AGENDA

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

Tuesday, June 09, 2020
6:30 PM
Oakley City Council Chambers, 3231 Main Street, Oakley, CA
BE ADVISED that this meeting will be live-streamed on the City's website at www.oakleyinfo.com, and you may participate via telephone by calling (925) 809-9201 and using Conference ID#: 921207. Due to the order of the County Health Officer, no one will be allowed to attend the meeting in person.
Please call or text (925) 787-8454 with any difficulties with the call-in number or ID.

MISSION STATEMENT: The City of Oakley exists to build and enhance a quality community and to serve the public in a friendly, efficient, responsive manner.

VISION STATEMENT: The City of Oakley will be recognized as a model of civic participation and a vibrant Delta community where families live, work, play, shop and visit.

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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, at the front counter in the Main Lobby of the Oakley City Hall located at 3231 Main Street, Oakley, CA 94561.

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If you have a physically challenging condition and require special accommodations, please call the City Clerk's office at (925) 625-7013.

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.

Members of the public may address the Council on items of interest that are within the City's jurisdiction. Public comment on items not listed on the agenda will be heard under the Public Comments section of the agenda. 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 blue speaker card available in the lobby and submit it to the City Clerk prior to the agenda item being called. The Mayor will call you by name to the podium to hear your comments and you have up to 3 minutes to speak.

1.OPENING MATTERS

Oakley City Council/Oakley City Council Acting as the Successor Agency to the Oakley Redevelopment Agency/Oakley Public Financing Authority

1.1 Call to Order and Roll Call of the Oakley City Council/Oakley City Council Acting as the Successor Agency to the Oakley Redevelopment Agency/Oakley Public Financing Authority

1.2 Pledge of Allegiance to the Flag (Mayor Romick)

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. PUBLIC COMMENTS ARE LIMITED TO THREE (3) MINUTES. In accordance with State Law, however, no action or discussion may take place on any item not appearing on the posted agenda.

3.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. Members of the public should submit any Speaker Cards related to the Consent Calendar in advance of the Consent Calendar being considered.

3.1 Approve Minutes from the Regular Joint City Council/City Council Acting as the Successor Agency to the Redevelopment Agency and Special Meeting of the Public Financing Authority held March 26, 2020 (Libby Vreonis, City Clerk)
Minutes 05-26-20

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

3.3 Authorize the City Manager to Execute an Agreement with Jet Mulch, Inc., to provide Engineered Wood Fiber Playground Chips for Various City Parks and Landscaping Zones on an On-Call Basis from July 1, 2020 through June 30, 2020 (Kevin Rohani, P.E., Public Works Director/City Engineer)
Staff Report
1. Proposal
2. 2020 JetMulch resolution

3.4 Award of Construction Contract to R & R Pacific Construction, Inc. for the construction of FY 2019/20 Street Repair and Resurfacing Project – CIP 237 (Kevin Rohani, P.E., Public Works Director/City Engineer)
Staff Report
1. Resolution
2. Bid Summary

3.5 Award of Construction Contract to Knife River Construction for the construction of the Laurel Road Reconstruction (Mellowood Drive to Main Street) Project, Capital Improvement Project No. 208 (Kevin Rohani, P.E., Public Works Director/City Engineer)
Staff Report
1. Resolution
2. Bid Summary

3.6 Authorize the City Manager to Execute Amendment Number 2 to the Consulting Services Agreement with BKF Engineers, Inc. to provide Construction Support Services for Laurel Road Reconstruction (Mellowood Drive to Main Street) Project - CIP 208 (Kevin Rohani, P.E., City Engineer/Public Works Director)
Staff Report
1. BKF Engineers, Inc. Construction Support Services Proposal
2. Resolution

3.7 Award of Contract with Cummins, Inc. for On-Call Services for the Maintenance and Repair of the City's Emergency Generators for FY 2020/21 and FY 2021/22 (Kevin Rohani, P.E., Public Works Director/City Engineer)

Staff Report
1. Cummins, Inc. Proposal
2. Resolution

3.8 Approval of the Consent Agreement with Contra Costa Water District Regarding The Vines Subdivision 9507 located at 2371 Oakley Road (Kevin Rohani P.E., Public Works Director/City Engineer)
Staff Report
1. Resolution
2. Consent Agreement

3.9 Creating Zone 175 within the Oakley Special Police Tax Area consisting of the 5433 Neroly Road Chevron project (APNs 051-220-052 and 054) (Kevin Rohani, P.E., Public Works Director/City Engineer)
Staff Report
1. Resolution Creating Oakley Special Police Tax Zone 175
Exhibit A-Diagram
2. Ordinance Establishing a Special Tax
Exhibit A-Diagram
Exhibit B – Schedule for Police Service Tax

3.10 Creating Zone 174 within the Oakley Special Police Tax Area consisting of the Oakley Business Center project located at 3807 Main St (APN 035-172-012) (Kevin Rohani, P.E., Public Works Director/City Engineer)
Staff Report
1. Resolution Creating Oakley Special Police Tax Zone 174
Exhibit A-Diagram
2. Ordinance Establishing a Special Tax
Exhibit A - Diagram
Exhibit B – Schedule for Police Service Tax

3.11 Approval of Amended Lease Agreements for Single-Family Dwellings located at 1821 Dutch Slough Road, 5890 Jersey Island Road and 5920 Jersey Road (APN 032-081-019), all in Oakley, California (Bryan Montgomery, City Manager)
Staff Report
1. Aerial photo of the property
2-1. Amended Lease Agreement (1821 Dutch Slough Rd)
2-2. Amended Lease Agreement (5890 Jersey Island Rd)
2-3. Amended Lease Agreement (5920 Jersey Island Rd)

4.PUBLIC HEARINGS

4.1 Continued from May 26 - Approve the Formation of the City of Oakley Community Facilities District No. 2020-1 (Contra Costa Logistics Center), hold a Public Hearing and Special Landowner Election, Declare the Results of the Election and Introduce an Ordinance to Levy a Special Tax for Community Facilities District No. 2020-1 (Contra Costa Logistics Center) (Kevin Rohani, P.E., Public Works Director/City Engineer)

Staff Report
1. Community Facilities District Report with Exhibits
2. Resolution of Formation with Exhibits
3. Resolution the Special Landowner Calling Election with Exhibit
4. Resolution Declaring the Results of Special Landowner Election and Directing Recording of Notice of Special Tax Lien
5. Ordinance Establishing the Levy of the Special Tax

4.2 Public Hearing to Consider Confirming the Diagrams and Assessments and Ordering the Levy and Collection of the Annual Assessments for Fiscal Year 2020-21 for the City of Oakley Street Lighting and Landscape Assessment District No. 1 (Kevin Rohani, P.E., Public Works Director/City Engineer)

Staff Report
1. Resolution confirming the diagrams and assessments and ordering the levy and collection of the annual assessments for FY 2020-21 for the City of Oakley Street Lighting and Landscape Assessment District No. 1.
2. FY 2020-21 Final Engineer's Report

5.REGULAR CALENDAR

5.1 Adopt a Resolution Continuing the Declaration of the Existence of an Emergency Affecting the Public Health and Safety due to the Novel Coronavirus (COVID-19) Pandemic (Bryan Montgomery, City Manager)

Staff Report
1. Resolution

6.REPORTS

6.1 CITY MANAGER
(a) City Manager

6.2 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

7.WORK SESSIONS

8.CLOSED SESSION

8.1 CONFERENCE WITH LABOR NEGOTIATORS-Labor Negotiations with the Oakley Police Officers Association
Pursuant to Government Code Section 54957.6(a)

City Designated Representatives: Bryan Montgomery, City Manager and Nancy Marquez-Suarez, Assistant to the City Manager/Human Resources Manager
Represented Employees: Employees Covered by the Police Officers Association

8.2 CONFERENCE WITH LABOR NEGOTIATORS
Pursuant to Government Code Section 54957.6(a)

City Designated Representatives: Bryan Montgomery, City Manager and Nancy Marquez-Suarez, Assistant to the City Manager/Human Resources Manager

Unrepresented Employees: Records Management Clerk, Receptionists (2), Paralegal/City Clerk, Program Coordinator/Human Resources Technician, Administrative Assistant, Code Enforcement Technician, Building Official, Finance Director, Senior Accountant, Senior Accounting Technician, Accounting Assistants(2), Permit Center Technician/Administrative Assistant, Permit Center Technician, Building Inspector I, Building Inspector II, Code Enforcement Officer (2), Chief of Police, Administrative Assistants (2), Police Services Assistants(8), Police Records Assistant (2), Economic Development Manager, Community Development Director, Principal Planner, Public Works Director/City Engineer, Principal Engineer, Capital Projects Coordinator, Public Works Administrative Specialist, Administrative Assistant/Receptionist, Public Works Inspector II, Streets Maintenance Foreman, Public Works Maintenance Laborer, Recreation Manager/Website Coordinator, Recreation & Events Coordinator, Junior Recreation Leader (4), Senior Recreation Leader, Recreation Aides(4), Parks & Landscape Maintenance Division Manager, Maintenance Foreman, Parks & Landscape Laborer II, Public Works Laborer I,

Tree Maintenance Laborer, Sports Field Maintenance Laborer, Park Monitor, Parks & Landscape Superintendent, Parks & Landscape Crew Leader and Facilities and Maintenance Laborer.

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

9.ADJOURN

Minutes of the Joint Meeting of the Oakley City Council/Oakley City Council Acting as the Successor Agency to the Oakley Redevelopment Agency and Special Meeting of the Oakley Public Financing Authority held May 26, 2020

1) OPENING MATTERS

1.1 Call to Order and Roll Call of the Oakley City Council/Oakley City Council Acting as the Successor Agency to the Oakley Redevelopment Agency/Oakley Public Financing Authority

Mayor Kevin Romick called the meeting to order at 6:47 p.m. The meeting began late due to technical issues. In addition to Mayor Romick, Councilmember Pope was present. Vice Mayor Sue Higgins and Councilmembers Claire Alaura and Michael Krieg joined the meeting remotely via teleconference.

Mayor Romick announced the phone number to call in to the meeting is the same; however, the conference identification number changed. He provided the new conference identification number.

1.2 Pledge of Allegiance to the Flag (Mayor Romick)

Mayor Romick led the Pledge of Allegiance.

1.3 Proclamation Declaring May 17-24 as Special Districts Week

Mayor Romick read the proclamation into the record.

2) PUBLIC COMMENTS

None.

Mayor Romick announced again the phone number to call in to the meeting is the same; however, the conference identification number changed. He provided the new conference identification number.

3) CONSENT CALENDAR

3.1 Approve Minutes of the Regular Joint City Council/City Council Acting as the Successor Agency to the Redevelopment Agency/Public Financing Authority Meeting Held May 12, 2020 (Libby Vreonis, City Clerk)

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

3.3 Award of Contract with Stalls and Stripes, Inc. for On-Call Services for Maintenance and Repair of City Infrastructure for FY 2020/21 and FY 2021/22 (Kevin Rohani, P.E., Public Works Director/City Engineer)

3.4 Award of Contract for Professional Services Agreement for On-Call Stormwater Program and City Surveyor Services with Kennedy and Associates for FY 2020/21 and FY 2021/22 (Kevin Rohani, P.E., Public Works Director/City Engineer)

3.5 Award of Contract to DC Electric Group, Inc. for Traffic Signal and Street Light Maintenance Services for the City of Oakley for FY 2020/21 and FY 2021/22 (Kevin Rohani, P.E., Public Works Director/City Engineer)

3.6 Award of Contract for Professional Services Agreement for On-Call Materials Testing Services with Pavement Engineering, Inc. for FY 2020/21 and FY 2021/22 (Kevin Rohani, P.E., Public Works Director/City Engineer)

There were no public comments submitted for the Consent Calendar.

It was moved by Vice Mayor Higgins and seconded by Councilmember Krieg to approve the Consent Calendar. Motion was unanimous and so ordered. (5-0)

4) PUBLIC HEARINGS

4.1 Approve the Formation of the City of Oakley Community Facilities District No. 2020-1 (Contra Costa Logistics Center), hold a Public Hearing and Special Landowner Election, Declare the Results of the Election and Introduce an Ordinance to Levy a Special Tax for Community Facilities District No. 2020-1 (Contra Costa Logistics Center) (Kevin Rohani, P.E., Public Works Director/City Engineer)

Mayor Romick announced again the phone number to call in to the meeting is the same; however, the conference identification number changed. He provided the new conference identification number.

Mayor Romick announced item 4.1 will be continued to the next City Council meeting to be held June 9, 2020.

It was moved by Councilmember Pope and seconded by Vice Mayor Sue Higgins to continue the item to June 9, 2020. Motion was unanimous and so ordered. (5-0)

5) REGULAR CALENDAR

5.1 Authorize the City Manage to Execute an Agreement to Assign Lease, Assignment of Lease, and Second Amendment to Lease Relating to the Restaurant Building located at 3070 Main Street in Oakley (Dwayne Dalman, Economic Development Manager)

City Manager Bryan Montgomery acknowledged the work everyone contributed to the proposed transaction.

Economic Development Manager Dwayne Dalman presented the staff report.

Kent Ipsen, President of Skipolini's described his interest in the location and mentioned it will be called "Skipolini's Oakley." He shared information regarding the renderings for the planned patio area.

City Attorney Derek Cole mentioned there were a few changes after the staff report was submitted as it was requested that shareholders be added to the verbiage and the exhibit describing the restaurant equipment be revised. He requested if the City Council adopts the agreement, as part of motion, it provide staff the authority to make such modifications.

Vice Mayor Higgins inquired what the projected capacity will be with the new designs.

Mr. Ipsen indicated it will probably be more than the current capacity, but not overly significant.

Councilmember Alaura thanked Mr. Ipsen for his presentation. She commented that the renderings are beautiful, well thought out and planned. She mentioned she understands the proposed arrangement for the initial 28 months. She inquired what has been done in the past for the previous two tenants in relation to the City providing assistance.

City Manager Bryan Montgomery responded that the first tenant paid CAM fees, possessory use tax and Ironhouse Sanitary District (ISD) fees. He explained that after a couple of years, the tenant proposed modifications and the CAM was continued to be paid by the tenant, but the City then paid the possessory use tax and ISD fees. He further explained that the same thing occurred with the second tenant, but the only difference is the CAM fee would be waived for the first 28 months in which it would be paid by the City. He mentioned everyone else in the plaza is paying the CAM fee and Mr. Ipsen has agreed to pay the CAM fee after 28 months.

Councilmember Alaura inquired if the approximate charges are $600/mo for CAM fees, $700/mo for the possessory use tax and $100/mo for ISD.

Mr. Montgomery responded the amounts are roughly correct.

Councilmember Krieg inquired if the transfer of the liquor license would be able to occur before the planned opening.

Mr. Ipsen explained the easiest process is to transfer the existing license and he doesn’t anticipate it being an issue with an early fall opening.

Councilmember Pope inquired how common the terms contained in the agreement are in commercial leasing.

Mr. Montgomery responded that an assignment of lease is common; the landlord wants the building occupied, and it is often standard for an assignment of lease to include a right to eventually purchase.

Councilmember Pope clarified that he is referring to the financials, specifically the 28 months of forgiveness.

Mr. Montgomery responded that the ISD fees run with land and the property owner typically pays it, and property tax is typically paid by the owner but in a lease situation, it is a possessory

use tax that is applied and paid by the City. He explained the waiver of fees is for 28 months and equates to approximately $150k, but the investment the owner is making is $750k.

Mr. Dalman explained it is common for a property owner to negotiate with a tenant for the amount of rent to be charged with a large tenant improvement build out. He mentioned there is some adjustment in rent for a period of time. He further explained in regard to market rent that there are not many 5,000 square foot restaurants available, and the proposed rent is not far off for something of its size.

George Fuller provided a public comment. He mentioned the lease for Black Bear Diner is approximately $19k/mo and Mr. Pickles' rent is $1,550/mo. He commented that both restaurants have been devastated and the City bringing in a successful competitor with allowances is an unfair business practice and places the businesses in a squeeze.

Mr. Montgomery mentioned Black Bear does not pay rent to the City any longer; the building was sold; however Mr. Pickles is a tenant.

Mr. Fuller commented that the current tenant likely pays high rent to the current owner if it was previously $19k/mo.

Mayor Romick thanked Mr. Fuller for his comments.

Vice Mayor Higgins mentioned she received messages that people were unable to hear the staff report and cannot hear what is happening unless people are speaking into the microphone.

Mr. Montgomery mentioned Mr. Dalman presented what Skipolini's is planning to do with the design of the building and the staff report is available online which provides more detail. He explained that Mr. Dalman did not provide a detailed summary; he referred to what is online and City Attorney Derek Cole presented minor changes to the agreement.

Vice Mayor Higgins commented that Sabrina's Pizza reached out to her to inquire if there is a limit on how many pizza places a City can have. She mentioned Oakley has a number of taco places. She explained this is an awesome opportunity for Oakley, but she also sees it as a double-edged sword.

Mr. Montgomery responded that there are a number of dentists, hair salons, pizza places, taco places and other businesses in Oakley. He explained that is a property is zoned commercial, the City doesn't have a lot of control over what goes in, except tobacco or alcohol retailers.

Councilmember Alaura commented that she understands the ISD and possessory use tax customarily runs with the land and she feels comfortable with allowing those two; however, the CAM fees are only $600/mo. and she doesn't feel that is a stretch for any business that is already well established. She recommended Skipolini's pay the CAM fees. She explained that they are already getting a great deal of $1 /mo. rent for 28 months. She mentioned the clause regarding Skipolini's having the option to decide on the tenant in the space where Mr. Pickles currently resides should not be in there. She commented that the City is the owner of the building and would welcome their input as well as public input and if Skipolini's eventually buys the building, then they can decide.

Mr. Montgomery explained that an exclusivity term is not uncommon. He mentioned La Costa as an example; it wanted to make sure there wouldn't be another taqueria in the same plaza. He

mentioned Skipolini's just wanted to make sure another pizza place, a competitior, will not go in to degrade the value of their investment. He commented that this is not an exclusivity term, but does allow them input.

Councilmember Alaura commented that it reads that the City will obtain the consent of Skipolini's. She commented that it should not be written that way if that is not the intent.

City Attorney Derek Cole explained that his interpretation of the language is that the lessor shall obtain the consent of the lessee and the lessee will not unreasonably deny consent; Skipolini's would have to have a bona fide reason that the neighboring space will have a detrimental impact on their business to deny consent.

Councilmember Krieg commented he is in agreement with Vice Mayro Higgins; it is regrettable that Skipolini's will impact other businesses, but this is how capitalism works. He mentioned he is a fan of Skipolini's, it is welcoming to families which is suitable for Oakley. He mentioned he wants to make sure everyone understands that Buon Appetitio is not going to reopen so rather than having it vacant, it is best to move forward with Skipolini's proposal.

Councilmember Pope commented that this is a unique time with the Coronavirus and the City also has history with this property; both tenants had difficulty. He asked if any other business would take a risk on it. He mentioned he can see with the unemployment rate and the difficulty businesses are having right now that it could be vacant for some time. He expressed he is excited Skipolini's is coming as he has enjoyed its' other locations. He shared that detractors he has heard are that there are a number of competing pizza restaurants. He commented that there are also a number of competing storage centers in Oakley and they still attract customers; there is enough market share for customers. He mentioned businesses can create an unfair advantage through different economic incentives. He mentioned there may be a hiccup with the language about Skipolini's approval of Mr. Pickles; there were discussions about Skipolini's kicking them out and that is not the case so he is okay with it. He commented that $140k would be forgiven, but inquired if the $600-$700k of tenant improvements would stay with the building as an investment.

Mr. Montgomery responded that the infrastructure would stay with building, but things like tables and chairs would not.

Councilmember Pope commented that the City is getting a windfall. He expressed he would like to see Skipolini's eventually purchase the property and have the City get out of the business of commercial real estate.

Mayor Romick commented that the City is coming out of a unique situation with COVID-19 with uncertainty what businesses will be able to reopen 6 months from now and when masks can be removed. He explained that in light of that, Skipolini's is willing to invest $700k into the Oakley community and take a risk which is very unique and desperately needed to draw more attention to Oakley's Downtown. He commented that Skipolini's will provide that draw because of its reputation which will then attract more businesses here. He mentioned this is a partner the City needs.

It was moved by Councilmember Pope and seconded by Councilmember Krieg to approve item 5.1, providing the City Attorney to have authority to make minor corrections that he mentioned. Motion was unanimous and so ordered. (5-0)

Mayor Romick announced again the phone number to call in to the meeting is the same; however, the conference identification number changed. He provided the new conference identification number.

6) REPORTS

6.1 CITY MANAGER
(a) City Manager

City Manager Bryan Montgomery reported that City Hall has been closed and staff has been working remotely or using accruals. He shared that most of staff will be coming in June 1 and they have been working on an operational plan to bring more staff back into the building. He mentioned moving forward, most meetings will be held remotely with the public and some remote work may continue for employees with children at home.

6.2 OAKLEY CITY COUNCIL/OAKLEY CITY COUNCIL ACTING AS THE SUCCESSOR AGENCY TO THE OAKLEY REDEVELOPMENT AGENCY

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

Vice Mayor Higgins commented that MCE just had its 10 year anniversary. She thanked Mayor Romick for his Memorial address. She reported she attended an Antioch Rivertown Lions/VFW 6435 Memorial service in Antioch where 700 lunches were prepared, some of which were delivered to Oakley seniors.

Councilmember Alaura reported she attended a Zoom meeting hosted by Supervisor Burgis regarding the U.S. Census. She shared that the Census deadline has been delayed until October 31 due to COVID-19, door knocking will begin August 14, and she wants to ramp up efforts to have people participate She mentioned that 69.3% of residents have participated in Antioch, but 100% is Oakley's goal. She shared that cities have implemented various ideas for community engagement in the Census, i.e., in Walnut Creek, banners have been installed within the city and in Pinole, information has been included in its newsletter, an essay contest has been held for kids, and an email tag has been placed on staff's email so residents can click on it for the Census. She mentioned these are just some ideas and non-profits have approached her regarding outreach. She invited Gabriela Banos, Program Coordinator for You, Me, We=Oakley!, to share more about Oakley's efforts.

Ms. Banos shared that she and Lourdes Lozano have calendared every community event to conduct outreach for the Census, but with COVID-19, they have had to re-strategize their approach for outreach, switching from hand-delivered flyers to virtual flyers. She mentioned they were able to attend five events prior to the shelter-in-place, but are now doing a lot of work online through social media posts in English and Spanish, Oakley Outreach, the Recreation Guide and on the marquee. She mentioned there is a campaign on social media in which they are preparing video from various community stakeholders regarding the importance of the Census; the first video was posted 2-3 hours ago on Facebook and Twitter. She explained that if people hear the message from others that they have relationships with, they are more likely to participate so she encouraged everyone to please share the video with their contacts. She mentioned they are working with clergy, non-profits, school districts, Police and Recreation to

get the message out through their contacts and they are receiving good feedback from these partners. She shared that Oakley's numbers have increased 6.8% increase in one month so they feel they are making good progress. She welcomed any ideas.

Councilmember Krieg reported he attended the Zoom meeting Delta Protection Commission meeting last Thursday in which the primary agenda item was an update from California Fish and Wildlife regarding the Frank's Tract project which includes dredging the Tract and taking the dredge material to improve habitat to reduce salinity. He mentioned the Commission is uncertain when in person meetings will occur, but he hopes it will be this year.

Mayor Romick reported he attended a Contra Costa Transportation Authority meeting last Wednesday and the discussion was regarding its revenue stream. He explained that there is a 1/2 cent sales tax for large transportation projects and with an expected severe reduction in sales tax, they must consider which projects and programs can continue.

(b) Requests for Future Agendas

None.

Mayor Romick announced again the phone number to call in to the meeting is the same; however, the conference identification number changed. He provided the new conference identification number.

7) WORK SESSIONS

7.1 Fiscal Year 2020/2021 Budget Workshop (Bryan Montgomery, City Manager, Nancy Marquez-Suarez, Assistant to the City Manager, Tim Przybyla, Finance Director & Kevin Rohani, P.E., Public Works Director/City Engineer)
(a) General Fund Overview and Resident Satisfaction Survey Results
(b) FY 20-21 Tentative Budget

City Manager Bryan Montgomery expressed that this is a unique time and circumstance to determine the current budget and its future outlook. He mentioned he doesn't expect any dramatic changes to services, but staff can only continue what it has been doing.

Assistant to City Manager Nancy Suarez Marquez provided information regarding citizen survey results; the survey was provided by mail and online. She reported that the focus areas show public safety and transportation are of interest.

Vice Mayor Higgins suggested using East County Today as a platform for future surveys because it has a large reader base.

Mrs. Marquez responded that staff can take her suggestion into consideration. She mentioned some residents are already receiving information from East County today, but the bulk were non-affiliated or Next Door groups.

Finance Director Tim Przybyla presented a report on the tentative budget for the upcoming fiscal year. He reported that the preliminary budget is structurally balanced; however, the impact of COVID-19 will provide less capital improvement projects. He mentioned revenues are projected about $1.4 million less than 19/20 revenues and total expenditures will be down $2.8

million from the current fiscal year. He explained that the impact of COVID-19 is not as severe as in some other cities because Oakley is not dependent on sales tax as other cities are; it is more dependent on property tax. He mentioned gas tax and SB revenue is expected to be down due to less purchase of gas. He concluded that the City's overall operational budget is consistent with less revenue for capital improvement projects and reserves. He mentioned he anticipates minor revisions to the budget before the City Council's final approval.

Mayor Romick summarized the budget explaining that it is the same this year as last year; there are no layoffs or decreases in service.

Mr. Montgomery explained that he is not criticizing other cities, but Oakley has handled things differently; as revenues went up, other cities matched expenditures in a good economy; Oakley only raised expenditures slightly on capital improvement projects so Oakley is able to handle the impact. He mentioned Oakley won't have to cut staff unless the City Council directs them to.

Vice Mayor Higgins inquired if more sidewalk can be added to Vintage Parkway in route from Main Street over the railroad tracks.

Mr. Montgomery responded that Mr. Rohani will address her question in his report.

Councilmember Alaura thanked Mr. Przybyla for a thorough report.

Councilmember Krieg commented it is an encouraging report given the situation of the economy.

Councilmember Pope supports the reasoning behind the budget and that staff is not creating ongoing costs. He commented that staff is doing a good job.

Kevin Rohani presented the capital improvement project overview for the next fiscal year. He explained it addresses the needs of the community and the reality of the impact of the current situation. He mentioned a better infrastructure provides better quality of life for residents and improved the economic vitality of the business community. He shared that the City has had good fortune over the last few months to develop four major projects in the current fiscal year. He shared that Vintage Parkway will be resurfaced, restriped and resigned from Main Street to Big Break Road. In response to Councilmember Higgins' inquiry, he explained that some areas of Vintage Parkway have sidewalk on one side of the road. He mentioned there are some areas of that neighborhood which are controlled by the HOA and the City doesn't put infrastructure in those areas, but pedestrians can safely walk from Main Street to Big Break Road. He mentioned the intersection of Main Street and O'Hara Avenue project will begin soon and staff opened bids on the Laurel Road widening project last week. He mentioned that project will come to the City Council on June 9 for the award of contract. He mentioned the street repair and resurfacing project will also come to the City Council on June 9 which includes the Summer Lake neighborhood resurfacing and major work on the Fall Lane neighborhood. He mentioned in the upcoming fiscal year, the train platform station has been a slow process to work with partners, but they are getting traction; the design compliments the platform and they will build infrastructure to connect to O'Hara and Main and to connect to Norcross. He explained they will finish design and processing to construct it in fiscal year 21-22. He mentioned another project is installing restroom facilities at Holly Creek Park. He also mentioned the street repair and resurfacing project for fiscal year 20-21. He shared that Oakley has one of the highest PCI for streets in the area, 70% PCI, which means the streets are in very good condition. Another project he shared is a bridge at West Cypress Road crossing the Contra Costa Canal which by

a CalTrans report requires repair for structure deficiency; it needs to be replaced. He commented that they will begin design in fiscal year 20-21, but it will take many years to replace due to right of wsay acquisitions and funding. He mentioned staff has applied for funding through CalTrans. He shared that on the East Cypress corridor, traffic increases and development occurs and developers build frontage improvements, but the intersection at East Cypress and Knightsen will be improved with a signal. He shared that O'Hara to Laurel carries thousands of vehicles which has taken a toll on the street; therefore, they will design resurfacing in fiscal year 20-21 and do the actual resurfacing in fiscal year 21-22. He acknowledged the work of the Finance Department on the budget during this time.

Vice Mayor Higgins inquired if the Laurel Road improvement project from Mellowood to Main will be brought to the City Council on June 9.

Mr. Rohani confirmed the award of contract will be brought to the City Council June 9 and they plan for construction to begin after the 4th of July holiday.

Vice Mayor Higgins thanked Mr. Rohani for his report and commented it was very thorough.

Councilmember Alaura thanked Mr. Rohani for a thorough report and for prioritizing projects.

Councilmember Krieg commented it was an impressive and thorough report.

Mayor Romick inquired if the bridge Mr. Rohani referred to that needs to be replaced is on West Cypress, west of Rose Avenue where the De Anza trail ends.

Mr. Rohani confirmed the location is correct and the bridge will be widened.

Mayor Romick thanked him for his report and for a job well done.

George Fuller commented regarding the survey report that the community wants basic services increased such as Police and perhaps code enforcement has become too lean and mean. He thanked staff for the projects at Rose and Laurel from Mellowood to Main. He commented City Hall is becoming like socialism. He explained Black Bear is the capitalist and City government is using its resources to move in competition in. He added that other business won’t come in if the City continues to do this. He recommended the space stay vacant and the City should let the market take care of it. He expressed that no cuts are good.

Mr. Montgomery explained there is another month to finalize the budget if the City Council would like to advise staff if revisions are needed. He commented that staff will let the City Council know if the impacts of COVID-19 will be greater.

Mayor Romick announced the Closed Session items.

8) CLOSED SESSION

8.1 CONFERENCE WITH LABOR NEGOTIATORS-Labor Negotiations with the Oakley Police Officers Association
Pursuant to Government Code Section 54957.6(a)

City Designated Representatives: Bryan Montgomery, City Manager and Nancy Marquez-Suarez, Assistant to the City Manager/Human Resources Manager
Represented Employees: Employees Covered by the Police Officers Association

8.2 CONFERENCE WITH LABOR NEGOTIATORS
Pursuant to Government Code Section 54957.6(a)

City Designated Representatives: Bryan Montgomery, City Manager and Nancy Marquez-Suarez, Assistant to the City Manager/Human Resources Manager

Unrepresented Employees: Records Management Clerk, Receptionists (2), Paralegal/City Clerk, Program Coordinator/Human Resources Technician, Administrative Assistant, Code Enforcement Technician, Building Official, Finance Director, Senior Accountant, Senior Accounting Technician, Accounting Assistants(2), Permit Center Technician/Administrative Assistant, Permit Center Technician, Building Inspector I, Building Inspector II, Code Enforcement Officer (2), Chief of Police, Administrative Assistants (2), Police Services Assistants(8), Police Records Assistant (2), Economic Development Manager, Community Development Director, Principal Planner, Public Works Director/City Engineer, Principal Engineer, Capital Projects Coordinator, Public Works Administrative Specialist, Administrative Assistant/Receptionist, Public Works Inspector II, Streets Maintenance Foreman, Public Works Maintenance Laborer, Recreation Manager/Website Coordinator, Recreation & Events Coordinator, Junior Recreation Leader (4), Senior Recreation Leader, Recreation Aides(4), Parks & Landscape Maintenance Division Manager, Maintenance Foreman, Parks & Landscape Laborer II, Public Works Laborer I, Tree Maintenance Laborer, Sports Field Maintenance Laborer, Park Monitor, Parks & Landscape Superintendent, Parks & Landscape Crew Leader and Facilities and Maintenance Laborer.

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

There was no reportable action.

9) ADJOURN

There being no further business, the meeting was adjourned at 9:15 p.m.

Respectively Submitted,

Libby Vreonis
City Clerk

OAKLEY
CALIFORNIA

MEMORANDUM

Office of the City Attorney

Date: May 29, 2020

To: Mayor and Members of City Council

Cc: Bryan Montgomery, City Manager

From: Derek P. Cole, City Attorney

Subject: Closed Session Report-Out Memo

FOR CONSIDERATION AT THE CITY COUNCIL MEETING OF JUNE 9, 2020

Background and Analysis

The City Council considered the following closed session items at its meeting held May 26, 2020:

I. CONFERENCE WITH LABOR NEGOTIATORS-Labor Negotiations with the Oakley Police Officers Association
Pursuant to Government Code Section 54957.6(a)

City Designated Representatives: Bryan Montgomery, City Manager and Nancy Marquez-Suarez, Assistant to the City Manager/Human Resources Manager

Represented Employees: Employees Covered by the Police Officers Association

II. CONFERENCE WITH LABOR NEGOTIATORS
Pursuant to Government Code Section 54957.6(a)

City Designated Representatives: Bryan Montgomery, City Manager and Nancy Marquez-Suarez, Assistant to the City Manager/Human Resources Manager

Unrepresented Employees: Records Management Clerk, Receptionists (2), Paralegal/City Clerk, Program Coordinator/Human Resources Technician, Administrative Assistant, Code Enforcement Technician, Building Official, Finance Director, Senior Accountant, Senior Accounting Technician, Accounting Assistants(2), Permit Center Technician/Administrative Assistant, Permit Center Technician, Building Inspector I, Building Inspector II, Code Enforcement Officer (2), Chief of Police, Administrative Assistants (2), Police Services Assistants(8), Police Records Assistant (2), Economic Development Manager, Community Development Director, Principal Planner, Public Works Director/City Engineer, Principal Engineer, Capital Projects Coordinator, Public Works Administrative Specialist, Administrative

Assistant/Receptionist, Public Works Inspector II, Streets Maintenance Foreman, Public Works Maintenance Laborer, Recreation Manager/Website Coordinator, Recreation & Events Coordinator, Junior Recreation Leader (4), Senior Recreation Leader, Recreation Aides(4), Parks & Landscape Maintenance Division Manager, Maintenance Foreman, Parks & Landscape Laborer II, Public Works Laborer I, Tree Maintenance Laborer, Sports Field Maintenance Laborer, Park Monitor, Parks & Landscape Superintendent, Parks & Landscape Crew Leader and Facilities and Maintenance Laborer.

Fiscal Impact

None.

Recommendation

Receive and file this report.

Attachments

None.

OAKLEY
CALIFORNIA

STAFF REPORT

DATE: June 9, 2020

TO: Bryan Montgomery, City Manager *Approved and Forwarded to the City Council*

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

SUBJECT: Award of Contract with Jet Mulch, Inc. for On-Call services related to furnishing Park Playground and Landscaped Areas with Blown-In Wood Chips for FY 2020/21 and FY 2021/22

Background and Analysis

The City of Oakley has limited in-house resources to be able to address all of the on-going maintenance needs of the public infrastructure and facilities in the community. Outside contractors have been used to supplement City staff in performing maintenance activities. The various types of public works maintenance activities that the City needs for outside contractor resources generally are: major street repair, crack filling of streets, storm drain pipe repair and rehabilitation, ditch cleaning, large scale brush removal from open ditches and drainage basins, striping of streets and parking lots, guard rail repair, and installation of wood chips at various playgrounds.

With the geographic location of Oakley in the far eastern region of Contra Costa County, there are limited contractors available to perform various maintenance services for agencies. Due to this contactor's familiarity with the City's operations and the high demand on City staff, the Public Works Department did not feel that it was feasible or would be fruitful to complete the formal bidding process for this contract.

Jet Mulch, Inc. has been furnishing and installing wood chips at various park playgrounds and landscaping zones for the past several years. They have performed well and have accommodated the City's service requests professionally. This company is the only one that provides blown-in applications of wood chips which does not require staff or contractors to install the product, which saves on time and cost to the City of Oakley.

Staff is recommending that the City Council authorize the City Manager to execute the agreement with Jet Mulch, Inc. for furnishing and installing wood chips at park playgrounds and landscaped areas for FY 2020/21 and FY 2021/22, for a not to exceed amount of $150,000 for each fiscal year.

Fiscal Impact

The proposed work will be paid for from the various park and landscape maintenance zone funds.

Staff Recommendation

Staff recommends that the City Council adopt the Resolution approving the agreement with Jet Mulch, Inc. and authorizes the City Manager to execute the agreement.

Attachments

1) Proposal
2) Resolution

JET MULCH

License #C27-800650
DGS SBE #4245
DIR #1000006584

JOB DESCRIPTION

JetMulch, Inc. has been around for two decades delivering and pneumatically installing organic landscape materials. The majority of the business involves in delivering and installing organic products for the Landscape and construction industry.

Our customers' projects range in size from Caltrans Highway projects, to elementary school playground boxes and include City Parks, Landscape Contractors' maintenance projects and new construction for commercial, residential, public and private projects. The following are our types of Mulch:

Jet Blend, Playground-Premium Wood Chips, Redwood Chip/Nugget, Gorilla Mulch, Colored Chip Reddish Brown/Mahogany/Black, Black Gorilla Mulch, Walk On Bark, Mini Fir Bark and Small Fir Bark, Compost, Light Weight Soil, Rounded Pea Gravel, and Pumice Rock.

How it works: We blow material from our blower trucks spraying every corner beautifully with hoses.

SERVICES

***Decorative landscape Mulch *Soil Amendment**
***Erosion Control *Lightweight Soils**



Engineered Wood Fiber for Playgrounds

Playground chips are made from 100% virgin Wood. Our playground chips are considered one of the safest wood products available for the playground environment because it contains no recycled content which may include metal or toxic residues. Meets ADA, ASTM, and CPSC playground surfacing standards and complies with all relevant ASTM standards: F1292 for impact absorption, F2075 for material purity, and F1951 for wheelchair access.

It is recommended that there is a containment border of at least twelve inches to allow for a safe depth of Engineered Wood Fiber. The subgrade should allow for adequate drainage from the playground box.

P.O. Box 1667 Capitola, CA 95010 Phone 866.306.8524 Fax 831-462-2126
www.jetmulch.com info@jetmulch.com

PRICE LIST

Updated 6/1/12

JET MULCH Inc.

- **Price includes blown-in installation**
- Call for a quote on projects larger than 50 cubic yards.
- **Contractor pricing available!**
- *Contact your local rockery for Playground projects under 10 cubic yards or Mulch projects under 20 cubic yards*

MULCH – FREE DELIVERY on truckloads of 50 Cubic Yards or more installed on standard site types in standard Bay Area locations.

Jet Blend	$39.95 /Cubic Yard (delivered & blown-in)
Playground - Wood Fiber	$44.95 /Cubic Yard " "
Playground – Premium Wood Chips	$44.95 /Cubic Yard " "
Redwood Chip	$49.95 /Cubic Yard " "
Gorilla Mulch	$49.95 /Cubic Yard " "
Colored Chip/ProChip Reddish Brown/Mahogany	$49.95 /Cubic Yard " "
Colored Chip -Black	$49.95 /Cubic Yard " "
Black Gorilla Mulch	$54.95 /Cubic Yard " "
Walk On Bark	$59.95 /Cubic Yard " "
Mini Fir Bark	$69.95 /Cubic Yard " "
Small Fir Bark	$69.95 /Cubic Yard " "

SOIL AMENDMENTS – Prices based on a truckload of 50 Cubic Yard quantities installed on standard site types and standard Bay Area locations.

Nitrolized Sawdust	$39.95 /Cubic Yard (delivered & blown-in)
Compost/Humus Blend	$44.95 /Cubic Yard " "
Planter Mix	$89.95 /Cubic Yard " "

EWF 10-19 cy : $150.00

*** SMALL LOAD SET UP FEE:**
Less than 20 Cubic Yards: $120.00
20 to 29 Cubic Yards: $100
30 to 39 Cubic Yards: $75.00
40 to 50 Cubic Yards: $50.00

**** DELIVERY CHARGES:**
For orders under 50 Cubic yards or
Over 50 Miles from Sunol, CA 94586
Rate is $3.50 per mile

***** NON-STANDARD SITES:**
A standard site is one level area with easy access in normal traffic areas.
Minimum of $10.00 per cubic yard added for non-standard sites.
- Steep Slopes • Many Delicate Plants • Multiple Areas
- Hose distances greater than 150 feet from safe truck parking

RESOLUTION NO. -20

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OAKLEY APPROVING THE AGREEMENT WITH JET MULCH, INC. FOR AN ON-CALL PARK PLAYGROUND AND LANDSCAPING BLOWN-IN WOOD CHIP SERVICE FOR FY 2020/21 AND FY 2021/22

WHEREAS, City of Oakley is responsible for safe maintenance of all City park playgrounds and landscaping areas based on State regulations; and

WHEREAS, Jet Mulch, Inc. has been performing placement of wood chips at various park playgrounds and landscaping areas for the past several years for the City of Oakley; and

WHEREAS, Staff recommends executing the contract with Jet Mulch, Inc. for FY 2020/21 and FY 2021/22 for furnishing and installing wood chips at park playgrounds and public landscaped areas; and

NOW, THEREFORE, BE IT RESOLVED AND ORDERED, by the City Council of the City of Oakley that the agreement with Jet Mulch, Inc. is hereby approved and the City Council Authorizes the City Manager to execute an agreement in an amount not to exceed $150,000 annually for each FY 2020/21 and FY 2021/22. The proposal is hereto attached as Exhibit A.

BE IT FURTHER RESOLVED AND ORDERED, if at the end of the term the services have been performed satisfactorily the City Manager has the discretion to approve an extension of the agreement to June 30, 2024 under the same terms as the original agreement.

PASSED AND ADOPTED by the City Council of the City of Oakley at a meeting held on the 9th of June, 2020 by the following vote:

AYES:
NOES:
ABSENT:
ABSTENTIONS:

APPROVED:

_____
Kevin Romick, Mayor

ATTEST:

_____
Libby Vreonis, City Clerk

_____
Date

OAKLEY
CALIFORNIA

STAFF REPORT

DATE: June 9, 2020

TO: Bryan Montgomery, City Manager *Approved and Forwarded to the City Council*

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

SUBJECT: Award of Construction Contract to R & R Pacific Construction, Inc. for the construction of FY 2019/20 Street Repair and Resurfacing Project – CIP 237

Background and Analysis

The City's adopted FY 2019/20 Capital Improvement Program (CIP) Budget designates funding for various infrastructure repair and replacement projects. This is consistent with the City's goals to improve the quality of the City's public infrastructure and to enhance the quality of life for our residents.

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. The final stage of this project will be placement of new striping and pavement markings.

CIP 237 is focused on the residential streets in the community. This project will include street repair and resurfacing in the Summer Lake Neighborhood south of East Cypress Road, and the Fall Lane Neighborhood between Mellowood Drive and Main Street. This project compliments the street resurfacing work that has been taking place over the years on the arterial and collector roads in the community. All of these projects not only improve the quality of the streets in the community, but also enhance the quality of life for the residents.

City staff strategically designs and constructs capital projects to take advantage of the seasons and bidding climates. This year in middle of the COVID-19 pandemic the contractors are eagerly looking for work and we have been able to get very competitive and favorable bids on City's projects. Staff will continue to work on implementing the Capital projects for the City of Oakley as effectively as possible, taking economic trends into consideration in executing the bidding and construction of projects in Oakley.

On May 19, 2020 a total of three (3) bids were received and R&R Pacific Construction, Inc. was the lowest bidder for the project at a cost of $955,313.68. The construction of this project is scheduled to take place during the summer months, with the goal to coordinate the work while schools are closed to minimize any traffic disruptions and inconveniences to the public during the construction.

Fiscal Impact

The FY 2019/20 CIP Budget for this project was $900,000 from Gas Tax and General capital Project Funds. This budget has been supplemented by a $850,000 community benefit contribution from a private development project which brought the overall project budget to $1,750,000.

Staff Recommendation

Staff recommends that the City Council adopt the resolution approving staff to process a construction agreement with R&R Pacific Construction, Inc. for an amount not to exceed $955,313.68 and authorizing the City Manager to execute said agreement.

Additionally, due to variables associated with construction projects and to address unforeseen circumstances during the course of construction; staff further recommends that the City Council authorize staff to execute future change orders to the construction contract as necessary, in an amount not to exceed $150,000 for work beyond what is defined in the project proposal.

Attachments

1. Resolution
2. Bid Summary

RESOLUTION NO. __-20

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OAKLEY APPROVING AN AGREEMENT WITH R&R PACIFIC CONSTRUCTION, INC. FOR THE CONSTRUCTION OF THE FY 2019/20 STREET REPAIR AND RESURFACING PROJECT – CIP 237

WHEREAS, Pavement Engineering Inc. prepared the plans, specifications, and estimates for the construction of the FY 2019/20 – Street Repair and Resurfacing project – CIP 237, which will include rehabilitative and preventative maintenance on the public street network through a series of dig-outs, crack sealing, and pavement overlay, and;

WHEREAS, the plans, specifications and special provisions were publicly advertised for bidding, with the bid period closing at 2:00 P.M. on Tuesday, May 19, 2020; and

WHEREAS, three (3) bids were received prior to the close of the bidding process; and

WHEREAS, R&R Pacific Construction, Inc. submitted the lowest responsible bid for a total cost of $955,313.68; and

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Oakley that the Construction Agreement with R&R Pacific Construction, Inc. for the construction of the FY 2019/20 Street Repair and Resurfacing Project - CIP 237, for an amount not to exceed $955,313.68 is approved, and the City Manager is authorized to execute said Agreement, and the City Manager is authorized to any change orders in an amount not to exceed $150,000 as necessary.

PASSED AND ADOPTED by the City Council of the City of Oakley at a meeting held on the 9th of June, 2020 by the following vote:

AYES:
NOES:
ABSENT:
ABSTENTIONS:

APPROVED:

_____
Kevin Romick, Mayor

ATTEST:

_____ _____
Libby Vreonis, City Clerk Date

City of Oakley Public Works Department
FY 2019/20 Street Repair and Resurfacing Project #237
Certified Bid Tabulation Bid opening: May 19 2020 at 2:00 P.M. at the Civic Center

				Engineers Estimate		R&R Pacific Construction 433 Second St., STE 103 Woodland, Ca 95695		Ghilotti Bros. Inc. 525 Jacoby St. San Rafael, Ca 94901		Granite Rock Company 5225 Hellyer Ave., Ste 220 San Jose, Ca 95138	
Item No.	*Description*	*Quantity*	*Unit*	*Unit Price*	*Item Cost*	*Unit Price*	*Item Cost*	*Unit Price*	*Item Cost*	*Unit Price*	*Item Cost*
1	Mobilization, Bonds & Insurance	1	LS	$35,089.01	$35,089.01	55,000.00	55,000.00	67,000.00	67,000.00	43,000.00	43,000.00
2	Traffic Control & Construction Area Signs	1	LS	$48,122.07	$48,122.07	35,000.00	35,000.00	68,000.00	68,000.00	61,000.00	61,000.00
3	Water Pollution Control Program	1	LS	$7,017.80	$7,017.80	5,500.00	5,500.00	15,000.00	15,000.00	52,000.00	52,000.00
4	Crack Seal & Slurry Seal (Type II w/Black Rock)	1,377,268	SF	$0.40	$550,907.20	0.26	358,089.68	0.32	440,725.76	0.33	454,498.44
5	3/8" RHMA-G Thin Maintenance Overlay	819	TN	$150.00	$122,895.00	200.00	163,860.00	278.00	227,765.40	200.00	163,860.00
6	Remove & Replace 4" HMA	22,071	SF	$6.00	$132,426.00	5.00	110,355.00	5.50	121,390.50	6.50	143,461.50
7	6" Deep Lift Stabilization (Allowance)	1,104	SF	$12.00	$13,248.00	12.50	13,800.00	30.00	33,120.00	16.50	18,216.00
8	Keycut A (1-1/4")	4,596	LF	$4.00	$18,384.00	2.50	11,490.00	3.80	17,464.80	3.50	16,086.00
9	Keycut B (1-1/4")	96	LF	$8.00	$768.00	13.00	1,248.00	46.00	4,416.00	55.00	5,280.00
10	Cold Plane HMA Flush (with Gutter Lip)	182	LF	$5.00	$910.00	9.00	1,638.00	18.00	3,276.00	33.00	6,006.00
11	Remove & Replace PCC Curb & Gutter	23	LF	$90.00	$2,070.00	65.00	1,495.00	320.00	7,360.00	215.00	4,945.00
12	Remove & Replace PCC Driveway	90	SF	$40.00	$3,600.00	25.00	2,250.00	112.00	10,080.00	100.00	9,000.00
13	Remove & Replace PCC Sidewalk	72	SF	$20.00	$1,440.00	15.00	1,080.00	121.00	8,712.00	95.00	6,840.00
14	Prune & Remove Tree Roots (Under PCC/HMA Repairs)	5	EA	$500.00	$2,500.00	850.00	4,250.00	2,600.00	13,000.00	675.00	3,375.00
15	Install Root Barrier	1	EA	$500.00	$500.00	1,850.00	1,850.00	2,200.00	2,200.00	1,950.00	1,950.00
16	Lower Sewer Cleanout Cover	1	EA	$300.00	$300.00	450.00	450.00	600.00	600.00	600.00	600.00
17	Lower Sewer Manhole Cover	1	EA	$500.00	$500.00	450.00	450.00	600.00	600.00	600.00	600.00
18	Lower Survey Monument Cover	3	EA	$300.00	$900.00	250.00	750.00	400.00	1,200.00	400.00	1,200.00
19	Lower Water Valve Cover	1	EA	$300.00	$300.00	250.00	250.00	400.00	400.00	400.00	400.00
20	Adjust Sewer Cleanout Cover to Finish Grade	1	EA	$500.00	$500.00	550.00	550.00	800.00	800.00	800.00	800.00
21	Adjust Sewer Manhole Cover to Finish Grade	9	EA	$800.00	$7,200.00	950.00	8,550.00	800.00	7,200.00	800.00	7,200.00
22	Adjust Storm Drain Manhole Cover to Finish Grade	2	EA	$800.00	$1,600.00	950.00	1,900.00	800.00	1,600.00	800.00	1,600.00
23	Adjust Survey Monument Cover to Finish Grade	15	EA	$500.00	$7,500.00	650.00	9,750.00	600.00	9,000.00	600.00	9,000.00
24	Adjust Water Valve Cover to Finish Grade	18	EA	$500.00	$9,000.00	650.00	11,700.00	600.00	10,800.00	600.00	10,800.00
25	Install Blue RPM at Fire Hydrant	106	EA	$20.00	$2,120.00	20.00	2,120.00	10.00	1,060.00	18.00	1,908.00
26	12" White Crosswalk/Limit Line (Thermo)	4,851	LF	$4.00	$19,404.00	8.50	41,233.50	4.00	19,404.00	8.00	38,808.00
27	12" Yellow Crosswalk/Limit Line (Thermo)	560	LF	$6.00	$3,360.00	8.50	4,760.00	4.00	2,240.00	8.00	4,480.00
28	24" White Crosswalk Line (Thermo)	720	SF	$8.00	$5,760.00	8.50	6,120.00	4.00	2,880.00	8.00	5,760.00
29	24" Yellow Crosswalk Line (Thermo)	900	SF	$12.00	$10,800.00	8.50	7,650.00	4.00	3,600.00	8.00	7,200.00
30	Yield Markings	72	SF	$8.00	$576.00	8.50	612.00	4.00	288.00	8.00	576.00
31	Stripping Detail #2 (Thermo & Markers)	928	LF	$2.00	$1,856.00	1.50	1,392.00	0.75	696.00	1.50	1,392.00
32	Stripping Detail #22 (Thermo & Markers)	10,984	LF	$2.00	$21,968.00	3.25	35,698.00	2.50	27,460.00	3.15	34,599.60
33	Stripping Detail #39 (Thermo)	10,608	LF	$2.00	$21,216.00	1.50	15,912.00	1.10	11,668.80	1.50	15,912.00
34	Stripping Detail #39A (Thermo)	1,680	LF	$2.00	$3,360.00	1.50	2,520.00	0.75	1,260.00	1.50	2,520.00
35	Type IV (L or R) Arrow (Thermo)	3	EA	$150.00	$450.00	138.00	414.00	60.00	180.00	120.00	360.00
36	Bike Lane Arrow (Thermo)	19	EA	$150.00	$2,850.00	64.00	1,216.00	35.00	665.00	56.00	1,064.00
37	Pavement Marking "AHEAD" Legend (Thermo)	9	EA	$150.00	$1,350.00	285.00	2,565.00	100.00	900.00	248.00	2,232.00
38	Pavement Marking "BIKE" Legend (Thermo)	19	EA	$150.00	$2,850.00	47.00	893.00	45.00	855.00	41.00	779.00
39	Pavement Marking "CLEAR" Legend (Thermo)	6	EA	$150.00	$900.00	285.00	1,710.00	88.00	528.00	248.00	1,488.00
40	Pavement Marking "KEEP" Legend (Thermo)	6	EA	$150.00	$900.00	200.00	1,200.00	88.00	528.00	177.00	1,062.00
41	Pavement Marking "LANE" Legend (Thermo)	19	EA	$150.00	$2,850.00	55.00	1,045.00	88.00	1,672.00	48.00	912.00
42	Pavement Marking "MPH" Legend (Thermo)	2	EA	$150.00	$300.00	230.00	460.00	75.00	150.00	200.00	400.00
43	Pavement Marking "PED" Legend (Thermo)	6	EA	$150.00	$900.00	165.00	990.00	75.00	450.00	144.00	864.00
44	Pavement Marking "SIGNAL" Legend (Thermo)	1	EA	$150.00	$150.00	194.00	194.00	110.00	110.00	256.00	256.00
45	Pavement Marking "SLOW" Legend (Thermo)	2	EA	$150.00	$300.00	220.00	440.00	88.00	176.00	192.00	384.00
46	Pavement Marking "STOP" Legend (Thermo)	79	EA	$150.00	$11,850.00	177.00	13,983.00	88.00	6,952.00	176.00	13,904.00
47	Pavement Marking "XING" Legend (Thermo)	6	EA	$150.00	$900.00	193.00	1,158.00	88.00	528.00	168.00	1,008.00
48	Pavement Marking "10" Legend (Thermo)	2	EA	$150.00	$300.00	230.00	460.00	2.00	4.00	200.00	400.00
49	Pavement Marking "25" Legend (Thermo)	3	EA	$150.00	$450.00	230.00	690.00	3.00	9.00	200.00	600.00
50	Red Curb Paint	150	LF	$5.00	$750.00	2.25	337.50	2.50	375.00	2.00	300.00
51	Install Roadside Sign and Post	13	EA	$250.00	$3,250.00	425.00	5,525.00	250.00	3,250.00	400.00	5,200.00
52	Install Roadside Sign	5	EA	$200.00	$1,000.00	230.00	1,150.00	150.00	750.00	200.00	1,000.00
53	Install Pedestrian Barricade	2	EA	$500.00	$1,000.00	575.00	1,150.00	850.00	1,700.00	550.00	1,100.00
54	Remove Roadside Sign and Post	3	EA	$125.00	$375.00	57.50	172.50	100.00	300.00	50.00	150.00
55	Remove Roadside Sign	10	EA	$100.00	$1,000.00	28.75	287.50	35.00	350.00	25.00	250.00
					1,092,772.09		**955,313.68**		1,155,961.26		1,159,586.54

This certifies that all bids were received and opened on May 19, 2020, and that this is a copy of the bid tabulation with bids corrected for errors in addition and multiplication. By:

REGISTERED PROFESSIONAL ENGINEER
KOUROSH ROHANI
No. 17[illegible]
EXPIRES 6-9-21
CIVIL
STATE OF CALIFORNIA

OAKLEY
CALIFORNIA

STAFF REPORT

DATE: June 9, 2020

TO: Bryan Montgomery, City Manager *Approved and Forwarded to the City Council*

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

SUBJECT: Award of Construction Contract to Knife River Construction for the construction of the Laurel Road Reconstruction (Mellowood Drive to Main Street) Project, Capital Improvement Project No. 208

Background and Analysis

The City's adopted FY 2019/20 Capital Improvement Program (CIP) Budget designates funding for various infrastructure repair and replacement projects. This is consistent with the City's goals to improve the quality of the City's public infrastructure and to enhance the quality of life for our residents.

Laurel Road is a major arterial street in Oakley and a key component of the City's transportation network, in addition to being the only direct connector to Highway 4. The improvements and widening of Laurel Road are a priority for the City of Oakley.

The section of Laurel Road from Mellowood Drive to Main Street needs reconstruction and widening as a result of the major Sierra-Crete contamination of the roadway base. As a result of the existence of Sierra-Crete, it has caused the failure of the roadway base which has created a chronic and costly maintenance problem for the City which is not sustainable.

This scope of this project will involve the excavation and removal of all failed roadway base material that contains Sierra-Crete, the widening of the north side of Laurel Road, the modification and rehabilitation of the traffic signal at the intersection of Laurel Road and Main Street, the removal and replacement of all damaged curb, gutter, and sidewalks and the construction of new landscaping, irrigation, and streetlights.

On May 21, 2020, seven (7) total bids were received for this project. Staff reviewed the bids and determined that Knife River Construction was the lowest responsible bidder for the project at a cost of $2,725,469.00.

The construction of this project is anticipated to start in early July and be completed by the end of October.

Fiscal Impact
The FY 2019/20 budget has allocated funding from Traffic Impact Fee (TIF) Funds for this project which will fully fund this construction project.

Staff Recommendation
Staff recommends that the City Council adopt the resolution approving the construction agreement with Knife River Construction for an amount not to exceed $2,725,469.00, and authorizing the City Manager to execute said agreement.

Additionally, due to variables associated with construction projects, and to address unforeseen circumstances during the course of construction; staff further recommends that the City Council authorize staff to execute future change orders to the construction contract as necessary in an amount not to exceed $270,000 for work beyond what is defined in the base project bid.

Attachments
1) Resolution
2) Bid Summary

RESOLUTION NO. __-20

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OAKLEY APPROVING AN AGREEMENT WITH KNIFE RIVER CONSTRUCTION FOR THE CONSTRUCTION OF CIP NO. 208 – LAUREL ROAD RECONSTRUCTION (MELLOWOOD DRIVE TO MAIN STREET) PROJECT

WHEREAS, BKF Engineers, Inc. prepared the plans, specifications, and estimates for CIP No. 208 Laurel Road Reconstruction (Mellowood Drive to Main Street) Project; and

WHEREAS, the plans, specifications and special provisions were publicly advertised for bidding, with the bid period closing at 2:00 P.M. on Thursday, May 21, 2020; and

WHEREAS, seven (7) total qualified bids were received prior to the close of the bidding process; and

WHEREAS, Knife River Construction submitted the lowest responsible bid for a total cost of $2,725,469 for the work, the bid summary is attached as Exhibit A; and

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Oakley that the Agreement with Knife River Construction for the Laurel Road Reconstruction (Mellowood Drive to Main Street) Project – CIP 208, for an amount not to exceed $2,725,469 is approved, and the City Manager is hereby authorized to execute said Agreement and change orders in an amount not to exceed $270,000 as necessary.

PASSED AND ADOPTED by the City Council of the City of Oakley at a meeting held on the 9th of June, 2020 by the following vote:

AYES:
NOES:
ABSENT:
ABSTENTIONS:

APPROVED:

_____
Kevin Romick, Mayor

ATTEST:

_____ _____
Libby Vreonis, City Clerk Date

City of Oakley Public Works Department
Laurel Road Widening Project (Mellowood Drive to Main Street) CIP #208
Certified Bid Tabulation Bid opening: May 21, 2020 at 2:00 P.M. at the Civic Center

				Engineers Estimate		McGuire and Hester, Inc. 2810 Harbor Bay Parkway Alameda, CA 94502		Ghilotti Bros. Inc. 525 Jacoby Street San Rafael, CA 94901		R&R Pacific Construction, Inc. 433 2nd Street, Suite 103 Woodland, CA 95695		Granite Rock Company 5225 Hellyer Avenue, Ste 220 San Jose, CA 95138		Teichert Construction 400 Sunrise Avenue Roseville, CA 95660		Knife River Construction P.O. Box 6099 Stockton, CA 95206		De Silva Gates Construction 11555 Dublin Boulevard Dublin, CA 95660	
Item No.	*Description*	*Quantity*	*Unit*	*Unit Price*	*Item Cost*	*Unit Price*	*Item Cost*	*Unit Price*	*Item Cost*	*Unit Price*	*Item Cost*	*Unit Price*	*Item Cost*	*Unit Price*	*Item Cost*	*Unit Price*	*Item Cost*	*Unit Price*	*Item Cost*
1	Mobilization, Bonds & Insurance	1	LS	300,000.00	$300,000.00	316,000.00	316,000.00	170,000.00	170,000.00	280,800.00	280,800.00	230,000.00	230,000.00	310,000.00	310,000.00	143,000.00	143,000.00	312,000.00	312,000.00
2	Traffic Control & Construction Area Signs	1	LS	90,000.00	$90,000.00	205,800.00	205,800.00	90,000.00	90,000.00	185,000.00	185,000.00	80,000.00	80,000.00	298,200.00	298,200.00	109,000.00	109,000.00	100,000.00	100,000.00
3	Remove Trees and Tree Stumps	1	LS	10,000.00	$10,000.00	1,900.00	1,900.00	7,000.00	7,000.00	10,815.75	10,815.75	12,000.00	12,000.00	9,000.00	9,000.00	8,700.00	8,700.00	25,000.00	25,000.00
4	Storm Water Pollution Prevention Plan (SWPPP)	1	LS	5,000.00	$5,000.00	2,100.00	2,100.00	3,300.00	3,300.00	3,500.00	3,500.00	2,500.00	2,500.00	3,500.00	3,500.00	13,350.00	13,350.00	2,000.00	2,000.00
5	Storm Water Pollution Control Implementation	1	LS	15,000.00	$15,000.00	4,000.00	4,000.00	10,000.00	10,000.00	12,500.00	12,500.00	22,000.00	22,000.00	20,000.00	20,000.00	42,000.00	42,000.00	69,738.00	69,738.00
6	Remove Curb	2,320	LF	20.00	$46,400.00	3.00	6,960.00	9.50	22,040.00	7.00	16,240.00	5.00	11,600.00	11.00	25,520.00	4.50	10,440.00	5.00	11,600.00
7	Remove Curb and Gutter	575	LF	25.00	$14,375.00	4.00	2,300.00	17.75	10,206.25	7.00	4,025.00	16.50	9,487.50	15.00	8,625.00	20.00	11,500.00	5.00	2,875.00
8	Remove Concrete Sidewalk	4,000	SF	15.00	$60,000.00	1.00	4,000.00	3.00	12,000.00	1.50	6,000.00	7.00	28,000.00	1.50	6,000.00	6.40	25,600.00	5.00	20,000.00
9	Remove Median Paving	5,450	SF	15.00	$81,750.00	1.30	7,085.00	4.00	21,800.00	2.50	13,625.00	5.00	27,250.00	1.50	8,175.00	5.20	28,340.00	5.00	27,250.00
10	Remove HMA Dike	1,740	LF	15.00	$26,100.00	1.00	1,740.00	6.00	10,440.00	7.00	12,180.00	2.00	3,480.00	1.00	1,740.00	4.75	8,265.00	5.00	8,700.00
11	Relocate Sign	1	EA	1,000.00	$1,000.00	265.00	265.00	250.00	250.00	287.50	287.50	250.00	250.00	250.00	250.00	270.00	270.00	500.00	500.00
12	Orange Construction Fence	470	LF	5.00	$2,350.00	6.00	2,820.00	5.00	2,350.00	5.50	2,585.00	13.00	6,110.00	6.00	2,820.00	3.00	1,410.00	5.00	2,350.00
13	HMA (Type A)	2,820	TON	160.00	$451,200.00	93.00	262,260.00	130.00	366,600.00	115.00	324,300.00	130.00	366,600.00	90.00	253,800.00	85.00	239,700.00	110.00	310,200.00
14	HMA Dike	710	LF	15.00	$10,650.00	10.00	7,100.00	19.00	13,490.00	29.00	20,590.00	6.55	4,650.50	10.00	7,100.00	11.00	7,810.00	10.00	7,100.00
15	RHMA-G	1,620	TON	175.00	$283,500.00	127.00	205,740.00	192.00	311,040.00	175.00	283,500.00	190.00	307,800.00	130.00	210,600.00	103.00	166,860.00	150.00	243,000.00
16	Paving Mat	4,000	SY	4.50	$18,000.00	3.00	12,000.00	2.40	9,600.00	2.50	10,000.00	2.21	8,840.00	3.00	12,000.00	2.50	10,000.00	2.50	10,000.00
17	2" AC Grind	6,320	SY	20.00	$126,400.00	3.00	18,960.00	3.50	22,120.00	8.00	50,560.00	4.75	30,020.00	4.00	25,280.00	2.95	18,644.00	5.00	31,600.00
18	Conform Grind	670	LF	20.00	$13,400.00	2.00	1,340.00	20.00	13,400.00	15.00	10,050.00	7.75	5,192.50	8.00	5,360.00	4.80	3,216.00	5.00	3,350.00
19	4" Base Repair	2,618	SF	5.00	$13,090.00	6.00	15,708.00	5.00	13,090.00	5.50	14,399.00	15.50	40,579.00	10.00	26,180.00	8.00	20,944.00	20.00	52,360.00
20	City Standard Sidewalk	8,040	SF	12.00	$96,480.00	13.00	104,520.00	15.00	120,600.00	8.50	68,340.00	15.75	126,630.00	11.00	88,440.00	6.50	52,260.00	12.00	96,480.00
21	PCC Maintenance Band	1,875	SF	13.00	$24,375.00	22.00	41,250.00	25.00	46,875.00	12.00	22,500.00	22.25	41,718.75	21.00	39,375.00	6.00	11,250.00	15.00	28,125.00
22	Stamped Concrete (For color and stamping ONLY)	1,875	SF	4.00	$7,500.00	6.00	11,250.00	5.50	10,312.50	8.00	15,000.00	5.95	11,156.25	8.00	15,000.00	6.00	11,250.00	6.00	11,250.00
23	City Standard Curb and Gutter	1,600	LF	40.00	$64,000.00	39.00	62,400.00	55.00	88,000.00	32.00	51,200.00	54.00	86,400.00	33.00	52,800.00	40.50	64,800.00	45.00	72,000.00
24	City Standard Vertical Curb	2,300	LF	30.00	$69,000.00	32.00	73,600.00	31.00	71,300.00	28.00	64,400.00	32.50	74,750.00	30.00	69,000.00	22.00	50,600.00	35.00	80,500.00
25	City Standard Driveway	310	SF	18.00	$5,580.00	20.00	6,200.00	18.00	5,580.00	12.00	3,720.00	17.50	5,425.00	18.00	5,580.00	17.00	5,270.00	20.00	6,200.00
26	Curb Ramp (Case A)	5	EA	4,000.00	$20,000.00	4,900.00	24,500.00	4,300.00	21,500.00	3,500.00	17,500.00	2,200.00	11,000.00	7,000.00	35,000.00	3,250.00	16,250.00	2,500.00	12,500.00
27	Curb Ramp (Case C)	1	EA	4,500.00	$4,500.00	5,000.00	5,000.00	4,300.00	4,300.00	2,500.00	2,500.00	2,750.00	2,750.00	8,500.00	8,500.00	3,250.00	3,250.00	2,500.00	2,500.00
28	Retaining Curb	140	LF	125.00	$17,500.00	225.00	31,500.00	180.00	25,200.00	350.00	49,000.00	255.00	35,700.00	170.00	23,800.00	88.50	12,390.00	300.00	42,000.00
29	Aggregate Base CL-2	3,210	CY	75.00	$240,750.00	54.00	173,340.00	82.00	263,220.00	68.00	218,280.00	87.00	279,270.00	77.00	247,170.00	87.00	279,270.00	70.00	224,700.00
30	Roadway Excavation	4,255	CY	90.00	$382,950.00	30.00	127,650.00	34.00	144,670.00	45.00	191,475.00	85.00	361,675.00	55.00	234,025.00	46.00	195,730.00	50.00	212,750.00
31	Common Excavation	2,200	CY	70.00	$154,000.00	30.00	66,000.00	30.00	66,000.00	42.00	92,400.00	38.00	83,600.00	50.00	110,000.00	26.00	57,200.00	50.00	110,000.00
32	Common Backfill	10	CY	50.00	$500.00	28.00	280.00	100.00	1,000.00	30.00	300.00	325.00	3,250.00	45.00	450.00	1,230.00	12,300.00	100.00	1,000.00
33	Adjust Utility Structures to Grade	5	EA	400.00	$2,000.00	1,500.00	7,500.00	155.63	778.15	950.00	4,750.00	1,200.00	6,000.00	4,000.00	20,000.00	1,000.00	5,000.00	2,800.00	14,000.00
34	Adjust DWD Structures to Grade	14	EA	250.00	$3,500.00	1,500.00	21,000.00	1,100.00	15,400.00	850.00	11,900.00	1,100.00	15,400.00	1,000.00	14,000.00	1,000.00	14,000.00	1,250.00	17,500.00
35	Adjust ISD Structures to Grade	5	EA	500.00	$2,500.00	1,500.00	7,500.00	1,650.00	8,250.00	850.00	4,250.00	1,300.00	6,500.00	1,200.00	6,000.00	1,000.00	5,000.00	2,800.00	14,000.00
36	Traffic Rated Box	3	EA	1,000.00	$3,000.00	2,400.00	7,200.00	2,250.00	6,750.00	1,250.00	3,750.00	2,250.00	6,750.00	5,000.00	15,000.00	2,500.00	7,500.00	2,000.00	6,000.00
37	Reconstruct Monument	1	EA	2,500.00	$2,500.00	1,400.00	1,400.00	4,400.00	4,400.00	1,500.00	1,500.00	1,000.00	1,000.00	3,000.00	3,000.00	725.00	725.00	2,000.00	2,000.00
38	1" Water Meter (DWD-Revocable)	1	EA	2,500.00	$2,500.00	33,600.00	33,600.00	1,250.00	1,250.00	4,500.00	4,500.00	3,900.00	3,900.00	1,300.00	1,300.00	1,200.00	1,200.00	5,000.00	5,000.00
39	Slurry Cap	1	LS	2,000.00	$2,000.00	3,900.00	3,900.00	56,000.00	56,000.00	5,000.00	5,000.00	72.50	72.50	3,500.00	3,500.00	6,200.00	6,200.00	10,000.00	10,000.00
40	City Standard Inlet	6	EA	6,000.00	$36,000.00	6,200.00	37,200.00	8,500.00	51,000.00	6,750.00	40,500.00	8,150.00	48,900.00	5,300.00	31,800.00	3,600.00	21,600.00	7,500.00	45,000.00
41	Modified G2 Inlet	1	EA	10,000.00	$10,000.00	19,600.00	19,600.00	20,000.00	20,000.00	5,500.00	5,500.00	27,000.00	27,000.00	23,000.00	23,000.00	11,000.00	11,000.00	6,000.00	6,000.00
42	Cap Inlet	1	EA	4,000.00	$4,000.00	2,370.00	2,370.00	1,650.00	1,650.00	1,500.00	1,500.00	5,000.00	5,000.00	650.00	650.00	2,600.00	2,600.00	4,000.00	4,000.00
43	Storm Drain Manhole	4	EA	8,000.00	$32,000.00	27,600.00	110,400.00	17,500.00	70,000.00	6,500.00	26,000.00	12,500.00	50,000.00	5,500.00	22,000.00	11,250.00	45,000.00	7,500.00	30,000.00
44	12" HDPE SD Pipe	195	LF	170.00	$33,150.00	141.00	27,495.00	115.00	22,425.00	150.00	29,250.00	250.00	48,750.00	120.00	23,400.00	275.00	53,625.00	400.00	78,000.00
45	Reconstruct Storm Drain Manhole	3	EA	3,000.00	$9,000.00	27,800.00	83,400.00	2,000.00	6,000.00	5,500.00	16,500.00	4,750.00	14,250.00	1,600.00	4,800.00	1,800.00	5,400.00	4,000.00	12,000.00
46	Signing and Striping	1	LS	45,000.00	$45,000.00	28,800.00	28,800.00	27,000.00	27,000.00	39,903.50	39,903.50	27,185.00	27,185.00	28,000.00	28,000.00	30,500.00	30,500.00	25,000.00	25,000.00
47	Remove Traffic Striping and Markings and Prepare Lead Compliance Plan	1	LS	11,000.00	$11,000.00	11,500.00	11,500.00	10,000.00	10,000.00	11,907.50	11,907.50	10,825.00	10,825.00	11,000.00	11,000.00	12,000.00	12,000.00	10,000.00	10,000.00
48	Lighting and Electrical Systems	1	LS	165,000.00	$165,000.00	144,400.00	144,400.00	98,600.00	98,600.00	12,887.50	12,887.50	136,087.00	136,087.00	105,000.00	105,000.00	115,000.00	115,000.00	100,000.00	100,000.00
49	Traffic Signal Systems	1	LS	150,000.00	$150,000.00	100,400.00	100,400.00	131,000.00	131,000.00	139,683.50	139,683.50	94,635.00	94,635.00	130,000.00	130,000.00	142,000.00	142,000.00	125,000.00	125,000.00
50	Landscape Planting	1	LS	297,000.00	$297,000.00	284,600.00	284,600.00	188,500.00	188,500.00	239,811.00	239,811.00	208,000.00	208,000.00	216,000.00	216,000.00	244,000.00	244,000.00	200,000.00	200,000.00
51	Irrigation	1	LS	180,000.00	$180,000.00	278,000.00	278,000.00	243,000.00	243,000.00	240,870.30	240,870.30	239,850.00	239,850.00	245,000.00	245,000.00	245,250.00	245,250.00	225,000.00	225,000.00
52	Bioretention Area	1	LS	150,000.00	$150,000.00	135,500.00	135,500.00	110,000.00	110,000.00	57,056.00	57,056.00	102,000.00	102,000.00	90,000.00	90,000.00	117,000.00	117,000.00	60,000.00	60,000.00
					$3,795,500.00		3,151,333.00		3,049,286.90		2,954,591.55		3,371,789.00		3,156,740.00		2,725,469.00		3,128,128.00

This certifies that all bids were received and opened on May 21, 2020, and that this is a copy of the bid tabulation with bids corrected for errors in addition and multiplication. By:

REGISTERED PROFESSIONAL ENGINEER
KOUROSH ROHANIMANESH
NO. 73138
EXPIRES 9-21
CIVIL
STATE OF CALIFORNIA

OAKLEY
CALIFORNIA

STAFF REPORT

DATE: June 9, 2020

TO: Bryan Montgomery, City Manager *Approved and Forwarded to the City Council*

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

SUBJECT: Authorize the City Manager to Execute Amendment Number 2 to the Consulting Services Agreement with BKF Engineers, Inc. to provide Construction Support Services for Laurel Road Reconstruction (Mellowood Drive to Main Street) Project - CIP 208

Background and Analysis

The City's adopted FY 2019/20 Capital Improvement Program (CIP) Budget designates funding for various infrastructure repair and replacement projects. This is consistent with the City's goals to improve the quality of the City's public infrastructure and to enhance the quality of life for the community residents.

Laurel Road is a major arterial street in Oakley and a key component of the City's transportation network, in addition to being the only direct connector to Highway 4. The improvements and widening of Laurel Road are a priority for the City of Oakley.

The section of Laurel Road from Mellowood Drive to Main Street needs reconstruction and widening as a result of the major Sierra-Crete contamination of the roadway base. As a result of the existence of Sierra-Crete, it has caused the failure of the roadway base which has created a chronic and costly maintenance problem for the City which has not been sustainable.

On July 11, 2017, the City Council awarded a design contract to BKF Engineers, Inc. for performing the design and the preparation of construction documents for this project. The scope of this project design was to complete the reconstruction of Laurel Road from Mellowood Drive to Main Street. This work will involve the excavation and removal of all failed roadway base material that contains Sierra-Crete, the widening of the north side of Laurel Road, the modification and rehabilitation of the traffic signal at the intersection of Laurel Road and Main Street, the removal and replacement of all damaged curb and sidewalk and the construction of new landscaping, irrigation, and streetlights. The design of the project has been completed and the construction phase of this project is beginning.

Construction Support Services are an important element in this high profile project because of the complexity of the design and coordination work involved. The following summary has been prepared in order to better understand the distribution of the work efforts for the construction of this project.

The key components of the construction for this project are:

- Day-to-day construction inspections: The City Engineering Inspector will monitor and inspect the contractor's daily work; measure and document quantities of material used on the project and insure compliance with the plans and specifications.

- Coordination with the design team during construction: City Engineering staff will work closely with the contractor, residents, and the design team to provide responses to inquiries and questions that may arise during the course of the project's construction.

- Construction Support Services: This work requires the project consultant to review all shop drawings and various product submittals for the construction, provide design clarifications and information, and attend various meetings.

In order to ensure consistency and quality control as the project moves forward into the construction phase, staff now proposes to amend the BKF Engineers, Inc. contract to include support for the construction phase of the project from this firm.

BKF Engineers, Inc. will be assigned the task of providing Construction Support Services for this project along with their sub-consultants, as outlined in the attached proposal and scope of work. Staff recommends approval of Amendment Number 2 to the BKF Engineers, Inc. contract to provide Construction Support Services in an amount not to exceed $38,860.00

Fiscal Impact

Approval of this resolution will accept the proposal and authorize the City Manager to execute Amendment Number 2 to the agreement with BKF Engineers, Inc. for a cost not to exceed $38,860.00. The funding of this contract amendment will be from the Traffic Impact Fee fund (TIF).

Staff Recommendation

Staff recommends that the City Council adopt the resolution approving the proposal with BKF Engineers, Inc. and amend the agreement to provide Construction Support Services associated with Laurel Road Reconstruction (Mellowood Drive to Main Street) Project - CIP 208 and authorize the City Manager to sign Amendment Number 2 to the consulting agreement.

Attachments

1) BKF Engineers, Inc. Construction Support Services Proposal
2) Resolution

ENGINEERS . SURVEYORS . PLANNERS

January 11th, 2020
BKF No. 20176057-30

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

Subject: Contract Addendum No. 2: Construction Support Services for CIP No. 208

Dear Kevin,

In response to your request to provide construction support services for CIP No. 208, BKF has prepared this addendum for the following items whose scope is further summarized in the letter below:

TASK 5 – Construction Support Services for CIP 208 – Laurel Road Widening Project (Mellowood to Main)

The BKF team will assist the City in providing support throughout the construction phase of the Project for CIP 208. BKF will assist the City in reviewing contractor submittals and responding to contractor RFIs in a timely manner. Additionally, BKF will attend the project pre-construction meeting, up to four field meetings, and the project punch list meeting. Gates + Associates (Gates) and Alliance Engineering Consultants (AEC) will assist BKF in the items listed above with Gates performing a plant review in the field.

TASK 5 – DELIVERABLES:

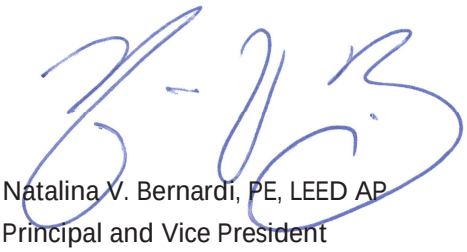
- Attend Pre-construction meeting
- Review contractor submittals and shop drawings
- Review and respond to contractor RFIs
- Attend up to 4 field meetings (includes plant review)
- Attend punch list meeting/final acceptance

BKF Engineers is proud of its record on client service and delivery of quality documents for the City of Oakley. For your consideration, attached is the fee estimate for this Contract Addendum No 2.

We appreciate the opportunity to submit this contract addendum and look forward to continuing our excellent working relationship with the City of Oakley. If you have any questions, please call or email Marcelo Cosentino (408) 467-9144; mcosentino@bkf.com.

4670 Willow Road, Suite 250, Pleasanton, CA 94588 | 925.396.7700

Very truly yours,
BKF ENGINEERS



Natalina V. Bernardi, PE, LEED AP
Principal and Vice President

City of Oakley
Contract Addendum No. 2
Construction Support Services for CIP No. 208

TASK	SCOPE DESCRIPTION	STAFF CATEGORY											Total Hrs	EST FEE
		PIC (Natalina Bernardi)	PM (Marcelo Cosentino	Principal (Davis Thresh)	QA/QC (Carmelo Cecilio)	Engineering/ Surveying Manager	Senior Project Engineer/ Surveyor	Project Engineer/ Surveyor	Design Engineer/ Staff Surveyor	Drafter III	Field Crew	Admin		
		$251.00	**$219.00**	**$251.00**	**$209.00**	**$193.00**	**$179.00**	**$157.00**	**$137.00**	**$152.00**	**$295.00**	**$70.00**		
Task 5	Construction Support Services for CIP 208													
	Attend Preconstruction Meeting		4										4	$ 876.00
	Review Contractor Submittals and Shop Drawings		4				8	18	24				54	$ 8,422.00
	Review and Respond to Contractor RFIs		4				8	24	36				72	$ 11,008.00
	Attend Field Meetings (Up to 4)		10				10						20	$ 3,980.00
	Punch List Meeting		4				4						8	$ 1,592.00
	Subtotals	-	26	-	-	-	30	42	60	-	-	-	158	$ 25,878.00

	PIC (Natalina Bernardi)	PM (Marcelo Cosentino	Associate (Davis Thresh)	QA/QC (Carmelo Cecilio)	Engineer IV/ Survey IV	Engineer III/ Survey III	Engineer II/ Survey II	Engineer I/ Survey I	Drafter III	Field Surveyor	Admin	Total	Total Labor
Totals By Classifications	-	26	-	-	-	30	42	60	-	-	-	158	$ 25,878.00
Total Direct Labor	$ -	$ 5,694.00	$ -	$ -	$ -	$ 5,370.00	$ 6,594.00	$ 8,220.00	$ -	$ -	$ -	$ 25,878.00	

Subconsultant		
	Task 5	
Gates + Associates	$6,660.50	$6,660.50
AEC Engineers	$5,500.00	$5,500.00
Subconsultant Costs		$12,160.50

Reimbursable		
Printing, Deliver, Mileage, Postage, Parking		$ 821.50
Reimbursable		$ 821.50

PROJECT TOTAL	$ 38,860.00

Assumptions:

1. Survey Staking Services are excluded from the work shown above.

RESOLUTION NO.___-20

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OAKLEY AUTHORIZING THE CITY MANAGER TO SIGN AMENDMENT NUMBER 2 TO THE CONSULTING SERVICES AGREEMENT WITH BKF ENGINEERS INC. FOR CONSTRUCTION SUPPORT SERVICES FOR LAUREL ROAD RECONSTRUCTION (MELLOWOOD DRIVE TO MAIN STREET) PROJECT - CIP 208

WHEREAS, as part of the Fiscal Year 2019/20 Budget, the City of Oakley approved a 5-Year Capital improvement Program (CIP); and

WHEREAS, BKF Engineers Inc., was awarded the design contract by City Council on July 11, 2017; and

WHEREAS, the construction of CIP 208 is a multifaceted process, and in order to insure consistency and quality control as the project moves forward into the construction phase with its many components, Construction Support Services are needed from BKF Engineers, Inc. as well; and

WHEREAS, as requested by the City, BKF Engineers, Inc. has submitted a proposal to provide Construction Support Services for Laurel Road Reconstruction (Mellowood Drive to Main Street) Project - CIP 208 for an amount not to exceed $38,860; and

NOW, THEREFORE, BE IT RESOLVED AND ORDERED, that the City Council of the City of Oakley hereby approves the proposal from BKF Engineers, Inc. for providing Construction Support Services for Laurel Road Reconstruction (Mellowood Drive to Main Street) Project - CIP 208, for an amount not to exceed $38,860, in the form attached hereto as **Exhibit A**, and authorizing the City Manager to execute Amendment Number 2 to the original design agreement.

PASSED AND ADOPTED by the City Council of the City of Oakley at a meeting held on the 9th of June, 2020 by the following vote:

AYES:
NOES:
ABSENT:
ABSTENTIONS:

APPROVED:

_____
Kevin Romick, Mayor

ATTEST:

_____
Libby Vreonis, City Clerk

_____
Date

STAFF REPORT

DATE: June 9, 2020

TO: Bryan Montgomery, City Manager *Approved and Forwarded to the City Council*

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

SUBJECT: Award of Contract with Cummins, Inc. for On-Call Services for Maintenance and Repair of City's Emergency Generators for FY 2020/21 and FY 2021/22

Background and Analysis

The City of Oakley has limited in-house resources to be able to address all of the on-going maintenance needs of the public infrastructure and facilities in the community. Outside contractors have been used to supplement City staff in performing maintenance activities. The various types of public works maintenance activities that the City needs for outside contractor resources generally are: major street repair, crack filling of streets, storm drain pipe repair and rehabilitation, large scale brush removal from open ditches and drainage basins, striping of streets, guard rail replacement, and pump stations and emergency generator servicing.

With the geographic location of Oakley in the far eastern region of Contra Costa County, there are limited contractors available to perform various maintenance services for the agencies. Due to this contactor's familiarity with the City's operations and to the high demand on City staff, the Public Works Department did not feel that it was feasible or would be fruitful to complete the formal bidding process for this contract.

Staff has investigated the concept of having On-Call Maintenance Service Agreements that would provide the City with a wide range of maintenance services under one contract. With this approach, staff can supplement in-house resources with outside contractors to expeditiously and professionally provide these services to the community. The award of the agreement is exempt from competitive bidding under Section 3.6.010 of the Oakley Municipal Code paragraph 8) which provides an exception for competitive bidding "*For maintenance and repair of buildings and facilities.*" Currently, for all such contract services above the $25,000 amount, the City Council must authorize the work by simple majority per the City's purchasing policy.

Staff has selected Cummins, Inc., an industry leader to be a part of the team of contract resources that would be utilized by staff in providing public works infrastructure

maintenance. The City of Oakley owns four (4) emergency generators that we are responsible for safe operation and maintenance. These emergency generators are located at the Civic Center, Cypress Grove, Emerson Ranch, and Gilbert Ranch subdivision pump stations. The Civic Center generator provides emergency power to City Hall and Police Department facilities. The other generators at Cypress Grove, Emerson Ranch, and Gilbert Ranch subdivisions provide emergency power to the pump stations that are used in the operation of each storm pump station and lake.

These emergency generators are sophisticated machines and their service and maintenance is critical to a long life and peak operation. Cummins, Inc. has the unique expertise in manufacturing, servicing, and the operation of emergency generators, and have a solid track record in providing similar service to municipalities and a factor in their selection as the vendor of choice to provide this maintenance service.

Fiscal Impact

Approval of this resolution will authorize the City Manager to execute an On-Call Services Agreement with a spending limit of $40,000 for Cummins, Inc. for each FY 2020/21 and FY 2021/22. Funding will be included in the Public Works Operation Budget for respective fiscal years.

Staff Recommendation

Staff recommends that the City Council adopt the resolution approving an On-Call Services Agreement for $40,000 for each FY 2020/21 and FY 2021/22 and authorizing the City Manager to execute an agreement, which will service all four (4) emergency generators.

Attachments

1. Cummins, Inc. Proposal
2. Resolution

Sales and Service

5/27/2020

CITY OF OAKLEY
3231 MAIN ST
OAKLEY, CA 94561
RE: Planned Maintenance Proposal

Dear Kevin Rohani,

Cummins Sales and Service is a premier engine and power generation systems provider committed to delivering fast and proven solutions to our customers. We are pleased to offer you a Planned Maintenance Proposal for your review and approval. Due to the critical nature of your standby power system, this Agreement was developed based on your specific needs and equipment to ensure maximum performance and reliability.

Benefits of Planned Maintenance

- Improves system reliability.
- Maintenance performed by certified technicians specifically trained in power generation.
- PM customers receive preferred service for unscheduled emergency repairs.
- Creation of a service record for customer equipment.
- Additional maintenance recommendations documented at that time.
- Scheduling managed by Cummins Sales and Service to ensure timely maintenance intervals.
- Eliminates administrative burden, covers equipment from multiple vendors.

Please sign, date and return the enclosed Agreement to our office along with any purchase documentation necessary so we can tend to your servicing needs. Should you have any questions or require additional information on any subject relating to your equipment, please feel free to contact me. We look forward to the opportunity to earn your trust and business.

Sincerely,

Drew McCaffery

Drew McCaffery
Territory Manager
Office: 510-614-5151
Cell: (510) 566-4658
Email: drew.mccaffery@cummins.com

Sales and Service

Cummins Inc.
1950 Burroughs Ave
San Leandro, CA 94577
Phone: (510) 351-6101
Fax: (510) 895-5808

PLANNED EQUIPMENT MAINTENANCE AGREEMENT

Customer Address	Customer Contact		Quote Information	
CITY OF OAKLEY	Name:	Kevin Rohani	Quote Date:	5/27/2020
3231 MAIN ST	Phone:	(925) 625-7003	Quote Expires:	7/26/2020
OAKLEY, CA 94561	Cell:		Quote ID:	QT-7509
Customer #: 968324	Fax:	(925) 625-9194	Quoted By:	Drew McCaffery
Payment Type: Pay As You Go	E-mail:	Rohani@ci.oakley.ca.us	Quote Term:	3 Year

Site Name:City Hall
(3231 MAIN ST OAKLEY CA 94561)

Unit Name:	City Hall
Make:	Cummins
Model:	450.0DFEJ
S/N:	A200705798
Size:	450kW
ATS Qty:	1
Notes:	

Year	Month of 1st Service	Service Type	Qty	Sell Price	Extended Price
1	July	Inspection	11	$610.65	$6,717.15
1	June	Full Service	1	$1,914.62	$1,914.62
1	July	Loadbank (2 Hrs)	1	$1,099.40	$1,099.40
				Year 1 Total:	$9,731.17
2	July	Inspection	11	$624.68	$6,871.48
2	June	Full Service	1	$1,963.47	$1,963.47
2	July	Loadbank (2 Hrs)	1	$1,119.63	$1,119.63
				Year 2 Total:	$9,954.58

The following riders are included for this unit on this quote:
With Full Service: Coolant Analysis - CL2P (Basic), Fuel Cleanliness - DFCLP (Basic), Oil Analysis - AMP (Advanced)

Total Original Amount:	**$21,873.06**
Discount:	**($2,187.31)**
Total Agreement Amount:*	**$19,685.75**

Quote does not include applicable taxes

Sales and Service

Cummins Inc.
1950 Burroughs Ave
San Leandro, CA 94577
Phone: (510) 351-6101

PLANNED EQUIPMENT MAINTENANCE AGREEMENT

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Total Original Amount:	**$21,873.06**
Discount:	**($2,187.31)**
Total Agreement Amount:*	**$19,685.75**

Quote does not include applicable taxes

Comment:

PERFORM ANNUAL FULL SERVICE; CHANGE OIL, REPLACE OIL FILTER(S), FUEL FILTER(S) AND WATER FILTER(S). INSPECT AIR FILTER(S); INSPECT AND TEST TRANSFER SWITCH. TAKE OIL, COOLANT & FUEL SAMPLE FOR ANALYSIS, TEST COOLANT FOR CONDITION, TEST FUEL TANK SAFETIES.

PERFORM ANNUAL 2-HOUR LOAD BANK TEST PER NFPA 110; VISUALLY INSPECT AND TEST TRANSFER SWITCH AND TEST SAFETIES.

PERFORM MONTHLY INSPECTIONS , RUN GENERATOR FOR 30 MINUTES COMPLETE INSPECTION, UPDATE LOG BOOK

ALL WORK TO BE PERFORMED DURING REGULAR BUSINESS HOURS (07:00 AM TO 04:30 PM) MONDAY THROUGH FRIDAY.

THIS AGREEMENT SHALL REMAIN IN EFFECT UNLESS TERMINATED BY EITHER PARTY WITH A 30-DAY WRITTEN NOTICE.

PLEASE SEE ATTACHMENT "A" WHICH IS MADE A PART HEROF.

Total Agreement Amount Does Not Include Applicable Taxes. Please Email PMTEAM@cummins.com for invoice total prior to sending payment.

Selection Required for Load Bank Test
Readings will be taken every 15 minutes, unless otherwise specified.
*If no selection is made, we will perform this option by default

☐ *30% of the EPS nameplate kW rating for 30 minutes, followed by 50% of the EPS nameplate kW rating for 30 minutes, followed by 75% of the EPS nameplate kW rating for 60 minutes for a total of 2 continuous hours

☐ 80% of the EPS nameplate kW rating for 2 continuous hours

☐ Other – Please Specify _____

Please return signed agreement to:
Cummins Sales and Service
3061 S. Riverside Ave.
Bloomington, CA 92316
Fax: (909) 879-8236
Email: PMTEAM@cummins.com

Seller hereby agrees to sell to Buyer, and Buyer hereby agrees to buy from Seller, the foregoing products/services upon the terms and conditions set forth in the "Planned Equipment Maintenance Agreement Terms and Conditions" attached hereto, which are hereby incorporated herein by reference.

Customer Approval (Quote ID QT-7509)	Cummins Inc. Approval
Signature: _____	Signature: _____
Date: _____	Date: _____

PLANNED MAINTENANCE AGREEMENT TERMS AND CONDITIONS

These Planned Maintenance Agreement Terms and Conditions, together with the Quote on the front side and the Scope of Services, are hereinafter referred to as this "Agreement" and shall constitute the entire agreement between the customer identified in the Quote ("Customer") and Cummins Inc. ("Cummins") and supersede any previous agreement or understanding (oral or written) between the parties with respect to the subject matter of this Agreement. No prior inconsistent course of dealing, course of performance, or usage of trade, if any, constitutes a waiver of or serves to explain or interpret this Agreement. Electronic transactions between Customer and Cummins will be solely governed by this Agreement, and any terms and conditions on Customer's website or other internet site will be null and void and of no legal effect on Cummins. In the event Customer delivers, references, incorporates by reference, or produces any purchase order or document, any terms and conditions related thereto shall be null and void and of no legal effect on Cummins.

1. SCOPE OF SERVICES; PERFORMANCE OF SERVICES. Cummins shall perform the maintenance ("Services") on the equipment identified in the Quote ("Equipment") in accordance with the schedule specified in the Quote. The Services include those services defined in the "Service Event" section of the Quote. No additional services or materials are included in this Agreement unless agreed upon by the parties in writing. Unless otherwise indicated in the Quote, Cummins will provide the labor and tools necessary to perform the Services and shall keep Customer's property free from accumulation of waste materials caused by Cummins' operations. Either party may terminate this Agreement with or without cause by providing thirty (30) days written notice to the other.

2. CUSTOMER OBLIGATIONS. Customer shall provide Cummins safe access to Customer's site and arrange for all related services and utilities necessary for Cummins to perform the Services. During the performance of the Services, Customer shall fully and completely secure all or any part of any facility where the Equipment is located to remove and mitigate any and all safety issues and risks, including but not limited to facility occupants, customers, invitees, or any third party and or property damage or work interruption arising out of the Services. Customer shall make all necessary arrangement to address and mitigate the consequences of any electrical service interruption which might occur during the Services. CUSTOMER IS RESPONSIBLE FOR OPERATING AND MAINTAINING THE EQUIPMENT IN ACCORDANCE WITH THE OWNER'S MANUAL FOR THE EQUIPMENT.

3. PAYMENT TERMS. Unless otherwise agreed to by the parties in writing and subject to credit approval by Cummins, payments are due thirty (30) days from the date of the invoice. If Customer does not have approved credit with Cummins, as solely determined by Cummins, payments are due in advance or at the time of supply of the Services. If payment is not received when due, in addition to any rights Cummins may have at law, Cummins may charge Customer eighteen percent (18%) interest annually on late payments, or the maximum amount allowed by law. Customer agrees to pay all Cummins' costs and expenses (including all reasonable attorneys' fees) related to Cummins' enforcement and collection of unpaid invoices, or any other enforcement of this Agreement by Cummins. Unless otherwise stated, the Quote excludes all applicable local, state, or federal sales and/or use or similar taxes which Cummins is required by applicable laws to collect from Customer and shall be stated on the invoice.

4. DELAYS. Any performance dates indicated in this Agreement are estimated and not guaranteed. Cummins shall not be liable for any delays in performance however occasioned, including any that result directly or indirectly from acts of Customer or causes beyond Cummins' control, including but not limited to acts of God, accidents, fire, explosions, flood, unusual weather conditions, acts of government authority, or labor disputes. *AS A RESULT OF THE OUTBREAK OF THE DISEASE COVID-19 ARISING FROM THE NOVEL CORONAVIRUS, TEMPORARY DELAYS IN DELIVERY, LABOUR OR SERVICES FROM CUMMINS AND ITS SUB-SUPPLIERS OR SUBCONTRACTORS MAY OCCUR. AMONG OTHER FACTORS, CUMMINS' DELIVERY OBLIGATIONS ARE SUBJECT TO CORRECT AND PUNCTUAL SUPPLY FROM OUR SUB-SUPPLIERS OR SUBCONTRACTORS, AND CUMMINS RESERVES THE RIGHT TO MAKE PARTIAL DELIVERIES OR MODIFY ITS LABOUR OR SERVICE. WHILE CUMMINS SHALL MAKE EVERY COMMERCIALLY REASONABLE EFFORT TO MEET THE DELIVERY, SERVICE OR COMPLETION OBLIGATIONS SET FORTH HEREIN, SUCH DATES ARE SUBJECT TO CHANGE.*

5. WARRANTY. Cummins shall perform the Services in a reasonable and workmanlike manner. Parts and components supplied under this Agreement are governed by the express written manufacturer's limited warranty. No other warranty for parts or components is provided under this Agreement. All Services shall be free from defects in workmanship for a period of ninety (90) days after completion of Services. In the event of a warrantable defect in workmanship of Services supplied under this Agreement ("Warrantable Defect"), Cummins' obligation shall be solely limited to correcting the Warrantable Defect. Cummins shall correct the Warrantable Defect where (i) such Warrantable Defect becomes apparent to Customer during the warranty period; (ii) Cummins receives written notice of any Warrantable Defect within thirty (30) days following discovery by Customer; and (iii) Cummins has determined that there is a Warrantable Defect. Warrantable Defects remedied under this provision shall be subject to the remaining warranty period of the original warranty of the Services. New parts supplied during the remedy of Warrantable Defects are warranted for the balance of the warranty period still available from the original warranty of such parts. The remedies set forth in this Section 5 shall not be deemed to have failed of their essential purpose so long as Cummins is willing to correct defective Services or refund the purchase price therefor.

6. LIMITATIONS OF WARRANTIES AND LIABILITY. THE REMEDIES PROVIDED IN THE LIMITED WARRANTY AND THIS AGREEMENT ARE THE SOLE AND EXCLUSIVE WARRANTIES AND REMEDIES PROVIDED BY CUMMINS TO THE CUSTOMER UNDER THIS AGREEMENT. EXCEPT AS SET OUT IN THE WARRANTY AND THIS AGREEMENT, AND TO THE EXTENT PERMITTED BY LAW, CUMMINS EXPRESSLY DISCLAIMS ALL OTHER REPRESENTATIONS, WARRANTIES, ENDORSEMENTS, AND CONDITIONS OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY STATUTORY OR COMMON LAW IMPLIED REPRESENTATIONS, WARRANTIES AND CONDITIONS OF FITNESS FOR A PURPOSE OR MERCHANTABILITY.

NOTWITHSTANDING ANY OTHER TERM OF THIS AGREEMENT, IN NO EVENT SHALL CUMMINS, ITS OFFICERS, DIRECTORS, EMPLOYEES, OR AGENTS BE LIABLE TO CUSTOMER OR ANY THIRD PARTY FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES OF ANY KIND (INCLUDING WITHOUT LIMITATION DOWNTIME, LOSS OF PROFIT OR REVENUE, LOSS OF DATA, LOSS OF OPPORTUNITY, DAMAGE TO GOODWILL, AND DAMAGES CAUSED BY DELAYS) IN ANY WAY RELATED TO OR ARISING FROM CUMMINS' SUPPLY OF PARTS OR SERVICES UNDER THIS AGREEMENT. IN NO EVENT SHALL CUMMINS' LIABILITY TO CUSTOMER OR ANY THIRD PARTY CLAIMING DIRECTLY THROUGH CUSTOMER OR ON CUSTOMER'S BEHALF UNDER THIS AGREEMENT EXCEED THE TOTAL COST OF PARTS AND SERVICES SUPPLIED BY CUMMINS UNDER THIS AGREEMENT. BY ACCEPTANCE OF THIS AGREEMENT, CUSTOMER ACKNOWLEDGES CUSTOMER'S SOLE REMEDY AGAINST CUMMINS FOR ANY LOSS SHALL BE THE REMEDY PROVIDED HEREIN.

7. INDEMNITY. Customer shall indemnify, defend and hold harmless Cummins from and against any and all claims, actions, costs, expenses, damages and liabilities, including reasonable attorneys' fees, brought against or incurred by Cummins related to or arising out of this Agreement or the Services supplied under this Agreement (collectively, the ("Claims"), where such Claims were caused or contributed to by, in whole or in part, the acts, omissions, fault or negligence of the Customer. Customer shall present any Claims covered by this indemnity to its insurance carrier unless Cummins directs that the defense will be handled by Cummins' legal counsel at Customer's expense.

8. CONFIDENTIALITY. Each party shall keep confidential any information received from the other that is not generally known to the public and at the time of disclosure, would reasonably be understood by the receiving party to be proprietary or confidential, whether disclosed in oral, written, visual, electronic or other form, and which the receiving party (or agents) learns in connection with this Agreement including, but not limited to: (a) business plans, strategies, sales, projects and analyses; (b) financial information, pricing, and fee structures; (c) business processes, methods and models; (d) employee and supplier information; (e) specifications; and (f) the terms and conditions of this Agreement. Each party shall take necessary steps to ensure compliance with this provision by its employees and agents.

9. GOVERNING LAW. This Agreement and all matters arising hereunder shall be governed by and construed in accordance with the laws of the State of Indiana without giving effect to any choice or conflict of law provision. The parties agree that the courts of the State of Indiana shall have exclusive jurisdiction to settle any dispute or claim arising in connection with this Agreement.

10. INSURANCE. Upon Customer's request, Cummins will provide to Customer a Certificate of Insurance evidencing Cummins' relevant insurance coverage.

11. ASSIGNMENT. This Agreement shall be binding on the parties and their successors and assigns. Customer shall not assign this Agreement without the prior written consent of Cummins.

12. INTELLECTUAL PROPERTY. Any intellectual property rights created by either party, whether independently or jointly, in the course of the performance of this Agreement or otherwise related to Cummins pre-existing intellectual property or subject matter related thereto, shall be Cummins' property. Customer agrees to assign, and does hereby assign, all right, title, and interest to such intellectual property to Cummins. Any Cummins pre-existing intellectual property shall remain Cummins' property. Nothing in this Agreement shall be deemed to have given Customer a licence or any other rights to use any of the intellectual property rights of Cummins.

13. MISCELLANEOUS. Cummins shall be an independent contractor with respect to the Services performed under this Agreement. All notices under this Agreement shall be in writing and be delivered personally, mailed via first class certified or registered mail, or sent by a nationally recognized express courier service to the addresses set forth in the Quote. No amendment of this Agreement shall be valid unless it is writing and signed by the parties hereto. Failure of either party to require performance by the other party of any provision hereof shall in no way affect the right to require such performance at any time thereafter, nor shall the waiver by a party of a breach of any of the provisions hereof constitute a waiver of any succeeding breach. Any provision of this Agreement that is invalid or unenforceable shall not affect the validity or enforceability of the remaining terms hereof.

14. ON-CALL SERVICES. Upon Customer's request, Cummins shall provide on-call services (repair, emergency work or other) on the Equipment ("On-call Services"). Any On-call Services shall be invoiced to the Customer at the Cummins current hour rate (including traveling) and shall be governed by the terms and conditions of this Agreement.

15. To the extent applicable, this contractor and subcontractor shall abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, protected veteran status or disability. The employee notice requirements set forth in 29 CFR Part 471, Appendix A to Subpart A, are hereby incorporated by reference into this contract.

Sales and Service

Generator Planned Maintenance Scope of Services

The following items are included in a typical Planned Maintenance Agreement (PMA):

Scheduled Checks

Cooling System
- Radiator air restriction
- Condition of hoses and connection leaks
- Antifreeze and coolant conditioner concentration
- Condition and tension of belts
- Ensure motor-operated louvers are working properly
- Pressure Testing

Air intake System
- Visually check for leaks, holes, and loose connections/clamps

Exhaust System
- Visually check for leaks and restrictions
- Drain condensation trap

Electrical System
- Review meters for proper operation
- Specific gravity of battery liquid

Fuel System
- Proper fuel levels
- Fuel transfer pump

Annual Checks

Maintenance
- Change oil
- Oil sample (optional)
- Change filters
- Disposal of used oil and filters

Diesel Engine Checks
- Starter and all wiring
- Oil and coolant levels

Generator
- End bearing
- A.C. wiring
- Exciter stator
- Overspeed switch
- Cooling air
- Breakers

Engine Running
- Oil Pressure
- Leaks
- Alternator output
- Alarm
- Record A.C. output
- Frequency
- Amps under load

Intake and Exhaust Check
- Air cleaner
- Turbocharger
- Muffler and traps
- Leaks
- Breather
- Flex pipe
- Rain cap

Natural Gas and Gasoline Engine Checks
- Spark plugs
- Distributor wires
- Points and condenser
- Cap and rotor
- Starter and all wiring
- Oil and coolant levels

Controls
- Voltage regulator
- Wiring and relays
- Engine monitors
- Bulbs

Coolant System Check Only
- Antifreeze
- Radiator and cap
- Hoses and heater
- Belts and tension
- Louvers
- Coolant sample (optional)
- Leaks
- DCA level

Transfer Switch
- Time delays (adjust as needed)
- Exerciser clock (reset as needed)
- Clean cabinet
- Building load test (if permitted)

Fuel System
- Leaks
- Day tank - float switch pump
- Governor linkage
- Check for water in system

Semi Annual Checks

Battery and Charger
- Specific gravity test
- Clean corrosion as needed
- Adjust charger output as needed

Request Service: **1-800-CUMMINS**
salesandservice.cummins.com

Sales and Service

5/27/2020

CITY OF OAKLEY
3231 MAIN ST
OAKLEY, CA 94561
RE: Planned Maintenance Proposal

Dear Kevin Rohni,

Cummins Sales and Service is a premier engine and power generation systems provider committed to delivering fast and proven solutions to our customers. We are pleased to offer you a Planned Maintenance Proposal for your review and approval. Due to the critical nature of your standby power system, this Agreement was developed based on your specific needs and equipment to ensure maximum performance and reliability.

Benefits of Planned Maintenance

- Improves system reliability.
- Maintenance performed by certified technicians specifically trained in power generation.
- PM customers receive preferred service for unscheduled emergency repairs.
- Creation of a service record for customer equipment.
- Additional maintenance recommendations documented at that time.
- Scheduling managed by Cummins Sales and Service to ensure timely maintenance intervals.
- Eliminates administrative burden, covers equipment from multiple vendors.

Please sign, date and return the enclosed Agreement to our office along with any purchase documentation necessary so we can tend to your servicing needs. Should you have any questions or require additional information on any subject relating to your equipment, please feel free to contact me. We look forward to the opportunity to earn your trust and business.

Sincerely,

Drew McCaffery

Drew McCaffery
Territory Manager
Office: 510-614-5151
Cell: (510) 566-4658
Email: drew.mccaffery@cummins.com

Sales and Service

Cummins Inc.
1950 Burroughs Ave
San Leandro, CA 94577
Phone: (510) 351-6101
Fax: (510) 895-5808

PLANNED EQUIPMENT MAINTENANCE AGREEMENT

Customer Address	Customer Contact		Quote Information	
CITY OF OAKLEY	Name:	Kevin Rohni	Quote Date:	5/27/2020
3231 MAIN ST	Phone:	(925) 625-7003	Quote Expires:	7/26/2020
OAKLEY, CA 94561	Cell:		Quote ID:	QT-7512
Customer #: 968324	Fax:	(925) 625-9194	Quoted By:	Drew McCaffery
Payment Type: Pay As You Go	E-mail:	Rohani@ci.oakley.ca.us	Quote Term:	5 Year

Site Name:Delany Park

(205 Golden State pkwy Oakley CA 94561)

Unit Name:	Delany Park
Make:	Cummins
Model:	DQDAC
S/N:	TBD
Size:	300kW
ATS Qty:	1
Notes:	

Year	Month of 1st Service	Service Type	Qty	Sell Price	Extended Price
1	July	Inspection	11	$580.20	$6,382.20
1	June	Full Service	1	$1,630.97	$1,630.97
1	June	Loadbank (2 Hrs)	1	$879.48	$879.48
				Year 1 Total:	$8,892.65
2	July	Inspection	11	$593.15	$6,524.65
2	June	Full Service	1	$1,670.99	$1,670.99
2	June	Loadbank (2 Hrs)	1	$898.36	$898.36
				Year 2 Total:	$9,094.00

The following riders are included for this unit on this quote:
With Full Service: Coolant Analysis - CL2P (Basic), Fuel Cleanliness - DFCLP (Basic), Oil Analysis - AMP (Advanced)

Total Original Amount:	**$19,985.17**
Discount:	**($1,998.52)**
Total Agreement Amount:*	**$17,986.65**

Quote does not include applicable taxes

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Total Original Amount:	**$19,985.17**
Discount:	**($1,998.52)**
Total Agreement Amount:*	**$17,986.65**
	***Quote does not include applicable taxes**

Comment:

PERFORM ANNUAL FULL SERVICE; CHANGE OIL, REPLACE OIL FILTER(S), FUEL FILTER(S) AND WATER FILTER(S). INSPECT AIR FILTER(S); INSPECT AND TEST TRANSFER SWITCH. TAKE OIL, COOLANT & FUEL SAMPLE FOR ANALYSIS, TEST COOLANT FOR CONDITION, TEST FUEL TANK SAFETIES.

PERFORM ANNUAL 2-HOUR LOAD BANK TEST PER NFPA 110; VISUALLY INSPECT AND TEST TRANSFER SWITCH AND TEST SAFETIES.

PERFORM MONTHLY INSPECTIONS , RUN GENERATOR FOR 30 MINUTES COMPLETE INSPECTION, UPDATE LOG BOOK

ALL WORK TO BE PERFORMED DURING REGULAR BUSINESS HOURS (07:00 AM TO 04:30 PM) MONDAY THROUGH FRIDAY.

THIS AGREEMENT SHALL REMAIN IN EFFECT UNLESS TERMINATED BY EITHER PARTY WITH A 30-DAY WRITTEN NOTICE.

PLEASE SEE ATTACHMENT "A" WHICH IS MADE A PART HEROF.

Total Agreement Amount Does Not Include Applicable Taxes. Please Email PMTEAM@cummins.com for invoice total prior to sending payment.

Selection Required for Load Bank Test
Readings will be taken every 15 minutes, unless otherwise specified.
*If no selection is made, we will perform this option by default

☐ *30% of the EPS nameplate kW rating for 30 minutes, followed by 50% of the EPS nameplate kW rating for 30 minutes, followed by 75% of the EPS nameplate kW rating for 60 minutes for a total of 2 continuous hours

☐ 80% of the EPS nameplate kW rating for 2 continuous hours

☐ Other – Please Specify _____

Please return signed agreement to:
Cummins Sales and Service
3061 S. Riverside Ave.
Bloomington, CA 92316
Fax: (909) 879-8236
Email: PMTEAM@cummins.com

Seller hereby agrees to sell to Buyer, and Buyer hereby agrees to buy from Seller, the foregoing products/services upon the terms and conditions set forth in the "Planned Equipment Maintenance Agreement Terms and Conditions" attached hereto, which are hereby incorporated herein by reference.

Customer Approval (Quote ID QT-7512)	Cummins Inc. Approval
Signature: _____	Signature: _____
Date: _____	Date: _____

PLANNED MAINTENANCE AGREEMENT TERMS AND CONDITIONS

These Planned Maintenance Agreement Terms and Conditions, together with the Quote on the front side and the Scope of Services, are hereinafter referred to as this "Agreement" and shall constitute the entire agreement between the customer identified in the Quote ("Customer") and Cummins Inc. ("Cummins") and supersede any previous agreement or understanding (oral or written) between the parties with respect to the subject matter of this Agreement. No prior inconsistent course of dealing, course of performance, or usage of trade, if any, constitutes a waiver of or serves to explain or interpret this Agreement. Electronic transactions between Customer and Cummins will be solely governed by this Agreement, and any terms and conditions on Customer's website or other internet site will be null and void and of no legal effect on Cummins. In the event Customer delivers, references, incorporates by reference, or produces any purchase order or document, any terms and conditions related thereto shall be null and void and of no legal effect on Cummins.

1. SCOPE OF SERVICES; PERFORMANCE OF SERVICES. Cummins shall perform the maintenance ("Services") on the equipment identified in the Quote ("Equipment") in accordance with the schedule specified in the Quote. The Services include those services defined in the "Service Event" section of the Quote. No additional services or materials are included in this Agreement unless agreed upon by the parties in writing. Unless otherwise indicated in the Quote, Cummins will provide the labor and tools necessary to perform the Services and shall keep Customer's property free from accumulation of waste materials caused by Cummins' operations. Either party may terminate this Agreement with or without cause by providing thirty (30) days written notice to the other.

2. CUSTOMER OBLIGATIONS. Customer shall provide Cummins safe access to Customer's site and arrange for all related services and utilities necessary for Cummins to perform the Services. During the performance of the Services, Customer shall fully and completely secure all or any part of any facility where the Equipment is located to remove and mitigate any and all safety issues and risks, including but not limited to facility occupants, customers, invitees, or any third party and or property damage or work interruption arising out of the Services. Customer shall make all necessary arrangement to address and mitigate the consequences of any electrical service interruption which might occur during the Services. CUSTOMER IS RESPONSIBLE FOR OPERATING AND MAINTAINING THE EQUIPMENT IN ACCORDANCE WITH THE OWNER'S MANUAL FOR THE EQUIPMENT.

3. PAYMENT TERMS. Unless otherwise agreed to by the parties in writing and subject to credit approval by Cummins, payments are due thirty (30) days from the date of the invoice. If Customer does not have approved credit with Cummins, as solely determined by Cummins, payments are due in advance or at the time of supply of the Services. If payment is not received when due, in addition to any rights Cummins may have at law, Cummins may charge Customer eighteen percent (18%) interest annually on late payments, or the maximum amount allowed by law. Customer agrees to pay all Cummins' costs and expenses (including all reasonable attorneys' fees) related to Cummins' enforcement and collection of unpaid invoices, or any other enforcement of this Agreement by Cummins. Unless otherwise stated, the Quote excludes all applicable local, state, or federal sales and/or use or similar taxes which Cummins is required by applicable laws to collect from Customer and shall be stated on the invoice.

4. DELAYS. Any performance dates indicated in this Agreement are estimated and not guaranteed. Cummins shall not be liable for any delays in performance however occasioned, including any that result directly or indirectly from acts of Customer or causes beyond Cummins' control, including but not limited to acts of God, accidents, fire, explosions, flood, unusual weather conditions, acts of government authority, or labor disputes. *AS A RESULT OF THE OUTBREAK OF THE DISEASE COVID-19 ARISING FROM THE NOVEL CORONAVIRUS, TEMPORARY DELAYS IN DELIVERY, LABOUR OR SERVICES FROM CUMMINS AND ITS SUB-SUPPLIERS OR SUBCONTRACTORS MAY OCCUR. AMONG OTHER FACTORS, CUMMINS' DELIVERY OBLIGATIONS ARE SUBJECT TO CORRECT AND PUNCTUAL SUPPLY FROM OUR SUB-SUPPLIERS OR SUBCONTRACTORS, AND CUMMINS RESERVES THE RIGHT TO MAKE PARTIAL DELIVERIES OR MODIFY ITS LABOUR OR SERVICE. WHILE CUMMINS SHALL MAKE EVERY COMMERCIALLY REASONABLE EFFORT TO MEET THE DELIVERY, SERVICE OR COMPLETION OBLIGATIONS SET FORTH HEREIN, SUCH DATES ARE SUBJECT TO CHANGE.*

5. WARRANTY. Cummins shall perform the Services in a reasonable and workmanlike manner. Parts and components supplied under this Agreement are governed by the express written manufacturer's limited warranty. No other warranty for parts or components is provided under this Agreement. All Services shall be free from defects in workmanship for a period of ninety (90) days after completion of Services. In the event of a warrantable defect in workmanship of Services supplied under this Agreement ("Warrantable Defect"), Cummins' obligation shall be solely limited to correcting the Warrantable Defect. Cummins shall correct the Warrantable Defect where (i) such Warrantable Defect becomes apparent to Customer during the warranty period; (ii) Cummins receives written notice of any Warrantable Defect within thirty (30) days following discovery by Customer; and (iii) Cummins has determined that there is a Warrantable Defect. Warrantable Defects remedied under this provision shall be subject to the remaining warranty period of the original warranty of the Services. New parts supplied during the remedy of Warrantable Defects are warranted for the balance of the warranty period still available from the original warranty of such parts. The remedies set forth in this Section 5 shall not be deemed to have failed of their essential purpose so long as Cummins is willing to correct defective Services or refund the purchase price therefor.

6. LIMITATIONS OF WARRANTIES AND LIABILITY. THE REMEDIES PROVIDED IN THE LIMITED WARRANTY AND THIS AGREEMENT ARE THE SOLE AND EXCLUSIVE WARRANTIES AND REMEDIES PROVIDED BY CUMMINS TO THE CUSTOMER UNDER THIS AGREEMENT. EXCEPT AS SET OUT IN THE WARRANTY AND THIS AGREEMENT, AND TO THE EXTENT PERMITTED BY LAW, CUMMINS EXPRESSLY DISCLAIMS ALL OTHER REPRESENTATIONS, WARRANTIES, ENDORSEMENTS, AND CONDITIONS OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY STATUTORY OR COMMON LAW IMPLIED REPRESENTATIONS, WARRANTIES AND CONDITIONS OF FITNESS FOR A PURPOSE OR MERCHANTABILITY.

NOTWITHSTANDING ANY OTHER TERM OF THIS AGREEMENT, IN NO EVENT SHALL CUMMINS, ITS OFFICERS, DIRECTORS, EMPLOYEES, OR AGENTS BE LIABLE TO CUSTOMER OR ANY THIRD PARTY FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES OF ANY KIND (INCLUDING WITHOUT LIMITATION DOWNTIME, LOSS OF PROFIT OR REVENUE, LOSS OF DATA, LOSS OF OPPORTUNITY, DAMAGE TO GOODWILL, AND DAMAGES CAUSED BY DELAYS) IN ANY WAY RELATED TO OR ARISING FROM CUMMINS' SUPPLY OF PARTS OR SERVICES UNDER THIS AGREEMENT. IN NO EVENT SHALL CUMMINS' LIABILITY TO CUSTOMER OR ANY THIRD PARTY CLAIMING DIRECTLY THROUGH CUSTOMER OR ON CUSTOMER'S BEHALF UNDER THIS AGREEMENT EXCEED THE TOTAL COST OF PARTS AND SERVICES SUPPLIED BY CUMMINS UNDER THIS AGREEMENT. BY ACCEPTANCE OF THIS AGREEMENT, CUSTOMER ACKNOWLEDGES CUSTOMER'S SOLE REMEDY AGAINST CUMMINS FOR ANY LOSS SHALL BE THE REMEDY PROVIDED HEREIN.

7. INDEMNITY. Customer shall indemnify, defend and hold harmless Cummins from and against any and all claims, actions, costs, expenses, damages and liabilities, including reasonable attorneys' fees, brought against or incurred by Cummins related to or arising out of this Agreement or the Services supplied under this Agreement (collectively, the ("Claims"), where such Claims were caused or contributed to by, in whole or in part, the acts, omissions, fault or negligence of the Customer. Customer shall present any Claims covered by this indemnity to its insurance carrier unless Cummins directs that the defense will be handled by Cummins' legal counsel at Customer's expense.

8. CONFIDENTIALITY. Each party shall keep confidential any information received from the other that is not generally known to the public and at the time of disclosure, would reasonably be understood by the receiving party to be proprietary or confidential, whether disclosed in oral, written, visual, electronic or other form, and which the receiving party (or agents) learns in connection with this Agreement including, but not limited to: (a) business plans, strategies, sales, projects and analyses; (b) financial information, pricing, and fee structures; (c) business processes, methods and models; (d) employee and supplier information; (e) specifications; and (f) the terms and conditions of this Agreement. Each party shall take necessary steps to ensure compliance with this provision by its employees and agents.

9. GOVERNING LAW. This Agreement and all matters arising hereunder shall be governed by and construed in accordance with the laws of the State of Indiana without giving effect to any choice or conflict of law provision. The parties agree that the courts of the State of Indiana shall have exclusive jurisdiction to settle any dispute or claim arising in connection with this Agreement.

10. INSURANCE. Upon Customer's request, Cummins will provide to Customer a Certificate of Insurance evidencing Cummins' relevant insurance coverage.

11. ASSIGNMENT. This Agreement shall be binding on the parties and their successors and assigns. Customer shall not assign this Agreement without the prior written consent of Cummins.

12. INTELLECTUAL PROPERTY. Any intellectual property rights created by either party, whether independently or jointly, in the course of the performance of this Agreement or otherwise related to Cummins pre-existing intellectual property or subject matter related thereto, shall be Cummins' property. Customer agrees to assign, and does hereby assign, all right, title, and interest to such intellectual property to Cummins. Any Cummins pre-existing intellectual property shall remain Cummins' property. Nothing in this Agreement shall be deemed to have given Customer a licence or any other rights to use any of the intellectual property rights of Cummins.

13. MISCELLANEOUS. Cummins shall be an independent contractor with respect to the Services performed under this Agreement. All notices under this Agreement shall be in writing and be delivered personally, mailed via first class certified or registered mail, or sent by a nationally recognized express courier service to the addresses set forth in the Quote. No amendment of this Agreement shall be valid unless it is writing and signed by the parties hereto. Failure of either party to require performance by the other party of any provision hereof shall in no way affect the right to require such performance at any time thereafter, nor shall the waiver by a party of a breach of any of the provisions hereof constitute a waiver of any succeeding breach. Any provision of this Agreement that is invalid or unenforceable shall not affect the validity or enforceability of the remaining terms hereof.

14. ON-CALL SERVICES. Upon Customer's request, Cummins shall provide on-call services (repair, emergency work or other) on the Equipment ("On-call Services"). Any On-call Services shall be invoiced to the Customer at the Cummins current hour rate (including traveling) and shall be governed by the terms and conditions of this Agreement.

15. To the extent applicable, this contractor and subcontractor shall abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, protected veteran status or disability. The employee notice requirements set forth in 29 CFR Part 471, Appendix A to Subpart A, are hereby incorporated by reference into this contract.

Sales and Service

Generator Planned Maintenance Scope of Services

The following items are included in a typical Planned Maintenance Agreement (PMA):

Scheduled Checks

Cooling System
- Radiator air restriction
- Condition of hoses and connection leaks
- Antifreeze and coolant conditioner concentration
- Condition and tension of belts
- Ensure motor-operated louvers are working properly
- Pressure Testing

Air intake System
- Visually check for leaks, holes, and loose connections/clamps

Exhaust System
- Visually check for leaks and restrictions
- Drain condensation trap

Electrical System
- Review meters for proper operation
- Specific gravity of battery liquid

Fuel System
- Proper fuel levels
- Fuel transfer pump

Annual Checks

Maintenance
- Change oil
- Oil sample (optional)
- Change filters
- Disposal of used oil and filters

Diesel Engine Checks
- Starter and all wiring
- Oil and coolant levels

Generator
- End bearing
- A.C. wiring
- Exciter stator
- Overspeed switch
- Cooling air
- Breakers

Engine Running
- Oil Pressure
- Leaks
- Alternator output
- Alarm
- Record A.C. output
- Frequency
- Amps under load

Intake and Exhaust Check
- Air cleaner
- Turbocharger
- Muffler and traps
- Leaks
- Breather
- Flex pipe
- Rain cap

Natural Gas and Gasoline Engine Checks
- Spark plugs
- Distributor wires
- Points and condenser
- Cap and rotor
- Starter and all wiring
- Oil and coolant levels

Controls
- Voltage regulator
- Wiring and relays
- Engine monitors
- Bulbs

Coolant System Check Only
- Antifreeze
- Radiator and cap
- Hoses and heater
- Belts and tension
- Louvers
- Coolant sample (optional)
- Leaks
- DCA level

Transfer Switch
- Time delays (adjust as needed)
- Exerciser clock (reset as needed)
- Clean cabinet
- Building load test (if permitted)

Fuel System
- Leaks
- Day tank - float switch pump
- Governor linkage
- Check for water in system

Semi Annual Checks

Battery and Charger
- Specific gravity test
- Clean corrosion as needed
- Adjust charger output as needed

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Sales and Service

5/27/2020

CITY OF OAKLEY
3231 MAIN ST
OAKLEY, CA 94561
RE: Planned Maintenance Proposal

Dear Kevin Rohani,

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Sincerely,

Drew McCaffery

Drew McCaffery
Territory Manager
Office: 510-614-5151
Cell: (510) 566-4658
Email: drew.mccaffery@cummins.com

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OAKLEY, CA 94561	Cell:		Quote ID:	QT-7513
Customer #: 968324	Fax:	(925) 625-9194	Quoted By:	Drew McCaffery
Payment Type: Pay As You Go	E-mail:	rohani@cioakley.ca.us	Quote Term:	5 Year

Site Name:Emerson Ranch

(Emerson Ranch Park Shearwater Way Oakley CA 94561)

Unit Name:	Emerson Ranch
Make:	Generac
Model:	SD/MD300
S/N:	TBD
Size:	300kW
ATS Qty:	1
Notes:	

Year	Month of 1st Service	Service Type	Qty	Sell Price	Extended Price
1	July	Inspection	11	$580.20	$6,382.20
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Discount:	**($1,998.52)**
Total Agreement Amount:*	**$17,986.65**

Quote does not include applicable taxes

Sales and Service

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Seller hereby agrees to sell to Buyer, and Buyer hereby agrees to buy from Seller, the foregoing products/services upon the terms and conditions set forth in the "Planned Equipment Maintenance Agreement Terms and Conditions" attached hereto, which are hereby incorporated herein by reference.

Customer Approval (Quote ID QT-7513)	Cummins Inc. Approval
Signature:_____	Signature:_____
Date: _____	Date: _____

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2. CUSTOMER OBLIGATIONS. Customer shall provide Cummins safe access to Customer's site and arrange for all related services and utilities necessary for Cummins to perform the Services. During the performance of the Services, Customer shall fully and completely secure all or any part of any facility where the Equipment is located to remove and mitigate any and all safety issues and risks, including but not limited to facility occupants, customers, invitees, or any third party and or property damage or work interruption arising out of the Services. Customer shall make all necessary arrangement to address and mitigate the consequences of any electrical service interruption which might occur during the Services. CUSTOMER IS RESPONSIBLE FOR OPERATING AND MAINTAINING THE EQUIPMENT IN ACCORDANCE WITH THE OWNER'S MANUAL FOR THE EQUIPMENT.

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4. DELAYS. Any performance dates indicated in this Agreement are estimated and not guaranteed. Cummins shall not be liable for any delays in performance however occasioned, including any that result directly or indirectly from acts of Customer or causes beyond Cummins' control, including but not limited to acts of God, accidents, fire, explosions, flood, unusual weather conditions, acts of government authority, or labor disputes. *AS A RESULT OF THE OUTBREAK OF THE DISEASE COVID-19 ARISING FROM THE NOVEL CORONAVIRUS, TEMPORARY DELAYS IN DELIVERY, LABOUR OR SERVICES FROM CUMMINS AND ITS SUB-SUPPLIERS OR SUBCONTRACTORS MAY OCCUR. AMONG OTHER FACTORS, CUMMINS' DELIVERY OBLIGATIONS ARE SUBJECT TO CORRECT AND PUNCTUAL SUPPLY FROM OUR SUB-SUPPLIERS OR SUBCONTRACTORS, AND CUMMINS RESERVES THE RIGHT TO MAKE PARTIAL DELIVERIES OR MODIFY ITS LABOUR OR SERVICE. WHILE CUMMINS SHALL MAKE EVERY COMMERCIALLY REASONABLE EFFORT TO MEET THE DELIVERY, SERVICE OR COMPLETION OBLIGATIONS SET FORTH HEREIN, SUCH DATES ARE SUBJECT TO CHANGE.*

5. WARRANTY. Cummins shall perform the Services in a reasonable and workmanlike manner. Parts and components supplied under this Agreement are governed by the express written manufacturer's limited warranty. No other warranty for parts or components is provided under this Agreement. All Services shall be free from defects in workmanship for a period of ninety (90) days after completion of Services. In the event of a warrantable defect in workmanship of Services supplied under this Agreement ("Warrantable Defect"), Cummins' obligation shall be solely limited to correcting the Warrantable Defect. Cummins shall correct the Warrantable Defect where (i) such Warrantable Defect becomes apparent to Customer during the warranty period; (ii) Cummins receives written notice of any Warrantable Defect within thirty (30) days following discovery by Customer; and (iii) Cummins has determined that there is a Warrantable Defect. Warrantable Defects remedied under this provision shall be subject to the remaining warranty period of the original warranty of the Services. New parts supplied during the remedy of Warrantable Defects are warranted for the balance of the warranty period still available from the original warranty of such parts. The remedies set forth in this Section 5 shall not be deemed to have failed of their essential purpose so long as Cummins is willing to correct defective Services or refund the purchase price therefor.

6. LIMITATIONS OF WARRANTIES AND LIABILITY. THE REMEDIES PROVIDED IN THE LIMITED WARRANTY AND THIS AGREEMENT ARE THE SOLE AND EXCLUSIVE WARRANTIES AND REMEDIES PROVIDED BY CUMMINS TO THE CUSTOMER UNDER THIS AGREEMENT. EXCEPT AS SET OUT IN THE WARRANTY AND THIS AGREEMENT, AND TO THE EXTENT PERMITTED BY LAW, CUMMINS EXPRESSLY DISCLAIMS ALL OTHER REPRESENTATIONS, WARRANTIES, ENDORSEMENTS, AND CONDITIONS OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY STATUTORY OR COMMON LAW IMPLIED REPRESENTATIONS, WARRANTIES AND CONDITIONS OF FITNESS FOR A PURPOSE OR MERCHANTABILITY.

NOTWITHSTANDING ANY OTHER TERM OF THIS AGREEMENT, IN NO EVENT SHALL CUMMINS, ITS OFFICERS, DIRECTORS, EMPLOYEES, OR AGENTS BE LIABLE TO CUSTOMER OR ANY THIRD PARTY FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES OF ANY KIND (INCLUDING WITHOUT LIMITATION DOWNTIME, LOSS OF PROFIT OR REVENUE, LOSS OF DATA, LOSS OF OPPORTUNITY, DAMAGE TO GOODWILL, AND DAMAGES CAUSED BY DELAYS) IN ANY WAY RELATED TO OR ARISING FROM CUMMINS' SUPPLY OF PARTS OR SERVICES UNDER THIS AGREEMENT. IN NO EVENT SHALL CUMMINS' LIABILITY TO CUSTOMER OR ANY THIRD PARTY CLAIMING DIRECTLY THROUGH CUSTOMER OR ON CUSTOMER'S BEHALF UNDER THIS AGREEMENT EXCEED THE TOTAL COST OF PARTS AND SERVICES SUPPLIED BY CUMMINS UNDER THIS AGREEMENT. BY ACCEPTANCE OF THIS AGREEMENT, CUSTOMER ACKNOWLEDGES CUSTOMER'S SOLE REMEDY AGAINST CUMMINS FOR ANY LOSS SHALL BE THE REMEDY PROVIDED HEREIN.

7. INDEMNITY. Customer shall indemnify, defend and hold harmless Cummins from and against any and all claims, actions, costs, expenses, damages and liabilities, including reasonable attorneys' fees, brought against or incurred by Cummins related to or arising out of this Agreement or the Services supplied under this Agreement (collectively, the ("Claims"), where such Claims were caused or contributed to by, in whole or in part, the acts, omissions, fault or negligence of the Customer. Customer shall present any Claims covered by this indemnity to its insurance carrier unless Cummins directs that the defense will be handled by Cummins' legal counsel at Customer's expense.

8. CONFIDENTIALITY. Each party shall keep confidential any information received from the other that is not generally known to the public and at the time of disclosure, would reasonably be understood by the receiving party to be proprietary or confidential, whether disclosed in oral, written, visual, electronic or other form, and which the receiving party (or agents) learns in connection with this Agreement including, but not limited to: (a) business plans, strategies, sales, projects and analyses; (b) financial information, pricing, and fee structures; (c) business processes, methods and models; (d) employee and supplier information; (e) specifications; and (f) the terms and conditions of this Agreement. Each party shall take necessary steps to ensure compliance with this provision by its employees and agents.

9. GOVERNING LAW. This Agreement and all matters arising hereunder shall be governed by and construed in accordance with the laws of the State of Indiana without giving effect to any choice or conflict of law provision. The parties agree that the courts of the State of Indiana shall have exclusive jurisdiction to settle any dispute or claim arising in connection with this Agreement.

10. INSURANCE. Upon Customer's request, Cummins will provide to Customer a Certificate of Insurance evidencing Cummins' relevant insurance coverage.

11. ASSIGNMENT. This Agreement shall be binding on the parties and their successors and assigns. Customer shall not assign this Agreement without the prior written consent of Cummins.

12. INTELLECTUAL PROPERTY. Any intellectual property rights created by either party, whether independently or jointly, in the course of the performance of this Agreement or otherwise related to Cummins pre-existing intellectual property or subject matter related thereto, shall be Cummins' property. Customer agrees to assign, and does hereby assign, all right, title, and interest to such intellectual property to Cummins. Any Cummins pre-existing intellectual property shall remain Cummins' property. Nothing in this Agreement shall be deemed to have given Customer a licence or any other rights to use any of the intellectual property rights of Cummins.

13. MISCELLANEOUS. Cummins shall be an independent contractor with respect to the Services performed under this Agreement. All notices under this Agreement shall be in writing and be delivered personally, mailed via first class certified or registered mail, or sent by a nationally recognized express courier service to the addresses set forth in the Quote. No amendment of this Agreement shall be valid unless it is writing and signed by the parties hereto. Failure of either party to require performance by the other party of any provision hereof shall in no way affect the right to require such performance at any time thereafter, nor shall the waiver by a party of a breach of any of the provisions hereof constitute a waiver of any succeeding breach. Any provision of this Agreement that is invalid or unenforceable shall not affect the validity or enforceability of the remaining terms hereof.

14. ON-CALL SERVICES. Upon Customer's request, Cummins shall provide on-call services (repair, emergency work or other) on the Equipment ("On-call Services"). Any On-call Services shall be invoiced to the Customer at the Cummins current hour rate (including traveling) and shall be governed by the terms and conditions of this Agreement.

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Sales and Service

Generator Planned Maintenance Scope of Services

The following items are included in a typical Planned Maintenance Agreement (PMA):

Scheduled Checks

Cooling System
- Radiator air restriction
- Condition of hoses and connection leaks
- Antifreeze and coolant conditioner concentration
- Condition and tension of belts
- Ensure motor-operated louvers are working properly
- Pressure Testing

Air intake System
- Visually check for leaks, holes, and loose connections/clamps

Exhaust System
- Visually check for leaks and restrictions
- Drain condensation trap

Electrical System
- Review meters for proper operation
- Specific gravity of battery liquid

Fuel System
- Proper fuel levels
- Fuel transfer pump

Annual Checks

Maintenance
- Change oil
- Oil sample (optional)
- Change filters
- Disposal of used oil and filters

Diesel Engine Checks
- Starter and all wiring
- Oil and coolant levels

Generator
- End bearing
- A.C. wiring
- Exciter stator
- Overspeed switch
- Cooling air
- Breakers

Engine Running
- Oil Pressure
- Leaks
- Alternator output
- Alarm
- Record A.C. output
- Frequency
- Amps under load

Intake and Exhaust Check
- Air cleaner
- Turbocharger
- Muffler and traps
- Leaks
- Breather
- Flex pipe
- Rain cap

Natural Gas and Gasoline Engine Checks
- Spark plugs
- Distributor wires
- Points and condenser
- Cap and rotor
- Starter and all wiring
- Oil and coolant levels

Controls
- Voltage regulator
- Wiring and relays
- Engine monitors
- Bulbs

Coolant System Check Only
- Antifreeze
- Radiator and cap
- Hoses and heater
- Belts and tension
- Louvers
- Coolant sample (optional)
- Leaks
- DCA level

Transfer Switch
- Time delays (adjust as needed)
- Exerciser clock (reset as needed)
- Clean cabinet
- Building load test (if permitted)

Fuel System
- Leaks
- Day tank - float switch pump
- Governor linkage
- Check for water in system

Semi Annual Checks

Battery and Charger
- Specific gravity test
- Clean corrosion as needed
- Adjust charger output as needed

Request Service: **1-800-CUMMINS**
salesandservice.cummins.com

Sales and Service

5/27/2020

CITY OF OAKLEY
3231 MAIN ST
OAKLEY, CA 94561
RE: Planned Maintenance Proposal

Dear Kevin Rohani,

Cummins Sales and Service is a premier engine and power generation systems provider committed to delivering fast and proven solutions to our customers. We are pleased to offer you a Planned Maintenance Proposal for your review and approval. Due to the critical nature of your standby power system, this Agreement was developed based on your specific needs and equipment to ensure maximum performance and reliability.

Benefits of Planned Maintenance

- Improves system reliability.
- Maintenance performed by certified technicians specifically trained in power generation.
- PM customers receive preferred service for unscheduled emergency repairs.
- Creation of a service record for customer equipment.
- Additional maintenance recommendations documented at that time.
- Scheduling managed by Cummins Sales and Service to ensure timely maintenance intervals.
- Eliminates administrative burden, covers equipment from multiple vendors.

Please sign, date and return the enclosed Agreement to our office along with any purchase documentation necessary so we can tend to your servicing needs. Should you have any questions or require additional information on any subject relating to your equipment, please feel free to contact me. We look forward to the opportunity to earn your trust and business.

Sincerely,

Drew McCaffery

Drew McCaffery
Territory Manager
Office: 510-614-5151
Cell: (510) 566-4658
Email: drew.mccaffery@cummins.com

Sales and Service

Cummins Inc.
1950 Burroughs Ave
San Leandro, CA 94577
Phone: (510) 351-6101
Fax: (510) 895-5808

PLANNED EQUIPMENT MAINTENANCE AGREEMENT

Customer Address	Customer Contact		Quote Information	
CITY OF OAKLEY	Name:	Kevin Rohani	Quote Date:	5/27/2020
3231 MAIN ST	Phone:	(925) 625-7003	Quote Expires:	7/26/2020
OAKLEY, CA 94561	Cell:		Quote ID:	QT-7514
Customer #: 968324	Fax:	(925) 625-9194	Quoted By:	Drew McCaffery
Payment Type: Pay As You Go	E-mail:	rohani@cioakley.ca.us	Quote Term:	5 Year

Site Name:Cypress Grove

(34 Crane Ct Oakley CA 94561)

Unit Name:	Cypress Grove
Make:	Generac
Model:	SD300
S/N:	TBD
Size:	300kW
ATS Qty:	1
Notes:	

Year	Month of 1st Service	Service Type	Qty	Sell Price	Extended Price
1	July	Inspection	11	$580.20	$6,382.20
1	July	Full Service	1	$1,630.97	$1,630.97
1	June	Loadbank (2 Hrs)	1	$1,099.98	$1,099.98
				Year 1 Total:	$9,113.15
2	July	Inspection	11	$593.15	$6,524.65
2	July	Full Service	1	$1,670.99	$1,670.99
2	June	Loadbank (2 Hrs)	1	$1,121.02	$1,121.02
				Year 2 Total:	$9,316.66

The following riders are included for this unit on this quote:
With Full Service: Coolant Analysis - CL2P (Basic), Fuel Cleanliness - DFCLP (Basic), Oil Analysis - AMP (Advanced)

Total Original Amount:	**$20,477.57**
Discount:	**($2,047.76)**
Total Agreement Amount:*	**$18,429.81**

Quote does not include applicable taxes

Sales and Service

Cummins Inc.
1950 Burroughs Ave
San Leandro, CA 94577
Phone: (510) 351-6101

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Total Original Amount:	**$20,477.57**
Discount:	**($2,047.76)**
Total Agreement Amount:*	**$18,429.81**

Quote does not include applicable taxes

Comment:

PERFORM ANNUAL FULL SERVICE; CHANGE OIL, REPLACE OIL FILTER(S), FUEL FILTER(S) AND WATER FILTER(S). INSPECT AIR FILTER(S); INSPECT AND TEST TRANSFER SWITCH. TAKE OIL, COOLANT & FUEL SAMPLE FOR ANALYSIS, TEST COOLANT FOR CONDITION, TEST FUEL TANK SAFETIES.

PERFORM ANNUAL 2-HOUR LOAD BANK TEST PER NFPA 110; VISUALLY INSPECT AND TEST TRANSFER SWITCH AND TEST SAFETIES.

PERFORM MONTHLY INSPECTIONS , RUN GENERATOR FOR 30 MINUTES COMPLETE INSPECTION, UPDATE LOG BOOK

ALL WORK TO BE PERFORMED DURING REGULAR BUSINESS HOURS (07:00 AM TO 04:30 PM) MONDAY THROUGH FRIDAY.

THIS AGREEMENT SHALL REMAIN IN EFFECT UNLESS TERMINATED BY EITHER PARTY WITH A 30-DAY WRITTEN NOTICE.

PLEASE SEE ATTACHMENT "A" WHICH IS MADE A PART HEROF.

Total Agreement Amount Does Not Include Applicable Taxes. Please Email PMTEAM@cummins.com for invoice total prior to sending payment.

Selection Required for Load Bank Test
Readings will be taken every 15 minutes, unless otherwise specified.
*If no selection is made, we will perform this option by default

☐ *30% of the EPS nameplate kW rating for 30 minutes, followed by 50% of the EPS nameplate kW rating for 30 minutes, followed by 75% of the EPS nameplate kW rating for 60 minutes for a total of 2 continuous hours

☐ 80% of the EPS nameplate kW rating for 2 continuous hours

☐ Other – Please Specify _____

Please return signed agreement to:
Cummins Sales and Service
3061 S. Riverside Ave.
Bloomington, CA 92316
Fax: (909) 879-8236
Email: PMTEAM@cummins.com

Seller hereby agrees to sell to Buyer, and Buyer hereby agrees to buy from Seller, the foregoing products/services upon the terms and conditions set forth in the "Planned Equipment Maintenance Agreement Terms and Conditions" attached hereto, which are hereby incorporated herein by reference.

Customer Approval (Quote ID QT-7514)	Cummins Inc. Approval
Signature: _____	Signature: _____
Date: _____	Date: _____

PLANNED MAINTENANCE AGREEMENT TERMS AND CONDITIONS

These Planned Maintenance Agreement Terms and Conditions, together with the Quote on the front side and the Scope of Services, are hereinafter referred to as this "Agreement" and shall constitute the entire agreement between the customer identified in the Quote ("Customer") and Cummins Inc. ("Cummins") and supersede any previous agreement or understanding (oral or written) between the parties with respect to the subject matter of this Agreement. No prior inconsistent course of dealing, course of performance, or usage of trade, if any, constitutes a waiver of or serves to explain or interpret this Agreement. Electronic transactions between Customer and Cummins will be solely governed by this Agreement, and any terms and conditions on Customer's website or other internet site will be null and void and of no legal effect on Cummins. In the event Customer delivers, references, incorporates by reference, or produces any purchase order or document, any terms and conditions related thereto shall be null and void and of no legal effect on Cummins.

1. SCOPE OF SERVICES; PERFORMANCE OF SERVICES. Cummins shall perform the maintenance ("Services") on the equipment identified in the Quote ("Equipment") in accordance with the schedule specified in the Quote. The Services include those services defined in the "Service Event" section of the Quote. No additional services or materials are included in this Agreement unless agreed upon by the parties in writing. Unless otherwise indicated in the Quote, Cummins will provide the labor and tools necessary to perform the Services and shall keep Customer's property free from accumulation of waste materials caused by Cummins' operations. Either party may terminate this Agreement with or without cause by providing thirty (30) days written notice to the other.

2. CUSTOMER OBLIGATIONS. Customer shall provide Cummins safe access to Customer's site and arrange for all related services and utilities necessary for Cummins to perform the Services. During the performance of the Services, Customer shall fully and completely secure all or any part of any facility where the Equipment is located to remove and mitigate any and all safety issues and risks, including but not limited to facility occupants, customers, invitees, or any third party and or property damage or work interruption arising out of the Services. Customer shall make all necessary arrangement to address and mitigate the consequences of any electrical service interruption which might occur during the Services. CUSTOMER IS RESPONSIBLE FOR OPERATING AND MAINTAINING THE EQUIPMENT IN ACCORDANCE WITH THE OWNER'S MANUAL FOR THE EQUIPMENT.

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Sales and Service

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- Check for water in system

Semi Annual Checks

Battery and Charger
- Specific gravity test
- Clean corrosion as needed
- Adjust charger output as needed

Request Service: **1-800-CUMMINS**
salesandservice.cummins.com

RESOLUTION NO. - 20

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OAKLEY APPROVING THE ON-CALL SERVICES AGREEMENT WITH CUMMINS, INC. FOR ON-CALL MAINTENANCE AND REPAIR SERVICES TO CITY EMERGENCY GENERATORS AND AUTHORIZING THE CITY MANAGER TO EXECUTE SAID AGREEMENT

WHEREAS, the City of Oakley Public Works and Engineering Department is responsible for the repair and maintenance of City owned facilities and infrastructure including the emergency generators; and

WHEREAS, the scope and magnitude for many of the maintenance needs are larger than what City staff can safely perform or have the expertise to do so; and

WHEREAS, Cummins, Inc. has the unique expertise in manufacturing, servicing, and operation of emergency generators, and has a solid track record in providing similar service to municipalities; and

WHEREAS, the award of the agreement is exempt from competitive bidding under Section 3.6.010 of the Oakley Municipal Code paragraph 8) which provides an exception for competitive bidding "*For maintenance and repair of buildings and facilities*"; and

NOW, THEREFORE, BE IT RESOLVED AND ORDERED, by the City Council of the City of Oakley that the On-Call Services Proposal attached hereto as **Exhibit A** with Cummins, Inc. for maintenance and repair services to City Emergency Generators for FY 2020/21 and FY 2021/22 for an amount not to exceed $40,000.00 per fiscal year is hereby approved and the City Manager is authorized to execute an agreement.

BE IT FURTHER RESOLVED AND ORDERED, if at the end of the term the services have been performed satisfactorily the City Manager has the discretion to approve an extension of the agreement to June 30, 2024 under the same terms as the original agreement.

PASSED AND ADOPTED by the City Council of the City of Oakley at a meeting held on this 9th day of June, 2020 by the following vote:

AYES:
NOES:
ABSENT:
ABSTENTIONS:

APPROVED:

_____
Kevin Romick, Mayor

ATTEST:

_____
Libby Vreonis, City Clerk

_____
Date

OAKLEY
CALIFORNIA

STAFF REPORT

DATE: June 09, 2020

TO: Bryan Montgomery, City Manager *Approved and Forwarded to the City Council*

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

SUBJECT: Consent Agreement with the Contra Costa Water District Regarding Subdivision 9507, The Vines at Oakley Road (2371 Oakley Road - APN 041-100-035)

Background and Analysis

On September 10, 2019 the City Council adopted Resolution 106-19 conditionally approving the tentative map for Subdivision 9507, a 63 single family residential subdivision located at 2371 Oakley Road. Condition of Approval number 64.C.1 requires frontage improvements to be constructed along Oakley Road. An existing 15-inch irrigation lateral and associated easement owned by the United States Bureau of Reclamation and operated by the Contra Costa Water District (CCWD) is located just outside of the existing pavement but within the ultimate frontage improvements.

The developer, Meritage Homes of California, Inc., is currently constructing the project, and CCWD is requiring the developer to reconstruct the irrigation lateral within the easement, but in a different alignment. Since the irrigation lateral and roadway will coexist, CCWD is requesting that the City enter into a consent agreement that establishes the roles and responsibilities of each agency. The agreement is generally neutral in that it requires the agency requesting the relocation of the lateral to bear the costs of the relocation, and if the lateral damages the roadway or vice versa the agency whose facility causes the damage will fund the respective repairs.

A similar Consent Agreement was executed east of this irrigation waterline during the development of the Beldin Estates Subdivision.

Fiscal Impact

There is no fiscal impact associated with this action.

Staff Recommendation

Staff recommends that the City Council adopt the resolution authorizing the City Manager to enter into a Consent Agreement with the Contra Costa Water District associated with The Vines Subdivision 9507.

Attachments

1) Resolution
2) Consent Agreement

RESOLUTION NO. __-20

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OAKLEY, CALIFORNIA, AUTHORIZING THE CITY MANAGER TO EXECUTE A CONSENT AGREEMENT WITH THE CONTRA COSTA WATER DISTRICT REGARDING THE VINES SUBDIVISION 9507

WHEREAS, Subdivision 9507 was approved by the City Council on September 10, 2019 by Resolution Number 106-19; and

WHEREAS, Condition of Approval number 76 of Subdivision 9507 requires the dedications of additional right of way and public utility easement on Oakley Road; and

WHEREAS, Condition of Approval number 64.C.1 of Subdivision 9507 requires the construction of frontage improvements along the Oakley Road frontage of the project; and

WHEREAS, on December 20, 1952, the United States Bureau of Reclamation acquired a 16-foot wide easement to construct and maintain pipeline(s) and appurtenance pipeline facilities, commonly known as Lateral 6.2-1.0, recorded August 10, 1953 in Book 2171, Page 312 of Contra Costa County, State of California official records; and

WHEREAS, the City of Oakley has requested the Contra Costa Water District to grant consent on a portion of the easement for the construction, operation, maintenance of a roadway and utilities; and

WHEREAS, Contra Costa Water District has agreed that a consent agreement be entered into regarding the co-existence of the street improvements and irrigation lateral adjacent to Subdivision 9507 that defines each agencies' responsibility,

NOW, THEREFORE, BE IT RESOLVED AND ORDERED, by the City Council of the City of Oakley that the City Manager is hereby authorized to execute the Consent Agreement with Contra Costa Water District regarding The Vines Subdivision 9507.

PASSED AND ADOPTED by the City Council of the City of Oakley at a meeting held on the 9th of June, 2020 by the following vote:

AYES:
NOES:
ABSENT:
ABSTENTIONS:

APPROVED:

ATTEST: _____
Kevin Romick, Mayor

_____ _____
Libby Vreonis, City Clerk Date

CONSENT AGREEMENT

THIS CONSENT AGREEMENT ("Agreement") is made effective as of _____, 2020, by and among the Contra Costa Water District ("CCWD") and the City of Oakley ("City").

R E C I T A L S

A. On February 18, 1953, the United States Bureau of Reclamation ("United States") acquired a 16-foot wide easement to construct and maintain pipeline(s) and appurtenant pipeline facilities, commonly known as Lateral 6.2, recorded October 26, 1953, in Book 2214, Page 50 in Contra Costa County Official Records. The Lateral 6.2 Easement is a portion of the Contra Costa Canal System, which is a unit of the Central Valley System.

B. Under that certain Memorandum of Agreement ("Contract Number 14-06-200-6072A") dated June 28, 1972 relating to details of the Transfer of Operation and Maintenance of the Contra Costa Canal System as amended by Amendment No. 1, dated May 15, 1995, the CCWD operates and maintains the Contra Costa Canal System, including Lateral 6.2 and appurtenant pipeline facilities.

C. City has requested that CCWD grant its consent on a portion of the Lateral 6.2 easement for City's construction, operation, use, maintenance, repair, and replacement of a roadway and appurtenant utilities, in order for City to widen a portion of Oakley Rd along the north border of Contra Costa County Assessor's Parcel Number 041-100-035 ("Vines at Oakley Subdivision"). CCWD, on behalf of itself and the United States, has determined that the use of said land as proposed is, at this time, not incompatible with the purpose for which the land was acquired and is being administered.

D. CCWD is willing to allow City to so enter upon, construct, operate, use, maintain, repair, and replace a roadway (Oakley Road) and appurtenant utilities in, on, along, across, and through the land acquired for the Contra Costa Canal System Lateral 6.2 as depicted in **Exhibit "A"** attached hereto and made a part hereof. The roadway is known as Oakley Road and is depicted in **Exhibit "A"** attached hereto.

Now therefore, CCWD and the City do hereby agree:

1. The Recitals set forth above are incorporated into and are made a part of this Consent Agreement.

2. CCWD hereby grants its consent to the City to enter upon and construct, operate, use, maintain, repair and replace a roadway (Oakley Road) and appurtenant utilities in, on, along, across, and through the land acquired for the Contra Costa Canal System Lateral 6.2 as depicted in Exhibit "A".

3. If the United States, or CCWD, requires relocation of Lateral 6.2 or any surface or subsurface appurtenant pipeline facilities, then CCWD agrees, on behalf of itself and the United States, to either relocate the lateral or facilities at its own, or the United States, expense, or to reimburse City for the costs of the relocation, including the cost of restoring the roadway to the same or similar condition as prior to the relocation.

   Since the rights of the United States are prior in time and superior to those of City, if City desires to undertake any work or other activity that would require relocation of Lateral 6.2 or any surface or subsurface appurtenant pipeline facilities, then City shall request permission to undertake such work or other activity in writing. If permission is granted to City, it shall be on condition that City deposit, in advance, the costs of such relocation as estimated by the United States or CCWD, and City shall thereafter promptly reimburse CCWD or the United States for any costs of relocation in excess of the amount deposited.

4. If a defect in the Lateral 6.2, unrelated to the uses for which this Consent Agreement has been requested, results in a leak or which otherwise damages City's roadway or appurtenant utilities, CCWD shall reimburse City the costs of repairing the portion of the roadway or appurtenant utilities damaged thereby to the same or similar condition as prior to the damage.

5. If the construction, operation, use, maintenance, repair, or replacement of the roadway damages Lateral 6.2 or any appurtenant pipeline facilities, City will reimburse CCWD or United States for the full costs of repairing any and all damages resulting therefrom, including any damage to the roadway or appurtenant utilities.

6. The Parties will coordinate and permit work in the easement area according to and in compliance with each Party's standard policies. The City and CCWD agree to waive any and all encroachment permit and inspection fees when either Party does or plans to do construction, maintenance, repair, or replacement work in the easement area, except in the circumstances described in Paragraph 2 and Paragraph 3 above.

7. City agrees to indemnify and hold harmless the United States and its agents and employees, and CCWD and its Directors, employees, agents, and contractors from any loss or damage and from any liability on account of personal injury, death, or property damage, or claims for personal injury, death, or property damage of any nature caused by any person, firm, or corporation authorized to act on behalf of City with regard to City's activities as described in this Consent Agreement.

The provisions of this Consent Agreement shall apply to and bind the successors and assigns of the parties thereto and shall constitute covenants running with the land.

IN WITNESS WHEREOF, the Parties have caused this Consent Agreement to be duly executed the day and year first herein above written.

City of Oakley:

_____

City Manager

Contra Costa Water District:

_____

Jeff Quimby
Assistant General Manager

EXHIBIT "A"

PENDING W/HUAN – CCWD ENGINEERING DEPT.

OAKLEY
CALIFORNIA

STAFF REPORT

DATE: June 9, 2020

TO: Bryan Montgomery, City Manager *Approved and Forwarded to the City Council*

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

SUBJECT: Creating Zone 175 within the Oakley Special Police Tax Area consisting of the 5433 Neroly Road Chevron project (APNs 051-220-052 and 054)

Background and Analysis

On November 13, 2018, the City Council adopted a resolution approving the 5433 Neroly Road Chevron project's Conditional Use Permits (CUP 01-18) and Design Review (DR 01-18) for approval of a new 4,605 sf. convenience store and a 1,500 sf. restaurant with drive-thru, a fueling island, and a car wash. The existing gas station, fuel pumps, fuel canopy, warehouse building, and other related site improvements will be demolished. The project is currently comprised of APNs 051-220-052 and 054.

The Conditions of Approval for the 5433 Neroly Road Chevron project require the developer to mitigate the financial impact that their project has on the City's police services budget. The City of Oakley previously formed the Oakley Special Police Tax Area District that authorizes the levy of an annual special tax on parcels to mitigate their financial impact to the City's police services budget. The developer for the 5433 Neroly Road Chevron project has requested that the City assist with annexing APNs 051-220-052 and 054 into the Oakley Special Police Tax Area to satisfy their conditions of approval.

Beginning May 2016, the City established its own police department and no longer contracts with the Sheriff's office to provide public safety. In order to ensure that revenue grows at a rate sufficient to cover the cost of providing police services, City Council approved Resolution No. 113-16 on July 12, 2016 that allows for an adjustment in the annual tax per parcel by the increase in the Consumer Price Index for all Urban Consumers for the San Francisco-Oakland-Bay Area to become effective July 1, 2016. Adoption of the attached resolution and introduction of the attached ordinance will set an election date for July 9, 2020, which shall be conducted by the City Clerk via a mail ballot election. The vote will then be ratified at the July 14, 2020 regular City Council meeting, and the ordinance will take effect at that time assuming a favorable vote.

Fiscal Impact

There will be no financial impact to the City's General Fund. The applicants have funded all costs associated with the annexation of Zone 175 to the Oakley Special Police Tax Area. The FY 2020-21 special tax rate for Service Stations, Car Wash parcels is $2,258.20/parcel. Therefore, successful creation of the Zone is expected to provide up to $2,258.20 (in FY 2020-21 dollars) in revenue annually at build-out. The taxes can be collected on the property tax rolls commencing in FY 2021-22.

Staff Recommendation

The conditions of approval for the 5433 Neroly Road Chevron project requires the developer to mitigate their financial impact on the police services budget. Adoption of this Resolution and Ordinance will set an election to be held on July 9, 2020. The election will then be ratified at the July 14, 2020 regular City Council meeting. Staff recommends that the City Council:

1. Adopt the Resolution Creating Zone 175 within the Oakley Special Police Tax Area consisting of the 5433 Neroly Road Chevron project (APNs 051-220-052 and 054); and
2. Introduce the Ordinance establishing a special tax for police protection.

Attachments

1) Resolution Creating Oakley Special Police Tax Zone 175
    1) Exhibit A - Diagram
2) Ordinance Establishing a Special Tax
    1) Exhibit A – Diagram
    2) Exhibit B – Schedule for Police Service Tax

CITY OF OAKLEY

RESOLUTION NO. ___-20

A RESOLUTION CREATING OAKLEY SPECIAL POLICE TAX AREA ZONE 175 WITHIN THE OAKLEY SPECIAL POLICE TAX AREA FOR THE 5433 NEROLY ROAD CHEVRON PROJECT (APNs 051-220-052 and 054) TO ESTABLISH A SPECIAL TAX FOR POLICE PROTECTION SERVICES

WHEREAS, it is the intention of the City Council to create Oakley Special Police Tax Area Zone 175 (Zone 175) within the Oakley Special Police Tax Area and authorize an election; and

WHEREAS, it is the intention of the City Council to adopt an ordinance establishing a special tax for police services within Zone 175; and

WHEREAS, the City recognizes the need for increased police protection services within Zone 175 and the difficulty of funding the current or increased level of police services with revenues now available; and

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

WHEREAS, On November 13, 2018, the City Council adopted a resolution approving the 5433 Neroly Road Chevron project's Conditional Use Permits (CUP 01-18) and Design Review (DR 01-18) for approval of a new 4,605 sf. convenience store and a 1,500 sf. restaurant with drive-thru, a fueling island, and a car wash and is currently comprised of APNs 051-220-052 and 054. The Conditions of Approval for the 5433 Neroly Road Chevron project require the developer to mitigate the financial impact that their development project has on the City's police services budget. The City of Oakley previously formed the Oakley Special Police Tax Area District that authorizes the levy of an annual special tax on parcels to mitigate their financial impact to the City's police services budget. The developer for the 5433 Neroly Road Chevron project has requested that the City assist with annexing APNs 051-220-052 and 054 into the Oakley Special Police Tax Area to satisfy their conditions of approval. The initial annual special tax rate for Service Stations, Car Wash is $2,258.20/parcel (FY 2020-21 rates) per the rate schedule that was adopted by the City Council on July 12, 2016, by Resolution No. 113-16; and

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

WHEREAS, under Government Code section 53978 and for the purposes of this Resolution, a "voter" entitled to vote on the creation of Zone 175 is a person who owns

real property within Zone 175 at the time Ordinance No. __ is adopted, as shown on the last equalized assessment roll prepared by the Contra Costa County Assessor's Office.

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

1. All of the City of Oakley shall be considered as the Oakley Special Police Tax Area.

2. That portion of the City of Oakley shown on the plats titled Exhibit "A" is established as Zone 175 of the Oakley Special Police Tax Area.

3. That Ordinance No. ___ introduced this date is to be presented for approval of the voters of Zone 175 by a mail ballot election, to be held on July 9, 2020. The ballot proposition shall read as follows:

   "Shall Ordinance No. __ of the City Council of the City of Oakley be approved so as to authorize a special tax on property located in Zone 175 of the Oakley Special Police Tax Area to maintain the present level of police protection service and provide additional funding for increased police protection service? The initial annual special tax rate for County use code 35 (Service Stations, Car Wash) is $2,258.20 per parcel and $564.55 per vacant parcel per the current FY 2020-21 rate schedule"

4. The City Clerk is directed to take all steps necessary to conduct the election required by this order. Said election shall be conducted by mailed ballot pursuant to Elections Code Section 4000 and shall be held on a date other than the same date as a statewide direct primary election on statewide general election as specified above.

5. Zone 175 of the Oakley Special Police Tax Area shall not be created, and the tax authorized in Ordinance No. __ shall not be imposed if the Ordinance is not approved by two-thirds of the voters participating in the election called in Ordinance No. __.

PASSED AND ADOPTED by the City Council of the City of Oakley at a meeting held on June 9, 2020 by the following vote:

AYES:
NOES:
ABSENT:
ABSTENTIONS:

APPROVED:

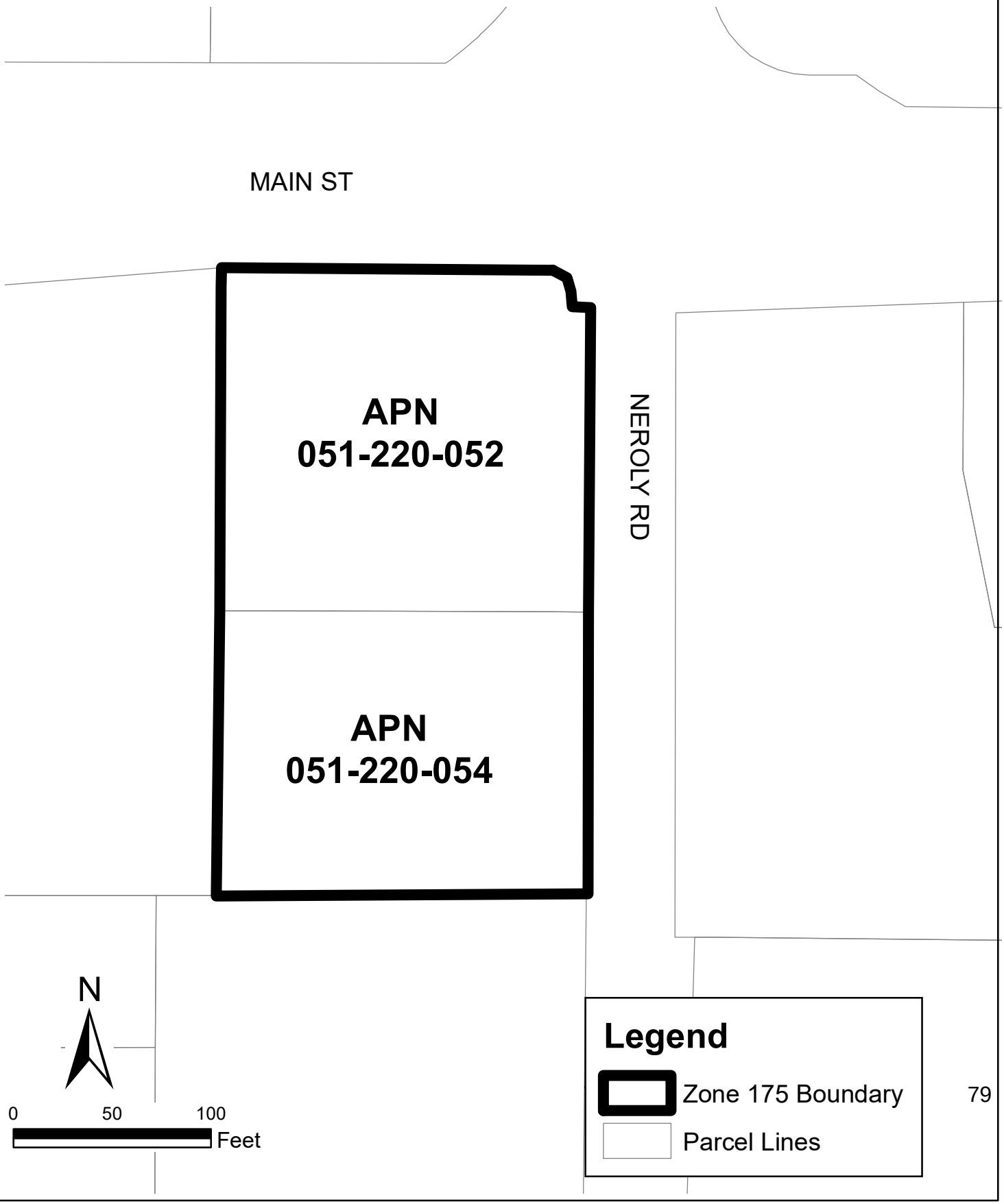
_____
Kevin Romick, Mayor

ATTEST:

_____ _____

Libby Vreonis, City Clerk Date

EXHIBIT A - BOUNDARY MAP
CITY OF OAKLEY SPECIAL POLICE TAX AREA ZONE 175
CITY OF OAKLEY
COUNTY OF CONTRA COSTA, STATE OF CALIFORNIA



CITY OF OAKLEY

ORDINANCE NO. __-20

AN ORDINANCE OF THE CITY OF OAKLEY ESTABLISHING OAKLEY SPECIAL POLICE TAX AREA ZONE 175 WITHIN THE OAKLEY SPECIAL POLICE TAX AREA FOR A SPECIAL TAX FOR POLICE PROTECTION SERVICES FOR THE 5433 NEROLY ROAD CHEVRON PROJECT (APNs 051-220-052 and 054)

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

Section 1. Purpose, Intent and Authority.

It is the purpose and intent of this Ordinance to authorize the levy of a special tax on Assessor Parcel Numbers 051-220-052 and 054 of real property on the secured property tax roll of Contra Costa County that is within Oakley Special Police Tax Area Zone 175 of the Oakley Special Police Tax Area in order to provide funding for police protection to serve the property and persons within said Zone.

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

The revenues raised by this tax are to be used solely for the purposes of obtaining, furnishing, operating, and maintaining police protection equipment or apparatus, for paying the salaries and benefits of police protection personnel, and for such other police protection service expenses as are deemed necessary for the benefit of the residents of Zone 175.

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

Section 2. Definitions.

The following definitions shall apply throughout this Ordinance.

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

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

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

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

D. Oakley Special Police Tax Area Zone 175 (hereinafter called "Zone") means that portion of the incorporated area of the City of Oakley located within the boundaries as shown on the map Exhibit A hereto.

E. "Parcel" means the land and any improvements thereon, designated by an assessor's parcel map and parcel number and carried on the secured property tax roll of Contra Costa County. For the purposes of this Ordinance, parcel does not include any land or improvements outside the boundaries of Zone 175, nor any land or improvements owned by any governmental entity.

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

Section 3. Amount and Level of Taxes.

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

A. For First Fiscal Year:

The tax per year for the first fiscal year (July 1, 2020 through June 30, 2021) shall be the amount of Tax Per Parcel for a Property Use Code Category as set forth on Exhibit B hereto. If any new development, including new residential units, is completed prior to the tax being effective for the first fiscal year, the owner of the Parcel, as shown on the latest assessment roll, shall pay the tax for the remainder of such fiscal year on a pro-rated basis to the City, no later than receipt of Certificate of Occupancy or final building permit inspection.

B. For Subsequent Fiscal Year:

The tax rates shown in Exhibit B shall be automatically adjusted on July 1 of each year, beginning on July 1, 2021 by the increase in the Consumer Price Index for all Urban Consumers for the San Francisco-Oakland Bay Area and applying that rate to the prior year amounts for each property use code category. However, the City Council reserves the right to itself the opportunity to adjust the rate in the following year if the CPI adjustment is insufficient to reimburse the City for the costs of providing levels of police services as approved by the City Council.

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

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

Section 4. Collection and Administration.

A. Taxes as Liens Against the Property.

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

B. Collection.

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

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

C. Costs of Administration by County.

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

Section 5. Severability Clause.

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

Section 6. Effective Date and Posting.

This Ordinance shall take effect immediately upon its confirmation by two-thirds of the voters voting within the Zone in an election to be held on July 9, 2020 so that taxes shall first be collected hereunder for the tax year beginning July 1, 2020. If not confirmed by two-thirds of the voters participating in the election, this Ordinance and the tax approved herein shall not become effective.

The foregoing ordinance was adopted with the reading waived at a regular meeting of the Oakley City Council on July 14, 2020 by the following vote:

AYES:
NOES:
ABSENT:
ABSTENTIONS:

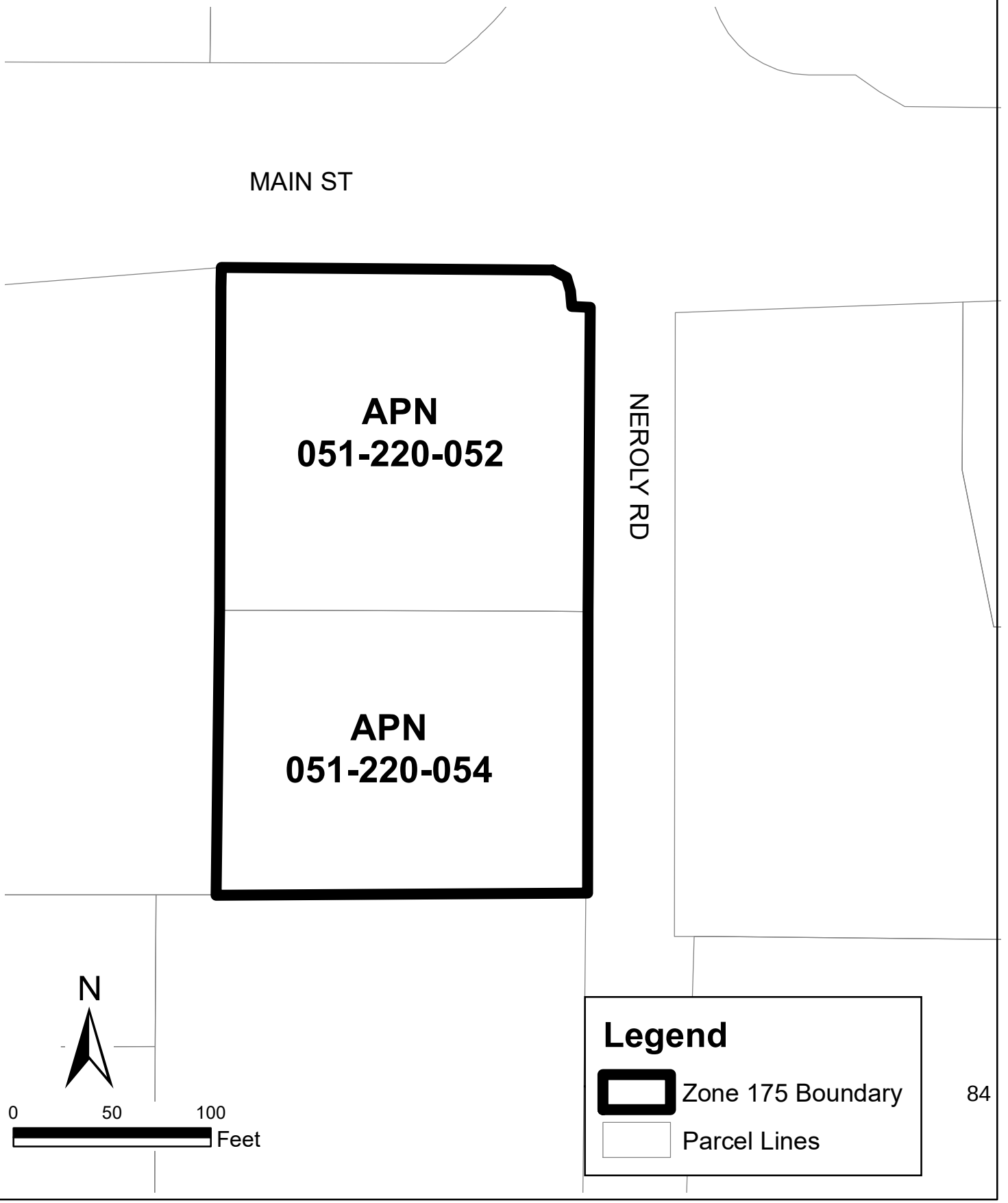
APPROVED:

_____
Kevin Romick, Mayor

ATTEST:

_____ _____
Libby Vreonis, City Clerk Date

EXHIBIT A - BOUNDARY MAP
CITY OF OAKLEY SPECIAL POLICE TAX AREA ZONE 175
CITY OF OAKLEY
COUNTY OF CONTRA COSTA, STATE OF CALIFORNIA



CITY OF OAKLEY SCHEDULE FOR POLICE SERVICE TAX
FOR FISCAL YEAR 2020/2021

PROPERTY USE CODE CATEGORY	DESCRIPTION	FY19/20 TAX PER PARCEL	FY20/21 TAX PER PARCEL
11	Single Family Residence – 1res., 1 site	$1,116.70	$1,129.10
12	Single Family Residence – 1 res., 2 or more sites	$1,116.70	$1,129.10
13	Single Family Residence – 2 res., on 1 or more sites	$1,786.72	$1,806.56
14	Single Family Residence – other than single fam. Land	$1,116.70	$1,129.10
15	Misc. Improvements – 1 site	$1,116.70	$1,129.10
16	Misc. Improvements – 2 or more sites	$1,116.70	$1,129.10
17	Vacant – 1 site	$558.35	$564.55
18	Vacant – 2 or more sites	$558.35	$564.55
19	Single Family Residence – Det. W/common area	$1,116.70	$1,129.10
20	Vacant – Multiple	$558.35	$564.55
21	Duplex	$1,786.72	$1,806.56
22	Triplex	$2,680.08	$2,709.84
23	Fourplex	$3,573.44	$3,613.12
24	Combinations	$1,116.70	$1,129.10
25	Apartments (5 –12 Units)	$4,466.80	$4,516.40
26	Apartments (13 – 24 Units)	$11,613.68	$11,742.64
27	Apartments (25 – 59 Units)	$22,334.00	$22,582.00
28	Apartments (60+ units)	$53,601.60	$54,196.80
29	Attached PUDs: Cluster Homes, Condos, etc.	$1,116.70	$1,129.10
30	Vacant – Commercial	$558.35	$564.55
31	Commercial Stores – Not Supermarkets	$2,233.40	$2,258.20
32	Small Grocery Stores – (7-11, etc.)	$3,350.10	$3,387.30
33	Office Buildings	$2,233.40	$2,258.20
34	Medical, Dental	$2,233.40	$2,258.20
35	Service Stations, Car Wash	$2,233.40	$2,258.20
36	Garages	$2,233.40	$2,258.20
37	Community Facilities (Recreational, etc.)	$4,466.80	$4,516.40
38	Golf Courses	$2,233.40	$2,258.20
39	Bowling Alleys	$1,116.70	$1,129.10
40	Boat Harbors	$2,791.75	$2,822.75
41	Supermarkets – (not shopping centers)	$3,350.10	$3,387.30
42	Shopping Centers	$4,466.80	$4,516.40
43	Financial Buildings – (Ins., Title, Banks, S&L)	$1,116.70	$1,129.10
44	Motels, Hotels & Mobile Home Parks	$5,583.50	$5,645.50
45	Theaters	$2,512.58	$2,540.48
46	Drive-in Restaurants	$1,675.05	$1,693.65
47	Restaurants	$1,675.05	$1,693.65
48	Multiple & Commercial	$1,675.05	$1,693.65
49	New Car Agencies	$1,675.05	$1,693.65
50	Vacant Land (not part of Ind. Park or P. & D.)	$418.76	$423.41
51	Industrial Park	$3,350.10	$3,387.30
52	Research & Development	$1,675.05	$1,693.65
53	Light Industrial	$1,675.05	$1,693.65
54	Heavy Industrial	$1,675.05	$1,693.65
55	Mini Warehouses (public storage)	$3,350.10	$3,387.30
56	Misc. Improvements	$3,350.10	$3,387.30
61	Rural, Res., Improvement 1A-10A	$837.53	$846.83
62	Rural, w/or w/o structure 1A-10A	$837.53	$846.83
70	Convalescent Hospitals / Rest Homes	$1,675.05	$1,693.65
73	Hospitals	$1,675.05	$1,693.65
74	Cemeteries / Mortuaries	$1,675.05	$1,693.65
75	Fraternal & Service Organizations	$1,675.05	$1,693.65
76	Retirement Housing Complex	$5,583.50	$5,645.50
78	Parks & Playgrounds	$3,350.10	$3,387.30
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87	Common Area	$1,675.05	$1,693.65
88	Mobile Homes	$837.53	$846.83
89	Other (split parcels in different tax code areas)	$837.53	$846.83
99	Homeowner's Association Owned Common Areas	$670.02	$677.46

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

CALCULATION OF COST OF LIVING INCREASE	
Percent increase from FY 2019-20 in the San Francisco-Oakland-Bay Area Consumer Price Index for all Urban Consumers.	1.11%

STAFF REPORT

DATE: June 9, 2020

TO: Bryan Montgomery, City Manager *Approved and Forwarded to the City Council*

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

SUBJECT: Creating Zone 174 within the Oakley Special Police Tax Area consisting of the Oakley Business Center project located at 3807 Main St (APN 035-172-012)

Background and Analysis

On November 13, 2018, the City Council adopted a resolution approving the Oakley Business Center's Design Review (DR 02-18) to demolish a 2,400 sf. commercial building and re-facade a 6,250 sf. commercial building with new landscaping and a redesigned parking layout located at 3807 Main St (currently APN 035-172-012).

The Conditions of Approval for the Oakley Business Center project require the developer to mitigate the financial impact that their project has on the City's police services budget. The City of Oakley previously formed the Oakley Special Police Tax Area District that authorizes the levy of an annual special tax on parcels to mitigate their financial impact to the City's police services budget. The developer for the Oakley Business Center project has requested that the City assist with annexing APN 035-172-012 into the Oakley Special Police Tax Area to satisfy their conditions of approval.

Beginning May 2016, the City established its own police department and no longer contracts with the Sheriff's office to provide public safety. In order to ensure that revenue grows at a rate sufficient to cover the cost of providing police services, City Council approved Resolution No. 113-16 on July 12, 2016 that allows for an adjustment in the annual tax per parcel by the increase in the Consumer Price Index for all Urban Consumers for the San Francisco-Oakland-Bay Area to become effective July 1, 2016. Adoption of the attached resolution and introduction of the attached ordinance will set an election date for July 9, 2020, which shall be conducted by the City Clerk via a mail ballot election. The vote will then be ratified at the July 14, 2020 regular City Council meeting, and the ordinance will take effect at that time assuming a favorable vote.

Fiscal Impact

There will be no financial impact to the City's General Fund. The applicants have funded all costs associated with the annexation of Zone 174 to the Oakley Special Police Tax Area. The FY 2020-21 special tax rate for Commercial Stores – Not Supermarkets is $2,258.20/parcel. Therefore, successful creation of the Zone is expected to provide up to $2,258.20 (in FY 2020-21 dollars) in revenue annually at build-out. The taxes can be collected on the property tax rolls commencing in FY 2021-22.

Staff Recommendation

The conditions of approval for the Oakley Business Center project located at 3807 Main St requires the developer to mitigate their financial impact on the police services budget. Adoption of this Resolution and Ordinance will set an election to be held on July 9, 2020. The election will then be ratified at the July 14, 2020 regular City Council meeting. Staff recommends that the City Council:

1. Adopt the Resolution Creating Zone 174 within the Oakley Special Police Tax Area consisting of the Oakley Business Center project located at 3807 Main St (APN 035-172-012); and
2. Introduce the Ordinance establishing a special tax for police protection.

Attachments

1) Resolution Creating Oakley Special Police Tax Zone 174
    1) Exhibit A - Diagram
2) Ordinance Establishing a Special Tax
    1) Exhibit A – Diagram
    2) Exhibit B – Schedule for Police Service Tax

CITY OF OAKLEY

RESOLUTION NO. ___-20

A RESOLUTION CREATING OAKLEY SPECIAL POLICE TAX AREA ZONE 174 WITHIN THE OAKLEY SPECIAL POLICE TAX AREA FOR THE OAKLEY BUSINESS CENTER PROJECT LOCATED AT 3807 MAIN ST (APN 035-172-012) TO ESTABLISH A SPECIAL TAX FOR POLICE PROTECTION SERVICES

WHEREAS, it is the intention of the City Council to create Oakley Special Police Tax Area Zone 174 (Zone 174) within the Oakley Special Police Tax Area and authorize an election; and

WHEREAS, it is the intention of the City Council to adopt an ordinance establishing a special tax for police services within Zone 174; and

WHEREAS, the City recognizes the need for increased police protection services within Zone 174 and the difficulty of funding the current or increased level of police services with revenues now available; and

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

WHEREAS, On November 13, 2018, the City Council adopted a resolution approving the Oakley Business Center's Design Review (DR 02-18) to demolish a 2,400 sf. commercial building and re-facade a 6,250 sf. commercial building with new landscaping and a redesigned parking layout located at 3807 Main St (currently APN 035-172-012). The Conditions of Approval for the Oakley Business Center project require the developer to mitigate the financial impact that their development project has on the City's police services budget. The City of Oakley previously formed the Oakley Special Police Tax Area District that authorizes the levy of an annual special tax on parcels to mitigate their financial impact to the City's police services budget. The developer for the Oakley Business Center project has requested that the City assist with annexing APN 035-172-012 into the Oakley Special Police Tax Area to satisfy their conditions of approval. The initial annual special tax rate for Commercial Store – Not Supermarkets parcels is $2,258.20/parcel (FY 2020-21 rates) per the rate schedule that was adopted by the City Council on July 12, 2016, by Resolution No. 113-16; and

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

WHEREAS, under Government Code section 53978 and for the purposes of this Resolution, a "voter" entitled to vote on the creation of Zone 174 is a person who owns

real property within Zone 174 at the time Ordinance No. __ is adopted, as shown on the last equalized assessment roll prepared by the Contra Costa County Assessor's Office.

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

1. All of the City of Oakley shall be considered as the Oakley Special Police Tax Area.

2. That portion of the City of Oakley shown on the plats titled Exhibit "A" is established as Zone 174 of the Oakley Special Police Tax Area.

3. That Ordinance No. ___ introduced this date is to be presented for approval of the voters of Zone 174 by a mail ballot election, to be held on July 9, 2020. The ballot proposition shall read as follows:

   "Shall Ordinance No. __ of the City Council of the City of Oakley be approved so as to authorize a special tax on property located in Zone 174 of the Oakley Special Police Tax Area to maintain the present level of police protection service and provide additional funding for increased police protection service? The initial annual special tax rate for County use code 31 (Commercial Store – Not Supermarkets) is $2,258.20 per parcel and $564.55 per vacant parcel per the current FY 2020-21 rate schedule"

4. The City Clerk is directed to take all steps necessary to conduct the election required by this order. Said election shall be conducted by mailed ballot pursuant to Elections Code Section 4000 and shall be held on a date other than the same date as a statewide direct primary election on statewide general election as specified above.

5. Zone 174 of the Oakley Special Police Tax Area shall not be created, and the tax authorized in Ordinance No. __ shall not be imposed if the Ordinance is not approved by two-thirds of the voters participating in the election called in Ordinance No. __.

PASSED AND ADOPTED by the City Council of the City of Oakley at a meeting held on the 9th of June, 2020 by the following vote:

AYES:
NOES:
ABSENT:
ABSTENTIONS:

APPROVED:

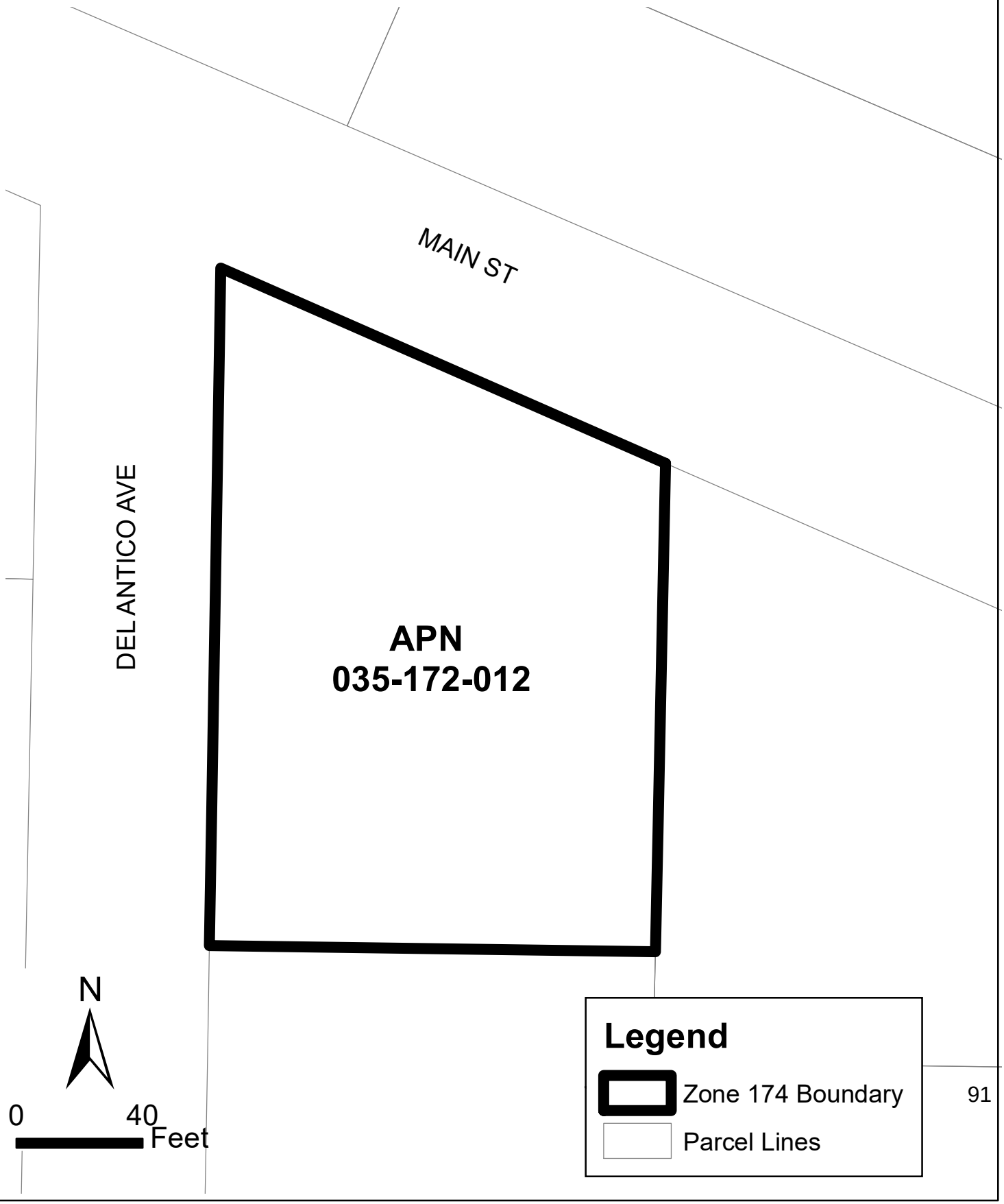
_____
Kevin Romick, Mayor

ATTEST:

_____ _____

Libby Vreonis, City Clerk Date

EXHIBIT A - BOUNDARY MAP
CITY OF OAKLEY SPECIAL POLICE TAX AREA ZONE 174
CITY OF OAKLEY
COUNTY OF CONTRA COSTA, STATE OF CALIFORNIA



CITY OF OAKLEY

ORDINANCE NO. __-20

AN ORDINANCE OF THE CITY OF OAKLEY ESTABLISHING OAKLEY SPECIAL POLICE TAX AREA ZONE 174 WITHIN THE OAKLEY SPECIAL POLICE TAX AREA FOR A SPECIAL TAX FOR POLICE PROTECTION SERVICES FOR THE OAKLEY BUSINESS CENTER PROJECT LOCATED AT 3807 MAIN ST (APN 035-172-012)

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

Section 1. Purpose, Intent and Authority.

It is the purpose and intent of this Ordinance to authorize the levy of a special tax on Assessor Parcel Number 035-172-012 of real property on the secured property tax roll of Contra Costa County that is within Oakley Special Police Tax Area Zone 174 of the Oakley Special Police Tax Area in order to provide funding for police protection to serve the property and persons within said Zone.

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

The revenues raised by this tax are to be used solely for the purposes of obtaining, furnishing, operating, and maintaining police protection equipment or apparatus, for paying the salaries and benefits of police protection personnel, and for such other police protection service expenses as are deemed necessary for the benefit of the residents of Zone 174.

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

Section 2. Definitions.

The following definitions shall apply throughout this Ordinance.

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

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

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

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

D. Oakley Special Police Tax Area Zone 174 (hereinafter called "Zone") means that portion of the incorporated area of the City of Oakley located within the boundaries as shown on the map Exhibit A hereto.

E. "Parcel" means the land and any improvements thereon, designated by an assessor's parcel map and parcel number and carried on the secured property tax roll of Contra Costa County. For the purposes of this Ordinance, parcel does not include any land or improvements outside the boundaries of Zone 174, nor any land or improvements owned by any governmental entity.

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

Section 3. Amount and Level of Taxes.

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

A. For First Fiscal Year:

The tax per year for the first fiscal year (July 1, 2020 through June 30, 2021) shall be the amount of Tax Per Parcel for a Property Use Code Category as set forth on Exhibit B hereto. If any new development, including new residential units, is completed prior to the tax being effective for the first fiscal year, the owner of the Parcel, as shown on the latest assessment roll, shall pay the tax for the remainder of such fiscal year on a pro-rated basis to the City, no later than receipt of Certificate of Occupancy or final building permit inspection.

B. For Subsequent Fiscal Year:

The tax rates shown in Exhibit B shall be automatically adjusted on July 1 of each year, beginning on July 1, 2021 by the increase in the Consumer Price Index for all Urban Consumers for the San Francisco-Oakland Bay Area and applying that rate to the prior year amounts for each property use code category. However, the City Council reserves the right to itself the opportunity to adjust the rate in the following year if the CPI adjustment is insufficient to reimburse the City for the costs of providing levels of police services as approved by the City Council.

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

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

Section 4. Collection and Administration.

A. Taxes as Liens Against the Property.

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

B. Collection.

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

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

C. Costs of Administration by County.

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

Section 5. Severability Clause.

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

Section 6. Effective Date and Posting.

This Ordinance shall take effect immediately upon its confirmation by two-thirds of the voters voting within the Zone in an election to be held on July 9, 2020 so that taxes shall first be collected hereunder for the tax year beginning July 1, 2020. If not confirmed by two-thirds of the voters participating in the election, this Ordinance and the tax approved herein shall not become effective.

The foregoing ordinance was adopted with the reading waived at a regular meeting of the Oakley City Council on July 14, 2020 by the following vote:

AYES:
NOES:
ABSTENTIONS:
ABSENT:

APPROVED:

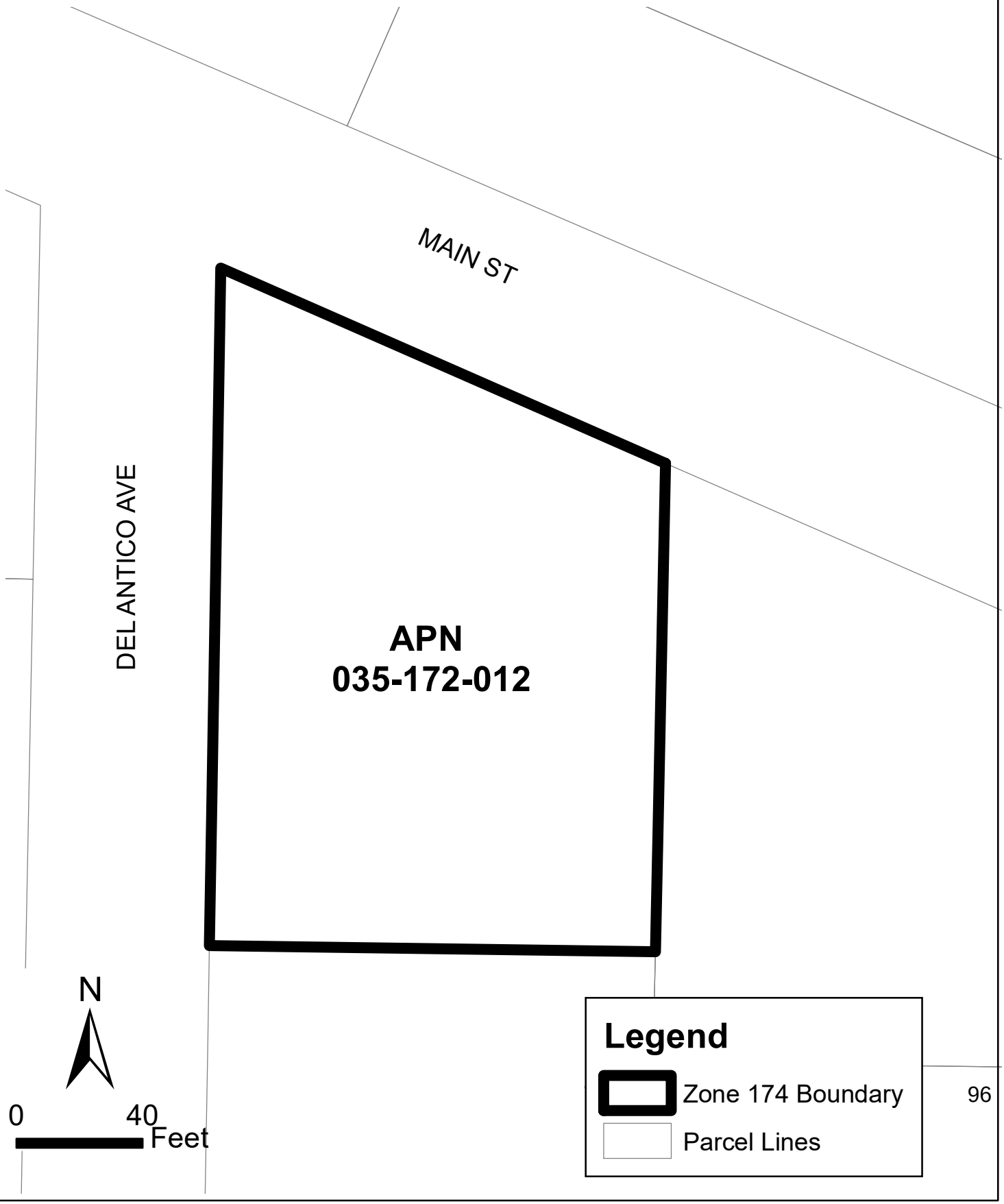
_____
Kevin Romick, Mayor

ATTEST:

_____
Libby Vreonis, City Clerk

_____
Date

EXHIBIT A - BOUNDARY MAP
CITY OF OAKLEY SPECIAL POLICE TAX AREA ZONE 174
CITY OF OAKLEY
COUNTY OF CONTRA COSTA, STATE OF CALIFORNIA



CITY OF OAKLEY SCHEDULE FOR POLICE SERVICE TAX
FOR FISCAL YEAR 2020/2021

PROPERTY USE CODE CATEGORY	DESCRIPTION	FY19/20 TAX PER PARCEL	FY20/21 TAX PER PARCEL
11	Single Family Residence – 1res., 1 site	$1,116.70	$1,129.10
12	Single Family Residence – 1 res., 2 or more sites	$1,116.70	$1,129.10
13	Single Family Residence – 2 res., on 1 or more sites	$1,786.72	$1,806.56
14	Single Family Residence – other than single fam. Land	$1,116.70	$1,129.10
15	Misc. Improvements – 1 site	$1,116.70	$1,129.10
16	Misc. Improvements – 2 or more sites	$1,116.70	$1,129.10
17	Vacant – 1 site	$558.35	$564.55
18	Vacant – 2 or more sites	$558.35	$564.55
19	Single Family Residence – Det. W/common area	$1,116.70	$1,129.10
20	Vacant – Multiple	$558.35	$564.55
21	Duplex	$1,786.72	$1,806.56
22	Triplex	$2,680.08	$2,709.84
23	Fourplex	$3,573.44	$3,613.12
24	Combinations	$1,116.70	$1,129.10
25	Apartments (5 –12 Units)	$4,466.80	$4,516.40
26	Apartments (13 – 24 Units)	$11,613.68	$11,742.64
27	Apartments (25 – 59 Units)	$22,334.00	$22,582.00
28	Apartments (60+ units)	$53,601.60	$54,196.80
29	Attached PUDs: Cluster Homes, Condos, etc.	$1,116.70	$1,129.10
30	Vacant – Commercial	$558.35	$564.55
31	Commercial Stores – Not Supermarkets	$2,233.40	$2,258.20
32	Small Grocery Stores – (7-11, etc.)	$3,350.10	$3,387.30
33	Office Buildings	$2,233.40	$2,258.20
34	Medical, Dental	$2,233.40	$2,258.20
35	Service Stations, Car Wash	$2,233.40	$2,258.20
36	Garages	$2,233.40	$2,258.20
37	Community Facilities (Recreational, etc.)	$4,466.80	$4,516.40
38	Golf Courses	$2,233.40	$2,258.20
39	Bowling Alleys	$1,116.70	$1,129.10
40	Boat Harbors	$2,791.75	$2,822.75
41	Supermarkets – (not shopping centers)	$3,350.10	$3,387.30
42	Shopping Centers	$4,466.80	$4,516.40
43	Financial Buildings – (Ins., Title, Banks, S&L)	$1,116.70	$1,129.10
44	Motels, Hotels & Mobile Home Parks	$5,583.50	$5,645.50
45	Theaters	$2,512.58	$2,540.48
46	Drive-in Restaurants	$1,675.05	$1,693.65
47	Restaurants	$1,675.05	$1,693.65
48	Multiple & Commercial	$1,675.05	$1,693.65
49	New Car Agencies	$1,675.05	$1,693.65
50	Vacant Land (not part of Ind. Park or P. & D.)	$418.76	$423.41
51	Industrial Park	$3,350.10	$3,387.30
52	Research & Development	$1,675.05	$1,693.65
53	Light Industrial	$1,675.05	$1,693.65
54	Heavy Industrial	$1,675.05	$1,693.65
55	Mini Warehouses (public storage)	$3,350.10	$3,387.30
56	Misc. Improvements	$3,350.10	$3,387.30
61	Rural, Res., Improvement 1A-10A	$837.53	$846.83
62	Rural, w/or w/o structure 1A-10A	$837.53	$846.83
70	Convalescent Hospitals / Rest Homes	$1,675.05	$1,693.65
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CALCULATION OF COST OF LIVING INCREASE	
Percent increase from FY 2019-20 in the San Francisco-Oakland-Bay Area Consumer Price Index for all Urban Consumers.	1.11%

Agenda Date: _____

Agenda Item: _____

OAKLEY
CALIFORNIA

STAFF REPORT

Date: June 9, 2020

To: City Council

From: Bryan Montgomery, City Manager

SUBJECT: **Approval of Amended Lease Agreements for Single-Family Dwellings located at 1821 Dutch Slough Road, 5890 Jersey Island Road and 5920 Jersey Road (APN 032-081-019), all in Oakley, California**

Summary

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

All three existing tenants have been there for years and are in good-standing with the lease agreements approved by the Council in September of 2018. The lease arrangement with these tenants has worked well in that monthly rent payments have been paid on time, all utilities, repairs and substantial weed abatement are paid for by the tenants and their presence has helped keep an eye on the property. All three tenants would like to continue leasing the small homes on the property.

The long-discussed use of this property has been for Delta recreational activities such as a boat and kayak launch. None of those facilities are there presently and it would appear that it would be at least a couple of years (likely more) before the property would be needed for these or some other public purposes.

Staff does not foresee any changed use within the next two years for the property and believes amending the lease agreements for another two years, with some modified terms, is in the best interests of all concerned.

The current tenants are: Tommy Sizemore at 1821 Dutch Slough Road paying $500 per month and proposed to be increased to $750; Carlos Solis at 5890 Jersey Island Road paying $300 per month and to be increased to $500 per month; and, Mary Ann Pastor at 5920 Jersey Island Road paying $400 per month and to be increased to $600 per month. All amended agreements propose a lease rate increase of $50 per month after year one.

Fiscal Impact

General Fund revenue of $22,200 for year 1 and $24,000 of year 2 of the proposed lease term.

Recommendation

Approve the amended lease agreements for the City-owned single-family dwellings located at 1821 Dutch Slough Road, 5890 Jersey Island Road and 5920 Jersey Road in Oakley.

Attachments

1. Aerial photo of the property
2. Proposed amended lease agreements with edits shown

8-acre Property - Jersey Island Road

RENTAL HOMES

5890 Jersey Island Rd.

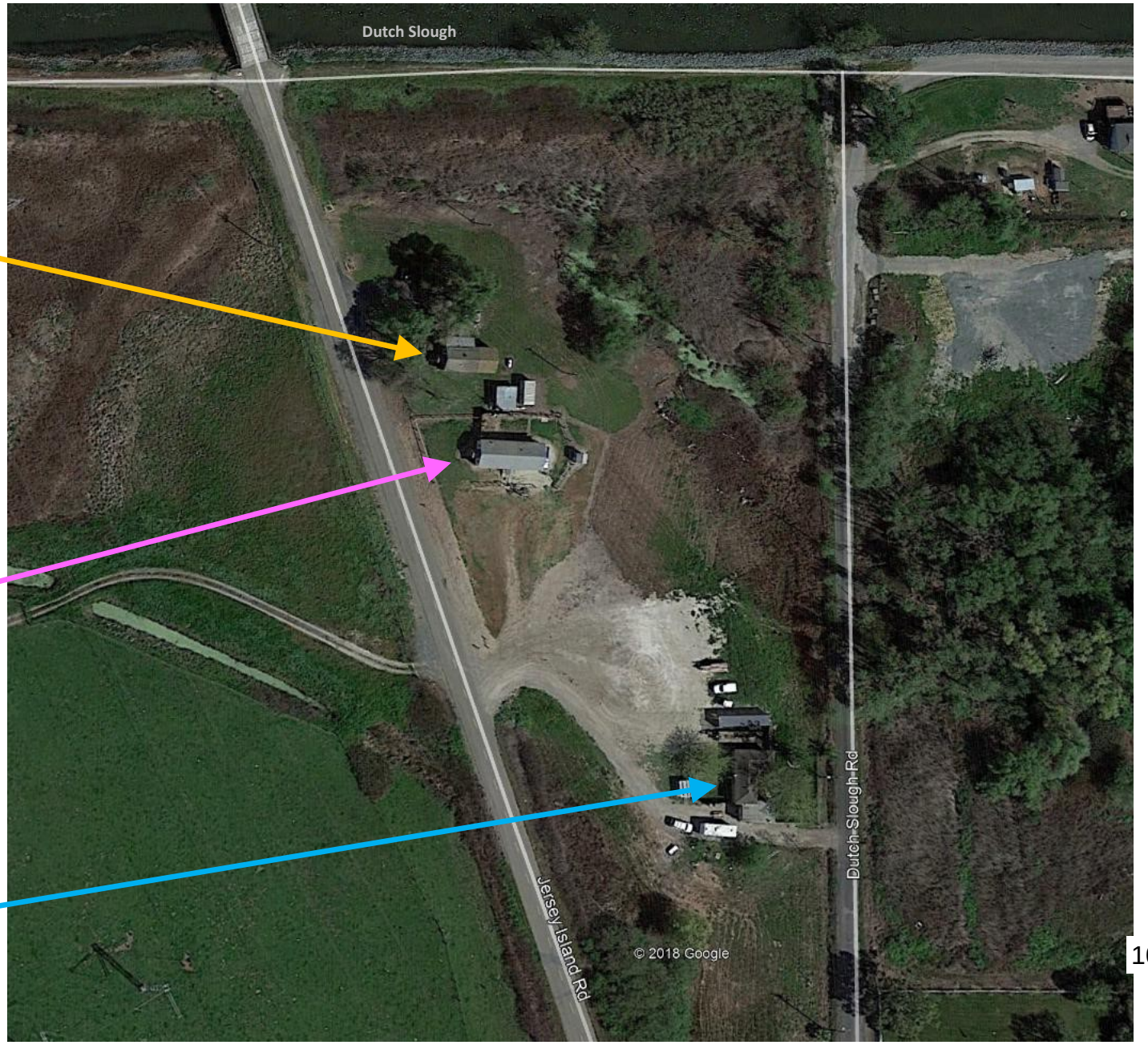


5920 Jersey Island Rd.



1821 Dutch Slough Rd





LEASE AGREEMENT

Property Address: 1821 Dutch Slough Road

This lease, by and between the City of Oakley, a municipal corporation ("Lessor"), and Thomas Sizemore, hereinafter collectively designated as ("Lessee"), is made on the following terms and conditions:

1. DESCRIPTION. Lessor hereby leases unto Lessee, and Lessee hereby leases from Lessor, on the terms and conditions hereinafter set forth, those certain premises hereinafter referred to as the "leased premises" and described as follows:

Those certain premises located at: 1821 Dutch Slough Road, Oakley, California (Assessor Parcel Number: APN 032-081-019)

2. TERM. The lease shall be for a period of two (2) years, commencing on September 1, 2020 and terminating on August 31, 2022. This lease term can renew for subsequent terms as may be mutually agreed to.

3. LEASE PAYMENT. The lease payment shall be SEVEN HUNDRED AND FIFTY DOLLARS ($750) per month payable on the first day of each month payable to the "City of Oakley" and mailed or hand-delivered to: City of Oakley, Attn. Finance Director, 3231 Main Street, Oakley, California 94561. No credit card payments are accepted.

Lease payment shall increase by FIFTY DOLLARS ($50) per month for a total of EIGHT HUNDRED DOLLARS ($800) per month beginning on September 1, 2021.

4. SECURITY DEPOSIT: Lessee has paid a deposit in the amount of ONE THOUSAND DOLLARS ($1,000), as security for the full and faithful performance by Lessee of all terms, conditions, and covenants of this Agreement.

Upon termination of this Agreement, the Lessor may use any portion of the security deposit as may be reasonably necessary to remedy Lessee's defaults of the provisions of this Lease Agreement, including, but not limited to, payment of unpaid rent due under paragraph 2 of this Agreement, cleaning of the Premises, repair of damage, or for storage of personal property which has be abandoned by Lessee. Any remaining portion of the security deposit after such deduction shall be mailed to Lessee at Lessee's last known address.

5. DELINQUENT RENT AND LATE CHARGES: If any rent and accompanying CAM charges are not paid to the Lessor within ten (10) days after due date of the 1st of the month, a late charge of ONE-HUNDRED FIFTY DOLLARS AND NO/100 ($150) shall be added to the payment and the total sum shall become immediately due and payable to Lessor. Failure to pay within twenty (20) days after the due date will incur an additional

late charge of THREE-HUNDRED DOLLARS AND NO/100 ($300) which shall be added to the payment and the total sum shall become immediately due. Failure to pay rent, and any late charges mentioned herein within thirty (30) days after the due date will immediately terminate this Lease.

In the event that Lessee shall become delinquent in paying Lessor any payment due pursuant to this Agreement, Lessee shall pay to Lessor interest on said unpaid balance at a rate of one and one-half percent (1½%) per month, from the date said rent, and late charges were due and payable, until paid.

6. USE: The premises are leased to Lessee for residential purposes and for no other purpose. Use of the premises for any other than uses customary with a residential dwelling is prohibited and if not corrected within thirty (30) days of written notice by Lessor shall immediately terminate this Lease.

7. UTILITIES, SERVICES AND OPERATING COST. All utilities shall be paid directly by Lessee at Lessee's sole cost and expense.

8. ALTERATIONS AND REPAIRS. Lessee shall make no alterations of or additions to either the interior or exterior of the said premises without the written consent of Lessor. Any such additions to or alterations of the premises shall be made at the expense of the Lessee, and any such alterations of or additions to the premises, including any locks, bolts or security grating and hardware, shall become at once a part of the realty and belong to Lessor. Lessee, at Lessee's sole cost, is responsible for all repairs and maintenance of the lease premises and shall keep and maintain said premises and appurtenances and every part thereof, including but not limited to the store front, exterior walls, doors, roof, plumbing, sewers, plate glass and other glazing, duct work, electrical wiring and lights, sign fixtures, canopies and sidewalks adjacent to the premises, floors, ceilings, fire sprinkler systems and the entire interior of the premises in good an sanitary order, condition and repair, making replacements as necessary. Lessee hereby waives all right to make repairs at the expense of Lessor as provided in Section 1942 of the Civil Code of the State of California, and all rights provided for by Section 1941 of said Civil Code. If, during the term of this Lease, in the judgment of Lessor, the Lessee shall fail to keep and maintain the premises in any respect required by this Paragraph, Lessor may do anything necessary to correct the problem by restoring the good and sanitary order and condition, or make the repair, provided that the Lessee shall have failed to correct such problem or make such repair within fifteen (15) days after receipt of notice from Lessor. Any amounts expended by Lessor to correct such problem or make such repair shall be deemed to be additional rental and is payable as such on the next day upon which rent becomes due.

By entry hereunder, Lessee accepts the premises in their present order, condition and repair and agrees on the last day of said term or sooner termination of this Lease, to surrender unto Lessor said premises with the said appurtenances in the same condition as when received, reasonable use and wear thereof excepted. Lessee

understands that Lessor makes no representations or warranties as to the physical or mechanical qualities of the premises. Any costs at the outset necessary to make the leased premises tenantable shall be borne by the Lessee.

9. FREE FROM LIENS. Lessee shall keep the leased premises and the property in which the leased premises are situated free from any liens arising out of any work performed, materials furnished, or obligations incurred by or for Lessee.

10. COMPLIANCE WITH GOVERNMENTAL REGULATIONS. Lessee shall, at its sole cost and expense, comply with all of the requirements of all County, Municipal, State and Federal authorities now in force, or which may hereafter be in force, pertaining to the leased premises, and shall faithfully observe in the use of the premises all County, Municipal, State and Federal laws now in force or which may hereafter be in force. The judgment of any court of competent jurisdiction, or the admission of Lessee in any action or proceeding against Lessee, whether Lessor be party thereto or not, that Lessee has violated any such laws in the use of the premises, shall be conclusive of that fact as between Lessor and Lessee.

11. ASSIGNMENT OR SUBLETTING. Lessee shall not assign this Lease, nor any right hereunder, nor sublet the premises, nor any part thereof, without the Lessor's prior written consent of the assignment or subletting after reviewing the proposed tenant's business background, creditworthiness and financial conditions which written consent shall not be unreasonably withheld by Lessor. Lessor's consent to any assignment shall be withheld in the event there shall be any change or modification of the use of the premises from that stipulated in Paragraph 4 above. Lessor's consent to any one assignment or subletting, shall not constitute a waiver of any subsequent assignment or subletting requirements as set forth in this Agreement. Any assignment or subletting without the Lessor's consent shall, at the option of the Lessor, be voidable and be deemed a breach of this Lease. In the event of any assignment or subletting, it is understood that Lessee shall not be relieved of any liability or performance of any term of this Lease.

12. TAXES AND ASSESSMENTS.

12.1 PERSONAL PROPERTY AND TRADE FIXTURES. Lessee shall be liable for all taxes and assessments levied against personal property and trade fixtures or improvements placed by or for Lessee in, on or about the leased premises. If any such taxes or assessments on Lessee's personal property or trade fixtures or improvements are levied against the Lessor or Lessor's property, and if Lessor pays the same, which Lessor shall have the right to do regardless of the validity of such levy, of if the assessed value of Lessor's property is increased by the inclusion therein of the value placed upon such personal property or improvements of Lessee, and if Lessor pays the taxes and assessments based on such increased assessment, which Lessor shall have the right to do, regardless of the validity thereof, Lessee, upon demand, shall, as the case may be, shall

repay to Lessor the taxes and assessments so levied against Lessor, or the proportion of such taxes and assessments resulting from such increases in the assessment.

12.2 PROPERTY TAXES AND ASSESSMENTS. Lessee shall pay, if required by Contra Costa County, to pay a possessory interest tax, which is a tax levied by the County on publicly-owned properties. If any possessory use tax is levied and billed to the City, Lessee shall be required to reimburse the City the full amount of possessory use tax paid by the City.

13. ADVERTISEMENTS AND SIGNS. Lessee shall not place or permit to be placed any sign, marquee, lettering, decoration, advertising, light or awning on the outside of the leased premises or on the inside of the said premises if the same be visible from the outside of the leased premises, without the written consent of Lessor.

14. LESSEE'S INSURANCE. Lessee is encouraged to obtain renter's insurance, as Lessor shall not be responsible in any way for damage, loss, or restriction of use of any Lessee's personal property on the premises.

15. WASTE. The Lessee shall not commit, or suffer to be committed, any waste upon the leased premises or any public or private nuisance.

16. PROHIBITED USES. Lessee shall not use the leased premises for, or carry on or permit upon said leased premises, any offensive, unlawful, noisy or dangerous trade, business, manufacture or occupation, or any nuisance or anything against the public policy. Lessee shall not conduct or permit any auction sale, sidewalk sale or parking lot sale to be held in or about the leased premises. Lessee shall not solicit business, distribute handbills, store its equipment or merchandise or erect any signs, planters or other barriers on any sidewalk, parking lot, or in any common area.

17. ENTRY BY LESSOR. Lessee shall permit the Lessor and its designees to enter into and upon the leased premises after reasonable notice is given to Lessee, who shall not unreasonably withhold such permission, (a) to inspect the premises; (b) to make repairs, alterations or additions (with such materials as Lessor may deem necessary therefore) to the leased premises, the building of which the leased premises form a part, or any property owned or controlled by Lessor; (c) to post notices of non-liability for alterations, additions or repairs; (d) or to place upon said leased premises any usual or ordinary "To Let" or "To Lease" signs, at any time within ninety (90) days prior to the expiration of this Lease, in which case Lessee shall allow prospective lessees or applicants to enter and examine said leased premises during the said last ninety (90) days; and (f) for any other lawful purposes. In all instances of emergency, entry by Lessor, its designees or its invitees, Lessee waives any claim to damages or any rebate of rent for any loss of occupation or quiet enjoyment of the leased premises, including loss of business, occasioned by such entry.

18. INDEMNIFICATION OF LESSOR. Lessee, as a material part of the consideration to be rendered to Lessor, hereby waives all claims against Lessor for damages to goods, merchandise or property of Lessee in, upon or about said premises and for injuries to persons in or about said premises, from any cause arising at any time, and Lessee will hold Lessor exempt and harmless from any damage or injury to any person, or to the goods, merchandise or property of any person, occurring in, upon or about the leased premises, sidewalks or parking areas adjacent thereto, from any cause arising at any time during the term of this Lease or any extension hereof. Lessee agrees that if Lessor is involuntarily made a party defendant to any litigation concerning this Lease or the demised leased premises, for any reason other than because of any act or omission of Lessor, then Lessee shall hold Lessor harmless from all liability by reason thereof, including reasonable attorney's fees incurred by Lessor in such litigation and all taxable court costs.

19. INSOLVENCY. The following shall constitute a breach of this Lease by Lessee: (a) the insolvency of the Lessee; (b) the commencement of any bankruptcy proceedings whether begun by or against the Lessee; (c) the appointment of a receiver to take possession of all or substantially all of the assets of Lessee; (d) an assignment by Lessee for the benefit of creditors.

20. NOTICES. Any notice, demand or communication under or in connection with this Lease may be served by either party upon the other by personal service, or by mailing the same by registered mail in the United States Post Office, postage thereon fully prepaid, and directed to Lessor at 3231 Main Street, Oakley, California 94561 and may, likewise, be served on Lessee by personal service, or by mailing the same, addressed to lessee at 1821 Dutch Slough Road, Oakley, California 94561, whether or not Lessee has departed from, abandoned or vacated said leased premises. Either Lessor or Lessee may change its address by notifying the other party in writing as to such new address as may be desired used and which same shall continue as the address until further written notice.

21. TIME IS OF THE ESSENCE. Time is hereby expressly declared to be of the essence of this Lease and of all the covenants, agreements, conditions and obligations herein contained.

22. NON-WAIVER OF BREACH. The waiver by Lessor of any breach of any term, covenant or condition herein contained shall not be deemed to be a waiver of such terms, covenants or conditions or any subsequent breach of the same or any other term, covenant or condition herein contained. The subsequent acceptance of rent hereunder by Lessor shall not be deemed to be a waiver of any preceding breach by Lessee of any term, covenant or condition of this Lease, regardless of Lessor's knowledge of such preceding breach at the time of acceptance of such rent.

23. EFFECT OF EXERCISE OF PRIVILEGE BY LESSOR. The exercise of any right or option or privilege hereunder by Lessor shall not exclude Lessor from exercising any and all other rights, privileges, and options hereunder and Lessor's failure to exercise any right, option or privilege nor shall it relieve Lessee from Lessee's part to be performed hereunder nor from damage or other remedy for failure to perform or meet the obligations of this Lease.

24. VACATING OR ABANDONMENT OF PREMISES. Lessee shall not vacate or abandon the leased premises any time during the lease term; and if Lessee shall abandon, vacate or surrender said leased premises, or be dispossessed by process of law, or otherwise, any personal property belonging to the Lessee and left on the leased premises shall be deemed to be abandoned, at the option of the Lessor, except such property as may be mortgaged to the Lessor, if any.

25. SURRENDER OF LEASE NOT MERGER. The voluntary or other surrender of this Lease by the Lessee, or a mutual cancellation thereof, shall not work a merger, and shall, at the option of the Lessor, terminate all of the existing subleases or subtenancies.

26. DESTRUCTION OF PREMISES.In the event of total destruction of the building in which the said leased premises are situated during the said term, from fire or other catastrophe, this Lease shall terminate. In the event of a partial destruction from any such causes, the Lessor shall forthwith restore the premises provided such restoration can be made within thirty (30) days under the laws and regulations of federal, state, county and municipal authorities, and materials and labor are available for such repairs, but such partial destruction shall in no way annul or void this Lease, except that Lessee shall be entitled to a proportionate deduction of rent while such restoration is being made, such proportionate deduction to be based upon the extent to which the making of such restoration shall interfere with the business carried on by Lessee in said leased premises. If such restoration cannot be made in thirty (30) days, Lessor may, at its option, make same within a reasonable time, this Lease continuing in full force and effect and the rent to be proportionately abated as in this paragraph provided. In the event that the Lessor does not so elect to make such restoration which cannot be made in thirty (30) days or a reasonable time, or such restoration cannot be made under such laws and regulations, or materials and labor are not available for such restoration within such time, this Lease may be terminated at the option of either party. In respect to any partial destruction which Lessor is obligated to restore or may elect to restore under the terms of this paragraph, the provisions of Section 1932, Subdivision 2, and of Section 1933, Subdivision 4, of the Civil Code of the State of California, are waived by the Lessee. In the event that the leased premises may be destroyed to the extent of more than 33-1/3% (thirty three and one-third percent) of the replacement cost thereof, the Lessor may elect to terminate this Lease. In any case that Lessor should elect or be obligated to restore or rebuild because of destruction as provided herein, Lessor's obligation shall be limited to the basic building,

store front and interior work originally provided by Lessor at the inception of this Lease; Lessee shall fully repair or replace its own alterations and improvements, exterior signs, trade fixtures, equipment, display cases and other installations originally installed by Lessee at its expense.

27. REMEDIES OF LESSOR OR DEFAULT. This Lease is made upon the express condition that if default be made in the payment of the rent above reserved, or any part thereof, or if Lessee falls or neglects to perform, meet or observe any of Lessee's obligations hereunder, or if Lessee shall abandon or vacate said leased premises, Lessor or the legal representative of Lessor, at any time thereafter, without notice or demand, may lawfully declare said term ended, and re-enter the said demised premises, or any part thereof, either with or without process of law, and expel, remove and put out Lessee or any person or persons occupying said leased premises and may remove all personal property therefrom, and store the same in a public warehouse at the cost of and on account of Lessee, using such force as may be necessary to again repossess and enjoy said leased premises as before this demise, without prejudice to any remedies which might otherwise be used for arrears of rent or preceding breach of covenant or condition, and without liability to any person for damages sustained by reason of such removal. Lessor may likewise, at Lessor's option, but at the cost of Lessee, and in addition to any other remedies which Lessor may have upon such default or failure or neglect and without notice to Lessee, petition the Superior Court of the State of California for and be entitled as a matter of right to the appointment of a receiver and said court may appoint such receiver and vest in him such powers and authority as may be necessary or proper to fully protect all the rights herein granted or reserved to Lessor. Any such receiver may take possession of any personal property belonging to the Lessee.

Should Lessor elect to re-enter, as herein provided, or should it take possession pursuant to legal proceedings or pursuant to any notice provided for by law, it may, in addition to any other remedies Lessor may have upon such default, failure or neglect, either terminate this Lease or it may from time to time, without terminating this Lease, relet the said leased premises, or any part thereof, for such term or terms and at such rental or rentals and upon such other terms and conditions as Lessor, in its sole discretion, may deem advisable, with the right to make alterations and repairs to said leased premises. Rentals received by Lessor from such reletting shall be applied: First, to the payment of any indebtedness, other than rent, due hereunder from Lessee to Lessor; second, to the payment of rent due and unpaid hereunder; third, to the payment of any cost of such reletting, including commissions; fourth, to the payment of the cost of any alterations and repairs to the leased premises; and the residue, if any, shall be held by Lessor and applied in payment of future rent as the same may become due and payable hereunder. Should such rentals received from such reletting during any month be less than that agreed to be paid during the month by Lessee hereunder, then Lessee shall pay such deficiency to Lessor. Such deficiency shall be calculated and paid monthly.

No such re-entry or taking possession of said leased premises by Lessor shall be construed as an election on its part to terminate this Lease unless a written notice of such intention be given to Lessee or unless the termination thereof be decreed by a court of competent jurisdiction. Notwithstanding any such reletting without termination, Lessor may at any time thereafter elect to terminate this Lease for such previous breach. Should Lessor at any time terminate this Lease for any breach, in addition to any other remedy it may have, it may recover from Lessee all damages it may incur by reason of such breach, including the worth at the time of any award of damages of the excess, if any, of the amount of rent reserved in this Lease for the balance of the term and charges equivalent to rent for the remainder of the stated term, and including the cost of recovering the leased premises over that which Lessee proves could reasonably have been avoided, pursuant to Section 1951.2 of the Civil Code of California. No notice of the exercise of any election given Lessor herein need be sent to Lessee.

28. SUBORDINATION. Lessee covenants that this Lease is and shall be at all times subject and subordinate to the liens of any mortgage or mortgages, deed of trust or deeds of trust now existing or which Lessor, or any subsequent owner of the demised premises shall make hereafter covering said premises, and to any and all advances made or to be made thereunder, and to the interest thereon and to any and all renewals thereof. Lessee covenants to execute, acknowledge, and deliver upon request, all documents demanded by Lessor to subordinate this Lease to any such indebtedness as herein provided.

29. WAIVER OF RELOCATION BENEFITS: Lessee acknowledges that the term of this lease agreement is for two (2) years, if not extended by mutual, written agreement.

Unless required to vacate prior to the expiration of a lease term, Lessee warrants and represents to Lessor that Lessee does not have nor shall Lessee claim any right to relocation benefits under any provision of any State of California or federal law and Lessee knowingly waives the right to make any claim against the Lessee for relocation benefits in the event Lessor elects to terminate this Agreement for any reason or at the expiration of the Lease term. Lessee further warrants and represents that he has no other right or claim to compensation arising out of or connected with the acquisition of the leased premises by the Lessor and agrees never to assert such a claim.

30. BINDING ON SUCCESSORS. The covenants and conditions herein contained shall, subject to the provisions as to assignment and subletting, apply to and bind the heirs, successors, executors, administrators and assigns of all the parties hereto.

31. DEFINED TERMS. The words “Lessor” and “Lessee” as used herein shall include the plural as well as the singular. Words used in masculine gender include the feminine and neuter. If there be more than one Lessor or Lessee the obligations hereunder

imposed upon Lessor or Lessee shall be joint and several. The marginal heading or titles to the paragraphs of this Lease are not a part of this Lease and shall have no effect upon the construction or interpretation of any part hereof.

32. COSTS OF SUIT. In the event that it becomes necessary or advisable for either party hereto to file suit against the other party to enforce any rights hereunder, the successful party in such lawsuit shall be entitled to a reasonable attorney's fee, to be taxed as costs in such suit or to be fixed by the Court in any such suit.

33. WAIVER OF SUBROGATION. As long as their respective insurers so permit, Lessor and Lessee mutually waive for themselves and their respective insurers, their respective rights of recovery against each other for any loss insured by fire, extended coverage and other property insurance policies, existing for the benefit of the respective parties, but solely to the extent of the amount of insurance proceeds received by the insured party.

IN WITNESS WHEREOF, the parties hereunto set their hands in duplicate, the day and year herein written.

LESSOR

City of Oakley, a municipal corporation

By: _____
Bryan H. Montgomery
City Manager

Date: _____

LESSEE

Thomas Sizemore, an individual

By: _____
Thomas Sizemore

Date: _____

ATTEST:

_____
Libby Vreonis
City Clerk

APPROVED AS TO FORM:

_____
Derek Cole
City Attorney

LEASE AGREEMENT

Property Address: 5890 Jersey Island Road

This lease, by and between the City of Oakley, a municipal corporation ("Lessor"), and Carlos Solis, hereinafter collectively designated as ("Lessee"), is made on the following terms and conditions:

1. DESCRIPTION. Lessor hereby leases unto Lessee, and Lessee hereby leases from Lessor, on the terms and conditions hereinafter set forth, those certain premises hereinafter referred to as the "leased premises" and described as follows:

Those certain premises located at: 5890 Jersey Island Road, Oakley, California (Assessor Parcel Number: APN 032-081-019)

2. TERM. The lease shall be for a period of two (2) years, commencing on September 1, 2020 and terminating on August 31, 2022. This lease term can renew for subsequent terms as may be mutually agreed to.

3. LEASE PAYMENT. The lease payment shall be FIVE-HUNDRED DOLLARS ($500) per month payable on the first day of each month payable to the "City of Oakley" and mailed or hand-delivered to: City of Oakley, Attn. Finance Director, 3231 Main Street, Oakley, California 94561. No credit card payments are accepted.

Lease payment shall increase by FIFTY DOLLARS ($50) per month for a total of FIVE HUNDRED and FIFTY DOLLARS ($550) per month beginning on September 1, 2021.

4. SECURITY DEPOSIT: Lessee shall pay a deposit in the amount of ONE THOUSAND DOLLARS ($1,000), as security for the full and faithful performance by Lessee of all terms, conditions, and covenants of this Agreement.

Upon termination of this Agreement, the Lessor may use any portion of the security deposit as may be reasonably necessary to remedy Lessee's defaults of the provisions of this Lease Agreement, including, but not limited to, payment of unpaid rent due under paragraph 2 of this Agreement, cleaning of the Premises, repair of damage, or for storage of personal property which has be abandoned by Lessee. Any remaining portion of the security deposit after such deduction shall be mailed to Lessee at Lessee's last known address.

5. DELINQUENT RENT AND LATE CHARGES: If any rent and accompanying CAM charges are not paid to the Lessor within ten (10) days after due date of the 1st of the month, a late charge of ONE-HUNDRED FIFTY DOLLARS AND NO/100 ($150) shall be added to the payment and the total sum shall become immediately due and payable to Lessor. Failure to pay within twenty (20) days after the due date will incur an additional

late charge of THREE-HUNDRED DOLLARS AND NO/100 ($300) which shall be added to the payment and the total sum shall become immediately due. Failure to pay rent, and any late charges mentioned herein within thirty (30) days after the due date will immediately terminate this Lease.

In the event that Lessee shall become delinquent in paying Lessor any payment due pursuant to this Agreement, Lessee shall pay to Lessor interest on said unpaid balance at a rate of one and one-half percent (1½%) per month, from the date said rent, and late charges were due and payable, until paid.

6. USE: The premises are leased to Lessee for residential purposes and for no other purpose. Use of the premises for any other than uses customary with a residential dwelling is prohibited and if not corrected within thirty (30) days of written notice by Lessor shall immediately terminate this Lease.

7. UTILITIES, SERVICES AND OPERATING COST. All utilities shall be paid directly by Lessee at Lessee's sole cost and expense.

8. ALTERATIONS AND REPAIRS. Lessee shall make no alterations of or additions to either the interior or exterior of the said premises without the written consent of Lessor. Any such additions to or alterations of the premises shall be made at the expense of the Lessee, and any such alterations of or additions to the premises, including any locks, bolts or security grating and hardware, shall become at once a part of the realty and belong to Lessor. Lessee, at Lessee's sole cost, is responsible for all repairs and maintenance of the lease premises and shall keep and maintain said premises and appurtenances and every part thereof, including but not limited to the store front, exterior walls, doors, roof, plumbing, sewers, plate glass and other glazing, duct work, electrical wiring and lights, sign fixtures, canopies and sidewalks adjacent to the premises, floors, ceilings, fire sprinkler systems and the entire interior of the premises in good an sanitary order, condition and repair, making replacements as necessary. Lessee hereby waives all right to make repairs at the expense of Lessor as provided in Section 1942 of the Civil Code of the State of California, and all rights provided for by Section 1941 of said Civil Code. If, during the term of this Lease, in the judgment of Lessor, the Lessee shall fail to keep and maintain the premises in any respect required by this Paragraph, Lessor may do anything necessary to correct the problem by restoring the good and sanitary order and condition, or make the repair, provided that the Lessee shall have failed to correct such problem or make such repair within fifteen (15) days after receipt of notice from Lessor. Any amounts expended by Lessor to correct such problem or make such repair shall be deemed to be additional rental and is payable as such on the next day upon which rent becomes due.

By entry hereunder, Lessee accepts the premises in their present order, condition and repair and agrees on the last day of said term or sooner termination of this Lease, to surrender unto Lessor said premises with the said appurtenances in the same condition as when received, reasonable use and wear thereof excepted. Lessee

understands that Lessor makes no representations or warranties as to the physical or mechanical qualities of the premises. Any costs at the outset necessary to make the leased premises tenantable shall be borne by the Lessee.

9. FREE FROM LIENS. Lessee shall keep the leased premises and the property in which the leased premises are situated free from any liens arising out of any work performed, materials furnished, or obligations incurred by or for Lessee.

10. COMPLIANCE WITH GOVERNMENTAL REGULATIONS. Lessee shall, at its sole cost and expense, comply with all of the requirements of all County, Municipal, State and Federal authorities now in force, or which may hereafter be in force, pertaining to the leased premises, and shall faithfully observe in the use of the premises all County, Municipal, State and Federal laws now in force or which may hereafter be in force. The judgment of any court of competent jurisdiction, or the admission of Lessee in any action or proceeding against Lessee, whether Lessor be party thereto or not, that Lessee has violated any such laws in the use of the premises, shall be conclusive of that fact as between Lessor and Lessee.

11. ASSIGNMENT OR SUBLETTING. Lessee shall not assign this Lease, nor any right hereunder, nor sublet the premises, nor any part thereof, without the Lessor's prior written consent of the assignment or subletting after reviewing the proposed tenant's business background, creditworthiness and financial conditions which written consent shall not be unreasonably withheld by Lessor. Lessor's consent to any assignment shall be withheld in the event there shall be any change or modification of the use of the premises from that stipulated in Paragraph 4 above. Lessor's consent to any one assignment or subletting, shall not constitute a waiver of any subsequent assignment or subletting requirements as set forth in this Agreement. Any assignment or subletting without the Lessor's consent shall, at the option of the Lessor, be voidable and be deemed a breach of this Lease. In the event of any assignment or subletting, it is understood that Lessee shall not be relieved of any liability or performance of any term of this Lease.

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repay to Lessor the taxes and assessments so levied against Lessor, or the proportion of such taxes and assessments resulting from such increases in the assessment.

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13. ADVERTISEMENTS AND SIGNS. Lessee shall not place or permit to be placed any sign, marquee, lettering, decoration, advertising, light or awning on the outside of the leased premises or on the inside of the said premises if the same be visible from the outside of the leased premises, without the written consent of Lessor.

14. LESSEE'S INSURANCE. Lessee is encouraged to obtain renter's insurance, as Lessor shall not be responsible in any way for damage, loss, or restriction of use of any Lessee's personal property on the premises.

15. WASTE. The Lessee shall not commit, or suffer to be committed, any waste upon the leased premises or any public or private nuisance.

16. PROHIBITED USES. Lessee shall not use the leased premises for, or carry on or permit upon said leased premises, any offensive, unlawful, noisy or dangerous trade, business, manufacture or occupation, or any nuisance or anything against the public policy. Lessee shall not conduct or permit any auction sale, sidewalk sale or parking lot sale to be held in or about the leased premises. Lessee shall not solicit business, distribute handbills, store its equipment or merchandise or erect any signs, planters or other barriers on any sidewalk, parking lot, or in any common area.

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20. NOTICES. Any notice, demand or communication under or in connection with this Lease may be served by either party upon the other by personal service, or by mailing the same by registered mail in the United States Post Office, postage thereon fully prepaid, and directed to Lessor at 3231 Main Street, Oakley, California 94561 and may, likewise, be served on Lessee by personal service, or by mailing the same, addressed to lessee at 5890 Jersey Island Road, Oakley, California 94561, whether or not Lessee has departed from, abandoned or vacated said leased premises. Either Lessor or Lessee may change its address by notifying the other party in writing as to such new address as may be desired used and which same shall continue as the address until further written notice.

21. TIME IS OF THE ESSENCE. Time is hereby expressly declared to be of the essence of this Lease and of all the covenants, agreements, conditions and obligations herein contained.

22. NON-WAIVER OF BREACH. The waiver by Lessor of any breach of any term, covenant or condition herein contained shall not be deemed to be a waiver of such terms, covenants or conditions or any subsequent breach of the same or any other term, covenant or condition herein contained. The subsequent acceptance of rent hereunder by Lessor shall not be deemed to be a waiver of any preceding breach by Lessee of any term, covenant or condition of this Lease, regardless of Lessor's knowledge of such preceding breach at the time of acceptance of such rent.

23. EFFECT OF EXERCISE OF PRIVILEGE BY LESSOR. The exercise of any right or option or privilege hereunder by Lessor shall not exclude Lessor from exercising any and all other rights, privileges, and options hereunder and Lessor's failure to exercise any right, option or privilege nor shall it relieve Lessee from Lessee's part to be performed hereunder nor from damage or other remedy for failure to perform or meet the obligations of this Lease.

24. VACATING OR ABANDONMENT OF PREMISES. Lessee shall not vacate or abandon the leased premises any time during the lease term; and if Lessee shall abandon, vacate or surrender said leased premises, or be dispossessed by process of law, or otherwise, any personal property belonging to the Lessee and left on the leased premises shall be deemed to be abandoned, at the option of the Lessor, except such property as may be mortgaged to the Lessor, if any.

25. SURRENDER OF LEASE NOT MERGER. The voluntary or other surrender of this Lease by the Lessee, or a mutual cancellation thereof, shall not work a merger, and shall, at the option of the Lessor, terminate all of the existing subleases or subtenancies.

26. DESTRUCTION OF PREMISES.In the event of total destruction of the building in which the said leased premises are situated during the said term, from fire or other catastrophe, this Lease shall terminate. In the event of a partial destruction from any such causes, the Lessor shall forthwith restore the premises provided such restoration can be made within thirty (30) days under the laws and regulations of federal, state, county and municipal authorities, and materials and labor are available for such repairs, but such partial destruction shall in no way annul or void this Lease, except that Lessee shall be entitled to a proportionate deduction of rent while such restoration is being made, such proportionate deduction to be based upon the extent to which the making of such restoration shall interfere with the business carried on by Lessee in said leased premises. If such restoration cannot be made in thirty (30) days, Lessor may, at its option, make same within a reasonable time, this Lease continuing in full force and effect and the rent to be proportionately abated as in this paragraph provided. In the event that the Lessor does not so elect to make such restoration which cannot be made in thirty (30) days or a reasonable time, or such restoration cannot be made under such laws and regulations, or materials and labor are not available for such restoration within such time, this Lease may be terminated at the option of either party. In respect to any partial destruction which Lessor is obligated to restore or may elect to restore under the terms of this paragraph, the provisions of Section 1932, Subdivision 2, and of Section 1933, Subdivision 4, of the Civil Code of the State of California, are waived by the Lessee. In the event that the leased premises may be destroyed to the extent of more than 33-1/3% (thirty three and one-third percent) of the replacement cost thereof, the Lessor may elect to terminate this Lease. In any case that Lessor should elect or be obligated to restore or rebuild because of destruction as provided herein, Lessor's obligation shall be limited to the basic building,

store front and interior work originally provided by Lessor at the inception of this Lease; Lessee shall fully repair or replace its own alterations and improvements, exterior signs, trade fixtures, equipment, display cases and other installations originally installed by Lessee at its expense.

27. REMEDIES OF LESSOR OR DEFAULT. This Lease is made upon the express condition that if default be made in the payment of the rent above reserved, or any part thereof, or if Lessee falls or neglects to perform, meet or observe any of Lessee's obligations hereunder, or if Lessee shall abandon or vacate said leased premises, Lessor or the legal representative of Lessor, at any time thereafter, without notice or demand, may lawfully declare said term ended, and re-enter the said demised premises, or any part thereof, either with or without process of law, and expel, remove and put out Lessee or any person or persons occupying said leased premises and may remove all personal property therefrom, and store the same in a public warehouse at the cost of and on account of Lessee, using such force as may be necessary to again repossess and enjoy said leased premises as before this demise, without prejudice to any remedies which might otherwise be used for arrears of rent or preceding breach of covenant or condition, and without liability to any person for damages sustained by reason of such removal. Lessor may likewise, at Lessor's option, but at the cost of Lessee, and in addition to any other remedies which Lessor may have upon such default or failure or neglect and without notice to Lessee, petition the Superior Court of the State of California for and be entitled as a matter of right to the appointment of a receiver and said court may appoint such receiver and vest in him such powers and authority as may be necessary or proper to fully protect all the rights herein granted or reserved to Lessor. Any such receiver may take possession of any personal property belonging to the Lessee.

Should Lessor elect to re-enter, as herein provided, or should it take possession pursuant to legal proceedings or pursuant to any notice provided for by law, it may, in addition to any other remedies Lessor may have upon such default, failure or neglect, either terminate this Lease or it may from time to time, without terminating this Lease, relet the said leased premises, or any part thereof, for such term or terms and at such rental or rentals and upon such other terms and conditions as Lessor, in its sole discretion, may deem advisable, with the right to make alterations and repairs to said leased premises. Rentals received by Lessor from such reletting shall be applied: First, to the payment of any indebtedness, other than rent, due hereunder from Lessee to Lessor; second, to the payment of rent due and unpaid hereunder; third, to the payment of any cost of such reletting, including commissions; fourth, to the payment of the cost of any alterations and repairs to the leased premises; and the residue, if any, shall be held by Lessor and applied in payment of future rent as the same may become due and payable hereunder. Should such rentals received from such reletting during any month be less than that agreed to be paid during the month by Lessee hereunder, then Lessee shall pay such deficiency to Lessor. Such deficiency shall be calculated and paid monthly.

No such re-entry or taking possession of said leased premises by Lessor shall be construed as an election on its part to terminate this Lease unless a written notice of such intention be given to Lessee or unless the termination thereof be decreed by a court of competent jurisdiction. Notwithstanding any such reletting without termination, Lessor may at any time thereafter elect to terminate this Lease for such previous breach. Should Lessor at any time terminate this Lease for any breach, in addition to any other remedy it may have, it may recover from Lessee all damages it may incur by reason of such breach, including the worth at the time of any award of damages of the excess, if any, of the amount of rent reserved in this Lease for the balance of the term and charges equivalent to rent for the remainder of the stated term, and including the cost of recovering the leased premises over that which Lessee proves could reasonably have been avoided, pursuant to Section 1951.2 of the Civil Code of California. No notice of the exercise of any election given Lessor herein need be sent to Lessee.

28. SUBORDINATION. Lessee covenants that this Lease is and shall be at all times subject and subordinate to the liens of any mortgage or mortgages, deed of trust or deeds of trust now existing or which Lessor, or any subsequent owner of the demised premises shall make hereafter covering said premises, and to any and all advances made or to be made thereunder, and to the interest thereon and to any and all renewals thereof. Lessee covenants to execute, acknowledge, and deliver upon request, all documents demanded by Lessor to subordinate this Lease to any such indebtedness as herein provided.

29. WAIVER OF RELOCATION BENEFITS: Lessee acknowledges that the term of this lease agreement is for two (2) years, if not extended by mutual, written agreement.

Unless required to vacate prior to the expiration of a lease term, Lessee warrants and represents to Lessor that Lessee does not have nor shall Lessee claim any right to relocation benefits under any provision of any State of California or federal law and Lessee knowingly waives the right to make any claim against the Lessee for relocation benefits in the event Lessor elects to terminate this Agreement for any reason or at the expiration of the Lease term. Lessee further warrants and represents that he has no other right or claim to compensation arising out of or connected with the acquisition of the leased premises by the Lessor and agrees never to assert such a claim.

30. BINDING ON SUCCESSORS. The covenants and conditions herein contained shall, subject to the provisions as to assignment and subletting, apply to and bind the heirs, successors, executors, administrators and assigns of all the parties hereto.

31. DEFINED TERMS. The words “Lessor” and “Lessee” as used herein shall include the plural as well as the singular. Words used in masculine gender include the feminine and neuter. If there be more than one Lessor or Lessee the obligations hereunder

imposed upon Lessor or Lessee shall be joint and several. The marginal heading or titles to the paragraphs of this Lease are not a part of this Lease and shall have no effect upon the construction or interpretation of any part hereof.

32. COSTS OF SUIT. In the event that it becomes necessary or advisable for either party hereto to file suit against the other party to enforce any rights hereunder, the successful party in such lawsuit shall be entitled to a reasonable attorney's fee, to be taxed as costs in such suit or to be fixed by the Court in any such suit.

33. WAIVER OF SUBROGATION. As long as their respective insurers so permit, Lessor and Lessee mutually waive for themselves and their respective insurers, their respective rights of recovery against each other for any loss insured by fire, extended coverage and other property insurance policies, existing for the benefit of the respective parties, but solely to the extent of the amount of insurance proceeds received by the insured party.

IN WITNESS WHEREOF, the parties hereunto set their hands in duplicate, the day and year herein written.

LESSOR

City of Oakley,
A municipal corporation

By: _____
Bryan H. Montgomery
City Manager

Date: _____

LESSEE

Carol Solis,
An individual

By: _____
Carlos Solis

Date: _____

ATTEST:

_____
Libby Vreonis
City Clerk

APPROVED AS TO FORM:

_____
Derek Cole
City Attorney

LEASE AGREEMENT

Property Address: 5920 Jersey Island Road

This lease, by and between the City of Oakley, a municipal corporation ("Lessor"), and Mary Ann Pastor, hereinafter collectively designated as ("Lessee"), is made on the following terms and conditions:

1. DESCRIPTION. Lessor hereby leases unto Lessee, and Lessee hereby leases from Lessor, on the terms and conditions hereinafter set forth, those certain premises hereinafter referred to as the "leased premises" and described as follows:

Those certain premises located at: 5920 Jersey Island Road, Oakley, California (Assessor Parcel Number: APN 032-081-019)

2. TERM. The lease shall be for a period of two (2) years, commencing on September 1, 2020 and terminating on August 31, 2022. This lease term can renew for subsequent terms as may be mutually agreed to.

3. LEASE PAYMENT. The lease payment shall be SIX-HUNDRED DOLLARS ($600) per month payable on the first day of each month payable to the "City of Oakley" and mailed or hand-delivered to: City of Oakley, Attn. Finance Director, 3231 Main Street, Oakley, California 94561. No credit card payments are accepted.

Lease payment shall increase by FIFTY DOLLARS ($50) per month for a total of SIX HUNDRED AND FIFTY DOLLARS ($650) per month beginning on September 1, 2021.

4. SECURITY DEPOSIT: Lessee shall pay a deposit in the amount of ONE THOUSAND DOLLARS ($1,000), as security for the full and faithful performance by Lessee of all terms, conditions, and covenants of this Agreement.

Upon termination of this Agreement, the Lessor may use any portion of the security deposit as may be reasonably necessary to remedy Lessee's defaults of the provisions of this Lease Agreement, including, but not limited to, payment of unpaid rent due under paragraph 2 of this Agreement, cleaning of the Premises, repair of damage, or for storage of personal property which has be abandoned by Lessee. Any remaining portion of the security deposit after such deduction shall be mailed to Lessee at Lessee's last known address.

5. DELINQUENT RENT AND LATE CHARGES: If any rent and accompanying CAM charges are not paid to the Lessor within ten (10) days after due date of the 1st of the month, a late charge of ONE-HUNDRED FIFTY DOLLARS AND NO/100 ($150) shall be added to the payment and the total sum shall become immediately due and payable to Lessor. Failure to pay within twenty (20) days after the due date will incur an additional

late charge of THREE-HUNDRED DOLLARS AND NO/100 ($300) which shall be added to the payment and the total sum shall become immediately due. Failure to pay rent, and any late charges mentioned herein within thirty (30) days after the due date will immediately terminate this Lease.

In the event that Lessee shall become delinquent in paying Lessor any payment due pursuant to this Agreement, Lessee shall pay to Lessor interest on said unpaid balance at a rate of one and one-half percent (1½%) per month, from the date said rent, and late charges were due and payable, until paid.

6. USE: The premises are leased to Lessee for residential purposes and for no other purpose. Use of the premises for any other than uses customary with a residential dwelling is prohibited and if not corrected within thirty (30) days of written notice by Lessor shall immediately terminate this Lease.

7. UTILITIES, SERVICES AND OPERATING COST. All utilities shall be paid directly by Lessee at Lessee's sole cost and expense.

8. ALTERATIONS AND REPAIRS. Lessee shall make no alterations of or additions to either the interior or exterior of the said premises without the written consent of Lessor. Any such additions to or alterations of the premises shall be made at the expense of the Lessee, and any such alterations of or additions to the premises, including any locks, bolts or security grating and hardware, shall become at once a part of the realty and belong to Lessor. Lessee, at Lessee's sole cost, is responsible for all repairs and maintenance of the lease premises and shall keep and maintain said premises and appurtenances and every part thereof, including but not limited to the store front, exterior walls, doors, roof, plumbing, sewers, plate glass and other glazing, duct work, electrical wiring and lights, sign fixtures, canopies and sidewalks adjacent to the premises, floors, ceilings, fire sprinkler systems and the entire interior of the premises in good an sanitary order, condition and repair, making replacements as necessary. Lessee hereby waives all right to make repairs at the expense of Lessor as provided in Section 1942 of the Civil Code of the State of California, and all rights provided for by Section 1941 of said Civil Code. If, during the term of this Lease, in the judgment of Lessor, the Lessee shall fail to keep and maintain the premises in any respect required by this Paragraph, Lessor may do anything necessary to correct the problem by restoring the good and sanitary order and condition, or make the repair, provided that the Lessee shall have failed to correct such problem or make such repair within fifteen (15) days after receipt of notice from Lessor. Any amounts expended by Lessor to correct such problem or make such repair shall be deemed to be additional rental and is payable as such on the next day upon which rent becomes due.

By entry hereunder, Lessee accepts the premises in their present order, condition and repair and agrees on the last day of said term or sooner termination of this Lease, to surrender unto Lessor said premises with the said appurtenances in the same condition as when received, reasonable use and wear thereof excepted. Lessee

understands that Lessor makes no representations or warranties as to the physical or mechanical qualities of the premises. Any costs at the outset necessary to make the leased premises tenantable shall be borne by the Lessee.

9. FREE FROM LIENS. Lessee shall keep the leased premises and the property in which the leased premises are situated free from any liens arising out of any work performed, materials furnished, or obligations incurred by or for Lessee.

10. COMPLIANCE WITH GOVERNMENTAL REGULATIONS. Lessee shall, at its sole cost and expense, comply with all of the requirements of all County, Municipal, State and Federal authorities now in force, or which may hereafter be in force, pertaining to the leased premises, and shall faithfully observe in the use of the premises all County, Municipal, State and Federal laws now in force or which may hereafter be in force. The judgment of any court of competent jurisdiction, or the admission of Lessee in any action or proceeding against Lessee, whether Lessor be party thereto or not, that Lessee has violated any such laws in the use of the premises, shall be conclusive of that fact as between Lessor and Lessee.

11. ASSIGNMENT OR SUBLETTING. Lessee shall not assign this Lease, nor any right hereunder, nor sublet the premises, nor any part thereof, without the Lessor's prior written consent of the assignment or subletting after reviewing the proposed tenant's business background, creditworthiness and financial conditions which written consent shall not be unreasonably withheld by Lessor. Lessor's consent to any assignment shall be withheld in the event there shall be any change or modification of the use of the premises from that stipulated in Paragraph 4 above. Lessor's consent to any one assignment or subletting, shall not constitute a waiver of any subsequent assignment or subletting requirements as set forth in this Agreement. Any assignment or subletting without the Lessor's consent shall, at the option of the Lessor, be voidable and be deemed a breach of this Lease. In the event of any assignment or subletting, it is understood that Lessee shall not be relieved of any liability or performance of any term of this Lease.

12. TAXES AND ASSESSMENTS.

12.1 PERSONAL PROPERTY AND TRADE FIXTURES. Lessee shall be liable for all taxes and assessments levied against personal property and trade fixtures or improvements placed by or for Lessee in, on or about the leased premises. If any such taxes or assessments on Lessee's personal property or trade fixtures or improvements are levied against the Lessor or Lessor's property, and if Lessor pays the same, which Lessor shall have the right to do regardless of the validity of such levy, of if the assessed value of Lessor's property is increased by the inclusion therein of the value placed upon such personal property or improvements of Lessee, and if Lessor pays the taxes and assessments based on such increased assessment, which Lessor shall have the right to do, regardless of the validity thereof, Lessee, upon demand, shall, as the case may be, shall

repay to Lessor the taxes and assessments so levied against Lessor, or the proportion of such taxes and assessments resulting from such increases in the assessment.

12.2 PROPERTY TAXES AND ASSESSMENTS. Lessee shall pay, if required by Contra Costa County, to pay a possessory interest tax, which is a tax levied by the County on publicly-owned properties. If any possessory use tax is levied and billed to the City, Lessee shall be required to reimburse the City the full amount of possessory use tax paid by the City.

13. ADVERTISEMENTS AND SIGNS. Lessee shall not place or permit to be placed any sign, marquee, lettering, decoration, advertising, light or awning on the outside of the leased premises or on the inside of the said premises if the same be visible from the outside of the leased premises, without the written consent of Lessor.

14. LESSEE'S INSURANCE. Lessee is encouraged to obtain renter's insurance, as Lessor shall not be responsible in any way for damage, loss, or restriction of use of any Lessee's personal property on the premises.

15. WASTE. The Lessee shall not commit, or suffer to be committed, any waste upon the leased premises or any public or private nuisance.

16. PROHIBITED USES. Lessee shall not use the leased premises for, or carry on or permit upon said leased premises, any offensive, unlawful, noisy or dangerous trade, business, manufacture or occupation, or any nuisance or anything against the public policy. Lessee shall not conduct or permit any auction sale, sidewalk sale or parking lot sale to be held in or about the leased premises. Lessee shall not solicit business, distribute handbills, store its equipment or merchandise or erect any signs, planters or other barriers on any sidewalk, parking lot, or in any common area.

17. ENTRY BY LESSOR. Lessee shall permit the Lessor and its designees to enter into and upon the leased premises after reasonable notice is given to Lessee, who shall not unreasonably withhold such permission, (a) to inspect the premises; (b) to make repairs, alterations or additions (with such materials as Lessor may deem necessary therefore) to the leased premises, the building of which the leased premises form a part, or any property owned or controlled by Lessor; (c) to post notices of non-liability for alterations, additions or repairs; (d) or to place upon said leased premises any usual or ordinary "To Let" or "To Lease" signs, at any time within ninety (90) days prior to the expiration of this Lease, in which case Lessee shall allow prospective lessees or applicants to enter and examine said leased premises during the said last ninety (90) days; and (f) for any other lawful purposes. In all instances of emergency, entry by Lessor, its designees or its invitees, Lessee waives any claim to damages or any rebate of rent for any loss of occupation or quiet enjoyment of the leased premises, including loss of business, occasioned by such entry.

18. INDEMNIFICATION OF LESSOR. Lessee, as a material part of the consideration to be rendered to Lessor, hereby waives all claims against Lessor for damages to goods, merchandise or property of Lessee in, upon or about said premises and for injuries to persons in or about said premises, from any cause arising at any time, and Lessee will hold Lessor exempt and harmless from any damage or injury to any person, or to the goods, merchandise or property of any person, occurring in, upon or about the leased premises, sidewalks or parking areas adjacent thereto, from any cause arising at any time during the term of this Lease or any extension hereof. Lessee agrees that if Lessor is involuntarily made a party defendant to any litigation concerning this Lease or the demised leased premises, for any reason other than because of any act or omission of Lessor, then Lessee shall hold Lessor harmless from all liability by reason thereof, including reasonable attorney's fees incurred by Lessor in such litigation and all taxable court costs.

19. INSOLVENCY. The following shall constitute a breach of this Lease by Lessee: (a) the insolvency of the Lessee; (b) the commencement of any bankruptcy proceedings whether begun by or against the Lessee; (c) the appointment of a receiver to take possession of all or substantially all of the assets of Lessee; (d) an assignment by Lessee for the benefit of creditors.

20. NOTICES. Any notice, demand or communication under or in connection with this Lease may be served by either party upon the other by personal service, or by mailing the same by registered mail in the United States Post Office, postage thereon fully prepaid, and directed to Lessor at 3231 Main Street, Oakley, California 94561 and may, likewise, be served on Lessee by personal service, or by mailing the same, addressed to lessee at 5920 Jersey Island Road, Oakley, California 94561, whether or not Lessee has departed from, abandoned or vacated said leased premises. Either Lessor or Lessee may change its address by notifying the other party in writing as to such new address as may be desired used and which same shall continue as the address until further written notice.

21. TIME IS OF THE ESSENCE. Time is hereby expressly declared to be of the essence of this Lease and of all the covenants, agreements, conditions and obligations herein contained.

22. NON-WAIVER OF BREACH. The waiver by Lessor of any breach of any term, covenant or condition herein contained shall not be deemed to be a waiver of such terms, covenants or conditions or any subsequent breach of the same or any other term, covenant or condition herein contained. The subsequent acceptance of rent hereunder by Lessor shall not be deemed to be a waiver of any preceding breach by Lessee of any term, covenant or condition of this Lease, regardless of Lessor's knowledge of such preceding breach at the time of acceptance of such rent.

23. EFFECT OF EXERCISE OF PRIVILEGE BY LESSOR. The exercise of any right or option or privilege hereunder by Lessor shall not exclude Lessor from exercising any and all other rights, privileges, and options hereunder and Lessor's failure to exercise any right, option or privilege nor shall it relieve Lessee from Lessee's part to be performed hereunder nor from damage or other remedy for failure to perform or meet the obligations of this Lease.

24. VACATING OR ABANDONMENT OF PREMISES. Lessee shall not vacate or abandon the leased premises any time during the lease term; and if Lessee shall abandon, vacate or surrender said leased premises, or be dispossessed by process of law, or otherwise, any personal property belonging to the Lessee and left on the leased premises shall be deemed to be abandoned, at the option of the Lessor, except such property as may be mortgaged to the Lessor, if any.

25. SURRENDER OF LEASE NOT MERGER. The voluntary or other surrender of this Lease by the Lessee, or a mutual cancellation thereof, shall not work a merger, and shall, at the option of the Lessor, terminate all of the existing subleases or subtenancies.

26. DESTRUCTION OF PREMISES.In the event of total destruction of the building in which the said leased premises are situated during the said term, from fire or other catastrophe, this Lease shall terminate. In the event of a partial destruction from any such causes, the Lessor shall forthwith restore the premises provided such restoration can be made within thirty (30) days under the laws and regulations of federal, state, county and municipal authorities, and materials and labor are available for such repairs, but such partial destruction shall in no way annul or void this Lease, except that Lessee shall be entitled to a proportionate deduction of rent while such restoration is being made, such proportionate deduction to be based upon the extent to which the making of such restoration shall interfere with the business carried on by Lessee in said leased premises. If such restoration cannot be made in thirty (30) days, Lessor may, at its option, make same within a reasonable time, this Lease continuing in full force and effect and the rent to be proportionately abated as in this paragraph provided. In the event that the Lessor does not so elect to make such restoration which cannot be made in thirty (30) days or a reasonable time, or such restoration cannot be made under such laws and regulations, or materials and labor are not available for such restoration within such time, this Lease may be terminated at the option of either party. In respect to any partial destruction which Lessor is obligated to restore or may elect to restore under the terms of this paragraph, the provisions of Section 1932, Subdivision 2, and of Section 1933, Subdivision 4, of the Civil Code of the State of California, are waived by the Lessee. In the event that the leased premises may be destroyed to the extent of more than 33-1/3% (thirty three and one-third percent) of the replacement cost thereof, the Lessor may elect to terminate this Lease. In any case that Lessor should elect or be obligated to restore or rebuild because of destruction as provided herein, Lessor's obligation shall be limited to the basic building,

store front and interior work originally provided by Lessor at the inception of this Lease; Lessee shall fully repair or replace its own alterations and improvements, exterior signs, trade fixtures, equipment, display cases and other installations originally installed by Lessee at its expense.

27. REMEDIES OF LESSOR OR DEFAULT. This Lease is made upon the express condition that if default be made in the payment of the rent above reserved, or any part thereof, or if Lessee falls or neglects to perform, meet or observe any of Lessee's obligations hereunder, or if Lessee shall abandon or vacate said leased premises, Lessor or the legal representative of Lessor, at any time thereafter, without notice or demand, may lawfully declare said term ended, and re-enter the said demised premises, or any part thereof, either with or without process of law, and expel, remove and put out Lessee or any person or persons occupying said leased premises and may remove all personal property therefrom, and store the same in a public warehouse at the cost of and on account of Lessee, using such force as may be necessary to again repossess and enjoy said leased premises as before this demise, without prejudice to any remedies which might otherwise be used for arrears of rent or preceding breach of covenant or condition, and without liability to any person for damages sustained by reason of such removal. Lessor may likewise, at Lessor's option, but at the cost of Lessee, and in addition to any other remedies which Lessor may have upon such default or failure or neglect and without notice to Lessee, petition the Superior Court of the State of California for and be entitled as a matter of right to the appointment of a receiver and said court may appoint such receiver and vest in him such powers and authority as may be necessary or proper to fully protect all the rights herein granted or reserved to Lessor. Any such receiver may take possession of any personal property belonging to the Lessee.

Should Lessor elect to re-enter, as herein provided, or should it take possession pursuant to legal proceedings or pursuant to any notice provided for by law, it may, in addition to any other remedies Lessor may have upon such default, failure or neglect, either terminate this Lease or it may from time to time, without terminating this Lease, relet the said leased premises, or any part thereof, for such term or terms and at such rental or rentals and upon such other terms and conditions as Lessor, in its sole discretion, may deem advisable, with the right to make alterations and repairs to said leased premises. Rentals received by Lessor from such reletting shall be applied: First, to the payment of any indebtedness, other than rent, due hereunder from Lessee to Lessor; second, to the payment of rent due and unpaid hereunder; third, to the payment of any cost of such reletting, including commissions; fourth, to the payment of the cost of any alterations and repairs to the leased premises; and the residue, if any, shall be held by Lessor and applied in payment of future rent as the same may become due and payable hereunder. Should such rentals received from such reletting during any month be less than that agreed to be paid during the month by Lessee hereunder, then Lessee shall pay such deficiency to Lessor. Such deficiency shall be calculated and paid monthly.

No such re-entry or taking possession of said leased premises by Lessor shall be construed as an election on its part to terminate this Lease unless a written notice of such intention be given to Lessee or unless the termination thereof be decreed by a court of competent jurisdiction. Notwithstanding any such reletting without termination, Lessor may at any time thereafter elect to terminate this Lease for such previous breach. Should Lessor at any time terminate this Lease for any breach, in addition to any other remedy it may have, it may recover from Lessee all damages it may incur by reason of such breach, including the worth at the time of any award of damages of the excess, if any, of the amount of rent reserved in this Lease for the balance of the term and charges equivalent to rent for the remainder of the stated term, and including the cost of recovering the leased premises over that which Lessee proves could reasonably have been avoided, pursuant to Section 1951.2 of the Civil Code of California. No notice of the exercise of any election given Lessor herein need be sent to Lessee.

28. SUBORDINATION. Lessee covenants that this Lease is and shall be at all times subject and subordinate to the liens of any mortgage or mortgages, deed of trust or deeds of trust now existing or which Lessor, or any subsequent owner of the demised premises shall make hereafter covering said premises, and to any and all advances made or to be made thereunder, and to the interest thereon and to any and all renewals thereof. Lessee covenants to execute, acknowledge, and deliver upon request, all documents demanded by Lessor to subordinate this Lease to any such indebtedness as herein provided.

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imposed upon Lessor or Lessee shall be joint and several. The marginal heading or titles to the paragraphs of this Lease are not a part of this Lease and shall have no effect upon the construction or interpretation of any part hereof.

32. COSTS OF SUIT. In the event that it becomes necessary or advisable for either party hereto to file suit against the other party to enforce any rights hereunder, the successful party in such lawsuit shall be entitled to a reasonable attorney's fee, to be taxed as costs in such suit or to be fixed by the Court in any such suit.

33. WAIVER OF SUBROGATION. As long as their respective insurers so permit, Lessor and Lessee mutually waive for themselves and their respective insurers, their respective rights of recovery against each other for any loss insured by fire, extended coverage and other property insurance policies, existing for the benefit of the respective parties, but solely to the extent of the amount of insurance proceeds received by the insured party.

IN WITNESS WHEREOF, the parties hereunto set their hands in duplicate, the day and year herein written.

LESSOR

City of Oakley,
A municipal corporation

By: _____
Bryan H. Montgomery
City Manager

Date: _____

LESSEE

Mary Ann Pastor,
An individual

By: _____
Mary Ann Pastor

Date: _____

ATTEST:

_____
Libby Vreonis
City Clerk

APPROVED AS TO FORM:

_____
Derek Cole
City Attorney

STAFF REPORT

DATE: June 9, 2020

TO: Bryan Montgomery, City Manager *Approved and Forwarded to the City Council*

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

SUBJECT: Approve the Formation of the City of Oakley Community Facilities District No. 2020-1 (Contra Costa Logistics Center), hold a Public Hearing and Special Landowner Election, Declare the Results of the Election and Introduce an Ordinance to Levy a Special Tax for Community Facilities District No. 2020-1 (Contra Costa Logistics Center)

Background and Analysis

On December 17, 2019, the City Council adopted a resolution approving the Vesting Tentative Map (TM 05-18) and Design Review (DR 12-18) for the project known as the Contra Costa Logistics Center (the "project") located in the northwest portion of the City of Oakley (the "City"), adjacent to State Route 60, on Bridgehead Road, north of Main Street and the Burlington Northern Santa Fe railroad. At build-out, the project will consist of approximately 2 million square feet of Class A light industrial, warehousing, distribution, e-commerce fulfillment, and light manufacturing space.

The Conditions of Approval for the project require the property owner to form a financing mechanism to mitigate their project's financial impact on the City's park, street lighting, landscape, stormwater, and police services budgets. The Mello-Roos Community Facilities Act of 1982 allows for the formation of a Community Facilities District ("CFD") to fund the services above through a levy of an annual special tax. The property owner for the project has requested the City of Oakley assist with the formation of Community Facilities District No. 2020-1 (Contra Costa Logistics Center) ("CFD No. 2020-1") to satisfy this condition of development.

The City has received a signed petition from NP Oakley, LLC (the "property owner") requesting the formation of CFD No. 2020-1. On April 14, 2020, the City Council adopted Resolution No. 14-20 ("Resolution of Intention"), declaring its intention to establish CFD No. 2020-1. The Public Hearing pursuant to the Resolution of Intention was set for Tuesday, May 26, 2020 and the Notice of Public Hearing was published in the East County Times. The Public Hearing was opened on Tuesday, May 26, 2020

and continued to Tuesday, June 9, 2020. After adoption of the Resolution of Intention, City staff members and the developer of the project had further discussions regarding the rate and method of apportionment of special tax, resulting in certain amendments to the rate and method. The revised rate and method of apportionment of special tax is attached to the Resolution of Formation (Attachment 2) as Exhibit B thereto. The revisions to the rate and method included the elimination of the Regional Parks special tax component and reducing the tax rate for the Community Parks special tax component.

If formed, CFD No. 2020-1 will provide a funding mechanism for the services listed in the Description of Services as approved in the Resolution of Intention and also included in Attachment 1 – Exhibit A of the Community Facilities District Report and Attachment 2 – Exhibit A of the Resolution of Formation.

The Boundary Map (Attachment 1 – Exhibit B of the Community Facilities District Report) was recorded with the Contra Costa County Recorder's office as required by the Community Facilities District Act. CFD No. 2020-1 is comprised of APNs 037-020-008, 037-020-014, 037-020-015, 037-020-016, 037-020-018, 037-020-019, 037-020-020, 037-020-021, and 037-020-022 as shown on the Boundary Map.

The remaining process that must be followed to finalize the formation of CFD No. 2020-1 is described below. Following the opening of the Public Hearing at the June 9, 2020 City Council meeting, any comments from the public are to be solicited and heard by City Council. After taking the public testimony, the hearing will be considered closed, and City Council is requested to consider the attached two Resolutions.

- Resolution of Formation that approves the formation of CFD No. 2020-1 (Attachment 2);
- Resolution Calling the Special Landowner Election (Attachment 3);

Should the above Resolutions be adopted by City Council, the landowner special election would then be conducted. NP Oakley, LLC is the only qualified elector within CFD No. 2020-1 at this time. Therefore, NP Oakley, LLC's ballot will be opened, and the vote tallied by the City Clerk at the City Council meeting. Following the vote, and assuming the election is successful, City Council is requested to consider the following:

- Resolution Declaring the Results of the Special Landowner Election and Directing Recording of Notice of Special Tax Lien (Attachment 4); and
- Introduction of Ordinance Establishing the Levy of the Special Tax (Attachment 5).

Should City Council adopt the Resolutions and introduce the Ordinance, the City Clerk would subsequently record the Notice of Special Tax Lien with the Contra Costa County Recorder's office. A second reading of the Ordinance would be scheduled for

the June 23, 2020 City Council Meeting. Final publication of the Ordinance would then take place within 15 days after the June 23, 2020 City Council meeting, completing the formation of CFD No. 2020-1.

Fiscal Impact

There will be no financial impact to the City's General Fund. The property owner for the Contra Costa Logistics Center project has funded all costs associated with the formation of CFD No. 2020-1. The proposed FY 2020-21 CFD No. 2020-1 maximum special tax rates to mitigate the project's financial impact on the City's parks, street lighting, landscape, stormwater, and police services budgets are as follows:

Maintenance/Services Component	Proposed Maximum Tax Rate per Acre
Regional Parks	$0.00
Community Parks	$481.80
Street Lighting	$190.24
Localized Landscaping	$274.42
Stormwater Inspections	$22.91
Police Protection Services	$1,908.40
Total:	**$2,877.77**

The project is expected to consist of 131 acres of taxable property at build-out. Therefore, successful formation of CFD No. 2020-1 would provide approximately $376,988 (in FY 2020-21 dollars) in revenue annually at build-out.

As specified in the Rate and Method of Apportionment included in Attachment 2 – Exhibit B of the Resolution of Formation, the annual maximum special tax shall be increased from the previous Fiscal Year by the Consumer Price Index – All Urban Consumers (San Francisco-Oakland-Hayward, CA) with a minimum annual increase of 3.00% and a maximum annual increase of 5.00% for any given year.

Staff Recommendation

Staff recommends that the City Council adopt the following three Resolutions and introduce one Ordinance:

1. Adopt Resolution of Formation approving the formation of CFD No. 2020-1;
2. Adopt Resolution Calling the Special Landowner Election;
3. Adopt Resolution Declaring the Results of the Special Landowner Election and Directing Recording of Notice of Special Tax Lien; and
4. Introduce Ordinance Establishing the Levy of the Special Tax.

Attachments

1. Community Facilities District Report;
    a. Exhibit A - Description of Services;

   b. Exhibit B - Boundary Map;
   c. Exhibit C - Cost Estimate; and
   d. Exhibit D - Rate and Method of Apportionment of Special Tax
2. Resolution of Formation;
   a. Exhibit A - Description of Services; and
   b. Exhibit B - Rate and Method of Apportionment of Special Tax.
3. Resolution of Calling the Special Landowner Election;
   a. Exhibit A - Official Ballot Special Tax Election.
4. Resolution Declaring the Results of Special Landowner Election and Directing Recording of Notice of Special Tax Lien; and
5. Ordinance Establishing the Levy of the Special Tax.

CITY OF OAKLEY
COMMUNITY FACILITIES DISTRICT NO. 2020-1
(CONTRA COSTA LOGISTICS CENTER)

COMMUNITY FACILITIES DISTRICT REPORT

CONTENTS

Introduction

A. Description of Services

B. Proposed Boundaries of the Community Facilities District

C. Cost Estimate

D. Rate and Method of Apportionment of Special Tax

* * * * * * * * * * * *

EXHIBIT A – Description of Services

EXHIBIT B – Boundary Map

EXHIBIT C – Cost Estimate

EXHIBIT D – Rate and Method of Apportionment of Special Tax

CITY OF OAKLEY
COMMUNITY FACILITIES DISTRICT NO. 2020-1
(CONTRA COSTA LOGISTICS CENTER)

INTRODUCTION

On April 14, 2020, the City Council of the City of Oakley (the "City") adopted a "Resolution of the City Council of the City of Oakley of Intention to Establish a Community Facilities District" (the "Resolution of Intention"), stating its intention to form the City of Oakley Community Facilities District No. 2020-1 (the "CFD") pursuant to the Mello-Roos Community Facilities Act of 1982, Sections 53311 et. seq., California Government Code (the "Act") to finance certain municipal services (the "Services") by levying special taxes (the "Special Taxes") in the area within the boundaries of the CFD.

In the Resolution of Intention, the Council expressly ordered the preparation of a written report (the "Report"), for the CFD containing the following:

1. A Description of the Services by type which will be required to adequately meet the needs of the CFD; and

2. An estimate of the fair and reasonable cost of the Services included therewith.

For particulars, reference is made to the Resolution of Intention, as previously approved and adopted by the Council.

NOW, THEREFORE, the undersigned does hereby submit the following data:

A. DESCRIPTION OF SERVICES. A general description of the proposed services is set forth in Exhibit "A" attached hereto and hereby made a part hereof.

B. PROPOSED BOUNDARIES OF THE COMMUNITY FACILITIES DISTRICT. The proposed boundaries of the CFD are those properties and parcels in which special taxes may be levied to pay for the costs and expenses of the Services. The proposed boundaries of the CFD are described on the boundary map on file with the City Clerk, to which reference is hereby made.

A reduced copy of the proposed boundaries of the CFD is set forth in Exhibit "B" attached hereto and hereby made a part hereof.

C. COST ESTIMATE. The cost estimate for the Services for the CFD is set forth in Exhibit "C" attached hereto and hereby made a part hereof.

D. RATE AND METHOD OF APPORTIONMENT OF SPECIAL TAX. The method of financing the Services is through the imposition and levy of a special tax to be apportioned on the properties in the CFD under the rate and method of apportionment of special tax for the CFD (the "Rate and Method"). The proposed Rate and Method was attached as Exhibit "B" to the Resolution of Intention and is attached hereto as Exhibit "D".

Dated as of _____, 2020

For and on behalf of the City Administrator
of the City of Oakley

By:_____

EXHIBIT A

CITY OF OAKLEY
COMMUNITY FACILITIES DISTRICT NO. 2020-1
(CONTRA COSTA LOGISTICS CENTER)

DESCRIPTION OF SERVICES

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

Regional Parks

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

Community Parks

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

Street Lighting

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

Localized Landscaping

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

Stormwater

Maintenance, including servicing, repair, replacement and removal of bio-retention facilities and drainage facilities (includes field inspections, record keeping, cost of permits and regulatory

fees, environmental mitigation monitoring, annual reporting, vegetation management, removal of silt, sediment, trash and debris from the drainage areas, bio-retention basins and City catch basins, etc.), both (i) in the CFD and (ii) outside the CFD but within the boundaries of the City if the City. Maintenance also includes cleaning and removal of graffiti, and associated electric, water and other utility costs.

Police Protection Services

Services, including obtaining, furnishing, operating, and maintaining police protection equipment or apparatus, paying the salaries and benefits of police protection personnel, and any other police protection service expenses deemed necessary by the City.

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

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

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

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

EXHIBIT B

CITY OF OAKLEY
COMMUNITY FACILITIES DISTRICT NO. 2020-1
(CONTRA COSTA LOGISTICS CENTER)

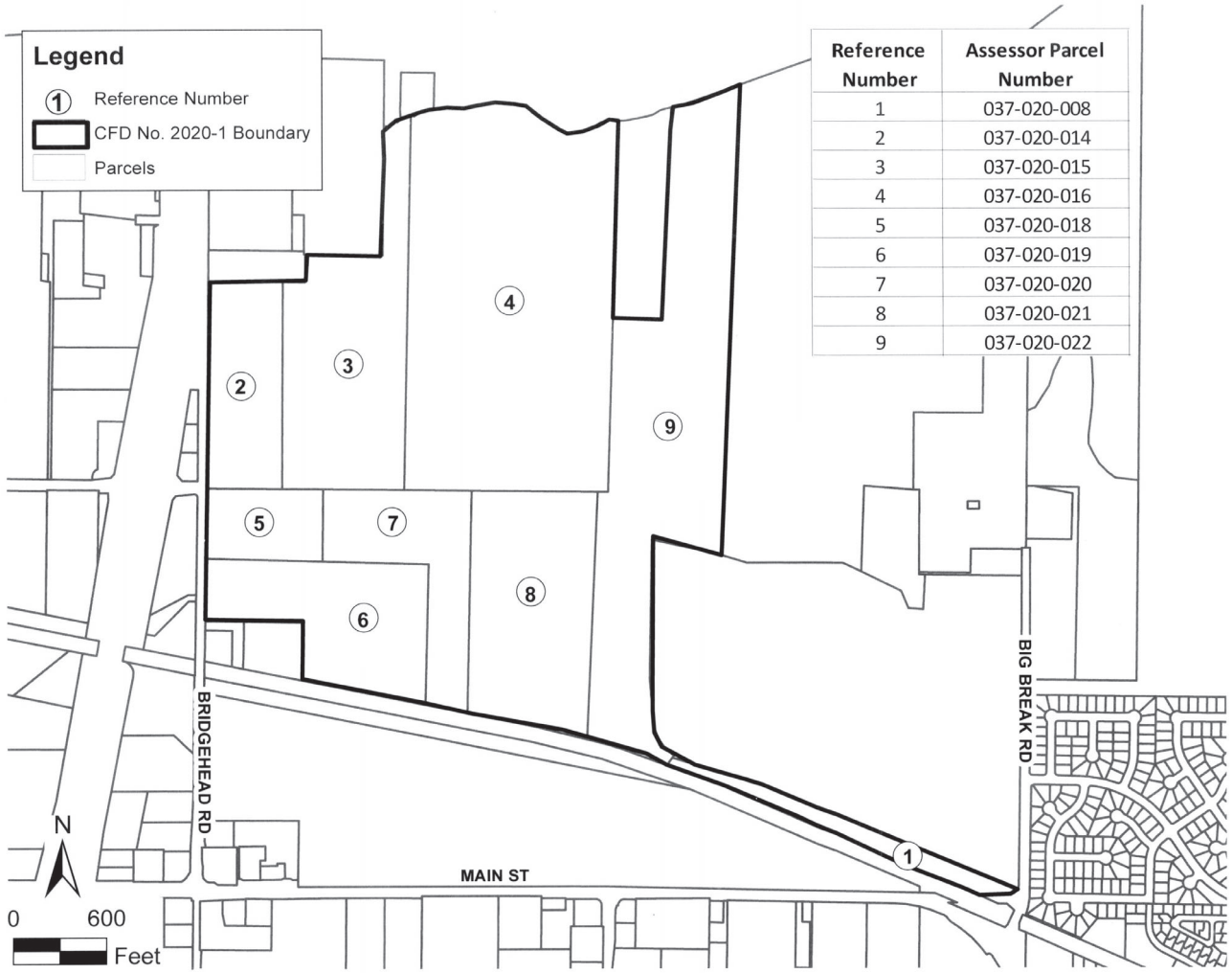
BOUNDARY MAP

Reference is hereby made to the map on file in the office of the City Clerk for a description of the boundaries of the CFD. A reduced copy of the boundary map for Community Facilities District No. 2020-1 (Contra Costa Logistics Center) is included on the following page.

PROPOSED BOUNDARY MAP

CITY OF OAKLEY COMMUNITY FACILITIES DISTRICT No. 2020-1
CONTRA COSTA LOGISTICS CENTER

CITY OF OAKLEY
COUNTY OF CONTRA COSTA, STATE OF CALIFORNIA



Reference Number	Assessor Parcel Number
1	037-020-008
2	037-020-014
3	037-020-015
4	037-020-016
5	037-020-018
6	037-020-019
7	037-020-020
8	037-020-021
9	037-020-022

Prepared by Francisco & Associates, Inc.

FILED IN THE OFFICE OF THE CITY CLERK OF THE CITY OF OAKLEY THIS 14th DAY OF April, 2020.

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

I HEREBY CERTIFY THAT THE WITHIN MAP SHOWING PROPOSED BOUNDARIES OF CITY OF OAKLEY COMMUNITY FACILITIES DISTRICT No. 2020-1, CITY OF OAKLEY, COUNTY OF CONTRA COSTA, STATE OF CALIFORNIA, WAS APPROVED BY THE CITY COUNCIL OF THE CITY OF OAKLEY, AT A REGULAR MEETING THEREOF, HELD ON THE 14th DAY OF April, 2020, BY ITS RESOLUTION No. 41-20.

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

FILED THIS 5th DAY OF May, 2020, AT THE HOUR OF 10:49 A.M. IN BOOK 88 OF MAPS OF ASSESSMENT AND COMMUNITY FACILITIES DISTRICTS AT PAGE 17, DOCUMENT No. 2020-84473 IN THE OFFICE OF THE COUNTY RECORDER IN CONTRA COSTA COUNTY, STATE OF CALIFORNIA.

A. Ramirez
COUNTY RECORDER
COUNTY OF CONTRA COSTA
STATE OF CALIFORNIA

ASSESSOR PARCELS WITHIN BOUNDARY: FOR PARTICULARS OF LINES AND DIMENSIONS OF PARCELS, REFERENCE IS MADE TO THE ASSESSOR PARCEL MAPS OF CONTRA COSTA COUNTY.

EXHIBIT C

CITY OF OAKLEY
COMMUNITY FACILITIES DISTRICT NO. 2020-1
(CONTRA COSTA LOGISTICS CENTER)

COST ESTIMATE
(FY 2020-21 DOLLARS)

Community Parks	$63,115.80
Street Lighting	$24,921.44
Localized Landscape Improvements	$35,949.02
Stormwater Inspections	$3,001.21
Police Services	$250,000.40
Total:	$376,987.87

EXHIBIT D

CITY OF OAKLEY
Community Facilities District No. 2020-1
(Contra Costa Logistics Center)

RATE AND METHOD OF APPORTIONMENT OF SPECIAL TAX

Special Taxes in the City of Oakley Community Facilities District No. 2020-1 (Contra Costa Logistics Center) (the "CFD" or "CFD No. 2020-1") shall be levied and collected according to the tax liability determined by the Administrator through the application of the appropriate amount or rate for Taxable Property, as described below. All of the property in CFD No. 2020-1, unless exempted by law or by the provisions of Section E herein, shall be taxed for the purposes, to the extent, and in the manner herein provided, including property subsequently annexed to CFD No. 2020-1, unless a separate Rate and Method of Apportionment of Special Tax is adopted for such annexation area.

A. DEFINITIONS

The terms hereinafter set forth have the following meanings:

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

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

"Administrative Expenses" means the following actual or reasonably estimated costs directly related to the administration of CFD No. 2020-1: the costs of computing the Special Tax and preparing the annual Special Tax collection schedules (whether by the City or any designee thereof or both); the costs of collecting the Special Taxes; the costs to the City, CFD No. 2020-1, or any designee thereof of complying with disclosure requirements associated with the Act; the costs associated with preparing Special Tax disclosure statements and responding to public inquiries, protests, or appeals regarding the Special Taxes; and the City's annual administration fees and third party expenses. Administrative Expenses shall also include amounts estimated or advanced by the City or CFD No. 2020-1 for any other administrative purposes of CFD No. 2020-1, including attorney's fees, costs associated with annexations to CFD No. 2020-1, and other costs related to commencing and pursuing to completion any foreclosure of delinquent Special Taxes.

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

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

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

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

"Authorized Services" means the public services authorized to be funded by CFD No. 2020-1 as set forth in the documents adopted by the Council when CFD No. 2020-1 was formed.

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

"Certificate of Occupancy" means a certificate issued by the City or a letter written by the Building Department to the Administrator to confirm that a building has met all of the building codes and can be occupied for residential and/or non-residential use. The initial Certificate of Occupancy will be assumed to occur nine (9) months after issuance of a Building Permit.

"**CFD" or "CFD No. 2020-1"** means the City of Oakley Community Facilities District No. 2020-1 (Contra Costa Logistics Center).

"City" means the City of Oakley.

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

"Commercial" means an individual building structure for commercial uses as defined per the County Assessor (e.g., retail stores, Office Buildings, restaurants, etc.).

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

"Council" means the City Council of the City of Oakley, acting as the legislative body for CFD No. 2020-1.

"County" means the County of Contra Costa.

"County Assessor" means the Contra Costa County Assessor.

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

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

"Final Map" or "Parcel Map" means a final map approved by the City pursuant to the Subdivision Map Act (California Government Code Section 66410, *et seq.*) that creates individual Parcels.

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

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

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

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

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

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

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

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

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

"Public Property" means, for each Fiscal Year: (i) any property within the boundaries of CFD No. 2020-1 that is owned by or irrevocably offered for dedication to the federal government, the State of California, the City or any other public agency; provided, however, that any property leased by a public agency to a private entity and subject to taxation under Section 53340.1 of the Act (as such section may be amended or replaced) shall be taxed and classified in accordance with its use; or (ii) any property within the boundaries of CFD No. 2020-1 that is encumbered by an unmanned utility easement making impractical its utilization for other than the purpose set forth in the easement.

"Residential Parcel" means for each Fiscal Year, all Assessor Parcels designated by the County Assessor as a Condominium Parcel, Single-Family Parcel, or Multi-Family Parcel. If it is determined by the Administrator that the County Assessor has assigned an incorrect County Land Use Code or the assigned County Land Use Code does not correctly describe

the intended or current use of the Taxable Parcel, the Administrator may assign a Land Use Classification to the Taxable Parcel described in Section C below.

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

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

"Special Tax" means any tax levied within CFD No. 2020-1 to pay the Special Tax Requirement for each Special Tax Component.

"Special Tax Component" means one of the following components of the Special Tax: Regional Parks Maintenance Tax, Community Parks Maintenance Tax, Street Lighting Maintenance Tax, Localized Landscaping Maintenance Tax, Stormwater Maintenance Tax, or Police Protection Services Tax.

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

"Taxable Property" or "Taxable Parcels" means all Assessors' Parcels within the boundaries of CFD No. 2020-1 that are not exempt from the Special Tax pursuant to law or Section E herein.

"Undeveloped Property" means, in any Fiscal Year, all Parcels of Taxable Property in CFD No. 2020-1 that are not classified as Developed Property.

B. DATA FOR ANNUAL TAX LEVY

Each Fiscal Year, the Administrator shall identify the current Assessor's Parcel Numbers for all Parcels of Taxable Property within CFD No. 2020-1. and the Special Tax Requirement for each Special Tax Component for the then-current Fiscal Year.

In any Fiscal Year, if it is determined that (i) a Final Map or Parcel Map for a portion of property in CFD No. 2020-1 was recorded after the last date upon which the County Assessor will incorporate the newly-created Parcels into the then current tax roll, (ii) because of the date the Final Map or Parcel Map was recorded, the County Assessor does not yet recognize the new Parcels that will be created by the Final Map or Parcel Map, and (iii) one or more of the newly-created Parcels would meet the definition of Taxable Property, the Administrator shall calculate the Special Tax for the property affected by recordation of the Final Map or Parcel Map by determining the Special Tax that applies separately to each new

Parcel that will be created by that Final Map or Parcel Map, then applying the sum of the individual Special Taxes to the Parcel that was subdivided by recordation of the Final Map or Parcel Map.

C. MAXIMUM SPECIAL TAXES

1. Developed Property - The Fiscal Year 2020-21 Maximum Special Tax for each Special Tax Component for all Parcels of Developed Property shall be as shown in Table 1 below:

Table 1: Developed Property

Special Tax Component	Land Use Classification	FY 2020-21 Maximum Tax	
Regional Parks Maintenance Tax	Non-Residential Parcel	$0.00	per Acre
Community Parks Maintenance Tax	Non-Residential Parcel	$481.80	per Acre
Street Lighting Maintenance Tax	Non-Residential Parcel	$190.24	per Acre
Localized Landscaping Maintenance Tax	Non-Residential Parcel	$274.42	per Acre
Stormwater Maintenance Tax	Non-Residential Parcel	$22.91	per Acre
Police Protection Services Tax	Non-Residential Parcel	$1,908.40	per Acre

2. Escalation of Maximum Special Tax

On July 1, 2021, and each July 1 thereafter, the Maximum Special Tax for each Special Tax Component for the current Fiscal Year for Developed Property shall be increased from the Maximum Special Tax for the respective Special Tax Component for the previous Fiscal Year by Consumer Price Index – All Urban Consumers (San Francisco-Oakland-Hayward, CA) (from February) with a minimum annual increase of three (3.00%) percent and a maximum annual increase of five (5.00%) percent for any given year.

D. METHOD OF LEVY AND COLLECTION OF SPECIAL TAXES

Each Fiscal Year, commencing with Fiscal Year 2021-22, the Administrator shall determine the Special Tax Requirement for each Special Tax Component for that Fiscal Year and levy each Special Tax Component on all Parcels of Taxable Property as follows:

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

The Special Tax for CFD No. 2020-1 shall be collected at the same time and in the same manner as ordinary ad valorem property taxes provided, however, that the City may (under the authority of Government Code Section 53340) collect Special Taxes at a different time or in a different manner if necessary to meet the financial obligations of CFD No. 2020-1,

and the Special Tax shall be subject to foreclosure if delinquent regardless of the manner in which it was collected.

E. EXEMPTIONS

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

F. INTERPRETATION OF SPECIAL TAX FORMULA

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

G. TERM OF THE SPECIAL TAX

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

H. REPEAL OF THE SPECIAL TAX

CFD No. 2020-1 was established to levy Special Taxes to finance the Authorized Services as a condition of the entitlement to develop property within CFD No. 2020-1. If the levy of the Special Tax is repealed by initiative or any other action participated in by the owners of Parcels in CFD No. 2020-1, the City shall cease to levy the Special Tax and shall cease to be obligated to provide the Authorized Services for which the Special Tax was levied.

I. SEVERABILITY

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

RESOLUTION NO. ____-20

A RESOLUTION OF THE CITY COUNCIL OF FORMATION OF COMMUNITY FACILITIES DISTRICT

CITY OF OAKLEY
Community Facilities District No. 2020-1
(Contra Costa Logistics Center)

WHEREAS, the City Council (the "Council") of the City of Oakley (the "City") has adopted a resolution entitled "A Resolution of the City Council of Intention to Establish a Community Facilities District" (the "Resolution of Intention"), stating its intention to form the "City of Oakley Community Facilities District No. 2020-1 (Contra Costa Logistics Center)" (the "CFD") pursuant to the Mello-Roos Community Facilities Act of 1982, as amended, Chapter 2.5 of Part 1 of Division 2 of Title 5, commencing with Section 53311, of the California Government Code (the "Act");

WHEREAS, the Resolution of Intention, incorporating a map of the proposed boundaries of the CFD and stating the services to be provided and the rate and method of apportionment of the special tax to be levied within the CFD to pay for the services, is on file with the City Clerk and the provisions thereof are incorporated herein by this reference as if fully set forth herein;

WHEREAS, subsequent to adoption of the Resolution of Intention, the Council desired to make certain amendments to the rate and method of apportionment of the special tax to be levied within the CFD to pay for the services, and such amended rate and method is attached hereto as Exhibit B

WHEREAS, on this date, this Council held a noticed public hearing as required by the Act and the Resolution of Intention relative to the proposed formation of the CFD;

WHEREAS, at the hearing all interested persons desiring to be heard on all matters pertaining to the formation of the CFD, the services to be provided therein and the levy of such special tax were heard and a full and fair hearing was held;

WHEREAS, at the hearing evidence was presented to this Council on such matters before it, including a special report (the "Report") as to the services to be provided through the CFD and the costs thereof, a copy of which is on file with the City Clerk, and this Council at the conclusion of said hearing is fully advised in the premises;

WHEREAS, written protests with respect to the formation of the CFD, the furnishing of specified types of services and the rate and method of apportionment of the special taxes have not been filed with the City Clerk by 50% or more of the registered voters residing within the territory of the CFD or property owners of one-half or more of the area of land within the CFD and not exempt from the proposed special taxes.

NOW, THEREFORE, the City Council of the City of Oakley resolves as follows:

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

2. No Majority Protest. The proposed CFD and the proposed special tax to be levied within the CFD have not been precluded by majority protest pursuant to section 53324 of the Act.

3. Prior Proceedings Valid. All prior proceedings taken by this City Council in connection with the establishment of the CFD and the levy of the special tax have been duly considered and are hereby found and determined to be valid and in conformity with the Act.

4. Name of the CFD. The community facilities district designated "City of Oakley Community Facilities District No. 2020-1 (Contra Costa Logistics Center)" is hereby established pursuant to the Act.

5. Boundaries of CFD. The boundaries of the CFD, as set forth in the map of the CFD heretofore recorded in the Contra Costa County Recorder's Office on May 5, 2020, at 10:49 a.m., in Book 88 of Maps of Assessment and Community Facilities Districts at Page 17, as Document No. 2020-84473, are hereby approved, are incorporated herein by reference and shall be the boundaries of the CFD.

6. Description of Services. The type of public services proposed to be financed by the CFD and pursuant to the Act shall consist of those items shown in Exhibit A hereto and by this reference incorporated herein (the "Services").

7. Special Tax.

a. Except to the extent that funds are otherwise available to the CFD to pay for the Services, a special tax (the "Special Tax") sufficient to pay the costs thereof, secured by the recordation of a continuing lien against all non-exempt real property in the CFD, is intended to be levied annually within the CFD, and collected in the same manner as ordinary ad valorem property taxes or in such other manner as may be prescribed by this Council.

b. The proposed rate and method of apportionment of the Special Tax among the parcels of real property within the CFD, as amended subsequent to the adoption of the Resolution of Intention and in sufficient detail to allow each landowner within the proposed CFD to estimate the maximum amount such owner will have to pay, are shown in Exhibit B attached hereto and hereby incorporated herein.

8. Increased Demands. It is hereby found and determined that the Services are necessary to meet increased demands placed upon local agencies, including the City, as the result of development occurring in the CFD. The Services are in addition to those provided in the territory of the CFD as of the date hereof and will not supplant services already available within the territory of the CFD as of the date hereof.

9. Responsible Official. The Finance Director (or his or her designee) of the City of Oakley, City Hall, 3231 Main Street, Oakley, California 94561, telephone number (925) 625-7000, is the officer of the City who will be responsible for preparing annually a current roll of the levy of the Special Tax obligations by assessor's parcel number and who will be responsible for estimating future levies of the Special Tax.

10. Tax Lien. Upon recordation of a notice of special tax lien pursuant to Section 3114.5 of the California Streets and Highways Code, a continuing lien to secure each levy of the Special Tax shall attach to all nonexempt real property in the CFD and this lien shall continue in force and effect until the Special Tax obligation is prepaid and permanently satisfied and the lien canceled in accordance with law or until collection of the Special Tax by the City ceases.

11. Appropriations Limit. In accordance with the Act, the annual appropriations limit, as defined by subdivision (h) of Section 8 of Article XIII B of the California Constitution, of the CFD is hereby preliminarily established at $400,000, and such appropriations limit shall be submitted to the voters of the CFD as hereafter provided. The proposition establishing such annual appropriations limit shall become effective if approved by the qualified electors voting thereon and shall be adjusted in accordance with the applicable provisions of the Act and the Constitution.

12. Election. Pursuant to the Act, the proposition of the levy of the Special Tax and the proposition of the establishment of the appropriations limit specified above shall be submitted to the qualified electors of the CFD at an election the time, place and conditions of which election shall be as specified by a separate resolution of this Council.

13. Effective Date. This resolution shall take effect from and after the date of its passage and adoption.

* * * * * * * * * * *

PASSED AND ADOPTED by the City Council of the City of Oakley at a meeting held on the 9th day of June, 2020 by the following vote:

AYES:
NOES:
ABSENT:
ABSTENTIONS:

APPROVED:

_____
Kevin Romick, Mayor

ATTEST:

_____
Libby Vreonis, City Clerk

EXHIBIT A

CITY OF OAKLEY
Community Facilities District No. 2020-1
(Contra Costa Logistics Center)

DESCRIPTION OF SERVICES

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

Regional Parks

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

Community Parks

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

Street Lighting

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

Localized Landscaping

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

Stormwater

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

Police Protection Services

Services, including obtaining, furnishing, operating, and maintaining police protection equipment or apparatus, paying the salaries and benefits of police protection personnel, and any other police protection service expenses deemed necessary by the City.

Administrative Expenses and Reserve Collection

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

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

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

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

EXHIBIT B

Community Facilities District No. 2020-1
(Contra Costa Logistics Center)

RATE AND METHOD OF APPORTIONMENT OF SPECIAL TAX

Special Taxes in the City of Oakley Community Facilities District No. 2020-1 (Contra Costa Logistics Center) (the "CFD" or "CFD No. 2020-1") shall be levied and collected according to the tax liability determined by the Administrator through the application of the appropriate amount or rate for Taxable Property, as described below. All of the property in CFD No. 2020-1, unless exempted by law or by the provisions of Section E herein, shall be taxed for the purposes, to the extent, and in the manner herein provided, including property subsequently annexed to CFD No. 2020-1, unless a separate Rate and Method of Apportionment of Special Tax is adopted for such annexation area.

A. DEFINITIONS

The terms hereinafter set forth have the following meanings:

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

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

"Administrative Expenses" means the following actual or reasonably estimated costs directly related to the administration of CFD No. 2020-1: the costs of computing the Special Tax and preparing the annual Special Tax collection schedules (whether by the City or any designee thereof or both); the costs of collecting the Special Taxes; the costs to the City, CFD No. 2020-1, or any designee thereof of complying with disclosure requirements associated with the Act; the costs associated with preparing Special Tax disclosure statements and responding to public inquiries, protests, or appeals regarding the Special Taxes; and the City's annual administration fees and third party expenses. Administrative Expenses shall also include amounts estimated or advanced by the City or CFD No. 2020-1 for any other administrative purposes of CFD No. 2020-1, including attorney's fees, costs associated with annexations to CFD No. 2020-1, and other costs related to commencing and pursuing to completion any foreclosure of delinquent Special Taxes.

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

“Assessor’s Parcel” or **“Parcel”** means a lot or parcel shown on an Assessor’s Parcel Map with an assigned Assessor’s Parcel Number.

“Assessor’s Parcel Map” means an official map of the County Assessor designating parcels by Assessor’s Parcel Number.

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

“Authorized Services” means the public services authorized to be funded by CFD No. 2020-1 as set forth in the documents adopted by the Council when CFD No. 2020-1 was formed.

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

"Certificate of Occupancy" means a certificate issued by the City or a letter written by the Building Department to the Administrator to confirm that a building has met all of the building codes and can be occupied for residential and/or non-residential use.

“**CFD” or “CFD No. 2020-1”** means the City of Oakley Community Facilities District No. 2020-1 (Contra Costa Logistics Center).

“City” means the City of Oakley.

“City Manager” means the City Manager of the City of Oakley.

“Commercial” means an individual building structure for commercial uses as defined per the County Assessor (e.g., retail stores, Office Buildings, restaurants, etc.).

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

“Council” means the City Council of the City of Oakley, acting as the legislative body for CFD No. 2020-1.

“County” means the County of Contra Costa.

“County Assessor” means the Contra Costa County Assessor.

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

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

"Final Map" or "Parcel Map" means a final map approved by the City pursuant to the Subdivision Map Act (California Government Code Section 66410, *et seq.*) that creates individual Parcels.

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

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

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

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

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

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

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

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

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

"Public Property" means, for each Fiscal Year: (i) any property within the boundaries of CFD No. 2020-1 that is owned by or irrevocably offered for dedication to the federal government, the State of California, the City or any other public agency; provided, however, that any property leased by a public agency to a private entity and subject to taxation under Section 53340.1 of the Act (as such section may be amended or replaced) shall be taxed and classified in accordance with its use; or (ii) any property within the boundaries of CFD No. 2020-1 that is encumbered by an unmanned utility easement making impractical its utilization for other than the purpose set forth in the easement.

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

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

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

"Special Tax" means any tax levied within CFD No. 2020-1 to pay the Special Tax Requirement for each Special Tax Component.

"Special Tax Component" means one of the following components of the Special Tax: Regional Parks Maintenance Tax, Community Parks Maintenance Tax, Street Lighting Maintenance Tax, Localized Landscaping Maintenance Tax, Stormwater Maintenance Tax, or Police Protection Services Tax.

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

issuance of Certificate of Occupancy will be considered in determining the Special Tax Requirement. The initial Certificate of Occupancy will be assumed to occur nine (9) months after issuance of a Building Permit.

"Taxable Property" or "Taxable Parcels" means all Assessors' Parcels within the boundaries of CFD No. 2020-1 that are not exempt from the Special Tax pursuant to law or Section E herein.

"Undeveloped Property" means, in any Fiscal Year, all Parcels of Taxable Property in CFD No. 2020-1 that are not classified as Developed Property.

B. DATA FOR ANNUAL TAX LEVY

Each Fiscal Year, the Administrator shall identify the current Assessor's Parcel Numbers for all Parcels of Taxable Property within CFD No. 2020-1. and the Special Tax Requirement for each Special Tax Component for the then-current Fiscal Year. Each Special Tax Component shall be levied only to pay for their related Special Tax Requirement. The anticipated timing for initial issuance of Certificate of Occupancy will be considered in determining the Special Tax Requirement. The initial Certificate of Occupancy will be assumed to occur nine (9) months after issuance of a Building Permit.

In any Fiscal Year, if it is determined that (i) a Final Map or Parcel Map for a portion of property in CFD No. 2020-1 was recorded after the last date upon which the County Assessor will incorporate the newly-created Parcels into the then current tax roll, (ii) because of the date the Final Map or Parcel Map was recorded, the County Assessor does not yet recognize the new Parcels that will be created by the Final Map or Parcel Map, and (iii) one or more of the newly-created Parcels would meet the definition of Taxable Property, the Administrator shall calculate the Special Tax for the property affected by recordation of the Final Map or Parcel Map by determining the Special Tax that applies separately to each new Parcel that will be created by that Final Map or Parcel Map, then applying the sum of the individual Special Taxes to the Parcel that was subdivided by recordation of the Final Map or Parcel Map.

C. MAXIMUM SPECIAL TAXES

1. Developed Property - The Fiscal Year 2020-21 Maximum Special Tax for each Special Tax Component for all Parcels of Developed Property shall be as shown in Table 1 below:

Table 1: Developed Property			
Special Tax Component	**Land Use Classification**	**FY 2020-21 Maximum Tax**	
Regional Parks Maintenance Tax	Non-Residential Parcel	$0.00	per Acre
Community Parks Maintenance Tax	Non-Residential Parcel	$481.80	per Acre
Street Lighting Maintenance Tax	Non-Residential Parcel	$190.24	per Acre
Localized Landscaping Maintenance Tax	Non-Residential Parcel	$274.42	per Acre
Stormwater Maintenance Tax	Non-Residential Parcel	$22.91	per Acre
Police Protection Services Tax	Non-Residential Parcel	$1,908.40	per Acre

3. Escalation of Maximum Special Tax

On July 1, 2021, and each July 1 thereafter, the Maximum Special Tax for each Special Tax Component for the current Fiscal Year for Developed Property shall be increased from the Maximum Special Tax for the respective Special Tax Component for the previous Fiscal Year by Consumer Price Index – All Urban Consumers (San Francisco-Oakland-Hayward, CA) (from February) with a minimum annual increase of three (3.00%) percent and a maximum annual increase of five (5.00%) percent for any given year.

D. METHOD OF LEVY AND COLLECTION OF SPECIAL TAXES

Each Fiscal Year, commencing with Fiscal Year 2021-22, the Administrator shall determine the Special Tax Requirement for each Special Tax Component for that Fiscal Year and levy each Special Tax Component on all Parcels of Taxable Property as follows:

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

The Special Tax for CFD No. 2020-1 shall be collected at the same time and in the same manner as ordinary ad valorem property taxes provided, however, that the City may (under the authority of Government Code Section 53340) collect Special Taxes at a different time or in a different manner if necessary to meet the financial obligations of CFD No. 2020-1, and the Special Tax shall be subject to foreclosure if delinquent regardless of the manner in which it was collected.

E. EXEMPTIONS

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

F. INTERPRETATION OF SPECIAL TAX FORMULA

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

G. TERM OF THE SPECIAL TAX

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

H. REPEAL OF THE SPECIAL TAX

CFD No. 2020-1 was established to levy Special Taxes to finance the Authorized Services as a condition of the entitlement to develop property within CFD No. 2020-1. If the levy of the Special Tax is repealed by initiative or any other action participated in by the owners of Parcels in CFD No. 2020-1, the City shall cease to levy the Special Tax and shall cease to be obligated to provide the Authorized Services for which the Special Tax was levied.

I. SEVERABILITY

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

RESOLUTION NO. _____-20

**A RESOLUTION OF THE CITY COUNCIL
CALLING SPECIAL LANDOWNER ELECTION
FOR COMMUNITY FACILITIES DISTRICT**

**CITY OF OAKLEY
Community Facilities District No. 2020-1
(Contra Costa Logistics Center)**

WHEREAS, the City Council (the "Council") of the City of Oakley (the "City") has adopted a resolution entitled "A Resolution of the City Council of Formation of Community Facilities District" (the "Resolution of Formation"), ordering the formation of the "City of Oakley Community Facilities District No. 2020-1 (Contra Costa Logistics Center)" (the "CFD"), defining the public services (the "Services") to be provided by the CFD, authorizing the levy of a special tax on property within the CFD and preliminarily establishing an appropriations limit for the CFD, all pursuant to Chapter 2.5 of Part 1 of Division 2 of Title 5, commencing with Section 53311, of the California Government Code (the "Act"); and

WHEREAS, pursuant to the Resolution of Formation, the propositions of the levy of the special tax and the establishment of the appropriations limit shall be submitted to the qualified electors of the CFD as required by the Act.

NOW, THEREFORE, the City Council of the City of Oakley resolves as follows:

1. Issues Submitted. Pursuant to the Act, the issues of the levy of the special tax and the establishment of the appropriations limit shall be submitted to the qualified electors (as defined below) of the CFD at an election called therefor as provided below.

2. Qualified Electors. This Council hereby finds that fewer than 12 persons have been registered to vote within the territory of the CFD for each of the 90 days preceding the close of the public hearings heretofore conducted and concluded by this Council for the purposes of these proceedings. Accordingly, and pursuant to Section 53326 of the Act, this Council finds that, for these proceedings, the qualified electors are the landowners within the CFD and that the vote shall be by such landowners or their authorized representatives, each having one vote for each acre or portion thereof such landowner owns in the CFD as of the close of the public hearing.

3. Conduct of Election. This Council hereby calls a special election to consider the issues described in section 1 above, which shall be held on June 9, 2020, and the results thereof canvassed at the meeting of this Council on June 9, 2020. The City Clerk is hereby designated as the official to conduct the election and to receive all ballots until the close of business on the election date. It is hereby acknowledged that the Clerk has on file the Resolution of Formation, a map of the boundaries of the CFD, and a sufficient description to allow the Clerk to determine the electors of the CFD. Pursuant to Section 53327 of the Act, the election shall be conducted by messenger or mail-delivered ballot pursuant to Section 4000 of the California Elections Code, except that Sections 53326 and 53327 of the Act shall govern for purposes of determining the date of the election.

4. Ballot. As authorized by Section 53353.5 of the Act, the issues described in Section 1 above shall be combined into a single ballot measure, the form of which as attached

hereto as Exhibit "A" is hereby approved. The City Clerk is hereby authorized and directed to cause a ballot, in substantially the form of Exhibit "A," to be delivered to each of the qualified electors of the CFD. Each ballot shall indicate the number of votes to be voted by the respective landowner to which the ballot pertains. Each ballot shall be accompanied by all supplies and written instructions necessary for the use and return of the ballot. The envelope to be used to return the ballot shall be enclosed with the ballot, have the return postage prepaid, and contain the following: (a) the name and address of the landowner, (b) a declaration, under penalty of perjury, stating that the voter is the owner of record or authorized representative of the landowner entitled to vote and is the person whose name appears on the envelope, (c) the printed name, signature and address of the voter, (d) the date of signing and place of execution of the declaration pursuant to clause (b) above, and (e) a notice that the envelope contains an official ballot.

5. Waivers. This Council hereby further finds that the provisions of Section 53326 of the Act requiring a minimum of 90 days following the adoption of the Resolution of Formation to elapse before the special election are for the protection of the qualified electors of the CFD. There is on file with the Clerk a written waiver executed by all of the qualified electors of the CFD allowing for a shortening of the time for the special election to expedite the process of formation of the CFD and waiving any requirement for notice, analysis and arguments in connection with the election. Accordingly, this Council finds and determines that the qualified electors have been fully apprised of and have agreed to the shortened time for the election and waiver of analysis and arguments, and have thereby been fully protected in these proceedings. This Council also finds and determines that the City Clerk has concurred in the shortened time for the election. Analysis and arguments with respect to the ballot measures are hereby waived, as provided in Section 53327 of the Act.

6. Accountability. Under Section 50075.1 of the Government Code, the following accountability provisions shall apply to the special taxes: (a) the provision of the Services and the incidental costs thereof, all as defined in the Resolution of Formation, shall constitute the specific single purpose; (b) the proceeds shall be applied only to the specific purposes identified in (a) above; (c) there shall be created special account(s) or funds(s) into which the proceeds shall be deposited; and (d) there shall be caused to be prepared an annual report if required by Section 50075.3 of the Government Code.

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

****

PASSED AND ADOPTED by the City Council of the City of Oakley at a meeting held on the 9th day of June, 2020 by the following vote:

AYES:
NOES:
ABSENT:
ABSTENTIONS:

APPROVED:

_____
Kevin Romick, Mayor

ATTEST:

_____
Libby Vreonis, City Clerk

EXHIBIT A

CITY OF OAKLEY
Community Facilities District No. 2020-1
(Contra Costa Logistics Center)

OFFICIAL BALLOT
SPECIAL TAX ELECTION

This ballot is for a special, landowner election. You must return this ballot in the enclosed postage paid envelope to the office of the City Clerk of the City of Oakley no later than the hour of 6:30 p.m. on Tuesday, June 9, 2020, either by mail or in person. The City Clerk's office is located at 3231 Main Street, Oakley, California.

To vote, mark a cross (X) on the voting line after the word "YES" or after the word "NO". All marks otherwise made are forbidden. All distinguishing marks are forbidden and make the ballot void.

If you wrongly mark, tear, or deface this ballot, return it to the City Clerk of the City of Oakley and obtain another.

> **BALLOT MEASURE**: Shall the City of Oakley be authorized to annually levy a special tax solely on lands within the City of Oakley Community Facilities District No. 2020-1 (Contra Costa Logistics Center) (the "CFD") in accordance with the rate and method contained in the Resolution of Formation of the CFD adopted by the City Council of the City on June 9, 2020, commencing in the City's fiscal year 2021-22, to pay for the municipal services for the CFD and to pay the costs of the City in administering the CFD, and shall the annual appropriations limit of the CFD be established in the amount of $400,000? The estimated amount of money authorized to be raised annually ranges between $0 and $1.18 million over the first 30 years of the levy.

YES: _____

NO: _____

By execution in the space provided below, you also confirm your written waiver of the time limit pertaining to the conduct of the election and any requirement for analysis and arguments with respect to the ballot measure.

Number of acres: ____
Number of Votes: ____
Property Owner: _____

_____
Authorized Representative

RESOLUTION NO. _____-20

**A RESOLUTION OF THE CITY COUNCIL
DECLARING RESULTS OF SPECIAL LANDOWNER ELECTION
AND DIRECTING RECORDING OF NOTICE OF SPECIAL TAX LIEN**

**CITY OF OAKLEY
Community Facilities District No. 2020-1
(Contra Costa Logistics Center)**

WHEREAS, the City Council (the "Council") of the City of Oakley (the "City") has adopted a resolution entitled "A Resolution of the City Council of Formation of Community Facilities District" (the "Resolution of Formation"), ordering the formation of the "City of Oakley Community Facilities District No. 2020-1 (Contra Costa Logistics Center)" (the "CFD"), authorizing the levy of a special tax on property within the CFD, and preliminarily establishing an appropriations limit for the CFD, all pursuant to Chapter 2.5 of Part 1 of Division 2 of Title 5, commencing with Section 53311, of the California Government Code (the "Act").

WHEREAS, under the Resolution of Formation and a resolution entitled "Resolution Calling Special Landowner Election for Community Facilities District" (the "Election Resolution") heretofore adopted by this Council, the propositions of the levy of the special tax and the establishment of the appropriations limit were submitted to the qualified electors of the CFD as required by the provisions of the Act.

WHEREAS, pursuant to the Election Resolution, which are by this reference incorporated herein, the special election has been held and the City Clerk has on file a Canvass and Statement of Results of Election, (the "Canvass") a copy of which is attached hereto as Exhibit A; and

WHEREAS, this Council has been informed of the Canvass, finds it appropriate and wishes to complete its proceedings for the CFD.

NOW, THEREFORE, the City Council of the City of Oakley resolves as follows:

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

2. Issues Presented. The issues presented at the special election were the levy of a special tax within the CFD and the approval of an annual appropriations limit of not to exceed $400,000, all pursuant to the Resolution of Formation.

3. Canvass and Issues Approved. The Council hereby approves the Canvass and finds that it shall be a permanent part of the record of its proceedings for the CFD. Pursuant to the Canvass, the issues presented at the special election were approved by the qualified electors of the CFD by more than two-thirds of the votes cast at the special election.

4. Proceedings Approved. Pursuant to the voter approval, the CFD is hereby declared to be fully formed with the authority to levy the special taxes and to have the established appropriations limit, all as heretofore provided in these proceedings and in the Act. It is hereby found that all prior proceedings and actions taken by this Council with respect to the CFD were valid and in conformity with the Act.

5. Notice of Tax Lien. The City Clerk is hereby directed to complete, execute and cause to be recorded in the office of the County Recorder of the County of Contra Costa a notice of special tax lien in the form required by the Act, such recording to occur no later than 15 days following adoption of this resolution by the Council

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

****

PASSED AND ADOPTED by the City Council of the City of Oakley at a meeting held on the 9th day of June, 2020 by the following vote:

AYES:
NOES:
ABSENT:
ABSTENTIONS:

APPROVED:

_____
Kevin Romick, Mayor

ATTEST:

_____
Libby Vreonis, City Clerk

EXHIBIT A

CANVASS AND STATEMENT OF RESULT OF ELECTION

CITY OF OAKLEY
Community Facilities District No. 2020-1
(Contra Costa Logistics Center)

I hereby certify that on June 9, 2020, I canvassed the returns of the election held on June 9, 2020, in the City of Oakley Community Facilities District No. 2020-1 (Contra Costa Logistics Center) and the total number of ballots cast in such District and the total number of votes cast for and against the measure are as follows and the totals as shown for and against the measure are full, true and correct:

	Qualified Landowner Votes	Votes Cast	YES	NO
City of Oakley Community Facilities District No. 2020-1 (Contra Costa Logistics Center) Special Tax Election, June 9, 2020	____	_____	_____	_____

BALLOT MEASURE: Shall the City of Oakley be authorized to annually levy a special tax solely on lands within the City of Oakley Community Facilities District No. 2020-1 (Contra Costa Logistics Center) (the "CFD") in accordance with the rate and method contained in the Resolution of Formation of the CFD adopted by the City Council of the City on June 9, 2020, commencing in the City's fiscal year 2021-22, to pay for the municipal services for the CFD and to pay the costs of the City in administering the CFD, and shall the annual appropriations limit of the CFD be established in the amount of $400,000? The estimated amount of money authorized to be raised annually ranges between $0 and $1.18 million over the first 30 years of the levy.

YES: _____

NO: _____

IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND on June 9, 2020.

By: _____
City Clerk
City of Oakley

ORDINANCE NO. _____

ORDINANCE LEVYING SPECIAL TAX

CITY OF OAKLEY
Community Facilities District No. 2020-1
(Contra Costa Logistics Center)

SECTION 1. FINDINGS

A. The City Council (this "Council") of the City of Oakley (the "City") has adopted a resolution entitled "A Resolution of the City Council of Intention to Establish a Community Facilities District" (the "Resolution of Intention"), and has conducted proceedings (the "Proceedings") to establish "City of Oakley Community Facilities District No. 2020-1 (Contra Costa Logistics Center)" (the "CFD") pursuant to the Mello-Roos Community Facilities Act of 1982, as amended, Chapter 2.5 of Part 1 of Division 2 of Title 5, commencing with Section 53311, of the California Government Code (the "Act") to fund certain municipal services (the "Services) as provided in the Act.

B. Pursuant to notice as specified in the Act, and as part of the Proceedings, the Council has held a public hearing under the Act relative to the determination to proceed with the formation of the CFD and the rate and method of apportionment of the special tax ("Special Tax") to be levied within the CFD to finance the Services, and at such hearing all persons desiring to be heard on all matters pertaining to the formation of the CFD and the levy of the Special Tax were heard, substantial evidence was presented and considered by this Council and a full and fair hearing was held.

C. Upon the conclusion of the hearing, this Council adopted a resolution entitled "Resolution of Formation of Community Facilities District" (the "Resolution of Formation"), pursuant to which it completed the Proceedings for the establishment of the CFD, the authorization of the levy of the Special Tax within the CFD and the calling of an election within the CFD on the propositions of levying the Special Tax and establishing an appropriations limit within the CFD, respectively.

D. On June 9, 2020, a special election was held among the landowner voters within the CFD at which such voters approved such propositions by the two-thirds vote required by the Act, which has been confirmed by resolution of this Council.

SECTION 2. By the passage of this Ordinance, the Council hereby authorizes and levies the Special Tax within the CFD pursuant to the Act, at the rate and in accordance with the rate and method of apportionment of Special Tax set forth in the Resolution of Formation which rate and method is by this reference incorporated herein. The Special Tax is hereby levied commencing in fiscal year 2021-22 and in each fiscal year thereafter to pay for the Services for the CFD, as contemplated by the Resolution of Formation and the Proceedings and all costs of administering the CFD.

SECTION 3. The Finance Director or designee, or an employee or consultant of the City, is hereby authorized and directed each fiscal year to determine the specific Special Tax to be levied for the next ensuing fiscal year for each parcel of real property within the CFD, in the manner and as provided in the Resolution of Formation.

SECTION 4. Exemptions from the levy of the Special Tax shall be as provided in the Resolution of Formation and the applicable provisions of the Act. In no event shall the Special Tax be levied on any parcel within the CFD in excess of the maximum Special Tax specified in the Resolution of Formation.

SECTION 5. All of the collections of the Special Tax shall be used as provided in the Act and in the Resolution of Formation, including, but not limited to, the payment of costs of the Services, the payment of the costs of the City in administering the CFD, and the costs of collecting and administering the Special Tax.

SECTION 6. The Special Tax shall be collected in the same manner as ordinary ad valorem taxes are collected and shall have the same lien priority, and be subject to the same penalties and the same procedure and sale in cases of delinquency as provided for ad valorem taxes; provided, however, that the Council may provide for other appropriate methods of collection by resolution(s) of the Council. In addition, the provisions of Section 53356.1 of the Act shall apply to delinquent Special Tax payments. The Finance Director of the City is hereby authorized and directed to provide all necessary information to the auditor/tax collector of the County of Contra Costa in order to effect proper billing and collection of the Special Tax, so that the Special Tax shall be included on the secured property tax roll of the County of Contra Costa for fiscal year 2021-22 and for each fiscal year thereafter until no longer required to pay for the Services or until otherwise terminated by the City.

SECTION 7. If for any reason any portion of this ordinance is found to be invalid, or if the Special Tax is found inapplicable to any particular parcel within the CFD, by a court of competent jurisdiction, the balance of this ordinance and the application of the Special Tax to the remaining parcels within the CFD shall not be affected.

SECTION 8. The Mayor shall sign this Ordinance and the City Clerk shall cause the same to be published immediately after its passage at least once in a newspaper of general circulation circulated in the City.

SECTION 9. This Ordinance shall take effect 30 days from the date of final passage.

The foregoing Ordinance was adopted at a regular meeting of the City Council of the City of Oakley held on the 9th day of June, 2020, by Councilmember _____ who moved its adoption and passage, which motion being duly seconded by Councilmember _____ was upon voice vote carried and ordered posted by the following vote:

AYES:
NOES:
ABSTENTIONS:
ABSENT:

APPROVED:

_____
Kevin Romick, Mayor

ATTEST:

_____
Libby, Vreonis, City Clerk

OAKLEY
CALIFORNIA

STAFF REPORT

DATE: Tuesday, June 9, 2020

TO: Bryan Montgomery, City Manager *Approved and Forwarded to the City Council*

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

SUBJECT: Public Hearing to Consider Confirming the Diagrams and Assessments and Ordering the Levy and Collection of the Annual Assessments for Fiscal Year 2020-21 for the City of Oakley Street Lighting and Landscape Assessment District No. 1

Background and Analysis

On July 10, 2000, the City Council approved a resolution ordering the formation of the City of Oakley Street Lighting and Landscape Assessment District No. 1 (District) to fund the annual costs to operate and maintain public parks, landscaping, and street lighting within the District. Prior to July 10, 2000 the annual operation and maintenance costs were funded through the Countywide Landscaping and Lighting District (LL-2) and County Service Area L-100 (CSA L-100).

In accordance with the Landscape and Lighting Act of 1972 (Streets and Highways Code Section 22500 et seq.), the City is required to have an Engineer's Report prepared annually. As in past years, the City Engineer utilized the services of Francisco & Associates, Inc. to prepare this year's Engineer's Report. The Fiscal Year (FY) 2020-21 Engineer's Report contains; a full and detailed description of the improvements to be operated and maintained, the ensuing year's operation and maintenance budget, the method used to spread the operation and maintenance costs to the benefitting parcels within the District, a diagram showing the boundaries of the District and each zone within the District, and a listing of each individual parcel's assessment. The FY 2020-21 Engineer's Report has been filed with the City Clerk in advance of the Public Hearing.

On May 12, 2020, the City Council approved Resolution No. 54-20 declaring the intent to levy and collect assessments for FY 2020-21 and set June 9, 2019 as the date for the Public Hearing. As required by law, a notice for the Public Hearing was published in the local newspaper at least ten days in advance of the Public Hearing.

The District includes three zones, two of which are Citywide. Zone 1, commonly known as the Citywide Parks Zone, provides for the operation and maintenance of community

parks, landscaping, and recreational facilities throughout the City. Zone 2, commonly known as the Citywide Street Lighting Zone, provides for the operation and maintenance of street lights within the public right of ways throughout the City. Zone 3, commonly known as the Neighborhood Zone contains 26 neighborhood sub-zones and provides for the operation and maintenance of landscaping and neighborhood parks for specific projects of neighborhoods.

There are no proposed assessment rate increases in the District for Fiscal Year 2020-21 above the allowed maximum assessment rates.

While the purpose of the Engineer's Report is to establish the assessment rates to be levied for the year, Staff uses the document to review the overall financial health of the individual zones within the District. It is important to note that the budgets are based on the best current information and Staff's projections for the ensuing fiscal year.

Zone 1 has had several projects come on line in recent years including the Marsh Creek restoration project, the Main Street medians in the downtown area that are being expanded as part of the road improvement project, the addition of new landscaping located at the Highway Off Ramp/Main Street at Neroly Rd intersection, and improvements to the Moura property.

Zone 2 continues to rely on a contribution from Gas Tax to fund the PG&E utility charges. Assessments are expected to be up slightly from what was budgeted last year, but a Gas Tax contribution of approximately $190,000 for FY 2020-21 is expected, based on FY 2019-20 costs. Utility charges continue to increase as new lights are added. However, new LED lights are expected to lower energy costs in the future. As in the past, Staff will apply all of the assessment revenue to the expenditures before utilizing the Gas Tax funds, so they will only be used if necessary.

Of the 26 sub areas in Zone 3, the projected revenues are roughly equal to or exceed annual expenditures (careful review of the individual sub-zone budgets will reveal that some total expenditures are slightly higher than the revenues; and in practicality Staff will be managing actual costs throughout the year to try and not spend more funds than are being generated annually, unless absolutely necessary). Some of the older zones need to be managed aggressively to ensure that adequate funds are available, but that is no different than in years' past.

The Public Hearing also provides an opportunity for the Council to hear testimony regarding the proposed FY 2020-21 assessments, and at the conclusion of the Public Hearing, the City Clerk must tabulate all written protests that have been filed and not withdrawn. If property owners owning more than 50% of the assessable land within the proposed District have filed written protests, the Council must abandon the proceedings to levy assessments for FY 2020-21. However, if written protests representing less than 50% of the assessable land within the proposed District have been filed, the Council may proceed with ordering the levying of assessments for FY 2020-21.

At the close of the Public Hearing and prior to adopting the Resolution, the Mayor should request information from the City Clerk as to whether any written protests have been filed and what level of assessable land the protests represent in order to determine whether a majority protest exists.

Fiscal Impact

For FY 2020-21, it is estimated that the City of Oakley Street Lighting and Landscape Assessment District No. 1 will provide the following revenue:

Zone 1 (Community Parks) -	$1,322,496
Zone 2 (Citywide Street Lighting) -	$242,377
Zone 3 (Project Specific Landscaping) -	$2,659,034
Total	$4,223,907

Recommendation

At the conclusion of the Public Hearing, if no majority protest has been filed with the City Clerk protesting the assessments, staff recommends that the City Council adopt the Resolution confirming the diagrams and assessments and ordering the levy and collection of the annual assessments for FY 2020-21 for the City of Oakley Street Lighting and Landscape Assessment District No. 1.

Attachments

1. Resolution confirming the diagrams and assessments and ordering the levy and collection of the annual assessments for FY 2020-21 for the City of Oakley Street Lighting and Landscape Assessment District No. 1.

2. FY 2020-21 Final Engineer's Report

CITY OF OAKLEY

RESOLUTION NO. __-20

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OAKLEY CONFIRMING THE DIAGRAMS AND ASSESSMENTS AND ORDERING THE LEVY AND COLLECTION OF THE ANNUAL ASSESSMENTS FOR FISCAL YEAR 2019-20 FOR THE CITY OF OAKLEY STREET LIGHTING AND LANDSCAPE ASSESSMENT DISTRICT NO. 1

WHEREAS, on July 10, 2000, the City of Oakley Street Lighting and Landscape Assessment District No. 1 (the "District") was formed by the adoption of Resolution 67-00; and

WHEREAS, subsequent to the July 10, 2000, formation of the District, various new subdivisions have been annexed into the District in accordance with the requirements of the Landscape and Lighting Act of 1972 and Proposition 218; and

WHEREAS, on May 12, 2020 the City Council adopted Resolution 54-20 approving the Preliminary Engineer's Report, Declaring the Intent to Levy and Collect Assessments for Fiscal Year (FY) 2020-21, and setting the Public Hearing for June 9, 2020 for the City of Oakley Street Lighting and Landscape Assessment District No. 1; and

WHEREAS, the City Clerk has published notice of this hearing as required by law; and

WHEREAS, at the time appointed on June 9, 2020, the City Council did conduct a duly noticed Public Hearing at which all interested persons were afforded an opportunity to be heard and to register their protest against the proposed assessments, and

WHEREAS, the assessment revenues and operating expenditures estimates in the Engineer's Report represents an update to the amounts estimated in the City's Recommended Budget.

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

1. A majority protest has not been filed with the City Clerk protesting the levy and collection of assessments for FY 2020-21 for the City of Oakley Street Lighting and Assessment District No. 1.

2. The plans and specifications for the proposed maintenance, operation, and/or servicing as contained in the Final Engineer's Report are hereby approved and confirmed.

3. The Engineer's actual itemized and total costs and expenses of said maintenance, operation and/or servicing and of the incidental expenses in connection therewith, contained in said report are approved and confirmed.

4. The diagrams indicating the assessment district referred to and described in Resolution No. __-20 is hereby approved and confirmed.

5. The proposed assessments upon the parcels of land with the proposed boundaries of the assessment district in proportion to the estimated benefits to be received from said maintenance, operation and/or servicing, and of the incidental expenses thereof, as contained in the Final Engineer's Report are hereby approved and confirmed.

6. The Engineer of Work is directed to submit the Engineer's Report to the County Auditor for the collection and enforcement of the assessments at the same time and in the same manner as county taxes are collected for FY 2020-21.

7. The Finance Director is directed to adjust the FY 2020-21 City's Budget to reflect the assessment revenues and operating expenditures shown in the Engineer's Report for each Lighting and Landscaping District Fund.

PASSED AND ADOPTED by the City Council of the City of Oakley at a meeting held on the 9th of June 2020 by the following vote:

AYES:
NOES:
ABSENT:
ABSTENTIONS:

APPROVED:

_____
Kevin Romick, Mayor

ATTEST:

_____ _____
Libby Vreonis, City Clerk Date

OAKLEY
CALIFORNIA

CITY OF OAKLEY

STREET LIGHTING AND LANDSCAPE ASSESSMENT DISTRICT NO. 1



Fiscal Year 2020-21
Final Engineer's Report

June 9, 2020

Prepared by:

Francisco & Associates, Inc.

231 Market Place, Suite 543
San Ramon, CA 94583

Page No.

City of Oakley City Council Members and Staff.....ii

Certificates.....iii

SECTION I - Introduction 1

SECTION II –Annexation of Territory.....4

SECTION III - Engineer's Report 6

Part A - Plans and Specifications.....8

Part B - Estimate of Cost 16
Table 1 – FY 2020-21 Budget Summary.....16

Part C - Assessment District Diagram 17

Part D - Method of Apportionment of Assessment 21
General vs. Special Benefit 22

Part E - Property Owner List & Assessment Roll 40

APPENDICES

Appendix A - Benefit Zone 3 (Interior Landscaping/Neighborhood Parks) – Subzone Detailed Diagrams

Appendix B - Detailed Cost Estimate of the Improvements for each Benefit Zone

Appendix C - Benefit Zone 2 - Street Lighting Equivalent Dwelling Units by Land Use Classification

Appendix D - Assessment Roll (on file with the City Clerk)

CITY OF OAKLEY
STREET LIGHTING AND LANDSCAPE ASSESSMENT DISTRICT NO. 1

FISCAL YEAR 2020-21

CITY OF OAKLEY CITY COUNCIL MEMBERS AND STAFF

Kevin Romick
Mayor

Sue Higgins
Vice Mayor

Randy Pope
Council Member

Claire Alaura
Council Member

Michael Krieg
Council Member

Bryan H. Montgomery
City Manager

Derek P. Cole
City Attorney

Tim Przybyla
Finance Director

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

Francisco & Associates
Assessment Engineer

ENGINEER'S REPORT

CITY OF OAKLEY
STREET LIGHTING AND LANDSCAPE ASSESSMENT DISTRICT NO. 1

FISCAL YEAR 2020-21

The undersigned, acting on behalf of the City of Oakley, respectfully submits the enclosed Engineer's Report as directed by the Oakley City Council pursuant to the provisions of Article XIIID, Section 4 of the California Constitution, provisions of the Landscaping and Lighting Act of 1972, and Section 22500 et seq of the California Streets and Highways Code. The undersigned certifies that he is a Professional Engineer, registered in the State of California.

Dated: _____, 2020 By:_____
Kevin Rohani
City Engineer
RCE No. 51138

I HEREBY CERTIFY that the enclosed Engineer's Report, together with the Assessment Roll and Assessment Diagram, thereto attached, was filed with me on the_____ day of_____, 2020.

Libby Vreonis
City Clerk
City of Oakley, California

By:_____

I HEREBY CERTIFY that the enclosed Engineer's Report, together with the Assessment Roll and Assessment Diagram thereto attached, was approved and confirmed by the City Council of City of Oakley, California, on the_____ day of_____, 2020.

Libby Vreonis
City Clerk
City of Oakley, California

By:_____

I HEREBY CERTIFY that the enclosed Engineer's Report, together with the Assessment Roll and Assessment Diagram, thereto attached, was filed with the Contra Costa County Auditor, on the _____ day of _____, 2020.

Libby Vreonis
City Clerk
City of Oakley, California

By:_____

SECTION I

INTRODUCTION
ENGINEER'S REPORT

CITY OF OAKLEY
STREET LIGHTING AND LANDSCAPE ASSESSMENT DISTRICT NO. 1

FISCAL YEAR 2020-21

In 1999 the City of Oakley was incorporated. Certain areas within the City limits of Oakley were previously located within and benefited from the Contra Costa Countywide Landscaping District (LL-2) and the Street Lighting Assessment District (L-100). Through the formation of the Street Lighting and Landscaping Assessment District No. 1 ("District") in Fiscal Year 2000-01, the City of Oakley transferred the responsibility of the park and recreational, street lighting and landscaping improvements from the County to the City.

As required by the 1972 Act, the City sent notices to each property owner informing them of the formation of the District and allowed them the opportunity to attend a Public Meeting and a Public Hearing held June 26, 2000 and July 10, 2000, respectively. At the Public Hearing, written protests representing more than 50% of the parcels being assessed were not received and, accordingly, the City Council was permitted to form the assessment district. City Council subsequently adopted a resolution confirming the levy of assessments. Following the adoption of this resolution, the Assessor's Roll was prepared and filed with the County Auditor's Office to be included on the Fiscal Year 2000-01 tax roll.

Background Information for Zone 1 (Community Parks, Landscaping & Recreation)
The Contra Costa County Board of Supervisors, through the Landscaping and Lighting Act of 1972, approved the formation of the Countywide Landscaping District (LL-2). Improvements that were authorized to be constructed, operated, maintained and serviced included:

> Landscaping, irrigation, landscape and recreational lighting, park and recreational facilities, including but not limited to playground equipment, play courts, public restrooms, and associated appurtenant facilities.

Generally the public improvements were constructed by developers as a part of the conditions permitting the developer to construct new housing or commercial/industrial developments. However, the ongoing operation and maintenance of the various improvements were financed through the LL-2. The LL-2 is composed of benefit zones to ensure that the operation and maintenance costs of the landscaping and park and recreational improvements are specifically paid for by those property owners who directly benefit from the improvements.

The Oakley Municipal Advisory Council's Parks Subcommittee recognized the need to develop attractive parks, well-maintained landscaped areas and recreation facilities and wanted to provide a funding source that would satisfy those needs. On September 22, 1987, the Board of Supervisors of Contra Costa County adopted Resolution No. 87-566 for the annexation of the Oakley area to the Countywide Landscaping District, forming Zone 16. When the City of Oakley incorporated in 1999, Zone 16 of LL-2 became Zone 1 of the Oakley Street Lighting &

Landscape Assessment District. The original assessment per single family residence was $29.80 which was set in FY 1987-88. The assessment rate was subsequently increased to $31.88 per single-family parcel and has remained at this rate since FY 1995-96. The Zone 1 assessment rate was not intended to be increased until such time that the annual costs to maintain the facilities exceeded the annual revenue generated through the levy of assessments.

In Fiscal Year 2003-04, City Staff analyzed the Zone 1 assessment rate to determine if the revenues would be sufficient to meet the newly adopted goals of the City's Parks & Recreation Master Plan 2020 which stipulates a goal of 6.0 acres of parkland per 1,000 residents. The analysis of the Zone 1 rate concluded that the City would need to charge future (new) development $211.33 (in FY 2004-05 dollars) per single family home to ensure that a stable revenue source would be available for the newly adopted goal of 6.0 acres of parkland per 1,000 residents. On May 27, 2003, City Staff presented this analysis to Council and Council concurred that the assessment rate for all future (new) development would be $211.33 per single family home resulting in the creation of Zone 1-A. In future years, commencing with FY 2004-05, the maximum assessment rate for Zone 1-A may be increased annually based upon the change in the Consumer Price Index for the Bay Area.

In FY 2005-06, Contra Costa County created Zone 1-B to provide stable funding source for the Summer Lake Community Park as part of the Summer Lake Development and other community facilities. The City subsequently annexed this territory into the City of Oakley in 2006.

Background Information for Zone 2 (Street Lighting)

The Contra Costa County Board of Supervisors, on October 31, 1978, instructed the Public Works Director to develop an alternate means to supplement the ad-valorem tax revenue to fund street lighting in various County Service Areas. As provided in the County Service Area Law, Government Code, Sections 25210.1 and following, the Board of Supervisors adopted Ordinance No. 79-42 on March 27, 1979 confirming the formation of a Street Lighting Assessment District (L-100) to fund the operation and maintenance of street lights. Improvements that are authorized to be constructed, operated, maintained and serviced include:

> Poles, fixtures, bulbs, conduits, wiring equipment including guys, anchors, posts and pedestals, metering devices and associated appurtenant facilities.

The areas of the County street lighting district that were subsequently annexed into the City of Oakley in 2000 are now a part of the City of Oakley Street Lighting and Landscape Assessment District No. 1. This portion of the street lighting assessment is identified as Zone 2 of the Oakley Street Lighting and Landscape Assessment District No. 1.

In Fiscal Year 2005-06, City Staff analyzed the Zone 2 assessment rate to ensure that revenues would be sufficient to meet the rising energy costs. The analysis of Zone 2 concluded that the City would need to charge new development $42.81 (in FY 2005-06 dollars) per single family home to ensure that a stable revenue source for rising energy costs would be created. The assessment rate for all new development is now $42.81 per single family home resulting in the creation of Zone 2-A. In future years, commencing with FY 2006-07, the maximum assessment rate for Zone 2-A may be increased annually based upon the change in the Consumer Price Index for the Bay Area.

Background Information for Zone 3 (Interior Landscaping/Neighborhood Parks)
In addition to Zone 16 of LL-2, many of the subdivisions within LL-2 included public landscaping improvements which had individual Zones for the operation and maintenance of the interior landscaping. When the City of Oakley incorporated in 1999, these existing landscaping Zones were transferred to the Oakley Street Lighting and Landscape Assessment District No. 1 as subzones of Zone 3. The facilities that are operated and maintained within these subzones are described in further detail in Part A of this report. As new properties are developed, they are required to annex into an existing subzone or form a new subzone to operate and maintain the facilities.

Current Information
As Required by the Landscaping and Lighting Act of 1972, this annual Engineer's Report Includes: (1) a description by benefit zone of the improvements to be operated, maintained and serviced by the District, (2) an estimated budget by benefit zone for the District, and (3) a listing of the proposed assessments to be levied upon each assessable lot or parcel within the District.

The Oakley City Council will hold a Public Hearing on June 9, 2020 to provide an opportunity for any interested person to be heard. At the conclusion of the Public Hearing, the City Council may adopt a resolution confirming the levy of assessments as originally proposed or as modified. Following the adoption of this resolution, the Assessor's Roll will be prepared and filed with the Contra Costa County Auditor's Office, to be included on the FY 2020-21 tax roll.

Payment of the assessment for each parcel will be made in the same manner and at the same time as payments are made for property taxes. All funds collected through the assessment must be placed in a special fund and can only be used for the purposes stated within this report.

SECTION II

ANNEXATION OF TERRITORY

CITY OF OAKLEY
STREET LIGHTING AND LANDSCAPE ASSESSMENT DISTRICT NO. 1

FISCAL YEAR 2020-21

On November 5, 1996 California voters approved Proposition 218 entitled "Right to Vote On Taxes Act" which added Articles XIIIC and XIIID to the California Constitution. While its title refers only to taxes, Proposition 218 establishes new procedural requirements for the formation and administration of assessment districts.

These new procedures stipulate that even if assessments are initially exempt from Proposition 218, future increases to an assessment or annexation of territory to an existing District that creates a new assessment must comply with the provisions of Proposition 218. However, if the increase in assessment were anticipated in the assessment formula (e.g., consumer price index increase or assessment cap) then the assessment would be in compliance with the intent and provisions of Proposition 218.

Future Annexation Information

Generally, developers as a part of their conditions permitting the developer to construct new housing or commercial/industrial developments, construct public improvements such as parks, landscaping and street lighting. The ongoing operation, maintenance and servicing of these improvements can be financed through the District. Annexation of the development project to the District ensures that the operation, maintenance and servicing of the improvements are specifically paid for by those property owners who directly benefit from the improvements.

In order to comply with the requirements of Proposition 218, the City of Oakley implements the following procedures:

1) Every property owner within the area being annexed will be mailed a ballot, which will allow the property owner to cast their vote on whether to annex, to the existing assessment district. A notice describing the assessment, the individual property owner's maximum annual assessment rate, the duration of the assessment, the reason for the assessment the basis upon which the assessment is calculated, and the date and time for a public hearing will accompany the ballots.

2) After the close of the set Public Hearing, the ballots, which are returned within 45 days after mailing, will be tabulated to determine whether or not a majority protest against the assessment exists.

3) The ballots are weighted based on their proportionate amount of their maximum assessment for each Zone they are being annexed to.

4) Publicly owned properties must be assessed unless there is clear and convincing evidence that those properties receive no special benefit from the assessment. Exempted from the assessment would be the areas of public streets, public avenues, public lanes, public roads, public drives, public courts, public alleys, public easements and rights-of-ways, public greenbelts and public parkways, and that portion of public property that is not developed and used for business purposes similar to private commercial, industrial and institutional activities.

All property owners within an annex area will be noticed in accordance with Proposition 218 prior to the Public Hearing. At the conclusion of the Public Hearing, and after the ballots have been tabulated, the City Council may adopt a resolution confirming the maximum assessment rate.

SECTION III

ENGINEER'S REPORT PREPARED PURSUANT TO THE PROVISIONS OF THE LANDSCAPING AND LIGHTING ACT OF 1972 SECTION 22500 THROUGH 22679 OF THE CALIFORNIA STREETS AND HIGHWAYS CODE

CITY OF OAKLEY
STREET LIGHTING AND LANDSCAPE ASSESSMENT DISTRICT NO. 1
FISCAL YEAR 2020-21

Pursuant to Part 2 of Division 15 of the Streets and Highways Code of the State of California, and in accordance with the Resolution of Initiation No. 54-20 and Resolution of Intention, accepting the Preliminary Engineer's Report No. 55-20, both adopted on May 12, 2020, by the Oakley City Council, State of California, in connection with the proceedings for:

CITY OF OAKLEY

STREET LIGHTING AND LANDSCAPE ASSESSMENT DISTRICT NO. 1

Herein after referred to as the "Assessment District", I, Kevin Rohani, P.E., the duly appointed ENGINEER OF WORK, submit herewith the "Report" consisting of five (5) parts as follows:

PART A: PLANS AND SPECIFICATIONS

This part describes the improvements to be maintained within the District. Plans and specifications for the improvements are on file in the Public Works Department.

PART B: ESTIMATE OF COST

This part contains an estimate of the cost of the administration, maintenance, operations and servicing of the improvements in each Benefit Zone as described in Part A (Plans and Specifications). This part includes the estimated expenses for Fiscal Year 2020-21 in addition to the proposed budget for Fiscal Year 2020-21 for each of the Benefit Zones. The detailed budget information is on file in the Public Works Department.

PART C: ASSESSMENT DISTRICT DIAGRAM

This part incorporates by reference a diagram of the Assessment District showing the exterior boundaries of the Assessment District, the boundaries of any zones within the Assessment District and the lines and dimensions of each lot or parcel of land within the Assessment District. This diagram is on file in the Office of the City Clerk of the City of Oakley.

PART D: METHOD OF APPORTIONMENT OF ASSESSMENT

This part contains the method of apportionment of assessments, based upon parcel classification of land within the Assessment District, in proportion to the estimated special benefits to be received.

PART E: PROPERTY LIST & ASSESSMENT ROLL

This part contains a list of the parcels and proposed assessment amount on each benefited lot or parcel of land within the District. The list is keyed to the records of the Contra Costa County Assessor, which are incorporated herein by reference and is filed in the Office of the City Clerk of the City of Oakley.

PART A

PLANS AND SPECIFICATIONS

The assessment district is composed of three (3) benefit zones. Benefit Zone 1 (Community Parks, Landscaping & Recreation Facilities) consists of all the parcels that benefit from the construction, operation, maintenance, and servicing of community park, landscaping and recreational facilities. Benefit Zone 2 (Street Lighting) consists of all the parcels that benefit from the construction, operation, maintenance, and servicing of street lighting facilities. Benefit Zone 3 (Interior Landscaping/Neighborhood Parks) consists of twenty-six (26) sub-zones and includes all the parcels that benefit from the construction, operation, maintenance and servicing of landscaping and neighborhood park facilities. The improvements associated with each benefit zone are described below:

Benefit Zone 1 – Community Parks, Landscaping & Recreation Facilities

The community park, landscaping and recreation facilities consist of, but are not limited to: operation and maintenance of park and recreation facilities, plants, shrubbery, trees, irrigation systems, hardscape, sidewalks, trails, lights, playground equipment, play courts, restrooms, and associated appurtenant facilities located within the public right-of-ways, public property and designated easements within the boundaries of the Assessment District. A listing of the current parks maintained is listed below:

- Contribution to Vintage Parkway, O'Hara, Oakley & Gehringer School Parks (these are owned by the Oakley Union Elementary School District)
- Main Street Landscaping (segments)
- Empire Avenue Landscaping (segments)
- Crockett Park (4.66 acres)
- Main Street Park (.40 acres)
- Laurel Ball Fields Park (13.63 acres)
- Freedom Basin Park (8.5 acres)
- Laurel Road Landscaping (segments)
- Civic Center Park (1.0 acres)
- Dewey Park (0.20 acres)
- Cypress/Marsh Creek Trailhead
- Neroly Road Landscaping (segments)
- O'Hara Avenue Landscaping (segments)
- Hwy 160 Off Ramp/Main Street Neroly Rd
- Vintage Parkway Landscaping (Main Street to the overpass)
- Contribution to Zone 3-17 for Creekside Park (10.0 acres)
- Contribution to Zone 3-18 for Nutmeg Park (2.6 acres)
- Contribution to Zone 3-19 for Nunn-Wilson Family Park (3.0 acres)
- Contribution to Zone 3-22 for Cypress Grove Park (6.0 acres)
- Contribution to Zone 3-23 for Shady Oak Park (5.0 acres)
- Contribution to Zone 3-25 for Magnolia Park (5.0 acres)
- Contribution to Zone 3-26 for Summer Lake Park (17 acres)

Benefit Zone 2 - Street Lighting

The lighting facilities consist of, but are not limited to: poles, fixtures, bulbs, conduits, wiring, equipment including guys, anchors, posts and pedestals, metering devices and appurtenant facilities as required to provide lighting located within the public right-of-ways, public property and designated easements within the boundaries of the Assessment District.

Benefit Zone 3 – Interior Landscaping/Neighborhood Parks

The landscaping facilities consist of, but are not limited to: landscaping, planting, shrubbery, trees, irrigation systems, hardscapes, sidewalks, trails, and appurtenant facilities located within public right-of-ways, public property and designated easements within the boundaries of the Assessment District.

The following is a detailed description of each of the twenty-six (26) landscaping sub-zones located within Benefit Zone 3 and is also shown in Appendix "A".

Zone 3-1 (Vintage Parkway)

Landscaping, irrigation and related improvements within public street right-of-ways of Subdivisions 6333, 6821, 6862, 7089, 7193, 7229, 7372, 7585, 7654, and portions of 6452, 6576 and 6577, and along the frontage on Big Break Road north until the end of Tract 6333 and on from Big Break Road to Highway 4. Includes Vintage Parkway, Rutherford Way, Piper Lane, and Walnut Meadows Drive.

Zone 3-2 (Oakley Ranch)

Landscaping, irrigation, and related improvements along the east side of State Highway 4 and the east side of Charles Way.

Zone 3-3 (Empire)

Landscaping, irrigation, and related improvements along the east side of Empire Avenue at the Hemlock Drive intersection.

Zone 3-4 (Oakley Town Center)

Maintain and service landscaping and irrigation system along sidewalk area on Empire Avenue and Highway 4 and median islands on Empire Avenue.

Zone 3-5 (Oak Grove)

Maintain and service landscaping and irrigation facilities system along the southerly side of Laurel Road frontage and along State Highway 4 frontage from Laurel Road south to the north side of Honey Lane.

Improvements to the Oak Grove Homeowner's Association owned Oak Grove Park (0.80 acres) include a play lot, barbecues, and picnic tables located on Parcel B on Subdivision 6922.

Zone 3-6 (Laurel Woods/Luna Estates)

Maintain and service walkway area on Laurel Road. Landscaping and irrigation within the public right-of-way along 120 linear feet of the north side of Laurel Road fronting Tract 7489.

Zone 3-7 (South Forty)

Maintain and service landscaping and irrigation system along the frontage areas of Neroly Road.

Zone 3-8 (Claremont)

Landscaping, maintenance, and operation of Claremont Bay Park (0.25 acres) consisting of playground equipment, benches, tables, turf, and irrigation improvements. Also, landscaping and maintenance responsibilities of a parking bay.

Zone 3-9 (Gateway)

Maintain and service landscaping and irrigation system along frontage and sidewalk areas on Cypress Road and Empire Avenue frontage of the Gateway Subdivision.

Zone 3-10 (Countryside aka Village Green)

Landscaping and irrigation facilities of a parkway strip behind the sidewalk along Cypress Road and Lois Lane.

Zone 3-11 (Country Fair aka Meadow Glen)

Landscaping, irrigation, and miscellaneous facilities within the public right-of-way of Highway 4 (400 feet) and Bernard Road (300 feet) of this development.

Zone 3-12 (California Sunrise)

This project consists of the installation of landscaping and irrigation improvements such as water lines, sprinklers and plants along the north side of Cypress Road fronting Tract 7365 and Waterford Way.

Zone 3-13 (California Visions aka Laurel Heights)

Landscaping, irrigation and miscellaneous facilities within the public right-of-way along 660 linear feet of the south side of Laurel Avenue east of O'Hara Avenue. The landscaping strip varies in width from three feet to eight feet and is located on Laurel Avenue. Includes maintenance of frontage landscaping on Rose Lane.

Zone 3-14 (Claremont Heritage)

Landscaping, irrigation and miscellaneous facilities within the public right-of-way along 275 linear feet of the north side of Main Street (State Route 4). The landscaping strip varies in width from three feet to eight feet. Landscaping and irrigation within the public right-of-way along 565 linear feet of Highway 4 (aka Main Street) fronting Tracts 7775, 7366 and 7367.

Zone 3-15 (Country Fair aka Meadow Glen II)

Landscaping and irrigation within the public right-of-way along 1,265 linear feet of Gum Tree Road adjacent to Tract 7704 and 452 linear feet frontage along Live Oak Avenue.

Maintain and service landscaping and irrigation system along sidewalk areas on Empire Avenue, El Monte Drive, Holly Drive, and Tate Lane. Includes islands and hardscape across from the subdivisions.

Landscaping and irrigation maintenance of landscape facilities and 750 linear feet of frontage and median landscaping along Oakley Road. Landscape improvements along the frontage of Oakley Road total approximately 1,030 linear feet.

Landscaping and irrigation within the public right-of-way along 1,140 linear feet of Empire Avenue and along 550 linear feet of Oakley Road fronting tracts 7385, 7830 through 7833.

Landscaping and irrigation maintenance for Heather Park (0.25 acres) and Holly Creek Park (6.7 acres) is also included.

Development Plan 3022-94 is one parcel (037-390-101) consisting of 50 affordable senior housing units. The landscape improvements consist of maintaining landscape and irrigation facilities along Oakley Road, approximately 403 linear feet. These are currently maintained by a private entity.

Zone 3-16 (Sundance)

Landscaping within public right-of-way along Almondtree Lane, Highway 4 and Cypress Road, fronting Subdivision 7837, totaling 1,200 linear feet and varying in width from five feet to 21 feet.

Zone 3-17 (Laurel Anne)

Landscaping improvements are located within the public right-of-way, fronting Laurel Road and Highway 4, along the frontage of Subdivisions 6935 and 7809 to their point of intersection. Landscape improvements also include the Laurel Road median islands and Parcel B.

Landscape Improvements include frontage along Teton Road located within subdivisions 6963 and 8650.

Landscape improvements total approximately 2,150 linear feet along Laurel Road and Highway 4 and vary in width from ten to fifteen feet. The Laurel Road median improvements are approximately 1,160 linear feet and vary in width from five to sixteen feet.

The maintenance of Harvest Park (0.05 acres) (Parcel "B" of Subdivision 7809); and

The maintenance of Creekside Park (10.0 acres) is also included (a portion of the maintenance is funded by Zone 1).

Zone 3-18 (Country Place)

Landscape improvements are located within the public right-of-way fronting Kay Lane, O'Hara Avenue and Carpenter Road. Landscape improvements total approximately 38,000 square feet along Kay Lane, approximately 17,000 square feet along O'Hara Avenue and approximately 3,000 square feet along Carpenter Road; and

The maintenance of Nutmeg Park (2.6 acres) located within Subdivision 7640 is also included (a portion of the maintenance is funded by Zone 1).

Zone 3-19 (Laurel Crest)

Landscape improvements are located within the public right-of-way fronting Laurel Road, Brown Road, Oxford Drive, Empire Avenue – East, Carpenter Road, Joshua Street (between Carpenter Road and Pinenut Street) and the Laurel Road and Hampton Way medians. Landscape improvements total approximately 74,000 square feet; and

The maintenance of Nunn-Wilson Family Park (3.0 acres) and Basin (Phase 2) and the Trail along Brown Road are also included (a portion of the park maintenance is funded by Zone 1).

Zone 3-20 (Marsh Creek Glenn)

Landscape improvements include the maintenance of Marsh Creek Glenn Park (2.4 acres), consisting of maintenance of the concrete walkway, the play apparatus, the masonry wall and landscape maintenance in and around the Park, in addition to frontage along Salvador Lane north of Amador Court.

Zone 3-21 (Quail Glen) and Zone 3-21A (4411 Live Oak Avenue)

Landscape improvements include the maintenance and operation of landscaping and irrigation, including approximately 5,250 square feet along the Live Oak Avenue frontage of Subdivision 7359 and approximately 2,500 square feet along Neroly Road frontage of Subdivision 7359. In Fiscal Year 2015-16, Zone 3-21A was annexed into the District and added maintenance of the landscaping along the frontage of Live Oak Avenue and the frontage of El Dorado Road that are adjacent to the parcel located at 4411 Live Oak Avenue.

Zone 3-22 (Cypress Grove)

Landscape improvements include the maintenance and operation of landscaping and irrigation, of the following:

- Cypress Road north and south right-of-way, Frank Hengle east and west right-of-way, Picasso Way east and west right-of-way (3.04 acres);
- Trail Landscaping (3.40 acres);
- Detention Pond Buffer (2.26 acres);
- Briarwood Park (old Cypress Grove) (2.0 acres);
- Cypress Grove Park (6.0 acres) (portion of the maintenance is funded by Zone 1); and
- 6' Fencing along E. Cypress Rd and Picasso Dr (Iron House Elementary School).

Zone 3-23 (South Oakley)

Landscape improvements include the maintenance and operation of landscaping and irrigation, of the following:

- Shady Oak Drive right-of-way (.43 acres);
- Simoni Ranch Road right-of-way (1.94 acres);
- Main Street right-of-way (0.54 acres);
- Rose Avenue right-of-way (0.16 acres);
- Carpenter Road right-of-way (0.08 acres);
- Grapevine Way right-of-way (0.09 acres);
- Cinnamon Ridge right-of-way (0.33 acres);
- Entry Trail (0.17 acres);
- Brownstone Road right-of-way landscaping (Subdivision 8530 – 23,810 square feet);
- O'Hara Avenue right-of-way landscaping and median (Subdivision 8530 – 27,480 square feet);
- Neroly Road right-of-way landscaping and medians (Subdivision 8530 – 39,840 square feet);
- O'Hara Avenue right-of-way landscaping (Subdivision 8734 – 15,564 square feet);
- Oakley Road right-of-way landscaping (Subdivision 8823 – 4,400 square feet);
- Main Street right-of-way landscaping (Subdivision 8916 – 8,800 square feet);
- Rose Avenue right-of-way landscaping (Subdivision 8981 – 5,400 square feet);
- Rose Avenue right-of-way landscaping (Subdivision 9183 – 30,384 square feet);
- Carpenter Road right-of-way (Subdivision 9183 – 10,260 square feet);
- Live Oak Ranch Park (1.0 acre);
- Simoni Ranch Park (1.0 acre);
- Riata Park (Subdivision 8530 -1.7 acres);
- Heartwood Park (Subdivision 8916 – 1.5 acres);
- Shady Oak Park (5.0 acres) (a portion of the maintenance is funded by Zone 1);
- Rose/Carpenter Park (4.4 acres) – not maintained yet for Fiscal Year 2020-21 (a portion of the maintenance is funded by Zone 1);
- 6' Fencing along Simoni Ranch Road (Gehringer Elementary School)

Zone 3-24 (Reserve/Stonecreek)

Landscape improvements include the maintenance and operation of landscaping and irrigation, of the following:

- Teton Road frontage (1.14 acres);
- Sellars Road by Subdivision 8973 (0.77 acres);
- C Street landscaping (0.21 acres);
- F Street landscaping (3,120 square feet);
- Tamarack Road Weed Abatement (5,096 square feet);
- Teton Road Entry Features at Northwest & Southwest;
- C Street Entry Feature (1,000 square feet);
- Marsh Creek Buffer Area (0.19 acres);
- Stonecreek Park (115,362 square feet) – not maintained yet for Fiscal Year 2020-21; and
- Teton Road Park (2.91 acres) – not maintained yet for Fiscal Year 2020-21

Zone 3-25 (Magnolia Park)

Landscape improvements include the maintenance and operation of landscaping and irrigation, of the following:

- Carpenter right-of-way landscaping (24,900 square feet);
- Brown Road right-of-way landscaping (118,800 square feet);
- Neroly Road right-of-way landscaping (159,500 square feet);
- Neroly Road Median landscaping (34,135 square feet);
- Empire Avenue right-of-way landscaping (16,975 square feet);
- Project Entry Streets Median landscaping (1,890 square feet);
- Dynasty Drive right-of-way landscaping (5,280 square feet);
- Dynasty Drive Median landscaping (725 square feet);
- O'Hara Avenue right-of-way landscaping (32,200 square feet);
- Carpenter Trail, Parcel F Subdivision 8731 (158,994 square feet);
- Railroad Trail (Old Neroly Road) (82,125 square feet);
- Neroly Daffodil Entry Feature, Parcel I Subdivision 8731 (13,131 square feet)
- Pedestrian Trail, Parcel J Subdivision 8731 (2,997 square feet);
- Pedestrian Trail, Parcel K Subdivision 8731 (3,608 square feet);
- Novarina Trail Park, Parcel E Subdivision 8731 (2.0 acres);
- Neroly Road, Frontage (Subdivision 9199 – 17,600 square feet);
- Pedestrial Trail, Parcel A, Subdivision 9274 (9,155 square feet);
- Dynasty Drive right-of-way landscaping (Subdivision 9199 – 1,800 square feet);
- Pedestrian Trail, Parcel A Subdivision 9199 (3,224 square feet);
- Neroly Road right-of-way (Subdivision 9274 – 42,900 square feet);
- Brown Road right-of-way (Subdivision 9274 – 9,900 square feet); and
- Pedestrian Trail, Subdivision 9274 (9,155 square feet);
- Silver Bell Way right-of-way;
- Daffodil Park, Parcel G Subdivision 8731 (1.78 acres); and
- Magnolia Park (5 acres) (a portion of the maintenance is funded by Zone 1).

Zone 3-26 (Summer Lake South)

Landscape improvements include the maintenance and operation of landscaping and irrigation, of the following including:

- Lakewood Park (0.58 acres);
- Manresa Park (0.26 acres);
- Sycamore Park (0.24 acres);
- Lakeside Park (1.64 acres);
- Leeward Park (0.71 acres);
- Catamaran Park and Greenbelt (0.79 acres); and
- Summer Lake Park (17.0 acres) (a portion of the maintenance is funded by Zone 1 funds).

In addition, the following Landscape improvements are within the landscape and lighting zone boundaries, however maintenance responsibility belongs to the Homeowner's Association:

- Phase 1 Summer Lake Drive ROW Streetscape (Cypress Road south to South Well Pump Station & Phase 2 Limits);
- Phase 2 Summer Lake Drive ROW Streetscape (South Well Pump Station north to Cypress Road);
- Phase 1 Cypress Road ROW Streetscape & Entry (Bethel Island Road to second Summer Lake Drive Intersection); and
- Wetlands Frontage Landscape and Wetland.

PART B

ESTIMATE OF COST

The 1972 Act provides that the total cost of construction, operation, maintenance and servicing of the park and recreational, street lighting and landscaping facilities can be recovered by the District. Incidental expenses including administration of the District, engineering fees, legal fees and all other costs associated with the construction, operation and maintenance and servicing of the District can also be included.

The estimated 2020-21 fiscal year expenditures for the proposed facilities in the City of Oakley have been provided by City Staff and are estimated as follows:

Table No. 1
Street Lighting and Landscape Assessment District No. 1
FY 2020-21 Budget Summary

	Zone 1 Community Parks , Landscaping & Recreation Budget	Zone 2 Street Lighting Budget	Zone 3 Neighborhood Landscaping & Parks Budget	Total Budget
Annual Revenue*:				
Assessments	$1,322,496	$242,377	$2,659,034	**$4,223,907**
Interest Income	$19,750	$9,075	$58,125	**$86,950**
Other Sources (Gas Tax, Zone 1 Cont to Zone 3, CFD revenue)	$150,000	$214,722	$180,000	**$544,722**
Total Revenue:	**$1,492,246**	**$466,174**	**$2,897,159**	**$4,855,579**
Annual Expenses*:				
Operating Expenses	($1,384,269)	($470,000)	($2,516,739)	**($4,371,008)**
Incidental Expenses	($121,114)	($37,532)	($382,928)	**($541,574)**
Total Expenditures:	**($1,505,383)**	**($507,532)**	**($2,899,668)**	**($4,912,582)**
*When annual revenues are in excess of annual expenses, that money is used to fund reserves in each Zone as appropriate.				

For a detailed breakdown on the annual operation, maintenance and servicing costs for each zone and sub-zone, refer to Appendix "B". Appendix B also includes a detail of the Asset Lifecycle Replacement Program for each zone and sub-zone, as well. The Asset Lifecycle Replacement Program detail is used as a guide to calculate approximate replacement costs of the assets in each Zone and sub-zone and establishing reserves necessary to ensure asset replacements and funds for remediation projects are available when needed. Reserves are used to pay for the replacement or remediation of items in the detail, but are not limited strictly to those items. The Reserves are eligible to fund the replacement, remediation or improvement of any asset or amenity in the Zone or sub-zone.

The 1972 Act requires that a special fund be set up for the revenues and expenditures of the District. Funds raised by assessment shall be used only for the purpose as stated herein. A contribution to the District by the City may be made to reduce assessments, as the City Council deems appropriate. Any balance remaining on July 1 at the end of the fiscal year must be carried over to the next fiscal year.

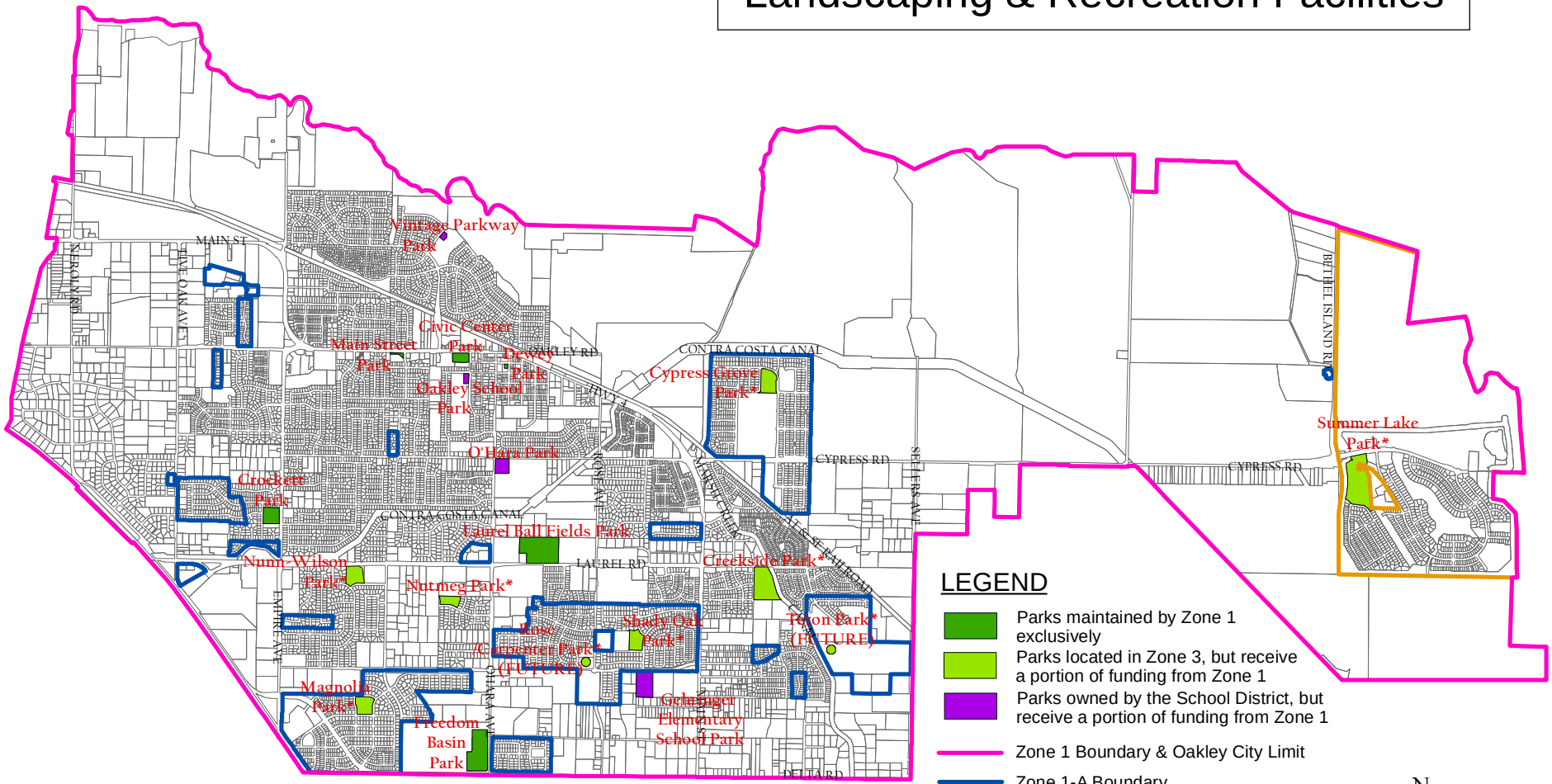
PART C

ASSESSMENT DISTRICT DIAGRAM

The boundaries of City of Oakley Street Lighting and Landscape Assessment District No. 1 are completely within the boundaries of the City of Oakley. An Assessment Diagram for the City of Oakley Street Lighting and Landscape Assessment District No. 1, which incorporates each of the zones for FY 2020-21, is on file in the Office of the City Clerk of the City of Oakley and are included on the following pages. A detailed diagram for each of the twenty-six (26) subzones in Zone 3 is referenced in this Report as Appendix "A". In addition, the territory proposed to be annexed is included on the following pages and the detailed diagrams in Appendix "A".

The lines and dimensions of each lot or parcel within the Assessment District are those lines and dimensions shown on the maps of the Contra Costa County Assessor, for the year when this Report was prepared, and are incorporated by reference herein and made part of this Report.

City of Oakley
Zone 1 -- Community Park, Landscaping & Recreation Facilities



* Creekside, Nutmeg, Nunn-Wilson, Cypress Grove, Shady Oak, Rose/Carpenter, Teton, Magnolia and Summer Lake Parks receive a portion of their funding from Zone 1

** Other parks not included on this map are funded through Zone 3 assessments and are shown in Appendix A

Prepared by Francisco & Associates, Inc.

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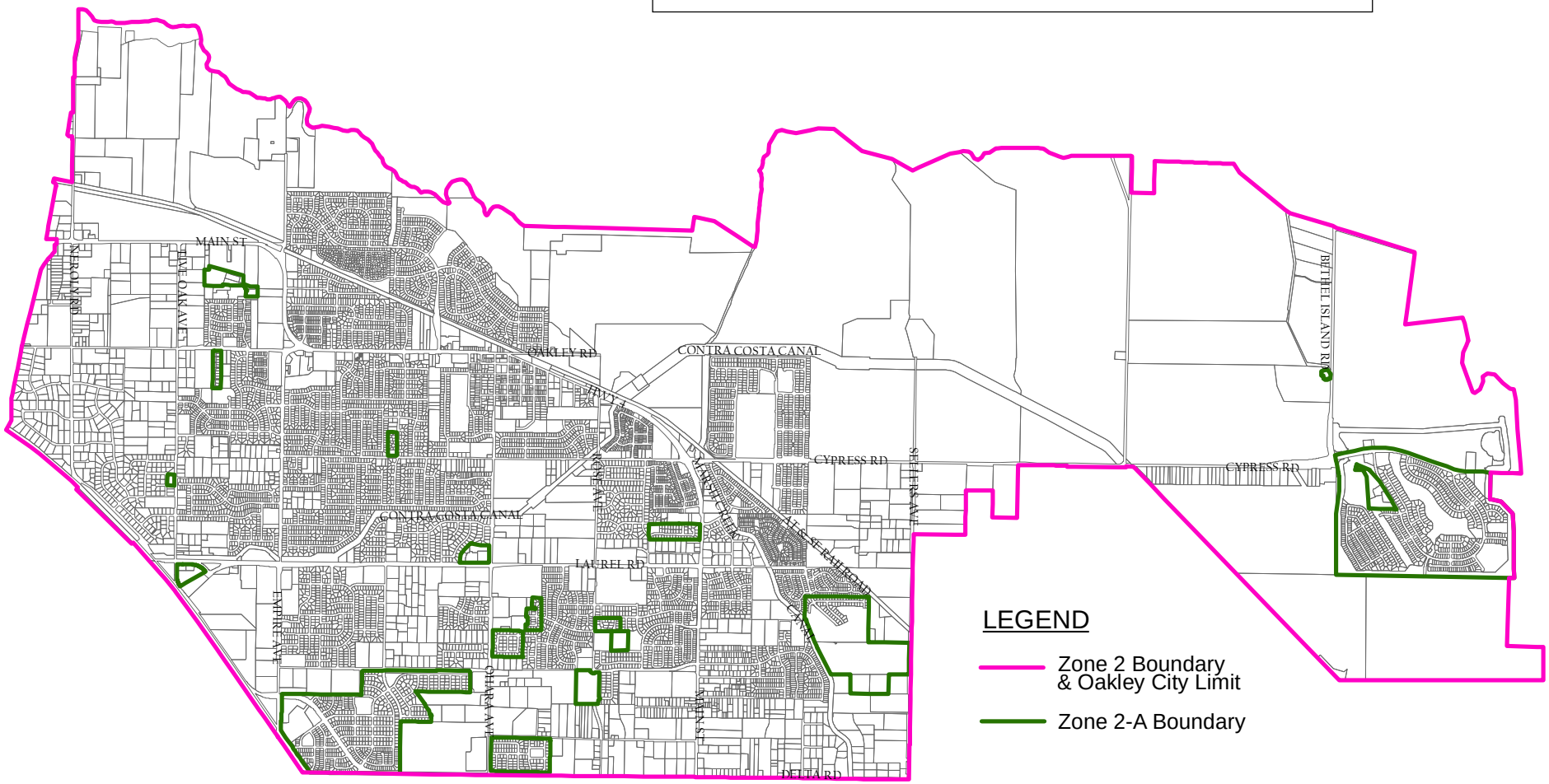
City of Oakley
Zone 2 -- Street Lighting



Prepared by Francisco & Associates, Inc.

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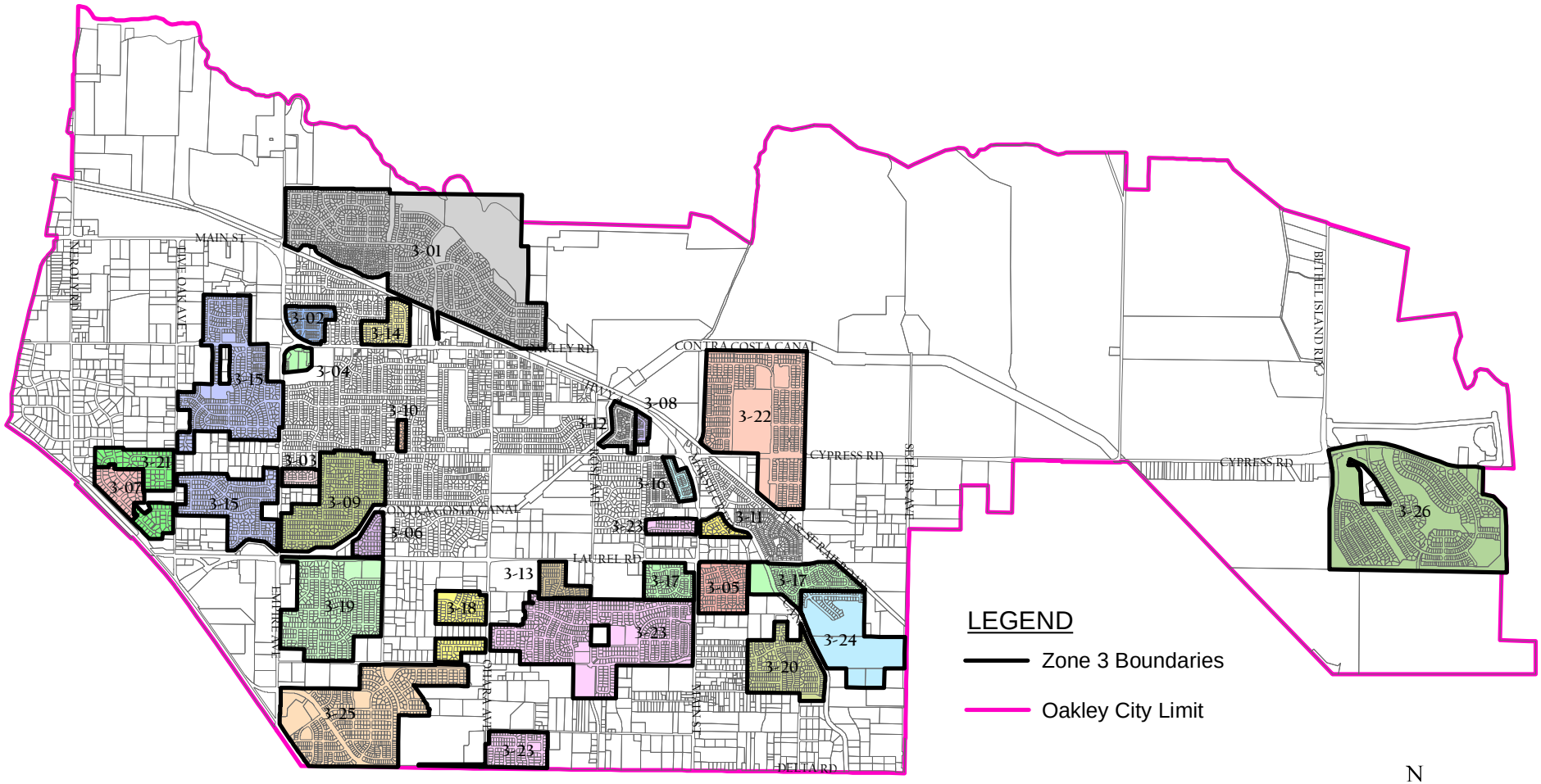
City of Oakley
Zone 3 -- Interior Landscaping/Neighborhood Parks



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PART D

METHOD OF APPORTIONMENT OF ASSESSMENT

This section explains the benefits to be derived from the improvements and the methodology used to apportion the total assessments to the properties within the District.

The method used for apportioning the assessment is based upon the relative special benefits to be derived by the properties in each Benefit Zone of the District over and above the general benefits conferred on real property of to the public at large. The assessment is apportioned to each parcel in proportion to the relative cost of the special benefits from the improvements.

Discussion of Benefit

Part 2 of Division 15 of the Streets and Highways Code, the Landscaping and Lighting Act of 1972, permits the establishment of assessment districts by Agencies for the purpose of providing certain public improvements, which include the operation, maintenance and servicing of park and recreational, street lighting and landscaping improvements.

Section 22573 of the Landscape and Lighting Act of 1972 requires that maintenance assessments must be levied according to benefit rather than according to assessed value. This Section states:

> *"The net amount to be assessed upon lands within an assessment district may be apportioned by any formula or method which fairly distributes the net amount among all assessable lots or parcels in proportion to the estimated benefit to be received by each such lot or parcel from the improvements."*
>
> *"The determination of whether or not a lot or parcel will benefit from the improvements shall be made pursuant to the Improvement Act of 1911 (Division 7 (commencing with Section 5000)) [of the Streets and Highways Code, State of California]."*

In addition, the 1972 Act permits the designation of zones of benefit within any individual assessment district if "by reasons or variations in the nature, location, and extent of the improvements, the various areas will receive different degrees of benefit from the improvement" (Sec. 22574). Thus, the 1972 Act requires the levy of a true "assessment" rather than a "special tax."

Article XIIID, Section 4(a) of the California Constitution limits the amount of any assessment to the proportional special benefit conferred on the property.

> *"No assessment shall be imposed on any parcel which exceeds the reasonable cost of the proportional special benefit conferred on that parcel."*

In addition, Article XIIID provides that publicly owned properties must be assessed unless there is clear and convincing evidence that those properties receive no special benefit from the assessment. Exempted from the assessment would be the areas of public streets, public avenues, public lanes, public roads, public drives, public courts, public alleys, public easements and

rights-of-ways, public greenbelts and public parkways, and that portion of public property that is not developed and used for business purposes similar to private commercial, industrial and institutional activities.

General versus Special Benefit

In the absence of an annual assessment, the improvements in each Benefit Zone of the District would not be provided, therefore the improvements are "over and above" what otherwise would be provided in other portions of the City as part of General Services. All of the assessment proceeds derived from each Benefit Zone will be utilized to fund the cost of providing a level of tangible "special benefits" in the form of proximate landscaping and other permanent public improvements. The assessments are also structured to provide specific improvements within each Benefit Zone, further ensuring that the improvements funded by the assessments are of specific and special benefit to property within each Benefit Zone.

Specific Benefit has been quantified as:

- Unique proximity to improved landscaped area;
- Access to improved landscape areas;
- Improved views within each Zone; and
- Extension of a property's outdoor area for properties within close proximity to the improvements.

Although these improvements may be available to the general public at large, the public landscaping and other public improvements in each Benefit Zone of the District were specifically designed, located and created to provide additional and improved public resources for the direct advantage of property inside the Benefit Zone, and not the public at large. The boundaries of the Benefit Zones have been narrowly drawn to include those parcels that receive a direct advantage from the improvements.

Other properties that are outside a Benefit Zone do not enjoy the unique proximity, access, views and other special benefit factors described previously. Moreover, many of the homes and other improvements on parcels in the Benefit Zones would not have been built if the assessments were not established because an assessment for public landscaping was a condition of development approval.

Without the assessments, the public improvements within the Benefit Zones would not be maintained and would turn into brown, unmaintained and unusable public improvements and public lands. If this happened, it would create a significant and material negative impact on the desirability, utility and value of property in the Benefit Zone. The improvements are, therefore, clearly above what otherwise would be provided. In fact, it is reasonable to assume that if assessments were not collected and the improvements were not maintained as a result, properties in the Benefit Zones would decline in desirability, utility and value by significantly more than the amount of the assessments.

It is therefore concluded that all the landscaping improvements funded by the assessments are of 99% special benefit to the identified benefiting properties located within the Benefit Zones and that the value of the special benefits from such improvements to property in the Benefit Zones reasonably exceeds the cost of the assessments for every assessed parcel in the Benefit Zones. (In

other words, as required by Proposition 218: the reasonable cost of the proportional special benefit conferred on each parcel reasonably exceeds the cost of the assessments.)

The City owns, maintains, rehabilitates and replaces curb and gutter along the border of the Benefit Zone improvements. This curb and gutter serves to support, contain, retain, manage irrigation flow and plant growth, and provide a boundary for the improvements. The contribution from the City towards general benefit from the maintenance, rehabilitation and replacement of the curb and gutter is conservatively estimated to be 1%.

BENEFIT ZONES

Because there are varying degrees of improvements throughout the boundaries of the District, three (3) separate and distinct benefit zones have been created. Benefit Zone 1 consists of all of the parcels that benefit from the construction, operation, maintenance and servicing of park and recreational facilities. In addition, Benefit Zone 1 consists of two sub-zones which includes all parcels that benefit from the construction of new park facilities. Benefit Zone 2 consists of all of the parcels that benefit from the construction, operation, maintenance and servicing of street lighting facilities. In addition, Benefit Zone 2 consists of one sub-zone which includes all parcels that benefit from the increased energy costs of street lights. Benefit Zone 3 consists of twenty-six (26) sub-zones and includes all of the parcels that benefit from the construction, operation, maintenance and servicing of landscaping facilities.

ASSESSMENT METHODOLOGY

The total operation, maintenance and servicing cost for the park and recreational, street lighting and landscaping improvements are apportioned in accordance with the methodology that is consistent with standard assessment engineering practices. The method for spreading the costs to each parcel is based on the Equivalent Dwelling Unit (EDU) factor.

Since the assessment is levied on the owners of properties as shown on the tax rolls, the assessments must be assigned by Assessor's Parcel Number. If assessments were to be distributed by parcel, not considering land use, this would not be equitable, because a single-family parcel would be paying the same as a 50-unit apartment parcel or a large commercial establishment. Therefore, as previously stated, the total assessment costs are distributed to each parcel of land based on their pro-rata share of EDUs compared to the total number of EDUs within a benefit zone or benefit sub-zone. For example, if a single-family residential parcel is assigned 1.00 EDU and there are a total of 100 EDUs within their benefit zone then the single family residential parcel would be responsible for 1.00% (1.00 EDU/100.00 EDUs) of the annual budget for that benefit zone.

Below is a summary of the assessment methodology used to allocate the costs for the operation, maintenance and servicing costs of the park and recreational, street lighting and landscaping improvements.

BENEFIT ZONE 1
COMMUNITY PARKS, LANDSCAPING AND RECREATION FACILITIES BENEFIT DETERMINATION

The overall quality of life and desirability of an area is enhanced when public park and recreational facilities are in place, improved, operable, safe, clean and maintained. Conversely,

property desirability decreases when park and recreational facilities are unsafe or destroyed by the elements or vandalism.

Property desirability in an area also increases when there is an increase in the number of parks, recreation centers and sports facilities. These park and recreational facilities enable property owners to participate in sporting events, leisure activities, picnics, organized social events and other miscellaneous activities.

Studies in a number of communities, including counties and cities throughout the United States, have indicated that recreation areas and facilities, if well maintained and wisely administered, have caused a marked increase in the property values of parcels in the community. Consequently, such recreation and park facilities have proved to be an important factor in maintaining a sound economic condition and a high standard of livability in the community. These studies confirm the opinion long held by planning authorities as to the economic value of parks and recreational facilities in a community.

"*The recreation value is realized as a rise in the value of land and other property in or near the recreation area, and is of both private interest to the landowner and others, holding an economic stake in the area, and of public interest to the taxpayers, who have a stake*" (National Recreation and Park Association, June 1985)

"*Recreation and park amenities are central components in establishing the quality of life in a community [businesses'] main resource is their employees for whom quality of life is an important issue. The availability and attractiveness of local parks and programs influences some companies relocation decisions the presence of a park encourages real estate development around it.*" (California Parks & Recreation, Winter 1997)

The benefit of parks and other recreational facilities to residential and commercial/industrial properties has been summarized by a number of studies. The United States Department of the Interior, National Park Service, in a publication of June 1984, concluded that:

- "Parks and recreation stimulate business and generate tax revenues."
- "Parks and recreation help conserve land, energy, and resources."
- "An investment in parks and recreation helps reduce pollution and noise, makes communities more livable, and increases property values."
- "Public recreation benefits all employers by providing continuing opportunities to maintain a level of fitness throughout one's working life, and through helping individuals cope with the stress of a fast-paced and demanding life."

Proper maintenance and operation of the parks within the District benefit those properties within the service areas of the parks by providing environmental quality and recreational enhancement. The amount of benefit received will vary with the different land use on the property. There are two categories from which the total benefit of a parcel is derived:

1. **Environmental Quality Benefit.** The improvement of the quality of air, visual aesthetics and attractiveness of the community as a place to live and work and do business.

2. **Recreation Enhancement Benefit.** The availability of usable and safe park and recreational facilities.

Recent studies have shown that adequate park and recreation facilities and recreation programs help to reduce crime and vandalism. This results in a savings to property owners by improved property values and promotes the well-being of the community.

COMMUNITY PARKS, LANDSCAPING AND RECREATION FACILITIES BENEFIT ASSESSMENT METHODOLOGY

The single-family residential parcel has been selected as the basic unit for the calculation of assessments and is defined as one (1) Equivalent Dwelling Unit (EDU). Commercial and industrial parcels benefit similarly to residential parcels because of increased property values and the ability to have their workers and patrons use the park and recreational facilities. Commercial and industrial parcels are assessed based on their acreage because larger parcels have the ability to generate larger pedestrian flows. The methodology used to assign EDUs to other land uses in proportion to the benefit they receive relative to the single-family residential parcel are shown below.

Developed Single Family Residential - The developed single-family parcel has been selected as the basic unit for calculation of the benefit assessments. This basic unit shall be called an **Equivalent Dwelling Unit (EDU)**. Parcels designated as developed single family residential uses per the Contra Costa County land use code, or those parcels that have had a building permit pulled prior to July 1 are assessed one (1.00) EDU.

Developed Multiple Residential - The EDUs for land designated as developed multi-family uses which includes condominiums, mobile homes and apartments are assessed a factor of one-half (0.50) EDU per dwelling unit (e.g. a parcel with a 100-unit apartment would be assessed 50 EDUs). Based on data from representative cities in Northern California, the multiple family residential factor of 50% is determined by the statistical proportion of relative trip generation from various types of residential uses, in combination with density per unit.

Developed Commercial/Industrial, Recreational, Institutional, and Other Miscellaneous Uses - Developed commercial and industrial properties include commercial, industrial, recreational, institutional or miscellaneous uses per the Contra Costa County land use codes. The parcels are assessed based upon the acreage of the parcel. In converting developed commercial/industrial properties to EDUs, the factor used was from the Contra Costa County's average single-family lot residential lot size. The parcels will be assessed one (1.00) EDU for the first acre or any portion thereof, one (1.00) EDU/acre for each additional acre up to a maximum of three (3.00) EDUs (3.00 acres). The minimum number of EDUs per parcel will be one (1.00) EDU.

Undeveloped Single Family Residential - Parcels defined as undeveloped single-family residential parcels will be assessed at 50% of the developed single-family rate.

Undeveloped Non-Single Family Residential - Parcels defined as undeveloped non-single family residential will be assessed at a 50% of the developed commercial/industrial rate. These parcels include undeveloped multi-family residential, commercial/industrial, recreational,

institutional and other miscellaneous parcels. These parcels will be assessed at 0.50 EDUs per acre or any portion thereof, with a minimum of 0.50 EDU per parcel and a maximum of 1.50 EDUs per parcel (3.00 acres). Incremental acreage greater than 3.00 acres is considered to be open space area and therefore receives no further assessment.

Exempt - Exempted from the assessment would be the areas of public streets, public avenues, public lanes, public roads, public drives, public courts, public alleys, public easements and rights-of-ways, public greenbelts and public parkways, and that portion of public property that is not developed and used for business purposes similar to private commercial, industrial and institutional activities.

COMMUNITY PARKS, LANDSCAPING AND RECREATION FACILITIES ASSESSMENT RATES BY ZONE

The Fiscal Year 2020-21 Assessment Rates for Zone 1 are shown below. For further detail regarding annual revenues and expenditures in Zone 1, please see Appendix "B" in this Report.

- **Zone 1 (Community Parks, Landscaping & Recreation Facilities)**

9,129.47 EDUs for Fiscal Year 2020-21

Maximum Rate: $31.88/EDU
FY 2020-21 Rate: $31.88/EDU

- **Zone 1-A (Community Parks, Landscaping & Recreation Facilities)**
  Zone 1-A includes parcels added after FY 2004-05 that benefit from the construction, operation, and maintenance of park and recreation facilities that are anticipated to meet the City's Parks & Recreation Master Plan 2020 goal of 6.0 acres of parkland per 1,000 residents. Starting with FY 2004-05, all parcels with new developments are required to annex into Zone 1-A.

Formed: January 12, 2004 (Sub 8655)
2,593.16 EDUs for Fiscal Year 2020-21

Subdivision 8727 (27 units) annexed June 14, 2004
Subdivision 8725 (46 units) annexed Fiscal Year 2004-05, July 12, 2004
Subdivision 7655 (28 units) annexed Fiscal Year 2004-05, July 12, 2004
Subdivision 7590 (60 units) annexed Fiscal Year 2004-05, July 12, 2004
Subdivision 7760 (67 units) annexed Fiscal Year 2004-05, July 12, 2004
Subdivision 7426 (21 units) annexed Fiscal Year 2004-05, July 12, 2004
Subdivision 8765 (25 units) annexed Fiscal Year 2005-06, November 8, 2004
Subdivisions 8678 (100 units), 8679 (201 units) & 8680 (288 units), Fiscal Year 2006-07, November 14, 2005
Subdivisions 7662 (215 units), 7681 (40 units), & 8541 (354 units), Fiscal Year 2006-07, February 13, 2006
Subdivisions 8737 (58 units), 8973 (176 units), 8994 (109 units), Fiscal Year 2006-07; June 12, 2006
Subdivision 8731 (400 units), Fiscal Year 2006-07; November 13, 2006
Subdivision 8734 (26 units) annexed Fiscal Year 2007-08, July 9, 2007
Subdivision 8736 (42 units) annexed Fiscal Year 2007-08, July 9, 2007
Subdivision 8916 (41 units) annexed Fiscal Year 2007-08, July 9, 2007
Subdivision 8530 (110 units) annexed Fiscal Year 2007-08, July 9, 2007
Subdivision 8981 (17 units) annexed Fiscal Year 2007-08, July 9, 2007
Subdivision 8823 (6 units) annexed Fiscal Year 2007-08, July 9, 2007
Subdivision 8843 (13 units) annexed Fiscal Year 2007-08, July 9, 2007
Subdivision 8985 (11 units) annexed Fiscal Year 2007-08, July 9, 2007
Subdivision 9183 (11 units) annexed Fiscal Year 2012-13, August 9, 2011
Subdivision 9199 (43 units) annexed Fiscal Year 2012-13, August 9, 2011
Subdivision 9274 (117 units) annexed Fiscal Year 2012-13, August 9, 2011

Laurel Plaza Shopping Center (6.88 acres of Commercial) annexed Fiscal Year 2012-13, August 9, 2011
Immanuel Baptist Church (5.00 EDUs) annexed Fiscal Year 2012-13, August 9, 2011
Corporation for Better Housing (242 MFR and 206 Senior units) annexed Fiscal Year 2012-13, August 9, 2011
Minor Subdivision 09-976 (.99 Acres) annexed Fiscal Year 2012-13, August 9, 2011
4411 Live Oak Avenue (041-021-029) (1 unit) proposed to be annexed Fiscal Year 2015-16, July 2015
Subdivision 9104 (20 units) proposed to be annexed Fiscal Year 2015-16, July 2015

The maximum assessment rate of $211.33 per Equivalent Dwelling Unit for Benefit Zone 1-A was approved in Fiscal Year 2004-05, which may be annually adjusted based upon the previous year's change in the Consumer Price Index (CPI) for the San Francisco Bay Area All Urban Consumers. The base CPI was the rate set on April 2004 by the Bureau of Labor and Statistics which was 198.3. The CPI as of February 2020 is 299.690.

Maximum Rate: $319.38/EDU
FY 2020-21 Rate: $319.38/EDU

- **Zone 1-B (Summer Lake Community Park) – Subdivisions 8900, 8955, & 7562**
  Zone 1-B includes parcels benefiting from the Summer Lake Community Park and was created by Contra Costa County in FY 2005-06 as part of the Summer Lake Development to provide additional funding for the Summer Lake Park and other Community Parks, landscaping, and recreational facilities.

  Formed: April 25, 2006 (by Contra Costa County)

  636.37 EDUs for Fiscal Year 2020-21

  The maximum assessment rate of $805.71 per Equivalent Dwelling Unit for Benefit Zone 1-B was approved in Fiscal Year 2005-06, which may be annually adjusted based upon the previous year's change in the Consumer Price Index (CPI) for the San Francisco Bay Area All Urban Consumers. The base CPI was the rate set on June 2005 by the Bureau of Labor and Statistics which was 201.2. The CPI as of February 2020 is 299.690. The maximum rate for FY 2020-21 is $1,126.50/EDU. However, the anticipated FY 2020-21 expenditures are less than the maximum assessment rate would produce in revenue, therefore the actual rate for FY 2020-21 will be set at $310.36/EDU, which is equal to the rate in Zone 1-A.

  Maximum Rate: $1,200.11/EDU
  FY 2020-21 Rate: $319.38/EDU

BENEFIT ZONE 2
STREET LIGHTING BENEFIT DETERMINATION

The proper functioning of street lighting throughout the City of Oakley is imperative for the welfare of the property owners. Street lighting provides protection to pedestrian traffic by illuminating the sidewalk and street crossing areas during nighttime hours. In addition, the proper operation, maintenance, and servicing of a street lighting system benefits properties by providing additional security for the pedestrian traffic and reduces the possibility of vandalism to property during nighttime hours.

STREET LIGHTING BENEFIT ASSESSMENT METHODOLOGY

The degree of benefit for each parcel is determined by the use of each individual parcel, the intensity of illumination provided, the number of pedestrians generated and the enhanced security during hours of darkness. Benefit Zone 2 has been established to identify the parcels that benefit from these street lighting improvements.

Developed Single Family Residential - The single-family residential parcel is considered one unit of benefit (1.00 EDU). All other land uses have been analyzed to determine the benefit they receive from the intensity of illumination provided, the number of pedestrians generated by their property and the enhanced security to their property during hours of darkness compared to that of a single-family residential parcel.

Other Land Uses – All other land uses have been analyzed to determine the intensity of illumination provided, the number of pedestrians generated by their property and the enhanced security to their property during hours of darkness. For a detailed listing of the equivalent dwelling unit factors for each land use refer to Appendix "C".

Exempt - Exempted from the assessment would be the areas of public streets, public avenues, public lanes, public roads, public drives, public courts, public alleys, public easements and rights-of-ways, public greenbelts and public parkways, and that portion of public property that is not developed and used for business purposes similar to private commercial, industrial and institutional activities.

FY 2020-21 - STREET LIGHTING ASSESSMENT RATES BY ZONE

The Fiscal Year 2020-21 Assessment Rates for Zone 2 are shown below. For further detail regarding Zone 2 annual revenues and expenditures, please see Appendix "B" in this Report.

- **Zone 2 (Oakley Street Lighting Facilities)**

9,124.00 EDUs for Fiscal Year 2020-21

Maximum Rate: $14.94/EDU
FY 2020-21 Rate: $14.94/EDU

- **Zone 2-A (Oakley Street Lighting Facilities)**
  Zone 2-A includes parcels that benefit from the construction, operation, and maintenance of increased lighting after FY 2006-07. Starting with FY 2006-07, all parcels with new developments are required to annex into Zone 2-A.

Formed: June 12, 2006
1,674.00 EDUs for Fiscal Year 2020-21

Subdivision 8731 (400 units), Fiscal Year 2006-07; November 13, 2006
Subdivision 7562, 8900, & 8955 (632 EDUs), Fiscal Year 2007-08
Subdivision 8734 (26 units) annexed Fiscal Year 2007-08, July 9, 2007
Subdivision 8736 (42 units) annexed Fiscal Year 2007-08, July 9, 2007
Subdivision 8916 (41 units) annexed Fiscal Year 2007-08, July 9, 2007
Subdivision 8530 (110 units) annexed Fiscal Year 2007-08, July 9, 2007
Subdivision 8981 (17 units) annexed Fiscal Year 2007-08, July 9, 2007
Subdivision 8823 (6 units) annexed Fiscal Year 2007-08, July 9, 2007
Subdivision 8843 (13 units) annexed Fiscal Year 2007-08, July 9, 2007
Subdivision 8985 (11 units) annexed Fiscal Year 2007-08, July 9, 2007
Subdivision 9183 (11 units) annexed Fiscal Year 2012-13, August 9, 2011
Subdivision 9199 (43 units) annexed Fiscal Year 2012-13, August 9, 2011
Subdivision 9274 (117 units) annexed Fiscal Year 2012-13, August 9, 2011
Laurel Plaza Shopping Center (6.88 acres of Commercial) annexed Fiscal Year 2012-13, August 9, 2011
Immanuel Baptist Church (5.00 EDUs) annexed Fiscal Year 2012-13, August 9, 2011
Corporation for Better Housing (242 MFR and 206 Senior units) annexed Fiscal Year 2012-13, August 9, 2011
Minor Subdivision 09-976 (.99 Acres) annexed Fiscal Year 2012-13, August 9, 2011
Summer Lake South Development
4411 Live Oak Avenue (041-021-029) (1 unit) proposed to be annexed Fiscal Year 2015-16, July 2015
Subdivision 9104 (20 units) proposed to be annexed Fiscal Year 2015-16, July 2015

The maximum assessment rate of $42.81 per Equivalent Dwelling Unit for Benefit Zone 2-A was approved in Fiscal Year 2005-06, which may be annually adjusted based upon the previous year's change in the Consumer Price Index (CPI) for the San Francisco Bay Area All Urban Consumers. The base CPI was the rate set on April 2005 by the Bureau of Labor and Statistics which was 202.50. The CPI as of February 2020 is 299.690.

Maximum Rate: $63.36/EDU
FY 2020-21 Rate: $63.36/EDU

BENEFIT ZONE 3
INTERIOR LANDSCAPING/NEIGHBORHOOD PARKS

Trees, landscaping, hardscaping and appurtenant facilities, if well maintained, provide beautification, shade and enhancement of the desirability of the surroundings. In Parkways and Land Values, written by John Nolan and Henry V. Hubbard in 1937, it is stated:

> *"... there is no lack of opinion, based on general principals and experience and common sense, that parkways do in fact add value to property, even though the amount cannot be determined exactly. Indeed, in most cases where public money has been spent for parkways the assumption has been definitely made that the proposed parkway will show a provable financial profit to the City. It has been believed that the establishment of parkways causes a rise in real estate values throughout the City, or in parts of the City,..."*

It should be noted that the definition of "parkways" above may include the roadway as well as the landscaping alongside the roadway.

Proper maintenance and operation of the roadway landscaping provides beautification and enhancement of the desirability of surroundings. The roadway landscaping maintained by each subzone typically includes the entryways into each geographical area and as such provide beautification to the subzone. These improvements provide special and direct benefit to each property located within the subzone.

LANDSCAPING BENEFIT ASSESSMENT METHODOLOGY

The single-family residential parcel has been selected as the basic unit for the calculation of assessments and is defined as one (1) Equivalent Dwelling Unit (EDU). Commercial and industrial parcels benefit similarly to residential parcels because of increased property values and the desirability of their location. Commercial and industrial parcels are assessed based on their acreage because larger parcels have the ability to generate larger pedestrian flows. The methodology used to assign EDUs to other land uses in proportion to the benefit they receive relative to the single-family residential parcel are shown below.

Developed Single Family Residential - The developed single-family parcel has been selected as the basic unit for calculation of the benefit assessments. Parcels designated as developed single family residential uses per the Contra Costa County land use code, or those parcels that have had a building permit pulled prior to July 1 are assessed one (1.00) EDU.

Developed Multiple Residential - The EDUs for land designated as developed multi-family uses which includes condominiums, mobile homes and apartments are assessed a factor of one-half (0.50) EDU per dwelling unit (e.g. a parcel with a 100-unit apartment would be assessed 50 EDUs). Based on data from representative cities in Northern California, the multiple family residential factor of 50% is determined by the statistical proportion of relative trip generation from various types of residential uses, in combination with density per unit.

Developed Commercial/Industrial, Recreational, Institutional, and Other Miscellaneous Uses - Developed commercial and industrial properties include commercial, industrial, recreational, institutional or miscellaneous uses per the Contra Costa County land use codes. The parcels are assessed based upon the acreage of the parcel. In converting developed

commercial/industrial properties to EDUs, the factor used was from the Contra Costa County's average single-family lot residential lot size. The parcels will be assessed one (1.00) EDU for the first acre or any portion thereof, one (1.00) EDU/acre for each additional acre up to a maximum of three (3.00) EDUs (3.00 acres). The minimum number of EDUs per parcel will be one (1.00) EDU.

Undeveloped Single Family Residential - Parcels defined as undeveloped single-family residential parcels will be assessed at 50% of the developed single-family rate.

Undeveloped Non-Single Family Residential - Parcels defined as undeveloped non-single family residential will be assessed at a 50% of the developed commercial/industrial rate. These parcels include undeveloped multi-family residential, commercial/industrial, recreational, institutional and other miscellaneous parcels. These parcels will be assessed at 0.50 EDUs per acre or any portion thereof, with a minimum of 0.50 EDU per parcel and a maximum of 1.50 EDUs per parcel (3.00 acres). Incremental acreage greater than 3.00 acres is considered to be open space area and therefore receives no further assessment.

Exempt - Exempted from the assessment would be the areas of public streets, public avenues, public lanes, public roads, public drives, public courts, public alleys, public easements and rights-of-ways, public greenbelts and public parkways, and that portion of public property that is not developed and used for business purposes similar to private commercial, industrial and institutional activities.

FY 2020-21 - LANDSCAPING ASSESSMENT RATES BY ZONE

The Fiscal Year 2020-21 Assessment Rates for each of the Subzones in Zone 3 are shown below. For further detail regarding the annual revenue and expenditures for each Subzone, please see Appendix "B" in this Report.

- **Zone 3-1 (Vintage Parkway)** Subdivisions 6333, por. 6452 & 6576 & 6577, 6821, 6862, 7089, 7193, 7229, 7372, 7585, & 7654

  Formed: July 16, 1985
  1,274.00 EDUs

  Maximum Rate: $57.86/EDU
  FY 2020-21 Rate: $57.86/EDU

- **Zone 3-2 (Oakley Ranch)** Subdivision 6634

  Formed: April 21, 1987
  133.00 EDUs

  Maximum Rate: $198.84/EDU
  FY 2020-21 Rate: $198.84/EDU

- **Zone 3-3 (Empire)** Subdivision 6656

  Formed: June 16, 1987
  45.00 EDUs

  Maximum Rate: $100.76/EDU
  FY 2020-21 Rate: $100.76/EDU

- **Zone 3-4 (Oakley Town Center)** Subdivision 7045

  Formed: May 9, 1989
  9.17 Acres

  Maximum Rate: $1,193.16/Acre
  FY 2020-21 Rate: $1,193.16/Acre

- **Zone 3-5 (Oak Grove)** Subdivisions 6922 & 6927

  Formed: August 13, 1991
  Additional Parcels Annexed: June 20, 1995
  149.50 EDUs

  Maximum Rate: $190.00/EDU
  FY 2020-21 Rate: $190.00/EDU

- **Zone 3-6 (Laurel Woods/Luna Estates)** Subdivisions 6971 & 7489.

  Formed: August 1, 1989; Tract 7489: April 28, 1992
  60.00 EDUs

  Maximum Rate: $127.80/EDU
  FY 2020-21 Rate: $127.80/EDU

- **Zone 3-7 (South Forty)** Subdivision 6969

  Formed: August 7, 1990
  52.50 EDUs

  Maximum Rate: $185.00/EDU
  FY 2020-21 Rate: $185.00/EDU

- **Zone 3-8 (Claremont)** Subdivision 7163

Formed: August 13, 1991
50.00 EDUs

Maximum Rate: $152.56/EDU
FY 2020-21 Rate: $152.56/EDU

- **Zone 3-9 (Gateway)** Subdivisions 6394, 6488, 6571, 6613, 6664, 6726, 6727, 6762, 6764 & 6858.

Formed: July 31, 1990
459.00 EDUs

Maximum Rate: $40.00/EDU
FY 2020-21 Rate: $40.00/EDU

- **Zone 3-10 (Countryside aka Village Green)** Subdivisions 7164, & 7293

Formed: October 2, 1990
21.00 EDUs

Maximum Rate: $125.00/EDU
FY 2020-21 Rate: $125.00/EDU

- **Zone 3-11 (Country Fair aka Meadow Glen)** Subdivision 6840

Formed: August 6, 1991
32.00 EDUs

Maximum Rate: $169.48/EDU
FY 2020-21 Rate: $169.48/EDU

- **Zone 3-12 (California Sunrise)** Subdivision 7365

Formed: November 19, 1991
128.00 EDUs

Maximum Rate: $27.36/EDU
FY 2020-21 Rate: $27.36/EDU

- **Zone 3-13 (California Visions aka Laurel Heights)** Subdivision 7667

  Formed: November 17, 1992
  96.00 EDUs

  Maximum Rate: $125.00/EDU
  FY 2020-21 Rate: $125.00/EDU

- **Zone 3-14 (Claremont Heritage)** Subdivisions 7775, 7367, and 7366

  Formed as Zone 41: November 17, 1992
  Tracts 7366, 7367 Annexed: July 26, 1994
  114.00 EDUs

  Maximum Rate: $160.00/EDU
  FY 2020-21 Rate: $160.00/EDU

- **Zone 3-15 (Country Fair aka Meadow Glen II)** Subdivisions 6867, 6980, 6996, 7003, 7090, 7165, 7330, 7368, 7385, 7704, 7707, 7808, 7830, 7831, 7832, 7833, 8725, 7655, 7590, 7760, 7426 8823, 8843, & DR 3022-94

  Formed: July 26, 1994
  888.00 EDUs

  Subdivision 8725 (48 units) annexed Fiscal Year 2004-05, July 12, 2004
  Subdivision 7655 (28 units) annexed Fiscal Year 2004-05, July 12, 2004
  Subdivision 7590 (60 units) annexed Fiscal Year 2004-05, July 12, 2004
  Subdivision 7760 (67 units) annexed Fiscal Year 2004-05, July 12, 2004
  Subdivision 7426 (21 units) annexed Fiscal Year 2004-05, July 12, 2004
  Subdivision 8823 (6 units) annexed Fiscal Year 2007-08, July 9, 2007
  Subdivision 8843 (13 units) annexed Fiscal Year 2007-08, July 9, 2007

  There are also 50 additional senior units located within in Zone 3-15, but the improvements are privately maintained. The maximum annual assessment for the 50 senior units is $8,541.00. The applicant (Ecumenical Association for Housing) requested that the landscaping improvements for this development be maintained privately because of the manner in which the project was designed. By having this area privately landscaped, it will allow more privacy for the senior citizen residents. The estimated maintenance costs for DP3022-94 will therefore not be included in the annual maintenance cost in FY 2020-21.

  Maximum Rate: $138.00/EDU
  FY 2020-21 Rate: $138.00/EDU

- **Zone 3-16 (Sundance) Subdivision** 7837

Formed: December 20, 1994
81.00 EDUs

Maximum Rate: $110.00/EDU
FY 2020-21 Rate: $110.00/EDU

- **Zone 3-17 (Laurel Anne)** Subdivisions 6935, 6963, 7809, 8650, 8708, 8748, 8752, 8816, & 8822

Formed: June 20, 1995
321.00 EDUs

Maximum Rate: $273.16/EDU
FY 2020-21 Rate: $273.16/EDU

- **Zone 3-18 (Country Place)** Subdivisions 6968, 7640, MS 7-95, & 7946

Formed: June 20, 1995
Subdivision 6968 (42 units) annexed Fiscal Year 2002-03
130.00 EDUs

Maximum Rate: $180.00/EDU
FY 2020-21 Rate: $180.00/EDU

- **Zone 3-19 (Laurel Crest)** Subdivisions 7630, 7657, 7658, 8168, 8169, 8403, 8440, & 8655

Formed: May 5, 1998
438.00 EDUs

Sub 7658, 8168, 8169, 8656 (154 units) annexed Fiscal Year 2001-02
Sub 8403 (72 units) annexed Fiscal Year 2002-03, November 13, 2001
Sub 8655 (34 units) annexed Fiscal Year 2004-05, January 12, 2004

Maximum Rate: $200.00/EDU
FY 2020-21 Rate: $200.00/EDU

- **Zone 3-20 (Marsh Creek Glenn)** Subdivisions 7689, 8391, 8504, 8648, 8727, & 8765

Formed: May 14, 2001
288.00 EDUs

Subdivision 8504 (12 units) annexed September 9, 2002
Subdivision 8727 (27 units) annexed Fiscal Year 2004-05, June 14, 2004
Subdivision 8765 (25 units) annexed Fiscal Year 2005-06, November 8, 2004

The maximum assessment rate for Benefit Zone 3-20 was approved in FY 2001-02 at $225.00 per Equivalent Dwelling Unit, which may be annually adjusted based upon the previous year's change in the Consumer Price Index (CPI) for the San Francisco Bay Area All Urban Consumers. The base CPI is the rate set on June 30, 2001 by the Bureau of Labor and Statistics which was 190.9. The CPI as of February 2020 is 299.690.

Maximum Rate: $353.22/EDU
FY 2020-21 Rate: $353.22/EDU

- **Zone 3-21 (Quail Glen)** Subdivision 7359, 7235, 7358, & 7467

Formed: July 8, 2002
Subdivisions 7235, 7358 & 7467 (67 units) annexed September 2002
103.00 EDUs

4411 Live Oak Avenue (041-021-029) (1 unit) annexed Fiscal Year 2015-16, July 2015
1.00 EDU

The maximum assessment rate for Benefit Zone 3-21 was approved in FY 2002-03 at $200.00 per Equivalent Dwelling Unit, which may be annually adjusted based upon the previous year's change in the Consumer Price Index (CPI) for the San Francisco Bay Area All Urban Consumers. The base CPI is the rate set on June 30, 2002 by the Bureau of Labor and Statistics which was 193.2. The maximum assessment rate for Benefit Zone 3-21A was approved in FY 2015-16 at $895.32 per Equivalent Dwelling Unit, which may be annually adjusted based upon the previous year's change in the Consumer Price Index (CPI) for the San Francisco Bay Area All Urban Consumers. The base CPI for Zone 3-21A is the rate set on February 28, 2015 by the Bureau of Labor and Statistics which was 254.91. The CPI as of February 2020 is 299.690.

Zone 3-21 Maximum Rate: $310.24/EDU
Zone 3-21 FY 2020-21 Rate: $310.24/EDU

Zone 3-21A Maximum Rate: $1,052.60/EDU
Zone 3-21A FY 2020-21 Rate: $1,052.60/EDU

- **Zone 3-22 (Cypress Grove)** Subdivision 8678, 8679, & 8680

Formed: November 14, 2005
589.00 EDUs

The maximum assessment rate for Benefit Zone 3-22 was approved in FY 2006-07 at $343.90 per Equivalent Dwelling Unit, which may be annually adjusted based upon the previous year's change in the Consumer Price Index (CPI) for the San Francisco Bay Area All Urban Consumers. The base CPI is the rate set on April 2006 by the Bureau of Labor and Statistics which was 208.90. The CPI as of February 2020 is 299.690.

Maximum Rate: $493.36/EDU
FY 2020-21 Rate: $493.36/EDU

- **Zone 3-23 (South Oakley)** Subdivisions 7662, 7681, 8541, 8530, 8734, 8736, 8916, 8981, 9183 & 9104.

Formed: February 13, 2006
735.00 EDUs

Subdivision 8530 (110 units) annexed Fiscal Year 2007-08, July 9, 2007
Subdivision 8734 (26 units) annexed Fiscal Year 2007-08, July 9, 2007
Subdivision 8736 (42 units) annexed Fiscal Year 2007-08, July 9, 2007
Subdivision 8916 (41 units) annexed Fiscal Year 2007-08, July 9, 2007
Subdivision 8981 (17 units) annexed Fiscal Year 2007-08, July 9, 2007
Subdivision 9183 (11 units) annexed Fiscal Year 2012-13, August 9, 2011
Subdivision 9104 (20 units) proposed to be annexed Fiscal Year 2015-16, July 2015

The maximum assessment rate for Benefit Zone 3-23 was approved in FY 2006-07 at $398.60 per Equivalent Dwelling Unit, which may be annually adjusted based upon the previous year's change in the Consumer Price Index (CPI) for the San Francisco Bay Area All Urban Consumers. The base CPI is the rate set on April 2006 by the Bureau of Labor and Statistics which was 208.90. The CPI as of February 2020 is 299.690.

Maximum Rate: $571.82/EDU
FY 2020-21 Rate: $571.82/EDU

- **Zone 3-24 (Reserve/Stonebrook)** Subdivision 8737, 8973, 8994

Formed: January 12, 2006
171.50 EDUs

The maximum assessment rate for Benefit Zone 3-24 was approved in FY 2006-07 at $598.73 per Equivalent Dwelling Unit, which may be annually adjusted based upon the previous year's change in the Consumer Price Index (CPI) for the San Francisco Bay Area All Urban Consumers. The base CPI is the rate set on April 2006 by the Bureau of Labor and Statistics which was 208.90. The CPI as of February 2020 is 299.690. However, in FY 2020-21 the rate assessed will be $341.34/EDU.

Maximum Rate: $858.94/EDU
FY 2020-21 Rate: $341.34/EDU

- **Zone 3-25 (Magnolia Park)** Subdivision 8731

Formed: November 13, 2006
554.66 EDUs

Subdivision 9199 (43 units) annexed Fiscal Year 2012-13, August 9, 2011
Subdivision 9274 (117 units) annexed Fiscal Year 2012-13, August 9, 2011

The maximum assessment rate for Benefit Zone 3-25 was approved in FY 2006-07 at $1,100.55 per Equivalent Dwelling Unit, which may be annually adjusted based upon the previous year's change in the Consumer Price Index (CPI) for the San Francisco Bay Area All Urban Consumers. The base CPI is the rate set on June 2006 by the Bureau of Labor and Statistics which was 209.10. The CPI as of February 2020 is 299.690. However, in FY 2020-21 the rate assessed will be $1,365.37/EDU.

Maximum Rate: $1,577.35/EDU
FY 2020-21 Rate: $1,365.37/EDU

- **Zone 3-26 (Summer Lake South)** Subdivision 8900, 8955, & 7562.

Formed: April 25, 2006 (by Contra Costa County)
632.37 EDUs

The maximum assessment rate for Benefit Zone 3-26 was approved in FY 2005-06 at $1,353.53 per Equivalent Dwelling Unit, which may be annually adjusted based upon the previous year's change in the Consumer Price Index (CPI) for the San Francisco Bay Area All Urban Consumers. The base CPI is the rate set on June 2005 by the Bureau of Labor and Statistics which was 201.20. The CPI as of February 2020 is 299.690. However, in FY 2020-21 the rate assessed will be $693.00 per Equivalent Dwelling Unit.

Maximum Rate: $2,065.94/EDU
FY 2020-21 Rate: $693.00/EDU

PART E

PROPERTY OWNER LIST & ASSESSMENT ROLL

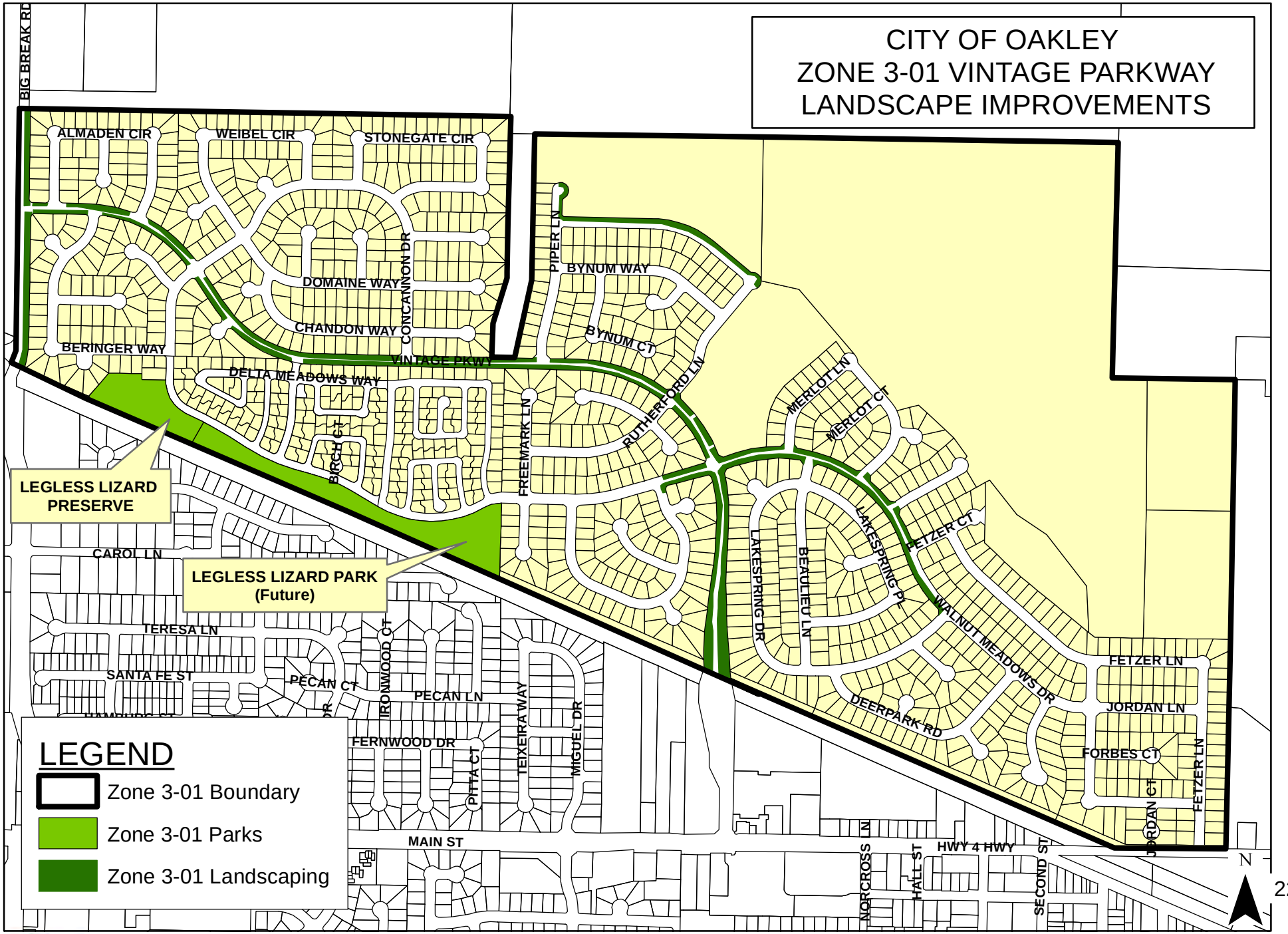
The total assessment amount for each Zone and the proposed assessment amount apportioned to each parcel for Fiscal Year 2020-21, in proportion to the benefit received by each parcel from the improvements, is contained in the Assessment Roll, which is on file in the Office of City Clerk of the City of Oakley and shown in Appendix "D".

The Assessment Roll includes a list of all parcel numbers within the District that have been updated to match the last equalized Property Tax Roll of the Contra Costa County Assessor, which by reference is hereby made a part of this report. The last equalized Property Tax Roll includes a description of each parcel and shall govern for all details concerning the description of the parcels.

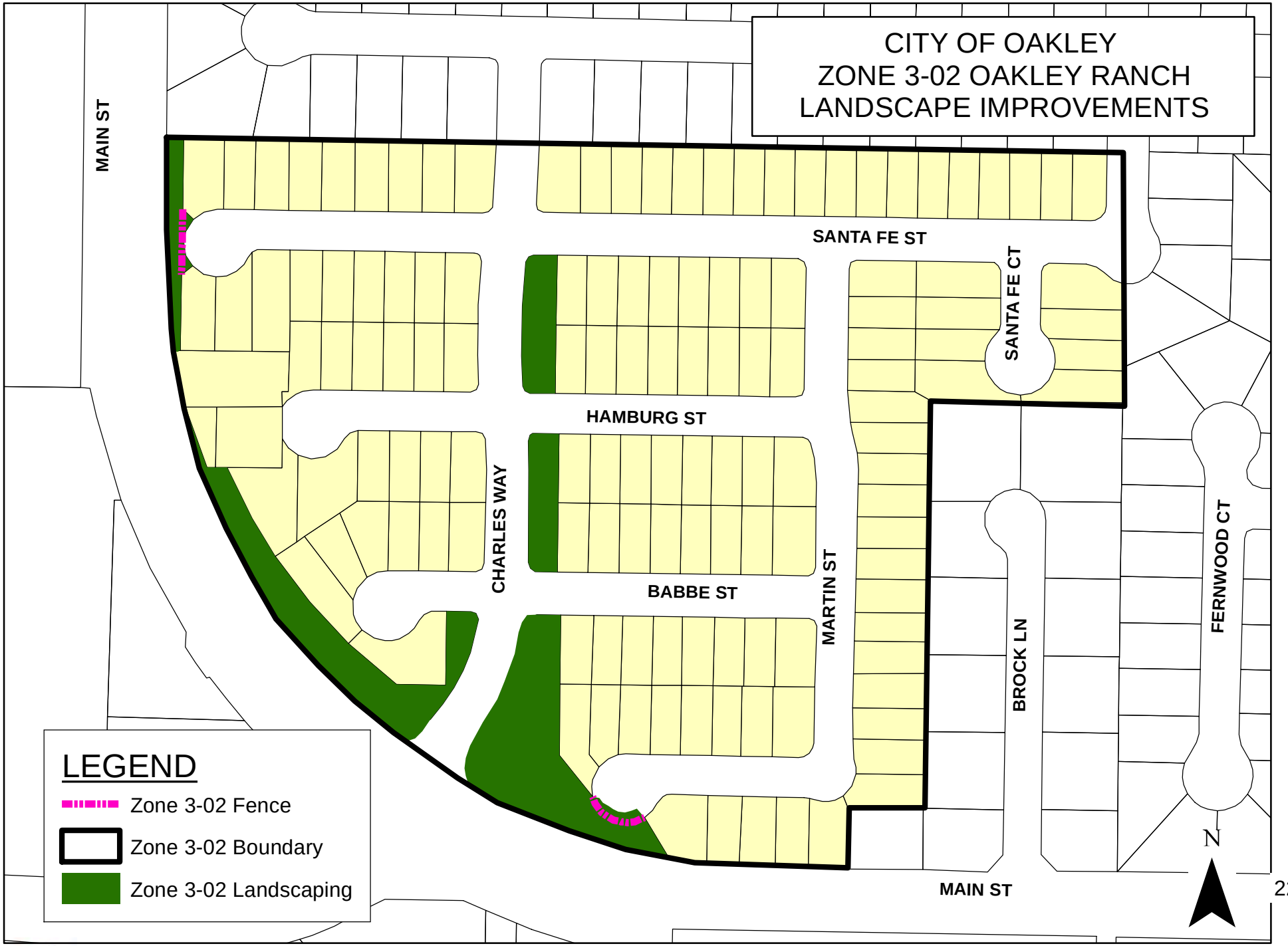
The total proposed assessments for the 2020-21 Fiscal Year are $1,322,496 for community park, landscaping and recreation facilities, $242,377 for street lighting facilities, and $2,659,034 for landscaping facilities for a total of $4,223,907.

APPENDIX A

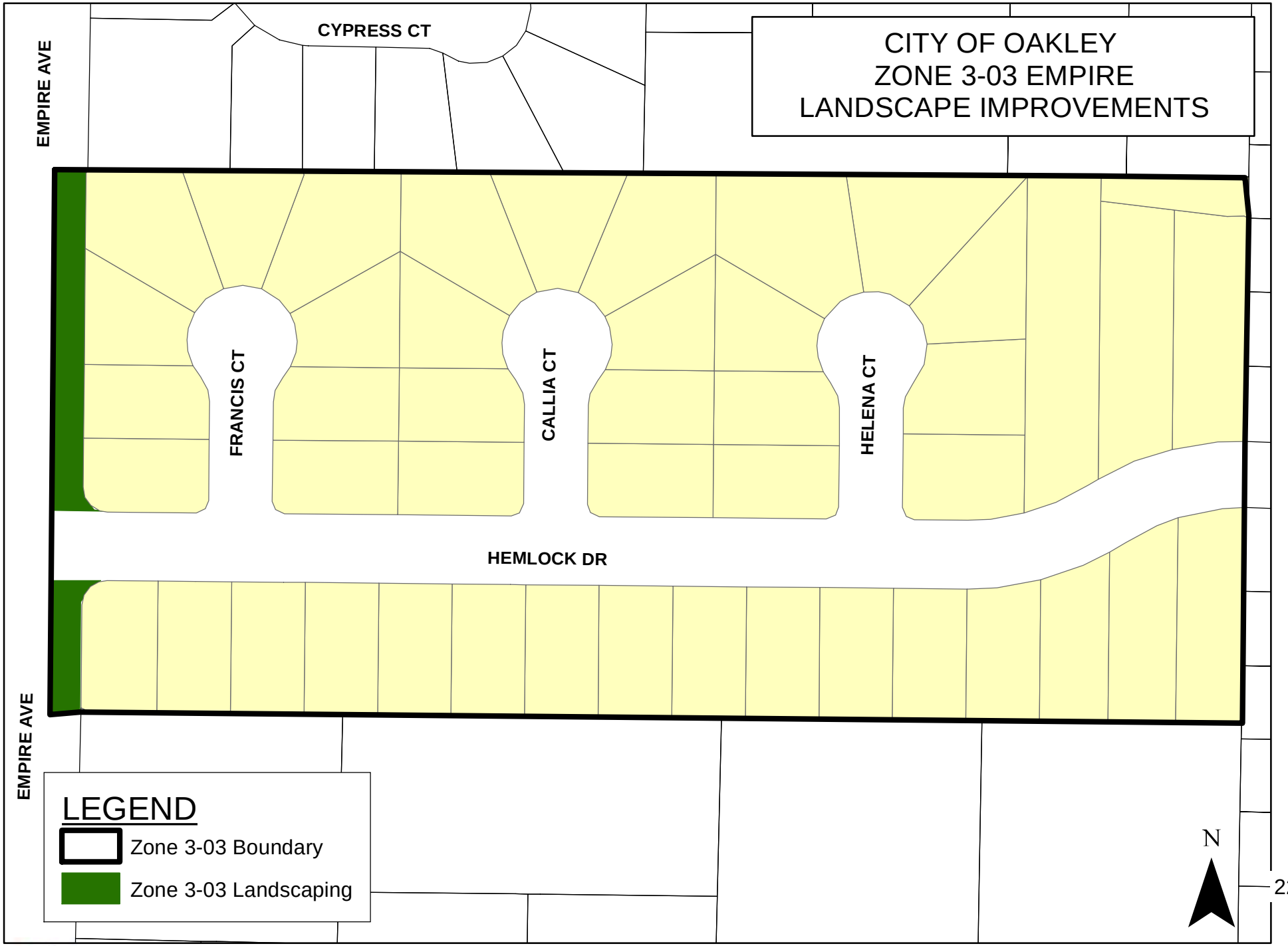
Zone 3 (Interior Landscaping/Neighborhood Parks) Subzone Detailed Diagrams

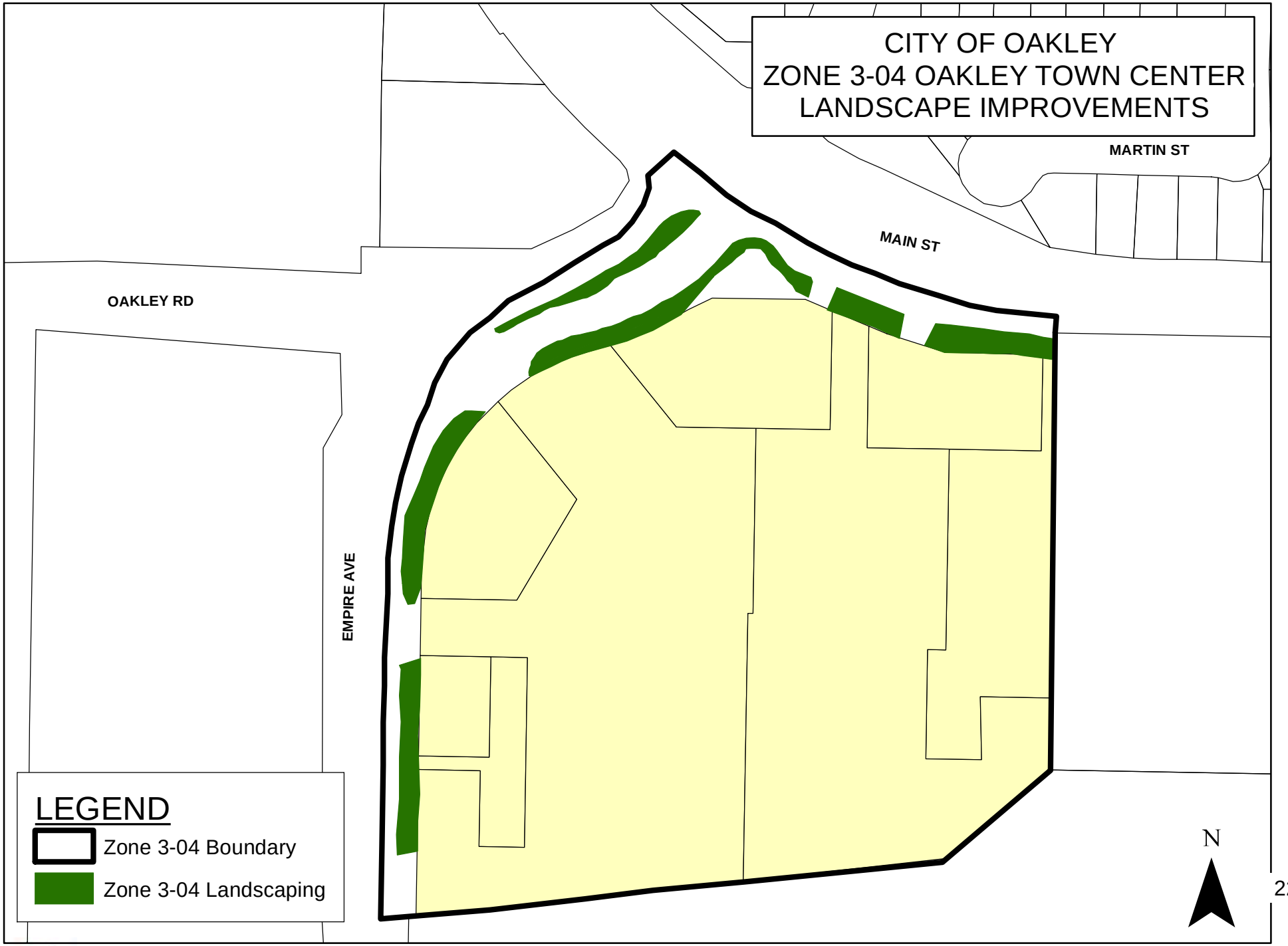


Prepared by Francisco & Associates, Inc.

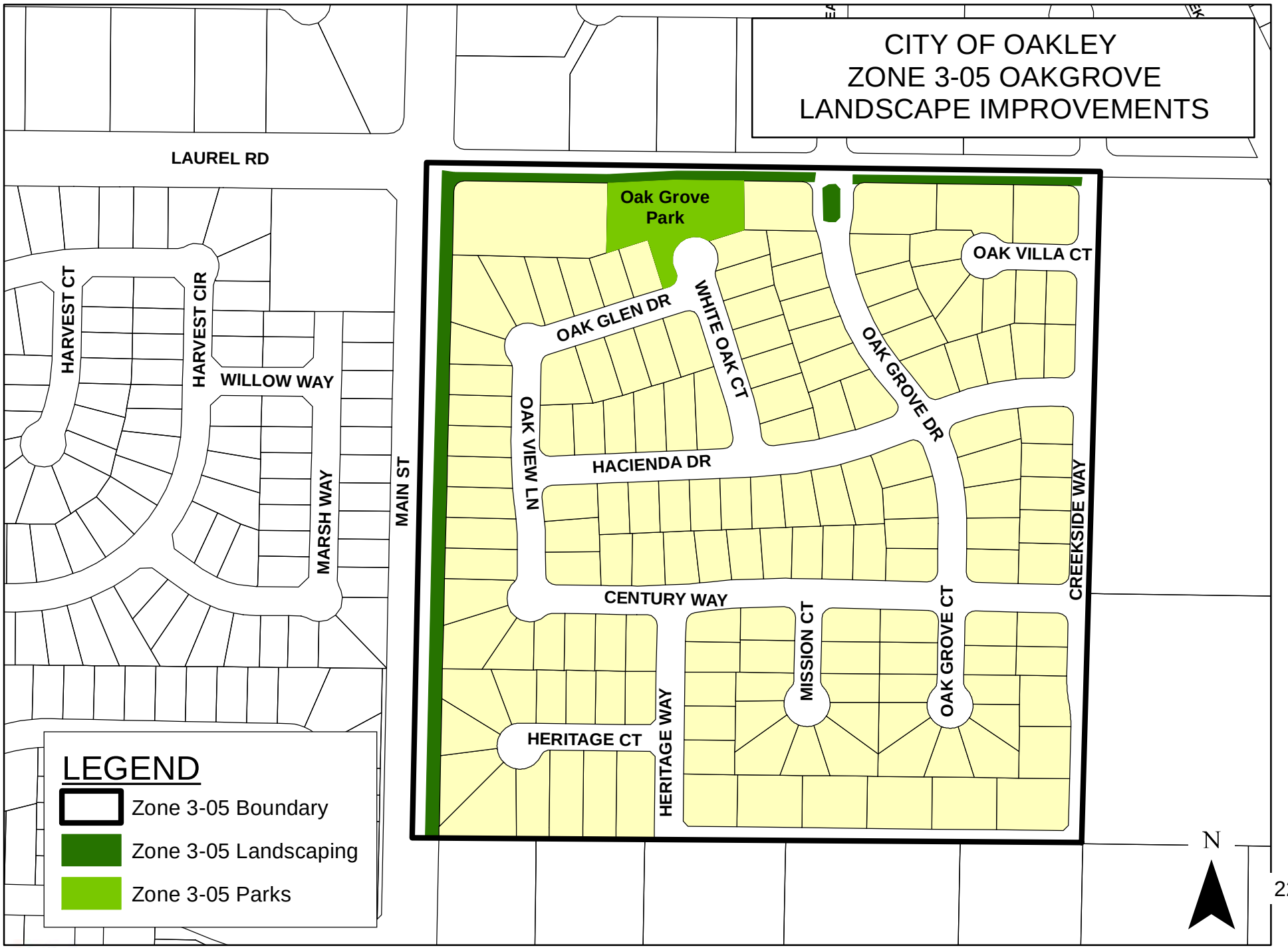


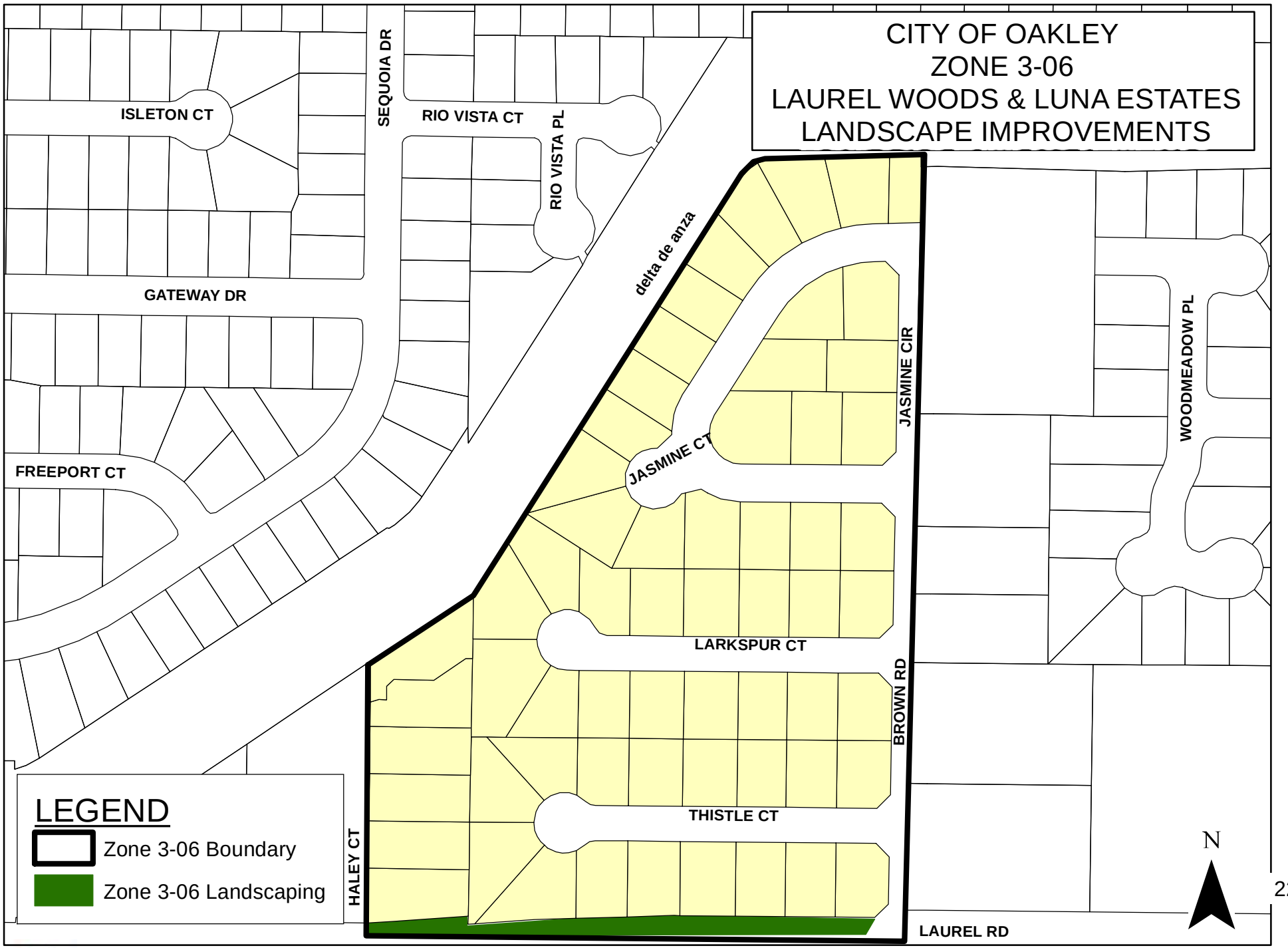
Prepared by Francisco & Associates, Inc.


CITY OF OAKLEY
ZONE 3-03 EMPIRE
LANDSCAPE IMPROVEMENTS
CYPRESS CT
EMPIRE AVE
FRANCIS CT
CALLIA CT
HELENA CT
HEMLOCK DR
EMPIRE AVE
LEGEND
Zone 3-03 Boundary
Zone 3-03 Landscaping
N
223
75 37.5 0 75 150
Feet
Prepared by Francisco & Associates, Inc.



Prepared by Francisco & Associates, Inc.


CITY OF OAKLEY
ZONE 3-05 OAKGROVE
LANDSCAPE IMPROVEMENTS
LAUREL RD
Oak Grove Park
OAK VILLA CT
OAK GLEN DR
WHITE OAK CT
OAK GROVE DR
OAK VIEW LN
HACIENDA DR
CREEKSIDE WAY
CENTURY WAY
MISSION CT
OAK GROVE CT
HERITAGE WAY
HERITAGE CT
HARVEST CT
HARVEST CIR
WILLOW WAY
MARSH WAY
MAIN ST
LEGEND
Zone 3-05 Boundary
Zone 3-05 Landscaping
Zone 3-05 Parks
N
225
180 90 0 180 360
Feet
Prepared by Francisco & Associates, Inc.



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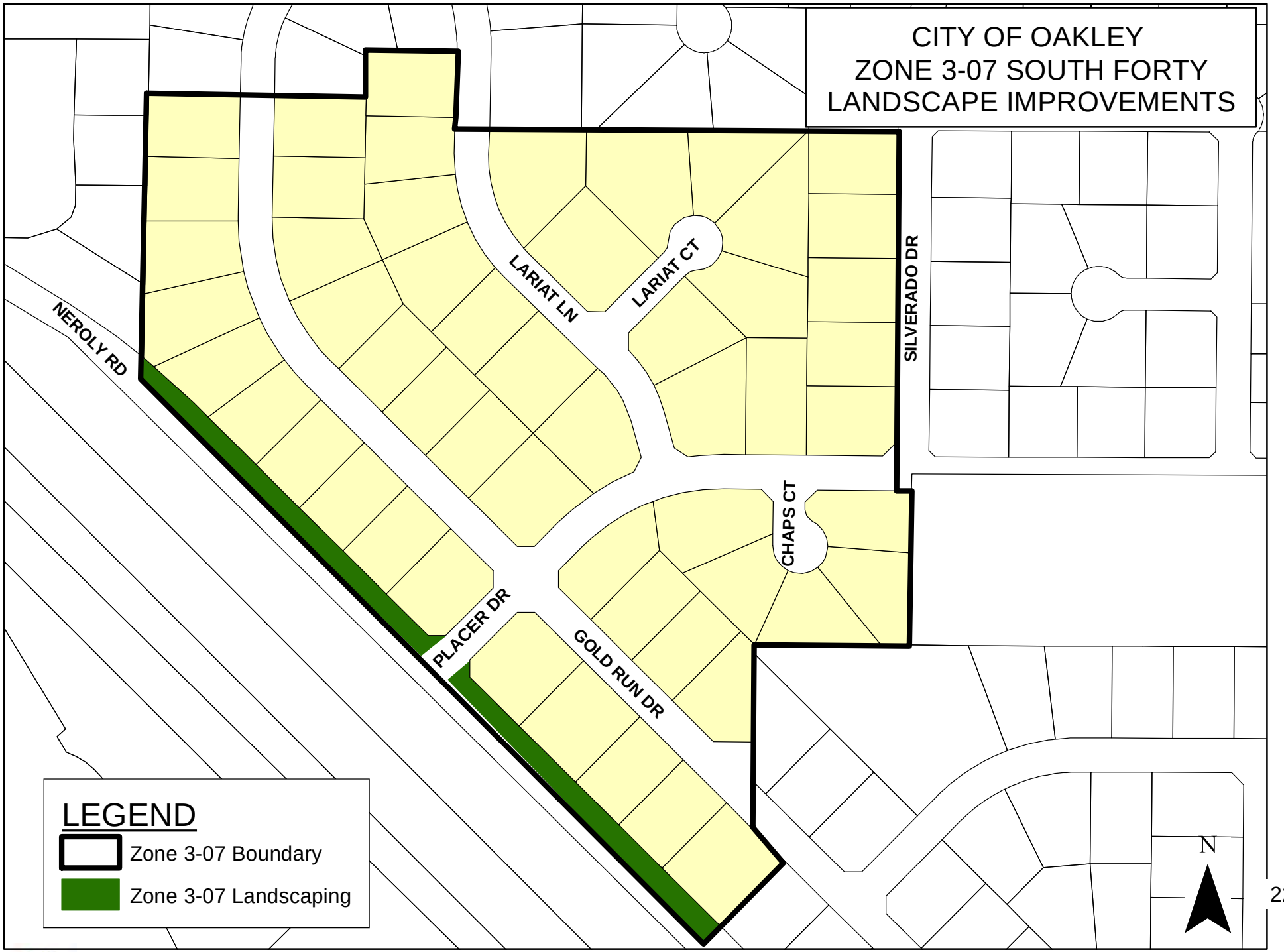
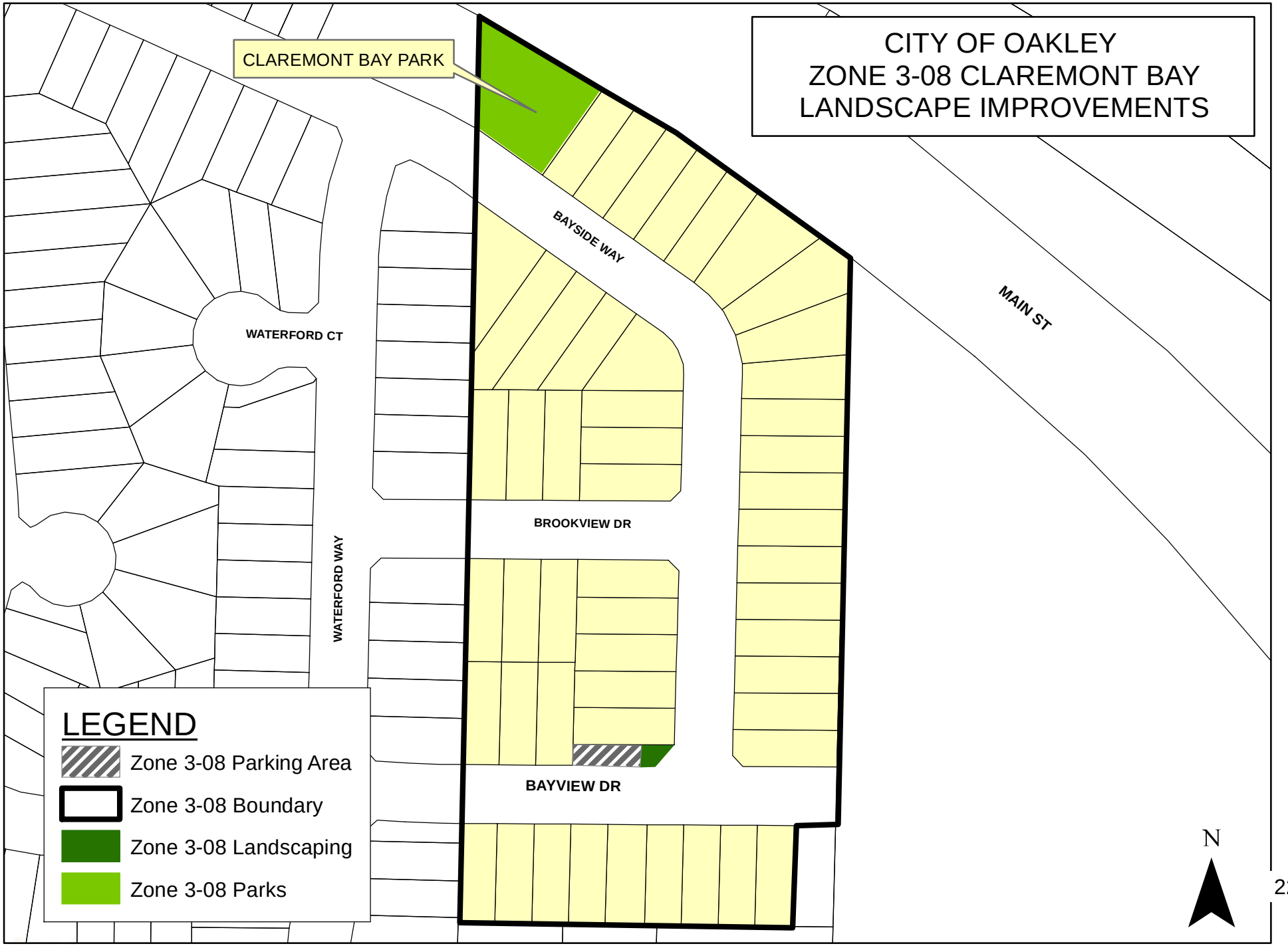


Prepared by Francisco & Associates, Inc.



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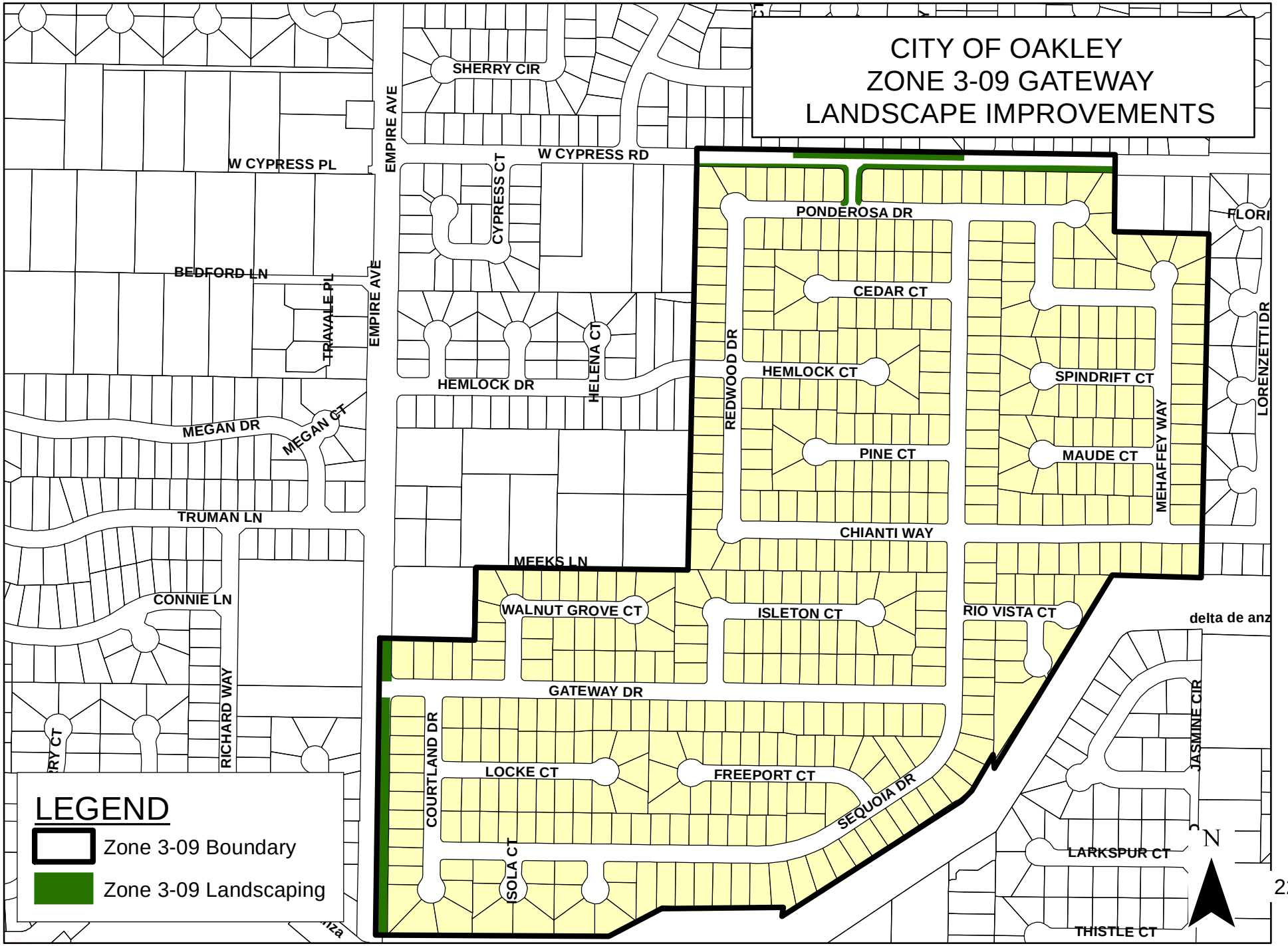

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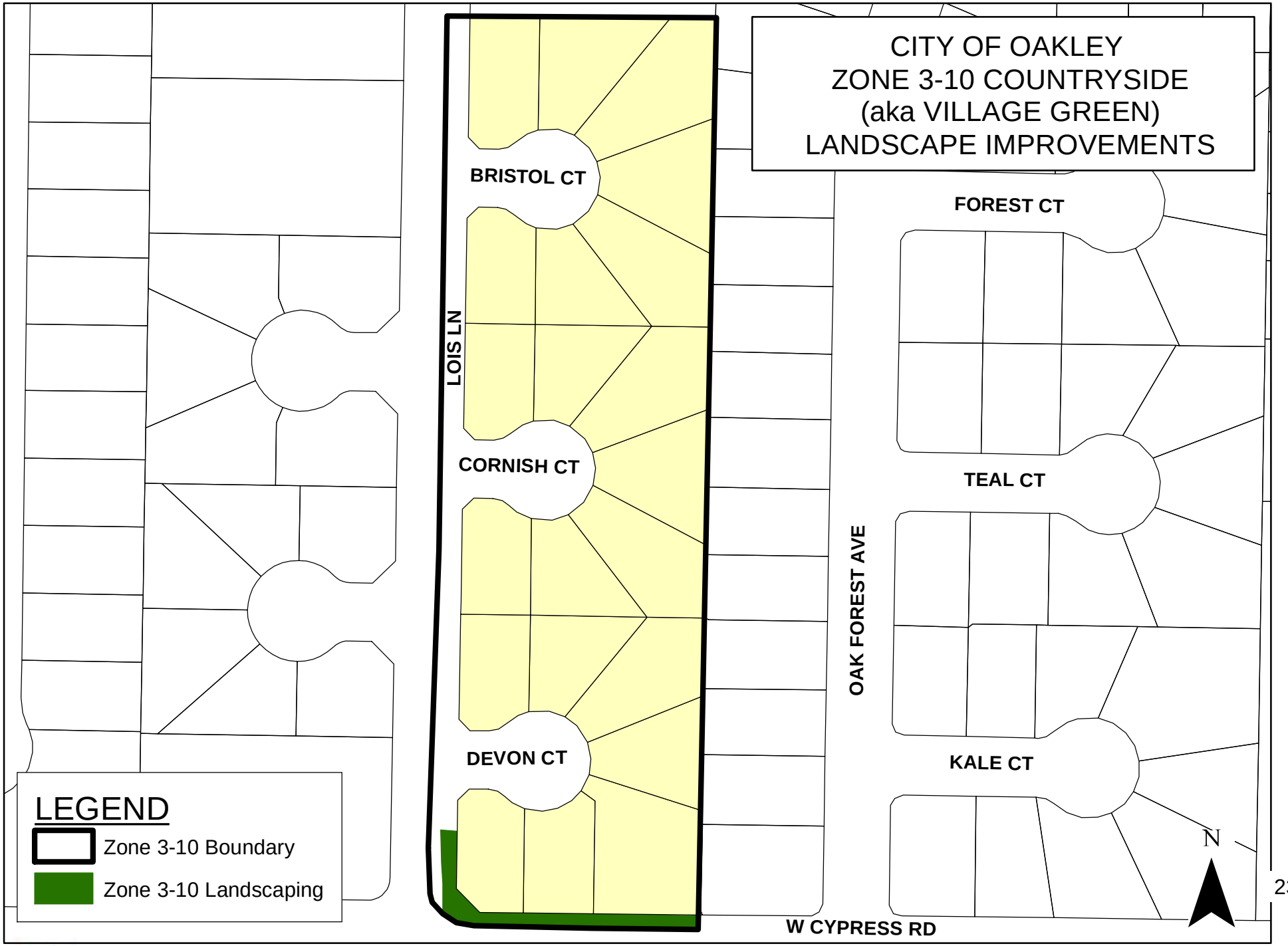

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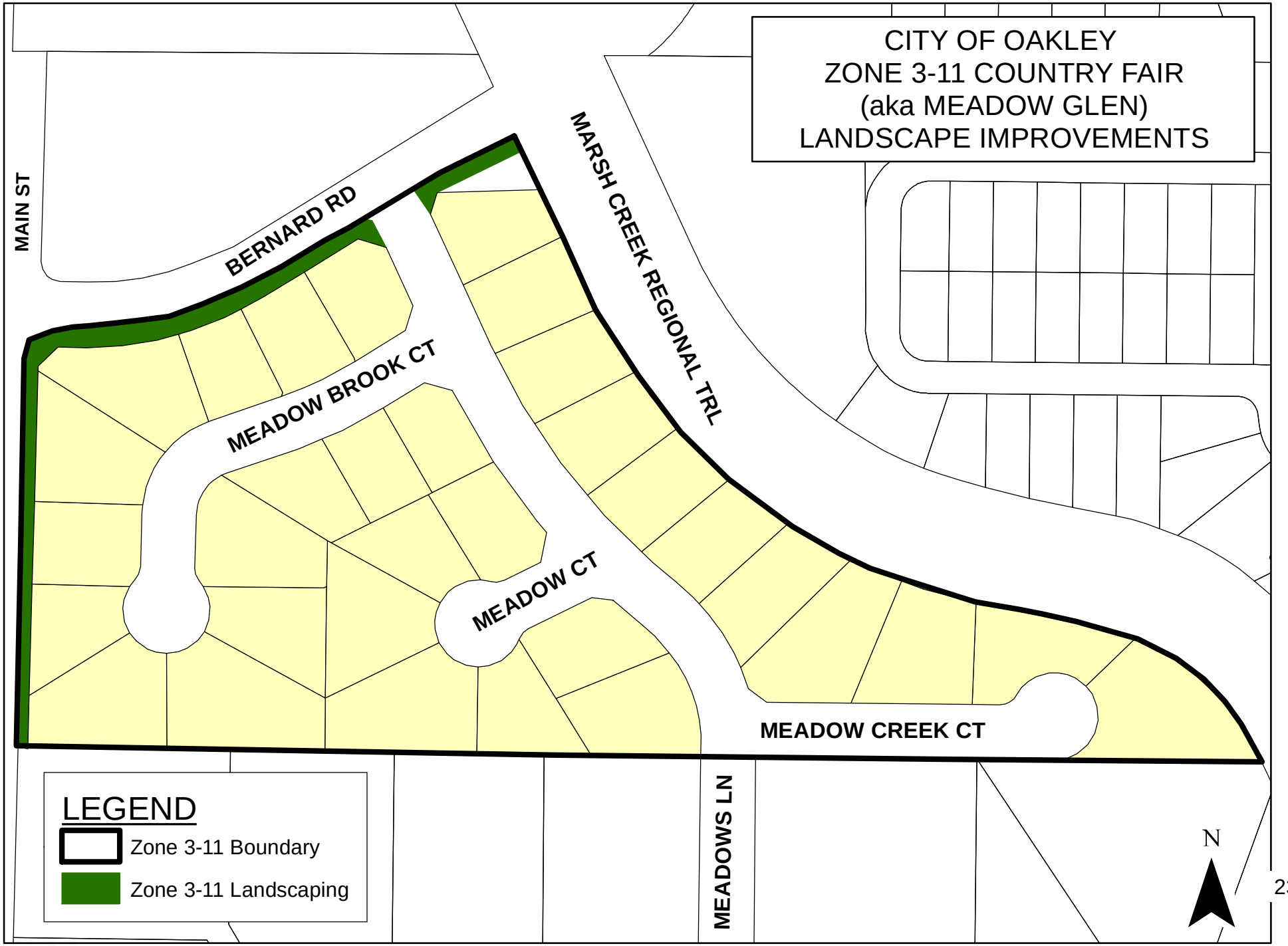

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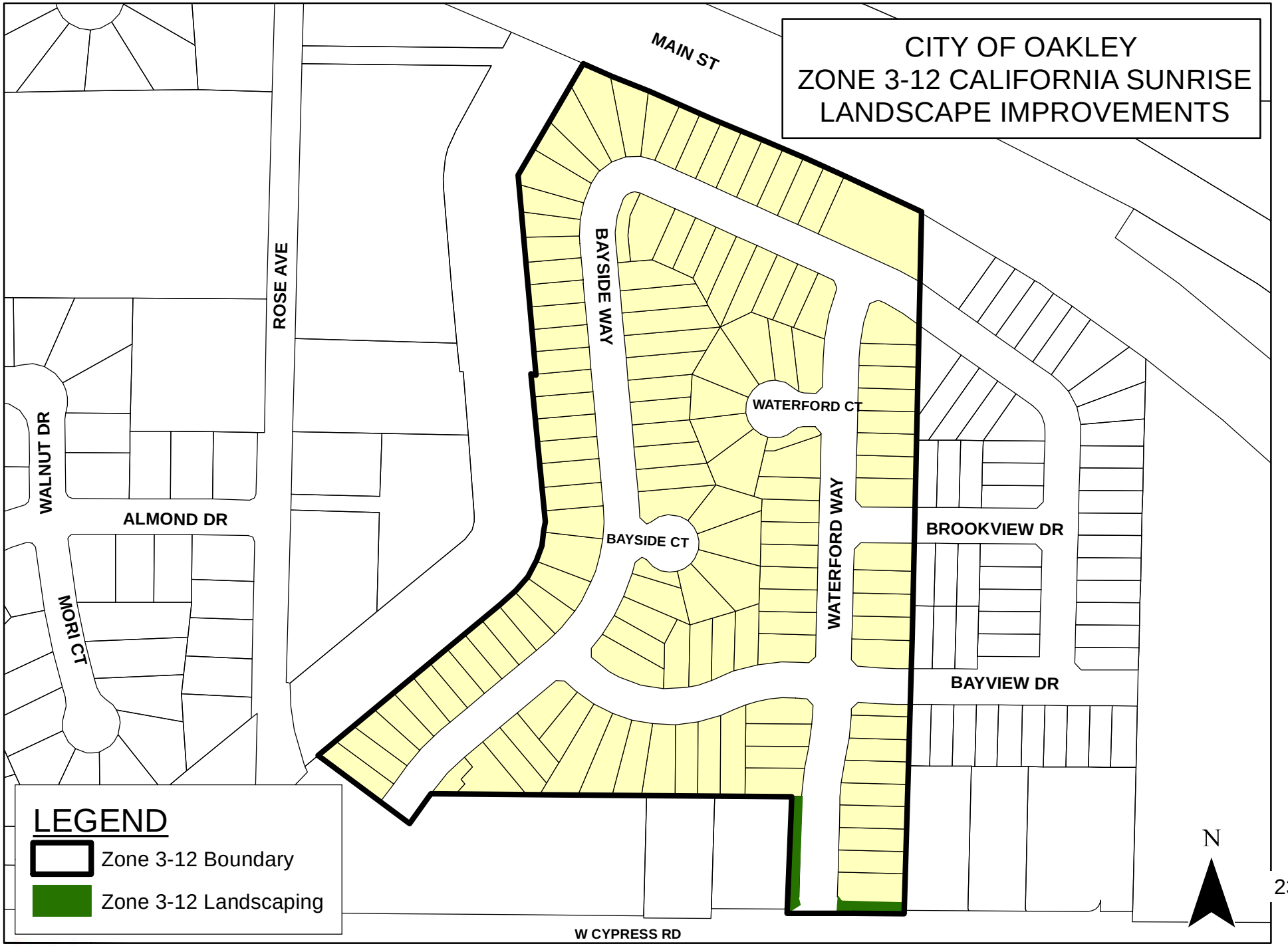
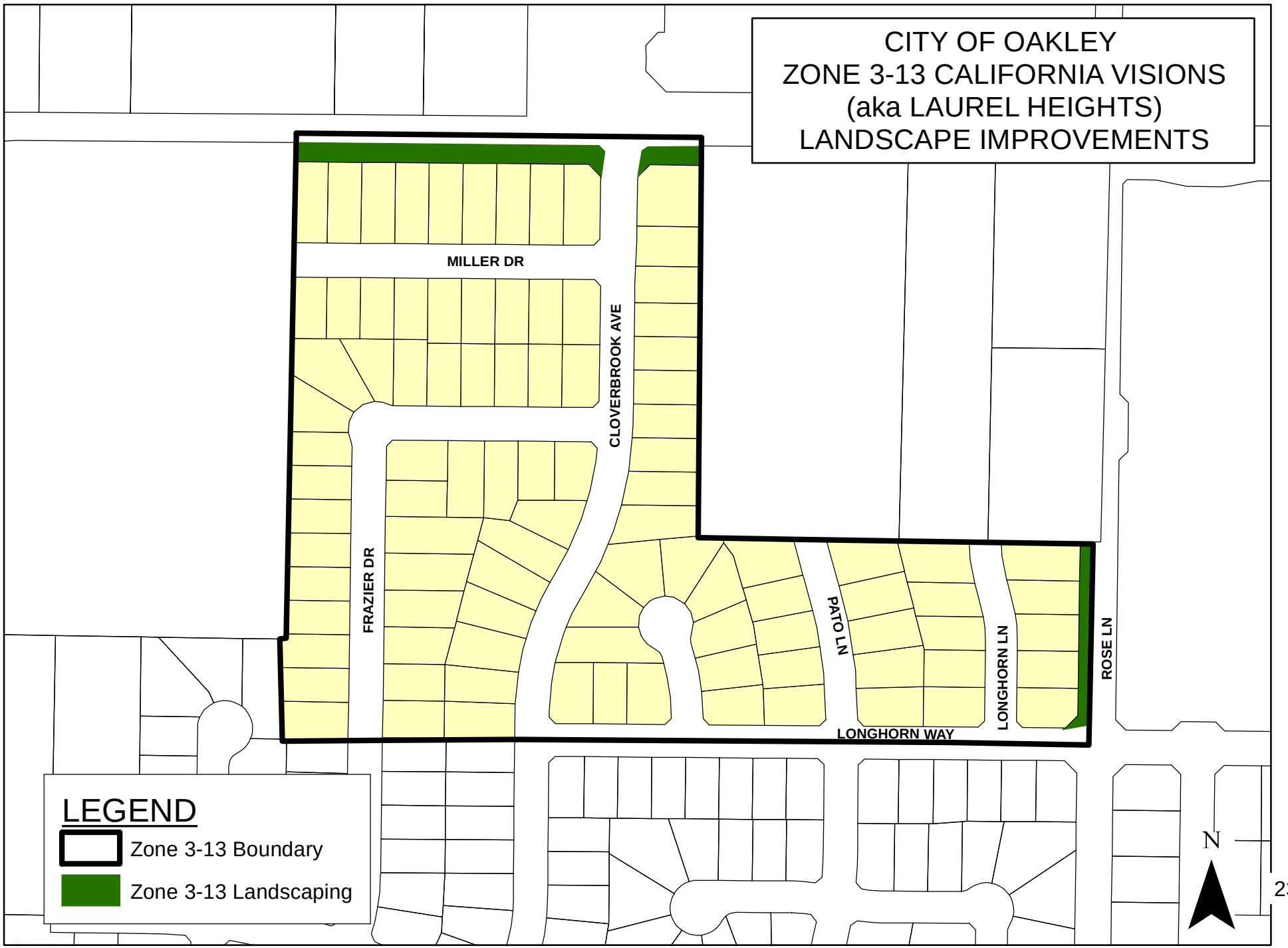


Prepared by Francisco & Associates, Inc.

CITY OF OAKLEY
ZONE 3-13 CALIFORNIA VISIONS
(aka LAUREL HEIGHTS)
LANDSCAPE IMPROVEMENTS



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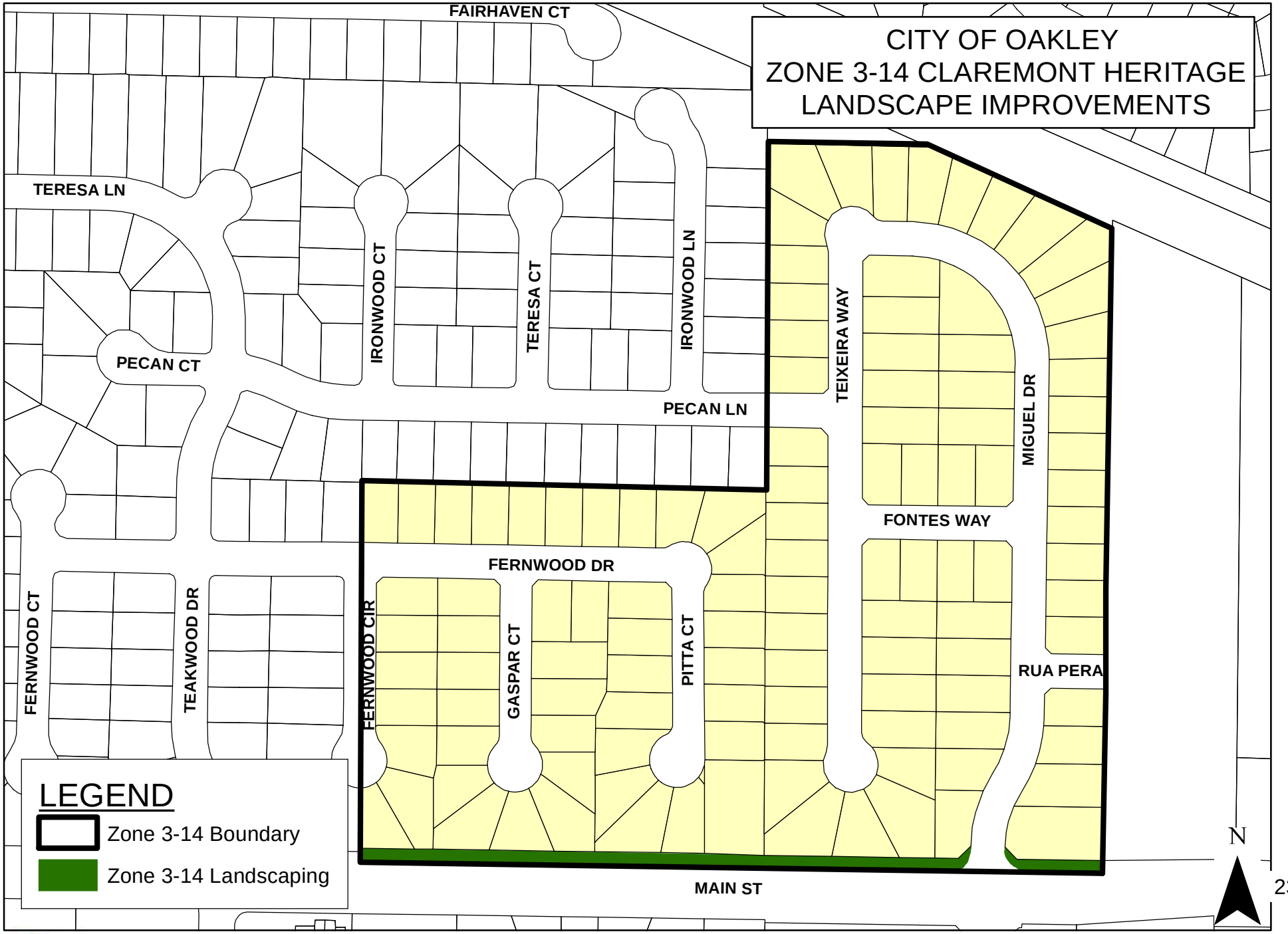

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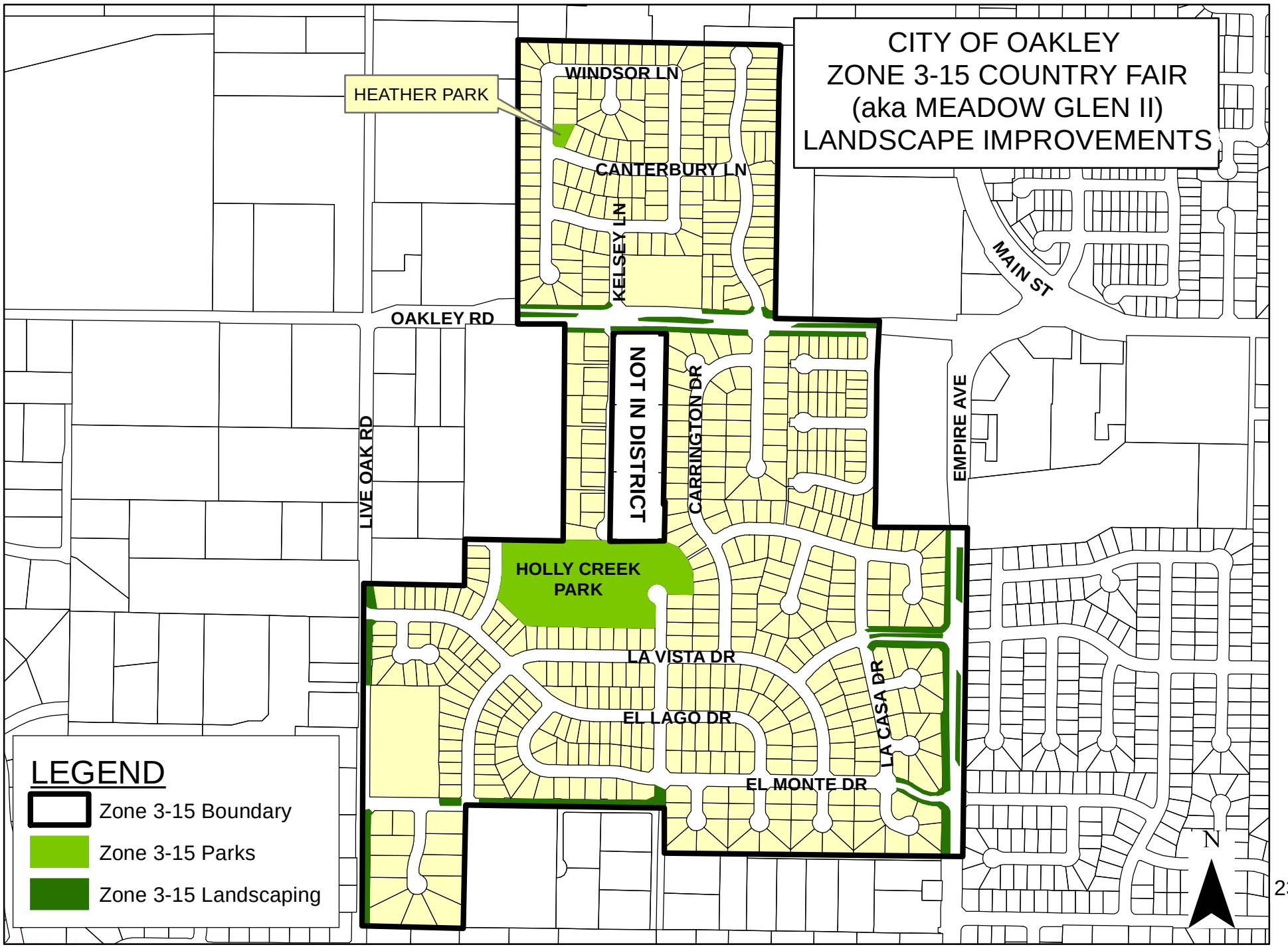

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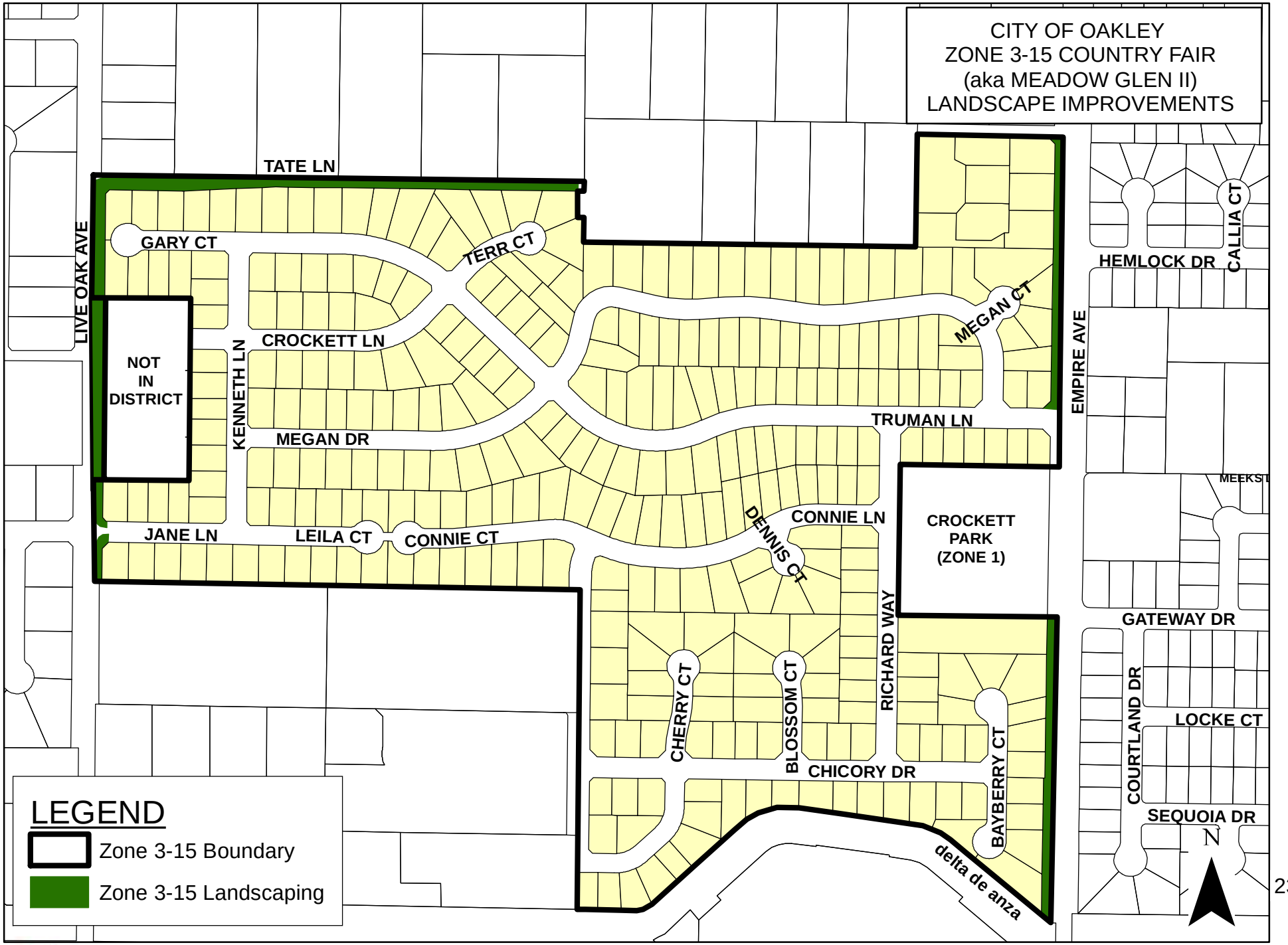

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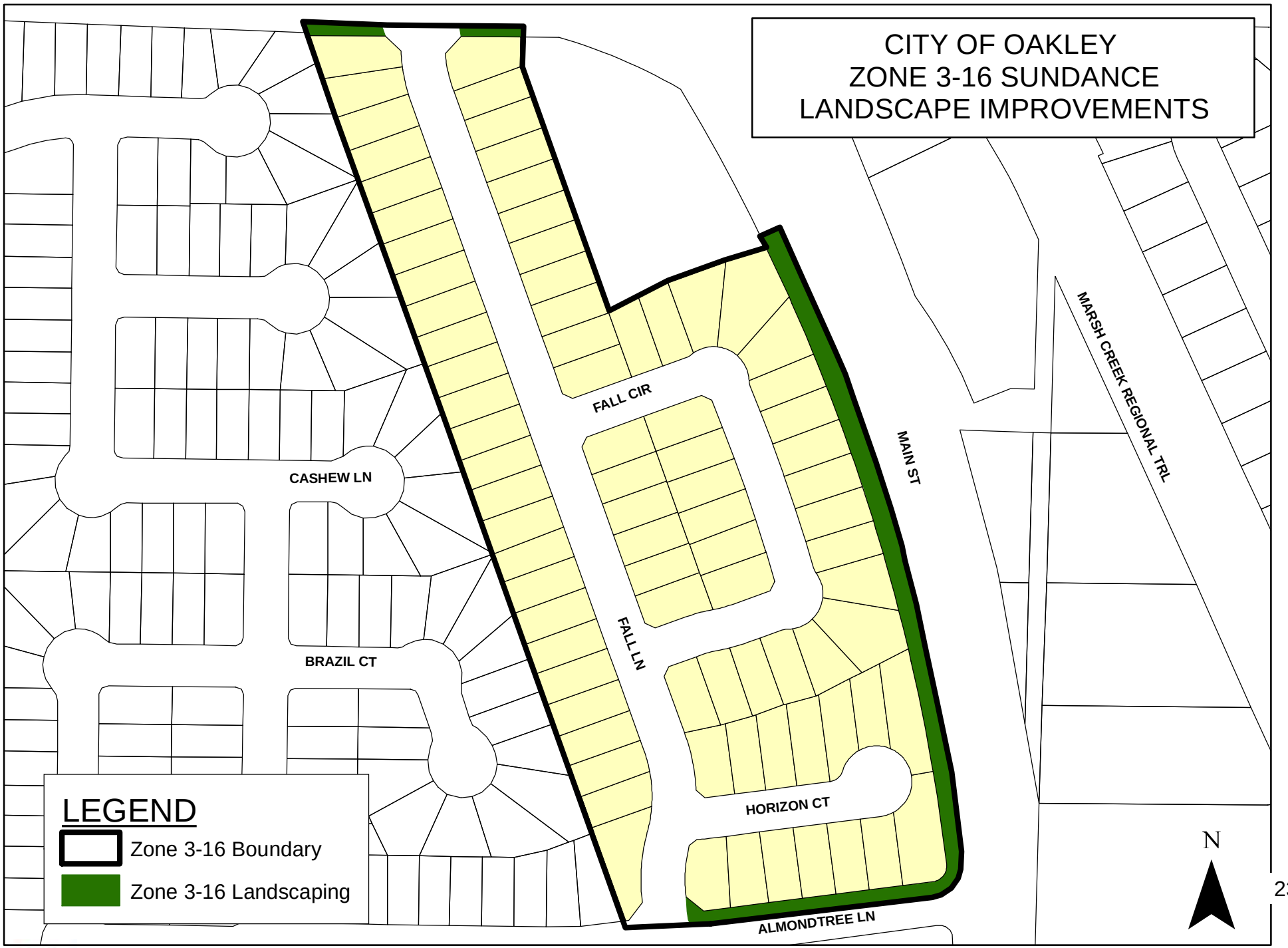

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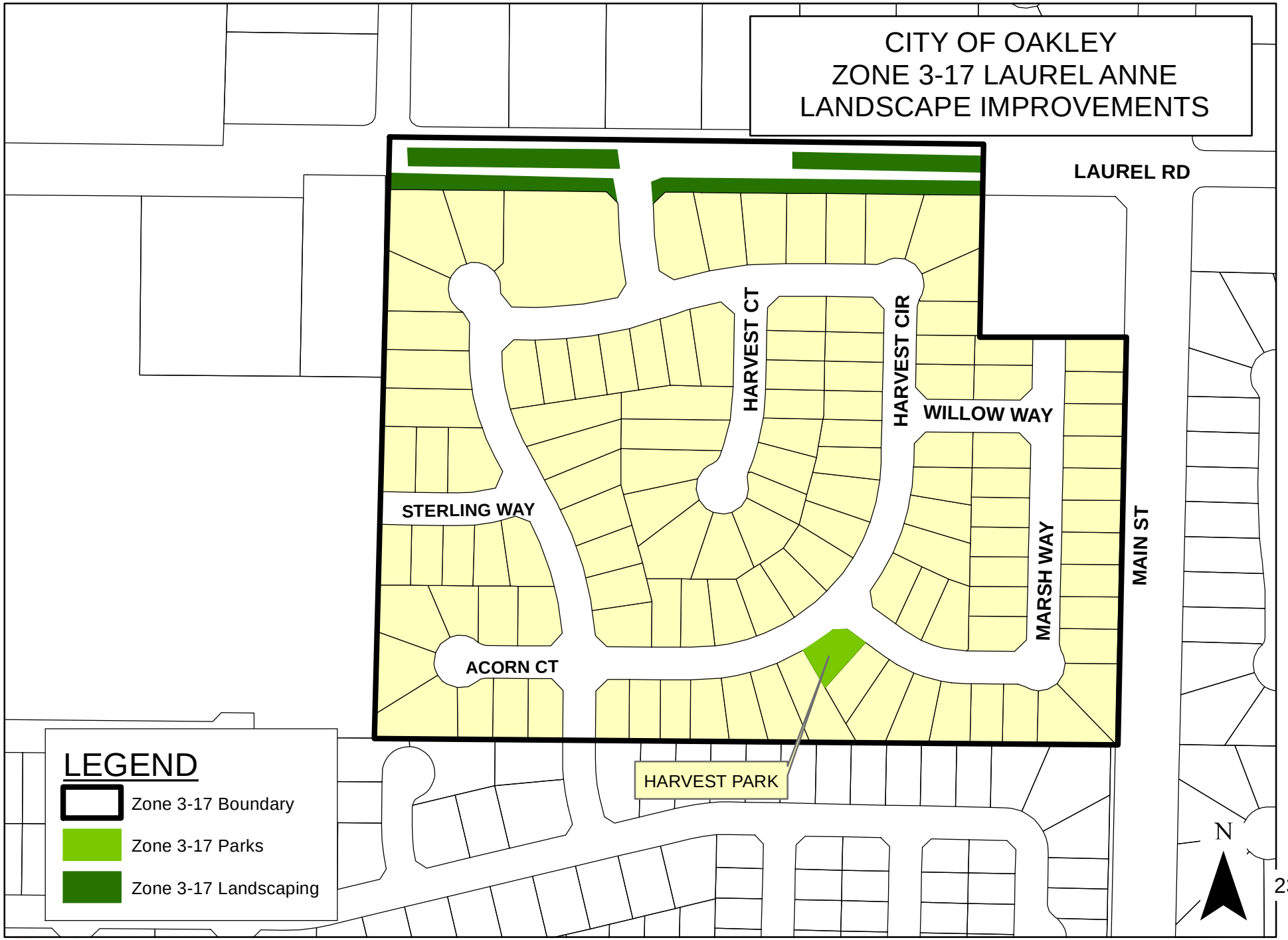

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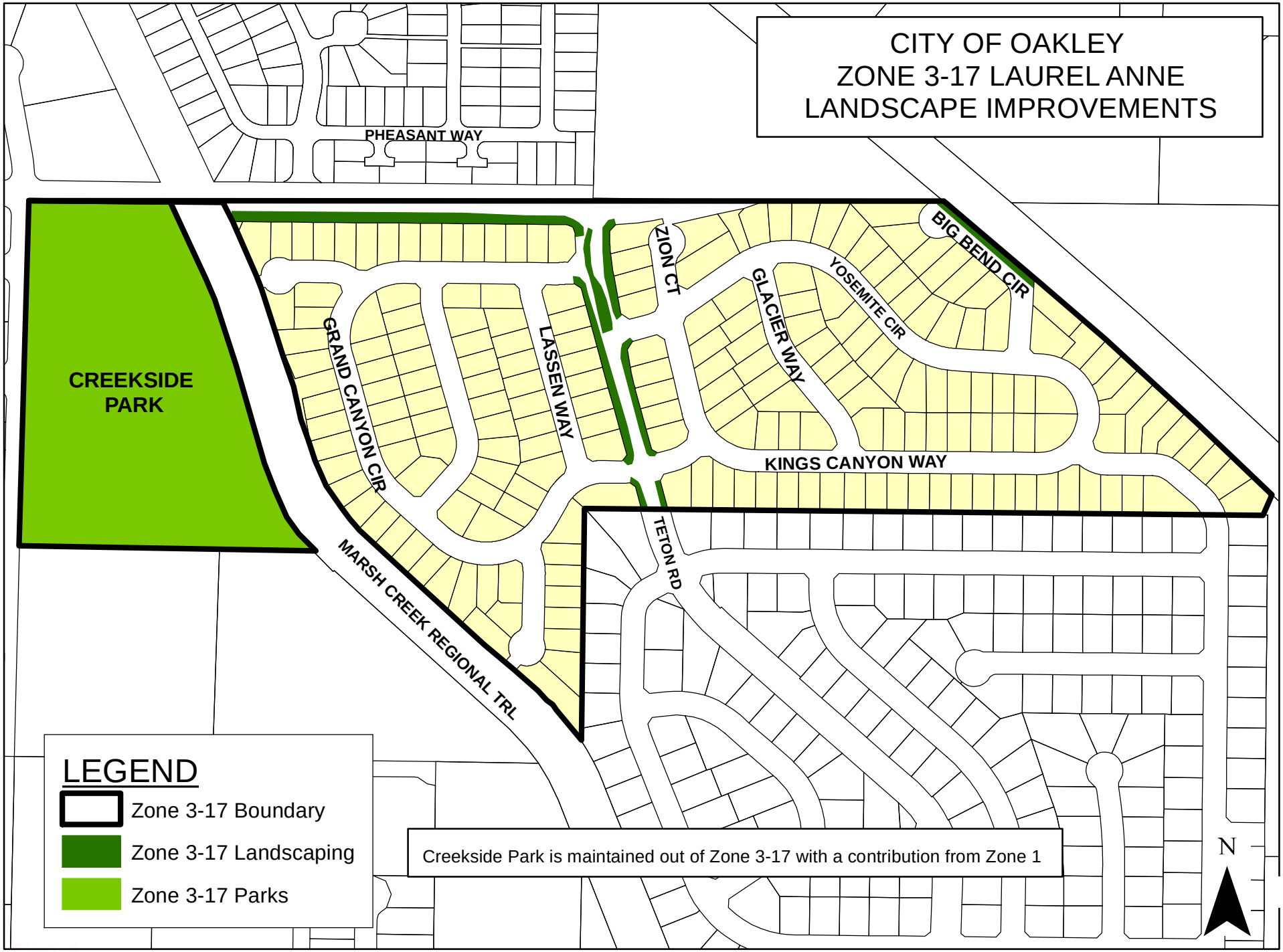

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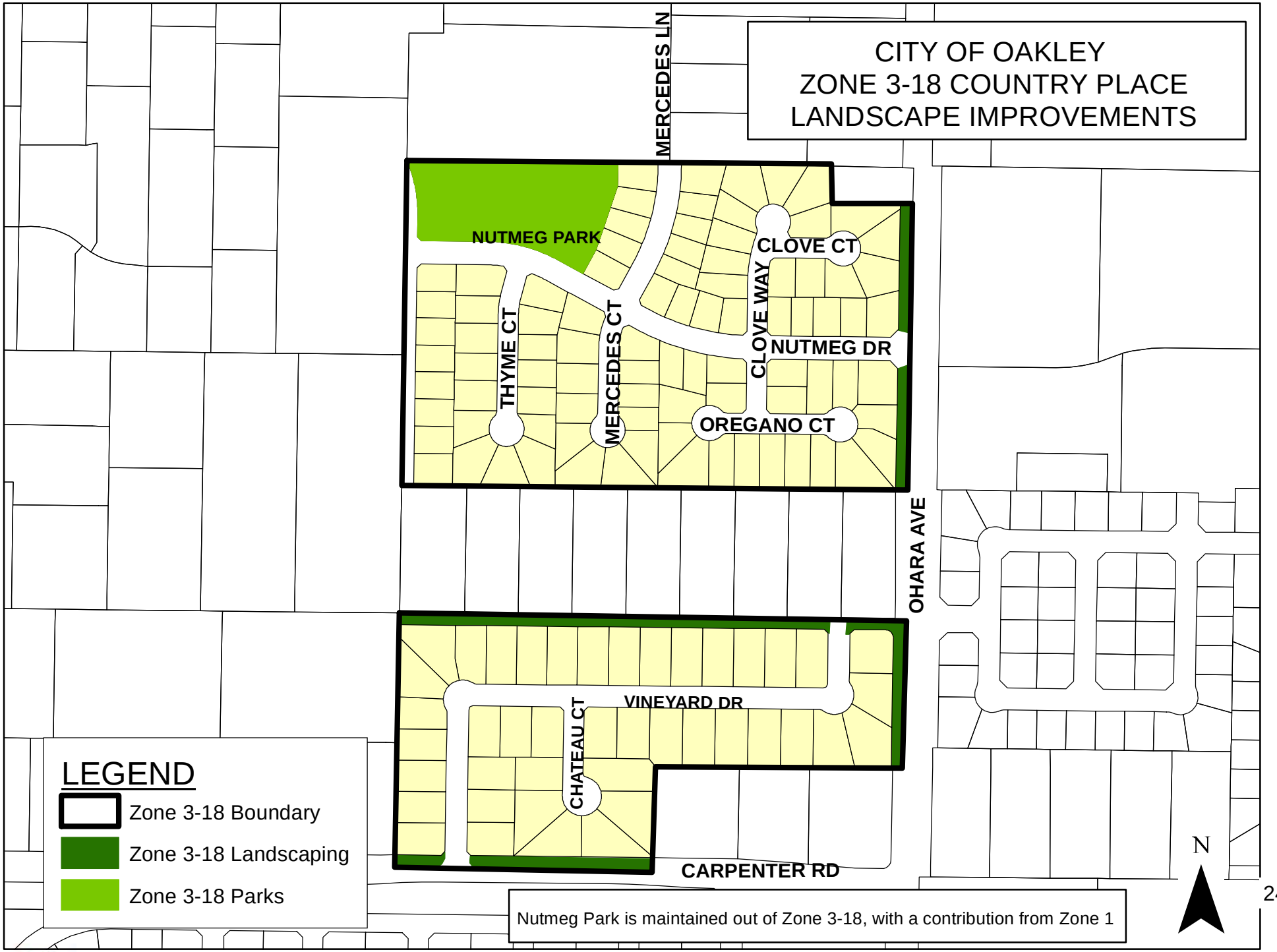
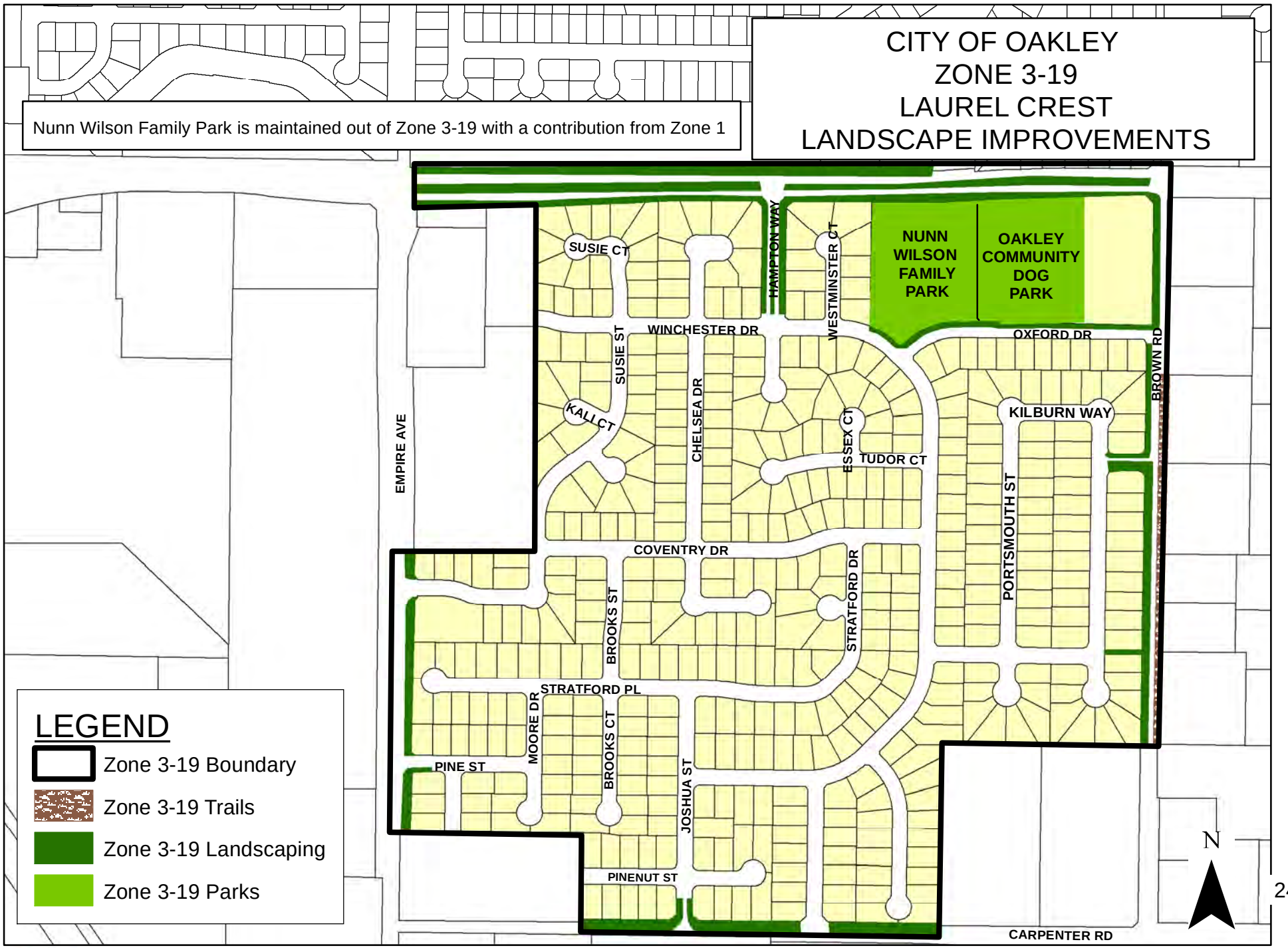


Prepared by Francisco & Associates, Inc.

CITY OF OAKLEY
ZONE 3-19
LAUREL CREST
LANDSCAPE IMPROVEMENTS

Nunn Wilson Family Park is maintained out of Zone 3-19 with a contribution from Zone 1



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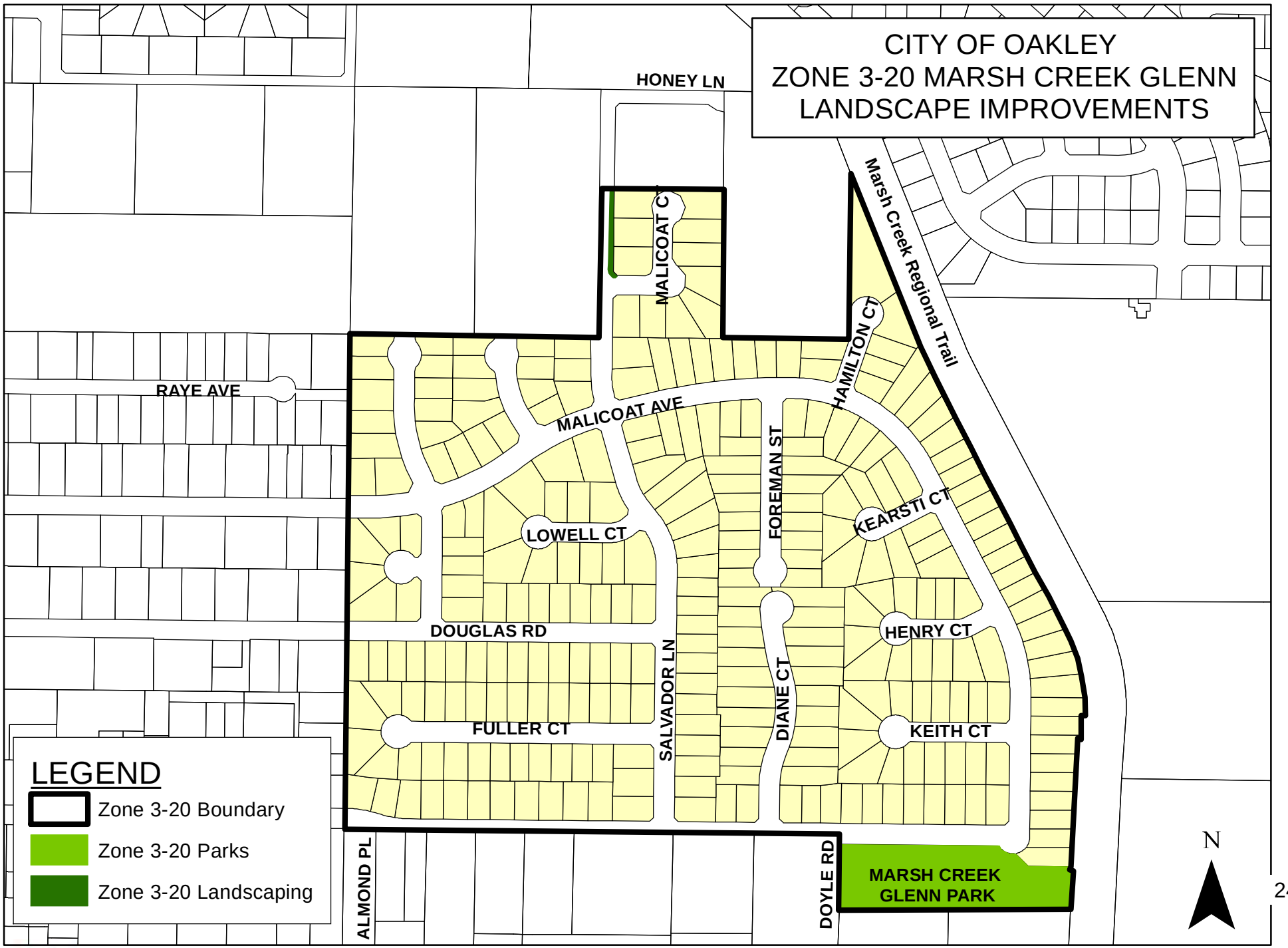

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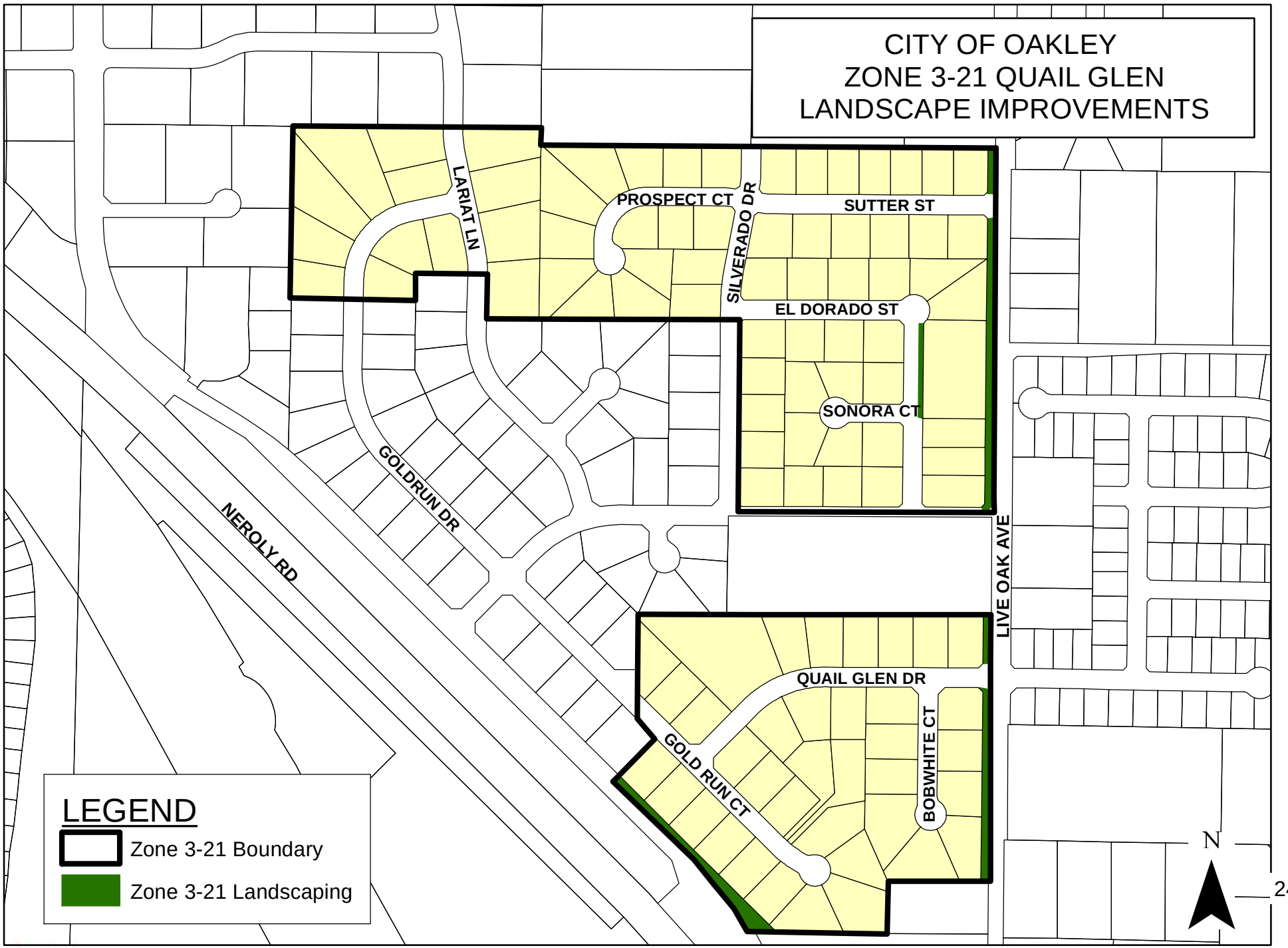

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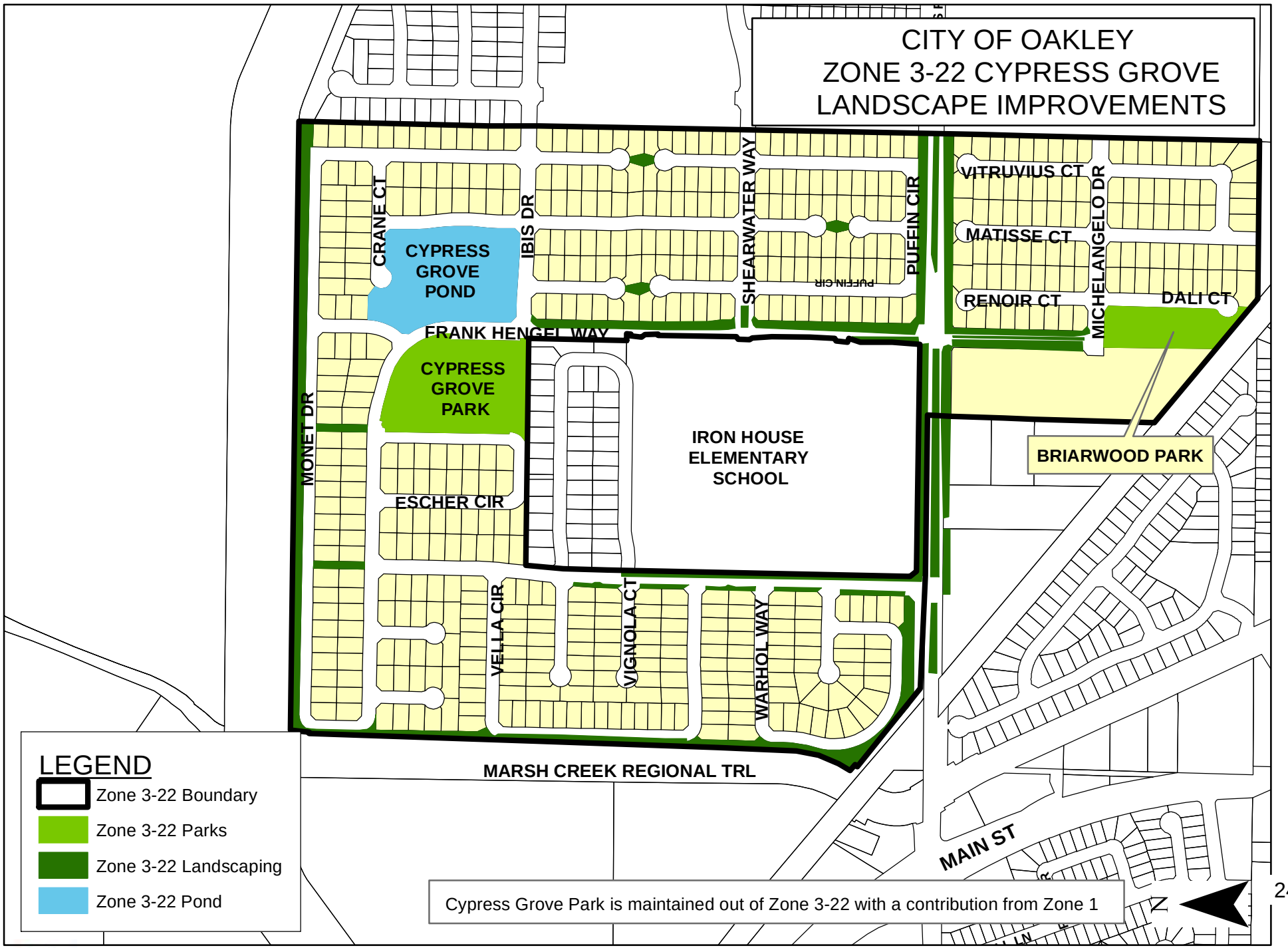
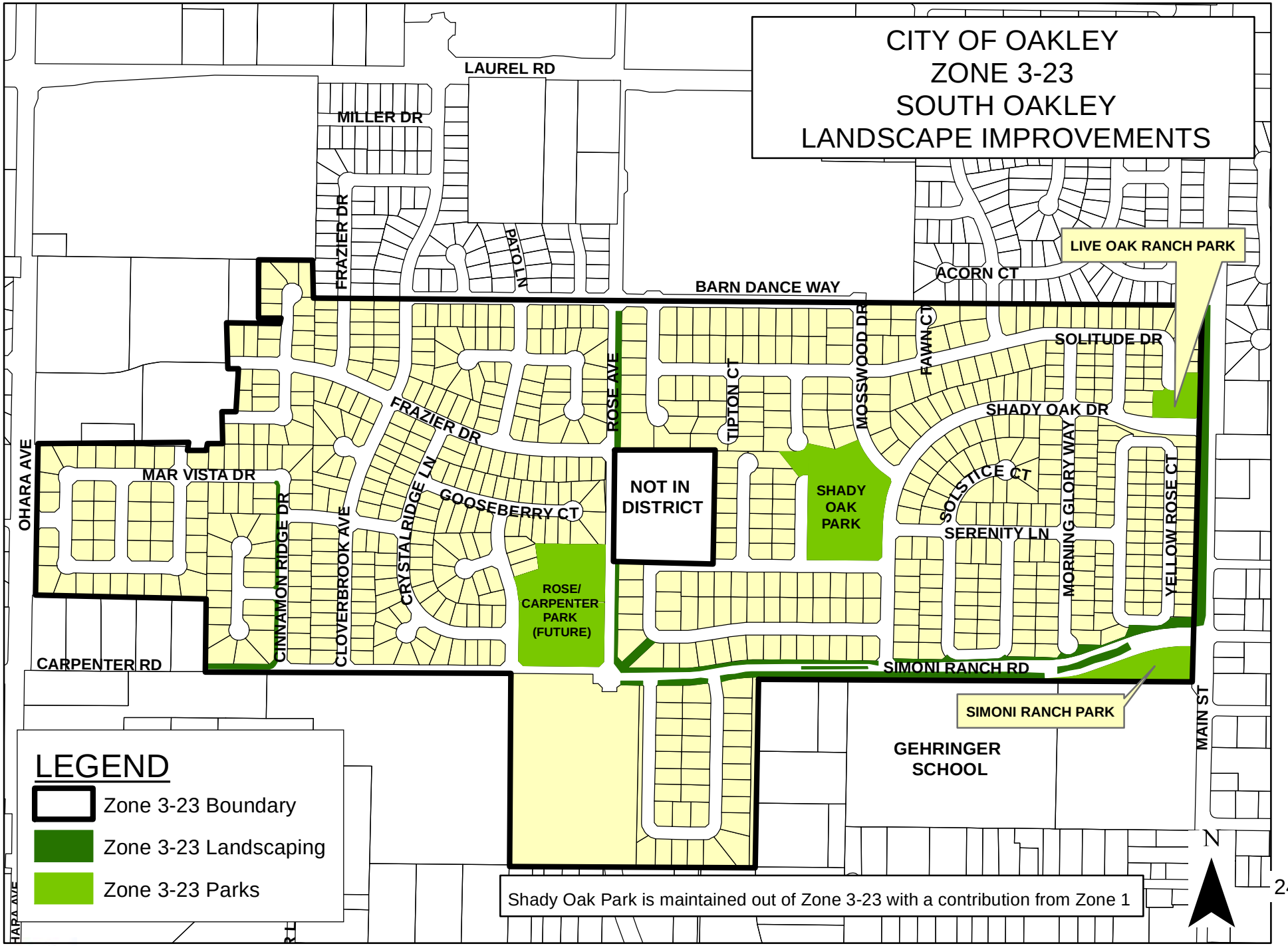
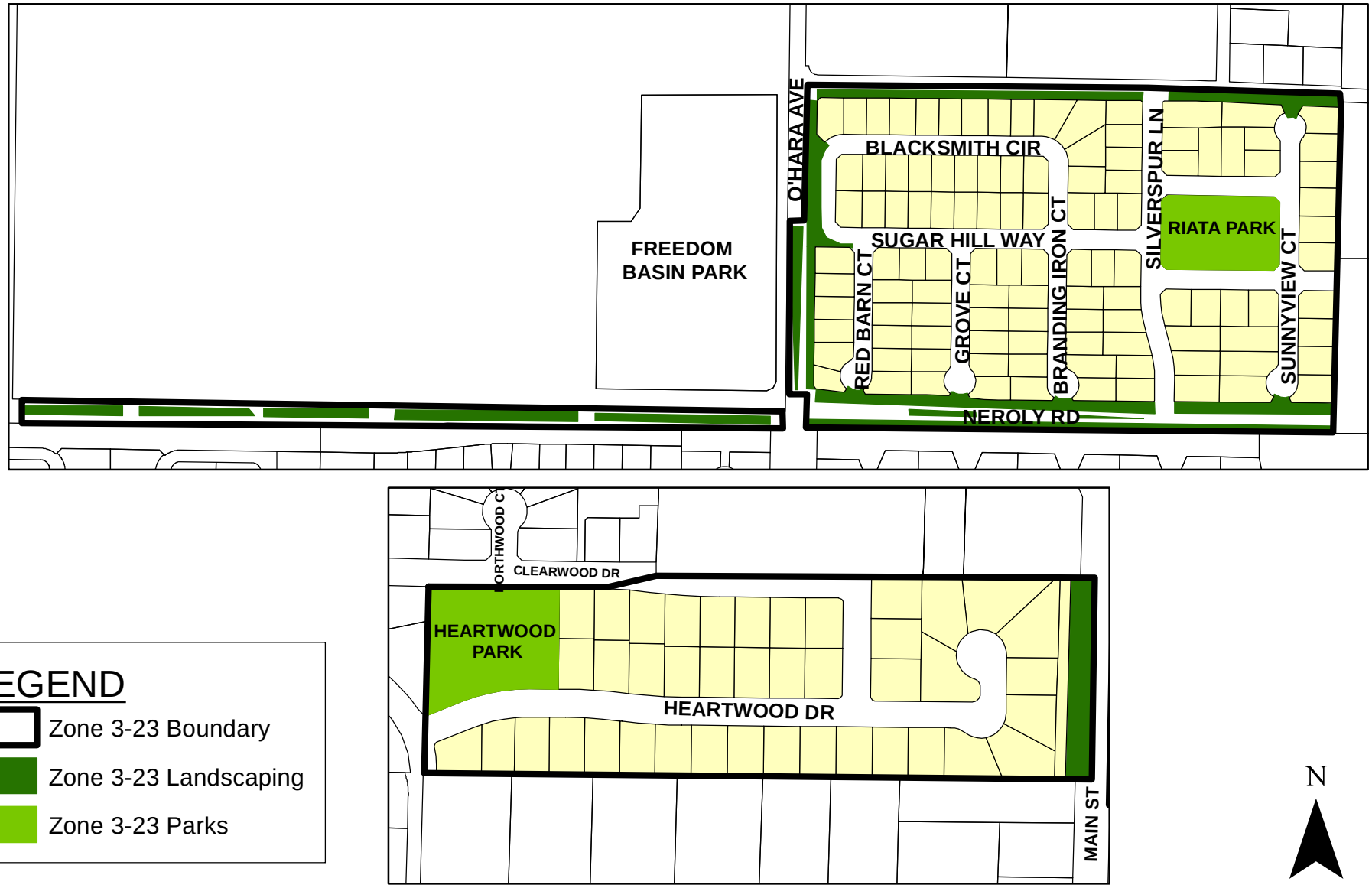

CITY OF OAKLEY
ZONE 3-22 CYPRESS GROVE
LANDSCAPE IMPROVEMENTS
CRANE CT
IBIS DR
SHEARWATER WAY
PUFFIN CIR
VITRUVIUS CT
MATISSE CT
RENOIR CT
MICHELANGELO DR
DALI CT
CYPRESS GROVE POND
FRANK HENGEL WAY
CYPRESS GROVE PARK
MONET DR
ESCHER CIR
IRON HOUSE ELEMENTARY SCHOOL
BRIARWOOD PARK
VELLA CIR
VIGNOLA CT
WARHOL WAY
MARSH CREEK REGIONAL TRL
MAIN ST
LEGEND
Zone 3-22 Boundary
Zone 3-22 Parks
Zone 3-22 Landscaping
Zone 3-22 Pond
Cypress Grove Park is maintained out of Zone 3-22 with a contribution from Zone 1
N
244
390 195 0 390 780
Feet
Prepared by Francisco & Associates, Inc.



Prepared by Francisco & Associates, Inc.

Freedom Basin Park is maintained out of Zone 1

CITY OF OAKLEY
ZONE 3-23
SOUTH OAKLEY
LANDSCAPE IMPROVEMENTS



LEGEND

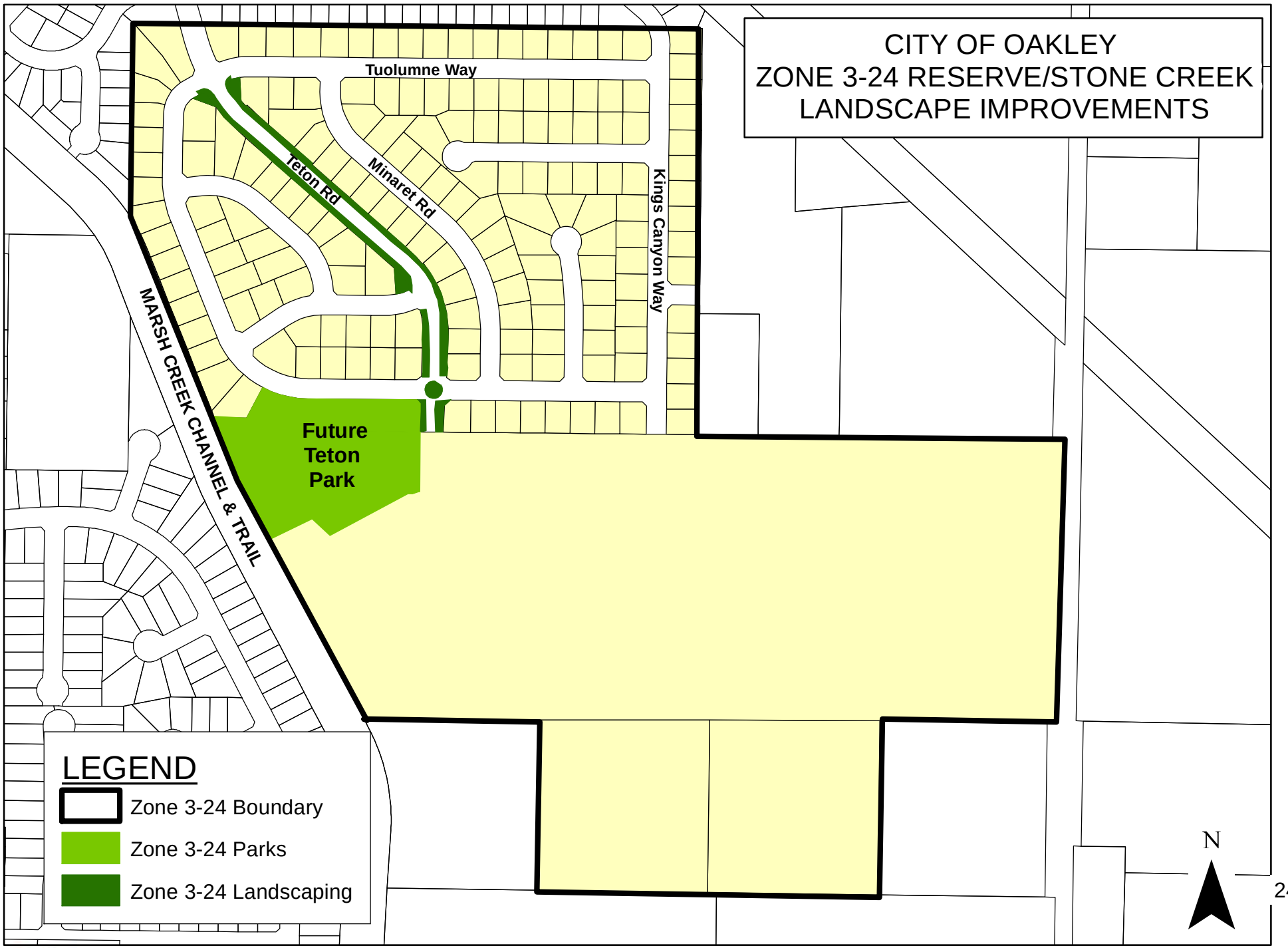
- Zone 3-23 Boundary
- Zone 3-23 Landscaping
- Zone 3-23 Parks

N

246

310 155 0 310 620 Feet

Prepared by Francisco & Associates, Inc.



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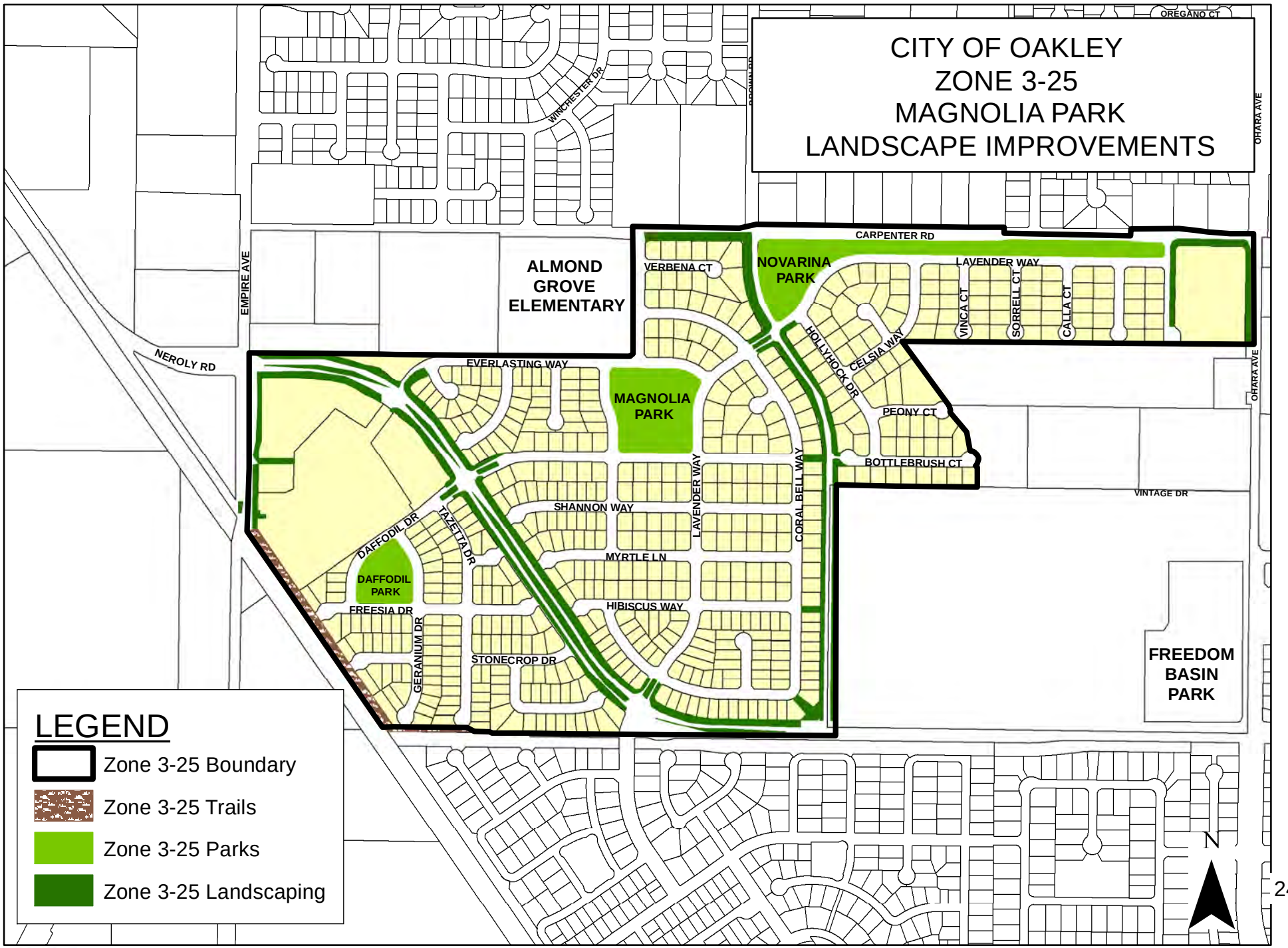

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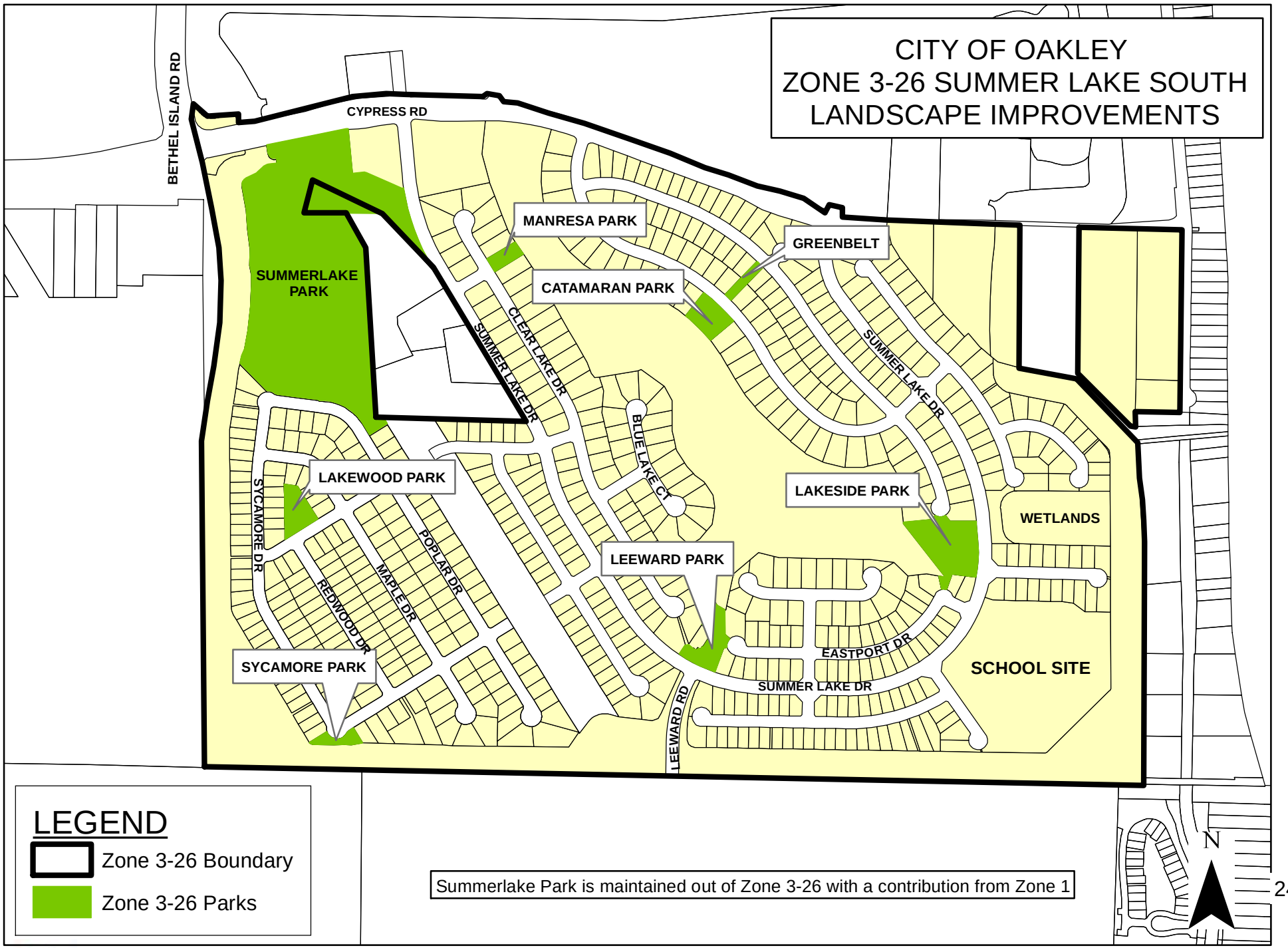

Prepared by Francisco & Associates, Inc.

APPENDIX B

DETAILED PROJECT COST BREAKDOWN

Maximum assessment rate is: $31.88/EDU For Zone 1
FY 2020-21 Assessments @ $31.88/EDU
9,129.47 EDUs
Maximum assessment rate is: $319.38/EDU For Zone 1-A
FY 2020-21 Assessments @ $319.38/EDU
2,593.16 EDUs
Maximum assessment rate is: $1,200.11/EDU For Zone 1-B
FY 2020-21 Assessments @ $319.38/EDU
636.37 EDUs
Levy Code MV

COST ESTIMATE/ANNUAL BUDGET FOR Zone 1 Community Parks, Landscaping & Recreation Facilities		
	Estimated FY 2019-20	Proposed FY 2020-21
ESTIMATED BEGINNING FUND BALANCE	$2,230,190	$2,285,527
ESTIMATED REVENUES		
Annual Assessments	$1,293,365	$1,322,496
Interest Income	$39,500	$19,750
CFD Community Parks & Facilities	$106,985	$150,000
TOTAL REVENUE AVAILABLE:	$3,670,040	$3,777,773
ESTIMATED EXPENDITURES		
Operating Expenses:		
Contribution to Vintage, O'Hara, Oakley, & Gehringer School Parks	($175,000)	($160,000)
Main Street Park and Streetscape	($75,816)	($150,000)
Empire Avenue Landscaping (segments)	($50,431)	($45,131)
Crockett Park	($48,984)	($44,269)
Special Projects	($65,728)	($71,929)
Laurel Ball Fields Park	($110,081)	($117,667)
Freedom Basin Park	($74,887)	($89,887)
Laurel Road Landscaping (segments)	($114,511)	($195,094)
Civic Center and Dewey Parks	($80,000)	($79,808)
Moura Property	($58,484)	($46,540)
Citywide Tree Maintenance	($125,000)	($125,000)
Cypress/Marsh Creek Trailhead	($7,272)	($9,812)
Neroly Road Landscaping (segments)	($9,044)	($8,445)
O'Hara Avenue Landscaping (segments)	($35,937)	($32,687)
Hwy 160 Off Ramp/Main Street at Neroly Rd	($34,994)	($28,000)
Contribution to Zone 3-1 for Legless Lizard Preserve	($5,000)	($5,000)
Contribution to Zone 3-17 for Creekside Park*	($30,000)	($30,000)
Contribution to Zone 3-18 for Nutmeg Park*	($20,000)	($20,000)
Contribution to Zone 3-19 for Nunn-Wilson Park*	($40,000)	($70,000)
Contribution to Zone 3-22 for Cypress Grove Park*	($10,000)	($10,000)
Contribution to Zone 3-23 for Shady Oak Park*	($10,000)	($10,000)
Contribution to Zone 3-24 for Teton Road Park(future)*	$0	$0
Contribution to Zone 3-25 for Magnolia Park*	($10,000)	($10,000)
Contribution to Zone 3-26 for Summer Lake Park*	($25,000)	($25,000)
Contribution to Capital Project for Crockett Park Reno & Rehab	$0	$0
Incidental Expenses:		
Administration	($146,000)	($100,110)
Assessment Engineering	($6,833)	($9,333)
Consulting Services	($1,750)	($1,750)
Property Taxes	($4,500)	($660)
County Collection Fees	($9,261)	($9,261)
TOTAL EXPENDITURES:	($1,384,513)	($1,505,383)
RESERVES		
Retention for Operating Reserves (50% allowable)	$692,256	$752,691.45
Available for Capital Reserves	$1,593,271	$1,519,698
BALANCE FORWARD TO ENSUING YEAR	$2,285,527	$2,272,390

***Per Policy, Creekside Park, Nutmeg Park, Nunn-Wilson Park, Cypress Grove Park, Shady Oak Park, Rose/Carpenter Park, Stonecreek Park, Teton Road Park, Magnolia Park, and Summer Lake Park are located in Zone 3 but will have a contribution from Zone 1 to offset the entire expenses.**

CPI Information:	Date	Actual CPI	Increase	Zone 1-A Maximum Rate	Zone 1-B Maximum Rate
	April-04	198.30		$211.33	
	June-05	201.20			$805.71
	February-15	254.91	2.53%	$271.66	$1,020.79
	February-16	262.60	3.02%	$279.86	$1,051.59
	February-17	271.63	3.44%	$289.47	$1,087.73
	February-18	281.31	3.56%	$299.79	$1,126.50
	February-19	291.23	3.53%	$310.36	$1,166.22
	February-20	299.69	2.91%	$319.38	$1,200.11

Zone 1-A (Subdivision)	Total No. of Units or Acreage	EDU Rate	FY19-20 No. of EDUs	FY20-21 No. of EDUs	FY20-21 Revenue
(Annexed July 12, 2004, FY04-05) 7426	21	1.00	21.00	21.00	$6,707
(Annexed July 12, 2004, FY04-05) 7590	60	1.00	60.00	60.00	$19,163
(Annexed July 12, 2004, FY04-05) 7655	28	1.00	28.00	28.00	$8,943
(Annexed February 13, 2006, FY06-07) 7662 & 8760 VSFR	215	0.50	107.50	107.50	$34,333
8760 MFR	96	0.50	48.00	48.00	$15,330
(Annexed February 13, 2006, FY06-07) 7681	40	1.00	40.00	40.00	$12,775
(Annexed July 12, 2004, FY04-05) 7760	67	1.00	67.00	67.00	$21,398
(Annexed July 9, 2007, FY07-08) 8530	110	1.00	110.00	110.00	$35,132
(Annexed February 13, 2006, FY06-07) 8541	354	1.00	354.00	354.00	$113,061
(Annexed January 12, 2004, FY04-05) 8655	34	1.00	34.00	34.00	$10,859
(Annexed November 14, 2005, FY06-07) 8678	100	1.00	100.00	100.00	$31,938
(Annexed November 14, 2005, FY06-07) 8679	201	1.00	201.00	201.00	$64,195
(Annexed November 14, 2005, FY06-07) 8680	240	1.00	240.00	240.00	$76,651
(Annexed July 12, 2004, FY04-05) 8725	48	1.00	48.00	48.00	$15,330
(Annexed June 14, 2004, FY04-05) 8727	27	1.00	27.00	27.00	$8,623
(Annexed November 13, 2006, FY06-07) 8731	388	1.00	388.00	388.00	$123,919
School 8731	10.00 Acres	3.00	3.00	3.00	$958
School 8731	1.16 Acres	1.00	1.16	1.16	$371
Recreational 8731	9.92 Acres	3.00	3.00	3.00	$958
Commercial 8731	0.86 Acres	1.00	1.00	1.00	$319
Vacant Commercial 8731	0.17 Acres	0.50	0.50	0.50	$160
8731 REM	0.81 Acres	1.00	1.00	1.00	$319
(Annexed July 9, 2007, FY07-08) 8734 Vacant	26	0.50	13.00	13.00	$4,152
(Annexed July 9, 2007, FY07-08) 8736 Vacant	42	0.50	21.00	21.00	$6,707
(Annexed June 12, 2006, FY06-07) 8737	58	1.00	58.00	58.00	$18,524
(Annexed November 8, 2004, FY05-06) 8765	25	1.00	25.00	25.00	$7,985
(Annexed July 9, 2007, FY07-08) 8823	6	1.00	6.00	6.00	$1,916
(Annexed July 9, 2007, FY07-08) 8843	8	1.00	8.00	8.00	$2,555
Vacant Single Family 8843	5	0.50	2.50	2.50	$798
(Annexed July 9, 2007, FY07-08) 8916	41	1.00	41.00	41.00	$13,095
(Annexed June 12, 2006, FY06-07) 8973	9	0.50	4.50	4.50	$1,437
(Annexed July 9, 2007, FY07-08) 8981	17	1.00	0.00	17.00	$5,429
(Annexed July 9, 2007, FY07-08) 8985	1	1.00	1.00	1.00	$319
(Annexed June 12, 2006, FY06-07) SFR 8994	109	1.00	109.00	109.00	$34,812
(Annexed June 12, 2006, FY06-07) VSFR 8994	0	0.50	0.00	0.00	$0
(Annexed Aug 9, 2011, FY11-12) 9183 SFR	10	1.00	10.00	10.00	$3,194
(Annexed Aug 9, 2011, FY11-12) 9183 AG	1	1.50	1.50	1.50	$479
(Annexed Aug 9, 2011, FY11-12) 9199	43	1.00	43.00	43.00	$13,733
(Annexed Aug 9, 2011, FY11-12) 9274	117	1.00	117.00	117.00	$37,367
(Anx Aug 9, 2011, FY11-12) Laurel Plz Shop COM	1	1.00	1.00	1.00	$319
Laurel Plz Shop VACANT COM	4.80 Acres		2.50	2.50	$799
(Anx Aug 9, 2011, FY11-12) Immanuel Bap Church	5.19 Acres		4.00	4.00	$1,278
(Anx Aug 9, 2011, FY11-12) Immanuel Bap Church SFR	1	1.00	1.00	1.00	$319
(Anx Aug 9, 2011, FY11-12) Corp for Bet Housing	404	0.50	104.00	104.00	$33,216
(Anx Aug 9, 2011, FY11-12) Corp for Bet Housing	54	0.50	27.00	27.00	$8,623
(Anx Aug 9, 2011, FY11-12) Corp for Bet Housing	54	0.50	27.00	27.00	$8,623
(Anx Aug 9, 2011, FY11-12) Corp for Bet Housing	44	0.50	22.00	22.00	$7,026
(Anx Aug 9, 2011, FY11-12) Corp for Bet Housing	44	0.50	22.00	22.00	$7,026
(Annexed August 9, 2011, FY11-12) MS09-976	0.99 Acres	1.00	1.00	1.00	$319
(Anx July 14, 2015, FY15-16)Single Family Sede	1	1.00	1.00	1.00	$319
(Anx July 14, 2015, FY15-16) 9104	20	1.00	20.00	20.00	$6,388
	3,203.68		**2,576.16**	**2,593.16**	
	Total Revenue from Zone 1-A included in above Total Assessment				**$828,204**

Zone 1-B (Subdivision)	Total No. of Units or Acreage	EDU Rate	FY19-20 No. of EDUs	FY20-21 No. of EDUs	FY20-21 Revenue
(Annexed April 25, 2006, FY05-06)					
7562 - Single Family	138	1.00	140.00	138.00	$44,074
8900 - Single Family	198	1.00	198.00	198.00	$63,237
8955 - Vacant Single Family	1	0.50	1.50	0.50	$160
8955 - Single Family	291	1.00	291.00	291.00	$92,940
North - AG	1	1.00	3.00	1.00	$319
Fire Sta - PUBLIC	1.00 Acres	1.00	1.00	1.00	$319
School - INST	3.00 Acres	1.00	3.00	3.00	$958
Canoe Club - INST	2.54 Acres	1.00	2.54	2.54	$811
HOA Daycare - INST	1.33 Acres	1.00	1.33	1.33	$425
	1,010.87		**641.37**	**636.37**	
	Total Revenue from Zone 1-B included in above Total Assessment				**$203,244**

ASSET LIFECYCLE REPLACEMENT PROGRAM FOR
Zone 1 Assets
Community Parks, Landscaping & Recreation Facilities

PARK / SITE	ITEM	QUANTITY	REPLACEMENT COST PER UNIT	TOTAL REPLACEMENT COST	LIFE EXPECTENCY (Years)
Zone 1 Assets					
Streetscape (Landscape ROW and/or Medians) - includes hardscape, pumps, controllers, backflows, irrigation matrix, plants/trees, trash receptacles, etc.					
	Streetscape	0.00 acres	$ 300,000	$ -	20 Years
	Street Tree Pruning	0 Trees	$ 75	$ -	
			Subtotal	**$ -**	
Vintage, O'Hara, Oakley & Gehringer School Parks					
	Ballards - pathway	100	$ 500	$ 50,000	10 Years
	B-B-Q	5	$ 600	$ 3,000	10 Years
	Benches	12	$ 1,200	$ 14,400	10 Years
	Drinking Fountain	4	$ 3,000	$ 12,000	8 Years
	Play Equipment 2-5	3	$ 25,000	$ 75,000	8 Years
	Play Equipment 5-12	4	$ 70,000	$ 280,000	8 Years
	Shade Structure (cooltoppers)	4	$ 50,000	$ 200,000	8 Years
	Tables	10	$ 1,200	$ 12,000	10 Years
	Trash Receptacles	12	$ 1,200	$ 14,400	8 Years
			Subtotal	**$ 660,800**	
Main Street Landscaping					
	Streetscape	0.00 acres	$ 100,000	$ -	20 Years
	Street Tree Pruning	0 Trees	$ 75	$ -	7 Years
			Subtotal	**$ -**	
Empire Avenue Landscaping					
	Streetscape	0.00 acres	$ 100,000	$ -	20 Years
	Street Tree Pruning	0 Trees	$ 75	$ -	7 Years
			Subtotal	**$ -**	
Crockett Park					
(opened 1994)	Ballards - pathway	17	$ 500	$ 8,500	10 Years
	Banners	4	$ 335	$ 1,340	8 Years
	Well Pumps/Electric for Irrigation	1	$ 75,000	$ 75,000	8 Years
	Well Redrilling for irrigation water	1	$ 100,000	$ 100,000	50 Years
	B-B-Q	1	$ 600	$ 600	10 Years
	Benches	5	$ 1,200	$ 6,000	10 Years
	Drinking Fountain	2	$ 3,000	$ 6,000	8 Years
	Light poles	4	$ 3,000	$ 12,000	8 Years
	Play Equipment 5-12	1	$ 70,000	$ 70,000	8 Years
	Tables	5	$ 1,200	$ 6,000	10 Years
	Trash Receptacles	6	$ 1,200	$ 7,200	8 Years
			Subtotal	**$ 292,640**	
Main Street Park					
(opened 1998)	Benches	2	$ 1,200	$ 2,400	10 Years
	Trash Receptacles	3	$ 1,200	$ 3,600	8 Years
			Subtotal	**$ 6,000**	
Laurel Ball Fields Park					
(opened 2001)	Ballards - pathway	6	$ 500	$ 3,000	10 Years
	Banner on light poles	6	$ 335	$ 2,010	8 Years
	Well Pumps/Electric for Irrigation	1	$ 75,000	$ 75,000	8 Years
	Well Redrilling for irrigation water	1	$ 100,000	$ 100,000	50 Years
	Benches in dugouts	12	$ 1,200	$ 14,400	10 Years
	Drinking Fountain	2	$ 3,000	$ 6,000	8 Years
	Light poles	6	$ 3,000	$ 18,000	8 Years
	Play Equipment 5-12	1	$ 70,000	$ 70,000	8 Years
	Restroom	1	$ 100,000	$ 100,000	20 Years
	Shade Structure (cooltoppers)	5	$ 50,000	$ 250,000	8 Years
	Tables	8	$ 1,200	$ 9,600	10 Years
	Trash Receptacles	16	$ 1,200	$ 19,200	8 Years
			Subtotal	**$ 667,210**	
Freedom Basin Park					
(opened 2005)	Ballards - pathway	24	$ 500	$ 12,000	10 Years
	Banner Poles	2	$ 335	$ 670	8 Years
	Tables	5	$ 1,200	$ 6,000	10 Years
	Trash Receptacles	3	$ 1,200	$ 3,600	8 Years
			Subtotal	**$ 22,270**	
Laurel Road Landscaping					
	Streetscape	0.00 acres	$ 100,000	$ -	20 Years
	Street Tree Pruning	0 Trees	$ 75	$ -	7 Years
			Subtotal	**$ -**	
Civic Center Park					
(opened 2007)	Tables	5	$ 1,200	$ 6,000	10 Years
	Trash Receptacles	0	$ 1,200	$ -	8 Years
			Subtotal	**$ 6,000**	
Cypress/Marsh Creek Trailhead					
	Tables	0	$ 1,200	$ -	10 Years
	Trash Receptacles	0	$ 1,200	$ -	8 Years
			Subtotal	**$ -**	
Neroly Road Landscaping					
	Streetscape	0.00 acres	$ 100,000	$ -	20 Years
	Street Tree Pruning	0 Trees	$ 75	$ -	
			Subtotal	**$ -**	
O'Hara Avenue Landscaping					
	Streetscape	0.00 acres	$ 100,000	$ -	20 Years
	Street Tree Pruning	0 Trees	$ 75	$ -	
			Subtotal	**$ -**	
			Zone 1 Total	**$ 1,654,920**	

*Street Tree Pruning is for an estimated pruning schedule of once every 7 years. This line item is for the pruning of the trees only, not full replacement.

Maximum assessment is $14.94/EDU For Zone 2
FY 2020-21 Assessments @ $14.94/EDU
9,124.00 EDUs
Maximum assessment is $63.36/EDU For Zone 2-A
FY 2020-21 Assessments @ $63.36/EDU
1,674.00 EDUs
Levy Code NF

COST ESTIMATE/ANNUAL BUDGET FOR Zone 2 Street Lighting	Estimated FY 2019-20	Proposed FY 2020-21
ESTIMATED BEGINNING FUND BALANCE	**$83,493**	**$96,578**
ESTIMATED REVENUES		
Annual Assessments	$239,376	$242,377
Interest Income	$18,150	$9,075
CFD- Street Lighting	$21,118	$25,000
Other Sources (Zone 1 Contribution, Gas Tax, etc	$189,722	$189,722
TOTAL REVENUE AVAILABLE:	**$551,860**	**$562,752**
ESTIMATED EXPENDITURES		
Operating Expenses:		
Utilities/PG&E Charges	($370,000)	($395,000)
Maintenance/Pole Repair	($55,000)	($75,000)
Incidental Expenses:		
Administration	($20,000)	($26,500)
Assessment Engineering	($2,050)	($2,800)
Consulting Services	$0	$0
County Collection Fees	($8,232)	($8,232)
TOTAL EXPENDITURES:	**($455,282)**	**($507,532)**
RESERVES		
Retention for Operating Reserves (50% allowable	$96,578	$55,221
Available for Capital Reserve	$0	$0
BALANCE FORWARD TO ENSUING YEAR	**$96,578**	**$55,221**

CPI Information: Date	Actual CPI	Increase	Zone 2-A Rate
April-05	202.50		$42.81
February-14	248.62	2.45%	$52.56
February-15	254.91	2.53%	$53.89
February-16	262.60	3.02%	$55.52
February-17	271.63	3.44%	$57.42
February-18	281.31	3.56%	$59.47
February-19	291.23	3.53%	$61.57
February-20	299.69	2.91%	$63.36

Zone 2-A (Subdivision)	Total No. of Units	EDU Rate	FY19-20 No. of EDUs	FY20-21 No. of EDUs	FY20-21 Revenue
(Anx June ____, 2007, FY07-08) 7562, 8900, 8955	615	1.00	615.00	625.00	$39,600
Vacant Single Family 7562, 8900, 895	1	0.50	6.00	0.50	$32
(Anx June ____, 2007, FY07-08) 7562, 8900, 8955 REM	2 INST	5.00	0.00	0.00	$0
(Annexed July 9, 2007, FY07-08) 853	110	1.00	110.00	110.00	$6,970
(Annexed Nov 13, 2006, FY06-07) 8731	388	1.00	388.00	388.00	$24,584
8731	3 COM, 1 VCOM		15.50	15.50	$982
(Annexed July 9, 2007, FY07-08) 8734	0	1.00	0.00	0.00	$0
Vacant Single Family 873	26	0.50	13.00	13.00	$824
(Annexed July 9, 2007, FY07-08) 873	0	0.00	0.00	0.00	$0
Vacant Single Family 873	42	0.50	21.00	21.00	$1,331
(Annexed June 12, 2006, FY06-07) 8737	58	1.00	58.00	58.00	$3,675
(Annexed July 9, 2007, FY07-08) 882	6	1.00	6.00	6.00	$380
(Annexed July 9, 2007, FY07-08) 884	8	1.00	8.00	8.00	$507
Vacant Single Family 884	5	0.50	2.50	2.50	$158
8955	4	1.00	4.00	0.00	$0
(Annexed July 9, 2007, FY07-08) 891	41	1.00	41.00	41.00	$2,598
Vacant Single Family 891	0	0.50	0.00	0.00	$0
(Annexed June 12, 2006, FY06-07) 8973 VSFR	3	0.50	1.50	1.50	$95
(Annexed June 12, 2006, FY06-07) 8973 AC	2	0.50	1.00	1.00	$63
(Annexed July 9, 2007, FY07-08) 898	17	1.00	17.00	17.00	$1,077
(Annexed July 9, 2007, FY07-08) 898	0	1.00	1.00	1.00	$63
Vacant Single Family 898	0	0.50	0.00	0.00	$0
(Annexed June 12, 2006, FY06-07) 8994	109	1.00	92.00	109.00	$6,906
Vacant Single Family 899	0	0.50	8.50	0.00	$0
(Annexed Aug 9, 2011, FY11-12) 918	10	1.00	0.00	10.00	$634
9183 AG	0	0.50	0.50	0.50	$32
(Annexed Aug 9, 2011, FY11-12) 919	43	1.00	43.00	43.00	$2,724
(Annexed Aug 9, 2011, FY11-12) 9274	117	1.00	117.00	117.00	$7,413
(Anx Aug 9, 2011, FY11-12) Laurel Plz Shop CON	1	5.00	1.00	5.00	$317
(Anx Aug 9, 2011, FY11-12) Laurel Plz Shop VCON	6		1.50	1.50	$95
(Anx Aug 9, 2011, FY11-12) Immanuel Bap Church SFF	1	1.00	1.00	1.00	$63
(Anx Aug 9, 2011, FY11-12) Immanuel Bap Churcl	5		10.00	10.00	$634
(Anx Aug 9, 2011, FY11-12) Corp for Bet Housing	36		36.00	36.00	$2,281
(Annexed August 9, 2011, FY11-12) MS09-976	1		1.00	1.00	$63
Canoe Club - INST	1 INST	5.00	5.00	5.00	$317
HOA Daycare - INST	1 INST	5.00	5.00	5.00	$317
(Anx July 14, 2015, FY15-16) Single Family Sede	1	1.00	1.00	1.00	$63
(Anx July 14, 2015, FY15-16) 9104	20	1.00	20.00	20.00	$1,267
#REF!	**1,676**		**1,651.00**	**1,674.00**	
			Total Revenue from Zone 2-A included in above Total Assessment		**$106,065**

ASSET LIFECYCLE REPLACEMENT PROGRAM FOR Zone 2 Street Lighting					
PARK / SITE	ITEM	QUANTITY	REPLACEMENT COST PER UNIT	TOTAL REPLACEMENT COST	LIFE EXPECTENCY (Years)
Zone 2 Assets					
Street Lights	Street Lights	304 lights	$ 3,500	$ 1,064,000	40 Years
			Zone 2 Total	**$ 1,064,000**	

Maximum assessment is: $57.86/EDU
FY 2020-21 Assessments @ $57.86/EDU
1,274.00 EDUs
Levy Code MP

COST ESTIMATE/ANNUAL BUDGET FOR Zone 3-1 Vintage Parkway	Estimated FY 2019-20	Proposed FY 2020-21
ESTIMATED BEGINNING FUND BALANCE	**$179,410**	**$171,665**
ESTIMATED REVENUES		
Annual Assessments	$73,714	$73,714
Interest Income	$5,000	$2,500
Other Sources (Zone 1 Contribution, Gas Tax, etc.)	$5,000	$5,000
TOTAL REVENUE AVAILABLE:	**$263,124**	**$252,878**
ESTIMATED EXPENDITURES		
Operating Expenses:		
Landscaping	($28,711)	($27,251)
Services & Supplies	($20,000)	($12,750)
Repairs & Maintenance	($35,683)	($36,884)
Rehabilitation/Capital Replacements	$0	$0
Incidental Expenses:		
Administration	($5,400)	($2,500)
Assessment Engineering	($447)	($610)
County Collection Fees	($1,218)	($1,218)
TOTAL EXPENDITURES:	**($91,459)**	**($81,214)**
RESERVES		
Retention for Operating Reserves (50% allowable)	$45,730	$40,607
Available for Capital Reserves	$125,935	$131,058
BALANCE FORWARD TO ENSUING YEAR	**$171,665**	**$171,665**

Subdivision	No. of Units	EDU Rate	No. of EDUs	Revenue
6333	101	1.00	101.00	$5,844
6452	71	1.00	71.00	$4,108
6576	71	1.00	71.00	$4,108
6577	67	1.00	67.00	$3,877
6821	148	1.00	148.00	$8,563
6862	135	1.00	135.00	$7,811
7089	153	1.00	153.00	$8,853
7193	100	1.00	100.00	$5,786
7229	169	1.00	169.00	$9,778
7372	110	1.00	110.00	$6,365
7585	64	1.00	64.00	$3,703
7654	79	1.00	79.00	$4,571
99LSM44	6	1.00	6.00	$347
Total	**1,274**		**1,274.00**	**$73,366**

ASSET LIFECYCLE REPLACEMENT PROGRAM FOR Zone 3-1 Vintage Parkway					
PARK / SITE	ITEM	QUANTITY	REPLACEMENT COST PER UNIT	TOTAL REPLACEMENT COST	LIFE EXPECTENCY (Years)
Zone 3-1 Assets					
Streetscape (Landscape ROW and/or Medians) - includes hardscape, pumps, controllers, backflows, irrigation matrix, plants/trees, trash receptacles, etc.					
	Streetscape	3.00 acres	$ 300,000	$ 900,000	20 Years
	Street Tree Pruning	365 Trees	$ 75	$ 27,375	
			Zone 3-1 Total	**$ 927,375**	

*Street Tree Pruning is for an estimated pruning schedule of once every 7 years. This line item is for the pruning of the trees only, not full replacement.

Maximum assessment is: $198.84/EDU
FY 2020-21 Assessments @ $198.84/EDU
133.00 EDUs
Levy Code MX

COST ESTIMATE/ANNUAL BUDGET FOR Zone 3-2 Oakley Ranch	Estimated FY 2019-20	Proposed FY 2020-21
ESTIMATED BEGINNING FUND BALANCE	$30,555	$30,686
ESTIMATED REVENUES		
Annual Assessments	$26,446	$26,446
Interest Income	$575	$250
Other Sources (Zone 1 Contribution, Gas Tax, etc.)	$0	$0
TOTAL REVENUE AVAILABLE:	$57,576	$57,382
ESTIMATED EXPENDITURES		
Operating Expenses:		
Landscaping	($650)	($392)
Services & Supplies	($9,700)	($9,700)
Repairs & Maintenance	($15,392)	($15,392)
Rehabilitation/Capital Replacements	$0	$0
Incidental Expenses:		
Administration	($350)	($250)
Assessment Engineering	($447)	($610)
County Collection Fees	($351)	($351)
TOTAL EXPENDITURES:	($26,890)	($26,696)
RESERVES		
Retention for Operating Reserves (50% allowable)	$13,445	$13,348
Available for Capital Reserves	$17,241	$17,338
BALANCE FORWARD TO ENSUING YEAR	$30,686	$30,686

Subdivision	No. of Units	EDU Rate	No. of EDUs	Revenue
6634	133	1.00	133.00	$26,446
Total	133		133.00	$26,446

ASSET LIFECYCLE REPLACEMENT PROGRAM FOR Zone 3-2 Oakley Ranch					
PARK / SITE	ITEM	QUANTITY	REPLACEMENT COST PER UNIT	TOTAL REPLACEMENT COST	LIFE EXPECTENCY (Years)
Zone 3-2 Assets					
Streetscape (Landscape ROW and/or Medians) - includes hardscape, pumps, controllers, backflows, irrigation matrix, plants/trees, trash receptacles, etc.					
	Streetscape	2.00 acres	$ 300,000	$ 600,000	20 Years
	Street Tree Pruning	140 Trees	$ 75	$ 10,500	
			Zone 3-2 Total	**$ 610,500**	

*****Street Tree Pruning is for an estimated pruning schedule of once every 7 years. This line item is for the pruning of the trees only, not full replacement.

Maximum assessment is: $100.76/EDU
FY 2020-21 Assessments @ $100.76/EDU
45.00 EDUs
Levy Code MY

COST ESTIMATE/ANNUAL BUDGET FOR Zone 3-3 Empire		
	Estimated FY 2019-20	Proposed FY 2020-21
ESTIMATED BEGINNING FUND BALANCE	$82,533	$83,836
ESTIMATED REVENUES		
Annual Assessments	$4,534	$4,534
Interest Income	$1,500	$750
Other Sources (Zone 1 Contribution, Gas Tax, etc.)	$0	$0
TOTAL REVENUE AVAILABLE:	$88,567	$89,120
ESTIMATED EXPENDITURES		
Operating Expenses:		
Landscaping	($500)	($945)
Services & Supplies	($2,250)	($2,250)
Repairs & Maintenance	($950)	($945)
Rehabilitation/Capital Replacements	$0	$0
Incidental Expenses:		
Administration	($300)	($250)
Assessment Engineering	($447)	($610)
County Collection Fees	($284)	($284)
TOTAL EXPENDITURES:	($4,731)	($5,284)
RESERVES		
Retention for Operating Reserves (50% allowable)	$2,365	$2,642
Available for Capital Reserves	$81,471	$81,194
BALANCE FORWARD TO ENSUING YEAR	$83,836	$83,836

Subdivision	No. of Units	EDU Rate	No. of EDUs	Revenue
6656	45	1.00	45.00	$4,534
Total	45		45.00	$4,534

ASSET LIFECYCLE REPLACEMENT PROGRAM FOR Zone 3-3 Empire					
PARK / SITE	ITEM	QUANTITY	REPLACEMENT COST PER UNIT	TOTAL REPLACEMENT COST	LIFE EXPECTENCY (Years)
Zone 3-3 Assets					
Streetscape (Landscape ROW and/or Medians) - includes hardscape, pumps, controllers, backflows, irrigation matrix, plants/trees, trash receptacles, etc.					
	Streetscape	0.25 acres	$ 300,000	$ 75,000	20 Years
	Street Tree Pruning	16 Trees	$ 75	$ 1,200	
			Zone 3-3 Total	**$ 76,200**	

*****Street Tree Pruning is for an estimated pruning schedule of once every 7 years. This line item is for the pruning of the trees only, not full replacement.

Maximum assessment is: $1,193.16/Acre
FY 2020-21 Assessments @ $1,193.16/Acre
9.17 Acres
Levy Code MQ

COST ESTIMATE/ANNUAL BUDGET FOR Zone 3-4 Oakley Town Center		
	Estimated FY 2019-20	Proposed FY 2020-21
ESTIMATED BEGINNING FUND BALANCE	**$76,178**	**$75,885**
ESTIMATED REVENUES		
Annual Assessments	$10,935	$10,935
Interest Income	$1,500	$750
Other Sources (Zone 1 Contribution, Gas Tax, etc.)	$0	$0
TOTAL REVENUE AVAILABLE:	**$88,613**	**$87,571**
ESTIMATED EXPENDITURES		
Operating Expenses:		
Landscaping	($4,721)	($5,165)
Services & Supplies	($2,500)	($1,000)
Repairs & Maintenance	($3,654)	($3,654)
Rehabilitation/Capital Replacements	$0	$0
Landscape Conversions/Renovations	$0	$0
Incidental Expenses:		
Administration	($1,150)	($1,000)
Assessment Engineering	($447)	($610)
County Collection Fees	($256)	($256)
TOTAL EXPENDITURES:	**($12,728)**	**($11,685)**
RESERVES		
Retention for Operating Reserves (50% allowable)	$6,364	$5,843
Available for Capital Reserves	$69,522	$70,043
BALANCE FORWARD TO ENSUING YEAR	**$75,885**	**$75,885**

Subdivision	No. of Acreage	EDU Rate	No. of EDUs	Revenue
7045	9.17	1.00	9.17	$10,935
Total	9.17		9.17	$10,935

ASSET LIFECYCLE REPLACEMENT PROGRAM FOR Zone 3-4 Oakley Town Center					
PARK / SITE	ITEM	QUANTITY	REPLACEMENT COST PER UNIT	TOTAL REPLACEMENT COST	LIFE EXPECTENCY (Years)
Zone 3-4 Assets					
Streetscape (Landscape ROW and/or Medians) - includes hardscape, pumps, controllers, backflows, irrigation matrix, plants/trees, trash receptacles, etc.					
	Streetscape	0.50 acres	$ 300,000	$ 150,000	20 Years
	Street Tree Pruning	0 Trees	$ 75	$ -	
			Zone 3-4 Total	**$ 150,000**	

*****Street Tree Pruning is for an estimated pruning schedule of once every 7 years. This line item is for the pruning of the trees only, not full replacement.

Maximum assessment is: $190.00/EDU
FY 2020-21 Assessments @ $190.00/EDU
149.50 EDUs
Levy Code LG

COST ESTIMATE/ANNUAL BUDGET FOR Zone 3-5 Oak Grove	Estimated FY 2019-20	Proposed FY 2020-21
ESTIMATED BEGINNING FUND BALANCE	**$64,260**	**$65,264**
ESTIMATED REVENUES		
Annual Assessments	$28,405	$28,405
Interest Income	$1,200	$600
Other Sources (Zone 1 Contribution, Gas Tax, etc.)	$0	$0
TOTAL REVENUE AVAILABLE:	**$93,865**	**$94,269**
ESTIMATED EXPENDITURES		
Operating Expenses:		
Landscaping (including Oak Grove Park)	($6,940)	($5,306)
Services & Supplies	($7,100)	($7,925)
Repairs & Maintenance	($12,600)	($13,800)
Rehabilitation/Capital Replacements	$0	$0
Incidental Expenses:		
Administration	($1,150)	($1,000)
Assessment Engineering	($447)	($610)
County Collection Fees	($364)	($364)
TOTAL EXPENDITURES:	**($28,601)**	**($29,005)**
RESERVES		
Retention for Operating Reserves (50% allowable)	$14,300	$14,503
Available for Capital Reserves	$50,964	$50,761
BALANCE FORWARD TO ENSUING YEAR	**$65,264**	**$65,264**

Subdivision	No. of Units	EDU Rate	No. of EDUs	Revenue
6922 - Single Family	111	1.00	111.00	$21,090
6922 - Vacant Single Family	1	0.50	0.50	$95
6927	38	1.00	38.00	$7,220
Total	**150**		**149.50**	**$28,405**

ASSET LIFECYCLE REPLACEMENT PROGRAM FOR Zone 3-5 Oak Grove					
PARK / SITE	ITEM	QUANTITY	REPLACEMENT COST PER UNIT	TOTAL REPLACEMENT COST	LIFE EXPECTENCY (Years)
Zone 3-5 Assets					
Streetscape (Landscape ROW and/or Medians) - includes hardscape, pumps, controllers, backflows, irrigation matrix, plants/trees, trash receptacles, etc.					
	Streetscape	2.00 acres	$ 300,000	$ 600,000	20 Years
	Street Tree Pruning	110 Trees	$ 75	$ 8,250	
			Subtotal	**$ 608,250**	
Oak Grove Park (opened 1991)	B-B-Q	1	$ 600	$ 600	12 Years
	Play Equipment 2-5	1	$ 25,000	$ 25,000	12 Years
	Play Equipment 5-12	1	$ 70,000	$ 70,000	12 Years
	Tables	3	$ 1,200	$ 3,600	12 Years
	Trash Receptacles	2	$ 1,200	$ 2,400	12 Years
			Subtotal	**$ 101,600**	
			Zone 3-5 Total	**$ 709,850**	

*Street Tree Pruning is for an estimated pruning schedule of once every 7 years. This line item is for the pruning of the trees only, not full replacement.

Maximum assessment is: $127.80/EDU
FY 2020-21 Assessments @ $127.80/EDU
60.00 EDUs
Levy Code LN

COST ESTIMATE/ANNUAL BUDGET FOR Zone 3-6 Laurel Woods/Luna Estates	Estimated FY 2019-20	Proposed FY 2020-21
ESTIMATED BEGINNING FUND BALANCE	**$92,283**	**$94,451**
ESTIMATED REVENUES		
Annual Assessments	$7,668	$7,668
Interest Income	$1,800	$900
Other Sources (Zone 1 Contribution, Gas Tax, etc.)	$0	$0
TOTAL REVENUE AVAILABLE:	**$101,751**	**$103,019**
ESTIMATED EXPENDITURES		
Operating Expenses:		
Landscaping	($2,257)	($3,411)
Services & Supplies	$0	$0
Repairs & Maintenance	($3,251)	($3,251)
Rehabilitation/Capital Replacements	$0	$0
Incidental Expenses:		
Administration	($1,050)	($1,000)
Assessment Engineering	($447)	($610)
County Collection Fees	($296)	($296)
TOTAL EXPENDITURES:	**($7,300)**	**($8,568)**
RESERVES		
Retention for Operating Reserves (50% allowable)	$3,650	$4,284
Available for Capital Reserves	$90,801	$90,167
BALANCE FORWARD TO ENSUING YEAR	**$94,451**	**$94,451**

Subdivision	No. of Units	EDU Rate	No. of EDUs	Revenue
6971	54	1.00	54.00	$6,901
7489	6	1.00	6.00	$767
Total	**60**		**60.00**	**$7,668**

ASSET LIFECYCLE REPLACEMENT PROGRAM FOR Zone 3-6 Laurel Woods & Luna Estates					
PARK / SITE	ITEM	QUANTITY	REPLACEMENT COST PER UNIT	TOTAL REPLACEMENT COST	LIFE EXPECTENCY (Years)
Zone 3-6 Assets					
Streetscape (Landscape ROW and/or Medians) - includes hardscape, pumps, controllers, backflows, irrigation matrix, plants/trees, trash receptacles, etc.					
	Streetscape	0.50 acres	$ 300,000	$ 150,000	20 Years
	Street Tree Pruning	42 Trees	$ 75	$ 3,150	
			Zone 3-6 Total	**$ 153,150**	

*****Street Tree Pruning is for an estimated pruning schedule of once every 7 years. This line item is for the pruning of the trees only, not full replacement.

Maximum assessment is: $185.00/EDU
FY 2020-21 Assessments @ $185.00/EDU
52.50 EDUs
Levy Code MK

COST ESTIMATE/ANNUAL BUDGET FOR Zone 3-7 South Forty		
	Estimated FY 2019-20	Proposed FY 2020-21
ESTIMATED BEGINNING FUND BALANCE	**$45,277**	**$45,895**
ESTIMATED REVENUES		
Annual Assessments	$9,713	$9,713
Interest Income	$800	$400
Other Sources (Zone 1 Contribution, Gas Tax, etc.)	$0	$0
TOTAL REVENUE AVAILABLE:	**$55,790**	**$56,007**
ESTIMATED EXPENDITURES		
Operating Expenses:		
Landscaping	($2,690)	($2,618)
Services & Supplies	($2,750)	($3,000)
Repairs & Maintenance	($2,668)	($2,594)
Rehabilitation/Capital Replacements	$0	$0
Incidental Expenses:		
Administration	($1,050)	($1,000)
Assessment Engineering	($447)	($610)
County Collection Fees	($290)	($290)
TOTAL EXPENDITURES:	**($9,895)**	**($10,113)**
RESERVES		
Retention for Operating Reserves (50% allowable)	$4,947	$5,056
Available for Capital Reserves	$40,948	$40,839
BALANCE FORWARD TO ENSUING YEAR	**$45,895**	**$45,895**

Subdivision	No. of Units	EDU Rate	No. of EDUs	Revenue
6969 Single Family	52	1.00	52.00	$9,620
6969 Vacant Single Family	1	0.50	0.50	$93
Total	**53**		**52.50**	**$9,713**

ASSET LIFECYCLE REPLACEMENT PROGRAM FOR Zone 3-7 South Forty					
PARK / SITE	ITEM	QUANTITY	REPLACEMENT COST PER UNIT	TOTAL REPLACEMENT COST	LIFE EXPECTENCY (Years)
Zone 3-7 Assets					
Streetscape (Landscape ROW and/or Medians) - includes hardscape, pumps, controllers, backflows, irrigation matrix, plants/trees, trash receptacles, etc.					
	Streetscape	1.00 acres	$ 300,000	$ 300,000	20 Years
	Street Tree Pruning	39 Trees	$ 75	$ 2,925	
			Zone 3-7 Total	**$ 302,925**	

*****Street Tree Pruning is for an estimated pruning schedule of once every 7 years. This line item is for the pruning of the trees only, not full replacement.

Maximum assessment is: $152.56/EDU
FY 2020-21 Assessments @ $152.56/EDU
50.00 EDUs
Levy Code LH

COST ESTIMATE/ANNUAL BUDGET FOR Zone 3-8 Claremont		
	Estimated FY 2019-20	Proposed FY 2020-21
ESTIMATED BEGINNING FUND BALANCE	**$17,422**	**$15,400**
ESTIMATED REVENUES		
Annual Assessments	$7,628	$7,628
Interest Income	$300	$150
Other Sources (Zone 1 Contribution, Gas Tax, etc.)	$0	$0
TOTAL REVENUE AVAILABLE:	**$25,350**	**$23,178**
ESTIMATED EXPENDITURES		
Operating Expenses:		
Landscaping (including Claremont Bay Park)	$0	$0
Services & Supplies	($2,300)	($2,000)
Repairs & Maintenance	($6,615)	($6,615)
Rehabilitation/Capital Replacements	$0	$0
Incidental Expenses:		
Administration	($300)	($250)
Assessment Engineering	($447)	($610)
County Collection Fees	($288)	($288)
TOTAL EXPENDITURES:	**($9,950)**	**($9,763)**
RESERVES		
Retention for Operating Reserves (50% allowable)	$4,975	$4,882
Available for Capital Reserves	$10,425	$8,533
BALANCE FORWARD TO ENSUING YEAR	**$15,400**	**$13,415**

Subdivision	No. of Units	EDU Rate	No. of EDUs	Revenue
7163	50	1.00	50.00	$7,628
Total	**50**		**50.00**	**$7,628**

ASSET LIFECYCLE REPLACEMENT PROGRAM FOR Zone 3-8 Claremont Bay					
PARK / SITE	ITEM	QUANTITY	REPLACEMENT COST PER UNIT	TOTAL REPLACEMENT COST	LIFE EXPECTENCY (Years)
Zone 3-8 Assets					
Streetscape (Landscape ROW and/or Medians) - includes hardscape, pumps, controllers, backflows, irrigation matrix, plants/trees, trash receptacles, etc.					
	Streetscape	0.20 acres	$ 300,000	$ 60,000	20 Years
	Street Tree Pruning	2 Trees	$ 75	$ 150	
			Subtotal	**$ 60,150**	
Claremont Bay Park					
(opened 1991)	Play Equipment	1	$ 10,000	$ 10,000	12 Years
	Tables	2	$ 1,200	$ 2,400	12 Years
	Trash Receptacles	1	$ 1,200	$ 1,200	12 Years
			Subtotal	**$ 13,600**	
			Zone 3-8 Total	**$ 73,750**	

*Street Tree Pruning is for an estimated pruning schedule of once every 7 years. This line item is for the pruning of the trees only, not full replacement.

Maximum assessment is: $40.00/EDU
FY 2020-21 Assessments @ $40.00/EDU
459.00 EDUs
Levy Code MN

COST ESTIMATE/ANNUAL BUDGET FOR Zone 3-9 Gateway	Estimated FY 2019-20	Proposed FY 2020-21
ESTIMATED BEGINNING FUND BALANCE	$183,324	$186,329
ESTIMATED REVENUES		
Annual Assessments	$18,360	$18,360
Interest Income	$3,500	$1,750
Other Sources (Zone 1 Contribution, Gas Tax, etc.)	$0	$0
TOTAL REVENUE AVAILABLE:	$205,184	$206,439
ESTIMATED EXPENDITURES		
Operating Expenses:		
Landscaping	($44)	($1,284)
Services & Supplies	($9,000)	($9,000)
Repairs & Maintenance	($8,416)	($8,367)
Rehabilitation/Capital Replacements	$0	$0
Incidental Expenses:		
Administration	($350)	($250)
Assessment Engineering	($447)	($610)
County Collection Fees	($599)	($599)
TOTAL EXPENDITURES:	($18,855)	($20,110)
RESERVES		
Retention for Operating Reserves (50% allowable)	$9,428	$10,055
Available for Capital Reserves	$176,901	$176,274
BALANCE FORWARD TO ENSUING YEAR	$186,329	$186,329

Subdivision	No. of Units	EDU Rate	No. of EDUs	Revenue
6394	50	1.00	50.00	$2,000
6488	73	1.00	73.00	$2,920
6571	59	1.00	59.00	$2,360
6613	36	1.00	36.00	$1,440
6664	49	1.00	49.00	$1,960
6726	48	1.00	48.00	$1,920
6727	57	1.00	57.00	$2,280
6762	10	1.00	10.00	$400
6764	37	1.00	37.00	$1,480
6858	40	1.00	40.00	$1,600
Total	**459**		**459.00**	**$18,360**

ASSET LIFECYCLE REPLACEMENT PROGRAM FOR Zone 3-9 Gateway					
PARK / SITE	ITEM	QUANTITY	REPLACEMENT COST PER UNIT	TOTAL REPLACEMENT COST	LIFE EXPECTENCY (Years)
Zone 3-9 Assets					
Streetscape (Landscape ROW and/or Medians) - includes hardscape, pumps, controllers, backflows, irrigation matrix, plants/trees, trash receptacles, etc.					
	Streetscape	1.50 acres	$ 300,000	$ 450,000	20 Years
	Street Tree Pruning	38 Trees	$ 75	$ 2,850	
			Zone 3-9 Total	**$ 452,850**	

*Street Tree Pruning is for an estimated pruning schedule of once every 7 years. This line item is for the pruning of the trees only, not full replacement.

Maximum assessment is: $125.00/EDU
FY 2020-21 Assessments @ $125.00/EDU
21.00 EDUs
Levy Code LS

COST ESTIMATE/ANNUAL BUDGET FOR Zone 3-10 Countryside aka Village Green		
	Estimated FY 2019-20	Proposed FY 2020-21
ESTIMATED BEGINNING FUND BALANCE	**$27,224**	**$27,698**
ESTIMATED REVENUES		
Annual Assessments	$2,625	$2,625
Interest Income	$575	$275
Other Sources (Zone 1 Contribution, Gas Tax, etc.)	$0	$0
TOTAL REVENUE AVAILABLE:	**$30,424**	**$30,598**
ESTIMATED EXPENDITURES		
Operating Expenses:		
Landscaping	($168)	($229)
Services & Supplies	($600)	($600)
Repairs & Maintenance	($945)	($945)
Rehabilitation/Capital Replacements	$0	$0
Incidental Expenses:		
Administration	($300)	($250)
Assessment Engineering	($447)	($610)
County Collection Fees	($266)	($266)
TOTAL EXPENDITURES:	**($2,726)**	**($2,900)**
RESERVES		
Retention for Operating Reserves (50% allowable)	$1,363	$1,450
Available for Capital Reserves	$26,335	$26,248
BALANCE FORWARD TO ENSUING YEAR	**$27,698**	**$27,698**

Subdivision	No. of Units	EDU Rate	No. of EDUs	Revenue
7164	14	1.00	14.00	$1,750
7293 Single Family	6	1.00	6.00	$750
7293 Single Family	1	1.00	1.00	$125
Total	**21**		**21.00**	**$2,625**

ASSET LIFECYCLE REPLACEMENT PROGRAM FOR Zone 3-10 Countryside (a.k.a. Village Green)					
PARK / SITE	ITEM	QUANTITY	REPLACEMENT COST PER UNIT	TOTAL REPLACEMENT COST	LIFE EXPECTENCY (Years)
Zone 3-10 Assets					
Streetscape (Landscape ROW and/or Medians) - includes hardscape, pumps, controllers, backflows, irrigation matrix, plants/trees, trash receptacles, etc.					
	Streetscape	0.20 acres	$ 300,000	$ 60,000	20 Years
	Street Tree Pruning	6 Trees	$ 75	$ 450	
			Zone 3-10 Total	**$ 60,450**	

*****Street Tree Pruning is for an estimated pruning schedule of once every 7 years. This line item is for the pruning of the trees only, not full replacement.

Maximum assessment is: $169.48/EDU
FY 2020-21 Assessments @ $169.48/EDU
32.00 EDUs
Levy Code LL

COST ESTIMATE/ANNUAL BUDGET FOR Zone 3-11 Country Fair aka Meadow Glen		
	Estimated FY 2019-20	Proposed FY 2020-21
ESTIMATED BEGINNING FUND BALANCE	$3,316	$3,220
ESTIMATED REVENUES		
Annual Assessments	$5,423	$5,423
Interest Income	$75	$25
Other Sources (Zone 1 Contribution, Gas Tax, etc.)	$0	$0
TOTAL REVENUE AVAILABLE:	$8,814	$8,669
ESTIMATED EXPENDITURES		
Operating Expenses:		
Landscaping	($528)	($294)
Services & Supplies	($1,500)	($1,500)
Repairs & Maintenance	($2,520)	($2,520)
Rehabilitation/Capital Replacements	$0	$0
Incidental Expenses:		
Administration	($325)	($250)
Assessment Engineering	($447)	($610)
County Collection Fees	($274)	($274)
TOTAL EXPENDITURES:	($5,594)	($5,448)
RESERVES		
Retention for Operating Reserves (50% allowable)	$2,797	$2,724
Available for Capital Reserves	$423	$496
BALANCE FORWARD TO ENSUING YEAR	$3,220	$3,220

Subdivision	No. of Units	EDU Rate	No. of EDUs	Revenue
6840	32	1.00	32.00	$5,423
Total	32		32.00	$5,423

ASSET LIFECYCLE REPLACEMENT PROGRAM FOR Zone 3-11 Country Fair (a.k.a. Meadow Glen)					
PARK / SITE	ITEM	QUANTITY	REPLACEMENT COST PER UNIT	TOTAL REPLACEMENT COST	LIFE EXPECTENCY (Years)
Zone 3-11 Assets					
Streetscape (Landscape ROW and/or Medians) - includes hardscape, pumps, controllers, backflows, irrigation matrix, plants/trees, trash receptacles, etc.					
	Streetscape	0.75 acres	$ 300,000	$ 225,000	20 Years
	Street Tree Pruning	41 Trees	$ 75	$ 3,075	
			Zone 3-11 Total	**$ 228,075**	

*****Street Tree Pruning is for an estimated pruning schedule of once every 7 years. This line item is for the pruning of the trees only, not full replacement.

Maximum assessment is: $27.36/EDU
FY 2020-21 Assessments @ $27.36/EDU
128.00 EDUs
Levy Code LY

COST ESTIMATE/ANNUAL BUDGET FOR Zone 3-12 California Sunrise		
	Estimated FY 2019-20	**Proposed FY 2020-21**
ESTIMATED BEGINNING FUND BALANCE	**$70,911**	**$72,095**
ESTIMATED REVENUES		
Annual Assessments	$3,502	$3,502
Interest Income	$1,350	$675
Other Sources (Zone 1 Contribution, Gas Tax, etc.)	$0	$0
TOTAL REVENUE AVAILABLE:	**$75,763**	**$76,272**
ESTIMATED EXPENDITURES		
Operating Expenses:		
Landscaping	($1,629)	($2,025)
Services & Supplies	$0	$0
Repairs & Maintenance	($945)	($945)
Rehabilitation/Capital Replacements	$0	$0
Incidental Expenses:		
Administration	($300)	($250)
Assessment Engineering	($447)	($610)
County Collection Fees	($347)	($347)
TOTAL EXPENDITURES:	**($3,668)**	**($4,177)**
RESERVES		
Retention for Operating Reserves (50% allowable)	$1,834	$2,089
Available for Capital Reserves	$70,261	$70,006
BALANCE FORWARD TO ENSUING YEAR	**$72,095**	**$72,095**

Subdivision	No. of Units	EDU Rate	No. of EDUs	Revenue
7365	128	1.00	128.00	$3,502
Total	**128**		**128.00**	**$3,502**

ASSET LIFECYCLE REPLACEMENT PROGRAM FOR Zone 3-12 California Sunrise					
PARK / SITE	ITEM	QUANTITY	REPLACEMENT COST PER UNIT	TOTAL REPLACEMENT COST	LIFE EXPECTENCY (Years)
Zone 3-12 Assets					
Streetscape (Landscape ROW and/or Medians) - includes hardscape, pumps, controllers, backflows, irrigation matrix, plants/trees, trash receptacles, etc.					
	Streetscape	0.50 acres	$ 300,000	$ 150,000	20 Years
	Street Tree Pruning	15 Trees	$ 75	$ 1,125	
			Zone 3-12 Total	**$ 151,125**	

*****Street Tree Pruning is for an estimated pruning schedule of once every 7 years. This line item is for the pruning of the trees only, not full replacement.

Maximum assessment is: $125.00/EDU
FY 2020-21 Assessments @ $125.00/EDU
96.00 EDUs
Levy Code MC

COST ESTIMATE/ANNUAL BUDGET FOR Zone 3-13 California Visions aka Laurel Heights		
	Estimated FY 2019-20	Proposed FY 2020-21
ESTIMATED BEGINNING FUND BALANCE	**$151,071**	**$153,797**
ESTIMATED REVENUES		
Annual Assessments	$12,000	$12,000
Interest Income	$2,900	$1,450
Other Sources (Zone 1 Contribution, Gas Tax, etc.)	$0	$0
TOTAL REVENUE AVAILABLE:	**$165,971**	**$167,247**
ESTIMATED EXPENDITURES		
Operating Expenses:		
Landscaping	($3,266)	($4,528)
Services & Supplies	($2,900)	($2,900)
Repairs & Maintenance	($4,838)	($4,838)
Rehabilitation/Capital Replacements	$0	$0
Incidental Expenses:		
Administration	($400)	($250)
Assessment Engineering	($447)	($610)
County Collection Fees	($323)	($323)
TOTAL EXPENDITURES:	**($12,174)**	**($13,450)**
RESERVES		
Retention for Operating Reserves (50% allowable)	$6,087	$6,725
Available for Capital Reserves	$147,710	$147,072
BALANCE FORWARD TO ENSUING YEAR	**$153,797**	**$153,797**

Subdivision	No. of Units	EDU Rate	No. of EDUs	Revenue
7667	96	1.00	96.00	$12,000
Total	**96**		**96.00**	**$12,000**

ASSET LIFECYCLE REPLACEMENT PROGRAM FOR Zone 3-13 California Visions (a.k.a. Laurel Heights)					
PARK / SITE	ITEM	QUANTITY	REPLACEMENT COST PER UNIT	TOTAL REPLACEMENT COST	LIFE EXPECTENCY (Years)
Zone 3-13 Assets					
Streetscape (Landscape ROW and/or Medians) - includes hardscape, pumps, controllers, backflows, irrigation matrix, plants/trees, trash receptacles, etc.					
	Streetscape	1.00 acres	$ 100,000	$ 300,000	20 Years
	Street Tree Pruning	45 Trees	$ 75	$ 3,375	
			Zone 3-13 Total	**$ 303,375**	

*****Street Tree Pruning is for an estimated pruning schedule of once every 7 years. This line item is for the pruning of the trees only, not full replacement.

Maximum assessment is: $160.00/EDU
FY 2020-21 Assessments @ $160.00/EDU
114.00 EDUs
Levy Code L5

COST ESTIMATE/ANNUAL BUDGET FOR Zone 3-14 Claremont Heritage		
	Estimated FY 2019-20	Proposed FY 2020-21
ESTIMATED BEGINNING FUND BALANCE	**$207,749**	**$210,211**
ESTIMATED REVENUES		
Annual Assessments	$18,240	$18,240
Interest Income	$4,000	$2,000
Other Sources (Zone 1 Contribution, Gas Tax, etc.)	$0	$0
TOTAL REVENUE AVAILABLE:	**$229,989**	**$230,451**
ESTIMATED EXPENDITURES		
Operating Expenses:		
Landscaping	($9,784)	($10,952)
Services & Supplies	($2,800)	($2,250)
Repairs & Maintenance	($3,591)	($3,591)
Rehabilitation/Capital Replacements	$0	$0
Incidental Expenses:		
Administration	($2,820)	($2,500)
Assessment Engineering	($447)	($610)
County Collection Fees	($337)	($337)
TOTAL EXPENDITURES:	**($19,778)**	**($20,240)**
RESERVES		
Retention for Operating Reserves (50% allowable)	$9,889	$10,120
Available for Capital Reserves	$200,321	$200,091
BALANCE FORWARD TO ENSUING YEAR	**$210,211**	**$210,211**

Subdivision	No. of Units	EDU Rate	No. of EDUs	Revenue
7775	46	1.00	46.00	$7,360
7366	31	1.00	31.00	$4,960
7367	37	1.00	37.00	$5,920
Total	**114**		**114.00**	**$18,240**

ASSET LIFECYCLE REPLACEMENT PROGRAM FOR Zone 3-14 Claremont Heritage					
PARK / SITE	ITEM	QUANTITY	REPLACEMENT COST PER UNIT	TOTAL REPLACEMENT COST	LIFE EXPECTENCY (Years)
Zone 3-14 Assets					
Streetscape (Landscape ROW and/or Medians) - includes hardscape, pumps, controllers, backflows, irrigation matrix, plants/trees, trash receptacles, etc.					
	Streetscape	1.50 acres	$ 300,000	$ 450,000	20 Years
	Street Tree Pruning	30 Trees	$ 75	$ 2,250	
			Zone 3-14 Total	**$ 452,250**	

*****Street Tree Pruning is for an estimated pruning schedule of once every 7 years. This line item is for the pruning of the trees only, not full replacement.

Maximum assessment is: $138.00/EDU
FY 2020-21 Assessments @ $138.00/EDU
888.00 EDUs
Levy Code L8

COST ESTIMATE/ANNUAL BUDGET FOR Zone 3-15 Country Fair aka Meadow Glen II	Estimated FY 2019-20	Proposed FY 2020-21
ESTIMATED BEGINNING FUND BALANCE	**$178,577**	**$192,575**
ESTIMATED REVENUES		
Annual Assessments	$122,544	$122,544
Interest Income	$3,000	$1,500
Other Sources (Zone 1 Contribution, Gas Tax, etc.)	$0	$0
TOTAL REVENUE AVAILABLE:	**$304,121**	**$316,619**
ESTIMATED EXPENDITURES		
Operating Expenses:		
Landscaping (including Holly Creek Park & Heather Park)	($20,276)	($25,411)
Services & Supplies	($23,000)	($25,400)
Repairs & Maintenance	($56,395)	($61,695)
Rehabilitation/Capital Replacements	$0	$0
Incidental Expenses:		
Administration	($10,500)	($10,000)
Assessment Engineering	($447)	($610)
County Collection Fees	($928)	($928)
TOTAL EXPENDITURES:	**($111,546)**	**($124,044)**
RESERVES		
Retention for Operating Reserves (50% allowable)	$55,773	$62,022
Available for Capital Reserves	$136,802	$130,553
BALANCE FORWARD TO ENSUING YEAR	**$192,575**	**$192,575**

Subdivision	No. of Units	EDU Rate	No. of EDUs	Revenue
7704	64	1.00	64.00	$8,832
7707	46	1.00	46.00	$6,348
7003	12	1.00	12.00	$1,656
6980	48	1.00	48.00	$6,624
6996	49	1.00	49.00	$6,762
6867	40	1.00	39.50	$5,451
7090	8	1.00	8.00	$1,104
7330	100.50	1.00	100.50	$13,869
7165	33	1.00	33.00	$4,554
7832	23	1.00	23.00	$3,174
7385	27	1.00	27.00	$3,726
7830	34	1.00	34.00	$4,692
7368	39	1.00	39.00	$5,382
7808	49	1.00	49.00	$6,762
7831	43.50	1.00	43.50	$6,003
7833	32	1.00	32.00	$4,416
Annexed July 12, 2004 (FY04-05) 8725	48	1.00	48.00	$6,624
Anx July 12, 2004 (FY04-05) 7655 - SFR	28	1.00	28.00	$3,864
Anx July 12, 2004 (FY04-05) 7590 - SFR	60	1.00	60.00	$8,280
Anx July 12, 2004 (FY04-05) 7760 - SFR	67	1.00	67.00	$9,246
Annexed July 12, 2004 (FY04-05) 7426 - SFR	21	1.00	21.00	$2,898
*Maintained privately DR3022-94	50 senior	0.00	0.00	$0
(Anx July 9, 2007, FY07-08) 8823 - SFR	6	1.00	6.00	$828
(Anx July 9, 2007, FY07-08) 8843 - VSFR	5	0.50	2.50	$345
(Anx July 9, 2007, FY07-08) 8843 - SFR	8	1.00	8.00	$1,104
Total	**891**		**888.00**	**$122,544**

ASSET LIFECYCLE REPLACEMENT PROGRAM FOR Zone 3-15 Country Fair (a.k.a. Meadow Glenn II)					
PARK / SITE	ITEM	QUANTITY	REPLACEMENT COST PER UNIT	TOTAL REPLACEMENT COST	LIFE EXPECTENCY (Years)
Zone 3-15 Assets					
Streetscape (Landscape ROW and/or Medians) - includes hardscape, pumps, controllers, backflows, irrigation matrix, plants/trees, trash receptacles, etc.					
	Streetscape	3.00 acres	$ 300,000	$ 900,000	20 Years
	Street Tree Pruning	668 Trees	$ 75	$ 50,100	
			Subtotal	**$ 950,100**	
Heather Park (opened 2004)	Benches	2	$ 1,200	$ 2,400	10 Years
	Drinking Fountain	1	$ 3,000	$ 3,000	8 Years
	Play Equipment 2-5	1	$ 25,000	$ 25,000	8 Years
	Tables	1	$ 1,200	$ 1,200	10 Years
	Trash Receptacles	2	$ 1,200	$ 2,400	8 Years
			Subtotal	**$ 34,000**	
Holly Creek Park (opened 2007)	Ballards - pathway	4	$ 500	$ 2,000	10 Years
	Well Pumps/Electric for Irrigation	1	$ 75,000	$ 75,000	8 Years
	Well Redrilling for irrigation water	1	$ 100,000	$ 100,000	50 Years
	B-B-Q	2	$ 600	$ 1,200	10 Years
	Benches	3	$ 1,200	$ 3,600	10 Years
	Light poles	5	$ 3,000	$ 15,000	8 Years
	Play Equipment 2-5	1	$ 25,000	$ 25,000	8 Years
	Play Equipment 5-12	1	$ 70,000	$ 70,000	8 Years
	Shade Structure (cooltoppers)	4	$ 50,000	$ 200,000	8 Years
	Tables	3	$ 1,200	$ 3,600	10 Years
	Trash Receptacles	3	$ 1,200	$ 3,600	8 Years
			Subtotal	**$ 499,000**	
			Zone 3-15 Total	**$ 1,483,100**	

*Street Tree Pruning is for an estimated pruning schedule of once every 7 years. This line item is for the pruning of the trees only, not full replacement.

Maximum assessment is: $110.00/EDU
FY 2020-21 Assessments @ $110.00/EDU
81.00 EDUs
Levy Code M5

COST ESTIMATE/ANNUAL BUDGET FOR Zone 3-16 Sundance		
	Estimated FY 2019-20	Proposed FY 2020-21
ESTIMATED BEGINNING FUND BALANCE	**$13,852**	**$13,369**
ESTIMATED REVENUES		
Annual Assessments	$8,910	$8,910
Interest Income	$225	$100
Other Sources (Zone 1 Contribution, Gas Tax, etc.)	$0	$0
TOTAL REVENUE AVAILABLE:	**$22,987**	**$22,379**
ESTIMATED EXPENDITURES		
Operating Expenses:		
Landscaping	($198)	$0
Services & Supplies	($2,100)	($2,100)
Repairs & Maintenance	($6,262)	($6,262)
Rehabilitation/Capital Replacements	$0	$0
Incidental Expenses:		
Administration	($300)	($250)
Assessment Engineering	($447)	($610)
County Collection Fees	($312)	($312)
TOTAL EXPENDITURES:	**($9,618)**	**($9,534)**
RESERVES		
Retention for Operating Reserves (50% allowable)	$4,809	$4,767
Available for Capital Reserves	$8,559	$8,078
BALANCE FORWARD TO ENSUING YEAR	**$13,369**	**$12,845**

Subdivision	No. of Units	EDU Rate	No. of EDUs	Revenue
7837	81	1.00	81.00	$8,910
Total	**81**		**81.00**	**$8,910**

ASSET LIFECYCLE REPLACEMENT PROGRAM FOR Zone 3-16 Sundance					
PARK / SITE	ITEM	QUANTITY	REPLACEMENT COST PER UNIT	TOTAL REPLACEMENT COST	LIFE EXPECTENCY (Years)
Zone 3-16 Assets					
Streetscape (Landscape ROW and/or Medians) - includes hardscape, pumps, controllers, backflows, irrigation matrix, plants/trees, trash receptacles, etc.					
	Streetscape	1.25 acres	$ 300,000	$ 375,000	20 Years
	Street Tree Pruning	0 Trees	$ 75	$ -	
			Zone 3-16 Total	$ 375,000	

*Street Tree Pruning is for an estimated pruning schedule of once every 7 years. This line item is for the pruning of the trees only, not full replacement.

Maximum assessment is: $273.16/EDU
FY 2020-21 Assessments @ $273.16/EDU
321.00 EDUs
Levy Code M6

COST ESTIMATE/ANNUAL BUDGET FOR Zone 3-17 Laurel Anne		Estimated FY 2019-20	Proposed FY 2020-21
ESTIMATED BEGINNING FUND BALANCE		**$388,087**	**$395,018**
ESTIMATED REVENUES			
	Annual Assessments	$87,684	$87,684
	Interest Income	$7,000	$3,500
	Other Sources (Zone 1 Contribution, Gas Tax, etc.)	$30,000	$30,000
	TOTAL REVENUE AVAILABLE:	**$512,771**	**$516,202**
ESTIMATED EXPENDITURES			
Operating Expenses:			
	Landscaping (including Harvest Park)	($27,012)	($25,499)
	Creekside Park*	($30,000)	($30,000)
	Services & Supplies	($23,560)	($30,500)
	Repairs & Maintenance	($25,741)	($29,081)
	Rehabilitation/Capital Replacements	$0	$0
Incidental Expenses:			
	Administration	($10,500)	($5,000)
	Assessment Engineering	($447)	($610)
	County Collection Fees	($494)	($494)
	TOTAL EXPENDITURES:	**($117,754)**	**($121,184)**
RESERVES			
	Retention for Operating Reserves (50% allowable)	$58,877	$60,592
	Available for Capital Reserves	$336,141	$334,425
BALANCE FORWARD TO ENSUING YEAR		**$395,018**	**$395,018**

*Creekside Park is approximately $60,000/year to maintain. Zone 3-17 recieves a contribution from Zone 1 to cover the "community" portion of the park.

Subdivision	No. of Units	EDU Rate	No. of EDUs	Revenue
6935	86	1.00	86.00	$23,492
6963 Single Family	27	1.00	27.00	$7,375
7809	32	1.00	32.00	$8,741
(Started FY03-04) 8650	22	1.00	22.00	$6,010
(Started FY04-05) 8708	22	1.00	22.00	$6,010
(Started FY04-05) 8748	29	1.00	29.00	$7,922
(Started FY05-06) 8752	10	1.00	10.00	$2,732
(Started FY05-06) 8816	46	1.00	46.00	$12,565
(Started FY06-07) 8822	47	1.00	47.00	$12,839
Total	**321**		**321.00**	**$87,684**

ASSET LIFECYCLE REPLACEMENT PROGRAM FOR Zone 3-17 Laurel Anne					
PARK / SITE	ITEM	QUANTITY	REPLACEMENT COST PER UNIT	TOTAL REPLACEMENT COST	LIFE EXPECTENCY (Years)
Zone 3-17 Assets					
Streetscape (Landscape ROW and/or Medians) - includes hardscape, pumps, controllers, backflows, irrigation matrix, plants/trees, trash receptacles, etc.					
	Streetscape	3.50 acres	$ 300,000	$ 1,050,000	20 Years
	Street Tree Pruning*	415 Trees	$ 75	$ 31,125	
			Subtotal	**$ 1,081,125**	
Creekside Park (opened 2009)	Ballards - pathway	12	$ 500	$ 6,000	10 Years
	B-B-Q	1	$ 600	$ 600	10 Years
	Benches	4	$ 1,200	$ 4,800	10 Years
	Drinking Fountain	2	$ 3,000	$ 6,000	8 Years
	Well Pumps/Electric for Irrigation	1	$ 75,000	$ 75,000	8 Years
	Well Redrilling for irrigation water	1	$ 100,000	$ 100,000	50 Years
	Light poles	14	$ 3,000	$ 42,000	8 Years
	Play Equipment 5-12	1	$ 70,000	$ 70,000	8 Years
	Restroom	1	$ 100,000	$ 100,000	20 Years
	Shade Structure (cooltoppers)	1	$ 50,000	$ 50,000	8 Years
	Skate Park	1	$ 40,000	$ 40,000	10 Years
	Trash Receptacles	7	$ 1,200	$ 8,400	8 Years
			Subtotal	**$ 502,800**	
Harvest Park (opened 1995)	B-B-Q	1	$ 600	$ 600	10 Years
	Light poles	3	$ 3,000	$ 9,000	8 Years
	Tables	2	$ 1,200	$ 2,400	10 Years
	Trash Receptacles	1	$ 1,200	$ 1,200	8 Years
			Subtotal	**$ 13,200**	
			Zone 3-17 Total	**$ 1,597,125**	

*Street Tree Pruning is for an estimated pruning schedule of once every 7 years. This line item is for the pruning of the trees only, not full replacement.

Maximum assessment is: $180.00/EDU
FY 2020-21 Assessments @ $180.00/EDU
130.00 EDUs
Levy Code M8

COST ESTIMATE/ANNUAL BUDGET FOR Zone 3-18 Country Place		
	Estimated FY 2019-20	Proposed FY 2020-21
ESTIMATED BEGINNING FUND BALANCE	($73,710)	($74,226)
ESTIMATED REVENUES		
Annual Assessments	$23,400	$23,400
Interest Income	$0	$0
Other Sources (Zone 1 Contribution, Gas Tax, etc.)	$20,000	$20,000
TOTAL REVENUE AVAILABLE:	($30,310)	($30,826)
ESTIMATED EXPENDITURES		
Operating Expenses:		
Landscaping (including Nutmeg Park)*	($5,817)	($4,537)
Services & Supplies	($9,000)	($9,650)
Repairs & Maintenance	($28,004)	($28,004)
Rehabilitation/Capital Replacements	$0	$0
Incidental Expenses:		
Administration	($300)	($250)
Assessment Engineering	($447)	($610)
County Collection Fees	($349)	($349)
TOTAL EXPENDITURES:	($43,916)	($43,400)
RESERVES		
Retention for Operating Reserves (50% allowable)	$0	$0
Available for Capital Reserves	$0	$0
BALANCE FORWARD TO ENSUING YEAR	($74,226)	($74,226)

*Nutmeg Park is approximately $8,000/year to maintain. Zone 3-18 recieves a contribution from Zone 1 to cover the "community" portion of the park.

Subdivision	No. of Units	EDU Rate	No. of EDUs	Revenue
6968	42	1.00	42.00	$7,560
7640	49	1.00	49.00	$8,820
7946	35	1.00	35.00	$6,300
MS7-95	4	1.00	4.00	$720
Total	**130**		**130.00**	**$23,400**

ASSET LIFECYCLE REPLACEMENT PROGRAM FOR Zone 3-18 Assets Country Place					
PARK / SITE	ITEM	QUANTITY	REPLACEMENT COST PER UNIT	TOTAL REPLACEMENT COST	LIFE EXPECTENCY (Years)
Zone 3-18 Assets					
Streetscape (Landscape ROW and/or Medians) - includes hardscape, pumps, controllers, backflows, irrigation matrix, plants/trees, trash receptacles, etc.					
	Streetscape	2.50 acres	$ 300,000	$ 750,000	20 Years
	Street Tree Pruning	154 Trees	$ 75	$ 11,550	
			Subtotal	**$ 761,550**	
Nutmeg Park (opened 2007)	Ballards - pathway	3	$ 500	$ 1,500	10 Years
	B-B-Q	1	$ 600	$ 600	10 Years
	Benches	3	$ 1,200	$ 3,600	10 Years
	Basketball court	1	$ 30,000	$ 30,000	8 Years
	Play Equipment 2-5	1	$ 25,000	$ 25,000	8 Years
	Play Equipment 5-12	1	$ 70,000	$ 70,000	8 Years
	Shade Structure (cooltoppers)	1	$ 50,000	$ 50,000	8 Years
	Tables	4	$ 1,200	$ 4,800	10 Years
	Trash Receptacles	3	$ 1,200	$ 3,600	8 Years
			Subtotal	**$ 189,100**	
			Zone 3-18 Total	**$ 950,650**	

*Street Tree Pruning is for an estimated pruning schedule of once every 7 years. This line item is for the pruning of the trees only, not full replacement.

Maximum assessment is: $200.00/EDU
FY 2020-21 Assessments @ $200.00/EDU
438.00 EDUs
Levy Code NE

COST ESTIMATE/ANNUAL BUDGET FOR Zone 3-19 Laurel Crest	Estimated FY 2019-20	Proposed FY 2020-21
ESTIMATED BEGINNING FUND BALANCE	$128,873	$111,478
ESTIMATED REVENUES		
Annual Assessments	$87,600	$87,600
Interest Income	$2,250	$1,125
Other Sources (Zone 1 Contribution, Gas Tax, etc.)	$40,000	$70,000
TOTAL REVENUE AVAILABLE:	$258,723	$270,203
ESTIMATED EXPENDITURES		
Operating Expenses:		
Landscaping (including Nunn-Wilson Family Park & Basin)*	($33,333)	($12,481)
Services & Supplies	($38,000)	($38,000)
Repairs & Maintenance	($64,382)	($102,051)
Rehabilitation/Capital Replacements	$0	$0
Incidental Expenses:		
Administration	($10,500)	($5,000)
Assessment Engineering	($447)	($610)
County Collection Fees	($583)	($583)
TOTAL EXPENDITURES:	($147,245)	($158,725)
RESERVES		
Retention for Operating Reserves (50% allowable)	$73,622	$79,363
Available for Capital Reserves	$37,856	$32,116
BALANCE FORWARD TO ENSUING YEAR	$111,478	$111,478

*Nunn-Wilson Park is approximately $12,000/year to maintain. Zone 3-19 recieves a contribution from Zone 1 to cover the "community" portion of the park.

Subdivision	No. of Units	EDU Rate	No. of EDUs	Revenue
7630	95	1.00	95.00	$19,000
7657	74	1.00	74.00	$14,800
(Annexed FY01-02) 7658	38	1.00	38.00	$7,600
(Annexed FY01-02) 8656 Vacant Single Family	0	0.50	0.00	$0
(Annexed FY01-02) 8656 Single Family	6	1.00	6.00	$1,200
(Annexed FY01-02) 8168	55	1.00	55.00	$11,000
(Annexed FY01-02) 8169	55	1.00	55.00	$11,000
(Annexed November 13, 2001, FY02-03) 8403	72	1.00	72.00	$14,400
8440	9	1.00	9.00	$1,800
(Annexed January 12, 2004, FY04-05) 8655	34	1.00	34.00	$6,800
Total	**438**		**438.00**	**$87,600**

ASSET LIFECYCLE REPLACEMENT PROGRAM FOR Zone 3-19 Assets Laurel Crest					
PARK / SITE	ITEM	QUANTITY	REPLACEMENT COST PER UNIT	TOTAL REPLACEMENT COST	LIFE EXPECTENCY (Years)
Zone 3-19 Assets					
Streetscape (Landscape ROW and/or Medians) - includes hardscape, pumps, controllers, backflows, irrigation matrix, plants/trees, trash receptacles, etc.					
	Streetscape	3.50 acres	$ 300,000	$ 1,050,000	20 Years
	Street Tree Pruning	569 Trees	$ 75	$ 42,675	
			Subtotal	**$ 1,092,675**	
Nunn-Wilson Family Park (old Dewey & Laurel Crest)					
(opened 2008)	Adult Fitness	1	$ 50,000	$ 50,000	10 Years
	B-B-Q	1	$ 600	$ 600	10 Years
	Benches	3	$ 1,200	$ 3,600	10 Years
	Drinking Fountain	1	$ 3,000	$ 3,000	8 Years
	Play Equipment 2-5	1	$ 25,000	$ 25,000	8 Years
	Play Equipment 5-12	1	$ 70,000	$ 70,000	8 Years
	Tables	6	$ 1,200	$ 7,200	10 Years
	Water Play Area	1	$ 40,000	$ 40,000	10 Years
			Subtotal	**$ 199,400**	
			Zone 3-19 Total	**$ 1,292,075**	

*****Street Tree Pruning is for an estimated pruning schedule of once every 7 years. This line item is for the pruning of the trees only, not full replacement.

Maximum assessment is: $353.22/EDU
FY 2020-21 Assessments @ $353.22/EDU
288.00 EDUs
Levy Code NG

COST ESTIMATE/ANNUAL BUDGET FOR Zone 3-20 Marsh Creek Glenn		Estimated FY 2019-20	Proposed FY 2020-21
ESTIMATED BEGINNING FUND BALANCE		**$296,424**	**$299,105**
ESTIMATED REVENUES			
	Annual Assessments	$98,853	$101,727
	Interest Income	$5,400	$2,700
	Other Sources (Zone 1 Contribution, Gas Tax, etc.)	$0	$0
	TOTAL REVENUE AVAILABLE:	**$400,677**	**$403,533**
ESTIMATED EXPENDITURES			
Operating Expenses:			
	Landscaping (including Marsh Creek Glenn Park)	($32,333)	($60,325)
	Services & Supplies	($13,500)	($13,700)
	Repairs & Maintenance	($19,323)	($19,323)
	Rehabilitation/Capital Replacements (Bridge)	$0	$0
	Landscape Conversions/Renovations	$0	$0
Incidental Expenses:			
	Administration	($35,500)	($10,000)
	Assessment Engineering	($447)	($610)
	County Collection Fees	($469)	($469)
	TOTAL EXPENDITURES:	**($101,572)**	**($104,427)**
RESERVES			
	Retention for Operating Reserves (50% allowable)	$50,786	$52,214
	Available for Capital Reserves	$248,319	$246,892
BALANCE FORWARD TO ENSUING YEAR		**$299,105**	**$299,105**

CPI Information:	Date	Actual CPI	Increase	Rate
	June-01	190.90		$225.00
	February-15	254.91	2.53%	$300.44
	February-16	262.60	3.02%	$309.51
	February-17	271.63	3.44%	$320.15
	February-18	281.31	3.56%	$331.56
	February-19	291.23	3.53%	$343.25
	February-20	299.69	2.91%	$353.22

Subdivision	No. of Units	EDU Rate	No. of EDUs	Revenue
7689	104	1.00	104.00	$36,735
8391	94	1.00	94.00	$33,203
(Annexed September 9, 2002, FY03-04) 8504	12	1.00	12.00	$4,239
8648	26	1.00	26.00	$9,184
(Annexed June 14, 2004, FY04-05) 8727	27	1.00	27.00	$9,537
(Annexed November 8, 2004, FY05-06) 8765	25	1.00	25.00	$8,831
Total	**288**		**288.00**	**$101,727**

ASSET LIFECYCLE REPLACEMENT PROGRAM FOR Zone 3-20 Assets Marsh Creek Glenn					
PARK / SITE	ITEM	QUANTITY	REPLACEMENT COST PER UNIT	TOTAL REPLACEMENT COST	LIFE EXPECTENCY (Years)
Zone 3-20 Assets					
Streetscape (Landscape ROW and/or Medians) - includes hardscape, pumps, controllers, backflows, irrigation matrix, plants/trees, trash receptacles, etc.					
	Streetscape	0.50 acres	$ 300,000	$ 150,000	20 Years
	Street Tree Pruning	65 Trees	$ 75	$ 4,875	
			Subtotal	**$ 154,875**	
Marsh Creek Glenn Park					
(opened 2001)	B-B-Q	2	$ 600	$ 1,200	10 Years
	Benches	4	$ 1,200	$ 4,800	10 Years
	Drinking Fountain	1	$ 3,000	$ 3,000	8 Years
	Play Equipment 2-5	1	$ 25,000	$ 25,000	8 Years
	Tables	7	$ 1,200	$ 8,400	10 Years
	Trash Receptacles	2	$ 1,200	$ 2,400	8 Years
			Subtotal	**$ 44,800**	
			Zone 3-20 Total	**$ 199,675**	

*Street Tree Pruning is for an estimated pruning schedule of once every 7 years. This line item is for the pruning of the trees only, not full replacement.

Maximum assessment is: $310.24/EDU **Zone 3-21**
FY 2020-21 Assessments @ $310.24/EDU
103.00 EDUs
Maximum assessment is: $1,052.60/EDU **Zone 3-21A**
FY 2020-21 Assessments @ $1,052.60/EDU
1.00 EDUs
Levy Code N9

COST ESTIMATE/ANNUAL BUDGET FOR Zone 3-21 Quail Glen	Estimated FY 2019-20	Proposed FY 2020-21
ESTIMATED BEGINNING FUND BALANCE	**$92,718**	**$93,547**
ESTIMATED REVENUES		
Annual Assessments	$32,075	$33,007
Interest Income	$1,750	$875
Other Sources (Zone 1 Contribution, Gas Tax, etc.)	$0	$0
TOTAL REVENUE AVAILABLE:	**$126,543**	**$127,429**
ESTIMATED EXPENDITURES		
Operating Expenses:		
Landscaping	($10,054)	($10,152)
Services & Supplies	($6,000)	($6,900)
Repairs & Maintenance	($12,766)	($12,641)
Rehabilitation/Capital Replacements	$0	$0
Incidental Expenses:		
Administrationg	($3,150)	($3,000)
Assessment Engineering	($447)	($610)
County Collection Fees	($579)	($579)
TOTAL EXPENDITURES:	**($32,996)**	**($33,882)**
RESERVES		
Retention for Operating Reserves (50% allowable)	$16,498	$16,941
Available for Capital Reserves	$77,049	$76,606
BALANCE FORWARD TO ENSUING YEAR	**$93,547**	**$93,547**

CPI Information:

Date	Actual CPI	Increase	Rate 3-21	Rate 3-21A
June-02	193.20		$200.00	
February-15	254.91	2.53%	$263.88	$895.32
February-16	262.60	3.02%	$271.84	$922.33
February-17	271.63	3.44%	$281.19	$954.03
February-18	281.31	3.56%	$291.21	$988.04
February-19	291.23	3.53%	$301.48	$1,022.88
February-20	299.69	2.91%	$310.24	$1,052.60

Subdivision	No. of Units	EDU Rate	No. of EDUs	Revenue
7359	36	1.00	36.00	$11,169
(Annexed September 2002, FY03-04) 7235	13	1.00	13.00	$4,033
(Annexed September 2002, FY03-04) 7358	43	1.00	43.00	$13,340
(Annexed September 2002, FY03-04) 7467	11	1.00	11.00	$3,413
Total	**103**		**103.00**	**$31,955**

Subdivision	No. of Units	EDU Rate	No. of EDUs	Revenue
(Annexed July 2015, FY15-16) Sedel	1	1.00	1.00	$1,053
Total	**1**		**1.00**	**$1,053**

ASSET LIFECYCLE REPLACEMENT PROGRAM FOR Zone 3-21 Quail Glen					
PARK / SITE	ITEM	QUANTITY	REPLACEMENT COST PER UNIT	TOTAL REPLACEMENT COST	LIFE EXPECTENCY (Years)
Zone 3-21 Assets					
Streetscape (Landscape ROW and/or Medians) - includes hardscape, pumps, controllers, backflows, irrigation matrix, plants/trees, trash receptacles, etc.					
	Streetscape	2.00 acres	$ 300,000	$ 600,000	20 Years
	Street Tree Pruning	58 Trees	$ 75	$ 4,350	
			Zone 3-21 Total	**$ 604,350**	

*****Street Tree Pruning is for an estimated pruning schedule of once every 7 years. This line item is for the pruning of the trees only, not full replacement.

Maximum assessment is: $493.36/EDU
FY 2020-21 Assessments @ $493.36/EDU
589.00 EDUs
Levy Code L3

COST ESTIMATE/ANNUAL BUDGET FOR Zone 3-22 Cypress Grove	Estimated FY 2019-20	Proposed FY 2020-21
ESTIMATED BEGINNING FUND BALANCE	**$652,370**	**$670,810**
ESTIMATED REVENUES		
Annual Assessments	$282,379	$290,589
Interest Income	$11,500	$5,750
Other Sources (Zone 1 Contribution, Gas Tax, etc.)	$10,000	$10,000
TOTAL REVENUE AVAILABLE:	**$956,249**	**$977,149**
ESTIMATED EXPENDITURES		
Operating Expenses:		
Landscaping (including Briarwood Park & Detention Pond & Buffer)	($51,096)	($83,833)
Cypress Grove Park*	($37,975)	($37,975)
Services & Supplies	($18,000)	($17,000)
Repairs & Maintenance	($116,259)	($116,259)
Rehabilitation/Capital Replacements	$0	$0
Incidental Expenses:		
Administration	($61,000)	($50,000)
Assessment Engineering	($447)	($610)
County Collection Fees	($662)	($662)
TOTAL EXPENDITURES:	**($285,439)**	**($306,339)**
RESERVES		
Retention for Operating Reserves (50% allowable)	$142,719	$153,170
Available for Capital Reserves	$528,091	$517,641
BALANCE FORWARD TO ENSUING YEAR	**$670,810**	**$670,810**

*Cypress Grove Park is approximately $53,000/year to maintain. Zone 3-22 recieves a contribution from Zone 1 to cover the "community" portion of the park.

CPI Information:	Date	Actual CPI	Increase	Rate
	April-06	208.90		$343.90
	February-15	254.91	2.53%	$419.64
	February-16	262.60	3.02%	$432.30
	February-17	271.63	3.44%	$447.16
	February-18	281.31	3.56%	$463.10
	February-19	291.23	3.53%	$479.43
	February-20	299.69	2.91%	$493.36

Subdivision	No. of Units	EDU Rate	No. of EDUs	Revenue
8678	100	1.00	100.00	$49,336
8679	201	1.00	201.00	$99,165
8680	240	1.00	240.00	$118,406
Courtyards	96	0.50	48.00	$23,681
Total	**637**		**589.00**	**$290,589**

ASSET LIFECYCLE REPLACEMENT PROGRAM FOR Zone 3-22 Cypress Grove					
PARK / SITE	ITEM	QUANTITY	REPLACEMENT COST PER UNIT	TOTAL REPLACEMENT COST	LIFE EXPECTENCY (Years)
Zone 3-22 Assets					
Streetscape (Landscape ROW and/or Medians) - includes hardscape, pumps, controllers, backflows, irrigation matrix, plants/trees, trash receptacles, etc.					
	Streetscape	4.00 acres	$ 300,000	$ 1,200,000	20 Years
	Street Tree Pruning	1,467 Trees	$ 75	$ 110,025	
			Subtotal	**$ 1,310,025**	
Cypress Grove Park					
(opened 2008)	B-B-Q	4	$ 600	$ 2,400	10 Years
	Benches	5	$ 1,920	$ 9,600	10 Years
	Drinking Fountain	2	$ 3,000	$ 6,000	8 Years
	Light poles	3	$ 3,000	$ 9,000	8 Years
	Play Equipment 2-5	1	$ 25,000	$ 25,000	8 Years
	Play Equipment 5-12	1	$ 70,000	$ 70,000	8 Years
	Tables	12	$ 1,200	$ 14,400	10 Years
	Trash Receptacles	4	$ 1,200	$ 4,800	8 Years
			Subtotal	**$ 141,200**	
Briarwood (old Cypress Grove 2 Acre Park)					
(opened 2007)	B-B-Q	2	$ 600	$ 1,200	10 Years
	Benches	5	$ 1,200	$ 6,000	10 Years
	Drinking Fountain	2	$ 3,000	$ 6,000	8 Years
	Play Equipment 5-12	1	$ 70,000	$ 70,000	8 Years
	Tables	6	$ 1,200	$ 7,200	10 Years
	Trash Receptacles	2	$ 1,200	$ 2,400	8 Years
			Subtotal	**$ 92,800**	
Cypress Grove Pond Landscaping					
(opened 2007)				$ -	
			Subtotal	**$ -**	
Cypress Trail					
	Ballards - pathway	18	$ 500	$ 9,000	10 Years
			Subtotal	**$ 9,000**	
Cypress Road ROW					
	Island Fence & Pillars	40	$ 12,500	$ 500,000	10 Years
	East Cypress Rd and Picasso Dr - 6' Fencing	1	$ 100,000	$ 100,000	15 Years
			Subtotal	**$ 600,000**	
			Zone 3-22 Total	**$ 2,153,025**	

*Street Tree Pruning is for an estimated pruning schedule of once every 7 years. This line item is for the pruning of the trees only, not full replacement.

Maximum assessment is: $571.82/EDU
FY 2020-21 Assessments @ $571.82/EDU
735.00 EDUs
Levy Code L6

COST ESTIMATE/ANNUAL BUDGET FOR Zone 3-23 South Oakley	Estimated FY 2019-20	Proposed FY 2020-21
ESTIMATED BEGINNING FUND BALANCE	**$417,128**	**$428,768**
ESTIMATED REVENUES		
Annual Assessments	$408,425	$420,288
Interest Income	$7,000	$3,500
Other Sources (Zone 1 Contribution, Gas Tax, etc.)	$10,000	$10,000
TOTAL REVENUE AVAILABLE:	**$842,553**	**$862,555**
ESTIMATED EXPENDITURES		
Operating Expenses:		
Landscaping (including Live Oak Ranch, Simoni Ranch, Riata & Heartwood Parks)	($98,749)	($127,688)
Shady Oak Park*	($22,050)	($22,050)
Rose/Carpenter Park*	($30,604)	($30,604)
Services & Supplies	($89,000)	($89,000)
Repairs & Maintenance	($110,520)	($112,920)
Rehabilitation/Capital Replacements	$0	$0
Landscape Conversions/Renovations	$0	$0
Incidental Expenses:		
Administration	($61,500)	($50,000)
Assessment Engineering	($447)	($610)
County Collection Fees	($916)	($916)
TOTAL EXPENDITURES:	**($413,785)**	**($433,788)**
RESERVES		
Retention for Operating Reserves (50% allowable)	$206,893	$216,894
Available for Capital Reserves	$221,875	$211,874
BALANCE FORWARD TO ENSUING YEAR	**$428,768**	**$428,768**

*Shady Oak Park is approximately $35,000/year to maintain. Zone 3-23 recieves a contribution from Zone 1 to cover the "community" portion of the park.

*Rose/Carpenter Park is approximately $52,765/year to maintain. Zone 3-23 recieves a contribution from Zone 1 to cover the "community" portion of the park.

CPI Information:	Date	Actual CPI	Increase	Rate
	April-06	208.90		$398.60
	February-15	254.91	2.53%	$486.38
	February-16	262.60	3.02%	$501.06
	February-17	271.63	3.44%	$518.28
	February-18	281.31	3.56%	$536.75
	February-19	291.23	3.53%	$555.68
	February-17	299.69	2.91%	$571.82

Subdivision	No. of Units	EDU Rate	No. of EDUs	Revenue
7662 - VSFR	82	0.50	41.00	$23,445
7662 - SFR	0	1.00	0.00	$0
8760 - VSFR	133	0.50	66.50	$38,026
8760 - SFR	0	1.00	0.00	$0
7681 - SFR	40	1.00	40.00	$22,873
8541 - SFR	354	1.00	354.00	$202,424
(Anx July 9, 2007, FY07-08) 8530 - SFR	110	1.00	110.00	$62,900
(Anx July 9, 2007, FY07-08) 8734 - VSFR	26	0.50	13.00	$7,434
(Anx July 9, 2007, FY07-08) 8734 - SFR	0	1.00	0.00	$0
(Anx July 9, 2007, FY07-08) 8736 - VSFR	42	0.50	21.00	$12,008
(Anx July 9, 2007, FY07-08) 8736 - SFR	0	1.00	0.00	$0
(Anx July 9, 2007, FY07-08) 8916 - SFR	41	1.00	41.00	$23,445
(Anx July 9, 2007, FY07-08) 8981 - SFR	17	1.00	17.00	$9,721
(FY17-18) 9183 - AG	1	1.50	1.50	$858
(Anx Aug 9, 2011, FY11-12) 9183 - SFR	10	1.00	10.00	$5,718
(Anx July 2015, FY15-16) 9104 - SFR	20	1.00	20.00	$11,436
Total	**876**		**735.00**	**$420,288**

ASSET LIFECYCLE REPLACEMENT PROGRAM FOR Zone 3-23 South Oakley					
PARK / SITE	ITEM	QUANTITY	REPLACEMENT COST PER UNIT	TOTAL REPLACEMENT COST	LIFE EXPECTENCY (Years)
Zone 3-23 Assets					
Streetscape (Landscape ROW and/or Medians) - includes hardscape, pumps, controllers, backflows, irrigation matrix plants/trees, trash receptacles, etc.					
	Streetscape	6.00 acres	$ 300,000	$ 1,800,000	20 Years
	Street Tree Pruning	1,081 Trees	$ 75	$ 81,075	
			Subtotal	**$ 1,881,075**	
Live Oak Ranch Park (opened 2007)	Benches		$ 500	$ -	10 Years
	Drinking Fountain		$ 2,000	$ -	8 Years
	Light poles		$ 3,000	$ -	10 Years
	Monument sign		$ 4,000	$ -	12 Years
	Picnic Tables		$ 1,000	$ -	10 Years
	Trash Receptacles		$ 600	$ -	8 Years
	Well Pump/electrical		$ 75,000	$ -	10 Years
			Subtotal	**$ -**	
Simoni Ranch Park (opened 2007)	Ballards- lights	7	$ 2,700	$ 18,900	8 Years
	Benches	6	$ 1,200	$ 7,200	10 Years
	Fencing (Gehringer)		$ 20,000	$ 20,000	15 Years
	Trash Receptacles	2	$ 1,200	$ 2,400	8 Years
			Subtotal	**$ 48,500**	
Heartwood Park (opened 2008)	Benches	7	$ 1,200	$ 8,400	10 Years
	Light poles	3	$ 3,000	$ 9,000	8 Years
	Monument sign	2	$ 9,000	$ 18,000	8 Years
	Pylaster	1	$ -	$ -	8 Years
	Play Equipment 5-12	1	$ 70,000	$ 70,000	8 Years
	Shade Structure (trellis)	1	$ 50,000	$ 50,000	8 Years
	Tables	2	$ 1,200	$ 2,400	10 Years
	Trash Receptacles	3	$ 1,200	$ 3,600	8 Years
			Subtotal	**$ 161,400**	
Riata Park (opened 2007)	Ballards - pathway	1	$ 500	$ 500	10 Years
	Benches	4	$ 1,200	$ 4,800	10 Years
	Light poles	3	$ 3,000	$ 9,000	8 Years
	Play Equipment 5-12	1	$ 70,000	$ 70,000	8 Years
	Shade Structure (trellis)	1	$ 50,000	$ 50,000	8 Years
	Tables	3	$ 1,200	$ 3,600	10 Years
	Trash Receptacles	4	$ 1,200	$ 4,800	8 Years
			Subtotal	**$ 142,700**	
Shady Oak Park (opened 2008)	Basketball Half-Court	1	$ 20,000	$ 20,000	15 Years
	Ball Diamond Backstop	1	$ 35,000	$ 35,000	15 Years
	Bocce Ball Court	1	$ 4,000	$ 4,000	10 Years
	Benches	8	$ 500	$ 4,000	10 Years
	Drinking Fountain	1	$ 2,000	$ 2,000	8 Years
	Light poles	3	$ 3,000	$ 9,000	10 Years
	Monument sign	1	$ 4,000	$ 4,000	12 Years
	Play Equipment 5-12	1	$ 100,000	$ 100,000	10 Years
	Picnic Tables	7	$ 1,000	$ 7,000	10 Years
	Trash Receptacles	8	$ 600	$ 4,800	8 Years
	Well Pump/electrical	1	$ 75,000	$ 75,000	10 Years
			Subtotal	**$ 264,800**	
Rose/Carpenter Park (future)	Basketball Half-Court		$ 20,000	$ -	15 Years
	Ball Diamond Backstop		$ 35,000	$ -	15 Years
	Bocce Ball Court		$ 4,000	$ -	10 Years
	Benches		$ 500	$ -	10 Years
	Drinking Fountain		$ 2,000	$ -	8 Years
	Light poles		$ 3,000	$ -	10 Years
	Monument sign		$ 4,000	$ -	12 Years
	Play Equipment 5-12		$ 100,000	$ -	10 Years
	Picnic Tables		$ 1,000	$ -	10 Years
	Trash Receptacles		$ 600	$ -	8 Years
	Well Pump/electrical		$ 75,000	$ -	10 Years
			Subtotal	**$ -**	
			Zone 3-23 Total	**$ 2,498,475**	

*Street Tree Pruning is for an estimated pruning schedule of once every 7 years. This line item is for the pruning of the trees only, not full replacement.

Maximum assessment is: $858.94/EDU
FY 2020-21 Assessments @ $341.34/EDU
171.50 EDUs
Levy Code L9

COST ESTIMATE/ANNUAL BUDGET FOR Zone 3-24 Reserve/Stonecreek	Estimated FY 2019-20	Proposed FY 2020-21
ESTIMATED BEGINNING FUND BALANCE	**$274,327**	**$282,951**
ESTIMATED REVENUES		
Annual Assessments	$58,540	$58,540
Interest Income	$3,800	$1,900
Other Sources (Zone 1 Contribution, Gas Tax, etc.)	$0	$0
TOTAL REVENUE AVAILABLE:	**$336,667**	**$343,391**
ESTIMATED EXPENDITURES		
Operating Expenses:		
Landscaping	($28,151)	($34,886)
Stonecreek Park (future)	$0	$0
Teton Road Park* (future)	$0	$0
Services & Supplies	($6,500)	($6,500)
Repairs & Maintenance	($8,064)	($8,064)
Rehabilitation/Capital Replacements	$0	$0
Incidental Expenses:		
Administration	($10,175)	($10,000)
Assessment Engineering	($447)	($610)
County Collection Fees	($379)	($379)
TOTAL EXPENDITURES:	**($53,716)**	**($60,440)**
RESERVES		
Retention for Operating Reserves (50% allowable)	$26,858	$30,220
Available for Capital Reserves	$256,093	$252,731
BALANCE FORWARD TO ENSUING YEAR	**$282,951**	**$282,951**

*Teton Road Park is approximately $53,000/year to maintain.

CPI Information:	Date	Actual CPI	Increase	Rate
	April-06	208.90		$598.73
	February-15	254.91	2.53%	$730.60
	February-16	262.60	3.02%	$752.64
	February-17	271.63	3.44%	$778.51
	February-18	281.31	3.56%	$806.26
	February-19	291.23	3.53%	$834.69
	February-20	299.69	2.91%	$858.94

Subdivision	No. of Units	EDU Rate	No. of EDUs	Revenue
8737 - SFR	58	1.00	58.00	$19,798
8973 - VSFR	3	1.50	4.50	$1,536
8973 - SFR	0	1.00	0.00	$0
8994 - VSFR	0	0.50	0.00	$0
8994 - SFR	109	1.00	109.00	$37,206
Total	**170**		**171.50**	**$58,540**

ASSET LIFECYCLE REPLACEMENT PROGRAM FOR Zone 3-24 Assets Reserve/Stonecreek					
PARK / SITE	ITEM	QUANTITY	REPLACEMENT COST PER UNIT	TOTAL REPLACEMENT COST	LIFE EXPECTENCY (Years)
Zone 3-24 Assets					
Streetscape (Landscape ROW and/or Medians) - includes hardscape, pumps, controllers, backflows, irrigation matrix, plants/trees, trash receptacles, etc.					
	Streetscape	4.00 acres	$ 300,000	$ 1,200,000	20 Years
	Street Tree Pruning	2 Trees	$ 75	$ 150	
			Subtotal	**$ 1,200,150**	
Stonecreek Detention Pond Buffer					
(future)	Ballards - pathway		$ 500	$ -	10 Years
	Ballards- lights		$ 2,700	$ -	8 Years
	Banner poles		$ 335	$ -	8 Years
	B-B-Q		$ 600	$ -	10 Years
	Benches		$ 1,200	$ -	10 Years
	Drinking Fountain		$ 3,000	$ -	8 Years
	Light poles		$ 3,000	$ -	8 Years
	Play Equipment 2-5		$ 25,000	$ -	8 Years
	Play Equipment 5-12		$ 70,000	$ -	8 Years
	Shade Structure (trellis)		$ 50,000	$ -	8 Years
	Tables		$ 1,200	$ -	10 Years
	Trash Receptacles		$ 1,200	$ -	8 Years
			Subtotal	**$ -**	
Teton Road Park					
(future)	Ballards - pathway		$ 500	$ -	10 Years
	Ballards- lights		$ 2,700	$ -	8 Years
	Banner poles		$ 335	$ -	8 Years
	B-B-Q		$ 600	$ -	10 Years
	Benches		$ 1,200	$ -	10 Years
	Drinking Fountain		$ 3,000	$ -	8 Years
	Light poles		$ 3,000	$ -	8 Years
	Play Equipment 2-5		$ 25,000	$ -	8 Years
	Play Equipment 5-12		$ 70,000	$ -	8 Years
	Shade Structure (trellis)		$ 50,000	$ -	8 Years
	Tables		$ 1,200	$ -	10 Years
	Trash Receptacles		$ 1,200	$ -	8 Years
			Subtotal	**$ -**	
			Zone 3-24 Total	**$ 1,200,150**	

*****Street Tree Pruning is for an estimated pruning schedule of once every 7 years. This line item is for the pruning of the trees only, not full replacement.

Maximum assessment is: $1,577.35/EDU
FY 2020-21 Assessments @ $1,365.37/EDU
554.66 EDUs
Levy Code NZ

COST ESTIMATE/ANNUAL BUDGET FOR Zone 3-25 Magnolia Park	Estimated FY 2019-20	Proposed FY 2020-21
ESTIMATED BEGINNING FUND BALANCE	**$1,779,162**	**$1,889,087**
ESTIMATED REVENUES		
Annual Assessments	$757,313	$757,319
Interest Income	$33,000	$16,500
Other Sources (Zone 1 Contribution, Gas Tax, etc.)	$10,000	$10,000
TOTAL REVENUE AVAILABLE:	**$2,579,475**	**$2,672,906**
ESTIMATED EXPENDITURES		
Operating Expenses:		
Landscaping (including Novarina Trail Pk & Daffodil Pk)	($45,000)	($66,226)
Magnolia Community Park*	($215,634)	($266,676)
Services & Supplies	($124,500)	($123,000)
Repairs & Maintenance	($176,637)	($176,637)
Rehabilitation/Capital Replacements	$0	$0
Landscape Conversions/Renovations	$0	$0
Incidental Expenses:		
Administration	($127,500)	($150,000)
Assessment Engineering	($447)	($610)
County Collection Fees	($670)	($670)
TOTAL EXPENDITURES:	**($690,388)**	**($783,819)**
RESERVES		
Retention for Operating Reserves (50% allowable)	$345,194	$391,909
Available for Capital Reserves	$1,543,893	$1,497,178
BALANCE FORWARD TO ENSUING YEAR	**$1,889,087**	**$1,889,087**

*Magnolia Park is approximately $25,000/year to maintain. Zone 3-25 recieves a contribution from Zone 1 to cover the "community" portion of the park.

CPI Information:	Date	Actual CPI	Increase	Rate
	June-06	209.10		$1,100.55
	February-15	254.91	2.53%	$1,341.66
	February-16	262.60	3.02%	$1,382.14
	February-17	271.63	3.44%	$1,429.64
	February-18	281.31	3.56%	$1,480.60
	February-19	291.23	3.53%	$1,532.81
	February-20	299.69	2.91%	$1,577.35

Subdivision	No. of Units or Acreage	EDU Rate	No. of EDUs	Revenue
8731 - SFR	388	1.00	388.00	$529,764
COM - IMP	9.92	1.00	3.00	$4,096
REMAINDER COM	0.86	1.00	1.00	$1,365
REMAINDER COM - VAC	0.17	0.50	0.50	$683
REMAINDER COM	0.64	1.00	1.00	$1,365
(Anx Aug 9, 2011, FY11-12) 9199 - SFR	43	1.00	43.00	$58,711
(Anx Aug 9, 2011, FY11-12) 9274 - SFR	117	1.00	117.00	$159,748
REMAINDER - SCHOOL	1.16	1.00	1.16	$1,587
Total	**561**		**554.66**	**$757,319**

ASSET LIFECYCLE REPLACEMENT PROGRAM FOR Zone 3-25 Magnolia Park					
PARK / SITE	ITEM	QUANTITY	REPLACEMENT COST PER UNIT	TOTAL REPLACEMENT COST	LIFE EXPECTENCY (Years)
Zone 3-25 Assets					
Streetscape (Landscape ROW and/or Medians) - includes hardscape, pumps, controllers, backflows, irrigation matrix, plants/trees, trash receptacles, etc.					
	Streetscape	6.00 acres	$ 300,000	$ 1,800,000	20 Years
	Street Tree Pruning	1,235 Trees	$ 75	$ 92,625	
			Subtotal	**$ 1,892,625**	
Magnolia Park (Parcel D)					
(opened 2008)	Ballards - pathway	2	$ 500	$ 1,000	10 Years
	Basketball ct/skate area	1	$ -	$ -	8 Years
	Monument sign	1	$ 9,000	$ 9,000	10 Years
	Benches(8) + dugout benches(2)	10	$ 1,200	$ 12,000	10 Years
	Drinking Fountain	1	$ 3,000	$ 3,000	8 Years
	Well Pumps/Electric for Irrigation	1	$ 75,000	$ 75,000	8 Years
	Well Redrilling for irrigation water	1	$ 100,000	$ 100,000	50 Years
	Light poles	5	$ 3,000	$ 15,000	8 Years
	Play Equipment 2-5	1	$ 25,000	$ 25,000	8 Years
	Play Equipment 5-12	1	$ 70,000	$ 70,000	8 Years
	Shade Structure (cooltoppers)	4	$ 50,000	$ 200,000	8 Years
	Tables	4	$ 1,200	$ 4,800	10 Years
	Trash Receptacles	5	$ 1,200	$ 6,000	8 Years
			Subtotal	**$ 520,800**	
Novarina Trail Park (Parcel E & F)					
(opened 2008)	Ballards - pathway	5	$ 500	$ 2,500	10 Years
	Benches	4	$ 1,200	$ 4,800	10 Years
	Drinking Fountain	1	$ 3,000	$ 3,000	8 Years
	Play Equipment 5-12	1	$ 70,000	$ 70,000	8 Years
	Shade Structure (cooltoppers)	3	$ 50,000	$ 150,000	8 Years
	Tables	6	$ 1,200	$ 7,200	10 Years
	Trash Receptacles	4	$ 1,200	$ 4,800	8 Years
			Subtotal	**$ 242,300**	
Daffodil Park (Parcel G)					
(opened 2009)	Ballards - pathway	2	$ 500	$ 1,000	10 Years
	Benches	5	$ 1,200	$ 6,000	10 Years
	Drinking Fountain	1	$ 3,000	$ 3,000	8 Years
	Play Equipment 5-12	1	$ 70,000	$ 70,000	8 Years
	Shade Structure (cooltoppers)	1	$ 50,000	$ 50,000	8 Years
	Tables	2	$ 1,200	$ 2,400	10 Years
	Trash Receptacles	4	$ 1,200	$ 4,800	8 Years
			Subtotal	**$ 137,200**	
			Zone 3-25 Total	**$ 2,792,925**	

*Street Tree Pruning is for an estimated pruning schedule of once every 7 years. This line item is for the pruning of the trees only, not full replacement.

Maximum assessment is: $2,065.94/EDU
FY 2020-21 Assessments @ $693.00/EDU
632.37 EDUs
Levy Code N3

COST ESTIMATE/ANNUAL BUDGET FOR Zone 3-26 Summer Lake South	Estimated FY 2019-20	Proposed FY 2020-21
ESTIMATED BEGINNING FUND BALANCE	$904,454	$1,022,571
ESTIMATED REVENUES		
Annual Assessments	$438,425	$438,232
Interest Income	$16,425	$8,200
Other Sources (Zone 1 Contribution, Gas Tax, etc.)	$25,000	$25,000
TOTAL REVENUE AVAILABLE:	$1,384,304	$1,494,004
ESTIMATED EXPENDITURES		
Operating Expenses:		
Landscaping (including Lakewood, Manresa, & Sycamore Park)*	($30,000)	($209,455)
Summer Lake Park**	$0	$0
Services & Supplies	($58,500)	($62,500)
Repairs & Maintenance	($145,558)	($148,139)
Rehabilitation/Capital Replacements	$0	$0
Landscape Conversions/Renovations	$0	$0
Incidental Expenses:		
Administration	($126,500)	($50,000)
Assessment Engineering	($447)	($610)
County Collection Fees	($728)	($728)
TOTAL EXPENDITURES:	($361,733)	($471,432)
RESERVES		
Retention for Operating Reserves (50% allowable)	$180,866	$235,716
Available for Capital Reserves	$841,705	$786,855
BALANCE FORWARD TO ENSUING YEAR	$1,022,571	$1,022,571

*It is assumed the City of Oakley maintains the Park areas and the Homeowner's Association maintains streetscape.
**Summerk Lake Park is approximately $140,000/year to maintain. Zone 3-26 recieves a contribution from Zone 1 to cover the "community" portion of the park.

CPI Information:	Date	Actual CPI	Increase	Rate
	June-05	201.20		$1,353.53
	February-15	254.91	2.53%	$1,757.25
	February-16	262.60	3.02%	$1,810.26
	February-17	271.63	3.44%	$1,872.48
	February-18	281.31	3.56%	$1,939.23
	February-19	291.23	3.53%	$2,007.60
	February-20	299.69	2.91%	$2,065.94

Subdivision	No. of Units or Acreage	EDU Rate	No. of EDUs	Revenue
8900 - SFR	196	1.00	196.00	$135,828
8955 - VSFR	13	0.50	0.50	$347
8955 - SFR	290	1.00	291.00	$201,663
7562 - VSFR	0	0.50	0.00	$0
7562 - SFR	138	1.00	138.00	$95,634
School - VAC	10.00		3.00	$2,079
School - IMP	0.00	1.00	0.00	$0
Canoe Club - INST	2.54	1.00	2.54	$1,760
HOA Daycare - INST	1.33	1.00	1.33	$922
Total	650.87		632.37	$438,232

ASSET LIFECYCLE REPLACEMENT PROGRAM FOR Zone 3-26 Assets Summer Lake South					
PARK / SITE	ITEM	QUANTITY	REPLACEMENT COST PER UNIT	TOTAL REPLACEMENT COST	LIFE EXPECTENCY (Years)
Zone 3-26 Assets					
Streetscape (Landscape ROW and/or Medians) - includes hardscape, pumps, controllers, backflows, irrigation matrix, plants/trees, trash receptacles, etc.					
	Streetscape	0.00 acres	$ 300,000	$ -	20 Years
	Street Tree Pruning in Parks	510 Trees	$ 75	$ 38,250	7 Years
			Subtotal	**$ 38,250**	
Summer Lake Park					
(opened 2008)	Ballards - pathway	14	$ 500	$ 7,000	10 Years
	B-B-Q	6	$ 600	$ 3,600	10 Years
	Benches	41	$ 1,200	$ 49,200	10 Years
	Drinking Fountain	1	$ 3,000	$ 3,000	8 Years
	Play Equipment 2-5	1	$ 25,000	$ 25,000	8 Years
	Play Equipment 5-12	1	$ 70,000	$ 70,000	8 Years
	Restroom	1	$ 100,000	$ 100,000	20 Years
	Shade Structure (cooltoppers)	3	$ 50,000	$ 150,000	8 Years
	Tables	38	$ 1,200	$ 45,600	10 Years
	Trash Receptacles	11	$ 1,200	$ 13,200	8 Years
			Subtotal	**$ 466,600**	
Lakewood Park					
(opened 2009)	Ballards - pathway	5	$ 500	$ 2,500	10 Years
	Benches	3	$ 1,200	$ 3,600	10 Years
	Drinking Fountain	1	$ 3,000	$ 3,000	8 Years
	Play Equipment 2-5	1	$ 25,000	$ 25,000	8 Years
	Play Equipment 5-12	1	$ 70,000	$ 70,000	8 Years
	Shade Structure (cooltoppers)	3	$ 50,000	$ 150,000	8 Years
	Tables	2	$ 1,200	$ 2,400	10 Years
	Trash Receptacles	3	$ 1,200	$ 3,600	8 Years
			Subtotal	**$ 260,100**	
Manresa Park					
(opened 2009)	Ballards - pathway	7	$ 500	$ 3,500	10 Years
	Benches	3	$ 1,200	$ 3,600	10 Years
	Tables	2	$ 1,200	$ 2,400	10 Years
	Trash Receptacles	2	$ 1,200	$ 2,400	8 Years
			Subtotal	**$ 11,900**	
Sycamore Park					
(opened 2009)	Ballards - pathway	2	$ 500	$ 1,000	10 Years
	Benches	2	$ 1,200	$ 2,400	10 Years
	Trash Receptacles	2	$ 1,200	$ 2,400	8 Years
			Subtotal	**$ 5,800**	
Lakeside Park					
(opened 2014)	Ballards - pathway	25	$ 500	$ 12,500	10 Years
	Bike Rack	1	$ 300	$ 300	10 Years
	Benches	3	$ 1,200	$ 3,600	10 Years
	Drinking Fountain	1	$ 3,000	$ 3,000	8 Years
	Play Equipment 2-5	1	$ 25,000	$ 25,000	8 Years
	Play Equipment 5-12	1	$ 70,000	$ 70,000	8 Years
	Shade Structure	1	$ 50,000	$ 50,000	8 Years
	Tables	3	$ 1,200	$ 3,600	10 Years
	Trash Receptacles	2	$ 1,200	$ 2,400	8 Years
			Subtotal	**$ 170,400**	
Leeward Park					
(opened 2014)	Ballards - pathway	3	$ 500	$ 1,500	10 Years
	Benches	2	$ 1,200	$ 2,400	10 Years
	Fitness Equipment	3	$ 5,000	$ 15,000	8 Years
	Tables	2	$ 1,200	$ 2,400	10 Years
	Trash Receptacles	1	$ 1,200	$ 1,200	8 Years
			Subtotal	**$ 22,500**	
North Lakeside Park					
(future)	Ballards - pathway		$ 500	$ -	10 Years
	Benches		$ 1,200	$ -	10 Years
	Drinking Fountain		$ 3,000	$ -	8 Years
	Play Equipment 5-12		$ 70,000	$ -	8 Years
	Shade Structure (cooltoppers)		$ 50,000	$ -	8 Years
	Tables		$ 1,200	$ -	10 Years
	Trash Receptacles		$ 1,200	$ -	8 Years
			Subtotal	**$ -**	
Greenbelt					
(future)	Ballards - pathway		$ 500	$ -	10 Years
	Benches		$ 1,200	$ -	10 Years
	Drinking Fountain		$ 3,000	$ -	8 Years
	Play Equipment 5-12		$ 70,000	$ -	8 Years
	Shade Structure (cooltoppers)		$ 50,000	$ -	8 Years
	Tables		$ 1,200	$ -	10 Years
	Trash Receptacles		$ 1,200	$ -	8 Years
			Subtotal	**$ -**	
			Zone 3-26 Total	**$ 975,550**	

*Street Tree Pruning is for an estimated pruning schedule of once every 7 years. This line item is for the pruning of the trees only, not full replacement.

APPENDIX C

BENEFIT ZONE 2
STREET LIGHTING

EQUIVALENT DWELLING UNITS
BY LAND USE CLASSIFICATION

Benefit Zone No. 2 - Street Lighting Equivalent Dwelling Units by Land Use Classification

Classification	County Land Use Code	Intensity Factor	Pedestrian Factor	Security Factor	Total Equivalent Dwelling Units
1. Single Family Residential					
A. Single Family Homes	11, 12, 13, 14, 19, 61	0.250	0.500	0.250	1.000
B. Condominiums	29	0.250	0.125	0.125	0.500
2. Multiple Family Residential					
A. Two	21	0.250	1.250	0.500	2.000
B. Three	22, 24	0.250	2.250	0.500	3.000
C. Four	23	0.500	3.000	0.500	4.000
D. Five to Twelve	25	0.500	3.500	1.000	5.000
E. Thirteen to Twenty-four	26	0.750	4.000	1.250	6.000
F. Twenty-five to Fifty-nine	27	0.750	4.500	1.750	7.000
G. Sixty or more	28	1.000	5.000	2.000	8.000
3. Commercial					
A. Commercial stores (not supermarket)	31	1.000	3.000	1.000	5.000
B. Small grocery stores	32	1.000	3.000	1.000	5.000
C. Office buildings	33	1.000	3.000	1.000	5.000
D. Medical-dental offices	34	1.000	3.000	1.000	5.000
E. Service stations, car washes/bulk plants	35	1.000	3.000	1.000	5.000
F. Garages	36	1.000	3.000	1.000	5.000
G. Community facilities, recreational, etc.	37	1.000	3.000	1.000	5.000
H. Golf Courses	38	1.000	3.000	1.000	5.000
I. Bowling Alleys	39	1.000	3.000	1.000	5.000
J. Boat harbors	40	1.000	3.000	1.000	5.000
K. Supermarkets (not in shopping centers)	41	1.000	3.000	1.000	5.000
L. Shopping centers	42	1.000	3.000	1.000	5.000
M. Financial office buildings	43	1.000	3.000	1.000	5.000
N. Hotels, motels, mobile homes	44	1.000	3.000	1.000	5.000
O. Theaters	45	1.000	3.000	1.000	5.000
P. Drive-in restaurants	46	1.000	3.000	1.000	5.000
Q. Restaurants	47	1.000	3.000	1.000	5.000
R. Mixed multiple/commercial	48	1.000	3.000	1.000	5.000
S. New car agencies	49	1.000	3.000	1.000	5.000
4. Industrial					
A. Industrial parks	51, 52	1.000	3.000	1.000	5.000
B. Industrial	53, 54, 56	1.000	3.000	1.000	5.000
C. Warehouses	55	1.000	3.000	1.000	5.000
5. Institutional					
A. Convalescent hospitals & rest homes	70	1.000	3.000	1.000	5.000
B. Churches	71	1.000	3.000	1.000	5.000
C. Cemeteries, Mortuaries	74	1.000	3.000	1.000	5.000
D. Fraternal & service organizations	75	1.000	3.000	1.000	5.000
6. Miscellaneous Properties					
A. Vacant Land	15, 16, 17, 18, 20, 30, 50	0.250	0.000	0.250	0.500
B. Vacant Land	62, 63, 64, 65, 66, 67, 68, 69	0.250	0.000	0.250	0.500

APPENDIX D

ASSESSMENT ROLL

FISCAL YEAR 2020-21

(on file with the City Clerk)

OAKLEY
CALIFORNIA

STAFF REPORT

DATE: June 9, 2020

TO: Mayor & City Council

Approved and Forwarded to the City Council

FROM: Bryan Montgomery, City Manager

SUBJECT: **RESOLUTION CONTINUING THE DECLARATION OF THE EXISTENCE OF AN EMERGENCY AFFECTING THE PUBLIC HEALTH AND SAFETY DUE TO THE NOVEL CORONAVIRUS (COVID-19) PANDEMIC**

Background and Recommendation

On March 17, 2020, the City Council adopted by Resolution 24-20 that formally declared emergency in Oakley due to the Coronavirus (COVD-19) pandemic. On May 12, 2020 the City Council extended the declaration for another 30 days and requested that it be reconsidered again at this Council Meeting.

A considerable amount of restrictions exist within the prevailing Contra Costa Health Officer shelter-in-place order and the City continues to make expenditures and take other actions related to the pandemic. It is the declaration of an emergency that better ensures some reimbursement for these expenditures and precautionary/emergency measures are likely to continue for at least another 60 days. It is advisable that the declaration of an emergency be extended for another 60 days and to be reconsidered again at the August 11, 2020 City Council Meeting.

Fiscal Impact

The declaration is helpful and necessary for the City to seek reimbursement for costs associated with the pandemic.

Recommendation

Staff recommends the City Council adopt the resolution that continues the declaration of emergency for 60 days and that it be reconsidered at the August 11, 2020 City Council Meeting.

Attachment

1. Resolution

RESOLUTION NO. __-20

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OAKLEY CONTINUING THE DECLARATION OF AN EMERGENCY AFFECTING THE PUBLIC HEALTH AND SAFETY DUE TO THE NOVEL CORONAVIRUS (COVID-19) PANDEMIC

WHEREAS, California Government Code Section 8630 empowers the City Council to proclaim the existence or threatened existence of a local emergency when the City is affected or likely to be affected by a public calamity; and

WHEREAS, public health officials have detected novel coronavirus COVID-19 ("COVID-19"), an infectious disease to which there is no known natural immunity and for which there is currently no vaccine, in numerous countries and the Center for Disease Control has determined COVID-19 presents a serious and imminent threat, and has confirmed community transmission in the Bay Area; and

WHEREAS, on March 4, 2020, the Governor of California proclaimed a state of emergency to exist in California as a result of the threat of COVID-19; on March 10, 2020, Contra Costa County proclaimed the existence of a local emergency caused by the introduction of COVID-19 and its contribution to the shortage of essential health care supplies; and

WHEREAS, on March 13, 2020, the President of the United States declared a national emergency;

WHEREAS, on March 16, 2020, the Health Officer of the County of Contra Costa issued an order to address the COVID-19 public-health crisis; and

WHEREAS, on March 17, 2020 by Resolution 24-20, the Oakley City Council declared the existence of an emergency within the City of Oakley caused by COVID-19, and

WHEREAS, Resolution 24-20, in compliance with California Government Code Section 8630, called for the City Council to review the need for continuing the emergency declaration at least once every 60 days until termination; and

WHEREAS, Resolution 60-20 extended the declaration of emergency to be reconsidered once again at the City Council meeting to be held onJune 9, 2020; and

WHEREAS, on June 2, 2020 the Health Officer of the County of Contra Costa issued an updated order that continued many of the prevailing shelter-in-place and related restrictions.

NOW, THEREFORE, BE IT RESOLVED that City Council hereby continues the declaration of emergency originally made on March 17, 2020 another 60 days and the matter will be reconsidered at the August 11, 2020 City Council Meeting.

BE IT FURTHER RESOLVED that the City Manager, in consultation with the Mayor and with the advisement of the City Attorney, shall have the power to take such actions as are reasonable under the circumstances to carry out any of the directives or duties necessary to effectuate the goals and objectives of this declaration.

BE IT FURTHER RESOLVED that residents of Oakley are encouraged to remain calm, acknowledging that our country has faced many challenges and obstacles throughout our history and working together we have always persevered through those, as we will with the COVID-19 emergency.

PASSED, APPROVED AND ADOPTED this 9th day of June, 2020 by the following vote:

AYES:
NOES:
ABSTENTION:
ABSENT:

APPROVED:

_____
Kevin Romick, Mayor

ATTEST:

_____
Libby Vreonis, City Clerk

_____
Date