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, November 12, 2024
6:30 PM
Oakley City Council Chambers located at 3231 Main Street, Oakley, California 94561. Unless stated otherwise on the agenda, every item on the agenda is exempt from CEQA Guidelines Sections 15060(c), 15061(b)(3), 15273, 15378, 15301, 15323 and/or Public Resources Code Section 21065.

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

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

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 require special accommodation, please call the City Clerk's office at (925) 625-7000 before the meeting or contact City staff at the meeting.

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

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

   1.3 Delta Update (Roger Mammon)

   1.4 Ironhouse Sanitary District Update (Jean-Marc Petit, General Manager)

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

3. COUNCILMEMBER COMMENTS

4. CONSENT CALENDAR
   Consent Calendar items are typically non-controversial in nature and are considered for approval by the Oakley City Council/ Oakley City Council Acting as the Successor Agency to the Oakley Redevelopment Agency/Oakley Public Financing Authority with one single action. Members of the audience, Staff or the Oakley City Council/ Oakley City Council Acting as the Successor Agency to the Oakley Redevelopment Agency/Oakley Public Financing Authority who would like an item removed from the Consent Calendar for purposes of public input may request the Mayor remove the item. The public may request to remove an item(s) to provide input by completing a public speaker card and submitting it to the City Clerk prior to the item(s) being called by the Mayor.

   4.1 Approve Minutes from the Regular Joint City Council/City Council Acting as

the Successor Agency to the Redevelopment Agency/Public Financing Authority Meeting held October 8, 2024 (Libby Vreonis, City Clerk)
Minutes 10-08-24

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

4.3 City of Oakley Quarterly Investment Report (1st Quarter FY 2024/25) (Jeri Tejeda, Administrative Services Director)
Staff Report
1. City of Oakley Investment Report for the quarter ended September 30, 2024
2. FY 2025 City Investment Worksheet

4.4 City of Oakley as Successor Agency to the Oakley Redevelopment Agency Quarterly Investment Report (1st Quarter FY 2024/25) (Jeri Tejeda, Administrative Services Director)
Staff Report
1. City of Oakley as Successor Agency to the Redevelopment Agency Investment Report for the quarter ended September 30, 2024

4.5 Adopt a Resolution Approving Annexation No. 41 (Oakley Shops at Laurel Fields) 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)
Staff Report
1. Annex 41 Unanimous Approval
2. Resolution
3. CFD 2015-2 Amended Boundary Map
4. Amendment to Notice of Special Tax Lien

4.6 Ratify Election: Adopt Ordinance No. 14-24 Authorizing the Levy of a Special Tax on Parcels of Land within Tax Area Zone 193 within the Oakley Special Police Tax Area for Police Protection Services for the Oakley Shops at Laurel Fields project located at 998 Laurel Road (Parcels 1 and 2 of Minor Subdivision Map 24-976) (Kevin Rohani, P.E., Public Works Director/City Engineer)
Staff Report
1. Two (2) Signed Ballots
2. Ordinance No. 14-24
Exhibit A - Boundary Map for Police Tax Area Zone 193
Exhibit B - Tax Rate Schedule for Fiscal Year 2024-25

4.7 Consideration of a Resolution Allocating American Rescue Plan Act (ARPA) funding to meet the definition of obligated as of December 31, 2024 as required by ARPA (Jeri Tejeda, Administrative Services Director)
Staff Report
1. Resolution
2. ARPA Detail Worksheet

4.8 Adopt a Resolution for the Award of Construction Contract to Specified Play

Equipment Company for the Construction of a new Playground and Surfacing at Vintage Parkway Elementary School (Kevin Rohani, P.E., Public Works Director/City Engineer)
Staff Report
1. Resolution
2. Proposal

4.9 Adopt a Resolution Approving the Proposal from Sanbell, and Authorizing the City Manager to Execute Amendment Number 1 to the Consulting Services Agreement with Sanbell for Design Services related to the East Cypress Road Widening at CCWD Canal Crossing Project at Jersey Island Road – Capital Improvement Project 310 (Kevin Rohani, P.E., Public Works Director/City Engineer)
Staff Report
1. Resolution
2. Sanbell Proposal

4.10 Adopt a Resolution Approving a Subdivision Improvement Agreement with Civic Summer Lake North, LLC for Dal Porto Ranch Park which consists of Lake and Sports Park Improvements within the Summer Lake North Subdivision (Parcel C & Parcel D of Subdivision 9307) (Kevin Rohani, P.E., Public Works Director/City Engineer)
Staff Report
1. Vicinity Map
2. Resolution
3. Subdivision Improvement Agreement

4.11 Adopting a Resolution Accepting the Subdivision Improvements Associated with Subdivision 9284 The Ranchettes at Neroly Located at the Southeast Corner of Oakley Road and Neroly Road (Kevin Rohani, P.E., Public Works Director/City Engineer)

Staff Report
1. Vicinity Map
2. Resolution

4.12 Adopt a Resolution Amending the City's Proclamation Policy to Add Small Business Saturday to the Approved Proclamation List (Kim Snodgrass, Deputy City Clerk)

Staff Report
1. Proposed Resolution
2. Sample Proclamation

4.13 Adopt a Resolution Approving the Agreement with O'Hara Properties, LLC (APN 035-510-009) for "Stormwater Management Facility Operations and Maintenance Agreement and Right of Entry" for DR 08-20 Quick Quack Car Wash Project Located at 1054 Laurel Plaza and Authorizing the City Manager to Execute the Agreement (Kevin Rohani, P.E., Public Works Director/City

Engineer)
Staff Report
1. Resolution
2. Stormwater O&M Agreement

4.14 Adopt a Resolution Approving the Agreement with O'Hara Properties, LLC for "Agreement of Property Owner for Provision of Landscaping in the Public Right of Way" for DR 08-20 Quick Quack Car Wash Located at 1054 Laurel Road and Authorizing the City Manager to Execute the Agreement (Kevin Rohani, P.E., Public Works Director/City Engineer)
Staff Report
1. Resolution
2. Landscape Maintenance Agreement

4.15 Adopt a Resolution of the City Council of Oakley Accepting a Grant Deed Conveying to the City of Oakley Certain Real Property Interests (portions of 041-021-022, located on Neroly Road) (Derek Cole, City Attorney)
Staff Report
1. Proposed Resolution Accepting Real Property
2. Draft Grant Deed

4.16 Adopt a Resolution Authorizing the City Manager to Execute a Professional Services Contract with Keep IT Simple for the Renewal of Licensing for Microsoft Windows Server Operating Systems through the California Multiple Award Schedule (CMAS) Contracting Process (Rob Barker, IT Manager)
Staff Report
1. Proposed Resolution

4.17 Adopt a Resolution Authorizing the City Manager to Execute a Professional Services Contract with Keep IT Simple for the Purchase and Installation of Data Backup Equipment, Cloud Replication and Software through the California Multiple Award Schedule (CMAS) Contracting Process (Rob Barker, IT Manager)
Staff Report
1. Proposed Resolution

4.18 Adopt a Resolution Authorizing Advertisement of Two Planning Commission Seats for Two-Year Terms Expiring February 27, 2025, and Directing Staff to Bring Back a Resolution at the First Meeting in November 2026 for Consideration to Change the Two Current 2-year term seats to 4-year terms in February 2027 to allow for 3 seats to expire in 2029 and 2 seats to expire in 2031 (Libby Vreonis, City Clerk)
Staff Report
1. Proposed Resolution

5. PRESENTATIONS

5.1 Presentation of Proclamations 1. Law Enforcement Records and Support Personnel Appreciation Day (Paul Beard, Police Chief) 2. GIS Day (Brianne

Visaya, Assistant Engineer) 3. Small Business Saturday (Oakley Chamber of Commerce and Local Businesses)
1. Law Enforcement Records and Support Personnel Appreciation Day
2. GIS Day
3. Small Business Saturday

6. PUBLIC HEARINGS

7. REGULAR CALENDAR

8. REPORTS

8.1 CITY MANAGER
(a) City Manager

(b) Business License Update

(c) Update from the Oaks Apartments

(d) Police Department New Badge Presentation
(b) October New Business Licenses
(c) The Oaks Update

8.2 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

9. WORK SESSIONS

10. CLOSED SESSION

10.1 CONFERENCE WITH LEGAL COUNSEL-EXISTING LITIGATION (Pursuant to Government Code section 54956.9(a)
Summer Lake Owners Association v. City of Oakley et al., Contra Costa Superior Court Case No. C24-01760

11. ADJOURN

Minutes of the Regular Joint Meeting of the Oakley City Council/Oakley City Council Acting as the Successor Agency to the Oakley Redevelopment Agency/Oakley Public Financing Authority held October 8, 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, California 94561. Vice Mayor Shannon Shaw and Councilmembers Dr. George Fuller, Hugh Henderson and Aaron Meadows were also present.

1.2 Pledge of Allegiance to the Flag (Alyssa F., Raine C., and Jillian D., Oakley 4-H Club)

The 4-H Club led the Pledge of Allegiance to the Flag.

1.3 Oakley Library and Community Center Fundraising, Contra Costa County Supervisor Diane Burgis, and Friends of the Oakley Library President, Lorena Campos, and Treasurer, Liz Fuller.

Friends of the Oakley Library President Lorena Campos and Treasurer Liz Fuller along with County Supervisor Diane Burgis spoke regarding fundraising efforts for the Oakley Library and Community Center.

2) PUBLIC COMMENTS

None.

3) COUNCILMEMBER COMMENTS

Dr. Fuller provided a comment.

4) CONSENT CALENDAR

4.1 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 September 24, 2024 (Libby Vreonis, City Clerk)

4.2 Adopt a Resolution of the City Council of the City of Oakley Approving the Fifth Amendment to the Joint Exercise of Powers Agreement ("JEPA") for the East Contra Costa Regional Fee and Financing Authority ("ECCRFA") and Authorizing the City Manager or Designee to Sign it; and Approving and Adopting the ECCRFA Program Update Report (Kevin Rohani, P.E., Public Works Director/City Engineer)

4.3 Adopt a Resolution Authorizing the City Manager to Execute an Agreement with Canon Solutions for the Lease and Maintenance of Five New Multifunction Printers (Rob Barker, IT Manager)

4.4 Adopt a Resolution Amending the City's Proclamation Policy to Add the following Proclamations to the Approved Proclamation List (Kim Snodgrass, Deputy City Clerk)
1. Recognition of the Delta Association of REALTORS®
2. Code Enforcement Officer Appreciation Week
3. Internal Department Recognitions

4.5 Adopt a Resolution Accepting a Grant Deed Conveying to the City of Oakley Certain Real Property Interests (Portions of 041-021-025-6, located on Neroly Road) (Derek Cole, City Attorney)

Dr. Fuller requested to pull item 4.2.

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

Item 4.2

Dr. Fuller mentioned he intended to pull item 4.1 rather than item 4.2.

It was moved by Dr. Fuller and seconded by Councilmember Meadows to approve item 4.2. Motion was unanimous and so ordered. (5-0)

5) PRESENTATIONS

5.1 Presentation by Oakley 4-H Club (Club Leader, Heather Dutra)

Heather Dutra, 4-H Community Club Leader and Project Leader, shared this is national 4-H week and provided information regarding 4-H.

Dr. Fuller inquired where 4-H has facilities to raise animals. Ms. Dutra responded.

5.2 Presentation of Proclamations

1) Community Planning Month (Ken Strelo, Community Development Director)

Mayor Williams presented a proclamation to Community Development Director Ken Strelo, Associate Planner Evan Gorman, and Senior Planner Jose Cortez. Mr. Strelo thanked the Council and provided information regarding what Planners do.

2) Code Enforcement Officer Appreciation Week (Conrad Fromme, Chief Building Official)

Mayor Williams presented a proclamation to Chief Building Official Conrad Fromme, Code Enforcement Officer Jody Williams, Code Enforcement Technician Lauren Kober, and Code Enforcement Technician Ashley Shaffer. Mr. Fromme thanked the Council and Code Enforcement staff.

6) PUBLIC HEARINGS

None.

7) REGULAR CALENDAR

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

City Manager Joshua McMurray provided an overview of the Strategic Plan 27+ update.

Mayor Williams inquired if it is available on the City's website which Mr. McMurray confirmed it is, as well as the dashboard.

No public comments were submitted.

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

8) REPORTS

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

City Manager Joshua McMurray announced Oaktoberfest will be held October 26, 2024, 12pm-4pm, at Civic Center Plaza. He mentioned the business license report for September has been included in the agenda packet.

8.2 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

Reports were provided by Vice Mayor Shaw, Dr. Fuller, Councilmember Meadows, Councilmember Henderson and Mayor Williams.

Vice Mayor Shaw requested the meeting be closed in honor of Bette Boatmun, CCWD's longest serving Board member, who recently passed away.

(b) Requests for Future Agendas

Dr. Fuller requested a proclamation for National Apprenticeship Week, November 13-20.

City Manager Joshua McMurray mentioned Dr. Fuller can follow the process and complete the [proclamation request] form, and staff can bring it to the City Council for a vote at the November meeting, similar to the proclamations approved this evening; it does not require a future agenda request.

Dr. Fuller requested looking into expanding areas for animal husbandry.

Mr. McMurray suggested a work session to discuss zoning where animals are currently allowed and not allowed. Vice Mayor Shaw and Mayor Williams supported it.

9) WORK SESSIONS

None.

10) CLOSED SESSION

10.1 CONFERENCE WITH REAL PROPERTY NEGOTIATORS Pursuant to Government Code Section 54956.8
Property: Neroly Road, Oakley, CA, APN 041-022-002
Agency Negotiator: Joshua McMurray, City Manager
Negotiating Party: Diane E. Schatz
Under Negotiation: Price and term of payment

Mayor Williams announced the closed session item. She closed the meeting in honor of Bette Boatmun.

11) ADJOURN

There being no further business, the meeting was adjourned at 7:25 p.m.

Respectfully Submitted,

Libby Vreonis
City Clerk

MEMORANDUM

OAKLEY
CALIFORNIA

Date: October 9, 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 November 12, 2024

Background and Analysis

The City Council considered the following closed session item during its regular meeting held October 8, 2024:

CONFERENCE WITH REAL PROPERTY NEGOTIATORS

(Pursuant to Government Code Section 54956.8)

Property: Neroly Road, Oakley, CA APN 041-022-002

Agency Negotiator: Joshua McMurray, City Manager

Negotiating Party: Diane E. Schatz

Under Negotiation: Price and term of payment

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

Fiscal Impact

None.

Recommendation

Receive and file this report.

Attachments

None.

STAFF REPORT

OAKLEY
CALIFORNIA

DATE: November 12, 2024
TO: Joshua McMurray, City Manager
FROM: Jeri Tejeda, Administrative Service Director
SUBJECT: City of Oakley Quarterly Investment Report (1st Quarter FY 24/25)

Approved and Forwarded to the City Council

Background and Analysis

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

Consistency with the Oakley Strategic Plan 27+

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

Fiscal Impact

City resources are organized and accounted for on a fund basis with some of those funds being restricted for specified uses and others that are unrestricted. For investment purposes, however, the funds are invested as a pool. The Investment Report for the Period Ending September 30, 2024, attached shows a combined pool balance of $100,220,116.23. In the first quarter, the pool accrued interest earnings totaling $500,750.41, an increase from $498,344.99 at the close of the previous quarter. This interest reflects the favorable rates currently available on secure investments, including LAIF's short-term investments and diversified investments made through PFM, with terms extending up to five years.

Our investments continue to yield interest at the purchase cost rate, averaging 2.74% for the quarter ended September 30, 2024, as detailed in the PFM investment report.

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

Staff Recommendation

Staff recommends the City Council accept the investment report for the 1st Quarter of Fiscal Year 2024-2025.

Attachments

1. City of Oakley Investment Report for the quarter ended September 30, 2024
2. FY 2025 City Investment Worksheet

OAKLEY
CALIFORNIA

Quarterly Investment Report

For the Quarter Ended September 30, 2024

Type*	Name of Institution	Rate	Maturity****	Cost Amount	Market Value**
Investments in Wells Fargo Bank Account					
-	Commercial Checking Acct Public Funds	0.000%	09/30/204	$ 2,380,643.88	$ 2,380,643.88
Investments with Wells Fargo Investment Advisors:					
9	Institutional Money Market	0.236%	N/A	1,913,894.06	1,913,894.06
Investments with State of California:					
3	Local Agency Investment Fund (LAIF)-City	4.710%	N/A	9,967,480.45	9,988,024.26
Investments with CalTRUST					
11	Short-Term Investment Account-City	0.400%	N/A	301,861.59	301,861.59
Investments with CAMP					
13	Short-Term Investment Account-City	5.29.%	N/A	54,273,104.25	54,273,104.25
Total Investments Other than Bond Proceeds				**68,836,984.23**	**68,857,528.04**
Investments with Wells Fargo Trust (bond proceeds): * **					
	2021 Refunding Revenue Bonds				
9	***Government Money Market***				
	Wells Fargo Advantage Gov MM Svc	1.646%	N/A	149,927.57	149,927.57
	2014 Refunding Revenue Bonds				
9	***Government Money Market***				
	Wells Fargo Advantage Gov MM Svc	1.646%	N/A	384,168.71	384,168.71
Investments with USBank Trust (bond proceeds): * **					
	2016 Lease Revenue Bonds				
9	***Government Money Market***				
	USBank - First American Government Obligation	0.000%	N/A	29.56	29.56
Total Investments of Bond Proceeds				**534,125.84**	**534,125.84**
Managed Investments with PFM (Detail Attached)					
	CAMP POOL		See Detail	1,260,194.90	1,260,194.90
	Managed Investments		See Detail	29,588,811.26	29,810,859.36
Total Managed Investments				**30,849,006.16**	**31,071,054.26**
	Total All City Investments			**$ 100,220,116.23**	**$ 100,462,708.14**

Accrued Interest of Investments other than Bond Proceeds:	
Wells Fargo Investment Advisors	4,518.04
Local Agency Investment Fund	118,247.88
CalTRUST	1,207.37
PFM (Asset Management& CAMP)	376,777.12
Accrued Interest as of 9/30/24	$ 500,750.41

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

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

** **Market Valuation** for LAIF was obtained at https://www.treasurer.ca.gov/pmia-laif/mktvalue/2024/202409.pdf
Market value for all other investments was obtained from FT Interactive Data. As the City holds its investments to maturity, market value fluctuations are not significant.

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

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

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

Approved by Jeri Tejeda
Admoinsitrsative Service Director

11/4/24
Date

pfm asset management

City of Oakley

Investment Performance Review
For the Quarter Ended September 30, 2024

Client Management Team

Allison Kaune, Senior Analyst
Rachael Miller, Client Consultant

PFM Asset Management LLC

1 California Street Ste. 1000
San Francisco, CA 94111-5411
415-393-7270

213 Market Street
Harrisburg, PA 17101-2141
717-232-2723

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Market Summary

Summary

Economic performance in the third quarter of 2024 continued to support a soft-landing outlook for the U.S. economy, underpinned by historically low unemployment, resilient consumer spending, record household wealth and a supportive Federal Reserve (Fed). Inflation continued to make progress towards the Fed's 2% target, while the labor market cooled from it formerly overheated state. This prompted the Fed to acknowledge that the risks on both sides of its dual mandate – stable prices and full employment – were now "roughly in balance."

The Fed cut the overnight policy rate by 50 bps (0.50%) to a new target range of 4.75% to 5.00% at its September 18 meeting, marking the first rate cut in over four years. Furthermore, the Fed's updated "dot plot" implied an additional 50 bps of rate cuts through the balance of 2024 and 100 bps of cuts in 2025. The Fed expects to reach the longer run "neutral" policy rate of 2.875% by the end of 2026.

While the bond market priced in much of the Fed's forecasted rate trajectory into lower long-term bond yields, the equity and credit markets remained priced for a soft landing as positive sentiment and investor confidence continued to buoy risk asset valuations. Equity markets surged ahead in Q3. The S&P 500 Index returned 5.9% in the quarter, bringing YTD returns to 22.1%. In a reversal of the first half of the year, market strength broadened out as the Russell 2000 small cap index outperformed the S&P 500, returning 9.3% for the quarter. The NASDAQ also lagged, returning just 2.8% for the quarter. U.S. Treasury yields plunged in Q3, embracing the Fed's expected rate cutting cycle, which supported strong bond market performance.

Economic Snapshot

U.S. inflation readings continued to make progress toward the Fed's 2% target as both headline CPI (2.5%) and Core CPI (3.2%) ended the quarter at their lowest levels in over three years. Housing costs remain elevated, however, as shelter inflation at 5.2% year-over-year is roughly double the 2.6% average in the decade preceding the pandemic.

U.S. Real GDP growth ramped up in Q2, with the third and final estimate reporting growth of 3.0%, nearly double the rate of the previous quarter. The main contributors of the increase were a surge in private inventories and an acceleration in consumer spending that were partially offset by a downturn in residential housing and weaker net exports.

The U.S. labor market added an average of 186,000 jobs per month in Q3, which was a rebound from Q2's relatively weak reading of 147,000 per month. Additionally, the unemployment rate ended the quarter at 4.1%, flat for the quarter but up from 3.7% at the beginning of the year. While the pace of expected hirings has gradually slowed, layoff rates have remained near multi-year lows and weekly jobless claims are firmly below their long-term averages indicating the labor market remains healthy.

Interest Rates

The market spent most of the quarter preparing for the first rate cut in September, after the Fed noted in July that the risks to jobs and prices have come into better balance. The Fed delivered the much-anticipated interest rate cut at its September meeting and reduced the overnight rate by 50 bps, which was on the high side of expectations.

U.S. Treasury yields fell sharply throughout Q3, reflecting the imminent outset of the Fed's cutting cycle. The yield on the 2-, 5-, and 10-year U.S. Treasuries ended the quarter at 3.64%, 3.56%, and 3.78%, respectively. This represented decreases of 111 bps, 82 bps, and 62 bps, respectively.

After spending a record amount of time inverted, the yield curve steepened (as measured by the yield difference between the 2- and 10-year U.S. Treasury notes) and dis-inverted for the first time since July 2022.

As a result of lower yields, U.S. Treasury indices generated strong total returns for the quarter. The ICE BofA 2-Year and 5-Year U.S. Treasury indices returned 2.85% and 4.41% respectively, while the 10-Year U.S. Treasury index returned 5.73% for the quarter.

Sector Performance

Sustained investor appetite continued to pressure yield spreads toward near multi-year lows across most investment grade sectors throughout Q3, resulting in firmly positive excess returns on the corporate and mortgage-related sectors.

Federal agency and supranational spreads remained low and rangebound throughout Q3. These sectors produced muted excess returns relative to other investment grade fixed income sectors as issuance remained quite light and the incremental income from the sectors was near zero.

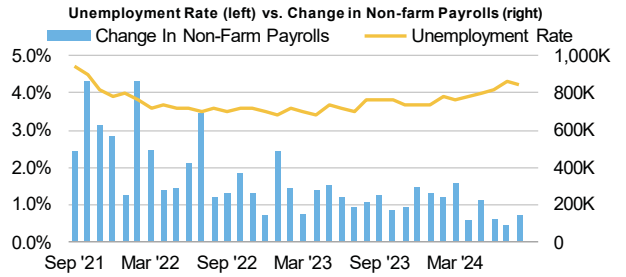
Investment-grade (IG) corporates posted a strong quarter as sustained high issuance carried over from Q1 and Q2 was well-absorbed by robust investor demand. As a result, spreads ended the quarter very near their two-year lows. From an excess return perspective, lower-quality and longer-duration issuers generally outperformed. Performance of financial and banking issuers once again led most other industries across most of the yield curve during the quarter.

Most mortgage-related sectors were top of class performers during Q3 as spreads continued to test 12-month lows. Agency-backed mortgages rebounded soundly in Q3 following an underwhelming Q2. Declining mortgage rates and a somewhat more positive outlook in the housing market provided a tailwind for the sector during the quarter.

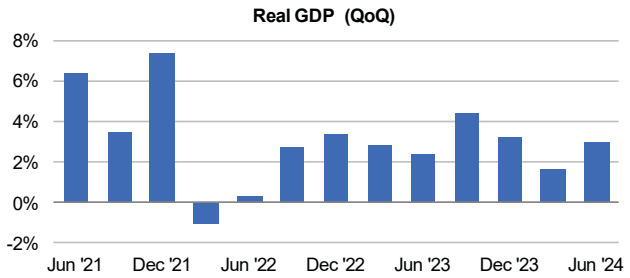
Unlike corporates, AAA-rated asset-backed securities (ABS) generated muted excess returns for the quarter as spreads remained modestly elevated for both automobile and credit card collateral. Attractive incremental income from the sector helped offset modest price declines for the quarter.

Economic Snapshot

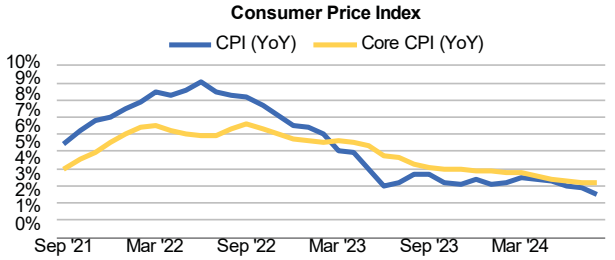
Labor Market	Latest		Jun '24	Sep '23
Unemployment Rate	Aug '24	4.2%	4.1%	3.8%
Change In Non-Farm Payrolls	Aug '24	142,000	118,000	246,000
Average Hourly Earnings (YoY)	Aug '24	3.8%	3.8%	4.5%
Personal Income (YoY)	Aug '24	5.6%	5.8%	5.4%
Initial Jobless Claims (week)	9/28/24	225,000	239,000	216,000



Growth				
Real GDP (QoQ SAAR)	2024Q2	3.0%	1.6% [1]	2.4% [2]
GDP Personal Consumption (QoQ SAAR)	2024Q2	2.8%	1.9% [1]	1.0% [2]
Retail Sales (YoY)	Aug '24	2.1%	2.0%	4.2%
ISM Manufacturing Survey (month)	Sep '24	47.2	48.5	48.6
Existing Home Sales SAAR (month)	Aug '24	3.86 mil.	3.90 mil.	3.98 mil.



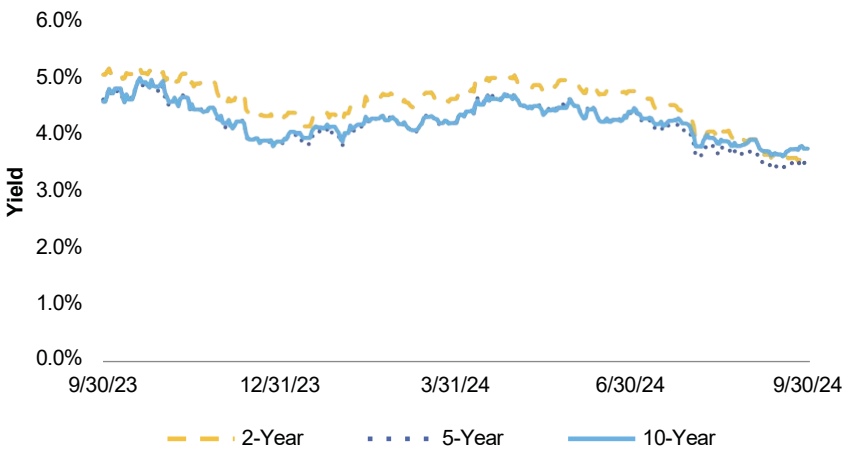
Inflation/Prices				
Personal Consumption Expenditures (YoY)	Aug '24	2.2%	2.4%	3.4%
Consumer Price Index (YoY)	Aug '24	2.5%	3.0%	3.7%
Consumer Price Index Core (YoY)	Aug '24	3.2%	3.3%	4.1%
Crude Oil Futures (WTI, per barrel)	Sep 30	$68.17	$81.54	$90.79
Gold Futures (oz.)	Sep 30	$2,636	$2,340	$1,848



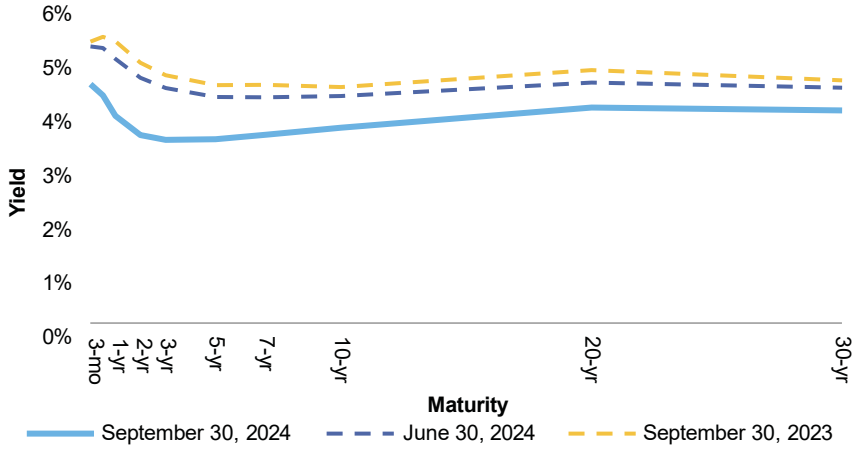
1. Data as of First Quarter 2024.
2. Data as of Second Quarter 2023.
Note: YoY = year-over-year, QoQ = quarter-over-quarter, SAAR = seasonally adjusted annual rate, WTI = West Texas Intermediate crude oil.
Source: Bloomberg.

Interest Rate Overview

U.S. Treasury Note Yields



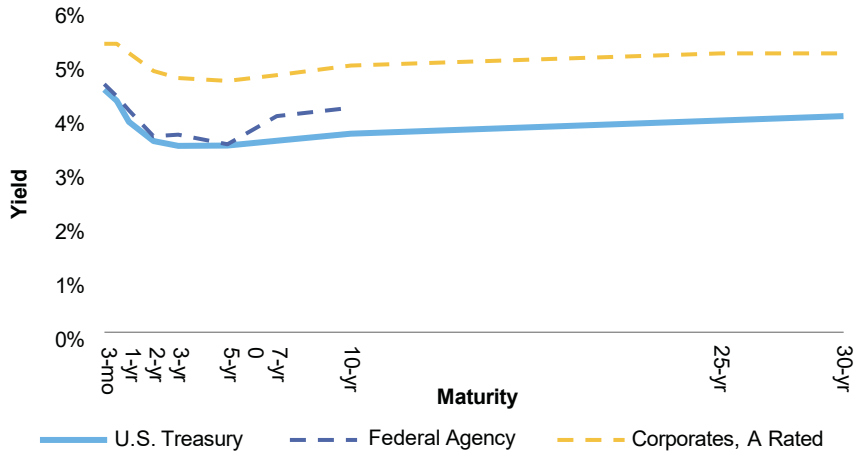
U.S. Treasury Yield Curve



U.S. Treasury Yields

Maturity	Sep '24	Jun '24	Change over Quarter	Sep '23	Change over Year
3-Month	4.63%	5.36%	(0.73%)	5.45%	(0.82%)
1-Year	4.01%	5.12%	(1.11%)	5.46%	(1.45%)
2-Year	3.64%	4.76%	(1.12%)	5.05%	(1.41%)
5-Year	3.56%	4.38%	(0.82%)	4.61%	(1.05%)
10-Year	3.78%	4.40%	(0.62%)	4.57%	(0.79%)
30-Year	4.12%	4.56%	(0.44%)	4.70%	(0.58%)

Yield Curves as of September 30, 2024



Source: Bloomberg.

ICE BofAML Index Returns

	As of 09/30/2024		Returns for Periods ended 09/30/2024		
September 30, 2024	**Duration**	**Yield**	**3 Month**	**1 Year**	**3 Years**
1-3 Year Indices					
U.S. Treasury	1.83	3.70%	2.87%	6.74%	1.33%
Federal Agency	1.46	3.80%	2.52%	6.68%	1.42%
U.S. Corporates, A-AAA rated	1.86	4.27%	3.18%	8.16%	2.00%
Agency MBS (0 to 3 years)	1.41	4.63%	2.70%	7.77%	1.06%
Taxable Municipals	2.01	4.09%	2.78%	7.18%	1.81%
1-5 Year Indices					
U.S. Treasury	2.59	3.65%	3.39%	7.44%	0.76%
Federal Agency	1.91	3.72%	2.77%	7.04%	0.85%
U.S. Corporates, A-AAA rated	2.54	5.13%	0.97%	5.75%	0.26%
Agency MBS (0 to 5 years)	2.33	4.61%	3.72%	9.89%	0.43%
Taxable Municipals	2.51	4.09%	3.23%	7.63%	1.17%
Master Indices (Maturities 1 Year or Greater)					
U.S. Treasury	6.38	3.78%	4.84%	9.93%	(1.89%)
Federal Agency	3.38	3.79%	3.51%	8.49%	0.07%
U.S. Corporates, A-AAA rated	7.00	4.58%	5.73%	13.38%	(1.22%)
Agency MBS (0 to 30 years)	5.12	4.50%	5.54%	12.37%	(1.21%)
Taxable Municipals	9.13	4.76%	5.66%	13.63%	(3.04%)

Returns for periods greater than one year are annualized.

Source: ICE BofAML Indices.

Disclosures

The views expressed within this material constitute the perspective and judgment of U.S. Bancorp Asset Management, Inc. at the time of distribution and are subject to change. Any forecast, projection, or prediction of the market, the economy, economic trends, and equity or fixed-income markets are based upon current opinion as of the date of issue and are also subject to change. Opinions and data presented are not necessarily indicative of future events or expected performance. Information contained herein is based on data obtained from recognized statistical services, issuer reports or communications, or other sources, believed to be reliable. No representation is made as to its accuracy or completeness.

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Portfolio Review:
CITY OF OAKLEY

Certificate of Compliance

During the reporting period for the quarter ended September 30, 2024, the account(s) managed by PFM Asset Management ("PFMAM") were in compliance with the applicable investment policy and guidelines as furnished to PFMAM.

Acknowledged : *PFM Asset Management LLC*

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

Account Summary

City of Oakley - City of Oakley - 6111-01

Portfolio Values	September 30, 2024
CAMP Managed Account	$29,810,859
CAMP Pool	$1,260,195
Amortized Cost	$29,947,712
Market Value	$29,810,859
Accrued Interest	$142,537
Cash	$0

Analytics[1]	September 30, 2024
Yield at Market	3.92%
Yield on Cost	2.74%
Portfolio Duration	2.17
CAMP Pool7-Day Yield	5.08%

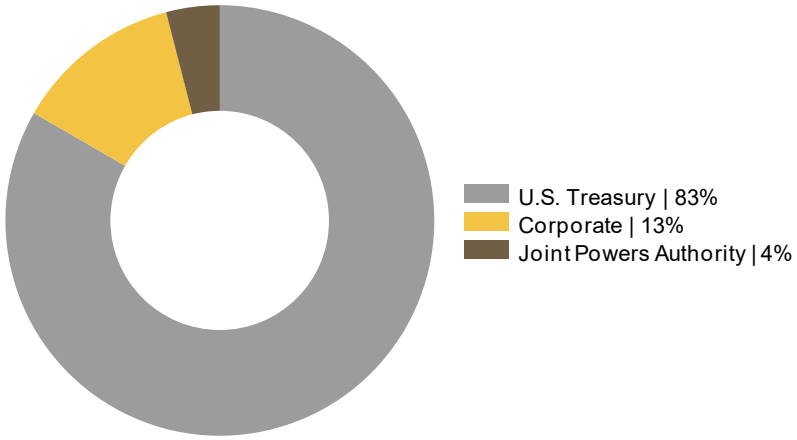
1. *Yield at market, yield on cost, and portfolio duration only include investments held within the separately managed account(s), excludes balances invested in overnight funds.*
2. *The current 7-day yield is the net change, exclusive of capital changes and income other than investment income, in the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

Consolidated Summary

Account Summary

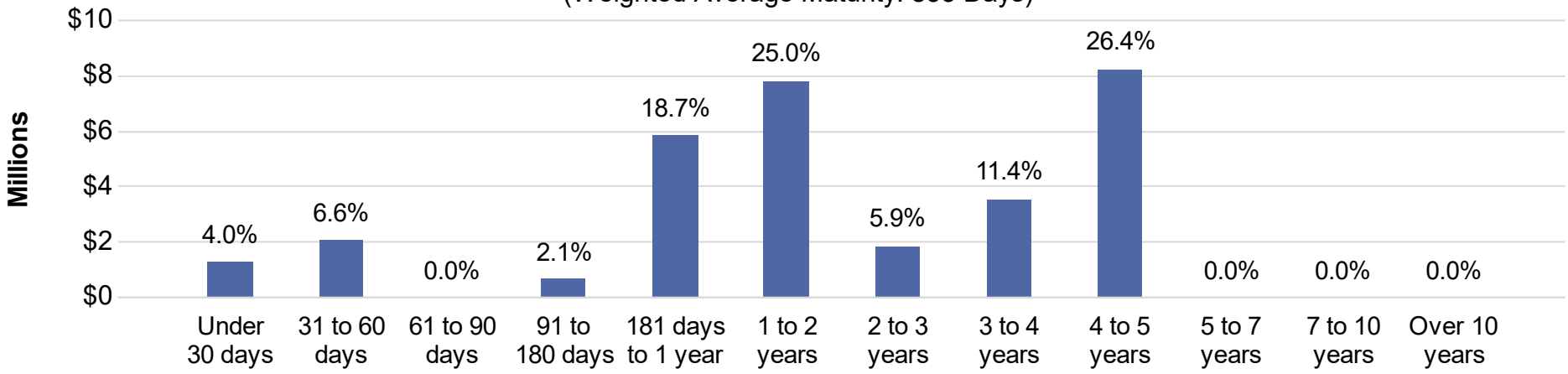
CAMP Managed Account	$29,953,397
CAMP Pool	$1,260,195
Total Program	**$31,213,592**

Sector Allocation



Maturity Distribution

(Weighted Average Maturity: 833 Days)



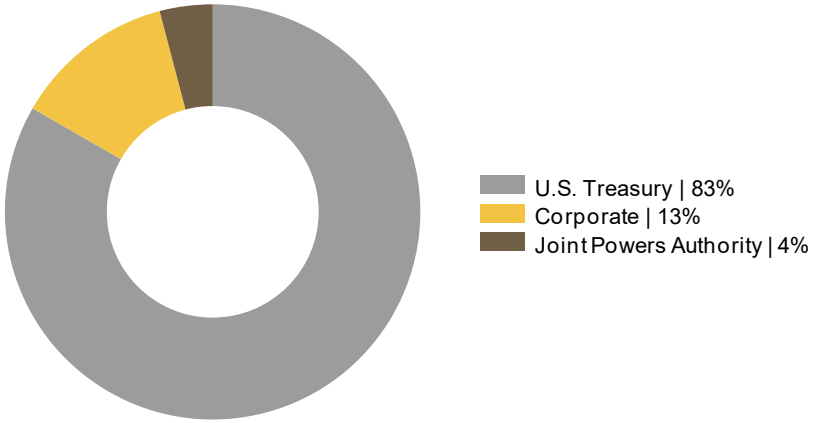
1. Account summary and sector allocation include market values, accrued interest, and overnight balances. Maturity distribution includes market values and excludes accrued interest and overnight balances

Portfolio Snapshot

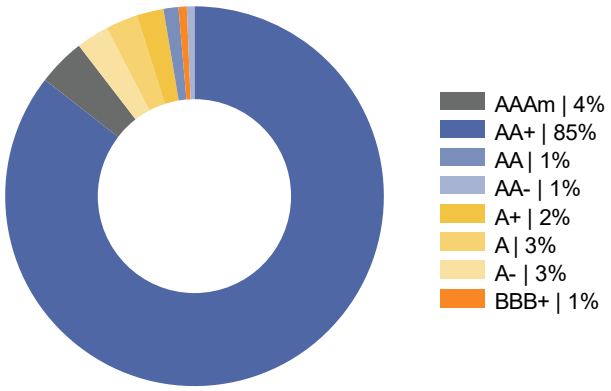
Portfolio Statistics

Total Market Value	$31,213,591.58
Managed Account Sub-Total	*$29,810,859.36*
Accrued Interest	*$142,537.32*
Pool	*$1,260,194.90*
Portfolio Effective Duration	2.17 years
Benchmark Effective Duration	*2.13 years*
Yield At Cost	2.74%
Yield At Market	3.92%
Portfolio Credit Quality	AA

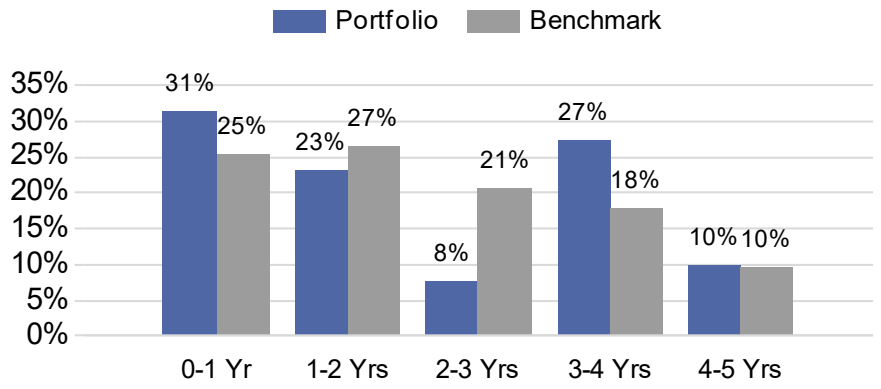
Sector Allocation



Credit Quality - S&P



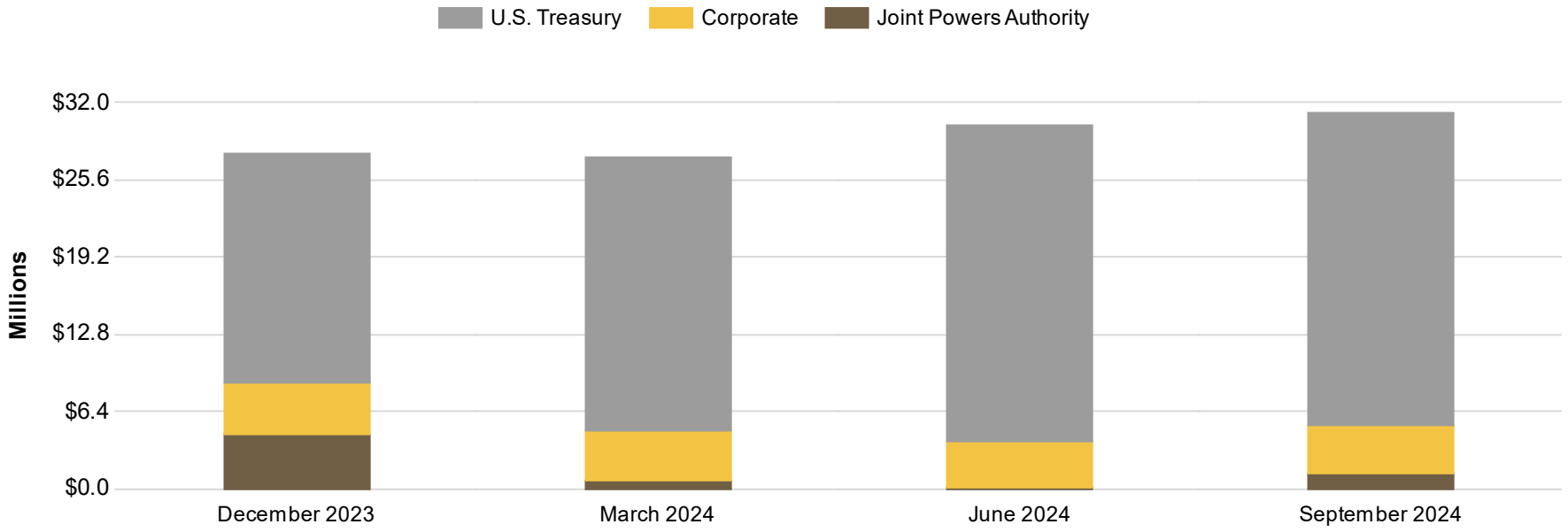
Duration Distribution



1. *Total market value includes accrued interest and balances invested in CAMP, as of September 30, 2024.*
Yield and duration calculations exclude balances invested in CAMP.
The portfolio's benchmark is currently the 0-5 Year U.S Treasury Index. Prior to 03/31/24 it was the 1-5 year Treasury Index. Source: Bloomberg Financial LP.
An average of each security's credit rating was assigned a numeric value and adjusted for its relative weighting in the portfolio.

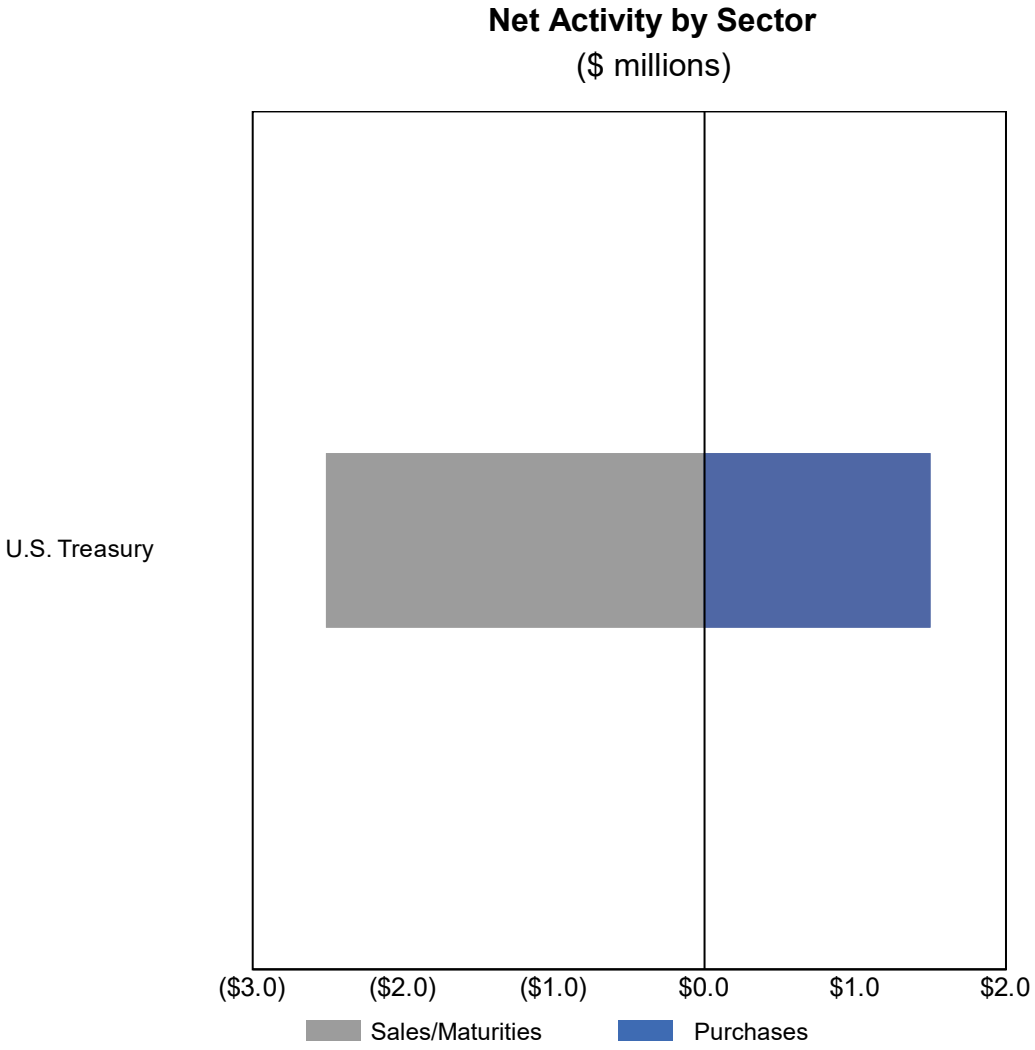
Sector Allocation Review

Security Type	Dec-23	% of Total	Mar-24	% of Total	Jun-24	% of Total	Sep-24	% of Total
U.S. Treasury	$19.1	68.6%	$22.7	82.3%	$26.2	86.9%	$25.9	83.3%
Corporate	$4.1	14.9%	$4.1	15.1%	$3.9	12.8%	$3.9	12.6%
Joint Powers Authority	$4.6	16.5%	$0.7	2.6%	$0.1	0.3%	$1.3	4.1%
Total	**$27.8**	**100.0%**	**$27.5**	**100.0%**	**$30.2**	**100.0%**	**$31.1**	**100.0%**



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

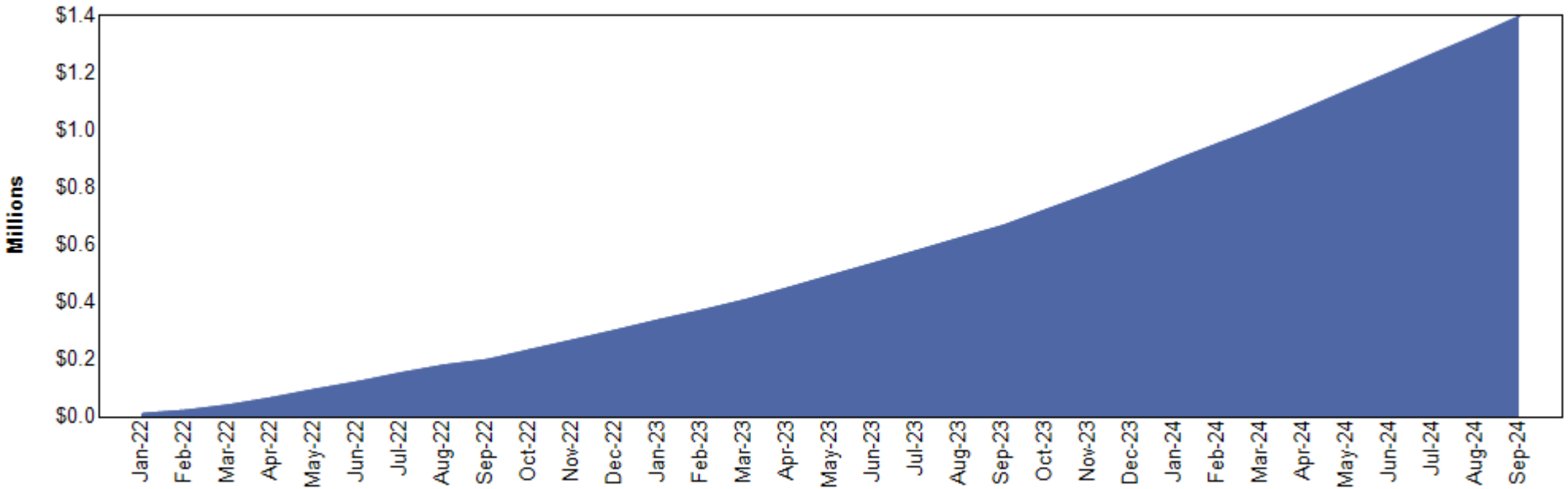
Portfolio Activity



Sector	Net Activity
U.S. Treasury	($995,057)
Total Net Activity	**($995,057)**

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

Accrual Basis Earnings



Accrual Basis Earnings	3 Months	1 Year	3 Years	5 Year	Since Inception[1]
Interest Earned[2]	$159,224	$584,986	-	-	$1,093,496
Realized Gains / (Losses)[3]	($4,366)	($4,366)	-	-	($26,313)
Change in Amortized Cost	$41,345	$149,750	-	-	$331,437
Total Earnings	**$196,203**	**$730,370**	**-**	**-**	**$1,398,620**

1. *The lesser of 10 years or since inception is shown. Performance inception date is December 31, 2021.*
2. *Interest earned calculated as the ending accrued interest less beginning accrued interest, plus net interest activity.*
3. *Realized gains / (losses) are shown on an amortized cost basis.*

Portfolio Holdings and Transactions

Managed Account Detail of Securities Held

Security Type/Description Dated Date/Coupon/Maturity	CUSIP	Par	S&P Rating	Moody's Rating	Trade Date	Settle Date	Original Cost	YTM at Cost	Accrued Interest	Amortized Cost	Market Value
U.S. Treasury											
US TREASURY N/B DTD 11/15/2021 0.750% 11/15/2024	91282CDH1	2,050,000.00	AA+	Aaa	3/14/2022	3/16/2022	1,984,496.09	1.99	5,807.40	2,046,976.74	2,039,750.00
US TREASURY N/B DTD 03/31/2020 0.500% 03/31/2025	912828ZF0	1,425,000.00	AA+	Aaa	10/13/2021	10/14/2021	1,413,087.89	0.75	19.57	1,423,294.23	1,398,070.35
US TREASURY N/B DTD 06/01/2020 0.250% 05/31/2025	912828ZT0	1,000,000.00	AA+	Aaa	3/14/2022	3/16/2022	944,687.50	2.04	840.16	988,578.82	974,172.00
US TREASURY N/B DTD 09/30/2020 0.250% 09/30/2025	91282CAM3	2,320,000.00	AA+	Aaa	10/13/2021	10/14/2021	2,264,265.63	0.87	15.93	2,305,979.74	2,236,190.00
US TREASURY N/B DTD 02/01/2021 0.375% 01/31/2026	91282CBH3	1,490,000.00	AA+	Aaa	5/2/2022	5/3/2022	1,352,349.61	3.00	941.37	1,441,033.06	1,424,055.58
US TREASURY N/B DTD 03/31/2021 0.750% 03/31/2026	91282CBT7	1,835,000.00	AA+	Aaa	10/13/2021	10/14/2021	1,816,721.68	0.98	37.81	1,828,873.56	1,755,148.14
US TREASURY N/B DTD 06/01/2021 0.750% 05/31/2026	91282CCF6	930,000.00	AA+	Aaa	6/6/2022	6/7/2022	850,732.03	3.04	2,344.06	896,908.08	885,752.46
US TREASURY N/B DTD 09/30/2021 0.875% 09/30/2026	91282CCZ2	2,510,000.00	AA+	Aaa	10/13/2021	10/14/2021	2,487,939.45	1.06	60.34	2,501,124.65	2,377,145.70
US TREASURY N/B DTD 04/30/2020 0.500% 04/30/2027	912828ZN3	835,000.00	AA+	Aaa	8/3/2022	8/4/2022	744,813.48	2.96	1,747.15	785,944.79	771,788.00
US TREASURY N/B DTD 08/15/2017 2.250% 08/15/2027	9128282R0	875,000.00	AA+	Aaa	9/6/2022	9/7/2022	826,567.38	3.48	2,514.44	846,848.37	843,178.88
US TREASURY N/B DTD 01/31/2023 3.500% 01/31/2028	91282CGH8	1,000,000.00	AA+	Aaa	3/1/2024	3/5/2024	969,921.88	4.34	5,896.74	974,348.23	997,383.00
US TREASURY N/B DTD 05/01/2023 3.500% 04/30/2028	91282CHA2	1,000,000.00	AA+	Aaa	2/22/2024	2/26/2024	966,484.38	4.39	14,646.74	971,275.47	997,070.00
US TREASURY N/B DTD 07/31/2023 4.125% 07/31/2028	91282CHQ7	1,000,000.00	AA+	Aaa	2/15/2024	2/16/2024	995,039.06	4.25	6,949.73	995,734.26	1,018,945.00
US TREASURY N/B DTD 10/31/2023 4.875% 10/31/2028	91282CJF9	1,000,000.00	AA+	Aaa	2/22/2024	2/26/2024	1,021,953.13	4.35	20,400.82	1,019,404.11	1,048,359.00
US TREASURY N/B DTD 11/16/1998 5.250% 11/15/2028	912810FF0	1,000,000.00	AA+	Aaa	4/2/2024	4/3/2024	1,036,093.75	4.38	19,830.16	1,032,221.21	1,064,453.00

Security Type/Description Dated Date/Coupon/Maturity	CUSIP	Par	S&P Rating	Moody's Rating	Trade Date	Settle Date	Original Cost	YTM at Cost	Accrued Interest	Amortized Cost	Market Value
U.S. Treasury											
US TREASURY N/B DTD 01/02/2024 3.750% 12/31/2028	91282CJR3	1,000,000.00	AA+	Aaa	4/2/2024	4/3/2024	972,304.69	4.40	9,476.90	974,934.86	1,006,211.00
US TREASURY N/B DTD 01/31/2024 4.000% 01/31/2029	91282CJW2	1,000,000.00	AA+	Aaa	2/15/2024	2/16/2024	990,585.94	4.21	6,739.13	991,672.11	1,016,406.00
US TREASURY N/B DTD 02/29/2024 4.250% 02/28/2029	91282CKD2	1,000,000.00	AA+	Aaa	3/1/2024	3/5/2024	999,492.19	4.26	3,639.50	999,545.72	1,027,266.00
US TREASURY N/B DTD 04/01/2024 4.125% 03/31/2029	91282CKG5	1,000,000.00	AA+	Aaa	4/2/2024	4/3/2024	988,632.81	4.38	113.32	989,652.47	1,022,148.00
US TREASURY N/B DTD 04/30/2024 4.625% 04/30/2029	91282CKP5	450,000.00	AA+	Aaa	5/9/2024	5/13/2024	453,058.59	4.47	8,709.58	452,845.68	469,617.30
US TREASURY N/B DTD 07/31/2024 4.000% 07/31/2029	91282CLC3	745,000.00	AA+	Aaa	8/1/2024	8/2/2024	749,627.15	3.86	5,020.65	749,491.15	758,677.46
US TREASURY N/B DTD 09/03/2024 3.625% 08/31/2029	91282CLK5	750,000.00	AA+	Aaa	9/5/2024	9/6/2024	752,314.45	3.56	2,328.21	752,287.44	751,816.50
Security Type Sub-Total		**26,215,000.00**					**25,581,168.76**	**2.82**	**118,079.71**	**25,968,974.75**	**25,883,603.37**
Joint Powers Authority											
CAMP Pool		1,260,194.90	AAAm	NR			1,260,194.90		0.00	1,260,194.90	1,260,194.90
Security Type Sub-Total		**1,260,194.90**					**1,260,194.90**		**0.00**	**1,260,194.90**	**1,260,194.90**
Corporate											
TOYOTA MOTOR CREDIT CORP DTD 02/13/2020 1.800% 02/13/2025	89236TGT6	220,000.00	A+	A1	10/13/2021	10/15/2021	225,425.20	1.04	528.00	220,597.77	217,647.54
3M COMPANY (CALLABLE) DTD 08/26/2019 2.000% 02/14/2025	88579YBH3	215,000.00	BBB+	A3	10/13/2021	10/15/2021	222,221.85	0.97	561.39	215,636.31	212,615.01
MASTERCARD INC (CALLABLE) DTD 12/03/2019 2.000% 03/03/2025	57636QAN4	225,000.00	A+	Aa3	3/14/2022	3/16/2022	222,387.75	2.41	350.00	224,627.87	222,624.90
BURLINGTN NORTH SANTA FE (CALLABLE) DTD 03/09/2015 3.000% 04/01/2025	12189LAV3	210,000.00	AA-	A2	10/13/2021	10/15/2021	223,351.80	1.12	3,150.00	211,039.50	208,151.16

Security Type/Description Dated Date/Coupon/Maturity	CUSIP	Par	S&P Rating	Moody's Rating	Trade Date	Settle Date	Original Cost	YTM at Cost	Accrued Interest	Amortized Cost	Market Value
Corporate											
AMAZON.COM INC DTD 04/13/2022 3.000% 04/13/2025	023135CE4	400,000.00	AA	A1	4/11/2022	4/13/2022	399,364.00	3.06	5,600.00	399,886.93	396,768.00
APPLE INC (CALLABLE) DTD 05/11/2020 1.125% 05/11/2025	037833DT4	400,000.00	AA+	Aaa	10/13/2021	10/15/2021	401,944.00	0.99	1,750.00	400,294.08	391,891.20
COMCAST CORP (CALLABLE) DTD 05/27/2015 3.375% 08/15/2025	20030NBN0	205,000.00	A-	A3	10/13/2021	10/15/2021	221,514.80	1.22	884.06	207,867.69	203,130.61
BRISTOL-MYERS SQUIBB CO (CALLABLE) DTD 11/13/2020 0.750% 11/13/2025	110122DN5	225,000.00	A	A2	3/14/2022	3/16/2022	210,096.00	2.66	646.88	220,450.72	216,680.40
BANK OF AMERICA CORP (CALLABLE) DTD 02/13/2020 2.015% 02/13/2026	06051GHY8	220,000.00	A-	A1	10/13/2021	10/15/2021	225,106.20	1.46	591.07	220,562.62	217,489.80
STATE STREET CORP (CALLABLE) DTD 10/29/2020 2.901% 03/30/2026	857477BM4	215,000.00	A	A1	3/14/2022	3/16/2022	215,483.75	2.84	17.33	215,079.15	212,752.82
STATE STREET CORP (CALLABLE) DTD 10/29/2020 2.901% 03/30/2026	857477BM4	210,000.00	A	A1	10/13/2021	10/15/2021	222,541.20	1.51	16.92	211,803.11	207,805.08
JPMORGAN CHASE & CO (CALLABLE) DTD 04/22/2020 2.083% 04/22/2026	46647PBK1	220,000.00	A-	A1	10/13/2021	10/15/2021	225,416.40	1.52	2,023.98	220,859.27	216,480.44
ALPHABET INC (CALLABLE) DTD 08/09/2016 1.998% 08/15/2026	02079KAC1	300,000.00	AA+	Aa2	3/14/2022	3/16/2022	294,777.00	2.42	765.90	297,784.58	290,752.20
TARGET CORP (CALLABLE) DTD 01/24/2022 1.950% 01/15/2027	87612EBM7	25,000.00	A	A2	1/19/2022	1/24/2022	24,957.50	1.99	102.92	24,980.45	24,010.45
TARGET CORP (CALLABLE) DTD 01/24/2022 1.950% 01/15/2027	87612EBM7	200,000.00	A	A2	3/14/2022	3/16/2022	194,764.00	2.53	823.33	197,519.00	192,083.60
BANK OF AMERICA CORP (CALLABLE) DTD 10/21/2016 3.248% 10/21/2027	06051GGA1	225,000.00	A-	A1	1/3/2023	1/5/2023	210,411.00	4.78	3,248.00	215,702.26	219,878.32

Security Type/Description Dated Date/Coupon/Maturity	CUSIP	Par	S&P Rating	Moody's Rating	Trade Date	Settle Date	Original Cost	YTM at Cost	Accrued Interest	Amortized Cost	Market Value
Corporate											
TEXAS INSTRUMENTS INC (CALLABLE) DTD 11/03/2017 2.900% 11/03/2027	882508BC7	285,000.00	A+	Aa3	1/3/2023	1/5/2023	267,880.05	4.29	3,397.83	274,046.38	276,494.46
Security Type Sub-Total		**4,000,000.00**					**4,007,642.50**	**2.21**	**24,457.61**	**3,978,737.69**	**3,927,255.99**
Managed Account Sub Total		**30,215,000.00**					**29,588,811.26**	**2.74**	**142,537.32**	**29,947,712.44**	**29,810,859.36**
Securities Sub Total		**$31,475,194.90**					**$30,849,006.16**	**2.74%**	**$142,537.32**	**$31,207,907.34**	**$31,071,054.26**
Accrued Interest											**$142,537.32**
Total Investments											**$31,213,591.58**

Quarterly Portfolio Transactions

Trade Date	Settle Date	Par ($)	CUSIP	Security Description	Coupon	Maturity Date	Transact Amount ($)	Yield at Market	Realized G/L (BV)
BUY									
8/1/2024	8/2/2024	745,000.00	91282CLC3	US TREASURY N/B	4.00%	7/31/2029	749,789.11	3.86%	
9/5/2024	9/6/2024	750,000.00	91282CLK5	US TREASURY N/B	3.62%	8/31/2029	752,765.07	3.56%	
Total BUY		**1,495,000.00**					**1,502,554.18**		**0.00**
INTEREST									
7/15/2024	7/15/2024	225,000.00	87612EBM7	TARGET CORP (CALLABLE)	1.95%	1/15/2027	2,193.75		
7/31/2024	7/31/2024	1,000,000.00	91282CGH8	US TREASURY N/B	3.50%	1/31/2028	17,500.00		
7/31/2024	7/31/2024	1,000,000.00	91282CHQ7	US TREASURY N/B	4.12%	7/31/2028	20,625.00		
7/31/2024	7/31/2024	1,490,000.00	91282CBH3	US TREASURY N/B	0.37%	1/31/2026	2,793.75		
7/31/2024	7/31/2024	1,000,000.00	91282CJW2	US TREASURY N/B	4.00%	1/31/2029	20,000.00		
8/13/2024	8/13/2024	220,000.00	89236TGT6	TOYOTA MOTOR CREDIT CORP	1.80%	2/13/2025	1,980.00		
8/13/2024	8/13/2024	220,000.00	06051GHY8	BANK OF AMERICA CORP (CALLABLE)	2.01%	2/13/2026	2,216.50		
8/14/2024	8/14/2024	215,000.00	88579YBH3	3M COMPANY (CALLABLE)	2.00%	2/14/2025	2,150.00		
8/15/2024	8/15/2024	300,000.00	02079KAC1	ALPHABET INC (CALLABLE)	1.99%	8/15/2026	2,997.00		
8/15/2024	8/15/2024	205,000.00	20030NBN0	COMCAST CORP (CALLABLE)	3.37%	8/15/2025	3,459.38		
8/15/2024	8/15/2024	875,000.00	9128282R0	US TREASURY N/B	2.25%	8/15/2027	9,843.75		
8/31/2024	8/31/2024		91282CKD2	US TREASURY N/B	4.25%	2/28/2029	21,250.00		
9/3/2024	9/3/2024		57636QAN4	MASTERCARD INC (CALLABLE)	2.00%	3/3/2025	2,250.00		

Quarterly Portfolio Transactions

Trade Date	Settle Date	Par ($)	CUSIP	Security Description	Coupon	Maturity Date	Transact Amount ($)	Yield at Market	Realized G/L (BV)
INTEREST									
9/15/2024	9/15/2024		91282CCX7	US TREASURY N/B	0.37%	9/15/2024	2,156.25		
9/30/2024	9/30/2024		857477BM4	STATE STREET CORP (CALLABLE)	2.90%	3/30/2026	6,164.63		
9/30/2024	9/30/2024		91282CKG5	US TREASURY N/B	4.12%	3/31/2029	20,625.00		
9/30/2024	9/30/2024		912828ZF0	US TREASURY N/B	0.50%	3/31/2025	3,562.50		
9/30/2024	9/30/2024		91282CCZ2	US TREASURY N/B	0.87%	9/30/2026	10,981.25		
9/30/2024	9/30/2024		91282CBT7	US TREASURY N/B	0.75%	3/31/2026	6,881.25		
9/30/2024	9/30/2024		91282CAM3	US TREASURY N/B	0.25%	9/30/2025	2,900.00		
Total INTEREST		**6,750,000.00**					**162,530.01**		**0.00**
MATURITY									
9/15/2024	9/15/2024	1,150,000.00	91282CCX7	US TREASURY N/B	0.37%	9/15/2024	1,150,000.00		
Total MATURITY		**1,150,000.00**					**1,150,000.00**		**0.00**
SELL									
8/1/2024	8/2/2024	600,000.00	91282CCX7	US TREASURY N/B	0.37%	9/15/2024	597,270.04		-3,413.90
9/5/2024	9/6/2024	750,000.00	91282CCX7	US TREASURY N/B	0.37%	9/15/2024	750,341.38		-952.10
Total SELL		**1,350,000.00**					**1,347,611.42**		**-4,366.00**

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- Market values that include accrued interest are derived from closing bid prices as of the last business day of the month as supplied by Refinitiv, Bloomberg, or Telerate. Where prices are not available from generally recognized sources, the securities are priced using a yield-based matrix system to arrive at an estimated market value.
- In accordance with generally accepted accounting principles, information is presented on a trade date basis; forward settling purchases are included in the monthly balances, and forward settling sales are excluded.
- Performance is presented in accordance with the CFA Institute's Global Investment Performance Standards (GIPS). Unless otherwise noted, performance is shown gross of fees. Quarterly returns are presented on an unannualized basis. Returns for periods greater than one year are presented on an annualized basis. **Past performance is not indicative of future returns.**
- Bank of America/Merrill Lynch Indices provided by Bloomberg Financial Markets.
- Money market fund/cash balances are included in performance and duration computations.
- Standard & Poor's is the source of the credit ratings. Distribution of credit rating is exclusive of money market fund/LGIP holdings.
- Callable securities in the portfolio are included in the maturity distribution analysis to their stated maturity date, although, they may be called prior to maturity.
- MBS maturities are represented by expected average life.

Glossary

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

Glossary

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

STAFF REPORT

OAKLEY
CALIFORNIA

Approved and Forwarded to the City Council

DATE: November 12,2024

TO: Joshua McMurray, City Manager

FROM: Jeri Tejeda, Administrative Service Director

SUBJECT: City of Oakley as Successor Agency to the Oakley Redevelopment Agency – Quarterly Investment Report (1st Quarter FY 24/25)

Background and Analysis

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

Fiscal Impact

The Investment Report for the Period Ending September 30, 2024, attached shows a balance of $29,614.85 in cash for operations before the City receives the next distribution from the Department of Finance requested with the ROPS. To increase annual cash flow savings of refunding bonds, cash reserves were applied to bond insurance with Build America Mutual (BAM). The Reserve Requirements are satisfied in face amounts of $571,000.00 for 2015 Bonds and $1,827,318.76 for 2018 Bonds.

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

Staff Recommendation

Staff recommends the City Council, as the Board of the Successor Agency, accept the investment report for the 1st Quarter of Fiscal Year 24/25.

Attachments

1. City of Oakley as Successor Agency to the Redevelopment Agency Investment Report for the quarter ended September 30, 2024.

OAKLEY
CALIFORNIA

City of Oakley as Successor Agency to the Oakley Redevelopment Agency

Quarterly Investment Report

For the Quarter Ended September 30, 2024

Type*	Name of Institution	Rate	Maturity***	Cost Amount	Market Value
Investments in Wells Fargo Bank Account					
	Successor Agency Checking	1.000%	N/A	$ 29,614.85	$ 29,614.85
Total Investments Other than Bond Proceeds				**29,614.85**	**29,614.85**
Investments with US Bank Trust (bond proceeds): **					
	20015 A&B Tax Allocation Refunding Bonds			-	-
	2018 Tax Allocation Refunding Bonds			-	-
Total Investments of Bond Proceeds				-	-
	Total Agency Investments			**$ 29,614.85**	**$ 29,614.85**

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

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

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

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

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

Approved by Jeri Tejeda
Adminstrative Services Director

11/4/24
Date

DATE: November 12, 2024

Approved and Forwarded to the City Council

TO: Joshua McMurray, City Manager

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

SUBJECT: Annexation No. 41 (Oakley Shops at Laurel Fields) to the City of Oakley Community Facilities District No. 2015-2 (Parks, Streetlight, Landscape and Stormwater Services)

Background and Analysis

On July 2, 2024, the City Planning Commission approved a Tentative Parcel Map with certain Conditions of Approval for the proposed Oakley Shops at Laurel Fields project (the "Project"), located at the northeast corner of Laurel Road and O'Hara Avenue. The Tentative Parcel Map subdivided 8.773 acres into two parcels, one proposed to contain a Safeway grocery store and five additional retail buildings (7.723 acres), and the other to contain a gas station and convenience store (1.050 acres). This parcel configuration has been recorded as Parcels 1 and 2 of Minor Subdivision Map 24-976 on August 20, 2024.

The Conditions of Approval for the Project require the property owners to mitigate their project's financial impact on the City's parks, streetlighting, landscape and stormwater service budgets. On January 12, 2016, the Oakley City Council formed City of Oakley Community Facilities District No. 2015-2 (Parks, Streetlight, Landscape and Stormwater Services) (CFD No. 2015-2"). CFD No. 2015-2 authorizes the annual levy of a special tax on parcels located within CFD No. 2015-2 to mitigate their financial impact to the City's parks, streetlighting, landscape and stormwater service budgets. The property owners for the Project have requested the City assist them with the annexation of their development into CFD No. 2015-2 to satisfy their conditions of approval.

Prior to tonight's City Council meeting, the property owners for the Project executed the attached Unanimous Approval Form. This form constitutes unanimous approval and a unanimous vote by the property owners in favor of annexing their property to CFD No. 2015-2 including the subsequent annual levy of special taxes to mitigate their project's financial impact on the City's parks, streetlighting, landscape and stormwater service budgets.

Consistency with the Oakley Strategic Plan 27+

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

Fiscal Impact

There will be no financial impact to the City's General Fund. The applicant has funded all costs associated with the annexation of their project to CFD No. 2015-2. The Fiscal Year 2024-25 special tax rates per non-residential acre are as follows:

Fiscal Year 2024-25 Maximum Special Tax Rates per Non-Residential Acre	
Special Tax Component	**Maximum Annual Special Tax Rates**
Regional Park Maintenance Tax	$510.36
Community Parks Maintenance Tax	$1,127.04
Streetlighting Maintenance Tax	$222.52
Neighborhood Parks & Landscape Maintenance Tax	$0.00
Stormwater/Water Quality Maintenance Tax	$1,438.78
Total	**$3,298.70**

The Project is anticipated to consist of 8.773 taxable non-residential acres. Therefore, successful annexation of the Project into CFD 2015-2 could provide up to $28,939 (in Fiscal Year 2024-25 dollars) in revenue annually when all commercial buildings are constructed. The taxes will be collected on the property tax rolls commencing in Fiscal Year 2025-26.

Staff Recommendation

The conditions of approval for the Project require the property owner to mitigate their project's financial impact on the City's parks, streetlighting, landscape and stormwater service budgets. Staff recommend that the City Council:

1. Adopt a Resolution Approving the Annexation (Annexation No. 41) of Property Located in the Future Annexation Area of the City of Oakley Community Facilities District No. 2015-2 (Parks, Streetlight, Landscape and Stormwater Services)

Attachments

1. Unanimous Approval of Annexation to a Community Facilities District and Related Matters - City of Oakley Community Facilities District No. 2015-2 (Parks, Streetlight, Landscape and Stormwater Services)
    1. Exhibit A – Description of Services
    2. Exhibit B – Cost Estimate
    3. Exhibit C – Supplement to the Rate and Method of Apportionment of Special Tax – Tax Zone No. 37

2. Resolution Approving the Annexation (Annexation No. 41) of Property Located in the Future Annexation Area of the City of Oakley Community Facilities District No. 2015-2 (Parks, Streetlight, Landscape and Stormwater Services)
3. Map – Annexation No. 41 to City of Oakley Community Facilities District No. 2015-2 (Parks, Streetlight, Landscape and Stormwater Services)
4. Amendment No. 41 to Notice of Special Tax Lien – City of Oakley Community Facilities District No. 2015-2 (Parks, Streetlight, Landscape and Stormwater Services)

UNANIMOUS APPROVAL
of Annexation to a Community Facilities District
and Related Matters

CITY OF OAKLEY
Community Facilities District No. 2015-2
(Parks, Streetlight, Landscape and Stormwater Services)

Annexation No. 41 – Tax Zone No. 37

November 12, 2024

To the Honorable City Council,
City of Oakley
3231 Main Street
Oakley, CA 94561

Members of the City Council:

This constitutes the Unanimous Approval (the "Unanimous Approval") of the record owner(s) (the "Property Owners") of the fee title to the real property identified below (the "Property") contemplated by Section 53339.3 et seq. of the Mello-Roos Community Facilities Act of 1982, as amended (the "Act") to annexation of the Property to the "City of Oakley Community Facilities District No. 2015-2 (Parks, Streetlight, Landscape and Stormwater Services)" (the "CFD"), and it states as follows:

1. **Property Owners**. This Unanimous Approval is submitted by the Property Owners as the record owner(s) of fee title to the Property. The Property Owners have supplied to the City current evidence of their ownership of fee title to the Property.

2. **Approval of Annexation**. This Unanimous Approval constitutes the unanimous approval and unanimous vote by the Property Owners in favor of the annexation of the Property to the CFD. The CFD was formed to finance the municipal services (the "Services") described in Exhibit A hereto and made a part hereof.

3. **Approval of Special Tax and the Services**. This Unanimous Approval constitutes the unanimous approval and unanimous vote by the Property Owners in favor of the levy of special taxes (the "Special Taxes") on the Property to finance the Services. The Special Taxes will be levied according to the "Supplement to the Rate and Method of Apportionment of Special Tax – Tax Zone No. 37" attached hereto as Exhibit C and

made a part hereof (the "Rate and Method"). The cost estimate for the Services is attached hereto as Exhibit B.

4. Waivers and Vote. The Property Owners hereby confirm that this Unanimous Approval constitutes their approval and unanimous vote as described herein and as contemplated by Section 53339.3 et seq. of the Act and Article XIIIA of the California Constitution. The Property Owners hereby waive all other rights with respect to the annexation of the Property, the levy of the Special Taxes on the Property and the other matters covered in this Unanimous Approval.

5. Recordation of Amendment to Notice of Special Tax Lien. The Notice of Special Tax Lien for the CFD was recorded in the Office of the County Recorder of the County of Contra Costa, State of California on January 19, 2016, as Document No. 20160009045. The Property Owners hereby authorize and direct the City Clerk to execute and cause to be recorded in the office of the County Recorder of the County of Contra Costa an amendment to the Notice of Special Tax Lien for the CFD as required by Section 3117.5 of the California Streets and Highways Code. The amendment to the Notice of Special Tax Lien shall include the Rate and Method as an exhibit thereto.

6. Authority Warranted. The Property Owners warrant to the City that the presentation of this Unanimous Approval, any votes, consents or waivers contained herein, and other actions mandated by the City for the annexation of the Property to the CFD shall not constitute or be construed as events of default or delinquencies under any existing or proposed financing documents entered into or to be entered into by the Property Owners for the Property, including any "due-on-encumbrance" clauses under any existing security instruments secured by the Property.

7. Due Diligence and Disclosures. The Property Owners agree to cooperate with the City and its attorneys and consultants and to provide all information and disclosures required by the City about the Special Taxes to purchasers of the Property or any part of it.

8. Agreements. The Property Owners further agree to execute such additional or supplemental agreements as may be required by the City to provide for any of the actions and conditions described in this Unanimous Approval, including any cash deposit required to pay for the City's costs in annexing the Property to the CFD.

9. The Property. The Property is identified as follows:

Property Description	Acres
Parcel 1 of Minor Subdivision Map 24-976	7.723
Parcel 2 of Minor Subdivision Map 24-976	1.050
Total Acres:	8.773

By executing this Unanimous Approval, the Property Owners agree to all of the above.

Annexation No. 41 - Tax Zone No. 37

Property Owners

By: Oakley Regency, LLC

Name: D

Title: SVP, Senior Market Offic

Notice Address:
1777 Botelho Drive
Walnut Creek, CA 94596

By: Safeway Inc.

Name: Kristyn K. Bradley

Title: Vice President
NE

Notice Address:
5918 Stoneridge Mall Road
Pleasanton, CA 94588

EXHIBIT A

CITY OF OAKLEY
Community Facilities District No. 2015-2
(Parks, Streetlight, Landscape and Stormwater Services)

DESCRIPTION OF SERVICES

The captioned Community Facilities District will finance, in whole or in part, the following services ("services" shall have the meaning given that term in the Mello-Roos Community Facilities Act of 1982), including all related administrative costs, expenses and related reserves for replacement of vehicles, equipment and facilities:

Regional Parks

Maintenance, including servicing, repair, replacement and removal of regional parks (includes park amenities such as buildings, sports fields, sports courts, playground equipment, play courts, play structures, picnic tables, lighting, drinking fountains, barbeques, etc.), both (i) in the CFD and (ii) outside the CFD but within the boundaries of the City if the City has concluded that such maintenance would benefit the CFD. Maintenance also includes cleaning and removal of graffiti, and associated electric, water and other utility costs.

Community Parks

Maintenance, including servicing, repair, replacement and removal of community parks (includes park amenities such as buildings, sports fields, sports courts, playground equipment, play courts, play structures, picnic tables, lighting, drinking fountains, barbeques, etc.), both (i) in the CFD and (ii) outside the CFD but within the boundaries of the City if the City has concluded that such maintenance would benefit the CFD. Maintenance also includes cleaning and removal of graffiti, and associated electric, water and other utility costs.

Streetlighting

Maintenance, including servicing, repair, replacement and removal of streetlights (includes poles, fixtures, bulbs, conduits, equipment, including guys, anchors, posts, pedestals and metering devices, etc.), both (i) in the CFD and (ii) outside the CFD but within the boundaries of the City if the City has concluded that such maintenance would benefit the CFD. Maintenance also includes cleaning and removal of graffiti, and associated electric and other utility costs.

Neighborhood Parks & Landscaping

Maintenance, including servicing, repair, replacement and removal of neighborhood parks (includes park amenities such as playground equipment, play courts, play structures, picnic tables, lighting, drinking fountains, barbeques, etc.), both (i) in the CFD and (ii) outside the CFD but within the boundaries of the City if the City has concluded that such maintenance would benefit the CFD. Maintenance also includes cleaning and removal of graffiti, and associated electric, water and other utility costs.

Maintenance, including servicing, repair, replacement and removal of parkways, landscape setbacks, landscaped roadway medians, open space, environmental preserves (including performance and management of environmental mitigation monitoring and annual reporting), publicly-owned masonry walls, fences, monuments and features, trails, bike paths, etc., both (i) in the CFD and (ii) outside the CFD but within the boundaries of the City if the City has concluded that such maintenance would benefit the CFD. Maintenance also includes cleaning and removal of graffiti, and associated electric, water and other utility costs.

Stormwater

Maintenance, including servicing, repair, replacement and removal of bio-retention facilities and drainage facilities (includes field inspections, record keeping, cost of permits and regulatory fees, environmental mitigation monitoring, annual reporting, vegetation management, removal of silt, sediment, trash and debris from the drainage areas, bio-retention basins and City catch basins, etc.), both (i) in the CFD and (ii) outside the CFD but within the boundaries of the City if the City has concluded that such maintenance would benefit the CFD. Maintenance also includes cleaning and removal of graffiti, and associated electric, water and other utility costs.

In addition, the following costs will also be financed by the special taxes levied within the CFD and be allocated to each improvement described above based upon their pro-rata share of needed administrative costs, operating reserves and capital reserves, and actual or estimated delinquencies.

1. Administrative Expenses including the costs incurred to determine, levy and collect the special taxes, including compensation of City employees for administrative work performed in relation to the CFD, the fees of consultants and legal counsel, the costs of collecting installments of the special taxes upon the general tax rolls, preparation of required reports, and any other costs incurred in the administration of the CFD by the City;

2. Any amounts needed for operating reserves and capital reserves; and

3. Any amounts needed to cure actual or estimated delinquencies in special taxes for the current or previous fiscal years.

EXHIBIT B

CITY OF OAKLEY
Community Facilities District No. 2015-2
(Parks, Streetlight, Landscape and Stormwater Services)

Cost Estimate
(FY 2024-25 Dollars)

Special Tax Component	FY 2024-25 Special Tax Requirement
Regional Park Maintenance Tax	$4,477
Community Parks Maintenance Tax	$9,888
Streetlighting Maintenance Tax	$1,952
Neighborhood Parks & Landscape Maintenance Tax	$0
Stormwater/Water Quality Maintenance Tax	$12,622
Total	**$28,939**

EXHIBIT C

CITY OF OAKLEY
Community Facilities District No. 2015-2
(Parks, Streetlight, Landscape and Stormwater Services)

SUPPLEMENT TO THE RATE AND METHOD OF APPORTIONMENT OF SPECIAL TAX – TAX ZONE NO. 37

Special Taxes in the City of Oakley Community Facilities District No. 2015-2 (Parks, Streetlight, Landscape and Stormwater Services) (the "CFD" or "CFD No. 2015-2") shall be levied and collected according to the tax liability determined by the Administrator through the application of the appropriate amount or rate for Taxable Property, as described below. All the property in CFD No. 2015-2, unless exempted by law or by the provisions of Section E herein, shall be taxed for the purposes, to the extent, and in the manner herein provided, including property subsequently annexed to CFD No. 2015-2, unless a separate Rate and Method of Apportionment of Special Tax is adopted for such annexation area.

Property annexed to City of Oakley Community Facilities District No. 2015-2 (Parks, Streetlight, Landscape and Stormwater Services) pursuant to Annexation No. 41 will be annexed to Tax Zone No. 37 per the Supplement to the Rate and Method of Apportionment of Special Tax shown below.

A. DEFINITIONS

The terms hereinafter set forth have the following meanings:

"Accessory Unit" means a second residential unit of reduced size (e.g., granny cottage, etc.) that shares a Parcel with a Residential Unit.

"Acre" or **"Acreage"** means the land area of an Assessor's Parcel as shown on an Assessor's Parcel Map, or if the land area is not shown on an Assessor's Parcel Map, the land area shown on the applicable Final Map or other recorded County parcel map.

"Act" means the Mello-Roos Community Facilities Act of 1982, as amended, being Chapter 2.5 (commencing with Section 53311), Division 2, of Title 5 of the Government Code of the State of California.

"Administrative Expenses" means the following actual or reasonably estimated costs directly related to the administration of CFD No. 2015-2: the costs of computing the Special Tax and preparing the annual Special Tax collection schedules (whether by the City or any designee thereof or both); the costs of collecting the Special Taxes; the costs to the City, CFD No. 2015-2, or any designee thereof of complying with

disclosure requirements associated with the Act; the costs associated with preparing Special Tax disclosure statements and responding to public inquiries, protests, or appeals regarding the Special Taxes; and the City's annual administration fees and third party expenses. Administrative Expenses shall also include amounts estimated or advanced by the City or CFD No. 2015-2 for any other administrative purposes of CFD No. 2015-2, including attorney's fees, costs associated with annexations to CFD No. 2015-2, and other costs related to commencing and pursuing to completion any foreclosure of delinquent Special Taxes.

"Administrator" means an official of the City, or any designee thereof, responsible for determining the Special Tax Requirement and providing for the levy and collection of the Special Tax.

"Assessor's Parcel" or **"Parcel"** means a lot or parcel shown on an Assessor's Parcel Map with an assigned Assessor's Parcel Number.

"Assessor's Parcel Map" means an official map of the County Assessor designating parcels by Assessor's Parcel Number.

"Assessor's Parcel Number" or **"APN"** means a unique number assigned to an Assessor's Parcel by the County Assessor for purposes of identifying a property.

"Authorized Services" means the public services authorized to be funded by CFD No. 2015-2 as set forth in the documents adopted by the Council when CFD No. 2015-2 was formed.

"Building Permit" means a building permit issued by the City and having a building structure improvement valuation over $50,000. Building Permits for the construction of ancillary structures such as fences, swimming pools, retaining walls, etc. are excluded.

"CFD" or "CFD No. 2015-2" means the City of Oakley Community Facilities District No. 2015-2 (Parks, Streetlight, Landscape and Stormwater Services).

"City" means the City of Oakley.

"City Landscape Maintenance Standards" means the then applicable landscape maintenance standards or then applicable level of service for then applicable landscape maintenance contracts executed by the City that are in effect and relate to similar landscaping improvements.

"City Manager" means the City Manager of the City of Oakley.

"Commercial Unit" means an individual building structure for commercial uses as defined per the County Assessor (e.g., grocery stores, shopping centers, motel, hotel, service stations, and offices).

"Condominium Parcel" means a Parcel designated by the County Assessor as having a condominium, townhome, cluster home and co-op land use.

"Council" means the City Council of the City of Oakley, acting as the legislative body for CFD No. 2015-2.

"County" means the County of Contra Costa.

"County Assessor" means the Contra Costa County Assessor.

"County Land Use Code" means the land use code assigned to an Assessor's Parcel as indicated in the records of the County Assessor.

"Developed Property" means, in any Fiscal Year, all Parcels of Taxable Property for which a Building Permit was issued by the City for construction of a residential structure or a non-residential structure on or prior to June 30 of the preceding Fiscal Year. In the absence of a Building Permit, any Parcel of Taxable Property shall be classified as "Developed Property" if it has been occupied by a user as determined by the Administrator on or prior to June 30 of the preceding Fiscal Year.

"Final Map" or "Parcel Map" means a final map approved by the City pursuant to the Subdivision Map Act (California Government Code Section 66410, *et seq.*) that creates individual lots on which a Building Permit can be issued for construction of Residential Units without further subdivision of the lots.

"Fiscal Year" means the period starting on July 1 and ending on the following June 30.

"Industrial" means an individual building structure for industrial uses as defined per the County Assessor (e.g., research and development, mini-warehouse, etc.).

"Institutional" means an individual building structure for institutional uses as defined per the County Assessor (e.g., churches, hospitals, assisted living, schools, etc.).

"Land Use Classification" means the current or intended use of a Taxable Parcel as determined by the Taxable Parcel's County Land Use Code.

"Maximum Special Tax" means, for each Special Tax Component, the maximum Special Tax, determined in accordance with Section C herein, which can be levied in any Fiscal Year.

"Mixed Use Parcel" means a Parcel designated by the County Assessor as having a multiple land uses such as residential land uses and commercial land uses, or multi-family land uses and commercial land uses.

"Multi-Family Parcel" means a Parcel designated by the County Assessor as having a multi-family residential land uses which includes duplexes, triplexes, fourplexes and apartments.

"Non-Residential Parcel" means for each Fiscal Year, all Assessor Parcels designated by the County Assessor with a County Land Use Code of Commercial, Industrial, or Institutional. If it is determined by the Administrator that the County Assessor has assigned an incorrect County Land Use Code or the assigned County Land Use Code does not correctly describe the intended or current use of the Taxable Parcel, the Administrator may assign a Land Use Classification to the Taxable Parcel described in Section C below.

"Non-Residential Parcel – In Compliance" this definition only applies for the purpose of calculating the annual neighborhood parks and landscaping maintenance tax component and means for each Fiscal Year, an Assessor Parcel designated by the County Assessor with a County Land Use Code of Commercial, Industrial, or Institutional for which the Property Owner of the Commercial, Industrial, or Institutional Parcel has notified the City in writing by the preceding February 1st that it will maintain its parcel's frontage landscaping during the immediate following fiscal year and the City Manager or his/her designee has determined that the Property Owner has maintained its Parcel's frontage landscaping in previous Fiscal Years to City Landscape Maintenance Standards. In addition, in order for any Commercial, Industrial, or Institutional Parcel within a Tax Zone of CFD No. 2015-2 to be defined as a Non-Residential Parcel – In Compliance, all Non-Residential Parcels within the Tax Zone must also be defined as Non-Residential Parcel – In Compliance.

"Non-Residential Parcel – Out of Compliance" this definition only applies for the purpose of calculating the annual neighborhood parks and landscaping maintenance tax component and means for each Fiscal Year, an Assessor Parcel designated by the County Assessor with a County Land Use Code of Commercial, Industrial, or Institutional for which the Property Owner of the Non-Residential Parcel has not notified the City in writing by the preceding February 1st that it will maintain its parcel's frontage landscaping during the immediate following fiscal year or the City Manager or his/her designee has determined that the Property Owner has not maintained its Parcel's frontage landscaping in previous Fiscal Years to City Landscape Maintenance Standards. In addition, if any Non-Residential Parcel within a Tax Zone of CFD No. 2015-2 is defined as a Non-Residential Parcel – Out of Compliance, then all Non-Residential Parcels within the Tax Zone must also be defined as Non-Residential Parcel – Out of Compliance.

"Property Owner" means the Property Owner of record per current County Assessor records unless more current information is available such as recorded deed of sale, etc.

"Proportionately" means, for Developed Property, that the ratio of the actual annual Special Tax levied in any Fiscal Year to the Maximum Special Tax authorized to be levied in that Fiscal Year is equal for all Assessor's Parcels of Developed Property. For Undeveloped Property, "Proportionately" means that the ratio of the actual annual Special Tax levied in any Fiscal Year to the Maximum Special Tax authorized to be levied in that Fiscal Year is equal for all Assessor's Parcels of Undeveloped Property.

"Public Property" means, for each Fiscal Year: (i) any property within the boundaries of CFD No. 2015-2 that is owned by or irrevocably offered for dedication to the federal government, the State of California, the City or any other public agency; provided, however, that any property leased by a public agency to a private entity and subject to taxation under Section 53340.1 of the Act (as such section may be amended or replaced) shall be taxed and classified in accordance with its use; or (ii) any property within the boundaries of CFD No. 2015-2 that is encumbered by an unmanned utility easement making impractical its utilization for other than the purpose set forth in the easement.

"Residential Unit" means an individual building structure for residential or multi-family residential uses as defined per the County Assessor. An Accessory Unit that shares a Parcel with a Residential Unit shall not be considered a separate Residential Unit for purposes of this RMA.

"RMA" means this Rate and Method of Apportionment of Special Tax.

"Single-Family Parcel" means a Parcel designated by the County Assessor as having a single-family residential land use. If it is determined by the Administrator that the County Assessor has assigned an incorrect County Land Use Code or the assigned County Land Use Code does not correctly describe the intended or current use of the Taxable Parcel, the Administrator may assign a Land Use Classification to the Taxable Parcel described in Section C below.

"Special Tax" means any tax levied within CFD No. 2015-2 to pay the Special Tax Requirement, and includes each Special Tax Component.

"Special Tax Component" means one of the following components of the Special Tax: Community Park Maintenance Tax, Streetlighting Maintenance Tax, Neighborhood Parks and Landscape Maintenance Tax, or Stormwater Maintenance Tax.

"Special Tax Requirement" means, for each Special Tax Component, the amount of revenue needed in any Fiscal Year to pay for the following: (i) Authorized Services related to the Special Tax Component; (ii) Administrative Expenses attributable to the Special Tax Component; and (iii) amounts needed to cover any delinquencies in the payment of the Special Tax Component which occurred in the previous Fiscal Year or, based on delinquency rates in prior years, may be expected to occur in the Fiscal Year in which the Special Tax will be collected.

"Taxable Property" or "Taxable Parcels" means all Assessors' Parcels within the boundaries of CFD No. 2015-2 that are not exempt from the Special Tax pursuant to law or Section E herein.

"Tax Zone" means a mutually exclusive geographic area within which the Special Tax may be levied pursuant to this RMA. All the property within CFD No. 2015-2 at the time of CFD Formation is within Tax Zone 1. Additional Tax Zones may be created when property is annexed to CFD No. 2015-2, and a separate Maximum Special Tax shall be identified for property within the new Tax Zone at the time of such annexation. The Assessor's Parcels included within a new Tax Zone established when such Parcels are annexed to CFD No. 2015-2 shall be identified by Assessor's Parcel Number in the Unanimous Approval Form that is signed by the owner(s) of the Parcels at the time of annexation.

"Unanimous Approval Form" means that form executed by the record owner(s) of fee title to a Parcel or Parcels annexed into CFD No. 2015-2 that constitutes the property owner's approval and unanimous vote in favor of annexing into CFD No. 2015-2, the levy of the Special Tax against his/her Parcel or Parcels pursuant to this RMA.

"Undeveloped Property" means, in any Fiscal Year, all Parcels of Taxable Property in CFD No. 2015-2 that are not classified as Developed Property.

B. DATA FOR ANNUAL TAX LEVY

Each Fiscal Year, the Administrator shall identify the current Assessor's Parcel Numbers for all Parcels of Taxable Property within CFD No. 2015-2. The Administrator shall also determine: (i) whether each Assessor's Parcel of Taxable Property is Developed Property or Undeveloped Property, and (ii) the Special Tax Requirement for each Special Tax Component for the then-current Fiscal Year. Each Special Tax Component shall be levied only to pay for the related Special Tax Requirement.

In any Fiscal Year, if it is determined that (i) a Final Map or Parcel Map for a portion of property in CFD No. 2015-2 was recorded after the last date upon which the County Assessor will incorporate the newly-created Parcels into the then current tax roll, (ii) because of the date the Final Map or Parcel Map was recorded, the County Assessor does not yet recognize the new Parcels that will be created by the Final Map or Parcel Map, and (iii) one or more of the newly-created Parcels would meet the definition of Developed Property, the Administrator shall calculate the Special Tax for the property affected by recordation of the Final Map or Parcel Map by determining the Special Tax that applies separately to each new Parcel that will be created by that Final Map or Parcel Map, then applying the sum of the individual Special Taxes to the Parcel that was subdivided by recordation of the Final Map or Parcel Map.

C. MAXIMUM SPECIAL TAXES

1. Developed Property - The Fiscal Year 2024-25 Maximum Special Tax for each Special Tax Component for all Parcels of Developed Property shall be as shown in Table 1 below:

Table 1: Developed Property

Special Tax Component	Land Use Classification	FY 2024-25 Maximum Tax
Regional Park Maintenance Tax	Single-Family Parcel	$170.12 per Parcel
Regional Park Maintenance Tax	Condominium Parcel	$127.59 per Parcel
Regional Park Maintenance Tax	Multi-Family Parcel	$85.06 per Unit
Regional Park Maintenance Tax	Non-Residential Parcel	$510.36 per Acre
Community Parks Maintenance Tax	Single-Family Parcel	$375.68 per Parcel
Community Parks Maintenance Tax	Condominium Parcel	$281.76 per Parcel
Community Parks Maintenance Tax	Multi-Family Parcel	$187.85 per Unit
Community Parks Maintenance Tax	Non-Residential Parcel	$1,127.04 per Acre
Streetlighting Maintenance Tax	Single-Family Parcel	$74.17 per Parcel
Streetlighting Maintenance Tax	Condominium Parcel	$55.63 per Parcel
Streetlighting Maintenance Tax	Multi-Family Parcel	$37.09 per Unit
Streetlighting Maintenance Tax	Non-Residential Parcel	$222.52 per Acre
Neighborhood Parks & Landscaping Maintenance Tax	Single-Family Parcel	$0.00 per Parcel
Neighborhood Parks & Landscaping Maintenance Tax	Condominium Parcel	$0.00 per Parcel
Neighborhood Parks & Landscaping Maintenance Tax	Multi-Family Parcel	$0.00 per Unit
Neighborhood Parks & Landscaping Maintenance Tax	Non-Residential Parcel - In Compliance	$0.00 per Acre
Neighborhood Parks & Landscaping Maintenance Tax	Non-Residential Parcel - Out of Compliance	$0.00 per Acre
Stormwater/Water Quality Maintenance Tax	Single-Family Parcel	$0.00 per Parcel
Stormwater/Water Quality Maintenance Tax	Condominium Parcel	$0.00 per Parcel
Stormwater/Water Quality Maintenance Tax	Multi-Family Parcel	$0.00 per Unit
Stormwater/Water Quality Maintenance Tax	Non-Residential Parcel	$1,438.78 per Acre

Mixed Use Parcels will have their Maximum Tax calculated each Fiscal Year based upon their combined uses on the Parcel. For example, if a one-acre parcel has commercial on the ground floor and 50 condominiums on the second floor the property owner will be charged the Non-Residential Parcel rate for one acre and the Condominium Parcel Rate for the 50 condominiums.

2. Undeveloped Property - The Fiscal Year 2024-25 Maximum Special Tax for each Special Tax Component for all Parcels of Undeveloped Property shall be as shown in Table 2 below:

Table 2: Undeveloped Property

Special Tax Component	Land Use Classification	FY 2024-25 Maximum Tax
Regional Park Maintenance Tax	Single-Family Parcel	$510.36 per Acre
Regional Park Maintenance Tax	Condominium Parcel	$382.77 per Acre
Regional Park Maintenance Tax	Multi-Family Parcel	$255.18 per Acre
Regional Park Maintenance Tax	Non-Residential Parcel	$255.18 per Acre
Community Parks Maintenance Tax	Single-Family Parcel	$1,127.04 per Acre
Community Parks Maintenance Tax	Condominium Parcel	$845.28 per Acre
Community Parks Maintenance Tax	Multi-Family Parcel	$563.52 per Acre
Community Parks Maintenance Tax	Non-Residential Parcel	$563.52 per Acre
Streetlighting Maintenance Tax	Single-Family Parcel	$222.52 per Acre
Streetlighting Maintenance Tax	Condominium Parcel	$166.88 per Acre
Streetlighting Maintenance Tax	Multi-Family Parcel	$111.27 per Acre
Streetlighting Maintenance Tax	Non-Residential Parcel	$111.27 per Acre
Neighborhood Parks & Landscaping Maintenance Tax	Single-Family Parcel	$0.00 per Acre
Neighborhood Parks & Landscaping Maintenance Tax	Condominium Parcel	$0.00 per Acre
Neighborhood Parks & Landscaping Maintenance Tax	Multi-Family Parcel	$0.00 per Acre
Neighborhood Parks & Landscaping Maintenance Tax	Non-Residential Parcel - In Compliance	$0.00 per Acre
Neighborhood Parks & Landscaping Maintenance Tax	Non-Residential Parcel - Out of Compliance	$0.00 per Acre
Stormwater/Water Quality Maintenance Tax	Single-Family Parcel	$0.00 per Acre
Stormwater/Water Quality Maintenance Tax	Condominium Parcel	$0.00 per Acre
Stormwater/Water Quality Maintenance Tax	Multi-Family Parcel	$0.00 per Acre
Stormwater/Water Quality Maintenance Tax	Non-Residential Parcel	$1,438.78 per Acre

3. Escalation of Maximum Special Tax

On July 1, 2025, and each July 1 thereafter, the Maximum Special Tax for each Special Tax Component for the current Fiscal Year for Developed Property and Undeveloped Property shall be increased from the Maximum Special Tax for the respective Special Tax Component for the previous Fiscal Year by Consumer Price Index – All Urban Consumers (San Francisco-Oakland-San Jose, CA) (from February) with a minimum annual increase of three (3.00%) percent and a maximum annual increase of five (5.00%) percent for any given year.

D. METHOD OF LEVY AND COLLECTION OF SPECIAL TAXES

Each Fiscal Year, the Administrator shall determine the Special Tax Requirement for each Special Tax Component for that Fiscal Year and levy each Special Tax Component on all Parcels of Taxable Property as follows:

Step 1: Each Special Tax Component shall be levied Proportionately on each Parcel of Developed Property up to 100% of the Maximum Special Tax for each Parcel of Developed Property for such Fiscal Year until the amount levied is equal to the Special Tax Requirement for such Special Tax Component;

Step 2: If additional revenue is needed after Step 1, each Special Tax Component shall be levied Proportionately on each Parcel of Undeveloped Property up to 100% of the Maximum Special Tax for each Parcel of Undeveloped Property for such Fiscal Year until the amount levied, when combined with the amount of the Special Tax Component levied pursuant to Step 1, is equal to the Special Tax Requirement for such Special Tax Component.

The Special Tax for CFD No. 2015-2 shall be collected at the same time and in the same manner as ordinary ad valorem property taxes provided, however, that the City may (under the authority of Government Code Section 53340) collect Special Taxes at a different time or in a different manner if necessary to meet the financial obligations of CFD No. 2015-2, and the Special Tax shall be subject to foreclosure if delinquent regardless of the manner in which it was collected.

E. EXEMPTIONS

No Special Tax shall be levied on Parcels of Public Property or any privately-owned Parcels that are non-developable, such as common areas, wetlands, and open space, parks, etc. except as otherwise provided in this RMA and in the Act.

F. INTERPRETATION OF SPECIAL TAX FORMULA

The City reserves the right to make minor administrative and technical changes to this document that does not materially affect the rate and method of apportioning Special Taxes. In addition, the interpretation and application of any section of this document shall be left to the City's discretion. Interpretations may be made by the City through a resolution of the Council for purposes of clarifying any vagueness or ambiguity in this RMA.

G. TERM OF THE SPECIAL TAX

The Special Tax shall be levied in perpetuity as necessary to pay the Special Tax Requirement.

H. REPEAL OF THE SPECIAL TAX

CFD No. 2015-2 was established to levy the Special Tax to finance the Authorized Services as a condition of the entitlement to develop the Developed Property in CFD No. 2015-2. If the levy of the Special Tax is repealed by initiative or any other action participated in by the owners of Parcels in CFD No. 2015-2, the City shall cease to levy the Special Tax and shall cease to be obligated to provide the Authorized Services for which the Special Tax was levied.

I. SEVERABILITY

The invalidity or unenforceability of any provisions of this Rate and Method of Apportionment of Special Tax shall not affect the validity or enforceability of any other provision of this Rate and Method of Apportionment of Special Tax, which shall remain in full force and effect.

RESOLUTION NO. XX-24

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OAKLEY APPROVING THE ANNEXATION (ANNEXATION NO. 41) OF PROPERTY LOCATED IN THE FUTURE ANNEXATION AREA OF

CITY OF OAKLEY
Community Facilities District No. 2015-2
(Parks, Streetlight, Landscape and Stormwater Services)

RESOLVED by the City Council (the "Council") of the City of Oakley (the "City"), County of Contra Costa, State of California, that:

WHEREAS, this Council has adopted a resolution entitled "Resolution of Formation of Community Facilities District" (the "Resolution of Formation"), ordering the formation of the (i) the "City of Oakley Community Facilities District No. 2015-2 (Parks, Streetlight, Landscape and Stormwater Services)" (the "CFD") and (ii) the "City of Oakley Community Facilities District No. 2015-2 (Parks, Streetlight, Landscape and Stormwater Services) (Future Annexation Area)," authorizing the levy of a special tax on property within the CFD, and preliminarily establishing an appropriations limit for the CFD, all pursuant to Chapter 2.5 of Part 1 of Division 2 of Title 5, commencing with Section 53311, of the California Government Code (the "Act").

WHEREAS, under the Resolution of Formation and a resolution calling special election heretofore adopted by this Council, the propositions of the levy of the special tax and the establishment of the appropriations limit were submitted to the qualified electors of the CFD as required by the Act.

WHEREAS, on January 12, 2016, a special election was held among the landowner voters within the CFD, wherein such propositions were approved by the two-thirds vote required by the Act, as confirmed by resolution of this Council.

WHEREAS, on January 19, 2016, a notice of special tax lien (the "Notice of Special Tax Lien") was recorded with the Contra Costa County Recorder's office, thereby giving notice that the lien to secure payment of the Special Tax was imposed on the land in the CFD.

WHEREAS, the owners (the "Property Owners") of Parcels 1 and 2 of Minor Subdivision Map 24-976 located within the Future Annexation Area (the "Property") have agreed to mitigate certain impacts of the proposed development of the Property by paying for certain services financed by the CFD.

WHEREAS, pursuant to the Act, the Property Owners have executed a Unanimous Approval constituting a unanimous approval and unanimous vote by the Property Owners in favor of the annexation of the Property to the CFD and the levy of the Special Tax.

NOW, THEREFORE, BE IT RESOLVED AND ORDERED, as follows:

1. Recitals. The foregoing recitals are all true and correct.

2. Approval of Annexation. The City Council hereby determines that Parcels 1 and 2 of Minor Subdivision Map 24-976 are annexed into Tax Zone No. 37 of the CFD.

3. Amendment to Notice of Special Tax Lien. The City Council hereby directs the Clerk of the City Council to record an Amendment to Notice of Special Tax Lien, evidencing that Parcels 1 and 2 of Minor Subdivision Map 24-976 are added to the CFD.

4. Boundaries Described. The revised boundaries of the CFD including Parcels 1 and 2 of Minor Subdivision Map 24-976 are described in an amended boundary map, which this City Council hereby directs the City Clerk to record with the Contra Costa County Recorder's office.

5. General Authority; Ratification of Previous Actions. The officers of the City are hereby authorized and directed, jointly and severally, to do any and all things and to execute and deliver any and all documents which they may deem necessary or advisable in order to consummate the transactions described herein or to otherwise effectuate the purposes of this resolution. Any actions previously taken by such officers that are consistent with the purposes of this resolution are hereby ratified and confirmed.

6. Effective Date. This Resolution shall take effect upon its adoption.

PASSED AND ADOPTED by the City Council of the City of Oakley this 12th day of November 2024 by the following vote:

AYES:
NOES:
ABSENT:
ABSTENTIONS:

APPROVED:

_____
Anissa Williams, Mayor

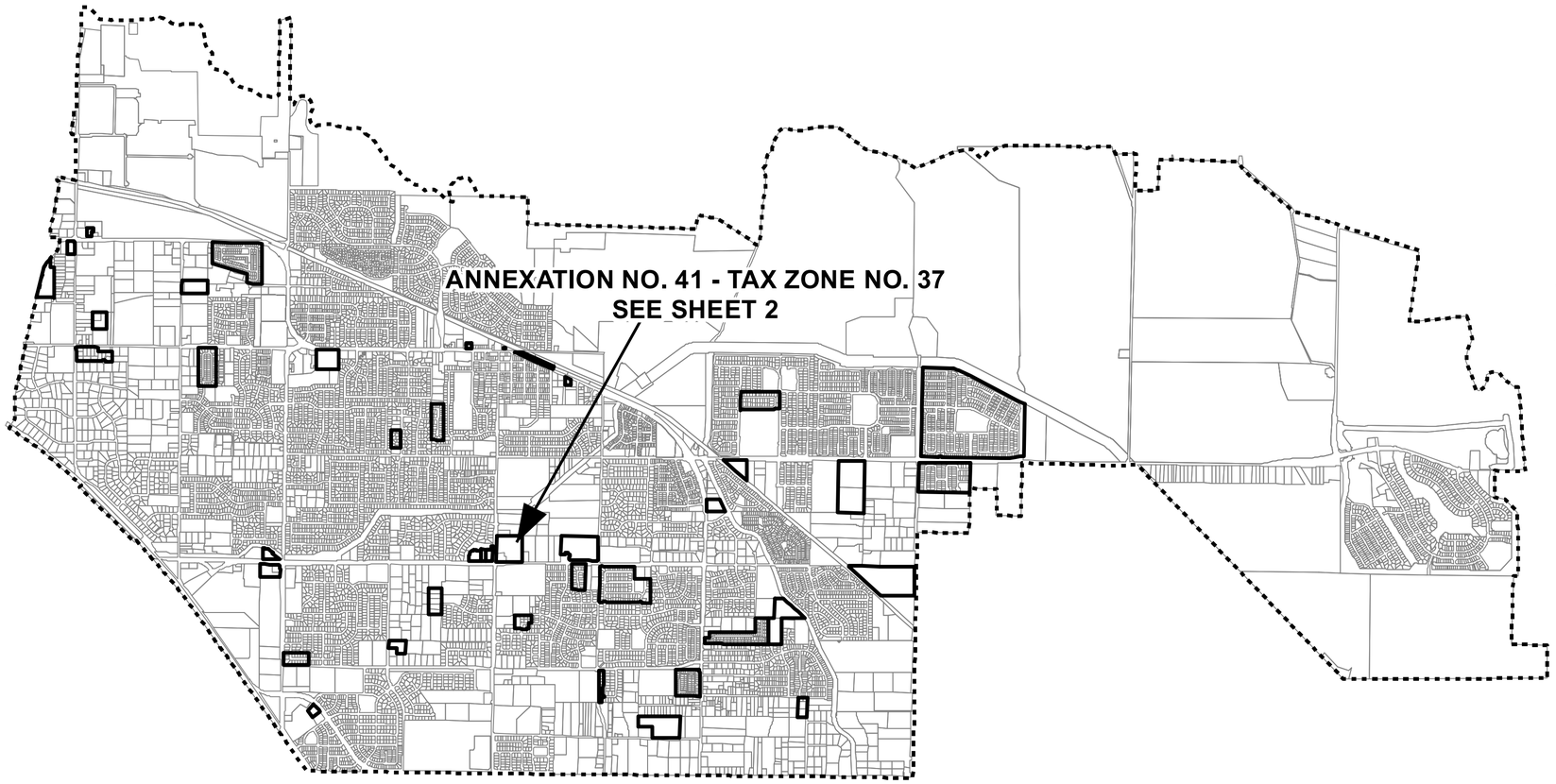
ATTEST:

_____
Libby Vreonis, City Clerk

Date

ANNEXATION MAP No. 41 TO
CITY OF OAKLEY COMMUNITY FACILITIES DISTRICT No. 2015-2
(PARKS, STREETLIGHTS, LANDSCAPE MAINTENANCE AND STORMWATER)

CITY OF OAKLEY
CONTRA COSTA COUNTY, STATE OF CALIFORNIA



FILED IN THE OFFICE OF THE CITY CLERK OF THE CITY OF OAKLEY THIS _____ DAY OF _____, 2024.

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

I HEREBY CERTIFY THAT THE WITHIN MAP SHOWING ANNEXATION No. 41 TO CITY OF OAKLEY COMMUNITY FACILITIES DISTRICT No. 2015-2 (PARKS, STREETLIGHTS, LANDSCAPE MAINTENANCE AND STORMWATER), CITY OF OAKLEY, CONTRA COSTA COUNTY, STATE OF CALIFORNIA, WAS APPROVED BY THE CITY COUNCIL OF THE CITY OF OAKLEY, AT A REGULAR MEETING THEREOF, HELD ON THE _____ DAY OF _____, 2024, BY ITS RESOLUTION No. _____.

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

FILED THIS _____ DAY OF _____, 2024, AT THE HOUR OF _____ __.M IN BOOK _____ OF MAPS OF ASSESSMENT AND COMMUNITY FACILITIES DISTRICTS AT PAGE _____, DOCUMENT No. _____ IN THE OFFICE OF THE COUNTY RECORDER IN CONTRA COSTA COUNTY, STATE OF CALIFORNIA.

_____
COUNTY RECORDER
CONTRA COSTA COUNTY
STATE OF CALIFORNIA

Legend

- CFD No. 2015-2 Boundary
- Oakley City Limits/CFD No. 2015-2 Future Annexation Area
- Parcel Lines

N

0 2,500 5,000 Feet

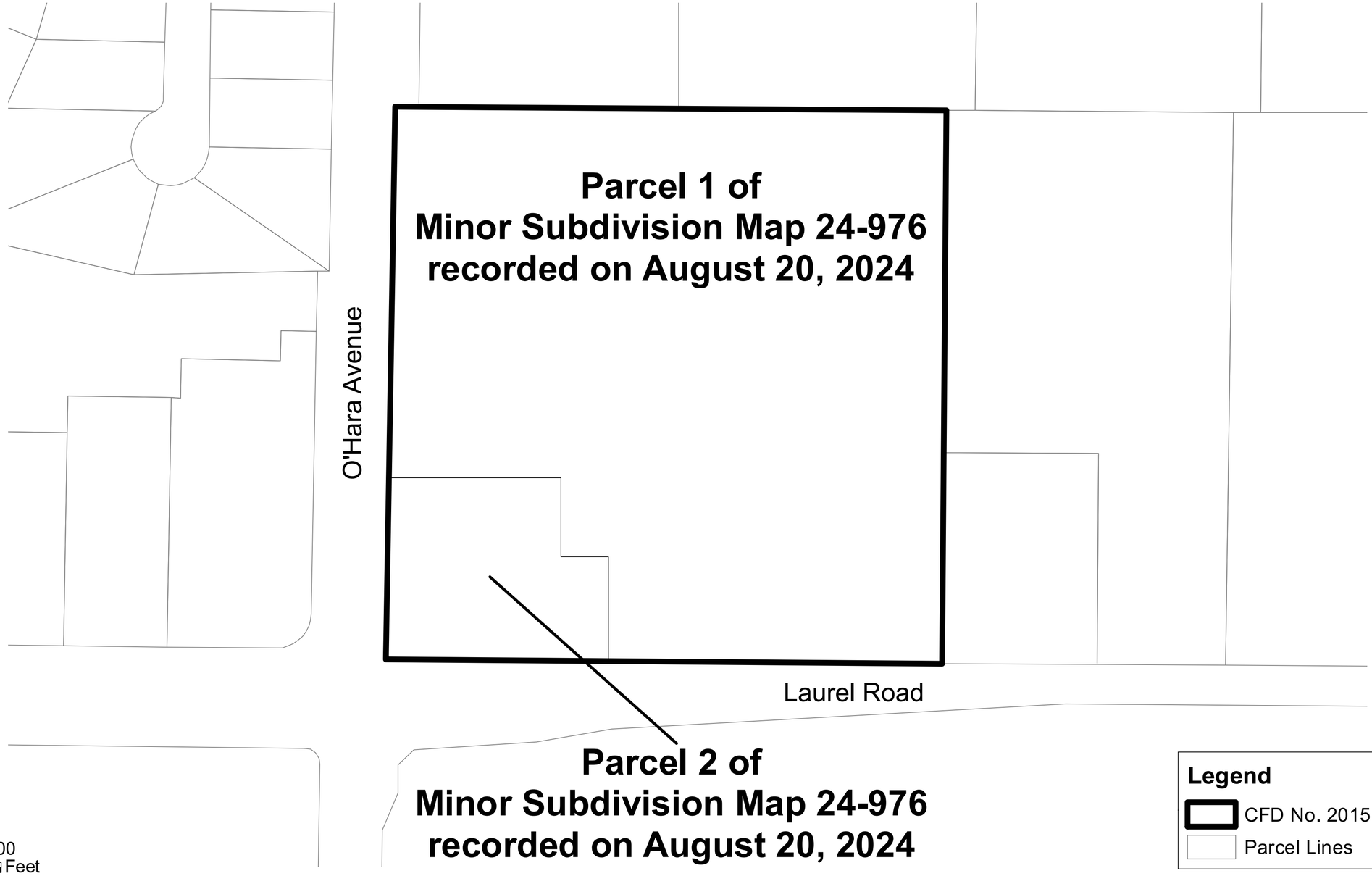
NOTE: THIS ANNEXATION MAP ANNEXES TERRITORY TO CITY OF OAKLEY COMMUNITY FACILITIES DISTRICT No. 2015-2 (PARKS, STREETLIGHTS, LANDSCAPE MAINTENANCE AND STORMWATER), CITY OF OAKLEY, CONTRA COSTA COUNTY, STATE OF CALIFORNIA, FILED IN THE OFFICE OF THE COUNTY RECORDER OF CONTRA COSTA COUNTY, STATE OF CALIFORNIA, ON THE 9TH DAY OF NOVEMBER, 2015 IN BOOK 85 OF MAPS OF ASSESSMENT AND COMMUNITY FACILITIES DISTRICT AT PAGE 20.

ASSESSOR PARCELS WITHIN BOUNDARY: FOR PARTICULARS OF LINES AND DIMENSIONS OF PARCELS, REFERENCE IS MADE TO PARCELS 1 AND 2 OF MINOR SUBDIVISION MAP 24-976.

ANNEXATION MAP No. 41 TO
CITY OF OAKLEY COMMUNITY FACILITIES DISTRICT No. 2015-2
(PARKS, STREETLIGHTS, LANDSCAPE MAINTENANCE AND STORMWATER)

CITY OF OAKLEY
CONTRA COSTA COUNTY, STATE OF CALIFORNIA

Annexation No. 41 - Tax Zone No. 37
(Oakley Shops at Laurel Fields)



RECORDING REQUESTED BY AND
AFTER RECORDATION RETURN TO:

City Clerk
City of Oakley
City Hall
3231 Main Street
Oakley, California 94561

AMENDMENT NO. 41 TO NOTICE OF SPECIAL TAX LIEN

CITY OF OAKLEY
Community Facilities District No. 2015-2
(Parks, Streetlight, Landscape and Stormwater Services)

Annexation No. 41 - Tax Zone No. 37
(Oakley Shops at Laurel Fields)

Pursuant to the requirements of Section 3117.5 of the Streets and Highways Code of California and the Mello-Roos Community Facilities Act of 1982, as amended, section 53311, et seq., of the California Government Code (the "Act"), the undersigned City Clerk of the City of Oakley (the "City"), County of Contra Costa, State of California, hereby gives notice that a lien to secure payment of a special tax, which the City is authorized to levy, is hereby imposed on the property described herein. The special tax secured by this lien is authorized to be levied for the purpose of paying for certain municipal services set forth in that certain Notice of Special Tax Lien heretofore recorded in the Office of the County Recorder of the County of Contra Costa, State of California on January 19, 2016, as Document No. 20160009045, to which reference is hereby made and the provisions of which are hereby incorporated by this reference.

This Amendment No. 41 to Notice of Special Tax Lien amends the Notice of Special Tax Lien to add to the territory of the City of Oakley Community Facilities District No. 2015-2 (Parks, Streetlight, Landscape and Stormwater Services) (the "CFD"). The territory included in the existing CFD is set forth in the map of the CFD heretofore recorded as Document No. 15-234174 in the Office of the County Recorder of the County of Contra Costa, State of California on November 9, 2015, in Book 85 at Page 20 of Maps of Assessment and Community Facilities Districts, to which reference is hereby made. The territory to be added is set forth in that certain "Annexation Map No. 41 to Community Facilities District No. 2015-2 (Parks, Streetlight, Landscape and Stormwater Services), County of Contra Costa, State of California," heretofore recorded at _____ on _____, 2024, in Book _____ at Page _____ of Maps of Assessment and Community Facilities Districts in the office of the County Recorder of the County of Contra Costa, State of California.

The rate, method of apportionment, and manner of collection of the authorized special tax, as supplemented with respect to the annexation of the territory described herein to the CFD, is set forth in Exhibit B hereto and hereby made a part hereof. The lien of the special tax is a continuing lien which shall secure the annual levy of the special tax and which shall continue in force and effect until the special tax obligation is permanently satisfied and canceled in accordance with law or until the special tax ceases to be levied and a notice of cessation of special tax is recorded in accordance with Government Code Section 53330.5.

Notice is further given that upon the recording of this notice in the office of the county recorder, the obligation to pay the special tax levy shall become a lien upon all nonexempt real property within the territory to be added to the CFD in accordance with Section 3115.5 of the Streets and Highways Code.

The assessor's tax parcel(s) numbers of all parcels or any portion thereof which are included in this Amendment No. 41 to Notice of Special Tax Lien, together with the name(s) of the owner(s) thereof, as they appear on the latest secured assessment roll as of the date of recording hereof or as are otherwise known to the City are as set forth in Exhibit A hereto and hereby made a part hereof.

For further information concerning the current and estimated future tax liability of owners or purchasers of real property subject to this special tax lien, interested persons should contact the Finance Director of the City of Oakley, City Hall, 3231 Main Street, Oakley, California 94561, telephone number (925) 625-7000.

Dated: As of _____, 2024

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

EXHIBIT A

CITY OF OAKLEY
Community Facilities District No. 2015-2
(Parks, Streetlight, Landscape and Stormwater Services)

Annexation No. 41 – Tax Zone No. 37

PARCEL DESCRIPTION AND OWNER OF LAND WITHIN ANNEXATION NO. 41 – TAX ZONE NO. 37

Parcel Description	Name(s) of Property Owner(s)
Parcel 1 of Minor Subdivision Map 24-976	Oakley Regency, LLC
Parcel 2 of Minor Subdivision Map 24-976	Safeway Inc.

EXHIBIT B

CITY OF OAKLEY
Community Facilities District No. 2015-2
(Parks, Streetlight, Landscape and Stormwater Services)

SUPPLEMENT TO THE RATE AND METHOD OF APPORTIONMENT OF SPECIAL TAX – TAX ZONE NO. 37

Special Taxes in the City of Oakley Community Facilities District No. 2015-2 (Parks, Streetlight, Landscape and Stormwater Services) (the "CFD" or "CFD No. 2015-2") shall be levied and collected according to the tax liability determined by the Administrator through the application of the appropriate amount or rate for Taxable Property, as described below. All the property in CFD No. 2015-2, unless exempted by law or by the provisions of Section E herein, shall be taxed for the purposes, to the extent, and in the manner herein provided, including property subsequently annexed to CFD No. 2015-2, unless a separate Rate and Method of Apportionment of Special Tax is adopted for such annexation area.

Property annexed to City of Oakley Community Facilities District No. 2015-2 (Parks, Streetlight, Landscape and Stormwater Services) pursuant to Annexation No. 41 will be annexed to Tax Zone No. 37 per the Supplement to the Rate and Method of Apportionment of Special Tax shown below.

A. DEFINITIONS

The terms hereinafter set forth have the following meanings:

"Accessory Unit" means a second residential unit of reduced size (e.g., granny cottage, etc.) that shares a Parcel with a Residential Unit.

"Acre" or **"Acreage"** means the land area of an Assessor's Parcel as shown on an Assessor's Parcel Map, or if the land area is not shown on an Assessor's Parcel Map, the land area shown on the applicable Final Map or other recorded County parcel map.

"Act" means the Mello-Roos Community Facilities Act of 1982, as amended, being Chapter 2.5 (commencing with Section 53311), Division 2, of Title 5 of the Government Code of the State of California.

"Administrative Expenses" means the following actual or reasonably estimated costs directly related to the administration of CFD No. 2015-2: the costs of computing the Special Tax and preparing the annual Special Tax collection schedules (whether by the City or any designee thereof or both); the costs of collecting the Special Taxes; the costs to the City, CFD No. 2015-2, or any designee thereof of

complying with disclosure requirements associated with the Act; the costs associated with preparing Special Tax disclosure statements and responding to public inquiries, protests, or appeals regarding the Special Taxes; and the City's annual administration fees and third party expenses. Administrative Expenses shall also include amounts estimated or advanced by the City or CFD No. 2015-2 for any other administrative purposes of CFD No. 2015-2, including attorney's fees, costs associated with annexations to CFD No. 2015-2, and other costs related to commencing and pursuing to completion any foreclosure of delinquent Special Taxes.

"Administrator" means an official of the City, or any designee thereof, responsible for determining the Special Tax Requirement and providing for the levy and collection of the Special Tax.

"Assessor's Parcel" or **"Parcel"** means a lot or parcel shown on an Assessor's Parcel Map with an assigned Assessor's Parcel Number.

"Assessor's Parcel Map" means an official map of the County Assessor designating parcels by Assessor's Parcel Number.

"Assessor's Parcel Number" or **"APN"** means a unique number assigned to an Assessor's Parcel by the County Assessor for purposes of identifying a property.

"Authorized Services" means the public services authorized to be funded by CFD No. 2015-2 as set forth in the documents adopted by the Council when CFD No. 2015-2 was formed.

"Building Permit" means a building permit issued by the City and having a building structure improvement valuation over $50,000. Building Permits for the construction of ancillary structures such as fences, swimming pools, retaining walls, etc. are excluded.

"**CFD" or "CFD No. 2015-2"** means the City of Oakley Community Facilities District No. 2015-2 (Parks, Streetlight, Landscape and Stormwater Services).

"City" means the City of Oakley.

"City Landscape Maintenance Standards" means the then applicable landscape maintenance standards or then applicable level of service for then applicable landscape maintenance contracts executed by the City that are in effect and relate to similar landscaping improvements.

"City Manager" means the City Manager of the City of Oakley.

"Commercial Unit" means an individual building structure for commercial uses as defined per the County Assessor (e.g., grocery stores, shopping centers, motel, hotel, service stations, and offices).

"Condominium Parcel" means a Parcel designated by the County Assessor as having a condominium, townhome, cluster home and co-op land use.

"Council" means the City Council of the City of Oakley, acting as the legislative body for CFD No. 2015-2.

"County" means the County of Contra Costa.

"County Assessor" means the Contra Costa County Assessor.

"County Land Use Code" means the land use code assigned to an Assessor's Parcel as indicated in the records of the County Assessor.

"Developed Property" means, in any Fiscal Year, all Parcels of Taxable Property for which a Building Permit was issued by the City for construction of a residential structure or a non-residential structure on or prior to June 30 of the preceding Fiscal Year. In the absence of a Building Permit, any Parcel of Taxable Property shall be classified as "Developed Property" if it has been occupied by a user as determined by the Administrator on or prior to June 30 of the preceding Fiscal Year.

"Final Map" or "Parcel Map" means a final map approved by the City pursuant to the Subdivision Map Act (California Government Code Section 66410, *et seq.*) that creates individual lots on which a Building Permit can be issued for construction of Residential Units without further subdivision of the lots.

"Fiscal Year" means the period starting on July 1 and ending on the following June 30.

"Industrial" means an individual building structure for industrial uses as defined per the County Assessor (e.g., research and development, mini-warehouse, etc.).

"Institutional" means an individual building structure for institutional uses as defined per the County Assessor (e.g., churches, hospitals, assisted living, schools, etc.).

"Land Use Classification" means the current or intended use of a Taxable Parcel as determined by the Taxable Parcel's County Land Use Code.

"Maximum Special Tax" means, for each Special Tax Component, the maximum Special Tax, determined in accordance with Section C herein, which can be levied in any Fiscal Year.

"Mixed Use Parcel" means a Parcel designated by the County Assessor as having a multiple land uses such as residential land uses and commercial land uses, or multi-family land uses and commercial land uses.

"Multi-Family Parcel" means a Parcel designated by the County Assessor as having a multi-family residential land uses which includes duplexes, triplexes, fourplexes and apartments.

"Non-Residential Parcel" means for each Fiscal Year, all Assessor Parcels designated by the County Assessor with a County Land Use Code of Commercial, Industrial, or Institutional. If it is determined by the Administrator that the County Assessor has assigned an incorrect County Land Use Code or the assigned County Land Use Code does not correctly describe the intended or current use of the Taxable Parcel, the Administrator may assign a Land Use Classification to the Taxable Parcel described in Section C below.

"Non-Residential Parcel – In Compliance" this definition only applies for the purpose of calculating the annual neighborhood parks and landscaping maintenance tax component and means for each Fiscal Year, an Assessor Parcel designated by the County Assessor with a County Land Use Code of Commercial, Industrial, or Institutional for which the Property Owner of the Commercial, Industrial, or Institutional Parcel has notified the City in writing by the preceding February 1st that it will maintain its parcel's frontage landscaping during the immediate following fiscal year and the City Manager or his/her designee has determined that the Property Owner has maintained its Parcel's frontage landscaping in previous Fiscal Years to City Landscape Maintenance Standards. In addition, in order for any Commercial, Industrial, or Institutional Parcel within a Tax Zone of CFD No. 2015-2 to be defined as a Non-Residential Parcel – In Compliance, all Non-Residential Parcels within the Tax Zone must also be defined as Non-Residential Parcel – In Compliance.

"Non-Residential Parcel – Out of Compliance" this definition only applies for the purpose of calculating the annual neighborhood parks and landscaping maintenance tax component and means for each Fiscal Year, an Assessor Parcel designated by the County Assessor with a County Land Use Code of Commercial, Industrial, or Institutional for which the Property Owner of the Non-Residential Parcel has not notified the City in writing by the preceding February 1st that it will maintain its parcel's frontage landscaping during the immediate following fiscal year or the City Manager or his/her designee has determined that the Property Owner has not maintained its Parcel's frontage landscaping in previous Fiscal Years to City Landscape Maintenance Standards. In addition, if any Non-Residential Parcel within a Tax Zone of CFD No. 2015-2 is defined as a Non-Residential Parcel – Out of Compliance, then all Non-Residential Parcels within the Tax Zone must also be defined as Non-Residential Parcel – Out of Compliance.

"Property Owner" means the Property Owner of record per current County Assessor records unless more current information is available such as recorded deed of sale, etc.

"Proportionately" means, for Developed Property, that the ratio of the actual annual Special Tax levied in any Fiscal Year to the Maximum Special Tax authorized to be levied in that Fiscal Year is equal for all Assessor's Parcels of Developed Property. For Undeveloped Property, "Proportionately" means that the ratio of the actual annual Special Tax levied in any Fiscal Year to the Maximum Special Tax authorized to be levied in that Fiscal Year is equal for all Assessor's Parcels of Undeveloped Property.

"Public Property" means, for each Fiscal Year: (i) any property within the boundaries of CFD No. 2015-2 that is owned by or irrevocably offered for dedication to the federal government, the State of California, the City or any other public agency; provided, however, that any property leased by a public agency to a private entity and subject to taxation under Section 53340.1 of the Act (as such section may be amended or replaced) shall be taxed and classified in accordance with its use; or (ii) any property within the boundaries of CFD No. 2015-2 that is encumbered by an unmanned utility easement making impractical its utilization for other than the purpose set forth in the easement.

"Residential Unit" means an individual building structure for residential or multi-family residential uses as defined per the County Assessor. An Accessory Unit that shares a Parcel with a Residential Unit shall not be considered a separate Residential Unit for purposes of this RMA.

"RMA" means this Rate and Method of Apportionment of Special Tax.

"Single-Family Parcel" means a Parcel designated by the County Assessor as having a single-family residential land use. If it is determined by the Administrator that the County Assessor has assigned an incorrect County Land Use Code or the assigned County Land Use Code does not correctly describe the intended or current use of the Taxable Parcel, the Administrator may assign a Land Use Classification to the Taxable Parcel described in Section C below.

"Special Tax" means any tax levied within CFD No. 2015-2 to pay the Special Tax Requirement, and includes each Special Tax Component.

"Special Tax Component" means one of the following components of the Special Tax: Community Park Maintenance Tax, Streetlighting Maintenance Tax, Neighborhood Parks and Landscape Maintenance Tax, or Stormwater Maintenance Tax.

"Special Tax Requirement" means, for each Special Tax Component, the amount of revenue needed in any Fiscal Year to pay for the following: (i) Authorized

Services related to the Special Tax Component; (ii) Administrative Expenses attributable to the Special Tax Component; and (iii) amounts needed to cover any delinquencies in the payment of the Special Tax Component which occurred in the previous Fiscal Year or, based on delinquency rates in prior years, may be expected to occur in the Fiscal Year in which the Special Tax will be collected.

"Taxable Property" or "Taxable Parcels" means all Assessors' Parcels within the boundaries of CFD No. 2015-2 that are not exempt from the Special Tax pursuant to law or Section E herein.

"Tax Zone" means a mutually exclusive geographic area within which the Special Tax may be levied pursuant to this RMA. All the property within CFD No. 2015-2 at the time of CFD Formation is within Tax Zone 1. Additional Tax Zones may be created when property is annexed to CFD No. 2015-2, and a separate Maximum Special Tax shall be identified for property within the new Tax Zone at the time of such annexation. The Assessor's Parcels included within a new Tax Zone established when such Parcels are annexed to CFD No. 2015-2 shall be identified by Assessor's Parcel Number in the Unanimous Approval Form that is signed by the owner(s) of the Parcels at the time of annexation.

"Unanimous Approval Form" means that form executed by the record owner(s) of fee title to a Parcel or Parcels annexed into CFD No. 2015-2 that constitutes the property owner's approval and unanimous vote in favor of annexing into CFD No. 2015-2, the levy of the Special Tax against his/her Parcel or Parcels pursuant to this RMA.

"Undeveloped Property" means, in any Fiscal Year, all Parcels of Taxable Property in CFD No. 2015-2 that are not classified as Developed Property.

B. DATA FOR ANNUAL TAX LEVY

Each Fiscal Year, the Administrator shall identify the current Assessor's Parcel Numbers for all Parcels of Taxable Property within CFD No. 2015-2. The Administrator shall also determine: (i) whether each Assessor's Parcel of Taxable Property is Developed Property or Undeveloped Property, and (ii) the Special Tax Requirement for each Special Tax Component for the then-current Fiscal Year. Each Special Tax Component shall be levied only to pay for the related Special Tax Requirement.

In any Fiscal Year, if it is determined that (i) a Final Map or Parcel Map for a portion of property in CFD No. 2015-2 was recorded after the last date upon which the County Assessor will incorporate the newly-created Parcels into the then current tax roll, (ii) because of the date the Final Map or Parcel Map was recorded, the County Assessor does not yet recognize the new Parcels that will be created by the Final Map or Parcel Map, and (iii) one or more of the newly-created Parcels would meet the definition of Developed Property, the Administrator shall calculate the Special Tax for

the property affected by recordation of the Final Map or Parcel Map by determining the Special Tax that applies separately to each new Parcel that will be created by that Final Map or Parcel Map, then applying the sum of the individual Special Taxes to the Parcel that was subdivided by recordation of the Final Map or Parcel Map.

C. MAXIMUM SPECIAL TAXES

1. Developed Property - The Fiscal Year 2024-25 Maximum Special Tax for each Special Tax Component for all Parcels of Developed Property shall be as shown in Table 1 below:

Table 1: Developed Property

Special Tax Component	Land Use Classification	FY 2024-25 Maximum Tax
Regional Park Maintenance Tax	Single-Family Parcel	$170.12 per Parcel
Regional Park Maintenance Tax	Condominium Parcel	$127.59 per Parcel
Regional Park Maintenance Tax	Multi-Family Parcel	$85.06 per Unit
Regional Park Maintenance Tax	Non-Residential Parcel	$510.36 per Acre
Community Parks Maintenance Tax	Single-Family Parcel	$375.68 per Parcel
Community Parks Maintenance Tax	Condominium Parcel	$281.76 per Parcel
Community Parks Maintenance Tax	Multi-Family Parcel	$187.85 per Unit
Community Parks Maintenance Tax	Non-Residential Parcel	$1,127.04 per Acre
Streetlighting Maintenance Tax	Single-Family Parcel	$74.17 per Parcel
Streetlighting Maintenance Tax	Condominium Parcel	$55.63 per Parcel
Streetlighting Maintenance Tax	Multi-Family Parcel	$37.09 per Unit
Streetlighting Maintenance Tax	Non-Residential Parcel	$222.52 per Acre
Neighborhood Parks & Landscaping Maintenance Tax	Single-Family Parcel	$0.00 per Parcel
Neighborhood Parks & Landscaping Maintenance Tax	Condominium Parcel	$0.00 per Parcel
Neighborhood Parks & Landscaping Maintenance Tax	Multi-Family Parcel	$0.00 per Unit
Neighborhood Parks & Landscaping Maintenance Tax	Non-Residential Parcel - In Compliance	$0.00 per Acre
Neighborhood Parks & Landscaping Maintenance Tax	Non-Residential Parcel - Out of Compliance	$0.00 per Acre
Stormwater/Water Quality Maintenance Tax	Single-Family Parcel	$0.00 per Parcel
Stormwater/Water Quality Maintenance Tax	Condominium Parcel	$0.00 per Parcel
Stormwater/Water Quality Maintenance Tax	Multi-Family Parcel	$0.00 per Unit
Stormwater/Water Quality Maintenance Tax	Non-Residential Parcel	$1,438.78 per Acre

Mixed Use Parcels will have their Maximum Tax calculated each Fiscal Year based upon their combined uses on the Parcel. For example, if a one-acre parcel has commercial on the ground floor and 50 condominiums on the second floor the property owner will be charged the Non-Residential Parcel rate for one acre and the Condominium Parcel Rate for the 50 condominiums.

2. Undeveloped Property - The Fiscal Year 2024-25 Maximum Special Tax for each Special Tax Component for all Parcels of Undeveloped Property shall be as shown in Table 2 below:

Table 2: Undeveloped Property

Special Tax Component	Land Use Classification	FY 2024-25 Maximum Tax
Regional Park Maintenance Tax	Single-Family Parcel	$510.36 per Acre
Regional Park Maintenance Tax	Condominium Parcel	$382.77 per Acre
Regional Park Maintenance Tax	Multi-Family Parcel	$255.18 per Acre
Regional Park Maintenance Tax	Non-Residential Parcel	$255.18 per Acre
Community Parks Maintenance Tax	Single-Family Parcel	$1,127.04 per Acre
Community Parks Maintenance Tax	Condominium Parcel	$845.28 per Acre
Community Parks Maintenance Tax	Multi-Family Parcel	$563.52 per Acre
Community Parks Maintenance Tax	Non-Residential Parcel	$563.52 per Acre
Streetlighting Maintenance Tax	Single-Family Parcel	$222.52 per Acre
Streetlighting Maintenance Tax	Condominium Parcel	$166.88 per Acre
Streetlighting Maintenance Tax	Multi-Family Parcel	$111.27 per Acre
Streetlighting Maintenance Tax	Non-Residential Parcel	$111.27 per Acre
Neighborhood Parks & Landscaping Maintenance Tax	Single-Family Parcel	$0.00 per Acre
Neighborhood Parks & Landscaping Maintenance Tax	Condominium Parcel	$0.00 per Acre
Neighborhood Parks & Landscaping Maintenance Tax	Multi-Family Parcel	$0.00 per Acre
Neighborhood Parks & Landscaping Maintenance Tax	Non-Residential Parcel - In Compliance	$0.00 per Acre
Neighborhood Parks & Landscaping Maintenance Tax	Non-Residential Parcel - Out of Compliance	$0.00 per Acre
Stormwater/Water Quality Maintenance Tax	Single-Family Parcel	$0.00 per Acre
Stormwater/Water Quality Maintenance Tax	Condominium Parcel	$0.00 per Acre
Stormwater/Water Quality Maintenance Tax	Multi-Family Parcel	$0.00 per Acre
Stormwater/Water Quality Maintenance Tax	Non-Residential Parcel	$1,438.78 per Acre

3. Escalation of Maximum Special Tax

On July 1, 2025, and each July 1 thereafter, the Maximum Special Tax for each Special Tax Component for the current Fiscal Year for Developed Property and Undeveloped Property shall be increased from the Maximum Special Tax for the respective Special Tax Component for the previous Fiscal Year by Consumer Price Index – All Urban Consumers (San Francisco-Oakland-San Jose, CA) (from February) with a minimum annual increase of three (3.00%) percent and a maximum annual increase of five (5.00%) percent for any given year.

D. METHOD OF LEVY AND COLLECTION OF SPECIAL TAXES

Each Fiscal Year, the Administrator shall determine the Special Tax Requirement for each Special Tax Component for that Fiscal Year and levy each Special Tax Component on all Parcels of Taxable Property as follows:

Step 1: Each Special Tax Component shall be levied Proportionately on each Parcel of Developed Property up to 100% of the Maximum Special Tax for each Parcel of Developed Property for such Fiscal Year until the amount levied is equal to the Special Tax Requirement for such Special Tax Component;

Step 2: If additional revenue is needed after Step 1, each Special Tax Component shall be levied Proportionately on each Parcel of Undeveloped Property up to 100% of the Maximum Special Tax for each Parcel of Undeveloped Property for such Fiscal Year until the amount levied, when combined with the amount of the Special Tax Component levied pursuant to Step 1, is equal to the Special Tax Requirement for such Special Tax Component.

The Special Tax for CFD No. 2015-2 shall be collected at the same time and in the same manner as ordinary ad valorem property taxes provided, however, that the City may (under the authority of Government Code Section 53340) collect Special Taxes at a different time or in a different manner if necessary to meet the financial obligations of CFD No. 2015-2, and the Special Tax shall be subject to foreclosure if delinquent regardless of the manner in which it was collected.

E. EXEMPTIONS

No Special Tax shall be levied on Parcels of Public Property or any privately-owned Parcels that are non-developable, such as common areas, wetlands, and open space, parks, etc. except as otherwise provided in this RMA and in the Act.

F. INTERPRETATION OF SPECIAL TAX FORMULA

The City reserves the right to make minor administrative and technical changes to this document that does not materially affect the rate and method of apportioning Special Taxes. In addition, the interpretation and application of any section of this document shall be left to the City's discretion. Interpretations may be made by the City through a resolution of the Council for purposes of clarifying any vagueness or ambiguity in this RMA.

G. TERM OF THE SPECIAL TAX

The Special Tax shall be levied in perpetuity as necessary to pay the Special Tax Requirement.

H. REPEAL OF THE SPECIAL TAX

CFD No. 2015-2 was established to levy the Special Tax to finance the Authorized Services as a condition of the entitlement to develop the Developed Property in CFD No. 2015-2. If the levy of the Special Tax is repealed by initiative or any other action participated in by the owners of Parcels in CFD No. 2015-2, the City shall cease to levy the Special Tax and shall cease to be obligated to provide the Authorized Services for which the Special Tax was levied.

I. SEVERABILITY

The invalidity or unenforceability of any provisions of this Rate and Method of Apportionment of Special Tax shall not affect the validity or enforceability of any other provision of this Rate and Method of Apportionment of Special Tax, which shall remain in full force and effect.

DATE: November 12, 2024

TO: Joshua McMurray, City Manager

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

Approved and Forwarded to the City Council

SUBJECT: Ratify Election: Adopt Ordinance No. 14-24 Authorizing the Levy of a Special Tax on Parcels of Land within Tax Area Zone 193 within the Oakley Special Police Tax Area for Police Protection Services for the Oakley Shops at Laurel Fields project located at 998 Laurel Road (Parcels 1 and 2 of Minor Subdivision Map 24-976)

Background and Analysis

On July 2, 2024, the City Planning Commission approved a tentative parcel map with certain Conditions of Approval for the proposed Oakley Shops at Laurel Fields project (the "Project"). The Project is designated as Commercial (CO) in the Oakley 2020 General Plan and zoned RB (Retail Business) District on the City of Oakley Zoning Map. The Project is currently comprised of Parcels 1 and 2 of Minor Subdivision Map 24-976: Parcel 1 containing a 78,645 square foot shopping center and Parcel 2 containing a 3,083 square foot service station.

The Conditions of Approval for the Project require the property owners to mitigate the financial impact that their project has on the City's police services budget. The City of Oakley previously formed the Oakley Special Police Tax Area District that authorizes the levy of an annual special tax on parcels to mitigate their financial impact to the City's police services budget. The property owners for the Project have requested the City assist with annexing the project into the Oakley Special Police Tax Area to satisfy their Conditions of Approval.

On September 10, 2024, the City Council introduced Ordinance No. 14-24 which would authorize a special tax for police services within Zone 193 subject to property owner voter approval. On October 11, 2024, the City Clerk conducted the property owner election. There were two (2) ballots issued to the property owners representing the Project. The City Clerk tabulated the property owner ballots, and the property owners were in favor of annexing into the Oakley Special Police Tax Area as Zone 193.

Consistency with the Oakley Strategic Plan 27+

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

Fiscal Impact

There will be no financial impact to the City's General Fund. The applicant has funded all costs associated with the annexation of Zone 193 to the Oakley Special Police Tax Area. The Fiscal Year 2024-25 special tax rate is $5,322.56/parcel for shopping center parcels and $2,661.28/parcel for service station parcels (Fiscal Year 2024-25 rates). The project is anticipated to consist of one shopping center parcel and one service station parcel at build-out. Therefore, the successful creation of the Zone is expected to provide up to $7,983.84 (in Fiscal Year 2024-25 dollars) in revenue annually at build-out. The taxes can be collected on the property tax rolls commencing in Fiscal Year 2025-26.

Staff Recommendation

Staff recommend that the City Council ratify the election and adopt Ordinance No. 14-24 authorizing the levy of a special tax on parcels of land within Tax Area Zone 193 within the Oakley Special Police Tax Area for Police Protection Services for the Oakley Shops at Laurel Fields project located at 998 Laurel Road (Parcels 1 and 2 of Minor Subdivision Map 24-976).

Attachments

1. Two (2) Signed Ballots
2. Ordinance No. 14-24
    1. Exhibit A – Boundary Map for Police Tax Area Zone 193
    2. Exhibit B – Tax Rate Schedule for Fiscal Year 2024-25

SPECIAL POLICE TAX AREA BALLOT
CREATING ZONE 193 FOR THE OAKLEY SHOPS AT LAUREL FIELDS PROJECT
LOCATED AT 998 LAUREL ROAD

Parcel Description: Parcel 1 of Minor Subdivision Map 24-976

Record Owner: Oakley Regency, LLC

Address: 998 Laurel Road

Shall Ordinance No. 14-24 of the City Council of the City of Oakley be approved so as to authorize a special tax on property located in Zone 193 of the Oakley Special Police Tax Area to maintain the present level of police protection service and provide additional funding for increased police protection service? The initial annual special tax rate is $5,322.56 per parcel for County use code 42 (Shopping Centers), $2,661.28 per parcel for County use code 35 (Service Stations, Car Wash), and $665.32 per vacant parcel per the current FY 2024-25 rate schedule.

__X__ Yes, Ordinance No. 14-24 shall be approved.

_____ No, Ordinance No. 14-24 shall not be approved.

D-JL//-
Signature of Authorized Representative for Oakley Regency, LLC

Doug Shaffer
Printed Name

SVP, Senior Market Officer
Title

SPECIAL POLICE TAX AREA BALLOT
CREATING ZONE 193 FOR THE OAKLEY SHOPS AT LAUREL FIELDS PROJECT
LOCATED AT 998 LAUREL ROAD

Parcel Description: Parcel 2 of Minor Subdivision Map 24-976

Record Owner: Safeway Inc.

Address: 998 Laurel Road

Shall Ordinance No. 14-24 of the City Council of the City of Oakley be approved so as to authorize a special tax on property located in Zone 193 of the Oakley Special Police Tax Area to maintain the present level of police protection service and provide additional funding for increased police protection service? The initial annual special tax rate is $5,322.56 per parcel for County use code 42 (Shopping Centers), $2,661.28 per parcel for County use code 35 (Service Stations, Car Wash), and $665.32 per vacant parcel per the current FY 2024-25 rate schedule.

X Yes, Ordinance No. 14-24 shall be approved.

_____ No, Ordinance No. 14-24 shall not be approved.

Marilyn K. Bearsley
Signature of Authorized Representative for Safeway Inc.

MARILYN K. BEARSLEY
Printed Name

VICE PRESIDENT
Title

NE

ORDINANCE NO. 14-24

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF OAKLEY ESTABLISHING OAKLEY SPECIAL POLICE TAX AREA ZONE 193 WITHIN THE OAKLEY SPECIAL POLICE TAX AREA FOR A SPECIAL TAX FOR POLICE PROTECTION SERVICES FOR THE OAKLEY SHOPS AT LAUREL FIELDS PROJECT LOCATED AT 998 LAUREL ROAD (PARCELS 1 AND 2 OF MINOR SUBDIVISION MAP 24-976)

The Voters of the City of Oakley do ordain as follows:

Section 1. Purpose, Intent and Authority.

It is the purpose and intent of this Ordinance to authorize the levy of a special tax on real property that is within Oakley Special Police Tax Area Zone 193 of the Oakley Special Police Tax Area as shown on the Exhibit A map attached hereto in order to provide funding for police protection to serve the property and persons within said Zone.

This Tax is a special tax within the meaning of Section 4 of Article XIIIA of the California Constitution. Because the burden of this tax falls upon property, this tax also is a property tax, but this tax is not determined according to nor in any manner based upon the value of property; this tax is levied on a parcel and use of property basis. Insofar as not inconsistent with this Ordinance or with legislation authorizing special taxes and insofar as applicable to a property tax that is not based on value, such provisions of the California Revenue and Taxation Code and of Article XIII of the California Constitution as relate to ad valorem property taxes are intended to apply to the collection and administration of this tax (Section 4 of this Ordinance), as authorized by law.

The revenues raised by this tax are to be used solely for the purposes of obtaining, furnishing, operating, and maintaining police protection equipment or apparatus, for paying the salaries and benefits of police protection personnel, and for such other police protection service expenses as are deemed necessary for the benefit of the residents of Zone 193.

This Ordinance is enacted pursuant to the authority of Government Code Section 53978.

Section 2. Definitions.

The following definitions shall apply throughout this Ordinance.

A. "Constant first year dollars" shall mean an actual dollar amount which, in years subsequent to the first fiscal year the tax is levied, shall have the same purchasing price as the base amount in first fiscal year dollars as measured by the actual cost of services for the City of Oakley's cost of obtaining police services. The base amount shall be the

amount of tax per parcel as specified in Section 3.A herein. The adjustments from actual to constant dollars shall be made by use of the actual cost of services, as specified in Section 3.B herein.

B. "Fiscal year" means the period of July 1 through the following June 30.

C. "Oakley Special Police Tax Area" includes all properties within the jurisdictional limits of the City of Oakley.

D. Oakley Special Police Tax Area Zone 193 (hereinafter called "Zone") means that portion of the incorporated area of the City of Oakley located within the boundaries as shown on the map Exhibit A hereto.

E. "Parcel" means the land and any improvements thereon, designated by an assessor's parcel map and parcel number and carried on the secured property tax roll of Contra Costa County. For the purposes of this Ordinance, parcel does not include any land or improvements outside the boundaries of Zone 193, nor any land or improvements owned by any governmental entity.

F. Pursuant to Government Code §53978, "voter" means a person owning real property within the Zone at the time this Ordinance was adopted, as shown on the last equalized assessment role prepared by the Contra Costa County Assessor's Office.

Section 3. Amount and Level of Taxes.

The tax per year on each parcel in the Zone shall not exceed the amount applicable to the parcel, as specified below.

A. For First Fiscal Year:

The tax per year for the first fiscal year (July 1, 2024 through June 30, 2025) shall be the amount of Tax Per Parcel for a Property Use Code Category as set forth on Exhibit B hereto. If any new development, including new residential units, is completed prior to the tax being effective for the first fiscal year, the owner of the Parcel, as shown on the latest assessment roll, shall pay the tax for the remainder of such fiscal year on a pro-rated basis to the City, no later than receipt of Certificate of Occupancy or final building permit inspection.

B. For Subsequent Fiscal Year:

The tax rates shown in Exhibit B shall be automatically adjusted on July 1 of each year, beginning on July 1, 2025, by the increase in the Consumer Price Index for all Urban Consumers for the San Francisco-Oakland Bay Area and applying that rate to the prior year amounts for each property use code category. However, the City Council reserves the right to itself the opportunity to adjust the rate in the following year if the CPI adjustment is insufficient to reimburse the City for the costs of providing levels of police services as approved by the City Council.

In no event shall the tax per parcel for any fiscal year be less than the amount established for the previous fiscal year.

C. The taxes levied on each parcel pursuant to this Article shall be a charge upon the parcel and shall be due and collectible as set forth in Section 4, below.

Section 4. Collection and Administration.

A. Taxes as Liens Against the Property.

The amount of taxes for each parcel each year shall constitute a lien on such property, in accordance with Revenue and Taxation Code Section 2187, and shall have the same effect as an ad valorem real property tax lien until fully paid.

B. Collection.

The taxes on each parcel shall be billed on the secured roll tax bills for ad valorem property taxes and are to be collected in the same manner in which the County of Contra Costa collects secured roll ad valorem property taxes. Insofar as feasible and insofar as not inconsistent with this Ordinance, the times and procedure regarding exceptions, due dates, installment payments, corrections, cancellations, refunds, late payments, penalties, liens, and collections for secured roll ad valorem property taxes shall be applicable to the collection of this tax. Notwithstanding anything to the contrary in the foregoing, as to this tax:

i) The secured roll tax bills shall be the only notices required for this tax, and
ii) The homeowners and veterans exemptions shall not be applicable because such exemptions are determined by dollar amount of value.

C. Costs of Administration by County.

The reasonable costs incurred by the County officers collecting and administering this tax shall be deducted from the collected taxes.

Section 5. Severability Clause.

If any article, section, subsection, sentence, phrase or clause of this Ordinance is for any reason held to be invalid, such decision shall not affect the validity of the remaining portion of this Ordinance. The voters of the Zone hereby declare that they would have adopted the remainder of this Ordinance, including each article, section, subsection, sentenced phrase or clause, irrespective of the invalidity of any other article, section, subsection, sentence, phrase or clause.

Section 6. Effective Date and Posting.

This Ordinance shall take effect immediately upon its confirmation by two-thirds of the voters voting within the Zone in an election to be held on October 11, 2024, so that taxes shall first be collected hereunder for the tax year beginning July 1, 2025. If not confirmed by two-thirds of the voters participating in the election, this Ordinance and the tax approved herein shall not become effective.

PASSED AND ADOPTED by the City Council of the City of Oakley this 12th day of November 2024 by the following vote:

AYES:
NOES:
ABSTENTION:
ABSENT:

APPROVED:

_____
Anissa Williams, Mayor

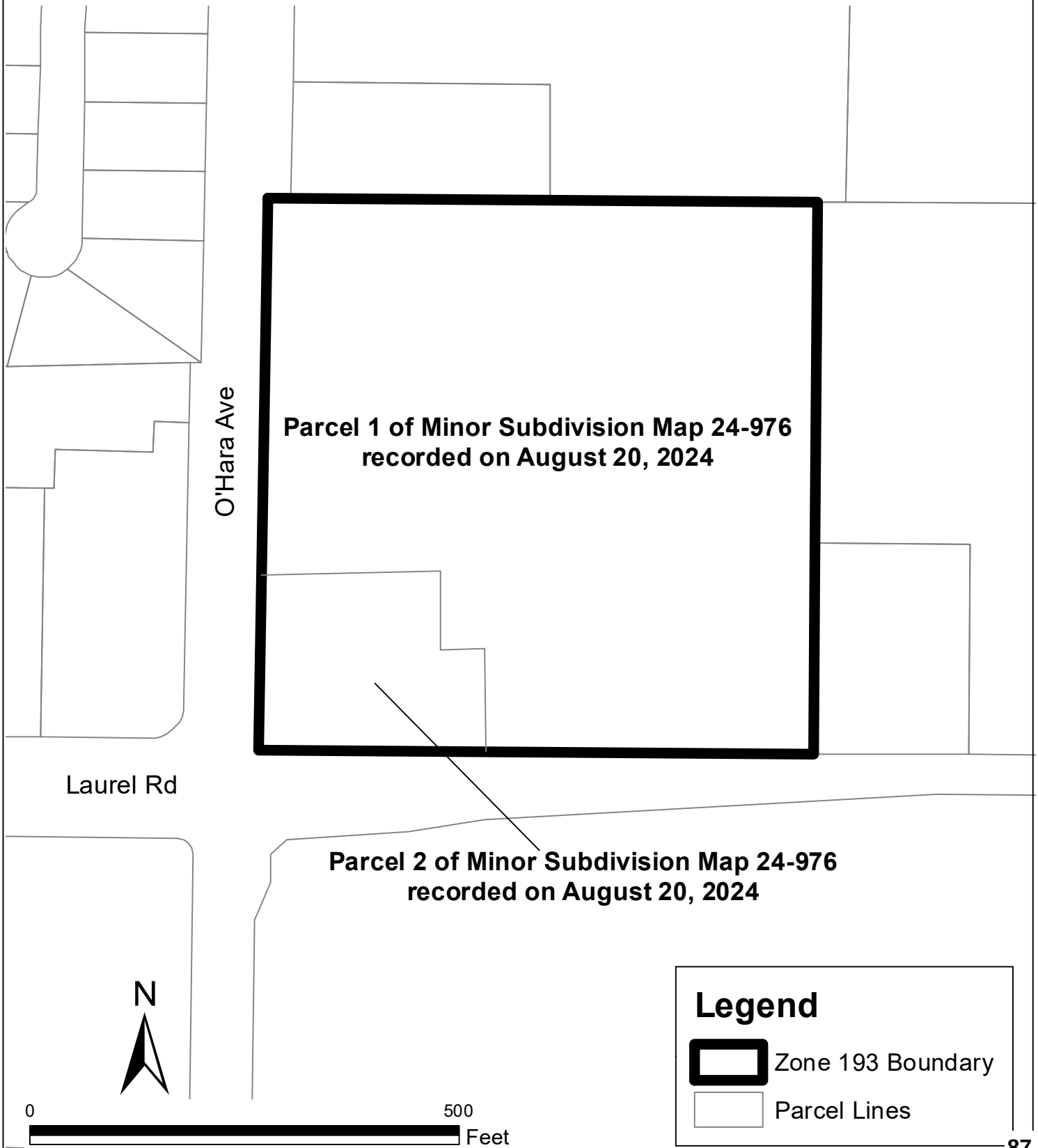
ATTEST:

_____ _____
Libby Vreonis, City Clerk Date

EXHIBIT A - BOUNDARY MAP

CITY OF OAKLEY SPECIAL POLICE TAX AREA (P-6) ZONE 193

CITY OF OAKLEY
COUNTY OF CONTRA COSTA, STATE OF CALIFORNIA
OAKLEY SHOPS AT LAUREL FIELDS



CITY OF OAKLEY SCHEDULE FOR POLICE SERVICE TAX
FOR FISCAL YEAR 2024/2025

PROPERTY USE CODE CATEGORY	DESCRIPTION	FY23/24 TAX PER PARCEL	FY24/25 TAX PER PARCEL
11	Single Family Residence – 1res., 1 site	$1,282.30	$1,330.64
12	Single Family Residence – 1 res., 2 or more sites	$1,282.30	$1,330.64
13	Single Family Residence – 2 res., on 1 or more sites	$2,051.68	$2,129.02
14	Single Family Residence – other than single fam. Land	$1,282.30	$1,330.64
15	Misc. Improvements – 1 site	$1,282.30	$1,330.64
16	Misc. Improvements – 2 or more sites	$1,282.30	$1,330.64
17	Vacant – 1 site	$641.15	$665.32
18	Vacant – 2 or more sites	$641.15	$665.32
19	Single Family Residence – Det. W/common area	$1,282.30	$1,330.64
20	Vacant – Multiple	$641.15	$665.32
21	Duplex	$2,051.68	$2,129.02
22	Triplex	$3,077.52	$3,193.54
23	Fourplex	$4,103.36	$4,258.05
24	Combinations	$1,282.30	$1,330.64
25	Apartments (5 –12 Units)	$5,129.20	$5,322.56
26	Apartments (13 – 24 Units)	$13,335.92	$13,838.66
27	Apartments (25 – 59 Units)	$25,646.00	$26,612.80
28	Apartments (60+ units)	$61,550.40	$63,870.72
29	Attached PUDs: Cluster Homes, Condos, etc.	$1,282.30	$1,330.64
30	Vacant – Commercial	$641.15	$665.32
31	Commercial Stores – Not Supermarkets	$2,564.60	$2,661.28
32	Small Grocery Stores – (7-11, etc.)	$3,846.90	$3,991.92
33	Office Buildings	$2,564.60	$2,661.28
34	Medical, Dental	$2,564.60	$2,661.28
35	Service Stations, Car Wash	$2,564.60	$2,661.28
36	Garages	$2,564.60	$2,661.28
37	Community Facilities (Recreational, etc.)	$5,129.20	$5,322.56
38	Golf Courses	$2,564.60	$2,661.28
39	Bowling Alleys	$1,282.30	$1,330.64
40	Boat Harbors	$3,205.75	$3,326.60
41	Supermarkets – (not shopping centers)	$3,846.90	$3,991.92
42	Shopping Centers	$5,129.20	$5,322.56
43	Financial Buildings – (Ins., Title, Banks, S&L)	$1,282.30	$1,330.64
44	Motels, Hotels & Mobile Home Parks	$6,411.50	$6,653.20
45	Theaters	$2,885.18	$2,993.94
46	Drive-in Restaurants	$1,923.45	$1,995.96
47	Restaurants	$1,923.45	$1,995.96
48	Multiple & Commercial	$1,923.45	$1,995.96
49	New Car Agencies	$1,923.45	$1,995.96
50	Vacant Land (not part of Ind. Park or P. & D.)	$480.86	$498.99
51	Industrial Park	$3,846.90	$3,991.92
52	Research & Development	$1,923.45	$1,995.96
53	Light Industrial	$1,923.45	$1,995.96
54	Heavy Industrial	$1,923.45	$1,995.96
55	Mini Warehouses (public storage)	$3,846.90	$3,991.92
56	Misc. Improvements	$3,846.90	$3,991.92
61	Rural, Res., Improvement 1A-10A	$961.73	$997.98
62	Rural, w/or w/o structure 1A-10A	$961.73	$997.98
70	Convalescent Hospitals / Rest Homes	$1,923.45	$1,995.96
73	Hospitals	$1,923.45	$1,995.96
74	Cemeteries / Mortuaries	$1,923.45	$1,995.96
75	Fraternal & Service Organizations	$1,923.45	$1,995.96
76	Retirement Housing Complex	$6,411.50	$6,653.20
78	Parks & Playgrounds	$3,846.90	$3,991.92
85	Public & Private Parking	$1,923.45	$1,995.96
87	Common Area	$1,923.45	$1,995.96
88	Mobile Homes	$961.73	$997.98
89	Other (split parcels in different tax code areas)	$961.73	$997.98
99	Homeowner's Association Owned Common Areas	$769.38	$798.38

The tax rates shown in this schedule shall be automatically adjusted on July 1 of each year, beginning on July 1, 2016 by the increase in the Consumer Price Index for all Urban Consumers for the San Francisco-Oakland-Bay Area and applying that rate to the prior year amounts for each property use code category. However, the City Council reserves the right to itself the opportunity to adjust the rate in the following year if the CPI adjustment is insufficient to reimburse the City for the costs of providing levels of police services as approved by the City Council.

CALCULATION OF COST OF LIVING INCREASE	
Percent increase from FY 2023-24 in the San Francisco-Oakland-Bay Area Consumer Price Index for all Urban Consumers.	3.77%

OAKLEY
CALIFORNIA

DATE: November 12, 2024

Approved and Forwarded to the City Council

TO: Joshua McMurray, City Manager

FROM: Jeri Tejeda, Administrative Services Director

SUBJECT: Consideration of a Resolution Obligating the Remaining American Rescue Plan Act Funding

Background and Analysis

In June of 2021 the initial disbursement of American Rescue Plan Act (ARPA) funding was received by the City. Over the last three years Oakley has continued to utilize this funding for things such as small business relief, community benefits, tourism, technology, capital improvements, and much more.

Grant dollars must be obligated by December 31, 2024 and must be spent no later than December 31, 2026. The US Code of Federal Regulations recently defined "obligation" as an order placed on property and services and entering into contracts, subawards, and similar transactions that require payment.

ARPA allows local governments to use up to $10 million of the funding as a standard allowance to replace revenue loss. It was originally understood that a City Council approved resolution would be enough to obligate the funds as of December 31, 2024. Staff now understands, this is not the case and is recommending the following plan to ensure funds meet the definition of "obligated".

To date the City of Oakley has spent $3,697,320.54. We have in contract another $1,476,536.20 which meets the definition of obligated and no changes are recommended at this time. These contracts include new EERP Software from Tyler Technologies, East Cypress Corridor Specific Plan, and CIP 302 Design for East Cypress Road Widening Phase 3.

The remaining $4,559,836.03 does not meet the definition of obligated as it is currently only allocated by council resolution. Staff recommends switching the funding provided by the general fund to CIP 310 E. Cypress Road Widening Phase 2 with the special projects currently identified in ARPA funding. Staff expects a contract to be awarded before December 31, 2024 and spent by December 31, 2026 for CIP 310 E. Cypress Road Widening Phase 2 and therefore will meet the definition of obligated. Staff recommends keeping all funding allocated to the same project specific items and moving funding to a new fund that staff can continue to

track separately and provide updates to Council on spending. This does not reduce any funding to any specific project and simply allows us to obligate the American Rescue Plan Act as required by the grant. CIP 310 E. Cypress Road Widening Phase 2 will remain fully funded. The following transfers are requested.

1. Transfer $4,000,000 from Fund 201 General Capital Projects to Fund 220 Special Community Projects.
2. Transfer $559,836.03 from Fund 235 Street Maintenance Rehabilitation to Fund 220 Special Community Projects.
3. Move the Allocation of $4,559,836.03 from CIP 310 from funds 201 and 235 (as described in 1 & 2 above) to Fund 120 ARPA.
4. Move the Allocations for technology, business support, police recruitment, tourism, and project CIP 318 Library from Fund 120 ARPA to Fund 220 Special Community Projects.

As Fund 220 will be money allocated from the General Fund, any funding not spent where currently allocated will come back to council to determine how it should be spent if necessary, in the future.

Lastly, ARPA funding of $266,307.23 was allocated and not spent and needs to be re-allocated and obligated by December 31, 2024. Staff recommends the following allocations. This funding would remain in Fund 120 ARPA as it will meet the definition of obligated by the December deadline.

1. O'Hara Middle School Playground Surfacing Project $49,999.
2. O'Hara Middle School Playground Repair Project $12,686.21.
3. Furniture for the Public Works Building $10,000.
4. Vintage Parkway School Playground Replacement $193,622.02. (This does not fully fund the project. There is a separate staff report the further defines funding for this project.)

Staff asks for some flexibility in the above numbers to change slightly as invoices continue to be paid. This flexibility will not allow staff to move funding from anything allocated by Council, rather it would allow for amounts between spent and obligated or transferred to change if needed.

Consistency with the Oakley Strategic Plan 27+

The approval of this resolution is consistent with the SP 27+ Finance and Fiscal Responsibility Goal to leverage the City's financial resources for the long-term benefit of our residents and businesses.

Fiscal Impact

The fiscal impact of this item will simply transfer funding between funds and will not increase funding in any of the above-mentioned funds.

Staff Recommendation

Consideration of a Resolution Obligating the Remaining American Rescue Plan Act Funding.

Attachments

1. Resolution
2. ARPA Detail Worksheet

RESOLUTION NO. X-24

A Resolution OF THE CITY COUNCIL OF THE CITY OF OAKLEY APPROVING THE OBILGATION AND RE-ALLOCATION OF AMERICAN RESCUE PLAN ACT FUNDING

WHEREAS, in June of 2021 the initial disbursement of American Rescue Plan Act (ARPA) funding was received by the City, and

WHEREAS, grant rules require the funds to be obligated by December 31, 2024 and spent by December 31, 2026, and

WHEREAS, obligated was defined by the US Code of Federal Regulations as an order placed on property and services and entering into contracts, subawards, and similar transactions that require payment, and

WHEREAS, to date the City has spent $3,697,320.54 and obligated $1,476,536.20, and

WHEREAS, staff is recommending obligating the remaining $4,559,836.03, and $266,307.23. This does not reduce any funding to any specific project.

BE IT RESOLVED by the City Council of the City of Oakley hereby approves a resolution obligating the remaining ARPA funding as follows:

1. Transfer $4,000,000 from Fund 201 General Capital Projects to Fund 220 Special Community Projects.
2. Transfer $559,836.03 from Fund 235 Street Maintenance Rehabilitation to Fund 220 Special Community Projects.
3. Move the Allocation of $4,559,836.03 from CIP 310 from funds 201 and 235 (as described in 1 & 2 above) to Fund 120 ARPA.
4. Move the Allocations for technology, business support, police recruitment, tourism, and project CIP 318 Library from Fund 120 ARPA to Fund 220 Special Community Projects.
5. O'Hara Middle School Playground Surfacing Project $49,999.
6. O'Hara Middle School Playground Repair Project $12,686.21.
7. Furniture for the Public Works Building $10,000.
8. Vintage Parkway School Playground Replacement $193,622.02. (This does not fully fund the project. There is a separate staff report the further defines funding for this project.)

PASSED, APPROVED AND ADOPTED this ___ day of _____ 2024 by the following vote.

AYES:

NOES:
ABSTENTION:
ABSENT:

APPROVED:

_____
Anissa Williams, Mayor

ATTEST:

_____ _____
Libby Vreonis, City Clerk Date

CC Date	Item	Amount Allocated	Amount Spent to Date	Obligated Stay in 120	Move to Fund 220	Reallocate unused ARPA Funding	Balance
	Salaries	**177,190.00**					
	Total Salaries	**177,190.00**	**177,190.00**	0	0	0	-
	Total Technology Enhancements	**2,827,383.00**	**997,188.43**	1,122,886.87	707,307.70	-	0.00
1/25/2022	**Technology Enhancements**	**3,300,000.00**				-	
2/13/2024	**Reduce Software/Technology**	**(472,617.00)**					
	Total Contracts	**200,000.00**	**124,999.14**	57,157.86	-	17,843.00	-
1/25/2022	**Broadband Feasibility Study/Fiber Master Plan**	**50,000.00**					
1/25/2022	**ARPA Consulting Support**	**50,000.00**					
1/23/2024	**East Cypress Corridor Specific Plan ("ECCSP" or "Specific Plan")**	**100,000.00**					
	Total Community Benefit	**302,150.00**	**276,246.20**	4,701.97	-	21,201.83	-
1/25/2022	**Social Services Needs in the Community**	**180,000.00**					
2/28/2023	**Recreation Classes**	**60,000.00**					
2/28/2023	**Senior Citizen Club**	**20,000.00**					
5/10/2022	**Free Summer Camp Sessions 2022**	**34,000.00**					
7/12/2022	**Social Services Needs in the Community**	**8,150.00**					
	Total CIP 302	**378,503.00**	**17,753.50**	291,789.50	-	68,960.00	-
6/11/2023	**CIP 302 E.CYPRESS RD WIDENING(JERSEY TO BETHEL ISLAND)**	**378,503.00**					
	Total Business Support	**1,100,000.00**	**606,953.97**	-	488,646.03	4,400.00	-
1/25/2022	**Business Support**	**1,000,000.00**					
8/9/2022	**E-Gift Card Program**	**100,000.00**					
	Total Library	**3,000,000.00**	**-**	-	3,000,000.00	-	-
2/13/2024	**Library**	**3,000,000.00**					
	Total Police Recruitment	**250,000.00**	**137,852.70**	-	112,147.30	-	-
10/25/2022	**Police Recruitment Services**	**250,000.00**					
	Total Tourism	**300,000.00**	**48,265.00**	-	251,735.00	-	-
2/28/2023	**Tourism**	**300,000.00**					
	Total Fire Hydrant Maintenance	**150,000.00**	**150,000.00**	-	-	-	-
5/10/2022	**Fire Hydrant Maintenance**	**150,000.00**					
	Total CIP 285	**21,497.00**	**21,496.97**	-	-	0.03	-
5/10/2022	**CIP 285 Bethel Island Road Design Project**	**400,000.00**					
5/10/2022	**Reduce CIP 285 Bethel Island Road Design Project**	**(378,503.00)**					
	Total CIP 189	**200,000.00**	**64,112.09**	-	-	135,887.91	-
5/10/2022	**CIP 189 Piper Lane Drainage Channel Trash Capture**	**200,000.00**					
	Total CIP 249	**300,000.00**	**302,839.23**	-	-	(2,839.23)	-
5/10/2022	**CIP 249 Recreation Center Emergency Generator**	**300,000.00**					
	Total COVID Costs	**30,467.00**	**30,467.44**	-	-	(0.44)	-
1/25/2022	**City Employee COVID Costs**	**250,000.00**					
2/13/2024	**Reduce COVID Expenses**	**(219,533.00)**					
	Total Consulting	**60,000.00**	**59,972.50**	-	-	27.50	-
6/11/2023	**Library Feasibility Analysis**	**60,000.00**					
	Total CIP 286	**50,000.00**	**34,736.98**	-		15,263.02	-
6/11/2023	**CIP 286 City Hall Solar**	**50,000.00**					
	Total CIP 228	**100,000.00**	**100,000.00**	-	-	-	-
6/11/2023	**CIP 228 Civic Center Emergency Generator**	**100,000.00**					
	Total CIP 215	**150,000.00**	**149,580.00**	-	-	420.00	-
2/13/2024	**CIP 215 Downtown Parking Lot**	**150,000.00**					
	Total CIP 280	**550,000.00**	**550,000.00**	-	-	-	-
2/13/2024	**CIP 280 Laurel Road Widening**	**550,000.00**					
	Total Scissor Lift	**20,000.00**	**19,858.44**	-	-	141.56	-
2/13/2024	**Scissor Lift**	**20,000.00**					
	Total Teen Center	**10,000.00**	**4,997.95**	-	-	5,002.05	-
2/13/2024	**Teen Center**	**10,000.00**					
	Totals to Date	**10,000,000.00**	**3,697,320.54**	**1,476,536.20**	**4,559,836.03**	**266,307.23**	**0.00**
			-	-	(0.00)		
	Reallocate Unused ARPA funding						
11/12/2024	**O'Hara Middle School Playground Surfacing Renovation**		-	49,999.00	-		(49,999.00)
11/12/2024	**O'Hara Middle School Playground Repair**		-	12,686.21	-		(12,686.21)
11/12/2024	**Vintage Parkway School Playground Replacement**		-	193,622.02	-		(193,622.02)
11/12/2024	**Furniture Replacement for the Public Works Operations Building**		-	10,000.00	-		(10,000.00)
	Totals to Date	**-**	**-**	**266,307.23**	**-**	**-**	**(266,307.23)**
				-			

OAKLEY
CALIFORNIA

Approved and Forwarded to the City Council

DATE: November 12, 2024

TO: Joshua McMurray, City Manager

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

SUBJECT: Adopt a Resolution for the Award of Construction Contract to Specified Play Equipment Company for the construction of a new Playground and Surfacing at Vintage Parkway Elementary School

Background and Analysis

On January 12, 2024, the City of Oakley and Oakley Union Elementary School District reached an agreement that defined roles and responsibilities related to the use of playgrounds and athletic fields that are on Oakley Union Elementary School District property and used by the public. This agreement superseded the previous such agreement that was executed over 20 years ago.

As part of the new agreement, the City of Oakley would remove and replace the small kids (2 to 5 year olds) playground at Vintage Parkway Elementary School, remove and dispose of the big kids (5 to 12 year olds) playground at O'Hara Park Middle School and rehabilitate the small kids (2 to 5 years olds) playground at O'Hara Park Middle School to ensure these playgrounds meet the current safety standards and would be maintained by the City of Oakley.

Staff have worked over the past several months to develop and design the plan for the construction of the new playground at Vintage Parkway Elementary School that is within the allocated funding for this project. The new playground plan was reviewed and approved by the Oakley Union Elementary School District and brings a safe and functional playground to the site for the enjoyment of the area residents and the public. In addition to the new playground, there will be new rubber tile safety surfacing under the play equipment that will complement the new playground.

The City of Oakley is a member and participant of Sourcewell, a municipal contracting agency. Sourcewell allows participating municipal agencies to leverage the benefits of cooperative purchasing and reduces procurement costs rather than paying higher costs associated with individual procurement. Sourcewell serves all educational, government, and nonprofit agencies nationwide and offers cooperative contracted products and equipment to government entities throughout the United States. All Sourcewell contracts are competitively solicited nationwide to ensure the best value, with Specified Play Equipment Company selected as a qualified provider for playground and related equipment.

The final design for the playground submitted by Specified Play Equipment Company provides an excellent representation of the site. The company offers a unique service warranty, which includes on-site repairs covered under warranty. Unlike other companies that simply send replacement parts, Specified Play Equipment Company provides a 15-year warranty on labor, ensuring free re-installation labor for all warranty-covered replacement parts.

The playgrounds that are designed and constructed for municipalities by Specified Play Equipment Company go through extensive research and analysis to ensure that it provides children of all abilities, ages, and comfort levels to enjoy the enriching benefits of a playground together.

The construction of this project is anticipated to start in late 2024 with demolition and disposal of the existing playground followed up with the start of construction of the new playground in early 2025 and completion in spring 2025.

Consistency with the Oakley Strategic Plan 27+

This project is consistent with the Oakley Strategic Plan 27+ Park and Open Space Goals.

Fiscal Impact

The fiscal impact of this project will be $248,715.71. Staff recommends funding the project from the American Rescue Plan Act as well as Park Impact Fees. $193,622.02 will be obligated through ARPA funding and the remaining $55,093.69 will come from Park Impact Fees. The Oakley Union Elementary School District will contribute a one-time amount of $223,131 as defined in the Joint Use Side Agreement that staff recommends is utilized for demolition and maintenance of the existing playground.

Staff Recommendation

Staff recommend that the City Council adopt the resolution approving the construction agreement with Specified Play Equipment Company for the Vintage Parkway Elementary School playground and surfacing for an amount not to exceed $248,715.71.

Attachments

1. Resolution
2. Specified Play Equipment Company - Proposal for Playground and Surfacing at Vintage Parkway Elementary School

RESOLUTION NO. __-24

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OAKLEY APPROVING A CONSTRUCTION AGREEMENT TO SPECIFIED PLAY EQUIPMENT COMPANY FOR THE CONSTRUCTION OF A PLAYGROUND AND SURFACING AT VINTAGE PARKWAY ELEMENTARY SCHOOL

WHEREAS, the City of Oakley and Oakley Union Elementary School District on January 12, 2024, reached an agreement that defined roles and responsibilities related to the use of playgrounds and athletic fields that are on Oakley Union Elementary School District property and used by the public; and

WHEREAS, this agreement required the City of Oakley to replace the existing 2 to 5 age group playground at Vintage Parkway Elementary School with a new playground and surfacing; and

WHEREAS, staff have worked over the past several months to develop and design a plan for a new playground at Vintage Parkway Elementary School; and

WHEREAS, staff worked with Specified Play Equipment Company to negotiate and finalize a cost proposal for the construction of a new playground and surfacing; and

WHEREAS, Specified Play Equipment Company submitted the cost proposal of $248,715.71 for the construction of this project; and

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Oakley that the Construction Agreement with Specified Play Equipment Company for the construction of a playground and surfacing at Vintage Parkway Elementary School is approved for an amount not to exceed $248,715.71, and the City Manager is authorized to execute an Agreement.

Funding will be from the American Rescue Plan Act in the amount of $193,622.02 and the Park Impact Fee of $55,093.69.

PASSED AND ADOPTED by the City Council of the City of Oakley at a meeting held on November 12, 2024, by the following vote:

AYES:
NOES:
ABSENT:
ABSTENTIONS:

APPROVED:

_____
Anissa Williams, Mayor

ATTEST:

_____ _____
Libby Vreonis, City Clerk Date



Vintage Parkway Elementary

SPECIFIED PLAY EQUIPMENT CO.

Vintage Parkway Playground

OAKLEY
CALIFORNIA

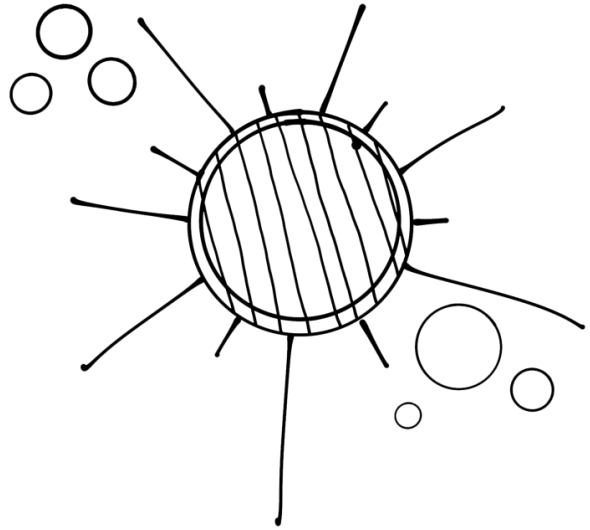
Prepared for:
Kevin Rohani and Jesse Dela Cruz
City of Oakley

Turnkey Playground Equipment & Installation Proposal

10/25/2(99)4

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www.specplay.com
info@specplay.com
800.475.1071

Specified Play Equipment Company's mission is to develop **self-regulated** play experiences for people of all ages and abilities to exercise **risk, failure,** and **mastery.**

As Experts in Play, Sport and Park

We Consult, Collaborate, Design and Construct

Mission Statement

www.specplay.com
info@specplay.com
800.475.1071

SPEC™ SPECIFIED PLAY EQUIPMENT CO.

Specified Play Equipment Company was contacted by the City of Oakley to provide a proposal for playground equipment and installation at Vintage Parkway Elementary located at 1000 Vintage Parkway in Oakley, CA.

The existing playground is dilapidated and unsafe for public use. The playground is used by both the City of Oakley as well as the Oakley Union Elementary School District.

The City requested collaboration with the City's preferred playground surfacing vendor SofSurfaces, and that the procurement of new play equipment, new safety surfacing, and installation of both be included in the proposal under the national cooperative purchasing contract, Sourcewell.

A maximum budget of $270,000 was disclosed as a cannot exceed amount for the project.

Through thoughtful design and collaboration with the City, preferred vendors and the use of Sourcewell, Specified Play Equipment Company is able to provide a safe, accessible, inclusive, and developmentally enriching playground for only **$248,715.71.**

The City required the following Scope of Work be included in the proposal:

- Procurement of Play Equipment and Sofsurfaces Tile Safety Surfacing.
- Receive and Offload of equipment by installer. To include storage if needed.
- Installation of new play equipment by factory certified installers. Prevailing wages.
- Installation of new play surfacing by factory certified installers. Prevailing wages.
- 3rd Party CPSI Inspection of play equipment and surfacing.
- Payment & Performance Bonds

Collaborative efforts by the City to include:

- Demo and Disposal of the existing play equipment, shade posts, and associated footings.
- Removal/Disposal of the existing deteriorated rubberized surfacing in the playground.
- Preparing base rock subbase to Sofsurfaces requirements for new safety surfacing subbase.
- Temporary Fencing (already in place as the existing equipment is unsafe for public use and not being used by public)

City Requirements for Playground and Surfacing

- The equipment must be 100% ASTM, CPSC, and ADA compliant.
- Must be inclusive and accessible and provide ample developmental benefits for children ages 5-12 of all ability levels.
- The surfacing and playground equipment must have industry leading warranties and track records for durability and safety.
- The equipment design must provide clear lines of sight for supervision, fall heights of no more than 8', and must exceed ADA requirements for ground level accessible and transfer accessible play events.
- Equipment must be designed to mitigate vandalism and maintenance needs.
- Equipment must have a short lead time and spare parts (if needed) must be readily available.













Proposed Site-
Existing Conditions

The Existing Playground is far beyond its useful life and is no longer safe for public use.
The Equipment is aged beyond current safety standards and has severely broken equipment and wide spread vandalism evident.
The approximately 2960 SF site has been closed and the playground is inaccessible to the public. Temporary Fencing is currently in place.

The safety surfacing (pour in place rubber) varies in thickness from approximately 3" to 5"+, and no longer safe to use due to aging and loss of fall attenuation properties as well as vandalism, holes, and plant matter growing through it.

Current Site Conditions: Vintage Parkway


COLOR KEY
NAVY
LIME
ORANGE
GRAY
B
GRAY/BLACK
LEARN TO READ BRAILLE
NUMBERS
ALPHABET



Specified Play Equipment Company is very pleased to present this equipment design for consideration for the Vintage Parkway Playground located in Oakley. Our manufacturer, BCI Burke Company, LLC has been providing recreational playground equipment for over 100 years and has developed the right mix of world-class capabilities to meet the initial and continuing needs of City of Oakley Parks/Rec. Please see the important details below which documents the safety, accessibility, and inclusivity of the proposed equipment:

Playground General Data:

- ASTM F1487 Compliant: **Yes**
- CPSC Compliant: **Yes**
- ADA Compliant: **Yes**
- User Capacity: **99**
- Maximum Fall Height: **8'**

Registered to ISO 9001

Registered to ISO 14001

IPEMA CERTIFIED TO ASTM F1487

To verify product certification, visit www.ipema.org

PLAYGROUND ACCESSIBILITY (Provided/Required)					
TOTAL EVENTS	ELEVATED EVENTS	TRANSFER ACCESSIBLE EVENTS	RAMP ACCESSIBLE EVENTS	GROUND EVENTS	TYPES OF GROUND EVENTS
22	9 / 0	7 / 0	0 / 0	13 / 3	6 / 3

There are (22) unique play events included in this design.

ADA requires (3) of those be ground level accessible. The design exceeds that requirement with **(13)** ground level accessible.
There are (9) Elevated play events in the design. **7 of those 9** are accessible via the ADA transfer station built into the equipment. This also far exceeds the required (0).
There are (6) ground level play types present in the design, where only (3) are required: Imaginary Play, Sensory, Brachiating, Stepping, Balance, and Climbing are all present at ground level.

Vintage Parkway: Playground Design Summary

SPEC SPECIFIED PLAY EQUIPMENT CO.

The duraSAFEPlus® Rubber Playground Tiles are designed so that children of all abilities can play safely and provides parents and playground operators with peace of mind knowing that while their children are on the playground, the surfacing is there to attenuate their falls. Fully accessible, IPEMA Certified, and ASTM/CPSC/ADA Compliant.

This product, preferred by the City of Oakley due to its durability, accessibility, and low degree of maintenance needs also boasts one of the most comprehensive warranties in the playground surfacing business.





PHYSICAL DIMENSIONS

Available Thicknesses	Weight (lbs.) Ea. Plus	Weight (lbs.) Ea. Premium	Fall Height	safRAMP Length
duraSAFE 2.00"	24.00	24.50	3 Feet	47.75"/7.00"
duraSAFE 2.25"	25.50	25.50	4 Feet	47.75"/7.00"
duraSAFE 2.75"	29.00	28.50	5 Feet	47.75"/7.625"
duraSAFE 3.25"	30.50	31.50	6 Feet	47.75"/9.00"
duraSAFE 3.75"	31.00	33.50	7 Feet	47.75"/12.00"
duraSAFE 4.25"	34.50	36.00	8 Feet	47.75"/12.00"
duraSAFE 4.75"	37.00	39.00	9 Feet	47.75"/16.00"
duraSAFE 5.00"	40.00	39.50	10 Feet	47.75"/16.00"
duraSAFE 5.25"	41.00	41.00	11 Feet	47.75"/16.00"
duraSAFE 5.25"	41.00	41.00	12 Feet	47.75"/16.00"

PLEASE NOTE: duraSAFE Plus Series tiles and Premium Series tiles are manufactured slightly larger than the installed dimension. This is to ensure that each tile can be compressed by 0.25" during the course of installation. Please follow the recommended installation guidelines in order to ensure the desired level of compression is achieved.

Plus Series Installed Dimension: 24"x24" *Premium Series Installed Dimension:* 24.125"x24.125"

PHYSICAL PROPERTIES

Test Description	ASTM Ref.	Plus	Premium	Test Lab
Impact Attenuation	F-1292	<700 HIC <125 G-MAX	<700 HIC <125 G-MAX	TUV America
Freeze Thaw Cycling	C67	No Deterioration	No Deterioration	Intertek
Heat Aging	D573	No Deterioration	No Deterioration	Intertek
Abrasion Resistance	C501	205	167	DTL/Intertek
Volume Density	D3676	817 kg/m³	904.77 kg/m³	DTL/Intertek
Slip Resistance	E303	44 Wet/51.25 Dry	32 Wet/53 Dry	QAI/Intertek
Slip Resistance	E2047	0.533	N/A	QAI
Tensile Strength	D412 (Mpa)	0.661	2.28	DTL/Intertek
Elongation at Break	D412	68.5%	119%	DTL/Intertek
Tear Strength	D624(kNm)	2.2	2.2	DTL/Intertek
Peak Tear Load	D624 (N)	51	46.8	DTL/Intertek
Flammability	D2859	Pass	Pass	DTL

Vintage Parkway: Accessible Safety Surfacing Data

SERIES Nucleus | Intensity | Burke Basics

GROUP: Structure|Chinning Bars

DESIGNED FOR AGES: 5 to 12

Vintage Parkway Playground

Oakley, CA 94561

Specified Play Equipment Company

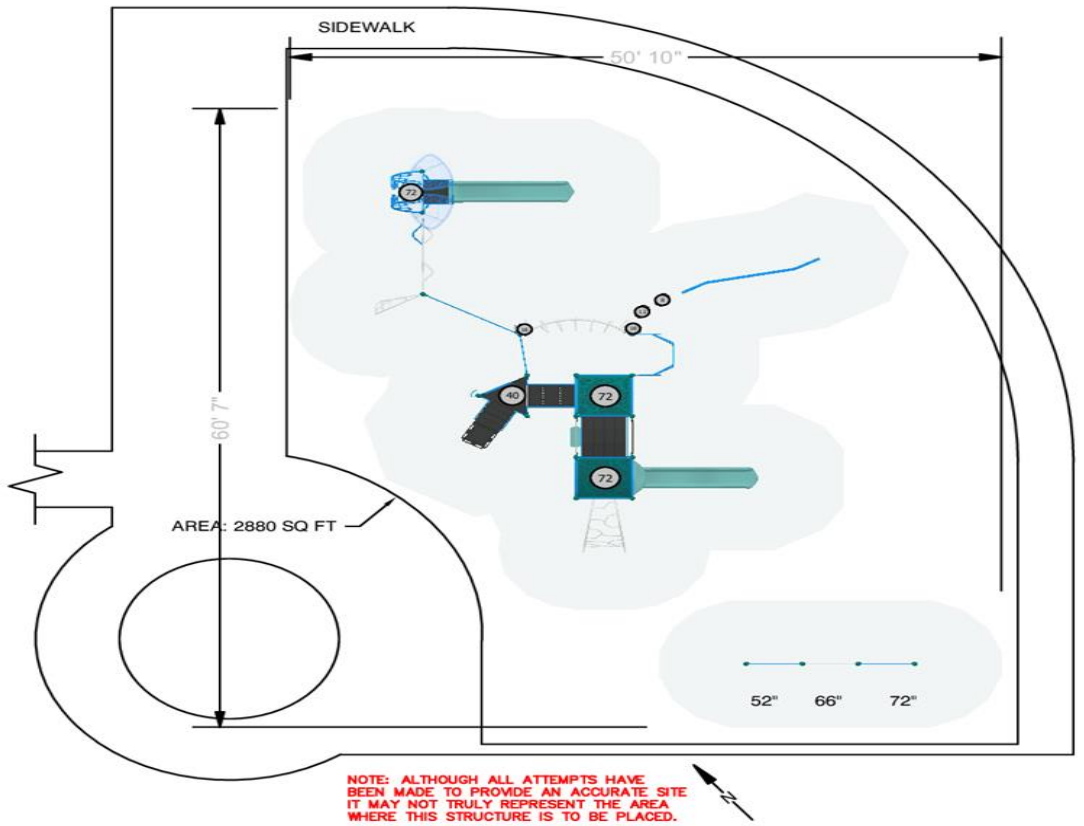
137-188951-3

Designer: Kathleen Yttri

10/17/2024

SITE PLAN VIEW

BCI BURKE COMPANY, LLC | PO BOX 549 FOND DU LAC, WI 54936-0549 | 920.921.9220 | BCIBURKE.COM



OVERALL BOUNDING OF USE ZONES
Area: 3078.1 sq.ft.
Perimeter: 222.8 ft.
STRUCTURE SIZE: 60' 7"x50' 10"
POST SIZE(S):

**The space requirements shown here are to ASTM standards. Requirements for other standards may be different.

PLAYGROUND ACCESSIBILITY (Provided/Required)

TOTAL EVENTS	ELEVATED EVENTS	TRANSFER ACCESSIBLE EVENTS	RAMP ACCESSIBLE EVENTS	GROUND EVENTS	TYPES OF GROUND EVENTS
22	9 / 0	7 / 0	0 / 0	13 / 3	6 / 3

The use and layout of play components identified in this plan conform to the CPSC guildelines. U.S. CPSC recommends the separation of age groups in playground layouts.

Warning: Accessible safety surfacing material is required beneath and around this equipment that is compliant with ASTM, CPSC, and ADAAG requirements.

Vintage Parkway: Top View with Use Zones

SERIES Nucleus | Intensity | Burke Basics

GROUP: Structure

DESIGNED FOR AGES: 5 to 12

Vintage Parkway Playground

Oakley, CA 94561

Burke PLAY THAT MOVES YOU

Specified Play Equipment Co

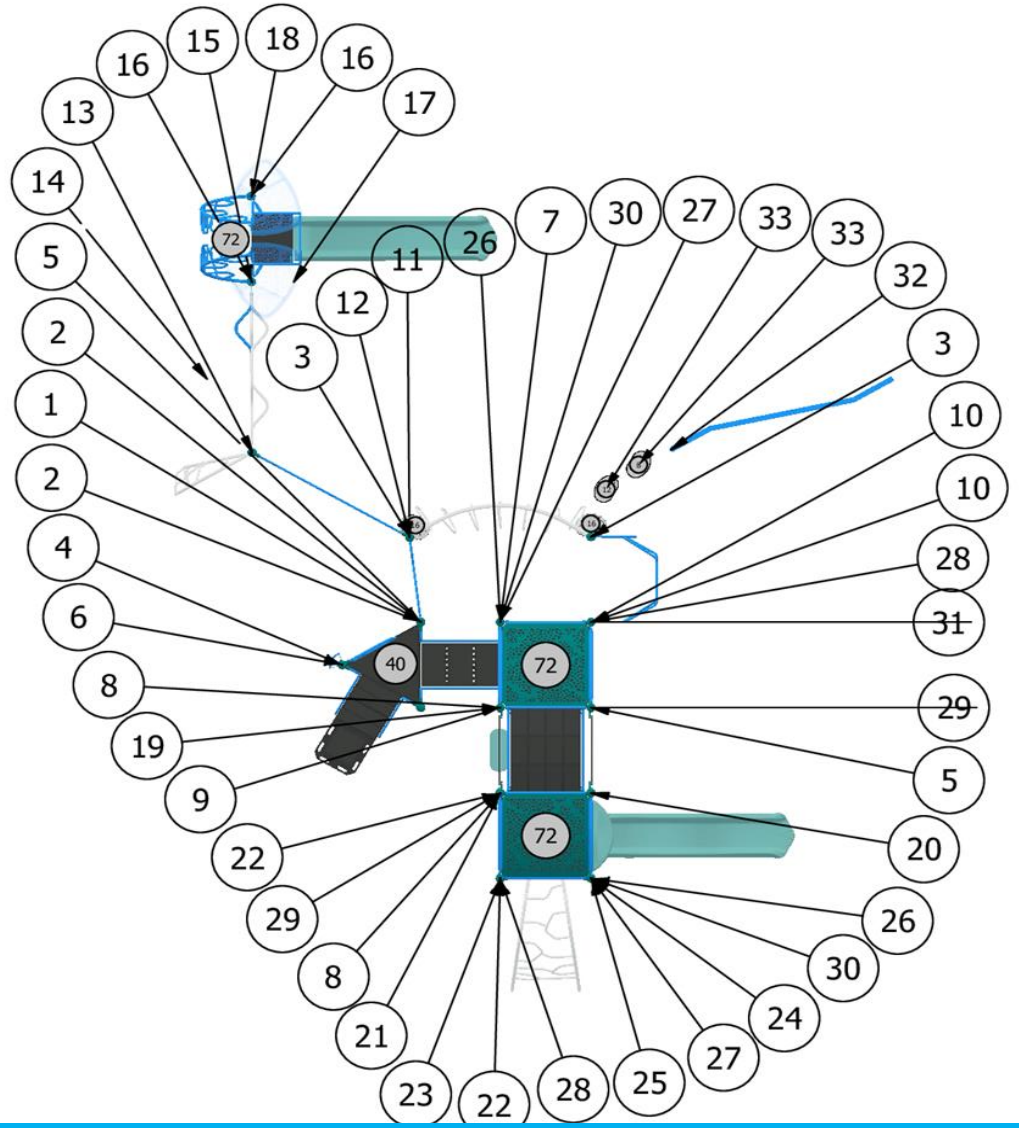
137-188951-3

Designer: Kathleen Yttri

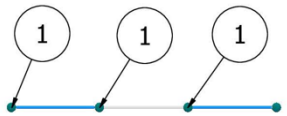
10/17/2024

COMPONENT VIEW

BCI BURKE COMPANY, LLC | PO BOX 549 FOND DU LAC, WI 54936-0549 | 920.921.9220 | BCIBURKE.COM



ITEM	COMP.	DESCRIPTION
1	270-0129	TRIANGLE PLATFORM
2	370-1669	SHASTA CLIMBER, POST TO POST
3	370-1608	OVISTEP LAUNCH PAD
4	370-1623	CRUNCH BAR STATION
5	270-0122	EVOLUTION OFFSET ENCLOSURE
6	370-1658	TRANSFER STATION, HANDRAIL 40"
7	370-0040	EVOLUTION 32" TRANSITION STAIR W/ BARRIERS
8	270-0130	SQUARE PLATFORM
9	570-0620	BURKE MART PANEL BELOW PLATFORM 72"-112"
10	370-0763	ODYSSEY DECK LINK
11	370-1675	STRAIGHT OVERHEAD, NUCLEUS
12	370-0033	ODYSSEY POST LINK DOUBLE
13	370-0004	POWER PIPES CLIMBER
14	370-1696	VIA CLIMBER 48"-56"
15	270-0287	SLIDE PLATFORM
16	470-0764	SOLIS POST TOPPER
17	470-0754	VELO SLIDE 64"-72", W/O HOOD
18	370-1640	CONVERGE CLIMBER 72"
19	270-0190	MINI ARCH BRIDGE W/BARRIERS
20	570-0812	BRAILLE PANEL, BELOW PLATFORM
21	370-0865	TREE BRANCH CLIMBER 72"
22	270-0120	EVOLUTION UNITARY ENCLOSURE
23	370-1682	BETA CLIMBER 64"-72"
24	470-0664	ROCK'N ROLL SLIDE, 64" - 72" W/O HOOD
25	470-0967	SLIDE HOOD, LOW SIDE WALL
26	470-0015	EVOLUTION SQUARE ROOF
27	470-0006	EVOLUTION BOTTOM ROOF SUPPORT, SINGLE
28	470-0008	EVOLUTION SIDE ROOF SUPPORT, LEFT
29	470-0003	EVOLUTION TOP ROOF SUPPORT, SINGLE
30	470-0009	EVOLUTION SIDE ROOF SUPPORT, RIGHT
31	570-0100	EVOLUTION BARRIER
32	590-0392	"S" BALANCE BEAM ASSEMBLY
33	580-1364	LIL NOVO BEAN STEP



ITEM	COMP.	DESCRIPTION
1	370-0491	48" CROSS BAR

Component Callouts



Elevations: Max Fall Height = 8’

Burke BRAILLE PANEL

- Two sided panel allows children ages 2-12 to play independently or together with room for 4 children to learn.
- Available for Nucleus®, Synergy™ and Synergy Imagination™ Product Lines.
- Large format, press-fit smooth metal inserts are durable and vandal resistant.
- Braille numbers and alphabet creates a practical teaching tool for children to learn Braille patterns.
- Provides a tactile activity with Braille phrase and traceable objects to identify.
- Available in all of Burke's standard two color HDPE options.
- Burke Built® and backed by Burke's Generations Warranty® with a 15-year limited warranty on HDPE.

Developmental Benefits: Sensory: Visual, Tactile
Cognitive Skills: Problem Solving, Cognitive Planning
Social/Emotional Skills: Cooperative Play, Imaginative Play









Design Highlights

Burke SOLIS TOPPERS

- Provides aesthetic appeal as well as design and color options to fit every playground's design and color scheme.
- Draws the eye upward and engages the imagination with bright colors, organic, natural shapes and interesting shadow patterns generated from light filtering through the designs.
- Inspired by the natural world and recreated to be reminiscent of the way leaves and tree canopies filter light and cast shadows onto the surface below.
- Adds color, a powerful tool for emotion, imagination and mood.
- The natural shapes of the Solis and Solis Hue help users connect to nature, a need we all have that helps us maintain balance, health and happiness.
- Burke Built® and backed by Burke's Generations Warranty® 100-year warranty on posts, 15-year limited warranty metal frame.

Sensory: Visual
Social/Emotional Skills: Imaginative Play
Cognitive Skills: Mastering New Concepts



Nucleus Evolution Square Roof





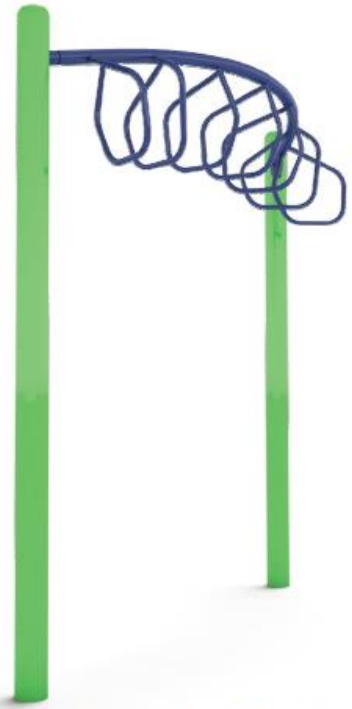
Design Highlights

Burke OVERHEADS

- Builds strength and resiliency in children as they work their way across these fun overheads!
- Overheads provide a catalyst for imaginative play! Children can create games, imagine expeditions and channel their inner adventurer while developing problem solving and cognitive planning skills.
- Designed using Burke's inviting and engaging design language that beckons children into a play environment and encourages play.
- Burke Built® and backed by Burke's Generations Warranty® with 100-year limited warranty on posts and a 15-year limited warranty on overhead ladders.

Cognitive Skills: Problem Solving, Cognitive Planning
Sensory: Visual, Tactile, Proprioception, Vestibular
Motor Skills: Agility, Coordination, Core Body Strength, Flexibility, Motor Planning, Upper Body Strength
Social/Emotional Skills: Cooperative Play, Imaginative Play, Turn-taking, Resiliency





Straight Overhead

Design Highlights











Design Highlights: Unique Climbers with organic shapes keep kids thinking, planning, and imagining.

Burke ROCK 'N' ROLL SLIDE







Sensory: Visual, Tactile
Social/Emotional Skills: Cooperation, Social Skill Development, Imaginative Play
Motor Skills: Balance, Core Strength

Available for ages 2-12 with room for up to 2 users allows children to play independently or together.
Features a steep grade and wave one-piece slide design for faster and more fun user experience with an easier installation Burke Built® and backed by Burke's Generations Warranty® with a 15-Year Limited Warranty on rotomold.

Design Highlights

Burke VELO SLIDES

Available for ages 5-12 and is the fastest and most fun slide in our arsenal of slides.
Features a steep grade and one-piece slide design for faster and more exhilerating user experience .
Burke Built® and backed by Burke's Generations Warranty® with a 15-Year Limited Warranty on rotomold.

Sensory: Visual, Tactile
Social/Emotional Skills: Cooperation, Social Skill Development, Imaginative Play
Motor Skills: Balance, Core Strength







Design Highlights







Inclusive Classics-

- S-Shaped Balance Beam
- ADA Accessible Crunch Station
- Triple Chin Bars for users of all heights and abilities. Lowest bar at ADA recommended height for wheelchair use.

Design Highlights

Sourcewell Approved Cost Estimate

Specified Play Equipment Co.
121 #1 Industrial Road
Belmont, CA 94002
800.475.1071
www.specplay.com

ADDRESS
Jesse De la Cruz
City of Oakley
3231 Main St.
Oakley, CA 94561

SHIP TO
Jesse De la Cruz
City of Oakley
3231 Main St.
Oakley, CA 94561

Estimate 3363

DATE 10/21/2024

EXPIRATION DATE 12/20/2024

DEPOSIT DUE NOW
Terms: Net 30 days

CSLB# 1050307
Oakley Sourcewell #118499

DIR# 1000064237
Burke Sourcewell #010521-BUR

ACTIVITY	QTY	RATE	AMOUNT
BCI Burke Equipment Equipment per plan #137-188951-3	1	58,069.00	58,069.00T
Discount Per Sourcewell contract	1	-5,806.90	-5,806.90T
Receive and Offload (OPEN MARKET) Receive and offload by installer and transport to job site when ready	1	2,927.00	2,927.00
Temporary Fencing Temp Fence provided by City	1	0.00	0.00T
Demolition Demo/Disposal of Existing Structures to be performed by City	1	0.00	0.00T
Demolition Demo/Disposal of existing surfacing to be performed by City	1	0.00	0.00T
Site Work Base rock subbase corrections for rubber tile subbase- to be performed by City	1	0.00	0.00T
Installation Service Installation of Equipment per design 137-188951-3 to manufacturer Specifications through soil. Footing spoils disposed off-site. Factory Certified Installer. Prevailing wages applied.	1	36,750.00	36,750.00

Please write checks to
Specified Play Equipment Co (SPEC Play)
121 #1 Industrial Road
Belmont, CA 94002

ACTIVITY	QTY	RATE	AMOUNT
Protective Safety Surfacing Installation (OPEN MARKET) Surfacing via Sofsurfaces to include: Supply and Install approx. 2960 SF 4.25" Durasafe Plus Series tiles-up to 8'cfh, rubber sheeting, Fines, and shipping.	1	135,754.00	135,754.00
Field Inspection (OPEN MARKET) 3rd Party CPSI Inspection of play structure with Surfacing drop test	1	2,945.00	2,945.00
Bonding (OPEN MARKET) Payment and performance bond	1	8,410.68	8,410.68
Freight Freight and packaging	1	5,094.00	5,094.00
PLEASE NOTE: -Lead Time estimated : 6-8 weeks -Permits Excluded -Trucking/bobcat access required. -Temp Fence, Demo of existing structures and surface, and tile subbase excluded from scope and are to be performed by City. -Discount is 10% per Sourcewell contract. -Prevailing Wage used for all construction line items. -Approved colors required at time of order.			

ACCEPTANCE By signing below, you acknowledge and agree to our estimate, contract, exclusions, conditions, payments, and Terms and Conditions attached shall comprise to be the Agreement. The values shown above represent a specific scope; no other work should be assumed unless specifically noted in the text of the above line items.
TERMS: NET 30 Terms per Sourcewell. Client must pay the balance of the entire Estimate and/or CO within 30 calendar days of notice by SPEC that Project is Complete. Failure to pay any amount when due shall cause interest to begin to accrue at 12% per annum on the entire unpaid amount of the Agreement. Any late payment will cause Client being responsible for a 2% late fee on any late payment. Any action by SPEC to enforce collection of Agreement amount owed, Client must pay all attorney fees and costs.

SUBTOTAL	244,142.78
TAX	4,572.93
TOTAL	USD 248,715.71

Please write checks to

Specified Play Equipment Co (SPEC Play)

121 #1 Industrial Road

Belmont, CA 94002

Accepted By

Accepted Date

Please write checks to
Specified Play Equipment Co (SPEC Play)
121 #1 Industrial Road
Belmont, CA 94002

SPEC has signified SPEC's willingness to erect the Project, is defined as the structure identified to be constructed in the Estimate in accordance with the drawings and specifications attached to this Agreement and signed by SPEC and Client, and in accordance with the conditions and for the consideration set forth below and the attached Estimate. Hereinafter SPEC and Client are jointly referred to as "Parties" or "Party".

It is agreed between the parties, in consideration of their mutual agreements, as follows:

1. SPEC agrees:

A. To furnish all the materials and perform all the work for the erection of the Project in accordance with the plans and specifications prepared by SPEC, signed by Client, and attached to this Agreement as Estimate and made a part of this Agreement.

B. To maintain insurance to protect SPEC from claims under worker's compensation acts and from any other claims for damages for personal injury, including death, which may arise from operations under this Agreement, whether such operations be by SPEC or by any subcontractor or anyone directly or indirectly employed by either of them. No other insurance is expected or maintained by SPEC unless specifically stated in this Agreement or Estimate.

C. Bonds. SPEC is not required to maintain a Bond unless specifically stated in the Estimate.

D. That Client may make any alterations, deviations, additions or omissions from the plans and specifications, or either of them, which SPEC shall deem proper, by a written order "Change Order" signed by all necessary parties and approved by Client, without affecting or making void this Agreement and in all such cases Client shall appraise such alterations, and add to or deduct from the amount agreed to be paid to SPEC any excess or deficiency occasioned by such alterations. In case any alterations or deviations are made, such further time may be allowed for completion of the work caused by the alterations or deviations as SPEC shall decide to be reasonable.

If SPEC should be adjudged a bankrupt, or if SPEC should make a general assignment for benefit of SPEC creditors, or if a receiver should be appointed on account of SPEC insolvency, or if SPEC should persistently or repeatedly refuse or should fail, except in cases for which extension of time is provided, to supply enough properly skilled workers or proper materials, or if SPEC should fail to make prompt payment to subcontractors or for material or labor, or persistently disregard laws, ordinances or the instructions of the architect, or otherwise be guilty of a substantial violation of any provision of the contract, Client, that sufficient cause exists to justify such action, may, without prejudice to any other right or remedy and after giving SPEC 30 days written notice, terminate the employment of SPEC and take possession of the Project and of all materials, tools and appliances in the Project.

2. The Client agrees:

A. Client understands and agrees no other work should be assumed to be done by SPEC unless specifically expressed in the Estimate and/or the Terms and Agreement. This includes but not limited to, SPEC does not have the responsibility for: offloading equipment, removal of packaging, project security, landscape and hardscape repair, delays due to conflicts, removal of spoils, locating underground, utilities, pipes, obstructions, conditions unforeseen and/or not disclosed at time of estimate, permits, engineering, soil samples.

B. To pay the SPEC for the performance of this Agreement, subject to additions and deductions provided in this Agreement, in current funds as provided in the Estimate. Where quantities originally contemplated are so changed that application of the agreed unit price to the quantity of work performed is shown to create a hardship to Client or SPEC, there shall be an equitable adjustment of this Agreement to prevent such hardship. The Client shall make payments on account of this Agreement, which includes the Estimate.

C. SPEC is not responsible for but not limited to Union Agreements or Project Labor Agreement.

D. To give all requisite notices to the proper authorities, obtain all official inspections, permits, certificates and licenses made necessary by the work in SPEC Estimate, and pay all proper and legal fees.

E. Deliverables, Objectives, and Project Phases. Each Estimate will describe the deliverables, objectives, or project phases that SPEC must complete. The completion of each deliverable, objective, or project phase is subject to review by Client. If a payment is contingent upon SPEC completing a deliverable, objective, or project phase, then the payment will not be due until Client provides written acceptance of completion.

F. Change Requests. Client request changes to the scope of the Project by sending a written request to SPEC ("Change Request"). Within ten (10) days after receiving a Change Request, SPEC will review the Change Request and notify Client in writing of any financial or schedule change required to implement the Change Request. The Change Request will not be binding unless agreed to in writing by both parties. If Client agrees to pay SPEC's additional fees to make the changes, then SPEC may not refuse to accept the Change Request.

G. Ownership of Developed Intellectual Property. All documents, including original drawings, estimates, specifications, field notes, and data are and remain the property of SPEC as instruments of service. SPEC shall grant Client a perpetual, non-exclusive, irrevocable license to a set of reproducible record prints of drawings and copies of other instruments of service for Client's use in connection with the Project, for future renovations, repairs, maintenance, or operations related to the Project, and for the limited purpose of Client's development and/or marketing efforts, including, but not limited to, communications with potential donors and other funding sources. SPEC shall not be responsible

for any modifications to the Project made by Client or Client's representatives using SPEC's Instruments of Service. Reuse for new projects shall require the prior, express, and written permission of SPEC and shall entitle SPEC to further compensation at a rate to be agreed on by Client and SPEC.

H. Conflicting Contractual Obligations. Client warrants that Client will be free, as of the date of the performance by SPEC of any services pursuant to this Agreement, of any contractual obligations that would prevent Client from having the services performed by SPEC, and that SPEC's offer or agreement to the Project in no way caused or induced Client to breach any existing contractual obligations.

E. Client Review of Work Product. Client shall review all reports and data submitted by SPEC within ten (10) days following delivery and shall notify SPEC in writing of any discrepancies or deficiencies contained in the material.

F. Access To Premises. Client must provide constant access to the Premises to include but not limited to workmen, materials, tools, and equipment. SPEC is not responsible for grades, stable, compacted, underground obstacles (pipes, wiring, rocks and so forth) and workable, rough grade to be taken plus or minus one tenth of one inch.

3. Indemnification.

A. General Indemnification. SPEC will defend and indemnify Client, its subsidiaries and affiliates, and their respective officers, directors, agents and employees (collectively, the "Client Parties") against all third party claims, demands, suits, or actions (collectively "Claims") brought against any of the Client Parties, and pay reasonable damages, costs, losses, liabilities and expenses (including reasonable attorney's fees) incurred by any of the Client Parties as a result of such Claims, to the extent arising from SPEC's, or its employee's or agent's: (a) willful misconduct; or (b) breach of any provision of this Agreement or any Change Request.

B. Indemnification Notification and Procedure. Client will promptly notify SPEC of any claims or potential Claims and give SPEC reasonable assistance in the defense of the Claim. Client will not take any action that impairs SPEC's defense of the Claim. SPEC may not, without Client Party's written consent, settle a claim or stipulate to the entry of a judgment in any manner that admits liability of a Client Party or imposes any obligation on such indemnified party.

4. Miscellaneous:

A. If SPEC be delayed at any time in the progress of the work by any act or neglect of Client, or of any employee of either, or by any other contractor employed by Client, or by changes ordered in the work, or any claim under Force Maj Majeure ore clause below or by any cause which SPEC shall decide to justify the delay, then the time of completion shall be extended for such reasonable time as SPEC may decide.

B. The parties intend that SPEC, in performing services specified in this Agreement, shall act as an independent contractor and shall have complete control of the work and the manner in which it is performed. SPEC shall be free to contract for similar services to be performed for other customers while supplier is under contract with Client. SPEC is not to be considered an agent or employee of Client and is not entitled to participate in any pension plans, or in bonus, stock, or similar benefits that Client provides for its employees.

C. The personnel furnished pursuant to this Agreement will be, and remain, employees of SPEC, and SPEC will exercise complete control over their conduct and will pay all wages, expenses, social security taxes, federal and state unemployment insurance, and any similar taxes relating to the employees.

D. LIMITATION OF LIABILITY. IN NO EVENT SHALL SPEC BE LIABLE TO CLIENT OR TO ANY OTHER PARTY FOR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES, OR DAMAGES FOR LOST PROFITS OR LOSS OF BUSINESS, HOWEVER CAUSED AND UNDER ANY THEORY OF LIABILITY, WHETHER BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHER THEORY OF LIABILITY, REGARDLESS OF WHETHER CLIENT WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY. IN NO EVENT SHALL SPEC'S LIABILITY ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT EXCEED THE AMOUNTS PAID BY CLIENT TO SPEC UNDER THIS AGREEMENT FOR THE SERVICES, DELIVERABLES OR INVENTION GIVING RISE TO SUCH LIABILITY.

E. Assignability. This Agreement will be binding upon Client's heirs, executors, assigns, administrators, and other legal representatives, and will be for the benefit of the Client, its successors, and its assigns. There are no intended third-party beneficiaries to this Agreement, except as expressly stated. Except as may otherwise be provided in this Agreement, Client may not sell, assign or delegate any rights or obligations under this Agreement. Notwithstanding anything to the contrary herein, Client may assign this Agreement and its rights and obligations under this Agreement to any successor to all or substantially all of Client's relevant assets, whether by merger, consolidation, reorganization, reincorporation, sale of assets or stock, change of control or otherwise.

F. Entire Agreement. This Agreement constitutes the entire agreement and understanding between the Parties with respect to the subject matter herein and supersedes all prior written and oral agreements, discussions, or representations between the Parties. Client represents and warrants that Client is not relying on any statement or representation not contained in this Agreement. To the extent any terms set forth in any Estimate or Change Request conflict with the terms set forth in this Agreement, the terms of this Agreement shall control unless otherwise expressly agreed by the Parties in such Estimate or Change Request.

G. Severability. If a court or other body of competent jurisdiction finds, or the Parties mutually believe, any provision of this Agreement, or portion thereof, to be invalid or unenforceable, such provision will be enforced to the maximum extent permissible to effect the intent of the Parties, and the remainder of this Agreement will continue in full force and effect.

H. Modification, Waiver. No modification of or amendment to this Agreement, nor any waiver of any rights under this Agreement, will be effective unless in a writing signed by the Parties. Waiver by the Client of a breach of any provision of this Agreement will not operate as a waiver of any other or subsequent breach.

I. Notices. Any notice or other communication required or permitted by this Agreement to be given to a Party shall be in writing and shall be deemed given (i) if delivered personally or by commercial messenger or courier service, (ii) when sent by confirmed facsimile, or (iii) if mailed by U.S. registered or certified mail (return receipt requested), to the Party at the Party's address written below or at such other address as the Party may have previously specified by like notice. If by mail, delivery shall be deemed effective three business days after mailing in accordance with the address stated on the Estimate. The address of a Party to which notices, or other communications shall be mailed may be changed from time to time by giving written notice to the other Parties.

J. Attorneys Fees & Costs. In any court, mediation, arbitration, action at law or equity that is brought by one of the Parties to this Agreement to enforce or interpret the provisions of this Agreement, the prevailing Party will be entitled to reasonable attorneys' fees, in addition to any other relief to which that Party may be entitled.

K. Signatures. This Agreement may be signed in two counterparts, each of which shall be deemed an original, with the same force and effectiveness as though executed in a single document.

L. Force Majeure. Neither Party to this Agreement shall be liable to the other for any loss, cost, or damages, arising out of, or resulting from, any failure to perform (*contract shall be allowed to be extended by SPEC pursuant to Section 4.A. of this Agreement*) in accordance with the terms of this Agreement where the cause of such failure shall include, but not be limited to, acts of God, strikes, lockouts, or other industrial disturbances, wars, whether declared or undeclared, blockades, insurrections, riots, governmental action, explosions, fire, floods, strikes, pandemics or any other unforeseeable cause not within the reasonable control of either party (collectively referred to herein as "Force Majeure Event"). A Force Majeure event does not include an act of negligence or Intentional Wrongdoing by either party. Notwithstanding the foregoing, any party claiming a Force Majeure event shall use reasonable diligence to remove the condition that prevents performance and shall not be entitled to suspend performance of its obligations in any greater scope or for any longer duration than is required by the Force Majeure event. Each party shall use its best efforts to mitigate the effects of such Force Majeure event, remedy its inability to perform, and resume full performance of its obligations hereunder.

5. Optional Services. SPEC may be able to assist Client in other services in connection, however this Agreement, specifically exclude these services unless Client enters a separate written and signed agreement with Client.

A. Structural Design Engineer ("SDE"). Client acknowledges and understands that the structure being built is a prefabricated, pre-engineered, assembled onsite solution. In certain jurisdictions, the footers may require a local licensed structural engineer to seal and stamp the manufacturer recommended footers based on the local soil conditions. Client is responsible to get obtain a local SDE to provide any certifications required.

Client, acknowledges and understands that SPEC is not responsible for paying for the SDE. This is a separate cost paid by client directly to SPEC. Should Client wish to utilize SPEC's consulting services to identify and retain SDE, this will be a separate cost on a per project basis. Should Client wish to retain SPEC's consulting services for this specific service, Parties will agree in a signed writing that Client is seeking SPEC's assistance to provide this service. SPEC will provide Client with a Retainer Amount to be paid prior to services start. Said retainer will be billed against by SPEC. Any unused portion of the retainer will be refunded. Additionally, should the retainer be insufficient, Client agrees to replenish upon request by SPEC.

B. Permits or Equivalent. Client, acknowledges and understands that it is the Client's responsibility to secure all permits or equivalent associated with the installation of the Project. Further SPEC is not responsible for any application or other submittals to the Accessibility at the Department commonly referred to as the "DSA".

BURKE GENERATIONS WARRANTY®

The Longest and Strongest warranty in the industry

BCI Burke Company, LLC ("Burke") warrants that all standard products are warranted to be free from defects in materials and workmanship, under normal use and service, for a period of one (1) year from the date of shipment.

We stand behind our products. In addition, the following products are warranted, under normal use and service from the date of shipment as follows:

- One Hundred (100) Year Limited Warranty on aluminum and steel upright posts (including Intensity®, Synergy™, Nucleus®, Voltage®, Little Buddies®, ELEVATE®, ACTIVATE®, INVIGORATE™) against structural failure due to corrosion, deterioration or workmanship.
- One Hundred (100) Year Limited Warranty on KoreKonnect® clamps against structural failure due to corrosion, deterioration or workmanship.
- One Hundred (100) Year Limited Warranty on Hardware (nuts, bolts, washers)
- One Hundred (100) Year Limited Warranty on bolt-through fastening and clamp systems (Synergy™, Intensity®, Nucleus®, Voltage®, Little Buddies®, ELEVATE®).
- Twenty-Five (25) Year Limited Warranty on spring assemblies and aluminum cast animals.
- Fifteen (15) Year Limited Warranty on structure platforms and decks, metal roofs, table tops, bench tops, railings and barriers against structural failure due to materials or workmanship.
- Fifteen (15) Year Limited Warranty on all plastic components including StoneBorders against structural failure due to materials or workmanship.
- Ten (10) Year Limited Warranty on ShadePlay Canopies fabric, threads, and cables against degradation, cracking or material breakdown resulting from ultra-violet exposure, natural deterioration or manufacturing defects. This warranty is limited to the design loads as stated in the specifications.
- Ten (10) Year Limited Warranty on NaturePlay® Boulders and GFRC products against structural failure due to natural deterioration or workmanship. Natural wear, which may occur with any concrete product with age, is excluded from this warranty
- Ten (10) Year Limited Warranty on Full Color Custom Signage against manufacturing defects that cause delamination or degradation of the sign. Full Color Custom Signs also carry a two (2) year warranty against premature fading of the print and graphics on the signs.
- Five (5) Year Limited Warranty on Intensity® and RopeVenture® cables and LEVEL X® flex bridge against premature wear due to natural deterioration or manufacturing defects. Determination of premature wear will be at the manufacturer's discretion.
- Five (5) Year Limited Warranty on moving parts, including swing components, against structural failure due to materials or workmanship.
- Five (5) Year Limited Warranty on PlayEnsemble® cables and mallets against defects in materials and workmanship.
- Three (3) Year Limited Warranty on electronic panel speakers, sound chips and circuit boards against electronic failure caused by manufacturing defects.

The warranty stated above is valid only if the equipment is erected in conformity with the layout plan and/or installation instructions furnished by BCI Burke Company, LLC using approved parts; have been maintained and inspected in accordance with BCI Burke Company, LLC instructions. Burke's liability and your exclusive remedy hereunder will be limited to repair or replacement of those parts found in Burke's reasonable judgment to be defective. Any claim made within the above stated warranty periods must be made promptly after discovery of the defect. A part is covered only for the original warranty period of the applicable part. Replacement parts carry the applicable warranty from the date of shipment of the replacement from Burke. After the expiration of the warranty period, you must pay for all parts, transportation and service charges.

Burke reserves the right to accept or reject any claim in whole or in part. Burke will not accept the return of any product without its prior written approval. Burke will assume transportation charges for shipment of the returned product if it is returned in strict compliance with Burke's written instructions.

THE FOREGOING WARRANTIES ARE EXCLUSIVE AND IN LIEU OF ANY OTHER WARRANTY, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTY OR MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. IF THE FOREGOING DISCLAIMER OF ADDITIONAL WARRANTIES IS NOT GIVEN FULL FORCE AND EFFECT, ANY RESULTING ADDITIONAL WARRANTY SHALL BE LIMITED IN DURATION TO THE EXPRESS WARRANTIES AND BE OTHERWISE SUBJECT TO AND LIMITED BY THE TERMS OF BURKE'S PRODUCT WARRANTY. SOME STATES DO NOT ALLOW THE EXCLUSION OF CERTAIN IMPLIED WARRANTIES, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU.

Warranty Exclusions: The above stated warranties do not cover: "cosmetic" defects, such as scratches, dents, marring, or fading; damage due to incorrect installation, vandalism, misuse, accident, wear and tear from normal use, exposure to extreme weather; immersion in salt or chlorine water, unauthorized repair or modification, abnormal use, lack of maintenance, or other cause not within Burke's control; and

Limitation of Remedies: Burke is not liable for consequential or incidental damages, including but not limited to labor costs or lost profits resulting from the use of or inability to use the products or from the products being incorporated in or becoming a component of any other product. If, after a reasonable number of repeated efforts, Burke is unable to repair or replace a defective or nonconforming product, Burke shall have the option to accept return of the product, or part thereof, if such does not substantially impair its value, and return the purchase price as the buyer's entire and exclusive remedy. Without limiting the generality of the foregoing, Burke will not be responsible for labor costs involved in the removal of products or the installation of replacement products. Some states do not allow the exclusion of incidental damages, so the above exclusion may not apply to you.

The environment near a saltwater coast can be extremely corrosive. Some corrosion and/or deterioration is considered "normal wear" in this environment. Product installed within 500 yards of a saltwater shoreline will only be covered for half the period of the standard product warranty, up to a maximum of five years, for defects caused by corrosion. Products installed in direct contact with saltwater or that are subjected to salt spray are not covered by the standard warranty for any defects caused by corrosion.

Contact your local Burke Representative for warranty information regarding Burke Turf® and Burke Tile products.

Terms of Sale

Pricing: Prices published in this catalog are in USD, are approximate and do not include shipping & handling, surfacing, installation nor applicable taxes. All prices are subject to change without notice. Contact your Burke representative for current pricing. Payments are to be made in USD.

Weights: Weights are approximate and may vary with actual orders.

Installation: All equipment is shipped unassembled. For a list of factory-certified installers in your area, please contact your Burke representative.

Specifications: Product specifications in this catalog were correct at the time of publication. However, product improvements are ongoing at Burke, and we reserve the right to change or discontinue specifications without notice.

Loss or Damage in Transit: A signed bill of lading is our receipt from a carrier that our shipment to you was complete and in good condition upon arrival. Before you sign, please check the Bill of Lading carefully when the shipment arrives to make sure nothing is missing and there are no damages. Once the shipment leaves our plant, we are no longer responsible for any damage, loss or shortage.

For more information regarding the warranty, call Customer Service at 920-921-9220 or 1-800-356-2070. **01/2022**

duraSAFE®
RUBBER PLAYGROUND TILES

LIMITED LIFETIME PRODUCT WARRANTY

Effective as of: YR / MO / DAY **Last Revised:** April 17, 2018.

sofSURFACES Inc. warrants that duraSAFE® tiles will be free from defects in materials and workmanship. sofSURFACES further warrants that duraSAFE tiles comply with the requirements of the ASTM F1292-13 standard specification for impact attenuation.

What does the warranty cover?

Surface wear due to ordinary abrasion from pedestrian traffic will not penetrate the wear course of the surface. The product will comply with the requirements of ASTM F1292-13 at the height for which the duraSAFE product was rated by the manufacturer at the time of purchase.

What will we do?

Any segment of a duraSAFE surface that fails to meet the warranty criteria will be repaired or replaced, at and in conjunction with the warranty coverage schedule below.

Warranty Coverage

sofSURFACES shall be responsible for 100% of the product cost of the repair or replacement of any product found to be defective or not in compliance with the warranty herein within the first six (6) years following the original shipment of the product.

Where any product is found to be defective or not in compliance with the warranty herein more than six (6) years following the original shipment of the product, sofSURFACES shall be responsible for 50% of the cost of the repair or replacement of such products as follows (and the buyer shall bear and pay the remaining portion of such costs):

# OF YEARS FROM DATE OF ORIGINAL SHIPMENT TO DATE OF CLAIM	% OF CURRENT LIST PRICE OF PRODUCT FOR WHICH SOFSURFACES IS RESPONSIBLE
0-6 years	100%
more than 6 years	50%

Warranty Exclusions

Product failure caused by accidents, misuse, natural disasters, vandalism, improper installation, or maintenance and the like (see installation care and maintenance instructions).

- Color change caused by exposure to UV and/or normal abrasion from pedestrian traffic
- Black transfer which can occur over time to recycled rubber
- Failure due to improper sub-surface preparation
- Punctures from extreme high forces, such as high heels, narrow tipped chair or table legs, kickstands and pogo sticks
- Use of the product in a manner not intended for its manufactured application

How to submit a warranty claim

A warranty claim should be made directly to sofSURFACES. Please provide a description of the claimed defect, the date the defect was discovered, photographic images and the project name, site address, phone and email address so we can contact you and request additional information if required to process your claim.

Additional Considerations

sofSURFACES' liability is limited to the material and transportation costs of repair or replacement of the product at sofSurfaces option. Where duraSAFE is installed only in high traffic areas or installed in combination with other surfacing products not sold by sofSURFACES, such duraSAFE are excluded from this warranty.

- In the event of repair, replacement, or refinishing under this warranty, the warranty applicable to the replacement material or to the repaired or refinished products will extend only for the time remaining under the original warranty.
- sofSURFACES reserves the right to discontinue or change any design or color of any products at any time without notice or liability. If, for any reason, products of the type originally purchased are no longer available at the time a warranty claim is made, a suitable replacement of comparable quality and price will be recommended.

THIS WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

Your exclusive remedy for any breach of warranty is as set forth in this warranty. This warranty gives you specific legal rights. You may have other rights which vary from state to state and province to province.

PATENTED TILE KROS LOCK LOCKING SYSTEM®

MATERIALS · WORKMANSHIP LIMITED ASTM WARRANTY F1292 LIFETIME IMPACT ATTENUATION

INTERNATIONAL PLAY EQUIPMENT PUBLIC PLAY SURFACING IPEMA CERTIFIED TO ASTM F1292 MANUFACTURERS ASSOCIATION

To verify product certification, visit www.ipema.org.



For future reference, please record your sofSURFACES 5-Digit Sales Order Number and Date of Purchase Here.

Sales Order Number: ORD_ _ _ _ _ Date of Purchase: YR / MO / DAY

sofSURFACES RUBBER TILE SOLUTIONS

We'd like to hear from you! Comments and photos are always welcome!

duraSAFE®
RUBBER PLAYGROUND TILES

INSTALLATION WARRANTY

Effective as of: YR / MO / DAY

Last Revised: April 17, 2018.

sofSURFACES Inc. warrants that duraSAFE® systems installed by certified sofSURFACES installation crews will be free from defects in workmanship. sofSURFACES further warrants that when installed correctly, the surface will meet the ASTM F1292-13 standard for the working life of the surface.

sofSURFACES has led an effort to bring about more advanced and higher performing surfacing systems to the market. A key component of this effort includes installation. sofSURFACES has developed advanced and proprietary installation techniques that are unique to our duraSAFE product. duraSAFE's product warranty revolves around the mandatory use of factory certified installers that are experienced and professionally trained in the use of these techniques. Proper installation is the only way to ensure that your new duraSAFE surface performs as expected for years to come.

The installer of the project is responsible for any issues deemed to be at fault of the installer. Issues such as but not limited to; seam separation, gapping, curling, faulty cuts or missed adhesive.

Our Installation Manual should be reviewed by the end user to confirm all elements have been followed.

Your installation has been completed by:

Company Name

Foreman Name

Mailing Address

Phone Number

Email

Certification Number

Signature

and will warrant the site from installation related defects for:

Duration

I certify that the material and installation of my project has been completed to my satisfaction:

Project Name

Contact Name

Site Installation Address

Phone Number

Email

Signature

PATENTED TILE KROS LOCK LOCKING SYSTEM ®

MATERIALS · WORKMANSHIP LIMITED ASTM WARRANTY F1292 LIFETIME IMPACT ATTENUATION

INTERNATIONAL PLAY EQUIPMENT PUBLIC PLAY SURFACING IPEMA CERTIFIED TO ASTM F1292 MANUFACTURERS ASSOCIATION

To verify product certification, visit www.ipema.org.



For future reference, please record your sofSURFACES 5-Digit Sales Order Number and Date of Purchase Here.

Sales Order Number: ORD _ _ _ _ _ Date of Purchase: YR / MO / DAY

In order to activate warranty, please scan and submit to **warranty@sofsurfaces.com** upon completion of installation.

sofSURFACES RUBBER TILE SOLUTIONS

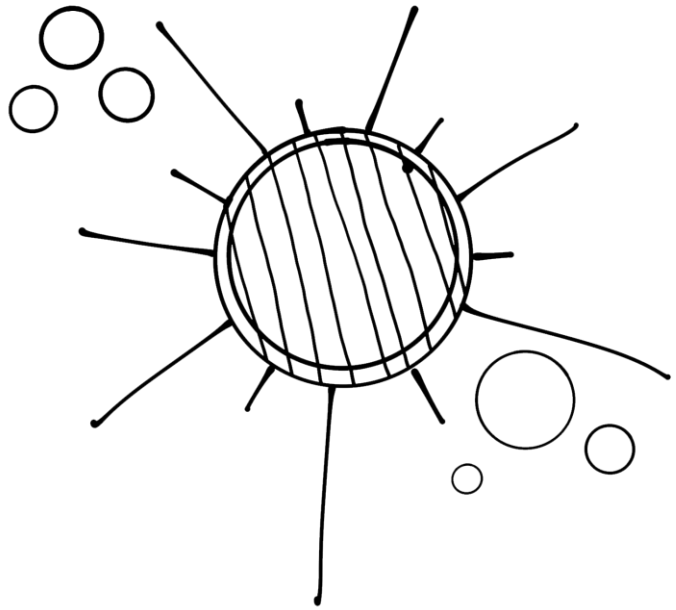
We'd like to hear from you! Comments and photos are always welcome!

For questions, comments, and revisions, please call or email.
Thank you for the opportunity!!!

Next Steps - Please Contact:

Chris Olsen
Sr. Project Manager
c.olsen@specplay.com

Mobile: 650.769.0775
Office: 800.475.1071



Specified Play Equipment Company
121 #1 Industrial Road Belmont, CA 94002

DATE: November 12, 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 proposal from Sanbell, and authorizing the City Manager to execute Amendment Number 1 to the Consulting Services Agreement with Sanbell for design services related to the East Cypress Road Widening at CCWD Canal Crossing Project at Jersey Island Road – Capital Improvement Project 310

Background and Analysis

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

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

Over the past few years as private development projects were constructed, each respective private development project constructed the new East Cypress Road along their frontage as seen along the Emerson Ranch and Delaney Park subdivisions. The construction of the improvements to widen East Cypress Road along the Burroughs Subdivision is currently underway and anticipated to be completed by fall 2025. The completion of this project will bring improvements on East Cypress Road to the west of the Contra Costa Water District Canal (CCWD) and Jersey Island Road.

ACD TI Capital Group, the developer of the Grand Cypress Preserve project, was originally slated to construct the improvements to East Cypress Road from the CCWD canal to Bethel Island Road. The Grand Cypress Preserve project would be the largest residential development project that has been planned in Oakley and would take several years to construct. The developer informed the City that they have placed their development project on hold and will not be constructing the East Cypress Road improvements until a date yet to be determined.

The uncertainty of the construction of the improvements to this important section of East Cypress Road on the developer's part necessitated that the City negotiate with the developer to reach an agreement. This agreement included the acquisition of the right of way and transfer of all plans and permits that the developer had been working on for the East Cypress Road improvements. The City Council approved the Superseding Agreement on October 24, 2023, regarding reimbursement for and implementation of construction of the improvements

related to the Grand Cypress Preserve Project. This agreement was executed in order for the City to undertake the design and construction of the East Cypress Road improvements from the CCWD canal crossing to Bethel Island Road. CIP 310 is the most complex and complicated segment of the East Cypress Road widening project and covers the area just west of the CCWD canal to the east of Jersey Island Road.

On February 13, 2024, the City Council awarded an engineering design agreement with Sanbell, formerly Bellecci and Associates, Inc. for the completion of the engineering design for the widening and improvements of East Cypress Road at the CCWD canal, undergrounding of the canal, and improvements to the intersection of East Cypress Road at Jersey Island Road.

Over the past few months, the design team of the Public Works engineering staff along with Sanbell engineers has been working expeditiously on the engineering design for the widening and improvements of East Cypress Road at the CCWD canal, undergrounding of the canal, and widening the intersection of East Cypress Road and Jersey Island Road intersection. The design for the widening of the East Cypress Road project, across all of its phases, is on the fast track to meet the timeliness that is in the agreement between the City and ACD TI Capital Group.

The scope of CIP 310 evolved over the past few months as the design team worked on all the complex details of the project in close coordination with CCWD, and additional design work needed to be done to keep the project schedule on track, as outlined in the letter from Sanbell dated October 7, 2024.

A critical part of CIP 310 is for the undergrounding of the CCWD canal at the intersection of East Cypress Road and Jersey Island Road. This project is currently in the bidding phase, and a construction agreement will be presented to the City Council for approval on December 10, 2024. The construction of this project is anticipated to start in spring 2025 and will be completed by fall 2026.

The Public Works engineering staff will continue to work on the other phases of CIP 310, which includes all the roadway widening and improvements and installation of all new underground utilities which is anticipated to go into construction in summer 2025.

Consistency with the Oakley Strategic Plan 27+

The approval of this agreement is consistent with the Oakley Strategic Plan under our Community Health and Safety Goal to provide safe streets in our City. East Cypress Road is a critical segment in the Oakley roadway infrastructure network that will serve existing and future communities in the eastern portion of the City.

Fiscal Impact

The funding for the design of this project has been included in the Capital Improvement budget for Fiscal Year 2024/25 and is spread between several funding sources, including Traffic Impact Fees, General Capital Projects and Street Rehabilitation funds.

Staff Recommendation

Staff recommends that the City Council adopt the resolution approving Amendment Number 1 to the Consulting Services Agreement with Sanbell, to provide additional design services for East Cypress Road Widening at CCWD Canal Crossing Project – CIP 310 and to authorize the City Manager to execute the contract amendment for a not to exceed an additional amount of $57,690.

Attachments

1) Resolution
2) Sanbell Proposal

RESOLUTION NO. XX-24

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OAKLEY APPROVING THE DESIGN CONTRACT AMENDMENT 1 WITH SANBELL FOR THE WIDENING AND IMPROVEMENTS TO EAST CYPRESS ROAD AT THE CONTRA COSTA CANAL CROSSING PROJECT, CIP 310

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

WHEREAS, the Public Works engineering staff have been working with the Sanbell engineers on the design of this project in close coordination with CCWD to keep the project moving forward; and,

WHEREAS, the scope of CIP 310 design evolved over the past few months as the design team worked on all the complex details of the project that included environmental permitting, additional utility design, and preparation of separate bid documents; and,

NOW, THEREFORE, BE IT RESOLVED AND ORDERED, that the City Council of the City of Oakley approves Amendment 1 of the design agreement for an additional $57,690.00 with Sanbell associated with CIP Number 310 – East Cypress Road Widening Project at CCWD Canal Crossing and authorizes the City Manager to execute the agreement, with the proposal attached hereto as Exhibit A and made part of this resolution.

PASSED AND ADOPTED by the City Council of the City of Oakley this 12th day of November 2024 by the following vote:

AYES:
NOES:
ABSTENTIONS:
ABSENT:

APPROVED:

_____
Anissa Williams, Mayor

ATTEST:

_____
Libby Vreonis, City Clerk

_____
Date

October 7, 2024

VIA EMAIL
Ms. Billilee Saengchalern, P.E., T.E.
Engineering Manager-City of Oakley
3231 Main Street
Oakley, CA 94561
Email: Saengchalern@ci.oakley.ca.us

Subject: **CIP 310 – East Cypress Road Widening at CCWD Canal Crossing Project**
Additional Services Request

Dear Ms. Saengchalern,

We are writing to you regarding the East Cypress Road (ECR) CIP 310 project to request your consideration for additional services budget. We request additional fees for services not originally anticipated in our contract budget:

1. Roadway & Utility Easement Plat and Legal Description

2. CIP 247 work captured in CIP 310: incorporating finished curb and gutter, sidewalk, median, bioretention areas, landscaping, irrigation, storm drain, asphalt roadway section, and earthwork from STA 104+00 to STA 117+00 into the CIP 310 95% and 100% PS&E

3. ACD-TI Dewatering Calculations and Exhibit and Environmental review of the Dewatering groundwater report.

4. Preparing two separate bid documents (plans, specification, estimate) for the canal work and roadway work. Additional structural details and coordination for lowering of access structures.

5. Conceptual plan Exhibits and Staging plan graphical Renderings for the Contra Costa Water District

6. CEQA Exhibit with acreage and updates to the exhibits.

Please see attached for your review of our proposed budget spreadsheet. We appreciate your time in evaluating our fee request. If you have any questions or comments, please feel free to contact me or Anoop Reddy Admal, PE at 925.685.4569

Sincerely,

Daniel Leary, PE PTOE QSD

EXHIBIT A

City of Oakley, CA

East Cypress Road - CIP 310

Additional Services Request #1 - Geotech + Dewatering Exhibits + Plats/Legal + Gates CIP 247 work + Conceptual Exhibits

08/11/2024

																		ODCs	Mark Up	Total
Task	Task Description	Prin Eng II	Prin Eng I	Eng III	Eng II	Eng I	Assist Eng I	Survey Tech III	Prof Land Surv	Total Hours	Total Bellecci Labor Costs	Geotechnical Engineer - Environmental Assessment	Landscape Architect	Gates (Planting and Irrigation)	Duquette Engineering-T&S Structural (Junction Structure)	Earth Calc (Earthwork Volumes)	Other Direct Costs	10% Sub Mark Up	Total Fee
		$270	$240	$190	$174	$164	$140	$174	$220			LS Fee	LS Fee	LS Fee	LS Fee	LS Fee			
1	Roadway & Utility Easement Plat & Legal							12	2	14	$2,528						$0	$0	$2,528
2	CIP 247 work incorporated into CIP 310 (95%, 100%)		4	8		24				36	$6,416			$3,300			$0	$330	$10,046
3	ACD-TI Dewatering Calculations and Exhibit + Meetings + Environmental review of Groundwater Dewatering Information	2	8	16						26	$5,500	$3,500					$0	$350	$9,350
4	Preparing Two Separate Bid Documents + Lowering of the Seg5B and Seg4 Access Structures		8	24		48				80	$14,352				$6,500		$0	$650	$21,502
5	Conceptual Exhibits/Renderings		6	8		16	16			46	$7,824		$2,000				$0	$200	$10,024
6	CEQA Exhibits with acreage and updates to Exhibits		2	8			16			26	$4,240						$0	$0	$4,240
		2	**28**	**64**	**0**	**88**	**32**	**12**	**2**	**228**	**$40,860**	**$3,500**	**$2,000**	**$3,300**	**$6,500**	**$0**	**$0**	**$1,530**	**$57,690**

Notes:
Distribution of Hours may vary during the performance of the services
Billing rates will have 3.5% escalation at each calendar year

DATE: November 12, 2024

TO: Joshua McMurray, City Manager

FROM: Kevin Rohani, Public Works Director/City Engineer

Approved and Forwarded to the City Council

SUBJECT: Adopt a Resolution approving a Subdivision Improvement Agreement with Civic Summer Lake North, LLC for Dal Porto Ranch Park which consists of Lake and Sports Park Improvements within the Summer Lake North Subdivision (Parcel C and Parcel D of Subdivision 9307)

Background and Analysis

On October 25, 2011, the City Council approved the Summer Lake North Subdivision 9307 (TM 01-11) Vesting Tentative Map, which includes the improvement to lake and sports park improvements for Parcels C (22.76 acres) and D (19.36 acres) of the recorded Final Map for Subdivision 9307.

On April 23, 2021, the Community Development Director prepared a letter of substantial conformance letter stating that the updated Vesting Tentative Map presented to the city is in substantial conformance to the originally approved Vesting Tentative Map.

On December 14, 2021, the City Council approved the name of the park to be “Dal Porto Ranch Park” with Resolution 147-21.

On February 27, 2024, by Resolution 19-24 and 20-24, the City Council approved the large lot Final Map and Subdivision Improvement Agreement of Subdivision 9307 Summer Lake North, which subdivided the property carving out the various parcels for the park, lake, pump station, sewer lift station, levee, backbone roadway infrastructure, and parcels for future villages within this master planned community.

Civic Summer Lake North, LLC, is now requesting approval for the City Council to execute the Subdivision Improvement Agreement for Dal Porto Ranch Park which consists of lake and sports park improvements within Subdivision 9307. In order to satisfy all remaining conditions of approval, a Subdivision Improvement Agreement must be approved for the improvement of this park.

Civic Summer Lake North, LLC is responsible for the full cost of the Dal Porto Ranch Park construction. When construction has been completed and is in conformance with the approved plans and agreement, Parcels C and D will be dedicated to the City for public use and accepted for maintenance.

Consistency with the Oakley Strategic Plan 27+

This item is consistent with the Strategic Plan 27+ Parks and Open Space goals to build parks and public areas and encourage programs and recreation.

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 for Dal Porto Ranch Park consisting of Lake and Sports Park Improvements associated with Parcel C and D within Subdivision 9307 Summer Lake North.

Attachments

Attachment 1. Vicinity Map

Attachment 2. Resolution Approving the Subdivision Improvement Agreement

Attachment 3. Subdivision Improvement Agreement (SIA)

- Exhibit A – Engineer's Estimate
- Exhibit B – Insurance Requirements
- Exhibit C – Verification of Required Insurance



OAKLEY
CALIFORNIA

Vicinity Map

Dal Porto Ranch Park

Subdivision 9307 - Summer Lake North

RESOLUTION NO. -24

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OAKLEY APPROVING THE SUBDIVISION IMPROVEMENT AGREEMENT WITH CIVIC SUMMER LAKE NORTH, LLC FOR DAL PORTO RANCH PARK WHICH CONSISTS OF LAKE AND SPORTS PARK IMPROVEMENTS WITHIN SUBDIVISION 9307 AND AUTHORIZING THE CITY MANAGER TO EXECUTE SAID AGREEMENT

WHEREAS, the City Council of the City of Oakley, California, wishes to enter into a Subdivision Improvement Agreement with Civic Summer Lake North, LLC for the development and faithful performance of public park improvements for Dal Porto Ranch Park on Parcels C and D within Subdivision 9037; and

WHEREAS, the Subdivision Improvement Agreement will require the Developer to construct $175,000 for the Lake Park Parking Lot Improvements, $3,316,901.92 for the Lake Park Landscape Improvements, $500,000 for the Sports Park Parking Lot Improvements, and $7,710,068.80 for the Sports Park Landscape Improvements. A total sum of $11,701,970.72 for the entire construction of Dal Porto Ranch Park in accordance with the project conditions of approval and City standard design and construction; and,

WHEREAS, the general location of the park is shown in the Vicinity Map attached as Exhibit A, which consists of Parcel C (22.76 acres) and Parcel D (19.36 acres) of the Subdivision 9307 recorded Final Map; and,

WHEREAS, upon dedication of Parcels C and D from the developer, satisfactory completion of the park improvements, and plant establishment period, Dal Porto Ranch Park will be accepted by the City of Oakley for public use; and,

NOW THEREFORE BE IT RESOLVED AND ORDERED, by the City Council of the City of Oakley that the Subdivision Improvement Agreement for Dal Porto Ranch Park within Subdivision 9307 with Civic Summer Lake North, LLC is hereby approved.

PASSED AND ADOPTED this 12th day of November 2024 by the following vote.

AYES:
NOES:
ABSTENTION:
ABSENT:

APPROVED:

ATTEST: _____
Anissa Williams, Mayor

_____ _____
Libby Vreonis, City Clerk Date

CITY OF OAKLEY
SUBDIVISION IMPROVEMENT AGREEMENT
SUBDIVISION 9307 SUMMER LAKE NORTH
FOR DAL PORTO RANCH PARK

This agreement is made and entered into this 12th day of November, 2024 by and between the City of Oakley, a municipal corporation, hereinafter referred to as "CITY", and Civic Summer Lake North, LLC., a Delaware limited liability company, 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 Subdivision 9307, desires to improve Parcel C and D of Subdivision 9307 Final Map, 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 116-11, and further affirmed with the substantial conformance letter from City dated April 23, 2021, 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 "*Dal Porto Ranch Park Sports Park Subdivision 9307*" and "*Dal Porto Ranch Park Lake Park Subdivision 9307*" prepared by VanderToolen and Associates 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 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 park improvements, as required in the conditions of approval of Tentative Map 9307 as set forth in Resolution 116-11, which is incorporated herein as if set forth at this point, or as otherwise required in subdivision ordinance. In the event that any provision of this Agreement conflicts with the provisions of the conditions of approval the provisions of Resolution 116-11 shall prevail to the extent that the conflicting provision in Resolution 116-11 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 36 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 for Bonding Purposes.

The estimated cost of constructing The Improvements required by this Agreement as adjusted for inflation is agreed to be $175,000 for the Lake Park Parking Lot Improvements, $3,316,901.92 for the Lake Park Landscape Improvements, $500,000 for Sports Park Parking Lot Improvements, and $7,710,068.80 for the Sports Park Landscape Improvements. A total sum of $11,701,970.72 for the construction of Dal Porto Ranch Park. Said amounts include costs and reasonable expenses and fees which may be incurred in enforcing the obligation secured, as set forth in Resolution 116-11.

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.

To the extent required by Labor Code Section 1720, DEVELOPER and its contractors shall pay prevailing wages for all work performed for the construction, alteration, demolition, installation, or repair for construction of the Improvements required by this Agreement. Pursuant to the provisions of Section 1773 of the Labor Code of the State of California, the general prevailing rate of per diem wages and the general rate for holiday and overtime work in this locality for each craft, classification, or type of workman needed to execute the work required by this Agreement from the Director of the Department of Industrial Relations and on its website at http://www.dir.ca.gov/DLSR/DPreWageDetermination.htm. These rates are on file with the City Engineer. Copies may be obtained at cost at the City Engineer’s office, City of Oakley. DEVELOPER shall post a copy of such wage rates at the job site and shall pay the adopted prevailing wage rates as a minimum. DEVELOPER shall comply with the provisions of Sections 1773.8, 1775, 1775,1777.5, 1777.6, and 1813 of the Labor Code.

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 its 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 (including acts of vandalism), 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, including all administrative costs incurred by the City to administer such repair(s).. 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.

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, which consent shall not be unreasonable withheld.

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, after notice and an opportunity to cure, which notice shall give no fewer than ten (10) business days to address any claim of default, 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: David B. Sanson and
Trent Sanson
Civic Summer Lake North, LLC
1500 Willow Pass Court
Concord, CA 94520

With a copy to:

Dana Tsubota
Civic Summer Lake North, LLC
1500 Willow Pass Court
Concord, CA 94520

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

Attn: Daniel Livsey
The Ohio Casualty Insurance Company
1340 Treat Blvd., Suite 400
Walnut Creek, CA 94597

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.

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

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.

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

DEVELOPER

By: _____
Civic Summer Lake North, LLC

APPROVED AS TO FORM:

_____
Derek P. Cole City Attorney

ATTEST:

_____
Libby Vreonis, City Clerk

Exhibits:
- Exhibit A - Engineer and Landscape Architect's Estimate
- Exhibit B - Insurance Requirements
- Exhibit C - Verification of Require Insurance

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 California
County of _____)

On _____ before me, _____
(insert name and title of the officer)

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 _____ **(Seal)**

Clear Form Print Form

EXHIBIT A

ENGINEER AND LANDSCAPE ARCHITECT'S ESTIMATES

CIVIL ENGINEERS I SURVEYORS I PLANNERS

ENGINEER'S BOND ESTIMATE
DAL PORTO RANCH PARK
LAKE PARK - PARKING LOT IMPROVEMENTS
SUMMER LAKE NORTH
SUBDIVISION 9307
CITY OF OAKLEY, CALIFORNIA

October 10, 2024
Job No.: 1292-100

Item	Description	Quantity	Unit	Unit Price	Amount
	STREET IMPROVEMENTS				
1	Conform to Existing Pavement *(Assume 10')*	490	SF	$ 4	$ 1,960
2	2.5" Asphalt Concrete	25,200	SF	$ 1.13	$ 28,476
3	6" Aggregate Base	25,200	SF	$ 1.14	$ 28,728
4	Pavement Sealant *(Fog)*	25,200	SF	$ 0.02	$ 504
5	6" Vertical Curb and Gutter	730	LF	$ 23	$ 16,790
6	6" Vertical Curb	910	LF	$ 18	$ 16,380
7	Curb Ramp	1	EA	$ 1,500	$ 1,500
8	Sidewalk	4,900	SF	$ 5	$ 22,050
9	Striping *(Parking Stalls, ADA Loading Zones & STOP pavement markings, Traffic Signs)*	1	LS	$ 5,000.00	$ 5,000
10	Driveway Approach *(Boat Ramp)*	360	SF	$ 5.00	$ 1,800
	Subtotal Street Improvements				$ 123,188
	DRAINAGE IMPROVEMENTS				
11	18" N-12 WT HDPE	490	LF	$ 55	$ 26,950
12	Catch Basin *(Type I Inlet)*	3	EA	$ 3,000	$ 9,000
	Subtotal Drainage Improvements				$ 35,950
	LANDSCAPE				
13	N.I.C.	-		$ -	$ -
	ELECTRICAL IMPROVEMENTS				
14	N.I.C.	-		$ -	$ -
	SUBTOTAL DAL PORTO RANCH PARK CONSTRUCTION COST				**$ 159,138**
	10% CONTINGENCY				**$ 15,914**
	TOTAL DAL PORTO RANCH PARK CONSTRUCTION COST				**$ 175,000**
	(to the nearest $1,000)				

Notes:

1. *This estimate is for the Lake Park - Parking Lot Improvements and is based on the 'Summer Lake North - Phase 2 Rough Grading Plans' dated 04/19/2024.*
2. *This estimate is based on information available at this time and this office assumes no liability for changes in prices due to unforeseen conditions or changes required by governing agencies.*
3. *This estimate excludes all associated Agency fees and costs.*



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vanderToolen • Associates
vTA
LANDSCAPE ARCHITECTS

DENOVA HOMES

DEL PORTO RANCH PAK
LAKE PARK
Landscape Cost Opinion

OAKLEY, CA
23-Apr-24

Notes:
1 Cost Opinion is based on the landscape plans dated April 17, 2024.

UNIT LEGEND			
SF - Square Foot	LF - Linear Foot	CY - Cubic Yard	LS - Lump Sum
EA - Each	FLAT - Flats	P/TON - Per Ton	ALLOW - Estimate

LANDSCAPE

	ITEM	UNIT	QTY	COST/UNIT	EXTENSION
1	Fine Grading	SF	202,548	$ 0.65	$ 131,656.20
2	Soil Preparation	SF	202,548	$ 0.41	$ 83,044.68
3	Turf Sod	SF	17,961	$ 1.00	$ 17,961.00
4	Native Preservation Mix Sod	SF	32,017	$ 1.00	$ 32,017.00
5	Shrub Planting	SF	152,570	$ 3.50	$ 533,995.00
6	Tree - 24" Box	EA	165	$ 405.00	$ 66,825.00
7	Root Barrier (4' Length)	EA	13	$ 65.00	$ 845.00
8	3" Depth Bark Mulch	CY	917	$ 70.00	$ 64,190.00
	Subtotal				$ 930,533.88

IRRIGATION

	ITEM	UNIT	QTY	COST/UNIT	EXTENSION
9	Turf Spray	SF	49,978	$ 2.00	$ 99,956.00
10	Shrub Bubblers (1 Bubbler Per Shrub)	SF	152,570	$ 3.65	$ 556,880.50
11	Tree Bubblers (2 Bubblers Per Tree)	EA	330	$ 60.00	$ 19,800.00
12	Valves, Pipes & Fittings	SF	202,548	$ 2.50	$ 506,370.00
13	Hydro Point Weathertrak Controller	ALLOW	1	$ 25,000.00	$ 25,000.00
14	Master Valve & Flow Sensor	ALLOW	1	$ 4,000.00	$ 4,000.00
	Subtotal				$ 1,212,006.50

HARDSCAPE , SITE FURNISHINGS & AMENITIES

	ITEM	UNIT	QTY	COST/UNIT	EXTENSION
15	Concrete Paving	SF	42,590	$ 7.00	$ 298,130.00
16	6" Wide Concrete Mow Band	LF	1,972	$ 30.00	$ 59,160.00
17	3' High Tube Steel Fence	LF	3,370	$ 50.00	$ 168,500.00
18	3' High Tube Steel Gate	EA	1	$ 1,000.00	$ 1,000.00
19	Split Rail Fence	LF	832	$ 50.00	$ 41,600.00
20	Waste Receptacle	EA	2	$ 4,000.00	$ 8,000.00
21	Curved Shade Pavilion	EA	2	$ 78,000.00	$ 156,000.00
22	Bike Rack	EA	1	$ 835.00	$ 835.00
23	Picnic Table	EA	5	$ 2,500.00	$ 12,500.00
24	ADA Picnic Table	EA	8	$ 2,500.00	$ 20,000.00
25	Bench	EA	14	$ 1,200.00	$ 16,800.00
26	ADA Accessible Drinking Fountain	EA	1	$ 7,500.00	$ 7,500.00
27	Group BBQ	EA	1	$ 2,000.00	$ 2,000.00
28	Pedestal Service Table	EA	1	$ 1,200.00	$ 1,200.00
29	Removable Bollards	EA	5	$ 500.00	$ 2,500.00
30	Dog Waste Pick-Up Station	EA	1	$ 1,200.00	$ 1,200.00
31	Park Monument Sign (City Standard Sign)	ALLOW	2	$ 5,400.00	$ 10,800.00
32	Park Sign Wall	ALLOW	1	$ 10,000.00	$ 10,000.00
33	Curved Retaining Seatwall w/ Stone Veneer	LF	124	$ 300.00	$ 37,200.00
34	Flor Bench - Small	EA	2	$ 5,450.00	$ 10,900.00
35	Flor Bench - Large	EA	1	$ 7,000.00	$ 7,000.00
	Subtotal				$ 872,825.00

SUB TOTAL :	$ 3,015,365.38
10% CONTINGENCY:	$ 301,536.54
GRAND TOTAL :	$ 3,316,901.92

ITEMS NOT INCLUDED

1. Rough Grading (Per Civil)
2. Drainage Structures (per Civil)
3. Fees and Permits
4. Asphalt Paving
5. Park Lighting
6. Parking Lot
7. Boat Ramp
8. Lake & Lake Edge
9. Trash Enclosure
10. Conduit & Pull Boxes for Future Security Cameras
11. Performance Bonds
12. 90 Day Maintenance
13. Landscape Drains

CIVIL ENGINEERS I SURVEYORS I PLANNERS

ENGINEER'S BOND ESTIMATE
DAL PORTO RANCH PARK
SPORTS PARK - PARKING LOT IMPROVEMENTS
SUMMER LAKE NORTH
SUBDIVISION 9307
CITY OF OAKLEY, CALIFORNIA

April 16, 2024
Job No.: 1292-100

Item	Description	Quantity	Unit	Unit Price	Amount
	STREET IMPROVEMENTS				
1	Conform to Existing Pavement *(Assume 10')*	270	SF	$ 4	$ 1,080
2	2.5" Asphalt Concrete	75,400	SF	$ 1.13	$ 85,202
3	6" Aggregate Base	75,400	SF	$ 1.14	$ 85,956
4	Pavement Sealant *(Fog)*	75,400	SF	$ 0.02	$ 1,508
5	6" Vertical Curb and Gutter	1,390	LF	$ 23	$ 31,970
6	6" Vertical Curb	2,500	LF	$ 18	$ 45,000
7	Sidewalk	7,540	SF	$ 4.50	$ 33,930
8	Curb Ramp	1	EA	$ 1,500	$ 1,500
9	Striping *(Parking Stall, ADA Loading Zone & Traffic Signs)*	3,720	LF	$ 2.25	$ 8,370
	Subtotal Street Improvements				$ 294,516
	DRAINAGE IMPROVEMENTS				
10	18" N-12 WT HDPE	1,489	LF	$ 55	$ 81,895
11	Catch Basin *(Type I Inlet)*	15	EA	$ 3,000	$ 45,000
12	Catch Basin *(Type II Inlet)*	3	EA	$ 3,000	$ 9,000
13	SD Manhole *(Type III)*	4	EA	$ 6,000	$ 24,000
	Subtotal Drainage Improvements				$ 159,895
	ELECTRICAL IMPROVEMENTS				
14	N.I.C.	-		$ -	$ -
	LANDSCAPE				
15	N.I.C.	-		$ -	$ -
	SUBTOTAL DAL PORTO RANCH PARK CONSTRUCTION COST				**$ 454,411**
	10% CONTINGENCY				**$ 45,441**
	TOTAL DAL PORTO RANCH PARK CONSTRUCTION COST *(to the nearest $1,000)*				**$ 500,000**

Notes:

1. *This estimate is based on the 'Summer Lake North Phase 1 Dal Porto Ranch Park Sports Park - Parking Lot Improvement Plans' dated 04/12/2024. The Improvement Plans are subject to final design and approval.*
2. *This estimate is based on information available at this time and this office assumes no liability for changes in prices due to unforeseen conditions or changes required by governing agencies.*
3. *This estimate excludes all associated Agency fees and costs.*

REGISTERED PROFESSIONAL ENGINEER
JASON J. NERI
59136
CIVIL
STATE OF CALIFORNIA

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LANDSCAPE ARCHITECTS

DENOVA HOMES

DEL PORTO RANCH PAK
SPORTS PARK
Landscape Cost Opinion

OAKLEY, CA
18-Apr-24

Notes:
1 Cost Opinion is based on the landscape plans dated April 17, 2024.

UNIT LEGEND			
SF - Square Foot	LF - Linear Foot	CY - Cubic Yard	LS - Lump Sum
EA - Each	FLAT - Flats	P/TON - Per Ton	ALLOW - Estimate

LANDSCAPE

	ITEM	UNIT	QTY	COST/UNIT	EXTENSION
1	Fine Grading	SF	667,025	$ 0.65	$ 433,566.25
2	Soil Preparation	SF	667,025	$ 0.41	$ 273,480.25
3	Turf Sod	SF	513,302	$ 1.00	$ 513,302.00
4	Shrub Planting	SF	153,723	$ 3.50	$ 538,030.50
5	Tree - 15 Gal.	EA	132	$ 195.00	$ 25,740.00
6	Tree - 24" Box	EA	156	$ 405.00	$ 63,180.00
7	Root Barrier (4' Length)	EA	134	$ 65.00	$ 8,710.00
8	3" Depth Bark Mulch	CY	1,423	$ 70.00	$ 99,610.00
	Subtotal				$ 1,955,619.00

IRRIGATION

	ITEM	UNIT	QTY	COST/UNIT	EXTENSION
9	Turf Spray	SF	513,302	$ 2.00	$ 1,026,604.00
10	Shrub Bubblers (1 Bubbler Per Shrub)	SF	153,723	$ 3.65	$ 561,088.95
11	Tree Bubblers (2 Bubblers Per Tree)	EA	576	$ 60.00	$ 34,560.00
12	Valves, Pipes & Fittings	SF	667,025	$ 2.50	$ 1,667,562.50
	Subtotal				$ 3,289,815.45

HARDSCAPE , SITE FURNISHINGS & AMENITIES

	ITEM	UNIT	QTY	COST/UNIT	EXTENSION
13	Concrete Paving	SF	59,700	$ 7.00	$ 417,900.00
14	6" Wide Concrete Mow Band	LF	1,796	$ 30.00	$ 53,880.00
15	6" Wide Concrete Curb @ Play Area	LF	83	$ 50.00	$ 4,150.00
16	Play Tile Surfacing	SF	4,403	$ 25.00	$ 110,075.00
17	Split Rail Fence	LF	4,146	$ 50.00	$ 207,300.00
18	ADA Accessible Drinking Fountain	EA	3	$ 7,500.00	$ 22,500.00
19	Waste Receptacle	EA	12	$ 4,000.00	$ 48,000.00
20	20' x 30' Shade Pavilion	EA	3	$ 40,000.00	$ 120,000.00
21	Play Structures (Ages 2-5 / Ages 5-12)	ALLOW	1	$ 200,000.00	$ 200,000.00
22	Bike Rack	EA	2	$ 835.00	$ 1,670.00
23	Picnic Table	EA	9	$ 2,500.00	$ 22,500.00
24	ADA Picnic Table	EA	6	$ 2,500.00	$ 15,000.00
25	Bench	EA	8	$ 1,200.00	$ 9,600.00
26	BBQ	EA	2	$ 1,200.00	$ 2,400.00
27	Pedestal Service Table	EA	2	$ 1,200.00	$ 2,400.00
28	Removable Bollards	EA	15	$ 500.00	$ 7,500.00
29	Dog Waste Pick-Up Station	EA	2	$ 1,200.00	$ 2,400.00
30	Park Monument Sign	ALLOW	1	$ 5,400.00	$ 5,400.00
31	15' Long Ballfield Aluminum Dugout Players Bench	EA	6	$ 900.00	$ 5,400.00
32	15' Long Ballfield Aluminum 3-Row Tiered Bleacher	EA	6	$ 3,600.00	$ 21,600.00
33	54' Wide Ballfield Hooded Chainlink Backstop	EA	3	$ 40,000.00	$ 120,000.00
34	Home Plate, Bases, Pitcher's Mound	EA	3	$ 800.00	$ 2,400.00
35	6" Thick Ballfield Infield Paving Mix	SF	49,548	$ 3.00	$ 148,644.00
36	8' Tall Chainlink Fence at Dugout	LF	294	$ 125.00	$ 36,750.00
37	7' Tall x 3' Wide Chainlink Gate at Ballfield	EA	12	$ 2,000.00	$ 24,000.00
38	12' Tall Chainlink Fence at Ballfield	LF	470	$ 175.00	$ 82,250.00
39	Prefabricated Restroom Building	ALLOW	1	$ 70,000.00	$ 70,000.00
	Subtotal				$ 1,763,719.00

SUB TOTAL :	$ 7,009,153.45
10% CONTINGENCY:	$ 700,915.35
GRAND TOTAL :	$ 7,710,068.80

ITEMS NOT INCLUDED

1. Rough Grading (Per Civil)
2. Drainage Structures (per Civil)
3. Fees and Permits
4. Asphalt Paving
5. Irrigation P.O.C (Per Dal Porto Ranch Lake Park Landscape Plans)
6. Park Lighting
7. Parking Lot (Excluding Planting Areas)
8. Conduit & Pull Boxes for Future Security Cameras
9. Performance Bonds
10. 90 Day Maintenance
11. Landscape Drains

EXHIBIT B

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 C

VERIFICATION OF INSURANCE

Approved and Forwarded to the City Council

DATE: November 12, 2024

TO: Joshua McMurray, City Manager

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

SUBJECT: Adopting a Resolution Accepting the Subdivision Improvements Associated with Subdivision 9284 The Ranchettes at Neroly Located at the Southeast Corner of Oakley Road and Neroly Road

Background and Analysis

On September 11, 2018, the City Council adopted Resolution 111-18 conditionally approving the tentative map for Subdivision 9284, a 13-unit single family residential lot subdivision. The Ranchettes at Neroly Subdivision is located on the southeast corner of Oakley Road and Neroly Road.

On June 14, 2022, the City of Oakley entered into a Subdivision Improvement Agreement with Ranchettes at Neroly, LLC, a California limited liability company, for the development of a residential subdivision, Subdivision 9284, known as The Ranchettes at Neroly.

On June 14, 2022, the City of Oakley approved the Final Map of Subdivision 9284, The Ranchettes at Neroly Subdivision. The Final Map for this subdivision was recorded in 2022. Following the recording of the Final Map, the developer proceeded with construction of the public infrastructure per the Subdivision Improvement Agreement.

The City of Oakley Public Works and Engineering staff has inspected the Subdivision Improvements and have determined that the Developer has since completed all the required improvements for Oakley Road, Neroly Road, and Almondwood Place. At this time, the Developer has requested that the City accept the improvements for maintenance. The Public Works and Engineering staff has completed a final inspection of all public improvements and has found them to be in substantial compliance with the approved improvement plans.

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.

Fiscal Impact

Upon acceptance of the improvements, the City will be obligated to maintain the public infrastructure along Oakley Road, Neroly Road, and Almondwood Place. Preventative

street maintenance for public roadway improvements will be funded using Gas Tax. Landscape improvements within public right of way will be maintained by the fronting property owner.

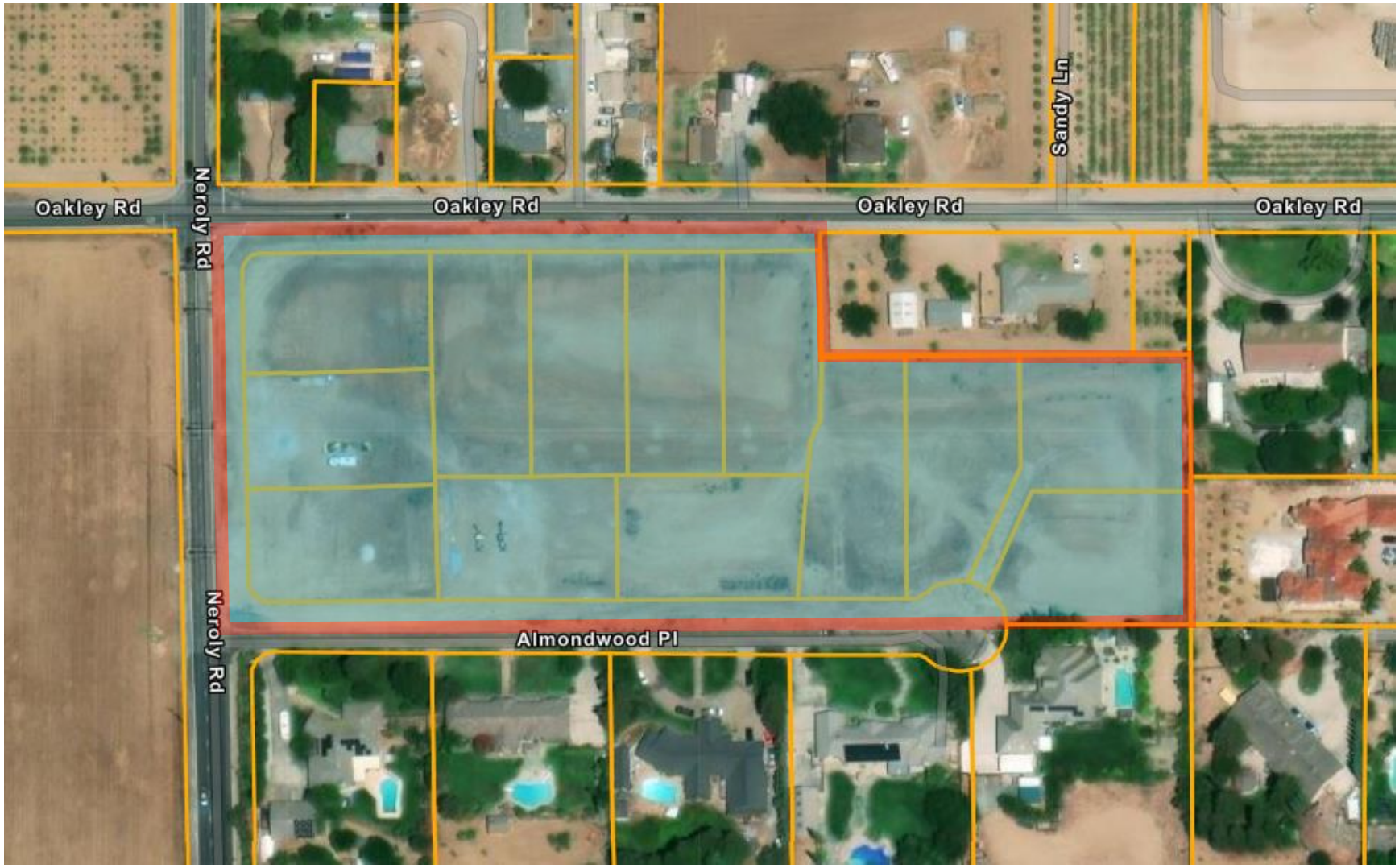
Staff Recommendation

Staff recommend that the City Council adopt the Resolution accepting the subdivision improvements associated with The Ranchettes at Neroly Subdivision and for the City to begin the maintenance of the public infrastructure for this subdivision.

Attachments

Attachment 1. Vicinity Map

Attachment 2. Resolution



OAKLEY
CALIFORNIA

VICINITY MAP

The Ranchettes at Neroly Subdivision 9284

RESOLUTION NO. __-24

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OAKLEY ACCEPTING THE SUBDIVISION IMPROVEMENTS ASSOCIATED WITH SUBDIVISION 9284 THE RANCHETTES AT NEROLY LOCATED ON THE SOUTHEAST CORNER OF OAKLEY ROAD AND NEROLY ROAD

WHEREAS, on September 11, 2018, the City Council adopted Resolution 111-18 conditionally approving the tentative map for Subdivision 9284, a 13-unit single family residential lot subdivision. The Ranchettes at Neroly Subdivision is located on the southeast corner of Oakley Road and Neroly Road; and

WHEREAS, on June 14, 2022, the City of Oakley entered into a Subdivision Improvement Agreement with Ranchettes at Neroly, LLC, a California limited liability company, for the development of a residential subdivision, Subdivision 9284, known as The Ranchettes at Neroly; and

WHEREAS, on June 14, 2022, the City of Oakley approved the Final Map of Subdivision 9284, The Ranchettes at Neroly Subdivision. The Final Map for this subdivision was recorded in 2022. Following the recording of the Final Map, the developer proceeded with construction of the public infrastructure per the Subdivision Improvement Agreement; and

WHEREAS, the City of Oakley Public Works and Engineering staff has inspected the Subdivision Improvements and have determined that the Developer has since completed all the required improvements for Oakley Road, Neroly Road, and Almondwood Place. At this time, the Developer has requested that the City accept the improvements for maintenance. The Public Works and Engineering staff has completed a final inspection of all public improvements and has found them to be in substantial compliance with the approved improvement plans; and

WHEREAS, staff recommend that the City Council adopt the Resolution accepting the subdivision improvements associated with The Ranchettes at Neroly Subdivision, begin the one year warranty period, and for the City to begin the maintenance of the public infrastructure for this subdivision;

NOW, THEREFORE, BE IT RESOLVED AND ORDERED, by the City Council of the City of Oakley as follows:

a) Accept the dedication for Oakley Road, Neroly Road, and Almondwood Place for public use as recorded in The Ranchettes at Neroly Subdivision (9284) in Map Book 551, Page 14, and
b) Accept the dedication for Almondwood Place for public use as recorded in Almondwood Subdivision 5225 Map, Book 219, Page 21, and

c) The roadway improvements for Oakley Road, Neroly Road, and Almondwood Place are accepted and begin the maintenance by the City, and

d) In accordance with the City Clerk's Statement on the Subdivision Final Map, this portion of the map related to these roads, avenues, drives, or easements and right of way dedications shown on the map as dedicated to public use are accepted.

PASSED, APPROVED AND ADOPTED by the City Council of the City of Oakley at a meeting held on this 12th day of November 2024 by the following vote.

AYES:
NOES:
ABSTENTION:
ABSENT:

APPROVED:

_____
Anissa Williams, Mayor

ATTEST:

_____
Libby Vreonis, City Clerk

_____
Date

STAFF REPORT

OAKLEY
CALIFORNIA

Approved and Forwarded to the City Council

DATE: November 12, 2024
TO: Joshua McMurray, City Manager
FROM: Kim Snodgrass, Deputy City Clerk
SUBJECT: Adopt a Resolution Amending the City's Proclamation Policy to add Small Business Saturday to the Approved Proclamation List.

Background and Analysis

On August 9, 2022, the Oakley City Council approved a proclamation policy. In accordance with the policy, the Mayor, without formal action of the City Council, may issue proclamations on behalf of the City Council that adhere to the policy and are on a pre-approved list adopted by the City Council. Proclamations not on the list may be submitted and brought forth to the City Council for consideration. Recognition of Small Business Saturday is not on the pre-approved list; therefore, approval is requested.

Consistency with the Oakley Strategic Plan 27+

Council engagement with community partners is consistent with the Community and Collaborative Partnerships Goal in the Oakley Strategic Plan 27+.

Fiscal Impact

None.

Staff Recommendation

Staff recommends that the City Council review the requested proclamation and either approve or deny.

Attachments

1. Proposed Resolution
2. Sample Proclamation

RESOLUTION NO. XX-24

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OAKLEY AMENDING THE CITY'S APPROVED PROCLAMATION LIST

BE IT RESOLVED by the City Council of the City of Oakley that the City's Approved Proclamation List is hereby Amended to add Small Business Saturday.

PASSED AND ADOPTED by the City Council of the City of Oakley this 12th day of November 2024 by the following vote:

AYES:
NOES:
ABSTENTION:
ABSENT:

APPROVED:

_____
Anissa Williams, Mayor

ATTEST:

_____
Libby Vreonis, City Clerk

_____
Date

Whereas, the government of CITY, STATE, celebrates our local small businesses and the contributions they make to our local economy and community; and

Whereas, according to the United States Small Business Administration, there are 34.7 million small businesses in the United States, small businesses represent 99.7% of firms with paid employees, small businesses are responsible for 61.1% of net new jobs created since 1995, and small businesses employ 45.9% of the employees in the private sector in the United States, and

Whereas, 68 cents of every dollar spent at a small business in the U.S. stays in the local community and every dollar spent at small businesses creates an additional 48 cents in local business activity as a result of employees and local businesses purchasing local goods and services; and

Whereas, 59% of U.S. consumers aware of Small Business Saturday shopped or ate at a small, independently owned retailer or restaurant on Small Business Saturday 2023; and

Whereas, CITY, STATE, supports our local businesses that create jobs, boost our local economy, and preserve our communities; and

Whereas, advocacy groups, as well as public and private organizations, across the country have endorsed the Saturday after Thanksgiving as Small Business Saturday.

Now, Therefore, I, MAYOR NAME, Mayor of CITY, STATE, do hereby proclaim, November 30, 2024, as

SMALL BUSINESS SATURDAY

And urge the residents of our community, and communities across the country, to support small businesses and merchants on Small Business Saturday – celebrating its 15th year in 2024 – and Shop Small throughout the year.

DATE: November 12, 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 Agreement with O'Hara Properties, LLC (APN 035-510-009) for "Stormwater Management Facility Operations and Maintenance Agreement and Right of Entry" for DR 08-20 Quick Quack Car Wash Project Located at 1054 Laurel Plaza and Authorizing the City Manager to Execute the Agreement

Background and Analysis

The installation of the Permanent Stormwater Pollution Prevention Measures (BMP's) for the DR 08-20 Quick Quack Car Wash project was constructed with the improvements associated with the project. The City's Stormwater Management and Discharge Control Ordinance requires proper operation and maintenance of the permanent BMP's by the respective property owners. The "Stormwater Management Facility Operation and Maintenance Agreement and Right of Entry" memorializes the owner's maintenance, operations and inspection obligation under the City's Ordinance and the approved plans.

Under the Contra Costa Countywide National Pollutant Discharge Elimination System (NPDES) Municipal Stormwater Permit, projects "deemed complete" after February 15, 2005, are to comply with the provisions of the Permit. The City adopted an Ordinance, as required by the Permit, to enable this activity within the City of Oakley. A requirement of the permit is that each property implement stormwater treatment devices, fund the perpetual maintenance of those devices, and enter into an agreement with the City stating that the property owner will maintain the devices, grant a right of entry to City staff for inspections, and agree to pay the cost of City inspections.

Consistency with the Oakley Strategic Plan 27+

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

Fiscal Impact

There is no fiscal impact associated with the agreement since all inspection, operations, and maintenance costs are the responsibility of the property owners.

Staff Recommendation

Staff recommends that the City Council adopt the resolution approving the "Stormwater Management Facility Operations and Maintenance Agreement and Right of Entry" for DR 08-20 Quick Quack Car Wash Project located at 1054 Laurel Road and authorize the City Manager to sign the agreement on behalf of the City.

Attachments

1) Resolution
2) “Stormwater Management Facility Operations and Maintenance Agreement and Right of Entry” for DR 08-20 Quick Quack Car Wash Project

RESOLUTION NO. __-24

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OAKLEY, CALIFORNIA APPROVING THE AGREEMENT WITH O'HARA PROPERTIES, LLC (APN 035-510-009) FOR "STORMWATER MANAGEMENT FACILITY OPERATIONS AND MAINTENANCE AGREEMENT AND RIGHT OF ENTRY" FOR DR 08-20 QUICK QUACK CAR WASH PROJECT LOCATED AT 1054 LAUREL ROAD AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT

WHEREAS, the City of Oakley's Stormwater Management and Discharge Control Ordinance requires proper operation and maintenance of the Permanent Stormwater Pollution Prevention Measures installed for the Quick Quack Car Wash Project; and

WHEREAS, the "Stormwater Management Facility Operations and Maintenance Agreement and Right of Entry" memorializes the owner's maintenance, operations, and inspection obligations under the City's Ordinance and the approved plans; and

WHEREAS, the installation of the Permanent Stormwater Pollution Prevention Measures for the Quick Quack Car Wash project will be consistent with the approved improvement plans; and

WHEREAS, O'Hara Properties, LLC, the current owner of the parcel described in Exhibit A, desires to execute the "Stormwater Management Facility Operations and Maintenance Agreement and Right of Entry"; and

NOW, THEREFORE, BE IT RESOLVED AND ORDERED, that the City Council of the City of Oakley does hereby approve the "Stormwater Management Facility Operations and Maintenance Agreement and Right of Entry" for the Quick Quack Car Wash project in the form attached hereto as Exhibit A and authorizes the City Manager to execute the agreement.

PASSED AND ADOPTED by the City Council of the City of Oakley at a meeting held on the 12th day of November 2024 by the following vote:

AYES:
NOES:
ABSENT:
ABSTENTIONS:

APPROVED:

_____
Anissa Williams, Mayor

ATTEST:

_____
Libby Vreonis, City Clerk

_____
Date

04/29/2021
Recording Requested By:
CITY OF OAKLEY

Return to: **CITY OF OAKLEY**
City Clerk
3231 Main Street
Oakley, CA 94561

Document Title

CITY OF OAKLEY

COVENANT RUNNING WITH THE LAND, STORMWATER MANAGEMENT FACILITY OPERATIONS AND MAINTENANCE AGREEMENT, AND RIGHT OF ENTRY (Single Parcel)

PROJECT: Quick Quack Car Wash (1054 Laurel Road)

OWNERS NAMES: O'Hara Properties, LLC

ASSESSOR'S PARCEL NUMBER: 035-510-009

COVENANT RUNNING WITH THE LAND,
STORMWATER MANAGEMENT FACILITIES
OPERATION AND MAINTENANCE AGREEMENT,
AND RIGHT OF ENTRY

This Covenant Running with the Land, Stormwater Management Facilities Operation and Maintenance Agreement and Right of Entry ("Agreement") is made and entered into this 12th day of November, 2024, by and between O'Hara Properties, LLC, (hereinafter referred to as "Property Owner") and The City of Oakley, a municipal corporation ("City").

The following terms used in this Agreement shall have the meanings specified below:

DEFINITIONS

Maintain: The term "**Maintain**" or "**Maintained**" shall mean taking all actions reasonably necessary to keep the Stormwater Facility in first class operation, condition and repair, which actions include but are not limited to regular inspections, painting, cleaning, maintenance, refinishing, repairing, replacing and reconstructing the Stormwater Facility, and in the case of landscaping, plant replacement, mulch replacement, irrigating, trimming, mowing, and fertilizing the landscaping. The term shall also include the routine maintenance, and the annual inspection and reporting described in the Stormwater Control Operation and Maintenance Plan, and the payment of any applicable City fees.

NPDES Permit: The term "**NPDES Permit**" shall mean the San Francisco Bay Regional Water Quality Control Board's National Pollutant Discharge Elimination System (NPDES) Permit No. CAS0029912 (issued to the City of Oakley) as amended, and as may be superseded by subsequent NPDES permits that are reissued from time to time.

Ordinance: The term "**Ordinance**" shall mean Chapter 11 of Title 6 of the City of Oakley Municipal Code (Stormwater Management and Discharge Control), as may be amended from time to time.

Property Owner: The term "**Property Owner**" and "**Property Owners**" shall mean O'Hara Properties, LLC and all heirs, successors, executors, administrators and assigns of ownership in the Property, it being the intent of the parties hereto that the obligations undertaken in this Agreement, as provided in Civil Code section 1468, run with the Property described in Exhibit A and constitute a lien against the Property.

Property: The term "**Property**" shall mean that certain real property located at 1054 Laurel Road, and more particularly described in Exhibit A which is attached hereto and hereby incorporated herein by reference.

Plan: The term "**Plan**" or "**Operation and Maintenance Plan**" means the City-approved Stormwater Control Operation and Maintenance Plan prepared by AMS Associates, Inc. and approved by the City Engineer in writing, which may be subsequently modified from time to time with City Engineer's written approval.

Stormwater Facility: The term "**Stormwater Facility**" means the permanent stormwater management facilities located and constructed on the Property.

RECITALS

This Agreement is made and entered into with reference to the following facts:

A. The Property Owner is the owner of the real property more particularly described on the attached Exhibit A.

B. The City is the owner of Laurel Road and O'hara Avenue, and its storm drains that are adjacent to the Property, and the City is required to ensure that stormwater run-off from the Property into its storm drains meets the requirements of its NPDES Permit.

C. To meet its obligations under its NPDES Permit the City has required the Property Owner to construct the Stormwater Facility on the Property.

D. To meet its obligations under its NPDES Permit the City has approved the Property Owner's Operation and Maintenance Plan for the Stormwater Facility.

E. To meet its obligations under its NPDES Permit the City's Ordinance requires proper operation and maintenance in perpetuity of the Stormwater Facility constructed on the Property.

F. The Plan includes an annual inspection and reporting requirement for the Stormwater Facility constructed on the Property.

G. This Agreement memorializes the Property Owner's maintenance, operations, and inspection obligations under the City's Ordinance, the City's NPDES Permit and the Plan.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing premises, the mutual covenants contained herein, and the following terms and conditions, the parties hereto agree as follows:

SECTION 1

Responsibility for Operation and Maintenance: No portion of the Stormwater Facility may be altered, in any way, by the Property Owner without the prior written consent of the City Engineer of the City of Oakley. The Property Owner shall Maintain the Stormwater Facility in first class operating condition, and in compliance with all applicable state, county and city laws and regulations. Applicable regulations include, but are not limited to, the City-approved Stormwater Control Operation and Maintenance Plan, and the provisions of the Ordinance, as they may be amended from time to time.

The Property Owner shall engage a landscape contractor or other licensed contractor to Maintain the Stormwater Facility. The City Engineer, in her or his sole absolute discretion, may approve an alternate method for the maintenance of the Stormwater Facility. The City Engineer, also in her or his sole

absolute discretion, may revoke the approval of a previously approved alternate method for the maintenance of the Stormwater Facility.

SECTION 2

Inspection by Property Owner: The Property Owner shall cause its contractor to conduct annual inspections during the month of September of each year. The annual inspection report shall include completion of the checklist described in the approved Operation and Maintenance Plan. The Property Owner or its contractor must submit the inspection report to the City Engineer within 30 days after the annual inspection. A Management and/or Inspection fee established in the City's standard fee schedule shall accompany the annual inspection report.

SECTION 3

Right of Entry and Stormwater Facility Inspection by the City: The Property Owner hereby grants permission to the City, its authorized agents and employees, and Ironhouse Sanitary District, the East Contra Costa Fire Protection District, County Environmental Health Department, the Contra Costa Mosquito and Vector Control District, and the Regional Water Quality Control Board to enter the portion of the Property where the Stormwater Facility is located, and to inspect the Stormwater Facility whenever any of the forgoing entities deems necessary to enforce provisions of the City's Ordinance. These entities may enter the premises at any reasonable time to inspect the Stormwater Facility's maintenance and operation, to inspect and copy records related to compliance with stormwater regulations, and to collect samples and take measurements. Whenever possible, these entities will provide notice prior to entry.

SECTION 4

Failure to Perform Required Stormwater Facility Repairs or Maintenance by the Property Owner: If the Property Owner or its successors fails to Maintain the Stormwater Facility in good working order and in accordance with the approved Plan and the City's Ordinance, the City, with prior notice, may enter the Property to return the Stormwater Facility to good working order. The City is under no obligation to Maintain or repair the Stormwater Facility, and this Agreement may not be construed to impose any such obligation on the City. If the City, under this section takes any action to return the Stormwater Facility to good working order, the Property Owner shall reimburse the City for all the costs incurred by the City, including administrative costs. The City will provide the Property Owner with an itemized invoice of the City's costs and the Property Owner will have 30 days to pay the invoice. If the Property Owner fails to pay the invoice within 30 days, the City may secure a lien against the real property of the Property Owner in the amount of such costs. In addition, the City may make the cost of abatement of the nuisance caused by the failure to Maintain the Stormwater Facility a special assessment against the Property that may be collected at the same time and in the same manner as ordinary municipal taxes are collected as provided in Government Code section 38773.5. This Section 4 does not prohibit the City from pursuing other legal recourse against the Property Owner.

SECTION 5

Indemnity: The Property Owner agrees to defend, indemnify and holds harmless the City, its officials, employees and its authorized agents from any and all damages, accidents, casualties, occurrences, claims, penalties or fines which might arise or be asserted against the City and which are in any way connected with the construction, operation, presence, existence or maintenance of the Stormwater Facility by the Property Owner, or from any personal injury or property damage that may result from the City or other public entities entering the Property under Section 3 or 4.

SECTION 6

Successors and Assigns: The covenants of the Property Owner set forth in numbered Sections 1 through 5 above shall run with the land, and the burdens thereof shall be binding upon each and every part of the Property and upon the Property Owner, its successors and assigns in ownership (or any interest therein), for the benefit of Laurel Road and its storm drains and each and every part thereof and said covenants shall inure to the benefit of and be enforceable by the City, its successors and assigns in ownership of each and every part of the Street and storm drains.

SECTION 7

Severability: Invalidation of any one of the provisions of this Agreement shall in no way effect any other provisions and all other provisions shall remain in full force and effect.

Recommended for approval:

_____
Kevin Rohani, City Engineer

Reviewed by:

_____
Derke Cole, City Attorney

Property Owners:

_____
O'Hara Properties, LLC, Owner's Name

_____
Owner's Name

Attachments: Acknowledgements
Exhibit A

City of Oakley:

_____
Joshua, McMurray, City Manager

Attest:

_____
Libby Vreonis, City Clerk

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

State of California
County of Contra Costa

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

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

Signature_____
Signature of Notary Public

EXHIBIT A
Legal Description

THE LAND REFERRED TO HEREIN BELOW IS SITUATED OAKLEY, IN THE COUNTY OF CONTRA COSTA, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

PARCEL ONE:
All that real property situate in the City of Oakley, County of Contra Costa, State of California, described as follows:

Being a portion of Lot 1 as shown on the Map entitled "Subdivision Map 9188" recorded October 8, 2008, in Book 508 of Maps, at Pages 24-26, Contra Costa County Records, more particularly described as follows:

Beginning at the southwest corner of said Lot 1; thence from said point of beginning along the perimeter boundary of said Lot 1 the following Two (2) courses and distances:

North 1° 1' 36" East 290.26 feet;
South 88° 58' 24" East 119.80 feet;

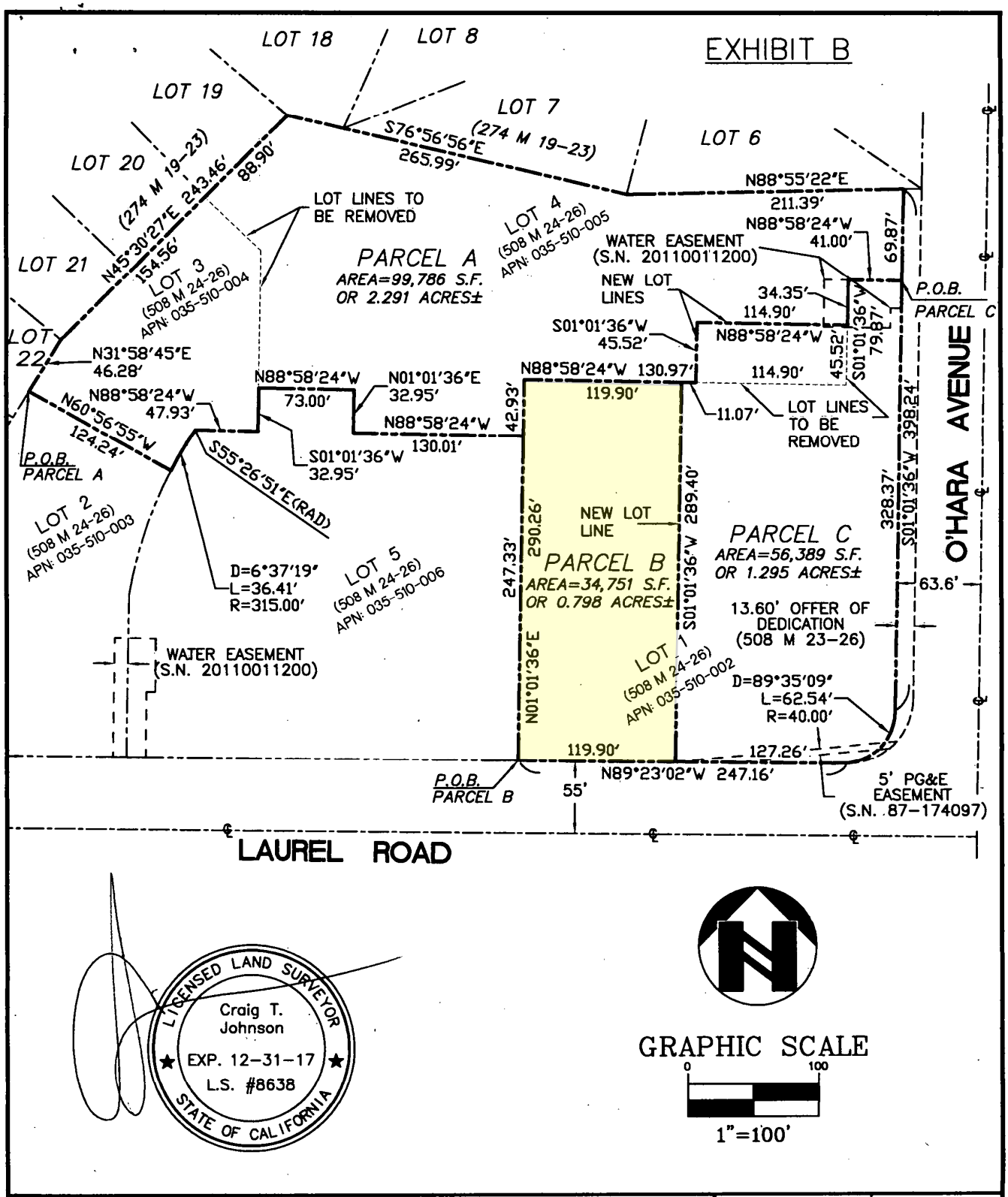
Thence leaving the perimeter of said Lot South 1° 01' 36" West 289.40 feet to the South line of said Lot 1; thence along said South line North 89° 23' 02" West 119.90 feet to the point of beginning for this description.

As shown as Parcel B, in that certain "Lot Line Adjustment LLA 17-01", recorded May 24, 2017, instrument No.2017-0089927, of Official Records.

EXCEPTING THEREFROM:
All oil, gas and other hydrocarbon substances and all other minerals and associated substances contained within or underlying the said property which are at or below a depth of 500 feet from the surface there from, with any right of surface entry as reserved in the Deed from Louis Del Barba et al, recorded December 31, 1979, in Book 9677 of Official Records, Page 495, and as conveyed in Quitclaim Deed from Louis J. Del Barba, Frederick J. Del Barba and Shirley A. Del Barba to Emma Del Barba, as to an undivided One-half (1/2) interest, recorded December 31, 1979, in Book 9677 of Official Records, Page 502.

PARCEL TWO:
An Easement for Access, Parking , Utilities and Drainage as shown in that certain document entitled "Amended and Restated Reciprocal Easement and Management Agreement and Declaration of Covenants, Conditions and Restrictions, recorded September 27, 2017, in Instrument No. 2017-0177054, of Official Record, as amended by that document entitled "First Amendment to Amended and Restated Reciprocal Easement and Management Agreement and Declaration of Covenants, Conditions and Restrictions, recorded August 2, 2019, in Instrument No. 2019-012216, of Official Records.

APN: 035-510-009



ams associates, inc. PLANNING ENGINEERING SURVEYING TRANSPORTATION

801 YGNACIO VALLEY RD., SUITE 220
WALNUT CREEK, CA
925-943-2777 FAX 925-943-2778

EXHIBIT B PLAT TO ACCOMPANY LEGAL DESCRIPTION FOR A LOT LINE ADJUSTMENT	JOB NO: 1972
	SCALE: 1"=100'
	DATE: 3/22/17
1100 CONCORD AVE. CONCORD, CA 94520	SHEET: 1

LLA 17-01 PAGE 7 OF 7

DATE: November 12, 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 Agreement with O'Hara Properties, LLC for "Agreement of Property Owner for Provision of Landscaping in the Public Right of Way" for DR 08-20 Quick Quack Car Wash Located at 1054 Laurel Road and Authorizing the City Manager to Execute the Agreement

Background and Analysis

On April 11, 2023, the City Council adopted Resolution 43-23 approving the Quick Quack Car Wash Project Design Review (DR 08-20) that is located at 1054 Laurel Road (APN 035-510-009). The project drive-through car wash facility.

Condition 55 of the Conditions of Approval requires the owner to enter into an agreement with the City to maintain landscaping within the project right-of-way fronting the project at the property owner's expense to a standard acceptable and agreed upon by the City.

Consistency with the Oakley Strategic Plan 27+

This item is consistent with the Strategic Plan 27+ Community and Economic Development Goals.

Fiscal Impact

There is no fiscal impact associated with the agreement since all inspection, operations, and maintenance costs are the responsibility of the property owner.

Staff Recommendation

Staff recommends that the City Council adopt the resolution approving the "Agreement of Property Owner for Provision of Landscaping in the Public Right of Way" for DR 08-20 Quick Quack Car Wash Project and authorizing the City Manager to sign the agreement on behalf of the City.

Attachments

1) Resolution
2) "Agreement for Property Owner for Provision of Landscaping in the Public Right of Way" for DR 08-20 Quick Quack Car Wash Project located at 1054 Laurel Road

RESOLUTION NO. __-24

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OAKLEY, CALIFORNIA, APPROVING THE AGREEMENT WITH O'HARA PROPERTIES, LLC (APN 035-510-009) FOR "AGREEMENT OF PROPERTY OWNER FOR PROVISION OF LANDSCAPING IN THE PUBLIC RIGHT OF WAY PURSUANT TO CONDITIONS OF APPROVAL" FOR DR 08-20 QUICK QUACK CAR WASH PROJECT LOCATED AT 1054 LAUREL ROAD AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT

WHEREAS, on April 11, 2023, the City Council adopted Resolution 43-23 approving the Quick Quack Car Wash Project Design Review (DR 08-20) with Conditions of Approval and Conditional Use Permit (CUP 02-20) for the property located at 1054 Laurel Road (APN 035-510-009); and

WHEREAS, Condition of Approval No. 55 sets the requirement for the property owners to execute this agreement to maintain right of way landscaping adjacent to the site at the owner's expense; and

WHEREAS, execution of this agreement will satisfy the requirements of Condition of Approval No. 55; and

NOW, THEREFORE, BE IT RESOLVED AND ORDERED, that the City Council of the City of Oakley does hereby approve the "Agreement of Property Owner for Provision of Landscaping in the Public Right of Way Pursuant to Conditions of Approval" for the Quick Quack Car Wash Project in the form attached hereto as Exhibit A and authorize the City Manager to execute the agreement.

PASSED AND ADOPTED by the City Council of the City of Oakley at a meeting held on the 12th of November 2024 by the following vote:

AYES:
NOES:
ABSENT:
ABSTENTIONS:

APPROVED:

_____
Anissa Williams, Mayor

ATTEST:

_____ _____
Libby Vreonis, City Clerk Date

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL
TO:
City of Oakley
3231 Main Street
Oakley, CA 9461
Record without fee subject to
Government Code 6103

APN 035-510-009 Space above this line for Recorder's Use

AGREEMENT OF PROPERTY OWNER FOR PROVISION OF LANDSCAPING IN THE PUBLIC RIGHT OF WAY PURSUANT TO CONDITIONS OF APPROVAL

Project Name

THIS AGREEMENT OF PROPERTY OWNER FOR PROVISION OF LANDSCAPING IN THE PUBLIC RIGHT OF WAY PURSUANT TO CONDITIONS OF APPROVAL (this "Landscaping Agreement") is dated as of November 12, 2024 and evidences the agreement by and between (i) O'Hara Properties, LLC (the "Property Owner"), as the owner of certain property located on 1054 Laurel Road, California and Assessor's Parcel Number 035-510-009 within the City of Oakley, County of Contra Costa, which property that is the subject of this Landscaping Agreement (the "Property") and (ii) the CITY OF OAKLEY, a municipal corporation and general law city of the State of California (the "City").

THE PROPERTY OWNER AS THE OWNER OF THE PROPERTY AND THE CITY HEREBY AGREE AS FOLLOWS:

Section 1. Obligations of Property Owner:

(a) This Landscaping Agreement is entered into between the parties pursuant to maintenance of the required landscaping per Condition of Approval No. 55 of those certain land use entitlements as described in Resolution No. 43-23 of the Oakley City Council, and other applicable law, for the purpose of providing for the private maintenance and operation of certain landscaping within agreed upon areas of the public right of way. Exhibit "A" as attached hereto and incorporated herein illustrates the Property and the areas of the public right of way that are the subject of this Landscaping Agreement which are intended to be maintained by the Property Owner (the "Property Owner Landscaping Areas").

(b) Property Owner shall comply with the requirements of this Landscaping Agreement, including the landscape maintenance requirements described in Section 2. Upon a default by the Property Owner of any material obligation incurred pursuant to this Landscaping Agreement or termination of this Landscaping Agreement by the City, the Property Owner shall be obligated to reimburse City for costs incurred by the City for the default of the Property Owner as to the Property Owner Maintenance Areas. Such reimbursement to the City shall be in an amount to fully

reimburse the City for all costs incurred by the City resulting from the default by the Property Owner including the costs of the annual maintenance and servicing of the landscaping and administration and collection of reimbursement during the City fiscal year in which the default occurs and in each subsequent City fiscal year. Such costs shall be considered a debt to the City and shall constitute a lien or, in the alternative, a special assessment against the Property.

Section 2. Landscape Maintenance.

The Property Owner shall be required to perform landscape maintenance and servicing within the Property Owner Landscaping Areas. As used herein, the words "maintenance and servicing" mean and refer to the furnishing of services and materials for the ordinary and usual maintenance, operation of the landscaping including providing for the growth, health, cultivation, irrigation, trimming, spraying, fertilizing or treating for disease or injury, the removal of trimmings, rubbish, debris and other solid waste and the cleaning, sandblasting and painting of walls and other improvements to remove or cover graffiti and costs reasonably incidental thereto.

Section 3. Default by Owner; Termination by City.

The City shall have the right to terminate this Landscaping Agreement in the event the Property Owner shall have failed to perform the maintenance or the furnishing of services described in Section 2 above within the Property Owner Maintenance Areas or any portion thereof following at least thirty (30) days' prior written notice from the City Engineer to the Property Owner ordering the Property Owner to perform the maintenance or furnishing of the services described in such notice as required by this Landscaping Agreement. Upon the expiration of such 30-day notice and cure period, in the event the Property Owner has not cured the default, the City Engineer shall have the right at any time thereafter to terminate this Landscaping Agreement effective upon the receipt of notice of termination by the Property Owner (as provided in Section 5(b) herein). The City Engineer shall also have the right to terminate this Landscaping Agreement in the event the Property Owner shall have failed to perform the maintenance or furnishing of the services described in Section 2 within the Property Owner Maintenance Areas or any portion thereof which results in a hazardous safety situation in the professional opinion of the City Engineer, following at least 48 hours prior written notice to the Property Owner to completely cure said hazardous safety situation, and the Property Owner has failed to so completely cure (or to have commenced such cure with diligent efforts to cure) upon the expiration of such 48-hour notice and cure period. Any termination of this Landscaping Agreement may be appealed by the Property Owner to the City Manager, who shall be presented with the facts and circumstances of any alleged default together with any recommendations for the termination of this Landscaping Agreement. Upon the termination of this Landscaping Agreement by the City Engineer, the City shall thereupon undertake the regular periodic landscape maintenance and seek collection of the annual landscape maintenance amount against the Property in the same manner described above in Section 1(b).

Section 4. Reserved.

Section 5. Notices and Communications Between the Parties.

(a) Any and all notices, demands or communications submitted by either party to another party pursuant to or as required by this Landscaping Agreement shall be proper if in writing and

dispatched by messenger for immediate personal delivery, or by registered or certified United States mail, postage prepaid, return receipt requested, or transmitted by FAX and confirmed by the sender by First Class United States Mail postage prepaid or by personal delivery and in each case, addressed to the principal office of the parties, as applicable, as designated below.

To City:
Public Works Director
3231 Main Street
Oakley, CA 94561

To Property Owner:
O'Hara Properties LLC
C/O Blackhawk Services Co
3820 Blackhawk Road
Danville, CA 94506

(b) Such written notices, demands and communications may be sent in the same manner to such other addresses as either party may from time to time designate as provided in this Section. Any such notice, demand or communication shall be deemed to be received by the addressee, regardless of whether or when any return receipt is received by the sender on the date set forth on such return receipt, on the day that it is dispatched by messenger for immediate personal delivery, the date sent by FAX and confirmed by First Class United States Mail or two (2) calendar days after it is placed in the United States Mail or personal delivery as heretofore provided.

(c) Either party may change its address for notice by giving written notice of such change to the other party not less than ten (10) days prior to the effective date of such address change. If a party has not provided an address for notice, any other party may deliver notice to such party at the address shown as the address for the owner of the property in question in the county tax records.

Section 6. Acceptance of Assessment Lien.

The Property Owner for itself and its successors and assigns hereby acknowledges and consents to the collection of any special assessments as may hereafter be assessed by the City under either Section 1(b) or Section 3, at the same time and in the same manner as County of Contra Costa general property taxes are collected against real property and all the laws providing for the collection and enforcement of County of Contra Costa property taxes shall apply to the collection and enforcement of any such assessments. Nothing shall prevent the City from accelerating the foreclosure of any assessment lien and independently pursuing judicial remedies for the enforcement of any assessment lien in the manner as may be available to the City pursuant to the Municipal Code or other applicable California law.

Section 7. Term of Agreement.

This Landscaping Agreement shall remain in full force and effect unless terminated as permitted in this Landscaping Agreement.

Section 8. City Confirmation.

On request from time-to-time of the Property Owner, the City Engineer shall confirm in writing, addressed as requested by the Property Owner, the existence of this Landscaping Agreement and the existence or non-existence of any defaults hereunder then known to the City Engineer.

Section 9. Non-discrimination.

In performing this Landscaping Agreement, Property Owner shall not engage in, nor permit its agents to engage in, discrimination in employment of persons because of their race, religion, color, national origin, ancestry, age, physical handicap, medical condition, marital status, sexual gender or sexual orientation, except as permitted pursuant to Section 12940 of the Government Code. Violation of this provision may result in the imposition of penalties referred to in Labor Code, Section 1735.

Section 10. Entire Agreement Amendment and Termination.

This Maintenance Agreement constitutes the entire agreement between the parties with respect to any matter referenced herein and supersedes any and all other prior writings and oral negotiations. The terms of this Landscaping Agreement shall prevail over any inconsistent provision in any other contract document appurtenant hereto, including exhibits to this Landscaping Agreement. This Landscaping Agreement may be amended or terminated only by written agreement, signed by the parties in interest at the time of such amendment or termination, except as also provided in Section 3, regarding termination.

Section 11. Attorneys' Fees.

In the event that litigation is brought by any party in connection with this Landscaping Agreement, the prevailing party shall be entitled to recover from the opposing party all costs and expenses, including reasonable attorneys' fees, incurred by the prevailing party in the exercise of any of its rights or remedies hereunder or the enforcement of any of the terms, conditions, or provisions hereof. The costs, salary and expenses of the City Attorney and members of his or her office in connection with that action, shall be considered as "attorneys' fees" for the purposes of this Landscaping Agreement.

Section 12. Governing Law.

This Landscaping Agreement shall be governed by and construed under the laws of the State of California without giving effect to that body of laws pertaining to conflict of laws. In the event of any legal action to enforce or interpret this Landscaping Agreement, the parties hereto agree that the sole and exclusive venue shall be a court of competent jurisdiction located in Contra Costa County, California.

Section 13. Indemnification and Hold Harmless.

Property Owner shall protect, defend, indemnify and hold harmless City and its elected and appointed officials, officers, and employees from any and all claims, liabilities, expenses, including attorneys' fees, damage to property or injuries to or death of any person or persons or

damages of any nature including, but not limited to, all civil claims or workers' compensation claims, arising out of or in any way connected with the acts, errors or omissions of Property Owner, its employees, agents or subcontractors in the performance of this Landscaping Agreement.

Section 14. No Third Party Beneficiary Rights.

This Landscaping Agreement is entered into for the sole benefit of City and Property Owner and no other parties are intended to be direct or incidental beneficiaries of this Landscaping Agreement and no third party shall have any right in, under or to this Landscaping Agreement.

Section 15. Headings.

Paragraphs and subparagraph headings contained in this Landscaping Agreement are included solely for convenience and are not intended to modify, explain or to be a full or accurate description of the content thereof and shall not in any way affect the meaning or interpretation of this Landscaping Agreement.

Section 16. Construction.

The parties have participated jointly in the negotiation and drafting of this Landscaping Agreement. In the event an ambiguity or question of intent or interpretation arises with respect to this Landscaping Agreement, this Landscaping Agreement shall be construed as if drafted jointly by the parties and in accordance with its fair meaning. There shall be no presumption or burden of proof favoring or disfavoring any party by virtue of the authorship of any of the provisions of this Landscaping Agreement.

Section 17. Waiver.

The delay or failure of either party at any time to require performance or compliance by the other of party of its obligations or agreements shall in no way be deemed a waiver of those rights to require such performance or compliance. No waiver of any provision of this Landscaping Agreement shall be effective unless in writing and signed by a duly authorized representative of the party against whom enforcement of a waiver is sought. The waiver of any right or remedy with respect to any occurrence or event shall not be deemed a waiver of any right or remedy with respect to any other occurrence or event, nor shall any waiver constitute a continuing waiver.

Section 18. Severability.

Every provision of this Landscaping Agreement is and shall be construed to be a separate and independent covenant. Without limiting the generality of the foregoing, if any provision of this Landscaping Agreement is found to be invalid or unenforceable for any reason, then the remainder of this Landscaping Agreement shall not be affected and shall be enforced to the extent permitted by law and the parties shall negotiate in good faith for such amendments to this Landscaping Agreement as may be necessary to achieve its intent, notwithstanding such invalidity or unenforceability.

Section 19. Counterparts.

This Landscaping Agreement may be executed in one or more counterparts, each of which shall be deemed an original. All counterparts shall be construed together and shall constitute one agreement.

Section 20. Corporate Authority.

The persons executing this Landscaping Agreement on behalf of the parties hereto warrant that they are duly authorized to execute this Landscaping Agreement on behalf of said parties and that by doing so, the parties hereto are formally bound to the provisions of this Landscaping Agreement.

Section 21. Covenant running with the Land.

The provisions of this Landscaping Agreement shall run with the Property and any portion thereof or interest therein, and shall be binding upon and inure to the benefit of all persons having or acquiring any interest in the Property or any portion thereof, and their respective successive owners and assigns.

Section 22. Recording.

The City Clerk shall cause a copy of this Landscaping Agreement to be recorded with the Office of the County Recorder of Contra Costa County, California, within ten days following the execution of this Landscaping Agreement.

Section 23. Consent.

[Lender] on behalf of itself and certain other lenders (collectively, the "Lenders"), will consent to this Landscaping Agreement and the rights created hereunder and will subordinate all liens and security interests against the Property securing any and all indebtedness owed to Lenders, to this Landscaping Agreement and to all rights created hereunder as evidenced by the Consent and Subordination attached hereto.

[Signatures Follow On Next Page]

AGREEMENT OF PROPERTY OWNER FOR PROVISION OF LANDSCAPING IN THE PUBLIC RIGHT OF WAY PURSUANT TO CONDITIONS OF APPROVAL

CITY OF OAKLEY

_____
Joshua McMurray, City Manager

ATTEST:

_____
Libby Vreonis, City Clerk

APPROVED AS TO FORM:

_____
Derek P. Cole, City Attorney

OWNER

_____
_____, Property Owner

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

State of California
County of Contra Costa

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

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

Witness my hand and official seal.

Signature_____

Signature of Notary Public

[Acknowledgement]

EXHIBIT A
Legal Description

THE LAND REFERRED TO HEREIN BELOW IS SITUATED OAKLEY, IN THE COUNTY OF CONTRA COSTA, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

PARCEL ONE:
All that real property situate in the City of Oakley, County of Contra Costa, State of California, described as follows:

Being a portion of Lot 1 as shown on the Map entitled "Subdivision Map 9188" recorded October 8, 2008, in Book 508 of Maps, at Pages 24-26, Contra Costa County Records, more particularly described as follows:

Beginning at the southwest corner of said Lot 1; thence from said point of beginning along the perimeter boundary of said Lot 1 the following Two (2) courses and distances:

North 1° 1' 36" East 290.26 feet;
South 88° 58' 24" East 119.80 feet;

Thence leaving the perimeter of said Lot South 1° 01' 36" West 289.40 feet to the South line of said Lot 1; thence along said South line North 89° 23' 02" West 119.90 feet to the point of beginning for this description.

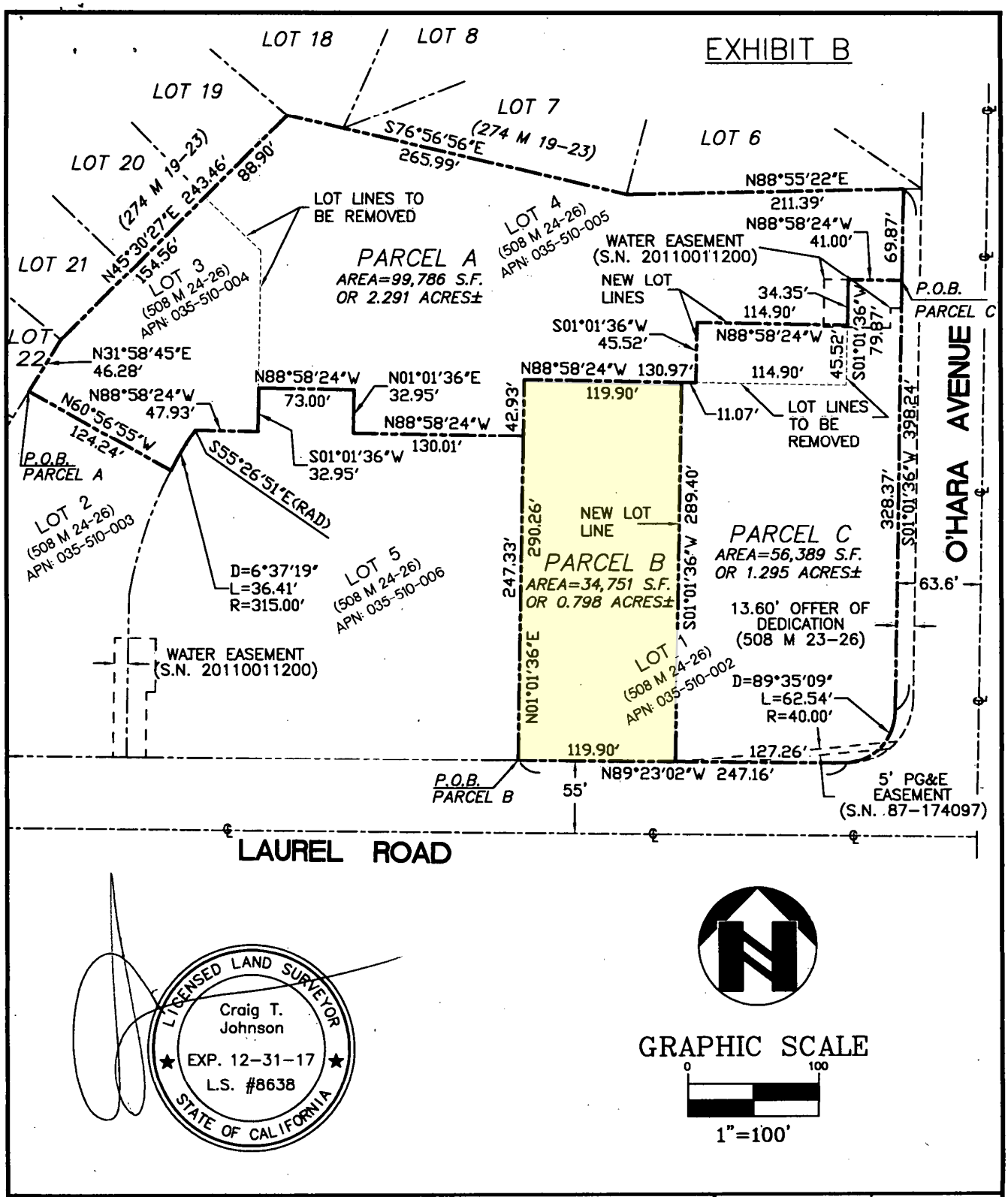
As shown as Parcel B, in that certain "Lot Line Adjustment LLA 17-01", recorded May 24, 2017, instrument No.2017-0089927, of Official Records.

EXCEPTING THEREFROM:
All oil, gas and other hydrocarbon substances and all other minerals and associated substances contained within or underlying the said property which are at or below a depth of 500 feet from the surface there from, with any right of surface entry as reserved in the Deed from Louis Del Barba et al, recorded December 31, 1979, in Book 9677 of Official Records, Page 495, and as conveyed in Quitclaim Deed from Louis J. Del Barba, Frederick J. Del Barba and Shirley A. Del Barba to Emma Del Barba, as to an undivided One-half (1/2) interest, recorded December 31, 1979, in Book 9677 of Official Records, Page 502.

PARCEL TWO:
An Easement for Access, Parking , Utilities and Drainage as shown in that certain document entitled "Amended and Restated Reciprocal Easement and Management Agreement and Declaration of Covenants, Conditions and Restrictions, recorded September 27, 2017, in Instrument No. 2017-0177054, of Official Record, as amended by that document entitled "First Amendment to Amended and Restated Reciprocal Easement and Management Agreement and Declaration of Covenants, Conditions and Restrictions, recorded August 2, 2019, in Instrument No. 2019-012216, of Official Records.

APN: 035-510-009

EXHIBIT B



ams associates, inc. PLANNING ENGINEERING SURVEYING TRANSPORTATION

801 YGNACIO VALLEY RD., SUITE 220
WALNUT CREEK, CA
925-943-2777 FAX 925-943-2778

1100 CONCORD AVE.
CONCORD, CA 94520

EXHIBIT B
PLAT TO ACCOMPANY
LEGAL DESCRIPTION
FOR A LOT LINE
ADJUSTMENT

JOB NO: 1972
SCALE: 1"=100'
DATE: 3/22/17
SHEET: 1

LLA 17-01 PAGE 7 OF 7

STAFF REPORT

OAKLEY
CALIFORNIA

DATE: November 12, 2024

TO: Joshua McMurray, City Manager

FROM: Derek Cole, City Attorney

Approved and Forwarded to the City Council

SUBJECT: Adopt a Resolution Accepting a Grant Deed Conveying to the City of Oakley Certain Real Property Interests (portions of 041-021-022, located on Neroly Road)

Background and Analysis

A property owner who owns property on Neroly Road near the boundaries of the Cities of Oakley has offered to convey as gift two parcels of real property. The proposed action would authorize the City's receipt of the second of these parcels. Your Council accepted the first of the parcels at your meeting on October 8, 2024.

Consistency with the Oakley Strategic Plan 27+

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

Fiscal Impact

There is not significant fiscal impact to the City associated with its acceptance of the real property.

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
2. Draft Grant Deed

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 (APN 041-021-022)

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 12th day of November 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 Kenneth P. Graunstadt, Trustee of the Kenneth P. Graunstadt 2007 Trust, 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 November 18, 2024, and the City of Oakley consents to recordation thereof by its duly authorized officer.

Dated:_____ By:_____

Joshua McMurray
City Manager

EXHIBIT A

RECORDING REQUESTED BY:

Old Republic Title Company

Escrow No.: 0120034791
APN: 041-022-002-4

When Recorded Mail Document and Tax Statements to:

City of Oakley, a municipal corporation
Attn: City Manager
3231 Main Street
Oakley, CA 94561

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE

Grant Deed

The undersigned grantor(s) declare(s):
Documentary Transfer Tax is $0.00 the undersigned declare that this is a bonafide gift; the Grantors received no consideration, and the property is free and clear of all liens (R&T 11930)
(X) computed on full value of property conveyed, or
( ) computed on full value less of liens and encumbrances remaining at time of sale.
( ) Unincorporated area: (X) City of Oakley

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,
Mary Jo Rock and Diane Schatz, Successor Trustees of the Kenneth P. Graunstadt 2007 Trust
hereby GRANT(S) to
City of Oakley, a municipal corporation
that property in City of Oakley, Contra Costa County, State of California, described as:
* * * See "Exhibit A" attached hereto and made a part hereof. * * *

Date: November 05, 2024

the Kenneth P. Graunstadt 2007 Trust

By:_____
Mary Jo Rock, Successor Trustee

By:_____
Diane Schatz, Successor Trustee

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 _____
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: _____
(Typed or Printed)

(Seal)

ORDER NO. : 0120034791

EXHIBIT A

The land referred to is situated in the County of Contra Costa, City of Oakley, State of California, and is described as follows:

A portion of the Southwest 1/4 of Section 27, Township 2 North, Range 2 East, Mount Diablo Base and Meridian, described as follows:

The parcel of land secondly described in the Deed from James O'Hara and Mary O'Hara, his wife, to the Southern Pacific Railroad Company, recorded March 18, 1895, in Book 71 of Deeds, Page 22, as follows:

Commencing at a point on the Southerly line of Right of Way of the party of the second part, opposite and Fifty (50) feet distant from said Engineers Station 1332+50; thence Southerly at right angles to the center line of the Railroad of the party of the second party Fifty (50) feet; thence Westerly parallel to and One Hundred (100) feet distant from said center line of Railroad track One Thousand Nine Hundred Ninety-two (1992) feet, more or less, to a point; thence Northerly Fifty (50) feet to the said Southerly line of Right of Way at a point opposite and Fifty (50) feet distant from Engineers Station said 1352+50; thence Easterly along said Southerly line of Right of Way One Thousand Nine Hundred Ninety-six (1996) feet, more or less, to the point of beginning.

APN: 041-022-002-4

BOE-502-A (P1) REV. 18 (05-23)

PRELIMINARY CHANGE OF OWNERSHIP REPORT

To be completed by the transferee (buyer) prior to a transfer of subject property, in accordance with section 480.3 of the Revenue and Taxation Code. A *Preliminary Change of Ownership Report* must **be filed with each conveyance in the County Recorder's office for the county where the property is located.**

NAME AND MAILING ADDRESS OF BUYER/TRANSFEREE
(Make necessary corrections to the printed name and mailing address)

ASSESSOR'S PARCEL NUMBER
041-022-002-4

SELLER/TRANSFEROR
the Kenneth P. Graunstadt 2007 Trust

BUYER'S DAYTIME TELEPHONE NUMBER
( )

BUYER'S EMAIL ADDRESS

STREET ADDRESS OR PHYSICAL LOCATION OF REAL PROPERTY
041-022-002, Oakley, CA 94561

☐ YES ☐ NO This property is intended as my principal residence. If YES, please indicate the date of occupancy or intended occupancy. MO | DAY | YEAR

☐ YES ☐ NO Are you a 100% rated disabled veteran who was compensated at 100% by the Department of Veterans Affairs or an unmarried surviving spouse of a 100% rated disabled veteran?

MAIL PROPERTY TAX INFORMATION TO (NAME)
City of Oakley, a municipal corporation

MAIL PROPERTY TAX INFORMATION TO (ADDRESS)	CITY	STATE	ZIP CODE
Attn: City Manager 3231 Main Street	Oakley	CA	94561

PART 1. TRANSFER INFORMATION *Please complete all statements.*

YES NO — This section contains possible exclusions from reassessment for certain types of transfers.

- ☐ ☒ A. This transfer is solely between spouses *(addition or removal of a spouse, death of a spouse, divorce settlement, etc.)*.
- ☐ ☐ B. This transfer is solely between domestic partners currently registered with the California Secretary of State *(addition or removal of a partner, death of a partner, termination settlement, etc.)*.
- ☐ ☐ *C. This is a transfer: ☐ between parent(s) and child(ren) ☐ between grandparent(s) and grandchild(ren).
  Was this the transferor/grantor's principal residence? ☐ YES ☐ NO
  Is this a family farm? ☐ YES ☐ NO
- ☐ ☐ *D. This transfer is the result of a cotenant's death. Date of death _____
- ☐ ☐ *E. This transaction is to replace a principal residence owned by a person 55 years of age or older.
- ☐ ☐ *F. This transaction is to replace a principal residence by a person who is severely disabled.
- ☐ ☐ *G. This transaction is to replace a principal residence substantially damaged or destroyed by a wildfire or natural disaster for which the Governor proclaimed a state of emergency.
- ☐ ☐ H. This transaction is only a correction of the name(s) of the person(s) holding title to the property *(e.g., a name change upon marriage)*.
  If YES, please explain: _____
- ☐ ☐ I. The recorded document creates, terminates, or reconveys a lender's interest in the property.
- ☐ ☐ J. This transaction is recorded only as a requirement for financing purposes or to create, terminate, or reconvey a security interest *(e.g., cosigner)*. If YES, please explain: _____
- ☐ ☐ K. The recorded document substitutes a trustee of a trust, mortgage, or other similar document.
- L. This is a transfer of property:
  - ☐ ☐ 1. to/from a revocable trust that may be revoked by the transferor and is for the benefit of ☐ the transferor, and/or ☐ the transferor's spouse ☐ registered domestic partner.
  - ☐ ☐ 2. to/from an irrevocable trust for the benefit of the ☐ creator/grantor/trustor and/or ☐ grantor's/trustor's spouse ☐ grantor's/trustor's registered domestic partner.
- ☐ ☐ M. This property is subject to a lease with a remaining lease term of 35 years or more including written options.
- ☐ ☐ N. This is a transfer between parties in which proportional interests of the transferor(s) and transferee(s) in each and every parcel being transferred remain exactly the same after the transfer.
- ☐ ☐ O. This is a transfer subject to subsidized low-income housing requirements with governmentally imposed restrictions, or restrictions imposed by special nonprofit corporations.
- ☐ ☐ *P. This transfer is to the first purchaser of a new building containing a ☐ leased ☐ owned active solar energy system.
- ☐ ☐ Q. Other. This transfer is to _____

* Please refer to the instructions for Part 1. Please provide any other information that will help the Assessor understand the nature of the transfer.

THIS DOCUMENT IS NOT SUBJECT TO PUBLIC INSPECTION

BOE-502-A (P2) REV. 18 (05-23)

PART 2. OTHER TRANSFER INFORMATION

Check and complete as applicable.

A. Date of transfer, if other than recording date: _____

B. Type of transfer:

☐ Purchase ☐ Foreclosure ☒ Gift ☐ Trade or exchange ☐ Merger, stock, or partnership acquisition (Form BOE-100-B)

☐ Contract of sale. Date of contract: _____ ☐ Inheritance. Date of death: _____

☐ Sale/leaseback ☐ Creation of a lease ☐ Assignment of a lease ☐ Termination of a lease. Date lease began: _____

Original term in years *(including written options)*: _____ Remaining term in years *(including written options)*: _____

☐ Other. Please explain: _____

C. Only a partial interest in the property was transferred. ☐ YES ☐ NO If YES, indicate the percentage transferred: _____ %

PART 3. PURCHASE PRICE AND TERMS OF SALE

Check and complete as applicable.

A. Total purchase price. $_____

B. Cash down payment or value of trade or exchange excluding closing costs Amount $_____

C. First deed of trust @ _____% interest for _____years. Monthly payment $ _____ Amount $_____

☐ FHA (___Discount Points) ☐ Cal-Vet ☐ VA(___Discount Points) ☐ Fixed rate ☐ Variable rate

☐ Bank/Savings & Loan/Credit Union ☐ Loan carried by seller

☐ Balloon payment $ _____ Due date: _____

D. Second deed of trust @ _____% interest for _____years. Monthly payment $ _____ Amount $_____

☐ Fixed rate ☐ Variable rate ☐ Bank/Saving & Loan/Credit Union ☐ Loan carried by seller

☐ Balloon payment $ _____ Due date: _____

E. Was an Improvement Bond or other public financing assumed by the buyer? ☐ YES ☐ NO Outstanding balance $ _____

F. Amount, if any, of real estate commission fees paid by the buyer which are not included in the purchase price $_____

G. The property was purchased: ☐ Through real estate broker. Broker name: _____ Phone Number: (___) _____

☐ Direct from seller ☐ From a family member-Relationship _____

☐ Other. Please explain: _____

H. Please explain any special terms, seller concessions, broker/agent fees waived, financing, and any other information (e.g., buyer assumed the existing loan balance) that would assist the Assessor in the valuation of your property.

_____

PART 4. PROPERTY INFORMATION

Check and complete as applicable.

A. Type of property transferred

☐ Single-family residence
☐ Multiple-family residence. Number of units: _____
☐ Other. Description: (i.e., timber, mineral, water rights, etc.)
☐ Co-op/Own-your-own
☐ Condominium
☐ Timeshare
☐ Manufactured home
☒ Unimproved lot
☐ Commercial/Industrial

_____

B. ☐ YES ☐ NO Personal/business property, or incentives, provided by seller to buyer are included in the purchase price. Examples of personal property are furniture, farm equipment, machinery, etc. Examples of incentives are club memberships, etc. Attach list if available.

If YES, enter the value of the personal/business property: $_____ Incentives $ _____

C. ☐ YES ☐ NO A manufactured home is included in the purchase price.

If YES, enter the value attributed to the manufactured home: $_____

☐ YES ☐ NO The manufactured home is subject to local property tax. If NO, enter the decal number: _____

D. ☐ YES ☐ NO The property produces rental or other income.

If YES, the income is from: ☐ Lease/rent ☐ Contract ☐ Mineral rights ☐ Other: _____

E. The condition of the property at the time of sale was: ☐ Good ☐ Average ☐ Fair ☐ Poor

Please describe: _____

CERTIFICATION

I certify (or declare) that the foregoing and all information hereon, including any accompanying statements or documents, is true and correct to the best of my knowledge and belief.

SIGNATURE OF BUYER/TRANSFEREE OR CORPORATE OFFICER ▶	DATE	TELEPHONE ( )
NAME OF BUYER/TRANSFEREE/LEGAL REPRESENTATIVE/CORPORATE OFFICER (PLEASE PRINT)	TITLE	EMAIL ADDRESS

The Assessor's office may contact you for additional information regarding this transaction.

ADDITIONAL INFORMATION

Please answer all questions in each section, and sign and complete the certification before filing. This form may be used in all 58 California counties. If a document evidencing a change in ownership is presented to the Recorder for recordation without the concurrent filing of a *Preliminary Change of Ownership Report*, the Recorder may charge an additional recording fee of twenty dollars ($20).

NOTICE: The property which you acquired may be subject to a supplemental assessment in an amount to be determined by the County Assessor. Supplemental assessments are not paid by the title or escrow company at close of escrow, and are not included in lender impound accounts. **You may be responsible for the current or upcoming property taxes even if you do not receive the tax bill.**

NAME AND MAILING ADDRESS OF BUYER: Please make necessary corrections to the printed name and mailing address. Enter Assessor's Parcel Number, name of seller, buyer's daytime telephone number, buyer's email address, and street address or physical location of the real property.

NOTE: Your telephone number and/or email address is very important. If there is a question or a problem, the Assessor needs to be able to contact you.

MAIL PROPERTY TAX INFORMATION TO: Enter the name, address, city, state, and zip code where property tax information should be mailed. This must be a valid mailing address.

PRINCIPAL RESIDENCE: To help you determine your principal residence, consider (1) where you are registered to vote, (2) the home address on your automobile registration, and (3) where you normally return after work. If after considering these criteria you are still uncertain, choose the place at which you have spent the major portion of your time this year. Check YES if the property is intended as your principal residence, and indicate the date of occupancy or intended occupancy.

DISABLED VETERAN: If you checked YES, you may qualify for a property tax exemption. **A claim form must be filed and all requirements met in order to obtain the exemption. Please contact the Assessor for a claim form.**

PART 1: TRANSFER INFORMATION

If you check YES to any of these statements, the Assessor may ask for supporting documentation.

C, D, E, F, G: If you checked YES to any of these statements, you may qualify for a property tax reassessment exclusion, which may allow you to maintain your property's previous tax base. **A claim form must be filed and all requirements met in order to obtain any of these exclusions.** Contact the Assessor for claim forms. NOTE: If you give someone money or property during your life, you may be subject to federal gift tax. You make a gift if you give property (including money), the use of property, or the right to receive income from property without expecting to receive something of at least equal value in return. The transferor (donor) may be required to file Form 709, Federal Gift Tax Return, with the Internal Revenue Service if they make gifts in excess of the annual exclusion amount.

H: Check YES if the reason for recording is to correct a name already on title [e.g., Mary Jones, who acquired title as Mary J. Smith, is granting to Mary Jones]. This is not for use when a name is being removed from title.

I: Check YES if the change involves a lender, who holds title for security purposes on a loan, and who has no other beneficial interest in the property.

> "**Beneficial interest**" is the right to enjoy all the benefits of property ownership. Those benefits include the right to use, sell, mortgage, or lease the property to another. A beneficial interest can be held by the beneficiary of a trust, while legal control of the trust is held by the trustee.

J: A "**cosigner**" is a third party to a mortgage/loan who provides a guarantee that a loan will be repaid. The cosigner signs an agreement with the lender stating that if the borrower fails to repay the loan, the cosigner will assume legal liability for it.

N: This is primarily for use when the transfer is into, out of, or between legal entities such as partnerships, corporations, or limited liability companies. Check YES only if the individuals and the interest held by each remains exactly the same in each and every parcel being transferred.

O: Check YES only if property is subject to a government or nonprofit affordable housing program that imposes restrictions. Property may qualify for a restricted valuation method (i.e., may result in lower taxes).

P: If you checked YES, you may qualify for a new construction property tax exclusion. **A claim form must be filed and all requirements met in order to obtain the exclusion. Contact the Assessor for a claim form.**

PART 2: OTHER TRANSFER INFORMATION

A: The date of recording is rebuttably presumed to be the date of transfer. If you believe the date of transfer was a different date (e.g., the transfer was by an unrecorded contract, or a lease identifies a specific start date), put the date you believe is the correct transfer date. If it is not the date of recording, the Assessor may ask you for supporting documentation.

B: Check the box that corresponds to the type of transfer. If OTHER is checked, please provide a detailed description. Attach a separate sheet if necessary.

C. If this transfer was the result of an inheritance following the death of the property owner, please complete a *Change in Ownership Statement, Death of Real Property Owner*, form BOE-502-D, if not already filed with the Assessor's office.

PART 3: PURCHASE PRICE AND TERMS OF SALE

It is important to complete this section completely and accurately. The reported purchase price and terms of sale are important factors in determining the assessed value of the property, which is used to calculate your property tax bill. Your failure to provide any required or requested information may result in an inaccurate assessment of the property and in an overpayment or underpayment of taxes.

A. Enter the total purchase price, not including closing costs or mortgage insurance.

"Mortgage insurance" is insurance protecting a lender against loss from a mortgagor's default, issued by the FHA or a private mortgage insurer.

B. Enter the amount of the down payment, whether paid in cash or by an exchange. If through an exchange, exclude the closing costs.

"Closing costs" are fees and expenses, over and above the price of the property, incurred by the buyer and/or seller, which include title searches, lawyer's fees, survey charges, and document recording fees.

C. Enter the amount of the First Deed of Trust, if any. Check all the applicable boxes, and complete the information requested.

A **"balloon payment"** is the final installment of a loan to be paid in an amount that is disproportionately larger than the regular installment.

D. Enter the amount of the Second Deed of Trust, if any. Check all the applicable boxes, and complete the information requested.

E. If there was an assumption of an improvement bond or other public financing with a remaining balance, enter the outstanding balance, and mark the applicable box.

An **"improvement bond or other public financing"** is a lien against real property due to property-specific improvement financing, such as green or solar construction financing, assessment district bonds, Mello-Roos (a form of financing that can be used by cities, counties and special districts to finance major improvements and services within the particular district) or general improvement bonds, etc. Amounts for repayment of contractual assessments are included with the annual property tax bill.

F. Enter the amount of any real estate commission fees paid by the buyer which are not included in the purchase price.

G. If the property was purchased through a real estate broker, check that box and enter the broker's name and phone number. If the property was purchased directly from the seller (who is not a family member of one of the parties purchasing the property), check the "Direct from seller" box. If the property was purchased directly from a member of your family, or a family member of one of the parties who is purchasing the property, check the "From a family member" box and indicate the relationship of the family member (e.g., father, aunt, cousin, etc.). If the property was purchased by some other means (e.g., over the Internet, at auction, etc.), check the "OTHER" box and provide a detailed description (attach a separate sheet if necessary).

H. Describe any special terms (e.g., seller retains an unrecorded life estate in a portion of the property, etc.), seller concessions (e.g., seller agrees to replace roof, seller agrees to certain interior finish work, etc.), broker/agent fees waived (e.g., fees waived by the broker/agent for either the buyer or seller), financing, buyer paid commissions, and any other information that will assist the Assessor in determining the value of the property.

PART 4: PROPERTY INFORMATION

A. Indicate the property type or property right transferred. Property rights may include water, timber, mineral rights, etc.

B. Check YES if personal, business property or incentives are included in the purchase price in Part 3. Examples of personal or business property are furniture, farm equipment, machinery, etc. Examples of incentives are club memberships (golf, health, etc.), ski lift tickets, homeowners' dues, etc. Attach a list of items and their purchase price allocation. An adjustment will not be made if a detailed list is not provided.

C. Check YES if a manufactured home or homes are included in the purchase price. Indicate the purchase price directly attributable to each of the manufactured homes. If the manufactured home is registered through the Department of Motor Vehicles in lieu of being subject to property taxes, check NO and enter the decal number.

D. Check YES if the property was purchased or acquired with the intent to rent or lease it out to generate income, and indicate the source of that anticipated income. Check NO if the property will not generate income, or was purchased with the intent of being owner-occupied.

E. Provide your opinion of the condition of the property at the time of purchase. If the property is in "fair" or "poor" condition, include a brief description of repair needed.

Escrow Instructions to Old Republic Title Company

Old Republic Title Company
200 Sand Creek Rd, Suite A
Brentwood, CA
Escrow Officer: Lisa Louie

Date: 11/5/2024
Escrow No.: 0120034791-LL

The undersigned have authorized and instructed you, Old Republic Title, to prepare and record a Grant Deed, and any other recordable documents pursuant to transfer parcel 041-022-002-4, Oakley, CA, Contra Costa County, when you can cause to be issued an CLTA loan policy insuring title to the property described in that certain preliminary report issued by Old Republic Title Company, to be vested of record in:

City of Oakley, a municipal corporation

Title will be Subject to exceptions:1in, 1st installment paid, 2nd installment open; 2out, paid; 3 thru 8in

The undersigned Seller hands you herewith the funds necessary to pay the following fees:

Sub escrow fee: $125
CLTA standard policy of title insurance: $700
Recording fees: $150
Notary fees: $60.00
Total fees due: $1,035.00

OLD REPUBLIC TITLE COMPANY IS LICENSED TO ACT AS AN UNDERWRITTEN TITLE COMPANY BY THE STATE OF CALIFORNIA, DEPARTMENT OF INSURANCE.

The following general provisions shall apply in this escrow.

1. Deposit and Disbursement of Funds. All funds received in this escrow shall be deposited in accordance with the Deposit Instructions/ Authorizations provided by the party depositing funds into an escrow account maintained by Escrow Holder.

Disbursements are ordinarily made by check of Escrow Holder. Escrow Holder offers its customers the opportunity to transfer funds by wire from its depository bank. Use of a wire transfer may offer benefits to a party who wishes to more quickly satisfy an obligation and stop the accrual of additional interest. Escrow Holder's wire transfer service handling fee is $25.00 for each wire requested. Advise Escrow Holder if a wire transfer is required for any portion of the escrow funds or proceeds.

2. Prorations and Adjustments. All prorations and/or adjustments called for in this escrow are to be made on the basis of a thirty (30) day month unless otherwise instructed in writing. At closing, Escrow Holder may adjust estimated amounts and prorations and other items that may change based on the recording date. In all acts relating, but not limited to fire/hazard insurance, rents and rental deposits, real property taxes, and interest, Escrow Holder shall presume that the information provided to Escrow Holder by the parties to this escrow, or their agent(s), is correct and that insurance premiums have been paid.

3. Recordation of Instruments. If necessary or proper for the issuance of the Policy of Title Insurance requested in this escrow, recordation of any instrument delivered to escrow is authorized. Escrow Holder is further authorized to take any action necessary to comply with these instructions and the instructions of any lender and to execute any and all documents that may be necessary or incidental to the carrying out of these instructions.

4. Authorization to Furnish Copies. Escrow Holder is authorized to furnish copies of these instructions and supplements thereto, notices of cancellation, and closing statements pertaining to this escrow to the real estate broker(s) and lender(s) named in this escrow.

5. Delivery of Non-Recorded Documents. Upon close of escrow, documents that are not required to be recorded may be delivered by Escrow Holder by depositing same in the United States Mail, postage prepaid, addressed to the party entitled thereto, at the mailing address provided to Escrow Holder.

6. Conflicting Instructions. Upon receipt of any conflicting instructions (other than cancellation instructions), Escrow Holder is no longer obligated to take any further action in connection with this escrow until further consistent instructions are received from the parties. Escrow Holder is authorized to hold all monies and/or instruments in this escrow until otherwise directed, either by the parties' mutual written instructions or by final order of a court of competent jurisdiction. In the event of conflicting claims to any funds or other documents, Escrow Holder shall have the absolute right, at Escrow Holder's discretion, to file an action in interpleader requiring the parties to answer and litigate their several claims and rights amongst themselves. Any such action must comply with the requisite interpleader statutes of the state of California in this regard.

7. Disclosure. Escrow Holder shall have no duty to disclose to any party to this escrow any information, which may come to Escrow Holder's attention concerning this transaction unless specifically requested to do so by any party.

8. Right of Cancellation. This escrow shall be deemed canceled upon Escrow Holder's receipt of any party's instruction to cancel the escrow. Upon receipt of a party's instructions to cancel the escrow, Escrow Holder shall distribute Cancellation Instructions to the parties or to their agents regarding the disbursement of funds in the escrow. Escrow Holder then is no longer obligated to take any further action in connection with this escrow until receipt of mutual non-conflicting instructions from the parties. Upon receipt of mutual, non-conflicting instructions regarding the disbursement of funds in the escrow, Escrow Holder shall disburse the funds in accordance with the instructions, less fees and other costs incurred in connection with the escrow. In the absence of non-conflicting instructions regarding the disbursement of funds in the escrow, Escrow Holder is authorized and instructed to hold all earnest money funds in accordance with the terms of Paragraph 6 above, but Escrow Holder may distribute all funds in excess of earnest money to the depositors of the funds or their assignees at Escrow Holder's sole discretion.

9. Entire Agreement and Indemnification. These General Provisions and the joint escrow instructions received and accepted by Escrow Holder (if applicable), shall be the whole and only agreement between the parties regarding the obligations of Escrow Holder to complete this escrow and shall supersede and cancel any prior instructions. Escrow Holder shall disregard and assume no responsibility for complying with any other agreement(s) between the parties, whether or not such agreement(s) have been made a part of this escrow. To the extent of any conflicts between these General Provisions (including joint escrow instructions, if applicable) and any other agreement(s) between the parties, these General Provisions (including joint escrow instructions, if applicable) shall control.

10. Preliminary Report Approval. The parties to this escrow acknowledge that a copy of the preliminary report issued in conjunction with this escrow will be read and approved upon receipt and the parties will certify that there are no liens or encumbrances, other than those shown on said report that affect the property which is the subject of this escrow. Approval shall be assumed absent an objection to any item in the preliminary report and certification shall be assumed unless Escrow Holder is provided information sufficient to identify liens or encumbrances not shown on the preliminary report.

11. Compliance with Regulatory Matters. Escrow Holder is not responsible or liable for determining that there has been compliance with any matters that are excluded from coverage under the title insurance policy to be issued in conjunction with close of this escrow including, but not limited to, county or municipal ordinances and state, county or municipal subdivision or land division regulations or laws. Reference is made to the policy form on file with the Insurance Commissioner of the State of California and available through the Title Company for the customer's review for a complete statement of such exclusions.

12. Licensee Status. Escrow Holder is not responsible or liable for determining that any person or entity receiving a commission or other compensation from escrow is currently and regularly licensed, nor for communicating the license status of any person or entity receiving a commission or other compensation from escrow to the parties herein.

13. Unclaimed Funds. After three (3) years from the deposit of funds into escrow, any amounts thereafter remaining unclaimed may be escheated to the State of California in compliance with the State of California's Unclaimed Property Law and Regulations.

14. Fees and Charges. The parties to this escrow agree to pay all charges, billings, advances and expenses, including cancellation fees, that are properly chargeable to the undersigned, and further to pay any balance for fees, costs or shortages due in connection with these instructions.

15. Payments From Escrow. Escrow Holder is acting as the disbursing agent of the parties to this escrow for all payments, such as, but not limited to, commissions, signing service providers, notary fees and termite inspections and/or reports, owed and authorized herein by the parties.

16. Inspections. Escrow Holder is relieved of any obligation to order or obtain any of the inspections or reports required by this transaction.

17. Contingencies. Escrow Holder is relieved of any obligation to monitor, schedule the timing of, or obtain any party's compliance with, any of the contingencies required by this transaction.

Owner(s):
Kenneth P. Graunstadt 2007 Trust

By:_____
Mary Jo Rock, Successor Trustee

By:_____
Diane Schatz, Successor Trustee

Mailing address:_____
_____
Phone:_____
Email:_____

Grantor:
City of Oakley, a municipal corporation

By:_____
Joshua McMurray, City Manager

Received _____
OLD REPUBLIC TITLE COMPANY

By _____

OLD REPUBLIC TITLE COMPANY

200 Sand Creek Road, Suite A
Brentwood, CA 94513
(925) 634-1010 Fax: (925) 634-0914

PRELIMINARY REPORT

SECOND AMENDED REPORT

DIANE E. SCHATZ DBA HUNTRESS PROPERTIES
2269 Chestnut Street #506
San Francisco, CA 94123

Attention: DIANE SCHATZ

Our Order Number 0120034791-LL

When Replying Please Contact:

Lisa Louie
LLouie@ortc.com
(925) 634-1010

Buyer:

BUYER TO FOLLOW

Property Address:

041-022-002, Oakley, CA 94561

In response to the above referenced application for a policy of title insurance, OLD REPUBLIC TITLE COMPANY, as issuing Agent of Old Republic National Title Insurance Company, hereby reports that it is prepared to issue, or cause to be issued, as of the date hereof, a Policy or Policies of Title Insurance describing the land and the estate or interest therein hereinafter set forth, insuring against loss which may be sustained by reason of any defect, lien or encumbrance not shown or referred to as an Exception below or not excluded from coverage pursuant to the printed Schedules, Conditions and Stipulations of said policy forms.

The printed Exceptions and Exclusions from the coverage and Limitations on Covered Risks of said Policy or Policies are set forth in Exhibit I attached. The policy to be issued may contain an arbitration clause. When the Amount of Insurance is less than that set forth in the arbitration clause, all arbitrable matters shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties. Limitations on Covered Risks applicable to the Homeowner's Policy of Title Insurance which establish a Deductible Amount and a Maximum Dollar Limit of Liability for certain coverages are also set forth in Exhibit I. Copies of the Policy forms should be read. They are available from the office which issued this report.

Please read the exceptions shown or referred to below and the exceptions and exclusions set forth in Exhibit I of this report carefully. The exceptions and exclusions are meant to provide you with notice of matters which are not covered under the terms of the title insurance policy and should be carefully considered.
It is important to note that this preliminary report is not a written representation as to the condition of title and may not list all liens, defects, and encumbrances affecting title to the land.

This report (and any supplements or amendments hereto) is issued solely for the purpose of facilitating the issuance of a policy of title insurance and no liability is assumed hereby. If it is desired that liability be assumed prior to the issuance of a policy of title insurance, a Binder or Commitment should be requested.

Dated as of February 9, 2023, at 7:30 AM

READ & APPROVED. DATE: _____

X _____

X _____

OLD REPUBLIC TITLE COMPANY
For Exceptions Shown or Referred to, See Attached

OLD REPUBLIC TITLE COMPANY
ORDER NO. 0120034791-LL
SECOND AMENDED REPORT

The form of policy of title insurance contemplated by this report is:

CLTA Standard Coverage Owner's Policy of Title Insurance - 2022. A specific request should be made if another form or additional coverage is desired.

The estate or interest in the land hereinafter described or referred or covered by this Report is:

Fee

Title to said estate or interest at the date hereof is vested in:

The land referred to in this Report is situated in the County of Contra Costa, City of Oakley, State of California, and is described as follows:

A portion of the Southwest 1/4 of Section 27, Township 2 North, Range 2 East, Mount Diablo Base and Meridian, described as follows:

The parcel of land secondly described in the Deed from James O'Hara and Mary O'Hara, his wife, to the Southern Pacific Railroad Company, recorded March 18, 1895, in Book 71 of Deeds, Page 22, as follows:

Commencing at a point on the Southerly line of Right of Way of the party of the second part, opposite and Fifty (50) feet distant from said Engineers Station 1332+50; thence Southerly at right angles to the center line of the Railroad of the party of the second party Fifty (50) feet; thence Westerly parallel to and One Hundred (100) feet distant from said center line of Railroad track One Thousand Nine Hundred Ninety-two (1992) feet, more or less, to a point; thence Northerly Fifty (50) feet to the said Southerly line of Right of Way at a point opposite and Fifty (50) feet distant from Engineers Station said 1352+50; thence Easterly along said Southerly line of Right of Way One Thousand Nine Hundred Ninety-six (1996) feet, more or less, to the point of beginning.

APN: 041-022-002-4

At the date hereof exceptions to coverage in addition to the Exceptions and Exclusions in said policy form would be as follows:

1. Taxes and assessments, general and special, for the fiscal year 2023 - 2024, a lien, but not yet due or payable.

2. Taxes and assessments, general and special, for the fiscal year 2022 - 2023, as follows:

Assessor's Parcel No	:	041-022-002-4	
Bill No.	:	045712	
Code No.	:	019-071	
1st Installment	:	$135.30	Marked Paid
2nd Installment	:	$135.30	Marked Paid
Land Value	:	$17,112.00	

3. The lien of supplemental taxes, if any, assessed pursuant to the provisions of Section 75, et seq., of the Revenue and Taxation Code of the State of California.

4. An easement affecting that portion of said land and for the purposes stated herein and incidental purposes as provided in the following

Granted To	:	Pacific Gas and Electric Company, a California corporation
For	:	Pipe Lines
Recorded	:	December 28, 1987 in Book 14092 of Official Records, Page 713 under Recorder's Serial Number 1987-269039
Affects	:	A portion of said land 75 feet in width

5. Restrictions on the Use, by the Owners of said land, of the Easement Area as set out in the Easement document recorded December 28, 1987, in Book 14092, Official Records Page 713.

6. An easement affecting that portion of said land and for the purposes stated herein and incidental purposes as provided in the following

Instrument	:	Easement Grant Deed
Granted To	:	Southern Pacific Transportation Company, a Delaware corporation
For	:	Signal Line
Recorded	:	April 13, 1989 in Book 14999 of Official Records, Page 762 under Recorder's Serial Number 1989-66808
Affects	:	The exact location and extent of said Easement is not disclosed of Record

"Should Grantee at any time abandon the use of said property, or fail at any time to use the same for the purpose contemplated herein for a continuous period of 1 year, the right hereby given shall automatically cease

7. Any easements or lesser rights which may be claimed as to a portion of said land by the owners or users, including any rights incidental thereto which may be ascertained by making inquiry of such owners or users,

Of	:	Road purposes
Affects	:	Survey Station 1346+16.7
As Disclosed By	:	The exact location is not disclosed of Record

8. Any lack of access, or a right of access, or a right to access to and from the land (any access coverage contained in this policy and/or endorsements thereto is NOT being provided, notwithstanding any statement therein to the contrary).

9. Any facts, rights, interests or claims which an accurate survey would show.

10. Any unrecorded and subsisting leases.

11. The requirement that this Company be provided with a suitable Owner's Declaration (form ORT 174). The Company reserves the right to make additional exceptions and/or requirements upon review of the Owner's Declaration.

12. Terms and conditions contained in the Kenneth P. Graunstadt 2007 Trust as disclosed by Grant Deed.

Dated	:	June 6, 2019
Recorded		June 10, 2019 in Official Records under Recorder's Serial Number 2019-0085970

The requirement that:

A Certification of Trust be furnished in accordance with Probate Code Section 18100.5; and

If the acting trustee is a successor trustee the additional requirement the Company is provided a complete copy of the trust, with all amendments and any intervening trustee is no longer acting in that capacity by providing copies of resignation letters, etc.

The Company reserves the right to make additional exceptions and/or requirements upon review of the above.

---------- Informational Notes ----------

A. The applicable rate(s) for the policy(s) being offered by this report or commitment appears to be section(s) 1.1.

B. NOTE: The last recorded transfer or agreement to transfer the land described herein is as follows:

Instrument Entitled	:	Grant Deed
By/From	:	Roy A. Cunha, an individual
To	:	Kenneth P. Graunstadt, Trustee of Kenneth P. Graunstadt 2007 Trust
Dated	:	June 6, 2019
Recorded	:	June 10, 2019 in Official Records under Recorder's Serial Number 2019-0085969

Grant Deed executed by Kenneth P. Graunstadt, Jr., an individual to Kenneth P. Graunstadt, Trustee of Kenneth P. Graunstadt 2007 Trust recorded June 10, 2019 in Official Records under Recorder's Serial Number 2019-0085970.

O.N.

NOTE:

The following statement is deemed attached as a coversheet to any declaration, governing document, or deed identified in the above exceptions:

If this document contains any restriction based on age, race, color, religion, sex, gender, gender identity, gender expression, sexual orientation, familial status, marital status, disability, veteran or military status, genetic information, national origin, source of income as defined in subdivision (p) of Section 12955, or ancestry, that restriction violates state and federal fair housing laws and is void, and may be removed pursuant to Section 12956.2 of the Government Code by submitting a "Restrictive Covenant Modification" form, together with a copy of the attached document with the unlawful provision redacted to the county recorder's office. The "Restrictive Covenant Modification" form can be obtained from the county recorder's office and may be available on its internet website. The form may also be available from the party that provided you with this document. Lawful restrictions under state and federal law on the age of occupants in senior housing or housing for older persons shall not be construed as restrictions based on familial status.

Information for processing a "Restrictive Covenant Modification" form:

1. Print a complete copy of the document in question. Strike out what you believe to be unlawful restrictive language in the document.
2. Print and complete the "Restrictive Covenant Modification" ("RCM") form. Note that the signature on the form must be acknowledged by a notary public or other qualified officer.
3. Submit the completed RCM form and the document with your strike-outs to the County Clerk-Recorder's Office for the county where the property is located. No fee is required for this service.
4. The County Clerk-Recorder's Office will forward the RCM form and the document with your strike-outs to the Office of the County Counsel, who will determine whether the document contains any unlawful restrictions.
5. The Office of the County Counsel will return the RCM form and the document with your strike-outs to the County Clerk-Recorder's Office along with its determination. If approved, a Deputy County Counsel will sign the RCM, and the County Clerk-Recorder's Office will record, image and index it. If the Office of the County Counsel determines that the document does not contain an unlawful restriction, the County Clerk-Recorder's Office will not record the RCM.
6. The approved RCM will be returned to the submitter by mail.

The "Restrictive Covenant Modification" form is linked below:

Restrictive Covenant Modification form

OAKLEY
CALIFORNIA

DATE: November 12, 2024

TO: Joshua McMurray, City Manager

FROM: Rob Barker, IT Manager

Approved and Forwarded to the City Council

SUBJECT: Adopt a Resolution Authorizing the City Manager to Execute a Professional Services Contract with Keep IT Simple for the Renewal of Licensing for Microsoft Windows Server Operating Systems through the California Multiple Award Schedule (CMAS) Contracting Process

Background and Analysis

The City's server infrastructure provides the backbone of its digital operations, supporting a wide range of essential services, administrative functions and public safety operations. These include document storage and access, database management, crash investigation software, printing, security threat detection and several essential finance-related applications.

Due to the essential operational nature of the City's server infrastructure, the operating systems of these servers must be continually licensed. Substantial fines and further legal action can be imposed upon organizations that fall out of licensing compliance. In addition, access to the latest versions of server operating systems relies on adequate licensing. If the City uses outdated and unsupported versions of server operating systems, it leaves itself vulnerable to innumerable cyber security threats.

Keep IT Simple (KIS), the City's contracted IT help desk provider provided a quote to renew all Microsoft Server Licensing for the City's server infrastructure at a cost of $113,112 for three years. KIS is an approved contractor on the California Multiple Award Schedule (CMAS). The CMAS contracting program allows the City to procure a contractor that was previously selected through the State of California procurement process. All pricing, products and/or services offered to the State of California through this system are made available to the City as authorized by Oakley Municipal Code Section 3.6.010(a)(10). Making use of this process results in cost savings to the City and expedites contractor selection.

Consistency with the Oakley Strategic Plan 27+

The provided services will support several objectives under the Strategic Plan 27+: Community Health and Safety goal; Finance and Fiscal Responsibility goal; Sustainable Organization goal.

Fiscal Impact

Funding for the IT projects has been allocated in the American Rescue Plan Act (ARPA) Fund as part of the adopted FY 2024/25 budget.

Staff Recommendation

Staff recommends the City Council adopt a Resolution authorizing the City Manager to negotiate and execute a contract with Keep IT Simple for the Renewal of Licensing for Microsoft Windows Server Operating Systems through the California Multiple Award Schedule (CMAS) contracting process

.Attachments

1. Proposed Resolution

RESOLUTION NO. X-24

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OAKLEY AUTHORIZING THE CITY MANAGER TO EXECUTE A CONTRACT WITH KEEP IT SIMPLE (KIS) FOR THE RENEWAL OF LICENSING FOR MICROSOFT WINDOWS SERVER OPERATING SYSTEMS THROUGH THE CALIFORNIA MULTIPLE AWARD SCHEDULE (CMAS) CONTRACTING PROCESS

WHEREAS, the City of Oakley relies on its server infrastructure to support essential digital operations, including document storage, database management, public safety software, printing, security threat detection, and finance-related applications; and

WHEREAS, maintaining up-to-date and compliant licensing for Microsoft Windows Server Operating Systems is critical to ensure the uninterrupted functionality, security, and legal compliance of the City's server infrastructure; and

WHEREAS, failure to renew server licenses could result in substantial fines, legal action, and exposure to cybersecurity threats from unsupported or outdated operating systems

BE IT RESOLVED by the City Council of the City of Oakley that the City Manager is authorized to execute a contract with Keep IT Simple for total not to exceed amount of $113,112 for the renewal of Microsoft Windows Server Operating System Licenses through the California Multiple Award Schedule (CMAS) contracting process.

PASSED, APPROVED AND ADOPTED this this 12th day of November 2024 by the following vote.

AYES:
NOES:
ABSTENTION:
ABSENT:

APPROVED:

_____
Anissa Williams, Mayor

ATTEST:

_____
Libby Vreonis, City Clerk

_____
Date

DATE: November 12, 2024

TO: Joshua McMurray, City Manager

FROM: Rob Barker, IT Manager

Approved and Forwarded to the City Council

SUBJECT: Adopt a Resolution Authorizing the City Manager to Execute a Professional Services Contract with Keep IT Simple for the Purchase and Installation of Data Backup Equipment, Cloud Replication and Software through the California Multiple Award Schedule (CMAS) Contracting Process.

Background and Analysis

The City of Oakley is increasingly reliant on digital data to ensure efficient, effective public services. From police records and strategic planning documents to vital infrastructure management and financial records, data forms the backbone of City operations. Data loss or unavailability, whether due to hardware failure, natural disaster, or cyberattack, affects essential services, compromising safety, transparency, and efficiency. Regulatory requirements and best practices for data retention and disaster recovery in government operations necessitate secure, reliable, and accessible backup solutions to mitigate the loss of data.

The City's current backup solution is limited in meeting the demands of modern data security and operational continuity. With the rise of cyber threats, especially ransomware attacks on local governments, robust backup and replication strategies are paramount. The City must ensure that data can be restored swiftly and accurately, with minimal downtime and no significant data loss.

Staff recommends the purchase of a data backup appliance, coupled with secure immutable backups to the cloud to meet the City's current and future needs as well as best practice.[1] This solution should not be considered as merely a technological upgrade, but as a necessary component of Oakley's data security, operational resilience and regulatory compliance.

Keep IT Simple (KIS), the City's contracted IT help desk provider provided a quote to purchase and install a data backup appliance as well as secure cloud backups at a cost of $287,610.01 for five years. KIS is an approved contractor on the California Multiple Award Schedule (CMAS). The CMAS contracting program allows the City to

[1] To ensure cybersecurity, the City has chosen not to provide the name of the backup appliance and Cloud backup in this staff report, but will provide public records of the purchase if requested in compliance with the California Public Records Act.

procure a contractor that was previously selected through the State of California procurement process. All pricing, products and/or services offered to the State of California through this system are made available to the City as authorized by Oakley Municipal Code Section 3.6.010(a)(10). Making use of this process results in cost savings to the City and expedites contractor selection.

Consistency with the Oakley Strategic Plan 27+

The provided services will support several objectives under the Strategic Plan 27+: Community Health and Safety goal; Finance and Fiscal Responsibility goal; Sustainable Organization goal.

Fiscal Impact

Funding for this IT project has been allocated in the American Rescue Plan Act (ARPA) Fund as part of the adopted FY 2024/25 budget.

Staff Recommendation

Staff recommends the City Council adopt a Resolution authorizing the City Manager to negotiate and execute a contract with Keep IT Simple for purchase and installation of data backup equipment and software through the California Multiple Award Schedule (CMAS) contracting process.

Attachments

1. Proposed Resolution

RESOLUTION NO. X-24

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OAKLEY AUTHORIZING THE CITY MANAGER TO EXECUTE A CONTRACT WITH KEEP IT SIMPLE (KIS) FOR THE PURCHASE AND INSTALLATION OF DATA BACKUP EQUIPMENT AND SOFTWARE

WHEREAS, the City of Oakley is increasingly reliant on digital data to ensure efficient and effective public services, including police records, infrastructure management, and financial documentation, all of which form the backbone of City operations; and

WHEREAS, data loss or unavailability, whether due to hardware failure, natural disaster, or cyberattack, could severely compromise the safety, transparency, and efficiency of City services; and

WHEREAS, the proposed data backup solution includes the purchase and installation of a data backup appliance and secure immutable backups to the cloud, ensuring swift and accurate data restoration with minimal downtime and aligning with best practices for government data retention, disaster recovery, and regulatory compliance.

BE IT RESOLVED by the City Council of the City of Oakley that the City Manager is authorized to execute an agreement with Keep IT Simple for a total not to exceed amount of $287,610.01 for the purchase and installation of data backup equipment and software is hereby approved.

PASSED, APPROVED AND ADOPTED this this 12th day of November 2024 by the following vote.

AYES:
NOES:
ABSTENTION:
ABSENT:

APPROVED:

_____
Anissa Williams, Mayor

ATTEST:

_____
Libby Vreonis, City Clerk

_____
Date

OAKLEY
CALIFORNIA

DATE: November 12, 2024

TO: Joshua McMurray, City Manager

FROM: Libby Vreonis, City Clerk

Approved and Forwarded to the City Council

SUBJECT: Resolution Authorizing Advertisement of Two Planning Commission Seats for Two-Year Terms Expiring February 27, 2025, and Directing Staff to Bring Back a Resolution at the First Meeting in November 2026 for Consideration to Change the Two Current 2-year term seats to 4-year terms in February 2027 to allow for 3 seats to expire in 2029 and 2 seats to expire in 2031

Background and Analysis

On July 13, 2021, the City Council adopted Ordinance No. 06-21 which amended and updated the Oakley Municipal Code establishing a 5-member Planning Commission.

On October 12, 2021, the City Council adopted Resolution 122-21, selecting five members to serve on the Planning Commission including three Planning Commission seats with 4-year terms (Oleksii Chuiko, Diego Verduzco and Edward Sire were appointed) and two Planning Commission seats with 2-year terms (Leonard Price and Shannon Shaw).

On January 5, 2022, Edward Sire resigned.

On January 25, 2022, the City Council provided direction to staff to change the term for the seat held by Shannon Shaw from 2-years to 4-years and have the other seat become a 2-year seat.

On February 8, 2022, the City Council adopted Resolution 08-22, providing that the seat Shannon Shaw held would change from a 2-year term to a 4-year term, and the City Council directed staff to accept applications for the 2-year term seat previously held by Edward Sire. Staff solicited applications for the 2-year term seat.

On March 8, 2022, Resolution 20-22 was adopted, appointing Hugh Henderson for a 2-year term.

On November 8, 2022, Planning Commissioners Shannon Shaw and Hugh Henderson were elected to the City Council for their respective districts, creating two openings, one 2-year term and one 4-year term, on the Planning Commission.

On December 13, 2022, the City Manager reported staff would solicit applications for the two seats.

During the period January 5, 2023 through January 27, 2023, staff solicited applications for the two seats.

On February 14, 2023, the City Council adopted Resolution 14-23, appointing Jimmy Ramirez to a 2-year term and Jeanne Krieg to a 4-year term and directing staff to bring back a resolution to change the seat held by Leonard Price from a 2-year term to a 4-year term and to change the seat held by Jeanne Krieg from a 4-year term to a 2-year term.

On February 28, 2023, the City Council adopted Resolution 22-23, superseding Resolution 14-23 to appoint Jimmy Ramirez to a 2-year term, Jeanne Krieg to a 2-year term, and Leonard Price to a 4-year term.

The current seats and terms for Planning Commissioners are as follows:

Oleksii Chuiko	Appointed 10/12/21	Term Expires10/11/25
Diego Verduzco	Appointed 10/12/21	Term Expires10/11/25
Leonard Price	Appointed 10/12/21	Term Expires10/11/25
Jeanne Krieg	Appointed 02/28/23	Term Expires 02/27/25
Jimmy Ramirez	Appointed 02/28/23	Term Expires 02/27/25

Staff request the following considerations:

1. Advertisement of Two Planning Commission Seats for Two-Year Terms Expiring February 27, 2025

On February 27, 2025, terms currently held by Jeanne Krieg and Jimmy Ramirez are scheduled to expire. Both are eligible to re-apply for another 2-year term.

Staff is requesting authorization to advertise for these two seats and proposes that applications be accepted November 21, 2024 (this date provides time to notice in newspaper) through December 13, 2024 (Friday prior to City Hall holiday closure), approximately 3 weeks. This timing is consistent with Oakley Municipal Code §2.3.002(c) which provides, “Applications for Planning Commission shall be made available and the closing date announced at least two months prior to the expiration of the Commissioner’s term to be filled.”

Staff propose applications be brought forth at the January 28, 2025 City Council meeting for consideration. The application is proposed to include options for applicants to select their interest in serving a 2-year term, a 4-year term, and/or a remainder of a term. This may be helpful should the Council wish to consider the same pool of applications (and any new applications) for future seats, given that three seats are scheduled to expire in October 2025.

Any applicant appointed to the Planning Commission must be a resident of the City, provide proof of residency, and maintain residency throughout the term served. Planning Commissioners may not serve more than two consecutive terms unless following a break in service of four years, then they may again serve. Prior to taking office, Planning Commissioners must complete public ethics training (2005 AB 1234) and under the direction of the City Attorney, at least 3 hours of Planning Commissioner training and training regarding the Ralph M. Brown Act.

2. Directing Staff to Bring Back a Resolution at the First Meeting in November 2026 for Consideration to Change the Two Current 2-year term seats to 4-year terms in February 2027 to allow for 3 seats to expire in 2029 and 2 seats to expire in 2031

Oakley Municipal Code § 2.3.004 provides 4-year terms for Planning Commissioners on a staggered basis. Staff recommends the City Council direct staff to bring back an item at the November 2026 meeting for consideration to change the two current 2-year term seats to 4-year terms beginning February 2027. If approved, this will allow for 3 seats to expire in 2029 and 2 seats to expire in 2031, consistent with the Code.

Consistency with the Oakley Strategic Plan 27+

The proposed resolution is consistent with the Strategic Plan 27+'s Community and Collaborative Partnerships Goal, specifically supporting the Sub-Goal of Community Outreach and Engagement by engaging our residents.

Fiscal Impact

None.

Staff Recommendation

Staff recommends the City Council adopt a Resolution authorizing advertisement of two Planning Commission seats for two-year terms expiring February 27, 2025, and directing staff to bring back a Resolution at the November 2026 meeting for consideration to change the two current 2-year term seats to 4-year terms in February 2027 to allow for 3 seats to expire in 2029 and 2 seats to expire in 2031.

Attachments

1. Proposed Resolution

RESOLUTION NO. XX-24

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OAKLEY AUTHORIZING ADVERTISEMENT OF TWO PLANNING COMMISSION SEATS FOR TWO-YEAR TERMS EXPIRING FEBRUARY 27, 2025, AND DIRECTING STAFF TO BRING BACK A RESOLUTION AT THE FIRST MEETING IN NOVEMBER 2026 FOR CONSIDERATION TO CHANGE THE TWO CURRENT TWO-YEAR TERM SEATS TO FOUR-YEAR TERMS IN FEBRUARY 2027 TO ALLOW FOR THREE SEATS TO EXPIRE IN 2029 AND TWO SEATS TO EXPIRE IN 2031

BE IT RESOLVED that this Resolution authorizes advertisement of two Planning Commission seats for two-year terms expiring February 27, 2025, and directing staff to bring back a Resolution at the November 2026 meeting for consideration to change the two current two-year term seats to four-year terms in February 2027 to allow for three seats to expire in 2029 and two seats to expire in 2031.

PASSED AND ADOPTED by the City Council of the City of Oakley this 12th day of November, 2024 by the following vote:

AYES:
NOES:
ABSTENTION:
ABSENT:

APPROVED:

_____
Anissa Williams, Mayor

ATTEST:

_____
Libby Vreonis, City Clerk

DATE: _____

OAKLEY
CALIFORNIA

Law Enforcement Records and Support Personnel Appreciation Day
November 14, 2024

WHEREAS, the City Council of the City of Oakley appreciates the valuable contributions of our employees to the community; and

WHEREAS, the City Council wishes to specifically recognize and commend Police Records Assistants and Police Service Assistants for their outstanding dedication, hard work, and team effort in their roles as police support personnel; and

WHEREAS, the Oakley Police Support professionals consistently demonstrate exemplary service to community members, as well as other local, state and country-wide law enforcement agencies; and

WHEREAS, also demonstrated is excellent attention to detail with quality control, inventory, disposition of evidence and effective communication with the court community that is crucial to the successful completion of criminal cases; and

WHEREAS, dedication to the accuracy and efficient processing of police reports, property and evidence, and miscellaneous field services tasks which provide staff with assistance in the areas of data entry, filing, and report releases, along with positive and energetic attitudes make for a productive and pleasant workplace, as well as serving as a force multiplier for the Oakley Police Department; and

WHEREAS, it is important to recognize the records and support personnel for their valuable contributions to the Oakley Police Department.

NOW, THEREFORE, BE IT PROCLAIMED that I, Anissa Williams, on behalf of the Oakley City Council, do hereby proclaim November 14, 2024 as LAW ENFORCEMENT RECORDS AND SUPPORT PERSONNEL DAY in the City of Oakley, and extend our gratitude to the Oakley Police Department Records staff and support personnel for their dedicated service to our community, their diligence, and their commitment to keeping our City and citizens safe.

_____
Anissa Williams, Mayor

OAKLEY
CALIFORNIA

Proclamation

GIS Professionals Day

WHEREAS, the City of Oakley recognizes that an understanding, use and application of geospatial technology is crucial to operating our infrastructure, sustaining our natural resources, and stimulating economic growth, thus, benefitting the welfare of the general public; and

WHEREAS, geographic information systems (GIS) technology allows us to see and model complex relationships and patterns to more intelligently respond; and

WHEREAS, there is a need to promote GIS awareness, education and technical training to use this rapidly developing technology to its full potential; and

WHEREAS, the City of Oakley acknowledges those that have chosen GIS as their profession or as part of their discipline to improve the lives of our citizens; and

WHERAS, to recognize and support the efforts of nonprofits who work on activities to improve conservation, human services, and various humanitarian efforts to better our world; and

WHEREAS, having a day of GIS activities open to students, citizens, and government leaders will help promote STEM education and inspire others to a higher calling to use technology for good; and

WHEREAS, the City of Oakley is committed to utilizing GIS to inform decision making and better serve its residents and make useful geographic information open and easily available to the public, as a platform for innovation;

NOW THEREFORE, BE IT RESOLVED THAT, I, Anissa Williams, Mayor of the City of Oakley, along with the members of the Oakley City Council recognize November 20, 2024 as GIS Day throughout the City of Oakley.

November 12, 2024

_____

Anissa Williams, Mayor

OAKLEY
CALIFORNIA

SMALL BUSINESS SATURDAY

WHEREAS, the City of Oakley celebrates our local small businesses and the contributions they make to our local economy and community; and

WHEREAS, according to the United States Small Business Administration, there are 34.7 million small businesses in the United States, small businesses represent 99.7% of firms with paid employees, small businesses are responsible for 61.1% of net new jobs created since 1995, and small businesses employ 45.9% of the employees in the private sector in the United States, and

WHEREAS, 68 cents of every dollar spent at a small business in the U.S. stays in the local community and every dollar spent at small businesses creates an additional 48 cents in local business activity as a result of employees and local businesses purchasing local goods and services; and

WHEREAS, 59% of U.S. consumers aware of Small Business Saturday shopped or ate at a small, independently owned retailer or restaurant on Small Business Saturday 2023; and

WHEREAS, the City of Oakley supports our local businesses that create jobs, boost our local economy, and preserve our communities; and

WHEREAS, advocacy groups, as well as public and private organizations, across the country have endorsed the Saturday after Thanksgiving as Small Business Saturday.

NOW, THEREFORE, **BE IT RESOLVED** that I, Anissa Williams Mayor of the City of Oakley along with the members of the Oakley City Council do hereby proclaim, November 30, 2024, as

SMALL BUSINESS SATURDAY

And urge the residents of our community, and communities across the country, to support small businesses and merchants on Small Business Saturday – celebrating its 15th year in 2024 – and Shop Small throughout the year.

DATED: November 12, 2024

_____
Anissa Williams, Mayor

Business Name	Primary Contact Email Address	Primary Address Phone #	Full Primary Address	Active Licenses
GROWTH MINDSET COLLECTIVE LLC	GROWTHMINDSETCOLLECTIVE925@GMAIL.COM	(925) 262-6315	1740 PECAN CT OAKLEY CA 94561-1612	HOME BASED BUSINESS LICENSE
H20 INVESTMENT, INC	BLUEFINBRENTWOOD@GMAIL.COM	(209) 401-8339	2085 MAIN ST OAKLEY CA 94561	BUSINESS LICENSE
OJALA FAMILY PET CARE	OJALAFAMILYPETCARE@GMAIL.COM	(925) 783-1745	98 BIG BREAK RD OAKLEY CA 94561	BUSINESS LICENSE
PROPAC CONSTRUCTION		(925) 223-7304	3792 FRANK HENGEL WAY OAKLEY CA 94561	HOME BASED BUSINESS LICENSE
STAND UP AGAINST VIOLENCE CORPORATION	STANDUPAGAINSTVIOLENCE717@GMAIL.COM	(510) 630-0979	30 PUFFIN CIR W OAKLEY CA 94561	HOME BASED BUSINESS LICENSE
VITATALAMANTES		(925) 752-4416	3663 MAIN ST OAKLEY CA 94561-5781	BUSINESS LICENSE
WEST COAST GLAZING ENTERPRISE CO CORPORATION	PRADORAFAEL89@GMAIL.COM	(707) 731-3490	920 CHIANTI WAY OAKLEY CA 94561-2334	HOME BASED BUSINESS LICENSE
7				

Monthly Update as of
11/5/2024

CONTACT INFORMATION & STAFFING

Contact Information:

- Reina Banuelos, Onsite Regional Property Manager: rbanuelos@winnco.com
- Bill Hinton, Onsite Regional Maintenance Manager: whinton@winnco.com
- The Oaks email: oakmeadows@winnco.com
- Telephone Number: 925-625-1300

Onsite Staffing:

- Leasing & Administration: Onsite Regional Property Manager, Assistant Manager, Staff Accountant, Social Services Coordinator & three Occupancy Specialists
- Maintenance: Onsite Regional Maintenance Manager, six full-time Maintenance Technicians

RESIDENT SERVICES



ENRICHMENT & EMPOWERMENT 2024 PROJECTED SERVICE HOURS: 1089+ HOURS

*THESE HOURS DO NOT INCLUDE SPECIAL EVENTS OR FOOD STABILITY PROGRAMS

January

8 hr. Adult Classes
1 hr. Community event
45 hr. Youth program
10 hr. flex time
24 hr. Office time
88 total hours

February

8 hr. Adult Classes
2 hr. Community event
45 hr. Youth program
3 hr. social services
10 hr. flex time
26 hr. Office time
94 total hours

March

8 hr. Adult Classes
4 hr. Community event
45 hr. Youth program
3 hr. social services
10 hr. flex time
24 hr. Office time
94 Total hours

April

8 hr. Adult Classes
1 hr. Community event
45 hr. Youth program
10 hr. flex time
26 hr. Office time
90 Total hours

May

8 hr. Adult Classes
45 hr. Youth program
3 hr. social services
10 hr. flex time
24 hr. office time
90 Total hours

June

8 hr. Adult Classes
45 hr. Youth program
3 hr. social services
10 hr. Flex time
24 hr. Office time
90 Total hours

July

8 hr. Adult Classes
1 hr. Community event
45 hr. Youth program
10 hr. Flex time
26 hr. Office time
90 Total hours

August

8 hr. Adult Classes
2 hr. Community event
45 hr. Youth program
3 hr. social services
10 hr. Flex time
24 hr. office time
92 Total hours

September

8 hr. Adult Classes
45 hr. Youth program
3 hr. social services
10 hr. Flex time
24 hr. Office time
90 Total hours

October

8 hr. Adult Classes
2 hr. Community event
45 hr. Youth program
10 hr. Flex time
26 hr. Office time
91 Total hours

November

8 hr. Adult Classes
2 hr. Community event
45 hr. Youth program
3 hr. social services
5 hr. Flex time
28 hr. office time
91 Total hours

December

8 hr. Adult Classes
2 hr. Community event
45 hr. Youth program
10 hr. Flex time
24 hr. office time
89 Total hours

Annual Totals: 1,089 hours

Explanation of Staff Choice Flex workdays:

Staff workdays are flex days. Each month offers two flex days. Site staff can choose to schedule other events/activities on these days.
They can also catch up on marketing, shopping for supplies, do office work.

Explanation of office time:

Staff is allocated office time from 12:30-2:30 on many days. Office time is used for making phone calls, doing outreach, providing one on one assistance to residents that is not a normally scheduled time on the calendar, sending emails, ordering supplies, printing materials, marketing, handing out fliers and calendars. Organizing binders. Preparing for the class or event of the day.

Availability of staff:

Designated resident services personnel shall have availability to work on site from 12:30-5:30 Mon - Fri. For additional on demand needs for time sensitive issues residents may be facing office staff is available from 9:00-11:30 Mon – Thurs to provide individualized one on one quick service referral support. With 9+ sessions averaging 15 mins each total to 2.25+ hours each month.

96 hours of adult education and skill building classes

17+ hours of whole life wellness and community building events

540 hours of youth programing

415 hours of service time in the office and to the community

21 hours of one-on-one social services health/wellness/life skills/financial meeting appointments for individualized supportive counseling.

27+ hours minimum of whole life wellness individualized support. Provided on demand via walk/call in during office time. To serve the resident's time sensitive critical needs.

24 hours approximately of unlisted additional health and whole life wellness and financial services and social events programs, tax preparation, workshops, fairs, annual medical renewal counseling, fraud prevention, food bank services as well as guest visits from local social service organizations that come to provide health or wellness group activities, counseling and support services at the site are in addition to these hour counts. These events are added throughout the year and average to about 4 hours per month.

* **Food Stability** hours are not listed. These hours are not on the master calendar because the programs vary. Please see flyers for hours.

September 2024 Calendar

RESIDENT SERVICES PORTAL

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
	2 CLOSED Labor Day	3	4	5 **12:30 Online class training, financial/wellness resources.** 2:30-5:30 Youth Program	6	7
8	9 2:30-5:30 Youth Program	10 2:30-5:30 Youth Program	11 2:30-5:30 Youth Program	12 **12:30 Life wellness Employment Development.** 2:30-5:30 Youth Program	13 2:30-5:30 Youth Program	14
15	16 2:30-5:30 Youth Program	17 2:30-5:30 Youth Program	18 2:30-5:30 Youth Program	19 **12:30 Save money thru Healthy Living.** 2:30-5:30 Youth Program	20	21
22	23 2:30-5:30 Youth Program	24 **2:30-5:30 Social Work meetings by appointment**	25 2:30-5:30 Youth Program	26 **12:30 Financial wellness matters.** 2:30-5:30 Youth Program	27 2:30-5:30 Youth Program	28
29	30 2:30-5:30 Youth Program					

October 2024  Calendar

RESIDENT SERVICES PORTAL

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
		1	2 2:30-5:30 Youth Program	3 **12:30 Online class training, financial/wellness resources.** 2:30-5:30 Youth Program	4 2:30-5:30 Youth Program	5
6	7 2:30-5:30 Youth Program	8 2:30-5:30 Youth Program	9 2:30-5:30 Youth Program	10 **12:30 Life wellness Employment Development.** 2:30-5:30 Youth Program	11	12
13	14 CLOSED Columbus Day	15	16 2:30-5:30 Youth Program	17 **10:17 GREAT SHAKE OUT** **12:30 Save money thru Healthy Living.** 2:30-5:30 Youth Program	18 2:30-5:30 Youth Program	19
20	21 2:30-5:30 Youth Program	22 **4:00-5:00 Community Watch Meeting**	23 2:30-5:30 Youth Program	24 **12:30 Financial wellness matters.** 2:30-5:30 Youth Program	25	26
27	28 2:30-5:30 Youth Program	29	30 2:30-5:30 Youth Program	31 2:30-5:30 Youth Program **3:00-5:00 FALL FESTIVAL EVENT**		

November 2024  Calendar

RESIDENT SERVICES PORTAL

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
					1 2:30-5:30 Youth Program	2
3	4 2:30-5:30 Youth Program	5 2:30-5:30 Youth Program	6 2:30-5:30 Youth Program 5-6 Panera	7 **12:30 Online class training, financial/wellness resources.** 2:30-5:30 Youth Program	8 2:30-5:30 Youth Program	9
10	11 2:30-5:30 Youth Program	12 2:30-5:30 Youth Program 2-3 CCC Food bank	13 2:30-5:30 Youth Program 10-11 SR food bank	14 **12:30 Life wellness Employment Development.** 2:30-5:30 Youth Program	15 2:30-5:30 Youth Program	16
17	18 2:30-5:30 Youth Program	19 2:30-5:30 Youth Program	20 2:30-5:30 Youth Program	21 **12:30 Save money thru Healthy Living.** **12:30 Financial wellness** 2:30-5:30 Youth Program	22 **3:00-5:00 THANKSGIVING EVENT**	23
24	25	26 **2:30-5:30 Social Work meetings by appointment** **2-3 CCC food bank**	27 10-11 SR food bank 5-6 Panera bread	28 CLOSED Thanksgiving Day	29	30

December 2024 Calendar

RESIDENT SERVICES PORTAL

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
	2 2:30-5:30 Youth Program	3 2:30-5:30 Youth Program	4 2:30-5:30 Youth Program 5-6 Panera bread	5 **12:30 Online class training, financial/wellness resources.** 2:30-5:30 Youth Program	6 2:30-5:30 Youth Program	7
8	9 2:30-5:30 Youth Program	10 2:30-5:30 Youth Program 2-3 pm CCC food bank	11 10-11 Sr food bank 2:30-5:30 Youth Program 5-6 Panera bread	12 **12:30 Life wellness Employment Development.** 2:30-5:30 Youth Program	13 2:30-5:30 Youth Program	14
15	16 2:30-5:30 Youth Program Resident appreciation week	17 2:30-5:30 Youth Program Resident appreciation week	18 2:30-5:30 Youth Program 5-6 Panera bread Resident appreciation week	19 **12:30 Save money thru Healthy Living.** **12:30 Financial wellness** 2:30-5:30 Youth Program Resident appreciation week	20 2:30-5:30 Youth Program Resident appreciation week	21
22	23	24	25 Christmas Day CLOSED	26	27	28
29	30	31 New Years Eve				

THE OAKS

The Great Shake Out Earthquake Prep



Join millions of people worldwide in practicing "Drop, Cover & hold on" earthquake drill & safety actions!







Stop by the office to receive an earthquake preparedness packet & to-go bag sample.





When: Thursday, October 17th
Time: 9-5pm
Where: leasing office



TTY 711

The Oaks Community Meeting

Join your neighbors and friendly staff at our Resident Community Meeting.

When: Tuesday, October 22nd
Where: Bld 73 Community Rm
Time: 4:00 - 5:00pm




THE OAKS
The Oaks Coffee Day
Please Join us for a Morning Coffee Bar.
Tuesday, October 1st
8:30am - 10:30am
Leasing Office
TTY 711

Sacred Hands
Senior Activity Day

THE OAKS

Join your community coordinator, Janelle and Sacred Hands representative Henryetta for a fun filled hour of games and range of motion activities to strengthen the Mind & Body!





When: Friday October 11th
Where: Building 73 Comm. Room
Time: 11:00 - 12:00pm

TTY 711

October


Healthy Living
Save money through healthy living!
Free health class for all residents.
This Month's Topic:
Benefits of Following an Alkaline Diet.
Yes being healthy is AFFORDABLE!
When: 3rd Thursday at 12:30 pm
We will meet in the community room. Handouts are available to those who do not wish to attend in person classes.
TTY 711
RESIDENT SERVICES PORTAL



THE OAKS





Join your community coordinator, Janelle & Carlos from Center of elder Independence for a fun filled hour of Bingo!

When: Thursday October 24th
Where: 73 Community room
Time: 4-5pm

PLAY

Raffle

Drinks & Snacks



TTY 711


THE OAKS
THE OAKS
3RD ANNUAL
TRUNK
OR
TREAT
& DOGGIE
PARADE
R.I.P.
Thursday, October 31st
Between buildings 59 & 69
5-6pm Doggie parade
6-8pm Candy
TTY 711

October

DETAILS

Date:
3rd Thursday of the month

Time:
12:30pm

Location:
The Community Room



FREE TV
How to stop paying for cable!



How to Save Money on Cable

Eleven ways to cut the cable cord!

Everyone has different wants when it comes to the television they watch.

But most are over paying to watch TV.

This class will offer you 11 ways you can potentially reduce your cable bill or if you're brave enough get rid of it all together.

Did you know there are ways to watch television absolutely FREE!

TTY 711

No need to pay huge cable bills every month.

62 households served

FREE

Fruits & Veggies!



We have partnered with the Contra Costa Food Bank to give away Free Fruits & Veggies!

When: Second & Fourth Tuesday of each month.
Time: 2:00 p.m.
Location: In Front of Building 53 – Masks Required

nutrition 4 health

FOOD BANK of Contra Costa & Solano

RESIDENT SERVICES PORTAL

TTY 711

"This institution is an equal opportunity provider and employer"

36 households served

SENIOR FOOD BANK

Fruits & Veggies!



We have partnered with the Contra Costa Food Bank to give away Free Fruits & Veggies!

When: Second & Fourth Wednesday of each month.

Time: 10:00-11:00 a.m.

Location: Near Building 59

nutrition 4 health

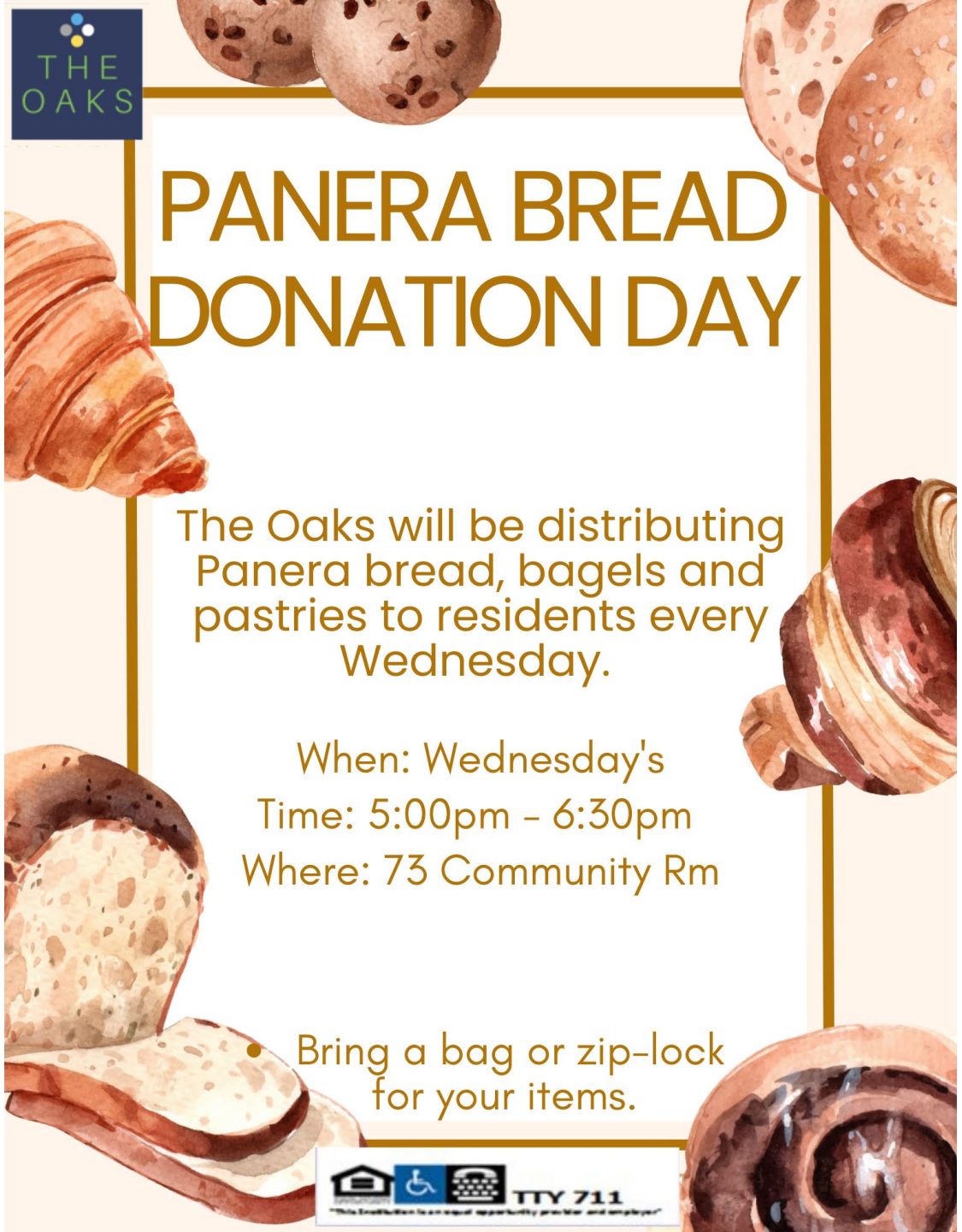
FOOD BANK of Contra Costa & Solano

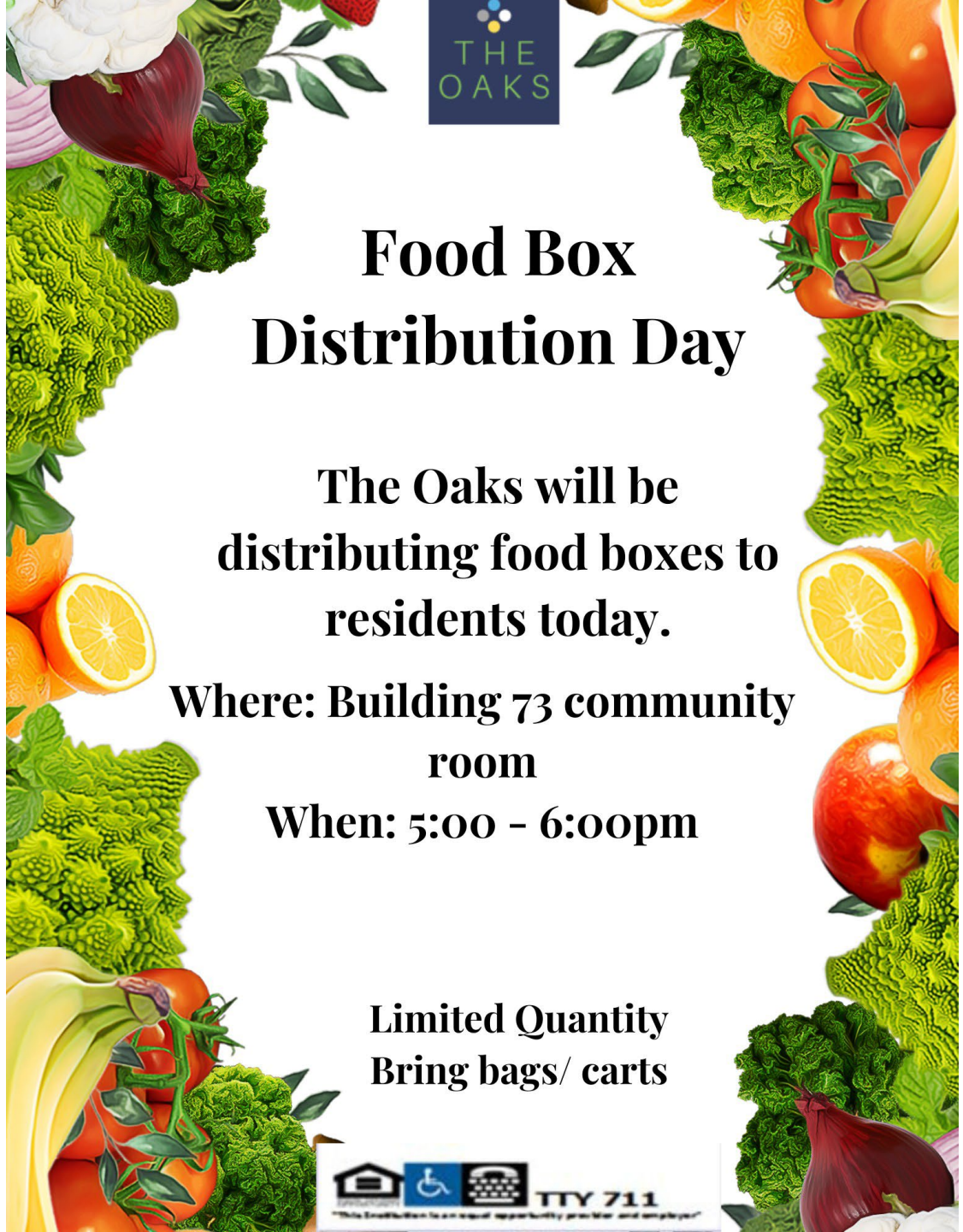
RESIDENT SERVICES PORTAL

TTY 711

"This Institution is an equal opportunity provider and employer"

103 households served




THE OAKS
Food Box Distribution Day
The Oaks will be distributing food boxes to residents today.
Where: Building 73 community room
When: 5:00 - 6:00pm
Limited Quantity
Bring bags/ carts
TTY 711

October

Community Meeting

DETAILS:

When

Fourth Tuesday of:

- January
- April
- July
- October

Where

In the Community Room.

*Masks are required. To follow social distancing protocol, we will only meet at 50% room capacity. First come first serve on attendance.

Time

4:00-5:00 pm



Get involved!

Become a positive contributing citizen.

Join Police or Fire Dept or Other Safety Advisory Organization, your neighbors, and friendly staff at our Neighborhood watch & Tenant Council Community meeting.

We will discuss topics that concern our community and safety as well as plan resident sponsored community events.

We encourage you to come be an involved and positive part of this community.

RESIDENT SERVICES PORTAL

TTY 711

79 kids served in Aug

41 kids served in Sep

42 kids served in Oct



27 individuals received one on one service in Aug.

10 individuals received one on one service so far in Sept.

30 individuals received one on one service in Oct.

A Social Service Worker Is Onsite Ready To Assist You

Did you know help is only a phone call away?



**** You can call our Resident Service program leader and get help, get referrals, connect to social services and government assistance programs, get counseling services or assistance with a general need.**



Onsite Resident Services Program Leader Name:	
Phone Number:	
Email:	
By appointment meeting hours are as follows:	We offer nine 20 min appointments between 2:30 to 5:30 pm on the 4th Tuesday of the following months…. February 22nd March 22nd May 24th June 28th August 23rd September 27th November 29th

TTY 711

RESIDENT SERVICES PORTAL

THE OAKS

PACE Healthcare Event





Are you a Senior, 55+ Living at home? A Pace healthcare representative from CEI (Center of Elders Independence) will be on site to offer residents information on how their medical benefits can improve their everyday life.

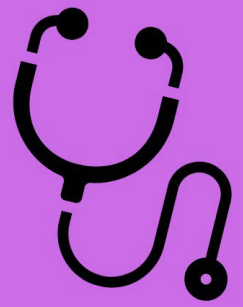




When: Thursday September 12th
Where: 73 Community room
Time: 12:30 -1:30pm







COMMUNICATION



EMAIL BLASTS TO RESIDENTS

EMAIL BLASTS ARE FREQUENTLY SENT OUT AS REMINDERS OR AS UPDATES AS ANOTHER WAY OF COMMUNICATION WITH RESIDENTS.

Janelle Finklea Property Staff — August 13, 2024 9:17 AM

Good Morning, The Oaks Residents,

We have noticed the appearance of grocery/ shopping carts on the property has increased and we would like to remind residents that all grocery/shopping carts cannot be left in hallways or common areas.

- Please park all shopping carts outside the building, near the trash rooms/area.

The Oaks Management

Janelle Finklea Property Staff

Hello The Oaks Residents,

Managment would like to send a friendly reminder regarding patios and balconies.

Per section 11 of your lease **" Balconies and patios shall be kept neat and clean at all times. No rugs, towels, laundry, clothing, appliances or other items shall be stored, hung or draped on railings or other portions of balconies or patios. Residents shall be mindful that their use of patios or balconies does not cause any hazards or damage of any kind or contribute to unsightly appearances on the exterior of the dwelling. No misuse of the space is permitted, including but not limited to, throwing, spilling or pouring liquids or other items, weather intentionally or negligently over balconies or patios."**

Residents who are found in violation of the above statement will be receiving a lease violation.

Thank you for your corporation,

The Oaks Management

Janelle Finklea Property Staff — August 8, 2024 1:01 PM

Hello The Oaks Residents,

The Oaks office wanted to inform residents that we have at home covid-19 testing kits available for residents.

Please stop by the office any day Monday - Friday from 8:30 - 4;30pm to pick up an at home test.

- **Max 2 at home test per household**

Thank you,

The Oaks Managment

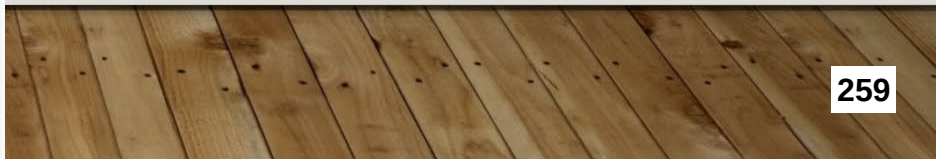
Janelle Finklea Property Staff — August 12, 2024 9:21 AM

Good Morning The Oaks Residents,

As you know, The Oaks Apartments are a non-smoking property. Residents are not allowed to smoke in their unit nor on their balconies. The purpose of this document is to inform The Oaks's residents about our non-smoking policy. Residents suspected of violating our policy will be given a smoking violation.

Please consider this notice as a warning that such activity is not acceptable and is a violation of your lease agreement. Further violations could result in the commencement of legal action for your eviction.

The Oaks Management



NOTICES DELIVERED TO RESIDENTS

PAPER NOTICES ARE ALSO DELIVERED TO RESIDENTS FOR INFORMATIONAL PURPOSES & REMINDERS

Janelle Finklea Property Staff — August 27, 2024 5:31 PM

Hello The Oaks Residents,

The oaks would like to inform residents that our trash compactor was broken. It has been repaired and trash will be pick up tomorrow morning as scheduled.

We apologize for any inconvenience this may have caused,

The Oaks Managment

Janelle Finklea Property Staff — September 3, 2024 9:32 AM

Dear Oaks Residents,

Today is the 3rd of the month and we would like to remind residents that all rent is due by the 1st of the month. The last day that a resident may submit rent without incurring a late fee is the 5th of each month.

Please stop by the office or pay online at active building to make your rent payment.

The Oaks Managment

Janelle Finklea Property Staff — September 5, 2024 4:02 PM

Hello The Oaks Residents!

Today is The day!

We are excited to announce that The Oaks is launching A Tenants Community Group!

We're looking for volunteer residents who want to promote resident participation in the community and improve the quality of life here at The Oaks. Members of TCG (Tenant Community Group) will activity work with the management team to assist in suggesting solutions on social issues like: Community needs, safety, resident lead events and more.

Stop by building 53 community room on Today, September 5th at 5:30 to learn more about The Oaks Tenant Community Group!

The Oaks Managment

PROPERTY OPERATIONS

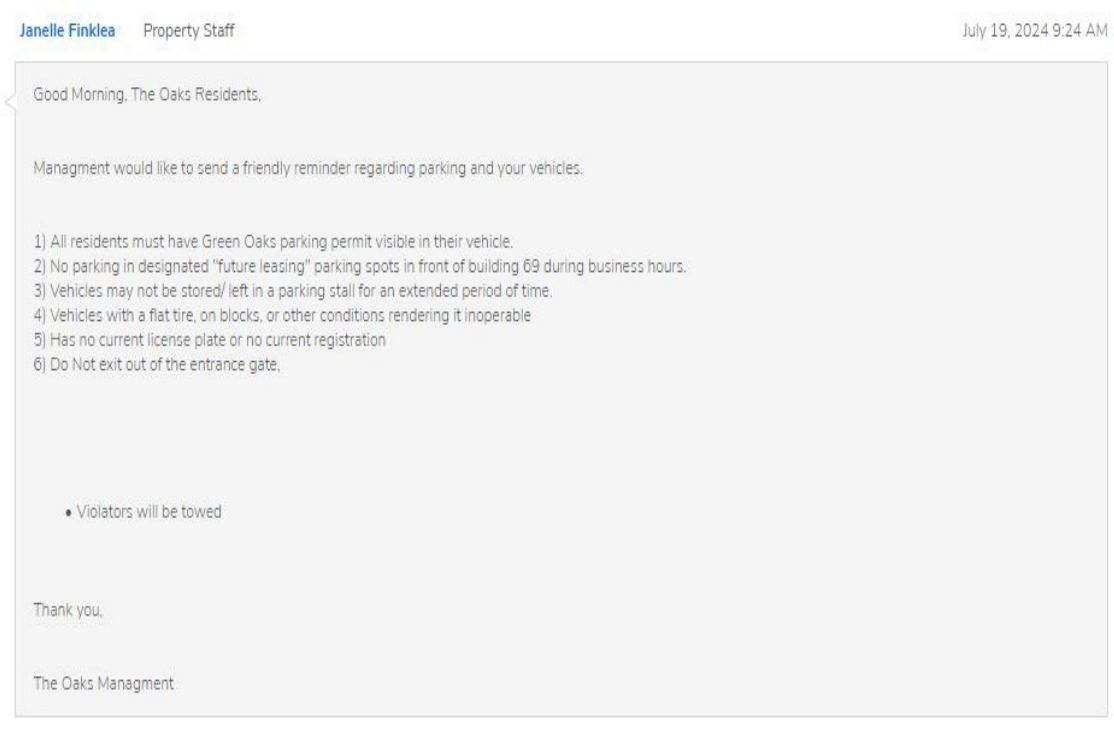


PARKING MANAGEMENT

ALL CARS MUST BE ROADWORTHY AND HAVE PROPER REGISTRATION OR ARE SUBJECT TO TOWING.

	August	Sept	Oct
Tagged	9	6	40
Towed	4	3	6

A SAMPLE OF BLASTS SENT OUT TO REMIND RESIDENTS ABOUT AUTHORIZED VEHICLE PARKING RULES:



Janelle Finklea Property Staff July 19, 2024 9:24 AM

Good Morning, The Oaks Residents,

Managment would like to send a friendly reminder regarding parking and your vehicles.

1) All residents must have Green Oaks parking permit visible in their vehicle.
2) No parking in designated "future leasing" parking spots in front of building 69 during business hours.
3) Vehicles may not be stored/ left in a parking stall for an extended period of time.
4) Vehicles with a flat tire, on blocks, or other conditions rendering it inoperable
5) Has no current license plate or no current registration
6) Do Not exit out of the entrance gate,

- Violators will be towed

Thank you,

The Oaks Managment

Evictions & Good Cause

Owners of LIHTC properties must have documented *good cause* to evict tenants.

- The good cause requirement provides a protection to ensure tenants can remain in their homes.
- California requires all LIHTC properties to have a good cause lease rider and provide all tenants with a letter informing them of their rights.
- In California, having a ***just cause*** is a requirement for removing or evicting a tenant who has continuously occupied a rental unit for at least 12 months.
- There are two types of just cause evictions—at-fault just cause evictions and no-fault just cause evictions. In simple terms, when a tenancy is terminated based on the fault of a tenant this is considered an at-fault eviction. This would be the case if, for example, a tenant does not pay the agreed-upon rent timely. No-fault just cause evictions, on the other hand, are when the property owner or landlord want to evict a tenant at no fault of the tenant, for example, when the property owner or landlord wants to move into the property. In this article, we are focusing on at-fault just cause evictions.
- California At-Fault Just Cause Evictions include the following allowable causes:

  Failure to pay rent.

  Criminal activity occurring on the rental property or use of rental property for illegal purposes. It must be proven that a crime has occurred.

  A serious or repeated breach of a significant provision or material term of the lease agreement. Evidence of the infraction tying the violation to the tenant will be required in court.

  Subletting or subleasing in violation of the signed lease. The landlord must be able to prove in court this has occurred.

VIOLATIONS

WHEN RESIDENTS, OR THEIR GUESTS, VIOLATE COMMUNITY RULES OR THE TERMS OF THE LEASE, A RESIDENT IS SUBJECT TO A LEASE VIOLATION NOTICE WHICH COULD LEAD TO EVICTION.

SINCE AUGUST, 51 LEASE VIOLATION NOTICES HAVE BEEN SERVED UPON RESIDENTS.

EMAIL BLASTS & PAPER NOTICES ARE ALSO USED TO REINFORCE THE LEASE AND COMMUNITY POLICIES.

Dear Resident,

We have received concerns of excessive noise in your apartment. Your neighbors were disturbed by loud music and video games after 10pm on multiple occasions this past weekend 9/7 - 9/8.

Security has investigated these complaints and acted when appropriate. We are reminding your neighbor that everyone tries to be considerate of their neighbors, but because they live in an apartment building, noise during the daytime is to be expected and is not a lease violation. However, excessive noise any time, even during the day is a lease violation. Between 10 pm and 7 am, music and other noises that disturb your neighbors are a lease violation.

Please refer to Section F (2) & (12) of the Occupancy Agreement you signed that states: **"Resident agrees to live in a peaceful way respecting the rights of other residents to comfort, safety, privacy, security, and peaceful enjoyment and to refrain from all acts which would interfere with such rights." And "Resident agrees not to create or allow to be created by Resident, members of Resident's household, relatives, guests, invitees or agents, any disruptive, noisy or otherwise offensive use of the Apartment; not to commit any disturbance or nuisance, private or public; not to obstruct free use or access of common areas."**

We expect that you will make every effort to keep all noise at a reasonable level. If you would like to discuss this matter, please call the management office to schedule a time to meet with us.
We thank you for your cooperation.

Dear Resident,

As you know, The Oaks Apartments are a non-smoking property. Residents are not allowed to smoke in their unit, on their balconies or within 25ft of the buildings. The purpose of this form is to document suspected violations of The Oaks's non-smoking policy. Residents suspected of violating our policy will be given a copy of this form.

The following conditions have been reported to the management office:

____**X**_____ Smoke coming into hallway or another tenant unit

_____ Smoking observed in building or on balcony

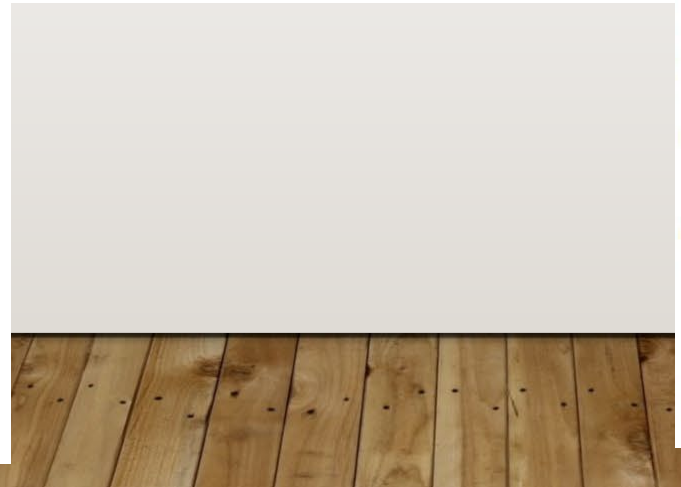
_____ Smoking observed within 25ft of buildings

_____ Evidence of smoking in unit (smell of smoke, butts, or ashtray)

_____ Other _____

The conditions above were observed on multiple occasions by neighbors and managen

Please consider this notice as a warning that such activity is not acceptable and is a vi your lease agreement. Further violations could result in the commencement of legal ac your eviction.



Dear Resident,

It has come to the attention of management that some tenants with dogs have not been diligent in cleaning up after their furry friends. We would like to remind all tenants with pets that it is your responsibility to clean up after your pets. The purpose of this form is to document suspected violations of The Oaks's animal policy. Residents suspected of violating our policy will be given a copy of this form.

According to the lease you signed, you agree: "You are responsible for immediately cleaning up any messes, waste, or soiling caused by your animal in or around dwelling unit."

If you need assistance complying with this request due to a documented disability, you have a right to request a reasonable accommodation and can contact The Community Coordinator Janelle Finklea for support.

We appreciate your cooperation in keeping The Oaks Apartments clean for all residents.

CUSTOMER SERVICE ENHANCEMENTS

- We continue to look to technology for opportunities & innovative ways to improve customer interaction and the existing communication platforms we have available to us. The enhancements will focus on:
  - Online leasing
  - Live portals for reporting maintenance concerns & other operational concerns after hours

MAINTENANCE HIGHLIGHTS



RECAP OF MAINTENANCE ACTIVITIES & PLANS FOR 2025

August, September, October

- Water main repairs buildings 65 & 67 (August)
- Stairwell flooring replacement in building 81 (September)
- Replacement of furniture in community rooms of buildings 53, 73, 69 (October & November)
- Main entry gate repairs (closing Tuesday, November 12)
- 5-year sprinkler testing and system repairs building 53 (October)
- Hydro-jetting of freshwater and waste lines on a rotating basis
- Boiler maintenance and servicing in building 53 (October)
- Dryer vent cleaning throughout all buildings (September and October)
- Elevator repairs building 53 (October)
- Unit inspections & repairs in buildings 49 & 51
- Stairwell carpet cleaning in buildings 49 & 51 (October)

2025

- Gutter cleaning, Deck inspections for compliance with SB-721, Unit inspections, Exterior building cleaning

CONSTRUCTION PROJECTS

We continue to work closely with various City departments on projects requiring permits.

A detailed, up to the minute update will be provided during the meeting.

SERVICE REQUESTS

August – October

- 395 service requests received
- 369 service requests completed

The efforts over the last months have *cleared* the old service requests

CURRENT SERVICE REQUESTS AS OF 11/5/2024

BLD	0 - 7 days	8 - 14 days	15 - 21 days	22 - 28 days	29 + days	Total
49	4	0	0	0	1	5
51	2	1	0	0	0	3
53	9	6	5	3	1	25
59	4	3	0	0	2	10
65	1	1	3	1	0	6
67	5	2	0	0	0	7
69	3	0	1	1	1	6
73	2	0	0	0	1	3
81	5	1	2	0	2	10
TOTAL	35	14	11	5	9	77