond primarily to calls for service within the Union Landing shopping center. As City police officers, they do, however, occasionally respond to emergency calls in the vicinity but outside the boundary of the PBID. This is considered to be a general benefit that cannot be funded by PBID assessments.

Marketing efforts conducted in the PBID are specific to the Union Landing shopping center and the benefit from such marketing will chiefly benefit businesses within the PBID. It is conceivable, however, that other City businesses may benefit from marketing activity conducted for Union Landing.

Therefore, the general benefit created as a result of PBID services has been considered. These activities create general benefit that is required to be separated and quantified as shown below.

5.4 Quantification of General Benefit

The amount of general benefit that is provided from the PBID services cannot be funded via property owner assessments within the PBID. In order for property within the PBID to be assessed only for that portion of

⁴ Wagner, Nancy. (2017) *The Purpose in Preparing a Shopping Mall's Sales Marketing Plan*.

special benefit received from the PBID services, general benefits provided by the services needs to be quantified.

The PBID consists of a variety of non-residential property land uses, including one movie theater, three hotels, two dental offices, numerous retail stores, an indoor skydiving facility and the Union Landing Transit Center. Properties within the PBID are classified to a land use category according to the assigned land use code as shown on the County Assessor’s latest secured property tax roll.

5.4.1 GENERAL BENEFIT: REDUCED FEAR OF CRIME FROM SECURITY SERVICES

As a result of security services within the PBID, there will be a level of general benefit to surrounding property. Without the police substation located within the PBID, there would be fewer officers on duty in the area of the PBID. This general benefit, as a result of the operation of the police substation, needs to be quantified.

Police officers assigned to the Union Landing police substation were dispatched on 5,182 calls during calendar year 2024. In addition to those 5,182 dispatched calls, approximately 259 were to locations outside of the PBID.

Union Landing Police Substation	Dispatched Calls
Dispatched Calls Within PBID	5,182
Dispatched Calls Outside PBID	259
Total Dispatched Calls	5,441

The number of dispatched calls to property outside of the PBID (259) is 5.00% of the total dispatched calls (5,441), and is therefore considered to be general benefit.

General Benefit: Dispatched Calls	5.00%
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In addition to responding to calls within Union Landing, the Union City Police Department routinely deploys officers on overtime and conducts special enforcement at the complex as part of a proactive and specialized response to crime trends at the Union Landing complex. Special enforcement officers have been deployed in unmarked and even rented vehicles as part of sting operations in an attempt to curb criminal activity at the Union Landing complex. Additionally, rather than direct victims of certain crimes, such as vehicle burglary, vandalism, theft and lost property, to file a report via the City’s online reporting system, officers make face-to-face contact with victims of these crimes within Union Landing. The additional services to Union Landing, conservatively, do not reduce the overall general benefit resulting from the security services. Therefore, the general benefit related to the reduced fear of crime is 5.00% and the special benefit related to the reduced fear of crime is 95.00%.

5.4.2 GENERAL BENEFIT: INCREASED ECONOMIC ACTIVITY FROM MARKETING & ADMINISTRATION SERVICES

As a result of marketing and administration services within the PBID, there may be a level of general benefit to other commercial property. Administration services support the PBID, which supports Union Landing. Although the marketing campaign is designed to specifically highlight the PBID and its businesses, one can imagine a degree of benefit accruing to other businesses in Union City. While customers may travel to shop in Union Landing, they may also patronize other local business. Since Union Landing is a distinct shopping center with very little commercial property in the immediate surrounding area, the benefit to other local business is expected to be very small. In lieu of a detailed study showing what effects the marketing efforts of the Association have on Union City businesses not within the PBID, we liberally estimate the general benefit resulting from the marketing services to be 2.00%.

Increased Economic Activity General Benefit	2.00%
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Therefore, the general benefit related to the increased economic activity is 2.00% and the special benefit related to the increased economic activity is 98.00%.

5.5 Apportioning of Special Benefit

As outlined in Section 5.2, each of the parcels within the PBID receives a special benefit from the services. Each parcel that has a special benefit conferred upon it, as a result of the provisions of services, is identified and the proportionate special benefit derived by each identified parcel is determined in relationship to the entire costs of the services.

The total costs of the services, less the amount of general benefit identified, will be assessed to the parcels within the PBID based on the benefit points assigned to each parcel. Section 6.3 of this report provides a detailed breakdown of the assigned benefit points described herein. To assess special benefit appropriately, it is necessary to relate parcels of different land use, lot size and building size to one another.

Each parcel's land use is a factor that differentiates parcels based on the benefit received from the services within the PBID. Parcels with a commercial or industrial land use will be the basis for assigning benefit points since business is the focus of the service activities.

In addition to land use, the size of the parcel and size of the structure located on the parcel also need to be considered when assigning benefit points. A larger parcel with more building square footage has a greater level of benefit than a parcel that is smaller with less building square footage.

5.5.1 REDUCED FEAR OF CRIME BENEFIT POINTS

The reduced fear of crime benefit relates to the public perception of the Union Landing shopping center as a result of staffing the Union Landing police substation, one of the PBID services. The police services will provide for consistent police presence and response within the PBID which has been shown to reduce the fear of crime thereby creating a more positive commercial environment for property in the PBID.

In order to recognize the varying levels of reduced fear of crime benefit, properties are assigned benefit points related to the number of dispatched police calls, building square footage and parcel size. Property in

the PBID is primarily commercial business⁵. Given the fairly homogenous land use, commercial property within the PBID are assigned Reduced Fear of Crime Benefit Points based on the dispatched calls for service, building square footage and lot square footage. Dispatched calls for service is the primary factor in determining the reduced fear of crime benefit as the call volume indicates the use of police services. Building Square footage and lot square footage are both secondary factors in determining reduced fear of crime benefit as they indicate the potential use of police services. Given the total dispatched police calls to parcels within the PBID of 5,182, building square footage of approximately 1.1 million and lot square footage of approximately 4.2 million, the benefit points per each criteria has been calculated to adjust for the varying totals and weight the benefit as described above. The Reduced Fear of Crime Benefit Points are as shown in the following table:

Reduced Fear of Crime Benefit Points	Per
2,750.00	Dispatched Call for Service
1.20	Building Square Foot
0.315	Lot Square Foot

A small number of parcels within the PBID are driveways, streets and signage. These parcels are deemed to receive no benefit from PBID services as they are connectors/signage for other properties and do not benefit from reduced fear of crime.

5.5.2 INCREASED ECONOMIC ACTIVITY BENEFIT POINTS

The PBID services will promote Union Landing businesses through targeting marketing efforts. These services will encourage visitors to shop, dine and conduct business throughout the PBID. This, in turn, will make business property more prosperous, and will attract additional investment to spur economic activity.

In order to recognize the varying levels of economic activity benefit, properties are assigned benefit points related to building square footage. Property in the PBID is primarily commercial business⁶. Given the fairly homogenous land use, commercial property within the PBID are assigned Increased Economic Activity Benefit Points as shown in the following table:

Increased Economic Activity Benefit Points	Per
0.50	Building Square Foot

A small number of parcels within the PBID are driveways, streets and signage. These parcels are deemed to receive no benefit from PBID services as they are connectors/signage for other properties and do not benefit from increased economic activity.

⁵ One parcel in the PBID, APN 463 -0104-007-00, has been assigned a County Use Code of 4400 (Miscellaneous Industrial) as of January 2020. This parcel is currently the site of I Fly, an indoor skydiving venue, which is considered a commercial parcel for purposes of PBID classification.

⁶ One parcel in the PBID, APN 463 -0104-007-00, has been assigned a County Use Code of 4400 (Miscellaneous Industrial) as of January 2020. This parcel is currently the site of I Fly, an indoor skydiving venue, which is considered a commercial parcel for purposes of PBID classification.

5.5.3 DATA CONSIDERATIONS AND PARCEL CHANGES

The use of the latest Assessor's Secured Roll information has been the basis in determining each parcel's land use category, building square footage and lot square footage, unless better data was or is available to the City. The City's crime analyst data has been used to determine the dispatched police call volume. The building size, lot square footage and dispatched police call volume used to establish the assessment will remain unchanged for the term of the assessment. In addition, if any parcel within the PBID is identified by the County Auditor/Controller to be an invalid parcel number, the land use category, building square footage, lot square footage and dispatched police call volume of the subsequent valid parcels shall serve as the basis in assigning special benefit points.

5.5.4 SPECIAL CONSIDERATIONS: PUBLICLY OWNED PARCELS

Any publicly owned parcels that benefit from the improvements cannot be exempt from the assessment. The special benefits accruing to these types of parcels must be determined using the same kind of formulas and benefit point assignment as applied to privately owned parcels. This requirement is clearly conveyed in Article XIII D, Section 4(a) of the California Constitution which states in part, "... Parcels within a district that are owned or used by any agency, the State of California or the United States shall not be exempt from assessment unless the agency can demonstrate by clear and convincing evidence that those publicly owned parcels in fact receive no special benefit." Publicly owned parcels have been categorized and assigned benefit units using the same methodology as privately owned parcels, based on their land use as shown on the County Assessor's latest secured property tax roll.

5.5.5 ASSESSMENT INCREASES

The maximum annual assessment rates are subject to an annual increase beginning July 1, 2026. The maximum annual assessment rate increase is 4%. Note, this is the maximum annual assessment and the actual amount assessed to properties may be less than this maximum, depending on the annual budget of the PBID.

5.6 Parcel Factors

The method of apportioning benefit to parcels within the PBID reflects the proportional special benefit assigned to each property from the PBID improvements, services and activities based upon the various property characteristics for each parcel as compared to other properties within the PBID. As part of the special benefit analysis various property characteristics were analyzed including dispatched calls for service, lot square footage, building square footage, and land use. Given that the special benefits provided by the PBID improvements, services, and activities focus on reduced fear of crime benefit and increased economic activity benefit, it was determined that dispatched calls for service, lot square footage, and building square footage are the most appropriate parcel factors. Each parcel's dispatched calls for service, lot square footage and building square footage have been used as the primary assessment variables for the calculation and assignment of special benefit points.

5.6.1 LAND USE

Property in the PBID is primarily commercial business. One parcel in the PBID, APN 463 -0104-007-00, has been assigned a County Use Code of 4400 (Miscellaneous Industrial) as of January 2025. This parcel is

currently the site of I Fly, an indoor skydiving venue, which is considered a commercial parcel for purposes of PBID classification.

A small number of parcels within the PBID are driveways, streets and signage. These parcels are deemed to receive no benefit from PBID services as they are connectors/signage for other properties and do not benefit from increased economic activity.

5.6.2 DISPATCHED CALLS FOR SERVICE

Dispatched calls for service is the primary factor in determining the reduced fear of crime benefit as the call volume indicates the use of police services.

5.6.3 LOT SQUARE FOOTAGE AND BUILDING SQUARE FOOTAGE

Building square footage and lot square footage are both secondary factors in determining reduced fear of crime benefit as they indicate the potential use of police services.

5.7 Total Benefit Points Calculation

The total Reduced Fear of Crime Benefit Points for the PBID at this time is 16,892,794.40.

The total Increased Economic Activity Benefit Points for the PBID at this time is 550,042.00.

6. METHOD OF ASSESSMENT

6.1 Balance to be Assessed

6.1.1 SECURITY SERVICES

The general benefit, which is the percentage of the total budget, excluding incidental costs, that must be funded through sources other than assessments, is 5.00% of the total services cost. The special benefit, which is the percentage of the budget that may be funded by assessments, is 95.00%.

Description	2025/26 Budget Amount
Security Services Costs	\$1386,076.50
Less: General Benefit Contribution	(69,303.83)
Total Security Services Costs to be Assessed	\$1,316,772.67

6.1.2 ASSESSMENT AMOUNT PER REDUCED FEAR OF CRIME BENEFIT POINT

The assessment per Reduced Fear of Crime Benefit Point is calculated by dividing the total security services costs to be assessed by the total Reduced Fear of Crime Benefit Points assigned to the parcels within the PBID. The following formula provides the assessment per Reduced Fear of Crime Benefit Point calculation:

$$\text{Total Security Services Costs to be Assessed} / \text{Total Reduced Fear of Crime Benefit Points} = \text{Assessment Rate per Reduced Fear of Crime Benefit Point}$$

$$\$1,316,772.67 / 16,892,794.40 = \$0.07795$$

The security services special benefit analysis and assignment of Reduced Fear of Crime Benefit Points has been calculated in relation to the costs to be assessed. No assessment will be imposed on any parcel that exceeds the reasonable cost of the proportional special benefit conferred on the parcel.

6.1.3 MARKETING & ADMINISTRATION SERVICES

The general benefit, which is the percentage of the total budget, excluding incidental costs, which must be funded through sources other than assessments, is 2.00% of the total services cost. The special benefit, which is the percentage of the budget that may be funded by assessments, is 98.00%.

Description	2025/26 Budget Amount
Marketing Services Costs	\$304,776.00
Less: General Benefit Contribution	(6,095.52)
Total Marketing Services Costs to be Assessed	\$298,680.48

6.1.4 ASSESSMENT AMOUNT PER INCREASED ECONOMIC ACTIVITY BENEFIT POINT

The assessment per Increased Economic Activity Benefit Point is calculated by dividing the total marketing services costs to be assessed by the total Economic Activity Benefit Points assigned to the parcels within the PBID. The following formula provides the assessment per Economic Activity Benefit Point calculation:

Total Marketing & Administration Services Costs to be Assessed / Total Increased Economic Activity Benefit Points = Assessment Rate per Increased Economic Activity Benefit Point

$$\text{\$298,680.48} / \text{550,042.00} = \text{\$0.54301}$$

The marketing services special benefit analysis and assignment of Economic Activity Benefit Points has been calculated in relation to the costs to be assessed. No assessment will be imposed on any parcel that exceeds the reasonable cost of the proportional special benefit conferred on the parcel.

6.2 Method of Assessment Spread

The method of assessment is based upon a formula that assigns the special benefit to each parcel. The formulas below provide a summary of the assessment calculations for each parcel within the PBID.

Parcel's Total Reduced Fear of Crime Assessment	=	Assessment Rate per Reduced Fear of Crime Benefit Point	x	Parcel's Total Reduced Fear of Crime Benefit Points
Parcel's Total Increased Economic Activity Assessment	=	Assessment Rate per Increased Economic Activity Benefit Point	x	Parcel's Total Increased Economic Activity Benefit Points

6.3 2026/27 Assessment Rates

6.3.1 2026/27 ASSESSMENT AMOUNT PER REDUCED FEAR OF CRIME BENEFIT POINT

The assessment per Reduced Fear of Crime Benefit Point is calculated by dividing the total security services costs to be assessed by the total Reduced Fear of Crime Benefit Points assigned to the parcels within the PBID. The following formula provides the assessment per Reduced Fear of Crime Benefit Point calculation:

Total Security Services Costs to be Assessed / Total Reduced Fear of Crime Benefit Points = Assessment Rate per Reduced Fear of Crime Benefit Point

$$\text{\$912,962.39} / \text{16,892,794.40} = \text{\$0.054045}$$

The security services special benefit analysis and assignment of Reduced Fear of Crime Benefit Points has been calculated in relation to the costs to be assessed. No assessment will be imposed on any parcel that exceeds the reasonable cost of the proportional special benefit conferred on the parcel.

6.3.2 ASSESSMENT AMOUNT PER INCREASED ECONOMIC ACTIVITY BENEFIT POINT

The assessment per Increased Economic Activity Benefit Point is calculated by dividing the total marketing services costs to be assessed by the total Economic Activity Benefit Points assigned to the parcels within the PBID. The following formula provides the assessment per Economic Activity Benefit Point calculation:

Total Marketing & Administration Services Costs to be Assessed / Total Increased Economic Activity Benefit Points = Assessment Rate per Increased Economic Activity Benefit Point

$$\text{\$301,712.60} / \text{550,042.00} = \text{\$0.548527}$$

The marketing services special benefit analysis and assignment of Economic Activity Benefit Points has been calculated in relation to the costs to be assessed. No assessment will be imposed on any parcel that exceeds the reasonable cost of the proportional special benefit conferred on the parcel.

6.4 Cost of Living Inflator

The maximum annual assessment rates are subject to an annual increase beginning July 1, 2027. The maximum annual assessment rate increase is 4%. Note, this is the maximum annual assessment and the actual amount assessed to properties may be less than this maximum, depending on the annual budget of the PBID.

7. ASSESSMENT DIAGRAM

The following page contain the Assessment Diagram for the PBID.

ASSESSMENT DIAGRAM
CITY OF UNION CITY
UNION LANDING PROPERTY AND BUSINESS IMPROVEMENT DISTRICT

CITY OF UNION CITY
COUNTY OF ALAMEDA
STATE OF CALIFORNIA



ID	APN
1	463 -0060-012-10
2	463 -0060-012-14
3	463 -0060-013-07
4	463 -0060-015-11
5	463 -0060-015-13
6	463 -0060-021-03
7	463 -0060-022-05
8	463 -0060-029-00
9	463 -0060-030-00
10	463 -0060-031-00
11	463 -0060-032-00
12	463 -0060-034-00
13	463 -0060-035-01
14	463 -0060-035-02
15	463 -0060-036-00
16	463 -0060-037-00
17	463 -0060-038-00
18	463 -0060-039-00
19	463 -0060-040-00
20	463 -0060-041-01
21	463 -0060-042-00
22	463 -0060-043-00
23	463 -0060-045-02
24	463 -0060-046-00
25	463 -0060-047-01
26	463 -0060-047-02
27	463 -0060-048-00
28	463 -0060-049-00
29	463 -0060-050-00
30	463 -0060-051-00
31	463 -0060-052-00
32	463 -0060-053-00
33	463 -0060-054-00
34	463 -0104-001-00
35	463 -0104-002-00
36	463 -0104-003-00
37	463 -0104-004-00
38	463 -0104-006-00
39	463 -0104-007-00
40	463 -0104-008-00

FILED IN THE OFFICE OF THE CITY CLERK, CITY OF UNION CITY, THIS _____ DAY OF _____, 20__.

CITY CLERK
CITY OF UNION CITY

FILED IN THE OFFICE OF THE SUPERINTENDENT OF STREETS THIS _____ DAY OF _____, 20__.

SUPERINTENDENT OF STREETS
CITY OF UNION CITY

ASSESSMENTS WERE LEVIED BY THE CITY COUNCIL OF THE CITY OF UNION CITY ON THE LOTS, PIECES AND PARCELS OF LAND SHOWN ON THIS ASSESSMENT DIAGRAM. SAID ASSESSMENTS WERE LEVIED ON THE _____ DAY OF _____, 20__, AND THE ASSESSMENT DIAGRAM AND THE ASSESSMENT ROLL WERE RECORDED IN THE OFFICE OF THE SUPERINTENDENT OF STREETS OF THE CITY OF UNION CITY ON THE _____ DAY OF _____, 20__. REFERENCE IS HEREBY MADE TO THE ASSESSMENT ROLL RECORDED IN THE OFFICE OF THE SUPERINTENDENT OF STREETS FOR THE EXACT AMOUNT OF EACH ASSESSMENT LEVIED AGAINST EACH PARCEL OF LAND SHOWN ON THIS ASSESSMENT DIAGRAM.

CITY CLERK
CITY OF UNION CITY

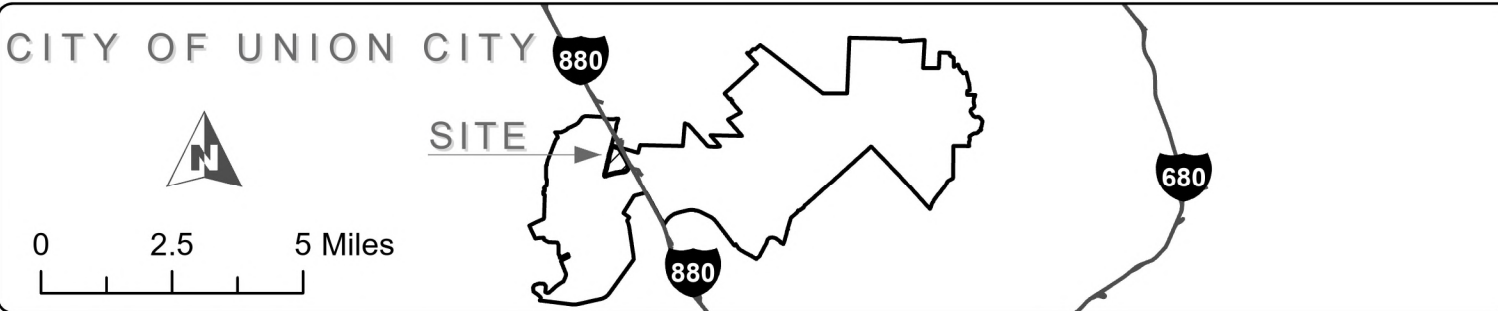
FILED THIS _____ DAY OF _____, 20__, AT THE HOUR OF _____ O'CLOCK __M., IN BOOK _____ AT PAGE _____ OF MAPS OF ASSESSMENT AND COMMUNITY FACILITIES DISTRICTS IN THE OFFICE OF THE COUNTY RECORDER OF THE COUNTY OF ALAMEDA, STATE OF CALIFORNIA.

DEPUTY
COUNTY RECORDER
COUNTY OF ALAMEDA

DOCUMENT NO. _____

NOTES:

1. FOR PARTICULARS OF THE LINES AND DIMENSIONS OF ASSESSORS PARCELS, REFERENCE IS MADE TO THE MAPS OF THE ASSESSOR OF THE COUNTY OF ALAMEDA.



Source: Alameda County GIS
Geographic Coordinate Reference: GCS North American 1983
Projection: NAD 1983 StatePlane California III FIPS 0403 Feet

8. ASSESSMENT ROLL

The following pages contain the proposed 2025/26 assessment roll for the PBID.

Assmnt ID	APN	Owner Name	Dispatched Police Calls	Building Square Footage	Lot Square Footage	Reduced Fear of Crime Benefit Points & Assessment						Increased Economic Activity Benefit Points & Assessment				TOTAL PBID ASSESSMENT
						Dispatched Police Calls BP	Building Size BP	Parcel Size BP	Total Reduced Fear of Crime BP	Rate Per Reduced Fear BP	Reduced Fear of Crime Assmnt	Building Size BP	Total Economic Activity BP	Rate per Economic Activity BP	Economic Activity Assmnt	
1	463 -0060-012-10	BARBIERI VITTORE A & ANNA M TRS	36	12,280	73,774	99,000	14,736.00	23,238.81	136,974.81	0.07795	10,677.19	6,140.00	6,140.00	0.54301	3,334.08	14,011.27
2	463 -0060-012-14	CITY OF UNION CITY	0	0	0	0	0.00	0.00	0.00	0.07795	0.00	0.00	0.00	0.54301	0.00	0.00
3	463 -0060-013-07	K&P LAU FAMILY LP	17	5,760	60,034	46,750	6,912.00	18,910.71	72,572.71	0.07795	5,657.04	2,880.00	2,880.00	0.54301	1,563.87	7,220.91
4	463 -0060-015-11	DYER TRIANGLE LLC	66	20,603	106,316	181,500	24,723.60	33,489.54	239,713.14	0.07795	18,685.64	10,301.50	10,301.50	0.54301	5,593.82	24,279.46
5	463 -0060-015-13	DYER TRIANGLE LLC	323	65,668	231,864	888,250	78,801.60	73,037.16	1,040,088.76	0.07795	81,074.92	32,834.00	32,834.00	0.54301	17,829.19	98,904.11
6	463 -0060-021-03	DYER TRIANGLE LLC	218	31,714	235,289	599,500	38,056.80	74,116.04	711,672.84	0.07795	55,474.90	15,857.00	15,857.00	0.54301	8,610.51	64,085.41
7	463 -0060-022-05	KPDT ENTERPRISES LLC	189	68,433	224,694	519,750	82,119.60	70,778.61	672,648.21	0.07795	52,432.93	34,216.50	34,216.50	0.54301	18,579.90	71,012.83
8	463 -0060-029-00	VIRAY CHRISTOPHER	9	3,137	7,528	24,750	3,764.40	2,371.32	30,885.72	0.07795	2,407.54	1,568.50	1,568.50	0.54301	851.71	3,259.25
9	463 -0060-030-00	VIDEO ONLY INC	0	0	0	0	0.00	0.00	0.00	0.07795	0.00	0.00	0.00	0.54301	0.00	0.00
10	463 -0060-031-00	WAL-MART REAL ESTATE BUSINESS TRUST	810	146,645	696,352	2,227,500	175,974.00	219,350.88	2,622,824.88	0.07795	204,449.20	73,322.50	73,322.50	0.54301	39,814.85	244,264.05
11	463 -0060-032-00	DYER UNION LANDINGS LLC	26	13,674	67,008	71,500	16,408.80	21,107.52	109,016.32	0.07795	8,497.82	6,837.00	6,837.00	0.54301	3,712.56	12,210.38
12	463 -0060-034-00	VIDEO ONLY INC	85	23,500	88,209	233,750	28,200.00	27,785.84	289,735.84	0.07795	22,584.91	11,750.00	11,750.00	0.54301	6,380.37	28,965.28
13	463 -0060-035-01	CITY OF UNION CITY	0	0	0	0	0.00	0.00	0.00	0.07795	0.00	0.00	0.00	0.54301	0.00	0.00
14	463 -0060-035-02	VIDEO ONLY INC	35	15,125	75,588	96,250	18,150.00	23,810.22	138,210.22	0.07795	10,773.49	7,562.50	7,562.50	0.54301	4,106.51	14,880.00
15	463 -0060-036-00	BRE ESA P PORTFOLIO LLC	227	55,684	106,637	624,250	66,820.80	33,590.66	724,661.46	0.07795	56,487.36	27,842.00	27,842.00	0.54301	15,118.48	71,605.84
16	463 -0060-037-00	SOUTHVIEW PEAK LLC	60	6,526	49,014	165,000	7,831.20	15,439.41	188,270.61	0.07795	14,675.69	3,263.00	3,263.00	0.54301	1,771.84	16,447.53
17	463 -0060-038-00	ROBERT SWANSON FAMILY PTP	54	7,255	59,068	148,500	8,706.00	18,606.42	175,812.42	0.07795	13,704.58	3,627.50	3,627.50	0.54301	1,969.77	15,674.35
18	463 -0060-039-00	AUSTIN CRAVINGS UNION LANDING LLC	17	10,912	34,037	46,750	13,094.40	10,721.66	70,566.06	0.07795	5,500.62	5,456.00	5,456.00	0.54301	2,962.66	8,463.28
19	463 -0060-040-00	DYER TRIANGLE LLC	0	0	0	0	0.00	0.00	0.00	0.07795	0.00	0.00	0.00	0.54301	0.00	0.00
20	463 -0060-041-01	DYER TRIANGLE LLC	271	129,069	193,842	745,250	154,882.80	61,060.23	961,193.03	0.07795	74,925.00	64,534.50	64,534.50	0.54301	35,042.88	109,967.88
21	463 -0060-042-00	DYER TRIANGLE LLC	403	23,058	443,189	1,108,250	27,669.60	139,604.54	1,275,524.14	0.07795	99,427.11	11,529.00	11,529.00	0.54301	6,260.36	105,687.47
22	463 -0060-043-00	DYER TRIANGLE LLC	86	25,747	103,452	236,500	30,896.40	32,587.38	299,983.78	0.07795	23,383.74	12,873.50	12,873.50	0.54301	6,990.44	30,374.18
23	463 -0060-045-02	PAPPAS UNION CITY NO 2 LP	79	3,179	47,421	217,250	3,814.80	14,937.62	236,002.42	0.07795	18,396.39	1,589.50	1,589.50	0.54301	863.11	19,259.50
24	463 -0060-046-00	PAPPAS UNION CITY NO 2 LP	412	159,284	490,050	1,133,000	191,140.80	154,365.75	1,478,506.55	0.07795	115,249.59	79,642.00	79,642.00	0.54301	43,246.40	158,495.99
25	463 -0060-047-01	CITY OF UNION CITY	0	0	0	0	0.00	0.00	0.00	0.07795	0.00	0.00	0.00	0.54301	0.00	0.00
26	463 -0060-047-02	PAPPAS UNION CITY NO 2 LP	351	46,161	166,101	965,250	55,393.20	52,321.82	1,072,965.02	0.07795	83,637.62	23,080.50	23,080.50	0.54301	12,532.94	96,170.56
27	463 -0060-048-00	PAPPAS UNION CITY NO 2 L P	30	17,037	70,132	82,500	20,444.40	22,091.58	125,035.98	0.07795	9,746.55	8,518.50	8,518.50	0.54301	4,625.63	14,372.18
28	463 -0060-049-00	PAPPAS UNION CITY NO 2 LP	503	39,774	132,858	1,383,250	47,728.80	41,850.27	1,472,829.07	0.07795	114,807.03	19,887.00	19,887.00	0.54301	10,798.84	125,605.87
29	463 -0060-050-00	PAPPAS UNION CITY 2 L P	305	28,105	114,563	838,750	33,726.00	36,087.35	908,563.35	0.07795	70,822.51	14,052.50	14,052.50	0.54301	7,630.65	78,453.16
30	463 -0060-051-00	PAPPAS UNION CITY NO 2 L P	141	38,561	159,662	387,750	46,273.20	50,293.53	484,316.73	0.07795	37,752.49	19,280.50	19,280.50	0.54301	10,469.50	48,221.99
31	463 -0060-052-00	CITY OF UNION CITY	0	0	0	0	0.00	0.00	0.00	0.07795	0.00	0.00	0.00	0.54301	0.00	0.00
32	463 -0060-053-00	LOTUS HOTELS UNION CITY INC	199	38,998	72,360	547,250	46,797.60	22,793.40	616,841.00	0.07795	48,082.76	19,499.00	19,499.00	0.54301	10,588.15	58,670.91
33	463 -0060-054-00	LOTUS HOTELS UNION LANDING INC	179	56,328	47,021	492,250	67,593.60	14,811.62	574,655.22	0.07795	44,794.37	28,164.00	28,164.00	0.54301	15,293.33	60,087.70
34	463 -0104-001-00	CITY OF UNION CITY	0	0	0	0	0.00	0.00	0.00	0.07795	0.00	0.00	0.00	0.54301	0.00	0.00
35	463 -0104-002-00	CITY OF UNION CITY	1	798	9,967	2,750	957.60	3,139.61	6,847.21	0.07795	533.74	399.00	399.00	0.54301	216.66	750.40
36	463 -0104-003-00	CITY OF UNION CITY	0	0	0	0	0.00	0.00	0.00	0.07795	0.00	0.00	0.00	0.54301	0.00	0.00
37	463 -0104-004-00	CITY OF UNION CITY	0	0	0	0	0.00	0.00	0.00	0.07795	0.00	0.00	0.00	0.54301	0.00	0.00
38	463 -0104-006-00	H & S ENERGY LLC	22	1,572	21,902	60,500	1,886.40	6,899.13	69,285.53	0.07795	5,400.81	786.00	786.00	0.54301	426.81	5,827.62
39	463 -0104-007-00	SKY VENTURE SILICON VALLEY LLC	28	5,497	9,508	77,000	6,596.40	2,995.02	86,591.42	0.07795	6,749.80	2,748.50	2,748.50	0.54301	1,492.46	8,242.26
40	463 -0104-008-00	CITY OF UNION CITY	0	0	0	0	0.00	0.00	0.00	0.07795	0.00	0.00	0.00	0.54301	0.00	0.00
			5,182	1,100,084	4,197,440	14,250,500	1,320,100.80	1,322,194	16,892,794.40		1,316,793.34	550,042.00	550,042.00		298,678.28	1,615,471.62



UNION LANDING

**Working Together to Ensure Union Landing is a
Vibrant Retail Destination for Shopping, Dining and Entertainment**

BOARD OF DIRECTORS

The five-member Board meets quarterly and hold special meetings as needed to establish priorities for how funds will be spent. Board Members serve a two-year term, the current term is July 2023 – July 2025, the next election will occur June 2025.

Board Members include:

President
Austin Cravings Union Landing, LLC

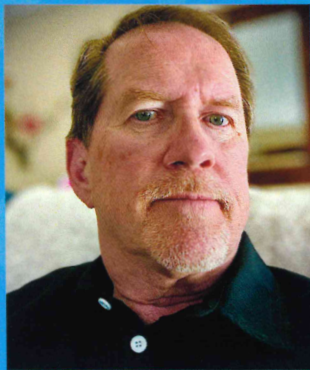
Vice President Elizabeth C. Braunstein
Sywest Development

Treasurer Liza Morris
Pappas Investments

Secretary Linnard Lane
Barbieri Trust

Director Terry Pries
KPD ENTERPRISES LLC

MESSAGE FROM THE BOARD PRESIDENT



For the past five years, the Board has worked diligently to ensure that PBID funds are used for the maximum benefit of the Union Landing Shopping Center. With the current term of the PBID (July 1, 2020 - June 30, 2025) coming to an end, now is the time to look back at all that has been accomplished. This

report highlights key efforts to keep the center competitive. Despite the pandemic shutting down retail businesses, Union Landing recovered with flying colors. All big box locations are occupied by national tenants and smaller retail spaces have limited vacancies that continue to attract fresh concepts. The Board has worked closely with the Union City Police Department, who in turn have worked with businesses, to implement strategies to keep the center safe. Having a police substation at the center, paid for by the PBID, also assists in supporting a safe environment. Although the PBID budget is limited, the Board, working collaboratively with the City, has focused funds on capital improvement projects to improve the shopping center. Funds have also been directed to develop and maintain a Union Landing website, enhanced social media presence, and support of outdoor community events. It has been a pleasure to serve as the Board President for the past five years and to work with the dedicated Board of Directors to ensure that Union Landing maintains its position as a “power center”.

President – Bill Schrader
City Council/RSA Agenda

UNION CITY PARTNERSHIP MAKING A DIFFERENCE

Staff from the City Manager's Office, Police Department, Economic and Community Development Department, and Public Works Department have played an important role in managing the ULPOA/PBID and partnering with the PBID on a variety of initiatives.

MESSAGE FROM THE CHIEF OF POLICE



The Police Department recognizes and values our partnership with Union Landing. Through PBID's essential funding, specialized public safety services are provided to this highly regarded, centrally located shopping, dining, and entertainment destination. Specialized public safety services include: three full time dedicated uniformed officers; an onsite police substation; a police response with documented police reports for all crimes, which is not offered anywhere else in the City; daily business checks and visits by the assigned uniformed officers; proactive enforcement efforts to address crime trends; monthly newsletters that provide public safety updates for the shopping center; collaboration with police officers at similar complexes to preemptively prevent crime sprees; and an enhanced service philosophy to address and/or report blight, non-criminal complaints, and much more that impact the overall enjoyment and experience for visitors at the center. We appreciate the ongoing partnership and opportunity to provide enhanced public safety services at Union Landing.

Union Landing Officers

Officer Roberts
Monday – Wednesday 11:00 AM to 11:20 PM

Officer Izquierdo
Friday – Sunday 2:40 PM-3:00 m

Officer Estrada
Thursday – Saturday 12:00 PM – 12:30 AM

District Commander, Lieutenant Kanazeh
510 675-5297



POLICE • COMMUNITY Tuesday, July 8, 2025

EFFORTS TO KEEP UNION LANDING

(JULY 1, 2020, THROUGH JUNE 30, 2025)



The City hired Kosmont Companies to understand the economic impacts of the City's Zoning requirements on business attraction to Union Landing. The study resulted in zoning updates to meet today's consumer needs, while retaining retail sales tax revenues for the city.

FRESH NEW LOGO



UNION LANDING

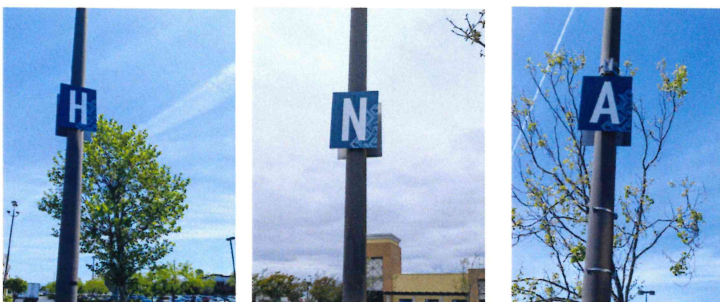
The ULPOA Directors approved the new logo to freshen the center's brand and most recognizable visual asset. It represents Union Landing's central and convenient location and the convergence of the Union City community. The logo is designed to be used in number of styles for use across multiple platforms.

PARADE OF BANNERS



The banner program is designed to visually connect one-side of the center to the other with a "pageantry" of banners on the main thoroughfares. New logo banners were launched in 2020 and replaced in 2024 with the addition of holiday banners.

REGULATORY SIGNAGE AND PARKING LOT IDS



To address an over-abundance of regulatory signs, many in disrepair and with inconsistent regulatory messaging, the ULPOA approved the fabrication and installation of regulatory signage at the entrances to the center. In addition, to support connectivity and visitor support, parking lot ID signage was installed in parking lots throughout the center.

City Council/RSA Agenda

WELCOME TO UNION LANDING



At the corner of Alvarado-Niles Road and Dyer Street and Alvarado-Niles Road and Courthouse Drive, the gateway wall areas were updated in 2021 with the center's new branding and refreshed landscaping. This was a public-private partnership with the City and PBID contributing funds.

LANDSCAPE DESIGN FOR GATEWAY WALLS AND MEDIANS



Three gateway walls welcome visitors to the center located at the main throughfare on Alvarado-Niles/Dyer Street and Courthouse Drive. Renovation of the walls included installation of the new logo, fresh paint and drought-resistant landscaping. PBID and City funds were used to pay for improvements and the project was completed in 2023. City-owned medians also required renovation to remove aged landscaping and unhealthy trees to be replaced with drought-resistant landscaping and upgraded irrigation. Union City paid for landscape design and installation. This project was completed in 2025. Both projects were managed by city staff.

PYLON RENOVATION

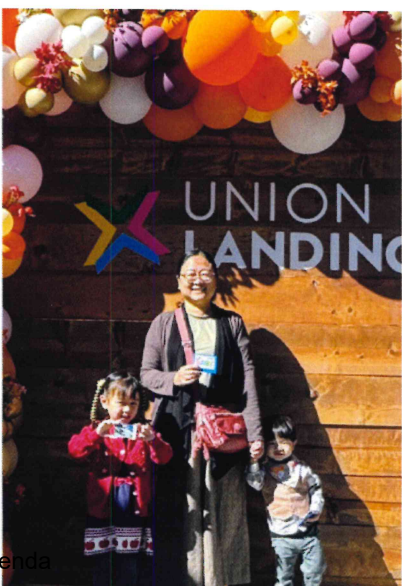


The Union Landing pylon signs are some of the most recognizable landmarks for Union City. Located alongside interstate 880, the towering monuments are seen by almost 200,000 drivers every day. Erected in 2000, both pylons serve as the face for the Union Landing Shopping Center and exist as valuable indicators of the various amenities the center has to offer. However, after 24 years, the age of the pylons was evident through its outdated branding and faded façade coloring. To remedy this, the ULPOA and the City partnered to make the investments necessary to give the structures a much needed renovation.

Tuesday, July 8, 2025

EVENTS

Since Union Landing consists of multiple properties/ownership, the Board prioritized creation of a unified website for all of the businesses on one platform along with social media campaigns. In addition, current marketing strategies include center-wide events to increase foot traffic paid for by the PBID, which were promoted on the website and social media platforms.



**CONDUCT A PUBLIC HEARING AND ADOPT A RESOLUTION
DECLARING RESULTS OF AN ASSESSMENT BALLOT PROCEEDING
FOR THE UNION LANDING PROPERTY AND BUSINESS
IMPROVEMENT DISTRICT AND ADOPT A RESOLUTION RENEWING
THE UNION LANDING PROPERTY AND BUSINESS IMPROVEMENT
DISTRICT FOR A PERIOD OF 5 YEARS AND LEVY AND COLLECT
ASSESSMENTS FOR FISCAL YEAR 25/26**



**Pursuant to the Property and Business Improvement District Law of
1994, Part 7 of Division 18 of the California Streets and Highway Code**

City Council/RSA Agenda

183

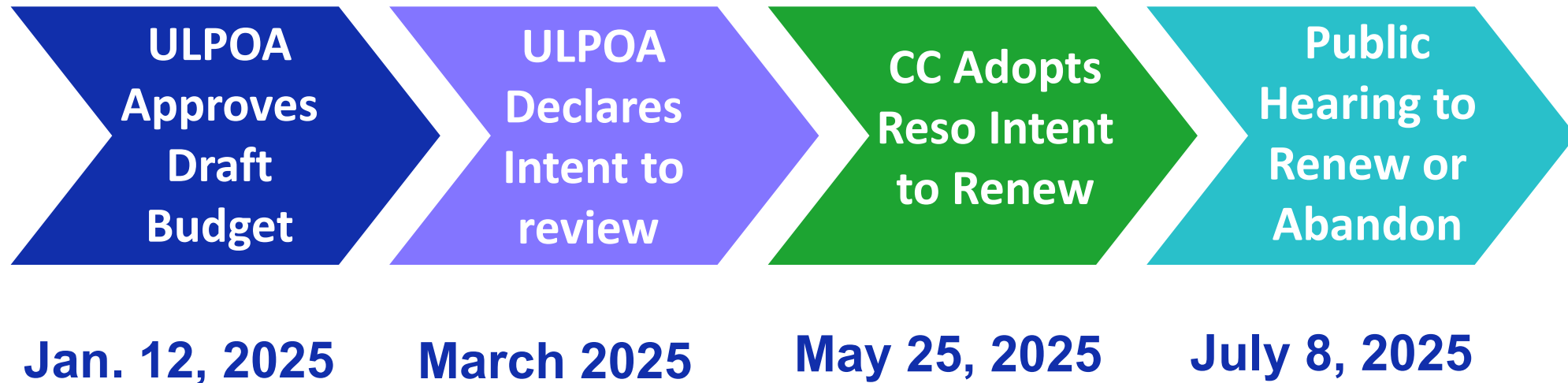
Tuesday, July 8, 2025

Item 6.a



Background

PBID Renewal Process



What Union Landing Means to Union City

- **Union Landing = Regional destination for retail, dining, and recreation**
- **Community Gathering Space = A place to gather and celebrate**
- **Sales Taxes Generation = Retail sales generates 21.3% of the city's revenues**
- **Top sales tax generators = Best Buy, Burlington, Flor, In-N-Out Burgers, Lowes, Ross, Walmart Stores**
- **Other Revenues = Business License Taxes and Property Taxes**



UNION LANDING

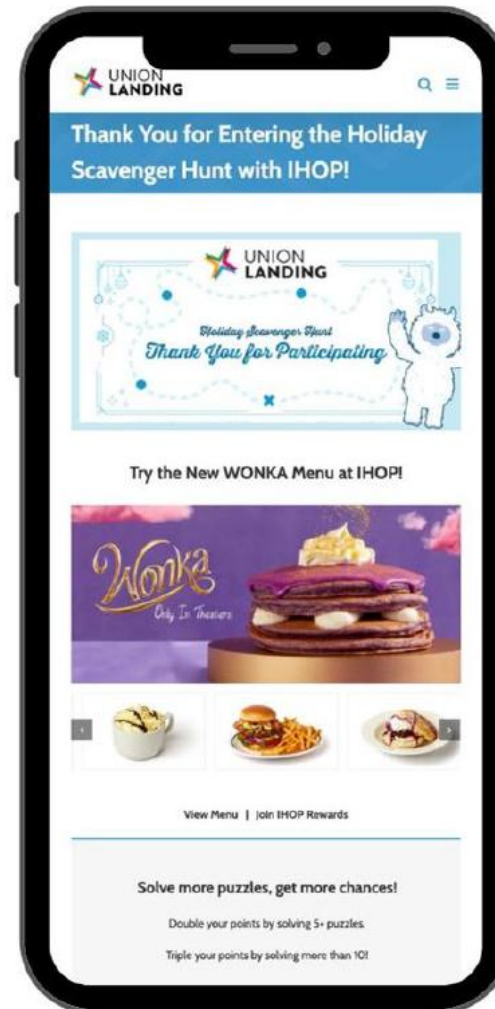
| What the PBID Pays For: Security Services

- Three dedicated Officers, Vehicles and Equipment
- Police Sub-Station (located at Union Landing) and supplies
- Enhanced Public Safety Measures



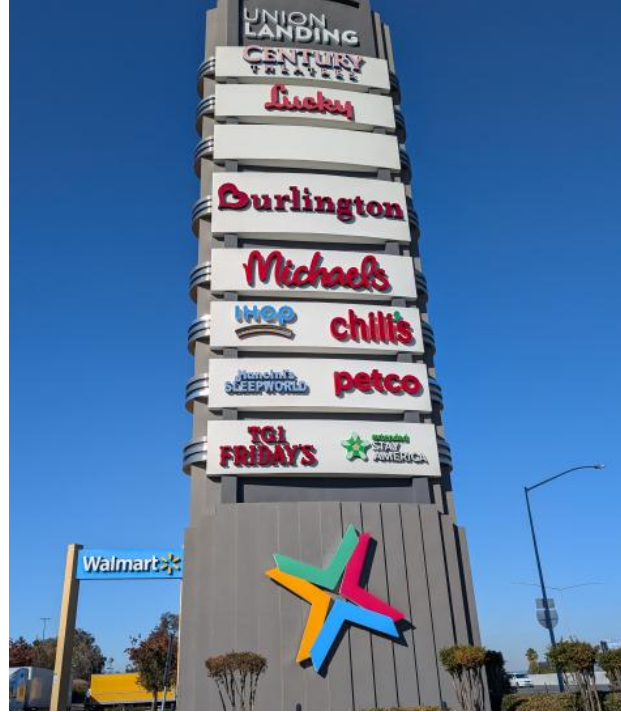
What the PBID Pays For: Marketing Services

- Marketing and promotions: website, social media campaigns, banners, signage
- Events at Shopping Center throughout the year



Visit
Union
Landing!





Celebrating Accomplishments – Past 5 Years

- Developed a Strong Partnership with Directors, City and Police Department
- Capital Improvement Projects - Improved the overall appearance of the center
- No big box vacancies, strong retail sales
- Generated significant Sales Tax revenues

The Renewal Process

Public/Private Partnership Stronger and Better Together



Property Business Improvement District Renewal

- Three Officers, Marketing and Promotions
- Five Year Term
- Outside Management

Overview of Assessments

Year	Assessments
Year 1 – Special Benefit Assessments	\$1,615,471.62
Year 1- City General Benefit	\$75,399
Year 2 – Special Benefit Assessments	\$1,214,674.99
Year 2 - City General Benefit	\$54,208

Year 1 = 18 months
FY to Calendar Year



Public Hearing Overview

- Open Public Hearing for Public Comment; deadline for receiving ballots
- Close Public Hearing
- CC Recess while City Clerk Tabulates ballots
- City Council adopts Resolution Confirming Ballot Tabulation
- If no Majority Protest exists, the City Council adopts Resolution to Renew the PBID for a Five- Year Term

Council Recommendation

Staff recommends:

- The City Council hold the Public Hearing, then have the City Clerk tabulate the assessment ballots
- Upon assessment ballot tabulation, staff recommends the City Council adopt a resolution declaring the results of the ballot tabulation
- If a majority protest does not exist, adopt a resolution renewing the PBID and levying and collecting assessments for FY 25/26



Agenda Item

DATE: 7/8/2025

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: JOAN MALLOY, CITY MANAGER

SUBJECT: ADOPT A RESOLUTION AUTHORIZING THE CITY MANAGER TO SUBMIT AN ALLOCATION REQUEST TO THE METROPOLITAN TRANSPORTATION COMMISSION (MTC) FROM THE REGIONAL MEASURE 3 DUMBARTON CORRIDOR IMPROVEMENTS PROGRAM AND ACCEPTING ALAMEDA COUNTY TRANSPORTATION COMMISSION'S DESIGNATION OF THE CITY OF UNION CITY AS IMPLEMENTING AGENCY FOR QUARRY LAKES PARKWAY, CITY PROJECT NO. 18-04

EXECUTIVE SUMMARY

Staff recommends that the City Council adopt a resolution authorizing the City Manager to submit an allocation request to the Metropolitan Transportation Commission (MTC) from the Regional Measure 3 Dumbarton Corridor Improvements Program and accepting Alameda County Transportation Commission's designation of the City of Union City as Implementing Agency for the Quarry Lakes Parkway, City Project No. 14-14.

STRATEGIC PLAN ALIGNMENT

This agenda item is in alignment with the following:

Goal C, Strategy 2: Economic, Community Development and Public Safety – Facilitate the build out of the greater Station District Area through the construction of the Quarry Lakes Parkway, upgrades to the BART Station and completion of the Pedestrian Rail Crossing and the sale and development to of City-owned land.

Goal D, Strategy 2: Environmental Sustainability and Infrastructure – Implement the City's capital improvement plan.

BACKGROUND

The Metropolitan Transportation Commission (MTC), a regional planning agency, has been designated as the federal Metropolitan Planning Organization (MPO) and the state Regional Transportation Planning Agency ("RTPA") for the San Francisco Bay Area. At designated times, MTC receives available regional, state and federal funds as an MPO and RTPA, and, in turn, provides these funds to local agencies for planning and programming transportation, transit, land use, or other projects relevant to MTC or its statutory purposes (the "Project" or "Projects").

To solve the Bay Area's growing traffic congestion problems, voters in 2018 approved Regional Measure 3 (RM 3) to finance \$4.45 billion for highways and transit improvements through a one dollar increase in tolls for the region's seven (7) state-owned toll bridges, including the San Francisco-Oakland Bay Bridge, the San Mateo-Hayward Bridge, the Dumbarton Bridge, the Richmond-San Rafael Bridge, the Benicia-Martinez Bridge, the Carquinez Bridge and the Antioch Bridge. The previous toll measures approved by voters in the nine Bay Area counties - Alameda, San Francisco, San Mateo, Santa Clara, Contra Costa, Napa, Marin, Solano and Sonoma -- included Regional Measure 1 (RM 1) in 1988 and Regional Measure 2 (RM 2) in 2004. The Dumbarton Express, which provides regional transit service for the residents of Alameda County to the jobs in San Mateo County, has received operating and capital improvement funds through these past toll measure programs. However, there has not been significant funding for local projects to improve the east-west commute along the Dumbarton Corridor or Decoto Road, a High Injury Network (HIN) in Southern Alameda County, from these past toll measures.

The Regional Measure 3 Expenditure Plan has identified a list of corridor improvements under Corridor- Specific Capital Projects. Under the South (San Mateo-Hayward, Dumbarton) list of projects, \$130 million has been programmed for the Dumbarton Corridor Improvement (see Attachment 1 for the RM 3 Expenditure Plan).

The statute description for the Dumbarton Corridor Improvement states:

“Funding planning, environmental review, design and construction of capital improvements with the Dumbarton Bridge and rail corridors in the Counties of Alameda and San Mateo to relieve congestion, increase person throughput, and offer reliable travel times. Eligible projects include, but not limited to, the projects recommended in the Dumbarton Corridor Transportation Study and improvements to facilitate rail and transit connectivity among the Altamont Commuter Express, Capitol Corridor and Bay Area Rapid Transit, including rail connection at the Shinn Station. The project sponsors are the Bay Area Toll Authority, Alameda County Transportation Commission, San Mateo County Transit District and the San Mateo County Transportation Authority.”

The Dumbarton Corridor Transportation Study, completed in 2017, discussed the proposed Dumbarton Rail Corridor service connecting Caltrain in San Mateo County to BART at the Union City BART Station in Alameda County. In 2019, San Mateo County Transit District (SamTrans) partnered with Facebook on the Dumbarton Rail Corridor (DRC) Study to review and evaluate alignments and types of rail modes for connecting San Mateo County to Alameda County along the Dumbarton- Decoto Corridor. This study was put on hold in 2021 and has not been completed.

MTC’s Southern Alameda County Integrated Rail Study (SoCo Rail), Phase 2, completed in 2023, has recommended the proposed “Shinn Station” option at the Union City Intermodal Station, which currently serves BART, AC Transit, Dumbarton Express, Union City Transit, and potential future ACE service.

DISCUSSION

In early 2023, with guidance from Mayor and MTC Commissioner Carol Dutra-Vernaci, the southern Alameda County cities of Fremont and Newark, as well as AC Transit and Alameda County Transportation Commission (Alameda CTC), began identifying potential capital improvement projects along or parallel to the Dumbarton-Decoto Road corridor that were ready for construction within the next five years.

The Quarry Lakes Parkway Project and the BART At-Grade Pedestrian Crossing Project clearly meet the statute language for the RM 3, Dumbarton Corridor Improvement program funds. Also, these projects are identified in Alameda CTC’s Countywide Transportation Plan (CTP) and MTC’s Plan Bay Area (PBA) 2050 Plus.

In early 2023, Union City submitted the initial project information to Alameda CTC and MTC, requesting \$25.0 million for Quarry Lakes Parkway and \$3.0 million for the BART At-Grade Pedestrian Crossing for their review and comments. In February 2024, MTC met with project sponsors to review and discuss all potential projects under consideration.

On June 24, 2024, at the MTC Commission Meeting, the Commission unanimously approved the staff recommendation for programming \$130 million to projects in Alameda and San Mateo County with \$72.0 million for specific projects in Fremont, Newark and Union City (see Attachment 2 for the MTC Dumbarton Corridor Programming Presentation and Attachment 3 for the MTC’s Updated Resolution No. 4411 for the Dumbarton Corridor Improvement Program).The MTC action approved the award of a total of \$28.0 million to Union City projects, including \$25.0 million for Quarry Lakes Parkway and \$3.0 million for the Union City BART East Entrance and At-Grade Crossing as noted on Slide 4 of the Presentation.

On September 10, 2024, City Council adopted Resolution No. 6360-24, authorizing the City Manager to submit an Allocation Request to the Metropolitan Transportation Commission from the Regional Measure 3 Dumbarton Corridor Improvements Program, in the amount of \$3,000,000 (\$3.0 million), and accepting Alameda County Transportation Commission’s designation of the City of Union City as Implementing Agency for the Union City BART East Entrance and At-Grade Pedestrian Crossing Project, City Project No. 14-14. On February 11, 2025, the City Council adopted Resolution No. 2025-020, accepting \$3 million from the Regional Measure 3 Dumbarton Corridor Improvement Program of the Metropolitan Transportation Commission for Union City BART East Entrance and At-Grade Pedestrian Crossing Project, City Project No. 14-14, increasing the revenue projections in the Capital Projects Fund by \$3.0 million and appropriating \$3.0 million to Project No. 14-14.

On January 14, 2025, City Council adopted Resolution No. 2025-007, authorizing the City Manager to submit an Allocation Request to the Metropolitan Transportation Commission from the Regional Measure 3 Dumbarton Corridor Improvements Program, in the amount of \$3,507,000, and accepting Alameda County Transportation Commission’s designation of the City of Union City as Implementing Agency for the Quarry Lakes Parkway, City Project No. 18-04. Staff is presenting a new resolution to supersede Resolution No. 2025-007, one that will enable the City to request the entire grant award of \$25.0 million of the Regional Measure 3 Dumbarton Corridor Improvements Program funds. The purpose of requesting the entire \$25.0 million now is to meet MTC funding deadlines and to demonstrate full funding for Quarry Lakes Parkway Phase 1 (Mission Boulevard to 7th Street) and Phase 2 (Caltrans/Gateway property).

On June 24, 2025, the City Council adopted Resolution No. 2025-087, authorizing the City Manager to execute Amendment No. 3 to the

Alameda County Transportation Commission (Alameda CTC) Project Funding Agreement (PFA) No. A22-0053 to accept an additional \$3,995,000, for a total PFA of \$8,996,191, for the Final Design of Phase (Segment) 2 for the Quarry Lakes Parkway (East West Connector) Project, City Project No. 18-04. This amendment will allow the Consultant, Mark Thomas and Company, to prepare Final Plans, Specifications and Estimate (PS&E) by summer of 2026 for advertisement and award by late 2026/early 2027.

The critical funding requirements of the Regional Measure 3 Dumbarton Corridor Improvement Program dictate that all the projects be approved for funding by the cities, by Alameda CTC and by MTC before December 31, 2025, followed by construction in the following years. Project funding signs must be placed at the limits of the project area during construction.

To meet the MTC funding requirements, the City proposes to use \$20.0 million for the environmental off-site mitigation contract; \$1.5 million for the Quarry Lakes Parkway, Phase 1; and \$3.5 million for Quarry Lakes Parkway, Phase 2, totaling \$25.0 million of the Regional Measure 3 Dumbarton Corridor funds programmed specifically for Union City and Quarry Lakes Parkway.

The environmental off-site mitigation contract is required because of the impacts to existing wetlands, riparian areas, species, and waters. These impacts are due to the realignment of the Line M Flood Control Channel and the disturbance of existing wetlands area in Quarry Lakes Parkway, Phase 1, and the construction of new outfall structures along Old Alameda Creek in Quarry Lakes Parkway, Phase 2. All the regulatory permits must be approved before completion of the 95% PS&E Submittal to allow the permit conditions to be included in the Final PS&E before the City can advertise the project for construction. The City is currently coordinating with the Regional Water Quality Control Board (RWQCB) to approve the requirements of the environmental off-site mitigation work. In April 2025, RWQCB agreed on the proposed off-site mitigation site at Manning Ranch in the foothills of the Livermore Valley area. This environmental off-site mitigation construction is scheduled to begin late 2025 and should be completed by end 2026.

The construction cost for Quarry Lakes Parkway, Phase 1, is estimated at \$41.3 million. Phase 1 includes the relocation of the Corp Yard security wall to accommodate the new alignment of the Line M Flood Control Channel and acquisition of approximately a quarter of the Corp Yard property. Also, the construction will be an inconvenience to the daily Public Works operations, Union City Transit and Dumbarton Express operations and their fleet parking area located in the southern area of the yard. The \$1.5 million of the Regional Measure 3 Dumbarton Corridor funds for Quarry Lakes Parkway, Phase 1, will be used to pave the southern area of the Corporation Yard in advance of the Phase 1 construction to facilitate the construction of Quarry Lakes Parkway and minimize the impact on UC Transit, Dumbarton Express, and the daily operations of Public Works. The advance construction contract is anticipated to begin by the Spring of 2026 and should be completed by the end of 2026.

The remaining \$3.5 million of the Regional Measure 3 Dumbarton Corridor funds will be used for the construction of Quarry Lakes Parkway, Phase 2, estimated at \$42.1 million. The construction of Phase 2 is scheduled to begin late 2026 and should be completed by the end of 2028.

Union City is required to submit an Allocation Request package to MTC for RM 3, Dumbarton Corridor Improvement program funds, including the attached resolution formatted to MTC's specifications for the Quarry Lakes Parkway, City Project No. 18-04. The Allocation Request package will be initially submitted to MTC in July 2025 for their initial review and comments before formal submittal to Alameda CTC for approval. Alameda CTC anticipates Committee and Commission approvals in September 2025, followed by MTC board approval in October 2025.

FISCAL IMPACT

Union City will coordinate with Alameda CTC and MTC staff to finalize the allocation request package, which will be part of the MTC's Project Funding Agreement. Once we receive the executed Project Funding Agreement, expected around October 2025, staff will request the City Council to accept the \$25,000,000 and increase the Capital Improvement budget of the Quarry Lakes Parkway, City Project No. 18-04, by this new grant amount.

There is no impact to the General Fund.

RECOMMENDATION

Staff recommends that the City Council adopt a resolution authorizing the City Manager to submit an allocation request to the Metropolitan Transportation Commission (MTC) from the Regional Measure 3 Dumbarton Corridor Improvements Program and accepting Alameda County Transportation Commission's designation of the City of Union City as Implementing Agency for the Quarry Lakes Parkway, City Project No. 14-14.










Prepared by:

Marilou Ayupan, Public Works Director

Submitted by:

Marilou Ayupan, Public Works Director

ATTACHMENTS:

Description		Type
	Attachment 1 - RMB Expenditure Plan	Attachment
	Attachment 2 - MTC RMB Dumbarton Program Recommendation Presentation	Attachment
	Attachment 3 - MTC Updated Resolution No. 4411	Attachment
	Draft Resolution	Resolution
	Exhibit A - RMB Dumbarton: Initial Project Report (IPR) Form	Exhibit
	Exhibit B – RMB Dumbarton: Funding Plan	Exhibit
	Exhibit C – RMB Dumbarton: Request for Allocation Form	Exhibit
	Exhibit D- RMB Dumbarton: Cash Flow Plan	Exhibit
	PowerPoint Presentation	Attachment

REGIONAL MEASURE 3 EXPENDITURE PLAN (<i>\$ in millions</i>)		
OPERATING PROGRAM		
All- Corridor Annual Operating Program		
All Corridors		
Transbay Terminal		5
Ferries (Funding ramps up to \$35 million over five years)		35
Regional Express Bus		20
Annual Operating Program Total		\$ 60
CAPITAL PROJECTS		
Regional Programs		
BART Expansion Cars		500
Bay Area Corridor Express Lanes		300
Ferry Enhancement Program		300
Goods Movement and Mitigation		160
San Francisco Bay Trail / Safe Routes to Transit		150
Capitol Corridor		90
Next Generation Clipper Transit Fare Payment System		50
Regional Programs Subtotal (35%)		\$ 1,550
Corridor-Specific Capital Projects		
Central (San Francisco-Oakland Bay Bridge)		
Caltrain Downtown Extension		325
Muni Fleet Expansion and Facilities		140
Core Capacity Transit Improvements		140
AC Transit Rapid Bus Corridor Improvements		100
Transbay Rail Crossing		50
Interstate 80 Transit Improvements		25
Central Subtotal (27%)		\$ 780
South (San Mateo-Hayward, Dumbarton)		
BART to San Jose Phase 2		375
Tri-Valley Transit Access Improvements		100
Eastridge to BART Regional Connector		130
San Jose Diridon Station		100
Dumbarton Corridor Improvements		130
Highway 101/State Route 92 Interchange		50
Interstate 680/SR 84 Interchange Reconstruction		85
Interstate 680/Interstate-880/Route 262 Freeway Connector		15
South Subtotal (34%)		\$ 985
North (Richmond-San Rafael, Benicia-Martinez, Carquinez, Antioch)		
Contra Costa 680/State Route 4 Interchange Improvements		210
U.S. 101 Marin-Sonoma Narrows		120
Solano County Interstate 80/Interstate 680/State Route 12 Interchange Project		150
Interstate 80/Westbound Truck Scales		105
State Route 37 Improvements		100
Sonoma-Marin Area Rail Transit District (SMART) Extension to Windsor & Healdsburg		40
San Rafael Transit Center		30
Richmond-San Rafael Bridge Access Improvements		210
North Bay Transit Access Improvements		100
SR 29 Improvements		20
East Contra Costa County Transit Intermodal Station		15
Byron Highway-Vasco Road Airport Connector		10
Vasco Road Safety Improvements		15
Interstate 680 Transit Improvements		10
North Subtotal (39%)		\$ 1,135
Corridor-Specific Capital Projects Subtotal (65%)		2,900
Capital Projects Grand Total		4,450



RM3 Capital Programming for Dumbarton Corridor Improvements

Updated Version



METROPOLITAN
TRANSPORTATION
COMMISSION

MTC Commission Meeting
June 24, 2024

Language in RM3 Statute

- Project Title and Amount: Dumbarton Corridor Improvements, \$130 million
- Scope: Fund planning, environmental review, design, and construction of capital improvements within Dumbarton Bridge and rail corridor in the Counties of Alameda and San Mateo to relieve congestion, increase person throughput, and offer reliable travel times.
- Eligible projects include, but are not limited to, the projects recommended in the Dumbarton Corridor Transportation Study and improvements to facilitate rail and transit connectivity among the Altamont Corridor Express, Capitol Corridor, and Bay Area Rapid Transit District, including a rail connection at Shinn Station.
- Project sponsors: Bay Area Toll Authority, Alameda County Transportation Commission, the San Mateo County Transit District, and the San Mateo County Transportation Authority

Distribution Principles

1. Geographic and Sponsor Balance

- 25% each to be designated by Alameda County, San Mateo County, and BATA
- 25% to be competitive

2. Retaining purchasing power of RM3

3. Reduce congestion in the corridor

4. Consistency with Plan Bay Area and regional policies

Staff Proposal

PROJECT	IMPLEMENTING AGENCY	PROGRAMMING RECOMMENDATIONS *				
		ALA - \$32.5M	BATA - \$32.5M	SM - \$32.5M	Competitive Funding - \$32.5 M	Total RM3 Funding
UNION CITY BART EAST ENTRANCE AND AT GRADE CROSSING	UNION CITY	\$ 3,000,000				\$ 3,000,000
DECOTO ROAD COMPLETE STREETS	FREMONT	\$ 11,200,000			\$ 7,000,000	\$ 18,200,000
I-880/DECOTO INTERCHANGE MODERNIZATION	FREMONT					
QUARRY LAKES PARKWAY	UNION CITY	\$ 18,300,000	\$ 6,700,000			\$ 25,000,000
THORNTON AVENUE COMPLETE STREETS & BAY TRAIL	NEWARK				\$ 15,000,000	\$ 15,000,000
DUMBARTON BRIDGE TO QUARRY LAKES TRAIL	FREMONT		\$ 10,800,000			\$ 10,800,000
SAN MATEO DUMBARTON BUSWAY	SAMTRANS			\$ 5,000,000		\$ 5,000,000
101/84 INTERCHANGE REIMAGINED	RWCity/SMCTA		\$ 10,000,000	\$ 27,500,000	\$ 10,500,000	\$ 48,000,000
DUMBARTON FORWARD OPERATIONAL IMPROVEMENTS	BATA		\$ 5,000,000			\$ 5,000,000
TOTAL		\$ 32,500,000	\$ 32,500,000	\$ 32,500,000	\$ 32,500,000	\$ 130,000,000

*General condition: Projects programmed below must submit allocation requests consistent with the RM3 Policies and Procedures, including an adopted board resolution and updated Initial Project Report that demonstrates full funding commitments for the requested project phase. If these are not submitted by December 31, 2025, MTC staff will request a project update for the Commission and could recommend deprogramming the funds.

Recommendation and Next Steps

- MTC Resolution No. 4411, Revised - approve initial programming as outlined today
- Staff will bring proposed allocations to Commission for consideration on a rolling basis as projects are ready, in accordance with RM3 Policies and Procedures



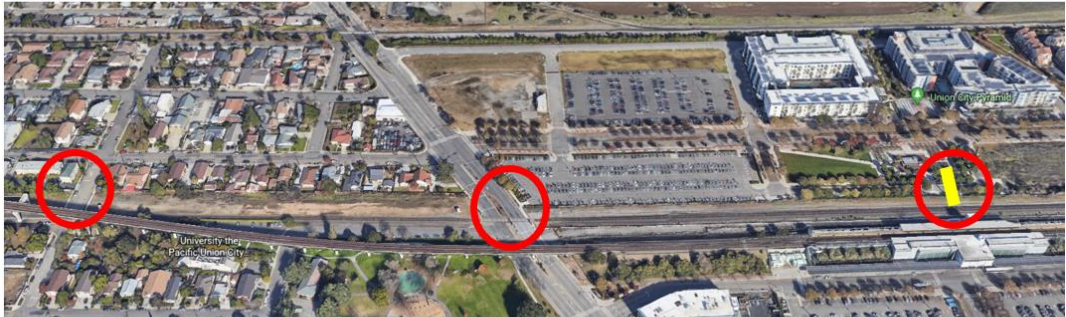
Appendix -- Project Detail

Union City BART East Entrance and At-Grade Crossing

Project Sponsor	City of Union City
Scope	New East entrance to Union City BART station, at-grade UPRR crossing, other area pedestrian improvements
RM3 Funding Amount	\$3M (Alameda)
RM3 Phase	CON
Total Cost	\$8.4M
Schedule	Begin construction 2024, open summer 2025



Proposed BART Pedestrian At-Grade Crossing Project (Oakland Subdivision)



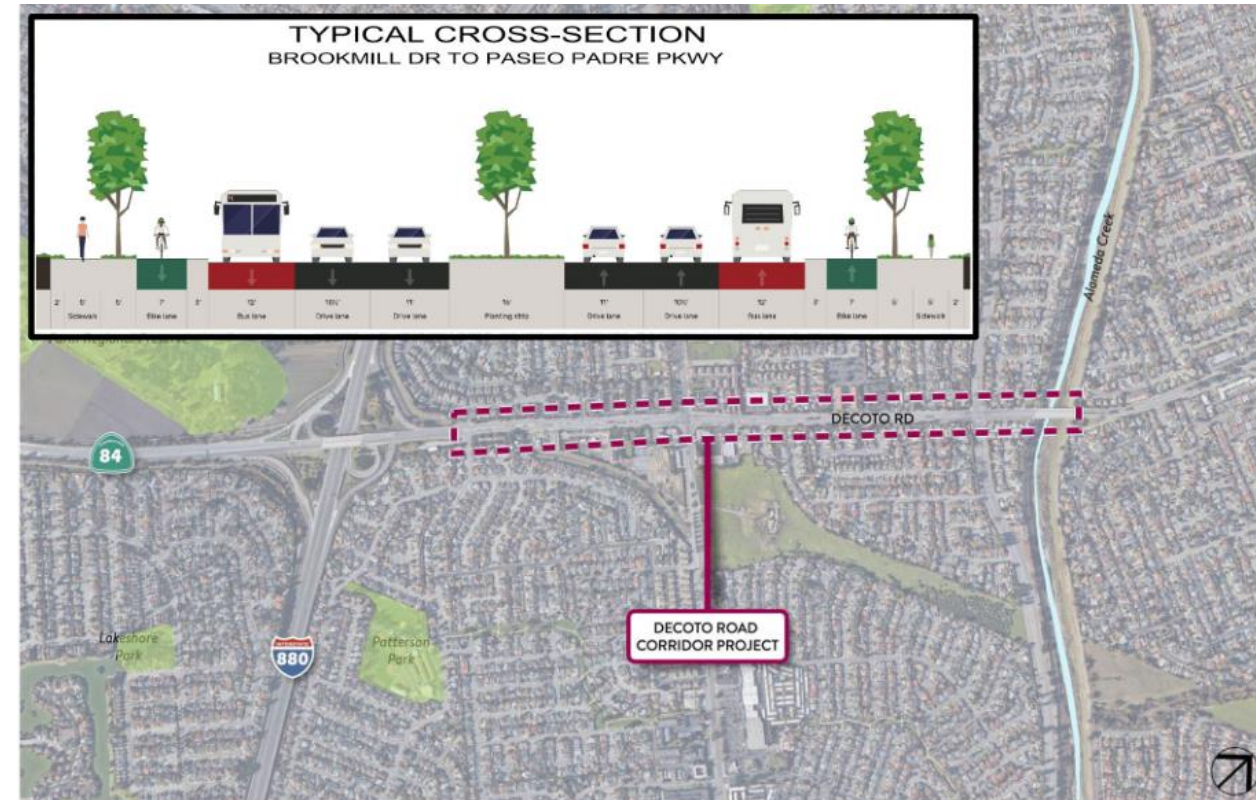
“I” ST. AT-GRADE CROSSING (CLOSURE)

DECOTO ROAD PEDESTRIAN CROSSING IMPROVEMENTS (Oak Sub/MP 26.20)

NEW BART PEDESTRIAN AT-GRADE XING (Oak Sub/MP 27.08)

Decoto Road Multimodal Complete Streets

Project Sponsor	City of Fremont
Scope	Between I-880 Interchange and Alameda Creek Trail, dedicated transit lanes and multipurpose paths each direction, two protected intersections, upgraded signals and lighting
RM3 Funding Amount	Up to \$18.2M total (\$11.2M Alameda, \$7M Competitive)
RM3 Phase	PS&E, ROW, CON
Total Cost	\$46.8M
Schedule*	Begin final design 2024, open spring 2027



Note: This project may be phased. Schedule is shown for Phase 1, which would focus on a two-way gap-closing cycle track along the north side, and pavement rehabilitation. Phase 1 estimated cost is \$10.5M.

I-880/ Decoto Road Interchange Modernization

Project Sponsor	City of Fremont
Scope	Multipurpose trail and dedicated transit lanes through intersection
RM3 Funding Amount	TBD (Portion of \$18.2M not dedicated to Decoto Road Complete Streets)
RM3 Phase	TBD
Total Cost	\$24.5M
Schedule	Funding dependent; could start construction 2026



If alternate funding for the Decoto Road Complete Streets project is found, RM3 allocations may be recommended for the I-880/ Decoto Interchange Modernization project so that the continuous active transportation and bus priority improvements may be made throughout this corridor.

Quarry Lakes Parkway

Project Sponsor	City of Union City
Scope	Construct a new four-lane multimodal, local street with a landscape median, buffer bike lanes and a separated continuous multi-use trail from Mission Blvd (SR 238) in Union City to Paseo Padre in Fremont
RM3 Funding Amount	\$25M total (\$18.3M Alameda, \$6.7M BATA)
RM3 Phase	ROW, CON
Total Cost*	\$211.8M
Schedule*	Begin construction 2025, open end of 2028

Note: Costs and schedule shown for Phases 1-3.

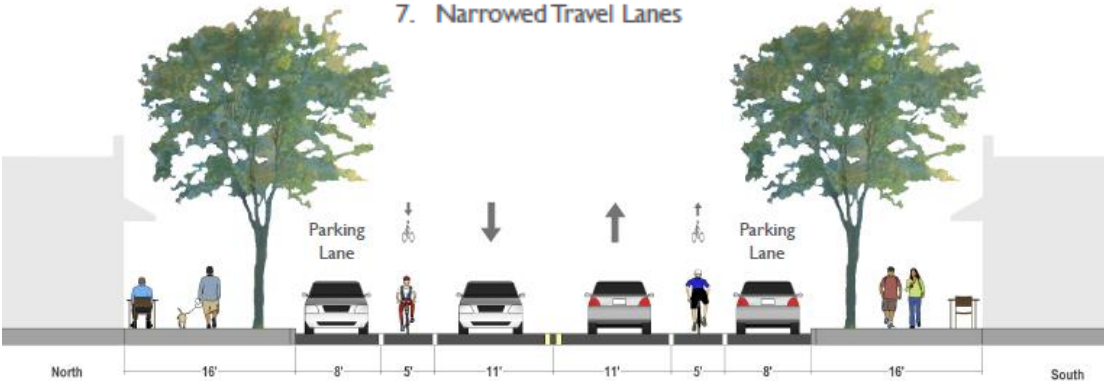


Thornton Avenue Multimodal Complete Streets

Project Sponsor	City of Newark
Scope	3-phase multimodal access improvements between SR-84 and I-880 in Newark, including Old Town Streetscape and Complete Streets and Thornton Ave Complete Streets (Hickory St to Gateway Blvd)
RM3 Funding Amount	\$15M, competitive
RM3 Phase	PS&E, CON
Total Cost*	\$36.8M
Schedule*	Phased; construction beginning 2025-2028, segments opening 2026-2029

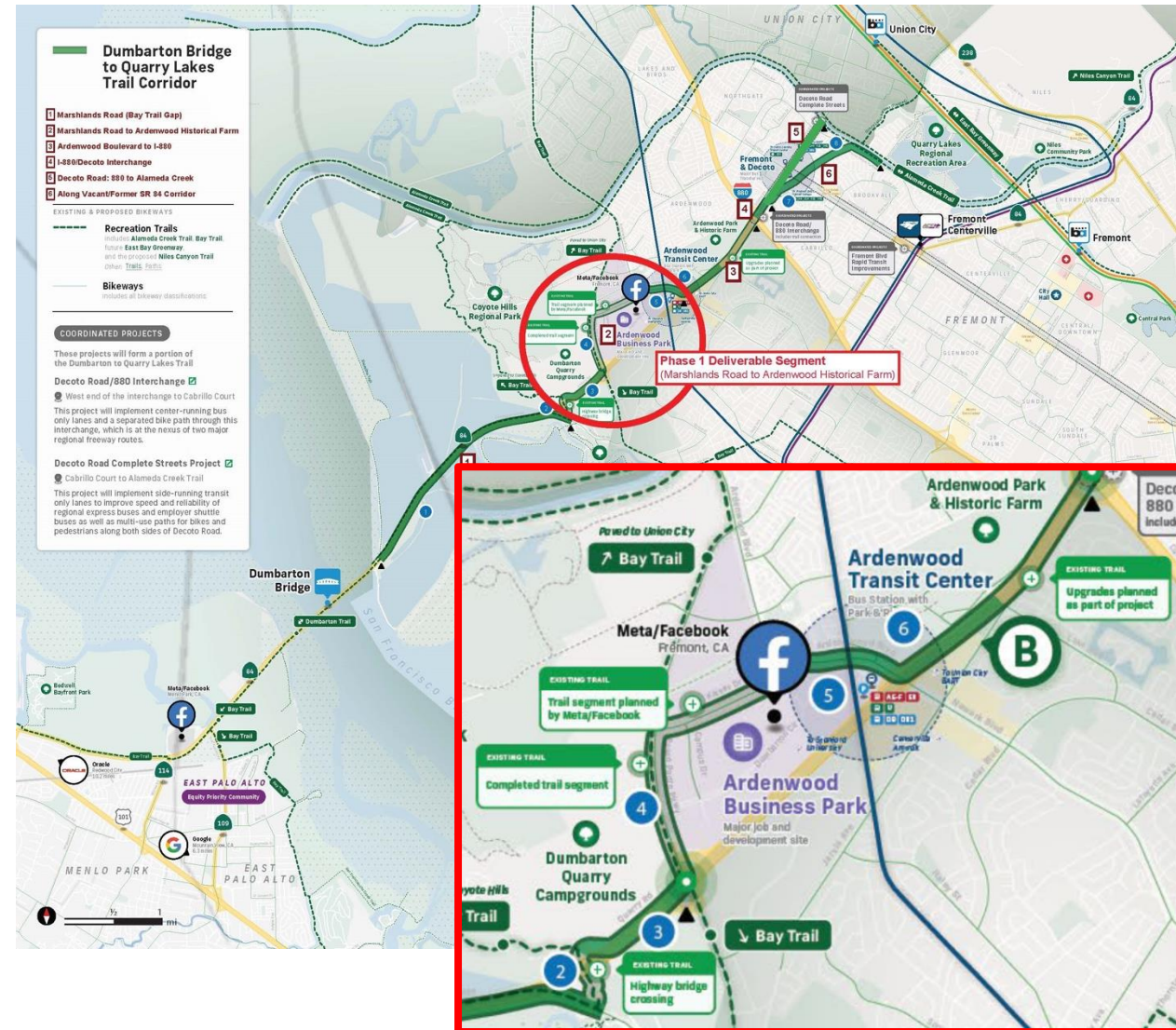


- 1. Gateway Sign
- 2. Improved Street Lighting
- 3. Stormwater Planters
- 4. Bulbouts
- 5. High-Visibility Crosswalk
- 6. Bike Lanes
- 7. Narrowed Travel Lanes



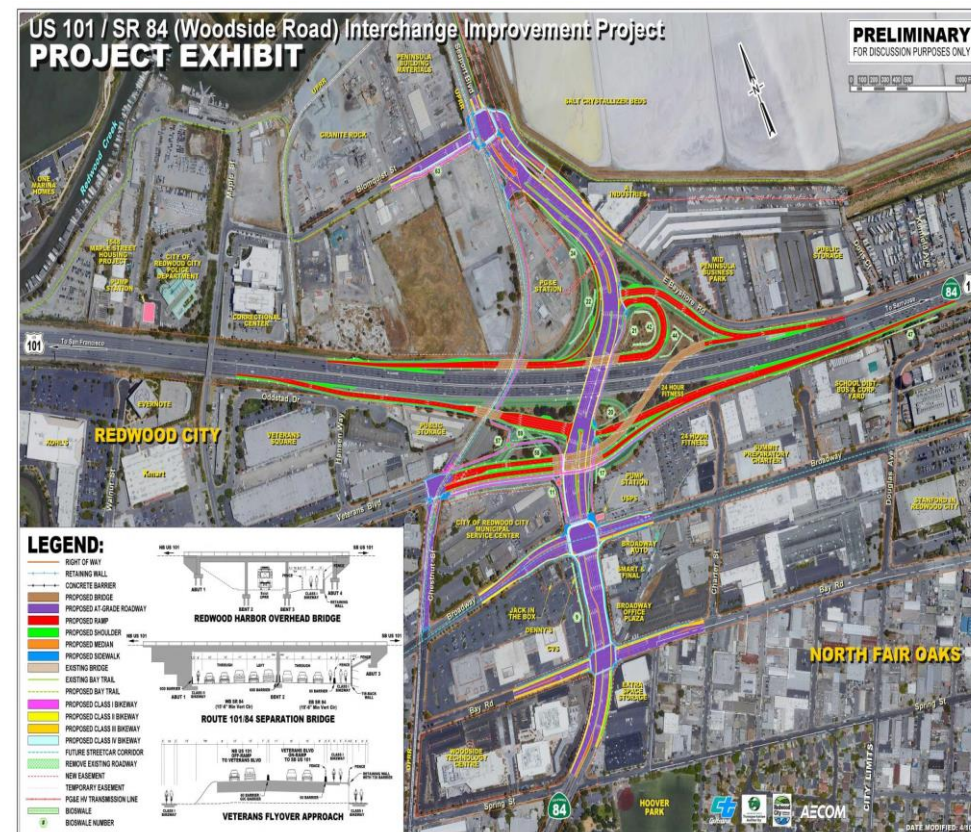
Dumbarton Bridge to Quarry Lakes Trail

Project Sponsor	City of Fremont
Scope	Segment 2 of trail, extending from SR 84 toll plaza to Ardenwood Transit Center, including existing toll plaza overcrossing
RM3 Funding Amount	\$10.8M, BATA
RM3 Phase	PS&E, ROW, CON
Total Cost	\$10.8M
Schedule	Construction beginning 2026, opening 2028



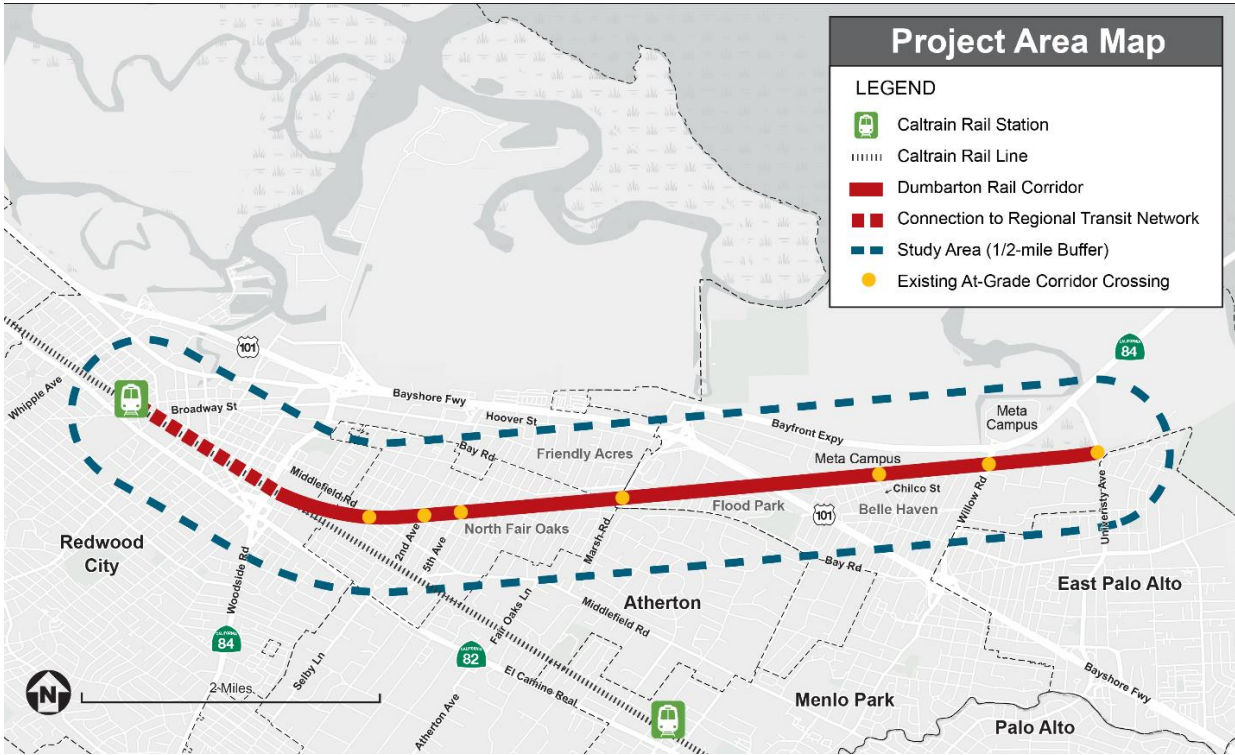
101/84 Interchange Reimagined

Project Sponsor	Redwood City, San Mateo County Transportation Authority
Project	US 101/84 Interchange Reimagined <ul style="list-style-type: none"> • Significant safety improvements • 4.21 Miles of new bike/ped • Improved access for transit shuttles from RWC Caltrain to Port and access to planned WETA ferry terminal
RM3 Funding Amount*	\$48M
RM3 Phase	CON
Total Cost	\$321M
Schedule	Construction start in 2027



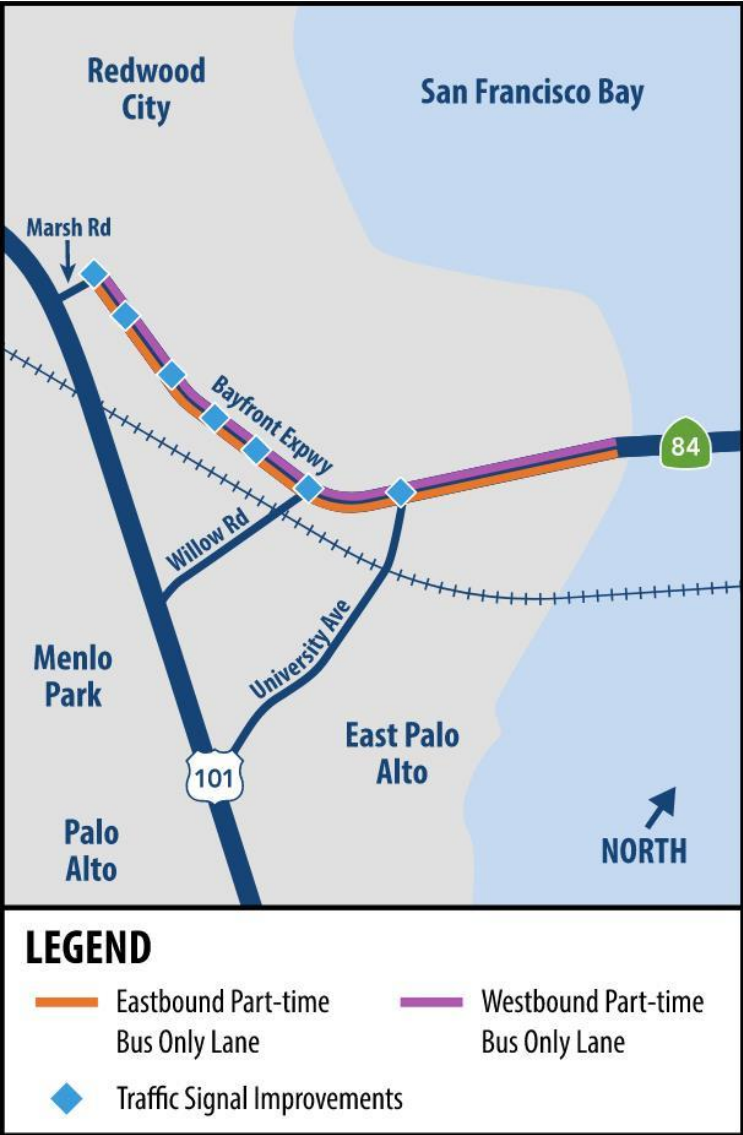
San Mateo Dumbarton Busway

Project Sponsor	Dumbarton Corridor Transitway
Scope	Business Case
RM3 Funding Amount	\$5 Million
RM3 Phase	Pre-environmental
Total Cost	\$150 Million (estimated total project cost)
Schedule	Construction beginning in 2029



BATA Programming/ Dumbarton Forward Operational Improvement Project

Project Sponsor	BATA and others as to be defined
Scope	Proposed Part-time Bus only Lane on San Mateo County side of Dumbarton Bridge; funding may also be recommended for further transit improvements and Bay Trail improvement studies
RM3 Funding Amount	\$5M, BATA (\$5M in RM2 is also dedicated to Dumbarton Forward)
RM3 Phase	CON
Total Cost	\$26M
Schedule	Construction completion summer 2026



Date: March 25, 2020
W.I.: 1258
Referred by: PAC
Revised: 05/27/20-C 06/23/21-C
07/28/21-C 11/16/22-C
06/26/24-C

ABSTRACT

MTC Resolution No. 4411, Revised

This resolution establishes programming for Regional Measure 3 (RM3) capital projects sponsored or co-sponsored by MTC or BATA.

This resolution includes the following attachments:

Attachment A – Goods Movement and Mitigation Program of Projects

Attachment B – Bay Area Corridor Express Lanes Program of Projects

Attachment C – North Bay Transit Access Improvements Program of Projects

Attachment D – Dumbarton Corridor Improvements Program of Projects

This resolution was revised on May 27, 2020 by Commission Action to add Attachment B – Bay Area Corridor Express Lanes Program of Projects.

This resolution was revised on June 23, 2021 by Commission Action to add Attachment C – North Bay Transit Access Improvements Program of Projects.

This resolution was revised on July 28, 2021 by Commission Action to amend Attachment B – Bay Area Corridor Express Lanes Program of Projects.

This resolution was revised on November 16, 2022 by Commission Action to amend Attachment A – Goods Movement and Mitigation Program of Projects.

This resolution was revised on June 26, 2024 by Commission Action to add Attachment D – Dumbarton Corridor Improvements Program of Projects, and to amend Attachments B and C to conform to programming and allocation actions taken by the Commission, including the addition of funds to the Bay Area Corridor Express Lanes program and further specification of a separate programming and allocation resolution for county programs under the North Bay Transit Access Improvements program.

Additional discussion of this allocation is contained in the Executive Director’s memorandum and MTC Programming and Allocations Committee Summary sheet dated March 11, 2020, May 13, 2020, June 9, 2021, July 14, 2021, November 9, 2022, and June 12, 2024, and the Commission summary sheet dated June 24, 2024.

Date: March 25, 2020
W.I.: 1258
Referred by: PAC

Re: Programming of Regional Measure 3 Capital Projects Sponsored or Co-Sponsored by MTC or BATA

METROPOLITAN TRANSPORTATION COMMISSION
RESOLUTION No. 4411

WHEREAS, pursuant to Government Code Section 66500 *et seq.*, the Metropolitan Transportation Commission (“MTC”) is the regional transportation planning agency for the San Francisco Bay Area; and

WHEREAS, Streets and Highways Code Sections 30950 *et seq.* created the Bay Area Toll Authority (“BATA”) which is a public instrumentality governed by the same board as that governing MTC; and

WHEREAS, on June 5, 2018, a special election was held in the City and County of San Francisco, and the Counties of Alameda, Contra Costa, Marin, Napa, San Mateo, Santa Clara, Solano, and Sonoma (individually, each a “County” and, collectively, the “Counties”) to approve a toll increase of three dollars (\$3.00) phased in over time, including a one dollar (\$1.00) toll increase on January 1, 2019, a one dollar (\$1.00) toll increase on January 1, 2022, and a one dollar (\$1.00) toll increase on January 1, 2025, for vehicles traveling on the state-owned bridges located in the San Francisco Bay Area (“Regional Measure 3”); and

WHEREAS, on September 26, 2018, the Bay Area Toll Authority (“Authority”) adopted Resolution No. 126 accepting certified statements from the Registrar of Voters of the City and County of San Francisco and each of the Counties and observing that a majority of all voters voting on Regional Measure 3 (“RM3”) at such special election voted affirmatively for RM3; and

WHEREAS, on December 19, 2018, the Authority adopted Resolution No. 128 adopting a toll schedule phasing in the toll increase approved pursuant to RM3, effective on January 1, 2019; and

WHEREAS, RM3 establishes the RM3 Expenditure Plan and identifies specific capital projects and programs and operating programs eligible to receive RM3 funding as identified in Sections 30914.7(a) and (c) of the California Streets and Highways Code; and

WHEREAS, BATA shall fund the projects of the RM3 Expenditure Plan by bonding or transfers to MTC; and

WHEREAS, MTC adopted RM3 Policies and Procedures for the implementation of the RM3 Expenditure Plan, specifying the allocation criteria and project compliance requirements for RM3 funding (MTC Resolution No. 4404); and

WHEREAS, the RM3 Expenditure Plan gives certain responsibilities to MTC or BATA for specific projects, including project sponsorship or co-sponsorship, making funds available for projects, providing funding for competitive grant programs, allocating funding to an agency designated to build a project, or consulting with entities to determine a project sponsor, as identified in Sections 30914.7(a) and (c) of the California Streets and Highways Code; and

WHEREAS, pursuant to Section 30914.7(a) of the California Streets and Highways Code, other entities are joint project sponsors of certain RM3 capital projects or otherwise listed in determining the project sponsor;

WHEREAS, the Attachments to this resolution, attached hereto and incorporated herein as though set forth at length, list project programming determinations for specific projects pursuant as Section 30914.7(a) of the California Streets and Highways Code; now, therefore, be it

RESOLVED, that MTC approves the programs of projects as set forth in the Attachments; and be it further

RESOLVED, that MTC may take further action to issue RM3 Letters of No Prejudice based on the programs of projects as set forth in the Attachments; and, be it further

RESOLVED, that further MTC action in the form of approved allocations are required to expend RM3 funds; and, be it further

RESOLVED, that MTC will meet all obligations for these projects regarding joint sponsors and other entities pursuant to Section 30914.7(a) of the California Streets and Highways Code; and be it further

RESOLVED, that a certified copy of this resolution and applicable attachments shall be forwarded to any applicable project sponsor, co-sponsor, or implementing agency.

METROPOLITAN TRANSPORTATION COMMISSION

Scott Haggerty, Chair

The above resolution was entered into
by the Metropolitan Transportation
Commission at the regular meeting
of the Commission held in San Francisco,
California, on March 25, 2020.

RM3 Program of Projects – Bay Area Corridor Express Lanes

RM3 Project No.	2
Project Title	Bay Area Corridor Express Lanes
Funding Amount	\$300,000,000
Statute Project Description	
Fund the environmental review, design, and construction of express lanes to complete the Bay Area Express Lane Network, including supportive operational improvements to connecting transportation facilities. Eligible projects include, but are not limited to, express lanes on Interstate 80, Interstate 580, and Interstate 680 in the Counties of Alameda and Contra Costa, Interstate 880 in the County of Alameda, Interstate 280 in the City and County of San Francisco, Highway 101 in the City and County of San Francisco and the County of San Mateo, State Route 84 and State Route 92 in the Counties of Alameda and San Mateo, Interstate 80 from Red Top Road to the intersection with Interstate 505 in the County of Solano, and express lanes in the County of Santa Clara.	
Statute Project Sponsor	
Eligible project sponsors include the Bay Area Infrastructure Financing Authority, and any countywide or multicounty agency in a bay area county that is authorized to implement express lanes. The Metropolitan Transportation Commission shall make funds available based on performance criteria, including benefit-cost and project readiness.	
Other Project Sponsor Action Required for Programming	
Sponsors must agree to follow regionally consistent toll policies established by MTC/BAIFA	

Program of Projects

Project Sponsor	Project Title	RM3 Amount (\$ millions)
San Mateo County Transportation Authority	US 101 Express Lanes: I-380 to Santa Clara County Line ¹	\$75
Solano Transportation Authority	Interstate 80 Express Lanes: Red Top Road to I-505 ²	\$70.424
Bay Area Infrastructure Financing Authority	Interstate 80 Express Lanes: Red Top Road to I-505 (Toll System) ²	\$31.276
Alameda County Transportation Commission	Interstate 680 Southbound Express Lane: Alcosta Boulevard to SR-84 ²	\$80
Express Lanes Program Reserve	TBD ³	\$60
Total		\$316.7

¹ Project exempt for requirement to follow regionally consistent toll policies established by MTC/BAIFA since toll funds were committed through prior BATA action.

² Funds programmed to these projects are intended as leverage for 2020 Senate Bill 1 (SB1) Solutions for Congested Corridors Program (SCCP), Trade Corridor Enhancement Program (TCEP), and Local Partnership Program (LPP). If the I-80 project fails to secure sufficient 2020 SB1 funding to fully fund the project and start construction as planned in 2021, the \$80 million in RM3 programmed to this project will be returned to the RM3 Express Lanes Program Reserve. If the I-680 project fails to secure fully funding and meet environmental and regulatory requirements to start construction by the end of calendar year 2022, the \$80 million in RM3 programmed to this project will be returned to the RM3 program reserve.

Note updated 6/26/24: \$16.7 million added to total to conform to January 24, 2024 action to redirect same amount from RM3 Project 21, Solano County I-80/I-680/SR-12 Interchange Project to the Express Lanes project.

- ³ Projects may include development or construction of express lanes or supportive operational improvements. Priority for a portion of this reserve will be given to Interstate 680 Northbound Express Lane: Livorna to Marina Vista, pending completion of environmental review, sufficient design to determine the benefit-cost ratio and development of a full funding plan.

North Bay Transit Access Improvements

RM3 Project No.	26
Project Title	North Bay Transit Access Improvements
Funding Amount	\$100,000,000
Statute Project Description	
Provide funding for transit improvements, including, but not limited to, bus capital projects, including vehicles, transit facilities, and access to transit facilities, benefiting the Counties of Marin, Sonoma, Napa, Solano, and Contra Costa. Priority shall be given to projects that are fully funded, ready for construction, and serving rail transit or transit service that operates primarily on existing or fully funded high-occupancy vehicle lanes.	
Statute Project Sponsor Description	
The project sponsor is the Metropolitan Transportation Commission. Eligible applicants are any transit operator providing service in the Counties of Contra Costa, Marin, Napa, Solano, or Sonoma.	
Other Project Sponsor Action Required for Programming	
MTC is delegating project selection for each county to the applicable County Transportation Agency, subject to review of consistency with RM3 legislation and RM3 policies and procedures. Prior to MTC programming projects in this category, a Board resolution from relevant County Transportation Agency will be required.	

Program of Projects

County	Implementing Agency	Project Title(s)	RM3 Amount (\$ millions)
Napa	Napa Valley Transportation Authority	Vine Transit Maintenance Facility	\$20
Contra Costa	TBD	TBD	\$20
Marin	TBD	TBD	\$20
Solano	TBD	TBD	\$20
Sonoma	TBD	TBD	\$20
Total			\$100

Note Updated 6/26/2024: Further programming and allocation of this program takes place through MTC Resolution No. 4584, Revised, *Approval of Regional Measure 3 Funds for North Bay Transit Access Improvements*, or other such allocation resolutions to be taken by the Commission.

Dumbarton Corridor Improvements

RM3 Project No.	17
Project Title	Dumbarton Corridor Improvements
Funding Amount	\$130,000,000
Statute Project Description	
Fund planning, environmental review, design, and construction of capital improvements within Dumbarton Bridge and rail corridor in the Counties of Alameda and San Mateo to relieve congestion, increase person throughput, and offer reliable travel times. Eligible projects include, but are not limited to, the projects recommended in the Dumbarton Corridor Transportation Study and improvements to facilitate rail and transit connectivity among the Altamont Corridor Express, Capitol Corridor, and Bay Area Rapid Transit District, including a rail connection at Shinn Station. The project sponsors are the Bay Area Toll Authority, Alameda County Transportation Commission, the San Mateo County Transit District, and the San Mateo County Transportation Authority. One hundred thirty million dollars (\$130,000,000).	
Statute Project Sponsor Description	
The project sponsors are the Bay Area Toll Authority, Alameda County Transportation Commission, the San Mateo County Transit District, and the San Mateo County Transportation Authority.	
Other Project Sponsor Action Required for Programming	
Designated project sponsors Alameda County Transportation Commission and San Mateo County Transit District / San Mateo County Transportation Authority will take board action approving initial project reports and allocation requests for projects from their respective county prior to MTC consideration. Implementing agencies (if different from designated project sponsor) will also take board action approving initial project report and allocation request prior to MTC consideration.	

Program of Projects

The program of projects is split into four categories, each totaling \$32.5 million: Alameda County projects, San Mateo County projects, BATA projects (may include bridge projects or projects in either Alameda or San Mateo counties), and competitive (may include any corridor project).

General condition: Projects programmed below must submit allocation requests consistent with the RM3 Policies and Procedures, including an adopted board resolution and updated Initial Project Report that demonstrates full funding commitments for the requested project phase. If these are not submitted by December 31, 2025, MTC staff will request a project update for the Commission and could recommend deprogramming the funds.

ALAMEDA COUNTY PROJECTS			
County	Implementing Agency	Project Title(s)	RM3 Amount (\$ millions)
Alameda	Union City	Union City BART Station: Pedestrian At-Grade Crossing at Oakland Rail Subdivision, New Station East Entrance	\$3.0
Alameda	Fremont	Decoto Road Complete Streets and I-880/Decoto Interchange Modernization ¹	\$11.2
Alameda	Union City	Quarry Lakes Parkway ²	\$18.3
Total			\$32.5

SAN MATEO COUNTY PROJECTS			
County	Implementing Agency	Project Title(s)	RM3 Amount (\$ millions)
San Mateo	SamTrans	San Mateo Dumbarton Busway	\$5.0
San Mateo ³	Redwood City/SMCTA	US 101/SR 84 Interchange Improvement Project	\$27.5
Total			\$32.5

BATA PROJECTS			
County	Implementing Agency	Project Title(s)	RM3 Amount (\$ millions)
Multiple	BATA	BATA Programming/ Dumbarton Forward Operational Improvements	\$5.0
Alameda	Union City	Quarry Lakes Parkway ²	\$6.7
Alameda	Fremont	Dumbarton Bridge to Quarry Lakes Trail	\$10.8
San Mateo ³	Redwood City/SMCTA	US 101/SR 84 Interchange Improvement Project	\$10.0
Total			\$32.5

COMPETITIVE FUNDING			
County	Implementing Agency	Project Title(s)	RM3 Amount (\$ millions)
Alameda	Fremont	Decoto Road Complete Streets and I-880/Decoto Interchange Modernization ¹	\$7.0
Alameda	Newark	Thornton Avenue Complete Streets & Bay Trail	\$15.0
San Mateo ³	Redwood City/SMCTA	US 101/SR 84 Interchange Improvement Project	\$10.5
Total			\$32.5

Project Funding Notes

1. The Decoto Road Complete Streets project is adjacent to the I-880/Decoto Interchange Modernization project. Funding for this corridor is prioritized under both Alameda County (\$11.2 million) and Competitive Funding (\$7 million) for a total of \$18.2 million. Both projects consist of continuous active transportation and bus priority improvements. The intent of funding from both Alameda and Competitive categories is to prioritize the Decoto Road Complete Streets project and pursue a full funding plan that would deliver both active transportation and transit priority elements for that project. However, if alternate funding for the Decoto Road Complete Streets project is found, RM3 allocations may be recommended for the I-880/ Decoto Interchange Modernization project so that the continuous active transportation and bus priority improvements may be made throughout this corridor.
2. The Quarry Lakes Parkway project is prioritized under both Alameda County (\$18.3 million) and BATA Funding (\$6.7 million) for a total of \$25 million.
3. The US 101/SR 84 Interchange Improvement project is prioritized under San Mateo County (\$27.5 million), BATA (\$10 million), and Competitive (\$10.5 million) for a total of \$48 million.

RESOLUTION NO. 2025-XXX

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF UNION CITY AUTHORIZING THE CITY MANAGER TO SUBMIT AN ALLOCATION REQUEST TO THE METROPOLITAN TRANSPORTATION COMMISSION FROM THE REGIONAL MEASURE 3 DUMBARTON CORRIDOR IMPROVEMENTS PROGRAM AND ACCEPTING ALAMEDA COUNTY TRANSPORTATION COMMISSION'S DESIGNATION OF THE CITY OF UNION CITY AS IMPLEMENTING AGENCY FOR THE UNION CITY QUARRY LAKES PARKWAY PROJECT, CITY PROJECT NO. 18-04

WHEREAS, SB 595 (Chapter 650, Statutes 2017), commonly referred to as Regional Measure 3, identified projects eligible to receive funding under the Regional Measure 3 Expenditure Plan; and

WHEREAS, the Metropolitan Transportation Commission (MTC) is responsible for funding projects eligible for Regional Measure 3 funds, pursuant to Streets and Highways Code Section 30914.7(a) and (c); and

WHEREAS, MTC has established a process whereby eligible transportation project sponsors may submit allocation requests for Regional Measure 3 funding; and

WHEREAS, allocation requests to MTC must be submitted consistent with procedures and conditions as outlined in Regional Measure 3 Policies and Procedures (MTC Resolution No. 4404); and

WHEREAS, the Alameda County Transportation Commission (Alameda CTC) is the sponsor of the Dumbarton Corridor Improvement Program project in the Regional Measure 3 Expenditure Plan; and

WHEREAS, the Dumbarton Corridor Improvement Program - Union City Quarry Lakes Parkway Project, City Project No. 18-04, is eligible for consideration in the Regional Measure 3 Expenditure Plan, as identified in California Streets and Highways Code Section 30914.7(a); and

WHEREAS, the Alameda CTC desires to designate the City of Union City as an entity that is eligible to request Regional Measure 3 funds for the Union City Quarry Lakes Parkway Project, City Project No. 18-04; and

WHEREAS, the Regional Measure 3 Initial Project Report (IPR) and Allocation Request Form, attached hereto and incorporated herein as though set forth at length, lists the project, purpose, schedule, budget, expenditure, and cash flow plan for which the City of Union City is requesting that MTC allocate Regional Measure 3 funds (see **Exhibit A**, **Exhibit B**, **Exhibit C** and **Exhibit D**); and

NOW, THEREFORE BE IT RESOLVED, that the City of Union City accepts Alameda CTC's designation as implementing agency for the project; and

BE IT FURTHER RESOLVED that the City of Union City accepts Alameda CTC's delegation of responsibility for certifying that the project and allocation request(s) comply

with the requirements of the Metropolitan Transportation Commission's Regional Measure 3 Policies and Procedures; and

BE IT FURTHER RESOLVED that the City of Union City and its agents shall comply with the provisions of the Metropolitan Transportation Commission's Regional Measure 3 Policies and Procedures; and

BE IT FURTHER RESOLVED that City of Union City certifies that the Union City Quarry Lakes Parkway Project, City Project No. 18-04, is consistent with the Regional Transportation Plan (RTP); and

BE IT FURTHER RESOLVED that the year of funding for any design, right-of-way and/or construction phases has taken into consideration the time necessary to obtain environmental clearance and permitting approval for the project; and

BE IT FURTHER RESOLVED that the Regional Measure 3 phase or segment is fully funded, and results in an operable and useable segment; and

BE IT FURTHER RESOLVED that the City of Union City approves the allocation request and updated IPR, attached to this resolution as **Exhibit A** and **Exhibit C**; and

BE IT FURTHER RESOLVED that the City of Union City approves the cash flow plan, attached to this resolution as **Exhibit D**; and

BE IT FURTHER RESOLVED that the City of Union City has reviewed the project needs and has adequate staffing resources to deliver and complete the project within the schedule set forth in the allocation request and updated IPR, attached to this resolution as **Exhibit A**; and

BE IT FURTHER RESOLVED that the City of Union City is authorized to submit an allocation request for Regional Measure 3 funds for the Union City Quarry Lakes Parkway Project, City Project No. 18-04, in accordance with California Streets and Highways Code 30914.7(a); and

BE IT FURTHER RESOLVED that City of Union City certifies that the projects and purposes for which RM3 funds are being requested complies with the requirements of the California Environmental Quality Act (Public Resources Code Section 21000 et seq.), and with the State Environmental Impact Report Guidelines (14 California Code of Regulations Section 15000 et seq.) and if relevant the National Environmental Policy Act (NEPA), 42 USC Section 4-1 et. seq. and the applicable regulations thereunder; and

BE IT FURTHER RESOLVED that there is no legal impediment to the City of Union City making allocation requests for Regional Measure 3 funds; and

BE IT FURTHER RESOLVED that there is no pending or threatened litigation which might in any way adversely affect the proposed project, or the ability of the City of Union City to deliver such project; and

BE IT FURTHER RESOLVED that the City of Union City agrees to comply with the requirements of MTC's Transit Coordination Implementation Plan as set forth in MTC Resolution 3866; and

BE IT FURTHER RESOLVED that the City of Union City indemnifies and holds harmless MTC, BATA, and their Commissioners, representatives, agents, and employees from and against all claims, injury, suits, demands, liability, losses, damages, and expenses, whether direct or indirect (including any and all costs and expenses in connection therewith), incurred by reason of any act or failure to act of the City of Union City, its officers, employees or agents, or subcontractors or any of them in connection with its performance of services under this allocation of RM3 funds. The City of Union City agrees at its own cost, expense, and risk, to defend any and all claims, actions, suits, or other legal proceedings brought or instituted against MTC, BATA, and their Commissioners, officers, agents, and employees, or any of them, arising out of such act or omission, and to pay and satisfy any resulting judgments. In addition to any other remedy authorized by law, so much of the funding due under this allocation of RM3 funds as shall reasonably be considered necessary by MTC may be retained until disposition has been made of any claim for damages; and

BE IT FURTHER RESOLVED that the City of Union City shall, if any revenues or profits from any non-governmental use of property (or project) that those revenues or profits shall be used exclusively for the public transportation services for which the project was initially approved, either for capital improvements or maintenance and operational costs, otherwise the Metropolitan Transportation Commission is entitled to a proportionate share equal to MTC's percentage participation in the projects(s); and

BE IT FURTHER RESOLVED that assets purchased with RM3 funds including facilities and equipment shall be used for the public transportation uses intended, and should said facilities and equipment cease to be operated or maintained for their intended public transportation purposes for its useful life, that the Metropolitan Transportation Commission (MTC) shall be entitled to a present day value refund or credit (at MTC's option) based on MTC's share of the Fair Market Value of the said facilities and equipment at the time the public transportation uses ceased, which shall be paid back to MTC in the same proportion that Regional Measure 3 funds were originally used; and

BE IT FURTHER RESOLVED that the City of Union City shall post on both ends of the construction site(s) at least two signs visible to the public stating that the Project is funded with Regional Measure 3 Toll Revenues; and

BE IT FURTHER RESOLVED that the City Council of Union City authorizes its City Manager to execute and submit an allocation request with MTC for Regional Measure 3 funds, for the project, purposes, and amounts included in the allocation request attached to this resolution; and

BE IT FURTHER RESOLVED that the City Manager is hereby delegated to the authority to make non-substantive changes or minor amendments to the allocation request or IPR as he/she deems appropriate; and

BE IT FURTHER RESOLVED that a copy of this resolution shall be transmitted to MTC in conjunction with the filing of the Union City allocation request referenced herein.

PASSED, APPROVED, AND ADOPTED by the City Council of the City of Union City at a regular meeting held on the 8th day of July 2025 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

APPROVED:

GARY SINGH
Mayor

ATTESTED:

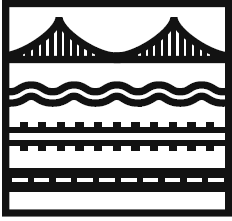
APPROVED AS TO FORM:

THAI NAM N. PHAM
City Clerk

KRISTOPHER J. KOKOTAYLO
City Attorney

Attachments:

1. Exhibit A – Initial Project Report Form
2. Exhibit B – IPR Funding Plan
3. Exhibit C – Allocation Request
4. Exhibit D – Cash Flow Plan



Regional Measure 3

Initial Project Report

Project/Subproject Details

Basic Project Information

Project Number	17
Project Title	Dumbarton Corridor Improvements
RM3 Funding Amount	\$130,000,000

Subproject Information

Subproject Number	17.4
Subproject Title	Union City Quarry Lakes Parkway Project, (City Project No. 18-04)
RM3 Funding Amount	\$25,000,000

I. Overall Subproject Information

a. Project Sponsor / Co-sponsor(s) / Implementing Agency

Project Sponsor

City of Union City

Project Co-Sponsor

Fremont, AC Transit and UC Transit

Implementing Agency

City of Union City

b. Detailed Project Description *(include definition of deliverable segment if different from overall project/subproject)*

Quarry Lakes Parkway project will construct a new four (4) lane multimodal, local street with a landscape median, buffer Class II bike lanes and a separated Class I continuous multi-use trail creating a gateway to Quarry Lakes Regional Park in Fremont and improving safe access for all modes to the Union City BART Station for both Union City and Fremont residents. The project has been redesigned to meet current multimodal goals and Complete Streets guidelines. The proposed Quarry Lakes will provide a critical secondary route & safe access to the Union City BART Station, as the project will parallel Decoto Road (from Mission Blvd (SR 238) in Union City to Paseo Padre in Fremont) and when completed is expected to significantly improve transit operations and travel time for Dumbarton Express, AC Transit and UC Transit service (Dumbarton Forward) along the Decoto Road/Dumbarton Corridor.



Decoto Road, a known High Injury Network (HIN) in the vicinity of the Union City BART Station between Alvarado-Niles Road and 7th Street includes two (2) existing active at-grade railroad crossings. This corridor carries multiple transit services (AC Transit, Dumbarton Express and UC Transit) and delays occur due to the requirements for buses to stop before proceeding across the tracks, in addition to the delays due to the railroad safety gates going down on the Niles Subdivision because of the frequent daily Amtrak/Capitol Corridor rail service and daily freight trains. Quarry Lakes Parkway requires three (3) new grade-separated structures (underpass) under the two (2) active railroad tracks and the BART trackway. When the grade separated roadway segment is completed, UC Transit and Dumbarton Express will have a new transit route (avoiding the two at-grade railroad crossings) to Union City BART Station from the City's Maintenance Facility located on Quarry Lakes Parkway/7th Street where these transit providers are housed and maintained.

The proposed buffered bikeway in the corridor has been designed to be converted to a transit priority (or shared with bikes) lane in the future if needed.

Phase 1, 7th Street Extension will construct Quarry Lakes Parkway from 7th Street to Mission Boulevard and will support the planned 1,000 housing units currently in construction on 7th/Decoto Road. This phase will move the existing 7th street roadway to align with the final corridor, with the new alignment impacting the existing Line M Flood Control Channel and requiring the channel to be realigned as well as the relocation of existing utilities. The QLP corridor alignment also impacts the City's Corp Yard that fronts 7th Street. The City Corp yard will be reconfigured under a separate locally funded project. There are two (2) wetland areas (the "2c" and "New" basins) that are part of the Line M Flood Control system and the realignment modifications to that system impact the two (2) basins and result in the requirement of the construction of mitigation measures.

Phase 2, the Gateway Site will construct Quarry Lakes Parkway from Old Alameda Creek to Alvarado-Niles Road and realign existing Quarry Lakes Drive, moving the road closer to Old Alameda Creek for maximizing the development site on the former Caltrans property. Phase 2 will treat all the new storm water runoff from the new roadway and requires the re-evaluation and redesign of the water quality treatment basin, the hydromodification basin and the new outfall structure(s) into Old Alameda Creek. The city/consultant has been working with RWQCB to identify onsite wetland mitigation measures opportunities within Old Alameda Creek, but after the extensive research and discussion with partner agencies, it has been agreed that an offsite option be pursued. This segment when completed, could also support the new housing on the Gateway site (Caltrans LATIP site). The City scheduling assumptions include this as the first phase that is constructed.

Phase 3, the Niles Sub Grade Separation and 11th Street extension will construct Quarry Lakes Parkway from 7th Street to 11th Street providing a new secondary access to the 100-acre Station District Area site along 11th Street and the main access to the future intercity rail station and layover facility. Phase 3 also includes the proposed Niles Sub Grade Separation Structure (underpass) along with the required railroad shoofly during construction of the bridge structure.



The extension of 11th Street from Decoto Road to new Quarry Lakes Parkway is critical for completing the required local circulation serving existing and planned development around the Union City BART station Priority Development Area that will support 2,000 new housing units.

Phase 4, the BART and Oakland Subdivision Grade Separations (not included in this IPR) is proposed to be designed to accommodate the future intercity rail service (ACE Station) along the Oakland Subdivision railroad trackway next to the BART Station, as proposed by Southern Alameda County Integrated Rail Project. Phase 4 will construct Quarry Lakes Parkway from Alvarado-Niles Road to 11th Street, completing the Quarry Lakes Parkway multimodal corridor within Union City.

The right of way for the entire Quarry Lakes Parkway multimodal corridor is publicly owned by Union City, Fremont and Alameda County Water District and when this roadway is completed, it will connect the various levels of affordability and market-rate housing that is being developed in the area with attractive alternative modes of travel (walk, bike or transit) for future residents. Union City is also working with SJRRC for how this QLP project and future intercity rail project will be coordinated..

The future **Phase 5**, the Paseo Padre Connection will construct Quarry Lakes Parkway from Paseo Padre Parkway in Fremont to Old Alameda Creek in Union City. Phase 5 when completed, will provide an alternative transportation corridor parallel to Decoto Road/Dumbarton Corridor for local residents and businesses and will significantly improve travel time and transit operations along the Dumbarton / Decoto Corridor for AC Transit, Dumbarton Express, Tech Shuttles and UC Transit.

c. Impediments to Project Completion

The 2009 East West Connector (renamed Decoto Complete Streets/Quarry Lakes Parkway) EIR identified environmental mitigation measures including regulatory agency permits (for water quality treatment, roadway drainage (hydromod), the Line M channel relocation, new outfall structure(s) in Alameda Creek and wetland mitigation). To maximize land-use opportunities and as part of the Complete Streets design features added to the project, these mitigation measures needed to be reviewed, updated and have been recently evaluated as part of consultation with regulatory and resource agencies with their initial concurrence. The city also continues coordination with Union Pacific Railroad and BART on the grade separation structures and shoofly design updates before the preparation of Construction and Maintenance Agreements (required for Construction). Another known risk is hazardous material within the railroad right of ways and City will continue to coordinate with DTSC (Department of Toxic Waste and Substance).

d. Risk Management *(describe risk management process for project budget and schedule, levels of contingency and how they were determined, and risk assessment tools used)*

Project risks include known engineering design complexities, construction challenges, required permits from regulatory agencies, Union Pacific Railroad and BART and continued coordination with other cities, transit agencies, funding agencies, public, etc. A Project Risk Register has been prepared



Regional Measure 3 Initial Project Report

to identify High, Medium and Low risk items and related potential project impacts to design, schedule, costs and construction. With the limited project funding, the City will continue to evaluate project phasing implementation construction packages to support the adjacent residential development projects. The RM3 funds are proposed to be utilized so that the Phase 1 and 2 components of the project can be constructed, priority phases to support new housing in the area.

- e. **Operability** (describe entities responsible for operating and maintaining project once completed/implemented)

City of Union City

- f. **Project Graphic(s)** (include below or attach)





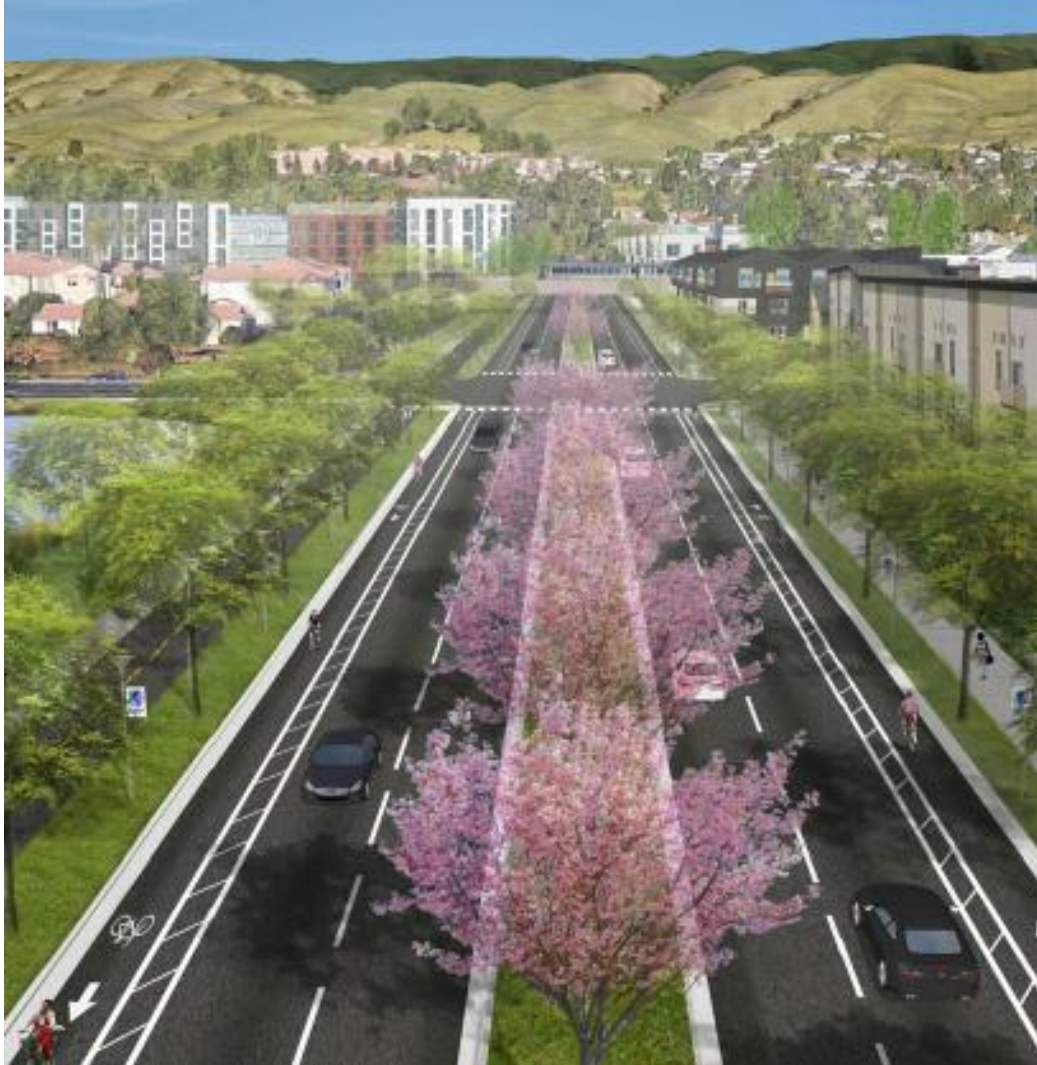
Plan Bay Area 2050 Project ID: 21-T07-056

Project Status: Nearing Final Design (Phases 1-2); Preliminary Design (Phases 3-4)

Proposed RM3 Allocation: \$25,000,000

Project Highlights:

- New four-lane landscaped multimodal corridor / local street supporting Station District Priority Development Area (2,400 new housing units)
- New access for pedestrians, bikes, transit and vehicles to Union City BART Station
- Supports Grade separation under BART and rail supports public safety access.
- Buffered bike lanes and separated Class I trails connect to existing Alameda Creek Trail & Bay Trail to the west and Ridge Trail to the east



II. Project Phase Description and Status

a. Environmental/Planning

Does NEPA apply? Yes ☐ No ☒

The project has secured CEQA clearance.

b. Design

Phase 1 and 2 of the project are at 65% design. The City continues to work with regulatory agency review and preliminary engineering work for Phases 3-4 is ongoing. The City is using Alameda CTC Measure B funds to complete the current design work. Ongoing design and permitting coordination meetings continue with regulatory agencies, RWQCB, Alameda County Flood Control and Water Conservation District, Alameda County Water District, City Ventures (developer) and other utilities including pipeline sizing and right of way delineation discussions. Ongoing design coordination meetings with other regional transportation and transit projects including MTC's Southern Alameda County Rail



Regional Measure 3 Initial Project Report

(SoCo Rail) Study Team and SJRRC, as well as Fremont, AC Transit, Caltrans and other resource agencies will continue. Coordination with utility companies regarding the permitting process will continue. The City is also updating the project cost estimates (updated 4/2025).

c. Right-of-Way Activities / Acquisition

No ROW parcels are required to be purchased. The ROW phase cost estimate includes utility and mitigation project costs.

d. Construction / Vehicle Acquisition / Operating

Construction for Phases 1 and 2 is scheduled to be the first phases ready for construction in 2027. Construction costs includes required environmental mitigation that will occur in 2026.



III. Project Schedule

Phase-Milestone (Mitigation)	Planned	
	Start Date	Completion Date
Environmental Studies, Preliminary Eng. (ENV / PE / PA&ED)		2009
Final Design - Plans, Specs. & Estimates (PS&E)	1/22	12/25
Right-of-Way Activities /Acquisition (R/W)	1/22	12/25
Construction (Begin – Open for Use) / Acquisition (CON)	1/26	6/26

Phase-Milestone (Phases 2)	Planned	
	Start Date	Completion Date
Environmental Studies, Preliminary Eng. (ENV / PE / PA&ED)		2009
Final Design - Plans, Specs. & Estimates (PS&E)	1/22	6/26
Right-of-Way Activities /Acquisition (R/W)	7/22	6/26
Construction (Begin – Open for Use) / Acquisition (CON)	1/27	12/28

Phase-Milestone (Phases 1)	Planned	
	Start Date	Completion Date
Environmental Studies, Preliminary Eng. (ENV / PE / PA&ED)		2009
Final Design - Plans, Specs. & Estimates (PS&E)	1/22	12/26
Right-of-Way Activities /Acquisition (R/W)	7/22	12/26
Construction (Begin – Open for Use) / Acquisition (CON) – Initial Phase – Corp yard component – precedes roadway construction contract)	1/26	7/26
Construction (Begin – Open for Use) / Acquisition (CON) – 2 nd Phase – Roadway construction contract	7/27	12/29



Regional Measure 3 Initial Project Report

Phase-Milestone (Phases 3)	Planned	
	Start Date	Completion Date
Environmental Studies, Preliminary Eng. (ENV / PE / PA&ED)		2009
Final Design - Plans, Specs. & Estimates (PS&E)	1/22	12/29
Right-of-Way Activities /Acquisition (R/W)	7/28	12/29
Construction (Begin – Open for Use) / Acquisition (CON)	6/30	6/32



IV. Project Budget

Capital

Project Budget (QLP Parkway Phases 1-3 (including mitigation))	Total Amount - Escalated to Year of Expenditure (YOE)- (Thousands)
Environmental Studies & Preliminary Eng (ENV / PE / PA&ED)	
Design - Plans, Specifications and Estimates (PS&E)	\$24,713
Right-of-Way Activities /Acquisition (R/W)	\$4,150
Construction / Rolling Stock Acquisition (CON)	\$192,240
Total Project Budget (in thousands)	\$221,103

Deliverable Segment Budget (if different from Project budget) (QLP Parkway Mitigation Phase)	Total Amount - Escalated to Year of Expenditure (YOE)- (Thousands)
Environmental Studies & Preliminary Eng (ENV / PE / PA&ED)	
Design - Plans, Specifications and Estimates (PS&E)	
Right-of-Way Activities /Acquisition (R/W)	
Construction / Rolling Stock Acquisition (CON)	\$20,000
Total Project Budget (in thousands)	\$20,000

QLP PARKWAY MITIGATION PHASE NOTES - As previously noted the city/consultant has been working with RWQCB to identify onsite wetland mitigation measures opportunities within Old Alameda Creek, but after extensive research and discussion with partner agencies, it has been agreed that an offsite option be pursued. The procurement of offsite mitigation includes payment to the offsite mitigation agency. The sum of the fees will cover the design, construction and ongoing maintenance of the offsite mitigation site.



Regional Measure 3 Initial Project Report

Deliverable Segment Budget (if different from Project budget) (QLP Parkway Phases 1)	Total Amount - Escalated to Year of Expenditure (YOE)- (Thousands)
Environmental Studies & Preliminary Eng (ENV / PE / PA&ED)	
Design - Plans, Specifications and Estimates (PS&E)	\$4,951
Right-of-Way Activities /Acquisition (R/W)	
Construction / Rolling Stock Acquisition (CON)	\$41,373
Total Project Budget (in thousands)	\$46,324

Deliverable Segment Budget (if different from Project budget) (QLP Parkway Phases 2)	Total Amount - Escalated to Year of Expenditure (YOE)- (Thousands)
Environmental Studies & Preliminary Eng (ENV / PE / PA&ED)	
Design - Plans, Specifications and Estimates (PS&E)	\$6,622
Right-of-Way Activities /Acquisition (R/W)	\$4,150
Construction / Rolling Stock Acquisition (CON)	\$42,126
Total Project Budget (in thousands)	\$52,898

Operating	Total Amount - Escalated to Year of Expenditure (YOE)- (Thousands)
Annual Operating Budget	



V. Project Funding

Please provide a detailed funding plan in the Excel portion of the IPR. Use this section for additional detail or narrative as needed and to describe plans for any "To Be Determined" funding sources, including phase and year needed.

VI. Contact/Preparation Information

Contact for Project Sponsor

Name: Marilou Ayupan, P.E.
Title: Public Works Director
Phone: 510-675-5306
Email: MarilouA@UnionCity.org
Mailing Address: 34009 Alvarado Niles Rd
Union City, CA 94587

Person Preparing Initial Project Report (if different from above)

Name: Matt Todd, P.E.
Title: Project Manager
Phone: 510-206-3920
Email: matt@graybowenscott.com
Mailing Address: 1320 Mount Diablo Boulevard, Suite 206
Walnut Creek, CA 94596

Regional Measure 3
Initial Project Report - Subproject Report
Funding Plan

Project Title:	Dumbarton Corridor Improvements
Subproject Title	UNION CITY QUARRY LAKES PARKWAY PROJECT, CITY PROJECT NO. 18-04
Project/Subproject Number:	17.X
Total RM3 Funding:	\$ 25,000

(add rows as necessary)

CAPITAL FUNDING

Funding Source	Committed? (Yes/No)	Total Amount (\$ thousands)	Amount Expended (\$ thousands)	Amount Remaining (\$ thousands)
ENV				
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
ENV Subtotal		\$ -	\$ -	\$ -
PSE				
RM3				\$ -
ACTC Meas. B (allocated)	Yes	\$ 8,995	\$ 3,800	\$ 5,195
ACTC Meas. B (programmed, not allocated)	Yes	\$ 2,578		\$ 2,578
LATIP (programmed, not allocated)	Yes	\$ 13,140		\$ 13,140
				\$ -
				\$ -
PSE Subtotal		\$ 24,713	\$ 3,800	\$ 20,913
ROW				
RM3			\$ -	\$ -
ACTC Meas. B (programmed, not allocated)	Yes	\$ 4,150		\$ 4,150
				\$ -
				\$ -
				\$ -
				\$ -
ROW Subtotal		\$ 4,150	\$ -	\$ 4,150
CON				
RM3 (Mitigation Comp)	Yes	\$ 20,000		\$ 20,000
RM3 (Phase 2)	Yes	\$ 3,500		\$ 3,500
RM3 (Phase 1)	Yes	\$ 1,500		\$ 1,500
ACTC Funds (programmed, not allocated)	Yes	\$ 37,218		\$ 37,218
ACTC Funds (programmed, not allocated)	Yes	\$ 39,873		\$ 39,873
LATIP (programmed, not allocated)	Yes	\$ 28,674		\$ 28,674
Other Local	Yes	\$ 1,408		\$ 1,408
ACTC Funds(programmed, not allocated)	No	\$ 25,285		\$ 25,285
TBD	No	\$ 34,782		\$ 34,782
				\$ -
				\$ -
				\$ -
CON Subtotal		\$ 192,240	\$ -	\$ 192,240
Capital Funding Total		\$ 221,103	\$ 3,800	\$ 217,303

OPERATING FUNDING (Annual)

Funding Source	Phase	Committed? (Yes/No)	Total Amount (\$ thousands)
	Operating		
Operating Funding Total			\$ -

Regional Measure 3

Initial Project Report - Subproject Report

Funding Plan - Deliverable Segment - Fully funded phase or segment of total project

Project Title:	Dumbarton Corridor Improvements
Subproject Title	UNION CITY QUARRY LAKES PARKWAY PROJECT, CITY PROJECT NO. 18-04
Project/Subproject Number:	17.X
Total RM3 Funding:	\$ 25,000

(add rows as necessary)

RM3 Deliverable Segment Funding Plan - Funding by planned year of allocation

Funding Source	Prior	2024-25	2025-26	2026-27	2027-28	2028-29	2029-30	2030-31	Future committed	Total Amount (\$ thousands)	Amount Expended (\$ thousands)	Amount Remaining (\$ thousands)
ENV												
RM-3										\$ -		\$ -
										\$ -		\$ -
										\$ -		\$ -
										\$ -		\$ -
										\$ -		\$ -
ENV Subtotal	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
PSE												
RM3										\$ -		\$ -
ACTC Funds(allocated) (Project Ph. 2 component)	\$ 6,622									\$ 6,622	\$ 2,300	\$ 4,322
										\$ -		\$ -
ACTC Funds (allocated) (Project Ph. 1 component)	\$ 2,373									\$ 2,373	\$ 1,500	\$ 873
ACTC Funds (programmed, not allocated) (Project Ph. 1 component)			\$ 2,578							\$ 2,578		\$ 2,578
LATIP (programmed, not allocated) (Project Ph. 3 component)					\$ 13,140					\$ 13,140		\$ 13,140
PSE Subtotal	\$ 8,995	\$ -	\$ 2,578	\$ -	\$ 13,140	\$ -	\$ -	\$ -	\$ -	\$ 24,713	\$ 3,800	\$ 20,913
ROW												
RM3										\$ -		\$ -
ACTC Funds (programmed, not allocated) (Project Ph. 2 component)				\$ 4,150						\$ 4,150		\$ 4,150
										\$ -		\$ -
										\$ -		\$ -
										\$ -		\$ -
ROW Subtotal	\$ -	\$ -	\$ -	\$ 4,150	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 4,150	\$ -	\$ 4,150
CON												
RM3 (Mitigation Comp)			\$ 20,000							\$ 20,000		\$ 20,000
RM3 (Phase 2)			\$ 3,500							\$ 3,500		\$ 3,500
RM3 (Phase 1)			\$ 1,500							\$ 1,500		\$ 1,500
										\$ -		\$ -
ACTC Funds (programmed, not allocated) (Project Ph. 2 component)				\$ 37,218						\$ 37,218		\$ 37,218
City Funds (Project Ph. 2 component)				\$ 1,408						\$ 1,408		\$ 1,408
ACTC Funds (programmed, not allocated) (Project Ph. 1 component)			\$ 39,873							\$ 39,873		\$ 39,873
ACTC Funds (programmed, not allocated) (Project Ph. 3 component)							\$ 25,285			\$ 25,285		\$ 25,285
LATIP (programmed, not allocated) (Project Ph. 3 component)										\$ 28,674		\$ 28,674
TBD (Project Ph. 3 component)							\$ 34,782			\$ 34,782		\$ 34,782
CON Subtotal	\$ -	\$ -	\$ 25,000	\$ 78,499	\$ -	\$ -	\$ 88,741	\$ -	\$ -	\$ 192,240	\$ -	\$ 192,240
RM-3 Funding Subtotal	\$ -	\$ -	\$ 25,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 20,000	\$ -	\$ 20,000
Capital Funding Total	\$ 8,995	\$ -	\$ 27,578	\$ 82,649	\$ 13,140	\$ -	\$ 88,741	\$ -	\$ -	\$ 221,103	\$ 3,800	\$ 217,303

**Regional Measure 3
Initial Project Report - Subproject Report
Cash Flow Plan**

Project Title:
Subproject Title
Project/Subproject Number:
Total RM3 Funding:

Dumbarton Corridor Improvements
UNION CITY QUARRY LAKES PARKWAY PROJECT, CITY PROJECT NO. 18-04
17.X
\$ 25,000

(please include all planned funding, add rows as necessary)

RM3 Cash Flow Plan for Deliverable Segment - Funding by planned year of expenditure

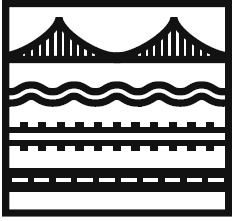
Funding Source	Prior	2024-25	2025-26	2026-27	2027-28	2028-29	2029-30	2030-31	Future committed	Total Amount (\$ thousands)
ENV										
RM 3										\$ -
										\$ -
										\$ -
										\$ -
										\$ -
										\$ -
ENV Subtotal	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
PSE										
RM3										\$ -
ACTC Funds(allocated) (Project Ph. 2 component)	\$ 1,800	\$ 500	\$ 4,322							\$ 6,622
										\$ -
ACTC Funds (allocated) (Project Ph. 1 component)	\$ 1,500	\$ 873								\$ 2,373
ACTC Funds (programmed, not allocated) (Project Ph. 1 component)			\$ 1,578	\$ 1,000						\$ 2,578
LATIP (programmed, not allocated) (Project Ph. 3 component)					\$ 5,000	\$ 6,000	\$ 2,140			\$ 13,140
PSE Subtotal	\$ 3,300	\$ 1,373	\$ 5,900	\$ 1,000	\$ 5,000	\$ 6,000	\$ 2,140	\$ -	\$ -	\$ 24,713
ROW										
RM3										\$ -
ACTC Meas. B (programmed, not allocated) (Project Ph. 2 component)			\$ 2,075	\$ 2,075						\$ 4,150
										\$ -
										\$ -
										\$ -
										\$ -
ROW Subtotal	\$ -	\$ -	\$ 2,075	\$ 2,075	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 4,150
CON										
RM3 (Mitigation Comp)			\$ 20,000							\$ 20,000
RM3 (Phase 2)				\$ 3,500						\$ 3,500
RM3 (Phase 1)			\$ 1,500							\$ 1,500
										\$ -
ACTC Meas. B (programmed, not allocated) (Project Ph. 2 component)				\$ 9,000	\$ 19,000	\$ 9,218				\$ 37,218
City Funds (Project Ph. 2 component)				\$ 358	\$ 700	\$ 350				\$ 1,408
ACTC Meas. B/ BB / CMA TIP (programmed, not allocated) (Project Ph. 1 component)				\$ 10,000	\$ 19,873	\$ 10,000				\$ 39,873
ACTC Meas. BB (programmed, not allocated) (Project Ph. 3 component)								\$ 12,645	\$ 12,640	\$ 25,285
LATIP (programmed, not allocated) (Project Ph. 3 component)								\$ 14,374	\$ 14,300	\$ 28,674
TBD (Project Ph. 3 component)								\$ 17,391	\$ 17,391	\$ 34,782
										\$ -
CON Subtotal	\$ -	\$ -	\$ 21,500	\$ 22,858	\$ 39,573	\$ 19,568	\$ -	\$ 44,410	\$ 44,331	\$ 192,240
RM 3 Funding Subtotal	\$ -	\$ -	\$ 21,500	\$ 3,500	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 25,000
Capital Funding Total	\$ 3,300	\$ 1,373	\$ 29,475	\$ 25,933	\$ 44,573	\$ 25,568	\$ 2,140	\$ 44,410	\$ 44,331	\$ 221,103

Regional Measure 3
Initial Project Report - Subproject Report
Estimated Budget Plan

Project Title:	Dumbarton Corridor Improvements
Subproject Title	UNION CITY QUARRY LAKES PARKWAY PROJECT, CITY PROJECT NO. 18-04
Project/Subproject Number:	17.X
Total RM3 Funding:	\$ 25,000

1. Direct Labor of Implementing Agency (specify by name and job function)			
	Estimated Hours	Rate/Hour	Total Estimated cost
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
Direct Labor Subtotal			\$ -
2. Overhead and direct benefits (specify)			
	Rate	x Base	
		\$ -	
		0	
		0	
		0	
		0	
Overhead and Benefit Subtotal			\$ -
3. Direct Capital Costs (include engineer's estimate on construction, right-of-way, or vehicle acquisition)			
	Unit (if applicable)	Cost per unit	Total Estimated cost
CON (Mitigation Component)			\$ 20,000
CON (Project Ph. 2 component)			\$ 41,173
CON (Project Ph. 1 component)			\$ 36,386
CON (Project Ph. 3 component)			\$ 77,162
			\$ -
			\$ -
			\$ -
			\$ -
Direct Capital Costs Subtotal			\$ 174,721
4. Consultants (Identify purpose and/or consultant)			
			Total Estimated cost
Design (Project Ph. 2 Component)			\$ 6,622
CM (Project Ph. 2 Component)			\$ 5,102
Design (Project Ph. 1 Component)			\$ 4,951
CM (Project Ph. 1 Component)			\$ 4,987
Design (Project Ph. 3 Component)			\$ 13,140
CM (Project Ph. 3 Component)			\$ 11,580
Constultants Subtotal			\$ 46,382
5. Other direct costs			
			Total Estimated cost
Other Direct Costs Subtotal			\$ -
Total Estimated Costs			\$ 221,103

Comments:
Based on engineers estimates (April 2025)



Regional Measure 3 Allocation Request

RM3 Project Information

Project Number	17
Project Title	Dumbarton Corridor Improvements
Project Funding Amount	\$130,000,000

Subproject Information (if different from overall RM3 project)

Subproject Number	17.4
Subproject Title	Union City Quarry Lakes Parkway Project, (City Project No. 18-04)
Subproject Funding Amount	\$25,000,000

RM3 Allocation History (Add lines as necessary)

	MTC Approval Date	Amount	Phase
#1:			
#2			
#3			

Total: \$

Current Allocation Request:

Request submittal date	Amount	Phase
July XX, 2025	\$25,000,000	CON

I. RM3 Allocation Request Information

- a. **Describe the current status of the project, including any progress since the last allocation request or IPR update, if applicable.**

The Phase 1 and 2 subprojects are at the 65% design level and the corridor mitigation requirements are being discussed with the resource agencies with a permit application submitted to the RWQCB in February 2025 and the final mitigation requirements scheduled to be approved in Summer 2025. The overall project funding plan has been updated since the last IPR submittal (in February 2024) with adjustments to the funding plan included to reflect the need to fund off site mitigation improvements, Corp yard work for Phase 1, and Phase 2 work. Phase 1 Corp yard work is scheduled to begin in early 2026. All phases have secured CEQA clearance and the Corp yard work NEPA document is being reviewed. The corridor mitigation is scheduled to be finalized in late 2025, and Phase 2 construction in July 2026.

- b. **Describe the scope of the allocation request. Provide background and other details as necessary. The scope must be consistent with the RM3 statute. If the scope differs from the most recent IPR for this project, please describe the reason for any changes here; a revised IPR may be necessary.**

The RM3 funds are requested to be used for three components in the corridor, as detailed in the revised IPR submitted with this allocation request.

Corridor Mitigation Component– The City is requesting the allocation of \$20 M of the RM3 funds for the corridor mitigation requirements. The city has been working with RWQCB to identify onsite wetland mitigation measures opportunities within Old Alameda Creek, but after extensive research and discussion with partner agencies, it has been agreed that an offsite option be pursued. The procurement of offsite mitigation includes payment to the offsite mitigation agency. The sum of the fees will cover the design, construction and ongoing maintenance of the offsite mitigation site. The Quarry Lakes Parkway project will have effects on waters, wetlands, riparian habitat, and habitat for several threatened species (including the California tiger salamander and the California red-legged frog). The project is required to mitigate temporary and permanent effects on these habitats.

Phase 1 Corp Yard Component - The City is requesting the allocation of \$1.5 M of the RM3 funds for the Phase 1 Corp Yard component. Phase 1 is at a 65% design level and the City will be requesting the allocation of the final design funds in fall 2026. Improvements to transit bus storage area are required to occur in advance of the Phase 1 roadway construction in order for transit operations to not be impacted.

Phase 2 Construction Component – The City is requesting the allocation of \$3.5 M of the RM3 funds for the Phase 2 construction component. Phase 2 is at a 65% design level and ACTC as allocated the funds to complete the design. The Phase 2 project is scheduled to complete design in mid 2026.

- c. Deliverable segment budget – please fill out attached Excel file. If the budget differs from the most recent IPR for this project, please describe the reason for any changes here; a revised IPR may be necessary.**

The budget has been revised based on the latest work completed (65% Design of Phase 1 and 2) and discussions with ACTC on funding strategy (ACTC is also a funding partner). A revised IPR is included.

- d. Schedule – what is the expected completion date of the phase for this allocation? Describe any significant milestones.**

Corridor Mitigation Component (\$20 M of RM3)

2/2025	Submit permit application to the RWQCB
8/2025	Corridor off site mitigation requirements with RWQCB defined / agreement reached
10/2025	MTC consideration of RM3 Allocation request
12/2025	City / Off site mitigation agreement completed
1/2026	Begin offsite mitigation component
12/2026	Complete off site mitigation work

Phase 1 Corp Yard Component (\$1.5 M of RM3)

9/2025	NEPA Clearance
10/2025	Advertise contract for Corp Yard improvement contract
12/2025	Award contract
1/2026	Contract work Begins
8/2026	Contract completed

Phase 2 Construction Component (\$3.5 M of RM3)

6/2026	Complete design
8/2026	Advertise construction contract
11/2026	Award Contract
12/2028	Contract completed

- e. If the project received an RM3 Letter of No Prejudice, how much has been spent against the approved RM3 LONP amount? (Note: the scope and RM3 amount for this allocation request should match the approved LONP)

NA

f. Request Details

Amount being requested	\$25,000,000
Project phase being requested	CON
Are there other fund sources involved in this phase?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Date of anticipated Implementing Agency Board approval of RM3 Allocation Request resolution for the allocation being requested	7/8/25
Month/year being requested for MTC commission approval of allocation	10/25

Note: Allocation requests are recommended to be submitted to MTC staff for review sixty (60) days prior to action by the Implementing Agency Board

- g. List any other planned bridge toll allocation requests in the next 12 months**

NA

Regional Measure 3

Allocation Request

Funding Plan - Deliverable Segment - Fully funded phase or segment of total project

Project Title:	Dumbarton Corridor Improvements
Subproject Title	UNION CITY QUARRY LAKES PARKWAY PROJECT, CITY PROJECT NO. 18-04
Project/Subproject Number:	17.X
Total RM3 Funding:	\$ 20,000

(add rows as necessary)

RM3 Deliverable Segment Funding Plan - Funding by planned year of allocation

Funding Source	Phase	Prior	2024-25	2025-26	2026-27	2027-28	2028-29	2029-30	2030-31	Future committed	Total Amount (\$ thousands)	Amount Expended (\$ thousands)	Amount Remaining (\$ thousands)
RM3	ENV										\$ -		\$ -
											\$ -		\$ -
											\$ -		\$ -
											\$ -		\$ -
											\$ -		\$ -
ENV Subtotal		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
RM3	PSE										\$ -		\$ -
											\$ -		\$ -
											\$ -		\$ -
											\$ -		\$ -
											\$ -		\$ -
PSE Subtotal		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
RM3	ROW										\$ -		\$ -
											\$ -		\$ -
											\$ -		\$ -
											\$ -		\$ -
											\$ -		\$ -
ROW Subtotal		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
RM3 (Mitigation Comp)	CON			\$ 20,000							\$ 20,000		\$ 20,000
											\$ -		\$ -
											\$ -		\$ -
											\$ -		\$ -
											\$ -		\$ -
											\$ -		\$ -
											\$ -		\$ -
											\$ -		\$ -
CON Subtotal		\$ -	\$ -	\$ 20,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 20,000	\$ -	\$ 20,000
RM 3 Funding Subtotal		\$ -	\$ -	\$ 20,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 20,000	\$ -	\$ 20,000
Capital Funding Total		\$ -	\$ -	\$ 20,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 20,000	\$ -	\$ 20,000

Regional Measure 3
Allocation Request
Cash Flow Plan

Project Title:	Dumbarton Corridor Improvements	
Subproject Title	UNION CITY QUARRY LAKES PARKWAY PROJECT, CITY PROJECT NO. 18-04	
Project/Subproject Number:	17.X	
Total RM3 Funding:	\$	20,000

(please include all planned funding, add rows as necessary)
Please update the columns below based on your allocation month. The first six months of cash flow are monthly, followed by quarterly, then annually as long as you can reasonably estimate projected expenditures

RM3 Cash Flow Plan for Deliverable Segment - Funding by requested expenditure period																							
Funding Source(s)	Phase	Prior	Mar-25	Apr-25	May-25	Jun-25	2026 Q1 (July- Sept 2025)	2026 Q2 (Oct - Dec 2025)	2026 Q3 (Jan - March 2026)	2026 Q4 (April - June 2026)	2027 Q1 (July- Sept 2026)	2027 Q2 (Oct - Dec 2026)	2027 Q3 (Jan - March 2027)	2027 Q4 (April - June 2027)	2028 Q1 (July- Sept 2027)	2028 Q2 (Oct - Dec 2027)	2028 Q3 (Jan - Mar 2028)	2028 Q4 (Apr - Jun 2028)	Future committed (if applicable)	Total Amount (\$ millions)	Amount Expended (\$ millions)	Amount Remaining (\$ millions)	
RM 3	ENV																			\$ -		\$ -	
																				\$ -		\$ -	
																				\$ -		\$ -	
																				\$ -		\$ -	
																				\$ -		\$ -	
																				\$ -		\$ -	
ENV Subtotal		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
RM 3	PSE																			\$ -		\$ -	
																				\$ -		\$ -	
																				\$ -		\$ -	
																				\$ -		\$ -	
																				\$ -		\$ -	
																				\$ -		\$ -	
PSE Subtotal		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
RM 3	ROW																			\$ -		\$ -	
																				\$ -		\$ -	
																				\$ -		\$ -	
																				\$ -		\$ -	
																				\$ -		\$ -	
																				\$ -		\$ -	
ROW Subtotal		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
RM3 (Mitigation Comp)	CON								\$ 20,000											\$ 20,000		\$ 20,000	
																				\$ -		\$ -	
																				\$ -		\$ -	
																				\$ -		\$ -	
																				\$ -		\$ -	
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																				\$ -		\$ -	
																				\$ -		\$ -	
CON Subtotal		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 20,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 20,000	\$ -	\$ 20,000
RM 3 Funding Subtotal		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 20,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 20,000	\$ -	\$ 20,000
Capital Funding Total		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 20,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 20,000	\$ -	\$ 20,000

Notes: RM3 funds should be drawn down approximately proportionately with other funding sources in the same phase. The allocation expiration date will be the end of the final fiscal year in which RM3 funds are planned to be expended for the requested phase.

**Regional Measure 3
Allocation Request
Estimated Budget Plan**

Project Title:
Subproject Title
Project/Subproject Number:
Total RM3 Funding:

Dumbarton Corridor Improvements	
UNION CITY QUARRY LAKES PARKWAY PROJECT, CITY PROJECT NO. 18-04	
17.X	
\$	20,000

1. Direct Labor of Implementing Agency (specify by name and job function)			
	Estimated Hours	Rate/Hour	Total Estimated cost
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
Direct Labor Subtotal			\$ -
2. Overhead and direct benefits (specify)		Rate	x Base
Overhead		\$ -	
		\$ -	
		\$ -	
		\$ -	
		\$ -	
Overhead and Benefit Subtotal			\$ -
3. Direct Capital Costs (include engineer's estimate on construction, right-of-way, or vehicle acquisition)			
	Unit (if applicable)	Cost per unit	Total Estimated cost
CON (Mitigation Component)			\$ 20,000
			\$ -
			\$ -
			\$ -
			\$ -
Direct Capital Costs Subtotal			\$ 20,000
4. Consultants (Identify purpose and/or consultant)			Total Estimated cost
			\$ -
			\$ -
			\$ -
			\$ -
Consultants Subtotal			\$ -
5. Other direct costs			Total Estimated cost
Other Direct Costs Subtotal			\$ -
Total Estimated Costs			\$ 20,000

Comments:

Regional Measure 3

Allocation Request

Funding Plan - Deliverable Segment - Fully funded phase or segment of total project

Project Title:	Dumbarton Corridor Improvements
Subproject Title	UNION CITY QUARRY LAKES PARKWAY PROJECT, CITY PROJECT NO. 18-04
Project/Subproject Number:	17.X
Total RM3 Funding:	\$ 1,500

(add rows as necessary)

RM3 Deliverable Segment Funding Plan - Funding by planned year of allocation

Funding Source	Phase	Prior	2024-25	2025-26	2026-27	2027-28	2028-29	2029-30	2030-31	Future committed	Total Amount (\$ thousands)	Amount Expended (\$ thousands)	Amount Remaining (\$ thousands)
RM3	ENV										\$ -		\$ -
											\$ -		\$ -
											\$ -		\$ -
											\$ -		\$ -
											\$ -		\$ -
											\$ -		\$ -
ENV Subtotal		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
RM3	PSE										\$ -		\$ -
ACTC Funds (allocated) (Project Ph. 1 component)		\$ 2,373									\$ 2,373		\$ 2,373
ACTC Funds (programmed, not allocated) (Project Ph. 1 component)				\$ 2,578							\$ 2,578		\$ 2,578
											\$ -		\$ -
											\$ -		\$ -
											\$ -		\$ -
PSE Subtotal		\$ 2,373	\$ -	\$ 2,578	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 4,951	\$ -	\$ 4,951
RM3	ROW										\$ -		\$ -
											\$ -		\$ -
											\$ -		\$ -
											\$ -		\$ -
											\$ -		\$ -
											\$ -		\$ -
ROW Subtotal		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
RM3 (Phase 1)	CON			\$ 1,500							\$ 1,500		\$ 1,500
ACTC Funds (programmed, not allocated) (Project Ph. 1 component)					\$ 39,873						\$ 39,873		\$ 39,873
											\$ -		\$ -
											\$ -		\$ -
											\$ -		\$ -
											\$ -		\$ -
											\$ -		\$ -
											\$ -		\$ -
											\$ -		\$ -
CON Subtotal		\$ -	\$ -	\$ 1,500	\$ 39,873	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 41,373	\$ -	\$ 41,373
RM 3 Funding Subtotal		\$ -	\$ -	\$ 1,500	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,500	\$ -	\$ 1,500
Capital Funding Total		\$ 2,373	\$ -	\$ 4,078	\$ 39,873	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 46,324	\$ -	\$ 46,324

Regional Measure 3
Allocation Request
Cash Flow Plan

Project Title:	Dumbarton Corridor Improvements	
Subproject Title	UNION CITY QUARRY LAKES PARKWAY PROJECT, CITY PROJECT NO. 18-04	
Project/Subproject Number:	17.X	
Total RM3 Funding:	\$	1,500

(please include all planned funding, add rows as necessary)
Please update the columns below based on your allocation month. The first six months of cash flow are monthly, followed by quarterly, then annually as long as you can reasonably estimate projected expenditures

RM3 Cash Flow Plan for Deliverable Segment - Funding by requested expenditure period																							
Funding Source(s)	Phase	Prior	Mar-25	Apr-25	May-25	Jun-25	2026 Q1 (July- Sept 2025)	2026 Q2 (Oct - Dec 2025)	2026 Q3 (Jan - March 2026)	2026 Q4 (April - June 2026)	2027 Q1 (July- Sept 2026)	2027 Q2 (Oct - Dec 2026)	2027 Q3 (Jan - March 2027)	2027 Q4 (April - June 2027)	2028 Q1 (July- Sept 2027)	2028 Q2 (Oct - Dec 2027)	2028 Q3 (Jan - Mar 2028)	2028 Q4 (Apr - Jun 2028)	Future committed (if applicable)	Total Amount (\$ millions)	Amount Expended (\$ millions)	Amount Remaining (\$ millions)	
RM 3	ENV																			\$ -		\$ -	
																				\$ -		\$ -	
																				\$ -		\$ -	
																				\$ -		\$ -	
																				\$ -		\$ -	
																				\$ -		\$ -	
ENV Subtotal		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
RM 3	PSE																			\$ -		\$ -	
ACTC Funds (allocated) (Project Ph. 1 component)		\$ 2,373																		\$ 2,373		\$ 2,373	
ACTC Funds (programmed, not allocated) (Project Ph. 1 component)							\$ 400	\$ 400	\$ 400	\$ 378	\$ 250	\$ 250	\$ 250	\$ 250						\$ 2,578		\$ 2,578	
																				\$ -		\$ -	
																				\$ -		\$ -	
																				\$ -		\$ -	
PSE Subtotal		\$ 2,373	\$ -	\$ -	\$ -	\$ -	\$ 400	\$ 400	\$ 400	\$ 378	\$ 250	\$ 250	\$ 250	\$ 250	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 4,951	\$ -	\$ 4,951
RM 3	ROW																			\$ -		\$ -	
																				\$ -		\$ -	
																				\$ -		\$ -	
																				\$ -		\$ -	
																				\$ -		\$ -	
																				\$ -		\$ -	
ROW Subtotal		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
RM3 (Phase 1 - initial work - Corpyard component)									\$ 1,500											\$ 1,500		\$ 1,500	
	CON																			\$ -		\$ -	
ACTC Meas. B/ BB / CMA TIP (programmed, not allocated) (Project Ph. 1 component)													\$ 5,000	\$ 5,000	\$ 5,000	\$ 5,000	\$ 5,000	\$ 4,873	\$ 10,000	\$ 39,873		\$ 39,873	
																				\$ -		\$ -	
																				\$ -		\$ -	
																				\$ -		\$ -	
																				\$ -		\$ -	
																				\$ -		\$ -	
CON Subtotal		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,500	\$ -	\$ -	\$ -	\$ 5,000	\$ 5,000	\$ 5,000	\$ 5,000	\$ 5,000	\$ 4,873	\$ 10,000	\$ 41,373	\$ -	\$ 41,373	
RM 3 Funding Subtotal		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,500	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,500	\$ -	\$ 1,500
Capital Funding Total		\$ 2,373	\$ -	\$ -	\$ -	\$ -	\$ 400	\$ 400	\$ 1,900	\$ 378	\$ 250	\$ 250	\$ 5,250	\$ 5,250	\$ 5,000	\$ 5,000	\$ 5,000	\$ 4,873	\$ 10,000	\$ 46,324	\$ -	\$ 46,324	

Notes: RM3 funds should be drawn down approximately propotionately with other funding sources in the same phase. The allocation expiration date will be the end of the final fiscal year in which RM3 funds are planned to be expended for the requested phase.

**Regional Measure 3
Allocation Request
Estimated Budget Plan**

Project Title:
Subproject Title
Project/Subproject Number:
Total RM3 Funding:

Dumbarton Corridor Improvements	
UNION CITY QUARRY LAKES PARKWAY PROJECT, CITY PROJECT NO. 18-04	
17.X	
\$	1,500

1. Direct Labor of Implementing Agency (specify by name and job function)			
	Estimated Hours	Rate/Hour	Total Estimated cost
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
Direct Labor Subtotal			\$ -
2. Overhead and direct benefits (specify)		Rate	x Base
Overhead		\$ -	-
		\$ -	-
		\$ -	-
		\$ -	-
		\$ -	-
		\$ -	-
Overhead and Benefit Subtotal			\$ -
3. Direct Capital Costs (include engineer's estimate on construction, right-of-way, or vehicle acquisition)			
	Unit (if applicable)	Cost per unit	Total Estimated cost
CON (Project Ph. 1 component)			\$ 36,386
			\$ -
			\$ -
			\$ -
			\$ -
Direct Capital Costs Subtotal			\$ 36,386
4. Consultants (Identify purpose and/or consultant)			Total Estimated cost
Design (Project Ph. 1 Component)			\$ 4,951
CM (Project Ph. 1 Component)			\$ 4,987
			\$ -
			\$ -
			\$ -
			\$ -
Consultants Subtotal			\$ 9,938
5. Other direct costs			Total Estimated cost
Other Direct Costs Subtotal			\$ -
Total Estimated Costs			\$ 46,324

Comments:

Regional Measure 3

Allocation Request

Funding Plan - Deliverable Segment - Fully funded phase or segment of total project

Project Title:	Dumbarton Corridor Improvements
Subproject Title	UNION CITY QUARRY LAKES PARKWAY PROJECT, CITY PROJECT NO. 18-04
Project/Subproject Number:	17.X
Total RM3 Funding:	\$ 3,500

(add rows as necessary)

RM3 Deliverable Segment Funding Plan - Funding by planned year of allocation

Funding Source	Phase	Prior	2024-25	2025-26	2026-27	2027-28	2028-29	2029-30	2030-31	Future committed	Total Amount (\$ thousands)	Amount Expended (\$ thousands)	Amount Remaining (\$ thousands)
RM3	ENV										\$ -		\$ -
											\$ -		\$ -
											\$ -		\$ -
											\$ -		\$ -
											\$ -		\$ -
ENV Subtotal		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
RM3	PSE										\$ -		\$ -
ACTC Funds (allocated) (Project Ph. 2 component)		\$ 6,622									\$ 6,622		\$ 6,622
											\$ -		\$ -
											\$ -		\$ -
											\$ -		\$ -
											\$ -		\$ -
PSE Subtotal		\$ 6,622	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 6,622	\$ -	\$ 6,622
RM3	ROW										\$ -		\$ -
ACTC Funds (programmed, not allocated) (Project Ph. 2 component)					\$ 4,150						\$ 4,150		\$ 4,150
											\$ -		\$ -
											\$ -		\$ -
											\$ -		\$ -
											\$ -		\$ -
ROW Subtotal		\$ -	\$ -	\$ -	\$ 4,150	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 4,150	\$ -	\$ 4,150
RM3 (Phase 2 component)	CON			\$ 3,500							\$ 3,500		\$ 3,500
ACTC Funds (programmed, not allocated) (Project Ph. 2 component)					\$ 37,218						\$ 37,218		\$ 37,218
City Funds (Project Ph. 2 component)					\$ 1,408						\$ 1,408		\$ 1,408
											\$ -		\$ -
											\$ -		\$ -
											\$ -		\$ -
											\$ -		\$ -
											\$ -		\$ -
											\$ -		\$ -
											\$ -		\$ -
CON Subtotal		\$ -	\$ -	\$ 3,500	\$ 38,626	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 42,126	\$ -	\$ 42,126
RM 3 Funding Subtotal		\$ -	\$ -	\$ 3,500	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 3,500	\$ -	\$ 3,500
Capital Funding Total		\$ 6,622	\$ -	\$ 3,500	\$ 42,776	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 52,898	\$ -	\$ 52,898

Regional Measure 3
Allocation Request
Cash Flow Plan

Project Title:	Dumbarton Corridor Improvements	
Subproject Title	UNION CITY QUARRY LAKES PARKWAY PROJECT, CITY PROJECT NO. 18-04	
Project/Subproject Number:	17-X	
Total RM3 Funding:	\$	3,500

(please include all planned funding, add rows as necessary)
Please update the columns below based on your allocation month. The first six months of cash flow are monthly, followed by quarterly, then annually as long as you can reasonably estimate projected expenditures

RM3 Cash Flow Plan for Deliverable Segment - Funding by requested expenditure period																						
Funding Source(s)		Prior	Mar-25	Apr-25	May-25	Jun-25	2026 Q1 (July- Sept 2025)	2026 Q2 (Oct - Dec 2025)	2026 Q3 (Jan - March 2026)	2026 Q4 (April - June 2026)	2027 Q1 (July- Sept 2026)	2027 Q2 (Oct - Dec 2026)	2027 Q3 (Jan - March 2027)	2027 Q4 (April - June 2027)	2028 Q1 (July- Sept 2027)	2028 Q2 (Oct - Dec 2027)	2028 Q3 (Jan - Mar 2028)	2028 Q4 (Apr - Jun 2028)	Future committed (if applicable)	Total Amount (\$ millions)	Amount Expended (\$ millions)	Amount Remaining (\$ millions)
RM 3	ENV																			\$ -		\$ -
																				\$ -		\$ -
																				\$ -		\$ -
																				\$ -		\$ -
																				\$ -		\$ -
																				\$ -		\$ -
																				\$ -		\$ -
	ENV Subtotal	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
RM3	PSE																			\$ -		\$ -
	ACTC Funds(allocated) (Project Ph. 2 component)	\$ 2,300					\$ 1,100	\$ 1,100	\$ 1,100	\$ 1,022										\$ 6,622		\$ 6,622
																				\$ -		\$ -
																				\$ -		\$ -
																				\$ -		\$ -
																				\$ -		\$ -
																				\$ -		\$ -
	PSE Subtotal	\$ 2,300	\$ -	\$ -	\$ -	\$ -	\$ 1,100	\$ 1,100	\$ 1,100	\$ 1,022	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 6,622	\$ -	\$ 6,622
RM3	ROW																			\$ -		\$ -
	ACTC Funds (programmed, not allocated) (Project Ph. 2 component)										\$ 1,035	\$ 1,040	\$ 1,035	\$ 1,040						\$ 4,150		\$ 4,150
																				\$ -		\$ -
																				\$ -		\$ -
																				\$ -		\$ -
																				\$ -		\$ -
																				\$ -		\$ -
	ROW Subtotal	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,035	\$ 1,040	\$ 1,035	\$ 1,040	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 4,150	\$ -	\$ 4,150
RM3 (Phase 2 component)	CON										\$ 440	\$ 440	\$ 440	\$ 440	\$ 440	\$ 440	\$ 440	\$ 420		\$ 3,500		\$ 3,500
	ACTC Funds (programmed, not allocated) (Project Ph. 2 component)										\$ 4,650	\$ 4,650	\$ 4,650	\$ 4,650	\$ 4,650	\$ 4,650	\$ 4,650	\$ 4,668		\$ 37,218		\$ 37,218
	City Funds (Project Ph. 2 component)										\$ 180	\$ 180	\$ 180	\$ 180	\$ 180	\$ 180	\$ 180	\$ 148		\$ 1,408		\$ 1,408
																				\$ -		\$ -
																				\$ -		\$ -
																				\$ -		\$ -
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																				\$ -		\$ -
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																				\$ -		\$ -
																				\$ -		\$ -
																				\$ -		\$ -
																				\$ -		\$ -
	CON Subtotal	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 5,270	\$ 5,270	\$ 5,270	\$ 5,270	\$ 5,270	\$ 5,270	\$ 5,270	\$ 5,236	\$ -	\$ 42,126	\$ -	\$ 42,126
	RM 3 Funding Subtotal	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 440	\$ 440	\$ 440	\$ 440	\$ 440	\$ 440	\$ 440	\$ 420	\$ -	\$ 3,500	\$ -	\$ 3,500
	Capital Funding Total	\$ 2,300	\$ -	\$ -	\$ -	\$ -	\$ 1,100	\$ 1,100	\$ 1,100	\$ 1,022	\$ 6,305	\$ 6,310	\$ 6,305	\$ 6,310	\$ 5,270	\$ 5,270	\$ 5,270	\$ 5,236	\$ -	\$ 52,898	\$ -	\$ 52,898

Notes: RM3 funds should be drawn down approximately proportionately with other funding sources in the same phase. The allocation expiration date will be the end of the final fiscal year in which RM3 funds are planned to be expended for the requested phase.

**Regional Measure 3
Allocation Request
Estimated Budget Plan**

Project Title:
Subproject Title
Project/Subproject Number:
Total RM3 Funding:

Dumbarton Corridor Improvements	
UNION CITY QUARRY LAKES PARKWAY PROJECT, CITY PROJECT NO. 18-04	
17.X	
\$	3,500

1. Direct Labor of Implementing Agency (specify by name and job function)			
	Estimated Hours	Rate/Hour	Total Estimated cost
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
Direct Labor Subtotal			\$ -
2. Overhead and direct benefits (specify)		Rate	x Base
Overhead		\$ -	-
		\$ -	-
		\$ -	-
		\$ -	-
		\$ -	-
		\$ -	-
Overhead and Benefit Subtotal			\$ -
3. Direct Capital Costs (include engineer's estimate on construction, right-of-way, or vehicle acquisition)		Unit (if applicable)	Cost per unit
			Total Estimated cost
CON (Project Ph. 2 component)			\$ 41,173
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
Direct Capital Costs Subtotal			\$ 41,173
4. Consultants (Identify purpose and/or consultant)			Total Estimated cost
Design (Project Ph. 2 Component)			\$ 6,622
CM (Project Ph. 2 Component)			\$ 5,102
			\$ -
			\$ -
			\$ -
			\$ -
Consultants Subtotal			\$ 11,724
5. Other direct costs			Total Estimated cost
Other Direct Costs Subtotal			\$ -
Total Estimated Costs			\$ 52,897

Comments:



**Adopt a Resolution Authorizing the City Manager
to Submit An Allocation Request to
Metropolitan Transportation Commission (MTC)
from Regional Measure 3, Dumbarton Corridor
and Accepting Alameda County Transportation
Commission's Designation as the
Implementation Agency for the Quarry Lakes
Parkway Project, City Project No. 18-04**

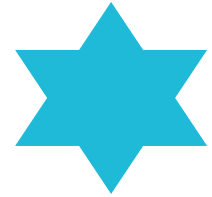
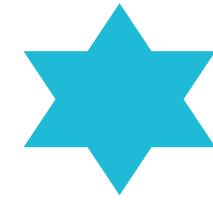
July 8, 2025 - City Council Meeting

Marilou R. Ayupan, Public Works Director

City Manager Report- Item 7a.

Metropolitan Transportation Commission (MTC), a Regional Planning Agency has been designated as the federal Metropolitan Planning Organization (MPO) and the state Regional Transportation Planning Agency (RTPA) for the San Francisco Bay Area for the San Francisco Bay Area Nine (9) Counties.

| Metropolitan Transportation Commission (MTC)



| MTC's Toll Bridges Measure Program



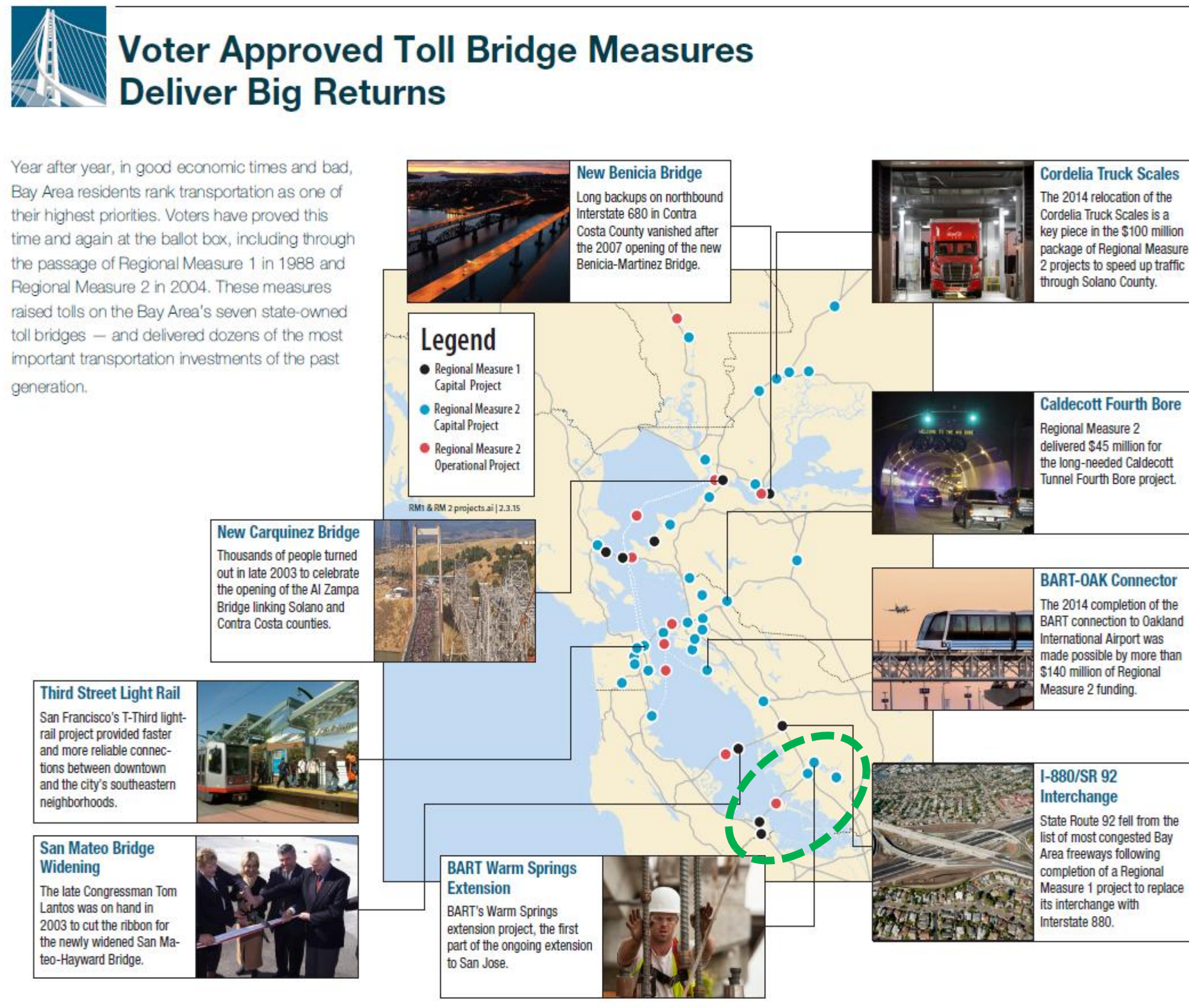
Bay Area Toll Authority (BATA) is a public instrumentality governed by MTC. BATA oversees the revenues for the seven (7) Bay Area Toll Bridges: Dumbarton, San Mateo-Hayward, San Francisco-Oakland, Richmond-San Rafael, Carquinez, Benicia-Martinez, and Antioch.

MTC's Past Toll Measure Programs (RM 1 and RM 2)

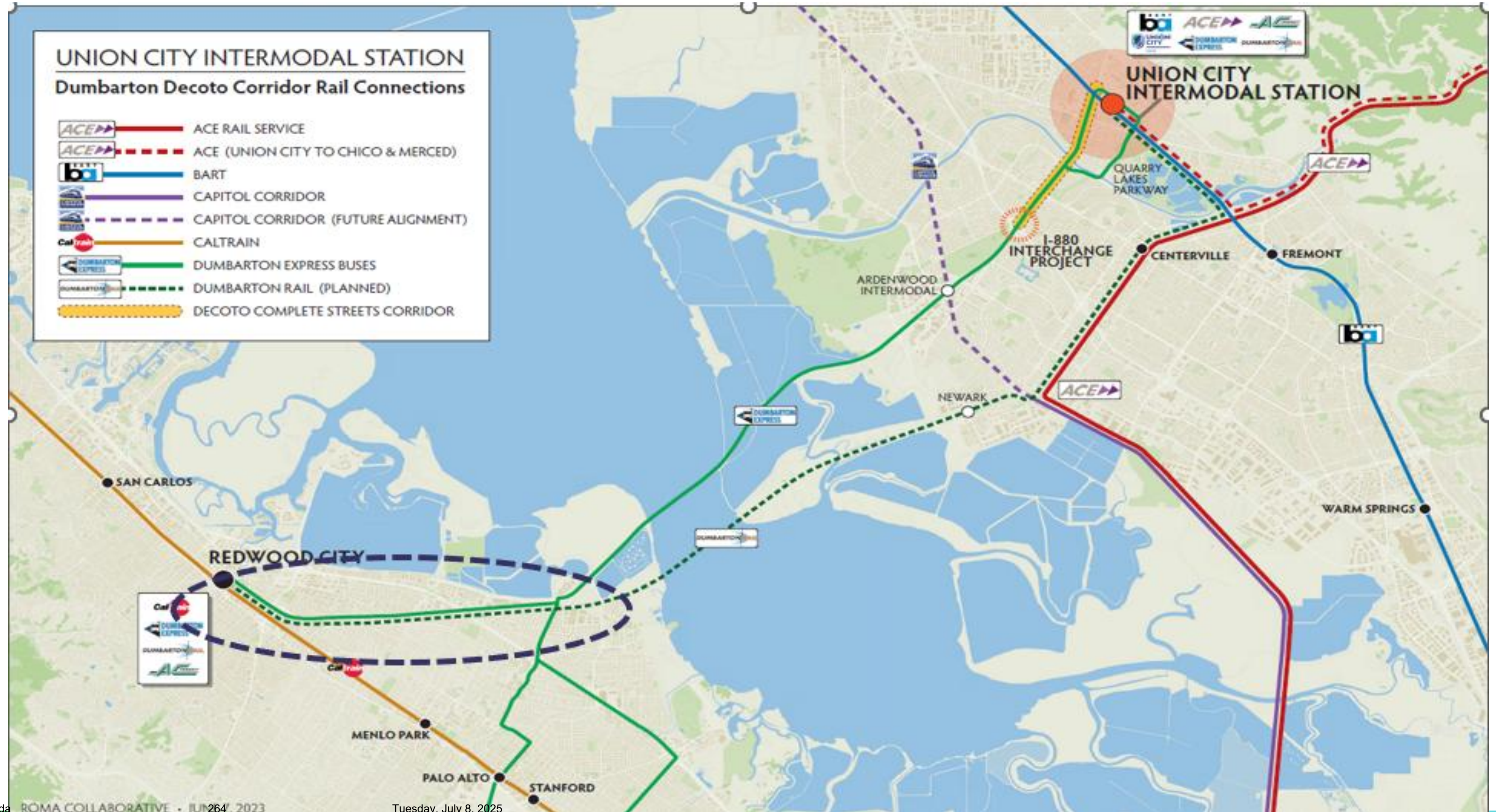
Voters approved Toll Measures include Regional Measure 1 (RM 1) in 1988 and Regional Measure 2 (RM 2) in 2004.

Projects & Programs

- BART Warm Springs
 - Dumbarton Express
- “No Projects in Union City or along the Dumbarton/Decoto Corridor”***



MTC's Toll Measure Program (RM 3, Dumbarton Corridor) (Improve Travel between San Mateo - Alameda County counties)





MTC's Regional Measure 3 (RM 3) Program (\$4.45 Billion)

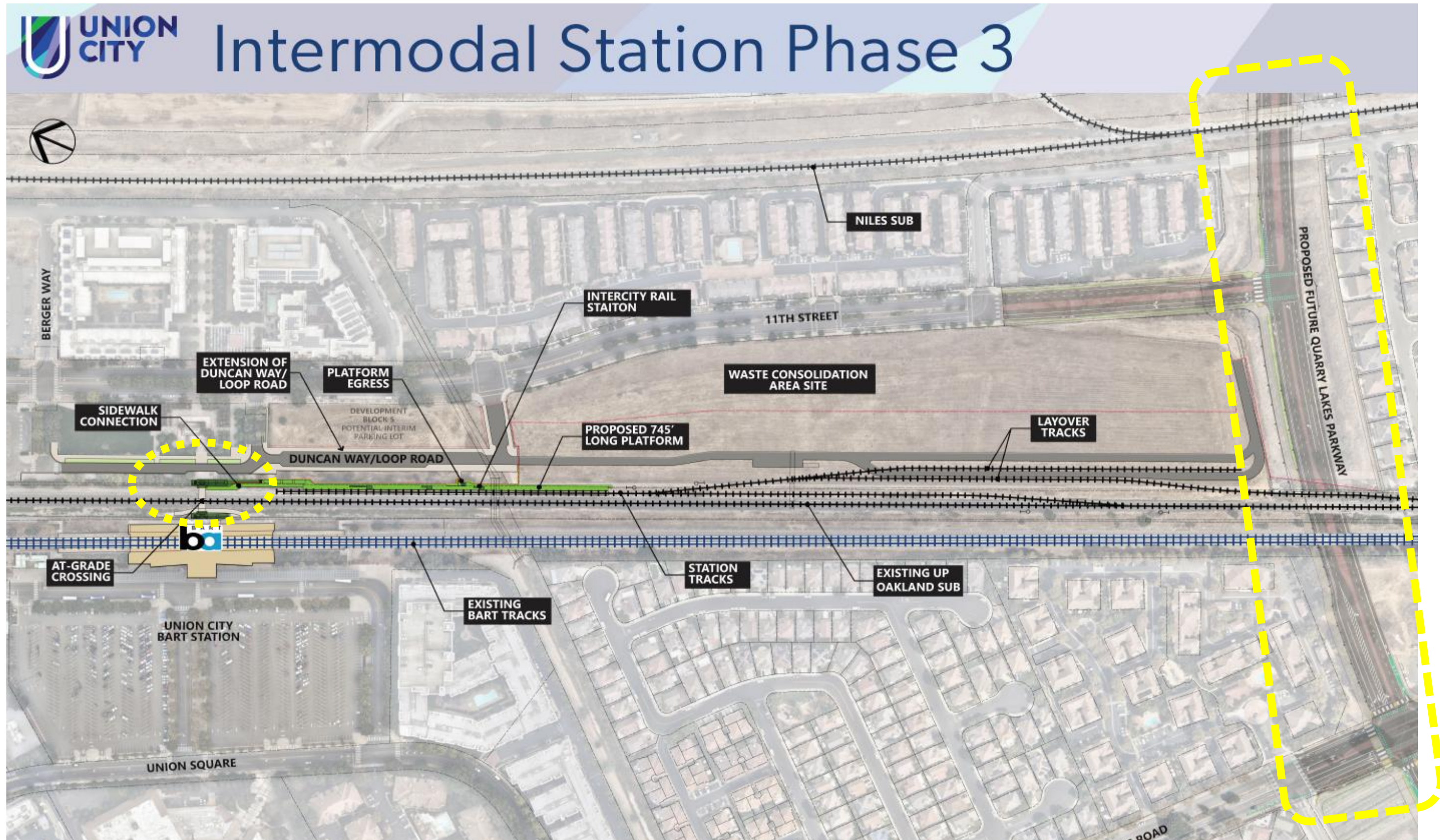
(Approved by Voters in 2018)

RM 3 Expenditure Plan (Projects and Programs)

(17) Dumbarton Corridor Improvements. (\$130,000,000).

Funds planning, environmental review, design, and construction of capital improvements within the **Dumbarton Bridge** and rail corridor in the Counties of Alameda and San Mateo to relieve congestion, increase person throughput, and offer reliable travel times. Eligible projects recommended in the Dumbarton Corridor Transportation Study and improvements to facilitate rail and transit connectivity among ACE, Capitol Corridor, and BART, including rail connection at the **Shinn Station**. The project sponsors are BATA, **Alameda CTC**, San Mateo Transit District and San Mateo County Transportation Authority.

RM 3, Dumbarton Corridor Improvement Program (Shinn Station is Union City Intermodal Station)



| Metropolitan Transportation Commission (MTC)



All Major Regional Transportation Projects that meet the goals of MTC's **Plan Bay Area 2050 (PBA50)** are candidates for future federal, state and regional transportation funds.

Major Transit and Rail Projects
- BART, ACE and Intercity Rail

Major Multimodal Projects
-Quarry Lakes Parkway

RM 3, Dumbarton Corridor Improvement Program Funds

MTC Approved RM 3 List of Projects in June 2024

PROJECT	IMPLEMENTING AGENCY	PROGRAMMING RECOMMENDATIONS *				
		ALA - \$32.5M	BATA - \$32.5M	SM - \$32.5M	Competitive Funding - \$32.5 M	Total RM3 Funding
UNION CITY BART EAST ENTRANCE AND AT GRADE CROSSING	UNION CITY	\$ 3,000,000				\$ 3,000,000
DECOTO ROAD COMPLETE STREETS	FREMONT	\$ 11,200,000			\$ 7,000,000	\$ 18,200,000
I-880/DECOTO INTERCHANGE MODERNIZATION	FREMONT					
QUARRY LAKES PARKWAY	UNION CITY	\$ 18,300,000	\$ 6,700,000			\$ 25,000,000
THORNTON AVENUE COMPLETE STREETS & BAY TRAIL	NEWARK				\$ 15,000,000	\$ 15,000,000
DUMBARTON BRIDGE TO QUARRY LAKES TRAIL	FREMONT		\$ 10,800,000			\$ 10,800,000
SAN MATEO DUMBARTON BUSWAY	SAMTRANS			\$ 5,000,000		\$ 5,000,000
101/84 INTERCHANGE REIMAGINED	RWCity/SMCTA		\$ 10,000,000	\$ 27,500,000	\$ 10,500,000	\$ 48,000,000
DUMBARTON FORWARD OPERATIONAL IMPROVEMENTS	BATA		\$ 5,000,000			\$ 5,000,000
TOTAL		\$ 32,500,000	\$ 32,500,000	\$ 32,500,000	\$ 32,500,000	\$ 130,000,000

*General condition: Projects programmed below must submit allocation requests consistent with the RM3 Policies and Procedures, including an adopted board resolution and updated Initial Project Report that demonstrates full funding commitments for the requested project phase. If these are not submitted by December 31, 2025, MTC staff will request a project update for the Commission and could recommend deprogramming the funds.

RM 3, Dumbarton Corridor Improvement Program

Requirements for the MTC RM3 Dumbarton Corridor Funds

- 1) Project Readiness
- 2) Approval of the Allocation Request by December 31, 2025
- 3) Construction Area Signs within the Construction Limits
- 4) Spend RM3 Grant Funds now and remaining 3-5 years

***Demonstrate Regional “Bridge Tolls Funds at Work”
improving the Dumbarton/Decoto Corridor in Alameda
and San Mateo Counties***



RM 3, Dumbarton Corridor Improvement Program

MTC RM 3 Approval Process for Quarry Lakes Parkway

July 2025 - Submit RM3 Allocation Request to MTC & Alameda CTC

Sept 2025 - Alameda CTC Board Approval

Oct 2025 - MTC Board Approval

Dec 2025 - MTC Funding Agreement

***New** \$25 Million of Dumbarton Corridor Improvement Funds for Quarry Lakes Parkway Project, City Project No. 18-04 will be for construction of:*

1) Environmental Off-Site Mitigation	\$20.0 million
2) Quarry Lakes Parkway, Phase 1	\$ 1.5 million
3) Quarry Lakes Parkway, Phase 2	\$ 3.5 million
	<u>\$ 25.0 million</u>

Quarry Lakes Parkway



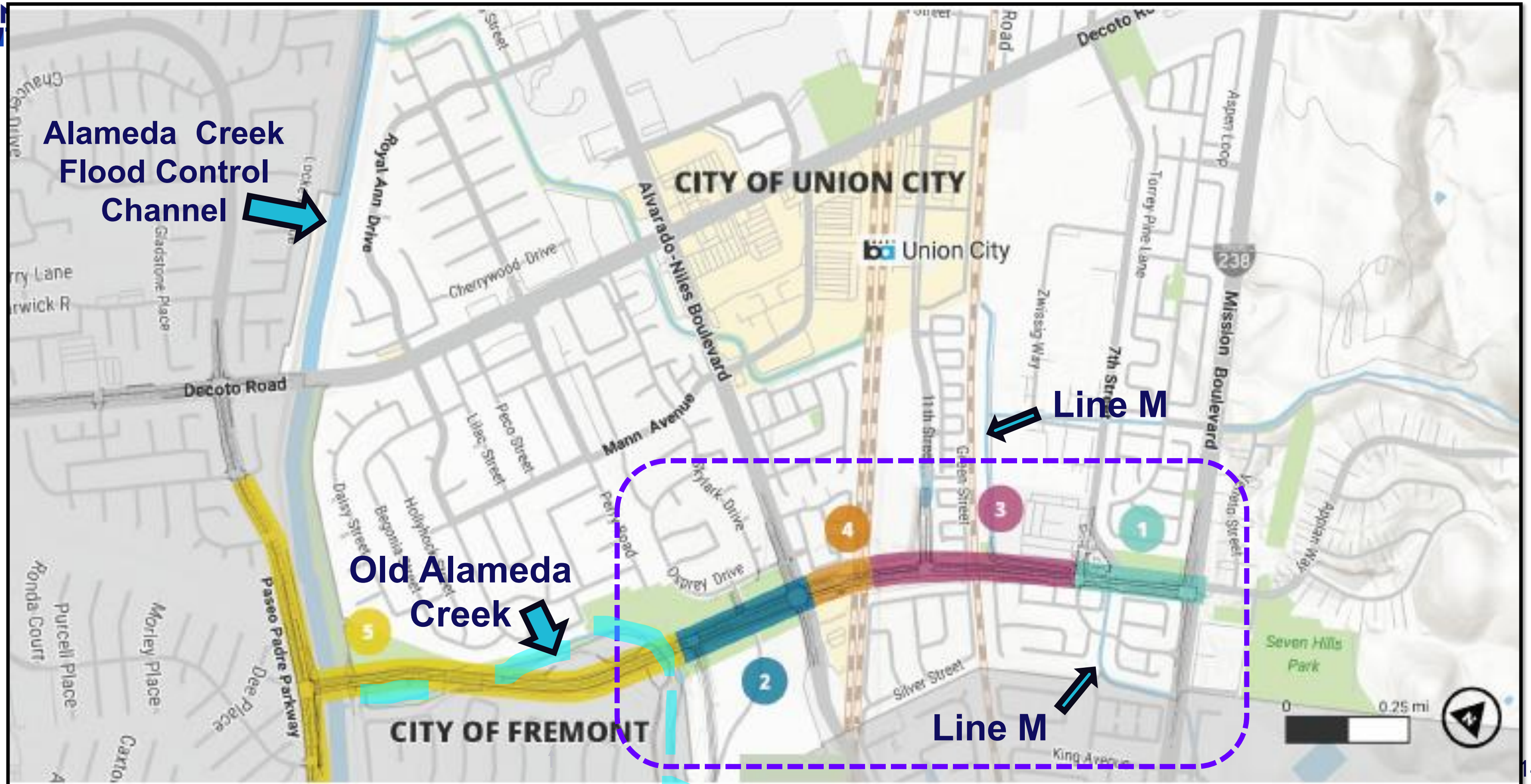
- Improved Circulation & Public Safety**
Improves access for residents to Union City BART & Dumbarton Express
- Enhances Walking/Biking Options & Improves Connectivity**
- No increase in vehicle miles traveled (VMT)**
- Expands Mobility Options**
- Decrease in vehicle hours of delay**





Union City

QUARRY LAKES PARKWAY, PHASES 1-4

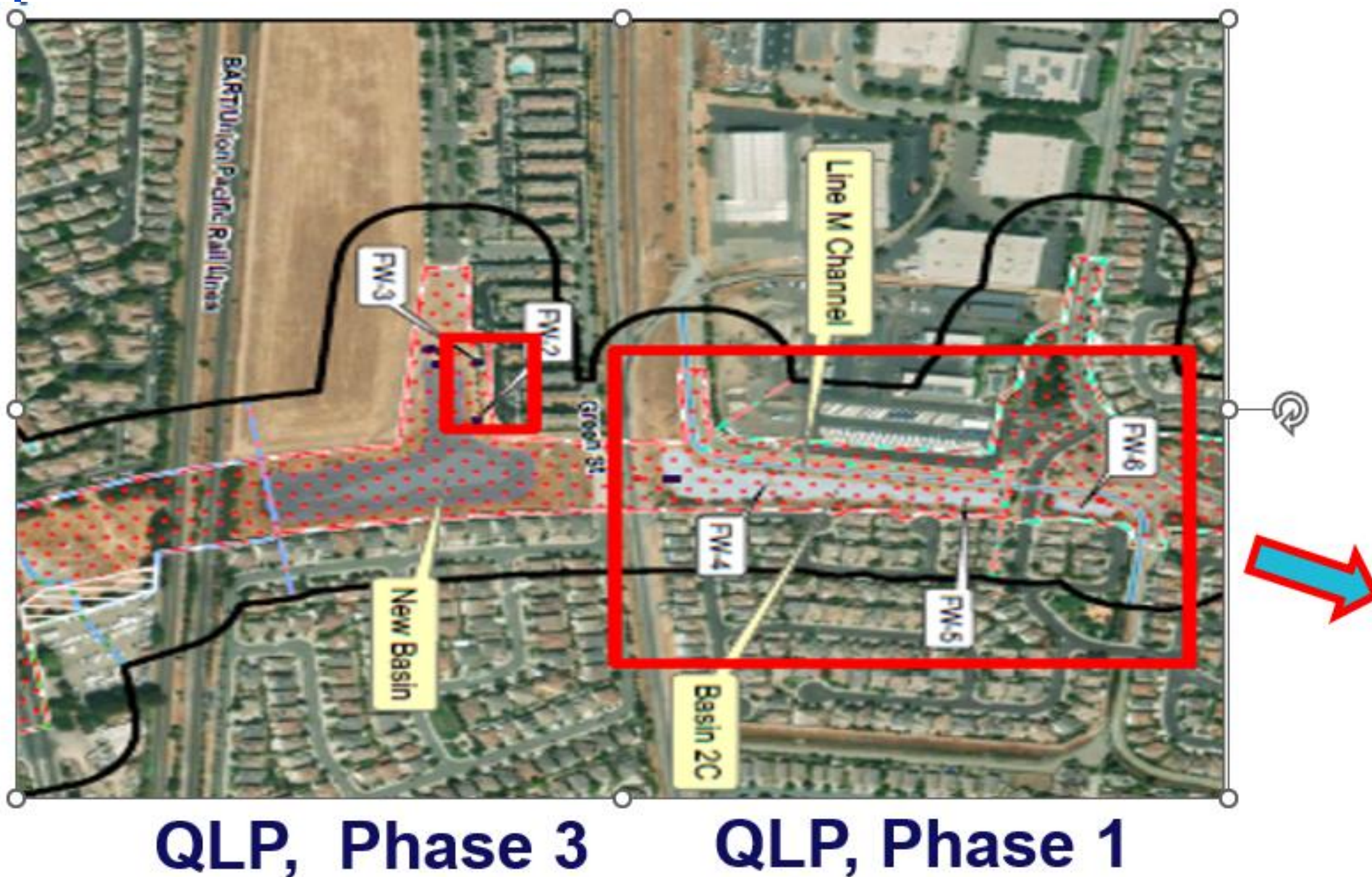




IMPACTS TO CORP YARD & LINE M FLOOD CONTROL CHANNEL



Environmental Impacts to Waters, Wetlands and Riparian

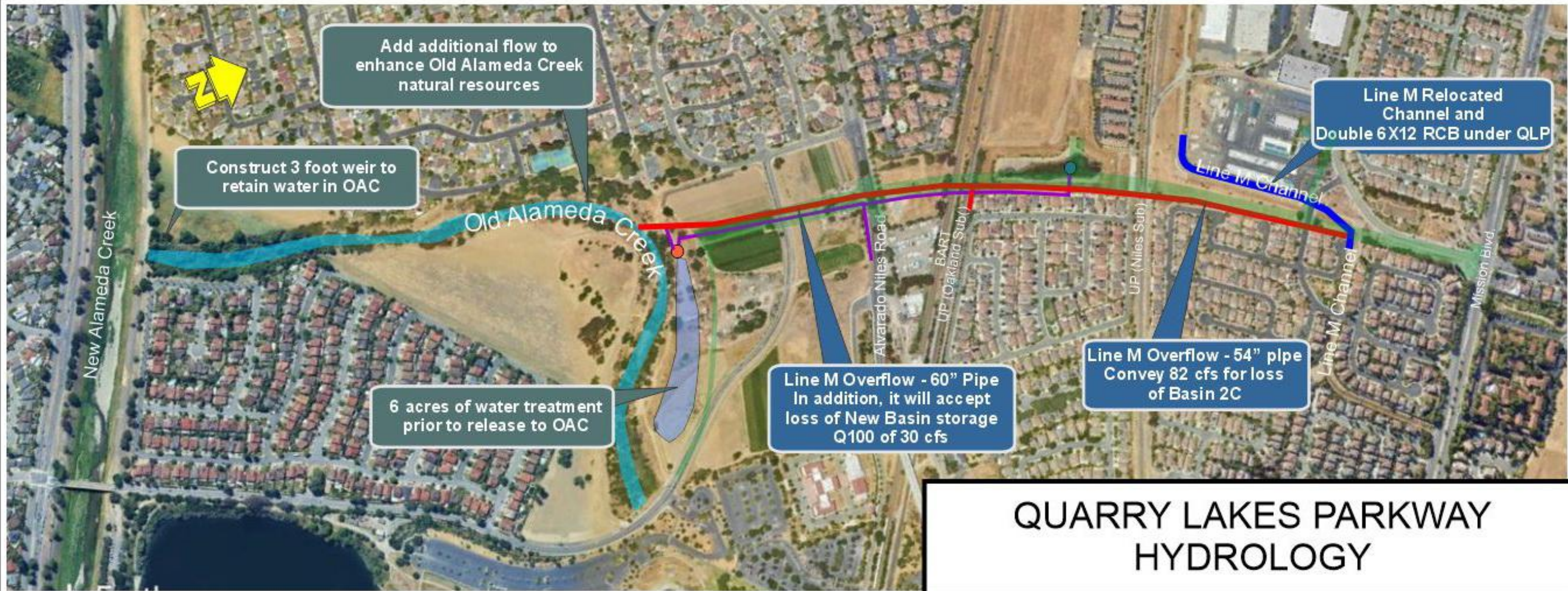


QLP, Phase 1



| Enhance Old Alameda Creek (OAC)

- Overflow Pipeline-Additional flow from Line M
- Construct 3-foot weir at the downstream end of OAC
- Retain water for riparian habitat & biological resource improvements



| Enhance Old Alameda Creek (OAC)

- Line M Overflow add more stormwater into creek
- Supported by ACWD and Regulatory Agencies



Old Alameda Creek



Seasonal Wetlands and Riparian Vegetation



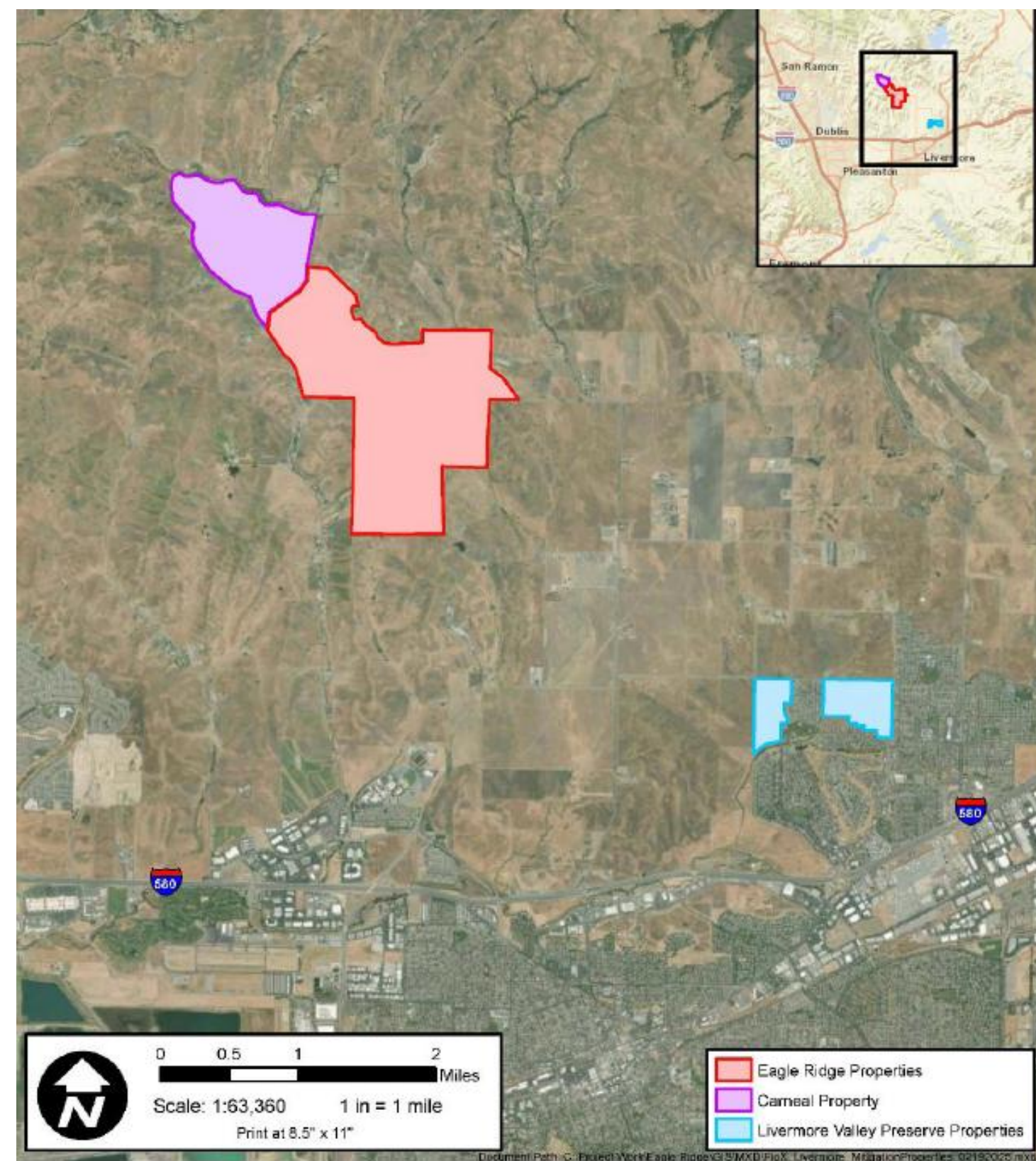
| Environmental Off-Site Mitigation (Construction & Permits)

- Sites Approved by RWQCB (Regional Water Quality Control Board)
- Meets Mitigation requirements for Wetland, Riparian, Species and Waters and other AlaCTC projects

Proposed Locations (Livermore)

- 1) Manning Ranch (part of Eagle Ridge)
- 2) Livermore Valley Preserve

Mitigation Cost: \$20 million



193 Blue Ravine Road, Ste. 105
Folsom, CA 95630
Phone: (916) 985-1188

**Mitigation Properties
Livermore Valley Area
Contra Costa & Alameda Counties, California**

| PHASE 1: 7TH STREET CONNECTION (7TH Street to Mission Boulevard)



- Realign 7th Street along Corp Yard to connect to Chesapeake with new Traffic Signal
- Reconstruct the Line M Open Channel and Box
- Relocate & Reconstruct Corp Yard Security Wall

CORP YARD IMPACTS

- Takes land from Transit & Storage
- Reconfigure Area & more pavement

QLP PROJECT AREA OF IMPACT



| **PHASE 1: 7TH STREET CONNECTION** (7TH Street to Mission Boulevard)

Advance Improvements (Corp Yard Impacts)

- Move storage and pave the southern yard
- Relocate transit fleet to expedite construction
- Construct temporary transit fleet parking area at 11th Street parking lot (Block 6)

QLP, Phase 1 Construction Cost: \$41.3 million

QLP, Phase 1: \$ 1.5 million (RM3 Funds)

| PHASE 2: GATEWAY CONNECTION (Old Alameda Creek to Alvarado-Niles Road)



- Construct storm water quality treatment basin and outfall structures in Old Alameda Creek
- Realign existing Quarry Lakes Drive between new QLP and Isherwood next to creek
- Install and modify utilities
- Install new traffic signal and street lighting
- Supports City Ventures Housing Site (500+ units)

Quarry Lakes Parkway, Phase 2 Multimodal Design Elements



Quarry Lakes Parkway



Quarry Lakes Drive

Similar Roadway Improvements (11th Street)



- “Complete Streets” Design
- 20-foot Multi-Use Path
- Buffered Bike Lanes
- 35 MPH Speed Limit
- Landscaped Medians
- Connections to Parks and Trails

Quarry Lakes Parkway, Phase 2 Caltrans Property (LATIP Revenue \$86 million)



Approximate ROW Quarry Lakes Parkway / New Quarry Lakes Drive

| Former Caltrans Gateway Site Status

- Exclusive Negotiating Agreement
 - Executed Dec. 14, 2021
 - 400 – 535 units
 - 25 percent affordable
 - Criteria for preservation of historic resource area
 - Extended through June 7, 2026.
 - Negotiations pending roadway funding and permit approvals



***Sale will fund LATIP projects (\$86 million)
incl. Quarry Lakes Parkway (\$41.8 million)***



| **PHASE 2: GATEWAY CONNECTION** (Old Alameda Creek to Alvarado-Niles Road)

- June 24th City Council- Accepted \$3.995 million AlaCTC funds to complete Final PSE for Quarry Lakes Parkway, Phase 2
- Aug 12th City Council- Amend Consultant Service Agreement to complete Final P&E for Quarry Lakes Parkway, Phase 2
- Oct 21st BPAC- Provide 65% Plans for Striping and Signing Plans for review and comments
- Late Summer 2026 Complete Final PS&E

QLP, Phase 2 Construction Cost: \$ \$42.1 million

QLP, Phase 2: \$ 3.5 million (RM3 Funds)



RM 3, Dumbarton Corridor Improvement Program

PS&E ROW Mitigation Railroad Funded CON Phase Unfunded CON Phase

PHASES	Project Phases	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033
QLP, Segment (Phase) 1: 7th St. Connection	65% PS&E												
	FINAL PS&E												
	Right of Way & Utilities												
	Advertise and Award												
	Construction												
QLP, Phases 1-4 Environ Mitigation (RM 3 Funds)	On & Off Site Mitigation Approach												
	Mitigation Agreement & Permits												
	Off Site Mitigation Contract												
QLP, Segment (Phase) 1A: CY Site (Transit Area)	FINAL PS&E												
	Advertise and Award												
	Construction												
QLP, Segment (Phase) 2: Gateway Connection	65% PS&E												
	FINAL PS&E												
	Right of Way & Utilities												
	Advertise and Award												
	Construction												
	LATIP Deposit \$86M												
QLP, Segment (Phase) 3: 11th Connection (UP Grade Sep)	Prelim Design												
	FINAL PS&E (LATIP Funds)												
	Right of Way & Utilities												
	UP (Railroad) Agreements												
	Advertise and Award												
	Construction												

RM 3, Dumbarton Corridor Improvement Program

Submit \$25.0 Million RM3 Allocation Request

Quarry Lakes Parkway

Project Sponsor	City of Union City
Scope	Construct a new four-lane multimodal, local street with a landscape median, buffer bike lanes and a separated continuous multi-use trail from Mission Blvd (SR 238) in Union City to Paseo Padre in Fremont
RM3 Funding Amount	\$25M total (\$18.3M Alameda, \$6.7M BATA)
RM3 Phase	ROW, CON
Total Cost*	\$211.8M
Schedule*	Begin construction 2025, open end of 2028

Note: Costs and schedule shown for Phases 1-3.



*** Updated Total Cost for QLP, Phase 1-3 is \$221.3 million**



| Quarry Lakes Parkway –Transportation Funds

Dedicated Transportation Funds	Regional Sources	Amount
AlaCTC 1986 Measure B Funds	County	\$65,500,000
AlaCTC 2005 CMA-TIP	County	\$14,300,000
Caltrans Route 84 LATIP Funds	State	\$41,814,000
AlaCTC 2014 Measure BB (TEP 21-Dumbarton)	County	\$40,000,000
AlaCTC 2014 Measure BB (TEP 22- Intermodal Station)	County	\$75,000,000
MTC RM3, Dumbarton Corridor Funds	Bay Area	\$25,000,000
Total Funds		\$261,614,000



RM 3, Dumbarton Corridor Improvement Program Funds

Staff Recommendation

Adopt a Resolution Authorizing the City Manager to Submit An Allocation Request to the Metropolitan Transportation Commission (MTC) from Regional Measure 3, Dumbarton Corridor Improvements Program and Accepting Alameda County Transportation Commission's Designation of the City of Union City as the Implementation Agency for the Quarry Lakes Parkway, City Project No. 18-04

Questions?