



## IMPORTANT NOTICE ABOUT PUBLIC COMMENTS AND MEETING PARTICIPATION

Due to concerns with security of the Zoom format, effective October 10, 2023, **Remote Public Comment will not be accepted. Public comment may be provided in-person or via email, as set forth below.** Members of the public desiring to provide comments as a part of the meeting are encouraged to either submit written comments by 3:00 p.m. prior to the meeting or to attend the meeting in person.

### How to Participate:

**IN PERSON:** Members of the public are invited to attend and participate in Person: **City of Hercules Council Chambers, 111 Civic Drive, Hercules, CA.** **A speaker card must be filled out if you wish to make a public comment. The cards are located on the side table.** Please submit the completed card to the City Clerk.

**VIA ZOOM:** **At this time remote public comment is suspended and will not be accepted.** **To watch and listen only:** Download the Zoom mobile app from the Apple Appstore or Google Play. If you are using a desktop computer, you can test your connection to Zoom by clicking here or go to: <https://www.zoom.us/join>. Zoom also allows you to join by phone at +1-669-900-6833.

**Zoom Webinar ID:** 848 2758 4808 **Zoom Passcode:** 299850

**EMAIL:** Public comments can also be submitted via email to **[emelendez@herculesca.gov](mailto:emelendez@herculesca.gov)**. Please note that emailed comments will not be read aloud by staff. Any public comments received up until 3:00 p.m. of the meeting date will be:

1. distributed to the Council before the meeting,
2. posted online for public inspection and
3. inserted into the meeting record.

As emails containing public meeting comments are part of the official record, note that personal contact information may be published if it is included with your email.

# City of Hercules

111 Civic Drive  
Hercules, CA 94547



## Meeting Agenda

Tuesday, April 9, 2024

7:00 PM

**In-Person in Council Chambers or To Watch or Listen only:**

**Zoom ID: 848 2758 4808**

**Zoom Passcode: 299850**

**Zoom Phone Number: 1-669-900-6833**

### City Council

*Mayor Dan Romero*

*Vice Mayor Dion Bailey*

*Council Member Alex Walker-Griffin*

*Council Member Chris Kelley*

*Council Member Tiffany Grimsley*

*Dante Hall, City Manager*

*Patrick Tang, City Attorney*

*Eibleis Melendez, City Clerk*

See last pages of agenda for information regarding meeting procedures

To view webcast of meetings, live or on demand go to the City's website at [www.ci.hercules.ca.us](http://www.ci.hercules.ca.us)

**I. CLOSED SESSION – CALL TO ORDER - ROLL CALL - NONE**

**II. PUBLIC COMMUNICATION - CLOSED SESSION ITEMS - NONE**

**III. CONVENE INTO CLOSED SESSION**

The Hercules City Council will meet in Closed Session regarding the following - NONE

**IV. REGULAR MEETING – CONVENE TO OPEN SESSION - ROLL CALL - 7:00 P.M.**

**V. REPORT ON ACTION TAKEN IN CLOSED SESSION - NO CLOSED SESSION**

**VI. PLEDGE OF ALLEGIANCE**

**VII. MOMENT OF SILENCE**

**VIII. INTRODUCTIONS/PRESENTATIONS/COMMISSION REPORTS**

**IX. AGENDA ADDITIONS/DELETIONS**

**X. PUBLIC COMMUNICATIONS**

This time is reserved for members of the public to address issues not included in the agenda. In accordance with the Brown Act, Council will refer to staff any matters brought before them at this time, and those matters may be placed on a future agenda.

Individuals wishing to address the City Council are asked to complete a form indicating the name and address of the speaker and the general topic to be addressed. Speakers must make their comments from the podium and will be allowed 3 minutes to discuss their concerns. All public comments are recorded and become part of the public record. A limit of 30 minutes will be devoted to taking public comment at this point in the agenda. If any speakers remain at the conclusion of the initial 30 minute period, time will be reserved at the conclusion of the meeting to take the remaining comments.

**XI. PUBLIC HEARINGS**

**XII. CONSENT CALENDAR**

1. [22-827](#) **Meeting Minutes for the Regular Meeting of March 26, 2024**

Attachments: [Meeting Minutes for the Regular Meeting of March 26, 2024](#)

2. [22-755](#) **Waive Second Reading and Adopt Ordinance Repealing Local Density Bonus Regulations in Hercules Municipal Code and Reference State Density Bonus Law**

**RECOMMENDATION:**

Staff recommends that the City Council adopt Ordinance No. 24-XX (Attachment 2) the proposed amended provisions of Hercules Municipal Code Sections 13-6.100, 13-6.300 and 13-30.420, amending and renumbering Sections 13-30.460 and 13-30.470, repealing Sections 13-30.430, 13-30.440 and 13-30.450 and amending Section 13-60.200 to comply with the State Density Bonus Law and finding the action exempt from the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Section 15061(b)(3).

**Attachments:**     [Staff Report - Density Bonus](#)  
[Attach 1- Draft Ordinance](#)  
[Attach 2 - 24-02 PC Resolution Density Bonus](#)  
[Attach 3 - Legislative History](#)  
[Attach 4- Pending Legislation](#)

3. [22-773](#) **Approve Five Year Extension of the Expiration Date of the Vesting Tentative Map No. 9533 and Waive Second Reading and Adopt Amendment #4 to the Development and Owner Participation Agreement (DOPA 07-01) for the Hill Town Project**

**RECOMMENDATION:**

Staff recommends that the City Council waive second reading and adopt the Hill Town Amendment #4 to extend the term of the Development and Owner Participation Agreement (DOPA 07-01) by and between the City of Hercules and the Santa Clara Valley Housing Group, Inc., authorize the City Manager to execute the amended DOPA if it is substantially similar to the approved draft (Attachment 2A), and approve extension of the Vesting Tentative Map No. 9533 for the Hill Town project, finding that all actions are exempt from the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Section 15061(b)(3).

**Attachments:**     [Staff Report - DOPA Vesting Map Amendment](#)  
[Attach 1 - Draft Ordinance](#)  
[Attach 1A - Draft DOPA Amendment No. 4](#)  
[Attach 2 - PC Resolution Hill Town.docx](#)  
[Attach 3 - Hill Town Development Short History](#)

4. [22-828](#) **Resolution of the City Council Suspending Enforcement of the City's All-Electric Reach Code**  
**RECOMMENDATION:**  
Adopt a resolution suspending enforcement of the City's All-Electric Reach Code (Hercules Municipal Code Section 9-5.04(b))

**Attachments:**     [Staff Report - Suspension of Reach Code \(CLC\)](#)  
                              [Attach 1 - Resolution - Suspension of Reach Code \(CLC\)](#)

5. [22-829](#) **Computer and Electronic Surplus**  
**RECOMMENDATION:**  
Adopt a Resolution declaring certain computer property and electronics as surplus and authorizing the proper disposal of said property.

**Attachments:**     [Staff Report - IT Surplus 2024](#)  
                              [Attach 1 - Resolution - 2024 IT Surplus including Exhibit A](#)

### XIII. DISCUSSION AND/OR ACTION ITEMS

1. [22-830](#) **Resolution of the City Council approving the Project Stabilization Agreement for the City of Hercules and Authorizing the City Manager to Execute the Project Stabilization Agreement with the Contra Costa County Building and Construction Trades Council and Local Unions**  
**RECOMMENDATION:**  
Adopt a resolution approving the Project Stabilization Agreement for the City and Authorizing the City Manager to execute the Project Stabilization Agreement with the Contra Costa County Building and Construction Trades Council and local unions.

**Attachments:**     [Staff Report - Project Stabilization Agreement](#)  
                              [Attach 1 - Resolution Approving the Project Stabilization Agreement](#)  
                              [Exhibit 1 - DOCSNT-#1456651-v1-City of Hercules PSA](#)

2. [22-831](#) **Initiation of FY 2024/25 Landscape and Lighting Assessment District Proceedings**

**RECOMMENDATION:**

It is recommended by City staff that City Council adopt a resolution directing the filing of the Annual Engineer's Reports for the City of Hercules Landscaping and Lighting Assessment District No. 83-2, Victoria by the Bay Landscaping and Lighting Assessment District No. 2002-1, Hercules Village Landscaping and Lighting Assessment District No. 2002-2, Baywood Landscaping and Lighting Assessment District No. 2004-1, and Bayside Landscaping and Lighting Assessment District No. 2005-1 pursuant to the Landscaping and Lighting Act of 1972; and directing staff to begin the process of holding a Proposition 218 election for the Victoria by the Bay Landscaping and Lighting Assessment District No. 2002-1 to ask the property owners of the district to consider an assessment increase.

**Attachments:** [Staff Report - LLADs Resolution of Initiation](#)

[Attach 1 - LLADs Resolution of Initiation](#)

3. [22-833](#) **FY 23-24 Capital Improvement Program Update**

**RECOMMENDATION:**

It is recommended that the City Council receive an update on the status of the FY 23-24 Capital Improvement Program, discuss, and provide direction if any.

**Attachments:** [Staff Report - CIP Update](#)

[Attach 1 - Hercules CIP Program FY23-24 - ADOPTED](#)

[Presentation - Hercules CIP Update FY23-24](#)

4. [22-834](#) **Quarterly Review of Future Agenda Items**

**RECOMMENDATION:**

Staff recommends that the City Council receive the staff report on the quarterly review of future City Council agenda items and provide comments.

**Attachments:** [Staff Report - Quarterly Review of Future Agenda Items](#)

[Attach 1 - Future Agenda Items List](#)

#### XIV. PUBLIC COMMUNICATIONS

This time is reserved for members of the public who were unavailable to attend the Public Communications period during Section X of the meeting, or were unable to speak due to lack of time. The public speaker requirements specified in Section X of this Agenda apply to this Section.

**XV. CITY COUNCIL/CITY MANAGER/CITY ATTORNEY ANNOUNCEMENTS,  
COMMITTEE, SUB-COMMITTEE AND INTERGOVERNMENTAL COMMITTEE REPORTS  
AND FUTURE AGENDA ITEMS**

This is the time for brief announcements on issues of interest to the community. In accordance with the provisions of the Brown Act, matters which do not appear on this agenda but require City Council discussion may be either (a) referred to staff or other resources for factual information or (b) placed on a future meeting agenda.

- 1. Regional Committee**
- 2. City Council Committees and Subcommittees**
- 3. Commission Liaisons**

**XVI. ADJOURNMENT**

The next Regular Meeting of the City Council will be held on Tuesday, April 23, 2024 at 7:00p.m. in the Council Chambers.

Agendas are posted in accordance with Government Code Section 54954.2(a) or Section 54956. Members of the public can view electronic agendas and staff reports by accessing the City website at [www.ci.hercules.ca.us](http://www.ci.hercules.ca.us) and can receive e-mail notification of agenda and staff report postings by signing up to receive an e-notice from the City's homepage. Agendas and staff reports may also be obtained by contacting the City Clerk at (510) 799-8200

(Posted: April 3, 2024)

**INSTRUCTIONS ON HOW TO PARTICIPATE AND WATCH THE HERCULES CITY COUNCIL AND PLANNING  
COMMISSION HYBRID MEETINGS**

Attend in Person: Hercules City Council Chambers – 111 Civic Drive, Hercules, CA 94547

Attend via Zoom Teleconference: Details provided below and zoom webinar login, passcode and phone numbers provided on the agenda cover.

### How to Submit Public Comments

**In Person:** Attend meeting at the Hercules City Council Chambers, fill out a public speaker card located on the side table and submit it to the City Clerk.

**Via Zoom:** At this time remote public comment is suspended and will not be accepted. To watch and listen only Download the Zoom mobile app from the Apple Appstore or Google Play. If you are using a desktop computer, you can test your connection to Zoom by clicking here or go to: <https://www.zoom.us/join>. Zoom also allows you to join by phone at +1-669-900-6833 or +1-929-205-6099 or +1-253-215-8782.

**Written Comments Submitted Electronically:** All comments received before 3:00 p.m. the day of the meeting will be provided to the City Council prior to the meeting and posted to the City's agenda website and located by clicking on the "meeting details" tab. Written comments received after 3:00 p.m. will be provided to City Council and posted to the agenda website the following day. Written comments will not be read aloud during the meeting. Email comments to [emelendez@ci.hercules.ca.us](mailto:emelendez@ci.hercules.ca.us). Please indicate which item on the agenda you are commenting on in the subject line of your email.

**Written comments submitted in person or via mail:** Additional ways to provide your public comment is to either drop off your comment in person to the front desk receptionist located in the City Hall lobby or to mail your comment to City of Hercules, ATTN: City Clerk – Public Comment (Meeting Date), 111 Civic Drive, Hercules, CA 94547 in time to reach the City Clerk no later than 3:00 p.m. on the day of the meeting or you can submit your comment by telephone by calling (510) 799-8208 no later than 3:00 p.m. on the meeting date.

If you need assistance with public comment, please contact: Eibleis Melendez City Clerk at [emelendez@herculesca.gov](mailto:emelendez@herculesca.gov) or by calling (510) 799-8208.

All public comments will become part of the official meeting record. As email containing public meeting comments are part of the official record, note that personal contact information may be published if it is included with your email. The City cannot guarantee that its network and/or the website will not be uninterrupted. To ensure that the City Council receives your written comments, you are strongly encouraged to submit your comments in writing in advance of the meeting by 3:00 p.m. on the day of the Council or Commission meeting.

### OTHER WAYS TO WATCH THE MEETING

**Live on Channel 28:** City Council meetings will replay the following Thursday at 7:00 p.m. and Saturday at 1:00 p.m. Planning Commission meetings will replay the following Wednesday at 7:00 p.m. and Saturday at 9:00 a.m.

**Video Streamed Live on the City's Website:**

To view City Council and Planning Commission meeting videos online go to: Hercules Meeting Videos.

Instructions to view Live or On-Demand Videos from the City's website:

1. Go to: Hercules Meeting Videos or <https://hercules.legistar.com/calendar.aspx>.
2. Locate the desired meeting and date.
3. Click the associated "Video" link (Video status is as follows):
  - Video = Video is available for on demand viewing.
  - In Progress = Video is available for viewing during live recording.
  - Not Available = Video is either unavailable or has not been recorded.

**THE HERCULES CITY COUNCIL ADHERES TO THE FOLLOWING POLICIES, PROCEDURES AND REGULATIONS REGARDING CITY COUNCIL MEETINGS**

1. SPECIAL ACCOMMODATIONS: In compliance with the Americans with Disabilities Act, if you require special accommodations to participate at a City Council meeting, please contact the City Clerk at 510-799-8208 at least 48 hours prior to the meeting.
2. AGENDA ITEMS: Persons wishing to add an item to an agenda must submit the final written documentation 12 calendar days prior to the meeting. The City retains the discretion whether to add items to the agenda. Persons wishing to address the City Council otherwise may make comments during the Public Communication period of the meeting.
3. AGENDA POSTING: Agendas of regular City Council meetings are posted at least 72 hours prior to the meeting at City Hall, the Hercules Swim Center, Ohlone Child Care Center, and on the City's website ([www.ci.hercules.ca.us](http://www.ci.hercules.ca.us)),
4. PUBLIC COMMUNICATION: Persons who wish to address the City Council should complete the speaker form prior to the Council's consideration of the item on the agenda.

Anyone who wishes to address the Council on a topic that is not on the agenda and is relevant to the Council should complete the speaker form prior to the start of the meeting. Speakers will be called upon during the Public Communication portion of the meeting. In accordance with the Brown Act, the City Council may not take action on items not listed on the agenda. The Council may refer to staff any matters brought before them at this time and those matters may be placed on a future agenda.

In the interests of conducting an orderly and efficient meeting, speakers will be limited to three (3) minutes. Anyone may also submit written comments at any time before or during the meeting.

5. CONSENT CALENDAR: All matters listed under Consent Calendar are considered to be routine and will be enacted by one motion. There will be no separate discussion of these items unless requested by a member of the Council or a member of the public prior to the time the City Council votes on the motion to adopt.
6. LEGAL CHALLENGES: If you challenge a decision of the City Council in court, you may be limited to raising only those issues you or someone else raised at the meeting or in written correspondence delivered at, or prior to, the meeting. Actions challenging City Council decisions shall be subject to the time limitations contained in Code of Civil Procedure Section 1094.6.

**CONSENT CALENDAR  
AGENDA ITEMS**

- 1. 22-827**
- 2. 22-755**
- 3. 22-773**
- 4. 22-828**
- 5. 22-829**



# City of Hercules

22-827

111 Civic Drive  
Hercules, CA 94547

## Meeting Minutes

### City Council

*Mayor Dan Romero*  
*Vice Mayor Dion Bailey*  
*Council Member Alex Walker-Griffin*  
*Council Member Chris Kelley*  
*Council Member Tiffany Grimsley*

*Dante Hall, City Manager*  
*Patrick Tang, City Attorney*  
*Eibleis Melendez, City Clerk*

Tuesday, March 26, 2024

7:00 PM

**In-Person in Council Chambers or To Watch or Listen only:**

**Zoom ID: 886 0902 6036**

**Zoom Passcode: 422194**

**Zoom Phone Number: 1-669-900-6833**

#### **I. CLOSED SESSION – CALL TO ORDER - ROLL CALL - NONE**

NONE

#### **II. PUBLIC COMMUNICATION - CLOSED SESSION ITEMS - NONE**

NONE

#### **III. CONVENE INTO CLOSED SESSION**

NONE

The Hercules City Council will meet in Closed Session regarding the following:  
NO CLOSED SESSION

#### **IV. REGULAR MEETING – CONVENE TO OPEN SESSION - ROLL CALL - 7:00 P.M.**

Vice Mayor Bailey was initially marked absent. He joined the Council meeting at 7:08 P.M.

**Present:** 5 - Council Member C. Kelley, Council Member T. Grimsley, Council Member A. Walker-Griffin, Mayor D. Romero, and Vice Mayor D. Bailey

#### **V. REPORT ON ACTION TAKEN IN CLOSED SESSION- NO CLOSED SESSION**

NONE

#### **VI. PLEDGE OF ALLEGIANCE**

The Pledge of Allegiance was led by Council Member Grimsley.

**VII. MOMENT OF SILENCE**

NONE

**VIII. INTRODUCTIONS/PRESENTATIONS/COMMISSION REPORTS**

Mayor Romero would like to acknowledge the following for the Month of April -

**National Library Week - April 7th- 13th**

**National Volunteer Month**

**National Volunteer Week April 21-27th**

**The Herculean Mile Award Winners**

**Karen and Tony Sanchez**

**Jeanne Krall**

Mayor Romero read the list of acknowledgements for the upcoming month of April.

Parks & Recreation Director, Christopher Roke, provided background on the Herculean Mile Award. Mayor Romero presented the awards to Karen and Tony Sanchez and Jeanne Krall. The award winners provided comment. Council provided comment and thanked the award winners for their service. Pictures were taken.

1. [22-818](#) Proclamation Recognizing Janette Lares- Miss Hercules and Miss CA. Earth 2022

**Attachments:** [Proclamation- Miss Hercules Janette Lares](#)

Mayor Romero presented the proclamation. Ms. Lares provided comment. Council provided comment and thanked her for her contribution and dedication to the City of Hercules. Pictures were taken.

**IX. AGENDA ADDITIONS/DELETIONS**

NONE

**X. PUBLIC COMMUNICATIONS**

Senior Community Library Manager, Alison Peters, provided a Library update and promoted National Library week and other upcoming events.

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Individuals wishing to address the City Council are asked to complete a form indicating the name and address of the speaker and the general topic to be addressed. Speakers must make their comments from the podium and will be allowed 3 minutes to discuss their concerns. All public comments are recorded and become part of the public record. A limit of 30 minutes will be devoted to taking public comment at this point in the agenda. If any speakers remain at the conclusion of the initial 30 minute period, time will be reserved at the conclusion of the meeting to take the remaining comments.

## XI. PUBLIC HEARINGS

1. [22-810](#) Five Year Extension of the Expiration Date of the Vesting Tentative Map No. 9533 and Amendment #4 to the Development and Owner Participation Agreement (DOPA 07-01) for the Hill Town Project

### RECOMMENDATION:

Staff recommends that the City Council approve adoption of Hill Town Amendment #4 to extend the term of the Development and Owner Participation Agreement (DOPA 07-01) by and between the City of Hercules and the Santa Clara Valley Housing Group, Inc. and authorize the City Manager to execute the amended DOPA if it is substantially similar to the approved draft (Attachment 2A), to extend the expiration date of the Vesting Tentative Map No. 9533 for the Hill Town project and finding the actions are exempt from the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Section 15061(b)(3).

**Attachments:** [Staff Report - DOPA & Vesting Map Amendment](#)

[Attach 2 - Draft Ordinance](#)

[Attach 2A - Draft DOPA Amendment No. 4](#)

[Attach 3 - PC Resolution Hill Town.docx](#)

[Attach 4 - Hill Town Development Short History](#)

City Manager, Dante Hall, introduced the item. Community Development Director, Tim Rood, presented the item. Cory Kusich and Matthew Schott, representatives from Santa Clara Valley Housing Group, were in attendance to respond to questions. Council asked questions and provided comment. Direct Rood provided a response. Mayor Romero opened the Public Hearing. No public comment. Mayor Romero closed the Public Hearing. Action was taken on this item.

**MOTION: A motion was made by Council Member Kelley, seconded by Council Member Grimsley, to adopt Ordinance 24-020. The motion carried by the following vote:**

**Aye:** 5 - Council Member C. Kelley, Council Member T. Grimsley, Council Member A. Walker-Griffin, Mayor D. Romero, and Vice Mayor D. Bailey

2. [22-811](#) Repeal Local Density Bonus Regulations in Hercules Municipal Code and Reference State Density Bonus Law

**RECOMMENDATION:**

Staff recommends that the City Council adopt Ordinance No. 24-XX (Attachment 2) the proposed amended provisions of Hercules Municipal Code Sections 13-6.100, 13-6.300 and 13-30.420, amending and renumbering Sections 13-30.460 and 13-30.470, repealing Sections 13-30.430, 13-30.440 and 13-30.450 and amending Section 13-60.200 to comply with the State Density Bonus Law and finding the action exempt from the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Section 15061(b)(3).

**Attachments:** [Staff Report - Density Bonus](#)  
[Attach 2 - Draft Ordinance](#)  
[Attach 3 - 24-02 - PC Resolution Density Bonus](#)  
[Attach 4 - Legislative History](#)  
[Attach 5 - Pending Legislation](#)

City Manager, Dante Hall, introduced the item. Community Development Director, Tim Rood, presented the item. Council asked questions and provided comment. Direct Rood provided a response. Mayor Romero opened the Public Hearing. No public comment. Mayor Romero closed the Public Hearing. Action was taken on this item.

**MOTION: A motion was made by Vice Mayor Bailey, seconded by Council Member Walker-Griffin, to adopt Ordinance 551. The motion carried by the following vote:**

**Aye:** 5 - Council Member C. Kelley, Council Member T. Grimsley, Council Member A. Walker-Griffin, Mayor D. Romero, and Vice Mayor D. Bailey

**XII. CONSENT CALENDAR**

**MOTION: A motion was made by Council Member Kelley, seconded by Council Member Grimsley, to approve the Consent Calendar. The motion carried by the following vote:**

**Aye:** 5 - Council Member C. Kelley, Council Member T. Grimsley, Council Member A. Walker-Griffin, Mayor D. Romero, and Vice Mayor D. Bailey

1. [22-817](#) Meeting Minutes for the Special Meeting of March 12, 2024

**Attachments:** [Meeting Minutes for the Special Meeting of March 12, 2024](#)

APPROVED

**XIII. DISCUSSION AND/OR ACTION ITEMS**

1. [22-814](#) CCTA Feasibility Study Update for Expanded Ferry Service in Contra Costa County - Hercules Location  
**RECOMMENDATION:**  
 It is recommended that the City Council receive a status update from Contra Costa County Transportation Authority (CCTA) Executive Director

Tim Haile on the draft Ferry Feasibility Study for the Hercules location and discuss the information provided.

**Attachments:** [Staff Report - Ferry Feasibility](#)  
[Presentation - Feasibility Study for Expanded Ferry Service](#)

City Manager, Dante Hall, introduced the item. Tim Haile, Executive Director for Contra Costa Transportation Authority(CCTA), presented the item. Council asked questions and provided comment. Director Haile provided a response.No public comment. No action was taken on this item.

2. [22-813](#)

Contra Costa Countywide Smart Signals Project

RECOMMENDATION:

It is recommended that the City Council receive a presentation from Contra Costa County Transportation Authority (CCTA) Planning Director John Hoang on the Contra Costa Countywide Smart Signals Project including within the City of Hercules and discuss the information provided.

**Attachments:** [Staff Report - Countywide Signal Project](#)  
[Presentation - Contra Costa Countywide Smart Signals](#)

City Manager, Dante Hall, introduced the item. John Huang, Planning Director for Contra Costa Transportation Authority(CCTA), presented the item. Council asked questions and provided comment. Director Huang provided a response. No public comment. No action was taken on this item.

3. [22-812](#)

Draft Fiscal Year 2024-25 Capital Projects Proposed Budget and Ten-Year Capital Improvement Projects (CIP) Plan

RECOMMENDATION:

City Council receive a report and the Draft Fiscal Year (FY) 2024-25 Proposed Budget and Ten-Year CIP plan to discuss and provide direction to staff regarding future funding options as recommended below:

1. Capital Grants
2. General Fund Reserve
3. Bond Financing

**Attachments:** [Staff Report - Ten Year CIP](#)  
[Attach 1 - Summary of Completed Projects and PY Carrovers](#)  
[Attach 2 - Summary of CIP Spending Plan FY 2024-2034](#)  
[Attach 3 - Ten Year CIP - Facility Category](#)  
[Attach 4 - Ten Year CIP - Street Category](#)  
[Attach 5 - Ten Year CIP - Sewer Category](#)  
[Attach 6 - Ten Year CIP - Parks Category](#)  
[Attach 7 - Ten Year CIP - Transportation Category](#)  
[Presentation - Bond Financing Options](#)

City Manager, Dante Hall, introduced the item. Public Works Director, Mike Roberts, Finance Director, Edwin Gato and Wing-Sing Fox, from Urban Futures presented. Council asked questions and provided comment. Ms. Fox, Director Roberts, Director Gato and City Manager Hall provided a response. No public comment. Council requested that Staff come back with information on all of the options at a future meeting. No action was taken on this item.

4. [22-815](#)

Victoria by the Bay Landscaping and Lighting Assessment District - Implementing Strategy to Balance the Budget and Eliminate the Fund Deficit.

RECOMMENDATION:

It is recommended that City Council:

a) Receive a report from staff on the follow-up items from the February 27, 2024 Council meeting; and

b) Direct staff by minute order to begin preparing documents for a Proposition 218 property owner ballot proceeding to increase assessment rates for the Victoria by the Bay Landscaping and Lighting Assessment commencing Fiscal Year 2024/25 to balance the budget and eliminate the cumulative fund deficit over a 10-year period, to be considered for approval at a future Council meeting during the regularly scheduled, annual LLAD assessment approval process; and

c) Select by minute order the cessation of irrigation and maintenance of the landscaping on residential streets, excepting trees, as the preferred cost-cutting option to balance the budget and eliminate the deficit over a 10-year period, should the Proposition 218 proceedings to increase the assessments not pass, and authorize staff to communicate the same to property owners in advance of said proceedings; and

d) Authorize staff by minute order to include the funding of a Lighting and Landscaping Program Supervisor in the Fiscal Year 2024/25 Budget to be considered for approval at a future Council meeting as part of the annual budget adoption process.

**Attachments:** [Staff Report - Victoria by the Bay LLAD](#)

[Attach 1 - February 27th Staff Report - Victoria by the Bay LLAD](#)

City Manager, Dante Hall, Introduced the item. Public Works Director, Mike Roberts, presented. Ed Espinoza, from Francisco and Associates, was in attendance to answer questions. Council asked questions and provided comment. Director Roberts, Mr. Espinoza and City Manager Hall provided a response. No public comment. Action was taken on this item. This action provided Staff direction.

**MOTION:** A motion was made by Vice Mayor Bailey, seconded by Council Member Kelley, to direct Staff to do the following: Proceed with the 2018 process, following the schedule outlined by Staff. At a future meeting, come back to Council with a detailed job description for the Landscape Program Supervisor Position. Lastly, if Proposition 218 does not pass, Council will decide when the water gets turned off.

#### **XIV. PUBLIC COMMUNICATIONS**

NONE

This time is reserved for members of the public who were unavailable to attend the Public Communications period during Section X of the meeting, or were unable to speak due to lack of time. The public speaker requirements specified in Section X of this Agenda apply to this Section.

#### **XV. CITY COUNCIL/CITY MANAGER/CITY ATTORNEY ANNOUNCEMENTS, COMMITTEE, SUB-COMMITTEE AND INTERGOVERNMENTAL COMMITTEE REPORTS AND FUTURE AGENDA ITEMS**

**This is the time for brief announcements on issues of interest to the community. In accordance with the provisions of the Brown Act, matters which do not appear on this agenda but require City Council discussion may be either (a) referred to staff or other resources for factual information or (b) placed on a future meeting agenda.**

- 1. Regional Committee**
- 2. City Council Committees and Subcommittees**
- 3. Commission Liaisons**

There were no announcements from City Manager, Dante Hall or City Attorney Christie Crawl.

##### **1. Regional Committee**

Council Member Kelly reported out on the March WestCat meeting, Contra Costa Transportation Authority Meeting and the West Contra Costa Transportation Advisory Committee(WCCTAC) meeting. Vice Mayor Bailey reported out on the MCE Board meeting.

##### **2. City Council Committees and Subcommittees**

No reports were provided

##### **3. Commission Liaisons**

No reports were provided

##### **Community Events-**

Council Members reported out on events they attended throughout the City and County.

##### **Future Agenda Items Requests-**

There were no future agenda items requests

**XVI. ADJOURNMENT**

Mayor Romero adjourned the meeting at 10:57 P.M.

\_\_\_\_\_  
Dan Romero, Mayor

Attest:

\_\_\_\_\_  
Eibleis Melendez, City Clerk

**CONSENT CALENDAR  
AGENDA ITEM  
2. 22-755**



## STAFF REPORT TO THE CITY COUNCIL

**DATE:** Regular Meeting of April 9, 2024

**TO:** Mayor and Members of the City Council

**VIA:** Dante Hall, City Manager

**SUBMITTED BY:** Timothy Rood, AICP, Community Development Director

**SUBJECT:** Waive Second Reading and Adopt Ordinance Repealing Local Density Bonus Regulations in Hercules Municipal Code and Reference State Density Bonus Law

### RECOMMENDED ACTION:

Staff recommends that the City Council waive second reading and adopt Ordinance No. 24-XX (Attachment 2) amending provisions of Hercules Municipal Code Sections 13-6.100, 13-6.300 and 13-30.420, amending and renumbering Sections 13-30.460 and 13-30.470, repealing Sections 13-30.430, 13-30.440 and 13-30.450 and amending Section 13-60.200 to comply with the State Density Bonus Law and finding the action exempt from the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Section 15061(b)(3).

### PLANNING COMMISSION RECOMMENDATION AND COUNCIL INTRODUCTION:

On March 4, 2024, at their regularly scheduled meeting, the Planning Commission approved Resolution No. 24-02 (Attachment 3), recommending City Council approval of the amended provisions of the Hercules Municipal Code to comply with the State Density Bonus Law.

At its March 26, 2024 regular meeting, the City Council waived first reading and introduced the proposed Ordinance with a vote of 5-0.

## **BACKGROUND:**

The City of Hercules regulates and implements the State of California Density Bonus Law (SDBL). The current standards in the Municipal Code allow a sliding scale of density bonuses and the granting of concessions based on the amount and type of affordable housing that is provided, an unlimited number of waivers or reductions of local regulations, and parking reductions based on unit size.

Between 2018 and 2023, the State amended the SDBL 10 times (Attachment 4), so it has been challenging for cities to keep up with required updates to local density bonus ordinances. This proposal would amend the Municipal Code to be consistent with, and refer to, updated State law. The proposal contains the most up-to-date regulations regarding density bonus opportunities.

Since 2021, the City has been receiving housing-related technical assistance through the Association of Bay Area Governments (ABAG) as part of the Regional Early Action Planning (REAP) Grant Program from the State Housing and Community Development Department (HCD). The Contra Costa County Collaborative (C4) meets monthly to discuss housing-related topics, including completing and certifying housing elements, the implementation and complying with evolving State laws.

Recently, several Contra Costa County agency staff discussed repealing their local density bonus regulations/ordinances and adopting references to State law. This approach streamlines local implementation and eliminates the need for numerous amendments to the Zoning Ordinance as State law is amended in the future.

The State Density Bonus Law (SDBL) was adopted in 1976 to address California's affordable housing needs. The SDBL required local agencies to allow increased density, reduced standards, and development incentives based upon the number and type of affordable housing units proposed. Over time, the law has been expanded to include housing for households at a wider range of income levels and with specialized needs (for example seniors, students, foster youth, formerly homeless persons, and disabled veterans).

The SDBL applies to housing projects, including mixed-use developments, new subdivisions, and common-interest developments. Density bonuses and associated incentives and concessions are intended to offset the financial burden of constructing affordable units. The density bonus and associated concessions are based upon the amount and type of affordable units provided.

Qualifying residential projects which set aside a certain percentage of units for affordable residents may be eligible for one or more of the following under SDBL:

- **Density Bonus:** An increase above the maximum allowed density permitted in the General Plan Land Use Element or Zoning Code. The amount of the bonus depends upon the quantity of affordable units and the level of affordability.
- **Incentives/Concessions:** Modifications to City development standards that result in actual and identifiable cost reductions to provide for affordable housing costs or rents. The number of required incentives is based on the percentage of affordable units provided in the qualifying project. For example, developers may ask for increased height above that allowed by the zoning regulations to accommodate the additional units granted in a density bonus.
- **Reductions/Waivers:** Modification to City development standards that would physically prevent the construction of a housing development at the density permitted with a bonus and any concessions, except where the waiver would cause a public health or safety concern, harm historical property, or would be contrary to the law. There is no limit to the number of reductions/waivers that may be requested. For example, applicants may request decreased setbacks and/or increased floor area ratio and/or waiver of hillside regulations that would preclude a qualifying project from being constructed at the proposed density.
- **Reduced Parking Ratios -** Parking ratios are defined based on unit size:
  - Zero to one bedroom: one on-site parking space per unit;
  - Two to three bedrooms: one and one-half on-site parking spaces per unit; and,
  - Four or more bedrooms: two and one-half parking spaces per unit.

## **ANALYSIS:**

### ***Existing Density Bonus Ordinance***

Hercules Municipal Code Sections 13-30.420 *Purpose and Applicability*, 13-30.430 *Calculations*, and 13-30.440 *Incentives and Concessions* include the Residential Density Bonus standards. The last update to this portion of the City of Hercules Residential Density Bonus standards was in 2015, and it is therefore out of compliance with current State Density Bonus Law.

The SDBL includes much of the information that is currently included in Hercules Municipal Code, but it also includes additional definitions and options that have not yet been adopted by the City. For example, the SDBL now provides density bonus options for the construction of student housing, shared housing, and housing for transitional foster youth, disabled veterans, and homeless persons.

### ***Proposed Ordinance***

Staff proposes to repeal and replace the existing density bonus regulations with the Ordinance attached to this staff report. The new regulations would adopt the SDBL by reference and identify when the regulations apply. The draft ordinance also contains requirements related to physical constraints and parking reductions, outlines application

requirements, and specifies the approval process for density bonus projects. The draft ordinance also acknowledges that future State law amendments may occur.

In future years, as the legislature continues to amend and/or refine SDBL (Attachment 5), the Hercules Municipal Code will remain consistent with State law, and the City will avoid frequent zoning updates. In addition, by referencing State law, City staff will find it easier to process applications and communicate relevant regulations to applicants, the public, and appointed/elected officials.

## **ENVIRONMENTAL DETERMINATION**

The proposed ordinance is exempt from the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Section 15061(b)(3) – Common Sense Exemption in that the proposed ordinance would only establish and clarify administrative processes and would not facilitate new construction or other groundbreaking activities. It can be seen with certainty that there is no possibility that the ordinance would result in either a direct physical change to the environment or a reasonably foreseeable indirect physical change to the environment. Further, none of the circumstances described in CEQA Guidelines Section 15300.2 applies.

## **FISCAL IMPACT OF RECOMMENDATION:**

There are no direct fiscal impacts associated with this item.

## **ATTACHMENTS:**

- Staff Report – Density Bonus Regulations
- Attachment 1 – Draft Ordinance
- Attachment 2 – Planning Commission Resolution No. 24-02
- Attachment 3 –Legislative History Summary (2019-2022)
- Attachment 4 –Summary of Pending (2023-2024) Legislation

CITY OF HERCULES ORDINANCE NO. \_\_\_\_\_

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF HERCULES AMENDING PROVISIONS OF HERCULES MUNICIPAL CODE SECTIONS 13-6.100, 13-6.300 AND 13-30.420, AMENDING AND RENUMBERING SECTIONS 13-30.460 AND 13-30.470, REPEALING SECTIONS 13-30.430, 13-30.440 AND 13-30.450 AND AMENDING SECTION 13-60.200 TO COMPLY WITH THE STATE DENSITY BONUS LAW AND FINDING THE ACTION EXEMPT FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA).**

**WHEREAS**, California’s State Density Bonus Law (Government Code §§ 65915 et seq.; “SDBL”) encourages developers to build affordable housing (e.g., very low-, low- and moderate-income units) by requiring cities to grant a density bonus, concessions, incentives, and waivers of developments standards for projects that commit certain percentages of their units to affordable housing; and

**WHEREAS**, California Government Code § 65915(a) requires that local governments adopt an ordinance that specifies how compliance with SDBL will be implemented; and

**WHEREAS**, Sections 13-6.100, 13-6.300, 13-30.420, 13-30.430, 13-30.440, 13-30.450, 13-30.460 and 13-30.470 of the Hercules Municipal Code contain regulations implementing the SDBL; and

**WHEREAS**, Hercules Municipal Code Sections 13-6.100, 13-6.300, 13-30.420, 13-30.430, 13-30.440, 13-30.450, 13-30.460 and 13-30.470 were last amended to comply with the SDBL via Ordinance No. 484, adopted on February 10, 2015; and

**WHEREAS**, this ordinance (“Ordinance”) amends Hercules Municipal Code Sections 13-6.100, 13-6.300 and 13-30.420, amends and renumbers Sections 13-30.460 and 13-30.470 and repeals Sections 13-30.430, 13-30.440 and 13-30.450 to adopt the State Density Bonus Law by reference. As amended and renumbered by this Ordinance, Hercules Municipal Code Sections 13-30.420, 13-30.430 and 13-30.440 will provide density bonuses and other affordable housing incentives required by SDBL (including but not limited to Government Code § 65915 et seq.); and

**WHEREAS**, adopting the SDBL by reference will ensure the Municipal Code remains current whenever the State Legislature amends the SDBL; and

**WHEREAS**, the Planning Commission did hold a properly noticed public hearing on March 4, 2024 to consider the proposed Text Amendment and did hear and use its independent judgement to consider all said reports, recommendations and testimony hereinabove set forth; and

**WHEREAS**, the Planning Commission at its March 4, 2024 meeting passed Resolution #24-02 recommending City Council adoption of an ordinance to modify the Hercules Zoning Ordinance as proposed in order to comply with SDBL; and

**WHEREAS**, on March 26, 2024, the City Council held a duly noticed public hearing to consider the proposed Ordinance related to density bonus, received the staff report and staff presentation, received comments from the public and interested parties and discussed the matter, and voted 5-0 to waive first reading and introduce the Ordinance; and

**WHEREAS**, all legal prerequisites to the adoption of the Ordinance have occurred.

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF HERCULES DOES HEREBY ORDAIN AS FOLLOWS:**

**SECTION 1. Recitals.** The City Council hereby incorporates the above recitals into this Ordinance by this reference.

**SECTION 2. Amendment.** Deletions to the Hercules Municipal Code are shown in strikethrough. Additions are shown in bold/underline. The City Council of the City of Hercules does hereby amend Hercules Municipal Code Sections 13-6.100, 13-6.300, 13-30.420 and 13-60.200, amends and rennumbers Hercules Municipal Code Sections 13-30.460 and 13-30.470 and repeals Hercules Municipal Code Sections 13-30.430, 13-30.440 and 13-30.450 to read as follows:

## **Hercules Municipal Code**

### **TITLE 13. ZONING ORDINANCE**

#### **Chapter 13-6. Residential Districts**

##### **Sec. 13-6.100 Specific Purposes.**

1. In addition to the general purposes listed in Section 13-5.100, the specific purposes of the residential districts are to:

A. Reserve appropriately located areas for family living at a reasonable range of population densities consistent with the General Plan and sound standards of public health and safety.

B. Ensure adequate light, air, privacy, and yard/open space for each dwelling unit and protect residents from public safety hazards and other harmful environmental effects.

C. Preserve as many of the desirable characteristics of single-family residential districts as possible while allowing for associated residential uses such as daycare, rooming and boarding, home occupations, second residential units to the extent that substantial adverse impacts are not caused to adjacent residences.

D. Promote safe and well-designed neighborhoods and encourage new residential development to have an internal circulation system, including pedestrian walkways, bikeways, and access to transit facilities. Ensure provision of public services and facilities to support existing and planned residential densities.

E. Reserve appropriate areas for multifamily dwellings that may be located and designed to be compatible with adjacent land uses and residences.

F. Encourage development of innovative types of housing, including co-housing, congregate care facilities, and other types of housing that may provide low cost alternatives to typical market-rate housing.

G. Encourage provision of affordable housing units, especially for single persons, single parents, elderly and young families. Provide well-designed, well-built housing units for low- and moderate-income households in mixed-density developments, including planned developments (PDs), avoiding a concentration in any limited area.

H. Provide additional affordable senior citizen housing. Encourage provision of senior housing by considering density bonuses up to ~~General Plan maximum~~ where senior projects are desirable and compatible with special senior needs.

I. Allow for public and quasi-public land uses to complement residential development within close access such as schools, churches and daycare facilities; provided, that substantial adverse impacts such as traffic congestion, increased noise (ambient or episodic) or full use of available on-street parking, or other similar impacts are not caused on nearby residences.

2. The additional purposes of each residential zoning district are:

A. RS-E Residential Single-Family Estate. To provide sites for estate homes on larger lots to be developed with custom built and individually designed homes with

a gross density of 1 or 2 units per acre and a minimum parcel size of 0.5 acre. Specific densities are assigned on the Zoning Map.

B. RS-L Residential Single-Family Low Density. To provide areas for single-family housing on smaller lots that will generally be developed as part of a larger planned subdivision where a limited number of models of varied exterior designs are built in a random pattern on individual lots with a gross density of 2 to 7 units per acre and a minimum parcel size of 6,000 square feet unless a smaller lot size is allowed by an approved planned development (PD).

C. RM-L Residential Multifamily Low Density. To provide sites for low density multifamily housing such as townhouses, condominiums and apartments, and medium density single-family housing that incorporate good design and amenities with a gross density up to 12 units per acre (midrange density of 9 units per acre). The minimum parcel size for multifamily housing is 3 acres. The minimum lot size for single-family housing is 4,000 square feet unless a smaller lot size is allowed by an approved planned development (PD).

D. RM-M Residential Multifamily Medium Density. To provide sites for medium density multifamily housing such as townhouses, condominiums and apartments that incorporate good design and amenities with a gross density of 12 to 30 units per acre (midrange density of 20 units per acre) and a minimum parcel size of 5 acres.

E. RM-H Residential Multifamily High Density. To provide sites for high density multifamily housing, typically located near public transit centers, adequate streets, shopping centers or other high activity areas and that incorporate good design and amenities with a gross density of 30 to 55 units per acre (midrange density of 42 units per acre) and a minimum parcel size of 15 acres. [Ord. 544 § 3, 2023; Ord. 543 § 3, 2023; Ord. 515 § 2, 2018; ZO § 6.100.]

### **Sec. 13-6.300 Performance Standards.**

The standard performance standards for development specified in Chapter 13-31 shall be met. In addition, the following specific performance standards shall be met:

1. Residential streets shall be designed in relation to the needed capacity and the adjoining housing patterns while discouraging through traffic on local streets.

2. Existing residential structures of architectural or historic significance are to be restored and maintained.
3. New residential areas shall be designed to avoid conflict with major streets or thoroughfares, and should provide access to transit facilities to encourage safe and convenient alternatives to private auto.
4. Multifamily residential land shall be developed with a balance of open space, landscaping, and recreational amenities and should be easily accessible to commercial and recreational areas and public transportation.
5. Upon reinstatement of the inclusionary housing ordinance, new residential development shall include a minimum 10 percent of the total number of units for affordable housing. No in-lieu fees will be accepted by the City unless the developer can establish extraordinary circumstances for not providing affordable housing or unless an agreement predating the adoption of the 1996 General Plan Amendment provides otherwise.

A density bonus up to ~~35 percent over the maximum General Plan designation~~ may be provided, along with the waiver of fees and the relaxation of development standards, in exchange for low income or senior housing provided, as per Section 65915 of the California Government Code, **as may be amended** and Sections ~~13-30.420 through 13-30.470~~ (Residential Density Bonuses). ~~In order to encourage the development of lower income housing units, the waiver of fees and the relaxation of development standards may be considered by the City in return for commitments to provide lower income housing.~~

~~6. Affordable senior housing projects with density bonuses up to General Plan maximum are allowed where desirable and compatible with special senior needs. Such projects shall only be allowed where the size of the structure and style of architecture are compatible with the surrounding neighborhood.~~

7.6. The use of solar systems, both active and passive designs, is encouraged in new residential development. [Ord. 544 § 3, 2023; Ord. 543 § 3, 2023; Ord. 515 § 2, 2018; Ord. 484 § 13, 2015; ZO § 6.300.]

## TITLE 13. ZONING ORDINANCE

### Chapter 30. Property Development Standards

#### Sec. 13-30.420 Residential Density Bonuses—Purpose and Applicability.

1. This Section through Section 13-30.440 and the requirements of California Government Code Sections 65915 through 65918, as may be amended, are intended to implement the housing element of the General Plan ~~and the requirements of California Government Code Sections 65915 through 65918,~~ offering incentives for the development of affordable housing. Where regulations are not specifically addressed in these sections or where there are conflicts between these provisions and the provisions of California Government Code Sections 65915 through 65918, the provisions of the California Government Code, as they may be amended over time, shall apply.

2. ~~Housing developments are eligible for a density bonus as provided in California Government Code Section 65915 and these provisions, when the applicant for the housing development agrees or proposes at least 1 of the following:~~

A. ~~Construct:~~

- ~~1) Ten percent of the total units affordable to lower-income households at affordable rent or affordable housing cost; or~~
- ~~2) Five percent of the total units affordable to very low-income households at affordable rent or affordable housing cost; or~~
- ~~3) Ten percent of the total units proposed in a common interest development for sale to moderate-income households; provided, that all units in the development are offered to the public for purchase; or~~
- ~~4) A senior citizen housing development.~~

B. ~~Donate land in accordance with California Government Code Section 65915.~~

3. ~~In addition to meeting the requirements of subsection (1) of this Section, housing developments which include a child care facility in accordance with California Government Code Section 65915 are entitled to an additional density bonus.~~

4. An applicant may also submit a proposal for specific incentives or concessions to be granted in conjunction with the density bonus, as provided in Section 13-30.440.

5. The granting of a density bonus, incentive, or concession, in and of itself, shall not require a General Plan amendment, zone change, or other discretionary approval and shall be reviewed concurrently with the review of the housing development.

6. To qualify for a density bonus, a senior housing development is not required to provide affordable units; however, the entire development must be reserved for qualified senior persons pursuant to Section 51.3 of the California Civil Code. Also, any senior housing development for which a density bonus is requested and approved must have a minimum of 35 units. [Ord. 515 § 2, 2018; Ord. 484 § 12, 2015; ZO § 30.420.

**Sec. ~~13-30.430 Residential Density Bonuses—Calculation.~~**

1. Housing developments that meet the criteria in Section 13-30.420(1) are eligible for a maximum density bonus as set forth in Table 13-30.1.

2. The calculation of a density bonus in compliance with this subsection that results in fractional units shall be rounded up to the next whole number, as required by state law. For purposes of calculating a density bonus, the residential units do not have to be based upon individual subdivision maps or parcels.

**Table 13-30.1 Maximum Density Bonus Calculations Based on Government Code Section 65915**

Unit Type	Minimum % Affordable Units in Category	Base Density Bonus Granted <sup>1</sup>	Additional Bonus for each 1% of Affordable Units Provided	% Affordable Units Required for Maximum 35% Bonus
Very Low-Income Units	5%	20%	2.5%	11%
Low-Income Units	10%	20%	1.5%	20%

**Table 13-30.1 Maximum Density Bonus Calculations Based on Government Code Section 65915**

<b>Unit Type</b>	<b>Minimum % Affordable Units in Category</b>	<b>Base Density Bonus Granted<sup>1</sup></b>	<b>Additional Bonus for each 1% of Affordable Units Provided</b>	<b>% Affordable Units Required for Maximum 35% Bonus</b>
Moderate-Income Units	10%	5%	1.0%	40%
Senior Housing	See Section <u>13-30.420(6)</u>	20%	n/a	n/a
Land Donation (for very low income housing) <sup>2</sup>	10%	15%	1.0%	30%
Condominium Conversion (moderate-income) <sup>3</sup>	33%	25%	n/a	n/a
Condominium Conversion (lower-income) <sup>3</sup>	15%	25%	n/a	n/a
Child Care Facility <sup>4</sup>	n/a	Sq. Ft. in Day Care Facility	n/a	n/a

Notes:

1. A density bonus may be selected from only 1 category, except that density bonuses for land donation may be combined with others, up to a maximum of 35 percent, and an additional square foot bonus may be granted for a child care facility as provided in California Government Code Section 65915(h).

2. ~~The donation of land must conform to the requirements of California Government Code Section 65915(g).~~
  3. ~~The conversion of condominiums must conform to the requirements of California Government Code Section 65915.5.~~
  4. ~~The provision of child day care facilities must conform to the requirements of California Government Code Section 65915(h).~~
- [Ord. 515 § 2, 2018; Ord. 484 § 12, 2015; ZO § 30.430.]

**Sec. 13-30.440 Residential Density Bonuses—Incentives and Concessions.**

1. ~~A housing development is eligible for incentives and concessions as shown in Table 13-30.2. Incentives and concessions must be selected from only 1 category (very low-, low-, or moderate-income). No incentives or concessions are available for land donation or for a senior citizen housing development that is not affordable. Condominium conversions and day care centers may have 1 incentive/concession or a density bonus, at the City's option, but not both.~~

**Table 13-30.2 Incentives and Concessions Calculations  
Based on Government Code Section 65915**

Unit Type	Percent of Affordable Units	Number of Concessions/ Incentives
Very Low-Income Units	5% or greater	1
	10% or greater	2
	15% or greater	3
Low-Income Units	10% or greater	1
	20% or greater	2
	30% or greater	3
Moderate-Income Units	10% or greater	1
	20% or greater	2
	30% or greater	3

2. ~~For purposes of this Section, permissible concessions and incentives include but are not limited to:~~

~~A. A modification of development standards or architectural design requirements that exceed the minimum building standards approved by the California Building Standards Commission as provided in Part 2.5 (commencing with Section 18901) of Division 13 of the Health and Safety Code that would otherwise be required, including but not limited to a reduction in setback requirements, lot coverage, landscape coverage, or number of parking spaces, such that the reduction or modification results in identifiable, financially sufficient, and actual cost reductions.~~

~~B. Approval of mixed-use zoning in conjunction with the housing project if commercial, office, industrial, or other land uses will reduce the cost of the housing development, and if the commercial, office, industrial, or other land uses are compatible with the housing project and the existing or planned development in the area where the proposed housing project will be located;~~

~~C. Other regulatory incentives or concessions proposed by the developer or the City which result in identifiable financially sufficient and actual cost reductions.~~

~~3. A housing development which requests incentives or concessions must show that the requested concessions are required to provide for affordable rents or affordable housing costs, as applicable. The Director shall determine the type and detail of documentation that must be provided.~~

~~4. If the housing development is eligible for a density bonus as provided in Section 13-30.420, upon request of the applicant, the maximum off-street parking standards that can be applied, inclusive of handicapped and guest parking, are indicated in Table 13-30.3. These may include tandem and uncovered parking spaces.~~

**~~Table 13-30.3 Off-Street Parking Standards for Density Bonus Projects~~**

<b><del>Number of Bedrooms</del></b>	<b><del>Maximum Number of Off-Street Parking Spaces Required per Unit</del></b>
<del>0-1</del>	<del>1</del>
<del>2-3</del>	<del>2</del>

**Table 13-30.3 Off-Street Parking Standards for Density Bonus Projects**

Number of Bedrooms	Maximum Number of Off-Street Parking Spaces Required per Unit
4+	2.5

5. Nothing in this Section requires the provision of direct financial incentives for the housing development, including but not limited to the provision of financial subsidies, publicly owned land by the City, or the waiver of fees or dedication requirements. The City, at its sole discretion, may choose to provide such direct financial incentives.

6. An applicant may submit to the City a proposal for the waiver or reduction of development standards that will have the effect of physically precluding the construction of a development meeting the criteria outlined in Section 13-30.420 at the densities or with the concessions or incentives permitted under Section 13-30.440. A proposal for the waiver or reduction of development standards shall neither reduce nor increase the number of incentives or concessions to which the applicant is entitled. The applicant shall bear the burden of demonstrating that the development standards that are requested to be waived will have the effect of physically precluding the construction of the housing development with the density bonuses and incentives.

7. The City Council shall grant the concession or incentive requested by the applicant unless the Council makes a written finding, based upon substantial evidence, of either of the following:

A. The concession or incentive is not required to provide for affordable housing costs, as defined in California Health and Safety Code Section 50052.5, or for rents for the targeted units to be set in compliance with Government Code Section 65915(c); or

B. The concession or incentive would have a specific adverse impact, as defined by California Government Code Section 65589.5(d)(2), upon public health and

~~safety, or the physical environment, or on any real property listed in the California Register of Historical Resources and for which there is no feasible method to satisfactorily mitigate or avoid the specific adverse impact without rendering the development unaffordable to low- and moderate-income households. [Ord. 515-§ 2, 2018; Ord. 484 § 12, 2015; ZO § 30.440.]~~

**~~Sec. 13-30.450 Residential Density Bonuses—General Requirements.~~**

~~1. Affordable for-sale and rental low- and very low-income units must remain affordable to low- or very low-income households, as applicable, for 55 years or for a longer period of time if required by a construction or mortgage financing assistance program, mortgage insurance program, or rental subsidy program.~~

~~2. The affordable dwelling units and land dedication that qualify a housing development for a density bonus may also be used to meet the inclusionary housing provisions of the City's inclusionary housing requirements (Municipal Code Title 10, Chapter 19), to the extent that the Inclusionary Housing requirements are applicable and/or operable; provided, that the affordable units and land dedication comply with the requirements of both the Density Bonus Ordinance (Sections 13-30.420 through 13-30.470), and the Inclusionary Housing Ordinance (Title 10, Chapter 19) as it may apply regarding the required number of affordable units, required level of affordability, and term of affordability so as to provide the greatest affordability to the most households for the longest term.~~

~~3. The designated units shall be reasonably dispersed throughout the project, shall contain on average the same number of bedrooms as the nondesignated units in the project, and shall be compatible with the design or use of remaining units in terms of appearance, materials, and finished quality.~~

~~4. If a project is to be phased, the density bonus units shall be phased in the same proportion as the nondensity bonus units, or phased in another sequence acceptable to the City.~~

~~5. A master regulatory agreement shall be made between the developer and the City which indicates the household type, number, location, size and construction scheduling of all affordable units, and such information as shall be required by the City for the purpose of determining the developer's compliance with this Chapter. The regulatory agreement shall be recorded against the housing development prior to final or parcel~~

~~map approval or, where a map is not being processed, prior to issuance of any building permits, and shall be binding on all future owners and successors in interest.~~

~~6. The City may establish fees associated with the setting up and monitoring of affordable units.~~

~~7. For rental affordable very low and low income units:~~

~~A. The owner shall obtain and maintain on file certifications by each household. Certification shall be obtained immediately prior to initial occupancy by each household and annually thereafter, in the form provided by the City or its designee. The owner shall obtain updated forms for each household on request by the City, but in no event less frequently than once a year. The owner shall maintain complete, accurate, and current records pertaining to the housing development, and will permit any duly authorized representative of the City to inspect the records pertaining to the affordable units and occupants of these units.~~

~~B. The owner shall submit an annual report to the City, on a form provided by the City. The report shall include for each affordable unit the rent, income, and family size of the household occupying the unit.~~

~~C. The owner shall provide to the City any additional information required by the City to ensure the long-term affordability of the affordable units by eligible households.~~

~~8. For any application submitted or processed after January 1, 2015, an applicant shall be ineligible for a density bonus or any other incentives or concessions under this Section if the housing development is proposed on any property that includes a parcel or parcels on which rental dwelling units are or, if the dwelling units have been vacated or demolished in the 5-year period preceding the application, have been subject to a recorded covenant, ordinance, or law that restricts rents to levels affordable to persons and families of lower or very low income; subject to any other form of rent or price control through a public entity's valid exercise of its police power; or occupied by lower or very low income households, unless the proposed housing development replaces those units (as defined by California Government Code Section 65915[c][3][B]), and either of the following applies:~~

~~A. The proposed housing development, inclusive of the units replaced pursuant to this paragraph, contains affordable units at the percentages set forth in Section 13-30.420(2).~~

~~B. Each unit in the development, exclusive of a manager's unit or units, is affordable to, and occupied by, either a lower or very low income household. [Ord. 515 § 2, 2018; Ord. 484 § 12, 2015; ZO § 30.450.]~~

**Sec. 13-30.4630 Residential Density Bonuses—Application Requirements.**

1. An applicant may submit a preliminary proposal for housing development pursuant to Sections ~~13-30.420~~ through ~~13-30.470~~ **California's Density Bonus Law, including but not limited to Government Code Section 65915**, prior to the submittal of any formal application.

2. All requests pursuant to Sections ~~13-30.420~~ through ~~13-30.470~~ **California's Density Bonus Law, including but not limited to Government Code Section 65915**, shall be submitted to the City concurrently with the application for the first discretionary permit or other permit required for the housing development and shall be processed concurrently with the discretionary application following the review process as set forth for permits in Chapters 13-40 and 13-42, design review, (when applicable). The applicant shall provide additional information as specified in ~~Sections 13-30.420 through 13-30.470~~ **California's Density Bonus Law, including but not limited to Government Code Section 65915**, specifically:

A. Provide a written statement specifying the desired density increase, incentives and any waivers requested; proposed rent schedules and/or sales prices; and the type, location, size, and construction scheduling of all dwelling units;

B. Submit **sufficient evidence demonstrating that the requested incentive(s)/concession(s) result in an actual and identifiable cost reductions**; ~~a project financial report (pro forma) demonstrating that the requested incentives will result in identifiable, financially sufficient, and actual cost reductions to the housing development and they are required to provide for affordable rents or affordable housing costs, as applicable. The pro forma shall include the capital costs, operating expenses, return on investment, loan-to-value ratio and the debt coverage ratio including the contribution(s) provided by any applicable subsidy program(s), as required;~~

~~C.~~ An appraisal report indicating the value of the density bonus and of the incentive(s)/concession(s);

~~D.~~ A use of funds statement identifying the financial gaps for the housing development with the affordable housing units. The analysis shall show how the funding gap relates to the incentive(s)/concession(s);

**CE.** For any requested waiver of a development standard, evidence that the development standard for which the waiver is requested will have the effect of physically precluding the construction of the housing development with the density bonus and incentives requested;

**DF.** If a mixed-use building or project is proposed as an incentive, evidence that nonresidential land uses will reduce the cost of the housing development and that the nonresidential land uses are compatible with the development and the existing or planned development in the area;

**EG.** If a density bonus is requested for a land donation, the location of the land to be dedicated, proof of site control, and evidence that each of the requirements included in **California's Density Bonus Law, including but not limited to** Government Code Section **65915(g)** can be met.

**FH.** If a density bonus or incentive is requested for a child care facility, evidence that all of the requirements in **California's Density Bonus Law, including but not limited to** Government Code Section **65915(h)** can be met.

**GI.** Any other information requested by the Community Development Director or their designee to determine if the required findings can be made. [Ord. 515 § 2, 2018; Ord. 484 § 12, 2015; ZO § 30.460.]

### **Sec. 13-30.4740 Residential Density Bonuses—Findings.**

1. Before approving an application that includes a request for a density bonus, incentive, parking reduction, and/or waiver pursuant ~~Sections 13-30.420 through this section~~ **to California's Density Bonus Law, including but not limited to** **Government Code Section 65915**, the decision-making body shall make all of the following findings, as applicable:

A. That the residential project is eligible for the density bonus and any incentives, parking reductions, or waivers requested.

B. That any requested incentive will result in identifiable, financially sufficient, and actual cost reductions based upon the financial analysis and documentation provided.

C. That there are sufficient provisions to guarantee that the units will remain affordable for the required time period.

D. If the density bonus is based all or in part on donation of land, a finding that all the requirements included in **California's Density Bonus Law, including but not limited to** Government Code Section ~~65915(g)~~ have been met.

E. If the density bonus, concession, or incentive is based all or in part on the inclusion of a child care facility, a finding that all the requirements included in **California's Density Bonus Law, including but not limited to** Government Code Section ~~65915(h)~~ have been met.

F. If the concession or incentive includes mixed-use development, a finding that all the requirements included in **California's Density Bonus Law, including but not limited to Government** Code Section ~~65915(k)(2)~~ have been met.

G. If a waiver is requested, a finding that the development standards for which the waiver is requested would have the effect of physically precluding the construction of the housing development with the density bonus and incentives permitted.

2. If the findings required by subsection (1) of this Section cannot be made, the City Council may deny an application for a concession, or incentive, ~~or waiver~~ only if it makes 1 of the following written findings, supported by substantial evidence:

A. The concession, or incentive **does not result in identifiable and actual cost reductions, consistent with Government Code Section 65915(k), to provide for affordable housing costs, as defined in Section 50052.5 of the health and Safety Code, or for rents for the targeted units to be set as specified in Government Code Section 65915(c)**, ~~or waiver is not required to provide for affordable housing; or~~

B. The concession or, incentive, ~~or waiver~~ would have a specific, adverse impact, as defined in Government Code paragraph (2) of subdivision (d) of Section 65589.5, upon public health and ~~or safety or the physical environment~~ or on real property listed in the California Register of Historic Resources, and there is no feasible method to satisfactorily mitigate or avoid the specific adverse impact without rendering the development unaffordable to low and moderate income households. ~~For the purpose of this subsection, "specific adverse impact" means a significant, quantifiable, direct, and unavoidable impact, based on objective, identified, written public health or safety standards, policies, or conditions as they existed on the date that the application for the development was deemed complete; or~~

C. The concession or, incentive, ~~or waiver~~ is contrary to State or Federal law.

**3. If the findings required by subsection (1) of this Section cannot be made, the City Council may deny an application for a waiver only if it makes 1 of the following written findings, supported by substantial evidence:**

**A. The waiver or reduction of development standards has a specific, adverse impact as defined in Government Code Section 65589.5(d.2), upon health and safety and for which there is no feasible method to satisfactorily mitigate or avoid the specific, adverse impact; or**

**B. The waiver or reduced development standards has a specific, adverse impact on any real property that is listed in the California Register of Historical Resources; or**

**C. The waiver is contrary to State or Federal law.**

**43.** If the findings required by subsection (1) of this Section can be made, the decision-making body may deny an application for a density bonus or incentive that is based on the provision of child care only if it makes a written finding, based on substantial evidence, that adequate child care facilities are already available in the City. [Ord. 515 § 2, 2018; Ord. 484 § 12, 2015; ZO § 30.470.]

**TITLE 13. ZONING ORDINANCE**  
**Chapter 60. Definitions**

**Sec. 13-60.200 Definitions.**

~~“Affordable housing cost” means the amount set forth in the Health and Safety Code Section 50052.5, as may be amended.~~

~~“Affordable rent” means the amount set forth in the Health and Safety Code Section 50053, as may be amended.~~

“Density bonus” means a density increase over the otherwise maximum allowable residential density in accordance with the provisions of Sections ~~13-30.420 through 13-30.470~~ (residential density bonuses) **California’s Density Bonus Law, including but not limited to Government Code Section 65915** as of the date of the project application.

“Lower-income household” means a household whose gross income does not exceed that established by Health and Safety Code Section 50079.5, as may be amended. ~~(generally less than 80 percent of County median income and includes very low income category).~~

“Moderate-income household” means a household whose gross income does not exceed that established by Section 50093 of the Health and Safety Code, as may be amended. ~~(generally 80 to 120 percent of County median income).~~

~~“Senior citizen housing development” means a housing development with at least 35 dwelling units as defined in Civil Code Section 51.3, or a mobile home park that limits residency based on age requirements for housing for older persons pursuant to Section 798.76 or 799.5 of the Civil Code, as may be amended.~~

“Very low-income household” means a household whose gross income does not exceed that established by Health and Safety Code Section 50105, as may be amended. ~~(generally less than 50 percent of County median income and includes extremely low category).~~

**SECTION 3. CEQA.** The City Council finds that adoption of this Ordinance is exempt from the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines § 15061(b)(3) – Common Sense Exemption in that the proposed ordinance would only establish and clarify administrative processes and would not facilitate new construction or other groundbreaking activities. It can be seen with certainty that there is no

possibility that the ordinance will result in either a direct physical change to the environment or a reasonably foreseeable indirect physical change to the environment. Further, none of the circumstances described in CEQA Guidelines § 15300.2 applies. No unusual circumstances are present. This determination reflects the City of Hercules' independent judgment and analysis.

**SECTION 4.** The Ordinance would not be detrimental to the public interest, health, safety, convenience, or welfare of the City, as the proposed Ordinance will comply with, implement, and adopt by reference State Density Bonus Law;

**SECTION 5.** The Hercules City Council has reviewed, considered, and evaluated all of the information prior to acting upon Ordinance.

**SECTION 6. Severability.** If any section, subsection, sentence, clause, or phrase of this Ordinance is for any reason held to be invalid, such decisions shall not affect the validity of the remaining portions of this Ordinance. The Council hereby declares that it would have adopted the Ordinance, and each section, subsection, sentence, clause, or phrase thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses or phrases be deleted.

**SECTION 7. Codification.** Section 2 of this Ordinance shall be codified in the Hercules Municipal Code. Sections 1 and 3 through 8 shall not be so codified.

**SECTION 8. Effective Date and Publication.** The City Clerk shall certify the adoption of this Ordinance and shall publish or post the Ordinance as required by law. This Ordinance shall be effective thirty (30) days from date of final adoption.

**THE FOREGOING ORDINANCE** was first read at a regular meeting of the Hercules City Council on the 26<sup>th</sup> day of March, 2024, and was passed and adopted at a regular meeting of the Hercules City Council on the 9<sup>th</sup> day of April, 2024, by the following vote:

**AYES:**  
**NOES:**  
**ABSENT:**  
**ABSTAIN:**

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Dan Romero, Mayor

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Eibleis Melendez  
City Clerk

**HERCULES PLANNING COMMISSION  
RESOLUTION NO. 24-02**

**A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF HERCULES RECOMMENDING THE CITY COUNCIL ADOPT AN ORDINANCE AMENDING PROVISIONS OF HERCULES MUNICIPAL CODE SECTIONS 13-6.100, 13-6.300 AND 13-30.420, AMENDING AND RENUMBERING SECTIONS 13-30.460 AND 13-30.470, REPEALING SECTIONS 13-30.430, 13-30.440 AND 13-30.450 AND AMENDING SECTION 13-60.200 TO COMPLY WITH THE STATE DENSITY BONUS LAW AND FINDING THE ACTION EXEMPT FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA).**

**WHEREAS**, California’s State Density Bonus Law (Government Code §§ 65915 et seq.; “SDBL”) encourages developers to build affordable housing (e.g., very low-, low- and moderate-income units) by requiring cities to grant a density bonus, concessions, incentives, and waivers of developments standards for projects that commit certain percentages of their units to affordable housing; and

**WHEREAS**, California Government Code § 65915(a) requires that local governments adopt an ordinance that specifies how compliance with SDBL will be implemented; and

**WHEREAS**, Sections 13-6.100, 13-6.300, 13-30.420, 13-30.430, 13-30.440, 13-30.450, 13-30.460 and 13-30.470 of the Hercules Municipal Code contain regulations implementing the SDBL; and

**WHEREAS**, Hercules Municipal Code Sections 13-6.100, 13-6.300, 13-30.420, 13-30.430, 13-30.440, 13-30.450, 13-30.460 and 13-30.470 were last amended to comply with the SDBL via Ordinance No. 484, adopted on February 10, 2015; and

**WHEREAS**, this ordinance (“Ordinance”) amends Hercules Municipal Code Sections 13-6.100, 13-6.300 and 13-30.420, amends and renumbers Sections 13-30.460 and 13-30.470 and repeals Sections 13-30.430, 13-30.440 and 13-30.450 to adopt the State Density Bonus Law by reference. As amended and renumbered by this Ordinance, Hercules Municipal Code Sections 13-30.420, 13-30.430 and 13-30.440 will provide density bonuses and other affordable housing incentives required by SDBL (including but not limited to Government Code § 65915 et seq.); and

**WHEREAS**, adopting the SDBL by reference will ensure the Municipal Code remains current whenever the State Legislature amends the SDBL; and

**WHEREAS**, on March 4, 2024, the Planning Commission held a duly noticed public hearing to consider these amendments and did hear and use its independent judgment to consider all said reports, recommendations, and testimony hereinabove set forth.

**NOW, THEREFORE, BE IT FURTHER RESOLVED** that the Planning Commission of the City of Hercules recommends that the City Council:

1. Find that this draft ordinance (Attachment 2a hereto) is exempt from the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines § 15061(b)(3) – Common Sense Exemption in that the proposed ordinance would only establish and clarify administrative processes and would not facilitate new construction or other groundbreaking activities. It can be seen with certainty that there is no possibility that the ordinance will result in either a direct physical change to the environment or a reasonably foreseeable indirect physical change to the environment. Further, none of the circumstances described in CEQA Guidelines § 15300.2 applies. No unusual circumstances are present. This determination reflects the City of Hercules’ independent judgment and analysis.
  
2. Amend Hercules Municipal Code Sections 13-6.100, 13-6.300 and 13-30.420, amend and renumber Sections 13-30.460 and 13-30.470 and repeal Sections 13-30.430, 13-30.440 and 13-30.450 to adopt the State Density Bonus Law by reference. As amended and renumbered by this Ordinance, Hercules Municipal Code Sections 13-30.420, 13-30.430 and 13-30.440 will provide density bonuses and other affordable housing incentives required by SDBL (including but not limited to Government Code § 65915 et seq.) as noted by the additions and deletions shown in Attach 1a hereto.

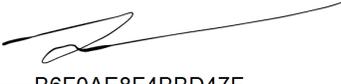
**PASSED AND ADOPTED** by the Planning Commission of the City of Hercules on this 4th day of March 2024, by the following vote:

**AYES:** Morrison, Most-Walker, Schaufenbil and Rubio

**NOES:** None

**ABSTAIN:** None

**ABSENT:** Bhattarai

DocuSigned by:  
  
 B6F0AE8F4BBD47F...  
 Robert Schaufenbil, Chair

ATTEST: DocuSigned by:  
  
 93C0BDCE0850444...  
 Timothy Rood, AICP  
 Community Development Director

Attach 2a: Draft Ordinance amending Hercules Municipal Code Title 13, Chapters 6, 30 and 60

## ATTACH 4: LEGISLATIVE HISTORY SUMMARY (2019-2022)

### 2019 – 2023 Amendments by Year

#### 2019

- SB 1227 requires a 35% density bonus for housing developments that include at least 20% of its units for low-income college students.
- AB 2797 requires density bonuses in the Coastal Zone to be consistent with the California Coastal Act.
- AB 2372 allows developers to request a floor-area-ratio bonus rather than a traditional density bonus for projects that meet specific requirements.
- AB 2753 requires local governments to notify applicants of required information for a project to be determined complete and provide information on the project's eligibility for density bonus and reduced parking ratios.

#### 2020

- AB 1763 provides incentives for 100% affordable housing projects, such as an 80% density bonus and an additional concession entitlement. For projects located within ½ mile of a major transit stop, AB 1763 eliminates all local government limits on density and parking and allows a height limit of up to three stories or 33 feet.

#### 2021

- AB 2345 provides for up to 50% density bonus for mixed-income developments, reduces parking requirements for many projects qualifying for a density bonus, lowers some thresholds for obtaining concessions, and adopts density bonus reporting requirements.

#### 2022

- AB 571 prohibits local governments from charging affordable housing impact fees, including inclusionary zoning fees and in-lieu fees, against affordable units in density bonus housing developments.
- AB 634 allows local government to adopt an ordinance requiring an affordability period of more than 55 years in density bonus housing projects, except for developments financed with low-income housing tax credits.
- SB 290 provides additional incentives to student housing development, reconciles text regarding public health and safety between the Housing Accountability Act and Density Bonus Law, defines 'total units' in a density bonus project, reduces parking requirements for moderate-income units, and clarifies that the Density Bonus Law applies to both rental and for-sale housing developments.
- SB 728 allows developers in for-sale density bonus housing developments to sell affordable units to nonprofit housing corporations instead of selling the units directly to a low- or moderate-income homebuyer.

#### 2023

- AB 682 establishes "shared housing" as a new category of housing eligible for a density bonus and other associated benefits and establishes a method of determining base densities.

#### **ATTACH 4: LEGISLATIVE HISTORY SUMMARY (2019-2022)**

- AB 1551 readopts legislation that sunsetted at the end of 2021 requiring that cities and counties provide a “development bonus” to commercial developers if they meet certain requirements.
- AB 2334 provides special benefits to housing developments based on vehicle miles travelled.

## **ATTACH 5: SUMMARY OF PENDING (2023-2024) LEGISLATION**

### **Bills Related to Density Bonus Law Introduced in the 2023 – 2024 Legislative Session**

AB 440 (passed Assembly May 25) would amend provisions related to the calculation of maximum allowable residential density under the State Density Bonus Law.

AB 1287 (passed Assembly May 31) proposes to require jurisdictions to grant an additional density bonus calculated as specified by the bill, additional concessions for projects that meet the bill's requirements, and amend the Density Bonus Law to supersede the California Coastal Act

SB 713 (passed Senate May 22) would affirm that the Density Bonus Law supersedes an ordinance, regulation or other local law enacted by a voter initiative that conflicts with the Density Bonus Law.

AB 1287 (passed Assembly May 31) would allow stackable moderate-income density bonus. Projects can receive an additional 50% bonus by adding 15% moderate-income units after maxing out the regular density bonus.

AB 1630 (introduced February 17) would classify student, faculty, and staff housing as a permitted use on all real property within 1,000 feet of a university campus, where at least 20% of the units be rented to students, staff, or faculty and at least 20% of the units must be affordable to lower-income households. For ministerial projects, the bill does not allow for jurisdiction to impose parking, floor area ratio, or density requirements.

AB 637 (introduced February 9) would allow jurisdictions to deny the granting of a concession, incentive, or waiver of development standard required by the Density Bonus Law with a written finding based upon substantial evidence that the concession, incentive, or waiver of development standard would alter the requirements of a local inclusionary housing program, policy, or ordinance.

AB 323 (passed Assembly May 31) requires that affordable ownership inclusionary units in a Density Bonus project are first offered to future low-income homeowners, only if there are no takers can a nonprofit buy it to operate as a rental unit for a low-income renter.

**CONSENT CALENDAR  
AGENDA ITEM  
3. 22-773**



## STAFF REPORT TO THE CITY COUNCIL

**DATE:** Regular Meeting of April 9, 2024

**TO:** Mayor and Members of the City Council

**VIA:** Dante Hall, City Manager

**SUBMITTED BY:** Timothy Rood, AICP, Community Development Director

**SUBJECT:** Approve Five Year Extension of the Expiration Date of the Vesting Tentative Map No. 9533 and Waive Second Reading and Adopt Amendment #4 to the Development and Owner Participation Agreement (DOPA 07-01) for the Hill Town Project

### RECOMMENDED ACTION:

Staff recommends that the City Council waive second reading and adopt the Hill Town Amendment #4 to extend the term of the Development and Owner Participation Agreement (DOPA 07-01) by and between the City of Hercules and the Santa Clara Valley Housing Group, Inc., authorize the City Manager to execute the amended DOPA if it is substantially similar to the approved draft (Attachment 2A), and approve extension of the Vesting Tentative Map No. 9533 for the Hill Town project, finding that all actions are exempt from the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Section 15061(b)(3).

### PLANNING COMMISSION RECOMMENDATION:

On March 4, 2024, at their regularly scheduled meeting, the Planning Commission approved Resolution No. 24-01 (Attachment 3), recommending City Council approval of the adoption of Amendment #4 to extend the term of the Development and Owner Participation Agreement (DOPA 07-01) by and between the City of Hercules and the Santa Clara Valley Housing Group, Inc. and to extend the expiration date of the Vesting Tentative Map No. 9533 for the Hill Town project for a period of five (5) years, with a new expiration date of April 14, 2029.

## **BACKGROUND:**

The Applicant, Santa Clara Valley Housing Group, Inc. (SCVHG), has requested an entitlement extension of DOPA 07-01 and the Vesting Tentative Map No. 9533. Pursuant to their letter of request, dated February 13, 2024 (Attachment 4), the current request for the fourth DOPA revision and the extension of the Vesting Tentative Map is due to financial constraints, rising construction costs and inflation. The requested extension is for five (5) years, which would end on April 14, 2029.

At its March 26, 2024 regular meeting, the City Council waived first reading and introduced the attached ordinance .

### **Project Overview**

As approved, Hill Town would include 30 Moderate-Income affordable units per its development agreement and conditions of approval. This is 23% of the City's Moderate-Income Regional Housing Needs Allocation (RHNA) for the 6<sup>th</sup> cycle (2023-31).

Project conditions of approval require the following community benefits:

- 5% of units affordable to Moderate-Income residents (30 affordable units);
- Bus facilities such as turnouts along San Pablo Avenue and "Dial-A-Ride" passenger pick-up areas within the Hill Town development;
- \$5,000 per unit in-lieu fee approximately \$3 million total) fee for the City to use at its discretion for parks and recreation; and,
- Multiple parks, a new traffic signal on San Pablo, and a new sidewalk connecting from the top of San Pablo to Safeway.

The Hill Town site ranges in elevation from 20 to 160 feet, with many steep slopes. Due to the site's location, condition and topography, extensive corrective grading, geotechnical work and fill are required to create level sites for development to occur. The site has active oil lines, EBMUD transmission mains and PG&E transmission lines, all of which need to be relocated outside of the development area. A less efficient grading operation is required to keep the existing lines active while the new alignments and facilities are constructed before the switchover. The site requires a 1,200-foot off-site sewer extension, estimated at \$558,000 (September 2022). Total off-site improvements were estimated at \$4,477,000, equivalent to about \$7,500 per unit. Phase 1 total sitework and onsite infrastructure costs were estimated at \$37.9 million.

If the entitlements lapse as scheduled on April 14, 2024, the site will revert from the approved Planned Development Plan to underlying zoning of PC-R Planned Commercial-Residential Mixed-Use District

Rezoning any housing site to a lower density or non-residential use, or approval of a subsequent project with fewer units than assumed in the Housing Plan, will require the City to make up the lost housing capacity by upzoning other sites per the "no net loss"

provisions of Government Code Section 65863 (SB 330). The City's Housing Plan shows only 12 units of "surplus capacity" for moderate-income units based on the state-mandated density assumptions for vacant and underutilized sites. Therefore, losing the Hill Town project's 30 moderate-income units would create a deficit of 18 moderate-income units that would need to be accommodated elsewhere in the city.

### **Prior DOPA Amendments**

The City Council previously approved three (3) amendments to the original DOPA for the Hill Town site:

DOPA Amendment 1 – Approved by Ordinance 509 on May 8, 2018. The City and Property Owner amended the DOPA for the following reasons:

- Clarify that the Owner is responsible for all design, construction, and installation of required stormwater control and clean water requirements applicable to the project at time of construction.
- Clarify that the in-lieu sports facility fee of \$5,000 per unit (approximately \$3 million total) can be used by the City for any recreational and park related purpose.
- Clarify the Owner's obligation to provide affordable housing.

DOPA Amendment 2 – Approved by Ordinance 516 on January 8, 2019. The City and Property Owner amended the DOPA for the following reason:

- A four (4) month extension to allow the Developer to explore retail opportunities on the subject property.

DOPA Amendment 3 – Approved by Ordinance 525 on December 10, 2019. The City and Property Owner amended the DOPA for the following reasons:

- Modified the Land Use Term of the DOPA to "*June 30, 2020 or the date four months after the date on which the City Council opens the first public hearing on the tentative map application for the Project, whichever is later...*".
- Created a payment date for the remaining Environmental Impact Report funds.
- Clarified the Affordable Housing timing, "*...an Affordable Housing Plan to be agreed to and executed by the Parties prior to issuance of the first residential unit building permit for the Project.*"

### **Administrative Extension**

On September 27, 2022, at the Applicant's request, based upon the cost of off-site sewer improvements and the approval of a Final Map on September 14, 2021, the Vesting

Tentative Map No. 9533 approval was administratively extended pursuant to California Government Code 66452.6(a) and is set to expire on April 14, 2024 if not extended. While an extension application is under review, State law provides for an automatic extension of the Vesting Tentative Map expiration for up to 60 days, pursuant to California Government Code 66542.6(e).

## **ANALYSIS:**

Under the original DOPA and Hercules Municipal Code Section 10-8.402, the procedure for proposing and adopting an amendment to the development agreement is the same as the procedure for entering into an agreement in the first place. Modification of the DOPA, in this instance, therefore, requires a public hearing review by the Planning Commission with a recommendation in the form of a Resolution to the City Council followed by a public hearing before the City Council and consideration of an Ordinance.

### **Development and Owner Participation Agreement (DOPA 07-01):**

Section 10-8.301 of the Municipal Code, *Determination by Planning Commission*, allows the Planning Commission to make a recommendation to the City Council only if certain findings (listed below) are made with supporting facts. The City Council, likewise, in Hercules Municipal Code Section 10-8.302, may accept, modify or disapprove the recommendation of the Planning Commission. Further, the City Council may not approve the development agreement unless it finds that the provisions of the agreement are consistent with the General Plan and any applicable specific plans:

**Finding #1:** *Is consistent with the objectives, policies, general land uses and programs specified in the general plan and any applicable specific plan.*

**Facts:** The proposal to extend the expiration date of DOPA 07-01 does not bring the Hill Town project out of compliance with the objectives, policies, general land uses and programs in the General Plan. Further, compliance was confirmed through the original approvals.

**Finding #2:** *Is compatible with the uses authorized in, and the regulations prescribed for, the land use district in which the real property is located.*

**Facts:** The proposal to extend the expiration date of DOPA 07-01 does not modify the previously approved uses, thereby allowing the Hill Town project to remain compatible with applicable uses and regulations.

**Finding #3:** *Is in conformity with public convenience, general welfare and good land use practice.*

**Facts:** The proposal to extend the expiration date of DOPA 07-01 does not modify the original approvals for the Hill Town project, therefore the project continues to be in conformity with public convenience, general welfare and good land use practice.

**Finding #4:** *Will not be detrimental to the health, safety and general welfare.*

**Facts:** Modification of the expiration date of DOPA 07-01 will not result in physical modifications to the site or to the approved design, therefore health, safety and general welfare will be maintained.

**Finding #5:** *Will adversely affect the orderly development of property or the preservation of property values.*

**Facts:** The proposal to extend the expiration date of DOPA 07-01 will not alter the approved entitlements. Rather, it will provide an additional five (5) years for the Development Team to start construction per the adopted plan. The allowance of additional time will not adversely affect the orderly development of property or preservation of property values.

**Vesting Tentative Map (VTM #9533):**

Hercules Municipal Code Section 10-2.3.105(c) requires a Vesting Tentative Map to be processed in the same manner as a Tentative Map. Per Hercules Municipal Code Sections 10-2.306-311, a Tentative Map is subject to a Public Hearing before the Planning Commission with a recommendation, via Resolution, to the City Council. The City Council, likewise, processes the Vesting Tentative Map through a public hearing and issues a decision through an Ordinance.

Section 10-2.3.103 of the Municipal Code, *Consistency*, allows an extension of entitlement related to the vesting tentative map only if the finding (listed below) is made with a supporting fact:

**Finding #1:** *No land shall be subdivided and developed pursuant to a vesting tentative map for any purpose which is inconsistent with the Hercules General Plan and any applicable specific plan or not permitted by the zoning ordinance or other applicable provisions of this Code.*

**Facts:** Extending the approval timeframe of the Vesting Tentative Map and the DOPA for a period of five (5) years, until April 14, 2029, does not bring the Hill Town project out of compliance with the objectives, policies, general land uses and programs in the General Plan, and compliance was confirmed through the original approvals. No specific plan is applicable to this area. Compliance with the zoning ordinance and other applicable Municipal Code provisions was also confirmed through the original approvals, and extending the approval timeline does not bring the Hill Town project out of compliance.

## **ENVIRONMENTAL REVIEW**

The five (5) year extension request, Amendment #4 to DOPA 07-01 and extension of the Hill Town Vesting Tentative Map, has been determined to be Categorically Exempt from CEQA pursuant to Section 15061(b)(3) of the California Environmental Quality Act Guidelines. This Exemption is known as the “Common Sense Exemption” that CEQA applies only to projects where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment; therefore, the subject request is not subject to CEQA.

## **FISCAL IMPACT:**

There are no direct fiscal impacts associated with this item.

## **ATTACHMENTS:**

Staff Report DOPA Vesting Map Amendment

Attachment 1 - Draft Ordinance

Attachment 1A – Draft DOPA Amendment #4

Attachment 2 – Planning Commission Resolution

Attachment 3 – Hilltown History Overview from Applicant, Dated 2/13/24

CITY OF HERCULES ORDINANCE NO. \_\_\_\_\_

**ORDINANCE OF THE CITY COUNCIL OF THE CITY OF HERCULES APPROVING THE ADOPTION OF AMENDMENT #4 TO EXTEND THE TERM OF THE DEVELOPMENT AND OWNER PARTICIPATION AGREEMENT (DOPA 07-01) BY AND BETWEEN THE CITY OF HERCULES AND THE SANTA CLARA VALLEY HOUSING GROUP, INC. AND TO EXTEND THE EXPIRATION DATE OF THE VESTING TENTATIVE MAP NO. 9533 FOR THE HILL TOWN PROJECT**

**WHEREAS**, a Development and Owner Participation Agreement (“Development Agreement”) between the City of Hercules (“City”), the Redevelopment Agency (“Agency”), and the Santa Clara Valley Housing Group (“Owner”) was adopted by Ordinance 442 on September 23, 2008, a memorandum of which is recorded in the Office of the Contra Costa County Recorder, State of California, on November 25, 2008 through document 2008-0256803-000, with respect to the development of approximately 44 acres of certain real property located in the City of Hercules, California; and

**WHEREAS**, on May 8, 2018, the Development Agreement was amended, through the adoption of Ordinance 509 – Amendment No. 1, which was recorded on May 29, 2018 through document 2018-0083953-00; and

**WHEREAS**, on January 8, 2019, an additional amendment was approved, through the adoption of Ordinance No. 516 – Amendment No. 2, which was recorded on February 27, 2019 through document 2019-0026425-00 and modified key performance dates; and

**WHEREAS**, on December 10, 2019, an additional amendment was approved, through the adoption of Ordinance No. 525 – Amendment No. 3, recorded on December 18, 2019 through document 2019-0227264-00, which modified the land use term, payment date for the remaining Environmental Impact Report funds and clarified the affordable housing timing; and

**WHEREAS**, the City and Owner desire to further amend key performance dates set forth in the Development Agreement as amended, attached hereto (Attachment 2B) and incorporated by reference herein (aka Amendment No.4); and

**WHEREAS**, the Hill Town Vesting Tentative Map #9533 was approved by the City Council on April 14, 2020; and

**WHEREAS**, the Owner provided financial documentation of off-site public improvements, allowing an administrative extension of the Vesting Tentative Map #9533, thus modifying the expiration date to April 14, 2024; and

**WHEREAS**, California Government Code 66452.6(a) allows a Vesting Tentative Map on property that is subject to a development agreement to be extended for the period of time provided for in the agreement, but not beyond the duration of the agreement; and

**WHEREAS**, California Government Code 66452.6(e) provides that a Vesting Tentative Map shall be automatically extended for up to 60 days while an application for an extension is under review; and

**WHEREAS**, the Owner has requested that the approval timeframe of both the Development Agreement and Vesting Tentative Map #9533 be extended to April 14, 2029; and

**WHEREAS**, the Planning Commission did hold a properly noticed public hearing on March 4, 2024 to consider the proposed Amendment #4 to extend the term of the development and owner participation agreement (DOPA 07-01) by and between the City of Hercules and the Santa Clara Valley Housing Group, Inc. and to extend the expiration date of the Vesting Tentative Map No. 9533 for the Hill Town project and did hear and use its independent judgement to consider all said reports, recommendations and testimony hereinabove set forth; and

**WHEREAS**, the Planning Commission at its March 4, 2024 meeting passed Resolution #24-01 recommending City Council adoption of an ordinance to modify the Development Agreement by extending the term and extending the expiration date of the Vesting Tentative Map No. 9533 to April 14, 2029; and

**WHEREAS**, on March 26, 2024, the City Council held a duly noticed public hearing to consider the proposed Ordinance related to the Hill Town Development Agreement and Vesting Tentative Map No. 9533, received the staff report and staff presentation, received comments from the public and interested parties and discussed the matter, and voted 5-0 to waive first reading and introduce the proposed Ordinance; and

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF HERCULES DOES HEREBY ORDAIN AS FOLLOWS:**

**SECTION 1. Recitals.** The City Council hereby incorporates the above recitals into this Ordinance by this reference.

**SECTION 2. CEQA.** The City Council finds and determines that the proposed Amendment No. 4 to the Hill Town development agreement is Categorically Exempt from CEQA pursuant to Section 15061(b)(3) of California Environmental Quality Act Guidelines. This Exemption is known as the “Common Sense Exemption” that CEQA applies only to projects where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, therefore the activity is not subject to CEQA.

**SECTION 3.** The City Council finds that the provisions of the proposed amendments are consistent with the general plan and any applicable specific plan as recommended by the Planning Commission Resolution 24-01 approved March 4, 2024 after the Commission’s public hearing.

**SECTION 4.** The City Council of the City of Hercules hereby approves the proposed Amendment No. 4 to the Hill Town Development Agreement as attached hereto (Attachment 2A) and incorporated by reference herein, and extends the expiration date of the Vesting Tentative Map to coincide with the new expiration date of the Development Agreement. The City Council hereby authorizes the City Manager to execute all related documents, substantially similar to the attached Development Agreement, with Santa Clara Valley Housing Group, Inc.

**SECTION 5. Severability.** If any section, subsection, sentence, clause, or phrase of this Ordinance is for any reason held to be invalid, such decisions shall not affect the validity of the remaining portions of this Ordinance. The Council hereby declares that it would have adopted the Ordinance, and each section, subsection, sentence, clause, or phrase thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses or phrases be deleted.

**SECTION 6. Effective Date and Publication.** The City Clerk shall certify the adoption of this Ordinance and shall publish or post the Ordinance as required by law. This Ordinance shall be effective thirty (30) days from date of final adoption and shall not be codified.

**THE FOREGOING ORDINANCE** was first read at a regular meeting of the Hercules City Council on the 26th day of March, 2024, and was passed and adopted at a regular meeting of the Hercules City Council on the 9th day of April, 2024, by the following vote:

**AYES:**

**NOES:**

**ABSENT:**

**ABSTAIN:**

---

Dan Romero, Mayor

---

Eibleis Melendez  
City Clerk

**AMENDMENT No. 4 TO THE DEVELOPMENT AND OWNER PARTICIPATION AGREEMENT FOR THE HILL TOWN PROJECT (DOPA 07-01) BY AND BETWEEN THE CITY OF HERCULES AND THE SANTA CLARA VALLEY HOUSING GROUP**

This AMENDMENT No. 4 TO THE DEVELOPMENT AND OWNER PARTICIPATION AGREEMENT (this “Amendment No. 4”) is entered into as of the \_\_\_\_ day of \_\_\_\_\_, 2024 between the City of Hercules, a municipal corporation (the “City”) and Santa Clara Valley Housing Group, Inc., a California corporation (“Owner”). The City and Owner are collectively “Parties” to this Amendment.

RECITALS

A. The City and Owner are Parties to that certain Development and Owner Participation Agreement adopted by ordinance on September 23, 2008, a memorandum of which is recorded in the Office of the Contra Costa County Recorder, State of California, on November 25, 2008 as Document No. 2008-0256803-00 (the “Development Agreement”), with respect to the development of approximately 44 acres of certain real property located in the City of Hercules, California and described in Exhibit “A” attached to the Development Agreement (the “Project Site”). Unless otherwise defined in this Amendment No. 4, all capitalized terms have the meanings given to those terms in the Development Agreement.

B. The Development Agreement addresses, among other things, the potential development of up to 640 residential dwelling units a neighborhood retail facility, a series of public and private open space amenities, and a network of roadways (the “Project”) in accordance with all required Project Approvals.

C. The Development Agreement was previously amended three times by the City Council. The first Amendment was made by the City Council in May of 2018 to approve certain amendments, including but not limited to removal of the Redevelopment Agency as a party to the Development Agreement and an extension of the term of the Development Agreement (“Amendment No. 1”). The City Council also amended the Development Agreement a second time in January of 2019 in order to further extend the term (“Amendment No. 2”). A third amendment (“Amendment No. 3”) was approved by City Council in December of 2019, which modified the land use term, created a payment date for the remaining Environmental Impact Report funds and clarified the affordable housing timing.

D. The City and Owner desire to further amend certain provisions of the Development Agreement as described in this Amendment No. 4, including but not limited to the term of the Development Agreement.

E. On \_\_\_\_\_, 2024, after duly noticed public hearings, the City Council of the City of Hercules adopted Ordinance No. \_\_\_\_\_ approving this Amendment No. 4, which ordinance is incorporated herein by reference.

## AGREEMENT

IN CONSIDERATION OF THE MUTUAL COVENANTS AND PROMISES OF THE PARTIES, THE CITY AND THE OWNER AGREE THAT THE DEVELOPMENT AGREEMENT IS AMENDED AS FOLLOWS:

1. Term Amendments. Section 2.2 is hereby amended in full to read as follows:

“2.2 Land Use Term. The Land Use Term of this Agreement shall commence on the Effective Date and shall continue in full force and effect until **April 14, 2029**, unless the Land Use Term is extended or terminated as provided in this section or sections 8.1 or 10.2. All Project approvals shall be effective for the Land Use Term.”
2. Successor and Assigns. This Amendment No. 4 shall be binding upon and inure to the benefit of the City, the Owner, and their respective successors and assigns.
3. Integration. Except as expressly provided to the contrary herein, all provisions of the initial Development Agreement as amended, which is incorporated herein by reference, shall remain in full force and effect. The Development Agreement and this Amendment No. 4 shall hereafter be collectively referred to as the Development Agreement. The Development Agreement, as amended herein, integrates all of the terms and conditions of agreement between the Parties and supersedes all previous agreements between the Parties with respect to the subject matter hereof. To the extent that the terms of the initial Development Agreement as amended and this Amendment No. 4 conflict, the terms of this Amendment No. 4 shall prevail and control.
4. Authority to Execute. The person or persons executing this Amendment No. 4 on behalf of Owner warrant(s) and represent(s) that they have the authority to execute this Amendment No. 4, that they are the proper interest holders and/or successors in interest to the previous Parties executing the Development Agreement, and they further warrant that they have the authority to bind their respective Owner to the performance of the obligations hereunder. Signatories shall defend, indemnify, and hold harmless the City, and its agents, officers, and employees, from any challenge related to the authority of any person or persons signing this Amendment No. 4.

IN WITNESS WHEREOF, the Parties have executed this Amendment No. 4 as of the date set forth above.

APPROVED AS TO FORM:

By: \_\_\_\_\_  
Patrick Tang  
City Attorney

**CITY:**

CITY OF HERCULES  
a municipal corporation

By: \_\_\_\_\_  
Dante Hall  
City Manager

By: \_\_\_\_\_  
Dan Romero  
Mayor

**OWNER:**

SANTA CLARA VALLEY HOUSING  
GROUP, INC., a California Corporation

By: \_\_\_\_\_  
Stephen E. Schott  
Vice President

DRAFT

**HERCULES PLANNING COMMISSION  
RESOLUTION NO. 24-01**

**A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF HERCULES RECOMMENDING THAT THE CITY COUNCIL APPROVE ADOPTION OF AMENDMENT #4 TO EXTEND THE TERM OF THE DEVELOPMENT AND OWNER PARTICIPATION AGREEMENT (DOPA 07-01) BY AND BETWEEN THE CITY OF HERCULES AND THE SANTA CLARA VALLEY HOUSING GROUP, INC. AND TO EXTEND THE EXPIRATION DATE OF THE VESTING TENTATIVE MAP NO. 9533 FOR THE HILL TOWN PROJECT**

**WHEREAS**, The City and the Santa Clara Valley Housing Group (“Owner”) are Parties to that certain Development and Owner Participation Agreement (“Development Agreement”) adopted by ordinance of the City Council on or about September 23, 2008, with respect to the development of approximately 44 acres of certain real property located in the City of Hercules, California; and

**WHEREAS**, the Development Agreement addresses, among other things, the potential development of up to 640 residential dwelling units, a neighborhood retail facility, a series of public and private open space amenities, and a network of new roadways (the “Project”) in accordance with all required project approvals; and

**WHEREAS**, the Development Agreement was revised by City Council’s approval on May 8, 2018 of Amendment #1 making certain amendments to the 2008 Hill Town Development Agreement, including but not limited to removal of the Redevelopment Agency as a party to the agreement and an extension of the term of the Agreement; and

**WHEREAS**, the Development Agreement was further revised by City Council’s approval on January 8, 2019 of Amendment #2 making further modifications of timelines; and

**WHEREAS**, the Development Agreement was revised by City Council’s approval on December 10, 2019 of Amendment #3 by modifying the land use term of the agreement, creating a payment date for the remaining Environmental Impact Report funds and providing clarification of the affordable housing timing; and

**WHEREAS**, City and Owner desire to further amend certain provisions of the Development Agreement as described in this Amendment No. 4, including but not limited to the term of the Development Agreement as stated therein; and

**WHEREAS**, the Hill Town Vesting Tentative Map #9533 was approved by the City Council on April 14, 2020; and

**WHEREAS**, the Owner provided financial documentation of off-site public improvements, allowing an administrative extension of the Vesting Tentative Map #9533, thus modifying the expiration date until April 14, 2024; and

**WHEREAS**, California Government Code 66452.6(a) allows a Vesting Tentative Map on property that is subject to a development agreement to be extended for the period of time provided for in the agreement, but not beyond the duration of the agreement; and

**WHEREAS**, the Owner has requested that the approval timeframe of both the Development Agreement and Vesting Tentative Map #9533 be extended for five (5) years, until April 14, 2029; and

**WHEREAS**, based on the facts and evidence set forth in the entire record for this proceeding, including but not limited to the staff report prepared for this project, the Planning Commission finds, after due study, deliberation, and public hearing, that the following circumstances exist with regard to the request to extend the expiration date of the Development Agreement and Vesting Tentative Map #9533 to April 14, 2029:

- a. That the proposed modification of the Development Agreement expiration date is consistent with the objectives, policies, general land uses and programs specified in the General Plan and any applicable specific plan because the extension of the expiration date does not alter Hill Town's compliance with the original approvals and with applicable provisions of the General Plan;
- b. That the proposed modification of the Development Agreement expiration date is compatible with the uses authorized in, and the regulations prescribed for, the land use district in which the real property is located because the extension of the expiration date does not modify the previously approved uses, thereby allowing the Hill Town project to remain compatible with applicable uses and regulations;
- c. That the proposed modification of the Development Agreement expiration date is in conformity with public convenience, general welfare and good land use practice because the extension of the expiration date does not modify the original approvals for the Hill Town project, therefore the project continues to be in conformity with public convenience, general welfare and good land use practice;
- d. That the proposed modification of the Development Agreement expiration date will not be detrimental to the health, safety and general welfare because the modification of the expiration date will not result in physical modifications to the site or to the approved design, therefore health, safety and general welfare will be maintained;
- e. That the proposed modification of the Development Agreement expiration date will not adversely affect the orderly development of property or the preservation of property values because the extension of the expiration date will allow an additional five (5) years to start construction per the adopted plan and consistent with the original approvals;
- f. That the extension of the expiration date of the Vesting Tentative Map #9533 will not be inconsistent with the Hercules General Plan and applicable specific plans, Zoning Ordinance or other Code provisions because the extension of the expiration date does not alter the original compliance with the General Plan objectives, policies and general land uses. Further, there are no specific plans applicable to the Hill Town development and compliance with the Zoning Ordinance and other applicable Municipal Code provisions were also confirmed through the original approvals; and

**WHEREAS**, the Planning Commission did hold a properly noticed public hearing on March 4, 2024 to consider owner's application to amend the Development Agreement and the expiration date of the Vesting Tentative Map #9533, and did hear and use its independent judgment to consider said application, reports, recommendations, and related testimony.

**NOW, THEREFORE, BE IT RESOLVED** that the Planning Commission of the City of Hercules recommends that the City Council:

1. The foregoing recitals are true and correct and made a part of this Resolution.

- 2. The Planning Commission, based on its independent judgment and analysis, after due study, deliberation and public hearing, finds and determines that the proposed fourth amendment to the Development Agreement contained in Attachment 2B and the Vesting Tentative Map #9533 to this Resolution is in the public interest, is in conformance with the requirements of state law (Government Code Section 65864 *et seq.*) and the City’s municipal code (Title 10, Chapter 8).
- 3. Find that the draft ordinance (Attachment 2A hereto) is Categorically Exempt from CEQA pursuant to Section 15061(b)(3) of the California Environmental Quality Act Guidelines. This Exemption is known as the “Common Sense Exemption” that CEQA applies only to projects where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, therefore the activity is not subject to CEQA.

**BE IT FURTHER RESOLVED:** The Planning Commission recommends that the City Council approve the proposed fourth amendment to the Development Agreement as specified in Attachment 2B to this Resolution, attached hereto and incorporated by reference herein.

**PASSED AND ADOPTED** by the Planning Commission of the City of Hercules on this 4th day of March 2024, by the following vote:

**AYES:** Morrison, Rubio, Schaufenbil and Most-Walker

**NOES:** None

**ABSTAIN:** None

**ABSENT:** Bhattarai

DocuSigned by:  
  
 3A25AB5080A44A3...  
 Robert Schaufenbil, Chair

ATTEST: DocuSigned by:  
  
 93C0BDCF0850444...  
 Timothy Rood, AICP  
 Community Development Director

Attachment 2A: Draft Ordinance  
 Attachment 2B: Draft DOPA



February 13, 2024

## HILLTOWN Development Short History

The Tentative Map was designed following the conceptual site plan from the development agreement between Santa Clara Valley Housing Group and The City of Hercules which was approved on November 25, 2008. The Tentative Map was approved by the City Council on April 14, 2020.

Immediately following approval of the Tentative Map, SCVHG immediately started moving forward with construction documents. As we began the construction documents and final engineering, we quickly realized that the infrastructure costs; mostly attributed to the grading, off-haul of dirt, and retaining walls, was substantially higher than originally expected. Therefore, we engaged our engineers, Carlon, Barbee and Gibson, to complete a study on the site and access where improvements can be made to reduce the overall improvement costs will staying in substantial conformance with the approved Tentative Map. They were able to make some modifications to the street configuration and revise retaining wall locations and heights; thus, reducing the amount of dirt that needed to be off hauled from the site. This minor modification was approved on September 22, 2020 by the City Council. While this minor modification reduced the improvement costs of the development, it was still not enough to get the project off of the ground. The issue with the improvement costs is that they are front-loaded, meaning that the majority of improvements need to be completed at the very beginning due to the site's complexity. Our lead engineer from CBG, Lee Rosenblatt, explained the improvement issue in a letter to the City of Hercules dated October 5, 2021 (attached via Email).

SCVHG came forward to the City of Hercules to discuss this issue about the front-loaded improvement cost and discussed the idea of utilizing a Mello-Roos. This financial tool, as City Staff can attest to, is utilized on projects like this all over the Bay Area to help get projects off the ground that have very large front-loaded costs. Stated in an open letter to the City of Hercules dated, January 4, 2022, SCVHG answered questions from the city staff and council members regarding a Mello- Roos District (attached via Email). At the very end of this letter, Santa Clara Valley Housing Group stated without an approval of a Mello-Roos District, the project cannot advance at this time.

On the January 18<sup>th</sup> 2022, City Council denied a Mello-Roos District for the project called Hilltown. As noted many times previously, we expressed that this project could not move forward without the Mello-Roos. As such, it has sat in its current state since the City Council's denial of the Mello-Roos.

404 Saratoga Avenue, Suite 100  
Santa Clara, CA 95050-7062  
Facsimile: 408-985-6050



*Santa Clara Valley Housing Group, Inc.*

Fast forward to now in 2024, Santa Clara Valley Housing Group is dealing with the same constraints plus rising construction cost and inflation. Our Tentative Map is set to expire on April 14, 2024. Therefore, we are coming forward to ask for an extension on our tentative map.

Sincerely,

A handwritten signature in blue ink, appearing to read "Stephen E. Schott".

Stephen E. Schott

Vice President

404 Saratoga Avenue, Suite 100  
Santa Clara, CA 95050-7062  
Facsimile: 408-985-6050

**CONSENT CALENDAR  
AGENDA ITEM  
4. 22-828**



## REPORT TO THE CITY COUNCIL

**DATE:** Regular Meeting of April 9, 2024

**TO:** Mayor and Members of the City Council

**VIA:** Dante Hall, City Manager

**SUBMITTED BY:** Christie Crowl, Special Counsel

**SUBJECT:** Resolution of the City Council Suspending Enforcement of the City's All-Electric Reach Code

### RECOMMENDED ACTION

Adopt a resolution suspending enforcement of the City's All-Electric Reach Code (Hercules Municipal Code Section 9-5.04(b))

### BACKGROUND

#### *City of Hercules All-Electric Reach Code*

The City generally adopts the California Building Code (CBC) in its entirety every three years for use and application in Hercules with minor local amendments. At its September 28, 2021 and January 11, 2022 meetings, the City Council heard City staff's presentation on the health, safety, and environmental concerns associated with natural gas use in buildings and directed staff to return with additional information. On February 8, 2022, City staff returned to present Contra Costa County's All-Electric Ordinance and requested direction on drafting an ordinance for Hercules. The City Council then provided direction for City staff to prepare a "Reach Code" amendment which would amend Chapter 5 (Electrical Code) of Title 9 (Building Regulations) of the Hercules Municipal Code. The Reach Code is a local building energy code that "reaches" beyond the state minimum requirements for energy use in building design and construction, creating opportunities for local governments to lead the way on clean air, climate solutions, and the renewable energy economy. The Council directed staff to return with a Reach Code ordinance that accomplished the following:

- Require all of the following newly constructed buildings be all-electric, with no natural gas infrastructure:
  - Residential
  - Hotel
  - Office
  - Accessory Dwelling Units
- The all-electric building requirements of the ordinance would not apply to any of the following uses:
  - Emergency facilities and emergency generators
  - Restaurants
  - Retail

On April 18, 2022, the Planning Commission reviewed and voted to recommend for Council adoption a draft ordinance aligned with Council’s prior direction, but with the following modifications:

- Change “Accessory Dwelling Units” to “Detached Accessory Dwelling Units”;
- Clarify that rebuilding of existing structures would be subject to ordinance; and
- Revise the exception for laboratories and medical buildings to apply only to laboratory and research functions and not for general heating and appliance purposes.

The ordinance amendment was introduced at the May 24, 2022 regular City Council Meeting. The Council approved the ordinance on June 14, 2022, and it went into effect 30 days from date of final adoption on July 14, 2022.

*Ninth Circuit Decision in California Restaurant Association v. City of Berkeley*

In 2020, the City of Berkeley adopted an ordinance prohibiting new building construction from including gas piping, except when not physically feasible and where natural gas would “serve the public interest.” The Restaurant Association (which generally desires the use of natural gas for cooking) sued Berkeley alleging that federal law (the Energy Policy and Conservation Act, or “EPCA”) preempted the ordinance. After the district court initially ruled in Berkeley’s favor, on April 17, 2023, the Ninth Circuit reversed and concluded that EPCA preempts states and local governments from regulating the quantity of natural gas used by an appliance at the point of use. The City of Berkeley did not appeal this decision and it remains the law.

**DISCUSSION**

The City’s all-electric reach code is similar to Berkeley’s ordinance. The City adopted a true reach code (making the required state law findings to amend the CBC), while

Berkeley adopted its all-electric requirements by way of a regular ordinance enacted pursuant to its police powers. But both the City's reach code and Berkeley's ordinance regulate the use of natural gas by prohibiting such use in new construction projects. And the Ninth Circuit's decision in *California Restaurant Association v. City Berkeley* is clear that EPCA preempts cities from regulating natural gas use.

Therefore, staff and the City Attorney's Office recommend that the City Council suspend enforcement of the City's all-electric reach code while staff studies whether there is a way to amend the reach code or otherwise address the potential environmental and other impacts of natural gas.

## **CONCLUSION**

Staff requests that the City Council adopt the resolution suspending enforcement of the City's all-electric reach code, attached hereto as Attachment A.

## **FISCAL IMPACT**

Suspending enforcement of the City's all-electric reach code has no fiscal impact.

## **ATTACHMENTS**

Attachment A – Draft Resolution

**RESOLUTION NO. 24-\_\_\_**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HERCULES, CALIFORNIA, SUSPENDING ENFORCEMENT OF THE CITY'S ALL-ELECTRIC REACH CODE (HERCULES MUNICIPAL CODE SECTION 9-5.04(b))**

**WHEREAS**, on January 18-20, 2022, the California Building Standards Commission adopted the 2021 International Building Code, 2021 International Residential Code, 2021 California Existing Building Code, 2021 California Historical Building Code, 2021 International Property Maintenance Code, 2021 California Green Building Standards Code, 2021 Uniform Mechanical Code, 2021 Uniform Plumbing Code, 2020 National Electrical Code, and the 2021 International Energy Conservation Code as the 2022 California Building Standards Code collectively; and

**WHEREAS**, State law required local jurisdictions to enforce the 2022 California Building Standards Code beginning January 1, 2023; and

**WHEREAS**, California Health and Safety Codes Sections 13143.5, 17958.5, 17958.7, and 18941.5 allow the City, by ordinance, to make modifications or changes to the California Building Standards Code and other regulations adopted pursuant to Health and Safety Code Section 17922 when such amendments are reasonably necessary because of local climatic, geological, or topographical conditions, and where such amendments establish requirements more stringent than those provided in the state code, which practice is known as adopting a "Reach Code"; and

**WHEREAS**, the City Council held study sessions on September 28, 2021, January 11, 2022, and February 8, 2022 to consider whether to impose all-electric requirements on certain types of new construction projects, subject to certain exemptions ("All-Electric Requirements"); and

**WHEREAS**, after the staff presentation on February 8, 2022, the City Council directed staff to draft recommendations to amend the 2022 California Building Standards Code to impose All-Electric Requirements, and to present a draft ordinance amendment to the Planning Commission for its consideration and recommendations; and

**WHEREAS**, on April 18, 2022, the Planning Commission reviewed and voted to recommend for Council adoption a draft ordinance aligned with Council's direction, but with certain modifications; and

**WHEREAS**, the ordinance amendment was introduced at the May 24, 2022 City Council meeting, and on June 14, 2022, the City Council made all findings required by law and adopted Ordinance No. 539 which included the All-Electric Requirements as amendments to the California Building Standards Code and codified them in the Hercules Municipal Code at Chapter 5 of Title 9 (Electrical Code); and

**WHEREAS**, the City of Berkeley’s natural gas ban ordinance, which similarly prevented new construction projects from including natural gas infrastructure, was challenged in court by the California Restaurant Association which claimed that Berkeley’s ordinance was preempted by federal law, specifically the Energy Policy and Conservation Act or “EPCA”; and

**WHEREAS**, on April 17, 2023, the Ninth Circuit decided *California Restaurant Association v. City of Berkeley* and found that the EPCA preempts states and local governments from regulating the quantity of natural gas used by an appliance at the point of use; and

**WHEREAS**, the All-Electric Requirements, in practice, regulate the use of natural gas because they prohibit such use in new construction projects; and

**WHEREAS**, the City of Berkeley did not appeal the Ninth Circuit decision and it is therefore law; and

**WHEREAS**, given the Ninth Circuit’s decision holding that the City is preempted from enforcing the All-Electric Requirements, the City Council now desires to suspend enforcement of the All-Electric Requirements while staff studies whether there is a way to amend the reach code or otherwise address the potential environmental and other impacts of natural gas.

**NOW, THEREFORE, BE IT RESOLVED**, by the City Council of the City of Hercules as follows:

1. The City Council hereby suspends enforcement of the City’s All-Electric Requirements, which are set forth at Section 9-5.04(b) of the Hercules Municipal Code.
2. This action is exempt from review under the California Environmental Quality Act pursuant to CEQA Guidelines Section 15061(b)(3) because it can be seen with certainty that this action will not result in any environmental impacts; it is an administrative action that does not authorize any construction and is temporary in nature.

The foregoing Resolution was duly and regularly adopted at a regular meeting of the City Council of the City of Hercules held on the 9<sup>th</sup> day of April 2024, by the following vote of the Council:

**AYES:**

**NOES:**

**ABSTAIN:**

**ABSENT:**

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Dan Romero, Mayor

ATTEST:

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Eibleis Melendez  
City Clerk

**CONSENT CALENDAR  
AGENDA ITEM  
5. 22-829**



## STAFF REPORT TO THE CITY COUNCIL

**DATE:** Regular Meeting of April 9, 2024

**TO:** Members of the City Council

**VIA:** Dante Hall, City Manager

**SUBMITTED BY:** Darryl Dela Cruz, Information Technology Specialist

**SUBJECT:** Computer and Electronic Surplus

### RECOMMENDED ACTION:

Adopt a Resolution declaring certain computer property and electronics as surplus and authorizing the proper disposal of said property.

### BACKGROUND/DISCUSSION:

Over the past two years, staff has accumulated a number of IT equipment and electronics that are considered inoperable, mainly due to age and failing parts. Servers that still have working hard drives have been reformatted to destroy all information stored in memory. Staff is requesting that the equipment be declared surplus and that staff be authorized to properly dispose of said property.

### FISCAL IMPACT:

There is no fiscal impact for this item.

### ATTACHMENTS:

1. Resolution including Exhibit A – List of surplus property

**RESOLUTION NO. 24- \_\_\_\_\_**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HERCULES  
DECLARING CERTAIN COMPUTER PROPERTY AND ELECTRONICS AS  
SURPLUS AND AUTHORIZING THE PROPER DISPOSAL OF SAID PROPERTY**

**WHEREAS**, over the last year, staff has accumulated several IT equipment and electronics that are considered inoperable, recent projects replacing desktop computers and phones that are no longer in warranty/supported by the manufacturer, age of equipment, and failing parts; and

**WHEREAS**, servers that still have working hard drives have been reformatted to destroy all information stored in memory; and

**WHEREAS**, it has been determined that the city property listed in Exhibit A is no longer needed and is considered surplus. Surplus desktops and laptops will be sold at auction to city employees and the proceeds credited to the IT Operational budget. Items not sold will be e-waste and disposed of.

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Hercules as follows:

The City Council hereby declares certain City property as surplus, as identified in Exhibit A, attached hereto, and authorizes the auction of desktops and laptops to city employees and proper disposal of said property.

The foregoing Resolution was duly and regularly adopted at a regular meeting of the City Council of the City of Hercules held on the 9<sup>th</sup> day of April 2024 by the following vote of the Council:

AYES:

NOES:

ABSTAIN:

ABSENT:

\_\_\_\_\_  
Dan Romero, Mayor

ATTEST:

\_\_\_\_\_  
Eibleis Melendez, City Clerk

Surplus IT Items 2024

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Desktop/Laptop Computers

Dell Optiplex 7060 (21 count)

Lenovo Thinkpad Edge (2)

Dell Optiplex 9020

Mobile Device Computer

Getac (11)

Cisco Phones

Cisco 7940 (2)

Wireless Router/Access Points

Meraki MR32 (6)

Meraki MX60 (2)

PRINTERS/SCANNERS/MULTIFUNCTION MACHINES

HP Color LaserJet MFP281fdw (4)

HP Color LaserJet Pro M454dn

HP LaserJet P3015

HP LaserJet Enterprise m606

Xerox Phaser 4510

HP OfficeJet Pro 8500

HP Color LaserJet 5550dn

HP Officejet Pro 8630

Brother MFC 7860dw

HP DesignJet T230 Plotter

MISC IT EQUIPMENT

Dell monitor

HP Monitor

Microwave

Control Module Card reader (2)

Extra keyboards, mice, power supplies, and peripheral cables (multiple boxes)

**DISCUSSION AND/OR ACTION  
AGENDA ITEMS**

- 1. 22-830**
- 2. 22-831**
- 3. 22-833**
- 4. 22-834**



## REPORT TO THE CITY COUNCIL

**DATE:** Regular Meeting of April 9, 2024

**TO:** Mayor and Members of the City Council

**VIA:** Dante Hall, City Manager

**SUBMITTED BY:** Christina Lawrence, Special Counsel

**SUBJECT:** Resolution of the City Council approving the Project Stabilization Agreement for the City of Hercules and Authorizing the City Manager to Execute the Project Stabilization Agreement with the Contra Costa County Building and Construction Trades Council and Local Unions

### RECOMMENDED ACTION:

Adopt a resolution approving the Project Stabilization Agreement for the City and Authorizing the City Manager to execute the Project Stabilization Agreement with the Contra Costa County Building and Construction Trades Council and local unions

### BACKGROUND:

On August 8, 2023, the City Council directed staff to schedule a discussion regarding project labor agreements for City construction projects. On October 3, 2023 and November 14, 2023, the City Attorney and staff provided the Council with a general overview of project labor agreements and responded to the Council's requests for further information. Following the presentation on November 14, 2023, the City Council authorized the City Manager to begin negotiations on a Project Stabilization Agreement with the Contra Costa County Building and Construction Trades Council, and directed staff to include in the terms of the PSA the following: (1) all City of Hercules construction and maintenance projects with a total value of one million dollars (\$1,000,000) or more, (2) no core employees, (3) a term of five years, and (4) a rollover/termination clause option at the end of the five year terms.

City staff has since met with the Contra Costa County Building and Construction Trades Council and negotiated a Project Stabilization Agreement for the City of Hercules that

reflects Council's direction. The proposed Project Stabilization Agreement is attached hereto as Exhibit 1 to Attachment A.

## **DISCUSSION:**

A project labor agreement or project stabilization agreement (collectively referred to herein as a "PSA") is a pre-hire collective bargaining agreement with one or more labor organizations that establishes the terms and conditions of employment on construction projects. PSAs are often used on large, complex, long-term, multi-craft construction projects to achieve certain project objectives, such as avoiding labor disruptions, ensuring timely completion of a project, and providing employment opportunities for local residents. Several public agencies around the country, state, and region have adopted project-specific or agency-wide PSAs, including the nearby cities of Martinez, Richmond, El Cerrito, and Pinole.

City staff and the City Attorney's office have negotiated a PSA with the Contra Costa County Building and Construction Trades Council that includes the following key characteristics:

- Applies to City projects, funded in whole or in part with City funds, that have a total project cost of \$1,000,000 or more. Maintenance work that is performed for the City's Landscape and Lighting Assessment Districts that is contracted for on an annual basis and where the contract is for less than \$1,000,000 is excluded from the scope of the agreement.
- Includes workforce referral and hiring hall procedures that preclude the use of "core employees."
- Specifies a five-year term; requires that the parties meet at least six months prior to the five-year anniversary to discuss the agreement, any proposed changes, and whether each desire to extend the agreement; provides that the City will present to the City Council on the status of the agreement; and absent changes or termination, the agreement will roll over for an additional five years.
- Provides that it is the objective of the parties that at least 25% of the total hours worked on a project will be performed by residents in the local area, which is defined to include West Contra Costa County.

The PSA also includes the taxpayer protection provisions required by Public Contract Code § 2500, including provisions that prohibit discrimination; guarantee against work stoppages, strikes, lockouts, and similar disruptions on a project; permit all qualified contractors to bid for and be awarded work on a project; include agreed-upon drug testing protocols for workers employed on a project; and provide that disputes arising from the PSA will be resolved by a neutral arbitrator.

**CONCLUSION:**

Staff and the City Attorney's office recommend that the City Council approve the Project Stabilization Agreement for the City of Hercules, attached hereto as Exhibit 1 to Attachment A, and authorize the City Manager to execute the agreement with the Contra Costa County Building and Construction Trades Council and local unions.

**FISCAL IMPACT:**

There is no specific fiscal impact to this action.

**ATTACHMENTS:**

Attachment A – Draft Resolution

Exhibit 1 – Project Stabilization Agreement for the City of Hercules

**RESOLUTION NO. 24-\_\_\_**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HERCULES, CALIFORNIA, APPROVING THE PROJECT STABILIZATION AGREEMENT FOR THE CITY OF HERCULES AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE PROJECT STABILIZATION AGREEMENT WITH THE CONTRA COSTA COUNTY BUILDING AND CONSTRUCTION TRADES COUNCIL AND LOCAL UNIONS**

**WHEREAS**, the City of Hercules (the “City”) recognizes the importance of fostering positive labor relations and ensuring the timely and successful completion of construction projects of \$1,000,000 or more; and

**WHEREAS**, construction projects of \$1,000,000 or more are significant infrastructure projects that are of great importance to our community, and successful completion thereof is of the utmost importance; and

**WHEREAS**, a Project Stabilization Agreement (also commonly referred to as a project labor agreement) is a pre-hire collective bargaining agreement with one or more labor organizations that establishes the terms and conditions of employment on a construction project, and is intended to achieve certain project objectives, such as avoiding labor disruptions, ensuring timely completion of a project, and providing employment opportunities for local residents; and

**WHEREAS**, the City acknowledges the benefits of using a Project Stabilization Agreement to enhance efficiency, productivity, and stability on a project; and

**WHEREAS**, the Project Stabilization Agreement will provide several key benefits to the community, including the improvement of labor relations, increased project efficiency, employment of apprentices, and a local hiring goal; and

**WHEREAS**, on November 14, 2023, the City Council directed the City Manager to negotiate a Citywide Project Stabilization Agreement with the Contra Costa County Building and Construction Trades Council; and

**WHEREAS**, the City Manager and Contra Costa Building and Construction Trades Council have negotiated the terms and conditions of the Project Stabilization Agreement for the City; and

**WHEREAS**, the City desires to approve the Project Stabilization Agreement and authorize the City Manager to execute the Project Stabilization Agreement on behalf of the City.

**NOW, THEREFORE, BE IT RESOLVED**, by the City Council of the City of Hercules as follows:

1. The City Council hereby approves the Project Stabilization Agreement for the City of Hercules, attached hereto as Exhibit 1, and authorizes the City Manager to execute the Project Stabilization Agreement on behalf of the City.
2. This action is exempt from review under the California Environmental Quality Act pursuant to CEQA Guidelines Section 15061(b)(3) because it can be seen with certainty that this action will not result in any environmental impacts; it is an administrative action that does not authorize any construction.

The foregoing Resolution was duly and regularly adopted at a regular meeting of the City Council of the City of Hercules held on the 9<sup>th</sup> day of April 2024, by the following vote of the Council:

**AYES:**

**NOES:**

**ABSTAIN:**

**ABSENT:**

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Dan Romero, Mayor

ATTEST:

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Eibleis Melendez  
City Clerk

# PROJECT STABILIZATION AGREEMENT FOR THE CITY OF HERCULES

## INTRODUCTION AND FINDINGS

This Project Stabilization Agreement (“**Agreement**”) is entered into this \_\_\_ day of \_\_\_\_\_, 2024 (“**Effective Date**”), by and between the City of Hercules (“**City**”), together with contractors and subcontractors of all tiers, who shall become signatory to this Agreement by signing the “Agreement to be Bound” (Addendum A) (referred to collectively herein as the “**Contractors/Employers**”), the Contra Costa County Building and Construction Trades Council (referred to herein as the “**Council**”), and the local Unions that have executed this Agreement (referred to collectively herein as the “**Union**” or “**Unions**”).

The purpose of this Agreement is to promote the efficiency of construction operations for the City through the use of skilled labor resulting in quality construction outcomes, and to provide for the peaceful settlement of labor disputes and grievances without strikes or lockouts, thereby promoting the public interest in assuring the timely and economical completion of a Project, as defined in Section 1.10.

WHEREAS, the timely and successful completion of a Project is of the utmost importance to meet the needs of the City and avoid increased costs resulting from delays in construction; and

WHEREAS, workers of various skills will be required in the performance of construction work on a Project and will be represented by the Unions who are signatories to this Agreement and employed by the Contractors/Employers who are signatories to this Agreement; and

WHEREAS, the use of skilled labor on construction work increases the safety of construction projects as well as the quality of completed work; and

WHEREAS, it is recognized that a Project will likely require multiple contractors and bargaining units on the job site at the same time over an extended period of time, and thus, the potential for work disruption may be substantial without an overriding commitment to maintain continuity of work; and

WHEREAS, the interests of the general public, the City, the Unions, and the Contractors/Employers would be best served if the construction work on a Project proceeded in an orderly manner without disruption caused by strikes, sympathy strikes, work stoppages, picketing, lockouts, slowdowns or other interferences with work; and

WHEREAS, the Contractors/Employers and the Unions desire to mutually establish and stabilize wages, hours, and working conditions for the workers employed on a Project and to encourage close cooperation among the Contractors/Employers and the Unions so that a satisfactory, continuous, and harmonious relationship will exist; and

WHEREAS, the parties agree that one of the primary purposes of this Agreement

is to avoid the tensions that might arise on a Project if Union and nonunion workers of different employers were to work side by side on a Project, potentially leading to labor disputes that could delay completion of a Project; and

WHEREAS, this Agreement is not intended to replace, interfere with, abrogate, diminish or modify existing local or national collective bargaining agreements in effect during a Project, insofar as any legally binding agreement exists between the Contractors/Employers and the affected Unions, except to the extent that the provisions of this Agreement conflict with provisions of the collective bargaining agreements, in which case the provisions of this Agreement shall prevail; and

WHEREAS, the City places high priority on the development of comprehensive programs for the recruitment, training, and employment of residents of the Local Area, as defined herein, and military veterans, and recognizes the ability of local pre-apprenticeship and apprenticeship programs to provide meaningful and sustainable careers in the building and construction industry; and

WHEREAS, Construction Contract(s) for work on a Project will be awarded in accordance with applicable provisions of federal, state, and local laws, including, but not limited to, the California Public Contract Code; and

WHEREAS, the City has the right to select the lowest responsive and responsible bidder for the award of a Construction Contract on a Project; and

WHEREAS, the parties to this Agreement pledge their full good faith and trust to work toward the mutually satisfactory completion of a Project pursuant to the terms and conditions of the Agreement.

NOW, THEREFORE, IT IS AGREED BETWEEN AND AMONG THE PARTIES HERETO, AS FOLLOWS:

## **ARTICLE I** **DEFINITIONS**

- 1.1 “Agreement” means this Project Stabilization Agreement.
- 1.2 “Agreement to be Bound” means the agreement (attached hereto as Addendum A) that shall be executed by each and every Contractor/Employer as a condition of working on a Project.
- 1.3 “City” means the City of Hercules, acting through its City Council, officers, employees, and authorized agents.
- 1.4 “Completion” means that point at which there is Final Acceptance by the City of a Construction Contract and the City has recorded a Notice of Completion. For purposes of this definition, “Final Acceptance” means that point in time at which the City has determined upon final inspection that the work has been completed in all respects

and all required contract documents, contract drawings, warranties, certificates, manuals and data have been submitted and training completed in accordance with the contract documents and the City has executed a written acceptance of the work.

1.5 “Construction Contract” means a public works or improvement contract (including those procured through design-bid, design-build, lease-leaseback or other project delivery methods for construction of a Project) awarded and entered into by the City to complete a Project.

1.6 “Contractor(s)/Employer(s),” “Contractors/Employers,” or “Contractor/Employer” means any individual, firm, partnership or corporation (including the prime contractor, general contractor, construction manager, project manager, design-build entity, lease-leaseback entity or equivalent entity), or combination thereof, including joint ventures, and their successors and assigns, that enters into a Construction Contract with the City, and all contractors and subcontractors of any tier.

1.7 “Council” means the Contra Costa County Building and Construction Trades Council.

1.8 “Local Area” means, in order of priority, (i) West Contra Costa County, which includes the cities of Hercules, El Cerrito, Richmond, San Pablo, and Pinole and the unincorporated communities of Kensington, El Sobrante, North Richmond, Rodeo, Crockett, and Port Costa; and (ii) the remaining areas of Contra Costa County.

1.9 “Master Agreement” means the Master Collective Bargaining Agreement of each craft Union signatory hereto.

1.10 “Project” means a City project that is funded in whole or in part with City funds and has a total project cost of \$1,000,000 or more, based on either the engineer’s estimate of the total cost of the project or the cumulative bid amount(s) submitted by the Contractor(s)/Employer(s) awarded the Construction Contract(s) for the project. All Construction Contracts required to complete an integrated Project shall be considered in determining whether this threshold is met. The City and the Council may mutually agree in writing to add additional projects or components to be covered by this Agreement. The term “Project” applies to all projects as defined in this Section, whether used in the singular or plural form herein.

1.11 “Project Manager” means the person(s) or entity(ies) designated by the City to oversee all phases of construction on a Project and the implementation of this Agreement.

1.12 “Union” or “Unions” means the Contra Costa County Building and Construction Trades Council and the Unions signatory to this Agreement, acting on their own behalf and on behalf of their respective affiliates and member organizations whose names are subscribed hereto and who have, through their officers, executed this Agreement.

## ARTICLE II SCOPE OF AGREEMENT

2.1 Parties: This Agreement applies to and is limited to all Contractors/Employers performing Construction Contracts on a Project (including subcontractors at any tier), and their successors and assigns, the City, the Council, and the Unions signatory to this Agreement.

2.2 Applicability: This Agreement governs all Construction Contracts that provide for the performance of Covered Work, as defined in Section 2.3, awarded on or after the Effective Date. This Agreement applies to all such Construction Contracts until Completion, unless otherwise set forth in this Agreement. Construction Contracts shall be considered completed as set forth in Section 1.4, except when the City directs a Contractor/Employer to engage in repairs, warranty work, punch list work, or modifications under a Construction Contract or when a Contractor/Employer performs work under a change order for a Construction Contract.

2.3 Covered Work: Covered Work includes all site preparation, surveying, construction, alteration, demolition, installation, improvement, remediation, retrofit, painting, or repair of buildings, structures and other works, and related activities for a Project that are within the craft jurisdiction of a Union and that are directly or indirectly part of a Project, including, without limitation to the following examples, geotechnical and exploratory drilling, temporary HVAC, landscaping and temporary fencing, soils and materials testing and inspection, pipelines (including those in linear corridors built to serve the Project), pumps, pump stations, start-up, modular furniture installation, final clean-up, as well as work done for a Project in temporary yards, dedicated sites, or areas adjacent to the Project, and at any on-site or off-site batch plant constructed to supply materials to a Project ("**Covered Work**"). Covered Work also includes the following:

2.3.1 Any start-up, calibration, commissioning, performance testing, repair, maintenance, and operational revisions to systems and/or subsystems for a Project performed after Completion, unless performed by City employees.

2.3.2 All on-site fabrication work over which the City, Contractor(s)/Employer(s), or subcontractor(s) possess the right of control, including work done for a Project in any temporary yard or area established for the Project, as well as any off-site work, including fabrication, that is traditionally performed by the Unions and is directly or indirectly part of the Project, provided such work is covered by a Master Agreement or local addenda to a national agreement of the applicable Union(s).

2.3.3 Except for the delivery of supplies, equipment, or materials that are stockpiled for later use, all construction trucking work, including the hauling and delivery of ready-mix, asphalt, aggregate, sand, soil, or other fill or similar material that is directly incorporated into the construction process, as well as the off-hauling of soil, sand, gravel, rocks, concrete, asphalt, excavation materials, construction debris, and

excess fill, material, and/or mud. Contractor(s)/Employer(s), including brokers, of persons providing construction trucking work shall provide certified payroll records to the City within ten (10) days of a written request or as required by the bid specifications.

2.3.4 Covered Work within the following National Agreements shall be covered by those agreements rather than this Agreement, as follows: the National Transient Lodge (NTL) Articles of Agreement, the National Stack/Chimney Agreement, the National Cooling Tower Agreement, and the National Agreement of Elevator Constructors, and any Covered Work for instrument calibration work and loop checking shall be performed under the terms of the UA/IBEW Joint National Agreement for Instrument and Control Systems Technicians, except that Articles IV, XIII and XIV of this Agreement shall apply to such work.

2.4 Exclusions: The following work is not Covered Work, and therefore not subject to this Agreement:

2.4.1 Work performed by the City's own employees as permitted by the Public Contract Code.

2.4.2 Work performed by non-construction craft employees of Contractor(s)/Employer(s), including, but not limited to, executives, managerial employees, administrative personnel, and supervisors above the level of general foreman (unless covered by an existing Master Agreement).

2.4.3 Any non-Project work performed on, near, or leading to a Project site that is undertaken by state, county, city, or other governmental bodies or their contractors, as well as work performed by public or private utilities or their contractors including all electrical utility, voice-data-video, and security installation work ahead of and up to the electrical service entry connection or the main point of entry into the building, except that all electrical utility, voice-data-video, and security installation work performed after the electrical utility service entrance or the main point of entry shall be Covered Work. Additionally, all contracted work performed ahead of the service entrance connection and main point of entry that is inside the property line for the Project and that provides for access to a building via a conduit or series of conduits shall be Covered Work.

2.4.4 Off-site maintenance of leased equipment and on-site supervision of such work.

2.4.5 Work substantially funded by any federal, state, local or other public agency that prohibits the use of project labor agreements on projects receiving its funding, or the funding of projects on which such agreements are used. With respect to such work, the City agrees to make a reasonable effort to defend the application of this Agreement, including by making a written request to the funding source. However, if only a specific provision of the Agreement is prohibited by the funding source, then, upon mutual agreement by the Council, the City shall modify the requirements of this

Agreement accordingly to allow this Agreement to remain in place and to advance the purposes of this Agreement to the maximum extent feasible.

2.4.6 Work performed by employees of a manufacturer or vendor on the manufacturer's equipment if required in order to maintain the manufacturer's warranty or guarantee on such equipment; provided that (1) the warranty agreement is the manufacturer's usual and customary warranty agreement for such equipment and is consistent with industry practice; and (2) the manufacturer or vendor has first demonstrated at the pre-job conference, by an enumeration of specific tasks, that in order to preserve the warranty, the work cannot be performed by construction persons employed under this Agreement.

2.4.7 Laboratory work for testing and inspections not covered by a Master Agreement.

2.4.8 Maintenance work, as defined by Public Contract Code section 22002(d), that is performed for Hercules Landscape and Lighting Assessment Districts and where the applicable contract is an annual contract that has an average value of less than one million dollars (\$1,000,000) per year.

2.5 Award of Contracts: The City retains the right to reject any and all bids and to re-advertise or cancel a Project. If the City re-advertises a Project, the re-advertised Project will remain subject to this Agreement. It is understood and agreed that the City has the right to select any qualified bidder for the award of Construction Contracts under this Agreement. The bidder need only be willing, ready, and able to comply with this Agreement. It is further agreed that this Agreement shall be included in all invitations to bid or solicitations for proposals from contractors or subcontractors for work on the Project. A copy of all invitations to bid shall be provided to the Council at the time of issuance.

### **ARTICLE III** **EFFECT OF AGREEMENT**

3.1 By executing this Agreement, the Council, the Unions, and the City agree to be bound by each and every provision of this Agreement.

3.2 By accepting the award of a Construction Contract for a Project, whether as a Contractor/Employer or subcontractor thereunder, the Contractor/Employer agrees to be bound by each and every provision of this Agreement and agrees to evidence its acceptance prior to the commencement of work by executing the **Agreement to be Bound** in the form attached hereto as **Addendum A**.

3.3 At the time that any Contractor/Employer enters into a subcontract under a Construction Contract, the Contractor/Employer shall provide a copy of this Agreement to the subcontractor and shall require the subcontractor, as a condition of accepting the award of a construction subcontract, to agree to be bound by each and

every provision of this Agreement, by executing the Agreement to be Bound, prior to the commencement of work. The obligations of a Contractor/Employer may not be evaded by subcontracting.

3.4 This Agreement shall only be binding on the signatory parties hereto, and their successors and assigns, and shall not apply to the parents, affiliates, subsidiaries, or other ventures of any such party. Each Contractor/Employer shall alone be liable and responsible for its own individual acts and conduct and for any breach or alleged breach of this Agreement, except as otherwise provided by law or the applicable Master Agreement. Any dispute between the Union(s) and the Contractor(s)/Employer(s) with respect to compliance with this Agreement shall not affect the rights, liabilities, obligations, and duties between the Union(s) and other Contractor(s)/Employer(s) party to this Agreement.

3.5 It is mutually agreed by the parties that any liability by a Union signatory to this Agreement shall be several and not joint. Any alleged breach of this Agreement by a Union shall not affect the rights, liabilities, obligations, and duties between the Contractor(s)/Employer(s) and the other Union(s) party to this Agreement.

3.6 The provisions of this Agreement, including the Master Agreements incorporated herein by reference, shall apply to Covered Work under this Agreement, notwithstanding the provisions of any other local, area, and/or national agreements which may conflict with or differ from the terms of this Agreement. To the extent a provision of this Agreement conflicts with a Master Agreement, the provision of this Agreement shall prevail. Where a provision of a Master Agreement does not conflict with this Agreement, the provision of the Master Agreement shall apply.

#### **ARTICLE IV**

### **WORK STOPPAGES, STRIKES, SYMPATHY STRIKES AND LOCKOUTS**

4.1 The Unions, City, and Contractor(s)/Employer(s) covered by this Agreement agree that for the duration of the Project:

4.1.1 There shall be no strikes, sympathy strikes, work stoppages, picketing, handbilling, slowdowns, withholding of work, unlawful refusals to work, lockouts, sickouts, walk-offs, sit-downs, stand-ins, wobbles, boycotts, or other work stoppages, or otherwise advising the public that a labor dispute exists, for any reason, by the Unions or employees employed on a Project, at the job site of a Project. In addition, there shall be no strikes, sympathy strikes, work stoppages, picketing, handbilling, slowdowns, withholding of work, unlawful refusals to work, lockouts, sickouts, walk-offs, sit-downs, stand-ins, wobbles, boycotts, or other work stoppages, or otherwise advising the public that a labor dispute exists, for any reason, at any other City facility because of a dispute on the Project. Except as set forth herein, disputes arising between the Unions and Contractor(s)/Employer(s) on other projects not subject to this Agreement, are not governed by the terms of the Agreement or this Article.

4.1.2 There shall be no lockout of any kind by a Contractor/Employer of workers employed on a Project.

4.1.3 If a Master Agreement expires before the Contractor/Employer completes the performance of work under a Construction Contract and the Union or Contractor/Employer gives notice of a demand for a new or modified Master Agreement, the Union agrees that it will not strike on Covered Work or engage in any work disruption as described in Section 4.1.1 and the Union and the Contractor/Employer agree that the expired Master Agreement shall continue in full force and effect for Covered Work until a new or modified Master Agreement is reached. If the new or modified Master Agreement provides that any terms of the Master Agreement shall be retroactive, the Contractor/Employer agrees to comply with any retroactive terms of the new or modified Master Agreement that are applicable to any employees who were employed on a Project during the interim, with retroactive payment due within seven (7) calendar days of the effective date of the new or modified Master Agreement. For the avoidance of doubt, Section 4.1.1 shall remain applicable for the duration of a Project even where a Master Agreement has expired.

4.1.4 In consideration of the foregoing, the Contractor(s)/Employer(s) shall not incite, encourage, or participate in any lockout or cause to be locked out any employee covered under the provisions of this Agreement. The term "lockout" does not include the City's decision to terminate or suspend work on the site or any portion thereof for any operational reason.

4.1.5 In the case of nonpayment of wages or trust fund contributions on the Project, the Union shall give the City and the Contractor(s)/Employer(s) three (3) business days' notice when nonpayment of trust fund contributions has occurred and one (1) business days' notice when nonpayment of wages has occurred or when paychecks being tendered to a financial institution normally recognized to honor such paychecks will not honor such paycheck, of the intent to withhold labor from the Contractor(s)/Employer(s)' or their subcontractors' workforce, during which time the Contractor/Employer may correct the default. In this instance, a Union's withholding of labor (but not picketing) from a Contractor/Employer who has failed to pay its fringe benefit contributions or failed to meet its weekly payroll shall not be considered a violation of this Article.

4.1.6 Notification: If the City or any Contractor/Employer contends that any Union has violated this Article, it will notify the Senior Executive of the Council and the Senior Executive of the Union, in writing, setting forth the facts alleged to violate the Article, prior to instituting the expedited arbitration procedure set forth below. The Council will immediately use its best efforts to cause the cessation of any violation of this Article. The leadership of the Union will immediately inform the workers of their obligations under this Article. A Union complying with this obligation shall not be held responsible for the unauthorized acts of employees it represents.

4.2 Expedited Arbitration: Any party to this Agreement shall institute the

following procedure, prior to initiating any other action at law or equity, when a breach of this Article is alleged to have occurred.

4.2.1 A party invoking this procedure shall notify Robert Hirsch, as the permanent arbitrator, or David Weinberg, as the alternate arbitrator, under this procedure. If the permanent arbitrator is unavailable at any time, the alternate will be contacted. If neither is available, the parties shall select an arbitrator from the list in Section 13.4. Notice to the arbitrator shall be by the most expeditious means available, with notice by email or telephone to the City, the involved Contractor/Employer, and the party alleged to be in violation, and to the Council and involved local Union if a Union is alleged to be in violation.

4.2.2 Upon receipt of said notice, the City will contact the permanent arbitrator named above, or the alternate if the permanent arbitrator is not available, who will attempt to convene a hearing within 24 hours if it is contended that the violation still exists.

4.2.3 The arbitrator shall notify the parties by email or telephone of the place and time for the hearing. The hearing shall be completed in one session, which, with appropriate recesses at the arbitrator's discretion, shall not exceed twenty-four (24) hours unless otherwise agreed upon by all parties. A failure of any party to attend the hearing shall not delay the hearing of evidence or the issuance of an award by the arbitrator.

4.2.4 The sole issue at the hearing shall be whether or not a violation of Section 4.1 of the Agreement has occurred. The arbitrator shall have no authority to consider any matter of justification, explanation or mitigation of such violation or to award damages, which issue is reserved for court proceedings, if any. The award shall be issued in writing within three (3) hours after the close of the hearing, and may be issued without a written opinion. If any party desires a written opinion, one shall be issued within fifteen (15) calendar days, but the parties shall not delay compliance with or enforcement of the award due to the issuance of a written opinion. The arbitrator may order cessation of the violation of this Article, and the arbitrator's award shall be served on all parties by hand or registered mail upon issuance. If a party found in violation of this Article fails to comply with the arbitrator's award ordering the party to cease the violation, the party in violation shall pay to the affected party as liquidated damages the sum of \$10,000 per shift for which it fails to comply, or portion thereof, until such violation is ceased. The arbitrator shall retain jurisdiction to resolve any disputes regarding the liquidated damages claimed under this Section, but such retention shall not prevent the moving party from seeking judicial enforcement of the initial decision as allowed in Section 4.2.5 below.

4.2.5 The arbitrator's award may be enforced by any court of competent jurisdiction upon the filing of this Agreement and all other relevant documents referred to above in the manner set forth in this Section. The party filing such enforcement proceedings shall give written notice to the other party. In a proceeding to obtain a

temporary order enforcing the arbitrator's award as issued under this Article, all parties waive the right to a hearing and agree that such proceeding may be ex parte. However, such agreement does not waive any party's right to seek or participate in a hearing for a final order of enforcement. Any court order enforcing the arbitrator's award shall be served on all parties by hand or delivered by certified mail.

4.2.6 Any rights created by statute or law governing arbitration proceedings inconsistent with the above procedure, or which interfere with compliance with the above procedure, are waived by the parties.

4.2.7 The fees and expenses of the arbitrator shall be divided equally between the party instituting the arbitration proceedings provided in this Article and the party alleged to be in breach of its obligation under this Article.

4.2.8 Should either the permanent or the alternate arbitrator identified above no longer work as a labor arbitrator, the City and the Council shall mutually agree to a replacement.

## **ARTICLE V** **PRE-JOB CONFERENCES**

5.1 **Timing:** The Project Manager shall convene and conduct, at a location and time mutually agreeable to the Council, a pre-job conference with the Unions and the representatives of all involved Contractors/Employers, who shall be prepared to announce craft assignments and discuss in detail the scope of work and the other issues set forth below, at least fourteen (14) calendar days prior to:

- (a) The commencement of any Project work, and
- (b) The commencement of Project work under a subsequently awarded Construction Contract.

5.2 The pre-job conference shall be attended by a representative of each participating Contractor/Employer and each affected Union. The Council and City may attend at their discretion.

5.3 The pre-job conference shall include, but not be limited to, the following subjects:

- (a) A listing of the scope of work for each Contractor/Employer;
- (b) The craft assignments;
- (c) The estimated number of craft workers required to perform the work;
- (d) Transportation arrangements;

- (e) The estimated start and completion dates of the work; and
- (f) Discussion of pre-fabricated materials.

5.4 Review Meetings: The City and the Council shall have the right to call a meeting of the appropriate parties to ensure the terms of this Agreement are being fulfilled.

## **ARTICLE VI** **NO DISCRIMINATION**

6.1 Discrimination based on race, national origin, religion, sex, sexual orientation, political affiliation, or membership in a labor organization in hiring and dispatching workers for a Project is prohibited. The Contractors/Employers and the Unions agree to comply with all anti-discrimination provisions of federal, state, and local law to protect employees and applicants for employment on the Project.

## **ARTICLE VII** **UNION SECURITY**

7.1 The Contractors/Employers recognize the Unions as the sole bargaining representative of all craft employees performing Covered Work under this Agreement, and all such employees must be represented by a Union for the duration of their employment on a Project.

7.2 The Contractors/Employers shall make and transmit all deductions for Union dues, fees, and assessments that have been authorized by employees in writing in accordance with the applicable Master Agreement. This Agreement does not require any employee of a non-Union contractor to join a Union or to pay dues or fees to a Union as a condition of working on the Project; however, nothing in this Article is intended to supersede the requirements of the applicable Master Agreements as to Contractors/Employers signatory to such Master Agreements and as to employees of those Contractors/Employers who are performing Covered Work.

7.3 Authorized representatives of the Unions shall have access to a Project whenever Covered Work is being, has been, or will be performed on the Project.

## **ARTICLE VIII** **REFERRAL**

8.1 The Contractor(s)/Employer(s) performing construction work on a Project shall, in filling craft job requirements, utilize and be bound by the registration facilities and referral systems established or authorized by the Unions signatory hereto. The Contractor(s)/Employer(s) shall have the right to reject any applicant referred by the Union(s), in accordance with the applicable Master Agreement.

8.2 The Contractor(s)/Employer(s) shall have the unqualified right to select

and hire directly all supervisors above the level of general foreman that it considers necessary and desirable, without such persons being referred by the Union(s), unless covered by a Master Agreement.

8.3 In the event that referral facilities maintained by the Union(s) are unable to fill the requisition of a Contractor/Employer for employees within a forty-eight (48) hour period (Saturdays, Sundays and Holidays excluded) after such requisition is made by the Contractor/Employer, the Contractor/Employer shall be free to obtain the worker(s) from any source. A Contractor/Employer who hires a worker pursuant to this Section shall immediately provide the appropriate Union with the name and address of such worker and shall immediately direct such worker to the appropriate Union hiring hall to be referred for work on the Project.

8.4 It is in the interest of the parties to this Agreement to facilitate employment of Local Area residents and to use resources in the Local Area in construction of the Project. The objective of the parties is that at least 25% of the total hours worked on the Project, including apprentice hours, will be performed by residents of the Local Area. The Unions will exert their utmost efforts to recruit and refer sufficient numbers of skilled craft persons from the Local Area who possess the requisite skills and qualifications to fulfill the needs and requirements of the Contractor(s)/Employer(s) and the requirements of this Article. To the fullest extent allowed by law and the Unions' lawful hiring hall provisions, residents of the Local Area, including journeymen and apprentices, shall be referred for Covered Work under this Agreement.

8.5 Contractor(s)/Employer(s) shall utilize the "name-call", "re-hire", "transfer" and or "sponsorship" options, where available under a craft's Master Agreement and the Union hiring hall rules, to maximize the participation of Local Area residents on the Project.

8.6 Contractor(s)/Employer(s) shall maintain an updated list containing the craft classification of any worker hired for the Project along with the city and zip code associated with each worker's residence and shall provide that list to the City and/or Council upon request. Alternatively, the City and/or Council may request certified payroll records from the Contractor(s)/Employer(s). For purposes of establishing residency, Post Office boxes will not be accepted.

## **ARTICLE IX** **WAGES AND BENEFITS**

9.1 The Contractors/Employers agree to pay all benefit contributions required by the applicable Master Agreement(s), including but not limited to the vacation, pension and/or other deferred compensation, apprenticeship, worker protection and assistance, health benefit funds, and any other funds established by the applicable Master Agreement(s) for each hour worked on a Project, in the amounts designated in the applicable Master Agreement(s).

9.2 By signing this Agreement, the Contractors/Employers adopt and agree to be bound by the written terms of the legally established Trust Agreements for the benefit funds described in Section 9.1, which may from time to time be amended, specifying the detailed basis upon which payments are to be made into, and benefits paid out of, such Trust Funds. The Contractors/Employers authorize the parties to such local Trust Agreements to appoint trustees and successor trustees to administer the Trust Funds and hereby ratify and accept the trustees so appointed as if they were appointed by the Contractors/Employers. The Contractors/Employers agree to execute a separate subscription agreement(s) when such Trust Fund(s) requires such document(s).

9.3 Wages, Hours, Terms and Conditions of Employment: The wages, hours and other terms and conditions of employment on a Project shall be governed by the Master Agreement of the respective craft, to the extent such Master Agreement is not inconsistent with this Agreement. Where a subject is covered by the Master Agreement and not covered by this Agreement, the Master Agreement will prevail. When a subject is covered by both the Master Agreement and this Agreement, to the extent there is any conflict, this Agreement will prevail.

9.4 Holidays: Holidays shall be as set forth in the applicable Master Agreement.

## **ARTICLE X** **APPRENTICES**

10.1 Recognizing the need to develop adequate numbers of competent workers in the construction industry, including on public works projects, the Contractor(s)/Employer(s) shall employ apprentices from a California state-approved Joint Apprenticeship Training Program in their respective crafts, to perform such work as is within their capabilities and which is customarily performed by the craft in which they are indentured.

10.2 Apprentice ratios must comply with the provisions of the California Labor Code and the applicable state prevailing wage determination.

10.3 The objective of the parties is that at least 25% of the apprentices employed on a Project will be from the Local Area. The employment of apprentices shall count toward the 25% local hiring goal in Section 8.4. All Local Area apprentices referred to Contractor(s)/Employer(s) under this Agreement shall be enrolled in State of California-approved Joint Apprentice Training Programs, in accordance with Section 10.1, and the prioritization of apprenticeship hiring shall be consistent with the law, hiring hall procedures of the Unions, and the standards and procedures of the Joint Apprenticeship and Training Committee. The Contractor(s)/Employer(s) shall reach this goal through utilization of the normal hiring hall procedures. The Unions are committed to working with the Contractor(s)/Employer(s) to achieve these goals.

10.4 Consistent with the Master Agreements, there shall be no restriction on the utilization of apprentices in performing the work of their craft provided they are properly indentured and supervised.

## **ARTICLE XI** **HELMETS TO HARDHATS**

11.1 The Contractor(s)/Employer(s) and Unions recognize a desire to facilitate the entry into the building and construction trades of veterans who are interested in careers in the building and construction industry. The Contractor(s)/Employer(s) and Unions agree to utilize the services of the Center for Military Recruitment, Assessment and Veterans Employment ("**Center**"), and the Center's "Helmets to Hardhats" program to serve as a resource for preliminary orientation, assessment of construction aptitude, referral to apprenticeship programs or hiring halls, counseling and mentoring, support network, employment opportunities and other needs as identified by the parties.

11.2 The Unions and Contractor(s)/Employer(s) agree to coordinate with the Center to participate in an integrated database of veterans who are interested in working on the Projects and of apprenticeship and employment opportunities for the Projects. To the extent permitted by law, the Unions will give credit to such veterans for bona fide, provable past experience.

## **ARTICLE XII** **COMPLIANCE**

12.1 It shall be the responsibility of the Contractor(s)/Employer(s) and Unions to investigate and monitor compliance with Article IX of this Agreement. Nothing in this Agreement shall be construed to interfere with or supersede the usual and customary legal remedies available to the Unions and/or employee benefit Trust Funds to collect delinquent wages or contributions from Contractor(s)/Employer(s) on a Project. The City shall monitor and enforce the Contractor(s)/Employer(s) compliance with state prevailing wage requirements, as may be required by the Labor Code, as well as the Contractors/Employers' compliance with this Agreement.

## **ARTICLE XIII** **GRIEVANCE ARBITRATION PROCEDURE**

13.1 Project Labor Disputes: All disputes involving the application or interpretation of a Master Agreement to which a Contractor/Employer and a Union are parties shall be resolved pursuant to the resolution procedures of that Master Agreement. All disputes relating to the interpretation or application of this Agreement, other than disputes under Article IV and Article XIV, shall be resolved by a neutral arbitrator pursuant to the grievance arbitration procedures set forth in this Article.

13.2 Employee Discipline: All disputes involving the discipline and/or discharge of an employee working on a Project shall be resolved through the grievance

and arbitration provisions contained in the Master Agreement for the craft of the affected employee. No employee working on a Project shall be disciplined or discharged without just cause.

13.3 No grievance shall be recognized unless the grieving party (Union or District Council on its own behalf, or on behalf of an employee whom it represents, or a Contractor/Employer on its own behalf) provides notice in writing to the party with whom it has a dispute within five (5) business days after becoming aware of the dispute but in no event more than thirty (30) business days after it reasonably should have become aware of the event giving rise to the dispute. Time limits may be extended by mutual written agreement of the parties.

13.4 Grievances shall be settled according to the following procedures:

Step 1: Within five (5) business days after the receipt of the written notice of the grievance, the representative of the involved Union or District Council, or his/her designee, and the representative of the involved Contractor/Employer, shall confer and attempt to resolve the grievance.

Step 2: If the grievance is not resolved at Step 1, within five (5) business days of the Step 1 meeting or the conclusion of efforts to resolve the grievance at Step 1, the alleged grievance may be referred in writing by either involved party to the Business Manager(s) of the affected Unions involved and the Labor Relations Manager of the Contractor/Employer, or the designated representative of the Contractor/Employer, for discussion and resolution. This time limit may be extended by mutual consent of both parties. Regardless of which party has initiated the grievance, the Union shall notify its International Union representative prior to the Step 2 meeting, and the International Union representative shall advise if it intends to participate in the Step 2 meeting. The Project Manager and the Council shall have the right to participate in any efforts to resolve the dispute at Step 2.

Step 3: If the grievance is not resolved at Step 2, either party may request the dispute be submitted to arbitration within five (5) business days of the Step 2 meeting or the conclusion of efforts to resolve the grievance at Step 2. This time limit may be extended by mutual consent of both parties. Within five (5) business days after referral of a dispute to arbitration, the representatives shall notify the permanent arbitrator designated in Article IV, or if not available, the alternate arbitrator designated in Article IV, for final and binding arbitration. If the permanent arbitrator or the alternate is not available, an arbitrator shall be selected by the alternate striking method from the list below. The order of striking names from the list of arbitrators shall be determined by a coin toss, the winner of which shall decide whether they wish to strike first or second.

1. Carol Vendrillo
2. William Riker

### 3. Sara Adler

13.5 The decision of the arbitrator shall be final and binding on all parties. The arbitrator shall have no authority to change, amend, add to, or detract from any of the provisions of the Agreement. The expense of the arbitrator shall be borne equally by both parties. The arbitrator shall arrange for a hearing on the earliest available date from the date of his/her selection. A decision shall be given to the parties within five (5) calendar days after completion of the hearing unless such time is extended by mutual agreement. A written opinion may be requested by a party from the presiding arbitrator.

13.6 The time limits specified at any step of these grievance procedures may be extended by mutual agreement of the parties. However, failure to process a grievance, or failure to respond in writing within the time limits provided above, without an agreed upon extension of time, shall be deemed a waiver of such grievance without prejudice, or without precedent to the processing and/or resolution of like or similar grievances or disputes.

13.7 In order to encourage the resolution of disputes and grievances at Steps 1 and 2, the parties agree that such settlements shall not be precedent setting.

13.8 Retention: At the time a grievance is submitted under this Agreement or any Master Agreement, the Union(s) may request that the City withhold and retain an amount from what is due and owing to the Contractor/Employer against whom the grievance is filed, or its higher-tier contractor, sufficient to cover the damages alleged in the grievance, should the Union(s) prevail, or require the Contractor/Employer involved in the grievance to obtain a bond sufficient to cover the damages alleged in the grievance, should the Union(s) prevail. The City may decline to make the requested withholding based on the terms of the applicable Construction Contract or if such withholding would be in violation of law.

13.9 Should any of the arbitrators listed in this Article or Article IV no longer work as a labor arbitrator, the City and the Council shall mutually agree to a replacement.

## **ARTICLE XIV** **WORK ASSIGNMENTS AND JURISDICTIONAL DISPUTES**

14.1 The assignment of Covered Work will be solely the responsibility of the Contractor/Employer performing the work involved; and such work assignments will be in accordance with the Plan for the Settlement of the Jurisdictional Disputes in the Construction Industry (the "**Plan**") or any successor Plan.

14.2 All jurisdictional disputes on a Project between or among the Unions and the Contractors/Employers that are parties to this Agreement, shall be settled and adjusted according to the present Plan established by the Building and Construction Trades Department or any other plan or method of procedure that may be adopted in

the future by the Building and Construction Trades Department. Decisions rendered shall be final, binding and conclusive on the Contractor(s)/Employer(s) and Unions that are parties to this Agreement.

14.3 If a dispute arising under this Article involves the Northern California Carpenters Regional Council or any of its subordinate bodies, an arbitrator shall be chosen by the procedures specified in Article V, Section 5 of the Plan from a list composed of John Kagel, Robert Hirsch, and Thomas Pagan, and the arbitrator's hearing on the dispute shall be held at the offices of the California State Building and Construction Trades Council in Sacramento, California within fourteen (14) calendar days of the selection of the arbitrator. All other procedures shall be as specified in the Plan.

14.4 All jurisdictional disputes shall be resolved without the occurrence of any strike, work stoppage, or slow-down of any nature, and the Contractor/Employer's assignment shall be adhered to until the dispute is resolved. Individual employees violating this Section shall be subject to immediate discharge.

14.5 Each Contractor/Employer will conduct a pre-job conference with the Council prior to commencing Covered Work. The Project Manager and the City will be advised in advance of all such conferences and may participate if they wish. Pre-job conferences for different Contractors/Employers may be held together.

#### **ARTICLE XV** **MANAGEMENT RIGHTS**

15.1 Consistent with the Master Agreements, the Contractor(s)/Employer(s) shall retain full and exclusive authority for the management of their operations, including the right to direct their work force in their sole discretion. No rules, customs or practices shall be permitted or observed which limit or restrict production, or limit or restrict the working efforts of employees, except that lawful manning provisions in the Master Agreement shall be recognized.

#### **ARTICLE XVI** **DRUG AND ALCOHOL TESTING**

16.1 The use, sale, transfer, purchase and/or possession of a controlled substance, alcohol and/or firearms at any time during the work day is prohibited.

16.2 Drug and alcohol testing shall be conducted in accordance with the substance abuse prevention policies set forth in the applicable Master Agreement.

#### **ARTICLE XVII** **SAVINGS CLAUSE**

17.1 If any article, provision, clause, sentence or word of this Agreement is determined to be illegal or void as being in contravention of any applicable law, by a

court of competent jurisdiction, the remainder of the Agreement shall remain in full force and effect and the parties shall substitute, by mutual agreement, in its place and stead, an article, provision, clause, sentence or word that will meet the objections to its validity and that will be in accordance with its original intent.

17.2 In the event a decision of a court of competent jurisdiction materially alters the terms of this Agreement such that the intent of the parties is defeated, then the entire Agreement shall be null and void.

17.3 If a court of competent jurisdiction determines that all or part of the Agreement is invalid and/or enjoins the City from complying with all or part of its provisions, and the City accordingly determines that compliance with this Agreement will not be required to perform work under a Construction Contract, then the Unions will no longer be bound by Article IV.

### **ARTICLE XVIII** **TERM**

18.1 This Agreement shall apply to Construction Contract(s) until Completion in accordance with Sections 1.4 and 2.2.

18.2 This Agreement shall become effective on the Effective Date. It shall remain in full force and effect for a period of five years from the Effective Date. At least six months prior to each five-year anniversary of the Effective Date, the parties agree to meet to discuss the Agreement, any proposed changes, and whether each party desires to extend the Agreement. Prior to the five-year anniversary of the Effective Date, the City shall present to the City Council on the status of the Agreement. Absent changes or termination by written notice of either the City or the Council, the Agreement will roll over for an additional five years.

### **ARTICLE XIX** **MISCELLANEOUS PROVISIONS**

19.1 The headings contained in this Agreement are inserted for convenience only and shall not affect in any way the meaning or interpretation of this Agreement. All defined terms used in this Agreement shall be deemed to refer to the singular and/or plural, in each instance as the context and/or particular facts may require.

19.2 This Agreement may be executed in counterparts, such that original signatures may appear on separate pages and when bound together all necessary signatures shall constitute an original. Faxed or emailed signature pages transmitted to other parties to this Agreement shall be deemed the equivalent of original signatures.

19.3 Each of the persons signing this Agreement represents and warrants that such person has been duly authorized to sign this Agreement on behalf of the party indicated, and each of the parties signing this Agreement warrants and represents that

such party is legally authorized and entitled to enter into this Agreement.

19.4 The parties acknowledge that this is a negotiated agreement, that they have had the opportunity to have this Agreement reviewed by their respective legal counsel, and that the terms and conditions of this Agreement are not to be construed against any party on the basis of such party's draftsmanship thereof.

[SIGNATURES TO FOLLOW]

<p>CONTRA COSTA COUNTY BUILDING AND CONSTRUCTION TRADES COUNCIL</p> <p>By: _____ Bill Whitney, CEO</p>	<p>Date: _____</p>
<p>CITY OF HERCULES</p> <p>By: _____ Dante Hall, City Manager</p>	<p>Date: _____</p>
<p>ATTEST:</p> <p>By: _____ Eibleis Melendez, City Clerk</p>	<p>Date: _____</p>
<p>APPROVED AS TO FORM:</p> <p>By: _____ Patrick Tang, City Attorney</p>	<p>Date: _____</p>

**[UNION SIGNATURES]**

**ADDENDUM A  
AGREEMENT TO BE BOUND**

[Date]  
[Addressee]  
[Address]

Re: Project Stabilization Agreement for the City of Hercules  
Agreement to be Bound

Dear \_\_\_\_\_:

The undersigned confirms that it agrees to be a party to and bound by the Project Stabilization Agreement for the City of Hercules (“**Agreement**”) as such Agreement may, from time to time, be amended by the parties or interpreted pursuant to its terms.

By executing this Agreement to be Bound, the undersigned subscribes to, adopts and agrees to be bound by the written terms of the legally established trust fund agreements as set forth in Section 9.1 of the Agreement, as they may from time to time be amended, specifying the detailed basis upon which contributions are to be made into, and benefits made out of, such trust funds, and ratifies and accepts the trustees appointed by the parties to such trust funds. The undersigned agrees to execute a separate subscription agreement(s) for such trust funds when such trust fund(s) require(s) such document(s).

The obligation to be a party to and bound by the Agreement shall extend to all work covered by the Agreement undertaken by the undersigned. The undersigned shall require all of its subcontractors, of whatever tier, to become similarly bound for all their work within the scope of the Agreement by signing an identical Agreement to be Bound.

This letter shall constitute a subscription agreement, to the extent of the terms of the letter.

Contractor/Subcontractor: \_\_\_\_\_

California Contractor State License No. or Motor Carrier (CA) Permit No.: \_\_\_\_\_

Name of Authorized Person (print): \_\_\_\_\_

Signature of Authorized Person: \_\_\_\_\_

Title of Authorized Person: \_\_\_\_\_

Telephone Number of Authorized Person: \_\_\_\_\_

Address of Authorized Person: \_\_\_\_\_

CA DIR Registration Number: \_\_\_\_\_

**DISCUSSION AND/OR ACTION  
AGENDA ITEM  
2. 22-831**



## STAFF REPORT TO THE CITY COUNCIL

**DATE:** Regular Meeting of April 9, 2024

**TO:** Mayor and Members of the City Council

**VIA:** Dante Hall, City Manager

**SUBMITTED BY:** Michael Roberts, Public Works Director/City Engineer

**SUBJECT:** Initiation of FY 2024/25 Landscape and Lighting Assessment District Proceedings

### RECOMMENDATION ACTION:

It is recommended by City staff that City Council adopt a resolution directing the filing of the Annual Engineer's Reports for the City of Hercules Landscaping and Lighting Assessment District No. 83-2, Victoria by the Bay Landscaping and Lighting Assessment District No. 2002-1, Hercules Village Landscaping and Lighting Assessment District No. 2002-2, Baywood Landscaping and Lighting Assessment District No. 2004-1, and Bayside Landscaping and Lighting Assessment District No. 2005-1 pursuant to the Landscaping and Lighting Act of 1972; and directing staff to begin the process of holding a Proposition 218 election for the Victoria by the Bay Landscaping and Lighting Assessment District No. 2002-1 to ask the property owners of the district to consider an assessment increase.

### EXECUTIVE SUMMARY:

As required by the Landscaping and Lighting Act of 1972 (hereinafter "the Act"), the first step in the annual process to levy and collect assessments through the City's five (5) Landscaping and Lighting Assessment Districts (LLADs) is the preparation of an annual Engineer's Report for each LLAD. The Act requires the City adopt a resolution ordering the filing of the Engineer's Report and that the Engineer's Report identify the following:

- 1) The fiscal year for which the report applies.
- 2) Any proposed new improvements or any substantial changes in existing improvements.
- 3) Plans and specifications for the improvements.

- 4) An estimate of the cost of the improvements, including:
  - a. The total cost for improvements to be made that year, being the total cost of constructing or installing all proposed improvements and of maintaining and servicing all existing and proposed improvements, including all incidental expenses. This may include a reserve which shall not exceed the estimated cost of maintenance and servicing through December 31st of the fiscal year, or whenever the City expects to receive its first installment of special assessments and tax collections from the County, whichever is later.
  - b. The amount of any surplus or deficit in the improvement fund to be carried over from a previous fiscal year.
  - c. The amount of any contributions to be made from sources other than assessments.
  - d. The net amount to be assessed upon assessable lands within the LLAD.
- 5) A diagram for the LLAD.
- 6) An assessment of the estimated cost of the improvements, which will do the following:
  - a. State the net amount to be assessed upon assessable lands within the LLAD.
  - b. Describe each assessable lot or parcel of land within the LLAD.
  - c. Assess the net amount upon all assessable lots or parcels of land within the LLAD by apportioning that amount among the several lots or parcels in proportion to the estimated benefits to be received by each lot or parcel from the improvements.

The Victoria by the Bay LLAD is currently experiencing an operating and cumulative deficit. The financial status of the Victoria by the Bay LLAD was discussed in detail at the February 27, 2024 City Council meeting. City Council directed City staff to bring the item back for further discussion outlining the different viable options for the Victoria by the Bay LLAD. At the March 26, 2024 City Council meeting, Council directed City staff to proceed with Proposition 218 proceedings to obtain property owner approval to increase assessment within the Victoria by the Bay LLAD commencing with FY 2024/25. If the assessment increase is not approved by Victoria by the Bay LLAD, cost cutting measures associated with the in-tract residential parkway strips will be implemented in FY 2024/25 upon City Council direction. Also, the job description for a Lighting and Landscaping Program Supervisor will be reviewed on April 23 but if the position were approved it would be cost neutral for Victoria.

The adoption of the recommended resolution directs the preparation of the Engineer's Report for each LLAD which will be brought to City Council for preliminary approval at the April 23, 2024 City Council meeting and authorize Proposition 218 proceedings to notice and ballot property owners within the Victoria by the Bay Landscaping and Lighting Assessment District No. 2002-1 (Victoria by the Bay LLAD) to approve a two-step fixed assessment increase to be implemented in FY 2024/25 and FY 2025/26. The Victoria by the Bay LLAD maximum annual assessment for each single-family home would increase by \$150 for FY 2024/25 and would increase again by \$150 for FY 2025/26.

## **BACKGROUND:**

### Landscaping and Lighting Assessment District No. 83-2

Landscaping and Lighting Assessment District No. 83-2 (hereinafter "LLAD No. 83-2") was formed on January 5, 1984 by Resolution No. 84-7. LLAD No. 83-2 originally consisted of four residential areas or zones: Zone 1 (Olympian Hills, Citation Homes West of San Pablo and Historic Homes), Zone 2 (Foxboro and Willow Glen Apartments), Zone 3 (Valley Oaks and Tiffany Ridge) and Zone 4 (Falcon Heights).

Later in 1984; Zones 3 and 4 were combined when connected by the Marsten Ranch development annexation; Zone 5 (commercial and undeveloped properties) was annexed to LLAD No. 83-2, Zone 6 (Village Parkway) a residential area was separated from Zone 5 upon development, and Zone 7 (Hanna Ranch) was annexed to the LLAD No. 83-2.

In 1991, the existing neighborhoods known as Zone 8 (Trees and Flowers) and Zone 9 (Birds and Country Run) and Zone 10 (Citywide park and recreation facilities) were annexed to LLAD No. 83-2 following a mailed assessment ballot proceeding.

In 1997 the assessment methodology was revised to conform to the requirements of Article XIII D of the California Constitution (enacted by Proposition 218). An assessment ballot proceeding in June of 1997 confirmed LLAD No. 83-2. The June 1997 assessment ballot authorized the City to levy and collect assessments through FY 2002/03. The 1997 assessment ballot proceeding also authorized the City to increase assessments annually by the prior year's change in the Consumer Price Index (CPI) each fiscal year through FY 2002/03.

In FY 2003/04 the property owners approved an assessment increase commencing FY 2003/04 and approved the continuation of LLAD No. 83-2 through FY 2012/13. The 2003 assessment ballot proceeding also authorized the City to annually increase assessments by the prior year's change in the Consumer Price Index (CPI) each fiscal year through FY 2012/13.

In May of 2010, the property owners approved three (3) major changes to LLAD No. 83-2 commencing in FY 2010/11:

- 1) The removal of the assessment levy sunset date of FY 2012/13 and allowing LLAD No. 83-2 to continue in perpetuity.
- 2) Continuation of the authorization to increase assessments annually by the prior year's change in the Consumer Price Index (CPI).
- 3) Changes to the assessment methodology to recognize changes to developing areas to provide consistency throughout LLAD No. 83-2.

In FY 2016/17 the City conducted a Proposition 218 election to increase assessments in LLAD No. 83-2 Benefit Zones 1, 3&4, 5C, 6, and 7 for FY 2017/18. The assessment increase was approved by property owners in Benefit Zone 5C for FY 2017/18. In FY 2017/18 the City conducted a Proposition 218 election to increase assessments in LLAD No. 83-2 Benefit Zones 1, 3&4, 6, 7 and 9 for FY 2018/19. The assessment increase was approved by property owners in Benefit Zone 9 for FY 2018/19. In FY 2018/19 the City conducted a Proposition 218 election to increase assessments in LLAD No. 83-2 Benefit Zone 1 and the areas of Benefit Zone 7 excluding Bay Pointe, Bravo, and Caprice for FY 2019/20. The assessment increase was approved by property owners in Benefit Zone 1 and the areas of Benefit Zone 7 excluding Bay Pointe, Bravo, and Caprice within LLAD No. 83-2 for FY 2019/20.

#### Victoria by the Bay Landscaping and Lighting Assessment District No. 2002-1

The Victoria by the Bay development was required to install approximately 24 acres of landscaped medians, frontages and parks and 211 streetlights as a condition of approval of the development. The area was formerly part of Zone 5C in LLAD No. 83-2. The improvements in the Victoria by the Bay development were determined to be distinct from other improvements within existing LLAD No. 83-2 and to require a higher level of maintenance. Therefore, the development was detached from LLAD No. 83-2 and the Victoria by the Bay LLAD was formed on May 14, 2002 by Resolution No. 02-050 of the City Council pursuant to the Landscaping and Lighting Act of 1972.

In the fall of 2023, the City conducted Proposition 218 proceedings to increase assessments in the Victoria by the Bay LLAD. The Victoria by the Bay LLAD property owners did not approve the proposed increase 77% to 23%.

#### Hercules Village Landscaping and Lighting Assessment District No. 2002-2

The Hercules Village development was required to extend Railroad Avenue, install approximately 50 acres of landscaped improvements, which include parkway strips, paseos, an enhanced pond and detention basins, 122 streetlights and provide slope and retaining wall maintenance adjacent to the City's existing pedestrian pathway as a condition for approval of the development. The area was formerly part of Zone 5C in LLAD No. 83-2. The improvements in the Hercules Village development were determined to be distinct from other improvements within existing LLAD No. 83-2 and would require a higher level of maintenance. Therefore, the development was detached from LLAD No. 83-2 and Hercules Village Landscaping and Lighting Assessment District No. 2002-2 was formed on May 14, 2002 by Resolution No. 02-049 of the City Council pursuant to the Landscaping and Lighting Act of 1972.

#### Baywood Landscaping and Lighting Assessment District No. 2004-1

The Baywood development was required to extend Sycamore Avenue 60 feet, install approximately 4.5 acres of landscaped improvements, which include tree-lined streets, alleyways, and natural open spaces, and construct 37 streetlights as a condition for approval of the development. The area was formerly part of Zone 5C in LLAD No. 83-2.

The improvements in the Baywood development were determined to be distinct from other improvements within existing LLAD No. 83-2 and would require a higher level of maintenance. Therefore, the development was detached from LLAD No. 83-2 and Baywood Landscaping and Lighting Assessment District No. 2004-1 was formed on April 13, 2004 by Resolution No. 04-034 of the City Council pursuant to the Landscaping and Lighting Act of 1972.

Bayside Landscaping and Street Lighting Assessment District No. 2005-1

The Bayside development was required to install a 0.67 acre neighborhood park and public street lights as a condition of approval of the development. The area was formerly part of Zone 5C in LLAD No. 83-2. The improvements in the Bayside development were determined to be distinct from other improvements within existing LLAD No. 83-2 and would require a higher level of maintenance. Therefore, the development was detached from LLAD No. 83-2 and Bayside Landscaping and Lighting Assessment District No. 2005-1 was formed on May 10, 2005 by Resolution No. 05-060 of the City Council pursuant to the Landscaping and Lighting Act of 1972.

**ANALYSIS:**

The City is proposing that Victoria by the Bay property owners approve a two-step fixed assessment increase to be implemented in FY 2024/25 and FY 2025/26. The Victoria by the Bay LLAD maximum annual assessment for each single-family home would increase by \$150 for FY 2024/25 and would increase again by \$150 for FY 2025/26.

The schedule for the Victoria by the Bay LLAD Proposition 218 proceedings will be run concurrently with the annual approval process for all five of the City's LLADs. The remaining schedule is as follows:

April 9, 2024: City Council adopts Resolution of Initiation for all LLADs.

April 23, 2024: City Council preliminarily approves the Engineer's Reports for all LLADs and adopts the Resolutions of Intention.

No Later than May 10, 2024: Mail required Proposition 218 notices and ballots to Victoria by the Bay LLAD property owners (must occur a minimum of 45 days prior to public hearing).

June 25, 2024: City Council conducts public hearing for all LLADs, closes balloting period and conducts ballot tabulation for the Victoria by the Bay LLAD, declares results of the ballot tabulation for the Victoria by the Bay LLAD, and approves the Final Engineer's Reports and FY 2024/25 assessments for all LLADs.

**FISCAL IMPACT:**

If assessments for the LLADs are not levied, there would be an estimated revenue loss of \$3.3 million for FY 2024-25 to fund the maintenance and operations associated with the City's public parks, landscaping, streetlighting, and open space areas.

**ATTACHMENTS:**

Attachment 1      Resolution initiating FY 2024/25 LLAD proceedings and directing the filing of the Engineer's Reports

## RESOLUTION 24-\_\_\_

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HERCULES DIRECTING THE FILING OF THE ANNUAL ENGINEER'S REPORT FOR CITY OF HERCULES LANDSCAPING AND LIGHTING ASSESSMENT DISTRICT NO. 83-2, VICTORIA BY THE BAY LANDSCAPING AND LIGHTING ASSESSMENT DISTRICT NO. 2002-1, HERCULES VILLAGE LANDSCAPING AND LIGHTING ASSESSMENT DISTRICT NO. 2002-2, BAYWOOD LANDSCAPING AND LIGHTING ASSESSMENT DISTRICT NO. 2004-1, AND BAYSIDE LANDSCAPING AND LIGHTING ASSESSMENT DISTRICT NO. 2005-1 PURSUANT TO THE LANDSCAPING AND LIGHTING ACT OF 1972; AND DIRECTING THE INSTIGATION OF A PROPOSITION 218 ELECTION FOR VICTORIA BY THE BAY LANDSCAPING AND LIGHTING ASSESSMENT DISTRICT NO. 2002-1 ON A PROPOSED INCREASE OF ASSESSMENTS**

**WHEREAS**, the City Council through previous resolutions has established and levied annual assessments for the City of Hercules Landscaping and Lighting Assessment District No. 83-2, Victoria by the Bay Landscaping and Lighting Assessment District No. 2002-1, Hercules Village Landscaping and Lighting Assessment District No. 2002-2, Baywood Landscaping and Lighting Assessment District No. 2004-1, and Bayside Landscaping and Lighting Assessment District No. 2005-1 (hereinafter referred to as the "Districts"), pursuant to the provisions of the *Landscaping and Lighting Act of 1972, Part 2, Division 15* of the California Streets and Highways Code (commencing with *Section 22500*) (hereinafter referred to as the "Act") that provides for the collection of assessments by the County of Contra Costa on behalf of the City of Hercules to pay the maintenance and services of improvements and facilities related thereto;

**WHEREAS**, the City Council desires to initiate proceedings for the levy of annual assessments against certain lots and parcels of land within the Districts for fiscal year 2024/25 for the landscape and lighting improvements and services that will provide benefit to the properties within the Districts pursuant to the provisions of the Act;

**WHEREAS**, the City Council desires to conduct a Proposition 218 election with property owners located within the Victoria by the Bay Landscaping and Lighting Assessment District No. 2002-1 to obtain property owner approval to increase assessments; and

**WHEREAS**, the City has retained Francisco & Associates (hereinafter referred to as the "Engineer of Work"), for the purpose of assisting with the levy of such assessments, including the preparation, and filing of the required Engineer's Reports with the City Clerk in accordance with the Act.

**NOW, THEREFORE, BE IT RESOLVED**, by the City Council of the City of Hercules as follows:

1. The above recitals are true and correct.
2. Engineer's Report: The City Council hereby orders the Engineer to prepare and file with the City Clerk Engineer's Reports concerning the improvements and services within the Districts and the levy of assessments within the Districts for the fiscal year commencing July 1, 2024 and ending June 30, 2025, in accordance with *Chapter 3 Section 22623* of the Act. Said Engineer's Reports shall contain a description of the improvements and

services, an estimate of the costs financed by the levy of the assessments, the properties benefiting from the improvements, the method of apportioning the assessments, and any substantial changes to the existing improvements and assessments.

3. Proposed Improvements: The improvements and services include but are not limited to the maintenance, operation and incidental expenses related to: streetlighting, street trees; turf; ground cover and shrubs; irrigation and electrical systems; monuments; fountains; hardscape improvements; masonry walls and other fencing, and all necessary appurtenances and services connected with the landscaped channel ways, medians, parkways, entryways, parks and public easements and facilities designated and maintained as part of District improvements. The Engineer's Reports prepared in connection with these proceedings shall provide a more detailed description of the improvements and services to be provided by the Districts and which properties are proposed to be assessed.
4. Proposition 218 Election: The City Council hereby directs the Public Works Director/City Engineer to begin the process of holding a Proposition 218 election for the Victoria by the Bay Landscaping and Lighting Assessment District No. 2002-1 to ask the property owners in the district to consider an assessment increase to address increased maintenance costs of the district.

The foregoing Resolution was duly and regularly adopted at a regular meeting of the City Council of the City of Hercules held on the 9<sup>th</sup> day of April 2024, by the following vote of the Council:

**AYES:**

**NOES:**

**ABSENT:**

**ABSTAIN:**

---

Dan Romero, Mayor

ATTEST:

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Eibleis Melendez, City Clerk

**DISCUSSION AND/OR ACTION  
AGENDA ITEM  
3. 22-833**



## STAFF REPORT TO THE CITY COUNCIL

**DATE:** April 9, 2024

**TO:** Mayor and Members of the City Council

**VIA:** Dante Hall, City Manager

**SUBMITTED BY:** Mike Roberts, Public Works Director/City Engineer

**SUBJECT:** FY 23-24 Capital Improvement Program Update

### RECOMMENDED ACTIONS:

It is recommended that the City Council receive an update on the status of the FY 23-24 Capital Improvement Program.

### BACKGROUND:

The adopted FY 23-24 Program includes 22 projects totaling approximately \$16.6M in improvements that are categorized under the 5 functional areas of Streets, Sewer, Buildings & Facilities, Parks, and the Hercules Hub.

Some of the higher profile CIP Projects for FY 23-24 include:

- Willow Avenue Sidewalk Installation Project – New sidewalk providing pedestrian access to the Hercules Transit Center
- Sycamore Avenue Lower Sewer Trunk Main Project – Replaces the aging and undersized sewer trunk leading into the Pinole-Hercules Treatment Plant with new piping that will adequately convey wastewater flows at City build-out
- Community Swim Center Interior and Exterior Painting & Siding Repairs – Keeps this core facility attractive and well-maintained for the public
- Beechnut Park Improvement Project – Installs much-needed amenities to this neighborhood park
- Refugio Valley Park Picnic Area and Shade Structure Improvement Project – Revitalizes the Gem of the Hercules park system
- Hercules Hub – Securing funding for completing the design and construction of this place-making, multimodal transportation facility

At this time, which is the beginning of the fair-weather construction season, many of the FY 23-24 CIP projects have been completed or are underway, while a concerted effort will be needed to complete the remaining projects before the end of the fiscal year.

**ANALYSIS:**

A verbal status update for the projects shown in the presentation (Att #1) will be provided at the meeting and staff can respond to specific questions at that time.

**FISCAL IMPACT:**

There is no fiscal impact associated with this staff report.

**ATTACHMENTS:**

1. FY 23-24 Adopted CIP Program
2. CIP Update Presentation



**City of Hercules  
Streets CIP Summary**

Project	Funding Source:	Prior Year	FY 2023-24	FY 2024-25	FY 2025-26	FY 2026-27	FY 2027-28	FY 2028-29	FY 2029-30	FY 2030-31	FY 2031-32	FY 2032-33	Total Budget
		Carryover	Budget	Projection									
Annual Sidewalk Repair Program	State Gas Tax Fund- 262	\$ -	\$ 25,000	\$ 25,000	\$ 25,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 75,000
	Measure J Fund- 263	\$ -	\$ 25,000	\$ 25,000	\$ 25,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 75,000
Annual Restriping Project	State Gas Tax Fund- 262	\$ -	\$ 25,000	\$ 25,000	\$ 25,000	\$ 25,000	\$ 25,000	\$ 25,000	\$ 25,000	\$ 25,000	\$ 25,000	\$ 25,000	\$ 250,000
	Measure J Fund- 263	\$ -	\$ 25,000	\$ 25,000	\$ 25,000	\$ 25,000	\$ 25,000	\$ 25,000	\$ 25,000	\$ 25,000	\$ 25,000	\$ 25,000	\$ 250,000
Pedestrian Sidewalk Improvement Willow & Palm (63042)	State Gas Tax Fund- 262	\$ 321,140	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 321,140
	Grant Measure J SP	\$ 1,058,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,058,000
	Grant TDA Article 3 Bike	\$ 52,800	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 52,800
	ARPA General Fund	\$ 250,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 250,000
	BART Fund	\$ -	\$ 100,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 100,000
Annual Street Repair Project	State Gas Tax Fund- 262	\$ -	\$ -	\$ 650,000	\$ 650,000	\$ 650,000	\$ 650,000	\$ 650,000	\$ 650,000	\$ 650,000	\$ 650,000	\$ 650,000	\$ 5,850,000
	Measure J Fund- 263	\$ -	\$ -	\$ 150,000	\$ 150,000	\$ 150,000	\$ 150,000	\$ 150,000	\$ 150,000	\$ 150,000	\$ 150,000	\$ 150,000	\$ 1,350,000
	Solid Waste Fund	\$ -	\$ -	\$ 100,000	\$ 100,000	\$ 100,000	\$ 100,000	\$ 100,000	\$ 100,000	\$ 100,000	\$ 100,000	\$ 100,000	\$ 900,000
	Unfunded	\$ -	\$ -	\$ -	\$ 1,954,000	\$ 1,186,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
ADA Transition Plan - Streets	State Gas Tax Fund- 262	\$ -	\$ 60,000	\$ 50,000	\$ 50,000	\$ 50,000	\$ 50,000	\$ 50,000	\$ 50,000	\$ 50,000	\$ 50,000	\$ 50,000	\$ 510,000
Countywide Smart Signals	CCTA Funded Portion	\$ -	\$ 502,506	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 502,506
	State Gas Tax Fund- 262	\$ -	\$ 65,091	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 65,091
<b>Total</b>		<b>\$ 1,681,940</b>	<b>\$ 827,597</b>	<b>\$ 1,050,000</b>	<b>\$ 3,004,000</b>	<b>\$ 2,186,000</b>	<b>\$ 1,000,000</b>	<b>\$ 14,749,537</b>					

**Funding Sources:**

State Gas Tax Fund- 262	\$ 321,140	\$ 175,091	\$ 750,000	\$ 750,000	\$ 725,000	\$ 725,000	\$ 725,000	\$ 725,000	\$ 725,000	\$ 725,000	\$ 725,000	\$ 725,000	\$ 7,071,231
Measure J Fund- 263	\$ -	\$ 50,000	\$ 200,000	\$ 200,000	\$ 175,000	\$ 175,000	\$ 175,000	\$ 175,000	\$ 175,000	\$ 175,000	\$ 175,000	\$ 175,000	\$ 1,675,000
Grant Measure J SP	\$ 1,058,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,058,000
Grant TDA Article 3 Bike	\$ 52,800	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 52,800
ARPA General Fund	\$ 250,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 250,000
Solid Waste Fund	\$ -	\$ -	\$ 100,000	\$ 100,000	\$ 100,000	\$ 100,000	\$ 100,000	\$ 100,000	\$ 100,000	\$ 100,000	\$ 100,000	\$ 100,000	\$ 900,000
BART Fund	\$ -	\$ 100,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 100,000
Grant	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Unfunded	\$ -	\$ -	\$ -	\$ 1,954,000	\$ 1,186,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 3,140,000
<b>Total</b>	<b>\$ 1,681,940</b>	<b>\$ 325,091</b>	<b>\$ 1,050,000</b>	<b>\$ 3,004,000</b>	<b>\$ 2,186,000</b>	<b>\$ 1,000,000</b>	<b>\$ 14,247,031</b>						



**City of Hercules  
Capital Improvement Plan  
Fiscal Years 2023-24 through 2032-33**

**Project Number:**

**Project Name:** Annual Sidewalk Repair Program

**Description:**

Repair sidewalks in the southeast quadrant of the City (southeast of SR-4 and I-80) following a same-year visual inspection. Repair other sidewalks on a triannual basis (3 times/year) based upon notification of a damaged sidewalk by the public or City staff. The annual budget from FY 2024 to 2026 is based upon the funding amount needed in past years. Beginning in FY 2026-27, it is anticipated an alternative funding source will be identified.



**Justification:**

Last year all public sidewalks in the City were visually inspected at a high level from a vehicle and the City's sidewalks are in comparatively good shape. However, there are approximately 100 miles of sidewalk which periodically break due to extreme heat, ground settlement, and tree roots. Detailed annual inspections and timely repairs are needed to reduce tripping hazards and associated liability and ensure the pedestrian network is in good working order. In future years, a quarter of the City's sidewalks will be visually inspected annually.

**Projected Timing:**

Estimated Start Date:

Estimated End Date:

Funding Source:	Prior Year	FY 2023-24	FY 2024-25	FY 2025-26	FY 2026-27	FY 2027-28	FY 2028-29	FY 2029-30	FY 2030-31	FY 2031-32	FY 2032-33	Total Budget
	Carryover	Budget	Projection									
State Gas Tax Fund- 262	\$ -	\$ 25,000	\$ 25,000	\$ 25,000								\$ 75,000
Measure J Fund- 263	\$ -	\$ 25,000	\$ 25,000	\$ 25,000								\$ 75,000
Adjustment	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>Total</b>	\$ -	\$ 50,000	\$ 50,000	\$ 50,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 150,000



**City of Hercules  
Capital Improvement Plan  
Fiscal Years 2023-24 through 2032-33**

**Project Number:**

**Project Name:** Annual Restriping Project

**Description:** FY 2023-24 striping will include restriping in the vicinity of Lupine, Violet, Sequoia, and Redwood. The restriping work will include stop bars, legends, leaders and centerline striping.

Crosswalks will also be added at the intersection of Willow Avenue and Canterbury/Viewpointe. The County recently added handicap ramps at the intesection and crosswalks can now be installed at this busy intersection which falls within the City Limits.

**Justification:** The City's road network includes 125 lane miles of streets that are striped with stop bars, stop legends, crosswalks, lane lines, centerlines, red curbs, etc. Striping typically lasts 7 years, sometimes longer, sometimes less, based upon traffic load and weather. Restriping therefore is needed on an ongoing, annual, rotational basis and is based upon a visual inspection. Striping is essential for the safety of the traveling public. The budget is based upon historical, annual expenditures.



**Projected Timing:**

**Estimated Start Date:**

**Estimated End Date:**

Funding Source:	Prior Year	FY 2023-24	FY 2024-25	FY 2025-26	FY 2026-27	FY 2027-28	FY 2028-29	FY 2029-30	FY 2030-31	FY 2031-32	FY 2032-33	Total Budget
	Carryover	Budget	Projection									
State Gas Tax Fund- 262	\$ -	\$ 25,000	\$ 25,000	\$ 25,000	\$ 25,000	\$ 25,000	\$ 25,000	\$ 25,000	\$ 25,000	\$ 25,000	\$ 25,000	\$ 250,000
Measure J Fund- 263	\$ -	\$ 25,000	\$ 25,000	\$ 25,000	\$ 25,000	\$ 25,000	\$ 25,000	\$ 25,000	\$ 25,000	\$ 25,000	\$ 25,000	\$ 250,000
Adjustment	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>Total</b>	\$ -	\$ 50,000	\$ 50,000	\$ 50,000	\$ 50,000	\$ 50,000	\$ 50,000	\$ 50,000	\$ 50,000	\$ 50,000	\$ 50,000	\$ 500,000



**City of Hercules  
Capital Improvement Plan  
Fiscal Years 2023-24 through 2032-33**

**Project Number:** 63042  
**Project Name:** Pedestrian Sidewalk Improvement Willow & Palm

**Description:** This project will install sidewalk from the Hercules Transit Center (HTC) to Palm Avenue, and then from Palm Avenue to Sycamore Avenue. It will be funded through a Measure J SP grant, TDA Article 3 Bicycle grant, ARPA/General funds, and Gas Tax. BART has verbally agreed to contribute \$100,000 and has indicated their Board would appropriate this funding as part of their FY 23-24 Budget adoption process.

**Justification:** Currently there is no sidewalk on Willow and Palm leading to the HTC. This project will provide connectivity to the HTC from the southeast part of town.



**Projected Timing:**  
Estimated Start Date:  
Estimated End Date:

Funding Source:	Prior	FY 2023-24	FY 2024-25	FY 2025-26	FY 2026-27	FY 2027-28	FY 2028-29	FY 2029-30	FY 2030-31	FY 2031-32	FY 2032-33	Total Budget
	Carryover	Budget	Proposed									
State Gas Tax Fund- 262	\$ 321,140.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 321,140.00
Grant Measure J SP	\$ 1,058,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,058,000.00
Grant TDA Article 3 Bike	\$ 52,800.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 52,800.00
ARPA General Fund	\$ 250,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 250,000.00
BART Fund	\$ -	\$ 100,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 100,000.00
Adjustment	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>Total</b>	<b>\$ 1,681,940</b>	<b>\$ 100,000</b>	<b>\$ -</b>	<b>\$ 1,781,940.00</b>								



**City of Hercules  
Capital Improvement Plan  
Fiscal Years 2023-24 through 2032-33**

**Project Number:**

**Project Name:** Annual Street Repair Project

**Description:**

The Gas Tax and Measure J return to source funding was drawn down in FY 22-23 to fully fund and match the grant for the Sycamore Avenue Rehabilitation project. A year is needed to allow these funds to build back up, so a street repair project is not proposed for FY 23-24. For FY 24-25, Falcon Way from Wren Court to Refugio Valley Road is proposed to be repaired based upon an evaluation of the condition of the street and roadway geometrics. The Foxboro neighborhood is programmed for FY 25-26 and Hercules By The Bay is scheduled for FY 26-27. Future years are unprogrammed.

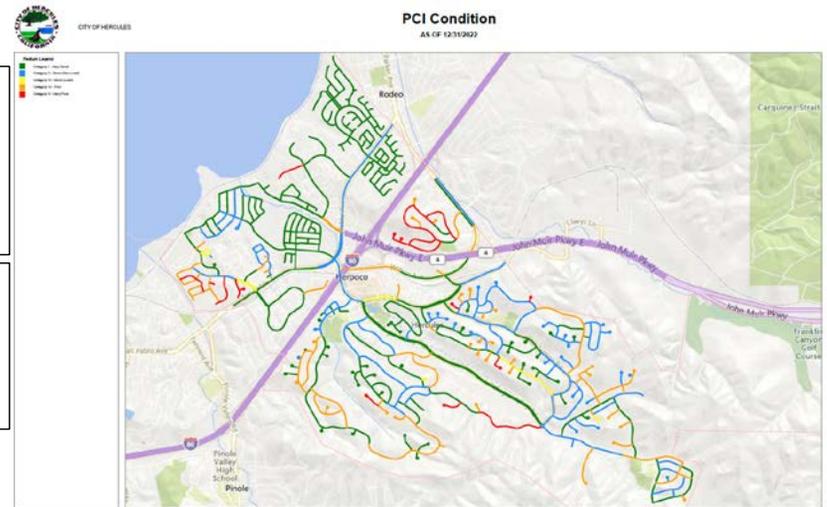
**Justification:**

Typically one major road project is completed each year, based upon staff resources and available funding levels. The City's primary street project for FY 23-24 is the Pedestrian Sidewalk Improvement Willow - Palm Project, which is primarily funded through grants. Approximately \$900K is available annually starting in FY 24-25 for a major street repair project. The City pursues grants for additional funding. The City has 125 lane miles of streets which require regular repairs.

**Projected Timing:**

Estimated Start Date:

Estimated End Date:



Funding Source:	Prior Year	FY 2023-24	FY 2024-25	FY 2025-26	FY 2026-27	FY 2027-28	FY 2028-29	FY 2029-30	FY 2030-31	FY 2031-32	FY 2032-33	Total Budget
	Carryover	Budget	Projection	Projection	Projection	Projection	Projection	Projection	Projection	Projection	Projection	Projection
State Gas Tax Fund- 262	\$ -	\$ -	\$ 650,000	\$ 650,000	\$ 650,000	\$ 650,000	\$ 650,000	\$ 650,000	\$ 650,000	\$ 650,000	\$ 650,000	\$ 5,850,000
Measure J Fund- 263	\$ -	\$ -	\$ 150,000	\$ 150,000	\$ 150,000	\$ 150,000	\$ 150,000	\$ 150,000	\$ 150,000	\$ 150,000	\$ 150,000	\$ 1,350,000
Solid Waste Fund	\$ -	\$ -	\$ 100,000	\$ 100,000	\$ 100,000	\$ 100,000	\$ 100,000	\$ 100,000	\$ 100,000	\$ 100,000	\$ 100,000	\$ 900,000
Unfunded	\$ -	\$ -	\$ -	\$ 1,954,000	\$ 1,186,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 3,140,000
Adjustment	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>Total</b>	\$ -	\$ -	\$ 900,000	\$ 2,854,000	\$ 2,086,000	\$ 900,000	\$ 900,000	\$ 900,000	\$ 900,000	\$ 900,000	\$ 900,000	\$ 11,240,000



**City of Hercules  
Capital Improvement Plan  
Fiscal Years 2023-24 through 2032-33**

**Project Number:**

**Project Name:**                    **ADA Transition Plan - Remove Barriers in the Street Network**

**Description:** For FY 2023-2024, the curb ramps, landing pads, and pedestrian push buttons at the intersection of Sycamore Avenue and San Pablo Avenue will be upgraded to current standards.

**Justification:** This work is part of the City's ADA Transition Plan to remove barriers in the Street Network. The intersection of Sycamore Avenue and San Pablo Avenue is a key intersection in the City. Barrier removal will be on ongoing expenditure into the foreseeable future until all impediments have been removed.

**Projected Timing:**

Estimated Start Date:

Estimated End Date:

Funding Source:	Prior Year	FY 2023-24	FY 2024-25	FY 2025-26	FY 2026-27	FY 2027-28	FY 2028-29	FY 2029-30	FY 2030-31	FY 2031-32	FY 2032-33	Total Budget
	Carryover	Budget	Proposed									
State Gas Tax Fund- 262	\$ -	\$ 60,000	\$ 50,000	\$ 50,000	\$ 50,000	\$ 50,000	\$ 50,000	\$ 50,000	\$ 50,000	\$ 50,000	\$ 50,000	\$ 510,000
Adjustment	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>Total</b>	\$ -	\$ 60,000	\$ 50,000	\$ 50,000	\$ 50,000	\$ 50,000	\$ 50,000	\$ 50,000	\$ 50,000	\$ 50,000	\$ 50,000	\$ 510,000



**City of Hercules  
Capital Improvement Plan  
Fiscal Years 2023-24 through 2032-33**

**Project Number:**

**Project Name:** Countywide Smart Signals

**Description:**

This a part of a County-wide traffic signal improvement and coordination project that will be funded and administered by CCTA through a grant they received and for which Hercules will provide the local match. Signals to be included are along the San Pablo Corridor including: Hercules Av, Sycamore Av, Market Dr, John Muir Parkway, and Victorial Crescent East. The improvements will include video detection, back up batteries, traffic signal synchronization, and controller updates.

**Justification:**

Signal improvements will increase traffic efficiencies at each signal and County wide, provide needed updates to the controllers, and the backup batteries will ensure the signals function during power outages.

**Projected Timing:**

Estimated Start Date:

Estimated End Date:

Funding Source:	Prior Year	FY 2023-24	FY 2024-25	FY 2025-26	FY 2026-27	FY 2027-28	FY 2028-29	FY 2029-30	FY 2030-31	FY 2031-32	FY 2032-33	Total Budget
	Carryover	Budget	Proposed									
CCTA Funded Portion	\$ -	\$ 502,506	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 502,506
State Gas Tax Fund- 262	\$ -	\$ 65,091	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 65,091
Adjustment	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>Total</b>	\$ -	\$ 567,597	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 567,597



City of Hercules  
Sewer CIP Summary

Project	Funding Source:	Prior Year	FY 2023-24	FY 2024-25	FY 2025-26	FY 2026-27	FY 2027-28	FY 2028-29	FY 2029-30	FY 2030-31	FY 2031-32	FY 2032-33	Total Budget
		Carryover	Budget	Projection	Projection	Projection	Projection	Projection	Projection	Projection	Projection	Projection	Projection
Sycamore Ave (Lower Trunk Main)	Sewer Fund - 421	\$ 12,000,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 12,000,000
Sycamore Ave (Upper Truck Main)	Sewer Fund - 421	\$ 42,000	\$ 100,000	\$ 400,000	\$ 4,078,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 4,620,000
Sewer Manholes in Business Park	Sewer Fund - 421	\$ -	\$ 32,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 32,000
Promenade Lift Station	Sewer Fund - 421	\$ -	\$ -	\$ -	\$ 100,000	\$ 867,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 967,000
Repair/ Replace Sewer Lines under SR-4 & Along Willow Ave	Sewer Fund - 421	\$ -	\$ -	\$ -	\$ 100,000	\$ 230,000	\$ 800,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,130,000
<b>Total</b>		<b>\$ 12,042,000</b>	<b>\$ 132,000</b>	<b>\$ 400,000</b>	<b>\$ 4,078,000</b>	<b>\$ -</b>	<b>\$ 16,652,000</b>						



**City of Hercules  
Capital Improvement Plan  
Fiscal Years 2023-24 through 2032-33**

**Project Number:**  
**Project Name:** **Sycamore Ave (Lower Trunk Main)**

**Description:** Replace 5,500 ft. of the City's primary 24-inch truck sewer main beginning at Duck Pond Park and ending at the influent intake to the Waste Water Treatment Plant in Pinole. Cratus was awarded the low bid to construct the project and is anticipated to begin work as soon as mid-April, 2023 and have scheduled the project to be completed in 12 months, in April 2024. Full-time construction administration is being performed by WSP.

**Justification:** The trunk sewer, which was constructed in 1972 and has served its useful life, needs to be increased in size to a 30 -inch pipe to convey the in increased flows associated with build-out of the City.

**Projected Timing:**  
Estimated Start Date:  
Estimated End Date:



Funding Source:	Prior Year	FY 2023-24	FY 2024-25	FY 2025-26	FY 2026-27	FY 2027-28	FY 2028-29	FY 2029-30	FY 2030-31	FY 2031-32	FY 2032-33	Total Budget
	Carryover	Budget	Projection									
Sewer Fund - 421	\$ 12,000,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 12,000,000
Adjustment	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>Total</b>	<b>\$ 12,000,000</b>	<b>\$ -</b>	<b>\$ 12,000,000</b>									



**City of Hercules  
Capital Improvement Plan  
Fiscal Years 2023-24 through 2032-33**

**Project Number:**

**Project Name:** Sycamore Ave (Upper Truck Main)

**Description:**

Upsize 1,446 ft. of 20-inch Gravity main to 24-inch gravity main and 1,956 ft. of 20 and 24-inch gravity main to 27-inch gravity main along sycamore Ave. The extent of this project goes from Highway 80 on the upstream end to the convergence of the trunk sewer from the industrial LS Force main on the downstream end. Flow monitoring, hydraulic modeling, and preliminary design is scheduled for FY 2023-24, final design is scheduled for 2024-25, with construction in FY 2025-26.

**Justification:**

The hydraulic modeling in the Sewer Master Plan Update indicates the mainline needs to be increased in size to convey future flows.



**Projected Timing:**

Estimated Start Date:

Estimated End Date:

Funding Source:	Prior	FY 2023-24	FY 2024-25	FY 2025-26	FY 2026-27	FY 2027-28	FY 2028-29	FY 2029-30	FY 2030-31	FY 2031-32	FY 2032-33	Total Budget
	Carryover	Budget	Projection	Projection	Projection	Projection	Projection	Projection	Projection	Projection	Projection	Projection
Sewer Fund - 421	\$ 42,000	\$ 100,000	\$ 400,000	\$ 4,078,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 4,620,000
Adjustment	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>Total</b>	<b>\$ 42,000</b>	<b>\$ 100,000</b>	<b>\$ 400,000</b>	<b>\$ 4,078,000</b>	<b>\$ -</b>	<b>\$ 4,620,000</b>						



**City of Hercules  
Capital Improvement Plan  
Fiscal Years 2023-24 through 2032-33**

**Project Number:**

**Project Name:** Sewer Manholes in Business Park

**Description:**

Replace concrete rings on sewer manholes in the Business Park. Existing surfacing has worn off, creating a depression in the street. There are a total of 23 manholes needing to be repaired at an approximate cost of \$1,400 per manhole.

**Justification:**

Well maintained streets are part of the City's business attraction/retention strategy.



**Projected Timing:**

Estimated Start Date:

Estimated End Date:

Funding Source:	Prior	FY 2023-24	FY 2024-25	FY 2025-26	FY 2026-27	FY 2027-28	FY 2028-29	FY 2029-30	FY 2030-31	FY 2031-32	FY 2032-33	Total Budget
	Carryover	Budget	Projection									
Sewer Fund - 421	\$ -	\$ 32,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 32,000
Adjustment	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>Total</b>	<b>\$ -</b>	<b>\$ 32,000</b>	<b>\$ -</b>	<b>\$ 32,000</b>								



**City of Hercules  
Capital Improvement Plan  
Fiscal Years 2023-24 through 2032-33**

**Project Number:**

**Project Name:** Promenade Lift Station

**Description:**

As part of the Bay Front Development Project, the Promenade Lift Station will be taken off-line and bypassed using gravity piping. The Project includes decommissioning the Promenade Lift Station and installing 1,1200 feet of 12-inch diameter gravity main.

**Justification:**



**Projected Timing:**

Estimated Start Date:

Estimated End Date:

Funding Source:	Prior	FY 2023-24	FY 2024-25	FY 2025-26	FY 2026-27	FY 2027-28	FY 2028-29	FY 2029-30	FY 2030-31	FY 2031-32	FY 2032-33	Total Budget
	Carryover	Budget	Projection									
Sewer Fund - 421	\$ -	\$ -	\$ -	\$ 100,000	\$ 867,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 967,000
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Adjustment	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>Total</b>	\$ -	\$ -	\$ -	\$ 100,000	\$ 867,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 967,000



**City of Hercules  
Capital Improvement Plan  
Fiscal Years 2023-24 through 2032-33**

**Project Number:**  
**Project Name:**           **Repair/ Replace Sewer Lines under SR-4 & Along Willow Ave.**

**Description:**   Repair existing main under SR-4 between Willow and Foxboro and 2 sections of main along Willow near Sycamore.

**Justification:**   Prior cleaning/video inspection has determined the pipes are in poor condition and should be repaired. Additional analysis during design will determine extent of repair needed.



**Projected Timing:**  
**Estimated Start Date:**  
**Estimated End Date:**

<b>Funding Source:</b>	<b>Prior</b>	<b>FY 2023-24</b>	<b>FY 2024-25</b>	<b>FY 2025-26</b>	<b>FY 2026-27</b>	<b>FY 2027-28</b>	<b>FY 2028-29</b>	<b>FY 2029-30</b>	<b>FY 2030-31</b>	<b>FY 2031-32</b>	<b>FY 2032-33</b>	<b>Total Budget</b>
	<b>Carryover</b>	<b>Budget</b>	<b>Projection</b>									
Sewer Fund - 421	\$ -	\$ -	\$ -	\$ 100,000	\$ 230,000	\$ 800,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,130,000
Adjustment	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>Total</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 100,000</b>	<b>\$ 230,000</b>	<b>\$ 800,000</b>	<b>\$ -</b>	<b>\$ 1,130,000</b>				



**City of Hercules  
Facilities CIP Summary**

Project	Funding Source:	Prior	FY 2023-24	FY 2024-25	FY 2025-26	FY 2026-27	FY 2027-28	FY 2028-29	FY 2029-30	FY 2030-31	FY 2031-32	FY 2032-33	Total Budget
		Carryover	Budget	Projection									
Repair Leak in Library Starry Cone	Facility Maintenance Fund	\$ 100,000	\$ 7,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 7,000
ADA Transition Plan - Building	Facility Maintenance Fund	\$ -	\$ 60,000	\$ 50,000	\$ 50,000	\$ 50,000	\$ 50,000	\$ 50,000	\$ 50,000	\$ 50,000	\$ 50,000	\$ 50,000	\$ 510,000
Community Center Repairs	ARPA General Fund	\$ 175,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 175,000
Corp Yard Drainage Improvements	Facility Maintenance Fund	\$ -	\$ 25,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 25,000
Police Dept. Expansion	Police Development Impact Fee	\$ 160,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Building Facilities Plan	ARPA General Fund	\$ 75,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Council Chamber Refurbishment and Improvement	Facility Maintenance Fund	\$ -	\$ 50,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 50,000
<b>Total</b>		<b>\$ 510,000</b>	<b>\$ 142,000</b>	<b>\$ 50,000</b>	<b>\$ 767,000</b>								

**Funding Source:**

Facility Maintenance Fund	\$ 100,000	\$ 142,000	\$ 50,000	\$ 50,000	\$ 50,000	\$ 50,000	\$ 50,000	\$ 50,000	\$ 50,000	\$ 50,000	\$ 50,000	\$ 50,000	\$ 692,000
ARPA General Fund	\$ 250,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 250,000
Police Development Impact Fee	\$ 160,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 160,000
Unfunded	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>Total</b>	<b>\$ 510,000</b>	<b>\$ 142,000</b>	<b>\$ 50,000</b>	<b>\$ 1,102,000</b>									



**City of Hercules  
Capital Improvement Plan  
Fiscal Years 2023-24 through 2032-33**

**Project Number:**

**Project Name:** **Repair Leak in Library Starry Cone and Improve Fireplace**

**Description:**

Repair the leak in the starry cone in the Library. For FY 2023-24, it is anticipated the City will have consulted with a leak detection company and architect, as well as hired a contractor who will have begun but not finished the repairs. At the time of the creation of the CIP, the cost of repair is unknown. \$100K is being proposed to ensure the repairs can be completed and any unspent funding will be returned to the Facilities Maintenance Fund.

A safety enclosure for the fireplace is proposed to be constructed in FY 2023-24 for approximately \$7,000.

**Justification:**

Maintain the City's facilities in good working order.



**Projected Timing:**

**Estimated Start Date:**

**Estimated End Date:**

Funding Source:	Prior Year	FY 2023-24	FY 2024-25	FY 2025-26	FY 2026-27	FY 2027-28	FY 2028-29	FY 2029-30	FY 2030-31	FY 2031-32	FY 2032-33	Total Budget
	Carryover	Budget	Proposed									
Facility Maintenance Fund	\$ 100,000	\$ 7,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 107,000
Adjustment	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>Total</b>	<b>\$ 100,000</b>	<b>\$ 7,000</b>	<b>\$ -</b>	<b>\$ 107,000</b>								



**City of Hercules  
Capital Improvement Plan  
Fiscal Years 2023-24 through 2032-33**

**Project Number:**

**Project Name:**                    **ADA Transition Plan - Building Access**

**Description:** Construct path of travel improvements from the parking lot to the Senior Center building entrance including improving curb ramps, adding a van accessible parking space, adding reserved parking signs, regrading and repairing surfacing on the path of travel to provide for accessibility.

**Justification:** This work is part of the City's ADA Transition Plan to remove impediments related to City-owned buildings for all users. This work and funding level is anticipated to reoccur on an on-going, annual basis into the foreseeable future.  
The Senior Center is one of the City's busiest facilities and is frequented by the elderly, who have the highest levels of mobility impairment.

**Projected Timing:**

Estimated Start Date:

Estimated End Date:

<b>Funding Source:</b>	<b>Prior Year</b>	<b>FY 2023-24</b>	<b>FY 2024-25</b>	<b>FY 2025-26</b>	<b>FY 2026-27</b>	<b>FY 2027-28</b>	<b>FY 2028-29</b>	<b>FY 2029-30</b>	<b>FY 2030-31</b>	<b>FY 2031-32</b>	<b>FY 2032-33</b>	<b>Total Budget</b>
	<b>Carryover</b>	<b>Budget</b>	<b>Proposed</b>									
Facility Maintenance Fund	\$ -	\$ 60,000	\$ 50,000	\$ 50,000	\$ 50,000	\$ 50,000	\$ 50,000	\$ 50,000	\$ 50,000	\$ 50,000	\$ 50,000	\$ 510,000
Adjustment	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>Total</b>	<b>\$ -</b>	<b>\$ 60,000</b>	<b>\$ 50,000</b>	<b>\$ 510,000</b>								



City of Hercules  
Capital Improvement Plan  
Fiscal Years 2023-24 through 2032-33

**Project Number:**

**Project Name:** Community Center Repairs

**Description:**

Make improvements and repairs to the Community Center, including:  
 Paint exterior including trim repair \$60K  
 Paint interior public spaces (hallway, gym, activity rooms) \$15K  
 Replace 2 main pool pumps \$50K  
 Add 4 additional hanging basketball hoops on the gym walls \$50K

**Justification:**

One time ARPA/General Fund monies were previously appropriated to make repairs and improvements to the Community Center.

**Projected Timing:**

Estimated Start Date:

Estimated End Date:

Funding Source:	Prior Year	FY 2023-24	FY 2024-25	FY 2025-26	FY 2026-27	FY 2027-28	FY 2028-29	FY 2029-30	FY 2030-31	FY 2031-32	FY 2032-33	Total Budget
	Carryover	Budget	Proposed									
ARPA General Fund	\$ 175,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 175,000
Adjustment	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>Total</b>	<b>\$ 175,000</b>	<b>\$ -</b>	<b>\$ 175,000</b>									



City of Hercules  
Capital Improvement Plan  
Fiscal Years 2023-24 through 2032-33

**Project Number:**  
**Project Name:** Corp Yard Drainage Improvements

**Description:** The Corp Yard floods during storms because proper drainage was never established on-site. Funding will be used to complete a site assessment and make the necessary improvements, including grading and drain pipe installation.

**Justification:** Flooding impacts the Corp Yard's ability to provide storm response.

**Projected Timing:**  
Estimated Start Date:  
Estimated End Date:



Funding Source:	Prior Year	FY 2023-24	FY 2024-25	FY 2025-26	FY 2026-27	FY 2027-28	FY 2028-29	FY 2029-30	FY 2030-31	FY 2031-32	FY 2032-33	Total Budget
	Carryover	Budget	Proposed									
Facility Maintenance Fund	\$ -	\$ 25,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 25,000
Adjustment	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>Total</b>	\$ -	\$ 25,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 25,000



**City of Hercules  
Capital Improvement Plan  
Fiscal Years 2023-24 through 2032-33**

**Project Number:** BDP#22-3  
**Project Name:** Police Dept. Expansion

**Description:** This project will remove the decrepit, abandoned modular building in front of City Hall and replace it with police lockers, including private restrooms and showers, and a workout/training area. The project is on hold until sufficient developer impact fees have been deposited into the fund, which would occur for example when the Bayfront developer pulls permits for The Mint private residential development project.

**Justification:** The Locker room and restrooms used by Police Staff are too small and are in greatly deteriorated condition as they are utilized 24 hours a day/seven days a week. In addition, as our Police staffing has become more diverse with more female officers, space needs to be reallocated to accommodate this shift. A remodel and upgrade of the existing locker rooms and restrooms was evaluated but is not feasible. The new facilities will provide more space and allow for increased diversity and inclusion.

**Projected Timing:**  
 Estimated Start Date:  
 Estimated End Date:

Funding Source:	Prior	FY 2023-24	FY 2024-25	FY 2025-26	FY 2026-27	FY 2027-28	FY 2028-29	FY 2029-30	FY 2030-31	FY 2031-32	FY 2032-33	Total Budget
	Carryover	Budget	Proposed									
Police Development Impact Fee	\$ 160,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 160,000.00
Adjustment		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>Total</b>	<b>\$ 160,000</b>	<b>\$ -</b>	<b>\$ 160,000.00</b>									



**City of Hercules  
Capital Improvement Plan  
Fiscal Years 2023-24 through 2032-33**

**Project Number:**

**Project Name:**                    **Building Facilities Plan**

**Description:**

The Building Facilities Plan will assess the condition of all city-owned facilities and develop a prioritized schedule of maintenance and repairs for the next 10 years. This work was funded in FY 22-23 but staff was unable to locate a private consultant to perform the work. Staff will perform the work in FY 23-24 if a consultant cannot be identified. Once the Plan is completed, future projects and associated costs will be programmed into the CIP.

**Justification:**

The average age of City facilities is approximately 30 years old. A proactive approach versus pays as you go is needed to ensure they are properly maintained.

**Projected Timing:**

Estimated Start Date:

Estimated End Date:

Funding Source:	Prior Year	FY 2023-24	FY 2024-25	FY 2025-26	FY 2026-27	FY 2027-28	FY 2028-29	FY 2029-30	FY 2030-31	FY 2031-32	FY 2032-33	Total Budget
	Carryover	Budget	Proposed									
ARPA General Fund	\$ 75,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 75,000
Adjustment	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 75,000



**City of Hercules  
Capital Improvement Plan  
Fiscal Years 2023-24 through 2032-33**

**Project Number:**  
**Project Name:** Council Chamber Refurbishment and Improvement

**Description:** Refurbish and improve the City Council chamber and entrance lobby including: new carpeting, paint walls, clean sound panels, repair ceiling tiles, replace curtain in Council room, and install railing and remove red tape on ramp providing access to Council seating. Install push panel and hardware to automate doors into Council and Lobby.

**Justification:** Due to past funding shortages, repairs to the City's facilities have been deferred. As the City's finances improve and it is now possible to fund maintenance work, facilities that improve citizens' experiences should be the highest priority.

**Projected Timing:**  
Estimated Start Date:  
Estimated End Date:

Funding Source:	Prior Year	FY 2023-24	FY 2024-25	FY 2025-26	FY 2026-27	FY 2027-28	FY 2028-29	FY 2029-30	FY 2030-31	FY 2031-32	FY 2032-33	Total Budget
	Carryover	Budget	Proposed									
Facility Maintenance Fund	\$ -	\$ 50,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 50,000
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Adjustment	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>Total</b>		<b>\$ 50,000</b>	<b>\$ -</b>	<b>\$ 50,000</b>								



**City of Hercules  
Parks CIP Summary**

Project	Funding Source:	Prior Year	FY 2023-24	FY 2024-25	FY 2025-26	FY 2026-27	FY 2027-28	FY 2028-29	FY 2029-30	FY 2030-31	FY 2031-32	FY 2032-33	Total Budget
		Carryover	Budget	Projection									
ADA Transition Plan - Parks	LLAD 83-2 Zone 10	\$ -	\$ 60,000	\$ 50,000	\$ 50,000	\$ 50,000	\$ 50,000	\$ 50,000	\$ 50,000	\$ 50,000	\$ 50,000	\$ 50,000	\$ 510,000
Beechnut Park	Eastbay Regional Park District WW Grant Funds	\$ 60,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 60,000
	Prop. 64 Grant Funds	\$ 194,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 194,000
Park Improvement Project	General Fund/Capital Reserves	\$ -	\$ 200,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 200,000
Tree Mitigation in Open Space	LLAD 83-2 Zone 10	\$ -	\$ 50,000	\$ 50,000	\$ 50,000	\$ 50,000	\$ 50,000	\$ 50,000	\$ 50,000	\$ 50,000	\$ 50,000	\$ 50,000	\$ 500,000
Tree Mitigation & Replacement Program	Gas Tax	\$ -	\$ 100,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 100,000
	LLAD 83-2 Zone 10	\$ -	\$ 50,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 50,000
Lupine Hill Stabilization	General Fund/Capital Reserves	\$ -	\$ 100,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 100,000
<b>Total</b>		<b>\$ 254,000</b>	<b>\$ 560,000</b>	<b>\$ 100,000</b>	<b>\$ 1,714,000</b>								

Funding Source:													
LLAD 83-2 Zone 10	\$ -	\$ 160,000	\$ 100,000	\$ 100,000	\$ 100,000	\$ 100,000	\$ 100,000	\$ 100,000	\$ 100,000	\$ 100,000	\$ 100,000	\$ 100,000	\$ 1,060,000
Eastbay Regional Park District WW Grant Funds	\$ 60,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 60,000
Prop. 64 Grant Funds	\$ 194,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 194,000
General Fund/Capital Reserves	\$ -	\$ 300,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 300,000
Gas Tax	\$ -	\$ 100,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 100,000
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>Total</b>	<b>\$ 254,000</b>	<b>\$ 560,000</b>	<b>\$ 100,000</b>	<b>\$ 1,714,000</b>									



**City of Hercules  
Capital Improvement Plan  
Fiscal Years 2023-24 through 2032-33**

**Project Number:**

**Project Name:**                   **ADA Transition Plan - Parks**

**Description:** For Refugio Valley Park, including tennis courts, complete the following improvements:  
For parking area, provide reserved parking sign, a van accessible parking space, adequate number of accessible parking spaces, associated striping and access aisles. In general, repair and level surfacing on paths of travel. For tennis courts, install handrails and repair stairway. For restroom, provide accessible path of travel to entrance and modify door hardware.

**Justification:** This work is part of the City's ADA Transition Plan to remove impediments related to City-owned parks for all users. This work is anticipated to reoccur on an on-going, annual basis into the foreseeable future.  
Refugio Valley Park is one of the City's busiest parks and is frequented by the elderly who walk around the loop and children who play in the park. A swing set for all users is being installed in the

**Projected Timing:**

**Estimated Start Date:**

**Estimated End Date:**

Funding Source:	Prior Year	FY 2023-24	FY 2024-25	FY 2025-26	FY 2026-27	FY 2027-28	FY 2028-29	FY 2029-30	FY 2030-31	FY 2031-32	FY 2032-33	Total Budget
	Carryover	Budget	Projection									
LLAD 83-2 Zone 10	\$ -	\$ 60,000	\$ 50,000	\$ 50,000	\$ 50,000	\$ 50,000	\$ 50,000	\$ 50,000	\$ 50,000	\$ 50,000	\$ 50,000	\$ 510,000
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Adjustment	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>Total</b>	\$ -	\$ 60,000	\$ 50,000	\$ 50,000	\$ 50,000	\$ 50,000	\$ 50,000	\$ 50,000	\$ 50,000	\$ 50,000	\$ 50,000	\$ 510,000



**City of Hercules  
Capital Improvement Plan  
Fiscal Years 2023-24 through 2032-33**

**Project Number:**

**Project Name:** **Beechnut Park**

**Description:**

Improve Beechnut Park utilizing grant funding. Improvements are to be determined but could include a half play court with basketball hoop, play structures, picnic area, and turf play area.  
There is an easement for the overhead electric transmission lines which needs to be modified by PG&E and approved by the CPUC prior to improvements being constructed. This process is expected to occur over FY 23-24 along with the

**Justification:**

Beechnut Park is the most in need of enhancing and has been essentially unimproved for many years. Council appropriated funding for Beechnut Park in a prior year.

**Projected Timing:**

Estimated Start Date:

Estimated End Date:

Funding Source:	Prior Year	FY 2023-24	FY 2024-25	FY 2025-26	FY 2026-27	FY 2027-28	FY 2028-29	FY 2029-30	FY 2030-31	FY 2031-32	FY 2032-33	Total Budget
	Carryover	Budget	Projection									
Eastbay Regional Park												
District WW Grant Funds	\$ 60,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 60,000
Prop. 64 Grant Funds	\$ 194,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 194,000
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Adjustment	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>Total</b>	<b>\$ 254,000</b>	<b>\$ -</b>	<b>\$ 254,000</b>									



**City of Hercules  
Capital Improvement Plan  
Fiscal Years 2023-24 through 2032-33**

**Project Number:**

**Project Name:** Park Improvement Project

**Description:** The Parks Master Plan will be completed in FY 2022-23 and will include a comprehensive list of improvement projects intended to be implemented over the next 10 years. Upon its completion, the future improvement projects and associated costs will be incorporated into the Capital Improvement Plan. \$200K is reserved for FY 2023-24.

**Justification:** The Parks System is in need of repair and improvements. Deferred maintenance has been accruing over the past decade, over which time the City was in severe financial hardship.

**Projected Timing:**

Estimated Start Date:

Estimated End Date:

Funding Source:	Prior Year	FY 2023-24	FY 2024-25	FY 2025-26	FY 2026-27	FY 2027-28	FY 2028-29	FY 2029-30	FY 2030-31	FY 2031-32	FY 2032-33	Total Budget
	Carryover	Budget	Projection									
General Fund/Capital Reserves	\$ -	\$ 200,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 200,000
Adjustment	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>Total</b>	<b>\$ -</b>	<b>\$ 200,000</b>	<b>\$ -</b>	<b>\$ 200,000</b>								



**City of Hercules  
Capital Improvement Plan  
Fiscal Years 2023-24 through 2032-33**

**Project Number:**

**Project Name:** Tree Mitigation in Open Space

**Description:**

Mitigate hazard trees from open space encroaching onto private property

**Justification:**

Trees in City open space are in the wildland/urban interface and encroach onto adjacent residential properties. At times they need to be trimmed or removed to prevent damage to adjacent private property and reduce liability. This is a relatively new, emerging threat triggered by climate change and the \$50K/year funding level will be evaluated on a forward going basis and adjusted as needed. The City owns open

**Projected Timing:**

**Estimated Start Date:**

**Estimated End Date:**

Funding Source:	Prior Year	FY 2023-24	FY 2024-25	FY 2025-26	FY 2026-27	FY 2027-28	FY 2028-29	FY 2029-30	FY 2030-31	FY 2031-32	FY 2032-33	Total Budget
	Carryover	Budget	Projection									
LLAD 83-2 Zone 10	\$ -	\$ 50,000	\$ 50,000	\$ 50,000	\$ 50,000	\$ 50,000	\$ 50,000	\$ 50,000	\$ 50,000	\$ 50,000	\$ 50,000	\$ 500,000
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Adjustment	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>Total</b>	<b>\$ -</b>	<b>\$ 50,000</b>	<b>\$ 500,000</b>									



**City of Hercules  
Capital Improvement Plan  
Fiscal Years 2023-24 through 2032-33**

**Project Number:**

**Project Name:**                 **Tree Mitigation Program**

**Description:**

Mitigate hazard Eucalyptus trees including along Refugio Valley Park between Sycamore Avenue and Patridge Drive, San Pablo Avenue between Tsushima and Hercules Avenue, and throughout various City Parks; also, trees whose roots are lifting sidewalks and causing tripping hazards. Work will first include an assessment by a licensed arborist, then a licensed tree trimming contractor will perform the work.

**Justification:**

The Eucalyptus trees have matured throughout town and need to be trimmed and thinned.

**Projected Timing:**

Estimated Start Date:

Estimated End Date:

Funding Source:	Prior Year	FY 2023-24	FY 2024-25	FY 2025-26	FY 2026-27	FY 2027-28	FY 2028-29	FY 2029-30	FY 2030-31	FY 2031-32	FY 2032-33	Total Budget
	Carryover	Budget	Projection									
Gas Tax	\$ -	\$ 100,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 100,000
LLAD 83-2 Zone 10	\$ -	\$ 50,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 50,000
Adjustment	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>Total</b>	<b>\$ -</b>	<b>\$ 150,000</b>	<b>\$ -</b>	<b>\$ 150,000</b>								



**City of Hercules  
Capital Improvement Plan  
Fiscal Years 2023-24 through 2032-33**

**Project Number:**

**Project Name:** Lupine Hill Stabilization

**Description:**

Secure the services of a geotechnical engineer to complete improvement plans to stabilize a hill above Lupine Drive, hire a contractor to perform the grading, and install soil erosion and sediment controls to be monitored over the coming winter.

**Justification:**

The open space above Lupine Drive has been prone slippage and slides over the years. The toe of a small hill slipped out onto the sidewalk during the Winter storms of 2023 and was cleared; however, the small hill needs to be regraded to stabilize the hillside, including the larger hill behind it. The budget of \$100,000 is an estimated of the needed funding and any unspent funding will be returned to the General Fund/Capital



**Projected Timing:**

Estimated Start Date:

Estimated End Date:

Funding Source:	Prior Year	FY 2023-24	FY 2024-25	FY 2025-26	FY 2026-27	FY 2027-28	FY 2028-29	FY 2029-30	FY 2030-31	FY 2031-32	FY 2032-33	Total Budget
	Carryover	Budget	Projection									
General Fund/Capital Reserves	\$ -	\$ 100,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 100,000
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>Total</b>	<b>\$ -</b>	<b>\$ 100,000</b>	<b>\$ -</b>	<b>\$ 100,000</b>								



City of Hercules  
Hercules The Hub CIP Summary

Project	Funding Source:	Prior Year	FY 2023-24	FY 2024-25	FY 2025-26	FY 2026-27	FY 2027-28	FY 2028-29	FY 2029-30	FY 2030-31	FY 2031-32	FY 2032-33	Total Budget
		Carryover	Budget	Projection									
Utility Design	Grant Measure J TLC	\$ 500,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 500,000
	Grant STMP Funding	\$ 750,000	\$ 300,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,050,000
Funding Plan		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>Total</b>		<b>\$ 1,250,000</b>	<b>\$ 300,000</b>	<b>\$ -</b>	<b>\$ 1,550,000</b>								

**Funding Source:**

Grant Measure J TLC	\$ 500,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 500,000
Grant STMP Funding	\$ 750,000	\$ 300,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,050,000
General Fund	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Unfunded	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>Total</b>	<b>\$ 1,250,000</b>	<b>\$ 300,000</b>	<b>\$ -</b>	<b>\$ 1,550,000</b>									



**City of Hercules  
Capital Improvement Plan  
Fiscal Years 2023-24 through 2032-33**

**Project Number:**  
**Project Name:** Hercules The Hub - Utility Design

**Description:** Advance the design for the relocation of utilities (Kinder Morgan & Shell fuel lines, fiber optic line) out of the Union Pacific Railroad right-of-way and into the Bay Trail right-of-way and Bayfront Boulevard. The WCCTAC Board has allocated an additional \$300K in STMP funding, which will be appropriated in time for FY 2-23-24 after the interagency agreement has been approved by both Boards.

**Justification:** This is the next phase that would need to be constructed to advance the Hub.

**Projected Timing:**  
Estimated Start Date:  
Estimated End Date:

## REMAINING IMPROVEMENTS

UTILITIES, TRACK/SIGNAL AND PLATFORM, AND STATION PLAZA



Funding Source:	Prior	FY 2023-24	FY 2024-25	FY 2025-26	FY 2026-27	FY 2027-28	FY 2028-29	FY 2029-30	FY 2030-31	FY 2031-32	FY 2032-33	Total Budget
	Carryover	Budget	Projection									
Grant Measure J TLC	\$ 500,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 500,000
Grant STMP Funding	\$ 750,000	\$ 300,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,050,000
Adjustment	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>Total</b>	<b>\$ 1,250,000</b>	<b>\$ 300,000</b>	<b>\$ -</b>	<b>\$ 1,550,000</b>								



**City of Hercules  
Capital Improvement Plan  
Fiscal Years 2023-24 through 2032-33**

**Project Number:**

**Project Name:** Hercules The Hub - Funding Plan

**Description:**

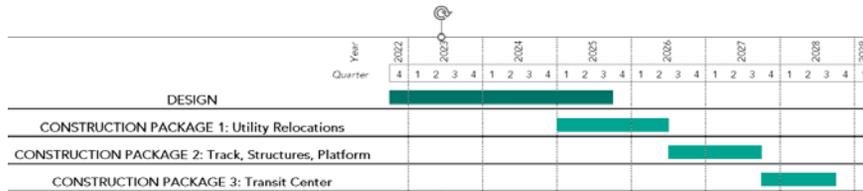
A funding plan has been created to complete The Hub. The budget in coming years is dependent upon receiving grants. The City set aside \$3M in the General Fund/Capital Reserves as the City's local contribution. Most recently, the City applied for the FSP and TIRCP grants.

**Justification:**

A total of \$107.7M is needed to complete the infrastructure for a train stop, of which it is proposed \$104,700 be funded with grants.



**PROJECT SCHEDULE**

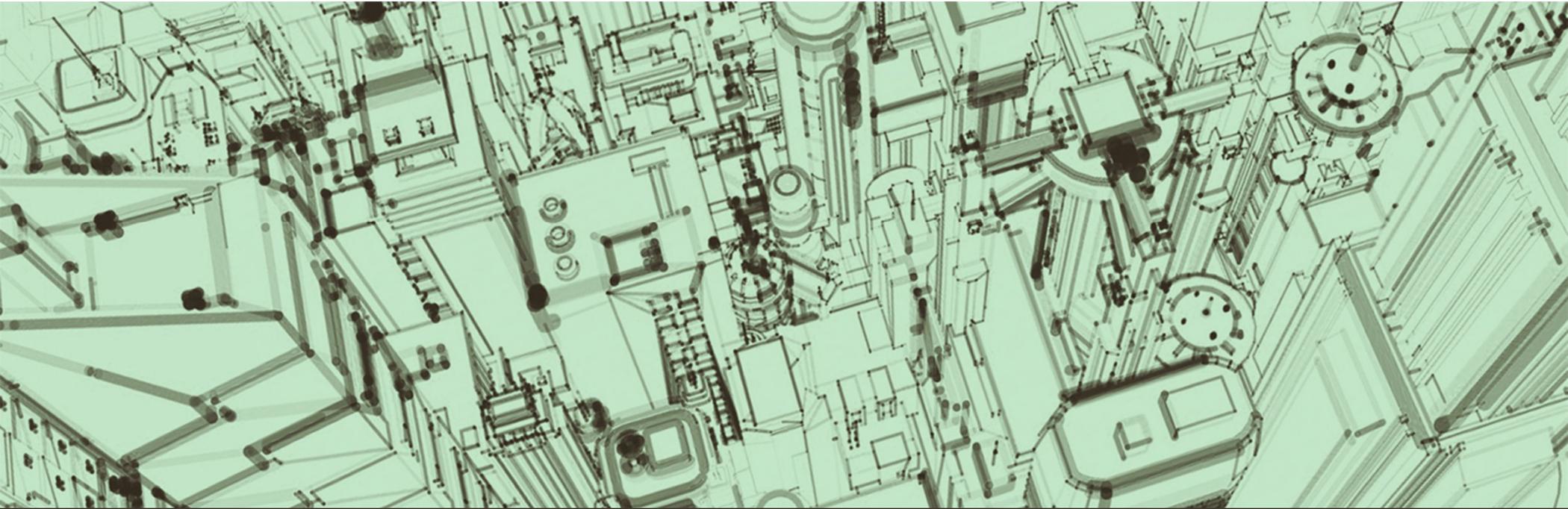


**FUNDING PLAN**

Funding Source		PS&E	ROW/Utility Relocations	Construction	Rounded Totals
<b>Targeted Funding</b>					
FSP-NATIONAL	FED	\$ 6,000,000	\$ -	\$ 36,835,903	\$ 42,800,000
CRISI	FED	\$ -	\$ -	\$ 5,810,633	\$ 5,800,000
RAISE	FED	\$ -	\$ 9,571,670	\$ 5,543,344	\$ 15,100,000
Federal Earmark	FED	\$ -	\$ -	\$ 1,162,127	\$ 1,200,000
TIRCP	STATE	\$ 6,000,000	\$ 12,494,615	\$ 15,688,708	\$ 34,200,000
STIP	STATE	\$ -	\$ -	\$ 2,324,253	\$ 2,300,000
OBAG 3 - Mobility Hub Program	REGIONAL	\$ -	\$ 2,271,748	\$ -	\$ 2,300,000
WCCTAC	LOCAL	\$ -	\$ 499,785	\$ 499,714	\$ 1,000,000
HERCULES (LOCAL)	LOCAL	\$ 670,500	\$ 2,317,183	\$ -	\$ 3,000,000
		\$ 12,670,500	\$ 27,155,000	\$ 67,864,681	<b>\$ 107,700,000</b>

Acronyms:  
 FSP-NATIONAL: Federal State Partnership for Intercity Rail  
 CRISI: Consolidated Rail Infrastructure and Safety Improvements  
 RAISE: Rebuilding American Infrastructure with Sustainability and Equity  
 TIRCP: Transit and Intercity Rail Capital Program  
 STIP: State Transportation Improvement Program  
 OBAG: One Bay Area Grant  
 WCCTAC: West Contra Costa Transportation Advisory Committee

Funding Source:	Prior	FY 2023-24	FY 2024-25	FY 2025-26	FY 2026-27	FY 2027-28	FY 2028-29	FY 2029-30	FY 2030-31	FY 2031-32	FY 2032-33	Total Budget
	Carryover	Budget	Projection									
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Adjustment	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>Total</b>	<b>\$ -</b>											



# Capital Improvement Program Update Fiscal Year 2023-2024

April 9, 2024



# Capital Improvements Presentation Summary

- Streets
- Sewer
- Buildings & Facilities
- Parks
- Hercules Hub
- Programmatic Capital Maintenance Projects

# CITY OF HERCULES



2022 PMP Update  
PTAP Round 23  
Final Report  
March 2023

 **Pavement Engineering Inc.**  
*You can ride on our reputation*

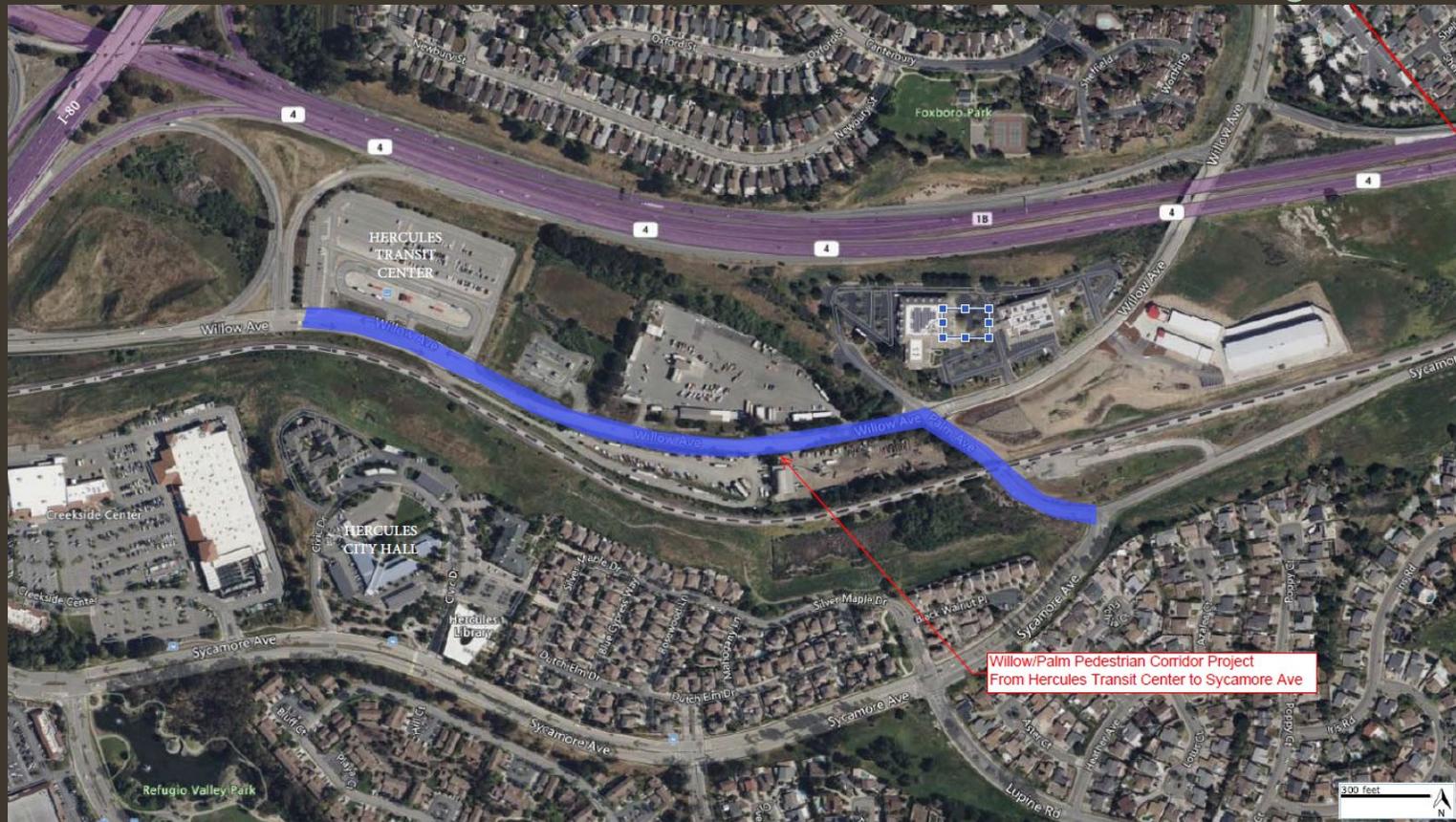
## Streets

# Pavement Management Program



# Streets

## Willow/Palm Pedestrian Corridor Project



# Streets

- Willow/Palm Pedestrian Corridor Project



# Streets

## OBAG – 3 Project (One Bay Area Grant)



THE HERCULINK  
Sycamore Avenue Bicycle & Pedestrian East-West City Connector Project

Countywide Signal Upgrade Project

# Lupine Hill Stabilization



# Sewer Master Plan

FINAL REPORT | APRIL 2020

## Hercules Collection System Master Plan Update

Prepared for

**City of Hercules**

Project No. 682-60-19-02



Technical Director: Jon Wells

April 24, 2020

Date

A handwritten signature in blue ink, reading "Roanne S. Ross".

Project Manager: Roanne Ross

April 24, 2020

Date

A handwritten signature in blue ink, reading "Jeff Petz".

QA/QC Review: Jeff Petz

April 24, 2020

Date

**WEST YOST ASSOCIATES**  
101 Galaxy Way | Suite 310 | Concord CA 95618



## Sycamore Ave (Lower Trunk Main)



# Sycamore Ave (Lower Trunk Main)

## Sewer



# Sewer

## Sycamore Avenue (Upper Sewer Trunk Main)



# Building Facilities

## Library - Starry Cone





## Building Facilities

- Community Swim Center - Interior Paint, Exterior Paint, Interior Basketball Hoops

# Police Lobbies Safety Enhancements



## Building Facilities



# Council Chambers Refurbishment & Improvements



Building Facilities

## Corp Yard Drainage Improvements



## Building Facilities



# Building Facilities



## Fire Station Roof Replacement

# Parks

## Refugio Valley Park Picnic Area & Shade Structure Improvement Project



# Parks



## All Abilities Swing



# Parks



- Beechnut Park Improvement Project

# Hercules Hub

- Grant Funding
- Ferry Feasibility Study



# Programmatic Capital Maintenance Projects

- Sewer Manhole Rings in Business Park



- Tree Management



- Striping Program

# Programmatic Capital Maintenance Projects



- Sidewalk & Walkway Repairs



Thank you!

Questions?

Mike Roberts, PE  
Public Works Director/City Engineer  
Tel. (510)799-8241  
E-mail : [MikeRoberts@ci.Hercules.ca.us](mailto:MikeRoberts@ci.Hercules.ca.us)

**DISCUSSION AND/OR ACTION  
AGENDA ITEM  
4. 22-834**



## STAFF REPORT TO THE CITY COUNCIL

**DATE:** Regular Meeting of April 9, 2024

**TO:** Mayor and Members of the City Council

**SUBMITTED BY:** Dante Hall, City Manager

**SUBJECT:** Quarterly Review of Future Agenda Items

### RECOMMENDED ACTION:

Staff recommends that the City Council receive the staff report on the quarterly review of future City Council agenda items and provide comments.

### BACKGROUND:

The purpose of this item is to identify issues presently known to staff or which members of the City Council wish to place on an upcoming City Council agenda. Council comment on these future agenda items is limited by the Brown Act to clarifying questions, brief announcements, or requests for additional information in connection with an item when it is discussed.

### FISCAL IMPACT:

There is no direct fiscal impact associated with this report.

### ATTACHMENTS:

1. Future Agenda Items List

# Future Agenda Items List

updated - 4/2

Scheduled Meeting Date	Item	Staff Responsible	Closed Session	Presentation	Public Hearing	Consent	Discussion Only	Discussion/Action
4/9/2024	Learn and Play Montessori School Presentation	Melendez		X				
	Capitlal Project Update	Roberts					X	
	2024 IT Surplus	Hall				X		
	Quarterly Review of the Future Agenda Items List	Hall/Melendez					X	
	Hill Town Entitlement Extension Second Reading	Rood				X		
	Density Bonus Ordinance Amendment Second Reading	Rood				X		
	All Electric Ordinance Suspension	Tang/Crawl				X		
	PLA	Tang/Lawrence						X
	Reso LLAD	Roberts						X
Scheduled Meeting Date	Item	Staff Responsible	Closed Session	Presentation	Public Hearing	Consent	Discussion Only	Discussion/Action
4/23/2024	Budget Workshop - Preliminary draft of the FY 24-25 General Fund Operating budget and other funds, including Sewer Enterprise and internal Service Funds Budget and Recommendations	Gato					X	
	LRSP	Vasquez/Mike					X	
	Military Equipment Annual Review	Vasquez						X
	Sewer Fund Health Study	Roberts		X				
	MTC Transit Oreinted Community Policy	Rood					X	
	Retenton Schedule Contract	Melendez						X
	City Branding -Share Concepts and Research Findings	Hall					X	
	Fiance Commission Appointment	Melendez						X
Scheduled Meeting Date	Item	Staff Responsible	Closed Session	Presentation	Public Hearing	Consent	Discussion Only	Discussion/Action
5/14/2024	Wildfire Prevention MOU	Hall					X	
	Introdution and First Public Hearing of the FY 24-25 Budget and 10 Year CIP	Gato			X			
	Beechnut Park Conceptual Plan	Roke/Roberts					X	
	Remote Public Participation	Melendez					X	
	Local Business Preference	Tang					X	
	City Branding - Share 2-3 logos with Council to refine	Hall					X	
	Proclamation- Contra Costa College 75th Anniversary	Melendez		X				
	Willow Ave Lift Station Agreement Udpate	Roberts					X	
	Solid Waste Draft Franchise Agreement	Hall/Roberts						X
Scheduled Meeting Date	Item	Staff Responsible	Closed Session	Presentation	Public Hearing	Consent	Discussion Only	Discussion/Action
5/28/2024	Fire House Roof Repairs	Roberts					X	
	Acceptance of Willow Avenue Sidewalk Project	Roberts				X		
	City Branding - Delivery/ approval of final logo	Hall					X	
Scheduled Meeting Date	Item	Staff Responsible	Closed Session	Presentation	Public Hearing	Consent	Discussion Only	Discussion/Action
6/11/2024	Second Public Hearing and Adoption of the FY 24-25 Budget and 10 Year CIP	Gato			X			
	Garbage Liens	Melendez			X			

	Housing Element Adoption	Rood							X
<b>Scheduled Meeting Date</b>	<b>Item</b>	<b>Staff Responsible</b>	<b>Closed Session</b>	<b>Presentation</b>	<b>Public Hearing</b>	<b>Consent</b>	<b>Discussion Only</b>	<b>Discussion/Action</b>	
6/25/2024									
<b>Scheduled Meeting Date</b>	<b>Item</b>	<b>Staff Responsible</b>	<b>Closed Session</b>	<b>Presentation</b>	<b>Public Hearing</b>	<b>Consent</b>	<b>Discussion Only</b>	<b>Discussion/Action</b>	
7/9/2024									
<b>Scheduled Meeting Date</b>	<b>Item</b>	<b>Staff Responsible</b>	<b>Closed Session</b>	<b>Presentation</b>	<b>Public Hearing</b>	<b>Consent</b>	<b>Discussion Only</b>	<b>Discussion/Action</b>	
7/23/2024									
<b>Scheduled Meeting Date</b>	<b>Item</b>	<b>Staff Responsible</b>	<b>Closed Session</b>	<b>Presentation</b>	<b>Public Hearing</b>	<b>Consent</b>	<b>Discussion Only</b>	<b>Discussion/Action</b>	
8/13/2024	Quarterly Review of the Future Agenda Items List	Hall					X		
<b>Scheduled Meeting Date</b>	<b>Item</b>	<b>Staff Responsible</b>	<b>Closed Session</b>	<b>Presentation</b>	<b>Public Hearing</b>	<b>Consent</b>	<b>Discussion Only</b>	<b>Discussion/Action</b>	
8/27/2024									
<b>Scheduled Meeting Date</b>	<b>Item</b>	<b>Staff Responsible</b>	<b>Closed Session</b>	<b>Presentation</b>	<b>Public Hearing</b>	<b>Consent</b>	<b>Discussion Only</b>	<b>Discussion/Action</b>	
9/10/2024									
<b>Scheduled Meeting Date</b>	<b>Item</b>	<b>Staff Responsible</b>	<b>Closed Session</b>	<b>Presentation</b>	<b>Public Hearing</b>	<b>Consent</b>	<b>Discussion Only</b>	<b>Discussion/Action</b>	
9/24/2024									

Scheduled Meeting Date	Item	Staff Responsible	Closed Session	Presentation	Public Hearing	Consent	Discussion Only	Discussion/Action
10/8/2024								
10/22/2024								
11/12/2024								
11/26/2024								
12/10/2024	Quarterly Review of the Future Agenda Items List	Hall					X	
	Confirmation of Election Results(even years)	Melendez						X