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, April 09, 2024
6:30 PM

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

NOTE: Councilmember Fuller will join via teleconference. His location is the Hilton Garden Inn Philadelphia Center City Room 973, 1100 Arch Street, Philadelphia, PA 19107.

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.

Agendas are posted in Oakley at Oakley City Hall-3231 Main Street, outside the gym at Delta Vista Middle School-4901 Frank Hengel Way and outside the Library at Freedom High School-1050 Neroly Road. Agendas are also posted on the City's Internet Website www.ci.oakley.ca.us.

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, at the front counter in the Main Lobby of the Oakley City Hall located at 3231 Main Street, Oakley, CA 94561. Agendas may be picked up at the Oakley City Hall located at 3231 Main Street, Oakley, CA 94561 for no charge. To request information regarding placement on the City's agenda e-mail distribution list, please contact us at (925) 625-7000.

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If you have a physically challenging condition and require special accommodations, please call the City Clerk's office at (925) 625-7000.

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 actionor 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.ci.oakley.ca.us/online-public-comment-card/.

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 (Daniel Adair, Delta Vista Middle School Student)

1.3 Proclamation Recognizing April 7-13, 2024, as National Library Week and Update from Oakley Library Manager Lisa Cano-Loomis

Proclamation

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 of the Special Meeting of the Oakley City Council held February 24, 2024 (Libby Vreonis, City Clerk)

Minutes 02-24-24 with suggested revisions

4.2 Approve Minutes from the Regular Joint City Council/City Council Acting as the Successor Agency to the Redevelopment Agency and Special Public Financing Authority Meeting held March 26, 2024 (Libby Vreonis, City Clerk)

Minutes 03-26-24

4.3 Accept Report Out of Closed Session Memo (Derek Cole, City Attorney)

Memo

4.4 Adopt a Resolution Accepting a Grant Deed Conveying to the City of Oakley Certain Real Property Interests (portions of APN 034-090-022, located at Laurel Road and O'Hara Avenue) (Derek Cole, City Attorney)

Staff Report
1. Proposed Resolution Accepting Real Property

4.5 Adopt a Resolution Accepting as complete the work associated with Capital Improvement Project Number 249 – Recreation Center Emergency Generator Project (Kevin Rohani, P.E., Public Works Director/City Engineer)

Staff Report
1. Resolution
2. Notice of Completion

4.6 Accept the Fiscal Year (FY) 2023/24 Third Quarter Report on the Capital Improvement Program (Kevin Rohani, P.E., Public Works Director/City Engineer)

Staff Report

4.7 Adopt a Resolution Authorizing the City Manager to execute a Consulting Services Agreement with Francisco & Associates, Inc. for preparation of professional special Police Tax Services (P6), Community Facility District (CFD), Lighting and Landscape Assessment District (LLAD), and Common Area Maintenance (CAM) for FY 2024/25 and FY 2025/26 (Kevin Rohani, P.E., Public Works Director/City Engineer)

Staff Report
1. Resolution
2. Proposal

4.8 Adopt a Resolution Approving a Subdivision Improvement Agreement and Final Map for Machado Property Subdivision 9615 located at the southwest corner of East Cypress Road and Machado Lane (Kevin Rohani, P.E., Public Works Director/City Engineer)

Staff Report
1. Vicinity Map
2. Resolution Approving the Final Map
3. Resolution Approving the Subdivision Improvement Agreement
4. Subdivision Improvement Agreement w/ Exhibits A-E
5. Reduction of Subdivision 9615 Machado Property Final Map

4.9 Adopt a Resolution Awarding a Construction Contract to K&K JL Services, Inc. for the construction of the Public Works Operations Building Remodeling Project, Capital Improvement Project Number 303 (Kevin Rohani, P.E., Public Works Director/City Engineer)

Staff Report
1. Resolution
2. Bid Summary

4.10 Adopt a Resolution Appointing a Representative to the Contra Costa County Advisory Council on Aging for a Two-Year Term (Libby Vreonis, City Clerk)

Staff Report
1. Application and Resume
2. Proposed Resolution

5.PUBLIC HEARINGS

6.REGULAR CALENDAR

6.1 Approve a Letter of Support for Senate Bill 1034 (SB 1034) regarding a California Public Record Act response extension during a declared State of

Emergency (Libby Vreonis, City Clerk)
Staff Report
1. Proposed Letter of Support

6.2 Adopt a Resolution Approving the Design and Construction Agreement with Contra Costa Water District for the Canal Undergrounding Project Segment 5A on East Cypress Road at Jersey Island Road associated with Capital Improvement Project (CIP) Number 310 (Kevin Rohani, P.E., Public Works Director/City Engineer)
Staff Report
1. Resolution
2. Project Vicinity Map
3. Contra Costa Canal Replacement Project Exhibit
4. Agreement

7.REPORTS

7.1 CITY MANAGER
(a) City Manager
(b) Business License Update

(b) March 2024 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 Report to the City Council Regarding Implementation of a Social Media Policy for Members of the City Council (Derek Cole, City Attorney)
Staff Report
1. Draft Ordinance Enacting Social Media Policy
2. Copy of United States Supreme Court Decision, Lindke v. Freed

9.CLOSED SESSION

9.1 CONFERENCE WITH LEGAL COUNSEL—EXISTING LITIGATION
Pursuant to Government Code Section 54956.9(d)(1)

County of Contra Costa et al. (and City of Oakley) v. Monsanto Company et al., Contra Costa Sup. Ct. Case No. C22-02818

Schaefers v. BNSF Railway Company et. al. (and City of Oakley), Contra Costa Sup. Ct. Case Nos. C22-01552 and C22-01555

McCalister v. Moeckel at al. (and City of Oakley), Contra Costa Sup. Ct. Case No. C23-00834

City of Oakley v. Scelsi, Contra Costa Sup. Ct. Case No. MSN16-1620

City of Oakley v. Rodriguez, Contra Costa Sup. Ct. Case No. N23-1091

10.ADJOURN

OAKLEY
CALIFORNIA

PROCLAMATION

National Library Week

April 7-13, 2024

WHEREAS, libraries offer the opportunity for everyone to connect with others, learn new skills, and pursue their passions, no matter where they are on life's journey; and

WHEREAS, libraries serve as trusted institutions, striving to ensure equitable access to information and services for all members of the community; and

WHEREAS, libraries are accessible and inclusive places that promote a sense of local connection and shared community goals; and

WHEREAS, libraries play a pivotal role in economic development by providing resources and support for job seekers, entrepreneurs, and small businesses, thus contributing to local prosperity and growth; and

WHEREAS, libraries are an essential public good and fundamental in democratic societies, working to protect the right to education and literacy, and promote the free exchange of information and ideas; and

WHEREAS, library workers are joining library supporters and advocates across the nation to celebrate National Library Week.

NOW, THEREFORE, BE IT RESOLVED that I, Anissa Williams, Mayor of the City of Oakley along with the members of the Oakley City Council, hereby proclaim, National Library Week, April 7-13, 2024. During this week, all residents are encouraged to visit their library and celebrate adventures and opportunities they unlock for us every day.

April 9, 2024

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Anissa Williams, Mayor

SPECIAL MEETING OF THE OAKLEY CITY COUNCIL
HELD FEBRUARY 24, 2024

1. Call to Order and Roll Call

   Mayor Anissa Williams called the meeting to order at 9:01am in the Oakley City Council Chambers located at 3231 Main Street, Oakley, California. Vice Mayor Shannon Shaw and Councilmembers Hugh Henderson, Dr. George Fuller, and Aaron Meadows were also present.

2. Pledge of Allegiance to the Flag

   Councilmember Henderson led the Pledge of Allegiance to the Flag.

3. Public Comments

   No public comments were submitted.

4. Work Session

   4.1 Governance Workshop

   Melissa Kuehne, ILG Senior Program Manager and Jennifer King, Consultant, introduced themselves and began their PowerPoint presentation.

   Ms. Kuehne provided an overview of the agenda and discussed objectives (leadership and governance refresher, review governance tools and gain additional insights about Council colleagues).

   The City Council and leadership team introduced themselves.

   Ms. Kuehne shared information about ILG and discussed leadership and governance (trust, accountability, responsiveness, and transparency).

   City Manager Joshua McMurray stated for the record that the City was subject to a ransomware attack Thursday and currently has no internet or phone capability so this meeting will not be livestreamed or recorded. He shared critical points including having good governance, being good stewards of resources, holding the highest ethical standards in decision making, being professional, and maintaining good morale.

   Ms. Kuehne asked Councilmembers to share what inspired them to run for City Council.

Dr. Fuller shared that he had differences in how the city was being governed and being managed by the former City Manager and the community did not feel it was getting the information it needed. He mentioned the then Council was doing things with 3 days' notice without public input then saying they had to do it and it was obvious developers were running the city. He shared that he wanted the public to participate, was glad the city went to districts, and when the City Manager left and there were three new members on the dais in 2020, and then two new members in 2022, he was happy to see something new and dynamic.

Councilmember Meadows shared that in the 1990s, he sat on the Oakley Municipal Advisory Council until it became a city, and his father was involved in local politics in the 1970s so he has been living it. He shared they have a family in business in Oakley which he has continued, and he looks at it as his city. He mentioned that he had some issues with the former City Manager but that did not influence his decision to run; it was good timing in his life to run for Council with his kids now being older.

Mayor Williams shared that during COVID, her job was furloughed, and she saw many people struggling during that time, so she started a Facebook group to connect people to resources, first doing things for first responders, then providing assistance to restaurants, and the group is now around 15,000 people today. She explained she wanted to do it on a larger scale to help others and take leadership in a positive direction. She mentioned in 3.5 years, she has a long list of things she has done to make the community better and make a difference in lives.

Vice Mayor Shaw shared that she works in Pittsburg and lives here where she joined a service club of which many elected were part of and they were normal, and with her family growing up, she began attended meetings, had an interest in the Planning Commission, then the City went to districts, so she started as a Planning Commissioner and then ran for and was elected to Council.

Councilmember Henderson shared that he has 37 years in public safety with police and fire, he watched the City incorporate, and there are projects the City is still trying to make happen that he is now part of.

Ms. King reviewed takeaways from the assessment interviews they conducted, including excellence in government, Council roles, successes, challenges, what is working well and where there is room for improvement. The Council had an opportunity to share their initial reactions to the feedback.

Dr. Fuller suggested they include fire department consolidation, an accomplishment for safety, along with E. Cypress Road. He shared that the hostility on the dais is untenable; Mayor Williams is flopping on the dais ~~and talking to others while his daughter was dying of pancreatic cancer.~~ in a manner that Dr. Fuller named "the Anissa flop," and council members Shaw, Meadows and Williams sharing private conversations while council member Fuller was speaking. This occurred during the year that council member Fuller's daughter was dying from Pancreatic Cancer. Council Member Fuller informed the persons in the meeting that his daughter had died May 23 2023, four days after he received his Doctorate in Special Education. He explained he had not informed anyone in City Hall, including the council, of the death except for the City Manager McMurray. Council Member Fuller stated he did not tell his colleagues of the cancer or death because he had learned from the death of his son his colleagues were "not type of people" to share such personal information. He mentioned there is ongoing group think, like with the Rotary, and he is moving forward but it is very uncomfortable. He mentioned they need to address group think, proper decorum, and social media to inform the community. He added that when they talk about policy, they should think about if they are being oppressive, privileged, controlling, or if they are facilitating knowledge for the community.

Ms. King mentioned they can have a group discussion and may have differences in opinion and often the best decisions come from talking those through; it is not group think, just decision making.

Mayor Williams commented that it is public and what everyone is thinking, and they've talked about a social media policy; she is huge proponent of social media but they need respect and decorum. She mentioned that she and Councilmember Meadows are diametrically opposed on matters, but they do not levy personal attacks. She mentioned there should be substantiation, correct wrong information, require factual basis on social media posts, and maintain a level of professionalism with that information.

Ms. King mentioned they won't develop a social media policy today, but it is helpful to have certainty.

Councilmember Meadows agreed with Mayor Wiliams in that they have differences in thought but respect each other. He mentioned Dr. Fuller is constantly attacking them for being on Rotary and wants to attack them all the time on social media, and that is the problem.

Ms. King mentioned that they all have a desire to work together for the greater good of the City; despite how uncomfortable it can be, the successes are significant.

Vice Mayor Shaw mentioned there has been a lot of conversation about social media which should be used to inform, but when it is used it to attack, there is already mistrust in politics throughout the country, it doesn't highlight the good things the City is doing; it looks like a clown show if they are all putting out their own things. She mentioned they need to explore how they use that platform to get information to the community, rather than as a platform to attack others and make negative comments. She mentioned that she has been on social media weekly and daily for a while this month, and she uses her time at the dais to defend herself when she should be giving attention to business. She added that they are not trying to silence anyone; everything they do gets spun and crazy accusations are made. She mentioned she would like to air things out today, get things off her chest, squash it, and move forward at Tuesday's meeting.

Ms. King mentioned that they can use space to do that. She addressed use of social media for personal attacks and that they never should use it to attack one another. She mentioned the social media policy would not be addressed tonight and it sounds like a Councilmember is characterizing an act of another.

Dr. Fuller mentioned he posted an email he received about ~~a~~ the philandering City Manager and was contacted by David ~~Wall with~~ Wahl of Rotary who told Mr. Fuller was a piece of "feces" (using the shit word) several times. Mr. Wahl continued calling him (then Mr. Fuller) who called him scum and unfit to be a Rotarian. He mentioned Mr. Wahl demanded Council Member Fuller resign from the Rotary Club of Oakley. Council Member Fuller refused to do so. Mr. Fuller subsequently was contacted my Vera Martinez, then the President of the Rotary Club of Oakley. She said the Club board asked Mr. Fuller to withdraw the post. Mr. Fuller refused. Ms. Martinez sent him a registered letter stating the board voted to remove Mr. Fuller from the Rotary Club of Oakley for unbecoming conduct of a Rotarian. In other words, the Rotary kicked him out. He mentioned he is told time and time again that Rotary is great but not even his time in Vietnam, working in Police, or as a special education teacher, was he ever called scum. He mentioned that they kicked him out of Rotary, and it was a major issue.

Councilmember Henderson shared that he requested this workshop and appreciates everyone putting time in to try and work with one another. He mentioned social media posts affects the Council with the Brown Act and how they look in the community.

Ms. Kuehne mentioned there has been focus on social media and the Brown Act, there are new laws and a lot of clarification needed; it has been captured and is on the staff's list of things to address.

Mr. McMurray commented that he has the future agenda items request from the Council for this, and staff is formulating something to bring to the Council in the near future.

Ms. King mentioned that the takeaways are generally positive, they are moving in the right direction, the things they have accomplished are great, and they are working on a process here which is achievable.

Ms. Kuehne reviewed the foundations for high-performing councils.

Mayor Williams mentioned the Council is not agreeing on everything to serve constituents to ensure their voices are heard, civil disagreement is a high performing act, they are a young performing city and there were decisions made by former Council that they don't all agree with, but she believes they are forward thinking as possible. She mentioned reading agenda packets, coming prepared, having an open mind about all issues, and the ability to pivot is important.

Ms. King mentioned that through disagreeing agreeably, they are able to have conversations and are keeping an eye out for the future and community.

Vice Mayor Shaw mentioned decisions were made before her time, but she supports them even though not hers, and she respects a vote when made by a majority. She mentioned McDonald's and Quick Quack were huge issues and she and Mayor Williams were on opposite sides of the vote. She shared that Mayor Williams received a complaint about her (Vice Mayor Shaw) vote and Mayor Williams defended her (Vice Mayor Shaw) vote even though it was opposite of hers (Mayor Williams); she can be on the losing end of a vote but can still be respectful, such as with the train platform and champion things that the City is doing.

Councilmember Henderson agreed with both. He mentioned when they do their homework, they should connect with staff so staff can get back to the Council with clarification; it is valuing staff time to make an efficient meeting.

Councilmember Meadows everything mentioned he is good with what has been said and it is what he would have said.

Dr. Fuller mentioned the Council needs to be informed, they need to understand constituents in their area, have a connection with the community, reflect values, and say what they stand for and let people make decisions, If a Councilmember says what they stand for, who they support, and bring it to the dais, each member on dais should not be judgmental. He mentioned if they don't understand their constituents and attack others because someone is not in the

right club or area, it is not right; they all have a right to speak without saying someone is too old or doesn't get it. He mentioned they should have communication with staff, discuss things on the dais, and listen to people. He mentioned regarding not talking beforehand that he almost voted 'no' on the fire district, however Mr. Cole changed his mind with an eloquent delivery; he said he was strongly opposed, not 'no'. He mentioned it is important that the community know him, maintain ethics among themselves and police themselves. He mentioned with integrity, do they really stand for transparency or good optics; it bothers him and the community immensely; he prefers to let the community know what is coming down the line, and build trust and integrity.

Ms. Kuehne mentioned that they all have an individual responsibility.

Dr. Fuller mentioned that they need to stay away from group think that he is bad, and they need to get him in line because he doesn't agree, and censure him.

Ms. Kuehne commented that they may be voting differently on an item, but they can have dialogue on the dais and the Council can move forward; they can have a conversation on the dais and be open minded to take all information in and make a decision here for the community as a whole.

Dr. Fuller commented that titles are important for city staff, and the community calls him Dr. Fuller, and some people on the dais said they will not call him "doctor".

Ms. Kuehne inquired if his preference is to call him "doctor" or "Councilmember".

Dr. Fuller indicated either.

Ms. Kuehne mentioned that there should be a level of respect for colleagues; it is a foundation for exceptional councils (governance tools, governance mindsets, effective councils).

Ms. Kuehne addressed effective leadership and culture. Ms. King handed out a worksheet.

The Council participated in an individual exercise on self-assessment--how the Councilmembers are doing individually and as a whole.

Mayor Williams commented that she didn't come into politics thinking she would have such a strong impact; she has achieved things she campaigned on, i.e., small business, ARPA funds, library, and E. Cypress Road work that they pushed

forward even though there are competing priorities. She mentioned there are projects the Council wants to see succeed together.

Vice Mayor Shaw mentioned she prepares for every meeting, she has every agenda in a binder, she goes to a location if it is coming up as a project to get a visual and feel for it, and she maintains a good relationship with staff. She also mentioned that the Council has to answer to constituents in their districts but must look at the City as a whole. She mentioned she would never let someone bully her into something that isn't right just for a developer; even when her decision is not liked; she doesn't want to be affected by how she will be perceived and may say things that may upset some people.

Dr. Fuller mentioned that he maintains transparency, integrity, and current knowledge.

Councilmember Henderson mentioned that he does his homework, respects staff and their workload, he is a good listener, attends events to hear what the community wants, and feels he is approachable.

Councilmember Meadows mentioned being here his whole life helps, he does his homework, tries to be respectful of Councilmembers—they are all elected, and he tries to be forward thinking.

Ms. Kuehne asked them to address improvements.

Vice Mayor Shaw mentioned her improvements include not letting what people say affect her personally and holding more community meetings within her district to keep residents informed but also to listen and obtain their feedback.

Mayor Williams mentioned her improvements include getting thicker skin, not concerning herself with people who don't like her personally, not thinking about non-productiveness, getting out in the community and making herself available, and she would like to have a more formal meeting with residents.

Councilmember Henderson mentioned his improvements include communicating from the dais more as he is known to be quiet one. He shared that he is listening but doesn't always express his thoughts before a vote.

Councilmember Meadows commented that he believes he is the second most quiet. He mentioned his improvements include controlling his emotions to express clearly what he is thinking and taking action on.

Dr. Fuller mentioned it was a free-for-all at the podium during public comments. People were allowed to step forward, yell and malign staff, at will, in a constant barrage of insults. This happened many meetings. Dr. Fuller called for the disparaging public remarks to come to an end, which did happen. ~~for staff at one point in the Council; they were allowed to make disparaging remarks which were put to an end.~~ He mentioned his improvements have included recognizing the community and having them involved, ensuring they have good staff and integrity, and that they continue to grow. He added improvements include ensuring more effective discourse and rhetoric which can be toned down at times, and now that his dissertation is done, he would like to get out in the community more.

Ms. Kuehne commented that she appreciates their candor and all being introspective. She asked the Council to share things the Council will do as a whole to continue working with the community and staff.

Vice Mayor Shaw mentioned that they are doing well balancing development in the City; they don't approve every change. She mentioned she appreciates that they are hiring qualified staff and allowing the City Manager to manage staff.

Councilmember Meadows mentioned overall he thinks they are respectful on the dais and allow the Council and City Manager to do their jobs.

Mayor Williams mentioned the Council is making hard decisions that are right for the City of Oakley, they are making progress on the right kind of development, she supports staff 100% because she can see the result of their interactions with the community, and they are doing something right as a Council if the staff loves the City and treats people well. She commented that she sees the opposite position in another city.

Councilmember Henderson mentioned the Council wants to do what is best for the City. He shared that they attend community events, listen, and all have a way to do it.

Ms. Kuehne mentioned many positives have been shared. She asked the Council to share what they can do as a whole.

Mayor Williams mentioned they can disagree agreeably, limit any discussion to policy rather than personal attacks so as not to cheapen them in eyes of the public-it is a distraction to good work happening, communicate positively, and not discount all the work that has been done.

Councilmember Meadows mentioned that the Council could be more respectful but overall, they do a good job working together; it is reflected in the city and staff, and he would grade the Council very high.

Dr. Fuller mentioned he and Councilmember Meadows disagree on many things, but Councilmember Meadows was the best Mayor he has seen in the City—he ensured a good meeting, ensured all were informed and took great responsibility; he was a good role model for Mayor. He mentioned the Council needs to be courteous to one another. ~~sometimes believes he is back in middle school. He suggested common courtesy such as "Hi!" "How are you?", "Would you like a seat?"~~ Dr. Fuller stated that he taught middle school for several years. He said when he is on the dais during meetings the antics of three of his colleagues reminds him of the middle school students behavior during class. On one Easter Council Member Williams walked shoulder to shoulder with Council Member Fuller in front of Cold Stone Creamery and did not acknowledge his presence, or say "Happy Easter." Dr. Fuller noted that the three Rotarians who were Council Members, and City Manage McMurray always wore their Rotarian pins when meeting with Dr. Fuller. Dr. Fuller felt disrespected by the wearing of the pins. He mentioned they should be courteous and respectful of others' views and be understanding and empathetic to ~~each~~ one another.

Vice Mayor Shaw mentioned that personal attacks on social media on both the Council and staff need to stop as well as underhanded remarks that they hear. She added that they can't go back to change the past but can focus on the future. She mentioned that she understands the Brown Act and when remarks are made, it puts the City in jeopardy for legal issues.

Councilmember Henderson mentioned that they can always improve teamwork, communication, understanding different views, being more open, and being able to weigh different thoughts and explaining those amicably.

Ms. Kuehne shared high performing Councils attributes and how to develop a sense of team. She mentioned there appears to be a willingness to work collaboratively and have an agency-wide perspective. She suggested they could have an annual workshop. She mentioned they should be able to disagree agreeably with the ability to have those conversations.

Vice Mayor Shaw mentioned when they transition from candidate to Council member, they should make sure they are a Councilmember first, but when running a campaign, have the ability to transition to candidate, but also transition back to Councilmember.

Ms. Kuehne discussed clear roles and responsibilities, understanding the role of local government and responsibilities, knowing their role to set a vision rather than micromanaging, striving to focus on issues within the city, and being prepared to ask questions of staff and each other.

Ms. King commented that she is not sure social media is the best forum to really find out what constituents want; face-to-face communication is still proven to be how people are finding out what residents want.

Ms. Kuehne mentioned that they have the ability to respectfully disagree, keeping it at a policy level, not personal attacks. She mentioned a code of conduct provides tools of how they want to work together, and it could be revisited. Regarding the Council's relationship with staff, she suggested the Council avoid "gotcha" questions from the dais and provide staff advance notice for a chance to gather information so they can respond, which is not to say don't ask questions; just give staff ability to provide the information.

Ms. King added that staff being prepared to provide information is not staged or rehearsed as the Council and staff are all part of the same team; allowing staff to research and have information is more informative for the public.

Ms. Kuehne addressed effective Council meetings including doing homework, asking questions in advance, being respectful, having civil discourse, being mindful of body language, recognizing issues are not personalized and having thoughtful dialogue is the objective, celebrating success, holding themselves responsible for adhering to operating protocols and a code of conduct, behaving in a civil, respectful manner, and acting with decorum.

Ms. King commented that they are a high functioning Council and are doing lots of good work; hopefully these things provide a reminder.

Ms. Kuehne addressed practicing continuous learning and development.

Dr. Fuller requested a copy of the PowerPoint presentation of which Ms. Kuehne agreed can be provided.

Councilmember Meadows commented that he didn't disagree with anything in the slides. He mentioned he doesn't think that the Council really asks "gotcha" questions, at least not on purpose. He mentioned he will try to ask the City Manager beforehand and believes everyone does.

Dr. Fuller gave staff credit for being prepared as he didn't find that when he originally came here and that has changed. He mentioned he can't think of any intentional "gotcha" questions that have been asked.

Ms. Kuehne called for a brief recess. The City Council reconvened at 11:04 a.m.

Ms. Kuehne mentioned the Council participated in an exercise that included questions regarding communications and leadership style based on preferences. She provided an overview of governance principles, policies, and tools. She mentioned the Council already did goal setting in April 2022 with its Strategic Plan. She mentioned the Council can establish clear measures or success (SMART) goals and have regular review of policy effectiveness and implementation practices.

Ms. King suggested when formulating policy, they can think about what goal they are trying to achieve, the end result, so policy can be specifically targeted to that goal.

Ms. Kuehne addressed the Council Policy Handbook and Governance Protocols.

Ms. King mentioned the Brown Act is necessary and may make those conversations more difficult, but study sessions can be offsite to put them in a different context, so it is not feeling so formal and a study session is a good way to keep in touch with others like Planning Commissioners or other committees to let them know Council goals.

Ms. Kuehne added that they can also continue their education and professional development, including peer learning.

Dr. Fuller agreed with a study session if they want to address an issue, but he is not sure what they are talking about meeting together.

Ms. King mentioned a study session would still be a public meeting.

Dr. Fuller commented that ~~this setting is terrible~~ the arrangement (setting) of the dais is terrible to coming together as a group.

for coming together as a group.

Vice Mayor Shaw commented that they had a joint meeting with the Council, Diablo Water District and Ironhouse Sanitary District.

Ms. Kuehne mentioned a study session can be with only the Council, or joint meetings with other bodies such as the Planning Commission, County, or school districts, to share policies and goals.

Councilmember Meadows commented that the Council has workshops, open discussions, and utilizes workshops often, but they have not brought the Planning Commission in.

Dr. Fuller inquired if Councilmember Meadows is referring to workshops on the meeting agendas which Councilmember Meadows confirmed is correct.

Dr. Fuller agreed that getting off the dais and getting down to a level where they are talking face to face at a roundtable would be helpful.

Ms. Kuehne asked them to share reflections about this governance meeting.

Mayor Williams shared that she would like to have regular “Meet Your Mayor” sessions, stop putting stock into conversations out there, and continue providing meeting recaps while acknowledging work done and work to still be done.

Councilmember Meadows shared that he would like to have better organization for his notes for meetings, always try to continue to do the right thing, continue to interact on the dais, and be respectful and listen to others’ points of view.

Councilmember Henderson shared that he would use titles for Councilmembers, explain his thoughts and ideas, listen more, work on body language so he doesn’t look mad, continue to do his homework, and respect staff for the time and effort they put in.

Vice Mayor Shaw shared that she would air out grievances instead of keeping it in to fester, outreach to others, accept what she can’t change, stand up for herself, listen to constituents, continue to bring her binder as it helps her, and to hide her face.

Dr. Fuller shared that there are things he does not understand about his district—the old section and new so he would like to look at allocation of resources of existing and new areas, tone down some of his social media posts, and continue his perfect attendance ~~(he only missed one meeting).~~ to council meetings (he has been away from council chambers once, but did phone in to participate from Honolulu.)

Ms. Kuehne mentioned she will prepare a summary of what happened today and provide it along with slides.

Vice Mayor Shaw mentioned she has a good working relationship with most of the Council and would like to have a working relationship with all. She invited Dr. Fuller to have coffee to build a working relationship to which he agreed.

Mayor Williams thanked Councilmember Henderson for bringing the governance meeting forward. She mentioned she believes they have skills to take away and hopes to develop policy, but this is a first step, and she appreciates it. She mentioned she is available to all, and it is a good reminder that face to face is still the best way and they want to enable people to feel that way.

Mr. McMurray commented that he appreciates the time everyone put in for this governance meeting and it reaffirms the great things that the Council and staff are doing. He commented that he looks forward to their commitment to work together.

Ms. Kuehne shared additional resources.

5. Adjourn

There being no further business, the meeting was adjourned at 11:53 a.m.

Respectfully submitted,

Libby Vreonis
City Clerk

Minutes of Oakley City Council/Oakley City Council Acting as the Successor Agency to the Oakley Redevelopment Agency and Special Meeting of the Oakley Public Financing Authority held March 26, 2024

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 Anissa Williams called the meeting to order at 6:30 p.m. in the Oakley City Council Chambers located at 3231 Main Street, Oakley, CA 94561. Vice Mayor Shannon Shaw and Councilmembers Hugh Henderson, Dr. George Fuller and Aaron Meadows were also in attendance.

1.2 Pledge of Allegiance to the Flag

Vice Mayor Shaw led the Pledge of Allegiance to the Flag.

1.3 Update from California Department of Food and Agriculture's Plant Health and Pest Prevention Services on the Oriental fruit fly quarantine (Darrin Okimoto, CDFA Environmental Program Manager, Pest Detection Emergency Projects and Janamjeet Sohal, Senior Environmental Scientist, CDFA, Pest Detection Emergency Projects)

CDFA Environmental Program Manager Darrin Okimoto, CDFA Senior Environmental Scientist Janamjeet Sohal, and environmental Scientist Ezekiel Villacampa were in attendance. Ms. Sohal and Mr. Villacampa provided a PowerPoint presentation regarding the Oriental fruit fly quarantine. They mentioned the quarantine includes Oakley and asked for any home-grown fruit not to be moved from property or composted, and to double bag any fallen fruit and dispose of it in regular waste bins. They provided information regarding the pest, how the CDFA will treat the issue in this area, trapping and surveying, treatments, the CDFA and industry response, partnerships, and reporting. They shared a slide regarding handouts and offered to provide copies to anyone that would like them.

Councilmember Meadows requested that staff push information to the public through its email blast letting them know not to move fruit. He asked Mr. Villacampa to address

grapes, confirm if the quarantine ends July 10, and confirm if there are any fruit flies in Oakley. He expressed that he has worked with Mr. Villacampa previously and it is an easy process.

Mr. Villacampa explained that they have a permit for growers where they identify which county the fruit is going to so they may notify them. He further explained that with grapes, there is a crushing process of the fruit, so there is no need to conduct a treatment process with it. He confirmed that July 10 is the projected date for the quarantine to end and there are no fruit flies in Oakley, only in Brentwood.

Dr. Fuller inquired if the bait is used in place of helicopters spraying.

Ms. Sohal mentioned only bait, backpack sprayers and MAT are used; no helicopters will be spraying.

Dr. Fuller mentioned when he lived in Southern California, he recalls helicopters were used to spray.

Ms. Sohal confirmed that is not the practice used here.

Dr. Fuller mentioned that he does not recall receiving notice from Mt. Diablo Resource Recovery not to put fruit in the green waste receptacle.

Councilmember Meadows mentioned this would involve fruit coming off your own trees, not fruit purchased at a grocery store.

Mayor Williams mentioned that it was a valid point and one that she was going to bring up too; she believes it is important information to share.

Dr. Fuller inquired if he purchased an apple from the grocery store, if he can presume it is not infested, which Mr. Villacampa confirmed is correct.

Councilmember Meadows commented that growers are not blasting their orchards; this is more a spot treatment approach.

Mr. Villacampa confirmed it is all on-the-ground treatment.

Councilmember Meadows mentioned the fruit fly was not found on a farm; it was found in residential backyards where someone had brought fruit in from another area which farmers here have been impacted and pay the price, something he considers a selfish act.

Mayor Williams requested staff put information out, so everyone is aware. She mentioned there is an active gardening community with lots of fruits and vegetables grown in Oakley and she personally has been active in composting so she would like everyone to know.

Mr. Villacampa mentioned they have information they can provide for the City to share.

2) PUBLIC COMMENTS

Mayor Williams mentioned two online comments were made and will be entered into the public record. Comments were submitted by Nicole Faggiano regarding item 4.9 and Bruce “Ole” Ohlson regarding item 6.2.

Mark Whitlock, Sr., with the Bethel Island Municipal Advisory Council (MAC), thanked the Council and staff for everything they put out at the last MAC meeting and mentioned he appreciates the Councilmembers who attended. He thanked staff, mentioning the information received was pointed and matter of fact, and City Manager Joshua McMurray delivered it decisively which was appreciated. He apologized for a gentleman who became feisty. He mentioned he hopes to get with Mr. McMurray next week to continue information they began sharing. He mentioned there is a lot going on out there and everything going on in the E. Cypress corridor impacts every person in Bethel Island, so he appreciates the information being provided.

3) COUNCILMEMBER COMMENTS

Dr. Fuller commented that the Council had a productive joint meeting with Ironhouse Sanitary District and Diablo Water District on the conveyance/tunnel project where they issued a resolution. He mentioned he is detecting in the community that there are several people wanting to talk amongst themselves but without an agenda. He mentioned it takes staff a lot of work to pull a joint meeting together and if there will be a meeting, he would like to ensure there is a reason and agenda to get together.

Mayor Williams commented that she is the new District Representative for Senator Glazer and she is grateful and excited to work for him.

4) CONSENT CALENDAR

4.1 Approve Minutes of the Special Meeting of the Oakley City Council held February 24, 2024 (Libby Vreonis, City Clerk)

Dr. Fuller pulled item 4.1.

Councilmember Meadows pulled item 4.3.

Mayor Williams pulled item 4.8.

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

Item 4.1

Dr. Fuller mentioned, as there is no video or audio available, he would like the minutia provided in the minutes. He suggested revisions to items personal to him on pages 3, 4,

7, 8, 10 and 11. He made a motion to approve the minutes with these revisions. The motion died for lack of a second.

Mayor Williams agreed with no video, there should be detailed minutes, but these seem pretty detailed to her, so she has concerns with changing things without anything to go back to. She inquired if staff took notes the entire time because there was no video.

City Clerk Libby Vreonis confirmed she took notes the entire time.

Mayor Williams asked Councilmember Shaw if she was requesting a list.

Vice Mayor Shaw mentioned she got lost in the beginning of what changes were to be made.

Councilmember Meadows requested a copy of the changes.

Vice Mayor Shaw agreed.

Dr. Fuller inquired if Councilmember Meadows is suggesting to table the item.

Councilmember Meadows mentioned he wants to see the changes in writing.

Dr. Fuller mentioned he would be willing to table the item until the next meeting and mentioned he will send written revisions to the City Clerk.

It was moved by Dr. Fuller and seconded by Councilmember Meadows to table the item to the next meeting, April 9, 2024. Dr. Fuller mentioned he will not be here at the next meeting, but rather joining via teleconference from Philadelphia. Motion was unanimous and so ordered. (5-0)

Item 4.3

Councilmember Meadows mentioned he does not need a presentation on the item; he pulled the item so he can vote ‘no’.

It was moved by Vice Mayor Shaw and seconded by Councilmember Henderson to approve the item. AYES: Fuller, Henderson, Shaw. NOES: Meadows, Williams. (3-2)

Item 4.8

Mayor Williams mentioned she pulled the item to bring attention to it.

Associate Planner Evan Gorman explained that this is a report the City makes each year to the State to show its progress on housing production and that the City has been working on its goals for the past couple of years so this is its first report on those goals. He mentioned the key part of it is that the City has made a lot progress on above-

moderate. He mentioned with affordable housing, the projects are listed, he works with the Community Development team, they review at what part of the entitlement process they are at, and they look at if they are at the building permit final stage because that is when it counts. He shared that they are happy the Elm Lane project was finalized; however, that happened at the beginning of 2024, so it will go on next year's report. He mentioned for the report this year, they had 8 units on Teakwood, ADUs, and above-moderate that were approved. He shared that the City's RHNA goal between 2023-2031 is 1,058 units which includes 446 above-moderate and everything else would be below-moderate. He also shared that the City finaled 255 units, 10 of which are at some level of affordability. He mentioned that cities do a lot with their housing elements and are good at establishing a program but not as good at following through with it; therefore, Oakley is tracking its goals carefully.

Mayor Williams mentioned she believes housing affordability is an issue in California and she wanted to point out housing being provided doesn't meet the needs in cities in California, not just Oakley, and her intent is not to beat up staff because she knows the work they are doing.

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

4.2 Approve Minutes from the Regular Joint City Council/City Council Acting as the Successor Agency to the Redevelopment Agency/Public Financing Authority Meeting held March 12, 2024 (Libby Vreonis, City Clerk)

4.3 Waive the Second Reading and Adopt an Ordinance Approving a Rezone to a 9.99-Acre Site from C (General Commercial) District to P-1 (Planned Unit Development) District for the Project known as 2090 the Village at Oakley Road Subdivision 9634 (RZ 03-22) APN 037-110-031
(Ken Strelo, Planning Manager)

4.4 Ratify Election: Adopt Ordinance No. 2-24 Authorizing the Levy of a Special Tax on Parcels of Land within Tax Area Zone 189 within the Oakley Special Police Tax Area for Police Protection Services for the Machado Lane project (Subdivision 9615) located west of Machado Lane and south of East Cypress Road (APNs 033-190-003-5 and 033-190-004-3)
(Kevin Rohani, P.E., Public Works Director/City Engineer)

4.5 Ratify Election: Adopt Ordinance No. 3-24 Authorizing the Levy of a Special Tax on Parcels of Land within Tax Area Zone 190 within the Oakley Special Police Tax Area for Police Protection Services for the Sellers Avenue project (Subdivision 9614) located at 5911 Sellers Avenue (APN 033-150-013-2) (Kevin Rohani, P.E., Public Works Director/City Engineer)

4.6 Adopt a Resolution Approving Annexation No. 38 (Machado Lane SD 9615) 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)

4.7 Adopt a Resolution Approving Annexation No. 39 (Sellers Avenue SD 9614) 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 Adopt a Resolution Approving the Annual Progress Report on Implementation of the City's Housing Element with SB 341 Reporting Requirements (Evan Gorman, Associate Planner)

4.9 Request for Approval of Proclamations for Future Agendas (Transgender Awareness Week, Community Planning Month, National Law Enforcement Appreciation Day) (Libby Vreonis, City Clerk)

4.10 Adopt a Resolution Authorizing the City Manager to execute an Amendment to the Consulting Services Agreement with Mark Thomas & Co. Inc. for the East Cypress Road Lane Alignment Analysis (RR tracks to Main Street) Project- Capital Improvement Project (CIP) Number 301 (Kevin Rohani, P.E., Public Works Director/City Engineer)

4.11 Adopt a Resolution Terminating the Existence of a Local Emergency Related to the City's Sustaining of a Cyberattack on February 22, 2024 (Derek Cole, City Attorney)

4.12 Adopt a Resolution Authorizing the City Manager to Execute an Amendment to the Consulting Services Agreement with Townsend Public Affairs, Inc. to Include Legislative Advocacy Services (Danielle Navarro, Assistant City Manager)

5) PUBLIC HEARINGS

None.

6) REGULAR CALENDAR

6.1 Strategic Plan 27+ Update (Joshua McMurray, City Manager)

City Manager Joshua McMurray presented the staff report.

Dr. Fuller mentioned that there are 182 items and suggested staff may want to consider reducing that number for whoever is sitting here when they get ready to look at it again.

Mr. McMurray commented that he appreciates his comment and when they kick off the next update, whoever leading it can decide.

Councilmember Meadows commented that he is happy with the progress and good with where it is going.

Mayor Williams inquired if Mr. McMurray has the ratio of completed and pending items.

Mr. McMurray mentioned he will get that information to the Council.

Vice Mayor Shaw inquired if some projects might overlap or coincide with each other.

Mr. McMurray confirmed that some overlap, and some are related to another and/or involve ongoing work, so there is a mixture and variety.

Vice Mayor Shaw mentioned that some are contingent upon another being completed so it is something to think about as it could be hard to reduce. She mentioned she is all for reducing it so that staff does not have so many items, but some need to get done before taking a next step for things they are all passionate about completing.

Mr. McMurray explained that the City has been operating with a Strategic Plan since incorporation and this is longer than most plans that were previously brought forth because this is a five-year plan; they balance the number of items with what is appropriate based on the term of the plan.

Mayor Williams called for public comments. There were none.

It was moved by Councilmember Meadows and seconded by Councilmember Henderson to accept the update. Motion was unanimous and so ordered. (5-0)

6.2 Bridgehead Industrial Project Environmental Impact Report- Adopt A Resolution authorizing the City Manager to Execute an Agreement with Raney Planning and Management, Inc. to prepare an Environmental Impact Report for the project titled "Bridgehead Industrial Project" (Ken Strelo, Planning Manager)

City Manager Joshua McMurray presented the staff report.

Dr. Fuller referred to Appendix B, and inquired if the public will be able to access the report once it has been completed, which Mr. McMurray confirmed that every part of the environmental impact report will be public.

Vice Mayor Shaw mentioned one of the dates on the schedule for the environmental impact report shows 2023.

Mayor Williams mentioned that one online public comment was submitted (by Bruce "Ole" Ohlson). She asked if staff could provide a brief overview of why this project is important and what it represents.

Mr. McMurray explained that the project is a continuation of work on the west end of the Oakley. He mentioned the Contra Costa Logistics Center is a great benefit to Oakley and the region; the developer worked very hard to build the site as quickly as possible and it brought great tenants and 2,000 jobs. He explained that this construction is right next door and a larger scale, it is an area that is job rich, employers are going into

locations that are job rich, and this is estimated to bring 4,000+jobs to Oakley, as well as tenants and uses that Oakley does not currently have.

Mayor Williams asked if Mr. McMurray could discuss bike paths and transportation planning for the project.

Mr. McMurray mentioned that staff works with Tri-Delta Transit on every application for review and comments, so they know upfront if any turnouts, bus stop, or other infrastructure is needed. Regarding the public comment, he mentioned he can't speak to bike lanes and offisite improvements as those things are done later, but there is a trail system that was started with the Logistics Center to the west to connect Big Break Regional Shoreline with the Oakley/Antioch Pier. He explained that the Big Break Road connection to the western edge of the industrial site would be completed with this project, and they understand that is a critical trail connection.

It was moved by Councilmember Meadows and seconded by Vice Mayor Shaw to approve the item. Motion was unanimous and so ordered. (5-0)

6.3 Climate Action Plan-Adopt a Resolution Authorizing the City Manager to Execute a Professional Services Agreement with Cumming Management Group Inc. for Planning Consulting Services
(Ken Strelo, Planning Manager)

City Manager Joshua McMurray presented the staff report.

Dr. Fuller referred to page 51, task 1C, regarding development of social vulnerability. He inquired what it is in terms of this document. He also referred to page 52, analysis, and inquired how it is determined how many meetings are in person and how many are virtual public gatherings.

Mr. McMurray mentioned in terms of this document, it refers to how vulnerable our community is to climate change and what would need to be done to reduce our GHGs. He also mentioned that there will be at least one scoping meeting and two public meetings as identified on page 52 of the proposal. He mentioned the goal of staff is to maximize the reach and while he is not a fan of virtual meetings, the process may be beneficial to have both virtual and in-person meetings to have more reach to get more feedback.

Councilmember Meadows inquired whom the outreach would extend to. He mentioned people can be anywhere, but he is elected by the citizens of Oakley, so he wants to hear what our citizens have to say.

It was moved by Dr. Fuller and seconded by Councilmember Henderson to approve the item. AYES: Fuller, Henderson, Shaw, Williams. NOES: Meadows. (4-1)

6.4 Adopt a Resolution Authorizing the Addition of a Police Officer Trainee Classification to the Salary Schedule
(Paul Beard, Chief of Police & Jeri Tejeda, Administrative Services Director)

Administrative Services Director Jeri Tejeda and Chief of Police Paul Beard provided a PowerPoint presentation including ongoing recruitment challenges, hiring and recruitment incentive, current vacancies, police officer trainee classification, anticipated timeline for recruitment and hire, recruitment plan versus statistics, important things to note (schedule is ambitious, learn along the way, investing in future with little control over outcome, only move forward if confident have found a qualified applicant to become a trainee), and future (first time an Oakley uniform will be part of the academy, staff proposes 1-2 trainees in 2025 academy, and it must be part of the normal process).

Dr. Fuller inquired pragmatically, who is liable if the City chooses a trainee, sends the trainee to the academy, and the trainee is injured.

Ms. Tejeda responded that the City is still liable for the academy fee and probably liable for an on-the-job injury workers compensation claim; they would have to make a determination if the trainee can enter the next academy and if the City is willing to take a chance on the trainee a second time which may depend on the situation.

Dr. Fuller commented that he appreciates the background of what happens before. He inquired what happens if the trainee has a hiccup after and if the City would get notice of that.

Chief Beard mentioned that in the academy, Police would interact with academy staff and receive regular reports how the trainee is doing, and the decision to have a trainee continue in the academy is a two-fold process; the academy staff that makes continuous assessments if the trainee should continue, and Police can assert itself in that process whether the trainee should continue in the academy. He explained at graduation they have a field training program where field training officers could document any concern, and a field training Sergeant would be in interaction with the field training officer and trainee, and if a problem remains, it goes to the operations Lieutenant, then to him. He mentioned if the trainee successfully completes field training, it is followed by a 1-year probation, and if the person is not up to department or organizational standards, their employment can be terminated on probation.

Dr. Fuller inquired if there is an appeal process if a trainee does not pass background.

Ms. Tejeda mentioned POST requires suitable psychological testing and the person wouldn't be brought in if they do not pass. She confirmed they have an appeals process outlined in rules and regulations.

Vice Mayor Shaw commented that she is excited for this and there are pros and cons of recruiting; you can get a lateral that may come with bad habits from a previous agency or a new officer to train from scratch. She shared her daughter recently went through the academy and she saw her change as a person. She mentioned she knows staff will continue to screen and make sure they are the right fit for Oakley and have the right attitude, and she is excited about it as it has been a long-time coming; they have been a stand-alone agency for 9 years.

Councilmember Meadows commented that he is supportive of the program and that it is the next step to take to ensure they keep the number of officers up.

Councilmember Henderson commented that this is a very important step to move forward with to enable the department to have some home-grown officers and for morale down the road with training programs as there will be ownership in it, and he strongly supports it.

Mayor Williams inquired if the long timeline will not impact hiring or budget.

Ms. Tejeda mentioned that it will be part of the budget, staff has authority to hire for 2 over, and in the next few months they will have 3-4 openings with budget so they will continue to look for and hire laterals if they are available.

Mayor Williams inquired how many times academies are held in Contra Costa County.

Chief Beard and Ms. Tejeda confirmed that they are held twice each year.

Mayor Williams inquired if trainees could go to other counties for the academy.

Chief Beard and Ms. Tejeda confirmed that they can go to other academies.

Mayor Williams inquired if it is an anomaly to not have officers in the academy.

Chief Beard mentioned for the position that they have been in for the past 8 years, they have not been an anomaly because it takes some time to get your feet under you where you can support a person who has never been an officer before. He mentioned it was their hiring platform to hire laterals and bring them into their fold; but once a department is to a certain maturity level, this is a very normal thing to do. He added that he would be surprised if there were departments 10-15 years of age that are not targeting entry level.

Mayor Williams inquired if ARPA money is used.

Ms. Tejeda confirmed that $5k of ARPA funding is used for the academy and staff will budget for future academies in the normal budget.

Mayor Williams called for public comments and there were none.

Dr. Fuller congratulated the initiative to bring it about. He mentioned LAPD has funding, staff, and its own academy, that is the way he went through, and academies have pretty good results, so he is glad to see this. He mentioned this is not the only way that has prestigious results. He shared that Norway, Finland and South Korea select teachers before college, they recruit and pay the person’s way through college, and pay for 2 years of training, then the person may get a classroom to themselves, and it produces prestigious results because teachers are developed within their own organization. He shared that he had an opportunity to visit the International Brotherhood of Electrical

Workers (IBEW) training center yesterday where electrical workers go through a 5-year process, 3 years' apprenticeship, and 2 years as a journeyman; they work, go to class, and take online college-type courses and the end result is the program produces electricians who are motivated and competent.

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

7) REPORTS

7.1 CITY MANAGER
(a) City Manager

City Manager Joshua McMurray reported that the County is gathering data how to plan Community Development Block Grant (CDGB) and Home Funding that are federal funds passed down to County, Oakley is not entitled to receive funding because the threshold is 50,000 people, but it is close. He announced there will be a series of in-person meetings, the first being in the Antioch Council Chambers 6:30 p.m. this Thursday and another at the Brentwood Community Center at 6 p.m. on April 4. He mentioned they have housing and non-housing surveys that staff and the Mayor are pushing out information on. He mentioned as they continue to discuss the library and community center projects with an affordable housing component, these are examples of things the funds can be used for, and it is important that our community take the survey to express what the needs are here. He mentioned there is a library envisioned that will cost a certain figure and there is a certain amount of funding available, so funding is needed to bridge the gap and they need to obtain every dollar they can get; this is an opportunity to influence the County how to use the money ($60 million over 5 years or $12 million per year). He also reported that Friday Night Bites will be held April 5 at Civic Center, and the City will host its first 25th Anniversary event this year, its birthday party, at Civic Center on May 4, 4 p.m.-10 p.m.

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

Vice Mayor Shaw reported she attended the Bethel Island Municipal Advisory Committee Meeting regarding E. Cypress and housing and the E. Cypress Corridor, the Library sub-committee meeting (discussed promotional video, fundraising, donor/business support, a donor wall, and schedule a tour of facilities for representatives in hope of securing additional funding) the Affordable Housing Ad-Hoc Advisory Committee meeting (management stepped up and brought a plan; they proposed 2nd quarter goals to include an update to Council the third Tuesday of each month under City Manager Reports with management attending Council meetings, enhance residential interaction services, having meetings the third Friday of each month with senior management at those meetings, provide more senior programs, improve

basketball courts, have a summer kickoff event, adding railing, removing dead trees and vegetation, consulting an arborist, Spring cleaning of buildings, quarterly review of camera systems, balcony inspections, look into adding speed bumps, and unit/building inspections). She mentioned there are still conversations between residents and management, but some residents complimented management for things being fixed that they have been talking about. She mentioned that management is working on hiring more maintenance staff—they have 6 and are adding 2 more. She mentioned landscape contractors and trash services are going well, and communication is 50% online through their portal. She shared that she mentioned to them they may never get 100% online with seniors; they will continue to push out information on paper as well. She shared that they came to the conclusion that it may be time for the Ad-Hoc Committee to step back now that they are bringing on senior management and having their continued meetings so they agreed on monthly reports to the City Council for 6 months and if they feel like it is progressing, they will go to quarterly reports until they feel comfortable where things are at. She reported that the following day, she was in Burbank for a CalCities' Public Safety and Policy Committee meeting where they received legislative updates. She mentioned that they discussed AB 1725 which they recommended opposing, AB 2034 which they recommended supporting, AB 2225 which they recommended supporting, AB 2309 which they recommended supporting, and AB 2943 which they discussed no position unless amended. She also reported attending a meeting last night with Assemblymember Lori Wilson and Rashidi Barnes, CEO, Tri-Delta Transit where they discussed transit, housing, jobs, and balance, what Oakley still needs and what Assemblymember Wilson can do to help Oakley (she helped secure $2 million in funding for E. Cypress). She mentioned she has a Zoom meeting today with CalCities to provide the same update she provided here, and tomorrow she has a Tri-Delta Transit meeting.

Councilmember Meadows reported that he also attended the Bethel Island Municipal Advisory Committee Meeting and Mr. McMurray provided a good presentation on the E. Cypress corridor. He also reported that he attended the MCE Board meeting last week and the discussion was to approve an $800 million budget.

Dr. Fuller reported that he attended a multi-ability conference this morning at Big Break Park that was exceptional, including a quiet room for anyone distracted by noise. He announced the Freedom High School Fuel Cafe will be open again Friday mornings, 8:45am-10am, offering $2 coffee. He also reported that AB 1657 is moving forward; on March 4, it came out of the Housing Committee as amended with negligible changes and went to the Appropriations Committee; it should next go to the Senate Floor for vote and if approved, it will go back to the Assembly for approval which he does not think will be any problem, and then it will go to the Governor. He also reported that he attended the International Brotherhood of Electrical Workers (IBEW Local 302) in Martinez training center where they have a very tidy and well-scheduled program; there is an opportunity to participate in the first 3 years as an apprentice during the day then go to a training center for a few hours for the whole week and that goes on for 5 years. He mentioned they are proud of the beginning salary, and of 600 applicants, they will choose 24 apprentices to begin with. He commented that the beginning salary doesn't come close to an entry level police officer, so it is not salary keeping young people from applying for police officer positions and we're all suffering from that.

Mayor Williams reported she attended the Bethel Island meeting and complimented Mr. McMurray for making sure their voices were heard and their intentions were clear. She also reported attending the Oakley Library Community Stakeholders meeting, the CalCities Policy Committee Meeting in Burbank where she is on the Community Services Policy Committee. She mentioned the first speakers were from Burbank, addressing community development around homeless, how to address encampments at the city level, keeping residents happy and treating everyone with dignity and respect, and honoring the life homeless may have traveling with them. She mentioned the second speakers were from the USC Homelessness Policy Research Institute and they have answers to what is causing homelessness but look to cities to see how to provide funding. She announced there will be a symposium April 23 through USC to explore universal guaranteed basic income. She mentioned that USC performed a controlled study resulting in a 60% reduction in homelessness (27% exited homelessness altogether) when providing participants $750/month so there is a kind of a case for that situation. She mentioned the Wilbur Avenue encampment; it is timely and something to pay attention to; however, she learned that research shows encampment resolution doesn't end the cycle; most people end up where they were or near it. She mentioned they have received many comments regarding encampments under the Laurel overpass and it is something to consider as it may come back even after they address it because it is not resolving the issue. She referred to the curb cut theory, when communities make ADA improvements to sidewalks, it benefits the entire community (people with strollers, bikes, and people trying to move) and is something to consider for housing policy; improvements made for disadvantaged populations can probably uplift our entire community. She mentioned SB 1011 was discussed which would ban public camping if a homeless shelter were available (but did not address specifically where it would need to be available), prohibit public camping within 500 feet of public/private schools, open spaces, and major transit stops, and allow escalation of penalties. She added that there is a Supreme Court case pending regarding the constitutional right of this bill so they voted to table a position on it until the Supreme Court decision is rendered and at that time they would like to give cities the tools they need to address the issue; they have kicked the can down the road; however, cities can introduce an ordinance today as Burbank has; it is a matter of how they will word it. She also reported she met yesterday with Assemblymember Lori Wilson and Tri-Delta CEO Rashidi Barnes regarding jobs and housing balance; they don't want to provide all the housing without jobs. She mentioned the legislative report out was today and revisions to the Bradley-Burns Tax may be critical to our area, a bill sponsored by Senator Glazer.

(b) Requests for Future Agendas

None.

8) WORK SESSION

None.

9) CLOSED SESSIONS

9.1 PUBLIC EMPLOYEE PERFORMANCE EVALUATION
Pursuant to Government Code Section 54954.5(e)
Title: City Manager

Mayor Williams announced the closed session item. She mentioned the meeting will be adjourned after closed session and the next meeting will be held April 9, 2024, at 6:30 p.m. in the Oakley City Council Chambers.

10) ADJOURN

There being no further business, the meeting was adjourned at 8:30 p.m.

Respectively Submitted,

Libby Vreonis
City Clerk

MEMORANDUM

OAKLEY
CALIFORNIA

Date: March 26, 2024
To: Mayor and City Councilmembers
From: Derek P. Cole, City Attorney
CC: Joshua McMurray, City Manager
Subject: Closed Session Report-Out Memo

For Consideration at the City Council Meeting of April 9, 2024

Background and Analysis

The City Council considered the following closed session items during its regular meeting held March 26, 2024:

PUBLIC EMPLOYEE PERFORMANCE EVALUATION

Pursuant to Government Code Section 54954.5(e)

Title: City Manager

Direction was provided to staff. There was no reportable action.

Fiscal Impact

None.

Recommendation

Receive and file this report.

Attachments

None.

DATE: April 9, 2024

TO: Joshua McMurray, City Manager

FROM: Derek Cole, City Attorney

Approved and Forwarded to the City Council

SUBJECT: Resolution of the City Council of Oakley Accepting a Grant Deed Conveying to the City of Oakley Certain Real Property Interests (portions of APN 034-090-022, located at Laurel Road and O'Hara Avenue)

Background and Analysis

At the City Council's regular meeting on February 27, 2024, the City Council authorized the execution of a Purchase and Sale Agreement in which the owners of portions of property needed for the widening of Laurel Road and O'Hara Venue (CIP 280) are selling the property to the City. The parties are in escrow.

The proposed action is a formality California law requires when a public agency accepts a deed to real property. The Council is required by resolution to authorize a City officer to accept a deed. To this end, the proposed resolution authorizes the City Manager to accept the deed for the referenced parcels. This acceptance must be presented to the Contra Costa County Recorded for purpose of recording the grant deed for the transaction.

Consistency with the Oakley Strategic Plan 27+

The proposed action is consistent with The City's Sustainable Organization Goal.

Fiscal Impact

The City Council has previously authorized the sale of the referenced parcels. There is no additional cost associated with the acceptance of the parcel deeds.

Staff Recommendation

The City Council is requested to adopt the Resolution of the City Council of Oakley Accepting a Grant Deed Conveying to the City of Oakley Certain Real Property Interests

Attachments

1. Proposed Resolution Accepting Real Property

RESOLUTION NO. XX-24

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OAKLEY ACCEPTING A GRANT DEED CONVEYING TO THE CITY OF OAKLEY CERTAIN REAL PROPERTY INTERESTS

WHEREAS, California Government Code Section 27281 provides that deeds or grants conveying an interest in fee or easement upon real estate to a political corporation or governmental agency for public purposes shall not be accepted for recordation without the consent of the grantee evidenced by its resolution of acceptance; and,

WHEREAS, certain real property interests have been presented to the City of Oakley (hereinafter "City") for acceptance; and,

WHEREAS, the real property interests are set forth in a grant deed, attached hereto as Exhibit "A" and incorporated herein by this reference (hereinafter "Deed"); and,

WHEREAS, Exhibit "A" also sets forth the names of the grantor(s) of the real property interests as well as the location of the real property interests; and

WHEREAS, the owner(s) of the real property interest described in Exhibit "A" have offered to convey to the City the real property interests therein; and

WHEREAS, the City Council of the City of Oakley does hereby find and determine that it is in the best interests of the City to accept the Deed.

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Oakley hereby finds and directs as follows:

1. The foregoing recitals are true and correct.

2. The Deed, which is described in Exhibit "A," is hereby accepted by the City Council.

3. The City Manager is hereby authorized to sign the Certificate of Acceptance for said property in the form attached to this Resolution.

4. The City Clerk is hereby authorized and directed to cause the Deed to be recorded in the Office of the County Recorder for the County of Contra Costa.

PASSED AND ADOPTED by the City Council of the City of Oakley this 9th day of April, 2024 by the following vote:

AYES:
NOES:
ABSTENTION:
ABSENT:

APPROVED:

_____
Anissa Williams, Mayor

ATTEST:

_____ _____
Libby Vreonis, City Clerk Date

CERTIFICATE OF ACCEPTANCE

This is to certify that the interest in the real property conveyed by the grant deed dated [*insert*] from [*insert names of sellers*], to The City of Oakley, a municipal corporation, is hereby accepted by the undersigned officer on behalf of the City of Oakley, a municipal corporation, pursuant to authority conferred by Resolution No. _____ of the City Council of the City of Oakley, adopted on March ____, 2024, and the City of Oakley consents to recordation thereof by its duly authorized officer.

Dated:_____ By:_____

Joshua McMurray
City Manager

EXHIBIT A

DATE: April 9, 2024

Approved and Forwarded to the City Council

TO: Joshua McMurray, City Manager

FROM: Kevin Rohani, P.E., Public Works Director/City Engineer

SUBJECT: Adopt a Resolution Accepting the work associated with the Recreation Center Emergency Generator Project, Capital Improvement Project Number (CIP) 249 Construction Contract by Day's Generator Service, Inc.

Background and Analysis

The City's adopted FY 2023/24 CIP Budget designates funding for various citywide 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 Oakley residents.

The Oakley Recreation Center facility is the center of recreational activities and programs in Oakley. The current Recreation Center did not have a standby emergency generator to address the frequent PG&E power outages that take place in this region.

The CIP 249 project included installation of a standby emergency generator to provide continues electricity to the facility during the PG&E power outages and emergencies.

On September 13, 2022, the City Council awarded a contract to Day's Generator Service, Inc. for the construction of the Recreation Center Emergency Generator Project – CIP 249. This work has been successfully completed by Day's Generator Service, Inc. and the generator is in service.

Consistency with the Oakley Strategic Plan 27+

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

Fiscal Impact

The authorized budget for the construction of this project was $287,848. This project was completed on time and within the authorized budget for a complete total cost of $285,148.

Pursuant to the contract documents, 5% of the accrued costs were withheld from the amount paid to the contractor. These funds are called "retention," and are held until the end of the project to ensure that the contractor completes the project in a timely manner. Approval of this item will authorize the release of the retention payment to the contractor. The retention was already budgeted as part of the contract and change order approvals, so there is no additional fiscal impact associated with this action.

Staff Recommendation

Staff recommends that the City Council adopt the Resolution accepting Capital Improvement Project Number 249 – Recreation Center Emergency Generator Project as constructed by Day's Generator Service, 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

RESOLUTION NO. ___-24

ADOPT A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OAKLEY ACCEPTING THE WORK AS COMPLETE BY DAY'S GENERATOR SERVICE, INC., FOR CAPITAL IMPROVEMENT PROJECT (CIP) NUMBER 249 – RECREATION CENTER EMERGENCY GENERATOR PROJECT

WHEREAS, on September 13, 2022, by adopting Resolution No. 96-22, the City Council awarded a construction contract to Day's Generator Service, Inc., for the construction of the Recreation Center Emergency Generator Project - CIP Number 249; and

WHEREAS, Day's Generator Service, Inc., has satisfied the contractual requirements necessary for the acceptance of the Recreation Center Emergency Generator Project - CIP Number 249, and the project is now deemed complete in the final cost of $285,148.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Oakley that the Recreation Center Emergency Generator Project - CIP Number 249 is hereby accepted as complete.

BE IT FURTHER RESOLVED AND ORDERED that the City Clerk is hereby directed to file a Notice of Completion for the Recreation Center Emergency Generator Project - CIP Number 249 with the County Recorder.

PASSED AND ADOPTED by the City Council of the City of Oakley this 9th day of April 2024 by the following vote:

AYES:
NOES:
ABSENT:
ABSTENTIONS:

APPROVED:

_____
Anissa Williams, Mayor

ATTEST:

_____
Libby Vreonis, 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
Capital Improvement Project Number 249 – Recreation Center Emergency Generator Project

NOTICE IS HEREBY GIVEN THAT:

The CITY OF OAKLEY, a political subdivision of the State of California, did, on September 13, 2022, enter into an agreement with Day's Generator Service, Inc. for the construction of Capital Improvement Project (CIP) Number 249 – Recreation Center Emergency Generator Project, with work located at 1250 O'Hara Avenue in Oakley, CA.

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 CIP Number 249 – Recreation Center Emergency Generator Project.

On April 9, 2024, 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 9th day of April 2024 at Oakley, California.

Date: _____

By: _____
Libby Vreonis, City Clerk
City of Oakley, California

DATE: April 9, 2024

TO: Joshua McMurray, City Manager

FROM: Kevin Rohani, P.E., Public Works Director/City Engineer

Approved and Forwarded to the City Council

SUBJECT: Accept the Fiscal Year (FY) 2023/24 Third Quarter Report on the Capital Improvement Program

Background and Analysis

This report summarizes the status of the various projects in the City of Oakley Capital Improvement Program (CIP) at the end of the Third Quarter for Fiscal Year (FY) 2023/24.

The City's CIP is a multi-year forecast of capital needs that includes new construction projects and planned improvements to existing facilities. The CIP establishes structure by identifying, prioritizing, approving, and the funding of capital improvement projects. Since the demand for capital projects typically exceeds the amount of available funds, projects are prioritized based on the City Council's Strategic Goals.

The following highlights some of the projects and their progress in the Third Quarter of FY 2023/24 (January-March 2024):

1. Oakley Regional Community Park Project

Project # 176
Schedule: Project Master Planning is underway
Budget: $3,502,609
Funding Source: Community Park Fund, and Park Impact Fee

This project transforms a 55-acre site at the end of Sellers Avenue that was given to the City as part of the development agreements with the Emerson, Gilbert, and Burroughs development projects. This site had several deteriorated structures related to a dairy farm that had been closed for decades. The first phase of this project was to demolish and remove the abandoned structures, which were a safety concern, and to clean up the site. This task was accomplished in the summer of 2019. In March of 2021, the City applied for a State Proposition 68 grant to fund the first phase of this project and did not qualify for the grant. The construction of the Oakley Regional Park will span several years as funding is secured through a combination of Grants and local funds. A new Master Planning study of this site started in early 2023 which will be completed by spring 2024. The study will outline the community and City Council preference on the features that this park would have. Upon completion of this process, staff will pursue grant funding for the implementation of this park master plan.

2. Main Street Bridge Rehabilitation at Contra Costa Canal Project

Project # 187
Schedule: Construction is completed
Budget: $535,343
Funding Source: Measure J Fund, Caltrans Grant

The existing Main Street Bridge that crosses the Contra Costa Canal has needed rehabilitation to protect its structural integrity and to keep it off of the Caltrans structurally deficient list. The City of Oakley does not have a designated funding source for repairing, maintaining, and improving the City's bridges, and relies upon grant programs for major bridge improvement projects. Staff had applied for Highway Bridge Replacement and Rehabilitation (HBRR) grant funding for this project and secured funding for the project. The rehabilitation work includes both structural improvements and surface treatment on bridge deck. The construction of this project was completed in February 2024.

3. East Cypress Road Widening (Knightsen Avenue to Jersey Island Road) Project

Project # 247
Schedule: Construction is underway
Budget: $11,180,000
Funding Source: Traffic Impact Fee Fund, Gas Tax, RMRA, Measure J

The growth and development of new subdivision projects along the East Cypress Road corridor has necessitated various infrastructure improvements to accommodate the increased traffic volumes on this road. This project will widen and improve East Cypress Road from Knightsen Avenue to west of Jersey Island Road. The improvements will include curb, gutter, sidewalk and a median island. The construction of this project is underway, and it is anticipated to be completed by spring 2025.

4. Cypress Grove Subdivision Pump Station Building Project

Project # 255
Schedule: Construction is underway
Budget: $1,732,944
Funding Source: CFD Fund

At the Cypress Grove Subdivision, the pump station, emergency generator, and its associated electrical components are housed in a building with only a half roof and are

exposed to the environmental elements. The components degrade much quicker when exposed to the elements and require more frequent service and costly replacement. This project will construct a full roof and new walls on the existing building to enclose and protect the valuable mechanical components and promote their longevity. In addition, this project will upgrade the electrical and mechanical parts of this pump station. It is anticipated that the construction work will be completed by summer 2024.

5. Irrigation Well Installation at City's Freedom Basin Project

Project # 265
Schedule: Construction is underway
Budget: $400,000
Funding Source: Public Facilities and Park Impact Fee Fund

This project will install a new irrigation well adjacent to O'Hara Avenue next to the City owned storm drain basin, more commonly known as Freedom basin. This new well will provide the City with an independent, stable, and continuous source of water to irrigate the large field that is used by an assortment of leagues for sporting activities. The existing well used to irrigate the field is owned and operated by the High School District, and due to its continuous breakdowns, this well is not a reliable source to provide the massive amount of irrigation water needed for this field. It is anticipated that the construction work will be completed by fall 2024.

6. Laurel Road Extension Project (Teton Road to Sellers Avenue)

Project # 273
Schedule: Design is underway
Budget: $360,000
Funding Source: Traffic Impact Fee Fund

This Project will extend Laurel Road from Teton Road to Sellers Avenue, providing an alternate and much needed secondary route for the residents of far east Oakley along East Cypress Road. Currently, the only major access in and out of far east Oakley is via East Cypress Road. This current route along East Cypress Road passes by an elementary and middle school and crosses the Burlington Northern Santa Fe (BNSF) railroad tracks. Traffic volumes have increased over the years and continue to grow with the new housing developments in far east Oakley. Extending Laurel Road from Teton Road to Sellers Avenue will provide much-needed direct access to Highway 4 and job centers in the Bay Area and reduce traffic congestion from East Cypress Road. This project will construct a new bridge across the BNSF railroad tracks and construct

a new 4-lane roadway with curb, gutter, sidewalk, medians, and streetlights. In addition, a new traffic signal will be constructed at the intersection of Laurel Road and Sellers Avenue. The preliminary design of this project is completed. Staff will be working on the Right of Way acquisition process and securing funding for the construction of this project, which is estimated to be nearly $40M.

7. Laurel Road Widening Project (O'Hara Avenue to Cloverbrook Avenue)

Project # 280
Schedule: Design is underway
Budget: $1,227,000
Funding Source: Traffic Impact Fee Fund, ARPA

Laurel Road from O'Hara Avenue to Cloverbrook Avenue is the last section of Laurel Road that needs to be widened and improved. Laurel Road is a major Arterial Road and the City's designated truck route with a direct connection to Highway 4. This section of Laurel Road has not been widened or improved due to the lack of Right of Way and is starting to deteriorate due to the large volume of vehicles that use Laurel Road every day. Staff worked for the past few years with the property owners at the intersection of Laurel Road and O'Hara Avenue and secured the necessary right of way for the roadway widening. The design of this project is currently underway and will require major utility relocation of the Western Area Power Administration (WAPA) utility poles. WAPA has informed the City that they will be relocating their utility poles by August 2024 and the actual construction of all roadway widening and improvements is anticipated to start by September 2024 and be completed by summer 2025.

8. Enrico Cinquini Park Construction Project

Project # 281
Schedule: Design is underway
Budget: $4,200,000
Funding Source: Park Impact Fee Fund

The developer of the Stonewood Subdivision, a collection of 262 lots, was conditioned to construct a new park (Enrico Cinquini Park) at the intersection of Rose Avenue and Carpenter Road. The obligation of the developer is the total amount of their Park Impact Fee ($2.1M), which would not be sufficient to construct this park and its associated facilities and features. As a result, the City will design and construct this park by utilizing the Park Impact Fee obligation of the developer, as well as supplementing it with additional City Park Impact fees. This beautiful and feature packed park for the community will include a new natural turf field, site grading,

landscaping and irrigation, a half basketball court, a bocce ball court, a cornhole court, a splashpad water feature, a playground, restroom, and a covered picnic area. The design of the project is currently underway, and construction is anticipated to start in fall 2024.

9. Koda Dog Park Shade Structure

Project # 287
Schedule: Construction is completed
Budget: $150,000
Funding Source: Park Impact Fee Fund

The Koda Dog Park has become a very popular destination for residents and visitors to bring their dogs to exercise and play. One of the frequent requests from the community has been for shade structures at this park, especially in the areas where people can sit on benches while their dogs play. This project constructed new shade structures that complement this park and its facilities for the enjoyment of all visitors to the Koda Dog park. The construction of this project was completed in February 2024.

10. Pedestrian Crossing Lighting System Installation at O'Hara Avenue and Trail Crossing Project

Project # 294
Schedule: Design is underway
Budget: $75,000
Funding Source: Street Maintenance & Rehab Fund and RMRA State Grant

The City has been able to secure State grant funding to install new lighted crosswalk systems on O'Hara Avenue at the trail crossing. This project will improve the safety for pedestrians and bicyclists who ride on the trail as they cross O'Hara Avenue. It is anticipated that the construction work will start in spring 2024.

11. FY 2023/24 Curb, Gutter and Sidewalk Reconstruction Project

Project # 295
Schedule: Construction is underway
Budget: $100,000
Funding Source: RMRA Fund

This project repairs and replaces damaged concrete curb, gutter, and sidewalk in the community as part of the 50-50 cost sharing program between the City and property owners. This project has been successfully implemented for the past few years and has continued into FY 2023/24. This project has helped to provide safe pedestrian facilities and reduce liability and claims for trip and fall accidents. The construction of this project is anticipated to be completed by summer 2024.

12. East Cypress Road Widening (Jersey Island Road to Bethel Island Road) Project

Project # 302
Schedule: Design is underway
Budget: $20,000,000
Funding Source: To Be Determined

The growth and development of new subdivision projects along the East Cypress Road corridor has necessitated various infrastructure improvements to accommodate the increased traffic volumes on this road. This project will widen and improve East Cypress Road from Jersey Island Road to Bethel Island Road. The improvements will include roadway widening, bicycle lanes, curb and gutter, sidewalks, traffic signals, underground utilities, and median landscaping. The widening will complement the similar improvements that are being constructed on East Cypress Road from Knightsen Avenue to west of Jersey Island Road. The design of this project is underway, and construction is anticipated to start in 2026.

13. Public Works Operations Building Remodeling Project

Project # 303
Schedule: Bidding is underway
Budget: $200,000
Funding Source: Public Facilities Fund

The Public Works Operations Building used to be the suite of the former ACE Hardware Store. Since the City purchased this building, there have not been any major improvements related to the office spaces in the building. With the growth of the Public Works Department and increased demands for services from the community, this project will remodel the inside of the building to make a better functional workspace for the staff and their operations. The design of the project is completed, and the bidding phase is currently underway. It is anticipated that the construction work will start in spring 2024.

14. East Cypress Road Widening at CCWD Canal Crossing Project

Project # 310
Schedule: Design is underway
Budget: $9,500,000
Funding Source: Traffic Impact Fee, General Capital Project Fund, Gas Tax, and Streets Maintenance and Rehab Fund

CCWD has undertaken the process of replacing the open canal in Oakley from the canal crossing near Main Street and has extended eastwards behind the Cypress Grove, Emerson, Delaney, and Burroughs subdivisions up to east Cypress Road. CCWD has also undergrounded the remainder of this canal from south of East Cypress Road to its connection point at Rock Slough. The existing canal crosses East Cypress Road and will have to be replaced as part of the City's East Cypress Road widening project. The City is collaborating with CCWD in all phases of the canal undergrounding project and at the East Cypress Road. The City will take the lead in undergrounding the canal and construction of the new and widened roadway. This project will not only underground approximately 600' of the open canal, but also widen East Cypress Road to City standards to complement and connect to the improvements that are being constructed on this roadway as part of CIP 247. It is anticipated that the construction of CIP 310 work will start in early 2025.

Consistency with the Oakley Strategic Plan 27+

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

Fiscal Impact

Each project listed in this report has a budgeted source of funds which have been approved by the City Council. These sources include Grants, Gas Tax, Measure J Sales Tax, Traffic Impact Fees, General Fund, Main Street Fund, and other Special Use funds. There is no fiscal impact associated with this CIP Update, this report is solely for informational purposes and no funding allocations are requested.

Staff Recommendation

The Oakley City Council should provide comments and input to staff on the CIP report for the Third Quarter of FY 2023/24.

DATE: April 9, 2024

Approved and Forwarded to the City Council

TO: Joshua McMurray, City Manager

FROM: Kevin Rohani, P.E., Public Works Director/City Engineer

SUBJECT: Approval of agreement with Francisco & Associates, Inc. to provide Professional Assessment Engineering Services to the City of Oakley for Fire Protection Services Community Facility District (CFD), Police Services Special Tax (P6), Street Lighting and Landscape Assessment District (LLAD), and Parks, Street Lighting, Landscape & Stormwater Services Community Facility District (CFD), and Oakley Plaza Common Area Maintenance (CAM) for Fiscal Years (FY) 2024/25 and FY 2025/26

Background and Analysis

On July 10, 2000, the City Council approved a resolution ordering the formation of the first City of Oakley Street Lighting and Landscape Assessment District No. 1 (LLAD) & Police Tax (P6) to fund the maintenance and operation of public parks, landscaping, and street lighting and Police Services. The City of Oakley has been using the services of Francisco & Associates, Inc. to provide Professional Assessment Engineering Services over the years and this firm has provided exemplary service to the City of Oakley and are very familiar with the Oakley community and its financial structure.

The Landscaping and Lighting Act of 1972 requires that an annual review and updated Engineer's Report be prepared to set assessment rates each fiscal year. The Act also requires an Engineer's Report to be generated for any new assessment districts and approved by the City Council.

As in previous years, City staff is recommending that Francisco and Associates, Inc. assist the City in preparing the LLAD, CFD, CAM, and P6 Engineer's Report for FY 2024/25 and 2025/26; annexations into the CFD or formation of a new CFD Assessment District if requested; placement of the approved LLAD, CFD, and P6 assessments on the FY 2024/25 property tax roll; and fielding property owner inquiries throughout the fiscal year. In addition, Francisco & Associates, Inc. will assist the City with updating the current LLAD, CFD, CAM, and P6 asset inventory. The award of the Agreement is exempt from competitive bidding under Section 3.6.010 of the Oakley Municipal Code paragraph 1) which provides an exception for competitive bidding on "Contracts involving the acquisition of professional or specialized services, such as, but not limited to, services rendered by architects, attorneys, engineers, and other specialized consultants".

Consistency with the Oakley Strategic Plan 27+

This item is consistent with the Strategic Plan 27+ Finance and Fiscal Responsibility goals.

Fiscal Impact

Approval of the resolution will authorize the City Manager to execute the agreement with Francisco & Associates, Inc. for a cost not to exceed $90,790.00 for Professional Assessment Engineering Services related to the LLAD, CFD, CAM, and P6 for FY 2024/25 and FY 2025/26, which will have an updated budget at the time the FY 2025/26 is processed; with the option to extend the agreement until 2028 if work is performed satisfactorily. Each District will pay their share of costs associated with the contract and will not be paid for by the City's General Fund.

Staff Recommendation

City staff recommends the City enter into a contract with Francisco & Associates, Inc. to provide Professional Assessment Engineering Services for LLAD, CFD, CAM, and P6 for FY 2024/25 and FY 2025/26 for a cost not to exceed $90,790.00 per fiscal year through June 30, 2026, with the option of extending the agreement through June 30, 2028.

Attachments

1. Resolution
2. Proposal

RESOLUTION NO. __-24

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OAKLEY APPROVING AN AGREEMENT WITH FRANCISCO AND ASSOCIATES, INC. FOR PROFESSIONAL ASSESSMENT ENGINEERING SERVICES TO THE CITY OF OAKLEY FOR STREET LIGHTING AND LANDSCAPE DISTRICT, COMMUNITY FACILITY DISTRICT, THE POLICE AND FIRE SERVICES SPECIAL TAX AND COMMON AREA MAINTENANCE SERVICES FOR FISCAL YEAR 2024/25 AND 2025/26 AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT

WHEREAS, On July 10, 2000, City Council approved a resolution ordering the formation of the City of Oakley first Street Lighting and Landscape Assessment District to fund the maintenance and operation of public parks, landscaping ; and

WHEREAS, The Landscaping and Lighting Act of 1972 requires that requires an Engineer's Report to be generated for any new assessment districts or any annexations into existing assessment districts; and

WHEREAS, Francisco and Associates, Inc. has been preparing the financial and engineering reports for the City's Lighting and Landscape Assessment District, Community Facility District, and Police Services Special Tax for past several years and have done so in an exemplary way; and

WHEREAS, Francisco & Associates also has special knowledge and familiarity with these City of Oakley operations and handles all such professional services for the City, no competitive bidding process was necessary or completed for these contracts.

WHEREAS, Francisco and Associates, Inc. has submitted a proposal to prepare the financial and engineering reports for the City's Lighting and Landscape Assessment District, Community Facility District, Common Area Maintenance, and Police Services Special Tax for Fiscal Year 2024/25 in the not to exceed amount of $90,790 per Fiscal Year through 2025/26 with the option of extending the agreement through June 30, 2028; and

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Oakley hereby approves the proposal from Francisco and Associates, Inc. for the preparation of financial and engineering reports for the City's Lighting and Landscape Assessment District, Community Facility District, Common Area Maintenance, and Police Services Special Tax, in the form attached hereto as Exhibit A, and authorizes the City Manager to execute an agreement.

PASSED AND ADOPTED by the City Council of the City of Oakley at a meeting held on the 9th of April, 2024 by the following vote:

AYES:
NOES:
ABSENT:
ABSTENTIONS:

APPROVED:

_____
Anissa Williams, Mayor

ATTEST:

_____
Libby Vreonis, City Clerk

_____
Date

Northern California
925-867-3400
Southern California
760-438-5330

March 27, 2024

Kevin Rohani, P.E.
Public Works Director/City Engineer
City of Oakley
3231 Main Street
Oakley, CA 94561

Subject: Proposal to provide Administration Services for the City's Community Facilities Districts; Landscape and Lighting Assessment District No. 1, Black Bear Diner/Oakley Plaza CAM Fees, and Police Services Special Tax (P-6) for Fiscal Year 2024-25

Dear Kevin:

Please find enclosed our proposal to administer the City of Oakley's Cypress Grove CFD No. 1; Emerson Ranch CFD No. 2015-1; Parks, Streetlight, Landscape & Stormwater Services CFD No. 2015-2; Fire Protection Services CFD No. 2018-1; Contra Costa Logistics Center CFD No. 2020-1; Summer Lake North CFD No. 2022-2; Landscape and Lighting Assessment District No. 1, Black Bear Diner/Oakley Plaza Common Area Maintenance fees, and Police Services Special Tax (P-6) for Fiscal Year 2024-25.

If you have any questions or comments regarding our proposal, please don't hesitate to call me at 925-867-3400.

Sincerely
FRANCISCO & ASSOCIATES



Ed Espinoza, P.E.
Principal

SCOPE OF WORK FOR COMMUNITY FACILITIES DISTRICTS

Francisco & Associates will complete the tasks needed to place the ensuing year's special taxes on the County's secured property tax rolls for Cypress Grove CFD No. 1; Emerson Ranch CFD No. 2015-1; Parks, Streetlight, Landscape & Stormwater Services CFD No. 2015-2; Fire Protection Services CFD No. 2018-1; Contra Costa Logistics Center CFD No. 2020-1; and Summer Lake North CFD No. 2022-2. Below is a summary of tasks to administer the City's Community Facilities Districts (CFDs) for Fiscal Year (FY) 2024-25.

Task 1 – Calculate FY 2024-25 Maximum Special Tax Rates

Calculate the increase to the Maximum Special Tax Rates for FY 2024-25 and confirm the new rates with City Staff.

Task 2 – Update Maintenance Improvement Diagrams

Coordinate with City staff to update maintenance improvement diagrams as applicable. The diagram(s) will show the type and location of improvements to be maintained by the special tax revenues.

Task 3 – Assist City staff to Develop the FY 2024-25 Budget

Coordinate with City staff to develop the FY 2024-25 services budget. For major capital improvements identified by City staff, provide recommended capital replacement reserve targets based on estimated date of construction, useful and remaining life, and estimated replacement cost at the end of useful life. These recommendations will serve as the basis to determine the amount that should be collected each fiscal year going forward so there are sufficient funds available to replace improvements at the end of their useful life.

Task 4 – Update the FY 2024-25 Database

Based upon the closed property tax roll from the County (July 1, 2024), update the parcel database. This includes, if necessary, researching any parcel splits, use code changes and changes in the number of units per parcel.

Task 5 – Determine FY 2024-25 Special Parcel Tax Rates

Calculate the FY 2024-25 special tax rates that will be needed to generate sufficient revenue to fund the FY 2024-25 services budget and coordinate with City staff for final approval.

Task 6 – Submit Special Taxes to the County

Francisco & Associates will submit the FY 2024-25 special tax roll to the County in their required electronic format for inclusion on the property tax roll. If there are any rejected parcels, we will research them and resubmit the corrected information to the County. All information will be filed with the County Auditor's office, prior to August 10, 2024, in accordance with the County's annual submittal requirements.

Task 7 – Final Special Tax Charge Verification

Coordinate with the County to verify that all the special taxes have been levied on each taxable property's property tax bill for the ensuing fiscal year. Provide the City with a final copy of the Report identifying each Assessor Parcel Number, land use classification, special tax amount, etc.

Task 8 – Assistance with Preparation of the CFD Annual Reports

Francisco & Associates will assist with preparation of the staff report and CFD annual report to be filed with City Council. Annual reports will include the following:

- Cost estimates for FY 2024-25;
- Summary of maximum and applied special tax rates for FY 2024-25;
- Summary of revenue for FY 2024-25;
- Maintenance Diagram(s) if applicable;
- California State Controller's Office required AB 2109 Parcel Tax Report for the prior fiscal year for inclusion in the City's Financial Transaction Report; and
- Special Tax Accountability Report for the prior fiscal year that is required to be filed with the legislative body annually.

Task 9 – Property Owner Assistance

Francisco & Associates will provide a toll free number to be placed on the property tax bills to field property owner inquiries throughout the fiscal year. This could include researching property owner questions, providing responses to their questions, and if necessary, coordinate any changes with the County Auditor's office.

SCOPE OF WORK FOR POLICE SPECIAL TAX AREA (P-6)

Francisco & Associates will complete the tasks needed to place the ensuing year's special taxes on the County's secured property tax rolls. Below is a summary of tasks to administer the City's Police Special Tax Area (P-6) for FY 2024-25.

Task 1 – Calculate Annual Special Parcel Tax Rate

Calculate the annual increase in the Special Tax Rates based upon the applicable Consumer Price Index and confirm increased rates with City Staff.

Task 2 – Calculate Annual Special Parcel Tax

Based upon the closed property tax roll from the County (July 1, 2024) update the parcel database to ensure the correct Special Tax will be allocated to each parcel correctly. This includes, if necessary, researching any parcel splits, use code changes, changes in the number of units or changes in the size of the parcel, etc. Identify if there were any annexations or de-annexations to the special tax which may affect revenues.

Task 3 – Submit Special Taxes to the County

Francisco & Associates will submit the special parcel tax to the County for inclusion on the property tax roll for FY 2024-25. If there are any rejected parcels, we will research them and resubmit the corrected information to the County. In accordance with the County's annual submittal requirements, all information will be filed with the County Auditor's office, prior to August 10, 2024.

Task 4 – Final Special Tax Charge Verification

Coordinate with the County to verify that all of the special parcel taxes have been levied on each assessable property owner's property tax bill for the fiscal year. Provide the City with a final copy of the Report identifying each Assessor parcel number, land use classification, special parcel tax amount, etc.

Task 5 – Final Special Parcel Tax Roll

Francisco & Associates will provide the City of Oakley with a Final Special Parcel Tax Roll in electronic format for their records.

Task 6 – Assistance with Preparation of the CFD Annual Reports

Francisco & Associates will assist with preparation of the staff report and CFD annual report to be filed with City Council. Annual reports will include the following:

- Summary of maximum and applied special tax rates for FY 2024-25;
- Summary of revenue for FY 2024-25;
- California State Controller's Office required AB 2109 Parcel Tax Report for the prior fiscal year for inclusion in the City's Financial Transaction Report; and
- Special Tax Accountability Report for the prior fiscal year that is required to be filed with the legislative body annually.

Task 7 – Property Owner Assistance

Francisco & Associates will provide a phone number to be placed on the property tax bills to field property owner inquiries throughout the fiscal year. This could include researching property owner questions, providing responses to their questions, and if necessary, coordinate any changes with the County Auditor's office.

SCOPE OF WORK FOR LANDSCAPE AND LIGHTING ASSESSMENT DISTRICT NO. 1

PHASE I - PREPARATION OF THE ENGINEER'S REPORT

Francisco & Associates will prepare the ensuing year's Engineer's Report for the City of Oakley. This report will include; a description of improvements, the annual budget for each benefit zone, the benefit spread methodology, assessment district diagram, maintenance improvement diagrams, and a listing of individual assessments for each parcel within the assessment district. The specific tasks to complete the Engineer's Report are as follows:

Task 1 - Project Kickoff Meeting

Meet with City staff to review scope of work, project schedule, and any changes to the proposed assessment district from the previous year. Identify if there were any annexations or de-annexations to the assessment district which may affect revenues. Identify if there has been any changes in the number and types of improvements that the City of Oakley is maintaining for the ensuing year. Discuss methods used to update the assessment roll, review the assessment methodology and changes in any Codes affecting the assessment district.

Task 2 - Collect Available Data

Collect available data from the County Assessor's office and City staff that is pertinent to the annual administration of the assessment district. The ensuing year's data would include the secured closed property tax roll from the County, Consumer Price Index (to calculate the maximum assessment rates) and the estimated actual expenditures and proposed budgets for each benefit zone from City staff.

Task 3 - Update Parcel Database

Update the parcel database to include the most current parcel information such as: property owner name, mailing address, situs address, use code, benefit zone, acreage, units and any other pertinent parcel attributes that are needed to calculate assessments.

Task 4 - Update Maintenance Improvement Diagrams

Update the Maintenance Improvement Diagrams in GIS to show all the improvements funded by Zone 1 and Zones 3-1 through 3-26 assessments.

Task 5 - Assist to Develop Assessment District Budgets for each Zone

Obtain current fund balances, along with projected expenditures and budgets for the ensuing fiscal year for each benefit zone from City staff. Review each of these items, along with the projected revenue for each Zone with City staff prior to the preparation of the Engineer's Report. In addition, update and review the Capital Asset program with City Staff as shown in Appendix C of the Engineer's Report.

Task 6 - DRAFT Preliminary Engineer's Report

Based upon the information received at the project kick-off meeting and other team meetings, prepare the DRAFT Preliminary Engineer's Report for City approval. The DRAFT Preliminary Engineer's Report will include a description of improvements, the ensuing year's maintenance budget for each benefit zone, the benefit spread methodology, Assessment Diagram, Maintenance Improvement Diagrams, and a listing of individual assessments for the ensuing year.

Submit the DRAFT Preliminary Engineer's Report to City staff for review, comment and approval. If requested, assist in preparing the Staff Report associated with the Preliminary Engineer's Report.

Task 7 - Preliminary Engineer's Report

Based upon the comments received from City staff on the DRAFT Preliminary Engineer's Report, prepare the Preliminary Engineer's Report and submit to City Staff for signature and City Council approval.

Task 8 - Final Engineer's Report

Based upon the comments received from City staff and City Council at the City Council meeting, prepare the Final Engineer's Report for City Council approval.

Task 9 - Filing of Engineer's Report, Assessment Diagram and Resolution Authorizing the Levy of Assessments

In accordance with the County's annual submittal requirements, file the Final Engineer's Report, Assessment Diagram, and Resolution Authorizing the Levy of Assessments with the County Auditor's office.

PHASE II – LLAD AUDITOR'S REPORT AND PROPERTY OWNER ASSISTANCE

Following the Public Hearing, Francisco & Associates will complete the tasks needed to place the ensuing year's assessments on the County's secured property tax rolls.

Task 1 - Calculate Annual Assessments

Based upon the closed property tax roll from the County (July 1, 2024), update the parcel database to ensure the correct assessments will be allocated to each parcel correctly. This includes, if necessary, researching any parcel splits, use code changes, changes in the number of units or changes in the size of the parcel.

Task 2 - Submit Assessments to the County

Francisco & Associates will submit the assessments to the County for inclusion on the property tax roll for FY 2024-25. If there are any rejected parcels, we will research them and resubmit the corrected information to the County. In accordance with the County's annual submittal requirements, file the Engineer's Report, Assessment Diagrams and Resolutions Authorizing the Levy of Assessments with the County Auditor's office, prior to August 10, 2024.

Task 3 - Final Assessment Verification

Coordinate with the County to verify that all of the assessments have been levied on each assessable property owner's property tax bill for the fiscal year. Provide the City with a final copy of the Report identifying each Assessor parcel number, land use classification, assessment amount, zone number, etc.

Task 4 - Final Assessment Roll

Francisco & Associates will provide the City of Oakley with a Final Assessment Roll in electronic format for their records.

Task 5 - Property Owner Assistance

Francisco & Associates will provide a number to be placed on the property tax bills to field property owner inquiries throughout the fiscal year. This could include researching property owner questions, providing responses to their questions, and if necessary, coordinate any changes with the County Auditor's office.

SCOPE OF WORK FOR BLACK BEAR DINER/OAKLEY PLAZA CAM FEES

Task 1 - Project Kickoff Meeting

Meet with City staff to review scope of work, project schedule, and any changes to the Blackbear Diner and/or Oakley Plaza Common Area Maintenance (CAM) fees from the previous year. Identify if there has been any changes in the number and types of improvements that the City of Oakley will be maintaining for the ensuing year.

Task 2 - Update CAM Maintenance Improvement Diagrams

Update the Maintenance Improvement Diagrams in GIS to show all the improvements funded by the Blackbear Diner and Oakley Plaza Common Area Maintenance fees.

Task 3 - Assist to Develop Budgets

Obtain current fund balances, along with projected expenditures and budgets for the ensuing fiscal year from City staff. Review each of these items, along with the projected revenue with City staff prior to the preparation of the Engineer's Report. In addition, update and review the Capital Asset program with City Staff.

Task 4 - Engineer's Report

Based upon the information received at the project kick-off meeting and other team meetings, prepare the Blackbear Diner and Oakley Plaza Engineer's Reports for City approval. The Engineer's Reports will include a description of improvements, the ensuing year's maintenance budget for each CAM, the benefit spread methodology, Maintenance Improvement Diagrams, and a listing of individual CAM fees for each property owner and tenant for the ensuing year.

Submit the Engineer's Report to City staff for review, comment and approval. Upon approval. Upon approval, coordinate with City staff to email a PDF of a cover letter and corresponding Engineer's Report to representatives for each property owner and tenant.

RESPONSIBILITIES OF THE CITY

- Secure qualified legal counsel to provide legal advice as needed;
- Provide resolutions required by the City Council and all legal notices, and schedule City Council meetings and hearings as required;
- Provide budgets for all improvements to be maintained;
- Provide access to records and data for land use data, including electronic map files and any other pertinent information; and
- Provide a Registered Engineer to review and sign the LLAD No. 1 Engineer's Report.

ADMINISTRATION FEE SCHEDULE FOR FISCAL YEAR 2024-25

Blackbear Diner/Oakley Plaza CAM Fees	$6,750 (Lump Sum)
Cypress Grove CFD No. 1	$3,950 (Lump Sum)
Emerson Ranch CFD No. 2015-1	$5,495 (Lump Sum)
Parks, Streetlighting, Landscaping, Stormwater CFD No. 2015-2	$25,000 (Lump Sum)
Fire Protection Services CFD No. 2018-1	$5,495 (Lump Sum)
Contra Costa Logistics Center CFD No. 2020-1	$4,575 (Lump Sum)
Summer Lake North Maintenance CFD No. 2022-2	$4,575 (Lump Sum)
Police Services Special Tax Area (P-6)	$6,950 (Lump Sum)
Landscape and Lighting Assessment District No. 1	$28,000 (Lump Sum)
TOTAL:	**$90,790**

Reimbursable expenses such as mileage, County Assessor maps, and County data are included in the lump sum fees above.

CFD No. 2015-2 AND P-6 ANNEXATION FEE SCHEDULE

Developers requesting to be annexed into CFD No. 2015-2 will be charged the following fees to annex their project into the CFD to pay for Francisco & Associates services:

CFD No. 2015-2 Annexation Fees		
Development Description	**No. of Parcels at Buildout**	**Annexation Fee**
Residential	Up to 25	$5,250
	26 to 100	$5,500
	101 to 200	$5,750
	201 to 300	$6,000
	301 to 400	$6,250
	401 or more	$6,500
Commercial or Multifamily	Up to 5.0 acres	$5,250
	5.0 - 10 acres	$5,750
	10 acres or more	$6,250

Developers requesting to be annexed into the Police Services Special Tax Area (P-6) will be charged the following fees to pay for Francisco & Associates services to annex their project into the P-6:

P-6 Annexation Fees		
Development Description	**No. of Parcels at Buildout**	**Annexation Fee**
Residential	Up to 5	$2,750
	6 to 100	$2,750
	101 to 200	$2,750
	201 to 300	$2,750
	301 to 400	$2,750
	401 or more	$2,750
Commercial or Multifamily	Up to 5.0 acres	$2,750
	5.0 - 10 acres	$2,750
	10 acres or more	$2,750

DATE: April 9, 2024

Approved and Forwarded to the City Council

TO: Joshua McMurray, City Manager

FROM: Kevin Rohani, P.E., Public Works Director & City Engineer

SUBJECT: Adopt a Resolution Approving a Subdivision Improvement Agreement and Final Map for Machado Property Subdivision 9615 located at the southwest corner of East Cypress Road and Machado Lane

Background and Analysis

On November 23, 2021, MLC Holdings filed an application to request approval of a Vesting Tentative Map (TM 03-21) subdividing approximately 20.11 acres into 76 single family residential lots. The development includes frontage improvements on East Cypress Road, frontage improvements of Machado Lane, improvement of a pocket park with a playground, a stormwater detention treatment area, and emergency vehicle access. This subdivision is located at the southwest corner of Machado Lane and East Cypress Road on APNs 033-190-003 and 033-190-004.

On February 7, 2023, Resolution 04-23, the Planning Commission approved the recommendation for the City Council to approve the Vesting Tentative Map for this development.

On June 13, 2023, Resolution 66-23, the City Council made findings and adopted a mitigated negative declaration for the project known as Machado Property Subdivision 9615 including approval of the entitlements for a Vesting Tentative Map (TM 03-21), Final Development Plan (FDP 01-21), and Design Review (DR 10-21).

The developer has coordinated with staff over the last few months to satisfy the conditions of approval required for this development. The improvements for this development include the widening of East Cypress Road between approximately 800 feet east of Rubens Way to Machado Lane. The construction of the ultimate curb line along the south side of East Cypress Road will be completed in this segment. Full frontage landscaping along the median island and streetscape along the project frontage is included in these improvements. The project also includes a traffic signal modification of East Cypress Road and Machado Lane. Frontage improvements along the west side of Machado Lane will be improved to serve the existing residents of this area and future residents of this development.

In order to satisfy all remaining conditions of approval, a Subdivision Improvement Agreement must be approved with the recordation of the final map.

Meritage Homes of California, Inc. has now requested approval by the City Council to execute the Subdivision Improvement Agreement and approve the final map for Subdivision 9615 Machado Property.

The City Engineer and City Surveyor have reviewed the tentative map approval documents and the final map, and have found the map to be technically correct, in substantial compliance with the conditionally approved tentative map, development agreement, and all final map conditions of approval have been met (or are being secured by way of this agreement).

Consistency with the Oakley Strategic Plan 27+

This item is consistent with the Strategic Plan 27+ Community Health and Safety goals under Community Health and Safety Goal to build safe streets and healthy neighborhoods. The improvement of the project frontage along East Cypress Road is consistent with the Safe Streets objective to improve our infrastructure for main arterial roadways to provide safe passage for people including emergency responders.

Fiscal Impact

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

Staff Recommendation

Staff recommends that the City Council adopt the Resolution to execute the Subdivision Improvement Agreement and approve the Final Map for Subdivision 9615 Machado Property.

Attachments

1. Vicinity Map
2. Resolution Approving the Final Map
3. Resolution Approving the Subdivision Improvement Agreement
4. Subdivision Improvement Agreement (SIA)
   - Exhibit A – City Council Resolution No. 66-23
   - Exhibit B – Prevailing Wage
   - Exhibit C – Insurance Requirements
   - Exhibit D – Verification of Required Insurance
   - Exhibit E – Engineer’s Estimate
5. Reduction of Subdivision 9615 Machado Property Final Map



Vicinity Map
Subdivision 9615
Machado Property

RESOLUTION NO. ___-24

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OAKLEY APPROVING THE FINAL MAP FOR MACHADO PROPERTY SUBDIVISION 9615

WHEREAS, On November 23, 2021, MLC Holdings filed an application to request approval of a Vesting Tentative Map (TM 03-21) subdividing approximately 20.11 acres into 76 single family residential lots. The development includes frontage improvements on East Cypress Road, frontage improvements of Machado Lane, improvement of a pocket park with a playground, a stormwater detention treatment area, and emergency vehicle access. This subdivision is located at the southwest corner of Machado Lane and East Cypress Road on APNs 033-190-003 and 033-190-004.

WHEREAS, On February 7, 2023, Resolution 04-23, the Planning Commission approved the recommendation for the City Council to approve the Vesting Tentative Map for this development; and,

WHEREAS, On June 13, 2023, Resolution 66-23, the City Council made findings and adopted a mitigated negative declaration and the project known as Machado Property Subdivision 9615 including approval of the entitlements for a Vesting Tentative Map (TM 03-21), Final Development Plan (FDP 01-21), and Design Review (DR 10-21); and,

WHEREAS, Meritage Homes of California, Inc. has satisfied the necessary conditions of approval for Subdivision 9615 Machado Property Subdivision, as approved by the City Council on June 13, 2023, Resolution Number 66-23; and

WHEREAS, the City Engineer has determined that the conditions of approval required prior to final map approval for the project have been satisfied; and

WHEREAS, the City Surveyor has determined that the final map attached herein 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 9615 Machado Property”, as prepared by Carlson, Barbee, & Gibson, Inc. be approved.

PASSED AND ADOPTED by the City Council of the City of Oakley, California, this 9th day of April 2024 by the following vote:

AYES:
NOES:
ABSTENTIONS:
ABSENT:

APPROVED:

_____
Anissa Williams, Mayor

ATTEST:

_____ _____
Libby Vreonis, City Clerk Date

RESOLUTION NO. __-24

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OAKLEY APPROVING THE SUBDIVISION IMPROVEMENT AGREEMENT WITH MERITAGE HOMES OF CALIFORNIA, INC. FOR MACHADO PROPERTY SUBDIVISION 9615

WHEREAS, the City Council of the City of Oakley, California, wishes to enter into a Subdivision Improvement Agreement with Meritage Homes of California, Inc., a California Corporation, for the development of a residential subdivision known as Machado Property Subdivision 9615; and

WHEREAS, this agreement will require the developer to complete $3,376,000 for Public Improvements, $320,000 for Grading, and $410,458 for Park Improvements, in accordance with the project conditions of approval and City standard construction design.

NOW, THEREFORE, BE IT RESOLVED AND ORDERED, by the City Council of the City of Oakley that the Subdivision Improvement Agreement with Meritage Homes of California, Inc., a California Corporation, is hereby approved and the City Manager is hereby authorized to execute the Subdivision Improvement Agreement for the development of Machado Property Subdivision 9615 in the form attached hereto as Exhibit A is made part of this resolution.

PASSED, APROVED AND ADOPTED by the City Council of the City of Oakley at a meeting held on this 9th day of April 2024 by the following vote:

AYES:
NOES:
ABSENT:
ABSTENTIONS:

APPROVED:

_____
Anissa Wiilliams, Mayor

ATTEST:

_____
Libby Vreonis, City Clerk

_____
Date

CITY OF OAKLEY
SUBDIVISION IMPROVEMENT AGREEMENT
SUBDIVISION 9615

This agreement is made and entered into this 9th day of April, 2024 by and between the City of Oakley, a municipal corporation, hereinafter referred to as "CITY", and Meritage Homes of California, Inc., a California corporation, hereinafter referred to as "DEVELOPER".

R E C I T A L S

WHEREAS, it has been determined by the City Council of the City of Oakley, State of California, that DEVELOPER, the subdivider of Machado Property Subdivision 9615, desires to improve and dedicate those public improvements (hereafter “The Improvements”) required by the conditions of approval for the project as adopted by the City of Oakley City Council via Resolution Number 66-23 in accordance with the requirements and conditions set forth in approvals, the requirements of the Subdivision Map Act of the State of California, and those certain plans and specifications for said development approved by CITY and titled (i) “Machado Rough Grading Plans Subdivision 9615”, (ii) “Machado Improvement Plans Subdivision 9615”, as prepared by Carlson, Barbee & Gibson, Inc., and (iii) “Landscape Construction Documents for Machado Property Subdivision 9615” prepared by Studio 1515 Landscape Architecture (collectively, the “Improvement Plans”), now on file in the office of the City Engineer, which are hereby referred to for a more definite and distinct description of the work to be performed under this Agreement as though set forth at length herein; and

WHEREAS, DEVELOPER and CITY acknowledge that not all conditions of approval (“COA”) contained in Resolution Number 66-23 have been satisfied, but nevertheless, DEVELOPER desires to file a final map. The satisfaction of all COA are the subject of this Agreement. DEVELOPER’s agreement to satisfy all COA and construct the Improvements identified in the COA is a material part of the consideration for this Agreement; 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:

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

1. 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 03-21 for Subdivision 9615 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. 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 City of Oakley Municipal Code and Contra Costa County Ordinance Code as adopted and enforced by the City of Oakley.

DEVELOPER will commence construction of The Improvements within 30 days following the date on which CITY executes 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. It is understood that the City of Oakley was incorporated effective July 1, 1999, and as such continues to rely on certain laws, ordinances and design standards of the County of Contra Costa. 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.

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.

2. 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 $3,376,000 for Public Improvements, $320,000 for Grading and $410,458 Park Improvements. Said amounts include costs and reasonable expenses and fees which may be incurred in enforcing the obligation secured.

3. 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 said 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.

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.

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.

4. 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.

5. 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.

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. Inspection of the Work.

DEVELOPER shall guarantee free access to CITY through its City Engineer and his designated representative for the safe and convenient inspection of the work throughout its construction. Said CITY representative shall have the authority to reject all materials and workmanship which are not in accordance with the plans and specifications, and all such materials and or work shall be removed promptly by DEVELOPER and replaced to the satisfaction of CITY without any expense to CITY in strict accordance with the improvement plans and specifications.

8. Agreement Assignment.

This Agreement shall not be assigned by DEVELOPER without the written consent of CITY.

9. Abandonment of Work.

Neither DEVELOPER nor any of DEVELOPER's agents or contractors are or shall be considered to be agents of CITY in connection with the performance of DEVELOPER's obligations under this Agreement.

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, for the account and 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:

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:
Meritage Homes of California, Inc.
2850 Gateway Oaks Drive, Suite 200
Sacramento, CA 95833

Notices required to be given surety of DEVELOPER shall be addressed as follows:

Attn:
Lexon Insurance Company
12890 Lebanon Road
Mt. Juliet, TN 37122

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 CITY may record said abstract in the Official Records of Contra Costa County.

10. Use of Streets or Improvements.

At all times prior to the final acceptance of the work by CITY, the use of any or all streets and improvements within the work to be performed under this Agreement shall be at the sole and exclusive risk of DEVELOPER. The issuance of any building or occupancy permit by CITY for dwellings located within the tract shall not be construed in any manner to constitute a partial or final acceptance or approval of any or all such improvements by CITY. DEVELOPER agrees that CITY's Building Official may withhold the issuance of building or occupancy permits when the work or its progress may substantially and/or detrimentally affect public health and safety.

11. Safety Devices.

DEVELOPER shall provide and maintain such guards, watchmen, fences, barriers, regulatory signs, warning lights, and other safety devices adjacent to and on the tract site as may be necessary to prevent accidents to the public and damage to the property. DEVELOPER shall furnish, place, and maintain such lights as may be necessary for illuminating the said fences, barriers, signs, and other safety devices. At the end of all work to be performed under this Agreement, all fences, barriers, regulatory signs, warning lights, and other safety devices (except such safety items as may be shown on the plans and included in the items of work) shall be removed from site of the work by the DEVELOPER, and the entire site left clean and orderly.

12. Acceptance of Work.

Upon notice of the completion of the work covered by this agreement and the delivery of a set of final as-built plans to CITY by DEVELOPER, CITY, through its City Engineer or his designated representative, shall examine the work without delay, and, if found to be in accordance with said plans and specifications and this Agreement, shall recommend acceptance of the work to the City Council and, upon such acceptance, shall notify DEVELOPER or his designated agents of such acceptance. CITY reserves the right to not accept the work until all construction activities, including those related to building construction, within the project boundaries has been completed.

13. 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. Alterations in Plans and Specifications.

Any alteration or alterations made in the plans and specifications which are a part of this Agreement or any provision of this Agreement shall not operate to release any surety or sureties from liability on any bond or bonds attached hereto and made a part hereof, and consent to make such alterations is hereby given, and the sureties to said bonds hereby waive the provisions of Section 2819 of the Civil Code of the State of California.

15. 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 3.

16. Recitals.

The foregoing Recitals are true and correct and are made a part hereof.

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

APPROVED AS TO FORM:

_____
Derek P. Cole
City Attorney

ATTEST:

_____
Libby Vreonis, City Clerk

DEVELOPER

By:_____
Meritage Homes of California, Inc.
Jeremy Goulart
Vice President - Land

Exhibits:

Exhibit A – City of Oakley, City Council, Resolution No. 66-23

Exhibit B – Prevailing Wage

Exhibit C - Insurance Requirements

Exhibit D - Verification of Required Insurance

Exhibit E - Engineer’s Estimate

EXHIBIT A

(RESOLUTION No. 66-23)

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

CONSTRUCTION CONTRACTS

MINIMUM SCOPE AND LIMIT 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.

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 01forms 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 mod 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

EXHIBIT E

ENGINEER'S COST ESTIMATE

SUBDIVISION 9615
MACHADO PROPERTY

CONSISTING OF 10 SHEETS
BEING A SUBDIVISION OF PARCEL A AND PARCEL B AS SHOWN ON PARCEL MAP SUBDIVISION MS 24-85 FILED IN BOOK 121 OF PARCEL MAPS, PAGE 48, CONTRA COSTA COUNTY RECORDS
CITY OF OAKLEY, CONTRA COSTA COUNTY, CALIFORNIA

cbg CIVIL ENGINEERS

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

CIVIL ENGINEERS ▪ SURVEYORS ▪ PLANNERS

JANUARY 2024

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 DESCRIBED BELOW IS DEDICATED IN FEE FOR PUBLIC PURPOSES:

1) THE AREAS DESIGNATED "E. CYPRESS ROAD DEDICATION" FOR PUBLIC STREET PURPOSES

2) THE AREAS DESIGNATED "MACHADO LANE DEDICATION" FOR PUBLIC STREET PURPOSES

3) THE AREAS DESIGNATED "BADLANDS CIRCLE, CHANNEL CIRCLE, HEADWATER WAY, AND TERRACE DRIVE" FOR PUBLIC STREET PURPOSES

4) THE AREA DESIGNATED "PARCEL C" FOR PUBLIC PARK PURPOSES

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

1) THE AREAS DESIGNATED "PUBLIC UTILITY EASEMENT" (PUE) FOR USE OF STORM DRAIN, UNDERGROUND ELECTRIC, GAS, CABLE TELEVISION, AND TELEPHONE FACILITIES AND APPURTENANCES THERETO, INCLUDING CONSTRUCTION, ACCESS, AND MAINTENANCE OF SAID FACILITIES AND APPURTENANCES.

2) THE AREAS DEDICATED AS "EMERGENCY VEHICLE ACCESS EASEMENT" (EVAE) FOR THE INGRESS AND EGRESS OF EMERGENCY VEHICLES.

THE AREA DESIGNATED PARCEL A IS FOR PRIVATE STORM DRAIN AND PARK PURPOSES, AND IS TO BE CONVEYED TO THE HOMEOWNERS ASSOCIATION SUBSEQUENT TO THE FILING OF THIS MAP.

THE AREA DESIGNATED PARCEL B IS FOR OPEN SPACE PURPOSES AND IS TO BE CONVEYED TO THE HOMEOWNERS ASSOCIATION SUBSEQUENT TO THE FILING OF THIS MAP.

MERITAGE HOMES OF CALIFORNIA, INC., A CALIFORNIA CORPORATION

BY: _____

NAME: _____

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: _____

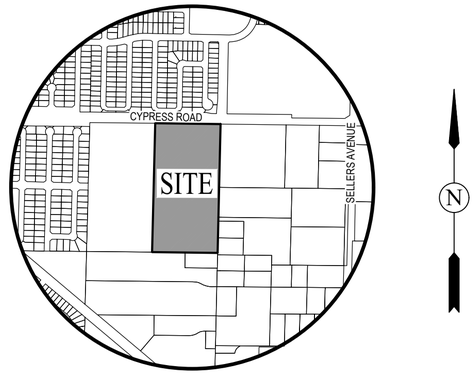
SURVEYOR'S STATEMENT

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 MERITAGE HOMES OF CALIFORNIA, INC. IN JULY OF 2022. 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, 2026, 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

LICENSED LAND SURVEYOR
MARK H. WEHBER
7960
STATE OF CALIFORNIA

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



VICINITY MAP

NOT TO SCALE

COUNTY RECORDER'S STATEMENT

THIS MAP, ENTITLED "SUBDIVISION 9615 MACHADO PROPERTY", IS HEREBY ACCEPTED FOR RECORDATION, SHOWING A CLEAR TITLE AS PER LETTER OF TITLE WRITTEN BY _____, DATED_____, AND AFTER EXAMINING THE SAME, I DEEM THAT SAID MAP COMPLIES IN ALL RESPECTS WITH THE PROVISIONS OF STATE LAWS AND LOCAL ORDINANCES GOVERNING THE FILING OF SUBDIVISION MAPS.

RECORDED AT THE REQUEST OF FIRST AMERICAN TITLE COMPANY AT_____.M., ON THE_____ DAY OF_____, 2024, IN BOOK_____ OF MAPS, AT PAGE _____, IN THE OFFICE OF THE COUNTY RECORDER OF CONTRA COSTA COUNTY, STATE OF CALIFORNIA.

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

BY: _____
DEPUTY COUNTY RECORDER

SUBDIVISION 9615
MACHADO PROPERTY

CONSISTING OF 10 SHEETS
BEING A SUBDIVISION OF PARCEL A AND PARCEL B AS SHOWN
ON PARCEL MAP SUBDIVISION MS 24-85 FILED IN BOOK 121 OF
PARCEL MAPS, PAGE 48, CONTRA COSTA COUNTY RECORDS
CITY OF OAKLEY, CONTRA COSTA COUNTY, CALIFORNIA

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ROSEVILLE ▪ (916)788-4456
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JANUARY 2024

SIGNATURE OMISSION NOTE:

PURSUANT TO GOVERNMENT CODE SECTION 66436 OF THE CALIFORNIA SUBDIVISION MAP ACT, THE SIGNATURES OF THE FOLLOWING PARTIES HAVE BEEN OMITTED:

1. PACIFIC GAS & ELECTRIC COMPANY: AN EASEMENT FOR ELECTRICAL TRANSMISSION PER BOOK 703, PAGE 41 OF OFFICIAL RECORDS AND INSTRUMENT NO. 1986–55009 OF OFFICIAL RECORDS.
2. EAST CONTRA COSTA IRRIGATION DISTRICT: AN EASEMENT FOR PIPELINES PER BOOK 2197, PAGE 433 OF OFFICIAL RECORDS.

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 9615 MACHADO PROPERTY"; THAT SAID SUBDIVISION AS SHOWN IS IN SUBSTANTIAL CONFORMANCE WITH THE TENTATIVE MAP APPROVED BY THE CITY OF OAKLEY CITY COUNCIL ON _____, 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.

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

REGISTERED PROFESSIONAL ENGINEER
KOUROSH ROHANI
No. 51138
CIVIL
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 9615 MACHADO PROPERTY" DATED_____, AND ANY SUBSEQUENT MODIFICATIONS THEREOF. WHICH INCLUDES THIS SUBDIVISION, UPON WHICH THIS FINAL MAP IS BASED.

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

SOILS REPORT

A SOILS REPORT ON WAS PREPARED BY ENGEO INCORPORATED, DATED NOVEMBER 11, 2020, PROJECT NO. 666.001.000, AND HAS BEEN FILED AT THE OFFICE OF THE CITY ENGINEER.

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 9615 MACHADO PROPERTY" AND AM SATISFIED THAT SAID MAP IS TECHNICALLY CORRECT.

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

LICENSED LAND SURVEYOR
TRACY L. GIORGETTI
No. 8720
STATE OF CALIFORNIA

CITY CLERK'S STATEMENT

I, LIBBY VREONIS, CITY CLERK AND CLERK OF THE COUNCIL OF THE CITY OF OAKLEY, DO HEREBY CERTIFY THAT THE HEREIN EMBODIED FINAL MAP ENTITLED, "SUBDIVISION 9615 MACHADO PROPERTY", CONSISTING OF TEN (10) 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 PARCELS, CIRCLES, COURTS, WAYS, STREETS AND ROADS OR EASEMENTS SHOWN THEREON AS DEDICATED FOR 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.

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

_____
LIBBY VREONIS
CITY CLERK AND CLERK OF THE COUNCIL OF THE
CITY OF OAKLEY, CONTRA COSTA COUNTY,
STATE OF CALIFORNIA

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 DUES TAXES HAVE BEEN PAID, AS CERTIFIED BY THE COUNTY REDEMPTION OFFICER.

DATE: _____

_____
MONICA NINO
CHIEF ASSISTANT CLERK OF THE BOARD OF SUPERVISORS
COUNTY OF CONTRA COSTA
STATE OF CALIFORNIA

CERTIFICATE OF DEDICATION FOR SAME PUBLIC PURPOSE

MERITAGE HOMES OF CALIFORNIA, INC., HAS DEDICATED HEREON CERTAIN PUBLIC RIGHTS OF WAY FOR E. CYPRESS ROAD, MACHADO LANE, TERRACE DRIVE, HEADWATER WAY, CHANNEL CIRCLE, AND BADLANDS CIRCLE FOR PUBLIC UTILITIES. THE CITY OF OAKLEY SHALL RECONVEY THE PROPERTY TO MERITAGE HOMES OF CALIFORNIA, LLC, OR ITS SUCCESSOR 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.

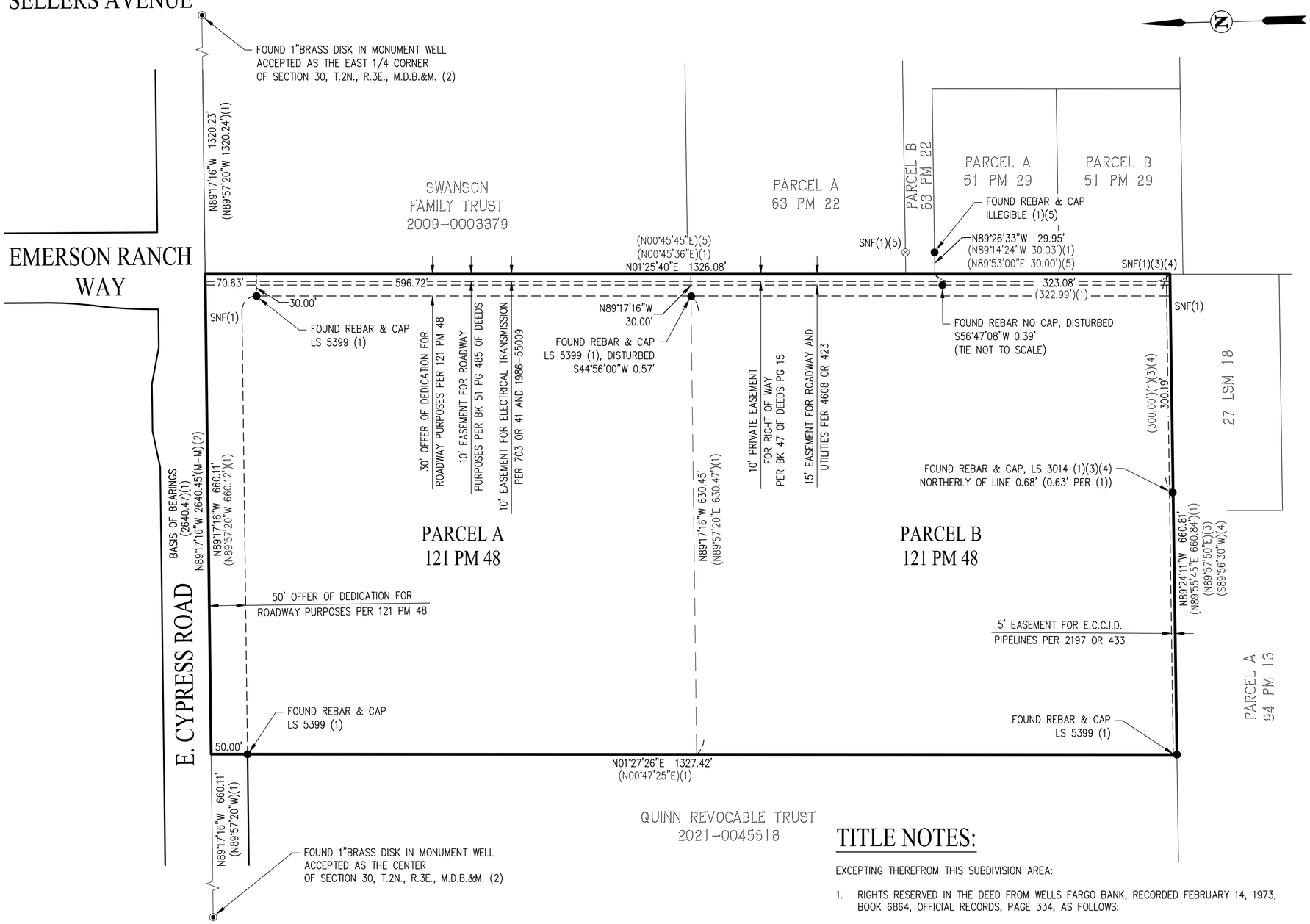
SUBDIVISION 9615
MACHADO PROPERTY

CONSISTING OF 10 SHEETS
BEING A SUBDIVISION OF PARCEL A AND PARCEL B AS SHOWN ON PARCEL MAP SUBDIVISION MS 24-85 FILED IN BOOK 121 OF PARCEL MAPS, PAGE 48, CONTRA COSTA COUNTY RECORDS
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SCALE: 1" = 100' JANUARY 2024

100' 0' 50' 100' 200' 400'
GRAPHIC SCALE



BASIS OF BEARINGS:

THE BASIS OF BEARINGS FOR THIS SURVEY IS DETERMINED BY FOUND MONUMENTS ON THE CENTERLINE OF CYPRESS ROAD. THE BEARING BEING N89°17'16"E PER SUBDIVISION 9347 RECORDED IN BOOK 530 OF MAPS, PAGE 18, CONTRA COSTA COUNTY RECORDS.

LEGEND

———	SUBDIVISION BOUNDARY LINE
———	RIGHT OF WAY LINE
———	LOT LINE
– – – –	EASEMENT LINE
——— – ———	MONUMENT LINE
- - - - - -	TIE LINE
(T)	TOTAL
(R)	RADIAL BEARING
(M-M)	MONUMENT TO MONUMENT
(M-PL)	MONUMENT TO PROPERTY LINE
◉	FOUND STANDARD STREET MONUMENT
●	FOUND MONUMENT AS NOTED
◎	SET 2.5"BRASS DISK IN MONUMENT WELL, LS 7960
○	SET 5/8" REBAR AND CAP OR NAIL AND TAG, LS 7960
⊗	SEARCHED FOR, NOT FOUND
EVAE	EMERGENCY VEHICLE ACCESS EASEMENT
E.C.C.I.D.	EAST CONTRA COSTA IRRIGATION DISTRICT
PUE	PUBLIC UTILITY EASEMENT

PRIVATE EASEMENT NOTES:

HOLDERS OF PRIVATE EASEMENTS WITHIN THIS SUBDIVISION AREA:

1. MATTHEW P. RAMOS: AN EASEMENT FOR ROADWAY PER BOOK 51, PAGE 485 OF DEEDS.
2. DUANE AND IRENE JAMES: AN EASEMENT FOR ROADWAY AND UTILITIES PER BOOK 4608, PAGE 423 OF OFFICIAL RECORDS.

TITLE NOTES:

EXCEPTING THEREFROM THIS SUBDIVISION AREA:

1. RIGHTS RESERVED IN THE DEED FROM WELLS FARGO BANK, RECORDED FEBRUARY 14, 1973, BOOK 6864, OFFICIAL RECORDS, PAGE 334, AS FOLLOWS:

   "THE UNDERSIGNED HEREBY RESERVED 1/2 OF ALL MINERAL RIGHTS THEREUNDER, BELOW A POINT 500 FEET BELOW THE SURFACE OF SAID LAND WITHOUT ANY RIGHTS WHATSOEVER TO ENTER UPON THE SURFACE OF SAID LAND."

2. "ALL OIL, GAS, CASINGHEAD GAS, ASPHALTUM AND OTHER HYDROCARBONS NOW OR HEREAFTER FOUND, SITUATED OR LOCATED IN ALL OR ANY PART OF PORTION OF THE LANDS HEREINAFTER DESCRIBED LYING MORE THAN 500 FEET BELOW THE SURFACE THEREOF, TOGETHER WITH THE RIGHT TO SLANT DRILL FOR AND REMOVE ALL OR ANY OF SAID OIL, GAS, CASINGHEAD GAS, ASPHALTUM AND OTHER HYDROCARBONS LYING BELOW A DEPTH OF MORE THAN 500 FEET BELOW THE SURFACE THEREOF, BUT WITHOUT ANY RIGHT WHATSOEVER TO ENTER UPON THE SURFACE OF SAID LANDS OR ANY PART OR PORTION THEREOF, LYING WITHIN 500 FEET VERTICAL DISTANCE BELOW THE SURFACE THEREOF."

NOTES:

1. DISTANCES SHOWN HERON ARE FEET AND DECIMALS THEROF, AND ARE GROUND LEVEL DISTANCES.
2. THE GROSS AREA WITHIN THE SUBDIVISION BOUNDARY IS 20.11 AC±. THE NET AREA WITHIN THE SUBDIVISION BOUNDARY IS 17.73 AC± (2.38 AC± WILL BE DEDICATED TO E. CYPRESS ROAD AND MACHADO LANE)
3. THE LINES ARE PERPENDICULAR TO CENTERLINES AND MONUMENT LINES UNLESS OTHERWISE NOTED.

REFERENCES:

(#) INDICATES REFERENCE NUMBER
(1) PARCEL MAP SUBDIVISION MS 24-85 (121 PM 48)
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(4) RECORD OF SURVEY (27 LSM 18)
(5) PARCEL MAP SUBDIVISION MS 208-76 (63 PM 22)

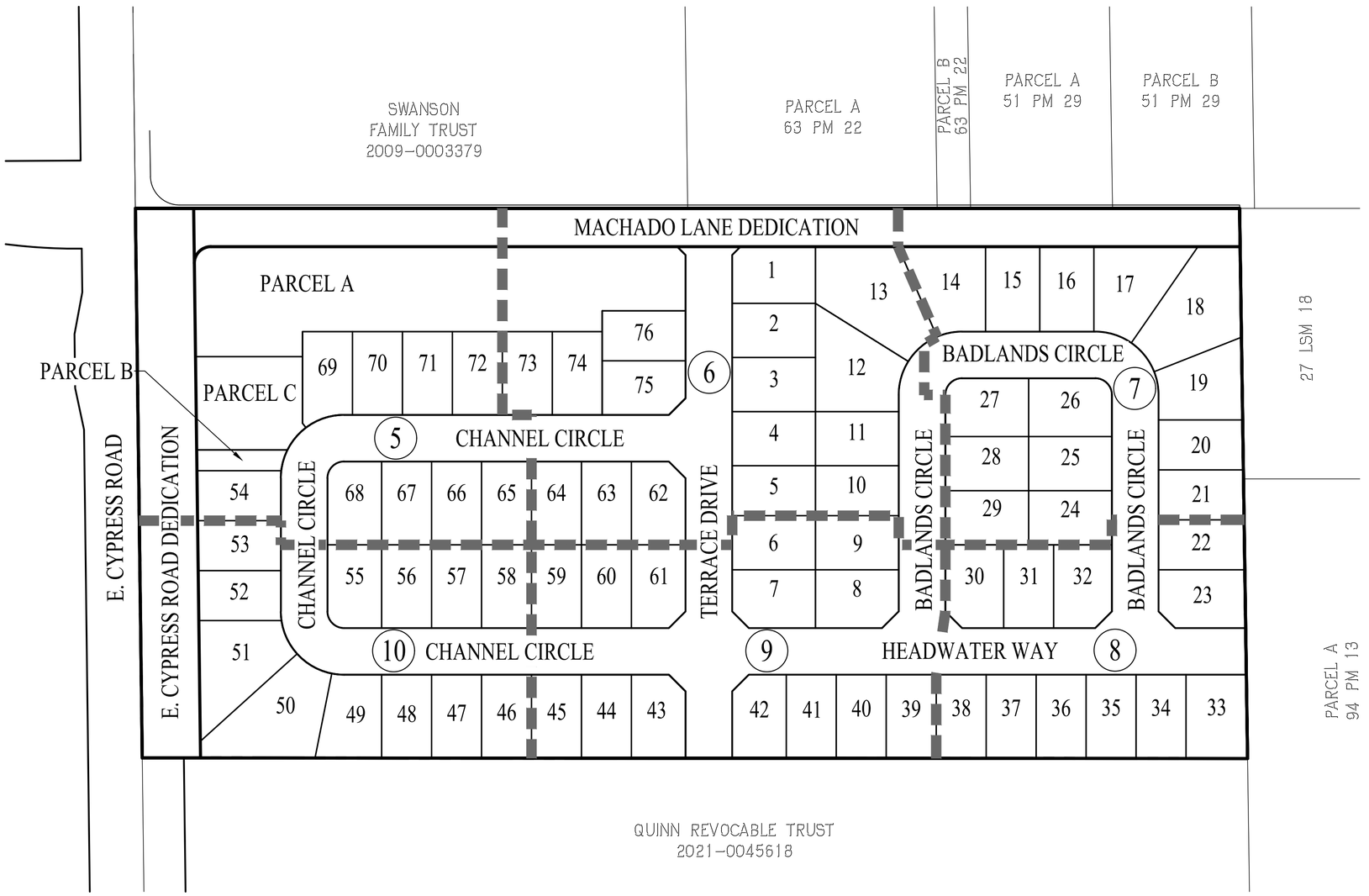
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MACHADO PROPERTY

CONSISTING OF 10 SHEETS
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SCALE: 1" = 100' JANUARY 2024

100' 0' 50' 100' 200' 400'
GRAPHIC SCALE



BASIS OF BEARINGS:

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LEGEND

	SUBDIVISION BOUNDARY LINE
	RIGHT OF WAY LINE
	LOT LINE
	EASEMENT LINE
	MONUMENT LINE
	TIE LINE
(T)	TOTAL
(R)	RADIAL BEARING
(M-M)	MONUMENT TO MONUMENT
(M-PL)	MONUMENT TO PROPERTY LINE
◉	FOUND STANDARD STREET MONUMENT
●	FOUND MONUMENT AS NOTED
◎	SET 2.5"BRASS DISK IN MONUMENT WELL, LS 7960
○	SET 5/8" REBAR AND CAP OR NAIL AND TAG, LS 7960
⊗	SEARCHED FOR, NOT FOUND
EVAE	EMERGENCY VEHICLE ACCESS EASEMENT
E.C.C.I.D.	EAST CONTRA COSTA IRRIGATION DISTRICT
PUE	PUBLIC UTILITY EASEMENT
	SHEET LIMIT
(#)	SHEET NUMBER

NOTES:

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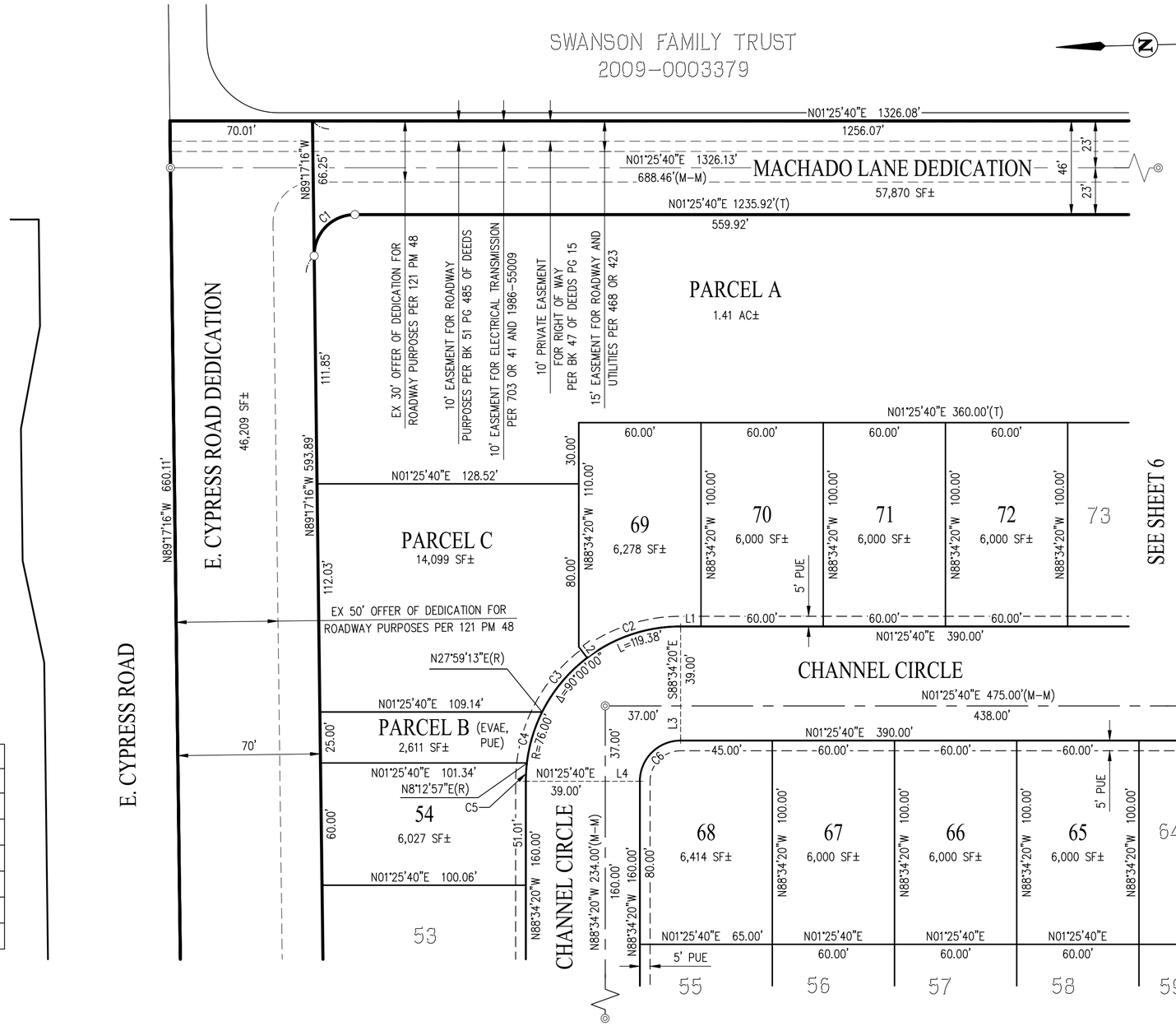
SUBDIVISION 9615
MACHADO PROPERTY

CONSISTING OF 10 SHEETS
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SCALE: 1" = 40' JANUARY 2024

40' 0' 20' 40' 80' 160'
GRAPHIC SCALE



SEE SHEET 10

LINE TABLE		
NO	BEARING	LENGTH
L1	N01°25'40"E	10.00'
L2	N54°16'52"E	6.80' (R)
L3	N88°34'20"W	17.00'
L4	N01°25'40"E	17.00'

CURVE TABLE			
NO	RADIUS	DELTA	LENGTH
C1	20.00'	90°42'56"	31.67'
C2	76.00'	37°08'48"	49.27'
C3	76.00'	26°17'39"	34.88'
C4	76.00'	19°46'15"	26.23'
C5	76.00'	6°47'18"	9.00'
C6	20.00'	90°00'00"	31.42'

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LEGEND

———	SUBDIVISION BOUNDARY LINE
———	RIGHT OF WAY LINE
———	LOT LINE
- - - - - -	EASEMENT LINE
——— – ———	MONUMENT LINE
-----------	TIE LINE
(T)	TOTAL
(R)	RADIAL BEARING
(M–M)	MONUMENT TO MONUMENT
(M–PL)	MONUMENT TO PROPERTY LINE
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E.C.C.I.D.	EAST CONTRA COSTA IRRIGATION DISTRICT
PUE	PUBLIC UTILITY EASEMENT

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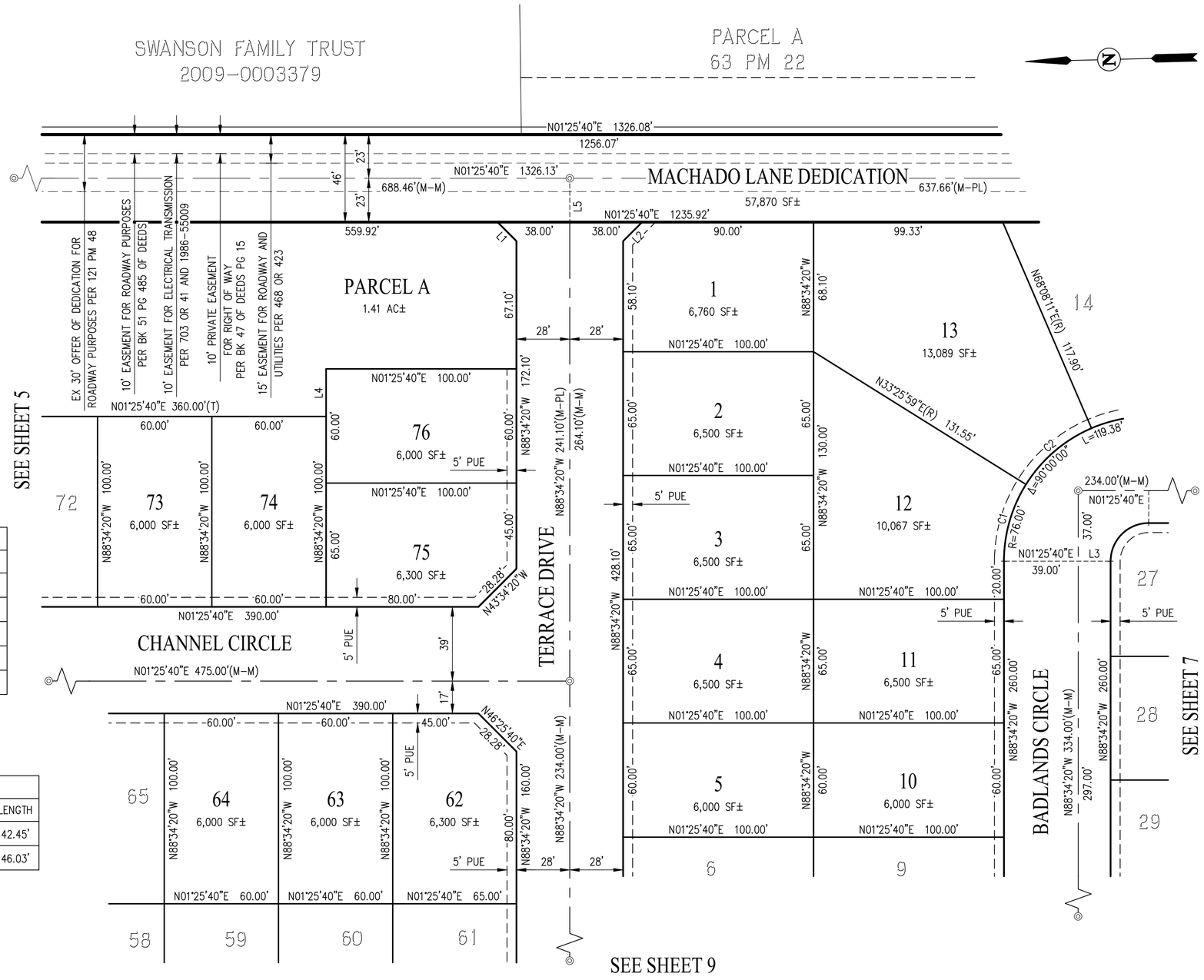
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SCALE: 1" = 40' JANUARY 2024

40' 0' 20' 40' 80' 160'
GRAPHIC SCALE



LINE TABLE		
NO	BEARING	LENGTH
L1	N46°25'40"E	14.14'
L2	N43°34'20"W	14.14'
L3	N01°25'40"E	17.00'
L4	N88°34'20"W	25.00'
L5	N88°34'20"W	23.00'

CURVE TABLE			
NO	RADIUS	DELTA	LENGTH
C1	76.00'	32°00'19"	42.45'
C2	76.00'	34°42'11"	46.03'

BASIS OF BEARINGS:

THE BASIS OF BEARINGS FOR THIS SURVEY IS DETERMINED BY FOUND MONUMENTS ON THE CENTERLINE OF CYPRESS ROAD. THE BEARING BEING N89°17'16"E PER SUBDIVISION 9347 RECORDED IN BOOK 530 OF MAPS, PAGE 18, CONTRA COSTA COUNTY RECORDS.

LEGEND

———	SUBDIVISION BOUNDARY LINE
———	RIGHT OF WAY LINE
———	LOT LINE
- - - - -	EASEMENT LINE
——— – ———	MONUMENT LINE
----------	TIE LINE
(T)	TOTAL
(R)	RADIAL BEARING
(M-M)	MONUMENT TO MONUMENT
(M-PL)	MONUMENT TO PROPERTY LINE
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⊗	SEARCHED FOR, NOT FOUND
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E.C.C.I.D.	EAST CONTRA COSTA IRRIGATION DISTRICT
PUE	PUBLIC UTILITY EASEMENT

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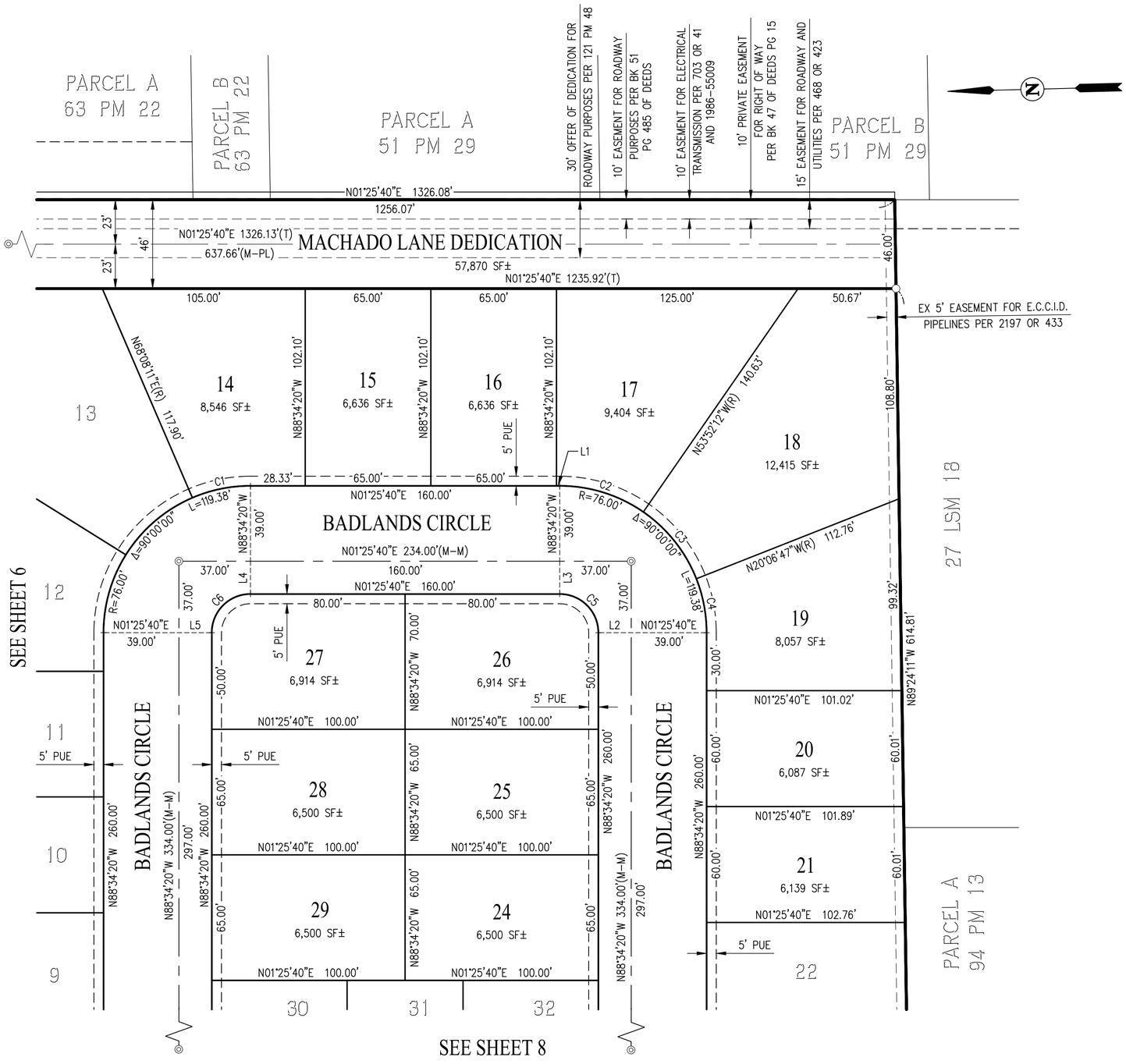
SUBDIVISION 9615
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SCALE: 1" = 40' JANUARY 2024

40' 0' 20' 40' 80' 160'
GRAPHIC SCALE



LINE TABLE		
NO	BEARING	LENGTH
L1	N01°25'40"E	1.67'
L2	N01°25'40"E	17.00'
L3	N88°34'20"W	17.00'
L4	N88°34'20"W	17.00'
L5	N01°25'40"E	17.00'

CURVE TABLE			
NO	RADIUS	DELTA	LENGTH
C1	76.00'	23°17'30"	30.90'
C2	76.00'	34°42'08"	46.03'
C3	76.00'	33°45'24"	44.78'
C4	76.00'	21°32'28"	28.57'
C5	20.00'	90°00'00"	31.42'
C6	20.00'	90°00'00"	31.42'

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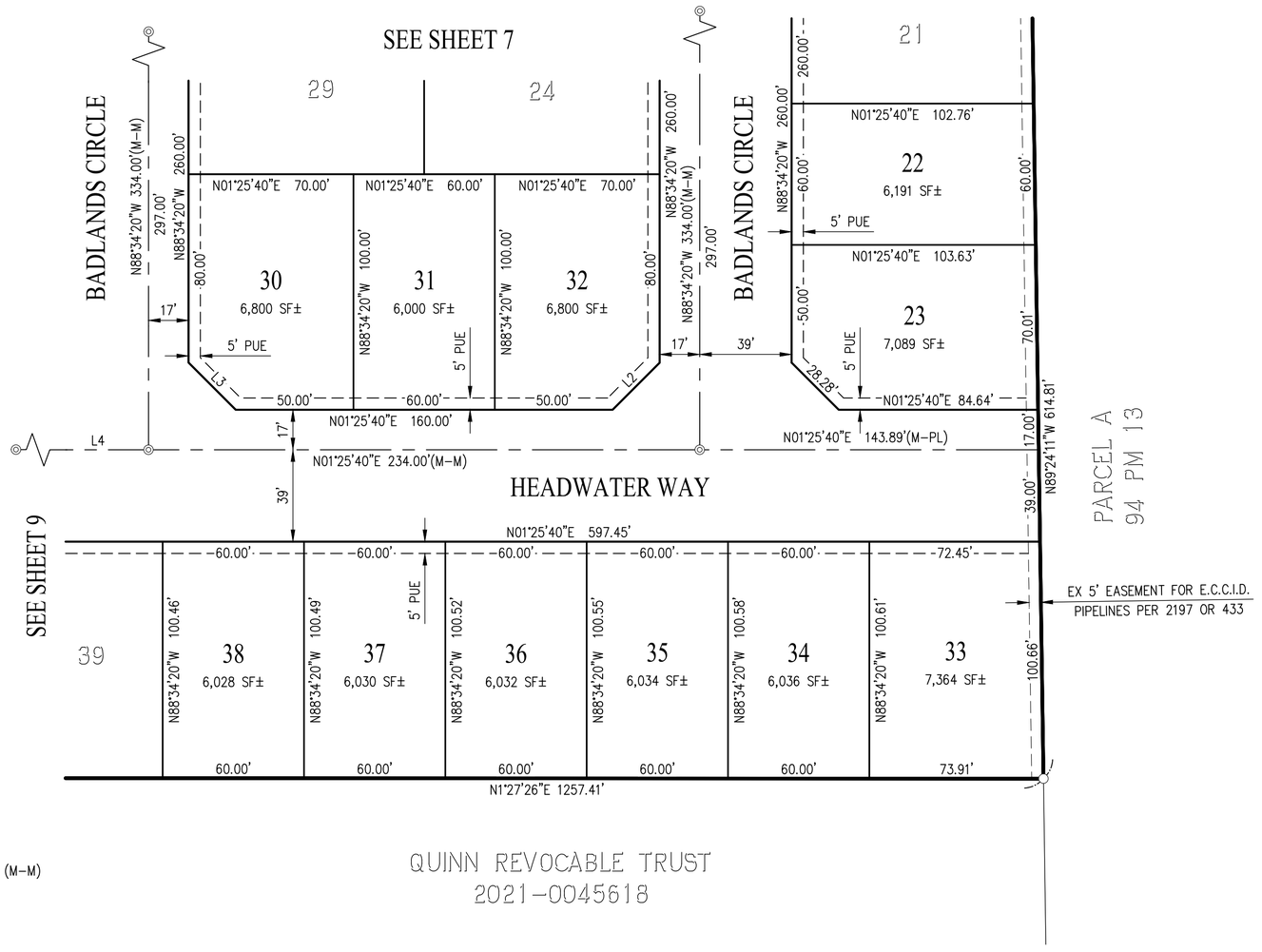
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40' 0' 20' 40' 80' 160'
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LINE TABLE			
NO	BEARING	LENGTH	
L1	N46°25'40"E	28.28'	
L2	N43°34'20"W	28.28'	
L3	N46°25'40"E	28.28'	
L4	N01°25'40"E	267.00'	(M-M)

BASIS OF BEARINGS:

THE BASIS OF BEARINGS FOR THIS SURVEY IS DETERMINED BY FOUND MONUMENTS ON THE CENTERLINE OF CYPRESS ROAD. THE BEARING BEING N89°17'16"E PER SUBDIVISION 9347 RECORDED IN BOOK 530 OF MAPS, PAGE 18, CONTRA COSTA COUNTY RECORDS.

LEGEND

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———	RIGHT OF WAY LINE
———	LOT LINE
- - - - - -	EASEMENT LINE
——— – ———	MONUMENT LINE
----------	TIE LINE
(T)	TOTAL
(R)	RADIAL BEARING
(M-M)	MONUMENT TO MONUMENT
(M-PL)	MONUMENT TO PROPERTY LINE
◉	FOUND STANDARD STREET MONUMENT
●	FOUND MONUMENT AS NOTED
◎	SET 2.5"BRASS DISK IN MONUMENT WELL, LS 7960
○	SET 5/8" REBAR AND CAP OR NAIL AND TAG, LS 7960
⊗	SEARCHED FOR, NOT FOUND
EVAE	EMERGENCY VEHICLE ACCESS EASEMENT
E.C.C.I.D.	EAST CONTRA COSTA IRRIGATION DISTRICT
PUE	PUBLIC UTILITY EASEMENT

NOTES:

1. DISTANCES SHOWN HERON ARE FEET AND DECIMALS THEROF, AND ARE GROUND LEVEL DISTANCES.
2. THE GROSS AREA WITHIN THE SUBDIVISION BOUNDARY IS 20.11 AC±. THE NET AREA WITHIN THE SUBDIVISION BOUNDARY IS 17.73 AC± (2.38 AC± WILL BE DEDICATED TO E. CYPRESS ROAD AND MACHADO LANE)
3. THE LINES ARE PERPENDICULAR TO CENTERLINES AND MONUMENT LINES UNLESS OTHERWISE NOTED.

REFERENCES:

(#) INDICATES REFERENCE NUMBER
(1) PARCEL MAP SUBDIVISION MS 24-85 (121 PM 48)
(2) SUBDIVISION 9347 (530 M 18)
(3) PARCEL MAP SUBDIVISION MS 133-80 (94 PM 13)
(4) RECORD OF SURVEY (27 LSM 18)
(5) PARCEL MAP SUBDIVISION MS 208-76 (63 PM 22)

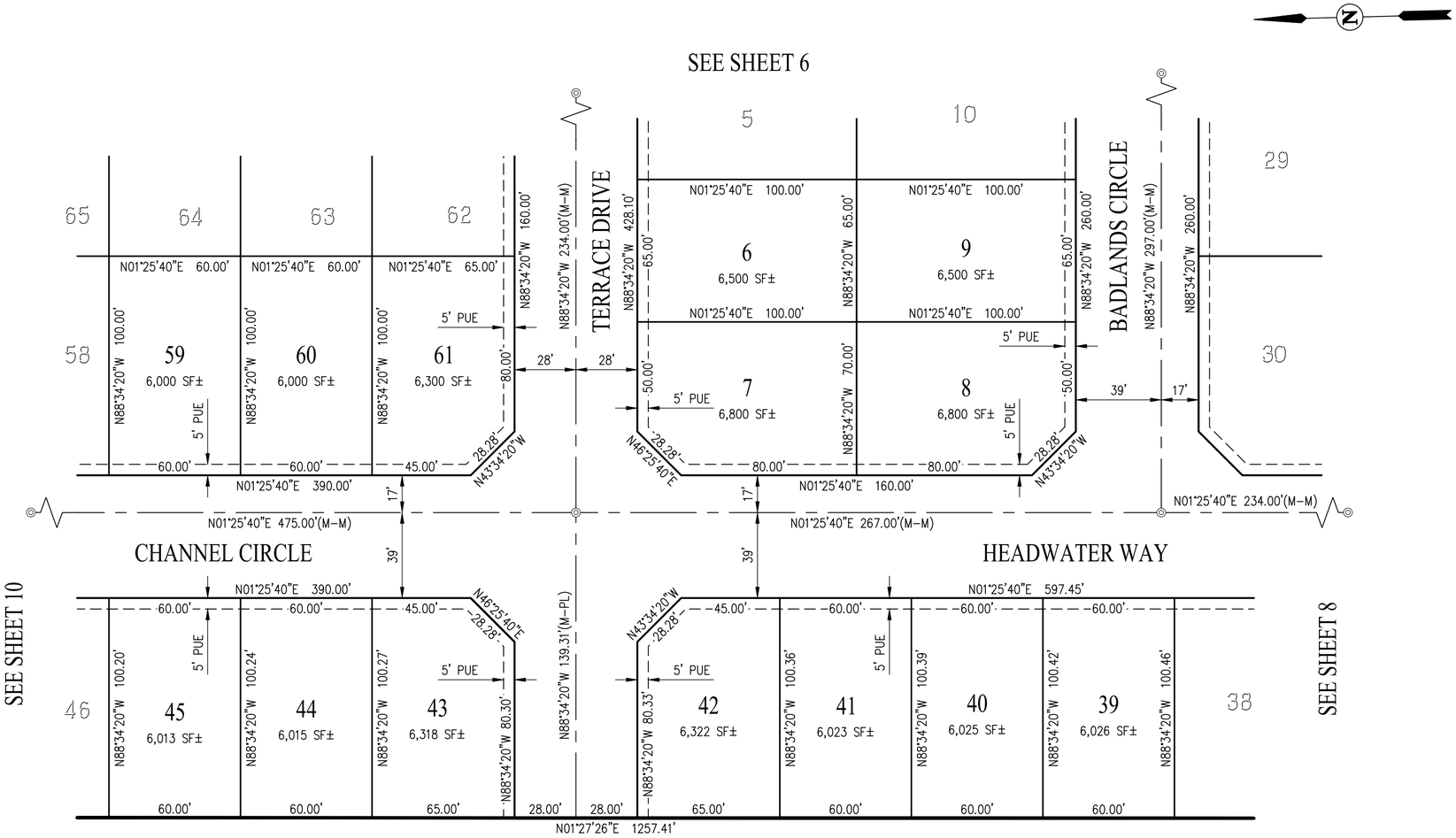
SUBDIVISION 9615
MACHADO PROPERTY

CONSISTING OF 10 SHEETS
BEING A SUBDIVISION OF PARCEL A AND PARCEL B AS SHOWN ON PARCEL MAP SUBDIVISION MS 24-85 FILED IN BOOK 121 OF PARCEL MAPS, PAGE 48, CONTRA COSTA COUNTY RECORDS CITY OF OAKLEY, CONTRA COSTA COUNTY, CALIFORNIA

cbg
CIVIL ENGINEERS ▪ SURVEYORS ▪ PLANNERS
SAN RAMON ▪ (925) 866-0322
ROSEVILLE ▪ (916)788-4456
WWW.CBANDG.COM

SCALE: 1" = 40' JANUARY 2024

40' 0' 20' 40' 80' 160'
GRAPHIC SCALE



BASIS OF BEARINGS:

THE BASIS OF BEARINGS FOR THIS SURVEY IS DETERMINED BY FOUND MONUMENTS ON THE CENTERLINE OF CYPRESS ROAD. THE BEARING BEING N89°17'16"E PER SUBDIVISION 9347 RECORDED IN BOOK 530 OF MAPS, PAGE 18, CONTRA COSTA COUNTY RECORDS.

LEGEND

———	SUBDIVISION BOUNDARY LINE
———	RIGHT OF WAY LINE
———	LOT LINE
- - - - - -	EASEMENT LINE
——— – ———	MONUMENT LINE
------------	TIE LINE
(T)	TOTAL
(R)	RADIAL BEARING
(M-M)	MONUMENT TO MONUMENT
(M-PL)	MONUMENT TO PROPERTY LINE
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EVAE	EMERGENCY VEHICLE ACCESS EASEMENT
E.C.C.I.D.	EAST CONTRA COSTA IRRIGATION DISTRICT
PUE	PUBLIC UTILITY EASEMENT

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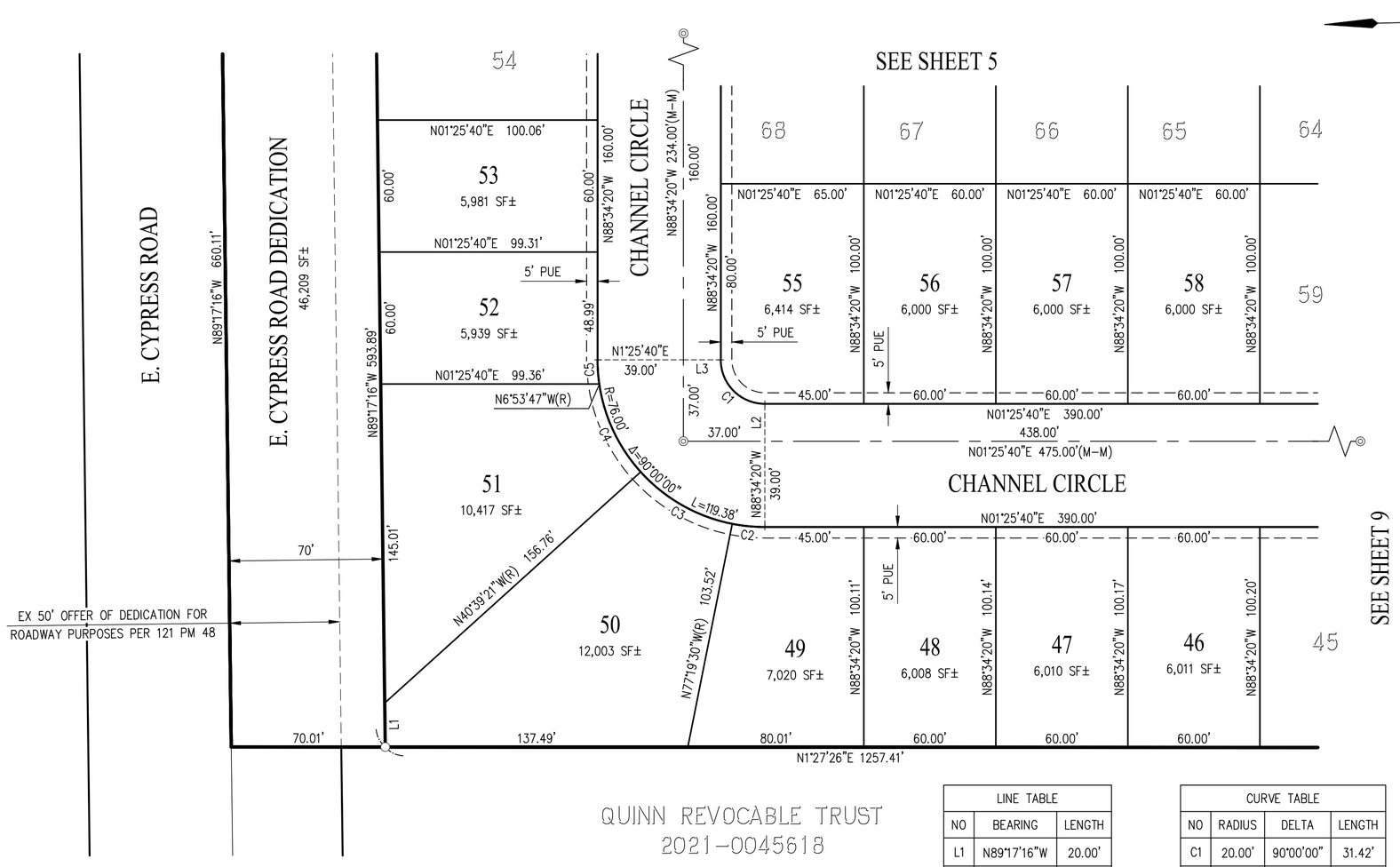
SUBDIVISION 9615
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CITY OF OAKLEY, CONTRA COSTA COUNTY, CALIFORNIA

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SCALE: 1" = 40' JANUARY 2024

40' 0' 20' 40' 80' 160'
GRAPHIC SCALE



QUINN REVOCABLE TRUST
2021-0045618

LINE TABLE		
NO	BEARING	LENGTH
L1	N89°17'16"W	20.00'
L2	N88°34'20"W	17.00'
L3	N01°25'40"E	17.00'

CURVE TABLE			
NO	RADIUS	DELTA	LENGTH
C1	20.00'	90°00'00"	31.42'
C2	76.00'	11°14'50"	14.92'
C3	76.00'	36°40'09"	48.64'
C4	76.00'	33°45'34"	44.78'
C5	76.00'	8°19'27"	11.04'

BASIS OF BEARINGS:

THE BASIS OF BEARINGS FOR THIS SURVEY IS DETERMINED BY FOUND MONUMENTS ON THE CENTERLINE OF CYPRESS ROAD. THE BEARING BEING N89°17'16"E PER SUBDIVISION 9347 RECORDED IN BOOK 530 OF MAPS, PAGE 18, CONTRA COSTA COUNTY RECORDS.

LEGEND

———	SUBDIVISION BOUNDARY LINE
———	RIGHT OF WAY LINE
———	LOT LINE
– – – – –	EASEMENT LINE
——— – ———	MONUMENT LINE
----------	TIE LINE
(T)	TOTAL
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E.C.C.I.D.	EAST CONTRA COSTA IRRIGATION DISTRICT
PUE	PUBLIC UTILITY EASEMENT

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(3) PARCEL MAP SUBDIVISION MS 133–80 (94 PM 13)
(4) RECORD OF SURVEY (27 LSM 18)
(5) PARCEL MAP SUBDIVISION MS 208–76 (63 PM 22)

DATE: April 9, 2024

TO: Joshua McMurray, City Manager

FROM: Kevin Rohani, P.E., Public Works Director/City Engineer

Approved and Forwarded to the City Council

SUBJECT: Award of Construction Contract to K&K JL Services, Inc. for the construction of the Public Works Operations Building Remodeling Project, Capital Improvement Project Number 303

Background and Analysis

The City's adopted Fiscal Year (FY) 2023/24 Capital Improvement Program Budget designates funding for various infrastructure repair and replacement projects. This is consistent with the City of Oakley's Strategic Plan to improve the quality of the City's public infrastructure and facilities.

The Public Works Operations Building used to be the site of the former ACE Hardware Store in past decades. The City has not made any major improvements to the office spaces in the building as the operations center of the Public Works Department. With the growth of the Public Works Department and increased demands for services from the community, this project will remodel the inside of the building to make a better functional workspace for the staff and operations by expanding the office and common work areas.

The architectural design team and staff have been working on this project since last year and after the completion of the design and securing the Building Permit, the project went to its bidding phase.

On March 14, 2024, two (2) total bids were received for this project. Staff reviewed the bids and determined that K&K JL Services, Inc. was the lowest responsible bidder for the project at a cost of $215,249.13. The bid from K&K JL Services, Inc. is the best price considering the inflation that has affected all aspects of life and the increasing price of material and labor. The other bid received for the project was substantially higher than the construction cost estimate of $200,000.

Staff considered the option of rebidding the project and changing plans; however, after discussions with the project architect, it was determined that this project is a basic level improvement, and there is no high grade, or unique materials specified on the plans. This is the sign of the times in the construction industry that has to deal with inflation and higher costs of materials and labor. The low bid that we have secured is the best option moving forward.

The expenditure for this project so far has been $25,000 for architectural design services. Staff are recommending a budget amendment in the amount of $60,000 from the General Capital Projects Fund be authorized to supplement this project budget. This budget

amendment will cover the cost of the construction project and a $20,000 contingency to cover any unforeseen issues that might arise during the construction phase.

Consistency with the Oakley Strategic Plan 27+

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

Fiscal Impact

The FY 2023/24 CIP budget has allocated funding in the amount of $200,000 from the Facilities Fund for this project. A budget amendment from the General Capital Projects Fund in the amount of $60,000 is requested to cover the construction costs and contingencies.

Staff Recommendation

Staff recommends that the City Council adopt the resolution approving a construction agreement with K&K JL Services, Inc. for an amount not to exceed $215,249.13, and to authorize the City Manager to execute said agreement and authorize a budget amendment from General Capital Projects Fund in amount of $60,000 to this project budget.

Due to variables associated with construction projects, and to address unforeseen circumstances during the course of construction; staff further recommends that the City Council authorize staff to execute future change orders to the construction contract as necessary in an amount not to exceed $20,000 for work beyond what is defined in the base project bid.

Attachments

1. Resolution
2. Bid Summary

RESOLUTION NO. __-24

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OAKLEY APPROVING AN AGREEMENT WITH K&K JL SERVICES, INC. FOR THE CONSTRUCTION OF THE PUBLIC WORKS OPERATIONS BUILDING REMODELING PROJECT – CAPITAL IMPROVEMENT PROJECT NUMBER 303

WHEREAS, City Staff prepared the plans, specifications, and estimates for the construction of Capital Improvement Project (CIP) No. 303 - Public Works Operations Building Remodeling Project; and

WHEREAS, the plans, specifications and special provisions were publicly advertised for bidding, with the bid period closing at 2:00 P.M. on Thursday, March 14, 2024; and

WHEREAS, two (2) qualified bids were received prior to the close of the bidding process; and

WHEREAS, K&K JL Services, Inc. submitted the lowest responsible bid for a total cost of $215,249.13 for the work; and

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Oakley that the Agreement with K&K JL Services, Inc. for the construction of the Public Works Operations Building Remodeling Project - CIP 303, for an amount not to exceed $215,249.13 is approved, and the City Manager is hereby authorized to execute said Agreement and change orders in an amount not to exceed $20,000 as necessary, is hereby approved. In addition, a budget amendment in the amount of $60,000 is authorized for this project from the General Capital Projects Fund.

PASSED AND ADOPTED by the City Council of the City of Oakley at a meeting held on the 9th of April 2024 by the following vote:

AYES:
NOES:
ABSENT:
ABSTENTIONS:

APPROVED:

_____
Anissa Williams, Mayor

ATTEST:

_____ _____
Libby Vreonis, City Clerk Date

City of Oakley Public Works Department
Public Works Operations Building Remodeling Project, CIP 303
Certified Bid Tabulation Bid opening: March 14, 2024 at 2:00 P.M. at the Civic Center

				Engineers Estimate		K&K JL Services, Inc 2300 South Watney Way Unit I Faufield, CA 94533		Stillwater Builders, Inc. 3811 Camino Diablo Byron, CA 94514	
Item No.	*Description*	*Quantity*	*Unit*	*Unit Price*	*Item Cost*	*Unit Price*	*Item Cost*	*Unit Price*	*Item Cost*
1	Public Works Operations Building Remodeling Project	1	LS	200,000.00	$200,000.00	215,249.13	215,249.13	437,777.00	437,777.00
					$200,000.00		**$ 215,249.13**		$ 437,777.00

This certifies that all bids were received and opened on March 14, 2024, and that this is a copy of the bid tabulation with bids corrected for errors in addition and multiplication. By:



STAFF REPORT

OAKLEY
CALIFORNIA

DATE: April 9, 2024

TO: Joshua McMurray, City Manager

FROM: Libby Vreonis, City Clerk/Paralegal

Approved and Forwarded to the City Council

SUBJECT: Adopt a Resolution Appointing a Representative to the Contra Costa County Advisory Council on Aging for a Two-Year Term

Background and Analysis

The Contra Costa County Advisory Council on Aging is appointed by the Board of Supervisors to advise on all matters associated with the planning, development and administration of programs relating to older adults in accordance with the Older Americans Act.

Michael Rigsby has served as the City's representative on the Advisory Council on Aging since October 2021. He was appointed for a two-year term and wishes to continue for another term. The position was advertised and Mr. Rigsby re-applied. His application is attached for review. No other applications have been submitted. Mr. Rigsby was notified and encouraged to attend the meeting this evening.

Consistency with the Oakley Strategic Plan 27+

The proposed action is consistent with The City's Sustainable Organization Goal.

Fiscal Impact

None.

Staff Recommendation

Staff recommends that the City Council adopt a resolution to appoint Michael Rigsby to the Contra Costa County Advisory Council on Aging for a Two-Year Term.

Attachments

1. Application and Resume
2. Proposed Resolution

1. **Applicant Name:** *Michael Rigsby*

2. **Home Address:** [redacted]
   Oakley, CA 94561

3. **Phone Number:** [redacted]

4. **E-Mail Address:** [redacted]

5. **How long have you lived in the City of Oakley?** *14 years*

6. **In 300 words or less, please explain why you would like to represent Oakley and serve on the Contra Costa County Advisory Council on Aging.**

As the Executive Director of St. Anne Village (a Byron based 501-c-3) I have a keen understanding of the issues and challenges facing many of our community's seniors in their "golden years." Having been tasked with the creation of an intergenerational village, which currently runs a Respite Care facility and will soon operate a preschool, K-8th grade STEM based primary school and a 184 unit senior housing facility, much of my attention these past few years have been focused on the same issues the County's Agency in attempting to address. I see this position as a win-win-win opportunity for the City of Oakley, St. Anne Village and Contra Costa County.

7. **In 300 words or less, describe your qualifications and educational, work and other experience which would make you a valuable addition to the Advisory Council.**

I have spent the last 4 years working towards the betterment of both seniors and youth as SAV's Executive Director. In addition, I have been working with Youth Employment Partnership as their contractor of record to improve the lives of Oakland's **at-risk** *youth population since 2015. I am a graduate of USC Leonard Davis School of Gerontology's Senior Living Executive Course, completed just before COVID-19 locked down the nation. I have also completed (through JKF University) Sanford institute of philanthropy's Fundraising Academy having raised a substantial amount of money for our endeavors to support far-East Contra Costa County's senior population.*

8. **What do you feel are the most pressing matters for the Advisory Council?**

Like so many things in life, the most pressing matters needing to be addressed are multi-faceted and complicated. Based on our research at SAV, I believe one linchpin issue seniors face and we can potentially address is social isolation. Statistics have repeatedly shown social isolation contributes to a lower quality of life, increased depression and anxiety, increased health problems and therefore increased healthcare costs, and ultimately a shortened life span.

9. **Please attach a current resume.**

Attached

Please submit this completed application to vreonis@ci.oakley.ca.us or mail or handdeliver to:

CITY OF OAKLEY
Office of the City Clerk
3231 Main Street
Oakley, CA 94561

Please contact (925) 625-7000 for current office hours if your application will be handdelivered.

Michael S. Rigsby

Phone: [redacted]
E-mail: [redacted]
Oakley, CA 94561

Work History

2018-Current Executive Director/Secretary, St. Anne Village, Inc. (SAV)

Manage and oversee the operations, financials, and development of St. Anne Village, a 501-c-3 non-profit corporation in East Contra Costa County. Currently SAV operates a respite care facility for seniors and caregivers, a preschool facility, and a distance learning facility for area children struggling to navigate distance learning from home as a result of COVID-19. SAV is also developing a 10 acre parcel of land in Byron, California for the purpose of creating a senior living facility creating 184 housing units, a pool, a recreation facility, a non-denominational chapel, a commercial kitchen and restaurant, a café, a hair salon and park.

2018-Current President and RMO, KMR Consulting, Inc. (Lic.# 942863)

Licensed General Contracting Construction Corporation formed by Kirsten and Michael Rigsby for the purpose of managing the development of St. Anne Village's senior living facility in Byron California.

2016-Current Construction Manager, Youth Employment Partnership

Manage and mentor at risk youth in the field of construction. Oversee the construction and schedule for multiple projects ranging from residential new construction, tenant improvements, residential renovation, and building maintenance.

2010-2016 President and RMO, Nuance Construction, Inc. (Lic.# 967938)

Nuance Construction is a high-end renovation and construction company specializing in residential renovation as well as commercial tenant improvements. Nuance is a corporate partnership, formed as a merger of High Tech Homes and Genuine Construction.

2006-2011 General Building Contractor, High Tech Homes (Lic.# 942863)

Involved in all aspects of residential remodels. Prior to the financial collapse, High Tech Homes specialized in renovation for investment purposes. HTH also constructed structured media centers as well as custom lighting and controls with products like monorail and radio RA.

2008-2009 Electrician, Ashburn Electrical Contractors

Worked primarily on commercial electrical projects at San Francisco International, Oakland International, and San Jose International airports: pulling electrical feeders, setting transformers, installing lighting and branch circuits.

2001-2005 Project Site Manager, Electrician, Carpenter, BGGC, Inc.

Oversaw residential construction projects in Oakland and Berkeley. Started with this company as an apprentice and quickly advanced through increasing levels of responsibility.

2000-2001 Electrician, Brazil Electric

Worked primarily in the field of residential electrical services. Specialized in service oriented electrical work as well as new construction and remodel.

1999-2000 Tutor/Mentor, AmeriCorps (Corp. for National Service)

Tutored and mentored at risk youth. Specialized in reading intervention programs for primary grade children. Specialized in algebra and geometry intervention programs at the middle and high school levels.

Education

2020	University of Southern California, Marshal School of Business, Davis School of Gerontology, Senior Living Executive Course
2018	JFK University, Sanford Institute of Philanthropy's Fundraising Academy
2017	Lead Abatement Certification
2013	OSHA 30-Hour Construction Safety Certification
2013	Schluter-Systems Innovation Workshop, Profiles, Uncoupling, Floor Drains, and Waterproofing
2010	Building Performance Institute, Building Analyst and Envelope Professional
2009	Estimating and Blueprint reading, Contractors State License School
2000-2001	California Real Estate License, United Educational
1999-2000	United States Naval Academy
1998-1999	Northwestern Preparatory School, Certificate program to attend USNA

Volunteer Work

2012-Current	Advisory Board, Village Community Resource Center
2006-2016	Mentor- At-Risk Youth, Tuolumne County
2006	Mentoring Coordinator for Amador-Tuolumne Action Agency
2000	Councilor for at risk youth (AmeriCorps)

RESOLUTION NO. __

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OAKLEY TO APPOINT MICHAEL RIGSBY TO THE CONTRA COSTA COUNTY ADVISORY COUNCIL ON AGING FOR A TWO-YEAR TERM (APRIL 9, 2024 THROUGH APRIL 8, 2026)

BE IT RESOLVED by the City Council of the City of Oakley that Michael Rigsby is hereby appointed to the Contra Costa County Advisory Council on Aging for a two-year term (April 9, 2024 through April 8, 2026).

PASSED, APPROVED AND ADOPTED this 9th day of April 2024, by the following vote:

AYES:
NOES:
ABSTENTION:
ABSENT:

APPROVED:

_____
Anissa Williams, Mayor

ATTEST:

_____
Libby Vreonis, City Clerk

_____
Date

DATE: April 9, 2024
TO: Joshua McMurray, City Manager
FROM: Libby Vreonis, City Clerk/Paralegal
SUBJECT: Approve a Letter of Support for Senate Bill 1034 (Seyarto)

Approved and Forwarded to the City Council

Background and Analysis

The California Public Records Act (CPRA) of 1968 requires government records to be disclosed upon request unless an exemption would prevent disclosure.

In general, a government agency has ten (10) days from receipt of a records request to determine if responsive records may be disclosed and to notify the requestor of the determination. The government agency is not obligated to produce the records during the 10-day period, but it does need to provide the requestor with a reasonable time when the records will become available, even if that includes providing the records on a rolling basis.

Existing law allows for a fourteen (14) day extension to make a determination and respond to a records request under "unusual circumstances", i.e., to collect records from facilities separate from the office processing the request, to collect a voluminous amount of distinct and separate records in a single request, to consult with another agency with a substantial interest in the determination of the request, and to compile data or write programming language to construct a computer report.

Senator Kelly Seyarto (CA 32nd District) is proposing legislation, Senate Bill 1034 (SB 1034), to expand "unusual circumstances" to include if the Governor declares a state of emergency, government agencies would have a fourteen (14) day extension to make determinations on public record requests. The extension would not apply to records related to the state of emergency.

Consistency with the Oakley Strategic Plan 27+

The proposed letter of support is consistent with the Oakley Strategic Plan 27+ Community and Collaborative Partnerships Goal to provide staff additional time during a state of emergency declared by the Governor to access records needed to respond to record requests.

Fiscal Impact

None.

Staff Recommendation

Staff recommends the City Council approve a letter of support for SB 1034 and authorize the Mayor to sign it.

Attachments

1. Proposed Letter of Support

Anissa Williams
Mayor

Shannon Shaw
Vice Mayor

Hugh Henderson
Councilmember

Dr. George Fuller
Councilmember

Aaron Meadows
Councilmember

April 9, 2024

The Honorable Kelly Seyarto
California State Senate
1021 O Street, Suite 7120
Sacramento, CA 95814

RE: SB 1034 (Seyarto): California Public Records Act: State of Emergency
City of Oakley-Support

Dear Senator Seyarto,

On behalf of the City of Oakley, I am writing today to support your SB 1034. SB 1034 adds a clause to the "unusual circumstances" definition pertaining to a request of the California Public Records Act (CPRA). If the Governor proclaims a state of emergency, this qualifies as an "unusual circumstance" as defined in SB 1034, which extends the response time for a public records request to no more than 14 additional days.

A state of emergency can affect state and local agencies' ability to timely respond to record requests due to decreased staffing, closure of the agency's facilities, or lack of access to records. Additionally, difficulties can include a combination of resource constraints, logistic hurdles, safety concerns, and the need to prioritize immediate needs.

SB 1034 allows for an extension to the existing law which requires agencies to respond within 10 days of receiving the request, as the state of emergency proclaimed by the Governor falls under an "unusual circumstance". Agencies would now have a 14-day extension to respond. The extension will allow agencies to focus on keeping their communities safe by prioritizing urgent health and safety situations, responding to any surges in demand for services, and allocating resources toward the emergency. It would provide additional time for agencies to address record requests once the immediate emergency is under control.

Thank you for the opportunity to provide this letter of support. The City of Oakley applauds your leadership on this issue and is honored to support SB 1034.

Sincerely,

Anissa Williams, Mayor
City of Oakley

DATE: April 9, 2024

Approved and Forwarded to the City Council

TO: Joshua McMurray, City Manager

FROM: Kevin Rohani, P.E., Public Works Director & City Engineer

SUBJECT: Adopt a Resolution Approving the Design and Construction Agreement with Contra Costa Water District for the Canal Undergrounding Project Segment 5A on East Cypress Road at Jersey Island Road associated with Capital Improvement Project (CIP) Number 310

Background and Analysis

On October 14, 2023, the City Council approved the Superseding Agreement Regarding Reimbursement for and Implementation of Construction of Improvements Related to the Grand Cypress Preserve Project with ACD-TI Oakley, LLC. Section 5 of the agreement outlines the City's obligation to complete East Cypress Road Improvements which includes undergrounding the canal and coordinating with CCWD to complete the improvements to the Contra Costa Canal (Segment 5A) at East Cypress Road.

On February 13, 2024, the City Council approved the design contract with Bellecci and Associates for Capital Improvement Project CIP 310 East Cypress Road Widening at CCWD Canal Crossing Project. A major component of this project is to underground the existing canal to accommodate the ultimate roadway improvements of East Cypress Road.

CCWD has undergrounded a majority of their Canal Replacement Project (CRP), with the exception of Segment 5A as shown in the Contra Costa Canal Replacement Project Exhibit (Attachment 2). The early phases of the CRP were completed with the development of the Cypress Grove and Emerson Ranch Subdivisions. Segment 4 located north of the Delaney Ranch and Burroughs subdivisions was installed and brought into service on November 26, 2018. Construction was fully completed in 2019 after final grading, building an access road, site restoration, and hydroseeding. Similarly, Segment 5B from the south side of East Cypress Road to the Rock Slough intake was installed and brought into service on November 1, 2023. Remaining construction items include the installation of fencing, air relief valves, and a lid for the access structure. These items are expected to be completed by Summer 2024. Segment 5A crossing East Cypress Road is the last segment needed to complete the CRP and connect Segment 4 with the newly constructed Segment 5B as shown in Attachment 1 of the Project Vicinity Map.

Staff began coordination efforts with CCWD in October 2023 to identify the necessary steps to move the project forward. CCWD is supportive of the completion of Segment 5A and has agreed to reimburse the City of a not to exceed amount of $2,200,000 for the installation of the pipeline. The Design and Construction agreement identifies the terms of the discussions between the City and CCWD.

Approval of the agreement will allow the City and CCWD to execute the obligations outlined in the agreement to design and construct Segment 5A within the US Bureau of Reclamation right of way. This is the first critical step of CIP 310 to complete the roadway improvements of East Cypress Road in this segment.

Consistency with the Oakley Strategic Plan 27+

This item is consistent with the Strategic Plan 27+ Community Health and Safety goals under Community Health and Safety Goal to build safe streets and healthy neighborhoods. The improvement of this segment of East Cypress Road is consistent with the Safe Streets objective to improve our infrastructure for main arterial roadways to provide safe passage for people including emergency responders.

Fiscal Impact

The funding for the design of this project has been included in the Capital Improvement budget for Fiscal Year 2023/24 and is spread between several funding sources, including Traffic Impact Fees, General Capital Projects and Street Rehabilitation funds. Staff will recommend extending the budget for this project to Fiscal Year 2024/25 and 2025/26 as we anticipate commencing with construction by Summer of 2025.

Staff Recommendation

Staff recommends that the City Council adopt the resolution approving the Design and Construction Agreement with Contra Costa Water District for the improvements to the Contra Costa Canal (Segment 5A) associated with CIP Number 310 – East Cypress Road Widening Project and to authorize the City Manager to execute the agreement.

Attachments

1. Resolution
2. Project Vicinity Map
3. Contra Costa Canal Replacement Project Exhibit
4. Agreement

RESOLUTION NO. __-24

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OAKLEY APPROVING THE DESIGN AND CONSTRUCTION AGREEMENT WITH CONTRA COSTA WATER DISTRICT (CCWD) FOR THE IMPROVEMENTS TO THE CONTRA COSTA CANAL (SEGMENT 5A) AT EAST CYPRESS ROAD

WHEREAS, On October 14, 2023, the City Council approved the Superseding Agreement Regarding Reimbursement for and Implementation of Construction of Improvements Related to the Grand Cypress Preserve Project with ACD-TI Oakley, LLC. Section 5 of the agreement outlines the City's obligation to complete East Cypress Road Improvements which includes undergrounding the canal and coordinating with CCWD to complete the improvements to the Contra Costa Canal (Segment 5A) at East Cypress; and,

WHEREAS, On February 13, 2024, the City Council approved the design contract with Bellecci and Associates for Capital Improvement Project (CIP) Number 310 East Cypress Road Widening at Contra Consta Water District (CCWD) Canal Crossing Project. A major component of this project is to underground the existing canal to accommodate the ultimate roadway improvements of East Cypress Road; and,

WHEREAS, Staff began coordination efforts with CCWD in October 2023 to identify the necessary steps to move the project forward. CCWD is supportive of the completion of Segment 5A and has agreed to reimburse the City of a not to exceed amount of $2,200,000 for the installation of the pipeline. The Design and Construction agreement identifies the terms of the discussions between the City and CCWD; and,

WHEREAS, Approval of the agreement will allow the City and CCWD to execute the obligations outlined in the agreement to design and construct Segment 5A within the US Bureau of Reclamation right of way; and,

NOW, THEREFORE, BE IT RESOLVED AND ORDERED, by the City Council of the City of Oakley that the Design and Construction Agreement with Contra Costa Water District for the Canal Undergrounding Project (Segment 5A) associated with CIP Number 310 – East Cypress Road Widening Project and to authorize the City Manager to execute the agreement attached hereto as Exhibit A is made part of this resolution.

PASSED, APROVED AND ADOPTED by the City Council of the City of Oakley at a meeting held on this 9th day of April 2024 by the following vote:

AYES:
NOES:
ABSTENTIONS:

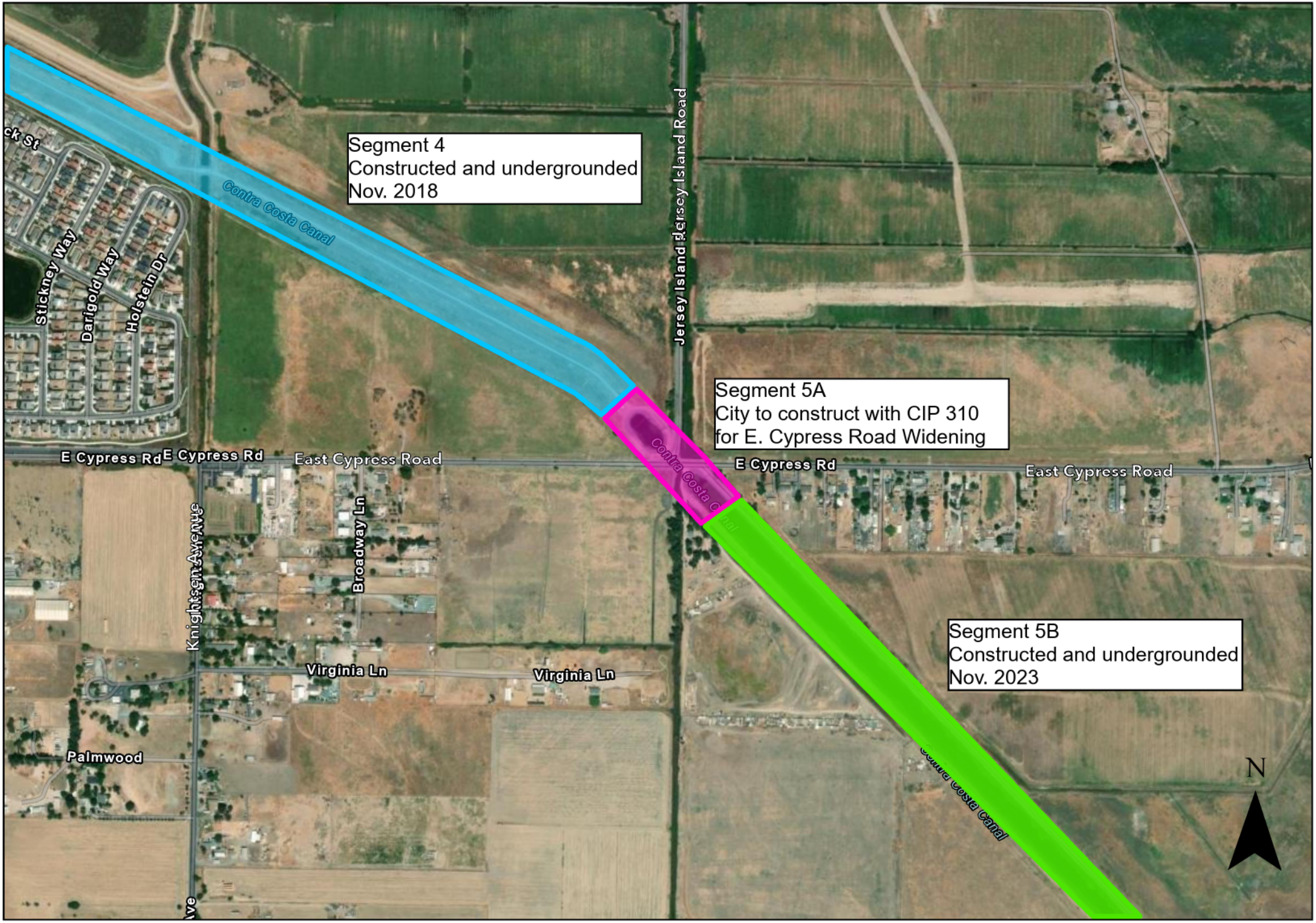
ABSENT:

APPROVED:

_____
Anissa Williams, Mayor

ATTEST:

_____ _____
Libby Vreonis, City Clerk Date



OAKLEY
CALIFORNIA

Project Vicinity Map
Segment 5A Undergrounding

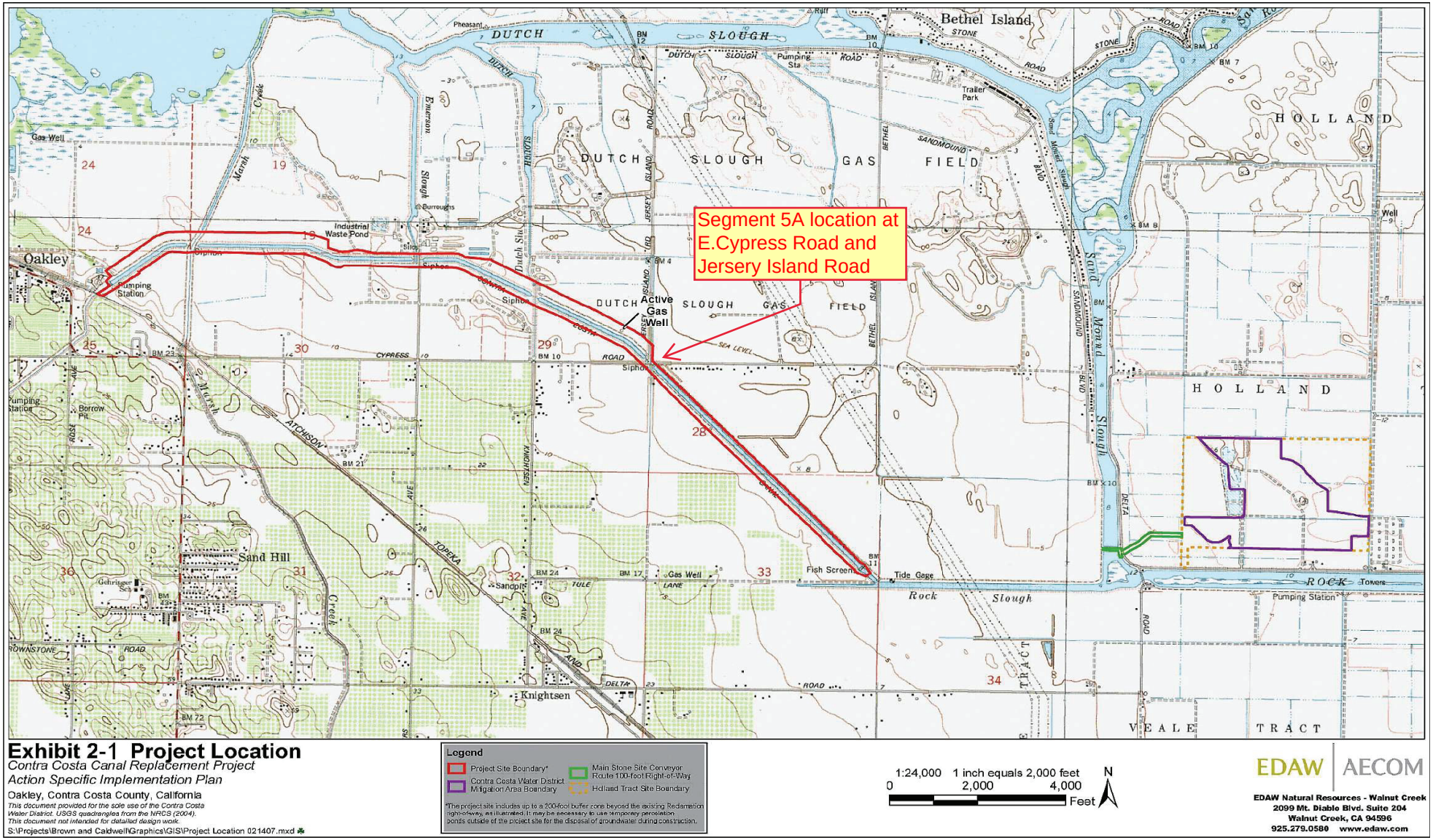


Exhibit 2-1 Project Location

Contra Costa Canal Replacement Project

Action Specific Implementation Plan

Oakley, Contra Costa County, California

This document provided for the sole use of the Contra Costa Water District. USGS quadrangles from the NRCS (2004). This document not intended for detailed design work.

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Design and Construction Agreement
Improvements to the Contra Costa Canal (Segment 5A)
at East Cypress Road

This Agreement ("Agreement") between the City of Oakley ("OAKLEY") and Contra Costa Water District ("CCWD"), for the design and construction of improvements installed within the Contra Costa Canal Right-of-Way ("Canal ROW") in the vicinity of East Cypress Road is effective as of _____ _____ . For purpose of this Agreement, OAKLEY and CCWD may individually be referred to as a "Party" and collectively referred to as the "Parties."

RECITALS

1. CCWD operates and maintains the Contra Costa Canal ("Canal") and associated Canal ROW as part of the federally owned Central Valley Project ("CVP"), and as agent of the U.S. Bureau of Reclamation ("Reclamation").

2. As part of a project to replace the unlined Canal with a pipeline, termed the Contra Costa Canal Replacement Project ("CCCRP"), CCWD has completed Segments 1 through 4 and Segment 5B.

3. Segment 5A of the CCCRP will replace the unlined Canal, including the culvert that passes under East Cypress Road, with a continuous pipeline having an internal diameter of 120 inches. Segment 5A includes approximately 635 feet of pipeline from the southern terminus of the previously completed Segment 4 pipeline to the northern terminus of the previously completed Segment 5B pipeline (hereinafter referred to as the "Segment 5A Work"). The Segment 5A Work is more fully described in Exhibit A to this Agreement.

4. The CCWD Board of Directors approved the CEQA Mitigated Negative Declaration (MND) for the CCCRP in November 2006, and seven CEQA addendums were issued thereafter. In October 2022, the CCWD Board approved CEQA Addendum No. 6 that includes the environmental review for all of Segment 5 (to include Segments 5A and 5B).

5. Reclamation approved the NEPA Final EA and FONSI 07-05-MP for the CCCRP in July 2007.

6. OAKLEY intends to widen East Cypress Road from Knightsen Avenue to Jersey Island Road ("ECR"). A portion of this work is within the Canal ROW (the "ECR Widening in Canal ROW Work").

7. FONSI 15-049 addresses land related actions that will require CCWD and Reclamation approval before road and levee improvements can be made within the Reclamation right of way, by OAKLEY, and/or Reclamation District 799.

8. This Agreement was negotiated with the foregoing circumstances in mind, and the provisions of this Agreement are intended to coordinate Segment 5A of the CCCRP with the widening of East Cypress Road and establish responsibilities and payment between Parties.

AGREEMENT

NOW, THEREFORE, in reliance upon the foregoing Recitals, the Parties, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, agree as follows:

SECTION I: OAKLEY OBLIGATIONS:

A. ECR Widening in Canal ROW Work to be performed by OAKLEY, at OAKLEY's cost, will include, but is not limited to, the following:
   1. Preparing planning documents to meet the requirements of agencies with jurisdiction over construction of the project, including:
      a. California Environmental Quality Act;
      b. National Environmental Policy Act;
      c. Necessary environmental permits, including habitat and wetland compensation; and
      d. Any local agency approvals;
   2. Coordinate Reclamation reviews with CCWD;
   3. Prepare and submit easement documents through CCWD to Reclamation to secure a Permit/License in Advance of Easement;
   4. Prepare quitclaim documents to release a portion of the former roadway easement to Reclamation;
   5. Preparing design documents;
   6. Constructing ECR Widening in Canal ROW; and
   7. Providing construction oversight.

B. Segment 5A Work to be performed by OAKLEY, at OAKLEY's cost except as otherwise provided in SECTION II: CCWD OBLIGATIONS of this Agreement, will include, but is not limited to, the following:
   1. Preparing draft and final design documents (including plans, specifications, and cost estimates);
   2. Preparing and entering into construction contracts necessary for the completion of the Work;
   3. Constructing Segment 5A in accordance with environmental permits, final design documents, addenda, and change orders, including providing for Canal unwatering and dewatering activities as provided for in Section 1.b.vii of Exhibit A; and

4. Providing construction oversight, including construction management, inspection, and materials testing.

Design and construction activities for Segment 5A Work are described more fully in Exhibit A, which is attached hereto and incorporated herein as if fully set forth.

C. OAKLEY shall provide CCWD the opportunity to review, provide comments, and approve design deliverables and construction-phase documents for Segment 5A. CCWD shall have the right to reject any OAKLEY proposed engineer, surveyor, and/or consultant that it determines to be unqualified.

D. OAKLEY shall implement changes to the construction contract sought by CCWD in writing through contract change orders and shall allow CCWD to review and comment on all such change orders associated with Segment 5A Work. OAKLEY shall incorporate timely and reasonable comments and changes sought by CCWD.

E. OAKLEY shall retain, or cause to be retained, for a period of three (3) years from date of final payment to OAKLEY's contractors and consultants, all records and accounts relating to payments to allow them to be audited by CCWD.

SECTION II: CCWD OBLIGATIONS:

A. ECR Widening in Canal ROW Work to be performed by CCWD, at CCWD's cost, will include, but is not limited to, the following:

1. Reviewing draft and final design documents and providing comments;
2. Providing assistance with communications related to Reclamation review and land actions;
3. Reviewing construction-phase documents, at CCWD's discretion; and
4. Conducting construction inspection, at CCWD's discretion.

B. Segment 5A Work to be performed by CCWD, at CCWD's cost, will include, but is not limited to, the following:

1. Completing environmental reviews and obtaining approvals to satisfy the requirements of the California Environmental Quality Act and National Environmental Policy Act, to the extent required and not already completed;
2. Preparing and/or amending environmental permits and other documents as required for construction of Segment 5A of the CCCRP;
3. Issue the necessary right of entry documents to allow construction within the Canal ROW;
4. Reviewing draft and final design documents, providing comments on draft deliverables, and providing final approval to construct;
5. Reviewing construction-phase documents, providing comments, and final approval, unless review and approval is waived in writing at CCWD's discretion; and

6. Conducting construction inspection and material testing of Segment 5A and appurtenant improvements, at CCWD's discretion.

7. Assist with coordinating OAKLEY's Canal unwatering and dewatering activities during construction.

8. Conducting a fish rescue during unwatering of the Canal.

9. Providing labor and/or services for environmental monitoring and compliance reporting during construction.

Planning, design, and construction activities for Segment 5A Work are described more fully in Exhibit A.

C. CCWD shall provide to OAKLEY the plans and specifications for CCCRP Segment 4 and Segment 5B for reference during design and construction of Segment 5A Work.

D. CCWD shall review and comment on design deliverables within approximately fifteen (15) business days after receipt and construction-phase documents within thirty (30) calendar days after receipt.

E. CCWD shall accept Segment 5A Work to be owned, operated and/or maintained by CCWD after they are completed to the satisfaction of CCWD. Such acceptance shall be based on the understanding that the Segment 5A Work (i) meets the requirements of the construction contract and all change orders approved by CCWD and OAKLEY; (ii) is free of defects in material and workmanship; (iii) where CCWD is not responsible for such design, is free of defects in design; and (iv) is free of all encumbrances and any other rights and interests of third parties. CCWD's acceptance of said work in accordance with the preceding two sentences will not unreasonably be withheld, conditioned, or delayed.

F. Within sixty (60) calendar days after completion of construction and CCWD's written acceptance of all Segment 5A Work, CCWD shall pay OAKLEY the amount of two million and two hundred thousand ($2,200,000) dollars. This is a not to exceed amount and OAKLEY shall not be entitled to reimbursement for any amount in excess of this amount which it may incur as a result of the Segment 5A Work.

SECTION III: MUTUAL OBLIGATIONS AND ADDITIONAL PROVISIONS:

A. The Parties agree that CCWD will have the right to inspect the Segment 5A Work both during construction and at completion of said work as further described below.

1. During construction, CCWD will have the right during work hours to conduct regular inspections of the progressed work and material testing as CCWD determines necessary to ensure that the work is being completed in conformance with the construction contract and all change orders approved by CCWD and OAKLEY. CCWD will coordinate its inspections and testing with OAKLEY's construction management team. To the extent CCWD's inspections at any stage reveal that the work does not appear to meet the construction contract or all CCWD-approved change orders, CCWD shall notify OAKLEY in writing of the same. OAKLEY's contractor will timely address each identified deficiency to

CCWD's satisfaction. The Parties agree to make every effort to carry out the process to ensure timely completion of the Segment 5A Work. No section of pipeline shall be backfilled prior to inspection and approval by CCWD or CCWD's representative.

2. When OAKLEY believes it is appropriate for CCWD to become responsible for the Segment 5A Work after completion of construction of any discrete phase of the Segment 5A Work, OAKLEY will notify CCWD in writing that said work has been completed. CCWD shall inspect said work as soon as possible thereafter, but in no event later than twenty-one (21) calendar days after CCWD's receipt of such notice from OAKLEY. CCWD will conduct its inspection during OAKLEY's contractor's approved hours. If, after inspection, CCWD determines that the Segment 5A Work, including any work performed pursuant to a change order, has been performed in accordance with the Construction Contract and all Change Orders by CCWD and OAKLEY, CCWD will notify OAKLEY in writing that CCWD accepts the Segment 5A Work or any useable portion thereof in a timely manner consistent with CCWD's usual and customary practice for accepting similar work performed by others.

3. If after inspection, CCWD determines that any portion of the Segment 5A Work has not been performed in accordance with the construction contract or all change orders approved by CCWD and OAKLEY, CCWD shall notify OAKLEY in writing of any claimed deficiency and provide to OAKLEY, within ten (10) working days of said inspection, a punch list of items that need correction. Thereafter OAKLEY will investigate and arrange for the work to be corrected prior to CCWD acceptance.

4. Except for warranty work (one-year warranty), CCWD will become responsible for operation and maintenance of the Segment 5A Work upon its acceptance thereof.

B. Both Parties agree to hold all administrative draft and administrative final reports, studies, materials, and documentation relied upon, produced, created, or utilized for work in confidence to the extent permitted by law. Where applicable, the provisions of California Government Code section 7921.595(c) will govern the disclosure of such documents in the event that both Parties share said documents with each other or with their respective employees, agents, and consultants who require access to said documents to complete work related to this Agreement. Each Party agrees not to distribute, release, or share said documents with anyone other than the recipients described in the preceding sentence without the written consent of the other Party except to the extent that the Party is required to do so by law. OAKLEY intends to share improvement plans with the developer adjacent to this project as necessary.

C. If either Party receives a Public Records Act request for records pertaining to activities under this Agreement, such Party will notify the other Party within five (5) working days of receipt and make the other Party aware of any public records disclosed by that Party. Both Parties will consult with each other prior to release of any public records related to the Segment 5A Work.

D. This Agreement will be understood in accordance with and governed by the Constitution and laws of the State of California. Any legal action to enforce this Agreement or otherwise arising from this Agreement will be filed and maintained in Contra Costa Superior Court.

E. Both Parties will first attempt to resolve disputes arising under this Agreement at the project team level. If the project teams cannot resolve the dispute themselves, the Public Works Director of OAKLEY and the CCWD Assistant General Manager - Engineering and Construction will attempt to negotiate a resolution. If the Public Works Director and Assistant General Manager cannot resolve the dispute themselves, the City Manager of OAKLEY and the General Manager of CCWD will attempt to negotiate a resolution. If no resolution is reached, legal counsel from both agencies will mutually agree on a neutral mediator and initiate mediation. Both Parties agree to participate in mediation in good faith and will share equally in its costs.

F. Both Parties maintain the ability to pursue alternative or additional dispute remedies if a previously selected remedy does not achieve resolution.

G. To the full extent permitted by law, each party (individually referred to herein as "Indemnifying Party") shall indemnify, defend, and hold harmless the other party, its governing body, officers, agents, employees, and volunteers (collectively, "Indemnified Party") from and against any and all liability, loss, damage, claims, expenses and costs (including, without limitation, attorney fees and costs and fees of litigation) (collectively, "Liability") of every nature arising out of any negligent acts or omissions or willful misconduct of the Indemnifying Party in connection with the Indemnifying Party's performance of its obligations under this Agreement, except such Liability caused by or arising from the sole negligence or willful misconduct of the Indemnified Party. OAKLEY will require that any contractor performing any work within the Canal ROW indemnify and name CCWD and Reclamation as additional insureds on all policies.

H. Subject to the terms set forth in any and all future agreements between CCWD and OAKLEY relating to the Segment 5A Work, CCWD and OAKLEY hereby acknowledge and agree that CCWD's role related to Oakley's construction contract will be limited to the Segment 5A Work.

I. No amendment, alteration or variation, or waiver of any of the terms of this Agreement shall be valid unless made in writing and signed by the Parties hereto, and no prior oral understanding or agreement not incorporated herein shall be binding on any of the Parties hereto.

J. Any notices that may be required under this Agreement shall be in writing and shall be delivered by hand delivery, electronic delivery with electronic confirmation of delivery or by certified or express mail, addressed to the primary contact for each Party to this Agreement as set forth below.

OAKLEY:

Kevin Rohani, Public Works Director
City of Oakley
3231 Main Street
Oakley, CA 94561
Office Phone: (925)625-7003
Email: rohani@ci.oakley.ca.us

CCWD:

Miki Tsubota, Assistant General Manager
Contra Costa Water District
1331 Concord Avenue
Concord, CA 94520
Office Phone: (925) 688-8219
Email: mtsubota@ccwater.com

CCWD and OAKLEY will notify each other in writing of any personnel or location changes, and hereby agree that such changes will not require an amendment to this Agreement.

K. The Parties to this Agreement are independent public agencies. Neither party's agents nor employees shall be considered agents or employees of the other party.

L. Each Party agrees to do all such things and take all such actions, to make, execute and deliver such other documents, instruments, and improvements as shall be reasonably requested to carry out the provisions, intent and purpose of this Agreement.

SIGNATURES

Both Parties declare that:

1. Each Party is an authorized legal entity under California State Law.
2. Each Party has the authority and capacity to enter into this Agreement.
3. The individuals signing this Agreement have the authority to do so on behalf of their respective entity.

CONTRA COSTA WATER DISTRICT

APPROVED

By: _____
Rachel Murphy
General Manager

Date: _____

By: _____

Date: _____

APPROVED AS TO FORM

By: _____
Douglas E. Coty
Legal Counsel for CCWD

Date: _____

CITY OF OAKLEY

APPROVED

By: _____
Joshua McMurray
City Manager

Date: _____

ATTEST

By: _____
Libby Vreonis, City Clerk

Date: _____

APPROVED AS TO FORM

By: _____
Derek Cole
City Attorney for OAKLEY

Date: _____

EXHIBIT A

PLANNING, DESIGN, AND CONSTRUCTION REQUIREMENTS FOR SEGMENT 5A WORK

1. SEGMENT 5A WORK

a. The Segment 5A Work is defined as the planning, design, and construction to be conducted by OAKLEY on CCWD's behalf for pipeline facilities that will be owned, operated, and maintained by CCWD and/or Reclamation once completed.

b. ***Improvements:*** Project improvements comprising the Segment 5A Work include but are not limited to:

i. Approximately 635 linear feet of 10-foot diameter reinforced concrete pipe from the southern terminus of the existing Segment 4 pipeline, located north of ECR, to the northern terminus of the existing Segment 5B pipeline, located south of ECR;
ii. Demolition and removal of all existing Canal facilities between terminus of Segment 4 and Segment 5B;
iii. Securing the connection of Segment 5A piping to CCWD's Segment 4 piping and Segment 5B piping;
iv. Constructing temporary transition structure(s) that connect new pipeline to existing Canal facilities to return the Canal to service between phases of pipeline construction;
v. Clear and grub, site grading and site restoration per CCWD standards and permitting requirements;
vi. New permanent access roads and fencing;
vii. Unwatering and dewatering as needed to install Segment 5A pipeline, meeting CCWD environmental and permitting requirements; and
viii. Relocation of Western Area Power Administration power poles (if applicable).

The Parties acknowledge that the scope and extent of the Segment 5A Work may change following the effectiveness of this Agreement, but any such change will be provided for in the approved plans and specifications, construction contract, and/or change orders approved by both OAKLEY and CCWD.

2. PLANNING, PERMITTING, AND PROJECT COORDINATION

a. ***Construction Permits:*** OAKLEY shall pay all application fees and all other costs required to obtain all incidental and construction permits required by any local, state, or federal agency with jurisdiction over the project for any and all new and temporary facilities deemed necessary by CCWD, and that are not covered by CCWD-provided permits.

b. ***CCCRP Permits:*** CCWD shall make available to and for use by OAKLEY all existing environmental and construction-related permits and documents associated with the CCCRP.

OAKLEY and its Contractor and/or subcontractors will be required to follow all of the requirements outlined in the following CCWD and Reclamation permits for the CCCRP.

Agency	**Permit Number**	**Permit Timeline**
United States Army Corps of Engineers	404	Expires August 1, 2027
Central Valley Regional Water Quality Control Board	401	Life of the Project
Central Valley Regional Water Quality Control Board	See Exhibit A: Section 2.d.	See Exhibit A: Section 2.d.
Central Valley Regional Water Quality Control Board	Dewatering to Land R5-2016-0076-008	Must be updated and approved prior to land discharge
California Department of Fish and Wildlife	1600 Permit Streambed Agreement	Expires December 31, 2028
California Department of Fish and Wildlife	2081 Permit for take of Giant Garter Snake	Expired December 31, 2023. Not needed for Segment 5A.
National Marine Fisheries Service	Letter of Concurrence	Life of the Project
U.S. Fish & Wildlife Service	Biological Opinion	Life of the Project
U.S. Fish & Wildlife Service	Coordination Act	Life of the Project

The sixth CEQA Addendum ("CEQA Addendum No. 6") was completed by CCWD for construction of the entire Segment 5, including updating the staging areas that support its construction, and a detailed description of a planned dewatering system. Addendum No. 6 outlined permit coverage for full construction of Segment 5. Addendum No. 7 was prepared to address the use of portable generators and pumps for the construction of Segment 5B. It is anticipated that one or more CEQA addenda specific to Segment 5A Work will be prepared by CCWD to address the plan for dewatering and diesel generator and pump use, if applicable.

CCWD will review OAKLEY's planning, design, and implementation of the Segment 5A Work to ensure that proposed impacts are consistent with all applicable CEQA addenda. Impacts beyond those already addressed within previously prepared CEQA addenda may require CCWD preparation of CEQA addenda or applications for permit amendments, in which case OAKLEY shall support CCWD-led environmental reviews and permit amendment efforts by providing all relevant requested project information. CCWD will provide Reclamation with

any new environmental and permit documentation before OAKLEY may proceed with implementation of Segment 5A Work.

OAKLEY will provide CCWD with adequate notification and evidence of OAKLEY or its contractor meeting all permit requirements prior to the start of construction of Segment 5A Work. OAKLEY will support any Segment 5A Work permit compliance reporting, required of CCWD at the end of a calendar year, or following completion of any phase of work.

c. ***Staging Areas:*** To support OAKLEY's construction of Segment 5A Work, CCWD has allowed for specific areas of staging to occur on the Canal ROW, as shown in Figure 7 of CEQA Addendum No. 6. Any adjustments to the use of such areas shall be proposed by OAKLEY for review and approval by CCWD. All clearing and grubbing work activities in Canal ROW and staging areas shall be performed in accordance with the project permits and defined construction windows.

d. ***Dewatering:*** CCWD holds specific permit coverage for the discharge of groundwater that must be removed from the unlined Canal during pipeline installation. On January 5, 2023 CCWD received a Limited Threat Discharge permit approval from the Central Valley Regional Water Quality Control Board for the discharge of groundwater to surface water for Segment 5 (5A and 5B). [Notice of Applicability (NOA); General Waste Discharge Requirements Order R5-2022-0006 for Limited Threat Discharges To Surface Water; Contra Costa Water District, Contra Costa Canal Replacement Project Segment 5, Contra Costa County]. Concentrations of manganese in groundwater were higher than anticipated during the construction of Segment 5B. The current permit may need to be amended or replaced with a new permit for Segment 5A to update water quality limits, discharge plan, and a possible change in the planned groundwater discharge location.

A fish rescue, conducted by CCWD's consultant, is required during unwatering of the Canal.

e. ***CCWD Review and Approval of Operational Impacts:*** During previous phases of the CCCRP, the Canal system in the project area was taken out of service during construction. Any outage of the Canal system for the purpose of constructing the Segment 5A project will require CCWD review and approval of the proposed outage plan, outage schedule, and plan for return to service. Outage documents shall be submitted for CCWD review no later than six (6) months in advance of the planned outage. CCWD water supply operations take precedent over the planned project or shutdown. CCWD reserves the right, at no cost to CCWD, to withhold approval of any shutdown, at CCWD's sole discretion. If CCWD is unable to support the proposed Canal system outage during the Segment 5A project, then OAKLEY may propose to install and operate bypass facilities, at their sole cost. The allowance of such bypass facilities is subject to the sole discretion and approval by CCWD.

CCWD will prepare a Facility Impact Plan that identifies special constraints to be included in the specifications. CCWD will provide comments during review of design documents to communicate these special constraints to OAKLEY for incorporation into the specifications.

During construction, a Shutdown Plan will be prepared and approved by CCWD prior to shutdown of the impacted facilities.

f. ***Emergency Return to Service:*** In the event of a water supply emergency during construction, CCWD may require that the Canal system in the project area be returned to service in an expedited manner. OAKLEY shall work collaboratively with CCWD in good faith to support the emergency return to service. Necessary adjustments to the construction plan and schedule will depend on the specific stage of construction that has been completed at the time of the emergency return to service.

g. ***WAPA Pole Relocation:*** If relocation of Western Area Power Administration (WAPA) high-voltage power lines and pole structures is necessary for execution of the Segment 5A project, OAKLEY shall obtain a utility relocation agreement with WAPA. Facility shutdowns for construction and contingency planning shall be consistent with the terms and conditions in Section 2.e. of this Exhibit A.

3. DESIGN

a. ***Designer/Surveyor:*** OAKLEY shall at its own expense design the permanent facilities necessary for CCWD to provide water conveyance through Segment 5A. Such design shall be performed by one or more California registered professional engineers.

OAKLEY shall provide all surveying and control necessary for design purposes and to confirm "tie-in" to CCWD's established stationing and datum system for the existing and remaining canal work.

All land surveying necessary for the design of the permanent facilities shall be performed either by a California licensed land surveyor or a professional engineer authorized to perform such services.

All soil and subsoil investigations necessary for the design of the permanent facilities shall be performed by a professional geotechnical engineer licensed in California to conduct such investigations.

All design, surveying, and geotechnical work shall be conducted in accordance with industry standards.

CCWD shall have the right to reject any OAKLEY proposed engineer, surveyor, and/or consultant that it determines to be unqualified.

b. ***Standards and Formats to Be Used for Design Documents:*** All final documents submitted to CCWD for review and approval under this Agreement shall bear the seal and stamp of a registered professional engineer or a licensed land surveyor, whichever is appropriate in CCWD's discretion. Each document shall be submitted for review in the formats specified

by CCWD through its designated Project Manager. All drawings shall be prepared in accordance with CCWD Drafting Standards including CCWD Computer Aided Design Drafting (CADD) Master level system, unless otherwise directed in writing by CCWD's Engineering Manager. Unless otherwise specified, OAKLEY shall submit each set of plans and specifications in Construction Specification Institute (CSI) format. OAKLEY shall submit all documents in the following electronic formats: all drawings shall be submitted in PDF and CADD format, all schedules in PDF and MS Project, and all specifications and similar documents shall be provided in PDF and Microsoft Word. OAKLEY shall furnish CCWD with one (1) full-size set of plans, three (3) complete reduced sets (11 x 17) of plans.

In addition to draft and final design deliverables, OAKLEY shall prepare and submit to CCWD a conformed set after the construction contract has been finalized to include Segment 5A Work.

c. ***Design Milestones and CCWD Reviews:*** OAKLEY shall prepare drawings, plans, calculations, specifications, table of contents, estimates of the quantities of materials required, and cost estimates. All design documents shall be signed and stamped by a professional engineer registered with the State of California. OAKLEY shall provide CCWD the opportunity to review and comment on every draft and final design deliverable prepared for the Segment 5A Work. OAKLEY shall incorporate any such comments into each such document, and shall resubmit each such document to CCWD for any further written comments. OAKLEY shall direct its design professionals (registered professional civil, structural, mechanical, electrical, and geotechnical engineers and licensed land surveyors) to meet regularly with CCWD's designated Engineering Department personnel throughout the design process, and as required for user group input and comment. User group review is required, and all comments provided by the group shall be addressed for the entirety of the design. CCWD will review and comment on design deliverables within approximately fifteen (15) business days after receipt. CCWD reserves the right to reject what it deems to be partial or incomplete submittals, or for poor workmanship.

The construction plans and specifications shall, as provided elsewhere in this Exhibit A, comply with all laws pertaining to the construction of public works, including but not limited to the provisions of the Labor Code concerning unemployment insurance, apprenticeship, and requiring that construction workers are paid prevailing wages.

CCWD will require approval by CCWD’s General Manager as a condition before OAKLEY may advertise bidding (or otherwise seek contractor pricing) or authorize a new contract (or modification of existing contract) to construct Segment 5A Work. CCWD will require approval by CCWD’s Assistant General Manager of Engineering and Construction (or designee) before approving Segment 5A pipe submittal for fabrication.

OAKLEY shall provide all documentation pertaining to surveying, control, and soil or subsoil investigations to CCWD, for review and approval, at CCWD’s reasonable discretion.

d. ***Coordination of Design with Other Projects:*** Segment 5A design shall be coordinated with CCWD's existing Segment 4 pipeline, CCWD's existing Segment 5B pipeline, and ECR Widening. Segment 5A design shall adequately show final grading in the Canal ROW associated with the ECR Widening project and how CCWD will access the Canal ROW from north and south sides of East Cypress Road following completion of the ECR Widening project.

4. CONSTRUCTION

a. ***Compliance with Plans and Permits:*** OAKLEY and its Contractor and/or subcontractors shall comply with all requirements of the design documents (plans and specifications) and environmental permits, including all environmental clearances and site preparation work, temporary facilities needed for construction, CCWD operational constraints, and CCWD's return-to-service requirements. All changes to the construction from the final CCWD-approved design documents must be approved by CCWD in writing in advance of implementation.

b. ***Oversight, Submittal Reviews, and Inspection During Construction:*** OAKLEY shall provide labor and/or services for design review (including contractor submittals, requests for information, and design clarifications), inspection, project management, construction management, and construction material testing during construction. CCWD will provide labor and/or services for environmental monitoring and compliance reporting. All work shall be performed in a workmanlike manner meeting construction industry standards for a similar project located in California, regardless of any omission from the design documents.

Construction-phase documents will also be subject to CCWD review and approval, at CCWD's discretion. CCWD shall respond within thirty (30) days after receipt of submittals.

CCWD shall be provided the opportunity to inspect and test all elements of the work to confirm consistency with design intent and design document requirements, including observing and inspecting the pipeline manufacturing process for quality control and assurance. CCWD shall be provided the opportunity to inspect and approve the pipe sections following delivery to the site, prior to installation, and prior to backfill. Pipe pieces with defects will not be accepted for use and can be rejected by CCWD at any time and at no expense to CCWD. Installed pipe pieces observed to be damaged shall be replaced or repaired per the manufacturer's recommendations at the expense of OAKLEY. No section of pipeline shall be backfilled prior to inspection and approval by CCWD or CCWD's representative. OAKLEY shall ensure that safe, adequate access, as determined by CCWD inspection staff in their sole discretion, is provided for inspection purposes.

CCWD will conduct secondary or follow-up materials testing as appropriate, at its sole discretion, to quality-check primary testing by OAKLEY, and to confirm consistency with the design documents.

OAKLEY shall be responsible for ensuring all plans and specifications for manufacturing and installation are met, and no aspect of CCWD's design review, inspection or testing, or decision not to inspect or test, shall relieve OAKLEY from this responsibility.

CCWD shall have the right to reject any OAKLEY proposed consultant that it determines to be unqualified.

c. ***Return to Service Plan:*** Prior to filling the newly constructed pipeline, CCWD will prepare a Return to Service Plan and will communicate the plan to OAKLEY. For a controlled filling process, OAKLEY's contractor will be required to fill the pipe by pumping around isolation stop logs before removing stop logs. The Return to Service Plan may identify other required actions by OAKLEY's contractor that are necessary to implement the Return to Service Plan. OAKLEY shall obtain CCWD's written notice of its approval and acceptance for the new pipeline and connections to existing conveyance facilities before these may be put into service.

d. ***CCWD Acceptance of Work:*** Upon acceptance of Segment 5A by CCWD and receipt by OAKLEY of a Notice of Completion, all right, title, and interest in and to said facilities shall become and thereafter remain the property of Reclamation and/or CCWD and shall thereafter be operated and maintained by CCWD and shall become merged with and be a part of CCWD's conveyance facilities. Oakley shall provide to CCWD and/or Reclamation any easements or other land rights required following completion of the Segment 5A Work.

5. CONSTRUCTION CONTRACT REQUIREMENTS

OAKLEY'S construction contract or contracts shall at minimum provide for the following from its Contractor and/or subcontractors. CCWD may waive any required term in this Exhibit A, Section 5, or consider and approve, in its sole reasonable discretion, different but comparable terms in any existing contract between OAKLEY and its Contractor.

a. ***Safety Requirements:*** OAKLEY shall require the Contractor to meet all of CCWD's safety requirements, including signing CCWD's Contractor's Safe Practices Handbook, following the requirements of CCWD's standard specifications related to safety, and other project specific safety requirements identified by CCWD. CCWD Inspector shall have the right to stop OAKLEY's work in the event the Contractor is not following CCWD Safety requirements, and this will be at no cost to CCWD. Furthermore, CCWD is not responsible for costs of delay, remedy, or any other impact from any safety related stoppage.

b. ***Contractor Qualifications:*** The construction work shall be performed by a properly licensed Contractor possessing a valid Class A License in accordance with Public Contract Code Section 3300. Contractor shall submit a Certification of Bidder's Experience certifying that the Contractor or subcontractor is skilled and regularly engaged in the general class and type of work called for in the plans and specifications, and that it shall have completed,

within the last seven (7) years, at least three (3) large diameter pipeline projects of similar size and complexity. Contractor qualifications must be approved in writing by CCWD, prior to commencement of work. CCWD shall have the right to reject any contractor or sub-contractor that it determines to be unqualified. Contractors or subcontractors shall not be switched or added without CCWD's approval.

c. ***Prevailing Wages:*** The installation of the facilities is a public work, as defined in Section 1720 (c) of the California Labor Code. Pursuant to Section 1770, et seq., of the California Labor Code, OAKLEY's Contractor and subcontractors shall pay not less than the prevailing rate of per diem wages as determined by the Director of the California Department of Industrial Relations. OAKLEY will ensure its contractor(s) submits certified payrolls to CCWD and to the State Department of Industrial Relation (DIR) site on a monthly basis, in accordance with State law and Section 00700 General Conditions, Paragraph 4.11.2 of CCWD's standard front end specifications (attached hereto and incorporated herein as if fully set forth), and will be required for CCWD to accept the work. CCWD shall have the right to conduct employee interviews at any time to ensure employees are being paid prevailing wages.

d. ***Performance Bond:*** OAKLEY or its Contractor shall provide CCWD with a performance bond or similar financial assurance instrument (which may include a note secured by a trust deed, a cash deposit, or an irrevocable letter of credit) acceptable to CCWD related to its construction of Segment 5A. The performance bond value will be based on 125% of the then updated engineer's estimate of the construction cost for Segment 5A to be constructed by OAKLEY. CCWD shall be a named party with the authority to act upon the bond.

   The performance bond (or acceptable financial assurance instrument) will be released after CCWD provides written documentation, in the form of a Notice of Completion, to OAKLEY that CCWD has accepted the completed work.

e. ***Failure to Perform:*** In the event that OAKLEY or its Contractor fails to complete or adequately perform the construction as determined by CCWD, CCWD may take action on the performance bond or similar acceptable financial assurance instrument) after OAKLEY is provided reasonable notice and an opportunity to cure. Using the bond funds (or similar acceptable financial assurance instrument), CCWD may, after the stated cure period has expired, and at its discretion, assume control of the work on the Canal, including terminating OAKLEY's Contractor and re-bidding the remaining project if necessary, and establish a revised schedule for project completion.

   To facilitate CCWD assuming control of the work, OAKLEY agrees to assign to CCWD, upon request of CCWD, its agreements with the Contractor and shall endeavor in good faith to assign to CCWD the bonds that OAKLEY has with third parties for the work, which assignment shall be made without any representations or warranties or obligation to pay from OAKLEY.

f. ***Interim Milestones and Liquidated Damages:*** Interim Milestones shall be established that identify the date by which each discrete phase of the Segment 5A construction shall be completed such that the Canal system may be returned to service. It is agreed by the Parties to this Agreement that time is of the essence in the completion of this work, and that in case all the work called for, or any portion thereof, is not completed by the date of Interim Milestone, damage will be sustained by CCWD. As it is impracticable to determine the actual delay damage; it is, therefore, agreed that OAKLEY or its Contractor shall pay liquidated damages to CCWD for delay beyond the time prescribed to complete the work or any portion thereof. The amount of liquidated damages per day that the Interim Milestone work remains unfinished shall be established prior to execution of the construction contract or change order, and shall be based on an estimate of CCWD labor, services, and the additional cost of alternative water supplies while the project area Canal system is out of service.

g. ***Warranty:*** OAKLEY shall incorporate into the final plans and specifications the requirement that the Contractor provide a one-year minimum warranty, beginning when CCWD notifies OAKLEY in writing that CCWD has accepted the completed Canal Improvements and CCWD has accepted final as-built plans, whichever comes later, and which shall not be unreasonably withheld. OAKLEY, along with the contractor(s) performing the work, shall remain responsible for patent defects throughout the four-year period specified in section 337.1 of the Code of Civil Procedure, and for latent defects throughout the ten-year period specified in section 337.15 of that Code.

h. ***As-Built and Record Drawings:*** Prior to and as a condition of acceptance by CCWD, OAKLEY's construction inspector and construction engineer shall review and approve Contractor redlines on the as-built plans and OAKLEY's Engineer of Record shall incorporate the approved redlines into record drawings that meet CCWD CAD standards. Record drawings shall be submitted electronically in PDF and CAD format, and OAKLEY shall furnish CCWD with one (1) full-size set of record drawings, one (1) complete reduced set (11 x 17) of record drawings.

Attachment

Contra Costa Water District
Excerpt from Specifications Section 00700, General Conditions

4.11.2 **Certified Payroll Records** - In accordance with Section 1776 of the Labor Code, each Contractor and subcontractor shall keep an accurate payroll record, 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 by the Contractor or the subcontractor in connection with the project. Each payroll record shall be on forms provided by the Division of Labor Standards Enforcement or may consist of printouts of payroll data that are maintained as computer records, if the printouts contain the same information as the forms provided by the division and the printouts are certified or verified as described below.

The payroll records shall be certified or 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 of the Labor Code for any work performed by his or her employees on the public works project.

The certified payroll records shall be submitted with monthly progress payments.

Payroll records shall be available for inspection at all reasonable hours at the principal office of the Contractor on the following basis:

A. A certified copy of an employee's payroll record shall be made available for inspection or furnished to the employee or its authorized representative on request.

B. A certified copy of all payroll records shall be made available for inspection or furnished upon request to a representative of OAKLEY, the Division of Labor Standards Enforcement, and the Division of Apprenticeship Standards of the Department of Industrial Relations.

C. A certified copy of all payroll records shall be made available upon request by the public in accordance with Section 1776 of the Labor Code.

In addition to the submission described above, each Contractor and subcontractor shall furnish the records specified in Labor Code Section 1776 each month directly to the Labor Commissioner, in the format prescribed by the Labor Commissioner.

The Contractor is responsible for its and its subcontractors' compliance with the provisions of Section 1776 of the Labor Code.

Business Name	Primary Contact Email Address	Primary Address Phone #	Full Primary Address	Active Licenses
BONGIORNO PEST PROS	ANDY@BONGIORNOPESTPROS.COM	(925) 679-2847	218 MEADOW CREEK CT OAKLEY CA 94561	HOME BASED BUSINESS LICENSE
CC PAINTING AND DECORATING COMPANY LLC	GM@CCPAINTINGCO.COM; LYNNEAANG@GMAIL.COM	(650) 200-5640	4332 ZINFANDEL DR OAKLEY CA 94561-2310	HOME BASED BUSINESS LICENSE
COJON SURUY FAMILY MANAGEMENT	EDWINCOJON@YAHOO.COM	(650) 200-7471	4309 CHENIN LN OAKLEY CA 94561-2320	HOME BASED BUSINESS LICENSE
DANIELLE RUSH	DANIELLERUSH02@GMAIL.COM	(925) 338-0832	51 SANDHILL CRANE CT OAKLEY CA 94561	HOME BASED BUSINESS LICENSE
DIY PATIO SHADES, LLC	CYLONG72@YAHOO.COM	(415) 867-5558	637 MARATHON DR OAKLEY CA 94561	HOME BASED BUSINESS LICENSE
GIL'S HOUSEKEEPING	PGILSOTO972@GMAIL.COM	(925) 834-0323	4159 BLOSSOM CT OAKLEY CA 94561-3918	HOME BASED BUSINESS LICENSE
GRANNA'S DAYCARE	GRANCHAN@YAHOO.COM	(925) 642-4352	726 SOLITUDE DR OAKLEY CA 94561	BUSINESS LICENSE
JUN'S TAGALOG LANGUAGE INTERPRETATION SERVICES	CSZARATEJR@YAHOO.COM	(925) 354-5681	507 SILVER SPUR LN OAKLEY CA 94561	HOME BASED BUSINESS LICENSE
PERU XPRESS LLC		(929) 346-1301	2264 CANTERBURY LN OAKLEY CA 94561-3327	HOME BASED BUSINESS LICENSE
ROCKET MOTORCYCLE TOWING AND TRANSPORT SERVICE	hsoriano@rocketmctow.com	(925) 504-9692	614 JOSHUA ST OAKLEY CA 94561	HOME BASED BUSINESS LICENSE
SMASHED BROZ BURGERES	SMASHEDBROZBURGERS@GMAIL.COM	(925) 642-8009	2510 TALARIA DR OAKLEY CA 94561	HOME BASED BUSINESS LICENSE
11				

DATE: April 9, 2024

TO: Joshua McMurray, City Manager

FROM: Derek Cole, City Attorney

Approved and Forwarded to the City Council

SUBJECT: Report to the City Council Regarding Implementation of a Social Media Policy for Members of the City Council

Background and Analysis

The City Council has requested this Office advise regarding the adoption of a social media policy for City Council members. This report proposes a policy for adoption and seeks direction as to the Council's preference, if any, concerning implementation.

For sake of definition, I note that the social media policy under consideration is one that would apply only to City Council members concerning their usage of their private social media accounts. City Administration and Staff and the Police Department already have social media policies that govern the City's communication on social media through official channels.

As concerns private Council member usage of social media, I note the City has very limited ability to enact enforceable policies. This is because the decision of Council members to communicate on private social media accounts belongs to Council members alone, not the City. For First Amendment reasons, the City generally cannot impose rules that forbid Council members from engaging in any type of speech—even if that speech may be perceived as improper or civilly actionable. The First Amendment rarely permits government to impose "prior restraints" on speech.

To the extent the Council could adopt a social media policy for itself, I believe that policy would have to be confined in the manner I have proposed in a draft ordinance. For this reason, the ordinance does not state any commands or impose any consequences. Instead, it makes clear that whenever a council member communicates on a social media platform he or she operates:

- His or her communication may be a public record if the communication relates to official City business;
- The communication could become a Brown Act "meeting" if more than one council member engages with the communication in any manner;
- Communications about quasi-judicial matters could expose the council member to claims he or she is prejudicially biased against the parties affected by the matters; and

- Taking adverse actions against individuals who engage with Council member social media accounts—such as "blocking" or deleting comments—could be construed a violation of First Amendment rights. (On this point, I attach a copy of the recently decided United States Court decision, *Lindke v. Reed*, which I believe is essential reading for any council member who wishes to be active on social media.)

Rather than attempt to make the above enforceable through punitive consequences—which, as noted, would likely constitute impermissible "prior constraints"—the draft ordinance states the above points effectively as truisms. The ordinance thus does not impose these points as obligations, but instead requires that they be stated and distributed to each councilmember at the start of any term served (whether or not by election or appointment, and regardless of the number terms served). To this end, every councilmember will be required to receive a copy of the ordinance and reminded of the points before each term he or she serves. In my opinion, this is the most we can do in an effort to "enforce" the points noted.

I will look forward to discuss this matter further when this matter is called and receiving direction.

Consistency with the Oakley Strategic Plan 27+

The proposed action is consistent with the City's Sustainable Organization Goal.

Fiscal Impact

None.

Staff Recommendation

The City Council is requested to provide direction as to whether (1) the draft proposed ordinance should be introduced as written; (2) the proposed ordinance should be introduced with amendments; (3) a social media policy should be adopted in some other format, such as a resolution; (4) some other action should be taken; or (5) no further action be taken.

Attachments

1. Draft Ordinance Enacting Social Media Policy
2. Copy of United States Supreme Court Decision, *Lindke v. Freed*

ORDINANCE NO. __-24

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF OAKLEY AMENDING SECTION 2.1.010 OF THE OAKLEY MUNICIPAL CODE CONCERNING THE USE OF SOCIAL MEDIA BY MEMBERS OF THE CITY COUNCIL

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

SECTION 1. Oakley Municipal Code section 2.1.010 is added as follows:

Section 2.1.010 Use of Social Media

a. It is the practice of members of the City Council to use personal social media, which is any digital platform that allows members to create and share information with other users or audiences.

b. When members of the City Council use their personal social media to discuss City matters, their social media communications may be considered public records subject to public disclosure under the California Public Records Act (California Government Code section 7920 et seq.) or other applicable law.

c. When members of the City Council use their personal social media and interact in any manner with other members, their social media communications may be subject to open meeting laws, including the Ralph M. Brown Act (California Government Code section 54950 et seq.).

d. When members of the City Council use their personal social media to discuss any quasi-judicial matters that may or do come before the City Council, their social media communications could reasonably be construed as evidence of bias, prejudgment, or personal interest.

e. If Members of the City Council use publicly accessible personal social media to communicate regarding City business, they may be creating a limited public forum subject to First Amendment speech protections. If such a forum is created, a member taking action, such as removing individual comments or blocking individuals from commenting, may violate those individuals' First Amendment rights. (*Lindke v. Freed*, United States Supreme Court Case No. 22-611, decided March 15, 2024.)

f. Members of the City Council shall refrain from using any City-owned or issued devices to use or maintain their private social media accounts.

g. Members of the City Council shall be provided a written copy of this section at the beginning of any term they serve or fill, following their election, reelection, or appointment, which copy shall be provided no later than the date of the first regular meeting

of their term.

SECTION 2. CEQA FINDING.

The City Council determines that the provisions of this ordinance are exempt from the California Environmental Quality Act ("CEQA") because the instant ordinance involves continuing administrative activities and thus is not a project, as CEQA defines, pursuant to Section 15378(b)(2) of the CEQA Guidelines. To the extent the adoption of this Ordinance constitutes a project, the City Council finds pursuant to CEQA Guideline Section 15061(b)(3) that the project is exempt from environmental review because it can be seen with certainty that the adoption of the ordinance would not have any significant impact on the environment.

SECTION 3. SEVERABILITY.

If any section, subsection, sentence, clause or phrase of this ordinance is for any reason held to be invalid or unconstitutional by the decision of a court of competent jurisdiction, the holding shall not affect the validity or enforceability of the remaining provisions, and the City Council declares that it would have adopted each provision of this ordinance irrespective of the validity of any other provision.

SECTION 4. EFFECTIVE DATE.

This Ordinance shall become effective thirty (30) days after adoption.

SECTION 5. PUBLICATION.

The City Clerk shall certify to the passage of this Ordinance and shall cause this Ordinance or a summary thereof to be printed once within fifteen (15) days after its adoption in a newspaper of general circulation, published and circulated in the City of Oakley.

PASSED, APPROVED, AND ADOPTED this ____ day of _____, 2024 by the following vote:

AYES:
NOES:
ABSTENTIONS:
ABSENT:

APPROVED:

_____
Anissa Williams, Mayor

ATTEST:

_____ _____
Libby Vreonis, City Clerk Date

DRAFT

Syllabus

NOTE: Where it is feasible, a syllabus (headnote) will be released, as is being done in connection with this case, at the time the opinion is issued. The syllabus constitutes no part of the opinion of the Court but has been prepared by the Reporter of Decisions for the convenience of the reader. See *United States* v. *Detroit Timber & Lumber Co.,* 200 U. S. 321, 337.

SUPREME COURT OF THE UNITED STATES

Syllabus

LINDKE *v.* FREED

CERTIORARI TO THE UNITED STATES COURT OF APPEALS FOR THE SIXTH CIRCUIT

No. 22–611. Argued October 31, 2023—Decided March 15, 2024

James Freed, like countless other Americans, created a private Facebook profile sometime before 2008. He eventually converted his profile to a public "page," meaning that *anyone* could see and comment on his posts. In 2014, Freed updated his Facebook page to reflect that he was appointed city manager of Port Huron, Michigan, describing himself as "Daddy to Lucy, Husband to Jessie and City Manager, Chief Administrative Officer for the citizens of Port Huron, MI." Freed continued to operate his Facebook page himself and continued to post prolifically (and primarily) about his personal life. Freed also posted information related to his job, such as highlighting communications from other city officials and soliciting feedback from the public on issues of concern. Freed often responded to comments on his posts, including those left by city residents with inquiries about community matters. He occasionally deleted comments that he considered "derogatory" or "stupid."

After the COVID–19 pandemic began, Freed posted about it. Some posts were personal, and some contained information related to his job. Facebook user Kevin Lindke commented on some of Freed's posts, unequivocally expressing his displeasure with the city's approach to the pandemic. Initially, Freed deleted Lindke's comments; ultimately, he blocked him from commenting at all. Lindke sued Freed under 42 U. S. C. §1983, alleging that Freed had violated his First Amendment rights. As Lindke saw it, he had the right to comment on Freed's Facebook page because it was a public forum. The District Court determined that because Freed managed his Facebook page in his private capacity, and because only state action can give rise to liability under §1983, Lindke's claim failed. The Sixth Circuit affirmed.

Held: A public official who prevents someone from commenting on the official's social-media page engages in state action under §1983 only if

Syllabus

the official both (1) possessed actual authority to speak on the State's behalf on a particular matter, and (2) purported to exercise that authority when speaking in the relevant social-media posts. Pp. 5–15.

(a) Section 1983 provides a cause of action against "[e]very person who, *under color of any statute, ordinance, regulation, custom, or usage, of any State*" deprives someone of a federal constitutional or statutory right. (Emphasis added.) Section 1983's "under color of" text makes clear that it is a provision designed as a protection against acts attributable to a State, not those of a private person. In the run-of-the-mill case, state action is easy to spot. Courts do not ordinarily pause to consider whether §1983 applies to the actions of police officers, public schools, or prison officials. Sometimes, however, the line between private conduct and state action is difficult to draw. In *Griffin* v. *Maryland*, 378 U. S. 130, for example, it was the source of the power, not the identity of the employer, which controlled in the case of a deputized sheriff who was held to have engaged in state action while employed by a privately owned amusement park. Since *Griffin*, most state-action precedents have grappled with whether a nominally private person engaged in state action, but this case requires analyzing whether a *state official* engaged in state action or functioned as a private citizen.

Freed's status as a state employee is not determinative. The distinction between private conduct and state action turns on substance, not labels: Private parties can act with the authority of the State, and state officials have private lives and their own constitutional rights—including the First Amendment right to speak about their jobs and exercise editorial control over speech and speakers on their personal platforms. Here, if Freed acted in his private capacity when he blocked Lindke and deleted his comments, he did not violate Lindke's First Amendment rights—instead, he exercised his own. Pp. 5–8.

(b) In the case of a public official using social media, a close look is definitely necessary to categorize conduct. In cases analogous to this one, precedent articulates principles to distinguish between personal and official communication in the social-media context. A public official's social-media activity constitutes state action under §1983 only if the official (1) possessed actual authority to speak on the State's behalf, and (2) purported to exercise that authority when he spoke on social media. The appearance and function of the social-media activity are relevant at the second step, but they cannot make up for a lack of state authority at the first. Pp. 8–15.

(1) The test's first prong is grounded in the bedrock requirement that "the conduct allegedly causing the deprivation of a federal right be *fairly attributable to the State.*" *Lugar* v. *Edmondson Oil Co.*, 457 U. S. 922, 937 (emphasis added). Lindke's focus on appearance skips

over this critical step. Unless Freed was "possessed of state authority" to post city updates and register citizen concerns, *Griffin*, 378 U. S., at 135, his conduct is not attributable to the State. Importantly, Lindke must show more than that Freed had *some* authority to communicate with residents on behalf of Port Huron. The alleged censorship must be connected to speech on a matter within Freed's bailiwick. There must be a tie between the official's authority and "the gravamen of the plaintiff's complaint." *Blum* v. *Yaretsky*, 457 U. S. 991, 1003.

To misuse power, one must possess it in the first place, and §1983 lists the potential sources: "statute, ordinance, regulation, custom, or usage." Determining the scope of an official's power requires careful attention to the relevant source of that power and what authority it reasonably encompasses. The threshold inquiry to establish state action is not whether making official announcements *could* fit within a job description but whether making such announcements is *actually* part of the job that the State entrusted the official to do. Pp. 9–12.

(2) For social-media activity to constitute state action, an official must not only have state authority, he must also purport to use it. If the official does not speak in furtherance of his official responsibilities, he speaks with his own voice. Here, if Freed's account had carried a label—*e.g.,* "this is the personal page of James R. Freed"—he would be entitled to a heavy presumption that all of his posts were personal, but Freed's page was not designated either "personal" or "official." The ambiguity surrounding Freed's page requires a fact-specific undertaking in which posts' content and function are the most important considerations. A post that expressly invokes state authority to make an announcement not available elsewhere is official, while a post that merely repeats or shares otherwise available information is more likely personal. Lest any official lose the right to speak about public affairs in his personal capacity, the plaintiff must show that the official purports to exercise state authority in specific posts. The nature of the social-media technology matters to this analysis. For example, because Facebook's blocking tool operates on a page-wide basis, a court would have to consider whether Freed had engaged in state action with respect to any post on which Lindke wished to comment. Pp. 12–15.

37 F. 4th 1199, vacated and remanded.

BARRETT, J., delivered the opinion for a unanimous Court.

NOTICE: This opinion is subject to formal revision before publication in the United States Reports. Readers are requested to notify the Reporter of Decisions, Supreme Court of the United States, Washington, D. C. 20543, pio@supremecourt.gov, of any typographical or other formal errors.

SUPREME COURT OF THE UNITED STATES

No. 22–611

KEVIN LINDKE, PETITIONER *v.* JAMES R. FREED

ON WRIT OF CERTIORARI TO THE UNITED STATES COURT OF APPEALS FOR THE SIXTH CIRCUIT

[March 15, 2024]

JUSTICE BARRETT delivered the opinion of the Court.

Like millions of Americans, James Freed maintained a Facebook account on which he posted about a wide range of topics, including his family and his job. Like most of those Americans, Freed occasionally received unwelcome comments on his posts. In response, Freed took a step familiar to Facebook users: He deleted the comments and blocked those who made them.

For most people with a Facebook account, that would have been the end of it. But Kevin Lindke, one of the unwelcome commenters, sued Freed for violating his right to free speech. Because the First Amendment binds only the government, this claim is a nonstarter if Freed posted as a private citizen. Freed, however, is not only a private citizen but also the city manager of Port Huron, Michigan—and while Freed insists that his Facebook account was strictly personal, Lindke argues that Freed acted in his official capacity when he silenced Lindke's speech.

When a government official posts about job-related topics on social media, it can be difficult to tell whether the speech is official or private. We hold that such speech is attributable to the State only if the official (1) possessed actual authority to speak on the State's behalf, and (2) purported to

exercise that authority when he spoke on social media.

I

A

Sometime before 2008, while he was a college student, James Freed created a private Facebook profile that he shared only with "friends." In Facebook lingo, "friends" are not necessarily confidants or even real-life acquaintances. Users become "friends" when one accepts a "friend request" from another; after that, the two can generally see and comment on one another's posts and photos. When Freed, an avid Facebook user, began nearing the platform's 5,000-friend limit, he converted his profile to a public "page." This meant that *anyone* could see and comment on his posts. Freed chose "public figure" for his page's category, "James Freed" for its title, and "JamesRFreed1" as his username. Facebook did not require Freed to satisfy any special criteria either to convert his Facebook profile to a public page or to describe himself as a public figure.

In 2014, Freed was appointed city manager of Port Huron, Michigan, and he updated his Facebook page to reflect the new job. For his profile picture, Freed chose a photo of himself in a suit with a city lapel pin. In the "About" section, Freed added his title, a link to the city's website, and the city's general email address. He described himself as "Daddy to Lucy, Husband to Jessie and City Manager, Chief Administrative Officer for the citizens of Port Huron, MI."

As before his appointment, Freed operated his Facebook page himself. And, as before his appointment, Freed posted prolifically (and primarily) about his personal life. He uploaded hundreds of photos of his daughter. He shared about outings like the Daddy Daughter Dance, dinner with his wife, and a family nature walk. He posted Bible verses, updates on home-improvement projects, and pictures of his dog, Winston.

Freed also posted information related to his job. He described mundane activities, like visiting local high schools, as well as splashier ones, like starting reconstruction of the city's boat launch. He shared news about the city's efforts to streamline leaf pickup and stabilize water intake from a local river. He highlighted communications from other city officials, like a press release from the fire chief and an annual financial report from the finance department. On occasion, Freed solicited feedback from the public—for instance, he once posted a link to a city survey about housing and encouraged his audience to complete it.

Freed's readers frequently commented on his posts, sometimes with reactions (for example, "Good job it takes skills" on a picture of his sleeping daughter) and sometimes with questions (for example, "Can you allow city residents to have chickens?"). Freed often replied to the comments, including by answering inquiries from city residents. (City residents can have chickens and should "call the Planning Dept for details.") He occasionally deleted comments that he thought were "derogatory" or "stupid."

After the COVID–19 pandemic began, Freed posted about that. Some posts were personal, like pictures of his family spending time at home and outdoors to "[s]tay safe" and "[s]ave lives." Some contained general information, like case counts and weekly hospitalization numbers. Others related to Freed's job, like a description of the city's hiring freeze and a screenshot of a press release about a relief package that he helped prepare.

Enter Kevin Lindke. Unhappy with the city's approach to the pandemic, Lindke visited Freed's page and said so. For example, in response to one of Freed's posts, Lindke commented that the city's pandemic response was "abysmal" and that "the city deserves better." When Freed posted a photo of himself and the mayor picking up takeout from a local restaurant, Lindke complained that while "residents [we]re suffering," the city's leaders were eating at an

expensive restaurant "instead of out talking to the community." Initially, Freed deleted Lindke's comments; ultimately, he blocked him. Once blocked, Lindke could see Freed's posts but could no longer comment on them.

B

Lindke sued Freed under 42 U. S. C. §1983, alleging that Freed had violated his First Amendment rights. As Lindke saw it, he had the right to comment on Freed's Facebook page, which he characterized as a public forum. Freed, Lindke claimed, had engaged in impermissible viewpoint discrimination by deleting unfavorable comments and blocking the people who made them.

The District Court granted summary judgment to Freed. Because only state action can give rise to liability under §1983, Lindke's claim depended on whether Freed acted in a "private" or "public" capacity. 563 F. Supp. 3d 704, 714 (ED Mich. 2021). The "prevailing personal quality of Freed's post[s]," the absence of "government involvement" with his account, and the lack of posts conducting official business led the court to conclude that Freed managed his Facebook page in his private capacity, so Lindke's claim failed. *Ibid.*

The Sixth Circuit affirmed. It noted that "the caselaw is murky as to when a state official acts personally and when he acts officially" for purposes of §1983. 37 F. 4th 1199, 1202 (2022). To sort the personal from the official, that court "asks whether the official is 'performing an actual or apparent duty of his office,' or if he could not have behaved as he did 'without the authority of his office.'" *Id.*, at 1203 (quoting *Waters* v. *Morristown*, 242 F. 3d 353, 359 (CA6 2001)). Applying this precedent to the social-media context, the Sixth Circuit held that an official's activity is state action if the "text of state law requires an officeholder to maintain a social-media account," the official "use[s] . . . state resources" or "government staff" to run the account, or the

"accoun[t] belong[s] to an office, rather than an individual officeholder." 37 F. 4th, at 1203–1204. These situations, the Sixth Circuit explained, make an official's social-media activity "'fairly attributable'" to the State. *Id.*, at 1204 (quoting *Lugar* v. *Edmondson Oil Co.*, 457 U. S. 922, 937 (1982)). And it concluded that Freed's activity was not.

The Sixth Circuit's approach to state action in the social-media context differs from that of the Second and Ninth Circuits, which focus less on the connection between the official's authority and the account and more on whether the account's appearance and content look official. See, *e.g.*, *Garnier* v. *O'Connor-Ratcliff*, 41 F. 4th 1158, 1170–1171 (CA9 2022); *Knight First Amdt. Inst. at Columbia Univ.* v. *Trump*, 928 F. 3d 226, 236 (CA2 2019), vacated as moot *sub nom. Biden* v. *Knight First Amdt. Inst. at Columbia Univ.*, 593 U. S. ___ (2021). We granted certiorari. 598 U. S. ___ (2023).

II

Section 1983 provides a cause of action against "[e]very person who, *under color of any statute, ordinance, regulation, custom, or usage, of any State*" deprives someone of a federal constitutional or statutory right. (Emphasis added.) As its text makes clear, this provision protects against acts attributable to a State, not those of a private person. This limit tracks that of the Fourteenth Amendment, which obligates *States* to honor the constitutional rights that §1983 protects. §1 ("No *State* shall . . . nor shall any *State* deprive . . . " (emphasis added)); see also *Lugar*, 457 U. S., at 929 ("[T]he statutory requirement of action 'under color of state law' and the 'state action' requirement of the Fourteenth Amendment are identical"). The need for governmental action is also explicit in the Free Speech Clause, the guarantee that Lindke invokes in this case. Amdt. 1 ("*Congress* shall make no law . . . abridging the freedom of speech . . . " (emphasis added)); see also *Manhattan Community Access*

Corp. v. *Halleck*, 587 U. S. 802, 808 (2019) ("[T]he Free Speech Clause prohibits only *governmental* abridgment of speech," not "*private* abridgment of speech"). In short, the state-action requirement is both well established and reinforced by multiple sources.[1]

In the run-of-the-mill case, state action is easy to spot. Courts do not ordinarily pause to consider whether §1983 applies to the actions of police officers, public schools, or prison officials. See, *e.g.*, *Graham* v. *Connor*, 490 U. S. 386, 388 (1989) (police officers); *Tinker* v. *Des Moines Independent Community School Dist.*, 393 U. S. 503, 504–505 (1969) (public schools); *Estelle* v. *Gamble*, 429 U. S. 97, 98 (1976) (prison officials). And, absent some very unusual facts, no one would credit a child's assertion of free speech rights against a parent, or a plaintiff's complaint that a nosy neighbor unlawfully searched his garage.

Sometimes, however, the line between private conduct and state action is difficult to draw. *Griffin* v. *Maryland* is a good example. 378 U. S. 130 (1964). There, we held that a security guard at a privately owned amusement park engaged in state action when he enforced the park's policy of segregation against black protesters. *Id.*, at 132–135. Though employed by the park, the guard had been "deputized as a sheriff of Montgomery County" and possessed "'the same power and authority'" as any other deputy sheriff. *Id.*, at 132, and n. 1. The State had therefore allowed its power to be exercised by someone in the private sector. And the source of the power, not the identity of the employer, controlled.

By and large, our state-action precedents have grappled

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[1] Because local governments are subdivisions of the State, actions taken under color of a local government's law, custom, or usage count as "state" action for purposes of §1983. See *Monell* v. *New York City Dept. of Social Servs.*, 436 U. S. 658, 690–691 (1978). And when a state or municipal employee violates a federal right while acting "under color of law," he can be sued in an individual capacity, as Freed was here.

with variations of the question posed in *Griffin*: whether a nominally private person has engaged in state action for purposes of §1983. See, *e.g.*, *Marsh* v. *Alabama*, 326 U. S. 501, 502–503 (1946) (company town); *Adickes* v. *S. H. Kress & Co.*, 398 U. S. 144, 146–147 (1970) (restaurant); *Flagg Bros., Inc.* v. *Brooks*, 436 U. S. 149, 151–152 (1978) (warehouse company). Today's case, by contrast, requires us to analyze whether a *state official* engaged in state action or functioned as a private citizen. This Court has had little occasion to consider how the state-action requirement applies in this circumstance.

The question is difficult, especially in a case involving a state or local official who routinely interacts with the public. Such officials may look like they are always on the clock, making it tempting to characterize every encounter as part of the job. But the state-action doctrine avoids such broad-brush assumptions—for good reason. While public officials can act on behalf of the State, they are also private citizens with their own constitutional rights. By excluding from liability "acts of officers in the ambit of their personal pursuits," *Screws* v. *United States*, 325 U. S. 91, 111 (1945) (plurality opinion), the state-action requirement "protects a robust sphere of individual liberty" for those who serve as public officials or employees, *Halleck*, 587 U. S., at 808.

The dispute between Lindke and Freed illustrates this dynamic. Freed did not relinquish his First Amendment rights when he became city manager. On the contrary, "the First Amendment protects a public employee's right, in certain circumstances, to speak as a citizen addressing matters of public concern." *Garcetti* v. *Ceballos*, 547 U. S. 410, 417 (2006). This right includes the ability to speak about "information related to or learned through public employment," so long as the speech is not "itself ordinarily within the scope of [the] employee's duties." *Lane* v. *Franks*, 573 U. S. 228, 236, 240 (2014). Where the right exists, "editorial control over speech and speakers on [the public employee's]

properties or platforms" is part and parcel of it. *Halleck*, 587 U. S., at 816. Thus, if Freed acted in his private capacity when he blocked Lindke and deleted his comments, he did not violate Lindke's First Amendment rights—instead, he exercised his own.

So Lindke cannot hang his hat on Freed's status as a state employee. The distinction between private conduct and state action turns on substance, not labels: Private parties can act with the authority of the State, and state officials have private lives and their own constitutional rights. Categorizing conduct, therefore, can require a close look.

III

A close look is definitely necessary in the context of a public official using social media. There are approximately 20 million state and local government employees across the Nation, with an extraordinarily wide range of job descriptions—from Governors, mayors, and police chiefs to teachers, healthcare professionals, and transportation workers. Many use social media for personal communication, official communication, or both—and the line between the two is often blurred. Moreover, social media involves a variety of different and rapidly changing platforms, each with distinct features for speaking, viewing, and removing speech. The Court has frequently emphasized that the state-action doctrine demands a fact-intensive inquiry. See, *e.g.*, *Reitman* v. *Mulkey*, 387 U. S. 369, 378 (1967); *Gilmore* v. *Montgomery*, 417 U. S. 556, 574 (1974). We repeat that caution here.

That said, our precedent articulates principles that govern cases analogous to this one. For the reasons we explain below, a public official's social-media activity constitutes state action under §1983 only if the official (1) possessed actual authority to speak on the State's behalf, and (2) purported to exercise that authority when he spoke on social media. The appearance and function of the social-media activity are relevant at the second step, but they cannot make

up for a lack of state authority at the first.

A

The first prong of this test is grounded in the bedrock requirement that "the conduct allegedly causing the deprivation of a federal right be *fairly attributable to the State*." *Lugar*, 457 U. S., at 937 (emphasis added). An act is not attributable to a State unless it is traceable to the State's power or authority. Private action—no matter how "official" it looks—lacks the necessary lineage.

This rule runs through our cases. *Griffin* stresses that the security guard was "possessed of state authority" and "purport[ed] to act under that authority." 378 U. S., at 135. *West* v. *Atkins* states that the "traditional definition" of state action "requires that the defendant . . . have exercised power 'possessed by virtue of state law and made possible only because the wrongdoer is clothed with the authority of state law.'" 487 U. S. 42, 49 (1988) (quoting *United States* v. *Classic*, 313 U. S. 299, 326 (1941)). *Lugar* emphasizes that state action exists only when "the claimed deprivation has resulted from the exercise of a right or privilege having its source in state authority." 457 U. S., at 939; see also, *e.g.*, *Edmonson* v. *Leesville Concrete Co.*, 500 U. S. 614, 620 (1991) (describing state action as the "exercise of a right or privilege having its source in state authority"); *Screws*, 325 U. S., at 111 (plurality opinion) (police-officer defendants "were authorized to make an arrest and to take such steps as were necessary to make the arrest effective"). By contrast, when the challenged conduct "entail[s] functions and obligations in no way dependent on state authority," state action does not exist. *Polk County* v. *Dodson*, 454 U. S. 312, 318–319 (1981) (no state action because criminal defense "is essentially a private function . . . for which state office and authority are not needed"); see also *Jackson* v. *Metropolitan Edison Co.*, 419 U. S. 345, 358–359 (1974).

Lindke's focus on appearance skips over this crucial step.

He insists that Freed's social-media activity constitutes state action because Freed's Facebook page looks and functions like an outlet for city updates and citizen concerns. But Freed's conduct is not attributable to the State unless he was "possessed of state authority" to post city updates and register citizen concerns. *Griffin*, 378 U. S., at 135. If the State did not entrust Freed with these responsibilities, it cannot "fairly be blamed" for the way he discharged them. *Lugar*, 457 U. S., at 936. Lindke imagines that Freed can conjure the power of the State through his own efforts. Yet the presence of state authority must be real, not a mirage.

Importantly, Lindke must show more than that Freed had *some* authority to communicate with residents on behalf of Port Huron. The alleged censorship must be connected to speech on a matter within Freed's bailiwick. For example, imagine that Freed posted a list of local restaurants with health-code violations and deleted snarky comments made by other users. If public health is not within the portfolio of the city manager, then neither the post nor the deletions would be traceable to Freed's state authority—because he had none. For state action to exist, the State must be "responsible for the specific conduct of which the plaintiff complains." *Blum* v. *Yaretsky*, 457 U. S. 991, 1004 (1982) (emphasis deleted). There must be a tie between the official's authority and "the gravamen of the plaintiff's complaint." *Id.*, at 1003.

To be clear, the "[*m*]*isuse* of power, possessed by virtue of state law," constitutes state action. *Classic*, 313 U. S., at 326 (emphasis added); see also, *e.g.*, *Screws*, 325 U. S., at 110 (plurality opinion) (state action where "the power which [state officers] were authorized to exercise was misused"). While the state-action doctrine requires that the State have granted an official the type of authority that he used to violate rights—*e.g.*, the power to arrest—it encompasses cases where his "particular action"—*e.g.*, an arrest made with excessive force—violated state or federal law. *Griffin*,

378 U. S., at 135; see also *Home Telephone & Telegraph Co.* v. *Los Angeles*, 227 U. S. 278, 287–288 (1913) (the Fourteenth Amendment encompasses "abuse by a state officer . . . of the powers possessed"). Every §1983 suit alleges a misuse of power, because no state actor has the authority to deprive someone of a federal right. To misuse power, however, one must possess it in the first place.

Where does the power come from? Section 1983 lists the potential sources: "statute, ordinance, regulation, custom, or usage." Statutes, ordinances, and regulations refer to written law through which a State can authorize an official to speak on its behalf. "Custom" and "usage" encompass "persistent practices of state officials" that are "so permanent and well settled" that they carry "the force of law." *Adickes*, 398 U. S., at 167–168. So a city manager like Freed would be authorized to speak for the city if written law like an ordinance empowered him to make official announcements. He would also have that authority even in the absence of written law if, for instance, prior city managers have purported to speak on its behalf and have been recognized to have that authority for so long that the manager's power to do so has become "permanent and well settled." *Id.*, at 168. And if an official has authority to speak for the State, he may have the authority to do so on social media even if the law does not make that explicit.

Determining the scope of an official's power requires careful attention to the relevant statute, ordinance, regulation, custom, or usage. In some cases, a grant of authority over particular subject matter may reasonably encompass authority to speak about it officially. For example, state law might grant a high-ranking official like the director of the state department of transportation broad responsibility for the state highway system that, in context, includes authority to make official announcements on that subject. At the same time, courts must not rely on "'excessively broad job descriptions'" to conclude that a government employee is

authorized to speak for the State. *Kennedy* v. *Bremerton School Dist.*, 597 U. S. 507, 529 (2022) (quoting *Garcetti*, 547 U. S., at 424). The inquiry is not whether making official announcements *could* fit within the job description; it is whether making official announcements is *actually* part of the job that the State entrusted the official to do.

In sum, a defendant like Freed must have actual authority rooted in written law or longstanding custom to speak for the State. That authority must extend to speech of the sort that caused the alleged rights deprivation. If the plaintiff cannot make this threshold showing of authority, he cannot establish state action.

B

For social-media activity to constitute state action, an official must not only have state authority—he must also purport to use it. *Griffin*, 378 U. S., at 135. State officials have a choice about the capacity in which they choose to speak. "[G]enerally, a public employee" purports to speak on behalf of the State while speaking "in his official capacity or" when he uses his speech to fulfill "his responsibilities pursuant to state law." *West*, 487 U. S., at 50. If the public employee does not use his speech in furtherance of his official responsibilities, he is speaking in his own voice.

Consider a hypothetical from the offline world. A school board president announces at a school board meeting that the board has lifted pandemic-era restrictions on public schools. The next evening, at a backyard barbecue with friends whose children attend public schools, he shares that the board has lifted the pandemic-era restrictions. The former is state action taken in his official capacity as school board president; the latter is private action taken in his personal capacity as a friend and neighbor. While the substance of the announcement is the same, the context—an official meeting versus a private event—differs. He invoked his official authority only when he acted as school board

president.

The context of Freed's speech is hazier than that of the hypothetical school board president. Had Freed's account carried a label (*e.g.*, "this is the personal page of James R. Freed") or a disclaimer (*e.g.*, "the views expressed are strictly my own"), he would be entitled to a heavy (though not irrebuttable) presumption that all of the posts on his page were personal. Markers like these give speech the benefit of clear context: Just as we can safely presume that speech at a backyard barbeque is personal, we can safely presume that speech on a "personal" page is personal (absent significant evidence indicating that a post is official).[2] Conversely, context can make clear that a social-media account purports to speak for the government—for instance, when an account belongs to a political subdivision (*e.g.*, a "City of Port Huron" Facebook page) or is passed down to whomever occupies a particular office (*e.g.*, an "@PHuronCityMgr" Instagram account). Freed's page, however, was not designated either "personal" or "official," raising the prospect that it was "mixed use"—a place where he made some posts in his personal capacity and others in his capacity as city manager.

Categorizing posts that appear on an ambiguous page like Freed's is a fact-specific undertaking in which the post's content and function are the most important considerations. In some circumstances, the post's content and

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[2] An official cannot insulate government business from scrutiny by conducting it on a personal page. The Solicitor General offers the particularly clear example of an official who designates space on his nominally personal page as the official channel for receiving comments on a proposed regulation. Because the power to conduct notice-and-comment rulemaking belongs exclusively to the State, its exercise is necessarily governmental. Similarly, a mayor would engage in state action if he hosted a city council meeting online by streaming it only on his personal Facebook page. By contrast, a post that is compatible with either a "personal capacity" or "official capacity" designation is "personal" if it appears on a personal page.

function might make the plaintiff's argument a slam dunk. Take a mayor who makes the following announcement exclusively on his Facebook page: "Pursuant to Municipal Ordinance 22.1, I am temporarily suspending enforcement of alternate-side parking rules." The post's express invocation of state authority, its immediate legal effect, and the fact that the order is not available elsewhere make clear that the mayor is purporting to discharge an official duty. If, by contrast, the mayor merely repeats or shares otherwise available information—for example, by linking to the parking announcement on the city's webpage—it is far less likely that he is purporting to exercise the power of his office. Instead, it is much more likely that he is engaging in private speech "relate[d] to his public employment" or "concern[ing] information learned during that employment." *Lane*, 573 U. S., at 238.

Hard-to-classify cases require awareness that an official does not necessarily purport to exercise his authority simply by posting about a matter within it. He might post job-related information for any number of personal reasons, from a desire to raise public awareness to promoting his prospects for reelection. Moreover, many public officials possess a broad portfolio of governmental authority that includes routine interaction with the public, and it may not be easy to discern a boundary between their public and private lives. Yet these officials too have the right to speak about public affairs in their personal capacities. See, *e.g.*, *id.*, at 235–236. Lest any official lose that right, it is crucial for the plaintiff to show that the official is purporting to exercise state authority in specific posts. And when there is doubt, additional factors might cast light—for example, an official who uses government staff to make a post will be hard pressed to deny that he was conducting government business.

One last point: The nature of the technology matters to the state-action analysis. Freed performed two actions to

which Lindke objected: He deleted Lindke's comments and blocked him from commenting again. So far as deletion goes, the only relevant posts are those from which Lindke's comments were removed. Blocking, however, is a different story. Because blocking operated on a page-wide basis, a court would have to consider whether Freed had engaged in state action with respect to any post on which Lindke wished to comment. The bluntness of Facebook's blocking tool highlights the cost of a "mixed use" social-media account: If page-wide blocking is the only option, a public official might be unable to prevent someone from commenting on his personal posts without risking liability for also preventing comments on his official posts.[3] A public official who fails to keep personal posts in a clearly designated personal account therefore exposes himself to greater potential liability.

* * *

The state-action doctrine requires Lindke to show that Freed (1) had actual authority to speak on behalf of the State on a particular matter, and (2) purported to exercise that authority in the relevant posts. To the extent that this test differs from the one applied by the Sixth Circuit, we vacate its judgment and remand the case for further proceedings consistent with this opinion.

It is so ordered.

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[3] On some platforms, a blocked user might be unable even to *see* the blocker's posts. See, *e.g.*, *Garnier* v. *O'Connor-Ratcliff*, 41 F. 4th, 1158, 1164 (CA9 2022) (noting that "on Twitter, once a user has been 'blocked,' the individual can neither interact with nor view the blocker's Twitter feed"); *Knight First Amdt. Inst. at Columbia Univ.* v. *Trump*, 928 F. 3d 226, 231 (CA2 2019) (noting that a blocked user is unable to see, reply to, retweet, or like the blocker's tweets).