

AGENDA

NOTICE OF REGULAR MEETING

TIME: 6 p.m.

DATE: Tuesday, November 5, 2024

PLACE: Regular Meeting Place
7051 Dublin Boulevard, Dublin, CA
www.dsrsd.com

Our mission is to protect public health and the environment by providing reliable and sustainable water, recycled water, and wastewater services in a safe, efficient, and fiscally responsible manner.

1. CALL TO ORDER
2. PLEDGE TO THE FLAG
3. ROLL CALL
4. SPECIAL ANNOUNCEMENTS/ACTIVITIES
5. PUBLIC COMMENT (MEETING OPEN TO THE PUBLIC)
At this time those in the audience are encouraged to address the Board on any item of interest that is within the subject matter jurisdiction of the Board and not already included on tonight's agenda. Comments should not exceed five minutes. Speaker cards are available from the District Secretary and should be completed and returned to the District Secretary prior to addressing the Board. The President of the Board will recognize each speaker, at which time the speaker should proceed to the lectern. Written comments received by 3 p.m. on the day of the meeting will be provided to the Board.
6. AGENDA MANAGEMENT (CONSIDER ORDER OF ITEMS)
7. CONSENT CALENDAR
Matters listed under this item are considered routine and will be enacted by one Motion, in the form listed below. There will be no separate discussion of these items unless requested by a Member of the Board or the public prior to the time the Board votes on the Motion to adopt.
 - 7.A. Approve Regular Meeting Minutes of October 15, 2024
Recommended Action: Approve by Motion
 - 7.B. Accept Regular and Recurring Report: Treasurer's Report
Recommended Action: Accept by Motion
 - 7.C. Replace Trustee/Custodian and Plan Administrator for the Dublin San Ramon Services District Deferred Compensation 457(b) Plan and Rescind Resolution No. 10-17
Recommended Action: Approve by Resolution

Board of Directors

Division 1 ♦ Dinesh Govindarao | Division 2 ♦ Ann Marie Johnson | Division 3 ♦ Richard Halket
Division 4 ♦ Georgean Vonheeder-Leopold | Division 5 ♦ Arun Goel

8. BOARD BUSINESS

- 8.A. Approve an Amendment to California Public Employees' Retirement System (CalPERS) Contract
Recommended Action: Approve by Resolution
- 8.B. Approve Amendment to the Capital Improvement Program Ten-Year Plan and Two-Year Budget to Increase the East Ranch Water Main – Central Parkway to Savanna Court Project (CIP 24-W022) Budget and Authorize Execution of an Areawide Facility Agreement for Construction of Water Infrastructure Facilities between Arroyo Cap IV-3, LLC, TH East Ranch Dublin LLC, and Dublin San Ramon Services District
Recommended Action: Approve by Resolution and Authorize by Motion

9. REPORTS

9.A. Boardmember Items

- 9.A.1. Joint Powers Authority and Committee Reports
9.A.2. Submittal of Written Reports for Day of Service Events Attended by Directors
9.A.3. Request New Agenda Item(s) Be Placed on a Future Board or Committee Agenda

9.B. Staff Reports

10. ADJOURNMENT

All materials made available or distributed in open session at Board or Board Committee meetings are public information and are available for inspection during business hours by calling the District Secretary at (925) 828-0515. A fee may be charged for copies. District facilities and meetings comply with the Americans with Disabilities Act. If special accommodations are needed, please contact the District Secretary as soon as possible, but at least two days prior to the meeting.

**DUBLIN SAN RAMON SERVICES DISTRICT
MINUTES OF A REGULAR MEETING OF THE BOARD OF DIRECTORS**

October 15, 2024

1. CALL TO ORDER

A regular meeting of the Board of Directors was called to order at 6 p.m. by President Johnson.

2. PLEDGE TO THE FLAG

3. ROLL CALL

Boardmembers present at start of meeting: President Ann Marie Johnson, Director Richard M. Halket, Director Dinesh Govindarao, and Director Georgean M. Vonheeder-Leopold (teleconference location).

Vice President Goel entered the meeting at 6:02 p.m. after the roll call was done and during Special Announcements/Activities.

District staff present: Jan Lee, General Manager/Treasurer; Michelle Gallardo, Interim Administrative Services Director; Steve Delight, Engineering Services Director/District Engineer; Ken Spray, Finance Director; Dan Gill, Operations Director; Douglas E. Coty, General Counsel; and Nicole Genzale, Executive Services Supervisor/District Secretary.

4. SPECIAL ANNOUNCEMENTS/ACTIVITIES

- 4.A. New Employee Introductions
Cynthia Page, Environmental Chemist II
Arnel Ibasitas, Environmental Chemist I

5. PUBLIC COMMENT (MEETING OPEN TO THE PUBLIC) – 6:03 p.m. No public comments received.

6. AGENDA MANAGEMENT (CONSIDER ORDER OF ITEMS) – No changes made.

7. CONSENT CALENDAR

Director Govindarao MOVED for approval of the items on the Consent Calendar. Vice President Goel SECONDED the MOTION, which CARRIED with FIVE AYES per roll call vote.

- 7.A. Approve Regular Meeting Minutes of October 1, 2024 – Approved

- 7.B. Approve Amendment to the Capital Improvement Program Ten-Year Plan and Two-Year Budget to Increase the Street Overlay Modification Program (CIP 00-A003) Budget – Approved – Resolution No. 41-24

- 7.C. Adopt Revised Capital Financing and Debt Management Policy and Rescind Resolution No. 38-17 – Approved – Resolution No. 42-24

- 7.D. Rescind Debt Disclosure Policy and Rescind Resolution No. 37-17 – Approved – Resolution No. 43-24

8. BOARD BUSINESS

- 8.A. Adopt Resolution of Intention to Approve an Amendment to CalPERS Retirement Contract

Interim Administrative Services Director Gallardo introduced Human Resources and Risk Manager Samantha Koehler who reviewed the item for the Board. The Board and staff discussed Boardmember questions regarding potential long-term financial impacts to the District by taking over the two percent employee contribution for Classic Members. General Manager Lee stated that staff will bring additional information to the Board regarding the District's long-term pension liabilities. She confirmed that the action before the Board this evening is an administrative action required to meet the District's obligation to end the employee 20-year pension cost-share, which was previously agreed to by the District during labor contract negotiations in 2021. Adopting the Resolution of Intention is the first step CalPERS requires to amend the District's CalPERS contract and to end the two percent employee cost-share. Staff explained that the District's assumption of the contribution was accounted for and included as part of the operating budget for fiscal year ending 2025.

Vice President Goel MOVED to adopt Resolution No. 44-24, Adopting a Resolution of Intention to Approve an Amendment to the Retirement Contract Between Dublin San Ramon Services District and the California Public Employees' Retirement System. Director Halket SECONDED the MOTION, which CARRIED with FIVE AYES per roll call vote.

- 8.B. Public Hearing: Consider Adoption of Proposed Final Initial Study/Mitigated Negative Declaration for the Reservoir 20B Project (CIP 14-W008)

President Johnson announced the item and declared the Public Hearing open. She asked for the staff presentation. Engineering Services Director Delight introduced Senior Engineer Jason Ching who reviewed the item for the Board.

President Johnson inquired if there were any comments from the public. There was no public comment received in addition to the earlier comments received from the City of Dublin, as noted in the staff report. President Johnson declared the Public Hearing closed.

The Board and staff discussed certain aspects of the project including reservoir design and some particulars regarding the property it will reside on, which the City of Dublin will maintain as open space.

Director Halket MOVED to adopt Resolution No. 45-24, Adopting Final Initial Study/Mitigated Negative Declaration for the Reservoir 20B Project (CIP 14-W008), Approving the Project, and Authorizing and Directing the Filing of a Notice of Determination. Vice President Goel SECONDED the MOTION, which CARRIED with FIVE AYES per roll call vote.

8.C. Receive Report on Video Production of Board Meetings

Interim Administrative Services Director Gallardo reviewed the item for the Board and provided an updated presentation (handed out to the Board and posted to the website as supplemental materials).

The Board and staff discussed various aspects of the presentation, including the background and timeline of the Boardroom audio/visual updates project and implementation, and the video production and maintenance services provided by Pacific Design & Integration, Inc. (GovTV). Staff reported the total project cost was within the project's \$500,000 budget, and the monthly production cost for two Board meetings is \$1,600. The posting of recorded Board meetings, expected to commence in January 2025, supports the District's Strategic Plan to further transparency efforts and is not a legislative requirement. Staff confirmed the video production services are solely used for DSRSD Board meetings and do not extend to other meetings held in the Boardroom. They discussed equipment procurement and servicing options going forward, such as grant funding, college program support, and alternative providers. The Board directed staff to explore other potential production service options and grant funding opportunities.

9. REPORTS

9.A. Boardmember Items

9.A.1. Joint Powers Authority and Committee Reports – None

9.A.2. Submittal of Written Reports for Day of Service Events Attended by Directors – None

9.A.3. Request New Agenda Item(s) Be Placed on a Future Board or Committee Agenda

Vice President Goel requested items be scheduled for an upcoming meeting regarding the long-term outlook of pension liabilities (a follow-up to Item 8.A.) and the consideration of potential Boardroom audio/visual funding and support options (a follow-up to Item 8.C.).

9.B. Staff Reports

General Manager Lee reported on the following items:

- The Zone 7 Water Agency will host a Flood Preparation event on Saturday, October 19.
- District staff will hold its Annual BBQ Cook Off & Veteran's Day Celebration on Thursday, November 7. The Boardmembers are invited to serve as judges.
- The ACWA Fall Conference & Expo will be held December 3—5 in Palm Desert.

10. CLOSED SESSION

At 6:49 p.m. the Board went into Closed Session.

- 10.A. Conference with Real Property Negotiators Pursuant to Government Code Section 54956.8
 - Property: A Portion of 7051 Dublin Blvd., Dublin CA
 - District Negotiators: Jan Lee, General Manager
Michelle Gallardo, Interim Administrative Services Director
 - Negotiating Party: Eswar Vadya, Committee Chair, Troop 905 of Dublin, Twin Valley District, Golden Gate Area Council, Boy Scouts of America
 - Under Negotiation: Price and Terms of Payment for Lease of Property

11. REPORT FROM CLOSED SESSION

At 7:15 p.m. the Board came out of Closed Session. President Johnson announced that there was reportable action. She announced that the Board of Directors have directed staff to discontinue negotiations of a proposed lease agreement with the Boy Scouts of America.

12. ADJOURNMENT

President Johnson adjourned the meeting at 7:15 p.m.

Submitted by,

Nicole Genzale, CMC
Executive Services Supervisor/District Secretary



TITLE: Accept Regular and Recurring Report: Treasurer's Report

RECOMMENDATION:

Staff recommends the Board of Directors accept, by Motion, regular and recurring report: Treasurer's Report.

DISCUSSION:

To maximize openness and transparency and to allow the Board to be informed about key aspects of District business, the Board directed that various regular and recurring reports be presented for Board acceptance at regular intervals (see Attachment 1).

The following report is presented this month for acceptance:

Ref Item B: Treasurer's Report

The Treasurer's Report as of September 30, 2024, is attached as required under Government Code §53646. The District portfolio has a fair value of \$244,032,839, is in conformity with the District's Investment policy and provides sufficient cash flow liquidity to meet the next six months' expenses.

Originating Department: Finance	Contact: T. Lucero/K. Spray	Legal Review: Not Required
Financial Review: Yes	Cost and Funding Source: N/A	
Attachments: <input type="checkbox"/> None <input type="checkbox"/> Resolution <input type="checkbox"/> Ordinance <input type="checkbox"/> Task Order <input type="checkbox"/> Proclamation <input checked="" type="checkbox"/> Other (see list on right)	Attachment 1 – Summary of Regular and Recurring Reports with: Ref B – Treasurer's Report	

SUMMARY OF REGULAR AND RECURRING REPORTS

Ref	Description	Frequency	Authority	Last Acceptance	Acceptance at this Meeting?	Next Acceptance
A	Warrant List	Monthly	Board Direction	Posted monthly on website		Posted monthly on website
B	Treasurer's Report ¹	Quarterly	CA Government Code 53646	8/6/2024	Yes	February 2025
C	Quarterly Financial Report	Quarterly	Budget Accountability Policy	9/17/2024		November 2024
D	Outstanding Receivables Report	Annually – Fiscal Year	District Code 1.50.050	8/6/2024		August 2025
E	Employee and Director Reimbursements greater than \$100 ²	Annually – Fiscal Year	CA Government Code 53065.5	8/6/2024		August 2025
F	Utility Billing Leak Adjustments ³	Annually – Fiscal Year	Utility Billing Leak Adjustments Policy	8/6/2024		August 2025
G	Annual Rate Stabilization Fund Transfer Calculation	Annually – After Audit	Financial Reserves Policy	5/6/2024		March 2025
H	Capital Projects Created from Programs	Quarterly	Budget Accountability Policy	9/17/2024		November 2024
I	Capital Budget Adjustments Approved by the General Manager			9/17/2024		

¹ To meet the 45-day reporting requirement, the Quarterly Treasurer's Report (Ref B) will be included in (1) the General Manager Report to Board and the next Board meeting agenda packet, or (2) the next Board meeting agenda packet only.

² Reimbursements also reported monthly in the Warrant List (Ref A).

³ Per Utility Billing Leak Adjustments policy, a report will be presented to the Board if total credits in any fiscal year exceed \$25,000.

Dublin San Ramon Services District
Treasurer's Report - Portfolio Management Summary
As of: September 30, 2024

Description	Par Value	Fair Value	Book Value	% of Portfolio	Permitted by Policy	In Compliance	YTM @ Cost
CAMP	\$49,926,061	\$49,926,061	\$49,926,061	21.82%	100%	Yes	5.29%
Certificate of Deposit	3,250,000	3,204,839	3,250,000	1.42%	30%	Yes	2.89%
Corporate Bonds	25,000,000	23,951,932	25,000,000	10.93%	30%	Yes	1.13%
Federal Agency	65,166,667	62,977,204	64,493,920	28.19%	100%	Yes	2.16%
LAIF - Operating	20,451,019	20,493,171	20,451,019	8.94%	100%	Yes	4.58%
Municipals	39,125,000	37,552,929	38,492,463	16.82%	100%	Yes	2.54%
US Treasury	28,000,000	27,428,903	27,183,843	11.88%	100%	Yes	3.65%
Total / Average	\$230,918,747	\$225,535,039	\$228,797,307	100.00%			2.96%
Bank of America - Concentration	18,497,801	18,497,801	18,497,801				
Total Cash & Investments	\$249,416,548	\$244,032,839	\$247,295,108				2.96%

I certify that this report reflects all Government Agency pooled investments and is in conformity with the Investment Policy of The investment program herein shown provides sufficient cash flow liquidity to meet the next six month's expenses.

Market values for investments other than CAMP and LAIF were provided by Wells Fargo Securities, LLC.

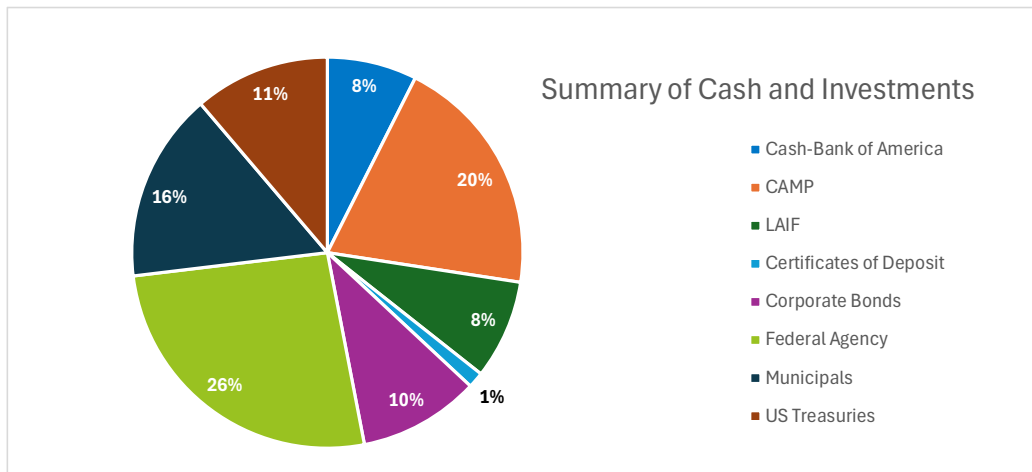
Jan Lee, Treasurer

Dublin San Ramon Services District
Treasurer's Report - Portfolio Management Summary
As of: June 30, 2024

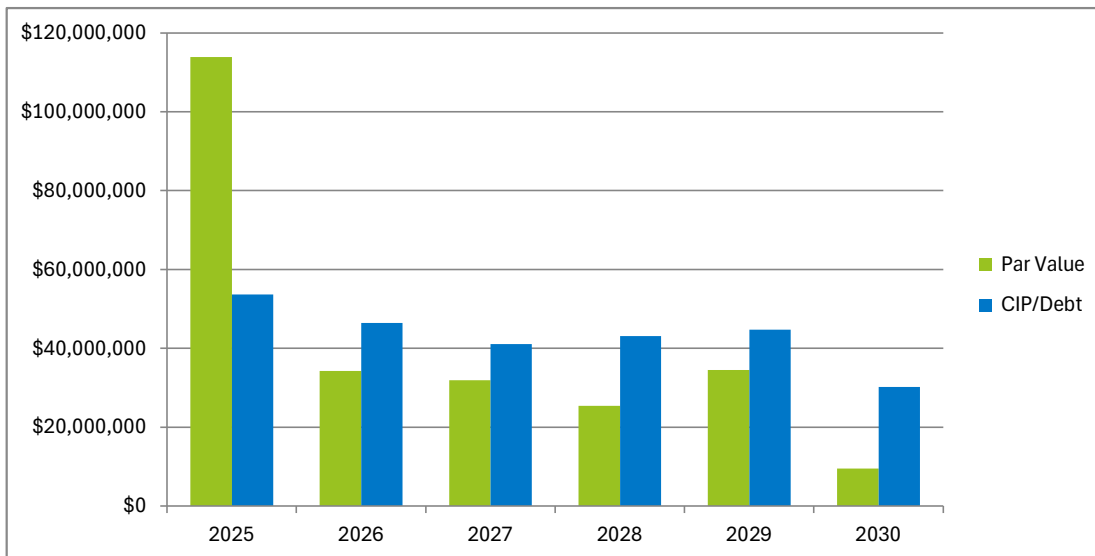
Description	Par Value	Fair Value	Book Value	% of Portfolio	Permitted by Policy	In Compliance	YTM @ Cost
CAMP	\$59,160,626	\$59,160,626	\$59,160,626	25.22%	100%	Yes	5.43%
Certificate of Deposit	3,250,000	3,151,227	3,250,000	1.39%	30%	Yes	2.89%
Corporate Bonds	25,000,000	23,353,801	25,000,000	10.66%	30%	Yes	1.13%
Federal Agency	65,666,667	62,402,991	65,353,572	27.86%	100%	Yes	2.00%
LAIF - Operating	20,222,846	20,148,345	20,222,846	8.62%	100%	Yes	4.48%
Municipals	30,525,000	28,406,959	30,235,462	12.89%	100%	Yes	2.23%
US Treasury	31,550,000	31,141,503	31,320,179	13.35%	100%	Yes	4.39%
Total / Average	\$235,375,138	\$227,765,453	\$234,542,684	100.00%			3.15%
Bank of America - Concentration	15,127,173	15,127,173	15,127,173				
Total Cash & Investments	\$250,502,311	\$242,892,626	\$249,669,857				3.15%

Investment Review for : September 30, 2024
Summary of Current Cash & Investments

	Par Value	% of Cash & Investments	Avg Maturity (in Years)	Avg Yield
Cash-Bank of America	\$18,497,801	7.42%		
CAMP	49,926,061	20.02%		5.29%
LAIF	20,451,019	8.20%		4.58%
Certificates of Deposit	3,250,000	1.30%	1.4	2.89%
Corporate Bonds	25,000,000	10.02%	2.0	1.13%
Federal Agency	65,166,667	26.13%	2.2	2.16%
Municipals	39,125,000	15.69%	2.7	2.54%
US Treasuries	28,000,000	11.23%	1.5	3.65%
Total / Average	\$249,416,548	100.00%	2.0	2.96%



Investment / Cash needs next 5 years



FYE	Par Value	CIP/Debt
2025	\$113,874,881	\$53,691,599
2026	34,250,000	46,376,434
2027	31,895,000	41,115,199
2028	25,406,667	43,109,715
2029	34,490,000	44,761,271
2030	9,500,000	30,184,797
	\$249,416,548	\$259,239,015

Description	CUSIP/Ticker	Credit Rating (1)	Settlement Date	Par Value	Fair Value	Book Value	Coupon Rate	YTM @ Cost	Days To Maturity	Maturity Date	Accrued Interest
Bank of America - Concentration	MM0000		4/30/2017	\$18,497,801	\$18,497,801	\$18,497,801	0.000	0.000	1		
CAMP LGIP	LGIP6300			49,926,061	49,926,061	49,926,061	5.290	5.290	1		-
Certificate of Deposit											
BANK HAPOALIM 0.5 12/15/2025	06251A2Q2		12/14/2020	250,000	239,984	250,000	0.500	0.500	441	12/15/2025	370
BANK OF AMERICA NA 5.05 6/8/2026	06051KEG3		6/6/2024	250,000	254,828	250,000	5.050	5.050	616	6/8/2026	4,012
BMW BANK OF NO AMERICA 0.5 11/20/2025	05580AXU3		11/20/2020	250,000	240,505	250,000	0.500	0.500	416	11/20/2025	455
BRIDGEWATER BANCSHARES.45 11/28/2025	10862ZLL3		11/30/2020	250,000	240,154	250,000	0.450	0.450	424	11/28/2025	-
CENTRAL BANK CD 0.45 1/27/2026	15258RAV9		1/27/2021	250,000	238,876	250,000	0.450	0.450	484	1/27/2026	9
DISCOVER BANK 3.1 5/27/2025	254673E69		5/24/2022	250,000	247,946	250,000	3.100	3.100	239	5/27/2025	2,739
FLAGSTAR BANK NA 5 6/12/2026	33847GJA1		6/13/2024	250,000	254,661	250,000	5.000	5.000	620	6/12/2026	3,733
MEDALLION BANK CD 0.45 1/29/2026	58404DJN2		1/29/2021	250,000	238,837	250,000	0.450	0.450	486	1/29/2026	6
MERRICK BANK 5.4 4/4/2025	59013KXG6		10/4/2023	250,000	251,179	250,000	5.400	5.400	186	4/4/2025	962
MORGAN STANLEY BANK NA 5.515 4/11/2025	61690DFE3		10/11/2023	250,000	251,247	250,000	5.515	5.515	193	4/11/2025	6,497
MORGAN STANLEY BANK NA 5.515 4/4/2025	61768EZS5		10/4/2023	250,000	251,178	250,000	5.515	5.515	186	4/4/2025	6,762
STATE BANK OF INDIA 0.55 11/24/2025	856283R57		11/23/2020	250,000	240,572	250,000	0.550	0.550	420	11/24/2025	490
WELLS FARGO BANK NA 5.05 6/4/2026	949764PG3		6/4/2024	250,000	254,873	250,000	5.050	5.050	612	6/4/2026	899
Sub Total / Average Certificate of Deposit				3,250,000	3,204,839	3,250,000	2.887	2.887	409		26,934
Corporate Bonds											
ALPHABET INC 0.45 8/15/2025-25	02079KAH0	S&P-AA+	9/16/2021	3,000,000	2,907,987	3,000,000	0.450	0.600	319	8/15/2025	1,688
BANK OF NY MELLON 1.6 4/24/2025-25	06406RAN7	S&P-A	10/5/2020	5,000,000	4,914,355	5,000,000	1.600	0.618	206	4/24/2025	34,667
PROCTER & GAMBLE 1.9 2/1/2027	742718FV6	S&P-AA-	2/10/2022	5,000,000	4,794,370	5,000,000	1.900	1.910	854	2/1/2027	15,569
STANFORD UNIVERSITY 1.289 6/1/2027	85440KAC8	S&P-AAA	12/10/2021	5,000,000	4,668,770	5,000,000	1.289	1.475	974	6/1/2027	21,304
TOYOTA MOTOR CREDIT CORP 0.8 1/9/2026-21	89236THW8	S&P-A+	3/4/2021	2,000,000	1,918,690	2,000,000	0.800	0.902	466	1/9/2026	3,600
WALMART INC 1.05 9/17/2026-26	93114ZER0	S&P-AA	9/17/2021	5,000,000	4,747,760	5,000,000	1.050	0.942	717	9/17/2026	1,896
Sub Total / Average Corporate Bonds				25,000,000	23,951,932	25,000,000	1.286	1.133	626		78,724
Federal Agency											
FFCB 0.8 3/9/2026-23	3133EMSU7	S&P-AA+	3/9/2021	5,000,000	4,793,385	5,000,000	0.800	0.800	525	3/9/2026	2,333
FFCB 0.9 8/19/2027-21	3133EL4D3	S&P-AA+	8/19/2020	4,500,000	4,143,240	4,500,000	0.900	0.900	1,053	8/19/2027	4,613
FFCB 1.5 12/14/2026-22	3133ENHA1	S&P-AA+	12/14/2021	5,000,000	4,755,850	5,000,000	1.500	1.500	805	12/14/2026	22,083
FFCB 2.69 4/4/2028	3133ENTL4	S&P-AA+	5/14/2024	3,000,000	2,907,708	2,817,741	2.690	4.600	1,282	4/4/2028	39,453
FFCB 3.03 3/20/2029	3133EUH1	S&P-AA+	5/14/2024	2,000,000	1,950,044	1,881,512	3.030	4.520	1,632	3/20/2029	1,683
FFCB 4.75 4/30/2029	3133ERDH1	S&P-AA+	5/8/2024	4,000,000	4,189,868	4,040,564	4.750	4.500	1,673	4/30/2029	79,167
FHLB 0.5 1/28/2026-22	3130AKN69	S&P-AA+	1/28/2021	5,000,000	4,782,355	5,000,000	0.500	0.500	485	1/28/2026	4,306
FHLB 1.25 11/10/2026-22	3130APLR4	S&P-AA+	11/10/2021	5,000,000	4,743,965	5,000,000	1.250	1.250	771	11/10/2026	24,306
FHLB 1.5 3/30/2028-21	3130ALNS9	S&P-AA+	3/30/2021	4,166,667	3,858,250	4,166,667	1.500	1.500	1,277	3/30/2028	-
FHLB 3.05 4/28/2025-23	3130ARU82	S&P-AA+	4/29/2022	4,000,000	3,969,600	4,000,000	3.050	3.050	210	4/28/2025	51,511
FHLMC 0.5 9/30/2025-22	3134GWUE4	Moodys-Aaa	10/2/2020	2,000,000	1,936,878	2,000,000	0.500	0.510	365	9/30/2025	-
FHLMC 0.55 9/30/2025-21	3134GWWT9	Moodys-Aaa	10/2/2020	3,000,000	2,900,277	3,000,000	0.550	0.558	365	9/30/2025	-
FHLMC 3.15 3/27/2025-22	3134GXVP6	Moodys-Aaa	6/27/2022	5,000,000	4,971,110	5,000,000	3.150	3.150	178	3/27/2025	1,313
FNMA 0.5 2/18/2025-22	3135GA4W8	Moodys-Aaa	11/18/2020	5,000,000	4,922,375	5,000,000	0.500	0.500	141	2/18/2025	2,917
FNMA 0.75 10/8/2027	3135G05Y5	Moodys-Aaa	8/16/2024	4,500,000	4,135,833	4,120,993	0.750	3.730	1,103	10/8/2027	16,125
FNMA 4.625 5/16/2029-25	3135GASQ5	Moodys-Aaa	5/30/2024	4,000,000	4,016,460	3,966,444	4.625	4.830	1,689	5/16/2029	68,861
Sub Total / Average Federal Agency				65,166,667	62,977,198	64,493,920	1.821	2.158	810		318,670
LAIF LGIP	LGIP1001		6/30/2011	20,451,019	20,493,171	20,451,019	4.575	4.575	1		-
Municipals											
CA DWR CENTRAL VLY PROJ 1.051 12/1/2026-21	13067WSW3	S&P-AAA	5/2/2022	5,000,000	4,714,705	5,000,000	1.051	3.175	792	12/1/2026	17,371
CA ST DEPT OF WTR RESO 1.16 12/1/2027	13067WRE4	S&P-AAA	9/30/2024	2,240,000	2,080,803	2,080,803	1.160	3.550	1,157	12/1/2027	8,589
CITY OF OAKLAND 1.83 1/15/2027	672240VV6	S&P-AA	3/18/2020	1,895,000	1,816,462	1,895,000	1.830	1.820	837	1/15/2027	7,225
ORANGE UNIFIED SD2.35 5/1/2026	684133LE9	S&P-AA	12/19/2019	2,000,000	1,949,674	2,000,000	2.350	2.240	578	5/1/2026	19,453
POMONA CA UNIF SCH DIST 1.775 8/1/2028	732098PJ1	Moodys-Aa3	9/30/2024	1,860,000	1,738,709	1,738,709	1.775	3.610	1,401	8/1/2028	5,411
STATE OF CALIFORNIA 3.05 4/1/2029	13063DMB1	S&P-AA-	5/22/2024	4,630,000	4,489,702	4,355,807	3.050	4.530	1,644	4/1/2029	70,215
STATE OF CALIFORNIA 3.5 4/1/2028	13063DGC6	S&P-AA-	5/27/2021	2,000,000	1,983,824	2,000,000	3.500	1.425	1,279	4/1/2028	34,806
STATE OF HAWAII 0.852 10/1/2025-20	419792ZL3	S&P-AA+	10/20/2021	5,000,000	4,841,495	5,000,000	0.852	0.975	366	10/1/2025	21,182
STATE OF MINNESOTA 0.86 8/1/2027	60412AVV0	S&P-AAA	8/25/2020	5,000,000	4,626,360	5,000,000	0.860	0.873	1,035	8/1/2027	7,047
State of Ohio 2.15 5/1/2026	677522T61	S&P-AA+	11/20/2019	5,000,000	4,873,880	5,000,000	2.150	2.220	578	5/1/2026	44,493
UNIV OF CALIFORNIA CA REVS 3.349 7/1/2029	91412HFG3	S&P-AA	8/15/2024	4,500,000	4,437,315	4,422,144	3.349	3.750	1,735	7/1/2029	37,258
Sub Total / Average Municipals				39,125,000	37,552,929	38,492,463	1.912	2.544	1,017		273,048
Treasury											
T-Bond 1 12/15/2024	91282CDN8		5/27/2022	5,000,000	4,963,280	5,000,000	1.000	2.550	76	12/15/2024	14,617
T-Bond 2.75 5/31/2029	91282CES6		6/18/2024	4,000,000	3,854,532	3,746,709	2.750	4.270	1,704	5/31/2029	36,667
T-Note 1.25 9/30/2028	91282CCY5		9/4/2024	4,500,000	4,109,940	4,105,190	1.250	3.629	1,461	9/30/2028	-
T-Note 2.875 8/15/2028	9128284V9		9/3/2024	4,500,000	4,385,916	4,374,772	2.875	3.653	1,415	8/15/2028	16,172
T-Note 3.125 8/31/2029	91282CFJ5		9/10/2024	5,000,000	4,892,775	4,921,963	3.125	3.473	1,796	8/31/2029	12,949
T-Note 4.625 4/30/2029	91282CKP5		5/7/2024	5,000,000	5,222,460	5,035,209	4.625	4.452	1,673	4/30/2029	96,145
Sub Total / Average Treasury				28,000,000	27,428,903	27,183,843	2.618	3.651	1,339		117,650
Total / Average				\$249,416,548	\$244,032,834	\$247,295,108	2.670	2.958	590		\$873,926

(1) FDIC- Insured brokered CDs are not included in Credit Rating provided custodian bank



TITLE: Replace Trustee/Custodian and Plan Administrator for the Dublin San Ramon Services District Deferred Compensation 457(b) Plan and Rescind Resolution No. 10-17

RECOMMENDATION:

Staff recommends the Board of Directors approve, by Resolution, replacement of the appointed Trustee/Custodian and Plan Administrator for the Dublin San Ramon Services District Deferred Compensation 457(b) Plan and rescind Resolution No. 10-17.

DISCUSSION:

As a government agency, the District sponsors a deferred compensation 457(b) plan ("Plan") for eligible employees and Boardmembers. While the District's Plan is not subject to the requirements under the Employee Retirement Income Security Act of 1974 (ERISA) to have a named trustee, it is an industry best practice for non-ERISA plans to follow ERISA guidelines. As such, on March 21, 2017, the Board approved Resolution No. 10-17 and appointed a new Trustee/Custodian for the Plan and a Plan Administrative Committee, designated as the Plan Administrator. Under Resolution No. 10-17, the Administrative Services Director, as the designated District Treasurer, was named as the Trustee/Custodian, and the District's Administrative Services Director/Treasurer, Human Resources & Risk Manager, Financial Analyst, and Human Resources Analyst II were designated as members of the Plan Administrative Committee.

In 2017, the Administrative Services Director/Treasurer, as the Plan's Trustee/Custodian, executed an agreement with an independent investment advisor, NFP Retirement, Inc. (NFP), to serve as the District's investment manager to the Plan. As the Plan's investment manager, NFP assumed the responsibilities for selecting and monitoring the investment choices available to participants in the Plan, including evaluating investment alternatives and fees and costs for providing a best-in-class investment environment while keeping fees at a fair and reasonable level. Since NFP is the Plan's designated investment manager, the designated District Treasurer no longer needs to be the Plan's Trustee/Custodian.

With the District's recent organizational structure change and creation of a Finance Department, overseen by the Finance Director, staff recommends the Board approve a change in the Plan's Administrative Committee and Trustee/Custodian designations from the Administrative Services Director to the Finance Director, who has responsibility for overseeing the District's financial service functions, and appoint the Finance Director as a member of the Plan Administrative Committee to assist with providing general guidance and administration for the Plan.

Originating Department: Administrative Services	Contact: S. Koehler/M. Gallardo	Legal Review: Not Required
Financial Review: Not Required	Cost and Funding Source: N/A	
Attachments: <input type="checkbox"/> None <input checked="" type="checkbox"/> Resolution <input type="checkbox"/> Ordinance <input type="checkbox"/> Task Order <input type="checkbox"/> Proclamation <input type="checkbox"/> Other (see list on right)		

RESOLUTION NO. _____

RESOLUTION OF THE BOARD OF DIRECTORS OF DUBLIN SAN RAMON SERVICES DISTRICT REPLACING THE APPOINTED TRUSTEE/CUSTODIAN AND PLAN ADMINISTRATOR FOR THE DUBLIN SAN RAMON SERVICES DISTRICT DEFERRED COMPENSATION 457(B) PLAN AND RESCINDING RESOLUTION NO. 10-17

WHEREAS, the Dublin San Ramon Services District (“District”) has employees and Boardmembers currently participating in an IRC 457(b) deferred compensation retirement savings plan (“Plan”); and

WHEREAS, on March 21, 2017, by Resolution No. 10-17, the Board of Directors appointed a new Trustee/Custodian and new Plan Administrator for the Plan; and

WHEREAS, Resolution No. 10-17 appointed the Administrative Services Director/Treasurer as the new “Trustee/Custodian” and authorized them to take any and all actions, and to execute any documents, on behalf of the District deemed reasonable and necessary to carry out administration of the Plan; and

WHEREAS, Resolution No. 10-17 appointed the Administrative Services Director/Treasurer, Human Resources & Risk Manager, Financial Analyst, and Human Resources Analyst II as the Administrative Committee of the Plan to fulfill the role of “Plan Administrator” to operate and administer the Plan and the select any appropriate advisers, consultants, recordkeepers, and investment providers as the committee deems necessary and appropriate to the proper administration of the Plan in the best interests of Plan participants; and

WHEREAS, the Administrative Services Director as the District Treasurer, held responsibility for selecting and monitoring the Plan’s investment options and performance; and

WHEREAS, the Trustee/Custodian and the Plan Administrative Committee selected an independent investment advisor in May 2017, to assume responsibility for selecting and monitoring the Plan’s investment options and performance; and

WHEREAS, with the selection of the independent investment advisor for the Plan, the District Treasurer does not need to be designated as the Trustee/Custodian of the Plan; and

WHEREAS, the District’s organizational structure has changed and the Administrative Services Director no longer oversees the District’s finances; and

WHEREAS, staff recommends the Finance Director, who has responsibility for financial services functions, replace the Administrative Services Director as the Trustee/Custodian for the Plan; and

WHEREAS, staff recommends the Finance Director replace the Administrative Services Director on the Plan’s Administrative Committee to provide general guidance and administration for the Plan.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF DUBLIN SAN RAMON SERVICES DISTRICT, a public agency located in the Counties of Alameda and Contra Costa, California, as follows:

1. The Finance Director is appointed as the “Trustee/Custodian” of the Plan and is authorized to take any and all actions, and to execute any documents, on behalf of the District deemed reasonable and necessary to carry out administration of the Plan; and

2. The Finance Director, Human Resources & Risk Manager, Financial Analyst, and Human Resources Analyst II are appointed as the Administrative Committee of the Plan to fulfill the role of “Plan Administrator” to operate and administer the Plan and the select any appropriate advisers, consultants, recordkeepers, and investment providers as the committee deems necessary and appropriate to the proper administration of the Plan in the best interests of Plan participants; and

3. Resolution No. 10-17, attached as Exhibit “A” is hereby rescinded.

ADOPTED by the Board of Directors of Dublin San Ramon Services District, a public agency in the State of California, Counties of Alameda and Contra Costa, at its regular meeting held on the 5th day of November, 2024, and passed by the following vote:

AYES:

NOES:

ABSENT:

Ann Marie Johnson, President

ATTEST: _____
Nicole Genzale, District Secretary

RESOLUTION NO. 10-17

RESOLUTION OF THE BOARD OF DIRECTORS OF DUBLIN SAN RAMON SERVICES DISTRICT TO APPOINT NEW TRUSTEE/CUSTODIAN AND NEW PLAN ADMINISTRATOR FOR THE DUBLIN SAN RAMON SERVICES DISTRICT DEFINED CONTRIBUTION 457(B) PLAN AND RESCIND RESOLUTION NO. 17-15

WHEREAS, Dublin San Ramon Services District (hereinafter "District") has employees and board members currently participating in an IRC 457(b) defined contribution retirement savings plan (hereinafter "Plan") administered by Nationwide Retirement Solutions (hereinafter "NRS"), in accordance with the restated and amended Plan document adopted by Resolution No. 48-01 of the Board of Directors on December 18, 2001; and

WHEREAS, outside benefits counsel and District staff have recommended the appointment of a new Trustee/Custodian for the Plan and the creation of a plan administrative committee to serve as Plan Administrator in order to clarify who is responsible for various legal duties and responsibilities with respect to the operation and administration of the Plan.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF DUBLIN SAN RAMON SERVICES DISTRICT, a public agency located in the counties of Alameda and Contra Costa, California, as follows:

1. The Administrative Services Manager/Treasurer, Carol Atwood, is appointed as the "Trustee/Custodian" of the Plan.
2. The Administrative Services Manager/Treasurer, Human Resources and Risk Supervisor, Financial Analyst, and, Human Resources Analyst II are appointed as the Administrative Committee of the Plan to fulfill the role of "Plan Administrator" to operate and administer the Plan and to select any appropriate advisers, consultants, recordkeepers, and investment providers as the committee deems necessary and appropriate to the proper administration of the Plan in the best interests of Plan participants.
3. The Administrative Services Manager/Treasurer, Carol Atwood, in her capacity as Trustee/Custodian, is hereby authorized to take any and all further actions, and to execute any

Res. No. 10-17

documents, on behalf of the District that she deems reasonable and necessary to carry out the purposes of these resolutions, including but not limited to the retention of new service providers to the Plan as selected by the Administrative Committee, in its capacity as Plan Administrator.

4. That Resolution No. 17-15 is hereby rescinded, and attached as Exhibit "A."

ADOPTED by the Board of Directors of Dublin San Ramon Services District, a public agency located in the counties of Alameda and Contra Costa, California, at its regular meeting held on the 21st day of March 2017, and passed by the following vote:

AYES: 5 - Directors Edward R. Duarte, Georgean M. Vonheeder-Leopold,
Madelyne A. Misheloff, D.L. (Pat) Howard, Richard M. Halket

NOES: 0

ABSENT: 0



Richard M. Halket, President

ATTEST: 
Nicole Genzale, District Secretary



TITLE: Approve an Amendment to California Public Employees' Retirement System (CalPERS) Contract

RECOMMENDATION:

Staff recommends the Board of Director approve, by Resolution, an amendment to the retirement contract between the Dublin San Ramon Services District and the California Public Employees' Retirement System.

DISCUSSION:

On October 15, 2024, the Board of Directors approved Resolution No. 44-24 (Attachment 1), the first of a two-step process required to amend the District's retirement contract with the California Public Employees' Retirement System (CalPERS) to remove the 2% employee cost share for local miscellaneous members ("Classic Members"). The elimination of the 2% cost share is in accordance with and required by the District's current labor contracts. Resolution No. 44-24 and certifying documents were provided to CalPERS on October 22, 2024.

Following the Board's approval of the proposed resolution, staff will file the resolution and related required documents with CalPERS before December 23, 2024. Following its review and approval, CalPERS will provide the District with a fully executed and updated contract. The change will be effective on December 23, 2024, which is the first day of the pay period including January 1, 2025, as specified in the current labor contracts.

Originating Department: Administrative Services	Contact: S. Koehler/M. Gallardo	Legal Review: Yes
Financial Review: Not Required	Cost and Funding Source: N/A	
Attachments: <input type="checkbox"/> None <input checked="" type="checkbox"/> Resolution <input type="checkbox"/> Ordinance <input type="checkbox"/> Task Order <input type="checkbox"/> Proclamation <input checked="" type="checkbox"/> Other (see list on right)	Attachment 1 – Resolution No. 44-24	

RESOLUTION NO. 44-24

RESOLUTION OF THE BOARD OF DIRECTORS OF DUBLIN SAN RAMON SERVICES DISTRICT ADOPTING A RESOLUTION OF INTENTION TO APPROVE AN AMENDMENT TO THE RETIREMENT CONTRACT BETWEEN DUBLIN SAN RAMON SERVICES DISTRICT AND THE CALIFORNIA PUBLIC EMPLOYEES' RETIREMENT SYSTEM

WHEREAS, by Resolution No. 77-04 adopted on November 16, 2004, the Board of Directors approved an amendment to the retirement contract between the Dublin San Ramon Services District ("District") California Public Employees' Retirement System ("CalPERS") to provide the enhanced 2.7% at 55 retirement benefit formula for District employees; and

WHEREAS, under the California Government Code Section 20516, an agency and its employees may agree in writing, to share the costs of employer retirement contributions to CalPERS; and

WHEREAS, by Resolution No. 78-04 adopted on November 16, 2004, the Board approved a Memorandum of Understanding between the District and the Mid-Management Employees' Bargaining Unit, which specifies Government Code Section 20516 cost sharing for mid-management employees; and

WHEREAS, by Resolution No. 79-04 adopted on November 16, 2004, the Board approved a Memorandum of Understanding between the District and the Professional Employees' Bargaining Unit, which specifies Government Code Section 20516 cost sharing for professional employees; and

WHEREAS, by Resolution No. 80-04 adopted on November 16, 2004, the Board approved a Memorandum of Understanding between the District and the Stationary Engineers, Local 39, which specifies Government Code Section 20516 cost sharing for Local 39 employees; and

WHEREAS, by Resolution No. 45-07 adopted September 18, 2007, the Board approved a Memorandum of Understanding between the District and the Confidential Employees' Bargaining Unit, which specifies Government Code Section 20516 cost sharing for confidential employees; and

WHEREAS, the Board henceforth has approved Salary & Benefits Resolutions for Senior Management employees, which specify Government Code Section 20516 cost sharing for Senior Managers; and

WHEREAS, by Resolution No. 45-23 adopted on November 7, 2023, the Board approved the Personal Services Agreement between the District and the General Manager, which specifies Government Section 20516 cost sharing for the General Manager; and

WHEREAS, per the terms of the Board-approved Government Code Section 20516 cost share agreements, District employees would pay two percent of the employer retirement contribution to

CalPERS for the enhanced 2.7% at 55 retirement benefit formula for a period of twenty years until the pay period including January 1, 2025; and

WHEREAS, the twenty-year Government Code Section 20516 cost share agreements will end effective December 23, 2024, as the first day of the pay period including January 1, 2025, and;

WHEREAS, to remove the Government Code Section 20516 cost share, the Board is required to approve an amendment to the District's retirement contract with CalPERS; and

WHEREAS, approval of a Resolution of Intention to Approve an Amendment to Contract is the first step in the contract amendment process with CalPERS; and

WHEREAS, under Government Code Section 7507, the Board is required to publicly announce the intended change to the retirement contract in open session during a regularly scheduled Board meeting.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF DUBLIN SAN RAMON SERVICES DISTRICT, a public agency located in the Counties of Alameda and Contra Costa, California, that:

1. The Board of Directors authorizes the Board President, Ann Marie Johnson, to sign the Resolution of Intention to Approve an Amendment to Contract between the Board of Administration for the California Public Employees' Retirement System and the Board of Directors for Dublin San Ramon Services District, herein attached as Exhibit "A," indicating the Board's intention to amend the retirement contract as shown in the draft retirement contract amendment, herein attached as Exhibit "B."


2. The Board of Directors authorizes the District Secretary, Nicole Genzale, to certify the District has complied with the requirements for publicly announcing the intended change to the retirement contract in accordance with Government Code Section 7507, during open session of this regularly scheduled meeting on October 15, 2024.

ADOPTED by the Board of Directors of Dublin San Ramon Services District, a public agency in the State of California, Counties of Alameda and Contra Costa, at its regular meeting held on the 15th day of October, 2024, and passed by the following vote:

AYES: 5 – Directors Arun Goel, Richard M. Halket, Georgean M. Vonheeder-Leopold,
Dinesh Govindarao, Ann Marie Johnson

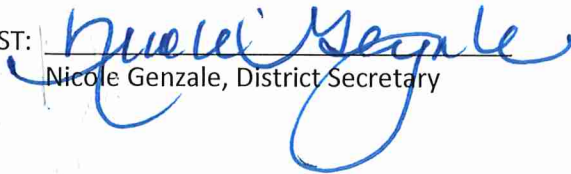
NOES: 0

ABSENT: 0



Ann Marie Johnson, President

ATTEST:



Nicole Genzale, District Secretary

RESOLUTION NO. _____

RESOLUTION OF THE BOARD OF DIRECTORS OF DUBLIN SAN RAMON SERVICES DISTRICT APPROVING AN AMENDMENT TO THE RETIREMENT CONTRACT BETWEEN DUBLIN SAN RAMON SERVICES DISTRICT AND THE CALIFORNIA PUBLIC EMPLOYEES' RETIREMENT SYSTEM

WHEREAS, by Resolution No. 77-04 adopted on November 16, 2004, the Board of Directors approved an amendment to the retirement contract between the Dublin San Ramon Services District ("District") California Public Employees' Retirement System ("CalPERS") to provide the enhanced 2.7% at 55 retirement benefit formula for District employees; and

WHEREAS, under the California Government Code Section 20516, an agency and its employees may agree in writing, to share the costs of employer retirement contributions to CalPERS; and

WHEREAS, by Resolution No. 78-04 adopted on November 16, 2004, the Board approved a Memorandum of Understanding between the District and the Mid-Management Employees' Bargaining Unit, which specifies Government Code Section 20516 cost sharing for mid-management employees; and

WHEREAS, by Resolution No. 79-04 adopted on November 16, 2004, the Board approved a Memorandum of Understanding between the District and the Professional Employees' Bargaining Unit, which specifies Government Code Section 20516 cost sharing for professional employees; and

WHEREAS, by Resolution No. 80-04 adopted on November 16, 2004, the Board approved a Memorandum of Understanding between the District and the Stationary Engineers, Local 39, which specifies Government Code Section 20516 cost sharing for Local 39 employees; and

WHEREAS, by Resolution No. 45-07 adopted September 18, 2007, the Board approved a Memorandum of Understanding between the District and the Confidential Employees' Bargaining Unit, which specifies Government Code Section 20516 cost sharing for confidential employees; and

WHEREAS, the Board henceforth has approved Salary & Benefits Resolutions for Senior Management employees, which specify Government Code Section 20516 cost sharing for Senior Managers; and

WHEREAS, by Resolution No. 45-23 adopted on November 7, 2023, the Board approved the Personal Services Agreement between the District and the General Manager, which specifies Government Section 20516 cost sharing for the General Manager; and

WHEREAS, per the terms of the Board-approved Government Code Section 20516 Memoranda of Understanding, District employees would pay two percent (2.0%) of the employer's retirement

Res. No. _____

contribution to CalPERS for the enhanced 2.7% at 55 retirement benefit formula for a period of twenty (20) years until the pay period including January 1, 2025; and

WHEREAS, the Government Code Section 20516 Memoranda of Understanding will end effective December 23, 2024, as this is the first day of the pay period which includes January 1, 2025; and

WHEREAS, to remove the Government Code Section 20516 cost share in accordance with the Memoranda of Understanding, the Board is required to approve an amendment to the District's retirement contract with CalPERS; and

WHEREAS, by Resolution No. 44-24 adopted on October 15, 2024, the Board of Directors adopted a Resolution of Intention to approve an amendment to the District's retirement contract with CalPERS as the first step in the contract amendment process; and

WHEREAS, the approval of the final Resolution to Approve an Amendment to Contract is the final step in the contract amendment process with CalPERS.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF DUBLIN SAN RAMON SERVICES DISTRICT, a public agency located in the Counties of Alameda and Contra Costa, California, that:

1. The Board of Directors authorizes the Board President, Ann Marie Johnson, to sign the Resolution to Approve an Amendment to Contract between the Board of Administration for the California Public Employees' Retirement System and the Board of Directors for Dublin San Ramon Services District, herein attached as Exhibit "A," indicating the Board's approval to amend the retirement contract as shown in the final retirement contract amendment, herein attached as Exhibit "B."

2. The Board of Directors authorizes the Board President, Ann Marie Johnson, to sign the retirement contract between the Board of Administration for the California Public Employees' Retirement System and the Board of Directors for Dublin San Ramon Services District, herein attached as Exhibit "B."

Res. No. _____

ADOPTED by the Board of Directors of Dublin San Ramon Services District, a public agency in the State of California, Counties of Alameda and Contra Costa, at its regular meeting held on the 5th day of November, 2024, and passed by the following vote:

AYES:

NOES:

ABSENT:

Ann Marie Johnson, President

ATTEST: _____
Nicole Genzale, District Secretary

Exhibits A and B will be provided at the Board meeting and posted on the District website as supplemental materials.



TITLE: Approve Amendment to the Capital Improvement Program Ten-Year Plan and Two-Year Budget to Increase the East Ranch Water Main – Central Parkway to Savanna Court Project (CIP 24-W022) Budget and Authorize Execution of an Areawide Facility Agreement for Construction of Water Infrastructure Facilities between Arroyo Cap IV-3, LLC, TH East Ranch Dublin LLC, and Dublin San Ramon Services District

RECOMMENDATION:

Staff recommends the Board of Directors take the following actions:

1. Approve, by Resolution, an amendment to the Capital Improvement Program (CIP) Ten-Year Plan for Fiscal Years 2024 through 2033 and Two-Year Budget for Fiscal Years 2024 and 2025 to increase the East Ranch Water Main – Central Parkway to Savanna Court Project (CIP 24-W022) budget by \$628,700, from \$500,000 to \$1,128,700.
2. Authorize, by Motion, the General Manager to execute the Areawide Facility Agreement for Construction of Water Infrastructure Facilities between Arroyo Cap IV-3, LLC, TH East Ranch Dublin LLC, and DSRSD.

DISCUSSION:

The 2016 Water Master Plan Update determined that an additional water storage facility is required to serve Pressure Zone 20, located in east Dublin. The Capital Improvement Program Two-Year Budget includes the Reservoir 20B Project (CIP 14-W008) and East Ranch Water Main – Central Parkway to Savanna Court Project (CIP 24-W022). DSRSD worked with TH East Ranch Dublin LLC (“Developer”), the developer for Francis Ranch, to identify a location for Reservoir 20B within the development. It will be located at the northeastern side of Francis Ranch in future open space. To support the reservoir, a new 14-inch diameter water main is required. The total pipeline length to connect the reservoir to the existing water distribution system is approximately 5,800 feet.

Per the District Code, “major infrastructure” generally means facilities that provide large areas with water or wastewater service. Examples of major infrastructure are pump stations, storage reservoirs, and pipelines that connect reservoirs to pump stations. Major infrastructure is funded by developer-paid capacity reserve fees and is typically designed and constructed by DSRSD. The District Code provides for the District to enter into an agreement with a developer to construct major infrastructure on the DSRSD’s behalf.

The Developer is currently constructing infrastructure in east Dublin for the Francis Ranch Development. The Developer retained consulting firms to cover planning, design, and construction services for the master planned community. To streamline construction of the East Ranch Water Main – Central Parkway to Savanna Court Project, staff requested that the Developer design and construct the pipeline. Since the pipeline connects Reservoir 20B to the existing water distribution system, it qualifies as major infrastructure.

Staff worked with legal counsel and the Developer to prepare an Areawide Facility Agreement for Construction of Water Infrastructure Facilities (“Agreement”) that is consistent with previous major infrastructure reimbursement agreements. The terms of the Agreement (Attachment 1) require the Developer to design and construct the pipelines in accordance with all DSRSD standards. Upon completion of the work, the Developer is required to request reimbursement in writing and to provide documentation of the construction costs. DSRSD will reimburse the Developer within 60 days after DSRSD has reviewed and approved all construction costs associated with the pipeline. The amount to be reimbursed is based on the Developer’s engineers estimate of \$1,038,700. This cost includes planning, design, construction management, and construction. Per the Agreement, the total amount to be reimbursed will be the actual construction costs, in a not-to-exceed amount of \$1,038,700.

Originating Department: Engineering and Technical Services	Contact: J. Yee/S. Delight	Legal Review: Yes
Financial Review: Not Required	Cost and Funding Source: \$628,700 from Water Expansion (Fund 620)	
Attachments: <input type="checkbox"/> None <input checked="" type="checkbox"/> Resolution <input type="checkbox"/> Ordinance <input type="checkbox"/> Task Order <input type="checkbox"/> Proclamation <input checked="" type="checkbox"/> Other (see list on right)	Attachment 1 – Areawide Facility Agreement for Construction of Water Infrastructure Facilities	

The current approved East Ranch Water Main – Central Parkway to Savanna Court Project (CIP 24-W022) is budgeted at \$500,000 and was based on a previous cost estimate. The current estimated construction cost of \$1,038,700 has been provided by the Developer as part of the Agreement. This cost is approximately \$180 per foot, which is a very good price for pipeline installation.

In order to reimburse the Developer, staff recommends a budget increase of \$628,700, which will increase the budget from \$500,000 to \$1,128,700. The recommended budget increase will cover all costs for work performed by the Developer and estimated staff time to review and administer the reimbursement. The East Ranch Water Main – Central Parkway to Savanna Court Project is 100 percent funded by Water Expansion (Fund 620), which is funded by developer-paid capacity reserve fees. There are adequate funds available in Fund 620, and no adjustment is recommended for the fund budget.

**AREAWIDE FACILITY AGREEMENT
FOR CONSTRUCTION OF
WATER INFRASTRUCTURE FACILITIES
(Francis Ranch Development, City of Dublin)**

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**AREAWIDE FACILITY AGREEMENT
FOR CONSTRUCTION OF
WATER INFRASTRUCTURE FACILITIES
(Francis Ranch Development, City of Dublin)**

THIS AREAWIDE FACILITY AGREEMENT (“Agreement”) is entered into as of _____, 2024, by and between ARROYO CAP IV-3, LLC, a Delaware limited liability company (“Owner”), TH EAST RANCH DUBLIN LLC, a California limited liability company (“Developer”) and DUBLIN SAN RAMON SERVICES DISTRICT, a public agency in the Counties of Alameda and Contra Costa, California (“District”) (collectively, the “Parties”).

WITNESSETH

WHEREAS, Owner is the owner of that certain real property, located in the City of Dublin, County of Alameda, California, commonly known as Francis Ranch (Croak Property) (“Property”) located in the City of Dublin, County of Alameda, California, as more specifically described in Exhibit “A,” attached hereto and incorporated by this reference; and

WHEREAS, Owner has contracted with Developer to develop the Property on its behalf, and Owner and Developer desire that Developer provide the security and insurance required by this Agreement; and

WHEREAS, the District, among other services, provides wastewater services within its wastewater service area, purchases potable water from Zone 7 and distributes potable water within its water services area; and

WHEREAS, the Property is located within District’s potable water, and wastewater service area; and

WHEREAS, the Developer has undertaken development of the Property and, in order to facilitate said development, has requested that District provide potable water and wastewater services to the property; and

WHEREAS, the Developer is responsible for connecting to the District's existing potable water and sanitary sewer systems and extending the facilities to the Property to obtain District services; and

WHEREAS, the District has determined under the *March 2016 Water System Master Plan* that a new reservoir ("Reservoir 20B"), is required as part of the network of potable water system that is planned to provide water service reliability for Pressure Zone 20 at the 2035 demand condition ultimate water system buildout, and

WHEREAS, a portion of the Property and the surrounding area relies on Pressure Zone 20; and

WHEREAS, the District has determined, through its Capital Improvement program, that the water infrastructure required for the future Reservoir 20B to be located at the northeastern side of the Project, requires the following: upsizing of (a) the proposed approximately 2705 linear feet of 12-inch diameter water main within Croak Road (the "Backbone Potable Water Pipeline Improvements"), and other related appurtenances as shown on the Phase 1 BB and Phase 2 BB Improvement Plans and (b) that certain water main, and related appurtenances within Neighborhood 1 as more particularly described or depicted in the final N1 Plans as mutually approved by the District and Developer ("N1 Potable Water Pipeline Improvements"). Furthermore, the District has determined the funds are available under the *East Ranch Water Main Central Parkway to Savannah Court Project 24-W022*; and

WHEREAS, the District has determined that "Major Infrastructure", pursuant to the District Code section 2.4.010, to include, but not be limited to, primary interconnecting pipeline loops between facilities and all pipelines with a diameter equal to or greater than 24-inches and necessary to serve the District's potable water area; and

WHEREAS, the hereinafter defined Potable Water Pipeline Improvements will constitute Major Infrastructure; and

WHEREAS, District has determined that the Potable Water Pipeline Improvements are required to provide potable water service to the Property; and

WHEREAS, in order to facilitate the District's future Reservoir 20B potable water services, the District desires that Developer design, construct, and convey to District for its operation and maintenance the Potable Water Pipeline Improvements within the Property, to serve the Property and the future Reservoir 20B site, subject to the terms and conditions hereof; and

WHEREAS, the Parties recognize that the planned construction of the Potable Water Pipeline Improvements for Reservoir 20B pursuant to this agreement would limit the District's liability, control costs, and minimize construction conflicts should these improvements be constructed after Developer completes its project; and

WHEREAS, the District wishes to implement mutually agreeable Potable Water Pipeline Improvements that would provide potable water service reliability and minimize impacts to current and future customers within Pressure Zone 20; and,

WHEREAS, the City of Dublin, California, prepared and certified a Final Environmental Impact Report for the Eastern Dublin Specific Plan and General Plan Amendment pursuant to the California Environmental Quality Act (Pub. Res. Code § 21000 et seq.; "CEQA") (1993), the East Dublin Properties Stage 1 Development Plan and Annexation Supplemental EIR (2002), the Fallon Village Supplemental EIR (2005), and the CEQA Analysis in Support of Specific Plan Exemption (2021) (collectively, the "EIRs"); and

WHEREAS, pursuant to CEQA, District has reviewed the EIRs and has determined that the EIRs adequately consider the environmental impacts of construction of the improvements described herein and that there is no need to prepare a subsequent EIR or a supplement to any of the EIRs with regard to the Potable Water Pipeline Improvements; and

WHEREAS, the Parties desire to enter into an Areawide Facility Agreement to provide a means by which Developer may be compensated for a portion of the cost of the Potable Water Pipeline Improvements, subject to the terms and conditions herein.

NOW, THEREFORE, THE PARTIES HERETO AGREE AS FOLLOWS:

1. **INCORPORATION OF RECITALS.** The above Recitals are true and correct and

are a part hereof.

2. **DEFINITIONS.** Unless otherwise defined herein or in the above recitals, all words, terms and phrases commencing with capital letters used in this Agreement shall have the meaning ascribed to them as follows:

a) **Developer** – as used herein, is the person that actually constructs, is constructing, or causes or is causing its contractor to construct the Potable Water Pipeline Improvements.

b) **CEQA** – collectively, the California Environmental Quality Act (Pub. Res. Code (21000 et seq.), the State CEQA Guidelines (14 Cal. Code. of Regs. (15000 et seq.), and District’s regulations implementing CEQA (Resolution No. 33-89) as said Act, regulations and resolution exist on the date hereof and shall from time to time be amended, revised, or superseded.

c) **Final Completion** – Final Completion shall mean that the Substantial Completion has been achieved and that the entirety of the work is complete, as follows: construction of the Potable Water Pipeline Improvements, curb, gutter, sidewalk, asphalt base and paving is installed in accordance with the Approved Plans, and all water valve cans are raised. With the approval of the District, through the District Engineer, discrete portions of the work may be determined to have reached Final Completion consistent with this Agreement.

d) **Major Infrastructure** – District Code section 2.4.010 regarding the planning, design, and construction of major infrastructure for utility services.

e) **Approved Plans** – those certain identified portions of plans for the construction of the Potable Water Pipeline Improvements and appurtenances thereto consisting of plans titled as follows: *Improvement Plans for Francis Ranch Tract 8563 Phase 1 Backbone Croak Road and Central Parkway* (“Phase 1 BB”), and *Improvement Plans for Francis Ranch Tract 8563 Phase 2 Backbone* (“Phase 2 BB”) and *Improvement Plans for Francis Ranch Tract 8645 Neighborhood 1* (“N1 Plans”) prepared by MacKay & Soms and to be approved by Developer and the District Engineer, a copy of which Approved Plans shall be on file at the District’s Administrative Office.

f) **Potable Water Pipeline Improvements** – means the Backbone Potable Water Pipeline Improvements and the N1 Potable Water Pipeline Improvements, as set forth on the Approved Plans.

g) **Reimbursable Costs** – the sum of Direct Costs [as hereinafter defined and limited] incurred by Developer for the construction of the identified portions of Potable Water Pipeline Improvements and as verified by District under the terms of this Agreement. “**Direct Costs**” shall mean only those costs actually paid by Developer directly to its general contractor, contractors, or design consultants, for construction of the Potable Water Pipeline Improvements, including but not limited to, (i) payments for labor and equipment to the extent employed directly on the construction of the Potable Water Pipeline Improvements, material incorporated into the Potable Water Pipeline Improvements, (ii) such change orders as may be approved by the District for reimbursement and all existing change orders in effect as of the date of this Agreement, (iii) preparation of improvement plans, (iv) construction management services and (v) surveying and field consulting. Except as expressly set forth in the preceding sentence, Developer shall not charge for, nor shall reimbursement be provided for, Developer’s overhead. Reimbursable Costs, inclusive of Direct Costs as described herein, shall exclude all work or improvements which are determined by District in its reasonable discretion to be subject to Developer dedication under District policy, which work shall be, to the extent reasonably possible, identified as non-reimbursable in the Approved Plans. Reimbursable Costs, inclusive of Direct Costs as described herein, shall not exceed the estimated amount indicated in Exhibit D, excepting increases pursuant to District approved change orders, without further written approval of District, including Board authorization as may be required, such authorization not to be unreasonably withheld or delayed; provided, however, the parties acknowledge and agree that the amount set forth in Exhibit D is subject to change and that the maximum permitted Reimbursable Costs as defined in this Agreement shall increase in accordance with any approved change order or as otherwise approved pursuant to this Section 2(g). All references to “Exhibit D” herein shall mean Exhibit D as amended by any modifications to the proposal attached hereto as Exhibit D as mutually agreed to by the parties.

h) **Reservoir 20B** – means a future 1.3 million gallon potable water reservoir to support the water demands in Eastern Dublin on a site described in the Approved Plans which will be dedicated by Developer for public use pursuant to a separate written agreement by and between Owner and DSRSD.

i) **Substantial Completion** – means that, the Potable Water Pipeline Improvements are sufficiently completed, in accordance with the Plans, to be continually occupied or placed into continued use and operations by District as intended, including, but not limited to, final paving and other surface work occurring over the subsurface facilities, including the final implementation of curbs, gutters, and sidewalks. In no event shall the removal of storage containers and trailers,

removal of construction signage, removal of construction fencing, removal of construction safety items, or final clean-up be required for Substantial Completion. Following notification in writing to the District, District will make inspection and determine, in its reasonable discretion, if Substantial Completion has been achieved. With the approval of the District, through the District Engineer, discrete portions of the work may be determined to be substantially complete consistent with this Agreement.

3. **PURPOSE.** The purpose of this agreement is to: (i) provide for the construction by Developer of the upsized portion of the Backbone Potable Water Pipeline Improvements and N1 Potable Water Pipeline Improvements to serve the Property and future Reservoir 20B in accordance herewith and, upon completion thereof, conveyance of acceptable title thereto to District; and (ii) provide the means for compensating Developer for the construction of the upsized portion of and dedicated service of Potable Water Pipeline Improvements. The Parties hereby acknowledge and agree that Owner shall have no obligations under this Agreement with respect to constructing the Potable Water Pipeline Improvements to serve the Property, and all such obligations of the Owner arising under this Agreement shall be the sole obligation and responsibility of Developer.

4. **POTABLE WATER PIPELINE IMPROVEMENTS.** For the consideration and subject to the terms and conditions herein contained, Developer hereby agrees to design and construct the Potable Water Pipeline Improvements in full compliance with the requirements of the District Code, and the District Standard Procedures, Specifications and Drawings, and Plans as approved or as amended by the District Engineer from time to time, and such other pertinent requirements specified by the District, and, thereafter, to convey acceptable title, including perpetual right to operate, maintain, repair, and replace the Potable Water Pipeline Improvements to District free and clear of monetary claims or encumbrances.

5. **CONSTRUCTION REQUIREMENTS.**

a. **Construction.** The Parties acknowledge that Developer shall prepare and submit to District plans for construction of the Potable Water Pipeline Improvements, which the District Engineer has approved (the Plans, as defined herein). DSRSD shall be responsible for the costs and fees associated with the Potable Water Pipeline Improvements and Developer's cost to analyze flow and pressure on the Potable Water Pipeline Improvements. Developer's duty to indemnify, defend, and hold harmless District, as provided in Section 14 of this Agreement, shall include any alleged failure to comply with any provisions in the Public Contract Code, or Labor Code applicable to the Project, including payment of applicable prevailing wages, compliance with apprenticeship

requirements, and contractor registration requirements of the Department of Industrial Relations as required by Section 1777.5 of the California Labor Code.

b. Scheduled Completion Date.

(i) Scheduled Completion Dates. Developer hereby agrees that (a) construction of the portion of the Potable Water Pipeline Improvements within Phase 1 BB and Phase 2 BB shall reach Substantial Completion and (b) construction of the remaining portion of the Potable Water Line Improvements within N1 Plans shall reach Final Completion no later than five (5) years from the date the Phase 1 BB and Phase 2 BB permits have been issued to Developer (collectively the “Scheduled Completion Dates”). Developer acknowledges that, because the Potable Water Pipeline Improvements constitute Major Infrastructure, timely completion thereof is necessary in order to meet anticipated service needs of District’s potable water customers including, but not limited to those customers who shall occupy the Property. Developer, therefore, acknowledges and agrees that time is of the essence in the performance of this Agreement and that failure to complete the respective Scheduled Completion Dates, or as these dates may be modified by extensions of time granted by the District in its sole and reasonable discretion, may substantially impair District’s ability to satisfy such needs. Developer hereby confirms that the foregoing Scheduled Completion Dates are each reasonable and agrees that failure to complete construction of the respective portions of the Potable Water Pipeline Improvements by the applicable Scheduled Completion Date will entitle District to invoke, without notice or any other limitation, the security provisions hereinafter provided in Section 6. Developer shall notify the District of any anticipated delays in construction of the Potable Water Pipeline Improvements, and the District may, in its sole and reasonable discretion consider a modification to extend the applicable Scheduled Completion Dates to accommodate such anticipated delays.

6. SECURITY. Developer shall, upon execution hereof, furnish to District and file with District’s Secretary a bond or instrument of credit of the kind described in Section 66499, et seq., of the Government Code, or, in the sole discretion of the District, a letter of credit in a form approved by District’s legal counsel, securing (i) the faithful performance of all work for the construction of the Potable Water Pipeline Improvements within the applicable times specified in Paragraph 5(b)(i) of the Agreement; and (ii) the payment by Developer of all bills for labor (including per diem charges, fringe benefits, and all other items that comprise prevailing wages according to California law) and materials incurred in the construction of the Potable Water Pipeline Improvements and the performance of all other work herein agreed to be done by Developer. The total amount of said security covering (i) and (ii) shall be equal to one hundred (100) percent of the estimated Direct Costs (defined in Paragraph 2.f and as indicated in Exhibit D) of the Potable Water

Pipeline Improvements, as determined by the Developer’s estimate (as provided in Exhibit D) or in the amount submitted by the successful bidder. Said security shall include, in addition to the principal amounts described in the preceding sentence, a guarantee of the payment of costs and reasonable expenses and fees, including reasonable attorneys’ fees, incurred by District in the event of successful enforcement of such security.

7. **INSURANCE.** Developer shall, prior to commencement of construction of the Potable Water Pipeline Improvements, obtain and maintain in full force and effect, or arrange for Developer’s contractor(s), and subcontractor(s), to obtain and maintain in full force and effect, during the period of construction and for five (5) years after acceptance by District of the Potable Water Pipeline Improvements, or any component thereof covered by a discrete contract, at Developer’s or Developer’s contractor’s or subcontractor’s own expense and risk, Workers’ Compensation, employer’s liability, comprehensive general liability, owned and non-owned and hired automobile liability insurance coverage relating to the construction to be performed hereunder covering District’s risks in form subject to approval of District’s counsel. The minimum amounts of coverage corresponding to the aforesaid categories of insurance per insurable event, shall be as follows:

<u>Insurance Category</u>	<u>Minimum Limits</u>
Workers’ Compensation	Statutory minimum
Employer’s Liability	\$1,000,000 per accident for bodily injury or disease
Commercial General Liability (incl. Contractor’s Operations)	\$5,000,000 per occurrence aggregate for products and completed operations, property damage, bodily injury, personal and advertising injury; if a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be \$10,000,000
Automobile Liability	\$5,000,000 per accident for bodily injury and property damage (coverage required to the extent applicable to Developer’s vehicle usage in performing services hereunder)
Builder’s Risk Insurance (Course of Construction)	Utilizing an “All Risk” (Special Perils) coverage form, with limits equal to the completed value of the project and no coinsurance penalty provisions.

Prior to the commencement of construction of the Potable Water Pipeline Improvements, Developer shall furnish District with certificates and copies of information or declaration pages of the insurance required hereunder and, with respect to evidence of commercial general liability and automobile liability insurance coverage, original policy endorsements:

(a) Precluding cancellation or reduction of coverage before the expiration of thirty (30) days after District shall have received written notification of cancellation or reduction of coverage by certified mail, return receipt requested;

(b) Providing that the insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability (cross liability endorsement);

(c) Naming District, its governing Board of Directors, boards, commissions, committees, officers, employees, volunteers, and agents, as additional insureds; and

(d) Providing that, for any claims relating to the construction to be performed hereunder, insurance coverage shall be primary insurance with respect to the District, its governing Board of Directors, other boards, commissions, committees, officers, employees, volunteers, and agents. Any insurance or self-insurance maintained by District for itself, its governing Board of Directors, other boards, commissions, committees, officers, employees and agents shall be excess of Developer's or Developer's contractor's insurance and not contributory with it.

Developer shall furnish District written notification within ten (10) calendar days, by certified mail, return receipt requested, of any termination, non-renewal, or reduction in coverage with respect to commercial general liability, course of construction, and automobile liability insurance coverage.

8. INSPECTIONS; REVIEW. During the course of construction, Developer shall permit, and does hereby grant, District employees and agents safe access, or, if work shall be performed on property not owned by Developer, Developer shall obtain safe and convenient access for District employees and agents, to the construction sites for inspection of the work of construction for compliance with the Approved Plans. Likewise, during the course of construction, Developer shall submit to District for review all shop drawings, design changes, change orders, and other design or construction-related documents, materials, and test results attendant upon such construction. Within ten (10) business days of receipt of such matters, District shall review said drawings, design changes, change orders, and other matters and provide Developer with written notice of District's approval, disapproval, or approval with specified revisions or conditions in conformance with the Approved Plans or other pertinent District standards and specifications. In the event District disapproves of any matters for reasons concerning the materials used in construction and such materials were already

purchased by Developer and regarded as “District Standard”, prior to such disapproval, the cost of obtaining those required materials shall be added as a Reimbursable Cost (as defined below). Time is of the essence for all inspections and review of said drawings, design changes, change orders, and other matters set forth in this Section 8. Any delay beyond the ten (10) business day period set forth in this Section 8 shall trigger an automatic extension of the Scheduled Completion Dates by the number of additional business days that it takes the District to provide its approval, disapproval, or approval with specified revisions or conditions.

9. WORK SUBJECT TO APPROVAL. All work provided for in this Agreement and more specifically described in the Approved Plans shall be subject to approval by District’s District Engineer. Upon completion of the aforementioned work, and prior to the acceptance of the Potable Water Pipeline Improvements by District and the release of any security required hereunder, Developer shall furnish District with a complete set of record plans and drawings showing the Potable Water Pipeline Improvements in their actual, or “as-built,” condition and location. Record Drawings shall be submitted in digital vectorized form in the latest version of AutoCAD and PDF files. Title to said documents shall vest in District upon delivery thereof. Partial release of any security required herein may be granted, if at all, at the sole, reasonable discretion of District so long as District meets all industry standards applicable to the release of such security, in accordance with the provisions of Section 66499.7 of the Government Code. It is anticipated that Potable Water Pipeline Improvements shown on separate sets of improvement plans approved by the District, or improvements clearly shown (on improvement plans approved by the District) as being constructed in separate phases may, in the District’s sole reasonable discretion, be bonded for and accepted separately, as provided for in section 10a, for each such separate set of plans or each separate phase of construction, whichever applies.

10. CONDITIONS OF ACCEPTANCE.

a. Compliance Requirements. District shall review the Potable Water Improvements within fifteen (15) business days of Developer’s written request. The Potable Water Pipeline Improvements shall not be accepted by District until Final Completion of construction (Substantial Completion is insufficient); and following inspection and testing by or for District for acceptability and/or conformance with the Approved Plans and District Standard Procedures, Specifications and Drawings; record drawings have been received and accepted by the District. Potable Water Pipeline Improvements may, in the District’s sole reasonable discretion, be accepted in increments (Partial Acceptance, as defined in Section 10c) provided that such increments are defined either by separate plans or by plans showing phased construction, which plans have been approved by

the District. Developer acknowledges, covenants, and agrees that the Potable Water Pipeline Improvements shall meet the requirements for Substantial Completion prior to the District taking occupancy thereof.

b. **Guarantee.** Developer agrees that, if within the period of one (1) year after acceptance by District thereof, the Potable Water Pipeline Improvements, any portion or component thereof, or any of the work pertaining thereto performed by Developer or by any contractor (or its subcontractors) employed by Developer, shall fail or fails to fulfill any of the requirements of this Agreement or the Approved Plans, Developer shall, upon receipt of a written request from District directing the work to be done, without delay and without any cost to District, repair, replace, or reconstruct, or cause to be replaced or reconstructed, any defective or otherwise unsatisfactory part or parts of the Potable Water Pipeline Improvements, or any of them, or any component thereof, or of any work pertaining thereto. Should Developer fail to act promptly to make such repair, replacement or reconstruction, or otherwise to act in accordance with this requirement to repair, replace or reconstruct, or should the exigencies of the case require that repair, replacement or reconstruction be made before Developer can be notified, District may, at its option, make the necessary repair, replacement or reconstruction or perform the necessary work and Developer shall pay to District the actual costs thereof plus administrative costs in an amount equal to fifteen (15%) of said repair, replacement, or reconstruction costs. Upon acceptance by District of the Potable Water Pipeline Improvements, Developer shall deposit with District a good and sufficient surety bond issued by a surety admitted in California, or letter of credit in form approved by District's legal counsel, securing to District performance of the foregoing guarantee, the principal amount of which bond or letter of credit shall be not less than ten (10) percent of the Reimbursable Costs (defined in Paragraph 2.f.). In lieu of a bond naming Developer as principal, such bond may name Developer's contractor or contractors as principal(s).

Notwithstanding the foregoing, once the Potable Water Pipeline Improvements have all been accepted, Developer shall not be responsible for repair, replacement or reconstruction of the Potable Water Pipeline Improvements, or any component thereof, to the extent necessitated by any of the events of force majeure described in Paragraph 12 (other than any such event occasioned by Developer, its officers, employees, agents or contractors).

c. **District Acceptance.** Upon Final Completion and District's approval of construction of the Potable Water Pipeline Improvements, or a discrete portion thereof, if any, as may have been previously approved by District for separate acceptance under Section 10a defined for this purpose as "Partial Acceptance"), and receipt of documentation which demonstrates compliance with necessary regulations and other requirements as hereinabove described, and upon receipt of the

security as specified herein to secure the guarantee of Developer for one (1) year after final acceptance thereof, District shall provide to Developer written acceptance of said Potable Water Pipeline Improvements or Partial Acceptance as appropriate. District's obligation in this regard is for acceptance upon Final Completion of said improvements, and all components thereof, except for Partial Acceptance, as may have been previously approved by District. Time is of the essence for the acceptance and review of said Potable Water Pipeline Improvements. Any delay beyond the fifteen (15) business day period set forth in Section 10(a) shall trigger an automatic extension of the Scheduled Completion Dates by the number of additional business days that it takes the District to provide its acceptance and review. For the avoidance of doubt, District's acceptance of the Potable Water Improvements shall not be unreasonably withheld or delayed.

11. REIMBURSEMENT; LIMITATION.

a. Reimbursable Costs. Following District acknowledgement of Substantial Completion of the Potable Water Pipeline Improvements and presentation by Developer, and acceptance by District, of sufficient documentation, in a form satisfactory to the District in its reasonable discretion, of the Reimbursable Costs ("Pipeline Improvement Bid") as shown on Exhibit D, District shall reimburse Developer in the manner described in Subparagraph (b) hereof. Documentation submitted shall at minimum include contractor invoices, bills of lading, and similar and shall include evidence of payment by Developer.

Any change orders to the "Pipeline Improvement Bid" shall be approved according to District procurement policies or as authorized or approved by the District's Board of Directors, such approval not to be unreasonably withheld or delayed. The Reimbursable Costs shall not be due or otherwise payable if and to the extent that the District constructs the Potable Water Pipeline Improvements or any portion thereof, nor shall the Reimbursable Costs, if any, be payable prior to acceptance of the Potable Water Pipeline Improvements and shall be reimbursed in accordance with the provisions of subparagraph (b) of this Section 11.

The Reimbursable Costs shall not be payable in the eventuality that the Potable Water Pipeline Improvements, or such discrete portion thereof, as may have been previously approved by District for Partial Acceptance, are not accepted by District due to their failing to meet or conform to the requirements of Section 10a.

b. Method of Reimbursement.

Payment of the Reimbursable Costs shall not exceed the cost described per Exhibit D and shall be made by District to Developer within sixty (60) days of the District's approval of Developer's

documentation suitably demonstrating the Reimbursable Cost for the Potable Water Pipeline Improvements as provided for in Section 11a. Developer shall receive reimbursement for the Reimbursable Costs in cash in the form of a check.

c. **Limitation of Method of Reimbursement.** The method of reimbursement provided in this Section 11 shall pertain solely to the Potable Water Pipeline Improvements to be constructed under this Agreement. Nothing herein contained shall be deemed a commitment by either of the parties to approve or enter into a future agreement or agreements utilizing the same or similar methodology.

Developer further understands and agrees that its rights to reimbursement are expressly subordinate to any and all obligations of District heretofore or hereafter made or entered into by District to make payments of any and all kinds whatsoever relating to the issuance of bonds, certificates of participation, or any other evidences of indebtedness pursuant to which District, or any joint powers authority in which District is a member agency, borrows funds. All such debt-financing obligations of District shall have precedence over District's obligation to reimburse Developer hereunder for the costs of the Potable Water Pipeline Improvements.

12. **FORCE MAJEURE.** Neither Developer, Owner, nor District shall be in default in the performance of any of their respective obligations hereunder where timely performance or timely compliance is prevented by acts of God, including, without limitation, floods, earthquakes, fire, other natural disasters, unusually inclement weather, pandemic, civil emergencies, inability to obtain materials (except for such inability occasioned by the act or failure to act of the party obligated to act), changes in governmental regulations, orders or directives, strike, lockouts or labor unrest (except strikes, lock-outs, or labor unrest relating to the parties' own labor relations), or similar acts beyond the parties' ability to control; provided, however, that the parties shall be obligated to perform or comply within a reasonable time after the event or action which precluded timely performance no longer exists. Neither Developer nor District shall be in default under this Agreement where timely performance or timely compliance is prevented by the other Party's plan, report and document review delays, permitting delays, inspection delays, testing delays, or acceptance delays or similar acts beyond a Party's control; provided, however, that the Parties shall be obligated to perform or comply within a reasonable time after the event or action which precluded timely performance no longer exists.

13. **FEES, OTHER REQUIREMENTS.** The District shall not collect Project Planning and Review Fees, or Inspection Fees, for the review and construction of the Potable Water Pipeline Improvements. For the avoidance of doubt, Developer shall not be subject to any increase in fees due

to the upsizing of the Potable Water Pipeline Improvements. Nothing herein contained shall be deemed to relieve Developer of Developer's obligation to pay all connection fees, other charges, or otherwise to comply fully with all pertinent requirements of District's Code or other provisions of law pertaining to access to, and use of, District's utility facilities.

14. HOLD HARMLESS. Developer shall defend, protect, indemnify, and hold harmless District, its Board of Directors, officers, employees, volunteers, agents and consultants (collectively, the "Indemnitees"), from and against any and all liability, losses, damages, claims, demands, causes of actions, or actions arising out of, or alleged to have resulted from, the construction of the Potable Water Pipeline Improvements hereunder, or any component thereof, or any negligent or willful tortious performance of, or failure to perform, any duty or responsibility of Developer hereunder, or any negligent or willful tortious action of, or failure to act by, Developer in furtherance of such duty or responsibility. Developer shall also defend, protect, indemnify, and hold harmless Indemnitees against and from any claims and liability based upon the use, or alleged use, of any patent or patented article by Developer in the construction of the Potable Water Pipeline Improvements. Developer's obligations under this Section 14 shall apply to any acts or omissions on the part of Developer, its agents, contractors, subcontractors (of any tier), or employees, whether such acts or omissions comprise willful misconduct, negligent conduct (active or passive), or non-negligent conduct. Developer's duty to defend and hold harmless shall include the responsibility to provide legal representation, the selection of whom shall be subject to District's approval.

The duty of Developer to indemnify District shall include the duty to defend as set forth in California Civil Code Section 2778; provided, that nothing herein contained shall require Developer to defend against claims for liability excluded under the provisions of California Civil Code Section 2782.

In no event shall this Section 14 be construed to give rise to any obligation on the part of the District, or its elected officials, officers, agents, employees, and representatives to defend, indemnify, or hold harmless Developer, its agents, subcontractors (of any tier), or employees from and against all damages, costs, or expenses in law or equity, including reasonable attorney's fees, that are in any way connected with performance under this Agreement.

15. ASSIGNABILITY. Neither Owner nor Developer shall assign, mortgage, hypothecate, lien, encumber, or otherwise transfer this Agreement, or any interest of Owner or Developer therein, without the prior written consent of District, which consent shall not unreasonably be withheld. Nothing in this paragraph contained shall preclude Owner or Developer from forming an assessment district or entering into contracts in pursuance of Developer's obligations to construct

the Potable Water Pipeline Improvements and convey them and associated property interests to the District.

16. **INDEPENDENT CONTRACTOR.** Neither Owner, nor Developer or any of Owner or Developer's officers, employees, agents or contractors are, nor shall they be deemed, officers, employees, agents or contractors of District in connection with the performance of Owner or Developer's obligations hereunder.

17. **SUCCESSORS.** This agreement, and the respective rights, duties and obligations of the parties hereunder shall be binding upon and inure to the benefit of, the successors of the parties hereto; provided, that the provisions of this paragraph shall not be deemed to abrogate the requirements of Paragraph 15.

18. **RECORDATION.** Either party may submit this agreement, or a memorandum thereof, to the Recorder of Alameda County for recordation in the Official Records of said County.

19. **COMPLIANCE WITH LAWS.** Developer shall comply with all laws of the State of California including, but not limited to, those pertaining to subdivision or development of real property and associated disclosure requirements, and all local laws, ordinances, and regulations.

20. **DISPUTE RESOLUTION.** In the event of a dispute between the parties in the interpretation of any provision of this agreement or of the performance of either party expressly or impliedly required hereunder, prior to instituting any legal proceeding or action, the party claiming dispute shall notify the other party in writing of the nature of said dispute and request a meeting to confer regarding resolution thereof. The parties shall meet and confer within ten (10) business days of the date of said notice of dispute and shall endeavor in good faith to resolve the dispute by agreement or may provide, by written agreement, for said dispute to be resolved through mediation or arbitration. If such agreement, or resolution through mediation, cannot be achieved, the parties may enforce their respective rights, as they shall determine.

21. **AMENDMENTS AND SUPPLEMENTAL AGREEMENTS.** This Agreement may only be amended or supplemented in writing, approved and executed by the parties in the same manner as this Agreement.

22. **NOTICES.** Any notice required, or convenient to the performance, hereunder, shall be in writing and may be given to the parties by personal delivery, or by mail (first class or

equivalent), postage prepaid, addressed in the case of District as follows:

Dublin San Ramon Service District
7051 Dublin Boulevard
Dublin, CA 94568
Attn: General Manager

and in the case of Developer, as follows:

TH EAST RANCH DUBLIN LLC
3001 Bishop Drive, Suite 100
San Ramon, CA 94583
Attn: Legal Department; Tony Bosowski

with a copy to:

Jackson Tidus
2030 Main Street, 12th Floor
Irvine, CA 92614
Attn: Sonia A. Lister, Esq.

and in case of Owner, as follows:

Arroyo Cap IV-3, LLC
18575 Jamboree Road, Suite 350
Irvine, CA 92612
Attn: Jeffrey Brouelette

23. CAPTIONS. Paragraph and subparagraph headings as used herein are for convenience only, and shall not be deemed to alter or modify the contents of the paragraph or subparagraph headed thereby.

24. ORIGINAL COUNTERPARTS. This Agreement shall be executed in duplicate original counterparts, each of which shall, upon execution, be deemed an original hereof.

IN WITNESS WHEREOF, the parties hereto have executed this agreement the date and year first hereinabove written.

DUBLIN SAN RAMON SERVICES DISTRICT,
a public entity in the Counties of Alameda and
Contra Costa, California.

By: _____
Jan Lee, General Manager

ATTEST:

Nicole Genzale, District Secretary

TH EAST RANCH DUBLIN LLC,
a California limited liability company

By: _____
Tony Bosowski, Authorized Agent

ARROYO CAP IV-3, LLC,
a Delaware limited liability company

By: Arroyo Cap IV-2, LLC,
a Delaware limited liability company
its sole member

By: _____
Name: _____
Title: _____

Exhibit A

Legal Description of the Property

EXHIBIT "A"

LEGAL DESCRIPTION

ALL THAT CERTAIN REAL PROPERTY SITUATED IN THE CITY OF DUBLIN, COUNTY OF ALAMEDA, STATE OF CALIFORNIA, BEING PARCEL 10 OF THAT CERTAIN MAP ENTITLED "TRACT 8563" FILED FOR RECORD IN BOOK 371 OF MAPS AT PAGES 12 THROUGH 22, DECEMBER 26, 2023, ALAMEDA COUNTY RECORDS.

END OF DESCRIPTION

PREPARED BY:



IAN BRUCE MACDONALD
LICENSED LAND SURVEYOR NO. 8817
STATE OF CALIFORNIA



07/03/2024
DATE

MACKAY & SOMPS
CIVIL ENGINEERING • LAND PLANNING • LAND SURVEYING
5142 Franklin Drive Suite B, Pleasanton, CA, 94588-3355
(925) 225-0690

CITY ENGINEER'S STATEMENT:

LARUEL SLOCUMS, CITY ENGINEER OF THE CITY OF DUBLIN, COUNTY OF ALAMEDA, STATE OF CALIFORNIA, DO HEREBY STATE THAT I HAVE EXAMINED THE FINAL MAP ENTITLED 'TRACT 8563, FRANCIS RANCH, CROAK PROPERTY'...



LARUEL SLOCUMS, CITY ENGINEER, CITY OF DUBLIN, ALAMEDA COUNTY, CALIFORNIA. DATED: October 19, 2023.

ACTING CITY SURVEYOR'S STATEMENT:

I HEREBY STATE THAT I HAVE EXAMINED THIS FINAL MAP ENTITLED 'TRACT 8563, FRANCIS RANCH, CROAK PROPERTY'...



SETH H. IRISH, P.E. 5922, ACTING CITY SURVEYOR, CITY OF DUBLIN, ALAMEDA COUNTY, CALIFORNIA. DATED: Nov. 29, 2023.

SURVEYOR'S STATEMENT:

THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED UPON A FIELD SURVEY IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCE...



JAMES McDONALD, SURVEYOR, 150 N. 8817. DATED: November 17th, 2023.

CLERK OF THE BOARD OF SUPERVISORS' STATEMENT:

I, ANIKA CAMPBELL-BELTON, CLERK OF THE BOARD OF SUPERVISORS FOR THE COUNTY OF ALAMEDA, STATE OF CALIFORNIA, DO HEREBY STATE, AS CHECKED BELOW, THAT:

AN APPROVED INSTRUMENT HAS BEEN FILED WITH THE SUPERVISORS OF SAID COUNTY AND STATE IN THE AMOUNT OF \$1,823,319.00...



IN WITNESS WHEREOF, I HAVE HERETO SET MY HAND THIS 18th DAY OF December, 2023. BY: Anika Campbell-Belton, Clerk of the Board of Supervisors.

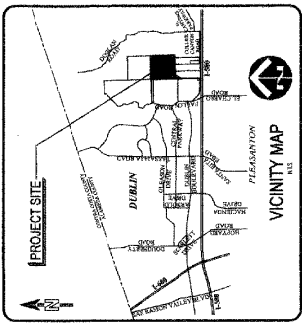
COUNTY RECORDER'S STATEMENT:

I FILED FOR RECORD THIS 26th DAY OF December, 2023 AT 10:34 A.M. IN BOOK 371 OF MAPS AT PAGES 14949A THROUGH 14949H...

BY: Stef Manning, Malissa Wilk, County Recorder in and for the County of Alameda, State of California. Fee: \$ (0).

TRACT 8563 FRANCIS RANCH, CROAK PROPERTY

A SUBDIVISION OF THE LANDS OF ARROYO CAP IV-3, LLC, A DELAWARE LIMITED LIABILITY COMPANY AS RECORDED IN DOCUMENT NOS. 2023111608 AND 2023111406, ALAMEDA COUNTY RECORDS



OPTIONEE'S STATEMENT:

THE UNDERSIGNED, TH EAST RANCH DUBLIN LLC, A CALIFORNIA LIMITED LIABILITY COMPANY, AS OPTIONEE UNDER THE DOCUMENT RECORDED ON SEPTEMBER 28, 2023, AS DOCUMENT NO. 2023111607 OF OFFICIAL RECORDS OF ALAMEDA COUNTY, CALIFORNIA, DOES HEREBY JOIN IN AND CONSENT TO THE FOREGOING OWNERS' STATEMENT AND ALL DEDICATIONS SHOWN HEREIN.

BY: Tony Bosowski, Authorized Agent. DATED: November 17, 2023.

OPTIONEE'S ACKNOWLEDGMENT:

I, A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE, HEREBY ONLY THE IDENTITY OF THE INDIVIDUAL WHO SIGNED THE DOCUMENT TO WHICH THIS CERTIFICATE IS ATTACHED, AND NOT THE TRUTHFULNESS, ACCURACY, OR VALIDITY OF THAT DOCUMENT.

STATE OF CALIFORNIA, COUNTY OF Contra Costa. ON November 17, 2023, before me, Tracy Brown, a Notary Public, personally appeared Tony Bosowski.

WHO PROVIDED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/SHE/IT/HEM/HER/AUTHORIZED CAPACITIES, AND BY HIS/HER/IT/HEM/HER/AUTHORIZED CAPACITIES, OR ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.

I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT.

WITNESS MY HAND: Tracy Brown, Notary Public in and for said County and State. Signature: Tracy Brown. Printed Name: Tracy Brown.

PRINCIPAL PLACE OF BUSINESS: Contra Costa County. COMMISSION EXPIRES: May 13, 2027. COMMISSION # OF NOTARY: 2446854.

SOILS REPORT NOTE:

A GEOTECHNICAL REPORT, DATED DECEMBER 10, 2021, REVISED FEBRUARY 17, 2022, HAS BEEN PREPARED BY ENGeo INCORPORATED, JOB NO. 5101.001.002, 'GEOTECHNICAL EXPLORATION', FOR THIS SUBDIVISION AND IS ON FILE WITH THE CITY OF DUBLIN.

OWNER'S STATEMENT:

THE UNDERSIGNED DOES HEREBY STATE THAT HE/SHE/IT/HEM/HER/AUTHORIZED CAPACITIES, OR ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.

THE REAL PROPERTY DESCRIBED BELOW IS DEDICATED AS AN EASEMENT TO THE CITY OF DUBLIN FOR PUBLIC PURPOSES. THE REAL PROPERTY DESIGNATED AS CENTRAL PARKWAY, CROAK ROAD, BYRNE STREET, MARGARET WAY, MARY WAY, AND WALSH AVENUE FOR PUBLIC RIGHT OF WAY PURPOSES.

THE REAL PROPERTY DESIGNATED AS PARCELS 5.3 AND 8 ARE FOR THE PURPOSE OF PUBLIC PARKS, MAINTENANCE OF SAID PUBLIC PARKS AND BE THE RESPONSIBILITY OF THE CITY OF DUBLIN.

THE REAL PROPERTY DESCRIBED BELOW IS DEDICATED AS AN EASEMENT TO THE CITY OF DUBLIN FOR PUBLIC PURPOSES.

THE AREAS IN UNDER, ALONG, AND ACROSS ANY AREA OR STRIP OF LAND DESIGNATED AS PUBLIC SERVICE EASEMENTS (PSEL) DELINEATED AND EMBRACED WITHIN THE BOUNDARIES OF THE HEREIN EMBODIED MAY, ARE DEDICATED TO THE CITY OF DUBLIN FOR THE PURPOSES OF PUBLIC SERVICES (AS HEREIN DEFINED). THE PURPOSES OF PUBLIC SERVICES SHALL INCLUDE THE CONSTRUCTION, REPAIRING, MAINTAINING, OPERATING, AND USING 'PUBLIC SERVICE EASEMENTS' FOR THE PURPOSES OF PUBLIC SERVICES (AS HEREIN DEFINED).

AND THE UNDERSIGNED DOES HEREBY RESERVE FOR FUTURE DEDICATION TO THE FALLON VILLAGE GEOLOGIC HAZARD ABATEMENT DISTRICT (GHAD), PARCELS 2.9 AND 14, AS SHOWN UPON SAID MAP FOR THE PURPOSES OF THE ONGOING MAINTENANCE OF OPEN SPACES AND RECREATION AREAS, WATER QUALITY CONTROL PONDS, AND SUPERS SAID PARCELS 2.9 AND 14 ARE TO BE CONVEYED BY SEPARATE INSTRUMENT TO THE FALLON VILLAGE GEOLOGIC HAZARD ABATEMENT DISTRICT (GHAD) SUBSEQUENT TO THE FILING OF THIS FINAL MAP.

AND THE UNDERSIGNED DOES HEREBY RESERVE FOR FUTURE DEDICATION TO THE FALLON VILLAGE GEOLOGIC HAZARD ABATEMENT DISTRICT (GHAD), PARCELS 2.9 AND 14, AS SHOWN UPON SAID MAP FOR THE PURPOSES OF THE ONGOING MAINTENANCE OF OPEN SPACES AND RECREATION AREAS, WATER QUALITY CONTROL PONDS, AND SUPERS SAID PARCELS 2.9 AND 14 ARE TO BE CONVEYED BY SEPARATE INSTRUMENT TO THE FALLON VILLAGE GEOLOGIC HAZARD ABATEMENT DISTRICT (GHAD) SUBSEQUENT TO THE FILING OF THIS FINAL MAP.

AND THE UNDERSIGNED DOES HEREBY RESERVE FOR FUTURE DEDICATION TO THE HOME OWNERS ASSOCIATION OF TRACT 8563, FRANCIS RANCH, CROAK PROPERTY, FOR WATER QUALITY AND LANDSCAPING PURPOSES, SAID PARCEL 15 IS TO BE CONVEYED BY SEPARATE INSTRUMENT TO THE HOME OWNERS ASSOCIATION OF TRACT 8563 SUBSEQUENT TO THE FILING OF THIS FINAL MAP.

AND THE UNDERSIGNED DOES HEREBY RESERVE PARCEL 10 FOR FUTURE PUBLIC USES, MAINTENANCE OF SAID PARCEL 10 TO BE BY OWNER, IT'S SUCCESSORS OR ASSIGNS.

AND THE UNDERSIGNED DOES HEREBY RESERVE FOR FUTURE DEDICATION TO THE HOME OWNERS ASSOCIATION OF TRACT 8563, FRANCIS RANCH, CROAK PROPERTY, THE AREA DESIGNATED AS PRIVATE ACCESS EASEMENT, FOR THE PURPOSES OF INGRESS AND EGRESS.

THIS MAP SHOWS ALL EASEMENTS ON THE PREMISES AND/OR OF RECORD, WITHIN THE BOUNDARY LINES OF THE HEREIN EMBODIED MAP AS OWNERS, ARROYO CAP IV-3, LLC, A DELAWARE LIMITED LIABILITY COMPANY.

BY: Jeffrey & Brunalette, PRESIDENT. DATED: November 20, 2023.

OWNER'S ACKNOWLEDGMENT:

A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE, HEREBY ONLY THE IDENTITY OF THE INDIVIDUAL WHO SIGNED THE DOCUMENT TO WHICH THIS CERTIFICATE IS ATTACHED, AND NOT THE TRUTHFULNESS, ACCURACY, OR VALIDITY OF THAT DOCUMENT.

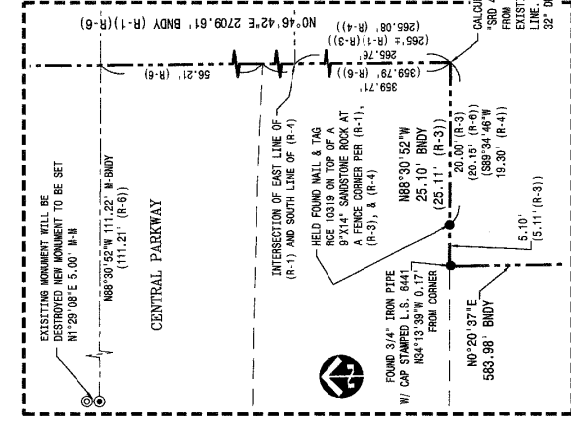
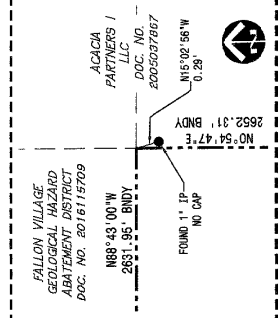
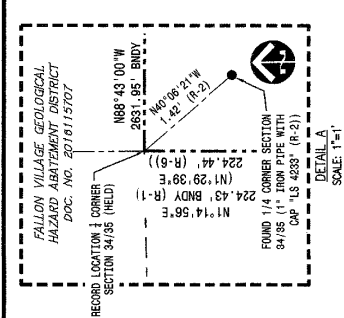
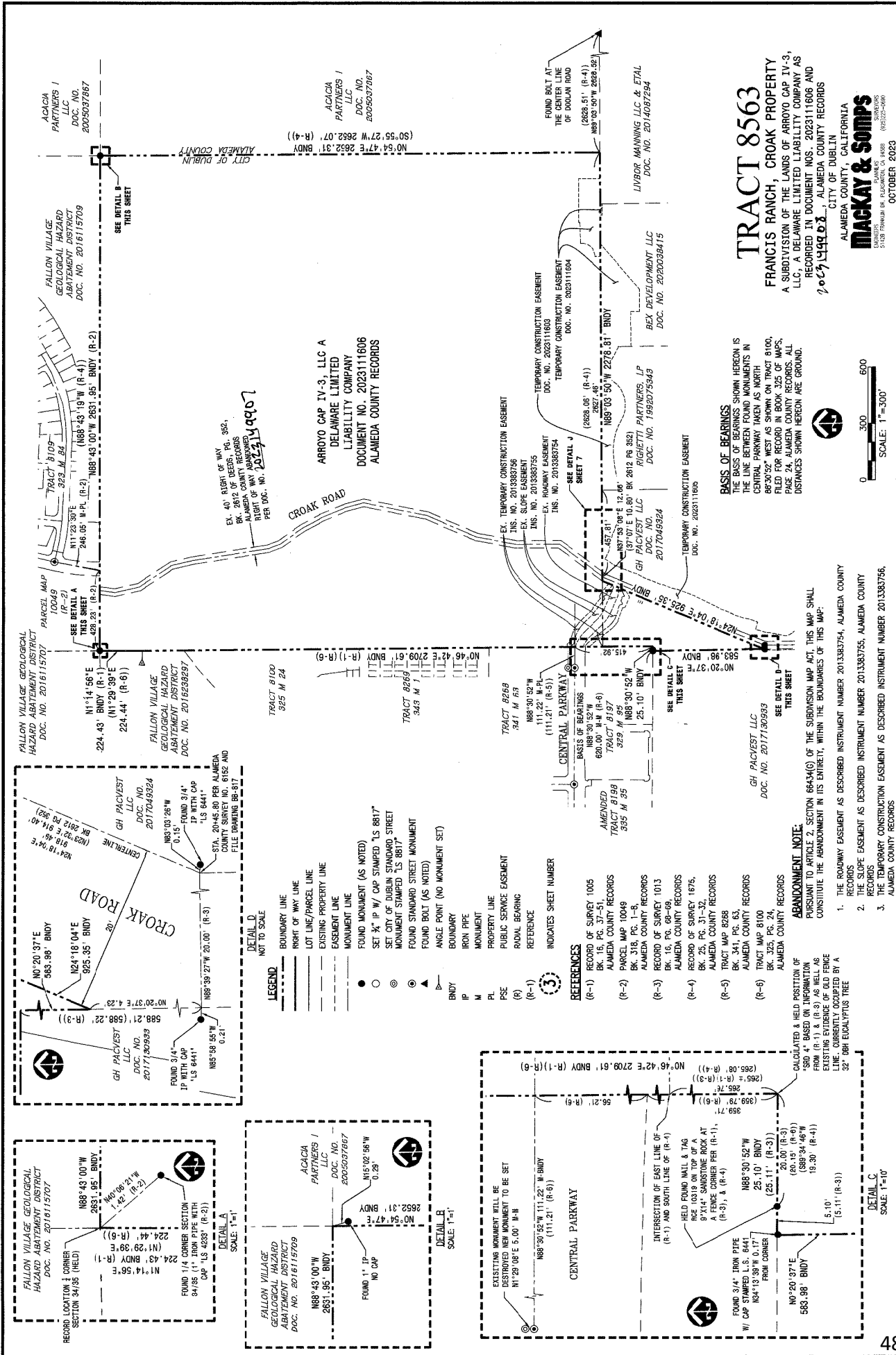
STATE OF CALIFORNIA, COUNTY OF Contra Costa. ON November 20, 2023, before me, Tracy Brown, a Notary Public, personally appeared Jeffrey & Brunalette.

WHO PROVIDED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/SHE/IT/HEM/HER/AUTHORIZED CAPACITIES, AND BY HIS/HER/IT/HEM/HER/AUTHORIZED CAPACITIES, OR ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.

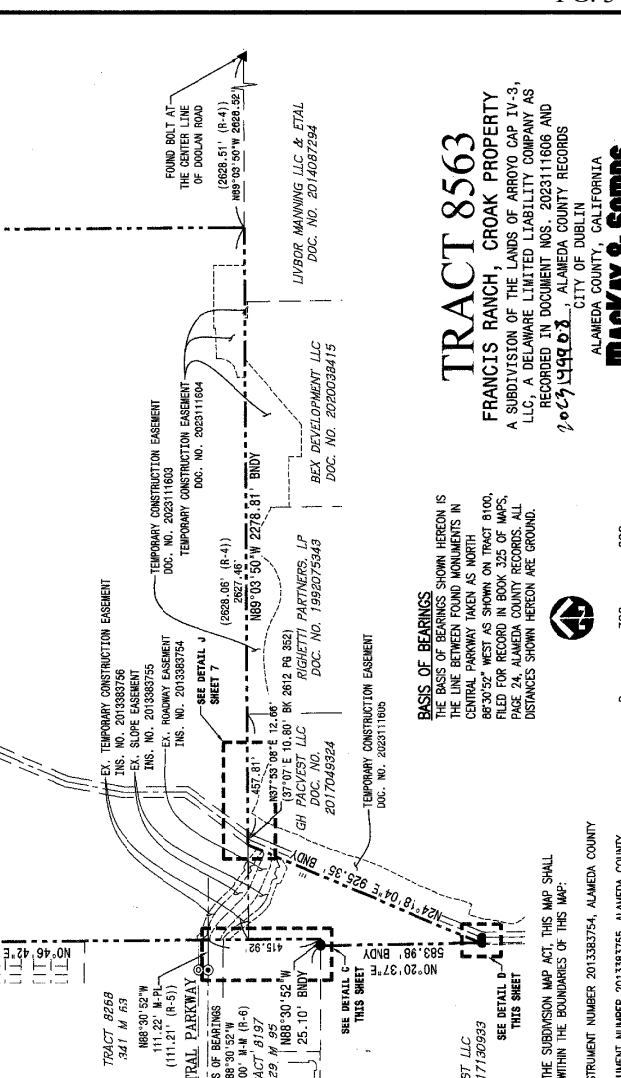
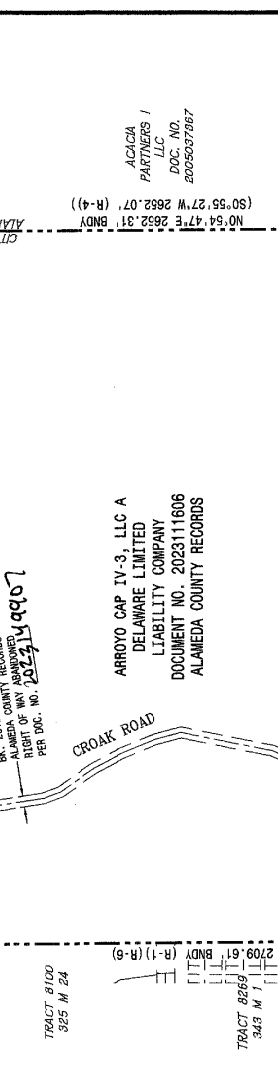
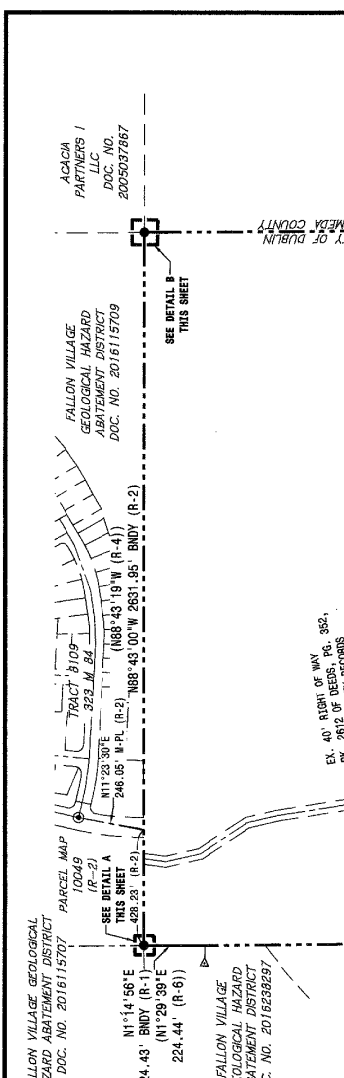
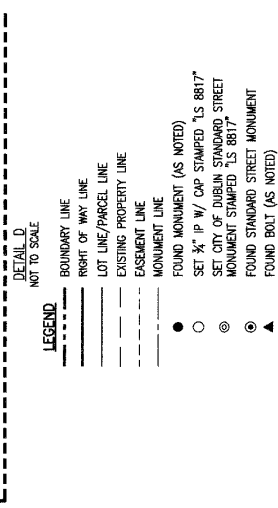
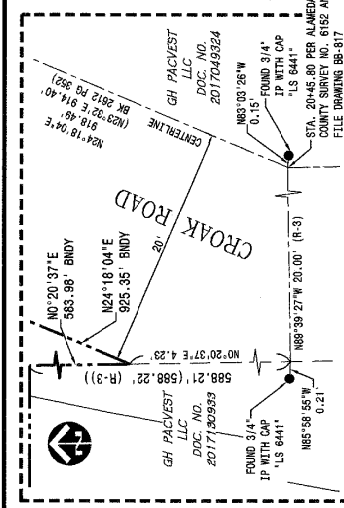
I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT.

WITNESS MY HAND: Tracy Brown, Notary Public in and for said County and State. Signature: Tracy Brown. Printed Name: Tracy Brown.

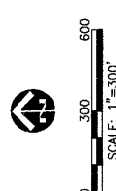
PRINCIPAL PLACE OF BUSINESS: Contra Costa County. COMMISSION EXPIRES: May 13, 2027. COMMISSION # OF NOTARY: 2446854.



- LEGEND**
- BOUNDARY LINE
 - RIGHT OF WAY LINE
 - LOT LINE/PARCEL LINE
 - EXISTING PROPERTY LINE
 - EASEMENT LINE
 - MONUMENT LINE
 - FOUND MONUMENT (AS NOTED)
 - SET "X" P/W CAP STAMPED "LS 8817"
 - SET CITY OF DUBLIN STANDARD STREET MONUMENT STAMPED "LS 8817"
 - FOUND STANDARD STREET MONUMENT
 - FOUND BOLT (AS NOTED)
 - ANGLE POINT (NO MONUMENT SET)
 - BOUNDARY
 - IRON PIPE
 - MONUMENT
 - M PROPERTY LINE
 - PL PUBLIC SERVICE EASEMENT
 - PSE RADIAL BEARING
 - (R-1) REFERENCE
 - (3) INDICATES SHEET NUMBER
- REFERENCES**
- (R-1) RECORD OF SURVEY 1005 BK. 16, PG. 37-51, ALAMEDA COUNTY RECORDS
 - (R-2) PARCEL MAP 10049 BK. 318, PG. 1-8, ALAMEDA COUNTY RECORDS
 - (R-3) RECORD OF SURVEY 1013 BK. 16, PG. 68-69, ALAMEDA COUNTY RECORDS
 - (R-4) RECORD OF SURVEY 1675, 9'X14' SANDSTONE ROCK AT A FENCE CORNER PER (R-1), (R-3), & (R-4)
 - (R-5) TRACT MAP 8288 BK. 341, PG. 63, ALAMEDA COUNTY RECORDS
 - (R-6) TRACT MAP 8100 BK. 325, PG. 24, ALAMEDA COUNTY RECORDS
- ABANDONMENT NOTE:**
CALCULATED & HELD POSITION OF "S'D 4" BASED ON INFORMATION FROM (R-1) & (R-5) AS WELL AS EXISTING EVIDENCE OF OLD FENCE LINE, CURRENTLY OCCUPIED BY A 32" ØH EUCALYPTUS TREE
- ARABONMENT NOTE:**
PERSUANT TO ARTICLE 2, SECTION 6654(K)(6) OF THE SUBDIVISION MAP ACT, THIS MAP SHALL CONSTITUTE THE ABANDONMENT IN ITS ENTIRETY, WITHIN THE BOUNDARIES OF THIS MAP:
- THE ROADWAY EASEMENT AS DESCRIBED INSTRUMENT NUMBER 2013383754, ALAMEDA COUNTY RECORDS
 - THE SLOPE EASEMENT AS DESCRIBED INSTRUMENT NUMBER 2013383755, ALAMEDA COUNTY RECORDS
 - THE TEMPORARY CONSTRUCTION EASEMENT AS DESCRIBED INSTRUMENT NUMBER 2013383756, ALAMEDA COUNTY RECORDS



BASIS OF BEARINGS
THE BASIS OF BEARINGS SHOWN HEREON IS THE LINE BETWEEN FOUND MONUMENTS IN CENTRAL PARKWAY TAKEN AS NORTH BEFORE 2022 WEST AS SHOWN ON TRACT 8100, FILED FOR RECORD IN BOOK 325 OF MAPS, PAGE 24, ALAMEDA COUNTY RECORDS. ALL DISTANCES SHOWN HEREON ARE GROUND.



TRACT 8563
FRANCIS RANCH, CROAK PROPERTY
A SUBDIVISION OF THE LANDS OF ARROYO CAP IV-3, LLC, A DELAWARE LIMITED LIABILITY COMPANY, AS RECORDED IN DOCUMENT NOS. 2023111606 AND 2023111608, ALAMEDA COUNTY RECORDS

ALAMEDA COUNTY, CALIFORNIA
MACKAY & SOMPS
5118 FRENCH BL., FLORENCE, CA 94608 (925) 552-2669

- LEGEND**
- BOUNDARY LINE
 - RIGHT OF WAY LINE
 - LOT LINE/PARCEL LINE
 - EXISTING PROPERTY LINE
 - EASEMENT LINE
 - MONUMENT LINE
 - FOUND MONUMENT (AS NOTED)
 - SET 3/4" IP W/ CAP STAMPED "LS 8817"
 - ⊙ SET CITY OF DUBLIN STANDARD STREET MONUMENT STAMPED "LS 8817"
 - ⊙ FOUND STANDARD STREET MONUMENT
 - ▲ FOUND POINT (AS NOTED)
 - ▽ BOUNDARY
 - BNDY
 - IP IRON PIPE
 - M MONUMENT
 - PL PROPERTY LINE
 - (R) PUBLIC SERVICE EASEMENT
 - (R) RADIAL BEARING
 - (R-1) REFERENCE
 - ③ INDICATES SHEET NUMBER

Line Table

Line #	Bearing	Length
L1	S89°29'21"W	72.54'
L2	N81°07'05"E	46.00'
L3	N88°42'59"W	35.08'
L4	N1°17'01"E	58.00'
L5	N76°39'51"W	61.00'
L6	N16°53'06"E	46.00'
L7	N0°00'00"E	1.00'
L8	N90°00'00"W	240.15'
L9	N80°00'00"W	96.80'
L10	N0°00'00"W	5.00'
L11	N80°00'00"W	104.64'

Curve Table

Curve #	Radius	Delta	Length
C1	1082.00'	1°55'00"	38.80'
C2	30.00'	85°40'00"	44.86'
C3	25.00'	93°49'52"	40.84'
C4	1219.00'	0°28'24"	8.30'
C5	1265.00'	1°00'07"	22.12'
C6	25.00'	81°04'43"	35.38'
C7	851.00'	20°14'33"	300.68'
C8	25.00'	98°08'05"	41.95'
C9	25.00'	103°40'31"	45.24'
C10	865.00'	1°03'15"	18.31'
C11	25.00'	84°22'43"	38.82'
C12	734.00'	1°01'05"	13.04'
C13	35.00'	100°19'53"	43.79'
C14	995.00'	6°33'13"	113.81'
C15	25.00'	90°00'00"	39.27'
C16	907.00'	13°23'55"	212.10'
C17	923.00'	13°23'55"	215.84'
C18	71.00'	90°00'00"	111.58'

NOTE: SEE SHEETS 10 AND 11 FOR ADDITIONAL MAINTENANCE ACCESS EASEMENT AND PUBLIC SERVICE EASEMENT (PSE) INFORMATION

REFERENCES

- (R-1) RECORD OF SURVEY 1005 BK. 16, PG. 37-51, ALAMEDA COUNTY RECORDS
- (R-2) PARCEL MAP 10049 BK. 316, PG. 1-8, ALAMEDA COUNTY RECORDS
- (R-3) RECORD OF SURVEY 1013 BK. 16, PG. 88-89, ALAMEDA COUNTY RECORDS
- (R-4) RECORD OF SURVEY 1675, BK. 25, PG. 31-32, ALAMEDA COUNTY RECORDS
- (R-5) TRACT MAP 8268 BK. 341, PG. 63, ALAMEDA COUNTY RECORDS
- (R-6) TRACT MAP 8100 BK. 325, PG. 24, ALAMEDA COUNTY RECORDS



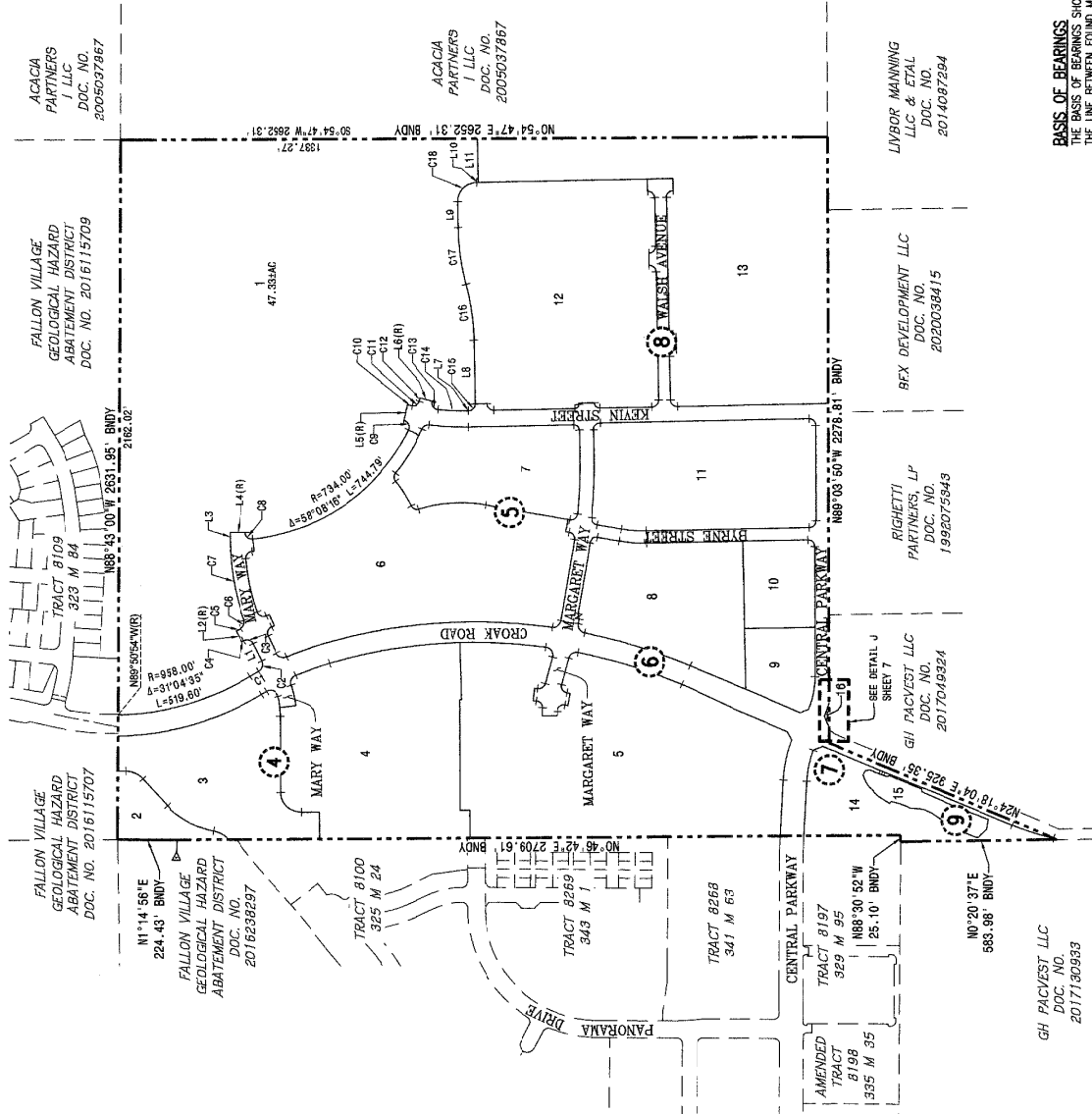
TRACT 8563

FRANCIS RANCH, CROAK PROPERTY
A SUBDIVISION OF THE LANDS OF ARROYO CAP IV-3,
LLC, A DELAWARE LIMITED LIABILITY COMPANY, AS
RECORDED IN DOCUMENT NOS. 2023111606 AND
2023111423, ALAMEDA COUNTY RECORDS
CITY OF DUBLIN
ALAMEDA COUNTY, CALIFORNIA

MACKAY & SOMPS
PLANNERS & ENGINEERS
3140 TOWNLIN DR., PLEASANTON, CA 94566
(925) 272-2885
OCTOBER 2023

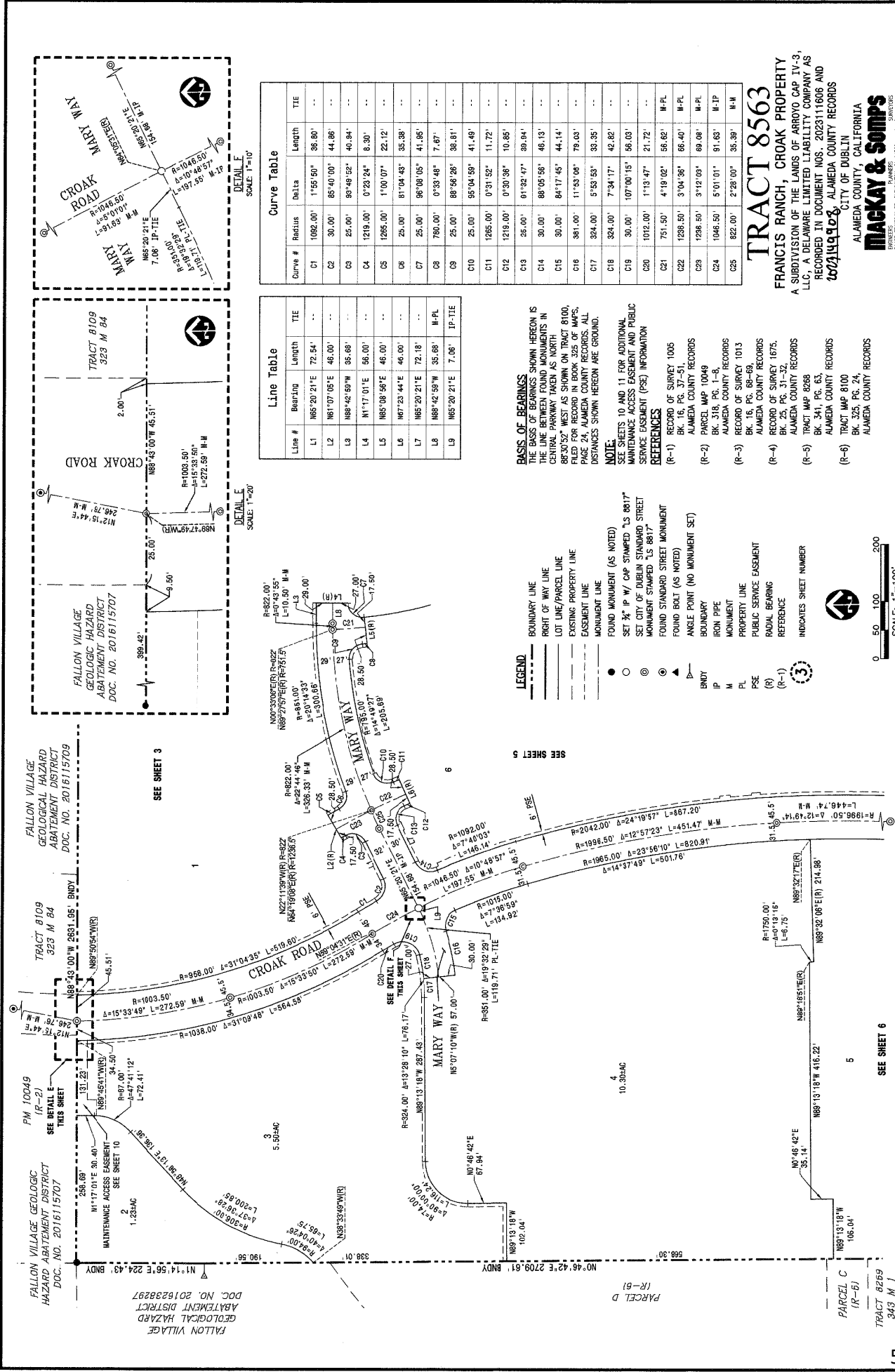
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SHEET 3 OF 11



BASIS OF BEARINGS
THE BASIS OF BEARINGS SHOWN HEREON IS THE LINE BETWEEN FOUND MONUMENTS IN CENTRAL PARKWAY TAKEN AS NORTH 88°30'32\"/>

GH PACVEST LLC
DOC. NO. 20171309933



Line Table

Line #	Bearing	Length	TIE
L1	N67°20'21"E	72.54'	---
L2	N67°07'08"E	46.00'	---
L3	N68°42'59"W	35.68'	---
L4	N1°17'01"E	56.00'	---
L5	N67°08'58"E	46.00'	---
L6	N67°23'44"E	46.00'	---
L7	N67°20'21"E	72.18'	M-PL
L8	N68°42'59"W	35.68'	M-PL
L9	N67°20'21"E	7.06'	IP-TIE

Curve Table

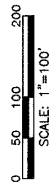
Curve #	Radius	Delta	Length	TIE
C1	1092.00'	1°55'50"	36.80'	---
C2	30.00'	85°40'00"	44.86'	---
C3	25.00'	88°48'52"	40.94'	---
C4	1219.00'	0°23'24"	8.30'	---
C5	1285.00'	1°00'07"	22.12'	---
C6	25.00'	81°04'43"	35.38'	---
C7	25.00'	96°08'05"	41.85'	---
C8	760.00'	0°33'48"	7.87'	---
C9	25.00'	88°56'26"	38.81'	---
C10	25.00'	95°04'59"	41.49'	---
C11	1265.00'	0°31'52"	11.72'	---
C12	1219.00'	0°30'38"	10.85'	---
C13	35.00'	81°32'47"	39.94'	---
C14	30.00'	88°05'58"	46.13'	---
C15	30.00'	84°17'45"	44.14'	---
C16	381.00'	1°13'06"	79.63'	---
C17	324.00'	5°53'53"	33.35'	---
C18	324.00'	7°34'17"	42.82'	---
C19	30.00'	107°00'15"	56.03'	---
C20	1012.00'	1°13'47"	21.72'	M-PL
C21	751.50'	4°19'02"	56.62'	M-PL
C22	1236.50'	3°04'36"	66.40'	M-PL
C23	1236.50'	3°12'03"	69.08'	M-PL
C24	1046.50'	5°01'01"	81.63'	M-PL
C25	822.00'	2°28'00"	35.39'	M-PL

BASIS OF BEARINGS
THE BASIS OF BEARINGS SHOWN HEREON IS THE LINE BETWEEN FOUND MONUMENTS IN CENTRAL PARKWAY TAKEN AS NORTH 88°30'52" WEST AS SHOWN ON TRACT 8100, FILED FOR RECORD IN BOOK 325 OF MAPS, PAGE 24, ALAMEDA COUNTY RECORDS. ALL DISTANCES SHOWN HEREON ARE GROUND.

NOTE:
SEE SHEETS 10 AND 11 FOR ADDITIONAL MAINTENANCE ACCESS EASEMENT AND PUBLIC SERVICE EASEMENT (PSE) INFORMATION

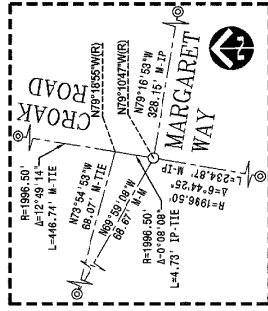
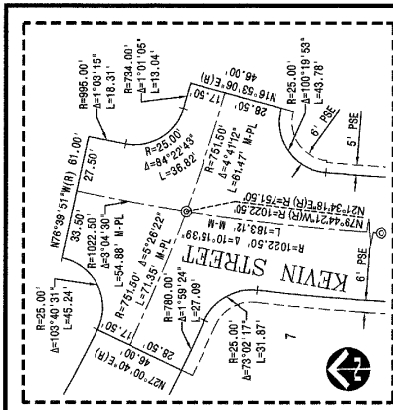
REFERENCES
(R-1) RECORD OF SURVEY 1005 BK. 16, PG. 37-51.
(R-2) ALAMEDA COUNTY RECORDS ALAMEDA COUNTY RECORDS BK. 318, PG. 1-8.
(R-3) RECORD OF SURVEY 1013 BK. 16, PG. 88-89.
(R-4) RECORD OF SURVEY 1675, BK. 25, PG. 31-32.
(R-5) ALAMEDA COUNTY RECORDS ALAMEDA COUNTY RECORDS BK. 341, PG. 63.
(R-6) TRACT MAP 8068 ALAMEDA COUNTY RECORDS BK. 325, PG. 24.
(R-7) TRACT MAP 8068 ALAMEDA COUNTY RECORDS BK. 325, PG. 24.

LEGEND
--- BOUNDARY LINE
--- RIGHT OF WAY LINE
--- LOT LINE/PARCEL LINE
--- EXISTING PROPERTY LINE
--- EASEMENT PROPERTY LINE
--- MONUMENT LINE
● FOUND MONUMENT (AS NOTED)
○ SET 3/4" P. W. CAP STAMPED "LS 8817"
○ SET CITY OF DUBLIN STANDARD STREET MONUMENT STAMPED "LS 8817"
○ FOUND STANDARD STREET MONUMENT
○ FOUND BOLT (AS NOTED)
○ ANGLE POINT (NO MONUMENT SET)
--- BOUNDARY
--- IRON PIPE
--- MONUMENT
--- PROPERTY LINE
--- PUBLIC SERVICE EASEMENT
--- RADIAL BEARING
--- REFERENCE
③ INDICATES SHEET NUMBER



TRACT 8563
FRANCIS RANCH, CROAK PROPERTY
A SUBDIVISION OF THE LANDS OF ARROYO CAB IV, 3, LLC, A DELAWARE LIMITED LIABILITY COMPANY, AS RECORDED IN DOCUMENT NOS. 202311606 AND 202311607, ALAMEDA COUNTY RECORDS
CITY OF DUBLIN
ALAMEDA COUNTY, CALIFORNIA

MACKAY & SOMPS
PLANNERS
2000 RIVER ST., SUITE 400
SAN FRANCISCO, CA 94109
(415) 774-4000



REFERENCES

- (R-1) RECORD OF SURVEY 1005
BK. 16, PG. 37-51,
ALAMEDA COUNTY RECORDS
- (R-2) PARCEL MAP 10049
BK. 318, PG. 1-8,
ALAMEDA COUNTY RECORDS
- (R-3) RECORD OF SURVEY 1013
BK. 16, PG. 68-69,
ALAMEDA COUNTY RECORDS
- (R-4) RECORD OF SURVEY 1675,
BK. 25, PG. 31-32,
ALAMEDA COUNTY RECORDS
- (R-5) TRACT MAP 6288
BK. 341, PG. 63,
ALAMEDA COUNTY RECORDS
- (R-6) TRACT MAP 8100
BK. 325, PG. 24,
ALAMEDA COUNTY RECORDS

TRACT 8563

FRANCIS RANCH, CROAK PROPERTY
A SUBDIVISION OF THE LANDS OF ARROYO CAP IV-3,
LLC, A DELAWARE LIMITED LIABILITY COMPANY AS
RECORDED IN DOCUMENT NOS. 2023111606 AND
2023111496, ALAMEDA COUNTY RECORDS
CITY OF DUBLIN
ALAMEDA COUNTY, CALIFORNIA

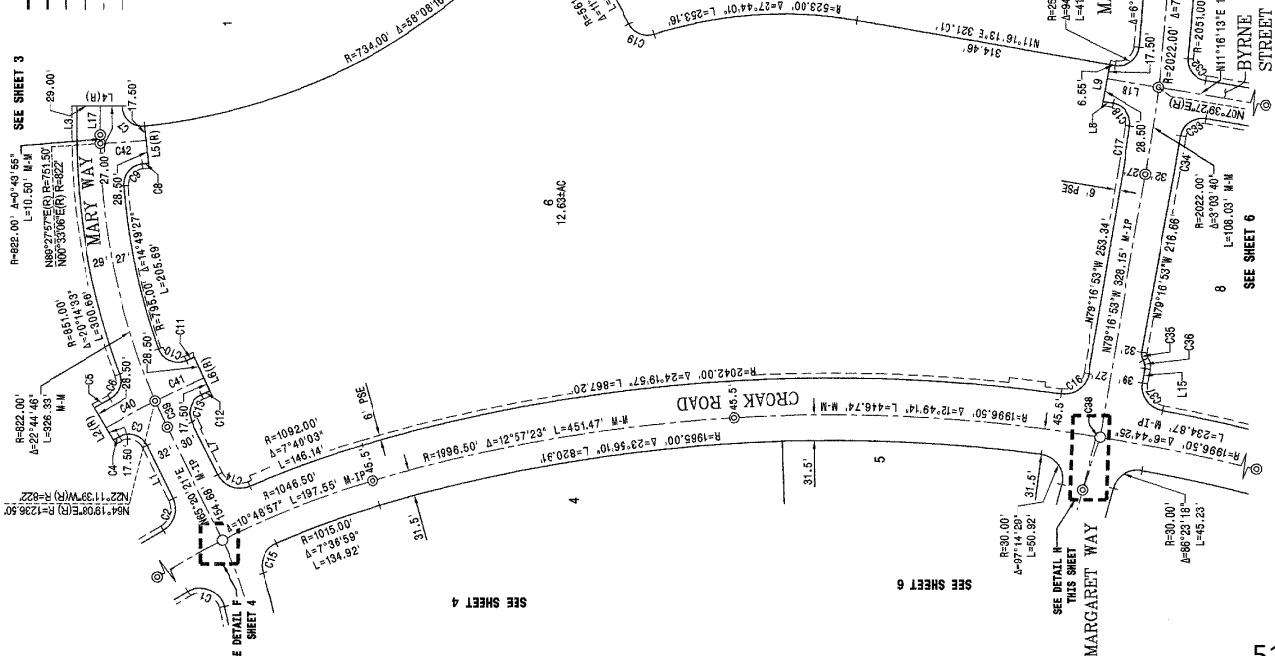
MACKAY & SOMPS
SURVEYORS
3125 FRANKLIN ST. (CROSSWALK) AT 6808
DUBLIN, CA 94568
(925) 755-8888

19343.10B

Curve #	Radius	Delta	Length	TIE
C1	30.00'	107°00'18"	66.03'	..
C2	30.00'	85°40'00"	44.86'	..
C3	20.00'	89°49'52"	40.94'	..
C4	1219.00'	0°23'24"	8.30'	..
C5	1265.00'	1°00'07"	22.12'	..
C6	25.00'	81°04'43"	35.38'	..
C7	25.00'	98°08'05"	41.95'	..
C8	780.00'	0°33'48"	7.87'	..
C9	25.00'	88°58'26"	38.81'	..
C10	25.00'	95°04'59"	41.49'	..
C11	1285.00'	0°31'52"	11.72'	..
C12	1219.00'	0°30'35"	10.85'	..
C13	25.00'	91°32'47"	39.94'	..
C14	30.00'	88°05'58"	46.13'	..
C15	30.00'	84°17'45"	44.14'	..
C16	30.00'	88°31'18"	46.35'	..
C17	1895.00'	1°39'55"	55.66'	..
C18	25.00'	87°50'59"	38.33'	..
C19	25.00'	81°11'39"	35.43'	..
C20	25.00'	75°45'49"	33.08'	..
C21	25.00'	73°02'17"	31.87'	..
C22	780.00'	1°59'24"	27.09'	..
C23	25.00'	103°40'31"	45.24'	..
C24	685.00'	1°03'15"	18.31'	..
C25	25.00'	84°22'43"	36.82'	..
C26	784.00'	1°01'05"	13.04'	..
C27	25.00'	100°18'53"	43.70'	..
C28	25.00'	90°00'00"	39.27'	..
C29	25.00'	90°00'00"	39.27'	..
C30	20.00'	90°00'00"	31.42'	..
C31	25.00'	90°00'00"	39.27'	..
C32	25.00'	85°18'19"	37.22'	..
C33	25.00'	92°02'15"	40.16'	..
C34	2054.00'	1°29'08"	53.26'	..
C35	15.00'	39°58'40"	10.46'	..
C36	15.00'	39°58'40"	10.46'	..
C37	30.00'	87°59'37"	46.07'	..
C38	1986.50'	0°08'08"	4.73'	IP-TIE
C39	822.00'	2°27'50"	35.39'	M-M
C40	1236.50'	3°12'00"	68.08'	M-PL
C41	1236.50'	3°04'38"	66.40'	M-PL
C42	751.50'	4°19'02"	56.62'	M-PL

Line #	Bearing	Length	TIE
L1	N65°20'21"E	75.54'	..
L2	N81°07'05"E	46.00'	..
L3	N89°42'59"W	35.68'	..
L4	N11°17'01"E	56.00'	..
L5	N85°08'56"E	46.00'	..
L6	N87°23'44"E	46.00'	..
L7	N65°20'21"E	72.18'	..
L8	N11°16'13"E	12.50'	..
L9	N78°43'47"W	46.00'	..
L10	N27°00'40"E	46.00'	..
L11	N76°39'51"W	61.00'	..
L12	N16°53'05"E	46.00'	..
L13	N0°00'00"E	46.00'	..
L14	N0°00'00"E	61.00'	..
L15	N79°16'53"W	18.00'	..
L16	N88°42'59"W	35.68'	M-TIE
L17	N11°16'13"E	61.67'	M-PL
L18	N90°00'00"W	47.50'	M-PL
L19	N90°00'00"W	52.50'	M-PL
L20	N60°00'00"E	52.50'	M-PL

- LEGEND**
- BOUNDARY LINE
 - RIGHT OF WAY LINE
 - LOT LINE/PARCEL LINE
 - EXISTING PROPERTY LINE
 - EASEMENT LINE
 - MONUMENT LINE
 - FOUND MONUMENT (AS NOTED)
 - SET 3/4" IP/W/ CAP STAMPED "LS 8817"
 - ◎ SET CITY OF DUBLIN STANDARD STREET MONUMENT STAMPED "LS 8817"
 - ⊙ FOUND STANDARD STREET MONUMENT
 - ▲ FOUND BOLT (AS NOTED)
 - ▽ ANGLE POINT (NO MONUMENT SET)
 - BNDY
 - IP IRON PIPE
 - M MONUMENT
 - PL PROPERTY LINE
 - PSE PUBLIC SERVICE EASEMENT
 - (R) RADIAL BEARING
 - (R-1) REFERENCE
 - (3) INDICATES SHEET NUMBER

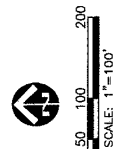


BASIS OF BEARINGS

THE BASIS OF BEARINGS SHOWN HEREON IS THE LINE BETWEEN FOUND MONUMENTS IN CENTRAL PARKWAY TAKEN AS NORTH 88°30'52" WEST AS SHOWN ON TRACT 8100, FILED FOR RECORD IN BOOK 325 OF MAPS, PAGE 24, ALAMEDA COUNTY RECORDS. ALL DISTANCES SHOWN HEREON ARE GROUND.

NOTE:

MONUMENTS 10 AND 11 FOR ADDITIONAL MAINTENANCE ACCESS EASEMENT AND PUBLIC SERVICE EASEMENT (PSE) INFORMATION



SCALE: 1"=100'

SHEET 5 OF 11

DATE: 08-2023 8:30am
JOB: 19343.10B
DRAWN: J. W. MCKAY

LEGEND

- BOUNDARY LINE
- RIGHT OF WAY LINE
- LOT LINE/PARCEL LINE
- EXISTING PROPERTY LINE
- EASEMENT LINE
- MONUMENT LINE
- FOUND MONUMENT (AS NOTED)
- SET 3/4" IP W/ CAP STAMPED "S 8817"
- ◎ SET CITY OF DUBLIN STANDARD STREET MONUMENT STAMPED "S 8817"
- ⊙ FOUND STANDARD STREET MONUMENT
- ▲ FOUND BOLT (AS NOTED)
- △ ANGLE POINT (NO MONUMENT SET)
- BOUNDARY
- IP IRON PIPE
- M MONUMENT
- PL PROPERTY LINE
- PSE PUBLIC SERVICE EASEMENT
- RADIAL BEARING
- (R) REFERENCE
- (R-1) INDICATES SHEET NUMBER

Curve Table

Curve #	Radius	Delta	Length	TIE
C1	30.00'	97°14'29"	50.92'	..
C2	25.00'	82°01'20"	35.79'	..
C3	25.00'	84°17'25"	36.78'	..
C4	25.00'	100°09'19"	43.70'	..
C5	25.00'	95°10'13"	41.53'	..
C6	30.00'	88°23'18"	45.23'	..
C7	30.00'	87°59'37"	46.07'	..
C8	15.00'	39°58'40"	10.46'	..
C9	15.00'	39°58'40"	10.46'	..
C10	2054.00'	1°20'09"	53.20'	..
C11	25.00'	92°02'15"	40.16'	..
C12	25.00'	90°56'10"	39.68'	..
C13	25.00'	89°03'50"	38.86'	..
C14	25.00'	85°18'19"	37.22'	..
C15	25.00'	94°58'52"	41.43'	..
C16	25.00'	87°50'59"	38.30'	..
C17	1985.00'	1°35'55"	55.66'	..
C18	30.00'	88°31'18"	46.35'	..
C19	1986.50'	0°08'08"	4.73'	IP-TIE

Line Table

Line #	Bearing	Length	TIE
L1	N82°45'57"W	46.00'	..
L2	N0°48'42"E	56.00'	..
L3	N78°37'38"W	46.00'	..
L4	N83°21'23"E	34.74'	..
L5	N79°16'53"W	18.00'	..
L6	N73°54'53"W	88.07'	M-TIE
L7	N84°14'49"W	183.96'	M-TIE
L8	N84°14'49"W	2.49'	M-TIE
L9	N86°14'49"W	55.69'	M-TIE

REFERENCES

- (R-1) RECORD OF SURVEY 1005 BK. 16, PG. 37-51, ALAMEDA COUNTY RECORDS
- (R-2) PARCEL MAP 10049 BK. 318, PG. 1-8, ALAMEDA COUNTY RECORDS
- (R-3) RECORD OF SURVEY 1013 BK. 16, PG. 88-99, ALAMEDA COUNTY RECORDS
- (R-4) RECORD OF SURVEY 1675, BK. 25, PG. 31-52, ALAMEDA COUNTY RECORDS
- (R-5) TRACT MAP 8269 BK. 341, PG. 63, ALAMEDA COUNTY RECORDS
- (R-6) TRACT MAP 8100 BK. 325, PG. 63, ALAMEDA COUNTY RECORDS

TRACT 8563

FRANCIS RANCH, CROAK PROPERTY
A SUBDIVISION OF THE LANDS OF ABBODO CAP. IV. 3, LLC, A DELAWARE LIMITED LIABILITY COMPANY AS RECORDED IN DOCUMENT NOS. 2023111606 AND 1923111996, ALAMEDA COUNTY RECORDS

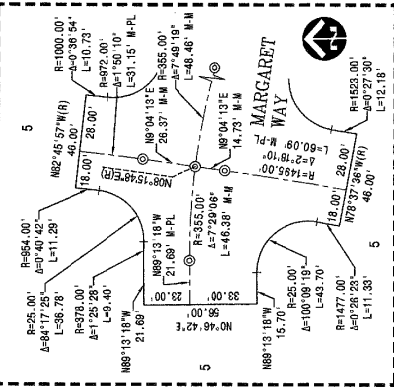
CITY OF DUBLIN
ALAMEDA COUNTY, CALIFORNIA
MACKAY & SOMPS
SURVEYORS
5155 FRANKLIN DR. REDWOOD, CA 94068
(925) 275-0699

OCTOBER 2023

SHEET 6 OF 11

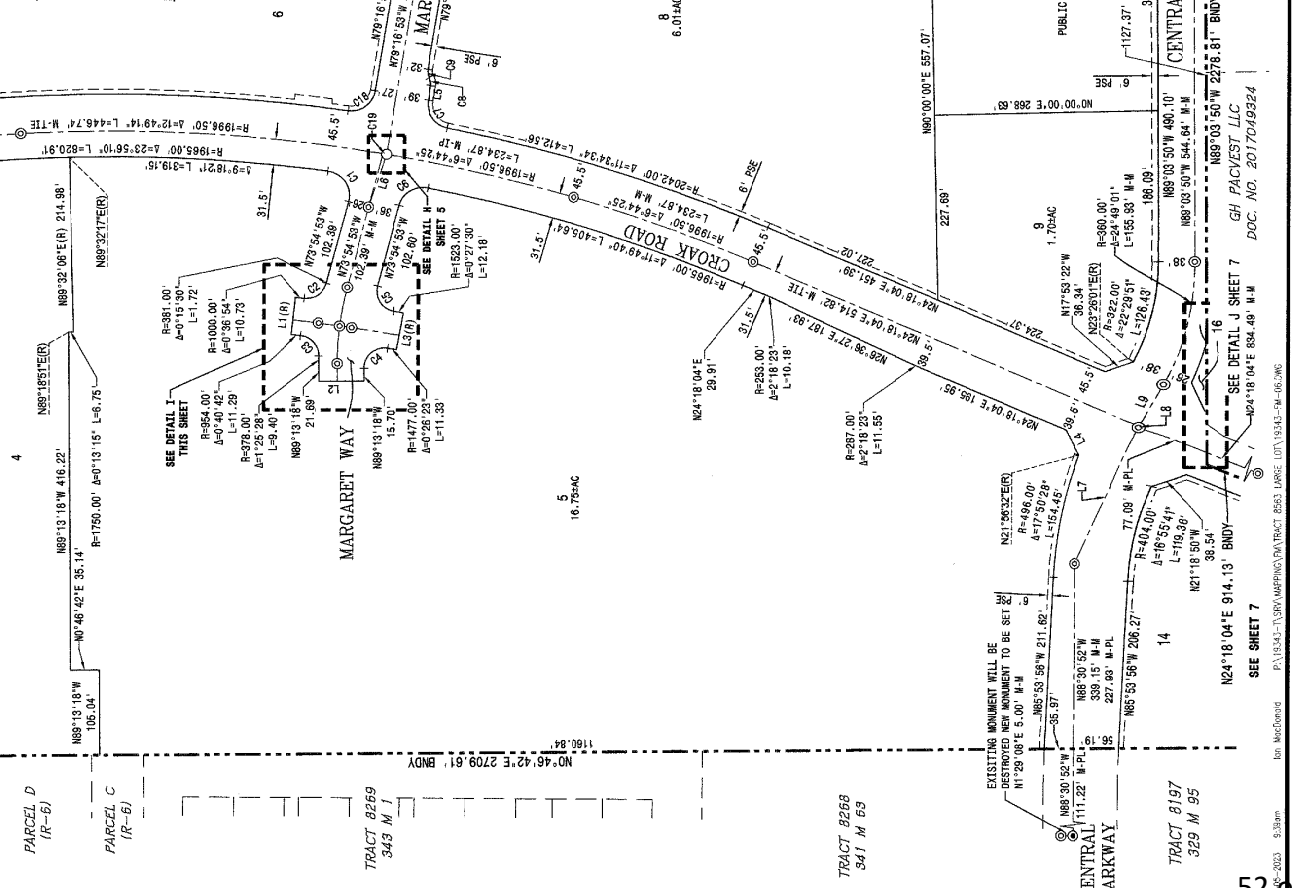


0 50 100 200
SCALE: 1"=100'



BASIS OF BEARINGS
THE BASIS OF BEARINGS SHOWN HEREON IS THE LINE BETWEEN FOUND MONUMENTS IN THE CENTRAL PARKWAY TAKEN AS NORTH, 88°30'52" WEST AS SHOWN ON TRACT 8100, FILED FOR RECORD IN BOOK 325 OF MAPS, PAGE 24, ALAMEDA COUNTY RECORDS. ALL DISTANCES SHOWN HEREON ARE GROUND.

NOTE:
SEE SHEETS 10 AND 11 FOR ADDITIONAL MAINTENANCE ACCESS EASEMENT AND PUBLIC SERVICE EASEMENT (PSE) INFORMATION



SEE SHEET 4

SEE SHEET 5

SEE SHEET 8

SEE SHEET 7

SEE SHEET 8

PARCEL D (R-6)

PARCEL C (R-6)

TRACT 8269 343 M I

TRACT 8268 341 M 69

TRACT 8197 329 M 95

19343.108
10/20/23 8:30am
by: wjw/bsd

LEGEND

- BOUNDARY LINE
- RIGHT OF WAY LINE
- LOT LINE/PARCEL LINE
- EXISTING PROPERTY LINE
- EASEMENT LINE
- MONUMENT LINE
- FOUND MONUMENT (AS NOTED)
- SET "X" IP W/ CAP STAMPED "LS 8817"
- ◎ SET CITY OF DUBLIN STANDARD STREET MONUMENT STAMPED "LS 8817"
- ◎ FOUND STANDARD STREET MONUMENT
- ▲ FOUND BOLT (AS NOTED)
- ▲ ANGLE POINT (NO MONUMENT SET)
- BDY BOUNDARY
- IP IRON PIPE
- M MONUMENT
- PL PROPERTY LINE
- PSE PUBLIC SERVICE EASEMENT
- (R) RADIAL BEARING
- (R-1) REFERENCE
- ⊙ INDICATES SHEET NUMBER

NOTE: SEE SHEETS 10 AND 11 FOR ADDITIONAL MAINTENANCE ACCESS EASEMENT AND PUBLIC SERVICE EASEMENT (PSE) INFORMATION

BASIS OF BEARINGS: SHOWN HEREON IS THE LINE BETWEEN FOUND MONUMENTS IN CENTRAL PARKWAY TAKEN AS NORTH 86°30'52" WEST AS SHOWN ON TRACT 8100, FILED FOR RECORD IN BOOK 325 OF MAPS, PAGE 24, ALAMEDA COUNTY RECORDS. ALL DISTANCES SHOWN HEREON ARE GROUND.

REFERENCES

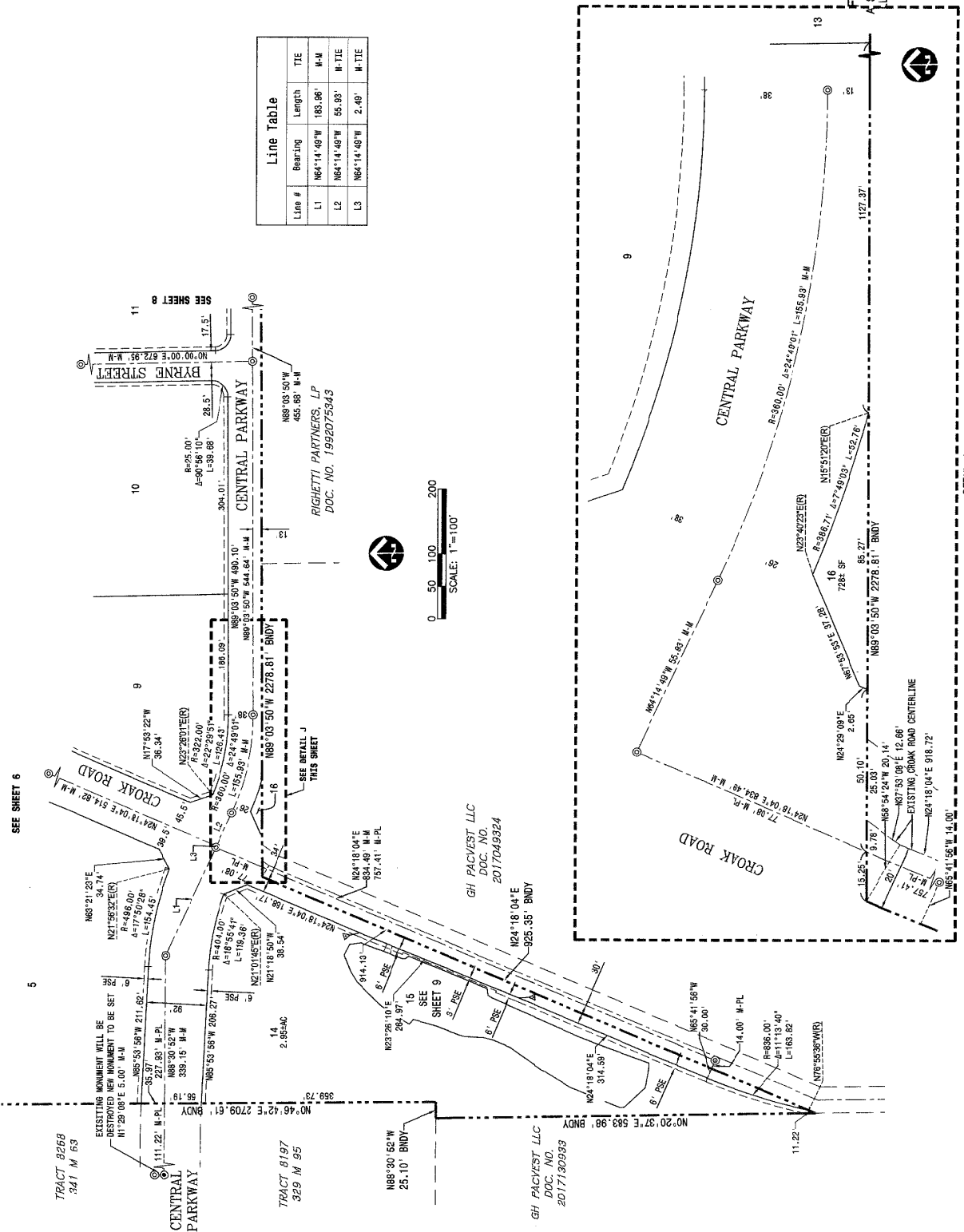
- (R-1) RECORD OF SURVEY 1005 BK. 16, PG. 37-51, ALAMEDA COUNTY RECORDS
- (R-2) PARCEL MAP 10049 BK. 318, PG. 1-8, ALAMEDA COUNTY RECORDS
- (R-3) RECORD OF SURVEY 1013 BK. 16, PG. 88-89, ALAMEDA COUNTY RECORDS
- (R-4) RECORD OF SURVEY 1675, BK. 25, PG. 31-32, ALAMEDA COUNTY RECORDS
- (R-5) TRACT MAP 8288 BK. 341, PG. 63, ALAMEDA COUNTY RECORDS
- (R-6) TRACT MAP 8100 BK. 325, PG. 24, ALAMEDA COUNTY RECORDS

TRACT 8563

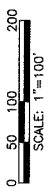
FRANCIS RANCH, CROAK PROPERTY
SUBDIVISION OF THE LANDS OF ARROYO CAP. IV-3,
L.C. A DELAWARE LIMITED LIABILITY COMPANY, AS
RECORDED IN DOCUMENT NOS. 2023111686 AND
1023141608, ALAMEDA COUNTY RECORDS
CITY OF DUBLIN
ALAMEDA COUNTY, CALIFORNIA

MACKAY & SOMPS
SURVEYORS
5103 FRANKLIN PK. FLESCENTRINO, CA 94588
925-222-2880
OCTOBER 2023

SHEET 7 OF 11

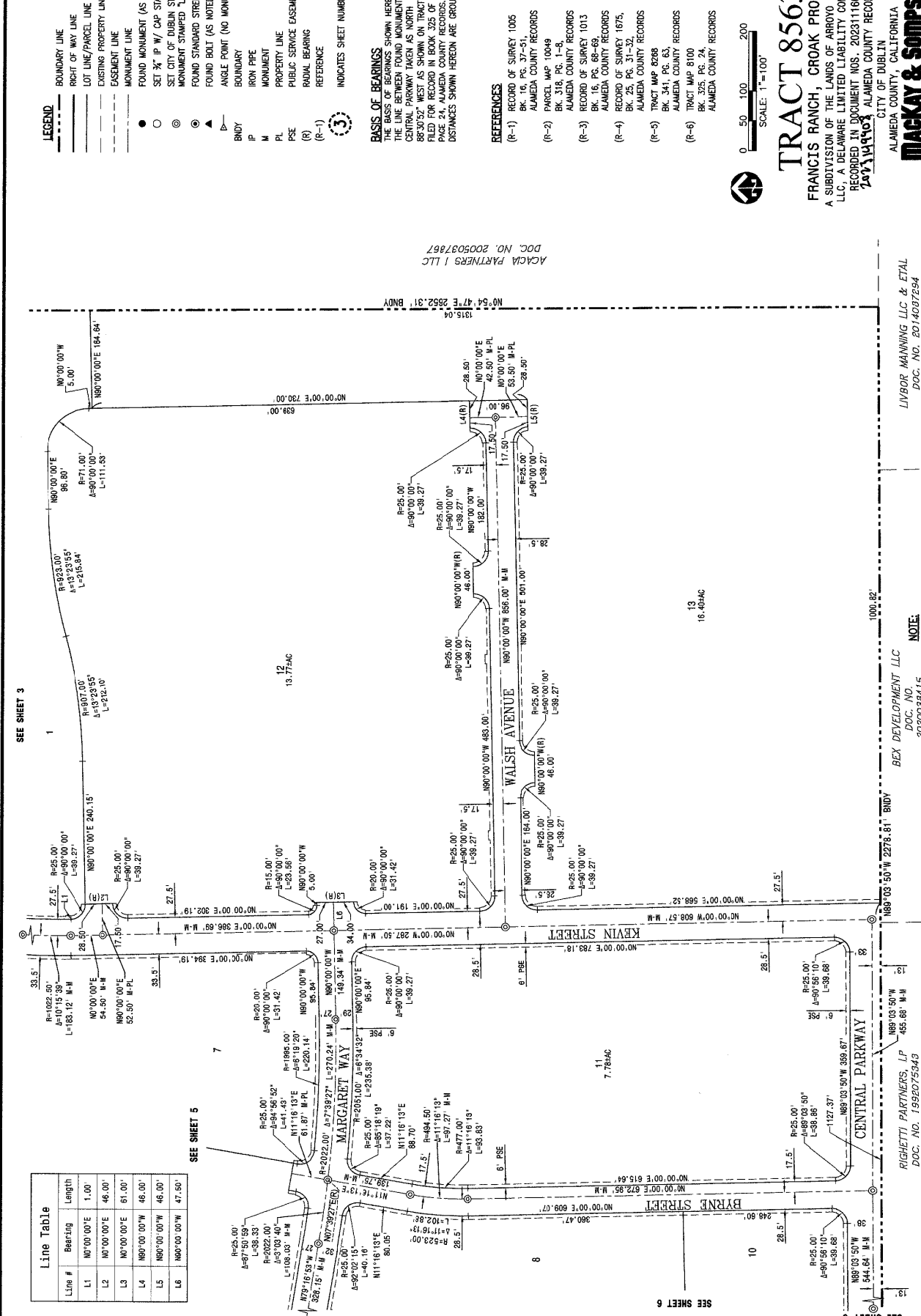


Line #	Bearing	Length	TIE
L1	N64°14'49"W	183.96'	M-M
L2	N64°14'49"W	55.89'	M-TIE
L3	N64°14'49"W	2.49'	M-TIE



DETAIL J
SCALE 1"=20'

Line #	Bearing	Length
L1	N0°00'00"E	1.00'
L2	N0°00'00"E	46.00'
L3	N0°00'00"E	61.00'
L4	N89°00'00"W	46.00'
L5	N89°00'00"W	46.00'
L6	N89°00'00"W	47.50'



LEGEND

- BOUNDARY LINE
- RIGHT OF WAY LINE
- LOT LINE/PARCEL LINE
- EXISTING PROPERTY LINE
- EASEMENT LINE
- MONUMENT LINE
- FOUND MONUMENT (AS NOTED)
- SET 3/4" IP W/ CAP STAMPED 'LS 8817'
- SET CITY OF DUBLIN STANDARD STREET MONUMENT STAMPED 'LS 8817'
- FOUND STANDARD STREET MONUMENT
- FOUND BOLT (AS NOTED)
- ANGLE POINT (NO MONUMENT SET)
- BOUNDARY
- BNDY
- IRON PIPE
- IP
- MONUMENT
- M
- PROPERTY LINE
- PL
- PUBLIC SERVICE EASEMENT
- PSE
- RADIAL BEARING
- (R)
- REFERENCE
- (R-1)
- INDICATES SHEET NUMBER

BASIS OF BEARINGS
THE BASIS OF BEARINGS SHOWN HEREON IS THE LINE BETWEEN FOUND MONUMENTS IN CONCORDANCE WITH THE RECORDS AS NOTED HEREON. THESE MONUMENTS WERE FILED FOR RECORD IN BOOK 325 OF MAPS, PAGE 24, ALAMEDA COUNTY RECORDS. ALL DISTANCES SHOWN HEREON ARE GROUND.

REFERENCES

- (R-1) RECORD OF SURVEY 1005 BK. 16, PG. 37-51, ALAMEDA COUNTY RECORDS
- (R-2) PARCEL MAP 10049 BK. 318, PG. 1-8, ALAMEDA COUNTY RECORDS
- (R-3) RECORD OF SURVEY 1013 BK. 16, PG. 68-69, ALAMEDA COUNTY RECORDS
- (R-4) RECORD OF SURVEY 1675, BK. 25, PG. 31-32, ALAMEDA COUNTY RECORDS
- (R-5) TRACT MAP 8268 BK. 341, PG. 63, ALAMEDA COUNTY RECORDS
- (R-6) TRACT MAP 8100 BK. 326, PG. 19, ALAMEDA COUNTY RECORDS



0 50 100 200
SCALE: 1"=100'

TRACT 8563

FRANCIS RANCH, CROAK PROPERTY
A SUBDIVISION OF THE LANDS OF ARROYO GAP TV-3,
LLC, A DELAWARE LIMITED LIABILITY COMPANY, AS
RECORDED IN DOCUMENT NOS. 202311606 AND
202311607, ALAMEDA COUNTY RECORDS

CITY OF DUBLIN
ALAMEDA COUNTY, CALIFORNIA
MACKAY & SOMPS
REGISTERED PROFESSIONAL SURVEYORS
2700 BAYVIEW DR. PLEASANTON, CA 94566
(925) 267-0669

OCTOBER 2023

ACOMA PARTNERS I LLC
DOC. NO. 200507867

LIVBOR MANNING LLC & ETAL
DOC. NO. 2014007594

NOTE:
SHEETS 10 AND 11 FOR ADDITIONAL
MANUAL ACCESS EASEMENT AND PUBLIC
SERVICE EASEMENT (PSE) INFORMATION

BEX DEVELOPMENT LLC
DOC. NO.
2020038415

10
16.46AC

11
7.78AC

12
13.77AC

13
18.46AC

LEGEND

- BOUNDARY LINE
- RIGHT OF WAY LINE
- LOT LINE/PARCEL LINE
- EXISTING PROPERTY LINE
- EASEMENT LINE
- MONUMENT LINE
- FOUND MONUMENT (AS NOTED)
- SET 3/4" IP W/ CAP STAMPED "LS 8817"
- ⊙ SET CITY OF DUBLIN STANDARD STREET MONUMENT STAMPED "LS 8817"
- ⊙ FOUND STANDARD STREET MONUMENT
- ▲ FOUND BOLT (AS NOTED)
- △ ANGLE POINT (NO MONUMENT SET)
- BNDY BOUNDARY
- IP IRON PIPE
- M MONUMENT
- PL PROPERTY LINE
- PSE PUBLIC SERVICE EASEMENT
- R RAIL BEARING REFERENCE
- (R-1) INDICATES SHEET NUMBER

NOTE:

SEE SHEETS 10 AND 11 FOR ADDITIONAL MAINTENANCE ACCESS EASEMENT AND PUBLIC SERVICE EASEMENT (PSE) INFORMATION

BASIS OF BEARINGS

THE BASIS OF BEARINGS SHOWN HEREON IS THE LINE BETWEEN FOUND MONUMENTS IN CENTRAL PARKWAY TAKEN AS NORTH 88°30'52" WEST AS SHOWN ON TRACT 8100, FILED FOR RECORD IN BOOK 325 OF MAPS, PAGE 24, ALAMEDA COUNTY RECORDS. ALL DISTANCES SHOWN HEREON ARE GROUND.

REFERENCES

- (R-1) RECORD OF SURVEY 1005 BK. 16, PG. 37-51, ALAMEDA COUNTY RECORDS
- (R-2) PARCEL MAP 10049 BK. 318, PG. 1-8, ALAMEDA COUNTY RECORDS
- (R-3) RECORD OF SURVEY 1013 BK. 16, PG. 68-69, ALAMEDA COUNTY RECORDS
- (R-4) RECORD OF SURVEY 1675, BK. 25, PG. 31-32, ALAMEDA COUNTY RECORDS
- (R-5) TRACT MAP 8268 BK. 341, PG. 63, ALAMEDA COUNTY RECORDS
- (R-6) TRACT MAP 8100 BK. 322, PG. 24, ALAMEDA COUNTY RECORDS

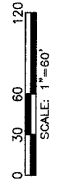
TRACT 8563

FRANCIS RANCH, CROAK PROPERTY
A SUBDIVISION OF THE LANDS OF ARROYO GAP IV-3, LLC, A DELAWARE LIMITED LIABILITY COMPANY, AS RECORDED IN DOCUMENT NOS. 2023111606 AND 2023194933, ALAMEDA COUNTY RECORDS

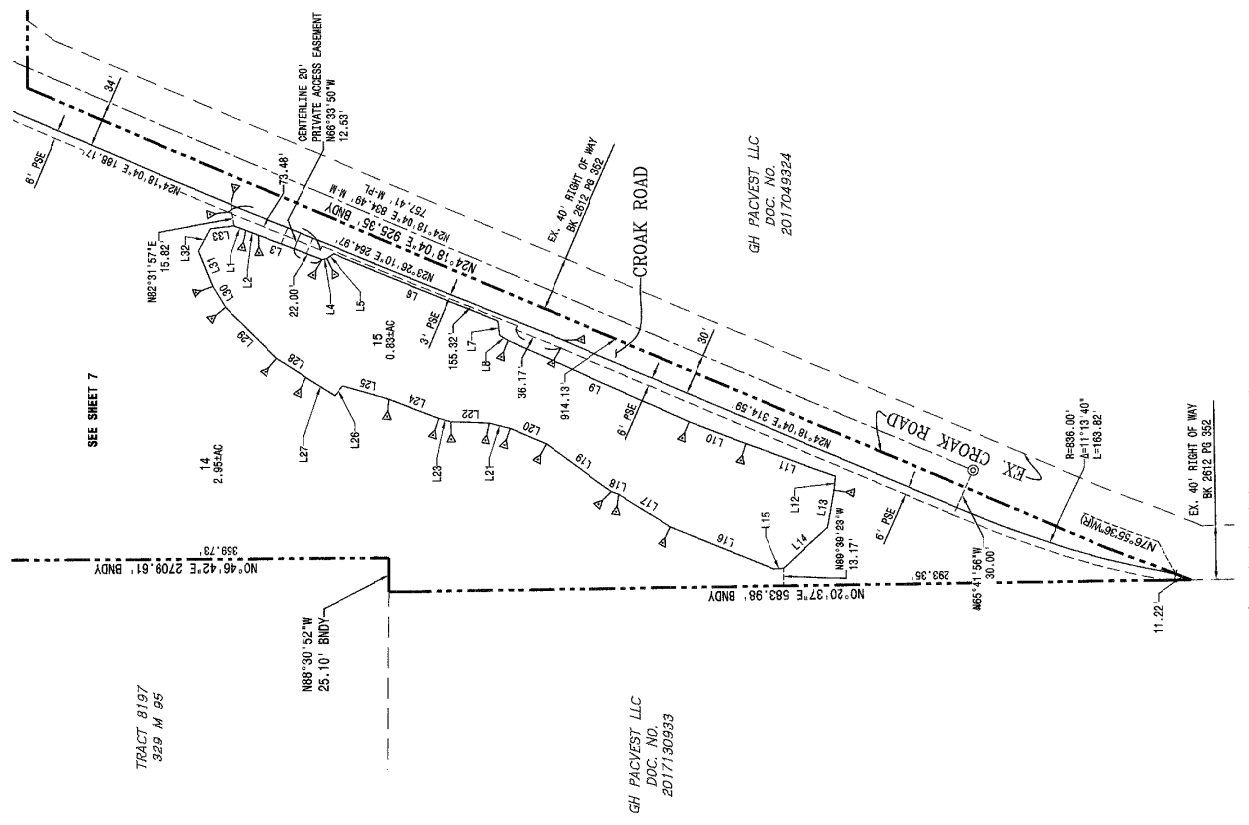
CITY OF DUBLIN
ALAMEDA COUNTY, CALIFORNIA
MACKAY & SOMPS
SURVEYORS
STATE LICENSE NO. 44288 (R0225-068)

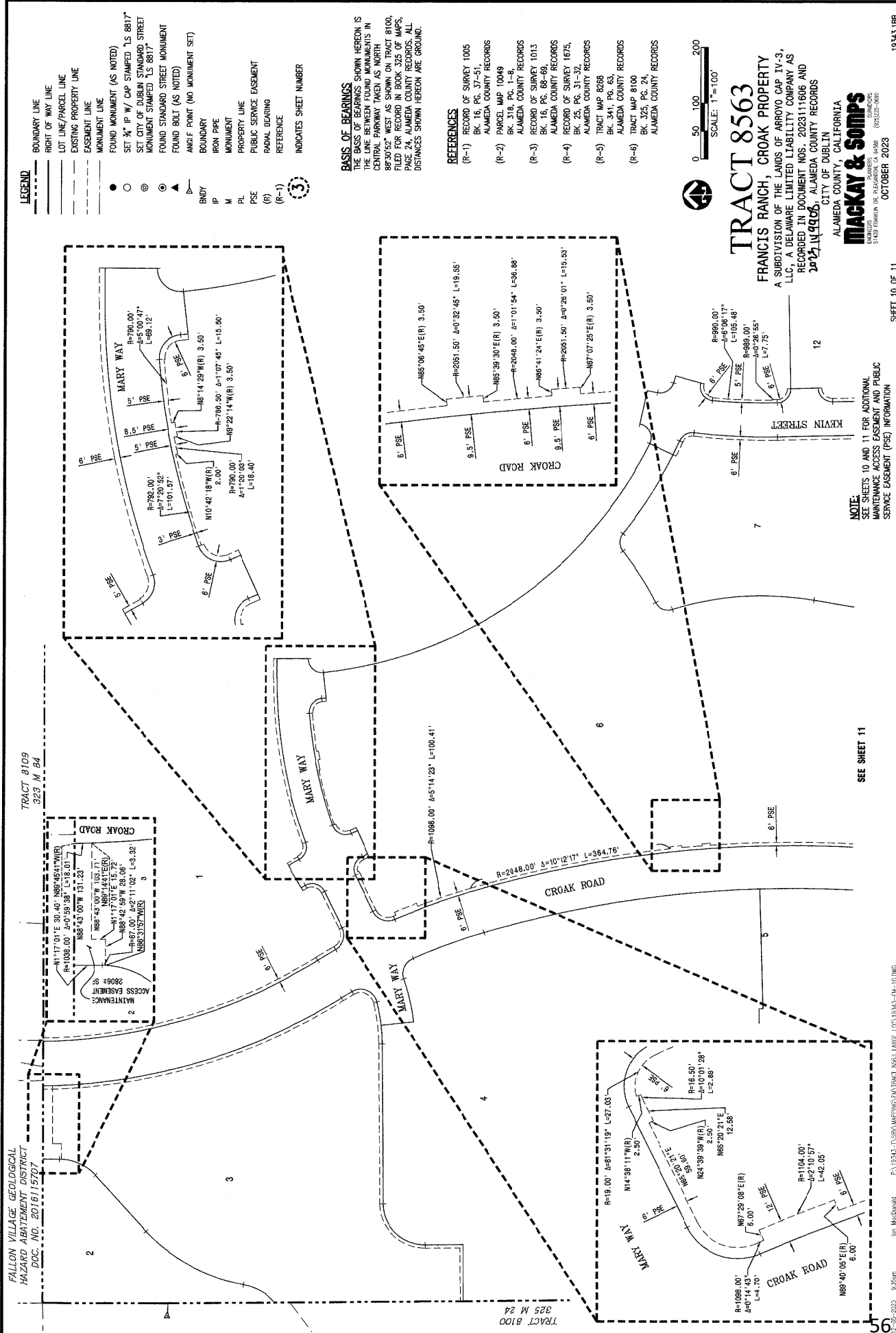
OCTOBER 2023

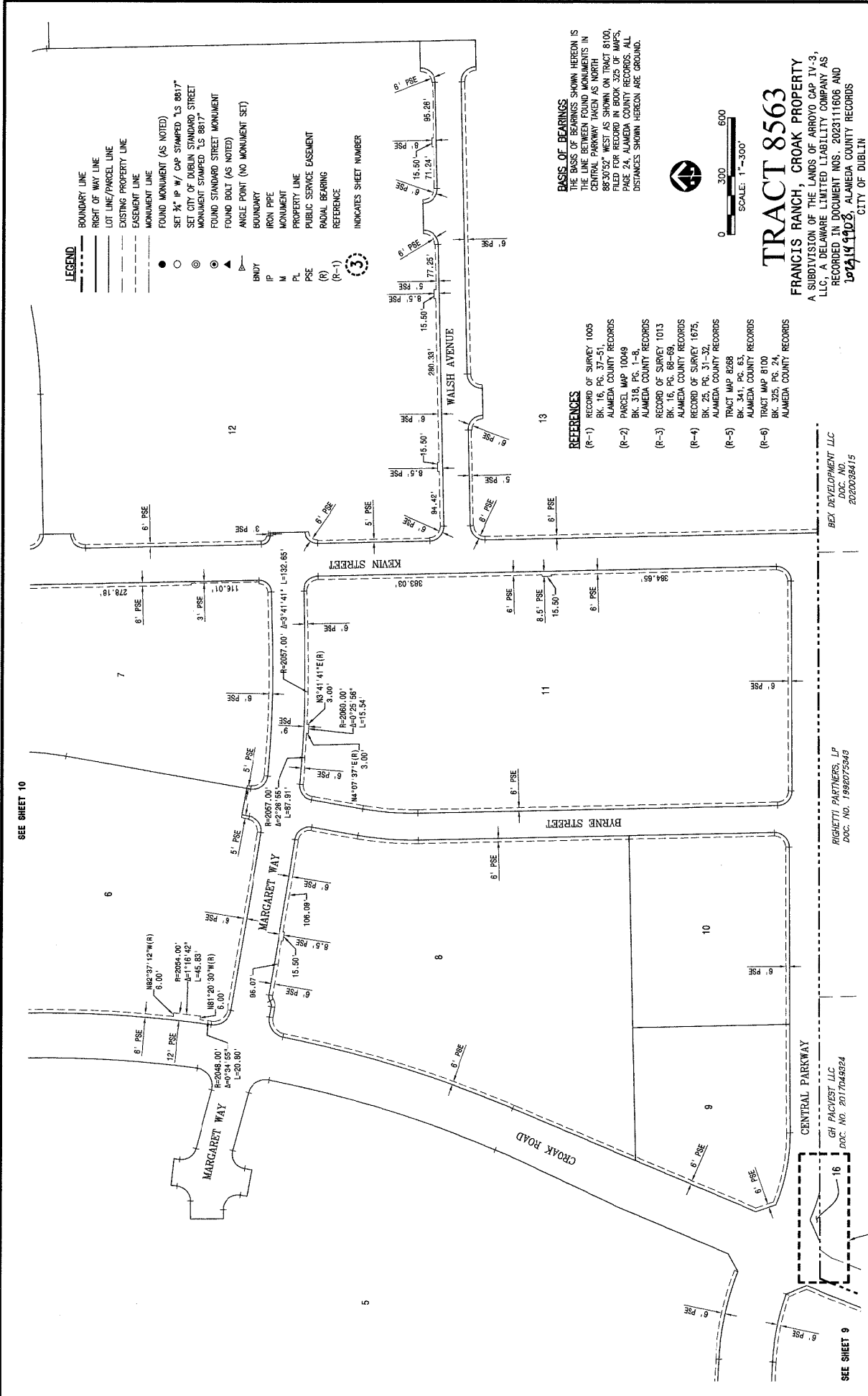
SHEET 9 OF 11



Line #	Bearing	Length
L1	N22°06'10"E	9.06'
L2	N22°00'54"E	10.01'
L3	N22°14'26"E	49.96'
L4	N10°53'43"W	3.43'
L5	N64°25'47"W	6.06'
L6	N23°20'05"E	131.30'
L7	N83°26'18"E	10.55'
L8	N64°02'00"E	7.23'
L9	N25°24'21"E	146.55'
L10	N22°26'47"E	44.59'
L11	N21°17'48"E	70.10'
L12	N83°38'21"W	10.65'
L13	N79°08'41"W	27.46'
L14	N42°01'28"W	44.20'
L15	N3°32'28"W	7.19'
L16	N23°27'10"E	82.28'
L17	N83°28'13"E	45.28'
L18	N21°05'14"E	5.69'
L19	N87°16'06"E	69.84'
L20	N24°43'46"E	28.80'
L21	N15°05'09"E	15.45'
L22	N3°23'38"E	28.24'
L23	N16°54'07"E	9.29'
L24	N22°28'04"E	39.25'
L25	N17°00'52"E	35.82'
L26	N48°46'36"W	9.55'
L27	N33°58'55"E	24.85'
L28	N64°34'47"E	25.74'
L29	N46°09'55"E	53.44'
L30	N60°20'31"E	17.84'
L31	N69°21'55"E	28.06'
L32	N61°10'19"W	18.65'
L33	N6°10'39"W	17.41'







- LEGEND**
- BOUNDARY LINE
 - RIGHT OF WAY LINE
 - LOT LINE/PARCEL LINE
 - EXISTING PROPERTY LINE
 - EASEMENT LINE
 - MONUMENT LINE
 - FOUND MONUMENT (AS NOTED)
 - SET 3/4" IP W/ CAP STAMPED "LS 8817"
 - SET CITY OF DUBLIN STANDARD STREET MONUMENT STAMPED "LS 8817"
 - FOUND STANDARD STREET MONUMENT
 - FOUND BOLT (AS NOTED)
 - ANGLE POINT (NO MONUMENT SET)
 - BNDY BOUNDARY
 - IP IRON PIPE
 - M MONUMENT
 - PL PROPERTY LINE
 - PSE PUBLIC SERVICE EASEMENT
 - (R) RADIAL BEARING REFERENCE
 - (R-1) REFERENCE
 - ③ INDICATES SHEET NUMBER

BASIS OF BEARINGS
THE BASIS OF BEARINGS SHOWN HEREON IS THE BASIS OF BEARINGS SHOWN HEREON IN THE CENTRAL PARKWAY TAKEN AS NORTH 88°50'52" WEST AS SHOWN ON TRACT 8100, FILED FOR RECORD IN BOOK 323 OF MAPS, PAGE 24, ALAMEDA COUNTY RECORDS. ALL DISTANCES SHOWN HEREON ARE GROUND.



0 300 600
SCALE: 1"=300'

TRACT 8563

FRANCIS RANCH, CROAK PROPERTY
A SUBDIVISION OF THE LANDS OF ARROYO GAP IV-3, LLC, A DELAWARE LIMITED LIABILITY COMPANY, AS RECORDED IN DOCUMENT NOS. 2023111606 AND 1024141902, ALAMEDA COUNTY RECORDS
CITY OF DUBLIN
ALAMEDA COUNTY, CALIFORNIA

MACKAY & SOMPS
STATE FURNISHING ENGINEERS
102020088415
OCTOBER 2023

REFERENCES

- (R-1) RECORD OF SURVEY 1005 BK. 16, PG. 37-51, ALAMEDA COUNTY RECORDS
- (R-2) PARCEL MAP 10049 BK. 318, PG. 1-8, ALAMEDA COUNTY RECORDS
- (R-3) RECORD OF SURVEY 1013 BK. 16, PG. 68-69, ALAMEDA COUNTY RECORDS
- (R-4) RECORD OF SURVEY 1675, BK. 25, PG. 31-32, ALAMEDA COUNTY RECORDS
- (R-5) TRACT MAP 8268 BK. 341, PG. 63, ALAMEDA COUNTY RECORDS
- (R-6) TRACT MAP 8100 BK. 325, PG. 24, ALAMEDA COUNTY RECORDS

NOTE:
SEE SHEETS 10 AND 11 FOR ADDITIONAL MAINTENANCE ACCESS EASEMENT AND PUBLIC SERVICE EASEMENT (PSE) INFORMATION

19343.10B

SHEET 11 OF 11

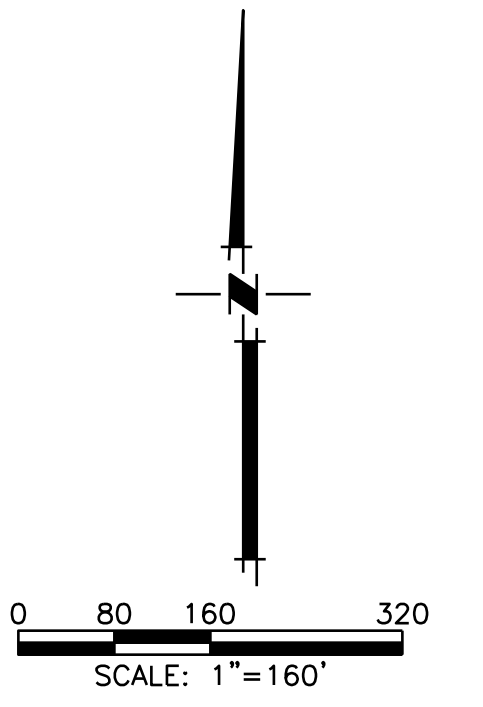
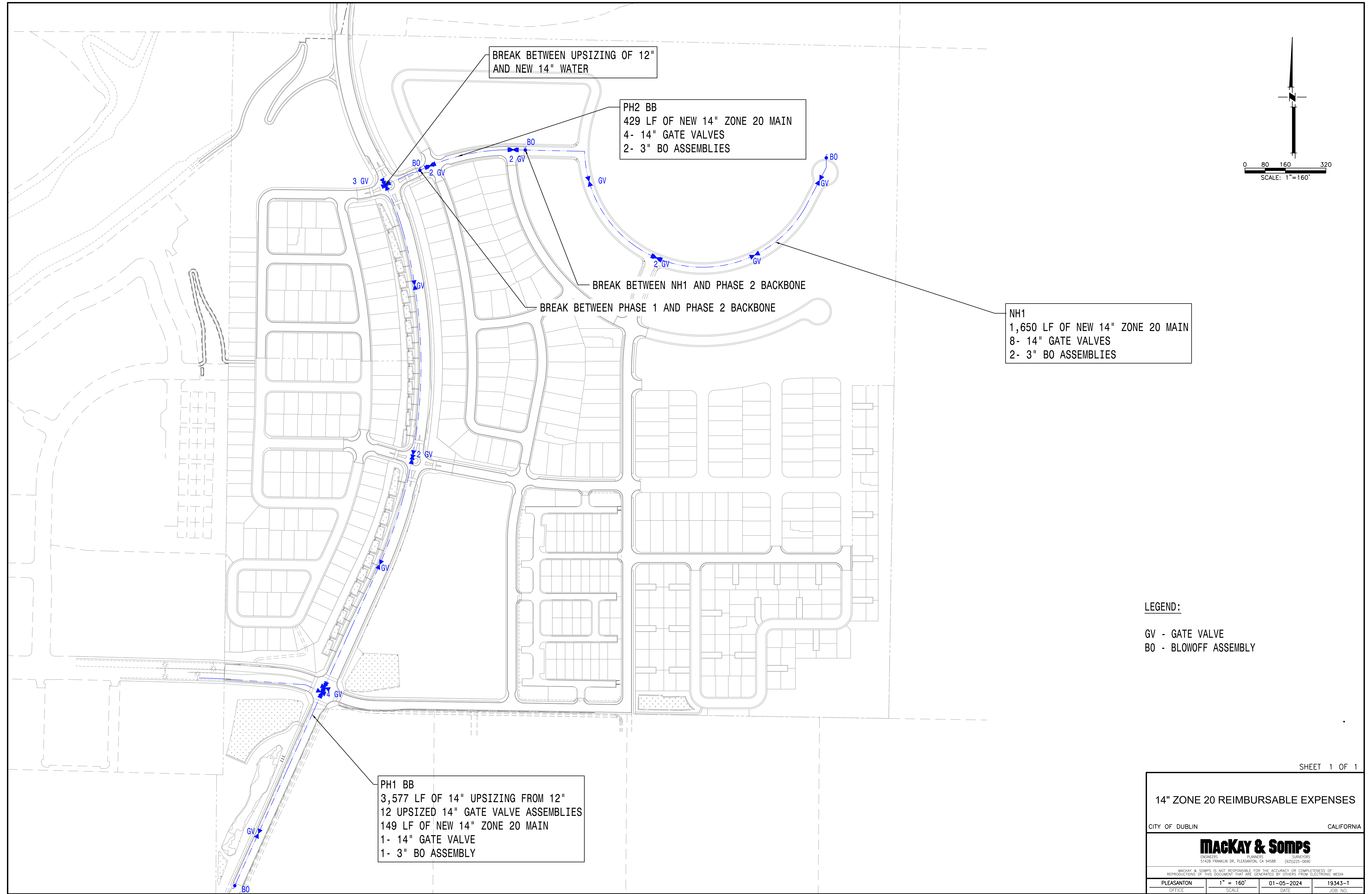
Exhibit B

Potable Water System Improvements

[To be provided once the plans for the Potable Water System Improvements have been mutually approved by the District and Developer]

Exhibit C

Potable Water Pipeline Location



LEGEND:

- GV - GATE VALVE
- BO - BLOWOFF ASSEMBLY

SHEET 1 OF 1

14" ZONE 20 REIMBURSABLE EXPENSES

CITY OF DUBLIN CALIFORNIA

Mackay & Somp
ENGINEERS PLANNERS SURVEYORS
 5142B FRANKLIN DR., PLEASANTON, CA 94588 (925)225-0690

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PLEASANTON OFFICE	1" = 160' SCALE	01-05-2024 DATE	19343-T JOB NO.
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Exhibit D

Anticipated Costs for Potable Water Pipeline Improvements	
Fee Description	Fee Amount
Contracted Construction Costs	
Sanco Pipelines - Backbone Phases 1 & 2	\$ 398,039
Sanco Pipelines - Neighborhood 1	\$ 405,665
Contracted Construction Costs Subtotal	\$ 803,704
Soft Costs	
Civil Engineering Fees	\$ 35,000
DSRSD Inspection and Permit Fees**	\$ 55,383
Bond Cost (Assumes 3 years)	\$ 9,127
Soft Costs Subtotal	\$ 99,511
Subtotal	\$ 903,215
Management Fee (5%)	\$ 45,161
True-Up Contingency (Anticipated 10%)	\$ 90,321
Total:	\$ 1,038,697
<p>*True-up contingency to be determined at the time the final Neighborhood 1 plans are signed. If costs exceed estimate presented here in Exhibit D, Trumark to follow change order procedures as outlined in the Area Wide Facilities Agreement (AWFA) in order for additional costs to qualify for reimbursement.</p> <p>**Inspection and Permit Fees are paid to date of the agreement. Any additional inspection or permit fees ther pertain to the "Potable Water Pipeline Improvements" as defined in the AWFA will not be charged by DSRSD.</p>	

RESOLUTION NO. _____

RESOLUTION OF THE BOARD OF DIRECTORS OF DUBLIN SAN RAMON SERVICES DISTRICT APPROVING AN AMENDMENT TO THE CAPITAL IMPROVEMENT PROGRAM TEN-YEAR PLAN FOR FISCAL YEARS 2024 THROUGH 2033 AND TWO-YEAR BUDGET FOR FISCAL YEARS 2024 AND 2025 TO INCREASE THE BUDGET FOR THE EAST RANCH WATER MAIN – CENTRAL PARKWAY TO SAVANNA COURT PROJECT (CIP 24-W022)

WHEREAS, the Board of Directors approved the District’s Capital Improvement Program (“CIP”) Ten-Year Plan for Fiscal Years 2024 through 2033 (“CIP Plan”) by Resolution No. 26-23 on June 20, 2023, as amended, to serve as a budgetary planning document providing direction and guidance, in accordance with District policies, for the replacement and improvement of existing District facilities and the construction of new facilities; and

WHEREAS, the Board of Directors adopted the current CIP Two-Year Budget for Fiscal Years 2024 and 2025 (“CIP Budget”) by Resolution No. 26-23 on June 20, 2023, as amended, authorizing fund budgets for fiscal years 2024 and 2025 to meet the District’s capital infrastructure needs; and

WHEREAS, the approved CIP Budget includes the East Ranch Water Main – Central Parkway to Savanna Court Project (CIP 24-W022) with an adopted budget of \$500,000; and

WHEREAS, staff recommends an increase to the East Ranch Water Main – Central Parkway to Savanna Court Project (CIP 24-W022) budget by \$628,700, from \$500,000 to \$1,128,700; and

WHEREAS, the fund budgets for fiscal year 2025 remain as adopted.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF DUBLIN SAN RAMON SERVICES DISTRICT, a public agency located in the Counties of Alameda and Contra Costa, California, as follows:

The East Ranch Water Main – Central Parkway to Savanna Court Project (CIP 24-W022) budget is hereby increased by \$628,700 in the CIP Two-Year Budget, from \$500,000 to \$1,128,700, in accordance with the project description sheet attached as Exhibit “A.”

Res. No. _____

ADOPTED by the Board of Directors of Dublin San Ramon Services District, a public agency in the State of California, Counties of Alameda and Contra Costa, at its regular meeting held on the 5th day of November, 2024, and passed by the following vote:

AYES:

NOES:

ABSENT:

Ann Marie Johnson, President

ATTEST: _____
Nicole Genzale, District Secretary

DSRSD CIP 10-Year Plan for FYEs 2024 through 2033

CATEGORY: WATER SYSTEM

Water Expansion (Fund 620)

CIP No. 24-W022 East Ranch Water Main - Central Parkway to Savanna Court
Funding Allocation: 100% 620

Project Manager: Jackie Yee

Status: New Project

Project Summary:

The City of Dublin's East Ranch project proposes the development of 573 residential units on an approximately 165.5-acre site. The developer requires a 12-inch mainline on Croak Road to service the development and will upsize the pipeline to 14-inch as required for the District's Reservoir 20B project. The upsizing of the pipeline will provide transmission of the water to Reservoir 20B and qualifies as major infrastructure according to Infrastructure Responsibilities and Funding Policy (P600-15-3). The work includes creating an Areawide Facility Agreement and coordination with the developer on reimbursement. The District is working with the developer that will construct approximately 4,750 linear feet of 14-inch potable water pipeline and associated appurtenances along Croak Road, between Central Parkway and Mary Way; Mary Way; and Savanna Court.

Anticipated CEQA: Categorical Exemption [CEQA Guideline 15182(c)]

Reference: Eastern Dublin General Plan Amendment and Specific Plain EIR (1993); East Dublin Properties Stage I Development and Annexation Supplemental EIR (2020); Fallon Village Supplemental EIR (2005)

Fund Allocation Basis: Project is required to support future water customers.

10-Year Cash Flow and Estimated Project Cost:

Table with 12 columns: Prior, FYE 24, FYE 25, FYE 26, FYE 27, FYE 28, FYE 29, FYE 30, FYE 31, FYE 32, FYE 33, Future. Values range from 0 to 1,075,842.

Total Estimated Project Cost \$1,128,700
Current Adopted Budget \$500,000
Increase/(Decrease) \$628,700

