



AGENDA

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

Tuesday, April 14, 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.

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

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.

Agendas may be picked up at Oakley City Hall for no charge. To request information regarding placement on the City's agenda e-mail distribution list, please contact us at (925) 625-7000.

We provide social media options to stay connected to City Hall through Facebook, X, Next Door and Instagram.

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

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

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

Information Regarding Public Comment

Members of the public may address the Council on items of interest that are within the City's jurisdiction. In compliance with State law, the council may not take action or have discussion on any item that is not specifically listed on the agenda. Public comment on items not listed on the agenda will be heard under the Public Comments section of the agenda. Public comments on items listed on the agenda will be heard as the Mayor calls the items. In compliance with State law, the Council may not take action on an item that is not specifically listed on the agenda. If you would like to speak on any agenda item, please fill out a public speaker card available in the lobby and submit it to the City Clerk seated in the Council Chamber **prior to the agenda item being called**. The Mayor will call you by name to the podium to hear your comment. PUBLIC COMMENTS ARE LIMITED TO THREE (3) MINUTES. Online public comments are accepted until 4 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 (Sy'Aer Jones, Delta Vista Middle School)

1.3 Delta Update (Roger Mammon)

1.4 Diablo Water District Update (Dan Muelrath, General Manager)

1.5 BART Update (Mark Foley, Director)

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 March 24, 2026 (Kim Snodgrass, City Clerk)

[Minutes](#)

- 4.2 Waive the Second Reading and Adopt Ordinance No. 5-26 Amending Section 1.5.209 and 1.5.210 of the Oakley Municipal Code Concerning Requests for Administrative Hearings Challenging Citations (Conrad Fromme, Chief Building Official)**

[Ordinance](#)

- 4.3 Adopt a Resolution Authorizing the Sale of Police Department Firearms No Longer Needed for Departmental Use (Paul Beard, Police Chief)**

[Staff Report](#)

[1. Resolution](#)

- 4.4 Adopt a Resolution Creating Zone 202 within the Oakley Special Police Tax Area Consisting of the Delta Pointe Plaza Project Located North of Newman Way and Journey Way (APN 037-160-047-9) (Billilee Saengchalern, Public Works Director/City Engineer)**

[Staff Report](#)

[1. Resolution](#)

[1A. Exhibit A](#)

[2. Ordinance](#)

[2A. Exhibit A](#)

[2B. Exhibit B](#)

- 4.5 Adopt a Resolution Approving an Assignment of the Current Five-Year Lease Agreement Between the City and Mulehead Growers, LLC to Brownstone Growers, LLC for City-Owned Property Located at 1785 Walnut Meadows Drive, Oakley (APN 037-141-006) and Authorizing the City Manager to Execute the Agreement (Joshua McMurray, City Manager)**

[Staff Report](#)

[1. Site Map](#)

[2. Draft Resolution](#)

[3. Assigned Lease Agreement Amendment](#)

[4. Current Lease Agreement](#)

5. PUBLIC HEARINGS

6. REGULAR CALENDAR

- 6.1 Adopt an Urgency Ordinance Imposing a Temporary Moratorium Prohibiting the Processing and Approval of New Data Center Land Use Applications within City Limits to Allow for Evaluation of the Public Health and Environmental Impacts and the Enactment of Further and Appropriate Regulations Concerning the Same (Derek Cole, City Attorney)**

[Staff Report](#)

[1. Proposed Moratorium Ordinance Concerning Data Center Land Uses](#)

7. REPORTS

- 7.1 City Manager
(a) City Manager**

(b) Business License Update

(c) Follow-up Memo

[March New Business Licenses](#)

[Follow up Memo](#)

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

9. CLOSED SESSION

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 MARCH 24, 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 (Webelos, Pack 152, Oakley)

Webelos Scouts from Pack 152 performed a Flag Ceremony and led the Pledge of Allegiance to the Flag.

1.3 Certificate of Recognition to Medical Center for Birds (Dr. Brian Speer)

Harumi Murata introduced Dr. Brian Speer, highlighting his recent selection by the East Bay Economic Development Alliance as the 2026 East Bay Innovation Award recipient for Life Science.

Dr. Speer expressed his gratitude to the Council for the recognition, after which Mayor Henderson presented him with a Certificate of Recognition.

2. PUBLIC COMMENTS

There were no Public Comments submitted.

3. COUNCILMEMBER COMMENTS

Councilmember Fuller provided a comment.

4. CONSENT CALENDAR

**4.1 Approve Minutes from the Regular Meeting held March 10, 2026
(Kim Snodgrass, City Clerk)**

4.2 Waive the second reading and adopt Ordinances 3-26 and 4-26 - Bridgehead Industrial Project (GPA 02-23, RZ 04-23, TM 10-23, DR 11-23, MSP 01-23, DA 2025-01) (Ken Strelo, Community Development Director)

- 4.3 Consideration of a Resolution Establishing the Rate per Equivalent Runoff Unit for Fiscal Year (FY) 2025/26 and Requesting the Contra Costa County Flood Control and Water Conservation District to Adopt an Annual Parcel Assessment for Drainage Maintenance and the National Pollutant Discharge Elimination System Program (Billilee Saengchalern, Public Works Director/City Engineer)
- 4.4 Adopt a Resolution Adopting Updated Records Retention Schedules, Authorizing the Destruction of Certain City Records, and Rescinding Resolution No. 08-13 and Resolution No. 17-18 (Kim Snodgrass, City Clerk)
- 4.5 Adopt a Resolution Approving the Adoption of the Housing Element Annual Progress Report including the SB 341 Report (Evan Gorman, Associate Planner)
- 4.6 Adopt a Resolution Approving a Deferred Improvement Agreement with Kenneth and Evelyn Ferrante, Trustees of the Kenneth and Evelyn Ferrante 2014 Trust, for Frontage Improvements at 2540 Oakley Road (MS 22-976) (Billilee Saengchalern, Public Works Director/City Engineer)
- 4.7 Adopt a Resolution Approving the Municipal Pooling Authority Amended and Restated Joint Exercise of Powers Agreement Between the City of Oakley and Other Public Agency Members (Jeri Tejada, Administrative Services Director)
- 4.8 Adopt Resolutions Amending the Consulting Services Contract with KOA Hills to Add Report Writing Services (Jeri Tejada, Administrative Services Director)
- 4.9 Adopt a Resolution to Approve the First Amendment to the Reimbursement Agreement with Ironhouse Sanitary District related to East Cypress Road Sanitary Sewer Improvements associated with CIP 247, 310, and 302 and Authorize the City Manager to execute the agreement (Billilee Saengchalern, Public Works Director/City Engineer)

Mayor Henderson announced that Staff would like to pull items 4.2 and 4.3.

Councilmember Fuller pulled items 4.1, 4.4, 4.6 and 4.8

It was moved by Councilmember Shaw and seconded by Vice Mayor Meadows to approve the remainder of the Consent Calendar. **AYES:** Fuller, Henderson, Meadows, Shaw, Williams **NOES:** None **RESULT:** Motion carried (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 the minutes as written. **AYES:** Henderson, Meadows, Shaw, Williams **NOES:** Fuller **RESULT:** Motion carried (4-1)

Item 4.2

City Manager Joshua McMurray read a statement addressing errors identified in the ordinance.

City Attorney Derek Cole also provided a statement and apologized for not catching the errors.

Public comments were provided by David Bonson, Jasper Willowbrook and Mushda Faiez.

Public comments were received by the following individuals and will be entered into the record: Abigail Lopez, Christopher Long, James Paolo Herogeno, Sofia Gatchalian, Sahar Faiez, Susane Nader, Athina Salas, Jasmine Faiez, Jacqueline DeTorres, Vintage Resident, Jaana Hansen and two individuals who did not state their names.

Councilmembers Fuller and Shaw provided comments.

City Attorney Derek Cole clarified for the record that by approving this item, they would be approving the three items included in the packet.

It was moved by Vice Mayor Meadows and seconded by Mayor Henderson to approve the Bridgehead Industrial Planned Unit Development and adopt Ordinances 3-26 and 4-26. **AYES:** Henderson, Meadows, Shaw, Williams **NOES:** Fuller **RESULT:** Motion carried (4-1)

Item 4.3

City Manager Joshua McMurray addressed some misinformation about this item and provided background on why this item is a formality.

Questions were provided by Councilmembers Fuller, Williams and Shaw, which were addressed by Mr. McMurray.

Councilmember Fuller and Vice Mayor Meadows provided comments.

It was moved by Councilmember Williams and seconded by Vice Mayor Meadows to adopt the Resolution establishing the Rate per Equivalent Runoff Unit for FY 2026/27 and requesting the Contra Costa County Flood Control and Water District to adopt an annual parcel assessment for drainage maintenance and the NPDES program. **AYES:** Henderson, Meadows, Shaw, Williams **NOES:** Fuller **RESULT:** Motion carried (4-1)

Following the vote, City Manager Joshua McMurray requested a brief recess to resolve a technical issue with the closed captioning. Mayor Henderson called for a five-minute recess.

Item 4.4

Councilmember Fuller mentioned he will vote no.

City Attorney Derek Cole provided clarification on the item.

Councilmembers Shaw and Williams provided comments and questions, which were addressed by Mr. McMurray and Mr. Cole.

It was moved by Vice Mayor Meadows and seconded by Councilmember Williams to adopt the resolution adopting the updated Records Retention Schedules, authorizing destruction of certain City records, and rescinding Resolutions 08-13 and 17-18. **AYES:** Henderson, Meadows, Shaw, Williams **NOES:** Fuller **RESULT:** Motion carried (4-1)

Mr. McMurray mentioned that there is still a technical issue with Closed Captioning in Granicus and it is only available on the City's YouTube channel at this time.

Item 4.6

Councilmembers Fuller and Shaw provided comments.

It was moved by Vice Mayor Meadows and seconded by Councilmember Williams to adopt the Resolution approving the Deferred Improvement Agreement for 2540 Oakley Road related to MS 22-976 and authorizing the City Manager to execute the agreement. **AYES:** Henderson, Meadows, Shaw, Williams **NOES:** Fuller **RESULT:** Motion carried (4-1)

Item 4.8

Councilmember Fuller provided a comment.

It was moved by Councilmember Shaw and seconded by Vice Mayor Meadows to adopt the Resolution amending the Consulting Services Contract with KOA Hills to add report writing services and authorize the City Manager to sign the amendment. **AYES:** Fuller, Henderson, Meadows, Shaw, Williams **NOES:** None **RESULT:** Motion carried (5-0)

5. PUBLIC HEARINGS

None

6. REGULAR CALENDAR

6.1 Waive the First Reading and Introduce An Ordinance Amending Section 1.5.209 and 1.5.210 of the Oakley Municipal Code Concerning Requests for Administrative Hearings Challenging Citations (Conrad Fromme, Chief Building Official)

Chief Building Official Conrad Fromme presented the report.

City Attorney Derek Cole provided clarification.

Questions were provided by Councilmembers Shaw and Williams, which were addressed by Mr. Fromme.

It was moved by Vice Mayor Meadows and seconded by Councilmember Shaw to waive the first reading and introduce the proposed ordinance amending sections 1.5.209 and 1.5.210 of the Oakley Municipal Code. **AYES:** Fuller, Henderson, Meadows, Shaw, Williams **NOES:** None **RESULT:** Motion carried (5-0)

7. REPORTS

7.1 City Manager

(a) City Manager

City Manager Joshua McMurray reported that the second Annual Day of Service will be April 25th; he then introduced Police Chief Paul Beard for the PD update.

(b) PD Update (Paul Beard, Police Chief)

Police Chief Paul Beard provided the update.

(c) City Council Salaries (Derek Cole, City Attorney)

City Attorney Derek Cole provided a report on City Council Salaries provided options and asked for direction from Council.

Councilmembers Fuller, Williams, Shaw, Vice Mayor Meadows, and Mayor Henderson, provided questions and comments, which were addressed by Mr. Cole.

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 attending the Chamber Mixer, the Mathnasium Ribbon Cutting, the International Women's Day Celebration at the Contra Costa County Board of Supervisors meeting, and Transit Appreciation Day at Tri Delta Transit. She also noted ongoing communication with constituents via email and telephone.

Vice Mayor Meadows reported he attended a Contra Costa Transportation Authority (CCTA) meeting and Marin Clean Energy (MCE) meeting. He also participated in a tour of California Forever, which is a large city planned in Solano County.

Councilmember Williams reported she attended a Delta Protection Commission Meeting and a Green Empowerment Zone meeting.

Mayor Henderson reported he attended the St. Patrick's Day event at Studio 55.

(b) Requests for Future Agendas

Councilmember Fuller requested a future agenda item regarding the safety of e-bikes. Councilmember Shaw supported it.

Councilmember Shaw requested a future agenda item to look at the format of meeting minutes, suggesting a hybrid approach that incorporates elements of previous and current practices. Councilmember Williams supported it and requested that the evaluation include looking into available technology to assist staff with minute preparation.

Councilmember Williams clarified her previous request for a future agenda item requesting the city to pursue a ban on data centers. She requested an interim moratorium to prevent the filing of new applications from being filed or processed while the work to implement the ban is underway. Councilmember Shaw supported the request.

8. WORK SESSION

8.1 5801 Bridgehead Road Preliminary General Plan Amendment (PA 2026-001) (Evan Gorman, Associate Planner)

Associate Planner Evan Gorman presented the report.

Councilmember Fuller asked a question, which was addressed by Mr. Gorman.

Dick Loewke, representing Loewke Planning Associates (Applicant), provided a presentation and additional project details.

Councilmember Williams and Fuller provided questions, which were addressed by Mr. Loewke.

Following the presentation, Councilmembers Fuller, Williams, and Shaw, Vice Mayor Meadows and Mayor Henderson provided comments and direction to staff.

9. CLOSED SESSIONS

None

10. ADJOURN

There being no further business, the meeting was adjourned at 8:55 p.m.

Respectfully submitted

Kim Snodgrass
City Clerk

ORDINANCE NO. 5-26

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF OAKLEY AMENDING SECTIONS 1.5.209 AND 1.5.210 OF THE OAKLEY MUNICIPAL CODE CONCERNING REQUESTS FOR ADMINISTRATIVE HEARINGS CHALLENGING CITATIONS

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

SECTION 1. Sections 1.5.209 and 1.5.210 of Oakley Municipal Code are amended as follows:

1.5.209 Request for Administrative Hearing.

a. Any person receiving an administrative citation may contest it by filing a request for an Administrative Hearing, except that a hearing for a building violation may not be requested unless and until a Notice of Noncorrection is issued. To obtain a hearing, the citee shall file a written request for an appeal through the City's online processing service, accessible through a web link provided at www.citationprocessingcenter.com, or by delivering the request through United States mail to the Citation Processing Center, P.O. Box 7275, Newport Beach, California 92658-7575. The request for a hearing shall indicate the grounds for contesting the citation and fine. A citee may contest the citation by denying that a violation occurred, by denying that it was not corrected within the correction period, if applicable, or by denying that the citee is a responsible person for the violation.

b. To be effective and complete, the request along with the Bail Fee which shall not exceed that of the citation amount must be submitted through or received by the online citation processing center within twenty (20) calendar days of the date the citation was issued. Upon receipt of the hearing request, Code Enforcement staff shall schedule an Administrative Hearing.

c. Any person who intends to request an Administrative Hearing and is financially unable to make the Bail Fee as required by this section, may file a request for a hardship waiver on a form provided by Citation Processing Center or Code Enforcement staff.

i. The request for a hardship waiver shall be filed with the initial hearing request through the Citation Processing Center within twenty (20) calendar days of the date the citation was issued.

ii. The Director or designee may waive the requirement for a Bail Fee only if the citee submits to the Director or designee a signed, sworn affidavit, together with any supporting documents or materials, demonstrating to the satisfaction of the Director or designee the person's actual financial inability to provide the Bail Fee in advance of the hearing. The person requesting the hardship waiver bears the

burden of establishing by substantial evidence that he or she does not have the financial ability to make the Bail Fee.

iii. The Director shall either grant or deny the request within ten (10) regular business days of receipt of such request. If the Director denies the request for a hardship waiver, the Director shall issue a written decision on the request to the person requesting the waiver. The decision of the Director shall be final. A copy of the Director's decision shall be mailed to the citee at the address provided in the request for the hardship waiver.

iv. If the request for a hardship waiver is denied, the citee shall submit the full Advance Deposit to the City within ten (10) regular business days after the date of the Director's decision. If the request for a hardship waiver is granted, but the Administrative Citation is upheld by the Hearing Officer, the fine shall be due and payable within ten (10) working days after the date the Hearing Officer's decision is issued.

d. The person requesting the Administrative Hearing may choose to file a written declaration with the Hearing Officer before the hearing or personally attend the hearing on the date and time specified by Citation Processing Center once the hearing request has been approved. A failure to file a written declaration before the hearing or personally attend the hearing will be considered a non-appearance. Non-appearance by the citee shall constitute an abandonment of the request, unless the hearing was continued pursuant to Section 1.5.210(f).

e. Failure to request a hearing in accordance with the provisions of this Section shall constitute a waiver of rights to contest an administrative citation and the imposition of a fine.

1.5.210 Hearing Procedures.

a. The Administrative Hearing shall be conducted by a Hearing Officer not more than forty-five (45) regular business days after the City's online processing center, Citation Processing Center, receives the request for Administrative Hearing, unless continued with the consent of the citee.

b. The Enforcement Officer shall ensure that the pertinent citation records are delivered to the Hearing Officer for a citation set for a hearing. The Enforcement Officer shall also make available to the citee before the hearing a copy of any additional reports concerning the citation that are provided to the Hearing Officer.

c. The citee shall be given the opportunity to testify and to present evidence relevant to financial hardship or the code violation specified in the citation. A parent or legal guardian of a citee who is a juvenile, under 18 years of age, shall accompany the citee.

d. The citation and any other reports prepared by the Enforcement Officer, or at his or her request, concerning the code violation or attempted correction of the code violation that are provided to the Hearing Officer shall be accepted by the Hearing Officer as prima facie evidence of the code violation and the facts stated in such documents.

e. Neither the Enforcement Officer nor any other representative of the City shall be required to attend the hearing, nor shall the Hearing Officer require that there be submitted any evidence, other than the citation, that may exist among the public records of the City on the violation. However, any such appearance and/or submission may be made at the discretion of the Enforcement Officer or any City employee or agent.

f. The Hearing Officer may continue a hearing if a request is made showing good cause by the citee or a representative of the City. All continuance requests shall either: (i) be made in person at the hearing by the citee or his or her representative if the citee is physically unable to attend, or (ii) be made by a written request received by the City's online processing center, Citation processing Center, at least 48 hours before the hearing date. If the continuance is granted, a new hearing date shall be scheduled to take place within 45 days. If the continuance is denied, the hearing shall proceed then and there as scheduled, and if the citee is not present the request(s) shall be deemed abandoned in accordance with subsection h. below. The Hearing Officer's decision is final and he or she shall either personally give the Notice of Decision to the citee or the representative if present at the end of the hearing or request that the notice be mailed by the Hearing Officer.

g. Hearings may be held via remote two-way audiovisual platforms so long as the platforms allow the citee to fully participate, interact with the Hearing Officer, see all City documentary evidence, and offer citee's own documentary evidence for Hearing Officer consideration.

SECTION 2. California Environmental Quality Act (CEQA).

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

SECTION 3. Severability.

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

SECTION 4. Effective Date and Posting.

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

is to be adopted, and within fifteen (15) days after its adoption, publishing a summary of the ordinance with the names of the Council Members voting for and against the ordinance.

PASSED AND ADOPTED by the City Council of the City of Oakley this 14th day of April 2026 by the following vote:

AYES:

NOES:

ABSTENTIONS:

ABSENT:

APPROVED:

Hugh Henderson, Mayor

ATTEST:

Kim Snodgrass, City Clerk

Date

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

Kim Snodgrass, CMC
City Clerk

DATE: March 30, 2026
TO: Joshua McMurray, City Manager
FROM: Paul Beard, Chief of Police
SUBJECT: Adopt a Resolution Authorizing the Sale of Police Department Firearms
No Longer Needed for Departmental Use

Approved and Forwarded to the
City Council

Background and Analysis

Shotguns used to serve as the backbone of police departments when a shoulder fired weapon was necessary. The Oakley Police Department is in possession of ten (10) police shotguns, more specifically the shotguns are Remington 870 12-gauge pump action shotguns with 18" barrels.

In 2004 the Contra Costa County Office of the Sheriff began equipping each of their patrol station houses with patrol service rifles. The Oakley Police Department was a contract of the Sheriff's Office at that time and the original allotment of patrol service rifles, to the Oakley Police Department, totaled no more than four (4) units.

The differences between a police shotgun and a patrol service rifle are many but suffice it to say the patrol service rifle outperforms the police shotgun in nearly every imaginable way and it is a contemporaneous tool for modern law-enforcement. Conversely, the police shotgun is rarely used in modern day law-enforcement services and it is an outdated shoulder fired platform.

Due to the fact the original allotment of patrol service rifles was no more than four (4), it was necessary for the Oakley Police Department to retain all of its police shotguns. Over the past 20 + years it has been determined it is best practice for law-enforcement agencies to equip their patrol service rifles with electronic sights and issue those electronic sighted rifles out to only one officer. This 1:1 ratio of rifles to officers is deemed to be best practice due to the fact the electronic sights are personalized to the officer and having rifle and officer agreement is critical in defensive/lethal encounters, which is the only logistical purpose of a patrol service rifle.

In 2016 the Oakley Police Department became its own stand-alone police department, and we began to purchase more patrol service rifles, but they were not equipped with electronic sights. It became optional for officers to deploy with a police shotgun, or a patrol service rifle, or both. In approximately 2019 we began equipping our patrol service rifles with electronic sights and we prioritized making sure our



officers were adequately trained on how to properly use the patrol service rifle and we ceased training on or deploying the police shotgun.

Over the past four (4) years the Oakley Police Department has obtained the best practice of having a 1:1 ration of rifles to officers and it has been determined the police shotgun is no longer a viable option for the Oakley Police Department and there is no longer a need to retain our police shotguns.

The police shotguns are serialized as:

AB103397M	AB109928M	AB412989M	AB413002M
AB774478M	AB774469M	AB774479M	RS03943B
RS92673A	RS94826C		

Purchase Format

I propose offering the ten police shotguns for sale to our sworn employee pool at a fair market rate. I would first offer the ten police shotguns to the first ten senior sworn members of the police department. If anybody passes on the opportunity to purchase a police shotgun I will work down on the seniority list until all sworn members of the police department have had an opportunity to purchase a police shotgun, or until the ten police shotguns have been exhausted. I will exclude myself from this process and I will not purchase a police shotgun if afforded the opportunity.

I will manage the process of determining which officers are eligible to purchase the police shotguns and making appointments with them to deliver the selected police shotguns to Glaser Arms, a firearm dealer in Brentwood, to legally transfer the shotgun from the City of Oakley to the individual officers. The individual officers will be responsible for all state imposed and dealer imposed transfer fees.

Valuations

The ten police shotguns are all over twenty (20) years old and show the wear and tear that is commonly associated with a tool of that age that is carried to the field daily. The police shotguns exhibit numerous cosmetic scuffs, scrapes and gouges as well as heavy finish wear and some surface rust. The police shotguns have also had a high number of heavy police loads (00 Buckshot loads and 1 oz. slug loads) that weighs against them. In spite of all of these detractors the police shotguns are all still safe and functional.

I have inquired of a local new/used/consignment firearm dealer, and I have checked several online firearm sale platforms. All these sources value the police shotguns, in possession by the Oakley Police Department, to be worth two hundred dollars



(\$200.00). This valuation does take into consideration the overall, and poor, condition of the police shotguns in question.

Unsold Shotguns

In the event any, or all, of the police shotguns do not sell to the sworn members of the Oakley Police Department Glaser Arms, a firearm dealer in Brentwood, has agreed to purchase them for two hundred dollars (\$200.00) each.

Fiscal Impact

There is minimal fiscal impact to the City of Oakley and the total sale of all ten police shotguns would result in \$2,000.00 coming to the City.

Staff Recommendation

I recommend approval of this agenda item as outlined in this Staff Report.

Attachments

1. Proposed Resolution



RESOLUTION NO. XX-26

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OAKLEY AUTHORIZING THE SALE OF POLICE DEPARTMENT FIREARMS NO LONGER NEEDED FOR DEPARTMENTAL USE

WHEREAS, per Government Code § 37351, city councils may control, dispose of, and convey personal property for municipal benefit; and

WHEREAS, the Oakley Police Chief desires to dispose of up to ten firearms no longer used by the Police Department (“OPD”) or any of its on-duty peace officers; and

WHEREAS, the out-of-service firearms consist solely of shotguns—lacking military-style features and select-fire capability—and are not classified as assault rifles prohibited for use by the general public; and

WHEREAS, to provide for a logical means of disposing the surplus firearms, OPD shall first offer to resell the used firearms to active duty Oakley peace officers at fair market value, with offers based on officer seniority; and

WHEREAS, if any of the aforementioned firearms remain in OPD’s possess after the offer to sell to senior peace officers, the Department shall resell the remaining firearms to Glaser Arms, a Federal Firearms License (“FFL”) dealer in Brentwood, California, at trade-in value; and

WHEREAS, the Police Chief shall ensure the used firearms are resold in strict conformity with the process outlined above; and

WHEREAS, allowing OPD to resell used surplus firearms will help offset the cost of equipment upgrades and save taxpayer money.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Oakley authorizes the Police Chief, or his designee from OPD, to dispose of the aforementioned firearms first to active peace officers, and therefore, to resell any remaining firearms to Glaser Arms, an FFL dealer.

PASSED AND ADOPTED by the City Council of the City of Oakley this 24th day of March 2026 by the following vote:

AYES:

NOES:

ABSTENTION:

ABSENT:

APPROVED:

Hugh Henderson, Mayor

ATTEST:

Kim Snodgress, City Clerk

Date

DATE: April 14, 2026
TO: Joshua McMurray, City Manager
FROM: Billilee Saengchalern, Public Works Director/City Engineer
SUBJECT: Creating Zone 202 within the Oakley Special Police Tax Area consisting of the Delta Pointe Plaza project located north of Newman Way and Journey Way (APN 037-160-047-9)

Background and Analysis

On March 7, 2024, the City Planning Department approved plans with certain Conditions of Approval for the proposed Delta Pointe Plaza project (the "Project"). The Project is designated as Commercial Downtown in the Oakley General Plan and zoned SP-4 (Downtown Specific Plan) district on the City of Oakley Zoning Map. The Project is currently comprised of APN 037-160-047-9, which is expected to be developed into a mixed-use building with one residential unit and 6,800 square feet of commercial space on the first floor and seven residential units on the second floor.

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

Beginning May 2016, the City established its own police department and no longer contracts with the Sheriff's office to provide public safety. In order to ensure that revenue grows at a rate sufficient to cover the cost of providing police services, City Council approved Resolution No. 113-16 on July 12, 2016 that allows for an adjustment in the annual tax per parcel by the increase in the Consumer Price Index for all Urban Consumers for the San Francisco-Oakland-Bay Area to become effective July 1, 2016. Adoption of the attached resolution and introduction of the attached ordinance will set an election date for May 18, 2026, which shall be conducted by the City Clerk via a mail ballot election. The vote will then be ratified at the May 26, 2026 regular City Council meeting, and the ordinance will take effect at that time assuming a favorable vote.

Consistency with the Oakley Strategic Plan 27+

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



Fiscal Impact

There will be no financial impact to the City's General Fund. The applicant has funded all costs associated with the annexation of Zone 202 to the Oakley Special Police Tax Area. The Fiscal Year 2025-26 special tax rate is \$2,695.08/parcel for developed commercial parcels and \$673.77/parcel for vacant commercial parcels. The Project is anticipated to consist of 6,800 square feet of commercial space and eight residential units. Successful creation of the Zone is expected to provide up to \$2,695.08 (in Fiscal Year 2025/26 dollars) in revenue annually at build-out. The taxes can be collected on the property tax rolls commencing in Fiscal Year 2026/27.

Staff Recommendation

The Conditions of Approval for the Delta Pointe Plaza project located north of Newman Way and Journey Way (APN 037-160-047-9) require the property owner to mitigate their financial impact on the police services budget. Adoption of this resolution and ordinance will set an election to be held on May 18, 2026. The election will then be ratified at the May 26, 2026, regular City Council meeting. Staff recommend the City Council:

1. Adopt the Resolution creating Zone 202 within the Oakley Special Police Tax Area consisting of the Delta Pointe Plaza project located north of Newman Way and Journey Way (APN 037-160-047-9); and
2. Introduce the Ordinance Establishing a Special Tax for Police Protection.

Attachments

1. Resolution Creating Oakley Special Police Tax Zone 202
 1. Exhibit A - Diagram
2. Ordinance Establishing a Special Tax
 1. Exhibit A – Diagram
 2. Exhibit B – Schedule for Police Service Tax



CITY OF OAKLEY

RESOLUTION NO. ____-26

**A RESOLUTION CREATING OAKLEY SPECIAL POLICE TAX AREA ZONE 202
WITHIN THE OAKLEY SPECIAL POLICE TAX AREA FOR THE DELTA POINTE
PLAZA PROJECT LOCATED NORTH OF NEWMAN WAY AND JOURNEY WAY
(APN 037-160-047-9)**

WHEREAS, it is the intention of the City Council to create Oakley Special Police Tax Area Zone 202 (Zone 202) within the Oakley Special Police Tax Area and authorize an election; and

WHEREAS, it is the intention of the City Council to adopt an ordinance establishing a special tax for police services within Zone 202; and

WHEREAS, the City recognizes the need for increased police protection services within Zone 202 and the difficulty of funding the current or increased level of police services with revenues now available; and

WHEREAS, it is the intention of the City Council to direct the City Clerk to conduct the election required by Government Code Section 53978, to be conducted by mail ballot pursuant to Elections Code Section 4108 and to be held on the earliest date permitted by law; and

WHEREAS, the Delta Pointe Plaza project (the "Project") is designated as Commercial Downtown in the Oakley General Plan and zoned SP-4 (Downtown Specific Plan) district on the City of Oakley Zoning Map. The Project is currently comprised of APN 037-160-047-9, which is expected to be developed into a mixed-use building with one residential unit and 6,800 square feet of commercial space on the first floor and seven residential units on the second floor. The Conditions of Approval for the Project require the Developer to mitigate the financial impact that their project has on the City's police services budget. The City of Oakley previously formed the Oakley Special Police Tax Area that authorizes the levy of an annual special tax on parcels to mitigate their financial impact to the City's police services budget. The property owner for the Project has requested the City assist with annexing the Project into the Oakley Special Police Tax Area to satisfy their Conditions of Approval. The initial annual special tax rate is \$2,695.08/parcel for developed commercial parcels and \$673.77/parcel for vacant commercial parcels (Fiscal Year 2025-26 rates) per the rate schedule that was adopted by the City Council on July 12, 2016, by Resolution No. 113-16; and

WHEREAS, this Resolution is adopted pursuant to Government Code section 53978; and

WHEREAS, under Government Code section 53978 and for the purposes of this Resolution, a "voter" entitled to vote on the creation of Zone 202 is a person who owns real property within Zone 202 at the time Ordinance No. ____-26 is adopted, as shown on

the last equalized assessment roll prepared by the Contra Costa County Assessor's Office.

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

1. All of the City of Oakley shall be considered as the Oakley Special Police Tax Area.
2. That portion of the City of Oakley shown on the plats titled Exhibit "A" is established as Zone 202 of the Oakley Special Police Tax Area.
3. That Ordinance No. __-26 introduced this date is to be presented for approval of the voters of Zone 202 by a mail ballot election, to be held on May 18, 2026. The ballot proposition shall read as follows:

"Shall Ordinance No. __-26 of the City Council of the City of Oakley be approved so as to authorize a special tax on property located in Zone 202 of the Oakley Special Police Tax Area to maintain the present level of police protection service and provide additional funding for increased police protection service? The initial annual special tax rate for County use code 31 (Commercial Stores - Not Supermarkets) is \$2,695.08/parcel for developed commercial parcels and \$673.77/parcel for vacant commercial parcels per the current Fiscal Year 2025-26 rate schedule. I also acknowledge that the tax rate can be adjusted annually as described in Ordinance No. __-26."

4. The City Clerk is directed to take all steps necessary to conduct the election required by this order. Said election shall be conducted by mailed ballot pursuant to Elections Code Section 4000 and shall be held on a date other than the same date as a statewide direct primary election or statewide general election as specified above.
5. Zone 202 of the Oakley Special Police Tax Area shall not be created, and the tax authorized in Ordinance No. __-26 shall not be imposed if the Ordinance is not approved by two-thirds of the voters participating in the election called in Ordinance No. __-26.

PASSED AND ADOPTED by the City Council of the City of Oakley at a meeting held on April 14, 2026, by the following vote:

AYES:

NOES:

ABSTENTION:

ABSENT:

APPROVED:

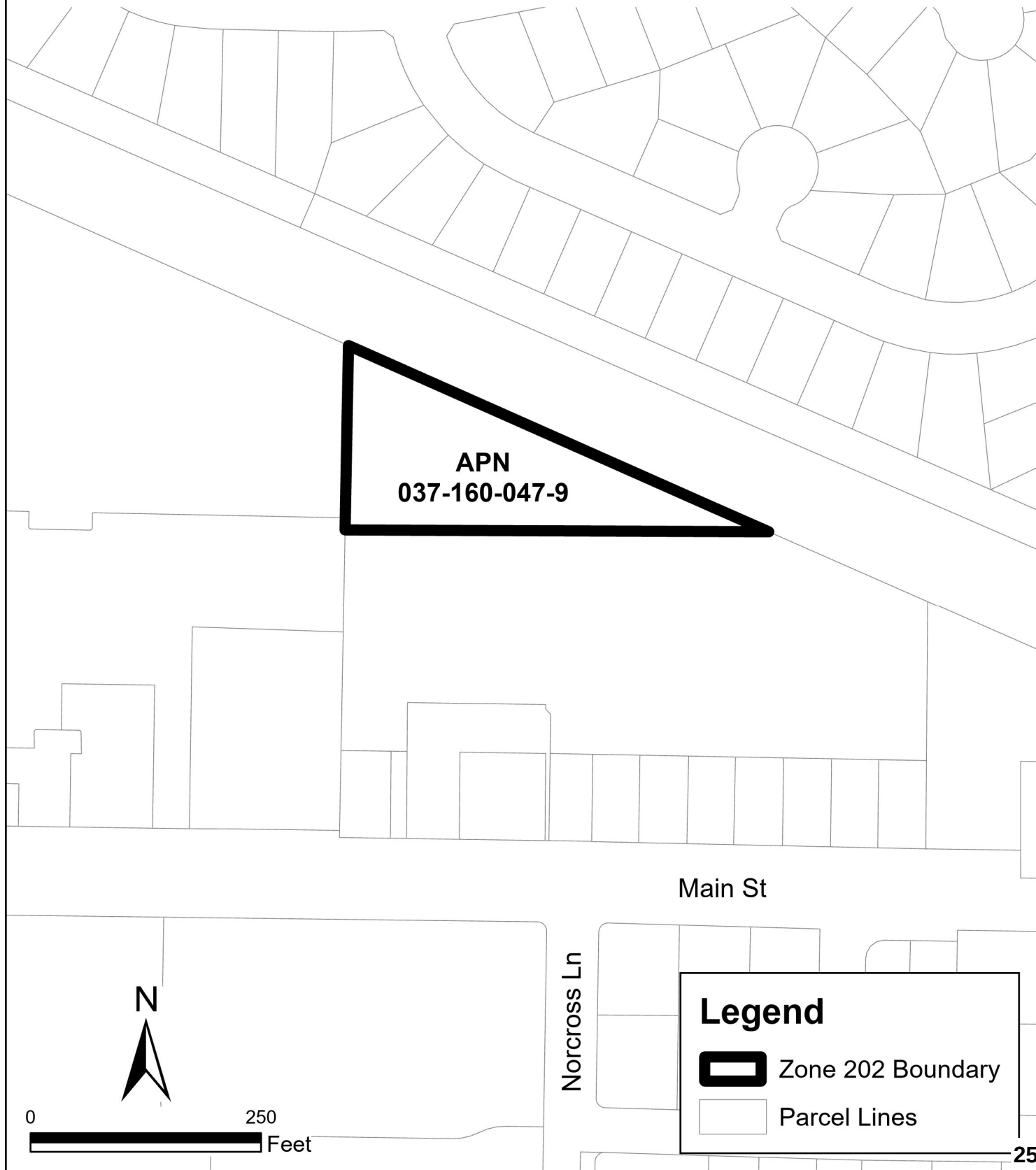
Hugh Henderson, Mayor

ATTEST:

Kim Snodgrass, City Clerk

Date

EXHIBIT A - BOUNDARY MAP
CITY OF OAKLEY SPECIAL POLICE TAX AREA (P-6) ZONE 202
CITY OF OAKLEY
COUNTY OF CONTRA COSTA, STATE OF CALIFORNIA
Delta Pointe Plaza



CITY OF OAKLEY

ORDINANCE NO. __-26

**AN ORDINANCE OF THE CITY OF OAKLEY ESTABLISHING
OAKLEY SPECIAL POLICE TAX AREA ZONE 202 WITHIN THE OAKLEY
SPECIAL POLICE TAX AREA FOR A SPECIAL TAX FOR POLICE PROTECTION
SERVICES FOR THE DELTA POINTE PLAZA PROJECT LOCATED NORTH OF
NEWMAN WAY AND JOURNEY WAY (APN 037-160-047-9)**

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

Section 1. Purpose, Intent and Authority.

It is the purpose and intent of this Ordinance to authorize the levy of a special tax on real property that is within Oakley Special Police Tax Area Zone 202 of the Oakley Special Police Tax Area as shown on the Exhibit A map attached hereto in order to provide funding for police protection to serve the property and persons within said Zone.

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

The revenues raised by this tax are to be used solely for the purposes of obtaining, furnishing, operating, and maintaining police protection equipment or apparatus, for paying the salaries and benefits of police protection personnel, and for such other police protection service expenses as are deemed necessary for the benefit of the residents of Zone 202.

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

Section 2. Definitions.

The following definitions shall apply throughout this Ordinance.

A. "Constant first year dollars" shall mean an actual dollar amount which, in years subsequent to the first fiscal year the tax is levied, shall have the same purchasing price as the base amount in first fiscal year dollars as measured by the actual cost of services

for the City of Oakley's cost of obtaining police services. The base amount shall be the amount of tax per parcel as specified in Section 3.A herein. The adjustments from actual to constant dollars shall be made by use of the actual cost of services, as specified in Section 3.B herein.

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

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

D. Oakley Special Police Tax Area Zone 202 (hereinafter called "Zone") means that portion of the incorporated area of the City of Oakley located within the boundaries as shown on the map Exhibit A hereto.

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

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

Section 3. Amount and Level of Taxes.

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

A. For First Fiscal Year:

The tax per year for the first fiscal year (July 1, 2025 through June 30, 2026) shall be the amount of Tax Per Parcel for a Property Use Code Category as set forth on Exhibit B hereto. If any new development, including new residential units, is completed prior to the tax being effective for the first fiscal year, the owner of the Parcel, as shown on the latest assessment roll, shall pay the tax for the remainder of such fiscal year on a pro-rated basis to the City, no later than receipt of Certificate of Occupancy or final building permit inspection.

B. For Subsequent Fiscal Year:

The tax rates shown in Exhibit B shall be automatically adjusted on July 1 of each year, beginning on July 1, 2026, by the increase in the Consumer Price Index for all Urban Consumers for the San Francisco-Oakland Bay Area and applying that rate to the prior year amounts for each property use code category. However, the City Council reserves the right to itself the opportunity to adjust the rate in the following year if the CPI adjustment is insufficient to reimburse the City for the costs of providing levels of police services as approved by the City Council.

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

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

Section 4. Collection and Administration.

A. Taxes as Liens Against the Property.

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

B. Collection.

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

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

C. Costs of Administration by County.

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

Section 5. Severability Clause.

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

Section 6. Effective Date and Posting.

This Ordinance shall take effect immediately upon its confirmation by two-thirds of the voters voting within the Zone in an election to be held on May 18, 2026 so that taxes shall first be collected hereunder for the tax year beginning July 1, 2026. If not confirmed by two-thirds of the voters participating in the election, this Ordinance and the tax approved herein shall not become effective.

The foregoing ordinance was adopted with the reading waived at a regular meeting of the Oakley City Council on May 26, 2026, by the following vote:

AYES:

NOES:

ABSTENTION:

ABSENT:

APPROVED:

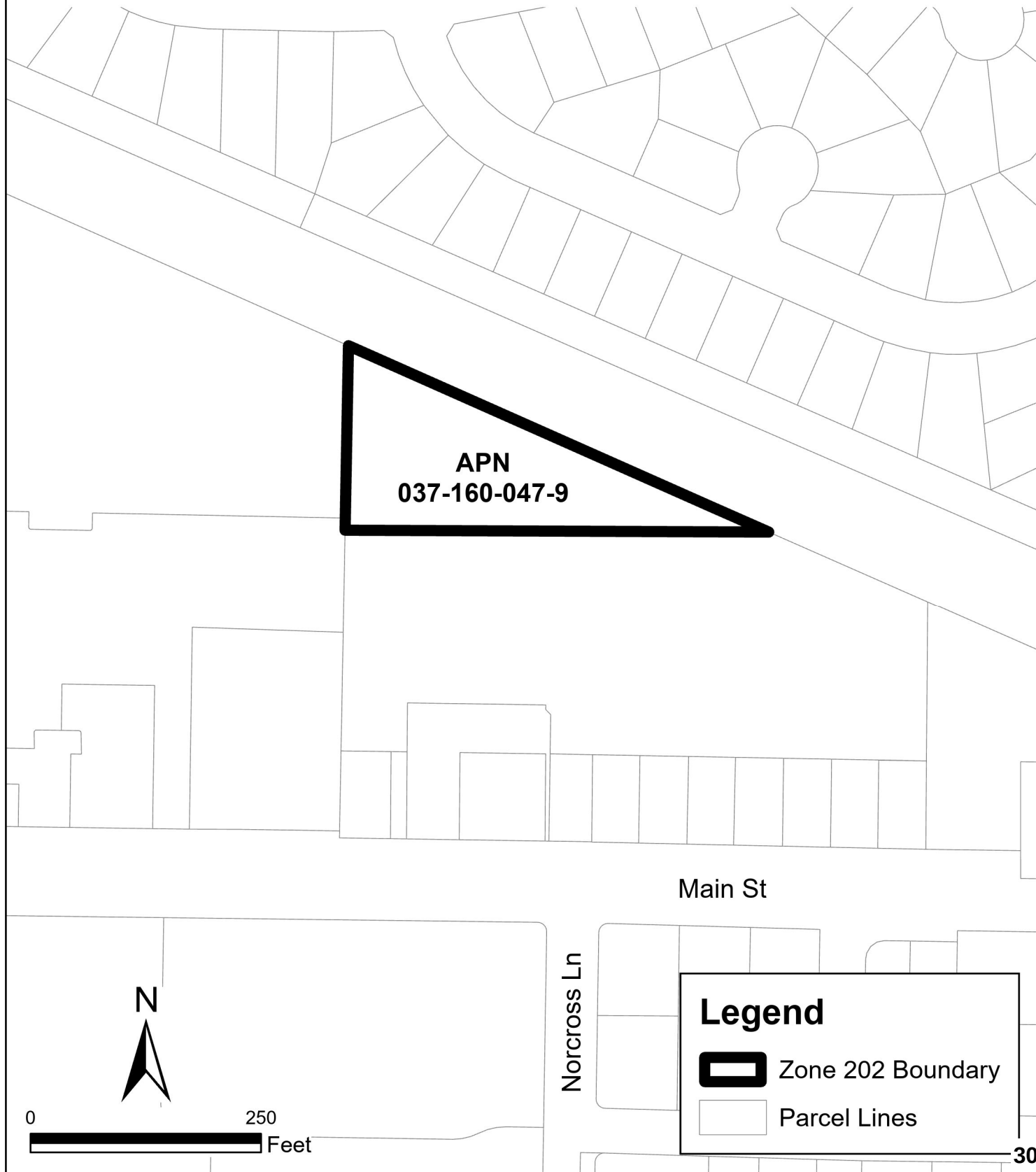
Hugh Henderson, Mayor

ATTEST:

Kim Snodgrass, City Clerk

Date

EXHIBIT A - BOUNDARY MAP
CITY OF OAKLEY SPECIAL POLICE TAX AREA (P-6) ZONE 202
CITY OF OAKLEY
COUNTY OF CONTRA COSTA, STATE OF CALIFORNIA
Delta Pointe Plaza



**CITY OF OAKLEY SCHEDULE FOR POLICE SERVICE TAX
FOR FISCAL YEAR 2025/2026**

PROPERTY USE CODE CATEGORY	DESCRIPTION	FY24/25 TAX PER PARCEL	FY25/26 TAX PER PARCEL
11	Single Family Residence – 1res., 1 site	\$1,330.64	\$1,347.54
12	Single Family Residence – 1 res., 2 or more sites	\$1,330.64	\$1,347.54
13	Single Family Residence – 2 res., on 1 or more sites	\$2,129.02	\$2,156.06
14	Single Family Residence – other than single fam. Land	\$1,330.64	\$1,347.54
15	Misc. Improvements – 1 site	\$1,330.64	\$1,347.54
16	Misc. Improvements – 2 or more sites	\$1,330.64	\$1,347.54
17	Vacant – 1 site	\$665.32	\$673.77
18	Vacant – 2 or more sites	\$665.32	\$673.77
19	Single Family Residence – Det. W/common area	\$1,330.64	\$1,347.54
20	Vacant – Multiple	\$665.32	\$673.77
21	Duplex	\$2,129.02	\$2,156.06
22	Triplex	\$3,193.54	\$3,234.10
23	Fourplex	\$4,258.05	\$4,312.13
24	Combinations	\$1,330.64	\$1,347.54
25	Apartments (5 –12 Units)	\$5,322.56	\$5,390.16
26	Apartments (13 – 24 Units)	\$13,838.66	\$14,014.42
27	Apartments (25 – 59 Units)	\$26,612.80	\$26,950.80
28	Apartments (60+ units)	\$63,870.72	\$64,681.92
29	Attached PUDs: Cluster Homes, Condos, etc.	\$1,330.64	\$1,347.54
30	Vacant – Commercial	\$665.32	\$673.77
31	Commercial Stores – Not Supermarkets	\$2,661.28	\$2,695.08
32	Small Grocery Stores – (7-11, etc.)	\$3,991.92	\$4,042.62
33	Office Buildings	\$2,661.28	\$2,695.08
34	Medical, Dental	\$2,661.28	\$2,695.08
35	Service Stations, Car Wash	\$2,661.28	\$2,695.08
36	Garages	\$2,661.28	\$2,695.08
37	Community Facilities (Recreational, etc.)	\$5,322.56	\$5,390.16
38	Golf Courses	\$2,661.28	\$2,695.08
39	Bowling Alleys	\$1,330.64	\$1,347.54
40	Boat Harbors	\$3,326.60	\$3,368.85
41	Supermarkets – (not shopping centers)	\$3,991.92	\$4,042.62
42	Shopping Centers	\$5,322.56	\$5,390.16
43	Financial Buildings – (Ins., Title, Banks, S&L)	\$1,330.64	\$1,347.54
44	Motels, Hotels & Mobile Home Parks	\$6,653.20	\$6,737.70
45	Theaters	\$2,993.94	\$3,031.97
46	Drive-in Restaurants	\$1,995.96	\$2,021.31
47	Restaurants	\$1,995.96	\$2,021.31
48	Multiple & Commercial	\$1,995.96	\$2,021.31
49	New Car Agencies	\$1,995.96	\$2,021.31
50	Vacant Land (not part of Ind. Park or P. & D.)	\$498.99	\$505.33
51	Industrial Park	\$3,991.92	\$4,042.62
52	Research & Development	\$1,995.96	\$2,021.31
53	Light Industrial	\$1,995.96	\$2,021.31
54	Heavy Industrial	\$1,995.96	\$2,021.31
55	Mini Warehouses (public storage)	\$3,991.92	\$4,042.62
56	Misc. Improvements	\$3,991.92	\$4,042.62
61	Rural, Res., Improvement 1A-10A	\$997.98	\$1,010.66
62	Rural, w/or w/o structure 1A-10A	\$997.98	\$1,010.66
70	Convalescent Hospitals / Rest Homes	\$1,995.96	\$2,021.31
73	Hospitals	\$1,995.96	\$2,021.31
74	Cemeteries / Mortuaries	\$1,995.96	\$2,021.31
75	Fraternal & Service Organizations	\$1,995.96	\$2,021.31
76	Retirement Housing Complex	\$6,653.20	\$6,737.70
78	Parks & Playgrounds	\$3,991.92	\$4,042.62
85	Public & Private Parking	\$1,995.96	\$2,021.31
87	Common Area	\$1,995.96	\$2,021.31
88	Mobile Homes	\$997.98	\$1,010.66
89	Other (split parcels in different tax code areas)	\$997.98	\$1,010.66
99	Homeowner's Association Owned Common Areas	\$798.38	\$808.52

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

CALCULATION OF COST OF LIVING INCREASE

Percent increase from Fiscal Year 2024-25 in the San Francisco-Oakland-Bay Area Consumer Price Index for All Urban Consumers.

1.27%

DATE: April 14, 2026
TO: City Council
FROM: Joshua McMurray, City Manager
SUBJECT: Adopt a Resolution Approving an Assignment of the Current Five-Year Lease Agreement Between the City and Mulehead Growers, LLC to Brownstone Growers, LLC for City-Owned Property Located at 1785 Walnut Meadows Drive, Oakley (APN 037-141-006) and Authorizing the City Manager to Execute the Agreement

Approved and
Forwarded to the
City Council

Background and Summary

In March 2011, the City entered into a ten-year lease agreement with Mulehead Growers, LLC (hereinafter “Mulehead”) for the preservation of grape vines. The Agreement allowed Mulehead to transplant, plant, cultivate and harvest grape vines in the vacant 5.7-acre lot. This arrangement was advantageous to the City due to reduced maintenance responsibility of the parcel.

The original agreement term was March 1, 2011 to February 28, 2021 but brought forth to the City Council in February of 2021 for a short-term extension. This short-term extension was to allow Mulehead to continue the maintenance of the vineyard through December 31, 2021. At the time of the extension, Mulehead was not interested in continuing the long-term lease due to declining yield from the vines and low prices for grapes. However, they agreed to continue the care and maintenance of the vineyard while a request for proposals was done to solicit proposals for the continued use of the property. Due to staff transitions, proposals were not solicited. Mulehead staff then reached out in early 2022 to express interest in a five-year lease. That five-year lease was approved by the City Council on April 12, 2022.

Mulehead has stated that they no longer want to farm the property and have asked that we assign the lease to Brownstone Growers, LLC (Brownstone). Although the lease is currently with Mulehead, Brownstone is currently farming and maintaining the property for them, so the assignment makes sense and would allow for a seamless transition. The one term of the agreement that is changing is the lease rate which is currently \$2,250 per month and is proposed to be reduced to \$1,500 per month. The reduction reflects the current state of the wine industry in general but more specifically to Oakley, the reduced interest from buyers of the grapes that are grown on this property and others. Brownstone is operated by a local farmer and would like to continue to farm the property until the end of the lease and then at that time the City and Brownstone can reevaluate.



During the term of the original lease agreement and the subsequent agreements, Mulehead, through Brownstone, has successfully completed vine relocation, provided a water source, and maintained the property as outlined in the agreement terms. The proposed Lease Agreement will continue the preservation of the vines, upkeep of the parcel, and eliminate any City maintenance cost for the property.

Consistency with the Oakley Strategic Plan 27+

The actions included in this item are consistent with the following goals and objectives:

Community and Collaborative Partnerships Goal

- Collaborative Partnerships Sub-Goal: We will foster and maintain strong relationships with our public-private partnerships to mutually benefit our shared goals.

Fiscal Impact

The Lease Agreement provides for General Fund revenue of \$1,500 per year for the rest of the five-year term. The City will also save General Fund money that would have otherwise been spent on site maintenance.

Staff Recommendation

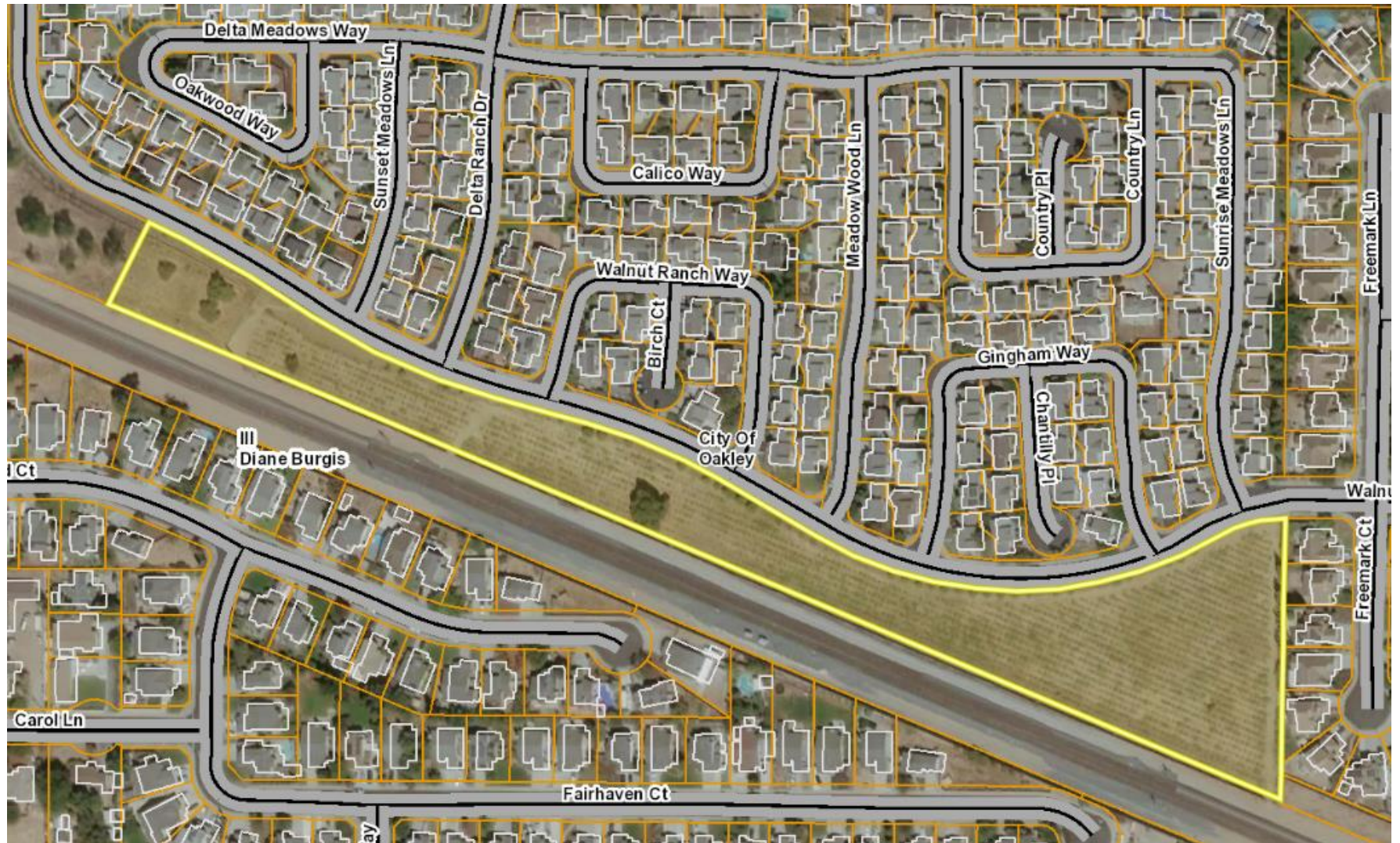
Staff recommends that the City Council adopt the resolution approving the assignment of the current five-year lease agreement between the City and Mulehead Growers, LLC to Brownstone Growers, LLC for city-owned property located at 1785 Walnut Meadows Drive, Oakley (APN 037-141-006) and authorizing the City Manager to execute the agreement

Attachments

1. Site Map
2. Draft Resolution
3. Assigned Lease Agreement Amendment
4. Current Lease Agreement



1785 WALNUT MEADOWS DRIVE, OAKLEY
APN 037-141-006



RESOLUTION NO. XX-26

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OAKLEY APPROVING AN ASSIGNMENT OF THE CURRENT FIVE-YEAR LEASE AGREEMENT BETWEEN THE CITY AND MULEHEAD GROWERS, LLC TO BROWNSTONE GROWERS, LLC FOR CITY-OWNED PROPERTY LOCATED AT 1785 WALNUT MEADOWS DRIVE, OAKLEY (APN 037-141-006) AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT

WHEREAS, the City of Oakley ("City") owns the property at 1785 Walnut Meadows Drive, comprising 5.7 acres of land; and

WHEREAS, the City entered into a ten-year lease agreement with Mulehead Growers, LLC ("Mulehead") on March 1, 2011 to transplant, plant, cultivate and harvest grape vines into the then vacant lot; and

WHEREAS, the Lease Agreement was extended through December 31, 2021 to provide for continued vine care and maintenance; and

WHEREAS, Mulehead successfully completed the vine relocation, provided a water source, put up fencing, and maintained the property as outlined in the original agreement terms and the City and Mulehead entered into a new five-year Lease Agreement on May 1, 2022; and

WHEREAS, Mulehead has requested that the City assign the lease agreement to Brownstone Growers, LLC ("Brownstone"); and

WHEREAS, the City wishes to assign the Lease Agreement to Brownstone to provide for the preservation of the vines and maintenance of the parcel.

NOW, THEREFORE, BE IT RESOLVED AND ORDERED, that the City Council of the City of Oakley does hereby approve and authorize the City Manager to sign on behalf of the City a certain Lease Agreement assignment with Brownstone Growers, LLC; an exact copy of the Assignment and Lease Agreement is attached hereto as Exhibit A.

PASSED AND ADOPTED by the City Council of the City of Oakley this 14th day of April 2026 by the following vote:

AYES:

NOES:

ABSTENTIONS:

ABSENT:

APPROVED:

ATTEST:

Hugh Henderspon, Mayor

Kim Snodgrass, City Clerk

Date

ASSIGNMENT OF LEASE AGREEMENT
1785 Walnut Meadows Drive, Oakley, California
APN 037-141-006

THIS ASSIGNMENT is made this ____ day of ____, 2026 by Mulehead Growers, LLC ("Assignor") to Brownstone Growers, LLC ("Assignee").

Recitals

WHEREAS, Assignor Mulehead Growers, LLC ("Lessee") entered into a Lease Agreement dated May 1, 2022 with the City of Oakley ("Lessor") for certain real property located at 1785 Walnut Meadows Drive, Oakley, California (Contra Costa County APN 037-141-006). The Lessor's rights, duties, obligations and interests are described more particularly in said Agreement, a copy of which is attached as Exhibit "A"; and,

WHEREAS, Assignor desires to assign all of Assignor's rights, duties, obligations and interests under said Lease Agreement to Assignee; and,

WHEREAS, Assignee desires to assume all of Assignor's rights, duties, obligations and interests under said Lease Agreement with the following change:

Section 2 Lease Rate: The Lease rate for the use of the property identified as 1785 Walnut Meadows Drive (APN 037-141-006) shall be ONE THOUSAND FIVE HUNDRED DOLLARS (\$1,500) per year.

Assignment

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, Assignor does hereby assign unto Assignee all of Assignor's rights, duties, obligations and interests under said Lease Agreement. Assignee hereby assumes all of Assignor's rights, duties, obligations and interests under said Lease Agreement.

This Assignment shall be binding upon Assignor and shall inure to the benefit of Assignee and its successors, heirs, executors, administrators and assigns.

IN WITNESS WHEREOF this Assignment has been executed by Assignor and Assignee as of the day and year first above written and is hereby acknowledged by the Lessor.

Assignor

Mulehead Growers, LLC

Assignee

Brownstone Growers, LLC

The City of Oakley acknowledges and consents to this Assignment:

By:_____

Joshua McMurray, City Manager

Attest:

By:_____

Kim Snodgrass, City Clerk

Approved as to Form:

By:_____

Derek Cole, City Attorney

**LEASE AGREEMENT FOR
PROPERTY LOCATED AT
1785 WALNUT MEADOWS DRIVE, OAKLEY, CA
APN # 037-141-006**

This Agreement, dated April 12, 2022, and effective on May 1, 2022, is by and between the **CITY OF OAKLEY**, a public body, corporate and politic, hereinafter designated as "CITY, " and Fred Cline, doing business as Mulehead Growers, hereinafter designated as "**TENANT**," for the lease by **TENANT** of real property owned by CITY in the City of Oakley, County of Contra Costa, State of California, commonly described as 1785 Walnut Meadows Drive, Oakley, CA Main Street (approximately 5.7 acres), Assessor's Parcel No. 037-141-006, hereinafter referred to as the "Premises".

TENANT hereby jointly and severally approves, agrees, and consents to the following terms and conditions:

1. **TERM:** The term of this tenancy shall be for five years, commencing May 1, 2022 and terminating on December 31, 2027; however, either party may terminate this Agreement as provided for herein.

2 **LEASE RATE:** The lease rate for the use of the above Premises shall be TWO THOUSAND TWO HUNDRED AND FIFTY DOLLARS (\$2,250) per year. TENANT agrees to pay said lease rent in advance on or before the May 31st of each year so long as tenancy continues. All checks and money orders shall be made payable to CITY of OAKLEY and shall be mailed to:

CITY OF OAKLEY
Attn: City Manager
3231 Main Street
Oakley, CA 94561

If any rent is not paid to the CITY within ten (10) days after due date, a late charge of FIVE HUNDRED NO/100 DOLLARS (\$500) shall be added to the payment and the total sum shall become immediately due and payable to CITY. Failure to pay within twenty (20) days after the due date will incur an additional late charge of ONE THOUSAND DOLLARS (\$1,000) which shall be added to the payment and the total sum shall become immediately due. Failure to pay within thirty (30) days shall immediately terminate this Agreement.

3. **SECURITY DEPOSIT:** CITY will hold a deposit in the amount of ONE THOUSAND NO/100 DOLLARS (\$1,000), as security for the full and faithful performance by TENANT of all terms, conditions, and covenants of this Agreement.

Upon termination of this Agreement, the CITY may use any portion of the security deposit as may be reasonably necessary to remedy TENANT'S defaults of the provisions of this Lease Agreement, including, but not limited to, payment of unpaid rent due under paragraph 2 of this Agreement, cleaning of the Premises, repair of damage, or for storage of personal property which has be abandoned by

TENANT. Any remaining portion of the security deposit after such deduction shall be mailed to TENANT at TENANT's last known address.

4. **UTILITIES:** TENANT shall pay all costs in connection with TENANT's operations upon the Premises, including but not limited to costs of preparing the Premises for planting of crops, production costs, costs of tools and labor, electricity and other utilities, and costs of irrigation.

5. **PERMITTED USE:** TENANT shall utilize the Premises exclusively for the transplanting, planting, cultivating and harvesting of grape vines. Any other use will void this Agreement. TENANT agrees to use sound viticultural practices throughout TENANT's use of the Premises.

TENANT shall not conduct or allow any machinery or equipment noises to occur on the Premises prior to 7:00 a.m. or after 6:00 p.m., nor at any time on Sundays. Such noise shall include, but not be limited to, vehicles, whether operating or idling, tractors, or any other farming equipment or machinery that creates noise.

6. **TENANT'S MAINTENANCE AND REPAIRS OBLIGATIONS:** Tenant shall keep the Premises in good order, condition and repair throughout the Lease Term. On the last day of the Lease Term, or on sooner termination of this Lease, Tenant shall surrender the Premises to CITY in good and sound condition, and clean and free of debris. TENANT shall have a right to remove all vines prior to conclusion of lease period or within thirty (30) days of the date of termination with prior written consent of the City.

TENANT shall keep Premises in a clean, decent, safe, and sanitary condition, free from all accumulations of debris, filth, rubbish, garbage, rodents, and vermin. TENANT shall perform regular weed abatement and trash removal to the Premises.

TENANT shall take every care to prevent fires. In the event that the Premises is destroyed by fire, this Agreement shall immediately terminate and CITY shall not be responsible for any loss or damage to TENANT.

TENANT shall not allow non-operating vehicles, or parts thereof, to remain on the Premises.

7. **IMPROVEMENTS:** Without the prior written consent of CITY in its sole discretion, Tenant shall not make or erect on the Premises or on any portions thereof, any building, improvement, structure or appurtenances thereto. TENANT agrees not to make or suffer any alterations to be made in or on said Property without first obtaining the written consent of CITY.

8. **HAZARDOUS SUBSTANCES:** TENANT shall not store, keep, or use hazardous substances on the Premises. TENANT acknowledges that hazardous substances may permanently and materially impair the value and use of the Premises.

A "Hazardous Substance" is defined to mean any substance, material or waste, including asbestos and petroleum (including crude oil or any fraction thereon, which is or becomes designated, classified or regulated as being "toxic," "hazardous," a "pollutant" or similar designation under any federal, state or local law, regulation or ordinance.

TENANT agrees to defend, save, protect, indemnify and hold CITY harmless from and against all liabilities, claims, actions, foreseeable and unforeseeable consequential damages, costs, and expenses (including sums paid in settlement of claims and all consultant, expert and legal fees and expenses of CITY'S counsel) or loss directly or indirectly arising out of or resulting from the presence of any hazardous substance as a result of TENANT'S activities, in or around any part of the Premises, including those incurred in connection with any investigation of site conditions or any clean up, remedial, removal or restoration work, or any resulting damages or injuries to the person or property of any third parties or to any natural resources.

9. **COMPLIANCE WITH LAWS:** During the Lease Term, TENANT shall comply with all applicable laws, ordinances, orders, rules, regulations and requirements of Federal, State, County, City and Municipal Governments, departments, bureaus, boards, commissions and officials with respect to the Premises, the improvements thereon or the use or occupancy thereof.

10. **NOTICE OF TERMINATION:** CITY may terminate this Lease at its sole discretion by providing TENANT written notice on or before December 1st of any given year. TENANT may terminate this Lease at anytime, but must provide CITY six (6) months notice of termination. CITY may terminate this Lease Agreement for non-payment of the Lease rate, as provided for herein.

11. **INSPECTION:** The CITY reserves the right to enter the Premises between the hours of and to employ the proper representative or contractor in order to see that the Premises is being reasonably cared for, that no waste is being made, and that all things are done in the manner best calculated for the preservation of the Premises, and in full compliance with the terms and conditions of this Agreement. CITY shall provide twenty-four (24) hour notice of its entry, except in an emergency.

12 **NOTICES:** All notices given hereunder shall be in writing and shall be deemed to have been given if personally delivered or deposited in the United States mail, postage prepaid, return receipt requested, and addressed to the other party as follows or as otherwise designated by written notice hereunder from time to time:

To TENANT: Fred Cline
Mulehead Growers
24737 Arnold Drive
Sonoma, CA 95476

To CITY: City of Oakley
3231 Main Street
Oakley, CA 94561
Attn: City Manager

13. **HOLD HARMLESS:** TENANT shall defend, indemnify, save, protect, and hold harmless CITY, its officers, agents, and employees from any and all claims, costs, and liability, including reasonable attorneys' fees, for any damage, injury or death, including without limitation all consequential damages from any cause whatsoever, to persons or property, arising directly or indirectly from or connected with this Agreement, including, but not limited to, any act under taken pursuant to the Agreement, or the TENANT'S use or possession of the Premises, save and except claims, costs, liability or litigation arising from the sole negligence or sole willful misconduct of CITY, its officers or employees, and, if required by CITY, will defend any such actions at the sole cost and expense of the TENANT.

14. **SUBLETTING:** TENANT shall not assign this tenancy or any interest therein and shall not sublet said premises or any part thereof without prior written approval from the CITY. Any such assignment or subletting without the CITY'S consent shall be void.

15. **INSURANCE:** CITY will not keep TENANT'S interest and property insured and TENANT waives the right to claim damages from the CITY for any damage resulting to said property in the event it is damaged or destroyed by fire or any other cause.

TENANT shall, prior to occupation of the premises, furnish or caused to be furnished to the CITY duplicate originals or appropriate certificates of the following insurance policies:

A. **General Commercial Liability Insurance.** TENANT shall obtain at its sole cost and keep in full force and effect during the term of this Agreement, general commercial liability insurance in the amount of ONE HUNDRED THOUSAND AND NO/100 DOLLARS (\$100,000) per occurrence for bodily injury, personal injury, and property damage. Said insurance shall provide that the policy shall operate as primary insurance, and that no other insurance effected by the CITY will be called upon to cover a loss covered thereunder.

B. **Certificates of Insurance.** TENANT shall file with the CITY, prior to occupation of the Premises, certificates of insurance which shall provide that no cancellation, major change in coverage, expiration, or nonrenewal will be made during the term of this Agreement, without thirty (30) days notice to the CITY prior to the effective date of such cancellation, or change in coverage. TENANT shall deliver copies of the insurance policy upon CITY request.

C. **Prior to occupation of the Premises.** TENANT shall file with the CITY the City of Oakley's standard endorsement form providing for each of the above requirements.

16. **POSSESSORY INTEREST TAX:** The County Assessor of Contra Costa County has invoked a possessory interest tax on all leases of CITY and other publicly-owned properties. This tax is mandatory by law and is levied on the TENANT and not the Premises. The occupant of the Premises on the lien date, April 1 of the current year, is liable for full payment, even if TENANT subsequently vacates the Premises. TENANT therefore, must recognize and understand, in accepting this Lease Agreement, his interest therein may be subject to a possible possessory interest tax that the County Assessor may

legally impose on such possessory interest held by the TENANT. Each year, TENANT will pay the tax promptly.

17. **CITY'S RIGHT OF RE-ENTRY**: TENANT shall not vacate or abandon the Premises at any time during the term of this Agreement. If CITY'S right of reentry is exercised following abandonment of the Premises by TENANT then CITY may consider any personal property belonging to TENANT and left on the Premises to have been abandoned, in which case CITY may dispose of all such personal property in any manner pursuant to law. CITY shall deem proper and is hereby expressly relieved of all liability for doing so.

18. **WAIVER**: The waiver by CITY of any breach of a specific term, covenant or condition herein contained shall not constitute a waiver of any other breach of that term, covenant or condition herein contained or any other term, covenant or condition herein contained.

19. **WRITTEN AGREEMENT**: Neither party has relied on any promise or representation not contained in this Agreement. All previous conversations, negotiations, representations, agreements and understandings, either written or oral, are of no further force or effect. This Lease Agreement may be modified only by a writing signed by both parties. The headings of the paragraphs are for convenience only and are not a part of this Lease Agreement, nor shall they be considered in construing the intent of this Lease Agreement.

20. **ATTORNEY'S FEES**: Should either party bring any legal action or proceeding for the breach of any term, covenant or condition of this agreement the court shall award reasonable attorneys' fees to one or more of the parties therein based upon the degree to which each party prevails in such action or proceeding, as determined by the court.

21. **VENUE**: In the event that either party brings any action against the other party under this Agreement, the parties agree that trial of such action shall be vested exclusively in the state courts of California in the County of Contra Costa or in the United States District Court for the Northern District of California.

22. **WAIVER OF RELOCATION BENEFITS**: TENANT warrants and represents to CITY that TENANT does not have nor shall TENANT claim any right to relocation benefits under any provision of any State of California or federal law and TENANT knowingly waives the right to make any claim against the CITY for relocation benefits in the event CITY elects to terminate this Agreement for any reason.

23. **SEVERABILITY**: The validity or illegality of a provision of this Agreement shall not affect the remainder of the Agreement.

24. **TIME IS OF THE ESSENCE**: Time is of the essence with respect to each and all of the terms and provisions of this Agreement.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/10/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION** IS **WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER (PT) Heffernan Insurance Brokers 101 Second Street, Suite 120 Petaluma CA 94952	CONTACT NAME: PHONE (A/C, No, Ext): 707-781-3400 FAX (A/C, No): 707-781-0800 E-MAIL ADDRESS: <table style="width: 100%;"> <tr> <th style="text-align: center;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: center;">NAIC #</th> </tr> <tr> <td>INSURER A: Great American Alliance Insurance Company</td> <td style="text-align: center;">26832</td> </tr> <tr> <td>INSURER B: Care West Insurance Company</td> <td style="text-align: center;">10520</td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Great American Alliance Insurance Company	26832	INSURER B: Care West Insurance Company	10520	INSURER C:		INSURER D:		INSURER E:		INSURER F:	
INSURER(S) AFFORDING COVERAGE	NAIC #														
INSURER A: Great American Alliance Insurance Company	26832														
INSURER B: Care West Insurance Company	10520														
INSURER C:															
INSURER D:															
INSURER E:															
INSURER F:															
INSURED Cline Cellars, Inc. and Mulehead Growers LLC 24737 Arnold Drive Sonoma CA 95476	CLINCEL-04														

COVERAGES**CERTIFICATE NUMBER:** 280031052**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS		
A	☒ COMMERCIAL GENERAL LIABILITY <table style="width: 100%;"> <tr> <td>☐ CLAIMS-MADE</td> <td>☒ OCCUR</td> </tr> </table> GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC OTHER:	☐ CLAIMS-MADE	☒ OCCUR	Y	Y	PAC066311708	5/1/2021	5/1/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 20,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Liquor Liability \$ 1,000,000
☐ CLAIMS-MADE	☒ OCCUR								
A	AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY			CAP066311808	5/1/2021	5/1/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$		
A	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☒ RETENTION \$ 0			UMB066311908	5/1/2021	5/1/2022	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$		
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N	N / A	W12112001781	12/1/2021	12/1/2022	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000		

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Re: 1785 Walnut Meadows Drive, Oakley, CA. City of Oakley is included as an additional insured (and primary) on General Liability policy per the attached endorsement, if required. Waiver of Subrogation is included on General Liability policy per the attached endorsement, if required.

CERTIFICATE HOLDER**CANCELLATION**

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

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

- g. All interest on the full amount of any judgment that accrues after entry of the judgment and before we have paid, offered to pay, or deposited in court the part of the judgment that is within the applicable limit of insurance.

These payments will not reduce the limits of insurance.

2. If we defend an insured against a "suit" and an indemnitee of the insured is also named as a party to the "suit", we will defend that indemnitee if all of the following conditions are met:
 - a. The "suit" against the indemnitee seeks damages for which the insured has assumed the liability of the indemnitee in a contract or agreement that is an "insured contract";
 - b. This insurance applies to such liability assumed by the insured;
 - c. The obligation to defend, or the cost of the defense of, that indemnitee, has also been assumed by the insured in the same "insured contract";
 - d. The allegations in the "suit" and the information we know about the "occurrence" are such that no conflict appears to exist between the interests of the insured and the interests of the indemnitee;
 - e. The indemnitee and the insured ask us to conduct and control the defense of that indemnitee against such "suit" and agree that we can assign the same counsel to defend the insured and the indemnitee; and
 - f. The indemnitee:
 - (1) Agrees in writing to:
 - (a) Cooperate with us in the investigation, settlement or defense of the "suit";
 - (b) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the "suit";
 - (c) Notify any other insurer whose coverage is available to the indemnitee; and
 - (d) Cooperate with us with respect to coordinating other applicable insurance available to the indemnitee; and
 - (2) Provides us with written authorization to:
 - (a) Obtain records and other information related to the "suit"; and
 - (b) Conduct and control the defense of the indemnitee in such "suit".

So long as the above conditions are met, attorneys' fees incurred by us in the defense of that indemnitee, necessary litigation expenses incurred by us and necessary litigation expenses incurred by the indemnitee at our request will be paid as Supplementary Payments. Notwithstanding the provisions of Paragraph **2.b.(2)** of Section **I – Coverage A – Bodily Injury And Property Damage Liability**, such payments will not be deemed to be damages for "bodily injury" and "property damage" and will not reduce the limits of insurance.

Our obligation to defend an insured's indemnitee and to pay for attorneys' fees and necessary litigation expenses as Supplementary Payments ends when we have used up the applicable limit of insurance in the payment of judgments or settlements or the conditions set forth above, or the terms of the agreement described in Paragraph **f.** above, are no longer met.

SECTION II – WHO IS AN INSURED

1. If you are designated in the Declarations as:
 - a. An individual, you and your spouse are insureds, but only with respect to the conduct of a business of which you are the sole owner.
 - b. A partnership or joint venture, you are an insured. Your members, your partners, and their spouses are also insureds, but only with respect to the conduct of your business.
 - c. A limited liability company, you are an insured. Your members are also insureds, but only with respect to the conduct of your business. Your managers are insureds, but only with respect to their duties as your managers.
 - d. An organization other than a partnership, joint venture or limited liability company, you are an insured. Your "executive officers" and directors are insureds, but only with respect to their duties as your officers or directors. Your stockholders are also insureds, but only with respect to their liability as stockholders.
 - e. A trust, you are an insured. Your trustees are also insureds, but only with respect to their duties as trustees.

2. Each of the following is also an insured:

- a. Your "volunteer workers" only while performing duties related to the conduct of your business, or your "employees", other than either your "executive officers" (if you are an organization other than a partnership, joint venture or limited liability company) or your managers (if you are a limited liability company), but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business. However, none of these "employees" or "volunteer workers" are insureds for:

(1) "Bodily injury" or "personal and advertising injury":

- (a) To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company), to a co-"employee" while in the course of his or her employment or performing duties related to the conduct of your business, or to your other "volunteer workers" while performing duties related to the conduct of your business;
- (b) To the spouse, child, parent, brother or sister of that co-"employee" or "volunteer worker" as a consequence of Paragraph (1)(a) above;
- (c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraph (1)(a) or (b) above; or
- (d) Arising out of his or her providing or failing to provide professional health care services.

(2) "Property damage" to property:

- (a) Owned, occupied or used by;
- (b) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by;

you, any of your "employees", "volunteer workers", any partner or member (if you are a partnership or joint venture), or any member (if you are a limited liability company).

- b. Any person (other than your "employee" or "volunteer worker"), or any organization while acting as your real estate manager.

- c. Any person or organization having proper temporary custody of your property if you die, but only:

- (1) With respect to liability arising out of the maintenance or use of that property; and
- (2) Until your legal representative has been appointed.

- d. Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this Coverage Part.

3. Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain ownership or majority interest, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:

- a. Coverage under this provision is afforded only until the 90th day after you acquire or form the organization or the end of the policy period, whichever is earlier;
- b. Coverage **A** does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and
- c. Coverage **B** does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

SECTION III – LIMITS OF INSURANCE

1. The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:

- a. Insureds;
- b. Claims made or "suits" brought; or
- c. Persons or organizations making claims or bringing "suits".

2. The General Aggregate Limit is the most we will pay for the sum of:

- a. Medical expenses under Coverage **C**;
- b. Damages under Coverage **A**, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard"; and
- c. Damages under Coverage **B**.

3. The Products-Completed Operations Aggregate Limit is the most we will pay under Coverage **A** for damages because of "bodily injury" and "property damage" included in the "products-completed operations hazard".
4. Subject to Paragraph 2. above, the Personal And Advertising Injury Limit is the most we will pay under Coverage **B** for the sum of all damages because of all "personal and advertising injury" sustained by any one person or organization.
5. Subject to Paragraph 2. or 3. above, whichever applies, the Each Occurrence Limit is the most we will pay for the sum of:
 - a. Damages under Coverage **A**; and
 - b. Medical expenses under Coverage **C**
 because of all "bodily injury" and "property damage" arising out of any one "occurrence".
6. Subject to Paragraph 5. above, the Damage To Premises Rented To You Limit is the most we will pay under Coverage **A** for damages because of "property damage" to any one premises, while rented to you, or in the case of damage by fire, while rented to you or temporarily occupied by you with permission of the owner.
7. Subject to Paragraph 5. above, the Medical Expense Limit is the most we will pay under Coverage **C** for all medical expenses because of "bodily injury" sustained by any one person.

The Limits of Insurance of this Coverage Part apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Insurance.

SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS

1. Bankruptcy

Bankruptcy or insolvency of the insured or of the insured's estate will not relieve us of our obligations under this Coverage Part.

2. Duties In The Event Of Occurrence, Offense, Claim Or Suit

- a. You must see to it that we are notified as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, notice should include:
 - (1) How, when and where the "occurrence" or offense took place;
 - (2) The names and addresses of any injured persons and witnesses; and

- (3) The nature and location of any injury or damage arising out of the "occurrence" or offense.

- b. If a claim is made or "suit" is brought against any insured, you must:

- (1) Immediately record the specifics of the claim or "suit" and the date received; and
- (2) Notify us as soon as practicable.

You must see to it that we receive written notice of the claim or "suit" as soon as practicable.

- c. You and any other involved insured must:

- (1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "suit";
- (2) Authorize us to obtain records and other information;
- (3) Cooperate with us in the investigation or settlement of the claim or defense against the "suit"; and
- (4) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of injury or damage to which this insurance may also apply.

- d. No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.

3. Legal Action Against Us

No person or organization has a right under this Coverage Part:

- a. To join us as a party or otherwise bring us into a "suit" asking for damages from an insured; or
- b. To sue us on this Coverage Part unless all of its terms have been fully complied with.

A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured; but we will not be liable for damages that are not payable under the terms of this Coverage Part or that are in excess of the applicable limit of insurance. An agreed settlement means a settlement and release of liability signed by us, the insured and the claimant or the claimant's legal representative.

4. Other Insurance

If other valid and collectible insurance is available to the insured for a loss we cover under Coverages **A** or **B** of this Coverage Part, our obligations are limited as follows:

a. Primary Insurance

This insurance is primary except when Paragraph **b.** below applies. If this insurance is primary, our obligations are not affected unless any of the other insurance is also primary. Then, we will share with all that other insurance by the method described in Paragraph **c.** below.

b. Excess Insurance

(1) This insurance is excess over:

- (a) Any of the other insurance, whether primary, excess, contingent or on any other basis:
 - (i) That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "your work";
 - (ii) That is Fire insurance for premises rented to you or temporarily occupied by you with permission of the owner;
 - (iii) That is insurance purchased by you to cover your liability as a tenant for "property damage" to premises rented to you or temporarily occupied by you with permission of the owner; or
 - (iv) If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to Exclusion **g.** of Section **I** – Coverage **A** – Bodily Injury And Property Damage Liability.
- (b) Any other primary insurance available to you covering liability for damages arising out of the premises or operations, or the products and completed operations, for which you have been added as an additional insured.

(2) When this insurance is excess, we will have no duty under Coverages **A** or **B** to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

(3) When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

- (a) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
- (b) The total of all deductible and self-insured amounts under all that other insurance.

(4) We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

c. Method Of Sharing

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

5. Premium Audit

- a. We will compute all premiums for this Coverage Part in accordance with our rules and rates.
- b. Premium shown in this Coverage Part as advance premium is a deposit premium only. At the close of each audit period we will compute the earned premium for that period and send notice to the first Named Insured. The due date for audit and retrospective premiums is the date shown as the due date on the bill. If the sum of the advance and audit premiums paid for the policy period is greater than the earned premium, we will return the excess to the first Named Insured.
- c. The first Named Insured must keep records of the information we need for premium computation, and send us copies at such times as we may request.

6. Representations

By accepting this policy, you agree:

- a. The statements in the Declarations are accurate and complete;

- b. Those statements are based upon representations you made to us; and
- c. We have issued this policy in reliance upon your representations.

7. Separation Of Insureds

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this Coverage Part to the first Named Insured, this insurance applies:

- a. As if each Named Insured were the only Named Insured; and
- b. Separately to each insured against whom claim is made or "suit" is brought.

8. Transfer Of Rights Of Recovery Against Others To Us

If the insured has rights to recover all or part of any payment we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.

9. When We Do Not Renew

If we decide not to renew this Coverage Part, we will mail or deliver to the first Named Insured shown in the Declarations written notice of the nonrenewal not less than 30 days before the expiration date.

If notice is mailed, proof of mailing will be sufficient proof of notice.

SECTION V – DEFINITIONS

1. "Advertisement" means a notice that is broadcast or published to the general public or specific market segments about your goods, products or services for the purpose of attracting customers or supporters. For the purposes of this definition:
 - a. Notices that are published include material placed on the Internet or on similar electronic means of communication; and
 - b. Regarding web sites, only that part of a web site that is about your goods, products or services for the purposes of attracting customers or supporters is considered an advertisement.
2. "Auto" means:
 - a. A land motor vehicle, trailer or semitrailer designed for travel on public roads, including any attached machinery or equipment; or
 - b. Any other land vehicle that is subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged.

However, "auto" does not include "mobile equipment".

3. "Bodily injury" means bodily injury, sickness or disease sustained by a person, including death resulting from any of these at any time.
4. "Coverage territory" means:
 - a. The United States of America (including its territories and possessions), Puerto Rico and Canada;
 - b. International waters or airspace, but only if the injury or damage occurs in the course of travel or transportation between any places included in Paragraph a. above; or
 - c. All other parts of the world if the injury or damage arises out of:
 - (1) Goods or products made or sold by you in the territory described in Paragraph a. above;
 - (2) The activities of a person whose home is in the territory described in Paragraph a. above, but is away for a short time on your business; or
 - (3) "Personal and advertising injury" offenses that take place through the Internet or similar electronic means of communication; provided the insured's responsibility to pay damages is determined in a "suit" on the merits, in the territory described in Paragraph a. above or in a settlement we agree to.
5. "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".
6. "Executive officer" means a person holding any of the officer positions created by your charter, constitution, bylaws or any other similar governing document.
7. "Hostile fire" means one which becomes uncontrollable or breaks out from where it was intended to be.
8. "Impaired property" means tangible property, other than "your product" or "your work", that cannot be used or is less useful because:
 - a. It incorporates "your product" or "your work" that is known or thought to be defective, deficient, inadequate or dangerous; or
 - b. You have failed to fulfill the terms of a contract or agreement;

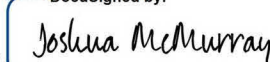
if such property can be restored to use by the repair, replacement, adjustment or removal of "your product" or "your work" or your fulfilling the terms of the contract or agreement.

25. **AUTHORIZED SIGNATURE**: Each person and party signing this Agreement warrants that he/she has the authority to execute this Agreement and that the person or party will be bound by such signature.

26. **COUNTERPARTS**: This Agreement may be executed in multiple counterparts, each of which shall be an original and all of which together shall constitute one agreement.

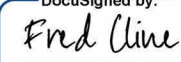
CITY

CITY OF OAKLEY:

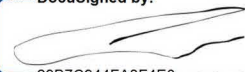
By: 
C9C9F65E9DFA448...
Joshua McMurray
City Manager

TENANT

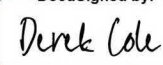
MULEHEAD GROWERS

By: 
EC206869A8F2455...
Fred Cline
Owner

ATTEST:

By: 
29D7C944FA3F4E0...
Libby Vreonis
City Clerk

APPROVED AS TO FORM:

By: 
5B22E476A388410...
Derek Cole
City Attorney

DATE: April 14, 2026
TO: Joshua McMurray, City Manager
FROM: Derek Cole, City Attorney
SUBJECT: URGENCY ORDINANCE OF THE CITY COUNCIL OF THE CITY OF OAKLEY IMPOSING A TEMPORARY MORATORIUM PROHIBITING THE PROCESSING AND APPROVAL OF NEW DATA CENTER LAND USE APPLICATIONS WITHIN CITY LIMITS TO ALLOW FOR EVALUATION OF THE PUBLIC HEALTH AND ENVIRONMENTAL IMPACTS AND THE ENACTMENT OF FURTHER AND APPROPRIATE REGULATIONS CONCERNING THE SAME
[Four-Fifths Vote Required]

Approved and
Forwarded to the
City Council

Background and Analysis

At its March 10, 2026 regular meeting, City Council approved the Bridgehead Industrial Project. Approval of the project required amending the General Plan's land use designation on a portion of the project from "Commercial" to "Light Industrial," as well as rezoning the subject property to a "Planned Unit Development" ("PUD") or "P-1" District.

The PUD proposed a variety of land uses. Among the uses proposed: a "Data Center." After public comments, the project applicant requested to remove Data Center from the list of allowable uses; thereby making it a prohibited use within the project. After deliberation, members of the Council agreed that, as a condition for approving the project, Data Centers should be removed as a permissible land use within the PUD. Further, Council directed Staff to present a proposed moratorium ordinance for consideration at a future Council meeting.

State law permits the City to adopt a temporary moratorium ordinance—prohibiting otherwise permitted uses—when those uses conflict with potential land use proposals that the City is considering, studying, or intending to study within a reasonable time. Adoption of such ordinances require a four-fifths vote of the Council. As part of the moratorium ordinance, the Council must find that there is a current and immediate threat to the public health, safety or welfare of City residents.

Data Centers provide the necessary computing hardware—servers, storage systems, and networking equipment—for the digital economy. However, communities nationwide are experiencing the repercussions from accelerating Data Center land uses, including: increased demands for energy and water consumption; increased noise; crime and security issues; diminished air quality; pollution; aesthetic impacts; and decreased property values and quality of life to surrounding neighborhoods.



Existing utility infrastructure, especially in smaller communities, is often unable to support Data Centers' intensive demand for electricity, water, and sewage systems.

Currently, the City of Oakley Municipal Code ("OMC") does not regulate, nor define, Data Center land uses. By enacting a temporary moratorium, Council and Staff would have the necessary breathing room to study, deliberate, and determine the acceptable scope of Data Center land uses within City limits. Meanwhile, the City shall not receive, accept, process, or approve any Data Center land use application as long as the ordinance is in effect, including any requests to amend an existing P-1 District to add Data Center as an allowable use.

The proposed urgency ordinance will enable Staff to evaluate impacts, gather public input, and ultimately draft zoning regulations that foster economic growth while protecting the City's residents. Per Government Code section 65858, an urgency ordinance may initially be enacted for a period of up to 45 days. The City Council thereafter may extend the ordinance up to a maximum of two additional times: first, for a period of 10 months and 15 days; and second, for a period of up to one year. In total, the urgency moratorium may last for two years.

As a condition for adoption of the proposed urgency ordinance, the City Manager, or designee, would be required to prepare a report—describing the measures taken to alleviate the condition which led to adoption of the ordinance—for presentation to the City Council no later than ten days prior to its expiration. Staff believes the Planning Commission would be the proper body to prepare a detailed analysis of the issues concerning, and approaches to regulating, Data Center land uses within City limits.

Consistency with the Oakley Strategic Plan 27+

The proposed Urgency Ordinance would further the Community Health and Safety goal in that it would be designed to prioritize healthy neighborhoods—for the benefit of City residents.

Fiscal Impact

Adoption of this Urgency Ordinance would not result in a direct fiscal impact on the General Fund.

Staff Recommendation

Staff recommends that the City Council consider a temporary moratorium on Data Center land uses. Should four-fifths of the City Council vote to enact this Urgency Ordinance, the Ordinance would become effective immediately for a period of 45 days, unless extended.



Attachment

1. Proposed Moratorium Ordinance Concerning Data Center Land Uses



ORDINANCE NO. XX-26

AN URGENCY ORDINANCE OF THE CITY COUNCIL OF THE CITY OF OAKLEY IMPOSING A TEMPORARY MORATORIUM PROHIBITING THE PROCESSING AND APPROVAL OF NEW DATA CENTER LAND USE APPLICATIONS WITHIN CITY LIMITS TO ALLOW FOR EVALUATION OF THE PUBLIC HEALTH AND ENVIRONMENTAL IMPACTS AND THE ENACTMENT OF FURTHER AND APPROPRIATE REGULATIONS CONCERNING THE SAME

WHEREAS, “Data Centers” provide the necessary computing hardware—servers, storage systems, and networking equipment—to power the digital economy; such hardware enables large-scale software systems to handle traditional computational workloads, supports cloud-based storage and web services, and provides the massive processing capabilities required for generative artificial intelligence; and

WHEREAS, the Oakley Municipal Code (“OMC”) does not currently regulate Data Center land uses, nor has the City previously approved any Data Center use permit within jurisdictional limits; and

WHEREAS, at its City Council meeting on March 10, 2026, the Council held a public hearing regarding the Bridgehead Industrial Project, in which it received extensive public testimony concerning the potential and asserted impacts to public health and the environment should any developer apply for, and receive, a Conditional Use Permit for a Data Center land use; and

WHEREAS, pursuant to the City of Oakley’s police power, the City Council of the City of Oakley has the authority to enact and enforce ordinances and regulations for the public peace, morals, and welfare of the City and its residents; and

WHEREAS, California Government Code Section 65858 provides that, without following the procedures otherwise required prior to the adoption of a zoning ordinance and for the purpose of protecting the public safety, health and welfare, the City Council may adopt, as an urgency measure, an interim ordinance prohibiting any uses which may be in conflict with “a contemplated general plan, specific plan, or zoning proposal that the City Council, planning commission or the planning department is considering or studying or intends to study within a reasonable time”; and

WHEREAS, consistent with the above authority, and in response to conditions and evidence of which it has recently become aware, the City Council desires to adopt a moratorium prohibiting the processing and approval of Data Center land uses to allow for evaluation of the acceptable scope and development standards of such uses within City limits; and

WHEREAS, for the reasons more fully described within, the City Council determines, by at least a four-fifths (4/5) vote, that this Urgency Ordinance is a matter of City-wide importance, is a reasonable and necessary measure designed for the immediate

preservation and protection of the public health, safety, or welfare of the community; and is in accordance with the public purposes and provisions of applicable State and local laws and requirements.

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

SECTION 1. MORATORIUM FINDINGS.

A. Data Center development has the potential for significant and immediate impacts on the health, safety, and welfare of the citizens of Oakley through significantly increased energy and water consumption, pollution, noise, and other disturbances, as well as the potential to significantly impact the City's aesthetic values and community resources.

B. Without the imposition of a temporary moratorium on Data Center development within the City, the City may be required to process permit applications for such development—without proper study and deliberation of how to regulate Data Center land uses while also safeguarding against the adverse impacts such uses may have on the City's utility infrastructure and the quality of life of its residents.

C. The adoption of this Urgency Ordinance is necessary to protect the City and its residents, businesses, and visitors from the potential health and safety impacts of Data Center land uses; and to preserve the quality of life, health, safety, and welfare of the community.

D. Imposition of the moratorium will allow the City sufficient time to prepare a comprehensive ordinance for the regulation of Data Center land uses—setting forth their placement and operational conditions—moving forward.

E. Preparation of comprehensive Data Center zoning regulations will require study, public hearings, and both Planning Commission and City Council review.

F. In light of these findings and all evidence in the record, including, but not limited to the staff report accompanying this Urgency Ordinance, the City Council finds that this moratorium is justified in accordance with Government Code section 65858.

SECTION 2. IMPOSITION OF MORATORIUM.

For so long as this Ordinance is in effect, including through any extension, the City shall not receive, accept, process, or approve any application for a Data Center land use.

SECTION 3. CEQA FINDING.

The City Council determines that the provisions of this ordinance are exempt from the California Environmental Quality Act ("CEQA") because the instant ordinance involves continuing administrative activities and thus is not a project, as CEQA defines, pursuant

to Section 15378(b)(2) of the CEQA Guidelines. To the extent the adoption of this Ordinance constitutes a project, the City Council finds pursuant to CEQA Guideline Section 15061(b)(3) that the project is exempt from environmental review because it can be seen with certainty that the adoption of the ordinance would not have any significant impact on the environment.

SECTION 4. REPORT.

The City Manager, or designee, is authorized and directed to prepare the report required by paragraph (d) of California Government Code Section 65858 describing the measures taken to alleviate the condition which led to adoption of this Ordinance—for presentation to the City Council—no later than ten days prior to the expiration of this Ordinance.

SECTION 5. EFFECTIVE DATE; FOUR-FIFTHS VOTE REQUIRED.

This Ordinance shall become effective immediately upon adoption if adopted by at least a four-fifths (4/5) vote of the total members of the City Council and shall be in effect for forty-five (45) days from the date of adoption, unless extended by the City Council as provided in California Government Code Section 65858.

SECTION 6. PUBLICATION.

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

PASSED AND ADOPTED by the City Council of the City of Oakley this 14th day of April 2026 by the following vote:

AYES:

NOES:

ABSTENTIONS:

ABSENT:

APPROVED:

Hugh Henderson, Mayor

ATTEST:

Kim Snodgrass, City Clerk

Date

March 2026 New In-Town Business Licenses

Business Name	Primary Contact Email Address	Full Primary Address	Active Licenses
BASKIN ROBBINS OF OAKLEY	BASKINROBBINSOFOAKLEY@GMAIL.COM	990 LAUREL RD STE C OAKLEY CA 94561	BUSINESS LICENSE
OAK PLACE SENIOR VILLAS	PKELLY@WINNCO.COM	65 CAROL LN OAKLEY CA 94561	BUSINESS LICENSE
OAK FOREST SENIOR VILLAS	PKELLY@WINNCO.COM	81 CAROL LN OAKLEY CA 94561	BUSINESS LICENSE
OAK RIDGE	PKELLY@WINNCO.COM	73 CAROL LN OAKLEY CA 94561	BUSINESS LICENSE
OAK GROVE TERRACE	PKELLY@WINNCO.COM	67 CAROL LN OAKLEY CA 94561	BUSINESS LICENSE
OAK CREEK	PKELLY@WINNCO.COM	49 CAROL LN OAKLEY CA 94561	BUSINESS LICENSE
COMMONS AT OAK GROVE	PKELLY@WINNCO.COM	53 CAROL LN OAKLEY CA 94561	BUSINESS LICENSE
SOURDOUGH & CO	SOURDOUGHANDCOOAKLEY@GMAIL.COM	986 LAUREL RD STE C OAKLEY CA 94561	BUSINESS LICENSE
GAIA NAILS OAKLEY LLC	GAIA.NAILS.OAKLEY@GMAIL.COM; PHUONG.LAI.NHOK@GMAIL.COM	986 LAUREL RD STE B OAKLEY CA 94561	BUSINESS LICENSE
SERENE TRANSITIONAL HOUSING, LLC	NATALIA_RONQUILLO@YAHOO.COM		HOME BASED BUSINESS
BACCUS RESEARCH LLC	JLUKE@BACCUSRESEARCH.COM		HOME BASED BUSINESS
FLOWER OF HOPE PHOTOGRAPHY			HOME BASED BUSINESS
SAL'S SWEETS	SALINA.SMITH@ATT.NET		HOME BASED BUSINESS
VARGAS L13DESIGNS	VL13DESIGNS@GMAIL.COM		HOME BASED BUSINESS
DELTA DRIFT CREATIONS LLC	STHULL369@GMAIL.COM		HOME BASED BUSINESS
VALENCIA VIGIL	QUACKCODEVV@GMAIL.COM		HOME BASED BUSINESS
TRUE ANCHOR BOOKKEEPING SERVICES, LLC	LINDABAMBACH@YAHOO.COM		HOME BASED BUSINESS
RUST RUBS BY 5W	R-FRIESIAN@COMCAST.NET		HOME BASED BUSINESS
CASE TRANSPORTATION	CASETRANSPORTATION9999@GMAIL.COM		HOME BASED BUSINESS
ONE WELL LAB SERVICES	ONEWELLLABSERVICES@GMAIL.COM		HOME BASED BUSINESS
20			

MEMORANDUM

Date: April 1, 2026
To: Joshua McMurray, City Manager
From: Paul Beard, Chief of Police
CC:
Subject: Council Follow-up, Annual Police Department Update

On March 24, 2026 I provided my annual department update to the City Council. At the close of the update Councilmember Williams expressed curiosity about the number of rapes that had been reported to the Oakley Police Department in 2025. Factually speaking the number of rapes that had been reported to us was 13 and those 13 cases represented a 63% increase over 2024.

Councilmember Williams' specific question was in how many of those 13 cases was the suspect known to the victim. I did not readily know this answer but I had Records Supervisor Fagardo dive into the cases, and it has been determined in 12 cases the suspect was known to the victim. In the one remaining case the victim refused to cooperate with the investigation, so the relationship is unknown.

Although the increase in the number of rapes reported to us is concerning I believe the known relationship factors of these cases speak to the fact that we do not have a rash of stranger rapes occurring in Oakley, which would be even more concerning.

I have also determined, via social media, Councilmember Williams is being responsive to a constituent regarding our DUI stats. The question that came up on social media was how many of our 76 DUI arrests were due to any work we had done under grants. Statistically we ran one DUI checkpoint and 12 DUI saturation patrols in 2025 utilizing an Office of Traffic Safety (OTS) grant we received. The following are the results of those grant operations:

DUI checkpoint- 1 arrest

DUI saturation patrols: 5 arrests

In short, 6 of the 76 DUI arrests made during 2025 came as the result of the OTS grant.

I believe this answers any follow-up that is desired, but if more information is requested please let me know.

