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, February 10, 2026
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.

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

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Please keep cell phones/electronic devices turned off during the meeting. Please be

advised that City Council meetings are video recorded and attendees may appear on video.

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

1. OPENING MATTERS
   Oakley City Council/Oakley City Council Acting as the Successor Agency to the Oakley Redevelopment Agency/Oakley Public Financing Authority

   1.1 Call to Order and Roll Call

   1.2 Pledge of Allegiance to the Flag (Liberty Walker, Gehringer Elementary School)

   1.3 Introduction of Lieutenant Dallas Collier (Paul Beard, Chief of Police)

   1.4 Recognizing Francesca Aujero for winning the Tri Delta Student Art Cover Contest

   1.5 State of the Contra Costa Community College District Presentation (Chancellor, Mojdeh Mehdizadeh and Los Medanos College President, Dr. Pamela Ralston)

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 Meeting held January 27, 2026 (Kim Snodgrass, City Clerk)
MInutes

4.2 Report out of Closed Session Memo from January 27, 2026 (Derek Cole, City Attorney)
Memo

4.3 City of Oakley Investment Report (2nd Quarter FY 2025/26) (Jeri Tejeda, Administrative Services Director)
Staff Report
1. City of Oakley Investment Report for the quarter ended December 31, 2025
FY2025 City Investment Worksheet..pdf

4.4 City of Oakley as Successor Agency to the Oakley Redevelopment Agency Quarterly Investment Report (2nd Quarter FY 2025/26) (Jeri Tejeda, Administrative Services Director)
Staff Report
1. City of Oakley as Successor Agency to the Redevelopment Agency Investment Report for the quarter ended December 31, 2025.

4.5 Adopt a Resolution Authorizing the City Manager to Execute Amended Lease Agreements for Single-Family Dwellings Located at 1821 Dutch Slough Road, 5890 Jersey Island Road and 5920 Jersey Island Road (Joshua McMurray, City Manager)
Staff Report
1. Aerial Photo
2. Draft Resolution
Ex A1. Proposed Lease Agreement-5890 Jersey Island Road
Addendum (5890 Jersey Island Road)
Notice of Change in Terms of Tenancy Instructions (5890 Jersey Island Road)
Ex A2. Proposed Lease Agreement - 1821 Dutch Slough
Addendum (1821 Dutch Slough)
Animal Terms and Conditions Addendum (1821 Dutch Slough)
Notice of Change in Terms of Tenancy Instructions (1821 Dutch Slough)
EX A3. Proposed Lease Agreement - 5920 Jersey Island Road
Addendum (5920 Jersey Island Road)
Animal Terms and Conditions Addendum (5920 Jersey Island Road)
Notice of Change in Terms of Tenancy Instructions (5920 Jersey Island Road)

5. PUBLIC HEARINGS

6. REGULAR CALENDAR

6.1 Adopt a Resolution Approving the Fiscal Year 2025/2026 Mid-Year Budget Review and Adopting its Recommendations for Revising the Fiscal Year Operating and Capital Budgets (Jeri Tejeda, Administrative Services Director)
Staff Report

1. Resolution-Mid Year
2. Mid-Year Budget Report
3. Resolution - Townsend
4. Townsend Contract

6.2 Adopt a Resolution Approving the First Amendment to the Design-Build Agreement with Woodland Construction Builders, Inc for the Design and Construction of the New Oakley Library and Community Center and Authorizing the City Manager to Execute the Amendment (Joshua McMurray, City Manager)

Staff Report
1. Draft Resolution to Approve the First Amendment to the Design-Build Agreement with Exhibit B
EX B -First Amendment to the Design Build Agreement
2. City Council Staff Report dated September 23, 2025
3. Oakley Library and Community Center Spatial Program
4. Oakley Library and Community Center Concept Site Plan and Elevations

7. REPORTS

7.1 City Manager
(a) City Manager
(b) Business License Update
January New Business Licenses

7.2 Oakley City Council / Oakley City Council Acting as the Successor Agency to the Oakley Redevelopment Agency
(a) Reports from Council Liaisons to Regional Committees, Commissions and Boards AND Oakley City Council/Oakley City Council Acting as the Successor Agency to the Oakley Redevelopment Agency

(b) Requests for Future Agendas

8. WORK SESSIONS

8.1
Work Session to Discuss the Feasibility of Permitting Unhosted Stay Short-Term Rentals in the Downtown Specific Plan and an Update on SB 346 (Short-Term Rental Facilitator Act of 2025) (Ken Strelo, Community Development Director)

Staff Report
1. Notice of Work Session
2. Short-Term Rentals Ordinance (OMC chapter 5.15) - with mark ups

9. CLOSED SESSION

9.1 CONFERENCE WITH LEGAL COUNSEL—ANTICIPATED LITIGATION
Significant exposure to litigation pursuant to paragraph (2) of subdivision (d) of Section 54956.9: (One potential case based on November 3, 2025 letter from legal counsel for the Bay Area News Group to the City Attorney)

10. 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 AND SPECIAL MEETING OF THE OAKLEY PUBLIC FINANCING AUTHORITY HELD JANUARY 27, 2026

1. OPENING MATTERS

1.1 Call to Order and Roll Call

The meeting was called to order at 6:30pm.

Councilmember Fuller, Councilmember Shaw, Councilmember Williams, Vice Mayor Meadows, and Mayor Henderson were present.

1.2 Pledge of Allegiance to the Flag (Jonathan Nguyen, O'Hara Park Middle School)

Jonathan Nguyen led the Pledge of Allegiance to the Flag.

2. PUBLIC COMMENTS

Public comments were provided by River Orellana, Bud Chaddock, Doug Gamble and Michael Dupray.

Public comments were received by the following individuals and will be entered into the record: Juni, Daniel Trulove, Maleena Allen, Elijah Page, Zaire Jefferson, David Bonson, Brandon Herrera, David Virden, Alexandria Diaz, Kaylani Payne, Emiliano Martinez, Sofia Reyes-Shaffer, and several individuals who did not state their names.

3. COUNCILMEMBER COMMENTS

Comments were provided by Councilmembers Williams, Councilmember Shaw, and Councilmember Fuller

4. CONSENT CALENDAR

4.1 Approve Minutes from the Regular Meeting held January 13, 2026 (Kim Snodgrass, City Clerk)

4.2 Adopt a Resolution Updating the City of Oakley's Conflict of Interest Code Pursuant to the Political Reform Act (Kim Snodgrass, City Clerk)

4.3 Adopt a Resolution of the City Council of the City of Oakley to Request the Metropolitan Transportation Commission (MTC) for the Allocation of Fiscal Year (FY) 2026/27 Transportation Development Act (TDA) Article 3 Pedestrian/Bicycle Project Funding (Billilee Saengchalern, Public Works Director/City Engineer)

Councilmember Fuller pulled item 4.1 and 4.2

It was moved by Councilmember Williams and seconded by Councilmember Shaw to approve the remainder of the Consent Calendar. **AYES:** Fuller, Shaw, Williams, Meadows, Henderson **NOES:** None (5-0)

Item 4.1

Councilmember Fuller mentioned he will vote no.

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

Item 4.2

Councilmember Fuller mentioned he will vote no.

Councilmember Williams provided a question, City Manager Joshua McMurray responded.

It was moved by Vice Mayor Meadows and seconded by Councilmember Williams to approve item 4.2. **AYES:** Shaw, Williams, Meadows, Henderson **NOES:** Fuller (4-1)

5. PUBLIC HEARINGS

5.1 Waive the Second Reading and Adopt Ordinance No. 1-26 Adopting Editorial Corrections in relation to the 2025 California Building Codes which are adopted by Reference (Conrad Fromme, Chief Building Official)

Chief Building Official Conrad Fromme presented the report.

City Attorney Derek Cole mentioned we are required by law to adopt these codes.

Mayor Henderson opened the Public Hearing.

There were no public comments, so he closed the Public Hearing.

It was moved by Vice Mayor Meadows and seconded by Councilmember Shaw to waive the second reading and adopt the ordinance. **AYES:** Fuller, Shaw, Williams, Meadows, Henderson **NOES:** None (5-0)

6. REGULAR CALENDAR

6.1 Ironhouse Sanitary District - Freestanding Electronic Reader Board (SP 2025-03) (Evan Gorman, Associate Planner)

Associate Planner Evan Gorman presented the report.

Councilmember Fuller provided a comment.

It was moved by Councilmember Williams and seconded by Vice Mayor Meadows to adopt the resolution approving Ironhouse Sanitary District - Freestanding Electronic Reader Board. **AYES:** Fuller, Shaw, Williams, Meadows, Henderson **NOES:** None (5-0)

7. REPORTS

7.1 City Manager
(a) City Manager
(b) Annual Update

City Manager Joshua McMurray mentioned that the 2025 annual report is attached to the agenda and will be published on the City's website and in the upcoming Recreation Guide. He reported that the Library and Community Center project is moving forward and dates for community engagement sessions will be announced via social media next week. He also mentioned City Engineer, Kevin Rohani's last day will be February 6 and Billilee Saengchalern has been named his replacement.

Councilmember Fuller and Councilmember Williams provided comments.

7.2 Oakley City Council / Oakley City Council Acting as the Successor Agency to the Oakley Redevelopment Agency
(a) Reports from Council Liaisons to Regional Committees, Commissions and Boards AND Oakley City Council/Oakley City Council Acting as the Successor Agency to the Oakley Redevelopment Agency

Councilmember Shaw reported she attended a Cal Cities East Bay Board meeting call, a Crab Feed for County Supervisor Shanelle Scales-Preston, and had a next door meet and greet with residents. She participated in a meeting with the Mayor, City Manager and Tri-Delta Transit; attended a Policy Committee meeting; and represented Oakley at the Rock Church 9th Anniversary and building dedication.

Councilmember Williams reported she attended the Crab Feed for County Supervisor Shanelle Scales-Preston and a Policy Committee meeting.

Vice Mayor Meadows reported he attended an MCE Board of Directors meeting and a CCTA Board of Directors meeting.

Mayor Henderson reported he attended a Tri Delta Transit meeting and the League of California Cities Mayors and New Councilmembers Academy.

(b) Requests for Future Agendas

There were no requests for Future Agenda items.

8. WORK SESSION:

8.1 SB707 Discussion (Derek Cole, City Attorney)

City Attorney Derek Cole provided a presentation on SB 707.

Councilmembers Shaw, Williams, Fuller, and Vice Mayor Meadows asked questions, to which Mr. Cole responded.

There were no public comments.

Vice Mayor Meadows provided comments and expressed support for audio/visual meetings with cameras on, provided cameras can be turned off if necessary.

Councilmember Williams expressed support for audio/visual meetings with cameras on and noted she prefers the Zoom platform over Teams.

Councilmember Fuller expressed support for audio/visual meetings with cameras on.

Councilmember Shaw expressed support for audio/visual meetings but did not have a preference regarding cameras.

Mayor Henderson expressed support for audio/visual meetings with cameras on.

9. CLOSED SESSIONS

9.1 CONFERENCE WITH LEGAL COUNSEL—ANTICIPATED LITIGATION Significant exposure to litigation pursuant to paragraph (2) of subdivision (d) of Section 54956.9: (One potential case based on November 3, 2025, letter from legal counsel for the Bay Area News Group to the City Attorney)

Councilmember Henderson announced the Closed Session item and mentioned the meeting will adjourn after the Closed Session.

10. ADJOURN

There being no further business, the meeting was adjourned at 9:30pm.

Respectfully submitted,

Kim Snodgrass
City Clerk

MEMORANDUM

OAKLEY
CALIFORNIA

Date: January 28, 2026
To: Mayor and City Councilmembers
From: Derek P. Cole, City Attorney
Subject: Closed Session Report-Out Memo

For Consideration at the City Council Meeting of February 10, 2026

Background and Analysis

The City Council considered the following closed session item during its Regular meeting held January 27, 2026:

CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION

Significant exposure to litigation pursuant to paragraph (2) of subdivision (d) of Section 54956.9: (One potential case based on November 3, 2025 letter from legal counsel for the Bay Area News Group to the City Attorney)

On motion by Councilmember Williams, and second by Vice Mayor Meadows, the City Council directed: (1) the release of the City Manager's 2024 and 2025 performance evaluations, notwithstanding the Public Records Act exemption for personnel records, with limited redactions for protection of third-party rights; (2) to waive the attorney-client privilege and work-product protections for the investigative report that is the subject of the public-records request, except as to witness statements, and with redactions of the names and any identifying information that would disclose the identities of witnesses; and (3) to authorize Mayor Henderson and Councilmember Shaw to coordinate with the City Attorney to verify the authorized redactions and omissions are made as directed before release to the requesting party.

The City Council approved the motion by four-to-one vote. Ayes were Mayor Henderson, Vice Mayor Meadows, and Councilmembers Williams and Shaw. Councilmember Fuller voted No.

Fiscal Impact

None.

Recommendation

Receive and file this report.

Attachments

None

STAFF REPORT

OAKLEY
CALIFORNIA

DATE: February 10, 2026
TO: Joshua McMurray, City Manager
FROM: Jeri Tejeda, Administrative Service Director
SUBJECT: City of Oakley Quarterly Investment Report (2nd Quarter FY 25/26)

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.

The City invests in the bond market and utilizes a third party, PFM, to manage these investments. The bond market represents debt owed by a company or government to investors, different from the investment in the stock market which represents ownership in a corporation. The California Government Code prohibits public agencies from investing in the stock market, except for funds specifically designated as pension or OPEB funds. In addition, public agencies are limited to fixed-income bonds and investment instruments, in which the City lends money to governments (U.S. Treasury, municipal issuers, federal agencies such as Fannie Mae and Freddie Mac) or to corporations rated "A" or better, in exchange for semiannual interest payments and the return of the bond's par value at maturity.

The corporations and institutions in which the City currently holds investments can be found on pages 21 and 22 of the attached investment report. While volatility exists in the bond market, the volatility in the bond market is much less than what is experienced in the stock market.

Volatility in the City's portfolio is mitigated in a number of ways, including purchasing only from issuers with high credit quality, purchasing securities with maturities of 5 years or less, and maintaining a portfolio that is diversified by sector and issuer. Additionally, because bonds have a stated maturity date, when the investor is returned the par value of the investment, unlike investment in the equity market, volatility diminishes as a security gets closer to maturity.

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 December 31, 2025, attached shows a combined pool balance of $106,546,024.46. In the second quarter, the pool accrued interest earnings totaling $608,174.05, a decrease from $609,667.94 at the close of the previous quarter.

Our investments continue to yield interest at the purchase cost rate, averaging 3.56% for the quarter ending December 31, 2025, as detailed in the PFM investment report.

Staff Recommendation

Staff recommends the City Council accept the investment report for the 2nd Quarter of Fiscal Year 2025-2026.

Attachments

1. City of Oakley Investment Report for the quarter ended December 31, 2025
2. FY 2026 City Investment Worksheet

pfm asset management

City of Oakley

Investment Performance Review
For the Quarter Ended December 31, 2025

Client Management Team

Allison Kaune, Relationship Manager
Rachael Miller, Client Consultant

PFM Asset Management
A division of U.S. Bancorp Asset Management, Inc

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San Francisco, CA 94111-5411
415-393-7270

213 Market Street
Harrisburg, PA 17101-2141
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Market Summary

Summary

- The U.S. government shutdown halted the collection of key economic indicators, requiring the Federal Reserve (Fed) and the market to rely on survey-based anecdotal evidence and private data reports.
- The labor market continued to soften and the unemployment rate edged higher. Core inflation moved lower but remained above the Fed's 2% target. Gaps in data collection due to the government shutdown likely distorted the official data, though other available private sector data pointed to a slowdown in economic momentum.
- The Fed delivered two additional 25 basis point (bps) rate cuts in the quarter, lowering the federal funds target range to 3.50% to 3.75%. The median forecast from the Fed's December "dot plot" showed an additional 25 bps rate cut in both 2026 and 2027, but the wide dispersion in underlying projections underscores growing differences of opinion. Policymakers have acknowledged ongoing challenges to achieving their dual mandate of maximum employment and stable prices.

Economic Snapshot

- U.S. inflation decelerated modestly during the fourth quarter, though data collection issues and technical adjustments caused by the government shutdown may have biased the data lower. Headline CPI fell to 2.7% year-over-year and core CPI (ex food and energy) fell to 2.6% year-over-year. Fed Chair Powell noted inflation excluding tariffs is near 2%, suggesting the Fed is looking through these effects.
- Labor markets continued to cool as net new job creation neared zero and the unemployment rate reached 4.5% in November before falling to 4.4% in December. However, layoffs remained low, suggesting employers are maintaining their "no hire, no fire" approach.
- The first estimate of third quarter real gross domestic product (GDP) showed the economy grew at an annualized pace of 4.3%, the fastest in two years. Growth was driven by strong consumer and business spending and steadier trade dynamics. While the data was from the third quarter, it showed the economy was on solid footing heading into the government shutdown.

Interest Rates

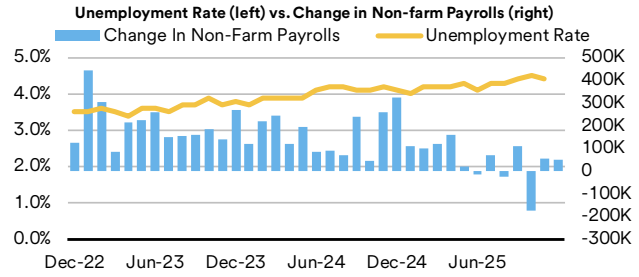
- The U.S. Treasury yield curve steepened further in Q4, led by a decline in short-term yields. Maturities less than six months fell 30-50 basis points as a result of Fed policy.
- The 3-month U.S. Treasury ended the quarter at 3.63%, 31 bps lower. The 2-year Treasuries fell by 14 bps to 3.47%, and the 5-year fell by 2 bps to 3.73%. The 10- and 30-year U.S. Treasury increased by 2 and 11bps to 4.17% and 4.84%, respectively. Bond volatility has continued to fall significantly from April highs and has now reached the lowest levels in four years.
- Bond indexes generated positive total returns for the quarter. The ICE BofA 3-month, 2-year, 5-year, and 10-year U.S. Treasury indexes returned 0.97%, 1.09%, 0.93%, and 0.83% for the quarter, respectively.
- Calendar-year returns for longer-duration indices, except for the 30-year, outperformed shorter-duration indices in 2025. This marks the first time since 2020 that longer maturities have led annual performance. The ICE BofA 3-month, 2-year, 5-year and 10-year U.S. Treasury indexes returned +4.18%, +4.85%, +6.85% and +7.82%, respectively.

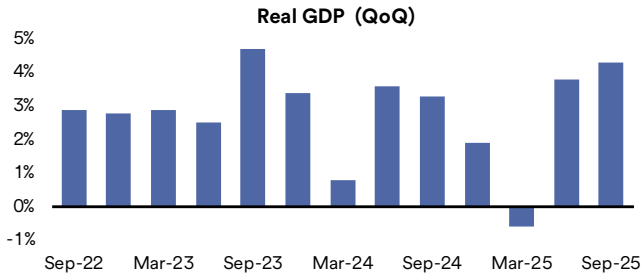
Sector Performance

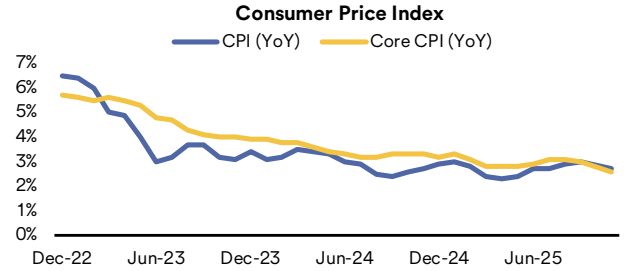
- Excess returns were strong across investment-grade sectors as investor demand and strong fundamentals kept spreads near multi-year lows.
- Federal agency and supranational issuance remained limited, keeping spreads narrow and excess returns muted.
- Investment-grade (IG) corporate bonds generated modest positive excess returns as spreads were relatively stable over the quarter. Lower-quality led performance, supported by strong investor demand. Positive carry remained the primary driver of returns.
- Spreads on asset-backed securities widened marginally, keeping excess returns modest. Auto loan collateral marginally outperformed credit card receivables.
- Agency-backed mortgage-backed securities (MBS) generated solid excess returns in Q4 as lower volatility continues to serve as a tailwind to the sector. Longer-duration collateral (30-year) outperformed shorter-duration (15-year) mortgages. Agency-backed commercial MBS (CMBS) also generated positive excess returns for the quarter but continued to lag residential MBS.
- Short-term credit (commercial paper and negotiable bank CDs) yield spreads remained attractive over the quarter. Month-end funding pressures pushed repo rates above the upper bound of the federal funds rate, which created opportunities in overnight repo and floating rate securities.

Economic Snapshot

Labor Market		Latest	Sep-25	Dec-24
Unemployment Rate	Dec-25	4.4%	4.4%	4.1%
Change In Non-Farm Payrolls	Dec-25	50,000	108,000	323,000
Average Hourly Earnings (YoY)	Dec-25	3.8%	3.7%	4.0%
Personal Income (YoY)	Sep-25	4.8%	4.8%	5.3%
Initial Jobless Claims (week)	1/3/26	208,000	224,000	209,000
Growth				
Real GDP (QoQ SAAR)	2025Q3	4.3%	3.8%[1]	3.3%[2]
GDP Personal Consumption (QoQ SAAR	2025Q3	3.5%	2.5%[1]	4.0%[2]
Retail Sales (YoY)	Oct-25	3.5%	4.2%	4.6%
ISM Manufacturing Survey (month)	Dec-25	47.9	49.1	49.2
Existing Home Sales SAAR (month)	Nov-25	4.13 mil.	4.05 mil.	4.29 mil.
Inflation / Prices				
Personal Consumption Expenditures (Yo	Sep-25	2.8%	2.8%	2.7%
Consumer Price Index (YoY)	Nov-25	2.7%	3.0%	2.9%
Consumer Price Index Core (YoY)	Nov-25	2.6%	3.0%	3.2%
Crude Oil Futures (WTI, per barrel)	Dec-31	$57.42	$62.37	$71.72
Gold Futures (oz.)	Dec-31	$4,341	$3,841	$2,641



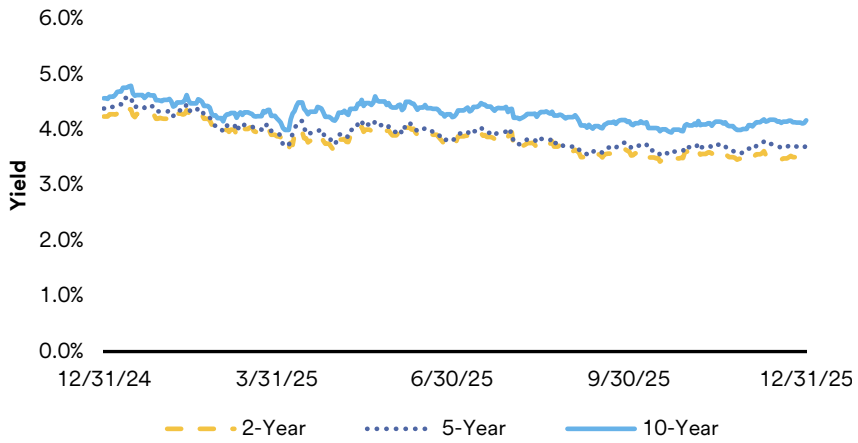




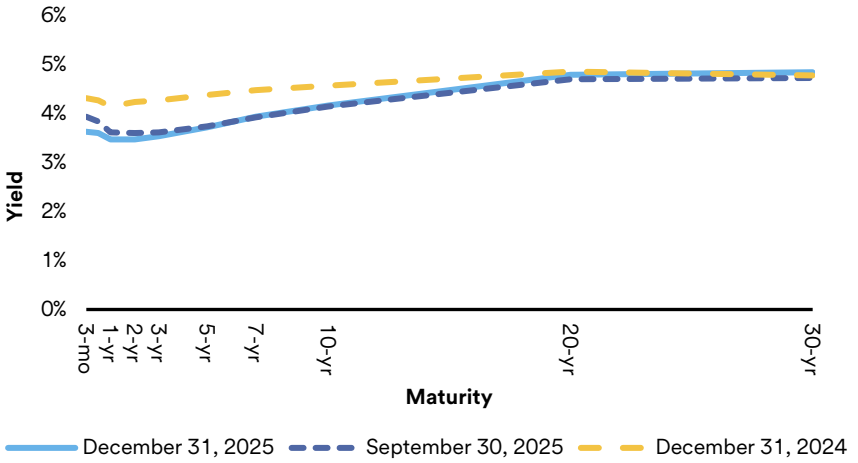
1. Data as of Second Quarter 2025.
2. Data as of Third Quarter 2024.
Note: YoY = year-over-year, QoQ = quarter-over-quarter, SAAR = seasonally adjusted annual rate, WTI = West Texas Intermediate crude oil.
Source: Bloomberg Finance L.P.

Interest Rate Overview

U.S. Treasury Note Yields



U.S. Treasury Yield Curve

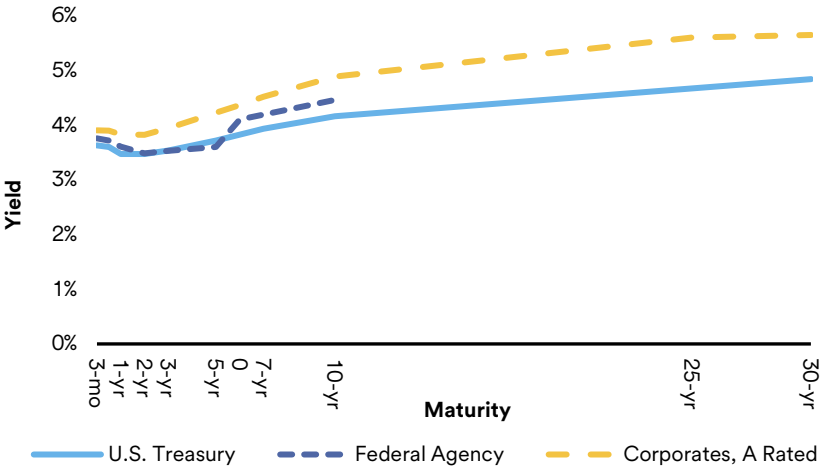


U.S. Treasury Yields

Maturity	Dec-25	Sep-25	Change over Quarter	Dec '24	Change over Year
3-Month	3.63%	3.94%	(0.31%)	4.32%	(0.69%)
1-Year	3.48%	3.62%	(0.14%)	4.15%	(0.67%)
2-Year	3.47%	3.61%	(0.14%)	4.24%	(0.77%)
5-Year	3.73%	3.74%	(0.01%)	4.38%	(0.65%)
10-Year	4.17%	4.15%	0.02%	4.57%	(0.40%)
30-Year	4.84%	4.73%	0.11%	4.78%	0.06%

Source: Bloomberg Finance L.P.

Yield Curves as of December 31, 2025



ICE BofA Index Returns

	As of 12/31/2025		Returns for Periods ended 12/31/2025		
December 31, 2025	**Duration**	**Yield**	**3 Month**	**1 Year**	**3 Years**
1-3 Year Indices					
U.S. Treasury	1.83	3.51%	1.12%	5.09%	4.47%
Federal Agency	1.54	3.54%	1.07%	4.89%	4.63%
U.S. Corporates, A-AAA rated	1.76	4.00%	1.19%	5.77%	5.41%
Agency MBS (0 to 3 years)	1.69	4.65%	1.31%	5.68%	4.94%
Taxable Municipals	1.53	3.78%	1.07%	5.72%	5.12%
1-5 Year Indices					
U.S. Treasury	2.53	3.56%	1.12%	5.74%	4.48%
Federal Agency	2.24	3.62%	1.08%	5.37%	4.67%
U.S. Corporates, A-AAA rated	2.58	4.11%	1.19%	6.61%	5.76%
Agency MBS (0 to 5 years)	2.44	4.59%	1.46%	7.28%	5.32%
Taxable Municipals	2.45	3.90%	1.08%	6.22%	5.19%
Master Indices (Maturities 1 Year or Greater)					
U.S. Treasury	6.09	3.94%	0.74%	6.19%	3.49%
Federal Agency	3.37	3.78%	1.08%	6.08%	4.71%
U.S. Corporates, A-AAA rated	6.69	4.68%	0.75%	7.53%	5.64%
Agency MBS (0 to 30 years)	5.43	4.72%	1.58%	8.33%	4.84%
Taxable Municipals	8.75	5.06%	0.81%	7.60%	5.34%

Returns for periods greater than one year are annualized.

Source: ICE BofA Indices.

Disclosures

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

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.

PFM Asset Management serves clients in the public sector and is a division of U.S. Bancorp Asset Management, Inc., which is the legal entity providing investment advisory services. U.S. Bancorp Asset Management, Inc. is a registered investment adviser, a direct subsidiary of U.S. Bank N.A. and an indirect subsidiary of U.S. Bancorp. U.S. Bank N.A. is not responsible for and does not guarantee the products, services, or performance of U.S. Bancorp Asset Management, Inc.

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Further distribution is not permitted without prior written consent.

Portfolio Review:
CITY OF OAKLEY

Certificate of Compliance

During the reporting period for the quarter ended December 31, 2025, the account(s) managed by PFM Asset Management ("PFMAM") were in compliance with the applicable investment policy and guidelines as furnished to PFMAM.

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

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

Account Summary

City of Oakley - City of Oakley - 6111-01			
Portfolio Values	**December 31, 2025**	**Analytics[1]**	**December 31, 2025**
CAMP Managed Account	$31,868,334	Yield at Market	3.66%
CAMP Pool	$707,738	Yield on Cost	3.56%
Amortized Cost	$31,629,672	Portfolio Duration	2.12
Market Value	$31,868,334	CAMP Pool7-Day Yield	3.90%
Accrued Interest	$258,264		
Cash	$0		

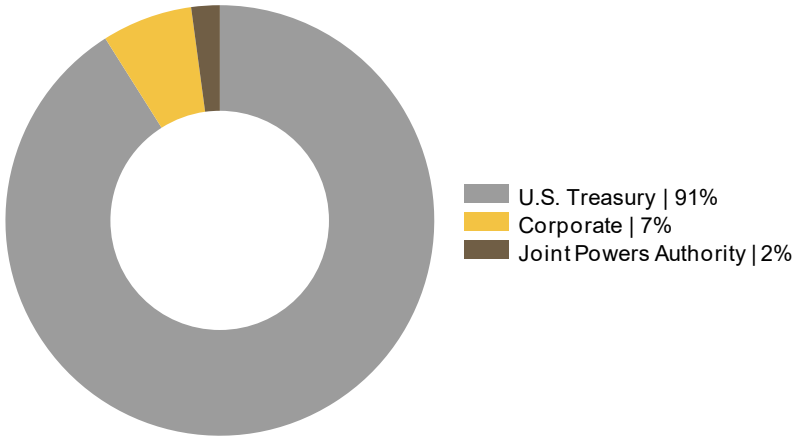
1. *Yield at market, yield on cost, and portfolio duration only include investments held within the separately managed account(s), excludes balances invested in overnight funds.*
2. *The current 7-day yield is the net change, exclusive of capital changes and income other than investment income, in the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

Consolidated Summary

Account Summary

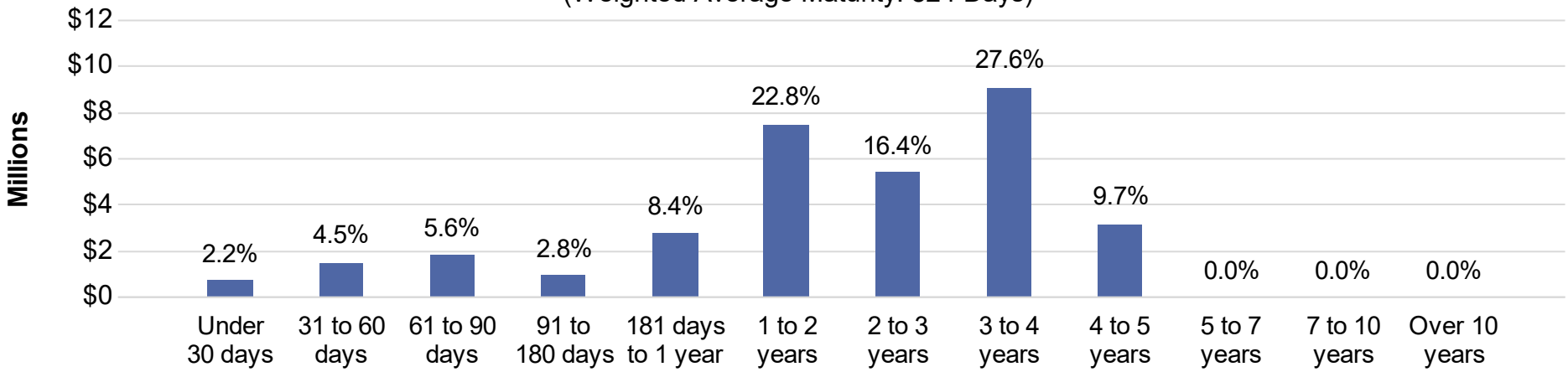
CAMP Managed Account	$32,126,598
CAMP Pool	$707,738
Total Program	**$32,834,336**

Sector Allocation



Maturity Distribution

(Weighted Average Maturity: 824 Days)



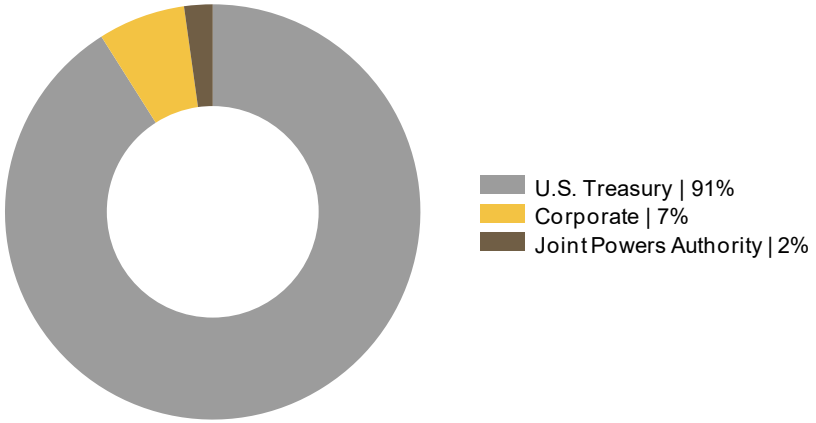
1. Account summary and sector allocation include market values, accrued interest, and overnight balances. Maturity distribution includes market values and excludes accrued interest and overnight balances

Portfolio Snapshot - CITY OF OAKLEY[1]

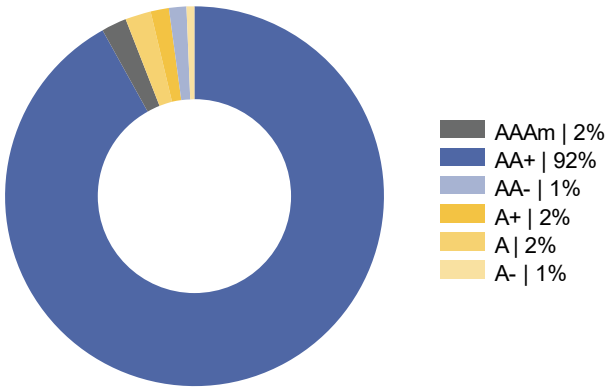
Portfolio Statistics

Total Market Value	$32,834,335.94
Managed Account Sub-Total	*$31,868,334.05*
Accrued Interest	*$258,263.64*
Pool	*$707,738.25*
Portfolio Effective Duration	2.12 years
Benchmark Effective Duration	2.02 years
Yield At Cost	3.56%
Yield At Market	3.66%
Portfolio Credit Quality	AA

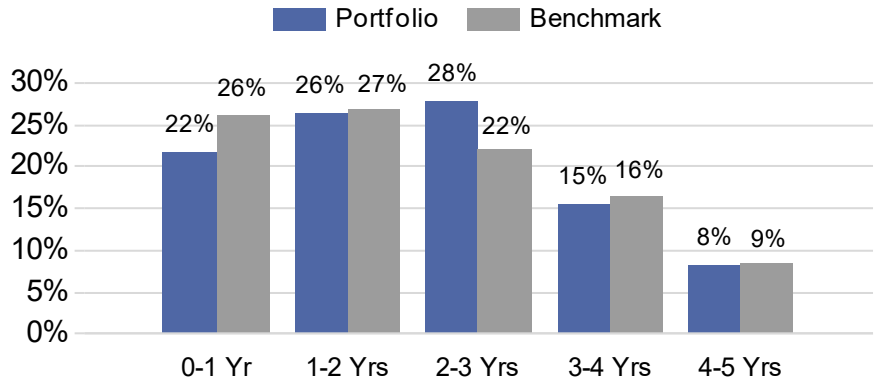
Sector Allocation



Credit Quality - S&P



Duration Distribution



1. *Total market value includes accrued interest and balances invested in CAMP, as of December 31, 2025.*
Yield and duration calculations exclude balances invested in CAMP.
The portfolio's benchmark is currently the 0-5 year U.S. Treasury Index. Prior to 03/31/24 it was the 1-5 year U.S. Treasury . Source: Bloomberg Financial LP.
An average of each security's credit rating was assigned a numeric value and adjusted for its relative weighting in the portfolio.

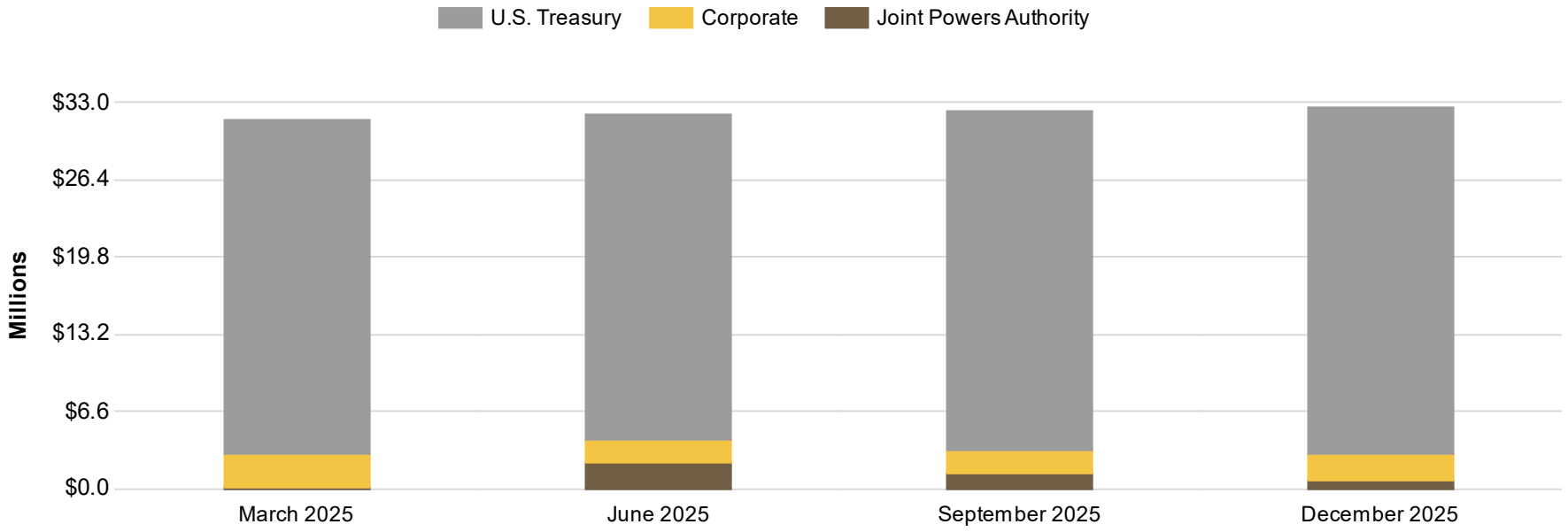
Issuer Diversification

Security Type / Issuer	Market Value (%)	S&P / Moody's / Fitch
U.S. Treasury	**93.0%**	
United States Treasury	93.0%	AA / Aa / AA
Corporate	**7.0%**	
Alphabet Inc	0.9%	AA / Aa / NR
Bank of America Corp	0.7%	A / A / AA
JPMorgan Chase & Co	1.5%	A / A / AA
Mastercard Inc	0.7%	A / Aa / NR
Novartis AG	1.5%	AA / Aa / NR
Target Corp	0.7%	A / A / A
Texas Instruments Inc	0.9%	A / Aa / NR
Total	**100.0%**	

Ratings shown are calculated by assigning a numeral value to each security rating, then calculating a weighted average rating for each security type / issuer category using all available security ratings, excluding Not-Rated (NR) ratings. For security type / issuer categories where a rating from the applicable NRSRO is not available, a rating of NR is assigned. Includes accrued interest and excludes balances invested in overnight funds.

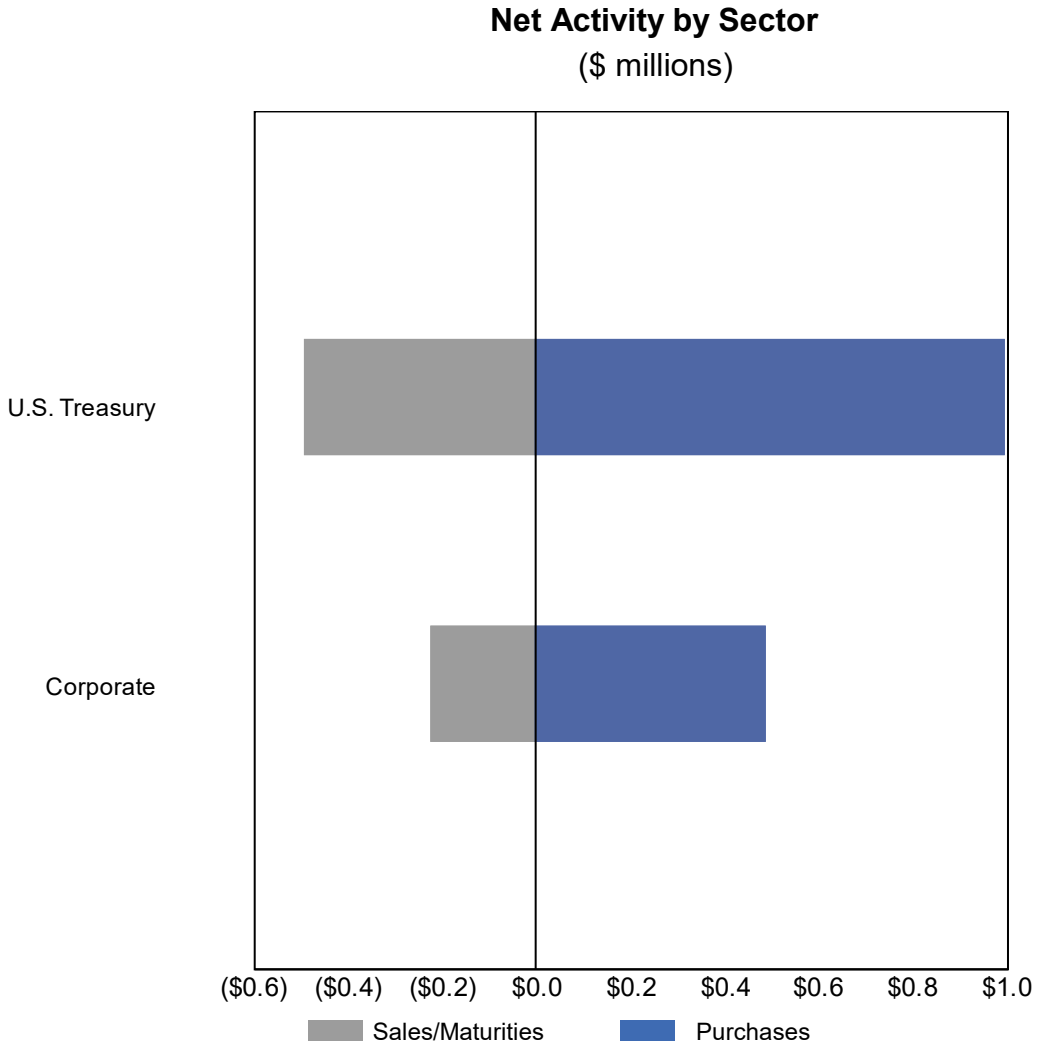
Sector Allocation Review

Security Type	Mar-25	% of Total	Jun-25	% of Total	Sep-25	% of Total	Dec-25	% of Total
U.S. Treasury	$28.5	90.5%	$27.7	86.8%	$29.0	90.0%	$29.6	91.0%
Corporate	$2.9	9.2%	$1.9	6.1%	$2.0	6.1%	$2.2	6.8%
Joint Powers Authority	$0.1	0.3%	$2.3	7.1%	$1.3	3.9%	$0.7	2.2%
Total	**$31.5**	**100.0%**	**$31.9**	**100.0%**	**$32.3**	**100.0%**	**$32.6**	**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.

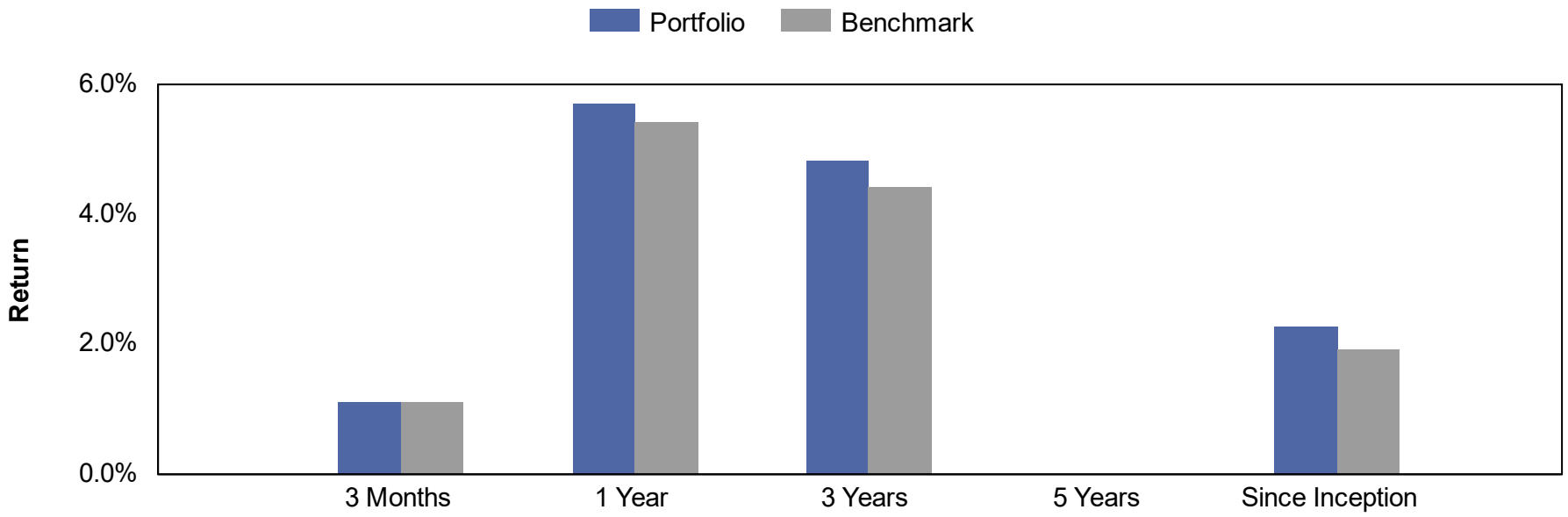
Portfolio Activity



Sector	Net Activity
U.S. Treasury	$500,995
Corporate	$259,350
Total Net Activity	**$760,345**

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

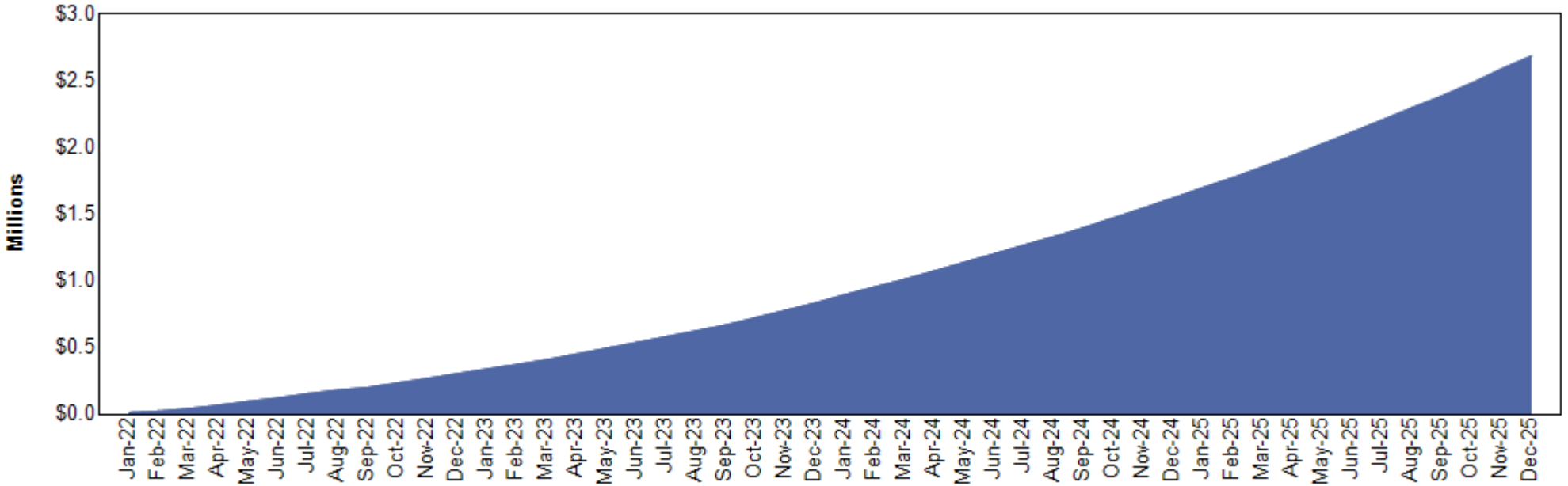
Portfolio Performance



Market Value Basis Earnings	3 Months	1 Year	3 Years	5 Years	Since Inception[1]
Interest Earned[2]	$256,784	$913,604	$1,942,018	-	$2,192,335
Change in Market Value	$103,451	$860,020	$2,398,616	-	$881,785
Total Dollar Return	**$360,235**	**$1,773,624**	**$4,340,634**	**-**	**$3,074,120**
Total Return[3]					
Portfolio	1.11%	5.71%	4.83%	-	2.29%
Benchmark[4]	1.10%	5.44%	4.43%	-	1.92%

1. *The lesser of 10 years or since inception is shown. Since inception returns for periods one year or less are not shown. Performance inception date is December 31, 2021.*
2. *Interest earned calculated as the ending accrued interest less beginning accrued interest, plus net interest activity.*
3. *Returns for periods one year or less are presented on a periodic basis. Returns for periods greater than one year are presented on an annualized basis.*
4. *The portfolio's benchmark is currently the 0-5 year U.S. Treasury Index. Prior to 03/31/24 it was the 1-5 year U.S. Treasury. Source: Bloomberg Financial LP.*

Accrual Basis Earnings



Accrual Basis Earnings	3 Months	1 Year	3 Years	5 Year	Since Inception[1]
Interest Earned[2]	$256,784	$913,604	$1,942,018	-	$2,192,335
Realized Gains / (Losses)[3]	$11,505	$11,505	$7,139	-	($14,809)
Change in Amortized Cost	$31,290	$138,774	$433,188	-	$507,827
Total Earnings	**$299,579**	**$1,063,882**	**$2,382,344**	**-**	**$2,685,353**

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

Issuer Distribution
As of December 31, 2025

Issuer	Market Value ($)	% of Portfolio
UNITED STATES TREASURY	29,647,216	91.01 %
CAMP POOL	707,738	2.17 %
JPMORGAN CHASE & CO	485,101	1.49 %
NOVARTIS AG	484,483	1.49 %
ALPHABET INC	296,871	0.91 %
TEXAS INSTRUMENTS INC	282,055	0.87 %
MASTERCARD INC	228,747	0.70 %
BANK OF AMERICA CORP	222,907	0.68 %
TARGET CORP	220,954	0.68 %
Grand Total	**32,576,072**	**100.00 %**

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 02/01/2021 0.375% 01/31/2026	91282CBH3	1,490,000.00	AA+	Aa1	5/2/2022	5/3/2022	1,352,349.61	3.00	2,338.25	1,486,983.56	1,486,128.98
US TREASURY N/B DTD 03/31/2021 0.750% 03/31/2026	91282CBT7	1,835,000.00	AA+	Aa1	10/13/2021	10/14/2021	1,816,721.68	0.98	3,516.24	1,834,001.37	1,822,918.36
US TREASURY N/B DTD 06/01/2021 0.750% 05/31/2026	91282CCF6	930,000.00	AA+	Aa1	6/6/2022	6/7/2022	850,732.03	3.04	613.19	921,822.42	919,296.63
US TREASURY N/B DTD 09/30/2021 0.875% 09/30/2026	91282CCZ2	2,510,000.00	AA+	Aa1	10/13/2021	10/14/2021	2,487,939.45	1.06	5,611.30	2,506,688.48	2,460,472.68
US TREASURY N/B DTD 02/15/2024 4.125% 02/15/2027	91282CKA8	1,875,000.00	AA+	Aa1	3/28/2025	3/31/2025	1,880,786.13	3.95	29,214.08	1,878,507.80	1,887,305.63
US TREASURY N/B DTD 04/30/2020 0.500% 04/30/2027	912828ZN3	835,000.00	AA+	Aa1	8/3/2022	8/4/2022	744,813.48	2.96	715.06	809,768.63	802,871.71
US TREASURY N/B DTD 08/15/2024 3.750% 08/15/2027	91282CLG4	775,000.00	AA+	Aa1	2/12/2025	2/18/2025	763,526.37	4.38	10,977.41	767,394.09	778,209.28
US TREASURY N/B DTD 08/15/2017 2.250% 08/15/2027	9128282R0	875,000.00	AA+	Aa1	9/6/2022	9/7/2022	826,567.38	3.48	7,436.31	859,124.42	857,978.63
US TREASURY N/B DTD 09/30/2025 3.500% 09/30/2027	91282CPB1	2,360,000.00	AA+	Aa1	9/29/2025	9/30/2025	2,354,007.81	3.63	21,103.85	2,354,755.51	2,360,460.20
US TREASURY N/B DTD 01/31/2023 3.500% 01/31/2028	91282CGH8	1,000,000.00	AA+	Aa1	3/1/2024	3/5/2024	969,921.88	4.34	14,646.74	983,980.82	1,000,195.00
US TREASURY N/B DTD 05/01/2023 3.500% 04/30/2028	91282CHA2	1,000,000.00	AA+	Aa1	2/22/2024	2/26/2024	966,484.38	4.39	5,994.48	981,319.16	999,844.00
US TREASURY N/B DTD 07/31/2023 4.125% 07/31/2028	91282CHQ7	1,000,000.00	AA+	Aa1	2/15/2024	2/16/2024	995,039.06	4.25	17,262.23	997,127.72	1,014,922.00
US TREASURY N/B DTD 10/31/2023 4.875% 10/31/2028	91282CJF9	1,000,000.00	AA+	Aa1	2/22/2024	2/26/2024	1,021,953.13	4.35	8,349.45	1,013,803.14	1,035,430.00
US TREASURY N/B DTD 11/16/1998 5.250% 11/15/2028	912810FF0	1,000,000.00	AA+	Aa1	4/2/2024	4/3/2024	1,036,093.75	4.38	6,816.30	1,022,443.59	1,046,406.00
US TREASURY N/B DTD 01/02/2024 3.750% 12/31/2028	91282CJR3	1,000,000.00	AA+	Aa1	4/2/2024	4/3/2024	972,304.69	4.40	103.59	981,831.63	1,005,664.00

Security Type/Description Dated Date/Coupon/Maturity	CUSIP	Par	S&P Rating	Moody's Rating	Trade Date	Settle Date	Original Cost	YTM at Cost	Accrued Interest	Amortized Cost	Market Value
U.S. Treasury											
US TREASURY N/B DTD 01/31/2024 4.000% 01/31/2029	91282CJW2	1,000,000.00	AA+	Aa1	2/15/2024	2/16/2024	990,585.94	4.21	16,739.13	993,922.90	1,012,734.00
US TREASURY N/B DTD 02/29/2024 4.250% 02/28/2029	91282CKD2	1,000,000.00	AA+	Aa1	3/1/2024	3/5/2024	999,492.19	4.26	14,440.61	999,666.36	1,020,234.00
US TREASURY N/B DTD 04/01/2024 4.125% 03/31/2029	91282CKG5	1,000,000.00	AA+	Aa1	4/2/2024	4/3/2024	988,632.81	4.38	10,539.15	992,338.19	1,016,563.00
US TREASURY N/B DTD 04/30/2024 4.625% 04/30/2029	91282CKP5	450,000.00	AA+	Aa1	5/9/2024	5/13/2024	453,058.59	4.47	3,564.57	452,123.47	464,537.25
US TREASURY N/B DTD 07/31/2024 4.000% 07/31/2029	91282CLC3	745,000.00	AA+	Aa1	8/1/2024	8/2/2024	749,627.15	3.86	12,470.65	748,407.69	754,632.85
US TREASURY N/B DTD 09/03/2024 3.625% 08/31/2029	91282CLK5	750,000.00	AA+	Aa1	9/5/2024	9/6/2024	752,314.45	3.56	9,237.74	751,740.58	749,883.00
US TREASURY N/B DTD 10/31/2024 4.125% 10/31/2029	91282CLR0	2,915,000.00	AA+	Aa1	11/14/2024	11/15/2024	2,893,023.63	4.30	20,594.23	2,897,639.58	2,964,872.74
US TREASURY N/B DTD 09/02/2025 3.625% 08/31/2030	91282CNX5	1,200,000.00	AA+	Aa1	9/2/2025	9/3/2025	1,193,625.00	3.74	14,780.39	1,194,017.35	1,195,734.00
US TREASURY N/B DTD 12/01/2025 3.500% 11/30/2030	91282CPN5	1,000,000.00	AA+	Aa1	12/3/2025	12/5/2025	994,296.88	3.63	3,076.92	994,377.75	989,922.00
Security Type Sub-Total		**29,545,000.00**					**29,053,897.47**	**3.53**	**240,141.87**	**29,423,786.21**	**29,647,215.94**
Joint Powers Authority											
CAMP Pool		707,738.25	AAAm	NR			707,738.25		0.00	707,738.25	707,738.25
Security Type Sub-Total		**707,738.25**					**707,738.25**		**0.00**	**707,738.25**	**707,738.25**
Corporate											
ALPHABET INC (CALLABLE) DTD 08/09/2016 1.998% 08/15/2026	02079KAC1	300,000.00	AA+	Aa2	3/14/2022	3/16/2022	294,777.00	2.42	2,264.40	299,263.72	296,870.70
TARGET CORP (CALLABLE) DTD 01/24/2022 1.950% 01/15/2027	87612EBM7	200,000.00	A	A2	3/14/2022	3/16/2022	194,764.00	2.53	1,798.33	198,873.91	196,403.60
TARGET CORP (CALLABLE) DTD 01/24/2022 1.950% 01/15/2027	87612EBM7	25,000.00	A	A2	1/19/2022	1/24/2022	24,957.50	1.99	224.79	24,991.13	24,550.45

Security Type/Description Dated Date/Coupon/Maturity	CUSIP	Par	S&P Rating	Moody's Rating	Trade Date	Settle Date	Original Cost	YTM at Cost	Accrued Interest	Amortized Cost	Market Value
Corporate											
BANK OF AMERICA CORP (CALLABLE) DTD 10/21/2016 3.248% 10/21/2027	06051GGA1	225,000.00	A-	A1	1/3/2023	1/5/2023	210,411.00	4.78	1,421.00	219,505.88	222,907.28
TEXAS INSTRUMENTS INC (CALLABLE) DTD 11/03/2017 2.900% 11/03/2027	882508BC7	285,000.00	A+	Aa3	1/3/2023	1/5/2023	267,880.05	4.29	1,331.58	278,479.05	282,055.38
MASTERCARD INC (CALLABLE) DTD 02/27/2025 4.550% 03/15/2028	57636QBF0	225,000.00	A+	Aa3	3/3/2025	3/4/2025	226,869.75	4.25	3,014.38	226,369.35	228,747.15
JPMORGAN CHASE & CO (CALLABLE) DTD 04/22/2024 5.581% 04/22/2030	46647PEG7	465,000.00	A	A1	4/22/2025	4/23/2025	475,741.50	5.05	4,974.07	474,033.03	485,100.56
NOVARTIS CAPITAL CORP (CALLABLE) DTD 11/05/2025 4.100% 11/05/2030	66989HAY4	485,000.00	AA-	Aa3	11/4/2025	11/5/2025	484,350.10	4.13	3,093.22	484,369.29	484,482.99
Security Type Sub-Total		**2,210,000.00**					**2,179,750.90**	**4.03**	**18,121.77**	**2,205,885.36**	**2,221,118.11**
Managed Account Sub Total		**31,755,000.00**					**31,233,648.37**	**3.56**	**258,263.64**	**31,629,671.57**	**31,868,334.05**
Securities Sub Total		**$32,462,738.25**					**$31,941,386.62**	**3.56%**	**$258,263.64**	**$32,337,409.82**	**$32,576,072.30**
Accrued Interest											**$258,263.64**
Total Investments											**$32,834,335.94**

Quarterly Portfolio Transactions

Trade Date	Settle Date	Par ($)	CUSIP	Security Description	Coupon	Maturity Date	Transact Amount ($)	Yield at Market	Realized G/L (BV)
BUY									
11/4/2025	11/5/2025	485,000.00	66989HAY4	NOVARTIS CAPITAL CORP (CALLABLE)	4.10%	11/5/2030	484,350.10	4.13%	
12/3/2025	12/5/2025	1,000,000.00	91282CPN5	US TREASURY N/B	3.50%	11/30/2030	994,777.65	3.63%	
Total BUY		**1,485,000.00**					**1,479,127.75**		**0.00**
INTEREST									
10/21/2025	10/21/2025		06051GGA1	BANK OF AMERICA CORP (CALLABLE)	3.24%	10/21/2027	3,654.00		
10/22/2025	10/22/2025		46647PEG7	JPMORGAN CHASE & CO (CALLABLE)	5.58%	4/22/2030	12,975.83		
10/31/2025	10/31/2025		91282CHA2	US TREASURY N/B	3.50%	4/30/2028	17,500.00		
10/31/2025	10/31/2025		91282CKP5	US TREASURY N/B	4.62%	4/30/2029	10,406.25		
10/31/2025	10/31/2025		91282CLR0	US TREASURY N/B	4.12%	10/31/2029	70,125.00		
10/31/2025	10/31/2025		91282CJF9	US TREASURY N/B	4.87%	10/31/2028	24,375.00		
10/31/2025	10/31/2025		912828ZN3	US TREASURY N/B	0.50%	4/30/2027	2,087.50		
11/3/2025	11/3/2025		882508BC7	TEXAS INSTRUMENTS INC (CALLABLE)	2.90%	11/3/2027	4,132.50		
11/13/2025	11/13/2025		110122DN5	BRISTOL-MYERS SQUIBB CO (CALLABLE)	0.75%	11/13/2025	843.75		
11/15/2025	11/15/2025		912810FF0	US TREASURY N/B	5.25%	11/15/2028	26,250.00		
11/30/2025	11/30/2025		91282CCF6	US TREASURY N/B	0.75%	5/31/2026	3,487.50		
12/31/2025	12/31/2025		91282CJR3	US TREASURY N/B	3.75%	12/31/2028	18,750.00		
Total INTEREST		**0.00**					**194,587.33**		**0.00**

Quarterly Portfolio Transactions

Trade Date	Settle Date	Par ($)	CUSIP	Security Description	Coupon	Maturity Date	Transact Amount ($)	Yield at Market	Realized G/L (BV)
MATURITY									
11/13/2025	11/13/2025	225,000.00	110122DN5	BRISTOL-MYERS SQUIBB CO (CALLABLE)	0.75%	11/13/2025	225,000.00		
Total MATURITY		**225,000.00**					**225,000.00**		**0.00**
SELL									
11/4/2025	11/5/2025	485,000.00	91282CLR0	US TREASURY N/B	4.12%	10/31/2029	493,782.78		11,504.68
Total SELL		**485,000.00**					**493,782.78**		**11,504.68**

Important Disclosures

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

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

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

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- Generally, PFMAM's market prices are derived from closing bid prices as of the last business day of the month as supplied by ICE Data Services. There may be differences in the values shown for investments due to accrued but uncollected income and the use of differing valuation sources and methods. Non-negotiable FDIC-insured bank certificates of deposit are priced at par. Although PFMAM believes the prices to be reliable, the values of the securities may not represent the prices at which the securities could have been bought or sold. Explanation of the valuation methods for a registered investment company or local government investment program is contained in the appropriate fund offering documentation or information statement.

- In accordance with generally accepted accounting principles, information is presented on a trade date basis; forward settling purchases are included in the monthly balances, and forward settling sales are excluded.

- Performance is presented in accordance with the CFA Institute's Global Investment Performance Standards (GIPS). Unless otherwise noted, performance is shown gross of fees. Quarterly returns are presented on an unannualized basis. Returns for periods greater than one year are presented on an annualized basis. **Past performance is not indicative of future returns.**

- ICE Bank of America Indices provided by Bloomberg Financial Markets.

- Money market fund/cash balances are included in performance and duration computations.

- Standard & Poor's is the source of the credit ratings. Distribution of credit rating is exclusive of money market fund/LGIP holdings.

- Callable securities in the portfolio are included in the maturity distribution analysis to their stated maturity date, although, they may be called prior to maturity.

- MBS maturities are represented by expected average life.

Glossary

- Accrued Interest: Interest that is due on a bond or other fixed income security since the last interest payment was made.
- Agencies: Federal agency securities and/or Government-sponsored enterprises.
- Amortized Cost: The original cost of the principal of the security is adjusted for the amount of the periodic reduction of any discount or premium from the purchase date until the date of the report. Discount or premium with respect to short-term securities (those with less than one year to maturity at time of issuance) is amortized on a straight line basis. Such discount or premium with respect to longer-term securities is amortized using the constant yield basis.
- Asset-Backed Security: A financial instrument collateralized by an underlying pool of assets – usually ones that generate a cash flow from debt, such as loans, leases, credit card balances, and receivables.
- Bankers' Acceptance: A draft or bill 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.

OAKLEY
CALIFORNIA

Quarterly Investment Report

For the Quarter Ended December 31, 2025

Type*	Name of Institution	Rate	Maturity****	Cost Amount	Market Value**
Investments in Wells Fargo Bank Account					
-	Commercial Checking Acct Public Funds	0.000%	12/31/2025	$ 14,268,564.08	$ 14,268,564.08
Investments with Wells Fargo Investment Advisors:					
9	Institutional Money Market	0.159%	N/A	1,969,808.17	1,969,808.17
Investments with State of California:					
3	Local Agency Investment Fund (LAIF)-City	4.200%	N/A	20,727,283.03	20,772,499.25
Investments with CalTRUST					
11	Short-Term Investment Account-City	0.356%	N/A	317,969.99	317,969.99
Investments with CAMP					
13	Short-Term Investment Account-City	3.950%	N/A	36,774,133.14	36,774,133.14
Total Investments Other than Bond Proceeds				**74,057,758.41**	**74,102,974.63**
Investments with Wells Fargo Trust (bond proceeds): * **					
	2021 Refunding Revenue Bonds				
9	***Government Money Market***				
	Wells Fargo Advantage Gov MM Svc	1.162%	N/A	143,124.68	143,124.68
	2014 Refunding Revenue Bonds				
9	***Government Money Market***				
	Wells Fargo Advantage Gov MM Svc	1.162%	N/A	403,754.21	403,754.21
Investments with USBank Trust (bond proceeds): * **					
	2016 Lease Revenue Bonds				
9	***Government Money Market***				
	USBank - First American Government Obligation	0.000%	N/A	0.54	0.54
Total Investments of Bond Proceeds				**546,879.43**	**546,879.43**
Managed Investments with PFM (Detail Attached)					
	CAMP POOL		See Detail	707,738.25	707,738.25
	Managed Investments		See Detail	31,233,648.37	31,868,334.05
Total Managed Investments				**31,941,386.62**	**32,576,072.30**
	Total All City Investments			**$ 106,546,024.46**	**$ 107,225,926.36**

Accrued Interest of Investments other than Bond Proceeds:	
Wells Fargo Investment Advisors	3,140.90
Local Agency Investment Fund	219,162.62
CalTRUST	1,131.86
PFM (Asset Management& CAMP)	384,738.67
Accrued Interest as of 12/31/25	$ 608,174.05

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

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

** **Market Valuation** for LAIF was obtained at https://www.treasurer.ca.gov/pmia-laif/mktvalue/2025/202512.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.

Jeri Tejeda
Approved by Jeri Tejeda
Admoinsitrsative Service Director

01/31/2026
Date

STAFF REPORT

OAKLEY
CALIFORNIA

Approved and Forwarded to the City Council

DATE: February 10, 2026

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 (2nd Quarter FY 25/26)

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 December 31, 2025, attached shows a balance of $5,169.53 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 2nd Quarter of Fiscal Year 25/26.

Attachments

1. City of Oakley as Successor Agency to the Redevelopment Agency Investment Report for the quarter ended December 31, 2025.

City of Oakley as Successor Agency to the Oakley Redevelopment Agency

Quarterly Investment Report

For the Quarter Ended December 31, 2025

Type*	Name of Institution	Rate	Maturity***	Cost Amount	Market Value
Investments in Wells Fargo Bank Account					
	Successor Agency Checking	0.480%	N/A	$ 5,169.53	$ 5,169.53
Total Investments Other than Bond Proceeds				**5,169.53**	**5,169.53**
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			**$ 5,169.53**	**$ 5,169.53**

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

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

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

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

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

Jeri Tejeda — 01/31/2026

Approved by Jeri Tejeda
Adminstrative Services Director

Date

OAKLEY
CALIFORNIA

Approved and Forwarded to the City Council

DATE: February 10, 2026
TO: City Council
FROM: Joshua McMurray, City Manager
SUBJECT: Adopt a Resolution Authorizing the City Manager to Execute Amended Lease Agreements for Single-Family Dwellings located at 1821 Dutch Slough Road, 5890 Jersey Island Road and 5920 Jersey Island Road (APN 032-081-019)

Background and Summary

As part of the Dutch Slough Properties Memorandum of Understanding entered in 2002 with the Emerson, Gilbert and Burroughs families, certain properties were deeded to the City. Among those properties is an 8-acre parcel on the north end of Jersey Island Road against the Dutch Slough (see attached aerial photo). This property is entirely within the unincorporated area of the County and outside the City limits. On the property are three small, single-family dwellings that have been rented to three individuals for many years by the Burroughs family (who owned the property previously).

The City first approved a 2-year lease agreement with each of the three tenants in 2018. The lease rates were $500 for 1821 Dutch Slough Road, $300 for 5890 Jersey Island Road and $400 a month for 5920 Jersey Island Road. An amendment was approved in 2020 that extended the three lease agreements an additional 2 years and increased the lease rates to $750 for 1821 Dutch Slough Road, $500 for 5890 Jersey Island Road and $600 a month for 5920 Jersey Island Road. The leases also included a $50 per month increase after year one, which was applied to all the properties except 1821 Dutch Slough Road. We are not sure why that is the case and recommend increasing the lease as described below using the current lease amounts that the tenants are paying currently.

The City has been managing the property and handling the leases since 2018. This is not the core service that we provide, and we do not have the experience to ensure we are following all the laws related to property management and leasing of residential properties. With that said, we have contracted with Ridgewater Real Estate to handle property management and leasing for the City moving forward. They will charge the City $405 a month for all three units.

All three existing tenants have been there for years and are in good-standing with the lease agreements approved by the Council in June of 2020. The lease arrangement with these tenants has worked well in that monthly rent payments have

been paid on time including all utilities. All three tenants would like to continue leasing the small homes on the property.

The new lease agreements will be modern agreements developed by the California Association of Realtors. The attached agreements are to be made in stages, with the first agreement being for the current lease rate effective March 1, 2026 and then a second agreement with the adjusted lease rate to be in effect after we give adequate notice to the tenants, which is 30 days or April 1, 2026. Since the property is one single parcel with three units, it is treated as a multiple unit property which would cap the increase at 5% plus CPI per year. Each lease agreement will be month to month. Since the agreements are on a multiple unit property, the City can not raise rents more than 1 time in a calendar year or if one of the tenants leave, any new lease for any of the three homes could be brought up to a market rate at that time.

That means, after the increases go into effect, the tenant at 1821 Dutch Slough Road will be paying $796 per month; the tenant at 5890 Jersey Island Road will be paying $584 per month; and the tenant at 5920 Jersey Island Road will be paying $690 per month.

Fiscal Impact

The General Fund will see revenue of $1,950 for the first month and then $2,070 of revenue each month for the next 11 months, assuming that we do not have any tenants leave. If a tenant leaves, we can then rent that home out at a market rate. The property management fee will be $405 a month for the duration of the 1-year lease term.

Staff Recommendation

It is recommended that the City Council approve the proposed lease agreements between the City of Oakley and the tenants at 1821 Dutch Slough Road, 5890 Jersey Island Road and 5920 Jersey Island Road.

Attachments

1. Aerial Photo
2. Draft Resolution
3. Exhibit A to the Draft Resolution - Proposed Lease Agreements for 1821 Dutch Slough Road, 5890 Jersey Island Road and 5920 Jersey Island Road

8-acre Property - Jersey Island Road

RENTAL HOMES

5890 Jersey Island Rd.

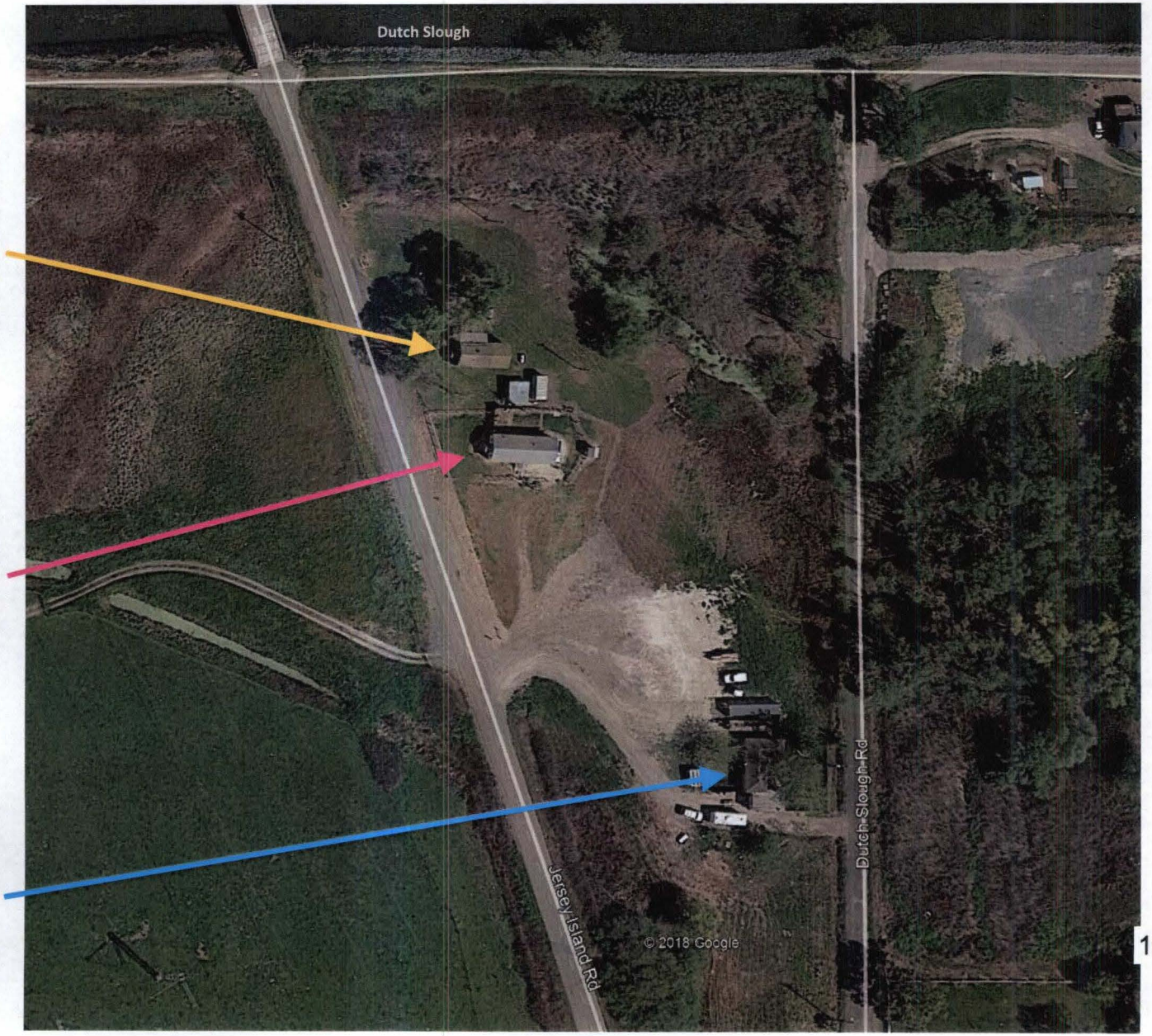


5920 Jersey Island Rd.



1821 Dutch Slough Rd





RESOLUTION NO. XX-26

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OAKLEY AUTHORIZING THE CITY MANAGER TO EXECUTE AMENDED LEASE AGREEMENTS FOR SINGLE-FAMILY DWELLINGS LOCATED AT 1821 DUTCH SLOUGH ROAD, 5890 JERSEY ISLAND ROAD AND 5920 JERSEY ISLAND ROAD (APN 032-081-019)

WHEREAS, the City of Oakley owns the real property located at 1821 Dutch Slough Road, 5890 Jersey Island Road and 5920 Jersey Island Road (APN 032-081-019) ("Property"); and

WHEREAS, the City has been leasing the property containing the three homes to three separate tenants since 2018; and

WHEREAS, the City may lease City-owned property under the authority granted by Government Code section 37350 and other applicable law.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Oakley authorizes the City Council authorizes the City Manager to execute the Lease agreements as attached as Exhibit A to this Resolution.

BE IT FURTHER RESOLVED that the City Council finds that the approval of the Agreement is not subject to the California Environmental Quality Act ("CEQA") because it can be seen to a certainty the City's lease of the property will not have an environmental impact and that the "Common Sense" exemption of CEQA is appropriate.

PASSED AND ADOPTED by the City Council of the City of Oakley this 10th day of February 2026 by the following vote:

AYES:
NOES:
ABSTENTION:
ABSENT:

APPROVED:

_____
Hugh Henderson, Mayor

ATTEST:

_____
Kim Snodgrass, City Clerk

_____
Date

RESIDENTIAL LEASE OR MONTH-TO-MONTH RENTAL AGREEMENT

(C.A.R. Form RLMM, Revised 12/24)

Date 01/29/2026, Carlos Solis ("Tenant") and City of Oakley Rental Property Owner ("RPO"), Authorized Broker or Agent, or Property Manager ("Housing Provider"), agree as follows ("Agreement"):

1. PROPERTY:

A. Housing Provider rents to Tenant and Tenant rents from Housing Provider, the real property and improvements described as: 5890 Jersey Island Rd, Oakley, Ca 94561 ("Premises").

B. The Premises are for the sole use as a personal residence by the following named person(s) only: Carlos Solis.

Any person in the Premises, other than those listed in this paragraph are considered guests. Guests are not permitted to stay more than **14 (or _____) days** without Housing Provider's written consent.

C. The following personal property, maintained pursuant to **paragraph 11**, is included: _____ or ☐ (if checked) the personal property on the attached addendum is included.

D. The Premises may be subject to a local rent or eviction control ordinance, or both.

2. TERM: The term begins on (date) 03/01/2026 ("Commencement Date"). If Tenant has not paid all amounts then due; **(i)** Tenant has no right to possession or keys to the premises and; **(ii)** this Agreement is voidable at the option of Housing Provider, 2 calendar days after giving Tenant a Notice to Pay (C.A.R. Form PPN). Notice may be delivered to Tenant **(i)** in person; **(ii)** by mail to Tenant's last known address; or **(iii)** by email, if provided in Tenant's application or previously used by Tenant to communicate with Housing Provider or it's agent. If Housing Provider elects to void the lease, Housing Provider shall refund to Tenant all rent and security deposit paid.

(Check A or B):

☒ **A. Month-to-Month:** This Agreement continues from the commencement date as a month-to-month tenancy. Tenant may terminate the tenancy by giving written notice at least 30 days prior to the intended termination date. Tenant shall be responsible for paying rent through the termination date even if moving out early. Housing Provider may terminate the tenancy by giving written notice as provided by law. Such notices may be given on any date.

☐ **B. Lease:** This Agreement shall terminate on (date) _____ at _____ ☐ AM/ ☐ PM. Tenant shall vacate the Premises upon termination of the Agreement, unless: **(i)** Housing Provider and Tenant have extended this Agreement in writing or signed a new agreement; **(ii)** mandated by any rent increase cap or just cause eviction control under any state or local law; or **(iii)** Housing Provider accepts Rent from Tenant (other than past due Rent), in which case a month-to-month tenancy shall be created which either party may terminate as specified in **paragraph 2A**. Rent shall be at a rate agreed to by Housing Provider and Tenant, or as allowed by law. All other terms and conditions of this Agreement shall remain in full force and effect.

3. RENT: "Rent" shall mean all monetary obligations of Tenant to Housing Provider under the terms of the Agreement, except security deposit.

A. Tenant agrees to pay $550.00 per month for the term of the Agreement.

B. Rent is payable in advance on the **1st (or _____) day** of each calendar month, and is delinquent on the next day.

C. If Commencement Date falls on any day other than the day Rent is payable under **paragraph 3B**, and Tenant has paid one full month's Rent in advance of Commencement Date, Rent for the second calendar month shall be prorated and Tenant shall pay 1/30th of the monthly rent per day for each day remaining in the prorated second month.

D. PAYMENT:

(1) Rent shall be paid by ☐ personal check, ☒ money order, ☒ cashier's check, made payable to RidgeWater Real Estate, ☒ wire/electronic payment to RidgeWater Real Estate, or ☐ other _____. Payment via electronic apps such as PayPal or Venmo will not (☐ will) be accepted.

(2) Rent shall be delivered to (name) David Hansen (whose phone number is) (925)872-9625 at (address) 2170 Main Street Suite C, Oakley, Ca. 94561 (or at any other location subsequently specified by Housing Provider in writing to Tenant) (and ☐ if checked, rent may be paid personally, between the hours of 10 am and 4 pm on the following days M-F (Non-Holidays)).

(3) If any payment is returned for non-sufficient funds ("NSF") or because tenant stops payment, then, after that: **(i)** Housing Provider may, in writing, require Tenant to pay Rent in cash for three months and **(ii)** all future Rent shall be paid by ☐ money order, or ☒ cashier's check.

E. Rent payments received by Housing Provider shall be applied to the earliest amount(s) due or past due.

4. SECURITY DEPOSIT:

A. Tenant agrees to pay $1,000.00 as a security deposit.
(The maximum amount of security deposit paid on or before initial occupancy, however designated, cannot exceed one month's Rent unless an exception applies. See Security Deposit Exception Disclosure and Addendum, C.A.R. Form SDDA, for additional information.)

B. Security deposit is in addition to any advance payment of first month's Rent. Security deposit law does not prohibit the payment of advance rent of not less than six months' rent if the term of the lease is six months or longer.

C. Security deposit will be ☒ transferred to and held by the Owner of the Premises, or ☐ held in Owner's Broker's trust account.

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D. All or any portion of the security deposit may be used, as reasonably necessary, to: **(i)** cure Tenant's default in payment of Rent (which includes Late Charges, NSF fees or other sums due); **(ii)** repair damage, excluding ordinary wear and tear, caused by Tenant or by a guest, invitee or licensee of Tenant; **(iii)** clean Premises, if necessary, upon termination of the tenancy; and **(iv)** replace or return personal property or appurtenances. **SECURITY DEPOSIT SHALL NOT BE USED BY TENANT IN LIEU OF PAYMENT OF LAST MONTH'S RENT.** If all or any portion of the security deposit is used during the tenancy, Tenant agrees to reinstate the total security deposit within 5 days after written notice is delivered to Tenant. Within 21 days after Tenant vacates the Premises, Housing Provider shall: (1) furnish Tenant an itemized statement indicating the amount of any security deposit received and the basis for its disposition and supporting documentation as required by California Civil Code § 1950.5(g); and (2) return any remaining portion of the security deposit to Tenant.

E. **Security deposit will not be returned until all Tenants have vacated the Premises and all keys returned. Any security deposit returned by check shall be made out to all Tenants named on this Agreement, or as subsequently modified.**

F. No interest will be paid on security deposit unless required by local law.

G. If the security deposit is held by Owner, Tenant agrees not to hold Broker responsible for its return. If the security deposit is held in Owner's Broker's trust account, **and** Broker's authority is terminated before expiration of this Agreement, **and** security deposit is released to someone other than Tenant, **then** Broker shall notify Tenant, in writing, where and to whom security deposit has been released. Once Tenant has been provided such notice, Tenant agrees not to hold Broker responsible for the security deposit.

5. MOVE-IN COSTS RECEIVED/DUE: Move-in funds shall be paid by ☐ personal check, ☒ money order, ☒ cashier's check, or ☐ wire/ electronic payment.

Category	Total Due	Payment Received	Balance Due	Due Date	Payable To
Rent from *03/01/2026* to *03/31/2026* (date)	*$550.00*		*$550.00*	*03/01/2026*	*RidgeWater Real Estate*
Security Deposit	*$1,000.00*	*$1,000.00*			
Other _____					
Other _____					
Total _____	*$1,550.00*	*$1,000.00*	*$550.00*		

6. LATE CHARGE; RETURNED CHECKS:

A. Tenant acknowledges either late payment of Rent or issuance of a returned check may cause Housing Provider to incur costs and expenses, the exact amounts of which are extremely difficult and impractical to determine. These costs may include, but are not limited to, processing, enforcement and accounting expenses, and late charges imposed on Housing Provider. If any installment of Rent due from Tenant is not received by Housing Provider within **5 (or _____) calendar days** after the date due, or if a check is returned, Tenant shall pay to Housing Provider, respectively, an additional sum of $*75.00* or _____% of the Rent due as a Late Charge and $25.00 as a NSF fee for the first returned check and $35.00 as a NSF fee for each additional returned check, either or both of which shall be deemed additional Rent.

B. Housing Provider and Tenant agree that these charges represent a fair and reasonable estimate of the costs Housing Provider may incur by reason of Tenant's late or NSF payment. Any Late Charge or NSF fee due shall be paid with the current installment of Rent. Housing Provider's acceptance of any Late Charge or NSF fee shall not constitute a waiver as to any default of Tenant. Housing Provider's right to collect a Late Charge or NSF fee shall neither be deemed an extension of the date Rent is due under **paragraph 3** nor prevent Housing Provider from exercising any other rights and remedies under this Agreement and as provided by law.

7. PARKING: (Check A or B)

☒ **A.** Parking is permitted as follows: *On the property. No storage of non-operating or non-tenant vehicles without written permission.*
The right to parking ☐ is ☐ is not included in the Rent charged pursuant to **paragraph 3**. If not included in the Rent, the parking rental fee shall be an additional $_____ per month. Parking space(s) are to be used only for parking properly registered and operable motor vehicles, except for trailers, boats, campers, buses or trucks (other than pick-up trucks). Tenant shall park in assigned space(s) only. Parking space(s) are to be kept clean. Vehicles leaking oil, gas or other motor vehicle fluids shall not be parked on the Premises. Mechanical work, or storage of inoperable vehicles, or storage of any kind is not permitted in parking space(s) or elsewhere on the Premises except as specified in **paragraph 8**.

OR ☐ **B.** Parking is not permitted on the real property of which the Premises is a part.

8. STORAGE: (Check A or B)

☐ **A.** Storage is permitted as follows: _____
The right to separate storage space ☐ is, ☐ is not, included in the Rent charged pursuant to **paragraph 3**. If not included in the Rent, storage space fee shall be an additional $_____ per month. Tenant shall store only personal property Tenant owns, and shall not store property claimed by another or in which another has any right, title or interest. Tenant shall not store any improperly packaged food or perishable goods, flammable materials, explosives, hazardous waste or other inherently dangerous material, or illegal substances.

OR ☒ **B.** Except for Tenant's personal property, contained entirely within the Premises, storage is not permitted on the Premises.

9. UTILITIES: Tenant agrees to pay for all utilities and services, and the following charges: _____, except _____, which shall be paid for by Housing Provider, or ☐ as agreed on a separate addendum. If any utilities are not separately metered, Tenant shall pay Tenant's proportional share, as reasonably determined and directed by Housing Provider. If utilities are separately metered, Tenant shall place utilities in Tenant's name as of the Commencement Date. Housing Provider is only responsible for installing and maintaining one usable telephone jack and one telephone line to the Premises. Tenant shall pay any cost for conversion from existing utilities service provider.

☐ **A. Water Submeters:** Water use on the Premises is measured by a submeter and Tenant will be separately billed for water usage based on the submeter. See attached Water Submeter Addendum (C.A.R. Form WSM) for additional terms.

☐ **B. Gas Meter:** The Premises does not have a separate gas meter.

☐ **C. Electric Meter:** The Premises does not have a separate electrical meter.

10. CONDITION OF PREMISES: Tenant has examined Premises and, if any, all furniture, furnishings, appliances, landscaping and fixtures, including smoke alarm(s) and carbon monoxide detector(s).
(Check all that apply:)
☐ **A.** Tenant's acknowledgment of the condition of these items is contained in an attached statement of condition (C.A.R. Form MII).
☐ **B.** **(i)** Housing Provider will Deliver to Tenant a statement of condition (C.A.R. Form MII) ☐ within **3 days** after execution of this Agreement; ☐ prior to the Commencement Date; ☐ within **3 days** after the Commencement Date. **(ii)** Tenant shall complete and return the MII to Housing Provider within **3 (or ____) days** after Delivery. Tenant's failure to return the MII within that time shall conclusively be deemed Tenant's Acknowledgement of the condition as stated in the MII.
☐ **C.** Tenant will provide Housing Provider a list of items that are damaged or not in operable condition within **3 (or _____) days** after Commencement Date, not as a contingency of this Agreement but rather as an acknowledgment of the condition of the Premises.
☒ **D.** Other: *Tenant has resided in home for over 10 years. Originally with different ownership.* .

11. MAINTENANCE USE AND REPORTING:
A. Tenant shall properly use, operate and safeguard Premises, including if applicable, any landscaping, furniture, furnishings and appliances, and all mechanical, electrical, gas and plumbing fixtures, carbon monoxide detector(s) and smoke alarms, and keep them and the Premises clean, sanitary and well ventilated. Tenant shall be responsible for any additional phone lines beyond the one line and jack that Housing Provider shall provide and maintain. Tenant shall replace any burned out or malfunctioning light bulbs. Tenant shall immediately notify Housing Provider, in writing, of any problem, malfunction or damage with any item including carbon monoxide detector(s) and smoke alarms on the property. Tenant shall be charged for all repairs or replacements caused by Tenant, pets, guests or licensees of Tenant, excluding ordinary wear and tear. Tenant shall be charged for all damage to Premises as a result of failure to report a problem in a timely manner. Tenant shall be charged for repair of drain blockages or stoppages, unless caused by defective plumbing parts or tree roots invading sewer lines.
B. ☐ Housing Provider ☒ Tenant ☐ HOA shall water the garden, landscaping, trees and shrubs, except: _____.
C. ☐ Housing Provider ☒ Tenant ☐ HOA shall maintain the garden, landscaping, trees and shrubs, except: _____.
D. ☐ Housing Provider ☐ Tenant shall maintain _____.
E. Housing Provider and Tenant agree that State or local water use restrictions shall supersede any obligation of Housing Provider or Tenant to water or maintain any garden, landscaping, trees or shrubs pursuant to **paragraphs 11B, 11C**, and **11D**.
F. Tenant's failure to maintain any item for which Tenant is responsible shall give Housing Provider the right to hire someone to perform such maintenance and charge Tenant to cover the cost of such maintenance.
G. **PERIODIC PEST CONTROL:** ☐ Housing Provider ☐ Tenant shall pay for periodic pest control by the following service provider: _____. This obligation shall only be applicable if the Premises is a house and the periodic pest control treatment is being provided at the execution of this Agreement. The current cost of such treatment is: $ _____ per _____.
H. The following items of personal property are included in the Premises without warranty and Housing Provider will not maintain, repair or replace them: _____.
I. Tenant understands that if Premises is located in a Common Interest Development, Housing Provider may not have authority or control over certain parts of the Premises such as roof, electrical, gas or plumbing features inside certain walls, and common areas such as landscaping, shared parking structure or garage.
J. Tenant shall not use the premises to plant, grow, cultivate or sell marijuana.

12. NEIGHBORHOOD CONDITIONS: Tenant is advised to satisfy himself or herself as to neighborhood or area conditions, including, but not limited to, schools, proximity and adequacy of law enforcement, crime statistics, proximity of registered felons or offenders, fire protection, other governmental services, availability, adequacy and cost of any wired, wireless internet connections or other telecommunications or other technology services and installations, proximity to commercial, industrial or agricultural activities, existing and proposed transportation, construction and development that may affect noise, view, or traffic, airport noise, noise or odor from any source, wild and domestic animals, other nuisances, hazards, or circumstances, cemeteries, facilities and condition of common areas, conditions and influences of significance to certain cultures and/or religions, and personal needs, requirements and preferences of Tenant.

13. ANIMALS: Unless otherwise provided in California Civil Code § 54.2, or other law, no animal shall be kept on or about the Premises without Housing Provider's prior written consent, ☒ except as agreed to in the attached Animals Terms and Conditions Addendum (C.A.R. Form ATCA).

14. SMOKING:
A. **(i)** Tenant is responsible for all damage caused by smoking including, but not limited to stains, burns, odors and removal of debris; **(ii)** Tenant acknowledges that in order to remove odor caused by smoking, Housing Provider may need to replace carpet and drapes and paint the entire premises regardless of when these items were last cleaned, replaced or repainted. Such actions and other necessary steps will impact the return of any security deposit.
B. The Premises or common areas may be subject to a local non-smoking ordinance.
C. NO SMOKING of any substance is allowed on the Premises or common areas. If smoking does occur on the Premises or common areas, **(i)** Tenant is in material breach of this Agreement; **(ii)** Tenant, guests, and all others may be required to leave the Premises. ☐ Smoking of the following substances only is allowed: _____.

15. RULES/REGULATIONS:
A. Tenant agrees to comply with all Housing Provider rules and regulations that are at any time posted on the Premises or delivered to Tenant. Tenant shall not, and shall ensure that guests, invitees and licensees of Tenant shall not, disturb, annoy, endanger or interfere with other tenants of the building or neighbors, or use the Premises for any unlawful purposes, under federal, state or local law including, but not limited to, using, manufacturing, selling, storing or transporting illicit drugs or other contraband, or violate any law or ordinance, or commit a waste or nuisance on or about the Premises.
B. **(If applicable, check one)**
☐ (1) Housing Provider shall provide Tenant with a copy of the rules and regulations within ____ days or _____.
OR ☐ (2) Tenant has been provided with, and acknowledges receipt of, a copy of the rules and regulations.

16. ☐ (If checked) **CONDOMINIUM; PLANNED UNIT DEVELOPMENT:**

A. The Premises are a unit in a condominium, planned unit development, common interest subdivision or other development governed by a homeowners' association ("HOA"). The name of the HOA is _____. Tenant agrees to comply with all HOA covenants, conditions and restrictions, bylaws, rules and regulations and decisions ("HOA Rules"). Tenant shall reimburse Housing Provider for any fines or charges imposed by HOA or other authorities, due to any violation by Tenant, or the guests or licensees of Tenant, or Housing Provider shall have the right to deduct such amounts from the security deposit.

B. If applicable, Tenant is required to pay a fee to the HOA to gain access to certain areas within the development such as but not necessarily including or limited to the front gate, pool, and recreational facilities. If not specified in **paragraph 5**, Tenant is solely responsible for payment and satisfying any HOA requirements prior to or upon or after the Commencement Date.

C. **(Check one)**

☐ (1) Housing Provider shall provide Tenant with a copy of the HOA Rules within _____ days or _____.

OR ☐ (2) Tenant has been provided with, and acknowledges receipt of, a copy of the HOA Rules.

17. **ALTERATIONS; REPAIRS:** Unless otherwise specified by law or **paragraph 25C**, without Housing Provider's prior written consent, **(i)** Tenant shall not make any repairs, alterations or improvements in or about the Premises including: painting, wallpapering, adding or changing locks, installing antenna or satellite dish(es), placing signs, displays or exhibits, or using screws, fastening devices, large nails or adhesive materials; **(ii)** Housing Provider shall not be responsible for the costs of alterations or repairs made by Tenant; **(iii)** Tenant shall not deduct from Rent the costs of any repairs, alterations or improvements; and **(iv)** any deduction made by Tenant shall be considered unpaid Rent.

18. **KEYS; LOCKS:**

A. Tenant acknowledges receipt of (or Tenant will receive ☐ prior to the Commencement Date, or ☐ _____):

☒ 1 key(s) to Premises,	☐ _____ remote control device(s) for garage door/gate opener(s),
☐ _____ key(s) to mailbox,	☐ _____,
☐ _____ key(s) to common area(s),	☐ _____,

B. Tenant acknowledges that locks to the Premises ☐ have, ☒ have not, been re-keyed.

C. If Tenant re-keys existing locks or opening devices, Tenant shall immediately deliver copies of all keys to Housing Provider. Tenant shall pay all costs and charges related to loss of any keys or opening devices. Tenant may not remove locks, even if installed by Tenant.

19. **ENTRY:**

A. Tenant shall make Premises available to Housing Provider or Housing Provider's representative for the purpose of entering to make necessary or agreed repairs (including, but not limited to, installing, repairing, testing, and maintaining smoke detectors and carbon monoxide devices, and bracing, anchoring or strapping water heaters, or repairing dilapidation relating to the presence of mold), decorations, alterations, or improvements; or supplying necessary or agreed services; or to show Premises to prospective or actual purchasers, tenants, mortgagees, lenders, appraisers, contractors and others (collectively "Interested Persons"). Tenant agrees that Housing Provider, Broker and Interested Persons may take photos of the Premises.

B. Housing Provider and Tenant agree that 24-hour written notice shall be reasonable and sufficient notice, except as follows:

(1) 48-hour written notice is required to conduct an inspection of the Premises prior to the Tenant moving out, unless the Tenant waives the right to such notice.

(2) If Housing Provider has in writing informed Tenant that the Premises are for sale and that Tenant will be notified orally to show the premises (C.A.R. Form NSE), then, for the next 120 days following the delivery of the NSE, notice may be given orally to show the Premises to actual or prospective purchasers.

(3) No written notice is required if Housing Provider and Tenant orally agree to an entry for agreed services or repairs if the date and time of entry are within one week of the oral agreement.

(4) No notice is required: **(i)** to enter in case of an emergency; **(ii)** if the Tenant is present and consents at the time of entry; or **(iii)** if the Tenant has abandoned or surrendered the Premises.

C. ☐ (If checked) Tenant authorizes the use of a keysafe/lockbox to allow entry into the Premises and agrees to sign a keysafe/lockbox addendum (C.A.R. Form KLA).

20. **PHOTOGRAPHS AND INTERNET ADVERTISING:**

A. In order to effectively market the Premises for sale or rental it is often necessary to provide photographs, virtual tours and other media to Interested Persons. Tenant agrees that Broker may photograph or otherwise electronically capture images of the exterior and interior of the Premises ("Images") for static and/or virtual tours of the Premises by Interested Persons for use on Broker's website, the MLS, and other marketing materials and sites. Tenant acknowledges that once Images are placed on the Internet neither Broker nor Housing Provider has control over who can view such Images and what use viewers may make of the Images, or how long such Images may remain available on the Internet. Tenant is advised to store or otherwise remove from view, anything of a personal nature which Tenant would not want to appear in any Images, including but not limited to, family photos, documents, or other valuables.

B. Tenant acknowledges that prospective Interested Persons coming onto the Premises may take photographs, videos or other images of the Premises. Tenant understands that Broker does not have the ability to control or block the taking and use of Images by any such persons. Once Images are taken and/or put into electronic display on the Internet or otherwise, neither Broker nor Housing Provider has control over who views such Images nor what use viewers may make of the Images.

21. **SIGNS:** Tenant authorizes Housing Provider to place FOR SALE/LEASE signs on the Premises.

22. **ASSIGNMENT; SUBLETTING:**

A. Tenant shall not sublet all or any part of Premises, or parking or storage spaces, or assign or transfer this Agreement or any interest in it, without Housing Provider's prior written consent. Unless such consent is obtained, any assignment, transfer or subletting of Premises or this Agreement or tenancy, by voluntary act of Tenant, operation of law or otherwise, shall, at the option of Housing Provider, terminate this Agreement. Any proposed assignee, transferee or sublessee shall submit to Housing Provider an application and credit information for Housing Provider's approval and, if approved, sign a separate written agreement with Housing Provider and Tenant. Housing Provider's consent to any one assignment, transfer or sublease, shall not be construed as consent to any subsequent assignment, transfer or sublease and does not release Tenant of Tenant's obligations under this Agreement.

B. This prohibition also applies (☐ does not apply) to short term, vacation, and transient rentals such as, but not limited to, those arranged through AirBnB, VRBO, HomeAway or other short term rental services.

C. Any violation of this prohibition is a non-curable, material breach of this Agreement.

23. JOINT AND INDIVIDUAL OBLIGATIONS: If there is more than one Tenant, each one shall be individually and completely responsible for the performance of all obligations of Tenant under this Agreement, jointly with every other Tenant, and individually, whether or not in possession.

24. POSSESSION:

A. (1) Tenant is not in possession of the Premises. If Housing Provider is unable to deliver possession of Premises on Commencement Date, such Date shall be extended to the date on which possession is made available to Tenant. If Housing Provider is unable to deliver possession within **5 (or _____) calendar days** after agreed Commencement Date, Tenant may terminate this Agreement by giving written notice to Housing Provider, and shall be refunded all Rent and security deposit paid.

OR (2) [X] Tenant is already in possession of the Premises.

B. Possession is deemed terminated when Tenant has returned all keys to the Premises to Housing Provider.

25. TENANT'S OBLIGATIONS UPON VACATING PREMISES:

A. Upon termination of this Agreement, Tenant shall: **(i)** give Housing Provider all copies of all keys and any opening devices to Premises, including any common areas; **(ii)** vacate and surrender Premises to Housing Provider, empty of all persons; and personal property belonging to Tenant **(iii)** vacate any/all parking and/or storage space; **(iv)** clean and deliver Premises, as specified in **paragraph 25C** below, to Housing Provider in the same condition as referenced in **paragraph 10**; **(v)** remove all debris; **(vi)** give written notice to Housing Provider of Tenant's forwarding address; and **(vii)** _____ _____.

B. All alterations/improvements made by or caused to be made by Tenant, with or without Housing Provider's consent, become the property of Housing Provider upon termination. Housing Provider may charge Tenant for restoration of the Premises to the condition it was in prior to any alterations/improvements.

C. Right to Pre-Move-Out Inspection and Repairs: (i) After giving or receiving notice of termination of a tenancy (C.A.R. Form NTT), or before the expiration of this Agreement, Tenant has the right to request that an inspection of the Premises take place prior to termination (C.A.R. Form NRI). If Tenant requests such an inspection, Tenant shall be given an opportunity to remedy identified deficiencies prior to termination, consistent with the terms of this Agreement. **(ii)** Any repairs or alterations made to the Premises as a result of this inspection (collectively, "Repairs") shall be made at Tenant's expense. Repairs may be performed by Tenant or through others, who have adequate insurance and licenses and are approved by Housing Provider. The work shall comply with applicable law, including governmental permit, inspection and approval requirements. Repairs shall be performed in a good, skillful manner with materials of quality and appearance comparable to existing materials. It is understood that exact restoration of appearance or cosmetic items following all Repairs may not be possible. **(iii)** Tenant shall: (a) obtain receipts for Repairs performed by others; (b) prepare a written statement indicating the Repairs performed by Tenant and the date of such Repairs; and (c) provide copies of receipts and statements to Housing Provider prior to termination. **Paragraph 25C** does not apply when the tenancy is terminated pursuant to California Code of Civil Procedure § 1161(2), (3), or (4).

26. BREACH OF CONTRACT; EARLY TERMINATION: In addition to any obligations established by **paragraph 25**, in the event of termination by Tenant prior to completion of the original term of the Agreement or any extension, Tenant shall also be responsible for lost Rent, rental commissions, advertising expenses and painting costs necessary to ready Premises for re-rental. Housing Provider may withhold any such amounts from Tenant's security deposit.

27. TEMPORARY RELOCATION: Subject to local law, Tenant agrees, upon demand of Housing Provider, to temporarily vacate Premises for a reasonable period, to allow for fumigation (or other methods) to control wood destroying pests or organisms, or other repairs to Premises. Tenant agrees to comply with all instructions and requirements necessary to prepare Premises to accommodate pest control, fumigation or other work, including bagging or storage of food and medicine, and removal of perishables and valuables. Tenant shall only be entitled to a credit of Rent equal to the per diem Rent for the period of time Tenant is required to vacate Premises.

28. DAMAGE TO PREMISES: If, by no fault of Tenant, Premises are totally or partially damaged or destroyed by fire, earthquake, accident or other casualty that render Premises totally or partially uninhabitable, either Housing Provider or Tenant may terminate this Agreement by giving the other written notice. Rent shall be abated as of the date Premises become totally or partially uninhabitable. The abated amount shall be the current monthly Rent prorated on a 30-day period. If the Agreement is not terminated, Housing Provider shall promptly repair the damage, and Rent shall be reduced based on the extent to which the damage interferes with Tenant's reasonable use of Premises. If damage occurs as a result of an act of Tenant or Tenant's guests, only Housing Provider shall have the right of termination, and no reduction in Rent shall be made.

29. INSURANCE:

A. Tenant's, guest's, invitees or licensee's personal property and vehicles are not insured by Housing Provider, manager or, if applicable, HOA, against loss or damage due to fire, theft, vandalism, rain, water, criminal or negligent acts of others, or any other cause. **Tenant is advised to carry Tenant's own insurance (renter's insurance) to protect Tenant from any such loss or damage.**

B. Tenant shall comply with any requirement imposed on Tenant by Housing Provider's insurer to avoid: **(i)** an increase in Housing Provider's insurance premium (or Tenant shall pay for the increase in premium); or **(ii)** loss of insurance.

C. [X] Tenant shall obtain liability insurance, in an amount not less than $*100,000.00* for injury or damage to, or upon, the Premises during the term of this agreement or any extension. The liability policy shall name Housing Provider, and Property Manager, if applicable: **(i)** as an additional interest, requiring insurer to notify such person if the policy is changed, cancelled or not renewed; and **(ii)** as an additional insured, if available from the insurer. Tenant shall provide Housing Provider a copy of the insurance policy before commencement of this Agreement, and a rider prior to renewal. Housing Provider and Tenant are advised to seek counsel from a qualified California attorney or insurance broker regarding the availability of insurance, prior to entering into this Agreement.

30. WATERBEDS/PORTABLE WASHERS: Tenant shall not use or have waterbeds on the Premises unless: **(i)** Tenant obtains a valid waterbed insurance policy; **(ii)** Tenant increases the security deposit in an amount equal to one-half of one month's Rent; and **(iii)** the bed conforms to the floor load capacity of Premises. Tenant shall not use on the Premises [X] Portable Dishwasher [X] Portable Washing Machine.

31. WAIVER: The waiver of any breach shall not be construed as a continuing waiver of the same or any subsequent breach.

32. NOTICE: Notices may be served at the following address, or at any other location subsequently designated:

Housing Provider: *Ridgewater Real Estate Property Management*
2170 Main St Suite C
Oakley, Ca. 94561

Tenant: *Carlos Solis*
5890 Jersey Island Rd
Oakley, Ca. 94561

33. **TENANT ESTOPPEL CERTIFICATE:** Tenant shall execute and return a tenant estoppel certificate delivered to Tenant by Housing Provider or Housing Provider's agent within **3 days** after its receipt (C.A.R. Form TEC). Failure to comply with this requirement shall be deemed Tenant's acknowledgment that the tenant estoppel certificate is true and correct, and may be relied upon by a lender or purchaser.
34. **REPRESENTATION**
    A. **TENANT REPRESENTATION; OBLIGATIONS REGARDING OCCUPANTS; CREDIT:** Tenant warrants that all statements in Tenant's rental application are accurate. Housing Provider requires all occupants 18 years of age or older and all emancipated minors to complete a lease rental application. Tenant acknowledges this requirement and agrees to notify Housing Provider when any occupant of the Premises reaches the age of 18 or becomes an emancipated minor. Tenant authorizes Housing Provider and Broker(s) to obtain Tenant's credit during the tenancy in connection with a modification of this Agreement. Before occupancy begins, Housing Provider may cancel this Agreement upon disapproval of the credit report(s) or upon discovering that information in Tenant's application is false. During the tenancy, Housing Provider may reject any such modification upon disapproval of the credit report(s) obtained in connection with the modification. A negative credit report reflecting on Tenant's record may be submitted to a credit reporting agency if Tenant fails to fulfill the terms of payment and other obligations under this Agreement.
    B. **HOUSING PROVIDER REPRESENTATIONS:** Housing Provider warrants that, unless otherwise specified in writing, Housing Provider is unaware of **(i)** any recorded Notices of Default affecting the Premise; **(ii)** any delinquent amounts due under any loan secured by the Premises; and **(iii)** any bankruptcy proceeding affecting the Premises.
35. **MEDIATION:**
    A. Consistent with **paragraphs 35B** and **35C** below, Housing Provider and Tenant agree to mediate any dispute or claim arising between them out of this Agreement, or any resulting transaction, before resorting to court action. Mediation fees, if any, shall be divided equally among the parties involved. If, for any dispute or claim to which this paragraph applies, any party commences an action without first attempting to resolve the matter through mediation, or refuses to mediate after a request has been made, then that party shall not be entitled to recover attorney fees, even if they would otherwise be available to that party in any such action.
    B. The following matters are excluded from mediation: **(i)** an unlawful detainer action; **(ii)** the filing or enforcement of a mechanic's lien; and **(iii)** any matter within the jurisdiction of a probate, small claims or bankruptcy court. The filing of a court action to enable the recording of a notice of pending action, for order of attachment, receivership, injunction, or other provisional remedies, shall not constitute a waiver of the mediation provision.
    C. Housing Provider and Tenant agree to mediate disputes or claims involving Owner's Agent/Broker, Tenant's Agent/Broker, or property manager ("Broker"), provided Broker shall have agreed to such mediation prior to, or within a reasonable time after, the dispute or claim is presented to such Broker. Any election by Broker to participate in mediation shall not result in Broker being deemed a party to this Agreement.
36. **ATTORNEY FEES:** In any action or proceeding arising out of this Agreement, the prevailing party between Housing Provider and Tenant shall be entitled to reasonable attorney fees and costs collectively not to exceed $1,000 (or $_____), except as provided in **paragraph 35A**.
37. **C.A.R. FORM:** C.A.R. Form means the specific form referenced or another comparable form agreed to by the parties.
38. **DISCLOSURES:**
    A. [X] **MOLD AND DAMPNESS:** Exposure to mold may have potential health risks. Tenant acknowledges receipt of the attached booklet titled, "Information on Dampness and Mold for Renters in California" before signing this Residential Lease or Month-to-Month Rental Agreement.
    B. **BED BUGS:** Housing Provider has no knowledge of any infestation in the Premises by bed bugs. See attached Bed Bug Disclosure (C.A.R. Form BBD) for further information. Tenant shall report suspected bed bug infestation to Housing Provider or, if applicable, property manager and cooperate with any inspection for and treatment of bed bugs. Housing Provider will notify tenants of any units infested by bed bugs.
    C. **MEGAN'S LAW DATABASE DISCLOSURE:** Notice: Pursuant to § 290.46 of the Penal Code, information about specified registered sex offenders is made available to the public via an Internet Web site maintained by the Department of Justice at **www.meganslaw.ca.gov**. Depending on an offender's criminal history, this information will include either the address at which the offender resides or the community of residence and ZIP Code in which he or she resides. (Neither Housing Provider nor Brokers, if any, are required to check this website. If Tenant wants further information, Tenant should obtain information directly from this website.)
    D. [ ] **RESIDENTIAL ENVIRONMENTAL HAZARDS BOOKLET:** Tenant acknowledges receipt of the residential environmental hazards booklet.
    E. **FLOOD HAZARD DISCLOSURE:** Flooding has the potential to cause significant damage to personal property owned by Tenant. See attached Tenant Flood Hazard Disclosure (C.A.R. Form TFHD) for additional information.
    F. [ ] **OTHER MATERIAL FACTS:** _____
    _____
    _____
    G. **ADDITIONAL DISCLOSURES:** RPO shall make additional disclosures regarding the following matters, if applicable, on the Rental Property Owner Disclosure (C.A.R. Form RPOD): Lead-based Paint; Methamphetamine Contamination; Periodic Pest Control Contracts; Water Submeters; Mold; Asbestos; Homeowners Associations/Condominiums/Planned Developments; Military Ordnance Locations; Death on the Premises.
39. **SERVICEMEMBERS CIVIL RELIEF ACT:** Notwithstanding anything to the contrary in **paragraphs 2, 4, 26** or elsewhere in this Agreement, the Servicemembers Civil Relief Act applies to this Agreement and any effort to terminate it, as specified in §§ 3951 and 3955 of the Act.
40. **TIME OF ESSENCE; ENTIRE CONTRACT; CHANGES:** Time is of the essence. All understandings between the parties are incorporated in this Agreement. Its terms are intended by the parties as a final, complete and exclusive expression of their Agreement with respect to its subject matter, and may not be contradicted by evidence of any prior agreement or contemporaneous oral agreement. If any provision of this Agreement is held to be ineffective or invalid, the remaining provisions will nevertheless be given full force and effect. Neither this Agreement nor any provision in it may be extended, amended, modified, altered or changed except in writing. This Agreement is subject to California Housing Provider-tenant law and shall incorporate all changes required by amendment or successors to such law. This Agreement and any supplement, addendum or modification, including any copy, may be signed in two or more counterparts, all of which shall constitute one and the same writing.

41. AGENCY:

A. CONFIRMATION: The following agency relationship(s) are hereby confirmed for this transaction:
Housing Provider's Brokerage Firm RidgeWater Real Estate License Number 01823871
Is the broker of (check one): ☐ the Housing Provider; or ☒ both the Tenant and Housing Provider (Dual Agent).
Housing Provider's Agent David Hansen License Number 01777243
Is (check one): ☐ the Housing Provider's Agent. (salesperson or broker associate); or ☒ both the Tenant's and Housing Provider's Agent (Dual Agent).
Tenant's Brokerage Firm RidgeWater Real Estate License Number 01823871
Is the broker of (check one): ☐ the Tenant; or ☒ both the Tenant and Housing Provider (Dual Agent).
Tenant's Agent David Hansen License Number 01777243
Is (check one): ☐ the Tenant's Agent. (salesperson or broker associate); or ☒ both the Tenant's and Housing Provider's Agent (Dual Agent).

B. DISCLOSURE: ☐ (If checked): The term of this Agreement exceeds one year. A disclosure regarding real estate agency relationships (C.A.R. Form AD) has been provided to Housing Provider and Tenant, who each acknowledge its receipt.

C. TERMINATION OF AGENCY RELATIONSHIP:
(1) Housing Provider and Tenant acknowledges and agrees that unless Broker is the property manager, or as specified in (2) below, once Housing Provider and Tenant enter into this Agreement, **(i)** Broker will not represent Owner in any manner regarding the management of the Premises; and **(ii)** Any representation duties that Broker may owe to, and any agency relationship that Broker may have with, either Housing Provider or Tenant, is terminated.
(2) Notwithstanding **paragraph 41C(1)**, Broker duties and responsibilities to either Housing Provider or Tenant will terminate upon the last to occur of the following (choose all that apply): ☐ Tenant occupancy, ☐ Delivering to Tenant keys or other means of entering the Premises, ☐ Tenant walkthrough, ☐ Completion of Move In Inspection (C.A.R. Form MII).

42. BROKER COMPENSATION:

A. EXISTING WRITTEN AGREEMENTS: Upon execution of this Agreement:
(1) **TENANT COMPENSATION TO TENANT'S BROKER:** If applicable, Tenant agrees to pay compensation as specified in a separate written agreement between Tenant and Broker (C.A.R. Form TRBC or LCA).
(2) **OWNER COMPENSATION TO OWNER OR TENANT'S BROKER:** If applicable, Owner agrees to pay compensation as specified in a separate written agreement between Owner and Broker(s) (C.A.R. Form LL or LCA).

B. ☐ OWNER AGREEMENT TO PAY TENANT'S BROKER: In consideration for Tenant entering into this Lease/Rental agreement, Owner agrees to pay Tenant's Broker as follows:
(1) **Fixed term lease: (i)** _____ percent of the total rent payments due under the term specified in **paragraph 2B**; or **(ii)** ☐ $ _____; or **(iii)** ☐ _____;
(2) **For month-to-month rental: (i)** _____ percent of _____; or **(ii)** ☐ $ _____ or **(iii)** ☐ _____;
(3) **Payment is conditioned on** Tenant taking possession of the Premises or being prevented from doing so by Housing Provider;
(4) **Payments made by Owner shall be credited** against any obligation of Tenant to pay Tenant's Broker pursuant to a separate written agreement; and
(5) **Third-party beneficiary:** Owner acknowledges and agrees that Tenant's Broker is a third-party beneficiary of this agreement and may pursue Owner for failure to pay the amount specified in **paragraph 42B**.

C. ☐ PAYMENT OF COMPENSATION OUT OF TENANT MOVE-IN FUNDS: RPO authorizes Tenant to deduct any amount for Tenant's Broker and Housing Provider's Broker compensation out of Tenant's move-in funds still due under **paragraph 5** and make payment directly to Tenant's Broker and Housing Provider's Broker. Any amount paid pursuant to this paragraph shall be credited against the amounts specified in **paragraph 5**. RPO shall be responsible for any compensation due Brokers under **paragraphs 42A(2)** and **42B** that are not covered by this paragraph. Tenant is instructed to make payment as follows:

Payment made to:	Amount	Due Date
Tenant's Broker		
Housing Provider's Broker		
Housing Provider		
Property Manager (see **paragraph 49**)		

43. NOTICE OF RIGHT TO RECEIVE FOREIGN LANGUAGE TRANSLATION OF LEASE/RENTAL AGREEMENTS: California Civil Code requires a Housing Provider or property manager to provide a tenant with a foreign language translation copy of a lease or rental agreement if the agreement was negotiated primarily in Spanish, Chinese, Korean, Tagalog or Vietnamese. If applicable, every term of the lease/rental needs to be translated except for, among others, names, dollar amounts and dates written as numerals, and words with no generally accepted non-English translation.

44. RECEIPT: If specified in **paragraph 5**, Housing Provider or Broker, acknowledges receipt of move-in funds.

45. CITY, COUNTY OR OTHER LOCAL REQUIREMENTS: Housing Provider and Tenant are advised that city, county or other local requirements, including those imposed by a regulatory body such a rent stabilization or similar board, may apply, and to attach to this Residential Lease or Month-to-Month Rental Agreement or separately provide, as provided by law, any documentation required by such a local authority.

46. OTHER TERMS AND CONDITIONS; If checked, the following ATTACHED documents are incorporated in this Agreement: ☐ Keysafe/Lockbox Addendum (C.A.R. Form KLA); ☐ Lead-Based Paint and Lead-Based Paint Hazards Disclosure (C.A.R. Form LPD); ☐ Lease/Rental Mold and Ventilation Addendum (C.A.R. Form LRM); ☐ Parking and Storage Disclosure (C.A.R. Form PSD); ☒ Bed Bug Disclosure (C.A.R. Form BBD); ☒ Tenant Flood Hazard Disclosure (C.A.R. Form TFHD); ☒ Rent Cap and Just Cause Addendum (C.A.R. Form RCJC); ☒ Offer of Tenant Positive Rental Payment Reporting (C.A.R. Form TRPR);
☒ Other Documents/Addenda: Addendum "A"
☐ Other Terms: _____

47. LEGALLY AUTHORIZED SIGNER: Wherever the signature or initials of the Legally Authorized Signer identified in **paragraphs 50** or **51** appear on this Agreement or any related documents, it shall be deemed to be in a representative capacity for the entity described and not in an individual capacity, unless otherwise indicated. The Legally Authorized Signer (i) represents that the entity for which that person is acting already exists and is in good standing to do business in California, and (ii) shall Deliver to the other Party, upon request, evidence of authority to act in that capacity (such as but not limited to: applicable portion of the trust or Certification Of Trust (Probate Code § 18100.5), letters testamentary, court order, power of attorney, corporate resolution, or formation documents of the business entity).

48. ☐ **INTERPRETER/TRANSLATOR:** The terms of this Agreement have been interpreted for Tenant into the following language: _____ . Housing Provider and Tenant acknowledge receipt of the attached interpreter/ translator agreement (C.A.R. Form ITA).

49. The Premises is being managed by Owner, (or, if checked):
☐ Housing Provider's Brokerage Firm in Real Estate Brokerage section ☐ Tenant's Brokerage Firm in Real Estate Brokers section
☒ Property Management firm immediately below

Real Estate Broker (Property Manager) *RidgeWater Real Estate* DRE Lic # *01823871*
(Agent) *David Hansen* DRE Lic # *01777243*
Address *2170 Main St. Suite C, Oakley, Ca. 94561* Telephone # *(925)465-1691*

Housing Provider and Tenant acknowledge and agree Brokers: (a) do not guarantee the condition of the Premises; (b) cannot verify representations made by others; (c) cannot provide legal or tax advice; (d) will not provide other advice or information that exceeds the knowledge, education or experience required to obtain a real estate license. Furthermore, if Brokers are not also acting as Housing Provider in this Agreement, Brokers: (e) do not decide what rental rate a Tenant should pay or Housing Provider should accept; and (f) do not decide upon the length or other terms of this Agreement. Housing Provider and Tenant agree that they will seek legal, tax, insurance and other desired assistance from appropriate professionals.

50. Tenant agrees to rent the Premises on the above terms and conditions.

A. ☐ **ENTITY TENANT: (Note: If this paragraph is completed, a Representative Capacity Signature Disclosure (C.A.R. Form RCSD) is not required for the Legally Authorized Signers designated below.)**

(1) **Non-Individual (entity) Tenant:** One or more Tenants is a trust, corporation, LLC, probate estate, partnership, holding a power of attorney or other entity.

(2) **Full entity name:** The following is the full name of the entity (if a trust, enter the complete trust name; if under probate, enter full name of the estate, including case #): _____ .

(3) **Contractual Identity of Tenant:** For purposes of this Agreement, when the name described below is used it shall be deemed to be the full entity name.
(A) If a trust: The trustee(s) of the trust or a simplified trust name (ex. John Doe, co-trustee, Jane Doe, co-trustee or Doe Revocable Family Trust);
(B) If Property is sold under the jurisdiction of a probate court: The name of the executor or administrator, or a simplified probate name (John Doe, executor, or Estate (or Conservatorship) of John Doe).

(4) **Legally Authorized Signer:**
(A) This Agreement is being Signed by a Legally Authorized Signer in a representative capacity and not in an individual capacity. See **paragraph 47** for additional terms.
(B) The name(s) of the Legally Authorized Signer(s) is/are: _____, _____ .

B. TENANT SIGNATURE(S):

(Signature) By, _____ Date: _____
Printed name of Tenant: *Carlos Solis*
☐ Printed Name of Legally Authorized Signer: _____ Title, if applicable, _____
Address _____ City _____ State ____ Zip _____
Telephone *(925)470-7498* Text _____ E-mail _____

(Signature) By, _____ Date: _____
Printed name of Tenant: _____
☐ Printed Name of Legally Authorized Signer: _____ Title, if applicable, _____
Address _____ City _____ State ____ Zip _____
Telephone _____ Text _____ E-mail _____

☐ IF MORE THAN TWO SIGNERS, USE Additional Signature Addendum (C.A.R. Form ASA).

☐ **GUARANTEE:** In consideration of the execution of this Agreement by and between Housing Provider and Tenant and for valuable consideration, receipt of which is hereby acknowledged, the undersigned ("Guarantor") does hereby: **(i)** guarantee unconditionally to Housing Provider and Housing Provider's agents, successors and assigns, the prompt payment of Rent or other sums that become due pursuant to this Agreement, including any and all court costs and attorney fees included in enforcing the Agreement; **(ii)** consent to any changes, modifications or alterations of any term in this Agreement agreed to by Housing Provider and Tenant; and **(iii)** waive any right to require Housing Provider and/or Housing Provider's agents to proceed against Tenant for any default occurring under this Agreement before seeking to enforce this Guarantee.

Guarantor (Print Name) _____
Guarantor _____ Date _____
Address _____ City _____ State _____ Zip _____
Telephone _____ Text _____ E-mail _____

51. Housing Provider (owner or ☐ agent for owner) agrees to rent the Premises on the above terms and conditions.

A. ☒ ENTITY HOUSING PROVIDER: (Note: If this paragraph is completed, a Representative Capacity Signature Disclosure (C.A.R. Form RCSD) is not required for the Legally Authorized Signers designated below.)

(1) **Non-Individual (entity) Housing Provider:** One or more Housing Providers is a trust, corporation, LLC, probate estate, partnership, holding a power of attorney or other entity.

(2) **Full entity name:** The following is the full name of the entity (if a trust, enter the complete trust name; if under probate, enter full name of the estate, including case #): City of Oakley .

(3) **Contractual Identity of Housing Provider:** For purposes of this Agreement, when the name described below is used it shall be deemed to be the full entity name.

(A) If a trust: The trustee(s) of the trust or a simplified trust name (ex. John Doe, co-trustee, Jane Doe, co-trustee or Doe Revocable Family Trust);

(B) If Property is sold under the jurisdiction of a probate court: The name of the executor or administrator, or a simplified probate name (John Doe, executor, or Estate (or Conservatorship) of John Doe).

(4) **Legally Authorized Signer:**

(A) This Agreement is being Signed by a Legally Authorized Signer in a representative capacity and not in an individual capacity. See **paragraph 47** for additional terms.

(B) The name(s) of the Legally Authorized Signer(s) is/are: Joshua McMurray , .

B. HOUSING PROVIDER SIGNATURE(S):

(Signature) By, _____ Date: _____

Printed name of Housing Provider: City of Oakley

☒ Printed Name of Legally Authorized Signer: Joshua McMurray Title, if applicable, _____

Address _____ City _____ State ____ Zip _____

Telephone _____ Text _____ E-mail propertymanagement@RidgeWaterRealty.com

(Signature) By, _____ Date: _____

Printed name of Housing Provider: _____

☐ Printed Name of Legally Authorized Signer: _____ Title, if applicable, _____

Address _____ City _____ State ____ Zip _____

Telephone _____ Text _____ E-mail _____

☐ IF MORE THAN TWO SIGNERS, USE Additional Signature Addendum (C.A.R. Form ASA).

Tenant's Initials _____ / _____ Housing Providers Initials _____ / _____

REAL ESTATE BROKERS:

A. Real estate brokers who are not also Housing Provider under this Agreement are not parties to the Agreement between Housing Provider and Tenant.

B. Agency relationships are confirmed in **paragraph 41**.

C. BROKER COMPENSATION: Housing Provider's Broker and Tenant's Broker agrees to accept the compensation, as specified in **paragraph 42** or in a separate written agreement.

Real Estate Broker (Tenant's Firm) RidgeWater Real Estate DRE Lic. # 01823871

By (Agent) David Hansen DRE Lic. # 01777243 Date _____

Address 2170 Main St Suite C City Oakley State Ca Zip 94561

Telephone (925)872-9625 Text _____ E-mail PropertyManagement@RidgeWaterRealty.com

Real Estate Broker (Housing Provider's Firm) RidgeWater Real Estate DRE Lic. # 01823871

By (Agent) David Hansen DRE Lic. # 01777243 Date _____

Address 2170 Main St Suite C City Oakley State Ca Zip 94561

Telephone (925)872-9625 Text _____ E-mail PropertyManagement@RidgewaterRealty.com

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EQUAL HOUSING OPPORTUNITY

BED BUG DISCLOSURE

California Civil Code §1954.603
(C.A.R. Form BBD, Revised 6/23)

The following terms and conditions are hereby incorporated in and made a part of the Residential Lease or Month-to-Month Rental Agreement, OR ☐ Residential Lease After Sale, ☐ Other _____ ("Agreement"), dated ***01/29/2026***, on property known as ***5890 Jersey Island Rd, Oakley, Ca 94561*** _____,
in which ***Carlos Solis*** is referred to as "Tenant" and ***City of Oakley*** is referred to as "Housing Provider".

INFORMATION ABOUT BED BUGS:

1. **Bed Bug Appearance:** Bed bugs have six legs. Adult bed bugs have flat bodies about 1/4 of an inch in length. Their color can vary from red and brown to copper colored. Young bed bugs are very small. Their bodies are about 1/16 of an inch in length. They have almost no color. When a bed bug feeds, its body swells, may lengthen, and becomes bright red, sometimes making it appear to be a different insect. Bed bugs do not fly. They can either crawl or be carried from place to place on objects, people, or animals. Bed bugs can be hard to find and identify because they are tiny and try to stay hidden.
2. **Life Cycle and Reproduction:** An average bed bug lives for about 10 months. Female bed bugs lay one to five eggs per day. Bed bugs grow to full adulthood in about 21 days.
3. Bed bugs can survive for months without feeding.
4. **Bed Bug Bites:** Because bed bugs usually feed at night, most people are bitten in their sleep and do not realize they were bitten. A person's reaction to insect bites is an immune response and so varies from person to person. Sometimes the red welts caused by the bites will not be noticed until many days after a person was bitten, if at all.
5. **Common signs and symptoms of a possible bed bug infestation:**
   - Small red to reddish brown fecal spots on mattresses, box springs, bed frames, mattresses, linens, upholstery, or walls.
   - Molted bed bug skins, white, sticky eggs, or empty eggshells.
   - Very heavily infested areas may have a characteristically sweet odor.
   - Red, itchy bite marks, especially on the legs, arms, and other body parts exposed while sleeping. However, some people do not show bed bug lesions on their bodies even though bed bugs may have fed on them.
6. For more information, see the Internet Web sites of the United States Environmental Protection Agency and the National Pest Management Association.
7. **Tenant shall report suspected infestations by bed bugs to the Housing Provider or Property Manager** at the mailing, or email address or phone number provided in the Agreement and cooperate with any inspection for and treatment of bed bugs.
8. Housing Provider will notify tenants of any units inspected by a pest control operator of the findings by such an operator within 2 business days of the receipt of the findings. All Tenants will be notified of confirmed infestations within common areas.

Tenant agrees to release, indemnify, hold harmless and forever discharge Housing Provider and Housing Provider's employees, agents, successors and assigns from any and all claims, liabilities or causes of action of any kind that Tenant, members of Tenant's household or Tenant's guests or invitees may have at any time against Housing Provider or Housing Provider's agents resulting from the presence of bedbugs due to Tenant's failure to comply with this Bed Bug Disclosure.

The foregoing terms and conditions are hereby agreed to, and the undersigned acknowledge receipt of a copy of this document.

Tenant (Signature) _____ Date _____
Carlos Solis

Tenant (Signature) _____ Date _____

Housing Provider (Signature) _____ Date _____
City of Oakley

Housing Provider (Signature) _____ Date _____

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EQUAL HOUSING OPPORTUNITY

BBD REVISED 6/23 (PAGE 1 OF 1)

TENANT FLOOD HAZARD DISCLOSURE

(C.A.R. Form TFHD, Revised 6/23)

The following terms and conditions are hereby incorporated in and made a part of the Residential Lease or Month-to-Month Rental Agreement, OR ☐ Residential Lease After Sale, ☐ Other _____, dated ***01/29/2026***, on property known as ***5890 Jersey Island Rd, Oakley, Ca 94561***, in which ***Carlos Solis*** is referred to as ("Tenant") and ***City of Oakley*** is referred to as ("Housing Provider").

INFORMATION ABOUT FLOOD HAZARDS: Tenant is informed of the following:

1. **The Property is not located in a special flood hazard area or an area of potential flooding.**

OR ☒ The Property is located in a special flood hazard area or an area of potential flooding. Property is deemed to be in a special flood hazard area or area of potential flooding if any of the following scenarios apply:

   A. The owner has actual knowledge of that fact.
   B. The owner has received written notice from any public agency stating that the Property is located in a special flood hazard area or an area of potential flooding.
   C. The Property is located in an area in which the owner's mortgage holder requires the owner to carry flood insurance.
   D. The owner currently carries flood insurance.

2. The tenant may obtain information about hazards, including flood hazards, that may affect the Property from the Internet Web site of the Office of Emergency Services, My Hazards Tool (http://myhazards.caloes.ca.gov).
3. The owner's insurance does not cover the loss of the tenant's personal possessions and it is recommended that the tenant consider purchasing renter's insurance and flood insurance to insure his or her possessions from loss due to fire, flood, or other risk of loss.
4. The owner is not required to provide additional information concerning the flood hazards to the Property and that the information provided pursuant to this section (California Government Code section 8589.45) is deemed to inform the tenant.

The foregoing terms and conditions are hereby agreed to, and the undersigned acknowledge receipt of a copy of this document.

Tenant (Signature) _____ Date _____
Carlos Solis

Tenant (Signature) _____ Date _____

Housing Provider (Signature) _____ Date _____
City of Oakley

Housing Provider (Signature) _____ Date _____

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EQUAL HOUSING OPPORTUNITY

RENT CAP AND JUST CAUSE ADDENDUM

(Note: State or local laws may limit the availability of certain exemptions. Check with a qualified California real estate attorney before proceeding.)

(C.A.R. Form RCJC, Revised 6/23)

The following terms and conditions are hereby incorporated and made part of the Residential Lease or Month-to-Month Rental Agreement dated ***01/29/2026*** on property known as ***5890 Jersey Island Rd, Oakley, Ca 94561*** in which ***Carlos Solis*** is referred to as "Tenant" and ***City of Oakley*** is referred to as "Housing Provider".

I. RENT CAP AND JUST CAUSE ADDENDUM TERMS

With certain exemptions, Housing Provider may be subject to the rent cap and just cause eviction provisions of the Civil Code. Housing Provider informs Tenant of the following:

California law limits the amount your rent can be increased. See § 1947.12 of the Civil Code for more information. California law also provides that after all of the tenants have continuously and lawfully occupied the property for 12 months or more or at least one of the tenants has continuously and lawfully occupied the property for 24 months or more, a housing provider must provide a statement of cause in any notice to terminate a tenancy. See § 1946.2 of the Civil Code for more information.

II. EXEMPTIONS TO BOTH RENT CAP REQUIREMENTS AND JUST CAUSE EVICTIONS*:

1. Housing that has been issued a certificate of occupancy within the previous 15 years.
2. A property containing two separate dwelling units (excluding ADUs and junior ADUs) within a single structure in which one of the units was Owner occupied at the commencement and throughout the tenancy.
3. **Single Family Residential** property (including a condominium and units in planned developments) that is alienable separate from the title to any other dwelling unit if the notice below is checked and delivered to the Tenant:

☐ **Notice of Exemption:** This property is not subject to the rent limits imposed by § 1947.12 of the Civil Code and is not subject to the just cause requirements of § 1946.2 of the Civil Code. This property meets the requirements of §§ 1947.12 (d)(5) and 1946.2 (e)(8) of the Civil Code AND the Owner is not any of the following: (1) a real estate investment trust, as defined by § 856 of the Internal Revenue Code; (2) a corporation; or (3) a limited liability company in which at least one member is a corporation.

III. ADDITIONAL EXEMPTIONS ONLY APPLICABLE TO JUST CAUSE EVICTIONS*:

1. Housing accommodations in which the Tenant shares bathroom or kitchen facilities with the Owner who maintains their principal residence at the residential real property.
2. Single-family Owner-occupied residences, including a residence in which the Owner-occupant rents or leases no more than two units or bedrooms, including, but not limited to, an accessory dwelling unit.

IV. RENT CAP REQUIREMENTS

1. Subject to certain provisions of Civil Code § 1947.12 subdivision (b), an Owner of real property shall not increase the rental rate for that property more than 5 percent plus the percentage change in the cost of living, or 10 percent, whichever is lower, of the lowest rental amount charged for that property at any time during the 12 months prior to the effective date of the increase.
2. If the same Tenant remains in occupancy over any 12-month period, the gross rental rate shall not be increased in more than two increments over that 12-month period.
3. For a new tenancy in which no Tenant from the prior tenancy remains, the Owner may establish the initial rate not subject to **paragraph 1** of this section. **Paragraph 1** of this section is only applicable to subsequent increases after the initial rental rate has been established.

V. JUST CAUSE REASONS FOR TERMINATION OF TENANCY

1. **"At-Fault" Reasons:**
   - **A.** Default in payment of rent.
   - **B.** Breach of a material term of the lease, as described in Code of Civil Procedure § 1161, paragraph (3), including but not limited to, violation of a provision of the lease after being issued a written notice to correct the violation.

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C. Maintaining, committing, or permitting the maintenance of a nuisance as described in Code of Civil Procedure § 1161, paragraph (4).
D. Committing waste as described in Code of Civil Procedure § 1161, paragraph (4).
E. The Tenant had a written lease that terminated on or after January 1, 2020, and after a written request or demand from the Owner, the Tenant refused to execute a written extension or renewal of the lease for an additional term of similar duration with similar provisions, provided that those terms do not violate § 1946.1 or any other provision of law.
F. Criminal activity by the Tenant on the residential real property, including any common areas, or any criminal threat, as defined in Penal Code § 422, subdivision (a), directed to any Owner or agent of the Owner of the premises.
G. Assigning or subletting the premises in violation of the Tenant's lease.
H. The Tenant's refusal to allow the Owner to enter the residential real property pursuant to a request consistent with Civil Code §§ 1101.5 and 1954, and Health and Safety Code §§ 13113.7 and 17926.1.
I. Using the premises for an unlawful purpose as described in Code of Civil Procedure § 1161, paragraph (4).
J. When the Tenant fails to deliver possession of the residential real property after providing the Owner written notice of Tenant's intention to terminate the hiring of real property or makes a written offer to surrender that is accepted in writing by the Housing Provider, but fails to deliver possession at the time specified in that written notice.

2. "No-fault" Reasons:
A. Intent to occupy the residential real property by the Owner or their spouse, domestic partner, children, grandchildren, parents or grandparents (Owner/family move-in). Tenant and Owner hereby agree that the Owner shall have the right to terminate the lease if the Owner, or their spouse, domestic partner, children, grandchildren, parents or grandparents, unilaterally decide to occupy the residential property. Owner may terminate the lease at the end of a fixed term or any time during a month to month tenancy by giving the appropriate notice.
B. Withdrawal of the Premises from the rental market. Owner may terminate the lease at the end of a fixed term or any time during a month to month tenancy by giving the appropriate notice.
C. Unsafe habitation, as determined by a government agency that has issued an order to vacate, or to comply, or other order that necessitates vacating the residential property.
D. Intent to demolish or substantially remodel the residential real property. "Substantially remodel" means the replacement or substantial modification of any structural, electrical, plumbing, or mechanical system that requires a permit that cannot be accomplished in a safe manner with the Tenant in place, and that requires Tenant to vacate the residential real property for at least 30 days. Cosmetic improvements alone do not qualify.

3. Just Cause Notices:
A. Curable "At-Fault" Reasons: Before the Owner can terminate the tenancy for an At-Fault Just Cause violation that is curable, the Owner must first provide notice to cure giving the Tenant an opportunity to cure the violation pursuant to Code of Civil Procedure § 1161, paragraph (3).
B. Tenant Payments Pursuant to "No-Fault" Eviction: (1) If Owner issues a termination of tenancy under a No-Fault Just Cause, Owner notifies Tenant of the right to direct payment relocation assistance equal to one month of the Tenant's rent in effect at the time of the termination and shall be provided within 15 calendar days of service of the notice. **(2)** In lieu of direct payment, Owner may waive the payment of rent for the final month of tenancy prior to the rent becoming due. The notice shall state the amount of rent waived and that no rent is due for the final month of tenancy.

***NOTE: Other exemptions under the Civil Code may apply. Additionally, this property may be subject to local rent cap and just cause eviction controls, which may impose additional restrictions. Housing Provider is strongly advised to seek counsel from a qualified California real estate attorney, who is familiar with the law where the property is located, prior to serving any notice.**

The undersigned acknowledge a copy of this document and agree that the terms specified in Sections I, II(3), if checked, and V(3) are made a part of the lease or rental agreement specified above.

Tenant (Signature) _____ Date _____
Carlos Solis

Tenant (Signature) _____ Date _____

Housing Provider (Signature) _____ Date _____
City of Oakley

Housing Provider (Signature) _____ Date _____

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EQUAL HOUSING OPPORTUNITY

OFFER OF TENANT POSITIVE RENTAL PAYMENT REPORTING

(C.A.R. Form TRPR, Revised 6/25)

The following terms and conditions are hereby incorporated in and made a part of the Residential Lease or Month-to-Month Rental Agreement, OR ☐ Residential Lease After Sale, ☐ Other _____ ("Agreement"), dated ***01/29/2026***, on property located at (Street Address) ***5890 Jersey Island Rd*** (Unit/Apartment) _____ (City) ***Oakley*** (State) ***Ca*** (Zip Code) ***94561*** ("Premises"), between ***Carlos Solis*** ("Tenant") and ***City of Oakley*** ("Housing Provider").

The term "Housing Provider" may include Rental Property Owner or agent.

1. **TENANT RIGHT TO REQUEST THAT HOUSING PROVIDER REPORT TENANT'S POSITIVE RENTAL PAYMENTS TO A NATIONWIDE CONSUMER REPORTING AGENCY:**
   - **A.** Tenant has the right to request that Housing Provider report tenant's positive rental payment information to at least one nationwide consumer reporting agency. Positive rental payment information means information regarding a tenant's complete AND timely payment of rent (Civil Code § 1954.07).
   - **B.** Housing Provider **shall** comply with a tenant's request for positive rental payment information reporting to a nationwide reporting agency in either of the following two scenarios:
     (1) If the Premises is located in a rental property that contains 16 or more residential units; **OR**
     (2) If the Premises is located in a rental property that contains 15 or fewer residential units **and** BOTH of the following apply:
       (i) Housing Provider owns more than one residential rental property, regardless of the number of units; **AND**
       (ii) Housing Provider is a real estate investment trust, a corporation or a limited liability company in which at least one member is a corporation.
   - **C.** Housing Provider is not required to but may voluntarily comply with the tenant's request in other scenarios.

   ☐ **Notice of Exemption:** Housing Provider is NOT required to report tenant's positive rental payment information to at least one nationwide consumer reporting agency. Housing Provider does not meet either of the criteria in **paragraph 1B**.

   Instructions: Parties may skip **paragraphs 2-9**. Tenant signatures in **paragraphs 10 or 11** are not needed and do not create a requirement for Housing Provider to comply with the request even if signed.

2. **POSITIVE RENTAL INFORMATION REPORTING IS OPTIONAL:** Tenant is not required to ask Housing Provider to report Tenant's positive rental payment information to a national reporting agency.
3. **TIME TO REQUEST POSITIVE RENTAL INFORMATION REPORTING:** Tenant may submit the election to have positive rental information reporting at any time.
4. **DIRECTION TO STOP POSITIVE RENTAL INFORMATION REPORTING:** If Tenant elects to have positive rental information reported, Tenant may instruct Housing Provider to stop positive rental payment information reporting at any time. However, if Tenant elects for Housing Provider to stop reporting positive rental payment information after previously electing to have such information reported, then Tenant may not require Housing Provider to resume positive rental information reporting for at least six months after making the request to opt-out of such reporting.
5. **NAME(S) OF REPORTING AGENCIES:** If Tenant elects positive rental information reporting, Housing Provider will report the information to the following consumer reporting agency(ies) ☐ TransUnion, ☐ Equifax, ☐ Experian, ☐ Other: _____ _____, ☐ Other: _____.
6. **HOW TO OPT-IN TO POSITIVE RENTAL INFORMATION REPORTING:** Tenant may elect to opt-in the positive rental information reporting by checking the Tenant Opt-In box in **paragraph 10** below, signing and dating in that box, and
   - **A.** Emailing a copy of this form with the Tenant Opt-In box completed to Housing Provider at the following email address: _____;

   OR B. ☐ This form was provided to Tenant by first-class United States mail. Tenant may opt-in to positive rental information reporting by mailing a copy of this form with the Tenant Opt-In box completed to Housing Provider, in the attached self-addressed, stamped envelope.
7. **HOW TO OPT-OUT OF POSITIVE RENTAL INFORMATION REPORTING:** Tenant may elect to opt-out of positive rental payment information reporting by checking the Tenant Opt-Out box in **paragraph 11** below, signing and dating in that box, and
   - **A.** Emailing a copy of this form with the Tenant Opt-Out box completed (or a separate document containing the same information, that is signed and dated by Tenant) to Housing Provider at the following email address: _____;

   OR B. ☐ Mailing a copy of this form with the Tenant Opt-Out box completed (or a separate document containing the same information, that is signed and dated by Tenant) to Housing Provider, at the following address: _____.
8. **ADDITIONAL COPIES OF THIS FORM:** Tenant may request additional copies of the written election of positive rental payment information reporting from the Housing Provider at any time. A housing provider that receives a request from a tenant pursuant to this paragraph shall comply with the request.

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9. SERVICE FEE FOR POSITIVE RENTAL INFORMATION REPORTING: If Tenant opts-in to positive rental information reporting:

A. Tenant shall pay Housing Provider a monthly service fee of $_____ (not to exceed $10.00 or the actual cost, whichever is lower). If the fee remains unpaid for 30 days or more, the Housing Provider may stop reporting the tenant's rental payments, and the tenant shall not elect positive rental payment information reporting again for a period of six months from the date on which the fee first became due.

OR B. ☐ No monthly service fee is required.

This form was provided to Tenant with a copy of the lease/rental agreement OR ☐ by first-class mail OR ☐ by email.

Housing Provider (Signature): _____ ***City of Oakley*** Date: _____

Housing Provider (Signature): _____ Date: _____

Tenant acknowledges a copy of this Offer of Tenant Positive Rental Payment Reporting form. Tenant may use paragraphs 10 or 11 below to opt-in or opt-out of such reporting. If the Notice of Exemption box is checked in paragraph 1, then Housing Provider has no obligation to follow any such request.

Tenant (Signature): _____ ***Carlos Solis*** Date: _____

Tenant (Signature): _____ Date: _____

The following paragraphs may be used to Opt-In or Opt-Out of positive rental information reporting by the Housing Provider. These may be done at the time of the lease or at any time during the tenancy, subject to the terms outlined in this form. If the Notice of Exemption box is checked in paragraph 1, then Housing Provider has no obligation to follow any such request, but may voluntarily do so.

10. OPT-IN to positive rental information reporting:

By signing below, Tenant acknowledges that they have read, understand, and have received a copy of this Offer of Tenant Positive Rental Payment Reporting.

Tenant elects to have Housing Provider report tenant positive rental payment information to the agencies specified above, agrees to pay the monthly fee above, if any, and understands that Tenant may withdraw this election at any time by following the Opt-Out procedure specified.

Tenant (Signature): _____ ***Carlos Solis*** Date: _____

Tenant (Signature): _____ Date: _____

OR

11. OPT-OUT of positive rental information reporting:

By signing below, Tenant acknowledges that they have read, understand, and have received a copy of this Offer of Tenant Positive Rental Payment Reporting.

Tenant elects to have Housing Provider **stop reporting** tenant positive rental payment information to the agencies specified above.

Tenant (Signature): _____ ***Carlos Solis*** Date: _____

Tenant (Signature): _____ Date: _____

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FAIR HOUSING AND DISCRIMINATION ADVISORY

(C.A.R. Form FHDA, Revised 12/24)

1. **EQUAL ACCESS TO HOUSING FOR ALL:** All housing in California is available to all persons. Discrimination as noted below is prohibited by law. Resources are available for those who have experienced unequal treatment under the law.
2. **FEDERAL AND STATE LAWS PROHIBIT DISCRIMINATION AGAINST IDENTIFIED PROTECTED CLASSES:**
   - **A.** FEDERAL FAIR HOUSING ACT ("FHA") Title VIII of the Civil Rights Act; 42 U.S.C. §§ 3601-3619; Prohibits discrimination in sales, rental or financing of residential housing against persons in protected classes;
   - **B.** CALIFORNIA FAIR EMPLOYMENT AND HOUSING ACT ("FEHA") California Government Code ("GC") §§ 12900-12996,12955; 2 California Code of Regulations ("CCR") §§ 12005-12271; Prohibits discrimination in sales, rental or financing of housing opportunity against persons in protected classes by providers of housing accommodation and financial assistance services as related to housing;
   - **C.** CALIFORNIA UNRUH CIVIL RIGHTS ACT ("Unruh") California Civil Code ("CC") § 51; Prohibits business establishments from discriminating against, and requires full and equal accommodation, advantages, facilities, privileges, and services to persons in protected classes;
   - **D.** AMERICANS WITH DISABILITIES ACT ("ADA") 42 U.S.C. §§ 12181-12189; Title III of the ADA prohibits discrimination based on disability in public accommodations; and
   - **E.** OTHER FAIR HOUSING LAWS: § 504 of Rehabilitation Act of 1973 29 U.S.C. § 794; Ralph Civil Rights Act CC § 51.7; California Disabled Persons Act; CC §§ 54-55.32; any local city or county fair housing ordinances, as applicable.
3. **POTENTIAL LEGAL REMEDIES FOR UNLAWFUL DISCRIMINATION: Violations of fair housing laws may result in monetary civil fines, injunctive relief, compensatory and/or punitive damages, and attorney fees and costs.**
4. **PROTECTED CLASSES/CHARACTERISTICS:** Whether specified in Federal or State law or both, discrimination against persons based on that person's belonging to, association with, or perceived membership in, certain classes or categories, such as the following, is prohibited. Other classes, categories or restrictions may also apply.

Race (and race traits)	Color	Ancestry	National Origin	Religion
Age	Sex, Sexual Orientation	Gender, Gender Identity, Gender expression	Marital Status	Familial Status (family with a child or children under 18)
Citizenship	Immigration Status	Primary Language	Military/Veteran Status	Source of Income (e.g., Section 8 Voucher)
Medical Condition	Disability (Mental & Physical)	Genetic Information	Criminal History (non-relevant convictions)	Any Arbitrary Characteristic or Intersectionality

5. **THE CALIFORNIA DEPARTMENT OF REAL ESTATE REQUIRES TRAINING AND SUPERVISION TO PREVENT HOUSING DISCRIMINATION BY REAL ESTATE LICENSEES:**
   - **A.** California Business & Professions Code ("B&PC") § 10170.5(a)(4) requires 3 hours of training on fair housing for DRE license renewal; Real Estate Regulation § 2725(f) requires brokers who oversee salespersons to be familiar with the requirements of federal and state laws relating to the prohibition of discrimination.
   - **B.** Violation of DRE regulations or real estate laws against housing discrimination by a real estate licensee may result in the loss or suspension of the licensee's real estate license. B&PC §10177(I)(1); 10 CCR § 2780
6. **REALTOR® ORGANIZATIONS PROHIBIT DISCRIMINATION**: NAR Code of Ethics Article 10 prohibits discrimination in employment practices or in rendering real estate license services against any person because of race, color, religion, sex, disability, familial status, national origin, sexual orientation, or gender identity by REALTORS®.
7. **WHO IS REQUIRED TO COMPLY WITH FAIR HOUSING LAWS?**
   Below is a non-exclusive list of providers of housing accommodations or financial assistance services as related to housing who are most likely to be encountered in a housing transaction and who must comply with fair housing laws.
   - Sellers
   - Real estate licensees
   - Mobilehome parks
   - Insurance companies
   - Landlords/Housing Providers
   - Real estate brokerage firms
   - Homeowners Associations ("HOAs");
   - Government housing services
   - Sublessors
   - Property managers
   - Banks and Mortgage lenders
   - Appraisers
8. **EXAMPLES OF CONDUCT THAT MAY NOT BE MOTIVATED BY DISCRIMINATORY INTENT BUT COULD HAVE A DISCRIMINATORY EFFECT:**
   - **A.** Prior to acceptance of an offer, asking for or offering buyer personal information or letters from the buyer, especially with photos. Those types of documents may inadvertently reveal, or be perceived as revealing, protected status information thereby increasing the risk of **(i)** actual or unconscious bias, and **(ii)** potential legal claims against sellers and others by prospective buyers whose offers were rejected.
   - **B.** Refusing to rent **(i)** an upper-level unit to an elderly tenant out of concern for the tenant's ability to navigate stairs or **(ii)** a house with a pool to a person with young children out of concern for the children's safety.
9. **EXAMPLES OF UNLAWFUL OR IMPROPER CONDUCT BASED ON A PROTECTED CLASS OR CHARACTERISTIC:**
   - **A.** Refusing to negotiate for a sale, rental or financing or otherwise make a housing opportunity unavailable; failing to present offers due to a person's protected status;
   - **B.** Refusing or failing to show, rent, sell or finance housing; "channeling" or "steering" a prospective buyer or tenant to or away from a particular area due to that person's protected status or because of the racial, religious or ethnic composition of the neighborhood;
   - **C.** "Blockbusting" or causing "panic selling" by inducing a listing, sale or rental based on the grounds of loss of value of property, increase in crime, or decline in school quality due to the entry or prospective entry of people in protected categories into the neighborhood;
   - **D.** Making any statement or advertisement that indicates any preference, limitation, or discrimination;

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E. Inquiring about protected characteristics (such as asking tenant applicants if they are married, or prospective purchasers if they have children or are planning to start a family);
F. Using criminal history information before otherwise affirming eligibility, and without a legally sufficient justification;
G. Failing to assess financial standards based on the portion of the income responsible by a tenant who receives government subsidies (such as basing an otherwise neutral rent to income ratio on the whole rent rather than just the part of rent that is the tenant's responsibility);
H. Denying a home loan or homeowner's insurance;
I. Offering inferior terms, conditions, privileges, facilities or services;
J. Using different qualification criteria or procedures for sale or rental of housing such as income standards, application requirements, application fees, credit analyses, sale or rental approval procedures or other requirements;
K. Harassing a person;
L. Taking an adverse action based on protected characteristics;
M. Refusing to permit a reasonable modification to the premises, as requested by a person with a disability (such as refusing to allow a tenant who uses a wheelchair to install, at their expense, a ramp over front or rear steps, or refusing to allow a tenant with a disability from installing, at their own expense, grab bars in a shower or bathtub);
N. Refusing to make reasonable accommodation in policies, rules, practices, or services for a person with a disability (such as the following, if an actual or prospective tenant with a disability has a service animal or support animal):
(i) Failing to allow that person to keep the service animal or emotional support animal in rental property,
(ii) Charging that person higher rent or increased security deposit, or
(iii) Failing to show rental or sale property to that person who is accompanied by the service animal or support animal, and;
O. Retaliating for asserting rights under fair housing laws.

10. EXAMPLES OF POSITIVE PRACTICES:
A. Real estate licensees working with buyers or tenants should apply the same objective property selection criteria, such as location/neighborhood, property features, and price range and other considerations, to all prospects.
B. Real estate licensees should provide complete and objective information to all clients based on the client's selection criteria.
C. Real estate licensees should provide the same professional courtesy in responding to inquiries, sharing of information and offers of assistance to all clients and prospects.
D. Housing providers should not make any statement or advertisement that directly or indirectly implies preference, limitation, or discrimination regarding any protected characteristic (such as “no children” or “English-speakers only”).
E. Housing providers should use a selection process relying on objective information about a prospective buyer's offer or tenant's application and not seek any information that may disclose any protected characteristics (such as using a summary document, e.g. C.A.R. Form SUM-MO, to compare multiple offers on objective terms).

11. FAIR HOUSING RESOURCES: If you have questions about your obligations or rights under the Fair Housing laws, or you think you have been discriminated against, you may want to contact one or more of the sources listed below to discuss what you can do about it, and whether the resource is able to assist you.
A. Federal: **https://www.hud.gov/program_offices/fair_housing_equal_opp**
B. State: **https://calcivilrights.ca.gov/housing/**
C. Local: local Fair Housing Council office (non-profit, free service)
D. DRE: **https://www.dre.ca.gov/Consumers/FileComplaint.html**
E. Local Association of REALTORS®. List available at: **https://www.car.org/en/contactus/rosters/localassociationroster**.
F. Any qualified California fair housing attorney, or if applicable, landlord-tenant attorney.

12. LIMITED EXCEPTIONS TO FAIR HOUSING REQUIREMENTS: No person should rely on any exception below without first seeking legal advice about whether the exception applies to their situation. Real estate licensees are not qualified to provide advice on the application of these exceptions.
A. Legally compliant senior housing is exempt from FHA, FEHA and Unruh as related to age or familial status only;
B. An owner of a single-family residence who resides at the property with one lodger may be exempt from FEHA for rental purposes, PROVIDED **no real estate licensee is involved** in the rental;
C. An owner of a single-family residence may be exempt from FHA for sale or rental purposes, PROVIDED **(i) no real estate licensee is involved** in the sale or rental and **(ii)** no discriminatory advertising is used, and **(iii)** the owner owns no more than three single-family residences. Other restrictions apply;
D. An owner of residential property with one to four units who resides at the property, may be exempt from FHA for rental purposes, PROVIDED **no real estate licensee is involved** in the rental; and
E. Both FHA and FEHA do not apply to roommate situations. See, *Fair Housing Council v Roommate.com LLC*, 666 F.3d 1216 (2019).
F. Since both the 14th Amendment of the U.S. Constitution and the Civil Rights Act of 1866 prohibit discrimination based on race; the FHA and FEHA exemptions do not extend to discrimination based on race.

Buyer/Tenant and Seller/Housing Provider have read, understand and acknowledge receipt of a copy of this Fair Housing & Discrimination Advisory.

Buyer/Tenant _____ ***Carlos Solis*** Date _____

Buyer/Tenant _____ Date _____

Seller/Housing Provider _____ ***City of Oakley*** Date _____

Seller/Housing Provider _____ Date _____

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Information on Dampness and Mold for Renters in California

Main points:

- Living in damp or moldy buildings increases the chances of respiratory problems like asthma.
- The critical warning signs are visible mold, water damage, damp materials, or mold smell.
- Dampness is needed for mold to grow, so if you control the dampness, you control the mold.
- Dampness or mold indoors may make housing substandard, per the California Health & Safety Code.



Beginning January 1, 2022, residential landlords shall provide this booklet to prospective residential tenants prior to entering the rental or lease agreement, in accordance with the 2001 Toxic Mold Protection Act (HSC #26148). This booklet, which explains the potential health risks and health impacts that may result from exposure to mold, was produced by the California Department of Public Health (CDPH) in 2020, in both English and Spanish versions.

Health Problems from Damp or Moldy Buildings

Living or working in damp or moldy buildings increases the risk of many harmful health problems, including:

- asthma attacks in people who already have asthma
- a new asthma diagnosis
- respiratory infections, such as bronchitis
- breathing symptoms, such as hay fever, sneezing, stuffy nose, sore throat, wheezing, breathing difficulty, or cough
- eczema or skin rash

Mold can affect people differently. How much a person is affected depends on how sensitive they are and on how much they are exposed. Damp or moldy buildings are linked to health problems in people even if they do not have allergies.

Signs of Dampness or Mold

Signs of dampness or mold that may cause health problems include:

- **visible mold** (regardless of color), such as on walls or ceilings, behind furniture or appliances, under carpets, or even hidden in areas not seen in the occupied areas of homes
- **mold odor**, noticed as an earthy, musty, or moldy smell
- **visible water damage**, such as water-stains or discoloration on walls or ceilings, peeling or bubbled paint, warped floors, or rotting wood
- **damp or moist materials**, including condensation on windows or walls

Any one of these signs indicates increased risks to health, and the more that any of them are present, the greater the risk of health problems. Tests that identify the types of mold or the amounts of mold in buildings are not useful in telling us about the health risks. This is *why CDPH does not recommend testing for mold, such as measuring mold spores in the air.*



CDPH

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Causes of Building Dampness that Can Allow Mold to Grow

The dampness that is necessary for indoor mold to grow can come from either inside or outside a building.

Indoor sources include:

- leaking or burst water pipes, for instance under sinks inside walls
- not enough venting to the outside by open windows or exhaust fans in places where water is used or moisture is produced (for example, bathrooms, laundry areas, kitchens, and water heaters)
- condensation (water droplets) on cold surfaces, including windows

Outdoor sources include:

- water coming in through leaky roofs or poorly-sealed windows, or from flooding
- damp, exposed dirt in crawl spaces
- outdoor surfaces that slope and drain water toward a building, including from a downspout





Fixing Dampness and Mold Problems

The California Health & Safety Code (HSC §17920.3) says that when dampness or visible mold (or certain other conditions) in a home is a hazard to the health of occupants, the home is *substandard* and the property owner must fix the conditions. The Code excludes mold that is "minor and found on surfaces that accumulate moisture as part of their properly functioning and intended use."

CDPH recommends fixing dampness and mold problems as follows:

- identifying and correcting the source of any water that may allow mold to grow
- rapid drying or removal of damp materials
- cleaning or removing mold and moldy materials as rapidly and safely as possible

Note: if a moldy area is simply bleached, cleaned, or painted over—without fixing the source of the dampness—the mold is likely to grow again.

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Renters in California

The California Health & Safety Code requires property owners to provide a rental unit that is safe and healthy for the people living in it. Prospective renters should look for obvious conditions that show dampness or mold, and also less obvious signs like water leaks under the kitchen and bathroom sinks or moldy odor in a sealed-up home. Also look for conditions likely to cause future problems, like a bathroom that has no working vent fan or no window that opens, or a clothes dryer without an outside vent.

For renters who suspect there is dampness or mold:

1. Tell the property owner or manager. Early detection and correction of the dampness and mold problems can reduce the risks to your health and prevent the problem from getting worse.

2. If your property owner will not respond to your concerns in a reasonable amount of time, contact your local (city or county) code enforcement agency and ask for a code enforcement officer to inspect for violations. Many dampness or mold problems in rental homes are the responsibility of the property owner and must be addressed by them. However, a code enforcement officer may determine that dampness or mold in a building results from a tenant's actions or inactions – for instance, not using available bathroom ventilation during showers.

3. If the local inspector determines there is a violation, they can require the property owner to correct the problem.

Additional Resources

For general information on dampness and mold and a list of local code enforcement agencies, with a focus on dampness and mold, see www.cdph.ca.gov/iaq/mold. To see an animated video series, Mold in the Home, visit www.cdph.ca.gov/mold.

Property owners must provide a rental unit that is safe and healthy for the people living in it.

Tenants must notify property owners of any dampness or mold problems.

For more information, visit CDPH website (www.cdph.ca.gov/Pages/contact_us.aspx)

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CALIFORNIA ASSOCIATION OF REALTORS®

ADDENDUM No. A

(C.A.R. Form ADM, Revised 6/25)

The following terms and conditions are hereby incorporated in and made a part of the Purchase agreement, OR [X] Residential Lease or Month-to-Month Rental Agreement, [ ] Other _____, dated January 29, 2026, on property known as 5890 Jersey Island Rd Oakley, Ca 94561 ("Property/Premises"), between Carlos Solis ("Buyer/Tenant") and City of Oakley ("Seller/Housing Provider"). The term "Housing Provider" also includes Landlord or Rental Property Owner. Buyer/Tenant and Seller/Housing Provider are referred to as the "Parties."

FORM USE NOTES: This form is intended to be used in Buyer-Seller or Tenant-Housing Provider transactions. For all other situations requiring an addendum, use an Addendum - Generic (C.A.R. form ADM-GEN).

- A change or addition to a previously provided Seller Property Questionnaire (SPQ), Real Estate Transfer Disclosure Statement (TDS), or other disclosure, may be made on an Amendment to Prior Disclosure (C.A.R. Form APD), and it may give the Buyer a right to rescind.
- To change the terms of already executed agreement, use the Amendment to Existing Agreement (C.A.R. form AEA).

1. Any approved pet(s) will be controlled within the home and yard.
2. Resident agrees to indemnify and hold landlord harmless from any and all claims made against them by reason of the admittance of a pet.
3. No smoking in the home or on the property.
4. Renters insurance is required per contract and Ridgewater Real Estate and Owner "City of Oakley" need to be listed as additional insured.
5. Utilities to be in tenants name

The following terms and conditions are added to the lease terms:

Use and Maintenance:

The Tenant is Responsible for the cleaning and maintaining of all items used by them to keep them in proper working condition as they were at the time of Move-in. This includes Faucets, Fixtures, Toilets, Drains, Switches, Bulbs, Appliances, Electrical Outlets, Doors, Windows, Screens, Blinds, Garage Remotes, Filters, Sprinkler Heads and any other items prone to wear and tear. The Owner is responsible for the HVAC, Water Heater, Roof and Structural items. Any item found not to be in proper working order by the Tenant must be reported within 30 days of move-in.

By signing below, Buyer and Seller acknowledge that each has received a copy of this Addendum, and each has read, understands, and agrees to its terms.

Buyer/Tenant Carlos Solis Date _____

Buyer/Tenant _____ Date _____

Seller/Housing Provider City of Oakley Date _____

Seller/Housing Provider _____ Date _____

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ADM REVISED 6/25 (PAGE 1 OF 1)

EQUAL HOUSING OPPORTUNITY

NOTICE OF CHANGE IN TERMS OF TENANCY INSTRUCTIONS

THE TENANT PROTECTION ACT OF 2019, aka AB 1482, ("TPA"): The TPA **(i)** imposed limits on the amount a property owner can increase rent to a residential tenant ("Rent Cap") and **(ii)** identified a limited number of reasons that a property owner may terminate a tenancy and evict a tenant ("Just Cause"). Exemptions exist to both the Rent Cap and Just Cause laws.

Common Exemptions: Under the TPA, the most common exemptions from just cause eviction laws are: (1) separately alienable single-family dwellings, including a condominium, as long as the property is not owned by ● a corporation: ● a limited liability company with a corporate member; or ● a real estate investment trust. For this exemption to apply, the Housing Provider must first give the tenant applicable notice of the exemption; (2) dwellings built in the previous 15 years prior to this notice; (3) a duplex in which one of the units was owner occupied at the commencement and throughout the tenancy; (4) single family owner occupied residences in which the owner rents no more than two units or bedrooms, including accessory dwelling units or junior accessory dwelling units; and (5) housing accommodations in which the tenant shares bathroom or kitchen facilities with the owner. Other exemptions may be applicable.

USE OF FORM AND TPA: In **paragraph** 1, identify if the Property or tenancy is covered by the TPA. If it is, fill out **paragraph 2.** If Property or tenancy is NOT covered by the TPA, fill out **paragraph 3.** This form is not intended for use in commercial tenancies and shall not be used if the tenant is a Qualified Commercial Tenant. **If property owner is uncertain whether the property or tenancy is exempt from the TPA, property owner is advised to seek legal counsel from a qualified California real estate attorney who is familiar with the TPA.**

USE OF FORM OR ALTERNATIVE: Housing Provider is advised to review the existing lease agreement and compare it with the most recent version available. Laws may have changed since the commencement of the lease. Further, the terms of the agreement may have been modified over time. Housing Provider is advised to seek legal counsel from a qualified local landlord tenant attorney about whether it is recommended to try to execute a new lease at this time or incorporate new terms as part of this Notice of Change in Terms of Tenancy.

LOCAL RENT AND EVICTION CONTROL WARNING: If the property where the Premises is located is subject to a city or county rent or eviction control ordinance or any eviction moratorium, or if housing provider does not know if the property is subject to a city or county rent or eviction control ordinance or moratorium, owner/agent is advised to seek legal counsel from a qualified local landlord tenant eviction attorney before serving this Notice.

REMOVE THIS INSTRUCTION PAGE BEFORE SERVING THE ATTACHED 2-PAGE FORM.

NOTICE OF CHANGE IN TERMS OF TENANCY

(C.A.R. Form CTT, Revised 6/23)

To: *Carlos Solis* ("Tenant")
and any other occupant(s) in possession of the premises located at:
(Street Address) *5890 Jersey Island Rd* (Unit/Apartment #) _____
(City) *Oakley* (State) *Ca* (Zip Code) *94561* ("Premises")

YOUR TENANCY IN THE PREMISES IS CHANGED AS FOLLOWS (All other terms and conditions of your tenancy shall remain unchanged):

The change shall take effect **30 days** from service of this Notice or on *04/01/2026*, or as otherwise specified, whichever is later.

1. APPLICABILITY OF THE TENANT PROTECTION ACT OF 2019, aka AB 1482, ("TPA"):

[X] **The Property or tenancy IS covered by the TPA.** See **paragraph 2.**
[ ] **The Property and tenancy are NOT covered by the TPA.** See **paragraph 3.**

2. PROPERTIES OR TENANCIES COVERED BY THE TPA: Housing Provider is advised to seek counsel from a qualified California real estate attorney before increasing the rent. Rental percentage increases referenced in this section are based on the increase from the lowest charged rent in the previous 12-month period.

A. Rent increase of 5% or less: The new rent shall be $ _____ per month.

B. Rent increase more than 5% but NO MORE than the maximum allowed by the TPA. The maximum increase in rent allowed over the previous 12-month period is calculated by using a formula established in the TPA (Civil Code §1947.12(g)) but in no event greater than 10%. **The new rent shall be** $ *584.00* per month.

3. PROPERTIES OR TENANCIES NOT SUBJECT TO THE TPA: Housing Provider is strongly advised to seek counsel from a qualified California real estate attorney who is familiar with the TPA before selecting either of the options below. Rental percentage increases referenced in this section are based on the increase from the lowest charged rent in the previous 12-month period.

A. Rent increase of no more than 10%: The new rent shall be $ _____ per month.

B. Rent increase greater than 10%: The new rent shall be $ _____ per month.
(Pursuant to California Civil Code §827, the change shall take effect **90 days** from service of this Notice or on _____, whichever is later.)

4. ALL PROPERTIES

A. Security deposit shall be increased by $ _____.

B. [ ] **Rent Cap and Just Cause Addendum** (C.A.R. form RCJC) is attached and incorporated into the lease or rental agreement.

C. Other Changes not including rent:

_____
_____
_____

Housing Provider (Owner or Agent) _____ Date _____

Housing Provider (Owner or Agent) _____ Date _____

Tenant acknowledges receipt of this notice of change in terms of tenancy. Note to Tenant: Once this Notice of Change in Terms of Tenancy has been delivered to you pursuant to paragraph 5, the specified change to your tenancy will take effect on the date identified before paragraph 1 even if you do not sign.

Tenant *Carlos Solis* Date _____

Tenant _____ Date _____

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5. DELIVERY OF NOTICE/PROOF OF SERVICE:
This Notice was served by ***David Hansen***, on _____ (date)
In the following manner: (if mailed, a copy was mailed at _____ (Location),
on _____ (enter date, if different from date on first line of this paragraph))
Emailing a notice does not satisfy the requirements of Code of Civil Procedure §§1162(a) or 1162(b).

If this notice is being used solely to change the amount of rent to be paid, the service should be done by either option A1 or A2, below. If this notice includes any change to the terms other than rent (even if rent is also being changed), then, to comply with state law, service attempts must be done in the following order: A1, then B, then C.

A1. [X] **Personal service.** A copy of the Notice was personally delivered to the above named Tenant.

A2. [ ] **Service by first class mail (for changes to rent only). A copy of the Notice was sent by first class mail, postage prepaid. Five additional days were provided for in the notice above if sent in California, ten (10) additional days if sent from another state, twenty (20) additional days if sent from outside of the United States.**

B. NOTE: SUBSTITUTED SERVICE MAY BE USED IF THE TENANT IS ABSENT FROM THE TENANT'S RESIDENCE OR USUAL PLACE OF BUSINESS.

[ ] **Substituted service (if change includes something other than rent).** A copy of the Notice was left with a person of suitable age and discretion at the Tenant's residence or usual place of business and a copy was mailed, by first class mail, postage prepaid, to the Tenant at the Premises.

C. NOTE: POSTING AND MAILING OF THE NOTICE MAY BE USED ONLY IF THE TENANT'S RESIDENCE OR USUAL PLACE OF BUSINESS CANNOT BE ASCERTAINED OR IF KNOWN THEN ONLY IF NO PERSON OF SUITABLE AGE AND DISCRETION CAN BE FOUND AT THOSE LOCATIONS.

[ ] **Post and mail (if change includes something other than rent).** A copy of the Notice was affixed to a conspicuous place on the Premises and a copy was mailed, by first class mail, postage prepaid, to the Tenant at the Premises.

_____ _____
(Signature of person serving Notice) (Date)

David Hansen
(Print Name)

(Keep a copy for your records.)

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EQUAL HOUSING OPPORTUNITY

RESIDENTIAL LEASE OR MONTH-TO-MONTH RENTAL AGREEMENT

(C.A.R. Form RLMM, Revised 12/24)

Date 01/29/2026, Tommy Sizemore, Estevan Hernandez ("Tenant") and City of Oakley Rental Property Owner ("RPO"), Authorized Broker or Agent, or Property Manager ("Housing Provider"), agree as follows ("Agreement"):

1. PROPERTY:

A. Housing Provider rents to Tenant and Tenant rents from Housing Provider, the real property and improvements described as: 1821 Dutch Slough, Oakley, Ca 94561 ("Premises").

B. The Premises are for the sole use as a personal residence by the following named person(s) only: Tommy Sizemore, Estevan Hernandez and Estevan Hernandez Jr.. Any person in the Premises, other than those listed in this paragraph are considered guests. Guests are not permitted to stay more than **14 (or _____) days** without Housing Provider's written consent.

C. The following personal property, maintained pursuant to **paragraph 11**, is included: _____ or ☐ (if checked) the personal property on the attached addendum is included.

D. The Premises may be subject to a local rent or eviction control ordinance, or both.

2. TERM: The term begins on (date) 03/01/2026 ("Commencement Date"). If Tenant has not paid all amounts then due; **(i)** Tenant has no right to possession or keys to the premises and; **(ii)** this Agreement is voidable at the option of Housing Provider, 2 calendar days after giving Tenant a Notice to Pay (C.A.R. Form PPN). Notice may be delivered to Tenant **(i)** in person; **(ii)** by mail to Tenant's last known address; or **(iii)** by email, if provided in Tenant's application or previously used by Tenant to communicate with Housing Provider or it's agent. If Housing Provider elects to void the lease, Housing Provider shall refund to Tenant all rent and security deposit paid.

(Check A or B):

☒ **A. Month-to-Month:** This Agreement continues from the commencement date as a month-to-month tenancy. Tenant may terminate the tenancy by giving written notice at least 30 days prior to the intended termination date. Tenant shall be responsible for paying rent through the termination date even if moving out early. Housing Provider may terminate the tenancy by giving written notice as provided by law. Such notices may be given on any date.

☐ **B. Lease:** This Agreement shall terminate on (date) _____ at _____ ☐ AM/ ☐ PM. Tenant shall vacate the Premises upon termination of the Agreement, unless: **(i)** Housing Provider and Tenant have extended this Agreement in writing or signed a new agreement; **(ii)** mandated by any rent increase cap or just cause eviction control under any state or local law; or **(iii)** Housing Provider accepts Rent from Tenant (other than past due Rent), in which case a month-to-month tenancy shall be created which either party may terminate as specified in **paragraph 2A**. Rent shall be at a rate agreed to by Housing Provider and Tenant, or as allowed by law. All other terms and conditions of this Agreement shall remain in full force and effect.

3. RENT: "Rent" shall mean all monetary obligations of Tenant to Housing Provider under the terms of the Agreement, except security deposit.

A. Tenant agrees to pay $750.00 per month for the term of the Agreement.

B. Rent is payable in advance on the **1st (or _____) day** of each calendar month, and is delinquent on the next day.

C. If Commencement Date falls on any day other than the day Rent is payable under **paragraph 3B**, and Tenant has paid one full month's Rent in advance of Commencement Date, Rent for the second calendar month shall be prorated and Tenant shall pay 1/30th of the monthly rent per day for each day remaining in the prorated second month.

D. PAYMENT:

(1) Rent shall be paid by ☐ personal check, ☒ money order, ☒ cashier's check, made payable to RidgeWater Real Estate, ☒ wire/electronic payment to RidgeWater Real Estate, or ☐ other _____. Payment via electronic apps such as PayPal or Venmo will not (☐ will) be accepted.

(2) Rent shall be delivered to (name) David Hansen (whose phone number is) (925)872-9625 at (address) 2170 Main Street Suite C, Oakley, Ca. 94561 (or at any other location subsequently specified by Housing Provider in writing to Tenant) (and ☐ if checked, rent may be paid personally, between the hours of _____ and _____ on the following days _____).

(3) If any payment is returned for non-sufficient funds ("NSF") or because tenant stops payment, then, after that: **(i)** Housing Provider may, in writing, require Tenant to pay Rent in cash for three months and **(ii)** all future Rent shall be paid by ☐ money order, or ☒ cashier's check.

E. Rent payments received by Housing Provider shall be applied to the earliest amount(s) due or past due.

4. SECURITY DEPOSIT:

A. Tenant agrees to pay $1,000.00 as a security deposit.
(The maximum amount of security deposit paid on or before initial occupancy, however designated, cannot exceed one month's Rent unless an exception applies. See Security Deposit Exception Disclosure and Addendum, C.A.R. Form SDDA, for additional information.)

B. Security deposit is in addition to any advance payment of first month's Rent. Security deposit law does not prohibit the payment of advance rent of not less than six months' rent if the term of the lease is six months or longer.

C. Security deposit will be ☒ transferred to and held by the Owner of the Premises, or ☐ held in Owner's Broker's trust account.

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D. All or any portion of the security deposit may be used, as reasonably necessary, to: **(i)** cure Tenant's default in payment of Rent (which includes Late Charges, NSF fees or other sums due); **(ii)** repair damage, excluding ordinary wear and tear, caused by Tenant or by a guest, invitee or licensee of Tenant; **(iii)** clean Premises, if necessary, upon termination of the tenancy; and **(iv)** replace or return personal property or appurtenances. **SECURITY DEPOSIT SHALL NOT BE USED BY TENANT IN LIEU OF PAYMENT OF LAST MONTH'S RENT.** If all or any portion of the security deposit is used during the tenancy, Tenant agrees to reinstate the total security deposit within 5 days after written notice is delivered to Tenant. Within 21 days after Tenant vacates the Premises, Housing Provider shall: (1) furnish Tenant an itemized statement indicating the amount of any security deposit received and the basis for its disposition and supporting documentation as required by California Civil Code § 1950.5(g); and (2) return any remaining portion of the security deposit to Tenant.

E. **Security deposit will not be returned until all Tenants have vacated the Premises and all keys returned. Any security deposit returned by check shall be made out to all Tenants named on this Agreement, or as subsequently modified.**

F. No interest will be paid on security deposit unless required by local law.

G. If the security deposit is held by Owner, Tenant agrees not to hold Broker responsible for its return. If the security deposit is held in Owner's Broker's trust account, **and** Broker's authority is terminated before expiration of this Agreement, **and** security deposit is released to someone other than Tenant, **then** Broker shall notify Tenant, in writing, where and to whom security deposit has been released. Once Tenant has been provided such notice, Tenant agrees not to hold Broker responsible for the security deposit.

5. MOVE-IN COSTS RECEIVED/DUE: Move-in funds shall be paid by ☐ personal check, ☐ money order, ☐ cashier's check, or ☐ wire/ electronic payment.

Category	Total Due	Payment Received	Balance Due	Due Date	Payable To
Rent from *03/01/2026* to *03/31/2026* (date)	*$750.00*		*$750.00*	*03/01/2026*	*RidgeWater Real Estate*
Security Deposit	*$1,000.00*	*$1,000.00*		*12/04/2025*	
Other _____					
Other _____					
Total _____	*$1,750.00*	*$1,000.00*	*$750.00*		

6. LATE CHARGE; RETURNED CHECKS:

A. Tenant acknowledges either late payment of Rent or issuance of a returned check may cause Housing Provider to incur costs and expenses, the exact amounts of which are extremely difficult and impractical to determine. These costs may include, but are not limited to, processing, enforcement and accounting expenses, and late charges imposed on Housing Provider. If any installment of Rent due from Tenant is not received by Housing Provider within **5 (or _____) calendar days** after the date due, or if a check is returned, Tenant shall pay to Housing Provider, respectively, an additional sum of $*75.00* or _____% of the Rent due as a Late Charge and $25.00 as a NSF fee for the first returned check and $35.00 as a NSF fee for each additional returned check, either or both of which shall be deemed additional Rent.

B. Housing Provider and Tenant agree that these charges represent a fair and reasonable estimate of the costs Housing Provider may incur by reason of Tenant's late or NSF payment. Any Late Charge or NSF fee due shall be paid with the current installment of Rent. Housing Provider's acceptance of any Late Charge or NSF fee shall not constitute a waiver as to any default of Tenant. Housing Provider's right to collect a Late Charge or NSF fee shall neither be deemed an extension of the date Rent is due under **paragraph 3** nor prevent Housing Provider from exercising any other rights and remedies under this Agreement and as provided by law.

7. PARKING: (Check A or B)

☒ **A.** Parking is permitted as follows: *Driveway and on the street according to city ordinance*.

The right to parking ☐ is ☐ is not included in the Rent charged pursuant to **paragraph 3**. If not included in the Rent, the parking rental fee shall be an additional $_____ per month. Parking space(s) are to be used only for parking properly registered and operable motor vehicles, except for trailers, boats, campers, buses or trucks (other than pick-up trucks). Tenant shall park in assigned space(s) only. Parking space(s) are to be kept clean. Vehicles leaking oil, gas or other motor vehicle fluids shall not be parked on the Premises. Mechanical work, or storage of inoperable vehicles, or storage of any kind is not permitted in parking space(s) or elsewhere on the Premises except as specified in **paragraph 8**.

OR ☐ **B.** Parking is not permitted on the real property of which the Premises is a part.

8. STORAGE: (Check A or B)

☐ **A.** Storage is permitted as follows: _____

The right to separate storage space ☐ is, ☐ is not, included in the Rent charged pursuant to **paragraph 3**. If not included in the Rent, storage space fee shall be an additional $_____ per month. Tenant shall store only personal property Tenant owns, and shall not store property claimed by another or in which another has any right, title or interest. Tenant shall not store any improperly packaged food or perishable goods, flammable materials, explosives, hazardous waste or other inherently dangerous material, or illegal substances.

OR ☒ **B.** Except for Tenant's personal property, contained entirely within the Premises, storage is not permitted on the Premises.

9. UTILITIES: Tenant agrees to pay for all utilities and services, and the following charges: _____, except _____, which shall be paid for by Housing Provider, or ☐ as agreed on a separate addendum. If any utilities are not separately metered, Tenant shall pay Tenant's proportional share, as reasonably determined and directed by Housing Provider. If utilities are separately metered, Tenant shall place utilities in Tenant's name as of the Commencement Date. Housing Provider is only responsible for installing and maintaining one usable telephone jack and one telephone line to the Premises. Tenant shall pay any cost for conversion from existing utilities service provider.

☐ **A. Water Submeters:** Water use on the Premises is measured by a submeter and Tenant will be separately billed for water usage based on the submeter. See attached Water Submeter Addendum (C.A.R. Form WSM) for additional terms.

☐ **B. Gas Meter:** The Premises does not have a separate gas meter.

☐ **C. Electric Meter:** The Premises does not have a separate electrical meter.

10. CONDITION OF PREMISES: Tenant has examined Premises and, if any, all furniture, furnishings, appliances, landscaping and fixtures, including smoke alarm(s) and carbon monoxide detector(s).
(Check all that apply:)

☐ **A.** Tenant's acknowledgment of the condition of these items is contained in an attached statement of condition (C.A.R. Form MII).

☐ **B.** **(i)** Housing Provider will Deliver to Tenant a statement of condition (C.A.R. Form MII) ☐ within **3 days** after execution of this Agreement; ☐ prior to the Commencement Date; ☐ within **3 days** after the Commencement Date. **(ii)** Tenant shall complete and return the MII to Housing Provider within **3 (or ____) days** after Delivery. Tenant's failure to return the MII within that time shall conclusively be deemed Tenant's Acknowledgement of the condition as stated in the MII.

☐ **C.** Tenant will provide Housing Provider a list of items that are damaged or not in operable condition within **3 (or _____) days** after Commencement Date, not as a contingency of this Agreement but rather as an acknowledgment of the condition of the Premises.

☒ **D.** Other: *Tenant has been living on the property prior to property management.* .

11. MAINTENANCE USE AND REPORTING:

A. Tenant shall properly use, operate and safeguard Premises, including if applicable, any landscaping, furniture, furnishings and appliances, and all mechanical, electrical, gas and plumbing fixtures, carbon monoxide detector(s) and smoke alarms, and keep them and the Premises clean, sanitary and well ventilated. Tenant shall be responsible for any additional phone lines beyond the one line and jack that Housing Provider shall provide and maintain. Tenant shall replace any burned out or malfunctioning light bulbs. Tenant shall immediately notify Housing Provider, in writing, of any problem, malfunction or damage with any item including carbon monoxide detector(s) and smoke alarms on the property. Tenant shall be charged for all repairs or replacements caused by Tenant, pets, guests or licensees of Tenant, excluding ordinary wear and tear. Tenant shall be charged for all damage to Premises as a result of failure to report a problem in a timely manner. Tenant shall be charged for repair of drain blockages or stoppages, unless caused by defective plumbing parts or tree roots invading sewer lines.

B. ☐ Housing Provider ☒ Tenant ☐ HOA shall water the garden, landscaping, trees and shrubs, except: _____ .

C. ☐ Housing Provider ☒ Tenant ☐ HOA shall maintain the garden, landscaping, trees and shrubs, except: _____ .

D. ☐ Housing Provider ☐ Tenant shall maintain _____ .

E. Housing Provider and Tenant agree that State or local water use restrictions shall supersede any obligation of Housing Provider or Tenant to water or maintain any garden, landscaping, trees or shrubs pursuant to **paragraphs 11B, 11C**, and **11D**.

F. Tenant's failure to maintain any item for which Tenant is responsible shall give Housing Provider the right to hire someone to perform such maintenance and charge Tenant to cover the cost of such maintenance.

G. **PERIODIC PEST CONTROL:** ☐ Housing Provider ☐ Tenant shall pay for periodic pest control by the following service provider: _____. This obligation shall only be applicable if the Premises is a house and the periodic pest control treatment is being provided at the execution of this Agreement. The current cost of such treatment is: $ _____ per _____.

H. The following items of personal property are included in the Premises without warranty and Housing Provider will not maintain, repair or replace them: _____ .

I. Tenant understands that if Premises is located in a Common Interest Development, Housing Provider may not have authority or control over certain parts of the Premises such as roof, electrical, gas or plumbing features inside certain walls, and common areas such as landscaping, shared parking structure or garage.

J. Tenant shall not use the premises to plant, grow, cultivate or sell marijuana.

12. NEIGHBORHOOD CONDITIONS: Tenant is advised to satisfy himself or herself as to neighborhood or area conditions, including, but not limited to, schools, proximity and adequacy of law enforcement, crime statistics, proximity of registered felons or offenders, fire protection, other governmental services, availability, adequacy and cost of any wired, wireless internet connections or other telecommunications or other technology services and installations, proximity to commercial, industrial or agricultural activities, existing and proposed transportation, construction and development that may affect noise, view, or traffic, airport noise, noise or odor from any source, wild and domestic animals, other nuisances, hazards, or circumstances, cemeteries, facilities and condition of common areas, conditions and influences of significance to certain cultures and/or religions, and personal needs, requirements and preferences of Tenant.

13. ANIMALS: Unless otherwise provided in California Civil Code § 54.2, or other law, no animal shall be kept on or about the Premises without Housing Provider's prior written consent, ☒ except as agreed to in the attached Animals Terms and Conditions Addendum (C.A.R. Form ATCA).

14. SMOKING:

A. **(i)** Tenant is responsible for all damage caused by smoking including, but not limited to stains, burns, odors and removal of debris; **(ii)** Tenant acknowledges that in order to remove odor caused by smoking, Housing Provider may need to replace carpet and drapes and paint the entire premises regardless of when these items were last cleaned, replaced or repainted. Such actions and other necessary steps will impact the return of any security deposit.

B. The Premises or common areas may be subject to a local non-smoking ordinance.

C. NO SMOKING of any substance is allowed on the Premises or common areas. If smoking does occur on the Premises or common areas, **(i)** Tenant is in material breach of this Agreement; **(ii)** Tenant, guests, and all others may be required to leave the Premises. ☐ Smoking of the following substances only is allowed: _____.

15. RULES/REGULATIONS:

A. Tenant agrees to comply with all Housing Provider rules and regulations that are at any time posted on the Premises or delivered to Tenant. Tenant shall not, and shall ensure that guests, invitees and licensees of Tenant shall not, disturb, annoy, endanger or interfere with other tenants of the building or neighbors, or use the Premises for any unlawful purposes, under federal, state or local law including, but not limited to, using, manufacturing, selling, storing or transporting illicit drugs or other contraband, or violate any law or ordinance, or commit a waste or nuisance on or about the Premises.

B. **(If applicable, check one)**

☐ (1) Housing Provider shall provide Tenant with a copy of the rules and regulations within ____ days or _____ .

OR ☐ (2) Tenant has been provided with, and acknowledges receipt of, a copy of the rules and regulations.

16. ☐ (If checked) **CONDOMINIUM; PLANNED UNIT DEVELOPMENT:**

A. The Premises are a unit in a condominium, planned unit development, common interest subdivision or other development governed by a homeowners' association ("HOA"). The name of the HOA is _____. Tenant agrees to comply with all HOA covenants, conditions and restrictions, bylaws, rules and regulations and decisions ("HOA Rules"). Tenant shall reimburse Housing Provider for any fines or charges imposed by HOA or other authorities, due to any violation by Tenant, or the guests or licensees of Tenant, or Housing Provider shall have the right to deduct such amounts from the security deposit.

B. If applicable, Tenant is required to pay a fee to the HOA to gain access to certain areas within the development such as but not necessarily including or limited to the front gate, pool, and recreational facilities. If not specified in **paragraph 5**, Tenant is solely responsible for payment and satisfying any HOA requirements prior to or upon or after the Commencement Date.

C. **(Check one)**

☐ (1) Housing Provider shall provide Tenant with a copy of the HOA Rules within _____ days or _____.

OR ☐ (2) Tenant has been provided with, and acknowledges receipt of, a copy of the HOA Rules.

17. **ALTERATIONS; REPAIRS:** Unless otherwise specified by law or **paragraph 25C**, without Housing Provider's prior written consent, **(i)** Tenant shall not make any repairs, alterations or improvements in or about the Premises including: painting, wallpapering, adding or changing locks, installing antenna or satellite dish(es), placing signs, displays or exhibits, or using screws, fastening devices, large nails or adhesive materials; **(ii)** Housing Provider shall not be responsible for the costs of alterations or repairs made by Tenant; **(iii)** Tenant shall not deduct from Rent the costs of any repairs, alterations or improvements; and **(iv)** any deduction made by Tenant shall be considered unpaid Rent.

18. **KEYS; LOCKS:**

A. Tenant acknowledges receipt of (or Tenant will receive ☐ prior to the Commencement Date, or ☐ _____):

☒ *2* key(s) to Premises,	☐ _____ remote control device(s) for garage door/gate opener(s),
☐ _____ key(s) to mailbox,	☐ _____,
☐ _____ key(s) to common area(s),	☐ _____,

B. Tenant acknowledges that locks to the Premises ☐ have, ☒ have not, been re-keyed.

C. If Tenant re-keys existing locks or opening devices, Tenant shall immediately deliver copies of all keys to Housing Provider. Tenant shall pay all costs and charges related to loss of any keys or opening devices. Tenant may not remove locks, even if installed by Tenant.

19. **ENTRY:**

A. Tenant shall make Premises available to Housing Provider or Housing Provider's representative for the purpose of entering to make necessary or agreed repairs (including, but not limited to, installing, repairing, testing, and maintaining smoke detectors and carbon monoxide devices, and bracing, anchoring or strapping water heaters, or repairing dilapidation relating to the presence of mold), decorations, alterations, or improvements; or supplying necessary or agreed services; or to show Premises to prospective or actual purchasers, tenants, mortgagees, lenders, appraisers, contractors and others (collectively "Interested Persons"). Tenant agrees that Housing Provider, Broker and Interested Persons may take photos of the Premises.

B. Housing Provider and Tenant agree that 24-hour written notice shall be reasonable and sufficient notice, except as follows:

(1) 48-hour written notice is required to conduct an inspection of the Premises prior to the Tenant moving out, unless the Tenant waives the right to such notice.

(2) If Housing Provider has in writing informed Tenant that the Premises are for sale and that Tenant will be notified orally to show the premises (C.A.R. Form NSE), then, for the next 120 days following the delivery of the NSE, notice may be given orally to show the Premises to actual or prospective purchasers.

(3) No written notice is required if Housing Provider and Tenant orally agree to an entry for agreed services or repairs if the date and time of entry are within one week of the oral agreement.

(4) No notice is required: **(i)** to enter in case of an emergency; **(ii)** if the Tenant is present and consents at the time of entry; or **(iii)** if the Tenant has abandoned or surrendered the Premises.

C. ☐ (If checked) Tenant authorizes the use of a keysafe/lockbox to allow entry into the Premises and agrees to sign a keysafe/lockbox addendum (C.A.R. Form KLA).

20. **PHOTOGRAPHS AND INTERNET ADVERTISING:**

A. In order to effectively market the Premises for sale or rental it is often necessary to provide photographs, virtual tours and other media to Interested Persons. Tenant agrees that Broker may photograph or otherwise electronically capture images of the exterior and interior of the Premises ("Images") for static and/or virtual tours of the Premises by Interested Persons for use on Broker's website, the MLS, and other marketing materials and sites. Tenant acknowledges that once Images are placed on the Internet neither Broker nor Housing Provider has control over who can view such Images and what use viewers may make of the Images, or how long such Images may remain available on the Internet. Tenant is advised to store or otherwise remove from view, anything of a personal nature which Tenant would not want to appear in any Images, including but not limited to, family photos, documents, or other valuables.

B. Tenant acknowledges that prospective Interested Persons coming onto the Premises may take photographs, videos or other images of the Premises. Tenant understands that Broker does not have the ability to control or block the taking and use of Images by any such persons. Once Images are taken and/or put into electronic display on the Internet or otherwise, neither Broker nor Housing Provider has control over who views such Images nor what use viewers may make of the Images.

21. **SIGNS:** Tenant authorizes Housing Provider to place FOR SALE/LEASE signs on the Premises.

22. **ASSIGNMENT; SUBLETTING:**

A. Tenant shall not sublet all or any part of Premises, or parking or storage spaces, or assign or transfer this Agreement or any interest in it, without Housing Provider's prior written consent. Unless such consent is obtained, any assignment, transfer or subletting of Premises or this Agreement or tenancy, by voluntary act of Tenant, operation of law or otherwise, shall, at the option of Housing Provider, terminate this Agreement. Any proposed assignee, transferee or sublessee shall submit to Housing Provider an application and credit information for Housing Provider's approval and, if approved, sign a separate written agreement with Housing Provider and Tenant. Housing Provider's consent to any one assignment, transfer or sublease, shall not be construed as consent to any subsequent assignment, transfer or sublease and does not release Tenant of Tenant's obligations under this Agreement.

B. This prohibition also applies (☐ does not apply) to short term, vacation, and transient rentals such as, but not limited to, those arranged through AirBnB, VRBO, HomeAway or other short term rental services.

C. Any violation of this prohibition is a non-curable, material breach of this Agreement.

23. **JOINT AND INDIVIDUAL OBLIGATIONS:** If there is more than one Tenant, each one shall be individually and completely responsible for the performance of all obligations of Tenant under this Agreement, jointly with every other Tenant, and individually, whether or not in possession.
24. **POSSESSION:**
    A. (1) Tenant is not in possession of the Premises. If Housing Provider is unable to deliver possession of Premises on Commencement Date, such Date shall be extended to the date on which possession is made available to Tenant. If Housing Provider is unable to deliver possession within **5 (or _____) calendar days** after agreed Commencement Date, Tenant may terminate this Agreement by giving written notice to Housing Provider, and shall be refunded all Rent and security deposit paid.
    OR (2) [X] Tenant is already in possession of the Premises.
    B. Possession is deemed terminated when Tenant has returned all keys to the Premises to Housing Provider.
25. **TENANT'S OBLIGATIONS UPON VACATING PREMISES:**
    A. Upon termination of this Agreement, Tenant shall: **(i)** give Housing Provider all copies of all keys and any opening devices to Premises, including any common areas; **(ii)** vacate and surrender Premises to Housing Provider, empty of all persons; and personal property belonging to Tenant **(iii)** vacate any/all parking and/or storage space; **(iv)** clean and deliver Premises, as specified in **paragraph 25C** below, to Housing Provider in the same condition as referenced in **paragraph 10**; **(v)** remove all debris; **(vi)** give written notice to Housing Provider of Tenant's forwarding address; and **(vii)** _____.
    B. All alterations/improvements made by or caused to be made by Tenant, with or without Housing Provider's consent, become the property of Housing Provider upon termination. Housing Provider may charge Tenant for restoration of the Premises to the condition it was in prior to any alterations/improvements.
    C. Right to Pre-Move-Out Inspection and Repairs: (i) After giving or receiving notice of termination of a tenancy (C.A.R. Form NTT), or before the expiration of this Agreement, Tenant has the right to request that an inspection of the Premises take place prior to termination (C.A.R. Form NRI). If Tenant requests such an inspection, Tenant shall be given an opportunity to remedy identified deficiencies prior to termination, consistent with the terms of this Agreement. **(ii)** Any repairs or alterations made to the Premises as a result of this inspection (collectively, "Repairs") shall be made at Tenant's expense. Repairs may be performed by Tenant or through others, who have adequate insurance and licenses and are approved by Housing Provider. The work shall comply with applicable law, including governmental permit, inspection and approval requirements. Repairs shall be performed in a good, skillful manner with materials of quality and appearance comparable to existing materials. It is understood that exact restoration of appearance or cosmetic items following all Repairs may not be possible. **(iii)** Tenant shall: (a) obtain receipts for Repairs performed by others; (b) prepare a written statement indicating the Repairs performed by Tenant and the date of such Repairs; and (c) provide copies of receipts and statements to Housing Provider prior to termination. **Paragraph 25C** does not apply when the tenancy is terminated pursuant to California Code of Civil Procedure § 1161(2), (3), or (4).
26. **BREACH OF CONTRACT; EARLY TERMINATION:** In addition to any obligations established by **paragraph 25**, in the event of termination by Tenant prior to completion of the original term of the Agreement or any extension, Tenant shall also be responsible for lost Rent, rental commissions, advertising expenses and painting costs necessary to ready Premises for re-rental. Housing Provider may withhold any such amounts from Tenant's security deposit.
27. **TEMPORARY RELOCATION:** Subject to local law, Tenant agrees, upon demand of Housing Provider, to temporarily vacate Premises for a reasonable period, to allow for fumigation (or other methods) to control wood destroying pests or organisms, or other repairs to Premises. Tenant agrees to comply with all instructions and requirements necessary to prepare Premises to accommodate pest control, fumigation or other work, including bagging or storage of food and medicine, and removal of perishables and valuables. Tenant shall only be entitled to a credit of Rent equal to the per diem Rent for the period of time Tenant is required to vacate Premises.
28. **DAMAGE TO PREMISES:** If, by no fault of Tenant, Premises are totally or partially damaged or destroyed by fire, earthquake, accident or other casualty that render Premises totally or partially uninhabitable, either Housing Provider or Tenant may terminate this Agreement by giving the other written notice. Rent shall be abated as of the date Premises become totally or partially uninhabitable. The abated amount shall be the current monthly Rent prorated on a 30-day period. If the Agreement is not terminated, Housing Provider shall promptly repair the damage, and Rent shall be reduced based on the extent to which the damage interferes with Tenant's reasonable use of Premises. If damage occurs as a result of an act of Tenant or Tenant's guests, only Housing Provider shall have the right of termination, and no reduction in Rent shall be made.
29. **INSURANCE:**
    A. Tenant's, guest's, invitees or licensee's personal property and vehicles are not insured by Housing Provider, manager or, if applicable, HOA, against loss or damage due to fire, theft, vandalism, rain, water, criminal or negligent acts of others, or any other cause. **Tenant is advised to carry Tenant's own insurance (renter's insurance) to protect Tenant from any such loss or damage.**
    B. Tenant shall comply with any requirement imposed on Tenant by Housing Provider's insurer to avoid: **(i)** an increase in Housing Provider's insurance premium (or Tenant shall pay for the increase in premium); or **(ii)** loss of insurance.
    C. [X] Tenant shall obtain liability insurance, in an amount not less than $*100,000.00* for injury or damage to, or upon, the Premises during the term of this agreement or any extension. The liability policy shall name Housing Provider, and Property Manager, if applicable: **(i)** as an additional interest, requiring insurer to notify such person if the policy is changed, cancelled or not renewed; and **(ii)** as an additional insured, if available from the insurer. Tenant shall provide Housing Provider a copy of the insurance policy before commencement of this Agreement, and a rider prior to renewal. Housing Provider and Tenant are advised to seek counsel from a qualified California attorney or insurance broker regarding the availability of insurance, prior to entering into this Agreement.
30. **WATERBEDS/PORTABLE WASHERS:** Tenant shall not use or have waterbeds on the Premises unless: **(i)** Tenant obtains a valid waterbed insurance policy; **(ii)** Tenant increases the security deposit in an amount equal to one-half of one month's Rent; and **(iii)** the bed conforms to the floor load capacity of Premises. Tenant shall not use on the Premises [X] Portable Dishwasher [X] Portable Washing Machine.
31. **WAIVER:** The waiver of any breach shall not be construed as a continuing waiver of the same or any subsequent breach.
32. **NOTICE:** Notices may be served at the following address, or at any other location subsequently designated:

Housing Provider: *Ridgewater Real Estate Property Management*
2170 Main St Suite C
Oakley, Ca. 94561

Tenant: *Tommy Sizemore*
1821 Dutch Slough
Oakley, Ca. 94561

33. **TENANT ESTOPPEL CERTIFICATE:** Tenant shall execute and return a tenant estoppel certificate delivered to Tenant by Housing Provider or Housing Provider's agent within **3 days** after its receipt (C.A.R. Form TEC). Failure to comply with this requirement shall be deemed Tenant's acknowledgment that the tenant estoppel certificate is true and correct, and may be relied upon by a lender or purchaser.
34. **REPRESENTATION**
    A. **TENANT REPRESENTATION; OBLIGATIONS REGARDING OCCUPANTS; CREDIT:** Tenant warrants that all statements in Tenant's rental application are accurate. Housing Provider requires all occupants 18 years of age or older and all emancipated minors to complete a lease rental application. Tenant acknowledges this requirement and agrees to notify Housing Provider when any occupant of the Premises reaches the age of 18 or becomes an emancipated minor. Tenant authorizes Housing Provider and Broker(s) to obtain Tenant's credit during the tenancy in connection with a modification of this Agreement. Before occupancy begins, Housing Provider may cancel this Agreement upon disapproval of the credit report(s) or upon discovering that information in Tenant's application is false. During the tenancy, Housing Provider may reject any such modification upon disapproval of the credit report(s) obtained in connection with the modification. A negative credit report reflecting on Tenant's record may be submitted to a credit reporting agency if Tenant fails to fulfill the terms of payment and other obligations under this Agreement.
    B. **HOUSING PROVIDER REPRESENTATIONS:** Housing Provider warrants that, unless otherwise specified in writing, Housing Provider is unaware of **(i)** any recorded Notices of Default affecting the Premise; **(ii)** any delinquent amounts due under any loan secured by the Premises; and **(iii)** any bankruptcy proceeding affecting the Premises.
35. **MEDIATION:**
    A. Consistent with **paragraphs 35B** and **35C** below, Housing Provider and Tenant agree to mediate any dispute or claim arising between them out of this Agreement, or any resulting transaction, before resorting to court action. Mediation fees, if any, shall be divided equally among the parties involved. If, for any dispute or claim to which this paragraph applies, any party commences an action without first attempting to resolve the matter through mediation, or refuses to mediate after a request has been made, then that party shall not be entitled to recover attorney fees, even if they would otherwise be available to that party in any such action.
    B. The following matters are excluded from mediation: **(i)** an unlawful detainer action; **(ii)** the filing or enforcement of a mechanic's lien; and **(iii)** any matter within the jurisdiction of a probate, small claims or bankruptcy court. The filing of a court action to enable the recording of a notice of pending action, for order of attachment, receivership, injunction, or other provisional remedies, shall not constitute a waiver of the mediation provision.
    C. Housing Provider and Tenant agree to mediate disputes or claims involving Owner's Agent/Broker, Tenant's Agent/Broker, or property manager ("Broker"), provided Broker shall have agreed to such mediation prior to, or within a reasonable time after, the dispute or claim is presented to such Broker. Any election by Broker to participate in mediation shall not result in Broker being deemed a party to this Agreement.
36. **ATTORNEY FEES:** In any action or proceeding arising out of this Agreement, the prevailing party between Housing Provider and Tenant shall be entitled to reasonable attorney fees and costs collectively not to exceed $1,000 (or $_____), except as provided in **paragraph 35A**.
37. **C.A.R. FORM:** C.A.R. Form means the specific form referenced or another comparable form agreed to by the parties.
38. **DISCLOSURES:**
    A. [X] **MOLD AND DAMPNESS:** Exposure to mold may have potential health risks. Tenant acknowledges receipt of the attached booklet titled, "Information on Dampness and Mold for Renters in California" before signing this Residential Lease or Month-to-Month Rental Agreement.
    B. **BED BUGS:** Housing Provider has no knowledge of any infestation in the Premises by bed bugs. See attached Bed Bug Disclosure (C.A.R. Form BBD) for further information. Tenant shall report suspected bed bug infestation to Housing Provider or, if applicable, property manager and cooperate with any inspection for and treatment of bed bugs. Housing Provider will notify tenants of any units infested by bed bugs.
    C. **MEGAN'S LAW DATABASE DISCLOSURE:** Notice: Pursuant to § 290.46 of the Penal Code, information about specified registered sex offenders is made available to the public via an Internet Web site maintained by the Department of Justice at **www.meganslaw.ca.gov**. Depending on an offender's criminal history, this information will include either the address at which the offender resides or the community of residence and ZIP Code in which he or she resides. (Neither Housing Provider nor Brokers, if any, are required to check this website. If Tenant wants further information, Tenant should obtain information directly from this website.)
    D. [ ] **RESIDENTIAL ENVIRONMENTAL HAZARDS BOOKLET:** Tenant acknowledges receipt of the residential environmental hazards booklet.
    E. **FLOOD HAZARD DISCLOSURE:** Flooding has the potential to cause significant damage to personal property owned by Tenant. See attached Tenant Flood Hazard Disclosure (C.A.R. Form TFHD) for additional information.
    F. [ ] **OTHER MATERIAL FACTS:** _____
    _____
    _____
    G. **ADDITIONAL DISCLOSURES:** RPO shall make additional disclosures regarding the following matters, if applicable, on the Rental Property Owner Disclosure (C.A.R. Form RPOD): Lead-based Paint; Methamphetamine Contamination; Periodic Pest Control Contracts; Water Submeters; Mold; Asbestos; Homeowners Associations/Condominiums/Planned Developments; Military Ordnance Locations; Death on the Premises.
39. **SERVICEMEMBERS CIVIL RELIEF ACT:** Notwithstanding anything to the contrary in **paragraphs 2, 4, 26** or elsewhere in this Agreement, the Servicemembers Civil Relief Act applies to this Agreement and any effort to terminate it, as specified in §§ 3951 and 3955 of the Act.
40. **TIME OF ESSENCE; ENTIRE CONTRACT; CHANGES:** Time is of the essence. All understandings between the parties are incorporated in this Agreement. Its terms are intended by the parties as a final, complete and exclusive expression of their Agreement with respect to its subject matter, and may not be contradicted by evidence of any prior agreement or contemporaneous oral agreement. If any provision of this Agreement is held to be ineffective or invalid, the remaining provisions will nevertheless be given full force and effect. Neither this Agreement nor any provision in it may be extended, amended, modified, altered or changed except in writing. This Agreement is subject to California Housing Provider-tenant law and shall incorporate all changes required by amendment or successors to such law. This Agreement and any supplement, addendum or modification, including any copy, may be signed in two or more counterparts, all of which shall constitute one and the same writing.

41. AGENCY:

A. CONFIRMATION: The following agency relationship(s) are hereby confirmed for this transaction:
Housing Provider's Brokerage Firm *RidgeWater Real Estate* License Number *01823871*
Is the broker of (check one): ☐ the Housing Provider; or ☒ both the Tenant and Housing Provider (Dual Agent).
Housing Provider's Agent *David Hansen* License Number *01777243*
Is (check one): ☐ the Housing Provider's Agent. (salesperson or broker associate); or ☒ both the Tenant's and Housing Provider's Agent (Dual Agent).
Tenant's Brokerage Firm *RidgeWater Real Estate* License Number *01823871*
Is the broker of (check one): ☐ the Tenant; or ☒ both the Tenant and Housing Provider (Dual Agent).
Tenant's Agent *David Hansen* License Number *01777243*
Is (check one): ☐ the Tenant's Agent. (salesperson or broker associate); or ☒ both the Tenant's and Housing Provider's Agent (Dual Agent).

B. DISCLOSURE: ☐ (If checked): The term of this Agreement exceeds one year. A disclosure regarding real estate agency relationships (C.A.R. Form AD) has been provided to Housing Provider and Tenant, who each acknowledge its receipt.

C. TERMINATION OF AGENCY RELATIONSHIP:
(1) Housing Provider and Tenant acknowledges and agrees that unless Broker is the property manager, or as specified in (2) below, once Housing Provider and Tenant enter into this Agreement, **(i)** Broker will not represent Owner in any manner regarding the management of the Premises; and **(ii)** Any representation duties that Broker may owe to, and any agency relationship that Broker may have with, either Housing Provider or Tenant, is terminated.
(2) Notwithstanding **paragraph 41C(1)**, Broker duties and responsibilities to either Housing Provider or Tenant will terminate upon the last to occur of the following (choose all that apply): ☐ Tenant occupancy, ☐ Delivering to Tenant keys or other means of entering the Premises, ☐ Tenant walkthrough, ☐ Completion of Move In Inspection (C.A.R. Form MII).

42. BROKER COMPENSATION:

A. EXISTING WRITTEN AGREEMENTS: Upon execution of this Agreement:
(1) **TENANT COMPENSATION TO TENANT'S BROKER:** If applicable, Tenant agrees to pay compensation as specified in a separate written agreement between Tenant and Broker (C.A.R. Form TRBC or LCA).
(2) **OWNER COMPENSATION TO OWNER OR TENANT'S BROKER:** If applicable, Owner agrees to pay compensation as specified in a separate written agreement between Owner and Broker(s) (C.A.R. Form LL or LCA).

B. ☐ OWNER AGREEMENT TO PAY TENANT'S BROKER: In consideration for Tenant entering into this Lease/Rental agreement, Owner agrees to pay Tenant's Broker as follows:
(1) **Fixed term lease: (i)** _____ percent of the total rent payments due under the term specified in **paragraph 2B**; or **(ii)** ☐ $ _____; or **(iii)** ☐ _____;
(2) **For month-to-month rental: (i)** _____ percent of _____; or **(ii)** ☐ $ _____ or **(iii)** ☐ _____;
(3) **Payment is conditioned on** Tenant taking possession of the Premises or being prevented from doing so by Housing Provider;
(4) **Payments made by Owner shall be credited** against any obligation of Tenant to pay Tenant's Broker pursuant to a separate written agreement; and
(5) **Third-party beneficiary:** Owner acknowledges and agrees that Tenant's Broker is a third-party beneficiary of this agreement and may pursue Owner for failure to pay the amount specified in **paragraph 42B**.

C. ☐ PAYMENT OF COMPENSATION OUT OF TENANT MOVE-IN FUNDS: RPO authorizes Tenant to deduct any amount for Tenant's Broker and Housing Provider's Broker compensation out of Tenant's move-in funds still due under **paragraph 5** and make payment directly to Tenant's Broker and Housing Provider's Broker. Any amount paid pursuant to this paragraph shall be credited against the amounts specified in **paragraph 5**. RPO shall be responsible for any compensation due Brokers under **paragraphs 42A(2)** and **42B** that are not covered by this paragraph. Tenant is instructed to make payment as follows:

Payment made to:	Amount	Due Date
Tenant's Broker		
Housing Provider's Broker		
Housing Provider		
Property Manager (see **paragraph 49**)		

43. NOTICE OF RIGHT TO RECEIVE FOREIGN LANGUAGE TRANSLATION OF LEASE/RENTAL AGREEMENTS: California Civil Code requires a Housing Provider or property manager to provide a tenant with a foreign language translation copy of a lease or rental agreement if the agreement was negotiated primarily in Spanish, Chinese, Korean, Tagalog or Vietnamese. If applicable, every term of the lease/rental needs to be translated except for, among others, names, dollar amounts and dates written as numerals, and words with no generally accepted non-English translation.

44. RECEIPT: If specified in **paragraph 5**, Housing Provider or Broker, acknowledges receipt of move-in funds.

45. CITY, COUNTY OR OTHER LOCAL REQUIREMENTS: Housing Provider and Tenant are advised that city, county or other local requirements, including those imposed by a regulatory body such a rent stabilization or similar board, may apply, and to attach to this Residential Lease or Month-to-Month Rental Agreement or separately provide, as provided by law, any documentation required by such a local authority.

46. OTHER TERMS AND CONDITIONS; If checked, the following ATTACHED documents are incorporated in this Agreement: ☐ Keysafe/Lockbox Addendum (C.A.R. Form KLA); ☐ Lead-Based Paint and Lead-Based Paint Hazards Disclosure (C.A.R. Form LPD); ☐ Lease/Rental Mold and Ventilation Addendum (C.A.R. Form LRM); ☐ Parking and Storage Disclosure (C.A.R. Form PSD); ☒ Bed Bug Disclosure (C.A.R. Form BBD); ☒ Tenant Flood Hazard Disclosure (C.A.R. Form TFHD); ☒ Rent Cap and Just Cause Addendum (C.A.R. Form RCJC); ☒ Offer of Tenant Positive Rental Payment Reporting (C.A.R. Form TRPR);
☒ Other Documents/Addenda: *Addendum "A"*
☐ Other Terms: _____

47. LEGALLY AUTHORIZED SIGNER: Wherever the signature or initials of the Legally Authorized Signer identified in **paragraphs 50** or **51** appear on this Agreement or any related documents, it shall be deemed to be in a representative capacity for the entity described and not in an individual capacity, unless otherwise indicated. The Legally Authorized Signer (i) represents that the entity for which that person is acting already exists and is in good standing to do business in California, and (ii) shall Deliver to the other Party, upon request, evidence of authority to act in that capacity (such as but not limited to: applicable portion of the trust or Certification Of Trust (Probate Code § 18100.5), letters testamentary, court order, power of attorney, corporate resolution, or formation documents of the business entity).

48. ☐ **INTERPRETER/TRANSLATOR:** The terms of this Agreement have been interpreted for Tenant into the following language: _____ . Housing Provider and Tenant acknowledge receipt of the attached interpreter/ translator agreement (C.A.R. Form ITA).

49. The Premises is being managed by Owner, (or, if checked):
☐ Housing Provider's Brokerage Firm in Real Estate Brokerage section ☐ Tenant's Brokerage Firm in Real Estate Brokers section
☒ Property Management firm immediately below

Real Estate Broker (Property Manager) *Ridgewater Real Estate* DRE Lic # *01823871*
(Agent) *David Hansen* DRE Lic # *01777243*
Address *2170 Main St Suite C, Oakley, Ca. 94561* Telephone # *(925)465-1691*

Housing Provider and Tenant acknowledge and agree Brokers: (a) do not guarantee the condition of the Premises; (b) cannot verify representations made by others; (c) cannot provide legal or tax advice; (d) will not provide other advice or information that exceeds the knowledge, education or experience required to obtain a real estate license. Furthermore, if Brokers are not also acting as Housing Provider in this Agreement, Brokers: (e) do not decide what rental rate a Tenant should pay or Housing Provider should accept; and (f) do not decide upon the length or other terms of this Agreement. Housing Provider and Tenant agree that they will seek legal, tax, insurance and other desired assistance from appropriate professionals.

50. Tenant agrees to rent the Premises on the above terms and conditions.

A. ☐ **ENTITY TENANT: (Note: If this paragraph is completed, a Representative Capacity Signature Disclosure (C.A.R. Form RCSD) is not required for the Legally Authorized Signers designated below.)**

(1) **Non-Individual (entity) Tenant:** One or more Tenants is a trust, corporation, LLC, probate estate, partnership, holding a power of attorney or other entity.

(2) **Full entity name:** The following is the full name of the entity (if a trust, enter the complete trust name; if under probate, enter full name of the estate, including case #): _____ .

(3) **Contractual Identity of Tenant:** For purposes of this Agreement, when the name described below is used it shall be deemed to be the full entity name.
(A) If a trust: The trustee(s) of the trust or a simplified trust name (ex. John Doe, co-trustee, Jane Doe, co-trustee or Doe Revocable Family Trust);
(B) If Property is sold under the jurisdiction of a probate court: The name of the executor or administrator, or a simplified probate name (John Doe, executor, or Estate (or Conservatorship) of John Doe).

(4) **Legally Authorized Signer:**
(A) This Agreement is being Signed by a Legally Authorized Signer in a representative capacity and not in an individual capacity. See **paragraph 47** for additional terms.
(B) The name(s) of the Legally Authorized Signer(s) is/are: _____, _____ .

B. TENANT SIGNATURE(S):

(Signature) By, _____ Date: _____
Printed name of Tenant: *Tommy Sizemore*
☐ Printed Name of Legally Authorized Signer: _____ Title, if applicable, _____
Address _____ City _____ State ____ Zip _____
Telephone *(925)354-7234* Text _____ E-mail *tommy.sizemoreconstruction@gmail.com*

(Signature) By, _____ Date: _____
Printed name of Tenant: *Estevan Hernandez*
☐ Printed Name of Legally Authorized Signer: _____ Title, if applicable, _____
Address _____ City _____ State ____ Zip _____
Telephone *(925)470-9357* Text _____ E-mail _____

☐ IF MORE THAN TWO SIGNERS, USE Additional Signature Addendum (C.A.R. Form ASA).

☐ **GUARANTEE:** In consideration of the execution of this Agreement by and between Housing Provider and Tenant and for valuable consideration, receipt of which is hereby acknowledged, the undersigned ("Guarantor") does hereby: **(i)** guarantee unconditionally to Housing Provider and Housing Provider's agents, successors and assigns, the prompt payment of Rent or other sums that become due pursuant to this Agreement, including any and all court costs and attorney fees included in enforcing the Agreement; **(ii)** consent to any changes, modifications or alterations of any term in this Agreement agreed to by Housing Provider and Tenant; and **(iii)** waive any right to require Housing Provider and/or Housing Provider's agents to proceed against Tenant for any default occurring under this Agreement before seeking to enforce this Guarantee.

Guarantor (Print Name) _____
Guarantor _____ Date _____
Address _____ City _____ State _____ Zip _____
Telephone _____ Text _____ E-mail _____

51. Housing Provider (owner or ☐ agent for owner) agrees to rent the Premises on the above terms and conditions.

A. ☒ ENTITY HOUSING PROVIDER: (Note: If this paragraph is completed, a Representative Capacity Signature Disclosure (C.A.R. Form RCSD) is not required for the Legally Authorized Signers designated below.)

(1) **Non-Individual (entity) Housing Provider:** One or more Housing Providers is a trust, corporation, LLC, probate estate, partnership, holding a power of attorney or other entity.

(2) **Full entity name:** The following is the full name of the entity (if a trust, enter the complete trust name; if under probate, enter full name of the estate, including case #): City of Oakley .

(3) **Contractual Identity of Housing Provider:** For purposes of this Agreement, when the name described below is used it shall be deemed to be the full entity name.

(A) If a trust: The trustee(s) of the trust or a simplified trust name (ex. John Doe, co-trustee, Jane Doe, co-trustee or Doe Revocable Family Trust);

(B) If Property is sold under the jurisdiction of a probate court: The name of the executor or administrator, or a simplified probate name (John Doe, executor, or Estate (or Conservatorship) of John Doe).

(4) **Legally Authorized Signer:**

(A) This Agreement is being Signed by a Legally Authorized Signer in a representative capacity and not in an individual capacity. See **paragraph 47** for additional terms.

(B) The name(s) of the Legally Authorized Signer(s) is/are: Joshua McMurray , _____ .

B. HOUSING PROVIDER SIGNATURE(S):

(Signature) By, _____ Date: _____

Printed name of Housing Provider: City of Oakley

☒ Printed Name of Legally Authorized Signer: Joshua McMurray Title, if applicable, _____

Address _____ City _____ State ____ Zip _____

Telephone _____ Text _____ E-mail propertymanagement@RidgeWaterRealty.com

(Signature) By, _____ Date: _____

Printed name of Housing Provider: _____

☐ Printed Name of Legally Authorized Signer: _____ Title, if applicable, _____

Address _____ City _____ State ____ Zip _____

Telephone _____ Text _____ E-mail _____

☐ IF MORE THAN TWO SIGNERS, USE Additional Signature Addendum (C.A.R. Form ASA).

Tenant's Initials _____ / _____ Housing Providers Initials _____ / _____

REAL ESTATE BROKERS:

A. Real estate brokers who are not also Housing Provider under this Agreement are not parties to the Agreement between Housing Provider and Tenant.

B. Agency relationships are confirmed in **paragraph 41**.

C. BROKER COMPENSATION: Housing Provider's Broker and Tenant's Broker agrees to accept the compensation, as specified in **paragraph 42** or in a separate written agreement.

Real Estate Broker (Tenant's Firm) RidgeWater Real Estate DRE Lic. # 01823871

By (Agent) David Hansen DRE Lic. # 01777243 Date _____

Address 2170 Main St Suite C City Oakley State Ca Zip 94561

Telephone (925)872-9625 Text _____ E-mail PropertyManagement@RidgeWaterRealty.com

Real Estate Broker (Housing Provider's Firm) RidgeWater Real Estate DRE Lic. # 01823871

By (Agent) David Hansen DRE Lic. # 01777243 Date _____

Address 2170 Main St Suite C City Oakley State Ca Zip 94561

Telephone (925)872-9625 Text _____ E-mail PropertyManagement@RidgewaterRealty.com

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EQUAL HOUSING OPPORTUNITY

BED BUG DISCLOSURE

California Civil Code §1954.603
(C.A.R. Form BBD, Revised 6/23)

The following terms and conditions are hereby incorporated in and made a part of the Residential Lease or Month-to-Month Rental Agreement, OR ☐ Residential Lease After Sale, ☐ Other _____ ("Agreement"), dated ***01/29/2026***, on property known as ***1821 Dutch Slough, Oakley, Ca 94561*** _____, in which ***Tommy Sizemore, Estevan Hernandez*** is referred to as "Tenant" and ***City of Oakley*** is referred to as "Housing Provider".

INFORMATION ABOUT BED BUGS:

1. **Bed Bug Appearance:** Bed bugs have six legs. Adult bed bugs have flat bodies about 1/4 of an inch in length. Their color can vary from red and brown to copper colored. Young bed bugs are very small. Their bodies are about 1/16 of an inch in length. They have almost no color. When a bed bug feeds, its body swells, may lengthen, and becomes bright red, sometimes making it appear to be a different insect. Bed bugs do not fly. They can either crawl or be carried from place to place on objects, people, or animals. Bed bugs can be hard to find and identify because they are tiny and try to stay hidden.
2. **Life Cycle and Reproduction:** An average bed bug lives for about 10 months. Female bed bugs lay one to five eggs per day. Bed bugs grow to full adulthood in about 21 days.
3. Bed bugs can survive for months without feeding.
4. **Bed Bug Bites:** Because bed bugs usually feed at night, most people are bitten in their sleep and do not realize they were bitten. A person's reaction to insect bites is an immune response and so varies from person to person. Sometimes the red welts caused by the bites will not be noticed until many days after a person was bitten, if at all.
5. **Common signs and symptoms of a possible bed bug infestation:**
   - Small red to reddish brown fecal spots on mattresses, box springs, bed frames, mattresses, linens, upholstery, or walls.
   - Molted bed bug skins, white, sticky eggs, or empty eggshells.
   - Very heavily infested areas may have a characteristically sweet odor.
   - Red, itchy bite marks, especially on the legs, arms, and other body parts exposed while sleeping. However, some people do not show bed bug lesions on their bodies even though bed bugs may have fed on them.
6. For more information, see the Internet Web sites of the United States Environmental Protection Agency and the National Pest Management Association.
7. **Tenant shall report suspected infestations by bed bugs to the Housing Provider or Property Manager** at the mailing, or email address or phone number provided in the Agreement and cooperate with any inspection for and treatment of bed bugs.
8. Housing Provider will notify tenants of any units inspected by a pest control operator of the findings by such an operator within 2 business days of the receipt of the findings. All Tenants will be notified of confirmed infestations within common areas.

Tenant agrees to release, indemnify, hold harmless and forever discharge Housing Provider and Housing Provider's employees, agents, successors and assigns from any and all claims, liabilities or causes of action of any kind that Tenant, members of Tenant's household or Tenant's guests or invitees may have at any time against Housing Provider or Housing Provider's agents resulting from the presence of bedbugs due to Tenant's failure to comply with this Bed Bug Disclosure.

The foregoing terms and conditions are hereby agreed to, and the undersigned acknowledge receipt of a copy of this document.

Tenant (Signature) _____ Date _____
Tommy Sizemore

Tenant (Signature) _____ Date _____
Estevan Hernandez

Housing Provider (Signature) _____ Date _____
City of Oakley

Housing Provider (Signature) _____ Date _____

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EQUAL HOUSING OPPORTUNITY

TENANT FLOOD HAZARD DISCLOSURE

(C.A.R. Form TFHD, Revised 6/23)

The following terms and conditions are hereby incorporated in and made a part of the Residential Lease or Month-to-Month Rental Agreement, OR ☐ Residential Lease After Sale, ☐ Other _____, dated ***01/29/2026***, on property known as ***1821 Dutch Slough, Oakley, Ca 94561***, in which ***Tommy Sizemore, Estevan Hernandez*** is referred to as ("Tenant") and ***City of Oakley*** is referred to as ("Housing Provider").

INFORMATION ABOUT FLOOD HAZARDS: Tenant is informed of the following:

1. **The Property is not located in a special flood hazard area or an area of potential flooding.**

OR ☒ The Property is located in a special flood hazard area or an area of potential flooding. Property is deemed to be in a special flood hazard area or area of potential flooding if any of the following scenarios apply:

   A. The owner has actual knowledge of that fact.
   B. The owner has received written notice from any public agency stating that the Property is located in a special flood hazard area or an area of potential flooding.
   C. The Property is located in an area in which the owner's mortgage holder requires the owner to carry flood insurance.
   D. The owner currently carries flood insurance.

2. The tenant may obtain information about hazards, including flood hazards, that may affect the Property from the Internet Web site of the Office of Emergency Services, My Hazards Tool (http://myhazards.caloes.ca.gov).

3. The owner's insurance does not cover the loss of the tenant's personal possessions and it is recommended that the tenant consider purchasing renter's insurance and flood insurance to insure his or her possessions from loss due to fire, flood, or other risk of loss.

4. The owner is not required to provide additional information concerning the flood hazards to the Property and that the information provided pursuant to this section (California Government Code section 8589.45) is deemed to inform the tenant.

The foregoing terms and conditions are hereby agreed to, and the undersigned acknowledge receipt of a copy of this document.

Tenant (Signature) _____ Date _____
Tommy Sizemore

Tenant (Signature) _____ Date _____
Estevan Hernandez

Housing Provider (Signature) _____ Date _____
City of Oakley

Housing Provider (Signature) _____ Date _____

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EQUAL HOUSING OPPORTUNITY

RENT CAP AND JUST CAUSE ADDENDUM

(Note: State or local laws may limit the availability of certain exemptions. Check with a qualified California real estate attorney before proceeding.)

(C.A.R. Form RCJC, Revised 6/23)

The following terms and conditions are hereby incorporated and made part of the Residential Lease or Month-to-Month Rental Agreement dated ***01/29/2026*** on property known as ***1821 Dutch Slough, Oakley, Ca 94561*** in which ***Tommy Sizemore, Estevan Hernandez*** is referred to as "Tenant" and ***City of Oakley*** is referred to as "Housing Provider".

I. RENT CAP AND JUST CAUSE ADDENDUM TERMS

With certain exemptions, Housing Provider may be subject to the rent cap and just cause eviction provisions of the Civil Code. Housing Provider informs Tenant of the following:

California law limits the amount your rent can be increased. See § 1947.12 of the Civil Code for more information. California law also provides that after all of the tenants have continuously and lawfully occupied the property for 12 months or more or at least one of the tenants has continuously and lawfully occupied the property for 24 months or more, a housing provider must provide a statement of cause in any notice to terminate a tenancy. See § 1946.2 of the Civil Code for more information.

II. EXEMPTIONS TO BOTH RENT CAP REQUIREMENTS AND JUST CAUSE EVICTIONS*:

1. Housing that has been issued a certificate of occupancy within the previous 15 years.
2. A property containing two separate dwelling units (excluding ADUs and junior ADUs) within a single structure in which one of the units was Owner occupied at the commencement and throughout the tenancy.
3. **Single Family Residential** property (including a condominium and units in planned developments) that is alienable separate from the title to any other dwelling unit if the notice below is checked and delivered to the Tenant:

☐ **Notice of Exemption:** This property is not subject to the rent limits imposed by § 1947.12 of the Civil Code and is not subject to the just cause requirements of § 1946.2 of the Civil Code. This property meets the requirements of §§ 1947.12 (d)(5) and 1946.2 (e)(8) of the Civil Code AND the Owner is not any of the following: (1) a real estate investment trust, as defined by § 856 of the Internal Revenue Code; (2) a corporation; or (3) a limited liability company in which at least one member is a corporation.

III. ADDITIONAL EXEMPTIONS ONLY APPLICABLE TO JUST CAUSE EVICTIONS*:

1. Housing accommodations in which the Tenant shares bathroom or kitchen facilities with the Owner who maintains their principal residence at the residential real property.
2. Single-family Owner-occupied residences, including a residence in which the Owner-occupant rents or leases no more than two units or bedrooms, including, but not limited to, an accessory dwelling unit.

IV. RENT CAP REQUIREMENTS

1. Subject to certain provisions of Civil Code § 1947.12 subdivision (b), an Owner of real property shall not increase the rental rate for that property more than 5 percent plus the percentage change in the cost of living, or 10 percent, whichever is lower, of the lowest rental amount charged for that property at any time during the 12 months prior to the effective date of the increase.
2. If the same Tenant remains in occupancy over any 12-month period, the gross rental rate shall not be increased in more than two increments over that 12-month period.
3. For a new tenancy in which no Tenant from the prior tenancy remains, the Owner may establish the initial rate not subject to **paragraph 1** of this section. **Paragraph 1** of this section is only applicable to subsequent increases after the initial rental rate has been established.

V. JUST CAUSE REASONS FOR TERMINATION OF TENANCY

1. **"At-Fault" Reasons:**
   - **A.** Default in payment of rent.
   - **B.** Breach of a material term of the lease, as described in Code of Civil Procedure § 1161, paragraph (3), including but not limited to, violation of a provision of the lease after being issued a written notice to correct the violation.

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C. Maintaining, committing, or permitting the maintenance of a nuisance as described in Code of Civil Procedure § 1161, paragraph (4).
D. Committing waste as described in Code of Civil Procedure § 1161, paragraph (4).
E. The Tenant had a written lease that terminated on or after January 1, 2020, and after a written request or demand from the Owner, the Tenant refused to execute a written extension or renewal of the lease for an additional term of similar duration with similar provisions, provided that those terms do not violate § 1946.1 or any other provision of law.
F. Criminal activity by the Tenant on the residential real property, including any common areas, or any criminal threat, as defined in Penal Code § 422, subdivision (a), directed to any Owner or agent of the Owner of the premises.
G. Assigning or subletting the premises in violation of the Tenant's lease.
H. The Tenant's refusal to allow the Owner to enter the residential real property pursuant to a request consistent with Civil Code §§ 1101.5 and 1954, and Health and Safety Code §§ 13113.7 and 17926.1.
I. Using the premises for an unlawful purpose as described in Code of Civil Procedure § 1161, paragraph (4).
J. When the Tenant fails to deliver possession of the residential real property after providing the Owner written notice of Tenant's intention to terminate the hiring of real property or makes a written offer to surrender that is accepted in writing by the Housing Provider, but fails to deliver possession at the time specified in that written notice.

2. "No-fault" Reasons:
A. Intent to occupy the residential real property by the Owner or their spouse, domestic partner, children, grandchildren, parents or grandparents (Owner/family move-in). Tenant and Owner hereby agree that the Owner shall have the right to terminate the lease if the Owner, or their spouse, domestic partner, children, grandchildren, parents or grandparents, unilaterally decide to occupy the residential property. Owner may terminate the lease at the end of a fixed term or any time during a month to month tenancy by giving the appropriate notice.
B. Withdrawal of the Premises from the rental market. Owner may terminate the lease at the end of a fixed term or any time during a month to month tenancy by giving the appropriate notice.
C. Unsafe habitation, as determined by a government agency that has issued an order to vacate, or to comply, or other order that necessitates vacating the residential property.
D. Intent to demolish or substantially remodel the residential real property. "Substantially remodel" means the replacement or substantial modification of any structural, electrical, plumbing, or mechanical system that requires a permit that cannot be accomplished in a safe manner with the Tenant in place, and that requires Tenant to vacate the residential real property for at least 30 days. Cosmetic improvements alone do not qualify.

3. Just Cause Notices:
A. Curable "At-Fault" Reasons: Before the Owner can terminate the tenancy for an At-Fault Just Cause violation that is curable, the Owner must first provide notice to cure giving the Tenant an opportunity to cure the violation pursuant to Code of Civil Procedure § 1161, paragraph (3).
B. Tenant Payments Pursuant to "No-Fault" Eviction: (1) If Owner issues a termination of tenancy under a No-Fault Just Cause, Owner notifies Tenant of the right to direct payment relocation assistance equal to one month of the Tenant's rent in effect at the time of the termination and shall be provided within 15 calendar days of service of the notice. **(2)** In lieu of direct payment, Owner may waive the payment of rent for the final month of tenancy prior to the rent becoming due. The notice shall state the amount of rent waived and that no rent is due for the final month of tenancy.

***NOTE: Other exemptions under the Civil Code may apply. Additionally, this property may be subject to local rent cap and just cause eviction controls, which may impose additional restrictions. Housing Provider is strongly advised to seek counsel from a qualified California real estate attorney, who is familiar with the law where the property is located, prior to serving any notice.**

The undersigned acknowledge a copy of this document and agree that the terms specified in Sections I, II(3), if checked, and V(3) are made a part of the lease or rental agreement specified above.

Tenant (Signature) _____ Date _____
Tommy Sizemore

Tenant (Signature) _____ Date _____
Estevan Hernandez

Housing Provider (Signature) _____ Date _____
City of Oakley

Housing Provider (Signature) _____ Date _____

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EQUAL HOUSING OPPORTUNITY

OFFER OF TENANT POSITIVE RENTAL PAYMENT REPORTING

(C.A.R. Form TRPR, Revised 6/25)

The following terms and conditions are hereby incorporated in and made a part of the Residential Lease or Month-to-Month Rental Agreement, OR ☐ Residential Lease After Sale, ☐ Other _____ ("Agreement"), dated ***01/29/2026***, on property located at (Street Address) ***1821 Dutch Slough*** (Unit/Apartment) _____ (City) ***Oakley*** (State) ***Ca*** (Zip Code) ***94561*** ("Premises"), between ***Tommy Sizemore, Estevan Hernandez*** ("Tenant") and ***City of Oakley*** ("Housing Provider").

The term "Housing Provider" may include Rental Property Owner or agent.

1. **TENANT RIGHT TO REQUEST THAT HOUSING PROVIDER REPORT TENANT'S POSITIVE RENTAL PAYMENTS TO A NATIONWIDE CONSUMER REPORTING AGENCY:**
   - **A.** Tenant has the right to request that Housing Provider report tenant's positive rental payment information to at least one nationwide consumer reporting agency. Positive rental payment information means information regarding a tenant's complete AND timely payment of rent (Civil Code § 1954.07).
   - **B.** Housing Provider **shall** comply with a tenant's request for positive rental payment information reporting to a nationwide reporting agency in either of the following two scenarios:
     (1) If the Premises is located in a rental property that contains 16 or more residential units; **OR**
     (2) If the Premises is located in a rental property that contains 15 or fewer residential units **and** BOTH of the following apply:
       (i) Housing Provider owns more than one residential rental property, regardless of the number of units; **AND**
       (ii) Housing Provider is a real estate investment trust, a corporation or a limited liability company in which at least one member is a corporation.
   - **C.** Housing Provider is not required to but may voluntarily comply with the tenant's request in other scenarios.

☐ **Notice of Exemption:** Housing Provider is NOT required to report tenant's positive rental payment information to at least one nationwide consumer reporting agency. Housing Provider does not meet either of the criteria in **paragraph 1B**.

Instructions: Parties may skip **paragraphs 2-9**. Tenant signatures in **paragraphs 10 or 11** are not needed and do not create a requirement for Housing Provider to comply with the request even if signed.

2. **POSITIVE RENTAL INFORMATION REPORTING IS OPTIONAL:** Tenant is not required to ask Housing Provider to report Tenant's positive rental payment information to a national reporting agency.
3. **TIME TO REQUEST POSITIVE RENTAL INFORMATION REPORTING:** Tenant may submit the election to have positive rental information reporting at any time.
4. **DIRECTION TO STOP POSITIVE RENTAL INFORMATION REPORTING:** If Tenant elects to have positive rental information reported, Tenant may instruct Housing Provider to stop positive rental payment information reporting at any time. However, if Tenant elects for Housing Provider to stop reporting positive rental payment information after previously electing to have such information reported, then Tenant may not require Housing Provider to resume positive rental information reporting for at least six months after making the request to opt-out of such reporting.
5. **NAME(S) OF REPORTING AGENCIES:** If Tenant elects positive rental information reporting, Housing Provider will report the information to the following consumer reporting agency(ies) ☐ TransUnion, ☐ Equifax, ☐ Experian, ☐ Other: _____ _____, ☐ Other: _____.
6. **HOW TO OPT-IN TO POSITIVE RENTAL INFORMATION REPORTING:** Tenant may elect to opt-in the positive rental information reporting by checking the Tenant Opt-In box in **paragraph 10** below, signing and dating in that box, and
   - **A.** Emailing a copy of this form with the Tenant Opt-In box completed to Housing Provider at the following email address: _____;

   OR B. ☐ This form was provided to Tenant by first-class United States mail. Tenant may opt-in to positive rental information reporting by mailing a copy of this form with the Tenant Opt-In box completed to Housing Provider, in the attached self-addressed, stamped envelope.
7. **HOW TO OPT-OUT OF POSITIVE RENTAL INFORMATION REPORTING:** Tenant may elect to opt-out of positive rental payment information reporting by checking the Tenant Opt-Out box in **paragraph 11** below, signing and dating in that box, and
   - **A.** Emailing a copy of this form with the Tenant Opt-Out box completed (or a separate document containing the same information, that is signed and dated by Tenant) to Housing Provider at the following email address: _____;

   OR B. ☐ Mailing a copy of this form with the Tenant Opt-Out box completed (or a separate document containing the same information, that is signed and dated by Tenant) to Housing Provider, at the following address: _____.
8. **ADDITIONAL COPIES OF THIS FORM:** Tenant may request additional copies of the written election of positive rental payment information reporting from the Housing Provider at any time. A housing provider that receives a request from a tenant pursuant to this paragraph shall comply with the request.

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9. SERVICE FEE FOR POSITIVE RENTAL INFORMATION REPORTING: If Tenant opts-in to positive rental information reporting:

A. Tenant shall pay Housing Provider a monthly service fee of $_____ (not to exceed $10.00 or the actual cost, whichever is lower). If the fee remains unpaid for 30 days or more, the Housing Provider may stop reporting the tenant's rental payments, and the tenant shall not elect positive rental payment information reporting again for a period of six months from the date on which the fee first became due.

OR B. [X] No monthly service fee is required.

This form was provided to Tenant with a copy of the lease/rental agreement OR [ ] by first-class mail OR [X] by email.

Housing Provider (Signature): _____ ***City of Oakley*** Date: _____

Housing Provider (Signature): _____ Date: _____

Tenant acknowledges a copy of this Offer of Tenant Positive Rental Payment Reporting form. Tenant may use paragraphs 10 or 11 below to opt-in or opt-out of such reporting. If the Notice of Exemption box is checked in paragraph 1, then Housing Provider has no obligation to follow any such request.

Tenant (Signature): _____ ***Tommy Sizemore*** Date: _____

Tenant (Signature): _____ ***Estevan Hernandez*** Date: _____

The following paragraphs may be used to Opt-In or Opt-Out of positive rental information reporting by the Housing Provider. These may be done at the time of the lease or at any time during the tenancy, subject to the terms outlined in this form. If the Notice of Exemption box is checked in paragraph 1, then Housing Provider has no obligation to follow any such request, but may voluntarily do so.

10. OPT-IN to positive rental information reporting:

By signing below, Tenant acknowledges that they have read, understand, and have received a copy of this Offer of Tenant Positive Rental Payment Reporting.

Tenant elects to have Housing Provider report tenant positive rental payment information to the agencies specified above, agrees to pay the monthly fee above, if any, and understands that Tenant may withdraw this election at any time by following the Opt-Out procedure specified.

Tenant (Signature): _____ ***Tommy Sizemore*** Date: _____

Tenant (Signature): _____ ***Estevan Hernandez*** Date: _____

OR

11. OPT-OUT of positive rental information reporting:

By signing below, Tenant acknowledges that they have read, understand, and have received a copy of this Offer of Tenant Positive Rental Payment Reporting.

Tenant elects to have Housing Provider **stop reporting** tenant positive rental payment information to the agencies specified above.

Tenant (Signature): _____ ***Tommy Sizemore*** Date: _____

Tenant (Signature): _____ ***Estevan Hernandez*** Date: _____

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FAIR HOUSING AND DISCRIMINATION ADVISORY

(C.A.R. Form FHDA, Revised 12/24)

1. **EQUAL ACCESS TO HOUSING FOR ALL:** All housing in California is available to all persons. Discrimination as noted below is prohibited by law. Resources are available for those who have experienced unequal treatment under the law.
2. **FEDERAL AND STATE LAWS PROHIBIT DISCRIMINATION AGAINST IDENTIFIED PROTECTED CLASSES:**
   - **A.** FEDERAL FAIR HOUSING ACT ("FHA") Title VIII of the Civil Rights Act; 42 U.S.C. §§ 3601-3619; Prohibits discrimination in sales, rental or financing of residential housing against persons in protected classes;
   - **B.** CALIFORNIA FAIR EMPLOYMENT AND HOUSING ACT ("FEHA") California Government Code ("GC") §§ 12900-12996,12955; 2 California Code of Regulations ("CCR") §§ 12005-12271; Prohibits discrimination in sales, rental or financing of housing opportunity against persons in protected classes by providers of housing accommodation and financial assistance services as related to housing;
   - **C.** CALIFORNIA UNRUH CIVIL RIGHTS ACT ("Unruh") California Civil Code ("CC") § 51; Prohibits business establishments from discriminating against, and requires full and equal accommodation, advantages, facilities, privileges, and services to persons in protected classes;
   - **D.** AMERICANS WITH DISABILITIES ACT ("ADA") 42 U.S.C. §§ 12181-12189; Title III of the ADA prohibits discrimination based on disability in public accommodations; and
   - **E.** OTHER FAIR HOUSING LAWS: § 504 of Rehabilitation Act of 1973 29 U.S.C. § 794; Ralph Civil Rights Act CC § 51.7; California Disabled Persons Act; CC §§ 54-55.32; any local city or county fair housing ordinances, as applicable.
3. **POTENTIAL LEGAL REMEDIES FOR UNLAWFUL DISCRIMINATION: Violations of fair housing laws may result in monetary civil fines, injunctive relief, compensatory and/or punitive damages, and attorney fees and costs.**
4. **PROTECTED CLASSES/CHARACTERISTICS:** Whether specified in Federal or State law or both, discrimination against persons based on that person's belonging to, association with, or perceived membership in, certain classes or categories, such as the following, is prohibited. Other classes, categories or restrictions may also apply.

Race (and race traits)	Color	Ancestry	National Origin	Religion
Age	Sex, Sexual Orientation	Gender, Gender Identity, Gender expression	Marital Status	Familial Status (family with a child or children under 18)
Citizenship	Immigration Status	Primary Language	Military/Veteran Status	Source of Income (e.g., Section 8 Voucher)
Medical Condition	Disability (Mental & Physical)	Genetic Information	Criminal History (non-relevant convictions)	Any Arbitrary Characteristic or Intersectionality

5. **THE CALIFORNIA DEPARTMENT OF REAL ESTATE REQUIRES TRAINING AND SUPERVISION TO PREVENT HOUSING DISCRIMINATION BY REAL ESTATE LICENSEES:**
   - **A.** California Business & Professions Code ("B&PC") § 10170.5(a)(4) requires 3 hours of training on fair housing for DRE license renewal; Real Estate Regulation § 2725(f) requires brokers who oversee salespersons to be familiar with the requirements of federal and state laws relating to the prohibition of discrimination.
   - **B.** Violation of DRE regulations or real estate laws against housing discrimination by a real estate licensee may result in the loss or suspension of the licensee's real estate license. B&PC §10177(I)(1); 10 CCR § 2780
6. **REALTOR® ORGANIZATIONS PROHIBIT DISCRIMINATION**: NAR Code of Ethics Article 10 prohibits discrimination in employment practices or in rendering real estate license services against any person because of race, color, religion, sex, disability, familial status, national origin, sexual orientation, or gender identity by REALTORS®.
7. **WHO IS REQUIRED TO COMPLY WITH FAIR HOUSING LAWS?**
   Below is a non-exclusive list of providers of housing accommodations or financial assistance services as related to housing who are most likely to be encountered in a housing transaction and who must comply with fair housing laws.
   - Sellers
   - Real estate licensees
   - Mobilehome parks
   - Insurance companies
   - Landlords/Housing Providers
   - Real estate brokerage firms
   - Homeowners Associations ("HOAs");
   - Government housing services
   - Sublessors
   - Property managers
   - Banks and Mortgage lenders
   - Appraisers
8. **EXAMPLES OF CONDUCT THAT MAY NOT BE MOTIVATED BY DISCRIMINATORY INTENT BUT COULD HAVE A DISCRIMINATORY EFFECT:**
   - **A.** Prior to acceptance of an offer, asking for or offering buyer personal information or letters from the buyer, especially with photos. Those types of documents may inadvertently reveal, or be perceived as revealing, protected status information thereby increasing the risk of **(i)** actual or unconscious bias, and **(ii)** potential legal claims against sellers and others by prospective buyers whose offers were rejected.
   - **B.** Refusing to rent **(i)** an upper-level unit to an elderly tenant out of concern for the tenant's ability to navigate stairs or **(ii)** a house with a pool to a person with young children out of concern for the children's safety.
9. **EXAMPLES OF UNLAWFUL OR IMPROPER CONDUCT BASED ON A PROTECTED CLASS OR CHARACTERISTIC:**
   - **A.** Refusing to negotiate for a sale, rental or financing or otherwise make a housing opportunity unavailable; failing to present offers due to a person's protected status;
   - **B.** Refusing or failing to show, rent, sell or finance housing; "channeling" or "steering" a prospective buyer or tenant to or away from a particular area due to that person's protected status or because of the racial, religious or ethnic composition of the neighborhood;
   - **C.** "Blockbusting" or causing "panic selling" by inducing a listing, sale or rental based on the grounds of loss of value of property, increase in crime, or decline in school quality due to the entry or prospective entry of people in protected categories into the neighborhood;
   - **D.** Making any statement or advertisement that indicates any preference, limitation, or discrimination;

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E. Inquiring about protected characteristics (such as asking tenant applicants if they are married, or prospective purchasers if they have children or are planning to start a family);
F. Using criminal history information before otherwise affirming eligibility, and without a legally sufficient justification;
G. Failing to assess financial standards based on the portion of the income responsible by a tenant who receives government subsidies (such as basing an otherwise neutral rent to income ratio on the whole rent rather than just the part of rent that is the tenant's responsibility);
H. Denying a home loan or homeowner's insurance;
I. Offering inferior terms, conditions, privileges, facilities or services;
J. Using different qualification criteria or procedures for sale or rental of housing such as income standards, application requirements, application fees, credit analyses, sale or rental approval procedures or other requirements;
K. Harassing a person;
L. Taking an adverse action based on protected characteristics;
M. Refusing to permit a reasonable modification to the premises, as requested by a person with a disability (such as refusing to allow a tenant who uses a wheelchair to install, at their expense, a ramp over front or rear steps, or refusing to allow a tenant with a disability from installing, at their own expense, grab bars in a shower or bathtub);
N. Refusing to make reasonable accommodation in policies, rules, practices, or services for a person with a disability (such as the following, if an actual or prospective tenant with a disability has a service animal or support animal):
(i) Failing to allow that person to keep the service animal or emotional support animal in rental property,
(ii) Charging that person higher rent or increased security deposit, or
(iii) Failing to show rental or sale property to that person who is accompanied by the service animal or support animal, and;
O. Retaliating for asserting rights under fair housing laws.

10. EXAMPLES OF POSITIVE PRACTICES:
A. Real estate licensees working with buyers or tenants should apply the same objective property selection criteria, such as location/neighborhood, property features, and price range and other considerations, to all prospects.
B. Real estate licensees should provide complete and objective information to all clients based on the client's selection criteria.
C. Real estate licensees should provide the same professional courtesy in responding to inquiries, sharing of information and offers of assistance to all clients and prospects.
D. Housing providers should not make any statement or advertisement that directly or indirectly implies preference, limitation, or discrimination regarding any protected characteristic (such as “no children” or “English-speakers only”).
E. Housing providers should use a selection process relying on objective information about a prospective buyer's offer or tenant's application and not seek any information that may disclose any protected characteristics (such as using a summary document, e.g. C.A.R. Form SUM-MO, to compare multiple offers on objective terms).

11. FAIR HOUSING RESOURCES: If you have questions about your obligations or rights under the Fair Housing laws, or you think you have been discriminated against, you may want to contact one or more of the sources listed below to discuss what you can do about it, and whether the resource is able to assist you.
A. Federal: **https://www.hud.gov/program_offices/fair_housing_equal_opp**
B. State: **https://calcivilrights.ca.gov/housing/**
C. Local: local Fair Housing Council office (non-profit, free service)
D. DRE: **https://www.dre.ca.gov/Consumers/FileComplaint.html**
E. Local Association of REALTORS®. List available at: **https://www.car.org/en/contactus/rosters/localassociationroster**.
F. Any qualified California fair housing attorney, or if applicable, landlord-tenant attorney.

12. LIMITED EXCEPTIONS TO FAIR HOUSING REQUIREMENTS: No person should rely on any exception below without first seeking legal advice about whether the exception applies to their situation. Real estate licensees are not qualified to provide advice on the application of these exceptions.
A. Legally compliant senior housing is exempt from FHA, FEHA and Unruh as related to age or familial status only;
B. An owner of a single-family residence who resides at the property with one lodger may be exempt from FEHA for rental purposes, PROVIDED **no real estate licensee is involved** in the rental;
C. An owner of a single-family residence may be exempt from FHA for sale or rental purposes, PROVIDED **(i) no real estate licensee is involved** in the sale or rental and **(ii)** no discriminatory advertising is used, and **(iii)** the owner owns no more than three single-family residences. Other restrictions apply;
D. An owner of residential property with one to four units who resides at the property, may be exempt from FHA for rental purposes, PROVIDED **no real estate licensee is involved** in the rental; and
E. Both FHA and FEHA do not apply to roommate situations. See, *Fair Housing Council v Roommate.com LLC*, 666 F.3d 1216 (2019).
F. Since both the 14th Amendment of the U.S. Constitution and the Civil Rights Act of 1866 prohibit discrimination based on race; the FHA and FEHA exemptions do not extend to discrimination based on race.

Buyer/Tenant and Seller/Housing Provider have read, understand and acknowledge receipt of a copy of this Fair Housing & Discrimination Advisory.

Buyer/Tenant _____ ***Tommy Sizemore*** Date _____

Buyer/Tenant _____ ***Estevan Hernandez*** Date _____

Seller/Housing Provider _____ ***City of Oakley*** Date _____

Seller/Housing Provider _____ Date _____

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EQUAL HOUSING OPPORTUNITY

Information on Dampness and Mold for Renters in California

Main points:

- Living in damp or moldy buildings increases the chances of respiratory problems like asthma.
- The critical warning signs are visible mold, water damage, damp materials, or mold smell.
- Dampness is needed for mold to grow, so if you control the dampness, you control the mold.
- Dampness or mold indoors may make housing substandard, per the California Health & Safety Code.



Beginning January 1, 2022, residential landlords shall provide this booklet to prospective residential tenants prior to entering the rental or lease agreement, in accordance with the 2001 Toxic Mold Protection Act (HSC #26148). This booklet, which explains the potential health risks and health impacts that may result from exposure to mold, was produced by the California Department of Public Health (CDPH) in 2020, in both English and Spanish versions.

Health Problems from Damp or Moldy Buildings

Living or working in damp or moldy buildings increases the risk of many harmful health problems, including:

- asthma attacks in people who already have asthma
- a new asthma diagnosis
- respiratory infections, such as bronchitis
- breathing symptoms, such as hay fever, sneezing, stuffy nose, sore throat, wheezing, breathing difficulty, or cough
- eczema or skin rash

Mold can affect people differently. How much a person is affected depends on how sensitive they are and on how much they are exposed. Damp or moldy buildings are linked to health problems in people even if they do not have allergies.

Signs of Dampness or Mold

Signs of dampness or mold that may cause health problems include:

- **visible mold** (regardless of color), such as on walls or ceilings, behind furniture or appliances, under carpets, or even hidden in areas not seen in the occupied areas of homes
- **mold odor**, noticed as an earthy, musty, or moldy smell
- **visible water damage**, such as water-stains or discoloration on walls or ceilings, peeling or bubbled paint, warped floors, or rotting wood
- **damp or moist materials**, including condensation on windows or walls

Any one of these signs indicates increased risks to health, and the more that any of them are present, the greater the risk of health problems. Tests that identify the types of mold or the amounts of mold in buildings are not useful in telling us about the health risks. This is *why CDPH does not recommend testing for mold, such as measuring mold spores in the air.*



CDPH

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Causes of Building Dampness that Can Allow Mold to Grow

The dampness that is necessary for indoor mold to grow can come from either inside or outside a building.

Indoor sources include:

- leaking or burst water pipes, for instance under sinks inside walls
- not enough venting to the outside by open windows or exhaust fans in places where water is used or moisture is produced (for example, bathrooms, laundry areas, kitchens, and water heaters)
- condensation (water droplets) on cold surfaces, including windows

Outdoor sources include:

- water coming in through leaky roofs or poorly-sealed windows, or from flooding
- damp, exposed dirt in crawl spaces
- outdoor surfaces that slope and drain water toward a building, including from a downspout





Fixing Dampness and Mold Problems

The California Health & Safety Code (HSC §17920.3) says that when dampness or visible mold (or certain other conditions) in a home is a hazard to the health of occupants, the home is *substandard* and the property owner must fix the conditions. The Code excludes mold that is "minor and found on surfaces that accumulate moisture as part of their properly functioning and intended use."

CDPH recommends fixing dampness and mold problems as follows:

- identifying and correcting the source of any water that may allow mold to grow
- rapid drying or removal of damp materials
- cleaning or removing mold and moldy materials as rapidly and safely as possible

Note: if a moldy area is simply bleached, cleaned, or painted over—without fixing the source of the dampness—the mold is likely to grow again.

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Renters in California

The California Health & Safety Code requires property owners to provide a rental unit that is safe and healthy for the people living in it. Prospective renters should look for obvious conditions that show dampness or mold, and also less obvious signs like water leaks under the kitchen and bathroom sinks or moldy odor in a sealed-up home. Also look for conditions likely to cause future problems, like a bathroom that has no working vent fan or no window that opens, or a clothes dryer without an outside vent.

For renters who suspect there is dampness or mold:

1. Tell the property owner or manager. Early detection and correction of the dampness and mold problems can reduce the risks to your health and prevent the problem from getting worse.

2. If your property owner will not respond to your concerns in a reasonable amount of time, contact your local (city or county) code enforcement agency and ask for a code enforcement officer to inspect for violations. Many dampness or mold problems in rental homes are the responsibility of the property owner and must be addressed by them. However, a code enforcement officer may determine that dampness or mold in a building results from a tenant's actions or inactions – for instance, not using available bathroom ventilation during showers.

3. If the local inspector determines there is a violation, they can require the property owner to correct the problem.

Additional Resources

For general information on dampness and mold and a list of local code enforcement agencies, with a focus on dampness and mold, see www.cdph.ca.gov/iaq/mold. To see an animated video series, Mold in the Home, visit www.cdph.ca.gov/mold.

Property owners must provide a rental unit that is safe and healthy for the people living in it.

Tenants must notify property owners of any dampness or mold problems.

For more information, visit CDPH website (www.cdph.ca.gov/Pages/contact_us.aspx)

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CALIFORNIA ASSOCIATION OF REALTORS®

ADDENDUM No. A

(C.A.R. Form ADM, Revised 6/25)

The following terms and conditions are hereby incorporated in and made a part of the Purchase agreement, OR [X] Residential Lease or Month-to-Month Rental Agreement, [ ] Other _____, dated January 29, 2026, on property known as 1821 Dutch Slough Oakley, Ca 94561 ("Property/Premises"), between Tommy Sizemore, Estevan Hernandez ("Buyer/Tenant") and City of Oakley ("Seller/Housing Provider"). The term "Housing Provider" also includes Landlord or Rental Property Owner. Buyer/Tenant and Seller/Housing Provider are referred to as the "Parties."

FORM USE NOTES: This form is intended to be used in Buyer-Seller or Tenant-Housing Provider transactions. For all other situations requiring an addendum, use an Addendum - Generic (C.A.R. form ADM-GEN).

- A change or addition to a previously provided Seller Property Questionnaire (SPQ), Real Estate Transfer Disclosure Statement (TDS), or other disclosure, may be made on an Amendment to Prior Disclosure (C.A.R. Form APD), and it may give the Buyer a right to rescind.
- To change the terms of already executed agreement, use the Amendment to Existing Agreement (C.A.R. form AEA).

1. Any approved pet(s) will be controlled within the home and yard.
2. Resident agrees to indemnify and hold landlord harmless from any and all claims made against them by reason of the admittance of a pet.
3. No smoking in the home or on the property.
4. Renters insurance is required per contract and Ridgewater Real Estate and Owner "City of Oakley" need to be listed as additional insured.
5. Utilities in tenants name(s)

The following terms and conditions are added to the lease terms:

Use and Maintenance:

The Tenant is Responsible for the cleaning and maintaining of all items used by them to keep them in proper working condition as they were at the time of Move-in. This includes Faucets, Fixtures, Toilets, Drains, Switches, Bulbs, Appliances, Electrical Outlets, Doors, Windows, Screens, Blinds, Garage Remotes, Filters, Sprinkler Heads and any other items prone to wear and tear. The Owner is responsible for the HVAC, Water Heater, Roof and Structural items. Any item found not to be in proper working order by the Tenant must be reported within 30 days of move-in.

By signing below, Buyer and Seller acknowledge that each has received a copy of this Addendum, and each has read, understands, and agrees to its terms.

Buyer/Tenant Tommy Sizemore Date _____

Buyer/Tenant Estevan Hernandez Date _____

Seller/Housing Provider City of Oakley Date _____

Seller/Housing Provider _____ Date _____

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ADM REVISED 6/25 (PAGE 1 OF 1)

EQUAL HOUSING OPPORTUNITY

ANIMAL TERMS AND CONDITIONS ADDENDUM

(C.A.R. Form ATCA, 6/23)

The following terms and conditions are hereby incorporated in and made a part of the Residential Lease or Month-to-Month Rental Agreement, OR ☐ Residential Lease After Sale, ☐ Other _____, dated ***01/29/2026***, on property located at (Street Address) ***1821 Dutch Slough*** (Unit/Apartment) _____ (City) ***Oakley*** (State) ***Ca*** (Zip Code) ***94561*** ("Premises"), in which ***Tommy Sizemore, Estevan Hernandez*** is referred to as "Tenant" and ***City of Oakley*** is referred to as "Housing Provider" (the term "Housing Provider" includes Rental Property Owner and agent).

ANIMAL ADDENDUM AND AGREEMENT:

Notwithstanding any other term in the Agreement, Housing Provider grants permission for Tenant to have the following animal(s) only on the Premises: _____, subject to the following terms and conditions:

1. **Tenant represents that the animal(s) is:**
   - **A.** ☐ a qualified service animal under California and Federal fair housing law. Tenant has previously been asked and represents that Tenant (or occupant) has a disability and the animal is trained to assist with the following disability-related task(s) (Note: Tenant is not obligated to complete the following field if, as applicable, the disability is obvious or an animal's disability related task is obvious): _____

   OR B. ☐ a qualified support animal, emotional support animal or companion animal under fair housing laws and Tenant has provided Housing Provider with documentation establishing a need for the animal;

   OR C. ☒ a pet.
2. Tenant is not allowed to have any animal on the Premises other than those designated above, including any pets that are "just visiting" unless otherwise allowed under fair housing laws.
3. Tenant represents to Housing Provider that the animal(s): **(i)** is housebroken; **(ii)** has no history of causing substantial property destruction; and **(iii)** has no history of serious threatening or causing harm to persons by biting, scratching, chewing or otherwise.
4. Tenant agrees that the animal(s) will be properly licensed and vaccinated pursuant to applicable laws and Tenant will provide proof of licensing and vaccination upon Housing Provider's or agent's request.
5. Tenant is responsible for compliance with all local laws and regulations relating to the animals.
6. Tenant agrees to clean up after their animal(s) and properly dispose of all waste.
7. Tenant agrees to keep Premises free from animal odor and stain.
8. Tenant agrees to take action to avoid pest infestations (fleas, etc.) in the Premises.
9. Animals may not be bathed or groomed in the laundry room sinks, pools, or pool area.
10. Tenant is responsible for and will be charged for any damage to the Premises caused by an animal(s), whether listed above or "just visiting." Damages include, but are not limited to, damages to floors, carpets, drapes, screens, landscaping, fencing, including odors due to the presence of animals.
11. Tenant agrees to indemnify and hold Housing Provider and Housing Provider's agents harmless from all liability, claims, demands, damages and costs for injuries to persons or property in connection with Tenant's animal(s).
12. **Terms and Conditions Applicable to Pets Only:**
    - **A.** Permission to have an pet may be revoked at any time with three days notice for cause, or for month to month tenancies with thirty days notice without cause. Tenant's failure to remove the animal(s) after permission has been revoked shall be deemed a breach of the lease or rental agreement.
    - **B.** If the Premises is part of a residential complex, pets are not allowed in pool areas, clubhouses, business office, laundry rooms, business center or fitness centers.
    - **C.** ☒ Tenant agrees to carry renter's insurance which includes coverage for pet ownership.
13. _____

By signing below, Tenant acknowledges that they have read, understand, accept, and have received a copy of this addendum.

Tenant (Signature): _____ ***Tommy Sizemore*** Date: _____

Tenant (Signature): _____ ***Estevan Hernandez*** Date: _____

Housing Provider (Signature) _____ ***City of Oakley*** Date: _____

Housing Provider (Signature) _____ Date: _____

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EQUAL HOUSING OPPORTUNITY

NOTICE OF CHANGE IN TERMS OF TENANCY INSTRUCTIONS

THE TENANT PROTECTION ACT OF 2019, aka AB 1482, ("TPA"): The TPA **(i)** imposed limits on the amount a property owner can increase rent to a residential tenant ("Rent Cap") and **(ii)** identified a limited number of reasons that a property owner may terminate a tenancy and evict a tenant ("Just Cause"). Exemptions exist to both the Rent Cap and Just Cause laws.

Common Exemptions: Under the TPA, the most common exemptions from just cause eviction laws are: (1) separately alienable single-family dwellings, including a condominium, as long as the property is not owned by ● a corporation: ● a limited liability company with a corporate member; or ● a real estate investment trust. For this exemption to apply, the Housing Provider must first give the tenant applicable notice of the exemption; (2) dwellings built in the previous 15 years prior to this notice; (3) a duplex in which one of the units was owner occupied at the commencement and throughout the tenancy; (4) single family owner occupied residences in which the owner rents no more than two units or bedrooms, including accessory dwelling units or junior accessory dwelling units; and (5) housing accommodations in which the tenant shares bathroom or kitchen facilities with the owner. Other exemptions may be applicable.

USE OF FORM AND TPA: In **paragraph** 1, identify if the Property or tenancy is covered by the TPA. If it is, fill out **paragraph 2.** If Property or tenancy is NOT covered by the TPA, fill out **paragraph 3.** This form is not intended for use in commercial tenancies and shall not be used if the tenant is a Qualified Commercial Tenant. **If property owner is uncertain whether the property or tenancy is exempt from the TPA, property owner is advised to seek legal counsel from a qualified California real estate attorney who is familiar with the TPA.**

USE OF FORM OR ALTERNATIVE: Housing Provider is advised to review the existing lease agreement and compare it with the most recent version available. Laws may have changed since the commencement of the lease. Further, the terms of the agreement may have been modified over time. Housing Provider is advised to seek legal counsel from a qualified local landlord tenant attorney about whether it is recommended to try to execute a new lease at this time or incorporate new terms as part of this Notice of Change in Terms of Tenancy.

LOCAL RENT AND EVICTION CONTROL WARNING: If the property where the Premises is located is subject to a city or county rent or eviction control ordinance or any eviction moratorium, or if housing provider does not know if the property is subject to a city or county rent or eviction control ordinance or moratorium, owner/agent is advised to seek legal counsel from a qualified local landlord tenant eviction attorney before serving this Notice.

REMOVE THIS INSTRUCTION PAGE BEFORE SERVING THE ATTACHED 2-PAGE FORM.

NOTICE OF CHANGE IN TERMS OF TENANCY

(C.A.R. Form CTT, Revised 6/23)

To: *Tommy Sizemore, Estevan Hernandez* ("Tenant")
and any other occupant(s) in possession of the premises located at:
(Street Address) *1821 Dutch Slough* (Unit/Apartment #) _____
(City) *Oakley* (State) *Ca* (Zip Code) *94561* ("Premises")

YOUR TENANCY IN THE PREMISES IS CHANGED AS FOLLOWS (All other terms and conditions of your tenancy shall remain unchanged):

The change shall take effect **30 days** from service of this Notice or on *04/01/2026*, or as otherwise specified, whichever is later.

1. APPLICABILITY OF THE TENANT PROTECTION ACT OF 2019, aka AB 1482, ("TPA"):

[X] **The Property or tenancy IS covered by the TPA.** See **paragraph 2.**
[ ] **The Property and tenancy are NOT covered by the TPA.** See **paragraph 3.**

2. PROPERTIES OR TENANCIES COVERED BY THE TPA: Housing Provider is advised to seek counsel from a qualified California real estate attorney before increasing the rent. Rental percentage increases referenced in this section are based on the increase from the lowest charged rent in the previous 12-month period.

A. Rent increase of 5% or less: The new rent shall be $ _____ per month.

B. Rent increase more than 5% but NO MORE than the maximum allowed by the TPA. The maximum increase in rent allowed over the previous 12-month period is calculated by using a formula established in the TPA (Civil Code §1947.12(g)) but in no event greater than 10%. **The new rent shall be** $ *796.00* per month.

3. PROPERTIES OR TENANCIES NOT SUBJECT TO THE TPA: Housing Provider is strongly advised to seek counsel from a qualified California real estate attorney who is familiar with the TPA before selecting either of the options below. Rental percentage increases referenced in this section are based on the increase from the lowest charged rent in the previous 12-month period.

A. Rent increase of no more than 10%: The new rent shall be $ _____ per month.

B. Rent increase greater than 10%: The new rent shall be $ _____ per month.
(Pursuant to California Civil Code §827, the change shall take effect **90 days** from service of this Notice or on _____, whichever is later.)

4. ALL PROPERTIES

A. Security deposit shall be increased by $ _____.

B. [ ] **Rent Cap and Just Cause Addendum** (C.A.R. form RCJC) is attached and incorporated into the lease or rental agreement.

C. Other Changes not including rent:

_____
_____
_____

Housing Provider (Owner or Agent) _____ Date _____

Housing Provider (Owner or Agent) _____ Date _____

Tenant acknowledges receipt of this notice of change in terms of tenancy. Note to Tenant: Once this Notice of Change in Terms of Tenancy has been delivered to you pursuant to paragraph 5, the specified change to your tenancy will take effect on the date identified before paragraph 1 even if you do not sign.

Tenant *Tommy Sizemore* Date _____

Tenant *Estevan Hernandez* Date _____

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WEICHERT, REALTORS® - HH and Associates, 2170 Main St Suite C Oakley CA 94561 Phone: 9258729625 Fax: 9254011045 Dutch Slough
David Hansen
Produced with Lone Wolf Transactions (zipForm Edition) 717 N Harwood St, Suite 2200, Dallas, TX 75201 www.lwolf.com

5. DELIVERY OF NOTICE/PROOF OF SERVICE:
This Notice was served by ***David Hansen***, on _____ (date)
In the following manner: (if mailed, a copy was mailed at _____ (Location),
on _____ (enter date, if different from date on first line of this paragraph))
Emailing a notice does not satisfy the requirements of Code of Civil Procedure §§1162(a) or 1162(b).

If this notice is being used solely to change the amount of rent to be paid, the service should be done by either option A1 or A2, below. If this notice includes any change to the terms other than rent (even if rent is also being changed), then, to comply with state law, service attempts must be done in the following order: A1, then B, then C.

A1. [X] **Personal service.** A copy of the Notice was personally delivered to the above named Tenant.

A2. [ ] **Service by first class mail (for changes to rent only). A copy of the Notice was sent by first class mail, postage prepaid. Five additional days were provided for in the notice above if sent in California, ten (10) additional days if sent from another state, twenty (20) additional days if sent from outside of the United States.**

B. NOTE: SUBSTITUTED SERVICE MAY BE USED IF THE TENANT IS ABSENT FROM THE TENANT'S RESIDENCE OR USUAL PLACE OF BUSINESS.

[ ] **Substituted service (if change includes something other than rent).** A copy of the Notice was left with a person of suitable age and discretion at the Tenant's residence or usual place of business and a copy was mailed, by first class mail, postage prepaid, to the Tenant at the Premises.

C. NOTE: POSTING AND MAILING OF THE NOTICE MAY BE USED ONLY IF THE TENANT'S RESIDENCE OR USUAL PLACE OF BUSINESS CANNOT BE ASCERTAINED OR IF KNOWN THEN ONLY IF NO PERSON OF SUITABLE AGE AND DISCRETION CAN BE FOUND AT THOSE LOCATIONS.

[ ] **Post and mail (if change includes something other than rent).** A copy of the Notice was affixed to a conspicuous place on the Premises and a copy was mailed, by first class mail, postage prepaid, to the Tenant at the Premises.

_____ _____
(Signature of person serving Notice) (Date)

_____
(Print Name)

(Keep a copy for your records.)

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EQUAL HOUSING OPPORTUNITY

RESIDENTIAL LEASE OR MONTH-TO-MONTH RENTAL AGREEMENT

(C.A.R. Form RLMM, Revised 12/24)

Date 01/29/2026, Mary Ann Pastor, Ricky Pastor ("Tenant") and City of Oakley Rental Property Owner ("RPO"), Authorized Broker or Agent, or Property Manager ("Housing Provider"), agree as follows ("Agreement"):

1. PROPERTY:

A. Housing Provider rents to Tenant and Tenant rents from Housing Provider, the real property and improvements described as: 5920 Jersey Island Road, Oakley, Ca 94561 ("Premises").

B. The Premises are for the sole use as a personal residence by the following named person(s) only: Mary Ann Pastor & Ricky Pastor.
Any person in the Premises, other than those listed in this paragraph are considered guests. Guests are not permitted to stay more than **14 (or _____) days** without Housing Provider's written consent.

C. The following personal property, maintained pursuant to **paragraph 11**, is included: _____ _____ or ☐ (if checked) the personal property on the attached addendum is included.

D. The Premises may be subject to a local rent or eviction control ordinance, or both.

2. TERM: The term begins on (date) 03/01/2026 ("Commencement Date"). If Tenant has not paid all amounts then due; **(i)** Tenant has no right to possession or keys to the premises and; **(ii)** this Agreement is voidable at the option of Housing Provider, 2 calendar days after giving Tenant a Notice to Pay (C.A.R. Form PPN). Notice may be delivered to Tenant **(i)** in person; **(ii)** by mail to Tenant's last known address; or **(iii)** by email, if provided in Tenant's application or previously used by Tenant to communicate with Housing Provider or it's agent. If Housing Provider elects to void the lease, Housing Provider shall refund to Tenant all rent and security deposit paid.

(Check A or B):

☒ **A. Month-to-Month:** This Agreement continues from the commencement date as a month-to-month tenancy. Tenant may terminate the tenancy by giving written notice at least 30 days prior to the intended termination date. Tenant shall be responsible for paying rent through the termination date even if moving out early. Housing Provider may terminate the tenancy by giving written notice as provided by law. Such notices may be given on any date.

☐ **B. Lease:** This Agreement shall terminate on (date) _____ at _____ ☐ AM/ ☐ PM. Tenant shall vacate the Premises upon termination of the Agreement, unless: **(i)** Housing Provider and Tenant have extended this Agreement in writing or signed a new agreement; **(ii)** mandated by any rent increase cap or just cause eviction control under any state or local law; or **(iii)** Housing Provider accepts Rent from Tenant (other than past due Rent), in which case a month-to-month tenancy shall be created which either party may terminate as specified in **paragraph 2A**. Rent shall be at a rate agreed to by Housing Provider and Tenant, or as allowed by law. All other terms and conditions of this Agreement shall remain in full force and effect.

3. RENT: "Rent" shall mean all monetary obligations of Tenant to Housing Provider under the terms of the Agreement, except security deposit.

A. Tenant agrees to pay $650.00 per month for the term of the Agreement.

B. Rent is payable in advance on the **1st (or _____) day** of each calendar month, and is delinquent on the next day.

C. If Commencement Date falls on any day other than the day Rent is payable under **paragraph 3B**, and Tenant has paid one full month's Rent in advance of Commencement Date, Rent for the second calendar month shall be prorated and Tenant shall pay 1/30th of the monthly rent per day for each day remaining in the prorated second month.

D. PAYMENT:

(1) Rent shall be paid by ☐ personal check, ☐ money order, ☐ cashier's check, made payable to _____, ☒ wire/electronic payment to RidgeWater Real Estate, or ☐ other _____. Payment via electronic apps such as PayPal or Venmo will not (☐ will) be accepted.

(2) Rent shall be delivered to (name) David Hansen (whose phone number is) (925)872-9625 at (address) 2170 Main Street Suite C, Oakley, Ca. 94561 (or at any other location subsequently specified by Housing Provider in writing to Tenant) (and ☐ if checked, rent may be paid personally, between the hours of _____ and _____ on the following days _____).

(3) If any payment is returned for non-sufficient funds ("NSF") or because tenant stops payment, then, after that: **(i)** Housing Provider may, in writing, require Tenant to pay Rent in cash for three months and **(ii)** all future Rent shall be paid by ☐ money order, or ☒ cashier's check.

E. Rent payments received by Housing Provider shall be applied to the earliest amount(s) due or past due.

4. SECURITY DEPOSIT:

A. Tenant agrees to pay $1,000.00 as a security deposit.
(The maximum amount of security deposit paid on or before initial occupancy, however designated, cannot exceed one month's Rent unless an exception applies. See Security Deposit Exception Disclosure and Addendum, C.A.R. Form SDDA, for additional information.)

B. Security deposit is in addition to any advance payment of first month's Rent. Security deposit law does not prohibit the payment of advance rent of not less than six months' rent if the term of the lease is six months or longer.

C. Security deposit will be ☒ transferred to and held by the Owner of the Premises, or ☐ held in Owner's Broker's trust account.

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D. All or any portion of the security deposit may be used, as reasonably necessary, to: **(i)** cure Tenant's default in payment of Rent (which includes Late Charges, NSF fees or other sums due); **(ii)** repair damage, excluding ordinary wear and tear, caused by Tenant or by a guest, invitee or licensee of Tenant; **(iii)** clean Premises, if necessary, upon termination of the tenancy; and **(iv)** replace or return personal property or appurtenances. **SECURITY DEPOSIT SHALL NOT BE USED BY TENANT IN LIEU OF PAYMENT OF LAST MONTH'S RENT.** If all or any portion of the security deposit is used during the tenancy, Tenant agrees to reinstate the total security deposit within 5 days after written notice is delivered to Tenant. Within 21 days after Tenant vacates the Premises, Housing Provider shall: (1) furnish Tenant an itemized statement indicating the amount of any security deposit received and the basis for its disposition and supporting documentation as required by California Civil Code § 1950.5(g); and (2) return any remaining portion of the security deposit to Tenant.

E. **Security deposit will not be returned until all Tenants have vacated the Premises and all keys returned. Any security deposit returned by check shall be made out to all Tenants named on this Agreement, or as subsequently modified.**

F. No interest will be paid on security deposit unless required by local law.

G. If the security deposit is held by Owner, Tenant agrees not to hold Broker responsible for its return. If the security deposit is held in Owner's Broker's trust account, **and** Broker's authority is terminated before expiration of this Agreement, **and** security deposit is released to someone other than Tenant, **then** Broker shall notify Tenant, in writing, where and to whom security deposit has been released. Once Tenant has been provided such notice, Tenant agrees not to hold Broker responsible for the security deposit.

5. MOVE-IN COSTS RECEIVED/DUE: Move-in funds shall be paid by ☐ personal check, ☐ money order, ☐ cashier's check, or ☒ wire/ electronic payment.

Category	Total Due	Payment Received	Balance Due	Due Date	Payable To
Rent from *03/01/2026* to *03/31/2026* (date)	*$650.00*		*$650.00*	*03/01/2026*	*RidgeWater Real Estate*
Security Deposit	*$1,000.00*	*$1,000.00*			
Other					
Other					
Total	*$1,650.00*	*$1,000.00*	*$650.00*		

6. LATE CHARGE; RETURNED CHECKS:

A. Tenant acknowledges either late payment of Rent or issuance of a returned check may cause Housing Provider to incur costs and expenses, the exact amounts of which are extremely difficult and impractical to determine. These costs may include, but are not limited to, processing, enforcement and accounting expenses, and late charges imposed on Housing Provider. If any installment of Rent due from Tenant is not received by Housing Provider within **5 (or _____) calendar days** after the date due, or if a check is returned, Tenant shall pay to Housing Provider, respectively, an additional sum of $*75.00* or _____% of the Rent due as a Late Charge and $25.00 as a NSF fee for the first returned check and $35.00 as a NSF fee for each additional returned check, either or both of which shall be deemed additional Rent.

B. Housing Provider and Tenant agree that these charges represent a fair and reasonable estimate of the costs Housing Provider may incur by reason of Tenant's late or NSF payment. Any Late Charge or NSF fee due shall be paid with the current installment of Rent. Housing Provider's acceptance of any Late Charge or NSF fee shall not constitute a waiver as to any default of Tenant. Housing Provider's right to collect a Late Charge or NSF fee shall neither be deemed an extension of the date Rent is due under **paragraph 3** nor prevent Housing Provider from exercising any other rights and remedies under this Agreement and as provided by law.

7. PARKING: (Check A or B)

☒ **A.** Parking is permitted as follows: *On the property. No storage of non-operating or non-tenant vehicles without written permission.*
The right to parking ☐ is ☐ is not included in the Rent charged pursuant to **paragraph 3**. If not included in the Rent, the parking rental fee shall be an additional $_____ per month. Parking space(s) are to be used only for parking properly registered and operable motor vehicles, except for trailers, boats, campers, buses or trucks (other than pick-up trucks). Tenant shall park in assigned space(s) only. Parking space(s) are to be kept clean. Vehicles leaking oil, gas or other motor vehicle fluids shall not be parked on the Premises. Mechanical work, or storage of inoperable vehicles, or storage of any kind is not permitted in parking space(s) or elsewhere on the Premises except as specified in **paragraph 8**.

OR ☐ **B.** Parking is not permitted on the real property of which the Premises is a part.

8. STORAGE: (Check A or B)

☐ **A.** Storage is permitted as follows: _____
The right to separate storage space ☐ is, ☐ is not, included in the Rent charged pursuant to **paragraph 3**. If not included in the Rent, storage space fee shall be an additional $_____ per month. Tenant shall store only personal property Tenant owns, and shall not store property claimed by another or in which another has any right, title or interest. Tenant shall not store any improperly packaged food or perishable goods, flammable materials, explosives, hazardous waste or other inherently dangerous material, or illegal substances.

OR ☒ **B.** Except for Tenant's personal property, contained entirely within the Premises, storage is not permitted on the Premises.

9. UTILITIES: Tenant agrees to pay for all utilities and services, and the following charges: _____.
except _____, which shall be paid for by Housing Provider, or ☐ as agreed on a separate addendum. If any utilities are not separately metered, Tenant shall pay Tenant's proportional share, as reasonably determined and directed by Housing Provider. If utilities are separately metered, Tenant shall place utilities in Tenant's name as of the Commencement Date. Housing Provider is only responsible for installing and maintaining one usable telephone jack and one telephone line to the Premises. Tenant shall pay any cost for conversion from existing utilities service provider.

☐ **A. Water Submeters:** Water use on the Premises is measured by a submeter and Tenant will be separately billed for water usage based on the submeter. See attached Water Submeter Addendum (C.A.R. Form WSM) for additional terms.

☐ **B. Gas Meter:** The Premises does not have a separate gas meter.

☐ **C. Electric Meter:** The Premises does not have a separate electrical meter.

10. CONDITION OF PREMISES: Tenant has examined Premises and, if any, all furniture, furnishings, appliances, landscaping and fixtures, including smoke alarm(s) and carbon monoxide detector(s).
(Check all that apply:)

☐ **A.** Tenant's acknowledgment of the condition of these items is contained in an attached statement of condition (C.A.R. Form MII).

☐ **B.** **(i)** Housing Provider will Deliver to Tenant a statement of condition (C.A.R. Form MII) ☐ within **3 days** after execution of this Agreement; ☐ prior to the Commencement Date; ☐ within **3 days** after the Commencement Date. **(ii)** Tenant shall complete and return the MII to Housing Provider within **3 (or ____) days** after Delivery. Tenant's failure to return the MII within that time shall conclusively be deemed Tenant's Acknowledgement of the condition as stated in the MII.

☐ **C.** Tenant will provide Housing Provider a list of items that are damaged or not in operable condition within **3 (or _____) days** after Commencement Date, not as a contingency of this Agreement but rather as an acknowledgment of the condition of the Premises.

☒ **D.** Other: *Tenant has resided in home for over 10 years. Originally with different ownership.* .

11. MAINTENANCE USE AND REPORTING:

A. Tenant shall properly use, operate and safeguard Premises, including if applicable, any landscaping, furniture, furnishings and appliances, and all mechanical, electrical, gas and plumbing fixtures, carbon monoxide detector(s) and smoke alarms, and keep them and the Premises clean, sanitary and well ventilated. Tenant shall be responsible for any additional phone lines beyond the one line and jack that Housing Provider shall provide and maintain. Tenant shall replace any burned out or malfunctioning light bulbs. Tenant shall immediately notify Housing Provider, in writing, of any problem, malfunction or damage with any item including carbon monoxide detector(s) and smoke alarms on the property. Tenant shall be charged for all repairs or replacements caused by Tenant, pets, guests or licensees of Tenant, excluding ordinary wear and tear. Tenant shall be charged for all damage to Premises as a result of failure to report a problem in a timely manner. Tenant shall be charged for repair of drain blockages or stoppages, unless caused by defective plumbing parts or tree roots invading sewer lines.

B. ☐ Housing Provider ☒ Tenant ☐ HOA shall water the garden, landscaping, trees and shrubs, except: _____ .

C. ☐ Housing Provider ☒ Tenant ☐ HOA shall maintain the garden, landscaping, trees and shrubs, except: _____ .

D. ☐ Housing Provider ☐ Tenant shall maintain _____ .

E. Housing Provider and Tenant agree that State or local water use restrictions shall supersede any obligation of Housing Provider or Tenant to water or maintain any garden, landscaping, trees or shrubs pursuant to **paragraphs 11B, 11C**, and **11D**.

F. Tenant's failure to maintain any item for which Tenant is responsible shall give Housing Provider the right to hire someone to perform such maintenance and charge Tenant to cover the cost of such maintenance.

G. **PERIODIC PEST CONTROL:** ☐ Housing Provider ☐ Tenant shall pay for periodic pest control by the following service provider: _____. This obligation shall only be applicable if the Premises is a house and the periodic pest control treatment is being provided at the execution of this Agreement. The current cost of such treatment is: $ _____ per _____.

H. The following items of personal property are included in the Premises without warranty and Housing Provider will not maintain, repair or replace them: _____ .

I. Tenant understands that if Premises is located in a Common Interest Development, Housing Provider may not have authority or control over certain parts of the Premises such as roof, electrical, gas or plumbing features inside certain walls, and common areas such as landscaping, shared parking structure or garage.

J. Tenant shall not use the premises to plant, grow, cultivate or sell marijuana.

12. NEIGHBORHOOD CONDITIONS: Tenant is advised to satisfy himself or herself as to neighborhood or area conditions, including, but not limited to, schools, proximity and adequacy of law enforcement, crime statistics, proximity of registered felons or offenders, fire protection, other governmental services, availability, adequacy and cost of any wired, wireless internet connections or other telecommunications or other technology services and installations, proximity to commercial, industrial or agricultural activities, existing and proposed transportation, construction and development that may affect noise, view, or traffic, airport noise, noise or odor from any source, wild and domestic animals, other nuisances, hazards, or circumstances, cemeteries, facilities and condition of common areas, conditions and influences of significance to certain cultures and/or religions, and personal needs, requirements and preferences of Tenant.

13. ANIMALS: Unless otherwise provided in California Civil Code § 54.2, or other law, no animal shall be kept on or about the Premises without Housing Provider's prior written consent, ☒ except as agreed to in the attached Animals Terms and Conditions Addendum (C.A.R. Form ATCA).

14. SMOKING:

A. **(i)** Tenant is responsible for all damage caused by smoking including, but not limited to stains, burns, odors and removal of debris; **(ii)** Tenant acknowledges that in order to remove odor caused by smoking, Housing Provider may need to replace carpet and drapes and paint the entire premises regardless of when these items were last cleaned, replaced or repainted. Such actions and other necessary steps will impact the return of any security deposit.

B. The Premises or common areas may be subject to a local non-smoking ordinance.

C. NO SMOKING of any substance is allowed on the Premises or common areas. If smoking does occur on the Premises or common areas, **(i)** Tenant is in material breach of this Agreement; **(ii)** Tenant, guests, and all others may be required to leave the Premises. ☐ Smoking of the following substances only is allowed: _____.

15. RULES/REGULATIONS:

A. Tenant agrees to comply with all Housing Provider rules and regulations that are at any time posted on the Premises or delivered to Tenant. Tenant shall not, and shall ensure that guests, invitees and licensees of Tenant shall not, disturb, annoy, endanger or interfere with other tenants of the building or neighbors, or use the Premises for any unlawful purposes, under federal, state or local law including, but not limited to, using, manufacturing, selling, storing or transporting illicit drugs or other contraband, or violate any law or ordinance, or commit a waste or nuisance on or about the Premises.

B. **(If applicable, check one)**

☐ (1) Housing Provider shall provide Tenant with a copy of the rules and regulations within ____ days or _____ .

OR ☐ (2) Tenant has been provided with, and acknowledges receipt of, a copy of the rules and regulations.

16. ☐ (If checked) **CONDOMINIUM; PLANNED UNIT DEVELOPMENT:**

A. The Premises are a unit in a condominium, planned unit development, common interest subdivision or other development governed by a homeowners' association ("HOA"). The name of the HOA is _____. Tenant agrees to comply with all HOA covenants, conditions and restrictions, bylaws, rules and regulations and decisions ("HOA Rules"). Tenant shall reimburse Housing Provider for any fines or charges imposed by HOA or other authorities, due to any violation by Tenant, or the guests or licensees of Tenant, or Housing Provider shall have the right to deduct such amounts from the security deposit.

B. If applicable, Tenant is required to pay a fee to the HOA to gain access to certain areas within the development such as but not necessarily including or limited to the front gate, pool, and recreational facilities. If not specified in **paragraph 5**, Tenant is solely responsible for payment and satisfying any HOA requirements prior to or upon or after the Commencement Date.

C. **(Check one)**

☐ (1) Housing Provider shall provide Tenant with a copy of the HOA Rules within _____ days or _____.

OR ☐ (2) Tenant has been provided with, and acknowledges receipt of, a copy of the HOA Rules.

17. **ALTERATIONS; REPAIRS:** Unless otherwise specified by law or **paragraph 25C**, without Housing Provider's prior written consent, **(i)** Tenant shall not make any repairs, alterations or improvements in or about the Premises including: painting, wallpapering, adding or changing locks, installing antenna or satellite dish(es), placing signs, displays or exhibits, or using screws, fastening devices, large nails or adhesive materials; **(ii)** Housing Provider shall not be responsible for the costs of alterations or repairs made by Tenant; **(iii)** Tenant shall not deduct from Rent the costs of any repairs, alterations or improvements; and **(iv)** any deduction made by Tenant shall be considered unpaid Rent.

18. **KEYS; LOCKS:**

A. Tenant acknowledges receipt of (or Tenant will receive ☐ prior to the Commencement Date, or ☐ _____):

☒ 2 key(s) to Premises,	☐ _____ remote control device(s) for garage door/gate opener(s),
☐ _____ key(s) to mailbox,	☐ _____,
☐ _____ key(s) to common area(s),	☐ _____,

B. Tenant acknowledges that locks to the Premises ☐ have, ☒ have not, been re-keyed.

C. If Tenant re-keys existing locks or opening devices, Tenant shall immediately deliver copies of all keys to Housing Provider. Tenant shall pay all costs and charges related to loss of any keys or opening devices. Tenant may not remove locks, even if installed by Tenant.

19. **ENTRY:**

A. Tenant shall make Premises available to Housing Provider or Housing Provider's representative for the purpose of entering to make necessary or agreed repairs (including, but not limited to, installing, repairing, testing, and maintaining smoke detectors and carbon monoxide devices, and bracing, anchoring or strapping water heaters, or repairing dilapidation relating to the presence of mold), decorations, alterations, or improvements; or supplying necessary or agreed services; or to show Premises to prospective or actual purchasers, tenants, mortgagees, lenders, appraisers, contractors and others (collectively "Interested Persons"). Tenant agrees that Housing Provider, Broker and Interested Persons may take photos of the Premises.

B. Housing Provider and Tenant agree that 24-hour written notice shall be reasonable and sufficient notice, except as follows:

(1) 48-hour written notice is required to conduct an inspection of the Premises prior to the Tenant moving out, unless the Tenant waives the right to such notice.

(2) If Housing Provider has in writing informed Tenant that the Premises are for sale and that Tenant will be notified orally to show the premises (C.A.R. Form NSE), then, for the next 120 days following the delivery of the NSE, notice may be given orally to show the Premises to actual or prospective purchasers.

(3) No written notice is required if Housing Provider and Tenant orally agree to an entry for agreed services or repairs if the date and time of entry are within one week of the oral agreement.

(4) No notice is required: **(i)** to enter in case of an emergency; **(ii)** if the Tenant is present and consents at the time of entry; or **(iii)** if the Tenant has abandoned or surrendered the Premises.

C. ☐ (If checked) Tenant authorizes the use of a keysafe/lockbox to allow entry into the Premises and agrees to sign a keysafe/lockbox addendum (C.A.R. Form KLA).

20. **PHOTOGRAPHS AND INTERNET ADVERTISING:**

A. In order to effectively market the Premises for sale or rental it is often necessary to provide photographs, virtual tours and other media to Interested Persons. Tenant agrees that Broker may photograph or otherwise electronically capture images of the exterior and interior of the Premises ("Images") for static and/or virtual tours of the Premises by Interested Persons for use on Broker's website, the MLS, and other marketing materials and sites. Tenant acknowledges that once Images are placed on the Internet neither Broker nor Housing Provider has control over who can view such Images and what use viewers may make of the Images, or how long such Images may remain available on the Internet. Tenant is advised to store or otherwise remove from view, anything of a personal nature which Tenant would not want to appear in any Images, including but not limited to, family photos, documents, or other valuables.

B. Tenant acknowledges that prospective Interested Persons coming onto the Premises may take photographs, videos or other images of the Premises. Tenant understands that Broker does not have the ability to control or block the taking and use of Images by any such persons. Once Images are taken and/or put into electronic display on the Internet or otherwise, neither Broker nor Housing Provider has control over who views such Images nor what use viewers may make of the Images.

21. **SIGNS:** Tenant authorizes Housing Provider to place FOR SALE/LEASE signs on the Premises.

22. **ASSIGNMENT; SUBLETTING:**

A. Tenant shall not sublet all or any part of Premises, or parking or storage spaces, or assign or transfer this Agreement or any interest in it, without Housing Provider's prior written consent. Unless such consent is obtained, any assignment, transfer or subletting of Premises or this Agreement or tenancy, by voluntary act of Tenant, operation of law or otherwise, shall, at the option of Housing Provider, terminate this Agreement. Any proposed assignee, transferee or sublessee shall submit to Housing Provider an application and credit information for Housing Provider's approval and, if approved, sign a separate written agreement with Housing Provider and Tenant. Housing Provider's consent to any one assignment, transfer or sublease, shall not be construed as consent to any subsequent assignment, transfer or sublease and does not release Tenant of Tenant's obligations under this Agreement.

B. This prohibition also applies (☐ does not apply) to short term, vacation, and transient rentals such as, but not limited to, those arranged through AirBnB, VRBO, HomeAway or other short term rental services.

C. Any violation of this prohibition is a non-curable, material breach of this Agreement.

23. **JOINT AND INDIVIDUAL OBLIGATIONS:** If there is more than one Tenant, each one shall be individually and completely responsible for the performance of all obligations of Tenant under this Agreement, jointly with every other Tenant, and individually, whether or not in possession.
24. **POSSESSION:**
    A. (1) Tenant is not in possession of the Premises. If Housing Provider is unable to deliver possession of Premises on Commencement Date, such Date shall be extended to the date on which possession is made available to Tenant. If Housing Provider is unable to deliver possession within **5 (or _____) calendar days** after agreed Commencement Date, Tenant may terminate this Agreement by giving written notice to Housing Provider, and shall be refunded all Rent and security deposit paid.
    OR (2) [X] Tenant is already in possession of the Premises.
    B. Possession is deemed terminated when Tenant has returned all keys to the Premises to Housing Provider.
25. **TENANT'S OBLIGATIONS UPON VACATING PREMISES:**
    A. Upon termination of this Agreement, Tenant shall: **(i)** give Housing Provider all copies of all keys and any opening devices to Premises, including any common areas; **(ii)** vacate and surrender Premises to Housing Provider, empty of all persons; and personal property belonging to Tenant **(iii)** vacate any/all parking and/or storage space; **(iv)** clean and deliver Premises, as specified in **paragraph 25C** below, to Housing Provider in the same condition as referenced in **paragraph 10**; **(v)** remove all debris; **(vi)** give written notice to Housing Provider of Tenant's forwarding address; and **(vii)** _____.
    B. All alterations/improvements made by or caused to be made by Tenant, with or without Housing Provider's consent, become the property of Housing Provider upon termination. Housing Provider may charge Tenant for restoration of the Premises to the condition it was in prior to any alterations/improvements.
    C. Right to Pre-Move-Out Inspection and Repairs: (i) After giving or receiving notice of termination of a tenancy (C.A.R. Form NTT), or before the expiration of this Agreement, Tenant has the right to request that an inspection of the Premises take place prior to termination (C.A.R. Form NRI). If Tenant requests such an inspection, Tenant shall be given an opportunity to remedy identified deficiencies prior to termination, consistent with the terms of this Agreement. **(ii)** Any repairs or alterations made to the Premises as a result of this inspection (collectively, "Repairs") shall be made at Tenant's expense. Repairs may be performed by Tenant or through others, who have adequate insurance and licenses and are approved by Housing Provider. The work shall comply with applicable law, including governmental permit, inspection and approval requirements. Repairs shall be performed in a good, skillful manner with materials of quality and appearance comparable to existing materials. It is understood that exact restoration of appearance or cosmetic items following all Repairs may not be possible. **(iii)** Tenant shall: (a) obtain receipts for Repairs performed by others; (b) prepare a written statement indicating the Repairs performed by Tenant and the date of such Repairs; and (c) provide copies of receipts and statements to Housing Provider prior to termination. **Paragraph 25C** does not apply when the tenancy is terminated pursuant to California Code of Civil Procedure § 1161(2), (3), or (4).
26. **BREACH OF CONTRACT; EARLY TERMINATION:** In addition to any obligations established by **paragraph 25**, in the event of termination by Tenant prior to completion of the original term of the Agreement or any extension, Tenant shall also be responsible for lost Rent, rental commissions, advertising expenses and painting costs necessary to ready Premises for re-rental. Housing Provider may withhold any such amounts from Tenant's security deposit.
27. **TEMPORARY RELOCATION:** Subject to local law, Tenant agrees, upon demand of Housing Provider, to temporarily vacate Premises for a reasonable period, to allow for fumigation (or other methods) to control wood destroying pests or organisms, or other repairs to Premises. Tenant agrees to comply with all instructions and requirements necessary to prepare Premises to accommodate pest control, fumigation or other work, including bagging or storage of food and medicine, and removal of perishables and valuables. Tenant shall only be entitled to a credit of Rent equal to the per diem Rent for the period of time Tenant is required to vacate Premises.
28. **DAMAGE TO PREMISES:** If, by no fault of Tenant, Premises are totally or partially damaged or destroyed by fire, earthquake, accident or other casualty that render Premises totally or partially uninhabitable, either Housing Provider or Tenant may terminate this Agreement by giving the other written notice. Rent shall be abated as of the date Premises become totally or partially uninhabitable. The abated amount shall be the current monthly Rent prorated on a 30-day period. If the Agreement is not terminated, Housing Provider shall promptly repair the damage, and Rent shall be reduced based on the extent to which the damage interferes with Tenant's reasonable use of Premises. If damage occurs as a result of an act of Tenant or Tenant's guests, only Housing Provider shall have the right of termination, and no reduction in Rent shall be made.
29. **INSURANCE:**
    A. Tenant's, guest's, invitees or licensee's personal property and vehicles are not insured by Housing Provider, manager or, if applicable, HOA, against loss or damage due to fire, theft, vandalism, rain, water, criminal or negligent acts of others, or any other cause. **Tenant is advised to carry Tenant's own insurance (renter's insurance) to protect Tenant from any such loss or damage.**
    B. Tenant shall comply with any requirement imposed on Tenant by Housing Provider's insurer to avoid: **(i)** an increase in Housing Provider's insurance premium (or Tenant shall pay for the increase in premium); or **(ii)** loss of insurance.
    C. [X] Tenant shall obtain liability insurance, in an amount not less than $*100,000.00* for injury or damage to, or upon, the Premises during the term of this agreement or any extension. The liability policy shall name Housing Provider, and Property Manager, if applicable: **(i)** as an additional interest, requiring insurer to notify such person if the policy is changed, cancelled or not renewed; and **(ii)** as an additional insured, if available from the insurer. Tenant shall provide Housing Provider a copy of the insurance policy before commencement of this Agreement, and a rider prior to renewal. Housing Provider and Tenant are advised to seek counsel from a qualified California attorney or insurance broker regarding the availability of insurance, prior to entering into this Agreement.
30. **WATERBEDS/PORTABLE WASHERS:** Tenant shall not use or have waterbeds on the Premises unless: **(i)** Tenant obtains a valid waterbed insurance policy; **(ii)** Tenant increases the security deposit in an amount equal to one-half of one month's Rent; and **(iii)** the bed conforms to the floor load capacity of Premises. Tenant shall not use on the Premises [X] Portable Dishwasher [X] Portable Washing Machine.
31. **WAIVER:** The waiver of any breach shall not be construed as a continuing waiver of the same or any subsequent breach.
32. **NOTICE:** Notices may be served at the following address, or at any other location subsequently designated:

Housing Provider: *Ridgewater Real Estate Property Management*
2170 Main St Suite C
Oakley, Ca. 94561

Tenant: *Mary Ann Pastor*
5920 Jersey Island Rd
Oakley, Ca. 94561

33. TENANT ESTOPPEL CERTIFICATE: Tenant shall execute and return a tenant estoppel certificate delivered to Tenant by Housing Provider or Housing Provider's agent within **3 days** after its receipt (C.A.R. Form TEC). Failure to comply with this requirement shall be deemed Tenant's acknowledgment that the tenant estoppel certificate is true and correct, and may be relied upon by a lender or purchaser.

34. REPRESENTATION

A. TENANT REPRESENTATION; OBLIGATIONS REGARDING OCCUPANTS; CREDIT: Tenant warrants that all statements in Tenant's rental application are accurate. Housing Provider requires all occupants 18 years of age or older and all emancipated minors to complete a lease rental application. Tenant acknowledges this requirement and agrees to notify Housing Provider when any occupant of the Premises reaches the age of 18 or becomes an emancipated minor. Tenant authorizes Housing Provider and Broker(s) to obtain Tenant's credit during the tenancy in connection with a modification of this Agreement. Before occupancy begins, Housing Provider may cancel this Agreement upon disapproval of the credit report(s) or upon discovering that information in Tenant's application is false. During the tenancy, Housing Provider may reject any such modification upon disapproval of the credit report(s) obtained in connection with the modification. A negative credit report reflecting on Tenant's record may be submitted to a credit reporting agency if Tenant fails to fulfill the terms of payment and other obligations under this Agreement.

B. HOUSING PROVIDER REPRESENTATIONS: Housing Provider warrants that, unless otherwise specified in writing, Housing Provider is unaware of **(i)** any recorded Notices of Default affecting the Premise; **(ii)** any delinquent amounts due under any loan secured by the Premises; and **(iii)** any bankruptcy proceeding affecting the Premises.

35. MEDIATION:

A. Consistent with **paragraphs 35B** and **35C** below, Housing Provider and Tenant agree to mediate any dispute or claim arising between them out of this Agreement, or any resulting transaction, before resorting to court action. Mediation fees, if any, shall be divided equally among the parties involved. If, for any dispute or claim to which this paragraph applies, any party commences an action without first attempting to resolve the matter through mediation, or refuses to mediate after a request has been made, then that party shall not be entitled to recover attorney fees, even if they would otherwise be available to that party in any such action.

B. The following matters are excluded from mediation: **(i)** an unlawful detainer action; **(ii)** the filing or enforcement of a mechanic's lien; and **(iii)** any matter within the jurisdiction of a probate, small claims or bankruptcy court. The filing of a court action to enable the recording of a notice of pending action, for order of attachment, receivership, injunction, or other provisional remedies, shall not constitute a waiver of the mediation provision.

C. Housing Provider and Tenant agree to mediate disputes or claims involving Owner's Agent/Broker, Tenant's Agent/Broker, or property manager ("Broker"), provided Broker shall have agreed to such mediation prior to, or within a reasonable time after, the dispute or claim is presented to such Broker. Any election by Broker to participate in mediation shall not result in Broker being deemed a party to this Agreement.

36. ATTORNEY FEES: In any action or proceeding arising out of this Agreement, the prevailing party between Housing Provider and Tenant shall be entitled to reasonable attorney fees and costs collectively not to exceed $1,000 (or $_____), except as provided in **paragraph 35A**.

37. C.A.R. FORM: C.A.R. Form means the specific form referenced or another comparable form agreed to by the parties.

38. DISCLOSURES:

A. [X] **MOLD AND DAMPNESS:** Exposure to mold may have potential health risks. Tenant acknowledges receipt of the attached booklet titled, "Information on Dampness and Mold for Renters in California" before signing this Residential Lease or Month-to-Month Rental Agreement.

B. BED BUGS: Housing Provider has no knowledge of any infestation in the Premises by bed bugs. See attached Bed Bug Disclosure (C.A.R. Form BBD) for further information. Tenant shall report suspected bed bug infestation to Housing Provider or, if applicable, property manager and cooperate with any inspection for and treatment of bed bugs. Housing Provider will notify tenants of any units infested by bed bugs.

C. MEGAN'S LAW DATABASE DISCLOSURE: Notice: Pursuant to § 290.46 of the Penal Code, information about specified registered sex offenders is made available to the public via an Internet Web site maintained by the Department of Justice at **www.meganslaw.ca.gov**. Depending on an offender's criminal history, this information will include either the address at which the offender resides or the community of residence and ZIP Code in which he or she resides. (Neither Housing Provider nor Brokers, if any, are required to check this website. If Tenant wants further information, Tenant should obtain information directly from this website.)

D. [ ] **RESIDENTIAL ENVIRONMENTAL HAZARDS BOOKLET:** Tenant acknowledges receipt of the residential environmental hazards booklet.

E. FLOOD HAZARD DISCLOSURE: Flooding has the potential to cause significant damage to personal property owned by Tenant. See attached Tenant Flood Hazard Disclosure (C.A.R. Form TFHD) for additional information.

F. [ ] **OTHER MATERIAL FACTS:** _____

_____

_____

G. ADDITIONAL DISCLOSURES: RPO shall make additional disclosures regarding the following matters, if applicable, on the Rental Property Owner Disclosure (C.A.R. Form RPOD): Lead-based Paint; Methamphetamine Contamination; Periodic Pest Control Contracts; Water Submeters; Mold; Asbestos; Homeowners Associations/Condominiums/Planned Developments; Military Ordnance Locations; Death on the Premises.

39. SERVICEMEMBERS CIVIL RELIEF ACT: Notwithstanding anything to the contrary in **paragraphs 2, 4, 26** or elsewhere in this Agreement, the Servicemembers Civil Relief Act applies to this Agreement and any effort to terminate it, as specified in §§ 3951 and 3955 of the Act.

40. TIME OF ESSENCE; ENTIRE CONTRACT; CHANGES: Time is of the essence. All understandings between the parties are incorporated in this Agreement. Its terms are intended by the parties as a final, complete and exclusive expression of their Agreement with respect to its subject matter, and may not be contradicted by evidence of any prior agreement or contemporaneous oral agreement. If any provision of this Agreement is held to be ineffective or invalid, the remaining provisions will nevertheless be given full force and effect. Neither this Agreement nor any provision in it may be extended, amended, modified, altered or changed except in writing. This Agreement is subject to California Housing Provider-tenant law and shall incorporate all changes required by amendment or successors to such law. This Agreement and any supplement, addendum or modification, including any copy, may be signed in two or more counterparts, all of which shall constitute one and the same writing.

41. AGENCY:

A. CONFIRMATION: The following agency relationship(s) are hereby confirmed for this transaction:
Housing Provider's Brokerage Firm RidgeWater Real Estate License Number 01823871
Is the broker of (check one): ☐ the Housing Provider; or ☒ both the Tenant and Housing Provider (Dual Agent).
Housing Provider's Agent David Hansen License Number 01777243
Is (check one): ☐ the Housing Provider's Agent. (salesperson or broker associate); or ☒ both the Tenant's and Housing Provider's Agent (Dual Agent).
Tenant's Brokerage Firm RidgeWater Real Estate License Number 01823871
Is the broker of (check one): ☐ the Tenant; or ☒ both the Tenant and Housing Provider (Dual Agent).
Tenant's Agent David Hansen License Number 01777243
Is (check one): ☐ the Tenant's Agent. (salesperson or broker associate); or ☒ both the Tenant's and Housing Provider's Agent (Dual Agent).

B. DISCLOSURE: ☐ (If checked): The term of this Agreement exceeds one year. A disclosure regarding real estate agency relationships (C.A.R. Form AD) has been provided to Housing Provider and Tenant, who each acknowledge its receipt.

C. TERMINATION OF AGENCY RELATIONSHIP:
(1) Housing Provider and Tenant acknowledges and agrees that unless Broker is the property manager, or as specified in (2) below, once Housing Provider and Tenant enter into this Agreement, **(i)** Broker will not represent Owner in any manner regarding the management of the Premises; and **(ii)** Any representation duties that Broker may owe to, and any agency relationship that Broker may have with, either Housing Provider or Tenant, is terminated.
(2) Notwithstanding **paragraph 41C(1)**, Broker duties and responsibilities to either Housing Provider or Tenant will terminate upon the last to occur of the following (choose all that apply): ☐ Tenant occupancy, ☐ Delivering to Tenant keys or other means of entering the Premises, ☐ Tenant walkthrough, ☐ Completion of Move In Inspection (C.A.R. Form MII).

42. BROKER COMPENSATION:

A. EXISTING WRITTEN AGREEMENTS: Upon execution of this Agreement:
(1) **TENANT COMPENSATION TO TENANT'S BROKER:** If applicable, Tenant agrees to pay compensation as specified in a separate written agreement between Tenant and Broker (C.A.R. Form TRBC or LCA).
(2) **OWNER COMPENSATION TO OWNER OR TENANT'S BROKER:** If applicable, Owner agrees to pay compensation as specified in a separate written agreement between Owner and Broker(s) (C.A.R. Form LL or LCA).

B. ☐ OWNER AGREEMENT TO PAY TENANT'S BROKER: In consideration for Tenant entering into this Lease/Rental agreement, Owner agrees to pay Tenant's Broker as follows:
(1) **Fixed term lease: (i)** _____ percent of the total rent payments due under the term specified in **paragraph 2B**; or **(ii)** ☐ $ _____; or **(iii)** ☐ _____;
(2) **For month-to-month rental: (i)** _____ percent of _____; or **(ii)** ☐ $ _____ or **(iii)** ☐ _____;
(3) **Payment is conditioned on** Tenant taking possession of the Premises or being prevented from doing so by Housing Provider;
(4) **Payments made by Owner shall be credited** against any obligation of Tenant to pay Tenant's Broker pursuant to a separate written agreement; and
(5) **Third-party beneficiary:** Owner acknowledges and agrees that Tenant's Broker is a third-party beneficiary of this agreement and may pursue Owner for failure to pay the amount specified in **paragraph 42B**.

C. ☐ PAYMENT OF COMPENSATION OUT OF TENANT MOVE-IN FUNDS: RPO authorizes Tenant to deduct any amount for Tenant's Broker and Housing Provider's Broker compensation out of Tenant's move-in funds still due under **paragraph 5** and make payment directly to Tenant's Broker and Housing Provider's Broker. Any amount paid pursuant to this paragraph shall be credited against the amounts specified in **paragraph 5**. RPO shall be responsible for any compensation due Brokers under **paragraphs 42A(2)** and **42B** that are not covered by this paragraph. Tenant is instructed to make payment as follows:

Payment made to:	Amount	Due Date
Tenant's Broker		
Housing Provider's Broker		
Housing Provider		
Property Manager (see **paragraph 49**)		

43. NOTICE OF RIGHT TO RECEIVE FOREIGN LANGUAGE TRANSLATION OF LEASE/RENTAL AGREEMENTS: California Civil Code requires a Housing Provider or property manager to provide a tenant with a foreign language translation copy of a lease or rental agreement if the agreement was negotiated primarily in Spanish, Chinese, Korean, Tagalog or Vietnamese. If applicable, every term of the lease/rental needs to be translated except for, among others, names, dollar amounts and dates written as numerals, and words with no generally accepted non-English translation.

44. RECEIPT: If specified in **paragraph 5**, Housing Provider or Broker, acknowledges receipt of move-in funds.

45. CITY, COUNTY OR OTHER LOCAL REQUIREMENTS: Housing Provider and Tenant are advised that city, county or other local requirements, including those imposed by a regulatory body such a rent stabilization or similar board, may apply, and to attach to this Residential Lease or Month-to-Month Rental Agreement or separately provide, as provided by law, any documentation required by such a local authority.

46. OTHER TERMS AND CONDITIONS; If checked, the following ATTACHED documents are incorporated in this Agreement: ☐ Keysafe/Lockbox Addendum (C.A.R. Form KLA); ☐ Lead-Based Paint and Lead-Based Paint Hazards Disclosure (C.A.R. Form LPD); ☐ Lease/Rental Mold and Ventilation Addendum (C.A.R. Form LRM); ☐ Parking and Storage Disclosure (C.A.R. Form PSD); ☒ Bed Bug Disclosure (C.A.R. Form BBD); ☒ Tenant Flood Hazard Disclosure (C.A.R. Form TFHD); ☒ Rent Cap and Just Cause Addendum (C.A.R. Form RCJC); ☒ Offer of Tenant Positive Rental Payment Reporting (C.A.R. Form TRPR);
☒ Other Documents/Addenda: Addendum "A"
☐ Other Terms: _____

47. LEGALLY AUTHORIZED SIGNER: Wherever the signature or initials of the Legally Authorized Signer identified in **paragraphs 50** or **51** appear on this Agreement or any related documents, it shall be deemed to be in a representative capacity for the entity described and not in an individual capacity, unless otherwise indicated. The Legally Authorized Signer (i) represents that the entity for which that person is acting already exists and is in good standing to do business in California, and (ii) shall Deliver to the other Party, upon request, evidence of authority to act in that capacity (such as but not limited to: applicable portion of the trust or Certification Of Trust (Probate Code § 18100.5), letters testamentary, court order, power of attorney, corporate resolution, or formation documents of the business entity).

48. ☐ **INTERPRETER/TRANSLATOR:** The terms of this Agreement have been interpreted for Tenant into the following language: _____ . Housing Provider and Tenant acknowledge receipt of the attached interpreter/ translator agreement (C.A.R. Form ITA).

49. The Premises is being managed by Owner, (or, if checked):
☐ Housing Provider's Brokerage Firm in Real Estate Brokerage section ☐ Tenant's Brokerage Firm in Real Estate Brokers section
☒ Property Management firm immediately below

Real Estate Broker (Property Manager) RidgeWater Real Estate DRE Lic # 01823871
(Agent) David Hansen DRE Lic # 01777243
Address 2170 Main St Suite C, Oakley, Ca. 94561 Telephone # _____

Housing Provider and Tenant acknowledge and agree Brokers: (a) do not guarantee the condition of the Premises; (b) cannot verify representations made by others; (c) cannot provide legal or tax advice; (d) will not provide other advice or information that exceeds the knowledge, education or experience required to obtain a real estate license. Furthermore, if Brokers are not also acting as Housing Provider in this Agreement, Brokers: (e) do not decide what rental rate a Tenant should pay or Housing Provider should accept; and (f) do not decide upon the length or other terms of this Agreement. Housing Provider and Tenant agree that they will seek legal, tax, insurance and other desired assistance from appropriate professionals.

50. Tenant agrees to rent the Premises on the above terms and conditions.

A. ☐ **ENTITY TENANT: (Note: If this paragraph is completed, a Representative Capacity Signature Disclosure (C.A.R. Form RCSD) is not required for the Legally Authorized Signers designated below.)**

(1) **Non-Individual (entity) Tenant:** One or more Tenants is a trust, corporation, LLC, probate estate, partnership, holding a power of attorney or other entity.

(2) **Full entity name:** The following is the full name of the entity (if a trust, enter the complete trust name; if under probate, enter full name of the estate, including case #): _____ .

(3) **Contractual Identity of Tenant:** For purposes of this Agreement, when the name described below is used it shall be deemed to be the full entity name.
(A) If a trust: The trustee(s) of the trust or a simplified trust name (ex. John Doe, co-trustee, Jane Doe, co-trustee or Doe Revocable Family Trust);
(B) If Property is sold under the jurisdiction of a probate court: The name of the executor or administrator, or a simplified probate name (John Doe, executor, or Estate (or Conservatorship) of John Doe).

(4) **Legally Authorized Signer:**
(A) This Agreement is being Signed by a Legally Authorized Signer in a representative capacity and not in an individual capacity. See **paragraph 47** for additional terms.
(B) The name(s) of the Legally Authorized Signer(s) is/are: _____, _____ .

B. TENANT SIGNATURE(S):

(Signature) By, _____ Date: _____
Printed name of Tenant: Mary Ann Pastor
☐ Printed Name of Legally Authorized Signer: _____ Title, if applicable, _____
Address _____ City _____ State ____ Zip _____
Telephone (925)786-1780 Text _____ E-mail maryannepastor@yahoo.com

(Signature) By, _____ Date: _____
Printed name of Tenant: Ricky Pastor
☐ Printed Name of Legally Authorized Signer: _____ Title, if applicable, _____
Address _____ City _____ State ____ Zip _____
Telephone (925)848-4584 Text _____ E-mail _____

☐ IF MORE THAN TWO SIGNERS, USE Additional Signature Addendum (C.A.R. Form ASA).

☐ **GUARANTEE:** In consideration of the execution of this Agreement by and between Housing Provider and Tenant and for valuable consideration, receipt of which is hereby acknowledged, the undersigned ("Guarantor") does hereby: **(i)** guarantee unconditionally to Housing Provider and Housing Provider's agents, successors and assigns, the prompt payment of Rent or other sums that become due pursuant to this Agreement, including any and all court costs and attorney fees included in enforcing the Agreement; **(ii)** consent to any changes, modifications or alterations of any term in this Agreement agreed to by Housing Provider and Tenant; and **(iii)** waive any right to require Housing Provider and/or Housing Provider's agents to proceed against Tenant for any default occurring under this Agreement before seeking to enforce this Guarantee.

Guarantor (Print Name) _____
Guarantor _____ Date _____
Address _____ City _____ State _____ Zip _____
Telephone _____ Text _____ E-mail _____

Premises: 5920 Jersey Island Road, Oakley, Ca 94561 Date: 01/29/2026

51. Housing Provider (owner or ☐ agent for owner) agrees to rent the Premises on the above terms and conditions.

A. ☒ ENTITY HOUSING PROVIDER: (Note: If this paragraph is completed, a Representative Capacity Signature Disclosure (C.A.R. Form RCSD) is not required for the Legally Authorized Signers designated below.)

(1) **Non-Individual (entity) Housing Provider:** One or more Housing Providers is a trust, corporation, LLC, probate estate, partnership, holding a power of attorney or other entity.

(2) **Full entity name:** The following is the full name of the entity (if a trust, enter the complete trust name; if under probate, enter full name of the estate, including case #): City of Oakley .

(3) **Contractual Identity of Housing Provider:** For purposes of this Agreement, when the name described below is used it shall be deemed to be the full entity name.

(A) If a trust: The trustee(s) of the trust or a simplified trust name (ex. John Doe, co-trustee, Jane Doe, co-trustee or Doe Revocable Family Trust);

(B) If Property is sold under the jurisdiction of a probate court: The name of the executor or administrator, or a simplified probate name (John Doe, executor, or Estate (or Conservatorship) of John Doe).

(4) **Legally Authorized Signer:**

(A) This Agreement is being Signed by a Legally Authorized Signer in a representative capacity and not in an individual capacity. See **paragraph 47** for additional terms.

(B) The name(s) of the Legally Authorized Signer(s) is/are: Joshua McMurray , .

B. HOUSING PROVIDER SIGNATURE(S):

(Signature) By, Date:

Printed name of Housing Provider: City of Oakley

☒ Printed Name of Legally Authorized Signer: Joshua McMurray Title, if applicable,

Address City State Zip

Telephone Text E-mail propertymanagement@RidgeWaterRealty.com

(Signature) By, Date:

Printed name of Housing Provider:

☐ Printed Name of Legally Authorized Signer: Title, if applicable,

Address City State Zip

Telephone Text E-mail

☐ IF MORE THAN TWO SIGNERS, USE Additional Signature Addendum (C.A.R. Form ASA).

Tenant's Initials / Housing Providers Initials /

REAL ESTATE BROKERS:

A. Real estate brokers who are not also Housing Provider under this Agreement are not parties to the Agreement between Housing Provider and Tenant.

B. Agency relationships are confirmed in **paragraph 41**.

C. BROKER COMPENSATION: Housing Provider's Broker and Tenant's Broker agrees to accept the compensation, as specified in **paragraph 42** or in a separate written agreement.

Real Estate Broker (Tenant's Firm) RidgeWater Real Estate DRE Lic. # 01823871

By (Agent) David Hansen DRE Lic. # 01777243 Date

Address 2170 Main St Suite C City Oakley State Ca Zip 94561

Telephone (925)872-9625 Text E-mail PropertyManagement@RidgeWaterRealty.com

Real Estate Broker (Housing Provider's Firm) RidgeWater Real Estate DRE Lic. # 01823871

By (Agent) David Hansen DRE Lic. # 01777243 Date

Address 2170 Main St Suite C City Oakley State Ca Zip 94561

Telephone (925)872-9625 Text E-mail PropertyManagement@RidgewaterRealty.com

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EQUAL HOUSING OPPORTUNITY

BED BUG DISCLOSURE

California Civil Code §1954.603
(C.A.R. Form BBD, Revised 6/23)

The following terms and conditions are hereby incorporated in and made a part of the Residential Lease or Month-to-Month Rental Agreement, OR ☐ Residential Lease After Sale, ☐ Other _____ ("Agreement"), dated ***01/29/2026***, on property known as ***5920 Jersey Island Road, Oakley, Ca 94561*** _____, in which ***Mary Ann Pastor, Ricky Pastor*** is referred to as "Tenant" and ***City of Oakley*** is referred to as "Housing Provider".

INFORMATION ABOUT BED BUGS:

1. **Bed Bug Appearance:** Bed bugs have six legs. Adult bed bugs have flat bodies about 1/4 of an inch in length. Their color can vary from red and brown to copper colored. Young bed bugs are very small. Their bodies are about 1/16 of an inch in length. They have almost no color. When a bed bug feeds, its body swells, may lengthen, and becomes bright red, sometimes making it appear to be a different insect. Bed bugs do not fly. They can either crawl or be carried from place to place on objects, people, or animals. Bed bugs can be hard to find and identify because they are tiny and try to stay hidden.
2. **Life Cycle and Reproduction:** An average bed bug lives for about 10 months. Female bed bugs lay one to five eggs per day. Bed bugs grow to full adulthood in about 21 days.
3. Bed bugs can survive for months without feeding.
4. **Bed Bug Bites:** Because bed bugs usually feed at night, most people are bitten in their sleep and do not realize they were bitten. A person's reaction to insect bites is an immune response and so varies from person to person. Sometimes the red welts caused by the bites will not be noticed until many days after a person was bitten, if at all.
5. **Common signs and symptoms of a possible bed bug infestation:**
   - Small red to reddish brown fecal spots on mattresses, box springs, bed frames, mattresses, linens, upholstery, or walls.
   - Molted bed bug skins, white, sticky eggs, or empty eggshells.
   - Very heavily infested areas may have a characteristically sweet odor.
   - Red, itchy bite marks, especially on the legs, arms, and other body parts exposed while sleeping. However, some people do not show bed bug lesions on their bodies even though bed bugs may have fed on them.
6. For more information, see the Internet Web sites of the United States Environmental Protection Agency and the National Pest Management Association.
7. **Tenant shall report suspected infestations by bed bugs to the Housing Provider or Property Manager** at the mailing, or email address or phone number provided in the Agreement and cooperate with any inspection for and treatment of bed bugs.
8. Housing Provider will notify tenants of any units inspected by a pest control operator of the findings by such an operator within 2 business days of the receipt of the findings. All Tenants will be notified of confirmed infestations within common areas.

Tenant agrees to release, indemnify, hold harmless and forever discharge Housing Provider and Housing Provider's employees, agents, successors and assigns from any and all claims, liabilities or causes of action of any kind that Tenant, members of Tenant's household or Tenant's guests or invitees may have at any time against Housing Provider or Housing Provider's agents resulting from the presence of bedbugs due to Tenant's failure to comply with this Bed Bug Disclosure.

The foregoing terms and conditions are hereby agreed to, and the undersigned acknowledge receipt of a copy of this document.

Tenant (Signature) _____ Date _____
Mary Ann Pastor

Tenant (Signature) _____ Date _____
Ricky Pastor

Housing Provider (Signature) _____ Date _____
City of Oakley

Housing Provider (Signature) _____ Date _____

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EQUAL HOUSING OPPORTUNITY

TENANT FLOOD HAZARD DISCLOSURE

(C.A.R. Form TFHD, Revised 6/23)

The following terms and conditions are hereby incorporated in and made a part of the Residential Lease or Month-to-Month Rental Agreement, OR ☐ Residential Lease After Sale, ☐ Other _____, dated ***01/29/2026***, on property known as ***5920 Jersey Island Road, Oakley, Ca 94561***, in which ***Mary Ann Pastor, Ricky Pastor*** is referred to as ("Tenant") and ***City of Oakley*** is referred to as ("Housing Provider").

INFORMATION ABOUT FLOOD HAZARDS: Tenant is informed of the following:

1. **The Property is not located in a special flood hazard area or an area of potential flooding.**

OR ☐ The Property is located in a special flood hazard area or an area of potential flooding. Property is deemed to be in a special flood hazard area or area of potential flooding if any of the following scenarios apply:

   A. The owner has actual knowledge of that fact.
   B. The owner has received written notice from any public agency stating that the Property is located in a special flood hazard area or an area of potential flooding.
   C. The Property is located in an area in which the owner's mortgage holder requires the owner to carry flood insurance.
   D. The owner currently carries flood insurance.

2. The tenant may obtain information about hazards, including flood hazards, that may affect the Property from the Internet Web site of the Office of Emergency Services, My Hazards Tool (http://myhazards.caloes.ca.gov).

3. The owner's insurance does not cover the loss of the tenant's personal possessions and it is recommended that the tenant consider purchasing renter's insurance and flood insurance to insure his or her possessions from loss due to fire, flood, or other risk of loss.

4. The owner is not required to provide additional information concerning the flood hazards to the Property and that the information provided pursuant to this section (California Government Code section 8589.45) is deemed to inform the tenant.

The foregoing terms and conditions are hereby agreed to, and the undersigned acknowledge receipt of a copy of this document.

Tenant (Signature) _____ Date _____
Mary Ann Pastor

Tenant (Signature) _____ Date _____
Ricky Pastor

Housing Provider (Signature) _____ Date _____
City of Oakley

Housing Provider (Signature) _____ Date _____

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EQUAL HOUSING OPPORTUNITY

RENT CAP AND JUST CAUSE ADDENDUM

(Note: State or local laws may limit the availability of certain exemptions. Check with a qualified California real estate attorney before proceeding.)

(C.A.R. Form RCJC, Revised 6/23)

The following terms and conditions are hereby incorporated and made part of the Residential Lease or Month-to-Month Rental Agreement dated ***01/29/2026*** on property known as ***5920 Jersey Island Road, Oakley, Ca 94561*** in which ***Mary Ann Pastor, Ricky Pastor*** is referred to as "Tenant" and ***City of Oakley*** is referred to as "Housing Provider".

I. RENT CAP AND JUST CAUSE ADDENDUM TERMS

With certain exemptions, Housing Provider may be subject to the rent cap and just cause eviction provisions of the Civil Code. Housing Provider informs Tenant of the following:

California law limits the amount your rent can be increased. See § 1947.12 of the Civil Code for more information. California law also provides that after all of the tenants have continuously and lawfully occupied the property for 12 months or more or at least one of the tenants has continuously and lawfully occupied the property for 24 months or more, a housing provider must provide a statement of cause in any notice to terminate a tenancy. See § 1946.2 of the Civil Code for more information.

II. EXEMPTIONS TO BOTH RENT CAP REQUIREMENTS AND JUST CAUSE EVICTIONS*:

1. Housing that has been issued a certificate of occupancy within the previous 15 years.
2. A property containing two separate dwelling units (excluding ADUs and junior ADUs) within a single structure in which one of the units was Owner occupied at the commencement and throughout the tenancy.
3. **Single Family Residential** property (including a condominium and units in planned developments) that is alienable separate from the title to any other dwelling unit if the notice below is checked and delivered to the Tenant:

☐ **Notice of Exemption:** This property is not subject to the rent limits imposed by § 1947.12 of the Civil Code and is not subject to the just cause requirements of § 1946.2 of the Civil Code. This property meets the requirements of §§ 1947.12 (d)(5) and 1946.2 (e)(8) of the Civil Code AND the Owner is not any of the following: (1) a real estate investment trust, as defined by § 856 of the Internal Revenue Code; (2) a corporation; or (3) a limited liability company in which at least one member is a corporation.

III. ADDITIONAL EXEMPTIONS ONLY APPLICABLE TO JUST CAUSE EVICTIONS*:

1. Housing accommodations in which the Tenant shares bathroom or kitchen facilities with the Owner who maintains their principal residence at the residential real property.
2. Single-family Owner-occupied residences, including a residence in which the Owner-occupant rents or leases no more than two units or bedrooms, including, but not limited to, an accessory dwelling unit.

IV. RENT CAP REQUIREMENTS

1. Subject to certain provisions of Civil Code § 1947.12 subdivision (b), an Owner of real property shall not increase the rental rate for that property more than 5 percent plus the percentage change in the cost of living, or 10 percent, whichever is lower, of the lowest rental amount charged for that property at any time during the 12 months prior to the effective date of the increase.
2. If the same Tenant remains in occupancy over any 12-month period, the gross rental rate shall not be increased in more than two increments over that 12-month period.
3. For a new tenancy in which no Tenant from the prior tenancy remains, the Owner may establish the initial rate not subject to **paragraph 1** of this section. **Paragraph 1** of this section is only applicable to subsequent increases after the initial rental rate has been established.

V. JUST CAUSE REASONS FOR TERMINATION OF TENANCY

1. **"At-Fault" Reasons:**
   - **A.** Default in payment of rent.
   - **B.** Breach of a material term of the lease, as described in Code of Civil Procedure § 1161, paragraph (3), including but not limited to, violation of a provision of the lease after being issued a written notice to correct the violation.

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C. Maintaining, committing, or permitting the maintenance of a nuisance as described in Code of Civil Procedure § 1161, paragraph (4).
D. Committing waste as described in Code of Civil Procedure § 1161, paragraph (4).
E. The Tenant had a written lease that terminated on or after January 1, 2020, and after a written request or demand from the Owner, the Tenant refused to execute a written extension or renewal of the lease for an additional term of similar duration with similar provisions, provided that those terms do not violate § 1946.1 or any other provision of law.
F. Criminal activity by the Tenant on the residential real property, including any common areas, or any criminal threat, as defined in Penal Code § 422, subdivision (a), directed to any Owner or agent of the Owner of the premises.
G. Assigning or subletting the premises in violation of the Tenant's lease.
H. The Tenant's refusal to allow the Owner to enter the residential real property pursuant to a request consistent with Civil Code §§ 1101.5 and 1954, and Health and Safety Code §§ 13113.7 and 17926.1.
I. Using the premises for an unlawful purpose as described in Code of Civil Procedure § 1161, paragraph (4).
J. When the Tenant fails to deliver possession of the residential real property after providing the Owner written notice of Tenant's intention to terminate the hiring of real property or makes a written offer to surrender that is accepted in writing by the Housing Provider, but fails to deliver possession at the time specified in that written notice.

2. "No-fault" Reasons:
A. Intent to occupy the residential real property by the Owner or their spouse, domestic partner, children, grandchildren, parents or grandparents (Owner/family move-in). Tenant and Owner hereby agree that the Owner shall have the right to terminate the lease if the Owner, or their spouse, domestic partner, children, grandchildren, parents or grandparents, unilaterally decide to occupy the residential property. Owner may terminate the lease at the end of a fixed term or any time during a month to month tenancy by giving the appropriate notice.
B. Withdrawal of the Premises from the rental market. Owner may terminate the lease at the end of a fixed term or any time during a month to month tenancy by giving the appropriate notice.
C. Unsafe habitation, as determined by a government agency that has issued an order to vacate, or to comply, or other order that necessitates vacating the residential property.
D. Intent to demolish or substantially remodel the residential real property. "Substantially remodel" means the replacement or substantial modification of any structural, electrical, plumbing, or mechanical system that requires a permit that cannot be accomplished in a safe manner with the Tenant in place, and that requires Tenant to vacate the residential real property for at least 30 days. Cosmetic improvements alone do not qualify.

3. Just Cause Notices:
A. Curable "At-Fault" Reasons: Before the Owner can terminate the tenancy for an At-Fault Just Cause violation that is curable, the Owner must first provide notice to cure giving the Tenant an opportunity to cure the violation pursuant to Code of Civil Procedure § 1161, paragraph (3).
B. Tenant Payments Pursuant to "No-Fault" Eviction: (1) If Owner issues a termination of tenancy under a No-Fault Just Cause, Owner notifies Tenant of the right to direct payment relocation assistance equal to one month of the Tenant's rent in effect at the time of the termination and shall be provided within 15 calendar days of service of the notice. **(2)** In lieu of direct payment, Owner may waive the payment of rent for the final month of tenancy prior to the rent becoming due. The notice shall state the amount of rent waived and that no rent is due for the final month of tenancy.

***NOTE: Other exemptions under the Civil Code may apply. Additionally, this property may be subject to local rent cap and just cause eviction controls, which may impose additional restrictions. Housing Provider is strongly advised to seek counsel from a qualified California real estate attorney, who is familiar with the law where the property is located, prior to serving any notice.**

The undersigned acknowledge a copy of this document and agree that the terms specified in Sections I, II(3), if checked, and V(3) are made a part of the lease or rental agreement specified above.

Tenant (Signature) _____ Date _____
Mary Ann Pastor

Tenant (Signature) _____ Date _____
Ricky Pastor

Housing Provider (Signature) _____ Date _____
City of Oakley

Housing Provider (Signature) _____ Date _____

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EQUAL HOUSING OPPORTUNITY

OFFER OF TENANT POSITIVE RENTAL PAYMENT REPORTING

(C.A.R. Form TRPR, Revised 6/25)

The following terms and conditions are hereby incorporated in and made a part of the Residential Lease or Month-to-Month Rental Agreement, OR ☐ Residential Lease After Sale, ☐ Other _____ ("Agreement"), dated ***01/29/2026***, on property located at (Street Address) ***5920 Jersey Island Road*** (Unit/Apartment) _____ (City) ***Oakley*** (State) ***Ca*** (Zip Code) ***94561*** ("Premises"), between ***Mary Ann Pastor, Ricky Pastor*** ("Tenant") and ***City of Oakley*** ("Housing Provider").

The term "Housing Provider" may include Rental Property Owner or agent.

1. **TENANT RIGHT TO REQUEST THAT HOUSING PROVIDER REPORT TENANT'S POSITIVE RENTAL PAYMENTS TO A NATIONWIDE CONSUMER REPORTING AGENCY:**
   - **A.** Tenant has the right to request that Housing Provider report tenant's positive rental payment information to at least one nationwide consumer reporting agency. Positive rental payment information means information regarding a tenant's complete AND timely payment of rent (Civil Code § 1954.07).
   - **B.** Housing Provider **shall** comply with a tenant's request for positive rental payment information reporting to a nationwide reporting agency in either of the following two scenarios:
     (1) If the Premises is located in a rental property that contains 16 or more residential units; **OR**
     (2) If the Premises is located in a rental property that contains 15 or fewer residential units **and** BOTH of the following apply:
       (i) Housing Provider owns more than one residential rental property, regardless of the number of units; **AND**
       (ii) Housing Provider is a real estate investment trust, a corporation or a limited liability company in which at least one member is a corporation.
   - **C.** Housing Provider is not required to but may voluntarily comply with the tenant's request in other scenarios.

> ☐ **Notice of Exemption:** Housing Provider is NOT required to report tenant's positive rental payment information to at least one nationwide consumer reporting agency. Housing Provider does not meet either of the criteria in **paragraph 1B**.
>
> Instructions: Parties may skip **paragraphs 2-9**. Tenant signatures in **paragraphs 10 or 11** are not needed and do not create a requirement for Housing Provider to comply with the request even if signed.

2. **POSITIVE RENTAL INFORMATION REPORTING IS OPTIONAL:** Tenant is not required to ask Housing Provider to report Tenant's positive rental payment information to a national reporting agency.
3. **TIME TO REQUEST POSITIVE RENTAL INFORMATION REPORTING:** Tenant may submit the election to have positive rental information reporting at any time.
4. **DIRECTION TO STOP POSITIVE RENTAL INFORMATION REPORTING:** If Tenant elects to have positive rental information reported, Tenant may instruct Housing Provider to stop positive rental payment information reporting at any time. However, if Tenant elects for Housing Provider to stop reporting positive rental payment information after previously electing to have such information reported, then Tenant may not require Housing Provider to resume positive rental information reporting for at least six months after making the request to opt-out of such reporting.
5. **NAME(S) OF REPORTING AGENCIES:** If Tenant elects positive rental information reporting, Housing Provider will report the information to the following consumer reporting agency(ies) ☐ TransUnion, ☐ Equifax, ☐ Experian, ☐ Other: _____ _____, ☐ Other: _____.
6. **HOW TO OPT-IN TO POSITIVE RENTAL INFORMATION REPORTING:** Tenant may elect to opt-in the positive rental information reporting by checking the Tenant Opt-In box in **paragraph 10** below, signing and dating in that box, and
   - **A.** Emailing a copy of this form with the Tenant Opt-In box completed to Housing Provider at the following email address: _____;

   OR B. ☐ This form was provided to Tenant by first-class United States mail. Tenant may opt-in to positive rental information reporting by mailing a copy of this form with the Tenant Opt-In box completed to Housing Provider, in the attached self-addressed, stamped envelope.
7. **HOW TO OPT-OUT OF POSITIVE RENTAL INFORMATION REPORTING:** Tenant may elect to opt-out of positive rental payment information reporting by checking the Tenant Opt-Out box in **paragraph 11** below, signing and dating in that box, and
   - **A.** Emailing a copy of this form with the Tenant Opt-Out box completed (or a separate document containing the same information, that is signed and dated by Tenant) to Housing Provider at the following email address: _____;

   OR B. ☐ Mailing a copy of this form with the Tenant Opt-Out box completed (or a separate document containing the same information, that is signed and dated by Tenant) to Housing Provider, at the following address: _____.
8. **ADDITIONAL COPIES OF THIS FORM:** Tenant may request additional copies of the written election of positive rental payment information reporting from the Housing Provider at any time. A housing provider that receives a request from a tenant pursuant to this paragraph shall comply with the request.

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9. SERVICE FEE FOR POSITIVE RENTAL INFORMATION REPORTING: If Tenant opts-in to positive rental information reporting:

A. Tenant shall pay Housing Provider a monthly service fee of $_____ (not to exceed $10.00 or the actual cost, whichever is lower). If the fee remains unpaid for 30 days or more, the Housing Provider may stop reporting the tenant's rental payments, and the tenant shall not elect positive rental payment information reporting again for a period of six months from the date on which the fee first became due.

OR B. [X] No monthly service fee is required.

This form was provided to Tenant with a copy of the lease/rental agreement OR [ ] by first-class mail OR [ ] by email.

Housing Provider (Signature): _____ ***City of Oakley*** Date: _____

Housing Provider (Signature): _____ Date: _____

Tenant acknowledges a copy of this Offer of Tenant Positive Rental Payment Reporting form. Tenant may use paragraphs 10 or 11 below to opt-in or opt-out of such reporting. If the Notice of Exemption box is checked in paragraph 1, then Housing Provider has no obligation to follow any such request.

Tenant (Signature): _____ ***Mary Ann Pastor*** Date: _____

Tenant (Signature): _____ ***Ricky Pastor*** Date: _____

The following paragraphs may be used to Opt-In or Opt-Out of positive rental information reporting by the Housing Provider. These may be done at the time of the lease or at any time during the tenancy, subject to the terms outlined in this form. If the Notice of Exemption box is checked in paragraph 1, then Housing Provider has no obligation to follow any such request, but may voluntarily do so.

10. OPT-IN to positive rental information reporting:

By signing below, Tenant acknowledges that they have read, understand, and have received a copy of this Offer of Tenant Positive Rental Payment Reporting.

Tenant elects to have Housing Provider report tenant positive rental payment information to the agencies specified above, agrees to pay the monthly fee above, if any, and understands that Tenant may withdraw this election at any time by following the Opt-Out procedure specified.

Tenant (Signature): _____ ***Mary Ann Pastor*** Date: _____

Tenant (Signature): _____ ***Ricky Pastor*** Date: _____

OR

11. OPT-OUT of positive rental information reporting:

By signing below, Tenant acknowledges that they have read, understand, and have received a copy of this Offer of Tenant Positive Rental Payment Reporting.

Tenant elects to have Housing Provider **stop reporting** tenant positive rental payment information to the agencies specified above.

Tenant (Signature): _____ ***Mary Ann Pastor*** Date: _____

Tenant (Signature): _____ ***Ricky Pastor*** Date: _____

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FAIR HOUSING AND DISCRIMINATION ADVISORY

(C.A.R. Form FHDA, Revised 12/24)

1. **EQUAL ACCESS TO HOUSING FOR ALL:** All housing in California is available to all persons. Discrimination as noted below is prohibited by law. Resources are available for those who have experienced unequal treatment under the law.
2. **FEDERAL AND STATE LAWS PROHIBIT DISCRIMINATION AGAINST IDENTIFIED PROTECTED CLASSES:**
   - **A.** FEDERAL FAIR HOUSING ACT ("FHA") Title VIII of the Civil Rights Act; 42 U.S.C. §§ 3601-3619; Prohibits discrimination in sales, rental or financing of residential housing against persons in protected classes;
   - **B.** CALIFORNIA FAIR EMPLOYMENT AND HOUSING ACT ("FEHA") California Government Code ("GC") §§ 12900-12996,12955; 2 California Code of Regulations ("CCR") §§ 12005-12271; Prohibits discrimination in sales, rental or financing of housing opportunity against persons in protected classes by providers of housing accommodation and financial assistance services as related to housing;
   - **C.** CALIFORNIA UNRUH CIVIL RIGHTS ACT ("Unruh") California Civil Code ("CC") § 51; Prohibits business establishments from discriminating against, and requires full and equal accommodation, advantages, facilities, privileges, and services to persons in protected classes;
   - **D.** AMERICANS WITH DISABILITIES ACT ("ADA") 42 U.S.C. §§ 12181-12189; Title III of the ADA prohibits discrimination based on disability in public accommodations; and
   - **E.** OTHER FAIR HOUSING LAWS: § 504 of Rehabilitation Act of 1973 29 U.S.C. § 794; Ralph Civil Rights Act CC § 51.7; California Disabled Persons Act; CC §§ 54-55.32; any local city or county fair housing ordinances, as applicable.
3. **POTENTIAL LEGAL REMEDIES FOR UNLAWFUL DISCRIMINATION: Violations of fair housing laws may result in monetary civil fines, injunctive relief, compensatory and/or punitive damages, and attorney fees and costs.**
4. **PROTECTED CLASSES/CHARACTERISTICS:** Whether specified in Federal or State law or both, discrimination against persons based on that person's belonging to, association with, or perceived membership in, certain classes or categories, such as the following, is prohibited. Other classes, categories or restrictions may also apply.

Race (and race traits)	Color	Ancestry	National Origin	Religion
Age	Sex, Sexual Orientation	Gender, Gender Identity, Gender expression	Marital Status	Familial Status (family with a child or children under 18)
Citizenship	Immigration Status	Primary Language	Military/Veteran Status	Source of Income (e.g., Section 8 Voucher)
Medical Condition	Disability (Mental & Physical)	Genetic Information	Criminal History (non-relevant convictions)	Any Arbitrary Characteristic or Intersectionality

5. **THE CALIFORNIA DEPARTMENT OF REAL ESTATE REQUIRES TRAINING AND SUPERVISION TO PREVENT HOUSING DISCRIMINATION BY REAL ESTATE LICENSEES:**
   - **A.** California Business & Professions Code ("B&PC") § 10170.5(a)(4) requires 3 hours of training on fair housing for DRE license renewal; Real Estate Regulation § 2725(f) requires brokers who oversee salespersons to be familiar with the requirements of federal and state laws relating to the prohibition of discrimination.
   - **B.** Violation of DRE regulations or real estate laws against housing discrimination by a real estate licensee may result in the loss or suspension of the licensee's real estate license. B&PC §10177(I)(1); 10 CCR § 2780
6. **REALTOR® ORGANIZATIONS PROHIBIT DISCRIMINATION**: NAR Code of Ethics Article 10 prohibits discrimination in employment practices or in rendering real estate license services against any person because of race, color, religion, sex, disability, familial status, national origin, sexual orientation, or gender identity by REALTORS®.
7. **WHO IS REQUIRED TO COMPLY WITH FAIR HOUSING LAWS?**
   Below is a non-exclusive list of providers of housing accommodations or financial assistance services as related to housing who are most likely to be encountered in a housing transaction and who must comply with fair housing laws.
   - Sellers
   - Real estate licensees
   - Mobilehome parks
   - Insurance companies
   - Landlords/Housing Providers
   - Real estate brokerage firms
   - Homeowners Associations ("HOAs");
   - Government housing services
   - Sublessors
   - Property managers
   - Banks and Mortgage lenders
   - Appraisers
8. **EXAMPLES OF CONDUCT THAT MAY NOT BE MOTIVATED BY DISCRIMINATORY INTENT BUT COULD HAVE A DISCRIMINATORY EFFECT:**
   - **A.** Prior to acceptance of an offer, asking for or offering buyer personal information or letters from the buyer, especially with photos. Those types of documents may inadvertently reveal, or be perceived as revealing, protected status information thereby increasing the risk of **(i)** actual or unconscious bias, and **(ii)** potential legal claims against sellers and others by prospective buyers whose offers were rejected.
   - **B.** Refusing to rent **(i)** an upper-level unit to an elderly tenant out of concern for the tenant's ability to navigate stairs or **(ii)** a house with a pool to a person with young children out of concern for the children's safety.
9. **EXAMPLES OF UNLAWFUL OR IMPROPER CONDUCT BASED ON A PROTECTED CLASS OR CHARACTERISTIC:**
   - **A.** Refusing to negotiate for a sale, rental or financing or otherwise make a housing opportunity unavailable; failing to present offers due to a person's protected status;
   - **B.** Refusing or failing to show, rent, sell or finance housing; "channeling" or "steering" a prospective buyer or tenant to or away from a particular area due to that person's protected status or because of the racial, religious or ethnic composition of the neighborhood;
   - **C.** "Blockbusting" or causing "panic selling" by inducing a listing, sale or rental based on the grounds of loss of value of property, increase in crime, or decline in school quality due to the entry or prospective entry of people in protected categories into the neighborhood;
   - **D.** Making any statement or advertisement that indicates any preference, limitation, or discrimination;

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E. Inquiring about protected characteristics (such as asking tenant applicants if they are married, or prospective purchasers if they have children or are planning to start a family);
F. Using criminal history information before otherwise affirming eligibility, and without a legally sufficient justification;
G. Failing to assess financial standards based on the portion of the income responsible by a tenant who receives government subsidies (such as basing an otherwise neutral rent to income ratio on the whole rent rather than just the part of rent that is the tenant's responsibility);
H. Denying a home loan or homeowner's insurance;
I. Offering inferior terms, conditions, privileges, facilities or services;
J. Using different qualification criteria or procedures for sale or rental of housing such as income standards, application requirements, application fees, credit analyses, sale or rental approval procedures or other requirements;
K. Harassing a person;
L. Taking an adverse action based on protected characteristics;
M. Refusing to permit a reasonable modification to the premises, as requested by a person with a disability (such as refusing to allow a tenant who uses a wheelchair to install, at their expense, a ramp over front or rear steps, or refusing to allow a tenant with a disability from installing, at their own expense, grab bars in a shower or bathtub);
N. Refusing to make reasonable accommodation in policies, rules, practices, or services for a person with a disability (such as the following, if an actual or prospective tenant with a disability has a service animal or support animal):
(i) Failing to allow that person to keep the service animal or emotional support animal in rental property,
(ii) Charging that person higher rent or increased security deposit, or
(iii) Failing to show rental or sale property to that person who is accompanied by the service animal or support animal, and;
O. Retaliating for asserting rights under fair housing laws.

10. EXAMPLES OF POSITIVE PRACTICES:
A. Real estate licensees working with buyers or tenants should apply the same objective property selection criteria, such as location/neighborhood, property features, and price range and other considerations, to all prospects.
B. Real estate licensees should provide complete and objective information to all clients based on the client's selection criteria.
C. Real estate licensees should provide the same professional courtesy in responding to inquiries, sharing of information and offers of assistance to all clients and prospects.
D. Housing providers should not make any statement or advertisement that directly or indirectly implies preference, limitation, or discrimination regarding any protected characteristic (such as “no children” or “English-speakers only”).
E. Housing providers should use a selection process relying on objective information about a prospective buyer's offer or tenant's application and not seek any information that may disclose any protected characteristics (such as using a summary document, e.g. C.A.R. Form SUM-MO, to compare multiple offers on objective terms).

11. FAIR HOUSING RESOURCES: If you have questions about your obligations or rights under the Fair Housing laws, or you think you have been discriminated against, you may want to contact one or more of the sources listed below to discuss what you can do about it, and whether the resource is able to assist you.
A. Federal: **https://www.hud.gov/program_offices/fair_housing_equal_opp**
B. State: **https://calcivilrights.ca.gov/housing/**
C. Local: local Fair Housing Council office (non-profit, free service)
D. DRE: **https://www.dre.ca.gov/Consumers/FileComplaint.html**
E. Local Association of REALTORS®. List available at: **https://www.car.org/en/contactus/rosters/localassociationroster**.
F. Any qualified California fair housing attorney, or if applicable, landlord-tenant attorney.

12. LIMITED EXCEPTIONS TO FAIR HOUSING REQUIREMENTS: No person should rely on any exception below without first seeking legal advice about whether the exception applies to their situation. Real estate licensees are not qualified to provide advice on the application of these exceptions.
A. Legally compliant senior housing is exempt from FHA, FEHA and Unruh as related to age or familial status only;
B. An owner of a single-family residence who resides at the property with one lodger may be exempt from FEHA for rental purposes, PROVIDED **no real estate licensee is involved** in the rental;
C. An owner of a single-family residence may be exempt from FHA for sale or rental purposes, PROVIDED **(i) no real estate licensee is involved** in the sale or rental and **(ii)** no discriminatory advertising is used, and **(iii)** the owner owns no more than three single-family residences. Other restrictions apply;
D. An owner of residential property with one to four units who resides at the property, may be exempt from FHA for rental purposes, PROVIDED **no real estate licensee is involved** in the rental; and
E. Both FHA and FEHA do not apply to roommate situations. See, *Fair Housing Council v Roommate.com LLC*, 666 F.3d 1216 (2019).
F. Since both the 14th Amendment of the U.S. Constitution and the Civil Rights Act of 1866 prohibit discrimination based on race; the FHA and FEHA exemptions do not extend to discrimination based on race.

Buyer/Tenant and Seller/Housing Provider have read, understand and acknowledge receipt of a copy of this Fair Housing & Discrimination Advisory.

Buyer/Tenant _____ ***Mary Ann Pastor*** Date _____

Buyer/Tenant _____ ***Ricky Pastor*** Date _____

Seller/Housing Provider _____ ***City of Oakley*** Date _____

Seller/Housing Provider _____ Date _____

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Information on Dampness and Mold for Renters in California

Main points:

- Living in damp or moldy buildings increases the chances of respiratory problems like asthma.
- The critical warning signs are visible mold, water damage, damp materials, or mold smell.
- Dampness is needed for mold to grow, so if you control the dampness, you control the mold.
- Dampness or mold indoors may make housing substandard, per the California Health & Safety Code.



Beginning January 1, 2022, residential landlords shall provide this booklet to prospective residential tenants prior to entering the rental or lease agreement, in accordance with the 2001 Toxic Mold Protection Act (HSC #26148). This booklet, which explains the potential health risks and health impacts that may result from exposure to mold, was produced by the California Department of Public Health (CDPH) in 2020, in both English and Spanish versions.

Health Problems from Damp or Moldy Buildings

Living or working in damp or moldy buildings increases the risk of many harmful health problems, including:

- asthma attacks in people who already have asthma
- a new asthma diagnosis
- respiratory infections, such as bronchitis
- breathing symptoms, such as hay fever, sneezing, stuffy nose, sore throat, wheezing, breathing difficulty, or cough
- eczema or skin rash

Mold can affect people differently. How much a person is affected depends on how sensitive they are and on how much they are exposed. Damp or moldy buildings are linked to health problems in people even if they do not have allergies.

Signs of Dampness or Mold

Signs of dampness or mold that may cause health problems include:

- **visible mold** (regardless of color), such as on walls or ceilings, behind furniture or appliances, under carpets, or even hidden in areas not seen in the occupied areas of homes
- **mold odor**, noticed as an earthy, musty, or moldy smell
- **visible water damage**, such as water-stains or discoloration on walls or ceilings, peeling or bubbled paint, warped floors, or rotting wood
- **damp or moist materials**, including condensation on windows or walls

Any one of these signs indicates increased risks to health, and the more that any of them are present, the greater the risk of health problems. Tests that identify the types of mold or the amounts of mold in buildings are not useful in telling us about the health risks. This is *why CDPH does not recommend testing for mold, such as measuring mold spores in the air.*



CDPH

Produced with Lone Wolf Transactions (zipForm Edition) 717 N Harwood St, Suite 2200, Dallas, TX 75201 www.lwolf.com Jersey Island Rd

Causes of Building Dampness that Can Allow Mold to Grow

The dampness that is necessary for indoor mold to grow can come from either inside or outside a building.

Indoor sources include:

- leaking or burst water pipes, for instance under sinks inside walls
- not enough venting to the outside by open windows or exhaust fans in places where water is used or moisture is produced (for example, bathrooms, laundry areas, kitchens, and water heaters)
- condensation (water droplets) on cold surfaces, including windows

Outdoor sources include:

- water coming in through leaky roofs or poorly-sealed windows, or from flooding
- damp, exposed dirt in crawl spaces
- outdoor surfaces that slope and drain water toward a building, including from a downspout





Fixing Dampness and Mold Problems

The California Health & Safety Code (HSC §17920.3) says that when dampness or visible mold (or certain other conditions) in a home is a hazard to the health of occupants, the home is *substandard* and the property owner must fix the conditions. The Code excludes mold that is "minor and found on surfaces that accumulate moisture as part of their properly functioning and intended use."

CDPH recommends fixing dampness and mold problems as follows:

- identifying and correcting the source of any water that may allow mold to grow
- rapid drying or removal of damp materials
- cleaning or removing mold and moldy materials as rapidly and safely as possible

Note: if a moldy area is simply bleached, cleaned, or painted over—without fixing the source of the dampness—the mold is likely to grow again.

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Renters in California

The California Health & Safety Code requires property owners to provide a rental unit that is safe and healthy for the people living in it. Prospective renters should look for obvious conditions that show dampness or mold, and also less obvious signs like water leaks under the kitchen and bathroom sinks or moldy odor in a sealed-up home. Also look for conditions likely to cause future problems, like a bathroom that has no working vent fan or no window that opens, or a clothes dryer without an outside vent.

For renters who suspect there is dampness or mold:

1. Tell the property owner or manager. Early detection and correction of the dampness and mold problems can reduce the risks to your health and prevent the problem from getting worse.

2. If your property owner will not respond to your concerns in a reasonable amount of time, contact your local (city or county) code enforcement agency and ask for a code enforcement officer to inspect for violations. Many dampness or mold problems in rental homes are the responsibility of the property owner and must be addressed by them. However, a code enforcement officer may determine that dampness or mold in a building results from a tenant's actions or inactions – for instance, not using available bathroom ventilation during showers.

3. If the local inspector determines there is a violation, they can require the property owner to correct the problem.

Additional Resources

For general information on dampness and mold and a list of local code enforcement agencies, with a focus on dampness and mold, see www.cdph.ca.gov/iaq/mold. To see an animated video series, Mold in the Home, visit www.cdph.ca.gov/mold.

Property owners must provide a rental unit that is safe and healthy for the people living in it.

Tenants must notify property owners of any dampness or mold problems.

For more information, visit CDPH website (www.cdph.ca.gov/Pages/contact_us.aspx)

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CALIFORNIA ASSOCIATION OF REALTORS®

ADDENDUM No. A

(C.A.R. Form ADM, Revised 6/25)

The following terms and conditions are hereby incorporated in and made a part of the Purchase agreement, OR [X] Residential Lease or Month-to-Month Rental Agreement, [ ] Other _____, dated *January 29, 2026*, on property known as *5920 Jersey Island Road Oakley, Ca 94561* ("Property/Premises"), between *Mary Ann Pastor, Ricky Pastor* ("Buyer/Tenant") and *City of Oakley* ("Seller/Housing Provider"). The term "Housing Provider" also includes Landlord or Rental Property Owner. Buyer/Tenant and Seller/Housing Provider are referred to as the "Parties."

FORM USE NOTES: This form is intended to be used in Buyer-Seller or Tenant-Housing Provider transactions. For all other situations requiring an addendum, use an Addendum - Generic (C.A.R. form ADM-GEN).

- A change or addition to a previously provided Seller Property Questionnaire (SPQ), Real Estate Transfer Disclosure Statement (TDS), or other disclosure, may be made on an Amendment to Prior Disclosure (C.A.R. Form APD), and it may give the Buyer a right to rescind.
- To change the terms of already executed agreement, use the Amendment to Existing Agreement (C.A.R. form AEA).

1. Any approved pet(s) will be controlled within the home and yard.
2. Resident agrees to indemnify and hold landlord harmless from any and all claims made against them by reason of the admittance of a pet.
3. No smoking in the home or on the property.
4. Renters insurance is required per contract and Ridgewater Real Estate and Owner "City of Oakley" need to be listed as additional insured.
5. Utilities to be in tenants name(s).

The following terms and conditions are added to the lease terms:

Use and Maintenance:

The Tenant is Responsible for the cleaning and maintaining of all items used by them to keep them in proper working condition as they were at the time of Move-in. This includes Faucets, Fixtures, Toilets, Drains, Switches, Bulbs, Appliances, Electrical Outlets, Doors, Windows, Screens, Blinds, Garage Remotes, Filters, Sprinkler Heads and any other items prone to wear and tear. The Owner is responsible for the HVAC, Water Heater, Roof and Structural items. Any item found not to be in proper working order by the Tenant must be reported within 30 days of move-in.

By signing below, Buyer and Seller acknowledge that each has received a copy of this Addendum, and each has read, understands, and agrees to its terms.

Buyer/Tenant *Mary Ann Pastor* Date _____

Buyer/Tenant *Ricky Pastor* Date _____

Seller/Housing Provider *City of Oakley* Date _____

Seller/Housing Provider _____ Date _____

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ADM REVISED 6/25 (PAGE 1 OF 1)

EQUAL HOUSING OPPORTUNITY

ANIMAL TERMS AND CONDITIONS ADDENDUM

(C.A.R. Form ATCA, 6/23)

The following terms and conditions are hereby incorporated in and made a part of the Residential Lease or Month-to-Month Rental Agreement, OR ☐ Residential Lease After Sale, ☐ Other _____, dated *01/29/2026*, on property located at (Street Address) *5920 Jersey Island Road* (Unit/Apartment) _____ (City) *Oakley* (State) *Ca* (Zip Code) *94561* ("Premises"), in which *Mary Ann Pastor, Ricky Pastor* is referred to as "Tenant" and *City of Oakley* is referred to as "Housing Provider" (the term "Housing Provider" includes Rental Property Owner and agent).

ANIMAL ADDENDUM AND AGREEMENT:

Notwithstanding any other term in the Agreement, Housing Provider grants permission for Tenant to have the following animal(s) only on the Premises: _____, subject to the following terms and conditions:

1. **Tenant represents that the animal(s) is:**
   - **A.** ☐ a qualified service animal under California and Federal fair housing law. Tenant has previously been asked and represents that Tenant (or occupant) has a disability and the animal is trained to assist with the following disability-related task(s) (Note: Tenant is not obligated to complete the following field if, as applicable, the disability is obvious or an animal's disability related task is obvious): _____
   - **OR B.** ☐ a qualified support animal, emotional support animal or companion animal under fair housing laws and Tenant has provided Housing Provider with documentation establishing a need for the animal;
   - **OR C.** ☒ a pet.
2. Tenant is not allowed to have any animal on the Premises other than those designated above, including any pets that are "just visiting" unless otherwise allowed under fair housing laws.
3. Tenant represents to Housing Provider that the animal(s): **(i)** is housebroken; **(ii)** has no history of causing substantial property destruction; and **(iii)** has no history of serious threatening or causing harm to persons by biting, scratching, chewing or otherwise.
4. Tenant agrees that the animal(s) will be properly licensed and vaccinated pursuant to applicable laws and Tenant will provide proof of licensing and vaccination upon Housing Provider's or agent's request.
5. Tenant is responsible for compliance with all local laws and regulations relating to the animals.
6. Tenant agrees to clean up after their animal(s) and properly dispose of all waste.
7. Tenant agrees to keep Premises free from animal odor and stain.
8. Tenant agrees to take action to avoid pest infestations (fleas, etc.) in the Premises.
9. Animals may not be bathed or groomed in the laundry room sinks, pools, or pool area.
10. Tenant is responsible for and will be charged for any damage to the Premises caused by an animal(s), whether listed above or "just visiting." Damages include, but are not limited to, damages to floors, carpets, drapes, screens, landscaping, fencing, including odors due to the presence of animals.
11. Tenant agrees to indemnify and hold Housing Provider and Housing Provider's agents harmless from all liability, claims, demands, damages and costs for injuries to persons or property in connection with Tenant's animal(s).
12. **Terms and Conditions Applicable to Pets Only:**
    - **A.** Permission to have an pet may be revoked at any time with three days notice for cause, or for month to month tenancies with thirty days notice without cause. Tenant's failure to remove the animal(s) after permission has been revoked shall be deemed a breach of the lease or rental agreement.
    - **B.** If the Premises is part of a residential complex, pets are not allowed in pool areas, clubhouses, business office, laundry rooms, business center or fitness centers.
    - **C.** ☒ Tenant agrees to carry renter's insurance which includes coverage for pet ownership.
13. _____

By signing below, Tenant acknowledges that they have read, understand, accept, and have received a copy of this addendum.

Tenant (Signature): *Mary Ann Pastor* Date: _____

Tenant (Signature): *Ricky Pastor* Date: _____

Housing Provider (Signature) *City of Oakley* Date: _____

Housing Provider (Signature) _____ Date: _____

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EQUAL HOUSING OPPORTUNITY

NOTICE OF CHANGE IN TERMS OF TENANCY INSTRUCTIONS

THE TENANT PROTECTION ACT OF 2019, aka AB 1482, ("TPA"): The TPA **(i)** imposed limits on the amount a property owner can increase rent to a residential tenant ("Rent Cap") and **(ii)** identified a limited number of reasons that a property owner may terminate a tenancy and evict a tenant ("Just Cause"). Exemptions exist to both the Rent Cap and Just Cause laws.

Common Exemptions: Under the TPA, the most common exemptions from just cause eviction laws are: (1) separately alienable single-family dwellings, including a condominium, as long as the property is not owned by ● a corporation: ● a limited liability company with a corporate member; or ● a real estate investment trust. For this exemption to apply, the Housing Provider must first give the tenant applicable notice of the exemption; (2) dwellings built in the previous 15 years prior to this notice; (3) a duplex in which one of the units was owner occupied at the commencement and throughout the tenancy; (4) single family owner occupied residences in which the owner rents no more than two units or bedrooms, including accessory dwelling units or junior accessory dwelling units; and (5) housing accommodations in which the tenant shares bathroom or kitchen facilities with the owner. Other exemptions may be applicable.

USE OF FORM AND TPA: In **paragraph** 1, identify if the Property or tenancy is covered by the TPA. If it is, fill out **paragraph 2.** If Property or tenancy is NOT covered by the TPA, fill out **paragraph 3.** This form is not intended for use in commercial tenancies and shall not be used if the tenant is a Qualified Commercial Tenant. **If property owner is uncertain whether the property or tenancy is exempt from the TPA, property owner is advised to seek legal counsel from a qualified California real estate attorney who is familiar with the TPA.**

USE OF FORM OR ALTERNATIVE: Housing Provider is advised to review the existing lease agreement and compare it with the most recent version available. Laws may have changed since the commencement of the lease. Further, the terms of the agreement may have been modified over time. Housing Provider is advised to seek legal counsel from a qualified local landlord tenant attorney about whether it is recommended to try to execute a new lease at this time or incorporate new terms as part of this Notice of Change in Terms of Tenancy.

LOCAL RENT AND EVICTION CONTROL WARNING: If the property where the Premises is located is subject to a city or county rent or eviction control ordinance or any eviction moratorium, or if housing provider does not know if the property is subject to a city or county rent or eviction control ordinance or moratorium, owner/agent is advised to seek legal counsel from a qualified local landlord tenant eviction attorney before serving this Notice.

REMOVE THIS INSTRUCTION PAGE BEFORE SERVING THE ATTACHED 2-PAGE FORM.

NOTICE OF CHANGE IN TERMS OF TENANCY

(C.A.R. Form CTT, Revised 6/23)

To: *Mary Ann Pastor, Ricky Pastor* ("Tenant")
and any other occupant(s) in possession of the premises located at:
(Street Address) *5920 Jersey Island Road* (Unit/Apartment #) _____
(City) *Oakley* (State) *Ca* (Zip Code) *94561* ("Premises")

YOUR TENANCY IN THE PREMISES IS CHANGED AS FOLLOWS (All other terms and conditions of your tenancy shall remain unchanged):

The change shall take effect **30 days** from service of this Notice or on *04/01/2026*, or as otherwise specified, whichever is later.

1. APPLICABILITY OF THE TENANT PROTECTION ACT OF 2019, aka AB 1482, ("TPA"):

[X] **The Property or tenancy IS covered by the TPA.** See **paragraph 2.**
[ ] **The Property and tenancy are NOT covered by the TPA.** See **paragraph 3.**

2. PROPERTIES OR TENANCIES COVERED BY THE TPA: Housing Provider is advised to seek counsel from a qualified California real estate attorney before increasing the rent. Rental percentage increases referenced in this section are based on the increase from the lowest charged rent in the previous 12-month period.

A. Rent increase of 5% or less: The new rent shall be $ _____ per month.

B. Rent increase more than 5% but NO MORE than the maximum allowed by the TPA. The maximum increase in rent allowed over the previous 12-month period is calculated by using a formula established in the TPA (Civil Code §1947.12(g)) but in no event greater than 10%. **The new rent shall be** $ *690.00* per month.

3. PROPERTIES OR TENANCIES NOT SUBJECT TO THE TPA: Housing Provider is strongly advised to seek counsel from a qualified California real estate attorney who is familiar with the TPA before selecting either of the options below. Rental percentage increases referenced in this section are based on the increase from the lowest charged rent in the previous 12-month period.

A. Rent increase of no more than 10%: The new rent shall be $ _____ per month.

B. Rent increase greater than 10%: The new rent shall be $ _____ per month.
(Pursuant to California Civil Code §827, the change shall take effect **90 days** from service of this Notice or on _____, whichever is later.)

4. ALL PROPERTIES

A. Security deposit shall be increased by $ _____.

B. [ ] **Rent Cap and Just Cause Addendum** (C.A.R. form RCJC) is attached and incorporated into the lease or rental agreement.

C. Other Changes not including rent:

_____
_____
_____

Housing Provider (Owner or Agent) *David Hansen* Date _____

Housing Provider (Owner or Agent) _____ Date _____

Tenant acknowledges receipt of this notice of change in terms of tenancy. Note to Tenant: Once this Notice of Change in Terms of Tenancy has been delivered to you pursuant to paragraph 5, the specified change to your tenancy will take effect on the date identified before paragraph 1 even if you do not sign.

Tenant *Mary Ann Pastor* Date _____

Tenant *Ricky Pastor* Date _____

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5. DELIVERY OF NOTICE/PROOF OF SERVICE:
This Notice was served by ***David Hansen***, on _____ (date)
In the following manner: (if mailed, a copy was mailed at _____ (Location),
on _____ (enter date, if different from date on first line of this paragraph))
Emailing a notice does not satisfy the requirements of Code of Civil Procedure §§1162(a) or 1162(b).

If this notice is being used solely to change the amount of rent to be paid, the service should be done by either option A1 or A2, below. If this notice includes any change to the terms other than rent (even if rent is also being changed), then, to comply with state law, service attempts must be done in the following order: A1, then B, then C.

A1. [X] **Personal service.** A copy of the Notice was personally delivered to the above named Tenant.

A2. [ ] **Service by first class mail (for changes to rent only). A copy of the Notice was sent by first class mail, postage prepaid. Five additional days were provided for in the notice above if sent in California, ten (10) additional days if sent from another state, twenty (20) additional days if sent from outside of the United States.**

B. NOTE: SUBSTITUTED SERVICE MAY BE USED IF THE TENANT IS ABSENT FROM THE TENANT'S RESIDENCE OR USUAL PLACE OF BUSINESS.

[ ] **Substituted service (if change includes something other than rent).** A copy of the Notice was left with a person of suitable age and discretion at the Tenant's residence or usual place of business and a copy was mailed, by first class mail, postage prepaid, to the Tenant at the Premises.

C. NOTE: POSTING AND MAILING OF THE NOTICE MAY BE USED ONLY IF THE TENANT'S RESIDENCE OR USUAL PLACE OF BUSINESS CANNOT BE ASCERTAINED OR IF KNOWN THEN ONLY IF NO PERSON OF SUITABLE AGE AND DISCRETION CAN BE FOUND AT THOSE LOCATIONS.

[ ] **Post and mail (if change includes something other than rent).** A copy of the Notice was affixed to a conspicuous place on the Premises and a copy was mailed, by first class mail, postage prepaid, to the Tenant at the Premises.

_____ _____
(Signature of person serving Notice) (Date)

David Hansen
(Print Name)

(Keep a copy for your records.)

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EQUAL HOUSING OPPORTUNITY

STAFF REPORT

OAKLEY
CALIFORNIA

DATE: February 10, 2026

TO: Joshua McMurray, City Manager

FROM: Jeri Tejeda, Administrative Services Director

Approved and Forwarded to the City Council

SUBJECT: Adopt a Resolution Approving the City of Oakley Fiscal Year 2025/2026 Mid-Year Budget Review and a resolution to amend the Townsend contract.

Background and Analysis

City Policy requires the City Manager to make a mid-year budget report to the City Council in February of each year. The process provides an opportunity to review the status of the Budget at mid-year and to adjust the City's planned operations and budget, as necessary. This year's report is attached and includes a State of the Budget and summary of staff recommendations, detailed assessments of both operating and capital budgets as well as some additional funding requests.

Also included in the report is an amendment to the Townsend contract to correct a previous resolution from August 2024. The term on the contract was intended to be 22 months and instead was incorrectly shown as 18 months. There is no funding needed for this adjustment and the approval of the resolution will correct the number of months in the contract. There is a separate resolution to be approved for this item.

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. It is also consistent with the Finance and Fiscal Responsibility Objective to develop and maintain a financial strategy and reporting policy.

Fiscal Impact

For a detailed listing of all staff recommended changes and fiscal impacts to the budget, refer to the Mid-Year Budget Review and other attachments to this report.

Staff Recommendation

Staff recommends the City Council adopt a Resolution Approving the City of Oakley Fiscal Year 2025/2026 Mid-Year Budget Review including the recommended budget amendments and amended salary schedule

Attachments

1. Resolution-Mid Year
2. Mid-Year Budget Report
3. Resolution-Townsend
4. Townsend Contract

RESOLUTION NO. XX-26

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OAKLEY APPROVING THE FISCAL YEAR 2024/2025 MID-YEAR BUDGET REVIEW AND ADOPTING ITS RECOMMENDATIONS FOR REVISING THE FISCAL YEAR 2024/2025 BUDGET AND AMENDED SALARY SCHEDULE

WHEREAS, the City is required by law to approve a budget prior to the beginning of each fiscal year, and finds it prudent to review the status of the budget at mid-year each year; and

WHEREAS, the Administrative Services Director and other City Department Directors have undertaken a thorough review and projected revenues and expenditures for the remainder of the fiscal year; and

WHEREAS, the City Council of the City of Oakley has been presented with a Mid-year Budget Report, including a State of the Budget, and summary of staff recommendations.

BE IT RESOLVED by the City Council of the City of Oakley hereby approves and adopts the Staff recommendations included in the Mid-year Budget Report presented by the City Manager. Staff Recommendations are as follows:

Increase Interest Income Revenue by $400,000 in General Fund
Increase Sale of Property Revenue by $5,307,277 in General Fund
Increase Citations-Cannabis Cultivation Revenue by $171,547 in General Fund
Increase Senior Programming Expense by $32,000 in General Fund
Increase Senior Improvements Expense by $153,000 in General Fund
Increase Consulting Services Expense by $50,000 in General Fund
Increase Operating Transfers Expense by $8,000,000 in General Fund
Increase CIP 247 Cypress Road Construction Expense by $5,000,000 in Street Maintenance and Rehab Fund
Increase Operating Transfer Revenue by $5,000,000 in Street Maintenance and Rehab Fund
Increase Operating Transfer Revenue by $3,000,000 in General Capital Projects Fund
Increase CIP 218 Library Construction Expense by $3,000,000 in General Capital Projects Fund
Increase Police Overtime by $300,000 and Police Dispatch by $120,000 using savings from salary and benefits in General Fund
Increase CIP 247 Cypress Road Construction Expense by $1,000,000 in Road Maintenance and Rehab Fund

Increase CIP 247 Cypress Road Construction Expense by $2,000,000 in Traffic Impact Fee Fund
Increase Traffic Impact Fee Revenue by $2,000,000 in Traffic Impact Fee Fund
Increase Vehicle Expense by $90,000 in Fleet Internal Service Fund
Increase Equipment Expense by $30,000 in Fleet Internal Service Fund
Approve the attached Senior Engineer Job Description
Approve the attached Senior Recreation Leader Job Description
Approved the attached Amended Salary Schedule removing the Associate Engineer Classification, Adding the Senior Engineer Classification, and Amending the salary range for the Senior Recreation Leader Classification.

Waive the $25 Senior Membership fee through December 31, 2025

PASSED AND ADOPTED this 10th day of February, 2026 by the following vote.

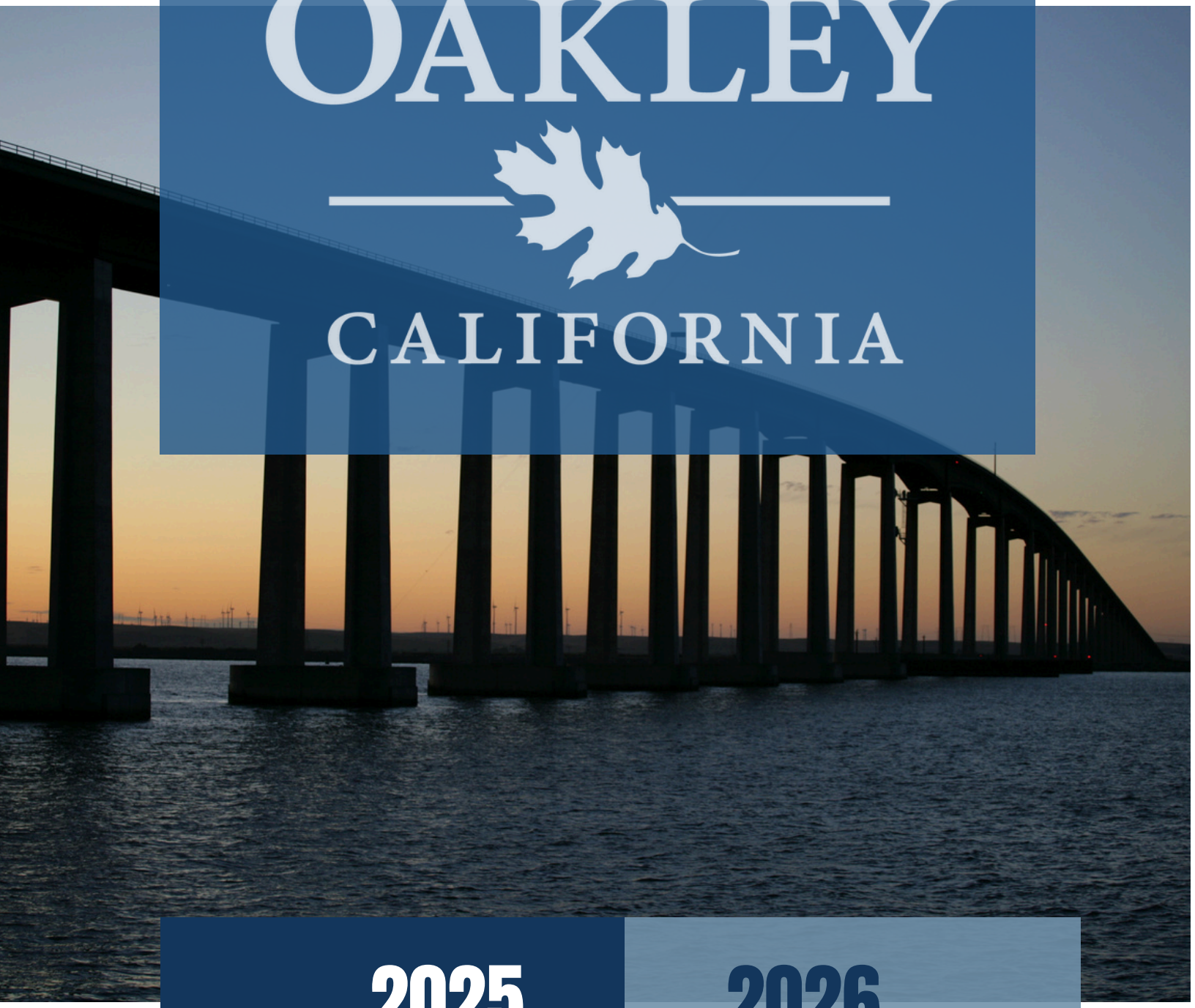
AYES:
NOES:
ABSTENTION:
ABSENT:

APPROVED:

_____
Hugh Henderson, Mayor

ATTEST:

_____ _____
Kim Snodgrass, City Clerk Date



OAKLEY

CALIFORNIA

2025 2026

MID-YEAR BUDGET REVIEW

OAKLEY
CALIFORNIA

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STATE OF THE BUDGET

The Mid-Year Budget Review covers the period of July 1, 2025 through December 31, 2025. Revenue in general is coming in on target with Property Taxes, Property Tax In-Lieu and Interest Income up slightly from the original budget and Sales Tax, Franchise Fees and Impact Administration Fees slightly lower than expected. The net of these is expected to be neutral for the fiscal year. Impact Fee Funds are down from prior year and anticipated to end the year under budget.

Property Tax continues to grow in the City of Oakley. Property Tax is expected to have a 4.67% increase in the current year. This is .67% higher than the anticipated 4% budget projection.

General fund expenditures are on track and are expected to end the year at or below the original budget. Capital Project Funds and Impact Fee Funds continue to fund several capital projects, with the Cypress Road projects and the Library and Community Center remaining top priority.

In fiscal year 2024, a total of 94 single family permits were issued, and building was in the lower to normal range. In fiscal year 2025, the total permits issued increased slightly by 6 to 100 total permits. As of December 31, 2025, 68 single family permits have been issued and show that development is continuing to be slow in the current economy. Impact fee revenue related to building is down and we do not anticipate hitting the budget number of 150 single family permits.

The financial forecast for the economy continues to remain in question. Although recession rumors had quieted at this time last year, they have returned as the economy begins showing signs of slowing yet again. While fiscal year 2025/26 is a year of growth and many capital projects, the city may see the effects of a slower economy in the upcoming budget cycle.

Our future remains hopeful as our focus in the coming year will be to complete multiple capital improvement projects started in prior years. As we review the current year budget and look forward to fiscal year 2026/27, it will be important for us to continue our conservative nature while we plan for all of the exciting things in Oakley's future.

GENERAL FUND

In accordance with the City's Financial Policies, the original current year budget was conservative when adopted. The policies also call for one-time, non-operating expenditures to be funded from one-time revenues or the undesignated fund balance. The current year's budget was adopted with approximately $5.3 million appropriated for transfers out of the General Fund, with $2.9 million considered one-time expenses for fleet, technology and capital projects.

While some revenue line items are expected to be over budget others are expected to be under and the net of these is not expected to change the outlook in the FY 2025/26 budget. Staff is not recommending any changes to revenue at this time.

Staff recommends the following adjustments to the FY 2025/26 General Fund Expenditure budget:

Account Description	Original Budget	Proposed Adjusted Budget	Increase/ (Decrease) to Budget
Vehicle Purchase	$0	$200,000	$200,000
CIP 318 Library and Community Center Project	$7,000,000	$8,500,000	$1,500,000
Temporary Salaries	$3,000	$6,000	$3,000
Total Change			**$1,703,000**

The request for the vehicle purchase is for a bucket truck in the Public Works Department. This piece of equipment will allow for more things to be completed by our in-house employees without the need to contract work with a third party. Things like tree work, street light bulb changes and banner changes can be done in real time with current staff without the expense and time needed to find a contractor to complete the work for us. While this is a significant expense, staff feels this will pay for itself in a short period of time. Staff recommends this come from the general fund available fund balance.

CIP 318 Library and Community Center Project currently has a total of $10.5 million dollars allocated by the City to construction with the majority coming from the General Fund. Current allocation is $7 million from the general fund, $3 million from the special community projects fund and $500,000 from public facilities fees fund. Staff is recommending an additional $1.5 million be allocated from our General Fund Capital Project Reserves. This additional allocation will go towards the Community Center side of the building, which will allow for some additional space to make the center more usable. The allocation will also support the demolition of the existing amphitheater band stand and construction of a new band stand area.

The city has partnered with Working Wonders, a non-profit organization whose focus is to provide work-related training and opportunities for adults with disabilities. Each week we have provided work opportunities from filing and scanning to parking lot cleanups. As part of the program, each adult worker is accompanied by a Working Wonders staff member in order to assist them with the duties assigned. The FY 2025/26 budget was $3,000. We are nearing the end of our budget but feel the partnership has been extremely successful. We would like to add an additional $3,000 to complete fiscal year 2025/26.

In August 2024, the City Council adopted Resolution No. 115-24 authorizing an 18-month agreement with Townsend for a not-to-exceed amount of $117,000 ($6,500 fixed monthly fee). The August 2024 staff report and draft agreement presented with the resolution in the agenda packet showed staff's intention to enter into an agreement for the term September 1, 2024 through June 30, 2026 (to align with the City's fiscal year ending June 30, 2026). Resolution No. 115-24 incorrectly showed that term as 18 months instead of 22 months.
For the 22-month term included in the executed agreement, at $6,500 per month, the not-to-exceed amount should be $143,000 as opposed to the $117,000 (for 18 months) included in Resolution No. 115-24 and in the agreement. The Fiscal Year 2024/2025 and 2025/26 budgets allocated the $143,000 ($65,000 in 24/25 and $78,000 in 25/26), of which only $117,000 has been spent and/or remains encumbered.

Staff is requesting the City Council adopt the proposed resolution authorizing the City Manager to execute Amendment No. 1 to the Agreement with Townsend Public Affairs, Inc. for on-call grant writing and legislative advocacy services to increase the not-to-exceed amount by $26,000 from $117,000 to $143,000 to complete the term from September 1, 2024 to June 30, 2026. Additional funding is not being requested as the correct amount was included in the current budget.

General Fund Summary

Overall, the proposed General Fund Operating Budget Revenue remains balanced without relying on one-time Revenues. This reflects the Councils commitment to operating conservatively. The estimated net revenue over expenditures at year end is ($4,045,022), which includes one-time capital expenditures of $5,017,988. Excluding one-time capital expenditures, net revenue over expenditure is $972,966.

General Fund Summary Continued

Category	Actuals FY 22/2023	Actuals FY 23/2024	Actuals FY 24/2025	Original Budget FY 25/2026	YE Projections FY 25/2026
Revenue					
Property Tax	$ 9,760,239	$ 10,408,265	$ 10,908,753	$ 10,979,526	$ 11,063,267
Sales Tax	$ 3,259,906	$ 3,146,621	$ 2,825,597	$ 3,251,906	$ 2,998,020
Franchise Taxes	$ 2,543,591	$ 2,602,129	$ 2,655,960	$ 2,570,000	$ 2,675,886
Other Taxes	$ 588,389	$ 605,684	$ 603,350	$ 570,000	$ 559,259
Total Taxes	**$ 16,152,125**	**$ 16,762,698**	**$ 16,993,661**	**$ 17,371,432**	**$ 17,296,432**
Interfund Charges	$ 3,604,691	$ 11,571,272	$ 12,224,350	$ 12,847,738	$ 12,804,487
Development Fees	$ 1,988,965	$ 1,150,012	$ 1,543,789	$ 1,342,800	$ 1,268,856
Intergovernmental Revenue	$ 97,344	$ 71,905	$ 94,560	$ 114,199	$ 114,199
Business License	$ 100,566	$ 327,862	$ 210,520	$ 125,000	$ 125,000
Other Revenue	$ 1,555,098	$ 1,507,750	$ 2,355,391	$ 1,361,371	$ 1,406,643
Sale of Property	$ 453,401	$ 934,724	$ 5,307,277	$ -	$ -
Other Financing Sources	$ 876,671	$ 1,808,895	$ 1,954,374	$ 425,000	$ 571,924
Total Revenue	**$ 24,828,861**	**$ 34,135,119**	**$ 40,683,922**	**$ 33,587,540**	**$ 33,587,540**
Expenditures					
Animal Control	$ 341,873	$ 394,020	$ 491,325	$ 546,510	$ 546,510
City Council	$ 69,440	$ 77,220	$ 94,967	$ 127,959	$ 127,959
City Manager	$ 648,218	$ 943,365	$ 1,062,178	$ 1,086,109	$ 1,086,109
Information Technology*	$ 557,814	$ 439,465	$ -	$ -	$ -
Economic Development	$ 242,122	$ 251,585	$ 254,251	$ 311,410	$ 311,410
City Clerk	$ 519,757	$ 499,048	$ 530,127	$ 504,497	$ 504,497
City Attorney	$ 370,432	$ 345,167	$ 415,951	$ 362,000	$ 362,000
Human Resources	$ 617,688	$ 694,118	$ 601,298	$ 634,023	$ 634,023
Finance	$ 921,681	$ 967,983	$ 1,030,736	$ 1,185,095	$ 1,185,095
Recreation	$ 912,609	$ 1,034,181	$ 1,160,589	$ 1,599,153	$ 1,599,153
Building	$ 883,468	$ 823,633	$ 992,444	$ 1,183,262	$ 1,183,262
Planning	$ 806,212	$ 736,101	$ 684,896	$ 940,074	$ 940,074
Code Enforcement	$ 305,904	$ 326,952	$ 597,682	$ 761,134	$ 761,134
Public Safety	$ 11,967,380	$ 13,488,375	$ 14,225,990	$ 16,389,398	$ 16,389,398
Engineering	$ 2,254,478	$ 2,113,545	$ 2,329,952	$ 2,542,351	$ 2,542,351
Streets	$ 864,102	$ 572,374	$ 667,632	$ 736,974	$ 736,974
Facilities	$ 512,539	$ 687,576	$ 875,272	$ -	$ -
Parks	$ 1,537,110	$ 1,263,970	$ 1,208,243	$ 1,339,896	$ 1,339,896
Operating Transfers (inclues one-time)	$ 9,577,974	$ 2,290,323	$ 14,491,200	$ 5,679,716	$ 7,382,716
Non-Departmental	$ (636,976)	$ (850,541)	$ (653,928)	$ 1	$ 1
Total Expenditures	**$ 33,273,824**	**$ 27,098,461**	**$ 41,060,806**	**$ 35,929,562**	**$ 37,632,562**
Net Revenue (Expenditure)	**$ (8,444,963)**	**$ 7,036,658**	**$ (376,884)**	**$ (2,342,022)**	**$ (4,045,022)**

Other funds are trending on target with the budget with the exception of the impact fee funds. While budget is coming in lower than anticipated we are still expected to be able to fund all allocations to capital projects.

The Storm Water Fund continues to be of concern. In the FY 2025/26 budget City Council authorized a $115,000 transfer from the general fund to help with growing storm water expenditures.While staff believes this will be all that is needed for the current year, it is anticipated that the storm water fund will continue to rely on general fund to make ends meet. In the 10-year plan, staff has anticipated a 15% growth each year in general fund contributions. Staff is reviewing expenditures for this fund as a part of the fiscal year 2026/27 budget to determine if any expenditures can be funded elsewhere so that the fund is less reliant on the general fund.

Several Lighting and Landscaping Districts expenditures continue to exceed revenue. This is of growing concern for the future and staff is working with a consultant on ways to help resolve these issues. We will have an in-depth conversation at our budget retreat on options we may have to assist in fixing some of the discrepancies.

Our Façade Improvement program has been funded by our special community projects fund and has been extremely successful. Staff is asking for an additional allocation of $150,000 to continue the program. It is recommended that we use interest earned in the American Rescue Plan Act Fund (ARPA) and the Special Community Project fund in order to fund this. The additional allocation will allow for a minimum of 3 projects with awards of a maximum of $50,000 each. To date, the City has funded 13 projects, which have assisted in retaining existing businesses and attracting new businesses.

Lastly, CIP 186 – Regional 55 Acre Park remains a priority as we attempt to find ways to fund the project. As we are preparing to begin applying for grants, we find it beneficial to have some money budgeted towards the project. Staff is asking to allocate $200,000 from the Regional Park Fund undesignated fund balance.

Other Funds Continued

Account Description	Fund	Original Budget	Proposed Adjusted Budget	Increase/ (Decrease) to Budget
Facade Improvements	220	$250,000	$400,000	$150,000
CIP 186 - Regional 55 Acre Park	428	$0	$200,000	$200,000
Total Change				**$350,000**

Summary of Staff Recommendations

General Fund Summary

Staff recommends the Council authorize the appropriation adjustments necessary at a line-item level to adjust the General Fund budgeted expenditures by a net increase of $1,703,000, as follows:

Increase Public Works Vehicle Expense by $200,000
Increase Temporary Salaries for HR by $3,000
Increase Operating Transfer out by $1,500,000 to Fund 201
Increase Operating Transfer In by $1,500,000 (From Capital Improvement Reserve)

Other Funds Summary

Staff recommends the Council authorize the appropriation adjustments necessary at a line-item level to adjust the Other Funds budgeted revenues and expenditures as follows:

Increase CIP 318 Construction Expense by $1,500,000 in Fund 201 Capital Projects
Increase Operating Transfer In Revenue by $1,500,000 in Fund 201 Capital Projects
Increase CIP 186 Construction Expense by $200,000 in Fund 428 Regional Park Fund
Increase Operating Transfer Out Expense by $100,000 in Fund 120 ARPA Fund
Increase Operating Transfer In Revenue by $100,000 in Fund 220 Special Community Projects Fund
Increase Façade Improvement Expense by $150,000 in Fund 220 Special Community Projects Fund

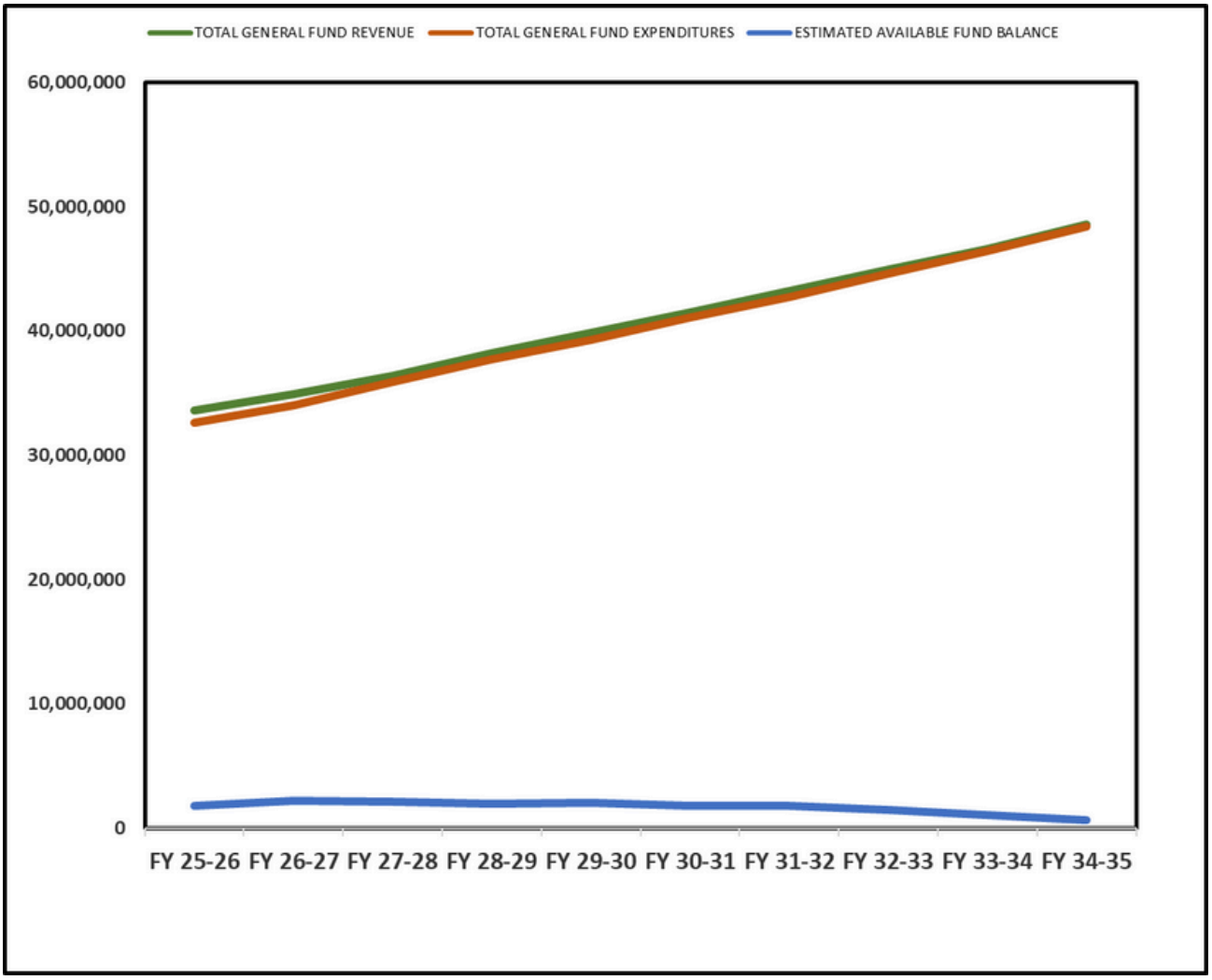
As of this mid-year analysis, the Fiscal Year 2025/2026 budget performance is positive. While the budget remains stable it is important that we are reminded of the importance of being conservative. As explained at the end of this report, our ten-year plan projected revenue requires us to keep ongoing expenditures to a minimum.

The mid-year review confirms that if we remain disciplined, as the Council has directed and as incorporated into the City's Financial Policies, the City operations are and can remain balanced over time.

The City remains subject to significant external factors in managing costs and revenue and we continue to recommend proceeding carefully with any changes to ongoing expenditures without identifying ongoing revenue for such expense.

As a reminder, the City currently has a 30% general fund reserve in place as part of our financial policies. This is taken into consideration as part of the ten year projections.
While we do not typically provide a full ten-year analysis at mid-year we are providing a graph showing the ten year progression. Anytime we make a request to the council that includes an ongoing cost, staff first ensures that these changes meet the financial policies. Staff will provide a full analysis of the ten-year plan at the budget retreat in April 2026.

It is also important to note that with the large one-time transfer to capital projects for the Library, total general fund expenditures exceed general fund revenues in FY 2025/26. This is coming from our available fund balance, is for one-time expenses and does not utilize our 30% reserve. On-going revenues continue to be sufficient to cover on-going expenses.



All Funds Summary

The included All Funds Summary provides an estimated year-end fund balance for every active fund. The items listed in the Summary of Staff Recommendations are taken into account in the all funds summary projected year-end balance.

Fund Summary
Mid-Year Budget Review
Fiscal Year 2025/2026

Fund		Accounts	Current Adjusted Budget	Actual YTD	FYE Projection	Mid-Year Budget Adjustment
100	General Fund	Available Fund Balance 06/30/25			2,868,626	
		Revenues	33,587,540	13,860,361	35,087,540	1,500,000
		Expenditures	35,929,562	18,382,534	37,632,562	1,703,000
		Revenues over (under) Expenditures	(2,342,022)	(4,522,173)	(2,545,022)	(203,000)
		Est Fund Balance 06/30/26			323,604	
115	Oakely Creekside Park Restoration	Available Fund Balance 06/30/25			0	
		Revenues	0	0	0	0
		Expenditures	0	0	0	0
		Revenues over (under) Expenditures	0	0	0	0
		Est Fund Balance 06/30/26			0	
120	American Rescur Plan Act (ARPA)	Available Fund Balance 06/30/25			5,417,479	
		Revenues	0	23,424	0	0
		Expenditures	5,102,920	799,420	5,202,920	100,000
		Revenues over (under) Expenditures	(5,102,920)	(775,996)	(5,202,920)	(100,000)
		Est Fund Balance 06/30/26			214,558	
132	Parks Landscaping Assessment - (LLAD Zone 1)	Available Fund Balance 06/30/25			6,091,547	
		Revenues	2,508,115	1,464,342	2,508,115	0
		Expenditures	3,378,649	1,457,426	3,378,649	0
		Revenues over (under) Expenditures	(870,534)	6,916	(870,534)	0
		Est Fund Balance 06/30/26			5,221,012	
133	Lighting Assessment Dist - (LLAD Zone 2)	Available Fund Balance 06/30/25			190,682	
		Revenues	616,896	343,312	616,896	0
		Expenditures	630,078	320,518	630,078	0
		Revenues over (under) Expenditures	(13,182)	22,794	(13,182)	0
		Est Fund Balance 06/30/26			177,501	
136	Ag Conservation	Available Fund Balance 06/30/25			8,064	
		Revenues	0	40	0	0
		Expenditures	0	0	0	0
		Revenues over (under) Expenditures	0	40	0	0
		Est Fund Balance 06/30/26			8,064	
138	Downtown Revitalization	Available Fund Balance 06/30/25			336,145	
		Revenues	177,121	100,828	177,121	0
		Expenditures	202,130	102,080	202,130	0
		Revenues over (under) Expenditures	(25,008)	(1,252)	(25,008)	0
		Est Fund Balance 06/30/26			311,137	
140	Gas Tax	Available Fund Balance 06/30/25			1,494,576	
		Revenues	1,224,708	670,996	1,224,708	0
		Expenditures	2,240,797	1,098,338	2,240,797	0
		Revenues over (under) Expenditures	(1,016,089)	(427,342)	(1,016,089)	0
		Est Fund Balance 06/30/26			478,487	
141	Gas Tax-RMRA SB1	Available Fund Balance 06/30/25			1,741,402	
		Revenues	1,209,966	555,415	1,209,966	0
		Expenditures	2,602,586	382,076	2,602,586	0
		Revenues over (under) Expenditures	(1,392,620)	173,339	(1,392,620)	0
		Est Fund Balance 06/30/26			348,782	

Fund Summary
Mid-Year Budget Review
Fiscal Year 2025/2026

Fund		Accounts	Current Adjusted Budget	Actual YTD	FYE Projection	Mid-Year Budget Adjustment
145	**Stormwater NPDES**	Available Fund Balance 06/30/25			(126,710)	
		Revenues	**734,139**	**145,235**	**734,139**	0
		Expenditures	**550,702**	**275,572**	**550,702**	0
		Revenues over (under) Expenditures	**183,437**	**(130,338)**	**183,437**	0
		Est Fund Balance 06/30/26			**56,727**	
148	**Measure J**	Available Fund Balance 06/30/25			1,624,884	
		Revenues	**772,500**	**3,993**	**772,500**	0
		Expenditures	**1,909,665**	**1,055,001**	**1,909,665**	0
		Revenues over (under) Expenditures	**(1,137,165)**	**(1,051,009)**	**(1,137,165)**	0
		Est Fund Balance 06/30/26			**487,718**	
150	**Police P-6 Assessment District**	Available Fund Balance 06/30/25			0	
		Revenues	**8,455,505**	**4,738,410**	**8,455,505**	0
		Expenditures	**8,455,505**	**4,689,628**	**8,455,505**	0
		Revenues over (under) Expenditures	**0**	**48,783**	**0**	0
		Est Fund Balance 06/30/26			**0**	
151	**Supplemental Law Enforcement (SLEF)**	Available Fund Balance 06/30/25			0	
		Revenues	**185,400**	**166,397**	**185,400**	0
		Expenditures	**185,400**	**150,571**	**185,400**	0
		Revenues over (under) Expenditures	**0**	**15,826**	**0**	0
		Est Fund Balance 06/30/26			**0**	
152	**OTS Police Grants**	Available Fund Balance 06/30/25			0	
		Revenues	**16,724**	**34,474**	**16,724**	0
		Expenditures	**16,724**	**34,474**	**16,724**	0
		Revenues over (under) Expenditures	**0**	**(0)**	**0**	0
		Est Fund Balance 06/30/26			**0**	
168	**Sports Field Maintenance**	Available Fund Balance 06/30/25			352,501	
		Revenues	**50,000**	**58,144**	**50,000**	0
		Expenditures	**32,485**	**16,243**	**32,485**	0
		Revenues over (under) Expenditures	**17,515**	**41,900**	**17,515**	0
		Est Fund Balance 06/30/26			**370,016**	
170	**Vintage Parkway (LLAD Zone 3-1)**	Available Fund Balance 06/30/25			268,795	
		Revenues	**79,272**	**44,372**	**79,272**	0
		Expenditures	**81,489**	**46,714**	**81,489**	0
		Revenues over (under) Expenditures	**(2,217)**	**(2,342)**	**(2,217)**	0
		Est Fund Balance 06/30/26			**266,578**	
171	**Oakley Ranch (LLAD Zone 3-2)**	Available Fund Balance 06/30/25			10,128	
		Revenues	**33,046**	**17,819**	**33,046**	0
		Expenditures	**40,817**	**23,889**	**40,817**	0
		Revenues over (under) Expenditures	**(7,771)**	**(6,070)**	**(7,771)**	0
		Est Fund Balance 06/30/26			**2,358**	
172	**Empire (LLAD Zone 3-3)**	Available Fund Balance 06/30/25			97,156	
		Revenues	**4,734**	**2,968**	**4,734**	0
		Expenditures	**5,212**	**2,565**	**5,212**	0
		Revenues over (under) Expenditures	**(478)**	**404**	**(478)**	0
		Est Fund Balance 06/30/26			**96,678**	

Fund Summary
Mid-Year Budget Review
Fiscal Year 2025/2026

Fund		Accounts	Current Adjusted Budget	Actual YTD	FYE Projection	Mid-Year Budget Adjustment
173	**Oakley Town Center (LLAD Zone 3-4)**	Available Fund Balance 06/30/25			101,934	
		Revenues	**11,535**	**6,512**	**11,535**	0
		Expenditures	**11,033**	**5,237**	**11,033**	0
		Revenues over (under) Expenditures	**502**	**1,275**	**502**	0
		Est Fund Balance 06/30/26			**102,436**	
174	**Oak Grove (LLAD Zone 3-5)**	Available Fund Balance 06/30/25			116,394	
		Revenues	**28,605**	**16,195**	**28,605**	0
		Expenditures	**27,133**	**12,618**	**27,133**	0
		Revenues over (under) Expenditures	**1,472**	**3,577**	**1,472**	0
		Est Fund Balance 06/30/26			**117,867**	
175	**Laurel Woods/Luna Estates (LLAD Zone 3-6)**	Available Fund Balance 06/30/25			114,499	
		Revenues	**7,868**	**4,778**	**7,868**	0
		Expenditures	**7,533**	**3,556**	**7,533**	0
		Revenues over (under) Expenditures	**335**	**1,222**	**335**	0
		Est Fund Balance 06/30/26			**114,833**	
176	**South Forty (LLAD Zone 3-7)**	Available Fund Balance 06/30/25			58,363	
		Revenues	**9,905**	**5,675**	**9,905**	0
		Expenditures	**9,503**	**5,463**	**9,503**	0
		Revenues over (under) Expenditures	**402**	**212**	**402**	0
		Est Fund Balance 06/30/26			**58,765**	
177	**Claremont (LLAD Zone 3-8)**	Available Fund Balance 06/30/25			(876)	
		Revenues	**10,428**	**5,545**	**10,428**	0
		Expenditures	**13,444**	**8,144**	**13,444**	0
		Revenues over (under) Expenditures	**(3,016)**	**(2,598)**	**(3,016)**	0
		Est Fund Balance 06/30/26			**(3,892)**	
178	**Gateway (LLAD Zone 3-9)**	Available Fund Balance 06/30/25			194,511	
		Revenues	**18,610**	**11,036**	**18,610**	0
		Expenditures	**26,686**	**17,115**	**26,686**	0
		Revenues over (under) Expenditures	**(8,076)**	**(6,079)**	**(8,076)**	0
		Est Fund Balance 06/30/26			**186,434**	
179	**Countryside-Village Green (LLAD Zone 3-10)**	Available Fund Balance 06/30/25			26,919	
		Revenues	**2,875**	**1,572**	**2,875**	0
		Expenditures	**4,514**	**2,599**	**4,514**	0
		Revenues over (under) Expenditures	**(1,639)**	**(1,027)**	**(1,639)**	0
		Est Fund Balance 06/30/26			**25,280**	
180	**Country Fair-Meadow Glen (LLAD Zone 3-11)**	Available Fund Balance 06/30/25			2,799	
		Revenues	**12,973**	**6,765**	**12,973**	0
		Expenditures	**9,466**	**5,639**	**9,466**	0
		Revenues over (under) Expenditures	**3,507**	**1,126**	**3,507**	0
		Est Fund Balance 06/30/26			**6,306**	
181	**California Sunrise (LLAD Zone 3-12)**	Available Fund Balance 06/30/25			89,556	
		Revenues	**3,702**	**2,367**	**3,702**	0
		Expenditures	**2,707**	**1,353**	**2,707**	0
		Revenues over (under) Expenditures	**995**	**1,015**	**995**	0
		Est Fund Balance 06/30/26			**90,552**	

Fund Summary
Mid-Year Budget Review
Fiscal Year 2025/2026

Fund		Accounts	Current Adjusted Budget	Actual YTD	FYE Projection	Mid-Year Budget Adjustment
182	**California Visions-Laurel (LLAD Zone 3-13)**	Available Fund Balance 06/30/25			189,367	
		Revenues	**12,250**	**7,532**	**12,250**	0
		Expenditures	**12,201**	**7,026**	**12,201**	0
		Revenues over (under) Expenditures	**49**	**506**	**49**	0
		Est Fund Balance 06/30/26			**189,416**	
183	**Claremont Heritage (LLAD Zone 3-14)**	Available Fund Balance 06/30/25			284,466	
		Revenues	**18,540**	**11,432**	**18,540**	0
		Expenditures	**12,213**	**7,656**	**12,213**	0
		Revenues over (under) Expenditures	**6,327**	**3,775**	**6,327**	0
		Est Fund Balance 06/30/26			**290,793**	
184	**Country Fair-Meadow Glen II (LLAD Zone 3-15)**	Available Fund Balance 06/30/25			222,391	
		Revenues	**122,982**	**68,516**	**122,982**	0
		Expenditures	**144,117**	**103,705**	**144,117**	0
		Revenues over (under) Expenditures	**(21,135)**	**(35,189)**	**(21,135)**	0
		Est Fund Balance 06/30/26			**201,256**	
185	**Sundance (LLAD Zone 3-16)**	Available Fund Balance 06/30/25			16,085	
		Revenues	**9,010**	**4,979**	**9,010**	0
		Expenditures	**10,341**	**5,206**	**10,341**	0
		Revenues over (under) Expenditures	**(1,331)**	**(228)**	**(1,331)**	0
		Est Fund Balance 06/30/26			**14,754**	
186	**CA Jamboree-Laurel Anne (LLAD Zone 3-17)**	Available Fund Balance 06/30/25			368,154	
		Revenues	**118,184**	**64,966**	**118,184**	0
		Expenditures	**124,433**	**78,067**	**124,433**	0
		Revenues over (under) Expenditures	**(6,249)**	**(13,101)**	**(6,249)**	0
		Est Fund Balance 06/30/26			**361,905**	
187	**Country Place (LLAD Zone 3-18)**	Available Fund Balance 06/30/25			(45,706) *	
		Revenues	**96,800**	**49,787**	**96,800**	0
		Expenditures	**54,901**	**33,177**	**54,901**	0
		Revenues over (under) Expenditures	**41,899**	**16,610**	**41,899** *	0
		Est Fund Balance 06/30/26			**(3,807)**	
			*** From General Fund Loan**			
188	**Laurel Crest (LLAD Zone 3-19)**	Available Fund Balance 06/30/25			92,059	
		Revenues	**207,800**	**108,583**	**207,800**	0
		Expenditures	**220,466**	**143,134**	**220,466**	0
		Revenues over (under) Expenditures	**(12,666)**	**(34,551)**	**(12,666)**	0
		Est Fund Balance 06/30/26			**79,393**	
189	**Marsh Creek Glen (LLAD Zone 3-20)**	Available Fund Balance 06/30/25			590,362	
		Revenues	**120,659**	**68,909**	**120,659**	0
		Expenditures	**272,908**	**86,227**	**272,908**	0
		Revenues over (under) Expenditures	**(152,249)**	**(17,318)**	**(152,249)**	0
		Est Fund Balance 06/30/26			**438,113**	
190	**Quail Glen (LLAD Zone 3-21)**	Available Fund Balance 06/30/25			127,249	
		Revenues	**39,537**	**22,083**	**39,537**	0
		Expenditures	**36,727**	**21,901**	**36,727**	0
		Revenues over (under) Expenditures	**2,810**	**182**	**2,810**	0
		Est Fund Balance 06/30/26			**130,060**	

Fund Summary
Mid-Year Budget Review
Fiscal Year 2025/2026

Fund		Accounts	Current Adjusted Budget	Actual YTD	FYE Projection	Mid-Year Budget Adjustment
191	**Cypress Grove (LLAD Zone 3-22)**	Available Fund Balance 06/30/25			576,099	
		Revenues	**354,664**	**196,935**	**354,664**	0
		Expenditures	**300,039**	**111,822**	**300,039**	0
		Revenues over (under) Expenditures	**54,625**	**85,114**	**54,625**	0
		Est Fund Balance 06/30/26			**630,724**	
192	**South Oakley (LLAD Zone 3-23)**	Available Fund Balance 06/30/25			705,273	
		Revenues	**541,164**	**306,951**	**541,164**	0
		Expenditures	**483,914**	**339,849**	**483,914**	0
		Revenues over (under) Expenditures	**57,250**	**(32,898)**	**57,250**	0
		Est Fund Balance 06/30/26			**762,522**	
193	**Stone Creek (LLAD Zone 3-24)**	Available Fund Balance 06/30/25			583,832	
		Revenues	**90,293**	**52,416**	**90,293**	0
		Expenditures	**26,116**	**9,590**	**26,116**	0
		Revenues over (under) Expenditures	**64,177**	**42,827**	**64,177**	0
		Est Fund Balance 06/30/26			**648,009**	
194	**Magnolia Park (LLAD Zone 3-25)**	Available Fund Balance 06/30/25			3,158,756	
		Revenues	**1,044,538**	**589,549**	**1,044,538**	0
		Expenditures	**1,828,163**	**430,640**	**1,828,163**	0
		Revenues over (under) Expenditures	**(783,625)**	**158,908**	**(783,625)**	0
		Est Fund Balance 06/30/26			**2,375,131**	
195	**Summer Lake (LLAD Zone 3-26)**	Available Fund Balance 06/30/25			1,666,208	
		Revenues	**670,076**	**374,479**	**670,076**	0
		Expenditures	**388,468**	**205,850**	**388,468**	0
		Revenues over (under) Expenditures	**281,608**	**168,628**	**281,608**	0
		Est Fund Balance 06/30/26			**1,947,816**	
201	**General Capital Projects**	Available Fund Balance 06/30/25			7,956,999	
		Revenues	**26,703,000**	**7,871,369**	**28,203,000**	1,500,000
		Expenditures	**34,575,373**	**8,143,217**	**36,075,373**	1,500,000
		Revenues over (under) Expenditures	**(7,872,373)**	**(271,849)**	**(7,872,373)**	0
		Est Fund Balance 06/30/26			**84,627**	
202	**Traffic Impact Fee**	Available Fund Balance 06/30/25			11,860,945	
		Revenues	**2,844,500**	**538,057**	**2,844,500**	0
		Expenditures	**11,954,686**	**4,206,705**	**11,954,686**	0
		Revenues over (under) Expenditures	**(9,110,186)**	**(3,668,649)**	**(9,110,186)**	0
		Est Fund Balance 06/30/26			**2,750,759**	
204	**Park Impact Fee**	Available Fund Balance 06/30/25			6,075,793	
		Revenues	**718,610**	**240,919**	**718,610**	0
		Expenditures	**6,389,113**	**695,053**	**6,389,113**	0
		Revenues over (under) Expenditures	**(5,670,503)**	**(454,134)**	**(5,670,503)**	0
		Est Fund Balance 06/30/26			**405,291**	
206	**Public Facilities Impact Fee**	Available Fund Balance 06/30/25			2,301,841	
		Revenues	**769,440**	**354,570**	**769,440**	0
		Expenditures	**1,202,443**	**379,450**	**1,202,443**	0
		Revenues over (under) Expenditures	**(433,003)**	**(24,880)**	**(433,003)**	0
		Est Fund Balance 06/30/26			**1,868,839**	

Fund Summary
Mid-Year Budget Review
Fiscal Year 2025/2026

Fund		Accounts	Current Adjusted Budget	Actual YTD	FYE Projection	Mid-Year Budget Adjustment
220	**Special Community Projects**	Available Fund Balance 06/30/25			3,796,781	
		Revenues	**0**	**20,127**	**100,000**	100,000
		Expenditures	**3,724,901**	**138,914**	**3,874,901**	150,000
		Revenues over (under) Expenditures	**(3,724,901)**	**(118,787)**	**(3,774,901)**	(50,000)
		Est Fund Balance 06/30/26			**21,880**	
221	**2012 Refunding Assessment Bond CIP**	Available Fund Balance 06/30/25			113,294	
		Revenues	**400,000**	**205,665**	**400,000**	0
		Expenditures	**27,472**	**10,658**	**27,472**	0
		Revenues over (under) Expenditures	**372,528**	**195,007**	**372,528**	0
		Est Fund Balance 06/30/26			**485,822**	
222	**2014 Refunding Assessment Bond CIP**	Available Fund Balance 06/30/25			1,276,656	
		Revenues	**200,000**	**113,817**	**200,000**	0
		Expenditures	**1,178,255**	**653,313**	**1,178,255**	0
		Revenues over (under) Expenditures	**(978,255)**	**(539,497)**	**(978,255)**	0
		Est Fund Balance 06/30/26			**298,401**	
231	**Main Street**	Available Fund Balance 06/30/25			374,192	
		Revenues	**0**	**0**	**0**	0
		Expenditures	**370,000**	**247,705**	**370,000**	0
		Revenues over (under) Expenditures	**(370,000)**	**(247,705)**	**(370,000)**	0
		Est Fund Balance 06/30/26			**4,192**	
235	**Street Maintenance Reserve**	Available Fund Balance 06/30/25			7,236,297	
		Revenues	**2,249,728**	**1,124,864**	**2,249,728**	0
		Expenditures	**9,289,143**	**4,822,810**	**9,289,143**	0
		Revenues over (under) Expenditures	**(7,039,415)**	**(3,697,946)**	**(7,039,415)**	0
		Est Fund Balance 06/30/26			**196,882**	
301	**Developer Deposits**	Available Fund Balance 06/30/25			0	
		Revenues	**1,308,029**	**2,571,233**	**1,308,029**	0
		Expenditures	**1,308,029**	**12,931**	**1,308,029**	0
		Revenues over (under) Expenditures	**0**	**2,558,302**	**0**	0
		Est Fund Balance 06/30/26			**0**	
	* Revenues are earned as deposits are spent.					
351	**Debt Service**	Available Fund Balance 06/30/25			69,173	
		Revenues	**675,369**	**339,370**	**675,369**	0
		Expenditures	**681,480**	**2,481**	**681,480**	0
		Revenues over (under) Expenditures	**(6,111)**	**336,889**	**(6,111)**	0
		Est Fund Balance 06/30/26			**63,062**	
403	**Stormwater Citywide (CFD)**	Available Fund Balance 06/30/25			57,675	
		Revenues	**34,930**	**14,393**	**34,930**	0
		Expenditures	**4,669**	**2,166**	**4,669**	0
		Revenues over (under) Expenditures	**30,261**	**12,227**	**30,261**	0
		Est Fund Balance 06/30/26			**87,936**	
404	**Fire Protection (CFD 2018-1)**	Available Fund Balance 06/30/25			0	
		Revenues	**411,695**	**226,439**	**411,695**	0
		Expenditures	**411,695**	**226,439**	**411,695**	0
		Revenues over (under) Expenditures	**0**	**0**	**0**	0
		Est Fund Balance 06/30/26			**0**	

Fund Summary
Mid-Year Budget Review
Fiscal Year 2025/2026

Fund		Accounts	Current Adjusted Budget	Actual YTD	FYE Projection	Mid-Year Budget Adjustment
405	**Emerson Ranch Parks/St. Lighting (CFD 2015-1)**	Available Fund Balance 06/30/25			995,031	
		Revenues	**268,121**	**149,313**	**268,121**	0
		Expenditures	**116,767**	**56,176**	**116,767**	0
		Revenues over (under) Expenditures	**151,354**	**93,137**	**151,354**	0
		Est Fund Balance 06/30/26			**1,146,384**	
406	**Emerson Ranch Neighborhood (CFD 2015-1)**	Available Fund Balance 06/30/25			934,221	
		Revenues	**254,267**	**141,633**	**254,267**	0
		Expenditures	**111,386**	**54,419**	**111,386**	0
		Revenues over (under) Expenditures	**142,881**	**87,214**	**142,881**	0
		Est Fund Balance 06/30/26			**1,077,103**	
407	**Emerson Ranch Storm Water (CFD 2015-1)**	Available Fund Balance 06/30/25			1,120,315	
		Revenues	**387,584**	**214,172**	**387,584**	0
		Expenditures	**320,384**	**123,806**	**320,384**	0
		Revenues over (under) Expenditures	**67,200**	**90,366**	**67,200**	0
		Est Fund Balance 06/30/26			**1,187,515**	
408	**Prescott Landscaping (CFD 2015-2 Zone 1)**	Available Fund Balance 06/30/25			44,021	
		Revenues	**23,796**	**13,289**	**23,796**	0
		Expenditures	**20,977**	**14,948**	**20,977**	0
		Revenues over (under) Expenditures	**2,819**	**(1,659)**	**2,819**	0
		Est Fund Balance 06/30/26			**46,840**	
409	**Prescott Stormwater (CFD 2015-2 Zone 1)**	Available Fund Balance 06/30/25			132,977	
		Revenues	**29,693**	**14,619**	**29,693**	0
		Expenditures	**8,785**	**(9,339)**	**8,785**	0
		Revenues over (under) Expenditures	**20,908**	**23,957**	**20,908**	0
		Est Fund Balance 06/30/26			**153,884**	
410	**Doyle Rd Landscaping (CFD 2015-2 Zone 2)**	Available Fund Balance 06/30/25			1,264	
		Revenues	**1,373**	**762**	**1,373**	0
		Expenditures	**631**	**311**	**631**	0
		Revenues over (under) Expenditures	**742**	**450**	**742**	0
		Est Fund Balance 06/30/26			**2,007**	
411	**Bella Estates Landscaping (CFD 2015-2 Zone 3)**	Available Fund Balance 06/30/25			813	
		Revenues	**1,592**	**880**	**1,592**	0
		Expenditures	**669**	**330**	**669**	0
		Revenues over (under) Expenditures	**923**	**550**	**923**	0
		Est Fund Balance 06/30/26			**1,736**	
412	**Quicksilver Landscaping (CFD 2015-2 Zone 4)**	Available Fund Balance 06/30/25			(519)	
		Revenues	**1,225**	**673**	**1,225**	0
		Expenditures	**495**	**241**	**495**	0
		Revenues over (under) Expenditures	**730**	**433**	**730**	0
		Est Fund Balance 06/30/26			**211**	
413	**7-11/Self Storage Landscaping (CFD 2015-2 Zone 5)**	Available Fund Balance 06/30/25			742	
		Revenues	**1,487**	**822**	**1,487**	0
		Expenditures	**536**	**266**	**536**	0
		Revenues over (under) Expenditures	**951**	**556**	**951**	0
		Est Fund Balance 06/30/26			**1,693**	
414	**Aspen Place Landscaping (CFD 2015-2 Zone 6)**	Available Fund Balance 06/30/25			11,118	
		Revenues	**8,895**	**4,828**	**8,895**	0
		Expenditures	**9,053**	**4,544**	**9,053**	0
		Revenues over (under) Expenditures	**(158)**	**284**	**(158)**	0
		Est Fund Balance 06/30/26			**10,960**	

Fund Summary
Mid-Year Budget Review
Fiscal Year 2025/2026

Fund		Accounts	Current Adjusted Budget	Actual YTD	FYE Projection	Mid-Year Budget Adjustment
415	**Aspen Lane Landscaping (CFD 2015-2 Zone 7)**	Available Fund Balance 06/30/25			45,729	
		Revenues	**14,410**	**8,148**	**14,410**	0
		Expenditures	**10,650**	**7,342**	**10,650**	0
		Revenues over (under) Expenditures	**3,760**	**806**	**3,760**	0
		Est Fund Balance 06/30/26			**49,489**	
416	**Duarte Ranch Landscaping (CFD 2015-2 Zone 8)**	Available Fund Balance 06/30/25			47,726	
		Revenues	**73,367**	**40,451**	**73,367**	0
		Expenditures	**68,969**	**64,416**	**68,969**	0
		Revenues over (under) Expenditures	**4,398**	**(23,965)**	**4,398**	0
		Est Fund Balance 06/30/26			**52,124**	
417	**Duarte Ranch Stormwater (CFD 2015-2 Zone 8)**	Available Fund Balance 06/30/25			102,866	
		Revenues	**25,898**	**14,639**	**25,898**	0
		Expenditures	**21,173**	**1,900**	**21,173**	0
		Revenues over (under) Expenditures	**4,725**	**12,739**	**4,725**	0
		Est Fund Balance 06/30/26			**107,591**	
418	**Nature Properties Landscaping (CFD 2015-2 Zone 10)**	Available Fund Balance 06/30/25			19,964	
		Revenues	**6,224**	**3,378**	**6,224**	0
		Expenditures	**1,047**	**537**	**1,047**	0
		Revenues over (under) Expenditures	**5,177**	**2,841**	**5,177**	0
		Est Fund Balance 06/30/26			**25,141**	
419	**Chevron Laurel/O'Hara Landscaping (CFD 2015-2 Zone 12)**	Available Fund Balance 06/30/25			11,055	
		Revenues	**3,366**	**1,907**	**3,366**	0
		Expenditures	**744**	**377**	**744**	0
		Revenues over (under) Expenditures	**2,622**	**1,530**	**2,622**	0
		Est Fund Balance 06/30/26			**13,677**	
420	**Cypress Grove (CFD #1)**	Available Fund Balance 06/30/25			1,339,593	
		Revenues	**370,876**	**207,846**	**370,876**	0
		Expenditures	**283,369**	**132,995**	**283,369**	0
		Revenues over (under) Expenditures	**87,507**	**74,851**	**87,507**	0
		Est Fund Balance 06/30/26			**1,427,100**	
421	**Gilbert Property Landscaping (CFD 2015-2 Zone 14)**	Available Fund Balance 06/30/25			966,019	
		Revenues	**689,499**	**364,769**	**689,499**	0
		Expenditures	**369,582**	**161,663**	**369,582**	0
		Revenues over (under) Expenditures	**319,917**	**203,106**	**319,917**	0
		Est Fund Balance 06/30/26			**1,285,936**	
422	**Gilbert Property Stormwater (CFD 2015-2 Zone 14)**	Available Fund Balance 06/30/25			426,173	
		Revenues	**384,021**	**202,017**	**384,021**	0
		Expenditures	**302,641**	**(57,544)**	**302,641**	0
		Revenues over (under) Expenditures	**81,381**	**259,560**	**81,381**	0
		Est Fund Balance 06/30/26			**507,553**	
427	**CC Logistics Center (CFD 2020-1)**	Available Fund Balance 06/30/25			89,654	
		Revenues	**43,924**	**24,623**	**43,924**	0
		Expenditures	**29,247**	**16,886**	**29,247**	0
		Revenues over (under) Expenditures	**14,677**	**7,737**	**14,677**	0
		Est Fund Balance 06/30/26			**104,332**	
428	**Regional Parks (CFD)**	Available Fund Balance 06/30/25			2,871,825	
		Revenues	**399,174**	**261,842**	**399,174**	0
		Expenditures	**114,610**	**77,420**	**314,610**	200,000
		Revenues over (under) Expenditures	**284,564**	**184,422**	**84,564**	
		Est Fund Balance 06/30/26			**2,956,389**	

Fund Summary
Mid-Year Budget Review
Fiscal Year 2025/2026

Fund		Accounts	Current Adjusted Budget	Actual YTD	FYE Projection	Mid-Year Budget Adjustment
430	**Vintner view (CFD 2015-2)ZN29**	Available Fund Balance 06/30/25			14,584	
		Revenues	**5,434**	**3,064**	**5,434**	0
		Expenditures	**1,346**	**683**	**1,346**	0
		Revenues over (under) Expenditures	**4,088**	**2,381**	**4,088**	0
		Est Fund Balance 06/30/26			**18,672**	
433	**Reclamation Dirstric 799 (CFD 2022-2)**	Available Fund Balance 06/30/25			0	
		Revenues	**448,336**	**246,575**	**448,336**	0
		Expenditures	**448,336**	**246,575**	**448,336**	0
		Revenues over (under) Expenditures	**0**	**0**	**0**	0
		Est Fund Balance 06/30/26			**0**	
434	**Brownstone (CFD 2015-2) Z31**	Available Fund Balance 06/30/25			21,816	
		Revenues	**11,223**	**3,203**	**11,223**	0
		Expenditures	**684**	**372**	**684**	0
		Revenues over (under) Expenditures	**10,539**	**2,832**	**10,539**	0
		Est Fund Balance 06/30/26			**32,355**	
435	**Honey Creekside (CFD 2015-2) Z32**	Available Fund Balance 06/30/25			11,081	
		Revenues	**11,641**	**3,266**	**11,641**	0
		Expenditures	**711**	**386**	**711**	0
		Revenues over (under) Expenditures	**10,930**	**2,879**	**10,930**	0
		Est Fund Balance 06/30/26			**22,011**	
436	**McDonald's & Quick Quack (CFD 2015-2) Z 33**	Available Fund Balance 06/30/25			3,445	
		Revenues	**3,894**	**2,161**	**3,894**	0
		Expenditures	**540**	**276**	**540**	0
		Revenues over (under) Expenditures	**3,354**	**1,885**	**3,354**	0
		Est Fund Balance 06/30/26			**6,799**	
437	**Machado Lane (CFD 2015-2) Z34**	Available Fund Balance 06/30/25			47,819	
		Revenues	**48,909**	**24,282**	**48,909**	0
		Expenditures	**1,506**	**2,942**	**1,506**	0
		Revenues over (under) Expenditures	**47,403**	**21,340**	**47,403**	0
		Est Fund Balance 06/30/26			**95,222**	
438	**Sellers Avenue (CFD 2015-2) Z35**	Available Fund Balance 06/30/25			3,764	
		Revenues	**6,327**	**1,820**	**6,327**	0
		Expenditures	**587**	**307**	**587**	0
		Revenues over (under) Expenditures	**5,740**	**1,514**	**5,740**	0
		Est Fund Balance 06/30/26			**9,504**	
439	**ROSEWOOD EST(CFD2015-2) Z36**	Available Fund Balance 06/30/25			0	
		Revenues	**29,113**	**16,012**	**29,113**	0
		Expenditures	**945**	**572**	**945**	0
		Revenues over (under) Expenditures	**28,168**	**15,440**	**28,168**	0
		Est Fund Balance 06/30/26			**28,168**	
440	**ROSEWOOD E(CFD2015-2)Z36 STORM**	Available Fund Balance 06/30/25			0	
		Revenues	**17,857**	**9,822**	**17,857**	0
		Expenditures	**307**	**456**	**307**	0
		Revenues over (under) Expenditures	**17,550**	**9,366**	**17,550**	0
		Est Fund Balance 06/30/26			**17,550**	
441	**OKLSHOP LAURL(CFD2015-2)Z37STO**	Available Fund Balance 06/30/25			0	
		Revenues	**13,001**	**7,151**	**13,001**	0
		Expenditures	**671**	**392**	**671**	0
		Revenues over (under) Expenditures	**12,330**	**6,758**	**12,330**	0
		Est Fund Balance 06/30/26			**12,330**	

Fund Summary
Mid-Year Budget Review
Fiscal Year 2025/2026

Fund		Accounts	Current Adjusted Budget	Actual YTD	FYE Projection	Mid-Year Budget Adjustment
442	SUMMERLAKE N(CFD2022-2)LD&NB,S	Available Fund Balance 06/30/25			0	
		Revenues	311,088	171,031	311,088	0
		Expenditures	4,292	50	4,292	0
		Revenues over (under) Expenditures	306,796	170,981	306,796	0
		Est Fund Balance 06/30/26			306,796	
621	2012 Refunding Assessment Bond Debt Service	Available Fund Balance 06/30/25			531,489	
		Revenues	1,197,270	669,468	1,197,270	0
		Expenditures	1,330,484	1,051,307	1,330,484	0
		Revenues over (under) Expenditures	(133,214)	(381,839)	(133,214)	0
		Est Fund Balance 06/30/26			398,274	
622	2014 Refunding Assessment Bond Debt Service	Available Fund Balance 06/30/25			383,247	
		Revenues	758,855	426,982	758,855	0
		Expenditures	853,499	625,730	853,499	0
		Revenues over (under) Expenditures	(94,643)	(198,748)	(94,643)	0
		Est Fund Balance 06/30/26			288,603	
701	Vehicle and Equipment Replacement	Available Fund Balance 06/30/25			1,249,862	
		Revenues	921,583	462,185	921,583	0
		Expenditures	777,894	577,575	777,894	0
		Revenues over (under) Expenditures	143,689	(115,390)	143,689	0
		Est Fund Balance 06/30/26			1,393,551	
702	Capital Facilities Maintenance & Replacement	Available Fund Balance 06/30/25			274,535	
		Revenues	1,000,092	500,397	1,000,092	0
		Expenditures	1,032,730	468,541	1,032,730	0
		Revenues over (under) Expenditures	(32,637)	31,855	(32,637)	0
		Est Fund Balance 06/30/26			241,897	
703	Technology Internal Service Fund	Available Fund Balance 06/30/25			396,565	
		Revenues	976,432	490,846	976,432	0
		Expenditures	996,251	397,464	996,251	0
		Revenues over (under) Expenditures	(19,819)	93,382	(19,819)	0
		Est Fund Balance 06/30/26			376,746	
767	Tax Increment Housing	Available Fund Balance 06/30/25			(813,940) *	
		Revenues	10,000	0	10,000	0
		Expenditures	20,000	0	20,000	0
		Revenues over (under) Expenditures	(10,000)	0	(10,000)	0
		Est Fund Balance 06/30/26			(823,940)	

*Advances from other funds

BUDGET SCHEDULE FY 2026/27

OAKLEY
CALIFORNIA

JANUARY

January 9
Budget Schedule Distribution

Week of January 12
FY 2025/26 Budget Review with Departments

January 20
FY 2026/27 Budget Kickoff with Staff (10am-12pm)

FEBRUARY

February 10
Mid-Year Review With Council

February 26
Personnel, Vehicle & Equipment and High Value Item Forms Due

February 26
CIP Forms Due

MARCH

March 20
Operating Budgets Due in EERP from Departments

Week of March 23
Budget Review Department Meetings with City Manager and Finance

APRIL

April 10
Finalize General Fund Budget

April 23
Budget Retreat with Council and Staff (8am-2pm)

April 29
Accomplishments, Goals, Performance Measures and Depart. Narrative Due

MAY/JUNE

May 7
Final Budget Review City Manager and Finance

June 03
Draft Proposed Budget Document Distribution

June 09
Anticipated Budget Adoption

Budget Retreat:

FY 2026/2027 will continue our budget retreat concept. This retreat will be open to the public but will be held outside of regularly scheduled council meetings. The intent of the retreat will be to allow for a more interactive budget process between the city council and staff. Using the Strategic Plan city council and staff will collaborate and prioritize capital improvement projects. Further information as it relates to the retreat will be available as the date gets closer.

RESOLUTION NO. XX-26

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OAKLEY AUTHORIZING THE CITY MANAGER TO EXECUTE AN AMENDMENT TO THE AGREEMENT WITH TOWNSEND PUBLIC AFFAIRS, INC. FOR ON-CALL GRANT WRITING AND LEGISLATIVE ADVOCACY SERVICES TO INCREASE THE NOT-TO-EXCEED AMOUNT THROUGH THE TERM ENDING JUNE 30, 2026

WHEREAS, the City contracted with Townsend Public Affairs, Inc.("Townsend"), for grant writing, submission, and administration services and legislative advocacy services for a term of September 1, 2024 through June 30, 2026 for a not-to-exceed amount of $117,000; and

WHEREAS, the total not-to-exceed-amount was incorrectly calculated for a term of 18 months ($117,000) instead of the 22 months ($143,000) requiring an additional $26,000 for the remainder of the contracted term; and

WHEREAS, funding was included in the Adopted FY 2025/2026 Budget in the General Fund for the full 22 months of the agreement.

NOW, THEREFORE, BE IT RESOLVED AND ORDERED, that the City Council of the City of Oakley does hereby authorize the City Manager to execute Amendment No. 1 to the Agreement with Townsend Public Affairs, Inc., for on-call grant writing and legislative advocacy services to increase the not-to-exceed amount by $26,000 for a new not-to-exceed amount of $143,000 for the term September 1, 2024 through June 30, 2026.

PASSED AND ADOPTED by the City Council of the City of Oakley this 10th day of February 2026 by the following vote:

AYES:
NOES:
ABSTENTIONS:
ABSENT:

APPROVED:

ATTEST: Hugh Henderson, Mayor

Kim Snodgrass, City Clerk

Date

AMENDMENT NO. 1 TO THE CONSULTING SERVICES AGREEMENT BETWEEN THE CITY OF OAKLEY AND TOWNSEND PUBLIC AFFAIRS, INC. FOR CONSULTANT SERVICES ASSOCIATED WITH GRANT WRITING AND LEGISLATIVE ADVOCACY

THIS AGREEMENT for consulting services is entered into by and between the City of Oakley, a municipal corporation in the State of California (hereinafter referred to as "City") and **Townsend Public Affairs, Inc.** (hereinafter referred to as "Consultant"), collectively sometimes referred to hereinafter as the "Parties", as of **February 11, 2026** (the "Effective Date").

RECITALS

A. On September 1, 2024, City and Consultant executed an Agreement for on-call consulting services related to grant writing and legislative advocacy services (hereinafter referred to as the "Agreement"); and,

B. City and Consultant now desire that the following amendment be made to Section 2, Compensation: increase the not-to-exceed contract amount by **$26,000** from **$117,000 to $143,000** as shown in the attached original Compensation Schedule (Exhibit A); and,

C. Except as provided herein, all other terms and provisions of the Agreement shall remain in full force and effect.

AGREEMENT

IN WITNESS WHEREOF, the City of Oakley, a municipal corporation in the State of California, has authorized the execution of this Amendment in duplicate by its City Manager, Approved to as Form by the City Attorney and attested by its City Clerk as of the **11th day of February 2026**, and the parties have caused this Amendment to be executed in duplicate.

CITY

City of Oakley, a municipal corporation in the State of California

By: _____
Joshua McMurray, City Manager

Attest:

By: _____
Kim Snodgrass, City Clerk

CONSULTANT

Townsend Public Affairs, Inc., a California corporation

By: _____
Christopher Townsend, President

Approved as to Form:

By: _____
Derek P. Cole, City Attorney

EXHIBIT A
COMPENSATION SCHEDULE

DESCRIPTION OF SERVICES	MONTHLY FEE
State Legislative Advocacy and Grant Writing Services	**$6,500****
State Legislative Advocacy	
• Conduct Detailed Orientation	Included
• Develop Legislative Strategy	Included
• Implement the Legislative Strategy	Included
• Build and Strengthen Relevant Relationships	Included
• Leverage Relationships for Strategic Advocacy Plan	Included
• Coordinate Advocacy Trips	Included
• Track Legislation	Included
• Craft Testimony and Position Letters	Included
• Draft Bill Language	Included
• State Budget Funding Opportunities	Included
• Provide Progress Reports	Included
• Prepare and File Lobbying Disclosure Reports	Included
Grant Writing	
• Craft Strategic Funding Plan	Included
• Identify, Research, and Monitor Grant Funding Opportunities	Included
• Grant Application Development and Submittal	Included
• Establishment of Clear Accountabilities	Included
• Provide Overview of Full Applications Requirements	Included
• Assemble Project Background and Details	Included
• Coordinate Technical Project Details	Included
• Draft Written Proposal	Included
• Incorporate Feedback to Finalize Proposal	Included
• Submit Completed Application	Included
• Funding Advocacy	Included
• Post-Grant Submittal Advocacy	Included
• Post-Award Grant Administration and Compliance	Included
• Post-Award Services—Above and Beyond Advocacy	Included
• Comprehensive Follow-Up on Unsuccessful Applications	Included
The monthly fee includes all reasonable business and travel expenses.* *****Contract duration from September 1, 2024 – June 30, 2026.*	

STAFF REPORT

OAKLEY
CALIFORNIA

Approved and Forwarded to the City Council

DATE: February 10, 2026
TO: City Council
FROM: Joshua McMurray, City Manager
SUBJECT: Adopt a Resolution Approving the First Amendment to the Design-Build Agreements with Woodland Construction Builders, Inc for the Design and Construction of the New Oakley Library and Community Center and Authorizing the City Manager to Execute the Amendment

Background and Analysis

Design-Build Agreement

The background for this item is contained in the staff report from September 23, 2025, attached to this report. In that staff report, the project was explained in detail and broken into three phases and it mentioned the need to come back to the City Council two more times to amend the contract for the different phases of the project. For reference, Phase 1 was Validation and intended to develop a concept design, Phase 2 will be detailed design through permitting, and Phase 3 is construction. Phase 1 has wrapped up and the deliverables have been attached to this report. As part of Phase 1, the project team held stakeholder meetings, three separate meetings with the Contra Costa County Library Staff and three meetings with the council sub-committee. The purpose of these meetings was to gain an understanding of the space needs for library programing and to come up with a concept design that in tandem would be used to develop a full design in Phase 2 which then will be used to construct the project in Phase 3. Staff is only requesting an amendment to the agreements to allow Phase 2 to move forward, which will build on the Phase 1 work already completed.

As part of this report, the Oakley Library and Community Center Spatial Program, developed by Siegel and Strain Architects in collaboration with many stakeholders, documents the various activities and needs to be supported by a new Oakley Library & Community Center, and the spaces required to host and operate them. In addition to that document, a concept site plan and elevations have also been attached to this report to give the City Council and the public an idea of where the final design is headed.

The mid-year budget review, which will be heard before this item, asks the City Council to consider an additional $1.5 million dollar allocation to the project. This additional allocation will go towards the Community Center side of the building, which will allow for some additional space to make the center more usable, including space for the new Emergency Operation Center, exteriorly accessed restrooms to replace the restrooms that will be removed next to the amphitheater in addition to some storage area. The allocation will also support the demolition of the existing amphitheater

structure and construction of a new amphitheater structure/band stand area. This new approach came out through the concept design phase of the project and will allow the building to be a focal point of the campus while maintain sight lines of City Hall. It will also allow for additional seating areas and areas for the public to use and enjoy.

Staff is requesting the City Council approve this first amendment to the design-build agreement (through the change order attached) that will allow Staff to continue to work with the project team on the Phase 2 work, which is detailed in the Exhibit B document of the draft resolution.

Consistency with the Oakley Strategic Plan 27+

This item is consistent with the following Goals of the Strategic Plan 27+ as follows:

1. Community and Economic Development Goal. Specifically, under the Strategic and Thoughtful Growth Objective: *Consider relocating the co-hosted City/ High School Library to* a *downtown location that can be* a *unifying location for Seniors, Youth, Veterans, and possible satellite location for County services.*

2. Community and Collaborative Partnerships goal.

Fiscal Impact

The Fiscal Impact for this second phase of the work outlined in Exhibit B is set at a not to exceed cost of $1,250,0000. Funding has been allocated through Capital Improvement Program Project #318.

Staff does note that at the September 23, 2025 City Council meeting, then Mayor Shaw asked if Staff could look for ways to fund Phase 1 with another funding source to ensure we have as much funding available for design and construction. There are a few funding sources that Staff has initially identified but would prefer to wait until the end of this Fiscal Year to bring a recommendation back to the City Council.

Staff Recommendation

Staff recommends the City Council Adopt the Resolution approving the First Amendment to the Design-Build Agreements with Woodland Construction Builders, Inc. and authorizing the City Manager to execute the First Amendment to the Agreements.

Attachments

1. Draft Resolution to Approve the First Amendment to the Design-Build Agreement with Exhibit B
2. City Council Staff Report dated September 23, 2025
3. Oakley Library and Community Center Spatial Program
4. Oakley Library and Community Center Concept Site Plan and Elevations

RESOLUTION NO. XX-26

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OAKLEY APPROVING AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE FIRST AMENDMENT TO THE DESIGN-BUILD AGREEMENT'S WITH WOODLAND CONSTRUCTION BUILDERS, INC. FOR THE DESIGN AND CONSTRUCTION OF THE NEW OAKLEY LIBRARY AND COMMUNITY CENTER PROJECT

BE IT RESOLVED by the City Council of the City of Oakley approves the attached First Amendment (Exhibit B) to the Design-Build Agreements with Woodland Construction Builders, Inc. for the design and construction of the new Oakley Library and Community Center, and authorizes the City Manager to execute the First Amendment to the Agreements on its behalf.

PASSED AND ADOPTED by the City Council of the City of Oakley this 10th day of February 2026 by the following vote.

AYES:
NOES:
ABSTENTION:
ABSENT:

APPROVED:

_____
Hugh Henderson, Mayor

ATTEST:

_____
Kim Snodgrass, City Clerk

_____
Date

Change Order

☐

PROJECT ***(Name and address)*** **:**
City of Oakley
Library & Community Center
Oakley, CA 94561

CHANGE ORDER NUMBER: 001
DATE: 02/03/26

OWNER: ☐
CONTRACTOR: ☐
FIELD: ☐
OTHER: ☐

OWNER: ***(Name and address)*** **:**
City of Oakley
3231 Main Street
Oakley, CA 94561

CONTRACT DATE: 9/23/25
CONTRACT FOR: City of Oakley Library & Community Center

CONTRACTOR ***(Name and address)*** **:**
Woodland Construction Builders Inc.
P.O. Box 289
Salida, CA 95368

THE CONTRACT IS CHANGED AS FOLLOWS:
(Include where applicable, any undisputed amount attributable to previously executed Construction Change Directives)

Project Phase 2 - Detailed design through permitting, per attached Exhibit B - Project Phase 2 Scope of Services.	$1,250,000.00

The original Contract Sum was	$	$251,140.00
The net change by previously authorized Change Orders	$	$0.00
The Contract Sum prior to this Change Order was	$	$251,140.00
The Contract Sum will be increased by this Change Order in the amount of	$	$1,250,000.00
The new Contract Sum including this Change Order will be	$	$1,501,140.00

NOTE: This Change Order does not include changes in the Contract Sum, Contract Time or Guaranteed Maximum Price which have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

NOT VALID UNTIL SIGNED BY THE OWNER AND GENERAL CONTRACTOR.

City of Oakley	Woodland Construction Builders Inc.
OWNER	**CONTRACTOR** ***(Firm Name)***
3231 Main Street Oakley, CA 94567	P.O. Box 289 Salida, CA 95368
ADDRESS	**ADDRESS**
BY ***(Signature)***	**BY** ***(Signature)***
	Curtis Basore
(Typed Name)	***(Typed Name)***
	2/3/2026
DATE	**DATE**

EXHIBIT B

OLCC - Oakley Library and Community Center

Project Phase 2 – Detailed Design Through Permitting

Feb 3, 2026

EXHIBIT B.1 - GENERAL CONTRACTOR SCOPE OF SERVICES

PHASE 1 – VALIDATION (CONCEPT DESIGN)

(Phase 1 complete as of January 2026)

PHASE 2 – DETAILED DESIGN THROUGH PERMITTING

1. Project management support of meetings and design reviews as required
2. Estimating and budgeting services throughout the design cycle
3. Conduct estimating and bidding of the construction phase
4. Assemble detailed Guaranteed Maximum Price (GMP) Schedule of Values for the Construction Phase, and conduct open-book bid review with owner
5. Assemble a proposal for the GMP for the current proposed agreed upon scope
6. Assemble detailed construction schedule for the agreed upon scope of the project
7. Amend the contract to perform phase 3 under a fixed price with stipulated sum contract basis
8. Obtain owner approval to proceed with the construction phase under the agreed upon GMP proposal
9. Conclude plan review process as necessary for issuance of permits and bonds as required for construction. Cost of Permits and Bonds to be included in the Construction Budget within future Phase 3.
10. Facilitate utility application and fees with owner

FEE SUMMARY – PHASE 2

Woodland Construction Fee Summary For Phase 2			
Billed as accrued, on a not to exceed basis			
Task	**Rate**	**QTY**	**Maximum To Not Exceed**
Project Management	$165 per hour	160 hours	No Charge
Estimating	$145 per hour	185 hours	$26,825.00
Office/clerical/Contracts Administration Allowance (Consultants as billed)	$90/hr Office & Clerical	Not To Exceed	$4,500.00
Architectural & Engineering Design Fees (see below breakdown)			$1,053,580.00
General Contractor OHP	6%		$65,095.00
Owner Contingency			$100,000.00
NOT TO EXCEED TOTAL			**$1,250,000.00**

Architectural & Engineering Design Fee Summary for Phase 2 (included in total above)			
Task	**Rate**	**QTY**	**Maximum To Not Exceed**
Architectural fee (Seigel & Strain)			$573,200.00
Civil Engineering consultant			$98,500.00
Landscape Design consultant			$38,500.00
Structural Engineering consultant			$113,800.00
Mechanical Engineering consultant			$57,300.00
Electrical Engineering consultant			$101,300.00
Low Voltage/Acoustic Design consultant			$53,980.00
Project Specifications			$17,000.00
Total			**$1,053,580.00**

EXHIBIT B.2 - ARCHITECTURAL SCOPE OF SERVICES

PHASE 1 – VALIDATION (CONCEPT DESIGN)

(Phase 1 complete as of January 2026)

PHASE 2 – DETAILED DESIGN THROUGH PERMITTING

Task 2 – 30% Design

1. **Subtasks:**
    - Stakeholder Engagement Implementation: Implement the Stakeholder engagement strategy as defined in Phase 1.
        - (3) Community Engagement Meetings
        - Additional informational meetings with groups such as the Veterans and Youth Advisory Group as needed
        - Present Preferred Conceptual Design to the City Council
    - Meet with the City to define Owner's Project Requirements (OPR)
    - Prepare 30% Design Documents, including:
        - Site Plan locating major features
        - Grading Plan
        - Utility Plan
        - Building Plans
        - Furniture Plan
        - (3) 3D renderings
        - Structural framing diagram
        - Systems (MEP) diagrams
        - Regulatory & Code Analysis
        - Specifications Table of Contents
        - Basis of Design Document
            - Project Goals
            - Performance requirements
            - Proposed materials, assembly descriptions
            - Proposed System descriptions
    - Submit 30% Design Documents for review by the City
    - Planning Approvals: Coordinate and submit required documents to secure planning approvals.
2. **Deliverables:**
    - 30% Design Documents
3. **Meeting Summary:**
    - City Council to present the preferred Conceptual Design
    - Owner's Project Requirements (OPR)
    - Conduct collaborative meetings and workshops with the City and Stakeholders.
        - (3) Community Engagement Meetings
    - Ongoing coordination and progress meetings

Task 3 – 75% Design – Permit Set

Advance design to 75% Design level. Fix and describe size and character of the architecture together with structural, mechanical, and electrical.

1. **Tasks:**
    - Meet with the City to review 30% Design and City comments
    - Develop design of building and related site improvements. 75% Design Documents to include:
        - Architectural Plans
        - Furniture Plan
        - Furniture and Shelving specifications, budget, and schedule
        - Regulatory & Code Analysis Plans
        - Site Demolition Plan
        - Grading & Utility Plans
        - Stormwater Management Plan
        - Landscape Site Plans
        - Mechanical Plans
        - Plumbing Plans
        - Lighting Plans
        - Low voltage plans for technology system, security system cabling infrastructure, and fire alarm system components.
        - Specifications
        - Cut sheets for major equipment & fixtures
        - Cost Estimate
        - CalGreen checklist
        - Title 24 Documentation
    - Submit 75% Design documents for review by the City
    - Submit permit documents for review by AHJ
    - Respond to up to 2 rounds of plan check comments
    - Assist Builder in securing necessary permits
2. **Deliverables:**
    - 75% Design Drawings and Specifications (Permit Submittal)
    - Final permit applications and supporting design documents
3. **Meeting Summary:**
    - 30% Design comment review
    - Planning agencies to review comments
    - Pre-permit submittal meetings with Regulatory Agencies (up to 2)
    - Plan Check comment review meeting (up to 2, if needed)
    - Ongoing coordination and progress meetings

Task 4 – 90% Design – Bid Set

Prepare contract documents used to permit and bid.

Drawings prepared in Revit; specifications in MS Word.

1. **Tasks:**
    - Develop site and building design to 90% Design level (Permit Submittal / Bid Set)
        - Meet with the City to review 75% Design documents and City comments
        - Incorporate Permit comments & City comments into Documents
        - Prepare 90% Design Documents, including:
            - Update to 75% Design documents

- Design team to Assist Builder in obtaining a successful bid, including:
  - Manage Design Team through bidding process
  - Attend bid walk, organized by PM
  - Respond to Bidder Requests for Information (RFIs)
  - Issue Addenda

2. **Deliverables:**
   - 90% Design, Drawings and Specifications (Bid Set)
3. **Meeting Summary:**
   - 75% Design Comment Review
   - Bid Walk
   - Meetings with the City to present the GMP proposal
   - Ongoing coordination and progress meetings

Task 5 – 100% Design – Conformed Set

Prepare contract documents used to construct.

1. **Tasks:**
   - Develop site and building design to 100% Design level
     - Incorporate City comments into Documents
     - Incorporate Bid Addenda into Documents
     - Prepare 100% Design documents, including:
       - Update to 90% Design documents
     - Submit 100% Design Documents to the City
2. **Deliverables:**
   - 100% Design Documents, Drawings and Specifications
3. **Meeting Summary:**
   - 90% Design comment review
   - Ongoing coordination and progress meetings

INFORMATION BELOW PRELIMINARY & PROVIDED FOR INFORMATION ONLY

PHASE 3 – CONSTRUCTION

Note, The scope listed below for this phase is preliminary and will be refined as we progress through Phase 2.

Task 6 – Construction

1. **Tasks:**
   - Design Team tasks during construction include:
     - Attend pre-construction Meeting
     - Construction meetings and site observations
     - Review shop drawings and submittals
     - Review change orders
     - Prepare RFI responses
     - Prepare Supplemental Instructions
     - Issue Field Notes

- Attend Punch list walks
- Review and approve punch lists

- Design Team tasks during close-out include:
  - Review contractor provided as-built drawings for all disciplines
  - Prepare As-Built drawings and documentation based on contractor markups
  - Review Operations and Manual submittals for accuracy and completeness

2. **Deliverables:**
   - As-Built drawings
3. **Meeting Summary:**
   - Pre-construction Meeting
   - Construction Meetings

DATE: September 23, 2025

TO: City Council

FROM: Joshua McMurray, City Manager

Approved and Forwarded to the City Council

SUBJECT: Adopt two Resolutions as follows: 1) Adopt a Resolution Approving the Design-Build Agreements with Woodland Construction Builders, Inc for the Design and Construction of the New Oakley Library and Community Center and Authorizing the City Manager to Execute the Agreements; and 2) Adopt a Resolution to Establish a Library and Community Center Project Specific Sub-Committee for the Design-Build Phase of the Project

Background and Analysis

Design-Build Agreement

The City has been working towards delivering a new Library and Community Center to the community for over two decades. The current 3,000 sq. ft library is housed within the Freedom High School library on campus, and as the community has grown over the years, the temporary library homes is no longer adequate to serve almost 50,000 Oakley residents. Over the past three plus years, the City worked with the County to deed to the City half of the O'Hara block bound by O'Hara Avenue to the west, Acme Street to the north, 2nd Street to the east and Ruby Street to the south. The City has hired multiple consultants to site plan, explore feasibility of both a library and community center as well as potential housing on the O'Hara block, assist with Request for Proposal (RFP) documents and assist with the interview and selection of a Design-Build team. In addition to that work, Staff would like to acknowledge the tremendous effort made by the Friends of the Oakley Library group with their fundraising campaign that started in 2024 and has continued into 2025. They have raised approximately $1 million dollars which will be added to the $10.5 million dollars that was allocated to Capital Improvement Program Project #318 as part of the FY24/25 budget. That means that although the desire of the City Council was to see an approximately 28,000 square foot facility, we will more than likely get a facility that is approximately 11,500 square feet but will be designed in a way that it can be added onto in future phasing as funding becomes available.

When we last discussed concepts with the City Council in November 2023, we intended to pursue a Public Private Partnership (P3) model, which in this case would allow a developer to provide the City a public facility as part of a private development project. The private development project centered around housing on the O'Hara block with the new library and community center on the Civic Center campus. Although our initial analysis was promising, as the City went through the RFP process, it became evident there was no interest from potential proposers in combining the two aspects of project. For background, the City split the RFP process into two phases, with assistance from Baker

Tilly; the first satisfied the Surplus Land Act requirements and we did not receive any proposals in response to that request. The second release of the RFP, which is attached to this report , was released on May 28th with formal responses due on July 2nd. We held a mandatory pre-proposal meeting on June 11th, where approximately 50 people representing architecture and construction firms attended. We received two proposals, one from a team of Pankow Builders and Knoll & Tam Architects and one from Woodland Construction Builders, Inc. and Siegle & Strain Architects. The two proposals did not include a P3 delivery model, did not include any proposal for housing on the O'Hara block and solely focused on the development of a new Library and Community Center on the Civic Center campus. Staff proceeded with the review of the RFPs and that review included the City Manager, Assistant City Manager, Public Works Director, Community Development Director and members from Baker Tilly. After the RFPs were reviewed, we held in-person interviews of both teams on July 30th. After the interviews, Staff and Baker Tilly convened to discuss and ultimately the team of Woodland Construction Builders, Inc. and Siegle & Strain Architects were chosen. They were chosen for two main reasons, the first being the size of the both firms being on the smaller side, which aligns well with our Team and structure along with the thought that we will get the most for our money utilizing smaller firms, and the second being the fact that this same team designed and constructed our Recreation Center, which came in on time and budget.

Since the Design-Build team has been selected, City Staff has been working with Woodland Construction Builders, Inc. on a formal agreement so that we can move forward with Phase 1 of the project. It should be noted that the project will be split into three distinct phases as follows: Phase 1 is Validation and will develop a concept design, Phase 2 is detailed design through permitting, and Phase 3 is construction. The attached standard agreement provides the broad outline of the terms and conditions of the design-build of the project. The Agreement does not yet include the full detailed schedule of the Guaranteed Maximum Price (GMP) which will come as the design further comes along and will be brought back to the Council for consideration at the appropriate time. Each phase after Phase 1 will require a contract amendment, which will need approval by the City Council. For Phase 1, the agreement includes all preliminary work and design services with a full description found in Exhibit A.1 of Form 544.

City Council Sub-committee

Similar to prior project specific sub-committee assignments, Staff is requesting the City Council establish a project specific sub-committee that will focus on this next phase of work with the Design-Build team. This would involve aspects of the public outreach component as well as initial concept design of the new facility. The sub-committee would help update the Council periodically at a regularly scheduled City Council meeting. Contrary to local standing committees, project specific subcommittees are not subject to the Brown Act because they are of limited duration, have a very specific scope and meet infrequently.

Consistency with the Oakley Strategic Plan 27+

This item is consistent with the following Goals of the Strategic Plan 27+ as follows:

1. Community and Economic Development Goal. Specifically, under the Strategic and Thoughtful Growth Objective: *Consider relocating the co-hosted City/ High School Library to* a *downtown location that can be* a *unifying location for Seniors, Youth, Veterans, and possible satellite location for County services.*

2. Community and Collaborative Partnerships goal.

Fiscal Impact

The Fiscal Impact for this item has been broken out as follows:

1. This initial phase of the work outlined in Exhibit A.1 is to not exceed $251,140. Funding has been allocated through Capital Improvement Program Project #318.

2. There is no fiscal impact associated with establishing a project specific City Council Sub-Committee for the Design-Build phase of the project.

Staff Recommendation

Staff recommends the City Council take the following two actions:

1. Adopt the Resolution approving the Design-Build Agreement with Woodland Construction Builders, Inc. and authorizing the City Manager to execute the Agreement.

2. Approve the Resolution establishing the Library and Community Center Project Specific Sub-Committee for the Design-Build phase of the project and appoint no more than two Councilmembers to the sub-committee.

Attachments

1. RFP dated May 28th, 2025
2. Woodland Construction Builders, Inc and Siegal & Strain Architects RFP Response dated July 2, 2025
3. Draft Resolution to Approve the Design-Build Agreement
4. Design Build Agreement (Contract Form 544 with Exhibit A.1 and Contract Form 535)
5. Draft Resolution to Approve the Library and Community Center Project Specific Sub-Committee for the Design-Build phase of the project

DRAFT

Oakley Library & Community Center

Spatial Program Document
December 19, 2025

OAKLEY

CONTRA COSTA COUNTY LIBRARY
Bringing People and Ideas Together
ccclib.org

SIEGEL & STRAIN Architects

woodland CONSTRUCTION BUILDERS INC.

KP a + d

mjgómez associates

Prepared for the City of Oakley in collaboration with

City of Oakley Project Leadership Team
- City Manager – Joshua McMurray
- Assistant City Manager – Danielle Navarro
- Public Works Director – Kevin Rohani

City of Oakley Council Subcommittee
- Mayor - Hugh Henderson
- Councilmember - Shannon Shaw

City of Oakley Recreation
- Recreation Manager - Troy Faulk

County Supervisor Burgis

District Representative for Supervisor Burgis - Claire Alaura

Contra Costa County Library (CCCL)
- County Librarian - Alison McKee
- Deputy County Librarian - Amy Brunson
- Library Services Manager - Gia Paolini
- Oakley Library Manager - Lisa Cano-Loomis
- Deputy County Librarian for Technical Services - Yemila Alvarez
- Library IT - Ron Cruz
- Collection Development Manager - Kara Sheetz
- Collection Development Specialist - Jenna Skinner
- Commission Member - Kevin Armonio

Oakley Library Staff
- Youth Services Librarian - Lucia Flores
- Adult / Teen Services Librarian - Riley Winograd
- Library Assistant - Gianna Baldazo
- Senior Clerk - Stacey Lawson
- Senior Clerk - Lorie Butler
- Library Aide - Martha Morado

Friends of Oakley Library
- Treasurer - Liz Fuller
- Book Sale Chair - Joy Kick
- Fundraising Chair - Kerry Harvey

Teen Library Patron - Nala Guerrero

Design Team
- Architect
  - Siegel & Strain Architects
    - Principal in Charge - Susi Marzuola
    - Project Manager - Michael Hayden
    - Project Architect - Jason Barish
    - Project Designer - Niles Wertz
- Interiors Architecture
  - Karin Payson - architecture + design (KPad)
    - Principal in Charge - Karin Payson
    - Project Manager - Joanne Ha
    - Project Designer - Julio Arias
- Library Programming
  - MJ Gómez Associates - Martín Gómez

Oakley Library & Community Center

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1
Introduction



Introduction

A new library and community center project has been an aspiration of the City of Oakley's for many years. Under the guidance of the Oakley City Manager and Council, and with enthusiastic support from the Contra Costa County Supervisor, Contra Costa County Library, Friends of Oakley Library, and numerous local partners, Oakley is set on a path of realizing that dream.

As an initial step, the project's planning and design team collaborated with City and County representatives to develop a SPATIAL PROGRAM that documents the various activities and needs to be supported by a new Oakley Library & Community Center, and the spaces required to host and operate them.

We are immensely thankful to the City, County, Library, and Friends of the Oakley Library representatives who provided their insight and vision for the new library and community center. Their initial process included input from on shared community values, desired attributes for the facility, imagined experiences, and future expansion as well as analyses of the project's context to inform the qualitative and functional requirements of the new library and community center. The result is a document that goes beyond a list of spatial requirements by elaborating on how this facility might serve the Oakley community as a place in downtown where residents may meet, gather, collaborate, learn, enjoy, play, and exchange ideas.

The completion of this planning document marks the start of the project design effort. The contents of this document may be modified to reflect a deeper understanding of how this facility can best serve the current and future residents of Oakley as collaboration with project leadership continues, input from the community is received, the design effort proceeds, and thinking evolves.

Background

Contra Costa County Library (CCCL) is one of 58 county library systems in California. Founded in 1913, the Library is responsible for the administration of 26 libraries serving over 1.1 million County residents. All 26 libraries are managed by the CCCL either as city-owned or county-owned facilities or special libraries contractually operated by the CCCL. The Oakley Library is one of 16 city-owned libraries.

The City of Oakley is one of the fastest growing communities in California. The current Oakley Library is located on the campus of Freedom High School and public access to the library is a challenge because of its location and the limitations presented by sharing space with the high school.

After study of various options, the City agreed on a downtown site in Oakley's Civic Center for its new library and community facility. Adding library services and a venue for community engagement at this central location promises an enriched experience of Oakley's downtown and Civic Center Park.

The City of Oakley has provided public funding to build a new library and community center to replace the current library. As of the writing of this document, the project budget for the Oakley Library and Community Center project is $11.5 million, including construction and soft costs (such as planning, design and permitting fees, and the cost of furniture, shelving, and equipment). The planning and design phase of the project will extend into 2026, and construction of the new facility is expected to be completed in 2027.

Vision

The mission of the Contra Costa County Library system is "bringing people and ideas together." The County Library's vision is to be "the pulse of our community. Working together, we spark imagination, fuel potential, and connect people with ideas and each other." Using this framework, the Planning/Design Team asked stakeholders—including elected and appointed officials, Oakley and Contra Costa County Library staff, and representatives from the Friends of the Oakley Library—about their vision for the new Oakley Library. Here is the result:

The Oakley Library & Community Center should be a welcoming, vibrant heart of the community where residents of all ages and backgrounds—from early learners to seniors, from job seekers to entrepreneurs, from service organizations to individuals seeking connection—come together to learn, connect, and grow beyond their homes, schools, and workplaces.

As the centerpiece of the Civic Center Plaza, this facility will embody Oakley's small-town character while providing amenities that reflect the community's values of collaboration, lifelong learning, and smart development. The Library & Community Center should serve as both a destination and a natural stop along the way through downtown, fostering local networking, supporting personalized learning, and providing access to community and knowledge.

With abundant daylight and indoor-outdoor connections, the facility will bring the natural beauty of the Delta region and adjacent Civic Center park into the experience. As a gathering place, the new Oakley Library & Community Center will invite residents to connect to their community, and where Oakley's promise as a young and growing city is felt and realized every day.

Goals

Create a Flexible, Multi-functional Community Hub
Design adaptable spaces that reconfigure for diverse library and City services programs and events. Provide meeting spaces from small study rooms to flexible multipurpose rooms. Include office space for elected officials and constituent meetings. Plan Phase 1 to feel complete while enabling future expansion.

Foster Community Connection and Collaboration
Activate the Civic Center Plaza and downtown by providing gathering spaces for service clubs, nonprofits, and community organizations. Create strong indoor-outdoor connections reflecting the Delta region to anchor the facility to this particular place in the Bay Area. Design a welcoming entrance with optimal safety and security, and maximize visibility with natural light and clear sightlines.

Support Lifelong Learning and Digital Literacy
Serve all ages with children's, teen, and adult spaces. Provide robust technology infrastructure to support library patrons, remote workers, students, homeschoolers, local organizations, and small businesses. Offer spaces for tutoring, literacy programs, and digital learning.

Serve Oakley's Diverse and Growing Population
Design culturally responsive spaces welcoming all, including Spanish-speaking and bilingual communities. Include family-friendly amenities: family restrooms, stroller parking, and child-appropriate furniture. Apply universal design principles throughout.

Support Staff for Operational Excellence
Provide adequate library staff and volunteer workspaces with efficient office, processing, circulation and support spaces. Implement a single-service desk maintaining patron support and privacy while maintaining library oversight.

Celebrate Local Identity and Create Civic Pride
Design a landmark facility that residents proudly share with visitors. Incorporate design elements reflecting Oakley's character and the Delta region. Include community information displays and integrated donor recognition opportunities.

Integrate Sustainable, Cost-effective Design
Maximize quality and functionality within budget constraints. Select durable, low-maintenance materials for heavy public use. Coordinate efficient building systems with City standards. Plan for long-term operational efficiency and future costs.

Timeline

Project Awarded to Siegel & Strain / Woodland - September 23, 2025

City of Oakley, CCCL, Planning / Design Team Kick-off Meeting - September 25, 2025

- Presentation of project overview
- Confirmation of project scope
- Establish upcoming work sessions

Work Session 1 - October 21, 2025

- Presentation of stakeholder aspirations & vision
- Confirmation of various space types & functions
- Review of design & functionality of the library & community center
- Affirmation of project vision & goals

Work Session 2 - November 13, 2025

- Presentation of proposed area types, space allocations, & adjacencies
- Confirmation of reductions in shelving, area requirements for the teen space, & reassignment of area to the children's space
- Confirmation of number of, & seating requirements for library study rooms
- Discussion on furnishing, equipment, & shelving requirements in library areas
- Review of community center spaces & responsibilities

Work Session 3 - December 2, 2025

- Presentation of the draft Spatial Program Document

Completion of the Spatial Program Document

Methodology

The Siegel & Strain Planning/Design Team reviewed internal Contra Costa County Library (CCCL) policy documents and reports, including the Contra Costa County Library's 2024 Strategic Plan Update, Design Standards for the Contra Costa County Library (2024), and the Library's August 2025 Collection Development Plan, and CCCL's recently completed community-based surveys which provide valuable information about county-wide library goals and service plans for each library, including Oakley.

The Planning/Design Team also conducted over a dozen one-on-one conversations with Oakley leaders including Mayor Shannon Shaw, County Supervisor Diane Burgis, District 3 representative Claire Alauna, Library Commissioner Kevin Armonio, and members of the CCCL leadership team. We also conducted two in-depth focus groups—one with Oakley Library staff and another with representatives from the Friends of the Oakley Public Library.

We held three work sessions with City of Oakley leadership and the Contra Costa County Library staff to review the feedback received. Attendees included City Manager Joshua McMurray, Assistant City Manager Danielle Navarro, Public Works Director Kevin Rohani, and members of the Contra Costa County Library team: Alison McKee (County Librarian), Amy Brunson (Assistant County Librarian), Yemila Alvarez (Deputy Library Director), Gia Paolini (County Library Manager for the East Region), Lisa Cano-Loomis (Oakley Branch Manager), Collection Manager Kara Sheetz, and IT Manager Ron Cruz.

These information gathering effort provided insight into Oakley's growing community needs and valuable suggestions about how the new library and community center will enhance life in Oakley. This document describes how spaces will serve and meet the needs of Oakley residents, and will continue to evolve in continued collaboration with City and Library leadership during the project design effort.

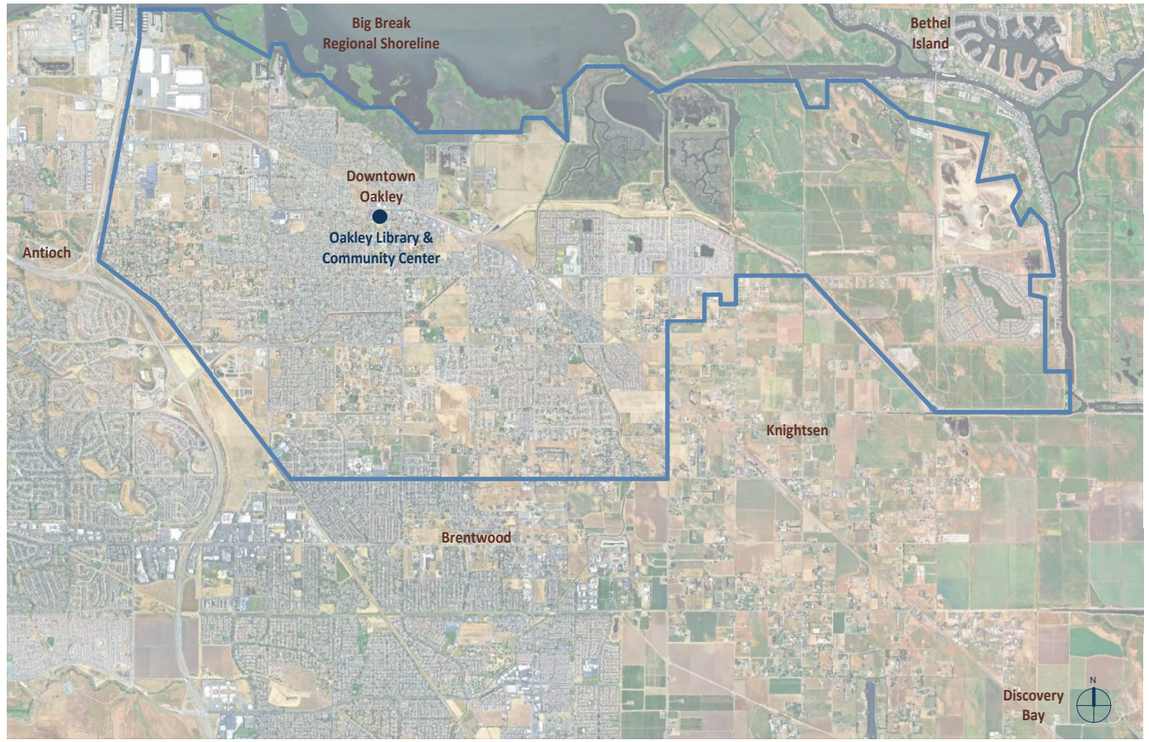


Contra Costa County Library Branches



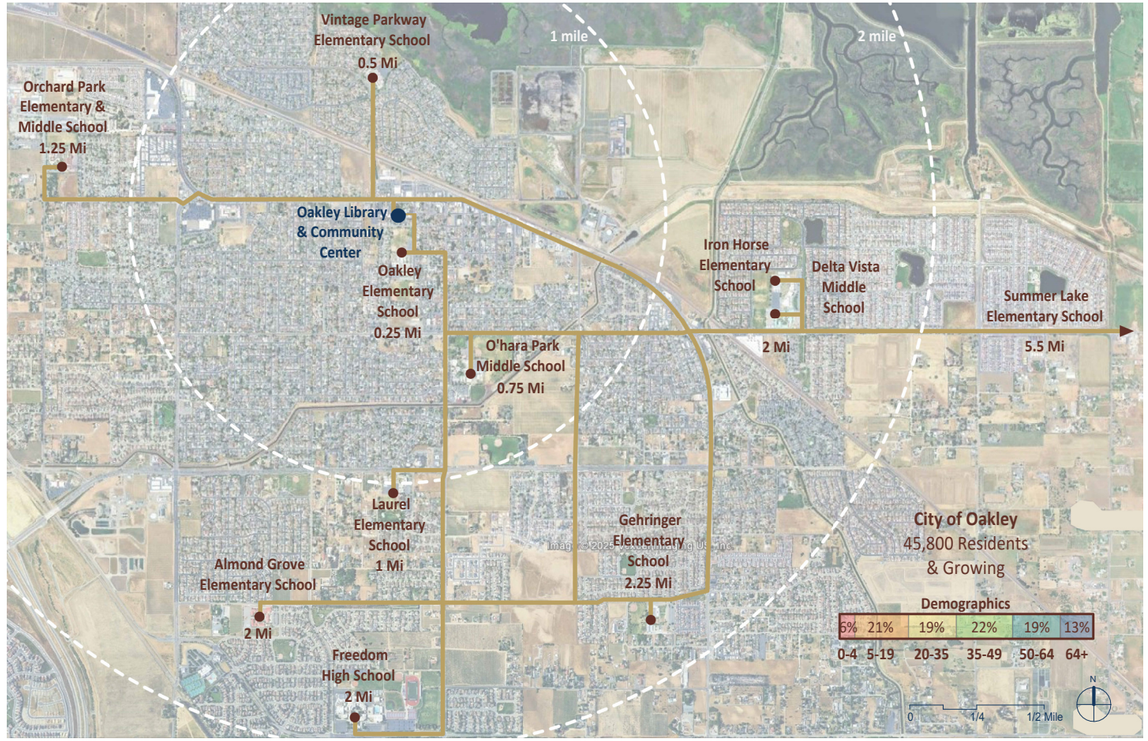
The site of the new Oakley Library and Community Center is in eastern Contra Costa County and on the edge of the county's library network. Once completed, the new facility will provide library, county, and city services to a rapidly growing Oakley community of 48,500 residents and an increasing population living beyond the city limits.

City of Oakley



The City of Oakley sits along the Big Break Regional Shoreline, and is positioned between Antioch to the west, Brentwood, Knightsen and Discovery Bay to the south, and Bethel Island to the north.

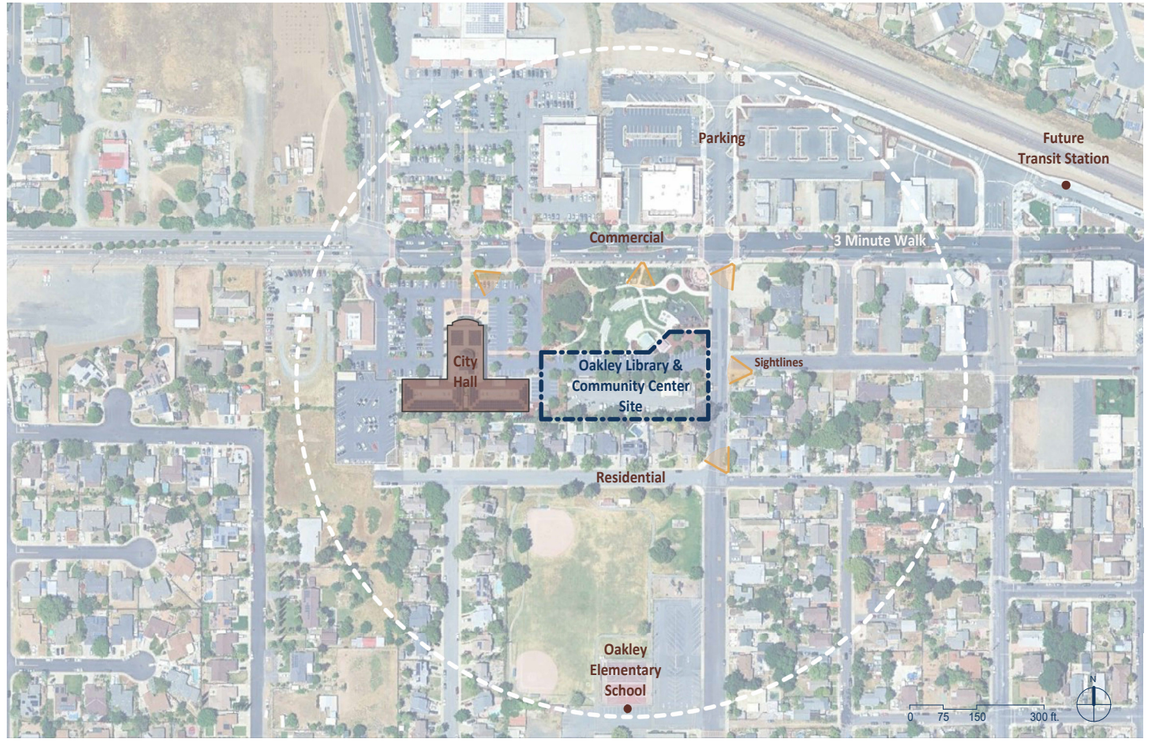
Oakley Population & Schools



The City of Oakley's age demographics reveal a notably young population. Approximately 20% of residents are under 19 years of age, and 40% are under 35. The remaining population is distributed relatively evenly across three age groups: 35 to 50 years, 50 to 65 years, and residents over 65 years. The new Oakley Library and Community Center will be designed to serve all age groups.

Oakley is also home to numerous public schools, including eight elementary schools, three middle schools, and one high school. The City, Library, and local school districts will partner on programs designed to encourage school-aged use of the library, including potential transportation initiatives to improve access.

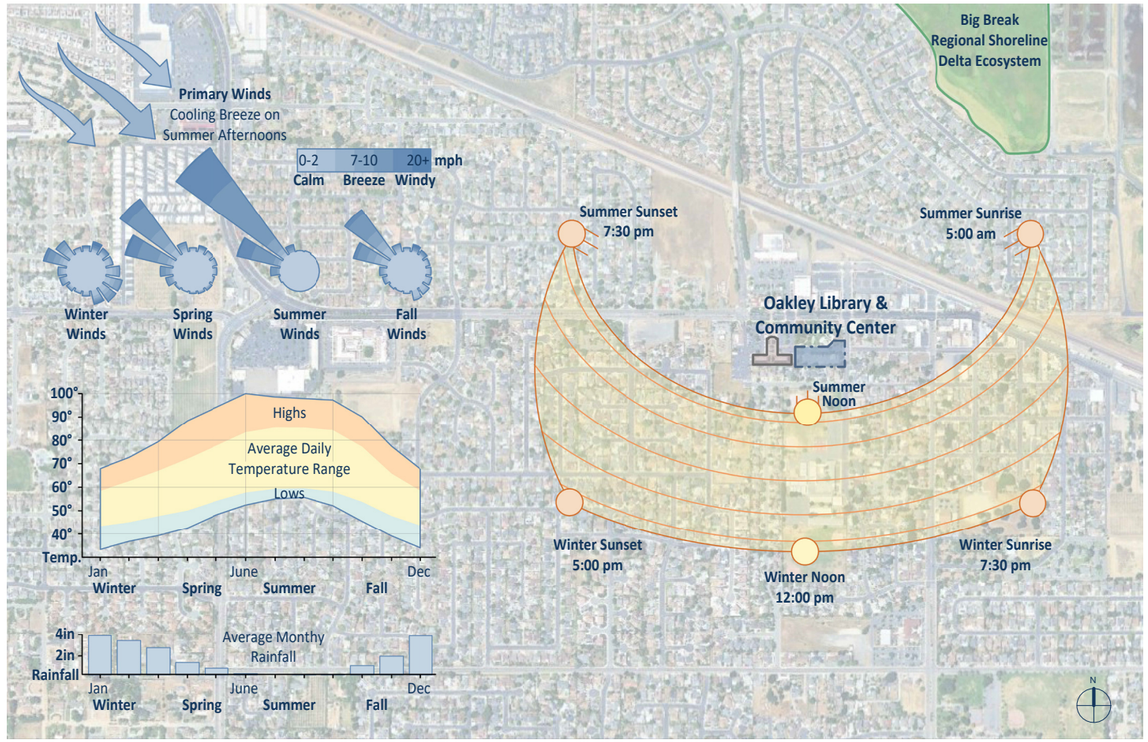
Oakley Library & Community Center Site Description



The site for the new Oakley Library and Community Center is ideally located in downtown Oakley on a 38,000 square foot parcel east of City Hall and south of Civic Center Park. This downtown location places the facility within walking distance of City Hall, Oakley's Main Street commercial district, public parking lots northeast of the site, and nearby residences. The site is well-served by public transit, with Main Street bus routes and nearby stops providing access, and a future train platform planned for the area.

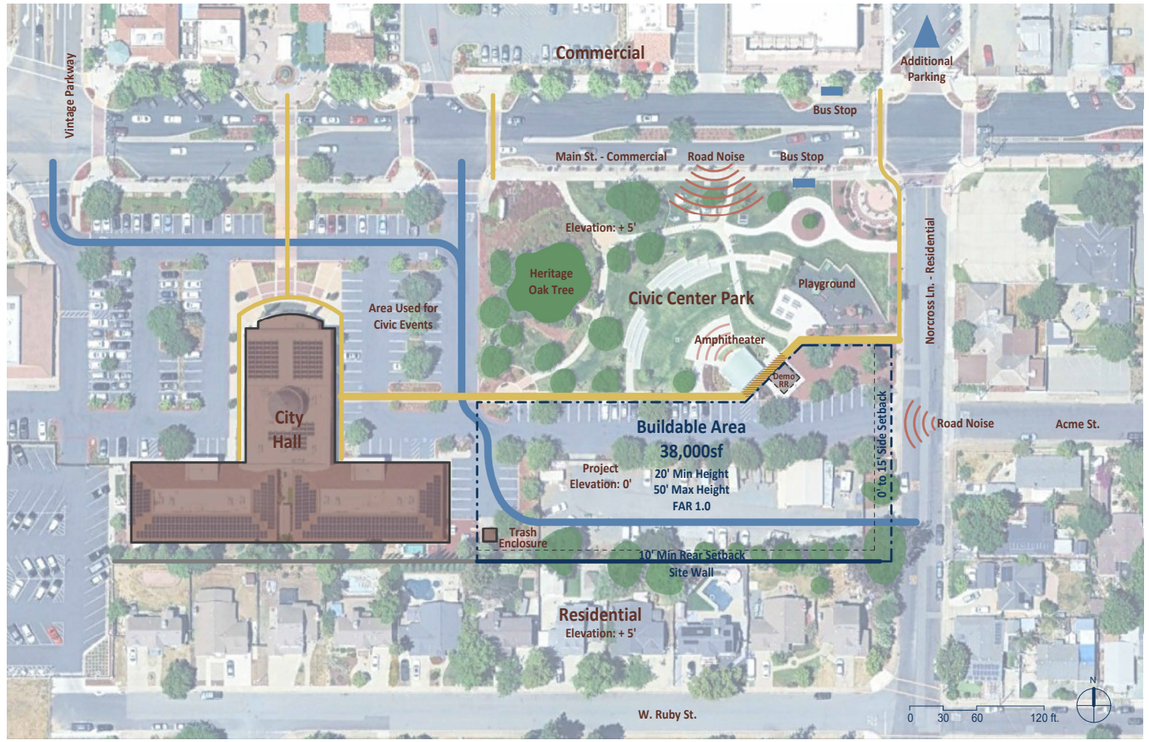
The new library and community center will be highly visible from multiple approaches including Main Street, City Hall, Civic Center Park, Norcross Lane, and Acme Street. As an integral part of Oakley's civic plaza, the facility will enhance the downtown experience and complement the surrounding Civic Center Park with its playground, amphitheater, and native garden surrounding a heritage oak.

Site Environmental Factors



The site has great northern and eastern exposures, which is ideal for daylighting. The regional climate, however, presents specific design considerations, particularly for solar exposure and wind management. Average daily high temperatures during summer months reach into the upper 90°s, with occasional peaks of 100°F in July. While summer afternoon breezes provide natural cooling, the predominant wind originates from the northwest and is especially strong during spring and summer months. The design will incorporate building orientation, shade, and wind protection strategies to insure user comfort during all seasons, particularly during extreme conditions.

Site Considerations



Pedestrian Access Vehicular Access

The site comes with a few conditions:

Height, Setbacks & FAR
Building height is regulated with a minimum of 20 feet and a maximum of 50 feet. Setback requirements include a 10-foot minimum at the rear and side setbacks ranging from 0 to 15 feet. The FAR (or floor area ratio) for the site is 1.0.
[Source: *Oakley Downtown Specific Plan, adopted March 2010*]

Parking
Any parking spaces removed during construction must be relocated within the improvement area to maintain the existing parking count.
[Source: *Reciprocal Access Easement, Utility Easement, and Parking Agreement, dated 11/16/2016*]

Through Vehicular Access
Per an established agreement, the design must maintain vehicular access through the site from Main Street to Norcross Lane.
[Source: *Reciprocal Access Easement, Utility Easement, and Parking Agreement, dated 11/16/2016*]

Environmental Noise
The site is relatively quiet, with the limited environmental noise being generated by vehicular traffic along Norcross Lane.

Existing park restrooms
The City confirmed it will remove the existing freestanding restrooms which currently serve the Park. These are to be replaced in the new building and have direct external access.

2
Spatial Program



Introduction

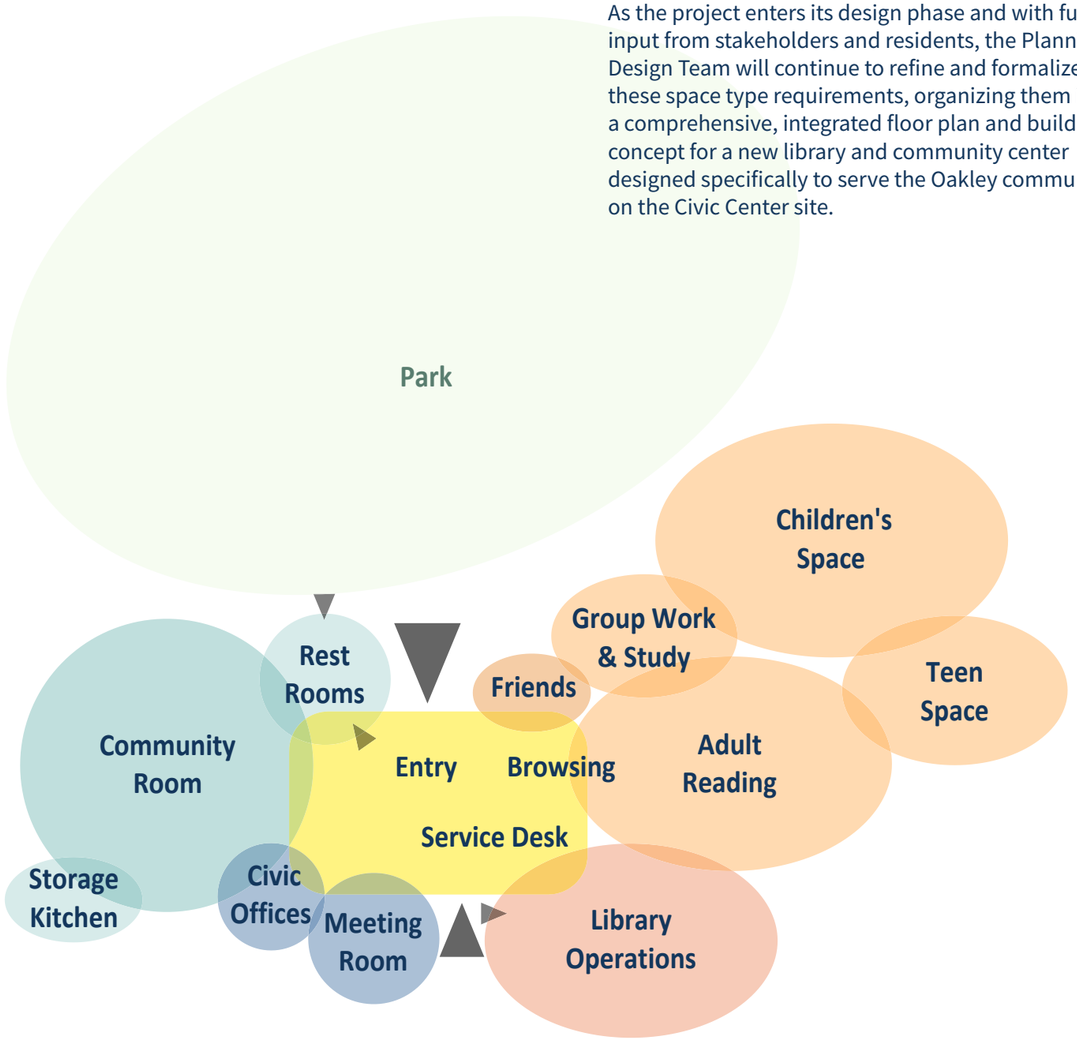
This section of the Spatial Program Document communicates the desired space types and characteristics for the Oakley Library and Community Center. County and Library representatives, along with other interviewed stakeholders, identified these spaces as essential to the new facility.

The goal of this portion of the document is to provide a programmatic foundation for designing a library and community center that is activity-based, is functionally easy to navigate, and integrates well with its setting.

The section features a collection of space types, including for each:

- a narrative description
- a plan diagram
- a list of activities
- spatial characteristics
- attributes, including collections and shelving requirements for the library spaces
- furnishing possibilities
- precedent images

As the project enters its design phase and with further input from stakeholders and residents, the Planning/ Design Team will continue to refine and formalize these space type requirements, organizing them into a comprehensive, integrated floor plan and building concept for a new library and community center designed specifically to serve the Oakley community on the Civic Center site.



Program Adjacency Diagram

Spatial Program Table

Building Spaces			Collections			
ID	Description	Area (gross sf)	Collection	Linear Feet	Volumes / Linear Foot	Volumes
Library Public Spaces		**4,700**				
A1	Entry & Public Service Desk	1,000				
A2	Adult Reading Area	1,200	Adult	996	10	9,960
A3	Teen Space	600	Teen	363	11	3,993
A4	Children's Space	1,500	Children &	880	18.67	16,430
A5	Group Study Room / Meeting Room	200	Tween			
A6	Individual Study Room x2	200				
Library Operations & Staff Spaces		**1,915**				
B1	Book Processing & Shipping / Receiving Room	375				
B2	Staff Workroom	600				
B3	Library Manager Office	120				
B4	Staff Lounge	250				
B5	Storage	150				
B6	Staff Restroom	50				
B7	Staff Wellness / Lactation Room	80				
B8	Friends of the Library	220				
B9	Supplies	50				
B10	Library Server / IT	20				
Shared Spaces		**2,570**				
C1	Community Room	1,500				
C2	Storage for Community Room	300				
C3	Interior Restrooms	450				
C4	Janitorial Closet	20				
C5	Mechancial / Electrical	300				
City Spaces		**810**				
D1	Meeting Room	390				
D2	Office x2 (dedicated to council & officials)	200				
D3	Kitchenette	200				
D4	City Server / IT	20				
	Grossing Factor (walls, circulation) 15%	1,505				
Building Total		**11,500**			**Total Volumes**	**30,383**

Desirable Additional Building Spaces		
Shared Spaces		**760**
C1b	Community Room (increase in size of C1)	600
C6	Family Restroom	50
C7	Exterior Restrooms	110
City Spaces		**130**
D5	Exterior Accessed City Storage	80
D6	EOC Restroom	50
	Grossing Factor (walls, circulation) 15%	110
Subtotal		**1,000**

Spatial Program Diagram

Library Public Spaces
4,700sf

- **Entry & Public Service Desk** 1,000sf
- **Adult Reading Area** 1,200sf
- **Teen Space** 600sf
- **Children's Space** 1,500sf
- **Group Study / Meeting Room** 200sf
- **Individual Study** 100sf
- **Individual Study** 100sf

Library Operations
1,915sf

- **Staff Workroom** 600sf
- **Manager Office** 120sf
- **Processing & Shipping / Receiving** 375sf
- **Staff Lounge** 250sf
- 80sf **Staff Wellness / Lactation Room**
- 50sf **Staff Restroom**
- **Storage** 150sf
- 50sf **Supplies**
- 20sf **Server / IT**
- **Friends of the Library** 220sf

Shared Spaces
2,570sf

- **Community Room** 1,500sf
- **Storage** 300sf
- **Interior Restrooms** 450sf
- **Mechanical Room** 300sf
- 20sf **Janitorial**

City Spaces
810sf

- **Meeting Room** 390sf
- **Office** 100sf
- **Office** 100sf
- Dedicated to Council & Officials
- **Kitchenette** 200sf
- 20sf **Server / IT**

Desirable Additional Building Spaces
(not included in area totals)

- **Community Room** (increase in size) 600sf
- 50sf **Family Restroom**
- 110sf **Exterior Restroom**
- 80sf **Exterior Accessed City Storage**
- 50sf **EOC Restroom**

0 8 16 32ft

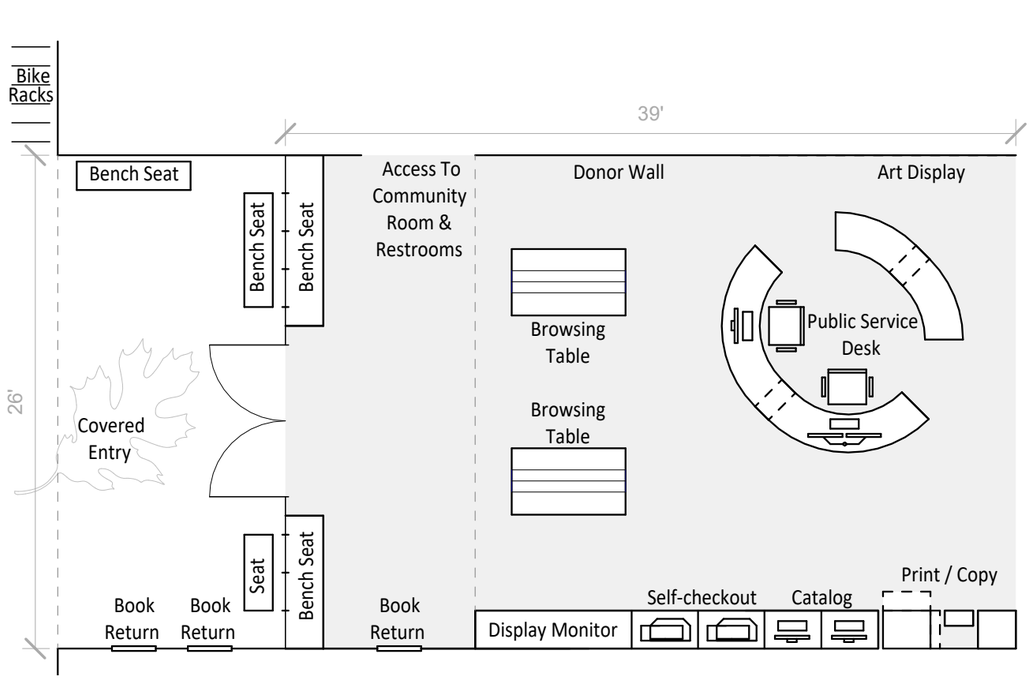
A1: Entry

Description

The entry serves as the first point of entry and will be used by everyone who visits the library or the community center. The entry is conceived as a welcoming space that evokes a “front porch” character inside and out and provides access to the library and the community center. The entry will be accessible when either the library or community center is open or closed. When events are held in the community center and the library is closed, access to the library will be prevented by a physical barrier such as a gate or glass door. Access to public restrooms will be available when either the library or community center is open. Public restrooms will be closed when neither space is open.

The space is relatively unprogrammed and should be large enough to accommodate entry space for individuals, small groups, young children and caregivers with strollers. The entry will provide an attractive, well-kept means to share information about library events and city-sponsored activities being held in the community center. Information may be displayed on community bulletin boards, brochure racks, posters and flyers, and/or electronic wall-mounted monitors. The entry will also provide a space for art displays by local artists and a donor wall or placard.

The entry will accommodate two library book self-checkout machines - one of which is ADA compliant - a computer to search the library catalog, and a display area for the promotion of items in the collection such as new acquisitions and/or items for sale by the Friends of the Library. The entry will also include short-term, bench style seating.



Entry & Public Service Desk

1,000sf

Activities

- Welcome!
- Way-finding
- Greeting & group arrival
- Guide visitors
- Materials circulation - check out & drop off
- Browsing highlighted collections
- Group arrival & meeting

Characteristics

- Welcoming
- Active
- Clear access
- Visibility inside & outside
- Safe & secure

Attributes

- Signage
- Wind & rain protected entry
- (3) Book return
- (2) Self check out kiosk
- (2) Catalog station
- Public printing / copy station
  - Printer/copier with pay computer
  - Lockable storage, supplies
- Donor wall
- Art & club creations display
- Large screen monitor
- Roll down gate at library entry
- Security cameras
- Proposed furnishings
  - Browsing tables
  - Bench seating



Sunnydale Community Center - LMS Architects



Pleasant Hill Library - BCJ



Bayview Library - Hacker Architects, KPad



Brisbane Library - Siegel & Strain Architects, KPad

A1: Public Service Desk

Description

The library public service desk will serve as a highly visible primary point of contact for conducting library transactions with the public. The public service desk service will serve multiple purposes but will serve primarily as an entry to the library and be the service point for transactions such as library registration, borrowing and return of library materials, directional questions, and provide support for information about library collections, programs, and services. Library staff working at the public service desk will be expected to provide visitor information regarding events occurring in the community service center.

The public service desk will be large enough to accommodate two staff members and offer 360-degree visibility and include sight views of the building entrance, the library, and the community service center. The customer service desk will be located near library self-checkout machines located in the entry, interior book return locations, and computer-based catalogs. The service desk will provide a degree of privacy for staff to handle transactions with the public. The customer service desk should include minimal storage space for supplies, space for two computer workstations (with connectivity to security cameras), telephones, and a cash register.

Publicly-accessible devices such as a *Laptopsanytime* Kiosk that houses twelve full service laptop computers for use in the library, and a public scanner, printer, and photocopy machine. This equipment will be placed in close proximity to the customer service desk.

Activities

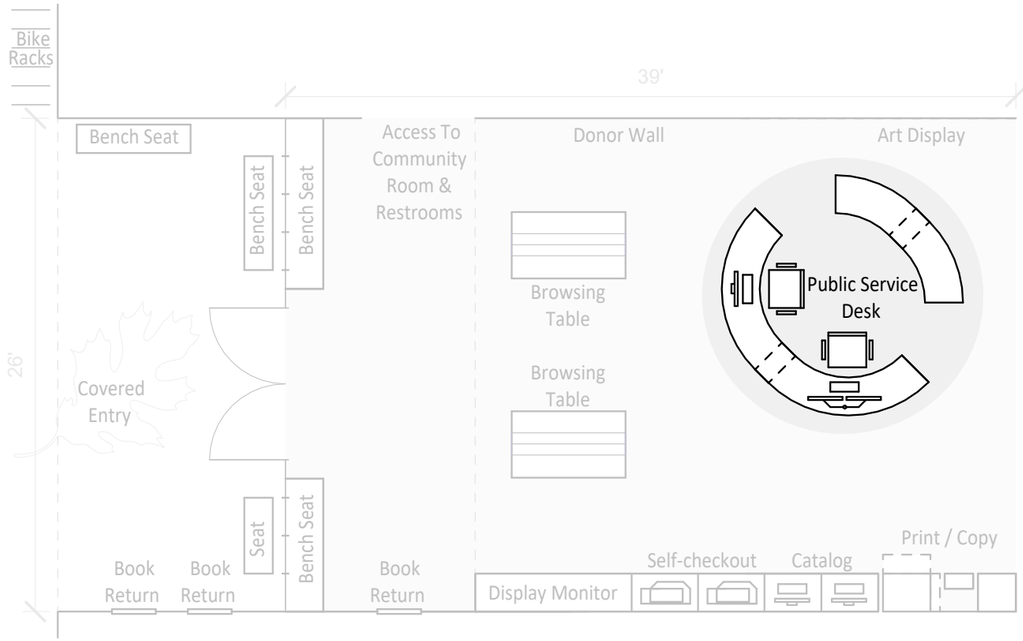
- Visitor services - new accounts, request holds, information, guidance
- Provides observation of the library

Characteristics

- Welcoming
- Comfortable for the staff
- 360 degree views

Attributes

- Proposed furnishings
  - (2) staff workstation with chair, phone, computer, pivoting monitors
  - Counter with cash register, lockable storage, supplies
  - Small reference collection



Entry & Public Service Desk

1,000sf



Brisbane Library - Siegel & Strain Architects, KPad



Pleasant Hill Library - BCJ



South San Francisco Community Civic Campus & Library (civic service desk) - Smith Group



South San Francisco Community Civic Campus & Library (library service desk) - Smith Group

A2: Adult Reading Area

Description

The Adult areas will include a mix of comfortable seating and tables for various activities such as personal reading, collection browsing, or using personal computing. The location should be separate from, but relatively near the teen space and study rooms. The area will include a “quiet reading” space with comfortable lounge style seating for visitors who want an acoustically buffered retreat from activities that may be occurring in other parts of the library. The adult area will be located near small study rooms. Seating will include 2-top tables to accommodate library patrons.

Two library computers will be located in the adult area: one computer will be a “full-service” public computer and a second computer that provides access to the library’s “Express Catalog”.

Shelving space will accommodate adult fiction, nonfiction, audio visual materials (DVDs and CDs) and a limited number of display shelves for books, periodicals, and for the promotional display of recent acquisitions or featured promotional materials. Shelving height in the adult and teen spaces will not exceed 66” in height and the bottom shelf will remain empty.

Users of the adults reading areas include college students, seniors, remote workers, and small business owners. Users also include DIYers working on home projects, home gardeners, and visitors who are seeking local information about the community or access to the library’s WiFi.

Activities

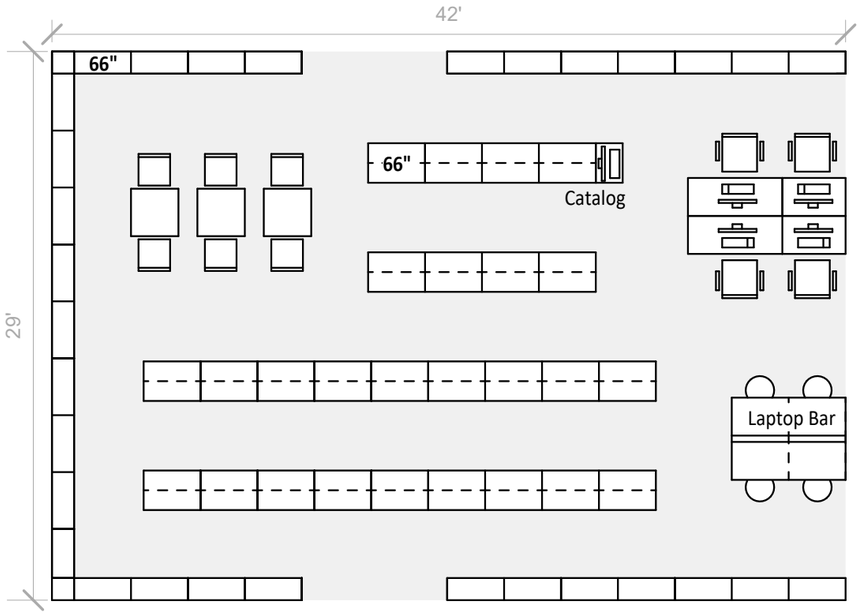
- Quiet reading
- Periodicals
- Remote work
- Browsing

Characteristics

- Quiet
- Flexible mix of tables & seating
- Work-friendly space

Attributes

- 9,960 Volumes
  (996 lf of shelves)
- Catalog computer
- (4) General use computer station
- Proposed furnishings
  - (3) Reading table + (6) chairs
  - Laptop bar for 4



Adult Reading Area

1,200sf



Brisbane Library - Siegel & Strain Architects, KPad



Brisbane Library - Siegel & Strain Architects, KPad



Pacific Grove Library - KPad



Salem Library - Hacker Architects

A3: Teen Space

Description

The teen area should be easily identifiable as an area for teens. It will be distinct from other library spaces and reflect contemporary teen culture notably through its furnishings and collections. The space will be placed with clear sight lines for safety, including nearby access to small study rooms. The teen space will provide acoustic separation between other spaces in the library and also include areas that support informal learning, socialization opportunities, and an area for teens also wanting a quiet study space.

Users of this space will typically include middle and high school students and teens who are being homeschooled and may lack adequate privacy or internet connectivity at home. The Library expects this space to be frequented by teens primarily after school to “hang out” or socialize with their peers.

The furnishings will include a mix of easily moveable but sturdy informal seating options such as comfortable upholstered benches, two and four top tables, and a large screen TV monitor for displays and potential gaming events. Shelving height in the teen spaces will not exceed 66” in height and the bottom shelf will remain empty.

Activities

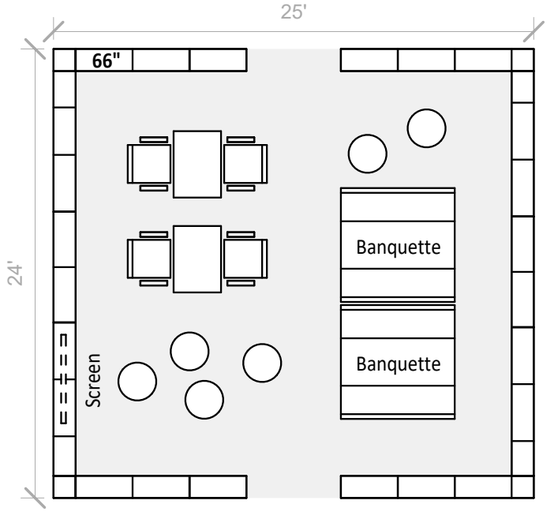
- Informal learning, study, & socializing
- After-school hangout

Characteristics

- Acoustic separation
- Distinct zone reflecting teen culture
- Variety of seating types

Attributes

- 3,993 Volumes
  (363 lf of shelves)
- Proposed furnishings
  - (2) Reading table + (4) chairs
  - (2) Banquette
  - (6) Soft seating
  - Large screen monitor



Teen Space

600sf



Half Moon Bay Library - Noll & Tam



Brisbane Library - Siegel & Strain Architects, KPad



Ledding Library - Hacker Architects



Pleasant Hill Library - BCJ

A4: Children's Space

Description

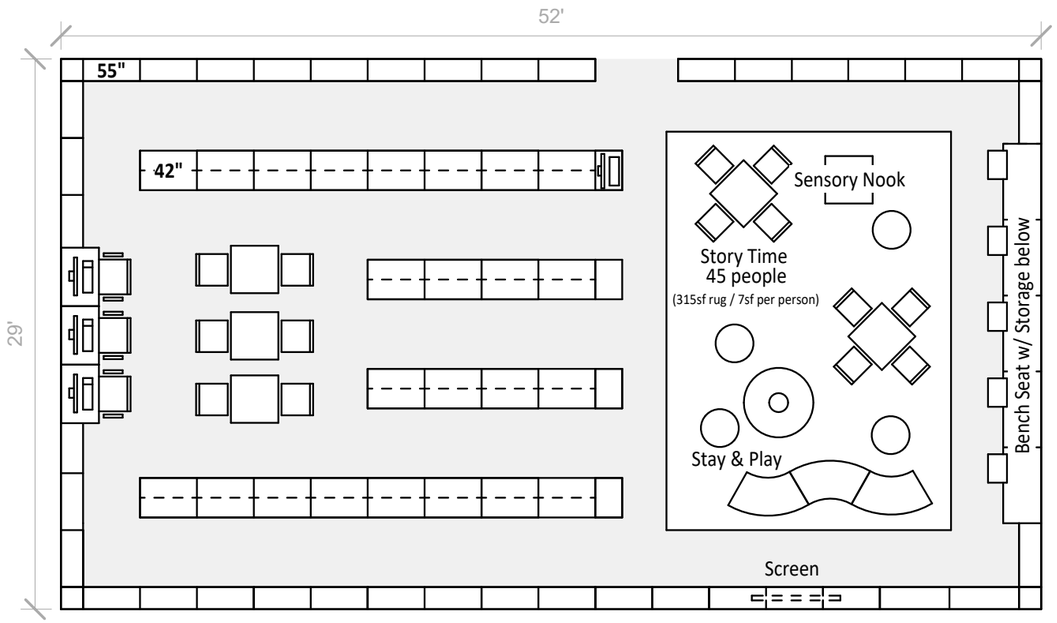
The Children's space should be distinct from adult and teen areas. Users of the space include young toddlers and preschoolers' visiting the library with their parents/caregivers, pre-schoolers or elementary students on field trips to the library who may be coming to attend a story time event or puppet show or as part of an introduction to the library.

Furnishings in the children's space will include seating for caregivers who wish to interact with the children they've brought to the library and may include tables with children's seating that can also support adults. The children's space will include one desktop library computer connected to the catalog and one AWE (early learning) computer.

Elementary aged school children (2nd through approximately 6th grade) should have separate furnishings and shelving for collections that are appropriate for their age. The area for very young children should include floor seating space for pre-school story time events to accommodate a maximum of 20 preschoolers, toddlers and their caregivers. Larger events for preschoolers and young children attendance will be held in the community center.

Colors should be inviting and include wall space to display art. The layout should include space for "clean" art and craft activities such as puzzles, coloring books, and manipulative items. Messier craft activities should be conducted in another space. Climbing structures and equipment should be avoided. Shelving height in the children's (pre-school/toddler) area should not exceed 42". Shelving in the children's space should not exceed 54" high. Lower shelving can be used for shelving children's materials.

Tweens Space – Tween areas are designed to attract older children between 8 - 12 years-old. The space can be in close proximity to the teen or the children's space but will be distinguishable from the area designated for younger children. Seating can be shared with the teen space; and shelving height should not exceed 66" in height and the bottom shelf will remain empty.



Children's Space

1,500sf

Activities

- Crafts, games, reading, play
- Early learning program
- Small group story time

Characteristics

- Acoustic separation
- Flexible & family-friendly seating
- Bright and playful palette

Attributes

- 16,430 Volumes
  (880 lf of shelves)
- Catalog computer
- (3) General use computer station
- Proposed furnishings
  - (5) Reading table
  - (14) Reading chair
  - (1) 20lf Built-in seat
  - (11) Soft seating
  - (1) Sensory Nook
  - Large screen monitor



Half Moon Bay Library - Noll & Tam Architects



Pacific Grove Library - KPad



Atherton Library - WRNS Studio



Pleasant Hill Library - BCJ

A5,6: Group Study / Meeting Room & Individual Study Rooms

Description

Three study rooms are included in the new library. Two of the study rooms will accommodate up to two people and the third study room will be used for “group” study activities for up to six people. Study rooms will be located in close proximity to the adult reading area and available by reservation to the general public. Library design guidelines recommend that glass should be provided at the front of groups’ study rooms and that they have a system for exterior locking of the rooms.

The study rooms will offer the library with the capability to provide one-on-one tutoring or small groups engagement of adult new learners and students such as the tutoring provided by Project Second Chance, an adult literacy program offered by the Contra Costa County Library.

Activities

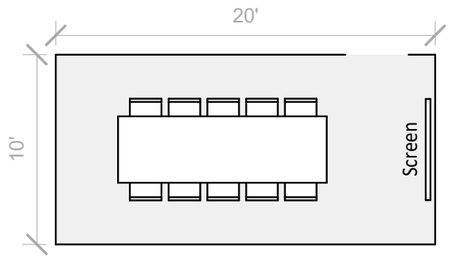
- Group & individual study
- Remote work
- Meeting
- Tutoring

Characteristics

- Acoustic separation
- Maintain visual transparency
- Bright and playful palette

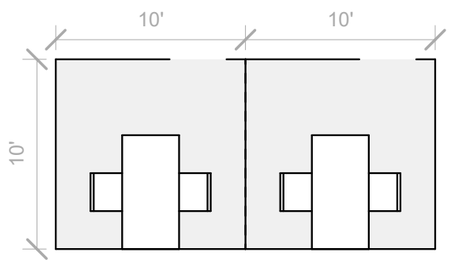
Attributes

- Proposed furnishings
  - (1) 200 sf group study room
    - (1) 132”x42” table
    - (10) Chairs
    - Large screen monitor
  - (2) 100 sf group study room
    - (1) 72”x36” table per room
    - (2) Chairs per room



Group Study / Meeting Room

200sf

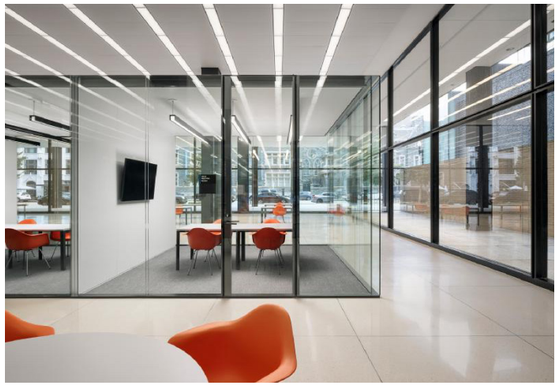


Individual Study Rooms

100sf each



Martin Luther King Jr. Memorial Library - Gensler



Martin Luther King Jr. Memorial Library - Gensler



Atherton Library - WRNS Studio



South West Library - Perkins & Will

B1,2,3: Library Staff Work Areas

Description

The staff and backroom library operations require areas that are not open to the public. Elements include a work room for handling, shipping and receiving of library materials and other deliveries, private office for the library manager and space for staff meetings. The work room will be in close proximity to the book return drop and have sit/stand workstations that can provide optional sitting or standing and accommodate desk top computers.

The staff workroom will accommodate up to eight full-time equivalent (FTE) employees. The workroom will include workstations with eight desk top computers for each full-time staff member connected to a LAN-based printer. The library manager will have a private office that includes a desktop computer and dedicated printer. Part-time staff members will share workstations and have access to those spaces according to their schedules. Additional elements include staff only restrooms, a staff lounge/lunch area with an adjacent sink and simple appliances (kitchenette, microwave, refrigerator), wellness room, and storage for utensils, kitchen supplies, lunch style seating, and a bulletin board.

The workroom should have enough floor space to maneuver and store book carts/bins, and shelving for the processing of library materials and storage units for library supplies. Each staff member will need a locker to store personal items while at work. The staff space should have an outdoor entrance (with alarm systems) to enable employees to enter and exit the facility before the building is open and when the building is closed and should be easily accessible for deliveries.

Activities

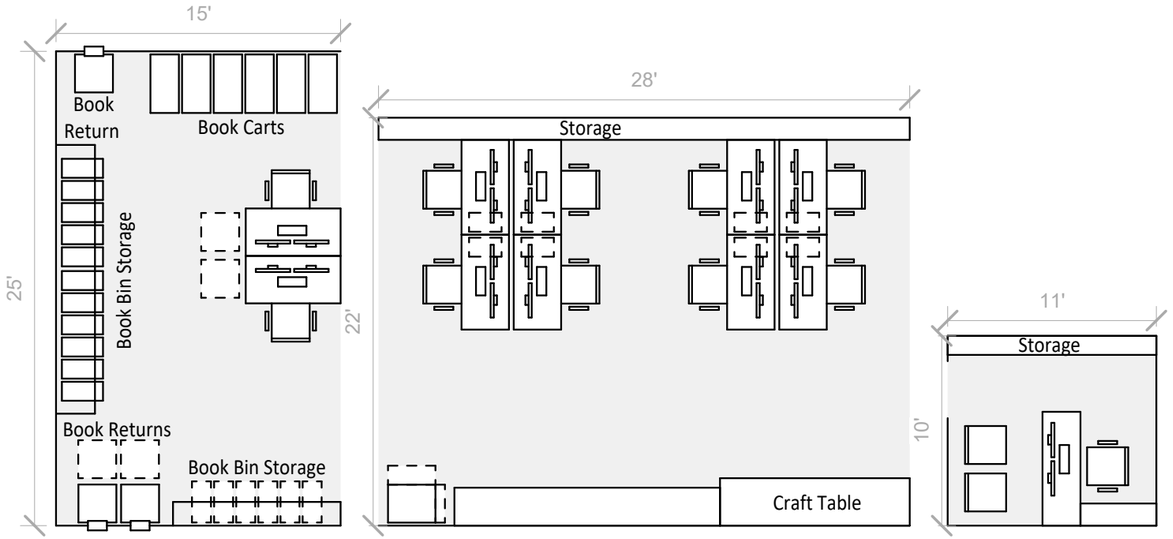
- Staff daily-work
- Book sorting, receiving & shipping
- Prepare programs
- Training and meetings
- Manage digital resources

Characteristics

- Acoustic separation
- Cubicles to maintain privacy
- Adopt ergonomic, pneumatic desks
- Efficient circulation

Attributes

- Book returns
- Space for book carts and bins
- (2) Processing station
- Staff workroom proposed furnishings
  - (8) Workstation & chair
  - Printer / copier
  - Craft table
  - Built-in storage
  - Shelving for bins
- Manager office proposed furnishings
  - Work station & chair
  - (2) Chair for visitors
  - Storage



Book Processing & Shipping / Receiving Room

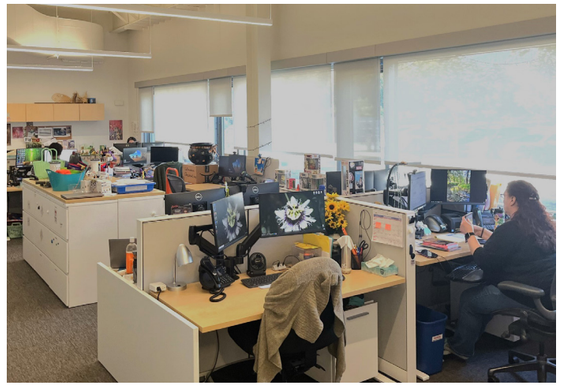
375sf

Staff Workroom

600sf

Manager Office

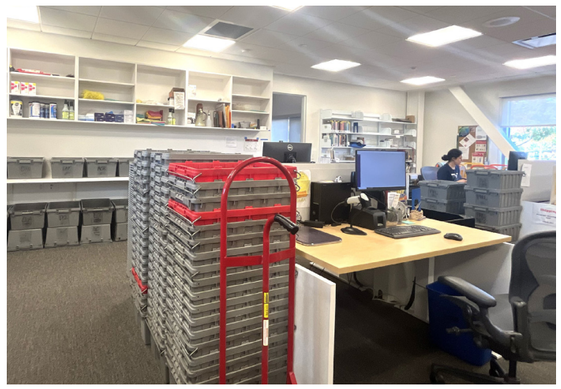
120sf



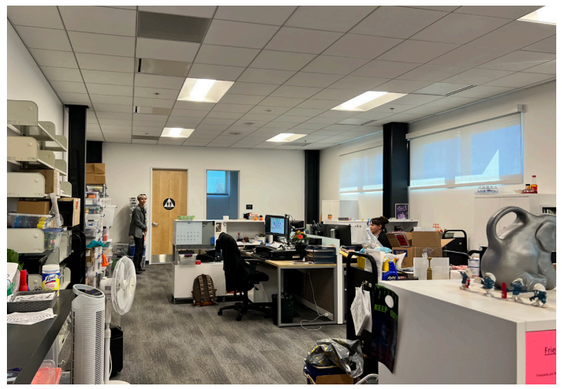
Pleasant Hill Library - BCJ



Pleasant Hill Library - BCJ



Pleasant Hill Library - BCJ



Brentwood Library - FOG Studio

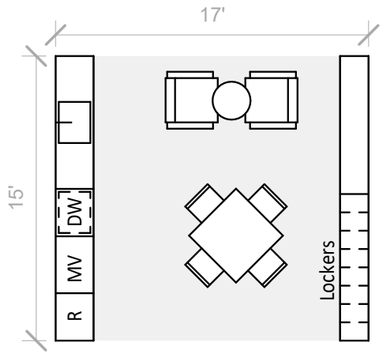
B4,5,6,7: Library Staff Support Spaces & Wellness / Lactation Room

Support Spaces

Secure staff-only support areas. Includes a lounge/ kitchenette with sink, microwave, refrigerator, seating, bulletin board, and individual lockers. Additional elements include a supplies storage room, server room and a dedicated staff only restroom.

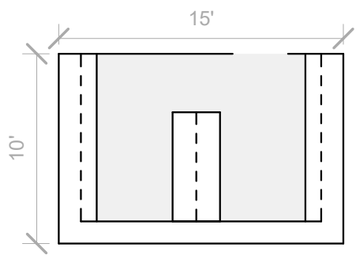
Wellness / Lactation Room

Small private room for nursing mothers and any other rest and recovery. Required per SB 142, Labor Code Section 226.7



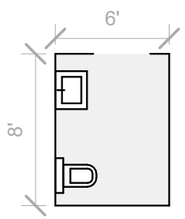
Staff Lounge

250sf



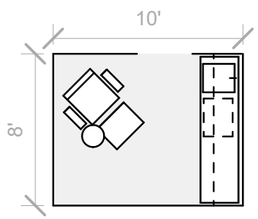
Storage

150sf



Restroom

50sf



Wellness / Lactation Room

80sf

Staff Lounge

Activities

- Break & relaxation
- Social & team interaction

Characteristics

- Good ventilation
- Easy to clean surfaces
- Comfortable & inviting atmosphere

Attributes

- Proposed Furnishings
  - (1) 42”x42” dining table
  - (4) Chairs
  - (2) Soft seating + coffee table
  - Countertop with sink
  - (1) Refrigerator
  - (1) Microwave
  - (1) Dishwasher
  - Lockers & coat rack

Wellness / Lactation Room

Activities

- Resting & recovery
- Lactation & personal care

Characteristics

- Dimmable light
- Privacy - locks from inside
- Acoustic separation

Attributes

- Proposed Furnishings
  - Comfortable lounge seat
  - Countertop with small sink
  - Mini-fridge
  - Small amount of open shelving for personal items (required by law)



Pleasant Hill Library - BCJ



Bayview Library - Hacker Architects, KPad

B8: Friends of the Library

Description

The Friends of the Oakley Library is a volunteer organization that exists to raise money for and advocate on behalf of the Oakley Library. A major fundraising activity is to solicit, process, and resell donated books. The Contra Costa County Library currently provides space for these functions to the Friends in Oakley library. The Friends will be assigned space in the new Oakley Library. In accordance with Contra Costa County Library design guidelines, Friends groups may be allocated up to 3% of library space for book sale operations.

To fulfill their book sale function, the Friends require shelving for book storage, display of sales items, work surfaces and seating for sorting and processing donations, a computer, and space for a rolling book cart. Sales are handled on an honor system with proceeds being collected in a slotted lock box that is regularly serviced by a Friends volunteer.

Library administration is responsible for deciding how much space will be assigned to the Friends for book sale operations. The Friends have stated that in the short term they would likely continue to sell books on the "honor system" meaning that no volunteers would have to be on-site to conduct any sales transactions but have a point-of-sale location that is easily visible and publicly accessible in the library.

Activities

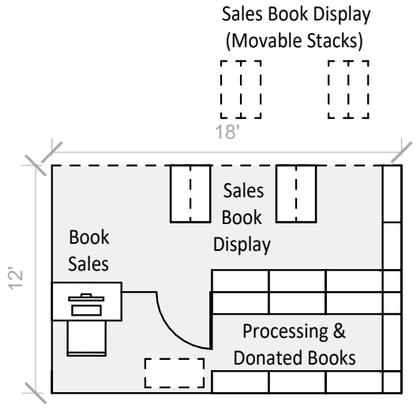
- Sales book displays
- Book sales
- Storage & processing of donated books

Characteristics

- Near the front entry
- Can be locked off independently from main library

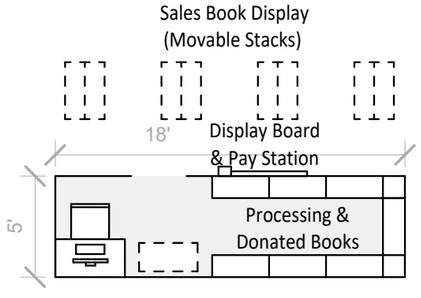
Attributes

- Book display shelving
- Rolling book carts
- Small point of sale equipment
- Donated book storage
- Space to accept donations
- Small workstation with computer, desk, phone, room for book cart
- Lockable roll down grille
- Proposed Furnishings
  - (9) 3' Wide display shelves
  - (4) 3' Wide rolling display shelves
  - (7) 3' Wide storage shelves



Friends of the Library - Option A

220sf + area for movable stacks



Friends of the Library - Option B

220sf including area for movable stacks



South San Francisco Community Civic Campus & Library - Smith Group



Hercules Library - Will Bruder Architects



Seattle Public Library - OMA



Pleasant Hill Library - BCJ

Staff Entry

Description

A dedicated access point for library and city staff arrivals, shipping and receiving operations. This entrance provides secure, controlled access separate from public entries, ensuring staff safety while facilitating efficient delivery of library loan materials as well as supplies. Unobtrusive but clearly marked with appropriate signage and equipped with security features, this entry point supports daily operations while maintaining building security.

Activities

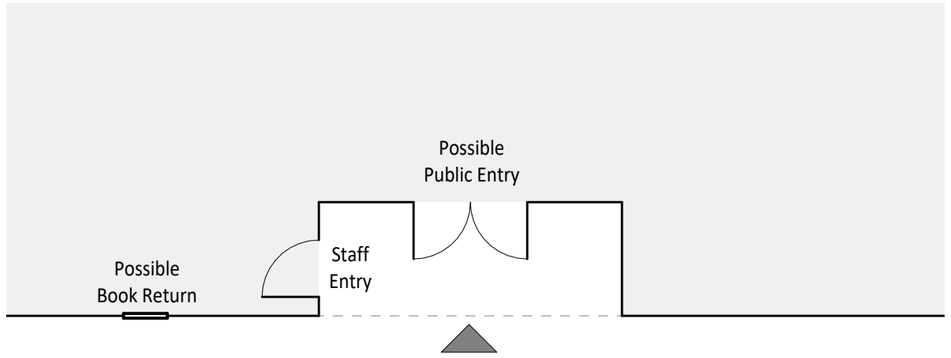
- Staff Arrival
- Shipping & Receiving
- EOC Access
- Emergency egress

Characteristics

- Clearly marked
- Safe & secure

Attributes

- Shaded
- Wind & rain protected
- Security camera
- Electronic access control
- Near possible public entry
- Near possible book return



C1: Community Room

Description

A flexible, adaptable multipurpose space thoughtfully designed to accommodate a diverse range of activities and community events, including neighborhood meetings, educational workshops, fitness classes, cultural presentations, social gatherings, and collaborative programming. The room features carefully selected movable furniture and modular equipment that can be easily reconfigured to support various layouts and group sizes, from intimate discussions of 10-15 participants to larger assemblies of up to around 100 participants.

Essential considerations include audiovisual capabilities with projection systems, sound equipment, and connectivity options for presentations and hybrid events. Feature lighting with adjustable controls ensures the space adapts from bright settings for workshops to dimmed environments for video screenings. Thoughtful acoustic treatment allows seamless transitions between different uses while maintaining speech clarity and minimizing sound disruption.

Positioned adjacent to the kitchenette for convenient event catering and equipped with dedicated community storage for to minimize effort for moving program materials and equipment, this room serves as a vital hub for diverse community needs. Large windows ideally provide inspiring views of the surrounding park, creating an inviting atmosphere that connects indoor activities with nature. Importantly, the space features independent accessibility, allowing community programming to continue during library off-hours, thereby maximizing the facility's service throughout the day and evening.

Activities

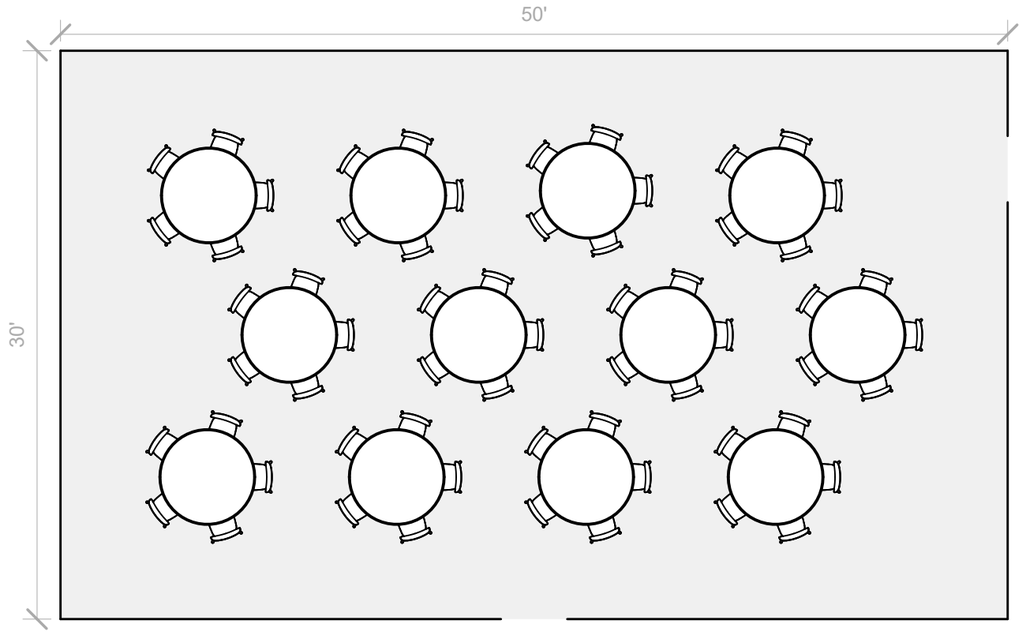
- Events, conferences
- Classes, screenings
- Service group meetings
- Story time
- Book sale
- Lunch in the Library
- EOC Command Center

Characteristics

- Warm, pleasant, & inviting
- Flexible / multipurpose
- Dedicated storage
- Kitchenette adjacent
- Accommodates food events
- Available for rent
- Can be open when library is not

Attributes

- Seats up to 100 people
- High ceilings
- Audio/ Visual support (screens & large displays)
- Flexible lighting, lighting controls, & shades
- Durable, cleanable surfaces
- Direct access to ample storage space



Community Room - Event or Activity

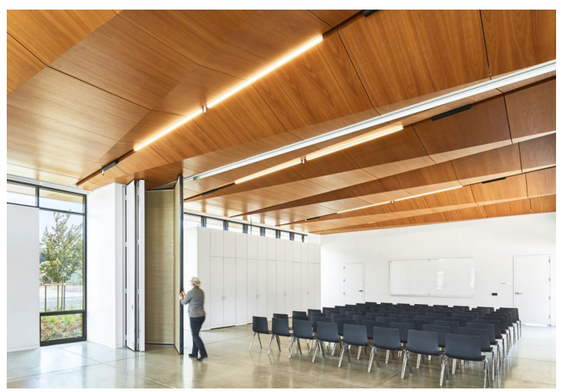
1,500sf - 60 seats (assumes rental tables)



Berkeley Hillel - Siegel & Strain Architects



Brisbane Public Library - Siegel & Strain Architects, KPad

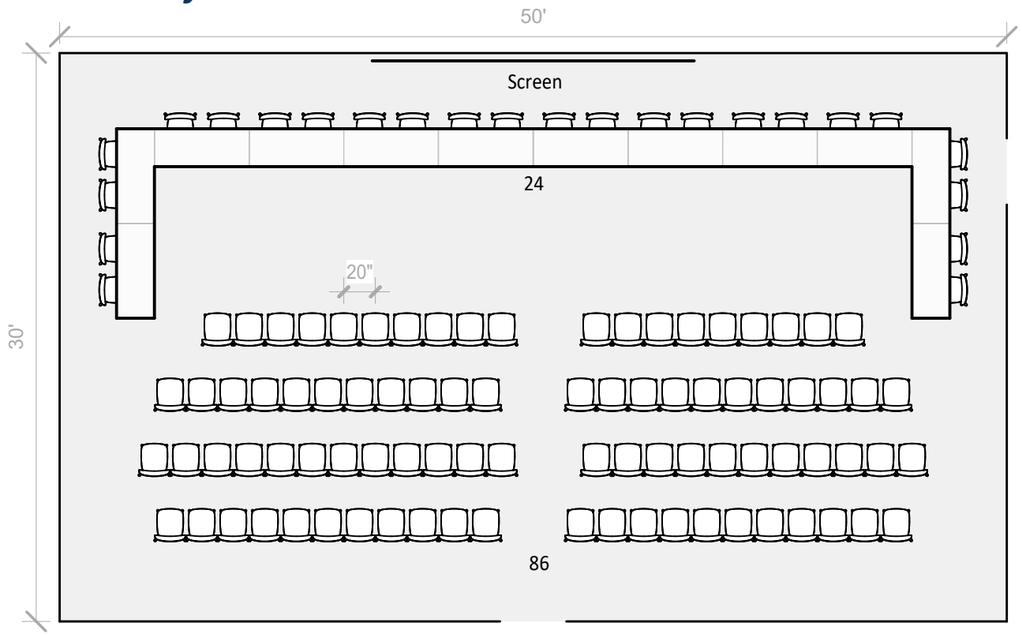


Half Moon Bay Library - Noll & Tam Architects



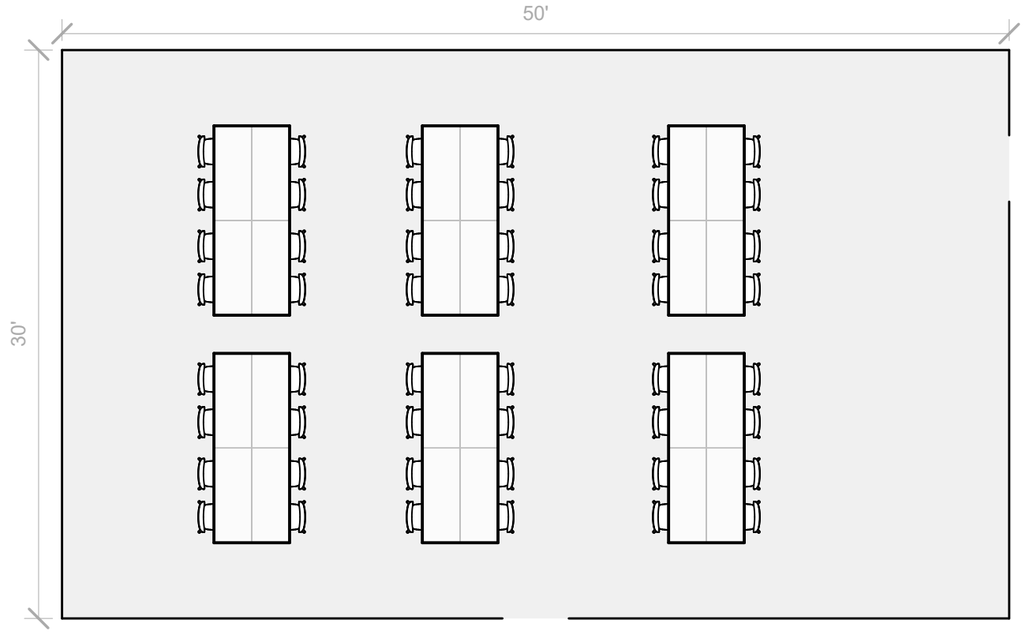
Portola Valley Town Center - Siegel & Strain Architects

C1: Community Room - additional uses



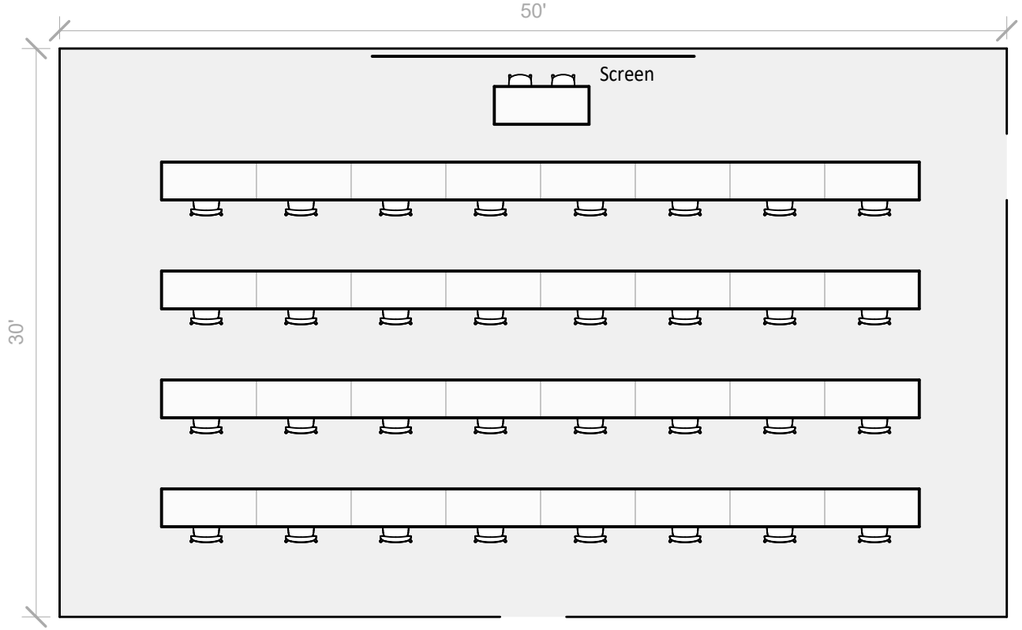
Mayors Conference

24 speaker seats, 86 audience seats



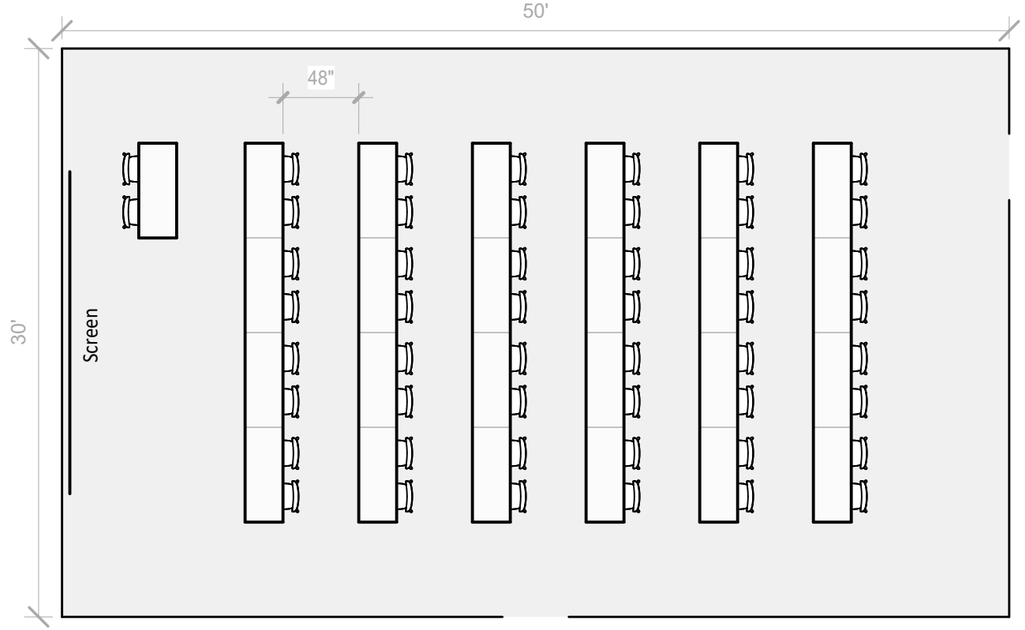
Service Group or Club

48 seats



Class or Lecture

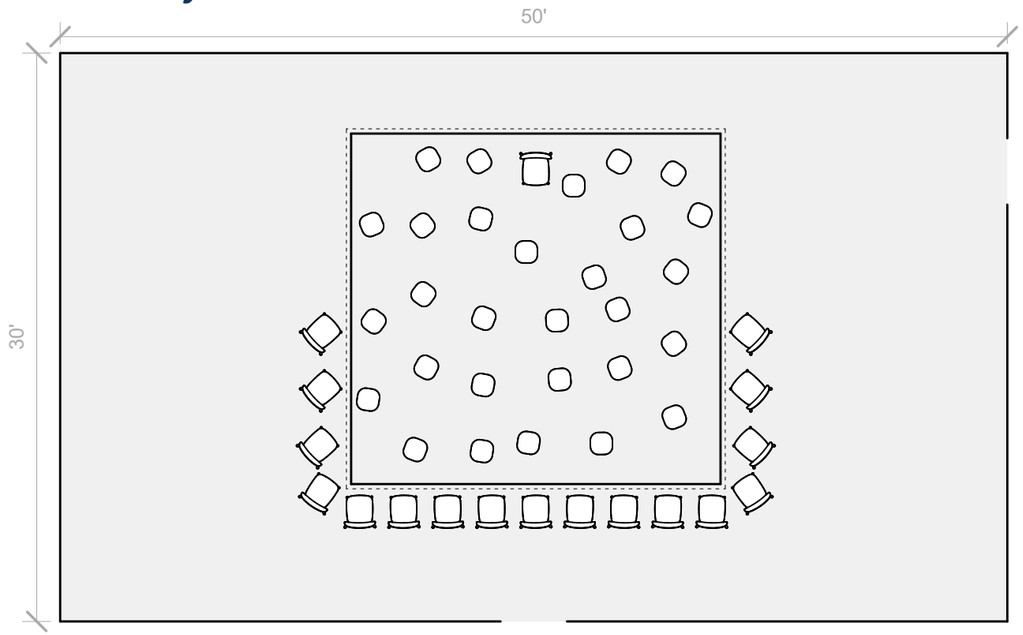
32 seats



Class or Lecture

48 seats

C1: Community Room - additional uses

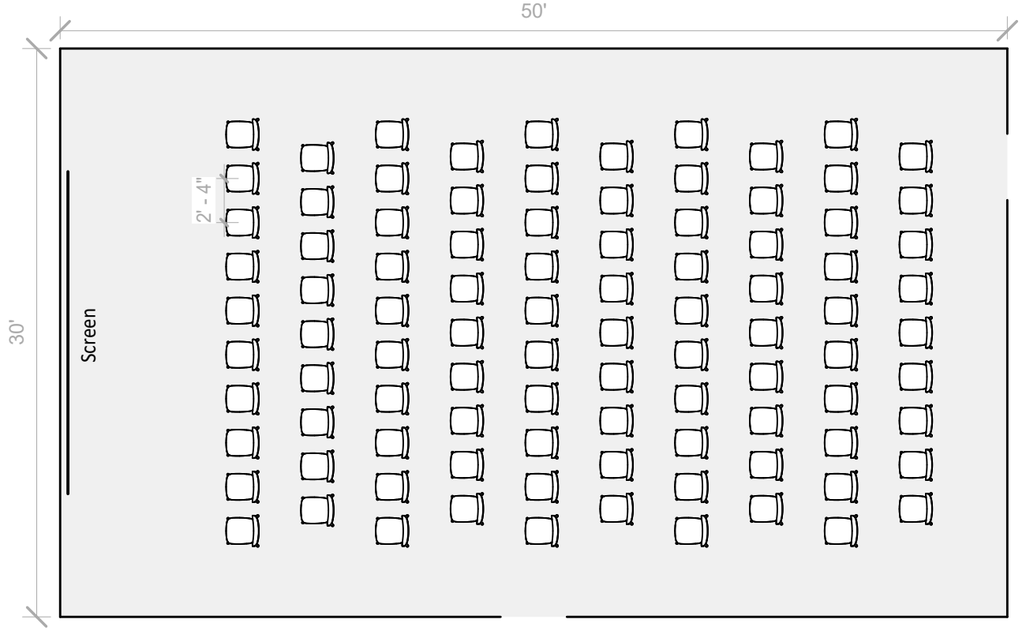


Story Time

~56 seats

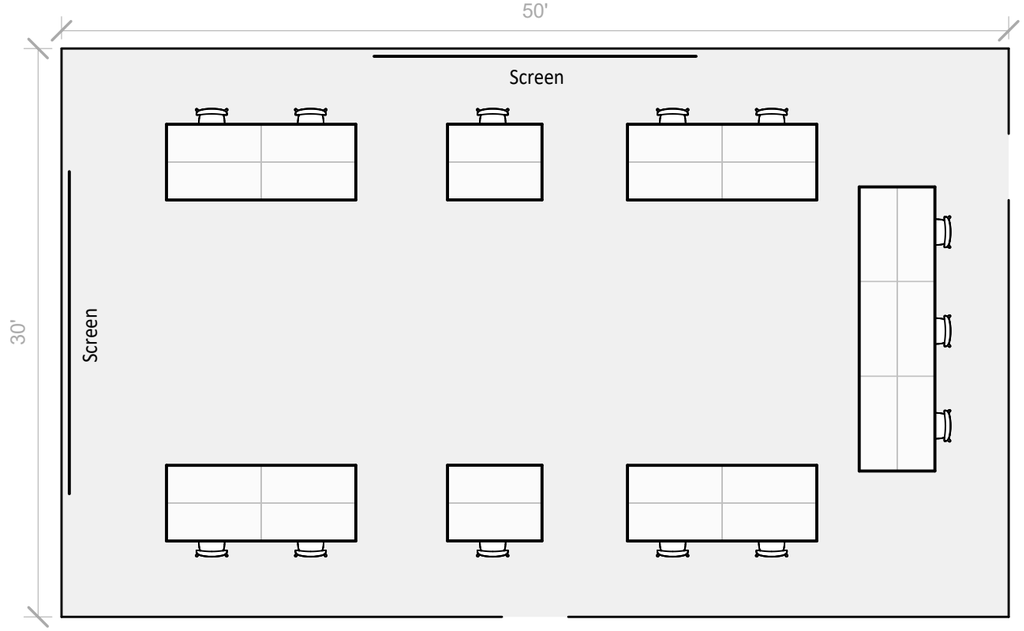


Bayview Library - KPad



Movie Night

95 seats



Emergency Operations Center

13 seats

C2: Community Room Storage

Description

A dedicated storage area where movable tables, stackable chairs, audiovisual equipment, and other program materials are housed when not actively in use. This space keeps the Community Room clutter-free and ready for various configurations. Directly adjacent to the Community Room with wide access for easy furniture movement, enabling quick and efficient room transitions between different events and activities. Ideally also has access to the exterior, for storage of city storage items.



Stacking Tables

Activities

- Storage of community room furnishings & items

Characteristics

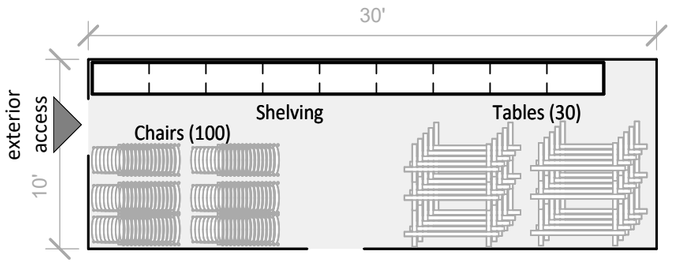
- Utilitarian, long, & thin

Attributes

- Storage for all tables & chairs
- Proposed furnishings
  Shelving for bins & other items - (1'-8" deep)
  Storage for EOC items

Nice to Haves

- Exterior Access



Storage

300sf

C3,4,6,7: Restrooms & Janitorial

Description

Restrooms to serve the library and the community room and the city spaces. The main interior restrooms will be located off the main entrance so they can serve the library or the community space independently. A small janitor closet will also include a mop sink, and cleaning supply storage. There will also be two interior drinking fountains, with bottle fillers, as well as a janitor sink.

Desired Additional Building Spaces

There is a desire for additional restrooms to serve the park, accessed from the exterior of the building. A family restroom accessed from the interior and located near the main interior restrooms is also desired.

Activities

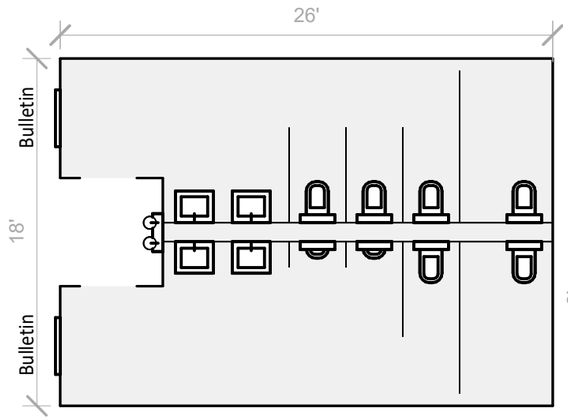
- Restroom uses

Characteristics

- Utilitarian, durable, clean, safe
- Safe & Comfortable
- Exterior access restrooms entry should not feel hidden

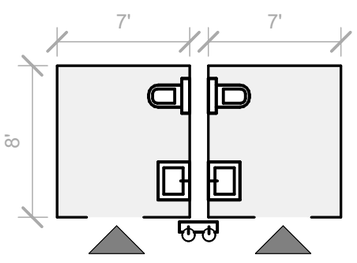
Attributes

- Brightly lit
- Easily cleanable surfaces
- Durable fixtures
- Community bulletin board nearby



Restrooms

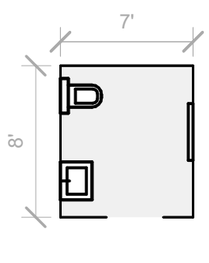
450sf



Exterior Restrooms

110sf

(desired additional building space)



Family Restroom

50sf

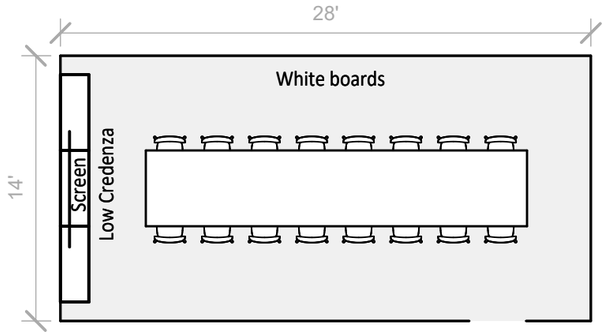
D1,2: City Meeting Room & Offices

Meeting Room

A professional meeting space designed for city staff gatherings of up to twelve people, equipped with full functionality for video conferencing and presentations. The room features a large central table seating twelve, monitor display for screen sharing, and whiteboards for collaborative work. Creating a warm and pleasant atmosphere, the space includes quality finishes, excellent lighting for both in-person and virtual participants, and convenient side storage for materials and equipment, supporting productive meetings and seamless hybrid communication. This room also has enhanced acoustics for privacy and clear audio.

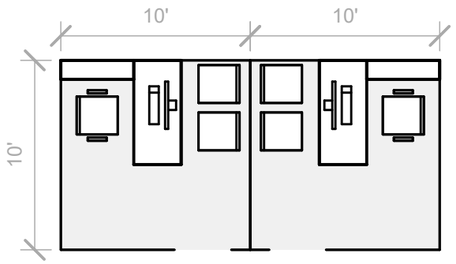
Offices

Two intimate meeting spaces dedicated to City Council members for private consultations with one or two citizens at a time, evoking governmental accessibility and openness. Similar to study rooms but professionally appointed, each space features a small desk, three comfortable chairs, and a computer workstation with monitor and phone for office work. Acoustically private to ensure confidential discussions, the rooms include lockable furnishings for secure document storage. Glazed on at least one side to maintain transparency while preserving privacy, these welcoming spaces support Council members in serving constituents effectively and accessibly.



Meeting Room

390sf



Offices

100sf each

Meeting Room

Activities

- Meetings
- Video calls

Characteristics

- Warm and pleasant
- Good lighting

Attributes

- Nice finishes
- Glazed on at least one side
- Views to exterior
- Proposed Furnishings
  - Large table
  - (16) Chairs
  - Credenza
  - Large monitor display
  - Whiteboards

Offices

Activities

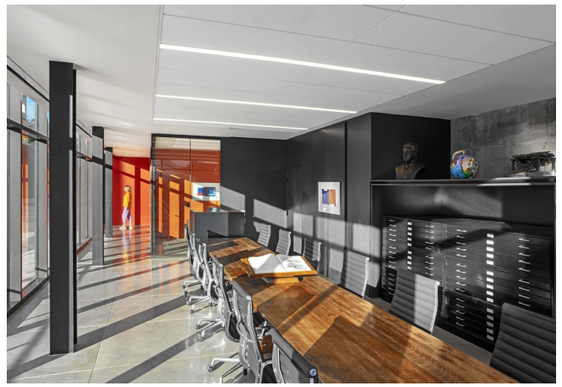
- Council member meetings with residents
- Meetings with visiting officials
- Office work

Characteristics

- Private, Safe, & Accessible
- Acoustically private

Attributes

- Glazed on at least one side
- Proposed Furnishings
  - Workstation with chair, computer, monitor, phone
  - (2) Chair for visitors



Riverside Library - Johnson Favaro



Orinda City Hall - Siegel & Strain Architects

D3: Kitchenette

Description

A functional support space that serves the Community Room by providing dedicated areas to store, prepare, and serve food and beverages without disrupting activities in the main gathering space. Equipped with essential appliances including an extra large refrigerator, microwave, dishwasher, sink, and counter workspace, the kitchenette facilitates event catering and social gatherings. Adequate cabinet and counter storage accommodate dishes, utensils, and supplies for community programming. Directly adjacent to the Community Room with convenient access, this amenity enhances the facility's ability to host extended events, celebrations, and educational programs while maintaining the multipurpose room's flexibility for various configurations and activities.



Canyon Commons Dining Hall - Hacker Architects

Activities

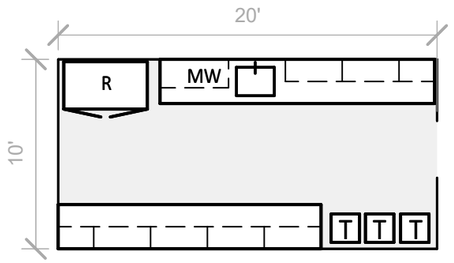
- Storing & preparing food for events
- Lunch at the Library

Characteristics

- Friendly, clean, & warm

Attributes

- Proposed furnishings
  - Sink & prep space
  - (1) Refrigerator (extra large)
  - (2) Microwave
  - (1) Dishwasher
  - Coffee & tea station
  - Cleanable surfaces
  - Trash



Kitchenette

200sf

D5,6: Exterior Accessed City Storage, Trash Enclosure & EOC Restroom

Exterior Accessed City Storage

The city desires additional building space for a small storage area that supports city events in the park and is accessed only by City staff. This is a stand-alone structure replacing the existing storage container adjacent to the park and is located near the existing trash enclosure.

Trash Enclosure

This is an existing stand-alone structure shared by the civic center and the library and community center, housing front-load dumpsters for resource recovery and trash disposal. The structure is located adjacent to the east wing of the civic center.

EOC Restroom

The city desires additional building space for a single occupancy restroom directly adjacent to the community room for use by Emergency Operations Center staff during operations.

Activities

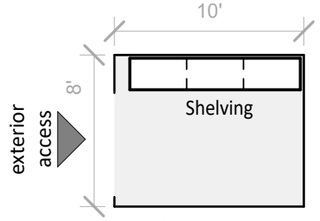
- Storage for city events
- Trash & resource recovery pickup
- Restroom uses

Characteristics

- Utilitarian, durable, clean, safe
- Safe & Comfortable

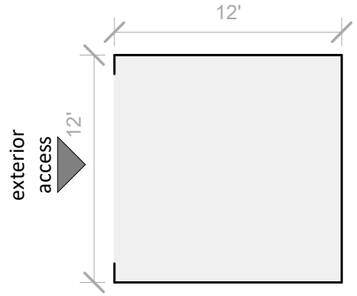
Attributes

- Brightly lit
- Easily cleanable surfaces
- Clear access



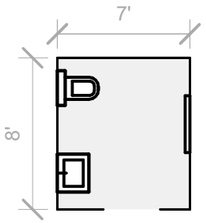
Exterior Accessed City Storage

80sf (desired additional building space)



Trash Enclosure

145sf (existing)



EOC Restroom

50sf (desired additional building space)

Outdoor Spaces

Description

An area of landscaping and paths that connects the building to the adjacent park and downtown. Outdoor spaces facilitate a comfortable and diverse experience when visiting the library and community spaces. Naturally shaded and wind protected areas between the building and park support everyday activities and events. Restrooms accessible from the exterior of the building adjoin this space.

Activities

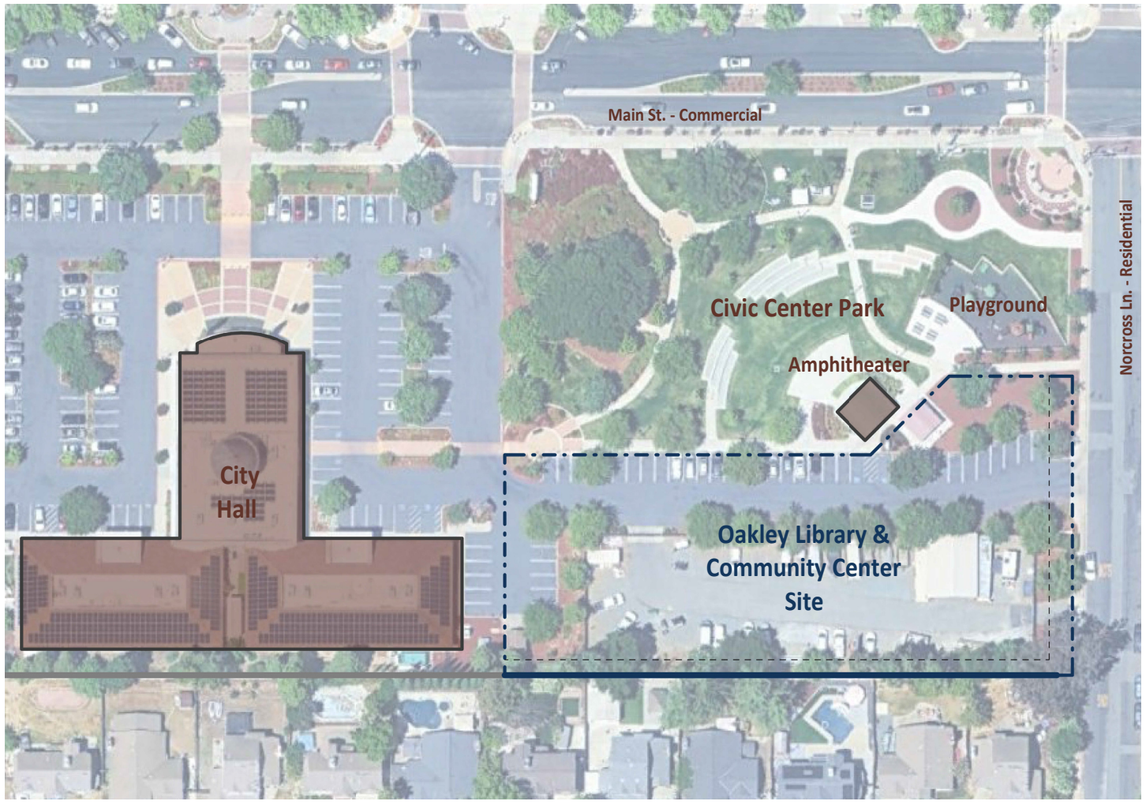
- Outdoor reading & relaxing
- Park overview
- Play & discovery
- Snack time
- Civic events support
- Parking & arrival
- Library & City deliveries

Characteristics

- Fresh air
- Sun & shade areas
- Wind protection
- Naturally playful
- Safe & clean
- Connection between outdoor spaces & building entry

Attributes

- Planted with trees & natural landscaping
- Parking & vehicle access adjacent to building
- Restrooms accessible from the exterior
- Seating for small & large groups
- Durable exterior materials





Oakley Recreation Center - Siegel & Strain Architects



Bishop O'Dowd Center for Environmental Studies - Siegel & Strain



Portola Valley Town Center - Siegel & Strain Architects

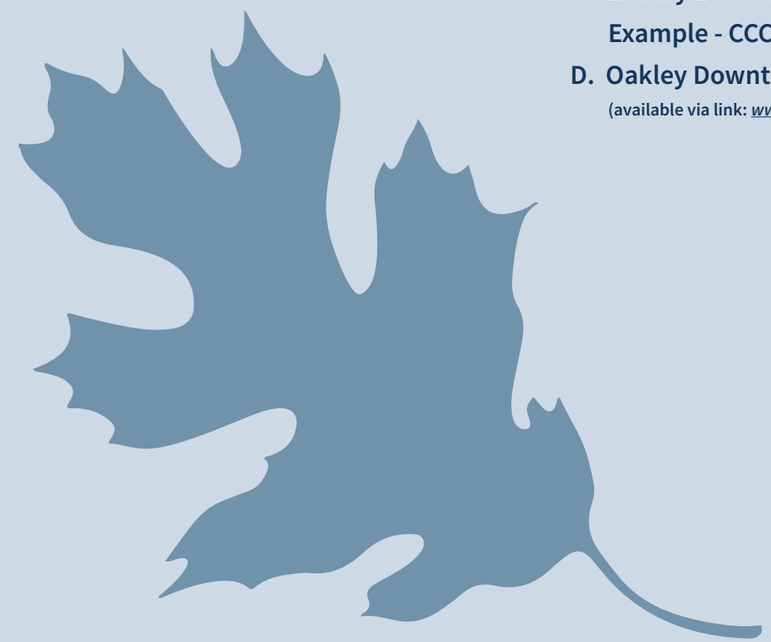


Oakley Civic Center Park - Garth Ruffner Landscape Architect

3

Appendix

A. Library Design Standards - CCCL
B. Collection Development Plan - CCCL
C. Library Lease & Service Agreement
   Example - CCCL & Pleasant Hill
D. Oakley Downtown Specific Plan
   (available via link: *www.oakleyca.gov/242/Specific-Plans*)



LIBRARY DESIGN STANDARDS

CONTRA COSTA COUNTY LIBRARY

28 OCTOBER 2024

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NOLL & TAM ARCHITECTS

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CONTRA COSTA LIBRARY DESIGN STANDARDS

EXECUTIVE SUMMARY

This document is designed to provide guidance and general standards to cities and towns whose libraries are a branch of the Contra Costa County Library (the "Library"). The aim is to provide clarity regarding minimum standards of quality and durability for library buildings as well as standards for consistency across the Library system. These standards will help library staff provide superior service and reduce the number of required replacements of furniture and finishes over time—a prudent, cost-effective strategy as well as a sustainable approach.

Libraries are some of the hardest-working buildings in our communities, open to all ages, abilities, and backgrounds. The Library's goal is to provide equitable, high-quality service to all patrons, and these design standards will help to make library buildings safer, cleaner, and ultimately more welcoming for all. Once built, library facilities often remain in service for many years before updates are made, so making effective design choices that will last long-term is key.

These guidelines are divided into a number of categories, highlighting furniture and shelving as particular topics but also addressing staff work areas, lighting, acoustics, and access.

Each community and building has unique challenges that will require our partner cities and towns, designers, and architects to continue the dialogue with the Library as project work progresses. Our shared goal is to create an inspiring building for the public that will operate effectively and efficiently as a facility and last for decades to come.

1. GENERAL DESIGN STANDARDS

Building Size & Configuration

- Single-story building layouts are strongly preferred by the Library, allowing for better staff efficiency, visibility and ease of operation.

Parking

- Provide bike and scooter parking in compliance with local ordinance. Consult City officials and library staff on location and number of bike racks.
- Provide car parking in compliance with local ordinance. Parking areas should include dedicated, free parking for library patrons and staff within one block of the library. If paid metered parking is necessary, include some free, short-term spots for quick library visits, and free spots for library staff adjacent to the library facility.

Safety & Security

- One public entrance is recommended to control access to the building.
- Visibility for patrons and staff should be prioritized. This can be achieved by maximizing sightlines throughout (using open, connected spaces and glass), and by minimizing hidden corners.
- A clear path of travel is required to meet all ADA guidelines.
- Provide a security alarm system for the building.
- Provide security cameras (indoor and outdoor), and discuss their locations with library staff.
- Refer to 2. Public Spaces—Staff Service Points for additional information.

Acoustics

- Meeting rooms. It is important to create acoustic separation between meeting rooms and larger library spaces. Attention should be paid to creating walls that extend beyond the ceiling to the underside of the structure and to sound gasketing at doors. In addition, sound attenuation can be achieved through a combination of acoustic ceilings and wall finishes. For example, an acoustic ceiling tile used in combination with fabric-wrapped wall panels is an effective way to create better meeting room acoustics.
- Open library reading rooms. Each library reading room should be designed with acoustics in mind and considered on a case-by-case basis, depending on the design of the building. Acoustically sound library reading rooms can be achieved through a combination of acoustic ceiling treatments, acoustic wall paneling, and the use of carpeting. It is also important to create acoustic separation between loud library spaces and quiet ones. An example of a loud space might be the service/checkout area, whereas a quiet space might be the quiet reading room or periodicals area.
- Children's/teen spaces. Because it is not expected or desired that children's and teen spaces remain quiet, it is recommended that these spaces be acoustically separated from the quieter spaces in the library (such as the adult spaces or quiet reading rooms). Separation can be achieved through a building layout with no direct adjacency to quiet spaces, by using a wall as a space divider (with glass for visibility), and through the use of acoustic ceiling and wall treatments, carpeting, and soft furnishings.



Image of Danville Library reading area

Electrical Power & Lighting

- Electrical and data access. It is important that electrical and data access is abundant, through the use of in-floor raceway systems and/or floor outlets, as well as wall outlets. Electrical arrangements should allow for flexibility and rearrangement of layout. Data should be accessible at all desktop computers and staff workstations.

    1. Libraries should include exterior wifi access points. Access points should, at a minimum, cover any outdoor seating areas.

- Power requirements. It is recommended that each reader table in the adult and teen spaces have an in-surface power module. It is also recommended that at least 50% of the lounge seating in these areas have direct access to power (via a wall or floor outlet or mobile power module). Providing power access mounted in tables or lounge areas in children's areas is not recommended except at computer stations.

- Backup power. Back up power needs should be discussed with the project team along with the City on a case-by-case basis. For example, if the library is to act as a cooling or resiliency center, a generator may be required.

- Lighting at shelving. Lighting at shelving should be glare-free and uniform. Lighting should run across rather than parallel to the stacks, so that book faces (rather than the tops of the stacks) are illuminated. It is recommended that lighting not be attached to the shelving so that flexibility can be maintained should shelving configurations change in the future.

- For general lighting in main library areas, provide linear pendant indirect/direct lighting. In back-of-house areas, provide recessed can fixtures. All lights should be LED.

Views

- Views out on to green space should be prioritized as much as possible. However, certain areas such as the staff and children's areas should be taken into special consideration as views into the library from outside passerby may be unwanted. Explore options for operable windows in coordination with security needs and mechanical systems.

Finish Materials

- Interior materials should be selected for longevity.

    1. Tiled carpet should be used instead of broadloom/rolled goods. Carpet should be of high quality and patterned in darker tones for high durability. Carpet should be nylon fiber and solution dyed. All carpet tile should be approved for commercial use.

    2. Avoid using small tiles in restrooms, in order to minimize grout. Choose dark grout colors, especially for floors. Use porcelain tile on floors, and ceramic or porcelain tile on walls. Full-height wall tile is preferred, but at minimum, tile walls up to 4 feet.

    3. Materials in areas that are within the reach-range of patrons and that can be touched (the "touch zone") should be durable and/or easy to repair. For example, fabric-wrapped wall panels below 8 feet in height might need to be bleach cleanable for maintenance, whereas panels above this height may not need to be.

- Exterior building materials

    1. Architects should design a library building as a long-term civic investment, using high-quality, durable, low-maintenance materials. When selecting materials, consider maintenance and graffiti removal.

    2. Building materials should be thoughtfully selected to enhance the civic nature of the building and to fit within the community.

Sustainability Goals

- Sustainability is an important value that the Library wants to promote. Architects should work within sustainability requirements provided by the municipality and look to exceed those requirements wherever possible. Look for opportunities to incorporate public education into the use of sustainable features.

Accessibility Goals

- The Library should strive to go above and beyond building code and meet Universal design and accessibility standards. Universal design is defined as "a concept in which products and environments are designed to be usable by all people, to the greatest extent possible, without the need for adaption or specialized design." In the design and selection of every element, patrons of all ages, shapes, sizes, and abilities should be considered.

Signage

- Exterior signage
    1. Contra Costa County should be acknowledged on building signage. At a minimum, the county logo or county seal should be incorporated in any monument sign, or on the building.
    2. Changeable vinyl signage indicating library hours should be provided on glass at the building entry.
    3. A distinct sign mounted on the building should clearly mark the location of the book return.
    4. Provide clearly marked information for delivery people to contact staff when the building is closed.
- Interior building signage
    1. Directional signage. Provide wayfinding signage throughout larger branch libraries to demarcate self-service checkout, restrooms, etc. Signage indicating large program areas or rooms such as children's or teen areas should be determined on a case-by-case basis. Such signage would be in addition to signage required by ADA.
    2. Code-required signage. Provide all signs required to meet ADA standards, exiting, fire codes, etc.
    3. Collection signage. Signage at stacks should be flexible and easily changeable by library staff, using standard (not specialty) fonts. Mount collection signage on shelves rather than walls. For example, large fixed wall signage calling out "Fiction" will limit the library's ability to reconfigure shelving in the future.
    4. Community information boards should be included in library projects to facilitate community collaboration and communication.
    5. Placement of donor signs and installations must be reviewed with library staff to ensure they are located appropriately. These interventions are long-term and permanent and may impact future flexibility.

Public Art

- Public art displayed in both permanent and temporary exhibitions is a natural fit and welcome in libraries but should be thoughtfully selected.
- Art should be carefully selected to last over time. Large murals and installations must be vetted with library staff to ensure they are suitable for their spaces and are placed in zones where they will be safe from damage.
- Temporary changing art galleries and tackable areas for children's art must be coordinated with library staff. Often these are left unmaintained if such coordination does not occur.



Public art installation at Walnut Creek Library

2. PUBLIC SPACES

Adult Reading Areas

- Where square footage allows, create a "quiet reading" area for adults who want to retreat from noise/activity. These areas should be acoustically separated and should not contain library supplied PCs.

Stacks

- Provide clearances between runs of shelving that at minimum meet ADA requirements. Provide more generous spacing where square footage allows.
- Refer to **Shelving** and **Electrical Power & Lighting** for additional guidance.

Children's Spaces

- It is recommended that shelving heights in children's spaces remain at 60 inches or under. Picture-book shelving especially should not exceed 48 inches.
- Table and chair heights should best serve the patrons who use them the most. It is recommended that two to three different seat and chair heights be provided to accommodate children of all ages and sizes. Refer to the chart below for age-based average table and chair heights.
- All upholstery in children's spaces should be bleach cleanable and/or wipeable.
- Where space allows, include seating wide enough to accommodate a child and a caregiver, such as a small loveseat or sofa.
- Avoid:
  1. Sharp corners
  2. Climbing structures
  3. Toylike seating that can be thrown
  4. Stainless steel surfaces

Age Category	Age (Approx.)	Table Height	Chair Seat Height
Toddler	1-4 Years	13"–17" 33 cm–43 cm	6"–9" 15 cm–23 cm
Preschool	3-6 Years	18"–19" 46 cm–48 cm	10"–11" 25 cm–28 cm
School Age	6-13+ Years	20"–30" 50 cm–76 cm	12"–18" 30 cm–46 cm

Age-based average table and chair heights.



Image of San Pablo Library children's area





- **Manipulatives**. Where space allows in the children's area, it is recommended to include manipulatives. Manipulative play refers to learning with movement and problem solving through interaction with physical objects. Manipulatives can be as small and simple as panels on the ends of book stacks or as large and involved as custom-built structures that children can occupy. Library staff can recommend preferred and vetted vendors.
- **Computers**. Check with library staff to determine computer needs specific to the children's area.

Teen Spaces

- The teen space should be easily identifiable as its own space so that other patrons do not occupy the area. This can be achieved through physical separation (wall and door), clear signage, and/or different finishes and furniture. It must be easily visible from the staff service desk.
- The teen space should be physically and stylistically separate from the children's space. The style of the space may be playful and fresh, but it should not appear childlike and ideally is not immediately adjacent to the children's area.
- Furniture in the teen space should be easily reconfigurable and movable by the teens themselves. Offer a wider variety of seating arrangements for various sizes of groups and activities.
- It is recommended to provide a mix of lounge seating and tables with chairs.
- When selecting furniture and finishes, assume that teens will put their feet up on tables and chairs.

Staff Service Points

- Ensure there is adequate space at public service desks so two staff can navigate around each other. It is recommended that the desk have at least 3 feet, 6 inches of clear space behind it. In instances where the service point serves as a full-time workstation, each station should be a minimum of 4 feet wide. In instances where the service point is only a touchdown station, the width can be less. It is recommended that service points be 2 feet, 6 inches deep to create a comfortable distance between staff and patrons. Anything wider than that will create ergonomic issues for staff.
- The public service desk should be positioned so that staff will have a wall behind them, with two ways to exit from behind the desk. Exits can be swinging gates or open aisles.
    1. If a full-height wall behind the service desk is not feasible, provide a minimum 3-foot-high barrier such as a bookcase behind the desk. The goal is to create a barrier for staff so they are not approached from behind by the public.
- All workstations at service desks should have sit/stand capabilities for ergonomics.

Group Study Rooms

- Provide glass at the front of group study rooms so that staff can see inside. Provide a system for exterior locking of the rooms.
- In instances where group study rooms cannot be built-in or future flexibility is desired, consider pre-fabricated study pods.

Large Meeting/Multipurpose Rooms

- Meetings spaces available after library open hours must also have bathrooms that the public can use.
- Provide adequate storage for tables and chairs in a storeroom adjacent to the meeting room.
- Chairs must be lightweight, easily movable and stackable by staff. Include dollies for ease in moving chairs.
- Provide tables with wheels that fold and nest for storage.

Public Computers

- Public computer stations should be located near the public service desk in open areas within full view of staff rather than enclosed in a computer lab. Laptops can be used by patrons in enclosed rooms.
- It is recommended that each public computer station have a minimum width of 3 feet, 6 inches. Dividers between stations can be used to create a sense of privacy. Dividers should be lower than full height so that staff can easily see patrons. All surfaces including dividers should be wipeable
- Desktop computers are needed in each branch even if laptop checkout is available. Desktop computers are easier for older adults to use.
- ADA-accessible computer station(s) should be provided, typically at a motorized sit/stand table directly adjacent to the other computer stations.

Restrooms

- Provide a separate restroom for staff-only use in the staff area.
- Consider a single stall public restroom for all genders.
- Provide waste bins that are separate from the paper towel dispenser unit. Wall-mounted waste receptacles are not of adequate size and will overflow.
- Locate paper towel dispensers adjacent to the sink rather than on an opposite wall to minimize water dripping onto the floor.
- Specify a folding stepstool at one lavatory to allow for children's handwashing. Provide family restrooms in the children's areas of all mid-size and larger branches.
- Provide a vending machine of free menstrual products at all public restrooms.

Outdoor Spaces

- Where space allows, it is recommended to provide outdoor space for patrons that is controlled, i.e., easily monitored and/or fully secured (fenced).
- Provide shade in outdoor areas.
- Outdoor furniture
    1. Furniture must be attached or heavily weighted if not in a controlled/lockable space.
    2. Provide a mix of seating most suitable for the space and its programming. For example, picnic tables are great for outdoor art classes whereas lounge seating is good for adult and senior reading.
    3. Provide furniture for children where appropriate.
    4. Provide for ADA accessibility.
    5. Consider operations: Will chairs need to be brought into the library by staff at night?
    6. Cushions are not advised on outdoor furniture.



Image of El Sobrante Library public computers

3. STAFF SPACES & LIBRARY OPERATIONS

Staff Entry & Shipping/Receiving Area

- All shipping and receiving areas should be easily accessible by trucks and have an accessible path for hand trucks. Additionally, a doorbell or other system should be provided to alert library staff when deliveries are made.
- The staff entry and shipping/receiving area should be separate from the public entry.
- Provide dedicated space for receiving deliveries and preparing outgoing shipments.
- Receiving area must be easily accessible to trucks.
- Areas should be well lit and placed to provide safe entry and exit after hours.
- Areas should be able to accommodate a large number of book bins and carts. Library staff should provide space needs for this.

Book Return

- Locate the book return to allow books to drop into the building.
- Provide in-wall exterior returns that are adjacent or easily accessible to parking.
- Do not use free-standing exterior book returns.
- The Contra Costa County Library does not use AMH (automatic materials handling) systems.
- Ensure that in-wall returns have adequate space on the staff side for a large, standard-sized bin to be placed below the book chute (an ergonomic issue). Consult with library staff to ensure that enough space is provided for the book return area. Ensure that bookdrops are lockable.



An example of adequate clearance not being provided for a bin below the book drop. A cushion was placed on the floor to receive the dropped books, which must be collected up by staff (an ergonomic issue).

Book Processing

- Provide adequate space and equipment for book processing in staff areas. This may entail space for book carts, a large worktable, chairs, and shelving.

Staff Workroom

- Provide sit/stand workstations
- Provide bulletin board space for staff at office areas.
- Storage. Work with library staff to determine staff storage needs.
- Private Offices. The Library Manager should have a private office. At minimum, provide sit/stand workstations, storage, and guest seating. Consult with library staff about specific needs.
- Private Meeting Spaces. Staff will need a private, enclosed space to take online meetings. This space should seat 1-4 people, depending on space available, and should be equipped with power, data and adequate ventilation.

Staff Support Spaces

- Staff Lounge
    1. Staff kitchenette should include countertops, cabinetry, refrigerator, microwave, sink, general storage, bulletin board space, and adequate space for recycling center.
    2. Staff break room should include a table and chairs as well as comfortable lounge seating where space allows.
- Provide a private locker for each staff member.
- Staff restroom. See 2. Public Spaces—Restrooms.
- Provide a wellness/lactation room for staff. This room should include a lounge chair and ottoman or a recliner chair, a mini fridge, a side table, and electrical outlet access.

Friends of the Library

- The Friends of the Library bookstore should not exceed 3% of the total square footage of the Library. This percentage includes any associated storage and work areas.

Janitorial

- Provide designated storage space for janitorial supplies (supplies cannot be stored in mechanical/electrical rooms). Janitorial spaces should include a mop sink and shelving, and walls should be finished in FRP (fiberglass-reinforced paneling).
- Public programs that require food service need to comply with current Health Department requirements for preparing and cleaning up food.



Image of Lafayette Library staff breakroom

4. FURNITURE

Furniture Types

- Provide a mix of furniture types throughout the library.
- Lounge furniture
    1. Avoid furniture that allows patrons to lie down, such as sofas and long benches.
    2. Avoid throw pillows or loose cushions.
    3. Provide a mix of styles for a variety of ages, abilities, and sizes. Provide some lounge furniture with arms to support an upright seated position for older patrons. Chairs should have a minimum weight limit of 300 lbs.
- Tables
    1. Reader tables should be mainly 2- and 4-person tables.
    2. It is recommended that at least 30 inches of width be provided for each seat at the table to maintain comfortable personal space distances between patrons.
    3. Provide sit to stand tables as needed for ADA access.
- Chairs
    1. A mix of armchairs (30%) and armless chairs (70%) is recommended to support varying sizes and abilities of patrons. Chairs should be ergonomically comfortable to accommodate long periods of work or study. Chairs should be lightweight and easy for patrons to move.
    2. Reader chairs refer to non-lounge chairs that are generally paired with tables. They are fixed in height and do not have casters. Generally, they are wood.
    3. Computer chairs refer to non-lounge chairs that sit at tables with computers. They may have height adjustability and be on casters.

Minimum Standards for Warranties

- All furniture specified should come with a minimum 10-year warranty.

Replacement Schedule

- Furniture should be replaced on an as-needed basis depending on how heavily it is used, how and where it is used, and cleaning protocol.
- In general, upholstered pieces that have a resilient textile with a backing, that are cleaned properly, and that are not exposed to food or drink regularly should be replaced or assessed for replacement after 10 years.
- Tables and chairs, especially wooden ones, can last a lifetime if cared for properly and serviced when broken. It is important to be diligent about warranties and non-obsolescence clauses when selecting furniture pieces, especially those that will be used for a lifetime.

Furniture Location

- Furniture should be movable by staff where possible.

Power Access

- It is recommended that every reader table in the adult and teen areas have an in-surface power module. It is also recommended that at least 50% of the lounge seating in these areas have direct access to power (via wall or floor outlet or mobile power module).

Fabrics & Finishes

- Cleaning guidelines
    1. Specify bleach-cleanable fabrics whenever possible, even if staff does not clean furniture with bleach, because patrons may bring and use bleach wipes. Light colored fabrics should not be used.
    2. Specify a moisture-barrier backing for woven fabrics whenever possible.
- Non-woven fabrics (e.g., silicone, polyurethane, vinyl) are recommended for surfaces that patrons will sit on or touch frequently. Woven fabrics may be incorporated in less touched areas, such as on chair backs, or as accents.
- Durability
    1. Fabrics that meet a minimum of 100,000 double rubs in the Wyzenbeek abrasion test are recommended.
    2. Non-woven fabrics should meet all current requirements for hydraulic testing according to ISO 1419 or ASTM D3690, to avoid delamination.

5. SHELVING

Heights

- Shelving heights should coordinate with accessible reach ranges and eye levels for the age group they serve.
- Shelving should not interfere with staff visibility and sightlines.
- Shelving height guidelines:
  1. Adult and YA Collections: 5 shelves, 66" high
  2. Juvenile Collections: 5 shelves, 54" high
  3. Early Literacy Collections: 3 shelves, 42" high

Manufacturers

- Library staff can recommend preferred and vetted vendors.

Fixed Wall Shelving

- Fixed wall shelving should not exceed 6 shelves high and should be anchored to the wall to meet seismic standards.
- The lowest shelf should not be used for books except in children's and teen areas. If it is necessary to place books on lower shelves in adult areas, use sloped base shelving that is higher off the floor and angled outward for easier access.

Mobile Shelving

- Limit the width of each mobile shelving unit to 2 ranges where possible, otherwise shelving may be too heavy for staff to move.
- Mobile shelving heights must not exceed 59 inches, per code requirements.
- Lower-shelf guidelines for mobile shelving are the same as for fixed shelving (see **Fixed Wall Shelving** in this section).
- **Finish guidelines**. For metal shelving, choose from manufacturers' standard colors (no custom colors).

Children's Shelving

- See **2. Public Spaces—Children's Spaces**.

Magazine & Display

- Display shelving should be mobile and allow for books to face outward. Locate some display shelving near the library entrance.
- Magazines should be stored and displayed in clear acrylic boxes that sit on the shelves. Flip-up perioidcal storage should be avoided.



Examples of mobile display shelving.

COLLECTION DEVELOPMENT PLAN

August 2025
Subject to Staff Revision

CONTRA COSTA COUNTY LIBRARY
Bringing People and Ideas Together
ccclib.org

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APPENDICES 32

Library Mission Statement and Collection Development Goals

Mission Statement

Bringing people and ideas together.

Collection Goal

Providing access to information that meets the myriad needs of a diverse community.

Collection Objectives

Library Collections are developed and maintained in a manner that supports the informational, educational, recreational, and cultural curiosity of the community. They represent diverse points of view and may include materials that some members of the public consider to be controversial in nature. The Library ensures that resources are accessible and available in a timely manner by providing multiple formats, languages, and ways to access information.

Purpose of the Collection Development Plan

The purpose of the Collection Development Plan is to provide Library staff and the communities they serve with a document that informs and supports the development of library collections. The plan is a flexible guide to collection development activities, balancing local community library decisions with those of the system as a whole. The plan reinforces the complementary nature of the diverse community library collections in order to best support library users throughout the county. The plan defines the nature and scope of library collections, establishes collection priorities that will correct weaknesses and maintain strengths, and sets standards for the inclusion and exclusion of resources.

The Collection Development Plan is a direct result of the Collection Development Policy approved by the Board of Supervisors of Contra Costa County on November 16, 1999.

See Appendix A: Board of Supervisors Resolution 99/595—Collection Development Policy for a full copy of the policy.

Chapter 1: Library and Collection Overview

The Contra Costa County Library—Past and Present

The Contra Costa County Library has a rich tradition of library service. It was founded in 1913, the first year of a new commitment to countywide library service. By the 1920s, there were over forty community libraries and service to sixty-four public schools as well.

During the years following World War II, the library began to change to reflect the newly developing suburban nature of the county it served. The very first branch librarian started working in the El Cerrito Library in 1949. Service to school libraries stopped in 1953.

The suburban profile of the county led to an ambitious building program that began in the 1950s, which resulted in the construction of most of the library buildings in use today. The passage of Proposition 13 in 1978 put an end to this rapid expansion.

The Contra Costa County Board of Supervisors serves as the governing board for the Contra Costa County Library. In 1997, the Library was divided into five regions based on geographical location (Central, East, Lamorinda, South, and West). As stated in the Appendix A: Board of Supervisors Resolution 99/595—Collection Development Policy, the legal responsibility for the selection of library resources rests with the County Librarian.

The Collection

Individual community library collections contribute to the total scope of the county library's holdings. Their primary role is to feature current, high-demand, and high-interest materials in a variety of formats for all ages, in addition to some retrospective titles, periodicals, and reference support.

The scope of the collection changes over time as the needs and makeup of its users change. Financial limitations must be acknowledged with as little deprivation to community needs as possible. A materials budget must respond to the addition of new formats and the evolving needs of underserved populations.

General Collections

The Contra Costa County Library collection is composed predominantly of circulating fiction and non-fiction materials which meet the recreational, educational, and instructional needs of the community. For purposes of selecting library resources for its patrons, the library recognizes three distinct age-levels:

- The Children's Collection is defined as resources that serve a population from birth through middle school and their adult caregivers
- The Young Adult Collection is defined as resources that serve a population from middle school through high school.
- The Adult Collection is defined as resources that appeal to any reader beyond the Children's and Young Adult collections.

Every community library has adult, young adult, and children's materials that comprise a core collection. The core collection consists of those materials and subjects that meet the fundamental information needs of the community. Core collections include circulating and non-circulating materials in all formats, including access to electronic resources. Core collections are designed to appeal to browsers as well as to patrons that enter the library looking for specific material.

This core collection can also be described as demand-based and actively used. Core collections are maintained and reinforced as part of the ongoing collection development process. Statistical analyses of circulation patterns, such as turnover rate, are considered during the annual review of what constitutes a core collection.

Centralized selection ensures that each community library meets its minimum core collection level. It is recognized that maintaining the balance of these collections is an on-going process.

Floating Collection (“iFloats”)

In a floating collection, materials are not owned by a particular community library but are shared by all the libraries. There are several reasons for maintaining this type of collection:

- To build on countywide collection development planning
- To refresh and revitalize the materials at each location
- To increase the availability of items by reducing the time spent “in-transit”
- To provide faster service for patrons to receive materials
- To reduce the library’s carbon footprint by limiting deliveries

In a floating collection, items do not have a permanent home. When a patron returns an item, it is shelved at the location where it was returned. Similarly, un-retrieved holds on floating items are re-shelved at the requesting location. In both these cases, the catalog automatically updates the item’s record to reflect its new library location. Every community library thereby plays host to a variety of items in the floating collection at any given time.

At the Contra Costa County Library, items in this collection are designated with the term “iFloat”. The collection includes all audio-visual material and additional popular material purchased centrally.

Reference Resources

Reference materials are part of the Library’s circulating collection. They can be checked out like other library materials. Reference materials that circulate allow the broadest range of use for these often-expensive items.

Electronic Resources Collection

The importance and availability of electronic resources affects all aspects of collection development. Electronic resources transcend the physical boundaries of the community libraries and fulfill the goals of lifelong learning, connectivity, and access articulated in Contra Costa County Library’s Strategic Plan.

Electronic resources appeal to a large segment of the community and satisfy user demand for information. Electronic resources offer unlimited and remote access to simultaneous users, support equal access for all to a countywide reference collection, and provide cost effective means of providing quality information at the point of service.

eMaterials

Electronic or digital versions of various library formats are useful for meeting reference and entertainment needs and offer several advantages over conventional physical formats. The advantages include a self-service collections with 24/7 availability that customers can browse, select, check out, stream, download, and/or listen to, on a personal device. The library's collections include versions of popular and established titles covering a multitude of subjects and target audiences.

Purchases of electronic or digital versions may serve Library users better than the purchase of a single hard copy title. eMaterials expand a collection without needing physical space. eMaterials allow the Library to enhance the collection by providing additional access to titles in high demand and by providing countywide access to titles not represented in all libraries.

Federal Government Publications Collection

The Costa County Library has been designated a Federal Depository Library for the Tenth Congressional District since 1964. As a designated selective federal depository, the Library's mission is to make government publications freely available for the use of the general public, and to meet the government information needs of the people who live and work in greater Contra Costa County.

In 2008, the Library began to emphasize the online electronic format to maximize both accessibility to government publications by County libraries and cost effectiveness in Library collection development. Government documents, including those in electronic format, are cataloged to promote public access.

The Library's government collection may include census publications; tax publications; legislative proceedings, statutes, codes, and regulations; Supreme Court opinions, treaties; budgets and financial reports; labor, education, criminal justice, and health statistics; trade data; military histories; geological and environmental publications; topographic maps, flood zone and other hazard maps, county ordinances, Board of Supervisors agendas, and grand jury reports.

See Appendix B: Federal Government Publications Collection Development Policy

Special Collections

Occasionally, a community library that serves a unique population will maintain a special collection. The determination to build and maintain new special collection areas is carefully considered. Factors include community interest, available and sustainable local funding, physical space available, the existence of accessible specialized resources in other area libraries, and the realities of budget limitations.

Interlibrary Loan through LINK+

LINK+ (Link Plus) is a cooperative project among participating public and academic libraries in California and Nevada. LINK+ provides patrons of Contra Costa County Library with access to books and materials that may be outside of the scope of the Library's collection or otherwise unavailable for acquisition. The service is free and allows patrons to directly search for and request items with their Contra Costa County Library card.

Budget Allocation

County funds for purchase of library resources are allocated to each community library based upon circulation, service area population, and any other appropriate measurements as determined by Library Administration. The expenditure of these funds is the responsibility of the Collection Development Department. Expenditure of non-County funds, including those from Friends, grants, community groups, and library foundations, is the responsibility of the recipient community library.

Chapter 2: Collection Assessment

Library collections need continuous evaluation in order to meet the library mission and collection goals. Collection assessment is an organized process for systematically analyzing and describing a library's collection. Assessments help clarify collection development goals and provide data that can be used to set funding priorities.

Statistical tools such as circulation reports, collection turnover rates, patron surveys and staff suggestions should be used to determine how collections are being utilized and what changes should be made to meet shifting patron needs.

User Surveys

A user survey is another tool to assess library user satisfaction with resources and services. Every 3 to 5 years, user surveys are scheduled and conducted countywide to assess satisfaction and needs against collections and services.

Non-User Surveys

To be effective, collection development must be responsive to the total community's needs, not solely to those of the current or most active users. To better realize the library's mission of bringing people and ideas together, the library assesses the needs of non-users in its community.

Suggestions for Purchase

Patrons and Staff are encouraged to submit a Suggestions for Purchase request to inform Collection Development staff of potential need for specific titles or subject matter.

Chapter 3: Materials Selection

Materials selection is the heart of the collection development process. Skill, knowledge, and the proper tools are necessary to make decisions that will accurately meet community needs.

The library strives to balance current, high-demand materials with those of proven, long-term interest. The library also must balance entertainment materials with informational, educational, and self-improvement materials.

Anticipated demand, media attention, subject need, and patron requests are utilized in making selection decisions. Selection decisions are based upon patron interests and the need to provide a choice of format, level of difficulty, and diverse points of view on a given topic.

Responsibility for Selection

Administrative and operational oversight is provided by the County Librarian, who delegates the selection process to staff: the Collection Development Manager, the Collection Development Staff, the Collection Development Committee, and collection planners. Additional administrative and operational oversight is provided by the Deputy County Librarian of Support Services.

Collection Development Committee
The Collection Development Committee consists of the Collection Development Manager, the Collection Development Specialist, the Deputy County Librarian for Support Services, and a select group of staff.

The Collection Development Committee provides a team approach to collection development work. Committee membership rotates through the community library based collection planner staff, with members serving at least a two-year term. The committee assists with special projects as needed and provides regular evaluation of the Collection Development Plan.

Deputy County Librarian for Support Services
The Deputy County Librarian sets the Collection Development Committee's direction, creates goals and objectives, and ensures that Committee decisions support the Strategic Plan.

Collection Development Manager
The Collection Development Manager coordinates the work of the department and committee in order to achieve a centralized collection development approach. The Collection Development Manager also works with vendors on selection and acquisitions issues and projects.

Collection Development Specialist
The library's Collection Development Specialist serves as the chair of the Collection Development Committee and oversees the work of the Collection Planners.

Collection Development Staff
The Collection Development staff supports the Collection Development Department in a wide array of duties and special projects, which ensures a strong and accessible collection.

Collection Planners
Collection Planners are assigned responsibility for portions of the collection by genre or subject area. Each Collection Planner is directly responsible for the selecting of materials for their assigned section of the collection.

The Collection Development Manager may offer libraries the option to select materials for special collections or replacement orders. Community Library Managers may delegate the selection responsibility to staff at their libraries. These selectors are responsible for discretionary selection of resources for inclusion in their respective collections, including material that may not be available in other community libraries. Community Libraries are responsible for local input on collection areas that are selected centrally.

Selection Criteria

Librarians apply their professional judgment and experience in selecting resources according to the general criteria listed below. All criteria do not apply to each selection. No single criterion is applicable, although total content and cost are highly considered in all selection decisions. Works that reflect life are not necessarily excluded because of frank language or controversial opinions. The Library has a responsibility to protect intellectual freedom by providing access to materials with diverse points of view. Resources are judged as a whole, rather than on isolated sections. While librarians consult reviews and other evaluative sources, demand takes precedent.

AI Generated Material

The library's preference is to not collect AI generated or narrated works, where AI is defined as computers performing tasks which are ordinarily undertaken using human intelligence and creativity.

Potential dangers of AI generated material include:

- Threatening of the livelihood of writers and artists
- Violation of copyright by using data without permission
- Inaccuracy of data/information
- Failing to acknowledge sources

The Library recognizes that AI, like all technology, is a tool, one that may be utilized by original authors to assist in creating, editing, and narrating their works. Because of this reality, the library will review AI generated or influenced titles on an individual basis to determine if they meet collection development plan criteria. These titles may be added to the collection in the service of public interest.

The library will continue to support and prioritize original works by human authors within the larger goal of protecting creativity and the arts as an essential part of a healthy society.

General Selection Criteria

The general criteria listed below apply to all age-levels and formats. The sequence of these criteria is not an indication of their relative importance. All criteria do not apply to each selection.

- Relevance to diverse populations
- Current and historical significance/document of the times
- Critical praise/notice/literary merit
- Usefulness
- Appropriateness of format
- Availability of resource in other libraries
- Space and budgetary considerations
- Reputation/importance of the author/artist
- Objectivity
- Collection balance/minority point of view
- Value of resource in relation to cost
- Local interest (subject, author, publisher)
- Relationship to the existing collection
- Currency of information
- Permanent value as standard work
- Readability/appropriateness for audience
- Reviews from reputable resources

Multiple Copies

The library seeks to offer access to as many copies of desirable titles as possible to meet demand. The recommended ratio of patron reserves to number of copies of an item is 5:1. However, this ratio cannot always be met due to budget limitations.

Self-published or Self-submitted materials

Self-published or self-submitted materials are subject to the same guidelines as the general selection criteria outlined in this document. For an item to be considered the following criteria must also be met:

- Handled by a professional publishing and editing firm AND
- Reviewed in a library journal, national publication, OR local media (Bay Area newspaper, television or radio station, etc.)

Crowdsourced reviews, such as those found on Amazon or Goodreads will not be considered because there is no objective standard for reviews from these sources. Because self-published materials often require original cataloging, there are additional costs associated with integrating such materials into the collection and these may affect the outcome of staff assessment of self-published materials.

Public Service staff are not responsible for assessing the materials. Items accepted for consideration are not guaranteed placement in the collection. All decisions are handled by the Collection Development Department.

See Appendix C: Local Author Submission Information

Electronic Resources Selection Criteria

Electronic resources must comply with the selection guidelines and meet the goals of the Library's overall strategic plan. Due to the special nature of electronic resources in comparison to traditional print and audiovisual materials, additional selection criteria are necessary. In some instances, the cost benefits of online versus print access or a combination purchase of the two formats will be evaluated.

The Electronic Resources Specialist maintains and develops the Electronic Resources collection under the guidance of the Collection Development Manager.

The Electronic Resources selection criteria are separated into the following subsections. The Library may conduct a staff and/or public trial to better evaluate the resource.

General

- Augment, fill a gap, and/or maintain the currency of the collection
- Superior to current subscribing database
- Community demand
- Supplant a print equivalent
- Offer added value and advantages over the print equivalent
- Target a new service population
- Reviewed by professional journals
- Contain limited commercial content or requests for additional cost-based access

User Interface

- Site is logically laid out and intuitive for searching
- Compliant with current accessibility standards
- Both the novice and expert user can search the resource
- Provide the appropriate search tools to locate desired information
- Provide clear prompts and messages
- Offer emailing, printing, and downloading capability
- Level of training required for the staff and public to use the resource

Technology

- Remote access and simultaneous users
- User authentication compatible with Library practices in safeguarding patron privacy
- Compatible with the Library's existing and/or future hardware and software
- Support Library branding
- Reliable and stable, especially during peak usage hours
- Vendor maintenance should minimally impact database usage
- Monthly statistics of remote and in-house usage are available and easy to access

Vendor Considerations

- Reputable and known within the library/information community
- Reliable in customer support
- Offer staff and/or public training
- Provide marketing materials that can be branded and distributed

Continual Evaluation of Existing Electronic Resources

Because of the relatively high cost of these resources as well as the desire for the Library to provide the best, most focused electronic collection possible, evaluation of existing subscriptions needs to be ongoing. The Library will monitor the usage of electronic resources through monthly statistical gathering. Existing electronic resources are continuously evaluated and reports of negative changes or lack of use impact the decision regarding retention.

Gifts and Donations

The Contra Costa County Library welcomes monetary gifts to support its collections. Unless designated to a specific location, all gifts become part of the county's general collection budget and are used to purchase resources that will be made available to users countywide, at the discretion of the Collection Development Department. The library provides a written acknowledgment of all monetary gifts.

The library does not accept gifts or donations of physical materials. Such donations may be given to a Friends of the Library organization for their book sales or other use as the organization chooses.

See Appendix D: Gifts and Donations for more information.

Chapter 4: Collection Formats

Library staff continually evaluate new technology and new formats. Formats are chosen based on: ease of use, demand, cost, space requirements, ease of processing, and durability.

New formats are considered for the collection when it is evident from patron surveys, local requests, or industry reports, there is real or anticipated demand for the new format and that the community has the necessary technology to make use of that format. Formats currently collected by the library include:

- Book
- Compact Disc (CD)
- Digital Video Disc (DVD)
- Electronic Resources
- Large Type
- Periodicals

The library may stop collecting formats due to factors such as declining use, obsolescence, or licensing issues.

Books

Books are generally purchased in hardcover editions because of their durability. However, paperback editions are also purchased, and are preferred in cases where the hardcover edition is extremely expensive or no longer available.

Compact Discs (CDs – Music and Spoken Word)

Compact discs are purchased because of their durability and their continued position as a popular format for music and audio books. Music compact discs must be album-length; no compact disc singles or abridged fiction audio books will be added to the collection.

Digital Video Discs (DVDs)

Digital videodiscs are purchased for both the adult and children's collections. Preference is given to wide screen editions, although full screen editions are also added. The library does not purchase Blu-Ray editions of DVDs.

Electronic Resources

Includes digital resources and materials such as databases, newspapers and magazines, eBooks and eAudiobooks, and government documents.

Large Type

Materials in this format are published with larger fonts to meet the varied needs of all readers. Large Type materials are purchased in hardcover and paperback.

Periodicals

Print magazine and newspaper subscriptions vary by location. The number of subscriptions at a particular library depend on community needs, space, and budgetary limitations. Total holdings per location are not to exceed 25. Depth of back files is standardized to:

- One year plus current year for monthly and quarterly titles
- Six months plus current month for weekly and bi-weekly titles

Chapter 5: Subject Areas

Library collections are designed to reflect the broad range of community needs in Contra Costa County. Subject Area descriptions provide guidelines for the selection of materials that comprise the various age-level and topical collections that are designed to satisfy those needs.

Subject area refers to a particular section of the collection that contains similar content or format. Subject areas may overlap. These descriptions may be updated as data and information that reflects community needs changes.

The descriptions on the following pages specify the library's practices for individual subject areas, organized by collection. Information on the weeding of these subject areas is discussed separately in Chapter 6: Collection Maintenance.

Adult Collections

The adult collection of the Contra Costa County Library reaches a broad range of users that comprise the County's large and diverse population. Primary emphasis is on popular educational, recreational, and informational resources.

Adult Fiction

The chief purpose of the fiction collection is to provide patrons with a range of popular titles for recreational reading. Multiple copies are purchased as demand and budgetary factors allow. The library subdivides Adult Fiction into separate collections: General Fiction, Mysteries, Romance, Science Fiction, Westerns, Short Stories, and Graphic Novels. For the convenience of browsers, three of these collections—Mysteries, Science Fiction, and Graphic Novels—are shelved separate from the rest of the collection.

General Fiction

The library mainly purchases best-selling novels, popular authors, books that receive favorable reviews in professional media, and books selected by national book clubs. Works of historical and literary significance are also purchased in support of local school curricula and self-education. New editions are added as needed. Focus is on providing multiple copies of popular titles within budgetary limitations.

Mysteries

Mysteries are the library's most frequently circulated fiction genre. Both contemporary and established mystery authors are included.

Romance

The romance genre encompasses fictional stories of love and relationships set in contemporary or historical periods.

Science Fiction/Fantasy

Science fiction covers stories and themes about the imagined future as well as variations on our own culture and society. Fantasy is a mixture of magic, romance, historical fiction, and fairy tales set in another place and time.

Short Stories

In general, selection of short stories is restricted to major authors, award-winning collections, or highly acclaimed titles. General short story collections are given a separate classification for browsing purposes. Genre story collections such as mystery or science fiction are not shelved in the general fiction collection but rather with their respective collections.

Graphic Novels

The graphic novel is defined as a book-length illustrated narrative. Due to the often-mature subject matter of graphic novels, every new series is reviewed by staff to determine appropriate placement within the Adult, Young Adult, or Children's collections. Compilations of comic strips are shelved in the general nonfiction collections.

Adult Non-Fiction

Generalities 000-099
This collection focuses on technological resources for the home and business user. There is also substantial interest in unexplained/extra-terrestrial material. In addition, practical and theoretical works in publishing, journalism, and Library Science are collected here.

Philosophy and Psychology 100-199
This section contains popular works of philosophy and psychology. Areas of high interest include philosophy, witchcraft, parapsychology, astrology, and relationships.

Religion 200-299
General religious and spiritual works and world religions are the core of this section. Scriptures of different religions, works on atheism, popular works of spiritual interest, books on cults, and works of mythology of different cultures are represented. Although some titles which are published by a religious institution itself may be part of the collection, proselytizing works will generally be excluded in favor of works that present an unbiased, informative point of view for the general reader.

Social Sciences - 300-399
The social science collection includes a wide variety of topics: education, crime, armed forces, law, civics, sociology, etiquette, race and ethnicity, economics, personal finance, conservation, gender and sexuality, careers, folklore, and customs. Occupational and educational test preparation material is also found in this area. These resources cover topics of general interest and do not include academic/scholarly works or textbooks.

Language 400-499
This collection consists of dictionaries and instructional material on language and grammar. Materials on English for native English speakers as well as for those learning English as a second language are included. Learning materials for major world languages and American Sign Language are represented at a beginning level.

Pure Sciences 500-599
The science and math collection is designed to meet the needs of both students and lifelong learners. Included are both popular technical subjects and some more detailed or specialized treatments. The collection includes a sizeable number of science fair project books, general math books, and material on animal and plant life.

Applied Sciences 600-699
The applied sciences encompass many subjects of popular and high consumer interest, including cooking, health and medical subjects, parenting, gardening, employment, engineering, and home improvement. These materials tend to be aimed at the general public seeking information on a non-professional level.

Arts and Recreation 700-799
This section encompasses a broad variety of arts: fine, visual, performing, decorative, and recreational. These include sports, crafts, interior design, popular culture and entertainment, graphic arts, comics and cartoons, antiques and collectibles, home landscaping and architectural design. The materials in this section are selected for general popular use.

Literature 800-899
The literature collection includes writing guides and style manuals, literary history and criticism, humor, plays, poetry, speeches, and essays.

Geography, History, and Travel 900 - 999
This collection consists of popular works intended for a general audience, supplemental material to support student learning, and current travel guides for international and national locales. Local history includes resources on Contra Costa County and surrounding communities.

Biography

This collection consists of nonfiction materials about people from all walks of life and spans early history to the present. Autobiographies and biographies are included here. Most works in this collection are popular materials appropriate for a general audience. Memoirs and collected letters are shelved in their corresponding Dewey range.

Large Type

The large type collection is primarily a duplication of titles already in the library in standard type. Popular and genre fiction, biographies, travel memoirs, self-help, medical, humor, and assorted other popular works make up the majority of the collection.

Adult Audiovisual

Film and Television
The collection for adults contains feature films, television programming, and informational videos in DVD format. The collection emphasizes feature films, including current popular interest titles and classic and contemporary cinema from around the world. Informational titles include such subjects as travel, parenting, documentaries, and the arts. TV programming includes cable and network series, and streaming series when available for purchase.

Audio books
The audio book collection consists of both fiction and nonfiction materials. The fiction area includes contemporary and established fiction with an emphasis on contemporary works. Works of fiction are represented in unabridged versions. The non-fiction collection covers a range of subject areas including best sellers, instructional, and self-improvement topics.

Music
The adult music collection covers all genres of music, including classical, pop, rock, R&B, country, jazz, blues, reggae, world, and soundtracks.

Periodicals

The collection consists of popular titles in a broad range of subject areas.

Young Adult Collections

The Young Adult Collection strives to meet the diverse needs and interests of the County's young adult population. The primary focus is on fiction, with some nonfiction titles on popular topics.

Young Adult Fiction
This collection supports age-appropriate materials for teens and young adults that meets the multifaceted educational, recreational, and developmental needs of this dynamic age group.

Young Adult Nonfiction
This collection generally supports recreational reading needs. Preference is given to shelving nonfiction materials within the adult collection.

Children's Collections

The purpose of the children's collection is to serve the community in its diverse informational and recreational pursuits. The children's collection in the Contra Costa County Library serves a population from birth through middle school and their adult caregivers. The library makes efforts to support local academic curricula.

Children's Fiction

Picture Books
The picture book is a fiction title with the emphasis on the illustrations. Text, vocabulary, and concepts are suitable for preschool age children to early elementary. This is a broad category of books covering many subjects of interest to young children and their families.

Early Reader Fiction
This collection serves the needs of children who are just learning to read. It includes easy to read books with few words on each page and short chapters. These books have controlled vocabulary, large print, and visual cues for the text. They are an introduction to independent reading. Early Readers are shelved separately from the children's picture books and the children's fiction.

General Fiction

The children's fiction collection is comprised of titles meeting the recreational and educational needs of students with elementary through middle school reading levels. Effort is made to include all books that have won children's literary awards to satisfy the demand of recreational readers and to support class assignments.

Children's Nonfiction

General Nonfiction

The children's nonfiction collection includes materials that meet the informational, educational and recreational reading needs of children in elementary through middle school.

The demand for browsing material is continuously balanced against a significant need for homework support materials. Popular topics such as magic, jokes, sports, crafts, comic strips, fairy tales, and folklore comprise a sizeable portion of the collection. The California school curriculum is another important force in shaping the nonfiction collection. Annual assignments such as history, animals, U.S. states, science experiments, and ancient cultures require circulating materials in significant quantities.

Children's Audiovisual

The children's collection includes popular movies, animated feature films, as well as nonfiction and instructional DVDs.

Board Books

Children's board books are made of sturdy material for babies and toddlers. The text is minimal, with few words on a page or none. The purpose of the Board Book collection is to introduce books to babies, toddlers, and their parents, and to encourage families to read together. Board books are shelved separately from the children's picture books and the children's fiction.

Periodicals

The children's periodical collection supports the recreational, informational, and educational needs of children through middle school.

Special Collections

The Contra Costa County Library maintains special collections that reflect the local community, history, and heritage. Special collections supplement the general collections. These collections, except for that of Project Second Chance, are accessible to all library users.

A special collection may be a unique, self-contained, one-of-a-kind, irreplaceable resource with no need for further development, requiring appropriate preservation measures, or it may be a collection unique to one or more community libraries that requires continuing maintenance and collection development. Select items in these collections may not circulate.

Guidelines for Implementing a Special Collection

The implementation process is carried out in consultation with Library Administration and Collection Development staff to ensure project sustainability and congruence with the Library's mission and policy.

The following special collections are currently significant library resources:

- Stories to Go
- Government Documents/Local History
- Genealogy at Walnut Creek Library
- Community Languages
- Jazz at San Ramon Library
- Lite Reads
- Library of Things
- DeLoach and Troy LGBTQ+ at El Cerrito Library
- African American at Hercules Library

Stories To Go

The Stories to Go program provides early literacy kits designed for use with children 2-5 years old. The materials in the Stories to Go program kits are chosen to augment early exposure to literature. Themed kits include stories, activities, and toys, and are designed to encourage interactive storytelling. The focus is on books with multicultural themes, characters, faces, or situations.

Government Documents and Local History

Federal Government Publications Collection

The Costa County Library has been designated a Federal Depository Library for the Tenth Congressional District since 1964. As a designated selective federal depository, the Library's mission is to make government publications freely available for the use of the general public, and to meet the government information needs of the people who live and work in greater Contra Costa County.

In 2008, the Library began to subscribe to Marcive's Documents without Shelves. The service ensures the library maintains Depository status by providing open access to federal documents through the Library catalog. The online electronic format maximizes both accessibility to government publications and cost effectiveness in Library collection development and replaces the need for an expansive physical collection. The Library is now recognized by the Federal Depository Library Program (FDLP) as an electronic depository with a small collection of historical government information in print format.

Responsibility for collection development and maintenance of the documents collection officially rests with the County Librarian and is delegated to the Collection Development Manager. Selection policy, criteria, and goals and objectives must meet any requirements necessary to maintain depository status, and they must also be consistent with the library's overall mission and collection development policy and plan. The collection emphasizes reference, statistical, and popular materials over those for instructional or research purposes.

Community Library Government Document Collection

Most community libraries have a Government Documents section that houses documents from the local municipal government, other governmental agencies, and local industries. The extent and types of material in each library varies depending on local regulatory guidelines.

Local History

Local History collections can be found in most community libraries and are maintained by branch staff.

Genealogy

The genealogy collection at the Walnut Creek library is a large collection of resources that includes books, pamphlets, newsletters, magazines, and microform. The collection was originally established by members of the Contra Costa County Genealogy Society. The books are of a general genealogical nature and relate directly to the study of or search for lineage or family or individual ancestry. The collection emphasizes American genealogy and includes genealogies for specific geographical regions, family histories, military members, immigration/passenger records, church records, and ethnic genealogies.

Community Languages

Community Language collections offer material for adults and children in various formats and are housed at the community library level depending upon the local demographics and the identified local need for substantial material in a particular non-English language. Distributed throughout the county are distinct collections of Chinese (simplified and traditional), Russian, Spanish, Filipino, Vietnamese, Korean, Hindi, and Farsi.

Jazz

The Jazz Collection at San Ramon resulted from the community library's successful competition for the Smithsonian Institution's first jazz exhibit. Recording companies and performing artists first contributed over 400 CDs to the library. Funds from the exhibit helped to acquire additional CDs, videos, books, and sheet music to form a special collection of unusual strength and breadth. Collection development and maintenance is the responsibility of the San Ramon Library staff.

Lite Reads

Lite Reads is a collection of titles curated specifically for new adult readers. It features books with simple vocabulary and short chapters while maintaining high interest and relevant storylines for adults. The Lite Reads collection is easily browsable and featured regionally throughout the County.

Library of Things

This collection is comprised of non-traditional items available for patrons to borrow, including ukeleles, stocked backpacks for hiking, energy efficient tool kits for homes, C-pen readers, STEAM kits for kids, Raspberry Pi coding kits, wi-fi hotspots, and California State Park entrance passes.

DeLoach and Troy LGBTQ+

The DeLoach and Troy collection, established in 2018, is a collection of materials for all ages that includes fiction and nonfiction materials relating to gender identity and sexual orientation. The collection was created from a donation from El Cerrito community members Eugene S. Troy and James S. DeLoach. Collection development and maintenance is the responsibility of the El Cerrito Library staff.

African American

The African American collection was founded at the inception of the Hercules branch in 2006. This collection exists to serve as a resource for the African American community in Hercules and for all residents of Contra Costa County of every background. The purpose is to highlight, reflect, and share the history and culture of the African American community in the United States, and features many of the voices, experiences, and intersections that make up this specific community. Collection development and maintenance is the responsibility of the Hercules Library staff.

Juvenile Hall Outreach

The Contra Costa County Library manages a special collection for incarcerated teens at the John A. Davis Juvenile Hall in Martinez. The Juvenile Hall library has its own collection development plan. However, residents may also request books from the County library system provided they meet Juvenile Hall's collection development criteria.

Betty Frandsen Library at John A. Davis Juvenile Hall
The John A. Davis Juvenile Hall is a maximum-security facility for juvenile offenders up to age 25. In November of 2006, the Betty Frandsen Library was established at Juvenile Hall with the mission of promoting a love of literature and reading, supporting the school curriculum, and encouraging the development of a lifelong habit of self-directed learning. The library is operated jointly by a Librarian, Probation Department staff, and volunteer staff. The librarian is chiefly responsible for the selection of materials which meet the educational, informational, recreational, career/vocational, and personal needs of its users. Certain materials are prohibited from the collection and may include hate literature; materials that promote or glorify gang activity; violence; drug and alcohol abuse/use; irresponsible sexual behavior; materials that are predominantly sexually graphic; telephone books; newspapers; and movies rated higher than PG-13. This library maintains its own site-specific policy document with specific guidelines for the selection of materials, reconsideration of materials, and circulation and visitation procedures.

Project Second Chance

Project Second Chance (PSC) is the Library's adult literacy program. It trains community volunteers to provide one-on-one literacy tutoring to people sixteen years of age or older and out of high school. The program is headquartered from a non-library location in Concord and has offices in the Antioch, Brentwood, Pleasant Hill, and San Pablo Libraries.

PSC resources are purchased specifically for the program's learners and tutors. The PSC collection of instructional materials includes textbooks, workbooks, and teacher's guides; hands-on manipulatives; online learning programs; audiobooks; and collections of poetry, essays, novels, and works of non-fiction written for adult learners. These items are not listed in the Library's catalog and may not be borrowed by the general public.

Chapter 6: Collection Maintenance

Weeding (De-Selection)

Weeding is an essential element of collection development that ensures that Library materials are useful and accessible. Collections evolve over time to meet changes in community needs and to reflect the Library's goals.

Weeding is an evaluation of resources intended to remove items that are no longer useful from the collection. When libraries do not weed regularly or consistently, customers have trouble finding interesting and relevant materials. Removing outdated or worn-out items makes the collection more accessible. Library staff may withdraw and discard materials when they are obsolete, little used, in unusable condition, or replaced by a new edition or more authoritative title on the subject.

Every library's collection is limited by the space available to house it. In order to maintain a current and useful collection, systematic evaluation and regular weeding is necessary. It keeps the collection responsive to patron needs and makes room for the influx of new resources that continuously replenish the collection. The weeding process identifies damaged items, dated resources, and items that are no longer being used. Weeding also aids in the identification of areas where new resources may be needed.

Weeding Schedule and Tools

Librarians are responsible for regular evaluation of collections in their branch following the weeding schedule and guidelines established by Collection Development Staff. The schedule and guidelines incorporate weeding de-selection guidelines and other reports to ensure outdated information and underused or overused materials are removed or replaced. A variety of criteria and assessment procedures are utilized.

Evaluation Criteria:

- Physical condition of materials
- Availability of newer, more comprehensive, or more accessible material
- Relevance to collection and scope of collection
- Ease of borrowing materials from another library
- Reflection of community needs
- Date of last circulation and number of circulations

Social Perspectives

Because social perspectives shift over time, what was once an accepted view years ago may be considered inappropriate today. The goal is to offer balanced coverage while preserving intellectual freedom. Items are not weeded based solely on frank or controversial content.

For further review of de-selection guidelines, please refer to Appendix E: Weeding (De-Selection) Guidelines Chart

Chapter 7: Reconsideration of Materials

The Library has created a formal procedure for review of challenged materials.

The procedure establishes a framework for registering and responding to a complaint while defending the principles of intellectual freedom as set by the American Library Association's Library Bill of Rights.

For more details on the procedure, refer to Appendix G: Patron Request for Reconsideration
See also: Appendix F: Library Bill of Rights
See also: Appendix H: Freedom to Read Statement

Appendix A:
Board of Supervisors Resolution 99/595—Collection Development Policy

C.145

TO: BOARD OF SUPERVISORS

FROM: Anne Cain, Acting County Librarian

DATE: November 3, 1999

SUBJECT: Library Policy for Collection Development and Access

SPECIFIC REQUEST(S) OR RECOMMENDATION(S) & BACKGROUND AND JUSTIFICATION

RECOMMENDATION:
Adopt Resolution 99/595 regarding a County Library Policy for Collection Development and Access.

FINANCIAL IMPACT:
None.

BACKGROUND:
The Board of Supervisors last adopted a Collection Development policy for the library in 1955. The library has undertaken a comprehensive review of its collection development policies and practices and has developed a revised policy that has been reviewed by County Counsel.

CONTINUED ON ATTACHMENT: ☐ YES SIGNATURE: Anne Cain

☒ RECOMMENDATION OF COUNTY ADMINISTRATOR ☐ RECOMMENDATION OF BOARD COMMITTEE

☒ APPROVE ☐ OTHER

SIGNATURE(S): Claude L. Ulm Smash

ACTION OF BOARD ON November 16, 1999 APPROVED AS RECOMMENDED ☒ OTHER ☐

VOTE OF SUPERVISORS:

XX UNANIMOUS (ABSENT #III)

AYES: NOES:

ABSENT: ABSTAIN:

I HEREBY CERTIFY THAT THIS IS A TRUE AND CORRECT COPY OF AN ACTION TAKEN AND ENTERED ON THE MINUTES OF THE BOARD OF SUPERVISORS ON THE DATE SHOWN.

ATTESTED November 16, 1999
PHIL BATCHELOR, CLERK OF THE BOARD OF SUPERVISORS AND COUNTY ADMINISTRATOR

By Barbara Grant, Deputy

Contact:

cc: County Library
County Administrator
County Auditor

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THE BOARD OF SUPERVISORS OF CONTRA COSTA COUNTY, CALIFORNIA

Adopted this Resolution on November 16, 1999, by the following vote:

Ayes: SUPERVISORS GIOIA, UILKEMA, DeSAULNIER and CANCIAMILLA
Noes: NONE
Absent: SUPERVISOR GERBER
Abstain: NONE

RESOLUTION NO. 99/595

SUBJECT: **IN THE MATTER OF ADOPTING A POLICY FOR THE DEVELOPMENT OF AND ACCESS TO THE LIBRARY'S COLLECTION.**

Upon recommendation of the Acting County Librarian, this Board adopts the following policy and rescinds all previously adopted policies and rules and regulations (including Resolution No. 1208) for the Library's Collection Development and Access. ~~and rescinding Resolution from March 8, 1955, entitled Matter of Declaration of County Library Book Selection Policy~~

BOARD OF SUPERVISORS, Contra Costa County Library

POLICY FOR COLLECTION DEVELOPMENT AND ACCESS

It is the policy of the Contra Costa County Library to meet the informational, educational, recreational, and cultural needs of the community by providing a variety of library resources. Professional judgment and ongoing community analysis guide the selection process.

Selection Responsibility

Legal responsibility for the selection of library resources rests with the County Librarian. *(Education Code, Title I, Part 11, Chapter 6, Section 19146)*

Selection Guidelines

The Library provides resources that appeal to all ages and encompass a variety of formats and subject matter. The Library identifies and responds to changing demographics in order to meet community needs. The Library selects resources based upon principles of open access for all its users to many forms of information that provide diverse points of view and meet the ongoing needs of the people in the community. An item will not be excluded simply because it is frank or controversial.

Selection Criteria

The Library selects resources according to a general set of criteria that applies to all age levels and formats. These criteria include community interest and input, use of the collection, critical merit, relevance to diverse populations, usefulness, currency of information, and appropriateness for intended audience.

Access

Resources are purchased for the library in the most appropriate format for use. The library collects titles in the following formats: books, magazines/newspapers, pamphlets, microfilm, audiocassettes, compact discs, videocassettes and CD-ROMs. As new formats become available, they will be evaluated for the collection. All library users have equal access to all library resources, regardless of format.

Gifts

The Library may accept gifts of either resources or money for the collection within the guidelines set forward in *County Administration Bulletin 117.5.* The Library accepts gifts in accordance with selection criteria and guidelines.

Reconsideration of Library Resources

The Library welcomes expression of opinions about its collection from members of the public. The Library will evaluate and make an effort to respond in writing to any patron request to remove a particular item from the collection or restrict access to a resource. The Library's evaluation will be based upon the tenets and guidelines contained within this Policy.

The County Librarian shall develop a collection development plan and procedures for the implementation of this Policy.

I hereby certify that this is a true and correct copy of an action taken and entered on the minutes of the Board of Supervisors on the date shown.

ATTESTED: November 16, 1999
PHIL BATCHELOR, Clerk of the Board of Supervisors and County Administrator

By Barbara J. Grant, Deputy

cc:bos\colldev.doc

PURPOSE OF COLLECTION DEVELOPMENT

1. Collection development is the process of ensuring that the information needs of the community are met in a timely and economic manner using professional judgment and appropriate resources.

2. The purpose of this Collection Development Policy is to provide the community and the library staff with a document that provides justification for the development of library collections.

3. The Policy is based upon firm principles of professional librarianship and intellectual freedom.

4. The Policy is a document that informs its users of the nature and scope of library collections and sets standards for the inclusion or exclusion of resources.

5. The Policy serves as a guide for day-to-day collection development activities and its flexibility allows staff to exercise its professional judgment as it acts in the best interests of the community.

Appendix B:
Federal Government Publications Collection Development Policy

The Contra Costa County Library was designated as the Federal Depository Library for the Tenth Congressional District in October, 1964. As a designated selective federal depository, the Library's mission is to make government publications freely available for the use of the general public and to meet the government information needs of the people who live and work in greater Contra Costa County.

Access to Government Publications

The Contra Costa County Library is a selective repository for federal, state and local documents. The Contra Costa County Library was designated as the Federal Depository Library for the Tenth Congressional District in October, 1964. As a designated selective federal repository, the Contra Costa County Library makes government publications freely available for the use of the general public.

Government documents in Electronic Format are obtained from the library's subscription to Marcive Documents Without Shelves and can be accessed directly from the Library's online public catalog.

A limited number of State and local government publications in tangible format are cataloged and integrated into the Library's regular reference and circulating collections. In addition, The Catalog of U. S. Government Publications makes all depository library selections and online publications available to the public.

Appendix C: Local Author or Self-published Submissions

Welcome Local Authors,

If you are interested in submitting your work, the Library will consider adding materials which are:

- within the general selection criteria guidelines of our Collection Development Plan, **AND**
- handled by a professional publishing and editing firm, **AND**
- reviewed in a library journal, national publication, **AND/OR** professional media, including local news or magazine

If your authored work meets the above criteria, please send the review and press release information with Attn: Collection Development Manager to your local library and/or email **colldev@library.cccounty.us**

Appendix D: Gifts and Donations

Physical Materials

The Library does not accept gifts of materials or subscriptions. Patrons are able to suggest titles for purchase.

Monetary Gifts

1. Gifts from Friends or Foundations

   Annual commitments by Friends of the Library or Foundation groups should be made in writing.

   Before the beginning of each fiscal year, each Friends of the Library or Foundation group should, to the best of their ability, provide the library with an estimate of the amount of money that will be donated during the upcoming fiscal year. Any additional commitments can be made in similar fashion any time throughout the year.

2. Gifts from Other than Friends or Foundation

   Monetary gifts can be made to the library system as a whole or to a specific community library to be spent on resources, equipment, or library programs.

Appendix E: De-selection (Weeding) Guidelines Chart

De-selection guidelines are used to evaluate library materials based on age and circulation. They help identify materials that need to be withdrawn, whether out of date or underutilized. The fact that an item is circulating may indicate demand for information on that subject, not that the specific item is still accurate/useful.

Key to the De-Selection Guidelines Chart

- The guidelines appear in a two-digit format.
- The first digit is the maximum years since publication date (X=any).
- The second digit is the maximum years allowed without circulating (X=any).
- Most items in the chart may be weeded regardless of publication date if they haven't circulated in two years: X/2
- An entry with a specific number of years since publication should not be kept longer: 3/X indicates an item should be withdrawn after 3 years due to time-sensitivity.

Adult/YA Collection

000		X/2
004-006	Computers	3/X
025.04	Internet	3/X
100		X/2
200		X/2
300		X/2
330	Real Estate	3/X
340	Legal Self-help	3/X; current edition only
350	Test Prep	3/X; current edition only
400		X/2
500		X/2
600		X/2
610	Medicine	3/X
636	Veterinary Medicine	3/X
700		X/2
800		X/2
900		
	Travel Guides	3/X
Biography		X/2
Fiction		X/2
Young Adult Fiction		X/2
Local Government/Industrial Documents		5/X (or as indicated above)

Draft versions may be discarded when final versions are received (refer to the introduction to determine if the draft should also be kept). Documents with historical value to the community should be retained. These may include general plans setting out a long-term vision, or reports for projects with a lasting effect on the development of the area (for example, the plans for the former Naval Weapons Station in Concord). Base decisions on what to retain on knowledge of the community.

State/Federal Repository documents		5/X (or as indicated above)

(Please consult with Collection Development before deselecting)

Adult/YA Collection

J000		X/2
J004-006	Computers	3/X
025.04	Internet	3/X
J100		X/2
J200		X/2
J300		X/2
J400		X/2
J500		X/2
J600		X/2
J610	Medicine	3/X
J700		X/2
J800		X/2
J900		X/2
J940-J990	Countries, States	5/X
JBiography		X/2
Fiction		X/2
JPB, JE, Board		X/2
JFiction		X/2

Appendix F: Library Bill of Rights

Library Bill of Rights

The American Library Association affirms that all libraries are forums for information and ideas, and that the following basic policies should guide their services.

1. Books and other library resources should be provided for the interest, information, and enlightenment of all people of the community the library serves. Materials should not be excluded because of the origin, background, or views of those contributing to their creation.

2. Libraries should provide materials and information presenting all points of view on current and historical issues. Materials should not be proscribed or removed because of partisan or doctrinal disapproval.

3. Libraries should challenge censorship in the fulfillment of their responsibility to provide information and enlightenment.

4. Libraries should cooperate with all persons and groups concerned with resisting abridgment of free expression and free access to ideas.

5. A person's right to use a library should not be denied or abridged because of origin, age, background, or views.

6. Libraries which make exhibit spaces and meeting rooms available to the public they serve should make such facilities available on an equitable basis, regardless of the beliefs or affiliations of individuals or groups requesting their use.

Adopted June 18, 1948. Amended February 2, 1961; June 28, 1967; and January 23, 1980, inclusion of "age" reaffirmed January 23, 1996, by the ALA Council.

Appendix G: Patron Request for Reconsideration Procedure

A patron who has a complaint about library materials should be referred to the Community Library Manager, the appropriate age-level librarian, or the staff member in charge at the time. Community library staff should make every attempt to calmly and courteously resolve the complaint at the local level. It is most important that the patron be listened to and taken seriously. Most of the time, simply hearing the patron out will satisfactorily conclude the matter.

If not satisfied, the patron must be given the opportunity to fill out the Request for Reconsideration of Library Material Form (Form 4.17).

Note: If a patron is simply asking whether the library intends to purchase a particular controversial title, the Community Library Manager should consult with the Collection Development Manager, who may speak directly with the patron.

Once Form 4.17, Request for Reconsideration of Library Material, has been filled out, the following steps will be taken:

1. The staff member who receives the completed Request for Reconsideration of Library Material (Form 4.17) signs and dates it.
2. The Request for Reconsideration of Library Material (Form 4.17) is scanned and emailed to Library Leadership and the Collection Development Manager on the same day it is received. The original form should be sent to the Collection Development Manager in the next shipment. The community library should retain a copy of the submitted form for its files.
3. The County Librarian sends a letter of acknowledgement to the patron within 2 business days of receiving the Request for Reconsideration of Library Material (Form 4.17). The letter of acknowledgment will specify the timeframe for the Library's response.
4. A staff committee will objectively evaluate the specific item under reconsideration to determine if it should remain in the collection. This committee will consist of the Collection Development Manager and two librarians involved in the selection of materials. Within the review period, the review committee will reach a consensus and draft a response to the patron. The response will address each specific point raised in the request.
5. The draft response will be submitted to the County Librarian, who will make a formal response to the patron within the stated timeframe. The community library where the request originated will receive a copy of the response, as will the members of the review committee.

Library Location_____
Staff Name_____
Date received_____

Contra Costa County Library
Request for Reconsideration of Library Material

Contra Costa County Library selects materials with great care, using established professional standards and giving full consideration to the varying educational, recreational, and informational needs of all our patrons, including age of the intended audience. Our selection criteria are described in full in the Collection Development Policy which is available on the Library's website.

- Patrons seeking reconsideration must be Contra Costa County Library cardholders.
- A title will not be removed from the collection while it is being reviewed.
- A title will only be reviewed once within a five-year period, unless the content has undergone major revisions.
- Please return this form directly to a staff member at any service desk, and we will acknowledge receipt within 2 business days.
- The contents of this form once submitted become part of public record, with personally identifying information redacted.

Name:_____ Date:_____

Street Address:_____

City:_____ State:_____ Zip Code:_____

Phone Number:_____ Email Address:_____

Library Card Number: _____

I represent (circle one):

Myself An Organization (Include Name):_____

Type of Material (Circle One):

Book DVD Magazine Newspaper Database/Electronic Other

Author/Producer:_____

Title:_____

(Continued on other side)

Did you read, listen to, or view the entire work? Yes No

Please describe your concerns regarding this material:

What specific pages/sections illustrate your concern?

What would you like the library to do about this item?

Appendix H: Freedom to Read Statement

The freedom to read is essential to our democracy. It is continuously under attack. Private groups and public authorities in various parts of the country are working to remove or limit access to reading materials, to censor content in schools, to label “controversial” views, to distribute lists of “objectionable” books or authors, and to purge libraries. These actions apparently rise from a view that our national tradition of free expression is no longer valid; that censorship and suppression are needed to counter threats to safety or national security, as well as to avoid the subversion of politics and the corruption of morals. We, as individuals devoted to reading and as librarians and publishers responsible for disseminating ideas, wish to assert the public interest in the preservation of the freedom to read.

Most attempts at suppression rest on a denial of the fundamental premise of democracy: that the ordinary individual, by exercising critical judgment, will select the good and reject the bad. We trust Americans to recognize propaganda and misinformation, and to make their own decisions about what they read and believe. We do not believe they are prepared to sacrifice their heritage of a free press in order to be “protected” against what others think may be bad for them. We believe they still favor free enterprise in ideas and expression.

These efforts at suppression are related to a larger pattern of pressures being brought against education, the press, art and images, films, broadcast media, and the Internet. The problem is not only one of actual censorship. The shadow of fear cast by these pressures leads, we suspect, to an even larger voluntary curtailment of expression by those who seek to avoid controversy or unwelcome scrutiny by government officials.

Such pressure toward conformity is perhaps natural to a time of accelerated change. And yet suppression is never more dangerous than in such a time of social tension. Freedom has given the United States the elasticity to endure strain. Freedom keeps open the path of novel and creative solutions, and enables change to come by choice. Every silencing of a heresy, every enforcement of an orthodoxy, diminishes the toughness and resilience of our society and leaves it the less able to deal with controversy and difference.

Now as always in our history, reading is among our greatest freedoms. The freedom to read and write is almost the only means for making generally available ideas or manners of expression that can initially command only a small audience. The written word is the natural medium for the new idea and the untried voice from which come the original contributions to social growth. It is essential to the extended discussion that serious thought requires, and to the accumulation of knowledge and ideas into organized collections.

We believe that free communication is essential to the preservation of a free society and a creative culture. We believe that these pressures toward conformity present the danger of limiting the range and variety of inquiry and expression on which our democracy and our culture depend. We believe that every American community must jealously guard the freedom to publish and to circulate, in order to preserve its own freedom to read. We believe that publishers and librarians have a profound responsibility to give validity to that freedom to read by making it possible for the readers to choose freely from a variety of offerings.

The freedom to read is guaranteed by the Constitution. Those with faith in free people will stand firm on these constitutional guarantees of essential rights and will exercise the responsibilities that accompany these rights.

We therefore affirm these propositions:

It is in the public interest for publishers and librarians to make available the widest diversity of views and expressions, including those that are unorthodox, unpopular, or considered dangerous by the majority.

Creative thought is by definition new, and what is new is different. The bearer of every new thought is a rebel until that idea is refined and tested. Totalitarian systems attempt to maintain themselves in power by the ruthless suppression of any concept that challenges the established orthodoxy. The power of a democratic system to adapt to change is vastly strengthened by the freedom of its citizens to choose widely from among conflicting opinions offered freely to them. To stifle every nonconformist idea at birth would mark the end of the democratic process. Furthermore, only through the constant activity of weighing and selecting can the democratic mind attain the strength demanded by times like these. We need to know not only what we believe but why we believe it.

Publishers, librarians, and booksellers do not need to endorse every idea or presentation they make available. It would conflict with the public interest for them to establish their own political, moral, or aesthetic views as a standard for determining what should be published or circulated.

Publishers and librarians serve the educational process by helping to make available knowledge and ideas required for the growth of the mind and the increase of learning. They do not foster education by imposing as mentors the patterns of their own thought. The people should have the freedom to read and consider a broader range of ideas than those that may be held by any single librarian or publisher or government or church. It is wrong that what one can read should be confined to what another thinks proper.
It is contrary to the public interest for publishers or librarians to bar access to writings on the basis of the personal history or political affiliations of the author.

No art or literature can flourish if it is to be measured by the political views or private lives of its creators. No society of free people can flourish that draws up lists of writers to whom it will not listen, whatever they may have to say.

There is no place in our society for efforts to coerce the taste of others, to confine adults to the reading matter deemed suitable for adolescents, or to inhibit the efforts of writers to achieve artistic expression.

To some, much of modern expression is shocking. But is not much of life itself shocking? We cut off literature at the source if we prevent writers from dealing with the stuff of life. Parents and teachers have a responsibility to prepare the young to meet the diversity of experiences in life to which they will be exposed, as they have a responsibility to help them learn to think critically for themselves. These are affirmative responsibilities, not to be discharged simply by preventing them from reading works for which they are not yet prepared. In these matters values differ, and values cannot be legislated; nor can machinery be devised that will suit the demands of one group without limiting the freedom of others.

It is not in the public interest to force a reader to accept the prejudgment of a label characterizing any expression or its author as subversive or dangerous.

The ideal of labeling presupposes the existence of individuals or groups with wisdom to determine by authority what is good or bad for others. It presupposes that individuals must be directed in making up their minds about the ideas they examine. But Americans do not need others to do their thinking for them.

It is the responsibility of publishers and librarians, as guardians of the people's freedom to read, to contest encroachments upon that freedom by individuals or groups seeking to impose their own standards or tastes upon the community at large; and by the government whenever it seeks to reduce or deny public access to public information. It is inevitable in the give and take of the democratic process that the political, the moral, or the aesthetic concepts of an individual or group will occasionally collide with those of another individual or group. In a free society individuals are free to determine for themselves what they wish to read, and each group is free to determine what it will recommend to its freely associated members. But no group has the right to take the law into its own hands, and to impose its own concept of politics or morality upon other members of a democratic society. Freedom is no freedom if it is accorded only to the accepted and the inoffensive. Further, democratic societies are more safe, free, and creative when the free flow of public information is not restricted by governmental prerogative or self-censorship.

It is the responsibility of publishers and librarians to give full meaning to the freedom to read by providing books that enrich the quality and diversity of thought and expression. By the exercise of this affirmative responsibility, they can demonstrate that the answer to a "bad" book is a good one, the answer to a "bad" idea is a good one.
The freedom to read is of little consequence when the reader cannot obtain matter fit for that reader's purpose. What is needed is not only the absence of restraint, but the positive provision of opportunity for the people to read the best that has been thought and said. Books are the major channel by which the intellectual inheritance is handed down, and the principal means of its testing and growth. The defense of the freedom to read requires of all publishers and librarians the utmost of their faculties, and deserves of all Americans the fullest of their support.

We state these propositions neither lightly nor as easy generalizations. We here stake out a lofty claim for the value of the written word. We do so because we believe that it is possessed of enormous variety and usefulness, worthy of cherishing and keeping free. We realize that the application of these propositions may mean the dissemination of ideas and manners of expression that are repugnant to many persons. We do not state these propositions in the comfortable belief that what people read is unimportant. We believe rather that what people read is deeply important; that ideas can be dangerous; but that the suppression of ideas is fatal to a democratic society. Freedom itself is a dangerous way of life, but it is ours.

A Joint Statement by:
American Library Association
Association of American Publishers
Subsequently endorsed by:
American Booksellers for Free Expression
The Association of American University Presses
The Children's Book Council
Freedom to Read Foundation
National Association of College Stores
National Coalition Against Censorship
National Council of Teachers of English
The Thomas Jefferson Center for the Protection of Free Expression

This statement was originally issued in May of 1953 by the Westchester Conference of the American Library Association and the American Book Publishers Council, which in 1970 consolidated with the American Educational Publishers Institute to become the Association of American Publishers.

Adopted June 25, 1953, by the ALA Council and the AAP Freedom to Read Committee; amended January 28, 1972; January 16, 1991; July 12, 2000; June 30, 2004.

LIBRARY LEASE

and

SERVICE AGREEMENT

Between

COUNTY OF CONTRA COSTA

and

THE CITY OF PLEASANT HILL

June 7, 2022

LIBRARY LEASE AND SERVICE AGREEMENT

BETWEEN

COUNTY OF CONTRA COSTA AND THE CITY OF PLEASANT HILL

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LIBRARY LEASE
And
SERVICE AGREEMENT

This library lease and service agreement ("**Lease**") is dated June 7, 2022 (the "**Effective Date**"), and is between the City of Pleasant Hill, California, a municipal corporation (the "**City**"), and the County of Contra Costa, a political subdivision of the State of California (the "**County**").

Recitals

A. The City owns that certain property located at 2 Monticello Avenue in Pleasant Hill, California (the "**Property**"). The Property has been improved with a building (the "**Building**"), a parking lot, and landscaping. The Building is used to provide Library Services, as defined below, and is shown on the floor plan to the Building that is attached as Exhibit A – Library Floor Plan (and is the "**Library**" or the "**Premises**").

B. City and County are parties to a lease dated June 18, 2000, (the "**2020 Lease**"), under which the City is leasing to the County a portion of the Pleasant Hill City Hall Property for use as a temporary library. The 2020 Lease will continue in effect until the transition to the new Library is complete, which is expected to occur two (2) months after the effective date of this Lease.

C. Simultaneous with the execution of this Lease, the City and the County are entering into an addendum that sets forth the County's obligation to comply with all applicable federal laws and regulations, including the applicable provisions of Appendix II to Part 200 – Contract Provisions for Non-Federal Entity Contracts Under Federal Awards (2 C.F.R. § 200.327) ("**Addendum**"). The Addendum is part of this Lease.

D. The City and the County agree that the presence of a public library in a community enhances the quality of life in that community. The City and the County therefore desire to work cooperatively to permit the County to operate the Library as a public library. Toward this end, the City desires to lease the Library to the County and the County desires to lease the Library from the City on the terms set forth herein.

The parties therefore agree as follows:

AGREEMENT

1. **DEFINITIONS**. The following terms have the following meanings:

"**Actual Hours**" means the number of hours of Library Services that the County will provide each week in a Fiscal year at the Library and is the sum of Base Hours and Extra Hours.

"**Base Hours**" means the number of hours of Library Services that the County will provide each week in a Fiscal Year to all County-operated libraries. The County is responsible for the cost of providing Library Services during Base Hours.

"**Community Library Manager**" means the person designated as the on-site manager by the Librarian.

"**Components**" means computers, charging stations (e.g., laptop kiosks), mobile devices, printers, scanners, monitors, keyboards, and related equipment and software used in the Library by the public and staff.

"**Data Communication Equipment**" means routers, switches, servers, uninterrupted power supply (UPS) and wireless access points.

"**Data Communication Services**" means broadband and wireless access.

"**Extra Hours**" means the number of hours of Library Services that the City elects to obtain from the County each week at the Library that are in excess of Base Hours. The City is responsible for the cost of Extra Hours.

"**Fiscal Year**" means a twelve-month period beginning July 1.

"**Lease Supplement**" means a supplement to this Lease in substantially the form of Exhibit B – Form of Lease Supplement.

"**Librarian**" means the person designated by the County as the County Librarian.

"**Library Services**" includes lending books and other media to the public, offering programs to the public, and providing collection management and technical services in the course of operating a library. Except as otherwise provided herein, Library Services does not include maintenance of the Building or supervision of any outdoor area accessible from the Library, including the activity yard adjacent to the early literacy area.

"**Specialized Equipment**" means equipment that supports library operations that is not otherwise defined in this Lease, including, but not limited to, book security gates, self-check machines, remote lockers, self-service library access system (e.g., Open+) and any automated material handling equipment used at the Library.

2. **LEASE OF LIBRARY**. The City hereby leases to the County and the County hereby leases from the City, the Library.

3. **CONSIDERATION**. In exchange for the use of the Library, the County shall perform Library Services and related activities at the Library during the Term of this Lease. No rent is due or payable from the County to the City during the Term of this Lease.

4. **TERM**. The "**Initial Term**" of this lease begins on the Effective Date and ends on June 30, 2023.

A. Automatic Renewal. The Lease will automatically renew on a yearly basis unless written notice is given by either party of their intent to terminate the Lease at least one year in advance in accordance with Section 5.B., Termination, below. Each annual renewal period is a "**Renewal Term**." Each Renewal Term will automatically commence on the day following the last day of the prior Term. Upon commencement of a Renewal Term, the "Term" of this Lease will be deemed to mean the Initial Term and each Renewal Term.

B. Termination. Either party may terminate this Lease at any time by giving the other party written notice at least one year prior to the proposed termination date. In the event of termination, the County shall leave the Premises and all City Materials, as defined in Section 11.B below, in good working order, and shall remove only County Materials, as defined in Section 11.A below.

5. **USE**.

A. County's Use of Library. The County may use the Library for the purpose of providing Library Services for the public and related activities.

B. City's Use of Library. The City may use the Library during and outside the Library's normal operating hours, so long as such use does not interfere directly with normal community library functions. The City is entirely responsible for any use of the Library that it schedules and shall hold harmless and indemnify the County, its officers, agents and employees for such use as provided for in Section 13, Indemnification.

Any use of the Library scheduled by the City is subject to the City's guidelines and the City's rules and regulations. The City may not close the Library during its normal operating hours without the prior written consent of the Librarian.

C. County's Use of Parking Lot. City may designate Library staff parking areas. Alternately, Library staff may park within designated library parking areas subject to the same provisions or restrictions that apply to the general public.

6. **MAINTENANCE AND REPAIRS**. The City shall provide the maintenance and repairs described below in order to keep and maintain the Building in good order, condition, and repair. Maintenance and repairs are to be carried out in a manner that is at least consistent with the caliber of maintenance and repairs applied by the City to other City facilities, or as mutually agreed by the City and the County. City responsibilities for maintenance and repair include:

A. Exterior. All exterior building maintenance including but not limited to the roof, landscaping, hardscape, grounds, pest control, lighting and parking.

B. Interior. All interior building maintenance including but not limited to mechanical and electrical systems, including gas, electrical, water, plumbing, elevators, voice and data

communication systems infrastructure, heating, ventilating, air-conditioning (HVAC) systems, pest control, and all interior lighting systems, including the replacement of all fixtures and bulbs.

C. Fixtures and Furnishings. Maintenance and replacement of Building fixtures and furnishings including shelving, lighting, furniture, carpeting, window treatments, and appliances.

D. Custodial Services. City shall notify the Community Library Manager prior to selecting a contractor to provide custodial services. Alternately, City may provide such service using City staff.

7. **CAPITAL IMPROVEMENTS.** If the City and County agree that capital improvements to the Building or the Property are necessary (such improvements, "**Capital Improvements**"), then (i) the City shall provide the Capital Improvements at its sole cost and expense, and (ii) the City shall coordinate the schedule associated with the construction of all Capital Improvements with the Librarian.

8. **ALTERATIONS; FIXTURES; SIGNS**. The County may make any lawful and proper minor alterations to the Library and may attach fixtures and signs in or upon the Property with the City's prior written approval. The County is responsible for the cost of such alterations and attachments. All alterations and attachments must comply with existing code requirements.

9. **OPERATIONS: HOURS; COSTS**.

A. Initial Period. For the Initial Term (i) the number of Base Hours the County will provide, (ii) the number of Extra Hours the City elects to obtain from the County, (iii) the resulting number of Actual Hours, and (iii) the cost to the City of the Extra Hours (such cost, the "**City's Obligation**") are set forth in Lease Supplement No. 1, which supplement is substantially in the form of Exhibit B.

B. Annual Modifications. For each Renewal Term, the Librarian will provide a Lease Supplement to the City in substantially the form of Exhibit B by March 31 of each year. The Lease Supplement will set forth (i) the number of Base Hours the County will provide in the upcoming Fiscal Year, (ii) the number of Extra Hours of Library Services the County anticipates that the City will elect to obtain from the County at the Library in the upcoming Fiscal Year (in the absence of more current information from the City, the County will assume the number of Extra Hours in the upcoming Fiscal Year will be equal to the number of Extra Hours then in effect), (iii) the resulting number of Actual Hours during which Library Services will be conducted at the Library in the upcoming Fiscal Year, and (iv) the cost of the City's Obligation.

C. City Election: Extra Hours. Within 60 days of receiving the Lease Supplement, the City shall notify the Librarian in writing if it intends to modify the number of Extra Hours at the Library in the upcoming Fiscal Year. Such modification may be based on fiscal or other considerations identified by the City.

1. Change in Extra Hours from Prior Fiscal Year. If the County receives a notice modifying the number of Extra Hours desired in the upcoming Fiscal Year within the time allotted,

the parties shall use good faith efforts to finalize a revised Lease Supplement for the upcoming Fiscal Year before the July 1 start of that Fiscal Year. If the City fails to make a final determination regarding the number of Extra Hours before the start of the upcoming Fiscal Year, the Lease Supplement issued by the Librarian for the upcoming Fiscal Year will be effective until the City makes its final determination and a revised Lease Supplement for that Fiscal Year is executed. The final, revised, Lease Supplement will be effective upon its execution by the County and the City.

2. No Change in Extra Hours from Prior Fiscal Year. If the County does not receive a notice modifying the number of Extra Hours desired in the upcoming Fiscal Year within the time allotted, the County and the City shall each execute the original Lease Supplement issued by the Librarian for the upcoming Fiscal Year, which Lease Supplement will become effective on July 1 of the Fiscal Year to which it applies.

D. Invoices; Payment. The County will invoice the City quarterly for the cost of Extra Hours incurred in the prior quarter. The City shall pay the County the amount due to the County within thirty (30) days of receipt of the invoice. In no event is the City obligated to pay an amount greater than the amount identified as the City's Obligation in the Lease Supplement in effect for that Fiscal Year.

10. **OPERATIONS: COST OF UTILITIES**. The City shall pay for all utilities provided to the Premises, including gas, electricity, voice communication services, water, sewer, fire alarm, intrusion alarm, garbage, and recycling.

11. **OPERATIONS: TECHNOLOGY AND EQUIPMENT; COSTS**. The County and the City shall share responsibility for providing and maintaining technological equipment and services as follows:

A. Components. The County shall provide technology support at the Library, including determining the quantity, type, configuration, and location of all Components used in the Library. The County shall acquire Components for use in the Library and maintain them in good working order. The County is responsible for the cost of obtaining and maintaining Components in the Library.

B. Voice Communication System. The City, at its expense, shall acquire and provide voice communication equipment and on-going voice services to the Library.

C. Data Communication System. The County shall acquire and configure the Data Communication Equipment and select Data Communication Services for the Library to create the Library's data communication system. The City is responsible for the actual cost of obtaining and maintaining the Data Communication Equipment. To ensure the City is able to properly budget for the cost of the Data Communication Equipment, prior to placing an order for Data Communication Equipment, (i) the County will provide a written estimate of the cost of the Data Communication Equipment to the City, and (ii) must receive the City's written consent to the acquisition. At the parties' discretion, such writings may be in the form of emails. The City

acknowledges that it is responsible for the actual cost of the Data Communication Equipment, even if it varies from the estimate through no fault of the County's.

1. Connection. The County will connect the Library's data communication system to the County Library wireless network. It is expressly understood and agreed that such wireless network is for the exclusive use of the County in providing Library Services. The City shall provide CAT5 or better Ethernet cabling throughout the Library and replace or upgrade as needed.

2. Monthly Cost. The County is responsible for the cost of the monthly usage fee for Data Communication Services.

D. Miscellaneous Equipment.

1. Specialized Equipment. The County shall acquire any Specialized Equipment used in the Library. The City is responsible for the actual cost of obtaining and maintaining any Specialized Equipment. To ensure the City is able to properly budget for the cost of any Specialized Equipment, prior to placing an order for Specialized Equipment, (i) the County will provide a written estimate of the cost of the Specialized Equipment to the City, and (ii) must receive the City's written consent to the acquisition. At the parties' discretion, such writings may be in the form of emails. The City acknowledges that it is responsible for the actual cost of the Specialized Equipment, even if it varies from the estimate through no fault of the County's.

2. Copiers. The County shall provide, at its sole cost and expense, one or more copy machines for use by library staff at the Library. The County may provide, at its sole cost and expense, one or more copy machines for use by the public at the Library. The County shall also obtain, at its sole cost and expense, a maintenance contract for each such copy machine. Any revenue collected for the use of copy machines will be retained by the County.

3. Audio Visual Equipment. Should the City elect to procure any audio-visual equipment for use, either by the City or County, at the Library, the City shall provide such equipment, at its sole cost and expense. The City shall also maintain, at its sole cost and expense, any audio-visual equipment it procures. All such audio-visual equipment will be City Materials, as defined in Section 13(B) of this Lease.

E. Obsolescence Avoidance. The City and County are both responsible and shall work together in good faith to ensure that all equipment and technology services at the Library, including the voice communication system, the data communication System, Data Communication Services, and Specialized Equipment, and excluding copiers and Components, are adequate for the Library's needs and that costs that are the responsibility of the City are within the City's fiscal parameters and approved by the City in advance.

12. OWNERSHIP OF CONTENTS.

A. County. All books, furnishings, fixtures, equipment, and materials purchased by the County, or foundations or private or public fundraising efforts on behalf of the County, are owned

by the County. Together, these books, materials, furnishings, fixtures, and equipment are the "**County Materials.**"

B. City. All books, furnishings, fixtures, equipment and materials purchased by the City, or foundations or private or public fundraising efforts on behalf of the City, are owned by the City. Together, these books, materials, furnishings, fixtures, and equipment are the "**City Materials.**" City Materials will be identified in the County's Integrated Library System.

C. Replacement of FF&E. From time to time, City and County will jointly determine if City-owned furnishings, fixtures and equipment need repair or replacement, or, if applicable, a schedule for replacing City-owned furnishings, fixtures and equipment. The City shall carry out, and bear the cost of, such repair or replacement as soon as is practically and fiscally possible.

D. Public Art. The City is responsible for the selection, cost, maintenance, installation, and removal of, and any liability for, all interior and exterior public art displayed at the Library.

13. **INSURANCE**

A. Liability Insurance

1. County. Throughout the Term, the County shall maintain in full force and effect, at its sole expense, either (i) comprehensive general liability insurance in commercially reasonable amounts, but in no event in an amount less than $3,000,000 per occurrence, protecting and insuring against claims for bodily injury, death, property damage, and personal injury occurring within or resulting from use of the Property, or (ii) a general self-insurance program covering bodily injury, death, property damage, and personal injury occurring within or resulting from use of the Property. Any policy of insurance obtained by the County must (i) name the City, its officers, agents, and employees, as additional insureds, (ii) be endorsed to provide that the insurance is primary to and non-contributory to insurance carried by the City with respect to liability imposed on the County under this agreement, and (iii) contain a severability of interest clause.

2. City. Throughout the Term, the City shall maintain in full force and effect, at its sole expense, either (i) comprehensive general liability insurance in commercially reasonable amounts, but in no event in an amount less than $3,000,000 per occurrence, protecting and insuring against claims for bodily injury, death, property damage, and personal injury occurring within or resulting from use of the Property, or (ii) a general self-insurance program covering bodily injury, death, property damage, and personal injury occurring within or resulting from use of the Property. Any policy of insurance obtained by the City must (i) name the County, its officers, agents, and employees, as additional insureds thereunder, (ii) be endorsed to provide that the insurance is primary to and non-contributory to insurance carried by the County with respect to liability imposed on the City under this agreement, and (iii) contain a severability of interest clause.

B. Property Insurance.

1. County. Throughout the Term, the County shall maintain in full force and effect, at its sole expense, fire insurance and a standard "all risk" policy covering the County-owned

property within the Library, and any other personal property owned by the County located at the Property. Such coverage must (i) contain a waiver of subrogation endorsement in favor of the City, and (ii) cover loss or damage to the County-owned property in the amount of the full replacement value. Covered perils are to include fire, all risk, vandalism, malicious mischief, and sprinkler leakage.

2. City. Throughout the Term, the City shall maintain in full force and effect, at its sole expense, fire insurance and a standard "all risk" policy covering all structures and improvements at the Property and any personal property owned by the City located at the Property. Such coverage must contain a waiver of subrogation endorsement in favor of the County. Covered perils are to include fire, all risk, vandalism, malicious mischief and sprinkler leakage.

C. Workers Compensation and Employers Liability. Both parties shall maintain in full force and effect Workers Compensation Insurance or self-insurance, and Employers Liability Insurance or self-insurance with limits that conform to legal requirements.

14. **INDEMNIFICATION**

A. By County. County shall indemnify, defend and hold the City harmless from the County's share of any and all claims, costs and liability for any damage, injury or death of or to any person or the property of any person, including attorneys' fees, caused by the willful misconduct or the negligent acts, errors, or omissions of the County, its officers, agents or employees in using the Property pursuant to this Lease, except to the extent caused or contributed to by (i) the structural, mechanical, or other failure of buildings owned or maintained by the City, (ii) the design of the Library, (iii) City-owned fixtures in the Library, and/or (iv) the negligent acts, errors, or omissions of the City, its officers, agents or employees.

B. By City. The City shall indemnify, defend and hold the County harmless from City's share of any and all claims, costs and liability for any damage, injury or death of or to any person or the property of any person, including attorneys' fees, caused by the willful misconduct or the negligent acts, errors or omissions of the City, its officers, agents or employees with respect to the Property, or the City's performance under this Lease, the City's use of the Property, the structural, mechanical or other failure of buildings owned or maintained by the City, the design of the Library, or City-owned fixtures in the Library, except to the extent caused or contributed to by the negligent acts, errors, or omissions of the County, its officers, agents, or employees. The City is responsible for all claims that result from the design of the Library and from City-owned fixtures in the Library, except for any claims resulting from a change in the design of the Library that is requested by the County and approved by the Board of Supervisors after the date of this Lease.

15. **HAZARDOUS MATERIAL**. The City warrants to the County that the City does not have any knowledge of the presence of Hazardous Material (as defined below) or contamination of the Building or Property in violation of environmental laws. The City shall defend, save, protect and hold the County harmless from any loss arising out of the presence of any Hazardous Material on the Property that was not brought to the Property by or at the request of the County, its agents, contractors, invitees or employees. The City acknowledges and agrees that the County has no

obligation to clean up or remediate, or contribute to the cost of clean-up or remediation, of any Hazardous Material unless such Hazardous Material is released, discharged or spilled on or about the Property by the County or by any of County's agents, employees, contractors, invitees or other representatives. The obligations of this Section shall survive the expiration or earlier termination of this Lease.

"Hazardous Material" means any substance, material or waste, including lead based paint, asbestos and petroleum (including crude oil or any fraction thereof), that is or becomes designated as a hazardous substance, hazardous waste, hazardous material, toxic substance, or toxic material under any federal, state or local law, regulation, or ordinance.

16. **DEFAULT**. The occurrence of any of the following events is a default **("Default")** under this Lease:

A. By County. If the County fails to operate the Library as a public library and such failure continues for thirty (30) days after receipt of a written notice of failure from the City to the Librarian with a copy to the County Administrator; provided, however, that the County will have additional time, up to an additional one hundred twenty (120) days, if its failure is due to circumstances beyond its reasonable control, including, without limitation, failure of the County's Board of Supervisors to adopt a budget, work stoppages, and acts of God.

B. By City. The City's failure to perform any of its obligations under this Lease if such failure is not remedied within thirty (30) days after receipt of a written notice of failure from the County to the City specifying the nature of the breach in reasonably sufficient detail; provided, however, if such breach cannot reasonably be remedied within such thirty (30) day period, then a Default will not be deemed to occur until the occurrence of the City's failure to perform within the period of time that may be reasonably required to remedy the breach, up to an aggregate of one hundred twenty (120) days, provided the City commences curing such breach within thirty (30) days after receipt of the notice of the breach and thereafter diligently proceeds to cure such breach.

17. **REMEDIES**

A. By County. Upon the occurrence of a Default by the City, the County may (i) terminate this Lease and quit the Premises, or (ii) suspend operation of Library Services until the default is cured.

B. By City. Upon the occurrence of a Default by the County, the City may, after giving the County written notice of the Default, and in accordance with due process of law, reenter and repossess the Premises and remove all persons and property from the Premises.

18. **MISCELLANEOUS**.

A. Use of Volunteers. Volunteers are vital and welcome in enhancing the level of service offered in providing Library Services. The City's Volunteer Coordinator shall work with the County's library volunteer coordinator to recruit and schedule volunteers to assist with community

library operation. Volunteers will be utilized to perform services as mutually agreed upon by the County and the City.

B. Assignment and Sublease. The County does not have the right to assign this Lease or sublease the Premises or any part thereof at any time during the Term.

C. Quiet Enjoyment. Provided the County is following the material terms of this Lease, the City shall warrant and defend the County in its quiet enjoyment and possession of the Premises during the Term.

D. Waste. The County shall not commit, or suffer to be committed, any waste upon the Premises.

E. Surrender of Premises. On the last day of the Term, or earlier termination of this Lease, the County shall peaceably and quietly leave and surrender the Library to the City, in good condition, ordinary wear and tear, and damage by casualty, condemnation, acts of God, and the City's failure to make repairs required of the City excepted. Upon termination of this Lease, the County shall remove the County Materials from the Premises within one hundred eighty (180) days, unless otherwise agreed to in writing by the City.

F. Holding Over. Any holding over after the Term of this Lease is a tenancy from month to month and is subject to the terms of this Lease.

G. Notices. Any notice required or permitted under this Lease must be in writing and sent by overnight delivery service or registered or certified mail, postage prepaid and directed as follows:

To City:	City Manager City of Pleasant Hill 100 Gregory Lane Pleasant Hill, CA 94523 Phone: (925) 671-5240
To County:	County Librarian Contra Costa County 777 Arnold Drive, Suite 210, Martinez, CA 94553 Phone: (925) 608-7700
With a copy to:	Principal Real Property Agent Contra Costa County Public Works Department 40 Muir Road Martinez, CA 94553 Phone: (925) 313-2000

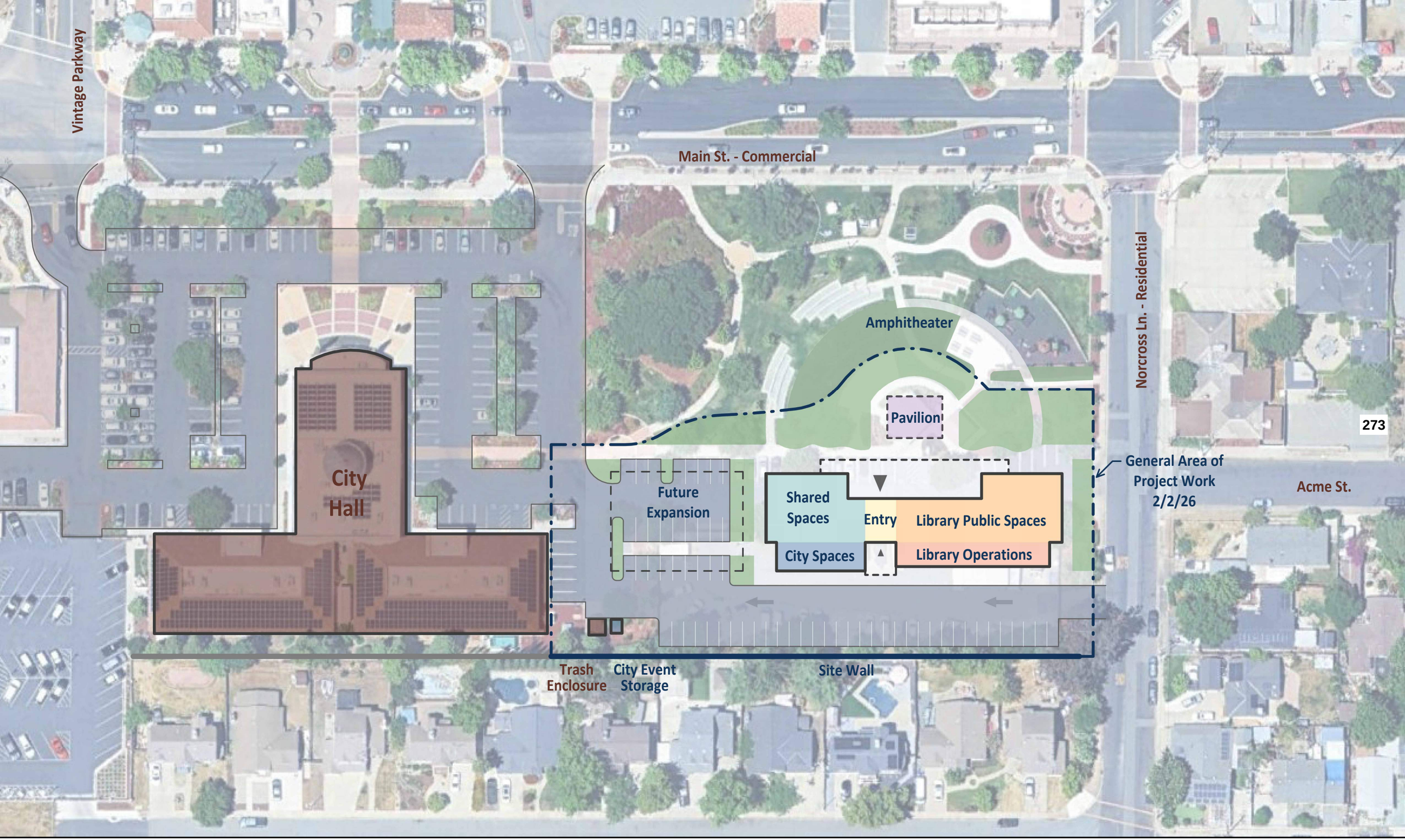
Either party may at any time designate in writing a substitute address for that set forth above, and thereafter notices are to be directed to such substituted address. If sent in accordance with this Section, all written notices will be deemed effective (i) the next business day, if sent by overnight courier, and (ii) three days after being deposited in the United States Postal system, if sent by registered or certified mail.

H. Time is of the Essence. Time is of the essence in fulfilling all terms and conditions of this Lease.

I. Governing Law. The laws of the State of California govern all matters arising out of this Lease.

J. Severability. In the event that any provision herein contained is held to be invalid or unenforceable in any respect, the validity and enforceability of the remaining provisions of this Lease will not in any way be affected or impaired.

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SIEGEL & STRAIN Architects

Oakley Library & Community Center
Concept Design - 2/2/26

Concept Site Plan
Scale: 1" = 60'

0 30 60 120 ft.

N

1



SIEGEL & STRAIN Architects

Oakley Library & Community Center
Concept Design - 2/2/26

Concept Landscape Plan
Scale: 1" = 60'

0 30 60 120 ft.

N

2

January 2026 New In-Town Business Licenses

Business Name	Primary Contact Email Address	Full Primary Address	Active Licenses
ADVENTURE THERAPY FOUNDATION	LAUREN@ADVENTUREFOUND.ORG	[redacted] OAKLEY CA 94561	HOME BASED BUSINESS
AMANDA RANOLA OPTOMETRIC CORPORATION	RANOLA.AMANDA@GMAIL.COM	[redacted] OAKLEY CA 94561	BUSINESS LICNESE
CURB 2 CASH	ACANO86239@GMAIL.COM	[redacted] OAKLEY CA 94561	BUSINESS LICNESE
D1-REXP LLC	OMOT57@GMAIL.COM	[redacted] OAKLEY CA 94561	HOME BASED BUSINESS
JULIANNE PIERNOT	BENCHTOBRAND@GMAIL.COM	[redacted] OAKLEY CA 94561	HOME BASED BUSINESS
LOLA ROSE COFFEE CO, LLC	INFO.LOLAROSECOFFEE@GMAIL.COM	[redacted] OAKLEY CA 94561	HOME BASED BUSINESS
PLAYGROUND PICTURES 2.0	AMYLOUPICK@GMAIL.COM	[redacted] OAKLEY CA 94561-2350	HOME BASED BUSINESS
SEEDED RIVERS THERAPY	STEFANI.RIOS@SEEDEDRIVERSTHERAPY.COM	[redacted] OAKLEY CA 94561-2189	HOME BASED BUSINESS
TMA INDUSTRIES LLC	JAMES@TMAINDUSTRIES.COM	[redacted] OAKLEY CA 94561-2137	HOME BASED BUSINESS
9			

DATE: February 10, 2026

Approved and Forwarded to the City Council

TO: Joshua McMurray, City Manager

FROM: Ken Strelo, Community Development Director

SUBJECT: Work Session to Discuss the Feasibility of Permitting Unhosted Stay Short-Term Rentals in the Downtown Specific Plan and an Update on SB 346 (Short-Term Rental Facilitator Act of 2025)

Background

SUMMARY

In April of 2025, Staff conducted a Planning and Zoning Work Session with the City Council that included three main topics. One of those topics was on short-term rentals ("STR"), specifically in the downtown. Staff presented information that all STRs in Oakley are subject to the same set of regulations One of those regulations is for all STRs to be operated as a "hosted stay," which requires the owner to remain on site throughout the guest's stay (except during daytime and/or work hours). The City Council raised the question of whether unhosted stays could be considered in either the entire downtown or perhaps certain subareas of the downtown. A question was also raised of how many dwelling units such a regulation may affect if put into place. This work session serves to provide additional information for the City Council to continue the discussion. Also, Staff is providing additional information related to a law enacted last year (SB 346 (Short-Term Rental Facilitator Act of 2025)) that would allow the City to request reports from Short-Term Rental Facilitators (e.g. Airbnb, VRBO) as often as every three months and require them to list each STRs' license number and Transient Occupancy Tax certification with its listing.

DOWNTOWN SPECIFIC PLAN

The Downtown Specific Plan ("DSP") was adopted in 2010 and serves as the zoning document for downtown Oakley and the immediate surrounding area. The DSP encompasses approximately 80 acres of land divided into three subareas known as the Downtown Core Area ("DSP-DC"), Downtown Support Area ("DSP-DS"), and Residential Commercial Conversation Area ("DSP-RCCO").

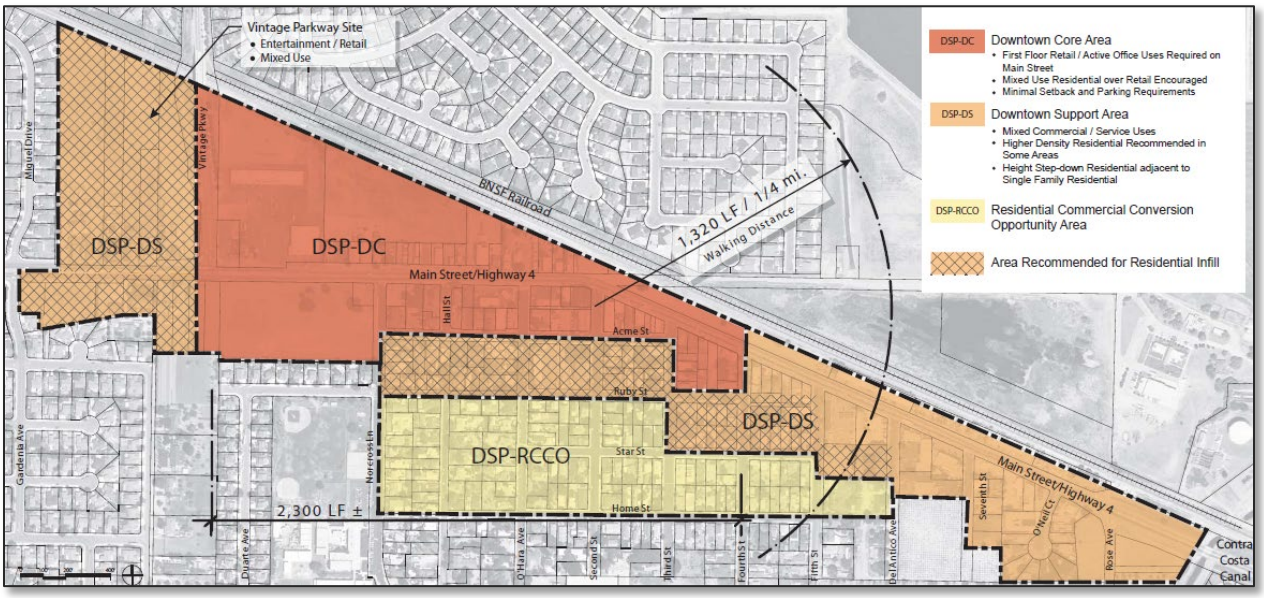
- The DSP-DC is made up mostly of commercial uses on the north and south of Main Street from Vintage Parkway to Fourth Street.

- The DSP-DS is made up of both commercial and residential uses south of the DSP-DC and along Main Street from Fourth Street to the canal crossing on Main Street. It also includes the area north and south of Main Street west of

Vintage Parkway, to Gardenia Avenue on the south and to the rear of the homes lining Miguel Drive on the north.

- The DSP-RCCO includes the remaining area north of Home Street, east of Norcross Lane, and west of Del Antico Avenue and consists of residential uses. Figure 1 shows the DSP Subarea Map.

Figure 1. Downtown Specific Plan Subarea Map



Staff conducted a count of the approximate number of residential dwelling units in the DSP using aerial imagery. It is estimated that approximately 200 units exist within the boundaries of the DSP with about half of those units existing in the DSP-RCCO. A majority of the remaining units exist in the DSP-DS. There are a limited number of units in the DSP-DC and most are likely part of a mixed-use building.

SB 346 (SHORT-TERM RENTAL FACILITATOR ACT OF 2025)

On October 13, 2025, the Governor of California signed SB 346 into law. The law authorizes California cities to require companies like Airbnb and VRBO (i.e., Short-Term Rental Facilitators) to report data on rental listings. These reports can assist cities in achieving compliance with STRs obtaining permits through the City and in collecting Transient Occupancy Tax ("TOT") from the STRs. The current TOT is equal to 10% of the rent charged by the operator. Essentially, SB 346 results in tools to allow cities to better audit permitted STRs operating within their jurisdiction and learn about non-permitted STRs that may have licenses through a facilitator, but no STR permit through the city. SB 346 also allows cities to add language to their ordinance that requires facilitators to provide reports to the city (as often as every three months) and list license numbers and TOT certification numbers directly on the STRs online listings. Failure to timely provide reports or list such information on registered STRs could result in administrative citations being issued to the facilitator.

HOSTED STAYS, UNHOSTED STAYS AND VACATION RENTALS

During the April 2025 work session, a question was raised for consideration on whether the Council would consider allowing unhosted stays within any of the subareas of the DSP. An unhosted stay "means a short-term rental where the owner remains off site during the guest's stay." Unhosted stays differ from hosted stays in that hosted stays "means a short-term rental where the owner remains on site throughout the guest's stay (except during daytime and/or work hours)." The STR ordinance prohibits unhosted stays citywide.

In context, a hosted stay would require the owner to stay residing at the home during the stay, except when they may be present at work, or during the day. This would mean the owner would stay in the home overnight and before and after work. The code is not meant to require an owner to never leave the home for errands or other daily needs, and there could be rare cases where an owner works a graveyard shift, meaning they may not be present at night and then not be required to be present during the day. The main point of the requirement is that owners don't leave town or vacation for days at a time while renting the STR. For all intents and purposes, this requires the owner to maintain and use living quarters in the STR even when it is being rented as an STR. An example of this would be an STR is rents out a portion of the home or a room in the home, but likely not the entire home. An unhosted stay would allow an owner that lives in the home as a primary residence not to be present during the stay and potentially rent the entire home and not maintain living quarters in the home during the stay.

In addition to hosted stays and unhosted stays, the STR ordinance also defines vacation rental as "a short-term rental that is not the owner's primary residence." The STR ordinance prohibits vacation rentals citywide.

OPERATIONS

The current STR ordinance includes an operational requirement that would remain in place whether the STR were to be operated as a hosted stay, unhosted stay, or vacation rental. The requirement is found in Oakley Municipal Code section 5.15.118 (Operations) part "a" and states the following:

> While a short-term rental unit is rented, the owner shall be available twenty-four (24) hours per day, seven days per week for the purpose of responding within sixty (60) minutes to complaints regarding the condition, operation, or conduct of occupants of the short-term rental unit or their guests.

Discussion

The purpose of this work session is to discuss the two main topics presented herein and provide majority consensus direction back to Staff. The two main topics for discussion are as follows:

- Whether to allow any specific one, two or all three subareas in the DSP to have unhosted stays and possibly vacation rentals; and
- Whether to update the STR ordinance with language to implement SB 346.

A marked-up version of the STR Ordinance (Chapter 5.15 of the Oakley Municipal Code) is included as an attachment to this Staff Report. In that attachment, there are three areas with potential text additions to assist the City Council in its discussions. The additions are included in red and blue text.

RED TEXT ADDITIONS

The additions in red text are those that Staff has added as main options for amendments to the ordinance. These additions would allow STRs in the DSP, or any specific subarea of the DSP, as directed by the City Council, to have unhosted stays. The other part of the red text is to implement SB 346.

BLUE TEXT

The addition in blue text is an additional option that could be considered should the City Council direct Staff to proceed with a text amendment to the code to allow unhosted stays in the DSP or any subarea of the DSP. It would allow for vacation rentals in the same portion of the DSP as the unhosted stays.

Consistency with the Oakley Strategic Plan 27+

Holding a work session on Planning and Zoning-related topics is consistent with applicable Strategic and Thoughtful Growth Objectives in the Community and Economic Goal of the Oakley Strategic Plan 27+.

Fiscal Impact

Staff time and materials to prepare this report are covered by the General Fund.

Requested City Council Feedback

The purpose of this work session is to facilitate discussion with the City Council. Staff will receive direction, if any, from the City Council and proceed as directed.

Attachments

1. Notice of Work Session
2. Short-Term Rentals Ordinance (OMC chapter 5.15) – with mark ups

OAKLEY
CALIFORNIA

NOTICE OF WORK SESSION

Notice is hereby given that on **February 10, 2026, at 6:30 p.m.**, or as soon thereafter as the matter may be heard, the City Council of the City of Oakley will hold a Work Session at the Council Chambers located at 3231 Main Street, Oakley, CA 94561 for the purposes of considering the application described below:

Project Name: Work Session to Discuss the Feasibility of Permitting Unhosted Stay Short-Term Rentals in the Downtown Specific Plan and an Update on SB 346 (Short-Term Rental Facilitator Act of 2025).

Project Location: Downtown Specific Plan area of the City of Oakley, Oakley, CA 94561.

Applicant: City-initiated Work Session.

Request: In April of 2025, Staff conducted a Planning and Zoning Work Session with the City Council that included three main topics. One of those topics was on short-term rentals ("STR"), specifically in the downtown. Staff presented information that all STRs in Oakley are subject to the same set of regulations One of those regulations is for all STRs to be operated as a "hosted stay," which requires the owner to remain on site throughout the guest's stay (except during daytime and/or work hours). The City Council raised the question of whether unhosted stays could be considered in either the entire downtown or perhaps certain subareas of the downtown. A question was also raised of how many dwelling units such a regulation may affect if put into place. This work session serves to provide additional information for the City Council to continue the discussion. Also, Staff is providing additional information related to a law enacted last year (SB 346 (Short-Term Rental Facilitator Act of 2025)) that would allow the City to request reports from Short-Term Rental Facilitators (e.g. Airbnb, VRBO) as often as every three months and require them to list each STRs' license number and Transient Occupancy Tax certification with its listing.

How to Review: The Staff Report and its attachments will be available for public review, on **February 5, 2026,** at City Hall, 3231 Main Street, Oakley, CA 94561 or online at www.ci.oakley.ca.us/agendas-minutes-videos-archive/ by navigating to the **February 10, 2026 City Council** agenda and clicking the project title link. Interested persons are invited to submit written comments prior to and may testify at the public hearing. Written comments may be submitted to Ken Strelo, Community Development Director, at the City of Oakley, 3231 Main Street, Oakley, CA 94561 or by email to strelo@ci.oakley.ca.us.

NOTICE IS ALSO GIVEN pursuant to Government Code Section 65009(b) that, if this matter is subsequently challenged in Court by you or others, you may be limited to raising only those issues you or someone else has raised at a Public Hearing described in this notice or in written correspondence delivered to the City of Oakley City Clerk at, or prior to, the Public Hearing.

Chapter 15
SHORT-TERM RENTALS

5.15.102 Title of Chapter.

This chapter shall be referred to as the "Short-Term Rental Ordinance."

(Sec. 1, Ordinance No. 06-20, adopted May 12, 2020)

5.15.104 Purpose.

a. The purpose of this chapter is to establish regulations for the use of privately owned dwelling units as short-term rentals in order to minimize the adverse effects of short-term rentals on the surrounding residential neighborhoods, ensure that short-term rentals are consistent with the City's municipal code, and preserve the residential character of the neighborhoods where short-term rentals are located.

b. This chapter is not intended to provide any person with the right or privilege to use a dwelling unit as a short-term rental where such use is not otherwise allowed by law, homeowner's association agreement, rental agreement, or any applicable conditions, covenants, and restrictions to the dwelling unit that may prohibit the use of such dwelling unit as a short-term rental.

(Sec. 1, Ordinance No. 06-20, adopted May 12, 2020)

5.15.106 Definitions.

For purposes of this chapter, the following words and phrases shall have the following meanings:

a. "Applicable laws, rules and regulations" means any laws, rules, regulations and codes (whether local, State or Federal) pertaining to the use and occupancy of a privately owned dwelling unit as a short-term rental.

b. "Applicant" means the owner of the short-term rental unit or the owner's authorized agent or representative.

c. "City Manager" means that person acting in the capacity of the City Manager of the City of Oakley or his or her designee.

d. "Good neighbor brochure" means a document prepared by the City that summarizes the general rules of conduct, consideration, and respect, including without limitation provisions of the Oakley Municipal Code and other applicable laws, rules, or regulations, pertaining to the use and occupancy of short-term rental units.

e. "Hosted stay" means a short-term rental unit where the owner remains on site throughout the guest's stay (except during daytime and/or work hours).

f. "Owner" means the owner of a dwelling unit who rents their primary residence as a short-term rental unit and who is responsible for compliance with this chapter. The owner shall be available 24 hours per day, seven days per week for the purpose of: (1) responding within sixty (60) minutes to complaints regarding the condition, operation, or conduct of occupants of the short-term rental unit; and (2) taking remedial action to resolve any such complaints.

g. "Primary residence" means an owner's permanent residence as documented by at least two of the following and in the owner's name: motor vehicle registration, driver's license, voter registration, tax documents showing the dwelling unit as the owner's residence, or a utility bill. A person may only have one primary residence and must reside there for a minimum of nine months per year.

h. "Property" means a residential legal lot on which the short-term rental unit is located.

i. "Responsible person" means a transient occupant of a short-term rental unit who is at least twenty-five (25) years of age and who is legally responsible for ensuring that all transient occupants of the short-term rental and their guests comply with all applicable laws, rules, and regulations pertaining to the use and occupancy of a short-term rental.

j. "Short-term rental permit" means a permit that allows the use of a privately owned residential dwelling as a short-term rental unit pursuant to the provisions of this chapter.

k. "Short-term rental unit" means an accessory use of a privately owned residential dwelling, such as, but not limited to, a single-family dwelling or multiple-family building, apartment unit, condominium, or duplex, for the purposes of providing temporary lodging, for compensation, for periods of thirty (30) consecutive days or fewer. Any dwelling unit used as a short-term rental unit shall be considered a "hotel" for the purposes of Chapter 3.2 related to uniform transient occupancy tax.

l. "Transient" for purposes of this chapter means any person who seeks to rent or who does rent a short-term rental unit for a period of thirty (30) consecutive days or fewer.

m. "Unhosted stay" means a short-term rental unit where the owner remains off site during the guest's stay.

n. "Vacation rental" means a short-term rental unit that is not an owner's primary residence. A vacation rental unit does not include a hotel or motel, as those terms are defined at Section 9.1.202, or other business in which rooms are rented as the principal use of a building devoted to lodging.

(Sec. 1, Ordinance No. 06-20, adopted May 12, 2020)

5.15.107 Vacation Rentals Prohibited.

Vacation rentals, as defined in this chapter, are a prohibited use and shall not be operated within the City of Oakley, except as set forth below.

a. Vacation Rental. The short-term rental may be a vacation rental only if the residence is located within the boundaries of the adopted SP-4 (Downtown Specific Plan) District.

(Sec. 1, Ordinance No. 06-20, adopted May 12, 2020)

5.15.108 Owner Is Responsible.

The owner shall be personally responsible for compliance with the requirements of this chapter and shall be subject to any applicable remedies for noncompliance, regardless of whether such noncompliance was committed by the owner or the occupants of the short-term rental unit or their guests.

(Sec. 1, Ordinance No. 06-20, adopted May 12, 2020)

5.15.110 Short-Term Rental Permit Required.

a. It shall be unlawful for an owner to rent any short-term rental unit to any transient without having a valid short-term rental permit issued by the City pursuant to the provisions of this chapter.

b. A short-term rental permit shall be valid for a period of one year from the date of issuance, and shall be renewed on or prior to the anniversary of the original permit issuance to remain valid.

c. A short-term rental permit may not be transferred to another owner, does not run with the land, and is valid only for the original location for which it is issued.

(Sec. 1, Ordinance No. 06-20, adopted May 12, 2020)

5.15.112 Application.

a. The owner must submit the following information on a short-term rental permit application form provided by the City:

1) The name, address, and telephone number of the owner of the short-term rental unit;

2) The address of the proposed short-term rental unit;

3) The number of bedrooms and the applicable overnight and daytime occupancy limit of the proposed short-term rental unit;

4) Acknowledgment that the owner has received and reviewed the good neighbor brochure and will provide the brochure to all transients;

5) A copy of a transient occupancy registration permit issued under Section 3.2.006(d);

6) Such other information as the City Manager deems reasonably necessary to administer this chapter; and

7) Payment of the application fee established separately by resolution of the City Council.

b. A short-term rental permit application may be denied if the applicant has had a prior short-term rental permit for the same unit revoked within the twelve (12) calendar months that preceded the effective date of the application.

c. Within fourteen (14) days of a change of property ownership or any other change in material facts pertaining to the information contained in the short-term rental permit application form, the owner shall submit an application and requisite application fee for a new short-term rental permit, which must be obtained prior to continuing to rent the short-term rental unit.

(Sec. 1, Ordinance No. 06-20, adopted May 12, 2020)

5.15.114 Criteria for Approval and Renewal of a Short-Term Rental Permit.

a. The applicant has the burden of proof to demonstrate compliance with each applicable criterion for approval or renewal of the permit.

b. To receive permit approval, an applicant must demonstrate the following:

1) The owner shall demonstrate that it will comply with all the obligations and requirements of Sections 5.15.116 and 5.15.118.

2) A completed checklist for fire safety (fire extinguishers, smoke alarms, carbon monoxide detectors, etc.) shall be required with each annual permit application and renewal. It is the owner’s responsibility to ensure that the short-term rental unit is and remains in substantial compliance with all applicable laws, rules and regulations including those regarding fire, building and safety, and health and safety.

3) At the time of application, the owner of a short-term rental shall not have been found to be in noncompliance of any provision of this Code for the subject short-term rental unit. A voluntary assurance of compliance or negotiated compliance agreement will satisfy the requirement that there be no pending actions or violations.

4) The owner shall have a current business license in accordance with Chapter 3.5.

5) The owner shall have obtained a transient occupancy registration certificate for purpose of its obligation to pay transient occupancy taxes under Chapter 3.2.

(Sec. 1, Ordinance No. 06-20, adopted May 12, 2020)

5.15.116 Operational Requirements and Standard Conditions.

a. The owner shall use reasonably prudent business practices to ensure that the short-term rental unit is used in a manner that complies with all applicable laws, rules, and regulations pertaining to the use and occupancy of the subject short-term rental unit, including this chapter.

b. The minimum number of days that a short-term rental unit shall be occupied is three days, two nights. Occupancy of a short-term rental unit by any transient for fewer than three days, two nights is prohibited.

c. The maximum number of overnight guests for a short-term rental unit shall not exceed two persons per bedroom, except that children under the age of four shall not be counted for purposes of calculating this limitation so long as the children sleep in the same bedroom as at least one of their parents or legal guardians. Additional daytime guests are allowed between the hours of 7:00 a.m. and 10:00 p.m., with the maximum daytime guests not to exceed two persons per bedroom with a maximum of sixteen (16) guests allowed for four bedrooms or more. The following table illustrates the maximum number of occupants:

Number of Bedrooms	**Total of Overnight Occupants**	**Total Daytime Occupants (Including Number of Overnight Occupants)**
0 – Studio	2	4
1	2	4
2	4	8
3	6	12
4+	8	16

d. A short-term rental unit shall not change the residential character of the outside appearance of the residence, either by the use of colors, materials, lighting, or any advertising mechanism.

e. All parking associated with a short-term rental unit shall be entirely on site, in the garage, carport, and driveway or otherwise off of the public street.

f. Occupants of the short-term rental unit shall comply with all standards and regulations stated in Chapter 4.2 concerning noise.

g. The owner shall provide each occupant of the short-term rental unit with the following information prior to occupancy of the unit and shall post such information in a prominent location within the unit:

1) The contact information for the owner with twenty-four (24) hour availability;

2) The maximum number of overnight occupants and the maximum number of daytime occupants as permitted under this chapter;

3) Trash pick-up day and applicable rules and regulations pertaining to leaving or storing trash on the exterior of the property;

4) A copy of Chapter 4.2 concerning noise; and

5) Notification that the occupant or owner may be cited or fined by the City in accordance with this Code.

h. The short-term rental shall be a hosted rental for the duration of any occupancy by a transient, except as set forth below.

1) Unhosted Stay. The short-term rental may be an unhosted (stay) rental only if the residence is located within the boundaries of the adopted SP-4 (Downtown Specific Plan) District.

(Sec. 1, Ordinance No. 06-20, adopted May 12, 2020)

5.15.118 Operations.

a. While a short-term rental unit is rented, the owner shall be available twenty-four (24) hours per day, seven days per week for the purpose of responding within sixty (60) minutes to complaints regarding the condition, operation, or conduct of occupants of the short-term rental unit or their guests.

b. The owner shall use reasonably prudent business practices to ensure that the occupants and/or guests of the short-term rental unit do not create unreasonable noise or disturbances, engage in disorderly conduct, or violate any applicable law, rule or regulation pertaining to the use and occupancy of the short-term rental unit.

c. Prior to occupancy of a short-term rental unit, the owner shall obtain the name, address, and a copy of a valid government identification of a responsible person and require such responsible person to execute a formal acknowledgment that he or she is legally responsible for compliance by all occupants of the short-term rental unit and their guests with all applicable laws, rules, and regulations pertaining to the use and occupancy of the short-term rental unit.

d. Prior to occupancy of a short-term rental unit, the owner shall obtain from the responsible person the make, model and license of all vehicles of overnight occupants' vehicles to be parked at the property.

e. The owner shall, upon notification that the responsible person and/or any occupant and/or guest of the short-term rental unit has created unreasonable noise or disturbances, engaged in disorderly conduct, or committed violations of any applicable law, rule or regulation pertaining to the use and occupancy of the subject short-term unit, promptly respond within sixty (60) minutes in an appropriate manner to immediately halt or prevent a recurrence of such conduct by the responsible person and/or any occupants and/or guests. Failure of the owner to respond to calls or complaints regarding the condition, operation, or conduct of occupants and/or guests of the short-term rental unit within sixty (60) minutes in an appropriate manner shall be subject to all administrative, legal, and equitable remedies available to the City.

f. The owner shall report to the City Manager the name, violation, date, and time of disturbance of each person involved in three or more disorderly conduct activities, disturbances, or other violations of any applicable law, rule, or regulation pertaining to the use and occupancy of the subject short-term unit within twenty-four (24) hours of the third violation or disturbance.

g. Trash and refuse shall not be left stored within public view, except in proper containers for the purpose of collection by the City's authorized waste hauler on scheduled trash collection days. The owner shall use reasonably prudent business practices to ensure compliance with all the provisions of Chapter 4.20.

h. The owner shall post the current short-term rental permit number on or in any advertisement appearing in any newspaper, magazine, brochure, trade paper, website, etc., that promotes the availability or existence of a short-term rental unit.

i. The City Manager shall have the authority to impose additional conditions on the use of any short-term rental unit to ensure that any potential secondary effects unique to the subject short-term rental unit are avoided or adequately mitigated.

j. The standard conditions set forth herein may be modified by the City Manager, or designee, upon request of the owner based on site-specific circumstances for the purpose of allowing reasonable accommodation of a short-term rental unit. All requests

must be in writing and shall identify how the strict application of the standard conditions creates an unreasonable hardship to a property such that, if the requirement is not modified, reasonable use of the property for a short-term rental would not be allowed. Any hardships identified must relate to physical constraints to the subject site and shall not be self-induced or economic. Any modifications of the standard conditions shall not further exacerbate an already existing problem.

(Sec. 1, Ordinance No. 06-20, adopted May 12, 2020)

5.15.120 Violations.

a. A violation of any provision of this chapter by any occupant or owner shall constitute grounds for modification, suspension, or revocation of the short-term rental permit. In addition, the failure of the owner to satisfy any of its obligations and requirements in Chapter 3.2 concerning transient occupancy taxes shall be an independent basis for modification, suspension, or revocation of any permit issued under this chapter.

b. Whenever any owner fails to comply with any provision of this chapter, the City, after giving the owner ten (10) days' written notice specifying the time and place of a hearing before the City Council, and requiring him to show cause why the short-term rental permit should not be modified, suspended, or revoked, may modify, suspend, or revoke the permit held by the owner.

c. The City may enforce this chapter, including the terms and conditions of any permit granted under this chapter, by any means provided for in Chapter 1.5 or by any other means authorized by law.

(Sec. 1, Ordinance No. 06-20, adopted May 12, 2020)

5.15.122 Fees.

The City Council may establish and set by resolution all fees and charges as may be necessary to effectuate the purpose of this chapter.

5.15.124 Implementation of SB 346 (Short Term Rental Facilitator Act of 2025).

a. "Short-Term Rental Facilitator" for the purposes of this Chapter shall have the same meaning as defined in the text for SB 346 (Short-Term Rental Facilitator Act of 2025), codified in Chapter 4.6 (commencing with Section 50990) of Part 1 of Division 1 of Title 5 of the California Government Code.

b. Upon request by the City, each Short-Term Rental Facilitator shall report, for each short-term rental listed or booked through its platform within the City, the physical address, Assessor Parcel Number, ZIP code, and URL of the listing for each reporting period, as defined by the City.

c. Each Short-Term Rental Facilitator shall ensure that all listings for short-term rentals located within the City display the property's valid local license number and Transient Occupancy Tax certification.

d. Failure to comply with reporting or listing requirements under this chapter shall subject the Short-Term Rental Facilitator to an administrative citation, pursuant to Chapter 1.5 (Penalties and Remedies) of the Oakley Municipal Code.

e. A Short-Term Rental Facilitator shall be found to be out of compliance with this chapter for each short-term rental not listed in compliance with this chapter, and each short-term rental found to be listed out of compliance with this chapter may result in a separate administrative citation.