



AGENDA

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

Tuesday, March 24, 2026

6:30 PM

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

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

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

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

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

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

Information Regarding Public Comment

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

1. OPENING MATTERS

1.1 Call to Order and Roll Call

1.2 Pledge of Allegiance to the Flag (Webelos, Pack 152, Oakley)

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

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 10, 2026 (Kim Snodgrass, City Clerk)

[Minutes](#)

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 Strelor, 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)**
Staff Report
1. Resolution
2. Draft FY 2026/27 Budget
- 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)**
Staff Report
1. Proposed Resolution
2. Draft Records Retention Schedules
- 4.5 Adopt a Resolution Approving the Adoption of the Housing Element Annual Progress Report including the SB 341 Report (Evan Gorman, Associate Planner)**
Staff Report
1. Housing Element Annual Progress Report with SB 341 Report as an Attachment (Reporting Year 2025)
2. Proposed Resolution
- 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)**
Staff Report
1. Resolution
2. Deferred Improvement Agreement
- 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)**
Staff Report
1. Resolution
2. Municipal Pooling Authority Amended and Restated Joint Exercise of Powers Agreement-Redlined
3. Municipal Pooling Authority Amended and Restated Joint Exercise of Powers Agreement
- 4.8 Adopt Resolutions Amending the Consulting Services Contract with KOA Hills to Add Report Writing Services (Jeri Tejada, Administrative Services**

Director)

[Staff Report](#)

1. Resolution
2. Original Koa Hills Contract
3. Amendment to Koa Hills Contract

- 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)**

[Staff Report](#)

1. Resolution
2. First Amendment to the Reimbursement Agreement

5. PUBLIC HEARINGS

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)**

[Staff report](#)

1. Proposed Ordinance

7. REPORTS

7.1 City Manager

(a) City Manager

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

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

[\(c\) Staff Report](#)

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 SESSION

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

[Staff Report](#)

1. Vicinity Map

2. Notice of Work Session
3. Uses Permitted in the LI (Light Industrial) District
4. Uses Permitted in C (General Commercial) District
5. Existing and Proposed Land Use Designations

9. CLOSED SESSIONS

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/OAKLEY PUBLIC FINANCING AUTHORITY HELD
MARCH 10, 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

Lekzi Collotzi and Karolina Rafael led the Pledge of Allegiance to the Flag.

1.3 Proclamation Recognizing March as National Red Cross Month (Mike and Karen Lance)

The proclamation was read by the City Clerk and presented by Mayor Henderson to Mike and Karen Lance.

Mike Lance thanked council for the proclamation and shared current Red Cross statistical data.

1.4 Contra Costa Mosquito & Vector Control District to Update (Michael Krieg)

An update regarding the Contra Costa Mosquito & Vector Control District was provided by Michael Krieg.

2. PUBLIC COMMENTS

Public comments were provided by Bud Chaddock and Sharon Kuykendall.

Online public comments were received by the following individuals and will be entered into the record: A resident who did not state their name

3. COUNCILMEMBER COMMENTS

Councilmember Fuller and Councilmember Williams provided comments.

4. CONSENT CALENDAR

- 4.1 **Approve Minutes from the Regular Meeting held February 24, 2026 (Kim Snodgrass, City Clerk)**
- 4.2 **Adopt a Resolution Authorizing the City Manager to Execute a Professional Services Agreement with PCD Inc. for the Design, Installation and Support of a New Council Chambers Audio Visual System (Rob Barker, IT Manager)**
- 4.3 **Adopt a Resolution Approving the Agreement with AU ENERGY, LLC for “Agreement of Property Owner for Provision of Landscaping in the Public Right of Way” pursuant to Conditions of Approval in Resolution No. 76-21 for Emerson Ranch Commercial and Authorizing the City Manager to Execute the Agreement (Billilee Saengchalern, Public Works Director/City Engineer)**
- 4.4 **Adopt a Resolution Approving the Agreement with AU ENERGY, LLC (APN 037-192-038) for “Stormwater Management Facility Operations and Maintenance Agreement and Right of Entry” for DR 04-21 Emerson Ranch Commercial Project Located at 910 & 920 Cypress Road and Authorizing the City Manager to Execute the Agreement (Billilee Saengchalern, Public Works Director/City Engineer)**
- 4.5 **Approval of the Special Event Beverage Concessions Non-Profit Selection (Troy Faulk, Recreation Manager)**

Councilmember Fuller pulled item 4.1 and 4.2.

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 Williams to approve item 4.1. **AYES:** Henderson, Meadows, Shaw, Williams **NOES:** Fuller **RESULT:** Motion carried (4-1)

Item 4.2

Councilmember Fuller asked a clarifying question; Mr. McMurray responded.

It was moved by Councilmember Fuller and seconded by Councilmember Williams to adopt the resolution authorizing the City Manager to execute a Professional Services Agreement with PCD Inc. **AYES:** Fuller, Henderson, Meadows, Shaw, Williams **NOES:** None **RESULT:** Motion carried (5-0)

5. PUBLIC HEARINGS

5.1 **Bridgehead Industrial Project (GPA 02-23, RZ 04-23, TM 10-23, DR 11-23, MSP 01-23, DA 2025-01) – Waive the First Readings and Introduce Two Ordinances and Adopt Three Resolutions Regarding an Application Requesting Approval of a General Plan Amendment, Rezone, Tentative Map, Design Review, Master Sign Program, and Development Agreement, including Certification of an Environmental Impact Report (Ken Strelo, Community Development Director)**

Community Development Director Ken Strelo presented the report.

Councilmembers Shaw, Williams, and Fuller, and Vice Mayor Meadows provided questions; Community Development Director Ken Strelo, Rod Stinson (Raney Planning & Management), City Attorney Derek Cole and City Manager Joshua McMurray provided responses.

Mayor Henderson opened the Public Hearing.

Note: Councilmember Fuller stepped away from the dais at 10:14p.m. and returned at 10:21p.m.

Public comments were provided by David Bonson, Tracey Boyum, Ben Sipe, Colleen Masadas, Dawne Scafiro, Christopher Long, Joey, Kevin Sumner, Cindy Alvarenga, Herlindo Alfaro, Chris Palomo, Alejandro Martinez, Victor De Latorre, Ruben Galvan, John Humphries, Joel Toscano, Daniel Garcia, Tranquilino Curiel, Rich Ladeira, Nathan Teixeira, Rick Solis, Robert Fierros, Ramon Amaral, EJ Cire, River Orellana, Gina Varni, Greg Garcia, Alan Kemp, Sarah Hadox, Debra Sidrian, Dennis Hunt, Sharon Kuykendall, Jaime Spohn, Jasper Willowbrook, Bud Chaddock, Tayler, Jason Lester, Brad Nix, Alyssa Thomas, Francisco Nunez, Joe Kovalick, Adam Sterud, Holly Bishop, Mattherw Beeston, Randy Sullivan, Carmen Aguilar, Yelena I. Rasco, Stephany Salgado, Jermaine Dowdell, Cameron W. Curran, Eric Haynes, Renae M.

Public comments were received by the following individuals and will be entered into the record: Dev Mhaiskar, Swati Mhaiskar, Shawn Fisher, Joseph Canada Jr., Laura Cunha, Darli Teichera-Ebuen, Ben Weise, RJ Rivasplata, Jeff Kariton, Angela Shenk, Ameer Ochoa-Bonson, Dominique Martinez, Jaana Hansen, Barbara Frangie, Kelly Marvin, Elianna, Ilyass Abbad, Glenn Gehlke, Hope Grimes, Kevin Armonio, Diablo Water District, Sierra Club, David Kramer, Michael Lozeau, Sue Higgins, Brandon Barnes, Justin Shenk, Gabrielle Grass, Illya Blazhiyevskiy, Julianne Austria-Armonio, Liz, Reyna Ambrose, Anna Pangilinan, Nelly Nash, Tai Wiker, Alexandria Diaz, Karen Groom, Jose Pio, Dianna Petterle, Kyle Dayanghirang, Esmeralda Dreier, Jay Andrew Paolo Friend, Antonio S Babauta Jr., Savioso Ramirez, Clinton Parra, Lisa Tramonte, Ruben Esqueda, Anthony Gayfield, Jorge Gonzalez, Diego Ramirez, Brennan Rodriguez, Pamela Selzer, Daniel Collins, Priscilla Wiley, Jace Wilson, Joe Baltzley, Eric Squires, Ava Squires, Kelsey Squires, Erica Squires, Wyatt Squires, Marlon Hurtado, Juan Garcia, Samantha Lipisco, S. Gutierrez.

David Babcock (David Babcock & Associates) presented an overview of the project.

Jason Bennett (JB2 Partners) provided additional details of the project and formally requested the removal of Data Center from the application in its entirety.

Councilmember Williams provided questions; Mr. Strelow responded.

At 11:00pm, a motion was introduced to extend the meeting. City Attorney Derek Cole requested clarification regarding the time extension.

It was moved by Councilmember Shaw and seconded by Vice Mayor Meadows to extend the meeting until 12:00AM. **AYES:** Fuller, Henderson, Meadows, Shaw, Williams **NOES:** None **RESULT:** Motion carried (5-0)

Councilmember Williams, and Shaw, and Vice Mayor Meadows posed additional questions; responses were provided by Mr. Babcock and Mr. Strelow.

Mayor Henderson closed the Public Hearing.

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

Note: Councilmember Shaw stepped away from the dais at 11:24 p.m. and returned at 11:26 p.m.

City Attorney Derek Cole advised Councilmember Fuller to focus on the specific item under discussion.

Councilmember Williams provided additional comments; Rod Stinson (Raney Planning & Management) and Mr. Strelow addressed the comments.

Mayor Henderson provided comments.

City Attorney Derek Cole provided a point of clarification for any potential motion.

It was moved by Vice Mayor Meadows and seconded by Councilmember Williams to approve the Bridgehead Industrial Project with two revisions 1) removing Data Center from the rezone ordinance as a permitted use and, 2) incorporating the staff recommended condition into the resolution for the Tentative Map, Design Review, and Master Sign Program. **AYES:** Henderson, Meadows, Shaw, Williams **NOES:** Fuller **ABSENT:** None **RESULT:** Motion Carried (4-1)

Mayor Henderson called for a five-minute recess.

6. REGULAR CALENDAR

None

It was moved by Councilmember Williams and seconded by Vice Mayor Meadows to continue the meeting until all agenda items have been considered. **AYES:** Henderson, Meadows, Shaw, Williams **NOES:** Fuller **RESULT:** Motion Carried (4-1)

7. REPORTS

7.1 City Manager

(a) City Manager

(b) Business License Update

City Manager Joshua McMurray stated he had nothing to report at this time.

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 Williams reported she attended a Tri Delta Transit meeting, a BART Board meeting and the Mayor's Conference. She also mentioned she was asked to be a Governor's appointee to a board and commission.

Vice Mayor Meadows reported he attended an MCE Board meeting and a Contra Costa Transportation Authority (CCTA) meeting.

Councilmember Shaw reported she attended a Tri Delta Transit meeting, the Recreation team award luncheon, and the Cal Cities East Bay Division Legislative Dinner. She also attended the Choice in Aging Crab Feed, the Library Community meeting and a meet and greet with Senator Cabaldon. She mentioned she spoke at the Girls Empowerment event, attended the Network of Care Crab feed, and East County All Stars Opening Day.

Mayor Henderson reported he attended the Mayors' conference, and Oakley's Got Talent.

(b) Requests for Future Agendas

Councilmember Williams requested an item regarding Data Centers. Councilmember Shaw supported it.

8. WORK SESSIONS

None

9. CLOSED SESSION

None

10. ADJOURN

There being no further business, the meeting was adjourned at 12:05 AM on Wednesday
March 11, 2026

Respectfully submitted,

Kim Snodgrass
City Clerk



BRIDGEHEAD INDUSTRIAL



PLANNED UNIT DEVELOPMENT

Final
March 2026



PREPARED FOR:





BRIDGEHEAD INDUSTRIAL
PLANNED UNIT
DEVELOPMENT

Final
March 2026

PREPARED BY:



DAVID BABCOCK + ASSOCIATES

BRIDGEHEAD INDUSTRIAL PLANNED UNIT DEVELOPMENT

1. PROJECT LOCATION

The property consists of approximately 164-acres located on the northwest portion of the City of Oakley, adjacent to State Route (SR) 160, and bordered by Bridgehead Road to the west, Big Break Road to the east, open space to the north, and Main Street to the south. The BNSF railroad corridor bisects the site, creating two distinct development areas, 87.6-acres to the north, and 76.4 to the south, see Figure 1.

2. PURPOSE AND SCOPE

The purpose of the Bridgehead Industrial Planned Unit Development (PUD) is to provide development standards, design guidelines, and implementation details for the development of the project. The PUD allows for flexibility to respond to both the current and future real estate market and development trends. The PUD includes descriptions and exhibits to define and illustrate the following components:

- Conceptual Site/Building Architecture
- Preliminary Landscape Concept
- Lighting
- Fencing
- Signage
- Street Circulation
- Pedestrian Circulation
- Public Transportation
- Utilities
- PUD Administration



Figure 1, Project Location

3. EXISTING CONDITIONS

Both the North Development Area and South Development Area are actively used for agriculture as vineyards with aging vines and declining production. An existing home and out-buildings are located in the middle of the site with access off Big Break Road, see Figure 1. The site is relatively flat and slopes from the southwest at approximately elevation 35 at Main Street and Bridgehead Road to the northeast at Big Break Road near the marina at approximately elevation 14. A storm drainage easement bisects the property from the south and extends to the northern mid-portion of the site, see Figure 2.

Trees are located throughout the site, with higher concentrations located along the street frontages of Main Street and Big Break Road. Most of the existing on-site trees will need to be removed. Additional information related to the health and condition of the on-site trees is provided in the EIR and arborist report.

Surrounding land uses include the Contra Costa Logistics Center to the west, open space and the Big Break Marina to the north, existing California Beacon single family residential neighborhood to the east, and existing commercial, residential and industrial south of Main Street, see Figure 3.

Access to Bridgehead Industrial would be from Highway 4 to Highway 160 which includes two on/off ramps, one at Main Street and the other at Wilbur Avenue. Access from the Main Street freeway interchange will provide vehicle and truck traffic access to the South Development Area from Main Street and Bridgehead Road. Passenger vehicles would be allowed to access the North Development Area from Main Street via Big Break Road where no truck and trailer access is allowed, and at any other access point. From Highway 160 at the Wilbur Avenue exit, both vehicles and truck and trailers would access the North Development Area via a proposed easement through the recently constructed Contra Costa Logistics Center to D Street. D Street will be extended east though the North Development Area to provide both vehicle and truck access to the buildings.



View of North Development Area looking South on Big Break Road



View of North Development Area looking North on Big Break Road



View of South Development Area at Bridgehead



View of South Development Area looking North

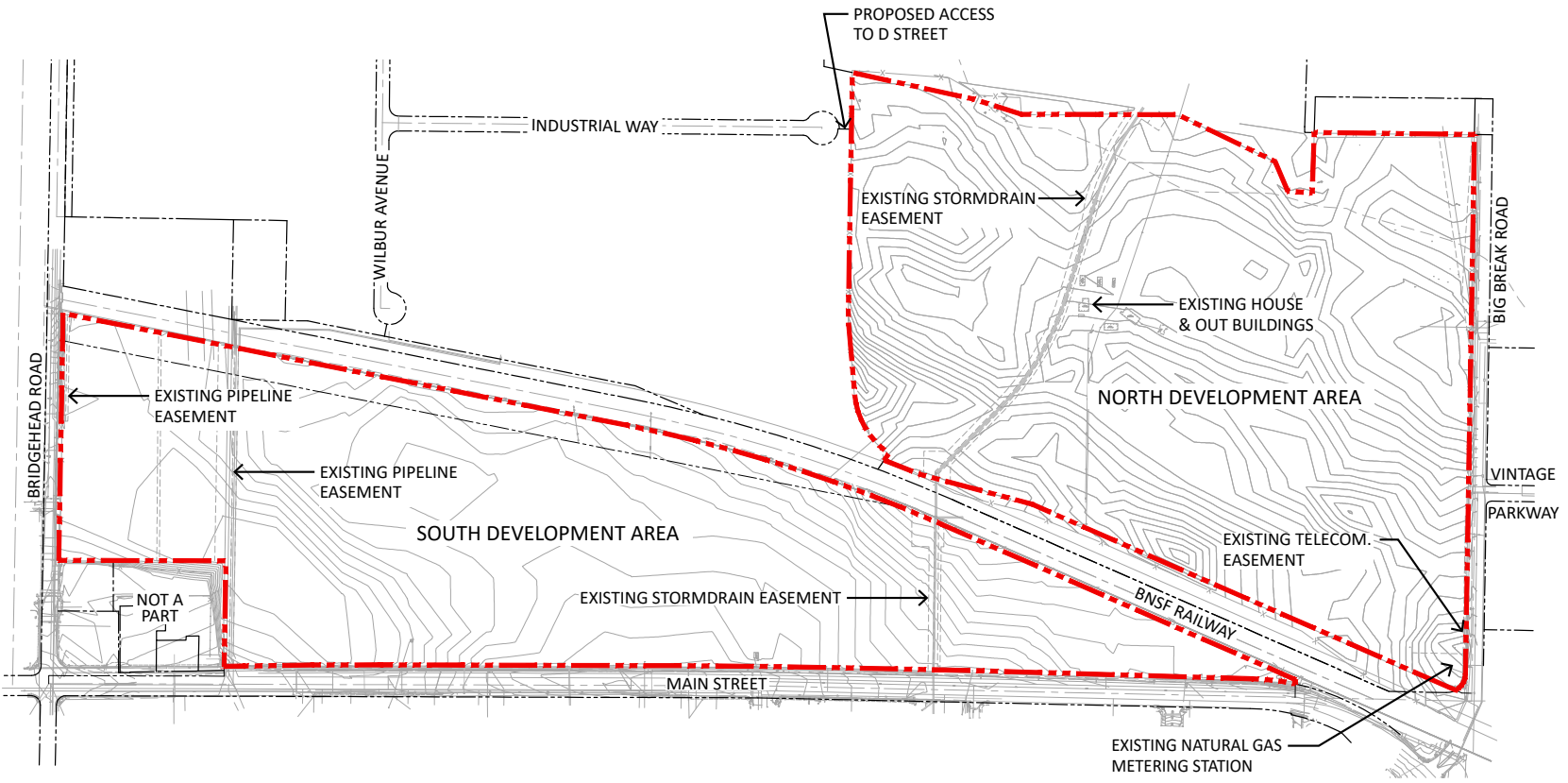


Figure 2, Existing Conditions



Figure 3, Vicinity Map

4. PROJECT DESCRIPTION

The Project site is divided into two distinct development areas, the North Development Area and the South Development Area, as described above with a total acreage of 164-acres. Conceptual development envisions ten (10) industrial buildings ranging from 117,000 SF to 936,000 SF, totaling approximately 3.1 million square feet (herein referred to as Project), see Figure 4. The overall Project Floor Area Ratio (FAR) is approximately 44%.

The conceptual development pattern envisions a variety of large and small-scale industrial buildings generally fronting the streets in the North Development Area and the South Development Area. Employee parking would be located adjacent to the offices and would also front onto the main perimeter streets. Project construction will be completed in multiple phases, with project construction for the entire development anticipated to be completed within 6 to 10 years. Each future phase of site construction will include on-site improvements including the associated parking areas, circulation, utilities, landscaping, and off-site street improvements as required by the City for development.

5. GENERAL PLAN DESIGNATION

The PUD consists of a General Plan designation of Light Industrial (LI). The Light Industrial (LI) designation provides for limited fabrication, manufacturing, processing, packaging and assembling uses; wholesale, distribution, warehousing and storage uses; vehicle and machinery repair; research and development; industrial parks; public/semi-public uses and similar and compatible uses. Heavy industrial uses that emit significant amounts of smoke, noise, light and/or pollutants are not allowed.

Projected Buildout Land Use Summary				
Gross Acres				
Zoning Districts & Utilities	Gross Acreage			
Planned Unit Development (P-1)	164.0			
Total Acres	164.0			
Net Acres				
Zoning Districts & Utilities	Net Acreage	%	PUD(P-1) Sq Ft	Project FAR
Planned Unit Development (P-1)	137.0	83.5%	3,100,000	43%
Landscape Area	22.5	14%		
Private Roads	2.8	1.7%		
Public Road Dedication	1.7	0.8%		
Total Gross Acres	164.0	100%		

Table 1, Land Use Summary

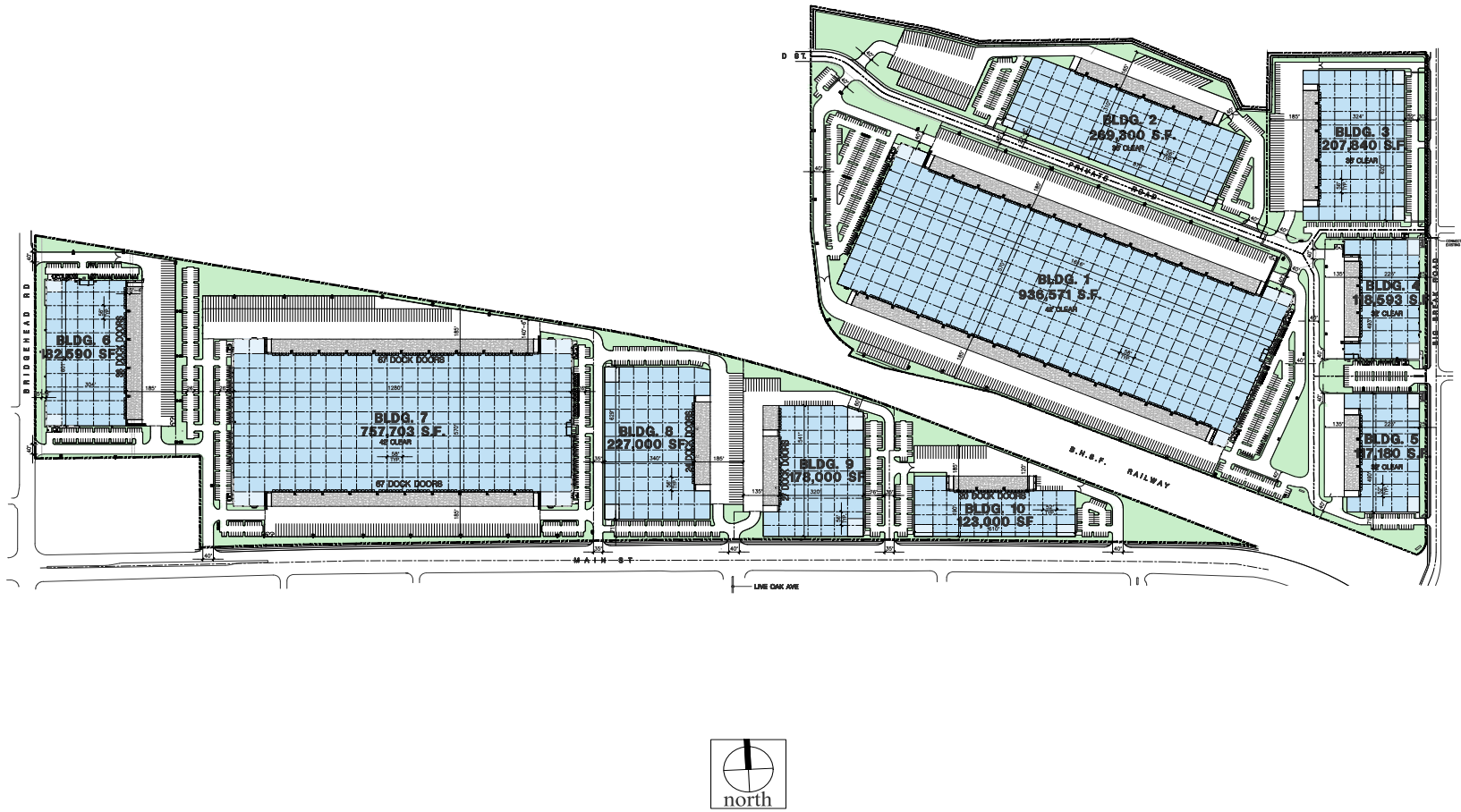


Figure 4, Conceptual Site Plan

Source: HPA

6. ZONING DISTRICT DESIGNATION

The Project also consists of a single zoning district of Planned Unit Development (P-1). The purpose of the Planned United Development (P-1) is to provide designated areas for limited manufacturing and other light industrial uses within the City of Oakley, which are compatible with business parks and adjacent residential areas. Table 1 presents the approximate acres of the zoning district and building square footage that will be envisioned for total project build-out.

7. PERMITTED AND CONDITIONALLY PERMITTED USES

Table 2 includes the permitted and conditionally permitted land uses within the Project Area. To provide additional clarity to the uses in Table 2, Table 3 provides further definition of each use.

Note that accessory uses and temporary uses will be allowed as provided by the City of Oakley Zoning Ordinance, including temporary construction activities and on-site construction staging areas.

Bridgehead Industrial Permitted/Conditionally Permitted Uses	
Land Use Types	P-1 Zoning
Truck Related Services	
Truck and Trailer Parking & Storage	P
Industrial, Warehouse, & Distribution	
General Warehousing	P
High-Cube Warehouse	P
Cold Storage Warehouse	P
Fulfillment Center	P
Parcel Hub	P
Automated Sorting Center	P
Distribution and Logistics Facility	P
Transload Facility	P
General Manufacturing	P
Office	P
Industrial Battery Storage	P

Land Uses	Definition/Characteristics of Use
<i>Truck Related Services</i>	
Truck and Trailer Yard Storage	A commercial operation that would allow for the short-term and long-term parking of trucks and trailers, including trucks equipped with cleaner, emerging technologies.
<i>Industrial, Warehouse, and Distribution</i>	
General Warehousing	Products stored on-site for more than a month.
High Cube Warehouse	A high-cube warehouse is a building that typically has at least 200,000 gross square feet of floor area, has a ceiling height of 24 feet or more, and is used primarily for the storage and/or consolidation of manufacturing goods (and to a lesser extent, raw materials) prior to their distribution to retail locations or other warehouses. A typical high-cube warehouse has a high level of on-site automation and logistics management. The automation and logistics enable highly-efficient processing of goods through the high-cube warehouse.
Cold Storage Warehouse	Temperature controlled for frozen and perishable products, building construction includes substantial insulation in roof and foundation walls.
Fulfillment Center	Storage and direct distribution of e-commerce product to end users, shipping of smaller packages and quantities, often includes multiple mezzanine levels for product storage and picking.
Parcel Hub	Regional and local freight-forwarder facility, time sensitive shipments using air freight and ground. Site development may include truck maintenance, vehicle wash, and fueling facility.
Automated Sorting Center	Consolidation and distribution of pallet loads (or larger) of manufacturers, wholesalers, or retailers. Short storage duration, high throughput, and merchandise movements is performed in part or in full by machines or robotics.
Distribution and Logistics Facility	Storage facility where small shipments are combined into larger and more economical delivery trucks bound for similar destinations.
Transload Facility	Consolidation and distribution of pallet loads (or larger) of manufacturers, wholesalers, or retailers. Short storage duration with high throughput and high efficiency.
General Manufacturing	Uses tend to have moderate to high nuisance characteristics, such as noise, heat, glare, odor, and vibration, requiring segregation from other land uses, and/or may require extensive outside storage areas.
Industrial Battery Storage	An industrial battery storage area would include a network of battery energy storage cells and sub-grade wiring. The battery energy storage may be utilized for on-site electricity or may connect to the existing grid.

Table 3, Land Use Definitions

8. PHASING

The Proposed Plan will be developed in phases based on market demand. This demand will guide building size and site configuration at the time of development. In addition, each subsequent phase will expand upon the Initial Phase development of street network and utility systems to provide the necessary vehicle access and utility infrastructure systems needed to develop each individual area, see Figure 5.

The Initial Phase of the development will include construction of warehouse and distribution Building 6 located adjacent to Bridgehead Road. The Initial Phase will also include the necessary roadways, water, wastewater, recycled water, storm drainage and detention basin improvements needed to support development.

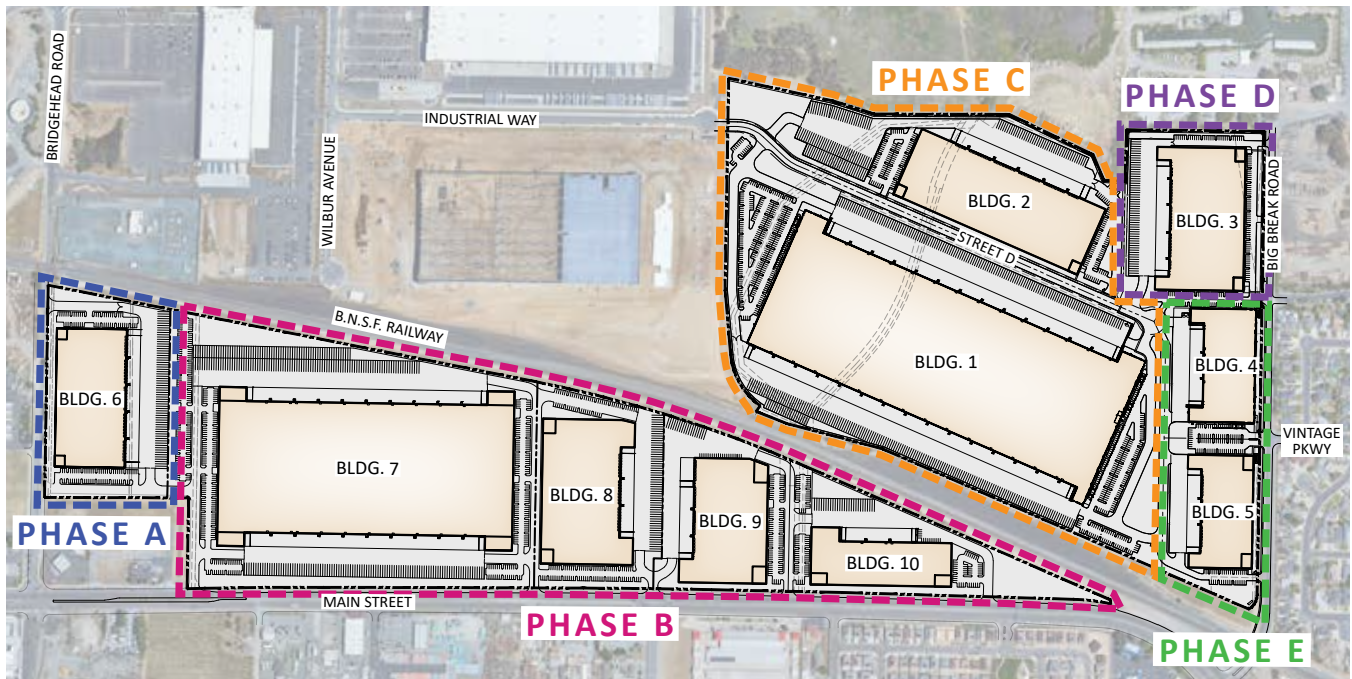


Figure 5, Phasing Plan

9. CONCEPTUAL SITE/ BUILDING ARCHITECTURE

The site design places the office functions of the buildings along Bridgehead Road, Main Street, and Big Break Road. The building elevations along these street frontages feature additional architectural detailing to create a more visually interesting appearance. This includes office area offsets, added variation in articulation and colors, and a higher

glass to wall ratio at the corners where there are typically building entrances. Generally, the entries to buildings are more architecturally detailed using recessed panel surfaces, material changes and design elements. Building corners will be extended at the office function of the buildings. Enhanced landscaping and planting islands at truck court entrances will also soften the view of the truck courts.



Figure 6, Conceptual Rendering Building 1



Figure 7, Conceptual Rendering Buildings 4 and 5

The functional aspects of the warehouse such as large-scale dock doors, and simple (rectangular) shapes rely more on changes in parapet wall height, score lines, and change in paint color and similar design detailing. Figure 6 presents a view of the North Development Area looking west from Main Street, and Figure 7 shows the conceptual building design and view of the streetscape along Big Break Road at Buildings 4 and 5. Figures 8 and 9 show the conceptual design of Buildings 7 and 10 as well as the preliminary streetscape landscape.

Conceptual architecture and building elevations have been provided to show an example of tilt-up concrete building architecture and design elements. Building architectural

design and detailing will vary from building to building and from the North Development Area to the South Development Area. However, each building will be designed to complement the adjacent buildings with similar design elements, detailing, colors, and materials. These include metal window mullions and entry canopies, glass, and tilt-up concrete panels to create visual continuity. The similarity in design elements and detailing will also complement the adjacent Contra Costa Logistics Center located just to the west of this project.

The PUD provides a framework for design and development to allow City staff to evaluate and approve future entitlement applications. These elements include the following:



Figure 8, Conceptual Rendering Building 7



Figure 9, Conceptual Rendering Building 10



Design Office Areas to Face Street Frontage



Utilize Enhanced Landscaping at Entries



Orient Buildings so that Dock Doors Oppose Each Other Where Feasible

A. SITE LAYOUT

Site design will be a key evaluation element in combination with the building architecture and landscape design that will create project design consistency. Views of loading docks and service doors shall be minimized from view from public street corridors where feasible with either landscaping and/or berming. Building architecture and orienting the office function to face the street and corners will be important to create a strong streetscape presence.

I. Site Layout

- Office areas of industrial buildings should face and be accessible from the primary street frontage.
- Provide pedestrian connections between the street and the office function of the warehouse buildings.
- Site planning and parking lot design should consider view corridors from the public streets to businesses for the placement of signage, and scale and location of architectural features.
- Main vehicle access drives shall be oriented to provide visitors with a clear view of building entrances.
- Landscaping at project entries and driveway access should be distinctive to include accent and color planting to enhance the sense of entry.
- Signage and landscape should enhance the entries that serve the main building points of entry for the general public and differentiate from truck and service entries.
- Service vehicle traffic should be separated from employee and visitor circulation when feasible. A clear travel route should be provided between the street and the building’s entrance.
- Provide for efficient vehicular circulation by creating landscaped drive aisles that divide employee and visitor parking fields from truck circulation routes.
- Provide vehicular parking in front of buildings and along street frontages that will assist with increased street presence.
- It is encouraged or desirable that multiple buildings are designed so that grade level doors and loading docks oppose each other to minimize views of the dock doors from the public streets where feasible.
- Automobile vehicle parking areas shall include planting islands within the parking field to achieve the 50% shading as required by Cal Green.
- Include ample landscaping at entrances to truck courts to soften views of the loading docks, truck trailer parking, and service dock doors from public streets. Please see Figure 16, Conceptual Landscape Plan.



Soften Views of Trucking Parking with Landscaping



Create Clearly Delineated Pedestrian Pathways



Design Trash Enclosure to be Compatible with Building Design

- Parking, when in front of buildings, shall include enhanced landscaping, berming, or a combination of both.
- Where possible, provide separate entrances for automobiles and trucks that are clearly marked to promote safe site circulation.
- Parking areas for trucks and trailers shall be allowed to face public streets but should be softened from public view by landscaping and/or berming.
- Sites that incorporate security guard shacks to control access shall also incorporate driveways/lanes with adequate truck staging.

II. Bicycle/Pedestrian Circulation

- Provide clear, convenient pedestrian connections from the public streets, sidewalks, transit stops and trails to the business entries.
- Provide bike parking areas adjacent to building entries.
- Provide clearly delineated crosswalks and pedestrian pathways to distinguish them from vehicular drives.
- Provide ample lighting at bike and pedestrian pathways to improve safety.

III. Screening of Utilities and Trash Enclosures

- Where feasible, soften views of utilities with landscaping. This includes but is not limited to, PG&E transformers, phone company boxes, fire department connections, backflow preventers, water tanks, irrigation controllers and other above ground on-site utilities.
- Trash enclosures shall be designed with solid doors, interior concrete curbs, and exterior materials and colors compatible with the adjacent building design.
- All trash enclosures shall be sized to fit both trash and recycling containers that will be necessary to serve the users of the site.
- Trash enclosures shall be softened from view from all public rights-of-way by buildings or landscaping, with openings oriented away from public view, but still be accessible by the trash/recycling vehicles.
- Trash compactors located within truck courts may be placed to grade-level ramps.



Include Landscaped Drive Aisles to Divide Parking Areas Where Possible



Include Trees in Parking Areas to Meet CalGreen Shading Requirements

IV. Parking and Landscape

- Create a clear visual entry to the project using well-designed signage, entry walls, hardscape, paving or accent landscape elements.
- Large parking areas should include landscaped drive aisles that divide parking fields to improve circulation and access to parking adjacent to buildings.
- Tree planting in parking areas should create shading and soften the appearance of the parking lot. At least 50% of the paved area shall be shaded at tree maturity per Cal Green.
- Provide a 12-inch-wide concrete curb step-out adjacent to landscape planter islands in the employee parking area to limit damage to the landscape.

V. Walls and Fences

- Loading dock and truck court views will be softened by landscape planting and/or landscape berms of no less than 3' in height.
- Security gates should be constructed of the same materials and detailing as the fencing for the project.
- Fencing shall be limited to a maximum height of 8' adjacent to the side setback area, it should be constructed of chain link or similar materials.
- Gates for pedestrian and vehicular access to restricted areas that are visible from public areas (i.e., parking lots, drive aisles) shall be constructed of chain link or similar materials.

B. BUILDING ARCHITECTURE AND DESIGN DETAILING

Consistent use of architectural detailing will establish the project's contemporary design theme through the use of complementary architectural elements and use of similar materials and colors. The building construction will likely consist of concrete tilt-up for the warehouse and logistics buildings. Insulated Metal Panel or Non-Insulated Metal Panel (IMP/NIMP) construction maybe also be utilized in whole, or in conjunction with concrete tilt-up, see Figures 10-15.

Industrial building design guidelines are intended to provide direction for the development of well-designed warehouse structures that will meet the building design envisioned for the project. These guidelines are as follows:



Use Concrete Tilt-Up Panels as Base Material



Select a Variety of Colors and Materials for Visual Interest



Concentrate Windows and Color Changes at Office Entries

I. Building Architecture

- Building base materials should generally consist of concrete tilt-up panels. Accent materials may consist of, but not be limited to, tile, glass, stone, and metal.
- All buildings should utilize a variety of colors and materials that align with the general palette of the project, or styles so that there is an aesthetic connection between all buildings on the site.
- Create visual interest on buildings with simple shapes through use of vertical and horizontal façade elements.
- Include varying roof heights, stepped panels, awnings, windows, recessed entries, score lines, and a mix of colors and materials.
- Utilitarian portions of buildings, such as vents, gutters, downspouts, flashing, electrical conduit, and other wall-mounted utilities shall be painted to match the color of the adjacent surface.
- Warehouse buildings over 150,000 square feet shall articulate the long building elevations every 150' to add visual variety. Examples include adding score lines, varying parapet roof heights, adding color changes, and changes in materials.
- Building entries shall be designed with the human scale in mind by concentrating windows and enhanced colors and materials at the office and visitor entries.
- Metal is discouraged as a building's primary exterior material and if used should include additional detailing, decorative features, textural changes, or relief techniques to break up large building faces and glass.
- Materials should include but are not limited to concrete block, tilt concrete panels, or other surface treatments to the office portions of structures from view at public streets shall be required.



Figure 10, Conceptual North Development Area - Building 1 Architecture
Source: HPA

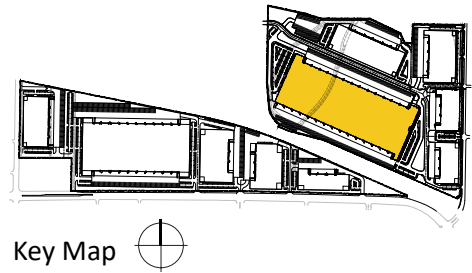
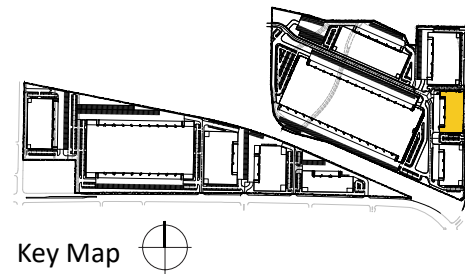
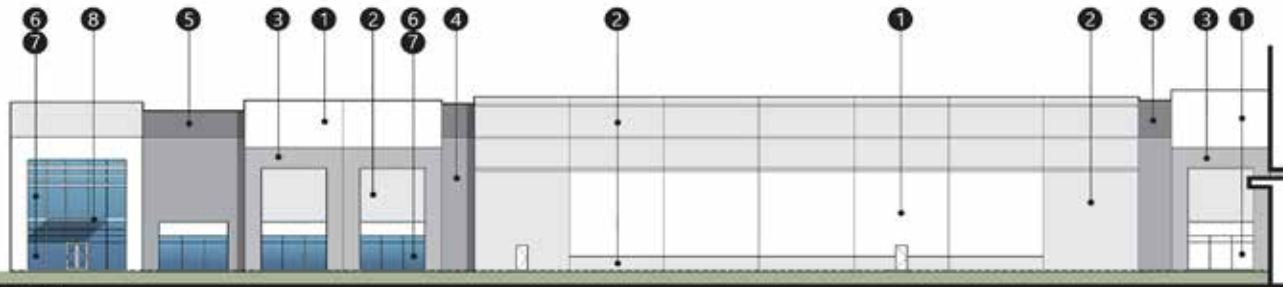
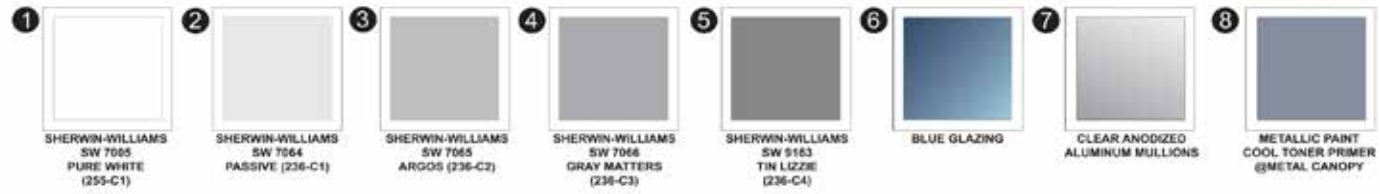




Figure 11, Conceptual North Development Area - Building 4 Architecture
Source: HPA

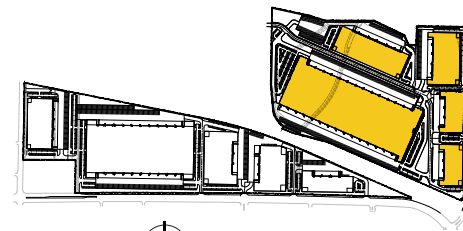




Enlarged View of West Elevation

Figure 12, Conceptual North Development Area - Colors and Materials, Buildings 1-5

Source: HPA



Key Map



Figure 13, Conceptual South Development Area - Building 10 Architecture
Source: HPA

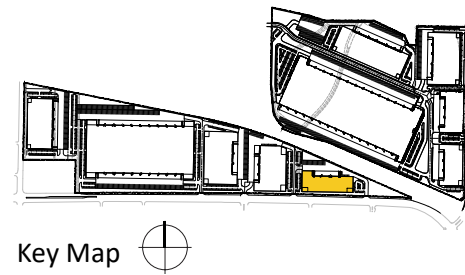
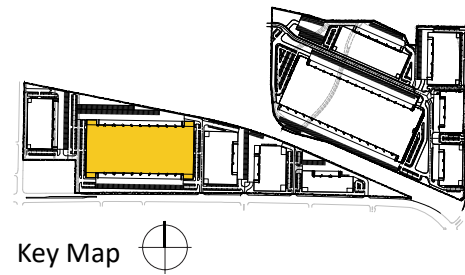
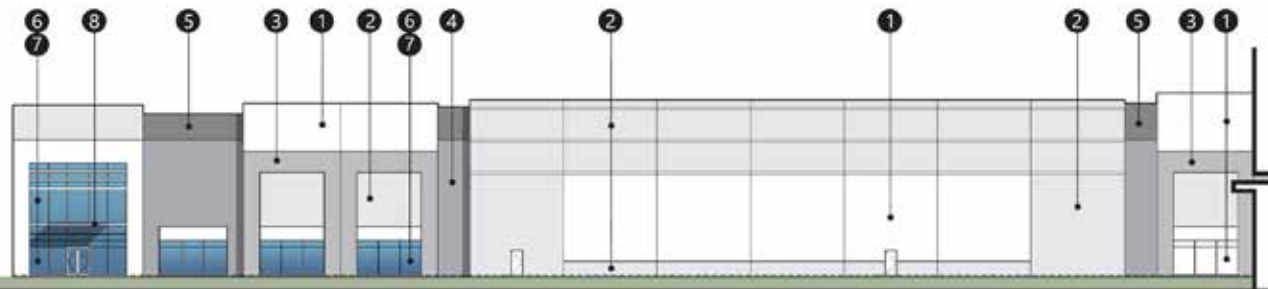
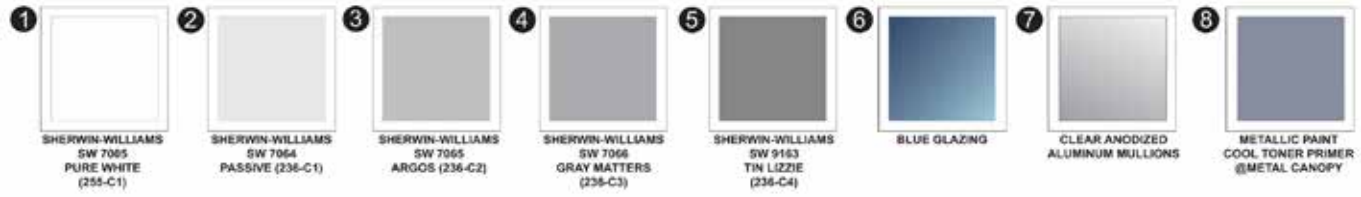




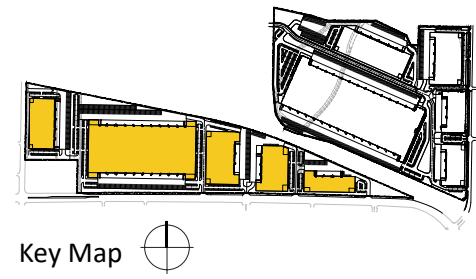
Figure 14, Conceptual South Development Area - Building 7 Architecture
Source: HPA





Enlarged View of West Elevation

Figure 15, Conceptual South Development Area - Colors and Materials, Buildings 7-10
 Source: HPA





Use Large Trees and Shrubs to Complement Building Scale



Landscape All Areas of a Site Not Devoted to Structures



Provide Landscape Setbacks for Visual Continuity

C. LANDSCAPE

The design of the landscape will include the use of native and climate adapted plant species, high-efficiency weather-based irrigation systems, locally sourced and recycled materials where available, and the treatment of stormwater utilizing best management practices. Water use for landscape irrigation is also in the forefront of current design practices and guidelines have been included to address water conservation. This approach to the design will create a contemporary landscape that is attractive, yet resource-efficient and relatively low-maintenance.

The Preliminary Landscape Plan consists of a variety of trees, shrubs, and understory planting that will soften views of the truck parking and truck courts. A formal row of trees will be planted along the street frontages. Flowering ornamental trees at the driveway entries will denote access points to the Project and buildings. Behind the street right of way, informal groupings of trees and shrubs will be planted adjacent to the parking lots.

Landscaping within the development of both the North Development Area and South Development Area will consist of planting areas at the ends of the buildings and at the perimeter of the parking areas. Planting islands at the office entries to each building will be planted with groupings of trees and large shrubs. Due to the use and space needed to maneuver trucks and trailers, trees and landscaping is not proposed within the truck courts, see Figure 16.

Landscape Guidelines provide a framework for achieving the high-quality character envisioned for the project. The guidelines are not intended to limit design solutions, but rather to provide direction on design elements that achieve the desired aesthetic for the project. The landscape guidelines shall be as follows:

I. General Landscaping Guidelines

- Sites should be landscaped to optimize the aesthetic appeal and comfort for employees and visitors.
- Large trees and shrubs should be used to minimize visual dominance of the large architectural structures.
- All portions of a site not devoted to buildings, structures, and parking should be landscaped, to the most extent feasible.
- Landscapes should be designed to reach a reasonable level of maturity within five years.
- Fast-growing trees spaced in groupings to create visual mass are encouraged.



Figure 16, Conceptual Landscape Plan

See Figure 17 for Plant Palette

Source: Yamasaki

PLANT SCHEDULE


<u>SYMBOL</u>	<u>BOTANICAL / COMMON NAME</u>
<u>TREES</u>	
	<i>Acer rubrum</i> 'October Glory' / October Glory Red Maple
	<i>Cedrus deodara</i> / Deodar Cedar
	<i>Cercis canadensis</i> 'Forest Pansy' / Forest Pansy Eastern Redbud
	<i>Cornus florida</i> 'Cherokee Chief' / Cherokee Chief Dogwood
	<i>Eucalyptus nicholii</i> / Nichol's Willow-leafed Peppermint
	<i>Lagerstroemia indica</i> x <i>fauriei</i> 'Natchez' / Natchez Crape Myrtle
	<i>Laurus</i> x 'Saratoga' / Saratoga Hybrid Laurel
	<i>Pinus canariensis</i> / Canary Island Pine
	<i>Pinus eldarica</i> / Afghan Pine
	<i>Pistacia</i> x 'Red Push' / Red Push Pistache
	<i>Platanus</i> x <i>acerifolia</i> 'Columbia' / Columbia London Plane Tree
	<i>Quercus wislizenii</i> / Interior Live Oak
	<i>Ulmus parvifolia</i> 'Drake' / Drake Lacebark Elm
	<i>Zelkova serrata</i> 'Village Green' / Village Green Sawleaf Zelkova

Figure 17, Preliminary Plant Palette

Source: Yamasaki



Plant in Rows and Massings for an Organized Design



Enhance Building Entries with Accent Planting



Use Large, High Branching Shade Trees in Parking Areas

- Landscape setbacks are required to be provided between parking and road and property line setbacks to provide visual relief from large expanses of hardscape.
- Each owner is responsible for installing and maintaining the landscape within their properties, in accordance with the City requirements.
- Simple plant palettes, such as rows and massings of native and climate-adapted grasses and tree plantings are encouraged.
- Building entries should feature accent landscaping, shade trees, bold foliage accent planting in planters, seating areas, and accent lighting.
- Landscape design elements will be organized and purposeful throughout the project. Random placement of shrub and tree locations should be avoided.
- Trees shall be installed at a minimum size of 24" box.
- Parking lot planters with trees should be provided to achieve the 50% shading requirement per Cal Green within 15 years.
- Trees may be clustered to define circulation routes, frame site views, and reinforce edge planting. Large scale, high branching shade trees should be used in all employee parking areas.
- Vegetated bioswales as required in parking lot areas to treat on-site stormwater and provide visual relief within the hardscape.
- No large landscape areas are to be landscaped with a single species in order to promote biodiversity and create visual texture.

II. Materials

- Refer to the Plant Palette provided on the suggested plant materials, see Figure 17.
- Locally sourced, salvaged, and recycled content materials in the landscape are encouraged.
- Species listed on the CAL-IPC list of invasive species shall not be used in the landscape.
- The use of turf is not allowed.



Utilize Trees to Provide Shade on Buildings and Parking Areas



Incorporate Bioswales to Maximize Stormwater Infiltration

III. Sustainability

- The use of renewable energy in the landscape is encouraged.
- Sustainable landscape practices employing the most current technologies will be strongly encouraged.
- High-efficiency, weather-based irrigation systems should be used.
- Landscape design and placement of trees should be used to help provide summer shade on buildings, parking spaces, drives and paths.
- Stormwater Best Management Practices, such as rain gardens, bioswales and rainwater harvesting, should be incorporated into the landscape to maximize on-site infiltration of stormwater, to the extent possible.

IV. Site Furnishings

- Site furnishings should be high quality, durable and vandalism resistant, and contemporary in design and compatible with the overall building and landscape design.

V. Landscape Irrigation

All landscaped areas will be permanently irrigated using an automatic underground irrigation system or bubbler low flow systems to meet Model Water Efficient Landscape Ordinance (MWELo) and Maximum Allowed Water Allowance (MAWA) requirements.

10. STREET LANDSCAPE

The Project also includes a generous street landscape planting design within and along the public and private street frontages. This consists of a continuous tree and shrub planting from the back of sidewalk. The streetscape planting will consist of low to medium shrubs, perennials and grasses and tree plantings that will soften views of the parking lots and will also help to reduce the massing and scale of the building fronting the streets.

The plant list for the Project has been developed to complement the theme for the Project while also responding to the landscape requirements for industrial development. The landscape has been designed to include some seasonal change in both the tree and shrub planting palette and includes both deciduous and evergreen plants to create a visually interesting appearance on a year-round basis. The following guidelines should be considered in the landscape design process:



Streetscape Example

- Use a consistent street tree theme for Main Street, Bridgehead Road, Big Break Road, and “D” Street.
- Incorporate formal, structured landscape planting along the streetscape and create a more pedestrian-scale, relaxed appearance to the interior of the Project.
- Provide large groupings of shrub massings and understory planting to create a more visually interesting and cohesive landscape.
- Include drought tolerate species to provide for water conservation and reduce irrigation needs.
- Turf is not allowed as part of the landscape design.
- Interior lighting design should avoid conflicts with tree planting and should be located to provide proper illumination for safety purposes.
- Irrigation design should incorporate water efficient equipment and hydro zoning of similar water use plantings to conserve water.



Space Trees to Accomodate Street Lighting



Typical Single-Head Parking Lot Lighting

11. LIGHTING

The lighting for the Project will consist of an LED light fixture mounted on a 30-foot pole with a concrete base consistent with typical industrial development. A matching building mounted fixture will also be used within the truck courts and around the building to provide the necessary illumination for the site and improve overall security and safety for employees.

12. FENCING

Fencing for the project will consist of an open view black vinyl chain link fencing and gates where needed to provide security for the buildings and truck courts. The chain link fencing and gates will be 8 feet in height and will be installed flush with finish grade. Barbed and razor wire are not allowed without prior approval by Planning Director.



Typical Black Vinyl Chain Link Fencing

13. DEVELOPMENT STANDARDS

The following presents the development standards for the project which sets forth the building heights, building setbacks, parking setbacks, required parking ratio, and building FAR, see Table 4.

14. OFF-STREET PARKING

The off-street parking requirements as outlined in Table 4 shall apply to Bridgehead Industrial PUD. Land uses not identified in the table will default to the City Oakley Zoning Ordinance for parking requirements.

Development Standards

	PUD (P-1)
Building Coverage & Height	
Maximum Floor Area Ratio (FAR)	67%
Maximum Site Coverage	50%
Minimum Landscape Area of Individual Parcel	10%
Minimum Lot Area (square feet)	7,500
Lot Width	N/A
Lot Depth	N/A
Building Height	60'
Maximum Freestanding Light Pole Height	30'
Building & Parking Setbacks	
Front Setbacks	
Building	10'
Parking	10'
Side Yard Setbacks	
Building & Parking Street Frontage	10'
Building & Parking Non Street Frontage	10'
Building to Parking	5'
Parking to Interior Property Line	0'
Rear Yard Setbacks	
Building	0'
Parking/Landscape	10'
Parking Requirements	
Office Uses	1:250 sf
Warehouse Uses	1:2,500 sf

Table 4, Development Standards

15. SIGNAGE

Signage for the Project will build upon the character and design intent established by the building architecture. The signage design standards contained in this PUD have been developed to create project branding, a sense of entry to the project, and identify individual building tenants, see Figure 18. Monument signage at the vehicle driveway entries provides individual building signage to tenants and assist with wayfinding and on-site circulation. Signage for the Project will consist of four types:

- Project entry signage
- Monument signage
- On-site directional and wayfinding signage
- Building mounted and address signage

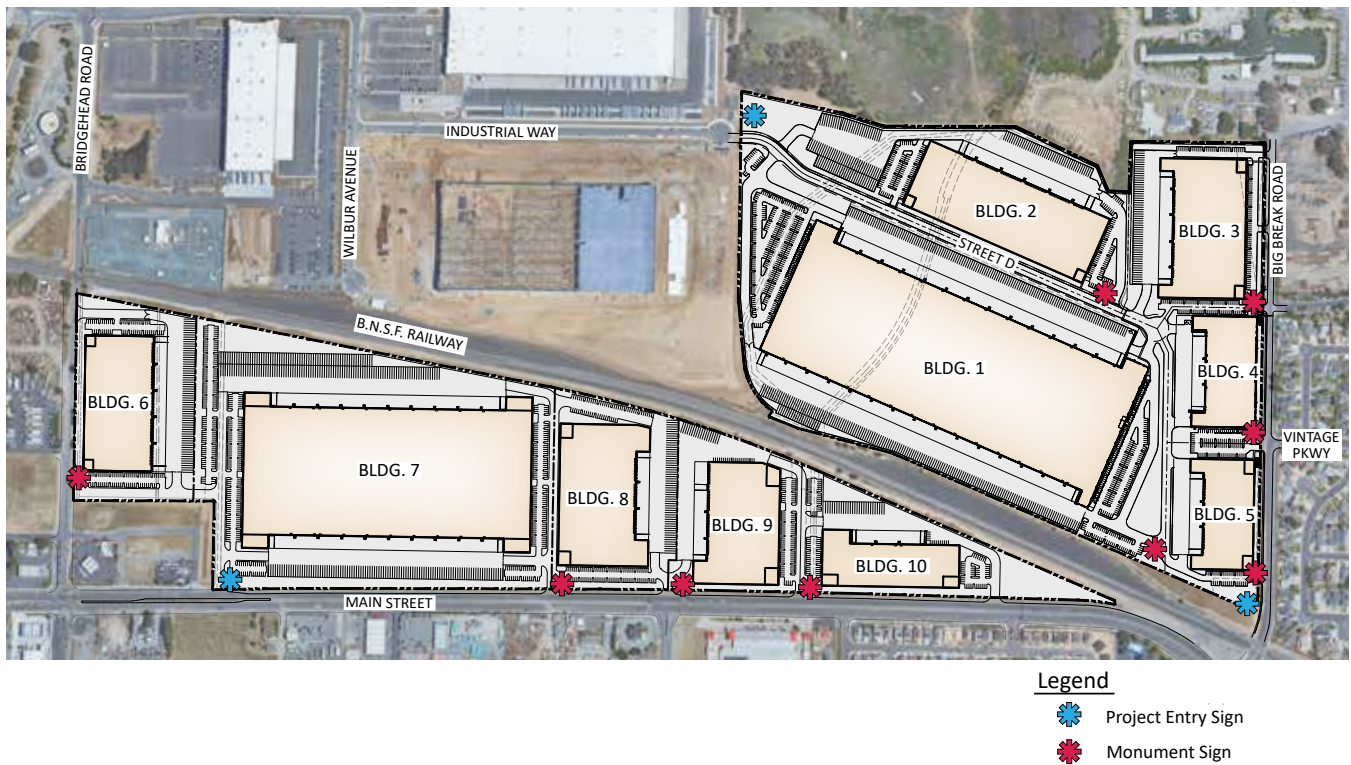


Figure 18, Conceptual Signage Location Plan

A. PROJECT ENTRY SIGNAGE

Project entry signage inspired by the Antioch Bridge will delineate the main project boundary from Main Street and Big Break Road, see Figure 19. The entry signage corners will feature a more horizontal appearance with a 11' high vertical element located adjacent to the street right of way, a white aluminum composite metal panel (ACM) as the background and may include illuminated lettering and/or external illumination. The project entry signage will utilize similar materials and colors as the building architecture design.

The signage will be highlighted with landscaping consisting of colored accent planting with varying textures and heights to create a visual layering appearance. A backdrop of trees will anchor the signage and provide another layer of color and texture. A majority of the plant palette will be evergreen species to provide a year-round landscape appearance for the signage feature.

Project Entry Signage Standards

- Height: 11'
- Wall length: 21'
- Signage area: 90 sf single sign face only
- Number of signs: 3 as noted, see Figure 18 .
- No tenant information allowed.
- Monument signs shall not obstruct vehicular sight lines, as set forth in the Oakley Standard Plan Detail X-04.

Note: Signage area consists of the area depicted as the white background only and does not include the surrounding sign design elements.

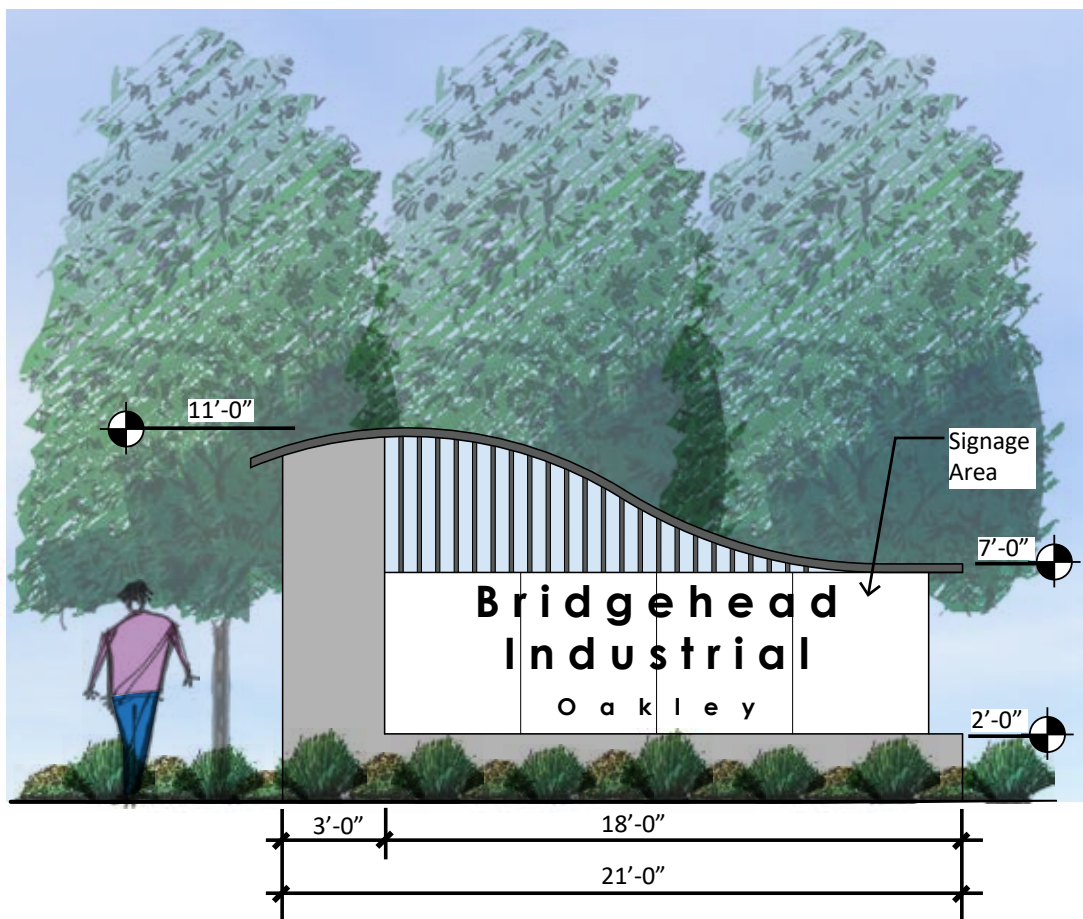


Figure 19, Project Entry Signage

B. MONUMENT SIGNAGE

Monument signage will signify entries to individual buildings from Main Street, Bridgehead Road, Big Break Road, and Road "D". Monument signs will assist with wayfinding and will denote the vehicle entry points to individual businesses. The signage will consist of a 7' high vertical element located perpendicular towards the building, a white aluminum composite panel (ACM) as the background, and a vertical wall which will include the street address. The monument signage will utilize similar materials and colors as in the project entry signage, see Figure 20. Monument signage placement shall not obstruct vehicular sight line triangle, as set forth in the City of Oakley Standard Plan X-04.

Monument signage will be enhanced with accent planting including columnar trees as a backdrop and low accent color accent evergreen and ornamental grasses in the foreground.

Monument Signage Standards

- Height: 7'
- Wall length: 11'
- Signage area: 24 sf for each sign face, signage is double sided.
- Number of signs: 9 as depicted and conceptual located, see Figure 18.
- Monument signs shall not obstruct vehicular sight lines, as set forth in the Oakley Standard Plan Detail X-04.
- Single building tenants will be allowed to use the entire monument signage area.
- Multi-tenant building's signage shall be divided by the total number of businesses in the building.
- Logo elements are allowed on signage panels when the height of the signage panel is 1'-6" or greater only.

Note: Signage area consists of the area depicted as the white background only and does not include the surrounding sign design elements.

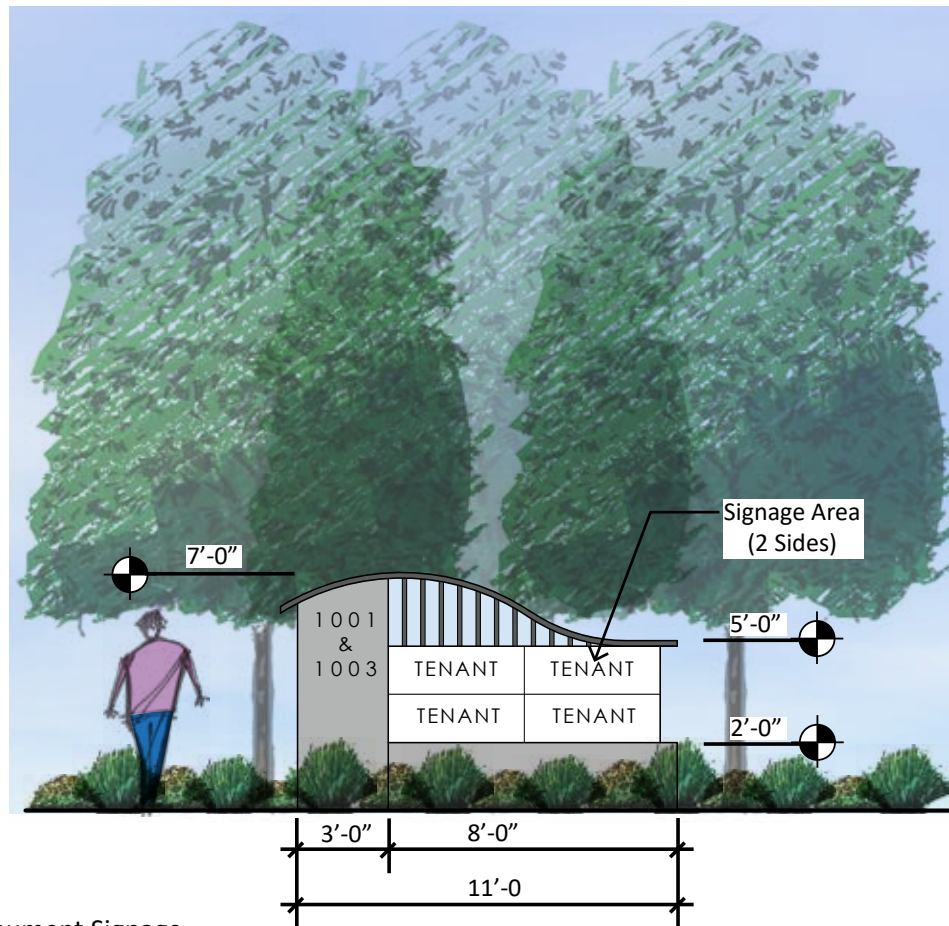


Figure 20, Monument Signage

C. WAYFINDING/DIRECTIONAL SIGNAGE

Wayfinding/directional signs will assist visitors with on-site wayfinding, denote the location of business entries, assist with on-site truck and vehicle circulation, and are to be located throughout the project, see Figure 21.

Wayfinding/Directional Signage Standards

- Height: 6'
- Length: 3'
- Signage area: 9 sf for each sign face
- Signs may be single or double faced depending on the sign's location.
- Directional signs will be located at a minimum of 10 feet from the public right of way or property line within the landscape planting areas or hardscape areas.
- Directional signs will generally be located at interior driveways and intersections to assist customers with wayfinding to each business within the Project.

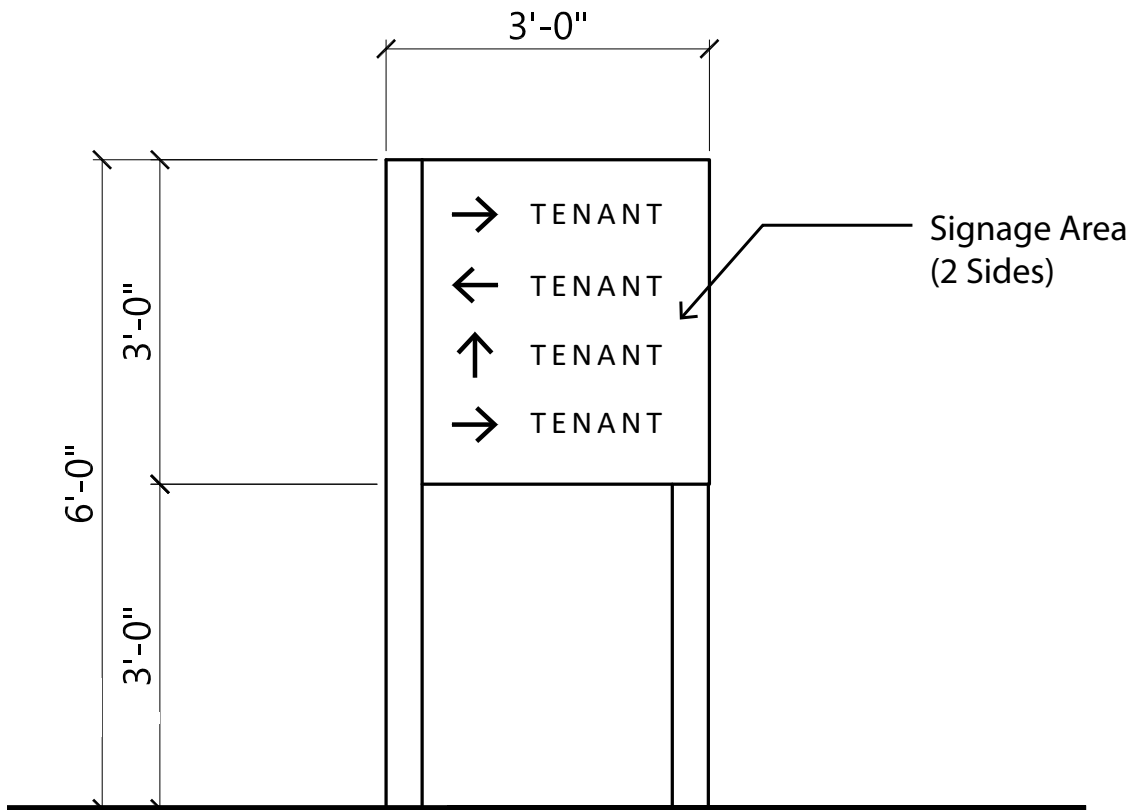


Figure 21, Directional Signage

D. BUILDING SIGNAGE

Building signage will be designed and permitted in accordance with the requirements of the Oakley Municipal Code, see Figures 22 and 23.

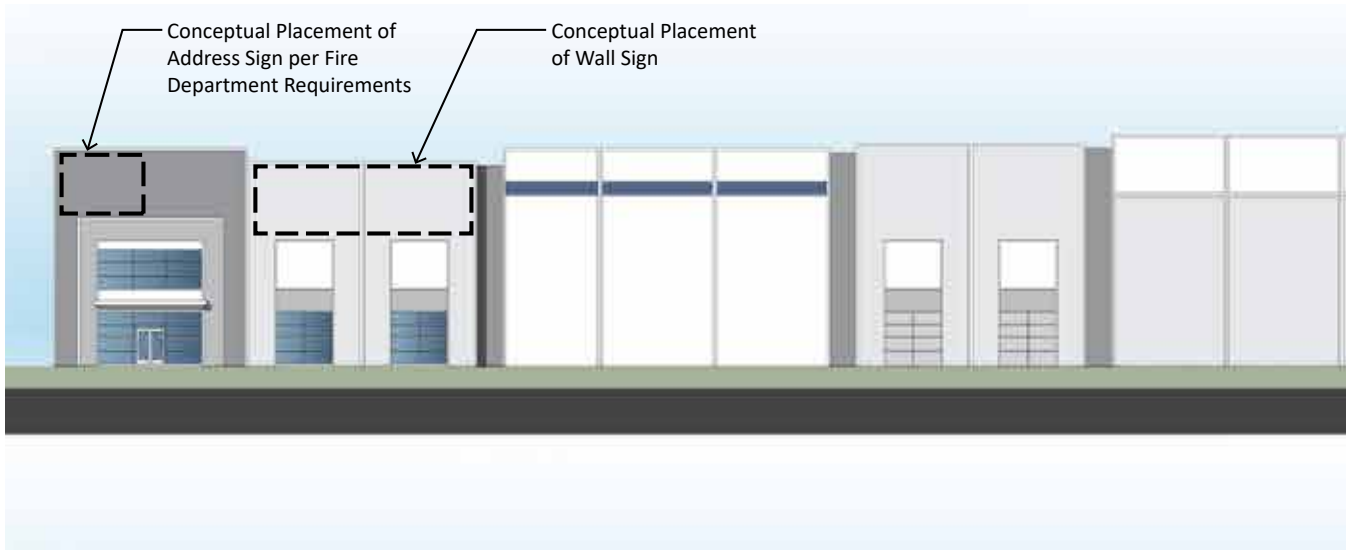


Figure 22, Building Tenant Wall Signage

Source: HPA

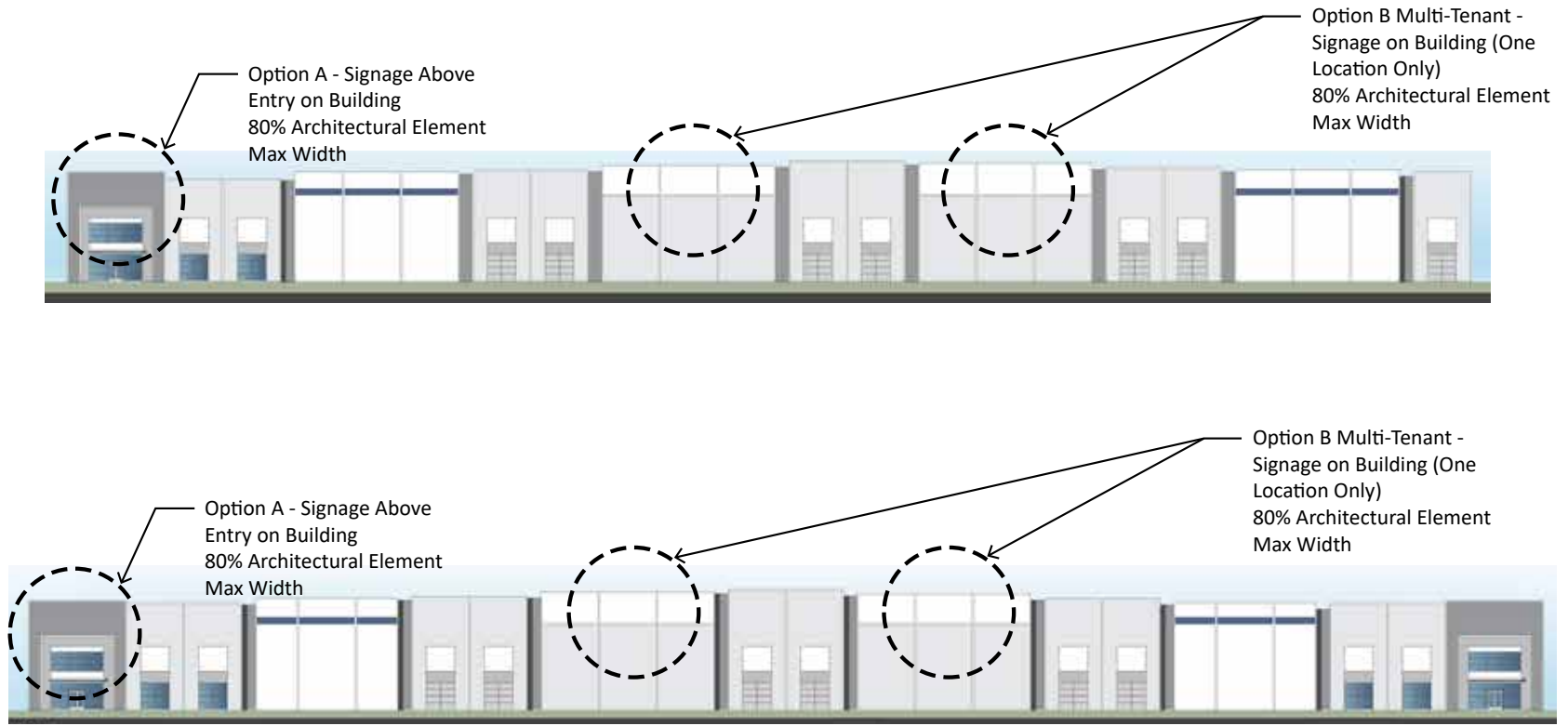


Figure 23, Building Wall Signage Locations

Source: HPA

16. TRAFFIC CIRCULATION

The main access to the project will be from Highway 160 at both the Main Street and Wilbur Avenue on and off-ramps. Access to the North Development Area will be from Big Break Road and D Street. The South Development Area will have access from Main Street and Bridgehead Road, see Figure 24. Below is a description of the vehicle access routes and a description of the proposed street improvements for development, see Figure 25.

North Development Area

The North Development Area will include access from both Big Break Road and D Street. Access from Big Break Road will be limited to autos and small delivery vans and box trucks only. Large trucks (i.e. trucks with 53' trailer) would only access the North Development Area from Wilbur Avenue through the Contra Costa Logistics development on Industrial Way and "D" street. Driveway entries from D Street will provide access to the warehouse buildings and parking areas.

South Development Area

The South Development Area will allow both vehicle and large trucks (i.e. trucks with 53' trailers) access from both Main Street and Bridgehead Road at driveway entries to access warehouse development.

D Street

D Street will provide internal circulation to the project and will extend from Contra Costa Logistics to provide vehicle and truck access to the northern development area buildings 1 through 5. The private street (continuation of D Street) will include two travel lanes and a center dual turning lane with a width of 40 feet curb to curb, see Figure 26.

Big Break Road

The eastern boundary of the Project south of Vintage Parkway will be improved to include adding curb and gutter, a 6-foot sidewalk, and 12' landscaping, see Figures 27 and 28. North of Vintage Parkway will be improved to include 18-feet to accommodate Class 1 Big Break Regional Trail. In addition, Big Break Road right of way will be increased by one foot (1') to provide for 68' of right of way. Only autos, delivery vans, and small box truck access will be allowed. Signage will be posted to restrict large trucks from Main Street.

Main Street

The eastern portion of Main Street will maintain the existing 4-lane configuration with a striped middle lane for right/left turning movements. Main Street in the future will become a 6-lane roadway, with 8' bike lane on both sides and future 16' median, resulting in an ultimate condition 152' ROW. The project is proposing to develop the half-street section, provide 76' from centerline to the ultimate Right of Way. This results in a dedication of 18' for the City, along Main Street.

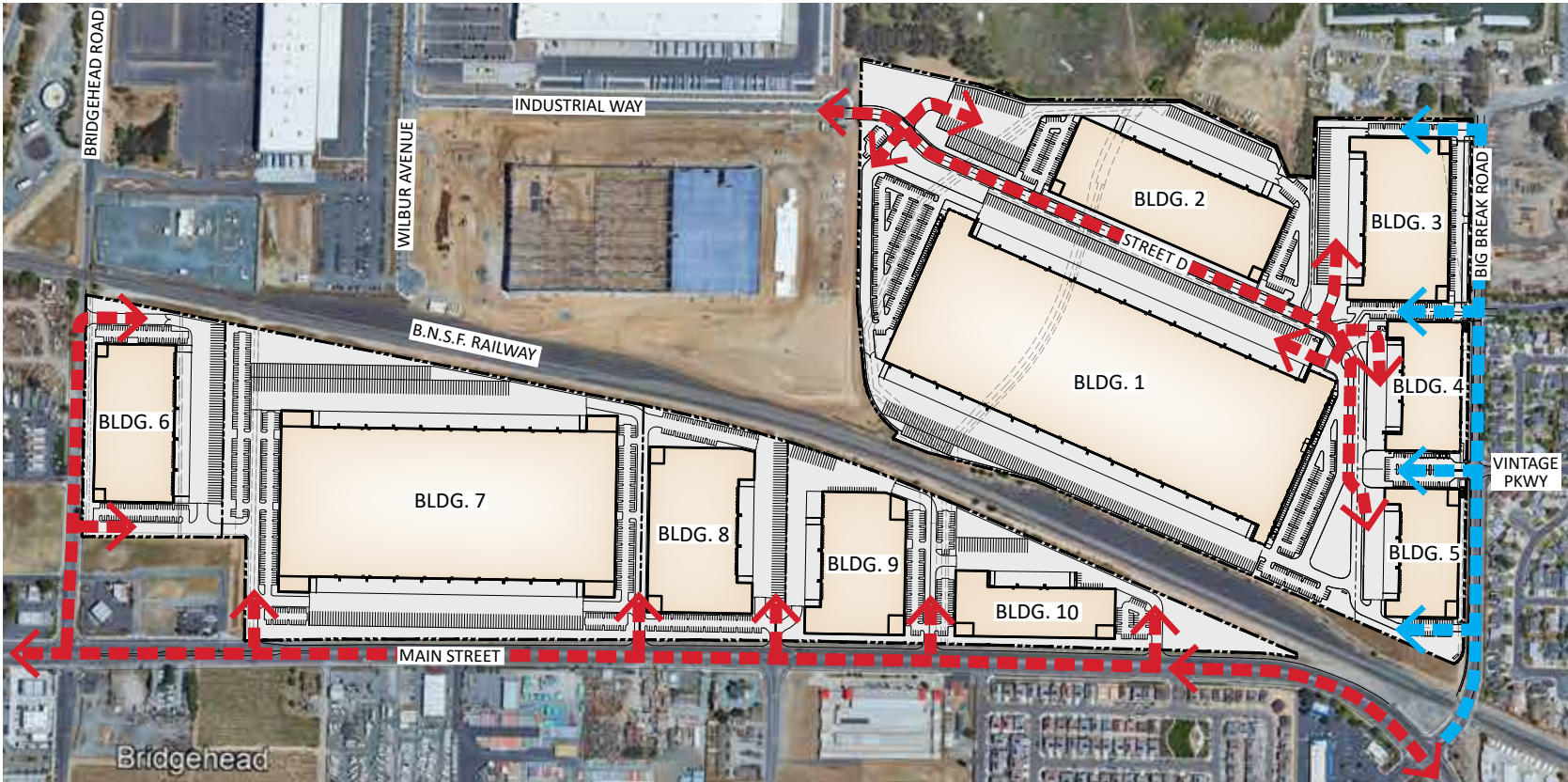
The proposed development on main street includes: res-striping for 16' median, one (1) 14' travel, two (2) 12' travel lane, one (1) 8' bikeway, curb, gutter, 8' bio retention basin to treat half the roadway, a 6' sidewalk detached sidewalk, and 8' landscape strip. See Figures 29 and 30. There is no provision for a PUE or other easements outside the proposed right of way. Both autos and large trucks will be allowed to access the South Development Area from Main Street.

Bridgehead Road

Bridgehead Road will maintain the existing 2-lane configuration along the project frontage. A 16' gravel shoulder, a 6' sidewalk and approximately 40' of landscape will be improved along the eastern side of the street, see Figure 31. Two easements exist on eastern street frontage which may limit the planting of trees within the proposed landscape area.

Private Internal Circulation

Internal circulation to the project will extend from the various public streets as described above and will provide vehicle and truck access to the various warehouse buildings. Private internal circulation and associated cross access easements will include two travel lanes with a width of 40 feet curb to curb, where trucks will be circulating.



Legend

- Large Truck/Vehicle Circulation
- Vehicle Only Circulation (Excluding Large Trucks)

Figure 24, Traffic Circulation Plan

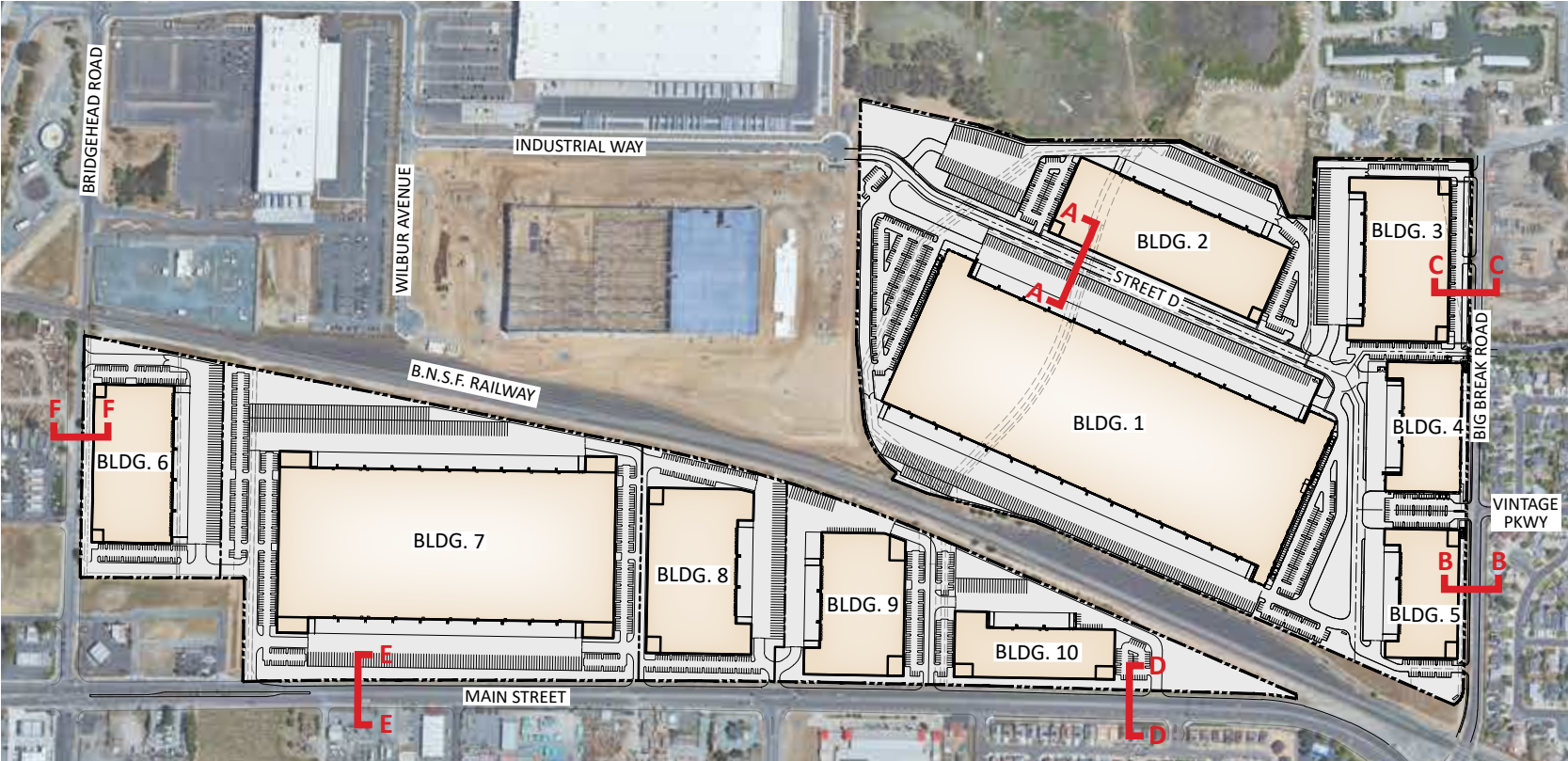


Figure 25, Street Section Locations

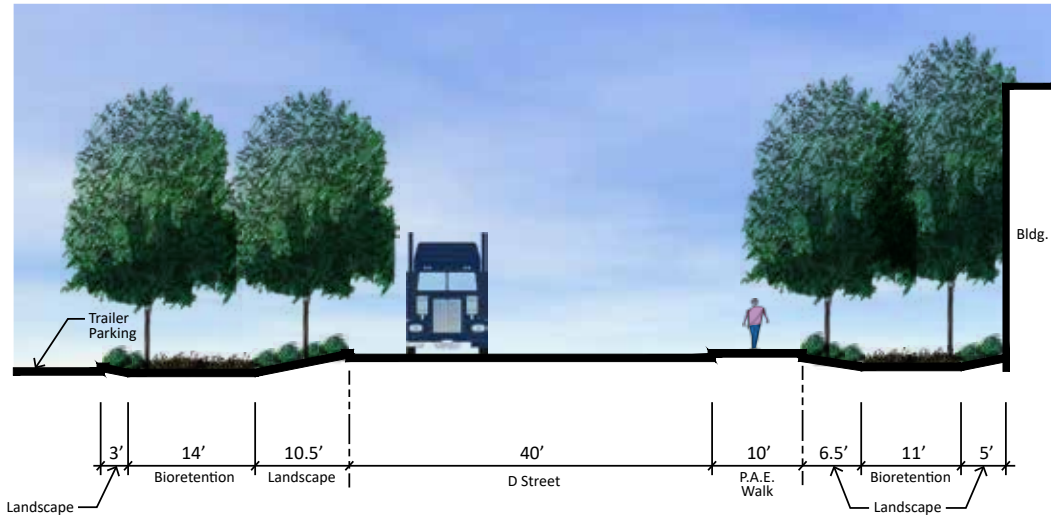


Figure 26, Section A-A Street D

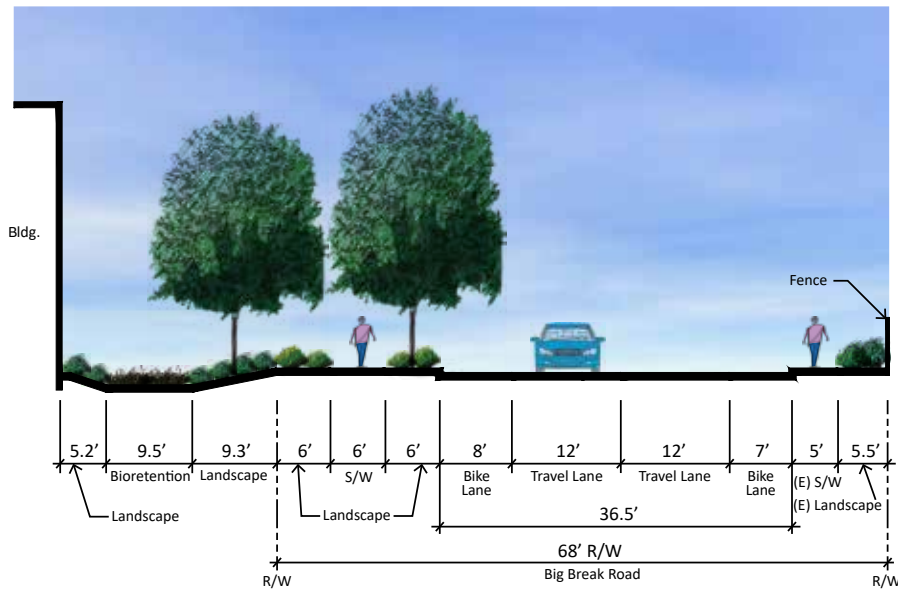


Figure 27, Section B-B Big Break Road

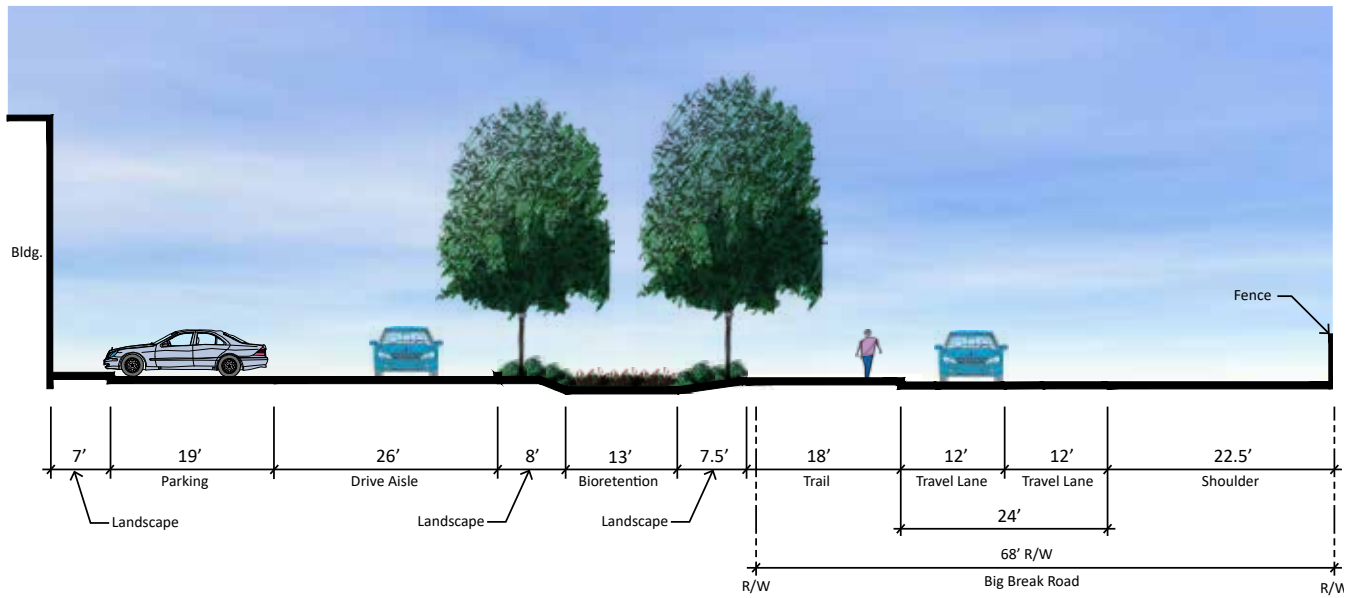


Figure 28, Section C-C Big Break Road

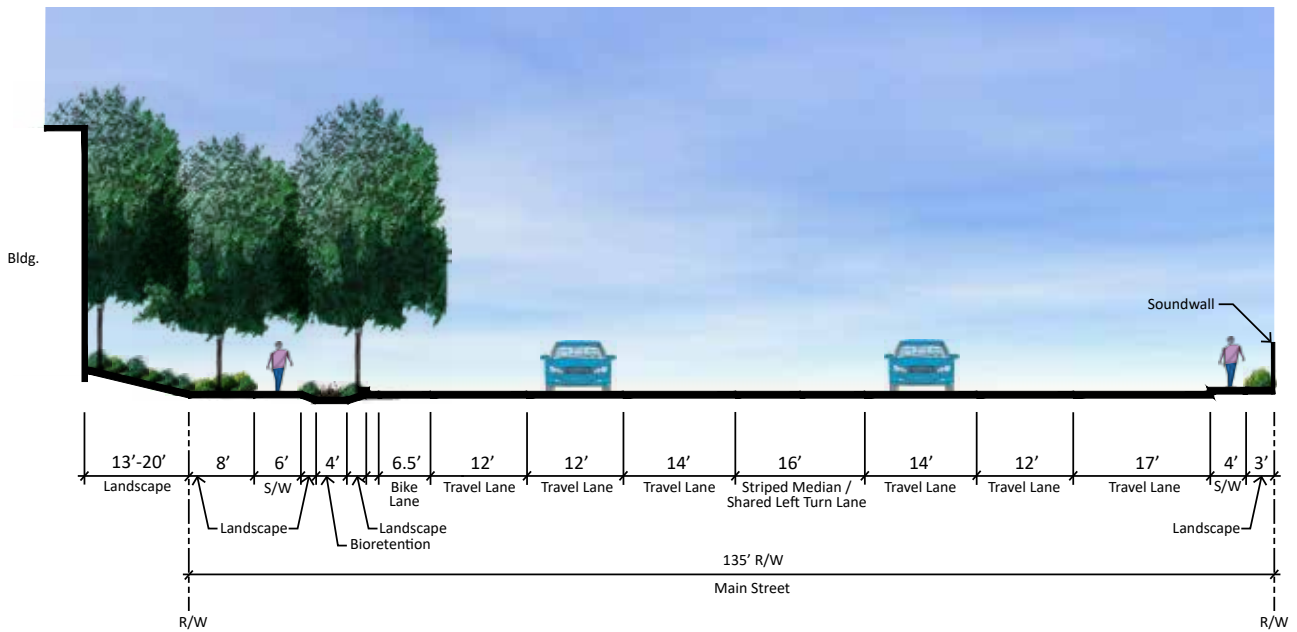


Figure 29, Section D-D Main Street

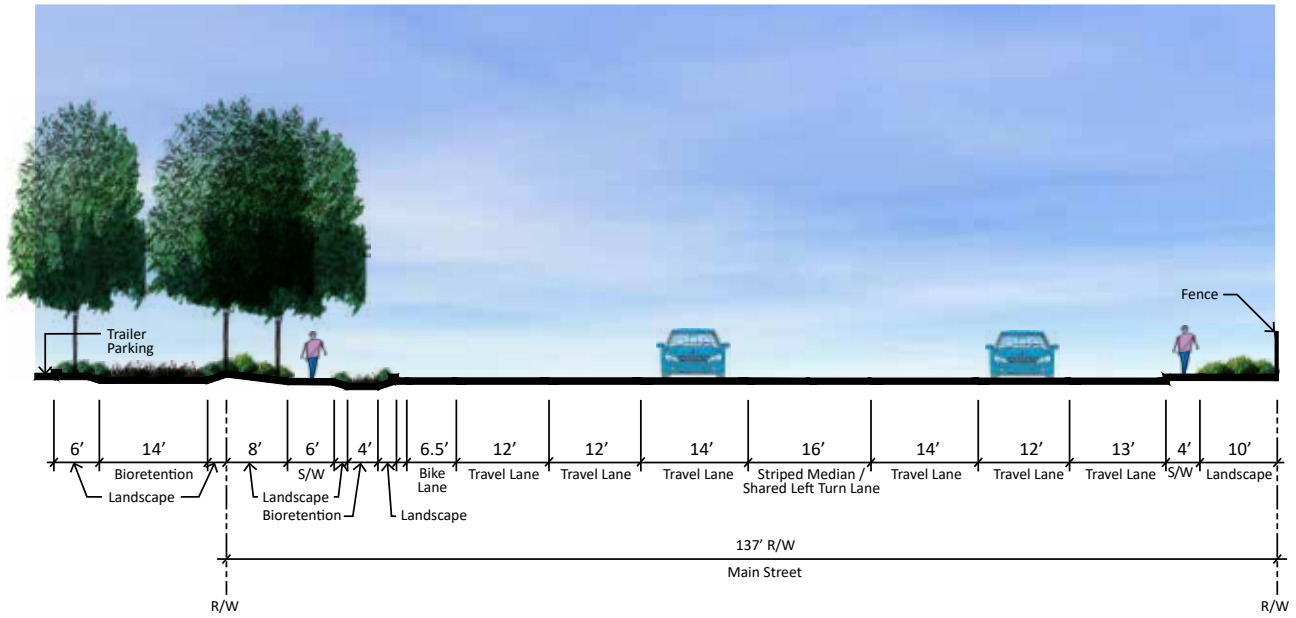


Figure 30, Section E-E Main Street

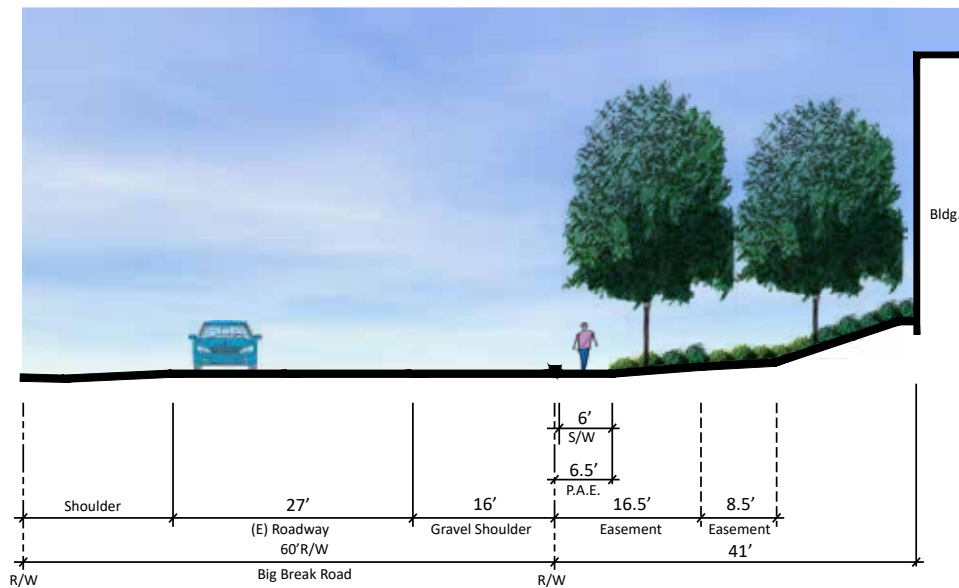


Figure 31, Section F-F Bridgehead Road

17. PEDESTRIAN CIRCULATION

The project will include a pedestrian network of separated sidewalks along Main Street, Bridgehead Road, Big Break Road, and D Street, see Figure 31. Pedestrian pathways from each building will connect with the street sidewalks and will provide connectivity with the adjacent buildings, commercial retail south of Main Street, and residential neighborhoods to the south and east, as well as the Contra Costa Logistics project to the west.

The northern edge of the project abutting the open space will include a multi-use trail that will connect to the trail improved as part of the Contra Costa Logistics Center to the west and extend along the northern property line, see Figure 32. The regional trail will connect to the existing Big Bend Regional trail located just north of the existing residential area to the east of the project.

18. PUBLIC TRANSPORTATION

Tri Delta Transit provides transit services within Oakley, Antioch, Pittsburg, and Brentwood. The main bus routes utilize the Main Street corridor and provide bus services to the site and within the City and also connect with the Antioch BART station. Two bus stops are located along the Main Street project frontage, one on the north side near Big Break Road, and a second on the south side of Main Street near Bridgehead Road.

19. UTILITIES

The proposed Project would connect to existing City infrastructure to provide water, sewer, and storm drainage utilities.

The Project would be served by the following existing utility service providers:

1. Water: Diablo Water District (DWD)
2. Wastewater collection and treatment: Ironhouse Sanitary District (ISD)
3. Stormwater collection: City of Oakley
4. Gas and electricity: Pacific Gas and Electric Company (PG & E)

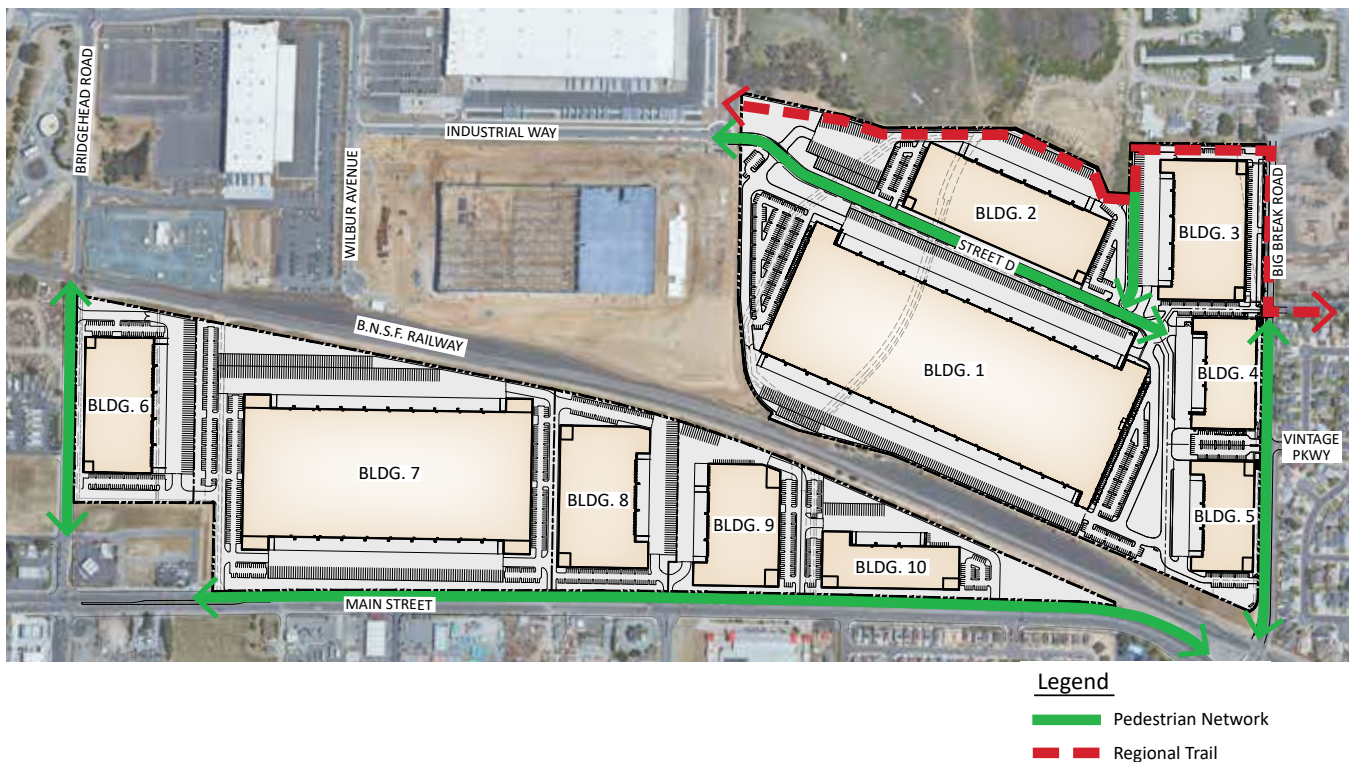


Figure 32, Pedestrian Plan

Water**North Development Area**

The Diablo Water District (DWD) provides potable water, fire service and irrigation services to the project area. The Diablo Water District has an existing 12" water main along Big Break Road. Additionally, the B.N.S.F Railway property to the south includes a 24" water main.

DWD will require separate connections for fire, domestic water, and irrigation. A new water meter and boxes should be anticipated for each building. As such, there are five (5) proposed buildings on-site, there will be five (5) meters and associated backflow preventers (BFP). The on-site fire service will be a multiple loop, private fire system. The on-site fire service line is expected to be 12", with three (3) distinct connections to Big Break Road, each connection with a 12" double detector check. Additionally, three (3) irrigation connections and meters with back flow preventers are expected to serve the site. A storage tank is not expected for the North Development Area, however fire pumps for each building may be required, see Figure 33

South Development Area

The DWD has water service running adjacent to the south and west side of the project site within Main Street and Bridgehead Road. Bridgehead Road includes a 12" water main. Main Street includes a 10" water main, it should be meet the project demands, however, there is a possibility that a 12" new main may be required as part of the development, while it shown on the plans, Diablo Water district noted, that during the permit set further studies will be reviewed to assess if this main is necessary.

Similar to the North Development Area, DWD will require separate connections for fire, domestic water, and irrigation. New water services and meters should be anticipated for each building. As such, there are five (5) proposed buildings on-site, there will be five (5) meters and BFPs, with four (4) of the connections branching off the water line in Main Street, and one (1) service line branching off the water line in Bridgehead. The on-site fire service will be a separate, private loop system. The on-site fire service is expected to be 12" water main. The site will also require irrigation meters subject to the same constraints as the North Development Area, see Figure 33.

Sewer**North Development Area**

The sanitary sewer service provider for the project site is Ironhouse Sanitary District (ISD). There is an existing 10" sanitary sewer line located along Vintage Parkway. The site would connect into this sanitary sewer main at an existing manhole within the intersection of Vintage Parkway and Almaden Circle, streets that connect to Big Break Road, see Figure 34.

The project will release sewer flows to the collection system in Big Break Road on the east side of the project. The two (2) buildings in the southeast corner of the project can flow by gravity into the existing sewer system. The other three (3) buildings will require pumps, a separate one for each building. Wastewater generation for the North Development Area alone would most likely not require upgrades to the existing Bridgehead lift station. The combined (North Development Area and South Development Area) wastewater generation analysis would most likely impact the existing sewer lift station and modifications will be necessary to increase capacity to manage the flows from the project site. Another consideration for the sanitary sewer in the North Development Area is if the sewer collection system on site is located within contaminated soils, the design will require special protections for the pipes and more analysis.

South Development Area

The sanitary sewer service provider for the project site is Ironhouse Sanitary District (ISD). There is an existing 18" sewer main along Main Street. As the 18" sewer main approaches the intersection of Neroly Road and Bridgehead Road, the existing gravity line turns into a force main. A portion of the sewer along Bridgehead Road fronting the South Development Area turn into gravity will require a force main to pump the affluent to the Lauritzen Lane lift station. It's envisioned that the South Development Area sewer will be similar to the North Development Area, where each of the five (5) buildings will have a separate sewer connection to the public system. It is likely that the South Development Area will require four (4) sewer pumps for four (4) of the buildings, and one (1) gravity sewer lateral. However, further studies will be required.

Storm Drainage**North Development Area**

Municipal storm utility to the project site is operated and maintained by Contra Costa County. The property does not include any existing on-site basins or treatment. There is an existing 54" storm main south of the property connecting to an existing 84" storm drain, which bisects the North Development Area going north-south on the property. The existing 84" storm drain connects near the railroad and outfalls just outside the property boundary to the north near the marina. There is an existing 35' drainage easement centered in the middle of the existing pipe, and an overlapping 45' temporary construction easement. The project site plan will require re-routing the existing 84" storm drain and easement around the proposed buildings. The site will meet the City requirements for stormwater quality treatment by providing a series of above ground bio-filtration basins. The outfalls outside the project limits will be protected in place, see Figure 35.

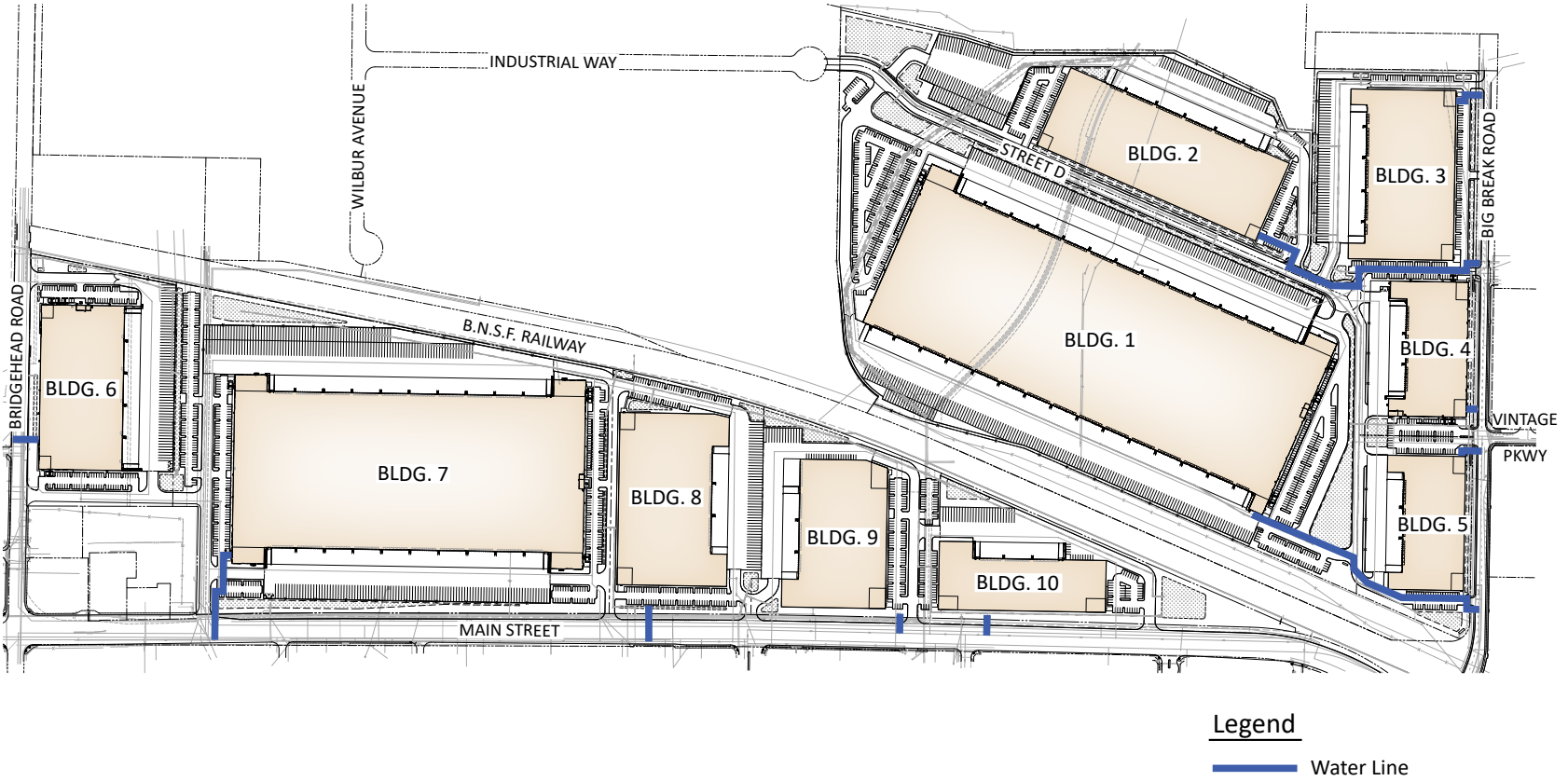


Figure 33, Conceptual Water Facilities

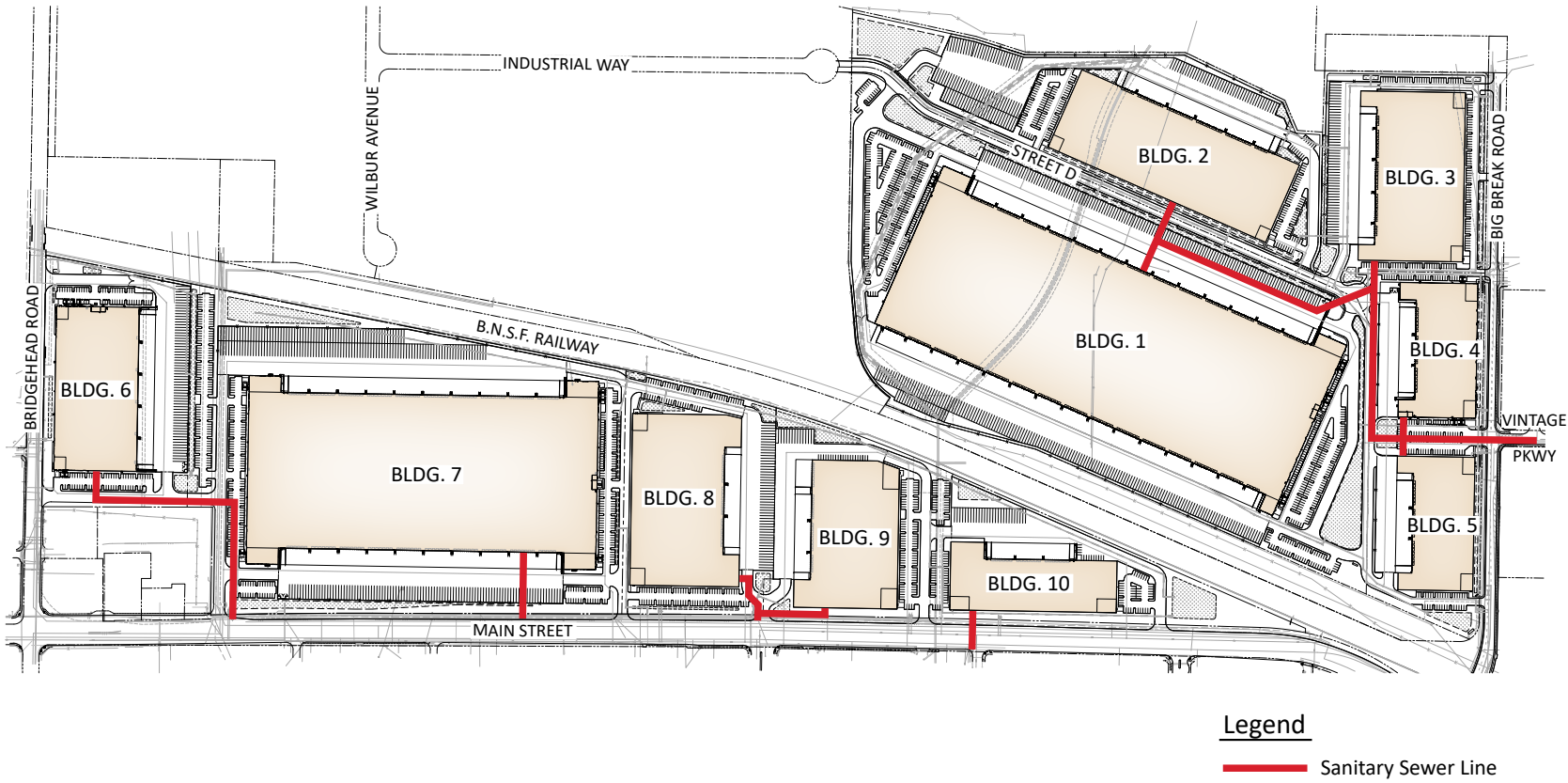


Figure 34, Conceptual Sewer Facilities

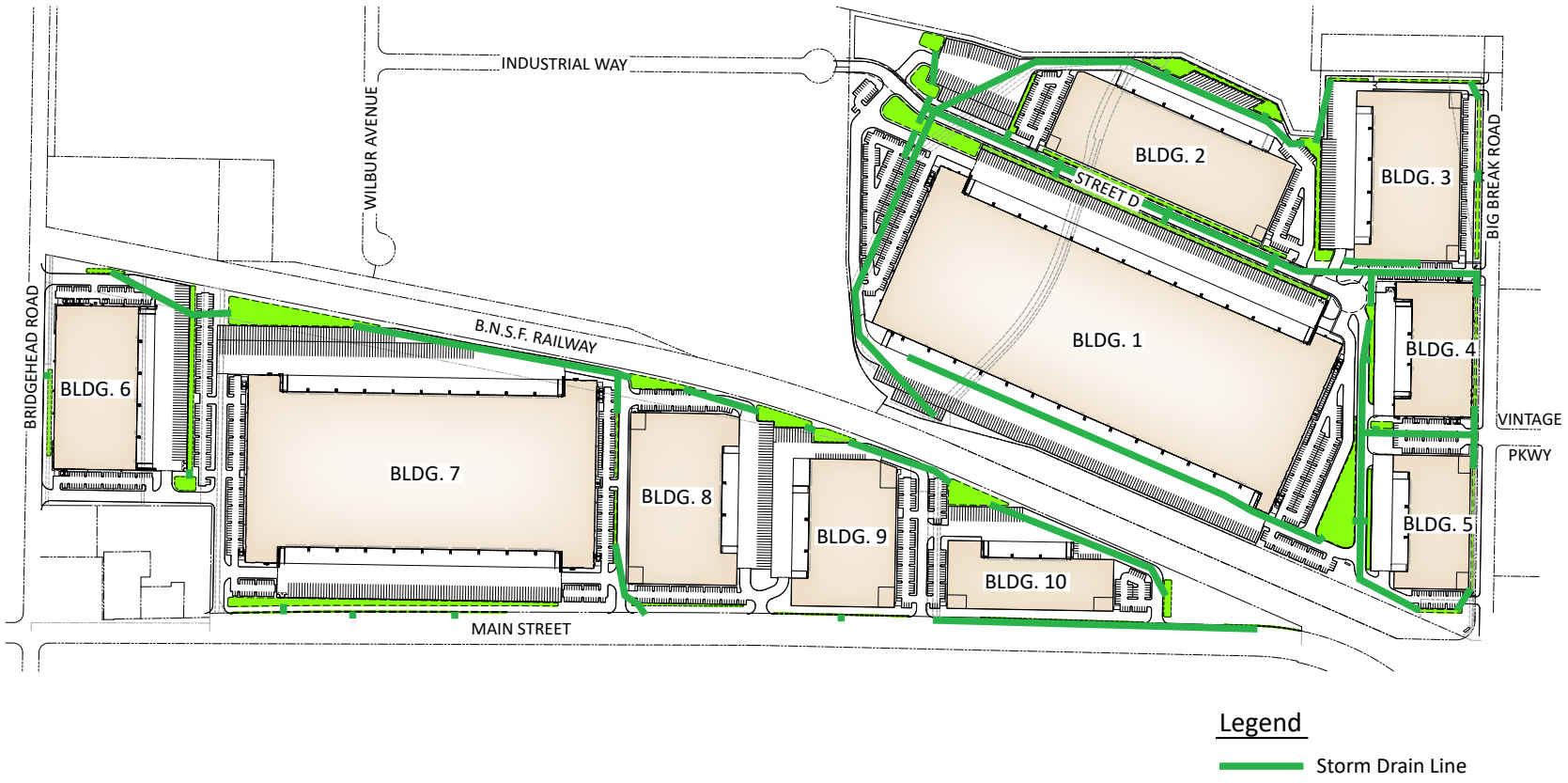


Figure 35, Conceptual Storm Drain Facilities

South Development Area

Municipal storm utility to the project site is operated and maintained by Contra Costa County. There is an existing 54" storm main that crosses the South Development Area from Main Street and continuing north through B.N.S.F Railway right-of-way. Before the 54" main crosses under the railroad tracks, the line becomes a 72" and continues routing north. There is an existing 15' easement for the existing pipe and 45' temporary construction easement. The existing 54" may be relocated or remain in place, it is unknown at this stage of design, see Figure 35. The site will be designed to meet the City requirements for stormwater quality treatment by providing a series of above ground bio-filtration basins. The outfall that is outside the project limits will be protected in place. In addition, the project will not include any hard connections to the existing 12" SD stub from Bridgehead road, and a portion of building 6 run-off will be pumped across the existing gas easements, to ensure limited disturbance to the existing utilities. The final pump design, or possible elimination (once potholing is completed) will be considered. However, the intent for the drainage will remain unchanged.

20. PUD ADMINISTRATION

During the project build out process, amendments may be necessary to respond to changing circumstances, including building footprint size, number of buildings, revisions to the design guidelines, and revisions to the development standards, or to allow for uses or conditional uses not contemplated at the time of adoption. An amendment to the PUD will be typically at the request of the property owners.

This PUD provides the principal framework for the orderly development of the Project Area. This PUD adopted by the City serves as the zoning for all properties within the Project Area. The City of Oakley will administer the PUD and related documents consistent with the provisions of the City of Oakley Municipal Code Title 9- Zoning Code Chapter 9.1.1612 which establishes the authorities and composition of the Planning Agency except as modified herein.

PUD Amendment Process

The PUD allows for flexibility to respond to both the current and future real estate market and development standards. During project build out amendments to the adopted PUD may be necessary to respond to changing circumstances, including building footprint size, revisions to the design guidelines, and revisions to the development standards, or to allow for uses or conditional uses not contemplated at the time of adoption. An amendment to the PUD will be typically at the request of the property owners.

PUD Amendments

Based on the criteria outlined herein, the Community Development Director ("Director") shall make the determination whether the revision is either a Major Amendment requiring City Council approval and adoption (following the recommendation by the Planning Commission), or an Administrative Amendment modification subject to the review and approval of the Director. Applicants may appeal the determination and actions of the Director to the City Council.

Administrative Amendment

The purpose of the Administrative Amendment is to facilitate the efficient processing necessary to develop the project that is consistent and meets the intent set forth in this Specific Plan. If the Director determines that the modifications meet the criteria for an Administrative Amendment, the applicant shall submit application materials which contain the necessary information as determined by the City to assist in making the findings required to support approval of the amendment. An Administrative Amendment shall be processed if determined by the Director to be in substantial conformance with the following:

1. The overall intent of the PUD
2. The City of Oakley General Plan
3. The PUD's Environmental Impact Report (EIR)

An amendment shall be considered in substantial conformance with intent of the PUD, City's General Plan, and the PUD's EIR, and therefore shall be processed as an Administrative Amendment, if the amendment proposes uses permitted in the PUD at an equal to or lesser square footage than contemplated in the PUD and PUD's EIR. Specific examples of Administrative Amendments include, but are not limited to:

- a. The addition of new or updated information that does not substantively change the PUD or the finding of the EIR.
- b. Adjustments to land use boundaries and street alignments that maintain the general land use and circulation pattern.
- c. Variation in permitted use types and development standards if such variations do not substantively change the character of the PUD, does not increase demand for water, sewer or other resources, or increase traffic generated by the development above that evaluated in the EIR, or are otherwise consistent with the current applicable City standards.
- d. Changes to infrastructure and facilities that do not affect the level of service provided or affect to increase the level of development capacity.
- e. Changes to, phasing boundaries or sequencing that do not affect infrastructure sizing, financing districts or the provision of adequate services to associated development.

- f. Changes to the number or size of the proposed industrial buildings, provided the overall total square footage, maximum FAR and site coverage assumed in the PUD and EIR are not exceeded, and no new or increased significant impacts on the environment would result from any resulting changes to onsite circulation.
- g. Changes to the layout or orientation of the proposed industrial buildings, including changes to the number of dock doors, provided the overall total square footage, maximum FAR and site coverage assumed in the PUD and EIR are not exceeded, and no new or increased significant impacts on the environment would result from any resulting changes to onsite circulation.

Major Amendment

If a proposed amendment does not meet the criteria of an Administrative Amendment, a PUD Major Amendment shall be required. A Major Amendment is required when one of the following criteria is met:

1. Increase in building square footage above what is approved in the PUD, or evaluated in the EIR, unless the Director determines that the increase is small enough such that it does not result in new or increased significant impacts on the environment, in which case an Administrative Amendment shall be processed.
2. Any change proposed to the Plan would result in new or increased significant environmental impacts or would cause other significant development impacts not studied in the EIR.
- 3.

A PUD Major Amendment shall be processed and reviewed in the same manner as the initial adoption and will require both Planning Commission and City Council approvals.

Modifications to Design Standards

Modifications to the design standards in Section 13 of the PUD may be necessary to respond to unique site characteristics and/or changes in development because of market conditions. Modifications to these development standards will be reviewed by the City of Oakley Community Development Director and a determination will be made as to whether the modification is major or minor. Major modifications to these standards will require Planning Commission and/or City Council review through a PUD amendment per the City Zoning Ordinance requirements. If a modification is determined to be minor and complies with the intent of the standards, an administrative review and approval will be completed by City of Oakley Community Development Director. Unless otherwise established herein, all definitions and land use terms shall be as set forth in the Specific Plan.

Processing of Applications

Discretionary permitting steps must occur throughout the Project development, including the approval of Tentative and Final Subdivision Maps and/or Parcel Maps, Conditional Use Permits, Administrative Use Permits, Design Review (Development Plan), Sign Permits, and building permits and improvement plans required for development of individual buildings. Each of these applications will utilize the approved EIR certified with the PUD to ensure consistency with the findings and Mitigation and Monitoring Review Program (MMRP). Each of these application processes are discussed below.

Subdivisions

The Project will be further subdivided into individual parcels that will require the approval of tentative and final subdivision maps (or parcel maps). Approval of such maps shall be governed by the Subdivision Map Act and the City's Subdivision Ordinance and can be processed concurrently with other applications. All streets, sidewalks, landscape areas, public property infrastructure, and other improvements shown on the subdivision application shall comply with the guidelines of this PUD. No lot shall be created with size or dimensions rendering it incapable of meeting the land use, public utilities, or development standards of this PUD. In connection with a subdivision application, the applicant shall provide the City with all information required under the Subdivision Map Act and the City's Subdivision Ordinance and shall submit the applicable processing fee.

Design Review (Development Plan)

If an applicant seeks to amend any portion of the previously approved Design Review (Development Plan) application, the applicant shall apply for an amendment. The amendment shall contain all the information set forth in City application Development Plan requirements. The Community Development Director has the discretion to either process the application at an administrative level or refer the application to the Planning Commission if it is determined that the amendment proposes changes not studied in the original approval. If the Community Development Director decides to refer the application, a written report will be prepared for the Planning Commission, which will analyze the project and provide a staff recommendation.

Conditional Use Permit

If an applicant seeks to develop a conditionally permitted use as defined in the City of Oakley Zoning Ordinance, the applicant shall apply for a Conditional Use Permit (CUP) to the City containing the data and information set forth in the City’s application regulations. Consideration of the CUP application shall adhere to the review and approval procedures set forth in the. For projects which a discretionary permit is required pursuant to the City Zoning Ordinance, environmental review by the City pursuant to the California Environmental Quality Act (“CEQA”) will utilize the approved EIR to determine compliance. The Planning Commission must approve, conditionally approve, or deny applications for Conditional Use Permits based on consideration of the requirements of the City Zoning Ordinance. A CUP may be processed concurrently with any other necessary development application(s) for the land that is the subject of the requested CUP.

Project Approvals

The City will prepare conditions of approval for individual Design Review (Development Plan), Conditional Use Permits, and Subdivision Map applications. The conditions as approved for the PUD have been included in Appendix A of this document, and the approved EIR is located on the City of Oakley, Community Development website.

Signage

The Project entry, monument, and directional signage will be constructed per the information provided in this PUD. To the extent that this PUD provides for different or additional requirements and/or standards than the City, then the requirements in this PUD shall govern. All building and address signage shall be constructed in accordance with the requirements set forth in the City of Oakley Zoning Ordinance and is subject to Fire Department approval for address signage size and location.

ORDINANCE NO. 3-26

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF OAKLEY APPROVING A REZONE FROM BPL (BUSINESS PARK LOW) DISTRICT AND SP-2 (RIVER OAKS CROSSING SPECIFIC PLAN) DISTRICT TO P-1 (PLANNED UNIT DEVELOPMENT) DISTRICT FOR THE PROJECT KNOWN AS “BRIDGEHEAD INDUSTRIAL PROJECT (RZ 04-23)” (APNS 037-020-007, 037-040-007 and 037-040-015)

FINDINGS

WHEREAS, on December 13, 2023, Oxfoot Oakley LLC ("Applicant") filed an application requesting approval of:

1) a General Plan Amendment (GPA 02-23) to redesignate the General Plan Land Use Designation of the southern portion (approximately 76.4-acres) of the approximately 164-acre site from Commercial (CO) to Light Industrial (LI);

2) a Rezone (RZ 04-23) to re-classify the Zoning District for the entire project from BPL (Business Park Low) District (northern portion) and SP-2 (River Oaks Crossing Specific Plan) District (southern portion) to P-1 (Planned Unit Development) District in conjunction with a Preliminary Development Plan;

3) a Tentative Map (TM 10-23) to subdivide the three existing parcels totaling approximately 164 acres into 10 lots;

4) a Design Review (DR 11-23), including site design and building architecture for 10 buildings totaling approximately 3.12 million square feet;

5) a Master Sign Program (MSP 01-23) for sign designs and specifications for the entire site, including all future buildings and entrances; and

6) a Development Agreement (DA 2025-01) ("Project").

The northern and southern portions are bisected by the BNSF railroad tracks and known as the North Development Area and the South Development Area. The North Development Area is zoned BPL (Business Park Low) District and is bordered by the Oakley Logistics Center to the west, Big Break Road to the east, open space to the north, and the BNSF railroad tracks to the south (APN 037-020-007). The South Development Area is zoned SP-2 (River Oaks Crossing Specific Plan) District and is bordered by Bridgehead Road to the west, the BNSF railroad tracks to the east and north, and Main Street to the south (APNS 037-040-007 and 037-040-015); and

WHEREAS, the proposal complies with the requirements of the rezoning application requirements of Section 2.4.012 (a) of the Oakley Municipal Code; and

WHEREAS, on March 26, 2025, the project application was deemed complete per Government Code section 65920 et. seq; and

WHEREAS, on January 20, 2026, the Planning Commission held a duly noticed public hearing to consider the proposed Project for recommendation to the City Council, received the staff report and staff presentation, received comments from the public and interested parties, and deliberated on the Project. At the conclusion of its deliberations, the Planning Commission took a vote and adopted 1) Planning Commission Resolution No. 2-26 recommending the City Council adopt a resolution certifying the Bridgehead Industrial Project Environmental Impact Report (SCH. No. 2024050471), make certain findings concerning mitigation measures, adopt a mitigation monitoring and reporting program, make findings concerning alternatives, and adopt a statement of overriding considerations, and 2) Planning Commission Resolution No. 3-26 recommending City Council approve the project titled, "Bridgehead Industrial Project (GPA 02-23, RZ 04-23, TM 10-23, DR 11-23, MSP 01-23, DA 2025-01)," as conditioned; and

WHEREAS, on or before February 26, 2026, the Notice of Public Hearing for the Project was duly noticed in the Contra Costa Times, a newspaper of general distribution, was posted at the Project site, at Oakley City Hall located at 3231 Main Street, outside the gym at Delta Vista Middle School located at 4901 Frank Hengel Way, and outside the library at Freedom High School located at 1050 Neroly Road, was posted to the City's website, and was mailed out to all owners of property within a 500-foot radius of the project's boundaries, to parties requesting such notice, and to outside agencies; and

WHEREAS, on March 10, 2026, the City Council opened the public hearing at which it received a report from City Staff, oral and written testimony from the public, and deliberated on the project. At the conclusion of its deliberations, the City Council took a vote and adopted this resolution to approve the project, as revised by the City Council during its deliberations; and

WHEREAS, on March 10, 2026, the City Council took the following additional actions related to the Project:

- Adoption of City Council Resolution No. 17-26, certifying the Bridgehead Industrial Project Environmental Impact Report (SCH No. 2024050471);
- Adopting of City Council Resolution No. 18-26, approving the Project's proposed General Plan Amendment (GPA 02-23);
- Waiving the first reading and introducing an ordinance to approve the Project's Development Agreement application (DA 2025-01); and
- Adoption of City Council Resolution No. 19-26 approving the Project's proposed Tentative Map (TM 10-23), Design Review (DR 11-23), and Master Sign Program (MSP 01-23); and

WHEREAS, during the March 10, 2026 City Council Public Hearing, the Applicant stated they would remove the use classified as "Data Center" from the proposed Planned Unit

District (“PUD”) that accompanied this Rezone application. Upon introduction of this ordinance, the City Council made a motion that included removing “Data Center” from the proposed PUD. As a result of the ordinance as introduced, the approved PUD has been amended to exclude “Data Center” from the list of uses allowed in the project; and

WHEREAS, these Findings are based upon the City’s General Plan, the City’s Zoning Ordinance, the City’s Commercial and Industrial Design Guidelines, and the information submitted to the City Council at its March 10, 2026 meeting, both written and oral, including oral information provided by the applicant, as reflected in the minutes of such meetings, together with the documents contained in the file for the project (hereinafter the “Record”); and

WHEREAS, if any term, provision, or portion of these Findings or the application of these Findings to a particular situation is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions of these Findings, or their application to other actions related to the Project, shall continue in full force and effect unless amended or modified by the City.

NOW, THEREFORE, BE IT RESOLVED THAT, on the basis of the above findings of fact and the entire Record, the City Council makes the following additional findings in support of the Project approval for the Rezone (RZ 04-23):

SECTION 1. Findings

- A. Regarding the application requesting approval of a Rezone (RZ 04-23) to re-classify the Zoning District for the entire project from BPL (Business Park Low) District (northern portion) and SP-2 (River Oaks Crossing Specific Plan) District (southern portion) to P-1 (Planned Unit Development) District in conjunction with a Preliminary Development Plan, the Planning Commission finds that:
 - 1. Consistent with the applicable evaluation criteria found in Oakley Municipal Code section 9.1.1002 Planned Unit Development (P-1), part h.4.c:
 - a. Given favorable market conditions, the applicant intends to start construction within two years from the effective date of the zoning change and plan approval;
 - b. The proposed planned unit development is consistent with the General Plan, in that the Rezone to P-1 (Planned Unit Development) District would allow for a consistent set of development and use regulations throughout the entire project in a manner consistent with the existing and proposed Light Industrial Land Use Designation; and
 - c. The proposed planned unit development is fully in conformity with the applicable performance standards therein, and will constitute an

efficient and well organized development, with adequate provisions for truck access service and necessary storage.

2. Consistent with the applicable standards pertaining to Rezone applications found in Oakley Municipal Code section 2.4.012 Rezoning, part d:
 - a. The change proposed will substantially comply with the General Plan, in that the planned unit develop will include uses and development regulations applicable to light industrial development at the scale proposed by the project, which would comply with the underlying General Plan designation of Light Industrial (existing and as proposed);
 - b. The uses authorized or proposed in the land use district are compatible within the district and to uses authorized in adjacent districts, in that the types of uses permitted in the Proposed P-1 District include truck and trailer parking and storage, general warehousing, high-cube warehousing, cold storage warehousing, fulfillment center, parcel hub, automated sorting center, distribution and logistics facility, transload facility, general manufacturing, office, and industrial battery storage. The PUD also includes definitions and characteristics of each of those uses;
 - c. Community need, but not necessarily future financial success, has been demonstrated for the use proposed, in that the City of Oakley General Plan envisions the area the project lies within as an employment center and the proposed P-1 District will allow for a planned development with consistent design and internal circulation, and uses compatible with light industrial job creation.

B. The Rezone (RZ 04-23) application was analyzed under the Bridgehead Industrial Project Environmental Impact Report (SCH No. 2024050471), certified by the City of Oakley City Council on March 10, 2026.

C. The Project complies with Measure J Growth Management requirements.

SECTION 2. Property Defined and Rezoned

A. 164 acres of real property generally located north of Main Street, east of Bridgehead Road, and west of Big Break Road in Oakley, CA 94561 (APNs 037-020-007, 037-040-007 and 037-040-015).

SECTION 3. 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 on this 24th day of March 2026, by the following vote:

AYES:

NOES:

ABSENT:

ABSTENTIONS:

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

ORDINANCE NO. 4-26

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF OAKLEY APPROVING A DEVELOPMENT AGREEMENT FOR THE PROJECT KNOWN AS “BRIDGEHEAD INDUSTRIAL PROJECT (DA 2025-01)” (APNS 037-020-007, 037-040-007 and 037-040-015)

WHEREAS, the City has enacted a Development Agreement Ordinance, codified as Chapter 3 of Title 9 of the Oakley Municipal Code (“OMC”) establishing the procedures and requirements for the consideration of development agreements pursuant to California Government Code Section 65864 et seq.; and

WHEREAS, on December 13, 2023, Oxfoot Oakley LLC (“Applicant”) filed an application requesting approval of:

1) a General Plan Amendment (GPA 02-23) to redesignate the General Plan Land Use Designation of the southern portion (approximately 76.4-acres) of the approximately 164-acre site from Commercial (CO) to Light Industrial (LI);

2) a Rezone (RZ 04-23) to re-classify the Zoning District for the entire project from BPL (Business Park Low) District (northern portion) and SP-2 (River Oaks Crossing Specific Plan) District (southern portion) to P-1 (Planned Unit Development) District in conjunction with a Preliminary Development Plan;

3) a Tentative Map (TM 10-23) to subdivide the three existing parcels totaling approximately 164 acres into 10 lots;

4) a Design Review (DR 11-23), including site design and building architecture for 10 buildings totaling approximately 3.12 million square feet;

5) a Master Sign Program (MSP 01-23) for sign designs and specifications for the entire site, including all future buildings and entrances; and

6) a Development Agreement (DA 2025-01) (“Project”).

The northern and southern portions are bisected by the BNSF railroad tracks and known as the North Development Area and the South Development Area. The North Development Area is zoned BPL (Business Park Low) District and is bordered by the Oakley Logistics Center to the west, Big Break Road to the east, open space to the north, and the BNSF railroad tracks to the south (APN 037-020-007). The South Development Area is zoned SP-2 (River Oaks Crossing Specific Plan) District and is bordered by Bridgehead Road to the west, the BNSF railroad tracks to the east and north, and Main Street to the south (APNS 037-040-007 and 037-040-015); and

WHEREAS, on March 26, 2025, the project application was deemed complete per Government Code section 65920 et. seq; and

WHEREAS, on January 20, 2026, the Planning Commission held a duly noticed public hearing to consider the proposed Project for recommendation to the City Council, received the staff report and staff presentation, received comments from the public and interested parties, and deliberated on the Project. At the conclusion of its deliberations, the Planning Commission took a vote and adopted 1) Planning Commission Resolution No. 2-26 recommending the City Council adopt a resolution certifying the Bridgehead Industrial Project Environmental Impact Report (SCH. No. 2024050471), make certain findings concerning mitigation measures, adopt a mitigation monitoring and reporting program, make findings concerning alternatives, and adopt a statement of overriding considerations, and 2) Planning Commission Resolution No. 3-26 recommending City Council approve the project titled, “Bridgehead Industrial Project (GPA 02-23, RZ 04-23, TM 10-23, DR 11-23, MSP 01-23, DA 2025-01),” as conditioned; and

WHEREAS, on or before February 26, 2026, the Notice of Public Hearing for the Project was duly noticed in the Contra Costa Times, a newspaper of general distribution, was posted at the Project site, at Oakley City Hall located at 3231 Main Street, outside the gym at Delta Vista Middle School located at 4901 Frank Hengel Way, and outside the library at Freedom High School located at 1050 Neroly Road, was posted to the City’s website, and was mailed out to all owners of property within a 500-foot radius of the project’s boundaries, to parties requesting such notice, and to outside agencies; and

WHEREAS, on March 10, 2026, the City Council opened the public hearing at which it received a report from City Staff, oral and written testimony from the public, and deliberated on the project. At the conclusion of its deliberations, the City Council took a vote and adopted this resolution to approve the project, as revised by the City Council during its deliberations; and

WHEREAS, on March 10, 2026, the City Council took the following additional actions related to the Project:

- Adoption of City Council Resolution No. 17-26, certifying the Bridgehead Industrial Project Environmental Impact Report (SCH No. 2024050471);
- Adopting of City Council Resolution No. 18-26, approving the Project’s proposed General Plan Amendment (GPA 02-23);
- Waiving the first reading and introducing of an ordinance to approve the Project’s Rezone application (RZ 04-23);
- Adoption of City Council Resolution No. 19-26 approving the Project’s proposed Tentative Map (TM 10-23), Design Review (DR 11-23), and Master Sign Program (MSP 01-23); and

WHEREAS, these Findings are based upon the City’s General Plan, the City’s Zoning Ordinance, the City’s Commercial and Industrial Design Guidelines, and the information submitted to the City Council at its March 10, 2026 meeting, both written and oral, including oral information provided by the applicant, as reflected in the minutes of such meetings, together with the documents contained in the file for the project (hereinafter the “Record”); and

WHEREAS, if any term, provision, or portion of these Findings or the application of these Findings to a particular situation is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions of these Findings, or their application to other actions related to the Project, shall continue in full force and effect unless amended or modified by the City.

NOW, THEREFORE, BE IT RESOLVED THAT, on the basis of the above findings of fact and the entire Record, the City Council makes the following additional findings in support of the Project approval for the Development Agreement (DA 2025-01, as shown in Exhibit "A" of this resolution:

SECTION 1. Findings

Pursuant to Oakley Municipal Code Chapter 9.3, the City Council hereby finds and determines as follows:

- A. Regarding the application requesting approval of a Development Agreement (DA 2025-01), the City Council finds that the Proposed Development Agreement:
 - 1. Is consistent with the objective, policies, general land uses and programs specified in the General Plan;
 - 2. Is compatible with the uses authorized in, and the regulations prescribed for, the land use district in which the real property is located;
 - 3. Is in conformity with public convenience, general welfare and good land use practice;
 - 4. Will not be detrimental to the health, safety and general welfare;
 - 5. Will not adversely affect the orderly development of property; and
 - 6. Pursuant to Oakley Municipal Code Section 6.12.154, the project includes conditions to address hazards related to construction or development in flood hazard zones in that Mitigation Measure 4.8-5 of the Project EIR reduces the impact to less than significant by requiring a Hydrological Study, raising the buildings out of the Flood Zone, and potentially needing to file a Conditional Letter of Map Revision.

- B. The Project complies with Measure J Growth Management requirements.

SECTION 2. Approval of the Development Agreement

The City Council hereby approves the proposed Development Agreement, included as Exhibit "A" to this ordinance, and authorizes and directs the Mayor to sign it.

SECTION 3. Recordation of Development Agreement

Within ten (10) days after the Mayor executes the Development Agreement, the City Clerk shall submit the Development Agreement to the County Recorded for recordation.

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 on this 24th day of March 2026 by the following vote:

- AYES:
- NOES:
- ABSENT:
- ABSTENTIONS:

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 24, 2026
TO: Joshua McMurray, City Manager
FROM: Billilee Saengchalern, Public Works Director/City Engineer
SUBJECT: Consideration of a Resolution Establishing the Rate per Equivalent Runoff Unit for Fiscal Year (FY) 2026/27 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

Approved and
Forwarded to the
City Council

Background and Analysis

The City of Oakley joined the Contra Costa Clean Water Program in March of 2000 to implement its National Pollutant Discharge Elimination System Program as required by the Federal Water Pollution Control Act. To fund the City's participation in the program, the Contra Costa County Flood Control and Water Conservation District was authorized by Assembly Bill 2768 to impose an annual assessment on behalf of member cities. The annual assessment is based on an Equivalent Runoff Unit (ERU) which is defined as the service charge rating assigned to each parcel based on its land use.

Prior to incorporation, the County collected \$16.20 per ERU in the Oakley area. The estimated level of effort and corresponding budget for Oakley's first two years as a member of the Clean Water Program required that the rate per ERU be increased to \$20.65. That rate allowed the City to achieve the minimum requirements of the 5-Year National Pollutant Discharge Elimination System (NPDES) Permit that was in effect at that time. In FY 2003/04, anticipating a change in the permit requirements and an increased level of effort, the rate was raised to \$25.00 per ERU.

In early 2004, the Countywide permits were amended to include new development and re-development requirements that were very stringent and time intensive. Since that time, the required monitoring, reporting, and administration efforts have become more cumbersome, and the permit fees charged by the Regional Water Quality Control Board have increased. The most recent permit, referred to as the Municipal Regional Permit, or MRP is even more restrictive. To cover these costs, the rate was raised to \$28.00 per ERU in FY 2004/05; and to the maximum rate of \$30.00 in FY 2005/06. When the Stormwater Utility Areas were established by the legislation, maximum rates were established for each participating agency. Oakley's maximum rate is \$30.00 per ERU and can only be increased by a vote pursuant to Proposition 218. This results in a total budget estimate for FY 2026/27 of approximately \$569,160.



In FY 2004/05, the City added a part-time Stormwater Coordinator to manage the program. Over the years, the responsibility of maintaining compliance with our NPDES Permit has been shared by many staff members. Currently, the Assistant Engineer has assumed the primary duties as Stormwater Coordinator with the assistance of a consultant and supervision of the Public Works Director.

The core activities of the program include drainage facility maintenance, street sweeping, and monitoring and reporting on the stormwater components of the City's new development, industrial and commercial inspection, municipal maintenance, public education, and illicit discharge activities. The City is also continuing to implement the new permit provisions by tracking and monitoring all stormwater control features associated with new development and conducting public outreach activities that complement the countywide effort through presentations to the local schools and other mediums such as the Oakleaf Newsletter and during our annual Public Works event. The City pays nearly \$75,000 to the Countywide program annually for their activities, which include extensive public education, coordination of the annual report, representation to the regional boards and other stakeholder groups, negotiation of permit requirements, and other administrative activities. Oakley's Stormwater Coordinator attends the management committee that establishes the Countywide program budget, and a concerted effort has been made to keep the costs to a minimum. Staff have prepared a draft line-item budget for the City's cleanwater activities that is attached to this report for reference and will be included in the annual City FY 2026/27 budget process. The budget may be modified as part of the Citywide budget hearings and approval but provides a logical nexus and justification for the proposed rate.

The agreement between the City and the Contra Costa County Flood Control and Water Conservation District (District) requires that the City determines the rate per ERU annually prior to May 1st of each year. The District has requested that the City submit certified resolutions in April so that they can schedule the item for a specific Contra Costa County Board of Supervisors hearing.

Consistency with the Oakley Strategic Plan 27+

This item is consistent with the Strategic Plan 27+ Finance and Fiscal responsibility Goal.

Fiscal Impact

Adoption of the resolution will authorize the Contra Costa County Flood Control and Water Conservation District to collect approximately \$569,160 from the property tax rolls on Oakley's behalf to fund program costs. Funds are disbursed from the District to the City as outlined in the Program agreement.



Staff Recommendation

Staff recommends that the City Council adopt the Resolution Establishing the Rate per Equivalent Runoff Unit for FY 2026/27 and Requesting the Contra Costa County Flood Control and Water Conservation District to Adopt an Annual Parcel Assessment for Drainage Maintenance and the NPDES Program.

Attachments

1. Resolution
2. Draft FY 2026/27 Budget



RESOLUTION NO. XX-26

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OAKLEY
ESTABLISHING THE RATE PER EQUIVALENT RUNOFF UNIT FOR FISCAL YEAR
(FY) 2026/27 AND REQUESTING THE CONTRA COSTA COUNTY FLOOD
CONTROL AND WATER CONSERVATION DISTRICT ADOPT AN ANNUAL PARCEL
ASSESSMENT FOR DRAINAGE MAINTENANCE AND THE NATIONAL
POLLUTANT DISCHARGE ELIMINATION SYSTEM PROGRAM**

WHEREAS, under Federal Water Pollution Control Act, prescribed discharges of stormwater require a permit from the appropriate California regional water quality board under the National Pollutant Discharge Elimination System (NPDES) program; and

WHEREAS, the City of Oakley (City) did apply for, and did receive, an NPDES permit which requires the implementation of selected Best Management Practices to minimize or eliminate pollutants from entering storm waters; and

WHEREAS, it is the intent of the City to utilize funds received from its Stormwater Utility Area (SUA) for implementation of the NPDES program and drainage maintenance activities; and

WHEREAS, at the request of the City, the Contra Costa County Flood Control & Water Conservation District (District) has completed the process for formation of an SUA, including the adoption of the Stormwater Utility Assessment Drainage Ordinance No. 93-47; and

WHEREAS, The SUA and Program Group Costs Payment agreement between City and District requires that the City annually, by May 1st, determine the rate to be assessed to a single Equivalent Runoff Unit (ERU) for the forthcoming fiscal year.

BE IT RESOLVED, that the City Council of the City of Oakley has determined that the rate to be assigned to a single ERU for FY 2026/27 shall be set at \$30.00. The City Council does hereby request the District to adopt SUA levies based on said amount is approved.

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

AYES:
NOES:
ABSENT:
ABSTENTIONS:

APPROVED:

ATTEST:

Hugh Henderson, Mayor

Kim Snodgrass, City Clerk

Date

Oakley Clean Water Program Budget
Fiscal Year 2026/27

FY 2026/27 Proposed		Description/Comments
<i>Estimated FY 2026/27 ERUs</i>	<i>18,972</i>	Parcels
<i>Proposed FY 2026/27 Fee Rate</i>	<i>\$ 30.00</i>	This fee rate is capped at the present amount
<i>Total from ERU</i>	<i>\$ 569,160.00</i>	
<i>Contra Costa Clean Water Program Tasks Cost</i>	<i>\$ 186,560.00</i>	City of Oakley share towards Program cost for monitoring, special studies, watershed management, and other group costs
<i>City Tasks Cost</i>	<i>\$ 382,600.00</i>	Funds allocated to the City
<i>City funds from other sources</i>	<i>\$ 100,000.00</i>	
<i>Total Available for City Tasks</i>	<i>\$ 482,600.00</i>	

Task Number	Task Title	FY 2026/27 Proposed	Description/Comments
1	New Development and Construction Controls	\$ -	Funds costs related to new development and construction activities are funded by developer project accounts.
2	Public Education and Outreach	\$ 500.00	Funds costs related to public education and outreach activities; includes newsletter publication
3	Municipal Maintenance	\$ 2,000.00	Funds costs related to municipal maintenance activities
4	Industrial and Commercial Inspections	\$ 2,000.00	Funds costs related to the inspection of industrial and commercial businesses for water quality compliance
5	Illicit Discharge Control	\$ 2,000.00	Funds costs related to identification and clean-up of illicit discharges
6	Permit Fees	\$ 15,000.00	Annual RWQCB permit fees
7	Agency Administration	\$ 1,000.00	Costs for attending mandatory meetings and workshops and program related conferences and training.
8	New Permit Implementation	\$ 5,000.00	Special studies and consultant assistance related to new permit requirements
9	Storm Water Basin Maintenance	\$ 10,000.00	Costs necessary to maintain storm water basins
10	Street Sweeping	\$ 252,000.00	Annual street sweeping contract
11	Drainage Maintenance	\$ 50,000.00	Funds eligible drainage maintenance activities such as catch basin cleaning
12	Total Staff Costs (Engineering)	\$ 51,330.00	Staffing costs necessary to implement the goals of the stormwater management plan
13	Total Staff Costs (Other)	\$ 11,770.00	Additional staffing costs necessary to implement the goals of the stormwater management plan for Public Works
14	Consultants	\$ 80,000.00	Annual Reports, C3 Inspections, Plan Check Review etc.
<i>Total of City of Oakley Costs</i>		<i>\$ 482,600.00</i>	

DATE: March 24, 2026
TO: Joshua McMurray, City Manager
FROM: Kim Snodgrass, City Clerk
SUBJECT: Adopt a Resolution Adopting Updated Records Retention Schedules, Authorizing Destruction of Certain City Records, and Rescinding Resolution No. 08-13 and Resolution No. 17-18

Approved and Forwarded to the City Council

Background and Analysis

Between September 2025 and February 2026, staff worked with Gladwell Governmental Services, Inc. (GGS) to update the City’s Record Retention Schedules.

The City’s existing retentions schedules, with the exception of the Police Department, were last adopted in 2013 by Resolution Number 08-13 and are simply the Secretary of State Archives Division’s “Local Government Records Management Guidelines,” which were not specific to City of Oakley records. The Police Department Records Retention Schedule, which was also not as detailed as the proposed schedule, was last adopted in 2018 by Resolution Number 17-18.

The proposed retention schedules were updated with input from representatives of all departments. The schedules provide clear, specific records descriptions and retention periods, apply current law and technology to the management of Oakley’s records, are in compliance with all laws, and are standard business practice for California cities. By identifying which department is responsible for maintaining the original record, and by establishing clear retention periods for different categories of records, the City will realize significant savings in labor costs, storage costs, free filing cabinet and office space, and realize operational efficiencies.

To maintain these efficiencies, the policy authorizes the routine destruction of records that have met their legal retention threshold, subject to written approval from the Department Head, City Clerk, and City Attorney. Furthermore, it allows for future administrative updates to the schedules without further action from the Council, streamlining the City’s ability to remain current with evolving state law.

Consistency with the Oakley Strategic Plan 27+

Updating the Record Retention Schedules supports the Finance and Fiscal Responsibility Goal.



Fiscal Impact

Oakley will realize savings in both labor and storage expenses, including the avoidance of future storage costs.

Staff Recommendation

Staff recommends the City Council adopt the attached resolution adopting updated Records Retention Schedules, authorizing destruction of certain City records, and rescinding Resolution No. 08-13 and Resolution No. 17-18.

Attachments

1. Proposed Resolution
2. Draft Records Retention Schedules

RESOLUTION NO. XX-26

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OAKLEY ADOPTING THE UPDATED RECORDS RETENTION SCHEDULES, AUTHORIZING DESTRUCTION OF CERTAIN CITY RECORDS AND RESCINDING RESOLUTION NO. 08-13 AND RESOLUTION NO. 17-18

WHEREAS, the maintenance of numerous records is expensive, slows document retrieval, and is not necessary after a certain period of time for the effective and efficient operation of the government of the City of Oakley; and

WHEREAS, Section 34090 of the Government Code of the State of California provides a procedure whereby any City record which has served its purpose and is no longer required may be destroyed; and

WHEREAS, the City of Oakley previously adopted Resolution No. 08-13, approving a Records Retention Schedule reflecting the Secretary of State Archives Division's Local Government Records Management Guidelines, and Resolution No. 17-18, approving a Police Department Records Retention Schedule.

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

Section 1. Resolution No. 08-13 and Resolution No. 17-18 are hereby repealed.

Section 2. The records of the City of Oakley, as set forth in the Records Retention Schedule attached as Exhibit A and incorporated herein by this reference, are hereby authorized to be destroyed as provided by Section 34090 et seq. of the Government Code of the State of California and in accordance with the provision of said schedule upon written approval of the Department Head, City Clerk and City Attorney, without further action by the City Council of the City of Oakley.

Section 3: Updates are hereby authorized to be made to the Records Retention Schedules, without any further action by the City Council, with the consent of the Department Head, City Clerk, City Attorney and City Manager.

Section 4. The term "records" as used herein shall include documents, instructions, books, microforms, electronic files, magnetic tape, optical media, or papers; as defined by the California Public Records Act.

Section 5. This resolution shall become effective immediately upon its passage and adoption.

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 Snodgrass, City Clerk

Date

**RECORDS RETENTION SCHEDULE: CITY-WIDE STANDARDS
(Used by ALL Departments)**

Office of Record (OFR)	Retention No.	Records Description	Total Retention	Vital?	Media Options	Image: I=Import M=Mfr S=Scan	Destroy Paper after Imaged & QC'd?	Comments / Reference
<i>Retentions apply to the department that is NOT the Office of Record (OFR), or the "Lead Department". If you are the OFR, refer to your department retention schedule.</i>								
<i>Retentions begin when the act is completed, and imply a full file folder (e.g. last document + 2 years), since destruction is normally performed by file folder.</i>								
<i>HOLDS: Litigation, claims, complaints, audits, public records act requests, and/or investigations suspend normal retention periods (retention resumes after settlement or completion).</i>								
CITY-WIDE (Used by ALL Departments)								
Lead Dept.	CW-001	Affidavits of Publications / Affidavits of Posting Notices / Legal Advertising / Notices / Proofs of Publications / Public Hearing Notices	2 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Brown Act challenges must be filed within 30 or 90 days of action; Statute of Limitations on Municipal Government actions is 3 - 6 months; GC §§34090, 54960.1(c)(1)
Lead Dept. (Managing the Agreement / Contract)	CW-003	Agreements / Contracts: ADMINISTRATION (WITH Grant Funding) (Project Administration, Insurance Certificates, Certified Payrolls, Project Schedules, RFP - Request for Proposal / Successful Proposal, etc.) City Clerk retains all Originals (always sent the original to the City Clerk)	Completion + 10 years or After Funding Agency Audit, if required, whichever is longer	Yes: Before Completion	Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Some grant funding agencies require audits; Statute of Limitations for Errors & Omissions is 10 years; Statute of Limitations: Contracts & Spec's=4 years, Developers=comp. + 10 years; CCP §337 et. seq., 2 CFR 200.334; 24 CFR 91.105(h), 92.505, & 570.502(b), GC §34090
Lead Dept. (Managing the Agreement / Contract)	CW-004	Agreements / Contracts: ADMINISTRATION (WITHOUT Grant Funding) (Project Administration, Insurance Certificates, Certified Payrolls, Project Schedules, RFP - Request for Proposal / Successful Proposal, etc.) City Clerk retains all Originals (always sent the original to the City Clerk)	Completion + 10 years	Yes: Before Completion	Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	City preference; Covers E&O Statute of Limitations; Statute of Limitations: Contracts & Spec's=4 years, Developers=comp. + 10 years; CCP §337 et. seq., GC §34090
Lead Dept. (Managing the Agreement / Contract)	CW-005	Agreements / Contracts: UNSUCCESSFUL BIDS, PROPOSALS / RESPONSES to RFPs (Request for Proposals) / RFQs (Request for Qualifications) that don't result in a contract	2 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Finance / Purchasing retains the originals of Formal procurements; Includes unopened bids; GC §34090

RECORDS RETENTION SCHEDULE: CITY-WIDE STANDARDS (Used by ALL Departments)

Office of Record (OFR)	Retention No.	Records Description	Total Retention	Vital?	Media Options	Image: I=Import M=Mfr S=Scan	Destroy Paper after Imaged & QC'd?	Comments / Reference
<i>Retentions apply to the department that is NOT the Office of Record (OFR), or the "Lead Department". If you are the OFR, refer to your department retention schedule.</i>								
<i>Retentions begin when the act is completed, and imply a full file folder (e.g. last document + 2 years), since destruction is normally performed by file folder.</i>								
<i>HOLDS: Litigation, claims, complaints, audits, public records act requests, and/or investigations suspend normal retention periods (retention resumes after settlement or completion).</i>								
Lead Dept.	CW-006	Boards, Commissions, / Committees: External Organizations / Regional Boards / Commissions - Agendas, Minutes, Resolutions, / other documents (e.g. County Board of Supervisors)	When No Longer Required		Mag, Ppr			Non-records
Staffing Dept.	CW-007	Boards, Committees, Commissions, Advisory Bodies: Citizen Advisory Created by the City Council AGENDAS / STAFF REPORTS	Minimum 2 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department Preference; GC §34090
Staffing Dept.	CW-008	Boards, Committees, Commissions, Advisory Bodies: Citizen Advisory Created by the City Council Recordings - AUDIO RECORDINGS of Meetings / Audio Tapes	2 years		Mag			Department preference; Audio Required for 30 days; GC §54953.5(b)
Staffing Dept.	CW-009	Boards, Committees, Commissions, Advisory Bodies: Citizen Advisory Created by the City Council MINUTES Department maintains originals	P		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	GC §34090(e)
Staffing Dept.	CW-010	Boards, Committees, Commissions, Advisory Bodies: Citizen Advisory Created by the City Council Recordings - VIDEO RECORDINGS of Meetings / Video Recordings	Minimum 4 years		Mag			Department preference; video recordings of meetings are required for 90 days; GC §34090.7
Staffing Dept.	CW-011	Committees: Employee Committees , Employee Staff Meetings / Department Staff Meetings AGENDAS / MINUTES (if agendas or minutes were created)	2 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	GC §34090 et seq.

RECORDS RETENTION SCHEDULE: CITY-WIDE STANDARDS (Used by ALL Departments)

Office of Record (OFR)	Retention No.	Records Description	Total Retention	Vital?	Media Options	Image: I=Import M=Mfr S=Scan	Destroy Paper after Imaged & QC'd?	Comments / Reference
<i>Retentions apply to the department that is NOT the Office of Record (OFR), or the "Lead Department". If you are the OFR, refer to your department retention schedule.</i>								
<i>Retentions begin when the act is completed, and imply a full file folder (e.g. last document + 2 years), since destruction is normally performed by file folder.</i>								
<i>HOLDS: Litigation, claims, complaints, audits, public records act requests, and/or investigations suspend normal retention periods (retention resumes after settlement or completion).</i>								
Staffing Dept.	CW-012	Committees: Subcommittees of the City Council (Ad-Hoc / Standing Committees) AGENDAS / MINUTES	2 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	All actions are made by the City Council; GC §34090
Lead (Responding) Dept.	CW-013	Complaints / Concerns Database / CRM Database / Neighborhood Connections (Excludes Police Officers)	Minimum 2 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	City preference; Claims must be filed in 6 months; CCP §§338 et seq., 340 et seq., 342, GC §34090
Lead Dept.	CW-014	Copies / duplicates of any record	Copies - When No Longer Required		Mag Ppr			GC §34090.7
Dept. that Authors Document or Receives the City's Original Document	CW-015	Correspondence - ROUTINE (IF CONTENT relates in a SUBSTANTIVE way to the conduct of the public's business) (e.g. e-mail / email with SUBSTANTIVE content, Letters, Memorandums, Administrative Files, Press Releases, Media Releases, etc.) SUBSTANTIVE synonyms: Significant, Meaningful, Considerable, Essential	2 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	ONLY IF the Content relates in a substantive way to the conduct of the public's business; City of San Jose vs. Superior Court, 5 Cal. 5th 608 (2017). GC §34090

RECORDS RETENTION SCHEDULE: CITY-WIDE STANDARDS (Used by ALL Departments)

Office of Record (OFR)	Retention No.	Records Description	Total Retention	Vital?	Media Options	Image: I=Import M=Mfr S=Scan	Destroy Paper after Imaged & QC'd?	Comments / Reference
<i>Retentions apply to the department that is NOT the Office of Record (OFR), or the "Lead Department". If you are the OFR, refer to your department retention schedule.</i>								
<i>Retentions begin when the act is completed, and imply a full file folder (e.g. last document + 2 years), since destruction is normally performed by file folder.</i>								
<i>HOLDS: Litigation, claims, complaints, audits, public records act requests, and/or investigations suspend normal retention periods (retention resumes after settlement or completion).</i>								
Dept. that Authors Document or Receives the City's Original Document	CW-016	<p>Correspondence - TRANSITORY / PRELIMINARY DRAFTS, Interagency / Intraagency Memoranda NOT retained in the ordinary course of business</p> <p>Content NOT Substantive, / NOT made / retained for the purpose of preserving the informational content for future reference</p> <p>(e.g. calendars, checklists, e-mail / email, social media posting, employee directories, flyers, invitations, instant messaging, inventories, logs, mailing lists, meeting room registrations, PowerPoint presentations, speaker cards, speech notes, Teams staff videoconference chats, notes / recordings, supply inventories, telephone messages, text messages, transmittal letters, thank yous, requests from other cities, preliminary notices for construction projects, undeliverable envelopes / returned mail, visitors logs, voice mails, webpages, etc.)</p>	When No Longer Required		Mag, Ppr			<p>Electronic and paper records are categorized, filed and retained based upon the CONTENT of the record. Records where either the CONTENT relates in a SUBSTANTIVE way to the conduct of the public's business, or ARE made or retained for the purpose of preserving the informational content for future reference are SAVED by placing them in an electronic or paper (project) file folder and retained for the applicable retention period. If not mentioned here, consult the City Attorney to determine if a record is considered transitory / preliminary draft. GC §§34090, 7927.500, 7928.705.; 64 Ops. Cal. Atty. Gen. 317 (1981)); City of San Jose vs. Superior Court, 5 Cal. 5th 608 (2017).</p>
Lead Dept.	CW-017	Drafts / Notes: Drafts that are revised (retain final version)	When No Longer Required		Mag, Ppr			<p>As long as the drafts and notes are not retained in the "Regular Course of Business". Consult the City Attorney to determine if a record is considered a draft. GC §§34090, 7927.500, 7928.705</p>

**RECORDS RETENTION SCHEDULE: CITY-WIDE STANDARDS
(Used by ALL Departments)**

Office of Record (OFR)	Retention No.	Records Description	Total Retention	Vital?	Media Options	Image: I=Import M=Mfr S=Scan	Destroy Paper after Imaged & QC'd?	Comments / Reference
<i>Retentions apply to the department that is NOT the Office of Record (OFR), or the "Lead Department". If you are the OFR, refer to your department retention schedule.</i>								
<i>Retentions begin when the act is completed, and imply a full file folder (e.g. last document + 2 years), since destruction is normally performed by file folder.</i>								
<i>HOLDS: Litigation, claims, complaints, audits, public records act requests, and/or investigations suspend normal retention periods (retention resumes after settlement or completion).</i>								
Lead Dept.	CW-018	GIS Database / Data / Layers (both City-wide / Specialized)	When No Longer Required	Yes	Mag			The Lead Department should print out historical documents (or save source data) prior to replacing the data, if they require the data or output for historical purposes; Department Preference (Preliminary documents); GC §34090 et seq.
Lead Dept. (Managing the grant)	CW-019	Grants (UNSUCCESSFUL Applications, Correspondence)	2 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	GC §34090
Lead Dept. (Managing the grant)	CW-020	Grants Administration / CDBG Administration (Community Development Block Grant) / Reimbursable Claims / FEMA Reimbursements / OES Reimbursements (SUCCESSFUL Reports, other records required to pass the funding agency's audit, if required) Applications (successful), copy of grant agreement, copies of invoices, program rules, regulations / procedures, reports to grant funding agencies, correspondence, audit records, completion records	After Funding Agency Audit, if required - Minimum 5 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Meets auditing standards; Grants covered by a Consolidated Action Plan are required for 5 years; Uniform Admin. Requirements for Grants to Local Governments is 3 years from expenditure report or final payment of grantee or subgrantee; 2 CFR 200.334; 24 CFR 91.105(h), 92.505, 570.490, & 570.502(a&b), GC §34090
Lead Dept.	CW-021	Newspaper Clippings	When No Longer Required		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Non-records - may be obtained from the newspaper company; GC §34090
Human Resources	CW-022	Personnel Files (Department Copies) Send all originals to Human Resources; may exclude some Peace Officer records	Copies - When No Longer Required	Before Annual Evaluation	Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Originals are retained by Human Resources; GC §34090.7

RECORDS RETENTION SCHEDULE: CITY-WIDE STANDARDS (Used by ALL Departments)

Office of Record (OFR)	Retention No.	Records Description	Total Retention	Vital?	Media Options	Image: I=Import M=Mfr S=Scan	Destroy Paper after Imaged & QC'd?	Comments / Reference
<i>Retentions apply to the department that is NOT the Office of Record (OFR), or the "Lead Department". If you are the OFR, refer to your department retention schedule.</i>								
<i>Retentions begin when the act is completed, and imply a full file folder (e.g. last document + 2 years), since destruction is normally performed by file folder.</i>								
<i>HOLDS: Litigation, claims, complaints, audits, public records act requests, and/or investigations suspend normal retention periods (retention resumes after settlement or completion).</i>								
Lead Dept.	CW-023	Personnel Files (Supervisor's Notes)	Shred After Incorporation into Performance Evaluation or Documented Discipline	Before Annual Evaluation	Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Notes maintained in a separate folder to be incorporated into performance evaluation, or to document progressive discipline; GC §34090 et seq.
Lead Dept.	CW-024	Photographs	When No Longer Required		Mag, Ppr			Preliminary Drafts (retention is placed on the final record in which the photograph is published in, if any); destroy unnecessary photographs. GC §§34090, 7927.500
Lead Dept. (Who Uses the Vehicle)	CW-025	Pre-Trip Inspections / Vehicle Safety Checks / Daily Vehicle Inspections / Daily Equipment Checks	2 years		Ppr			GC §34090; 13 CCR 1234(c)
Lead Dept.	CW-026	Prop. 218 (Property-based fees - Improvement Districts: Notices / Mailing List (Protest Letters / Ballots are tabulated by the City Clerk)	2 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	GC §53753(e)(2)
Lead Dept. (Who Ordered the Appraisal)	CW-027	Real Estate Appraisal Reports: Property NOT purchased, Loans not funded, etc.	2 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Not accessible to the public; GC §§34090, 7928.705
Lead Dept. (Who Ordered the Appraisal)	CW-028	Real Estate Appraisal Reports: Purchased Property, Funded Loans	Minimum 5 years	Yes: Before Purchase	Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Not accessible to the public until purchase has been completed; meets grant auditing requirements; 2 CFR 200.334; 24 CFR 91.105(h), & 570.502(b), GC §34090

**RECORDS RETENTION SCHEDULE: CITY-WIDE STANDARDS
(Used by ALL Departments)**

Office of Record (OFR)	Retention No.	Records Description	Total Retention	Vital?	Media Options	Image: I=Import M=Mfr S=Scan	Destroy Paper after Imaged & QC'd?	Comments / Reference
<i>Retentions apply to the department that is NOT the Office of Record (OFR), or the "Lead Department". If you are the OFR, refer to your department retention schedule.</i>								
<i>Retentions begin when the act is completed, and imply a full file folder (e.g. last document + 2 years), since destruction is normally performed by file folder.</i>								
<i>HOLDS: Litigation, claims, complaints, audits, public records act requests, and/or investigations suspend normal retention periods (retention resumes after settlement or completion).</i>								
Lead Dept.	CW-030	Reference Materials: Policies, Procedures, Brochures, Flyers, Handbooks, Manuals / O&M Manuals, Newsletters, Plans / Strategic Plans, Plans (if not provided in the schedule), Standard Operating Procedures (SOPs), Studies, Reports (if not provided in the schedule.): etc.: Produced by OUTSIDE ORGANIZATIONS (League of California Cities, Chamber of Commerce, etc.)	When No Longer Required		Mag, Ppr			Non-Records
Lead Dept.	CW-031	Reference Materials: Internal Policies, Procedures, Brochures, Flyers, Handbooks, Manuals / O&M Manuals, Newsletters, Plans / Strategic Plans, Plans (if not provided in the schedule), Standard Operating Procedures (SOPs), Studies, Reports (if not provided in the schedule.): etc.: Produced by YOUR Department	Minimum 2 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department preference; GC §34090
Lead Dept.	CW-032	Reference Materials: Policies, Procedures, Brochures, Flyers, Handbooks, Manuals / O&M Manuals, Newsletters, Administrative Policies, Plans / Strategic Plans, Plans (if not provided in the schedule), Standard Operating Procedures (SOPs), Studies, Reports (if not provided in the schedule.): etc.: Produced by OTHER Departments	When Superseded		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Copies; GC §34090.7
Lead Dept.	CW-033	Reports, Studies (Historically significant - e.g., Zoning Studies)	P		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Administratively and Historically significant, therefore retained permanently; GC §34090
Lead Dept.	CW-034	Reports, Studies (other than Historically significant - e.g. Annual Reports)	10 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department preference; Information is outdated after 10 years; If historically significant, retain permanently; GC §34090

RECORDS RETENTION SCHEDULE: CITY-WIDE STANDARDS (Used by ALL Departments)

Office of Record (OFR)	Retention No.	Records Description	Total Retention	Vital?	Media Options	Image: I=Import M=Mfr S=Scan	Destroy Paper after Imaged & QC'd?	Comments / Reference
<i>Retentions apply to the department that is NOT the Office of Record (OFR), or the "Lead Department". If you are the OFR, refer to your department retention schedule.</i>								
<i>Retentions begin when the act is completed, and imply a full file folder (e.g. last document + 2 years), since destruction is normally performed by file folder.</i>								
<i>HOLDS: Litigation, claims, complaints, audits, public records act requests, and/or investigations suspend normal retention periods (retention resumes after settlement or completion).</i>								
Lead Dept.	CW-035	Safety Data Sheet (SDS) / Material Safety Data Sheet (MSDS) / Chemical Use Report Form / records of the chemical / substance / agent, where / when it was used	30 years		Mag, Mfr, OD, Ppr	S	Yes - After QC & OD	Previous MSDS may be obtained from a service; MSDS may be destroyed as long as a record of the chemical / substance / agent, where & when it was used is maintained for 30 years; Applies to qualified employers; Claims can be made for 30 years for toxic substance exposures; 8 CCR 3204(d)(1)(B)(2 and 3), 29 CFR 1910.1020(d)(1)(i), GC §34090
Lead Dept.	CW-036	Special Event Permits	Expiration + 2 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department Preference; GC §34090 et seq.
Lead Dept.	CW-037	Special Projects / Subject Files / Issue Files	Minimum 2 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department Preference; GC §34090 et seq.
Lead Dept.	CW-038	Subpoenas (appearance / duces tecum)	2 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department Preference; GC §34090 et seq.
Lead Dept.	CW-039	Surveys / Questionnaires (that the City issues). If a summary of the data is compiled, the survey forms are considered a draft / transitory record, / can be destroyed as drafts (When No Longer Required)	2 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	GC §34090
Lead Dept.	CW-040	Training Database (Vector Solutions / Target Solutions)	Indefinite - Minimum Separation + 5 years		Mag			Data is interrelated; GC §34090 et seq.; LC §§1198.5,

**RECORDS RETENTION SCHEDULE: CITY-WIDE STANDARDS
(Used by ALL Departments)**

Office of Record (OFR)	Retention No.	Records Description	Total Retention	Vital?	Media Options	Image: I=Import M=Mfr S=Scan	Destroy Paper after Imaged & QC'd?	Comments / Reference
<i>Retentions apply to the department that is NOT the Office of Record (OFR), or the "Lead Department". If you are the OFR, refer to your department retention schedule.</i>								
<i>Retentions begin when the act is completed, and imply a full file folder (e.g. last document + 2 years), since destruction is normally performed by file folder.</i>								
<i>HOLDS: Litigation, claims, complaints, audits, public records act requests, and/or investigations suspend normal retention periods (retention resumes after settlement or completion).</i>								
Lead Dept.	CW-041	<p>Training Presented by Staff - COURSE RECORDS</p> <p>(Attendance Rosters / Sign-in Sheets, Outlines / Materials; includes Ethics, Fiscal & Financial, Harassment, Workplace Violence, Safety Training, Tailgates)</p> <p>Send all training certificates to Human Resources</p>	5 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department preference; Meets OSHA requirements; Ethics, Fiscal & Financial, Harassment & Workplace Violence Training is 5 years; EEOC/FLSA/ADEA (Age) requires 3 years for promotion, demotion, transfer, selection, or discharge; State Law requires 4 years for personnel actions; 8 CCR §3203 et seq., 29 CFR 1627.3(b)(ii), LC §6429(c); GC §§12946, 12960, 34090, 53235.2(b), 53237.2(b); 53238.3(b), LC §6401.9(f), LC §§1198.5

RECORDS RETENTION SCHEDULE: ADMINISTRATIVE SERVICES / FINANCE (Administration, Budget, Accounting, Payroll, former Redevelopment Agency)

Office of Record (OFR)	Retention No.	Records Description	Total Retention	Vital?	Media Options	Image: I=Import M=Mfr S=Scan	Destroy Paper after Imaged & QC'd?	Comments / Reference
If the record is not listed here, refer to the Retention for City-Wide Standards								
Retentions begin when the act is completed, and imply a full file folder (e.g. last document + 2 years), since destruction is normally performed by file folder.								
HOLDS: Litigation, complaints, claims, public records act requests, audits and/or investigations suspend normal retention periods (retention resumes after settlement or completion).								
ADMINISTRATIVE SERVICES / FINANCE / ADMINISTRATION								
Admin. Services / Finance / Admin.	FIN-001	Financial Services Database / ERP Database (Tyler Munis - Tyler Eden is Legacy Database)	Indefinite - Minimum 7 years	Yes	Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Data Fields / Records are interrelated; Contains original Personnel Action Entries; 26 CFR 31-6001-1; 29 CFR 1602.31 & 1627.3(b)(1), GC §§ 3105, 12946, 12960, 34090; 53237.2(b), LC 1198.5
Admin. Services / Finance / Admin.	FIN-002	Audit Reports / Annual Comprehensive Financial Report (ACFR) / related Audit Opinions	P		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department Preference; GC §34090 et seq.
Admin. Services / Finance / Admin.	FIN-003	Audit Work Papers	Drafts - When No Longer Required		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department Preference; (preliminary drafts); GC §34090
Admin. Services / Finance / Admin.	FIN-004	Audits - Single Audits / Transportation Audits / PERS Audit, FEMA / OES Audits, etc.	5 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department Preference (meets municipal government auditing standards); GC §34090
Admin. Services / Finance / Admin.	FIN-005	Bonds / Bond Sales / Official Statements / Transcripts / Certificates of Participations (COPs) / General Obligation Bonds / Revenue Bonds / Assessment District Bonds / CFD Bonds - Includes Continuing Disclosure Reports See Bank Statements for statement retention.	Fully Defeased + 10 years	Yes: Until Maturity	Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department Preference; Statute of Limitations for Bonds issued by local governments are 10 years; IRS bond auditing regulations state, "...material records should generally be kept for as long as the bonds are outstanding, plus 3 years after the final redemption date of the bonds; There are specific requirements for disposal of unused bonds; CCP §§336 et seq. 337.5(a); 26 CFR 1.6001-1(e); 26 CFR § 1.148-5(d)(6)(iii)(E); GC §43900 et seq.

RECORDS RETENTION SCHEDULE: ADMINISTRATIVE SERVICES / FINANCE (Administration, Budget, Accounting, Payroll, former Redevelopment Agency)

Office of Record (OFR)	Retention No.	Records Description	Total Retention	Vital?	Media Options	Image: I=Import M=Mfr S=Scan	Destroy Paper after Imaged & QC'd?	Comments / Reference
If the record is not listed here, refer to the Retention for City-Wide Standards								
Retentions begin when the act is completed, and imply a full file folder (e.g. last document + 2 years), since destruction is normally performed by file folder.								
HOLDS: Litigation, complaints, claims, public records act requests, audits and/or investigations suspend normal retention periods (retention resumes after settlement or completion).								
City Clerk	FIN-006	Investment Reports	Copies - When No Longer Required		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Included in the City Council Agenda Packet; GC §34090.7
Admin. Services / Finance / Admin.	FIN-007	Investments / Arbitrage / Bonds (Receipts / Advisor Reports / Trade Tickets / LAIF (Local Agency Investment Fund))	5 years	Yes: Until Maturity	Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department Preference; Meets auditing standards; FTC Reg's rely on "self-enforcement"; GC §§ 34090, 43900
ADMINISTRATIVE SERVICES / FINANCE / BUDGET								
Admin. Services / Finance / Budget	FIN-008	Budgets - Adopted / Final	P	Yes: Current Fiscal Year	Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department Preference; GC §34090 et seq.
Admin. Services / Finance / Budget	FIN-009	Budgets - Preliminary, Backup Documents	Drafts - When No Longer Required		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Preliminary Drafts / Content Not Substantive; GC §34090 et seq.
ADMINISTRATIVE SERVICES / FINANCE / GENERAL ACCOUNTING								
Admin. Services / Finance / General Accounting	FIN-010	1099's, 1096's, DE542 (California Report of Independent Contractors)	5 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department Preference; IRS: 4 years after tax is due or paid (longer for auditing & contractor delinquency); Ca. FTB: 3 years; IRS Reg §31.6001-1(e)(2), R&T §19530, GC §34090; 29 USC 436
Admin. Services / Finance / General Accounting	FIN-011	Accounts Payable / Invoices / Backup (Includes Invoices, Purchase Orders, Travel Expense Reimbursements, Warrant Request, Vouchers, etc.)	7 years	Yes: Until Paid	Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department Preference to facilitate grant audits; meets municipal government auditing standards; GC §34090

**RECORDS RETENTION SCHEDULE: ADMINISTRATIVE SERVICES / FINANCE
(Administration, Budget, Accounting, Payroll, former Redevelopment Agency)**

Office of Record (OFR)	Retention No.	Records Description	Total Retention	Vital?	Media Options	Image: I=Import M=Mfr S=Scan	Destroy Paper after Imaged & QC'd?	Comments / Reference
If the record is not listed here, refer to the Retention for City-Wide Standards								
Retentions begin when the act is completed, and imply a full file folder (e.g. last document + 2 years), since destruction is normally performed by file folder.								
HOLDS: Litigation, complaints, claims, public records act requests, audits and/or investigations suspend normal retention periods (retention resumes after settlement or completion).								
Admin. Services / Finance / General Accounting	FIN-012	Accounts Receivable / Revenue / Our Invoices to Outside Entities: Insurance Companies, Franchise Fees, DUI Billing, Tax Return / Application for Transient Occupancy Tax (TOT), Auctions of Surplus Property, Credit Card Payment Receipts, Tenant Billing / Rent, etc.	5 years	Yes: Until Paid	Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department Preference; (meets municipal government auditing standards); GC §34090
Admin. Services / Finance / General Accounting	FIN-013	Bank Statements / Trustee Statements, Fiscal Agent Statements, Trustee Statements, Investment Account Statements, Pars Statements, Bank Reconciliations, Wire Transfers	5 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department preference; GC §§34090, 26 CFR 31.6001-1
Admin. Services / Finance / General Accounting	FIN-018	Capital Assets - Annual Listing (Source Documents)	5 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department Preference; Meets auditing standards; GC §34090
Admin. Services / Finance / General Accounting	FIN-014	Checks / Warrant Register Report (Signed)	5 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Included in City Council Agenda Packet; GC §34090.7
Admin. Services / Finance / General Accounting	FIN-015	Checks / Warrants (Cashed / Returned / NSF)	5 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department Preference; Meets auditing standards; GC §34090
Admin. Services / Finance / General Accounting	FIN-016	Daily Cash Summaries, Bank Deposits, Bank Transmittal Advice, Cashier's Reports	5 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department preference; GC §§34090, 26 CFR 31.6001-1

RECORDS RETENTION SCHEDULE: ADMINISTRATIVE SERVICES / FINANCE (Administration, Budget, Accounting, Payroll, former Redevelopment Agency)

Office of Record (OFR)	Retention No.	Records Description	Total Retention	Vital?	Media Options	Image: I=Import M=Mfr S=Scan	Destroy Paper after Imaged & QC'd?	Comments / Reference
If the record is not listed here, refer to the Retention for City-Wide Standards								
Retentions begin when the act is completed, and imply a full file folder (e.g. last document + 2 years), since destruction is normally performed by file folder.								
HOLDS: Litigation, complaints, claims, public records act requests, audits and/or investigations suspend normal retention periods (retention resumes after settlement or completion).								
Admin. Services / Finance / General Accounting	FIN-017	Escheat (Unclaimed money / uncashed checks)	5 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department preference; All tangible property held by government agencies escheats after 3 years; Statute of Limitations is 1 year for seized property; CCP §§340(d), 1519; GC §34090
Admin. Services / Finance / General Accounting	FIN-019	Journal Entries / Journal Vouchers / Budget Adjustments	7 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department Preference to match Accounts Payable; meets municipal government auditing standards; Statute of Limitations is 4 years; GC §34090, CCP § 337
Admin. Services / Finance / General Accounting	FIN-020	Reports, Financial Reports Created by EDEN (before 2024) , General Ledgers Subsidiary Ledgers, Reconciliations, Registers, Transaction Histories, Balance Sheets, etc.	5 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department Preference; Meets auditing standards (Financial system CANNOT re-create reports accurately); GC §34090
Admin. Services / Finance / General Accounting	FIN-021	Reports, Financial Reports Created by Financial Software General Ledgers Subsidiary Ledgers, Reconciliations, Registers, Transaction Histories, Balance Sheets, etc.	When No Longer Required		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department Preference; Financial system can re-create reports accurately; GC §34090
Admin. Services / Finance / General Accounting	FIN-022	Reports: Annual State / Federal: State Controller's Report, Local Government Compensation Report, Gas Tax, MOE (Maintenance of Effort) Report, Fixed Charge Special Assessment Report, Public Self Insurer Report (SIP Report), Street Report, etc.	5 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department Preference; Meets auditing standards; GC §34090
Admin. Services / Finance / General Accounting	FIN-023	W-9s	Vendor Inactive + 5 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Meets IRS auditing standards; GC §34090
ADMINISTRATIVE SERVICES / FINANCE / PAYROLL								

RECORDS RETENTION SCHEDULE: ADMINISTRATIVE SERVICES / FINANCE (Administration, Budget, Accounting, Payroll, former Redevelopment Agency)

Office of Record (OFR)	Retention No.	Records Description	Total Retention	Vital?	Media Options	Image: I=Import M=Mfr S=Scan	Destroy Paper after Imaged & QC'd?	Comments / Reference
If the record is not listed here, refer to the Retention for City-Wide Standards								
Retentions begin when the act is completed, and imply a full file folder (e.g. last document + 2 years), since destruction is normally performed by file folder.								
HOLDS: Litigation, complaints, claims, public records act requests, audits and/or investigations suspend normal retention periods (retention resumes after settlement or completion).								
Admin. Services / Finance / Payroll	FIN-024	Timekeeping and Payroll Database	Indefinite - Minimum 7 years	Yes	Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Data Fields / Records are interrelated; Contains original Personnel Action Entries; 26 CFR 31-6001-1; 29 CFR 1602.31 & 1627.3(b)(1), GC §§ 3105, 12946, 12960, 34090; 53237.2(b), LC 1198.5
Admin. Services / Finance / Payroll	FIN-025	1095-C, 1094-C (Employer-Provided Health Insurance Offer / Coverage) / Transmittal Form)	5 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department Preference; Instructions state "Generally, keep copies of information returns you filed with the IRS or have the ability to reconstruct the data for at least 3 years, from the due date of the returns"; GC §34090
Admin. Services / Finance / Payroll	FIN-026	CalPERS Reports, PARS Reports, Annual Valuation Reports, Actuarial Valuation Reports, Annual Employer Statements	5 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Most recent records are stored on CalPERS website; Department Preference; Retained to match other auditing periods; GC §34090
Admin. Services / Finance / Payroll	FIN-027	Checks / Warrant Register Report - Payroll Only	5 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department Preference; GC §34090
Admin. Services / Finance / Payroll	FIN-028	Checks / Warrants - Cancelled - Payroll Only	5 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department Preference; GC §34090, 26 CFR 31.6001-1
Admin. Services / Finance / Payroll	FIN-029	DE-6, DE-7, DE-9 DE-43, W-3, / DE-166, 941 Forms, IRS 5500 Forms (Employee Benefit Plans), PERS / FICA / Medicare Adjustments - Quarterly Payroll Tax Returns / OASDI, Federal Tax Deposits, Adjustments, etc.	5 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department Preference; IRS: 4 yrs after tax is due or paid; Ca. FTB: 3 years; IRS Reg §31.6001-1(e)(2), R&T §19530; 29CFR 516.5 - 516.6, 29USC 436, GC §34090

**RECORDS RETENTION SCHEDULE: ADMINISTRATIVE SERVICES / FINANCE
(Administration, Budget, Accounting, Payroll, former Redevelopment Agency)**

Office of Record (OFR)	Retention No.	Records Description	Total Retention	Vital?	Media Options	Image: I=Import M=Mfr S=Scan	Destroy Paper after Imaged & QC'd?	Comments / Reference
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Retentions begin when the act is completed, and imply a full file folder (e.g. last document + 2 years), since destruction is normally performed by file folder.								
HOLDS: Litigation, complaints, claims, public records act requests, audits and/or investigations suspend normal retention periods (retention resumes after settlement or completion).								
Admin. Services / Finance / Payroll	FIN-031	Payroll Reports (includes Leave Registers, time Transaction Reports, etc.)	5 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department preference; (meets municipal government auditing standards); GC §34090
Admin. Services / Finance / Payroll	FIN-032	PERS Statements	5 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department Preference; GC §34090
Admin. Services / Finance / Payroll	FIN-033	Time Sheets / Time Cards / Overtime Sheets / Overtime Cards / Time Keeping Database	5 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department preference to facilitate grant audits or claim reimbursements; Meets auditing standards (audit + 4 years); IRS requires 4 years; Ca. requires 2 yr min.; FTB keeps 3 years; IRS Reg §31.6001-1(e)(2), R&T §19530; LC § 1174(d); 29 CFR 516.5; GC §34090; 8 CCR 11040.7(c); 29 CFR 516.5 & 516.6(c);
Admin. Services / Finance / Payroll	FIN-034	W-2s	5 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department Preference; IRS: 4 yrs after tax is due or paid; Ca. FTB: 3 years; IRS Reg §31.6001-1(e)(2), R&T §19530; 29CFR 516.5 - 516.6, 29USC 436, GC §34090
ADMINISTRATIVE SERVICES / FINANCE / former REDEVELOPMENT AGENCY / SUCCESSOR AGENCY								
Admin. Services / Finance / Former Redevelop.	FIN-035	Redevelopment Projects / Project Areas (Ensure Planning has all Environmental Documents, Engineering has all CIP Projects, / City Clerk has all Real Property records for Permanent retention)	Completion + 10 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department preference; GC §34090
Public Works / Engineering	FIN-036	Redevelopment Projects / Project Areas CIP Projects built by Redevelopment Agency, if any	Send to Engineering		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department preference; GC §34090

**RECORDS RETENTION SCHEDULE: ADMINISTRATIVE SERVICES / FINANCE
(Administration, Budget, Accounting, Payroll, former Redevelopment Agency)**

Office of Record (OFR)	Retention No.	Records Description	Total Retention	Vital?	Media Options	Image: I=Import M=Mfr S=Scan	Destroy Paper after Imaged & QC'd?	Comments / Reference
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Retentions begin when the act is completed, and imply a full file folder (e.g. last document + 2 years), since destruction is normally performed by file folder.								
HOLDS: Litigation, complaints, claims, public records act requests, audits and/or investigations suspend normal retention periods (retention resumes after settlement or completion).								
Community Develop. / Planning	FIN-037	Redevelopment Projects / Project Areas Environmental Documents / CEQA Permits, EIRs, Categorical Exemptions, Negative Declarations, etc.	Send to Planning		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department preference; GC §34090
City Clerk	FIN-038	Redevelopment Projects / Project Areas Real Property: Deeds, Easements, Rights of Way	Send to City Clerk		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department preference; GC §34090

Office of Record (OFR)	Retention No.	Records Description	Total Retention	Vital?	Media Options	Image: I=Import M=Mfr S=Scan	Destroy Paper after Imaged & QC'd?	Comments / Reference
<i>If the record is not listed here, refer to the Retention for City-Wide Standards</i>								
<i>Retentions begin when the act is completed, and imply a full file folder (e.g. last document + 2 years), since destruction is normally performed by file folder.</i>								
HOLDS : <i>Litigation, complaints, claims, public records act requests, audits and/or investigations suspend normal retention periods (retention resumes after settlement or completion).</i>								
ADMINISTRATIVE SERVICES / HUMAN RESOURCES								
Admin. Services / Human Resources	HR-001	Human Resources Database / ERP Database (Tyler Munis - Tyler Eden is Legacy Database)	Indefinite - Minimum 7 years	Yes	Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Data Fields / Records are interrelated; Contains original Personnel Action Entries; 26 CFR 31-6001-1; 29 CFR 1602.31 & 1627.3(b)(1), GC §§ 3105, 12946, 12960, 34090; 53237.2(b), LC 1198.5
Admin. Services / Human Resources	HR-002	Benefit Plan Documents (CalPERS, Dental, Vision, etc.)	Duration of the Contract + 6 years	Yes: For Duration of Contract	Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	EEOC / ADEA (Age) requires 1 year after benefit plan termination; Federal law requires 6 years after filing date for retirement; State Law requires 4 years after personnel actions; 29 CFR 1627.3(b)(2); 29 USC 1027; 28 CCR 1300.85.1; GC §34090
Admin. Services / Human Resources	HR-003	California Civil Rights Department (CRD) / Department of Fair Employment / Housing (DFEH / EEOC) Claims / Harassment Claims	Final Resolution + 4 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department preference to match retention for personnel files; All State and Federal laws require retention until final disposition of formal complaint; State requires 4 years after "fully and finally disposed"; 2 CCR 11013(c); GC §§12946, 12960, 34090
Admin. Services / Human Resources	HR-004	Classification / Reorganization Studies (for employee classifications / department structures)	Minimum 3 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department preference; Bureau of National Affairs recommends 2 years for all supplementary Personnel records; Wage rate tables are 1 or 2 years; State requires 2 years; 29 CFR 516.6, 29 CFR 1602.14, GC §§12946, 12960, 34090

Office of Record (OFR)	Retention No.	Records Description	Total Retention	Vital?	Media Options	Image: I=Import M=Mfr S=Scan	Destroy Paper after Imaged & QC'd?	Comments / Reference
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<i>Retentions begin when the act is completed, and imply a full file folder (e.g. last document + 2 years), since destruction is normally performed by file folder.</i>								
HOLDS : <i>Litigation, complaints, claims, public records act requests, audits and/or investigations suspend normal retention periods (retention resumes after settlement or completion).</i>								
Admin. Services / Human Resources	HR-005	Compensation Surveys / Studies	Minimum 3 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department preference; Bureau of National Affairs recommends 2 years for all supplementary Personnel records; Wage rate tables are 1 or 2 years; State requires 2 years; 29 CFR 516.6(2), 29 CFR 1602.14, GC §§12946, 12960, 34090
Admin. Services / Human Resources	HR-006	Contracts for Investigators (Employees Only) Excludes Police	Completion + 5 years	Yes: Before Completion	Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department preference; Statute of Limitations for contractual obligations is 4 years; CCP §§337. 337.1(a), 337.15, 343; GC §34090
Admin. Services / Human Resources	HR-007	DE-34 (California EDD Report of New Employees)	5 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department Preference; Instructions state "Generally, keep copies of information returns you filed with the IRS or have the ability to reconstruct the data for at least 3 years, from the due date of the returns"; GC §34090
Admin. Services / Human Resources	HR-008	Deferred Compensation (City Statements)	5 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Produced by Deferred Comp. Provider; GC §304090, 26 CFR 31.6001.1
Admin. Services / Human Resources	HR-009	DMV Pull Notices	When Superseded or Upon Separation		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Transitory or source records not retained in the ordinary course of business; CHP audits every 2 years; Bureau of National Affairs recommends 2 years for all supplementary Personnel records; GC §34090
Admin. Services / Human Resources	HR-010	EDD Claims / Forms (Employment Development Department) / Unemployment Claims	Close + 5 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department Preference; meets municipal government auditing standards; GC §34090

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HOLDS : <i>Litigation, complaints, claims, public records act requests, audits and/or investigations suspend normal retention periods (retention resumes after settlement or completion).</i>								
Admin. Services / Human Resources	HR-011	Employee Investigations	Final Resolution + 4 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	State Law requires 4 years; statute of limitations for EEOC/FLSA/ADEA (Age) requires 3 years for promotion, demotion, transfer, selection, or discharge; State Law requires 4 years; 29 CFR 1602.31 & 1627.3(b)(1), GC §§12946, 12960, 34090;
Admin. Services / Human Resources	HR-012	Ethics Training Certificates / Harassment Prevention Training Certificates	Separation + 5 years		Mag, Mfr, OD, Ppr	S	Yes: After QC & OD	GC §§ 3105, 12946, 12960, 34090, 53235.2(b), 53237.2(b); LC 1198.5
Admin. Services / Human Resources	HR-013	Garnishments, Child Support, Court Orders regarding Employee Wages	Completion + 5 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department preference; GC §34090
Admin. Services / Human Resources	HR-014	Grievances	Final Resolution + 4 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	State Law requires 4 years; EEOC/FLSA/ADEA (Age) requires 3 years for promotion, demotion, transfer, selection, or discharge; 29 CFR 1602.31 & 1627.3(b)(1), GC §§ 3105, 12946, 12960, 34090; LC 1198.5; 26 CFR 31-6001-1; 53235.2(b); 53237.2(b)
Admin. Services / Human Resources	HR-015	I-9s	Separation + 3 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Required for 1 year from termination or 3 years from hiring, whichever is later; EEOC / FLSA / ADEA (Age) requires 3 years for "any other forms of employment inquiry"; State Law requires 2 -3 years; 8 CFR 274a.2; 29 CFR 1627.3(b)(1); GC §§12946, 12960, 34090
Admin. Services / Human Resources	HR-016	Job Descriptions / Job Classification / Job Specifications	Minimum Superseded + 4 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department preference; State Law requires 4 years from any Personnel Action; 29 CFR 1602.31 & 1627.3(b)(1), GC §§12946, 12960, 34090;

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HOLDS : <i>Litigation, complaints, claims, public records act requests, audits and/or investigations suspend normal retention periods (retention resumes after settlement or completion).</i>								
Admin. Services / Human Resources	HR-017	Labor Relations / Negotiation Notes	10 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department Preference; GC §34090 et seq.
Admin. Services / Human Resources	HR-018	Litigation - Employee Related OTHER than Final Settlement , Records with Significant Historical Value)	Final Resolution + 4 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	State Law requires 4 years; statute of limitations for EEOC/FLSA/ADEA (Age) requires 3 years for promotion, demotion, transfer, selection, or discharge; State Law requires 4 years; 29 CFR 1602.31 & 1627.3(b)(1), GC §§12946, 12960, 34090;
Admin. Services / Human Resources	HR-019	Litigation - Employee Related - Final Settlement, Records with Significant Historical Value	P		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department Preference; GC §34090 et seq.
Admin. Services / Human Resources	HR-020	Personnel Files - Employee Background File (All employees) Background Files which include LiveScan Responses / CORIs (Criminal Offender Record Information)	Separation + 6 years	Yes: Until Separation	Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department Preference; consistent with Personnel Files; EEOC/FLSA/ADEA (Age) requires 3 years for promotion, demotion, transfer, selection, or discharge; State Law requires 4 years; W-4s are required four years after the due date of such tax for the return period to which the records relate, or the date such tax is paid, whichever is the later. 26 CFR 31-6001-1; 29 CFR 1602.31 & 1627.3(b)(1), GC §§ 3105, 12946, 12960, 34090; 53237.2(b), LC 1198.5

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<i>Retentions begin when the act is completed, and imply a full file folder (e.g. last document + 2 years), since destruction is normally performed by file folder.</i>								
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Admin. Services / Human Resources	HR-021	Personnel Files - Employee File (Official Personnel File) Includes Application, Discipline, Evaluations, Policy Acknowledgements,, PAF / Personnel Action Forms, Training Certificates, etc.)	Separation + 6 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department Preference; statute of limitations for retirement benefits is 6 years from last action; State Law requires 4 years; EEOC/FLSA/ADEA (Age) requires 3 years for promotion, demotion, transfer, selection, or discharge; W-4s are required four years after the due date of such tax for the return period to which the records relate, or the date such tax is paid, whichever is the later. 26 CFR 31-6001-1; 29 CFR 1602.31 & 1627.3(b)(1), GC §§ 3105, 12946, 12960, 34090; 53237.2(b), LC 1198.5
Admin. Services / Human Resources	HR-022	Personnel Files - Medical File / Long Term / Short Term Disability Claims Medical Records, Pre-Employment Medical Clearance; ADA Accommodations, Fit for Duty, Respiratory Fit Tests, etc.	Separation + 30 years; OR Termination of Benefits + 5 years (whichever is longer)	Yes: Until Separation	Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Medical Files for all employees are required to be maintained at least the duration of employment plus thirty (30) years; Files maintained separately; Claims can be made for 30 years for toxic substance exposure; 8 CCR §3204(d)(1) et seq., 8 CCR 5144, 8 CCR 15400.2; 29 CFR 1910.1020(d)(1)(i), GC §§12946, 12960, 34090
Admin. Services / Human Resources	HR-023	Recruitment / NeoGov Database	5 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department preference; State Law requires 4 years for employment actions; EEOC / FLSA / ADEA (Age) requires 1-3 years; 29 CFR 1627.3(b)(1), 29 CFR 1602.14 et seq.2 CCR 11013(c); GC §§12946, 12960, 34090

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<i>If the record is not listed here, refer to the Retention for City-Wide Standards</i>								
<i>Retentions begin when the act is completed, and imply a full file folder (e.g. last document + 2 years), since destruction is normally performed by file folder.</i>								
HOLDS : <i>Litigation, complaints, claims, public records act requests, audits and/or investigations suspend normal retention periods (retention resumes after settlement or completion).</i>								
Admin. Services / Human Resources	HR-024	Recruitment / Testing File Includes Advertisements, Applications for Unsuccessful Candidates, Backgrounds for unsuccessful candidates, Interview Notes, Job Brochures, Test Data, Testing Analysis / statistical Metric, Job Analysis, Rating Sheets, Scantrons, Background Checks, etc.	Expiration of Eligibility List + 4 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	State Law requires 4 years for employment actions; EEOC / FLSA / ADEA (Age) requires 1-3 years; 29 CFR 1627.3(b)(1), 29 CFR 1602.14 et seq.2 CCR 11013(c); GC §§12946, 12960, 34090
Admin. Services / Human Resources	HR-025	Verification of Employment from outside companies / Employment Verifications from outside companies (for employee car purchases, etc.)	When No Longer Required		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Content Not Substantive; does not pertain to the conduct of City business; City of San Jose vs. Superior Court, 5 Cal. 5th 608 (2017); GC §34090
Admin. Services / Human Resources	HR-026	Volunteer / Unpaid Intern Applications / Agreements - Unsuccessful / Pending Applicants	3 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Courts may treat volunteers as employees in some actions; EEOC/FLSA/ADEA (Age) requires 3 years for promotion, demotion, transfer, selection, or discharge; State Law requires 2 -3 years; 29 CFR 1602.31 & 1627.3(b)(1), 8 CCR §3204(d)(1) et seq., GC §§12946, 12960, 34090
Admin. Services / Human Resources	HR-027	Volunteer / Unpaid Intern Applications / Agreements (includes emergency contact information) - Successful Applicants	Inactive / Separation + 3 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Courts may treat volunteers as employees in some actions; EEOC/FLSA/ADEA (Age) requires 3 years for promotion, demotion, transfer, selection, or discharge; State Law requires 2 -3 years; retirement benefits is 6 years from last action; 29 CFR 1602.31 & 1627.3(b)(1), 8 CCR §3204(d)(1) et seq., GC §§12946, 12960, 34090; 29 USC 1113

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<i>Retentions begin when the act is completed, and imply a full file folder (e.g. last document + 2 years), since destruction is normally performed by file folder.</i>								
HOLDS : <i>Litigation, complaints, claims, public records act requests, audits and/or investigations suspend normal retention periods (retention resumes after settlement or completion).</i>								
Admin. Services / Human Resources	HR-028	W-4s	No Longer in Effect + 4 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	IRS Regulation 31-6001-1 four years after the due date of such tax for the return period to which the records relate, or the date such tax is paid, whichever is the later. GC §34090; 26 CFR 31.6001-1

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<i>If the record is not listed here, refer to the Retention for City-Wide Standards</i>								
<i>Retentions begin when the act is completed, and imply a full file folder (e.g. last document + 2 years), since destruction is normally performed by file folder.</i>								
HOLDS: Litigation, complaints, claims, public records act requests, audits and/or investigations suspend normal retention periods (retention resumes after settlement or completion).								
ADMINISTRATIVE SERVICES / RECREATION								
Admin. Services / Recreation	REC-001	Registration Database - Recreation Applications, Waivers, Registration (Civic Rec)	Indefinite - Minimum 2 years	Yes	Mag, Mfr, OD, Ppr	S / I	Yes: After QC'd & OD	Department preference; GC §34090
Admin. Services / Recreation	REC-002	Activity Guide / Class Guide / Program Guide / Art Exhibit Brochures, etc.	Minimum 2 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC'd & OD	Department preference; GC §34090
Admin. Services / Recreation	REC-003	Applications / Participants' Registration / Liability Forms / Release of Liability Forms / Photo Releases / Waivers of Liability / Permissions: Camps, Field Trips, Authorization to give Medicine, etc.	2 years	Yes: During Class or Program	Mag, Mfr, OD, Ppr	S / I	Yes: After QC'd & OD	GC §34090
Admin. Services / Recreation	REC-004	Contracts for Performances / Instructors	Completion + 2 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department preference; GC §34090
Admin. Services / Recreation	REC-005	Evaluations / Surveys (Programmatic Evaluations of Art, Recreation / Theatre programs)	2 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC'd & OD	GC §34090 et. seq.
Admin. Services / Recreation	REC-006	Facility Use Requests / Field Rentals / Facility Use Applications / Permits / Requests (Includes Insurance Certificates / ABC Permits where appropriate)	2 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC'd & OD	GC §34090 et. seq.
Admin. Services / Recreation	REC-007	Incident Reports / Disruptive Patrons	Minimum 2 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC'd & OD	GC §34090
Admin. Services / Recreation	REC-008	Liability Waivers (if separate from another record)	2 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC'd & OD	GC §34090

RECORDS RETENTION SCHEDULE: ADMINISTRATIVE SERVICES / RECREATION

Office of Record (OFR)	Retention No.	Records Description	Total Retention	Vital?	Media Options	Image: I=Import M=Mfr S=Scan	Destroy Paper after Imaged & QC'd?	Comments / Reference
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<i>Retentions begin when the act is completed, and imply a full file folder (e.g. last document + 2 years), since destruction is normally performed by file folder.</i>								
HOLDS: <i>Litigation, complaints, claims, public records act requests, audits and/or investigations suspend normal retention periods (retention resumes after settlement or completion).</i>								
Admin. Services / Recreation	REC-009	Program Manager's Files: Activity / Special Programs / Event Files: After-School, Children's Programs, Gardening, Health Programs, Sports Programs, etc. IF the Content relates in a SUBSTANTIVE way to the conduct of the public's business	Minimum 2 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC'd & OD	Department preference; GC §34090
Admin. Services / Recreation	REC-010	Reports generated from Registration Database	When No Longer Required		Mag, Mfr, OD, Ppr	S / I	Yes: After QC'd & OD	Content Not Substantive / Preliminary drafts / Transitory records (The database is the original record); GC §34090
Admin. Services / Recreation	REC-011	Rosters / Sign-in / Sign-Out Sheets for classes / programs	2 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC'd & OD	GC §34090
Admin. Services / Recreation	REC-012	Schedules / Hours (classes / staff)	When No Longer Required		Mag, Mfr, OD, Ppr	S / I	Yes: After QC'd & OD	Content not substantive; Preliminary drafts not retained in the ordinary course of business; GC §34090
Admin. Services / Recreation	REC-013	Youth Advisory Commission Agendas and Minutes (NOT a City Council created or appointed Advisory Board)	2 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC'd & OD	GC §34090

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HOLDS : <i>Litigation, complaints, claims, public records act requests, audits and/or investigations suspend normal retention periods (retention resumes after settlement or completion).</i>								
ADMINISTRATIVE SERVICES / RISK MANAGEMENT								
Admin. Services / Risk Management	RM-001	OSHA Citations / Inspections	5 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	OSHA requires 5 years; State law requires 2 years; 8 CCR §3203(b)(1), OMB 1220-0029; GC §34090; LC §6429c
Admin. Services / Risk Management	RM-002	Safety Committee / Safety Steering Committee	5 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department preference; GC §34090 et seq.
Admin. Services / Risk Management	RM-003	Safety Investigations	5 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	OSHA requires 5 years; State law requires 2 years; 8 CCR §3203(b)(1), 29 CFR 1904.33, OMB 1220-0029, 8 CCR 14300.33; GC §34090 et seq.; LC §6429c
Admin. Services / Risk Management	RM-004	Workers Compensation Claims (Includes all Accident, Incident, / Injury Reports from Employees)	Separation + 30 years; OR Termination of Benefits + 5 years (whichever is longer)	Yes: Until Separation	Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department preference; Files maintained separately; Claims can be made for 30 years for toxic substance exposure; 8 CCR §3204(d)(1) et seq., 8 CCR 5144, 8 CCR 15400.2; 29 CFR 1910.1020(d)(1)(i), GC §§12946, 12960, 34090
Admin. Services / Risk Management	RM-005	Workplace Violence – Hazard identification, evaluation, correction, incident logs, investigations, Training, etc.	5 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	LC §6401.9(f), GC §34090

RECORDS RETENTION SCHEDULE: CITY MANAGER

Office of Record (OFR)	Retention No.	Records Description	Total Retention	Vital?	Media Options	Image: I=Import M=Mfr S=Scan	Destroy Paper after Imaged & QC'd?	Comments / Reference
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<i>Retentions begin when the act is completed, and imply a full file folder (e.g. last document + 2 years), since destruction is normally performed by file folder.</i>								
<i>HOLDS: Litigation, complaints, claims, public records act requests, audits and/or investigations suspend normal retention periods (retention resumes after settlement or completion).</i>								
CITY MANAGER								
City Manager	CM-001	Comprehensive Emergency Management Plan (includes Office of Emergency Management / Homeland Security)	When Superseded	Yes (all)	Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	GC §34090
City Manager	CM-002	EOC Activations (Excludes FEMA Claims or EOC Claims)	10 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department Preference; GC §34090
City Manager	CM-003	Projects, Programs, Subject / Issues (Issues / projects will vary over time - e.g. Sister City, Goals / Objectives, , etc.)	Minimum 2 years	Yes: While Active Issues	Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department Preference; GC §34090

RECORDS RETENTION SCHEDULE: CITY MANAGER / CITY CLERK (Elections)

Office of Record (OFR)	Retention No.	Records Description	Total Retention	Vital?	Media Options	Image: I=Import M=Mfr S=Scan	Destroy Paper after Imaged & QC'd?	Comments / Reference
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HOLDS: <i>Litigation, complaints, claims, public records act requests, audits and/or investigations suspend normal retention periods (retention resumes after settlement or completion).</i>								
CITY MANAGER / CITY CLERK								
City Manager / City Clerk	CC-000	Accident / Incident Reports (Accidents / Incidents) - MEMBERS OF THE PUBLIC That don't result in a Claim	2 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	GC §34090
City Manager / City Clerk	CC-001	Agenda Packets: City Council, Redevelopment Agency, Successor Agency, Oversight Board, Planning Commission Includes Appeals, Budgets, Annual Financial Reports (CAFR, ACFR)	P		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department preference; GC §34090
City Manager / City Clerk	CC-002	Agreements / Contracts, Amendments - ALL: AFTER SCANNING / IMAGING, / INFRASTRUCTURE, JPAs, MOUs Agreement / Contract includes all contractual obligations (e.g. Scope of Work / all attachments / exhibits) Examples of Infrastructure: Architects, buildings, bridges, covenants, development, environmental, Joint Powers, MOUs, park improvements, property / property restrictions, redevelopment, reservoirs, sewers, sidewalks, street / alley improvements, settlement, subdivisions, utilities, water, etc.	P	Yes: Before Completion	Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department Preference; All infrastructure contracts should be permanent for emergency response; Statute of Limitations is 10 years for Errors & Omissions; 4 years for all contracts; CCP §§337. 337.1(a), 337.15, 343; GC §34090, Contractor has retention requirements in 48 CFR 4.703(a)
City Manager / City Clerk	CC-004	Board / Commission / Committee Recruitment / Applications (All, whether appointed / not)	Minimum 2 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	GC §34090
City Manager / City Clerk	CC-005	Board / Commission / Committee Maddy Act Lists / Vacancy Notices	2 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	GC §34090

RECORDS RETENTION SCHEDULE: CITY MANAGER / CITY CLERK (Elections)

Office of Record (OFR)	Retention No.	Records Description	Total Retention	Vital?	Media Options	Image: I=Import M=Mfr S=Scan	Destroy Paper after Imaged & QC'd?	Comments / Reference
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HOLDS: <i>Litigation, complaints, claims, public records act requests, audits and/or investigations suspend normal retention periods (retention resumes after settlement or completion).</i>								
City Manager / City Clerk	CC-006	Bonds: Labor / Materials, Performance Bonds, Letters of Credit, Encroachment Permits, Monitoring Bonds	Release of Bond / Letter of Credit		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Security; GC §34090
City Manager / City Clerk	CC-007	City Articles of Incorporation	P		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department preference; GC §34090
City Manager / City Clerk	CC-008	Claim for Damages / Claims Against the City	Final Resolution + 5 years	Yes: Until Resolution	Mag, Mfr, OD, Ppr	S	Yes: After QC & OD	Department Preference; Meets municipal government auditing standards; Statute of Limitations is 4 years; CCP §§337 et seq., 343; GC §34090,
City Manager / City Clerk	CC-009	FPPC Economic Interest Filings (FPPC 700 Series Forms - Statement of Economic Interests): DESIGNATED EMPLOYEES / CONSULTANTS (specified in the City's Conflict of Interest code)	7 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC	City maintains original statements; GC §81009(e)&(g)
City Manager / City Clerk	CC-010	FPPC Economic Interest Filings (FPPC 700 Series Forms - Statement of Economic Interests): ELECTRONICALLY FILED / DATABASE	10 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC	Department preference; Only Campaign Statements filed electronically are required for 10 years; GC §81009(f)(g); GC §84615
City Manager / City Clerk	CC-011	FPPC Economic Interest Filings (FPPC 700 Series Forms - Statement of Economic Interests): PUBLIC OFFICIALS / 87200 Filers (elected / not elected. Includes City Council Members, Planning Commission Members, City Manager, City Treasurer / City Attorney)	7 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC	Standard municipal government practice; City maintains copies only; original statements are filed with FPPC; GC §81009(f)&(g)
City Manager / City Clerk	CC-012	FPPC Form 801 (Gift to Agency Report)	7 years		Mag, Ppr	S / I	Yes: After QC	Must post on website; GC §81009(e)

RECORDS RETENTION SCHEDULE: CITY MANAGER / CITY CLERK (Elections)

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HOLDS: <i>Litigation, complaints, claims, public records act requests, audits and/or investigations suspend normal retention periods (retention resumes after settlement or completion).</i>								
City Manager / City Clerk	CC-013	FPPC Form 802 (Event Ticket / Pass Distributions Agency Report)	7 years		Mag, Ppr	S / I	Yes: After QC	Should post on website for 4 years; GC §81009(e)
City Manager / City Clerk	CC-014	FPPC Form 803 (Behested Payment Report)	7 years		Mag, Ppr	S / I	Yes: After QC	GC §81009(e)
City Manager / City Clerk	CC-015	FPPC Form 806 (Agency Report of Public Official Appointments)	7 years		Mag, Ppr	S / I	Yes: After QC	Must post on website; 2 CCR 18705.5; 2 CCR 18702.5(b)(3); GC §34090; GC §81009(e)
CITY CLERK / ELECTIONS								
City Manager / City Clerk / Elections	CC-016	Campaign Filings (FPPC 400 Series Forms / Form 501): SUCCESSFUL CANDIDATES (Elected Officials)	P		Mag, Mfr, OD, Ppr	S / I	Yes: After QC	GC §81009(b)&(g)
City Manager / City Clerk / Elections	CC-017	Campaign Filings (FPPC 400 Series Forms, 501 Form): UNSUCCESSFUL CANDIDATES	5 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC	Candidates without committees are not required to file their statements, reports or copies online or electronically; Paper must be retained for at least 2 years; GC §81009(b)&(g)
City Manager / City Clerk / Elections	CC-018	Campaign Filings (FPPC 400 Series Forms, 501 Form): UNSUCCESSFUL CANDIDATES, ELECTRONICALLY FILED - WITH / WITHOUT Committees	10 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC	Campaign statements must be posted on the City's website within 72 hours and remain on line for 4 years; Statements filed electronically are required for 10 years; GC §81009(b)&(g); GC §84615
City Manager / City Clerk / Elections	CC-019	Campaign Filings (FPPC 400 Series Forms): THOSE NOT REQUIRED TO FILE ORIGINAL WITH CITY CLERK (copies)	4 years		Mag, Mfr, OD, Ppr	S / I	Yes: After 2 years	GC §81009(f)&(g)
City Manager / City Clerk / Elections	CC-020	Campaign Filings (FPPC 400 Series Forms): OTHER COMMITTEES (PACS - not candidate-controlled)	7 years		Mag, Mfr, OD, Ppr	S / I	Yes: After 2 years	GC §81009(c)&(g)

RECORDS RETENTION SCHEDULE: CITY MANAGER / CITY CLERK (Elections)

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HOLDS: <i>Litigation, complaints, claims, public records act requests, audits and/or investigations suspend normal retention periods (retention resumes after settlement or completion).</i>								
City Manager / City Clerk / Elections	CC-021	Candidate File: Nomination Papers, Candidate Statement Forms, Ballot Designation Forms, etc. - SUCCESSFUL CANDIDATES	Term of Office + 4 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department Preference; CA law states term of office and 4 years after the expiration of term and does not delineate between the two; EC §17100
City Manager / City Clerk / Elections	CC-022	Candidate File: Nomination Papers, Candidate Statement Forms, Ballot Designation Forms, etc. - UNSUCCESSFUL CANDIDATES	Election + 4 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	CA law states term of office and 4 years after the expiration of term and does not delineate between the two; EC §17100
City Manager / City Clerk / Elections	CC-023	Elections - GENERAL, WORKING / ADMINISTRATION Files (Correspondence, Applications to fill a Vacancy on the City Council, Precinct Maps, County Election Services, Candidate Statements to be printed in the Sample Ballot, Polling Locations / Precinct Board Members, Notices, Postings, etc.)	Minimum 2 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	GC §34090
City Manager / City Clerk / Elections	CC-024	Elections - Petitions (Initiative, Recall / Referendum) - IF INSUFFICIENT - IF Examined by Proponents	Final Examination + 1 year after petition examination		Ppr			Not accessible to the public; 1 year after examination if the proponents choose to examine the petitions, unless there is a legal or FPPC proceeding. EC §§17200(b)(3), 17400
City Manager / City Clerk / Elections	CC-025	Elections - Petitions (Initiative, Recall / Referendum) - IF INSUFFICIENT - NOT Examined by Proponents	Determination of Insufficiency + 8 months		Ppr			Not accessible to the public; The 8 month retention applies after the City Clerk makes the determination of insufficiency / examines the petitions. unless there is a legal or FPPC proceeding. EC §§17200(b)(3), 17400
City Manager / City Clerk / Elections	CC-026	Elections - Petitions (Initiative, Recall / Referendum) - IF SUFFICIENT	Results + 8 months		Ppr			Not accessible to the public; The 8 month retention applies after election results, or final examination if no election, unless there is a legal or FPPC proceeding. EC §§17200(b)(3), 17400

RECORDS RETENTION SCHEDULE: CITY MANAGER / CITY CLERK (Elections)

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City Manager / City Clerk / Elections	CC-027	Elections - Prop. 218 (Property-based fees - Improvement Districts: Protest Letters / Ballots, Tabulation (Notices / Mailing lists are retained in the Lead Dept.)	2 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	GC §53753(e)(2)
(End of Elections Section)								
City Manager / City Clerk	CC-028	Enterprise System Catalogue (Listing of Enterprise-wide Software, posted on line - SB 272)	When Superseded		Mag.			GC §34090 et seq.
City Manager / City Clerk	CC-029	Ethics Training Certificates for City Council, Board / Commission Members, Employees PRIOR to Human Resources becoming the Office of Record (2023)	5 years		Mag, Mfr, OD, Ppr	S	Yes: After QC & OD	GC §§ 3105, 12946, 12960, 34090, 53235.2(b)
City Manager / City Clerk	CC-030	Historical Records / Archives, Photographs, / Historical Projects (e.g. City Anniversaries, Incorporation, City Seal, Awards of significant historical interest, Grand Openings, etc.)	P		Mag, Mfr, OD, Ppr	S / I	Yes: After QC'd & OD	City Clerk determines historical significance; records can address a variety of subjects and media. Some media (e.g. audio and video tape) may be limited because of the media's life expectancy; GC §34090
City Manager / City Clerk	CC-031	Minutes: City Council, Redevelopment Agency, Successor Agency, Oversight Board, Planning Commission	P		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	GC §34090(e)
City Manager / City Clerk	CC-032	Oaths of Office / Disaster Service Worker Oaths (All employees / officials)	Separation + 4 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department Preference; Statute of Limitations: Public official misconduct is discovery of offense + 4 years, GC §§36507, 26202; PC §§801.5, 803(c); 29 USC 1113
City Manager / City Clerk	CC-033	Ordinances	P		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	GC §34090(e)

RECORDS RETENTION SCHEDULE: CITY MANAGER / CITY CLERK (Elections)

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<i>Retentions begin when the act is completed, and imply a full file folder (e.g. last document + 2 years), since destruction is normally performed by file folder.</i>								
HOLDS: <i>Litigation, complaints, claims, public records act requests, audits and/or investigations suspend normal retention periods (retention resumes after settlement or completion).</i>								
City Manager / City Clerk	CC-034	Petitions (submitted to Council on any subject - Dog Parks, Parking, Traffic Calming, etc.) See Elections for Initiative, Recall / Referendum Petitions	1 year		Mag, Ppr			Law requires 1 year for petitions; GC §50115
City Manager / City Clerk	CC-035	Proclamations / Certificates	2 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	GC §34090
City Manager / City Clerk	CC-036	Public Records Requests / Subpoenas Duces Tecum / Summons (Next Request)	2 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	GC §34090
City Manager / City Clerk	CC-037	Recorded Documents: Deeds, Easements, Final Order of Condemnation, Full Reconveyance, Liens, Notice of Completion, Rights of Way, etc.	P		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	GC §34090(a)
City Manager / City Clerk	CC-038	Recordings: Audio Recordings: City Council, Redevelopment Agency, Successor Agency, Oversight Board, Planning Commission	2 years		Mag			Department preference; Audio Required for 30 days; GC §54953.5(b); video recordings of meetings are required for 90 days; GC §34090.7
City Manager / City Clerk	CC-039	Recordings: Video Recordings: City Council, Redevelopment Agency, Successor Agency, Oversight Board, Planning Commission	10 years		Mag			Department preference; Audio Required for 30 days; GC §54953.5(b); video recordings of meetings are required for 90 days; GC §34090.7
City Manager / City Clerk	CC-040	Records Destruction Authorization Forms / Certifications (All Departments)	10 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC'd & OD	Department preference; GC §34090
City Manager / City Clerk	CC-041	Records Retention Amendment Authorization Forms	10 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC'd & OD	Department preference; GC §34090
City Manager / City Clerk	CC-042	Redistricting Web Page / Council District Boundary Web Page (Map, Redistricting Process, Agendas, Calendars, Notice, etc.)	10 years		Mag, Ppr			EC §21160(i); GC §34090

**RECORDS RETENTION SCHEDULE: CITY MANAGER / CITY CLERK
(Elections)**

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<i>If the record is not listed here, refer to the Retention for City-Wide Standards .</i>								
<i>Retentions begin when the act is completed, and imply a full file folder (e.g. last document + 2 years), since destruction is normally performed by file folder.</i>								
HOLDS: <i>Litigation, complaints, claims, public records act requests, audits and/or investigations suspend normal retention periods (retention resumes after settlement or completion).</i>								
City Manager / City Clerk	CC-043	Resolutions: City Council, Redevelopment Agency, Successor Agency, Oversight Board, Planning Commission	P		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	GC §34090(e)

RECORDS RETENTION SCHEDULE: ECONOMIC DEVELOPMENT

Office of Record (OFR)	Retention No.	Records Description	Total Retention	Vital?	Media Options	Image: I=Import M=Mfr S=Scan	Destroy Paper after Imaged & QC'd?	Comments / Reference
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<i>Retentions begin when the act is completed, and imply a full file folder (e.g. last document + 2 years), since destruction is normally performed by file folder.</i>								
<i>HOLDS: Litigation, complaints, claims, public records act requests, audits and/or investigations suspend normal retention periods (retention resumes after settlement or completion).</i>								
ECONOMIC DEVELOPMENT								
Economic Development	ED-001	Economic Development Projects (Records related to Business Recruitment or Retention)	Minimum 2 years		Mag, Mfr, OD, Ppr	S/I	Yes: After QC & OD	Department preference; GC §34090

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CITY MANAGER / INFORMATION TECHNOLOGY								
City Manager / Information Technology	IT-001	Backups / Computer Disaster Recovery Backups	When No Longer Required	Yes	Mag.			Used for Disaster Recovery Purposes Only; Considered a copy and can be destroyed when no longer required; GC §34090 et seq.
City Manager / Information Technology	IT-002	Network Configuration Maps / Plans	When No Longer Required		Mag.			Preliminary documents not retained in the ordinary course of business; GC §34090 et seq.
City Manager / Information Technology	IT-003	UNALTERABLE MEDIA / IMMUTABLE MEDIA (Cloud Immutable Backup) / (WORM / DVD-r / CD-r / Blue Ray-R / Optical Disk) / other unalterable media that does not permit additions, deletions, / changes	Follows Retention of Official Electronic Record		OD			For legal compliance for Trustworthy Electronic Records (when the electronic record serves as the official record); must be stored in a "safe and separate location"; GC 34090, 12168.7, EVC 1550, 2 CCR 22620 et seq.
City Manager / Information Technology	IT-004	Recordings - Video Recordings - Regular and Ongoing Operations / Building Security See City Clerk's schedule for City Council Video Recordings	1 year		Mag			Records regular and ongoing operations or Building Security; GC §34090.6 et seq,
City Manager / Information Technology	IT-005	Recordings - Video Recordings - Public Areas / Public Activity (Does not record regular /j ongoing operations)	When No Longer Required		Mag			Does not record regular and ongoing operations; GC §34090.6 et seq,

RECORDS RETENTION SCHEDULE: COMMUNITY DEVELOPMENT (Building, Business License, Code Enforcement, Planning, Redevelopment, Successor Agency)

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COMMUNITY DEVELOPMENT / BUILDING								
Lead Dept.	CD-001	Permit Database (Tyler EnerGov, / Eden is Legacy)	Indefinite (Perm)	Yes (all)	Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department Preference - Data is interrelated; CBC §§ 1.8.4.3.1, 104.7, and 107.5 Building Permits are required to be retained Permanently, or Life of the Structure; GC §34090, H&S §19850
Community Development / Building	CD-002	Address Files / Building Permits / Applications	P	Yes (all)	Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	GC §34090, CBC §104.7, H&S §19850
Community Development / Building	CD-007	Building Plans - Finalled - INDUSTRIAL, COMMERCIAL, MULTI-FAMILY DWELLINGS, PLACES OF PUBLIC ACCOMMODATION	P	Yes (all)	Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Law requires for the life of the building for commercial and common interest dwellings only; CBC §§ 1.8.4.3.1, 104.7 & 107.5, H&S§19850, GC §34090
Community Development / Building	CD-008	Building Plans - Cancelled / Withdrawn AFTER to Building Permit Issuance	Upon Cancellation or Withdrawal		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department preference; Preliminary drafts not retained in the ordinary course of business; CBC §§ 1.8.4.3.1, 104.7 and 107.5; H&S§19850, GC §34090
Community Development / Building	CD-009	Building Plans - Cancelled / Withdrawn PRIOR to Building Permit Issuance	Upon Cancellation or Withdrawal		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department preference; Preliminary drafts not retained in the ordinary course of business; CBC §§ 1.8.4.3.1, 104.7 and 107.5; H&S§19850, GC §34090
Community Development / Building	CD-010	Building Plans - Expired	P		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department preference; CBC §§ 1.8.4.3.1, 104.7 and 107.5; H&S§19850, GC §34090
Community Development / Building	CD-011	Building Plans - Finalled - TENANT IMPROVEMENTS	P	Yes (all)	Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department Preference; Law requires for the life of the building for commercial and common interest dwellings only; CBC §§ 1.8.4.3.1, 104.7 & 107.5, H&S§19850, GC §34090

RECORDS RETENTION SCHEDULE: COMMUNITY DEVELOPMENT (Building, Business License, Code Enforcement, Planning, Redevelopment, Successor Agency)

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Community Development / Building	CD-012	Building Plans - Finalled - SINGLE FAMILY RESIDENTIAL (All Finalled)	180 days	Yes (all)	Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	State law requires plans need not be filed for dwellings less than 2 stories, garages & appurtenances, farms/ranches, 1-story with bearing walls less than 25'; CBC requires 180 days from completion date; CBC §§ 1.8.4.3.1, 104.7 & 107.5, H&S§19850, GC §34090
Community Development / Building	CD-013	California Building Codes / Uniform Building Codes	Minimum While Ordinance is in Force		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	GC §50022.6
Community Development / Building	CD-014	Certificate of Occupancy (CofO)	P	Yes (all)	Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department Preference; GC §34090
Community Development / Building	CD-015	Copyright Release Forms / Requests / Permissions to Receive Copies of Plans (to / from Architects)	2 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	GC §34090
Community Development / Building	CD-016	Correction Notices - Building	Minimum When Permit is Finalled		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department Preference (Preliminary Drafts); GC §34090
Community Development / Building	CD-017	Energy Calculations	Minimum When Permit is Finalled		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department Preference; GC §34090
Community Development / Building	CD-018	Geotechnical / Soils Reports	P		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department Preference; GC §34090
Community Development / Building	CD-019	Plan Check Comments	Minimum When Permit is Finalled		Mag, Mfr, OD, Ppr	S/I	Yes: After QC & OD	Department Preference (Preliminary Drafts); GC §34090

RECORDS RETENTION SCHEDULE: COMMUNITY DEVELOPMENT (Building, Business License, Code Enforcement, Planning, Redevelopment, Successor Agency)

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Community Development / Building	CD-020	Stop Work Notices	Minimum When Permit is Finalled		Mag, Mfr, OD, Ppr	S/I	Yes: After QC & OD	Department Preference (Preliminary Drafts); GC §34090
Community Development / Building	CD-021	Structural Calculations	Minimum When Permit is Finalled		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department Preference; GC §34090
COMMUNITY DEVELOPMENT / BUSINESS LICENSE								
Community Development / Business License	CD-022	Business License Database (Eden)	Indefinite - Minimum 5 years	Yes (all)	Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department Preference - Data is interrelated; GC §34090, H&S §19850
Community Development / Business License	CD-023	Permits: Solicitors Permits, Solicitors License	5 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department preference; meets auditing standards; GC §34090 et seq.
Community Development / Business License	CD-024	Business License Applications	5 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department preference; meets auditing standards; GC §34090 et seq.
Community Development / Business License	CD-025	Business License Renewals	5 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department preference; Meets auditing standards; GC §34090 et seq.
COMMUNITY DEVELOPMENT / CODE ENFORCEMENT								
Lead Dept.	CD-026	Case Management Database (GOGov)	Indefinite Minimum 2 years	Yes (all)	Mag, Mfr, OD, Ppr	S/I	Yes: After QC & OD	Department Preference - Data is interrelated and contains Building Permits and other Permanent Records; GC §34090, H&S §19850
Community Development / Code Enforcement	CD-027	Code Enforcement / Abatement Case Files (Includes Citations, Notice of Violations, Photos, / Code Enforcement Complaint Letters)	Minimum 2 years	Yes: Until Resolution	Mag, Mfr, OD, Ppr	S/I	Yes: After QC & OD	Department preference; GC §34090

**RECORDS RETENTION SCHEDULE: COMMUNITY DEVELOPMENT
(Building, Business License, Code Enforcement, Planning, Redevelopment, Successor Agency)**

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Community Development / Code Enforcement	CD-028	Hearing Officer Determinations / Appeals of Code Enforcement Actions - Includes Audio Recordings	Minimum 2 years		Mag, Mfr, OD, Ppr	S/I	Yes: After QC & OD	Department preference; GC §34090
Community Development / Code Enforcement	CD-029	Liens / Releases	P		Mag, Mfr, OD, Ppr	S/I	Yes: After QC & OD	GC §34090(a)
Community Development / Code Enforcement	CD-030	Notice of Violations ./ Code Enforcement Citations / Reminder Notices	Minimum 2 years		Mag, Mfr, OD, Ppr	S/I	Yes: After QC & OD	Department preference; GC §34090
COMMUNITY DEVELOPMENT / PLANNING (includes Former Redevelopment)								
Lead Dept.	CD-031	Permit Database (Tyler EnerGov)	Indefinite (Permanent)	Yes (all)	Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department Preference - Data is interrelated and contains Building Permits and other Permanent Records; GC §34090, H&S §19850

RECORDS RETENTION SCHEDULE: COMMUNITY DEVELOPMENT
(Building, Business License, Code Enforcement, Planning, Redevelopment, Successor Agency)

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Community Development / Planning	CD-032	<p>Planning Projects - Discretionary / Ministerial - Approved Permanent Entitlements / Permits</p> <p>(Includes Associated CEQA Noticing, Conditions of Approval, Environmental Determinations, Staff Reports, Plans, Soils Reports, Uniform Development Application, etc.)</p> <p>Examples: Conditional Use Permits (CUPs) Development Permit General Plan / General Plan Amendments Lot Line Adjustment Rezones Sign Permits Specific Plan Tentative Subdivision Maps / Parcels Maps Use Permits Variance Zoning Clearance Zoning Ordinance / Updates</p>	P	Yes	Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department preference; Final environmental determinations are required to be kept a "reasonable period of time"; 14 CCR §15095(c); GC §34090, 34090.7
Community Develop. / Planning	CD-033	<p>Planning Project Files - Cancelled / Expired / Withdrawn</p>	Minimum Cancellation, Expiration or withdrawal + 2 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department preference (project was not pursued by applicant); GC §34090
Community Development / Planning	CD-034	<p>Advanced Planning / Long Range Planning / Project Implementation (Final Documents only)</p>	P		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department Preference; GC §34090

RECORDS RETENTION SCHEDULE: COMMUNITY DEVELOPMENT (Building, Business License, Code Enforcement, Planning, Redevelopment, Successor Agency)

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Community Development / Planning	CD-035	Annexations / Boundaries / Consolidations / LAFCO	P		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department preference; GC §34090
Census Bureau	CD-036	Census, Demographics	When No Longer Required		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	(Non-Records - Census Bureau is OFR)
Community Development / Planning	CD-037	Environmental Determinations: Environmental Impact Reports (EIRs), Negative Declarations, etc.) / CEQA - Where Planning is the Lead Correspondence / staff notes that provide insight into the project / the agency's CEQA compliance with respect to the project	Project Approval or Denial + 2 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Not all internal communications and notes are required to be saved; "E-mails that do not provide insight into the project or the agency's CEQA compliance with respect to the project — are not within the scope of section 21167.6, subdivision (e) and need not be retained." Golden Door Properties, LLC v. Superior Court of San Diego County (2020) 53 Cal.App.5th 733; PRC 21167,6; GC §34090
Community Development / Planning	CD-038	Environmental Determinations: Environmental Impact Reports (EIRs), Negative Declarations, Notice of Exemption (NOE), etc.) / CEQA Inside City boundaries - Where Planning is the Lead	P		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Usually filed in the project file; Final environmental determinations are required to be kept a "reasonable period of time"; 14 CCR §15095(c); GC §34090
Community Development / Planning	CD-039	General Plan, Elements / Amendments / Master Plans, Specific Plans, Land Use Plans / Amendments; General Plan Interpretations	P		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department preference; GC §34090
Community Development / Planning	CD-040	Historical Designations / Historical Landmarks	P		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department preference; GC §34090
Community Development / Planning	CD-041	Materials Boards	When No Longer Required		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Preliminary drafts not retained in the ordinary course of business; GC §34090

RECORDS RETENTION SCHEDULE: COMMUNITY DEVELOPMENT
(Building, Business License, Code Enforcement, Planning, Redevelopment, Successor Agency)

Office of Record (OFR)	Retention No.	Records Description	Total Retention	Vital?	Media Options	Image: I=Import M=Mfr S=Scan	Destroy Paper after Imaged & QC'd?	Comments / Reference
<i>If the record is not listed here, refer to the Retention for City-Wide Standards</i>								
<i>Retentions begin when the act is completed, and imply a full file folder (e.g. last document + 2 years), since destruction is normally performed by file folder.</i>								
<i>HOLDS: Litigation, complaints, claims, public records act requests, audits and/or investigations suspend normal retention periods (retention resumes after settlement or completion).</i>								
Community Development / Planning	CD-042	Planning Commission - AGENDAS / STAFF REPORTS	P		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department Preference; GC §34090 et seq.
Community Development / Planning	CD-043	Planning Commission - MINUTES	P		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	GC §34090(e)
Community Development / Planning	CD-044	Temporary Use Permits issued by Planning (Approved / Unapproved) - Christmas Tree Lots, Pumpkin Lots, Tent Sales, etc.	Expiration + 2 years	Yes: During Event	Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department preference; GC §34090
Community Development / Planning	CD-045	Zoning Clearance Forms / Zoning Verification Letters	P	Yes (all)	Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department Preference; GC §34090
Community Development / Planning	CD-046	Zoning Maps (Historically Significant)	P	Yes (all)	Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department Preference; GC §34090
Community Development / Planning	CD-047	Zoning Ordinance Amendments / Zone Changes	P	Yes	Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department Preference (copies); GC §34090.7

RECORDS RETENTION SCHEDULE: POLICE

(Admin. / Chief, Training, Comms., Support Community Svc., Evidence And Property, Investigations, Records)

Office of Record (OFR)	Retention No.	Records Description	Total Retention	Vital?	Media Options	Image: I=Import M=Mfr S=Scan	Destroy Paper after Imaged & QC'd?	Comments / Reference
<i>If the record is not listed here, refer to the Retention for City-Wide Standards</i>								
<i>Retentions begin when the act is completed, and imply a full file folder (e.g. last document + 2 years), since destruction is normally performed by file folder.</i>								
<i>HOLDS: Litigation, complaints, claims, public records act requests, audits and/or investigations suspend normal retention periods (retention resumes after settlement or completion).</i>								
POLICE / ADMINISTRATION / OFFICE OF THE CHIEF OF POLICE								
Police / Admin. / Chief	PD-001	Background Files - Successful Volunteers (Chaplain, Reserves)	Separation + 4 years	Yes: Until Separation	Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department Preference; State Law & POST requires 4 years; EEOC / FLSA / ADEA (Age) requires 3 years for promotion, demotion, transfer, selection, or discharge; ; 29 CFR 1627.3(b)(i), 29 CFR 1602.14; GC §§12946, 12960, 34090; 29 USC 1113
Police / Admin. / Chief	PD-002	Background Files - Unsuccessful Volunteers (Chaplain, Reserves)	4 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	State Law requires 4 years; EEOC / FLSA / ADEA (Age) requires 3 years for promotion, demotion, transfer, selection, or discharge; State Law requires 4 years; 29 CFR 1627.3(b)(i), 29 CFR 1602.14; GC §§12946, 12960, 34090
Police / Admin. / Chief	PD-003	Background Files - Massage Permits / City's Permits / Regulatory Permits / Permits required by the Municipal Code -	Expiration of Permit + 2 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department preference; GC §34090
Police / Admin. / Chief	PD-004	CCW Applications / Renewals (Concealed Carry Weapon Applications / Permits) - UNSUCCESSFUL / DENIED	2 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department Preference; GC § 34090 et seq.
Police / Admin. / Chief	PD-005	CCW Applications / Renewals (Concealed Carry Weapon Applications / Permits) - SUCCESSFUL / APPROVED	Expiration + 2 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department Preference; GC § 34090 et seq.
Police / Admin. / Chief	PD-006	Complaints against Peace Officers - Internal Affairs Investigations WITH Sustained Finding of Misconduct	Final Disposition + 15 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	PC §§832.5(b), 832.7; GC§ 34090

RECORDS RETENTION SCHEDULE: POLICE

(Admin. / Chief, Training, Comms., Support Community Svc., Evidence And Property, Investigations, Records)

Office of Record (OFR)	Retention No.	Records Description	Total Retention	Vital?	Media Options	Image: I=Import M=Mfr S=Scan	Destroy Paper after Imaged & QC'd?	Comments / Reference
<i>If the record is not listed here, refer to the Retention for City-Wide Standards</i>								
<i>Retentions begin when the act is completed, and imply a full file folder (e.g. last document + 2 years), since destruction is normally performed by file folder.</i>								
<i>HOLDS: Litigation, complaints, claims, public records act requests, audits and/or investigations suspend normal retention periods (retention resumes after settlement or completion).</i>								
Police / Admin. / Chief	PD-007	Complaints against Peace Officers - Internal Affairs Investigations WITHOUT Sustained Finding of Misconduct	Final Disposition + 5 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Consistent with Lexipol Policy; State requires for at least 5 years for complaints by members of the public; other State & Federal laws require retention until final disposition of formal complaint; State requires 4 years after action is taken; Statute of Limitations is 4 years for misconduct after the discovery of the offense for misconduct in office; EVC §1045, GC §§12946,12960, 34090, PC §§801.5, 803(c), 832.5, 832.7, VC §2547
Police / Admin. / Chief	PD-008	Complaints from Members of the Public - Internal Affairs Investigations WITH Sustained Finding of Misconduct	Final Disposition + 15 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	PC §§832.5(b), 832.7; GC§ 34090
Police / Admin. / Chief	PD-009	Crime Prevention / Community Relations Programs / Community Outreach / Youth / School Programs / Citizen Patrol / Events, etc.	Minimum 2 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	GC §34090
Police / Admin. / Chief	PD-011	Policies / Procedures / Lexipol / Operation Directives / General Orders (Department Policies / Procedures)	Superseded + 2 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department Preference; GC § 34090 et seq.
Police / Admin. / Chief	PD-012	Press Releases - Police Only	2 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	GC §34090
Police / Admin. / Chief	PD-013	Recordings: Automated License Plate Readers (ALPR)	When No Longer Required		Mag			Does not record regular and ongoing operations; GC §34090.6 et seq, CC §1798.90.53(b)(2)(G);
Police / Admin. / Chief	PD-014	Recordings: Body-Worn Cameras – LOGS of Access / Deletion of Data	P		Mag,			PC§ 832.18(b)(5)(E); GC §34090.6 et seq.

RECORDS RETENTION SCHEDULE: POLICE

(Admin. / Chief, Training, Comms., Support Community Svc., Evidence And Property, Investigations, Records)

Office of Record (OFR)	Retention No.	Records Description	Total Retention	Vital?	Media Options	Image: I=Import M=Mfr S=Scan	Destroy Paper after Imaged & QC'd?	Comments / Reference
<i>If the record is not listed here, refer to the Retention for City-Wide Standards</i>								
<i>Retentions begin when the act is completed, and imply a full file folder (e.g. last document + 2 years), since destruction is normally performed by file folder.</i>								
<i>HOLDS: Litigation, complaints, claims, public records act requests, audits and/or investigations suspend normal retention periods (retention resumes after settlement or completion).</i>								
Police / Admin. / Chief	PD-015	Recordings: Body-Worn Cameras - that ARE evidence, Officer Involved Shootings / Detention / Arrest / Complaints	Follows retention for Evidence, Minimum 2 years		Mag,			PC§ 832.18(b)(5)(B)&(C); GC §34090.6 et seq.
Police / Admin. / Chief	PD-016	Recordings: Body-Worn Cameras - that are NOT evidence	1 year		Mag,			Department preference (law recommends 60 days); PC§ 832.18(b)(5)(A); GC §34090.6 et seq.
Police / Admin. / Chief	PD-017	Recordings: Drone (Unmanned Aerial Vehicle)	When No Longer Required		Mag			Does not record regular and ongoing operations; GC §34090.6 et seq,
Police / Admin. / Chief	PD-018	Recordings: Video Recordings - Evidence Room	1 year		Mag			GC §34090.6 et seq,
Police / Admin. / Chief	PD-019	Recordings: Video Recordings - Public Areas / Public Activity	When No Longer Required		Mag			Does not record regular and ongoing operations; GC §34090.6 et seq,
Police / Admin. / Chief	PD-020	Recordings: Video Recordings - Temporary Holding Cell (Juveniles / Adults)	1 year		Mag			Records regular and ongoing operations; GC §34090.6 et seq,
Police / Admin. / Chief	PD-021	Recordings: Video Recordings - Temporary Holding Cell (Juveniles / Adults)	1 year		Mag			Records regular and ongoing operations; GC §34090.6 et seq,
Police / Admin. / Chief	PD-022	Reports / Studies - Historical (e.g. Department Annual Reports)	P		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department Preference; GC § 34090 et seq.

RECORDS RETENTION SCHEDULE: POLICE

(Admin. / Chief, Training, Comms., Support Community Svc., Evidence And Property, Investigations, Records)

Office of Record (OFR)	Retention No.	Records Description	Total Retention	Vital?	Media Options	Image: I=Import M=Mfr S=Scan	Destroy Paper after Imaged & QC'd?	Comments / Reference
<i>If the record is not listed here, refer to the Retention for City-Wide Standards</i>								
<i>Retentions begin when the act is completed, and imply a full file folder (e.g. last document + 2 years), since destruction is normally performed by file folder.</i>								
<i>HOLDS: Litigation, complaints, claims, public records act requests, audits and/or investigations suspend normal retention periods (retention resumes after settlement or completion).</i>								
Police / Admin. / Chief	PD-023	Reports to State / Federal Agencies: Report to POST Commission of peace officer employment, compliant, finding, disposition, / judgement pursuant to §PC 13510.9, etc. Report of data regarding the number, type, / disposition of complaints made against its officers	2 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	GC §34090 et seq.
Police / Admin. / Chief	PD-024	Reviews: On-Duty Traffic Accidents, Use of Force, Vehicle Pursuits - Not as a result of a complaint from a member of the public	2 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department Preference; GC §§12946, 12960, 34090
Police / Admin. / Chief	PD-025	Training - Department Training Records - EMPLOYEE FILE Training Certificates / Training Records	Separation + 5 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department preference; Rosters are sent to POST; OSHA requires safety training 5 years; EEOC/FLSA/ADEA (Age) requires 3 years for promotion, demotion, transfer, selection, or discharge; State Law requires 2 - 3 years; 8 CCR §3203 et seq., 29 CFR 1602.31 ; LC §6429(c); GC §§12946, 12960, 34090, 53235.2(b)
Police / Admin. / Chief	PD-026	Training - Presented by City Staff - Department Training Records - COURSE RECORDS (Attendance Rosters, Sign-in Sheets, Outlines / Materials; includes Ethics, Harassment, Workplace Violence, Safety Training, Tailgates)	Minimum 5 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Rosters are sent to POST; OSHA requires safety, Ethics, Harassment & Workplace Violence training 5 years; EEOC/FLSA/ADEA (Age) requires 3 years for promotion, demotion, transfer, selection, or discharge; State Law requires 4 years; 8 CCR §3203 et seq., 29 CFR 1602.31 ; LC §6429(c); GC §§12946, 12960, 34090, 53235.2(b), 53237.2(b); LC §6401.9(f)
Police / Admin. / Chief	PD-027	Weapons Inventory: Department-owned weapons, personal weapons, alternate weapons, secondary handguns, etc.	P		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department preference; GC §34090

RECORDS RETENTION SCHEDULE: POLICE**(Admin. / Chief, Training, Comms., Support Community Svc., Evidence And Property, Investigations, Records)**

Office of Record (OFR)	Retention No.	Records Description	Total Retention	Vital?	Media Options	Image: I=Import M=Mfr S=Scan	Destroy Paper after Imaged & QC'd?	Comments / Reference
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<i>Retentions begin when the act is completed, and imply a full file folder (e.g. last document + 2 years), since destruction is normally performed by file folder.</i>								
<i>HOLDS: Litigation, complaints, claims, public records act requests, audits and/or investigations suspend normal retention periods (retention resumes after settlement or completion).</i>								
POLICE / FLEET SERVICES								
Police / Fleet Services	PD-028	Fleet Maintenance Database	Indefinite - Minimum 5 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Data is interrelated; Databases where sewer records may be stored are required for 5 years; SWRCB Order 2022-0103-DWQ; CCP §§338 et seq., 340 et seq., 342, GC §34090
Police / Fleet Services	PD-029	Bay Area Air Quality Management District (BAAQMD) Permits - for Generators, etc.	Issue Date + 5 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	40 CFR 70.6; GC §34090
Police / Fleet Services	PD-030	Fleet - Pre-Trip Inspections / Vehicle Safety Checks / Daily Vehicle Inspections / Daily Equipment Checks	2 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	GC §34090; 13 CCR 1234(c)
Police / Fleet Services	PD-031	Fleet - Tire Disposal / Waste Manifests	3 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	14 CCR 18459.3; GC §34090
Police / Fleet Services	PD-032	Fleet - Used Oil Disposal Manifests	3 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	22 CCR 66266.130(c)(5), H&S §25250.18(b), 25250.19(a)(3) et seq.
Police / Fleet Services	PD-033	Fleet - Vehicle / Equipment History Files Maintenance, Brakes, Smog Certificates, etc.	Disposal of Vehicle or Equipment + 2 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department Preference; If a motor carrier, required for 18 months after vehicle is sold; CHP requires life of vehicle; OSHA requires 1 year; 8 CCR § 3203(b)(1); 49 CFR 396.21(b)(1); 49 CFR 396.3; CCP §337 et. seq., 3 CCR 1234(f); GC §34090
Police / Fleet Services	PD-034	Generator Operation Logs / Inspections	5 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	APCD Rule 1470; Form 400-E-13a instructions; GC §34090
Police / Fleet Services	PD-035	Inspections / Audits by the CHP (Fleet)	5 years		Mag, Mfr, OD, Ppr	S/I	Yes: After QC & OD	Consistent with CHP requirements; OSHA requires 1 year; 8 Ca. Code Reg. § 3203(b)(1); GC § 34090
Police / Fleet Services	PD-036	Pressure Vessel Certifications / Permits (Air Compressors, Propane, etc.)	Expiration of Certificate or Permit		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department preference; GC §34090 et. seq.
Police / Fleet Services	PD-037	Vehicle Titles (Pink Slips)	Sale or Disposal		Ppr			Given to Auction House / New Owner; GC §34090

RECORDS RETENTION SCHEDULE: POLICE

(Admin. / Chief, Training, Comms., Support Community Svc., Evidence And Property, Investigations, Records)

Office of Record (OFR)	Retention No.	Records Description	Total Retention	Vital?	Media Options	Image: I=Import M=Mfr S=Scan	Destroy Paper after Imaged & QC'd?	Comments / Reference
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POLICE / OPERATIONS (Patrol, Traffic, School Resource Officers, etc.)								
Police / Operations	PD-038	Canine (Police Service Dogs) Program Files: Service Animal Files	Separation + 2 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department preference; GC §34090 et seq.
Police / Operations	PD-039	Ops Plans (Fourth of July, etc.)	Minimum 2 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department preference; GC §34090 et seq.
Police / Operations	PD-040	PAS Device Calibration Logs	2 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	GC §34090 et seq.
Police / Operations	PD-041	Patrol Schedules	When No Longer Required		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Preliminary drafts (the timecard / timesheet is the final); GC §34090 et seq.
Police / Operations	PD-042	Ride-A-Long Waiver Form	2 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	GC §34090 et seq.
Police / Operations	PD-043	Speedometer Calibration Logs	2 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	GC §34090 et seq.
Police / Operations	PD-044	Traffic Control: Radar Calibration Records	Life of the Equipment		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department preference; GC §34090 et seq.
Police / Operations	PD-045	Traffic Control: Radar Trailer Surveys, etc.	Minimum 2 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	GC §34090 et seq.
POLICE / SUPPORT / EVIDENCE AND PROPERTY								
Police / Support / Evidence & Property	PD-046	Property / Evidence Database	Indefinite - Follows the Retention of the Evidence		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department Preference (data is interrelated); GC §34090
Police / Support / Evidence & Property	PD-047	Crime Report Photos	Follows the Retention of the Evidence		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department Preference; GC §34090

RECORDS RETENTION SCHEDULE: POLICE**(Admin. / Chief, Training, Comms., Support Community Svc., Evidence And Property, Investigations, Records)**

Office of Record (OFR)	Retention No.	Records Description	Total Retention	Vital?	Media Options	Image: I=Import M=Mfr S=Scan	Destroy Paper after Imaged & QC'd?	Comments / Reference
<i>If the record is not listed here, refer to the Retention for City-Wide Standards</i>								
<i>Retentions begin when the act is completed, and imply a full file folder (e.g. last document + 2 years), since destruction is normally performed by file folder.</i>								
<i>HOLDS: Litigation, complaints, claims, public records act requests, audits and/or investigations suspend normal retention periods (retention resumes after settlement or completion).</i>								
Police / Support / Evidence & Property	PD-048	Gun / Narcotics Destruction Log (Documents related to)	2 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	GC §34090
Police / Support / Evidence & Property	PD-049	Property / Evidence Logs / Destruction Authorizations	2 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	GC §34090
Police / Support / Evidence & Property	PD-050	Safekeeping: Lost / Found Property (Documents related to)	2 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	GC §34090
POLICE / SPECIAL SERVICES								
Police / Special Services	PD-051	Homeless Services, Grow Houses, etc.	2 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	GC §34090

RECORDS RETENTION SCHEDULE: POLICE

(Admin. / Chief, Training, Comms., Support Community Svc., Evidence And Property, Investigations, Records)

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POLICE / SUPPORT / INVESTIGATIONS								
State of California / ABC	PD-052	Alcoholic Beverage Control Licenses / Permits / ABC Permit Applications	When No Longer Required		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Not a City record
Police / Support / Investigations	PD-053	Criminal Intelligence Files	Last Entry + 5 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Files contain criminal intelligence information concerning an individual only if there is reasonable suspicion that the individual is involved in criminal conduct or activity and the information is relevant to that criminal conduct or activity. Misleading, obsolete or unreliable information is required to be destroyed; remaining records must not be retained longer than 5 years; 28 CFR 23.20(h); GC §34090
Police / Support / Investigations	PD-054	Detectives Investigation Files / Arrest Files	Transferred into Record's Crime Report Files		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Transfer all Official Reports to Records to be placed in the Crime Report Files.
Police / Support / Investigations	PD-055	Informant Files	Minimum 2 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Informant information; Does not contain criminal intelligence information concerning individuals; Department preference; GC §34090
Police / Support / Investigations	PD-056	Neighborhood Security Camera Registrations	Expiration + 2 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department Preference; GC § 34090 et seq.
Police / Support / Investigations	PD-057	Registrants: Arson Registrations: Adults	P, or Death of Registrant		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department preference; Pursuant to PC §457.1 et seq.; required to register for life; If released from DOJJ, records are destroyed after age 25 or sealing pursuant to W&I §781; GC §34090.7

RECORDS RETENTION SCHEDULE: POLICE

(Admin. / Chief, Training, Comms., Support Community Svc., Evidence And Property, Investigations, Records)

Office of Record (OFR)	Retention No.	Records Description	Total Retention	Vital?	Media Options	Image: I=Import M=Mfr S=Scan	Destroy Paper after Imaged & QC'd?	Comments / Reference
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Police / Support / Investigations	PD-058	Registrants: Arson Registrations: Juveniles released from Division of Juvenile Justice	Age 25 or Sealing Date + 5 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Pursuant to PC §457.1 et seq.; If released from CYA, records are destroyed after age 25 or sealing pursuant to W&I §781; GC §34090.7
Police / Support / Investigations	PD-059	Registrants: Gang Adults	Minimum 5 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department Preference (registration pursuant to PC 186.30(a)); GC §34090
Police / Support / Investigations	PD-060	Registrants: Gang Adults- Shared Gang Databases / CalGang / Written Attestations	5 years After Last Reset		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	11 CCR 773.8; 11 CCR 774.7; GC §34090
Police / Support / Investigations	PD-061	Registrants: Gang Juveniles	3 years, or Sealing Date + 5 years, or Court Order		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department preference (registration pursuant to PC 186.30(a)); Records are destroyed pursuant to W&I §781;GC §34090
Police / Support / Investigations	PD-062	Registrants: Gang Juveniles - Shared Gang Databases / CalGang / Written Attestations	3 years After Last Reset		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	11 CCR 774; 11 CCR 774.7; GC §34090
Police / Support / Investigations	PD-063	Registrants: Sex Offender Registrations: Adults	P, or Death of Registrant		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department Preference; After 2021, Offenders can petition Court for removal 10 or 20 years after offense, provided there are no subsequent offenses; Pursuant to PC §290 et seq.
Police / Support / Investigations	PD-064	Registrants: Sex Offender Registrations: Juveniles	P or Sealing Date + 5 years (or Court Order), or Death of Registrant		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department Preference; After 2021, Offenders can petition Court for removal 10 or 20 years after offense, provided there are no subsequent offenses; Pursuant to PC §290 et seq.
POLICE / SUPPORT / RECORDS								

RECORDS RETENTION SCHEDULE: POLICE

(Admin. / Chief, Training, Comms., Support Community Svc., Evidence And Property, Investigations, Records)

Office of Record (OFR)	Retention No.	Records Description	Total Retention	Vital?	Media Options	Image: I=Import M=Mfr S=Scan	Destroy Paper after Imaged & QC'd?	Comments / Reference
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Police / Support / Records	PD-065	RMS Database (Tiburon)	Indefinite - Follows the Retention of the Crime Report	Yes	Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Data Fields / Records are interrelated; GC §34090
Police / Support / Records	PD-066	Traffic Collision Database (Crossroads)	Indefinite - Minimum 10 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Data Fields / Records are interrelated; GC §34090
State of California / CHP	PD-067	CHP Forms: Pursuit Report (CHP 187A), Vehicle Report (CHP 180), etc. that are not filed with Crime Report	When No Longer Required		Mag, Mfr, OD, Ppr	S/M/I	Yes: After QC & OD	Entered Directly into CHP's portal (a State record)
Police / Support / Records	PD-068	Citations / Notice of Violations / Citation Database (Parking, Traffic, Marijuana / Cannabis), Animal, Code Enforcement, Administrative Citations (Includes requests for dismissals, cancellations, / appeals.	2 years		Mag, Mfr, OD, Ppr	S/M/I	Yes: After QC & OD	GC §34090 et seq.
Police / Support / Records	PD-069	CRIME REPORTS / SEALED RECORDS: Sealed Juvenile Cases - Childhood Sexual Assault After January 1, 2024	P	Yes	Mag, Mfr, OD, Ppr	S/M/I	Yes: After QC & OD	Department preference to accommodate statute of limitations for victims; CCP §§340.1, GC §34090
Police / Support / Records	PD-070	CRIME REPORTS / SEALED RECORDS: Sealed Juvenile Cases - Childhood Sexual Assault Before January 1, 2024	Age of Majority + 22 years	Yes	Mag, Mfr, OD, Ppr	S/M/I	Yes: After QC & OD	Department preference to accommodate statute of limitations for victims; CCP §§340.1, GC §34090

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Police / Support / Records	PD-071	CRIME REPORTS / SEALED RECORDS: Sealed Juvenile Cases Except Sealed Childhood Sexual Assault	Per Court Order (Subject 26 years old / Sealing Date + 5 years)	Yes	Mag, Mfr, OD, Ppr	S/M/I	Yes: After QC & OD	W&I §§389(a), 781(d), GC §34090;
Police / Support / Records	PD-072	CRIME REPORTS: Lost / Stolen Firearms entered into CLETS (if not Permanent Retention)	Until Found or Recovered	Yes	Mag, Mfr, OD, Ppr	S/M/I	Yes: After QC & OD	Department Preference to facilitate Three Strikes law and ease of document imaging administration; PC§ 11108.2(b); GC §34090
Police / Support / Records	PD-073	CRIME REPORTS: ALL Capital Crimes, Homicide, Juvenile, Child Abuse (substantiated), Elder Abuse (substantiated), / Sexual Assault (Rape), Arson (Suspected / Undetermined), Fatal Traffic Collisions	P	Yes	Mag, Mfr, OD, Ppr	S/M/I	Yes: After QC & OD	Department Preference; DOJ retains CACI (Child Abuse Central Index) information for adults 100 years; Most have no limitations on commencement of action; PC §§ 261, 286, 288, 288a, 288.5, 289, 289.5, and 799; 803(h), 11169 et seq.; 11170(a); WIC 707(b)
Police / Support / Records	PD-074	CRIME REPORTS: Child Abuse / Neglect Investigation Reports - Unsubstantiated / Inconclusive	No Further Report on Suspected Abuser + 10 years		Mag, Mfr, OD, Ppr	S/M/I	Yes: After QC & OD	PC §§11169(c),11170(a)(3)
Police / Support / Records	PD-075	CRIME REPORTS: Except those specifically mentioned in the schedule (ALL Others, Including Felonies / Misdemeanors)	Minimum 10 years	Yes	Mag, Mfr, OD, Ppr	S/M/I	Yes: After QC & OD	Department Preference; Provided there are no outstanding warrants, unrecovered identifiable items, criminal deaths, they are not historically significant, and it is not classified under PC §800 & 290; Stat. of Limit. is 2 yrs; Destroy juvenile marijuana after age18; H&S §11361.5, GC §34090, PC §802, PC §§187, 800 et seq.

(Admin. / Chief, Training, Comms., Support Community Svc., Evidence And Property, Investigations, Records)

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Police / Support / Records	PD-076	CRIME REPORTS: Misdemeanor / Infraction - Adult Marijuana / Cannabis - HS §11357(b)(c)(d)(e) / HS §11360(b) (with procedure in HS §11361.5) - Except those with outstanding stolen property, including firearms, / lost firearms	Conviction or Arrest (If No Conviction) + 2 years	Yes: Before Disposition	Mag, Mfr, OD, Ppr	S/M/I	Yes: After QC & OD	("Shall" Destroy); GC §§68152(c)(8); H&S §11361.5
Police / Support / Records	PD-077	CRIME REPORTS: Misdemeanor / Infraction - Juvenile Marijuana / Cannabis - HS §11357(E) - Except those with outstanding stolen property, including firearms, / lost firearms	2 years or Juvenile 18 years old	Yes: Before Disposition	Mag, Mfr, OD, Ppr	S/M/I	Yes: After QC & OD	If no subsequent conviction ("Shall" Destroy); H&S §11361.5
Police / Support / Records	PD-078	CRIME REPORTS: Misdemeanor / Infraction Marijuana / Cannabis §11357(de) - Juvenile on School Grounds during School Hours (with procedure in HS §11361.5)	Offender is 18 Years Old	Yes: Before Disposition	Mag, Mfr, OD, Ppr	S/M/I	Yes: After QC & OD	(Courts and other Agencies "Shall" destroy); H&S§ 11361.5 et seq., 11357(e)
Police / Support / Records	PD-079	CRIME REPORTS: Missing Persons	P (If Returned, Follows the Retention for the Crime Report)	Yes: Before Disposition	Mag, Mfr, OD, Ppr	S/M/I	Yes: After QC & OD	Department Preference; GC §34090

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Police / Support / Records	PD-080	CRIME REPORTS: Factually Innocent Petition Accepted Records Sealed Pending Destruction - Except those with outstanding stolen property, including firearms, / lost firearms	Date of Arrest + 3 years	Yes: Before Disposition	Mag, Mfr, OD, Ppr	S/M/I	Yes: After QC & OD	Individual petitions District Attorney; Sheriff concurs that person is factually innocent, then seals record ("Shall" Destroy); GC §34090; PC §851.8(a)
Police / Support / Records	PD-081	CRIME REPORTS: Vacatur Relief Granted by Court - Victim of Human Trafficking, / Victim of Intimate Partner Violence / Sexual Violence (Nonviolent Crimes)	Court Order + 1 year		Mag, Mfr, OD, Ppr	S/M/I	Yes: After QC & OD	Individual petitions Court ("Shall" Destroy); GC §34090; PC §§236.14(k); 236.15(k)
State of California / Department of Justice	PD-082	Crime Statistics / National Incident-Based Reporting System (NIBRS) / Uniform Crime Reports (UCR) - Summaries (BCS)	When No Longer Required		Mag, Mfr, OD, Ppr	S/M/I	Yes: After QC & OD	Entered Directly into DOJ's portal (a State record)
State of California / Department of Justice	PD-083	Department of Justice Validation Lists	When No Longer Required		Mag, Mfr, OD, Ppr	S/M/I	Yes: After QC & OD	Entered Directly into DOJ's portal (a State record)
Police / Support / Records	PD-084	Livescan Application Forms / Logs	2 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	GC §34090
Police / Support / Records	PD-085	Local Criminal History Checks	When No Longer Required		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	These are copies / printouts from the RMS database; GC §34090 et seq.
Police / Support / Records	PD-086	Public Records Act Requests - Police Only	2 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	GC §34090

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Court or District Attorney	PD-087	Restraining Orders, Emergency Protective Orders, Temporary Restraining Orders, Legal Stipulations, Orders After Hearing (When Not filed with the case file)	Expiration of the Order		Mag, Mfr, OD, Ppr	S/M/I	Yes: After QC & OD	Not a City record
Police / Support / Records	PD-088	STOP Source Data, Audit Log / Racial / Identity Profiling Act (RIPA) Annual Report	3 years		Mag, Mfr, OD, Ppr	S/M/I	Yes: After QC & OD	11 CCR 999.228; 11 CCR 999.229; GC §34090
Court or District Attorney	PD-089	Subpoenas - Civil / Criminal / Subpoenas Duces Tecum	2 years		Mag, Mfr, OD, Ppr	S/I	Yes: After QC & OD	Department preference; Court or District Attorney records; GC §34090 et seq.

**RECORDS RETENTION SCHEDULE: PUBLIC WORKS
(Engineering, Maintenance - Facilities, Parks, Street)**

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PUBLIC WORKS / ENGINEERING								
Lead Dept.	PW-001	Permit Database (Tyler EnerGov) - Temporary Encroachment Permits / Street Cut Permits, etc.	Indefinite (Perm)	Yes (all)	Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department Preference - Data is interrelated; Building Permits are required to be retained Permanently, or Life of the Structure; GC §34090, H&S §19850
Public Works / Engineering	PW-002	Benchmarks	P		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department Preference; GC §34090
Lead Dept. (Managing the Project)	PW-003	Capital Improvement Projects (CIP): MAINTENANCE-ONLY PROJECTS - No Change in Infrastructure All Final Records (Plans, RFP / Specifications / Addenda, Successful Proposal, Change Orders, Notice of Completion, Photos, etc.)	Completion + 5 years or After Funding Agency Audit, if required, whichever is longer	Yes: Until Completed	Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department preference - meets municipal government auditing standards; Statute of Limitations for Errors & Omissions not applicable; Some grant funding agencies require audits; Statute of Limitations: Contracts & Spec's=4 years, CCP §337 et. seq., GC §34090
Lead Dept. (Managing the Project)	PW-004	Capital Improvement Projects (CIP): Administration File / Construction Management Project Administration, Certified Payrolls, Certificate of Compliance, Construction Manager's Logs, Correspondence, Costs, Estimates, Daily Inspections, Insurance Certificates, Permits for Construction, Preliminary Notices, Project Schedules, Public Relations, Meeting Agendas / Minutes, Monthly Reports, Notices, Real Estate Appraisals, RFIs / RFQs , Safety. SWPPP / WPCP, etc.	Completion + 10 years or After Funding Agency Audit, if required, whichever is longer	Yes: Until Completed	Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Some grant funding agencies require audits; Statute of Limitations for Errors & Omissions is 10 years; Statute of Limitations: Contracts & Spec's=4 years, Wrongful Death=comp. + 5 years, Developers=comp. + 10 years; CCP §337 et. seq., GC §34090

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(Engineering, Maintenance - Facilities, Parks, Street)**

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Lead Dept. (Managing the Project)	PW-005	Capital Improvement Projects (CIP): Permanent File Plans, RFP / Specifications / Addenda, Successful Proposal, Change Orders, EIRs, Negative Declarations, Categorical Exemptions, Materials Testing Reports, Grading Permits, Hazardous Materials, Notice of Completion, Photos, Record Drawings Soils Reports, Studies, Submittals, Surveys, etc.	P	Yes: Until Completed	Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department preference; retained for disaster preparedness purposes; Final environmental determinations are required to be kept a "reasonable period of time"; 14 CCR §15095(c); CCP §337 et. seq., GC §34090
Lead Dept. (Managing the Project)	PW-006	Drawings, Maps Record Drawings , Large-Format Drawings, Survey Record Maps, Capital Improvement Project "As-Built"	P	Yes (all)	Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Drafts should be destroyed; GC §34090
Lead Dept. (Managing the Project)	PW-007	Capital Improvement Projects (CIP): Design / Construction Standards - Authored by the City for Construction of City Infrastructure (CIP / Land Development)	P		Mag, Mfr, OD, Ppr	S/I	Yes: After QC & OD	Department Preference; GC §34090
Public Works / Engineering	PW-009	Encroachment Permits: Temporary Permits (Excavation, Street Permits, Temporary Construction, Sidewalk Repairs, Special Event Permits, Street Cuts, Tree Removal Traffic Control, Transportation Permits, Utility Cuts (Installation / Patching), etc.) Includes Insurance Certificates	Expiration + 2 years	Yes: Until Completion	Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	GC § 34090
Public Works / Engineering	PW-010	Encroachment Permits: Permanent (Structures in the City's Right of Way, Retaining Walls, etc.) Includes Insurance Certificates	P	Yes: Until Completion	Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department Preference; GC §34090
Public Works / Engineering	PW-011	Grading Permits	P	Yes: Until Completed	Mag, Mfr, OD, Ppr	S/I	Yes: After QC & OD	Department Preference; GC §34090

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Public Works / Engineering	PW-012	Private Development: Administrative Records Construction Inspections, Photos, Progress Meetings, Project Schedules, etc.	Completion + 10 years	Yes: Until Completed	Mag, Mfr, OD, Ppr	S/I	Yes: After QC & OD	Statute of Limitations is 4 years; 10 years for Errors & Omissions; land records are permanent by law; CCP §§337. 337.1(a), 337.15, 343; GC §34090
Public Works / Engineering	PW-013	Private Development: Permanent Records Abandonments, Certificate of Acceptance / Approval (copy), Dedications, Deeds (copies) Drainage, Driveway, Easements (copies), Geotechnical / Soil Reports / Hydrology Reports, Private Lab Verifications, Testing Lab Final Reports, Rights of Way (copies), Studies, Reports, etc.	P	Yes: Until Completed	Mag, Mfr, OD, Ppr	S/I	Yes: After QC & OD	Department preference; retained for disaster preparedness purposes; Final environmental determinations are required to be kept a "reasonable period of time"; 14 CCR §15095(c); CCP §337 et. seq., GC §34090
City Clerk	PW-014	Recorded Documents / Real Property: Easements, Right of Ways, Abandonments / Vacation, Liens / Lien Releases	P		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department Preference; GC §34090 et seq.
Public Works / Engineering	PW-015	Subdivision Maps / Parcel Maps	P	Yes (all)	Mag, Mfr, OD, Ppr	S/I	Yes: After QC & OD	Department Preference; GC §34090
Public Works / Engineering	PW-015.5	Subrogation Claims:/ City's Invoices to Insurance Companies / Property Damage Claims / Restitution / Recovery of Damages to City Property	Final Resolution + 5 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Meets municipal government auditing standards; Department preference; GC §34090
Public Works / Engineering	PW-016	Surveys, Record of Survey	P	Yes (all)	Mag, Mfr, OD, Ppr	S/I	Yes: After QC & OD	Department Preference; GC §34090
Public Works / Engineering	PW-017	Traffic Calming Requests (Speed Humps, Red Curbs, Stop Signs, etc.)	Minimum 10 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department preference; GC §34090

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Police or State of California	PW-018	Traffic Collision Reports / SWTRS	Copies - When No Longer Required		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	copies; GC §34090.7
Public Works / Engineering	PW-019	Traffic Counts / Traffic Studies	10 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department preference; GC §34090
Public Works / Engineering	PW-020	Traffic Speed Surveys	10 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department preference; GC §34090
Public Works / Engineering	PW-021	Traffic Stop Sign Warrants	10 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department preference; GC §34090
Public Works / Engineering	PW-022	Transportation Plans / Master Plans	P		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department preference; GC §34090
Public Works / Engineering	PW-049	Wide Load Permits / Oversize Load Permits Includes Insurance Certificates	Expiration + 2 years	Yes: Until Completion	Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	GC § 34090
PUBLIC WORKS / MAINTENANCE - FACILITIES & PARKS								
Public Works / Lead Div.	PW-023	Generator Operation Logs / Inspections	5 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	APCD Rule 1470; Form 400-E-13a instructions; GC §34090
Public Works / Maintenance	PW-024	Graffiti Abatement Work Sheets	2 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	GC §34090
Public Works / Maintenance	PW-025	Herbicide / Pesticide Application Forms (Excludes Parks)	2 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department Preference (agricultural pesticide records are required for 2 years); GC §34090; GC §34090; 3 CCR 6623, 40 CFR 110.3(d)

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Public Works / Lead Div.	PW-026	Operations / Maintenance Manuals (O and M Manuals)	Life of Facility or Equipment		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department Preference; GC §34090 et. seq.
Public Works / Maintenance		Playground Inspections, Sidewalk Maintenance (grinding / ramping), etc.	5 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC'd & OD	Department preference, GC §34090
Public Works / Lead Div.	PW-027	Pressure Vessel Certifications / Permits (Air Compressors, Propane, etc.)	Expiration of Certificate or Permit		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department preference; GC §34090 et. seq.
Public Works / Lead Div.	PW-028	Safety Data Sheet (SDS) / Material Safety Data Sheet (MSDS) / Chemical Use Report Form / records of the chemical / substance / agent, where / when it was used	30 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Previous SDS / MSDS may be obtained from a service; SDS / MSDS may be destroyed as long as a record of the chemical / substance / agent, where & when it was used is maintained for 30 years; Applies to qualified employers; Claims can be made for 30 years for toxic substance exposures; 8 CCR 3204(d)(1)(B)(2 and 3), 29 CFR 1910.1020(d)(1)(i), GC §34090
Public Works / Lead Div.	PW-029	APCD / AQMD Permits - for Generators, etc.	Issue Date + 5 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	40 CFR 70.6; GC §34090
Public Works / Maintenance	PW-030	Weed Abatement Work Sheets / Pesticide Applications (Excludes Parks)	2 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department Preference (agricultural pesticide records are required for 2 years); GC §34090; GC §34090; 3 CCR 6623, 40 CFR 110.3(d)
Division Providing Service / Work	PW-031	Work Orders / Service Requests / Service Orders - CRM / CMMS DATABASE (Computerized Maintenance Management System)	Indefinite - Minimum 5 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Data is interrelated; Databases where sewer records may be stored are required for 5 years; SWRCB Order 2022-0103-DWQ; CCP §§338 et seq., 340 et seq., 342, GC §34090

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Division Providing Service / Work	PW-032	Work Orders / Service Requests / Service Orders - All Information Entered in CRM / CMMS Database (Paper drafts)	When No Longer Required		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Preliminary drafts (the database is the original); GC §34090
Division Providing Service / Work	PW-033	Work Orders / Service Requests / Service Orders - NOT entered in CRM / CMMS Database (/ partial information entered into CMMS Database) (Division providing service retains originals; Division requesting service is considered a copy)	5 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	May contain sewer records, which are required for 5 years; SWRCB Order 2022-0103-DWQ; CCP §§338 et seq., 340 et seq., 342, GC §34090
PUBLIC WORKS / MAINTENANCE - STREETS								
Public Works / Lead Div.	PW-052	Air Pollution Control District (APCD Permits - for Generators, etc.	Issue Date + 5 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	40 CFR 70.6; GC §34090
Public Works / Lead Div.	PW-053	Generator Operation Logs / Inspections	5 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	APCD Rule 1470; Form 400-E-13a instructions; GC §34090
Public Works / Streets Maint.	PW-054	NPDES / Stormwater Quality Permits	Superseded + 5 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department Preference; NPDES Monitoring records required for 3 years; 40 CFR §§122.21, 122.41, 122.44; GC §34090 CCP §337 et seq.
Public Works / Streets Maint.	PW-055	NPDES / Stormwater Quality Reports	5 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department Preference; NPDES Monitoring records required for 3 years; 40 CFR §§122.21, 122.41, 122.44; GC §34090 CCP §337 et seq.
Public Works / Lead Div.	PW-056	Operations / Maintenance Manuals (O and M Manuals)	Life of Facility or Equipment		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department Preference; GC §34090 et. seq.
Public Works / Streets Maint.	PW-057	Pothole Repairs (Excel Logs)	5 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department preference; GC §34090

**RECORDS RETENTION SCHEDULE: PUBLIC WORKS
(Engineering, Maintenance - Facilities, Parks, Street)**

Office of Record (OFR)	Retention No.	Records Description	Total Retention	Vital?	Media Options	Image: I=Import M=Mfr S=Scan	Destroy Paper after Imaged & QC'd?	Comments / Reference
<i>If the record is not listed here, refer to the Retention for City-Wide Standards</i>								
<i>Retentions begin when the act is completed, and imply a full file folder (e.g. last document + 2 years), since destruction is normally performed by file folder.</i>								
<i>HOLDS: Litigation, complaints, claims, public records act requests, audits and/or investigations suspend normal retention periods (retention resumes after settlement or completion).</i>								
Public Works / Lead Div.	PW-058	Pressure Vessel Certifications / Permits (Air Compressors, Propane, etc.)	Expiration of Certificate or Permit		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department preference; GC §34090 et. seq.
Public Works / Lead Div.	PW-059	Safety Data Sheet (SDS) / Material Safety Data Sheet (MSDS) / Chemical Use Report Form / records of the chemical / substance / agent, where / when it was used	30 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Previous SDS / MSDS may be obtained from a service; SDS / MSDS may be destroyed as long as a record of the chemical / substance / agent, where & when it was used is maintained for 30 years; Applies to qualified employers; Claims can be made for 30 years for toxic substance exposures; 8 CCR 3204(d)(1)(B)(2 and 3), 29 CFR 1910.1020(d)(1)(i), GC §34090
Public Works / Maintenance	PW-060	Sidewalks / Trees: Correspondence (Notice) to Property Owner to repair privately-owned sidewalks / maintain privately-owned trees	Minimum 2 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department Preference; GC §34090
Public Works / Streets Maint.	PW-061	Storm Drain System Maintenance (Slip Lining, etc.)	5 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department Preference; GC §34090
Public Works / Streets Maint.	PW-062	Streets - Sidewalk Maintenance, Grinding, Asphalt Ramping (Logs / Forms)	5 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department preference; GC §34090
Public Works / Streets Maint.	PW-063	Tree DATABASE (Excludes Parks)	Indefinite - Minimum 5 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Data is interrelated; GC §34090
Public Works / Streets Maint.	PW-064	Tree Maintenance, Trimming, Arborists Reports (Excludes Parks)	5 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department preference; GC §34090
Public Works / Streets Maint.	PW-065	Tree Removal / Tree Trimming Permits / Applications	Expiration + 2 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department Preference; GC §34090

**RECORDS RETENTION SCHEDULE: PUBLIC WORKS
(Engineering, Maintenance - Facilities, Parks, Street)**

Office of Record (OFR)	Retention No.	Records Description	Total Retention	Vital?	Media Options	Image: I=Import M=Mfr S=Scan	Destroy Paper after Imaged & QC'd?	Comments / Reference
<i>If the record is not listed here, refer to the Retention for City-Wide Standards</i>								
<i>Retentions begin when the act is completed, and imply a full file folder (e.g. last document + 2 years), since destruction is normally performed by file folder.</i>								
<i>HOLDS: Litigation, complaints, claims, public records act requests, audits and/or investigations suspend normal retention periods (retention resumes after settlement or completion).</i>								
Public Works / Lead Div.	PW-066	Underground Service Alerts (USA's) / Dig Alerts	Minimum 3 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department Preference; entered into DigAlert Software the Excavator, Operator and the Regional Notification Center all have an obligation to retain the notice for 3 years; GC §§4216.2(f) GC §34090
Division Providing Service / Work	PW-067	Work Orders / Service Requests / Service Orders - CRM / CMMS DATABASE (Computerized Maintenance Management System)	Indefinite - Minimum 5 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Data is interrelated; Databases where sewer records may be stored are required for 5 years; SWRCB Order 2022-0103-DWQ; CCP §§338 et seq., 340 et seq., 342, GC §34090
Division Providing Service / Work	PW-068	Work Orders / Service Requests / Service Orders - All Information Entered in CRM / CMMS Database (Paper drafts)	When No Longer Required		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Preliminary drafts (the database is the original); GC §34090
Division Providing Service / Work	PW-069	Work Orders / Service Requests / Service Orders - NOT entered in CRM / CMMS Database (/ partial information entered into CMMS Database) (Division providing service retains originals; Division requesting service is considered a copy)	5 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	May contain sewer records, which are required for 5 years; SWRCB Order 2022-0103-DWQ; CCP §§338 et seq., 340 et seq., 342, GC §34090

DATE: March 24, 2026
TO: Joshua McMurray, City Manager
FROM: Evan Gorman, Associate Planner
SUBJECT: Adoption of the Housing Element and SB 341 Annual Progress Reports (Report year 2025)

Approved and Forwarded to the City Council

Summary

Every year the City Council is required to adopt an Annual Progress Report on the implementation of the Housing Element of the General Plan. In addition to that, the City creates an annual report compliant with SB 341, which requires annual reporting for housing successors to redevelopment agencies. The reports and resolution are then forwarded on to the State Office of Land Use and Climate Innovation (“LCI”) (formerly known as the “Office of Planning and Research” or “OPR”) and the Department of Housing and Community Development (“HCD”) no later than April 1 of that year. The SB 341 report, which is included as an attachment to the Housing Element Annual Progress Report for the purpose of presenting it to the City Council, is separately submitted to HCD and posted on the City’s website.

Background and Analysis

The Housing Element Annual Progress Report for reporting year 2025 is included as Attachment 1 to this Staff Report. It includes information from that reporting year, such as new residential entitlements, issued building permits, and final inspections. It also includes numbers of deed restricted and non-deed restricted affordable units, and progress on implementation of Housing Element programs in the General Plan.

Consistency with the Oakley Strategic Plan 27+

Adoption of the Housing Element and SB 341 Annual Progress Reports is consistent with the Oakley Strategic Plan 27+. Under the Finance and Fiscal Responsibility Goal, the action will help to implement the Finance and Fiscal Responsibility objective of communicating on financial updates, particularly through the SB 341 report. The Housing Element Annual Progress Report assists the City in not only implementing the Housing Element, but also implementing the goals and objectives of the Community and Economic Development Goal of inspiring and encouraging thoughtful growth.

Fiscal Impact

There is no fiscal impact to the General Fund associated with this recommendation of adoption of the Housing Element and SB 341 Annual Progress Reports.



Staff Recommendation

Staff recommends that the City Council adopt the resolution approving the Housing Element Annual Progress Report including the SB 341 Report as an attachment (Reporting Year 2025).

Attachments

1. Housing Element Annual Progress Report with SB 341 Report as an Attachment (Reporting Year 2025)
2. Proposed Resolution



Please Start Here

General Information	
Jurisdiction Name	Oakley
Reporting Calendar Year	2025
Contact Information	
First Name	Evan
Last Name	Gorman
Title	Associate Planner
Email	Gorman@ci.oakley.ca.us
Phone	9256257160
Mailing Address	
Street Address	3231 Main Street
City	Oakley
Zipcode	94561

Optional: Click here to import last year's data. This is best used when the workbook is new and empty. You will be prompted to pick an old workbook to import from. Project and program data will be copied exactly how it was entered in last year's form and must be updated. If a project is no longer has any reportable activity, you may delete the project by selecting a cell in the row and typing ctrl + d.

[Click here to download APR Instructions](#)

Click here to add rows to a table. If you add too many rows, you may select a cell in the row you wish to remove and type ctrl + d.

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Jurisdiction	Oakley	
Reporting Year	2025	(Jan. 1 - Dec. 31)
Housing Element Planning Period	6th Cycle	01/31/2023 - 01/31/2031

Building Permits Issued by Affordability Summary		
Income Level		Current Year
Acutely Low	Deed	0
	Restricted	
	Non-Deed	0
Extremely Low	Deed	0
	Restricted	
	Non-Deed	0
Very Low	Deed	0
	Restricted	
	Non-Deed	0
Low	Deed	0
	Restricted	
	Non-Deed	0
Moderate	Deed	0
	Restricted	
	Non-Deed	9
Above Moderate		83
Total Units		92

Units by Structure Type	Entitled	Permitted	Completed
Single-family Attached	0	0	0
Single-family Detached	241	83	94
2 to 4 units per structure	2	0	0
5+ units per structure	0	0	0
Accessory Dwelling Unit	0	9	2
Mobile/Manufactured Home	0	0	0
Total	243	92	96

Infill Housing Developments and Infill Units Permitted	# of Projects	Units
Indicated as Infill	21	22
Not Indicated as Infill	70	70

Housing Applications Summary	
Total Housing Applications Submitted	16
Number of Proposed Units in All Applications Received:	261
Total Housing Units Approved:	250
Total Housing Units Disapproved:	0

Use of Streamlined Ministerial Approval Process or SMAP (formerly SB 35 / 423) - Applications:	
Number of SMAP Applications	0
Number of SMAP Applications Approved	0

Units Constructed - SMAP (formerly SB 35 / 423) - Permits			
Income	Rental	Ownership	Total
Acutely Low	0	0	0
Extremely Low	0	0	0
Very Low	0	0	0
Low	0	0	0
Moderate	0	0	0
Above Moderate	0	0	0
Total	0	0	0

Streamlining Provisions Used - Permitted Units	# of Projects	Units
SB 9 (2021) - Duplex in SF Zone	0	0
SB 9 (2021) - Residential Lot Split	0	0
AB 2011 (2022)	0	0
SB 6 (2022)	0	0
SMAP	0	0

Ministerial and Discretionary Applications	# of	Units
Ministerial	11	12
Discretionary	5	249

Density Bonus Applications and Units Permitted	
Number of Applications Submitted Requesting a Density Bonus	0
Number of Units in Applications Submitted Requesting a Density Bonus	0
Number of Projects Permitted with a Density Bonus	0
Number of Units in Projects Permitted with a Density Bonus:	0

Housing Element Programs Implemented and Sites Rezoned	Count
Programs Implemented	35
Sites Rezoned to Accommodate the RHNA	15

Jurisdiction	Oakley	(Jan. 1 - Dec. 31)
Reporting Year	2025	
Planning Period	6th Cycle	01/01/2023 - 01/01/2029

ANNUAL ELEMENT PROGRESS REPORT
Housing Element Implementation

Note: "*" indicates an optional field
Cells in grey contain auto-calculation formulas

Table A
Housing Development Applications Submitted

Project Identifier				Unit Types		Date Application Submitted	Proposed Units - Affordability by Household Incomes										Total Approved Units by Project	Total Disapproved Units by Project	Streamlining	Historic Sites	Density Bonus Law Applications		Application Status	Project Type	Notes			
1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24					
Prior APN*	Current APN	Street Address	Project Name*	Local Jurisdiction Tracking ID	Unit Category (SFA, SFD, 2 to 4, 5+, ADU, MH)	R= Renter O= Owner	Date Application Submitted (see instructions)	Acutely Low-Income Deed Restricted	Acutely Low-Income Non Deed Restricted	Extremely Low-Income Deed Restricted	Extremely Low-Income Non Deed Restricted	Very Low-Income Deed Restricted	Very Low-Income Non Deed Restricted	Low-Income Deed Restricted	Low-Income Non Deed Restricted	Moderate-Income Deed Restricted	Moderate-Income Non Deed Restricted	Above Moderate-Income	Total PROPOSED Units by Project	Total APPROVED Units by Project	Total DISAPPROVED Units by Project	Please select state streamlining provision/s the application was submitted pursuant to.	Is this project located on a site with an associated historical designation as outlined in Government Code Section 65400(c)(2)(A) and reported on Table L 7	Did the housing development application seek incentives or concessions pursuant to Government Code section 65915 approved?	Please indicate the status of the application.	Is the project considered a ministerial project or discretionary project?	Notes*	
Summary Row: Start Data Entry Below																												
	032-081-025	E Cypress Rd	Cypress Ranch	DR 2025-01	SFD	O	1/6/2025											12	249	261	250							
		Mid Block Third Street	Third Street Duplex	DR 2025-03	SFD	R	1/29/2025												191	191	191	NONE	No	No	N/A	Approved	Discretionary	
	035-161-011	Brownstone Rd	Brownstone Subdivision 8803	DR 2025-03	SFD	O	1/29/2025												50	50	50	NONE	No	No	N/A	Approved	Discretionary	
	034-210-009	5321 Sellers Ave	Hacienda Estates	DR 2025-16	SFD	O	8/7/2025												5	5		NONE	No	No	N/A	Pending	Discretionary	
	033-130-055	4715 Neroly Rd	4715 Neroly Rd	BLD-2025-1033	SFD	O	9/2/2025												1	1		NONE	No	No	N/A	Pending	Discretionary	
	037-292-019	44 A STAGS LEAP CT	44 A STAGS LEAP CT	BLD-2025-1903	ADU	R	11/26/2025												1	1		NONE	No	No	N/A	Pending	Ministerial	
	037-410-041	1701 A FAIRHAVEN CT	1701 A FAIRHAVEN CT	BLD-2025-1900	ADU	R	11/25/2025												1	1		NONE	No	No	N/A	Pending	Ministerial	
	034-310-020	26 A WESTMINSTER CT	26 A WESTMINSTER CT	BLD-2025-1819	ADU	R	11/12/2025												1	1		NONE	No	No	N/A	Pending	Ministerial	
	035-672-007	4660 A DUARTE AVE	4660 A DUARTE AVE	BLD-2025-1368	ADU	R	8/25/2025												1	1	1	NONE	No	No	N/A	Approved	Ministerial	
	034-182-001	3140 A ANDERSON LN	3140 A ANDERSON LN	BLD-2025-1355	ADU	R	8/20/2025												1	1		NONE	No	No	N/A	Pending	Ministerial	
	034-080-046	3990 A HOLMES RD	3990 A HOLMES RD	BLD-2025-1333	ADU	R	8/18/2025												1	1	1	NONE	No	No	N/A	Approved	Ministerial	
	041-320-008	105 A SONORA CT	105 A SONORA CT	BLD-2025-1270	ADU	R	8/6/2025												1	1		NONE	No	No	N/A	Pending	Ministerial	
	035-481-007	4401 A MACADAMIA LN	4401 A MACADAMIA LN	BLD-2025-1200	ADU	R	7/25/2025												2	2	2	NONE	No	No	N/A	Approved	Ministerial	
	034-300-004	17 A OREGANO CT	17 A OREGANO CT	BLD-2025-1073	ADU	R	7/1/2025												1	1	1	NONE	No	No	N/A	Approved	Ministerial	
	037-480-070	20 A DOWITCHER CT	20 A DOWITCHER CT	BLD-2025-0238	ADU	R	2/18/2025												1	1	1	NONE	No	No	N/A	Approved	Ministerial	
	033-052-003	115 A MALICOAT AVE	115 A MALICOAT AVE	BLD-2025-0100	ADU	R	1/24/2025												1	1	1	NONE	No	No	N/A	Approved	Ministerial	

Justification	Other
Reporting Year	2025
Plan Year	2025
Reporting Period	2025

ANNUAL ELEMENT PROGRESS REPORT
Housing Element Implementation

Note: "*" indicates an optional field
Cells in grey contain auto-calculation formulas

Plan Year	Element ID	Element Name	Element Type	Element Category	Element Status	Element Description	Element Location	Element Area	Element Density	Element Units	Element Cost	Element Funding	Element Progress	Element Notes
2025	180	177 ROMANA WAY	SPD	O										
2025	180	178 ROMANA WAY	SPD	O										
2025	180	179 ROMANA WAY	SPD	O										
2025	180	180 ROMANA WAY	SPD	O										
2025	180	181 ROMANA WAY	SPD	O										
2025	180	182 ROMANA WAY	SPD	O										
2025	180	183 ROMANA WAY	SPD	O										
2025	180	184 ROMANA WAY	SPD	O										
2025	180	185 ROMANA WAY	SPD	O										
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2025	180	292 ROMANA WAY	SPD	O										
2025	180	293 ROMANA WAY	SPD	O										
2025	180	294 ROMANA WAY												

Current APN	Street Address	Project Name*	Local Jurisdiction Tracking ID	Unit Category (SFA,SFD,2 to 4,5+,ADU,MH)	Tenure R=Renter O=Owner	Above Moderate-Income	Entitlement Date Approved	# of Units issued Entitlements	Moderate- Income Non Deed Restricted	Above Moderate-Income	Building Permits Date Issued	# of Units Issued Building Permits	Moderate- Income Non Deed Restricted	Above Moderate-Income	Certificates of Occupancy or other forms of readiness (see instructions) Date Issued	# of Units issued Certificates of Occupancy or other forms of readiness
						243		243	9	83		92	2	94		96
032-081-025	E Cypress Rd	Cypress Ranch	DR 2025-01	SFD	O	191	5/6/2025	191				0				0
035-161-011	Mid Block Third Street	Third Street Duplex	DR 2025-03	2 to 4	R	2	10/7/2025	2				0				0
034-210-009	Brownstone Rd	Brownstone Subdivision 8803	DR 2025-16	SFD	O	50	11/18/2025	50				0				0
TBD	478 WRIGHTS ST	478 WRIGHTS ST	BLD-2025-1584	SFD	O			0		1	12/4/2025	1				0
TBD	474 WRIGHTS ST	474 WRIGHTS ST	BLD-2025-1583	SFD	O			0		1	12/4/2025	1				0
TBD	481 WRIGHTS ST	481 WRIGHTS ST	BLD-2025-1582	SFD	O			0		1	12/4/2025	1				0
TBD	477 WRIGHTS ST	477 WRIGHTS ST	BLD-2025-1581	SFD	O			0		1	12/4/2025	1				0
TBD	473 WRIGHTS ST	473 WRIGHTS ST	BLD-2025-1580	SFD	O			0		1	12/4/2025	1				0
TBD	3680 CLOVERBROOK AVE	3680 CLOVERBROOK AVE	BLD-2025-1547	SFD	O			0		1	9/30/2025	1				0
TBD	3682 CLOVERBROOK AVE	3682 CLOVERBROOK AVE	BLD-2025-1546	SFD	O			0		1	9/30/2025	1				0
TBD	3686 CLOVERBROOK AVE	3686 CLOVERBROOK AVE	BLD-2025-1545	SFD	O			0		1	9/30/2025	1				0
TBD	3690 CLOVERBROOK AVE	3690 CLOVERBROOK AVE	BLD-2025-1544	SFD	O			0		1	9/30/2025	1				0
TBD	3692 CLOVERBROOK AVE	3692 CLOVERBROOK AVE	BLD-2025-1543	SFD	O			0		1	9/30/2025	1				0
TBD	885 BAKER CIR	885 BAKER CIR	BLD-2025-1387	SFD	O			0		1	9/17/2025	1				0
TBD	889 BAKER CIR	889 BAKER CIR	BLD-2025-1386	SFD	O			0		1	9/17/2025	1				0
TBD	893 BAKER CIR	893 BAKER CIR	BLD-2025-1385	SFD	O			0		1	9/17/2025	1				0
TBD	897 BAKER CIR	897 BAKER CIR	BLD-2025-1384	SFD	O			0		1	9/17/2025	1				0
TBD	901 BAKER CIR	901 BAKER CIR	BLD-2025-1383	SFD	O			0		1	9/17/2025	1				0
TBD	500 EAGLE CIR	500 EAGLE CIR	BLD-2025-1380	SFD	O			0		1	9/8/2025	1				0
TBD	508 EAGLE CIR	508 EAGLE CIR	BLD-2025-1378	SFD	O			0		1	9/8/2025	1				0
TBD	416 JUNE CT	416 JUNE CT	BLD-2025-1365	SFD	O			0		1	9/8/2025	1				0
TBD	412 JUNE CT	412 JUNE CT	BLD-2025-1364	SFD	O			0		1	9/8/2025	1				0
TBD	408 JUNE CT	408 JUNE CT	BLD-2025-1363	SFD	O			0		1	9/8/2025	1				0
TBD	404 JUNE CT	404 JUNE CT	BLD-2025-1362	SFD	O			0		1	9/8/2025	1				0
TBD	400 JUNE CT	400 JUNE CT	BLD-2025-1361	SFD	O			0		1	9/8/2025	1				0
TBD	874 BAKER CIR	874 BAKER CIR	BLD-2025-1219	SFD	O			0		1	8/11/2025	1				0
TBD	870 BAKER CIR	870 BAKER CIR	BLD-2025-1218	SFD	O			0		1	8/11/2025	1				0
TBD	866 BAKER CIR	866 BAKER CIR	BLD-2025-1217	SFD	O			0		1	8/11/2025	1				0
TBD	23 CLOVERBROOK CT	23 CLOVERBROOK CT	BLD-2025-1158	SFD	O			0		1	7/28/2025	1				0
TBD	665 GRIZZLY ST	665 GRIZZLY ST	BLD-2025-0707	SFD	O			0		1	7/31/2025	1				0
TBD	661 GRIZZLY ST	661 GRIZZLY ST	BLD-2025-0706	SFD	O			0		1	7/31/2025	1				0
TBD	657 GRIZZLY ST	657 GRIZZLY ST	BLD-2025-0705	SFD	O			0		1	7/31/2025	1				0
TBD	653 GRIZZLY ST	653 GRIZZLY ST	BLD-2025-0704	SFD	O			0		1	7/31/2025	1				0
TBD	701 CASTLE ST	701 CASTLE ST	BLD-2025-0702	SFD	O			0		1	6/9/2025	1				0
TBD	697 CASTLE ST	697 CASTLE ST	BLD-2025-0701	SFD	O			0		1	6/9/2025	1				0
TBD	862 BAKER CIR	862 BAKER CIR	BLD-2025-0609	SFD	O			0		1	7/10/2025	1				0
TBD	858 BAKER CIR	858 BAKER CIR	BLD-2025-0608	SFD	O			0		1	7/10/2025	1				0
TBD	854 BAKER CIR	854 BAKER CIR	BLD-2025-0607	SFD	O			0		1	7/10/2025	1				0
TBD	614 BEYERS ST	614 BEYERS ST	BLD-2025-0339	SFD	O			0		1	9/23/2025	1				0
TBD	610 BEYERS ST	610 BEYERS ST	BLD-2025-0338	SFD	O			0		1	9/23/2025	1				0
TBD	606 BEYERS ST	606 BEYERS ST	BLD-2025-0337	SFD	O			0		1	9/23/2025	1				0
TBD	611 BEYERS ST	611 BEYERS ST	BLD-2025-0336	SFD	O			0		1	9/23/2025	1				0
TBD	607 BEYERS ST	607 BEYERS ST	BLD-2025-0335	SFD	O			0		1	9/23/2025	1				0
TBD	404 BEYERS ST	404 BEYERS ST	BLD-2025-0331	SFD	O			0		1	9/8/2025	1				0
TBD	512 EAGLE CIR	512 EAGLE CIR	BLD-2025-0294	SFD	O			0		1	8/11/2025	1				0
TBD	516 EAGLE CIR	516 EAGLE CIR	BLD-2025-0293	SFD	O			0		1	8/11/2025	1				0
TBD	513 EAGLE CIR	513 EAGLE CIR	BLD-2025-0291	SFD	O			0		1	8/11/2025	1				0
TBD	517 EAGLE CIR	517 EAGLE CIR	BLD-2025-0290	SFD	O			0		1	8/11/2025	1				0
TBD	727 TEMESCAL ST	727 TEMESCAL ST	BLD-2025-0277	SFD	O			0		1	3/6/2025	1				0
TBD	735 TEMESCAL ST	735 TEMESCAL ST	BLD-2025-0275	SFD	O			0		1	3/6/2025	1				0
TBD	625 CHANNEL CIR	625 CHANNEL CIR	BLD-2025-0159	SFD	O			0		1	2/25/2025	1				0
TBD	621 CHANNEL CIR	621 CHANNEL CIR	BLD-2025-0158	SFD	O			0		1	2/25/2025	1				0

TBD	617 CHANNEL CIR	617 CHANNEL CIR	BLD-2025-0157	SFD	O			0	1	2/25/2025	1					0
TBD	613 CHANNEL CIR	613 CHANNEL CIR	BLD-2025-0156	SFD	O			0	1	2/25/2025	1					0
034-080-046	3990 A HOLMES RD	3990 A HOLMES RD	BLD-2025-1333	ADU	R			0	1	11/5/2025	1					0
035-481-007	4401 A MACADAMIA LN	4401 A MACADAMIA LN	BLD-2025-1200	ADU	R			0	2	11/12/2025	2					0
034-300-004	17 A OREGANO CT	17 A OREGANO CT	BLD-2025-1073	ADU	R			0	1	9/3/2025	1					0
037-480-070	20 A DOWITCHER CT	20 A DOWITCHER CT	BLD-2025-0238	ADU	R			0	1	10/22/2025	1					0
033-052-003	115 A MALICOAT AVE	115 A MALICOAT AVE	BLD-2025-0100	ADU	R			0	1	4/1/2025	1					0
033-052-017	110 A DOUGLAS RD	110 A DOUGLAS RD	BLD-2024-1991	ADU	R			0	1	2/5/2025	1					0
035-250-014	4208 A NORTHWOOD CT	4208 A NORTHWOOD CT	BLD-2024-1308	ADU	R			0	1	4/24/2025	1					0
TBD	983 A ALMOND DR	983 A ALMOND DR	BLD-2024-1133	ADU	R			0	1	1/7/2025	1					0
TBD	26 CLOVERBROOK CT	26 CLOVERBROOK CT	BLD-2025-1161	SFD	O			0	1	7/28/2025	1		1		12/11/2025	1
TBD	30 CLOVERBROOK CT	30 CLOVERBROOK CT	BLD-2025-1160	SFD	O			0	1	7/28/2025	1		1		12/18/2025	1
TBD	25 CLOVERBROOK CT	25 CLOVERBROOK CT	BLD-2025-1159	SFD	O			0	1	7/28/2025	1		1		12/22/2025	1
TBD	678 CASTLE ST	678 CASTLE ST	BLD-2025-0700	SFD	O			0	1	6/9/2025	1		1		12/23/2025	1
TBD	674 CASTLE ST	674 CASTLE ST	BLD-2025-0699	SFD	O			0	1	6/9/2025	1		1		12/23/2025	1
TBD	670 CASTLE ST	670 CASTLE ST	BLD-2025-0698	SFD	O			0	1	6/9/2025	1		1		12/23/2025	1
TBD	669 GRIZZLY ST	669 GRIZZLY ST	BLD-2025-0697	SFD	O			0	1	6/9/2025	1		1		12/30/2025	1
TBD	852 BAKER CIR	852 BAKER CIR	BLD-2025-0606	SFD	O			0	1	7/10/2025	1		1		12/11/2025	1
TBD	848 BAKER CIR	848 BAKER CIR	BLD-2025-0605	SFD	O			0	1	7/10/2025	1		1		12/1/2025	1
TBD	844 BAKER CIR	844 BAKER CIR	BLD-2025-0604	SFD	O			0	1	7/10/2025	1		1		11/24/2025	1
TBD	280 EAGLE NEST DR	280 EAGLE NEST DR	BLD-2025-0569	SFD	O			0	1	4/22/2025	1		1		10/16/2025	1
TBD	275 EAGLE NEST DR	275 EAGLE NEST DR	BLD-2025-0568	SFD	O			0	1	4/22/2025	1		1		10/9/2025	1
TBD	279 EAGLE NEST DR	279 EAGLE NEST DR	BLD-2025-0567	SFD	O			0	1	4/22/2025	1		1		10/6/2025	1
TBD	283 EAGLE NEST DR	283 EAGLE NEST DR	BLD-2025-0566	SFD	O			0	1	4/22/2025	1		1		10/28/2025	1
TBD	520 EAGLE CIR	520 EAGLE CIR	BLD-2025-0288	SFD	O			0	1	7/10/2025	1		1		12/17/2025	1
TBD	521 EAGLE CIR	521 EAGLE CIR	BLD-2025-0287	SFD	O			0	1	7/10/2025	1		1		12/19/2025	1
TBD	529 EAGLE CIR	529 EAGLE CIR	BLD-2025-0284	SFD	O			0	1	7/10/2025	1		1		12/10/2025	1
TBD	533 EAGLE CIR	533 EAGLE CIR	BLD-2025-0283	SFD	O			0	1	7/10/2025	1		1		12/9/2025	1
TBD	723 TEMESCAL ST	723 TEMESCAL ST	BLD-2025-0282	SFD	O			0	1	4/24/2025	1		1		9/17/2025	1
TBD	840 BAKER CIR	840 BAKER CIR	BLD-2025-0281	SFD	O			0	1	4/24/2025	1		1		12/4/2025	1
TBD	836 BAKER CIR	836 BAKER CIR	BLD-2025-0280	SFD	O			0	1	4/24/2025	1		1		9/24/2025	1
TBD	832 BAKER CIR	832 BAKER CIR	BLD-2025-0279	SFD	O			0	1	4/24/2025	1		1		9/22/2025	1
TBD	724 BAKER CIR	724 BAKER CIR	BLD-2025-0278	SFD	O			0	1	4/24/2025	1		1		10/20/2025	1
TBD	731 TEMESCAL ST	731 TEMESCAL ST	BLD-2025-0276	SFD	O			0	1	3/6/2025	1		1		9/22/2025	1
TBD	728 TEMESCAL ST	728 TEMESCAL ST	BLD-2025-0274	SFD	O			0	1	3/6/2025	1		1		10/8/2025	1
TBD	732 TEMESCAL ST	732 TEMESCAL ST	BLD-2025-0273	SFD	O			0	1	3/6/2025	1		1		10/14/2025	1
TBD	736 TEMESCAL ST	736 TEMESCAL ST	BLD-2025-0272	SFD	O			0	1	3/6/2025	1		1		10/14/2025	1
TBD	618 CHANNEL CIR	618 CHANNEL CIR	BLD-2025-0166	SFD	O			0	1	2/25/2025	1		1		7/22/2025	1
TBD	622 CHANNEL CIR	622 CHANNEL CIR	BLD-2025-0165	SFD	O			0	1	2/25/2025	1		1		7/18/2025	1
TBD	626 CHANNEL CIR	626 CHANNEL CIR	BLD-2025-0164	SFD	O			0	1	2/25/2025	1		1		7/18/2025	1
TBD	633 CHANNEL CIR	633 CHANNEL CIR	BLD-2025-0163	SFD	O			0	1	2/25/2025	1		1		7/2/2025	1
TBD	629 CHANNEL CIR	629 CHANNEL CIR	BLD-2025-0162	SFD	O			0	1	2/25/2025	1		1		7/17/2025	1
TBD	656 CHANNEL CIR	656 CHANNEL CIR	BLD-2024-2032	SFD	O			0					1		6/11/2025	1
TBD	652 CHANNEL CIR	652 CHANNEL CIR	BLD-2024-2031	SFD	O			0					1		6/11/2025	1
TBD	649 CHANNEL CIR	649 CHANNEL CIR	BLD-2024-2030	SFD	O			0					1		6/13/2025	1
TBD	645 CHANNEL CIR	645 CHANNEL CIR	BLD-2024-2029	SFD	O			0					1		6/24/2025	1
TBD	641 CHANNEL CIR	641 CHANNEL CIR	BLD-2024-2028	SFD	O			0					1		6/27/2025	1
TBD	637 CHANNEL CIR	637 CHANNEL CIR	BLD-2024-2027	SFD	O			0					1		7/1/2025	1
TBD	668 CHANNEL CIR	668 CHANNEL CIR	BLD-2024-2023	SFD	O			0					1		6/6/2025	1
TBD	664 CHANNEL CIR	664 CHANNEL CIR	BLD-2024-2022	SFD	O			0					1		6/9/2025	1
TBD	660 CHANNEL CIR	660 CHANNEL CIR	BLD-2024-2021	SFD	O			0					1		6/13/2025	1
TBD	651 CHANNEL CIR	651 CHANNEL CIR	BLD-2024-2020	SFD	O			0					1		6/2/2025	1
TBD	672 CHANNEL CIR	672 CHANNEL CIR	BLD-2024-2018	SFD	O			0					1		6/6/2025	1
TBD	659 CHANNEL CIR	659 CHANNEL CIR	BLD-2024-1895	SFD	O			0					1		6/2/2025	1
TBD	663 CHANNEL CIR	663 CHANNEL CIR	BLD-2024-1894	SFD	O			0					1		6/9/2025	1
TBD	667 CHANNEL CIR	667 CHANNEL CIR	BLD-2024-1893	SFD	O			0					1		5/30/2025	1

Table A2 scaled for the reader's benefit

TBD	671 CHANNEL CIR	671 CHANNEL CIR	BLD-2024-1892	SFD	O								0	1	5/30/2025	1
TBD	228 TERRACE DR	228 TERRACE DR	BLD-2024-1891	SFD	O								0	1	5/30/2025	1
TBD	224 TERRACE DR	224 TERRACE DR	BLD-2024-1890	SFD	O								0	1	5/30/2025	1
TBD	768 TEMESCAL ST	768 TEMESCAL ST	BLD-2024-1688	SFD	O								0	1	5/29/2025	1
TBD	346 CHARLOTTE ST	346 CHARLOTTE ST	BLD-2024-1686	SFD	O								0	1	10/27/2025	1
TBD	342 CHARLOTTE ST	342 CHARLOTTE ST	BLD-2024-1685	SFD	O								0	1	7/10/2025	1
TBD	338 CHARLOTTE ST	338 CHARLOTTE ST	BLD-2024-1684	SFD	O								0	1	9/18/2025	1
TBD	334 CHARLOTTE ST	334 CHARLOTTE ST	BLD-2024-1683	SFD	O								0	1	7/18/2025	1
TBD	330 CHARLOTTE ST	330 CHARLOTTE ST	BLD-2024-1682	SFD	O								0	1	9/18/2025	1
TBD	541 EAGLE CIR	541 EAGLE CIR	BLD-2024-1680	SFD	O								0	1	10/20/2025	1
TBD	545 EAGLE CIR	545 EAGLE CIR	BLD-2024-1679	SFD	O								0	1	9/29/2025	1
TBD	549 EAGLE CIR	549 EAGLE CIR	BLD-2024-1678	SFD	O								0	1	11/24/2025	1
TBD	553 EAGLE CIR	553 EAGLE CIR	BLD-2024-1677	SFD	O								0	1	11/24/2025	1
TBD	752 TEMESCAL ST	752 TEMESCAL ST	BLD-2024-1676	SFD	O								0	1	6/16/2025	1
TBD	756 TEMESCAL ST	756 TEMESCAL ST	BLD-2024-1675	SFD	O								0	1	5/29/2025	1
TBD	764 TEMESCAL ST	764 TEMESCAL ST	BLD-2024-1673	SFD	O								0	1	8/25/2025	1
TBD	739 TEMESCAL ST	739 TEMESCAL ST	BLD-2024-1671	SFD	O								0	1	10/27/2025	1
TBD	743 TEMESCAL ST	743 TEMESCAL ST	BLD-2024-1670	SFD	O								0	1	10/9/2025	1
TBD	747 TEMESCAL ST	747 TEMESCAL ST	BLD-2024-1669	SFD	O								0	1	6/9/2025	1
TBD	740 TEMESCAL ST	740 TEMESCAL ST	BLD-2024-1668	SFD	O								0	1	8/6/2025	1
TBD	744 TEMESCAL ST	744 TEMESCAL ST	BLD-2024-1667	SFD	O								0	1	8/4/2025	1
TBD	748 TEMESCAL ST	748 TEMESCAL ST	BLD-2024-1666	SFD	O								0	1	7/24/2025	1
TBD	778 FALLEN LEAF LN	778 FALLEN LEAF LN	BLD-2024-1355	SFD	O								0	1	5/29/2025	1
TBD	782 FALLEN LEAF LN	782 FALLEN LEAF LN	BLD-2024-1354	SFD	O								0	1	6/30/2025	1
TBD	322 CHARLOTTE ST	322 CHARLOTTE ST	BLD-2024-1349	SFD	O								0	1	6/27/2025	1
TBD	314 CHARLOTTE ST	314 CHARLOTTE ST	BLD-2024-1347	SFD	O								0	1	6/27/2025	1
TBD	310 CHARLOTTE ST	310 CHARLOTTE ST	BLD-2024-1346	SFD	O								0	1	6/18/2025	1
TBD	301 EAGLE NEST DR	301 EAGLE NEST DR	BLD-2024-0956	SFD	O								0	1	6/24/2025	1
TBD	297 EAGLE NEST DR	297 EAGLE NEST DR	BLD-2024-0955	SFD	O								0	1	6/16/2025	1
TBD	293 EAGLE NEST DR	293 EAGLE NEST DR	BLD-2024-0954	SFD	O								0	1	6/13/2025	1
TBD	287 EAGLE NEST DR	287 EAGLE NEST DR	BLD-2024-0953	SFD	O								0	1	6/18/2025	1
TBD	290 EAGLE NEST DR	290 EAGLE NEST DR	BLD-2024-0952	SFD	O								0	1	6/18/2025	1
TBD	298 EAGLE NEST DR	298 EAGLE NEST DR	BLD-2024-0950	SFD	O								0	1	6/24/2025	1
TBD	709 ROMANA WAY	709 ROMANA WAY	BLD-2024-0754	SFD	O								0	1	2/28/2025	1
TBD	705 ROMANA WAY	705 ROMANA WAY	BLD-2024-0752	SFD	O								0	1	3/12/2025	1
TBD	717 ROMANA WAY	717 ROMANA WAY	BLD-2024-0751	SFD	O								0	1	5/2/2025	1
TBD	712 ROMANA WAY	712 ROMANA WAY	BLD-2024-0750	SFD	O								0	1	5/2/2025	1
TBD	2871 OAKLEY RD	2871 OAKLEY RD	BLD-2024-0493	SFD	O								0	1	1/2/2025	1
TBD	200 EAGLE NEST DR	200 EAGLE NEST DR	BLD-2024-0088	SFD	O								0	1	2/14/2025	1
TBD	217 EAGLE NEST DR	217 EAGLE NEST DR	BLD-2024-0085	SFD	O								0	1	2/21/2025	1
TBD	30 GRAPEVINE CT	30 GRAPEVINE CT	BLD-2023-1381	SFD	O								0	1	2/6/2025	1
TBD	40 GRAPEVINE CT	40 GRAPEVINE CT	BLD-2023-1380	SFD	O								0	1	1/21/2025	1
TBD	51 GRAPEVINE CT	51 GRAPEVINE CT	BLD-2023-1377	SFD	O								0	1	1/9/2025	1
TBD	201 EAGLE NEST DR	201 EAGLE NEST DR	BLD-2022-0664	SFD	O								0	1	4/15/2025	1
TBD	218 STAR ST	218 STAR ST	BLD-2022-0134	SFD	O								0	1	2/25/2025	1
TBD	708 ROMANA WAY	708 ROMANA WAY	BLD-2021-3078	SFD	O								0	1	4/14/2025	1
TBD	704 ROMANA WAY	704 ROMANA WAY	BLD-2021-3077	SFD	O								0	1	4/25/2025	1
TBD	700 ROMANA WAY	700 ROMANA WAY	BLD-2021-3076	SFD	O								0	1	4/30/2025	1
035-562-042	1380 A PORT CT	1380 A PORT CT	BLD-2024-1879	ADU	R								0	1	3/11/2025	1
041-190-037	4768 A LUCCHESI CT	4768 A LUCCHESI CT	BLD-2024-0720	ADU	R								0	1	12/23/2025	1
													0			0

Table A2 scaled for the reader's benefit

Jurisdiction	Oakley	
Reporting Year	2025	(Jan. 1 - Dec. 31)
Planning Period	6th Cycle	01/31/2023 - 01/31/2031

**ANNUAL ELEMENT PROGRESS REPORT
Housing Element Implementation**

This table is auto-populated once you enter your jurisdiction name and current year data. Past year information comes from previous APRs. Please contact HCD if your data is different than the material supplied here

Table B														
Regional Housing Needs Allocation Progress														
Permitted Units Issued by Affordability														
		1	Projection Period	2									3	4
Income Level		RHNA Allocation by Income Level	Projection Period - 06/30/2022-01/30/2023	2023	2024	2025	2026	2027	2028	2029	2030	2031	Total Units to Date (all years)	Total Remaining RHNA by Income Level
Acutely Low	Deed Restricted	-	-	-	-	-	-	-	-	-	-	-	-	-
	Non-Deed Restricted	-	-	-	-	-	-	-	-	-	-	-	-	-
Extremely Low	Deed Restricted	-	-	-	-	-	-	-	-	-	-	-	-	-
	Non-Deed Restricted	-	-	-	-	-	-	-	-	-	-	-	-	-
Very Low	Deed Restricted	279	-	-	-	-	-	-	-	-	-	-	3	276
	Non-Deed Restricted	-	-	3	-	-	-	-	-	-	-	-	-	-
Low	Deed Restricted	161	-	-	-	-	-	-	-	-	-	-	3	158
	Non-Deed Restricted	-	-	3	-	-	-	-	-	-	-	-	-	-
Moderate	Deed Restricted	172	-	8	-	-	-	-	-	-	-	-	27	145
	Non-Deed Restricted	-	4	6	-	9	-	-	-	-	-	-	-	-
Above Moderate	Non-Deed Restricted	446	163	92	112	83	-	-	-	-	-	-	450	-
Total RHNA		1,058												
Total Units			167	98	126	92	-	-	-	-	-	-	483	579

Jurisdiction	Oakley
Reporting Year	2025 (Jan. 1 - Dec. 31)
Planning Period	6th Cycle 01/31/2023 - 01/31/2031

ANNUAL ELEMENT PROGRESS REPORT

Housing Element Implementation

Note: "+" indicates an optional field
Cells in grey contain auto-calculation formulas

Table C

Sites Identified or Rezoned to Accommodate Shortfall Housing Need and No Net-Loss Law

Project Identifier				Date of Rezone	RHNA Shortfall by Household Income Category				Rezone Type	Sites Description							
1				2	3				4	5	6	7	8		9	10	11
APN	Street Address	Project Name*	Local Jurisdiction Tracking ID*	Date of Rezone	Very Low-Income	Low-Income	Moderate-Income	Above Moderate-Income	Rezone Type	Parcel Size (Acres)	General Plan Designation	Zoning	Minimum Density Allowed	Maximum Density Allowed	Realistic Capacity	Vacant/Nonvacant	Description of Existing Uses
Summary Row: Start Data Entry Below					288	169									629		
033-012-007	67 Van Pelt Ln	E. Cypress Rd. & Van Pelt Ln. Lot 1	Rezone Site 1	10/28/2025	27	16			Shortfall of Sites	2.4	Residential Multiple Family (RMF)	M-30	20	30	57	Non-Vacant	One detached single-family residence with yard.
033-012-008	251 E Cypress Rd	E. Cypress Rd. & Van Pelt Ln. Lot 2	Rezone Site 2	10/28/2025	12	8			Shortfall of Sites	1.12	Residential Multiple Family (RMF)	M-30	20	30	26	Non-Vacant	One detached single-family residence with yard.
033-012-009	43 Van Pelt Ln	E. Cypress Rd. & Van Pelt Ln. Lot 3	Rezone Site 3	10/28/2025	12	8			Shortfall of Sites	1.12	Residential Multiple Family (RMF)	M-30	20	30	26	Non-Vacant	One detached single-family residence with yard.
033-012-012	211 E Cypress Rd	E. Cypress Rd. & Van Pelt Ln. Lot 4	Rezone Site 4	10/28/2025	27	16			Shortfall of Sites	2.39	Residential Multiple Family (RMF)	M-30	20	30	57	Non-Vacant	One detached single-family residence with yard.
033-180-007	6381 Sellers Ave	6381 Sellers Ave.	Rezone Site 5	10/28/2025	22	13			Shortfall of Sites	1.98	Residential Multiple Family (RMF)	M-30	20	30	47	Non-Vacant	One detached single-family residence with yard.
035-282-058	W Cypress Rd & Main St	W. Cypress Rd. & Main St. Lot	AHO Site 6 (035-282-058) & 7 (035-282-062)	10/28/2025	9	5			Shortfall of Sites	1.19	Commercial (CO)	C / AHO	20	30	28	Non-Vacant	One detached single-family residence with yard.
053-071-046	3300 Neroly Rd	3300 Neroly Rd.	AHO Site 11	10/28/2025	52	30			Shortfall of Sites	4.52	Residential High (RH) & Commercial (CO)	P-1 / AHO	20	30	109	Vacant	
035-182-015	4671 Rose Ave	4671 Rose Ave.	AHO Site 12	10/28/2025	9	5			Shortfall of Sites	0.83	Commercial Downtown (CD)	SP-4 / AHO	20	30	19	Vacant	
035-281-007	Main St & Rose Ave	S/E Corner of Main St. & Rose Ave.	AHO Site 13	10/28/2025	7	4			Shortfall of Sites	0.65	Commercial Downtown (CD)	SP-4 / AHO	20	30	15	Vacant	
033-180-015	901 E Cypress Rd	901 E. Cypress Rd.	Rezone Site 14	10/28/2025	32	18			Shortfall of Sites	2.8	Residential Multiple Family (RMF)	M-30	20	30	67	Non-Vacant	One detached single-family residence with yard.
035-282-054	440 W Cypress Rd	440 West Cypress Rd.	Rezone Site 15	10/28/2025	35	21			Shortfall of Sites	3.16	Residential Multiple Family (RMF)	M-30	20	30	75	Non-Vacant	Two detached single-family residences and four duplex units on western edge of lot.
053-071-041	2419 Laurel Rd	2419 Laurel Rd.	AHO Site 16	10/28/2025	6	3			Shortfall of Sites	0.75	Commercial (CO)	C / AHO	20	30	18	Non-Vacant	One detached single-family residence with yard.
053-071-042	2459 Laurel Rd	2459 Laurel Rd.	AHO Site 17	10/28/2025	6	3			Shortfall of Sites	0.78	Commercial (CO)	C / AHO	20	30	18	Non-Vacant	Parking lot to a church.
035-172-004	Del Antico Ave & 2nd St	7th Street (south of USPS)	AHO Site 18	10/28/2025	27	16			Shortfall of Sites	2.41	Commercial Downtown (CD)	C / AHO	20	30	57	Vacant	
035-173-008	7th St & Main St	7th Street (south of USPS and east of Site 18)	AHO Site 19	10/28/2025	5	3			Shortfall of Sites	0.45	Commercial Downtown (CD)	C / AHO	20	30	10	Vacant	

ANNUAL ELEMENT PROGRESS REPORT Housing Element Implementation

Jurisdiction	Oakley	
Reporting Year	2025 (Jan. 1 - Dec. 31)	

Table D

Program Implementation Status pursuant to GC Section 65583

Housing Programs Progress Report

Describe progress of all programs including local efforts to remove governmental constraints to the maintenance, improvement, and development of housing as identified in the housing element.

1	2	3	4	5	6	7	8	9
Name of Program	Objective	Projected Completion Date in Housing Element	Applicable Cycle	Status of Program Implementation	Program Implementation Details	Quantified Outcomes: Category	Quantified Outcomes: Count	Supporting Documents
1.1 REZONE ADEQUATE SITES TO MEET REMAINING RHNA NEED	Rezone adequate sites to accommodate the remaining RHNA need of 434 lower income units.	1/31/2026	6th Cycle	Completed	On October 28, 2025 the City of Oakley adopted Ordinance No. 14-25 approving a rezone resulting in completing implementation of Policy Action 1.1 of the Housing Element. https://legistarweb-production.s3.amazonaws.com/uploads/attachment/pdf/3676186/14-25.pdf	Units	457	https://legistarweb-production.s3.amazonaws.com/uploads/attachment/pdf/3676186/14-25.pdf
1.1 REZONE ADEQUATE SITES TO MEET REMAINING RHNA NEED	Update the AHO ordinance to be consistent with "default density" standards of Gov. Code, expand base zones where AHO may be applied, and allow eligible multifamily development by-right.	1/31/2024	6th Cycle	Completed	On August 12, 2025 the City of Oakley adopted Ordinance No. 12-25 amending various Oakley Municipal Code ("OMC") sections to bring the applicable sections of the OMC into compliance with state law and in conformance with the Housing Element Actions resulting in completing implementation of Policy Action 1.1 of the Housing Element.	Other	1	https://legistarweb-production.s3.amazonaws.com/uploads/attachment/pdf/3489636/10-25.pdf
1.2 MAINTAIN AN INVENTORY OF AVAILABLE LAND RESOURCES	Maintain a current inventory of Housing Element sites, ensuring that adequate sites are available throughout the planning period to meet the City's RHNA.	1/31/2031	6th Cycle	Continuous	The City has developed a map of vacant and underutilized parcels. The list includes both vacant parcels and parcels that have infill potential. The City is working to update the map following rezoning and is also in the process of integrating interactive GIS data that will be available to the public.	Other	1	NA
1.3 ENCOURAGE DEVELOPMENT OF NEW AFFORDABLE RENTAL HOUSING	Distribute news blast to affordable housing developers advertising AHO Ordinance amendments, AHO sites, and incentives available for affordable housing development.	4/30/2026	6th Cycle	In Progress	The City expects to notify affordable housing developers during the first half of the year (2026).	Other	0	NA
1.3 ENCOURAGE DEVELOPMENT OF NEW AFFORDABLE RENTAL HOUSING	Provide ongoing support to affordable housing developers as projects are proposed.	1/31/2031	6th Cycle	Continuous	The City is exploring regulatory and financial incentives to implement.	Other	1	NA
1.4 PROMOTE ACCESSORY DWELLING UNITS	Monitor legislative changes in State law and update the ADU Ordinance to maintain compliance within the timeframe required by new legislation.	1/31/2031	6th Cycle	Continuous	The City continues to monitor changes in state law.	Other	1	NA
1.4 PROMOTE ACCESSORY DWELLING UNITS	Facilitate the construction of new ADUs by promoting the Pre-Approved ADU program, including the ADU How-to-Guide for Oakley residents, homeowners, and contractors made available on the City website. Republish the newsletter article and highlight on the website mainpage by June 2023 and annually thereafter.	1/31/2031	6th Cycle	Continuous	The City has posted multiple articles in City emails and printed newsletters highlighting the relative ease associated with obtaining an ADU permit. The ADU webpage for the City has also been updated so it's easier to use and understand.	Other	1	https://www.oakleyca.gov/235/How-to-Build-an-ADU
1.4 PROMOTE ACCESSORY DWELLING UNITS	Target the production of 40 ADUs, including 16 ADUs using pre-approved plans to improve housing mobility through expanded housing choices for lower- and moderate-income households.	1/31/2031	6th Cycle	In Progress	The City of Oakley received a one time grant of \$85,000 for the development of ADU's. An additional \$50,000 was awarded for the development/refinement of pre-approved ADU plans. As part of this grant the City is providing rebates for ADU's that apply within the application period and final their ADU on or before September 30, 2026. Additionally the City of Oakley is updating their Pre-approved plans that are provided at no cost to residents. In the planning period 16 ADU permits have been issued and 4 have been finalized. No ADUs have used the preapproved plans.	Units	4	NA
1.5 OBJECTIVE STANDARDS	The City shall prepare and adopt objective development and design standards for residential and mixed-use development to facilitate housing production.	12/1/2023	6th Cycle	In Progress	The City is actively working on developing objective standards. This will be complete in the later half of 2026.	Other	0	NA
1.6 DENSITY BONUS ORDINANCE	Update the Density Bonus Ordinance in conjunction with the update to the AHO Ordinance to comply with current State law.	1/31/2024	6th Cycle	Completed	On November 14, 2023 the City of Oakley amended the Density Bonus Ordinance to comply with State law.	Other	1	https://www.codepublishing.com/CA/Oakley/#!/Oakley09/Oakley091.htm#9.1.412

1.6 DENSITY BONUS ORDINANCE	Review State density bonus law annually and amend ordinance within the timeframe required by new legislation as necessary to maintain compliance with State law.	1/31/2031	6th Cycle	Continuous	The City continues to monitor changes in state law. The density bonus is up to date as of the latest changes in state law.	Other	1	NA
1.7 MONITOR DEVELOPMENT FEES	The City shall continue to monitor required development fees including in-lieu fees, development impact fees, and processing fees, with the aim of reducing constraints on the development of affordable housing.	1/31/2031	6th Cycle	Continuous	The City's Planning Division anticipates evaluating constraints on affordable development caused by fees in 2026.	Other	0	NA
1.8 AMENDMENTS TO THE DOWNTOWN SPECIFIC PLAN	Review and amend the Downtown Specific Plan to establish a by-right density for residential development, develop objective development standards that facilitate residential and mixed-use development, allow accessory dwelling units and special needs housing types consistent with State law, and remove internal inconsistencies to ensure development standards are clear and consistent	12/31/2024	6th Cycle	In Progress	The Planning Division is exploring by-right density for the downtown and objective design standards. Objective Design Standards will be complete in the later half of 2026.	Other	0	NA
2.1 REHABILITATION OF EXISTING HOUSING UNITS	The City shall encourage the rehabilitation of existing housing units by providing information on programs available to assist in housing rehabilitation on the City's website.	12/31/2024	6th Cycle	In Progress	The City's Planning Division is working to update the City's website with rehabilitation information by May 2026.	Other	0	NA
2.1 REHABILITATION OF EXISTING HOUSING UNITS	Encourage the rehabilitation of 75 housing units during the planning period.	1/31/2031	6th Cycle	In Progress	No reported units rehabilitated through program.	Units	0	NA
2.2 CODE ENFORCEMENT	Within current staffing limits, the City will continue to implement the Property Maintenance Program and Residential Rental Inspection Program to enforce the City's Building Code to address code violations that affect single-family and multi-family housing units.	1/31/2031	6th Cycle	Continuous	Under the Building Division, with the assistance of Code Enforcement, the City has a Residential Rental Inspection Program in place that requires property owners with rental properties in Oakley to register their rental each calendar year by January 31st. The property owner completes an affidavit confirming status of the property and pays the \$108 registration fee. The program includes one exterior drive-by inspection of the property to confirm compliance with all applicable City of Oakley Municipal Codes but primarily those included in Title VI, Chapter 4: Neighborhood Preservation. Owners are provided with a self-inspection checklist in preparation of the inspection. Code Enforcement and the Building Division work together to address complaints for substandard housing. In addition, the Chief Building Official is working on new policy and procedures related to the new requirements, effective January 2025, regarding how substandard housing complaints are addressed for single-family and multi-family units. The Code Enforcement division has identified multiple examples of substandard housing and have encouraged the associated successful application for permits.	Other	1	NA
2.3 DOWNTOWN SPECIFIC INVESTMENT PROGRAM	Provide adequate infrastructure and encourage revitalization of Downtown Oakley to improve pedestrian safety and expand access to transit, services, and amenities to residents living in low resource neighborhoods in and around Downtown. See specific objectives below.	1/31/2031	6th Cycle	Continuous	The City has been actively working and engaging with local small businesses and property owners in downtown Oakley. The City has secured specific funding through the ARPA to support the beautification of downtown. The program brochure outlines how it is designed to stimulate and promote private investment, enhance safety, and create opportunities for local ventures. The City will continue to invest in infrastructure and capital improvements in Downtown Oakley (e.g., storm drain, sidewalks, crosswalks, lighting, parking, future Amtrak station, and library facility) to improve safety, expand transit access, create new amenities, and encourage new private investment in and around Downtown that increases access to opportunity for low resource neighborhoods in Oakley. The City also offers citywide programs that business owners can utilize as resources including resources at https://www.opportunityoakley.com/ .	Other	1	https://www.opportunityoakley.com/
2.3 DOWNTOWN SPECIFIC INVESTMENT PROGRAM	Initiate sidewalk repair and replacement projects in Spring 2023.	5/31/2023	6th Cycle	Completed	The City will continue to invest in infrastructure and capital improvements in Downtown Oakley (e.g., storm drain, sidewalks, crosswalks, lighting, parking, future Amtrak station, and library facility) to improve safety, expand transit access, create new amenities, and encourage new private investment in and around Downtown that increases access to opportunity for low resource neighborhoods in Oakley.	Other	1	http://legistarweb-production.s3.amazonaws.com/uploads/attachment/pdf/3922649/Second_QTR_CIP_Update_FY_25-26-REV.pdf
2.3 DOWNTOWN SPECIFIC INVESTMENT PROGRAM	Begin demolition of Sheriff's substation for new library facility in Spring/Summer 2023.	8/31/2023	6th Cycle	Completed	The new Oakley Library and Community Center will be constructed at Civic Center campus and adjacent to the Civic Center Park. This project will not only provide a much-needed Library for the community but also provide space for a wide range of community services and uses, including an Emergency Operations Center. The City in collaboration with other stakeholders has committed \$13 M to fund the design and construction of this project. The team of project architects and staff are currently working on the design of this project, and it is anticipated that the construction of the project will start later this year and be completed by end of 2027.	Other	1	https://legistarweb-production.s3.amazonaws.com/uploads/attachment/pdf/3895692/Library_Contract_and_C_C_Subcommittee_SR_9-23-25__1_.pdf

2.3 DOWNTOWN SPECIFIC INVESTMENT PROGRAM	Release Request for Proposals for Achitectoral Design and Economic Analysis for new library facility in Summer 2023.	8/31/2023	6th Cycle	Completed	The new Oakley Library and Community Center will be constructed at Civic Center campus and adjacent to the Civic Center Park. This project will not only provide a much-needed Library for the community but also provide space for a wide range of community services and uses, including an Emergency Operations Center. The City in collaboration with other stakeholders has committed \$13 M to fund the design and construction of this project. The team of project architects and staff are currently working on the design of this project, and it is anticipated that the construction of the project will start later this year and be completed by end of 2027.	Other	1	http://legistarweb-production.s3.amazonaws.com/uploads/attachment/pdf/3922649/Second_QTR_CIP_Update_FY_25-26-REV.pdf
2.3 DOWNTOWN SPECIFIC INVESTMENT PROGRAM	Initiate Downtown storm drain improvement project in Summer 2023.	8/31/2023	6th Cycle	Completed	The Contra Costa County Flood Control District years ago established drainage zones throughout the County for storm water detention and treatment. These zones included detention basin (i.e. Freedom Basin, Del Antico Basin, etc.) and a network of underground pipe systems to convey storm water runoff from City's streets to these basins. All parts of the storm drain system in Zone 29D have been constructed over the past few decades with the exception of the pipe from north of Main Street, just east of Miguel Drive to the edge of the railroad right of way and south of Main Street, to Fuschia Way. This project will design and construct the storm drain system which will complete all the improvements in this zone. As part of this project, new curb, gutter, and sidewalk will be constructed along Main Street from Vintage Parkway to Gardenia Avenue and enhance development opportunities in this section of Downtown in accordance with the Downtown Vision plan that was adopted by City Council. The preliminary design of this project is completed, and final design and construction will begin once funding is secured.	Other	1	http://legistarweb-production.s3.amazonaws.com/uploads/attachment/pdf/3922649/Second_QTR_CIP_Update_FY_25-26-REV.pdf
2.3 DOWNTOWN SPECIFIC INVESTMENT PROGRAM	Initiate street resurfacing and repair in Summer 2023.	8/31/2023	6th Cycle	Completed	Each year the pavement conditions change due to wear and tear, and the streets must routinely undergo preventative maintenance to ensure their functionality. The City uses this annual project to perform rehabilitative and preventative maintenance on the public street network through a series of dig-outs, crack sealing, slurry sealing, pavement overlays and removal and replacement of the asphalt surface on streets where it has failed. This project included street repair and resurfacing in two subdivisions, California Dawn (off of West Cypress Road) and California Jamboree (off of Laurel Road). The construction of this project was successfully completed in December 2025.	Other	1	http://legistarweb-production.s3.amazonaws.com/uploads/attachment/pdf/3922649/Second_QTR_CIP_Update_FY_25-26-REV.pdf
2.4 MONITOR ASSISTED HOUSING UNITS	The City will continue to maintain a database of assisted housing units and regularly monitor assisted housing units to ensure compliance with affordability requirements.	1/31/2031	6th Cycle	Continuous	Ongoing. The City has not identified any assisted housing units at-risk of converting to market-rate in the 10 years from the start of the planning period. However, the City will continue to maintain a database of assisted housing units and regularly monitor assisted housing units to ensure compliance with affordability requirements. The City shall require projects that received government funding and/or were granted a density bonus to provide at least three years notice prior to the conversion of any deed-restricted affordable rental units to market rate. Annual reports, which are submitted by owners and managers of affordable units, will be reviewed to ensure that all deed restrictions and agreements are in compliance.	Other	1	NA
3.1 INCREASE ACCESS TO HOMEOWNERSHIP	Support first-time homeownership opportunities for 15 local households through support of homeownership programs carried out by non-profit housing corporations.	1/31/2031	6th Cycle	Continuous	The City Planning Division has published homeownership resources online including county programs and non-profit programs.	Households	0	https://www.oakleyca.gov/287/Housing
3.2 PROMOTE FAIR HOUSING	Contact State agencies to secure informational materials by November 2023. Distribute materials available from federal and state fair housing agencies by June 2024.	6/30/2024	6th Cycle	Completed	The Oakley Planning Division created a Fair Housing flyer in both English and Spanish that has been posted online, shared at City public events, and posted and shared at City Hall.	Other	1	https://www.oakleyca.gov/287/Housing
3.3 HOUSING CHOICE VOUCHER PROGRAM	Initiate collaboration with the Housing Authority on an educational campaign to educate landlords about their obligation to accept vouchers under fair housing laws and to encourage landlords in single-family neighborhoods to actively participate in the HCV program as a way to affirmatively further fair housing.	12/31/2025	6th Cycle	In Progress	The Oakley Planning Division expects to continue this work in 2026 and will discuss with management team. Staff has initiated conversations regarding HCV, and how the City could provide further assistance to the County. Funding is currently not in the budget for the fiscal year but can explore if possible during planning period.	Other	0	NA
3.3 HOUSING CHOICE VOUCHER PROGRAM	Increase HCV usage in Oakley's single-family neighborhoods by 10 new vouchers.	1/31/2031	6th Cycle	Not Yet Started	The City expects to identify potential for the increase of HCV in single family neighborhoods as discussions continue.	Other	0	NA
3.4 HOUSING FOR EXTREMELY-LOW INCOME HOUSEHOLDS AND SPECIAL NEEDS GROUPS	Encourage the development of 50 units of extremely-low income and/or special needs housing types through a variety of activities including outreach to housing developers, proactively seeking partnerships with housing developers, providing in-kind assistance, providing financial assistance and development incentives, expedited processing, and/or identifying grant and funding opportunities.	1/31/2031	6th Cycle	Continuous	The Oakley Planning Division expects to reach out to developers of special needs housing in 2026. The Oakley Planning Division has engaged the Contra Costa County Housing Authority for more information on developers.	Units	0	NA

3.5 REASONABLE ACCOMMODATION PROCEDURES	To accommodate the housing needs of persons with disabilities and provide a streamlined permit review process, the City shall prepare and adopt a reasonable accommodation ordinance.	6/30/2025	6th Cycle	Completed	On August 12, 2025 the City of Oakley adopted Ordinance No. 11-25 adopting Oakley Municipal Code ("OMC") section 9.1.1614 Reasonable Accommodations for Residential Uses so that the City can establish written procedures for Reasonable Accommodations with the goal of accommodating the housing needs of persons with disabilities and provide a streamlined permit review process resulting in completing implementation of Policy Action 3.5 of the Housing Element.	Other	1	https://legistarweb-production.s3.amazonaws.com/uploads/attachment/pdf/3489647/11-25.pdf
3.6 ZONING AMENDMENTS FOR SPECIAL NEEDS HOUSING	The City shall amend the Zoning Code to ensure compliance with State law and encourage special needs housing within one year of adoption of the Housing Element.	5/9/2024	6th Cycle	Completed	On August 12, 2025 the City of Oakley adopted Ordinance No. 12-25 amending various Oakley Municipal Code ("OMC") sections to bring the applicable sections of the OMC into compliance with state law and in conformance with the Housing Element Actions resulting in completing implementation of Policy Action 3.6 of the Housing Element.	Other	1	https://legistarweb-production.s3.amazonaws.com/uploads/attachment/pdf/3489640/12-25.pdf
3.7 ADEQUATE EMERGENCY SHELTER SITES	The City shall amend the Zoning Code to identify an additional zoning district where emergency shelters will be allowed as a by-right, permitted use. The zoning district shall be a residential zoning district and shall have adequate available sites (e.g., vacant site or building that can be converted to a shelter) with capacity to accommodate at least 50 beds of emergency shelter. Emergency shelters shall be permitted consistent with the requirements of Government Code Section 65583.	1/31/2024	6th Cycle	Completed	Staff has identified the new M-30 Zoning district as a zone to allow emergency shelters by right. Zoning text amendment to be taken to City Council late 2026.	Other	0	NA
3.8 INCREASE CAPACITY FOR CIVIC ENGAGEMENT	Conduct targeted outreach to affordable housing building leaders quarterly starting in 2023.	1/31/2031	6th Cycle	Continuous	The Planning Division continues to work with developers by providing housing resources online and responding to inquiries on vacant parcels. The Planning division aims to send out a newsletter informing affordable housing developers of updates to City code.	Other	0	NA
3.8 INCREASE CAPACITY FOR CIVIC ENGAGEMENT	Work with the OYAC in 2023 to identify ways to reach underserved and underrepresented populations in planning processes such as the General Plan and Housing Element.	12/31/2031	6th Cycle	Continuous	The Planning Division expects to further engage with the OYAC in the future. Planning will engage the OYAC before the summer of 2026.	Other	1	NA
3.8 INCREASE CAPACITY FOR CIVIC ENGAGEMENT	Consider initiating Leadership Academy in 2024.	12/31/2024	6th Cycle	Completed	The City of Oakley reinitiated the Leadership Academy in the Fall 25, Planning will continue to work with City Managers office to continue the operation of the academy. The Planning Division will continue to make a presentation at one of the sessions alongside CDD.	Other	1	https://www.oakleyca.gov/DocumentCenter/View/1458/City-of-Oakley-Leadership-Academy-2025-Flyer-PDF?bidId=
3.9 TENANTS' RIGHTS INFORMATION	The City will partner with fair housing organizations to ensure that resident have information about the California Tenant Protection Act of 2019 (AB 1482). Develop print and online educational materials and make materials availability at City facilities, on the City's website, and at apartment complexes throughout the City.	1/31/2025	6th Cycle	Completed	The Oakley Planning Division created a Tenants Rights Information flyer that has been posted online and shared at City public events, and posted and shared at City Hall. https://www.oakleyca.gov/287/Housing	Other	1	https://www.oakleyca.gov/287/Housing

Jurisdiction	Oakley	
Reporting Period	2025	(Jan. 1 - Dec. 31)
Planning	6th Cycle	01/31/2023 - 01/31/2031

ANNUAL ELEMENT PROGRESS REPORT

Housing Element Implementation

(CCR Title 25 §6202)

Note: "+" indicates an optional field
Cells in grey contain auto-calculation formulas

Table E									
Commercial Development Bonus Approved pursuant to GC Section 65915.7									
Project Identifier				Units Constructed as Part of Agreement				Description of Commercial Development Bonus	Commercial Development Bonus Date Approved
1				2				3	4
APN	Street Address	Project Name ⁺	Local Jurisdiction Tracking ID ⁺	Very Low Income	Low Income	Moderate Income	Above Moderate Income	Description of Commercial Development Bonus	Commercial Development Bonus Date Approved
Summary Row: Start Data Entry Below									

Jurisdiction	Oakley
Reporting Period	2025 (Jan. 1 - Dec. 31)
Planning Period	6th Cycle 01/31/2023 - 01/31/2031

ANNUAL ELEMENT PROGRESS REPORT

Housing Element Implementation

Note: "+" indicates an optional field

Cells in grey contain auto-calculation formulas

Table F

Units Rehabilitated, Preserved and Acquired for Alternative Adequate Sites pursuant to Government Code section 65583.1(c)

Please note this table is optional: The jurisdiction can use this table to report units that have been substantially rehabilitated, converted from non-affordable to affordable by acquisition, and preserved, including mobilehome park preservation, consistent with the standards set forth in Government Code section 65583.1, subdivision (c). Please note, motel, hotel, hostel rooms or other structures that are converted from non-residential to residential units pursuant to Government Code section 65583.1(c)(1)(D) are considered net-new housing units and must be reported in Table A2 and not reported in Table F.

Activity Type	Units that Do Not Count Towards RHNA ⁺ Listed for Informational Purposes Only				Units that Count Towards RHNA ⁺ Note - Because the statutory requirements severely limit what can be counted, please contact HCD at apr@hcd.ca.gov and we will unlock the form which enable you to populate these fields.				The description should adequately document how each unit complies with subsection (c) of Government Code Section 65583.1 ⁺ . For detailed reporting requirements, see the checklist here: https://www.hcd.ca.gov/community-development/docs/adequate-sites-checklist.pdf
	Extremely Low-Income ⁺	Very Low-Income ⁺	Low-Income ⁺	TOTAL UNITS ⁺	Extremely Low-Income ⁺	Very Low-Income ⁺	Low-Income ⁺	TOTAL UNITS ⁺	
Rehabilitation Activity									
Preservation of Units At-Risk									
Acquisition of Units									
Mobilehome Park Preservation									
Total Units by Income									

Jurisdiction	Oakley	
Reporting Period	2025	(Jan. 1 - Dec. 31)
Planning Period	6th Cycle	01/31/2023 - 01/31/2031

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Housing Element Implementation

Note: "+" indicates an optional field
 Cells in grey contain auto-calculation formulas

Table F2																	
Above Moderate Income Units Converted to Moderate Income Pursuant to Government Code section 65400.2																	
For up to 25 percent of a jurisdiction's moderate-income regional housing need allocation, the planning agency may include the number of units in an existing multifamily building that were converted to deed-restricted rental housing for moderate-income households by the imposition of affordability covenants and restrictions for the unit. Before adding information to this table, please ensure housing developments meet the requirements described in Government Code 65400.2(b).																	
Project Identifier					Unit Types		Affordability by Household Incomes After Conversion						Units credited toward Moderate Income RHNA		Notes		
1					2	3	4						5		6		
Prior APN*	Current APN	Street Address	Project Name*	Local Jurisdiction Tracking ID	Unit Category (2 to 4,5+)	Tenure R=Renter	Very Low-Income Deed Restricted	Very Low-Income Non Deed Restricted	Low-Income Deed Restricted	Low-Income Non Deed Restricted	Moderate-Income Deed Restricted	Moderate-Income Non Deed Restricted	Above Moderate-Income	Total Moderate Income Units Converted from Above Moderate	Date Converted	Notes	
Summary Row: Start Data Entry Below							0	0	0	0	0	0	0	0	0		

Jurisdiction	Oakley
Reporting Period	2025 (Jan. 1 - Dec. 31)
Period	6th Cycle 01/31/2023 - 01/31/2031

NOTE: This table must only be filled out if the housing element sites inventory contains a site which is or was owned by the reporting jurisdiction, and has been sold, leased, or otherwise disposed of during the reporting period.

ANNUAL ELEMENT PROGRESS REPORT
Housing Element Implementation

Note: "+" indicates an optional field
 Cells in grey contain auto-calculation formulas

Table G						
Locally Owned Lands Included in the Housing Element Sites Inventory that have been sold, leased, or otherwise disposed of						
Project Identifier						
1				2	3	4
APN	Street Address	Project Name⁺	Local Jurisdiction Tracking ID⁺	Realistic Capacity Identified in the Housing Element	Entity to whom the site transferred	Intended Use for Site
Summary Row: Start Data Entry Below						

Jurisdiction	Oakley	NOTE: This table must contain an inventory of ALL surplus/excess lands the reporting jurisdiction owns	Note: "+" indicates an optional field Cells in grey contain auto-calculation formulas
Reporting Period	2025		

**ANNUAL ELEMENT PROGRESS REPORT
Housing Element Implementation**

Table H Locally Owned Surplus Sites						
Parcel Identifier				Designation	Size	Notes
1	2	3	4	5	6	7
APN	Street Address/Intersection	Existing Use	Number of Units	Surplus Designation	Parcel Size (in acres)	Notes
Summary Row: Start Data Entry Below						
034-040-028	Neroly Road	Vacant		Surplus Land	3.98	
033-302-026	95 Laurel Road	Vacant		Surplus Land	1	Deeded to City for Child Care use
035-181-005	3960 Main Street	Vacant		Surplus Land	0.569	
035-181-004	3960 Main Street	Vacant		Surplus Land	0.02	
037-150-030	2950 Main Street	Vacant		Surplus Land	0.32	
037-150-026	2990 Main Street	Vacant		Surplus Land	0.91	
035-131-003	220 O'Hara Ave	Vacant		Surplus Land	0.62	
035-131-002	215 Second Street	Other		Surplus Land	0.62	Improved with old Fire Station, last used as the Oakley Senior Center

Jurisdiction	Oakley	
Reporting Period	2025	(Jan. 1 - Dec. 31)
Planning Period	6th Cycle	01/31/2023 - 01/31/2031

ANNUAL ELEMENT PROGRESS REPORT

Housing Element Implementation

NOTE: STUDENT HOUSING WITH DENSITY BONUS ONLY. This table only needs to be completed if there were student housing projects WITH a density bonus approved pursuant to Government Code 65915(b)(1)(F)

Note: "+" indicates an optional field

Cells in grey contain auto-calculation formulas

Table J														
Student housing development for lower income students for which was granted a density bonus pursuant to subparagraph (F) of paragraph (1) of subdivision (b) of Section 65915														
Project Identifier				Project Type	Date	Units (Beds/Student Capacity) Approved							Units (Beds/Student Capacity) Granted	Notes
1				2	3	4							5	6
APN	Street Address	Project Name*	Local Jurisdiction Tracking ID*	Unit Category (SH - Student Housing)	Date	Very Low-Income Deed Restricted	Very Low-Income Non Deed Restricted	Low- Income Deed Restricted	Low- Income Non Deed Restricted	Moderate-Income Deed Restricted	Moderate-Income Non Deed Restricted	Above Moderate-Income	Total Additional Beds Created Due to Density Bonus	Notes
Summary Row: Start Data Entry Below														

Jurisdiction	Oakley	
Reporting Period	2025	(Jan. 1 - Dec. 31)
Planning Period	6th Cycle	01/31/2023 - 01/31/2031

ANNUAL ELEMENT PROGRESS REPORT

Table K

Tenant Preference Policy

Local governments are required to inform HCD about any local tenant preference ordinance the local government maintains when the jurisdiction submits their annual progress report on housing approvals and production, per Government Code 7061 (SB 649, 2022, Cortese). Effective January 1, 2023, local governments adopting a tenant preference are required to create a webpage on their internet website containing authorizing local ordinance and supporting materials, no more than 90 days after the ordinance becomes operational.

Does the Jurisdiction have a local tenant preference policy?	No	
If the jurisdiction has a local tenant preference policy, provide a link to the jurisdiction's webpage containing authorizing local ordinance and supporting materials.		
Notes		

Jurisdiction	Oakley	NOTE: This table needs to be completed with any sites within your jurisdiction that were newly added to a National, State, or Local register of historic places within the reporting year. If none, leave blank.	Note: "+" indicates an optional field Cells in grey contain auto-calculation formulas
Reporting Period	2025 (Jan. 1 - Dec. 31)		

**ANNUAL ELEMENT PROGRESS REPORT
Housing Element Implementation**

Table L Historical Resources							
Parcel Identifier		Designation				Size	Notes
1		2				3	4
APN	Street Address/Intersection	Date of Designation	Designation Level	Historic Site Period	Areas of Significance	Parcel Size (in acres)	Notes
Summary Row:							

Jurisdiction	Oakley
Reporting Year	2025 (Jan. 1 - Dec. 31)

ANNUAL ELEMENT PROGRESS REPORT
Local Early Action Planning (LEAP) Reporting
 (CCR Title 25 §6202)

Please update the status of the proposed uses listed in the entity's application for funding and the corresponding impact on housing within the region or jurisdiction, as applicable, categorized based on the eligible uses specified in Section 50515.02 or 50515.03, as applicable.

Total Award Amount \$ - Total award amount is auto-populated based on amounts entered in rows 15-26.

Task	\$ Amount Awarded	\$ Cumulative Reimbursement Requested	Task Status	Other Funding	Notes

Summary of entitlements, building permits, and certificates of occupancy (auto-populated from Table A2)

Completed Entitlement Issued by Affordability Summary		
Income Level	Deed Restricted	Current Year
Acutely Low	Deed Restricted	0
	Non-Deed Restricted	0
Extremely Low	Deed Restricted	0
	Non-Deed Restricted	0
Very Low	Deed Restricted	0
	Non-Deed Restricted	0
Low	Deed Restricted	0
	Non-Deed Restricted	0
Moderate	Deed Restricted	0
	Non-Deed Restricted	0
Above Moderate		243
Total Units		243

Building Permits Issued by Affordability Summary		
Income Level	Deed Restricted	Current Year
Acutely Low	Deed Restricted	0
	Non-Deed Restricted	0
Extremely Low	Deed Restricted	0
	Non-Deed Restricted	0
Very Low	Deed Restricted	0
	Non-Deed Restricted	0
Low	Deed Restricted	0
	Non-Deed Restricted	0
Moderate	Deed Restricted	0
	Non-Deed Restricted	9
Above Moderate		83
Total Units		92

Certificate of Occupancy Issued by Affordability Summary		
Income Level	Deed Restricted	Current Year
Acutely Low	Deed Restricted	0
	Non-Deed Restricted	0
Extremely Low	Deed Restricted	0
	Non-Deed Restricted	0
Very Low	Deed Restricted	0
	Non-Deed Restricted	0
Low	Deed Restricted	0
	Non-Deed Restricted	0
Moderate	Deed Restricted	0
	Non-Deed Restricted	2
Above Moderate		94
Total Units		96

Oakley Housing Fund
SB 341 Annual Reporting Requirements for Housing Successors to
Redevelopment Agencies
For Fiscal Year Ended June 30, 2025

1. Amounts Deposited into the Low & Moderate Housing Asset Fund, distinguishing any amounts deposited for items listed on the Recognized Obligation Payment Schedule (ROPS) from other amounts deposited.

a. ROPS Schedule Funding	\$0
b. Loan Payments Received	\$54,081
c. Interest Earnings on Cash Balances	\$18,946
Total Deposits	\$73,027

2. A statement of the balance in the fund as of the close of the fiscal year, distinguishing any amounts held for items listed on the ROPS from other amounts:

a. Cash	\$488,079
b. Restricted for Current Payables	\$0
c. Available Cash Balance	\$488,079

3. Description of the expenditures from the fund by category, including, but not limited to, expenditures (A) for monitoring and preserving the long-term affordability of units subject to affordability restrictions or covenants entered into by the redevelopment agency or the housing successor and administering the activities described in paragraphs (2) and (3) of subdivision (a), (B) for homeless prevention and rapid rehousing services for the development of housing described in paragraph (2) of subdivision (a), and (C) for the development of housing pursuant to paragraph (3) of subdivision (a).

a. Monitoring and Preserving LT Affordability of Units	\$3,800
b. Homeless Prevention	\$0
c. Development of Housing	\$0
d. Other (accounting, bank fees, etc.)	\$55,005
Total Expenditures	\$58,805

4. As described in paragraph (1) of subdivision (a), the statutory value of real property owned by the housing successor, the value of the loans and grants receivable, and the sum of these two amounts.

a. Real Property Owned	\$0
b. Loans Receivable	\$12,628,284
Total	\$12,628,284

5. Description of any transfers made pursuant to paragraph (2) of subdivision (C) in the previous fiscal year and, if still unencumbered, in earlier fiscal years and a description of and status update on any project for which transferred funds have been or will be expended if that project has not yet been placed in service.

\$0 (No transfers made under this section, in the current or any prior year).

6. Description of Projects for which the Oakley Housing Fund receives or is holding property tax revenue pursuant to the ROPS and the status of that project.

N/A -The Oakley Housing Fund neither receives nor holds property tax revenue pursuant to a ROPS.

7. For interests in real property acquired by the former redevelopment agency prior to February 1, 2012, a status update on compliance with section 33334.16. For interest in real property acquired on or after February 1, 2012, a status update on the project.

N/A – The Oakley Housing Fund owns no real property.

8. a. A description of outstanding obligations pursuant to Section 33413 that remain to transfer to the Housing Successor on February 1, 2012.

The Oakley Housing Fund is obligated to pay the remaining deferred impact fee obligation related to the Oakley Cypress Associates project. The balance at June 30, 2025, including interest, was \$1,302,018.

- b. A description of the Housing Successor's progress in meeting obligations described in 8a.

Very little progress has been made since dissolution of the Oakley Redevelopment Agency, as these fees were only recently confirmed as solely a Housing Successor obligation, and the Department of Finance continually denied any Successor Agency payment.

- c. A description of the housing successor's plan to meet unmet obligations described in 8a.

The Housing Successor receives loan repayments each year, and after paying for the services described in item 3 above, it will continue to use remaining balances to pay down this obligation. Given the state of the projects and length of the loan repayment terms, payment of the impact fees may take decades.

9. Information required by subparagraph (B) or paragraph (3) of subdivision (a).

N/A.

10. Percentage of units of deed-restricted rental housing restricted to seniors and assisted individually or jointly by the Housing Successor, its former RDA and its host jurisdiction within the last 10 years in relation to the aggregate number of units of deed-restricted rental housing assisted individually or jointly by the housing successor, its former RDA and its host jurisdiction within the same time period.

a. 44%

11. a. The amount of excess surplus. N/A – None.

b. The amount of time that the successor agency has had the excess surplus.
N/A

c. The housing successor's plan for eliminating the excess surplus. N/A

RESOLUTION NO. XX-26

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OAKLEY MAKING FINDINGS AND APPROVING THE HOUSING ELEMENT ANNUAL PROGRESS REPORT (REPORTING YEAR 2025)

WHEREAS, in November 1998, the voters approved the incorporation of the City of Oakley, to be effective July 1, 1999; and

WHEREAS, on July 1, 1999, the City of Oakley was incorporated; and

WHEREAS, after incorporation, the City adopted the Contra Costa County General Plan for the Oakley Area as its General Plan, the County's subdivision ordinance as its subdivision Ordinance, and the County's zoning ordinance as its zoning ordinance (Ordinance Nos. 1-99, 17-99, 22-99). Since that time, the City has prepared its own General Plan, as required by Government Code Section 65360; and

WHEREAS, in December 2002, the Oakley City Council adopted the Oakley 2020 General Plan; and as part of the General Plan the City developed a 2001-2007 Housing Element, which was certified by The State Department of Housing and Community Development (HCD) in 2005; and

WHEREAS, in August 2009, the Oakley City Council adopted the 2007-2014 Housing Element; and

WHEREAS, in January 2015, the Oakley City Council adopted the 2015-2023 Housing Element; and

WHEREAS, in May 2023, the Oakley City Council adopted the 2023-2031 Housing Element; and

WHEREAS, the City is required to provide housing opportunities for all income groups. HCD reviews the Housing Element portion of the General Plan and requires an Annual Element Progress Report on the implementation of the Housing Element;

WHEREAS, the Housing Element Annual Report includes the SB 341 Report as an attachment for the purposes of this resolution;

WHEREAS, the SB 341 Report, which requires annual reporting for housing successors to redevelopment agencies, will be separately submitted to HCD, as well as posted on the City's website.

NOW, THEREFORE, on the basis of the above findings of fact and the entire Record, the City Council makes the following additional findings in support of the approvals:

1. The City has completed the Housing Element Annual Progress Report for reporting year 2025, which outlines the progress the City has made on the goals and policies outlined in the Housing Element:
 - a. The City shall meet the State Department of Housing and Community Development Department (HCD) requirements to ensure the City is providing adequate housing types for all income groups.
 - b. Compliance with HCD requirements will provide for orderly and well-balanced growth within the City.

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 Snodgrass, City Clerk

Date

Approved and Forwarded to the City Council

DATE: March 24, 2026
TO: Joshua McMurray, City Manager
FROM: Billilee Saengchalern, Public Works Director/City Engineer
SUBJECT: 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)

Background and Analysis

The Developer, Kenneth and Evelyn Ferrante, is currently processing a minor subdivision (MS 22-976) for the property located at 2540 Oakley Road. As a condition of development, City Ordinance 10-01 requires the construction of specified public improvements along the property frontage. The Developer has requested to defer these improvements. Under Ordinance 10-01, the City may permit a developer to execute a Deferred Improvement Agreement (DIA) in lieu of immediate construction. This allows the City to ensure the improvements are built at a later date, typically when adjacent parcels develop or a specific triggering event occurs, while allowing the current minor subdivision to proceed.

The improvements being requested to be deferred include:

- Undergrounding of overhead utilities
- Construction of a 6-foot-wide meandering sidewalk
- Grading and landscaping of a 17.5-foot parkway element
- Installation of public streetlights and necessary signage

The proposed subdivision is located along Oakley Road west of Live Oak Avenue. The frontage improvements is approximately 350 linear feet along the northern half of Oakley Road. The site is challenging to improve with limited right of way and remaining rural current condition of this roadway has been unimproved with no storm drain nor existing curb and gutter in this area.

Consistency with the Oakley Strategic Plan 27+

The approval of this agreement is consistent with the Oakley Strategic Plan under the Community Health and Safety Goal to provide safe streets in Oakley by ensuring that required infrastructure is legally bound for future completion to City standards.



Fiscal Impact

There is no immediate fiscal impact on the City's General Fund. The Developer is required to provide financial security in the form of a Faithful Performance bond and a Labor and Materials bond, each representing 100% of the estimated construction cost (\$295,500). These securities ensure the City has the funds to complete the work should the Developer default.

Staff Recommendation

Staff recommend that the City Council 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.

Attachments

1. Resolution
2. Deferred Improvement Agreement



RESOLUTION NO. XX-26

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OAKLEY APPROVING A DEFERRED IMPROVEMENT AGREEMENT WITH KENNETH FERRANTE AND EVELYN FERRANTE, TRUSTEES OF THE KENNETH AND EVELYN FERRANTE 2014 TRUST, FOR PUBLIC FRONTAGE IMPROVEMENTS ASSOCIATED WITH MS 22-976 (2540 OAKLEY ROAD)

WHEREAS, the Developer is the owner of real property located at 2540 Oakley Road (APN 037-080-021) and is seeking to complete a minor subdivision (MS 22-976); and

WHEREAS, City Ordinance 10-01 requires the construction of certain public frontage improvements as a condition of property development, but allows for the deferral of such improvements through a written agreement; and

WHEREAS, the Developer has requested to defer the construction of approximately 350 linear foot of frontage improvements, including utility undergrounding, sidewalk construction, and parkway landscaping, as detailed in the Deferred Improvement Agreement and Exhibit C (Cost Estimate).

WHEREAS, the estimated cost of the deferred improvements is \$295,500, and the Developer will provide the required bonds to secure the performance of this work; and

WHEREAS, the City Engineer has reviewed the proposed agreement and exhibits and finds them to be in substantial conformance with City standards, and.

NOW, THEREFORE, BE IT RESOLVED AND ORDERED, by the City Council of the City of Oakley that the Deferred Improvement Agreement between the City of Oakley and Kenneth and Evelyn Ferrante, Trustees of the Kenneth and Evelyn Ferrante 2014 Trust, is hereby approved.

BE IT FURTHER RESOLVED AND ORDERED, that the City Manager is authorized to execute said agreement and the City Clerk is directed to record the agreement with the Contra Costa County Recorder.

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

AYES:
NOES:
ABSENT:
ABSTENTIONS:

APPROVED:

Hugh Henderson, Mayor

ATTEST:

Kim Snodgrass, City Clerk

Date

Recording Requested by:

City Engineer
City of Oakley
3231 Main Street
Oakley, CA 94561

When Recorded Mail To:

City Engineer
City of Oakley
3231 Main Street
Oakley, CA 94561

A.P.N. 037-080-021

Space above this line for Recorder's Use

**DEFERRED IMPROVEMENT AGREEMENT BETWEEN
THE CITY OF OAKLEY AND
KENNETH FERRANTE AND EVELYN FERRANTE
MS 22-976
(2540 Oakley Road)**

This Deferred Improvement Agreement (the "Agreement") is made and entered into this 24th day of March, 2026, by and between the City of Oakley, a municipal corporation ("CITY") and Kenneth Ferrante and Evelyn Ferrante, Trustees of the Kenneth and Evelyn Ferrante 2014 Trust ("DEVELOPER").

RECITALS

A. DEVELOPER is the owner of certain real property located within the City of Oakley, County of Contra Costa, at 2540 Oakley Road, and more particularly described in Exhibit A (description), attached hereto and incorporated herein ("Property"). A plat showing the location of the Property is attached as Exhibit B (plat).

B. DEVELOPER wishes to make improvements to the property and the CITY requires among other things, that DEVELOPER construct specified public improvements pursuant to Ordinance 10-01.

C. Ordinance 10-01 may permit DEVELOPER to execute a deferred improvement agreement in-lieu of constructing improvements.

D. DEVELOPER has requested, and CITY has agreed, to defer DEVELOPER's obligation to make certain improvements listed below. By entering into this Agreement, DEVELOPER remains obligated to make such improvements, but in accordance with the period of time set forth herein.

AGREEMENT

1. Recitals

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

2. Improvements to be Constructed

a. DEVELOPER shall construct all improvements as required by the project conditions of approval. The improvements deferred by this Agreement (the "Improvements") are generally described as follows (and as attached hereto as Exhibit D):

Construct the frontage improvements along Oakley Road per City of Oakley standards for a two-lane collector as shown on the typical section of the Tentative Parcel Map, including the following: 1) Undergrounding of overhead utilities including modification of impacted existing overhead service laterals 2) Construction of meandering sidewalk, six feet in width (6'), 3) Grading of Oakley Road parkway element from back of existing curb (parkway width is 17.5'), 4) Parkway landscaping consisting of approximately 4,175 square feet, 5) Public street lights, pull boxes and street light trenching, 6) Adjustment to grade of existing utility boxes impacted by grading operations and necessary signage as shown and reflected on the Oakley Road Deferred Improvement Agreement Exhibit D.

b. The current estimated cost of constructing the Improvements is **\$295,500** as reflected in the cost estimate attached hereto as Exhibit C (cost estimate).

c. All such Improvements shall be constructed in accordance with the CITY's design standards and ordinances or as may be approved in writing by the City Engineer. Upon completion DEVELOPER shall furnish CITY with a complete and reproducible set of final as-built plans of the Improvements, including any authorized modifications.

3. Completion Time.

a. Improvements shall be constructed at such time the City Engineer deems it necessary to be constructed. Such execution of work would be coordinate when the City deems it necessary to construct the full width of improvements along this segment of Oakley Road.

c. DEVELOPER shall submit improvement plans for the Improvements, prepared by a registered civil engineer, to the City Engineer and pay all applicable permit fees.

4. Security

- a. Concurrently with the submission of the improvement plans to the City Engineer pursuant to Section 3(c) above, DEVELOPER shall furnish CITY with the following security in the forms specified in Government Code sections 66499.1 and 66499.2 or in a form satisfactory to the City Attorney if different from such Government Code forms:
 - i. Faithful Performance. Either a cash deposit, a corporate surety bond issued by a company duly and legally licensed to conduct a general surety business in the State of California, or an instrument of credit equivalent to one hundred percent (100%) of the estimate set forth in Section 2(b) above and sufficient to assure CITY that the Improvements will be satisfactorily completed.
 - ii. Labor and Materials. Either a cash deposit, a corporate surety bond issued by a company duly and legally licensed to conduct a general surety business in the State of California, or an instrument of credit equivalent to one hundred percent (100%) of the estimate set forth in Section 2(b) above and sufficient to assure CITY that DEVELOPER'S contractors, subcontractors, and other persons furnishing labor, materials, or equipment shall be paid therefor.
- b. CITY shall be the sole indemnitee named on any instrument required by this Agreement. Any instrument or deposit required herein shall conform to the provisions of Chapter 5 of the Subdivision Map Act (Government Code sections 66499-66499.10), except as may be otherwise approved by the City Attorney.

5. Insurance Required

- a. Prior to the commencement of work under this Agreement, DEVELOPER shall obtain or cause to be obtained and filed with the CITY, all insurance required by CITY as set forth in its standard insurance requirements at the time such work is to commence, and such insurance must be approved by the Administrative Services Director of CITY, or his or her designee, as to form, amount and carrier. Prior to the commencement of work under this Agreement, DEVELOPER, at its own cost and expense, shall also procure "occurrence coverage" insurance against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the work hereunder by the DEVELOPER and its agents, representatives, employees, and subcontractors. DEVELOPER shall provide proof satisfactory to CITY of such insurance that meets the requirements of this Agreement and under forms and amounts of

insurance satisfactory in all respects to the CITY. DEVELOPER shall maintain in full force and effect the insurance coverage in the forms and amounts specified by the CITY throughout the term of the work to be completed, and until final completion and acceptance of the Improvements by the CITY. DEVELOPER shall not allow any work to commence until DEVELOPER has obtained all insurance required by this Agreement and has provided evidence thereof to CITY.

- b. The CITY may approve a variation in the insurance requirements, upon a determination that the coverages, scope, limits, and forms of such insurance are either not commercially available, or that the CITY'S interests are otherwise fully protected.
- i. **Notice of Reduction in Coverage.** In the event that any coverage required by this Section 5 is reduced, limited, or materially affected in any other manner, DEVELOPER shall provide written notice to CITY as DEVELOPER'S early as practicable and in no case later than five (5) days after DEVELOPER is notified of such change in coverage.
 - ii. **Failure to Maintain Insurance.** Throughout the term of the work to be completed pursuant to this Agreement, and until final completion and acceptance of the work by CITY, DEVELOPER shall maintain in full force and effect insurance coverage in the forms and amounts required by this Agreement.
 - iii. **Workers' Compensation and Employers Liability Coverage.** DEVELOPER shall use commercially reasonable efforts to cause the insurer to agree to waive all rights of subrogation against the CITY, its officers, officials, employees and volunteers for losses arising from work performed by the DEVELOPER pursuant to this Agreement for the CITY.
 - iv. **All Coverages.** Each insurance policy required by this Section 5 shall be endorsed to provide that coverage shall not be suspended, voided, cancelled by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the CITY.
 - v. **Acceptability of Insurers.** Insurance is to be placed with insurers with a Bests' rating of no less than A:VII.
 - vi. **Verification of Coverage.** DEVELOPER shall furnish CITY with certificates of insurance and with original endorsements effecting coverage required by this Section 5. The certificates and endorsements are to be received and approved by the CITY before work pursuant to this Agreement commences. The CITY reserves

the right to require complete, certified copies of all required insurance policies, at any time.

- c. **Subcontractors.** DEVELOPER and/or DEVELOPER's general contractor shall include all subcontractors as insureds under its policies or shall obtain separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements provided in this Section 5.

6. **Warranty Period**

- a. Except as otherwise expressly provided in this Agreement, and excepting only items of routine maintenance, ordinary wear and tear and unusual abuse or neglect, for a period of one (1) year after the date CITY accepts the Improvements, DEVELOPER agrees to maintain the Improvements and repair any defects or unsatisfactory work to the reasonable satisfaction of the City Engineer. CITY shall provide written notice to DEVELOPER of any repair or correction work which in the reasonable opinion of the City Engineer, must be completed. DEVELOPER shall repair or make such correction of such Improvements without expense or charge of any nature whatsoever to CITY.
- b. In the event the DEVELOPER shall fail to comply with the conditions of Section 6(a) above, within thirty (30) days (or such reasonably longer period if the repair or correction work cannot be reasonably completed within such thirty (30) day period), after being notified of the repair or correction in writing, CITY shall have the right, but shall not be obligated, to make, or cause to be made, the repair or correction, and DEVELOPER shall promptly pay to CITY the reasonable costs and expense of such repair or correction. Notwithstanding anything herein to the contrary, in the event that any repair or correction results in a condition which constitutes an immediate hazard to the public health, safety, or welfare, CITY shall have the right to immediately make, or cause to be made, such repair or correction, and DEVELOPER shall promptly pay to CITY the reasonable costs and expense of such repair or correction. The foregoing statement relating to hazards to health and safety shall be deemed to include either temporary or permanent repairs that may be required, as determined in the sole discretion and reasonable judgment of CITY.

7. **Inspection of the Work**

DEVELOPER shall provide reasonable access to CITY through its City Engineer and his or her designated representative for the inspection of the work throughout construction of the Improvements. Such CITY representative shall have the authority to reject all materials and workmanship which are not in accordance with the Approved Plans, and all such materials and or work shall be

removed promptly by DEVELOPER and replaced to the reasonable satisfaction of CITY without any expense to CITY in strict accordance with the Approved Plans.

8. Agreement Assignment

This Agreement shall not be assigned by DEVELOPER without the written consent of CITY which consent shall not be unreasonably withheld, conditioned or delayed.

9. No Agency Relationship; Defaults

- a. Neither DEVELOPER nor any of DEVELOPER'S, employees, agents or contractors are or shall be considered, construed or implied to be agents of CITY in connection with the performance of DEVELOPER's obligations under this Agreement.
- b. If, subject to Force Majeure (as defined below), DEVELOPER refuses or fails to complete, or cause the completion of, the Improvements pursuant to this Agreement within the time specified in Section 3 above, or any extension thereof, or if DEVELOPER should be adjudged as bankrupt, or should make a general assignment for the benefit of DEVELOPER's creditors, or if a receiver should be appointed, or if DEVELOPER, or subject to notice and cure periods, any of DEVELOPER'S contractors, subcontractors, agents or employees should violate any of the provisions of this Agreement and fails to cure such violation within the applicable cure period, the CITY, through its City Engineer may serve written notice on DEVELOPER and DEVELOPER's surety or holder of other security of breach of this Agreement, or of any portion, thereof, and default of DEVELOPER. "Force Majeure" shall mean for purposes of this Agreement delay in DEVELOPER'S performance of its obligations under this Agreement which are beyond the reasonable control of DEVELOPER, including but not limited to work stoppage, acts of nature, acts of war, civil disorders and/or similar acts.

10. Use of Improvements

At all times prior to the final acceptance of the Improvements by CITY, the use of any or all such Improvements shall be at the sole and risk of DEVELOPER.

11. Safety Devices

DEVELOPER shall provide and maintain such guards, watchmen, fences, barriers, regulatory signs, warning lights, and other safety devices adjacent to and on the construction site of the Improvements as may be reasonably necessary to prevent accidents to the public and damage to the Property. At

completion of the work to be performed under this Agreement, all fences, barriers, regulatory signs, warning lights, and other safety devices (except such safety items as may be shown on the Approved Plans and included in the Improvements) shall be removed from site of the work by the DEVELOPER, and the construction site of the Improvements left clean and orderly.

12. Acceptance of Work

Upon notice of the completion of all construction of the Improvements and the delivery of the set of final as-built plans required by Section 2(c) above to CITY by DEVELOPER, CITY through its City Engineer or his or her designated representative, shall examine the work without delay, and, if found to be in accordance with the Approved Plans and this Agreement, shall recommend acceptance of the Improvements to the City Council. The City Council may accept the Improvements by the adoption of a resolution, and the City Engineer shall notify DEVELOPER or its designated agents of such acceptance.

13. Liability

- a. Indemnity. DEVELOPER hereby warrants that all work will be performed in a workmanlike manner. DEVELOPER agrees to indemnify, defend, release, and hold harmless CITY, and each of its elective and appointive boards, commissions, officers, agents and employees (collectively, the "Indemnified Parties"), from and against any and all loss, claims, suits, liabilities, actions, damages, or causes of action of every kind, nature and description, directly or indirectly arising out of DEVELOPER'S or its employees, agents, or independent contractors performance or failure to comply with the obligations under this Agreement, except to the extent caused by the negligence or willful misconduct of the Indemnified Parties; provided as follows:
 - i. That CITY does not, and shall not, waive any rights against DEVELOPER which it may have by reason of the aforesaid hold harmless agreement, because of the acceptance by CITY, or the deposit with CITY by DEVELOPER, of any of the insurance policies described in Section 5 hereof.
 - ii. That the aforesaid hold harmless agreement by DEVELOPER shall apply to all damages and claims for damages of every kind suffered, or alleged to have been suffered, by reason of any of the aforesaid operations referred to in this Section 14(a), regardless of whether or not CITY has prepared, supplied, or approved of plans and/or specifications for the subdivision, except to the extent caused by the negligence or willful misconduct of the Indemnified Parties, or regardless of whether or not such insurance policies

shall have been determined to be applicable to any of such damages or claims for damages.

- b. Design Defect. If, in the opinion of the CITY, a design defect in the work of the improvements becomes apparent during the course of construction and such design defect, in the reasonable opinion of the CITY, may substantially impair the public health and safety, DEVELOPER shall, upon order by the CITY, correct, or cause the correction of such design defect at its cost and expense.
- c. Litigation Expenses. In the event that legal action is instituted by either party to this Agreement, and such action seeks damages for breach of this Agreement or seeks to specifically enforce the terms of this Agreement, and, in the event judgment is entered in such action, the prevailing party shall be entitled to recover its attorneys' fees and court costs.

14. Recordation

This Agreement shall be recorded in the office of the County Recorder of Contra Costa County, California.

15. Notices

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

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

Attn:
Public Works Director
City of Oakley
3231 Main Street
Oakley, CA 94561

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

Attn:
Ken & Evelyn Ferrante
1789 Surfside Place
Discovery Bay, CA 94505

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

16. Miscellaneous Provisions

- a. This Agreement and the Approved Plans contain the entire agreement between DEVELOPER and the CITY with respect to the Improvements. No modification to this Agreement shall be effective unless it is in writing, signed by the DEVELOPER and the CITY.
- b. The laws of the State of California shall govern this Agreement. The invalidity, in whole or in part, of any provision of this Agreement will not void or affect the validity of any other provision of this Agreement.
- c. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which, together, shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

CITY:

DEVELOPER/OWNER:

**CITY OF OAKLEY,
a municipal corporation**

By:

By:

Joshua McMurray, City Manager

Kenneth Ferrante,

ATTEST:

Kim Snodgrass, City Clerk

Evelyn Ferrante,

Trustees of the Kenneth and Evelyn
Ferrante 2014 Trust

APPROVED AS TO FORM:

Derek P. Cole, City Attorney

EXHIBIT A
DESCRIPTION

This parcel is located at 2540 Oakley Rd, Oakley, CA 94561
(APN# 037-080-021)

EXHIBIT B
Vicinity Map



EXHIBIT C
Cost Estimate

Milani & Associates
 2655 Stanwell Drive, Suite 105
 Concord, CA 94520
 925-674-9082
 Fax: 925-674-9279

Civil Engineers
 Land Planners
 Surveyors

Date: 02/06/26
 Job # 1953

By: MEM

Draft

1953/cost estimate/dia/1953 DIA costest.02-06-26

Preliminary Engineer's Opinion of Probable Construction Costs
 Minor Subdivision 22-976
 2540 Oakley Road, Contra Costa County, California

Deferred Improvement Agreement - Oakley Road Frontage Improvements

363

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
<u>Finish Grading & Paving</u>					
1	Grading to R/W line-Frontage (17.5' X 363')	6,355	s.f	3.00	19,065
	Sub-Total				\$19,065
<u>Street Furniture</u>					
1	Street Name Sign	1	each	650.00	650
	Sub-Total				\$650
<u>Street Work - Concrete</u>					
1	6' detached Sidewalk (363 lf)	2,178	s.f.	20.00	43,560
2	Allocation for traffic control - Oakley Road	3	day	2,000.00	6,000
	Sub-Total				\$49,560
<u>Joint Trench Facilities</u>					
1	Overhead Electric - Rule 20 underground	390	l.f.	390.00	152,100
2	Convert Single Family/Commercial Buildings to underground	1	each	4,000	4,000
3	Street Lights including box & cable	3	each	3,500	10,500
4	Street Lights cable & pull boxes	363	l.f.	30	10,890
	Sub-Total				\$177,490

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
<u>Micellaneous</u>					
1	Parkway Landscaping	4,175	s.f.	5.00	20,875
2	Allocation for existing meter box adjustments	1	l.s.	950.00	950
Sub-Total					\$21,825
TOTAL CONSTRUCTION COST					\$268,590
10% CONTINGENCY					\$26,900
GRAND TOTAL - CONSTRUCTION COST (Rounded to Nearest \$100)					\$295,500

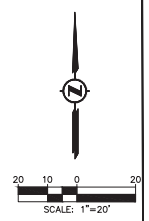
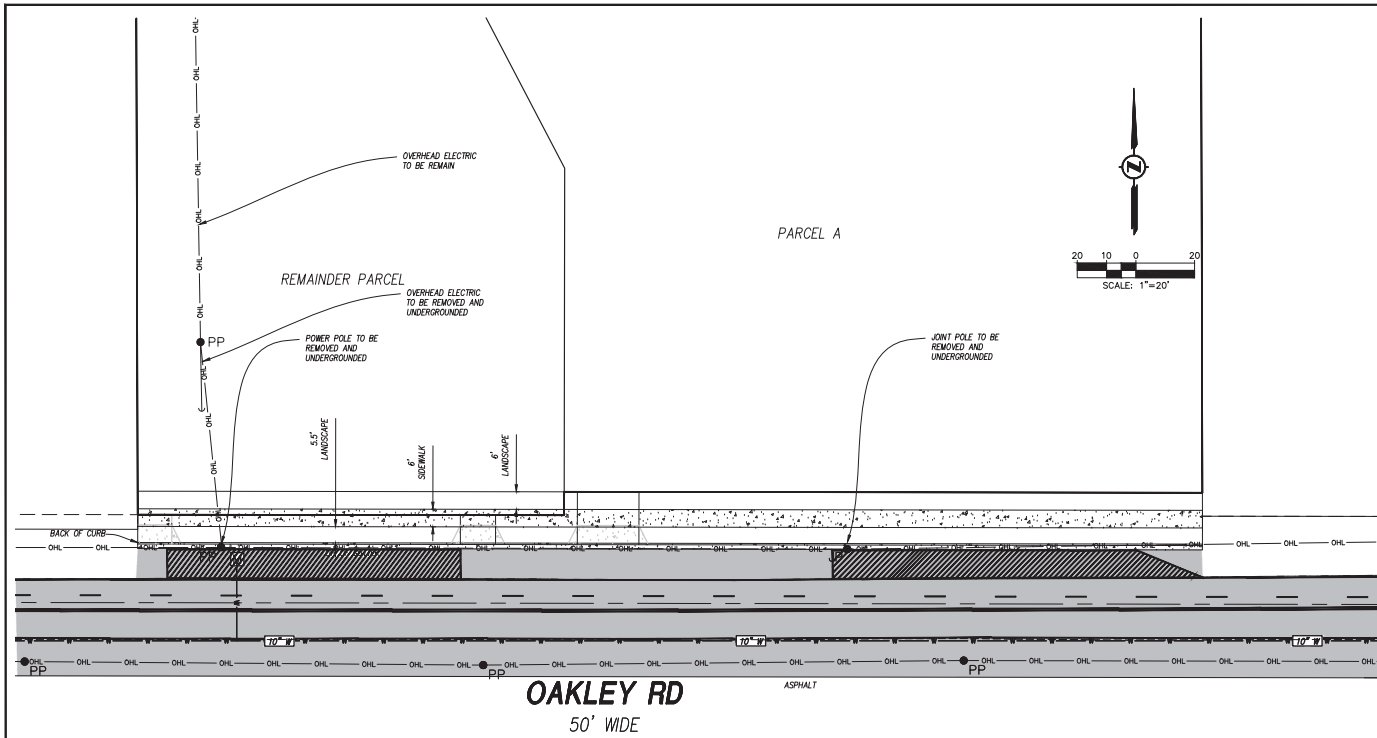
Exceptions & Exclusions:

This estimate is based upon information available at this time and Milani & Associates assumes no liability for changes in prices due to unforeseen conditions or changes required by governing agencies.

This Estimate is based upon the following:

1. Oakley Road Design speed - 45 mph (posted 35 mph)
2. Oakley Road Section 5" AC/19" AB
3. Frontage transition length = 300 lf (35 mph*8') both ends
4. Oakley Road frontage taken a 363 lf.

EXHIBIT D
Improvements



DIA SCHEDULE OF WORK
 DIA WILL CONSTRUCT THE REMAINING FRONTAGE IMPROVEMENTS ALONG OAKLEY ROAD PER THE CITY OF OAKLEY STANDARDS FOR A TWO-LANE COLLECTOR AS SHOWN ON THIS SHEET, INCLUDING THE FOLLOWING:
 1) UNDERGROUNDING OF OVERHEAD UTILITIES, INCLUDING MODIFICATION OF IMPACTED EXISTING OVERHEAD SERVICE LATERALS,
 2) CONSTRUCTION OF MEANDERING SIDEWALK, SIX FEET IN WIDTH (6'),
 3) GRADING OF OAKLEY ROAD PARKWAY ELEMENT FROM BACK OF EXISTING CURB,
 4) PARKWAY LANDSCAPING CONSISTING OF APPROXIMATELY 4,175 SQUARE FEET,
 5) PUBLIC STREET LIGHTS, POLL BONES AND STREET LIGHT TRENCHING,
 6) ADJUSTMENT TO GRADE OF EXISTING UTILITY BOXES IMPACTED BY GRADING OPERATIONS AND NECESSARY SIGNAGE AS SHOWN AND REFLECTED ON THE OAKLEY ROAD IMPROVEMENT PLAN.

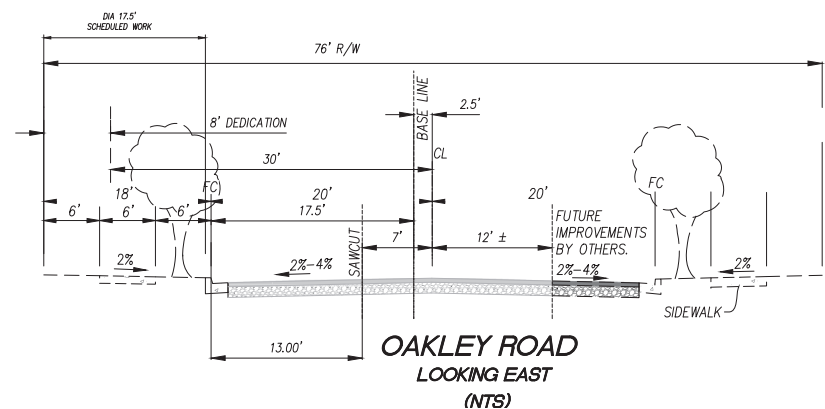


EXHIBIT "D"

REVIEW COPY
 SUBJECT TO REVISION
 NOT FINAL
 THIS NOTICE TO BE REMOVED UPON
 COMPLETION OF MAP AND UPOON
 AGENT/CITY APPROVAL OF MAP

Storm Water Monitoring & Reporting
 Land Development Engineering
 Environmental Engineering
 Municipal Engineering
 Surveying & Mapping
 Construction Staking

2655 Stanwell Drive, Suite 105
 Concord, CA 94520
 Phone: (925) 674-9082
 Fax: (925) 674-9279
 Web: www.milaniassociates.com

MS 22-976
DEFERRED IMPROVEMENT AGREEMENT
 2540 OAKLEY ROAD
 CITY OF OAKLEY CONTRA COSTA COUNTY CALIFORNIA

DESIGNED UNDER THE DIRECTION OF:
 MICHAEL E. MILANI DATE: _____
 R.C.E. No. 35121 REGISTRATION EXPIRES 9-30-27 L.S. No. 8311 REGISTRATION EXPIRES 12/31/27
 DESIGN: MEM JOB NO: 1953
 DRAWN: TKA DATE: FEB 2026
 CHECKED: MEM SCALE: AS SHOWN



NO.	REVISIONS	BY	APP	DATE	SHEET
					1
					1
					OF
					SHEETS

DATE: March 24, 2026
TO: Joshua McMurray, City Manager
FROM: Jeri Tejada, Administrative Services Director
SUBJECT: 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

Approved and Forwarded to the City Council

Background and Analysis

The City of Oakley is a member of the Municipal Pooling Authority (MPA) a Joint Powers Authority (JPA). MPA provides the City as well as other members with the administration of self-insured insurance coverage for liability, worker’s compensation, and vehicle coverage as well as access to participate in fourteen additional programs that offer coverage for property, crime, cyber and employee benefits. To be a member of MPA each governing body must agree to a Joint Exercise of Powers Agreement (JPEA) with MPA.

A JPEA is a foundational document that outlines MPA’s powers and organizational structure. The City of Oakley joined the MPA just after incorporation in 2002 and entered into the current JPEA when it was updated in 2005. The JPEA has undergone an extensive review and revision process and is being presented tonight for approval to adopt the Municipal Pooling Authority Amended and Restated Joint Exercise of Powers Agreement.

On February 27, 2025, the MPA Coverage and Governance Committee recommended JPEA amendments to ensure alignment with other relevant documents and laws. The MPA Executive Committee approved these with revisions on March 26, 2025, and the Board of Directors gave final approval on April 10, 2025. Board-approved amendments were sent to all members for feedback, after which MPA staff and legal counsel made further revisions based on input received. The MPA Board of Directors approved the final Amended/Restated JPEA on January 13, 2026. The Amended/Restated JPEA must now be approved by each member by resolution of the member’s governing body and signed by each member’s designee.

In response to member feedback and the edits recommended by the MPA Coverage Committee, additional revisions have been incorporated into the JPEA. These changes include both substantive updates and formatting refinements to ensure clarity and consistency:



- Section 3 (Creation of MPA): Language revised to clarify that MPA was previously formed and is continued pursuant to current Government Code provisions (title also changed to “Amended and Restated.”)
- Section 8 (Powers of MPA): Additional language added to address California Association of Joint Powers Authorities (CAJPA) accreditation recommendation regarding language specifying limitation of powers.
- Section 17 (Member Responsibilities): Minor re-wording to clarify that obligations continue beyond participation and to better define a Member’s duty to provide requested information and support investigations.
- Section 23 (Effect of Withdrawal or Expulsion): Clarified language confirming that withdrawal or expulsion does not relieve a Member from obligations under MPA’s governing documents.
- General Formatting and Language Consistency: Several non-substantive edits were made throughout the document to correct formatting issues that arose during the conversion of the original PDF into an editable format. These changes improve internal consistency and readability without altering meaning.

MPA was approved by the state as of July 1, 1977. It currently has twenty-one member municipalities, primarily located in Contra Costa County, with some in Santa Clara, San Joaquin, and San Mateo counties. MPA was formed primarily to reduce the rising costs of private insurance for liability and workers’ compensation. The founding members agreed to pool fiscal resources and share the cost of administering and litigating claims. This pooling of funds is allowed under the Joint Exercise of Powers Act, Government Code Sections 6500-6599.3.

MPA provides valuable resources for training and education, including a comprehensive wellness program, ergonomics program, and online training modules. Participation in a JPA is invaluable for reducing claims exposure and cost. In addition to coverage, MPA has also provided members with grants to meet safety needs within their cities. Oakley has benefited from these grants over the last two years. MPA has a Board of Directors and each member in the pool has a seat on the Board. The Board decides how claims are managed and what is covered by the pool. The JEPA Agreement is the required document that each member’s governing body must approve to join any MPA program.

Below is a list of current active members:



Member	Date Joined
Antioch	5/2/1977
Brentwood	5/2/1977
Clayton	5/2/1977
Danville	2/1/1983
Gilroy	7/1/2015
El Cerrito	5/2/1977
Hercules	5/2/1977
Lafayette	5/2/1977
Manteca	1/1/1998
Martinez	5/2/1977
Moraga	5/2/1977
Mountain House	7/1/2024
Oakley	7/1/2002
Orinda	7/1/1986
Pacifica	7/1/2006
Pinole	5/2/1977
Pittsburg	5/2/1977
Pleasant Hill	5/2/1977
San Pablo	5/2/1977
San Ramon	7/1/1986
Walnut Creek	5/2/1977

Consistency with the Oakley Strategic Plan 27+

This agenda item is consistent with the Strategic Plan 27+ goals for Fiscal and Financial Responsibility and Sustainable Organization.

Fiscal Impact

There is no fiscal impact associated with this item.

Staff Recommendation

Staff recommends the City Council 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 and authorizing the Primary or Alternate Board member to sign the agreement.



Attachments

1. Resolution
2. Municipal Pooling Authority Amended and Restated Joint Exercise of Powers Agreement-Redlined
3. Municipal Pooling Authority Amended and Restated Joint Exercise of Powers Agreement



RESOLUTION NO. X-26

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OAKLEY APPROVING THE MUNICIPAL POOLING AUTHORITY AMENDED AND RESTATED JOINT EXERCISE OF POWERS AGREEMENT WITH THE CITY OF OAKLEY AND OTHER PUBLIC AGENCY MEMBERS

WHEREAS, Government Code Section 6502 provides that two or more public agencies may, by agreement, jointly exercise any power common to the contracting parties, if authorized by their respective legislative or other governing bodies; and

WHEREAS, under this statutory authority, a new public entity, the Municipal Pooling Authority (MPA), was formed in 1977 by a Joint Exercise of Powers Agreement (JEPA), under which members were afforded the opportunity to insure against various risks jointly, rather than individually; and

WHEREAS, the City became a Member Agency of MPA on July 1, 2002; and

WHEREAS, there have been previous amendments to the MPA JEPA; and

WHEREAS, the members of MPA now wish to further amend the JEPA; and

WHEREAS, an Amended and Restated Joint Exercise of Powers Agreement for MPA, is attached hereto and incorporated herein as Exhibit A.

BE IT RESOLVED by the City Council of the City of Oakley does hereby:

1. Approve the execution of the Municipal Pooling Authority Amended and Restated Joint Exercise of Powers Agreement to provide property, workers' compensation, public liability, and other coverages; and
2. Authorize the City's designated primary or alternate MPA Board member to execute the same on behalf of the City.

PASSED, APPROVED AND ADOPTED this 24th day of March, 2026 by the following vote.

AYES:

NOES:

ABSTENTION:

ABSENT:

APPROVED:

Hugh Henderson, Mayor

ATTEST:

Kim Snodgrass, City Clerk

Date

MUNICIPAL POOLING AUTHORITY

AMENDED AND RESTATED JOINT EXERCISE OF POWERS AGREEMENT

This Amended and Restated Joint Exercise of Powers Agreement (hereafter "Agreement") is entered into by and among the public entities listed in Appendix A (hereafter referred to as "Members").

RECITALS

1. The Members are public entities organized and operating under the laws of the State of California;
2. The following State laws, among others, authorize the Members to enter into this Agreement:
 - a. Labor Code Section 3700, allowing a public entity to fund its own workers' compensation claims;
 - b. Government Code Sections 989 and 990, permitting a local public entity to insure itself against liability and other losses;
 - c. Government Code Section 990.4, permitting a public entity to provide insurance and self-insurance in any desired combination;
 - d. Government Code Section 990.6, providing that the cost of insurance authorized under the related sections is a proper charge against the local public entity;
 - e. Government Code Section 990.8, permitting two or more local public entities to enter into an agreement to jointly fund such expenditures under the authority of Government Code Sections 6500, *et seq.*; and
 - f. Government Code Sections 6500, *et seq.*, permitting two or more local public entities to jointly exercise under an agreement any power which is common to each of them.
3. Each of the Members desires to enter into an agreement with each of the others for the purpose of insuring against various risks jointly, rather than individually.
4. Pursuant to Government Code Section 6508.1, the debts, liabilities and obligations of MPA shall not constitute debts, liabilities, or obligations of the Members.
5. MPA was originally formed by a Joint Powers Agreement in 1977. Since that time the Agreement has been amended several times and Members have withdrawn from and new Members have been added to MPA.

NOW, THEREFORE, for and in consideration of the mutual benefits, covenants and agreements set forth herein, the Members agree as follows:

SECTION 1
Authority and Purpose

This Agreement is made under the authority of California Government Code Sections 6500, *et seq.* between the Members. The purpose of this Agreement is to exercise jointly powers common to each Member by managing risks and pooling or purchasing coverage for losses.

SECTION 2
Definitions

Unless the context otherwise requires:

1. "MPA" shall mean the public entity known as the Municipal Pooling Authority created by this Agreement.
2. "Board" shall mean the governing body of MPA.
3. "Chief Administrative Officer" shall mean the person appointed by the Board as the Chief Administrative Officer of MPA.
4. "Claim" shall mean a claim or demand made against a Member arising out of an occurrence that is covered or alleged to be covered by any Memoranda of Coverage issued by MPA or by a purchased policy of insurance.
5. "Member" shall mean any public entity listed in Appendix A to this Agreement.
6. "Memoranda of Coverage" shall mean documents issued by MPA specifying the type, terms, conditions, and limitations of coverage provided by MPA to each Member that participates in the program.

SECTION 3
Creation of MPA

~~Pursuant to Article 1, Chapter 5, Division 7, Title 1 of the California Government Code (commencing with Section 6500), the parties hereto create a~~ public entity, separate and apart from the parties hereto ~~and~~; ~~to be~~ known as the Municipal Pooling Authority, was previously created and is continued pursuant to Article 1, Chapter 5, Division 7, Title 1 of the California Government Code (commencing with Section 6500).

SECTION 4
Terms of Agreement

This Agreement is effective as of [REDACTED] and continues until terminated as hereafter provided. The prior Joint Exercise of Powers Agreement is terminated upon the effective date hereof.

SECTION 5
Governing Board

MPA shall be governed by a Board composed of one individual representative from each Member, each serving in an individual capacity as a member of the Board. Each Member's governing body shall appoint to the Board either its Manager or Director, or the department head or staff person, responsible for its risk management function. Each Board member shall have one vote. Each Member shall appoint one Alternate to the Board. The Alternate shall have the same qualifications as the Board member. The Alternate may vote at any meeting of the Board at which the regular Board member is absent.

SECTION 6
Meetings and Committees

- (a) Committees. The Board may establish an Executive Committee comprised of members of the Board and delegate to it any powers or functions not reserved to the entire Board or otherwise nondelegable. Other regular committees may be created by, or in accordance with, the procedures set forth in Bylaws adopted by the Board. Ad hoc committees may from time to time be established by the President of the Board to serve as temporary committees for a limited purpose.
- (b) Meetings. The Board shall hold at least one regular meeting each year. The Board shall fix the date upon which, and the hour and place at which, each regular meeting is to be held, and the Chief Administrative Officer shall notify each Member of that action. Other meetings of the Board and meetings of any duly established committees may be held in accordance with applicable law. All meetings of the Board and regular committees shall be held in a manner consistent with the Bylaws and in compliance with the Ralph M. Brown Act (California Government Sections 54950, *et seq.*).
- (c) Bylaws and Regulations. The Board may adopt Bylaws and regulations that are not inconsistent either with applicable law or with this Agreement. In the event the Bylaws or regulations are inconsistent with this Agreement, this Agreement shall control. The Chief Administrative Officer shall send to each Member all such Bylaws and regulations, and any amendments thereto, promptly after adoption by the Board.

SECTION 7
Officers

- (a) The Board shall elect a President and Vice-President from among its members to perform the duties set forth in the Bylaws.
- (b) The Chief Administrative Officer shall be the Secretary of MPA and shall be responsible for maintaining all records of MPA.
- (c) The Board shall elect a Treasurer with the qualifications and to perform the duties set forth in the Bylaws.

- (d) The Board may appoint such other officers, employ individuals, and contract with consultants and other professional persons or firms as it considers necessary to carry out the purposes of this Agreement.

SECTION 8
Powers of MPA

MPA ~~shall have the powers and authority to exercise any powers common to its Members and is hereby~~ authorized, in its own name, to do all acts necessary for the exercise of ~~these such common~~ powers, ~~referred to in the Recitals~~ including, but not limited to, each of the following:

- (1) Make and enter into contracts;
- (2) Incur debts, liabilities and obligations but no debt, liability or obligation of MPA is a debt, liability or obligation of any Member, pursuant to Government Code Section 6508.1;
- (3) Acquire, hold or dispose of real and personal property;
- (4) Receive contributions and donations of property, funds, services and other forms of assistance from any source;
- (5) Sue and be sued in its own name;
- (6) Employ agents and employees;
- (7) Acquire, construct, manage and maintain buildings;
- (8) Lease real or personal property including that of a Member;
- (9) Receive, collect, invest, and disburse monies; and
- (10) Carry out other duties as required to accomplish other responsibilities as set forth in this Agreement.

These powers shall be exercised in the manner provided by law and as expressly set forth in this Agreement. ~~Pursuant to Section 6509 of the California Government Code, the exercise of such powers shall be,~~ subject only to those restrictions upon the manner of exercising the powers which are imposed upon Members such as the City of Pleasant Hill, in the exercise of similar powers.

SECTION 9
Fiscal Year

The "fiscal year" of MPA is the period from the first day of July of each year to and including the 30th day of June of the following year.

SECTION 10
Coverage Provided by MPA

Pursuant to the payment of contributions by each Member, MPA shall provide coverage pursuant to one or more Memoranda of Coverage and/or purchased policies of insurance under the programs selected by the Member.

SECTION 11
Establishment and Administration of Funds

The Board shall establish such funds as it deems necessary to conduct the business of MPA.

SECTION 12
Budget

MPA shall adopt an annual budget no later than the first day of its fiscal year.

SECTION 13
Member Contributions

The Chief Administrative Officer shall be responsible for calculating annually the amount of contributions to be charged for coverage selected by Members. The Board shall approve each charge before it takes effect. Each Member by the act of paying its contribution accepts the coverage provided by MPA.

SECTION 14
Accounts and Records

The Chief Administrative Officer shall be responsible for establishing and maintaining the funds and accounts in accordance with acceptable accounting practices and maintaining such other records as the Board requires pursuant to the procedures set forth in the Bylaws. The Chief Administrative Officer shall have the custody of and be responsible for the disbursement of MPA funds as provided by accounting procedures developed in accordance with this Agreement and the Bylaws.

SECTION 15
Reserves

Separate reserves shall be maintained in the funds for each type of coverage.

SECTION 16
MPA Functions and Responsibilities

MPA shall provide comprehensive risk management services to its Members.

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SECTION 17
Member Responsibilities

Each Member has responsibilities, including the following:

- (1) Appoint its representative and alternate to the MPA Board in accordance with the ~~procedures set forth in the Bylaws~~ applicable practices and procedures;
- (2) Cooperate fully with MPA in the investigation, defense, and settlement of Claims, including compliance with any applicable Memoranda of Coverage;
- (3) Comply with risk management recommendations, guidelines, and requirements established by MPA;
- (4) Pay contributions and assessments approved by the Board when due;
- (5) Provide MPA with ~~statistical and loss experience~~ data and other information requested; and
- (6) Cooperate with and assist MPA and any insurer, adjuster, or legal counsel retained by MPA in matters related to this Agreement, any Bylaws adopted by the Board, and any other governing documents, policies, or procedures adopted by the Board.

SECTION 18
New Members

Upon the vote of two-thirds of all members of the Board, any other public entity in Contra Costa County or in the general geographic area reasonably serviceable from Contra Costa County may become a party to this Agreement upon execution of this Agreement, and shall forthwith pay to MPA its current contribution payment as determined in accordance herewith, as well as any fees and expenses set by the Board.

SECTION 19
Cancellation of Coverage in a Program or Programs

If a Member fails to comply with this Agreement, any Bylaws adopted by the Board, or any procedures or policies established by the Board, the Board may, by a two-thirds vote of all members of the Board, refuse to provide coverage or may cancel any coverage being provided to that Member in any program(s).

SECTION 20
Termination of Agreement and Disposition of
Assets Upon Termination of Agreement

This Agreement may be terminated upon the unanimous consent of all parties to it. Upon complete termination of this Agreement by all Members and the settlement of all liabilities and claims, including incurred but not reported claims, all property of MPA shall be divided among the Members in a ratio equal to that of the total amounts paid by the Members for the five (5) fiscal years preceding the year in which the Agreement is terminated.

SECTION 21
Withdrawal of a Member

A Member may withdraw as a Member and party to the Agreement, effective at the end of any fiscal year upon giving MPA six (6) months prior written notice of its intent to withdraw.

SECTION 22
Expulsion

The Board, by a three-fourths vote of all members of the Board, may expel any member for the reasons and under the procedures set forth in the Bylaws.

SECTION 23
Effect of Withdrawal or Expulsion

The withdrawal or expulsion of any Member shall not terminate its responsibilities and obligations as set forth in MPA's governing documents.

Upon withdrawal of a Member, that Member is entitled only to its pro rata share of the balance of the amount paid by it for the fiscal year in which withdrawal takes place. That Member shall not participate in or be entitled to any other funds, property, or other assets of MPA. Coverages under all pool coverage programs for the coverage periods in which that Member participated will remain in effect and continue until the conclusion of their respective program years.

SECTION 24
Liability and Indemnification

MPA shall defend and indemnify its Board members, officers, and employees to the same extent as any other public entity of the State of California is obliged to defend and indemnify its public employees pursuant to California Government Code Section 825, *et seq.*, or other applicable provisions of law.

MPA may insure or self-insure itself to the extent deemed necessary by the Board against loss, liability and claims arising out of or connected to the conduct of MPA's activities.

SECTION 25
Assessment

Upon a two-thirds vote of all members of the Board, the Board shall have the authority to levy a cash assessment for any pooled coverage program if the Board finds that there are insufficient funds available to MPA to meet its legal obligations.

Any cost, including attorneys' fees, incurred by MPA in collecting any cash assessment shall be reimbursed by the Member against which such collection action has been taken.

Section 26
Dividends and Premium Rebates

Upon a two-thirds vote of all members of the Board, the Board shall have the authority to declare a dividend, rebate of excess contributions, and/or reduction of future contributions for any pooled coverage program if the Board finds there are excess reserves in the retention fund.

SECTION 27
Severability

If any portion, term, condition or provision of this Agreement is determined by a court to be illegal or in conflict with a law of the State of California, or is otherwise rendered unenforceable or ineffectual, the validity of the remaining portions, terms, conditions, and provisions is not affected.

SECTION 28
Prohibition Against Assignment

No Member may assign a right, claim, or interest it may have under this Agreement. No creditor, assignee, or third party beneficiary of a Member has a right, claim, or title to any part, share, interest, fund, premium or asset of MPA.

SECTION 29
Amendment

This Agreement may be amended by Resolution of the governing bodies of two-thirds of the then-participating Members. Appendix A to this Agreement may be amended to correctly list current Members without separate action by the governing bodies of the Members or the Board, and provided any additional members execute the Agreement.

SECTION 30
Notices

Notices to Members under this Agreement shall be sufficient if delivered to the office of the Member. Notices to MPA shall be sufficient if delivered to the office of the Chief Administrative Officer.

IN WITNESS WHEREOF, the parties hereto have executed this Joint Exercise of Powers Agreement as of the day and year first above written.

City of Antioch

City of Mountain House

City of Brentwood

City of Oakley

City of Clayton

City of Orinda

Town of Danville

City of Pacifica

City of El Cerrito

City of Pinole

City of Gilroy

City of Pittsburg

City of Hercules

City of Pleasant Hill

City of Lafayette

City of San Pablo

City of Manteca

City of San Ramon

City of Martinez

City of Walnut Creek

Town of Moraga

**MUNICIPAL POOLING AUTHORITY
AMENDED AND RESTATED JOINT EXERCISE OF POWERS AGREEMENT**

This Amended and Restated Joint Exercise of Powers Agreement (hereafter "Agreement") is entered into by and among the public entities listed in Appendix A (hereafter referred to as "Members").

RECITALS

1. The Members are public entities organized and operating under the laws of the State of California;
2. The following State laws, among others, authorize the Members to enter into this Agreement:
 - a. Labor Code Section 3700, allowing a public entity to fund its own workers' compensation claims;
 - b. Government Code Sections 989 and 990, permitting a local public entity to insure itself against liability and other losses;
 - c. Government Code Section 990.4, permitting a public entity to provide insurance and self-insurance in any desired combination.
 - d. Government Code Section 990.6, providing that the cost of insurance authorized under the related sections is a proper charge against the local public entity.
 - e. Government Code Section 990.8, permitting two or more local public entities to enter into an agreement to jointly fund such expenditures under the authority of Government Code Sections 6500, *et seq.*; and
 - f. Government Code Sections 6500, *et seq.*, permitting two or more local public entities to jointly exercise under an agreement any power which is common to each of them.
3. Each of the Members desires to enter into an agreement with each of the others for the purpose of insuring against various risks jointly, rather than individually.
4. Pursuant to Government Code Section 6508.1, the debts, liabilities, and obligations of MPA shall not constitute debts, liabilities, or obligations of the Members.
5. MPA was originally formed by a Joint Powers Agreement in 1977. Since that time, the Agreement has been amended several times, and Members have withdrawn from, and new Members have been added to MPA.

NOW, THEREFORE, for and in consideration of the mutual benefits, covenants and agreements set forth herein, the Members agree as follows:

SECTION 1

Authority and Purpose

This Agreement is made under the authority of California Government Code Sections 6500, *et seq.*, between the Members. The purpose of this Agreement is to exercise jointly the powers common to each Member by managing risks and pooling or purchasing coverage for losses.

SECTION 2

Definitions

Unless the context otherwise requires:

1. "MPA" shall mean the public entity known as the Municipal Pooling Authority created by this Agreement.
2. "Board" shall mean the governing body of MPA.
3. "Chief Administrative Officer" shall mean the person appointed by the Board as the Chief Administrative Officer of MPA.
4. "Claim" shall mean a claim or demand made against a Member arising out of an occurrence that is covered or alleged to be covered by any Memoranda of Coverage issued by MPA or by a purchased policy of insurance.
5. "Member" shall mean any public entity listed in Appendix A to this Agreement.
6. "Memoranda of Coverage" shall mean documents issued by MPA specifying the type, terms, conditions, and limitations of coverage provided by MPA to each Member that participates in the program.

SECTION 3

Creation of MPA

A public entity, separate and apart from the parties hereto and known as the Municipal Pooling Authority, was previously created and is continued pursuant to Article 1, Chapter 5, Division 7, Title 1 of the California Government Code (commencing with Section 6500).

SECTION 4

Terms of Agreement

This Agreement is effective as of January 13, 2026, and continues until terminated as hereafter provided. The prior Joint Exercise of Powers Agreement is terminated upon the effective date hereof.

SECTION 5

1.1.1 Governing Board

MPA shall be governed by a Board composed of one individual representative from each Member, each serving in an individual capacity as a member of the Board. Each Member's governing body shall appoint to the Board either its Manager or Director, or the department head or staff person, responsible for its risk management function. Each Board member shall have one vote. Each Member shall appoint one Alternate to the Board. The Alternate shall have the same qualifications as the Board member. The Alternate may vote at any meeting of the Board at which the regular Board member is absent.

SECTION 6

Meetings and Committees

- (a) Committees. The Board may establish an Executive Committee comprised of members of the Board and delegate to it any powers or functions not reserved to the entire Board or otherwise nondelegable. Other regular committees may be created by, or in accordance with, the procedures set forth in Bylaws adopted by the Board. Ad hoc committees may, from time to time, be established by the President of the Board to serve as temporary committees for a limited purpose.
- (b) Meetings. The Board shall hold at least one regular meeting each year. The Board shall fix the date upon which, and the hour and place at which, each regular meeting is to be held, and the Chief Administrative Officer shall notify each Member of that action. Other meetings of the Board and meetings of any duly established committees may be held in accordance with applicable law. All meetings of the Board and regular committees shall be held in a manner consistent with the Bylaws and in compliance with the Ralph M. Brown Act (California Government Sections 54950, *et seq.*).
- (c) Bylaws and Regulations. The Board may adopt Bylaws and regulations that are not inconsistent either with applicable law or with this Agreement. In the event the Bylaws or regulations are inconsistent with this Agreement, this Agreement shall control. The Chief Administrative Officer shall send to each Member all such Bylaws and regulations, and any amendments thereto, promptly after adoption by the Board.

SECTION 7

1.1.2 Officers

- (a) The Board shall elect a President and Vice-President from among its members to perform the duties set forth in the Bylaws.
- (b) The Chief Administrative Officer shall be the Secretary of MPA and shall be responsible for maintaining all records of MPA.
- (c) The Board shall elect a Treasurer with the qualifications and to perform the duties set forth in the Bylaws.
- (d) The Board may appoint such other officers, employ individuals, and contract with consultants and other professional persons or firms as it considers necessary to carry out the purposes of this Agreement.

SECTION 8

Powers of MPA

MPA shall have the powers and authority to exercise any powers common to its Members and is hereby authorized, in its own name, to do all acts necessary for the exercise of such common powers, including, but not limited to, each of the following:

- (1) Make and enter into contracts;
- (2) Incur debts, liabilities, and obligations, but no debt, liability, or obligation of MPA is a debt, liability, or obligation of any Member, pursuant to Government Code Section 6508.1;
- (3) Acquire, hold, or dispose of real and personal property;
- (4) Receive contributions and donations of property, funds, services, and other forms of assistance from any source;
- (5) Sue and be sued in its own name;
- (6) Employ agents and employees;
- (7) Acquire, construct, manage, and maintain buildings;
- (8) Lease real or personal property, including that of a Member;

- (9) Receive, collect, invest, and disburse monies; and
- (10) Carry out other duties as required to accomplish other responsibilities as set forth in this Agreement.

These powers shall be exercised in the manner provided by law and as expressly set forth in this Agreement. Pursuant to Section 6509 of the California Government Code, the exercise of such powers shall be subject only to those restrictions upon the manner of exercising the powers which are imposed upon Members, such as the City of Pleasant Hill, in the exercise of similar powers.

SECTION 9

Fiscal Year

The "fiscal year" of MPA is the period from the first day of July of each year to and including the 30th day of June of the following year.

SECTION 10

Coverage Provided by MPA

Pursuant to the payment of contributions by each Member, MPA shall provide coverage pursuant to one or more Memoranda of Coverage and/or purchased policies of insurance under the programs selected by the Member.

SECTION 11

1.1.3 Establishment and Administration of Funds

The Board shall establish such funds as it deems necessary to conduct the business of MPA.

SECTION 12

1.1.4 Budget

MPA shall adopt an annual budget no later than the first day of its fiscal year.

SECTION 13

1.1.5 Member Contributions

The Chief Administrative Officer shall be responsible for calculating annually the amount of contributions to be charged for coverage selected by Members. The Board shall approve each charge before it takes effect. Each Member, by the act of paying its contribution, accepts the coverage provided by MPA.

SECTION 14
Accounts and Records

The Chief Administrative Officer shall be responsible for establishing and maintaining the funds and accounts in accordance with acceptable accounting practices and maintaining such other records as the Board requires pursuant to the procedures set forth in the Bylaws. The Chief Administrative Officer shall have the custody of and be responsible for the disbursement of MPA funds as provided by accounting procedures developed in accordance with this Agreement and the Bylaws.

SECTION 15
1.1.6 Reserves

Separate reserves shall be maintained in the funds for each type of coverage.

SECTION 16
1.1.7 MPA Functions and Responsibilities

MPA shall provide comprehensive risk management services to its Members.

SECTION 17
1.1.8 Member Responsibilities

Each Member has responsibilities, including the following:

- (1) Appoint its representative and alternate to the MPA Board in accordance with the applicable practices and procedures.
- (2) Cooperate fully with MPA in the investigation, defense, and settlement of Claims, including compliance with any applicable Memoranda of Coverage.
- (3) Comply with risk management recommendations, guidelines, and requirements established by MPA;

- (4) Pay contributions and assessments approved by the Board when due.
- (5) Provide MPA with data and other information requested; and
- (6) Cooperate with and assist MPA and any insurer, adjuster, or legal counsel retained by MPA in matters related to this Agreement, any Bylaws adopted by the Board, and any other governing documents, policies, or procedures adopted by the Board.

SECTION 18

New Members

Upon the vote of two-thirds of all members of the Board, any other public entity in Contra Costa County or in the general geographic area reasonably serviceable from Contra Costa County may become a party to this Agreement upon execution of this Agreement, and shall forthwith pay to MPA its current contribution payment as determined in accordance herewith, as well as any fees and expenses set by the Board.

SECTION 19

Cancellation of Coverage in a Program or Programs

If a Member fails to comply with this Agreement, any Bylaws adopted by the Board, or any procedures or policies established by the Board, the Board may, by a two-thirds vote of all members of the Board, refuse to provide coverage or may cancel any coverage being provided to that Member in any program(s).

SECTION 20

Termination of Agreement and Disposition of Assets Upon Termination of Agreement

This Agreement may be terminated upon the unanimous consent of all parties to it. Upon complete termination of this Agreement by all Members and the settlement of all liabilities and claims, including incurred but not reported claims, all property of MPA shall be divided among the Members in a ratio equal to that of the total amounts paid by the Members for the five (5) fiscal years preceding the year in which the Agreement is terminated.

SECTION 21

Withdrawal of a Member

A Member may withdraw as a Member and party to the Agreement, effective at the end of any fiscal year upon giving MPA six (6) months prior written notice of its intent to withdraw.

SECTION 22

Expulsion

The Board, by a three-fourths vote of all members of the Board, may expel any member for the reasons and under the procedures set forth in the Bylaws.

SECTION 23
Effect of Withdrawal or Expulsion

The withdrawal or expulsion of any Member shall not terminate its responsibilities and obligations as set forth in MPA's governing documents.

Upon withdrawal of a Member, that Member is entitled only to its pro rata share of the balance of the amount paid by it for the fiscal year in which withdrawal takes place. That Member shall not participate in or be entitled to any other funds, property, or other assets of MPA. Coverages under all pool coverage programs for the coverage periods in which that Member participated will remain in effect and continue until the conclusion of their respective program years.

SECTION 24
Liability and Indemnification

MPA shall defend and indemnify its Board members, officers, and employees to the same extent as any other public entity of the State of California is obliged to defend and indemnify its public employees pursuant to California Government Code Section 825, *et seq.*, or other applicable provisions of law.

MPA may insure or self-insure itself to the extent deemed necessary by the Board against loss, liability and claims arising out of or connected to the conduct of MPA's activities.

SECTION 25
Assessment

Upon a two-thirds vote of all members of the Board, the Board shall have the authority to levy a cash assessment for any pooled coverage program if the Board finds that there are insufficient funds available to MPA to meet its legal obligations.

Any cost, including attorneys' fees, incurred by MPA in collecting any cash assessment shall be reimbursed by the Member against which such collection action has been taken.

Section 26
Dividends and Premium Rebates

Upon a two-thirds vote of all members of the Board, the Board shall have the authority to declare a dividend, rebate of excess contributions, and/or reduction of future contributions for any pooled coverage program if the Board finds there are excess reserves in the retention fund.

SECTION 27 Severability

If any portion, term, condition or provision of this Agreement is determined by a court to be illegal or in conflict with a law of the State of California, or is otherwise rendered unenforceable or ineffectual, the validity of the remaining portions, terms, conditions, and provisions is not affected.

SECTION 28 Prohibition Against Assignment

No Member may assign a right, claim, or interest it may have under this Agreement. No creditor, assignee, or third party beneficiary of a Member has a right, claim, or title to any part, share, interest, fund, premium or asset of MPA.

SECTION 29 Amendment

This Agreement may be amended by Resolution of the governing bodies of two- thirds of the then-participating Members. Appendix A to this Agreement may be amended to correctly list current Members without separate action by the governing bodies of the Members or the Board, and provided any additional members execute the Agreement.

SECTION 30 Notices

Notices to Members under this Agreement shall be sufficient if delivered to the office of the Member. Notices to MPA shall be sufficient if delivered to the office of the Chief Administrative Officer.

MUNICIPAL POOLING AUTHORITY JOINT EXERCISE OF POWERS AGREEMENT
Appendix A - List of MPA Members

Member	Date Joined
Antioch	5/2/1977
Brentwood	5/2/1977
Clayton	5/2/1977
Danville	2/1/1983
Gilroy	7/1/2015
El Cerrito	5/2/1977
Hercules	5/2/1977
Lafayette	5/2/1977
Manteca	1/1/1998
Martinez	5/2/1977
Moraga	5/2/1977
Mountain House	7/1/2024
Oakley	7/1/2002
Orinda	7/1/1986
Pacifica	7/1/2006
Pinole	5/2/1977
Pittsburg	5/2/1977
Pleasant Hill	5/2/1977
San Pablo	5/2/1977
San Ramon	7/1/1986
Walnut Creek	5/2/1977

DATE: March 24, 2026
TO: Joshua McMurray, City Manager
FROM: Jeri Tejada, Administrative Services Director
SUBJECT: Adopt Resolutions Amending the Consulting Services Contract with Koa Hills to Add Report Writing Services

Approved and Forwarded to the City Council

Background and Analysis

In January 2023, as a part of the Tyler Enterprise ERP contract, the City hired Koa Hills to provide consulting services to guide us through the upcoming software conversion.

In July 2024, the City went live on the financial module of Tyler EERP and in January 2025 we went live on the Human Resources and Payroll module. We are still working on the implementation of permitting and licensing as well as asset management modules and anticipate both to be completed by December 2026.

As we have completed our first year with the new software, staff has found that the canned reporting offered in Tyler EERP is not always what is needed. Many times, we find that we need to run multiple reports in order to extract the information that is necessary for reporting.

Koa Hills has been a supportive partner throughout the conversion process. They not only have extensive knowledge of the Tyler EERP software, but they also have extensive knowledge of our specific implementation. Included in our Tyler contract is SQL Server Reporting Services (SSRS) Reporting. SSRS is an extremely powerful tool that can assist us in extracting information and building reports that will make many of our reporting responsibilities more efficient now and into the future.

The amendment we are seeking is to add an additional 270 hours of work which will get us approximately ten custom reports that will be specific to our software. These reports take many hours to build and test but once created they will save staff time and resources, as we will use these reports often. Once created, staff will be able to maintain these reports and make necessary adjustments on our own.



Consistency with the Oakley Strategic Plan 27+

The approval of this resolution is consistent with the SP 27+ Finance and Fiscal Responsibility Goal as well as the Sustainable Organization Goal as ensuring we have the proper documentation in place is essential.

Fiscal Impact

The cost of the amendment is \$54,000. There is funding available utilizing ARPA funds previously allocated to the Tyler EERP project and therefore no additional funding is needed at this time.

Staff Recommendation

Adopt Resolutions Amending the Consulting Services Contract with Koa Hills to Add Report Writing Services and authorize the City Manager to sign the amendment.

Attachments

1. Resolution
2. Original Koa Hills Contract
3. Amendment to Koa Hills Contract



RESOLUTION NO. XX-26

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OAKLEY APPROVING AN AMENDMENT TO THE KOA HILLS CONSULTING SERVICES CONTRACT AND AUTHORIZING THE CITY MANAGER TO SIGN THE AMENDMENT

WHEREAS, the City Council of the City of Oakley approved a consulting services contract with Koa Hills in January 2023 to assist the city with the implementation of the Tyler EERP software; and

WHEREAS, in July 2024 the City went live on the financial module of the software and in January 2025 the City went live on the human resources and payroll module; and

WHEREAS, the reporting provided with the software is not adequate for the reporting needs of the City; and

WHEREAS, the purchase of Tyler included SQL Server Reporting Services (SSRS) Reporting allowing for the City to build necessary reports,

BE IT RESOLVED by the City Council of the City of Oakley that the Koa Hills contract amendment is hereby approved and authorize the City Manager to sign the amendment.

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 Snodgrass, City Clerk

Date

**CONSULTING SERVICES AGREEMENT BETWEEN
THE CITY OF OAKLEY AND KOA HILLS CONSULTING,
LLC, A NEVADA LIMITED LIABILITY COMPANY, FOR
CONSULTING SERVICES ASSOCIATED WITH THE
CONVERSION FROM THE TYLER EDEN ERP SYSTEM
TO THE TYLER ENTERPRISE ERP SYSTEM**

THIS AGREEMENT for consulting services is entered into by and between the City of Oakley, a municipal corporation in the State of California (hereinafter referred to as "City") and **Koa Hills Consulting, LLC, a Nevada limited liability company** (hereinafter referred to as "Consultant"), collectively sometimes referred to hereinafter as the "Parties", as of **JANUARY 10, 2023** (the "Effective Date").

Section 1. SERVICES. Subject to the terms and conditions set forth in this Agreement, Consultant shall provide to City the services described in the Scope of Work or proposal letter attached hereto and incorporated herein as Exhibit A at the time and place and in the manner specified therein. In the event of a conflict in or inconsistency between the terms of this Agreement and Exhibit A, the Agreement shall prevail.

- 1.1 Term of Services.** The term of this Agreement shall begin on the Effective Date and shall end on **MARCH 31, 2026**, the date of completion specified in Exhibit A, and Consultant shall complete the work described in Exhibit A prior to that date, unless the term of the Agreement is otherwise terminated or extended, as provided for in Section 8. The time provided to Consultant to complete the services required by this Agreement shall not affect the City's right to terminate the Agreement, as provided for in Section 8. Should this Agreement be amended to include additional tasks as contemplated in Section 1, the term of services shall be extended as mutually agreed upon by City and Consultant.
- 1.2 Standard of Performance.** Consultant shall perform all services required pursuant to this Agreement in the manner and according to the standards observed by a competent practitioner of the profession in which Consultant is engaged in the geographical area in which Consultant practices its profession. Consultant shall prepare all work products required by this Agreement in a substantial, first-class manner and shall conform to the standards of quality normally observed by a person practicing in Consultant's profession.
- 1.3 Assignment of Personnel.** Consultant shall assign only competent personnel to perform services pursuant to this Agreement. In the event that City, in its sole discretion, at any time during the term of this Agreement, desires the reassignment of any such persons, Consultant shall, immediately upon receiving notice from City of such desire of City, reassign such person or persons.

- 1.4 **Time.** Consultant shall devote such time to the performance of services pursuant to this Agreement as may be reasonably necessary to meet the standard of performance provided in Section 1.1 above and to satisfy Consultant's obligations hereunder.

Section 2. COMPENSATION. City hereby agrees to pay Consultant a sum not to exceed **Two Hundred Fifty Four Thousand Eighty Dollars and Zero Cents (\$254,080)**, notwithstanding any contrary indications that may be contained in Consultant's proposal, for services to be performed and reimbursable costs incurred under this Agreement. In the event of a conflict between this Agreement and Consultant's proposal, attached as Exhibit A, regarding the amount of compensation, the Agreement shall prevail. City shall pay Consultant for services rendered pursuant to this Agreement at the time and in the manner set forth herein. The payments specified below shall be the only payments from City to Consultant for services rendered pursuant to this Agreement. Consultant shall submit all invoices to City in the manner specified herein. Except as specifically authorized by City, Consultant shall not bill City for duplicate services performed by more than one person.

Consultant and City acknowledge and agree that compensation paid by City to Consultant under this Agreement is based upon Consultant's estimated costs of providing the services required hereunder, including salaries and benefits of employees and subcontractors of Consultant. Consequently, the parties further agree that compensation hereunder is intended to include the costs of contributions to any pensions and/or annuities to which Consultant and its employees, agents, and subcontractors may be eligible. City therefore has no responsibility for such contributions beyond compensation required under this Agreement.

- 2.1 **Invoices.** Consultant shall submit invoices, not more often than once a month during the term of this Agreement, based on the cost for services performed and reimbursable costs incurred prior to the invoice date. Invoices shall contain the following information:
- Invoice number;
 - The beginning and ending dates of the billing period;
 - At City's option, for each work item in each task, a copy of the applicable time entries or time sheets shall be submitted showing the name of the person doing the work, the hours spent by each person, a brief description of the work, and each reimbursable expense;
- 2.2 **Monthly Payment.** City shall make monthly payments, based on invoices received, for services satisfactorily performed, and for authorized reimbursable costs incurred. City shall have 30 days from the receipt of an invoice that complies with all of the requirements above to pay Consultant.
- 2.3 **Total Payment.** City shall pay for the services to be rendered by Consultant pursuant to this Agreement. City shall not pay any additional sum for any expense or cost whatsoever incurred by Consultant in rendering services pursuant to this

Agreement. City shall make no payment for any extra, further, or additional service pursuant to this Agreement.

In no event shall Consultant submit any invoice for an amount in excess of the maximum amount of compensation provided above either for a task or for the entire Agreement, unless the Agreement is modified prior to the submission of such an invoice by a properly executed change order or amendment approved by the City Manager, which shall not exceed the maximum amount allowed by the Oakley Municipal Code.

- 2.4 **Reimbursable Expenses.** Reimbursable expenses are specified in Exhibit A, and expenses not listed in Exhibit A are not chargeable to the City.
- 2.5 **Payment of Taxes.** Consultant is solely responsible for the payment of employment taxes incurred under this Agreement and any similar federal or state taxes.
- 2.6 **Payment upon Termination.** In the event that the City or Consultant terminates this Agreement pursuant to Section 8 of this Agreement, the City shall compensate the Consultant for all outstanding costs and reimbursable expenses incurred for work satisfactorily completed as of the date of written notice of termination. Consultant shall maintain adequate logs and timesheets in order to verify costs incurred to that date.
- 2.7 **Authorization to Perform Services.** The Consultant is not authorized to perform any services or incur any costs whatsoever under the terms of this Agreement until receipt of authorization from the Contract Administrator.

Section 3. FACILITIES AND EQUIPMENT. Except as set forth herein, Consultant shall, at its sole cost and expense, provide all facilities and equipment that may be necessary to perform the services required by this Agreement. City shall make available to Consultant only the facilities and equipment listed in this section, and only under the terms and conditions set forth herein.

City shall furnish physical facilities such as desks, filing cabinets, and conference space, as may be reasonably necessary for Consultant's use while consulting with City employees and reviewing records and the information in possession of the City. The location, quantity, and time of furnishing those facilities shall be in the sole discretion of City. In no event shall City be obligated to furnish any facility that may involve incurring any direct expense, including but not limited to computer, long-distance telephone or other communication charges, vehicles, and reproduction facilities.

Section 4. INSURANCE REQUIREMENTS. Before beginning any work under this Agreement, Consultant, at its own cost and expense, shall procure the types and amounts of insurance listed below and in Exhibit B against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the work hereunder by the Consultant and its agents, representatives, employees, and subcontractors. Consistent with the following provisions, Consultant shall provide proof satisfactory to City of such insurance that meets the requirements of

this section and under forms of insurance satisfactory in all respects to the City, and that such insurance is in effect prior to commencing work under this Agreement. Consultant shall maintain the insurance policies required by this section throughout the term of this Agreement. The cost of such insurance shall be included in the Consultant's bid. Consultant shall not allow any subcontractor to commence work on any subcontract until Consultant has obtained all insurance required herein for the subcontractor(s) and provided evidence thereof to City. Verification of the required insurance shall be submitted and made part of this Agreement prior to execution. Verification of the required insurance is attached hereto and incorporated herein as Exhibit C.

4.1 Variation. The City may approve a variation in the insurance requirements, upon a determination that the coverage, scope, limit, and form of such insurance is either not commercially available, or that the City's interests are otherwise sufficiently protected.

4.2 Notice of Reduction in Coverage. In the event that any coverage required by this section is reduced, limited, or materially affected in any other manner, Consultant shall provide written notice to City at Consultant's earliest possible opportunity and in no case later than five days after Consultant is notified of the change in coverage.

4.3 Remedies. In addition to any other remedies City may have if Consultant fails to provide or maintain any insurance policies or policy endorsements to the extent and within the time herein required, City may, at its sole option, exercise any of the following remedies, which are alternatives to other remedies City may have and are not the exclusive remedy for Consultant's breach:

- Order Consultant to stop work under this Agreement or withhold any payment that becomes due to Consultant hereunder, or both stop work and withhold any payment, until Consultant demonstrates compliance with the requirements hereof; and/or
- Terminate this Agreement.

Section 5. INDEMNIFICATION AND CONSULTANT'S RESPONSIBILITIES. Consultant shall to the fullest extent allowed by law, with respect to all Services performed in connection with this Agreement, defend with counsel acceptable to the City, and indemnify and hold the City and its officials, officers, employees, agents, and volunteers harmless from and against any and all losses that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant ("Claims"). Consultant will bear all losses, costs, damages, expense and liability of every kind, nature and description that arise out of, pertain to, or relate to such Claims, whether directly or indirectly ("Liability"). Such obligations to defend, hold harmless and indemnify the City shall not apply to the extent that such Liability is caused by the sole negligence, active negligence, or willful misconduct of the City or any third party.

Section 6. STATUS OF CONSULTANT.

City of Oakley and Koa Hill Consulting LLC

- 6.1 **Independent Contractor.** At all times during the term of this Agreement, Consultant shall be an independent contractor and shall not be an employee of City. City shall have the right to control Consultant only insofar as the results of Consultant's services rendered pursuant to this Agreement and assignment of personnel pursuant to Subparagraph 1.3; however, otherwise City shall not have the right to control the means by which Consultant accomplishes services rendered pursuant to this Agreement. Notwithstanding any other City, state, or federal policy, rule, regulation, law, or ordinance to the contrary, Consultant and any of its employees, agents, and subcontractors providing services under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any and all claims to, any compensation, benefit, or any incident of employment by City, including but not limited to eligibility to enroll in the California Public Employees Retirement System (PERS) as an employee of City and entitlement to any contribution to be paid by City for employer contributions and/or employee contributions for PERS benefits.
- 6.2 **Consultant, Not Agent.** Except as City may specify in writing, Consultant shall have no authority, express or implied, to act on behalf of City in any capacity whatsoever as an agent. Consultant shall have no authority, express or implied, pursuant to this Agreement to bind City to any obligation whatsoever.

Section 7. LEGAL REQUIREMENTS.

- 7.1 **Governing Law.** The laws of the State of California shall govern this Agreement.
- 7.2 **Compliance with Applicable Laws.** Consultant and any subcontractors shall comply with all laws applicable to the performance of the work hereunder, including but not limited to, the California Building Code, the Americans with Disabilities Act, and any copyright, patent or trademark law. Consultant's failure to comply with any law(s) or regulation(s) applicable to the performance of the work hereunder shall constitute a breach of contract.
- 7.3 **Other Governmental Regulations.** To the extent that this Agreement may be funded by fiscal assistance from another governmental entity, Consultant and any subcontractors shall comply with all applicable rules and regulations to which City is bound by the terms of such fiscal assistance program.
- 7.4 **Licenses and Permits.** Consultant represents and warrants to City that Consultant and its employees, agents, and any subcontractors have all licenses, permits, qualifications, and approvals of whatsoever nature that are legally required to practice their respective professions. Consultant represents and warrants to City that Consultant and its employees, agents, any subcontractors shall, at their sole cost and expense, keep in effect at all times during the term of this Agreement any licenses, permits, and approvals that are legally required to practice their respective

professions. In addition to the foregoing, Consultant and any subcontractors shall obtain and maintain during the term of this Agreement valid business licenses from City.

- 7.5 Nondiscrimination and Equal Opportunity.** Consultant shall not discriminate, on the basis of a person's race, religion, color, national origin, age, physical or mental handicap or disability, medical condition, marital status, sex, or sexual orientation, against any employee, applicant for employment, subcontractor, bidder for a subcontract, or participant in, recipient of, or applicant for any services or programs provided by Consultant under this Agreement. Consultant shall comply with all applicable federal, state, and local laws, policies, rules, and requirements related to equal opportunity and nondiscrimination in employment, contracting, and the provision of any services that are the subject of this Agreement.

Consultant shall include the provisions of this Subsection in any subcontract approved by the Contract Administrator of this Agreement.

Section 8. TERMINATION AND MODIFICATION.

- 8.1 Termination.** City may cancel this Agreement at any time and without cause upon written notification to Consultant.

Consultant may cancel this Agreement upon 30 days written notice to City and shall include in such notice the reasons for cancellation.

In the event of termination, Consultant shall be entitled to compensation for services performed to the effective date of termination; City, however, may condition payment of such compensation upon Consultant delivering to City any or all documents, photographs, computer software, video and audio tapes, and other materials provided to Consultant or prepared by or for Consultant or the City in connection with this Agreement.

- 8.2 Extension.** City may, in its sole and exclusive discretion, extend the end date of this Agreement beyond that provided for in Subsection 1.1. This Agreement may be extended at the option of the City. Should City decide to exercise its option to extend this Agreement, City shall provide written notice to Consultant at least sixty (60) days prior to the end date of this Agreement. Any such extension shall require a written amendment to this Agreement, as provided for herein. Consultant understands and agrees that, if City grants such an extension, City shall have no obligation to provide Consultant with compensation beyond the maximum amount provided for in this Agreement, unless City agrees to do so by written amendment to this Agreement. Similarly, Consultant understands and agrees that, City shall have no obligation to reimburse Consultant for any otherwise reimbursable expenses incurred during the extension period, unless City agrees to do so by written amendment to this Agreement.

- 8.3 Amendments.** The parties may amend this Agreement only by a writing signed by all the parties.
- 8.4 Assignment and Subcontracting.** City and Consultant recognize and agree that this Agreement contemplates personal performance by Consultant and is based upon a determination of Consultant's unique personal competence, experience, and specialized personal knowledge. Moreover, a substantial inducement to City for entering into this Agreement was and is the professional reputation and competence of Consultant. Consultant may not assign this Agreement or any interest therein without the prior written approval of the Contract Administrator. Consultant shall not subcontract any portion of the performance contemplated and provided for herein, other than to the subcontractors noted in the proposal, without prior written approval of the Contract Administrator.
- 8.5 Survival.** All obligations arising prior to the termination of this Agreement and all provisions of this Agreement allocating liability between City and Consultant shall survive the termination of this Agreement.
- 8.6 Options upon Breach by Consultant.** If Consultant materially breaches any of the terms of this Agreement, City's remedies shall include, but not be limited to the following:
- 8.6.1** Immediately terminate the Agreement;
 - 8.6.2** Retain the plans, specifications, drawings, reports, design documents, and any other work product prepared by Consultant pursuant to this Agreement;
 - 8.6.3** Retain a different consultant to complete the work described in Exhibit A not finished by Consultant; or
 - 8.6.4** Charge Consultant the difference between the cost to complete the work described in Exhibit A that is unfinished at the time of breach and the amount that City would have paid Consultant pursuant to Section 2 of this Agreement if Consultant had completed the work.

Section 9. KEEPING AND STATUS OF RECORDS.

- 9.1 Records Created as Part of Consultant's Performance.** All reports, data, maps, models, charts, studies, surveys, photographs, memoranda, plans, studies, specifications, records, files, or any other documents or materials, in electronic or any other form, that Consultant prepares or obtains pursuant to this Agreement and that relate to the matters covered hereunder shall be the property of the City. Consultant hereby agrees to deliver those documents to the City upon termination of the Agreement. It is understood and agreed that the documents and other

materials, including but not limited to those described above, prepared pursuant to this Agreement are prepared specifically for the City and are not necessarily suitable for any future or other use. City and Consultant agree that, until final approval by City, all data, plans, specifications, reports and other documents are confidential and will not be released to third parties without prior written consent of both parties.

9.2 Consultant's Books and Records. Consultant shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services or expenditures and disbursements charged to the City under this Agreement for a minimum of three (3) years, or for any longer period required by law, from the date of final payment to the Consultant to this Agreement.

9.3 Inspection and Audit of Records. Any records or documents that Section 9.2 of this Agreement requires Consultant to maintain shall be made available for inspection, audit, and/or copying at any time during regular business hours, upon oral or written request of the City. Under California Government Code Section 8546.7, if the amount of public funds expended under this Agreement exceeds TEN THOUSAND DOLLARS (\$10,000.00), the Agreement shall be subject to the examination and audit of the State Auditor, at the request of City or as part of any audit of the City, for a period of three (3) years after final payment under the Agreement.

Section 10 MISCELLANEOUS PROVISIONS.

10.1 Attorneys' Fees. If a party to this Agreement brings any action, including an action for declaratory relief, to enforce or interpret the provision of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees in addition to any other relief to which that party may be entitled. The court may set such fees in the same action or in a separate action brought for that purpose.

10.2 Venue. In the event that either party brings any action against the other 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.

10.3 Severability. If a court of competent jurisdiction finds or rules that any provision of this Agreement is invalid, void, or unenforceable, the provisions of this Agreement not so adjudged shall remain in full force and effect. The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision of this Agreement.

10.4 No Implied Waiver of Breach. The waiver of any breach of a specific provision of this Agreement does not constitute a waiver of any other breach of that term or any other term of this Agreement.

- 10.5 **Successors and Assigns.** The provisions of this Agreement shall inure to the benefit of and shall apply to and bind the successors and assigns of the parties.
- 10.6 **Use of Recycled Products.** Consultant shall prepare and submit all reports, written studies and other printed material on recycled paper to the extent it is available at equal or less cost than virgin paper.
- 10.7 **Conflict of Interest.** Consultant may serve other clients, but none whose activities within the corporate limits of City or whose business, regardless of location, would place Consultant in a "conflict of interest," as that term is defined in the Political Reform Act, codified at California Government Code Section 81000 *et seq.*

Consultant shall not employ any City official in the work performed pursuant to this Agreement. No officer or employee of City shall have any financial interest in this Agreement that would violate California Government Code Sections 1090 *et seq.*

Consultant hereby warrants that it is not now, nor has it been in the previous twelve (12) months, an employee, agent, appointee, or official of the City. If Consultant was an employee, agent, appointee, or official of the City in the previous twelve months, Consultant warrants that it did not participate in any manner in the forming of this Agreement. Consultant understands that, if this Agreement is made in violation of Government Code §1090 *et seq.*, the entire Agreement is void and Consultant will not be entitled to any compensation for services performed pursuant to this Agreement, including reimbursement of expenses, and Consultant will be required to reimburse the City for any sums paid to the Consultant. Consultant understands that, in addition to the foregoing, it may be subject to criminal prosecution for a violation of Government Code § 1090 and, if applicable, will be disqualified from holding public office in the State of California.

- 10.8 **Solicitation.** Consultant agrees not to solicit business at any meeting, focus group, or interview related to this Agreement, either orally or through any written materials.
- 10.9 **Contract Administration.** This Agreement shall be administered by Tim Przybyla, CPA, Finance Director ("Contract Administrator"). All correspondence shall be directed to or through the Contract Administrator or his or her designee.
- 10.10 **Notices.**
Any written notice to Consultant shall be sent to:

**Koa Hills Consulting
Attn: John Schwartz, COO
PO Box 58
Reno, NV 89504**

Any written notice to City shall be sent to:

City of Oakley
Attn: Tim Przybyla, Finance Director
3231 Main Street
Oakley, CA 94561

10.11 Integration. This Agreement, including the Scope of Work and Compensation Schedule, Insurance Requirements, and Verification of Required Insurance, attached hereto and incorporated herein as Exhibit A, B and C respectively, represents the entire and integrated agreement between City and Consultant and supersedes all prior negotiations, representations, or agreements, either written or oral.

Exhibit A Scope of Services and Compensation Schedule

Exhibit B Insurance Requirements

Exhibit C Verification of Required Insurance

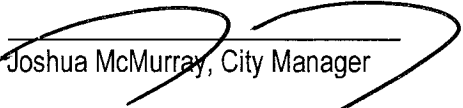
10.12 Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be an original and all of which together shall constitute one agreement.

10.13 Authorized Signature. Each person and party signing this Agreement warrants that he/she has the authority to execute this Agreement on behalf of the principal and that the party will be bound by such signature.


The parties have executed this Agreement as of the Effective Date.

CITY

**City of Oakley, a municipal corporation
in the State of California**

By: 
Joshua McMurray, City Manager

Attest:



Libby Vreonis, City Clerk

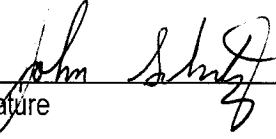
Approved as to Form:



Derek P. Cole, City Attorney

CONSULTANT

**Koa Hills Consulting, LLC, a Nevada
limited liability company**

By: 
Signature

By: John Schwartz, Chief Operating Officer
Name, Title

City of Oakley and Koa Hill Consulting LLC

EXHIBIT A
SCOPE OF SERVICES AND COSTS



Exhibit A
Scope of Work
City of Oakley ERP Implementation
Project Management and Training Support Services

1 Introduction

This Statement of Work (“SOW”) between the City of Oakley, hereby known as “Customer”, and Koa Hills Consulting, hereby known as “Koa Hills”, describes tasks and initiatives relating to the following needs at the City:

- ERP - Project management for the Customer’s implementation of an Enterprise Resource Planning (ERP) solution including Finance, Human Capital Management (HCM), Community Development and Enterprise Asset Management (EAM)
- ERP - Training and documentation for key areas in Finance, HCM, Community Development and EAM
 - Includes a license and implementation of Skillio

This document outlines the following:

- The scope of services being contracted for from Koa Hills
- Estimated period of performance
- Project assumptions, critical success factors, and risks
- Customer roles and responsibilities and performance expectations
- Acceptance criteria
- The change control process
- An estimation of selected project implementation costs.

2 Scope of Services

Initiatives or tasks not described in this SOW are agreed to be out-of-scope. Either party may communicate change requests to the other party through the agreed-upon Change Order Process. The scope for this project is defined below.

2.1 Organizational Scope

The organizational scope includes all Customer departments, divisions, or other functional areas that use the ERP module.

2.2 Geography and Language Scope

The geographical scope includes the United States and the city of Oakley. Koa Hills will schedule team members to be onsite at the city of Oakley or to be available remotely, as appropriate.

2.3 User Scope

The user scope includes all of the Customer’s active ERP system users.

2.4 Project Management Scope Finance, HCM, Community Development and EAM

The scope of Project Management is for Koa Hills to assume the role of the Customer Project

Manager, 1/4 time for 24 months for Finance, HCM and Community Development and 1/8 time for 9 months for EAM, in managing each phase of the project. In this regard, Koa Hills will work with the Customer's designated point of contact, and is considered the same as "Customer". The goal is to ensure that project deliverables are provided as specified, on time and on budget.

Key tasks of project management to be performed by Koa Hills include:

- Conduct regular status meetings with core project team members
- Serve as the main point of contact for the Customer with ERP Vendor
- Serve as the Customer Project Manager in monitoring and reporting on project status
- Collaborate with ERP Vendor project management on the scheduling of resources and tasks
- Ensure that ERP Vendor project deliverables are fulfilled
- Monitor the progress of project tasks
- Monitor and control the project schedule
- Track the project budget
- Serve as the initial escalation point for all project issues
- Manage project change requests
- Conduct monthly status meetings with the Customer Steering Committee

The table below highlights Project Management deliverables for this project. These deliverables will be created and maintained by Koa Hills with assistance from the ERP Vendor and Customer as necessary.

Deliverable	Description
Statement of Work	Defines the scope of services to be provided by Koa Hills, the expected timeline, and costs
Project Charter	Defines high-level objectives, success criteria, assumptions, risks, timeline, budget and project governance structure
Project Schedule	Defines all summary activities, deliverables and milestones as well as the resources assigned, due dates and task dependencies - Provided by ERP vendor with assistance from Koa Hills
Task List	Tracks detailed project tasks required to complete project deliverables
Issues Log	Tracks issues, priority, impact, owners, and status
Risk Register	Tracks risks, likelihood, impact, risk owners, and mitigation strategies
Budget Tracker	Tracks actual expenditures versus planned expenditures
Status Reports	Communicates key project information to the Customer's Steering Committee

2.7 Training and Documentation Scope - 200 Hours

The scope of training and documentation is for Koa Hills to assist the Customer with all training and documentation related to the implementation of Finance and HCM in the ERP solution.

Key tasks for training and documentation to be performed by Koa Hills include:

- Configuration of Skillo eLearning software
 - The license for Skillo will be paid to Koa Hills who will purchase the software on the Customer's behalf. Annual fees for Skillo are \$12,000 after the initial 18 months. The client is under no obligation to renew the license.
- Assist in developing training materials to include:
 - Old vs. New - Understanding the Old to Embrace the New
 - Training & Education - Interactive Documentation, Training Guides, Quick Reference One-Sheets & Quizzing

- o Sustaining Success - Badging & Certification

Task	Description	Primary Responsibility	Secondary Responsibility
eLearning Configuration	Koa Hills will configure the Customer's eLearning solution Skillo	Koa Hills	Customer
Documentation	Koa Hills will provide targeted documentation and assistance with e-learning	Koa Hills	Customer
Develop Training and Testing Plans	Koa Hills will assist Customer in creating training and testing plans for normal business practices	Koa Hills	Customer
Training	Koa Hills will provide core team training, and some end-user training; once trained, the Customer core team will provide the majority of the training to the end users.	Customer/Koa Hills	Koa Hills/Customer

3 Period of Performance

The estimated Period of Performance of this project will begin on **7/01/2023** and end on **03/31/2026**.

4 Project Assumptions, Success Factors and Risks

This section defines assumptions, success factors, risks and risk mitigation strategies.

4.1 Assumptions

Assumptions are factors that are considered to be true by the Customer and Koa Hills when planning for the project. The assumptions made for this project are as follows:

- Customer has the will and the authority to enter into the project
- Adequate funding will be available to complete the project
- Customer will provide the required resources and fulfill Customer's project responsibilities
- Access to the legacy system is provided on a timely basis

4.2 Success Factors

Success factors are components of the project that need to be in place to ensure the completion of the project. The success factors for this project are as follows:

- Strong and active executive sponsorship
- Clearly-defined goals, expectations and timelines
- Effective organizational communication
- Commitment of organizational resources to project-related tasks
- Reliable and timely system access for Koa Hills and Customer project team and end users
- Effective end user training

4.3 Risks and Mitigation

Risks and issues shall be tracked in an agreed-upon method by both the Customer and the Koa Hills, including escalation to the project team for review and arbitration.

Definitions:

A **risk** is defined as a potential issue that may affect project scope or timeline. Risks shall be identified as early as possible, categorized accordingly to impact (Low, Med, High, Critical occurrence).

An **issue** is a risk that has occurred, and presents a challenge to the project. Issues shall be prioritized

(Low, Med, High, Critical) and assigned for resolution to the integrated project team.

The following table identifies common risks for software implementation projects. A comprehensive list of risks and mitigation strategies will be developed during project planning.

Risk Description	Impact of Risk	Probability Of Occurrence	Risk Mitigation Strategy	Responsibility
Project Team turnover (Customer)	High	Medium	The Customer will endeavor to retain key project personnel, as well as skilled and experienced system support staff.	Customer
Non-performance by project team, administration, or end users	Critical	Low	The Customer will provide strong executive sponsorship to effect change when needed.	Customer
Absenteeism of key project resources.	High	Medium	The Customer will provide strong executive sponsorship to effect change when needed.	Customer
End user resistance	High	Medium	The Customer will provide strong executive sponsorship to effect change when needed.	Customer

5 Project Organization and Participation

The following table identifies Customer project roles and responsibilities:

Executive Sponsor	<p>Provides authority and funding for the project.</p> <p>Responsibilities: Initiates the project; commits Customer resources; ensures Customer performance; removes project roadblocks relating to internal structural, organizational, political, or funding issues.</p> <p>Membership: Customer Executive(s)</p>
Steering Committee	<p>Provides strategic direction, makes key decisions, and sets priorities.</p> <p>Responsibilities: Provides strategic direction, sets priorities, approves goals, reviews risks and critical issues, and signs off on deliverables.</p> <p>Membership: Executive Sponsor(s), Customer Project Manager, key business owners</p>
Project Manager	<p>Assumes overall responsibility for the project.</p> <p>Responsibilities: Performs project governance (i.e project communication, regular status updates and reports), acts as the primary point of contact for the project team and the vendor, schedules and manages resources, tracks project</p> <p>Membership: Customer Project Manager (services provided by Koa Hills)</p>
Project Team	<p>Executes project tasks in accordance with the project scope and period of performance.</p> <p>Team Lead Responsibilities:</p>

	<ul style="list-style-type: none"> ● Makes day-to-day project decisions as needed to execute tasks ● Provides overall project support and works in conjunction with the Project Manager ● Has full accountability in coordinating team members' tasks ● Takes ownership of the implemented technical architecture, including system access for Koa Hills team ● Takes ownership for change management ● Takes ownership for developing and implementing a training approach and strategy ● Works with the Project manager to resolve end-to-end problems in the implementation of this project. ● Secures access to Customer staff, records, and documentation as needed ● Provides sufficient workspace including phone, network, and system access <p>Membership: Subject Matter Experts (SMEs), Functional Managers</p> <p>Team member Responsibilities:</p> <ul style="list-style-type: none"> ● Subject matter experts for Customer's technical environment and business units ● Complete project tasks as assigned <p>Membership: Customer staff</p>
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6 Acceptance Criteria

The Customer and Koa Hills will follow best practices throughout the project and mutually identify criteria for completion of project milestones. The overall scope of work will be considered complete when one or more of the following criteria are met:

- All service hours have been delivered
- The Customer is live on the ERP system and the Community Development system
- The Customer and Koa Hills agree that no further services are required

7 Change Control

If Koa Hills or the Customer identifies an activity or objective that is beyond the scope of the Services set forth in this SOW, then the parties agree to take the following steps:

1. A notice should be provided to both parties which announces the change requested. The following details should be provided as part of an official Change Request:
 - Change requested - Description of the scope change needed, including details on how the change relates to project objectives and the impact to the project if the change is not applied.
 - Estimated project impact - Estimated impact of the change to the project, including work effort, deliverables, and impact to the overall project timeline.
 - Estimated cost - Consolidated estimate which identifies additional costs to implement the change, including labor, hardware, software, or other expenses.
2. If the Change Request is acceptable to both parties, then it should be executed by representatives for both Koa Hills and Customer. Once this is complete, work on the Change Request can be started. Any additional costs will be billed according to rates established in the Contract.

8 Project Implementation Costs

8.1 ERP Implementation Costs

Professional Services <i>Project Management and Training and Support Services</i>			
Task Description	Hours/Qty	Rate	Cost
ERP Project Management for 24 months - Finance, HCM, Community Dev	24	\$6,800	\$163,200
ERP Project Management for 9 months - EAM	9	\$3400	\$30,600
ERP Training and Documentation	200	\$170	\$34,000
Skillio License 18 months - Subsequent years will be \$12,000 per year	1	\$12,000	\$12,000
Total Estimated Cost of Project (Does not include travel)			\$239,800
Consultant Travel Estimate (Optional)			
Airfare			\$650
Vehicle/Fuel			\$350
Lodging			\$500
Meals			\$285
Cost per Trip			\$1,785
Number of Trips			8
Total Estimated Cost of Travel Expenses (Optional)			\$14,280
Total Estimated Cost of Project Including Travel			\$254,080

EXHIBIT B

INSURANCE REQUIREMENTS

PROFESSIONAL SERVICE CONTRACTS:

Consultant shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Consultant, its agents, representatives, or employees.

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** Insurance Services Offer Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than **\$1,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
2. **Automobile Liability:** Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if Consultant has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than **\$1,000,000** per accident for bodily injury and property damage.
3. **Workers' Compensation** insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than **\$1,000,000** per accident for bodily injury or disease.
(not required if consultant provides written verification, it has no employees)
4. **Professional Liability** (Errors and Omissions) Insurance appropriate to the Consultant's profession, with limit no less than **\$1,000,000** per occurrence or claim, \$2,000,000 aggregate.

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

Other Insurance Provisions

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

Additional Insured Status

The City, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Consultant including materials, parts or equipment furnished in connection with such work or operations. General liability coverage should be provided in the form of an endorsement to the Consultant's insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10 and CG 20 37 forms if later revisions used).

Primary Coverage

For any claims related to this contract, the **Consultant's insurance coverage shall be primary** insurance as respects the City, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, or volunteers shall be excess of the Consultant's insurance and shall not contribute with it.

Notice of Cancellation

Each insurance policy required above shall state that **coverage shall not be canceled, except with notice to the City.**

Waiver of Subrogation

Consultant hereby grants to City a waiver of any right to subrogation which Consultant or any insurer of said Consultant may acquire against the City by virtue of the payment of any loss under such insurance. Consultant agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer.

Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by the City. The City may require the Consultant to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

Acceptability of Insurers

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

Claims Made Policies

If any of the required policies provide coverage on a claims-made basis:

1. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
2. Insurance must be maintained and evidence of insurance must be provided **for at least five (5) years after completion of the contract of work.**
3. If coverage is canceled or non-renewed, and not **replaced with another claims-made policy form with a Retroactive Date** prior to the contract effective date, the Consultant must purchase "extended reporting" coverage for a minimum of **five (5)** years after completion of contract work.

Verification of Coverage

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

Subcontractors

Consultant shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that City is an additional insured on insurance required from subcontractors.

Special Risks or Circumstances

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

EXHIBIT C

VERIFICATION OF REQUIRED INSURANCE



Project Change Order 003

Prepared For: Jeri Tejada
 Administrative Services Director
 City of Oakley
 3231 Main Street
 Oakley CA 94561

3/2/2026
 Finance Enterprise Support 25/26 - Change Order 003

Description of Change
 Add hours to the project to develop reports including the developer deposit report and the payroll processing report. Specifications for these two specific report are attached in Appendix A.

Reasons for Change
 Reports are needed for the project.

Cost Summary	Hours	Rate	Total
Report Development Services	270	\$200	\$54,000
Total Estimated Cost of Project	270		\$54,000

- Quotation Notes:**
- This quote is valid for 90 days.
 - Services are billed as incurred.
 - **The hours listed on the quote are an estimate based on current information. If during the project we anticipate that additional hours will be needed the client will be notified and an additional change order will be completed.**

Please confirm your acceptance by signing below:

Signature _____
 Print Name _____
 Date _____

Appendix A



Author: Carrie Asosi, Programmer

Client: City of Oakley, California

Main Contact: Jeri Tejada, Administrative Services Director

Date: 02/12/2026

Report #1 - Developer Deposit Report Specifications

Overview:

Developer deposits in California are **up-front fees or securities** that a city or county requires from a developer **before** approving or starting work on a project. They're basically financial insurance for the local government. They exist to make sure the developer pays for **public costs** tied to the project and to protect taxpayers if the developer bails or underperforms.

The City of Oakley (Client) needs a Developer Deposit "Invoice" developed that will take details from Project Ledger history and create an invoice-like report that they can send to their Developers.

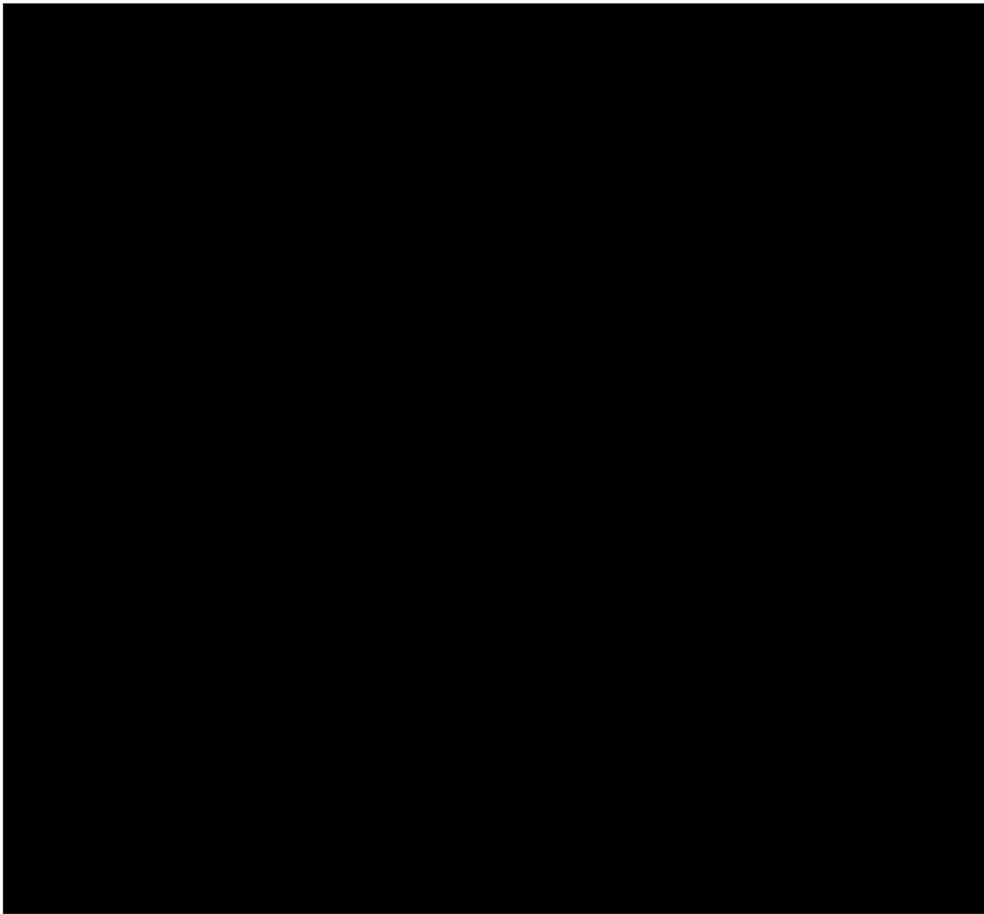
Details:

- Client has their Project Ledger setup and currently has around 100 Developer Deposit Accounts.
- Sources of data for report:

Project Ledger history is the main source of data for this report. This history gets updated from the following in Munis:

- Accounts Receivable (AR) - AR takes in payments from Developers. At intake time, the clerk will associate payments with the Project Number for the Developer. (Note: Client is not using AR General Billing in Munis as it is at the summary level and does not provide the detail that Developers need, hence the need for this report). These transactions will flow to Project Ledger history naturally.
- Payroll (PY) - PY projects are not linked to Project Ledger directly. Employee's time will be coded in Payroll manually to the correct Project and then will flow to the Project Ledger via manually entered journal entries. These journal entries will have the Employee's name and the number of hours worked that will then be used on this report.
- Accounts Payable (AP) - When invoice amounts are drawn down from a Developer's Account, that information will naturally flow to Project Ledger history.

- Sample, selection criteria, fields:



- Selection Criteria:

- Project Number From
- Project Number To
 - Using these, users can enter a range of Project Numbers for multiples or fill both fields with the same Project Number to run for 1 project.
- Statement Date Range From
- Statement Date Range To
 - Using this date range, users can pull the timeframe they wish to give to the Developer. Client typically doesn't just give Developers their current statement, they like to show a running balance, typically a 3 to 4 month period.
- Statement Date
 - This isn't really selection criteria; it represents the date the user wants printed on the report for Statement Date.

- Field Descriptions:
 - HEADER:
 - STATEMENT DATE: From selection criteria
 - STATEMENT PERIOD: From selection criteria
 - Developer Deposit Balance: Balance in Developer’s Account after all debits and credits in statement date range.
 - Project Number and Description: In sample above, this is dd2516 – [REDACTED]. Client’s Project Number will also start with dd.
 - Project Status: Pulled from Project setup in Munis
 - DETAIL:
 - DATE: Transaction date from Project Ledger history.
 - DOC TYPE / NUMBER: The values in this column represent where the transaction came from and, if there is an important numeric identifier for that source, it is also provided. For example (note that these examples and the ones in the above screenshot are from a different client and serve only as examples, these may be different for Client):
 - CRP / 58: Cashiering – original deposit – 58 likely cash receipt #
 - PRJ/PAO / 0: Payroll journal entry – no associated #
 - API / 91: Accounts Payable Invoice – 91 likely invoice #
 - Other kinds of expenses
 - DESCRIPTION: A description of the transaction from the source of the transaction. Note that, for Payroll journal entries, the Employee name and hours will need to be included.
 - AMOUNT: Amount of the transaction.
 - BALANCE: Running total of amounts.

Item Description	Estimated Hours
Discovery Call/Writing Specifications	2.00
Report Development	26.00
To cover unknowns, additional requests, etc.	10.00
Total	38.00



Author: Carrie Asosi, Programmer

Client: City of Oakley, California

Main Contact: Jeri Tejada, Administrative Services Director

Date: 02/12/2026

Report #2 – Payroll Processing Report Specifications

Overview:

The City of Oakley (Client) has a need for a report pulled from payroll history that, for one payroll (Warrant) at a time, shows Earnings, Deductions, Benefits, and Leave data with employee detail, subtotals by Department Division, and then Grand Totals for the entire payroll at the end.

For example:

Department 20

Employee detail Department 20 Division 200 (20-200)

Subtotal for Department 20 Division 200 (20-200)

Employee detail Department 20 Division 210 (20-210)

Subtotal for Department 20 Division 210 (20-210)

Department 30

Employee detail Department 30 Division 200 (30-200)

Subtotal for Department 30 Division 200 (30-200)

....

Grant Totals for entire payroll at the end

This will essentially be one main report with two sub-reports due to the three different detail and summary levels.

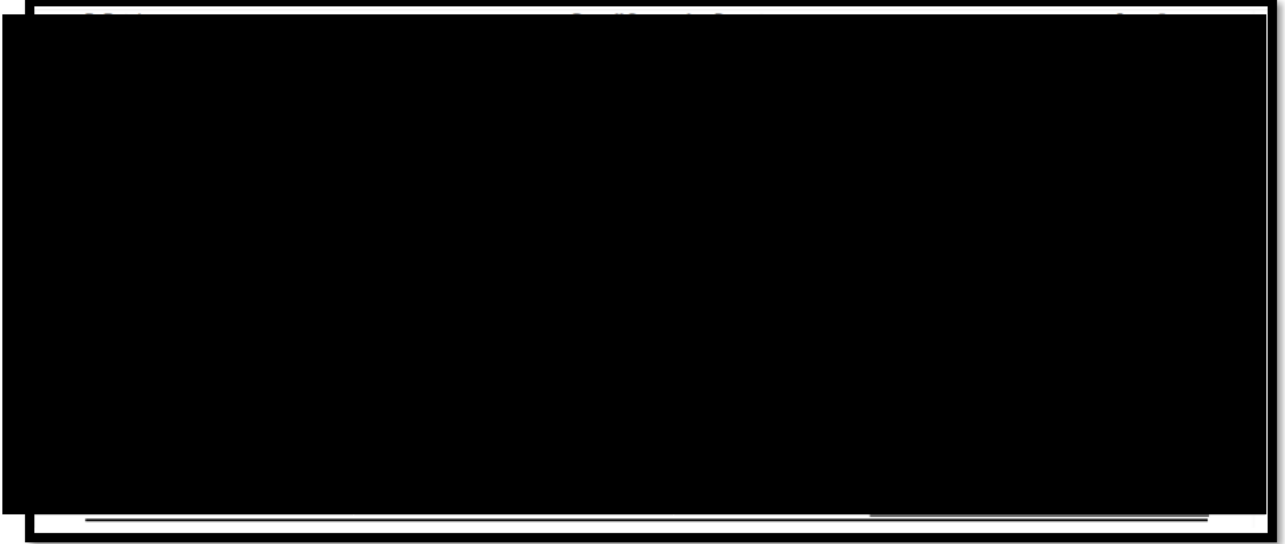
Notes:

- In Munis, Division is called Location.
- Accounts are in the format 100-20-220-xxxxx where 100=Fund, 20=Department and 220=Division (Location).
- The Department-Divisions in the samples below are from Client's old Eden system; these values are different in Munis.

Details:

- Sample, selection criteria, fields:

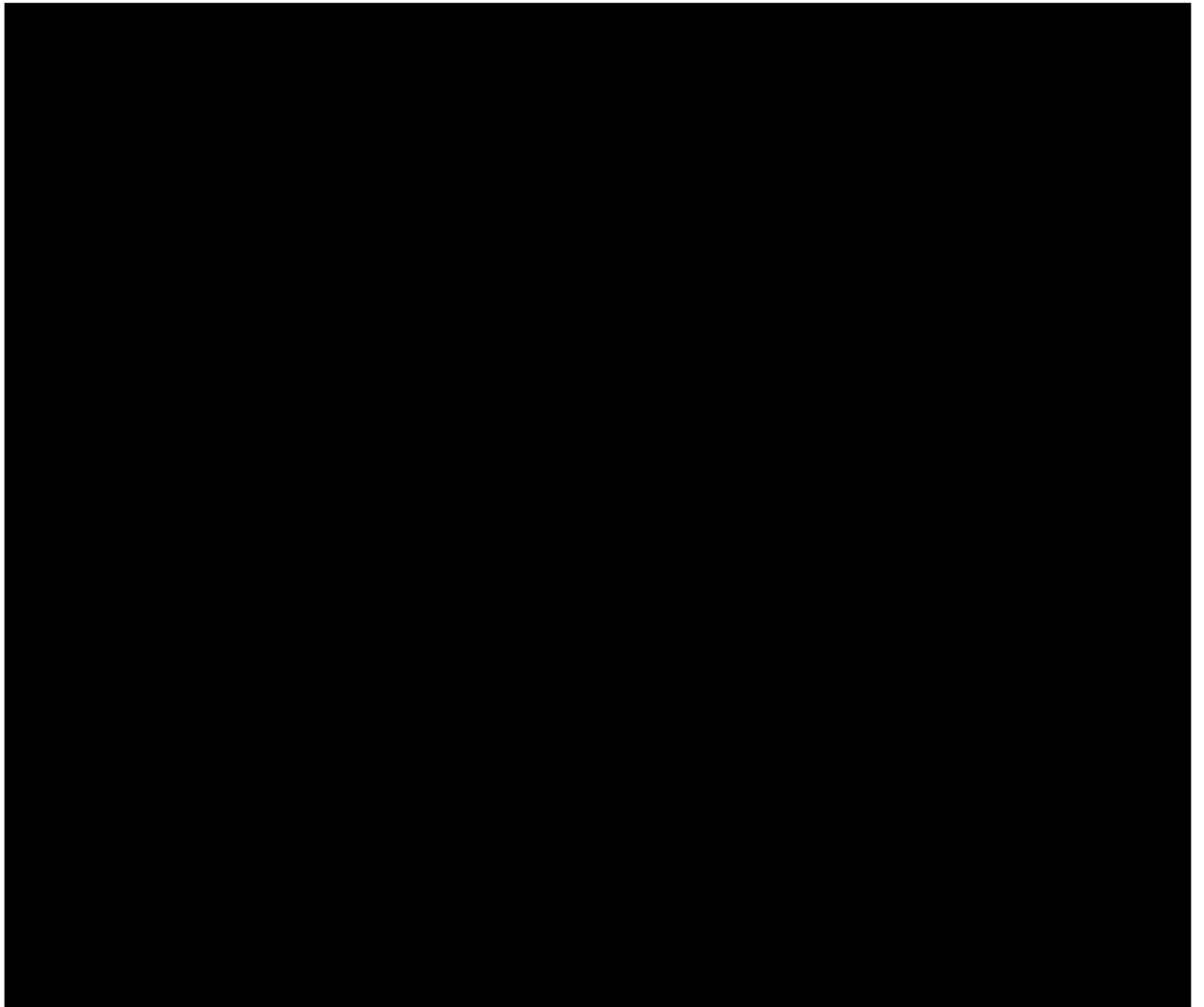
1) Employee Detail Sample (Department 12 Division 020):



2) Subtotal for Department Division Sample (Department 12 Division 020):



3) Summarization of Entire Payroll Sample – Grant Totals:



- Selection Criteria:
 - Warrant Number (e.g. 260206) – Make this field a dropdown of Warrant Number codes from payroll configuration, sorted with most recent pay period descending, with the description being the Check Date.

- Field Descriptions:
 - HEADER:
 - Warrant Number run for
 - Warrant pay cycle begin and end dates
 - Warrant pay period type (e.g. bi-weekly)
 - Date run
 - Home Dept: This will be a concatenation of Department and Division (Location in Munis). For example, 12-020.
 - DETAIL:
 - SECTIONS:
 - EARNINGS
 - Emp #
 - Emp Name
 - Position
 - Position Description
 - Pay Code
 - Pay Code Short Description
 - Hours/units
 - Rate (just for hourly employees?)
 - Amount – highlight amounts for pay codes with D in Non-Cash flag in Pay Master. These are non-cash pay codes, they should not be included in Gross.
 - Totals:
 - Hours
 - Amount
 - DEDUCTIONS
 - Salary – this is the salary amount used for deduction calculations
 - Hourly rate
 - Deduction Number
 - Deduct Short Description
 - Base Wages
 - Deduction Amount
 - Benefit/Contribution Amount
 - Totals:
 - Deductions
 - Benefit/Contributions
 - LEAVE
 - Accrual Code
 - Accrual Code Short Description
 - Amount accrued in current pay period
 - Amount taken in current pay period
 - Banked?
 - Lost?

- Gross Income – Gross Income minus non-cash pay amounts
- Net Income - Gross Income minus non-cash pay amounts – total deductions

Subtotal for Department Division is the same as above except:

- All hours, pay amounts, deduction amounts, benefit amounts, and accrual amounts are summed at the Department Division level.
- No specific employee information in the EARNINGS section, title is the Home Dept number and title.
- No specific employee salary and hourly rate information in the DEDUCTION section, title is the number of Employees in that Department Division.

Summarization of Entire Payroll Sample – Grant Totals – is the same as the Subtotal for Department Division except it is for the entire payroll.

Item Description	Estimated Hours
Discovery Call/Writing Specifications	2.0
Report Development	38.00
To cover unknowns, additional requests, etc.	10.00
Total	50.00

DATE: March 24, 2026

TO: Joshua McMurray, City Manager

FROM: Billilee Saengchalern, Public Works Director/City Engineer

SUBJECT: 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

Approved and
Forwarded to the
City Council

Background and Analysis

On February 28, 2023, the City of Oakley executed a Reimbursement Agreement with the Ironhouse Sanitary District (District) for the installation of a new 14-inch sanitary sewer forcemain as part of the East Cypress Road Widening Project, CIP 247. The original agreement amount of \$566,500 covered all sanitary sewer pipeline installation costs for the first phase of the overall project, including associated traffic control and mobilization.

The City continued to pursue the design and construction of the second and third phase of East Cypress Road to complete the widening efforts for the entire segment between Knightsen Avenue to Bethel Island Road.

This three-phase, multi-year project has the following limits:

- Phase 1 – CIP 247 (Knightsen Avenue to Jersey Island Road)
- Phase 2 – CIP 310 (Contra Costa Water District (CCWD) Canal Crossing)
- Phase 3 – CIP 302 (Jersey Island Road to Bethel Island Road)

The project widens East Cypress Road to six lanes west of Jersey Island Road and four lanes east of Jersey Island Road, and includes construction of storm drain, water, and sewer infrastructure; landscaped median islands; buffered bike lanes; sidewalks; streetlights; and five signalized intersections (four new and one modification).

The new sanitary sewer forcemain is identified in the District's Sewer Master Plan as a required facility to accommodate projected flows from the East Cypress Road corridor and is therefore included in all three phases of the of the East Cypress Road Project.



City staff have collaborated with Ironhouse Sanitary District over several months to agree upon the cost of the District's obligation for the sanitary sewer improvements. An amendment to the original Reimbursement Agreement is necessary to:

1. Reimburse the City for additional eligible costs incurred during Phase 1 (CIP 247); and
2. Expand the scope of reimbursement to include the District's share of costs for the sanitary sewer improvements for Phase 2 (CIP 310) and Phase 3 (CIP 302).

These improvements are critical to the overall infrastructure in this area to serve current and future residents in the eastern portion of our City and neighboring communities within unincorporated Contra Costa County.

Consistency with the Oakley Strategic Plan 27+

This item is consistent with the Strategic Plan 27+ Community Health and Safety and Community and Collaborative Partnership Goals to build the City's infrastructure.

Fiscal Impact

The approval of this reimbursement agreement amendment will not impact the City's General Fund or the City's project budget as Ironhouse Sanitary District will pay for the sanitary sewer related improvements associated with CIP 247, 310, and 302 in an amount not to exceed \$3,279,870.

Staff Recommendation

Staff recommends that the City Council adopt the Resolution approving the First Amendment to the Reimbursement Agreement with Ironhouse Sanitary District for all three phases of the East Cypress Road project and authorize the City Manager to sign the agreement.

Attachments

1. Resolution
2. First Amendment to the Reimbursement Agreement



RESOLUTION NO. XX-26

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OAKLEY TO APPROVE THE FIRST AMENDMENT TO THE REIMBURSEMENT AGREEMENT WITH IRONHOUSE SANITARY DISTRICT RELATED TO EAST CYPRESS SANITARY SEWER IMPROVEMENTS ASSOCIATED WITH CIP 247, 310, AND 302

WHEREAS, on February 28, 2023, the City of Oakley executed a Reimbursement Agreement with the Ironhouse Sanitary District (District) for the installation of a new 14-inch sanitary sewer forcemain as part of the East Cypress Road Widening Project, CIP 247. The original agreement amount of \$566,500 covered all sanitary sewer pipeline installation costs for the first phase of the overall project, including associated traffic control and mobilization;

WHEREAS, over the last several years, the City has continued to pursue the design and construction of the second and third phase of East Cypress Road to complete the widening efforts for the entire segment between Knightsen Avenue to Bethel Island Road;

WHEREAS, City staff have collaborated with the Ironhouse Sanitary District over several months to agree upon the cost of the District's obligation for the sanitary sewer improvements. An amendment to the original Reimbursement Agreement is necessary to:

1. Reimburse the City for additional eligible costs incurred during Phase 1 (CIP 247); and
2. Expand the scope of reimbursement to include the District's share of costs for the sanitary sewer improvements for Phase 2 (CIP 310) and Phase 3 (CIP 302).

WHEREAS, on October 7, 2025, the Ironhouse Sanitary District authorized the General Manager to execute the amendment to the reimbursement agreement to reimburse the City in an amount not to exceed \$3,279,870;

BE IT RESOLVED by the City Council of the City of Oakley that the First Amendment to the Reimbursement Agreement is hereby approved for a reimbursement of the amount not to exceed \$3,279,870, and allow the City Manager to execute the agreement.

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 Snodgrass, City Clerk

Date

**FIRST AMENDMENT TO THE
REIMBURSEMENT AGREEMENT
BETWEEN THE IRONHOUSE SANITARY DISTRICT
AND THE CITY OF OAKLEY
FOR THE EAST CYPRESS ROAD SEWER IMPROVEMENTS**

This First Amendment (hereinafter, the “Amendment”) to the Reimbursement Agreement Between the Ironhouse Sanitary District, a California special district (“District”) and City of Oakley (“City”) effective as of the 24th day of March, 2026.

RECITALS

- A. On February 28, 2023 District and City executed a Reimbursement Agreement for Capital Improvement Project (CIP) 247 East Cypress Road Widening Project which involve the widening of and construction of improvements to East Cypress Road between Knightsen Avenue and Jersey Island Road] (hereinafter referred to as the “Agreement”); and,
- B. The City has expanded the East Cypress Road project to continue the roadway widening between Jersey Island Road to Bethel Island Road CIP 310 and 302; and,
- C. The Parties wish to amend the Agreement to amend the Agreement to account for the additional improvements.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants, promises and agreements contained herein, and incorporating the recitals set forth above City and Consultant mutually agree and covenant as follows:

- I. The Agreement is hereby amended as follows:
 - 1. **Section 1, Scope of Work**, is hereby deleted in its entirety and shall be amended to read as follows:

Parties agree that the Contractor, R&R Pacific Construction (“Contractor”), shall competently and efficiently install forcemain facilities for the District within East Cypress Road between Knightsen Avenue to Bethel Island Road CIP 247, 310, and 302 (“Work”), as set forth in construction documents for the project, the cover sheets of which is included in **Exhibit “A,”** attached hereto and incorporated herein, and that the District shall reimburse the City for all costs and expenses incurred in the Contractor’s performance of the Work. The District shall have the Work inspected by its own forces or by contract at its own cost and expense and shall make an inspector available at all times during the construction of the Work. The Work shall be completed to the reasonable satisfaction of the District.

2. **Section 2, Contract Value**, is hereby deleted in its entirety and shall be amended to read as follows:

The District's total compensation for the Work performed under this Agreement shall not exceed **\$3,279,870**, to be paid as: (1) lump sum; (2) progress payments; (3) per attached schedule of rates and charges, with a guaranteed not to exceed price of **\$3,279,870** ("Reimbursement") outlined in **Exhibit "B"**. Said amount is an estimate for the Work. District shall be responsible for any additional costs related to the Work. Additional costs could include, but may not be limited to, increases due to further change orders, unforeseen underground conditions, claims for additional reimbursement from the Contractor, and stop notices filed by subcontractors. The City will consult with the District prior to incurring additional costs.

3. **Section 15, Notices**, shall be adjusted to reflect this change. Notices or other communications shall be addressed as follows:

To the City:
Billilee Saengchalern, Public Works Director
3231 Main Street
Oakley, CA 94561
925-625-7040

To the District:
Danea Gemmill, District Engineer
450 Walnut Meadows Drive
Oakley, CA 94561
925-518-3487

with a copy to:
Burke, Williams & Sorensen, LLP
1901 Harrison Street
Suite 900
Oakland, CA 94612
Attn: Leah Castella
Tel: (510) 273-8778

- II. Except as provided herein, the terms used in this Amendment shall have the same meaning as the same terms have in the Agreement.
- III. Except as specifically amended by this Amendment, the terms of the Agreement shall remain unchanged and in full force and effect. The Agreement and this Amendment constitute the entire agreement between the parties and supersede any previous oral or written agreement between the parties. In the event of any inconsistency between the Agreement and this Amendment, the terms of the Amendment shall prevail.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

DISTRICT

Ironhouse Sanitary District

By:

Jean-Marc Petit,
General Manager

CITY

City of Oakley, a municipal corporation

By:

Joshua McMurray,
City Manager

Attest:

Kim Snodgrass,
City Clerk

Approved as to Form:

Derek P. Cole,
City Attorney

EXHIBIT A

CIP 247, CIP 310, and CIP 302

East Cypress Road Improvement Plan Cover Sheets



EAST CYPRESS ROAD WIDENING PROJECT

FROM KNIGHTSEN AVENUE TO JERSEY ISLAND ROAD

CIP PROJECT NO. 247 CITY OF OAKLEY

BID SUBMITTAL

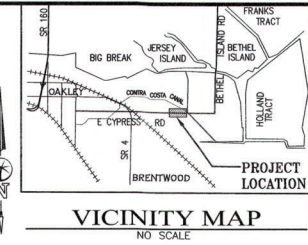
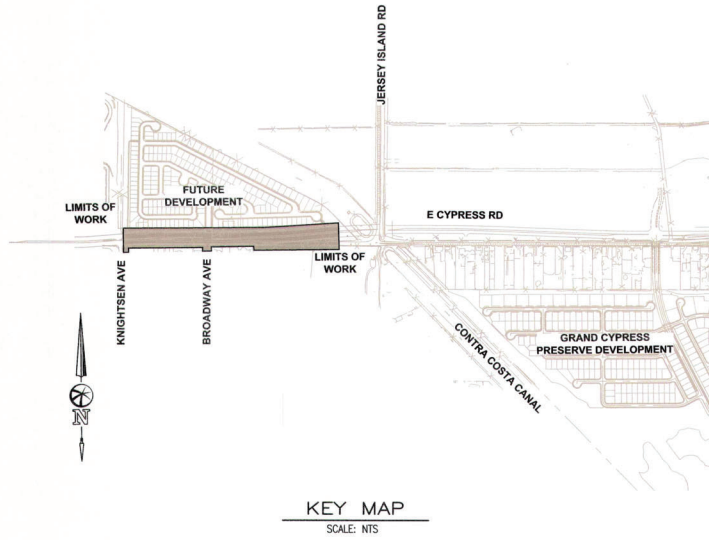
ENGINEERING GENERAL NOTES

1. THE ENGINEER ASSUMES NO RESPONSIBILITY BEYOND THE ADEQUACY OF THIS DESIGN CONTAINED HEREIN.
2. THE CIVIL ENGINEERING DESIGN SHOWN HEREON WAS PREPARED IN ACCORDANCE WITH GENERALLY ACCEPTED ENGINEERING AND/OR SURVEYING PRACTICES APPLICABLE ON THE DATE OF SIGNATURE BY THE ENGINEER. IF CONSTRUCTION OF THE IMPROVEMENTS SHOWN HEREON DOES NOT COMMENCE WITHIN EIGHT MONTHS FROM THE DATE OF SIGNATURE BY THE ENGINEER, THE PLANS MUST BE REVIEWED FOR CURRENT COMPLIANCE WITH GENERALLY ACCEPTED ENGINEERING AND/OR SURVEYING PRACTICES AND RE-ISSUED BY THE ENGINEER PRIOR TO ANY WORK BEING PERFORMED.
3. CONTRACTOR AGREES THAT THE CONTRACTOR SHALL ASSUME SOLE AND COMPLETE RESPONSIBILITY FOR JOB SITE CONDITIONS DURING THE COURSE OF CONSTRUCTION OF THIS PROJECT, INCLUDING SAFETY OF ALL PERSONS AND PROPERTY, THAT THIS REQUIREMENT SHALL APPLY CONTINUOUSLY AND NOT BE LIMITED TO NORMAL WORKING HOURS, AND THAT THE CONTRACTOR SHALL DEFEND, INDEMNIFY AND HOLD THE OWNER AND THE ENGINEER HARMLESS FROM ANY AND ALL LIABILITY, REAL OR ALLEGED, IN CONNECTION WITH THE PERFORMANCE OF WORK ON THIS PROJECT, EXCEPTING FOR LIABILITY ARISING FROM THE SOLE NEGLIGENCE OF THE OWNER OR THE ENGINEER.
4. CONTRACTOR SHALL POST EMERGENCY TELEPHONE NUMBERS FOR PUBLIC WORKS, AMBULANCE, POLICE AND FIRE DEPARTMENTS.
5. THE ENGINEER ASSUMES NO RESPONSIBILITY FOR ANY WORK PERFORMED BY THE CONTRACTOR AND/OR OWNER BASED ON DRAWINGS WHICH HAVE NOT BEEN SIGNED AND SEALED BY THE ENGINEER, APPROVED BY THE CITY OF OAKLEY, AND SPECIFICALLY NOTED AS "APPROVED FOR CONSTRUCTION" BY THE ENGINEER. ALL INFORMATION SHOWN ON PRELIMINARY DRAWINGS IS SUBJECT TO CORRECTION AND/OR CHANGE AND THE CONTRACTOR AND/OR OWNER SHALL PERFORM ANY AND ALL IMPROVEMENTS AT THEIR OWN RISK.
6. THE OWNER SHALL BE RESPONSIBLE FOR OBTAINING ALL EASEMENTS, RIGHTS OF ENTRY, ETC. NECESSARY TO CONSTRUCT ANY WORK SHOWN HEREON.
7. OBSTRUCTIONS INDICATED ARE FOR INFORMATION ONLY. IT IS THE CONTRACTOR'S RESPONSIBILITY TO VERIFY THE LOCATION AND DEPTH WITH THE APPROPRIATE AGENCIES PRIOR TO CONSTRUCTION. ANY RESTAINING REQUIRED AS A RESULT OF OBSTRUCTIONS ENCOUNTERED SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR. NEITHER THE OWNER NOR THE ENGINEER ASSUMES RESPONSIBILITY THAT THE OBSTRUCTIONS INDICATED WILL BE THE OBSTRUCTIONS ENCOUNTERED. ALL EXISTING ELEVATIONS SHOWN ARE AS MEASURED IN THE FIELD UNLESS OTHERWISE NOTED.
8. THE CONTRACTOR SHALL BE HELD RESPONSIBLE FOR ANY FIELD CHANGES MADE WITHOUT WRITTEN AUTHORIZATION FROM BELLECCI & ASSOCIATES, INC.
9. THE CONTRACTOR SHALL PROVIDE THE NECESSARY SAFETY OR TESTING EQUIPMENT AND PERSONNEL.
10. THE CONTRACTOR SHALL PROVIDE ALL LIGHTS, SIGNS, BARRICADES, FLAG PERSONS, OR OTHER DEVICES NECESSARY TO PROVIDE FOR PUBLIC SAFETY IN ACCORDANCE WITH CALTRANS AND CAL-OSHSA SPECIFICATIONS, INCLUDING ALL COSTS FOR FLAGGERS.
11. IF ANY CULTURAL FEATURES OR ARCHAEOLOGICAL MATERIALS ARE UNCOVERED DURING GRADING, TRENCHING, OR OTHER EXCAVATION WORK, ALL WORK WITHIN THIRTY (30) FEET OF THESE MATERIALS SHALL BE STOPPED UNTIL A PROFESSIONAL ARCHAEOLOGIST CERTIFIED BY THE SOCIETY OF PROFESSIONAL ARCHAEOLOGY (SOPA) HAS HAD AN OPPORTUNITY TO EVALUATE THE SIGNIFICANCE OF THE FIND AND SUGGEST APPROPRIATE MITIGATION MEASURES ARE DETERMINED AND IMPLEMENTED, IF DEEMED NECESSARY.
12. REMOVE ALL TREES AND BRUSH IN RIGHT-OF-WAY UNLESS SPECIFICALLY NOTED FOR PRESERVATION.
13. ALL WORK SHALL CONFORM TO THE CURRENTLY ADOPTED EDITIONS OF THE STANDARD PLANS AND SPECIFICATIONS OF THE CITY OF OAKLEY UNLESS OTHERWISE NOTED.

ENGINEERING GENERAL NOTES CONTINUATION:

15. THE INSTALLATION OF EROSION CONTROL FACILITIES AND MEASURES IS NECESSARY AT ALL TIMES.
16. REFER TO CITY OF OAKLEY, ENGINEERING PROCEDURES MANUAL OF STANDARD PLANS AND SPECIFICATIONS FOR ADDITIONAL IMPORTANT INFORMATION AND REQUIREMENTS.
17. COORDINATE AND ELEVATION DATUM FOR THIS SURVEY IS BASED ON NGS CONTROL POINTS PD NUMBERS HS3769, DH6965 AND DB3979.

PD	NORTHING	EASTING	ELEVATION
HS3769	2180254.335	6232482.922	13.8
DH6965	2182565.21	6224466.126	10.106
DB3979	2179983.444	6227462.925	23.6
18. BASIS OF BEARINGS: CALIFORNIA COORDINATE SYSTEM ZONE 3, NAD83, NAD89, EPOCH 2010.
19. ALL EXCAVATION, BACKFILL AND GRADING SHALL COMPLY WITH RECOMMENDATIONS SET FORTH IN THE GEOTECHNICAL REPORT TITLED "GEOTECHNICAL DESIGN REPORT EAST CYPRESS ROAD WIDENING PROJECT CEAG DOCUMENT NO.: 211012.001" PREPARED BY CAL ENGINEERING & GEOLOGY AND DATED MARCH 30, 2022.
20. THE SOILS REPORT FOR THIS PROJECT AS IDENTIFIED ABOVE, WAS PREPARED AND SHALL BECOME A PART OF THESE PLANS. SITE PREPARATION, EXCAVATION, GRADING, FILL PLACEMENT AND COMPACTION SHALL CONFORM WITH THE PROJECT GEOTECHNICAL REPORT AND WITH THE RECOMMENDATIONS OF THE SOILS ENGINEER, OR CITY REPRESENTATIVE. FIELD OBSERVATION AND TESTING DURING THE GRADING OPERATIONS SHALL BE APPROVED BY REPRESENTATIVES OF THE SOILS ENGINEERS TO DETERMINE TO FORM OPINIONS REGARDING THE ADEQUACY OF THE SITE PREPARATION, THE ACCEPTABILITY OF FILL MATERIALS AND THE EXTENT TO WHICH THE EARTH CONSTRUCTION AND THE DEGREE OF COMPACTION COMPLY WITH THE SPECIFICATION REQUIREMENTS. CONTRACTOR SHALL NOTIFY THE SOILS ENGINEER(S) AT LEAST TWO (2) WORKING DAYS PRIOR TO BEGINNING OF WORK.



SHEET NO.	SHEET INDEX
1	COVER SHEET
2-3	NOTES, ABBREVIATIONS, AND LEGEND
4-12	CIVIL DETAILS
13	SURVEY CONTROL PLAN
14	TYPICAL STREET SECTION
15-16	DEMOLITION PLAN
17-18	HORIZONTAL CONTROL PLAN
19-20	IMPROVEMENT PLAN AND PROFILE
21-22	WATER MAIN PLAN AND PROFILE
23-24	SANITARY SEWER FORCE MAIN PLAN AND PROFILE
25	GRADING PLAN
26-28	GRADING ENLARGEMENTS
29-31	CROSS SECTIONS
32	STORM DRAIN PROFILES
33-36	CONSTRUCTION STAGING
37	STORM WATER CONTROL PLAN
38-40	SWPPP PLAN
41	SIGNING AND STRIPING PLAN
42	TRAFFIC SIGNAL PLAN - EAST CYPRESS ROAD & BROADWAY
43	CONDUCTOR SCHEDULE, GENERAL NOTES, AND DETAILS
44	SIGNAL INTERCONNECT PLAN - EAST CYPRESS ROAD
45	STREET LIGHT PLAN
46-50	CATHODIC PROTECTION SITE PLAN
51	LANDSCAPE COVER SHEET
52-53	PLANTING SCHEDULE AND NOTES
54-57	PLANTING PLAN
58-59	LANDSCAPE DETAILS
60-63	IRRIGATION PLAN
64-65	IRRIGATION NOTES AND LEGEND
66-67	IRRIGATION DETAILS
68	IRRIGATION WATER CALCULATIONS

CONFORM PLAN SET

REVIEWED FOR CONFORMANCE WITH CITY OF OAKLEY STANDARDS AND REQUIREMENTS. APPROVAL FOR CONSTRUCTION IS SUBJECT TO THE INFORMATION SHOWN HEREIN. THE CITY OF OAKLEY AND THE UNDERSIGNED ARE NOT RESPONSIBLE FOR ANY ERRORS OR OMISSIONS THAT MAY EXIST ON THESE PLANS.

Roufsh Rohani 10-29-22
ROUROSH ROHANI, CITY ENGINEER DATE

Public Works Director
PUBLIC WORKS DIRECTOR/CITY ENGINEER

DIABLO WATER DISTRICT APPROVAL
Don Hubert DATE 1-27-2023

IRONHOUSE SANITARY DISTRICT APPROVAL
Vivian Houston DATE 10-31-22



CIP 247 - EAST CYPRESS ROAD WIDENING PROJECT FROM KNIGHTSEN AVENUE TO JERSEY ISLAND ROAD

COVER SHEET

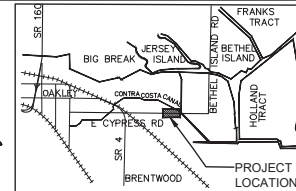
CITY OF OAKLEY
CONTRA COSTA COUNTY
CALIFORNIA

REVISIONS	NO.	DATE	SCALE	DESIGN	DRAWN	APPROVED	JOB NO.

DRAWING NUMBER:
G1.0
1 OF 68



EAST CYPRESS ROAD WIDENING AT CONTRA COSTA WATER DISTRICT (CCWD) CANAL CROSSING PROJECT



VICINITY MAP
SCALE: NTS

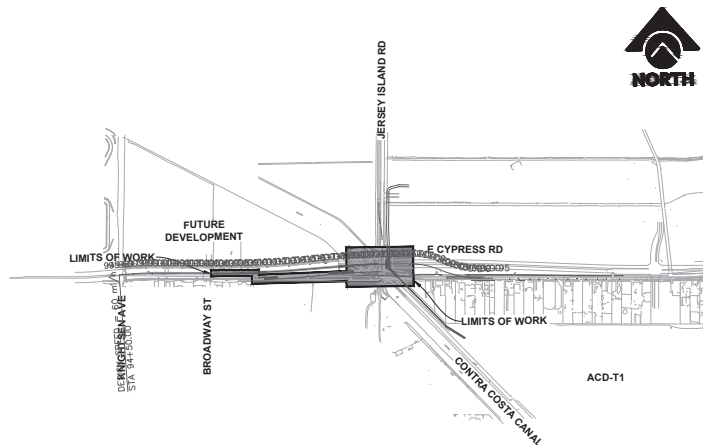
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- THE OWNER SHALL BE RESPONSIBLE FOR OBTAINING ALL EASEMENTS, RIGHTS OF ENTRY, ETC. NECESSARY TO CONSTRUCT ANY WORK SHOWN HEREON.
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- THE CONTRACTOR SHALL PROVIDE THE NECESSARY SAFETY OR TESTING EQUIPMENT AND PERSONNEL.
- THE CONTRACTOR SHALL PROVIDE ALL LIGHTS, SIGNS, BARRICADES, FLAG PERSONS, OR OTHER DEVICES NECESSARY TO PROVIDE FOR PUBLIC SAFETY IN ACCORDANCE WITH CALTRANS AND CAL-OSHA SPECIFICATIONS, INCLUDING ALL COSTS FOR FLAGGERS.
- IF ANY CULTURAL FEATURES OR ARCHAEOLOGICAL MATERIALS ARE UNCOVERED DURING GRADING, TRENCHING, OR OTHER EXCAVATION WORK, ALL WORK WITHIN THIRTY YARDS (30 YD) OF THESE MATERIALS SHALL BE STOPPED UNTIL A PROFESSIONAL ARCHAEOLOGIST CERTIFIED BY THE SOCIETY OF PROFESSIONAL ARCHAEOLOGY (SPA) HAS HAD AN OPPORTUNITY TO EVALUATE THE SIGNIFICANCE OF THE FIND AND SUGGEST APPROPRIATE MITIGATION MEASURES ARE DETERMINED AND IMPLEMENTED, IF DEEMED NECESSARY.
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- REFER TO CITY OF OAKLEY, ENGINEERING PROCEDURES MANUAL OF STANDARD PLANS AND SPECIFICATIONS FOR ADDITIONAL IMPORTANT INFORMATION AND REQUIREMENTS.
- COORDINATE AND ELEVATION DATUM FOR THIS SURVEY IS BASED ON NGS CONTROL POINTS PID NUMBERS HS3769, DH6895 AND DB3679

PID	NORTHING	EASTING	ELEVATION
HS3769	2180254.335	6232492.922	13.8
DH6895	2193565.21	6224466.128	10.108
DB3679	2175993.444	6227442.62	23.6
- BASED ON THE CALIFORNIA COORDINATE SYSTEM ZONE 3, NAD83, NAVD88, EPOCH 2010.
- BASIS OF BEARINGS: CALIFORNIA COORDINATE SYSTEM ZONE 3, 1983 (CCS83).
- ALL EXCAVATION, BACKFILL AND GRADING SHALL COMPLY WITH RECOMMENDATIONS SET FORTH IN THE GEOTECHNICAL REPORT TITLED "GEOTECHNICAL REPORT CYPRESS PRESERVE PHASE 1 IN-TRACT IMPROVEMENT CEAG DOCUMENT: 181031.001" PREPARED BY CAL ENGINEERING & GEOLOGY AND DATED APRIL 12, 2021.
- THE SOILS REPORT FOR THIS PROJECT AS IDENTIFIED ABOVE, WAS PREPARED AND SHALL BECOME A PART OF THESE PLANS. SITE PREPARATION, EXCAVATION, GRADING, FILL PLACEMENT AND COMPACTION SHALL CONFORM WITH THE PROJECT GEOTECHNICAL REPORT AND WITH THE RECOMMENDATIONS OF THE SOILS ENGINEER, OR CITY REPRESENTATIVE. FIELD OBSERVATION AND TESTING DURING THE GRADING OPERATIONS SHALL BE APPROVED BY REPRESENTATIVES OF THE SOILS ENGINEERS TO ENABLE THEM TO FORM OPINIONS REGARDING THE ADEQUACY OF THE SITE PREPARATION, THE ACCEPTABILITY OF FILL MATERIALS AND THE EXTENT TO WHICH THE EARTH CONSTRUCTION AND THE DEGREE OF COMPACTION COMPLY WITH THE SPECIFICATION REQUIREMENTS. CONTRACTOR SHALL NOTIFY THE SOILS ENGINEER(S) AT LEAST TWO (2) WORKING DAYS PRIOR TO BEGINNING OF WORK.

CIP PROJECT NO. 310
CITY OF OAKLEY

BID SUBMITTAL



KEY MAP
SCALE: NTS

SHEET NO.	SHEET REFERENCE NO.	SHEET INDEX
1	G1.0	COVER SHEET
2-3	G1.1-G1.2	NOTES, ABBREVIATIONS, & LEGEND
4-13	G1.3-G1.12	CIVIL DETAILS
14	G1.15	SURVEY CONTROL PLAN
15-16	G1.14-G1.15	TYPICAL STREET SECTION
17-20	C1.1-C1.4	DEMOLITION PLAN
21-23	C2.1-C2.4	HORIZONTAL CONTROL PLAN
24-28	C3.0-C3.4	IMPROVEMENT PLAN & PROFILE
29	C3.5	INTERIM IMPROVEMENT PLAN
30	C3.6	PAVING IN CCWD ROW
31-32	C4.1-C4.2	GRADING PLAN
33-34	C5.1-C5.2	WATER MAIN PLAN & PROFILE
35-36	C6.1-C6.2	SANITARY SEWER FORCE MAIN PLAN & PROFILE
37	C7.1	STORM DRAIN PROFILES
38	C8.1	PO&E GAS MAIN PLAN & PROFILE
39	C9.1	T&T PLAN & PROFILE
40	C10.1	STORM WATER CONTROL PLAN
41-42	C11.1-C11.2	SWPPP PLAN
43-44	C12.1-C12.2	SWPPP DETAILS
45-47	C13.1-C13.3	CROSS SECTIONS
48-49	SS-1-SS-2	SIGNING & STRIPING PLAN
50-51	TS-1-TS-2	TRAFFIC SIGNAL PLAN
52	LC-1	LANDSCAPE COVER SHEET
53	LC-2	LANDSCAPE NOTES & PLANT SCHEDULE
54	LC-3	LANDSCAPE NOTES
55-58	IP-1 - IP-4	IRRIGATION PLAN
59-60	ID-1 - ID-2	IRRIGATION NOTES & LEGEND
61-62	ID-3 - ID-4	IRRIGATION DETAILS
63-64	ID-5 - ID-6	IRRIGATION WATER CALCULATIONS
65-68	LP-1-LP-4	PLANTING PLANS
69-70	LD-1-LD-2	CONSTRUCTION DETAILS
71-77	CP-1-CP-7	CATHODIC PROTECTION SITE PLAN

CITY OF OAKLEY ACCEPTANCE OF PLANS:

REVIEWED FOR CONFORMANCE WITH CITY OF OAKLEY STANDARDS AND REQUIREMENTS. APPROVAL FOR CONSTRUCTION IS SUBJECT TO THE INFORMATION SHOWN HEREIN.

Kevin Rohani DATE: 4-21-25
KEVIN ROHANI, R.C.E. NO. 51138
PUBLIC WORKS DIRECTOR/CITY ENGINEER

Paula DATE: 4/21/25
PARKS AND LANDSCAPE MANAGER

ENGINEER OF RECORD:

A.A.P.H. DATE: 04/04/2025
ANOO P. ADMAL, R.C.E. NO. 76008

CERTIFICATION OF PEER REVIEW:

THE UNDERSIGNED HEREBY CERTIFIES THAT A PROFESSIONAL PEER REVIEW OF THESE PLANS AND THE REQUIRED DESIGNS WAS CONDUCTED BY ME, A PROFESSIONAL ENGINEER WITH EXPERTISE AND EXPERIENCE IN THE APPROPRIATE FIELD OF ENGINEERING EQUAL TO OR GREATER THAN THE ENGINEER OF RECORD, AND THAT APPROPRIATE CORRECTIONS HAVE BEEN MADE.

Daniel C. Leary DATE: 04/04/2025
DANIEL C. LEARY, R.C.E. NO. 48394

IRONHOUSE SANITARY DISTRICT ACCEPTANCE OF PLANS:

REVIEWED BY IRONHOUSE SANITARY DISTRICT WATER FOR BID:
Vivian House for District Engineer DATE: 4/10/2025

DIABLO WATER DISTRICT ACCEPTANCE OF PLANS:

REVIEWED BY DIABLO WATER DISTRICT WATER FOR BID:
Dan Muehlebach DATE: 4/21/2025

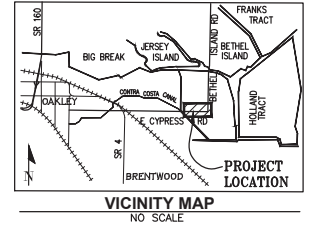
GEOTECHNICAL ENGINEER:

GEOTECHNICAL REPORT PREPARED BY CAL ENGINEERING AND GEOLOGY DATED MARCH 30, 2022. GEOTECHNICAL ENGINEERING INVESTIGATION PREPARED BY DCM ENGINEERING DATED APRIL 2007, AND SUPPLEMENTAL GEOTECHNICAL INVESTIGATION PREPARED BY HULTORF-TILUS ENGINEERS DATED JULY 12, 2013.



EAST CYPRESS RD WIDENING FROM JERSEY ISLAND RD TO BETHEL ISLAND RD

CIP PROJECT NO. 302
CITY OF OAKLEY



ENGINEERING GENERAL NOTES

- THE ENGINEER ASSUMES NO RESPONSIBILITY BEYOND THE ADEQUACY OF THIS DESIGN CONTAINED HEREIN.
- THE CIVIL ENGINEERING DESIGN SHOWN HEREON WAS PREPARED IN ACCORDANCE WITH GENERALLY ACCEPTED ENGINEERING AND/OR SURVEYING PRACTICES APPLICABLE ON THE DATE OF SIGNATURE BY THE ENGINEER. IF CONSTRUCTION OF THE IMPROVEMENTS SHOWN HEREON DOES NOT COMMENCE WITHIN EIGHT MONTHS FROM THE DATE OF SIGNATURE BY THE ENGINEER, THE PLANS MUST BE REVIEWED FOR CURRENT COMPLIANCE WITH GENERALLY ACCEPTED ENGINEERING AND/OR SURVEYING PRACTICES AND RE-ISSUED BY THE ENGINEER PRIOR TO ANY WORK BEING PERFORMED.
- CONTRACTOR AGREES THAT HE SHALL ASSUME SOLE AND COMPLETE RESPONSIBILITY FOR JOB SITE CONDITIONS DURING THE COURSE OF CONSTRUCTION OF THIS PROJECT, INCLUDING SAFETY OF ALL PERSONS AND PROPERTY, THAT THIS REQUIREMENT SHALL APPLY CONTINUOUSLY AND NOT BE LIMITED TO NORMAL WORKING HOURS, AND THAT THE CONTRACTOR SHALL DEFEND, INDEMNIFY AND HOLD THE OWNER AND THE ENGINEER HARMLESS FROM ANY AND ALL LIABILITY, REAL OR ALLEGED, IN CONNECTION WITH THE PERFORMANCE OF WORK ON THIS PROJECT, EXCEPTING FOR LIABILITY ARISING FROM THE SOLE NEGLIGENCE OF THE OWNER OR THE ENGINEER.
- CONTRACTOR SHALL POST EMERGENCY TELEPHONE NUMBERS FOR PUBLIC WORKS, AMBULANCE, POLICE AND FIRE DEPARTMENTS.
- CONSTRUCTION STAKING SHALL BE PERFORMED BY CONTRACTOR'S LICENSED PROFESSIONAL LAND SURVEYOR.
- THE ENGINEER ASSUMES NO RESPONSIBILITY FOR ANY WORK PERFORMED BY THE CONTRACTOR AND/OR OWNER BASED ON DRAWINGS WHICH HAVE NOT BEEN SIGNED AND SEALED BY THE ENGINEER, APPROVED BY THE CITY OF OAKLEY, AND SPECIFICALLY NOTED AS "APPROVED FOR CONSTRUCTION" BY THE ENGINEER. ALL INFORMATION SHOWN ON PRELIMINARY DRAWINGS IS SUBJECT TO CORRECTION AND/OR CHANGE AND THE CONTRACTOR AND/OR OWNER SHALL PERFORM ANY AND ALL IMPROVEMENTS AT THEIR OWN RISK.
- THE OWNER SHALL BE RESPONSIBLE FOR OBTAINING ALL EASEMENTS, RIGHTS OF ENTRY, ETC. NECESSARY TO CONSTRUCT ANY WORK SHOWN HEREON.
- OBSTRUCTIONS INDICATED ARE FOR INFORMATION ONLY. IT IS THE CONTRACTOR'S RESPONSIBILITY TO VERIFY THE LOCATION AND DEPTH WITH THE APPROPRIATE AGENCIES PRIOR TO CONSTRUCTION OR CONSTRUCTION STAKING BY THE ENGINEER. ANY RESTAKING REQUIRED AS A RESULT OF OBSTRUCTIONS ENCOUNTERED SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR. NEITHER THE OWNER NOR THE ENGINEER ASSUMES RESPONSIBILITY THAT THE OBSTRUCTIONS INDICATED WILL BE THE OBSTRUCTIONS ENCOUNTERED. ALL EXISTING ELEVATIONS SHOWN ARE AS MEASURED IN THE FIELD UNLESS OTHERWISE NOTED.
- THE CONTRACTOR SHALL BE HELD RESPONSIBLE FOR ANY FIELD CHANGES MADE WITHOUT WRITTEN AUTHORIZATION FROM BELLECCI & ASSOCIATES, INC.
- THE CONTRACTOR SHALL PROVIDE THE NECESSARY SAFETY OR TESTING EQUIPMENT AND PERSONNEL.
- THE CONTRACTOR SHALL PROVIDE ALL LIGHTS, SIGNS, BARRICADES, FLAG PERSONS, OR OTHER DEVICES NECESSARY TO PROVIDE FOR PUBLIC SAFETY IN ACCORDANCE WITH CALTRANS AND CAL-OSHA SPECIFICATIONS, INCLUDING ALL COSTS FOR FLAGGERS.
- IF ANY CULTURAL FEATURES OR ARCHAEOLOGICAL MATERIALS ARE UNCOVERED DURING GRADING, TRENCHING, OR OTHER EXCAVATION WORK, ALL WORK WITHIN THIRTY YARDS (30 YD) OF THESE MATERIALS SHALL BE STOPPED UNTIL A PROFESSIONAL ARCHAEOLOGIST CERTIFIED BY THE SOCIETY OF PROFESSIONAL ARCHAEOLOGY (SOPA) HAS HAD AN OPPORTUNITY TO EVALUATE THE SIGNIFICANCE OF THE FIND AND SUGGEST APPROPRIATE MITIGATION MEASURES ARE DETERMINED AND IMPLEMENTED, IF DEEMED NECESSARY.

- REMOVE ALL TREES AND BRUSH IN RIGHT-OF-WAY UNLESS SPECIFICALLY NOTED FOR PRESERVATION.
- ALL WORK SHALL CONFORM TO THE CURRENTLY ADOPTED EDITIONS OF THE STANDARD PLANS AND SPECIFICATIONS OF THE CITY OF OAKLEY UNLESS OTHERWISE NOTED.
- THE INSTALLATIONS OF EROSION CONTROL FACILITIES AND MEASURES IS NECESSARY AT ALL TIMES.
- REFER TO CITY OF OAKLEY ENGINEERING PROCEDURES MANUAL OF STANDARD PLANS AND SPECIFICATIONS FOR ADDITIONAL IMPORTANT INFORMATION AND REQUIREMENTS.
- COORDINATE AND ELEVATION DATUM FOR THIS SURVEY IS BASED ON NOS CONTROL POINTS PID NUMBERS HS3769, DH6895 AND DB3879

- | PID | NORTHING | EASTING | ELEVATION |
|--------|-------------|-------------|-----------|
| HS3769 | 2180254.335 | 6232482.922 | 13.8 |
| DH6895 | 2193565.21 | 6224466.128 | 10.108 |
| DB3879 | 2175931.444 | 6227442.92 | 23.6 |
- BASED ON THE CALIFORNIA COORDINATE SYSTEM ZONE 3, NAD83, NAVD83, EPOCH 2010.

- BASIS OF BEARINGS: CALIFORNIA COORDINATE SYSTEM ZONE 3, 1983 (CCS83).
- CONTOUR INTERVAL SHOWN, ON THE PLANS ARE 1 FOOT MINOR AND 5 FOOT MAJOR.
- TOPOGRAPHIC INFORMATION SHOWN HEREON WAS COMPILATED FROM AN AERIAL SURVEY PERFORMED BY KING & ASSOCIATES.

- ALL EXCAVATION, BACKFILL AND GRADING SHALL COMPLY WITH RECOMMENDATIONS SET FORTH IN THE GEOTECHNICAL REPORT TITLED "GEOTECHNICAL REPORT CYPRESS PRESERVE PHASE 1 IN-TRACT IMPROVEMENTS CE&G DOCUMENT: 181031.001" PREPARED BY CAL ENGINEERING & GEOLOGY AND DATED JULY 21, 2021.
- THE SOILS REPORT FOR THIS PROJECT AS IDENTIFIED ABOVE, WAS PREPARED AND SHALL BECOME A PART OF THESE PLANS. SITE PREPARATION, EXCAVATION, GRADING, FILL PLACEMENT AND COMPACTION SHALL CONFORM TO ALL RECOMMENDATIONS THEREIN. FIELD OBSERVATION AND TESTING DURING THE GRADING OPERATIONS SHALL BE APPROVED BY REPRESENTATIVES OF THE SOILS ENGINEERS TO ENABLE THEM TO FORM OPINIONS REGARDING THE ADEQUACY OF THE SITE PREPARATION, THE ACCEPTABILITY OF FILL MATERIALS AND THE EXTENT TO WHICH THE WORK COMPLES WITH THE SPECIFICATION REQUIREMENTS. CONTRACTOR SHALL NOTIFY THE SOILS ENGINEER(S) AT LEAST TWO (2) WORKING DAYS PRIOR TO BEGINNING OF WORK.

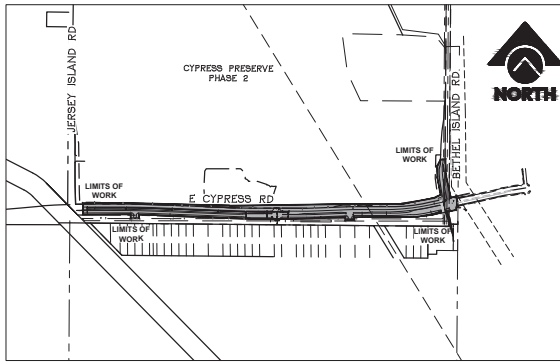
- FOR WATER PROOFING BEHIND WALL REFER TO GEOTECHNICAL REPORT TITLED "GEOTECHNICAL REPORT CYPRESS PRESERVE PHASE 1 IN-TRACT IMPROVEMENTS CE&G DOCUMENT: 181031.001" PREPARED BY CAL ENGINEERING & GEOLOGY AND DATED JULY 21, 2021.

- PRIOR TO APPROVAL OF THE GRADING PERMIT, APPLICANT/CONTRACTOR SHALL SPECIFY IMPORT FILL ON ITS GRADING PLANS, SUBJECT TO THE APPROVAL OF THE FLOOD CONTROL DISTRICT, FOR THE ACCESS ROAD, CLOSURE STRUCTURES, AND RELATED IMPROVEMENTS. IMPORT MATERIAL SHALL CONFORM TO THE FLOOD CONTROL DISTRICT'S SPECIFICATIONS FOR LEVEE FILL MATERIAL AND, AT A MINIMUM, SHALL BE LEAN CLAY (CL) OR CLAYEY SAND (SC) MATERIAL PER ASTM D2487 FROM A KNOWN SOURCE FREE OF MAN-MADE REFUSE, ORGANIC, AND OTHER DELETERIOUS MATERIALS; 2-INCH MAXIMUM PARTICLE SIZE AND 30 PERCENT MINIMUM PASSING #200 SIEVE PER ASTM D1140; LIQUID LIMIT OF 45 OR LESS AND PLASTICITY INDEX GREATER THAN 12 AND LESS THAN 32 PER ASTM D2487; AND ATTAIN 90% COMPACTION PER ASTM D1557-12 IN MAXIMUM 8-INCH THICK LAYERS WITH MOISTURE AT LEAST 3 PERCENT OVER OPTIMUM MOISTURE CONDITION. DETAILED SPECIFICATION ARE AVAILABLE UPON REQUEST.
- NOTES IDENTIFIED ON PLANS ARE A PART OF ALL DOCUMENTS/REPORTS. CONTRACTOR TO REVIEW ALL DOCUMENTS/REPORTS FOR ADDITIONAL PROJECT REQUIREMENTS FOR THE CONSTRUCTION OF THE PROJECT.

CITY OF OAKLEY
CITY ENGINEER
PUBLIC WORKS DIRECTOR
KEVIN ROHANI

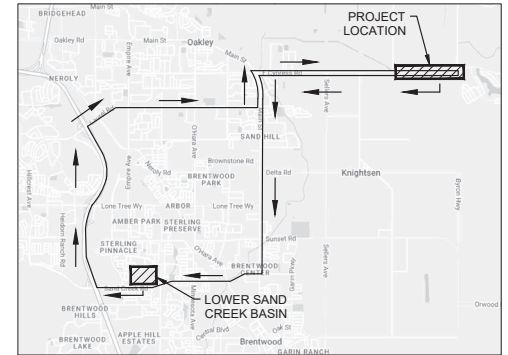
CIVIL ENGINEER:
SANBELL
7077 KOLL CENTER PKWY., STE 210
PLEASANTON, CA 94566
(925) 685-4569

GEOTECHNICAL/SOILS ENGINEER:
CAL ENGINEERING & GEOLOGY
785 YONACIO VALLEY ROAD
WALNUT CREEK, CA 94596
(925) 935-9771



KEY MAP

SCALE: NTS



HAUL ROUTE PLAN

SCALE: NTS

GEOTECHNICAL ENGINEER:

GEOTECHNICAL REPORT - CYPRESS PRESERVE PHASE 1 IN-TRACT IMPROVEMENTS, PREPARED BY CAL ENGINEERING AND GEOLOGY DATED JULY 21, 2021
GEOTECHNICAL DATA REPORT - LOWER SAND CREEK BASIN EXPANSION, PREPARED BY GEI CONSULTANTS, INC. DATED FEBRUARY 21, 2025.

ENGINEER OF RECORD:

A.A.P.
ANCOOP R. ADAM, R.C.E. NO. 76008 DATE: 05/12/25

CERTIFICATION OF PEER REVIEW:

THE UNDERSIGNED HEREBY CERTIFIES THAT A PROFESSIONAL PEER REVIEW OF THESE PLANS AND THE REQUIRED DESIGNS WAS CONDUCTED BY ME, A PROFESSIONAL ENGINEER WITH EXPERISE AND EXPERIENCE IN THE APPROPRIATE FIELD OF ENGINEERING EQUAL TO OR GREATER THAN THE ENGINEER OF RECORD, AND THAT APPROPRIATE CORRECTIONS HAVE BEEN MADE.
Daniel C. Lundy
DANIEL C. LUNDY, R.C.E. NO. 48394 DATE: 05/12/25

CITY OF OAKLEY ACCEPTANCE OF PLANS:

REVIEWED FOR CONFORMANCE WITH CITY OF OAKLEY STANDARDS AND REQUIREMENTS. APPROVAL FOR CONSTRUCTION IS SUBJECT TO THE INFORMATION SHOWN HEREIN.

Kevin Rohani
KEVIN ROHANI, R.C.E. NO. 51138 DATE: 5-19-25
PUBLIC WORKS DIRECTOR/CITY ENGINEER

Jesse Dela Cruz
JESSE DELA CRUZ DATE: 5-19-25
PARKS AND LANDSCAPE MANAGER

IRONHOUSE SANITARY DISTRICT ACCEPTANCE OF PLANS:

REVIEWED BY IRONHOUSE SANITARY DISTRICT WATER FOR BID:
Diana Gonzalez
DATE: 05/14/2025

DIABLO WATER DISTRICT ACCEPTANCE OF PLANS:

REVIEWED BY DIABLO WATER DISTRICT WATER FOR BID:
Dan Muehle
DATE: 05/19/2025

OAKLEY
CALIFORNIA

sanbell
Sustainable Infrastructure. Enduring Value.

8281 MAIN STREET, OAKLEY, CA 94661

CIP 302 EAST CYPRESS RD WIDENING FROM JERSEY ISLAND RD TO BETHEL ISLAND RD

TITLE SHEET AND GENERAL NOTES

NO.	REVISIONS	BY	APP	DATE

CITY OF OAKLEY

CONTRA COSTA COUNTY

CALIFORNIA

DESIGNED UNDER THE DIRECTION OF:

A.A.P.
ANCOOP R. ADAM, R.C.E. NO. 76008 DATE: 06/17/2025
DESIGN: AN, TV, ET DATE: 06/17/2025
DRAWN: AN, TV, ET DATE: 06/17/2025
CHECKED: DL, AA DATE: 06/17/2025



DRAWING NUMBER:

C10
1 OF 113



EXHIBIT B

CIP 247, CIP 310, and CIP 302

East Cypress Road Sewer

Cost Matrix

	CIP 247	CIP 302	CIP 310	
Soft Costs	\$ 89,936	\$ 161,100	\$ 78,856	\$ 329,892
Construction Bid Items	\$ 599,572	\$ 1,611,000	\$ 525,706	\$ 2,736,278
10% Contingency		\$ 161,100	\$ 52,600	\$ 213,700
Total	\$ 689,508	\$ 1,933,200	\$ 657,162	\$ 3,279,870

DATE: March 24, 2026
TO: Joshua McMurray, City Manager
FROM: Derek P. Cole, City Attorney
CC: Conrad Fromme, Chief Building Official/Code Enforcement Manager
SUBJECT: Modification to OMC 1.5.209 to match new contracted collection services for citations

Approved and Forwarded to the City Council

Background

The City’s Code Enforcement Division had an existing contract with a 3rd party company, Pacific Credit Services, to provide collection services for citations issued by Code Enforcement that were unpaid after the payment due date. In 2025 the City changed these services to another 3rd party company, Data Ticket.

The company, Data Ticket, has a different process than Pacific Credit Services regarding accepting payment on behalf of the City and the handling of appeals to citations. The City citations have been modified to align with Data Ticket’s process, but the citation appeal process was different than the existing City ordinance.

The existing City ordinance regarding the payment of citations/civil fines did not include the language for payment information to Data Ticket. The proposed ordinance amendment would specifically include the payment process and method for citizens to reference.

The existing City ordinance regarding appeal time for citations referenced business days and Data Ticket uses calendar days. The proposed ordinance amendment would increase the amount of days a citizen has to appeal a citation, but reference calendar days instead of business days. This proposed amendment would also update the appeal process in regard to submitting appeals, appeal payments, fee waivers and the appeal process. The citation appeal process will still be consistent with State Law.

Anaylsis

Oakley Municipal Code section 1.5.209(a) is being modified to direct a citee to submit their appeal of a citation to the 3rd party collection service, Data Ticket, instead of submitting the appeal directly to the City offices.

Oakley Municipal Code section 1.5.209(b) is being modified from requiring the appeal to be submitted within ten (10) business days of the issuance date of the citation to twenty (20) calendar days. This section has also been modified requiring the citee to submit the appeal online with Data Ticket.



Oakley Municipal Code section 1.5.209(c) is being modified from requiring a hardship waiver of the Advanced Deposit/Bail Fee to be submitted to the City within twenty (20) calendar days of the citation issuance date instead of ten (10) business days, if they cannot pay the fee. This section has also been modified to state the citee can obtain the hardship waiver from Data Ticket and shall submit the completed and signed waiver online to them.

Oakley Municipal Code section 1.5.210(a) is being modified to state that the appeal will be received online through Data Ticket instead of the City Clerk's office.

Oakley Municipal Code section 1.5.210(f) is being modified to state if a citee wants to request a continuance of a hearing they need to submit the request online to Data Ticket at least forty-eight (48) hours prior to the hearing instead of submitting the request to the City Clerk's office at least twenty-four (24) hours prior to the hearing.

Oakley Municipal Code section 1.5.210(g) is being modified to state that the appeal hearings will held via an online meeting style platform that the citee may attend on their own or at the City offices. This section also states they will be able to interact with the hearing officer and see all evidence.

Consistency with the Oakley Strategic Plan 27+

Approval of this modification to this ordinance is consistent with the Oakley Strategic Plan 27+ Community and Economic Development Goal to insure codes are enforced consistently throughout the City, maintaining safe and healthy neighborhoods within the City of Oakley.

Fiscal Impact

Adoption of this ordinance will not result in impacts to the General Fund.

Staff Recommendation

Staff recommends the City Council waive the first reading and introduce the proposed ordinance.

Attachments

1. Proposed Ordinance



ORDINANCE NO. XX-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 _____ day of _____ 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 24, 2026
TO: Joshua McMurray, City Manager
FROM: Derek Cole, City Attorney
SUBJECT: Report Regarding City Council Salaries and Request for Direction, if any, to amend the Oakley Municipal Code Concerning the Same

Approved and
 Forwarded to the
 City Council

Background and Analysis

At the City Council's January 23, 2024 regular meeting, this office introduced an ordinance proposing legislative changes to Oakley Municipal Code ("OMC") 2.1.006—Compensation of City Council. Senate Bill 329 ("SB 329"), which became effective on January 1, 2024, increased the maximum amount of Council salary that can be approved by city ordinance based on different population thresholds.

The ordinance proposed increasing the salary of each member of the Council up to \$1,275 per month (the maximum rate for City populations between 35,001 and 50,000). After deliberation, the Council authorized a salary increase of \$800 per month. The City Council adopted the ordinance reflecting the salary increase at its February 13, 2024 regular meeting. The salary increase took effect beginning in the current Council term that began in December of 2024.

Limitations on Salary Increases

Future automatic increases in salary are not permitted. However, SB 329 allows councilmember salaries to be increased beyond the specified maximums by ordinance or an amendment to an ordinance. The increases shall not exceed the greater of the following:

1. 5 percent *per calendar year since the last adjustment*, which would raise the monthly salary to **\$882**¹; or
2. An amount equal to inflation *since January 1, 2024*, based on the California Consumer Price Index ("CCPI"), which would raise the monthly salary to about **\$848**.²

¹ The effective date of the current salary was determined to be January 2025. Because the salary increase would become effective for the next Council term, beginning in December 2026, two years of 5% adjustments were made to calculate this number.

² This *estimated* amount was determined by a *different* inflation calendar by accessing the United States Bureau of Labor Statistics calculator at https://www.bls.gov/data/inflation_calculator.htm.



When the City Council authorized the salary increase at its January 23, 2024 regular meeting, members indicated a preference for a 5 percent annual adjustment. The purpose of this report is to confirm the Council's desire to amend OMC 2.1.006 with another salary increase, and if so, whether the Council prefers a 5 percent adjustment or an amount equal to inflation since January 1, 2024, based on the CCPI.

Open Session Requirement

If the City Council authorizes an increase in the City Council salary, special procedures apply beyond those that apply to general City ordinances. To comply with SB 329, the City Council must discuss any proposed ordinance, or amendment to an ordinance, to increase compensation in an open session with at least two regular meetings:

1. *First Meeting:* At the first meeting, the City must present the proposed ordinance with findings demonstrating the need for increased compensation.
2. *Second Meeting:* At least seven days after the first meeting, the City Council must hold a second meeting to consider adopting the ordinance.

Consistency with the Oakley Strategic Plan 27+

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

Fiscal Impact

If the City Council authorizes salary increases, there would be additional annual costs associated with councilmember salaries. The potential increases would depend on whether the Council authorizes salary increases and the amount of the increases authorized.

Staff Recommendation

The City Attorney requests that the City Council provide direction as to whether it requests that this office prepare an amendment to OMC 2.1.006—Compensation of City Council. If so, this Office also requests the Council provide direction as to whether it requests a 5 percent annual adjustment or an annual inflation adjustment based on the CCPI.

Inflation was calculated from January 2024 to February 2026 (the last month for which inflation data was available at the time of the calculation). The specific number was \$847.64.



DATE: March 24, 2026
TO: Joshua McMurray, City Manager
FROM: Evan Gorman, Associate Planner

Approved and
Forwarded to the
City Council

SUBJECT: 5801 Bridgehead Road Preliminary General Plan Amendment (PA 2026-001) - Work Session to discuss the merits of a potential project to amend the General Plan Land Use Designation of an approximately 4.31-acre site from Commercial (“CO”) to Light Industrial (“LI”).

Summary

This is a work session on a request by Loewke Planning Associates (“Applicant”) to discuss the merits of a potential project to amend the General Plan Land Use Designation of a 4.31-acre parcel at 5801 Bridgehead Road, from Commercial (“CO”) to Light Industrial (“LI”). The property was previously used as a contractor’s yard. The property owner seeks a change to light industrial to meet perceived demand for those land uses. The parcel is zoned C (General Commercial) District. APN: 051-052-049.

Figure 1 – Project Site



Land Use Background

In California, every property is guided by three interconnected land use frameworks. At the broadest level, the General Plan land use designation establishes a city’s



long-range vision for how land should be used, such as: residential, commercial, industrial, or open space. A property is then assigned a more detailed zoning designation, which regulates specific development standards like building height, setbacks, and permitted uses consistent with the General Plan. Finally, when a business occupies a building, it must also comply with the building occupancy classification under the California Building Code, which ensures that the type of activity inside the structure, whether manufacturing, storage, office, or retail—meets safety and construction requirements. Together, these layers determine not only what can be built on a site, but also how the building can be used once constructed.

Many properties in Oakley were developed under Contra Costa County's General Plan and Zoning requirements before the City's incorporation. When Oakley was incorporated, it established its own General Plan and Zoning Designations. While some matched the previous county designations, others were more visionary, creating situations where properties must either strictly adhere to their existing operations or redevelop. Alternatively, property owners can apply to change their land use designations. The applicant here has submitted this application to publicly discuss this as a future option.

Preliminary General Plan Amendment Process

The process of amending the City of Oakley 2020 General Plan ("General Plan") is subject to California Government Code ("GC") Sections 65350 - 65362, which apply to the preparation, adoption and amending of general plans and general plan elements. The application process for a General Plan Land Use Amendment can come with significant costs when factoring in the Staff time involved in preparing documents, conducting analyses, holding public meetings, hiring consultants for technical and environmental studies and documents, and consulting with outside agencies. Since a General Plan Land Use Amendment is a legislative and discretionary action that sets the tone for all other land use decisions on a property, Staff encourages potential applicants to first file a Preliminary General Plan Amendment, or "PGPA."

The purpose of the PGPA is to allow Staff to provide a brief description of the proposed amendment and provide a concept of the result of the land use change, as submitted by the applicant, to the City Council and Planning Commission. The applicant is provided a chance to present the request and provide additional insight on the background of their request.

EXISTING GENERAL PLAN AND ZONING DESIGNATION

The General Plan Land Use Designation for the project site is Commercial ("CO"). This designation provides for neighborhood, community, and regional-serving retail and service uses; limited office uses; restaurants; service stations; highway-oriented and



visitor-serving commercial and lodging; auto-serving and heavy commercial uses; public and semi-public uses; public gathering facilities, and similar and compatible uses.

The site is zoned C (General Commercial) District. The purpose of the C District is to create and maintain major commercial centers accommodating a broad range of commercial uses of community-wide or regional significance typically found adjacent to or along major travel corridors, such as Main Street, O'Hara Avenue, Laurel Road and Empire Avenue. Typical uses will vary widely in size and purpose and include performance of services, large-scale grocery and convenience stores, professional offices, restaurants, laundry facilities, and other uses of similar character and impacts.

PROPOSED LAND USE DESIGNATION

The General Plan Land Use Designation proposed for discussion by the applicant is Light Industrial (LI) – This designation provides for limited fabrication, manufacturing, processing, packaging and assembling uses; wholesale, distribution, warehousing and storage uses; vehicle and machinery repair; research and development; industrial parks; public/semi-public uses and similar and compatible uses. Heavy industrial uses emit significant amounts of smoke, noise, light and/or pollutants are not allowed. Uses that are incompatible with residential uses due to noise, vibration, or other characteristics are not permitted in locations that may impact existing or future residential development.

The LI General Plan land use designation is intended to implement the corresponding LI zoning district. It is important to note that the LI zoning district permits not only light industrial uses, but also most commercial uses that are allowed in the City's commercial zoning districts, such as the subject property's existing C District designation.

PROJECT SITE

The project site is a 4.31-acre, currently vacant parcel that historically functioned as a contractor's storage yard and was initially developed after 1978. Existing conditions consist primarily of bare soil and a non-potable water well. The site is fully fenced and is accessed from a single driveway connection to Bridgehead Road. Vegetation on-site is limited, with only a few scattered trees. The property is bordered by the Sandy Point Mobile Home Park to the south, State Route 160 to the west, the BNSF railway and a PG&E corporation yard to the north, and vineyards to the east across Bridgehead Road.



Figure 2 – Streetview of Project Site (before it was cleared)



This area of Oakley has been planned primarily for a mix of commercial and industrial uses under the City’s General Plan. Several large parcels north of the railway tracks are designated Light Industrial, largely due to the Oakley Logistics Center. Additional parcels are designated Utilities, and three parcels are designated Business Park. Staff also notes that a separate application has been recently approved to change the General Plan land use designation of the large property east of the project site across Bridgehead Road to Light Industrial.

Figure 3 – Existing and Proposed General Plan Land Use Designations (Red is Commercial, light blue is Light Industrial)



APPLICATION PURPOSE

The applicant indicates that demand for uses consistent with the current General Plan designation has been limited. Accordingly, the applicant is seeking preliminary City input on a potential amendment to a Light Industrial designation as an alternative land use framework for the site.



PLANNING COMMISSION PUBLIC HEARING

On February 3, 2026, a work session on this item was held by the Planning Commission. The role of the Planning Commission was to receive the Staff Report from Staff, in addition to public testimony from the applicant, the public, and any interested parties. Additionally, the Commission was to provide feedback on the preliminary proposal, which would then be passed on to the City Council. The Planning Commission generally expressed support for the land use designation change, with two commissioners clarifying that they'd prefer to see the full application come in with a development proposal and not just a general plan amendment. No residents or other interested parties spoke on the item or provided written comments.

Assessment

Amending the General Plan designation to Light Industrial would make a rezone application to the LI (Light Industrial) District possible, which would then authorize uses permitted in the LI District (Attachment 3), subject to zoning ordinance regulations. The LI District allows a range of uses such as auto repair, contractor yards, warehouses, and light-manufacturing - while more intensive or potentially impactful activities (e.g., storage without retail, large recycling, boat storage, certain marine-related industries, and uses generating notable dust, fumes, noise, vibration, or bright light) may be permitted only with approval of a conditional use permit.

The LI district also permits many of the same uses found in the City's commercial zones. Uses permitted without a conditional use permit in the Retail Business (RB) district can be established in the LI District. While uses currently permitted in the C (General Commercial) District (Attachment 4) are permitted with the approval of a Conditional Use Permit. Any new development, whether commercial or light industrial, would be subject to current code requirements and would involve substantial site improvements. Future development will also receive environmental review in accordance with the California Environmental Quality Act (CEQA).

Consistency with the Oakley Strategic Plan 27+

Holding an advisory work session is consistent with the goals in the section of the Oakley Strategic Plan 27+ entitled, "Community and Economic Development Goal". Reviewing applications for compliance with Oakley's development standards ensures thoughtful growth.

Fiscal Impact

There is no fiscal impact. This is an applicant funded account. All Staff time and City of Oakley generated materials are charged to the account.



Requested City Council Feedback

This is an advisory work session only. There is no process to approve a project because of this work session. The City Council is requested to provide feedback to the applicant on the Preliminary General Plan Amendment. Examples of such feedback may include, but not be limited to, comments on the preliminary land use designation proposed and whether there is interest in considering an application for the requested change.

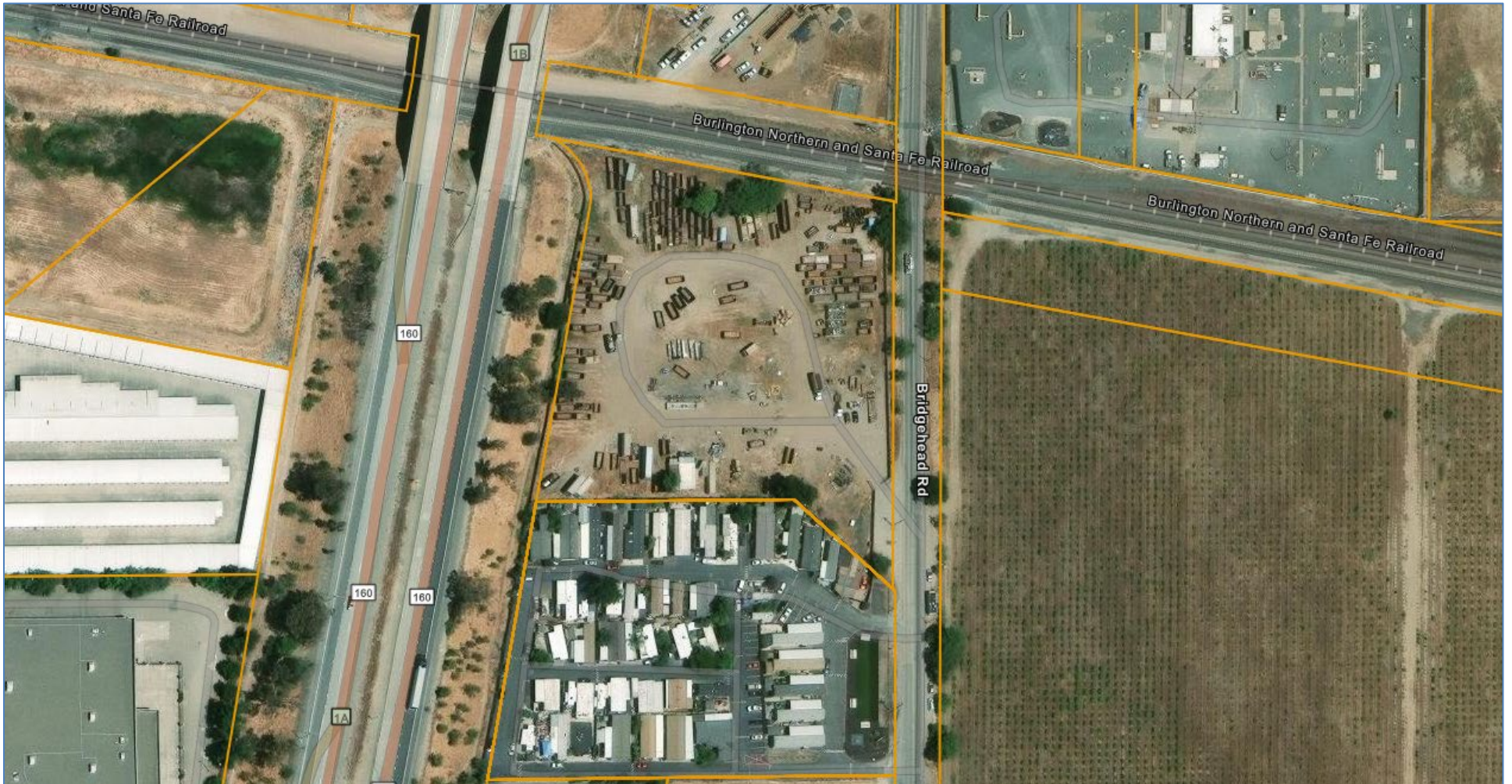
Attachments

1. Vicinity Map
2. Notice of Work Session
3. Uses Permitted in the LI (Light Industrial) District
4. Uses Permitted in C (General Commercial) District
5. Existing and Proposed Land Use Designations



Vicinity Map

5801 Bridgehead Road Preliminary General Plan Amendment (PA 2026-001)
APN: 051-052-049





NOTICE OF WORK SESSION

Notice is hereby given that on **March 24, 2026, at 6:30 p.m.**, or as soon thereafter as the matter may be heard, the City Council of the City of Oakley will hold a Work Session at the Council Chambers located at 3231 Main Street, Oakley, CA 94561 for the purposes of considering the application described below:

Project Name: 5801 Bridgehead Road Preliminary General Plan Amendment (PA 2026-001)

Project Location: 5801 Bridgehead Road, Oakley, CA 94561 APN 051-052-049

Applicant: Mike Loewke, on behalf of Loewke Planning Associates, 11323 Pinevalley Drive, Franktown, CO 80116, Mike@loewkeplanning.com

Request: Work session on a request by Loewke Planning Associates (“Applicant”) to discuss the merits of a potential project to amend the General Plan Land Use Designation of a 4.31 acre parcel at 5801 Bridgehead Road, from Commercial (“CO”) to Light Industrial (“LI”). The property was previously used as a contractor’s yard. The property owner seeks a change to light industrial to meet perceived demand for those land uses. The parcel is zoned C (General Commercial District). APN 051-052-049,

How to Review: The Staff Report and its attachments will be available for public review, on or before **March 19, 2026**, at City Hall, 3231 Main Street, Oakley, CA 94561 or online at www.ci.oakley.ca.us/agendas-minutes-videos-archive/ by navigating to the **March 24, 2026, City Council** agenda and clicking the project title link. Interested persons are invited to submit written comments prior to and may testify at the work session. Written comments may be submitted to Evan Gorman, Associate Planner at the City of Oakley, 3231 Main Street, Oakley, CA 94561 or by email to Gorman@ci.oakley.ca.us.

NOTICE IS ALSO GIVEN pursuant to Government Code Section 65009(b) that, if this matter is subsequently challenged in Court by you or others, you may be limited to raising only those issues you or someone else has raised at a Public Hearing described in this notice or in written correspondence delivered to the City of Oakley City Clerk at, or prior to, the Public Hearing.

Uses Permitted in the LI (Light Industrial) District

b. Permitted Uses. Uses permitted in the L-I district shall be as follows:

1. Auto garage that includes body repair and painting;
2. Building Contractor's Yard;
3. Furniture Manufacturing;
4. Industrial uses which do not necessarily require or use steam generated on the premises as a prime power for the manufacturing process carried on, or extensive loading docks or similar facilities for the receiving or shipment of raw, semi-finished or finished products;
5. Lumber Yard;
6. Pest Control Company;
7. Uses Permitted in Retail Business Districts;
8. Warehouse.

c. Uses Requiring a Conditional Use Permit. In the LI district, the following uses are permitted on the issuance of a conditional use permit:

1. Adult entertainment business shall be conditionally permitted in the Light Industrial zoning district only if location is in full compliance with distance restrictions established herein by Section 6-G-1.4.
2. Commercial Dog Kennel;
3. Industry, Marine-related;
4. Large-scale Boat Storage Facilities;
5. Mini-storage Facility;
6. Recycling – Large Facility;
7. Retail Sales, combined with wholesale facilities;
8. Sheet Metal Shop;

9. Solid Waste Landfill;
10. Solid Waste Transfer Station;
11. Transit-mix Plants;
12. Uses which emit dust, smoke, fumes, noise/vibration, or brilliant light, or are otherwise offensive to the senses or are of a kind of quality that their operation interferes with development or enjoyment of other property in the vicinity; uses included within the meaning of this proviso include, but are not limited to, asphalt plants, food processing plants, wineries, breweries, and other similar uses;
13. Uses Permitted in Agricultural Limited District; and
14. Uses Permitted in General Commercial Districts.

Uses Permitted in C (General Commercial) District

b. Permitted Uses. The following uses, or uses determined to be similar by the Community Development Director, are allowed in the C District:

- 1) Retail stores, including:
 - a) Auto parts;
 - b) Clothing;
 - c) Grocery;
 - d) Household goods;
 - e) Garden nursery;
 - f) Sporting goods; and
 - g) Other similar retail uses;
- 2) Retail sales in conjunction with wholesale activities;
- 3) Indoor recreation and health/fitness clubs;
- 4) Offices (medical, dental, professional);
- 5) Restaurants;
- 6) Hotels/motels;
- 7) Banks, financial institutions;
- 8) Studios, including dance studios, martial arts studios, and other class-oriented training facilities;
- 9) Assembly, public/private with less than one hundred (100) seats;
- 10) Automobile/boat/motorcycle sales with showroom only (new and used);
- 11) Bakery/deli, retail (including cafes and coffee shops);
- 12) Light manufacturing without heavy equipment (PS-1);
- 13) Equipment rental/sales (PS-1);
- 14) Copy and reproduction storefronts;
- 15) Veterinary hospitals;

- 16) Dry cleaner, drop off/pick up only (no onsite cleaning service); and
- 17) Uses permitted in the RB District;
- 18) Low barrier navigation center;
- 19) One hundred percent (100%) affordable housing developments with supportive housing units.

c. Uses Requiring a Conditional Use Permit. In the C District, the following uses are permitted after the issuance of a conditional use permit:

- 1) Assembly, public/private with one hundred (100) or more seats;
- 2) Automobile/boat/motorcycle sales with outside inventory (new and used);
- 3) Bar, lounge, nightclub or restaurant with full bar;
- 4) College campus;
- 5) Community center – Public or private;
- 6) Golf course or range;
- 7) Gun, rifle range;
- 8) Helicopter pad – Emergency;
- 9) Hospitals;
- 10) Recreational vehicle or mobile home sales yard;
- 11) Recreation, outdoor;
- 12) Wine tasting rooms in conjunction with a retail use;
- 13) Boat and recreational vehicle outdoor storage when combined with retail storefronts;
and
- 14) Uses requiring a conditional use permit in the RB District.

d. Accessory/Ancillary Uses. Uses that are permitted when accessory or ancillary to an approved use.

- 1) ATM machines when part of a main building with an established commercial use;
- 2) Recycling – Mobile center (PS-2);
- 3) Recycling – Reverse vending (PS-2);

- 4) Recycling – Small collection facility (PS-2); and
- 5) Temporary sales or construction trailer.

Uses permitted in the Retail Business zone are also permitted in General Commercial

b. Permitted Uses. The following uses, or uses determined to be similar by the Community Development Director, are permitted in the RB district:

1. Accounting and Financial Planning Offices (not including check-cashing business);
2. Antique Store;
3. Architectural And Engineering Offices;
4. Art And Art Supplies Store;
5. Artist's Studio;
6. Automobile Parts Store;
7. Bakery;
8. Banks and Financial Institutions;
9. Barber Or Beauty Shop;
10. Bicycle Shop;
11. Bookstore;
12. Camera Store;
13. Candy, Nut, And Confectionery Stores;
14. Card Shop;
15. Carpet/Drapery Store;
16. Catering Facility;
17. Chiropractic and Acupuncture Offices;
18. Clothing Store;
19. Coffee/Esspresso Shop;
20. Consignment Store;
21. Convenience Market;

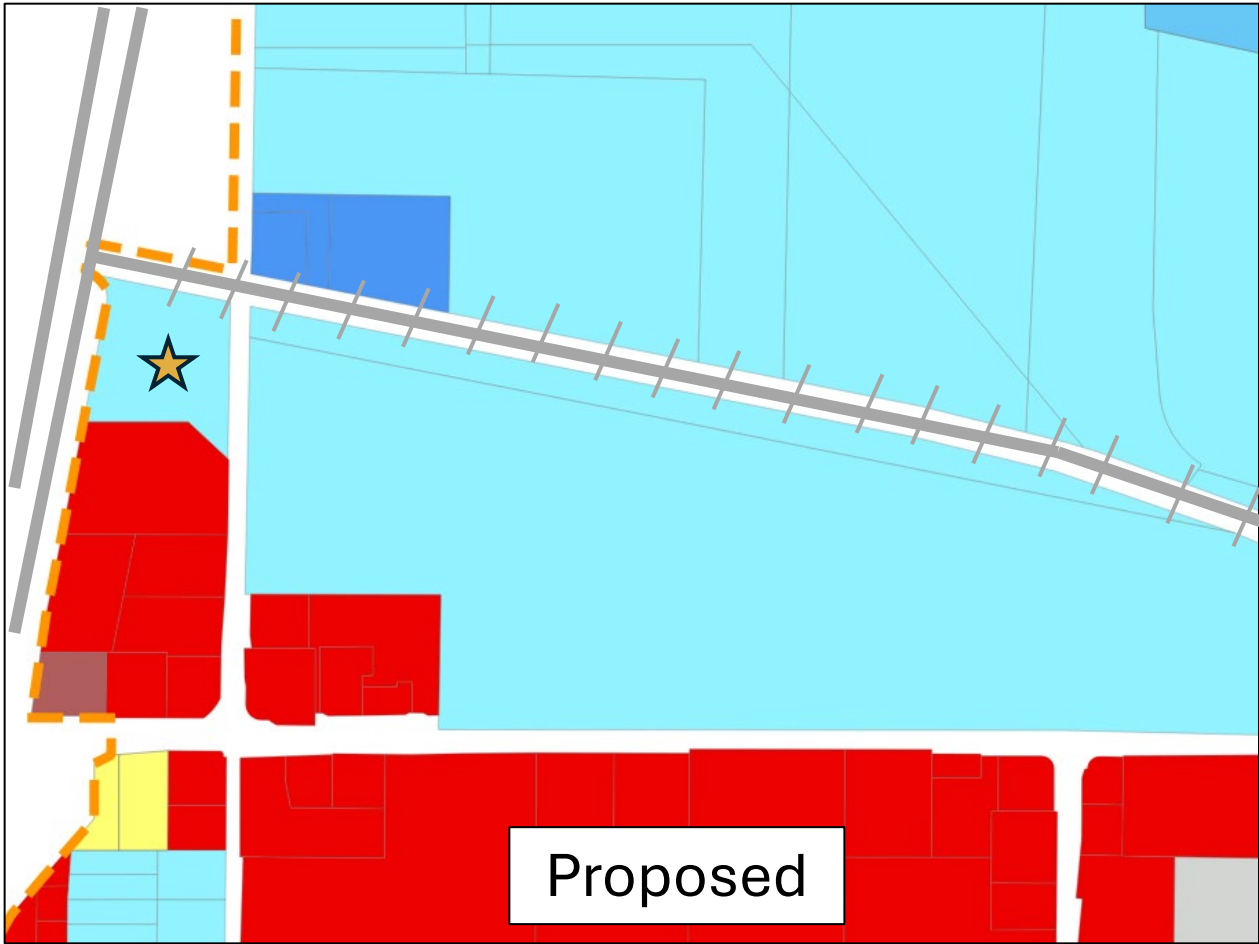
22. Copying Or Reproduction Facility;
23. Dance Studio;
24. Delicatessen;
25. Fabric Store;
26. Floral Shop;
27. Furniture Store;
28. Garden Supplies Store;
29. Gift Shop;
30. Insurance And Real Estate Offices;
31. Jewelry Store;
32. Locksmith Shop;
33. Mailing Or Facsimile Service;
34. Martial Arts Studio;
35. Medical And Dental Offices;
36. Music Studio;
37. Music Store;
38. Nail Salon;
39. Notary Public (with or without formal law offices);
40. Nursery (Horticulture);
41. Paint/wallpaper store;
42. Palm reading service;
43. Parking facilities, (ancillary to a principle use);
44. Pet Store;
45. Photography Studio;
46. Plumbing and heating store;
47. Professional Offices

48. Restaurant;
49. Shoe Repair Shop;
50. Sidewalk Cafe, (including outdoor dining);
51. Small-Appliance Store;
52. Sporting Goods Store;
53. Stationary Store;
54. Suntan Parlor;
55. Supermarket;
56. Tailor/seamstress Shop;
57. Toy Store;
58. Travel and Airline Agency Offices;
59. Video Sales and Rental Store;
60. Low Barrier Navigation Center;
61. One Hundred Percent (100%) Affordable Housing Developments With Supportive Housing Units.

c. Uses Requiring a Conditional Use Permit. In the RB district the following uses are permitted after the issuance of a conditional use permit:

1. Ambulance Service;
2. Animal Grooming Service;
3. Animal Hospital;
4. Appliance Service and repair shop. (Not ancillary to a primary use);
5. Automotive Repair;
6. Banquet Hall;
7. Car Rental Agency;
8. Child Care Center;
9. Drive-thru Restaurants and Services;
10. Dry Cleaner/laundry;

11. Educational facility including small (generally less than 2,000 square feet) designed to augment the learning process of elementary and secondary students;
12. Gasoline Service Station;
13. Health and Fitness Club;
14. Dog Kennel;
15. Hotels and Motels;
16. Liquor Store
17. Mixed Use (multifamily residential in conjunction with commercial)
18. Other retail businesses where the sales, demonstrations, displays, services and other activities, are conducted other than in an enclosed building abutting a residential district;
19. Parking Facilities, (as a principle use);
20. Recycling Small Collection Facility;
21. Recreational Facility;
22. Assembly uses with 100 seats or less.



LEGEND

Oakley City Limit	Residential Low	Business Park
Oakley Sphere of Influence	Residential Low/Medium	Light Industrial
Oakley Planning Area	Residential Medium	Utility Energy
Country Costa County Urban Limit Line	Residential High	Public and Semi-Public
Agriculture	Residential Mobile Home	Delta Recreation
Agricultural Limited	Commercial	Parks and Recreation
Rural Residential	Commercial Downtown	Specific Plan
Residential Very Low	Commercial Recreation	