



AGENDA

REGULAR JOINT MEETING OF THE OAKLEY CITY COUNCIL/OAKLEY CITY COUNCIL ACTING AS THE SUCCESSOR AGENCY TO THE OAKLEY REDEVELOPMENT AGENCY/OAKLEY PUBLIC FINANCING AUTHORITY

Tuesday, August 12, 2025

6:30 PM

Oakley City Council Chambers, 3231 Main Street, Oakley, California 94561.

Unless stated otherwise on the agenda, every item on the agenda is exempt from CEQA Guidelines Sections 15060(c), 15061(b)(3), 15273, 15378, 15301, 15323 and/or Public Resources Code Section 21065.

MISSION STATEMENT: The City of Oakley will create a resilient future that fosters and attracts a vibrant and evolving community that welcomes and values all people.

VISION STATEMENT: The City of Oakley celebrates our unique Delta lifestyle and small-town feel where we Live in a safe, dynamic community, **Work** together to build the future, and **Play** in our own backyard.

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A complete packet of information containing staff reports and exhibits related to each item is available for public review prior to an Oakley City Council and/or City Council Acting as the Successor Agency to the Oakley Redevelopment Agency/Oakley Public Financing Authority meeting at Oakley City Hall, 3231 Main Street, Oakley, CA 94561. Any writings or documents provided to a majority of the Oakley City Council, Oakley City Council Acting as the Successor Agency to the Oakley Redevelopment Agency or Oakley Public Financing Authority regarding any item on this agenda will be made available for public inspection, during regular business hours, in the Main Lobby of Oakley City Hall.

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Please keep cell phones/electronic devices turned off during the meeting. Please be advised that City Council meetings are video recorded and attendees may appear on video.

Information Regarding Public Comment

Members of the public may address the Council on items of interest that are within the City's jurisdiction. In compliance with State law, the council may not take action or have discussion on any item that is not specifically listed on the agenda. Public comment on items not listed on the agenda will be heard under the Public Comments section of the agenda. Public comments on items listed on the agenda will be heard as the Mayor calls the items. In compliance with State law, the Council may not take action on an item that is not specifically listed on the agenda. If you would like to speak on any agenda item, please fill out a public speaker card available in the lobby and submit it to the City Clerk seated in the Council Chamber **prior to the agenda item being called**. The Mayor will call you by name to the podium to hear your comment. PUBLIC COMMENTS ARE LIMITED TO THREE (3) MINUTES. Online public comments are accepted until 5 p.m. the day of the meeting and can be submitted at <https://www.oakleyca.gov/publiccomment>.

1. OPENING MATTERS

Oakley City Council/Oakley City Council Acting as the Successor Agency to the Oakley Redevelopment Agency/Oakley Public Financing Authority

1.1 Call to Order and Roll Call of the Oakley City Council/Oakley City Council Acting as the Successor Agency to the Oakley Redevelopment Agency/Oakley Public Financing Authority

1.2 Pledge of Allegiance to the Flag

1.3 Certificate of Recognition to Jeanne Krieg for being inducted into the American Public Transportation Associations Hall of Fame [Certificate](#)

1.4 Presentation on Snug As a Bug Bags and Oakley Fiber Arts Class Collaboration (Allison Norris, Snug As a Bug Bags Founder, and Donna Baker, Oakley Recreation Fiber Arts instructor)

2. PUBLIC COMMENTS

At this time, the public is permitted to address the Oakley City Council/Oakley City Council Acting as the Successor Agency to the Oakley Redevelopment Agency/Oakley Public Financing Authority on non-agendized items.

3. COUNCILMEMBER COMMENTS

4. CONSENT CALENDAR

Consent Calendar items are typically non-controversial in nature and are considered for approval by the Oakley City Council/ Oakley City Council Acting as the Successor Agency to the Oakley Redevelopment Agency/Oakley Public Financing Authority with one single action. Members of the audience, Staff or the Oakley City Council/ Oakley City Council Acting as the Successor Agency to the Oakley Redevelopment Agency/Oakley Public Financing Authority who would like an item removed from the Consent Calendar for purposes of public input may request the Mayor remove the item. The public may

request to remove an item(s) to provide input by completing a public speaker card and submitting it to the City Clerk prior to the item(s) being called by the Mayor.

- 4.1 Approve Minutes from the Regular Joint City Council/City Council Acting as the Successor Agency to the Redevelopment Agency/ Public Financing Authority Meeting held July 8, 2025 (Kim Snodgrass, City Clerk)**
[Minutes](#)
- 4.2 Waive the Second Reading and Adopt Ordinance No's 10-25, 11-25 and 12-25 Adopting Zoning Text Amendments related to the Housing Element Action Implementation of Policy Actions 1.1, 3.5, and 3.6 (Jose Cortez, Senior Planner)**
[Ordinance No. 10-25 - Policy Action 1.1](#)
[Ordinance No. 11-25 - Policy Action 3.5](#)
[Ordinance No. 12-25 - Policy Action 3.6](#)
- 4.3 Adopt a Resolution accepting the Construction Project and Approving the Contract Amendment associated with Capital Improvement Project Number 311 - Fiscal Year (FY) 2024/25 Curb, Gutter, & Sidewalk Repair and Replacement Project (Kevin Rohani, P.E., Public Works Director/City Engineer)**
[Staff Report](#)
 - [1. Resolution](#)
 - [2. Notice of Completion](#)
 - [3. Contract Amendment](#)
- 4.4 Adopt two Resolutions Approving a Subdivision Improvement Agreement and Final Map for Burroughs Subdivision 9557 located at the northeast corner of East Cypress Road and Knightsen Avenue (Kevin Rohani, P.E., Public Works Director/City Engineer)**
[Staff Report](#)
 - [1. Vicinity Map](#)
 - [2. Resolution FM.](#)
 - [3. Resolution SIA](#)
 - [4. Subdivision Improvement Agreement](#)
 - [5. Final Map](#)
- 4.5 Adopt a Resolution Awarding a Contract to Monarch Landscape Company for the Recreation Baseball Field Renovation – CIP No. 328 (Kevin Rohani, Public Works Director/City Engineer)**
[Staff Report](#)
 - [1. Resolution](#)
 - [2. Proposal - Monarch Landscape Company](#)
- 4.6 Adopting a Resolution Approving a Contract Amendment and Authorizing the City Manager to Execute an Addendum to the Agreement for the Construction Contract with Sukut Construction, LLC Related to Capital Improvement Project (CIP) 310 – East Cypress Road Canal Undergrounding Project, CCWD Segment 5A (Kevin Rohani, P.E., Public Works Director/City Engineer)**

Staff Report

1. Resolution

4.7 City of Oakley Investment Report (4th Quarter FY 2024/25) (Jeri Tejada, Administrative Services Director)

Staff Report

1. City of Oakley Investment Report for the quarter ended June 30, 2025

2. FY 2025 City Investment Worksheet

4.8 City of Oakley as Successor Agency to the Oakley Redevelopment Agency Quarterly Investment Report (4th Quarter FY 2024/25) (Jeri Tejada, Administrative Services Director)

Staff Report

1. City of Oakley as Successor Agency to the Redevelopment Agency Investment Report for the quarter ended June 30, 2025.

5. PUBLIC HEARINGS

6. REGULAR CALENDAR

7. REPORTS

7.1 CITY MANAGER

(a) City Manager

(b) Business License Update

(c) Fireworks Update (Lt. Robert Roberts)

(d) Mid-Year Police Department Review (Police Chief Paul Beard)

(b) July 2025 New Business Licenses

7.2 OAKLEY CITY COUNCIL/OAKLEY CITY COUNCIL ACTING AS THE SUCCESSOR AGENCY TO THE OAKLEY REDEVELOPMENT AGENCY (a) Reports from Council Liaisons to Regional Committees, Commissions and Boards AND Oakley City Council/Oakley City Council Acting as the Successor Agency to the Oakley Redevelopment Agency (b) Requests for Future Agendas

8. WORK SESSIONS

8.1 Update on Studio 55 and Senior Programming (Jeri Tejada, Administrative Services Director)

Staff Report

Senior Update Presentation

9. CLOSED SESSION

9.1 CONFERENCE WITH REAL PROPERTY NEGOTIATORS Pursuant to Government Code Section 54956.8

Property: 3650-3660 Main Street, Oakley, CA, APN 035-122-008 and 035-164-002

Agency Negotiator: Joshua McMurray, City Manager

Negotiating Party: Celine Mui Simon, TRI Commercial

Under Negotiation: Price and term of payment

10. ADJOURN

*This Certificate Proudly Presented by the City
of Oakley*

to

Jeanne Krieg

*In recognition of her induction into the 2025
American Public Transportation Association's
Hall of Fame*

August 12, 2025

Date

Shannon Shaw, Mayor



**MINUTES OF THE REGULAR JOINT MEETING OF THE OAKLEY CITY
COUNCIL / OAKLEY CITY COUNCIL ACTING AS THE SUCCESSOR AGENCY TO THE
OAKLEY REDEVELOPMENT AGENCY/OAKLEY PUBLIC FINANCING AUTHORITY HELD
JULY 8, 2025**

1. OPENING MATTERS

1.1 Call to Order and Roll Call of the Oakley City Council/Oakley City Council Acting as the Successor Agency to the Oakley Redevelopment Agency/Oakley Public Financing Authority

Mayor Shannon Shaw called the meeting to order at 6:30 p.m. Vice Mayor Hugh Henderson and Councilmembers George Fuller, Aaron Meadows and Anissa Williams were also present.

1.2 Pledge of Allegiance to the Flag

Councilmember Meadows led the Pledge of Allegiance to the Flag.

1.3 CalEd Award of Merit for the City of Oakley + Los Medanos College Community Education Oakley Entrepreneurial Workshop Program - Presented by Stephen Baiter with the CALED Board of Directors and Juliette Casey and Natalie Hannum with Los Medanos College

Stephen Baiter, Dave Wahl and Juliette Casey presented an Award of Merit to the City of Oakley for the Entrepreneurial Workshop Program.

Peter Meyers with Supervisor Burgis' office presented a certificate to the City of Oakley to acknowledge their ongoing work in economic development.

1.4 Proclamation Recognizing Park & Recreation Month (Jesse Dela Cruz, Public Works Maintenance Manager and Troy Faulk, Recreation Manager)

Mayor Shaw read and presented the proclamation to Jesse Dela Cruz, Public Works Maintenance Manager and Troy Faulk, Recreation Manager.

1.5 BART Update (Mark Foley, Board President)

Mark Foley, BART Board President, provided an update to the City Council.

1.6 Train Platform Update (Nathan Alastra, San Joaquin Regional Rail Commission)

Nathan Alastra, San Joaquin Regional Rail Commission Operations Superintendent, provided an update to the City Council.

2. PUBLIC COMMENTS

Public Comments were provided by Jean-Marc Petit and Oleksii Chuiko.

A Public Comment was received by William Ulitsky and will be entered into the Public Record.

3. COUNCILMEMBER COMMENTS

None

4. CONSENT CALENDAR

- 4.1 Approve Minutes from the Regular Joint City Council/City Council Acting as the Successor Agency to the Redevelopment Agency/ Public Financing Authority Meeting held June 10, 2025 (Kim Snodgrass, City Clerk)**
- 4.2 Ratify Election: Adopt Ordinance No. 06-25 Authorizing the Levy of a Special Tax on Parcels of Land within Tax Area Zone 198 within the Oakley Special Police Tax Area for Police Protection Services for the 486 Quail Glen Drive Urban Lot Split (MS 24-980) project located at 486 Quail Glen Drive (APN 041-330-037-7) (Kevin Rohani, P.E., Public Works Director/City Engineer)**
- 4.3 Ratify Election: Adopt Ordinance No. 07-25 Authorizing the Levy of a Special Tax on Parcels of Land within Tax Area Zone 199 within the Oakley Special Police Tax Area for Police Protection Services for the 87 Hill Avenue Urban Lot Split (MS 24-977) project located at 87 Hill Avenue (APN 033-090-019-2) (Kevin Rohani, P.E., Public Works Director/City Engineer)**
- 4.4 Waive the Second Reading and Adopt Ordinance No. 9-25 Repealing and Reenacting Chapter 2.5 of the Oakley Municipal Code Concerning Emergency Organizations and Functions (Danielle Navarro, Assistant City Manager)**
- 4.5 Adopt a Resolution to Authorize the City Manager to Execute a Construction Agreement with R&R Pacific Construction, Inc. for the Construction of Capital Improvement Project (CIP) 302 - East Cypress Road Widening (Jersey Island Road to Bethel Island Road) Project (Kevin Rohani, P.E., Public Works Director/City Engineer)**
- 4.6 Fiscal Year 2024/2025 Fourth Quarter Report on the Capital Improvement Program (Kevin Rohani, P.E., Public Works Director/City Engineer)**
- 4.7 Annexation No. 46 (486 Quail Glen Drive Urban Lot Split (MS 24-980)) to the City of Oakley Community Facilities District No. 2015- 2 (Parks, Streetlight, Landscape, and Stormwater Services) (Kevin Rohani, P.E., Public Works Director/City Engineer)**

- 4.8 Annexation No. 47 (87 Hill Avenue Urban Lot Split (MS 24-977)) to the City of Oakley Community Facilities District No. 2015-2 (Parks, Streetlight, Landscape, and Stormwater Services) (Kevin Rohani, P.E., Public Works Director/City Engineer)**
- 4.9 Adopt a Resolution Authorizing the City Manager to execute a Consulting Services Agreement with HMM Engineers, Inc. to provide Construction Management Services for the East Cypress Road Widening (Jersey Island Road to Bethel Island Road) Project & East Cypress Road Widening at CCWD Canal Crossing Project – Capital Improvement Project Number 302 & 310 (Kevin Rohani, P.E., Public Works Director/City Engineer)**
- 4.10 Adopt a Resolution Authorizing the City Manager to Execute a Consulting Services Agreement with Kimley -Horn and Associates, Inc., to Provide Engineering Design Services for Capital Improvement Project Number 268 – Main Street/Delta Road Intersection Improvement and Signalization Project (Kevin Rohani, P.E., Public Works Director/City Engineer)**
- 4.11 Adopt a Resolution Authorizing the City Manager to Execute a Consulting Services Agreement with Kimley -Horn and Associates, Inc., to Provide Engineering Design Services for Capital Improvement Project Number 211 – Main Street/Rose Avenue Intersection Improvement and Signalization Project (Kevin Rohani, P.E., Public Works Director/City Engineer)**
- 4.12 Adopt a Resolution Authorizing the City Manager to execute an Agreement with Lopez Maintenance Services LLC for Porter Service Maintenance at various City Parks and Facilities (Kevin Rohani, P.E., Public Works Director/City Engineer)**
- 4.13 Adopt a Resolution Authorizing the City Manager to Execute a Consulting Services Agreement with Perkins, Williams & Cotterill Architects, Inc., to Provide Architectural Design Services for Capital Improvement Project Number 329 – City Hall Remodeling Project (Kevin Rohani, P.E., Public Works Director/City Engineer)**
- 4.14 Adopt a Resolution approving the proposal from Sanbell, and authorizing the City Manager to execute Amendment Number 1 to the Consulting Services Agreement with Sanbell for additional design and construction support services related to the East Cypress Road Widening (Jersey Island Road to Bethel Island Road) Project – Capital Improvement Project 302 (Kevin Rohani, P.E. Public Works Director/City Engineer)**
- 4.15 Adopt a Resolution Authorizing the City Manager to Execute a Consulting Services Agreement with BSK Associates to Provide Material Testing and Special Inspections for the East Cypress Road Widening (Jersey Island Road to Bethel Island Road) Project – Capital Improvement Project 302 (Kevin Rohani, P.E., Public Works Director/City Engineer)**

4.16 Adopt a Resolution Authorizing the City Manager to Execute a Consulting Services Agreement with BKF Engineers, Inc. to Provide Engineering Design Services for Capital Improvement Project (CIP) Number 316 – Main Street Widening North of Laurel Road to Heartwood Subdivision Project (Kevin Rohani, P.E. Public Works Director/City Engineer)

It was moved by Councilmember Williams and seconded by Councilmember Meadows to approve the remainder of the Consent Calendar. Motion was unanimous and so ordered (5-0)

Item 4.1

Councilmember Fuller mentioned he will vote no.

It was moved by Councilmember Meadows and seconded by Vice Mayor Henderson to approve item 4.1. Ayes: Henderson, Meadows, Shaw, Williams Noes: Fuller (4-1)

Item 4.5

Councilmember Fuller mentioned he will vote no.

It was moved by Councilmember Meadows and seconded by Councilmember Williams to approve item 4.5. Ayes: Henderson, Meadows, Shaw, Williams Noes: Fuller (4-1)

Item 4.10 and 4.11

Councilmember Williams mentioned she would like staff to confirm the location of the intersections and the scope of the projects.

City Manager Joshua McMurray responded.

It was moved by Councilmember Meadows and seconded by Vice Mayor Henderson to approve items 4.10 and 4.11. Motion was unanimous and so ordered. (5-0)

5. PUBLIC HEARINGS

5.1 Introduce an Ordinance Adopting Zoning Text Amendments related to the Housing Element Action Implementation of Policy Actions 1.1, 3.5, and 3.6 (Jose Cortez, Senior Planner)

Senior Planner Jose Cortez presented the report.

Councilmembers Fuller, Meadows and Williams asked questions and Mr. Cortez and Mr. Strelo responded.

Mayor Shaw opened the Public Hearing. There were no public comments, so she closed the Public Hearing.

Comments were provided by Councilmembers Meadows, Fuller, Williams, Vice Mayor Henderson, and Mayor Shaw.

It was moved by Councilmember Williams and seconded by Councilmember Meadows to approve item 5.1. Ayes: Henderson, Meadows, Shaw, Williams Noes: Fuller (4-1)

6. REGULAR CALENDAR

6.1 Consideration to Adopt a Resolution Approving an Amendment to the Personnel Rules Adding the Intern Classification and Approving a Recommended Pay Scale and Budget Amendment (Jeri Tejada, Administrative Services Director)

City Manager Joshua McMurray presented the report and introduced Matt Schwab with Working Wonders.

Mr. Schwab provided an overview of the Working Wonders program.

Questions and comments were provided by Councilmembers Williams and Fuller.

Mr. Schwab responded to questions.

It was moved by Councilmember Williams and seconded by Councilmember Meadows to approve item 6.1. Motion was unanimous and so ordered. (5-0)

7. REPORTS

7.1 CITY MANAGER

(a) City Manager

(b) Business License Update

City Manager Joshua McMurray reported Movies on Main Street will be on July 26th, the Fishing Derby is August 9th, and the June Business License update is included in the agenda packet.

7.2 OAKLEY CITY COUNCIL/OAKLEY CITY COUNCIL ACTING AS THE SUCCESSOR AGENCY TO THE OAKLEY REDEVELOPMENT AGENCY (a) Reports from Council Liaisons to Regional Committees, Commissions and Boards AND Oakley City Council/Oakley City Council Acting as the Successor Agency to the Oakley Redevelopment Agency

Councilmember Meadows reported he attended a TransPlan Committee Meeting, a Highway 4 Bypass Authority board meeting, the East County Regional Fee and Financing Authority meeting, Summerfest, and the Juneteenth celebration.

Councilmember Fuller reported he attended the Juneteenth celebration, lunch at Studio 55 and Representative DeSaulnier's town hall and he wished Mayor Shaw a Happy Birthday.

Vice Mayor Henderson reported he attended the Juneteenth celebration, the Ironhouse Sanitary District meeting, Summerfest and the East Contra Costa County Habitat Conservancy.

Councilmember Williams reported she attended a budget discussion with Senator Cabaldon, the California Civic Leaders Institute, Cal Cities Policy Committee, a meeting with representatives from the Lawrence Berkeley Lab, an ABAG meeting, a Tri Delta Transit meeting, the Summerfest Parade and event, a meeting with Assemblymember Lori Wilson and Tri Delta Transit, she mentioned she delivered an award to D-Bat Oakley and she announced other award winners from the Summerfest Parade.

Mayor Shaw reported she had an assembly prep meeting, a budget call with Senator Cabaldon's office, she attended the Oakley Fireworks Forum, the Oakley Chamber Mixer and the Cal Cities Public Safety Policy Committee meeting, she spread bark at the community garden at Creekside Park, she attended the one year anniversary party at the Beer Aisle, Oakley's Juneteenth event, Brentwood's Juneteenth event, a Tri Delta Transit meeting, the CitiPAC cornhole event and Summerfest and she served ice cream at Studio 55.

(b) Requests for Future Agendas

Councilmember Meadows requested to look at the Residential Rental Inspection Ordinance, specifically when a property must be registered as a rental. Councilmember Fuller supported it.

Councilmember Williams requested to consider entering into a Blue-Sky contract to help move animals during a disaster. Mayor Shaw supported it.

8. WORK SESSIONS

8.1 Work Session on Public Art (Joshua McMurray, City Manager)

City Manager, Joshua McMurray, presented the report and requested direction from the Council.

Councilmembers discussed and provided comments. There was no clear direction, so the consensus was to bring this item back in a year.

9. CLOSED SESSION

None

10. ADJOURN

There being no further business, the meeting was adjourned at 8:48 p.m.

Respectfully submitted,

Kim Snodgrass

ORDINANCE NO. 10-25

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF OAKLEY AMENDING OAKLEY MUNICIPAL CODE SECTION 9.1.410 (AFFORDABLE HOUSING OVERLAY DISTRICT) AND FINDING THE ACTION EXEMPT FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA)

WHEREAS, this is a City-initiated application requesting approval of a Rezoning (RZ 2025-02) consisting of a zoning text amendment to Oakley Municipal Code (“OMC”) section 9.1.410 Affordable Housing Overlay (“AHO”) District required to bring the AHO into compliance with state law (“Project”); and

WHEREAS, on June 3, 2025, the Planning Commission held a duly noticed public hearing to consider the proposed Rezone (RZ 2025-02), received the staff report and staff presentation, received comments from the public and interested parties, and discussed the matter. Following the public hearing, the Planning Commission adopted Planning Commission Resolution No. 7-25 recommending the City Council adopt the proposed Ordinance; and

WHEREAS, on or before June 27, 2025, the Notice of Public Hearing for the Project was duly noticed in the East Bay Times, a newspaper of general distribution, was posted at Oakley City Hall located at 3231 Main Street, outside the gym at Delta Vista Middle School located at 4901 Frank Hengel Way, outside the library at Freedom High School located at 1050 Neroly Road, and was mailed out to outside agencies and to parties requesting such notice; and

WHEREAS, on July 8, 2025, the City Council held a duly noticed public hearing to consider the proposed Ordinance related to the Affordable Housing Overlay District (AHO), received the staff report and staff presentation, received comments from the public and interested parties, considered the recommendation of the Planning Commission and discussed the matter; and

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

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF OAKLEY, CALIFORNIA, DOES HEREBY ORDAIN AS FOLLOWS:

SECTION 1. The recitals above are true and correct and are hereby adopted as findings as if fully set forth herein.

SECTION 2. Additional Findings.

- A. On May 9, 2023 the City Council adopted the 6th Cycle Housing Element of the General Plan for the period of 2023-2031 in compliance with State Housing Element law.

- B. On May 24, 2023 HCD certified the City of Oakley's 6th Cycle Housing Element for the period of 2023-2031 in compliance with State Housing Element law.
- C. The Objective of Policy Action 1.1 of the Housing Element aims to provide modifications to the AHO Ordinance to facilitate the development of more housing choices for lower-income households.

Adopting the proposed Zoning Text Amendments related to the Affordable Housing Overlay District (AHO) would implement the applicable portion of Policy Action 1.1 of the City of Oakley Housing Element.

- D. The City Council finds 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. There is no potential to result in either a direct physical change to the environment or a reasonably foreseeable indirect physical change to the environment. None of the circumstances described in CEQA Guidelines Section 15300.2 applies.

SECTION 3. Section 9.1.410 of the Oakley Municipal Code Section 9.1.410 titled, "Affordable Housing Overlay District (AHO)" is hereby amended and adopted in its entirety, as follows:

"9.1.410 Affordable Housing Overlay District (AHO).

- a. Purpose and Intent. The Affordable Housing Overlay (AHO) District serves to implement the housing element goal of providing new housing and addressing affordable housing needs within the City of Oakley. The AHO can be applied to areas with Commercial base zoning to allow for housing where it would not otherwise be allowed by the base zoning.
- b. Application. This section only applies to projects within the AHO District that elect to use the AHO District.
- c. Affordability Requirements.
 - 1) Developments electing to use the AHO shall include at least 20 percent affordable housing units, in some combination of the following income categories:
 - a) Low income household: any household with an income level between fifty percent (50%) and eighty percent (80%) of the Contra Costa County median income as determined by the California Department of Housing and Community Development (HCD) and/or the Federal Department of Housing and Urban Development (HUD);

- b) Very low income household: any household with an income level between thirty percent (30%) and fifty percent (50%) of the Contra Costa County median income as determined by HCD or HUD; and/or
 - c) Extremely low income household: any household within an income of thirty percent (30%) or less of the Contra Costa County median income as determined by HCD or HUD.
- 2) Prior to the approval of the first building permit for any dwelling unit, the applicant shall execute an agreement with the City of Oakley and any other documents necessary to ensure the continued affordability of the affordable units for a fifty-five (55) year minimum time frame in a form acceptable to the City Council.
- 3) If a development has both affordable and market rate units, then the affordable units shall be constructed at a rate consistent with the construction of market rate units and shall be mixed throughout the development. Project phasing must be done in a manner that is proportionate to the overall mix of affordability levels.
- d. Permitted Uses. The AHO allows for the development of owner-occupied and rental multifamily housing, which for the purposes of this section is defined as any residential development with three or more units on a single lot, within the AHO District. Residential developments that include at least 20 percent affordable housing shall be a use permitted by-right, as defined in Government Code Section 65583.2(i).
- e. Development Standards. Where an applicant or developer elects to apply to utilize the AHO District over the underlying zoning, the development standards listed in Table 1 of this section, where applicable, shall apply.

Table 1: Development Standards for Multifamily Construction within the Affordable Housing Overlay (AHO) District	
Subject	Standard
Minimum Density	20 dwelling units per acre
Maximum Density	30 dwelling units per acre ¹
Building Site Coverage (combined maximum)	50%
Front Setback (minimum)	15 feet for two stories, 20 feet for three or more stories
Rear Setback (minimum) ²	15 feet for two stories, 20 feet for three or more stories

Table 1: Development Standards for Multifamily Construction within the Affordable Housing Overlay (AHO) District	
Subject	Standard
Side Setback ²	8 feet for two stories, 12 feet for three or more stories
Distance Between Buildings (minimum)	20 feet for two stories, 25 feet for three or more stories
Height Limit (maximum)	42 feet
Parking Requirements	Parking shall be provided per Section 9.1.1402 of the Zoning Ordinance. ³
¹ Per state law, developments that qualify for a State Density Bonus in accordance with Government Code Section 65915 et seq. shall be allowed to exceed the maximum density through the use of a density bonus. ² 10 feet for any structure (not a dwelling unit) up to 15 feet in height. ³ Per state law, developments that qualify for a State Density Bonus are eligible for reduced parking in accordance with Government Code Section 65915 et seq.	

f. Development Incentives.

- 1) The City shall provide a density bonus and additional incentive(s) for qualified housing developments in accordance with State Density Bonus (Government Code Section 65915 and Section 9.1.412 of the Zoning Ordinance).
 - 2) The City will provide other funding or incentives to qualifying affordable housing projects, to meet the City Regional Housing Needs Allocation (RHNA) allocation, such as providing financial assistance or land write-downs when feasible, providing expedited processing, identifying grant, funding opportunities, and providing support to developers in seeking funding.
- g. Design Criteria. All proposed projects shall be consistent with the City of Oakley Multifamily Objective Design Standards (pending). The design standards will be enforced through review and approval by the Community Development Director (CDD), or his/her designee, in case of an administrative-level approval, or by the City Council in the event a conditional use permit is required."

SECTION 4. California Environmental Quality Act (CEQA).

This project is exempt from environmental analysis under the requirements of the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines section 15061(b)(3), because it can be seen with certainty that the proposed amendments will not have a significant effect on the environment.

SECTION 5. Effective Date and Posting.

This ordinance shall take effect and be in force thirty (30) days from and after the date of its passage. The City Clerk shall cause the ordinance to be published within fifteen (15) days after its passage in a newspaper of general circulation, or by publishing a summary of the proposed ordinance, posting a certified copy of the proposed ordinance in the City Clerk's Office at least five (5) days prior to the City Council meeting at which the ordinance is to be adopted, and within fifteen (15) days after its adoption, publishing a summary of the ordinance with the names of the Council Members voting for and against the ordinance.

PASSED AND ADOPTED by the City Council of the City of Oakley this 12th day of August 2025 by the following vote:

AYES:

NOES:

ABSTENTIONS:

ABSENT:

APPROVED:

Shannon Shaw, Mayor

ATTEST:

Kim Snodgrass, City Clerk

Date

I HEREBY CERTIFY that in accordance with Government Code Section 40806, this ordinance is a true and correct copy of a city ordinance. It has been published or posted pursuant to law.

Kim Snodgrass, CMC
City Clerk

ORDINANCE NO. 11-25

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF OAKLEY ADOPTING OAKLEY MUNICIPAL CODE SECTION 9.1.1614 (REASONABLE ACCOMMODATIONS FOR RESIDENTIAL USES) AND FINDING THE ACTION EXEMPT FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA)

WHEREAS, this is a City-initiated application requesting approval of a Rezoning (RZ 2025-02) consisting of a zoning text amendment to adopt Oakley Municipal Code (“OMC”) section 9.1.1614 Reasonable Accommodations for Residential Uses so that the City can establish written procedures for Reasonable Accommodations with the goal of accommodating the housing needs of persons with disabilities and provide a streamlined permit review process (“Project”); and

WHEREAS, on June 3, 2025, the Planning Commission held a duly noticed public hearing to consider the proposed Rezone (RZ 2025-02), received the staff report and staff presentation, received comments from the public and interested parties, and discussed the matter. Following the public hearing, the Planning Commission adopted Planning Commission Resolution No. 7-25 recommending the City Council adopt the proposed Ordinance; and

WHEREAS, on or before June 27, 2025, the Notice of Public Hearing for the Project was duly noticed in the East Bay Times, a newspaper of general distribution, was posted at Oakley City Hall located at 3231 Main Street, outside the gym at Delta Vista Middle School located at 4901 Frank Hengel Way, outside the library at Freedom High School located at 1050 Neroly Road, and was mailed out to outside agencies and to parties requesting such notice; and

WHEREAS, on July 8, 2025, the City Council held a duly noticed public hearing to consider the proposed Ordinance related to reasonable accommodation procedures, received the staff report and staff presentation, received comments from the public and interested parties, considered the recommendation of the Planning Commission and discussed the matter; and

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

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF OAKLEY, CALIFORNIA, DOES HEREBY ORDAIN AS FOLLOWS:

SECTION 1. The recitals above are true and correct and are hereby adopted as findings as if fully set forth herein.

SECTION 2. Additional Findings.

- A. On May 9, 2023 the City Council adopted the 6th Cycle Housing Element of the General Plan for the period of 2023-2031 in compliance with State Housing Element law.
- B. On May 24, 2023 HCD certified the City of Oakley's 6th Cycle Housing Element for the period of 2023-2031 in compliance with State Housing Element law.
- C. The Object of Policy Action 3.5 of the Housing Element is to develop policies and written procedures for Reasonable Accommodation requests with respect to zoning, permit processing and building law. The action aims to accommodate the housing needs of persons with disabilities and provide a streamlined permit review process.

Adopting the proposed Zoning Text Amendments related to Reasonable Accommodations for Residential Uses would implement Policy Action 3.5 of the City of Oakley Housing Element.

- D. The federal Fair Housing Amendments Act of 1988 and California's Fair Employment and Housing Act impose an affirmative duty on local governments to make reasonable accommodation in their land use and zoning regulations and practices when such accommodation may be necessary to afford individuals with disabilities an equal opportunity to housing;
- E. The Housing Element of the jurisdiction must identify and develop a plan for removing governmental constraints to housing for individuals with disabilities including local land use and zoning constraints or providing reasonable accommodation;
- F. The Attorney General of the State of California has recommended that cities and counties implement fair housing reasonable accommodation procedures for making land use and zoning determinations concerning individuals with disabilities to further the development of housing for individuals with disabilities;
- G. A fair housing reasonable accommodation procedure for individuals with disabilities and developers of housing for individuals with disabilities to seek relief in the application of land use, zoning and building regulations, policies, practices and procedures will further the jurisdiction's compliance with federal and state fair housing laws and provide greater opportunities for the development of critically needed housing for individuals with disabilities.
- H. The City Council finds 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. There is no potential to result in either a direct physical change to the environment or a reasonably foreseeable

indirect physical change to the environment. None of the circumstances described in CEQA Guidelines Section 15300.2 applies.

SECTION 3. Section 9.1.1614 of the Oakley Municipal Code Section 9.1.1614 titled, "Reasonable Accommodations for Residential Uses" is hereby adopted in its entirety, as follows:

"9.1.1614 Reasonable Accommodations for Residential Uses

a. Purpose and Intent

1. This section establishes a process for individuals with disabilities to request reasonable accommodation in zoning and other land use regulations, as well as in city rules, policies, practices, and procedures. In accordance with the Federal Fair Housing Act of 1988 and the California Fair Employment and Housing Act, the City intends to provide reasonable accommodations to ensure equal access to housing for individuals with disabilities.
2. This article does not exempt structures approved under reasonable accommodation provisions from complying with building code requirements, including necessary permits, inspections, and fees.

b. Applicability

1. This section establishes a formal procedure for an individual with a disability seeking equal access to housing to request a Reasonable Accommodation as provided by the Federal Fair Housing Amendments Act of 1988 and California's Fair Employment and Housing Act, and to establish criteria to be used when considering these requests.
2. These accommodations apply to all zoning districts, overlay districts, local area and specific plans, and OMC Title 7, Building and Housing regulations.

c. Definitions

1. Act: The Fair Housing Amendments Act of 1988.
2. Applicant: An individual requesting reasonable accommodation under this chapter.
3. Director: The Community Development Director, or a designee of the Community Development Director or City Manager.
4. Disabled Person/Disability: An individual with a medical, physical, or mental condition limiting major life activities, as defined in California Government Code

Section 12926. The term "disabled person" does not include a person who is currently using illegal substances, unless he or she has a separate disability.

5. Fair Housing Laws: The Federal Fair Housing Act (42 U.S.C. Section 3601 et seq.) and the California Fair Employment and Housing Act (Govt. Code Section 12955 et seq.) including amendments to them.
6. Reasonable Accommodation: Flexibility or waiver of land use and zoning regulations to eliminate barriers to housing for individuals with disabilities. This may include modifications like ramps, parking adjustments, or building additions. It does not include accommodations that impose undue financial or administrative burdens on the city or fundamentally alter land use policies.

d. Requesting Reasonable Accommodation

1. A written request for Reasonable Accommodation from a land use or zoning regulation or policy shall be made on a form provided by the Planning Division by any individual with a disability, his or her representative, or a developer or provider of housing for an individual with a disability. If an individual(s) needs assistance in filing a request for Reasonable Accommodation, the city will provide assistance to ensure that the submission of the request is accessible.
2. A request for Reasonable Accommodation shall state the basis of the request including but not limited to a modification or exception to the regulations, standards and practices for the siting, development and use of housing or housing related facilities that would eliminate regulatory barriers and provide an individual with a disability equal opportunity to housing of his or her choice.
3. The Director may request additional information necessary for making a determination on the request for Reasonable Accommodation that complies with the fair housing law protections and the privacy rights of the individual with a disability to use the specified housing. If additional information is requested, the 45-day time period for making a determination on the request stops running until the additional information is provided.

e. Approval Authority – Notice – Decision

1. The Director shall issue a written determination to either grant, grant with modifications, or deny a request for Reasonable Accommodation within 45 days of the date the application is deemed complete, or within an extended period as mutually agreed upon in writing by the applicant and the Director.
2. The Director shall transmit a copy of the written findings and decision to the applicant and to all owners of properties abutting the subject property. All written decisions shall give notice of the right to appeal.

3. While a request for reasonable accommodation is pending, all laws and regulations otherwise applicable to the property that is the subject of the request shall remain in full force and effect.
- f. Findings. In making a determination regarding the Reasonable Accommodation, the Director shall make the following findings:
1. The housing which is the subject of the request for reasonable accommodation, will be used for an individual(s) with a disability protected under the Act.
 2. The request for reasonable accommodation is necessary to make specific housing available to an individual(s) with a disability protected under the Act.
 3. The requested reasonable accommodation does not impose an undue financial or administrative burden on the city.
 4. The requested accommodation will not require a fundamental alteration of the zoning and building laws, policies and/or procedures of the city
- g. Appeal
1. Only the aggrieved applicant and abutting owners who received notice of the Reasonable Accommodation determination have a right to appeal the decision following the procedures outlined in OMC Chapter 1.8.
 2. If the individual fails to request a hearing within the required time frame or does not fully provide all factual and legal reasons for the appeal as specified in Chapter 1.8, will forfeit their right to a hearing and will be unable to seek any further relief or raise any claims related to the Director's decision.
 3. All written decisions shall give notice of the applicant's right to appeal and to request reasonable accommodation in the appeals process as set forth in Chapter 1.8 OMC.
 4. If an individual(s) needs assistance in filing an appeal on an adverse decision, the city will provide assistance to ensure that the appeals process is accessible.
 5. The written decision of the community development director or their designee shall be final unless appealed.
- h. Fee. There shall be no fee imposed in connection with a request for reasonable accommodation under the provisions of this section."

SECTION 4. California Environmental Quality Act (CEQA).

This project is exempt from environmental analysis under the requirements of the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines section 15061(b)(3), because it can be seen with certainty that the proposed amendments will not have a significant effect on the environment.

SECTION 5. Effective Date and Posting.

This ordinance shall take effect and be in force thirty (30) days from and after the date of its passage. The City Clerk shall cause the ordinance to be published within fifteen (15) days after its passage in a newspaper of general circulation, or by publishing a summary of the proposed ordinance, posting a certified copy of the proposed ordinance in the City Clerk's Office at least five (5) days prior to the City Council meeting at which the ordinance is to be adopted, and within fifteen (15) days after its adoption, publishing a summary of the ordinance with the names of the Council Members voting for and against the ordinance.

PASSED AND ADOPTED by the City Council of the City of Oakley this 12th day of August 2025 by the following vote:

AYES:

NOES:

ABSTENTIONS:

ABSENT:

APPROVED:

Shannon Shaw, Mayor

ATTEST:

Kim Snodgrass, City Clerk

Date

I HEREBY CERTIFY that in accordance with Government Code Section 40806, this ordinance is a true and correct copy of a city ordinance. It has been published or posted pursuant to law.

Kim Snodgrass, CMC
City Clerk

ORDINANCE NO. 12-25

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF OAKLEY AMENDING VARIOUS OAKLEY MUNICIPAL CODE SECTIONS PURSUANT TO POLICY ACTION 3.6 (SPECIAL NEEDS HOUSING) OF THE 6TH CYCLE HOUSING ELEMENT 2023-2031 AND FINDING THE ACTION EXEMPT FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA)

WHEREAS, this is a City-initiated application requesting approval of a Rezoning (RZ 2025-02) consisting of zoning text amendments to various Oakley Municipal Code (“OMC”) sections so that the City may bring the applicable sections of the OMC into compliance with state law and in conformance with the Housing Element Actions (“Project”); and

WHEREAS, on June 3, 2025, the Planning Commission held a duly noticed public hearing to consider the proposed Rezone (RZ 2025-02), received the staff report and staff presentation, received comments from the public and interested parties, and discussed the matter. Following the public hearing, the Planning Commission adopted Planning Commission Resolution No. 7-25 recommending the City Council adopt the proposed Ordinance; and

WHEREAS, on or before June 27, 2025, the Notice of Public Hearing for the Project was duly noticed in the East Bay Times, a newspaper of general distribution, was posted at Oakley City Hall located at 3231 Main Street, outside the gym at Delta Vista Middle School located at 4901 Frank Hengel Way, outside the library at Freedom High School located at 1050 Neroly Road, and was mailed out to outside agencies and to parties requesting such notice; and

WHEREAS, on July 8, 2025 the City Council held a duly noticed public hearing to consider the proposed Ordinance, received the staff report and staff presentation, received comments from the public and interested parties, considered the recommendation of the Planning Commission and discussed the matter; and

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

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF OAKLEY, CALIFORNIA, DOES HEREBY ORDAIN AS FOLLOWS:

SECTION 1. The recitals above are true and correct and are hereby adopted as findings as if fully set forth herein.

SECTION 2. Additional Findings.

- A. On May 9, 2023 the City Council adopted the 6th Cycle Housing Element of the General Plan for the period of 2023-2031 in compliance with State Housing Element law.

- B. On May 24, 2023 HCD certified the City of Oakley's 6th Cycle Housing Element for the period of 2023-2031 in compliance with State Housing Element law.
- C. The Objective of Policy Action 3.6 of the Housing Element aims to amend the Zoning Code to ensure compliance with state law and encourage special needs housing.

Adopting the proposed Zoning Text Amendments related to Zoning Amendments for Special Needs Housing would implement Policy Action 3.6 of the City of Oakley Housing Element.

- D. The City Council finds 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. There is no potential to result in either a direct physical change to the environment or a reasonably foreseeable indirect physical change to the environment. None of the circumstances described in CEQA Guidelines Section 15300.2 applies.

SECTION 3. Additions and amendments to the OMC related to Policy Action 3.6 (Zoning Amendments for Special Needs Housing) of the City of Oakley Housing Element.

SUBSECTION 3.1. Transitional and Supportive Housing

- a) Part (b) of Section 9.1.402 of the Oakley Municipal Code titled, "Limited Agricultural District (AL)" is hereby amended through the addition of parts "9" and "10", as follows:
 - b. Permitted Uses.
 - "9. Transitional Housing
 - 10. Supportive Housing"

SUBSECTION 3.2. Low Barrier Navigation Center

- a) Part (b) of Section 9.1.202 of the Oakley Municipal Code titled, "Definitions Generally" is hereby amended through the addition of parts "105" through "107", as follows:
 - b. Words and Phrases Defined.
 - "105. "Low Barrier Navigation Center" As defined by Government Code Section 65660, which may be updated from time to time: a housing first, low-barrier, service-enriched shelter focused on moving people into

permanent housing that provides temporary living facilities while case managers connect individuals experiencing homelessness to income, public benefits, health services, shelter, and housing.

106. “Low barrier” As defined by Government Code Section 65660, which may be updated from time to time: means best practices to reduce barriers to entry, and may include, but is not limited to, the following:

- a. The presence of partners if it is not a population-specific site, such as for survivors of domestic violence or sexual assault, women, or youth.
- b. Pets.
- c. The storage of possessions.
- d. Privacy, such as partitions around beds in a dormitory setting or in larger rooms containing more than two beds, or private rooms.

107. “Use by Right” Use by right has the meaning defined in subdivision (i) of Section 65583.2. Division 13 (commencing with Section 21000) of the California Public Resources Code shall not apply to actions taken by a public agency to lease, convey, or encumber land owned by a public agency, or to facilitate the lease, conveyance, or encumbrance of land owned by a public agency, or to provide financial assistance to, or otherwise approve, a Low-Barrier Navigation Center constructed or allowed by this section.”

b) Part (b) of Section 9.1.504 of the Oakley Municipal Code titled, “Retail Business District (RB)” is hereby amended through the addition of part “60”, as follows:

b. Permitted Uses.

“60. Low Barrier Navigation Center.”

c) Part (b) of Section 9.1.506 of the Oakley Municipal Code titled, “General Commercial District (C)” is hereby amended through the addition of part “18”, as follows:

b. Permitted Uses.

“18. Low Barrier Navigation Center.”

d) Section 9.1.1242 of the Oakley Municipal Code titled, “Low Barrier Navigation Centers” is hereby adopted in its entirety, as follows:

“a. Purpose. The purpose of this chapter is to establish development standards for low-barrier navigation centers and to ensure this use is constructed and operated in a manner that is consistent with the requirements and allowances of state law, specifically Article 12 of Chapter 3 of Division 1 of Planning and Zoning Law commencing with California Government Code Section 65660.

b. Applicability. The provisions of this section shall apply to all low-barrier navigation center projects.

c. Allowed Zones. A low-barrier navigation center development is a use by-right in areas zoned for mixed-use and non-residential zones permitting multifamily uses.

d. Requirements. A Low-Barrier Navigation Center shall meet the following requirements:

i. Connected Services. It offers services to connect people to permanent housing through a services plan that identifies services staffing.

ii. Coordinated Entry System. It is linked to a coordinated entry system, so that staff in the interim facility or staff who co-locate in the facility may conduct assessments and provide services to connect people to permanent housing. “Coordinated entry system” means a centralized or coordinated assessment system developed pursuant to Section 576.400(d) or Section 578.7(a)(8), as applicable, of Title 24 of the Code of Federal Regulations, as those sections read on January 1, 2020, and any related requirements, designed to coordinate program participant intake, assessment, and referrals.

iii. Code Compliant. It complies with Chapter 6.5 (commencing with Section 8255) of Division 8 of the Welfare and Institutions Code.

iv. Homeless Management Information System. It has a system for entering information regarding client stays, client demographics, client income, and exit destination through the local Homeless Management Information System, as defined by Section 578.3 of Title 24 of the Code of Federal Regulations.

e. Application Procedure and Review.

i. Submit a Design Review Application and submit payment of appropriate fees.

ii. The City shall notify an applicant whether their application for a Low Barrier Navigation Center development is complete, pursuant to Government Code Section 65943, within 30 days of receipt of an application.

- iii. Within 60 days of receipt of a completed application for a low barrier navigation center development, the City shall act upon its review of the application. The city's failure to provide written notice within the timeframes in this subsection will not result in a deemed approval of the application."

SUBSECTION 3.3. Emergency Shelter Parking

Part (i) of Subsection 9.1.1402 of the Oakley Municipal Code titled, "Off-Street Parking" is hereby amended through the addition of part "6", as follows:

- i. Number of Required Spaces.

"6. Emergency Shelter: 1 space per employee on the largest shift or as described in Government Code Section 65583."

- a) SUBSECTION 3.4. Supportive Housing Developments

Part (b) of Section 9.1.202 of the Oakley Municipal Code titled, "Definitions Generally" is hereby amended through the addition of parts "108" and "109", as follows:

- b. Words and Phrases Defined.

"108. 100% Affordable Housing Development: A residential development project in which all dwelling units are reserved for occupancy by low-income households, as defined by the California Health and Safety Code, Section 50079.5.

109. Supportive Housing Unit: A unit within a 100% affordable housing development that is specifically designated for individuals with special needs, including but not limited to, people experiencing homelessness, individuals with disabilities, or those needing assistance with daily living."

- b) Part (b) of Section 9.1.406 of the Oakley Municipal Code titled, "Multiple Family Residential Districts (M-9; M-12; M-17)" is hereby amended through the addition of part "10", as follows:

- b. Permitted Uses.

"10. 100% Affordable Housing Developments with Supportive Housing Units"

- c) Part (b) of Section 9.1.504 of the Oakley Municipal Code titled, "Retail Business District (RB)" is hereby amended through the addition of part "61", as follows:

- b. Permitted Uses.

“61. 100% Affordable Housing Developments with Supportive Housing Units”

- d) Part (b) of Section 9.1.506 of the Oakley Municipal Code titled, “General Commercial District (C)” is hereby amended with the addition of part “19”, as follows:

b. Permitted Uses.

“19. 100% Affordable Housing Developments with Supportive Housing Units”

- e) Section 9.1.1244 of the Oakley Municipal Code titled, “Streamlined Approval for 100% Affordable Housing Developments with Supportive Housing Units” is hereby adopted in its entirety, as follows:

“a. Applicability:

- i. This Section applies to all zoning districts within the City of Oakley where multifamily or mixed-use development is permitted.
- ii. It applies to all 100% affordable housing developments that meet the requirements of Government Code Section 65651(a), which includes the provision of supportive housing units.

b. Approval Process for 100% Affordable Housing Developments with Supportive Housing Units:

- i. A 100% affordable housing development that includes supportive housing units, as defined by this Section, shall be exempt from the requirement for a Conditional Use Permit (CUP) or any other discretionary review.
- ii. To qualify for this exemption, the development must include a minimum of 25% of the total number of units as supportive housing units, or 12 units, whichever is greater.
- iii. The project must comply with all applicable zoning and building code standards, including, but not limited to, density, parking, height, and design standards.
- iv. The City shall process the application for a 100% affordable housing development as a ministerial approval, meaning it will be automatically approved upon the submission of all required documentation and compliance with applicable standards.

c. Ministerial Approval:

- i. Upon submission of a complete application for a 100% affordable housing development with supportive housing units, and verification that the project complies with all applicable zoning standards, the City shall grant ministerial approval without requiring public hearings, Planning Commission review, or City Council approval, except where required by law for other technical compliance.
 - ii. The ministerial approval process will be limited to checking for compliance with objective standards such as density, parking, setbacks, height, and other criteria specified in the zoning code. The City will not be permitted to deny the project based on subjective criteria.
- d. Affordable Housing and Supportive Housing Requirements:
 - i. The development shall include supportive housing units as part of the total project, with at least 25% of the units designated as supportive housing, or at least 12 units, whichever is greater.
 - ii. The supportive housing units must meet the definition of supportive housing under California Health and Safety Code Section 50675.14, and the developer must ensure that appropriate services are provided to the tenants in these units.
 - iii. If the project includes more than 20 units, at least 3% of the nonresidential floor area must be dedicated to onsite supportive services (including, but not limited to, community rooms, case management offices, computer rooms, and community kitchens). If the project has 20 units or fewer, at least 90 square feet must be provided for onsite services.
 - iv. The supportive housing units must include at least one bathroom and cooking facilities (stovetop, sink, and refrigerator) in each unit.
- e. Exemption from Conditional Use Permit (CUP) Requirement:
 - i. Any project that meets the criteria set forth in this Section shall be exempt from the Conditional Use Permit process. The project will be approved through the ministerial review process as described herein.
- f. Notification and Appeals:
 - i. Although no CUP is required, the applicant must provide notice of the development to property owners and residents within 500 of the project site, in accordance with the City's standard notification procedures.
 - ii. Any administrative decision or action regarding the ministerial approval of the development may be appealed following the procedures outlined in OMC Chapter 1.8 following the final decision."

SUBSECTION 3.5. Residential Care Facilities

- a) Part (b) of Section 9.1.404 of the Oakley Municipal Code titled, "Single-Family Residential Districts (R-6; R-7; R-10; R-12; R-15; R-20; R-40)" is hereby amended through the addition of part "15", as follows:

- b. Permitted Uses.

- "15. Residential Care Facilities for more than six persons pursuant to 9.1.1228."

- b) Part (c)(8) of Section 9.1.404.c of the Oakley Municipal Code titled, "Single-Family Residential Districts (R-6; R-7; R-10; R-12; R-15; R-20; R-40)" is hereby amended to read as "Repealed", as follows:

- c. Uses Requiring a Conditional Use Permit.

- "8. *Repealed*"

- c) Part (b) of Section 9.1.406 of the Oakley Municipal Code titled, "Multiple Family Residential Districts (M-9; M-12; M-17)" is hereby amended with the addition of part "11", as follows:

- b. Permitted Uses.

- "11. Residential Care Facilities for more than six persons pursuant to 9.1.1228."

- d) Part (c)(8) of Section 9.1.406 of the Oakley Municipal Code titled, "Multiple Family Residential Districts (M-9; M-12; M-17)" is hereby amended to read as "Repealed", as follows:

- c. Uses Requiring a Conditional Use Permit.

- "8. Repealed"

- e) Part (a) of Section 9.1.1228 of the Oakley Municipal Code titled, "Residential Care Facilities." is hereby amended through the addition of parts "5" and "6", as follows:

- a. The following requirements apply to residential care facilities for more than six persons as defined by this code. Residential facilities for six or fewer residents shall be treated as a residential use and subject only to the same requirements as any other permitted residential use of the same housing type that are in the same district.

- "5. The residential care facility shall meet the appropriate use classification and occupancy requirement as required by the California Building Code (CBC).

6. The residential care facility shall meet all current and local Fire Department requirements if applicable.”

SUBSECTION 3.6. Manufactured Homes

- a) Part (b) of Section 9.1.202 of the Oakley Municipal Code titled, “Definitions Generally” is hereby amended through the addition of parts “50.e” and “63”, as follows:

- b. Words and Phrases Defined.

50. Manufactured Home; Manufactured Home Park; Site. Mobile Home; Mobile Home Park; Site.

- “e. “Manufactured Home” or “Mobile Home” outside of the Mobile Home Residential District (MH) shall be affixed to a permanent foundation and subject to the City of Oakley’s Residential Design Guidelines.

63. Single Family Dwelling. “Single Family Dwelling” shall mean a detached building or part of it, designed for occupation as the residence of one (1) family. A single family dwelling must be affixed to a permanent foundation. A single family dwelling may include the following construction types:

- a. Stick built
 - b. Pre-fabricated
 - c. Manufactured
 - d. Modular”

SUBSECTION 3.7. Family Definition

- a) Part (b) of Section 9.1.202 of the Oakley Municipal Code titled, “Definitions Generally” is hereby amended through the addition of part “104”, as follows:

- c. Words and Phrases Defined.

- “104. “Family” includes any household in which one or more individuals reside, regardless of the legal or biological relationship among them, including but not limited to: traditional nuclear families, extended families, single parents with children, unmarried couples (with or without children), same-sex couples, foster families, individuals in the process of adoption, and any group of persons who live together as a single housekeeping unit.”

SECTION 4. California Environmental Quality Act (CEQA).

This project is exempt from environmental analysis under the requirements of the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines section 15061(b)(3), because it can be seen with certainty that the proposed amendments will not have a significant effect on the environment.

SECTION 5. Effective Date and Posting.

This ordinance shall take effect and be in force thirty (30) days from and after the date of its passage. The City Clerk shall cause the ordinance to be published within fifteen (15) days after its passage in a newspaper of general circulation, or by publishing a summary of the proposed ordinance, posting a certified copy of the proposed ordinance in the City Clerk's Office at least five (5) days prior to the City Council meeting at which the ordinance is to be adopted, and within fifteen (15) days after its adoption, publishing a summary of the ordinance with the names of the Council Members voting for and against the ordinance.

PASSED AND ADOPTED by the City Council of the City of Oakley this 12th day of August 2025 by the following vote:

AYES:

NOES:

ABSTENTIONS:

ABSENT:

APPROVED:

Shannon Shaw, Mayor

ATTEST:

Kim Snodgrass, City Clerk

Date

I HEREBY CERTIFY that in accordance with Government Code Section 40806, this ordinance is a true and correct copy of a city ordinance. It has been published or posted pursuant to law.

Kim Snodgrass, CMC
City Clerk

DATE: August 12, 2025
TO: Joshua McMurray, City Manager
FROM: Kevin Rohani, P.E. Public Works Director/City Engineer
SUBJECT: Adopt a Resolution accepting the Construction Project and Approving the Contract Amendment associated with Capital Improvement Project Number 311 - Fiscal Year (FY) 2024/25 Curb, Gutter, & Sidewalk Repair and Replacement Project

Approved and
Forwarded to the
City Council

Background and Analysis

The City's adopted FY 2024/25 Capital Improvement Program Budget designates funding for various infrastructure repair and replacement projects. This is consistent with the City's goals to improve the quality of the City's public infrastructure and to enhance the quality of life for our residents.

The City uses this annual project to perform the repair and replacement of damaged/ uplifted sidewalks or curb and gutter throughout the City of Oakley, to eliminate trip and fall hazards, and to provide safe sidewalks for pedestrians in the community. Tree roots are a major cause of sidewalk uplifts, and this project targeted some of the worst areas in the City where the tree roots have damaged the concrete beyond any temporary repairs.

On April 8, 2025, the City Council awarded a construction contract to Franco Engineering, Inc. for the construction of the FY 2024/25 Curb, Gutter, & Sidewalk Repair and Replacement Project in the total amount of \$126,070, which includes the \$20,000 project contingency. The total approved budget for this project was \$150,000 as part of the FY 2024/25 City CIP budget.

The construction work has been underway over the past few months and during the construction of this project, the construction team encountered a number of locations where the extent of concrete repairs was more than what was included in the project scope of work, affecting sidewalks and curb and gutter. This required an additional 1,336 Square Feet of sidewalk replacements to make the correct elevations match the grades. In order to keep the construction on schedule and minimize any inconveniences to the public, staff directed the contractor to perform the additional work. The final cost of the project was \$145,600, that includes the additional work. The successful completion of this project is a major step forward in keeping the public sidewalks in the community in good condition and helping reduce the City's exposure to liability resulting from trip and fall incidents.



Consistency with the Oakley Strategic Plan 27+

This item is consistent with the Strategic Plan 27+ Community Health and Safety goals.

Fiscal Impact

The contract with Franco Engineering, Inc. was successfully completed for the total amount of \$145,600 with two change orders totaling \$39,530. A contract amendment in the amount of \$39,530.00 will be approved with this resolution and the project will be accepted as complete under the \$150,000 total project budget. No new budget allocation is needed for this project.

Staff Recommendation

Staff recommends that the City Council Adopt the Resolution Approving the Contract Amendment in the amount of \$39,530.00 total (Including Change Order 1 and 2) and accepting CIP Project No. 311 – FY 2024/25 Curb, Gutter, & Sidewalk Repair and Reconstruction Project as constructed by Franco Engineering, Inc., to be complete, and to direct the City Clerk to file a Notice of Completion for the project with the County Recorder.

Attachments

1. Resolution
2. Notice of Completion
3. Contract Amendment



RESOLUTION NO. __-25

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OAKLEY ACCEPTING AS COMPLETE THE WORK PERFORMED BY FRANCO ENGINEERING INC. FOR THE CONSTRUCTION OF CAPITAL IMPROVEMENT PROJECT NUMBER 311 – FISCAL YEAR 2024/25 CURB, GUTTER, & SIDEWALK REPAIR AND RECONSTRUCTION PROJECT

WHEREAS, City staff, prepared plans, special provisions, and cost estimates related to CIP Project No. 311 – FY 2024/25 Curb, Gutter, & Sidewalk Repair and Reconstruction Project; and

WHEREAS, on April 8, 2025, by adopting Resolution Number 37-25 the City Council awarded a construction contract to Franco Engineering, Inc., for the construction of CIP No. 311 – FY 2024/25 Curb, Gutter, & Sidewalk Repair and Reconstruction Project; and

WHEREAS, Franco Engineering, Inc., has satisfied the contractual requirements necessary for the acceptance of CIP No. 311 to be deemed complete.

NOW, THEREFORE, BE IT RESOLVED AND ORDERED, by the City Council of the City of Oakley that CIP Project No. 311 – FY 2024/25 Curb, Gutter, & Sidewalk Repair and Reconstruction Project is hereby accepted as complete and Approving a Contract and Amendment in the total amount of \$39,530 for a total contract acceptance amount of \$145,600 for this project.

BE IT FURTHER RESOLVED AND ORDERED that the City Clerk is hereby directed to file a Notice of Completion for CIP No. 311 with the County Recorder.

PASSED AND ADOPTED by the City Council of the City of Oakley at a meeting held on the 12th of August 2025 by the following vote:

AYES:

NOES:

ABSENT:

ABSTENTIONS:

APPROVED:

Shannon Shaw, Mayor

ATTEST:

Kim Snodgrass, City Clerk

Date

PURSUANT TO GOVERNMENT
CODE §6103 NO FEE IS REQUIRED
FOR THE RECORDATION OF THIS
DOCUMENT

WHEN RECORDED MAIL TO:

City Clerk
City Of Oakley
3231 Main Street
Oakley, CA 94561

RECORDING REQUESTED BY:

City Of Oakley
3231 Main Street
Oakley, CA 94561

SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE

NOTICE OF COMPLETION

**Fiscal Year (FY) 2024/25 Curb, Gutter, & Sidewalk Repair & Replacement
Project – Capital Improvement Project Number 311**

NOTICE IS HEREBY GIVEN THAT:

The CITY OF OAKLEY, a political subdivision of the State of California, did, on April 8, 2025, enter into an agreement with Franco Engineering Inc., for the construction of Capital Improvement Program Project Number 311 – FY 2024/245 Curb, Gutter, & Sidewalk Repair & Replacement Project located on various streets located within the City of Oakley limits.

The Owner's nature of interest or estate in the property described below is in fee.

The work described in the contract documents was to furnish all material, labor, and equipment necessary to complete FY 2024/25 Curb, Gutter, & Sidewalk Repair & Replacement Project – CIP 311.

On August 12, 2025, said contract, as a whole was completed and the work was accepted by the City Council of the City of Oakley.

VERIFICATION

I have read the foregoing NOTICE OF COMPLETION and know the contents thereof; the same is true of my knowledge. I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct, and that this declaration was executed this 12th day of August 2025 at Oakley, California.

Date: _____

By: _____
Kim Snodgrass, City Clerk
City of Oakley, California

AMENDMENT NUMBER 1 TO THE AGREEMENT BETWEEN THE CITY OF OAKLEY AND FRANCO ENGINEERING, INC. FOR FY 2024/25 CURB, GUTTER AND SIDEWALK REPAIR AND RECONSTRUCTION PROJECT – CIP NO. 311

This Amendment is entered into by and between the City of Oakley, a municipal corporation (hereinafter referred to as “City”), and **Franco Engineering, Inc.**, (hereinafter referred to as “Contractor”), effective as of the **12th day of August 2025**.

RECITALS

- A. On April 8, 2025, City and Contractor executed an Agreement in the amount of \$106,570 for FY 2024/25 Curb, Gutter and Sidewalk Repairs and Reconstruction – CIP No. 311 for various locations in Oakley (hereinafter referred to as the “Agreement”); and,
- B. City and Contractor now desire that the following amendments be made to the Contractor’s services; Additional 1,336 square feet of sidewalk replacements to make the correct elevations to match the grades.
- C. City and Contractor now wish to amend the Agreement to amend the additional scope of services and include appropriate payment provisions for the additional services.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants, promises and agreements contained herein, City and Contractor mutually agree, and covenant as follows:

- 1. Except as provided herein, the terms used in this Amendment shall have the same meaning as the same terms have in the Agreement.
- 2. The Agreement is hereby amended as follows:
 - a. See Attached Change Order 1 & 2: Additional 1,336 square feet of sidewalk replacements.
 - b. Section 1.05 - Contract Amount and Payments; is amended as follows: An additional \$39,530, for a new not to exceed contract amount of \$145,600, which is under the project budget amount of \$150,000.
- 3. Except as provided herein, all other terms and provisions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the City of Oakley, a municipal corporation, has authorized the execution of this Amendment in duplicate by its City Manager and attestation by its City Clerk as authorized by the City’s Purchasing Ordinance and the parties have caused this Amendment to be executed in duplicate.

CITY

City of Oakley, a municipal corporation

By: _____
Joshua McMurray, City Manager

ATTEST:

Kim Snodgrass, City Clerk

CONTRACTOR

Franco Engineering, Inc., a
California Corporation

By: _____
Signature

By: _____
Name, Title

APPROVED AS TO FORM:

Derek P. Cole, City Attorney



City of Oakley Public Works Department Contract Change Order

Date: 06/02/25

Change Order No: 1	Project Name: FY 2024/25 Curb, Gutter, & Sidewalk Replacement Project	
Contractor: Franco Engineering, Inc.	Project No: CIP 311	Account #:
Contract Date: 04/08/25	Sheet 1 of 2	PO #:
Description of Work You are hereby directed to make the here-in changes from the plans and specifications or to do the following described work not included in the plans and specifications of this contract. Description of work to be done, estimate of quantities, and prices to be paid. Segregated between additional works at contract price, agreed price and force account. Unless otherwise stated, rates for rental of equipment cover only such time as equipment is actually used and no allowance will be made for idle time. All work shall conform to the project specifications and contract plans dated February 18, 2025. This Change Order is agreed by both the City of Oakley and the Contractor, is for all labor and material required to perform this work and no other compensation will be allowed. Change Order: Additional replacement of sidewalks on Laurel Road and O'Hara Avenue per scope of work letter from contractor dated May 30, 2025 Total cost of this change order is: <u>\$17,000</u> Note: This change order is not effective until approved by the City of Oakley. Contract time will be increased by <u>0</u> working day(s).		
Original Contract Amount = \$ <u>106,070</u>		
Previous Change Orders = \$ <u>0.00</u>	This Change Order = \$ <u>17,000</u>	
Total Contract Prior to this CO = <u>\$106,070</u>	Revised Contract Amount = \$ <u>123,070</u>	

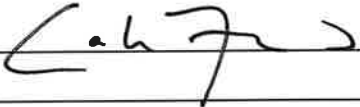
Change Order No 1: FY 2024/25 Curb, Gutter, & Sidewalk Replacement Project

Recommended:  Date: 6-2-2025
Justin Erickson, Public Works Inspector

Approved:  Date: 6-2-25
Kevin Rohani, City Engineer

We, the undersigned contractor, have given careful consideration to the changes proposed and hereby agree, if this proposal is approved, that we will provide all equipment, furnish all materials, except as may be otherwise noted above, and perform all services necessary for the work above specifies, and will accept as full payment therefore the prices shown above.

Accepted Date: 6/11/25

Contractor: 

If the Contractor does not sign acceptance of this order, his attention is directed to the requirements of the specifications as to proceeding with the ordered work and filing a written protest within a time therein specified.

Give one copy each to: ¹ FILE ² CONTRACTOR ³ FINANCE (include the purchase order budget adjt.)

**FRANCO ENGINEERING, INC
8657 WATERWELL WAY
TRACY, CA 95304
PH: 209-831-0713
CA. LIC. #1098681, A**

May 30, 2025

City of Oakley
3231 Main St.
Oakley, CA 94561
Rohani@ci.oakley.ca.us

Attention: Mr. Kevin Rohani

Reference: CIP 311 – FY24/25 Curb, Gutter, and Sidewalk Repair – PCO No. 1

Mr. Rohani:

As requested, our cost proposal for the additional scope is as follows:

1. SE corner of Laurel Rd & Main St - R&R approximately 180 SF of sidewalk and 15 LF of C&G. R&R 2 EA traffic signal pull boxes. Traffic Control for arterial street. **\$10,000 lump sum**
2. SW corner of O'Hara Ave & Cypress Rd - R&R approximately 240 SF of sidewalk. Traffic Control for arterial street. **\$7,000 lump sum.**

Please provide the City's approval and a contract change order accordingly.

Respectfully,
FRANCO ENGINEERING, INC

Carlos Franco

Carlos Franco
President



City of Oakley Public Works Department
Contract Change Order

Date: 07/2/25

Change Order No: 2	Project Name: FY 2024/25 Curb, Gutter, & Sidewalk Replacement Project	
Contractor: Franco Engineering, Inc.	Project No: CIP 311	Account #:
Contract Date: 04/08/25	Sheet 1 of 2	PO #:
Description of Work You are hereby directed to make the here-in changes from the plans and specifications or to do the following described work not included in the plans and specifications of this contract. Description of work to be done, estimate of quantities, and prices to be paid. Segregated between additional works at contract price, agreed price and force account. Unless otherwise stated, rates for rental of equipment cover only such time as equipment is actually used and no allowance will be made for idle time. All work shall conform to the project specifications and contract plans dated February 18, 2025. This Change Order is agreed by both the City of Oakley and the Contractor, is for all labor and material required to perform this work and no other compensation will be allowed. Change Order: Additional 916 SF of sidewalk and deduction of 5 LF of curb and gutter at cost of \$22,530 Total cost of this change order is: <u>\$22,530</u> Note: This change order is not effective until approved by the City of Oakley. Contract time will be increased by <u>0</u> working day(s).		
Original Contract Amount = \$ <u>106,070</u>		
Previous Change Orders = \$ <u>17,000</u>	This Change Order = \$ <u>22,530</u>	
Total Contract Prior to this CO = <u>\$123,070</u>	Revised Contract Amount = \$ <u>145,600</u>	

Change Order No 2: FY 2024/25 Curb, Gutter, & Sidewalk Replacement Project

Recommended: 
Justin Erickson, Public Works Inspector

Date: 7-15-2025

Approved: 
Kevin Rohani, City Engineer

Date: 7-2-25

We, the undersigned contractor, have given careful consideration to the changes proposed and hereby agree, if this proposal is approved, that we will provide all equipment, furnish all materials, except as may be otherwise noted above, and perform all services necessary for the work above specifies, and will accept as full payment therefore the prices shown above.

Accepted Date: 7/15/25

Contractor: 

If the Contractor does not sign acceptance of this order, his attention is directed to the requirements of the specifications as to proceeding with the ordered work and filing a written protest within a time therein specified.

Give one copy each to: ¹ FILE ² CONTRACTOR ³ FINANCE (include the purchase order budget adjt.)

DATE: August 12, 2025
TO: Joshua McMurray, City Manager
FROM: Kevin Rohani, Public Works Director/City Engineer
SUBJECT: Adopt two Resolutions Approving a Subdivision Improvement Agreement and Final Map for Burroughs Subdivision 9557 located at the northeast corner of East Cypress Road and Knightsen Avenue

Approved and
Forwarded to the
City Council

Background and Analysis

On December 10, 2019, the City of Oakley entered into a Cooperative Agreement with WestGate Services, Inc. for the entitlement and preparation for sale of the Burroughs property.

On January 14, 2021, Westgate Ventures filed an application requesting approval of a Rezone (RZ 01-21) and Vesting Tentative Map (TM 01-21) to rezone the property from the A-3 (Heavy Agriculture) District to the Planned Development (P-1) District and to subdivide the approximately 43.24-acre project site into 208 single-family residential lots with associated site improvements and amenities. The project is located at the northeast corner of East Cypress Road and Knightsen Avenue (APNs: 032-081-026 and 032-081-025).

On May 25, 2021, the City Council opened the public hearing at which it received a report from City Staff, oral and written testimony from the public, and deliberated on the project. At the conclusion of its deliberations, the City Council took a vote and adopted this resolution to approve the project, as revised by the City Council during its deliberations.

On May 25, 2021, by Resolution 58-21, the City Council approved the Subdivision 9557 Vesting Tentative Map (TM 01-21) subdividing 43.24 acres into 208 residential lots and other improvements at the project site.

KB Home North Bay, LLC. is now the current Developer for this project and requesting approval for the City Council to execute the Subdivision Improvement Agreement and Final Map for Subdivision 9557 Burroughs Property.

Consistency with the Oakley Strategic Plan 27+

This item is consistent with the Strategic Plan 27+ Community Health and Safety goals to build healthy neighborhoods, community resources, and safe streets.



Fiscal Impact

There is no fiscal impact associated with this action as all the work is being performed by the Developer.

Staff Recommendation

Staff recommend that the City Council adopt the Resolutions authorizing the City Manager to execute the Subdivision Improvement Agreement and approve the Final Map for Subdivision 9557 Burroughs Property.

Attachments

Attachment 1. Vicinity Map

Attachment 2. Resolution Approving the Final Map titled Subdivision 9557 Burroughs Property

Attachment 3. Resolution Approving the Subdivision Improvement Agreement

Attachment 4. Subdivision Improvement Agreement (SIA)

Exhibit A – Resolution 58-21

Exhibit B – Prevailing Wage

Exhibit C – Insurance Requirements

Exhibit D – Verification of Required Insurance

Attachment 5. Subdivision 9557 Burroughs Final Ma





RESOLUTION NO. XX-25

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OAKLEY APPROVING THE FINAL MAP OF SUBDIVISION 9557 BURROUGHS SUBDIVISION

WHEREAS, On December 10, 2019, the City of Oakley entered into a Cooperative Agreement with WestGate Services, Inc. for the entitlement and preparation for sale of the Burroughs property; and

WHEREAS, On January 14, 2021, Westgate Ventures filed an application requesting approval of a Rezone (RZ 01-21) and Vesting Tentative Map (TM 01-21) to rezone the property from the A-3 (Heavy Agriculture) District to the Planned Development (P-1) District and to subdivide the approximately 43.24-acre project site into 208 single-family residential lots with associated site improvements and amenities. The project is located at the northeast corner of East. Cypress Road and Knightsen Avenue (APNs: 032-081-026 and 032-081-025); and

WHEREAS, On May 25, 2021, the City Council opened the public hearing at which it received a report from City Staff, oral and written testimony from the public, and deliberated on the project. At the conclusion of its deliberations, the City Council took a vote and adopted this resolution to approve the projects, as revised by the City Council during its deliberations; and

WHEREAS, On May 25, 2021, by Resolution 58-21, the City Council approved the Subdivision 9557 Vesting Tentative Map (TM 01-21) subdividing 43.24 acres into 208 residential lots and other improvements at the project site; and

WHEREAS, the City Engineer has determined that the conditions of approval for the project have been satisfied; and

WHEREAS, the City Surveyor has determined that the final map attached hereon as Exhibit A is technically correct.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Oakley that the final map labeled "Subdivision 9557", as prepared by Carlson, Barbee, & Gibson, Inc. be approved.

PASSED AND ADOPTED by the City Council of the City of Oakley, California, this 12th day of August 2025 by the following vote:

AYES:

NOES:

ABSTENTIONS:

ABSENT:

APPROVED:

Shannon Shaw, Mayor

ATTEST:

Kim Snodgrass, City Clerk

Date

RESOLUTION NO. XX-25

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OAKLEY APPROVING
THE SUBDIVISION IMPROVEMENT AGREEMENT WITH KB HOME NORTH BAY,
LLC FOR SUBDIVISION 9557 BURROUGHS PROPERTY AND AUTHORIZING THE
CITY MANAGER TO SIGN THE AGREEMENT**

WHEREAS, the City Council of the City of Oakley, California, wishes to enter into a Subdivision Improvement Agreement with KB Home North Bay, LLC for the development of a residential subdivision known as Subdivision 9557 Burroughs Property; and

WHEREAS, this agreement will require the developer to complete \$887,000 for Grading, \$4,459,000 for Public Improvements, and \$1,897,000 for Landscape Improvements, in accordance with the project conditions of approval and City standard construction design.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Oakley that the Subdivision Improvement Agreement with KB Home North Bay, LLC is hereby approved and the City Manager is hereby authorized to execute the Subdivision Improvement Agreement for the development of Subdivision 9557 Burroughs Property in the form attached hereto as Exhibit A is made part of this resolution.

PASSED AND ADOPTED by the City Council of the City of Oakley this 12th day of August 2025 by the following vote:

AYES:

NOES:

ABSENT:

ABSTENTIONS:

APPROVED:

ATTEST:

Shannon Shaw, Mayor

Kim Snodgrass, City Clerk

Date

**CITY OF OAKLEY
SUBDIVISION IMPROVEMENT AGREEMENT
SUBDIVISION 9557**

This Subdivision Improvement Agreement (this “Agreement” is dated as of August 12, 2025 and evidences the agreement between (i) the City of Oakley, a municipal corporation and general law city of the State of California (the “City”) and (ii) and KB Home North Bay, LLC (the "Developer" or “Subdivider”), (collectively “Parties”) to improve and dedicate those public improvements imposed by Resolution No. 58-21.

RECITALS

WHEREAS, on May 25, 2021 the City Council of the City of Oakley, California, adopted Resolution Number 58-21 authorizing Subdivision 9557 in accordance with: the requirements of the Subdivision Map Act of the State of California; and Oakley Municipal Code Section 6.3.100, *et. seq.*; those certain plans and specifications for said development approved by City and titled (i) Subdivision 9557 – Burroughs Property Rough Grading Plans and (ii) Subdivision 9557 – Burroughs Property Improvement Plans are now on file in the office of the City Engineer; and those conditions set forth in the Conditions of Approval (“COA”) (the “Improvements”); and

WHEREAS, Subdivider has applied to City for final parcel map approval without having completed all the Improvements; nor having met Conditions of Approval (“COA”) and therefore will enter into an agreement with the City providing for the future construction and installation of the improvements, as required by the Subdivision Map Act, Government Code Section 66410 *et seq.*, and Oakley Municipal Code section, 6.3.100, *et. seq.*; and

WHEREAS, Developer intends to satisfactorily complete the Improvements within the time hereinafter specified, and City intends to accept Developer's offer(s) of dedication of the Improvements in consideration for Developer's satisfactory performance of the terms and conditions of this Agreement; and

WHEREAS, the satisfaction of all COAs, including the following specific COAs are the subject of this Agreement: Offsite and Drainage Public Improvements. Developer’s agreement to satisfy all COAs, and construct the Improvements identified in the aforementioned COAs is a material part of the consideration for this Agreement; and

WHEREAS, City has adopted standards for the construction and installation of improvements within City. The Improvement Plans have been prepared in conformance with City standards in effect on the date of approval of the Resolution No. 58-21;

WHEREAS, Subdivider recognizes that by approving the final map for Subdivisionm9557, City has conferred substantial rights upon Developer, including the right to sell, lease, or finance lots within the Subdivision, and has taken the final act necessary to subdivide the property within the Subdivision. As a result, City will be damaged to the extent of the cost of installation of the improvements by Subdivider’s failure to perform its obligations under this Agreement, including, but not limited to, Subdivider's obligation to commence construction of the improvements by the time established in this Agreement. City shall be

entitled to all remedies available to it pursuant to this Agreement and law in the event of a default by Subdivider. It is specifically recognized that the determination of whether a reversion to acreage or rescission of the Subdivision constitutes an adequate remedy for default by the Subdivider shall be within the sole discretion of City.

NOW, THEREFORE, in consideration of the mutual promises, conditions and covenants herein contained, the parties agree as follows:

1. Purpose. The purpose of this Agreement is to guarantee completion of certain improvements in accordance with the Improvement Plans and ensure satisfactory performance by Subdivider of Subdivider's obligations to satisfy the Conditions of Approval.

2. Improvements. Developer agrees to install the road improvements (both public and private), sewer and drainage improvements, signs, street lights, fire hydrants, landscaping, and such other improvements (including appurtenant equipment) as required as conditions of approval of Tentative Map 01-21 as set forth in Exhibit A to this Agreement, which is incorporated herein as if set forth at this point, or as otherwise required in the subdivision ordinance., including without limitation all Improvements identified in the following unsatisfied COA's: Offsite and Drainage Public Improvements. In the event that any provision of this Agreement conflicts with the provisions of Exhibit A the provisions of Exhibit A shall prevail to the extent that the conflicting provision in Exhibit A requires a greater or more extensive improvement or expenditure, or to the extent that that provision extends Developer's obligations over a greater period of time than the specific provision set forth herein. Such improvements shall also be made in conformance with the Oakley Municipal Code and Contra Costa County Ordinance Code, as adopted and enforced by the City.

Developer will commence construction of the Improvements within thirty (30) days following the date of execution this Agreement. Developer shall complete said work not later than 12 months following said date of execution in a good workmanlike manner, in accordance with accepted construction practices and in a manner equal or superior to the requirements of the City of Oakley Municipal Code and Contra Costa County Ordinance Code and rulings made thereunder; and where there is a conflict between the improvement plans and the City Municipal Code or County Ordinance Code, the stricter requirements shall govern. The City relies on certain laws, ordinances and design standards of the County of Contra Costa and such references herein to the County Code or County Ordinance Code are understood to refer to such ordinances and codes as if adopted by the City of Oakley.

3. Estimated Cost of Improvements and Possible Future Cash Deposit. The estimated cost of constructing the Improvements required by this Agreement as adjusted for inflation is agreed to be \$4,459,000 for Public Improvements, \$887,000 for Grading and \$1,897,000 for Public Landscaping. Said amounts include costs and reasonable expenses and fees which may be incurred in enforcing the obligation secured.

4. Bonds Furnished. Concurrently with the execution of this Agreement, Developer shall furnish City with the following security in the forms specified in Government Code sections 66499.1 and 66499.2 or in a form satisfactory to the City Attorney if different from such

Government Code forms:

A. Faithful Performance. Either a cash deposit, a corporate surety bond issued by a company duly and legally licensed to conduct a general surety business in the State of California, or an instrument of credit equivalent to one hundred percent (100%) of the estimate set forth in Paragraph 2 and sufficient to assure City that The Improvements will be satisfactorily completed. A minimum of one percent (1%) of the security shall be a cash deposit.

B. Labor and Materials. Either a cash deposit, a corporate surety bond issued by a company duly and legally licensed to conduct a general surety business in the State of California, or an instrument of credit equivalent to fifty percent (50%) of the estimate set forth in Paragraph 2 and sufficient to assure City that Developer's contractors, subcontractors, and other persons furnishing labor, materials, or equipment shall be paid therefor.

C. Cash Deposit. If required by City, a cash deposit, corporate surety bond, or instrument of credit sufficient to assure City that the surface water drainage of the subdivision shall not interfere with the use of neighboring property, including public streets and highways.

City shall be the sole indemnitee named on any instrument required by this Agreement. Any instrument or deposit required herein shall conform with the provisions of Chapter 5 of the Subdivision Map Act. Developer may request that portions or all of the bonds may be substituted by other parties in the event that portions or all of the Subdivision is sold to other parties, and such substitution shall not be unreasonably withheld by City.

5. Prevailing Wage. City has determined that construction of the Improvements falls within the definition of "public works" set forth in California Labor Code Section 1720. Subject to any amendments to Labor Code Section 1720 et seq., Developer shall comply with Labor Code Section 1720 et seq., shall comply with the provisions set forth in Exhibit B and shall ensure that any contractors and subcontractors comply with the provisions of Exhibit B. Developer shall waive, indemnify, hold harmless and defend City concerning any liability arising out of Labor Code Section 1720, et seq.

6. Work Performance and Guarantee. Except as otherwise expressly provided in this Agreement, and excepting only items of routine maintenance, ordinary wear and tear and unusual abuse or neglect, Developer guarantees all work executed by Developer and/or Developer's agents, and all supplies, materials and devices of whatsoever nature incorporated in, or attached to the work, or otherwise delivered to City as a part of the work pursuant to the Agreement, to be free of all defects of workmanship and materials for a period of one (1) year after initial acceptance of the entire work by City. Developer shall repair or replace any or all such work or material, together with all or any other work or materials which may be displaced or damaged in so doing, that may prove defective in workmanship or material within said one-year guarantee period without expense or charge of any nature whatsoever to City. Developer further covenants and agrees that when defects in design, workmanship and materials actually

appear during the one-year guarantee period, and have been corrected, the guarantee period shall automatically be extended for an additional year to insure that such defects have actually been corrected.

In the event the Developer shall fail to comply with the conditions of the foregoing guarantee within thirty (30) days' time, after being notified of the defect in writing, City shall have the right, but shall not be obligated, to repair or obtain the repair of the defect, and Developer shall pay to City on demand all costs and expense of such repair. Notwithstanding anything herein to the contrary, in the event that any defect in workmanship or material covered by the foregoing guarantee results in a condition which constitutes an immediate hazard to the public health, safety, or welfare, City shall have the right to immediately repair, or cause to be repaired, such defect, and Developer shall pay to City on demand all costs and expense of such repair. The foregoing statement relating to hazards to health and safety shall be deemed to include either temporary or permanent repairs which may be required as determined in the sole discretion and judgment of City.

If City, at its sole option, makes or causes to be made the necessary repairs or replacements or performs the necessary work, Developer shall pay, in addition to actual costs and expenses of such repair or work, fifty percent (50%) of such costs and expenses for overhead and interest at the maximum rate of interest permitted by law accruing thirty (30) days from the date of billing for such work or repairs.

7. Duty to Maintain Improvements. City shall not be responsible or liable for the maintenance or care of the Improvements until City formally approves and accepts them in accordance with its policies and procedures. City shall exercise no control over the Improvements until approved and accepted. Any use by any person of the Improvements, or any portion thereof, shall be at the sole and exclusive risk of the Developer at all times prior to City's acceptance of the Improvements. Developer shall maintain all the Improvements in a state of good repair until they are completed by Developer and approved and accepted by City. Maintenance shall include, but shall not be limited to, repair of pavement, curbs, gutters, sidewalks, signals, parkways, water mains, and sewers; maintaining all landscaping in a vigorous and thriving condition reasonably acceptable to City; removal of debris from sewers and storm drains; and sweeping, repairing, and maintaining in good and safe condition all streets and street improvements.

It shall be Developer's responsibility to initiate all maintenance work, but if it shall fail to do so, it shall promptly perform such maintenance work when notified to do so by City. If Developer fails to properly prosecute its construction standard and maintenance obligations in Section 6 and 7, City may do all work necessary for such maintenance and the cost thereof shall be the responsibility of Developer and its surety under this Agreement if necessary. Until final acceptance of the Improvements, Subdivider shall give good and adequate warning to the public of each and every dangerous condition existent in said improvements, and will take all reasonable actions to protect the public from such dangerous condition. City shall not be responsible or liable for any damages or injury of any nature in any way related to or caused by the Improvements or their condition prior to acceptance. Notwithstanding the above, Developer shall make available for public use any streets, curbs, gutters, sidewalks or walkways,

streetlights, street furniture, storm drain improvements, fire hydrants, and any other facilities intended for general public use, which are installed, altered or affected by the Work, as soon as they can be safely placed in service.

8. Insurance Required. Concurrently with the execution hereof, Developer shall obtain or cause to be obtained and filed with the City, all insurance required in this paragraph and as set forth in Exhibit C, and such insurance shall have been approved by the Finance Director of City, or his designee, as to form, amount and carrier. Prior to the commencement of work under this Agreement, Developer's general contractor shall obtain or cause to be obtained and filed with the Finance Director, all insurance required under this paragraph and as set forth in Exhibit C, evidenced herein as Exhibit D, and such insurance shall have been approved by the Finance Director of City, as to form, amount and carrier. Developer shall not allow any contractor or subcontractor to commence work on this contract or subcontract until all insurance required for Developer and Developer's general contractor shall have been so obtained and approved. Said insurance shall be maintained in full force and effect until the completion of work under this Agreement and the final acceptance thereof by City. All requirements herein provided shall appear either in the body of the insurance policies or as endorsements and shall specifically bind the insurance carrier.

9. Inspection of the Work. All of the Work shall be performed to the satisfaction of the City Engineer in his or her reasonable discretion. The City and its authorized agents shall, at all times during the performance of the Work, have free access to the Work and shall be allowed to examine the Work and all materials used and to be used in the Work. Any Work performed without inspection is subject to rejection by City. All Work shall be performed during the City's normal working hours and work days. If an inspector is available, Developer shall pay the actual costs for overtime work as provided in Section 10 below. If an inspector is not available, no Work shall be performed.

10. Indemnity. City or any officer or employee thereof shall not be liable for any injury to persons or property occasioned by reason of the acts or omissions of Subdivider, its agents or employees in the performance of this Agreement. Subdivider further agrees to protect, indemnify, and hold harmless City, its officials and employees from any and all claims, demands, causes of action, liability or loss of any sort, because of, or arising out of, acts or omissions of Subdivider, its agents or employees in the performance of this Agreement, including all claims, demands, causes of action, liability, or loss because of, or arising out of, in whole or part, the design or construction or both of the improvements. This indemnification and agreement to hold harmless shall extend to injuries to persons and damages or taking of property resulting from the design or construction or both of said Subdivision, and the public improvements as provided herein, and in addition, injuries to adjacent property owners as a consequence of the diversion of waters from the design or construction or both of public drainage systems, streets and other public improvements. Acceptance by City of the improvements shall not constitute an assumption by the City of any responsibility for any damage or taking covered by this paragraph. City shall not be responsible for the design or construction of the Subdivision or the improvements pursuant to the approved improvement plans or map, regardless of any negligent action or inaction taken by City in approving the plans or maps, unless the particular improvement design was specifically required by City over written

objection by Subdivider submitted to the City Engineer before approval of the particular improvement design, which objection indicated that the particular improvement design was dangerous or defective and suggested an alternative safe and feasible design. Provisions of this paragraph shall remain in full force and effect for 10 years following the final acceptance by the City of the improvements. It is the intent of this section that Subdivider shall be responsible for all liability for design and construction of the improvements installed or work done pursuant to this Agreement and that the City shall not be liable for any negligence, nonfeasance, misfeasance or malfeasance in approving, reviewing, checking, or correcting any plans or specifications or in approving, reviewing or inspecting any work or construction. The improvement security shall not be required to cover the provisions of this paragraph. The requirements as to the types and limits to be maintained by Subdivider, and any approval of such insurance by City, are not intended to and will not in any manner limit or qualify the liabilities and obligations otherwise assumed by Subdivider pursuant to this Agreement, including, without limitation, to the provisions concerning indemnification.

11. Abandonment of Work; Notice. If Developer refuses or fails to obtain prosecution of the work, or any severable part thereof, with such diligence as will insure its completion within the time specified, or any extension thereof, or fails to obtain completion of said work within such time, or if Developer should be adjudged as bankrupt, or should make a general assignment for the benefit of Developer's creditors, or if a receiver should be appointed, or if Developer, or any of Developer's contractors, subcontractors, agents or employees should violate any of the provisions of this Agreement, the City through its Public Works Director may serve written notice on Developer and Developer's surety or holder of other security of breach of this Agreement, or of any portion, thereof, and default of Developer.

In the event of any such notice of breach of this Agreement, Developer's surety shall have the duty to take over and complete the Improvements herein specified; provided, however, that if the surety, within thirty (30) days after the serving upon it of such notice of breach, does not give City written notice of its intention to take over the performance of the contract, and does not commence performance thereof within thirty (30) days after notice to City of such election, City may take over the work and prosecute the same to completion, by contract or by any other method City may deem advisable. At the expense of Developer and Developer's surety shall be liable to City for any damages and/or reasonable and documented excess costs occasioned by City thereby; and, in such event, City, without liability for so doing, may take possession of, and utilize in completing the work, such materials, appliances, plant and other property belonging to Developer as may be on the site of the work and necessary therefor.

All notices herein required shall be in writing, and delivered in person or sent by registered mail, postage prepaid.

Notices required to be given to City shall be addressed as follows:

Attn: City Manager and City Engineer
City of Oakley
3231 Main Street
Oakley, CA 94561

Notices required to be given to Developer shall be addressed as follows:

Attn: Matt Sauls
KB Home North Bay
4830 Business Center Drive, Suite 150
Fairfield, CA 94534

Notices required to be given to the Surety of Developer shall be addressed as follows:

Attn: My Hua
Marsh USA LLC
17901 Von Karman Ave., Suite 1100
Irvine, CA 92614

Any party or the surety may change such address by notice in writing to the other party and thereafter notices shall be addressed and transmitted to the new address.

Concurrently with the execution of this Agreement, Developer has executed and has caused to be acknowledged an abstract of this Agreement. Developer agrees that City may record this abstract in the Official Records of Contra Costa County.

12. Inspection of the Work. All of the Work shall be performed to the satisfaction of the City Engineer in his or her reasonable discretion. The City and its authorized agents shall, at all times during the performance of the Work, have free access to the Work and shall be allowed to examine the Work and all materials used and to be used in the Work. Any Work performed without inspection is subject to rejection by City. All Work shall be performed during the City's normal working hours and work days. If an inspector is available, Developer shall pay the actual costs for overtime work as provided in Section 10 below. If an inspector is not available, no Work shall be performed.

13. Liability.

A. Developer Primarily Liable. Developer hereby warrants that the design and construction of The Improvements will not adversely affect any portion of adjacent properties and that all work will be performed in a proper manner. Developer agrees to indemnify, defend, release, and hold harmless City, and each of its elective and appointive boards, commissions, officers agents and employees, from and against any and all loss, claims, suits, liabilities, actions, damages, or causes of action of every kind, nature and description, directly or indirectly arising from an act or omission of Developer, its employees, agents, or independent contractors in connection with Developer's actions and obligations hereunder; provided as follows:

1. That City does not, and shall not, waive any rights against Developer which it may have by reason of the aforesaid hold harmless

agreement, because of the acceptance by City, or the deposit with City by Developer, of any of the insurance policies described in Paragraph 4 hereof.

2. That the aforesaid hold harmless agreement by Developer shall apply to all damages and claims for damages of every kind suffered, or alleged to have been suffered, by reason of any of the aforesaid operations referred to in this paragraph, regardless of whether or not City has prepared, supplied, or approved of plans and/or specifications for the subdivision, or regardless of whether or not such insurance policies shall have been determined to be applicable to any of such damages or claims for damages.

B. Design Defect. If, in the opinion of the City, a design defect in the work of improvement becomes apparent during the course of construction, or within one (1) year following acceptance by the City of the improvements, and said design defect, in the opinion of the City, may substantially impair the public health and safety, Developer shall, upon order by the City, correct said design defect at his sole cost and expense, and the sureties under the Faithful Performance and Labor and Materials Bonds shall be liable to the City for the corrective work required.

C. Litigation Expenses. In the event that legal action is instituted by either party to this Agreement, and said action seeks damages for breach of this Agreement or seeks to specifically enforce the terms of this Agreement, and, in the event, judgment is entered in said action, the prevailing party shall be entitled to recover its attorneys' fees and court costs. If City is the prevailing party, City shall also be entitled to recover its attorney's fees and costs in any action against Developer's surety on the bonds provided under paragraph.

D. Patent and Copyright Costs. In the event that said plans and specifications require the use of any material, process or publication which is subject to a duly registered patent or copyright, Developer shall be liable for, and shall indemnify City from any fees, costs or litigation expenses, including attorneys' fees and court costs, which may result from the use of said patented or copyrighted material, process or publication.

14. Acceptance of Improvements. Subdivider warrants that it has an interest in the real property that comprises the subject Final Map. Upon acceptance of the work on behalf of City and recordation of the Notice of Completion, ownership of the improvements constructed pursuant to this Agreement shall vest in City. Acceptance of the work on behalf of City shall be made by the City Council upon recommendation of the City Engineer after final completion of improvements. The City Council shall act upon the Engineer's recommendation within 30 days from the date the City Engineer notifies the City Council that the work has been finally completed, as provided in Section 11. Such acceptance shall

not constitute a waiver of defects by City.

15. Agents. Neither Subdivider nor any of Subdivider's agents, employees, contractors or subcontractors are or shall be considered to be agents of City in connection with the performance of Subdivider's obligations under this Agreement.

16. Assignment. This Agreement shall not be assigned by Developer without the written consent of City. Assignment of Agreement shall not impact the effectiveness of this Agreement of subsequent owners

17. Time is of the essence in this Agreement. Upon completion, Developer shall furnish City with a complete and reproducible set of final as-built plans of the Improvements, including any authorized modifications.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in duplicate at Oakley, California, the day and year first above written.

CITY OF OAKLEY

By: _____
Joshua McMurray, City Manager

DEVELOPER

By: _____
Matt Sauls, Division President

APPROVED AS TO FORM:

By: _____
Derek P. Cole, City Attorney

ATTEST:

Kim Snodgrass, City Clerk

Exhibits:

Exhibit A. City of Oakley, City Council, Resolution 58-21
Exhibit B. Prevailing Wage
Exhibit C. Insurance Requirements
Exhibit D. Verification of Required Insurance

A Notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Contra Costa

On _____, before me, _____, Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her their signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY
under the laws of the State of California that
the foregoing paragraph is true and correct.
Witness my hand and official seal.

Signature _____
Signature of Notary Public

EXHIBIT A
(RESOLUTION 58-21)

EXHIBIT B

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

The Developer will ensure that any contract issued by the Developer or any privities of the Developer concerning the Improvements includes and requires the parties to such contract to comply with, all applicable provisions contained in this Exhibit A and any other applicable requirements contained in California Labor Code Section 1720 and following.

HOURS OF WORK:

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

WAGES:

- A. In accordance with California Labor Code Section 1773.2, the City has determined the general prevailing wages in the locality in which the Improvements are to be constructed for each craft or type of work needed to be as published by the State of California Department of Industrial Relations, Division of Labor Statistics and Research, a copy of which is on file in the City Engineer's office and shall be made available on request. The Developer, and contractors and subcontractors engaged in the construction of the Improvements shall pay no less than these rates to all persons engaged in construction of the Improvements.
- B. In accordance with Labor Code Section 1775, the Developer and any contractors

and subcontractors engaged in construction of the Improvements shall comply with Labor Code Section 1775 which establishes a penalty of up to \$50 per day for each worker engaged in the construction of the Improvements who the Developer or any contractor or subcontractor pays less than the specified prevailing wage. The amount of such penalty shall be determined by the Labor Commissioner and shall be based on consideration of the mistake, inadvertence, or neglect of the Developer, contractor or subcontractor in failing to pay the correct rate of prevailing wages, or the previous record of the Developer, contractor or subcontractor in meeting applicable prevailing wage obligations, or the willful failure by the Developer, contractor or subcontractor to pay the correct rates of prevailing wages. A mistake, inadvertence, or neglect in failing to pay the correct rate of prevailing wages is not excusable if the Developer, contractor or subcontractor had knowledge of their obligations under the California Labor Code. The Developer, contractor or subcontractor shall pay the difference between the prevailing wage rates and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the prevailing wage rate. If a subcontractor worker engaged in construction of the Improvements is not paid the general prevailing per diem wages by the subcontractor, subject to applicable law, the prime contractor is not liable for any penalties therefore unless the prime contractor had knowledge of that failure or unless the prime contractor fails to comply with all of the following requirements:

1. Any agreement executed between the Developer and a contractor or a contractor and a subcontractor for the construction of part of the Improvements shall include a copy of the provisions of California Labor Code Sections 1771, 1775, 1776, 1777.5, 1813, and 1815.
 2. The contractor shall monitor payment of the specified general prevailing rate of per diem wages by the subcontractor by periodic review of any subcontractor's certified payroll records.
 3. Upon becoming aware of a subcontractor's failure to pay the specified prevailing rate of wages, the contractor shall diligently take corrective action to halt or rectify the failure, including, but not limited to, retaining sufficient funds due the subcontractor for construction of the Improvements.
 4. Prior to making final payment to the subcontractor, the contractor shall obtain an affidavit signed under penalty of perjury from the subcontractor that the subcontractor has paid the specified general prevailing rate of per diem wages employees engaged in the construction of the Improvements and any amounts due pursuant to California Labor Code Section 1813.
- C. In accordance with California Labor Code Section 1776, the Developer and each contractor and subcontractor engaged in construction of the Improvements, shall keep accurate payroll records showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and

the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed in construction of the Improvements. Each payroll record shall contain or be verified by a written declaration that it is made under penalty of perjury, stating both of the following:

1. The information contained in the payroll record is true and correct.
2. The employer has complied with the requirements of Sections 1771, 1811, and 1815 for any services performed by the employer's employees on the public works project.

The payroll records required pursuant to California Labor Code Section 1776 shall be certified and shall be available for inspection by the City and its authorized representatives, the Division of Labor Standards Enforcement, the Division of Apprenticeship Standards of the Department of Industrial Relations and shall otherwise be available for inspection in accordance with California Labor Code Section 1776.

- D. In accordance with California Labor Code Section 1777.5, the prime contractor, on behalf of the Developer and any contractors or subcontractors engaged in construction of the Improvements, shall be responsible for ensuring compliance with California Labor Code Section 1777.5 governing employment and payment of apprentices on public works contracts.
- E. In case it becomes necessary for the Developer or any contractor or subcontractor engaged in construction of the Improvements to employ on the construction of the Improvements any person in a trade or occupation (except executive, supervisory, administrative, clerical, or other non manual workers as such) for which no minimum wage rate has been determined by the Director of the Department of Industrial Relations, the Developer, contractor or subcontractor shall pay the minimum rate of wages specified therein for the classification which most nearly corresponds to services to be performed by that person. The minimum rate thus furnished shall be applicable as a minimum for such trade or occupation from the time of the initial employment of the person affected and during the continuance of such employment.

EXHIBIT C

INSURANCE REQUIREMENTS

MINIMUM SCOPE AND LIMITS OF INSURANCE

Coverage shall be at least as broad as:

1. **Commercial General Liability** (CGL) Insurance Services Office Form CG 00 01 covering CGL on an “occurrence” basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than **\$5,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit (i.e., \$10,000,000).
2. **Automobile Liability** Insurance Services Office Form Number CA 0001 covering Code 1 (any auto), with limits no less than **\$5,000,000** per accident for bodily injury and property damage.
3. **Workers’ Compensation** Insurance as required by the State of California, with Statutory Limits, and Employers’ Liability insurance with a limit of no less than \$1,000,000 per accident for bodily injury or disease.
4. **Builder’s Risk** (Course of Construction) insurance utilizing an “All Risk” (Special Perils) coverage form, with limits equal to the completed value of the project and no coinsurance penalty provisions.
5. **Surety Bonds** as described below.
6. **Professional Liability** (if Design/Build), with limits no less than \$1,000,000 per occurrence or claim, and \$2,000,000 policy aggregate.
7. **Contractors’ Pollution Legal Liability** and/or Asbestos Legal Liability and/or Errors and Omissions (if project involves environmental hazards) with limits no less than \$1,000,000 per occurrence or claim, and \$2,000,000 policy aggregate.

If the contractor maintains higher limits than the minimums shown above, the City requires and shall be entitled to coverage for the higher limits maintained by the contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

The Contractor shall procure and maintain for the duration of the contract, and if Contractor has a claims-made policy, Contractor shall maintain for two years thereafter, insurance against claims for injuries to persons or damages to property which may arise from or in

connection with the performance of the work hereunder by the Contractor, its agents, representatives, employees or subcontractors.

Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by the City. At the option of the City, either: the contractor shall cause the insurer to reduce or eliminate such deductibles or self-insured retentions as respects the City, its officers, officials, employees, and volunteers; or the Contractor shall provide a financial guarantee satisfactory to the City guaranteeing payment of losses and related investigations, claim administration, and defense expenses.

Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions:

1. **The City, its officers, officials, employees, and volunteers are to be covered as additional insureds** on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations and automobiles owned, leased, hired, or borrowed by or on behalf of the Contractor. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10 10 01 and CG 20 37 10 01 forms if later revisions used).
2. For any claims related to this project, the **Contractor's insurance coverage shall be primary** insurance as respects the City, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, or volunteers shall be in excess of the Contractor's insurance and shall not contribute with it.
3. Each insurance policy required by this clause shall provide notice will be provided to City in the event that the policy is terminated. Contractor shall immediately notify City of any insurance cancellation or termination and shall provide replacement insurance policy documentation to the City.

Builder's Risk (Course of Construction) Insurance

Contractor may submit evidence of Builder's Risk insurance in the form of Course of Construction coverage. Such coverage shall **name the City as a loss payee** as their interest may appear.

If the project does not involve new or major reconstruction, at the option of the City, an Installation Floater may be acceptable. For such projects, a Property Installation Floater shall be obtained that provides for the improvement, remodel, modification, alteration, conversion or adjustment to existing buildings, structures, processes, machinery and

equipment. The Property Installation Floater shall provide property damage coverage for any building, structure, machinery or equipment damaged, impaired, broken, or destroyed during the performance of the Work, including during transit, installation, and testing at the City's site.

Claims Made Policies

If any coverage required is written on a claims-made coverage form:

1. The retroactive date must be shown, and this date must be before the execution date of the contract or the beginning of contract work.
2. Insurance must be maintained, and evidence of insurance must be provided for at least five (5) years after completion of contract work.
3. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the contract effective, or start of work date, the Contractor must purchase extended reporting period coverage for a minimum of five (5) years after completion of contract work.
4. A copy of the claims reporting requirements must be submitted to the City for review.
5. If the services involve lead-based paint or asbestos identification/remediation, the Contractors Pollution Liability policy shall not contain lead-based paint or asbestos exclusions. If the services involve mold identification/remediation, the Contractors Pollution Liability policy shall not contain a mold exclusion, and the definition of Pollution shall include microbial matter, including mold.

Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best rating of no less than A:VII, unless otherwise acceptable to the City.

Waiver of Subrogation

Contractor hereby agrees to waive rights of subrogation which any insurer of Contractor may acquire from Contractor by virtue of the payment of any loss. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation. **Worker's Compensation policies shall be endorsed with a waiver of subrogation** in favor of the City for all work performed by the Contractor, its employees, agents and subcontractors.

Verification of Coverage

Contractor shall furnish the City with original certificates and amendatory endorsements, or copies of the applicable insurance language, effecting coverage required by this contract. All certificates and endorsements are to be received and approved by the City before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements, required by these specifications, at any time.

Subcontractors

Contractor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that City is an additional insured on insurance required from subcontractors. For CGL coverage subcontractors shall provide coverage with a format least as broad as CG 20 10 10 01 and CG 20 37 10 01.

Surety Bonds

Contractor shall provide the following Surety Bonds:

1. Bid bond
2. Performance bond
3. Payment bond
4. Maintenance bond

The Payment Bond and the Performance Bond shall be in a sum equal to the contract price. If the Performance Bond provides for a one-year warranty a separate Maintenance Bond is not necessary. If the warranty period specified in the contract is for longer than one year a Maintenance Bond equal to 10% of the contract price is required. Bonds shall be duly executed by a responsible corporate surety, authorized to issue such bonds in the State of California and secured through an authorized agent with an office in California.

Special Risks or Circumstances

City reserves right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other circumstances.

EXHIBIT D
VERIFICATION OF INSURANCE

SUBDIVISION 9557

CONSISTING OF 13 SHEETS
BEING A SUBDIVISION OF THE PARCEL OF LAND DESCRIBED
IN THE GRANT DEEDS RECORDED AS DOCUMENT NOS. 2024-0072206, AND
2024-0072209, CONTRA COSTA COUNTY RECORDS
CITY OF OAKLEY, CONTRA COSTA COUNTY, CALIFORNIA

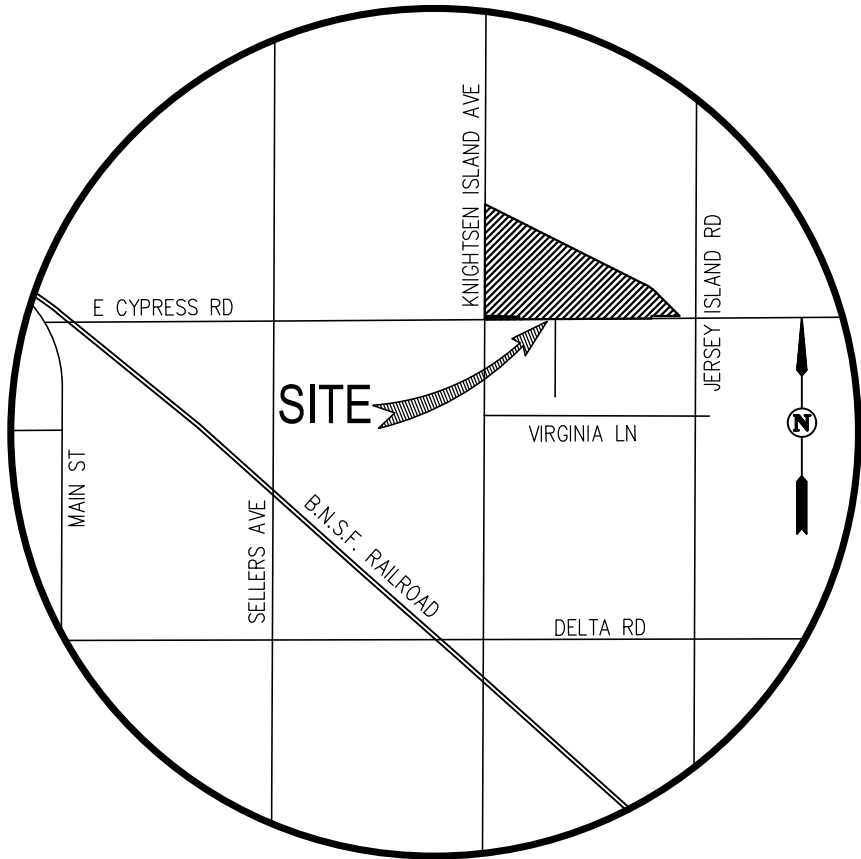


CIVIL ENGINEERS

SAN RAMON ▪ (925) 866-0322
ROSEVILLE ▪ (916) 788-4456
WWW.CBANDG.COM

▪ SURVEYORS ▪ PLANNERS

APRIL 2025



VICINITY MAP

NOT TO SCALE

OWNER'S STATEMENT

THE UNDERSIGNED, BEING A PARTY HAVING A RECORD TITLE INTEREST IN THE LANDS DELINEATED AND EMBRACED WITHIN THE HEAVY BLACK LINES UPON THIS MAP, DOES HEREBY CONSENT TO THE PREPARATION AND RECORDATION OF THE SAME.

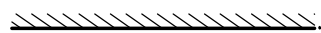
THE REAL PROPERTY BELOW IS DEDICATED IN FEE FOR PUBLIC STREET PURPOSES:

- 1) THE AREA DESIGNATED AS RIVER EDGE COURT, SAND COVE COURT, RIVERBANK COURT, TRADEWIND LANE, PELICAN COVE DRIVE, DAY SAILER AVENUE, SHORELINE DRIVE, RIVERBANK ROAD, SCHOONER WAY, TIDEPOOL WAY, ESTUARY LANE, AND CYPRESS ROAD.

THE AREAS DESIGNATED AS PARCEL A AND PARCEL B ARE HEREBY DEDICATED TO THE CITY OF OAKLEY IN FEE OR ITS DESIGNEE FOR PUBLIC USE.

THE REAL PROPERTY DESCRIBED BELOW IS DEDICATED AS AN EASEMENT FOR PUBLIC PURPOSES:

- 1) THE AREAS DESIGNATED AS "PUBLIC UTILITY EASEMENT" (PUE) FOR USE OF STORM DRAIN, SANITARY SEWER, UNDERGROUND ELECTRIC, GAS, CABLE TELEVISION, AND TELEPHONE FACILITIES AND APPURTENANCES THERETO, INCLUDING CONSTRUCTION, ACCESS, AND MAINTENANCE OF SAID FACILITIES AND APPURTENANCES.
- 2) THE AREA DEDICATED AS "EMERGENCY VEHICLE ACCESS EASEMENT" (EVAE) FOR THE INGRESS AND EGRESS OF EMERGENCY VEHICLES.

THE UNDERSIGNED FURTHER RELINQUISHES TO THE CITY OF OAKLEY ALL ABUTTER'S RIGHTS OF ACCESS ALONG THE PROPERTY LINES IN THOSE DEPICTED HEREON BY THE SYMBOL .

THE MAP SHOWS ALL THE EASEMENTS ON THE PREMISES, OR OF RECORD WITHIN THE BOUNDARY LINES OF THE HEREIN EMBODIED MAP AS SHOWN ON THE PRELIMINARY TITLE REPORT TITLE ORDER NUMBER 0192-7169738 DATED AUGUST 28, 2024 PREPARED BY FIRST AMERICAN TITLE COMPANY.

KB HOME NORTH BAY LLC., A DELAWARE LIMITED LIABILITY COMPANY

BY: _____

NAME (PRINT): _____

TITLE: _____

DATE: _____

OWNER'S ACKNOWLEDGMENT

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

STATE OF _____ } SS.
COUNTY OF _____ }

ON _____, BEFORE ME, _____, A NOTARY PUBLIC, PERSONALLY APPEARED _____, WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/SHE/THEY EXECUTED THE SAME IN HIS/HER/THEIR AUTHORIZED CAPACITY(IES), AND THAT BY HIS/HER/THEIR SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S), OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.

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

WITNESS MY HAND AND OFFICIAL SEAL:

SIGNATURE: _____

NAME (PRINT): _____

PRINCIPAL COUNTY OF BUSINESS: _____

MY COMMISSION NUMBER: _____

MY COMMISSION EXPIRES: _____

CLERK OF THE BOARD OF SUPERVISORS' STATEMENT

I HEREBY STATE, AS CHECKED BELOW, THAT:

[] A TAX BOND ASSURING PAYMENT OF ALL TAXES WHICH ARE NOW A LIEN, BUT ARE NOT YET PAYABLE, HAS BEEN RECEIVED AND FILED WITH THE BOARD OF SUPERVISORS OF CONTRA COSTA COUNTY, STATE OF CALIFORNIA.

[] ALL TAXES DUE HAVE BEEN PAID, AS CERTIFIED BY THE COUNTY REDEMPTION OFFICER.

DATED: _____

MONICA NINO
COUNTY ADMINISTRATOR
COUNTY OF CONTRA COSTA
STATE OF CALIFORNIA

BY: _____
DEPUTY CLERK

COUNTY RECORDER'S STATEMENT

FILED THE _____ DAY OF _____, 2025, IN BOOK _____ OF MAPS, AT PAGE _____, IN THE OFFICE OF THE COUNTY RECORDER OF CONTRA COSTA COUNTY, STATE OF CALIFORNIA, AT THE REQUEST OF FIRST AMERICAN TITLE INSURANCE COMPANY.

KRISTIN B. CONNELLY
COUNTY RECORDER
COUNTY OF CONTRA COSTA
STATE OF CALIFORNIA

BY: _____
DEPUTY COUNTY RECORDER

SUBDIVISION 9557

CONSISTING OF 13 SHEETS
BEING A SUBDIVISION OF THE PARCEL OF LAND DESCRIBED
IN THE GRANT DEEDS RECORDED AS DOCUMENT NOS. 2024-0072206, AND
2024-0072209, CONTRA COSTA COUNTY RECORDS
CITY OF OAKLEY, CONTRA COSTA COUNTY, CALIFORNIA



CIVIL ENGINEERS

SAN RAMON (925) 866-0322
ROSEVILLE (916) 788-4456
WWW.CBANDG.COM

SURVEYORS PLANNERS
APRIL 2025

SURVEYOR'S STATEMENT

THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED UPON A FIELD SURVEY IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCE AT THE REQUEST OF KB HOME NORTH BAY LLC., A DELAWARE LIMITED LIABILITY COMPANY IN SEPTEMBER OF 2024. I HEREBY STATE THAT ALL THE MONUMENTS ARE OF THE CHARACTER AND OCCUPY THE POSITIONS INDICATED OR THAT THEY WILL BE SET IN THOSE POSITIONS BEFORE DECEMBER 31, 2027, AND THAT THE MONUMENTS ARE, OR WILL BE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED, AND THAT THIS FINAL MAP SUBSTANTIALLY CONFORMS TO THE CONDITIONALLY APPROVED TENTATIVE MAP.

DATE



MARK H. WEHBER, P.L.S.
L.S. NO. 7960

CITY SURVEYOR'S STATEMENT

I, TRACY L. GIORGETTI, CITY SURVEYOR OF THE CITY OF OAKLEY, DO HEREBY STATE THAT I HAVE EXAMINED THIS MAP ENTITLED "SUBDIVISION 9557" AND AM SATISFIED THAT SAID MAP IS TECHNICALLY CORRECT.

TRACY L. GIORGETTI
CITY SURVEYOR, CITY OF OAKLEY,
CONTRA COSTA COUNTY, STATE OF CALIFORNIA
LS NO. 8720

DATE



SIGNATURE OMISSIONS

PARTIES LISTED BELOW, OWNERS OF EASEMENTS PER DOCUMENTS NOTED BELOW HAVE BEEN OMITTED UNDER PROVISIONS OF SECTION 66436(a)(3)(A)(i) OF THE SUBDIVISION MAP ACT, THEIR INTEREST IS SUCH THAT IT CANNOT RIPEN INTO FEE TITLE AND SAID SIGNATURES ARE NOT REQUIRED BY THE GOVERNING BODY:

- PACIFIC GAS AND ELECTRIC COMPANY, AN EASEMENT FOR PIPELINE AND INCIDENTAL PURPOSES RECORDED MARCH 3, 1988 AS INSTRUMENTAL NO. 98-43282 OF OFFICIAL RECORDS.
- OAKLEY – BETHEL ISLAND WASTE WATER MANAGEMENT AUTHORITY, AN EASEMENT FOR SANITARY SEWER AND INCIDENTAL PURPOSES, RECORDED OCTOBER 9, 1979 AS BOOK 9566, PAGE 315 OF OFFICIAL RECORDS.
- DIABLO WATER DISTRICT, AN EASEMENT FOR WATER UTILITIES MATERIALS AND EQUIPMENT, RECORDED MAY 1, 2006 AS INSTRUMENT NO. 2006-0135341 OF OFFICIAL RECORDS.
- AN UNDIVIDED 16/33 INTEREST IN ALL OIL, GAS, MINERALS, AND HYDROCARBONS AS RESERVED IN THE DEED FROM ERNEST C. BURROUGHS AND MARY LOO BURROUGHS RECORDED MAY 21, 1984, BOOK 11798, PAGE 982, SUBJECT TO THE INTEREST DESCRIBED IN THE MINERAL POOLING AGREEMENT RECORDED APRIL 27, 1964, BOOK 4604, PAGE 338. THE INTEREST IN AND TO THE SURFACE OF THE LAND AND TO A DEPTH OF 500 FEET THEREUNDER HAS BEEN RELINQUISHED BY GRANT DEED (SURFACE RIGHTS) RECORDED OCTOBER 31, 2003 AS INSTRUMENT NO. 2003-540677 OF OFFICIAL RECORDS.
- RIGHTS GRANTED IN THE DEED TO ERNEST C. AND MARY LOO BURROUGHS, TRUSTEES OF THE BURROUGHS REVOCABLE TRUST, UNDER AGREEMENT DATED NOVEMBER 16, 1982 RECORDED AUGUST 22, 2003 AS INSTRUMENT NO. 2003-418732 OF OFFICIAL RECORDS AS FOLLOWS: THE INTEREST IN AND TO THE SURFACE OF THE LAND AND TO A DEPTH OF 500 FEET THEREUNDER HAS BEEN RELINQUISHED BY GRANT DEED (SURFACE RIGHTS) RECORDED OCTOBER 31, 2003 AS INSTRUMENT NO. 2003-540677 OF OFFICIAL RECORDS.
- MINERAL RIGHTS AS DESCRIBED AND GRANTED IN THE GRANT DEED EXECUTED BY ERNEST C. BURROUGHS, ET AL, TO ERNEST C. BURROUGHS, ET AL RECORDED OCTOBER 31, 2003 AS INSTRUMENT NO. 2003-0540678 OFFICIAL RECORDS.

CERTIFICATE OF DEDICATION FOR SAME PUBLIC PURPOSE

SUBDIVIDER: KB HOME NORTH BAY LLC.
ADDRESS: 4830 BUSINESS CENTER DRIVE, SUITE 150, FAIRFIELD, CA 94534

THE SUBDIVIDER HAS DEDICATED HEREON CERTAIN PUBLIC RIGHTS OF WAY FOR RIVER EDGE COURT, SAND COVE COURT, RIVERBANK COURT, TRADEWIND LANE, PELICAN COVE DRIVE, DAY SAILER AVENUE, SHORELINE DRIVE, RIVERBANK ROAD, SCHOONER WAY, TIDEPOOL WAY, ESTUARY LANE, AND CYPRESS ROAD. THE CITY OF OAKLEY SHALL RECONVEY THE PROPERTY TO THE SUBDIVIDER, OR ITS SUCCESSORS IN INTEREST IF THE CITY OF OAKLEY SUBSEQUENTLY MAKES A DETERMINATION PURSUANT TO THE PROVISIONS OF SECTION 66477.5 OF THE SUBDIVISION MAP ACT THAT THE SAME PUBLIC PURPOSE FOR WHICH THE PROPERTY WAS DEDICATED DOES NOT EXIST, OR THE PROPERTY OR ANY PORTION THEREOF IS NOT NEEDED FOR PUBLIC UTILITIES, EXCEPT FOR ALL OR ANY PORTION OF THE PROPERTY THAT IS REQUIRED FOR THAT SAME PUBLIC PURPOSE OR FOR PUBLIC UTILITIES.

CITY ENGINEER'S STATEMENT

I, KOUROSH ROHANI, CITY ENGINEER OF THE CITY OF OAKLEY, DO HEREBY STATE THAT I HAVE EXAMINED THIS MAP ENTITLED "SUBDIVISION 9557"; THAT SAID SUBDIVISION AS SHOWN IS IN SUBSTANTIAL CONFORMANCE WITH THE TENTATIVE MAP APPROVED BY THE CITY OF OAKLEY CITY COUNCIL ON MAY 25 2021, AND ANY SUBSEQUENT MODIFICATIONS THEREOF; AND THAT ALL PROVISIONS OF STATE LAW AND LOCAL ORDINANCES WHICH GOVERNED THE FILING OF SUBDIVISION MAPS AT THE TIME SAID TENTATIVE MAP WAS APPROVED HAVE BEEN COMPLIED WITH.

KOUROSH ROHANI
CITY ENGINEER, CITY OF OAKLEY,
CONTRA COSTA COUNTY, STATE OF CALIFORNIA
R.C.E. NO. 51138

DATE:



SOILS REPORT

A SOILS REPORT ON WAS PREPARED BY STEVENS, FERRONE & BAILEY, DATED AUGUST 30, 2024, SFB PROJECT NO. 104-165, SIGNED BY TAIMING CHEN AND KENNETH C. FERRONE, AND HAS BEEN FILED AT THE OFFICE OF THE CITY ENGINEER.

CITY CLERK'S STATEMENT

I, KIM SNODGRASS, CITY CLERK AND CLERK OF THE COUNCIL OF THE CITY OF OAKLEY, DO HEREBY CERTIFY THAT THE HEREIN EMBODIED FINAL MAP ENTITLED, "SUBDIVISION 9557", CONSISTING OF THIRTEEN (13) SHEETS, THIS STATEMENT BEING ON SHEET TWO (2) THEREOF, WAS PRESENTED TO THE CITY COUNCIL, AS PROVIDED BY LAW, AT A REGULAR MEETING THEREOF HELD ON THE DAY OF 20, AND THAT SAID COUNCIL DID THEREUPON, BY RESOLUTION NUMBER , PASSED AND ADOPTED AT SAID MEETING, APPROVE SAID MAP, AND DO ACCEPT SUBJECT TO IMPROVEMENT ANY PARCEL, DRIVES, COURTS, WAYS, STREETS, AND ROADS OR EASEMENTS SHOWN THEREON AS DEDICATED AS PUBLIC USE.

I FURTHER CERTIFY THAT ALL AGREEMENTS AND SURETY AS REQUIRED BY LAW TO ACCOMPANY THE WITHIN MAP HAVE BEEN APPROVED BY THE COUNCIL OF THE CITY OF OAKLEY AND ARE ON FILE IN MY OFFICE.

THE CITY OF OAKLEY DOES HEREBY PERMANENTLY REJECT AND PURSUANT TO SECTION 66434(G) OF THE SUBDIVISION MAP ACT, ABANDON IN ITS ENTIRETY THE FOLLOWING: ALL OF THAT IRREVOCABLE OFFER OF DEDICATION FOR ROADWAY PURPOSES, RECORDED DECEMBER 13, 2022 AS INSTRUMENT NO. 2022-0183719.

IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND THIS DAY OF , 20.

KIM SNODGRASS
CITY CLERK AND CLERK OF THE COUNCIL OF THE
CITY OF OAKLEY, CONTRA COSTA COUNTY,
STATE OF CALIFORNIA

CITY COUNCIL STATEMENT

I, KOUROSH ROHANI, PUBLIC WORKS DIRECTOR OF THE CITY OF OAKLEY, HEREBY STATE THAT THE CITY COUNCIL OF THE CITY OF OAKLEY HAS APPROVED THE TENTATIVE MAP FOR "SUBDIVISION 9557" DATED APRIL 12, 2021, WHICH INCLUDES THIS SUBDIVISION, UPON WHICH THIS FINAL MAP IS BASED.

KOUROSH ROHANI
PUBLIC WORKS DIRECTOR
CITY OF OAKLEY, CONTRA COSTA COUNTY
STATE OF CALIFORNIA

DATE:

SUBDIVISION 9557

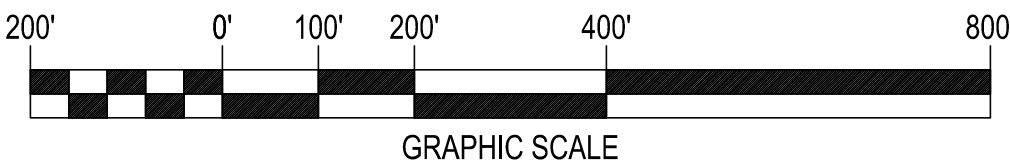
CONSISTING OF 13 SHEETS
BEING A SUBDIVISION OF THE PARCEL OF LAND DESCRIBED
IN THE GRANT DEEDS RECORDED AS DOCUMENT NOS. 2024-0072206, AND
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SAN RAMON (925) 866-0322
ROSEVILLE (916) 788-4456
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CIVIL ENGINEERS SURVEYORS PLANNERS

SCALE: 1" = 200' APRIL 2025



BASIS OF BEARINGS:

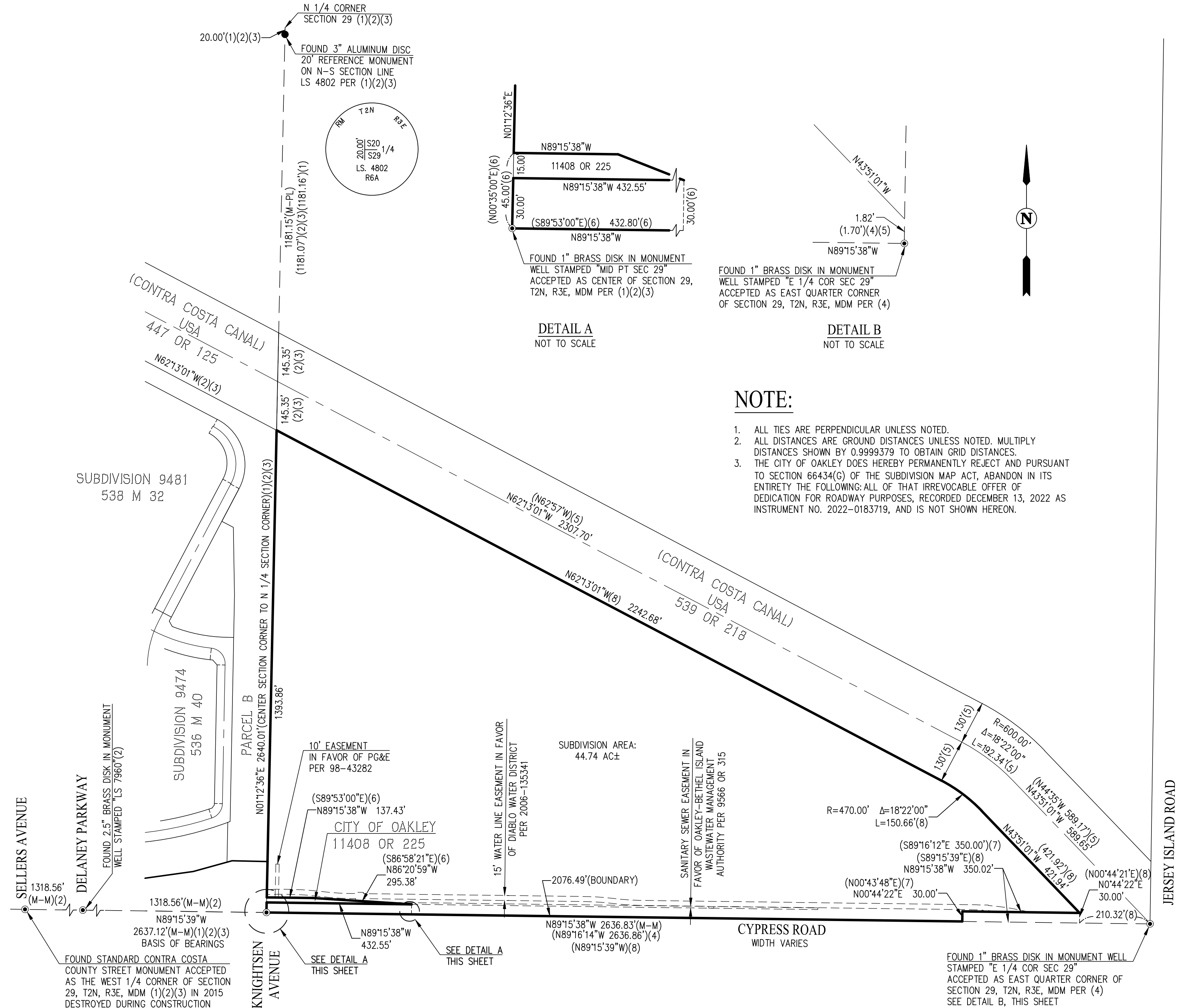
THE BASIS OF BEARINGS FOR THIS SURVEY IS DETERMINED BY FOUND MONUMENTS SHOWN HEREON, THE BEARING BEING N89°15'39"W BETWEEN TWO MONUMENTS ON THE CENTER LINE OF CYPRESS ROAD PER (120 PM 16), CONTRA COSTA COUNTY RECORDS, CALIFORNIA COORDINATE SYSTEM, ZONE 3 (NAD 27).

LEGEND

	SUBDIVISION BOUNDARY LINE
	RIGHT OF WAY LINE
	LOT LINE
	EASEMENT LINE
	CENTERLINE
	TIE LINE
	ABUTTERS RIGHTS RELINQUISHED
(T)	TOTAL
(R)	RADIAL
(M-M)	MONUMENT TO MONUMENT
(M-PL)	MONUMENT TO PROPERTY LINE
●	FOUND STANDARD STREET MONUMENT, AS NOTED
●	FOUND IRON PIPE OR REBAR AS NOTED
⊙	SET STANDARD STREET MONUMENT, LS 7960
EVAE	EMERGENCY VEHICLE ACCESS EASEMENT
PUE	PUBLIC UTILITY EASEMENT

REFERENCES:

- (#) INDICATES REFERENCE NUMBER
(1) PARCEL MAP (120 PM 16)
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(3) SUBDIVISION 9033 (529 M 45)
(4) RECORD OF SURVEY RS 4099 (159 LSM 47)
(5) DEED (539 OR 218)
(6) DEED (11408 OR 225)
(7) DEED (94-148383)(GRID)
(8) DEED (2018-131688)
(9) DEED (2024-0072206)
(10) DEED (2024-0072209)



SUBDIVISION 9481
538 M 32

SUBDIVISION 9474, 536 M 40

PARCEL B

PARCEL A



LEGEND

	SUBDIVISION BOUNDARY LINE
	RIGHT OF WAY LINE
	LOT LINE
	EASEMENT LINE
	CENTERLINE
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	SHEET LIMITS
(5)	SHEET NUMBER

SUBDIVISION 9557

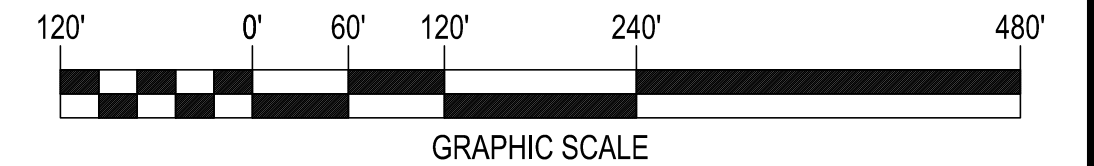
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SCALE: 1" = 120' APRIL 2025

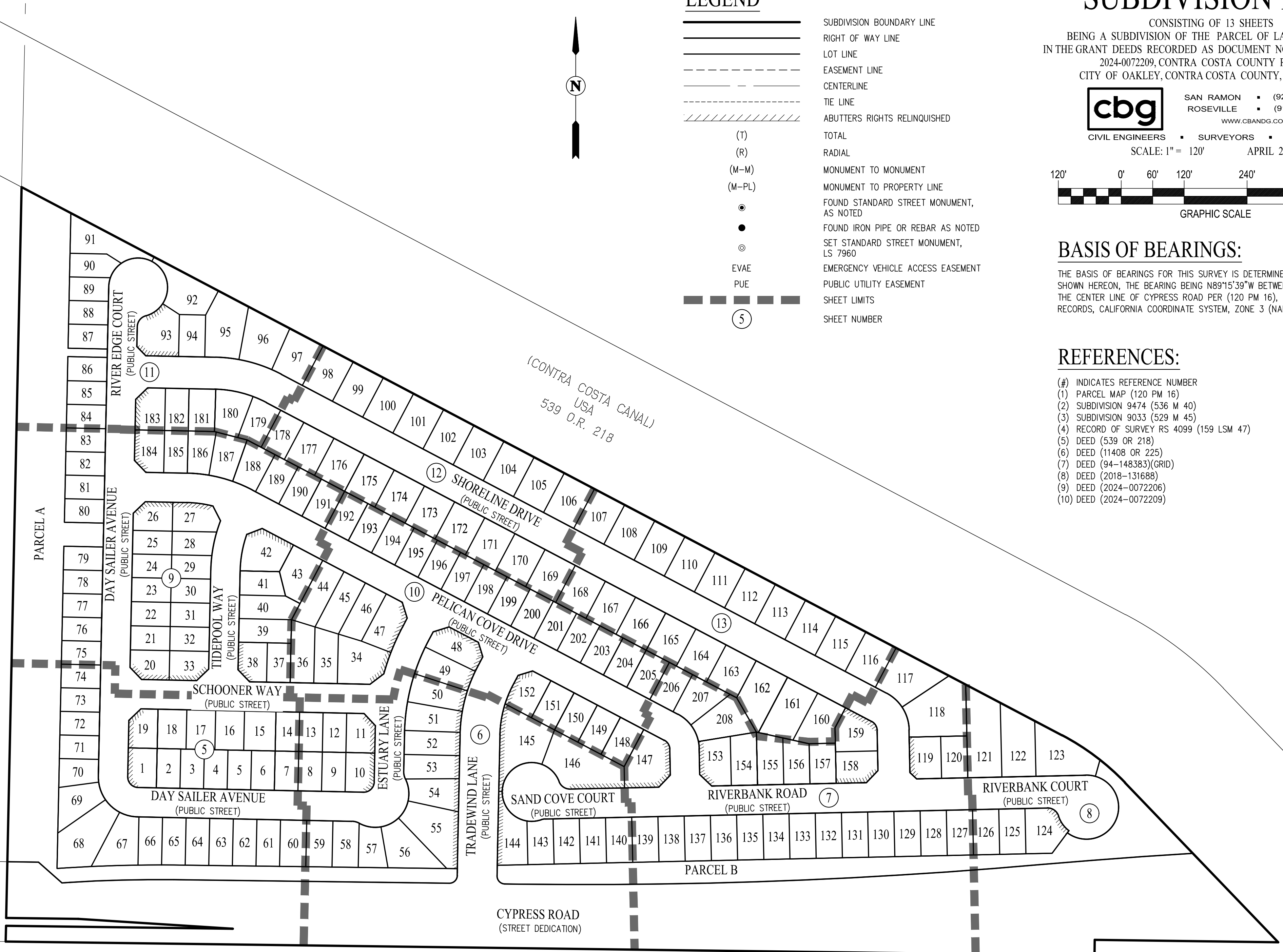


BASIS OF BEARINGS:

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CIVIL ENGINEERS SURVEYORS PLANNERS

SCALE: 1" = 40' APRIL 2025



GRAPHIC SCALE

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LEGEND

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	RIGHT OF WAY LINE
	LOT LINE
	EASEMENT LINE
	CENTERLINE
	TIE LINE
	ABUTTERS RIGHTS RELINQUISHED
(T)	TOTAL
(R)	RADIAL
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NOTE:

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LINE TABLE		
NO	BEARING	LENGTH
L1	N86°19'04"E	14.96'
L2	N86°19'04"E	22.60'
L3	N01°12'36"E	30.00'
L4	N46°12'36"E	31.70'

CURVE TABLE			
NO	RADIUS	DELTA	LENGTH
C1	20.00'	90°00'00"	31.42'
C2	2604.00'	0°31'31"	23.88'
C3	2604.00'	0°59'26"	45.02'
C4	2604.00'	0°56'12"	42.56'
C5	76.00'	8°45'00"	11.61'
C6	76.00'	27°22'30"	36.31'
C7	76.00'	27°22'30"	36.31'
C8	76.00'	26°30'00"	35.15'

SUBDIVISION 9557

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CIVIL ENGINEERS SURVEYORS PLANNERS

SCALE: 1" = 40' APRIL 2025



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LEGEND

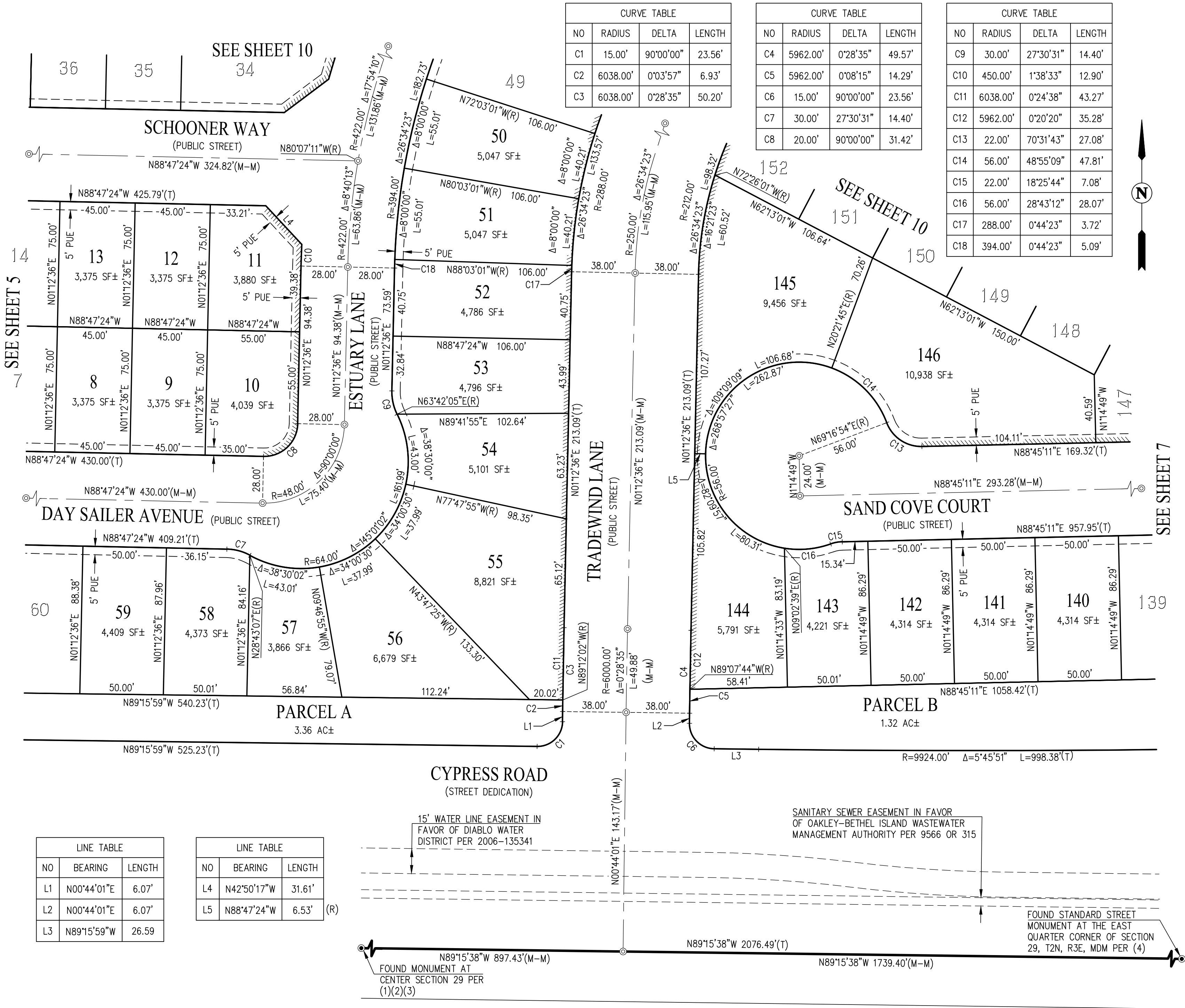
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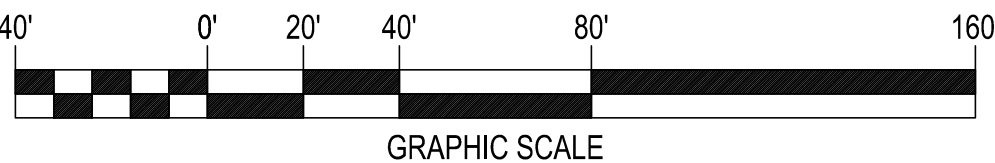
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CIVIL ENGINEERS SURVEYORS PLANNERS

SCALE: 1" = 40' APRIL 2025



GRAPHIC SCALE

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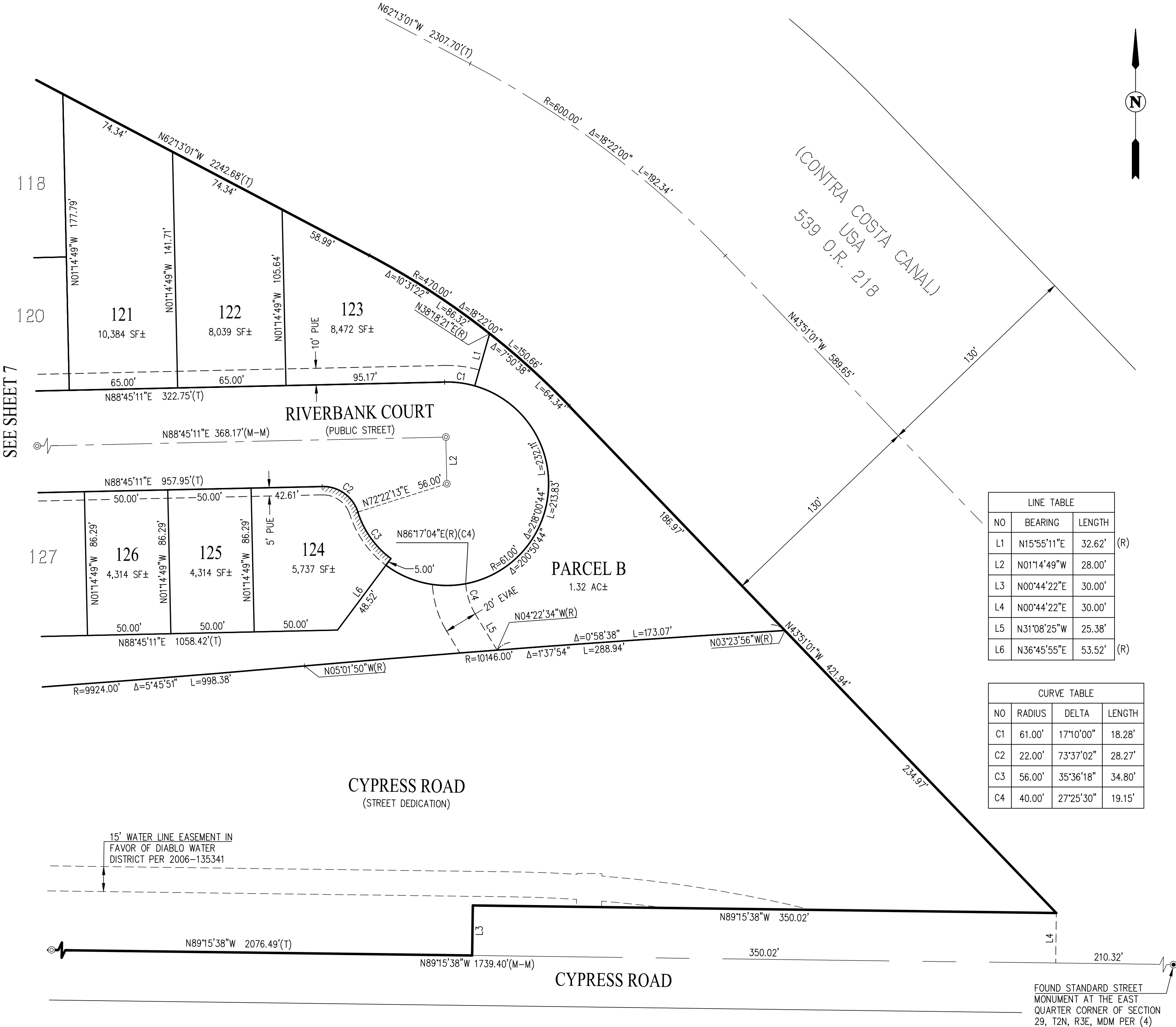
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LINE TABLE		
NO	BEARING	LENGTH
L1	N15°55'11"E	32.62' (R)
L2	N01°14'49"W	28.00'
L3	N00°44'22"E	30.00'
L4	N00°44'22"E	30.00'
L5	N31°08'25"W	25.38'
L6	N36°45'55"E	53.52' (R)

CURVE TABLE			
NO	RADIUS	DELTA	LENGTH
C1	61.00'	17°10'00"	18.28'
C2	22.00'	73°37'02"	28.27'
C3	56.00'	35°36'18"	34.80'
C4	40.00'	27°25'30"	19.15'

SUBDIVISION 9557

CONSISTING OF 13 SHEETS
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CIVIL ENGINEERS SURVEYORS PLANNERS

SCALE: 1" = 40' APRIL 2025



GRAPHIC SCALE

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SEE SHEET 11

SEE SHEET 12

SEE SHEET 10

SEE SHEET 5

SUBDIVISION 9557

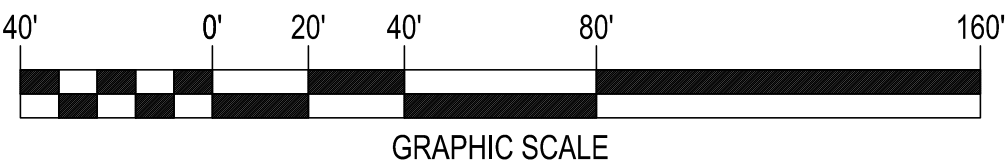
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CURVE TABLE			
NO	RADIUS	DELTA	LENGTH
C1	288.00'	1°50'00"	9.22'
C2	394.00'	1°50'00"	12.61'
C3	212.00'	10°13'00"	37.80'

NOTE:

- 1. ALL TIES ARE PERPENDICULAR UNLESS NOTED.
- 2. ALL DISTANCES ARE GROUND DISTANCES UNLESS NOTED.

LEGEND

	SUBDIVISION BOUNDARY LINE
	RIGHT OF WAY LINE
	LOT LINE
	EASEMENT LINE
	CENTERLINE
	TIE LINE
	ABUTTERS RIGHTS RELINQUISHED
(T)	TOTAL
(R)	RADIAL
(M-M)	MONUMENT TO MONUMENT
(M-PL)	MONUMENT TO PROPERTY LINE
●	FOUND STANDARD STREET MONUMENT, AS NOTED
●	FOUND IRON PIPE OR REBAR AS NOTED
⊙	SET STANDARD STREET MONUMENT, LS 7960
EVAE	EMERGENCY VEHICLE ACCESS EASEMENT
PUE	PUBLIC UTILITY EASEMENT



LINE TABLE		
NO	BEARING	LENGTH
L1	N27°46'59"E	21.98'
L2	N53°04'44"E	33.16'
L3	N27°46'59"E	19.98'
L4	N17°13'01"W	31.70'
L5	N72°46'59"E	31.70'

LINE TABLE		
NO	BEARING	LENGTH
L6	N27°46'59"E	19.98'
L7	N17°13'01"W	28.88'
L8	N27°46'59"E	21.98'
L9	N72°46'59"E	28.88'

SUBDIVISION 9557

CONSISTING OF 13 SHEETS
BEING A SUBDIVISION OF THE PARCEL OF LAND DESCRIBED
IN THE GRANT DEEDS RECORDED AS DOCUMENT NOS. 2024-0072206, AND
2024-0072209, CONTRA COSTA COUNTY RECORDS
CITY OF OAKLEY, CONTRA COSTA COUNTY, CALIFORNIA



SAN RAMON (925) 866-0322
ROSEVILLE (916) 788-4456
WWW.CBANDG.COM

CIVIL ENGINEERS SURVEYORS PLANNERS

SCALE: 1" = 40' APRIL 2025



GRAPHIC SCALE

BASIS OF BEARINGS:

THE BASIS OF BEARINGS FOR THIS SURVEY IS DETERMINED BY FOUND MONUMENTS SHOWN HEREON, THE BEARING BEING N89°15'39"W BETWEEN TWO MONUMENTS ON THE CENTER LINE OF CYPRESS ROAD PER (120 PM 16), CONTRA COSTA COUNTY RECORDS, CALIFORNIA COORDINATE SYSTEM, ZONE 3 (NAD 27).

LEGEND

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	RIGHT OF WAY LINE
	LOT LINE
	EASEMENT LINE
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	PUE PUBLIC UTILITY EASEMENT

REFERENCES:

- (#) INDICATES REFERENCE NUMBER
(1) PARCEL MAP (120 PM 16)
(2) SUBDIVISION 9474 (536 M 40)
(3) SUBDIVISION 9033 (529 M 45)
(4) RECORD OF SURVEY RS 4099 (159 LSM 47)
(5) DEED (539 OR 218)
(6) DEED (11408 OR 225)
(7) DEED (94-148383)(GRID)
(8) DEED (2018-131688)
(9) DEED (2024-0072206)
(10) DEED (2024-0072209)

NOTE:

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LINE TABLE		
NO	BEARING	LENGTH
L1	N01°12'36"E	37.58'
L2	N43°47'24"W	24.63'
L3	N46°12'36"E	31.70'
L4	N75°34'40"W	18.75'
L5	N62°13'01"W	29.99'
L6	N27°46'59"E	9.87'
L7	N57°39'04"W	33.06'

CURVE TABLE			
NO	RADIUS	DELTA	LENGTH
C1	22.00'	73°37'02"	28.27'
C2	222.00'	0°35'15"	2.28'
C3	222.00'	7°12'06"	27.90'
C4	283.00'	4°06'00"	20.25'
C5	283.00'	9°10'43"	45.34'
C6	56.00'	18°15'59"	17.85'
C7	56.00'	41°41'52"	40.75'
C8	56.00'	62°18'24"	60.90'
C9	56.00'	95°20'47"	93.19'
C10	56.00'	36°00'00"	35.19'

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SCALE: 1" = 40' APRIL 2025



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LEGEND

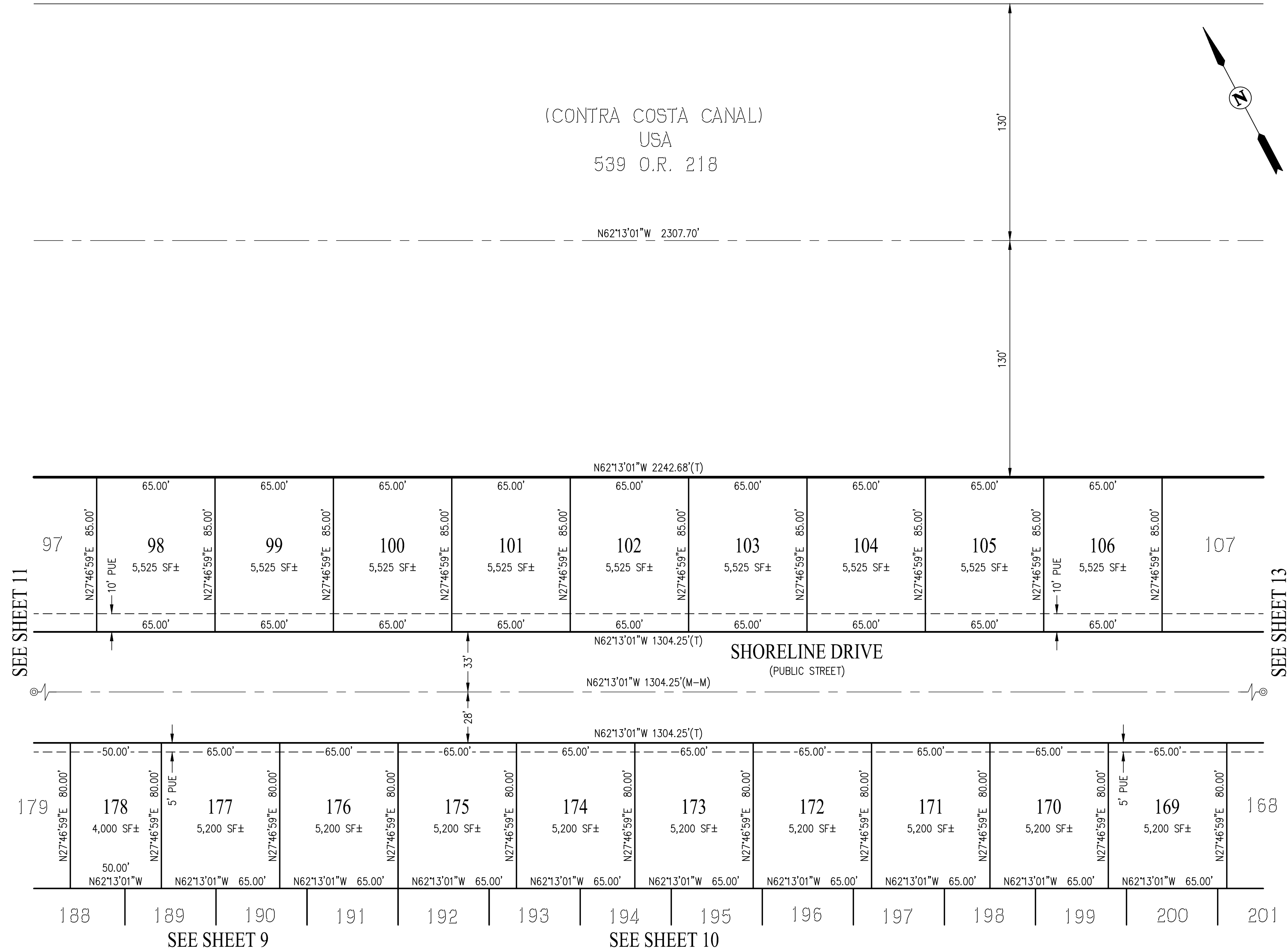
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LEGEND

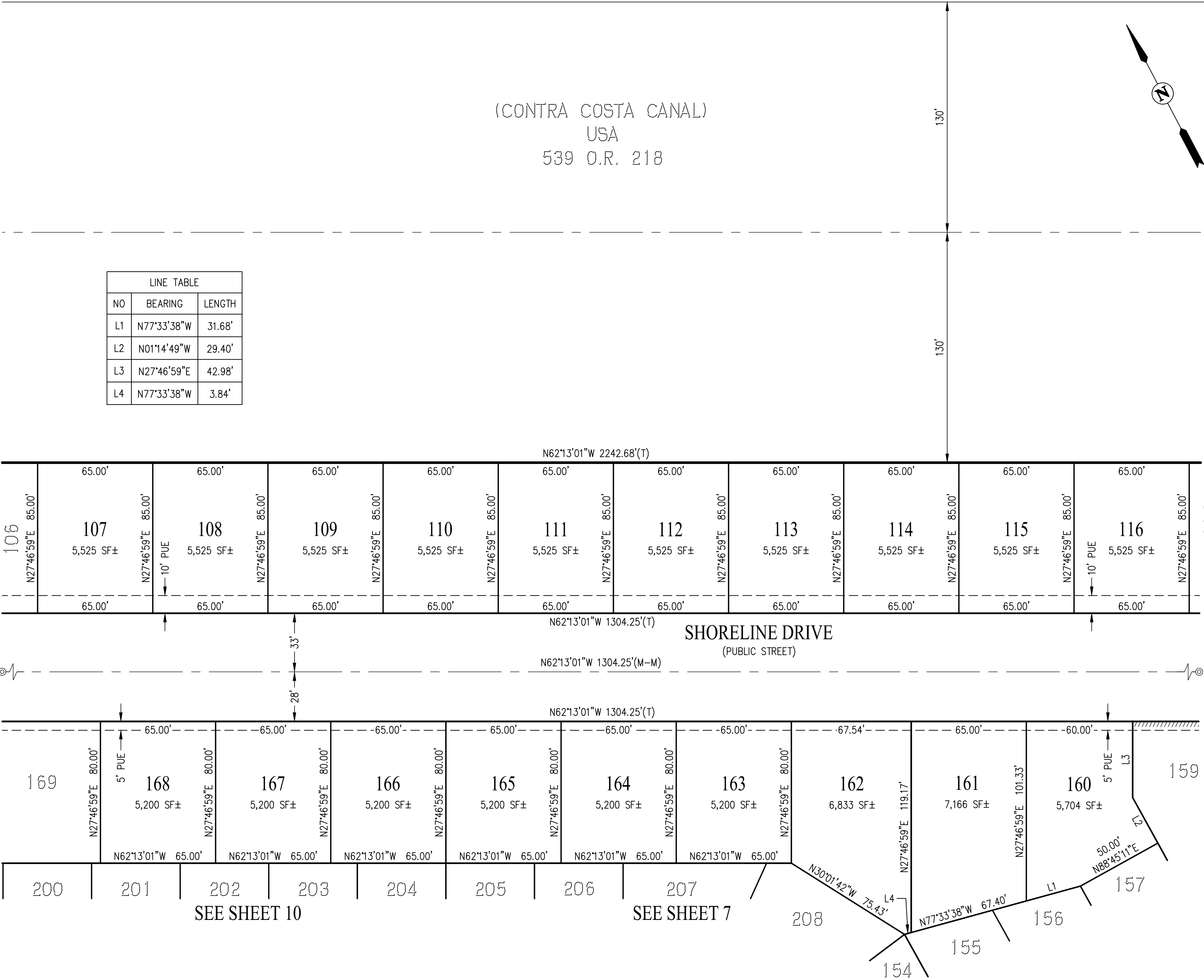
	SUBDIVISION BOUNDARY LINE
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NOTE:

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LINE TABLE		
NO	BEARING	LENGTH
L1	N77°33'38"W	31.68'
L2	N01°14'49"W	29.40'
L3	N27°46'59"E	42.98'
L4	N77°33'38"W	3.84'

DATE: August 12, 2025
TO: Joshua McMurray, City Manager
FROM: Kevin Rohani, Public Works Director/City Engineer
SUBJECT: Adopt a Resolution Awarding a Contract to Monarch Landscape Company for the Recreation Baseball Field Renovation – CIP No. 328

Approved and
Forwarded to the
City Council

Background and Analysis

The Recreation Center is quickly becoming one of the most used facilities in the City. Citizens of all ages are using it for youth, adult and senior programming, indoor facility rentals as well as field rentals. The park that connects to the recreation center at the end of the parking lot has full baseball dugouts and a backstop. Unfortunately, it has a grass infield and no bases or pitching mound making it less desirable as a sports field rental. CIP 328 was designed to add a traditional dirt infield with bases that the community can enjoy.

The field was originally intended for T-ball, training activities, and general recreation department use, such as water-based activities and informal community events. This project will transition the field into a formal, reservable community baseball field that meets Little League standards.

The field is not currently flat, and both the infield and shallow outfield grass areas will require significant grading work to ensure proper drainage and playability. The overall field will be reshaped to create a new, fully skinned infield using a proper baseball infield mix, similar to other public ballfields in the City's park system. Base pegs, a pitching rubber, and a home plate will be installed, and all dimensions will be measured and constructed to accommodate Little League play. The project will also modify the existing irrigation system to support the new field configuration.

Monarch is our current contractor for all landscaping within the City. They are well aware of the condition of our current fields as well as having extension knowledge in sports fields. As they are currently responsible for the maintenance of the landscaping and irrigation partnering with them on this project makes sense. The total cost of this project is \$188,427. Adding an additional full-service baseball diamond will be of tremendous benefit to the community.



Consistency with Oakley Strategic Plan 27+

The Oakley Strategic Plan 27+ highlights upgrading and developing parks and open space as Primary Goals. The plan also includes the Sub-Goal of serving our diverse people, parks and programs by providing inclusive activities and access to engage the City's family and friends in culture. This investment to the ball field would leave a lasting impact at the recreation center, allowing the City to offer the highest quality sports field to the Oakley community.

Fiscal Impact

This item was included in the FY 2025/26 budget with a total budget of \$250,000. To date \$0 has been spent or encumbered leaving a balance of \$250,000. This project is funded by the Lighting and Landscape District Community Parks Fund. No additional funding is needed at this time to fund the agreement.

Staff Recommendation

Adopt a Resolution Awarding a Contract to Monarch Landscape Company in the amount of \$188,427 for the Recreation Baseball Field Renovation – CIP No. 328

Attachments

1. Resolution
2. Proposal - Monarch Landscape Company



RESOLUTION NO. X-25

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OAKLEY AWARDING A
CONTRACT TO MONARCH LANDSCAPE COMPANY FOR THE RECREATION
CENTER BALL FIELD RENOVATION – CIP NO. 328**

WHEREAS, the Community will benefit from having another sports field to utilize for baseball or softball, and

WHEREAS, Monarch has provided services for all landscaping and irrigation and knows the City's systems; and

WHEREAS, Monarch has provided a quote of \$188,427 for upgrading the field to a traditional baseball diamond.

BE IT RESOLVED by the City Council of the City of Oakley that the Agreement with Monarch Landscape Company for the construction of the Recreation Center Ball Field Renovations Project- CIP Number 328 in the amount not to exceed \$188,427 is hereby approved and the City Manager is authorized to execute an agreement.

PASSED AND ADOPTED by the City Council of the City of Oakley this 12th day of August 2025 by the following vote.

AYES:

NOES:

ABSTENTION:

ABSENT:

APPROVED:

Shannon Shaw, Mayor

ATTEST:

Kim Snodgrass, City Clerk

Date

MONARCH

LANDSCAPE COMPANIES

Proposal & Agreement

Site: Oakley Recreational Center
Address: 1250 O'Hara Ave Oakley, Ca

Date: 4/1/25

We propose to furnish all labor, equipment and materials to perform the following:

Lil League Baseball field Installation:

- Locate and flag valves that operate the sprinklers for the field.
- Flag all sprinklers.
- Remove grass for 100% of skin infield **(160yards)**
- Install French drain behind home plate extending out to bugouts and connect into existing drainage.
 - Dig trench and line with filter fabric.
 - Pour 3' of gravel in bedding
 - Set drainage pipe in trench
 - Cover with gravel and filter fabric
 - Back fill with soil
- Test and confirm coverage.
- Import infield material, spread out evenly over infield area. **(160 yards)**
- Compact material with rollers.
- Grade infield and outfield material to provide smooth transition.

French drain install labor: \$8,510
Removal and disposal of existing soil: \$65,837
Irrigation modifications: \$12,700
Install base and (inches of clay minimum 4"): \$99,880
Install bases and home plate: \$1,500

Total Cost: \$ 188,427

Authorized Signature: _____ Date: _____

Customer acknowledges that Terracare Associates is not responsible for events beyond its control.

Services shall be payable in full upon receipt of invoice. Quote valid for 60 days.

Respectfully Submitted,







MONARCH
LANDSCAPE COMPANIES

Kevin Romero
Area Manager

Phone 213-248-8367
921 Arnold Dr.,
Martinez, CA 94553
www.monarchlandscape.com



SKINNED INFIELD CONVERSION — FIELD SCOPE MEETING AGENDA

Location: ORB Field Date: July 15 2025 Time: 10:00am

Goal: Confirm full scope and expectations for turnkey skinned infield installation.

1. Project Overview

- ☑ Confirm field is being converted to fully skinned infield — no turf around mound and conform for irrigation along first and third base.
- ☑ Ensure scope includes a playable finish, lips, grade, finish surface etc.

Notes:

Full infield turf conversion confirmed. Area confirmed. Irrigation modifications confirmed.

2. Layout & Dimensions

- ☑ Infield footprint confirmed
- ☑ 60' base paths
- ☑ 25' from home plate to backstop

Notes:

Field conversion is for Pony Bronco and Little League Majors which both use 60-foot bases and 46-foot pitching distance, so they're very similar in field size and age range.

3. Infield Material

- ☑ 4" minimum depth of infield mix – exact mix?
- ☑ Color, texture, and compaction standards
- ☑ Material volume: 160 yd³ — confirm accuracy

Notes:

Jenson to confirm sand-to-clay/silt ration in the mix. What type of sand is being used (washed, size)? Confirmed 4" depth. Jenson to confirm material volume accuracy.

4. Grading & Transitions

- ☑ Smooth transitions to turf, no lips
- ☑ Any sod cutbacks needed to meet grade?
- ☑ Are grades being shot on-site?

Notes:

All of the above was discussed and confirmed today.

5. Drainage & Irrigation

- ☑ French drain included and tied to existing storm
- ☑ Infield irrigation removed, adjusted or capped
- ☑ Outfield irrigation stays live
- ☑ Two quick couplers to be installed near first and third

Notes:

two quick couplers are likely not needed. Found 2 close by to where we wanted them. Outfield irrigation will need to be modified. No 360s mixed with halves. Professional installation expected even without drawings. Discussed not making common errors in irrigation modification. French drain to be installed as needed and to tie to existing storm. Grades will be shot on site to determine drainage needs.

6. Field Equipment

- ☑ Bases, mound rubber, home plate installed by Terra Care (supplied by City)
- ☑ Confirm base anchors and pitcher's rubber specs

Notes:

City to provide bases etc. City to provide specs for install. Jenson to use the 3-4-5 method (Pythagorean theorem) to lay out the bases, ensuring the base paths form a perfect square with correct distances and right angles.

7. Material Haul-Off

- ☑ All sod/debris to be hauled to Sellers Ave site
- ☑ Confirm haul-off labor and trucking included

Notes:

Bolivar will coordinate with Jenson.

8. Finish & Maintenance

- ☑ Terra Care responsible for playable-grade finish
- ☑ Walkthrough before signoff
- ☑ Terra Care expected to maintain the field post-project

Notes:

It was mentioned and mutually agreed upon that this needs to be a turn key project fully finished and playable with no drainage issues or irrigation issues.

9. Cost & Timeline

- ☒ Confirm all-in price: \$188,427
- ☒ Start and completion dates
- ☒ Review any assumptions or contingencies

Notes:

Price confirmed by Jenson. Start date in 2 weeks. Estimated length of project 4 weeks. All items were discussed and covered.

DATE: August 12, 2025
TO: Joshua McMurray, City Manager
FROM: Kevin Rohani, P.E., Public Works Director/City Engineer
SUBJECT: Adopting a Resolution Approving a Contract Amendment and Authorizing the City Manager to Execute an Addendum to the Agreement for the Construction Contract with Sukut Construction, LLC Related to Capital Improvement Project (CIP) 310 – East Cypress Road Canal Undergrounding Project, CCWD Segment 5A

Approved and
Forwarded to the
City Council

Background and Analysis

The improvements to East Cypress Road have been a key part of the City's CIP program as established by the City Council, and a priority for the community to accommodate the growing needs of the residents who use the East Cypress Road corridor.

CIP 310 is the most complex and complicated segment of the East Cypress Road widening project and by far the most intricate capital project that the City of Oakley has undertaken due to the numerous overhead and underground utilities within this segment in addition to the undergrounding of the CCWD canal with a 10' diameter pipe under East Cypress Road.

Staff worked expeditiously to design this project and after the bidding phase, on December 10, 2024, City Council awarded a construction contract to Sukut Construction, LLC for the East Cypress Road Canal Undergrounding Project, CCWD Segment 5A for the amount of \$7,393,866.00. The City Council also authorized staff to execute Change Orders in an amount not to exceed \$700,000 to address any unforeseen issues for any work beyond what is in the base project bid documents.

Since the canal is under the jurisdiction of CCWD, staff have been working closely with CCWD to ensure the project is constructed according to CCWD requirements. CCWD had performed other such projects that undergrounded the canal in areas that were away from any roadways with a standard 10' diameter Reinforced Concrete Pipe (RCP).

Since part of this canal runs under East Cypress Road, RCP cannot be used to underground the canal as required by CCWD and steel pipe must be used for the pipe sections under East Cypress Road due to the significant amount of fill needed for the new elevation of the new roadway. This steel pipe also requires special coatings for protection against corrosion and other testing methods as required by CCWD. After extensive discussions between staff, CCWD, and the contractor, a final negotiated cost of \$428,447.98 was agreed upon to proceed with the ordering of the steel pipe so it can be manufactured and installed during the summer months of 2025 to keep the overall project schedule on track. Delays of the canal undergrounding would also impact the overall roadway construction schedule.



Another element that was added to the project scope of work was the temporary retaining wall to support the roadway fill while the new roadway at intersection of East Cypress Road/Jersey Island Road is being constructed under a separate contractor. This will be achieved by a sheet pile system which is steel sheets with interlocking edges that retain soil and are installed using vibratory rigs. The cost for this sheet pile system is \$369,619.16.

The above-mentioned items used the entire contingency budget for this project and the construction of this project will continue into fall 2026. Staff have reviewed the remaining parts of this project that will be constructed through next year and recommend that a contract amendment in the amount of \$500,000 be authorized for the contract with Sukut Construction, LLC to ensure sufficient funds are available for the remainder of this project.

Consistency with the Oakley Strategic Plan 27+

The approval of this agreement is consistent with the Oakley Strategic Plan under our Community Health and Safety Goal. East Cypress Road is a critical segment in the Oakley roadway infrastructure network that will serve existing and future communities in the eastern portion of the City. The new roadway segment will be an essential infrastructure to support emergency vehicle access for this area.

Fiscal Impact

This project has a total budget of 11,000,000. To date \$9,494,565 has been expended or encumbered. There is sufficient budget to cover the addition of \$500,000 and no additional budget allocations are needed at this time.

Staff Recommendation

Staff recommend that the City Council adopt the resolution approving a contract adjustment to the construction agreement with Sukut Construction, LLC for an amount not to exceed \$500,000, and to authorize the City Manager to execute the agreement.

Attachments

- 1) Resolution



RESOLUTION NO. XX-25

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OAKLEY APPROVING A CONTRACT AMENDMENT TO THE AGREEMENT WITH SUKUT CONSTRUCTION, LLC FOR THE CONSTRUCTION OF CAPITAL IMPROVEMENT PROJECT (CIP) NUMBER 310 – EAST CYPRESS ROAD CANAL UNDERGROUNDING PROJECT, CCWD SEGMENT 5A

WHEREAS, Sanbell Inc., prepared the plans, specifications, and estimates for CIP No. 310 – East Cypress Road Canal Undergrounding Project, CCWD Segment 5A; and

WHEREAS, on December 10, 2024, City Council awarded a construction contract to Sukut Construction, LLC for the East Cypress Road Canal Undergrounding Project; and

WHEREAS, the construction of this project has been underway in coordination with CCWD, and few changes had to be made to the project plans and change orders issued which utilized the approved project contingency amount of \$700,000; and

WHEREAS, in order to keep the construction schedule by Sukut Construction, LLC on track and avoid any delays, a amendment to the construction contract in the amount of \$500,000 is requested to cover any future unforeseen items; and

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Oakley that the Agreement with Sukut Construction, LLC is amended in an amount not to exceed \$500,000 to cover any future change orders as necessary for the East Cypress Road Canal Undergrounding Project, CCWD Segment 5A – CIP No. 310.

PASSED AND ADOPTED by the City Council of the City of Oakley at a meeting held on the 12th of August 2025 by the following vote:

AYES:

NOES:

ABSENT:

ABSTENTIONS:

APPROVED:

Shannon Shaw, Mayor

ATTEST:

Kim Snodgrass, City Clerk

Date

DATE: August 12, 2025
TO: Joshua McMurray, City Manager
FROM: Jeri Tejada, Administrative Service Director
SUBJECT: Receive the City of Oakley Quarterly Investment Report (4th Quarter FY 24/25)

Approved and
Forwarded to the
City Council

Background and Analysis

California law and the City's Investment Policy require the City's fiscal officer to submit a quarterly investment report to the City Council at the end of each quarter. The report should contain information on all securities held and include a statement denoting the ability of the local agency to meet its expenditure requirements for the next six months.

Consistency with the Oakley Strategic Plan 27+

This agenda item is consistent with the Strategic Plan 27+ goal for the City of Oakley to leverage its financial resources for the long-term benefit of our residents and businesses while maintaining sufficient reserves to provide stability and ensure a successful future.

Fiscal Impact

City resources are organized and accounted for on a fund basis with some of those funds being restricted for specified uses and others that are unrestricted. For investment purposes, however, the funds are invested as a pool. The Investment Report for the Period Ending June 30, 2025, attached shows a combined pool balance of \$120,418,073.73. In the fourth quarter, the pool accrued interest earnings totaling \$626,125.05, an increase from \$565,178.99 at the close of the previous quarter. This interest reflects the favorable rates currently available on secure investments, including LAIF's and CAMP's short-term investments and diversified investments made through PFM, with terms extending up to five years.

Our investments continue to yield interest at the purchase cost rate, averaging 3.34% for the quarter ended June 30, 2025, as detailed in the PFM investment report.

The City is in compliance with the adopted investment policy and able to meet its expenditure requirements for the next six months.



Staff Recommendation

Staff recommends the City Council accept the investment report for the 4th Quarter of Fiscal Year 2024-2025.

Attachments

1. City of Oakley Investment Report for the quarter ended June 30, 2025
2. FY 2025 City Investment Worksheet





City of Oakley

Investment Performance Review For the Quarter Ended June 30, 2025

Client Management Team	PFM Asset Management A division of U.S. Bancorp Asset Management, Inc	
Allison Kaune, Relationship Manager Rachael Miller, Client Consultant	1 California Street Ste. 1000 San Francisco, CA 94111-5411 415-393-7270	213 Market Street Harrisburg, PA 17101-2141 717-232-2723

NOT FDIC INSURED : NO BANK GUARANTEE : MAY LOSE VALUE

For Institutional Investor or Investment Professional Use Only - This material is not for inspection by, distribution to, or quotation to the general public

Market Summary

Summary

- The second quarter of 2025 was characterized by growing uncertainty as markets reacted to the volatile rollout of tariffs that were larger than expected. Markets reacted negatively during the first two weeks of the quarter and experienced the largest declines since the onset of the COVID pandemic. The rest of the quarter was marked by equity and bond markets recovering to pre-tariff levels on constructive trade negotiations and stable economic data.
- Inflation remained relatively benign but is expected to increase in the second half of the year as tariff-related cost pressures begin to emerge. The timing, extent, and duration of these pressures are unknown.
- The labor market remained healthy though early signs of cooling are emerging, such as rising initial jobless claims. Continuing claims have also increased, and a slower hiring rate may mean any acceleration in layoffs could result in unemployed workers remaining without a job for longer. Federal job cuts are beginning to flow through the data, but severance packages and deferred resignations have delayed the impact on claims data. However, the reduced pace of population growth, particularly among foreign-born workers, may suggest the economy needs fewer new jobs to keep the unemployment rate stable.
- Consumer sentiment remains subdued due to expectations for higher prices and weaker labor market conditions as tariffs weigh on the pace of economic growth. However, there has been modest improvement from the April lows due to progress on tariff negotiations. A sharp labor market downturn remains the biggest threat to consumer spending.
- The Federal Reserve (Fed) left the overnight policy rate unchanged at 4.25% - 4.50%. The Federal Open Market Committee's (FOMC) "dot plot" continues to suggest 50 basis points (bps) in rate cuts by the end of 2025, although there is a divergence of views as eight members are calling for two rate cuts in 2025 and seven are calling for none. Fed Chair Powell noted the Fed would likely be in a position to begin cutting rates again were it not for the unknown impact of tariffs, but the resilient economic data supports the Fed's wait-and-see approach.

Economic Snapshot

- U.S. inflation moved marginally closer to the Fed's 2% target, but tariff-driven price pressures may emerge as excess inventories built up before tariffs are depleted. Fed Chair Powell said that he expects tariffs to impact inflation, but the size, duration, and time of tariff effects are highly uncertain. The year-over-year change in the consumer price index (CPI) stood at 2.4% while core CPI, which excludes the volatile food and energy components, moved marginally lower but rounded to an unchanged 2.8%.
- U.S. real GDP turned negative in Q1 2025 mainly on the one-off effect of the trade deficit expanding to the highest level on record as businesses increased imports in advance of tariffs. Strong inventories and higher fixed investment served as a bit of an offset, and a decline in the trade deficit is expected to reverse and support

future growth. However, consumer spending slowed notably, which may foreshadow decreased spending and investment due to declining confidence going forward.

Interest Rates

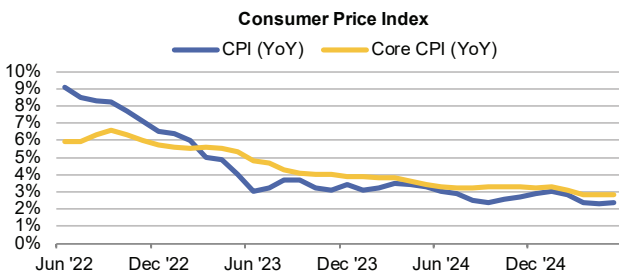
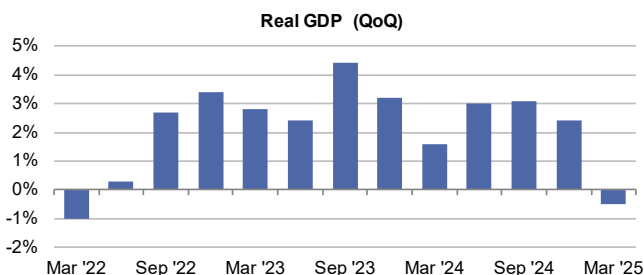
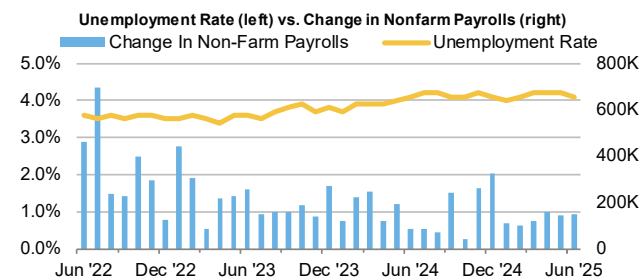
- The U.S. Treasury yield curve steepened over the quarter. The front end of the yield curve moved lower amid expectations for Fed rate cuts while longer-dated tenors rose on concerns regarding the longer-term impacts of the proposed federal reconciliation bill.
- The 3-month Treasury was relatively unchanged given no rate cuts from the Fed while 2- and 5-year Treasuries fell by 15-16 bps to 3.72% and 3.80% respectively. In addition, the 2-year traded over a wide 60 basis point range during the quarter, highlighting the elevated volatility. The 10-year Treasury increased by 2 bps to 4.23% while the 30-year Treasury increased by 16 basis points to 4.78% as investors demanded more yield to make investments further out the curve.
- Short- and intermediate-duration U.S. Treasury indices generated positive total returns for the quarter. The ICE BofA 2-, 5-, and 10-year U.S. Treasury indices returned 1.11%, 1.66%, and 0.98% for the quarter, while the shorter-duration ICE BofA 3-month U.S. Treasury index returned 1.04%.

Sector Performance

- Excess returns were strong across investment grade sectors as the spread widening experienced in April reversed following trade news and resilient economic data.
- Federal Agency & supranational spreads remained low throughout Q2. Both sectors produced slightly positive excess returns for the quarter. Issuance remained light and the incremental income from the sectors is near zero.
- Investment-grade (IG) corporate bond spreads spiked early in the quarter on tariff announcements, but as external stressors eased much of the widening retraced. Demand for new issuance remains strong while net issuance is predicted to decrease over the balance of the year. Lower-quality issuers outperformed as did banks and other financials.
- Asset-backed securities (ABS) spreads retraced over quarter, but to a lesser degree than most other sectors. ABS showed the impact of the slower decrease in spreads by posting more modest excess returns over the quarter. We expect the sector to continue generating value from carry going forward.
- Mortgage-backed securities (MBS) performance was strong across all structures and coupons as rate volatility moderated over the quarter. Likewise, Agency-backed commercial MBS (CMBS) also posted strong performance for the quarter and saw positive excess returns.
- Short-term credit (commercial paper and negotiable bank CDs) yields on the front end of the yield curve rose slightly in response to the approaching Treasury "X-Date" (estimated date for Treasury to exhaust funds under the debt ceiling) while yields fell modestly on the long end as demand shifted into longer-term Treasury notes. Yield spreads tightened over the quarter in response to moderated issuance and strong demand.

Economic Snapshot

Labor Market		Latest	Mar '25	Jun '24
Unemployment Rate	Jun'25	4.1%	4.2%	4.1%
Change In Non-Farm Payrolls	Jun'25	147,000	120,000	87,000
Average Hourly Earnings (YoY)	Jun'25	3.7%	3.9%	3.9%
Personal Income (YoY)	May'25	4.5%	4.7%	5.4%
Initial Jobless Claims (week)	6/28/25	233,000	219,000	238,000
Growth				
Real GDP (QoQ SAAR)	2025Q1	-0.5%	2.4% ¹	1.6% ²
GDP Personal Consumption (QoQ SAAR)	2025Q1	0.5%	4.0% ¹	1.9% ²
Retail Sales (YoY)	May'25	3.3%	5.1%	2.0%
ISM Manufacturing Survey (month)	Jun'25	49.0	49.0	48.3
Existing Home Sales SAAR (month)	May'25	4.03 mil.	4.02 mil.	3.93 mil.
Inflation / Prices				
Personal Consumption Expenditures (YoY)	May'25	2.3%	2.3%	2.4%
Consumer Price Index (YoY)	May'25	2.4%	2.4%	3.0%
Consumer Price Index Core (YoY)	May'25	2.8%	2.8%	3.3%
Crude Oil Futures (WTI, per barrel)	Jun 30	\$65.11	\$71.48	\$81.54
Gold Futures (oz.)	Jun 30	\$3,308	\$3,123	\$2,340



1. Data as of Fourth Quarter 2024.

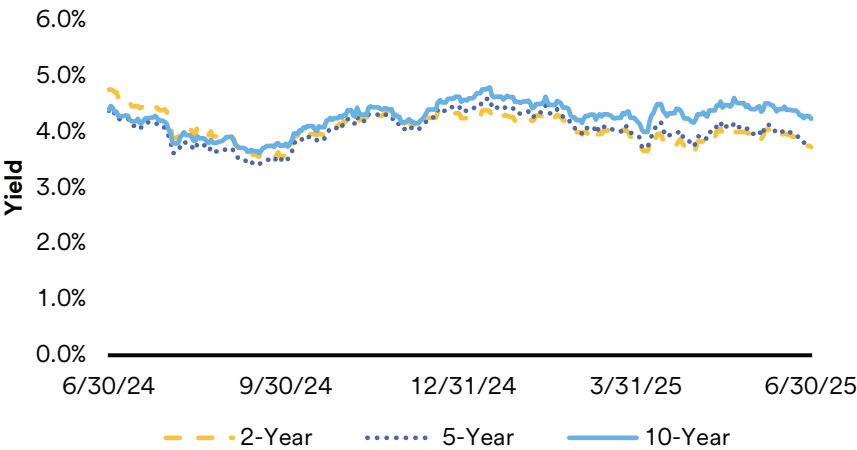
2. Data as of First Quarter 2024.

Note: YoY = year-over-year, QoQ = quarter-over-quarter, SAAR = seasonally adjusted annual rate, WTI = West Texas Intermediate crude oil.

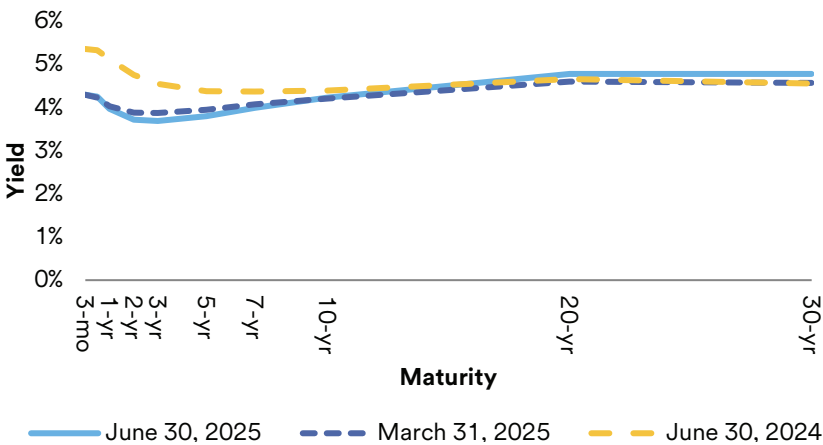
Source: Bloomberg Finance L.P.

Interest Rate Overview

U.S. Treasury Note Yields



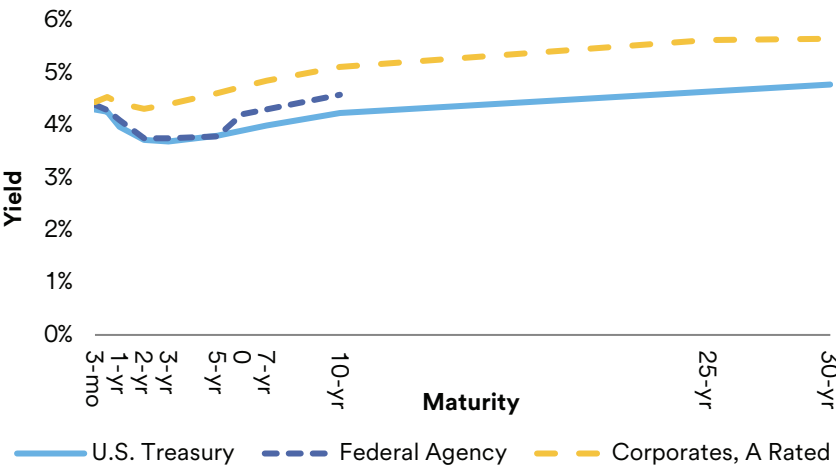
U.S. Treasury Yield Curve



U.S. Treasury Yields

Maturity	Jun '25	Mar '25	Change over Quarter	Jun '24	Change over Year
3-Month	4.30%	4.30%	0.00%	5.36%	(1.06%)
1-Year	3.97%	4.03%	(0.06%)	5.12%	(1.15%)
2-Year	3.72%	3.89%	(0.17%)	4.76%	(1.04%)
5-Year	3.80%	3.95%	(0.15%)	4.38%	(0.58%)
10-Year	4.23%	4.21%	0.02%	4.40%	(0.17%)
30-Year	4.78%	4.57%	0.21%	4.56%	0.22%

Yield Curves as of June 30, 2025



Source: Bloomberg Finance L.P.

ICE BofA Index Returns

As of 06/30/2025		Returns for Periods ended 06/30/2025			
June 30, 2025	Duration	Yield	3 Month	1 Year	3 Years
1-3 Year Indices					
U.S. Treasury	1.83	3.79%	1.18%	5.67%	3.41%
Federal Agency	1.45	3.85%	1.12%	5.43%	3.53%
U.S. Corporates, A-AAA rated	1.84	4.33%	1.40%	6.48%	4.45%
Agency MBS (0 to 3 years)	1.91	4.45%	1.25%	5.84%	3.64%
Taxable Municipals	1.86	4.14%	1.40%	6.07%	3.82%
1-5 Year Indices					
U.S. Treasury	2.55	3.77%	1.36%	6.07%	3.23%
Federal Agency	2.07	3.83%	1.27%	5.72%	3.42%
U.S. Corporates, A-AAA rated	2.64	4.38%	1.69%	7.06%	4.63%
Agency MBS (0 to 5 years)	3.07	4.51%	1.67%	7.18%	3.69%
Taxable Municipals	2.41	4.28%	1.50%	6.19%	3.65%
Master Indices (Maturities 1 Year or Greater)					
U.S. Treasury	6.10	4.06%	0.76%	5.18%	1.31%
Federal Agency	3.33	3.96%	1.30%	5.78%	3.08%
U.S. Corporates, A-AAA rated	6.67	4.86%	1.65%	6.64%	3.67%
Agency MBS (0 to 30 years)	5.79	4.97%	1.13%	6.42%	2.28%
Taxable Municipals	8.81	5.24%	0.72%	4.82%	2.17%

Returns for periods greater than one year are annualized.

Source: ICE BofA Indices.

Disclosures

Indices shown are not available for investment. The index data reference herein is the property of the index provider and/or its licensors. The index provider assumes no liability in connections with its use and does not sponsor, endorse or recommend the products or services contained herein. Index returns do not reflect payment of any sales charges or fees an investor would pay to purchase the securities they represent. The imposition of these fees and charges would cause investment performance to be lower than the performance shown.

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Portfolio Review: CITY OF OAKLEY

Certificate of Compliance

During the reporting period for the quarter ended June 30, 2025, the account(s) managed by PFM Asset Management ("PFMAM") were in compliance with the applicable investment policy and guidelines as furnished to PFMAM.

Acknowledged : *PFM Asset Management, a division of U.S. Bancorp Asset Management, Inc.*

Note: Pre- and post-trade compliance for the account(s) managed by PFM Asset Management is provided via Bloomberg Financial LP Asset and Investment Management ("AIM").

Account Summary

City of Oakley - City of Oakley - 6111-01			
Portfolio Values	June 30, 2025	Analytics ¹	June 30, 2025
CAMP Managed Account	\$29,637,189	Yield at Market	3.93%
CAMP Pool	\$2,256,150	Yield on Cost	3.34%
Amortized Cost	\$29,564,683	Portfolio Duration	2.24
Market Value	\$29,637,189	CAMP Pool 7-Day Yield	4.43%
Accrued Interest	\$219,836		
Cash	\$0		

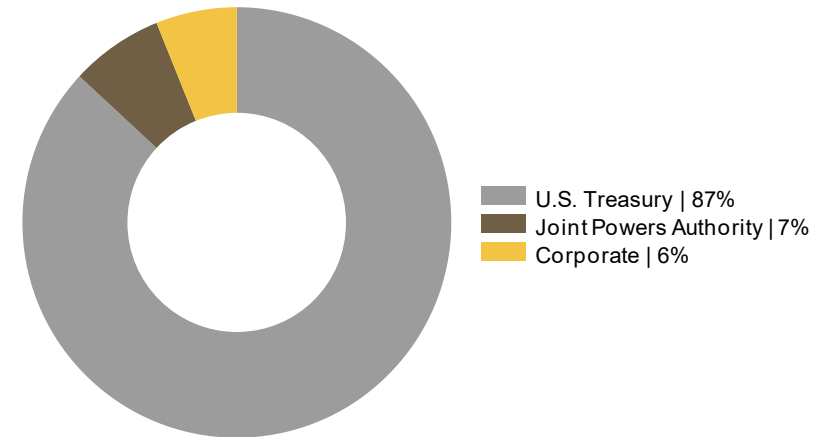
1. Yield at market, yield on cost, and portfolio duration only include investments held within the separately managed account(s), excludes balances invested in overnight funds.
2. The current 7-day yield is the net change, exclusive of capital changes and income other than investment income, in the value of a hypothetical fund account with a balance of one share over the seven-day base period including the statement date, expressed as a percentage of the value of one share (normally \$1.00 per share) at the beginning of the seven-day period. This resulting net change in account value is then annualized by multiplying it by 365 and dividing the result by 7. The yields quoted should not be considered a representation of the yield of the fund in the future, since the yield is not fixed.

Consolidated Summary

Account Summary

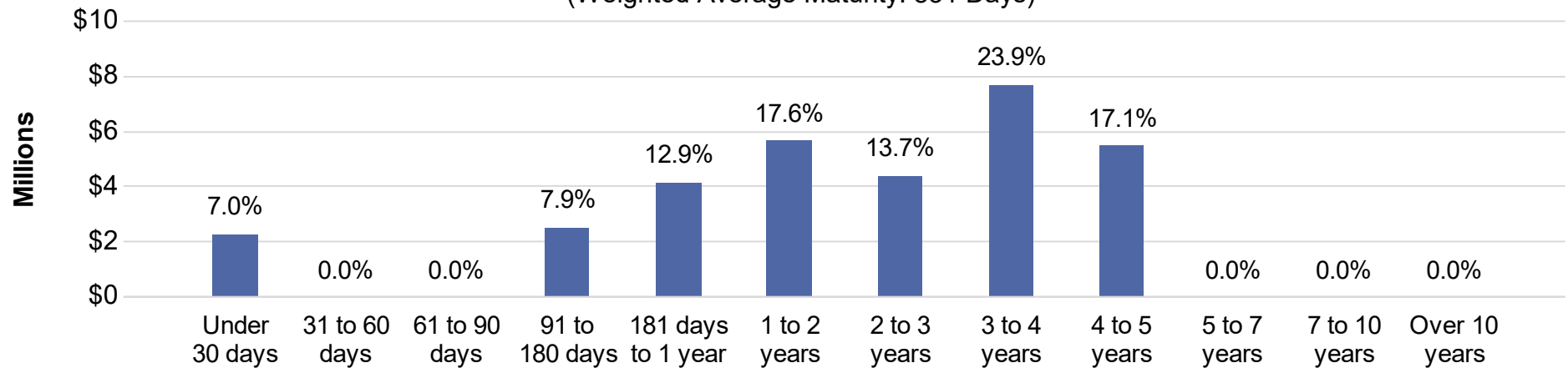
CAMP Managed Account	\$29,857,025
CAMP Pool	\$2,256,150
Total Program	\$32,113,174

Sector Allocation



Maturity Distribution

(Weighted Average Maturity: 831 Days)



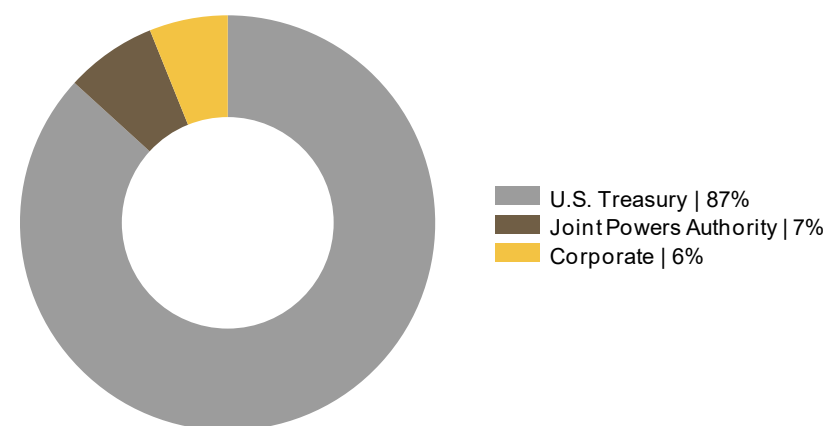
1. Account summary and sector allocation include market values, accrued interest, and overnight balances. Maturity distribution includes market values and excludes accrued interest and overnight balances

Portfolio Snapshot - CITY OF OAKLEY¹

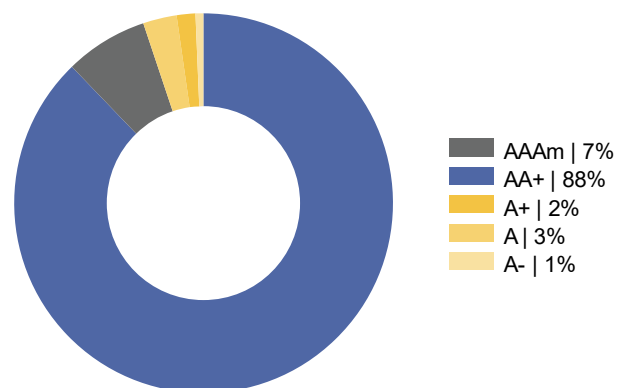
Portfolio Statistics

Total Market Value	\$32,113,174.48
Managed Account Sub-Total	\$29,637,189.04
Accrued Interest	\$219,835.72
Pool	\$2,256,149.72
Portfolio Effective Duration	2.24 years
Benchmark Effective Duration	2.05 years
Yield At Cost	3.34%
Yield At Market	3.93%
Portfolio Credit Quality	AA

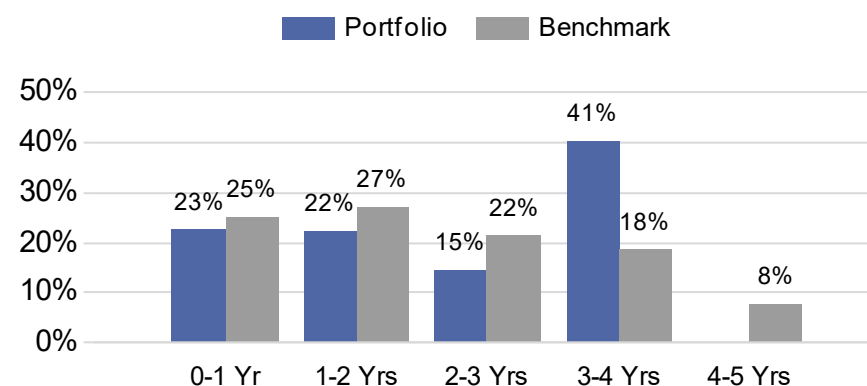
Sector Allocation



Credit Quality - S&P



Duration Distribution



1. Total market value includes accrued interest and balances invested in CAMP, as of June 30, 2025.

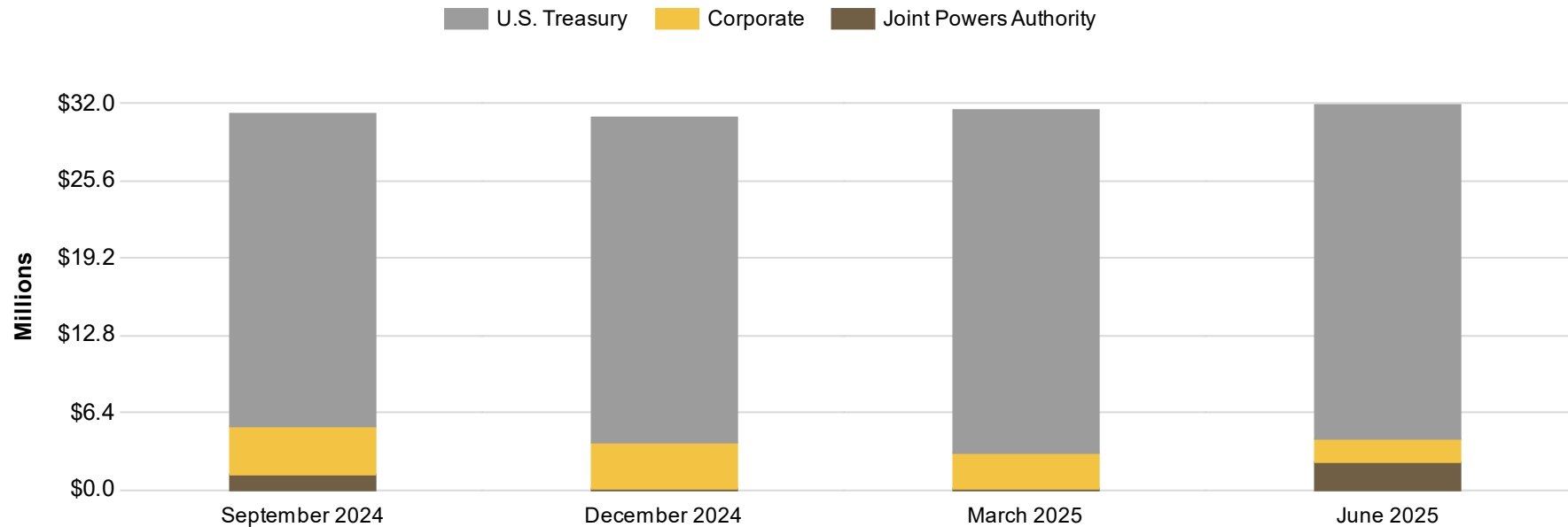
Yield and duration calculations exclude balances invested in CAMP.

The portfolio's benchmark is currently the 0-5 year U.S. Treasury Index. Prior to 03/31/24 it was the 1-5 year U.S. Treasury. Source: Bloomberg Financial LP.

An average of each security's credit rating was assigned a numeric value and adjusted for its relative weighting in the portfolio.

Sector Allocation Review - CITY OF OAKLEY

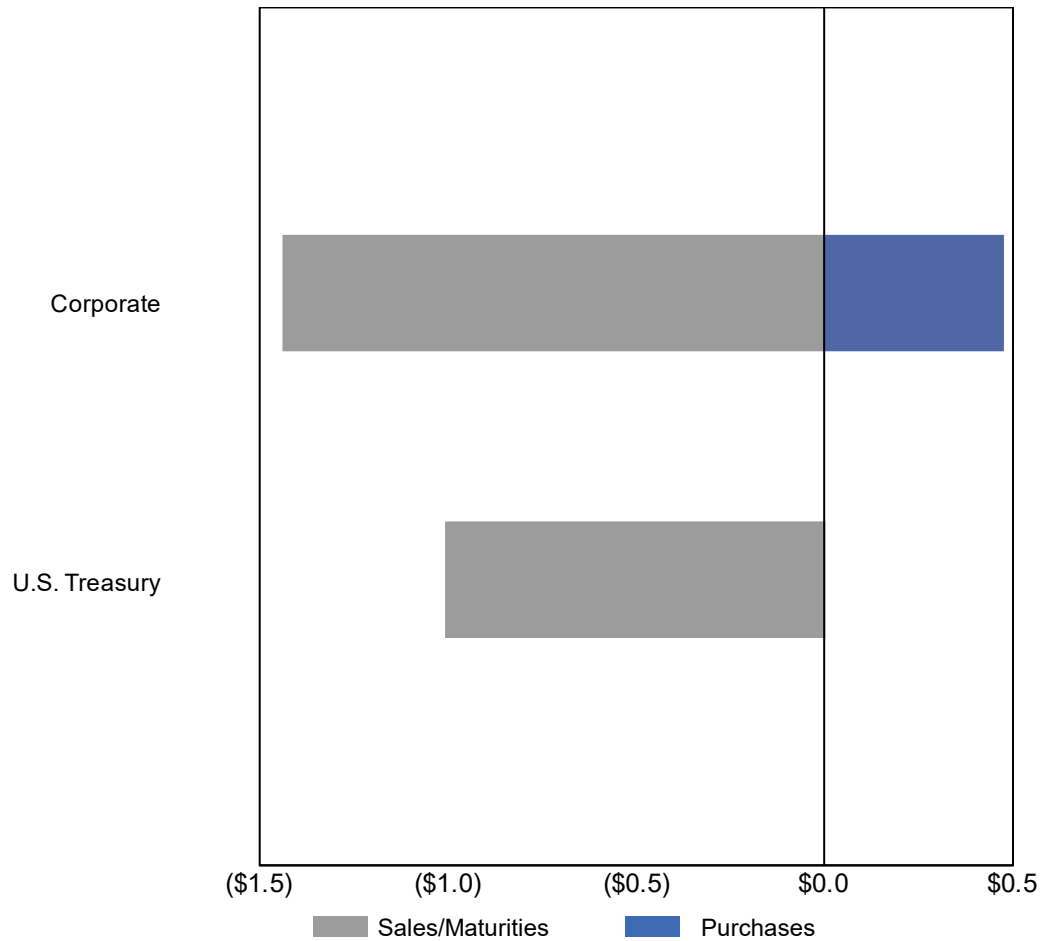
Security Type	Sep-24	% of Total	Dec-24	% of Total	Mar-25	% of Total	Jun-25	% of Total
U.S. Treasury	\$25.9	83.3%	\$26.9	87.1%	\$28.5	90.5%	\$27.7	86.8%
Corporate	\$3.9	12.6%	\$3.9	12.7%	\$2.9	9.2%	\$1.9	6.1%
Joint Powers Authority	\$1.3	4.1%	\$0.0	0.2%	\$0.1	0.3%	\$2.3	7.1%
Total	\$31.1	100.0%	\$30.9	100.0%	\$31.5	100.0%	\$31.9	100.0%



Market values, excluding accrued interest. Only includes fixed-income securities held within the separately managed account(s) and LGIPs managed by PFMAM. Detail may not add to total due to rounding.

Portfolio Activity - CITY OF OAKLEY

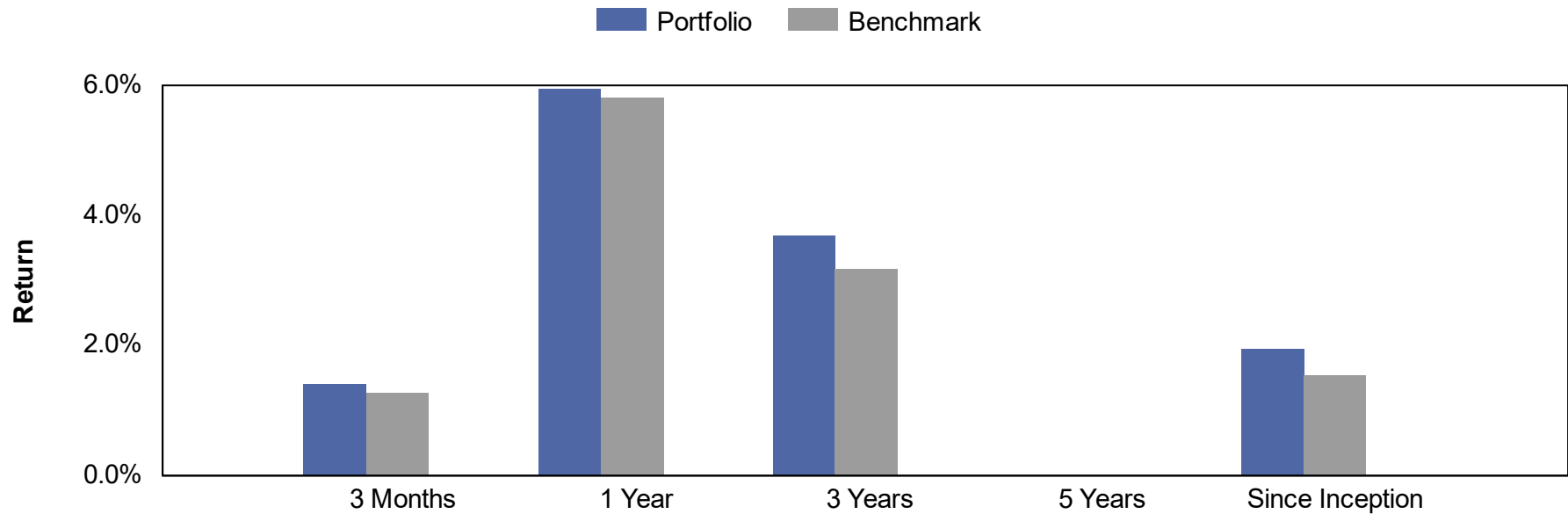
Net Activity by Sector (\$ millions)



Sector	Net Activity
Corporate	(\$961,300)
U.S. Treasury	(\$1,000,000)
Total Net Activity	(\$1,961,300)

Based on total proceeds (principal and accrued interest) of buys, sells, maturities, and principal paydowns. Detail may not add to total due to rounding.

Portfolio Performance



Market Value Basis Earnings	3 Months	1 Year	3 Years	5 Years	Since Inception ¹
Interest Earned ²	\$223,822	\$764,885	\$1,584,312	-	\$1,699,157
Change in Market Value	\$221,138	\$1,044,672	\$1,724,289	-	\$638,414
Total Dollar Return	\$444,960	\$1,809,557	\$3,308,601	-	\$2,337,571
Total Return³					
Portfolio	1.41%	5.96%	3.69%	-	1.96%
Benchmark ⁴	1.28%	5.80%	3.18%	-	1.55%

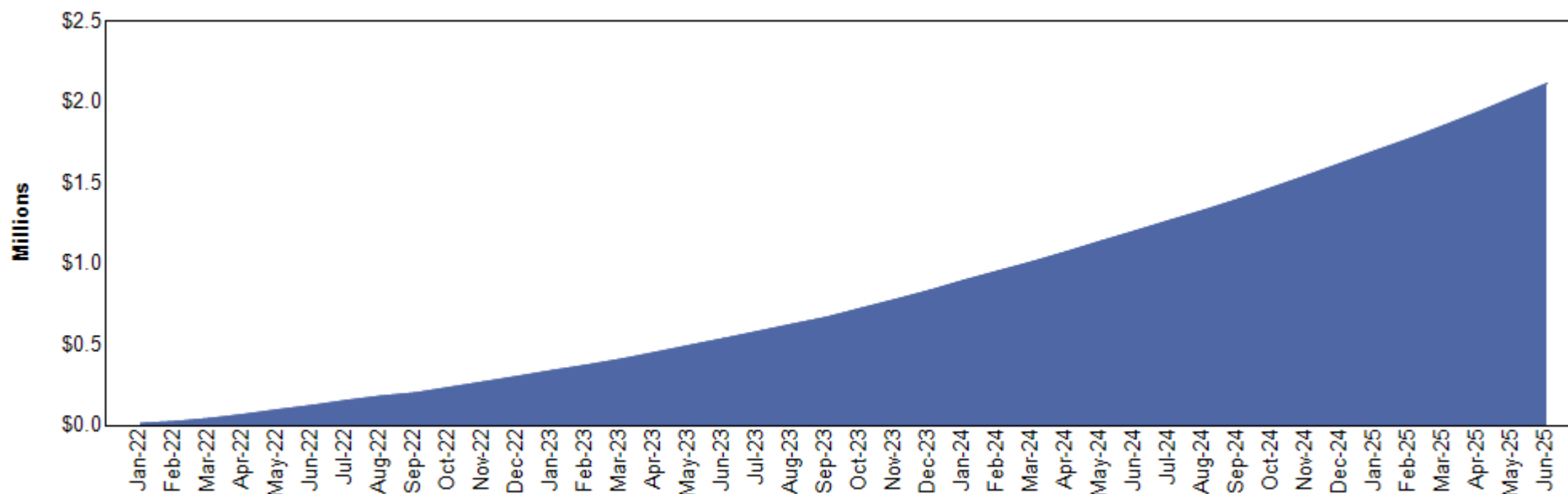
1. The lesser of 10 years or since inception is shown. Since inception returns for periods one year or less are not shown. Performance inception date is December 31, 2021.

2. Interest earned calculated as the ending accrued interest less beginning accrued interest, plus net interest activity.

3. Returns for periods one year or less are presented on a periodic basis. Returns for periods greater than one year are presented on an annualized basis.

4. The portfolio's benchmark is currently the 0-5 year U.S. Treasury Index. Prior to 03/31/24 it was the 1-5 year U.S. Treasury.. Source: Bloomberg Financial LP.

Accrual Basis Earnings - CITY OF OAKLEY



Accrual Basis Earnings	3 Months	1 Year	3 Years	5 Year	Since Inception ¹
Interest Earned ²	\$223,822	\$764,885	\$1,584,312	-	\$1,699,157
Realized Gains / (Losses) ³	-	(\$4,366)	(\$23,022)	-	(\$26,313)
Change in Amortized Cost	\$36,320	\$152,025	\$430,870	-	\$442,116
Total Earnings	\$260,142	\$912,544	\$1,992,161	-	\$2,114,960

1. The lesser of 10 years or since inception is shown. Performance inception date is December 31, 2021.

2. Interest earned calculated as the ending accrued interest less beginning accrued interest, plus net interest activity.

3. Realized gains / (losses) are shown on an amortized cost basis.

Portfolio Holdings and Transactions

Managed Account Detail of Securities Held

Security Type/Description Dated Date/Coupon/Maturity	CUSIP	Par	S&P Rating	Moody's Rating	Trade Date	Settle Date	Original Cost	YTM at Cost	Accrued Interest	Amortized Cost	Market Value
U.S. Treasury											
US TREASURY N/B DTD 09/30/2020 0.250% 09/30/2025	91282CAM3	2,320,000.00	AA+	Aa1	10/13/2021	10/14/2021	2,264,265.63	0.87	1,457.92	2,316,494.94	2,296,867.28
US TREASURY N/B DTD 02/01/2021 0.375% 01/31/2026	91282CBH3	1,490,000.00	AA+	Aa1	5/2/2022	5/3/2022	1,352,349.61	3.00	2,330.70	1,468,482.70	1,457,188.71
US TREASURY N/B DTD 03/31/2021 0.750% 03/31/2026	91282CBT7	1,835,000.00	AA+	Aa1	10/13/2021	10/14/2021	1,816,721.68	0.98	3,459.43	1,831,936.78	1,789,734.22
US TREASURY N/B DTD 06/01/2021 0.750% 05/31/2026	91282CCF6	930,000.00	AA+	Aa1	6/6/2022	6/7/2022	850,732.03	3.04	590.78	911,791.26	902,635.68
US TREASURY N/B DTD 09/30/2021 0.875% 09/30/2026	91282CCZ2	2,510,000.00	AA+	Aa1	10/13/2021	10/14/2021	2,487,939.45	1.06	5,520.63	2,504,448.34	2,417,737.42
US TREASURY N/B DTD 02/15/2024 4.125% 02/15/2027	91282CKA8	1,875,000.00	AA+	Aa1	3/28/2025	3/31/2025	1,880,786.13	3.95	29,057.32	1,880,028.95	1,883,863.13
US TREASURY N/B DTD 04/30/2020 0.500% 04/30/2027	912828ZN3	835,000.00	AA+	Aa1	8/3/2022	8/4/2022	744,813.48	2.96	703.40	800,176.53	787,248.86
US TREASURY N/B DTD 08/15/2017 2.250% 08/15/2027	9128282R0	875,000.00	AA+	Aa1	9/6/2022	9/7/2022	826,567.38	3.48	7,396.41	854,181.76	848,647.63
US TREASURY N/B DTD 08/15/2024 3.750% 08/15/2027	91282CLG4	775,000.00	AA+	Aa1	2/12/2025	2/18/2025	763,526.37	4.38	10,918.51	765,145.38	775,272.80
US TREASURY N/B DTD 01/31/2023 3.500% 01/31/2028	91282CGH8	1,000,000.00	AA+	Aa1	3/1/2024	3/5/2024	969,921.88	4.34	14,599.45	980,102.49	994,805.00
US TREASURY N/B DTD 05/01/2023 3.500% 04/30/2028	91282CHA2	1,000,000.00	AA+	Aa1	2/22/2024	2/26/2024	966,484.38	4.39	5,896.74	977,275.31	994,453.00
US TREASURY N/B DTD 07/31/2023 4.125% 07/31/2028	91282CHQ7	1,000,000.00	AA+	Aa1	2/15/2024	2/16/2024	995,039.06	4.25	17,206.49	996,566.68	1,011,914.00
US TREASURY N/B DTD 10/31/2023 4.875% 10/31/2028	91282CJF9	1,000,000.00	AA+	Aa1	2/22/2024	2/26/2024	1,021,953.13	4.35	8,213.32	1,016,086.55	1,035,859.00
US TREASURY N/B DTD 11/16/1998 5.250% 11/15/2028	912810FF0	1,000,000.00	AA+	Aa1	4/2/2024	4/3/2024	1,036,093.75	4.38	6,705.16	1,026,380.32	1,047,539.00
US TREASURY N/B DTD 01/02/2024 3.750% 12/31/2028	91282CJR3	1,000,000.00	AA+	Aa1	4/2/2024	4/3/2024	972,304.69	4.40	101.90	979,024.72	1,000,625.00

Security Type/Description Dated Date/Coupon/Maturity	CUSIP	Par	S&P Rating	Moody's Rating	Trade Date	Settle Date	Original Cost	YTM at Cost	Accrued Interest	Amortized Cost	Market Value
U.S. Treasury											
US TREASURY N/B DTD 01/31/2024 4.000% 01/31/2029	91282CJW2	1,000,000.00	AA+	Aa1	2/15/2024	2/16/2024	990,585.94	4.21	16,685.08	993,005.73	1,008,867.00
US TREASURY N/B DTD 02/29/2024 4.250% 02/28/2029	91282CKD2	1,000,000.00	AA+	Aa1	3/1/2024	3/5/2024	999,492.19	4.26	14,205.16	999,616.98	1,017,461.00
US TREASURY N/B DTD 04/01/2024 4.125% 03/31/2029	91282CKG5	1,000,000.00	AA+	Aa1	4/2/2024	4/3/2024	988,632.81	4.38	10,368.85	991,240.98	1,013,398.00
US TREASURY N/B DTD 04/30/2024 4.625% 04/30/2029	91282CKP5	450,000.00	AA+	Aa1	5/9/2024	5/13/2024	453,058.59	4.47	3,506.45	452,418.03	464,009.85
US TREASURY N/B DTD 07/31/2024 4.000% 07/31/2029	91282CLC3	745,000.00	AA+	Aa1	8/1/2024	8/2/2024	749,627.15	3.86	12,430.39	748,848.62	751,868.15
US TREASURY N/B DTD 09/03/2024 3.625% 08/31/2029	91282CLK5	750,000.00	AA+	Aa1	9/5/2024	9/6/2024	752,314.45	3.56	9,087.13	751,963.86	746,162.25
US TREASURY N/B DTD 10/31/2024 4.125% 10/31/2029	91282CLR0	3,400,000.00	AA+	Aa1	11/14/2024	11/15/2024	3,374,367.19	4.30	23,629.08	3,377,327.62	3,448,079.40
Security Type Sub-Total		27,790,000.00					27,257,576.97	3.30	204,070.30	27,622,544.53	27,694,236.38
Joint Powers Authority											
CAMP Pool		2,256,149.72	AAAm	NR			2,256,149.72		0.00	2,256,149.72	2,256,149.72
Security Type Sub-Total		2,256,149.72					2,256,149.72		0.00	2,256,149.72	2,256,149.72
Corporate											
BRISTOL-MYERS SQUIBB CO (CALLABLE) DTD 11/13/2020 0.750% 11/13/2025	110122DN5	225,000.00	A	A2	3/14/2022	3/16/2022	210,096.00	2.66	225.00	223,506.20	222,007.95
ALPHABET INC (CALLABLE) DTD 08/09/2016 1.998% 08/15/2026	02079KAC1	300,000.00	AA+	Aa2	3/14/2022	3/16/2022	294,777.00	2.42	2,264.40	298,672.06	293,490.00
TARGET CORP (CALLABLE) DTD 01/24/2022 1.950% 01/15/2027	87612EBM7	25,000.00	A	A2	1/19/2022	1/24/2022	24,957.50	1.99	224.79	24,986.85	24,214.03
TARGET CORP (CALLABLE) DTD 01/24/2022 1.950% 01/15/2027	87612EBM7	200,000.00	A	A2	3/14/2022	3/16/2022	194,764.00	2.53	1,798.33	198,331.95	193,712.20

Security Type/Description Dated Date/Coupon/Maturity	CUSIP	Par	S&P Rating	Moody's Rating	Trade Date	Settle Date	Original Cost	YTM at Cost	Accrued Interest	Amortized Cost	Market Value
Corporate											
BANK OF AMERICA CORP (CALLABLE) DTD 10/21/2016 3.248% 10/21/2027	06051GGA1	225,000.00	A-	A1	1/3/2023	1/5/2023	210,411.00	4.78	1,421.00	217,984.43	220,676.63
TEXAS INSTRUMENTS INC (CALLABLE) DTD 11/03/2017 2.900% 11/03/2027	882508BC7	285,000.00	A+	Aa3	1/3/2023	1/5/2023	267,880.05	4.29	1,331.58	276,705.99	278,017.50
MASTERCARD INC (CALLABLE) DTD 02/27/2025 4.550% 03/15/2028	57636QBF0	225,000.00	A+	Aa3	3/3/2025	3/4/2025	226,869.75	4.25	3,526.25	226,674.41	228,075.07
JPMORGAN CHASE & CO (CALLABLE) DTD 04/22/2024 5.581% 04/22/2030	46647PEG7	465,000.00	A	A1	4/22/2025	4/23/2025	475,741.50	5.05	4,974.07	475,276.42	482,759.28
Security Type Sub-Total		1,950,000.00					1,905,496.80	3.86	15,765.42	1,942,138.31	1,942,952.66
Managed Account Sub Total		29,740,000.00					29,163,073.77	3.34	219,835.72	29,564,682.84	29,637,189.04
Securities Sub Total		\$31,996,149.72					\$31,419,223.49	3.34%	\$219,835.72	\$31,820,832.56	\$31,893,338.76
Accrued Interest											\$219,835.72
Total Investments											\$32,113,174.48

Quarterly Portfolio Transactions

Trade Date	Settle Date	Par (\$)	CUSIP	Security Description	Coupon	Maturity Date	Transact Amount (\$)	Yield at Market	Realized G/L (BV)
BUY									
4/22/2025	4/23/2025	465,000.00	46647PEG7	JPMORGAN CHASE & CO (CALLABLE)	5.58%	4/22/2030	475,813.59	5.05%	
Total BUY		465,000.00					475,813.59		0.00
CALL									
4/22/2025	4/22/2025	220,000.00	46647PBK1	JPMORGAN CHASE & CO (CALLABLE)	2.08%	4/22/2026	220,000.00	2.08%	
6/5/2025	6/5/2025	205,000.00	20030NBN0	COMCAST CORP (CALLABLE)	3.37%	8/15/2025	207,113.96	3.38%	
Total CALL		425,000.00					427,113.96		0.00
INTEREST									
4/1/2025	4/1/2025		12189LAV3	BURLINGTN NORTH SANTA FE (CALLABLE)	3.00%	4/1/2025	3,150.00		
4/13/2025	4/13/2025		023135CE4	AMAZON.COM INC	3.00%	4/13/2025	6,000.00		
4/21/2025	4/21/2025		06051GGA1	BANK OF AMERICA CORP (CALLABLE)	3.24%	10/21/2027	3,654.00		
4/22/2025	4/22/2025		46647PBK1	JPMORGAN CHASE & CO (CALLABLE)	2.08%	4/22/2026	2,291.30		
4/30/2025	4/30/2025		91282CJF9	US TREASURY N/B	4.87%	10/31/2028	24,375.00		
4/30/2025	4/30/2025		91282CKP5	US TREASURY N/B	4.62%	4/30/2029	10,406.25		
4/30/2025	4/30/2025		91282CLR0	US TREASURY N/B	4.12%	10/31/2029	70,125.00		
4/30/2025	4/30/2025		91282CHA2	US TREASURY N/B	3.50%	4/30/2028	17,500.00		
4/30/2025	4/30/2025		912828ZN3	US TREASURY N/B	0.50%	4/30/2027	2,087.50		
5/3/2025	5/3/2025		882508BC7	TEXAS INSTRUMENTS INC (CALLABLE)	2.90%	11/3/2027	4,132.50		

Quarterly Portfolio Transactions

Trade Date	Settle Date	Par (\$)	CUSIP	Security Description	Coupon	Maturity Date	Transact Amount (\$)	Yield at Market	Realized G/L (BV)
INTEREST									
5/11/2025	5/11/2025		037833DT4	APPLE INC (CALLABLE)	1.12%	5/11/2025	2,250.00		
5/13/2025	5/13/2025		110122DN5	BRISTOL-MYERS SQUIBB CO (CALLABLE)	0.75%	11/13/2025	843.75		
5/15/2025	5/15/2025		912810FF0	US TREASURY N/B	5.25%	11/15/2028	26,250.00		
5/31/2025	5/31/2025		91282CCF6	US TREASURY N/B	0.75%	5/31/2026	3,487.50		
5/31/2025	5/31/2025		912828ZT0	US TREASURY N/B	0.25%	5/31/2025	1,250.00		
6/30/2025	6/30/2025		91282CJR3	US TREASURY N/B	3.75%	12/31/2028	18,750.00		
Total INTEREST		0.00					196,552.80		0.00
MATURITY									
4/1/2025	4/1/2025	210,000.00	12189LAV3	BURLINGTN NORTH SANTA FE (CALLABLE)	3.00%	4/1/2025	210,000.00		
4/13/2025	4/13/2025	400,000.00	023135CE4	AMAZON.COM INC	3.00%	4/13/2025	400,000.00		
5/11/2025	5/11/2025	400,000.00	037833DT4	APPLE INC (CALLABLE)	1.12%	5/11/2025	400,000.00		
5/31/2025	5/31/2025	1,000,000.00	912828ZT0	US TREASURY N/B	0.25%	5/31/2025	1,000,000.00		
Total MATURITY		2,010,000.00					2,010,000.00		0.00

Important Disclosures

This material is for general information purposes only and is not intended to provide specific advice or a specific recommendation, as it was prepared without regard to any specific objectives or financial circumstances.

PFMAM professionals have exercised reasonable professional care in the preparation of this performance report. Information in this report is obtained from sources external to PFMAM and is generally believed to be reliable and available to the public; however, we cannot guarantee its accuracy, completeness or suitability. We rely on the client's custodian for security holdings and market values. Transaction dates reported by the custodian may differ from money manager statements. While efforts are made to ensure the data contained herein is accurate and complete, we disclaim all responsibility for any errors that may occur. References to particular issuers are for illustrative purposes only and are not intended to be recommendations or advice regarding such issuers. Fixed income manager and index characteristics are gathered from external sources. When average credit quality is not available, it is estimated by taking the market value weights of individual credit tiers on the portion of the strategy rated by a NRSRO.

It is not possible to invest directly in an index. The index returns shown throughout this material do not represent the results of actual trading of investor assets. Third-party providers maintain the indices shown and calculate the index levels and performance shown or discussed. Index returns do not reflect payment of any sales charges or fees an investor would pay to purchase the securities they represent. The imposition of these fees and charges would cause investment performance to be lower than the performance shown.

The views expressed within this material constitute the perspective and judgment of PFMAM at the time of distribution and are subject to change. Any forecast, projection, or prediction of the market, the economy, economic trends, and equity or fixed-income markets are based upon certain assumptions and current opinion as of the date of issue and are also subject to change. Some, but not all assumptions are noted in the report. Assumptions may or may not be proven correct as actual events occur, and results may depend on events outside of your or our control. Changes in assumptions may have a material effect on results. Opinions and data presented are not necessarily indicative of future events or expected performance.

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- This information is for institutional investor use only, not for further distribution to retail investors, and does not represent an offer to sell or a solicitation of an offer to buy or sell any fund or other security. Investors should consider the Trust's investment objectives, risks, charges and expenses before investing in the Trust. This and other information about the Trust is available in the Trust's current Information Statement, which should be read carefully before investing. A copy of the Trust's Information Statement may be obtained by calling 1-800-729-7665 or is available on the Trust's website at www.camponline.com. While the Cash Reserve Portfolio seeks to maintain a stable net asset value of \$1.00 per share and the CAMP Term Portfolio seeks to achieve a net asset value of \$1.00 per share at the stated maturity, it is possible to lose money investing in the Trust. An investment in the Trust is not insured or guaranteed by the Federal Deposit Insurance Corporation or any other government agency. Shares of the Trust are distributed by U.S. Bancorp Investments, Inc., member FINRA (www.finra.org) and SIPC (www.sipc.org). PFM Asset Management is a division of U.S. Bancorp Asset Management, Inc., which serves as administrator and investment adviser to the Trust. U.S. Bancorp Asset Management, Inc. is a direct subsidiary of U.S. Bank N.A. and an indirect subsidiary of U.S. Bancorp. U.S. Bancorp Investments, Inc. is a subsidiary of U.S. Bancorp and affiliate of U.S. Bank N.A.
- Generally, PFMAM's market prices are derived from closing bid prices as of the last business day of the month as supplied by ICE Data Services. There may be differences in the values shown for investments due to accrued but uncollected income and the use of differing valuation sources and methods. Non-negotiable FDIC-insured bank certificates of deposit are priced at par. Although PFMAM believes the prices to be reliable, the values of the securities may not represent the prices at which the securities could have been bought or sold. Explanation of the valuation methods for a registered investment company or local government investment program is contained in the appropriate fund offering documentation or information statement.
- In accordance with generally accepted accounting principles, information is presented on a trade date basis; forward settling purchases are included in the monthly balances, and forward settling sales are excluded.
- Performance is presented in accordance with the CFA Institute's Global Investment Performance Standards (GIPS). Unless otherwise noted, performance is shown gross of fees. Quarterly returns are presented on an unannualized basis. Returns for periods greater than one year are presented on an annualized basis. **Past performance is not indicative of future returns.**
- ICE Bank of America Indices provided by Bloomberg Financial Markets.
- Money market fund/cash balances are included in performance and duration computations.
- Standard & Poor's is the source of the credit ratings. Distribution of credit rating is exclusive of money market fund/LGIP holdings.
- Callable securities in the portfolio are included in the maturity distribution analysis to their stated maturity date, although, they may be called prior to maturity.
- MBS maturities are represented by expected average life.

Glossary

- **Accrued Interest:** Interest that is due on a bond or other fixed income security since the last interest payment was made.
- **Agencies:** Federal agency securities and/or Government-sponsored enterprises.
- **Amortized Cost:** The original cost of the principal of the security is adjusted for the amount of the periodic reduction of any discount or premium from the purchase date until the date of the report. Discount or premium with respect to short-term securities (those with less than one year to maturity at time of issuance) is amortized on a straight line basis. Such discount or premium with respect to longer-term securities is amortized using the constant yield basis.
- **Asset-Backed Security:** A financial instrument collateralized by an underlying pool of assets – usually ones that generate a cash flow from debt, such as loans, leases, credit card balances, and receivables.
- **Bankers' Acceptance:** A draft or bill of exchange accepted by a bank or trust company. The accepting institution guarantees payment of the bill as well as the insurer.
- **Commercial Paper:** An unsecured obligation issued by a corporation or bank to finance its short-term credit needs, such as accounts receivable and inventory.
- **Contribution to Total Return:** The weight of each individual security multiplied by its return, then summed for each sector to determine how much each sector added or subtracted from the overall portfolio performance.
- **Effective Duration:** A measure of the sensitivity of a security's price to a change in interest rates, stated in years.
- **Effective Yield:** The total yield an investor receives in relation to the nominal yield or coupon of a bond. Effective yield takes into account the power of compounding on investment returns, while nominal yield does not.
- **FDIC:** Federal Deposit Insurance Corporation. A federal agency that insures bank deposits to a specified amount.
- **Interest Rate:** Interest per year divided by principal amount and expressed as a percentage.
- **Market Value:** The value that would be received or paid for an investment in an orderly transaction between market participants at the measurement date.
- **Maturity:** The date upon which the principal or stated value of an investment becomes due and payable.
- **Negotiable Certificates of Deposit:** A CD with a very large denomination, usually \$1 million or more, that can be traded in secondary markets.
- **Par Value:** The nominal dollar face amount of a security.
- **Pass-through Security:** A security representing pooled debt obligations that passes income from debtors to its shareholders. The most common type is the mortgage-backed security.

Glossary

- Repurchase Agreements: A holder of securities sells these securities to an investor with an agreement to repurchase them at a fixed price on a fixed date.
- Settle Date: The date on which the transaction is settled and monies/securities are exchanged. If the settle date of the transaction (i.e., coupon payments and maturity proceeds) occurs on a non-business day, the funds are exchanged on the next business day.
- Supranational: A multinational union or association in which member countries cede authority and sovereignty on at least some internal matters to the group, whose decisions are binding on its members.
- Trade Date: The date on which the transaction occurred; however, the final consummation of the security transaction and payment has not yet taken place.
- Unsettled Trade: A trade which has been executed; however, the final consummation of the security transaction and payment has not yet taken place.
- U.S. Treasury: The department of the U.S. government that issues Treasury securities.
- Yield: The rate of return based on the current market value, the annual interest receipts, maturity value, and the time period remaining until maturity, stated as a percentage on an annualized basis.
- YTM at Cost: The yield to maturity at cost is the expected rate of return based on the original cost, the annual interest receipts, maturity value, and the time period from purchase date to maturity, stated as a percentage on an annualized basis.
- YTM at Market: The yield to maturity at market is the rate of return based on the current market value, the annual interest receipts, maturity value, and the time period remaining until maturity, stated as a percentage on an annualized basis.

Type*	Name of Institution	Rate	Maturity****	Cost Amount	Market Value**
Investments in Wells Fargo Bank Account					
-	Commercial Checking Acct Public Funds	0.000%	6/30/2025	\$ 6,616,693.60	\$ 6,616,693.60
Investments with Wells Fargo Investment Advisors:					
9	Institutional Money Market	0.185%	N/A	1,948,500.68	1,948,500.68
Investments with State of California:					
3	Local Agency Investment Fund (LAIF)-City	4.400%	N/A	20,315,464.27	20,339,808.49
Investments with CalTRUST					
11	Short-Term Investment Account-City	0.364%	N/A	311,146.21	311,146.21
Investments with CAMP					
13	Short-Term Investment Account-City	4.400%	N/A	59,256,234.31	59,256,234.31
Total Investments Other than Bond Proceeds				88,448,039.07	88,472,383.29
Investments with Wells Fargo Trust (bond proceeds): ***					
2021 Refunding Revenue Bonds					
9	Government Money Market				
	Wells Fargo Advantage Gov MM Svc	1.310%	N/A	154,619.50	154,619.50
2014 Refunding Revenue Bonds					
9	Government Money Market				
	Wells Fargo Advantage Gov MM Svc	1.310%	N/A	396,191.13	396,191.13
Investments with USBank Trust (bond proceeds): ***					
2016 Lease Revenue Bonds					
9	Government Money Market				
	USBank - First American Government Obligation	0.000%	N/A	0.54	0.54
Total Investments of Bond Proceeds				550,811.17	550,811.17
Managed Investments with PFM (Detail Attached)					
	CAMP POOL		See Detail	2,256,149.72	2,256,149.72
	Managed Investments		See Detail	29,163,073.77	29,637,189.04
Total Managed Investments				31,419,223.49	31,893,338.76
Total All City Investments				\$ 120,418,073.73	\$ 120,916,533.22
Accrued Interest of Investments other than Bond Proceeds:					
	Wells Fargo Investment Advisors			3,603.39	
	Local Agency Investment Fund			187,787.59	
	CalTRUST			1,134.05	
	PFM (Asset Management& CAMP)			433,600.02	
	Accrued Interest as of 06/30/25			\$ 626,125.05	

* **Type of investment** as described in Authorized Investments section of the City's adopted Investment Policy

- | | | |
|--------------------------------------|-----------------------|---------------------------------|
| 1. U.S. Government Securities | 5. Bankers Acceptance | 9. Money market funds |
| 2. U.S. Government Agency Securities | 6. Commercial Paper | 10. Repurchase agreements |
| 3. Local Agency Investment Fund | 7. Medium term notes | 11. CalTRUST Short Term Account |
| 4. Certificates of Deposit | 8. Mutual funds | 12. Overnight Sweep |
| 13. CAMP Joint Powers Authority | | |

** **Market Valuation** for LAIF was obtained at <https://www.treasurer.ca.gov/pmia-laiif/mktvalue/2025/202506.pdf>

Market value for all other investments was obtained from FT Interactive Data. As the City holds its investments to maturity, market value fluctuations are not significant.

*** **Investment of bond proceeds** is governed by each bond's Trust Agreement. All of the amounts with Wells Fargo Trust are debt service reserve funds. Investment income remains with the individual bond accounts.

**** With the exception of CDs and managed investments, except for the CAMP POOL, all accounts have same day or next-day liquidity

The City of Oakley is in compliance with the City's annually adopted investment policy and is able to meet its operating expenditure requirements for the next six months.



Approved by Jeri Tejada
Administrative Service Director

07/31/2025

Date

DATE: August 12, 2025
TO: Joshua McMurray, City Manager
FROM: Jeri Tejada, Administrative Service Director
SUBJECT: City of Oakley as Successor Agency to the Oakley Redevelopment Agency – Quarterly Investment Report (4th Quarter FY 24/25)

Approved and
Forwarded to the
City Council

Background and Analysis

California law and the City's Investment Policy require the Agency's fiscal officer to submit a quarterly investment report to the Agency's governing board. The report should contain information on all securities held and include a statement denoting the ability of the local agency to meet its expenditure requirements for the next six months.

Fiscal Impact

The Investment Report for the Period Ending June 30, 2025, attached shows a balance of \$1,418,672.14 in cash for operations before the City receives the next distribution from the Department of Finance requested with the ROPS. To increase annual cash flow savings of refunding bonds, cash reserves were applied to bond insurance with Build America Mutual (BAM). The Reserve Requirements are satisfied in face amounts of \$571,000.00 for 2015 Bonds and \$1,827,318.76 for 2018 Bonds.

The Agency is in compliance with the City's annually adopted investment policy. The tax revenues distributed to the Agency is sufficient to make the Agency's enforceable obligation payments as approved by the Department of Finance.

Staff Recommendation

Staff recommends the City Council, as the Board of the Successor Agency, accept the investment report for the 4th Quarter of Fiscal Year 24/25.

Attachments

1. City of Oakley as Successor Agency to the Redevelopment Agency Investment Report for the quarter ended June 30, 2025.





City of Oakley as Successor Agency to the
Oakley Redevelopment Agency
Quarterly Investment Report
For the Quarter Ended June 30, 2025

Type*	Name of Institution	Rate	Maturity***	Cost Amount	Market Value
Investments in Wells Fargo Bank Account					
	Successor Agency Checking	0.680%	N/A	\$ 1,418,672.14	\$ 1,418,672.14
Total Investments Other than Bond Proceeds				1,418,672.14	1,418,672.14
Investments with US Bank Trust (bond proceeds): **					
	20015 A&B Tax Allocation Refunding Bonds			-	-
	2018 Tax Allocation Refunding Bonds			-	-
Total Investments of Bond Proceeds				-	-
Total Agency Investments				\$ 1,418,672.14	\$ 1,418,672.14

* **Type of investment** as described in Authorized Investments section of the City's adopted Investment Policy

- | | | |
|--------------------------------------|-----------------------|---------------------------------|
| 1. U.S Government Securities | 5. Bankers Acceptance | 9. Money market funds |
| 2. U.S. Government Agency Securities | 6. Commercial Paper | 10. Repurchase agreements |
| 3. Local Agency Investment Fund | 7. Medium term notes | 11. CalTRUST Short Term Account |
| 4. Certificates of Deposit | 8. Mutual funds | 12. Overnight Sweep |

** **Investment of bond proceeds** is governed by each bond's Trust Agreement. Reserve Requirements are satisfied by BAM surety policy in face amounts equal to \$571,000 for 2015 Bonds and \$1,827,318.76 for 2018 Bonds.

*** All Successor Agency accounts have same day or next day liquidity

The City of Oakley, as Successor Agency to the Oakley Redevelopment Agency, is in compliance with the City's annually adopted investment policy.

Jeri Tejada

Approved by Jeri Tejada
Administrative Services Director

07/31/2025

Date

July 2025 New In-Town Business Licenses

Full Name	Primary contact email address	Full Primary Address	Active Licenses
A. MEADOWS INVESTMENTS III, LLC	AARON@GOLDENSTATEPUREMAINTENANCE.COM	3373 MAIN ST OAKLEY CA 94561	BUSINESS LICENSE
AMY GONZALEZ	AMYG2K6@GMAIL.COM	3663 MAIN ST OAKLEY CA 94561-5781	BUSINESS LICENSE
CZM RESTAURANTS, INC	CSCHEFLER@GMAIL.COM	3080 MAIN ST OAKLEY CA 94561	BUSINESS LICENSE
GLASS PONYS LLC	PAULAWIENS@HOTMAIL.COM	4845 CARRINGTON DR OAKLEY CA 94561-4138	HOME BASED BUSINESS LICENSE
GLIEDT & STONE INSURANCE SERVICES, INC	JJGINTY13@AOL.COM	4887 WINCHESTER DR OAKLEY CA 94561	HOME BASED BUSINESS LICENSE
HALEY BOUTIQUE GIFTS		415 ROCKY MOUNTAIN WAY OAKLEY CA 94561	HOME BASED BUSINESS LICENSE
KIMBALL BOOKKEEPING	fabfracturedfashion@gmail.com	4875 CHABLIS CT OAKLEY CA 94561-1810	HOME BASED BUSINESS LICENSE
MODULAR INNOVATIONS		1851 GATEWAY DR OAKLEY CA 94561-2620	HOME BASED BUSINESS LICENSE
MUZ KNUCKLES BBQ	MUZKNUCKLESBBQ@GMAIL.COM	3877 ACORN DR OAKLEY CA 94561-4300	BUSINESS LICENSE - DOES NOT HAVE A VALID MOBILE VENDOR PERMIT
NEXT LEVEL HOMES INC	JNIELSEN@NEXTLEVELHOMESGC.COM	585 SAPPHIRE PKWY OAKLEY CA 94561	HOME BASED BUSINESS LICENSE
NOMOWMANI LLC	MATT@NOMOWMANI.COM	568 HACIENDA DR OAKLEY CA 94561-4202	HOME BASED BUSINESS LICENSE
RAMIREZ STUDIO		804 CHIANTI WAY OAKLEY CA 94561-2359	HOME BASED BUSINESS LICENSE
THE HAPPY BAKER	JNF4@COMCAST.NET	2639 E CYPRESS RD OAKLEY CA 94561-5043	HOME BASED BUSINESS LICENSE
13			

DATE: August 12, 2025
TO: Joshua McMurray, City Manager
FROM: Jeri Tejada, Administrative Services Director
SUBJECT: Receive an update on Studio 55 and receive direction on future fees and residency requirements

Approved and
Forwarded to the
City Council

Background and Analysis

Studio 55 opened for our community members 55 and above on May 1, 2025. Overall, the opening of Studio 55 has been a great success. In the first three months the City has welcomed hundreds of community members 55 and above to our program.

In addition to senior programming, the City has partnered with Contra Costa County providing meal services through Café Costa. Meals services were on Wednesdays from May 1st through June 30th and went to four days per week (Monday-Thursday) on July 1st. While Café Costa meal services increase each week, we are still striving to reach more of the community.

This work session is intended to provide statistics related to membership, programming and Café Costa as well as to receive direction from council on membership and fees for the calendar year 2026 and the potential for a scholarship program.

Consistency with the Oakley Strategic Plan 27+

This item is consistent with the Strategic Plan 27+ goal for Community and Collaborative Partnerships in building a strong community and collaborative partnerships to be mutually beneficial and shared goals.

Fiscal Impact

There is no fiscal impact related to this work session.

Staff Recommendation

Staff recommends the City Council receive the update on the Senior Center Project.

Attachments



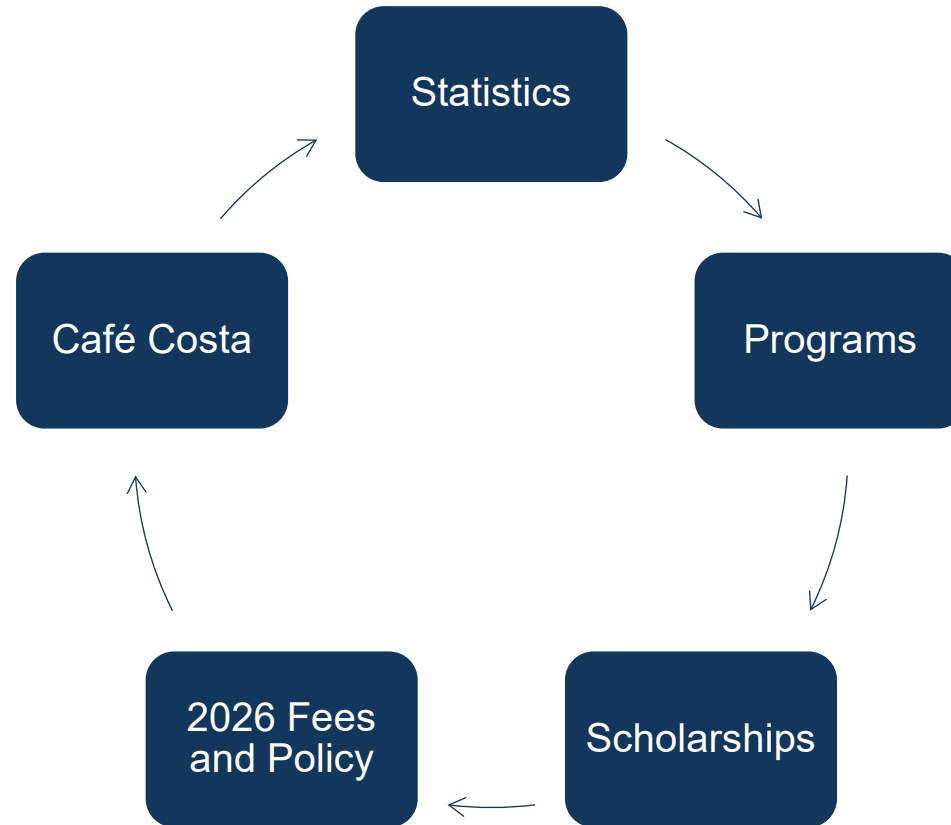


Studio 55





Work Session Agenda





Membership

293-Total

- As of 07/25/25

174-Active

- Have attended at least one program

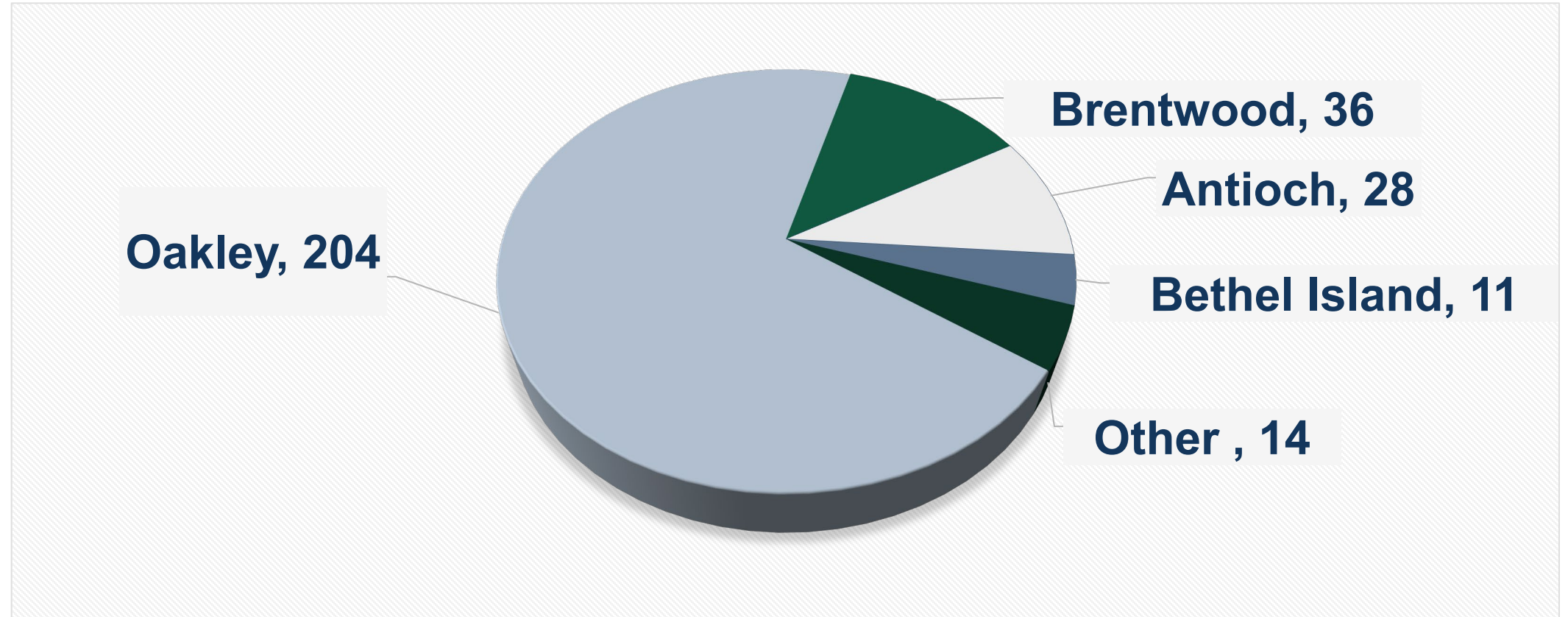
42-Core Users

- Actively attending multiple programs weekly





Members By City





Monday

Program/Activity	Time Offered	Average Attendance	Highest Attendance
Pickleball	7am – 8:30am	9	15
Cane-Do	11am – 12pm	2	5
Movie Monday	12pm – 2 pm	2	2
Square Dancing	7pm – 9pm	17	20

Add Additional 2 hours of Pickleball (7am-10:30am)



Tuesday

Program/Activity	Time Offered	Average Attendance	Highest Attendance
Essentrics	9:15am – 10:15am	21	26
Ukulele	10am – 11:30am	11	14
Game Time	12:00pm – 2:00pm	1	2

Add Beginning Square Dance as an afternoon Session
Senior Painting Class as an afternoon Session



Wednesday

Program/Activity	Time Offered	Average Attendance	Highest Attendance
Pickleball	7am – 8:30am	9	15
Fiber Arts (basic)	10am – 11:30am	12	14
Fiber Arts (Advanced)	12:30pm – 2:00pm	10	19
Senior Safety	12:30pm – 2:00pm	3	6

Add Additional 2 hours of Pickleball 7am-10:30am
Add New Pickleball Session from 5:30pm – 7:00pm



Thursday

Program/Activity	Time Offered	Average Attendance	Highest Attendance
Essentrics	9:00am – 10:00am	21	26
Line Dance	10:15am – 11:00am	10	11
Walking Club	10:15am – 11:15am	0	4
Cooking(class is capped at 6)	2pm – 3pm	6	6
Cooking(class is capped at 6)	4pm – 5pm	6	6

No Additions Planned



Café Costa

Day	Average Attendance	Highest Attendance
Monday	12	15
Tuesday	18	22
Wednesday	25	29
Thursday	12	17

*Lunch is not served on Friday



Café Costa Eligibility Criteria

Older
Adults
(60+)

- Individuals aged 60 or older are eligible to receive congregate meals.

Spouses

Spouses of eligible participants, regardless of age, may also receive meals if they accompany the older adult to the congregate meal site.

Individuals
with
Disabilities

Individuals under 60 with disabilities who live with and accompany an eligible older adult to a congregate meal site may receive meals.

Volunteers

Individuals, regardless of age, who provide volunteers services during meal hours may be offered meals, if an extra meal exists.



Seasonal Celebrations

Independence Day Senior Sundaes – was a great success

- We had approx. 50 in attendance for games and ice cream sundaes

Upcoming Celebrations

- Hot August Nights (08/27)
- Senior September Brunch(9/24)
- Oktoberfest (08/22)
- Thanksgiving Feast (11/19)
- Santa Senior Soiree (12/10)





How can we improve?

- A few of the programs have low attendance.
 - Change the marketing of the program to increase attendance
 - Consider replacing them with a more popular program
- Activities like Movie Monday, Game Day and Walking Club have low attendance
 - Re-Evaluate attendance to see if 4 days a week lunch increase attendance
- Studio 55 social space is under utilized
 - Busy during lunch 11-1230 but empty most other times as people attend programs but are not staying after the program unless it is for lunch.



Discussion Items

- Annual Membership Fee
 - Previous discussion was \$25 annually (waived in 2025)
 - Will there be an annual fee for 2026?
 - If yes, how much?
 - Is the fee different for Oakley resident vs Non-resident?
 - Do we pro-rate if someone signs up mid-year?



Discussion Items

- Age 55 and up to be a Member of Studio 55
 - Is this only a senior program? Staff needs a clear definition of who we serve.
 - If there is consideration of allowing under 55 staff will need clear direction on how we determine eligibility.
 - Cafe Costa Guidelines still apply, and we can not override those and offer meal services to those that do not meet the criteria



Scholarship Program

FY 2025/26 has a \$10,000 budget

Allows for the waiver of fees for one program per year per person (Kids programming (under 18) or Studio 55 Membership)

Provide Proof of Area Median Income (AMI) as provided annually by HUD and Residency

Any Questions?

