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 10, 2025
6:30 PM
Oakley City Council Chambers located at 3231 Main Street, Oakley, California 94561

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

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

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

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

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

Information Regarding Public Comment
Members of the public may address the Council on items of interest that are within the City's jurisdiction. In compliance with State law, the council may not take action or have discussion on any item that is not specifically listed on the agenda. Public comment on items not listed on the agenda will be heard under the Public Comments section of the agenda. Public comments on items listed on the agenda will be heard as the Mayor calls the items. In compliance with State law, the Council may not take action on an item that is not specifically listed on the agenda. If you would like to speak on any agenda item, please fill out a public speaker card available in the lobby and submit it to the City Clerk seated in the Council Chamber **prior to the agenda item being called.** The Mayor will call you by name to the podium to hear your comment. PUBLIC COMMENTS ARE LIMITED TO THREE (3) MINUTES. Online public comments are accepted until 5 p.m. the day of the meeting and can be submitted at https://www.oakleyca.gov/FormCenter/Public-Comment-Forms-7.

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

   1.3 Introduction of new Police Officers - Academy Graduates

   1.4 Proclamation honoring Daniel Rasanayagam on Attaining the Rank of Eagle Scout
   Proclamation

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

   1.6 Tri-Delta Transit Update (Toan Tran, COO)

   1.7 Contra Costa Crisis Center and 211 Services Presentation (Lisa Malul, Executive Director and Blanca Gutierrez, CSN/I&R Supervisor)

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

3. COUNCILMEMBER COMMENTS

4. CONSENT CALENDAR
   Consent Calendar items are typically non-controversial in nature and are considered for approval by the Oakley City Council/ Oakley City Council Acting as the Successor Agency to the Oakley Redevelopment Agency/Oakley Public Financing Authority with one single action. Members of the audience, Staff or the Oakley City Council/ Oakley City Council Acting as the Successor Agency to the Oakley Redevelopment Agency/Oakley Public Financing Authority who would like an item removed from the Consent Calendar

for purposes of public input may request the Mayor remove the item. The public may request to remove an item(s) to provide input by completing a public speaker card and submitting it to the City Clerk prior to the item(s) being called by the Mayor.

4.1 Approve Minutes from the Regular Joint 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 Meeting held May 27, 2025 (Kim Snodgrass, City Clerk)
Minutes

4.2 Waive the Second Reading and Adopt Ordinance No. 8-25 Amending Chapter 3.6 of the Oakley Municipal Code Concerning Purchasing and Contracting and Chapter 2.2.114 Powers of Duties (Jeri Tejeda, Administrative Services Director)
Ordinance

4.3 Adopt a Resolution to Re-Appoint Kevin Armonio as Commissioner to the Contra Costa County Library Commission (Kim Snodgrass, City Clerk)
Staff Report
1. Application
2. Resolution

4.4 Adopt a Resolution Authorizing the City Manager to Execute a Consulting Services Agreement with NCE Landscape Architects to Provide Design Services for Capital Improvement Project Number 306 - Marsh Creek Glenn Park Renovation Project (Kevin Rohani, P.E., Public Works Director/City Engineer)
Staff Report
1. Resolution
2. NCE Proposal

4.5 Approve a Reimbursement Agreement with Meritage Homes of California, Inc., for the East Cypress Road Widening Project related to the Machado Subdivision 9615 frontage improvements (Kevin Rohani, P.E., Public Works Director/City Engineer)
Staff Report
1. Resolution
2. Reimbursement Agreement

4.6 Approve a Reimbursement Agreement with Meritage Homes of California, Inc., for the Sellers Avenue Improvements related to the Sellers Subdivision 9614 offsite improvements (Kevin Rohani, P.E., Public Works Director/City Engineer)
Staff Report
1. Resolution
2. Sellers Reimbursement Agreement

4.7 Approval of a Services Agreement Between the City of Oakley and TRB and Associates, Inc. for Services Associated with California Building Standards Code Compliance for Fiscal Year 2025-2026 (Ken Strelo, Community

Development Director)
Staff Report
1. TRB Statement of Qualifications with Exhibits (Scope of Work and Fee Schedule)
2. Draft Agreement
3. Proposed Resolution

4.8 Adopt a Resolution Authorizing the City Manager to Execute a Three Year Professional Services Agreement with Keep IT Simple for Information Technology Services for Fiscal Year 2025/26 through Fiscal Year 2027/28 (Robert Barker, IT Manager)
Staff Report
1. Resolution
2. Professional Services Agreement

5. PUBLIC HEARINGS

5.1 Adopt a Resolution Adopting the City of Oakley Climate Action Plan 2025 (Jose Cortez, Senior Planner)

California Environmental Quality Act determination: Find the project would not have any potential impact on the environment and would be exempt under the "Common Sense" categorical exemption (14 Cal. Code Regs/CEQA Guideline section 15061(b)(3))

Staff Recommendation: 1) Receive the Staff Report, 2) Receive Questions from the City Council, 3) Open the Public Hearing, 4) Receive Comments from the Applicant, 5) Receive Public Testimony, 6) Close the Public Hearing, 7) Deliberate, 8) Summarize the Deliberation 9) Adopt the Resolution

Staff Report
1. Notice of Public Hearing
2. City of Oakley Climate Action Plan 2025
3. Public Comment Register
4. Summary of Feedback Addressed
5. Planning Commission Resolution No. 3-25
6. Proposed Resolution

6. REGULAR CALENDAR

6.1 Waive the First Reading and Introduce an Ordinance Repealing and Reenacting Chapter 2.5 of the Oakley Municipal Code Concerning Emergency Organizations and Functions (Danielle Navarro, Assistant City Manager)
Staff Report
1. Ordinance

6.2 Adopt a Resolution Approving a Lease Amendment with Guanatos Ice Cream (3330 Main Street) (Harumi Murata, Economic Development Analyst)
Staff Report

1. Second Amendment to Lease Agreement
2. Original Lease Agreement and Prior Amendments
3. Resolution

7. REPORTS

7.1 CITY MANAGER
(a) City Manager

(b) Business License Update

(b) May 2025 New Business Licenses

7.2 OAKLEY CITY COUNCIL/OAKLEY CITY COUNCIL ACTING AS THE SUCCESSOR AGENCY TO THE OAKLEY REDEVELOPMENT AGENCY (a) Reports from Council Liaisons to Regional Committees, Commissions and Boards AND Oakley City Council/Oakley City Council Acting as the Successor Agency to the Oakley Redevelopment Agency (b) Requests for Future Agendas

8. WORK SESSIONS

8.1 Work Session to Discuss Potential Housing Element Rezone and Affordable Housing Overlay Sites Related to Regional Housing Needs Allocation Compliance (Ken Strelo, Community Development Director)
Staff Report
1. Existing/Candidate AHO and Candidate Rezone Sites

9. CLOSED SESSION

10. ADJOURN

Honoring Eagle Scout Recipient
Daniel Rasanayagam

WHEREAS, the City of Oakley, a place for families in the heart of the Delta, takes pride in its sense of community and citizen involvement; and

WHEREAS, the vision of the Boy Scouts of America is to prepare every eligible youth in America to become responsible, participating citizens and leaders, who are guided by the Scout Oath and Law; and

WHEREAS, Daniel Rasanayagam is a member of Boy Scout Troop 153 and achieved the rank of Eagle Scout on April 18, 2024; and

WHEREAS, this is the highest award a Scout can receive; few scouts move up through the ranks of Scouting and only about 2% of Scouts make it all the way to Eagle; and

WHEREAS, Daniel's Eagle Court of Honor was held on May 31, 2025; and

WHEREAS, the Boy Scouts of America encourage Eagle Scout candidates to complete worthy projects to improve their neighborhoods, their community, and the region; and

WHEREAS, for his community service project, Daniel designed and built floating decks at Big Break Marina to help protect the endangered turtle population in the slough. These decks provide the turtles with a safe place to bask in the sun, away from predators that live along the shoreline; and

WHEREAS, Daniel has been part of scouting since the age of 6, has earned 55 merit badges and has played an active and engaged role in every troop activity; he has held several leadership positions, which include Assistant Patrol Leader, Patrol Leader, Assistant Senior Patrol Leader, Senior Patrol Leader, and currently serves as a Troop Guide in Troop 153; and

WHEREAS, Daniel is a true outdoors scout, he has spent 202 hours on conservation projects and has 38 nights of camping, over 100 miles biked, and he has over 100 hours of community service; and

WHEREAS, Daniel has excelled in many areas of life, with his core focus rooted in faith, academics, athletics, martial arts, and scouting; and

WHEREAS, Daniel is currently a Senior at Heritage High School; after high school he plans to pursue a degree in Mechanical Engineering, with the ultimate goal of becoming part of a Formula 1 engineering team after earning his degree; and

WHEREAS, Daniel's persistent progress through the ranks of scouting to achieve this prestigious award demonstrates his determination to prepare himself for a meaningful, productive role in society.

NOW, THEREFORE, BE IT RESOLVED that I Shannon Shaw, Mayor of the City of Oakley along with the members of the Oakley City Council do hereby honor Daniel Rasanayagam of Boy Scout Troop 153 on his achievement of attaining the rank of Eagle Scout, the highest rank in the Boy Scouts.

DATED: June 10, 2025

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Shannon Shaw, Mayor

MINUTES OF THE REGULAR JOINT MEETING OF THE OAKLEY CITY COUNCIL/OAKLEY CITY COUNCIL ACTING AS THE SUCCESSOR AGENCY TO THE OAKLEY REDEVELOPMENT AGENCY AND SPECIAL MEETING OF THE OAKLEY PUBLIC FINANCING AUTHORITY HELD MAY 27, 2025

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 and Special Meeting of the Oakley Public Financing Authority

Mayor Shannon Shaw called the meeting to order at 6:30 p.m. in the Oakley City Council Chambers located at 3231 Main Street, Oakley, California 94561. Vice Mayor Hugh Henderson and Councilmembers George Fuller, Aaron Meadows and Anissa Williams were also present.

1.2 Pledge of Allegiance to the Flag (Yasmeen Mohamed, Almond Grove Elementary School Student)

Yasmeen Mohamed led the Pledge of Allegiance to the Flag.

2. PUBLIC COMMENTS

Public Comments were provided by Margie Carrell, La Pamela Pierce, Bud Chaddock and Andres Garcia.

One online comment was received by Jason and will be entered into the public record.

3. COUNCILMEMBER COMMENTS

None

4. CONSENT CALENDAR

4.1 Approve Minutes from the Regular Joint City Council/City Council Acting as the Successor Agency to the Redevelopment Agency/Public Financing Authority Meeting Held May 13, 2025 (Kim Snodgrass, City Clerk)

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

4.3 Reject all bids for O'Hara Avenue / Carpenter Road Intersection Improvement Project – Capital Improvement Project (CIP) Number 263 (Kevin Rohani, P.E., Public Works Director/City Engineer)

4.4 Creating Zone 199 within the Oakley Special Police Tax Area consisting of the 87 Hill Avenue Urban Lot Split (MS 24-977) project located at 87 Hill Avenue (APN 033-090-019-2) (Kevin Rohani, Public Works Director/City Engineer)

Councilmember Fuller pulled item 4.1.

It was moved by Councilmember Williams and seconded by Councilmember Meadows to approve the remainder of the Consent Calendar. Motion was unanimous and so ordered (5-0)

Item 4.1

Councilmember Fuller mentioned he will vote no.

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

5. PUBLIC HEARINGS

5.1 Public Hearing to Consider Confirming the Diagrams and Assessments and Ordering the Levy and Collection of the Annual Assessments for Fiscal Year 2025/26 for the City of Oakley Street Lighting and Landscape Assessment District No. 1 (Kevin Rohani, P.E., Public Works Director/City Engineer)

Public Works Director/City Engineer Kevin Rohani presented the report.

Councilmember Fuller, Councilmember Williams and Mayor Shaw asked questions and Mr. Rohani responded.

Mayor Shaw opened the Public Hearing.

There were no Public Comments

Mayor Shaw inquired if there were any property owners that wanted to turn in a written protest; there being none, she asked the City Clerk to report if there is a majority protest.

City Clerk Kim Snodgrass confirmed there were no written protests submitted, declared there is no majority protest, and indicated proceedings may continue.

Mayor Shaw closed the Public Hearing and called for deliberations.

Councilmember Fuller and Mayor Shaw provided comments.

It was moved by Councilmember Meadows and seconded by Councilmember Williams to approve item 5.1. Ayes: Henderson, Meadows, Shaw, Williams Noes: Fuller

6. REGULAR CALENDAR

6.1 Waive the First Reading and Introduce an Ordinance Repealing and Reenacting Chapter 2.5 of the Oakley Municipal Code Concerning Emergency Organizations and Functions (Danielle Navarro, Assistant City Manager)

Assistant City Manager Danielle Navarro presented the report.

Councilmember Fuller, Mayor Shaw and Councilmember Williams, provided comments and requested revisions to the ordinance.

City Attorney Elizabeth Fratarcangeli stated the ordinance would need to come back for the first reading if substantive changes were to be made.

It was moved by Councilmember Fuller and seconded by Councilmember Williams to bring this item back for the first reading with the requested revisions. Motion was unanimous and so ordered (5-0)

6.2 Waive the First Reading and Introduce an Ordinance Amending Chapter 6 of the Oakley Municipal Code Concerning Purchasing and Contracting and Chapter 2.2.114 Powers of Duties (Jeri Tejeda, Administrative Services Director)

Administrative Services Director Jeri Tejeda presented the report.

Councilmember Williams asked a question and Ms. Tejeda responded.

It was moved by Councilmember Meadows and seconded by Councilmember Williams to approve item 6.2. Ayes: Henderson, Meadows, Shaw, Williams Noes: Fuller

Mayor Shaw called for a five-minute recess.

6.3 Consideration of Resolutions Adopting the Fiscal Year 2025/26 Proposed Operating Budget, Statement of Financial Policies, and Appropriations Limit, Adopting the Fiscal Year 2025/26 Capital Budget, and Five-Year Capital Improvement Program (CIP) for Fiscal Years 2025/26 through 2029/30 and Adopting the Fiscal Year 2025/26 Information Technology Plan (Jeri Tejeda, Administrative Services Director)

Administrative Services Director Jeri Tejeda presented the report.

Chief Beard reported that the two trainees that entered the academy in December 2024 met all academy standards and will be graduating from the Police Academy on May 30th.

Councilmember Fuller asked questions and Ms. Tejeda responded.

Councilmember Fuller, Vice Mayor Henderson, Councilmember Williams, Councilmember Meadows, and Mayor Shaw provided comments and City Manager Joshual McMurray responded.

It was moved by Councilmember Meadows and seconded by Councilmember Williams to approve a resolution to adopt the FY 25/26 Proposed Operating Budget, Statement of Financial Policies and Appropriations Limit. Motion was unanimous and so ordered. (5-0)

It was moved by Councilmember Meadows and seconded by Vice Mayor Henderson to approve a resolution to adopt the FY25/26 Recommended Capital Budget and Five-Year Capital Improvement Plan for FY 25/26-29/30. Ayes: Henderson, Meadows, Shaw, Williams Noes: Fuller (4-1)

It was moved by Councilmember Meadows and seconded by Councilmember Williams to approve a resolution to adopt the FY 25/26 Information Technology Plan. Motion was unanimous and so ordered. (5-0)

It was moved by Councilmember Meadows and seconded by Vice Mayor Henderson to approve a resolution to authorize two additional sworn police positions on a temporary basis. Motion was unanimous and so ordered. (5-0)

7. REPORTS

7.1 CITY MANAGER
(a) City Manager

None

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

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

Councilmember Williams reported she attended a Delta Protection Commission meeting, the Chamber of Commerce parade planning meeting, and the Memorial Day Service.

Vice Mayor Henderson reported he attended an Ironhouse Sanitary District meeting and the Memorial Day Service.

Councilmember Meadows reported he attended the Memorial Day Celebration, a Contra Costa Transportation Authority Board Meeting, he mentioned there will be a Contra Costa Transportation Board Workshop this week, and he attended an MCE meeting.

Mayor Shaw reported she attended a Delta Association of Realtors meeting, a Cal Cities Board of Directors call, and an emergency zoom meeting with Senator Cabaldon. She mentioned long time County Supervisor Federal Glover passed away and that she would like to close out the meeting in his honor.

(b) Requests for Future Agenda

None

8. WORK SESSION

None

9. CLOSED SESSIONS

None

10. ADJOURN

There being no further business, the meeting was adjourned at 8:17 p.m. in honor of former Supervisor Federal Glover.

Respectfully submitted.

Kim Snodgrass
City Clerk

ORDINANCE NO. 8-25

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF OAKLEY AMENDING SECTION 2.2.114 AND REPEALING AND REENACTING CHAPTER 6 OF TITLE 3 OF THE OAKLEY MUNICIPAL CODE CONCERNING PURCHASING

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

SECTION 1. Section 2.2.114 of Oakley Municipal Code is amended as follows:

2.2.114 Powers and Duties.
The City Manager shall be the administrative head of the government of the City under the direction and control of the City Council except as otherwise provided in this chapter. The City Manager shall be responsible for the efficient administration of all the affairs of the City which are under the Manager's control. In addition to general powers as administrative head, and not as a limitation thereon, the City Manager shall have the duties and powers set forth below.

a. Law Enforcement. It shall be the duty of the City Manager to enforce or cause to be enforced all laws and ordinances of the City and to see that all franchises, contracts, permits and privileges granted by the City Council are faithfully observed.

b. Authority over Employees. It shall be the duty of the City Manager, and the City Manager shall have the authority to control, order and give directions to all heads of departments and to subordinate officers and employees of the City under the City Manager's jurisdiction through their department heads.

c. Appointment and Removal of City Officers. It shall be the duty of the City Manager pursuant to Government Code Section 34856 to appoint and remove all officers and department heads, including the City Clerk and City Treasurer, but excluding the City Attorney. The City Manager shall either approve the appointment, removal, promotion or demotion of all other City employees or authorize department heads to appoint, remove, promote or demote in certain classes of positions subject to all applicable personnel rules and regulations which may be adopted by ordinance or resolution by the Council.

d. Negotiation for City Service Contracts. It shall be the duty of the City Manager to negotiate all contracts for services for which the City has a service responsibility to its residents and desires to provide such service by contract. The contract shall be approved by the City Council. After the Council approves the contract, it shall be the duty of the City Manager to administer the contract and determine that its provisions are carried out. The City Manager shall report to the Council at such times as the Council may direct on the performance of the service provider.

e. Administrative Reorganization. It shall be the duty and responsibility of the City Manager to conduct studies and effect such administrative reorganization of services,

offices, positions or units under the City Manager's direction as may be indicated in the interest of efficient, effective and economical conduct of the City's business.

f. Recommendation of Ordinances and Measures to City Council. It shall be the duty of the City Manager to recommend to the City Council for adoption such measures and ordinances as deemed necessary.

g. Change Orders. The City Manager or designee is hereby authorized to negotiate and execute capital projects and professional service change orders on behalf of the City in an amount not to exceed ten percent (10%) of the total contract award for a project, or ~~$50,000~~*100,000,* whichever amount is greater. The City Manager may also approve change orders where the change order in question would be in the form of a deductive change order (or credit), thereby reducing the contract amount. In the event of an emergency, the City Manager may approve change orders that have a cost exceeding ten percent (10%) of the total contract or ~~$50,000~~*100,000*, with the requirement that written notification of the emergency change order be provided to the City Council within twenty-four (24) hours of the approval, and that formal review of the approval is conducted by the City Council at its next regularly scheduled meeting. The authority contained in this subsection does not extend to any change order in excess of the remaining balance for contingencies and/or the remaining budgeted amount for the entire project.

SECTION 2. Chapter 6 of Tile 3 of the Oakley Municipal Code is repealed and reenacted as follows:

CHAPTER 6

PURCHASING AND CONTRACTING

3.6.002 Adoption of a Purchasing System.

A purchasing system is adopted in order to establish efficient procedures for the purchase of supplies, services and equipment to secure for the City supplies, services and equipment at the lowest possible cost commensurate with the level of quality required, to exercise financial control over purchases, and to clearly define authority for the purchasing function.

3.6.004 Purchasing Agent Designated; City Manager Authorized to Sign Contracts.

a. The ~~Finance~~ *Administrative Services* Director is designated as Purchasing Agent. The Purchasing Agent may delegate all or a portion of the purchasing duties to any City staff member. The Purchasing Agent shall have the authority to:

1) Purchase or contract for supplies, services and equipment required by the City, in accordance with purchasing procedures outlined in this chapter;

2) Negotiate and recommend execution of contracts for the purchase of supplies, services and equipment;

3) Act to procure for the City the necessary quality in supplies, services and equipment at the lowest cost to the City;

4) Prepare and recommend to the City Council revisions and amendments to the purchasing rules;

5) Establish and maintain such forms as reasonably necessary to the operation of purchasing guidelines;

6) Supervise the inspection of all supplies, services and equipment purchased to insure conformance with specifications;

7) Recommend the sale or disposal of all supplies and equipment which cannot be used by the City, or which have become unsuitable for City use;

8) Maintain a bidder's list and other records necessary for the efficient acquisition of goods and services.

b. The City Manager (or his/her designee) is hereby authorized to sign all contracts for the purchase of goods or services awarded pursuant to this chapter or separately approved by the City Council.

3.6.006 Purchases By City Council – Competitive Bidding.
When the amount or value involved is at least $~~50,000~~*100,000* and the purchase does not qualify as an exception to competitive bidding requirements per Section 3.6.010 or 3.6.028, the purchase shall be made by the City Council through competitive bid as outlined below:

a. Notice inviting bids shall include a general description of the services and/or articles to be purchased or sold, where bid blanks and specifications may be obtained, the time and place for bid openings, and whether bid deposit or bond and faithful performance bond will be required.

b. The Purchasing Agent shall also solicit sealed bids from all responsible prospective suppliers whose names are on the bidder's list and may advertise the notice inviting bids in applicable publications.

c. When deemed necessary by the Purchasing Agent or City Council, any bidder may be required to submit a bid deposit or bond in an amount determined by the Purchasing Agent or City Council. A successful bidder (and the bidder's surety, if a bond is furnished) shall be liable for any damages upon the bidder's failure to enter into a contract with the City or upon the failure to perform in accordance with the tenor of his/her bid.

d. When deemed necessary by the Purchasing Agent or City Council, any person or entity entering into a contract with the City may be required to furnish a faithful performance deposit or bond in an amount determined by the Purchasing Agent or Council.

e. Bids shall be opened in public at the time and place stated in the public notices. A tabulation of all bids received shall be open for public inspection during regular business hours for a period of not less than thirty (30) calendar days after the bid opening.

f. At its discretion, the City Council may reject all bids presented and re-advertise for bids.

g. Contracts shall be awarded by the City Council to the lowest responsible bidder, except as otherwise provided herein.

h. If two or more bids received from responsible bidders are for the same total amount or unit price, quality and service being equal, preference shall be given to the local vendor, or the City Council may accept the lowest bid made by negotiation with the tie bidders and the Purchasing Agent at the time of the bid opening.

3.6.008 Purchasing Award – Factors to be Considered.
Purchases shall be awarded after consideration of the following factors:

a. The amount of the bid price. In determining the lowest bid, 5% of the amount of the total bid or of the base bid and each alternate shall be deducted if a bidder's principal place of business is located within the City of Oakley or the City's Sphere of Influence, as defined in the City's General Plan;

b. The ability, capacity and skill of the bidder to perform the contract or provide the service required;

c. The ability of the bidder to perform the contract or provide the service promptly or within the time specified, without delay or interface;

d. The reputation and experience of the bidder;

e. The previous experience of the City with the bidder;

f. The previous existing compliance by the bidder with federal, state, and local laws and ordinances;

g. The sufficiency of the financial resources and ability of the bidder to perform the contract or provide the service;

h. The quality, availability, and adaptability of the supplies or contractual services to the particular use required;

i. The ability of the bidder to provide future maintenance and service of the use of the subject of the contract;

j. The number and scope of conditions attached to the bid.

3.6.010 Exception to Competitive Bidding Requirements.

a. The provisions of this chapter requiring competitive bidding shall not apply to the following:

1) Contracts involving the acquisition of professional or specialized services, such as, but not limited to, services rendered by architects, attorneys, engineers, and other specialized consultants;

2) When the City's requirements can be met solely by a single patented article or process;

3) When no bids have been received following bid announcements under other provisions of this chapter;

4) When the amount involved is less than $~~50,000~~*100,000*;

5) When an emergency requires that an order be placed with the nearest source of supply as set forth in Section 2.5.024;

6) When a purchase involves goods of a technical nature, and it would be difficult for a vendor to bid on a standard set of specifications, the Purchasing Agent shall undertake a thorough review of known products and a comparison of features which would most closely meet the City's needs at the least cost;

7) For janitorial services for City buildings and facilities;

8) For maintenance and repair of buildings and facilities;

9) For maintenance and repair of public streets, including street sweeping;

10) When another public agency has administered a competitive bidding process within the past two years for the same or substantially similar supplies, services or equipment;

11) When the City Council specifically waives the competitive bid process and authorizes staff to negotiate the purchase of vehicles by a four-fifths vote.

b. When the procurement falls into any of the categories listed above, and the amount does not exceed $~~50,000~~*100,000,* the Purchasing Agent may authorize the use of the other purchasing procedures set forth in this chapter, depending on the value of the goods or services. When the procurement falls into one of the categories listed above, and the amount exceeds $~~50,000~~*100,000,* procurement without competitive bidding must be authorized by the City Council by simple majority, except as otherwise provided above.

c. Any request for an exception under this section shall include the nature of the contract, amount of the contract, and the reasons why competitive bidding is not feasible.

3.6.012 Purchases Between $10,000 and $~~50,000~~*100,000* – Procedure.
If the amount or value involved in a purchase is $10,000 or more, but less than $~~50,000~~*100,000*, the Purchasing Agent may make the purchase, without written bid, by informal price checking through telephone or mail inquiry, comparison of prices on file or otherwise. Every attempt shall be made to receive at least three price quotations. At the discretion of the Purchasing Agent, the acquisition of goods and services the value of which is at least $10,000, but less than $~~50,000~~*100,000*, the formal competitive bid process may be used.

3.6.014 Purchases Between $201 and $10,000 – Procedure.
If the amount or value involved in a purchase is at least $201, but less than $10,000, the Purchasing Agent may make the purchase, without written bid, by using purchase orders or by direct purchase. The Purchasing Agent may attempt to obtain two price quotations.

3.6.016 Purchases Up To $200 – Procedure.
If the amount or value involved in a purchase is $200 or less, the Purchasing Agent may make the purchase, without written bid, by using direct purchase, including by using available petty cash.

3.6.018 Purchase Orders *and Contracts*.
All purchases over $10,000 shall be documented by a purchase order *or a contract p*repared by the Purchasing Agent. The original copy shall be directed to the vendor and one copy shall be retained for the purchase order *or contract* file. The final copy shall be directed to the department for whose benefit the purchase is being made to be used as a receiving report.

3.6.020 Availability of Sufficient Funds.
No purchase order *or contract* shall be issued until it has been ascertained that there is to the credit of the department of the City for whose benefit such purchase is to be made a sufficient unappropriated balance in excess of all unpaid obligations to defray the amount of such order.

3.6.022 Inspect and Review.
The Purchasing Agent shall require the inspection of supplies and equipment delivered, and contractual services performed, to determine their conformance with the specifications and requirements set forth in the order or contract.

3.6.024 Surplus Supplies and Equipment.
At such times as determined by the Purchasing Agent, reports shall be prepared showing all supplies and equipment which are no longer used or which have become obsolete or worn out. The Purchasing Agent shall have the authority to sell, trade or exchange all said supplies and equipment. The manner of disposing of surplus property shall be consistent with the procedures for purchases set forth in this chapter, depending on the value of the property.

3.6.026 Splitting Orders Prohibited.
It is unlawful to split or separate into smaller orders the purchase of supplies, materials, equipment or services for the purpose of evading the competitive bidding provisions of this chapter.

3.6.028 Exceptions – Public Projects.
This chapter is expressly made inapplicable to bids for public projects, as provided in Chapter 3.7, or as defined by Public Contract Code Section 20161 and where the expenditure required for the public project exceeds the limit set by Public Contract Code Section 20162. The provisions contained in Chapter 3.7 or Public Contract Code Section 20161 et seq. establish contract procedures the City shall follow regarding public projects.

3.6.030 Exceptions – Contracting for Emergency Cleanup of Hazardous Materials.
When, in the discretion of the Public Works Director/City Engineer or his or her designee, it is determined that a hazardous spill has occurred and that immediate cleanup is required to prevent the spill from entering the City storm drain system or any watercourse, the City Manager, or his or her designee, may contract for the clean up of the spill. Any such contract in the amount of ~~$5,000~~*25,000* or less may be entered into on behalf of the City by the City Manager, or his or her designee, without prior City Council approval; however, no such contract exceeding $*25,000* in amount shall be executed without prior approval of the City Council.

3.6.032 Protest Procedure.
After the award of any contract, any unsuccessful bidder may challenge the bid procedure by filing a written protest with the City Manager. The protest must set forth the reasons for the challenge and must be filed within 10 days of the award of the contract. The City Manager shall review the protest and provide a written reply in an expeditious manner. The decision of the awarding authority with respect to the protest shall be final. Failure to file a timely protest shall be deemed a waiver of any challenge to the procedure or award of contract.

3.6.034 Adoption of Administrative Policies.
The City Manager may adopt and amend administrative policies and procedures for the purpose of implementing the provisions of this chapter.

SECTION 3. CEQA FINDING.

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

be seen with certainty that the adoption of the ordinance would not have any significant impact on the environment.

SECTION 4. SEVERABILITY.

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

SECTION 5. EFFECTIVE DATE.

This Ordinance shall become effective thirty (30) days after adoption.

SECTION 6. PUBLICATION.

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

PASSED AND ADOPTED by the City Council of the City of Oakley this 10th day of June, 2025 by the following vote:

AYES:
NOES:
ABSTENTIONS:
ABSENT:

APPROVED:

_____
Shannon Shaw, Mayor

ATTEST:

_____
Kim Snodgrass, City Clerk

_____
Date

STAFF REPORT

OAKLEY
CALIFORNIA

DATE: June 10, 2025

TO: Joshua McMurray, City Manager

FROM: Kim Snodgrass, City Clerk

Approved and Forwarded to the City Council

SUBJECT: Appointment to the Contra Costa County Library Commission for a 4 Year term expiring June 30, 2029

Background and Analysis

The Contra Costa County Library Commission was established by the Contra Costa County Board of Supervisors in March 1991. The Commission was created to serve in an advisory capacity to the Board of Supervisors and the County Librarian. The Library Commission is comprised of 28 members representing the cities/towns in Contra Costa County, Contra Costa County, the Central Labor Council, College District, East Bay Leadership Council, Office of Education and the Friends Council. Members representing towns and cities are appointed by the town/city councils.

The current term for the commissioner and alternate commissioner to the Contra Costa County Library Commission will expire June 30, 2025. Staff advertised for the positions of commissioner and alternate commissioner between March 12, 2025, and May 29, 2025, by providing information on the City's website, weekly FYI, and through social media. One application was received by Kevin Armonio (Oakley's current representative) attached for the Council's review.

Consistency with the Oakley Strategic Plan 27+

Appointment to the Commission is consistent with the City's Community and Collaborative Partnerships Goal.

Fiscal Impact

None.

Staff Recommendation

Staff recommends the City Council adopt the proposed resolution re-appointing Kevin Armonio as commissioner for a four-year term (July 1, 2025 through June 30, 2029).

Attachments

1. Application
2. Resolution

OAKLEY
CALIFORNIA

APPLICATION for APPOINTMENT to the CONTRA COSTA COUNTY LIBRARY COMMISSION

Background Information

The Contra Costa County Library Commission was established by the Contra Costa County Board of Supervisors to serve in an advisory capacity to the Board of Supervisors and the County Librarian. The Library Commission is comprised of 24 voting members and 4 non-voting members.

The current term expires June 30, 2025.

The Library Commission typically meets on the third Thursday evening of January, March, May, July, September and November. The City of Oakley does not provide compensation.

Application

Please print clearly on this application and return it to the City Clerk's Office. It is anticipated that an appointment will be considered by the Oakley City Council during a future City Council meeting of which applicants will be informed. **All applicants are encouraged to attend the meeting to be interviewed.**

Applicants should be aware that upon appointment, additional information and disclosure documents may be required to be completed for the County. For details, please contact Staff Liaison, Walter Beveridge, at (925) 608-7730 or Walter.beveridge@library.cccounty.us .

All information contained in this application is public data and will be made available for public review and copying for anyone requesting it and may be posted on the website of the City of Oakley. All information in this application will be provided to the Oakley City Council in a public forum and will be reviewed in public. It will therefore be part of the public record. Although you are not legally required to provide any of the information requested in this application, the information may be used to determine your suitability for appointment to the committee.

1. **Applicant Name:** KEVIN ARMONIO
2. **Home Address:** [redacted]
   OAKLEY, CA 94561
3. **Phone Number:** [redacted]
4. **E-Mail Address:** [redacted]

5. **How long have you lived in the City of Oakley?** 2 YEARS, 8 MONTHS

6. **In 300 words or less, please explain why you would like to represent Oakley and serve on the Contra Costa County Library Commission.**

I HAVE HAD THE GREAT PRIVILEDGE OF BEING OAKLEY'S LIBRARY COMISSIONER THE LAST YEAR. I LOOK FORWARD TO CONTINUING THIS WORK IF APPOINTED FOR A FULL TERM. THERE IS STILL A LOT OF WORK TO BE DONE AND I WANT TO CONTINUE REPRESENTING OAKLEY AS WE WORK TO BUILD OUR NEW LIBRARY AND SECURE MORE FUNDING FROM CONTRA COSTA COUNTY. I LOVE LIVING IN OAKLEY AND VOICING OUR CONCERNS AT THE COUNTY LEVEL. I FEEL LIKE I'VE ALREADY GAINED KNOWLEDGE AND EXPERIENCE BEING ON THE COMMISSION, AND THIS EXPERIENCE WILL ONLY HELP ME ADVOCATE FOR OAKLEY.

7. **In 300 words or less, please describe your qualifications and educational, work and other experience which would make you a valuable addition to the Library Commission.**

MY MOST VALUABLE EXPERIENCE HAS BEEN SERVING ON THE LIBRARY COMMISSION. I HAVE LEARNED A GREAT DEAL ABOUT HOW THE LIBRARY SYSTEM IN CONTRA COSTA COUNTY FUNCTIONS. I HAVE DEVELOPED RELATIONSHIPS WITH OTHER COMMISSIONERS, THE OAKLEY FRIENDS GROUP, AND LIBRARY STAFF. I WILL BE DEVELOPING MORE RELATIONSHIPS AND GAINING MORE KNOWLEDGE AS I JOIN THE COMMISSION'S LEGISLATIVE COMMITTEE AND WORK WITH STATE AND FEDERAL REPRESENTATIVES AND PROVIDE AN EAST COUNTY - CENTRIC PERSPECTIVE.

8. **What do you feel are the most pressing matters for the Library Commission?**

THE MOST PRESSING ISSUES ARE FUNDING, FUNDING, AND FUNDING. WITH THE FEDERAL GOVERNMENT TAKING A DECIDEDLY ANTI-LIBRARY STANCE THE COMMISSION WILL BE FOCUSED ON FINDING/ADVOCATING FOR A COUNTY-LEVEL FUNDING OPTION TO ENSURE QUALITY, FULLY FUNDED HOURS AT ALL BRANCHES.

9. **Please attach a current resume.**

Please mail or hand-deliver this completed application in a sealed envelope to:

CITY OF OAKLEY
City Clerk's Office
3231 Main Street
Oakley, CA 94561

Kevin Armonio
[redacted]

EDUCATION

University of California, College of the Law, San Francisco, San Francisco, CA
(formerly University of California, Hastings College of the Law)
Juris Doctor, May 2016

- Hastings Environmental Law Journal, Editor-in-Chief, 2015-2016
- University of California Environmental Law Association, Co-President, 2014-2015

University of California, Los Angeles, Los Angeles, CA
Bachelor of Arts, Classical Civilization, June 2012

ADMISSIONS

State Bar of California
Admitted January 2021, Bar Number: 334837

EXPERIENCE

Law of Offices of Cliff Gardner, Berkeley, CA
Attorney, April 2023 to Present

- Review and summarize trial transcripts and court transcripts.
- Identify potential appellate claims and conduct legal research in support of those claims.
- Draft opening briefs and reply briefs under the supervision of Mr. Gardner.
- Draft motions to correct appellate record, including omissions and augmentations.
- Maintain communication with clients by answering their questions and providing updates on their case status.

Wish, San Francisco, CA
Content Specialist, February 2022 to February 2023

- Analyzed merchant accounts for fraudulent behavior and signals.
- Reviewed content moderation decisions for quality and policy accuracy.
- Reviewed prospective ad images for compliance with policy and general appropriateness.
- Supported business development team by expediting content moderation processes.

Mayall Hurley P.C., Stockton, CA
Associate Attorney, April 2021 to January 2022

- Drafted letters to opposing counsel, legal research memos and legal complaints.
- Reviewed discovery to determine opposing counsel was responsive to requests.
- Negotiated a settlement on behalf of a small business.
- Drafted an employee policy handbook.

Wish, San Francisco, CA
Merchant Review Specialist, September 2019 to April 2021

- Managed escalations from merchants regarding TROs filed against their stores.
- Analyzed merchant accounts for fraudulent behavior and signals.
- Administered penalties to merchants suspected of violating Wish Terms of Service.

Scoop Technologies, San Francisco, CA
Community Support Advisor, June 2019 to September 2019

- Responded to complex and highly sensitive user issues in a professional manner.
- Alerted product team to any bugs surfaced by users and our Tier 1 support team.
- Advised our frontline support team on responding to new or ambiguous user issues.

Pinterest, San Francisco, CA
Trust and Safety Specialist, April 2018 to June 2019

- Reviewed flagged content to ensure compliance with Pinterest's community guidelines.
- Utilized Zendesk to respond to user issues and appeals in a timely manner.
- Developed a process for measuring team alignment on policy enforcement decisions.
- Developed interactive trainings to teach new team members policies and community guidelines.

Vaco SF at YouTube, San Jose, CA
Quality Assurance Associate, January 2018 to April 2018
Policy Operations Associate, June 2017 to January 2018

- Reviewed policy enforcement decisions to ensure accuracy and compliance with YouTube's child safety policies.
- Performed root cause analysis by working with policy enforcement agents to understand reasoning behind incorrect enforcement decisions.
- Worked with support staff to train agents on proper enforcement of child safety policies.

PUBLICATIONS
Securing California's Solar Future: Strategies to Mitigate the Effects of the U.S.-Chinese Solar Trade Dispute on California's New Renewable Energy Goals, 22 Hastings West Northwest J. of Envtl. L. & Pol'y 109 (2016).

VOLUNTEER
Contra Costa Library Commission
Commissioner for City of Oakley, February 2024 to present

American Constitution Society, Bay Area Legal Chapter
Board Member, September 2023 to present

INTERESTS
Hiking, comic book collecting, creative writing, and watching Bay Area sports teams.

RESOLUTION NO. XX-25

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OAKLEY TO RE-APPOINT KEVIN ARMONIO AS COMMISSIONER FOR THE CITY OF OAKLEY TO THE CONTRA COSTA COUNTY LIBRARY COMMISSION FOR A FOUR-YEAR TERM (JULY 1, 2025 - JUNE 30, 2029)

BE IT RESOLVED by the City Council of the City of Oakley that Kevin Armonio is appointed as Commissioner to the Contra Costa County Library Commission for a four-year term (July 1, 2025 – June 30, 2029).

PASSED AND ADOPTED by the City Council of the City of Oakley this 10th day of June 2025 by the following vote:

AYES:
NOES:
ABSTENTION:
ABSENT:

APPROVED:

_____
Shannon Shaw, Mayor

ATTEST:

_____
Kim Snodgrass, City Clerk

_____
Date

OAKLEY CALIFORNIA

DATE: June 10, 2025

TO: Joshua McMurray, City Manager

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

Approved and Forwarded to the City Council

SUBJECT: Authorize the City Manager to Execute a Consulting Services Agreement with NCE Landscape Architects to Provide Design Services for Capital Improvement Project Number 306 – Marsh Creek Glenn Park Renovation Project

Background and Analysis

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

The existing playground equipment and surfacing at Marsh Creek Glenn Park is the original infrastructure at this park, which was constructed over 20 years ago. The equipment and surface are both in need of replacement, as maintaining this playground equipment and surfacing is not practical and financially viable.

CIP 306 will replace and significantly expand the playground footprint to allow for larger, more inclusive age appropriate 2–5 year-old and 5-12 year-old play structures. The new playground will prioritize ADA accessibility and all-abilities play. The project will also upgrade the irrigation system at this park and construct a Pickleball court to complement the existing half Basketball court. As part of the design process, staff will outreach to the neighborhood to consider their preferences on the details of the new playground and its components.

Staff have selected NCE Landscape Architects as the best suited firm to design this important park improvement project. This firm has designed many similar parks successfully and has great familiarity with the City's standards and processes. Staff negotiated the scope of the design work and proposal at a cost of $112,500, which is very competitive pricing for such a project in the current market and shows NCE Landscape Architects commitment to the Oakley community and its capital projects.

The design of this project will be performed during FY 2025/26 and the construction is anticipated to take place during FY 2026/27.

Consistency with the Oakley Strategic Plan 27+

This item is consistent with the Strategic Plan 27+ Park and Open Space section goal to provide beautiful parks for the community.

Fiscal Impact

This item was included in the FY 2024/25 budget with a total budget of $500,000. To date $0 has been spent. This project is funded by the Park Impact Fee Fund (204) and the LLAD in Zone 3-23 (189). No additional funding is needed at this time to fund this contract.

Staff Recommendation

Staff recommend that the City Council adopt the resolution approving the proposal with NCE Landscape Architects, for the design services associated with CIP No. 306 – Marsh Creek Glenn Park Renovation Project and to authorize the City Manager to enter into an agreement for a not to exceed an amount of $112,500

Attachments

Attachment 1 - Resolution

Attachment 2 - NCE Landscape Architects Proposal

RESOLUTION NO.___-25

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OAKLEY APPROVING AN AGREEMENT WITH NCE LANDSCAPE ARCHITECTS FOR ARCHITECTURAL DESIGN SERVICES ASSOCIATED WITH CAPITAL IMPROVEMENT PROJECT NUMBER 306 - MARSH CREEK GLENN PARK RENOVATION PROJECT AND AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT

WHEREAS, as part of the Fiscal Year 2024/25 Budget the City of Oakley approved a 5-Year Capital improvement Program (CIP); and

WHEREAS, Project Number 306 is to design the improvements for the Marsh Creek Glenn Park Renovation Project; and

WHEREAS, staff have solicited a proposal from NCE Landscape Architects, for the design of this project; and

WHEREAS, NCE Landscape Architects has submitted a proposal to prepare landscaping architectural design services for CIP Project Number 306 for an amount not to exceed $112,500; and

WHEREAS, this item was included in the FY 2024/25 budget with a total budget of $500,000. To date $0 has been spent. This project is funded by the Park Impact Fee Fund (204) and the LLAD in Zone 3-23 (189). No additional funding is needed at this time to fund this contract; and

NOW, THEREFORE, BE IT RESOLVED AND ORDERED, that the City Council of the City of Oakley hereby approves the proposal from NCE Landscape Architects, for landscaping architectural design services for CIP Project Number 306 for an amount not to exceed $112,500, in the form attached hereto as Exhibit A, and authorizing the City Manager to execute this into an Agreement.

PASSED AND ADOPTED by the City Council of the City of Oakley at a meeting held on the 10th of June 2025 by the following vote:

AYES:
NOES:
ABSENT:
ABSTENTIONS:

APPROVED:

_____
Shannon Shaw, Mayor

ATTEST:

_____ _____
Kim Snodgrass, City Clerk Date

May 30th, 2025

Jesse Dela Cruz
Parks and Landscape Manager
City of Oakley
3231 Main Street
Oakley, CA 94561

Proposal – Landscape Architectural Design Services for Marsh Creek Glenn Park

Dear Mr. Cruz:

Thank you for the opportunity to provide the following Scope of Work and Fee Estimate for Landscape Architectural Services for improvements to the play area at Marsh Creek Glenn Park (Park). This is a very exciting project for NCE, and we look forward to collaborating with and supporting the City of Oakley (City) in the renovations of the Park.

The following Scope and Fee reflects NCE's understanding of the project goals, site constraints, and necessary deliverables to prepare Schematic Plans and Construction Documents for the Park. The Scope has been developed based on our site visit and associated discussion plus direction the City has provided via email.

As a principal, Matthew Gaber is authorized to sign contracts on behalf of NCE and will be the point of contact for this proposal. This proposal is valid for 120 calendar days from the date of its submittal.

Please feel free to reach out to Matthew Gaber with questions or comments you may have related to this Scope of Work and Fee Estimate.

Sincerely,

NCE
Matthew S. Gaber, RLA
Principal, Landscape Architect

Project Understanding and Assumptions

NCE understands the scope of work for the Park to be of as follows:

- The City seeks to replace the existing 2-5 play structure, add a new 5-12 play structure and add 2 pickle ball courts adjacent to the existing basketball court.
- The new 2-5 play structure will be in approximately the same location as the existing structure.
- The 5-12 play structure will be located to the northeast of the existing 2-5 structure within an existing lawn area.
- The play equipment manufacturer will be Spec Play.
- The play structure shall be constructed of metal with open panels to provide visual access.
- Play structures should include equipment that support vestibular development such as swings and should include interactive play features that are accessible to a wide range of children.
- The play areas shall have rubber tile play surfacing by sofSurfaces.
- The play equipment shall be themed, possible inspiration includes Marsh Creek and animals that live within the Creek.
- Shade will be provided by new tree plantings and a shade structure if it is within the construction budget.
- Furnishings and pedestrian pavements shall conform to ADA Accessibility Standards.
- An ADA curb ramp and accessible parking space shall be provided on Hill Avenue adjacent to the Park.
- The existing irrigation system will need to be adjusted to accommodate the expanded play area and pickle ball courts.
- The irrigation system will be designed to comply with the City's standards and the State of California's Water Efficient Landscaping Ordinance.
- The irrigation water is hard. The proposed design must anticipate staining and corrosion from overspray. Proposed plants shall tolerate hard water.
- The existing irrigation water is potable, and the system includes a booster pump.
- The play areas shall be enclosed with 4' high black tubular metal fencing.
- Site furnishing shall be by Outdoor Creations and include anti-graffiti coatings.
- The City will sponsor an outreach event with residents who are part of the Lighting and Landscape Assessment Zone. The event will be informational, and the goal is to receive their input on the selection of the play equipment only. The event will be during the summer of 2025 and include a pop-up at the park. Outreach will also include a mailer to residents with a QR code linking to an on-line survey.
- A topographic survey will be required.
- The limit of work will be as shown on the attached Limit of Work plan.
- No significant drainage improvements are included as part of this project.
- Conduit shall be provided for a security camera on the existing light pole adjacent to the play area.

- The project schedule will be determined during the Kick-off Meeting with City Staff.
- Additional lighting will be included in the renovation of the park.
- New concrete paving shall be ADA compliant
- The City would like to explore the possibility of replacing areas of lawn with low maintenance, drought-tolerant ground covers.

City Responsibilities

NCE has assumed that the City will provide the following:

- Any available information regarding utilities (i.e. water, electrical, and storm drain).
- As-builts of the park.
- Review at various phases of project delivery and completion.
- The provision and preparation of upfront/front end specifications.

Project Scope

Task 1 – Kick-off Meeting, Project Coordination and Management

Task 1.1 – Kick-off Meeting

The NCE Team will lead a project kick-off meeting with the City to:

- Review of the Scope of Work.
- Establish lines of communication.
- Establish the project schedule and milestones and confirm anticipated deadlines.
- Review and agree on the project program and operation criteria.

Upon completion of the kick-off meeting a summary will be prepared that documents key decisions and follow-up or action items.

Deliverables

- Kick-off meeting summary
- Draft project schedule

Task 1.2 – Project Coordination and Management

NCE will meet with the City approximately bi-monthly to review the project status. NCE anticipates 6 teleconference calls and 1 conceptual design meeting with the City.

NCE's Project Manager will serve as the City's point of contact for the contract and will have primary responsibility for managing and coordinating the efforts of the project team and subconsultants. NCE's Project Manager will be responsible for monthly invoicing, scheduling, subconsultant invoicing, and general project administration.

Deliverables

- Meeting summaries
- Project invoicing

Task 2 – Data Gathering

Task 2.1 – Data Gathering

NCE will review relevant available data and records from the City as listed in the previous section, public and private utility providers, and other sources that may be appropriate to support the preparation of project contract documents. These may include, but are not limited to, drainage infrastructure inventory maps, aerial photographs, as-built street improvement plans, and as-builts of the Park. The data gathered will be compiled and included in the base map used for design.

Deliverables

- Base Plan in ACAD format
- Topographic Survey of entire park
- Inventory of existing irrigation system and equipment

Task 3 – Schematic Design and Community Engagement

Task 3.1 – Draft Schematic Master Plan

Based on the data gathered during Task 2, NCE will prepare a Draft Schematic Master Plan. The Draft Schematic Master Plan will depict the schematic layout of the expanded play area and will include descriptions and images of materials and improvements.

Deliverables

- Draft Schematic Master Plan in digital and print format

Task 3.2 Community Engagement

NCE will collaborate with City staff on the implementation of the community engagement. NCE will participate in 1 pop-up, create an on-line survey, and provide content/digital media for use in the survey. The City will advertise the project and post project information on social media. Exact methods, schedule, and goals will be developed in consultation with the City during Task 1: Kick-off meeting and the fee estimate for Task 3.2 may be adjusted to reflect the City's preferences for community engagement.

Deliverables

- Memorandum summarizing community engagement processes and community preferences for the Park

Task 3.3– Final Schematic Landscape Master Plan

Based on feedback from the Draft Schematic Master Plan, NCE will prepare the Final Schematic Master Plan for review and approval by the City.

Deliverables

- Final Schematic Landscape Master Plan in digital and print format

Task 4 – Design Development - 35% P&E

Upon the City's authorization to begin Design Development, NCE will prepare plans for the project that will indicate the relative locations, surface elevations, types and extent of pedestrian pavements, site furnishings, fencing, plantings, materials and finishes, plant palette. Drawings will be drafted in digital format using AutoCAD and printed at 1/8" = 1'- 0" or another scale as appropriate to depict the improvements. NCE anticipates that the following drawings will be prepared:

- Title and Notes sheet
- Demolition Plan
- Landscape Layout and Materials Plan
- Grading Plan
- Planting Plans and Plant Palette
- Planting and Hardscape Details
- Irrigation Plans and Details
- Preliminary Cost Estimate of Construction

It is assumed that the City will require a 10-day review/comment period once the 35% PS&E package is submitted.

Deliverables

- One reproducible copy in digital format of the 35% P&E

Task 5 – Construction Documents

Task 5.1 – 90% P, S&E

NCE will meet with the City to review comments on the 35% P, S&E, and will prepare the 90% PS&E incorporating this feedback. The 90% PS&E will include additional design information and details typically expected at this stage of completion including grading and drainage, types and extent of pedestrian pavements, site furnishings, plantings, materials and finishes, planting palette, irrigation equipment, and typical planting and hardscape details. The drawings will be drafted using AutoCAD and printed at 1/8" = 1'- 0" or another scale as appropriate to depict the improvements. The technical specifications will be prepared in MS Word in Construction Specification Institute (CSI) format and will reference the City's standard provisions. The Landscape Cost Estimate will be prepared in MS Excel and will be based on the most recent construction cost data available to NCE for projects of this type. The 35% cost estimate will then be updated and refined as the design effort progresses.

It is assumed that the City will require a 10-day review/comment period once the 90% PS&E package is submitted.

Deliverables

- One reproducible copy in digital format of the 90% PS&E

Task 5.2 – Final P, S&E

NCE will again meet with the City to review comments on the 90% PS&E and will prepare the Final PS&E incorporating this feedback. The Final PS&E will include notes and details necessary for construction. One reproducible copy of the Final PS&E will then be packaged and submitted similar to the 90% PS&E unless directed otherwise. It is assumed that the City will require a 10-day review/comment period once the Final PS&E package is submitted.

Upon receipt of the City's final review comments, the project documents will be finalized for bidding purposes.

A final quantity calculation will be tabulated, and this will be entered into the final Cost Estimate for the project. The final documents will be reviewed, stamped, and signed by NCE's registered landscape architect, and the Final P, S&E will be delivered to the City in both hard copy and electronic formats.

Deliverables

- One wet-signed and 1 electronic file of the Final P, S&E.

Task 6 – Bidding and Construction Support Services

Task 6.1 – Bidding Support Services

NCE will provide the City with assistance during the advertisement and bidding period of the project. This will include attendance at the pre-bid conference, response to questions about the project design, and preparation of up to one addendum and clarifications to the P, S&E. NCE can also assist the City in determining the responsiveness of bids received, and in checking and tabulating bid results.

Task 6.2 – Construction Support Services:

NCE will provide support services to the City during project construction. At a minimum, these services are anticipated to include attendance at the pre-construction conference, review of contractor submittals, response to contractor requests for information, provision of recommendations for necessary construction changes due to unforeseen field conditions, assistance with the review of Contract Change Orders, and review of construction for acceptance. This task does not provide any field inspection services, and we understand that all construction inspection will be provided by the City.

Exclusions

This Scope of Work excludes:

- Presentations to any commissions, agencies, and boards
- Construction plans for any electrical service and/or site lighting circuitry
- Geotechnical engineering and reports
- Design of stormwater treatment facilities or bioretention areas
- Permitting with any Federal, State, or Local Agencies other than the City.
- The provision and preparation of upfront/front end specifications.

Schedule

Once we have a notice to proceed and clear project objectives, and have conducted the kick-off meeting, we will develop a detailed project design schedule with the goal to prepare bid documents for construction in June 2026.

Fee Estimate

NCE will provide the defined scope of work for a not to exceed fee of $112,500 on a time and materials basis. Cost per task is provided below.

Task 1- Kick-off Meeting, Project Coordination and Management

Task 1.1 Kick-off Meeting: $1,170

Task 1.2 Project Coordination and Management: $7680

Task 2- Data Gathering

Task 2.1 Data Gathering: $10,948

Task 3- Schematic Design and Community Engagement

Task 3.1 Draft Schematic Landscape Master Plan: $8,840

Task 3.2 Community Engagement: $4960

Task 3.3 Final Schematic Landscape Master Plan: $3560

Task 4- Design Development: 35% P & E: $17,572

TASK 5- Construction Documents

Task 5.1 90% P, S &E: $23,747

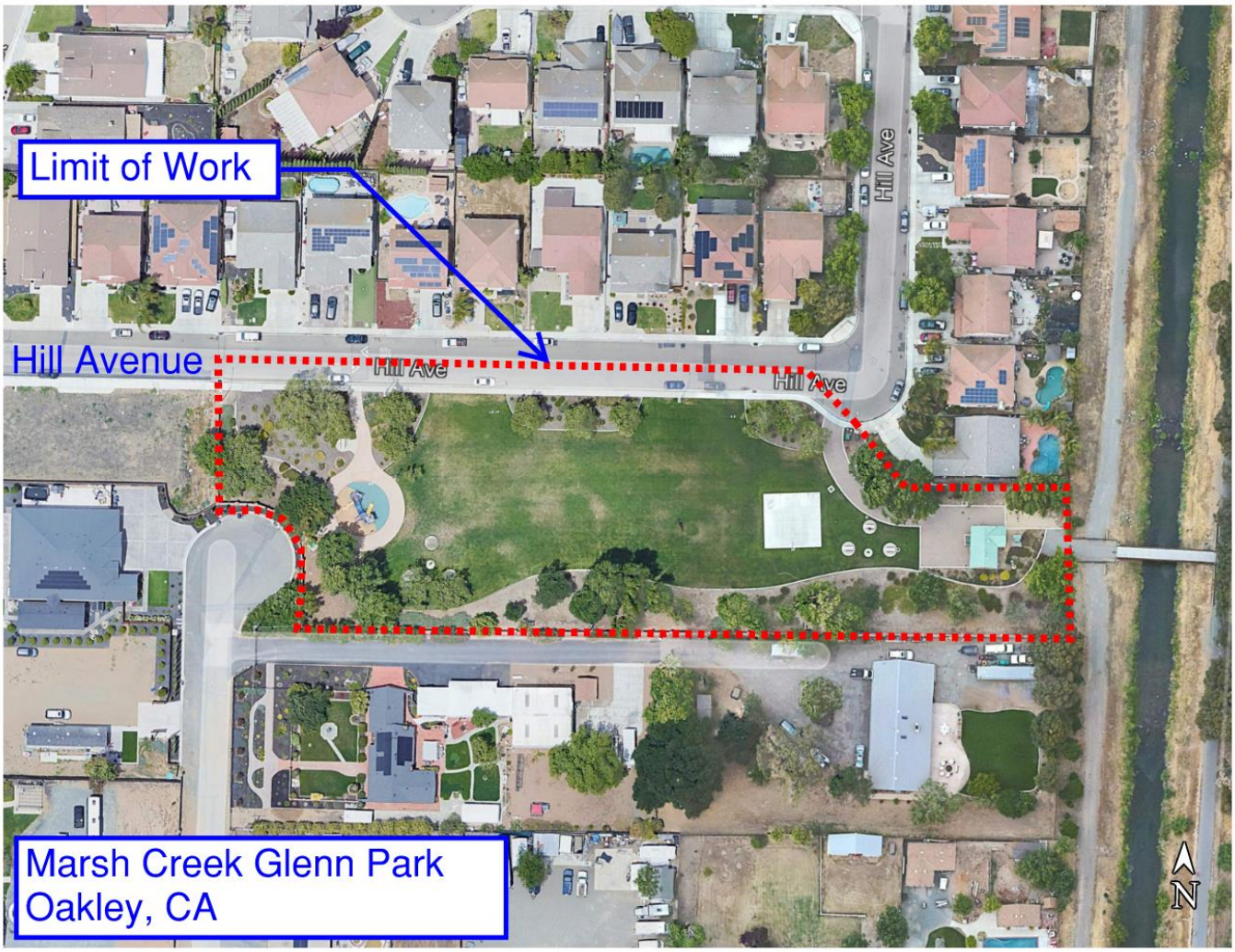
Task 5.2 Final P, S & E: $19,495

Task 6- Bidding and Construction Support Services

Task 6.1 Bidding Support Services: $4160

Task 6.2 Construction Support Services: $10,368.

Limit of Work



DATE: June 10, 2025

Approved and Forwarded to the City Council

TO: Joshua McMurray, City Manager

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

SUBJECT: Approve a Reimbursement Agreement with Meritage Homes of California, Inc, for the East Cypress Road Widening Project related to the Machado Subdivision 9615 frontage improvements

Background and Analysis

On June 13, 2023, Resolution 66-23, the City Council conditionally approved the Vesting Tentative Map (TM 03-21) Machado Property Subdivision 9615 located at the southwest corner of East Cypress Road and Machado Lane. The development subdivides approximately 20.11 acres into 76 single family residential lots. The project includes frontage improvements on East Cypress Road. Condition of Approval #60a requires the developer to construct the ultimate frontage improvements of East Cypress Road to a four-lane divided roadway between approximately 800 feet east of Rubens Way to Machado Lane. Condition #50a also states that the developer may request to enter into a Frontage Improvement Agreement with the City for the cost of construction beyond the project frontage for improvements eligible for reimbursement from the City's Traffic Impact Fee Program. The agreement shall include a requirement for the City to condition future development of the adjacent parcel to the west APN 033-190-001 with payment to the City of its required fair share of its frontage improvements to fund the remaining ultimate improvement of Machado Lane.

This segment of East Cypress Road is a portion of Project No. 8 under the City of Oakley's Traffic Impact Fee Project List. The reimbursement requested are improvements eligible to be funded under this fee program. The improvements include the ultimate median width and reconstruct the full pavement section of eastbound lane adjacent to the median. The future developer for the adjacent parcel to the west will be conditioned to pay the City of Oakley for the frontage improvements constructed and the funds will be used to complete the construction of the remaining frontage improvements of Machado Lane.

The developer, Meritage Homes of California, Inc, will complete the construction in the coming months and has requested reimbursement of the eligible costs outlined in the attached Reimbursement Agreement. Utility undergrounding is completed in this area and paving is slated for the summer months during the school summer break to minimize traffic delays in this section of East Cypress Road.

Over the last few months, staff has worked with the developer and their engineer to ascertain the value of the reimbursable work for the improvements. The total amount of reimbursement is determined to be $546,545.88. The developer has requested a lump sum reimbursement of $546,545.88 once the improvements are completed and accepted by the City Council.

On May 27, 2025, the City Council approved the City's Capital Improvement budget for FY 2025/26. The budget included $550,000 to fund Project #334, East Cypress Road widening from 800' east of Rubens Way to Machado Lane Project. Approval of the reimbursement agreement will obligate the City to reimburse $546,545.88 to Meritage Homes Inc., from the budget allocated for CIP #334 once construction is completed and the improvements are accepted by the City Council as complete. The funding for the construction of this project has been included in the Capital Improvement budget for Fiscal Year 2025/26 for $550,000.00 from the General Capital Projects fund. The developer is obligated to pay the full Traffic Impact Fee (TIF) per lot of this subdivision. Once the Traffic Impact Fees are collected for all of the lots within this subdivision and the total amount of the reimbursement is available in the Traffic Impact Fee fund, the General Capital Fund can be replenished with TIF funds.

Consistency with the Oakley Strategic Plan 27+

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

Fiscal Impact

Approval of the reimbursement agreement will obligate the City to reimburse $546,545.88 to Meritage Homes Inc., from the budget allocated for CIP #334 once construction is completed and the improvements are accepted by the City Council as complete. The funding for the construction of this project has been included in the Capital Improvement budget for Fiscal Year 2025/26 from the General Capital Projects fund. Once Traffic Impact Fees are collected for all of the lots for this subdivision, the General Capital Fund can be replenished with TIF funds.

Staff Recommendation

Staff recommend that the City Council adopt the Resolution authorizing the City Manager to execute the Reimbursement Agreement.

Attachments

Attachment 1 - Resolution
Attachment 2 – Reimbursement Agreement

RESOLUTION NO. __-25

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OAKLEY AUTHORIZING THE CITY MANAGER TO EXECUTE A REIMBURSEMENT AGREEMENT WITH MERITAGE HOMES OF CALIFORNIA, INC., FOR THE EAST CYPRESS ROAD WIDENING RELATED TO THE MACHADO SUBDIVISION 9615 FRONTAGE IMPROVEMENTS

WHEREAS, on June 13, 2023, the City Council adopted Resolution 66-23 conditionally approving the tentative map for Subdivision 9615 Machado Subdivision located on the southwest corner of East Cypress Road and Machado Lane; and

WHEREAS, Condition of Approval #60a requires the developer to construct the frontage of East Cypress Road adjacent to the project and also states that part of the cost of the work may be eligible for reimbursement from the City's Traffic Impact Fee Program; and

WHEREAS, Meritage Homes of California, Inc., will complete the construction in the coming months and will request reimbursement of the eligible costs outlined in the attached Reimbursement Agreement; and

WHEREAS, Staff and Meritage Homes of California, Inc., have reviewed the itemized cost breakdown and agree the total reimbursable cost of these improvements is $546,545.88; and

WHEREAS, Meritage Homes of California, Inc., has requested to enter into this Reimbursement Agreement; and,

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Oakley that the City Manager is authorized to execute the reimbursement agreement, to reimburse $546,545.88 in cash to Meritage Homes of California, Inc. once the improvements are completed and accepted by the City Council.

PASSED, APPROVED AND ADOPTED this 10th day of June 2025 by the following vote.

AYES:
NOES:
ABSTENTION:
ABSENT:

APPROVED:

_____
Shannon Shaw, Mayor

ATTEST:

_____
Kim Snodgrass, City Clerk

_____
Date

REIMBURSEMENT AGREEMENT
EAST CYPRESS ROAD
RELATED TO OFFSITE IMPROVEMENTS
FOR MACHADO SUBVISION 9615

THIS REIMBURSEMENT AGREEMENT ("Agreement") is made and entered into this **10th day of June 2025,** by and between **Meritage Homes of California, Inc., a California Corporation** ("Developer") and the **City of Oakley, a California municipal corporation** ("City"). Developer and City are sometimes individually referred to as "Party" or collectively as "Parties".

RECITALS

A. Developer is constructing the offsite improvements along East Cypress Road associated with the Machado Subdivision development project (Subdivision 9615) as required by the conditions of approval (COAs) for the project as adopted by the City of Oakley City Council via Resolution Number 66-23 in accordance with the requirements and conditions set forth in approvals.

B. The COAs require, among other things, that certain offsite roadway improvements along the East Cypress Road be constructed by Developer. The funding for a portion of these improvements is the responsibility of the developer and a portion is eligible for reimbursement under the Traffic Impact Fee Program.

C. The City's Traffic Impact Fee Program includes East Cypress Road Project Number 8, as a Transportation Improvement Project, which involves the construction of roadway improvements on East Cypress Road between 800' East of Frank Hengel Way to Sellers Avenue.

D. Developer has fully designed said offsite improvements and is currently in the process of completing the construction of said offsite improvements. Developer has agreed to direct their contractor to perform the East Cypress Road offsite improvements outline in Exhibit A, and for the City to reimburse the Developer the City's share of costs associated with these offsite improvements.

E. Developer has requested to enter into this reimbursement agreement to clearly identify the improvements eligible for reimbursement and the costs incurred by Developer for construction of the eligible improvements.

NOW, THEREFORE, in consideration of the above-recited premises, together with the mutual covenants herein contained and attached hereto, it is agreed that:

AGREEMENT

1. **SCOPE OF WORK.** Subject to the terms of this Agreement, City agrees to reimburse Developer for all costs and expenses related to the construction and installation of the City's portion of the East Cypress Road offsite improvements outlined in Exhibit A. City acknowledges that City shall be responsible to reimburse Developer for all the expenses incurred in completing the offsite improvements in the not to exceed amount identified in the costs outlined in the attached exhibit.

2. **AMOUNT AND PAYMENT OF REIMBURSEMENT.** The total cost of the reimbursement is **$546,545.88** as shown in Exhibit A ("Exhibit and Itemized Cost"). Upon deeming the project as complete by the City Engineer, acceptance by the City Council, and receipt of the invoice from the Developer, the reimbursement amount shall be paid by the City to the Developer within thirty (30) days.

3. **INSPECTION OF WORK**. All of the Work shall be performed to the satisfaction of the City Engineer in his or her reasonable discretion. The City and its authorized agents shall, at all times during the performance of the Work, have free access to the Work and shall be allowed to examine the Work and all materials used and to be used in the Work. Any Work performed without inspection is subject to rejection by City. All Work shall be performed during the City's normal working hours and workdays unless approved by the City Engineer for extended work hours

4. **OWNERSHIP OF THE IMPROVEMENTS**. The Developer shall transmit the invoice for the Work to the City for the costs associated with the Contractor's performance of the Work. The City shall issue payment to the Developer within thirty (30) days of receipt of the invoice from the Developer.

5. **INDEMNIFICATION.** Developer shall defend, indemnify and hold City, its elected officials, officers, employees, and agents free and harmless from and against any and all claims, actions, causes of action, demands, expenses, costs, fines, penalties, fees, and/or liability, including from loss, damage, or injury to or death of persons or property in any manner, to the extent caused by Developer's intentional misconduct in connection with the construction and installation of the Improvements. Developer's indemnity obligations hereunder shall expire upon the statute of limitations having run on any claim arising prior to the City's acceptance of the improvements. Developer's indemnity obligations hereunder ~hall include attorney's fees and court costs, and shall include: (i) any liability related to or arising out of the design, drawings, plans, and/or specifications for the Improvements, (ii) any costs, expenses, fees, fines, or liability for any hazardous substances or toxic material and any required remediation, (iii) any liability to the extent caused by the negligence or intentional acts or omissions of General Contractor. All of each Party's indemnity obligations hereunder shall survive expiration of this Agreement. City's indemnity obligations hereunder shall include attorney's fees and court costs, but shall exclude any liability to the extent caused by the intentional misconduct of Developer or its agents, representatives, consultants, and/or contractors.

6. **INSURANCE**. The Developer shall be required to list the City as an additional insured for all insurance policies required for the Project including but not limited to commercial general liability policy, commercial automobile liability policy, and workers compensation policy.

7. **TIME OF ESSENSE.** Time is expressly made of the essence with respect to the performance by the Developer and the City of each and every obligation and condition of this Agreement.

8. **ATTORNEY'S FEES**. If any legal action is brought by either party to interpret or enforce any terms or provisions of this Agreement, each party shall pay their respective attorneys' fees and costs.

9. **ENTIRE AGREEMENT**. This Agreement constitutes the entire agreement of the parties with respect to the matters set forth herein. Any amendments, modifications, or changes to this Agreement shall be in writing and signed by both parties.

10. **WAIVERS**. Waiver of a breach or default under this Agreement shall not constitute a continuing waiver or a waiver of a subsequent breach of the same or any other provision of this Agreement.

11. **SEVERABILITY**. If any provision of this Agreement or the application of any such provision shall be held by a court of competent jurisdiction to be invalid, void or unenforceable to any extent, the remaining provisions of this Agreement and the application thereof shall remain in full force and effect and shall not be affected, impaired or invalidated.

12. **SUCCESSORS AND ASSIGNS**. This Agreement shall be binding upon the parties hereto and their respective heirs, legal representatives, successors and assigns.

13. **JURISDICTION**. This Agreement shall be administered and interpreted under the laws of the State of California without regard to its choice of law rules. Jurisdiction and venue of litigation arising from this Agreement shall be in the County of Contra Costa, State of California.

14. **NOTICES**. All notices or other communications required or permitted hereunder shall be in writing, and shall be personally delivered, sent by pre-paid First Class U.S. Mail, registered or certified mail, postage prepaid, return receipt requested, or delivered or sent by email with evidence of completed transmission, and shall be deemed received upon the earlier of (i) the date of delivery to the address of the person to receive such notice if delivered personally or by messenger or overnight courier; (ii) three (3) business days after the date of posting by the United States Post Office if by mail; or (iii) when sent if given by email. Any notice, request, demand, direction, or other communication sent by email must be confirmed within forty-eight (48) hours by letter mailed or delivered. Other forms of electronic transmission such as text messages or instant messages are not acceptable manners of notice required hereunder. Notices or other communications shall be addressed as follows:

To the City:
Kevin Rohani, Public Works Director/City Engineer
3231 Main Street
Oakley, CA 94561
(925) 625-7003

To the Developer:
Justin Derby, Vice President
2850 Gateway Oaks Drive, Suite 200
Sacramento, CA 95833

Any party may change its address for notice by written notice to the other party in the manner provided in this Section 11.

15. **INTERPRETATION**. The titles to the sections of this Agreement are not a part of this Agreement and shall have no effect upon the construction or interpretation of any part of this Agreement. As used in this Agreement, masculine, feminine or neuter gender and the singular or plural number shall each be deemed to include the others where and when the context so dictates. The word "including" shall be construed as if followed by the words "without limitation." This Agreement is the product of negotiations among the Parties, and it shall not be construed as if it had been prepared by one of the Parties, but rather as if all of the Parties have prepared the same. Any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in interpreting this Agreement.

16. **AUTHORITY**. Each person executing this Agreement covenants and warrants that (i) the party on whose behalf he or she is signing is duly incorporated or otherwise established or formed and validly existing under the laws of its state of incorporation, establishment or formation, (ii) the party has and is duly qualified to do business in California, (iii) the party has full corporate, partnership, trust, association or other power and authority to enter into this Agreement and to perform all of its obligations hereunder, and (iv) each person (and all of the persons if more than one signs) signing this Agreement is duly and validly authorized to do so.

17. **COUNTERPARTS**. This Agreement may be executed in counterparts.

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

"DEVELOPER"
Meritage Homes of California, Inc., A California Corporation

By: _____
Meritage Homes of California, Inc.

Date: _____

"CITY"
CITY OF Oakley, a municipal corporation

By: _____
Joshua McMurray, City Manager

Date: _____

Approved as to form:

By: _____
Derek Cole, City Attorney

Date: _____

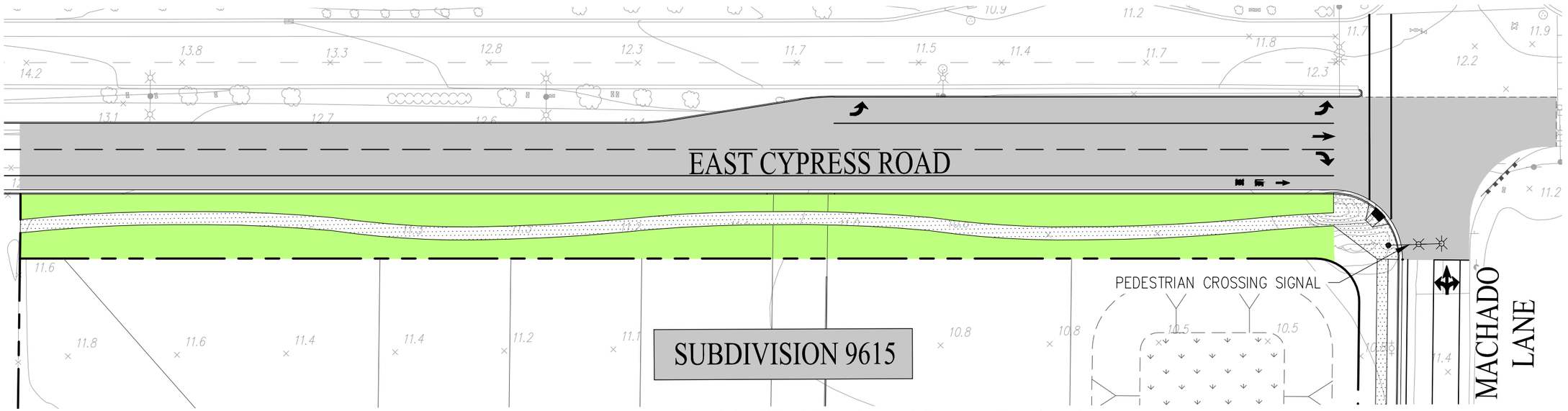
Attest:

By: _____
Kim Snodgrass, City Clerk

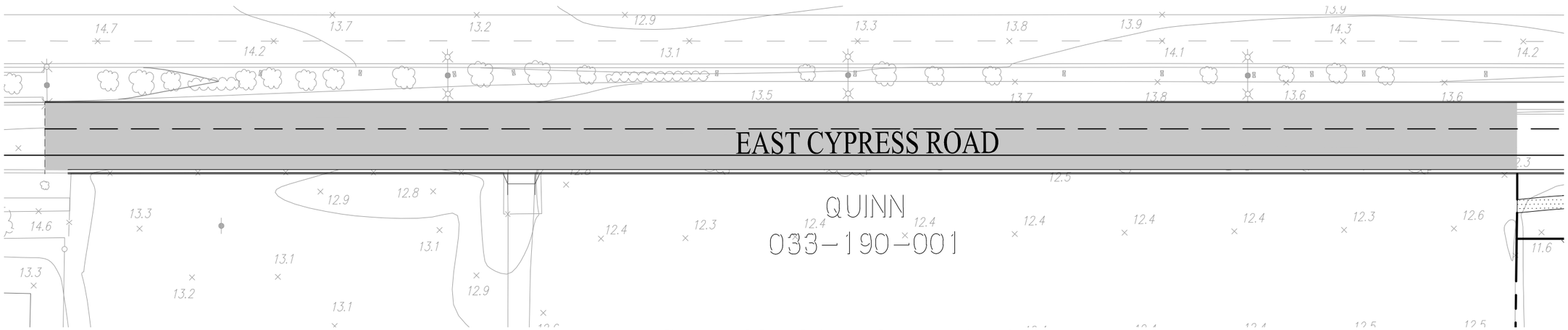
Date: _____

EXHIBIT A

East Cypress Road Roadway Improvements
Exhibit and Itemized Cost



CYPRESS ROAD - FRONTAGE (TIF)



CYPRESS ROAD - QUINN (TIF)

LEGEND

- PROPOSED 6" AC / 21" AB
- PROPOSED LANDSCAPE
- PROPOSED 6' SIDEWALK
- PROJECT BOUNDARY
- PROPOSED TOP OF CURB
- PROPOSED LIP OF GUTTER

EAST CYPRESS ROAD TIF IMPROVEMENTS

MACHADO LANE

CITY OF OAKLEY CONTRA COSTA COUNTY CALIFORNIA

SCALE: 1" = 50' DATE: MAY 8, 2025

0' 50' 100'

cbg CIVIL ENGINEERS ▪ SURVEYORS ▪ PLANNERS
SAN RAMON (925) 866-0322
ROSEVILLE (916)788-4456
WWW.CBANDG.COM

G:\1340-030\ACAD\EXHIBITS\XB - CYPRESS ROAD IMPROVEMENTS.DWG

East Cypress Roadway Improvements
Itemized Cost

	Quantity	Units	Unit Price	Bid Total
Cypress Road - Frontage - Cypress Rd				
Remove Existing Median Curb	615.00	LF	13.13	$ 8,074.95
Demo & Remove Existing Pavement Section	17,220.00	SF	4.04	$ 69,568.80
Fine Grading	17,160.00	SF	1.52	$ 26,083.20
Earthwork (Assume 3' x Pavement Area)	1,300.00	CY	12.63	$ 16,419.00
6" AC Paving	9,920.00	SF	5.25	$ 52,080.00
21" Aggregate Base	9,920.00	SF	4.85	$ 48,112.00
Fog Seal	9,920.00	SF	0.1	$ 992.00
Median Curb	620.00	LF	28.28	$ 17,533.60
Striping and Signage	1.00	LS	13557.23	$ 13,557.23
Traffic Control	1.00	LS	40400	$ 40,400.00
Accessible Ramps	1.00	EA	1828.1	$ 1,828.10
Cypress Road - Quinn - Cypress Rd.				
Remove Existing Median Curb	660.00	LF	11.11	$ 7,332.60
Demo & Remove Existing Pavement Section	18,430.00	SF	4.04	$ 74,457.20
Fine Grading	7,920.00	SF	1.52	$ 12,038.40
Earthwork (Assume 3' x Pavement Area)	900.00	CY	12.63	$ 11,367.00
6" AC Paving	7,920.00	SF	5.25	$ 41,580.00
21" Aggregate Base	7,920.00	SF	4.85	$ 38,412.00
Median Curb	660.00	LF	28.28	$ 18,664.80
Striping and Signage	1.00	LS	4545	$ 4,545.00
Traffic Control	1.00	LS	25000	$ 25,000.00
Pedestrian Crossing				
Furnish & Install Pushbutton Post & Foundation	1.00	LS	3500	$ 3,500.00
Furnish & Install APS Pushbuttons	2.00	EA	1000	$ 2,000.00
Furnish & Install SP-1-T PED Heads	2.00	EA	1250	$ 2,500.00
Furnish and Install New Conductors	1.00	LS	750	$ 750.00
Remove Ped Barricade	1.00	LS	500	$ 500.00
R & R Sidewalk	2.00	EA	1450	$ 2,900.00
Striping and Signage	1.00	LS	5000	$ 5,000.00
Moreno soft costs	1.00	LS	1350	$ 1,350.00
Total				$546,545.88

OAKLEY
CALIFORNIA

DATE: June 10, 2025

Approved and Forwarded to the City Council

TO: Joshua McMurray, City Manager

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

SUBJECT: Approve a Reimbursement Agreement with Meritage Homes of California, Inc, for the Sellers Avenue Improvements related to the Sellers Subdivision 9614 offsite improvements

Background and Analysis

On July 11, 2023, by Resolution 78-23, the City Council conditionally approved the Vesting Tentative Map (TM 01-22) Sellers Avenue Subdivision 9614 located at west side of Sellers Avenue approximately 1,200 feet north of the railroad track crossing. The development subdivides approximately 20.42 acres into 77 single family residential lots. The project includes frontage improvements on Sellers Avenue.

Sellers Avenue is a two-lane rural county road with poor pavement conditions prior to the construction activity in this area. As part of the subdivision improvements, a new sewer and water mainline was installed along Sellers Avenue from East Cypress Road to the entrance of the subdivision serving the new subdivision and providing an option for existing properties in this area to connect to the sewer and water infrastructure. With months of heavy construction machinery on the roadway to install these utilities, the pavement has substantially degraded to an unacceptable condition.

Over the last several months, City staff has been exploring options with the developer and their engineers to fully reconstruct the pavement in its entirety and design the pavement section to accommodate future traffic volumes that will be utilizing this roadway for decades to come. Full Depth Reclamation (FDR) was selected as the method to rehabilitate this roadway. FDR is a pavement rehabilitation process that involves recycling the existing asphalt pavement and a portion of the underlying materials to create a new, stabilized base. It essentially "recycles" the road by pulverizing the old asphalt and base, then blending and stabilizing them with additives to form a new base layer. This process can be a cost-effective and faster alternative to full reconstruction, as it reuses existing materials. A similar method was used on Main Street in 2015 between Bridgehead Road to Big Break Road and has proven to be a great method for pavement restoration.

Sellers Avenue is Project No. 27 and 28 between East Cypress Road to Delta Road on the City of Oakley's Traffic Impact Fee Project List. The reimbursement requested is for improvements eligible to be funded under this fee program. The improvements include reconstructing the full pavement for the existing two-lane roadway.

The developer, Meritage Homes of California, Inc, will complete the construction in the coming months and has requested reimbursement of the eligible costs outlined in the attached Reimbursement Agreement. Utility undergrounding is completed in this area and paving is slated for the summer months during the school summer break to minimize traffic delays in this section of Sellers Avenue. A full road closure of this segment will be required to perform the paving operation. Local traffic and emergency vehicles will be accommodated.

Over the last few months, staff has worked with the developer and their engineer to ascertain the value of the reimbursable work for the improvements. The total amount of reimbursement is determined to be $1,493,469.11 for the City's portion of these improvements. The developer has requested a lump sum reimbursement of $1,493,469.11 once the improvements are completed and accepted by the City Council.

On May 27, 2025, the City Council approved the City's Capital Improvement budget for FY 2025/26. The budget included $810,000 to fund Project #335, Sellers Avenue reconstruction from the Railroad Tracks to Delta Road Project and $690,000 for the City's share to fund Project #336, Sellers Avenue reconstruction from East Cypress Road to the Railroad Tracks Project. Approval of the reimbursement agreement will obligate the City to reimburse $1,493,469.11 to Meritage Homes Inc., from the budget allocated for CIP #335 and 336 once construction is completed and the improvements are accepted by the City Council as complete. The funding for the construction of this project has been included in the Capital Improvement budget for Fiscal Year 2025/26 for a total of $1,500,000.00 from the General Capital Projects fund. The developer is obligated to pay the full Traffic Impact Fee (TIF) per lot of this subdivision. Once the Traffic Impact Fees are collected for all of the lots within this subdivision and the total amount of the reimbursement is available in the Traffic Impact Fee fund, the General Capital Fund can be replenished with TIF funds.

Consistency with the Oakley Strategic Plan 27+

The approval of this agreement is consistent with the Oakley Strategic Plan under the Community Health and Safety Goal to provide safe streets in our City. Sellers Avenue is a critical segment in the Oakley roadway infrastructure network that will serve existing and future communities in the eastern portion of the City. The new roadway segment will be an essential infrastructure to support emergency vehicle access for this area.

Fiscal Impact

Approval of the reimbursement agreement will obligate the City to reimburse $1,493,469.11 to Meritage Homes Inc., from the budget allocated for CIP #334 once construction is completed and the improvements are accepted by the City Council as complete. The funding for the construction of this project has been included in the

Capital Improvement budget for Fiscal Year 2025/26 from the General Capital Projects fund. Once Traffic Impact Fees are collected for all of the lots for this subdivision, the General Capital Fund can be replenished with Traffic Impact Fee funds.

Staff Recommendation

Staff recommends that the City Council adopt the Resolution authorizing the City Manager to execute the Reimbursement Agreement.

Attachments

Attachment 1 – Resolution
Attachment 2 – Reimbursement Agreement

RESOLUTION NO. __-25

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OAKLEY AUTHORIZING THE CITY MANAGER TO EXECUTE A REIMBURSEMENT AGREEMENT WITH MERITAGE HOMES OF CALIFORNIA, INC., FOR THE SELLERS AVENUE IMPROVEMENTS RELATED TO THE SELLERS SUBDIVISION 9614 OFFSITE IMPROVEMENTS

WHEREAS, on July 11, 2023, the City Council adopted Resolution 78-23 conditionally approving the tentative map for Subdivision 9614 Sellers Subdivision located at west side of Sellers Avenue approximately 1,200 feet north of the railroad track crossing; and

WHEREAS, Construction of the sewer and water mainline along Sellers Avenue has substantially degraded the pre-existing poor pavement condition to an unacceptable pavement index level; and

WHEREAS, City Staff and Meritage Homes of California, Inc., and their project engineers agreed to a pavement restoration method to build the pavement section of Sellers Avenue to accommodate the future traffic loads of this roadway; and

WHEREAS, the pavement restoration proposed is eligible for reimbursement from the City's Traffic Impact Fee Program; and

WHEREAS, Meritage Homes of California, Inc., will complete the construction in the coming months and will request reimbursement of the eligible costs outlined in the attached Reimbursement Agreement; and

WHEREAS, Staff and Meritage Homes of California, Inc., have reviewed the itemized cost breakdown and agree the total reimbursable cost of the City's portion for the pavement restoration of Sellers Avenue between East Cypress Road to Delta Road is $1,493,469.11; and

WHEREAS, Meritage Homes of California, Inc., has requested to enter into this Reimbursement Agreement; and,

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Oakley that the City Manager is authorized to execute the reimbursement agreement, to reimburse $1,493,469.11 in cash to Meritage Homes of California, Inc. once the improvements are completed and accepted by the City Council.

PASSED, APPROVED AND ADOPTED this 10th day of June 2025 by the following vote.

AYES:
NOES:
ABSTENTION:
ABSENT:

APPROVED:

_____
Shannon Shaw, Mayor

ATTEST:

_____
Kim Snodgrass, City Clerk

_____
Date

REIMBURSEMENT AGREEMENT
SELLERS AVENUE
RELATED TO OFFSITE IMPROVEMENTS
SELLERS SUBDIVISION 9614

THIS REIMBURSEMENT AGREEMENT ("Agreement") is made and entered into this 10th day of June 2025**,** by and between **Meritage Homes of California, Inc., a California Corporation** ("Developer") and the **City of Oakley, a California municipal corporation** ("City"). Developer and City are sometimes individually referred to as "Party" or collectively as "Parties".

RECITALS

A. Developer is constructing the offsite improvements along Sellers Avenue associated with the Sellers Subdivision development project (Subdivision 9614) as required by the conditions of approval (COAs) for the project as adopted by the City of Oakley City Council via Resolution Number 78-23 in accordance with the requirements and conditions set forth in approvals.

B. The COAs require, among other things, that certain offsite roadway improvements along Sellers Avenue be constructed by Developer. The funding for a portion of these improvements is the responsibility of the developer and a portion is eligible for reimbursement under the Traffic Impact Fee Program.

C. The City's Traffic Impact Fee Program includes Sellers Avenue Project Number 27 and 28, as a Transportation Improvement Project, which involves the construction of roadway improvements on Sellers Avenue between East Cypress Road to Delta Road.

D. Developer has fully designed said offsite improvements and is currently in the process of completing the construction of said offsite improvements. Developer has agreed to direct their contractor to perform the Sellers Avenue offsite improvements outline in Exhibits A and B, and for the City to reimburse the Developer the City's share of costs associated with these offsite improvements.

E. Developer has requested to enter into this reimbursement agreement to clearly identify the improvements eligible for reimbursement and the costs incurred by Developer for construction of the eligible improvements.

NOW, THEREFORE, in consideration of the above-recited premises, together with the mutual covenants herein contained and attached hereto, it is agreed that:

AGREEMENT

1. **SCOPE OF WORK.** Subject to the terms of this Agreement, City agrees to reimburse Developer for all costs and expenses related to the construction and installation of the City's portion of the Sellers Avenue offsite improvements outlined in Exhibits A and B. City acknowledges that City shall be responsible to reimburse Developer for all the expenses incurred in completing the offsite improvements in the not to exceed amount identified in the costs outlined in the attached exhibits.

2. **AMOUNT AND PAYMENT OF REIMBURSEMENT.** The total cost of the reimbursement is $ **$1,493,469.11** as shown in Exhibit A and B ("Exhibits and Itemized Costs"). Upon deeming the project as complete by the City Engineer, acceptance by the City Council, and receipt of the invoice from the Developer, the reimbursement amount shall be paid by the City to the Developer within thirty (30) days.

3. **INSPECTION OF WORK**. All of the Work shall be performed to the satisfaction of the City Engineer in his or her reasonable discretion. The City and its authorized agents shall, at all times during the performance of the Work, have free access to the Work and shall be allowed to examine the Work and all materials used and to be used in the Work. Any Work performed without inspection is subject to rejection by City. All Work shall be performed during the City's normal working hours and workdays unless approved by the City Engineer for extended work hours

4. **OWNERSHIP OF THE IMPROVEMENTS**. The Developer shall transmit the invoice for the Work to the City for the costs associated with the Contractor's performance of the Work. The City shall issue payment to the Developer within thirty (30) days of receipt of the invoice from the Developer.

5. **INDEMNIFICATION.** Developer shall defend, indemnify and hold City, its elected officials, officers, employees, and agents free and harmless from and against any and all claims, actions, causes of action, demands, expenses, costs, fines, penalties, fees, and/or liability, including from loss, damage, or injury to or death of persons or property in any manner, to the extent caused by Developer's intentional misconduct in connection with the construction and installation of the Improvements. Developer's indemnity obligations hereunder shall expire upon the statute of limitations having run on any claim arising prior to the City's acceptance of the improvements. Developer's indemnity obligations hereunder ~hall include attorney's fees and court costs, and shall include: (i) any liability related to or arising out of the design, drawings, plans, and/or specifications for the Improvements, (ii) any costs, expenses, fees, fines, or liability for any hazardous substances or toxic material and any required remediation, (iii) any liability to the extent caused by the negligence or intentional acts or omissions of General Contractor. All of each Party's indemnity obligations hereunder shall survive expiration of this Agreement. City's indemnity obligations hereunder shall include attorney's fees and court costs, but shall exclude any liability to the extent caused by the intentional misconduct of Developer or its agents, representatives, consultants, and/or contractors.

6. **INSURANCE**. The Developer shall be required to list the City as an additional insured for all insurance policies required for the Project including but not limited to commercial general liability policy, commercial automobile liability policy, and workers compensation policy.

7. **TIME OF ESSENSE.** Time is expressly made of the essence with respect to the performance by the Developer and the City of each and every obligation and condition of this Agreement.

8. **ATTORNEY'S FEES**. If any legal action is brought by either party to interpret or enforce any terms or provisions of this Agreement, each party shall pay their respective attorneys' fees and costs.

9. **ENTIRE AGREEMENT**. This Agreement constitutes the entire agreement of the parties with respect to the matters set forth herein. Any amendments, modifications, or changes to this Agreement shall be in writing and signed by both parties.

10. **WAIVERS**. Waiver of a breach or default under this Agreement shall not constitute a continuing waiver or a waiver of a subsequent breach of the same or any other provision of this Agreement.

11. **SEVERABILITY**. If any provision of this Agreement or the application of any such provision shall be held by a court of competent jurisdiction to be invalid, void or unenforceable to any extent, the remaining provisions of this Agreement and the application thereof shall remain in full force and effect and shall not be affected, impaired or invalidated.

12. **SUCCESSORS AND ASSIGNS**. This Agreement shall be binding upon the parties hereto and their respective heirs, legal representatives, successors and assigns.

13. **JURISDICTION**. This Agreement shall be administered and interpreted under the laws of the State of California without regard to its choice of law rules. Jurisdiction and venue of litigation arising from this Agreement shall be in the County of Contra Costa, State of California.

14. **NOTICES**. All notices or other communications required or permitted hereunder shall be in writing, and shall be personally delivered, sent by pre-paid First Class U.S. Mail, registered or certified mail, postage prepaid, return receipt requested, or delivered or sent by email with evidence of completed transmission, and shall be deemed received upon the earlier of (i) the date of delivery to the address of the person to receive such notice if delivered personally or by messenger or overnight courier; (ii) three (3) business days after the date of posting by the United States Post Office if by mail; or (iii) when sent if given by email. Any notice, request, demand, direction, or other communication sent by email must be confirmed within forty-eight (48) hours by letter mailed or delivered. Other forms of electronic transmission such as text messages or instant messages are not acceptable manners of notice required hereunder. Notices or other communications shall be addressed as follows:

To the City:
Kevin Rohani, Public Works Director/City Engineer
3231 Main Street
Oakley, CA 94561
(925) 625-7003

To the Developer:
Justin Derby, Vice President
2850 Gateway Oaks Drive, Suite 200
Sacramento, CA 95833

Any party may change its address for notice by written notice to the other party in the manner provided in this Section 11.

15. **INTERPRETATION**. The titles to the sections of this Agreement are not a part of this Agreement and shall have no effect upon the construction or interpretation of any part of this Agreement. As used in this Agreement, masculine, feminine or neuter gender and the singular or plural number shall each be deemed to include the others where and when the context so dictates. The word "including" shall be construed as if followed by the words "without limitation." This Agreement is the product of negotiations among the Parties, and it shall not be construed as if it had been prepared by one of the Parties, but rather as if all of the Parties have prepared the same. Any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in interpreting this Agreement.

16. **AUTHORITY**. Each person executing this Agreement covenants and warrants that (i) the party on whose behalf he or she is signing is duly incorporated or otherwise established or formed and validly existing under the laws of its state of incorporation, establishment or formation, (ii) the party has and is duly qualified to do business in California, (iii) the party has full corporate, partnership, trust, association or other power and authority to enter into this Agreement and to perform all of its obligations hereunder, and (iv) each person (and all of the persons if more than one signs) signing this Agreement is duly and validly authorized to do so.

17. **COUNTERPARTS**. This Agreement may be executed in counterparts.

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

"DEVELOPER"
Meritage Homes of California, Inc., A California Corporation

By: _____
Meritage Homes of California, Inc.

Date: _____

"CITY"
CITY OF Oakley, a municipal corporation

By: _____
Joshua McMurray, City Manager

Date: _____

Approved as to form:

By: _____
Derek Cole, City Attorney

Date: _____

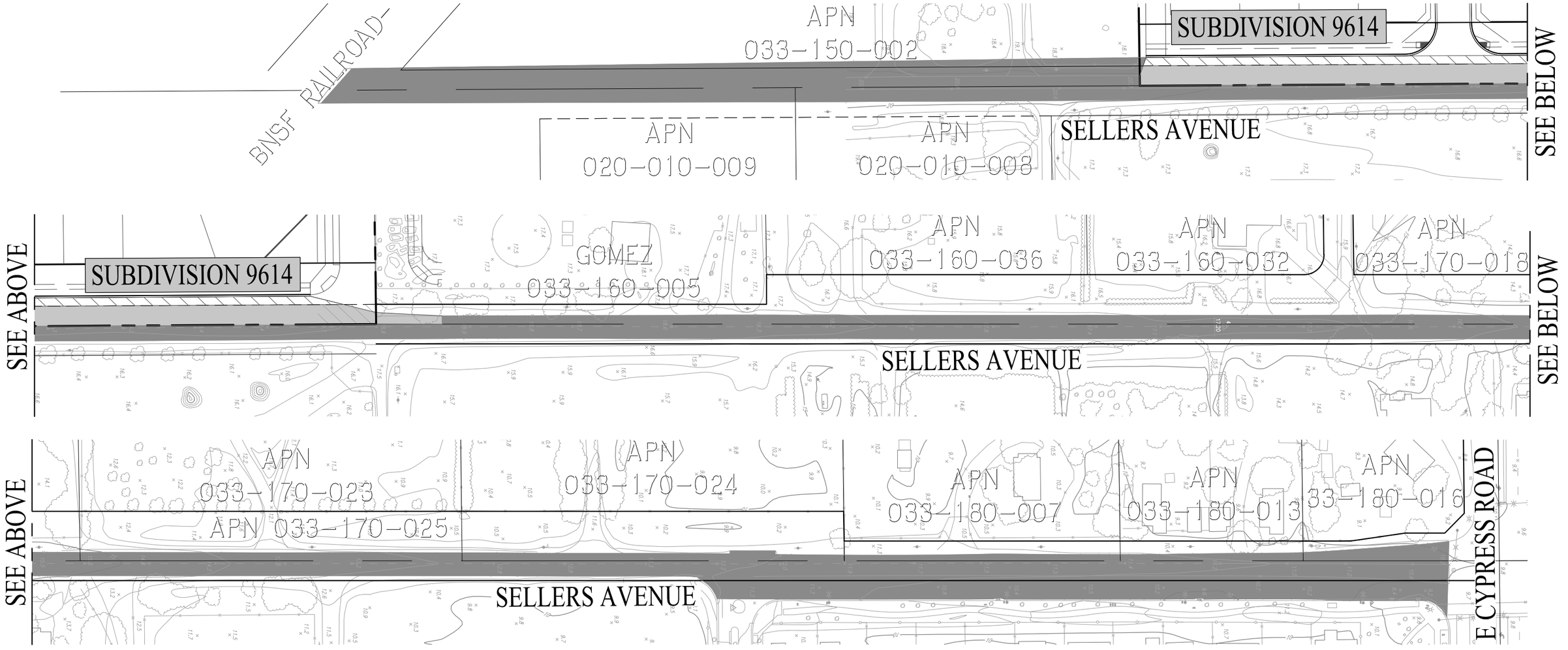
Attest:

By: _____
Kim Snodgrass, City Clerk

Date: _____

EXHIBIT A

Sellers Avenue (North of Railroad Tracks to East Cypress Road) Roadway Improvements
Exhibit and Itemized Cost



LEGEND

- PROPOSED 6" AC / 21" AB
- FULL DEPTH RECLAMATION PAVEMENT (3" AC)
- 10' WIDE ROADWAY WIDENING
- SUBDIVISION 9614 BOUNDARY
- TOP OF CURB (SUBDIVISION 9614 FRONTAGE)
- LIP OF GUTTER (SUBDIVISION 9614 FRONTAGE)
- RIGHT OF WAY (SUBDIVISION 9614)

SELLERS AVENUE PAVEMENT IMPROVEMENTS

SELLERS AVENUE

CITY OF OAKLEY CONTRA COSTA COUNTY CALIFORNIA

SCALE: 1" = 100' DATE: MAY 8, 2025

0' 100' 200'

cbg CIVIL ENGINEERS ▪ SURVEYORS ▪ PLANNERS
SAN RAMON (925) 866-0322
ROSEVILLE (916)788-4456
WWW.CBANDG.COM

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Sellers Avenue (North of Railroad Tracks to East Cypress Road) Roadway Improvements

Itemized Cost

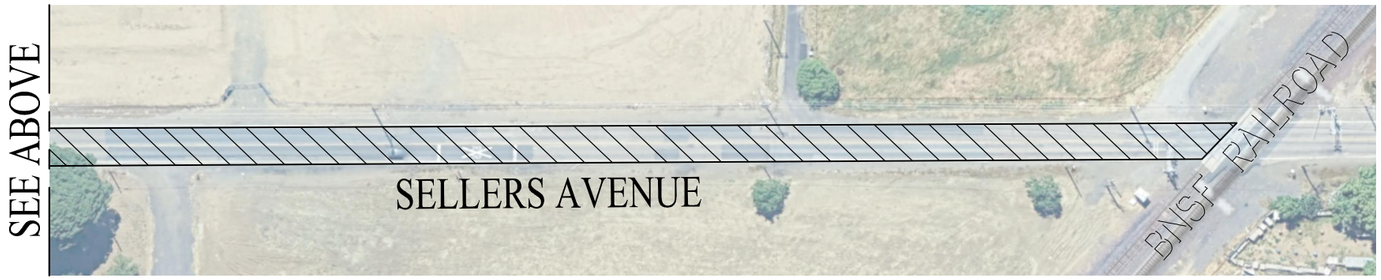
Description	*Quantity*	*Units*	*Unit Price*	*Total*
CYPRESS TO BALDOCCHI	29783.61	SF	$ 7.56	$ 225,111.43
SELLERS PROJECT TRENCH LIMITS	30869.20	SF	$ 7.56	$ 233,316.53
SOUTHERN PROJECTS LIMIT TO RAIL ROAD	18602.63	SF	$ 7.56	$ 140,602.97
SOFT COSTS 15%	1	LS	$ 89,854.64	$ 89,855.64
TOTAL				$ 688,886.56

EXHIBIT B

Sellers Avenue (South of Railroad Tracks to Delta Road) Roadway Improvements
Exhibit and Itemized Cost







SELLERS AVENUE
RAILROAD TO DELTA ROAD
PAVEMENT IMPROVEMENTS

SELLERS AVENUE

CITY OF OAKLEY CONTRA COSTA COUNTY CALIFORNIA

SCALE: 1" = 100' DATE: MAY 8, 2025

LEGEND

FULL DEPTH RECLAMATION PAVEMENT

0' 100' 200'

cbg
CIVIL ENGINEERS ▪ SURVEYORS ▪ PLANNERS
SAN RAMON (925) 866-0322
ROSEVILLE (916)788-4456
WWW.CBANDG.COM

F:\3247-000\ACAD\EXHIBITS\XB - RAILROAD TO DELTA ROAD FDR.DWG

Sellers Avenue (South of Railroad Tracks to Delta Road) Roadway Improvements

Itemized Cost

Description	*Quantity*	*Units*	*Unit Price*	*Bid Total*
FULL DEPTH RECLAMATION - 5% CEMENT TREAT	99,765	SF	$ 2.70	$ 269,365.50
3" AC	99,765	SF	$ 3.10	$ 309,271.50
CONFORM AT (E) DRIVEWAYS	17.00	each	$ 1,000.00	$ 17,000.00
1' WIDE AB SHOULDER AT EDGE OF AC	7,400	LF	$ 10.00	$ 74,000.00
TRAFFIC, MARKINGS AND PAVEMENT MARKERS	1	LS	$ 30,000.00	$ 30,000.00
SOFT COSTS 15%	1	LS	$ 104,945.55	$ 104,945.55
TOTAL				$ 804,582.55

OAKLEY
CALIFORNIA

Approved and Forwarded to the City Council

DATE: June 10, 2025
TO: Joshua McMurray, City Manager
FROM: Ken Strelo, Community Development Director
SUBJECT: Approval of a Services Agreement Between the City of Oakley and TRB and Associates, Inc. for Services Associated with California Building Standards Code Compliance for Fiscal Year 2025-2026

Background and Analysis

The City of Oakley utilizes a wide range of consultants and contractors across several departments to augment City Staff as needed to accommodate the workload activities. One of the areas that this approach is utilized is code compliance plan reviews for projects for which the City issues building permits. The volume of private development activity fluctuates with the overall economic climate of the region. The Community Development and Public Works Departments use Staff augmentation as needed to process and manage the development project workloads. This provides the City with the ability to be responsive to the needs of the development community while being cost effective. This approach gives the organization flexibility and agility to adjust to the level of service needed by private developers that frequently change as the regional economic climate changes.

The Community Development Department ("CDD") is responsible for all Building Division, Code Enforcement Division, and Planning Division activities. One of the main functions of the CDD is the issuance of building permits related to private and public development projects. The City currently has one member of Staff, the Chief Building Official ("CBO"), that is qualified to conduct building permit plan checks. The CBO will continue to conduct plan checks for building permits such as residential accessory structures, residential additions, accessory dwelling units ("ADU"), and other similar permit types. Larger and more complex plan checks, such as new residential homes/subdivisions and new commercial and industrial developments require far more time than the current City Staffing levels can accommodate and will require consulting services at times to perform building permit plan reviews of these development projects. Such plan checks may often require the services of more than one person with expertise in different areas of the building code.

The City of Oakley has relied on services from TRB and Associates, Inc. since 2014 for building permit plan checks as they provide superior staff augmentation capabilities to municipalities for plan reviews; with the ability to provide expert level services regardless of the project size and scope. This consulting service will ensure the City has experts that are conducting a timely and thorough review of building permit plan

checks on more complex projects, which will provide value and efficiency to City of Oakley customers.

Consistency with the Oakley Strategic Plan 27+

This item is consistent with the Strategic Plan 27+ Community and Economic Growth, Community Health and Safety, and Sustainable Organization Goals.

Fiscal Impact

Approval of the resolution will authorize the City Manager to execute a professional services agreement with TRB and Associates, Inc. for a not-to-exceed amount of $125,000 beginning July 1, 2025 through June 30, 2026. The City has budgeted $125,000 in Fiscal Year 2025-2026 for these services. Building permit fees will fund the services in-whole on an as needed basis, and provide additional revenue to the City.

Staff Recommendation

Staff recommends that the City Council adopt the resolution approving the Services Agreement Between the City of Oakley and TRB and Associates, Inc. for Services Associated with California Building Standards Code Compliance for Fiscal Year 2025-2026 and Authorizing the City Manager to Execute the Agreement.

Attachments

1. TRB Statement of Qualifications with Exhibits (Scope of Work and Fee Schedule)
2. Draft Agreement
3. Proposed Resolution

Statement of Qualifications

May 23, 2025

City of Oakley

California Building Standards Code Compliance Services







CONTACT
Todd Bailey, PE, LEED AP, CASp, MBA
Principal-in-Charge
925.866.2633
tbailey@trbplus.com

OFFICE LOCATIONS
San Ramon
Sacramento
Burlingame
Santa Clara
Long Beach
Las Vegas

TRB + Associates

www.trbplus.com

STATEMENT OF QUALIFICIATIONS

California Building Standards Code Compliance Services



May 23, 2025

PRESENTED TO:

City of Oakley
Ken Strelo, Community Development Director
3231 Main Street
Oakley, CA 94561
Email: Strelo@ci.oakley.ca.us

CONTACT INFORMATION:

Todd Bailey, PE, CASp, LEED AP
Project Manager
Tel: 925-866-2633
Email: tbailey@trbplus.com

TRB and Associates, Inc.
Corporate Office
3180 Crow Canyon Place, Suite 216
San Ramon, CA 94583
Tel: 925-866-2633
www.trbplus.com

May 23, 2025

Ken Strelo, Community Development Director
City of Oakley
150 City Park Way
Oakley, CA 94513
Strelo@ci.oakley.ca.us

SUBJECT: TRB and Associates Statement of Qualifications to Provide Building Standards Code Compliance Services

Dear Mr. Strelo:

TRB and Associates, Inc. (TRB) is pleased to submit this Statement of Qualifications (SOQ) to provide Building Standards Code Compliance Services to the City of Oakley for your consideration. In the documentation, you will find information on our organization, our building and fire life safety service offerings, representative project experience and professional references for your review.

For services which are provided to the City, the company's Principal and Founder, **Todd Bailey, P.E., CASp, LEED AP, MBA** will continue to serve in the role of Project Manager responsible for ensuring timely delivery of quality support services. The balance of our proposed key staff is identified in Section 3 of this SOQ.

In brief, TRB provides Plan Review, Inspection, Permit Processing, Code Enforcement, Delegate Chief Building Official, and Disabled Access (CASp) services to municipal building, fire, and public works departments throughout California. Our corporation, which comprises over 80 team members, was established in 2006 and has been a growing business since its founding. We specialize and serve exclusively in the code compliance role. We would like to highlight the following about the company:

- Our firm is engaged to provide as-needed Building Department and related services to over 75 municipalities in Northern California, including the City of Oakley, and the neighboring Cities of Brentwood, Concord, Pleasant Hill and Walnut Creek. As a result, our team is very familiar with the many region-and agency-specific considerations that need to be taken into account when evaluating code compliance including flood zone, seismic design, wind exposure, soil/liquefaction, wildland urban interface, and landslide criteria.
- As a value-added service, TRB's award-winning instructor Paul Armstrong is available to provide code training to the City of Oakley staff on the California Building Codes Standards. TRB maintains status as an ICC Preferred Education Provider.
- The staff of TRB have an average of 25 years of experience in the architecture-engineering-construction industry, and include licensed Civil, Structural, Mechanical, Fire Protection, and Electrical Engineers; Architects; and ICC, CASp, LEED®, and SAP certified individuals.
- Our staff are active in industry organizations such as ICC, CALBO, CBOAC, ASCE, NFPA, and SEAOC. Of note, TRB's roster includes several past ICC Chapter Presidents and other industry association Board Members - Todd Bailey (East Bay Chapter), Paul Armstrong (Orange Empire Chapter), and Shelley Loughran (CBOAC).
- Our firm was recognized as Industry Member of the Year by the County Building Officials Association of California (CBOAC) in 2019.
- We have a strong track record of producing quality results and meeting turnaround goals, and a track record to which our clients will attest.

Our firm looks forward to the opportunity to continue to assist the City of Oakley as a Code Compliance Services provider and is prepared to enter into a renewal agreement with the City of Oakley immediately. If you have questions or need further information, please do not hesitate to contact me by phone at (925) 866-2633 or by email at tbailey@trbplus.com. I look forward to hearing your feedback soon.

Sincerely,

TRB + ASSOCIATES, INC.

Todd Bailey, PE, LEED AP, CASp, MBA | Principal & Founder
ICC Certified Building Plans Examiner + Combination Commercial Inspector
Tel: 925-876-4596

CORPORATE & PROJECT OFFICE LOCATION
3180 Crow Canyon Place, Suite 216
San Ramon, CA 94583
Phone: (925) 866-2633

ICC PREFERRED EDUCATION PROVIDER

City of Oakley

Cover Letter

Table of Contents

Section 1 Company Profile

Section 2 Services Overview

Section 3 Staff Qualifications

Section 4 Experience and References

Section 5 Fee Schedule

Company Overview

TRB and Associates, Inc. (TRB) is a California based Building and Fire Life Safety Code Compliance Services corporation with offices in San Ramon, Sacramento, Burlingame, Santa Clara, Long Beach, and Las Vegas. TRB has proudly served California public agencies as a Code Compliance services provider for nearly 20 years. As highlighted in the Cover Letter, our firm provides Plan Review, Inspection, Code Enforcement, Building Department Administration, Delegate Chief Building Official, Disabled Access (CASp) Consulting services to public agencies throughout California, including the City of Oakley.

TRB was established in 2006 and has been a growing business since its founding. The firm is owned by its Principal-in-Charge Todd Bailey, PE, LEED AP, CASp, MBA who has over 25 years of experience working in the Building Safety field in California. Todd will serve as Project Manager for this contract. Our over 80 team members have an average of 25 years of experience in the Architecture-Engineering-Construction industry, encompassing building safety and related services across a full range of code disciplines.

Range of Services

- ✓ Building and Fire Plan Review
- ✓ Building and Fire Inspection
- ✓ Building Department Administration
- ✓ Code Enforcement Inspection
- ✓ Consulting Chief Building Official
- ✓ Disabled Access (CASp) Consulting
- ✓ Building Standards Codes Training
- ✓ Civil & Planning Plan Review & Inspection

Staff Member Qualifications

TRB team members possess multiple certifications and registrations to assure compliance with all requirements mandated by the State and local jurisdiction ordinances. Our team comprises individuals who are either engineers or architects licensed in the State of California, or who possess ICC certifications in their respective disciplines. Of note, our team includes 8 licensed Structural Engineers. In addition, our staff includes 4 LEED® Accredited Professionals and 8 CASp certified individuals. Most of our staff possess a combination of these industry-recognized credentials.

Our staff members are regular instructors and attendees at construction code and standards training offered through the local ICC Chapters, CALBO, CBOAC, SEAOC, AISC, ASCE, NFPA and other building industry organizations. In addition, several of our staff members are current or past board members with industry organizations and as such are aware of many aspects of the development of relevant construction codes.

Staff experience encompasses a full range of construction types and occupancies including the following:

- ✓ ADUs and JADUs
- ✓ Photovoltaic Systems
- ✓ Assembly Occupancies
- ✓ Commercial Tenant Improvements
- ✓ Detention Facilities
- ✓ Distribution Centers
- ✓ Hotels
- ✓ Industrial/Storage Warehouses
- ✓ Malls
- ✓ Manufacturing Facilities
- ✓ Medical Office Buildings
- ✓ REACH Code Projects
- ✓ Battery Energy Storage Systems
- ✓ Mixed-Use Projects
- ✓ Multi-Family Dwellings
- ✓ Office Buildings
- ✓ Steel Buildings
- ✓ Parking Structures
- ✓ Power Plant Facilities
- ✓ Recreation/Gymnasium Facilities
- ✓ Restaurants
- ✓ Gas Stations
- ✓ Cannabis Facilities
- ✓ Hazardous Chemical Facilities
- ✓ High Rise Buildings
- ✓ Hospitals
- ✓ Retail Centers
- ✓ Schools
- ✓ Single Family Dwellings
- ✓ Sports Arenas
- ✓ Theaters

Project Experience

Please note that examples of representative Project Experience are included in **Section 4** of this proposal.

Customer Service Philosophy

TRB's customer service philosophy is simple: to provide consistent quality services and represent our clients to the best of our ability. The achievement of the City's goal is at the heart of the services we provide. We have been able to consistently meet our clients' goals by implementing the following principles:

- ✓ Garnering a problem-solving attitude
- ✓ Gaining awareness of the issues that affect the community
- ✓ Applying the right expertise in a responsive manner

What you can Expect from Us

Experience

- ✓ In-depth understanding of California Building Standards Codes
- ✓ Over 25 years of collective experience

Quality Work

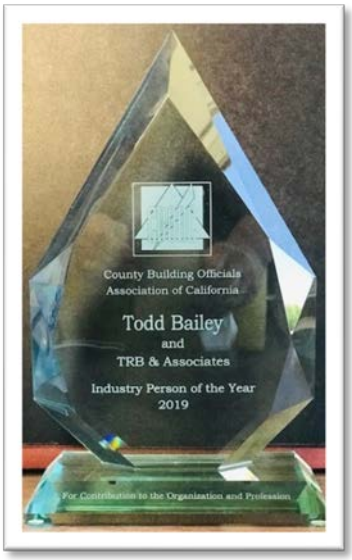
- ✓ Solutions-focused technical expertise
- ✓ Well-rounded application of Codes & Standards

Responsiveness

- ✓ Close proximity to City Offices
- ✓ 24/48-hour staff availability
- ✓ Proactive in critical path scenarios
- ✓ Effective workflow policies and procedures
- ✓ Emergency Response Ready

Teamwork

- ✓ Consider us your Partner – We work with you



Our Commitment

In our firm's nearly 20 years in business, we have assembled a team of professionals that have been committed to the success of our clients. As the organization continues to grow, we have maintained our core belief in providing a welcoming environment, training, and promotional opportunities, and providing the best service possible to our clients. With TRB, the City of Oakley will continue to receive an experienced team who understands the needs of public agencies and takes pride in delivering outstanding service. Consider us your partner, and as such we are always on call and always available for everything from simple brainstorming sessions to representing you during meetings with stakeholders.

Contact Information

All correspondence and questions related to this proposal may be directed to our Principal-in-Charge and designated Project Manager, Todd Bailey, via email, fax, telephone, or direct mail. Our project manager and other TRB staff are readily available to meet with applicants and City staff in-person at City Hall or virtually upon request.

Todd Bailey, PE, LEED AP, CASp, MBA
Principal & Project Manager
T (925) 866-2633
F (925) 790-0011
tbailey@trbplus.com

Corporate | Project Office Location
TRB and Associates, Inc.
3180 Crow Canyon Place
Suite 216
San Ramon, CA 94583

Project Approach Overview



Our approach is centered on using experienced staff and fostering open communication between our firm and our clients. On an ongoing basis, our Project Manager is committed to maintaining regular communication with City of Oakley staff to ensure that we are kept apprised of current code interpretations and policies, and to enhance our ability to quickly respond to any issues that may arise during permit counter, document review, and/or inspection activities. We value the importance of the City's projects and are committed to meeting all project service delivery deadlines. We will diligently document and report all plan review and inspection findings, tracking information, and other reports, as required by the City.

Throughout this engagement, our key team members will be available to meet with City staff either via phone or in person to address questions that may come up during the course of a project. We understand that being accessible to project stakeholders is essential in helping ensure that decisions are made in timely manner; as such, our firm is committed to responding to all inquiries within 1 business day. We encourage discussions via in-person meeting, telecon, and/or Zoom, WebEx or similar formats as agreeable and necessary to achieve the most expeditious results.

Quality Control Assurance

Quality and on-time service are of paramount importance to us. Though we employ only licensed and experienced plan reviewers, certified inspectors and key administrative staff and expect their work to be of high standard, we have instituted a quality control policy to ensure this standard is maintained. At the core of our quality control approach is a "two sets of eyes" policy in place. All work performed by staff are reviewed for quality control by senior members of our team. Our Project Manager and Quality Control Principal hold primary responsibility for ensuring accuracy and consistency (QA/QC) in the application of adopted codes and standards.

Code Interpretations and Alternate Materials and Methods Requests

The TRB team is well versed in the intent of codes and standards as they apply to the built environment. To ensure that our technical findings are easily understood, we work to ensure that all of our plan review and inspection findings / communications are done in a clear and concise manner. As part of this effort, we include references to any applicable Code or Standard sections to help ensure recipients understand the basis of our findings. Our team will be available to answer questions related to codes or standards at any time. For those items where additional information may be needed, our team has access to additional resources in the form of code and commentary guidelines, illustrations, and agency interpretations. TRB is prepared to offer reference information to whomever may be requesting the clarifying material. In addition, our team has experience supporting public agencies with Alternate Materials and Methods Requests (AMMRs). If a project warrants such consideration, we are prepared to review all AMMR requests.

Building Code Instruction

TRB is prepared to offer Building Code Instruction support to the City in either classroom or field-type settings on a range of technical subjects. **Paul Armstrong** is an award-winning California Building Standards Codes instructor whose accolades includes being named **CALBO Instructor of the Year**. Paul is currently providing extensive training on the California Building and Residential Codes to TRB clients, local ICC Chapters, and CALBO Education Week attendees. Paul will be available to provide tailored training to the City and its invited guests upon request.

ICC PREFERRED EDUCATION PROVIDER

Record Keeping and Document Management

From our prior experience, we understand that projects can involve concurrent, fast-track design and construction efforts, thereby necessitating implementation and management of well-organized processes in place to name and track documents in their various stages of development and review. TRB understands that tracking and maintaining well documented plan review and inspection findings is of paramount importance.

To facilitate timely access to plan review and inspection results and status information, TRB can initiate its Project Website *Plan Track Plus ®* for use on this assignment. With our project website, all plan review and inspection activities can be documented and posted daily. Correspondence issued by our team is posted and maintained for access by the City and designated project stakeholder staff. Our postings can include plan review comment letters and detailed inspection reports, project information, meeting notes, etc.; all of which may be updated on a daily basis. In addition, we can also accommodate incoming electronic document postings (i.e., electronic plans, calculations, RFI's, etc.) to allow paperless documentation of the project. Our Document Control Team oversees all plan submittal and inspection record processing, utilizing proven document management control methods.

Service Offerings

Plan Review

TRB is prepared to perform as-needed plan review services for residential, multi-family residential, commercial, and industrial projects encompassing building code, electrical, plumbing, mechanical, fire protection, energy, accessibility, and green building standards; as well as grading, drainage, floodplain, wildland urban interface fire severity zone, stormwater, grading, hazardous materials, and State housing law Title-25 factory-built structure considerations, as applicable. Our reviews consider all relevant project documentation including plans, specifications, calculations, and other related correspondence to verify conformance to adopted local codes, ordinances, regulations, and standards, including the following California Building Standards Codes:

- California Building Code
- California Residential Code
- California Electrical Code
- California Plumbing Code
- California Mechanical Code
- California Fire Code
- California Energy Code
- California Green Building Standards Code

Alternate Material and Methods

TRB recognizes that there are alternate materials and methods of construction that can be used to satisfy and comply with the provisions of the code. Our experience with the use of alternate materials, alternate design and methods of construction enhances our ability to solve specific issues that arise in design and construction.

Electronic Plan Review

TRB is equipped to review documents in electronic format. The staff of TRB has been leaders in the field of digital plan review and workflow management; as such, we have the experience and know-how to efficiently manage the review of electronic documents. In addition to having our own system, our team has extensive experience working with several electronic plan review systems including DigEplan, Bluebeam, ProjectDox, and Accela.



Plan Review Process

The following process represents an example plan review workflow. Please note that the plan review workflow utilized for the City will align with the City's specific workflow requirements and needs.

Step 1 - Preliminary Discussions:

Prior to beginning our initial plan review project, we are prepared to conduct a meeting or conference call with the City to discuss local code policies, documentation procedures, plan processing protocols, plan review checklist items, and scheduling.

Step 2 - Initial Review:

Upon receipt of a complete set of plan documents, we will perform our plan review in the agreed-upon timeframe, checking for compliance to all applicable code standards. All corrections are identified based on compliance with specified codes and regulations and worded so the designer will know what needs attention and how to respond to the issue stated. To confirm, we will adhere to the City's Plan Review Turnaround timeframes.

In general, plan review turnaround timeframe is ten (10) business days for initial reviews and five (5) business days for rechecks and revisions. Timeframes for large-size projects will be confirmed with City staff prior to proceeding with the review.

Step 3 - Transmittal of Plans and Comment Lists for Plan Review:

At the heart of our approach in delivering our services to you, is the recognition that there must be a coordinated effort to track and coordinate all submittals and requests received. To help ensure that submittals are properly coordinated and tracked, TRB has established an internal plan review coordination process to ensure that each plan received for review is properly handled, processed, and returned on time. Our plan tracking procedures are computerized to track each submittal through the review process and maintain accurate and comprehensive records for each submittal. Upon completion of our review, any comments generated are consolidated into a correction letter in the City's preferred format which is remitted to the City for its reference.



Step 4 - Rechecks:

Upon receipt of the resubmittal package from the applicant, once we have verified that the resubmittal package is complete, we perform a recheck in the agreed-upon timeframe. This process is repeated until the project plan documents are ready to be recommended for approval.

Step 5 - Plan Approval:

When all review comments are satisfied, we will forward all relevant correspondence bearing our company's "Reviewed for Code Compliance" stamp (including plans, calculations, and specifications), along with a transmittal letter indicating our recommendation for project approval, and the project file to the City for processing.

Shipping and Delivery of Plans

TRB provides pre-printed overnight shipping labels and/or pickup services to facilitate the transport of any hardcopy plan submittals to our office. Please note that the pickup, shipment and delivery of plan documents and other relevant correspondence to the City are provided at no additional cost.

Building Inspection [Option]

TRB is prepared to perform inspection, referring to building plans, structural plans, and material specifications for structures located within the City limits, upon 48-hour notice. Our inspectors are proficient at verifying project conformance to model code standards (Building, Electrical, Mechanical, Plumbing, Green Building and Energy & Accessibility) and locally adopted ordinances.

TRB provides all labor and technical, administrative, professional, and other personnel; supplies, materials, equipment, and all other resources necessary to perform the specified work. TRB will use existing City forms or can develop correction sheets which meet with the approval of the City and shall maintain written lists of corrections needed to ensure conformance to codes and regulations.

Field Inspection Process

Our experienced team includes individuals with extensive field inspection experience on a range of project assignment types including municipality "Called Inspections," "Clerk of the Works," and "Inspector of Record" roles; our team can assist with a broad range of inspection responsibilities. Our scope of service areas includes residential, commercial, and industrial facilities, capital improvement projects, municipal agency services and infrastructure revitalization.

Our inspectors are careful to document all inspection activities, adhere to agency-adopted protocols, and follow field procedures and policies as dictated by the Building Official. TRB will maintain daily inspection records and all necessary documents on file for reference by the City. To confirm, TRB staff are available for applicant inquiries and/or conferences during normal City business hours.

Our inspections include those identified in the California Model Codes and would be amended or modified as directed by the City.

- Foundation Inspection
- Framing Inspection(s)
- Electrical, Mechanical, Plumbing systems inspection
- Lath and/or Gypsum Board Inspection
- Fire Code Inspection, e.g. fire suppression, alarms, etc. (if requested)
- Concrete Slab or under-floor Inspection
- Energy Efficiency Measures Inspections
- Green Building Inspection
- Fire Resistance Rated Construction Inspection
- Floodplain Inspection
- Final Inspection

Remote Virtual Inspection (RVI) Option

Many agencies have engaged in using virtual programs to provide remote inspection services. Several of our clients have successfully implemented virtual inspection programs. We are familiar with using Inspected.com and Blitzz, as well as Facetime, Skype, Google Duo and Microsoft Teams. We are prepared to assist with RVI inspections if desired by the City.



Code Administration, Permit Processing, Code Enforcement, CASp Services [Option]

TRB is prepared to provide Permit Technician, Administrative, Code Enforcement, and CASp services support to the City on an as-needed basis. TRB staff are prepared to work at the City's offices as an extension of City staff under the supervision of the Chief Building Official or their designee with the knowledge, skills, and abilities to perform the following requisite functions.

Permit Technician / Administrative Assistant



- Assist the public at the front counter or by phone regarding building, planning, and engineering permit requirements, application and permit fees, application filing procedures and processing, and permit status.
- Enter permit and related data into the City's permit tracking system.
- Research, compile and prepare various limited reports and presentation graphics.
- Accept permit and related applications and collect fees.
- Screen plans and application materials for completeness and for conformance with City ordinances standards, policies, and guidelines.
- Review application materials for compliance with conditions of project approval; route plans to other City departments for review; approve and issue minor permits; research and respond to public inquiries.

Code Enforcement

- Enforce compliance with agency regulations and ordinances including those pertaining to zoning, land use, nuisance housing, building codes, health and safety, blight, graffiti, water waste, and other matters.
- Respond to complaints and reports from other agencies and departments on alleged violations of agency zoning and related municipal codes and ordinances; conduct investigations and provide recommendations for resolution.
- Conduct field investigations; inspect properties for violations; issue and post warning notices, notices of violation, corrective notices, orders to comply, and related documentation for code violations; schedule and performing follow-up functions to gain compliance including letters, inspections, calls, meetings, discussions, and negotiations to ensure compliance with appropriate codes and ordinances.
- Maintain accurate documentation and case files on investigations, inspections, enforcement actions, and other job-related activities including accurate and detailed information regarding code enforcement activity to substantiate violations; drawing diagrams and illustrations and taking photographs.

Disabled Access (CASp) Services

TRB offers Certified Accessibility Specialist (CASp) Consulting Services to assist agencies with the compliance requirements of State of California Senate Bill 1608 (Corbett). Our team is skilled at reviewing facility plans and specifications for compliance with State and Federal accessibility laws, codes, and regulations; evaluating facilities for compliance with State and Federal accessibility codes and regulations; conducting accessibility research, preparing accessibility reports, and performing accessibility inspections. We offer email/phone consultations, onsite facility inspections and certifications, and expert testimony services as part of our CASp consulting services portfolio.

Civil Engineering Plan Review and Construction Inspection [Option]

The TRB team is equipped to perform civil engineering plan review and construction inspection support to the City on an as-needed basis. TRB plan reviewers and inspectors will work with City staff to ensure that all work conforms to the project construction documents, Codes and Ordinances including Grading Code, APWA Standard Specifications, AWWA Standards, State and Federal (ADA) Building Codes related to site accessibility.

Civil Engineering Plan Review

- Plan review subdivision maps, parcel maps, and improvement drawings. Our project manager shall assign a California Licensed Civil or Structural engineer who is qualified to review subdivision maps, parcel maps, site development plans and construction drawings.
- Maintain engineering records.
- Provide engineering advice and recommendations to Planning, Building and Public Works divisions.
- Provide consultation regarding current development review to the Chief Building Official, Planning Manager and Engineer.
- Assist City staff with code interpretation and application of state and federal regulations.
- Perform related duties as assigned by City.

Construction Inspection

- Oversee Quality Assurance of the construction activities to verify conformance to plans and specifications.
- Document all work, contractor and subcontractor personnel and equipment, and field orders daily.
- Maintain onsite project log and as-built schedule report. Prepare daily reports of observations and activities.
- Maintain a daily inspection report containing a record of weather, contractors, work onsite, number of workers, work accomplished, problems encountered, solutions agreed upon, and other similar relevant data as directed by City.
- Perform daily photo-documentation of the progress of the project in accordance with City practice.
- Monitor establishment and application of appropriate Contractor site safety programs.
- Monitor and report on applicable Erosion Control and SWPP provisions.
- Perform related duties as assigned by the City.



Team Composition & Organizational Structure

Mindful of the potential complexity of projects in the City of Oakley, TRB has assembled a team with exceptional qualifications and attentiveness to quality and schedule. Our proposed team is comprised of senior-level professionals who have worked together across many projects and who possess extensive municipal support experience. We are pleased to be able to present a team with this combination of interpersonal familiarity and extensive industry experience.

PROJECT LEADERSHIP



Todd Bailey, PE, LEED AP, CASp, MBA, our company Principal and Founder, is prepared to continue to serve in the role of Project Manager. Todd has over 25 years of experience in the industry which includes serving as a Delegate Chief Building Official/Project Principal on over 20 large-scale fast-track design build projects in California having a combined valuation of over $30 billion. Of note, Todd's experience includes overseeing support services provided on the $9 billion RELATED Santa Clara project. Todd will work closely with our team to ensure that project goals are met and that findings are communicated in a timely and clear manner.

PLAN REVIEW TEAM LEADERSHIP



Our plan review group is led by our **Plan Review Services Manager**, **Bing Young, RA**. Bing possesses extensive experience in plan review on both residential and commercial projects and includes more than 25 years of professional experience in production, project management, construction management, energy, and accessibility analysis.



Senior Plan Review Engineer, Dan McLaughlin, PE, CASp will be available to serve as a senior plan review engineer on this assignment. Dan is a registered Civil Engineer, certified CASp, and ICC Certified Plans Examiner. Dan has been with TRB for over 10 years, specializing in plan review coordination with extensive experience on both complex commercial and residential project types.



Senior Plan Review Engineer, Petya McInnis, PE, CASp has over 24 years of experience in engineering and construction, has expertise in design, plan review, and inspection across residential, commercial, and industrial projects. Formerly a Plan Check Engineer for the City of Fairfield, she ensured code compliance, provided technical supervision, and supported Building Inspectors and Officials with code research. Petya's proactive approach has led to effective solutions, process improvements, and policy changes.



Dominic Ma, SE, MPA serves as our **Quality Control Principal**, responsible for ensuring the technical accuracy of all work performed. Dominic has more than 30 years of experience in reviewing building plans and specifications submitted for building permit applications to assure compliance with adopted building codes and reference standards.

INSPECTION AND FIELD SERVICES TEAM LEADERSHIP



Christopher Rose serves as our **Inspection and Field Services Manager**. Chris has over 20 years of inspection, plan review and administration experience serving in both public and private sector roles on a variety of projects. His experience includes serving as Building Manager for Sonoma County and coordinating document control tasks for the Apple World Headquarters project in Cupertino.

TECHNICAL DIRECTOR & INSTRUCTOR

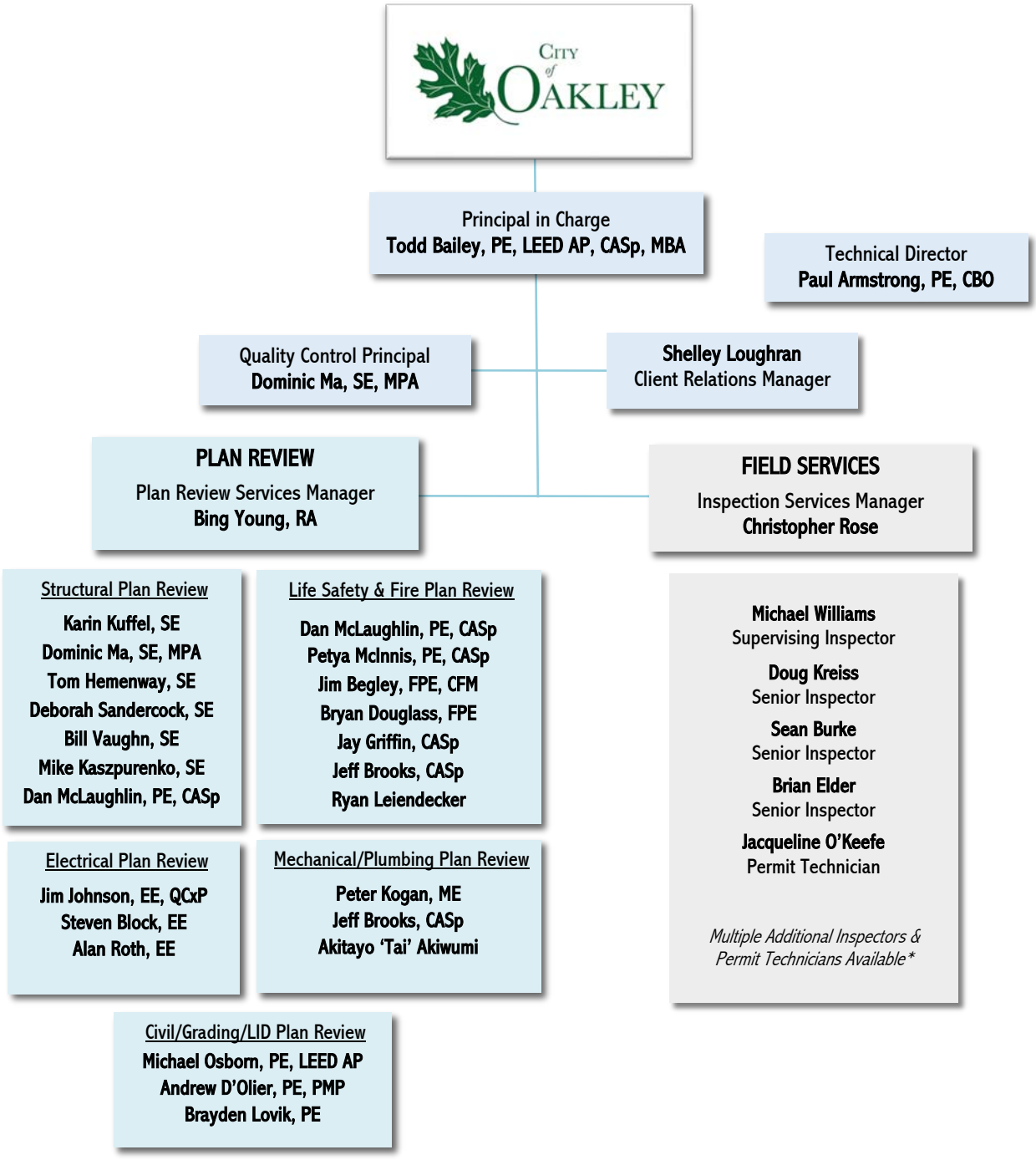


Our **Technical Director - Paul Armstrong, PE, CBO** - is available to provide expert code interpretation support and code instruction. With more than 30 years of building safety management experience, Paul teaches regularly for California Building Officials (CALBO). As a Chief Building Official, he managed building plan review, counter assistance, and inspection for numerous California agencies. His previous experience at International Code Council (ICC) included leading the Architectural and Engineering Services Department, International Conference of Building Officials (ICBO) Technical Services Department.

Organizational Chart

The following Organization Chart and Team Experience Matrix identifies those individuals who may be assigned to this project. We would like to confirm that key personnel will be available for the duration of the assignment and acknowledge that no person designated as key to the project shall be removed or replaced without the prior concurrence of the City.

Please note that full Resumes for each listed individual listing project experience, licenses & certifications, and work history are available upon request.



* Please note that information on additional staff members is available upon request.

Team Experience Matrix

The following matrix lists our proposed personnel with their certifications. Resumes for each individual are available upon request.

NAME	ROLE	YEARS OF RELEVANT EXPERIENCE	QUALIFICATIONS & LICENSES
PROJECT LEADERSHIP			
Todd Bailey, PE, CASp, MBA, LEED	Principal-In-Charge	27	Registered Civil Engineer – California, Hawaii ICC Building Plans Examiner ICC Commercial Combination Inspector LEED Accredited Professional DSA Certified Accessibility Specialist (CASp)
Dominic Ma, SE, MPA	Quality Control Principal	30	Registered Structural Engineer – California Registered Civil Engineer – California ICC Building Plans Examiner
Bing Young, RA	Plan Review Services Manager	25	Registered Architect – California
Christopher Rose	Inspection Services Manager	20	ICC California Commercial Building Inspector ICC Commercial Building Inspector ICC Residential Building Inspector ICC California Residential Building Inspector ICC Residential Plans Examiner
Paul Armstrong, PE, CBO	Technical Director	30	Registered Civil Engineer – California ICC Certified Building Official
Shelley Loughran	Client Relations Manager	25	FEMA Incident Command System, National Response Network
PLAN REVIEW			
Structural & Civil			
Karin Kuffel, SE	Sr. Plan Review Engineer	25	Registered Structural Engineer – California Registered Civil Engineer – California
Tom Hemenway, SE	Sr. Plan Review Engineer	30	Registered Structural Engineer – California Registered Civil Engineer – California
Bill Vaughn, SE	Sr. Plan Review Engineer	30	Registered Structural Engineer – California Registered Civil Engineer – California
Deborah Sandercock, SE, CASp	Sr. Plan Review Engineer	25	Registered Structural Engineer – California Registered Civil Engineer – California DSA Certified Accessibility Specialist (CASp)
Mike Kaszpurenko, SE	Sr. Plan Review Engineer	30	Registered Structural Engineer – California Registered Civil Engineer – California
Life Safety and Fire			
Dan McLaughlin, PE, CASp	Senior Plan Review Engineer	10	Registered Civil Engineer – California ICC Building Plans Examiner DSA Certified Accessibility Specialist (CASp)
Petya McInnis, PE, CASp	Senior Plan Review Engineer	22	Registered Civil Engineer – California DSA Certified Access Specialist (CASp) ICC Building Plans Examiner
Jim Begley, CFM, FPE, LEED AP	Fire Protection Engineer	25	Licensed Fire Protection Engineer – California LEED Accredited Professional ICC Certified Fire Marshal ICC Certified Fire Plans Examiner ICC Certified Fire Inspector
Bryan Douglass, FPE	Fire Protection Engineer	15	Licensed Fire Protection Engineer – California

NAME	ROLE	YEARS OF RELEVANT EXPERIENCE	QUALIFICATIONS & LICENSES
Jay Griffin, CASp	Sr. Plans Examiner	40	DSA Certified Accessibility Specialist (CASp)
Jeff Brooks, CASp	Sr. Plans Examiner	25	DSA Certified Accessibility Specialist (CASp) ICC CA Commercial Plumbing ICC CA Commercial Mechanical
Ryan Leiendecker	Sr. Plans Examiner	14	ICC Certified Building Official ICC Certified Fire Marshall ICC Building Plans Examiner ICC Building Code Specialist ICC Residential Energy Inspector/Plans Examiner ICC Commercial Energy Plans Examiner ICC Residential Plans Examiner ICC Plumbing Plans Examiner ICC Commercial Building Inspector ICC Residential Building Inspector
Electrical			
James Johnson, EE, QCxP	Sr. Plan Review Engineer	30	Registered Electrical Engineer – Hawaii ICC Certified Electrical Plans Examiner Qualified Commissioning Services Provider(QCxP) Construction Quality Control Reviewer (CQCR)
Steven Block, EE	Sr. Plan Review Engineer	30	Registered Electrical Engineer – California, Nevada, Arizona, Hawaii
Alan Roth, EE	Sr. Plan Review Engineer	30	Registered Electrical Engineer – California
Mechanical / Plumbing			
Peter Kogan, ME, LEED AP	Sr. Plan Review Engineer	30	Registered Mechanical Engineer – California Certified Energy Manager (CEM), California LEED Accredited Professional
Akitayo 'Tai' Akiwumi	Sr. Plans Examiner	20	ICC Building Plans Examiner ICC Building Inspector ICC Plumbing Inspector
Civil / Grading / LID			
Michael Osborn, PE, LEED AP	Senior Engineer	20	Registered Civil Engineer – California LEED Accredited Professional
Andrew D'Olier, PE, PMP	Associate Engineer	6	Registered Civil Engineer – California Project Management Professional (PMP)
Brayden Lovik, PE	Senior Engineer	15	Registered Civil Engineer – California
INSPECTION AND FIELD SERVICES			
Michael Williams	Supervising Inspector	15	ICC Combination Inspector
Doug Kreiss	Sr. Building Inspector	20	Multiple ICC Credentials
Sean Burke	Sr. Building Inspector	25	Multiple ICC Credentials
Brian Elder	Sr. Building Inspector	20	ICC Building Inspector, IAPMO Plumbing and Mechanical Inspector
Jacqui O'Keefe	Sr. Permit Technician	10	ICC Building Plans Examiner

Project Experience and Client References

TRB staff members have extensive experience providing Building Department Services to municipal agencies. To demonstrate our project portfolio and customer experience, please find the following profiled projects and customer references for your information. An accounting of additional plan review, inspection, and administrative services experience follows these profiled projects.

The Veranda Shopping Center – Agency: City of Concord



Valuation: $75 million
Project address/location: Concord, CA
Project contact person: City of Concord; Ryan Pursely, PE CBO, Building Official, (925) 671-3173
Scope of work: Combination Code Compliance Plan Review and Inspection

TRB provided comprehensive Plan review and Inspection services on the construction of this 6-anchor store shopping center which encompassed core and shell; assembly, retail, and business use tenant improvements. The project includes 12 buildings of various building types (concrete tilt-up, masonry, steel frame, and wood frame construction) having a combined area of 375,000 s.f.

Aggie Square Mixed-Use Project – Agency: UC Davis Health



Valuation: $1.3 – 1.9 billion
Project address/location: Sacramento, CA
Project contact person: UC Davis Health; Paul Menard RA, Building Official, (916) 734-7416
Scope of work: Fire Life Safety, Disabled Access, MEP Code Compliance Plan Review

TRB was selected to provide Building and Fire Plan Review Services for the Aggie Square Project expansion of the UC Davis Medical Center from 3.5 to 6.2 million sf. The project consists of three high-rise towers and a separate mixed-use building (1.2 million s.f. portion). This multi-phase project includes research, laboratory, housing, and commercial components.

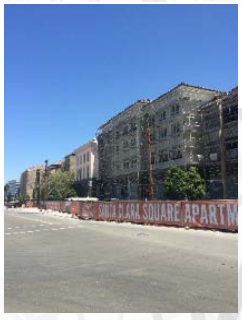
Sacramento Convention Center Expansion & Renovation – Agency: City of Sacramento



Valuation: $240 million
Project address/location: Sacramento, CA
Project contact person: City of Sacramento; Winfred DeLeon PE, Building Official(ret), (916) 808-5475
Scope of work: Combination Code Compliance Plan Review

TRB was selected to provide combination Plan Review for the large-scale and high-profile expansion (245,000 s.f.) and renovation (200,000 s.f.) of the City's convention center facility. TRB reviewed the project for adherence to adopted building standards codes in Life Safety, Structural, MEP, Accessibility disciplines. TRB's scope of work included regularly scheduled telecommunication meetings to ensure schedule alignment. In addition, our firm was engaged in the evaluation of Alternate Materials and Methods requests to address several performance-based design elements on the project. Our review included assessment of a fire modeling study presented as part of the performance-based design consideration.

Santa Clara Square Mixed Use Development Project – Agency City of Santa Clara



Valuation: $200 million
Project address/location: Santa Clara, CA
Project contact person: City of Santa Clara; David Tran SE, Assistant Building Official, (408) 615-2436
Scope of work: Combination Code Compliance Plan Review

TRB provided combination plan review support to the City of Santa Clara for a series of Mixed Use, Residential, and Parking structures on the project. Reviewed project elements included:

New Building 2 + Garage: - 385,000 sf total
New Building 1 + Garage: - 400,000 sf total
Parking Garages: Buildings 3, 4 & 5: - 525,000 sf total

Staff Experience - Plan Review

The following is a partial list of plan review projects worked on by our staff members. The project valuation for all below-referenced projects ranges from $1 million to over $1 billion.



Mixed Use

- Mixed-use Residential/Office, 630 I Street, Sacramento, CA
- Inglewood NFL Stadium, $4 billion, Inglewood, CA
- New 39-Story High Rise Building, $110 million, 916 Broadway, Oakland, CA
- Agora Mixed Use Building, 1500 Newell Avenue, Walnut Creek, CA
- Santa Clara Square Project, $200 million, Santa Clara, CA



Biotechnology / Healthcare

- UC Davis Health System, Aggie Square Project, $1.30 billion, Sacramento, CA
- UC Davis Heath System, Midtown Clinic (100,000 s.f., I2.1 & B occs), Sacramento, CA
- Cancer Treatment Center (44,000 s.f.), Pleasant Hill, CA
- Varian Inc. New Medical Research Facility (44,000 s.f.), Walnut Creek, CA
- Kaiser Medical Office Building 2, $100 million, Redwood City, CA
- Marin Health Campus - Buildings A-E, County of Marin, CA



Government / Civic

- Sacramento Convention Center Expansion, $240 million, Sacramento, CA
- Anaheim Convention Center Expansion, Anaheim, CA
- Veteran's Administration, Menlo Park Campus
- Fire Station Remodel & Addition (12,000 s.f.), County of Marin, CA
- Performing Arts Center, County of Marin, CA



Commercial

- Macys Major Renovation & Addition, Walnut Creek, CA
- Major Office Remodel (Three 40,000 s.f. buildings), Pleasant Hill, CA
- Organic Material Composting Facility, $120 million, San Leandro, CA
- Monterey Bay Aquarium Learning Center, $42 million, Monterey, CA
- New Neiman Marcus Building, Walnut Creek, CA
- New 6 Story Tech Campus Building, San Leandro, CA



Industrial and Power Plant Cogeneration Facilities

- Delegate CBO Services, California Energy Commission
  - Lodi Energy Center Project (300 MW), Lodi, CA
  - Russell City Energy Center Project (560 MW), Hayward, CA
- SPG Solar Depot Park, Photovoltaic Array (2.1 MW), Sacramento, CA
- Valero Petroleum Refinery Capital Improvements, Benicia, CA
- Shiloh Wind Farm (150 MW, 100 Turbines), Solano County



Residential / Residential Care Facilities

- Campus Crest Apartment Complex (240,000 s.f.), Sacramento, CA
- Atria Senior Living (Residential Care Facility), Walnut Creek, CA
- Valley Vista Senior Housing Complex (Res. Care Facility), San Ramon, CA
- Senior Housing Complex – 58 Units, Petaluma, CA
- The Terraces Phase II (Res. Care Facility), Los Altos, CA
- Valley Vista Senior Housing Complex (Res. Care Facility), San Ramon, CA

Staff Experience - Inspection / Building Department Administration

The following is a partial list of Inspection and Administrative assignments worked on by our staff members:

- Building Official: City of Concord, City of Oakley, City of El Cerrito, California Energy Commission, City of Coronado, City of Signal Hill, City of Whittier, County of San Mateo
- Inspection: City of Oakley, City of Richmond, City of Sacramento, County of Butte, City of Fairfield, City of San Ramon, City of Dixon, City of Concord, Town of Danville, City of El Cerrito
- Code Enforcement and Multifamily Inspection: County of Solano, City of Concord, City of Antioch, City of Benicia, City of Petaluma
- Permit Technician: City of Sacramento, City of Vallejo, City of Redwood City, City of Santa Clara, City of Concord
- OSHPD-3 Inspection: City of Walnut Creek, City of Sacramento
- Delegate CBO Services: California Energy Commission
  - Lodi Energy Center Project, Lodi, CA
  - Almond 2 Power Plant, Ceres, CA
  - Russell City Energy Center Project, Hayward, CA
  - Mountainview Power Plan, Redlands, CA



Staff Experience - Emergency Response and Damage Assessment

TRB is prepared to assist in the event of a local, regional, or national emergency or disaster. Our assigned staff are ready and available to immediately respond to a disaster and provide assistance as needed. Many of our technical staff members possess SAP post-disaster evaluator certification and have experience with providing disaster response support to municipalities. Of note, our firm provided post-disaster engineering and inspection support to the City of Vallejo in response to the 2014 Napa Earthquake.

Representative Client List

TRB staff members have extensive experience working with public sector agencies in California. The following is a partial list of California agencies currently or previously served by our staff:

LOCAL AGENCIES – NORTHERN CALIFORNIA		
City of Benicia	City of Oakley	City of Brentwood
City of Concord	City of San Ramon	City of Santa Clara
City of Davis	City of Redwood City	City of Vallejo
City of Dublin	City of Richmond	City of Walnut Creek
City of Folsom	City of Sacramento	County of Butte
City of Los Altos	City of San Jose	County of Marin
City of Pittsburg	City of San Leandro	County of Placer
City of Oakland	City of Dixon	County of Sonoma
City of Roseville	City of Palo Alto	County of Sacramento
City of Tracy	City of Burlingame	City of Pleasanton
City of Fairfield	City of El Cerrito	City of Antioch
STATE AND FEDERAL AGENCIES		
California Energy Commission	Division of the State Architect	Veterans Administration
HCAi / OSHPD	UC Davis Health	UC Berkeley

Client References

TRB understands the importance of maintaining a high level of quality and customer service. To help demonstrate our experience in providing these services, we encourage you to contact the following references to provide testimony of our performance of work. Please note that additional references and project information may be provided upon request.

City of Oakley

Contact: Joshua McMurray | City Manager
3231 Main Street, Oakley, CA 94561
Email: McMurray@ci.oakley.ca.us | Phone: (925) 625-7004
Dates of service: 2015 – present [9 years]

Services Provided: As-Needed Plan Review, Inspection, and Administration Services

TRB is currently providing extensive as-needed plan review, as well as inspection and administration services to the City of Oakley Community Development Department.

City of Sacramento

Contact: Daniel Valencia, PE | Supervising Manager
Address: 915 I St, Sacramento, CA 95814
Email: dvalencia@cityofsacramento.org | Phone: (916) 808-8959
Dates of service: 2007 – present [17 years]

Services Provided: As-Needed Plan Review, Permit Technician, and Inspection Services

TRB has held a contract with the City of Sacramento to provide Building Department Support services since 2007. Our firm has provided extensive support comprising both onsite and offsite plan review, inspection, and permit technician support. Noteworthy projects include the $240 million Expansion and Remodel of the Sacramento Convention Center, as well as extensive mixed use podium projects.

City of Benicia

Contact: Rachel O'Shea, CBO | Chief Building Official
Community Development Services Department | 370 East L Street, Benicia, CA 94510
Email: roshea@ci.benicia.ca.us | Phone: (707) 746-4233
Dates of service: 2006 – present [17 years]

Services Provided: As-Needed Plan Review, Inspection, Code Enforcement and Permit Technician Support Services

TRB has provided Building Department Support Services to the City of Benicia since our founding in 2006. Our experience encompasses residential, commercial, and industrial project types.

City of San Ramon

Contact: Vance Phillips | Chief Building Official
7000 Bollinger Canyon Rd, San Ramon, CA 94583
Email: vphillps@sanramon.ca.gov | Phone: (925) 973-2583
Dates of service: 2007– present [17 years]

Services Provided: Plan Review, Inspection, and Permit Technician Support

TRB has held a contract with the City of San Ramon to provide Building Division Support services since 2007. Along with offsite plan review and permit technician support, we have provided staff to assist the City with onsite inspection, permit technician, and plan review support.

Fee Schedule

TRB and Associates offers the following fixed-fee and hourly rate schedules for services provided. Please note that Building Plan Review services may be rendered on either a fixed fee or hourly rate basis, as noted below. Fire Plan Review, Building Inspection, Staff Augmentation and Other services (e.g. CASp consulting) are provided on a time-and-materials basis at rates shown in the provided Schedule of Hourly Rates and Reimbursables.

Invoices are issued on monthly intervals for services rendered. Invoice statements will include a detailed cost breakdown with the name of each staff member who provided services, a description of what services were provided, applicable project references, and associated billing rates. We are also prepared to include any additional reporting information as directed by the City (e.g permit issuance activity, counter interaction, and related data).

Plan Review Services

Our plan review fees are calculated as a percentage of the Building Plan Review Fee collected by the City. The fee compensation shown covers three total plan review cycles – the initial plan review and up to two rechecks. Any further review cycles which become necessary including deferred submittals and reviews of revisions to approved plans would be billed based upon a negotiated hourly rate. Please note that the turnaround timeframe for providing expedited and express plan reviews would be negotiated/mutually agreed upon prior to commencement of the review. Please also note that all plan reviews are subject to a minimum $250 fee.

Turnaround Timeframe (in business days)	Structural Only Review	M/E/P Only Review	Complete Review (Structural, Life Safety/Disabled Access, M/E/P, Green, Energy)
Standard* - 10 days first check - 5 days rechecks	45%	45%	70%
Expedited** As negotiated and mutually agreed-upon	Standard fee plus an additional 50 percent	Standard fee plus an additional 50 percent	Standard fee plus an additional 50 percent

* For exceptionally large/complex projects, 15-day first check and 10 day rechecks may apply, as mutually agreed upon prior to commencement of review.

** Turnaround timeframe would be mutually agreed upon prior to commencement of work.

Please note that the pickup, shipment, and delivery of hardcopy and/or electronic plan documents and other relevant correspondence to the City is included in the above-noted cost.

Schedule of Hourly Rates and Reimbursables

The following billing rates apply for services rendered on an hourly basis:

Position	Hourly Rate
Principal / Director	$215.00
Project / Division Manager	$175.00
Building Official	$170.00
Assistant Building Official	$160.00
Assistant Project Manager	$160.00
Analyst	$120.00 – 140.00
Supervising Plan Review Engineer / Architect	$170.00
Senior Plan Review Engineer / Architect	$160.00
Senior Plans Examiner (Building & Fire)	$150.00
Plan Review Engineer/Architect	$145.00
Plans Examiner (Building & Fire)	$130.00
Engineering Technician	$105.00 – 120.00
Permit Technician	$ 75.00 – 95.00
Clerical/Admin	$ 65.00
Geotechnical Engineer	$235.00
Fire Protection Engineer	$215.00
CASp Certified Inspector/Examiner	$160.00
Grading/Storm Water Plan Review Engineer	$215.00
QSP Storm Water Inspector	$195.00
Inspector of Record	$160.00 – 175.00
Supervising Inspector	$150.00 – 160.00
Senior Inspector	$120.00 – 145.00
Inspector	$110.00 – 120.00
Intern Inspector	$ 95.00

Notes:

- Overtime, Emergency, Expedited, and After-hours work is billed at the above-noted rates plus an additional 50 percent (Note that no overtime will be charged without client authorization)
- Project inspections subject to prevailing wage requirements are at the above-published rates plus 30 percent.
- All requested inspection and other staff-augmentation services are subject to a minimum 4-hour fee.
- Reimbursement for direct expenses, incurred in connection with the work, will be at cost plus 15 percent.
- Reimbursement for non-City vehicles used in connection with the work will be at the current IRS rate plus 20 percent per mile.
- Other in-house charges for prints, reproductions and equipment use, etc. will be at standard company rates.

The above Schedule is valid through June 30, 2026, and may be adjusted thereafter to account for CPI changes, as mutually agreed upon.

EXHIBIT A
SCOPE OF SERVICES & COMPENSATION SCHEDULE

Plan Review

TRB is prepared to perform as-needed plan review services for residential, multi-family residential, commercial, and industrial projects encompassing building code, electrical, plumbing, mechanical, fire protection, energy, accessibility, and green building standards; as well as grading, drainage, floodplain, wildland urban interface fire severity zone, stormwater, grading, hazardous materials, and State housing law Title-25 factory-built structure considerations, as applicable. Our reviews consider all relevant project documentation including plans, specifications, calculations, and other related correspondence to verify conformance to adopted local codes, ordinances, regulations, and standards, including the following California Building Standards Codes:

- California Building Code
- California Residential Code
- California Electrical Code
- California Plumbing Code
- California Mechanical Code
- California Fire Code
- California Energy Code
- California Green Building Standards Code

Alternate Material and Methods

TRB recognizes that there are alternate materials and methods of construction that can be used to satisfy and comply with the provisions of the code. Our experience with the use of alternate materials, alternate design and methods of construction enhances our ability to solve specific issues that arise in design and construction.

Electronic Plan Review

TRB is equipped to review documents in electronic format. The staff of TRB has been leaders in the field of digital plan review and workflow management; as such, we have the experience and know-how to efficiently manage the review of electronic documents. In addition to having our own system, our team has extensive experience working with several electronic plan review systems including DigEplan, Bluebeam, ProjectDox, and Accela.

Shipping and Delivery of Plans

TRB provides pre-printed overnight shipping labels and/or pickup services to facilitate the transport of any hardcopy plan submittals to our office. Please note that the pickup, shipment and delivery of plan documents and other relevant correspondence to the City are provided at no additional cost.

Building Inspection [Option]

TRB is prepared to perform inspection, referring to building plans, structural plans, and material specifications for structures located within the City limits, upon 48-hour notice. Our inspectors are proficient at verifying project conformance to model code standards (Building, Electrical, Mechanical, Plumbing, Green Building and Energy & Accessibility) and locally adopted ordinances.

TRB provides all labor and technical, administrative, professional, and other personnel; supplies, materials, equipment, and all other resources necessary to perform the specified work. TRB will use existing City forms or can develop correction sheets which meet with the approval of the City and shall maintain written lists of corrections needed to ensure conformance to codes and regulations.

Field Inspection Process

Our experienced team includes individuals with extensive field inspection experience on a range of project assignment types including municipality "Called Inspections," "Clerk of the Works," and "Inspector of Record" roles; our team can assist with a broad range of inspection responsibilities. Our scope of service areas includes residential, commercial, and industrial facilities, capital improvement projects, municipal agency services and infrastructure revitalization.

Our inspectors are careful to document all inspection activities, adhere to agency-adopted protocols, and follow field procedures and policies as dictated by the Building Official. TRB will maintain daily inspection records and all necessary documents on file for reference by the City. To confirm, TRB staff are available for applicant inquiries and/or conferences during normal City business hours.

Our inspections include those identified in the California Model Codes and would be amended or modified as directed by the City.

- Foundation Inspection
- Framing Inspection(s)
- Electrical, Mechanical, Plumbing systems inspection
- Lath and/or Gypsum Board Inspection
- Fire Code Inspection, e.g. fire suppression, alarms, etc. (if requested)
- Concrete Slab or under-floor Inspection
- Energy Efficiency Measures Inspections
- Green Building Inspection
- Fire Resistance Rated Construction Inspection
- Floodplain Inspection
- Final Inspection

Remote Virtual Inspection (RVI) Option

Many agencies have engaged in using virtual programs to provide remote inspection services. Several of our clients have successfully implemented virtual inspection programs. We are familiar with using Inspected.com and Blitzz, as well as Facetime, Skype, Google Duo and Microsoft Teams. We are prepared to assist with RVI inspections if desired by the City.

Code Administration, Permit Processing, Code Enforcement, CASp Services [Option]

TRB is prepared to provide Permit Technician, Administrative, Code Enforcement, and CASp services support to the City on an as-needed basis. TRB staff are prepared to work at the City's offices as an extension of City staff under the supervision of the Chief Building Official or their designee with the knowledge, skills, and abilities to perform the following requisite functions.

Permit Technician / Administrative Assistant

- Assist the public at the front counter or by phone regarding building, planning, and engineering permit requirements, application and permit fees, application filing procedures and processing, and permit status.
- Enter permit and related data into the City's permit tracking system.
- Research, compile and prepare various limited reports and presentation graphics.
- Accept permit and related applications and collect fees.
- Screen plans and application materials for completeness and for conformance with City ordinances standards, policies, and guidelines.
- Review application materials for compliance with conditions of project approval; route plans to other City departments for review; approve and issue minor permits; research and respond to public inquiries.

Code Enforcement

- Enforce compliance with agency regulations and ordinances including those pertaining to zoning, land use, nuisance housing, building codes, health and safety, blight, graffiti, water waste, and other matters.
- Respond to complaints and reports from other agencies and departments on alleged violations of agency zoning and related municipal codes and ordinances; conduct investigations and provide recommendations for resolution.
- Conduct field investigations; inspect properties for violations; issue and post warning notices, notices of violation, corrective notices, orders to comply, and related documentation for code violations; schedule and performing follow-up functions to gain compliance including letters, inspections, calls, meetings, discussions, and negotiations to ensure compliance with appropriate codes and ordinances.
- Maintain accurate documentation and case files on investigations, inspections, enforcement actions, and other job-related activities including accurate and detailed information regarding code enforcement activity to substantiate violations; drawing diagrams and illustrations and taking photographs.

Disabled Access (CASp) Services

TRB offers Certified Accessibility Specialist (CASp) Consulting Services to assist agencies with the compliance requirements of State of California Senate Bill 1608 (Corbett). Our team is skilled at reviewing facility plans and specifications for compliance with State and Federal accessibility laws, codes, and regulations; evaluating facilities for compliance with State and Federal accessibility codes and regulations; conducting accessibility research, preparing accessibility reports, and performing accessibility inspections. We offer email/phone consultations, onsite facility inspections and certifications, and expert testimony services as part of our CASp consulting services portfolio.

Civil Engineering Plan Review and Construction Inspection [Option]

The TRB team is equipped to perform civil engineering plan review and construction inspection support to the City on an as-needed basis. TRB plan reviewers and inspectors will work with City staff to ensure that all work conforms to the project construction documents, Codes and Ordinances including Grading Code, APWA Standard Specifications, AWWA Standards, State and Federal (ADA) Building Codes related to site accessibility.

Civil Engineering Plan Review

- Plan review subdivision maps, parcel maps, and improvement drawings. Our project manager shall assign a California Licensed Civil or Structural engineer who is qualified to review subdivision maps, parcel maps, site development plans and construction drawings.
- Maintain engineering records.
- Provide engineering advice and recommendations to Planning, Building and Public Works divisions.
- Provide consultation regarding current development review to the Chief Building Official, Planning Manager and Engineer.
- Assist City staff with code interpretation and application of state and federal regulations.
- Perform related duties as assigned by City.

Construction Inspection

- Oversee Quality Assurance of the construction activities to verify conformance to plans and specifications.
- Document all work, contractor and subcontractor personnel and equipment, and field orders daily.
- Maintain onsite project log and as-built schedule report. Prepare daily reports of observations and activities.
- Maintain a daily inspection report containing a record of weather, contractors, work onsite, number of workers, work accomplished, problems encountered, solutions agreed upon, and other similar relevant data as directed by City.
- Perform daily photo-documentation of the progress of the project in accordance with City practice.
- Monitor establishment and application of appropriate Contractor site safety programs.
- Monitor and report on applicable Erosion Control and SWPP provisions.
- Perform related duties as assigned by the City.

Fee Schedule

TRB and Associates offers the following fixed-fee and hourly rate schedules for services provided. Please note that Building Plan Review services may be rendered on either a fixed fee or hourly rate basis, as noted below. Fire Plan Review, Building Inspection, Staff Augmentation and Other services (e.g. CASp consulting) are provided on a time-and-materials basis at rates shown in the provided Schedule of Hourly Rates and Reimbursables.

Invoices are issued on monthly intervals for services rendered. Invoice statements will include a detailed cost breakdown with the name of each staff member who provided services, a description of what services were provided, applicable project references, and associated billing rates. We are also prepared to include any additional reporting information as directed by the City (e.g permit issuance activity, counter interaction, and related data).

Plan Review Services

Our plan review fees are calculated as a percentage of the Building Plan Review Fee collected by the City. The fee compensation shown covers three total plan review cycles – the initial plan review and up to two rechecks. Any further review cycles which become necessary including deferred submittals and reviews of revisions to approved plans would be billed based upon a negotiated hourly rate. Please note that the turnaround timeframe for providing expedited and express plan reviews would be negotiated/mutually agreed upon prior to commencement of the review. Please also note that all plan reviews are subject to a minimum $250 fee.

Turnaround Timeframe (in business days)	Structural Only Review	M/E/P Only Review	Complete Review (Structural, Life Safety/Disabled Access, M/E/P, Green, Energy)
Standard* - 10 days first check - 5 days rechecks	45%	45%	70%
Expedited** As negotiated and mutually agreed-upon	Standard fee plus an additional 50 percent	Standard fee plus an additional 50 percent	Standard fee plus an additional 50 percent

* For exceptionally large/complex projects, 15-day first check and 10 day rechecks may apply, as mutually agreed upon prior to commencement of review.

** Turnaround timeframe would be mutually agreed upon prior to commencement of work.

Please note that the pickup, shipment, and delivery of hardcopy and/or electronic plan documents and other relevant correspondence to the City is included in the above-noted cost.

Schedule of Hourly Rates and Reimbursables

The following billing rates apply for services rendered on an hourly basis:

Position	Hourly Rate
Principal / Director	$215.00
Project / Division Manager	$175.00
Building Official	$170.00
Assistant Building Official	$160.00
Assistant Project Manager	$160.00
Analyst	$120.00 – 140.00
Supervising Plan Review Engineer / Architect	$170.00
Senior Plan Review Engineer / Architect	$160.00
Senior Plans Examiner (Building & Fire)	$150.00
Plan Review Engineer/Architect	$145.00
Plans Examiner (Building & Fire)	$130.00
Engineering Technician	$105.00 – 120.00
Permit Technician	$ 75.00 – 95.00
Clerical/Admin	$ 65.00
Geotechnical Engineer	$235.00
Fire Protection Engineer	$215.00
CASp Certified Inspector/Examiner	$160.00
Grading/Storm Water Plan Review Engineer	$215.00
QSP Storm Water Inspector	$195.00
Inspector of Record	$160.00 – 175.00
Supervising Inspector	$150.00 – 160.00
Senior Inspector	$120.00 – 145.00
Inspector	$110.00 – 120.00
Intern Inspector	$ 95.00

Notes:

- Overtime, Emergency, Expedited, and After-hours work is billed at the above-noted rates plus an additional 50 percent (Note that no overtime will be charged without client authorization)
- Project inspections subject to prevailing wage requirements are at the above-published rates plus 30 percent.
- All requested inspection and other staff-augmentation services are subject to a minimum 4-hour fee.
- Reimbursement for direct expenses, incurred in connection with the work, will be at cost plus 15 percent.
- Reimbursement for non-City vehicles used in connection with the work will be at the current IRS rate plus 20 percent per mile.
- Other in-house charges for prints, reproductions and equipment use, etc. will be at standard company rates.

The above Schedule is valid through June 30, 2026, and may be adjusted thereafter to account for CPI changes, as mutually agreed upon.

SHORT FORM
SERVICES AGREEMENT BETWEEN
THE CITY OF OAKLEY AND
TRB AND ASSOCIATES, INC.

THIS SERVICES AGREEMENT for professional California Building Standards Code Compliance services is entered into by and between the City of Oakley, a municipal corporation in the State of California (hereinafter referred to as "City") and TRB and Associates, Inc. (hereinafter referred to as "Contractor") effective as of July 1, 2025 ("Effective Date").

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

1.1 Term of Services. The term of this Agreement shall begin on July 1, 2025 and shall continue through June 30, 2026 or until terminated by either party pursuant to Section 9.1.

1.2 Standard of Performance. Contractor shall perform all services required pursuant to this Agreement in the manner and according to the standards observed by a competent practitioner of the profession in which Contractor is engaged in the general geographical area of the City. Contractor shall prepare all work products required by this Agreement in a substantial, first-class manner and shall conform to the standards of quality normally observed by a person practicing in Contractor's profession.

1.3 Assignment of Personnel. Contractor shall assign only competent personnel to perform services pursuant to this Agreement. In the event that City, in its sole discretion, at any time during the term of this Agreement, desires the reassignment of any such persons, Contractor shall, immediately upon receiving notice from City of such desire of City, reassign such person or persons.

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

Section 2. **COMPENSATION.** City hereby agree to pay Contractor a sum not to exceed one hundred and twenty-five thousand dollars ($125,000). City shall pay Contractor for services rendered pursuant to this Agreement at the time and in the manner set forth herein. These payments shall be the only payments from City to Contractor for services rendered pursuant to this Agreement. Contractor shall submit invoices to City each month for services provided.

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

2.1 **Invoices.** Contractor shall submit monthly invoices during the term of this Agreement. Invoices shall be on Contractor's Letterhead (or formal invoice form) and contain the following information:

- The beginning and ending dates of the billing period;
- A description of services for which payment is requested;
- Amount due;
- The Contractor's signature.

2.2 **Payment of Taxes.** Contractor is solely responsible for the payment of employment taxes incurred under this Agreement and any similar federal or state taxes.

2.3 **Payment upon Termination.** In the event that the City or Contractor terminates this Agreement pursuant to Section 8, the City shall compensate the Contractor for all amounts due for work satisfactorily completed as of the date of written notice of termination.

2.4 **Authorization to Perform Services.** The Contractor is not authorized to perform any services or incur any costs whatsoever under the terms of this Agreement until receipt of authorization from the Contract Administrator.

Section 3. **FACILITIES AND EQUIPMENT.** Except as set forth herein, Contractor shall, at its sole cost and expense, provide all facilities and equipment that may be necessary to perform the services required by this Agreement.

Section 4. RECYCLING REQUIREMENTS. Contractor agrees to comply with all City recycling requirements, and as set forth in the Oakley Municipal Code, including, but not limited to:

a. Construction and Demolition. Contractor must contact a customer service representative (CSR) at Oakley Disposal Service, Inc. to arrange for service for any and all construction and demolition work to be performed as part of this project unless Contractor has been approved by the City as a "self-hauler" as defined in Oakley Municipal Code §4.20.308. The CSR will ask if the drop box contains recycle material and will direct the Contractor to drop the construction and demolition debris, including dirt and cement, to a permitted processing facility. The Contractor must indicate on their order form, by checking the applicable box, that they need documentation to comply with the Oakley Municipal Code. This documentation must be provided to the City within ten (10) days of receipt of said documentation by Contractor.

b. Commercial Self-Haul. Business self-haul materials are accepted at various Oakley Disposal Service, Inc. local facilities for recycling and include, but are not limited to, wood, inerts, metals, tires, greenwaste, plastics, cardboard, mattresses, foam padding, propane tanks, e-waste and appliances. Contractor agrees to drop any and all business self-haul materials at a site designated on the website www.cccounty.us/depart/cd/recycle/.

c. Road Maintenance and Construction Projects. Contractor agrees to recycle greenwaste, asphalt, concrete and metal from any and all road maintenance and construction projects at Oakley Disposal Service, Inc. designated locations.

d. Office Recyclables. If Contractor has an office, temporary office, or trailer within the City of Oakley, Contractor agrees to recycle all paper, cardboard, bottles, cans, and toner cartridges at Oakley Disposal Service, Inc. designated locations.

e. Special Waste Materials. Contractor shall dispose of inert materials, including, but not limited to, concrete, asphalt and rubber, at Oakley Disposal Service, Inc. designated locations. Shingles and wood waste shall be diverted to the Recycling Center and Transfer Station (RCTS) located at 3700 Loveridge Road, Pittsburg, CA 94565. Scrap metal shall be dropped off at a large-scale scrap metal recycle facility operating within Contra Costa County which may be found at www.cccrecycle.org.

f. Universal Waste. Contractor shall dispose of batteries, mercury containing devices and lamps, and certain consumer electronics at a recycling center designated by Oakley Disposal Service, Inc.

Section 5. INSURANCE REQUIREMENTS. Before beginning any work under this Agreement, Contractor, at its own cost and expense, shall procure "occurrence coverage" insurance against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the work hereunder by the Contractor and its agents, representatives, employees, and subcontractors. Contractor shall provide proof satisfactory to City of such insurance that meets the requirements of this section and under forms of insurance satisfactory in all respects to the City. Contractor shall maintain the insurance policies required by this section throughout the term of this Agreement. The cost of such insurance shall be included in the Contractor's bid. Contractor shall not allow any subcontractor to commence work on any subcontract until Contractor has obtained all insurance required herein for the subcontractor(s) and provided evidence thereof to City. Verification of the required insurance shall be submitted and made part of this Agreement prior to execution. Verification of the required insurance is attached hereto and incorporated herein as Exhibit B.

5.1 Variation. The City may approve a variation in the foregoing insurance requirements, upon a determination that the coverages, scope, limits, and forms of such insurance are either not commercially available, or that the City's interests are otherwise fully protected.

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

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

- Obtain such insurance and deduct and retain the amount of the premiums for such insurance from any sums due under the Agreement;
- Order Contractor to stop work under this Agreement or withhold any payment that becomes due to Contractor hereunder, or both stop work and withhold any payment, until Contractor demonstrates compliance with the requirements hereof; and/or
- Terminate this Agreement.

Section 6. INDEMNIFICATION AND CONTRACTOR'S RESPONSIBILITIES

6.1. Contractor shall, to the fullest extent permitted by law, indemnify, defend (with counsel acceptable to the City) and hold harmless City, and its employees, officials, volunteers and agents ("Indemnified Parties") from and against any and all losses, claims, damages, costs and liability (including but not limited to loss of use, loss of profits or loss of goodwill arising in any manner from the work) arising out of any personal injury, loss of life, damage to property, or any violation of any federal, state, or municipal law or ordinance, arising out of the performance of this Agreement by Contractor, its officers, employees, agents, volunteers, subcontractors or sub-Contractors, excepting only liability arising from the sole negligence, active negligence or intentional misconduct of City.

6.2. In the event that Contractor or any employee, agent, sub-Contractor or subcontractor of Contractor providing services under this Agreement is determined by a court of competent jurisdiction or the California Public Employees Retirement System (PERS) to be eligible for enrollment in PERS as an employee of City, Contractor shall indemnify, defend, and hold harmless City for the payment of any employee and/or employer contributions for PERS benefits on behalf of Contractor or its employees, agents, sub-Contractors or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of City.

6.3. Acceptance by City of insurance certificates and endorsements required under this Agreement does not relieve Contractor from liability under this indemnification and hold harmless clause. This indemnification and hold harmless clause shalt apply to any damages or claims for damages whether or not such insurance policies shall have been determined to apply.

6.4. By execution of this Agreement, Contractor acknowledges and agrees to the provisions of this Section and that it is a material element of consideration, and that these provisions survive the termination of this Agreement.

Section 7. STATUS OF CONTRACTOR.

7.1 **Independent Contractor.** At all times during the term of this Agreement, Contractor shall be an independent contractor and shall not be an employee of City. City shall have the right to control Contractor only insofar as the results of Contractor's services rendered pursuant to this Agreement and assignment of personnel

pursuant to Subparagraph 1.3; however, otherwise City shall not have the right to control the means by which Contractor accomplishes services rendered pursuant to this Agreement, Notwithstanding any other City, state, or federal policy, rule, regulation, law, or ordinance to the contrary, Contractor and any of its employees, agents, and subcontractors providing services under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any and all claims to, any compensation, benefit, or any incident of employment by City, including but not limited to eligibility to enroll in the California Public Employees Retirement System (PERS) as an employee of City and entitlement to any contribution to be paid by City for employer contributions and/or employee contributions for PERS benefits.

7.2 **Contractor, Not Agent.** Except as City may specify in writing, Contractor shall have no authority, express or implied, to act on behalf of City in any capacity whatsoever as an agent. Contractor shall have no authority, express or implied, pursuant to this Agreement to bind City to any obligation whatsoever.

Section 8. LEGAL REQUIREMENTS.

8.1 **Governing Law.** The laws of the State of California shall govern this Agreement.

8.2 **Compliance with Applicable Laws.** Contractor and any subcontractors shall comply with all laws applicable to the performance of the work hereunder.

8.3 **Other Governmental Regulations.** To the extent that this Agreement may be funded by fiscal assistance from another governmental entity, Contractor and any subcontractors shall comply with all applicable rules and regulations to which City is bound by the terms of such fiscal assistance program.

8.4 **Licenses and Permits.** Contractor represents and warrants to City that Contractor and its employees, agents, and any subcontractors have all licenses, permits, qualifications, and approvals of whatsoever nature legally required to practice their respective professions. Contractor represents and warrants to City that Contractor and its employees, agents, any subcontractors shall, at their sole cost and expense, keep in effect at all times during the term of this Agreement any licenses, permits, and approvals that are legally required to practice their respective professions. In addition to the foregoing, Contractor and any subcontractors shall obtain and

maintain during the term of this Agreement valid business licenses from City.

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

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

Section 9. TERMINATION AND MODIFICATION.

9.1 **Termination.** City may cancel this Agreement at any time and without cause upon written notification to Contractor.

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

In the event of termination, Contractor shall be entitled to compensation for services performed to the effective date of termination.

9.2 **Amendments.** The parties may amend this Agreement only by a writing signed by all the parties.

9.3 **Assignment and Subcontracting.** City and Contractor recognize and agree that this Agreement contemplates personal performance by Contractor and is based upon a determination of Contractor's unique personal competence, experience, and specialized personal knowledge. Moreover, a substantial inducement to City for entering into this Agreement was and is the professional reputation and competence of Contractor. Contractor may not assign this Agreement or any interest therein without the prior written approval of the Contract Administrator. Contractor shall not subcontract any portion of the performance contemplated and provided for herein,

other than to the subcontractors noted in the proposal, without prior written approval of the Contract Administrator.

9.4 Survival. All obligations arising prior to the termination of this Agreement and all provisions of this Agreement allocating liability between City and Contractor shall survive the termination of this Agreement.

9.5 Breach by Contractor. If Contractor materially breaches any of the terms of this Agreement, City may immediately terminate the Agreement.

Section 10. KEEPING AND STATUS OF RECORDS.

10.1 Records Created as Part of Contractor's Performance. All reports, data, maps, models, charts, studies, surveys, photographs, memoranda, plans, studies, specifications, records, files, or any other documents or materials, in electronic or any other form, that Contractor prepares or obtains pursuant to this Agreement and that relate to the matters covered hereunder shall be the property of the City. Contractor hereby agrees to deliver those documents to the City upon termination of the Agreement. It is understood and agreed that the documents and other materials, including but not limited to those described above, prepared pursuant to this Agreement are prepared specifically for the City and are not necessarily suitable for any future or other use. City and Contractor agree that, until final approval by City, all data, plans, specifications, reports and other documents are confidential and will not be released to third parties without prior written consent of both parties.

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

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

request of City or as part of any audit of City, for a period of three (3) years after final payment under the Agreement.

Section 11 MISCELLANEOUS PROVISIONS.

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

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

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

11.4 Successors and Assigns. The provisions of this Agreement shall inure to the benefit of and shall apply to and bind the successors and assigns of the parties.

11.5 Use of Recycled Products. Contractor shall prepare and submit all reports, written studies and other printed material on recycled paper to the extent it is available at equal or less cost than virgin paper.

11.6 Conflict of Interest. Contractor may serve other clients, but none whose activities within the corporate limits of City or whose business, regardless of location, would place Contractor in a "conflict of interest," as that term is defined in the Political Reform Act, codified at California Government Code Section 81000 et seq.

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

Contractor hereby warrants that it is not now, nor has it been in the previous twelve (12) months, an employee, agent, appointee, or official of the City. If Contractor was an employee, agent, appointee, or official of City in the previous twelve months, Contractor warrants that it did not participate in any manner in the forming of this

Agreement. Contractor understands that, if this Agreement is made in violation of Government Code §1090 et. Seq., the entire Agreement is void and Contractor will not be entitled to any compensation for services performed pursuant to this Agreement, including reimbursement of expenses, and Contractor will be required to reimburse the City for any sums paid to the Contractor. Contractor understands that, in addition to the foregoing, it may be subject to criminal prosecution for a violation of Government Code §1090 and, if applicable, will be disqualified from holding public office in the State of California.

11.7 Inconsistent Terms. If the terms or provisions of this Agreement conflict with or are inconsistent with any term or provision of any attachment or Exhibit attached hereto, then the terms and provisions of this Agreement shall prevail.

11.8 Solicitation. Contractor agrees not to solicit business at any meeting, focus group, or interview related to this Agreement, either orally or through any written materials.

11.9 Contract Administration. This Agreement shall be administered by Ken Strelo, Community Development Director ("Contract Administrator"). All correspondence shall be directed to or through the Contract Administrator or his or her designee.

11.10 Notices.

Any written notice to Contractor shall be sent to:

TRB and Associates, Inc.
Attn: Todd Bailey, Owner
3180 Crow Canyon Place, Suite 216
San Ramon, CA 94583
tbailey@trbplus.com

Any written notice to City shall be sent to:

City of Oakley
Attn: Ken Strelo, Community Development Director
3231 Main St.
Oakley, CA 94561
strelo@ci.oakley.ca.us

11.11 Integration. This Agreement, including the attached exhibits, represents the entire and integrated agreement between City and Contractor and supersedes all prior negotiations, representations, and agreements, either written or oral.

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

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

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

CITY:	**CONTRACTOR:**
City of Oakley, a municipal corporation in the State of California	TRB and Associates, Inc., a California corporation
Joshua McMurray, City Manager	Todd Bailey, Owner

Attest:

Kim Snodgrass, City Clerk

Approved as to Form:

Derek Cole, City Attorney

EXHIBIT A

Scope of Work/Compensation Schedule

Exhibit B

Insurance Requirements

Specific Insurance Requirements and Required Policy Limits

PROFESSIONAL SERVICES CONTRACTS:

Including, but not limited to architects, engineers, consultants, counselors, attorneys and accountants.

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

Minimum scope of coverage
Coverage shall be at least as broad as:

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

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

Other Insurance Provisions

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

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

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

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

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

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

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

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

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

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

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

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

RESOLUTION NO. -25

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OAKLEY, CALIFORNIA, APPROVING A SERVICES AGREEMENT BETWEEN THE CITY OF OAKLEY AND TRB AND ASSOCIATES, INC. FOR SERVICES ASSOCIATED WITH CALIFORNIA BUILDING STANDARDS CODE COMPLIANCE FOR FISCAL YEAR 2025-2026 AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT

WHEREAS, City of Oakley ("City") uses various consultants and contractors on an as-need basis to assist City staff on processing and managing private and public development projects; and

WHEREAS, TRB and Associates, Inc. has been serving the City since 2014 after being selected as the best suited firm to provide code-compliance building permit plan review services to the City; and

WHEREAS, the need for this type of code-compliance support service has remained steady due to the large number of development projects being approved and constructed; and

WHEREAS, the costs associated with the agreement will be funded by private development project permit fees and not the City's General Fund; and

NOW, THEREFORE, BE IT RESOLVED AND ORDERED, by the City Council of the City of Oakley that the Services Agreement between the City of Oakley and TRB and Associates, Inc. is hereby approved, and the City Manager is authorized to execute the agreement for a term beginning on July 1, 2025 through June 30, 2026 for an amount not-to-exceed one-hundred twenty-five thousand dollars ($125,000).

PASSED AND ADOPTED by the City Council of the City of Oakley at a meeting held on this 10th day of June 2025 by the following vote:

AYES:
NOES:
ABSENT:
ABSTENTIONS:

APPROVED:

_____

Annissa Williams, Mayor Date

ATTEST:

_____

Kim Snodgrass, City Clerk Date

STAFF REPORT

OAKLEY
CALIFORNIA

DATE: June 10, 2025

TO: Joshua McMurray, City Manager

FROM: Robert Barker, Information Technology Manager

Approved and Forwarded to the City Council

SUBJECT: Adopt a Resolution Authorizing the City Manager to Execute a Three-Year Professional Services Agreement with Keep IT Simple for Information Technology Services for Fiscal Year 2025/26 through Fiscal Year 2027/28

Background and Analysis

In Fiscal Year (FY) 2024/25, following a comprehensive review of the City's information technology (IT) needs and a successful engagement with Keep IT Simple (KIS) during the City's emergency response to a cyberattack, the City entered into a one-year agreement with KIS to provide IT support services to the IT Manager.

Over the past year, KIS has delivered high-quality service, demonstrating technical expertise, responsiveness, and alignment with the City's organizational priorities. Staff have noted improvements in system performance, user support, and overall confidence in IT operations under the new IT Manager with assistance from KIS.

Based on the successful performance and working relationship established over the past 12 months, staff recommends entering into a new three-year agreement with KIS for IT support services. The agreement will cover the period of July 1, 2025 through June 30, 2028.

A multi-year commitment allows for service continuity, greater efficiency in project planning, and sustained progress on long-term IT objectives, including infrastructure upgrades, cybersecurity resilience, and support for a growing organization.

Consistency with the Oakley Strategic Plan 27+

The services provided will support several objectives under the Strategic Plan 27+ goal of Financial and Fiscal Responsibility as well as the Sustainable Organization Goal.

Fiscal Impact

Funding for the first year of the agreement is included in the FY 2025/26 adopted budget in the Information Technology Fund 703. Funding for the second and third year will be included in the proposed FY 2026/27 and FY 2027/28 budgets.

Staff Recommendation

Staff recommends the City Council adopt a Resolution authorizing the City Manager to execute a professional services agreement with Keep IT Simple for information technology support services for Fiscal Year 2025/26 through Fiscal Year 2027/28.

Attachments

1. Resolution
2. Professional Services Agreement with KIS

RESOLUTION NO. X-25

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OAKLEY AUTHORIZING THE CITY MANAGER TO EXECUTE A THREE-YEAR PROFESSIONAL SERVICES AGREEMENT WITH KEEP IT SIMPLE FOR INFORMATION TECHNOLOGY SERVICES FOR FISCAL YEAR 2025/26 THROUGH FISCAL YEAR 2027/28

WHEREAS, the City contracted with Sable Computer, Inc. doing business as Keep IT Simple ("KIS") to provide information technology support the Information Technology Manager for Fiscal Year ("FY") 2024/2025; and

WHEREAS, staff was satisfied with the work performed by KIS and determined that KIS's proposal for a three-year agreement best meets the needs of the City.

BE IT RESOLVED by the City Council of the City of Oakley that the City Manager is authorized to execute a three-year professional services agreement with Keep IT Simple for information technology support services from FY 2025/2026 through FY 2027/28 for a total not to exceed amount of $482,820.

PASSED, APPROVED AND ADOPTED this 10th day of June 2025 by the following vote.

AYES:
NOES:
ABSTENTION:
ABSENT:

APPROVED:

_____
Shannon Shaw, Mayor

ATTEST:

_____
Kim Snodgrass, City Clerk

_____
Date

PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF OAKLEY AND SABLE COMPUTER DBA KEEP IT SIMPLE FOR INFORMATION TECHNOLOGY SUPPORT SERVICES

THIS AGREEMENT for professional services is entered into by and between the City of Oakley, a municipal corporation in the State of California (hereinafter referred to as "City") and **Sable Computer doing business as Keep IT Simple** (hereinafter referred to as "Consultant"), collectively sometimes referred to hereinafter as the "Parties", as of **7/1/2025** (the "Effective Date").

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

1.1 **Term of Services.** The term of this Agreement shall begin on the Effective Date and shall end on **6/30/2028**, the date of completion specified in Exhibit A, and Consultant shall complete the work described in Exhibit A prior to that date, unless the term of the Agreement is otherwise terminated or extended, as provided for in Section 8. The time provided to Consultant to complete the services required by this Agreement shall not affect the City's right to terminate the Agreement, as provided for in Section 8. Should this Agreement be amended to include additional tasks as contemplated in Section 1, the term of services shall be extended as mutually agreed upon by City and Consultant.

1.2 **Standard of Performance.** Consultant shall perform all services required pursuant to this Agreement in the manner and according to the standards observed by a competent practitioner of the profession in which Consultant is engaged in the geographical area in which Consultant practices its profession. Consultant shall prepare all work products required by this Agreement in a substantial, first-class manner and shall conform to the standards of quality normally observed by a person practicing in Consultant's profession.

1.3 **Assignment of Personnel.** Consultant shall assign only competent personnel to perform services pursuant to this Agreement. In the event that City, in its sole discretion, at any time during the term of this Agreement, desires the reassignment of any such persons, Consultant shall, immediately upon receiving notice from City of such desire of City, reassign such person or persons.

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

Section 2. **COMPENSATION.** City hereby agrees to pay Consultant a sum not to exceed **$482,820,** notwithstanding any contrary indications that may be contained in Consultant's proposal, for services to be performed and reimbursable costs incurred under this Agreement. In the event of a conflict between this Agreement and Consultant's proposal, attached as Exhibit A, regarding the amount of compensation, the

Agreement shall prevail. City shall pay Consultant for services rendered pursuant to this Agreement at the time and in the manner set forth herein. The payments specified below shall be the only payments from City to Consultant for services rendered pursuant to this Agreement. Consultant shall submit all invoices to City in the manner specified herein. Except as specifically authorized by City, Consultant shall not bill City for duplicate services performed by more than one person.

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

2.1 **Invoices.** Consultant shall submit invoices, not more often than once a month during the term of this Agreement, based on the cost for services performed and reimbursable costs incurred prior to the invoice date. Invoices shall contain the following information:

- Serial identifications of progress bills; i.e., Progress Bill No. 1 for the first invoice, etc.;
- The beginning and ending dates of the billing period;
- A Task Summary containing the original contract amount, the amount of prior billings, the total due this period, the balance available under the Agreement, and the percentage of completion;
- At City's option, for each work item in each task, a copy of the applicable time entries or time sheets shall be submitted showing the name of the person doing the work, the hours spent by each person, a brief description of the work, and each reimbursable expense;
- The Consultant's signature.

2.2 **Monthly Payment.** City shall make monthly payments, based on invoices received, for services satisfactorily performed, and for authorized reimbursable costs incurred. City shall have 30 days from the receipt of an invoice that complies with all of the requirements above to pay Consultant.

2.3 **Final Payment.** City shall pay the last 10% of the total sum due pursuant to this Agreement within 60 days after completion of the services and submittal to City of a final invoice, if all services required have been satisfactorily performed.

2.4 **Total Payment.** City shall pay for the services to be rendered by Consultant pursuant to this Agreement. City shall not pay any additional sum for any expense or cost whatsoever incurred by Consultant in rendering services pursuant to this Agreement. City shall make no payment for any extra, further, or additional service pursuant to this Agreement.

In no event shall Consultant submit any invoice for an amount in excess of the maximum amount of compensation provided above either for a task or for the entire Agreement, unless

the Agreement is modified prior to the submission of such an invoice by a properly executed change order or amendment approved by the City Manager, which shall not exceed the maximum amount allowed by the Oakley Municipal Code.

2.5 **Hourly Fees.** Fees for work performed by Consultant shall not exceed the amounts shown on the Compensation Schedule attached hereto and incorporated herein as Exhibit A.

2.6 **Reimbursable Expenses.** Reimbursable expenses are specified in Exhibit A, and expenses not listed in Exhibit A are not chargeable to the City.

2.7 **Payment of Taxes.** Consultant is solely responsible for the payment of employment taxes incurred under this Agreement and any similar federal or state taxes.

2.8 **Payment upon Termination.** In the event that the City or Consultant terminates this Agreement pursuant to Section 8 of this Agreement, the City shall compensate the Consultant for all outstanding costs and reimbursable expenses incurred for work satisfactorily completed as of the date of written notice of termination. Consultant shall maintain adequate logs and timesheets in order to verify costs incurred to that date.

2.9 **Authorization to Perform Services.** The Consultant is not authorized to perform any services or incur any costs whatsoever under the terms of this Agreement until receipt of authorization from the Contract Administrator.

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

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

Section 4. **INSURANCE REQUIREMENTS.** Before beginning any work under this Agreement, Consultant, at its own cost and expense, shall procure the types and amounts of insurance listed below and in Exhibit C against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the work hereunder by the Consultant and its agents, representatives, employees, and subcontractors. Consistent with the following provisions, Consultant shall provide proof satisfactory to City of such insurance that meets the requirements of this section and under forms of insurance satisfactory in all respects to the City, and that such insurance is in effect prior to commencing work under this Agreement. Consultant shall maintain the insurance policies required by this section throughout the term of this Agreement. The cost of such insurance shall be included in the Consultant's bid. Consultant shall not allow any subcontractor to commence work on any subcontract until Consultant has obtained all insurance required

herein for the subcontractor(s) and provided evidence thereof to City. Verification of the required insurance shall be submitted and made part of this Agreement prior to execution. Verification of the required insurance is attached hereto and incorporated herein as Exhibit C.

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

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

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

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

- Terminate this Agreement.

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

With respect to third party claims against the Consultant, the Consultant waives any and all rights of any type of express or implied indemnity against the indemnitees.

However, notwithstanding the foregoing, in accordance with California Civil Code Section 1668, nothing in this Agreement shall be construed to exempt the City from its own fraud, willful injury to the person or property of another, or violation of law. In addition, and notwithstanding the foregoing, to the extent this Agreement is a "construction contract" as defined by California Civil Code section 2783, as may be amended from time to time, such duties of Consultant to indemnify shall not apply when to do so would be prohibited by California Civil Code Section 2782.

Section 6. STATUS OF CONSULTANT.

6.1 **Independent Contractor.** At all times during the term of this Agreement, Consultant shall be an independent contractor and shall not be an employee of City. City shall have the right to control Consultant only insofar as the results of Consultant's services rendered pursuant to this Agreement and assignment of personnel pursuant to Subparagraph 1.3; however, otherwise City shall not have the right to control the means by which Consultant accomplishes services rendered pursuant to this Agreement. Notwithstanding any other City, state, or federal policy, rule, regulation, law, or ordinance to the contrary, Consultant and any of its employees, agents, and subcontractors providing services under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any and all claims to, any compensation, benefit, or any incident of employment by City, including but not limited to eligibility to enroll in the California Public Employees Retirement System (PERS) as an employee of City and entitlement to any contribution to be paid by City for employer contributions and/or employee contributions for PERS benefits.

6.2 **Consultant, Not Agent.** Except as City may specify in writing, Consultant shall have no authority, express or implied, to act on behalf of City in any capacity whatsoever as an agent. Consultant shall have no authority, express or implied, pursuant to this Agreement to bind City to any obligation whatsoever.

Section 7. LEGAL REQUIREMENTS.

7.1 **Governing Law.** The laws of the State of California shall govern this Agreement.

7.2 **Compliance with Applicable Laws.** Consultant and any subcontractors shall comply with all laws applicable to the performance of the work hereunder, including but not limited to, the California Building Code, the Americans with Disabilities Act, and any copyright, patent or trademark law. Consultant's failure to comply with any law(s) or regulation(s) applicable to the performance of the work hereunder shall constitute a breach of contract.

7.3 **Other Governmental Regulations.** To the extent that this Agreement may be funded by fiscal assistance from another governmental entity, Consultant and any subcontractors shall comply with all applicable rules and regulations to which City is bound by the terms of such fiscal assistance program.

7.4 **Licenses and Permits.** Consultant represents and warrants to City that Consultant and its employees, agents, and any subcontractors have all licenses, permits, qualifications, and approvals of whatsoever nature that are legally required to practice their respective professions. Consultant represents and warrants to City that Consultant and its employees, agents, any subcontractors shall, at their sole cost and expense, keep in effect at all times during the term of this Agreement any licenses, permits, and approvals that are legally required to practice their respective professions. In addition to the foregoing, Consultant and any subcontractors shall obtain and maintain during the term of this Agreement valid business licenses from City.

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

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

Section 8. TERMINATION AND MODIFICATION.

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

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

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

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

8.3 **Amendments.** The parties may amend this Agreement only by a writing signed by all the parties.

8.4 **Assignment and Subcontracting.** City and Consultant recognize and agree that this Agreement contemplates personal performance by Consultant and is based upon a

determination of Consultant's unique personal competence, experience, and specialized personal knowledge. Moreover, a substantial inducement to City for entering into this Agreement was and is the professional reputation and competence of Consultant. Consultant may not assign this Agreement or any interest therein without the prior written approval of the Contract Administrator. Consultant shall not subcontract any portion of the performance contemplated and provided for herein, other than to the subcontractors noted in the proposal, without prior written approval of the Contract Administrator.

8.5 **Survival.** All obligations arising prior to the termination of this Agreement and all provisions of this Agreement allocating liability between City and Consultant shall survive the termination of this Agreement.

8.6 **Options upon Breach by Consultant.** If Consultant materially breaches any of the terms of this Agreement, City's remedies shall include, but not be limited to the following:

8.6.1 Immediately terminate the Agreement;

8.6.2 Retain the plans, specifications, drawings, reports, design documents, and any other work product prepared by Consultant pursuant to this Agreement;

8.6.3 Retain a different consultant to complete the work described in Exhibit A not finished by Consultant; or

8.6.4 Charge Consultant the difference between the cost to complete the work described in Exhibit A that is unfinished at the time of breach and the amount that City would have paid Consultant pursuant to Section 2 of this Agreement if Consultant had completed the work.

Section 9. KEEPING AND STATUS OF RECORDS.

9.1 **Records Created as Part of Consultant's Performance.** All reports, data, maps, models, charts, studies, surveys, photographs, memoranda, plans, studies, specifications, records, files, or any other documents or materials, in electronic or any other form, that Consultant prepares or obtains pursuant to this Agreement and that relate to the matters covered hereunder shall be the property of the City. Consultant hereby agrees to deliver those documents to the City upon termination of the Agreement. It is understood and agreed that the documents and other materials, including but not limited to those described above, prepared pursuant to this Agreement are prepared specifically for the City and are not necessarily suitable for any future or other use. City and Consultant agree that, until final approval by City, all data, plans, specifications, reports and other documents are confidential and will not be released to third parties without prior written consent of both parties.

9.2 **Consultant's Books and Records.** Consultant shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services or expenditures and disbursements charged

to the City under this Agreement for a minimum of three (3) years, or for any longer period required by law, from the date of final payment to the Consultant to this Agreement.

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

Section 10 MISCELLANEOUS PROVISIONS.

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

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

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

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

10.5 **Successors and Assigns.** The provisions of this Agreement shall inure to the benefit of and shall apply to and bind the successors and assigns of the parties.

10.6 **Use of Recycled Products.** Consultant shall prepare and submit all reports, written studies and other printed material on recycled paper to the extent it is available at equal or less cost than virgin paper.

10.7 **Conflict of Interest.** Consultant may serve other clients, but none whose activities within the corporate limits of City or whose business, regardless of location, would place Consultant

in a "conflict of interest," as that term is defined in the Political Reform Act, codified at California Government Code Section 81000 *et seq.*

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

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

10.8 **Solicitation.** Consultant agrees not to solicit business at any meeting, focus group, or interview related to this Agreement, either orally or through any written materials.

10.9 **Contract Administration.** This Agreement shall be administered by Robert Barker, Information Technology Manager ("Contract Administrator"). All correspondence shall be directed to or through the Contract Administrator or his or her designee.

10.10 **Notices.**
Any written notice to Consultant shall be sent to:

KIS
43160 Osgood Road, Fremont CA 94539
Attn: Craig Miller, Partner and Practice Manager

Any written notice to City shall be sent to:

City of Oakley
Attn: Robert Barker, Information Technology Manager
3231 Main Street
Oakley, CA 94561

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

Exhibit A	Scope of Services and Compensation Schedule
Exhibit B	Insurance Requirements
Exhibit C	Verification of Required Insurance

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

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

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

CITY

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

By: _____
Joshua McMurray, City Manager

Attest:

By: _____
Kim Snodgrass, City Clerk

CONSULTANT

Sable Computer, a California
Corporation

By: _____
Signature

Approved as to Form:

By: _____
Derek P. Cole, City Attorney

EXHIBIT A
SCOPE OF SERVICES AND COMPENSATION SCHEDULE

Support Services

KIS will provide IT services for Oakley. KIS is to provide IT services needed to support the client, server, infrastructure, and security of the IT described below.

Support will be remote with an addition of four hours of onsite technician support on business days. Ticketing and remote capabilities will be provided using KIS Support Tools. KIS will provide the following services:

- Production MS AD Forest/Domain
- 4 sites, 100 endpoints
- 17 tablets (All on MS operating systems located in PD Cars)
- Printer/Copier routine support (connectivity and toner)
- 20 Servers (VMware in place)
- MS365 Administration (Business Standard)
- Palo Alto Firewalls (6 individual and 2 in HA)
- 8 switches
- Administrative support of Oakley applications - CJIS applications, Eden ERP, Tyler MDR, Tiburon, and the backup of the servers

Support Services

- Maintain 4-hour business day onsite support.
- Manage and schedule maintenance checks.
- Schedule automated and manual update and patch schedules.
- Provide relevant documentation for the support team.
- Conduct services and ticket processing as required.
    - Onboarding and Termination of users
    - Endpoint support
    - Server support
    - Printer Support
    - Infrastructure device support
        - Firewall, network, Wireless.
    - MS AD administration
    - MS365 support
    - Server and data backup and recovery solution monitoring and administration.
    - Monthly meeting to provide updates and guidance on projects and strategy for improvements/optimizations.

This is a three-year contract with a 5% annual rate increase (3 year commitment incentive).

Year 1: July 1, 2025 to June 30, 2026 Year 2: July 1, 2026 to June 30, 2027
Year 3: July 1, 2027 to June 30, 2028

Year 1 Support (July 1, 2025 to June 30, 2026)	
Support	
• Remote Service Desk Support • On-Premise Service Desk support (M-F 8AM-12PM)	
Support Total (Monthly)	**$10,150.00**
Support Tools	
For 112 Licenses (per month): • RMM, Inventory, SOCaaS, EDR, Ticketing	
Support Tools Total (Monthly)	**$2,613.00**
Total Monthly Cost (Support and Tools)	**$12,763.00**
Total Costs Year 1	**$153,156.00**
Year 2 Support (July 1, 2026 to June 30, 2027)	
Support	
• Remote Service Desk Support • On-Premise Service Desk support (M-F 8AM-12PM)	
Support Total (Monthly)	**$10,657.00**
Support Tools	
For 112 Licenses (per month): • RMM, Inventory, SOCaaS, EDR, Ticketing	
Support Tools Total (Monthly)	**$2,744.00**
Total Monthly Cost (Support and Tools)	**$13,401.00**
Total Costs Year 2	**$160,812.00**
Year 3 Support (July 1, 2027 to June 30, 2028)	
Support	
• Remote Service Desk Support • On-Premise Service Desk support (M-F 8AM-12PM)	
Support Total (Monthly)	**$11,190.00**
Support Tools	
For 112 Licenses (per month): • RMM, Inventory, SOCaaS, EDR, Ticketing	
Support Tools Total (Monthly)	**$2,881.00**
Total Monthly Cost (Support and Tools)	**$14,071.00**
Total Costs Year 3	**$168,852.00**
Total 3 Year Contract Cost	**$482,820.00**

EXHIBIT B

INSURANCE REQUIREMENTS

PROFESSIONAL SERVICE CONTRACTS:

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

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

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

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

Other Insurance Provisions

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

Additional Insured Status

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

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

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

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

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

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

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

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

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

Subcontractors

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

Special Risks or Circumstances

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

EXHIBIT C

VERIFICATION OF REQUIRED INSURANCE

OAKLEY
CALIFORNIA

DATE: June 10, 2025

Approved and Forwarded to the City Council

TO: Joshua McMurray, City Manager

FROM: Jose Cortez, Senior Planner

SUBJECT: City of Oakley Climate Action Plan 2025 – Adopt a Resolution Adopting the City of Oakley Climate Action Plan 2025

Summary

A Climate Action Plan (CAP) is a document that lays out a plan for how an agency will aim to reduce greenhouse gas (GHG) emissions, usually through decarbonization and greening efforts, and bolster infrastructural and community-wide resilience to the impacts of climate change. The City's project leads and its consultant partner, Cumming Group, have prepared the Climate Action Plan for adoption after a 14-month process that involved public workshops, a joint work session, and a public comment period on the draft CAP. The final document provides a roadmap to achieve the City's climate goals and to eliminate emissions from City operations by 2040 and to neutralize community-wide emissions by 2045.

Background and Analysis

The City of Oakley ("City") initiated the preparation of its Climate Action Plan on November 14, 2023, through City Council approval of the Request for Proposals and Qualifications ("RFP") for the purposes of securing planning consulting services to support the City in completing a Climate Action Plan (City Council Resolution 111-23). On March 26, 2024, the City of Oakley adopted Resolution 42-24 to formally develop a Climate Action Plan and engaged consultant Cumming Group to manage and execute this process.

The City of Oakley has engaged in a variety of past planning efforts to mitigate climate change impacts, including conducting prior greenhouse gas (GHG) inventories, addressing climate mitigation and adaptation topics in planning documents, and maintaining a variety of active climate mitigation and energy efficiency initiatives City-wide. The CAP will build upon the successes of prior efforts by establishing achievable goals for municipal and community-wide GHG reductions and climate adaptation in the City of Oakley. The CAP will align with the State of California's GHG emissions reduction targets to achieve carbon neutrality by 2045, which includes a 48% reduction in GHG emissions from 1990 levels by 2030. The CAP will further establish plans for community-wide climate and social resilience in the face of climate change, aligned with state-wide best practices and recommendations. In alignment with federal and state guidelines, as well as various City plans, the CAP best positions the City to access funding for future activity implementation outlined in the document.

The CAP aims to achieve carbon neutrality by outlining 14 overarching goals supported by 39 quantitative or time-bound targets and accompanying specific actions across four sustainability categories: Governance and Leadership, Buildings and Energy, Transportation and Land Use, and Adaptation and Resilience. This roadmap is intended to guide the CAP's implementation, identifying 113 specific actions that the City can take towards the CAP goals and targets with information about estimated cost and emissions impacts. The 113 actions provide the City with a menu of actions and flexibility in the implementation of the number of actions used.

Planning Process

PUBLIC ENGAGEMENT

As part of the development of the CAP, City Staff and Cumming Group held two public workshops, a joint work session between the City Council and Planning Commission, and provided a public comment period on the draft document. The two public workshops provided different approaches for the public's engagement. The first workshop held on November 18, 2024, focused on introducing the public to the concept of the CAP, the goals of the document, and receiving input on what the public wants to see as part of the document's adoption and implementation. The second workshop held on March 20, 2025, provided the public with a more focused approach where Cumming Group presented the CAP Goals and Targets and asked the public to participate in a Stoplight Poll. The poll allowed the public to provide feedback on the goals and targets that would be outlined in the CAP. The Cumming Group and Staff compiled the feedback from both workshops and implemented feedback throughout the document.

On January 28, 2025, the City of Oakley held a public Joint Work Session between the City Council and the Planning Commission with the goal of reporting out on the progress on the City of Oakley's CAP and review of the initial menu of goals, targets, and actions for the plan. The City Council and Planning Commission provided feedback on the four sustainability categories (Governance and Leadership, Buildings and Energy, Transportation and Land Use, and Adaptation and Resilience) presented by the Cumming Group and Staff.

PUBLIC COMMENT RECEIVED

The Public Draft Climate Action Plan was released for public comment on March 13, 2025, and closed on April 9, 2025. During the comment period, staff received approximately 85 different comments from participants of the second public workshop and comment letters via email. A Public Comment Register and a Summary of Feedback Addressed are included as attachments to this Staff Report.

IMPLEMENTATION, MONITORING, AND REPORTING

Implementation of the CAP includes a multifaceted approach. Once adopted, the CAP outlines a series of steps to guide the implementation process. The CAP suggests that the City will first convene decision-makers after adoption to review all actions within the CAP and prioritize based on select criteria to determine which items can be implemented in the short term (i.e., 0-2 years), medium term (i.e., 3-5 years), and long term (more than five years).

As items are prioritized, actions will be folded into budgetary and project planning, at which point the City will evaluate its capacity and determine where it can use existing resources to implement, as well as where it may need to secure external funding. The CAP further outlines the process for monitoring and reporting on its progress, inclusive of assigning responsibility to appropriate departments; establishing a Steering Committee to integrate CAP implementation into existing workflows; and routinely updating inventories, reporting progress on the CAP; and updating the CAP every five years.

PLANNING COMMISSION PUBLIC HEARING

On May 6, 2025, a public hearing on the CAP was held by the Planning Commission at their regularly scheduled meeting. City Staff presented the staff report and the consultant described the proposed CAP. No public comments were received on the item. After deliberations, the Oakley Planning Commission adopted a resolution (Reso No. 3-25) recommending the City Council adopt a resolution adopting the City of Oakley Climate Action Plan 2025.

California Environmental Quality Act (“CEQA”)

Pursuant to the California Environmental Quality Act (“CEQA”) Guidelines Section 15060(c), the Climate Action Plan is potentially considered a project under CEQA. Pursuant to CEQA Guidelines Section 15061(b)(3) the activity is covered by the “Common Sense” Exemption that excludes projects where “The activity is covered by the general rule that CEQA applies only to projects, which have the potential for causing a significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA.”

The Climate Action Plan does not propose any specific development projects, rather it establishes goals, quantitative or time-bound targets and accompanying specific actions across four sustainability categories.

Consistency with the Oakley Strategic Plan 27+

Work on the Climate Action Plan is consistent with the Strategic and Thoughtful Growth Objectives within Oakley's Strategic Plan 27+, as it furthers the City's efforts to encourage objective decision-making versus subjective decision-making for application approvals to meet Oakley's vision and economic goals. This is done by focusing on formal plans and study outcomes.

The Climate Action Plan aligns with the City of Oakley's Strategic Plan 27+ objectives, specifically the Strategic and Thoughtful Growth objective, by promoting environmental stewardship through goals related to energy efficiency, air quality, and greenhouse gas emissions. The Strategic Plan further recommends adoption and implementation of a Climate Action Plan by 2025 that meets the State's greenhouse gas reduction targets and supports the broader goals of the Oakley General Plan. The CAP supports the objectives and goals outlined in the Strategic Plan.

Fiscal Impact

The City had budgeted $100,000 for adoption of the CAP. The contract with Cumming Group was approved by the City Council on March 26, 2024, for an amount not to exceed $99,947.81. The contract amount is covered by appropriate funds under Consulting administered by the Planning Division in the General Fund. City Staff time and materials are covered as part of regular salaries under the General Fund.

There are no immediate financial obligations with the adoption of the CAP. However, additional funding would be required to be allocated and found for implementation of various action items within the CAP. When funding is necessary for implementation of an action, Staff will present financial considerations to the City Council at that time. It should be noted that Staff will also seek state and federal funding through grants and payment programs to aide in CAP activity implementation.

Staff Recommendation

Staff recommends the City Council adopt the proposed resolution adopting the City of Oakley Climate Action Plan 2025.

Attachments

1. Notice of Public Hearing
2. City of Oakley Climate Action Plan 2025
3. Public Comment Register
4. Summary of Feedback Addressed
5. Planning Commission Resolution No. 3-25
6. Proposed Resolution

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NOTICE OF PUBLIC HEARING

Notice is hereby given that on **June 10, 2025, at 6:30 p.m.**, or as soon thereafter as the matter may be heard, the City Council of the City of Oakley will hold a Public Hearing at the Council Chambers located at 3231 Main Street, Oakley, CA 94561 for the purpose of considering application as described below:

Project Name: City of Oakley Climate Action Plan (CAP) 2025

Project Location: Citywide

Applicant: City of Oakley, 3231 Main Street, Oakley, CA 94561

Request: City Council receive a presentation on the City of Oakley Climate Action Plan (CAP) 2025 for the purpose of receiving public comments and deciding on adoption of the Climate Action Plan. More information on the City of Oakley Climate Action Plan can be found at: https://www.oakleyca.gov/232/Environmental-Programs

How to Review: The Staff Report and its attachments will be available for public review, on or before **June 3, 2025,** at City Hall, 3231 Main Street, Oakley, CA 94561 or online at https://www.oakleyca.gov/129/Agendas-Minutes by navigating to the **June 10, 2025 City Council** agenda and clicking the project title link. (Note: City Hall is closed on the 1st and 3rd Fridays of each month). Interested persons are invited to submit written comments prior to and may testify at the public hearing. Written comments may be submitted to Jose Cortez, Senior Planner at the City of Oakley, 3231 Main Street, Oakley, CA 94561 or by email to **JCortez@ci.Oakley.ca.us**.

NOTICE IS ALSO GIVEN pursuant to Government Code Section 65009(b) that, if this matter is subsequently challenged in Court by you or others, you may be limited to raising only those issues you or someone else has raised at a Public Hearing described in this notice or in written correspondence delivered to the City of Oakley City Clerk at, or prior to, the Public Hearing.

OAKLEY
CALIFORNIA

Climate Action Plan

2025



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FOREWORD

To the residents of Oakley,



Climate change poses challenges to our city. As greenhouse gases and air pollutants are released, they contribute to changing environmental conditions that may impact our community. Since its incorporation in 1999, Oakley has grown into a strong and thriving city—one with great potential and much to preserve for future generations.



In our 5-Year Strategic Plan 2027+ (SP27+), we established a clear vision for Oakley's future, including responsible environmental management. As part of this effort, we present this Climate Action Plan, which outlines strategies to improve the sustainability of City operations by 2040, reduce community-wide emissions by 2045, and strengthen our ability to address environmental challenges. SP27+ identified key goals to support community and economic development, including the adoption of a climate action plan. Thanks to your input, we have taken this first step.

We appreciate the contributions of City staff, consultants, and—most importantly—the Oakley residents who helped shape this plan. This plan reflects the community's priorities and commitment to long-term sustainability. The work ahead will require careful planning and collaboration to implement the outlined strategies in a way that supports broader community initiatives and priorities.

Moving forward, we invite you to be part of this effort. Together, we can continue to foster a strong and resilient Oakley. We look forward to working alongside you to help ensure a stable and prosperous future for our city.

Shannon Shaw
Mayor

Joshua McMurray
City Manager

ACKNOWLEDGMENTS

Community Acknowledgments

First, we give our thanks to the Oakley residents who actively participated in the development of this *Climate Action Plan* and provide invaluable feedback throughout the process. We appreciated your participation in our public workshops and public comment period, and we look forward to a continued partnership as we implement this CAP.

City Acknowledgments

We give thanks to Oakley's elected officials and their offices who provided invaluable feedback throughout the development of this CAP.

City Council and City Manager

- Shannon Shaw
  Mayor (District 4)
- Hugh Henderson
  Vice Mayor (District 2)
- Aaron Meadows
  Councilmember (District 1)
- George Fuller
  Councilmember (District 5)
- Anissa Williams
  Councilmember (District 3)
- Joshua McMurray
  City Manager

Planning Commission

- Diego Verduzco
  Chair
- Leonard Price
  Vice Chair
- Oleksii Chuiko
  Commissioner
- Kerry Ann Harvey
  Commissioner
- Yared Oliveros
  Commissioner
- Jeanne Krieg
  Commissioner (through 2/28/2025)
- Jimmy Ramirez
  Commissioner (through 2/28/2025)

Project Team Acknowledgements

Finally, we thank our City staff and the consulting team who spearheaded the development of this CAP.

City Project Team

- Kenneth Strelo
  Community Development Director
- Jose Cortez
  Senior Planner
- Evan Gorman
  Associate Planner

Consultant Team

- Cumming Group
- Kimley-Horn



EXECUTIVE SUMMARY

About Oakley's Climate Action Plan

CLIMATE ACTION PLAN GOALS:

1. Achieve carbon neutrality for City operations by 2040
2. Achieve community-wide carbon neutrality by 2045

This Climate Action Plan (CAP) establishes progressive, achievable goals for municipal and community-wide greenhouse gas (GHG) reductions and climate adaptation in the City of Oakley. In particular, it establishes official goals for the City of Oakley to eliminate emissions from City operations by 2040 and to neutralize community-wide emissions by 2045, aligning with the State of California's GHG emissions reduction target to achieve carbon neutrality by 2045. The CAP further establishes plans for community-wide climate and social resilience in the face of climate change, aligned with best practices laid out by California's *Climate Adaptation and Planning Guide* and *Climate Adaptation Strategy*. Critical to the success and impact of these efforts is Oakley's emphasis on engaging community members in climate planning. The City is dedicated to ensuring that the CAP resonates with Oakley residents, reflects the City's vision for the future, and fosters a shared sense of responsibility around climate action.

This plan is the City of Oakley's roadmap to eliminate municipal and community-wide emissions, as well as to bolster infrastructural and community-wide resilience to the impacts of climate change. Consequently, the CAP has committed to 14 goals across four different categories of action: **Governance and Leadership**, **Buildings and Energy**, **Transportation and Land Use**, and **Adaptation and Resilience**. These are accompanied by quantitative or time-bound targets to help measure progress towards those goals.

Planning Process and Timeline

The City of Oakley developed the CAP over the course of approximately one year between spring 2024 and spring 2025, and included the following structural components:



- An existing conditions assessment, including an evaluation of Oakley's preexisting climate policies and initiatives, baseline greenhouse gas emissions inventories (municipal and community-wide), and a climate vulnerability and risk assessment;
- Community engagement, inclusive of two public workshops;
- A joint work session with the Oakley City Council and Planning Commission; and
- A public comment period on the draft CAP.

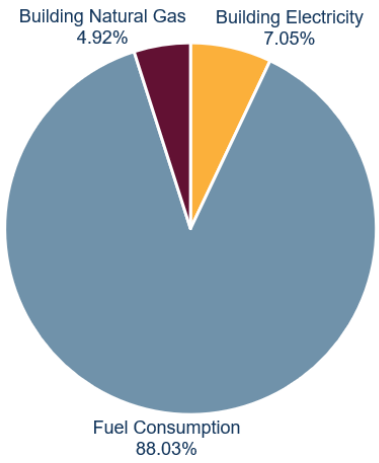
Greenhouse Gas Emissions

The City of Oakley prepared baseline inventories of municipal greenhouse gas (GHG) emissions and community-wide GHG emissions, using the baseline year of calendar year (CY) 2023 (see: "Chapter 2: Greenhouse Gas Emissions). The municipal inventory comprises emissions generated from municipal assets, operations, and activities, whereas the community-wide inventory comprises emissions from residential and commercial buildings and activities. Drawing on the baseline inventories, the City produced emissions forecasts for both municipal and community-wide emissions through 2050.

Municipal Greenhouse Gas Emissions

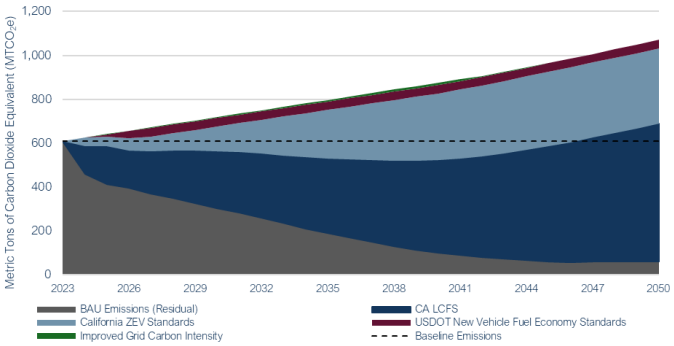
In 2023, the City of Oakley emitted 610 $MTCO_2e$ (metric tons of carbon dioxide equivalent), 92.9% of which can be attributed to Scope 1 (direct emissions from Oakley assets). Emissions from stationary combustion (i.e., natural gas use in buildings) accounted for nearly 5% of all emissions, whereas mobile combustion (i.e., City vehicles) accounted for just over 88%. Scope 2 emissions (indirect emissions from purchased electricity), all of which are attributed to procured electricity from Pacific Gas & Electric and MCE Clean Energy, totaled 43 $MTCO_2e$ and made up just over 7% of municipal emissions.

Figure E-1. Municipal Greenhouse Gas Emissions (2023)



To better understand the City's key pathways to reduce emissions over time, projections were prepared to show anticipated GHG emissions through 2050. In a **business-as-usual** (BAU) or 'do-nothing' scenario (i.e., only accounting for external factors not within Oakley's control and excluding regulatory impacts, such as population control), Oakley's municipal emissions would increase by 75.6% by 2050 (from 2023 levels). In a **business-as-planned** (BAP) scenario (i.e., accounting for existing actions and the impacts of state and federal regulations), municipal emissions would decline by 89.9% by 2050.

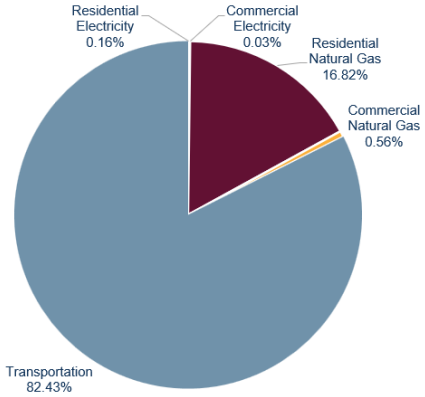
Figure E-2. Municipal Greenhouse Gas Emissions Projections through 2050



Community-wide Greenhouse Gas Emissions

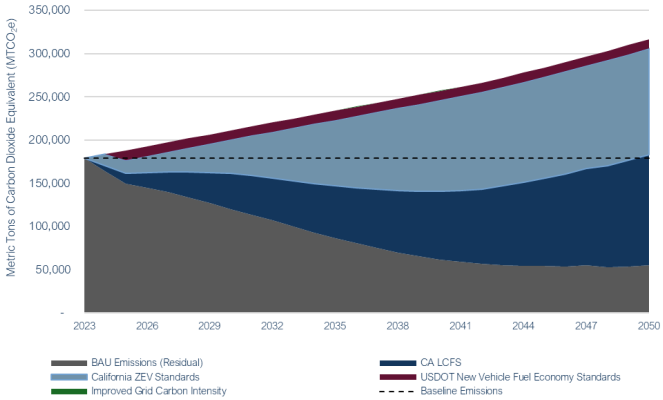
Community-wide emissions totaled 179,248 $MTCO_2e$ in 2023, nearly all of which fall under Scope 1 (>99%). Over 17% of emissions could be attributed to natural gas use in buildings across the residential and commercial sectors, whereas over 82% can be attributed to fuel combustion from vehicles moving within and across Oakley. Scope 2 emissions made up a non-significant share of emissions, totaling 0.19% of all community-wide emissions.

Figure E-3. 2023 Community-wide Greenhouse Gas Emissions



Without any action by the City or impact from regulations, community-wide emissions will increase by 76.7% by 2050 (from 2023 levels). However, accounting for the impact of the aforementioned regulations, we expect Oakley's emissions in a business-as-planned scenario to decline by 69.2% from the 2023 baseline by 2050.

Figure E-3. 2023 Community-wide Greenhouse Gas Projections through 2050



Climate Vulnerability and Risk Assessment

The City conducted a community-wide climate vulnerability and risk assessment (CVRA), the approach for which can be summarized by the following steps:

1. Identify and organize City assets under specific sectors.
2. Identify potential climate hazards per sector;
3. Pairing assets and hazards
4. Describe potential climate impacts, asset exposure, non-climate stressors, and climate impact consequences of each asset-hazard pair;
5. Identify priority climate hazards affecting the City; and
6. Review existing plans for preliminary adaptation strategies.

As part of the CVRA, the City's key assets were reviewed and identified to be either owned and operated by the City, quasi-public agencies, or private entities. Consequently, Oakley identified the following climate-related effects and hazards as applicable to Oakley:

1. changes in precipitation patterns and amounts;
2. increased risk of flooding;
3. higher temperatures;
4. sea level rise; and
5. increased risk of wildfires.

Per state guidance, a high emissions scenario was used to analyze potential climate hazards to the City. Each identified asset was then evaluated for its exposure or **sensitivity** to a given climate hazard, the **probability** of each hazard's occurrence, the asset's **adaptive capacity** (i.e., how adaptive the asset is to disturbances), and the **magnitude** of impact of a given hazard for that asset (e.g., significant functional and physical costs). The City also evaluated social vulnerability, accounting for demographic and socioeconomic characteristics across Oakley that may be disproportionately impacted by climate risks.

From the intermediary steps listed above, fifteen broad asset categories were identified and paired with priority hazards to determine probability, magnitude, and climate risk. These "asset-hazard pairs" were assessed and given a composite risk rating: "Take Action" or "Accept Risk." It is important to note that the outcome of "Take Action" or "Accept Risk" for the composite risk rating should not be understood as a "final" decision by the City, but rather a recommended next step for the City as it evaluates further action. These findings are shown in Chapter 4 and elaborated upon in the Appendix C and Appendix D.

Climate Action Roadmap

To reduce GHG emissions and enhance climate resilience in the City of Oakley, this plan identifies 14 overarching **goals** supported by 39 quantitative or time-bound **targets** and accompanying specific **actions** across four sustainability categories: Governance and Leadership, Buildings and Energy, Transportation and Land Use, and Adaptation and Resilience. This roadmap is intended to guide the CAP's implementation, identifying 113 specific actions that the City can take towards the CAP goals and targets with information about estimated cost and emissions impacts. The goals are summarized in the diagram below.

Governance and Leadership	
G-1	Implement carbon reduction and climate resilience practices across City operations and facilities
G-2	Bolster regional partnerships to identify and achieve shared climate goals
G-3	Develop outreach and communications strategies for climate action and adaptation efforts
G-4	Identify and secure funding for municipal climate efforts
Buildings and Energy	
B-1	Reduce overall energy demand through building electrification and other energy efficiency measures
B-2	Install and promote distributed energy resources (DERs) to provide local renewable energy and promote grid resilience
Transportation and Land Use	
T-1	Promote active and public mobility options across Oakley
T-2	Encourage the transition to electric vehicles (EVs) for vehicle trips that are unavoidable
T-3	Implement zoning and land use tools that promote transit-oriented development (TOD) and reduce vehicles miles traveled (VMT)
Adaptation and Resilience	
A-1	Improve city infrastructure and open spaces to withstand climate impacts (e.g., extreme heat, fires, floods)
A-2	Bolster community-wide emergency response networks and resource-sharing
A-3	Evaluate city infrastructure standards periodically to incorporate strategies for climate impacts (e.g., extreme weather, precipitation, sea level rise, high heat, wildfires)
A-4	Establish land use patterns that increase the resilience of the built environment, ecosystems, and communicates to climate impacts
A-5	Ensure agriculture adaptation resources are coordinated, funded and staffed to support farmers in making informed business decisions in a changing climate

Implementing this Climate Action Plan

To implement this Climate Action Plan, the City will first convene decision-makers after adoption to review all actions within the CAP and prioritize based on select criteria to determine which items can be implemented in the short term (i.e., 0-2 years), medium term (i.e., 3-5 years), and long term (more than five years). As items are prioritized, actions will be folded into budgetary and project planning, at which point the City will evaluate its capacity and determine where it can use existing resources to implement, as well as where it may need to secure external funding. The City also commits to monitoring and reporting on its progress, inclusive of assigning responsibility to appropriate departments; establishing a Steering Committee to integrate CAP implementation into existing workflows; and routinely updating inventories, reporting progress on the CAP; and updating the CAP every five years.



1 INTRODUCTION

1.1 About the City of Oakley

Situated along the Sacramento–San Joaquin River Delta (or "California Delta") in east Contra Costa County, just an hour outside of San Francisco and Sacramento, the City of Oakley is one of California's youngest incorporated cities. The land holds a deep agricultural history: its rolling hills, orchards, and vineyards recall its roots as a quiet farming town. Today, Oakley's verdant landscape is interspersed with residential neighborhoods, schools, landscaped parks, recreational opportunities, and business and commercial developments. Since its formal incorporation in 1999, the City has committed to maintaining its small-town character while simultaneously building a prosperous future for future generations. Critically, this includes planning for future climate change impacts.

The United Nations' International Panel on Climate Change (IPCC) has confirmed that human-caused climate change is affecting weather and climate extremes in every region across the globe.[1] This includes Contra Costa County, which will likely experience higher levels of extreme heat, poor air quality, sea level rise, drought, storm severity, and flood events due to climate change.[2] In order to effectively plan for the future, Oakley must plan for climate change impacts. In doing so, Oakley can not only reduce its emissions and enhance climate resilience but foster increased economic opportunity and improved public health outcomes for generations to come.

According to the International Panel on Climate Change (IPCC), human-caused climate change is affecting weather and climate extremes in every region across the globe.

1.2 Past Climate Efforts

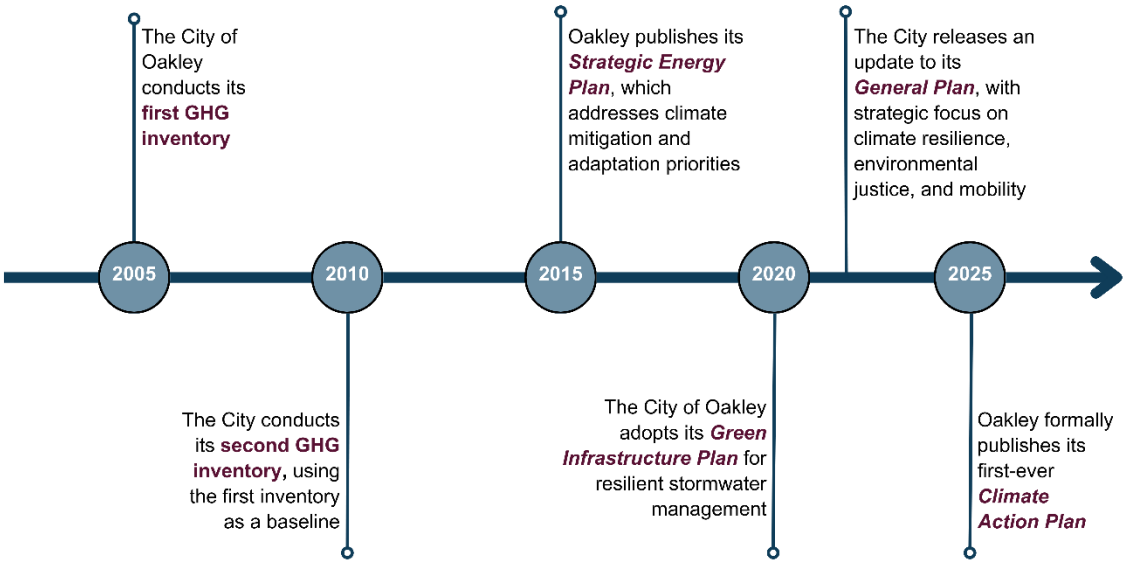
The City of Oakley has engaged in a variety of prior planning efforts to account for climate change. The City conducted its first GHG inventories in 2005 and 2010. It addressed climate mitigation and adaptation activities through its 2015 *Strategic Energy Plan* and 2020 *Green Infrastructure Plan*. Oakley adopted an update to the Oakley *General Plan* in 2022, with a strategic focus on environmental justice, mobility, and climate resilience. Its five-year *Strategic Plan 2027+* (*SP27+*), also adopted in 2022, established responsible environmental stewardship and thoughtful economic growth as key priorities for the City's future. Oakley

[1] IPCC, 2023: Summary for Policymakers. In: Climate Change 2023: Synthesis Report. Contribution of Working Groups I, II and III to the Sixth Assessment Report of the Intergovernmental Panel on Climate Change [Core Writing Team, H. Lee and J. Romero (eds.)]. IPCC, Geneva, Switzerland, pp. 1-34, doi: 10.59327/IPCC/AR6-9789291691647.001

[2] Contra Costa County. "Climate Action Plan." December 2025.

maintains a variety of climate mitigation and energy efficiency programs and initiatives, focusing on strategies to reduce waste, implement energy efficient design standards, and expand renewable energy opportunities. In 2024, the City Council adopted a resolution to formally develop a *Climate Action Plan* (CAP). Oakley is committed to integrating and building upon these previous climate initiatives and successes through this Plan.

Figure 1. Timeline of Oakley's actions to address climate change



1.3 About this Climate Action Plan

This CAP establishes achievable goals for municipal and community-wide greenhouse gas (GHG) reductions and climate adaptation in the City of Oakley. In particular, it establishes official goals for the City of Oakley to eliminate emissions from City operations by 2040 and to neutralize community-wide emissions by 2045, aligning with the State of California's GHG emissions reduction target to achieve carbon neutrality by 2045.[3] The CAP further establishes plans for community-wide climate and social resilience in the face of climate change, aligned with best practices laid out by California's *Climate Adaptation and Planning Guide* and *Climate*

CLIMATE ACTION PLAN GOALS:

1. Achieve carbon neutrality for City operations by 2040
2. Achieve community-wide carbon neutrality by 2045

[3] California Air Resources Board. "2022 Scoping Plan Documents." n.d.

Adaptation Strategy. Critical to the success and impact of these efforts is Oakley's emphasis on engaging community members in climate planning. The City is dedicated to ensuring that the CAP resonates with Oakley residents, reflect the City's vision for the future, and foster a shared sense of responsibility around climate action.

This plan is the City of Oakley's roadmap to eliminate municipal and community-wide emissions, as well as to bolster infrastructural and community-wide resilience to the impacts of climate change. Consequently, the CAP has committed to 14 goals across four different categories of action: **Governance and Leadership**, **Buildings and Energy**, **Transportation and Land Use**, and **Adaptation and Resilience**. These are accompanied by 39 quantitative or time-bound targets to help measure progress towards those goals.

This Plan also provides a roadmap to implementation, identifying 113 specific actions that the City can take towards the CAP goals and targets with information about estimated cost and emissions impacts. This information serves as a guide for Oakley's City Council, Planning Commission, and Staff to prioritize strategies with a mind toward those that create the greatest impact at the lowest cost to the City. This roadmap is accompanied by the City's commitments to monitor, evaluate, and report on its progress. All goals, targets, and actions within this plan have been informed by City decision-makers and staff, and most importantly by community members.

1.3.1 Planning Process and Timeline

The City of Oakley developed the CAP over the course of approximately one year between spring 2024 and spring 2025. The City began by conducting an existing conditions assessment that evaluated Oakley's preexisting climate policies and initiatives in comparison to statewide goals and best practices. This assessment phase included extensive research into Oakley's existing programs, code and ordinances, technical resources, community engagement activities, and other projects that were relevant to the CAP. This phase also included review of relevant planning and guidance documents from Contra Costa County, the Association of Bay Area Governments (ABAG), peer municipality best practices, and relevant policies and programs on local, regional, state, and federal levels.



The City next conducted a GHG emissions inventory in accordance with internationally recognized standards and guidance, in collaboration with relevant City Departments and entities (see "Chapter 2: Greenhouse Gas Emissions"). The City prepared resulting emissions projections through 2050, showing how GHG emissions in Oakley would change if the City did nothing versus if the City acted with reduction measures. The City also developed a climate vulnerability and risk assessment to analyze the risks that Oakley's infrastructure, functions, and population are likely to face as climate impacts become more pronounced in coming years (see "Chapter 3: Climate Risk Reduction"). The City assessed the adaptive capacity of various resources to projected environmental stressors, with particular focus on identifying community members most susceptible to climate impacts, such as children, seniors, low-income residents, and people with disabilities.

In November 2024 and March 2025, the City conducted public workshops to ensure CAP strategies and goals meaningfully reflect community member priorities (see "Section 1.3.2: Community and Stakeholder Engagement"). Based on the results of all prior research efforts and activities, the CAP was formally drafted through a collaborative effort with a diverse cohort of cross-department and community stakeholders. The initial draft was posted for public comment in March 2025. The City integrated feedback from the public into a final plan, which was approved by the Oakley Planning Commission and Oakley City Council in May 2025.

1.3.2 Community and Stakeholder Engagement

Community engagement activities play a key role in ensuring community priorities and feedback are meaningfully reflected in the City's climate planning efforts. To this end, Oakley held two in-person workshops to raise awareness about the CAP and integrate community goals. First, the City held a visioning workshop in November that focused on brainstorming and outlining community priorities to be integrated into the forthcoming CAP. Second, the City held a strategizing workshop in March that focused on reviewing the draft plan and ensuring that community members have the opportunity to provide comments and feedback on the complete draft. These activities directly shaped the goals, targets, and actions laid out in this CAP.

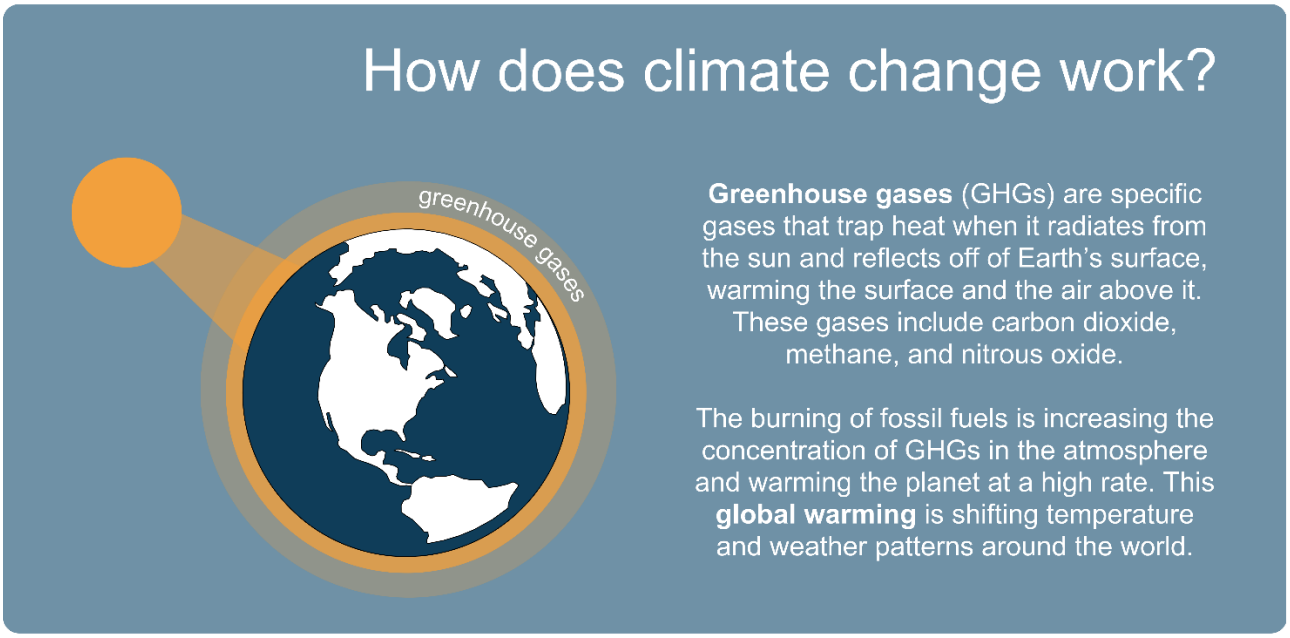
Figure 2. Oakley CAP Community Engagement Process



2 GREENHOUSE GAS EMISSIONS

2.1 Background

The City of Oakley prepared baseline inventories of municipal greenhouse gas (GHG) emissions and community-wide GHG emissions, using the baseline year of calendar year (CY) 2023. The municipal inventory comprises emissions generated from municipal assets, operations, and activities, whereas the community-wide inventory comprises emissions from residential and commercial buildings and activities. Drawing on the baseline inventories, the City produced emissions forecasts for both municipal and community-wide emissions through 2050. The findings from the inventories and scenario projections were ultimately used to help develop the goals, targets, and actions in this CAP (see: "Chapter 4: Climate Action Roadmap.")



2.2 Municipal Greenhouse Gas Emissions

2.2.1 Scope and Boundary

The municipal GHG emissions inventory includes Scope 1 emissions, which include emissions directly produced by Oakley's buildings and vehicles, and Scope 2 emissions, which are indirect emissions from purchased electricity. In the case of City operations, Scope 1 emissions included stationary combustion (i.e., natural gas use in municipal buildings) and mobile combustion (i.e., fuel used by City-owned vehicles). The municipal GHG inventory does not include any Scope 3 emissions, which would include other indirect

emissions from upstream or downstream activities (e.g., waste, employee commuting, business travel, etc.). The municipal inventory is limited to emissions City-owned assets and activities within CY 2023.[4] Emissions are measured and listed in metric tons of carbon dioxide equivalent ($MTCO_2e$).

2.2.2 Municipal Emissions Inventory

In 2023, the City of Oakley emitted 610 $MTCO_2e$, 92.9% of which can be attributed to Scope 1 (or direct emissions). Emissions from stationary combustion (i.e., natural gas use in buildings) accounted for nearly 5% of all emissions, whereas mobile combustion (i.e., City vehicles) accounted for just over 88%. Scope 2 emissions, all of which are attributed to procured electricity from Pacific Gas & Electric and MCE Clean Energy, totaled 43 $MTCO_2e$ and made up just over 7% of municipal emissions. The majority of the City's electric accounts are enrolled in MCE Clean Energy, which provides electricity at a significantly lower carbon intensity. Emissions are summarized in Table 1 and in Figure 3.

Figure 3. Municipal Greenhouse Gas Emissions by Source (CY 2023)

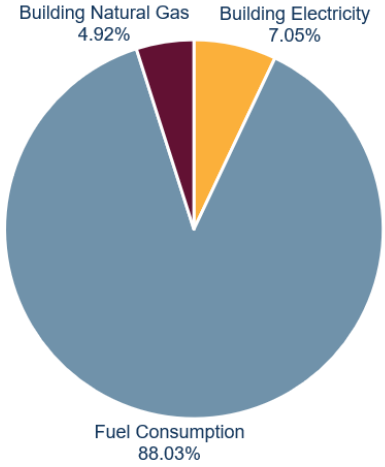


Table 1. Municipal Greenhouse Gas Emissions (CY 2023)

Emissions Scope/Category	Emissions ($MTCO_2e$)	Percentage (%)
Emissions Scope/Category	**610**	**100.00%**
Scope 1 (Direct Emissions)	**567**	**92.90%**
Stationary Combustion (Facilities)	30	4.89%
Mobile Combustion (Fleet)	537	88.01%
Scope 2 (Indirect Emissions)	**43**	**7.10%**
Pacific Gas & Electric (PG&E)	1	0.15%
MCE Clean Energy	42	6.95%

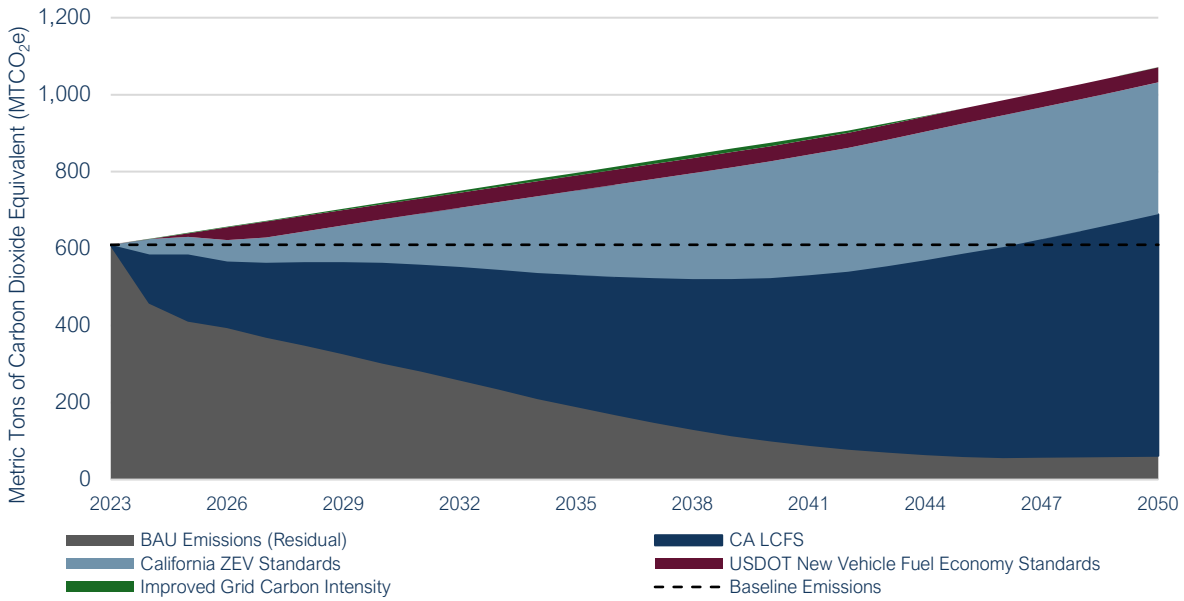
[4] The methodology for the development of the municipal emissions inventory is described in detail in Appendix B.

2.2.3 Municipal Emissions Projections

To better understand the City's key pathways to reduce emissions over time, projections were prepared to show anticipated GHG emissions through 2050. As shown in Figure 4, the black dotted line shows baseline emissions (CY 2023). If one were to follow the top of the stacked area chart as a line, that total indicates Oakley's municipal emissions in a **business-as-usual** (BAU) or 'do-nothing' scenario. Specifically, that scenario shows how Oakley's municipal emissions portfolio would change if all that were accounted for were external factors not under Oakley's control and if we ignored the impacts of regulatory action. In this case, the key driver of emissions growth would solely be population growth,[5] and it would lead to an increase in overall municipal emissions by 75.6% by 2050 (from 2023 levels).

Figure 4 also shows a **business-as-planned** (BAP) scenario, indicating the impact of pertinent state and federal regulations as well as any existing City initiatives to reduce its municipal emissions. In particular, it accounts for anticipated emissions reductions from the California Low Carbon Fuel Standard (LCFS), U.S. Department of Transportation (USDOT) New Vehicle Fuel Economy Standards, California Zero Emissions Vehicle (ZEV) Standards, and improvements to grid carbon intensity per the California Renewable Portfolio Standard (i.e., 100% carbon-free electricity by 2045). If one were to follow the top of the dark grey wedge at the bottom of the chart, it shows that the impact of these regulations are actually expected to reduce Oakley's municipal emissions by 89.9% despite anticipated growth.

Figure 4. Oakley Municipal Greenhouse Gas Emissions Projections through 2050



[5] Population growth, as accounted for in this model, is derived from Oakley's population growth projections as included in our 2022 Focus General Plan Update. Similar levels of growth are assumed to continue from 2043 through 2050.

2.3 Community-wide Greenhouse Gas Emissions

2.3.1 Scope and Boundary

Oakley's community-wide greenhouse gas emissions inventory accounts for all emissions within the geographic boundary of the City of Oakley, including emissions from the residential, commercial, and transportation sectors.[6] These emissions exclude those attributed to City-owned assets, operations, or activities. As with municipal emissions, these include emissions that would be classified under Scope 1 (direct emissions) and Scope 2 (indirect emissions from purchased electricity), but do not include any emissions that would be classified under Scope 3 (indirect emissions from upstream and downstream activities within the City's value chain).

2.3.2 Community-wide Emissions Inventory

Community-wide emissions totaled 179,248 $MTCO_2e$ in 2023, nearly all of which fall under Scope 1 (>99%). Over 17% of emissions could be attributed to natural gas use in buildings across the residential and commercial sectors, whereas over 82% can be attributed to fuel combustion from vehicles moving within and across Oakley. Scope 2 emissions made up a non-significant share of emissions, totaling 0.19% of all community-wide emissions. This is because the majority of residential and commercial electric accounts within the City are enrolled under an MCE Clean Energy rate option that provides them electricity at a lower carbon intensity. Emissions are summarized in Table 2 and Figure 5.

Table 2. Community-wide Greenhouse Gas Emissions (CY 2023)

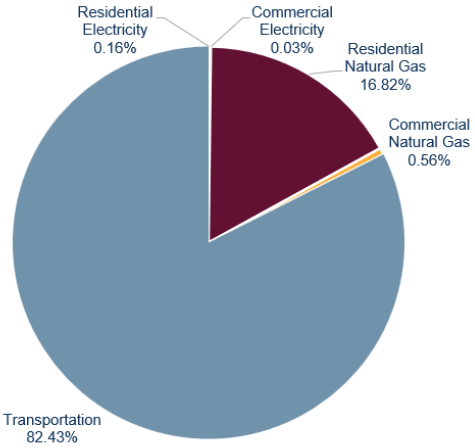
Emissions Scope/Category	Emissions ($MTCO_2e$)	Percentage (%)
Emissions Scope/Category	**179,248**	**100.00%**
Scope 1 (Direct Emissions)	**178,901**	**99.81%**
Residential (Buildings)	30,215	16.86%
Commercial (Buildings)	998	0.56%
Transportation (Vehicles)	147,668	82.39%
Scope 2 (Indirect Emissions)	**347**	**0.19%**
Residential	295	0.16%
Commercial	52	0.03%

[6] Other sectors were not included either because no such data was available or because no emissions could be attributed to that sector within the City boundary. This also does not include emissions tied to other agencies that service Oakley, such as Diablo Water District or nearby transit agencies.

2.3.3 Community-wide Emissions Projections

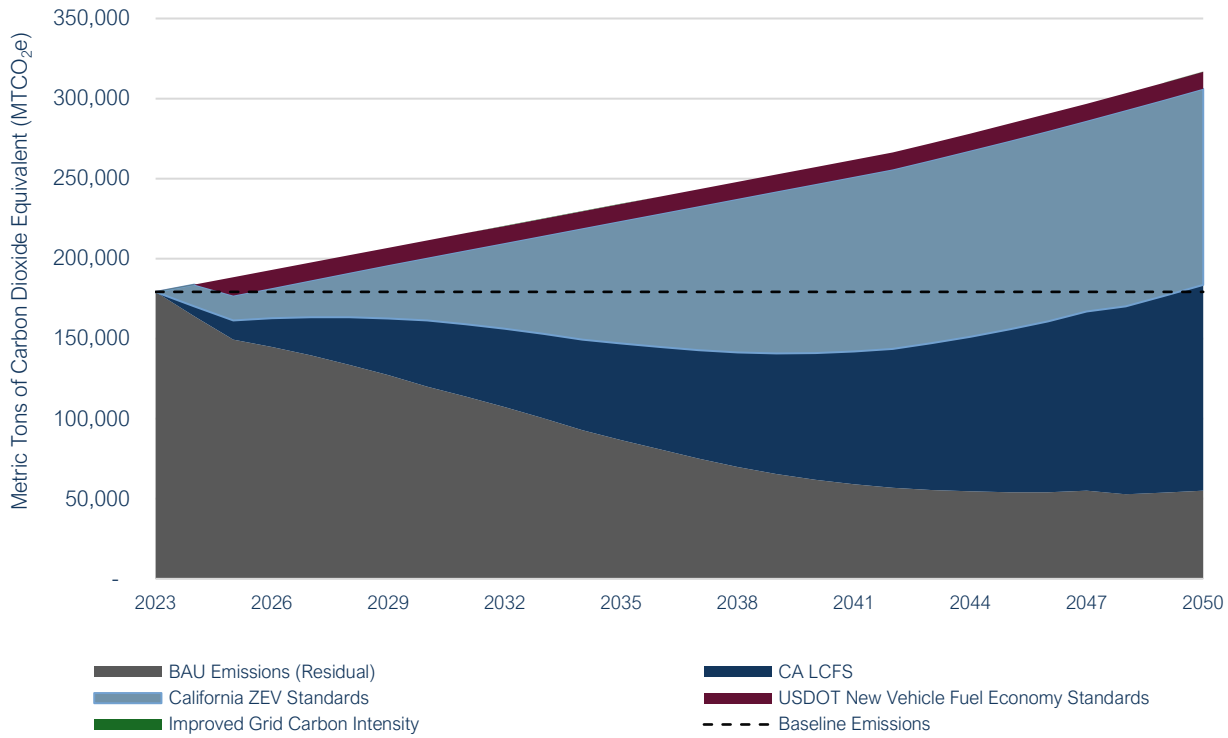
As with municipal emissions, community-wide emissions were projected through 2050. As shown in Figure 6, the dotted line again shows baseline emissions (CY 2023), and the top line of the chart indicated community-wide emissions in a business-as-usual scenario. As with municipal emissions, the primary driver of emissions through 2050 is population growth in Oakley, which without any action by the City or impact from regulations would lead to a 76.7% increase in emissions by 2050 (from 2023 levels).

Figure 5. Community-wide Greenhouse Gas Emissions by Source (CY 2023)



However, accounting for the impact of the aforementioned regulations, we expect Oakley's emissions in a business-as-planned scenario to decline by 69.2% from the 2023 baseline by 2050.

Figure 6. Oakley Community-wide Greenhouse Gas Emissions Projections through 2050



3 CLIMATE VULNERABILITY AND RISK

3.1 Background

Climate change is a global issue that impacts communities in various ways. To address a changing climate, many states have enacted legislation targeted at reducing greenhouse gas emissions and focusing on climate resilient infrastructure. Consequently, cities and counties need to create, view, and update CAPs. A CAP should reflect the latest greenhouse gas emissions forecasts and relevant climate adaptation and resilience strategies. In addition, a CAP should include goals, policies, and objectives based on a climate vulnerability and risk assessment (CVRA). As described in detail in the California Air Resources Board *2022 Scoping Plan*, a CVRA serves as a fundamental foundation for a CAP.[7] For Oakley, this analysis provides a basis for the goals, targets, and actions identified in our Climate Action Roadmap (Chapter 4).

3.2 Approach

Based on guidance from the California Governor's Office of Emergency Services (Cal OES) California Adaptation Planning Guide[8] and the Southern California Climate Adaptation Planning Guide,[9] the City applied the following five steps as required to assess community-wide vulnerability to the effects of climate change:[10]

1. **Exposure** – Identify the climate change effects a community will experience.
2. **Sensitivity** – Identify the key community structures, functions, and populations that are potentially susceptible to each climate change exposure.
3. **Potential Impacts** – Analyze how climate change exposure will affect the community structures, functions, and populations (impacts). Adjust the impact assessment to account for uncertainty, timing, and adaptive capacity.
4. **Adaptive Capacity** – Evaluate the community's current ability to address the projected impacts.
5. **Vulnerability Scoring** – Determine and rank potential impacts and adaptive capacity.

[7] California Air Resources Board (CARB), 2022 Scoping Plan for Achieving Carbon Neutrality. Available at https://ww2.arb.ca.gov/our-work/programs/ab-32-climate-change-scoping-plan/2022-scoping-plan-documents.
[8] Governor's Office of Emergency Services, California Adaptation Planning Guide, June 2020 Final Draft. Available at https://www.caloes.ca.gov/wp-content/uploads/Hazard-Mitigation/Documents/CA-Adaptation-Planning-Guide-FINAL-June-2020-Accessible.pdf. Accessed July 29, 2024.
[9] Association of Bay Area Governments (ABAG), Regional Resilience Toolkit, 2019. Available at https://abag.ca.gov/sites/default/files/regional_resilience_toolkit_0.pdf. Accessed July 29, 2024.
[10] These five steps and data for this CVA are further described in Appendix C: City of Oakley Vulnerability Assessment.

From those steps, the City undertook the following intermediary steps to complete the analysis and formulate the adaptation and resilience strategies included in the CAP:

1. Identify and organize City assets under specific sectors;
2. Identify potential climate hazards per sector;
3. Pairing assets and hazards;
4. Describe potential climate impacts, asset exposure, non-climate stressors, and climate impact consequences of each asset-hazard pair;
5. Identify priority climate hazards affecting the City; and
6. Review existing plans for preliminary adaptation strategies.

3.2.1 Assets and Hazards

As part of the CVRA, the City's key assets were reviewed and identified to be either owned and operated by the City, quasi-public agencies, or private entities. According to the 2023 Department of Energy (DOE) Guidance, assets are defined as community groups, places, natural resources, infrastructure, and service that the community finds valuable and wants to protect against climate-exacerbated hazardous events. Assets include but are not necessarily limited to administrative buildings, historic sites, transportation infrastructure, and facilities that are owned and managed by the City.

Because climate change effects may vary depending on a community's geography, density of urban development, and existing environmental factors, only select primary and secondary hazards were selected as potentially applicable to Oakley (see Table 3).[11]



[11] Each of these hazards are discussed in detail in Appendix C with the goal of characterizing the community's exposure and projected climate hazards.

Table 3. Climate-Related Effects and Hazards Potentially Applicable to Oakley

Primary Hazard	Secondary Hazard
Air Quality	Public health effects
Changed temperature and/or precipitation patterns	Drought, wildfire
Flooding	Flooding, erosion, mud or landslides; Dam and levee failure
Sea Level Rise	Storm surge, flooding, groundwater intrusion
Severe storms and extreme weather	Intense rainstorms, severe wind, flooding, lighting, hail
Temperature changes – warming	Extreme heat/heat waves
Wildfire	Erosion, landslides

3.2.2 Emissions Scenarios

The likelihood, timing, and severity of primary and secondary hazards impacting the City are projected based on the trajectory of greenhouse gas concentrations in the Earth's atmosphere, known as Representative Concentration Pathways (RCPs). RCPs combine historical data with estimates of GHG concentrations through 2100, based on various human behavior scenarios. These pathways outline different potential climate futures, depending on GHG emission levels in the coming years. In its latest assessment, the Intergovernmental Panel on Climate Change (IPCC) adopted several RCPs and focused on three key pathways representing a range of possible outcomes:

1. **A low-emissions scenario (RCP-2.6)** – this represents an aggressive emissions reduction scenario that assumes global greenhouse gas emissions will be significantly curtailed. RCP-2.6 most closely corresponds to the aspirational goals of the United Nations Framework Convention on Climate Change 2015 Paris Agreement.
2. **A medium-emissions scenario (RCP-4.5)** – this represents a mitigation scenario where global greenhouse gas emissions peak by 2040 and then decrease for the rest of the century.
3. **A high-emissions scenario (RCP-8.5)** – this represents a "business-as-usual" scenario where global greenhouse gas emissions continue to rise throughout the 21st century.

Both the RCP-2.6 and RCP-4.5 scenarios depend on substantive changes in the current set of world-wide policies, regulations, and behaviors. Therefore, they are considered unlikely and may not be useful for this climate vulnerability and risk assessment. Per guidance from the California Office of Land Use and Climate

Innovation (formerly known as the Office of Planning and Research), the RCP-8.5 scenario (high emissions) was used to analyze potential climate hazards to the City.[12]

Each identified asset was then evaluated for its exposure or **sensitivity** to a given climate hazard, the **probability** of each hazard's occurrence, the asset's **adaptive capacity** (i.e., how adaptive the asset is to disturbances), and the **magnitude** of impact of a given hazard for that asset (e.g., significant functional and physical costs).

3.2.3 Social Vulnerability

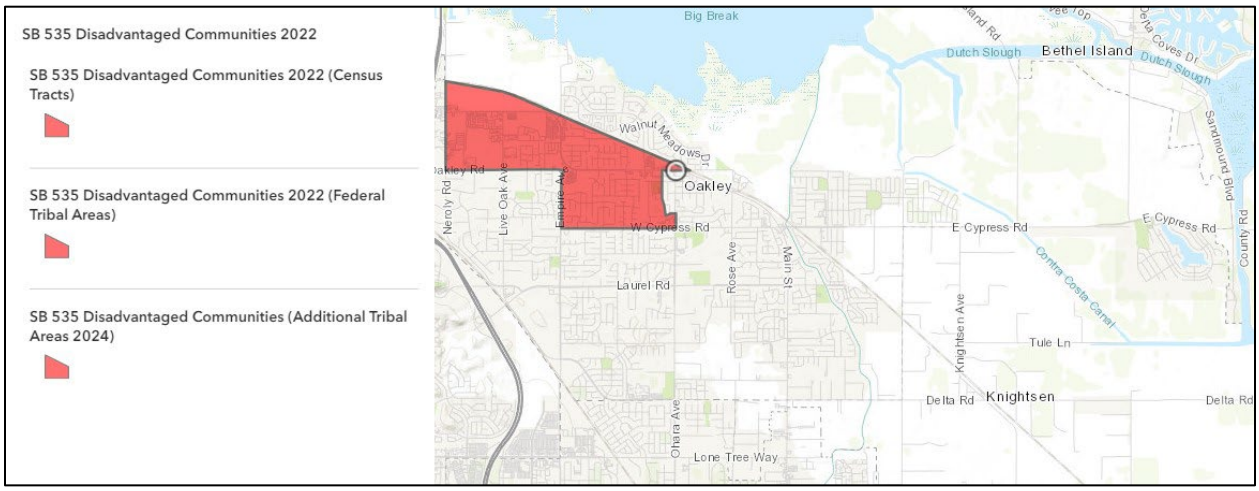
Demographic and socioeconomic characteristics of the City that are disproportionately impacted by climate change risks include but are not limited to communities that are low-income, non-white, and disabled. For example, these populations may live in geographic areas that are sited next to major roadways and thus be disproportionately exposed to pollution from vehicles caused by industry and commerce. These populations may also be particularly exposed to extreme heat, which can have a compounding effect with air pollution. The California Environmental Protection Agency (CalEPA) identifies these areas as "disadvantaged communities" (DAC) and utilizes funding provided by SB 535 (De Leon, 2012) and AB 1550 (Gomez, 2016) to invest in planning and infrastructure upgrades.

Vulnerable Populations

Oakley's population comprises mainly young children and young adults with the largest racial and ethnic group identified as Non-Hispanic White; however, Hispanic or Latinx and other non-Hispanic race groups are the fastest growing racial groups and make up more than half the City's population.[13] The City contains a census tract that is identified as a disadvantaged community (see Figure 7). The census tract is generally located in northwest Oakley and is adjacent to a former chemical plant that is currently operated as an industrial logistics center located east of Bridgehead Road and north of the railway. Within the census tract, there are also hazardous materials facilities such as metal scrap yards and auto repair shops.[14]

[12] The details to this analysis are further described in Appendix C.
[13] 2023-2031 Oakley Housing Element, Chapter 2
[14] 2024 County Local Hazard Mitigation Plan, City of Oakley Annex

Figure 7. SB 535 Disadvantaged Communities in Oakley



In addition to the measure of social vulnerability discussed above, there are two other methods of social vulnerability measurement: Costs to consumer and the California Healthy Places Index (HPI). Costs to the consumer is identified through the California Air Resources Board (CARB) climate vulnerability metric (CVM) to provide a perspective of assessing climate change impacts at the census tract level. Based on the CVM, the City is anticipated to experience an annual impact on human welfare equivalent to roughly one percent of tract-level income by mid-century. [15] This indicates projections such as: flood-related property damage costs to increase, electricity consumption to remain stable, and natural gas consumption to decrease. Similarly, the California HPI measures social vulnerability by a percentile ranking based on a jurisdiction's community conditions. The conditions include education, job opportunities, access to clean air and water, access to transportation options and healthcare, dignified housing, and other attributes as indicators of a healthy community. The City is identified to have 67.3% healthier conditions compared to other jurisdictions in California; however, it is lower than the Contra Costa County (County) average (91.1 percentile); thus, indicating significant disparities may be present among jurisdictions within the County.

[15] CARB Climate Vulnerability Metric. 2022.

3.3 Findings

3.3.1 Climate Hazards

The long-term climate effects predicted to be experienced by the City include:

1. changes in precipitation patterns;
2. increased risk of flooding;
3. higher temperatures;
4. sea level rise; and
5. increased risk of wildfires.

Climate change effects

In the coming years, Oakley will likely experience **changes in precipitation patterns, increased flooding and wildfire risk, higher temperatures, and sea level rise** as a result of climate change.

For instance, local annual levels of precipitation in the City are not anticipated to change drastically; however, there may be slight increases towards the end of the century. Temperature changes in the City are projected to change in terms of extreme heat days, which in turn can exacerbate and expand wildfire risks. Although annual precipitation in the City is not projected to be influenced much by future climate change, the pattern of precipitation is predicted to change. Storms with higher rain intensities and a shorter wet season may lead to increased urban and riverine flooding accompanying future storm events. In addition, rising sea levels may compound the impacts of high precipitation events, may lead to coastal flooding during storm surge, and is predicted to contribute to inland flooding by increasing groundwater levels.

3.3.2 Asset Vulnerability and Risk

From the intermediary steps listed above, fifteen broad asset categories were identified and paired with priority hazards to determine probability, magnitude, and climate risk. These "asset-hazard pairs" were assessed according to low, medium, and high definitions to reach a composite risk rating.[16] It is important to note that the outcome of "Take Action" or "Accept Risk" for the composite risk rating should not be understood as a "final" decision by the City, but rather a recommended next step for the City as it evaluates further action. Drawing on Table 4, asset-hazard pairs identified to have a "Take Action" result were evaluated for anticipated future actions, which included:

- Recommendation for future study;
- Coordination with other agencies;
- Plan for inclusion in future capital investment programs (CIPs); and
- Create/modify policy, goal, or ordinance(s).

[16] The low, medium, and high definitions for sensitivity, adaptative capacity, probability and magnitude are summarized in Appendix D.

Table 4. Asset Vulnerability and Climate Hazard Risks

Asset(s)	Precipitation	Flooding	Severe Storms and Extreme Weather	Temperature Changes – Warming	Wildfire	Sea Level Rise
Farmland and Vineyards	Take Action	Accept Risk	Accept Risk	Take Action	Accept Risk	Accept Risk
Legless Lizard Preserve	Accept Risk	Accept Risk	Accept Risk	Take Action	Accept Risk	Accept Risk
Big Break and Driftwood Marina	Accept Risk	Accept Risk	Accept Risk	Accept Risk	Accept Risk	Take Action
Detention Basins	Accept Risk	Accept Risk	Accept Risk	Take Action	Accept Risk	Accept Risk
Randall-Bold Water Treatment Plant	Accept Risk	Accept Risk	Accept Risk	Take Action	Accept Risk	Accept Risk
Levees	Take Action	Take Action	Take Action	Take Action	Accept Risk	Accept Risk
Educational Facilities	Take Action	Accept Risk	Accept Risk	Accept Risk	Accept Risk	Accept Risk
Utilities	Take Action	Accept Risk	Accept Risk	Accept Risk	Accept Risk	Accept Risk
Residential	Take Action	Take Action	Accept Risk	Take Action	Accept Risk	Take Action
Commercial Designations	Take Action	Take Action	Take Action	Take Action	Accept Risk	Accept Risk
Hospitals, clinics, medical centers, etc.	Accept Risk	Accept Risk	Accept Risk	Take Action	Accept Risk	Accept Risk
Highway bridges, road pass, rail, bike lanes	Take Action	Take Action	Accept Risk	Take Action	Accept Risk	Take Action
Ironhouse Sanitary District	Take Action	Take Action	Accept Risk	Accept Risk	Accept Risk	Accept Risk
Solid waste/recycling and hazardous materials services	Take Action	Accept Risk	Accept Risk	Accept Risk	Accept Risk	Accept Risk
Downtown Oakley	Take Action	Take Action	Take Action	Take Action	Accept Risk	Accept Risk

4 CLIMATE ACTION ROADMAP

4.1 Overview

To reduce GHG emissions and enhance climate resilience in the City of Oakley, this plan identifies 14 overarching **goals** supported by 39 quantitative or time-bound **targets** and accompanying specific **actions** across four sustainability categories: Governance and Leadership, Buildings and Energy, Transportation and Land Use, and Adaptation and Resilience. This roadmap is intended to guide the CAP's implementation, identifying 113 specific actions that the City can take towards the CAP goals and targets with information about estimated cost and emissions impacts.

4.2 How to Read this Roadmap

All goals and targets are organized numerically, with the targets folding underneath each goal and individual actions folding underneath each target. Each action is accompanied by additional supporting information that is included to help guide Oakley as it prioritizes CAP implementation efforts. This supporting information includes:

- A **scope**, municipal or community-wide, which refers to the intended target area and reach for that particular action

- **Rough order of magnitude (ROM) cost**, defined as:
  - $ = $0–$100,000
  - $$ = $100,001–$500,000
  - $$$ = $500,001–$1,000,000
  - $$$$ = > $1,000,000
  - FTE (Full-time Employee) = Estimated staff time required by existing employee(s)

- **ROM emissions reduction**, defined as:
  - = Very low emissions reduction potential
  - = Low emissions reduction potential
  - = Moderate emissions reduction potential
  - = High emissions reduction potential
  - = Very high emissions reduction potential

4.3 Governance and Leadership

To successfully implement this CAP, the City must weave climate action into its governance. This includes embedding carbon reduction and resilience practices across City facilities and operations, pursuing strong, long-lasting regional partnerships to achieve collective climate goals, establishing communications and outreach strategies for climate efforts, and identifying and securing funding opportunities to support these activities.

Goal G-1 Implement carbon reduction and climate resilience practices across City operations and facilities					
Target No.	Target	Actions	Scope	ROM Cost	Emissions Reduction
G-1.1	Formalize climate and sustainability priorities and metrics in city budgeting, management, and other operations processes by 2028	Develop sustainability goals priorities for each department and incorporate into performance objectives, annual reviews, and budgeting	Municipal	0.5 FTE	
		Issue biennial progress reports on CAP implementation and update the CAP every five (5) years	Municipal	0.5 FTE	
G-1.2	Mobilize and provide resources to staff to oversee CAP implementation and sustainability initiatives by 2026	Formulate a Climate Action Steering Committee or Working Group with a dedicated team of key departmental leads responsible for overseeing the implementation of CAP and adjacent sustainability programs and policies	Municipal	3-4 FTE	

Goal G-2
Bolster regional partnerships to identify and achieve shared climate goals

Target No.	Target	Actions	Scope	ROM Cost	Emissions Reduction
G-2.1	Establish formal collaborations with neighboring jurisdictions to adopt coordinated climate-adapted mitigation and resilience strategies by 2030	Assemble a Sustainability or Climate Action Advisory comprising key stakeholders in Oakley and nearby jurisdictions to identify and work toward shared priorities	Municipal + Community-wide	1 FTE	
		Develop key regional metrics and evaluate progress toward achieving these metrics on an ongoing basis	Municipal + Community-wide	1 FTE	
G-2.2	Develop guidelines for effective engagement and collaboration with Community-based Organizations (CBOs) regarding climate and sustainability initiatives by 2028	Identify and collaborate with key CBO partners, such as Sustainable Contra Costa, to develop and publish working guidelines for CBO engagement and collaboration on climate initiatives	Municipal + Community-wide	0.5 FTE	
		Highlight examples of successful CBO partnership on climate initiatives in public-facing reporting and marketing materials	Municipal	0.5 FTE	
G-2.3	Partner with the Diablo Water District (DWD) and local business groups to coordinate energy and water efficiency, sustainable purchasing, waste reduction, professional development opportunities, and other sustainable practices by 2026	Convene a working group of DWD representatives and members of Oakley's business community on a recurring basis to identify and progress toward key sustainability priorities and concerns	Municipal + Community-wide	0.5 FTE	
		Partner and routinely convene with the Oakley Chamber of Commerce on sustainability and climate action initiatives that support sustainable business practices	Municipal + Community-wide	0.5 FTE	

Goal G-3
Develop outreach and communications strategies for climate action and adaptation efforts

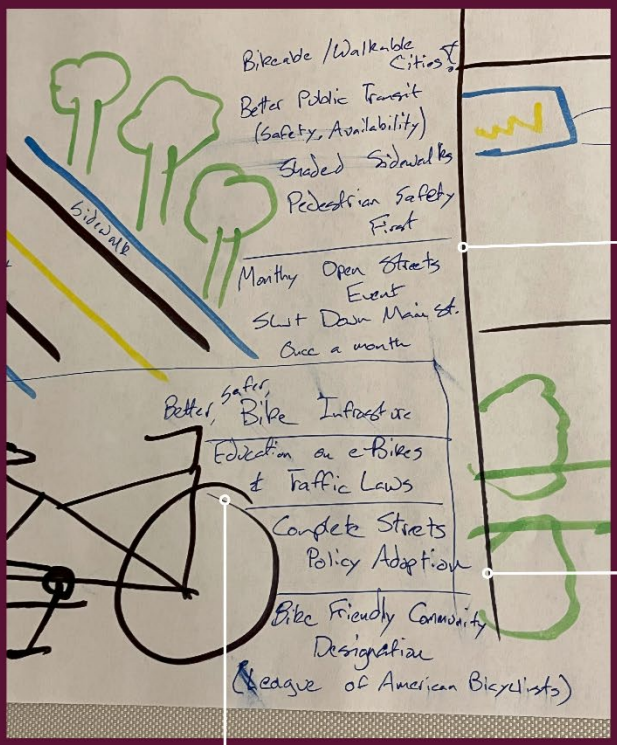
Target No.	Target	Actions	Scope	ROM Cost	Emissions Reduction
G-3.1	Develop a public-facing dashboard to show progress on specific CAP climate goals and metrics by 2027	Identify a dashboard platform to report progress on CAP goals, sustainability metrics, and key actions	Municipal	$	
		Update dashboard and GHG inventories every 2 years	Municipal	$$$	
G-3.2	Issue recurring (monthly, quarterly, or biannual) communications to Oakley community members reporting out on CAP progress, starting in 2025	Create and adopt a template format and channel (e.g., Outreach e-News, Oak Leaf Newsletter, social media, blog-style posts on website) for recurring CAP progress updates	Municipal	$	
		Develop system for tracking and showing success stories for highlighting in public communications	Municipal	0.5 FTE	
G-3.3	Plan recurring (e.g., quarterly, biannual, annual) community events related to climate activities to engage community members and hear feedback on city progress, starting in 2025	Hold 1-2 community events per year in partnership with community stakeholders on key climate topics	Municipal + Community-wide	$$$	
		Establish feedback channels for community members to engage the City on CAP initiatives and progress	Municipal + Community-wide	0.5 FTE	
G-3.4	Develop a public-facing sustainability toolkit for community members with tips for behavior change that promotes climate change adaptation and mitigation by 2026	Develop toolkit in collaboration with subject matter experts, CBOs, and other key stakeholders	Municipal + Community-wide	0.5 FTE	
		Publish toolkit on Oakley's website and market to other channels (e.g., physical flyers at Oakley library, schools, Oakley Senior Center, and other community hubs)	Municipal + Community-wide	$$	

Goal G-4
Identify and secure funding for municipal climate efforts

Target No.	Target	Actions	Scope	ROM Cost	Emissions Reduction
G-4.1	Develop a funding strategy for successful implementation of CAP and related sustainability initiatives by Fiscal Year (FY) 2026	Identify federal and statewide funding sources and levels for CAP goals and targets	Municipal	0.5 FTE	
		Track and report out on funding for CAP implementation as part of annual reporting process	Municipal	0.5 FTE	
G-4.2	Secure additional local, regional, state, and federal funding for Oakley's climate efforts and initiatives on an ongoing basis	Apply for and secure grants and funding opportunities for Oakley's climate efforts from local, regional, state, and federal funding sources	Municipal	1 FTE	
		Partner with other cities, agencies, and jurisdictions on larger grant funding opportunities for community-wide climate action	Municipal + Community-wide	1 FTE	
G-4.3	Identify alternate funding streams to support CAP implementation and climate activities on an ongoing basis	Explore opportunities to allocate a portion of preexisting municipal revenue-generating activities into CAP implementation funding	Municipal	0.5 FTE	
		Explore community fundraising opportunities associated with future climate community events and working groups	Municipal + Community-wide	$$	

What we heard

In public workshops, community members emphasized the need for community events and educational resources related to climate activities. They emphasized the importance of tracking and reporting on key climate action initiatives, as well as the need for City staff to thoughtfully and thoroughly integrate climate action goals and metrics into City policy, budgeting, and initiatives.



G-3.3

Plan recurring (e.g., quarterly, biannual, annual) community events related to climate activities to engage community members and hear feedback on city progress, starting in 2025

G-1.1

Formalize climate and sustainability priorities and metrics in city budgeting, management, and other operations by 2028

G-3.4

Develop a public-facing sustainability toolkit for community members with tips for behavior change that promotes climate change adaptation and mitigation by 2026

4.4 Buildings and Energy

Some of the residual emissions to be neutralized across City operations and community-wide come from the building sector, specifically having to do with energy demand and natural gas use. Oakley will take steps to ensure that the City's energy systems are efficient and resilient far into the future. This includes decarbonizing identifying opportunities to reduce energy demand across municipal and community-wide buildings, as well as promoting grid resilience through local renewable energy.

Goal B-1
Reduce overall energy demand through building electrification and other energy efficiency measures

Target No.	Target	Actions	Scope	ROM Cost	Emissions Reduction
B-1.1	Electrify municipal buildings and assets by 2035	Benchmark energy use across municipal buildings and establish targets for reducing energy consumption	Municipal	0.5 FTE	
		Install LED lighting in municipal buildings and infrastructure	Municipal	$	
		Enroll remaining City electric accounts into MCE Clean Energy rate options for 100% carbon-free electricity, as financially feasible	Municipal	$$	
		Require energy audits during significant remodels for municipal buildings	Municipal	$	
B-1.2	Improve energy efficiency across residential and commercial buildings by 2040	Promote energy efficiency initiatives and programs	Community-wide	$	
		Enroll remaining electricity accounts for MCE Clean Energy	Community-wide	$	
		Establish programs to promote customer enrollment in 100% renewable options	Community-wide	$	
		Require energy performance ratings, disclosures, and educational materials for all buildings to inform buyers or renters	Community-wide	$	

Goal B-1 (continued)
Reduce overall energy demand through building electrification and other energy efficiency measures

Target No.	Target	Actions	Scope	ROM Cost	Emissions Reduction
B-1.2	Improve energy efficiency across residential and commercial buildings by 2040	Develop public-facing educational materials for buyers or renters to better understand energy performance ratings or disclosures	Community-wide	$	
		Implement energy audit and retrofit program for building and property owners to advance adoption of energy-efficient appliances in alignment with State regulations, emphasizing older buildings and buildings not recently audited	Community-wide	1 FTE	
		Adopt policies that require residential and commercial buildings to undergo energy audits during significant remodels	Community-wide	$	
		Partner with PG&E and MCE Clean Energy to provide educational resources and financial support to homeowners to enroll in green electricity programs	Community-wide	$	
		Identify and provide educational resources to building owners on the benefits of electrification and how to reduce carbon emissions from their buildings; ensure resources and support reach low-income community members	Community-wide	$	
		Streamline permitting and/or incentivize solar installations and/or energy storage systems on residential and non-residential buildings and properties	Community-wide	$	

Goal B-1 (continued)
Reduce overall energy demand through building electrification and other energy efficiency measures

Target No.	Target	Actions	Scope	ROM Cost	Emissions Reduction
B-1.3	Establish energy efficiency and electrification requirements for all new municipal and community-wide buildings by 2030	Establish energy and water efficiency requirements in new construction in alignment with regional and statewide regulations	Municipal + Community-wide	$	
		Incentivize projects that meet green building standards or certifications through land use tools (e.g., density bonus, parking reductions)	Municipal + Community-wide	$$	
		Support city staff pursuing green building certifications and accreditations through department training budgets and tuition reimbursement opportunities	Municipal + Community-wide	$	
B-1.3	Establish energy efficiency and electrification requirements for all new municipal and community-wide buildings by 2030	Explore development code amendments that establish solar-ready construction requirements in alignment with state goals	Municipal + Community-wide	$	
		Develop guidelines for sustainable deconstruction and materials salvaging for reuse	Municipal + Community-wide	$	

Goal B-2
Install and promote distributed energy resources (DERs) to provide local renewable energy and promote grid resilience

Target No.	Target	Actions	Scope	ROM Cost	Emissions Reduction
B-2.1	Install 1 Megawatt (MW) of new solar photovoltaic (PV) capacity on all available and feasible municipal sites (buildings, carports) by 2030	Identify available and feasible municipal sites (buildings, carports) for solar PV installation	Municipal	$$	🍃
		Coordinate with electric utilities to install battery energy storage systems in municipal facilities	Municipal	$$	🍃
		Devote municipal properties as host sites for community solar and renewable energy projects	Municipal	$	🍃
B-2.2	Establish equipment replacement plans to electrify equipment for building construction and maintenance by 2027	Partner with Bay Area Regional Energy Network (BayREN) to promote and distribute electrification incentives	Community-wide	$	🍃🍃
B-2.3	Collaboratively develop incentive and rebate programs for residential and community solar installations on an ongoing basis	Work with BayREN, MCE, and other regional partners to identify and secure funding for residential and community solar and microgrid installations	Community-wide	$	🍃🍃
		Provide and promote educational resources and programs to encourage Oakley residents to enroll in community solar and community microgrids	Community-wide	$	🍃

What we heard

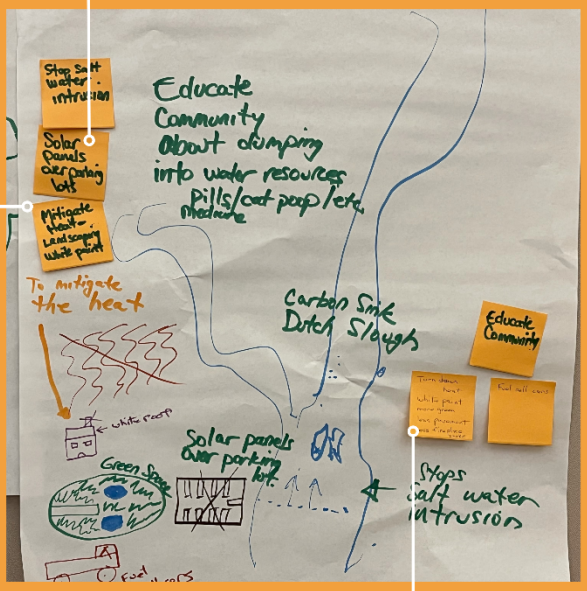
During public workshops, Oakley residents expressed that energy efficiency and electrification were critical priorities for the City to pursue. In addition, residents offered their ideas for how the City could establish critical goals for green building requirements and increasing solar installations community-wide in the coming years.

B-2.1

Install 1 MW of new solar photovoltaic (PV) capacity on all available and feasible municipal sites (buildings, carports) by 2030

B-1.2

Improve energy efficiency across residential and commercial buildings by 2040



B-1.3

Establish energy efficiency and electrification requirements for all new municipal and community-wide buildings by 2030

4.5 Transportation and Land Use

Most municipal and community-wide emissions in Oakley can be attributed to transportation. To reduce these emissions, the City will take a variety of steps, including promoting active and public transportation options for Oakley residents, encouraging a community-wide transition to electric vehicles (EVs), and using zoning and land use tools to encourage transit-oriented development (TOD) and reduce vehicle miles traveled (VMT).

Goal T-1 Promote active and public mobility options across Oakley					
Target No.	Target	Actions	Scope	ROM Cost	Emissions Reduction
T-1.1	Encourage and monitor the shift toward active transportation (e.g., walking, biking, rolling) or shared transportation (e.g., rideshare, carpooling, school busing) as climate resilient mobility options on an ongoing basis	Implement mobility projects and street-level enhancements that encourage safe active transportation through 'complete streets' planning (e.g., seating, shade, ADA ramps, protected bike lanes)	Municipal	$$	
		Explore bike-share programs and encourage expansion of bike-share stations and dedicated bike parking areas	Municipal	$$$	
		Explore safety and feasibility of electric shared mobility programs and provide resources for communities that are lower-income and/or face mobility barriers	Municipal	$$$	
		Support bike- and roll-to-school events and activities in coordination with local school districts	Municipal + Community-wide	$	
		Partner with local school districts to explore bus rollouts to mitigate congestion and vehicle miles traveled (VMT)	Municipal + Community-wide	$$$	
		Amplify Contra Costa Transportation Authority's E-Bike Rebate Program, which provides rebates for e-bikes, with larger rebates for low-income households	Municipal	0.5 FTE	

Goal T-1 (continued) Promote active and public mobility options across Oakley					
Target No.	Target	Actions	Scope	ROM Cost	Emissions Reduction
T-1.1	Encourage and monitor the shift toward active transportation (e.g., walking, biking, rolling) or shared transportation (e.g., rideshare, school busing) as climate resilient mobility options on an ongoing basis	Establish mode shift targets and strategies for achieving these targets, such as car-free corridors in appropriate areas	Municipal	$	
		Collaborate with local businesses, CBOs, and advocates to host 'open street' events that close streets to car traffic and feature family-friendly activities	Municipal + Community-wide	$$	
T-1.2	Invest in at least three programs or initiatives that encourage community-wide use of public transit, with a focus on urban growth areas and communities with disadvantaged or vulnerable individuals by 2030	Collaborate with Tri Delta Transit and other transit agencies serving Oakley to increase service areas, service frequency, system efficiency, and accessibility through system enhancements	Municipal	$$	
		Partner with local businesses and schools to provide free or reduced transit fares for youth, students, seniors, low-income riders, and riders with disabilities	Municipal + Community-wide	1 FTE	
		Invest in bus stop improvements by installing shelters, shade trees, seating, and other improvements for rider safety and comfort	Municipal	$$$	
		Develop and distribute accessible community education resources that inform Oakley residents about the benefits of public transit and local service offerings	Municipal	1 FTE	
T-1.3	Leverage partnerships with local, regional, and national institutions to promote mode shift and active transportation on an ongoing basis	Coordinate with pedestrian and bike plans of neighboring jurisdictions to expand and strengthen safer walking and bicycling infrastructure	Municipal	$	

Goal T-2 Encourage the transition to electric vehicles (EVs) for vehicle trips that are unavoidable					
Target No.	Target	Actions	Scope	ROM Cost	Emissions Reduction
T-2.1	Install Level 2 and Level 3 and public EV chargers to meet community-wide demand by 2035	Streamline permitting process for EV charging installation city-wide	Municipal	$	❦❦
		Explore opportunities to further expand Oakley's publicly available EV charging network	Municipal	$$	❦❦❦
		Partner with schools and major employers to install additional charging stations in parking lots for employees	Municipal + Community-wide	$	❦❦
		Establish EV charger installation incentives and educational resources for multi-family residences and affordable housing developments	Municipal	$	❦❦
		Increase consumer awareness about EV options, incentives, and charging installation options through partnerships with industry experts, environmental advocates, and local businesses	Municipal + Community-wide	$	❦❦
T-2.2	Transition Oakley's municipal fleet to zero-emission vehicles (ZEV) by 2040	Develop a municipal fleet management plan that mandates newly-purchased city vehicles are zero-emission vehicles (ZEV)	Municipal	$	❦❦
		Introduce bicycles and e-bikes as fleet vehicle alternatives where appropriate	Municipal	$$	❦❦
		Partner with Oakley Union Elementary School District, Antioch Unified School District, and Liberty Union High School District to transition to zero-emission bus fleets over time	Municipal + Community-wide	$$$$	❦❦❦
		Increase quantity of EV charging stations on municipal property, particularly to meet the projected increased demand from additional municipal fleet vehicles	Municipal	$$	❦❦

Goal T-3
Implement zoning and land use tools that promote transit-oriented development (TOD) and reduce vehicles miles traveled (VMT)

Target No.	Target	Actions	Scope	ROM Cost	Emissions Reduction
T-3.1	Pursue '15-minute city' planning efforts such that at least 75% of community members have access to basic amenities within a 15-minute walk or bike ride from home by 2035	Identify key infrastructure components and amenities needed for effective '15-minute city' planning and infill development	Municipal	2 FTE	
		Support zoning and code adjustments to make public investments in key '15-minute city' amenities identified	Municipal	$	
		Collaborate with jurisdictions and advocates to bolster a regionally-connected, safe bike and pedestrian network that encourages active transportation	Municipal + Community-wide	$	
		Improve connections between existing trail systems to facilitate greater accessibility and use among Oakley residents and visitors	Municipal	$$	
T-3.2	Incentivize the transition toward a greater percentage of high- and gentle-density measures in high-frequency transit areas	Encourage higher density affordable housing development along high-frequency transit corridors	Municipal	$	
		Expand 'missing middle' housing typologies (e.g., duplexes, triplexes) through code changes and other planning initiatives to increase housing diversity	Municipal	$	
T-3.3	In alignment with state goals, measure and reduce per capita vehicle miles traveled (VMT) across Oakley by 25% from 2019 levels and 30% by 2045 through active transportation and land use projects and initiatives	Execute a first/last-mile analysis that identifies communities with low public transportation access and recommends supplemental solutions to enhance Oakley's transportation network	Municipal	$	
T-3.4	Assess parking needs in areas with higher-quality public and active transportation options and implement at least two pilot projects for reducing excessive parking by 2030	Identify criteria for when parking minimums could be reduced or removed, as well when parking maximums could be established	Municipal	1 FTE	
		Implement and evaluate pilot projects related to parking minimums and/or maximums for reducing excessive parking	Municipal	$$	

What we heard

Oakley residents and community stakeholders stressed the importance of reducing emissions from transportation. These included, but were not limited to, investments in charging for electric vehicles, active transportation, and public transit. Furthermore, residents emphasized the need for increased mobility options across Oakley for low-income community members and residents with mobility barriers.

T-1.2

Invest in at least three programs or initiatives that encourage community-wide use of public transit, with a focus on urban growth areas and communities with disadvantaged or vulnerable individuals by 2030



T-1.1

Encourage and monitor the shift toward active transportation (e.g., walking, biking, rolling) or shared transportation (e.g., rideshare, carpooling, school busing) as climate resilient mobility options on an ongoing basis

T-2.1

Install Level 2 and Level 3 public EV chargers to meet community-wide demand by 2035

4.6 Adaptation and Resilience

In order to effectively plan for the future of climate change impacts, the City of Oakley will bolster the capacity of city infrastructure and Oakley residents to withstand, adapt, and recover from adversity. The City will take steps to better monitor and improve municipal infrastructure to weather climate impacts, improve resource resilience of the built environment, ecosystems, and agricultural infrastructure.

Goal A-1
Improve city infrastructure and open spaces to withstand climate impacts (e.g., extreme heat, fires, floods)

Target No.	Target	Actions	Scope	ROM Cost	Emissions Reduction
A-1.1	Deploy nature-based solutions that sequester emissions, reduce urban heat island impacts, and bolster healthy ecosystems on an ongoing basis	Plant and maintain additional shade-providing street streets and urban greenery, with particular emphasis on native and drought tolerant plants	Community-wide	$	
		Conduct an equity-based analysis of tree canopy coverage to identify climate burdened communities most in need of additional shading	Community-wide	$	
		Partner with designers and landscapers to install and maintain rain gardens, infiltration basins, and other nature-based solutions for stormwater capture on municipal land	Community-wide	$$	
		Partake in early action to eliminate or control non-native invasive insect species that take advantage of climate impacts	Community-wide	$	
		Explore Indigenous practices and nature-based solutions for proactively wildfire management resilience, such as prescribed burns	Community-wide	$	

Goal A-1 (continued) Improve city infrastructure and open spaces to withstand climate impacts (e.g., extreme heat, fires, floods)					
Target No.	Target	Actions	Scope	ROM Cost	Emissions Reduction
A-1.2	Explore additional extreme heat adaptation opportunities for implementation by 2030	Identify locations for and install additional amenities like shade structures, splash pads, and water bottle filling and drinking water fountains	Community-wide	$	
		Prioritize retrofitting public buildings to strengthen safe community spaces	Community-wide	$$-$$$	
		Develop and implement an extreme heat resilience strategy that includes land use, urban design, urban greening, and waste heat reduction actions	Community-wide	$$-$$$$	
A-1.3	Establish climate-resilient building design standards by 2030	Establish guidance for cool roofs and surfaces on building roofs/surfaces, roadways, sidewalks, and parking lots	Community-wide	$	
		Review and update long range plans every five years to ensure that storm water design relies upon the latest scientific findings on changing precipitation patterns	Community-wide	$	
		Coordinate with other agencies (federal or state) on sea level rise (SLR) adaptation measures	Community-wide	$	
		Select native drought and pest resistant trees, shrubs, and grasses for landscaping in building design plans	Community-wide	$	

Goal A-2 Bolster community-wide emergency response networks and resource-sharing					
Target No.	Target	Actions	Scope	ROM Cost	Emissions Reduction
A-2.1	Establish and support resilience hubs on an ongoing basis	Partner with community-based organizations (CBOs) such as Sustainable Contra Costa, peer agencies (e.g., East Bay Regional Parks District), schools, faith-based institutions, and other groups to ensure that their communities are prepared for climate emergencies	Community-wide	$	
A-2.2	Conduct training and provide resources for emergency response on an ongoing basis	Develop and conduct training with local businesses, homeowners associations, tenant organizations, and other groups to share information about Oakley's climate resilience programs and emergency response protocol	Community-wide	$	
		Collaborate with community-based organizations (CBOs) and other agencies to develop programs that identify and support vulnerable individuals during climate emergencies	Community-wide	$	

Goal A-3
Evaluate city infrastructure standards periodically to incorporate strategies for climate impacts (e.g., extreme weather, precipitation, sea level rise, high heat, wildfires)

Target No.	Target	Actions	Scope	ROM Cost	Emissions Reduction
A-3.1	Periodically monitor latest scientific findings once every five years to be informed of changing climate impacts	Coordinate with federal and state agencies on SLR indicators, trends, and projections	Community-wide	$	🍃
		Coordinate with federal and state agencies on flooding and precipitation indicators, trends, and projections	Community-wide	$	🍃
		Coordinate with federal and state agencies on warming and wildfire indicators, trends, and projections	Community-wide	$	🍃
A-3.2	Establish climate-resilient infrastructure design standards by 2030	Select native drought and pest-resistant trees, shrubs, and grasses for landscaping in infrastructure design plans	Community-wide	$	🍃
		Develop and provide home-hardening information to educate community members against possible wildfire risks and resilience measures, prioritizing outreach for vulnerable populations	Community-wide	$	🍃
A-3.3	Provide annual guidance for city infrastructure vulnerable to climate impacts	Map transportation infrastructure vulnerable to repeated floods, landslides, wildfires, and other natural hazards, and designate alternative routes for critical transportation corridors	Community-wide	$-$$	🍃
		Incorporate SLR information, along with tsunami hazard mapping and evacuation route signage, into critical area delineation for recreational areas and ecological preserves	Community-wide	$	🍃
		Develop green infrastructure in capital projects to help capture, filter, store, and reuse stormwater runoff	Community-wide	$$$-$$$$	🍃
		Ensure energy infrastructure is able to accommodate high heat events and accommodate renewable energy opportunities	Community-wide	$$-$$$	🍃🍃

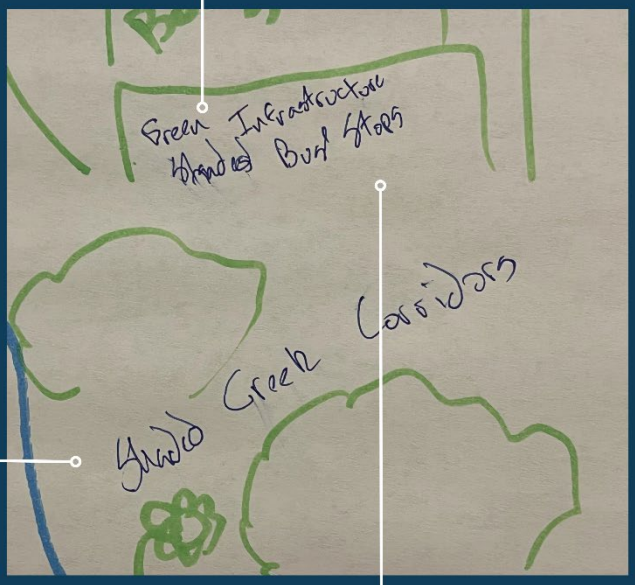
Goal A-4 Establish land use patterns that increase the resilience of the built environment, ecosystems, and communicates to climate impacts					
Target No.	Target	Actions	Scope	ROM Cost	Emissions Reduction
A-4.1	Encourage strategic development for increased resiliency on an ongoing basis	Require developers to demonstrate appropriate solutions in applications for development at urban or suburban densities in 100-year floodplain areas, 200-year floodplain areas, and/or other flood-prone areas	Community-wide	$$-$$$$	
		For facilities identified in City of Oakley Routes of Regional Significance, maintain acceptable service standards specified in the East County Action Plan Final 2000 Update (or more recent/future update) as adopted with consideration of climate-induced hazards	Community-wide	$$-$$$$	
		Include climate considerations in waste management citing and design decisions for major capital expenditures	Community-wide	$$-$$$$	
		Develop water reuse and storage systems to satisfy environmental regulations and protect against future threats to water availability	Community-wide	$$-$$$$	
A-4.2	Protect significant historic and ecological sites to ensure resiliency to climate impacts on an ongoing basis	Protect significant historic sites from climate-induced damages by incorporating the latest building design retrofits	Community-wide	$$$-$$$$	
		Encourage preservation and protection of Delta ecosystems to foster ecological health and bolster climate resilience	Community-wide	$	
A-4.3	Collaborate with purveyors to ensure city utilities and services (e.g., sanitary, water, stormwater) are enhanced according to climate projections	Investigate funding mechanisms, grants, and/or matching funds for residential establishments to account for temperature warming	Community-wide	$-$$	
		Work with energy utilities to improve the safety and reliability of infrastructure vulnerable to climate impacts	Community-wide	$-$$	

Goal A-5 Ensure agriculture adaptation resources are coordinated, funded and staffed to support farmers in making informed business decisions in a changing climate					
Target No.	Target	Actions	Scope	ROM Cost	Emissions Reduction
A-5.1	Prepare the City of Oakley to anticipate changes to standard agricultural practices and economic impacts.	Encourage regenerative agriculture and ocean farming where practicable	Community-wide	$$-$$$	
		Support changes to agricultural crops and irrigation methods in anticipation of precipitation changes and temperature warming	Community-wide	$-$$	

What we heard

Throughout the planning process, Oakley residents and stakeholders emphasized the need for climate-resilient infrastructure design and nature-based solutions to foster resilience to extreme heat and ecosystem health far into the future. Multiple stakeholders highlighted the importance of the Delta and water resource systems as integral to community-wide resilience.

A-1.2
Explore additional extreme heat adaptation opportunities for implementation by 2030



A-1.1
Deploy nature-based solutions that sequester emissions, reduce urban heat island impacts, and bolster healthy ecosystems on an ongoing basis

A-3.2
Establish climate-resilient infrastructure design standards

4.7 Implementing the Climate Action Plan

This *Climate Action Plan* will require the City to take several steps in the short term to implement this plan. First, the City will convene decision-makers to review all actions within the CAP and prioritize based on select criteria to determine which items can be implemented in the short term (i.e., 0-2 years), medium term (i.e., 3-5 years), and long term (more than five years). As items are prioritized, actions will be folded into budgetary and project planning, at which point the City will evaluate its capacity and determine where it can use existing resources to implement, as well as where it may need to secure external funding.

4.7.1 Prioritization Criteria

The actions listed within this plan are not intended to be implemented concurrently, and not all actions will be possible to implement immediately. Consequently, the City will assess the complete menu of actions in the context of the following criteria.

- **Costs and benefits** – Prioritize actions at the lowest overall cost to the City and its taxpayers, accounting for potential benefits, savings, and revenues from any given action.
- **Emissions reduction potential** – Prioritize activities with the greatest potential to reduce GHG emissions upon implementation.
- **Resilience and equity co-benefits** – Prioritize actions that center climate resilience and community-wide equity, or otherwise present tangible resilience and equity co-benefits (e.g., improved infrastructure, increased mobility, reduced air pollution, more greenspace, protection from climate hazards, etc.)
- **Staffing and funding availability** – Determine if a given action has staff to support it, and if the City has budget available to implement the action in part or in whole.
- **Funding and partnership opportunities** – Determine if the action may be accompanied by a grant opportunity at the regional, state, or federal level, and/or can be achieved in partnership with other jurisdictions or agencies.

4.7.2 Monitoring and Reporting

In addition, to ensure that the City makes progress on the CAP, it will commit to the following steps:

1. Assign responsibility through the City Manager's office to appropriate departments to execute actions within the CAP.
2. Coordinate with department heads form a Steering Committee that will integrate the implementation of the CAP into existing workflows and provide updates on progress.
3. Develop updated GHG emissions inventories at least once every two years and issue a public report on progress against the CAP, with the goal of updating the CAP every five years.

CONCLUSION

As one of California's youngest incorporated cities, we are proud to offer residents and families a vibrant and diverse place to call home. Our city is quickly evolving, and we will continue to strive to keep Oakley's small-town character while incentivizing development and opportunity in our community to keep growing. But everything we are doing, and everything we hope to do in the future, will be at risk if we do not act on climate change now.

This Climate Action Plan is more than just a statement of intent, but it is also a call to action. Everything we hope to achieve in this Plan is only possible with a united and active community, and we believe this Plan offers one of the most critical opportunities yet for Oakley residents to work together to make our home a safe and welcoming place now and well into the future. We invite residents to join us for future workshops, listening sessions, and City events and to lend us their voice on this issue. We also invite our partners along the Delta and across both Contra Costa County and the state of California to partner with us on ways to make our region more resilient to the impacts of climate change. So much more is possible when we work together.



APPENDIX A: GLOSSARY AND ABBREVIATIONS

A-1 Glossary

Adaptation – Adjustment or preparation of natural or human systems to a new or changing environment which moderates harm or exploits beneficial opportunities.[17]

Adaptive capacity – The ability of systems, institutions, humans and other organisms to adjust to potential damage, to take advantage of opportunities, or to respond to consequences.[18]

Anthropogenic (human-caused) GHG (greenhouse gas) emissions – Emissions of greenhouse gases (GHGs), precursors of GHGs and aerosols caused by human activities. These activities include the burning of fossil fuels, deforestation, land use and land-use changes, livestock production, fertilization, waste management and industrial processes.[19]

Business-as-usual (BAU) scenario – A projection of future environmental and social conditions based on the assumption that current trends and practices will continue without significant change.

Business-as-planned (BAP) scenario – A projection of future environmental and social conditions that accounts for existing actions and the impacts of state and federal regulations.

Carbon dioxide equivalent ($MTCO_2e$) – A metric measure used to compare the emissions from various greenhouse gases based upon their global warming potential. Carbon dioxide equivalents are commonly expressed as metric tons of carbon dioxide equivalents ($MTCO_2e$). The carbon dioxide equivalent for a gas is derived by multiplying the tons of the gas by the associated global warming potential. $MTCO_2e$ = (metric tons of a gas) * (global warming potential of the gas).[20]

Carbon neutrality – The state in which an organization has a net-zero carbon footprint, meaning that their overall greenhouse gas emissions are balanced by removing an equivalent amount of carbon dioxide from the atmosphere, or by offsetting emissions through investments in renewable energy or other carbon-reducing projects.

Climate change – A long-term shift in average weather patterns. It is caused mainly by burning fossil fuels for energy, which releases greenhouse gases. These gases form a blanket of pollution over the earth that traps heat in the atmosphere. This effect, also known as global warming, is causing our planet to overheat, leading to more severe wildfires, droughts, floods, and more.[21]

Climate hazards – Risks posed to human societies, ecosystems, and economies by extreme weather events and other environmental changes resulting from global climate change.

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[17] U.S. Environmental Protection Agency (EPA), Glossary of Climate Change Terms, 2016. Available at https://19january2017snapshot.epa.gov/climatechange/glossary-climate-change-terms_.html. Accessed March 3, 2025.
[18] IPCC (Intergovernmental Panel on Climate Change), Special Report: Global Warming of 1.5° C, Annex I: Glossary, 2018. Available at https://www.ipcc.ch/sr15/chapter/glossary/. Accessed March 3, 2025.
[19] IPCC (Intergovernmental Panel on Climate Change), Special Report: Global Warming of 1.5° C, Annex I: Glossary, 2018. Available at https://www.ipcc.ch/sr15/chapter/glossary/. Accessed March 3, 2025.
[20] Eurostat, Statistics Explained, Glossary, n.d. Available at https://ec.europa.eu/eurostat/statistics-explained/index.php?title=Glossary:Carbon_dioxide_equivalent. Accessed March 3, 2025.
[21] California Environmental Protection Agency (CalEPA), California Climate Dashboard, 2025. Available at https://calepa.ca.gov/climate-dashboard/. Accessed March 3, 2025.

(Climate) exposure – The presence of people, infrastructure, natural systems, and economic, cultural, and social resources in areas that are subject to harm.[22]

(Climate) resilience – A capability to anticipate, prepare for, respond to, and recover from significant multi-hazard threats with minimum damage to social well-being, the economy, and the environment.[23]

Climate sensitivity – The level to which a species, natural system, or community, government, etc., would be affected by changing climate conditions.[24]

Climate vulnerability – The propensity of exposed elements such as human beings, their livelihoods, and assets to suffer adverse effects when impacted by hazard events.[25]

Disadvantaged community (DAC) – The areas throughout California which most suffer from a combination of economic, health, and environmental burdens. These burdens include poverty, high unemployment, air and water pollution, presence of hazardous wastes as well as high incidence of asthma and heart disease.[26]

Greenhouse Gas (GHG) – Those gaseous constituents of the atmosphere, both natural and anthropogenic, that absorb and emit radiation at specific wavelengths within the spectrum of terrestrial radiation emitted by the Earth's surface, the atmosphere itself and by clouds. This property causes the greenhouse effect. Water vapor (H2O), carbon dioxide (CO2), nitrous oxide (N2O), methane (CH4) and ozone (O3) are the primary GHGs in the Earth's atmosphere.[27]

Micromobility (or micro-transit) – Any small, low-speed, human or electric-powered transportation device, including bicycles, scooters, electric-assist bicycles (e-bikes), electric scooters (e-scooters), and other small, lightweight, wheeled conveyances.[28]

Mode shift – A change in the way people travel between different modes of transportation, such as from driving a car to using public transit, biking, or walking. It typically involves a shift from single-occupancy vehicles, which are associated with traffic congestion, air pollution, and greenhouse gas emissions, towards more sustainable and efficient modes of transportation.

Scope 1 emissions – Direct greenhouse gas emissions that occur from sources that are controlled or owned by an organization (e.g., emissions associated with fuel combustion in boilers, furnaces, vehicles, etc.).

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[22] California's Fourth Climate Change Assessment, Statewide Summary Report, 2018. Available at https://www.energy.ca.gov/sites/default/files/2019-11/Statewide_Reports-SUM-CCCA4-2018-013_Statewide_Summary_Report_ADA.pdf. Accessed March 3, 2025.
[23] U.S. Environmental Protection Agency (EPA), Glossary of Climate Change Terms, 2016. Available at https://19january2017snapshot.epa.gov/climatechange/glossary-climate-change-terms_.html. Accessed March 3, 2025.
[24] California's Fourth Climate Change Assessment, Statewide Summary Report, 2018. Available at https://www.energy.ca.gov/sites/default/files/2019-11/Statewide_Reports-SUM-CCCA4-2018-013_Statewide_Summary_Report_ADA.pdf. Accessed March 3, 2025.
[25] IPCC (Intergovernmental Panel on Climate Change), Determinants of Risk: Exposure and Vulnerability, 2018. Available at https://www.ipcc.ch/site/assets/uploads/2018/03/SREX-Chap2_FINAL-1.pdf. Accessed March 3, 2025.
[26] California Public Utilities Commission (CPUC), Disadvantaged Communities, 2025. Available at https://www.cpuc.ca.gov/discom/. Accessed March 3, 2025.
[27] IPCC (Intergovernmental Panel on Climate Change), Special Report: Global Warming of 1.5° C, Annex I: Glossary, 2018. Available at https://www.ipcc.ch/sr15/chapter/glossary/. Accessed March 3, 2025.
[28] U.S. Department of Transportation Federal Highway Administration, Micromobility, 2025. Available at https://www.fhwa.dot.gov/livability/fact_sheets/mm_fact_sheet.cfm. Accessed March 3, 2025.

Scope 2 emissions – Indirect greenhouse gas emissions associated with the purchase of electricity, steam, heat, or cooling. Although Scope 2 emissions physically occur at the facility where they are generated, they are accounted for in an organization's GHG inventory because they are the result of the organization's energy use.

Scope 3 emissions – Indirect emissions from activities or assets not owned or controlled by the reporting organization, but that the organization indirectly affects in its value chain. Scope 3 emissions include all sources not within an organization's scope 1 and 2 boundary. The scope 3 emissions for one organization are the scope 1 and 2 emissions of another organization.

Social vulnerability – The demographic and socioeconomic factors (such as poverty, lack of access to transportation, and crowded housing) that adversely affect communities that encounter hazards and other community-level stressors. These stressors can include natural or human-caused disasters (such as tornadoes or chemical spills) or disease outbreaks (such as COVID-19).[29]

Vehicle miles traveled – A measure used in transportation planning for a variety of purposes. It measures the amount of travel for all vehicles in a geographic region over a given period of time, typically a one-year period.[30]

[29] Centers for Disease Control – Agency for Toxic Substances and Disease Registry, Social Vulnerability Index, 2024. Available at https://www.atsdr.cdc.gov/place-health/php/svi/index.html#:~:text=Social%20vulnerability%20refers%20to%20the%20demographic%20and%20socioeconomic,communities%20that%20encounter%20hazards%20and%20other%20community-level%20stressors. Accessed March 3, 2025.
[30] U.S. Department of Transportation, National Transportation Library, Methodologies used to estimate and forecast vehicle miles traveled (VMT): final report, 2016. Available at https://rosap.ntl.bts.gov/view/dot/32689. Accessed March 3, 2025.

A-2 Abbreviations

- **ABAG**: Association of Bay Area Governments
- **ADA**: Americans with Disabilities Act
- **BAP**: Business-as-Planned
- **BAU**: Business-as-Usual
- **BayREN**: Bay Area Regional Energy Network
- **Cal LCI**: California Governor's Office of Land Use and Climate Innovation
- **Cal OES**: California Governor's Office of Emergency Services
- **CalEPA**: California Environmental Protection Agency
- **CAP**: Climate Action Plan
- **CARB**: California Air Resources Board
- **CBO**: Community-based Organization
- **CH4**: Methane
- **CO2**: Carbon Dioxide
- **CVM**: Climate Vulnerability Metric
- **CVRA**: Climate Vulnerability and Risk Assessment
- **DAC**: Disadvantaged Communities
- **DER**: Distributed Energy Resources
- **DOE**: Department of Energy
- **DWD**: Diablo Water District
- **EV**: Electric Vehicle
- **GHG**: Greenhouse Gas
- **FTE**: Full-time Employee
- **FY**: Fiscal Year
- **HPI**: Healthy Places Index
- **IPCC**: Intergovernmental Panel on Climate Change
- **LCFS**: Low Carbon Fuel Standard
- **LED**: Light-emitting Diode
- **$MTCO_2e$**: Metric Tons of Carbon Dioxide Equivalent
- **MW**: Megawatt
- **N2O**: Nitrous Oxide
- **PV**: Photovoltaic
- **RCPs**: Representative Concentration Pathways
- **ROM**: Rough Order of Magnitude
- **SLR:** Sea Level Rise
- **TOD**: Transit-Oriented Development
- **USDOT**: U.S. Department of Transportation
- **VMT**: Vehicle Miles Traveled
- **ZEV**: Zero-Emission Vehicle

APPENDIX B: GREENHOUSE GAS EMISSIONS

B-1 Baseline Emissions Inventory

The City of Oakley's baseline greenhouse gas (GHG) emissions prepared baseline greenhouse gas emission inventories for municipal and city-wide emissions. The municipal inventory is comprised of emissions resulting from the City of Oakley's operational assets and activities, including facilities, transit and other service vehicles. The community-wide inventory is comprised of emissions resulting from city-wide electricity use, gas use, and vehicles. Oakley prepared the inventory in alignment with internationally recognized standards and guidance, including ISO 14064-1:2018, the World Resources Institute (WRI), the Greenhouse Gas Protocol, the U.S. Environmental Protection Agency, and the California Air Resources Board (CARB).

B-1.1 Inventory Boundary and Scope

GHG emissions inventories are conventionally prepared within specific geographical, physical, and temporal boundaries that clearly define the coverage area, or boundary, of emissions recorded. For Oakley's municipal emissions inventory, Oakley established a physical boundary of Oakley-owned and -operated assets with respect to the agency's daily activities (excluding emissions from construction and demolition). The established physical boundary of the community-wide emissions inventory, Oakley established a physical boundary of within the city limits of Oakley. For both emissions inventories, Oakley established a temporal boundary of the year 2023, covering the period of January 1, 2023, all the way through December 31, 2023. Per internationally recognized standards, emissions inventories are categorized into scopes that identify emissions based on the reporting entity's ownership of, or influence over, the activities generating those emissions. Per the GHG Protocol, emissions are typically categorized into different scopes:[31]

- **Scope 1 emissions** – Direct GHG emissions that occur from sources controlled or owned by an organization (e.g., emissions associated with fuel combustion in boilers, furnaces, vehicles).
- **Scope 2 emissions** – Indirect GHG emissions associated with the purchase of electricity, steam, heat, or cooling.[32]
- **Scope 3 emissions** – Indirect emissions from activities or assets not owned or controlled by the reporting organization, but that the organization in directly affects in its value chain.[33]

[31] Greenhouse Gas Protocol. "Standards." n.d. <https://ghgprotocol.org/standards>.
[32] Although scope 2 emissions physically occur at the facility where they are generated, they are accounted for in an organization's GHG inventory because they are a result of the organization's energy use.
[33] Scope 3 emissions may include some or all sources that are not otherwise included in a reporting entity's Scope 1 or Scope 2 emissions. Furthermore, some Scope 3 emissions may include Scope 1 or Scope 2 emissions that belong to another reporting entity.

B-1.2 Inventory Data Sources and Details

Data sources for emissions calculations are listed in Tables B-1, B-2 and B-3 and are categorized by scope.

Table B-1. Municipal Scope 1 Emissions Sources and Details

Scope 1 Emissions	Services	Fuel/Resource Types	Data Provider(s)
Stationary combustion	Energy	Natural Gas	Pacific Gas & Electric
Mobile combustion	Diesel Vehicles	Diesel	City of Oakley
	Gasoline Vehicles	Unleaded Gasoline	City of Oakley CARB EMFAC[34]
	Electric Vehicles	Electricity	City of Oakley CARB EMFAC

Table B-2. Community-wide Scope 1 Emissions Sources and Details

Scope 1 Emissions	Services	Fuel/Resource Types	Data Provider(s)
Stationary combustion	Energy	Natural Gas	Pacific Gas & Electric
Mobile combustion	Diesel Vehicles	Diesel	CARB EMFAC
	Gasoline Vehicles	Unleaded Gasoline	CARB EMFAC
	Natural Gas Vehicles	Natural Gas	CARB EMFAC
	Electric Vehicles	Electricity	CARB EMFAC
	Hybrid Plug-In Vehicles	Electricity and Unleaded Gas	CARB EMFAC

With respect to Scope 2 emissions, purchased electricity data prepared by Pacific Gas & Electric (PGE) was used exclusively. Electricity consumption covers multiple end uses.

Table B-3. Municipal Scope 2 Emissions Sources and Details

Scope 2 Emissions	Services	Fuel/Resource Types	End Use(s)	Data Provider(s)
Purchased electricity	All	Electricity	Facilities, Traffic Signals	Pacific Gas & Electric, MCE Clean Energy

Table B-4. Community-wide Scope 2 Emissions Sources and Details

Scope 2 Emissions	Services	Fuel/Resource Types	End Use(s)	Data Provider(s)
Purchased electricity	All	Electricity	Residential and Commercial Electricity	Pacific Gas & Electric, MCE Clean Energy

[34] Refers to the California Air Resources Board's *EMission FACtors Model*.

While data was collected exclusively from PG&E, Oakley is within MCE Clean Energy's (the region's community choice energy provider) service area. Meters were assumed and confirmed to be enrolled under the CCA.

B-1.2 Emissions Calculation Resources and Assumptions

Emissions Factors

Emissions factors were assigned and used as follows:

- Emission factors from The Climate Registry (TCR) were applied for the stationary energy and mobile combustion emission calculations.
- Supplier-specific emission factors from Pacific Gas & Electric and MCE Clean Energy were applied in the market-based electricity emission calculation.

Data Aggregation and Quality Assurance

To ensure data quality and accuracy, a quality assurance and quality control process was used to ensure the integrity of the data through all collection, cleaning, aggregation, and calculation phases before being finalized. Data quality assurance criteria included but were not limited to unit measure checks, data boundary checks, reporting data timeframe checks, validity of data sources, etc.

Estimations

Estimations were not made in Oakley's municipal greenhouse gas emission inventory. Listed below are key assumptions made in the calculation of Oakley's baseline community-wide greenhouse gas emissions:

- **Transportation (vehicle) emissions** – On-road vehicle emissions were derived from CARB's EMFAC tool. The tool is a model developed and used by the CARB to assess emissions from on-road vehicles including cars, trucks, and buses in California. In the case of community-wide transportation emissions, community-wide mileages and fuel consumption were collected at the county-wide level for Contra Costa county, as these figures are not available at the city level. To obtain useful community-wide figures for Oakley, a proportion of these mileages and fuel consumption figures was taken based on the share of Oakley's population relative to the entire population of Contra Costa county.

B-2 Emissions Forecasting

The City of Oakley developed Excel-based emission scenario models to forecast emissions for municipal and community-wide emissions through 2050.

B-2.1 Forecasting Scenarios

Both business-as-usual (BAU) and business-as-planned (BAP) scenarios were modeled. Relevant assumptions were made and documented for each scenario based on the best available sources and information:

- **Business as Usual (BAU)** – The BAU scenario assumes the normal execution of currently existing operations within the City, with no planned or newly developed activities. In this scenario, GHG emissions are only impacted by external factors outside Oakley's control – namely, population growth.
- **Business as Planned (BAP)** – This scenario incorporates currently planned activities, including compliance with state regulations, to mitigate emissions. However, no new strategies or measures are incorporated. In this scenario, on top of population growth, the impact federal and state regulations (e.g., the California Low Carbon Fuel Standard, the California Renewable Portfolio Standard, etc.) are incorporated into the emissions trajectory.

B-2.2 Source Data

Emissions forecasts derived their source data from those provided for the baseline emissions inventories. Additional information about the impact of regulatory drivers were collected online from pertinent government agency websites.

B-2.3 Forecast Assumptions

The key assumptions to develop the BAU and BAP emissions forecasts are listed below:

1. The carbon intensity of transportation fuels will be reduced to 20% below 2010 levels by 2030 due to the California Low Carbon Fuel Standard. This data was used to calculate the impact emissions from fuel through 2030, with the assumption that impact will remain level after 2030.
2. It is assumed that the California grid emission intensity will decrease linearly year by year from 2022 to 2045 and 100% clean electricity in 2045 to align with the California Climate Commitment.
3. It is assumed that passenger cars, trucks, and SUVs in Oakley will decrease due to the Advanced Clean Cars II regulation requiring that all new passenger cars, trucks, and SUVs sold in California will be zero-emission vehicles by 2035. The City of Oakley calculated the Zero Emissions Vehicle penetration forecast to calculate the rate of transition to zero emissions vehicles in the city.
4. It is assumed the City of Oakley population will grow to 68,000 people by 2042 (based on the City's General Plan). This projection was used to calculate the year-over-year population growth through 2050.

APPENDIX C: CLIMATE VULNERABILITY AND RISK ASSESSMENT

Appendix begins on the next page as a distinct attachment.

City of Oakley – Climate Vulnerability Assessment

Climate change is a global phenomenon that may affect each community differently. In recognition of this, many State legislations have been passed to reduce overall greenhouse gas emissions and "futureproof" local infrastructure against increasing climate-exacerbated risks.[1] Thus, a city or county's climate action plan is to be established, reviewed and/or updated as necessary to address updated GHG emissions forecasts and applicable climate adaptation and resiliency strategies, including a set of goals, policies, and objectives based on a vulnerability assessment. A Climate Vulnerability Assessment (CVA) serves as the foundation for the Climate Action Plan, as described in the California Air Resources Board 2022 Scoping Plan.[2]

Based on guidance from the California Governor's Office of Emergency Services (Cal OES) California Adaptation Planning Guide (APG)[3] and the Southern California Climate Adaptation Planning Guide[4] the following five steps must be completed to assess the vulnerability of the City of Oakley (City) to the effects of climate change:

1. **Exposure** – Identify the climate change effects a community will experience.
2. **Sensitivity** – Identify the key community structures, functions, and populations that are potentially susceptible to each climate change exposure.
3. **Potential Impacts** – Analyze how climate change exposure will affect the community structures, functions, and populations (impacts). Adjust the impact assessment to account for uncertainty, timing, and adaptive capacity.
4. **Adaptive Capacity** – Evaluate the community's current ability to address the projected impacts.
5. **Vulnerability Scoring** – Determine and rank potential impacts and adaptive capacity.

Each of these steps is described in detail below. Data for this CVA was collected from sources including the following:

- CalAdapt Climate Tool
- California's Fourth Climate Change Assessment, 2018[5]
- California's Fourth Climate Change Assessment, San Francisco Bay Area Regional Report, 2018
- Contra Costa County Local Hazard Mitigation Plan, 2024
- Association of Bay Area Governments, Regional Resilience Toolkit, 2019

[1] Assembly Bill 32, Senate Bill 32, Assembly Bill 1279. California Climate Policy Dashboard, Berkeley Law. Available at https://www.law.berkeley.edu/research/clee/research/climate/climate-policy-dashboard/. Accessed October 2024.

[2] California Air Resources Board (CARB), 2022 Scoping Plan for Achieving Carbon Neutrality. Available at https://ww2.arb.ca.gov/our-work/programs/ab-32-climate-change-scoping-plan/2022-scoping-plan-documents.

[3] Governor's Office of Emergency Services, California Adaptation Planning Guide, June 2020 Final Draft. Available at https://www.caloes.ca.gov/wp-content/uploads/Hazard-Mitigation/Documents/CA-Adaptation-Planning-Guide-FINAL-June-2020-Accessible.pdf. Accessed July 29, 2024.

[4] Association of Bay Area Governments (ABAG), Regional Resilience Toolkit, 2019. Available at https://abag.ca.gov/sites/default/files/regional_resilience_toolkit_0.pdf. Accessed July 29, 2024.

[5] OPR, State of California Energy Commission, and California Natural Resources Agency, California's Fourth Climate Change Assessment, 2018. Available at https://www.climateassessment.ca.gov/. Accessed July 29, 2024.

- California Adaptation Planning Guide
- California Healthy Places Index

1. Potential Climate-Related Effects

Climate change affects communities all around the world regardless of their contribution to this phenomenon. Jurisdictions across California are expected to experience different climate change effects to varying degrees based on geography, density of urban development, and environmental factors. **Table 1: Climate-Related Effects and Hazards Potentially Applicable to Oakley** below, based on guidance from the California Adaptation Planning guide, identifies the direct effects of climate change and the associated secondary effects potentially applicable to Oakley. Each of the seven is discussed in detail below. The goal of the exposure step is to characterize the community's exposure to current and projected climate hazards.

Table 1: Climate-Related Effects and Hazards Potentially Applicable to Oakley

Primary Hazard	Secondary Hazard
Air quality	Public health effects
Changed temperature and/or precipitation patterns	Drought, wildfire
Flooding	Flooding, erosion, mud or landslides; Dam and levee failure
Sea Level Rise	Storm surge, flooding, groundwater intrusion
Severe storms and extreme weather	Intense rainstorms, severe wind, flooding, lightning, hail
Temperature changes – warming	Extreme heat/heat waves
Wildfire	Erosion, landslide

The projection of the likelihood, timing, and severity of these primary and secondary hazards to impact the City is based on the trajectory of greenhouse gas (GHG) concentrations in the Earth's atmosphere, commonly referred to as Representative Concentration Pathways (RCPs). RCPs represent a combination of the historical data and estimates of concentrations through 2100, based on a set of formulated human behaviors. The pathways describe different climate futures, all of which are considered possible depending on the volume of GHGs emitted in the years to come. The Intergovernmental Panel on Climate Change (IPCC) adopted a number of RCPs in its latest assessment in its recent guidance and chose to focus on three RCPs representing a reasonable range of outcomes, as follows:

1. A low emissions scenario (RCP2.6) – this represents an aggressive emissions reduction scenario that assumes global greenhouse gas emissions will be significantly curtailed. RCP 2.6 most closely corresponds to the aspirational goals of the United Nations Framework Convention on Climate Change 2015 Paris Agreement.
2. A medium emissions scenario (RCP4.5) – this represents a mitigation scenario where global greenhouse gas emissions peak by 2040 and then decrease for the rest of the century.
3. A high emissions scenario (RCP8.5) – this represents a "business-as-usual" scenario where global greenhouse gas emissions continue to rise throughout the 21st century.

Because the RCP2.6 scenario depends on substantive changes in the current set of world-wide policies, regulations, and behaviors, it is considered unlikely, and therefore not especially helpful in a climate

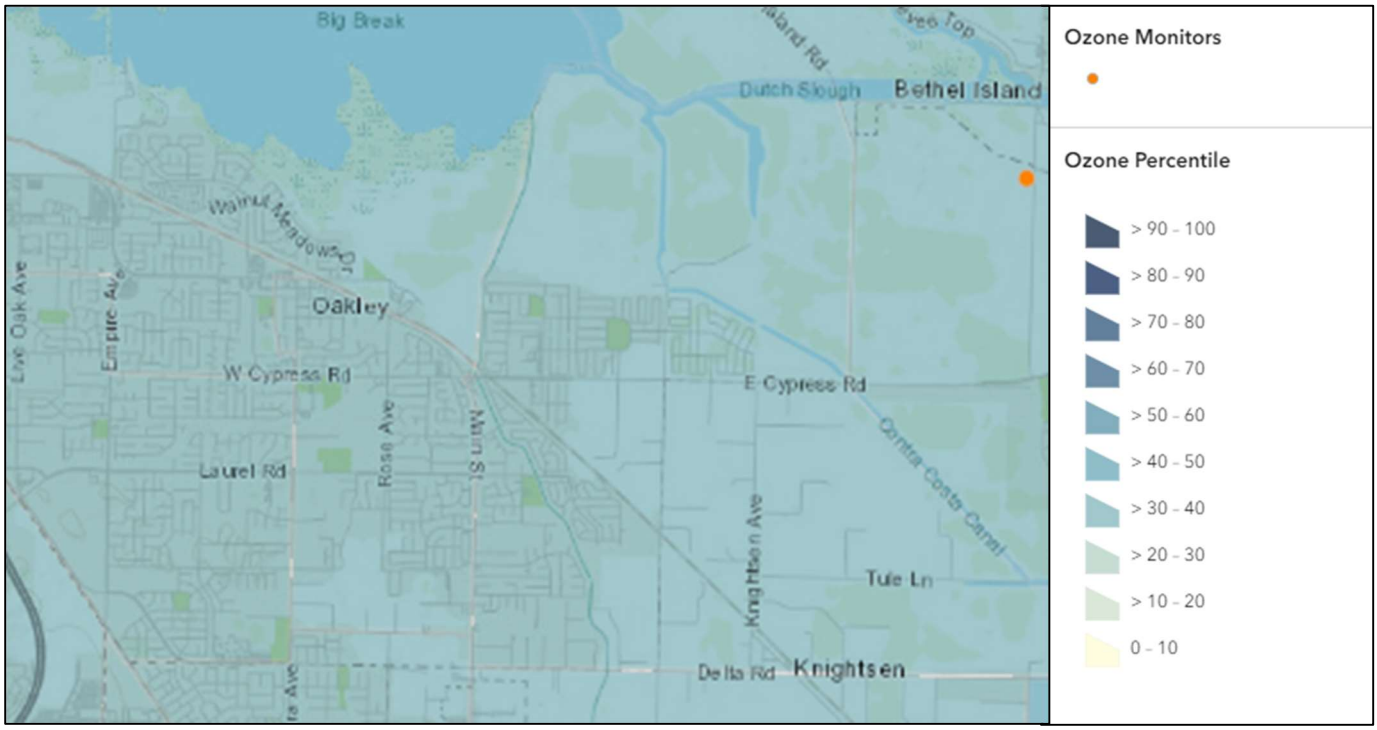
vulnerability assessment. This CVA will rely primarily on RCP8.5, the high emissions scenario, in alignment with OPR's recommendation that agencies use RCP8.5 when considering impacts through 2050 because there are minimal differences between the low and high emissions scenarios through the first half of the century. When available and illustrative, the RCP4.5 scenario may be shown for additional context.

1.1. Air Quality

The City is located in Contra Costa County, which lies in the central portion of the San Francisco Bay Air Basin (Basin). As such, the Bay Area Air Quality Management District is tasked with setting regulations to ensure that the Basin obtain and maintain the National Ambient Air Quality Standards (NAAQS) and continue progress towards meeting more stringent California Ambient Air Quality Standards (CAAQS).

According to CalEnvironScreen 4.0, as shown in **Figure 1: CalEnviroScreen 4.0 - Ozone**, census tracts in Oakley are in ozone percentiles from 35 to 40 percentile, which means the summed concentration of ozone for census tracts in Oakley is higher than 35 to 40 percent of census tracts in the State. Oakley's ozone concentrations are relatively high in comparison to the entire County, but low in comparison to the State.

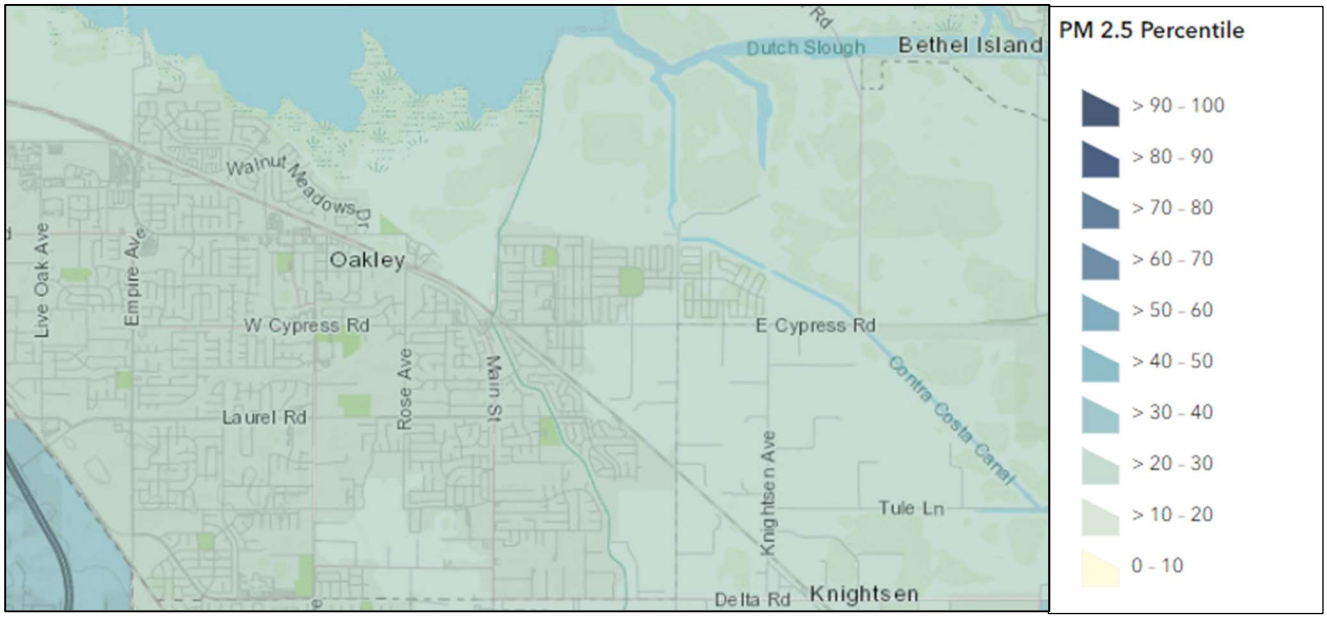
Figure 1: CalEnviroScreen 4.0 - Ozone



Source: CalEnviroScreen 4.0, Ozone Pollution Burden.

According to CalEnvironScreen 4.0, as shown in **Figure 2: CalEnviroScreen 4.0 – PM2.5**, census tracts in Oakley are in PM2.5 percentiles from 27 to 30 percentile, which means the summed concentration of PM2.5 for census tracts in Oakley is higher than 27 to 30 percent of census tracts in the State. Oakley's PM2.5 concentrations are average in comparison to the entire County, and low in comparison to the State.

Figure 2: CalEnviroScreen 4.0 – PM2.5



Source: CalEnviroScreen 4.0, PM2.5 Pollution Burden

Changes in climate can result in impacts to local air quality. Ozone is not emitted directly, rather it is formed when emissions of oxides of nitrogen (primarily from the combustion of fossil fuels) and reactive organic gases (from evaporative sources such as gasoline, solvents, paints, and other consumer and industrial products and processes) react in the presence of sunlight. Thus, it is widely recognized that atmospheric warming associated with climate change has the potential to increase ground-level ozone formation. Locally, this threatens the ability of the Basin to obtain the applicable ozone NAAQS and CAAQS under the business-as-usual (BAU) (RCP8.5) scenario.

PM is caused both by natural and anthropomorphic activities; it is emitted directly from sources (such as earth moving, smokestacks, and fires) and also forms secondarily in the atmosphere when gases and aerosols combine (from sources such as power plants, industries and automobiles). According to the United States Environmental Protection Agency (USEPA), the impact of climate change on PM is less certain, but research is underway to address these uncertainties. Climate change, such as decreasing precipitation and increasing wildfires, can result in higher emission of PM into the atmosphere.

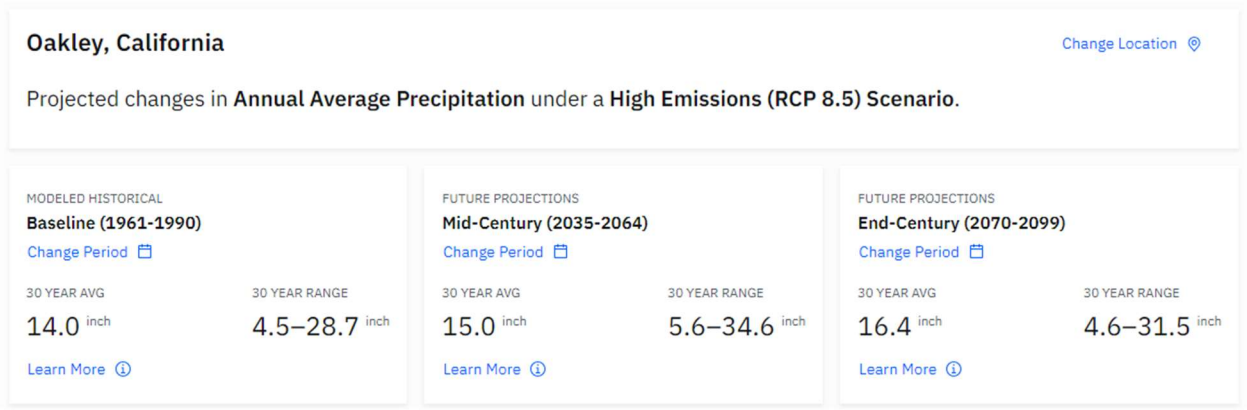
Contra Costa County is located within the Bay Area Air Quality Management District (BAAQMD). BAAQMD consists of over 30 stations that collect local air quality data, including measurements of significant air pollutants. According to the California Air Resources Board, the closest air monitoring stations to Oakley are Bethel Island (ARB #7442), Concord (ARB #07448), and San Ramon (ARB #60341). These locations were purposefully selected because these are areas with higher levels of sources and activities that emit PM.

1.2. Precipitation Changes

Oakley, like most of the Contra Costa region, is characterized by wet winters. The average precipitation observed in Oakley between 1961 and 1990 was 14.0 inches with a high of 28.7 inches and a low of 4.5 inches.[6]

As presented in **Figure 3: Annual Average Precipitation**, local annual levels of precipitation are not anticipated to change drastically for the City. It is projected that the average precipitation in Oakley from 2035 to 2064 will increase to 15.0 inches and would increase slightly to 16.4 inches in the 2070 to 2099 timeframe under the RCP8.5 scenario.[7] Changes in annual precipitation of these minimal ranges alone are not expected to pose much risk to the built or human environment. The role of changing precipitation amounts and patterns in expanding the extent or geographic distribution of vector-borne disease is not clearly understood at this time.[8]

Figure 3: Annual Average Precipitation



Source: Cal-Adapt, Annual Average Precipitation.

However, much of the subregion's potable water supply is provided by several sources, including both surface water from the Sacramento-San Joaquin Delta (Delta) and groundwater from existing wells located in the East Contra Costa Subbasin. The Diablo Water District (District) serves the City with its two sources of water derived from local groundwater and Delta water.[9] In addition, the District recognizes the City resides in a mediterranean climate that is prone to cycles of prolonged droughts. Thus, the District provides free ways for water conservation, water saving tips, gardening tips, lawn to garden rebates, and additional rebates. Based on Cal-Adapt, a climate change induced decline in the northern Sierra Nevada of 32 percent in snow water equivalence by 2050 and 77 percent by 2099 is anticipated, and declines in the southern Sierra Nevada of up to 10 percent and up to 40 percent by 2050 and 2099, respectively. Projected heat-trapping emissions could continue unabated, more precipitation will fall as rain instead of snow, and the snow that does fall will melt earlier; thus, reducing the Sierra Nevada Spring snowpack by as much as 70 to 90 percent. [10]

[6] Cal-Adapt, Annual Averages. Available at https://cal-adapt.org/tools/annual-averages/. Accessed August 2024.
[7] Cal-Adapt, Annual Averages. Available at https://cal-adapt.org/tools/annual-averages/. Accessed August 2024.
[8] Vicki Kramer, PhD, Impact of Climate Change on Vector-Borne Diseases. Available at https://oehha.ca.gov/media/downloads/climate-change/document-presentation/13humankramer.pdf. Accessed August 2024.
[9] Diablo Water District, Your Water. Available at https://diablowater.org/your-water/. Accessed August 2024.
[10] Cal-Adapt, Snowpack. Available at: https://cal-adapt.org/tools/snowpack/. Accessed August 2024.

Precipitation levels are not expected to change significantly for the Colorado River Basin. However, as temperatures rise and precipitation levels decrease on a larger geographic scale, the snowpack volume is expected to drop, potentially resulting in a 9 percent decline in the total flow of the Colorado River. According to *California's Fourth Climate Change Assessment*, the changes in Sierra Nevada snowpack will "undeniably pressure California to preemptively invest in climate adaptation measures, such as alternative water storage, water-use efficiency, and updated reservoir storage operations."[11]

Droughts are common in California, and it is widely recognized that dry conditions may be experienced more regularly in the future given the impact of climate change on California's snowpack. Currently, the Oakley and Bay Area region are classified within the -2 to 4 range of the Palmer Drought Severity Index (PDSI), where a value of -6 represents "extreme drought."[12] Drought can lead to reductions in the quality and quantity of water, degradation of air quality, increase in agricultural vectors and disease, and decreases in crop yield.[13] According to the California Department of Public Health, health consequences of drought may impact the following vulnerable/sensitive populations most: "the elderly, children, individuals of low socioeconomic status, rural communities, populations living in nursing homes, hospitalized patients, those who rely on electrical equipment to survive, farmers, and agricultural workers."[14]

1.3. Flooding

The accumulation of excess water due to increase precipitation or natural water flows has the potential to result in the flooding of nearby floodplains or low-lying valleys. Floodplains, or areas adjacent to water bodies, are especially susceptible to flooding hazards. The severity of flooding within a floodplain is directly related to the capacity and volume of the neighboring body of water or waterway. Flooding within larger, flatter floodplains occurs more predictably for longer durations.

Although CalAdapt does not provide emissions-based flooding projections, the 2024 County Local Hazard Mitigation Plan (LHMP) and San Francisco Bay Conservation and Development Commission (BCDC) Adapting to Rising Tides (ART) Web Map shows the existing flooding risks present in the City.[15] [16] According to the County's LHMP and BCDC ART map, areas within the City that are vulnerable to flooding include Big Break Regional Shoreline/ Delta Discovery Experience shoreline area, port facilities, and areas to the north

[11] California's Fourth Climate Change Assessment – San Francisco Bay Area Region Report. Available at https://www.energy.ca.gov/sites/default/files/2019-11/Reg_Report-SUM-CCCA4-2018-005_SanFranciscoBayArea_ADA.pdf. Accessed August 2024.

[12] WestWideDroughtTracker, California – PDSI. Available at https://wrcc.dri.edu/wwdt/index.php?region=ca. Accessed August 2024.

[13] California Department of Public Health (CDPH), California Building Resilience Against Climate Effects (CalBRACE) Project. Available at https://www.cdph.ca.gov/Programs/OHE/CDPH%20Document%20Library/CHVIs/Drought_802_Narrative_11-8-2016.pdf. Accessed August 2024.

[14] CDPH, CalBRACE Project, page 1.

[15] Contra Costa County Local Hazard Mitigation Plan, 2024. Available at https://www.contracosta.ca.gov/6415/Local-Hazard-Mitigation-Plan Accessed March 2025.

[16] BCDC ART. East Contra Costa County Web Map. Available at https://eccexplorer.adaptingtorisingtides.org/explorer. The interactive map displays flooding extent from 100-year storm events and may vary due to "the variable influence of large rivers in the Delta" such as peak riverine stream flows and soil deposits.

surrounding Marsh Creek Watershed. There are no major roads that pass through the 100-year floodplain, however the roads provide access to Port facilities that connect to the broader Bay Area. Additionally, some roads are built above the flood level, and others function as levees to prevent flooding.[17] Since precipitation is expected to remain fairly consistent, increased flood hazards due to annual average precipitation is unlikely. However, the increase in the frequency and intensity of severe rainstorms in the future (see Section 1.5.1 below) may result in increased risk of localized flooding events.

1.4. Sea Level Rise

Sea level rise is described in the CA Adaptation Planning Guide as "…the long-term rise of mean high tide levels along the coast" that occurs over the course of decades. The phenomenon occurs from the rapid and permanent melt of glaciers and ice sheets that swell ocean systems. Secondary impacts of sea level rise include coastal flooding from storm surges, flooding from groundwater intrusion, and shoreline erosion. Salinity and pH levels can also increase as previously dry areas of the delta are under water, impacting water quality and habitat quality. Sea level rise can also result in inundation of toxic waste facilities or brownfields, further exacerbating water pollution and human health conditions. According to the San Francisco Bay Conservation and Development Commission, delta regions in eastern Contra Costa County are expected to experience 7- to 13-inches of sea level rise by mid-century[18] [19]. SLR projections are based on global greenhouse gas emissions modeled from current "business-as-usual" scenarios. Shorelines provide a natural buffer from storms and flooding that protect inland infrastructure; however, severe storm events combined with sea level rise can exacerbate flooding due to the Delta's large freshwater inflows. Sea level rise can also result in increased algal blooms and saltwater intrusion that alters the biological composition of wetland areas. Additional impacts to urban environments include overtopped levees, saltwater intrusion, decreased recreational opportunities, destruction to physical buildings and roads, and decreased water availability that reduces productivity of agricultural farmlands. The Alameda tide gauge provides locally relevant predictions for the Delta region in San Franscisco Bay, including the City. Additionally, increased frequency of severe storm events, further described in **Section 1.5 Severe Storms and Extreme Weather** below, is anticipated to accelerate flooding and erosion of land mass that impacts existing infrastructure and puts future development along shorelines in question.

The City is situated along the Sacramento-San Joaquin River delta which experiences tidal influence from the larger San Francisco Bay and Suisun Bay west of the City. The City boundaries to the north encompass the shoreline area and includes City assets such as the Big Break Regional Shoreline. The East Contra Costa ART Sea level rise projections map is the best available science for mapping sea level rise inundation for inland delta communities in the Bay area. According to the East Contra Costa ART Project[20], the shoreline area is anticipated to experience SLR inundation at a depth of 2- to 45-inches by mid-century, as shown in **Figure 4: Projected Sea Level Rise – 12'' Scenario**. **Figure 5: Projected Sea level Rise – 100-year storm and 12" Scenario** is an extreme scenario and shows that infrastructure located within approximately 200

[17] Contra Costa County Local Hazard Mitigation Plan, 2024.

[18] Ocean Protection Council (OPCC), "State of California Sea-Level Rise Guidance 2018 Update". Available at https://www.opc.ca.gov/webmaster/ftp/pdf/agenda_items/20180314/Item3_Exhibit-A_OPC_SLR_Guidance-rd3.pdf. Accessed August 2024.

[19] The webtool, ART East Contra Costa Flood Explorer, utilizes 2018 SLR models. A 2024 guidance document with updated SLR models was adopted in June 2024 and replaces the previous 2018 guidance document.

[20] East Contra Costa Adapting to Rising Tides (ART) Map. Accessed on September 2024 at https://eccexplorer.adaptingtorisingtides.org/about.

to 2,000 feet (or below a 10-foot elevation) of the shoreline is anticipated to be overtopped and would inundate City assets. Assets affected includes roads such as Lauritzen Lane and Tule Lane, Delta Discovery Experience, residences surrounding Delaney Park, Willow Park marina, and other development surrounding the canal. An existing levee along East Cypress Road & Bethel Island Road protects the residential development of Summer Lake but under extreme conditions is anticipated to inundate the surrounding area, including residential development along Sandmound Boulevard and E. Cypress Road, and County Fire Station No. 95. Some assets, such as roads and parks, are more adaptive to SLR inundation.

Figure 4: Projected Sea Level Rise – 12" Scenario

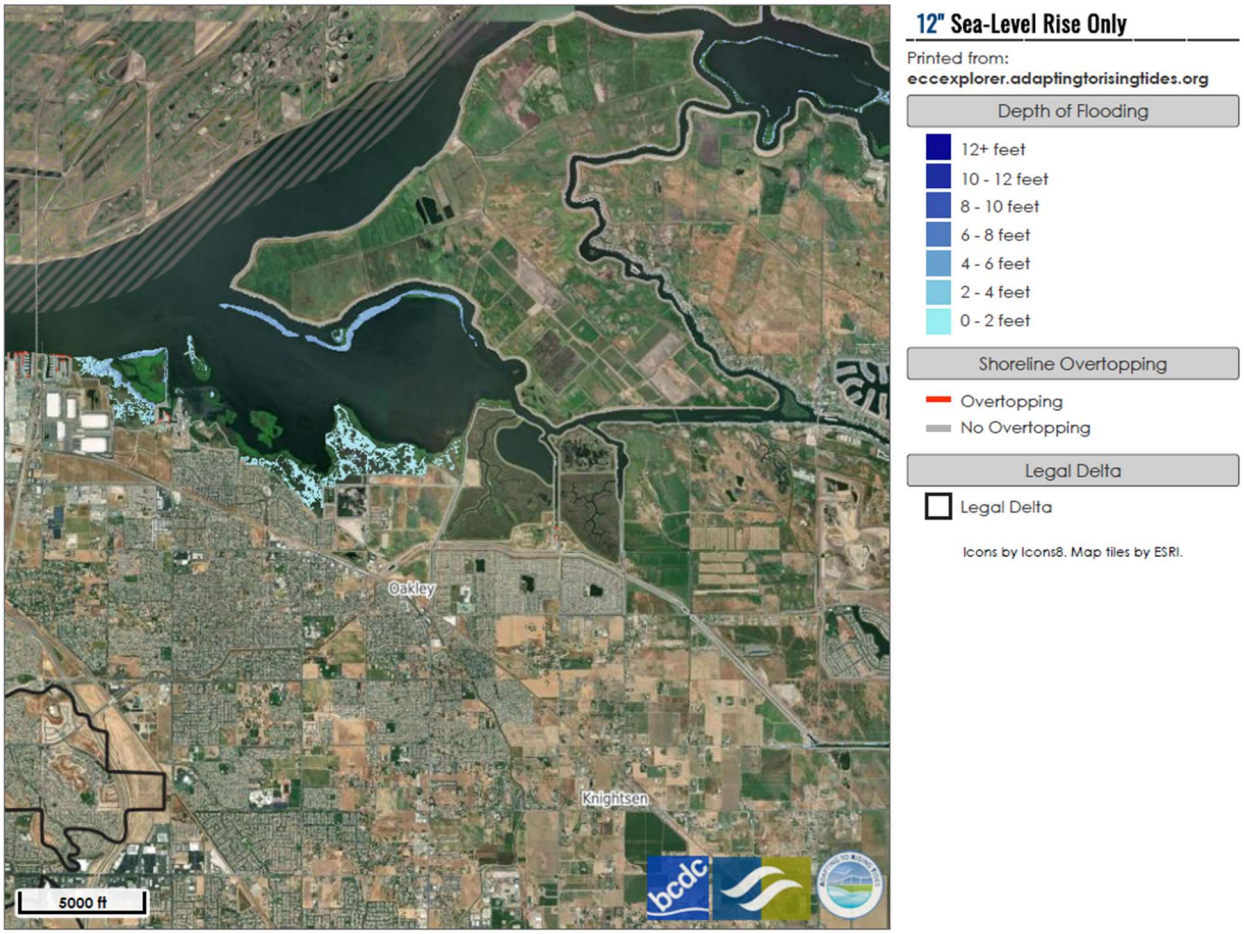
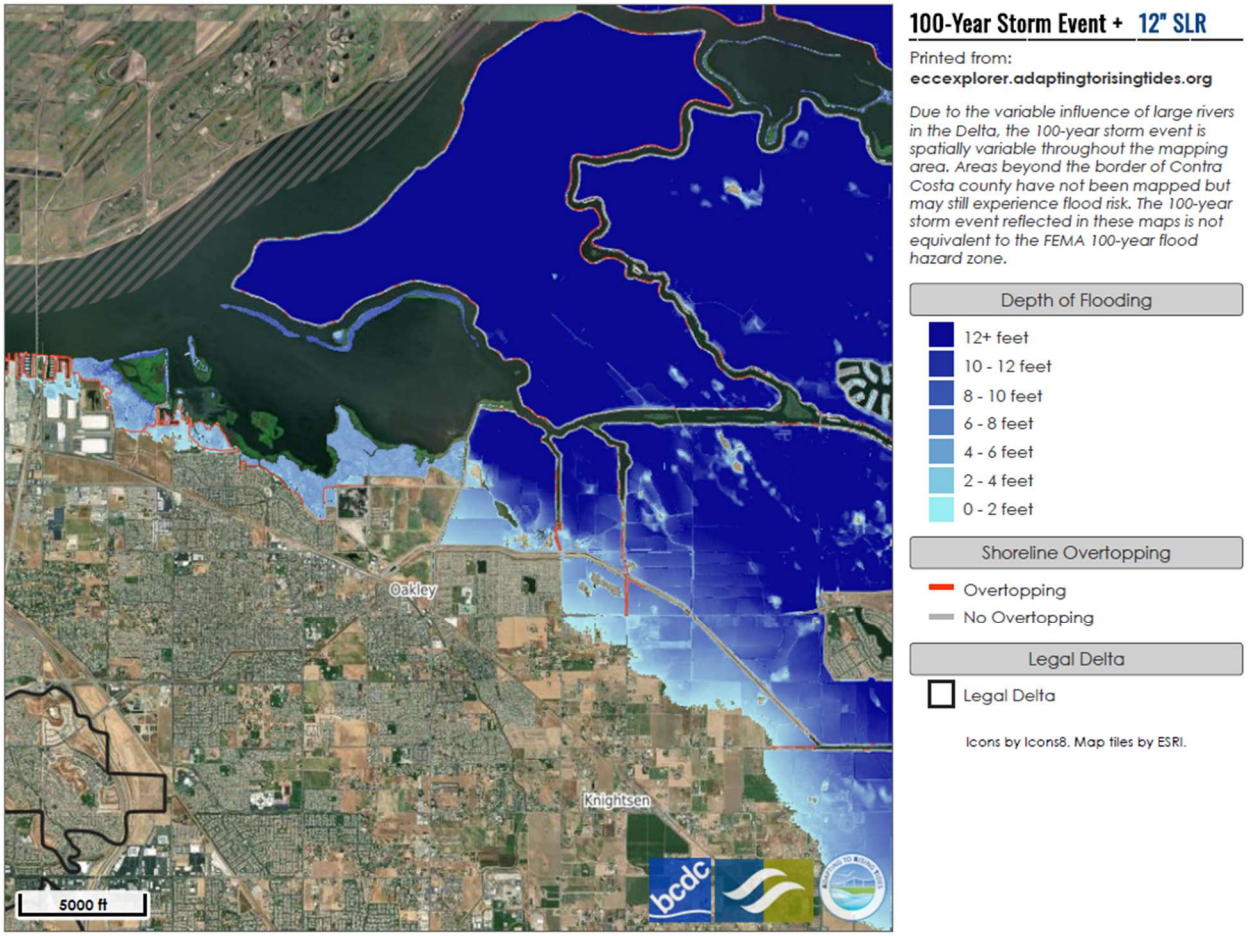


Figure 5: Projected Sea Level Rise –12" Scenario with 100 Year Storm Event



1.5. Severe Storms and Extreme Weather

California's Fourth Climate Change Assessment explains that, despite model predictions of only small changes in average precipitation in the Bay Area region, overall, precipitation in the Bay Area will continue to exhibit high year-to-year variability with very wet and very dry years. Please refer to the discussion of precipitation changes and droughts in Section 1.2 above. This section also addresses land and mudslides that may result from severe rain events.

1.5.1. Severe Rainstorms

In the Bay Area, extreme precipitation often arrives via so called "atmospheric rivers," which the National Oceanic and Atmospheric Administration (NOAA) defines as "a flowing column of condensed water vapor in the atmosphere responsible for producing significant levels of rain and snow, especially in the Western United States."[21] Further, the NOAA recognizes that atmospheric rivers "that contain the largest amounts of water vapor and the strongest winds can create extreme rainfall and floods."[22] Data presented in *California's Fourth Climate Change Assessment* suggests that little change is projected for summer and

[21] National Oceanic and Atmospheric Administration (NOAA), What are atmospheric rivers?. Available at https://www.noaa.gov/stories/what-are-atmospheric-rivers. Accessed August 2024.

[22] Ibid.

fall precipitation, but larger changes may occur in winter and spring. In general, precipitation in northern regions of California is projected to increase. The data also suggests that the frequency of atmospheric river events may increase in the future. Please refer to Section 1.3 for discussion of the change in potential flooding impacts that could affect the City.

1.5.2. Extreme Weather

In addition to extreme rain events, other severe weather phenomena, including strong winds, hail, and lightning, may occur with increased frequency. Severe weather can pose direct hazards resulting in injury or death, damage to buildings, structures, infrastructure, and trees, fires, and diminished or blocked transportation access. Extreme weather can lead to secondary effects, such as wildfires, and can lead to increased fire spread and intensity. According to the County's LHMP, "incapacity and loss of roads [and utilities] are the primary…failures resulting from severe weather".[23]

1.5.3. Diablo Winds

During the spring and fall, hot and dry winds, known as the Diablo winds, from the northeast occur in the Bay Area. Diablo winds occur below canyons in the East Bay Hills (Diablo range) and in extreme cases can exceed 60 miles per hour (mph). The winds blow into the inner Bay Area from the direction of Mount Diablo and are created by a combination of strong inland high pressure at the surface, strongly sinking air aloft, and lower pressure off the California coast. Oakley and Contra Costa County is subject to high winds from thunderstorms and other severe weather events. Contra Costa County is located in the Federal Emergency Management Agency (FEMA)'s Wind Zone I, where wind speeds can reach up to 130 mph. *California's Fourth Climate Change Assessment* recognizes the uncertainty in predicted changes to the patterns of winds due to global climate change. Hot and dry conditions, combined with offshore winds (Diablo winds) in autumn create high risk conditions that spread fires.

The Bay Area electrical grid is vulnerable to power outages during wind and wildfire events. Under scenarios of climate change, extreme storm events with stronger winds may become more frequent. The electrical grid may face more frequent and severe threats in the coming decades.[24]

1.5.4. Landslides

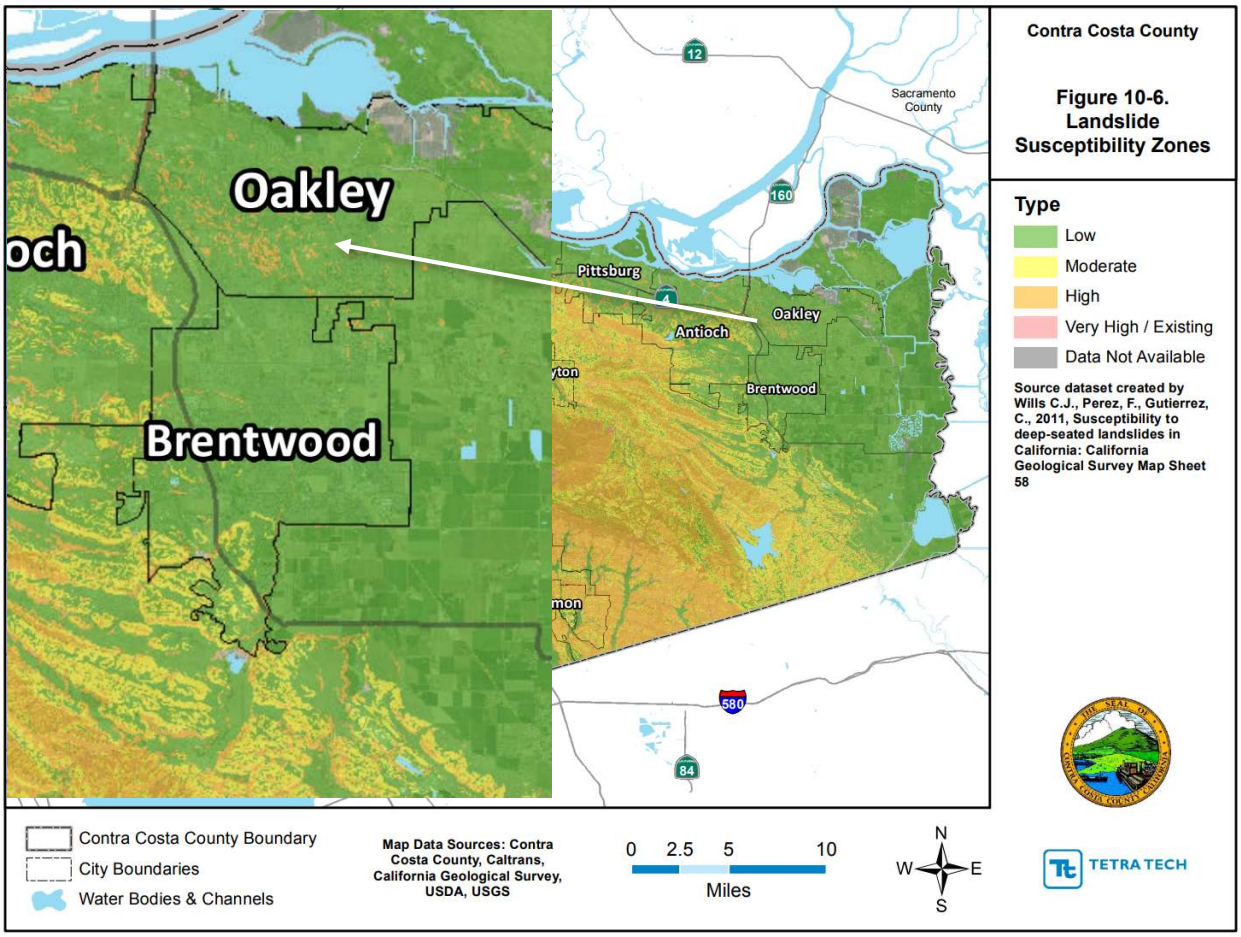
Weather-induced landslides occur when a hillside becomes unstable, caused by severe or persistent rain events, causing soil and rocks to slide downslope. In some cases, the hillsides can become so saturated that slope failures result in a mudslide, a mixture of soil and water moving downslope. Unstable hillsides, such as those denuded of vegetation by wildfires or drought, are at greater risk of land- and mudslides. The climate change-induced increase in rainfall, especially severe rain events, may result in an increase in landslides and mudslides.

Landslides caused by seismic hazards, liquefaction, ground shaking, and subsidence are of high concern in the City. Although seismic hazards are not climate related, geologic hazards can constrain evacuation routes and limit the City's ability to respond to emergencies. As discussed in the LHMP, "climate change may impact storm patterns, increasing the probability of more frequent, intense storms with varying duration. Increase in global temperature is likely to affect the snowpack and its ability to hold and store water. Warming temperatures also could increase the occurrence and duration of droughts, which would increase the probability of wildfire, reducing the vegetation that helps to support steep slopes. All of these

[23] Contra Costa Draft Hazard Mitigation Plan, page 11-12, 11-14.
[24] California's Fourth Climate Change Assessment, San Francisco Bay Area Region, page 46.

factors would increase the probability for landslide occurrences."[25] The LHMP ranks landslides with a high hazard risk ranking for Contra Costa County; however, most of Oakley is rated as low landslide susceptibility with a few pockets of high landslide susceptibility, as shown in **Figure 6: Landslide Zones.** The majority of landslide zones are located in areas of higher topography, such as Marsh Creek State Park. Given the relatively level slopes throughout the majority of the City, the landslide potential is low. The landslide potential increases in hilly terrain towards the west and south. The LHMP details the estimated value of structures and assets within the City, valuating at $422,038,535.

Figure 6: Landslide Zones



Source: Contra Costa County, Local Hazard Mitigation Plan.

1.6. Temperature Changes

A rise in temperature has been observed in many California communities, including those in Contra Costa County. The County LHMP does not provide temperature change information specific to the City; however, CalAdapt provides multiple temperature change variables to consider. Overall, trends in Bay Area annual average, maximum, and minimum temperatures is expected to increase by 4.6°F from 1961 to 1990 under RCP8.5 high emissions scenarios by mid-century. Average maximum temperatures and

[25] Contra Costa Local Hazard Mitigation Plan, page 14-12.

extreme heat days are expected to continue to rise. Extreme heat days are anticipated to increase by 16 days.

In the projections based on the RCP8.5 scenario, Oakley could experience an average maximum temperature of 77.9°F during the years 2035 to 2064. Through 2099, the projections for Oakley include an average maximum temperature of 81.3°F. **Figure 7: Annual Average Maximum Temperature** provides the estimated annual average of hottest daily temperatures for Oakley in an RCP8.5 scenario. According to the California Office of Environmental Health Hazard Assessment (OEHHA) and California Department of Public Health (CDPH), disruptions in weather patterns due to global climate change, such as warmer spring temperatures and overall increases in temperatures will "likely alter the distribution and occurrence of West Nile virus, Lyme disease, hantavirus, and other insect or animal transmitted diseases in California."[26]

Figure 7: Annual Average Maximum Temperature

Observed (1961-1990) 30yr Average: 73.0 °F

		30yr Average	30yr Range
Baseline (1961-1990)			
MODELED HISTORICAL	-	73.1 °F	72.9 - 73.4 °F
Mid-Century (2035-2064)			
MEDIUM EMISSIONS (RCP 4.5)	+3.7 °F	76.8 °F	75.3 - 78.0 °F
HIGH EMISSIONS (RCP 8.5)	+4.6 °F	77.7 °F	75.9 - 79.5 °F
End-Century (2070-2099)			
MEDIUM EMISSIONS (RCP 4.5)	+4.8 °F	77.9 °F	76.0 - 80.2 °F
HIGH EMISSIONS (RCP 8.5)	+8.0 °F	81.1 °F	78.2 - 84.8 °F

Source: Cal-Adapt, Annual Average Maximum Temperature.

1.6.1. Extreme Heat Days

According to *California's Fourth Climate Change Assessment*, "while all parts of the Bay Area are projected to get warmer, inland areas will heat up more than coastal areas." Extreme heat days are defined as a day in a year when the daily maximum temperature on any day in April through October exceeds the 98th historical percentile of maximum temperatures between 1961 and 1990.[27] According to CalAdapt, the extreme heat temperature threshold is 101.3°F for Oakley. The average number of extreme heat days observed for the City in the years 1961 to 1990 was four days per year. In the RCP8.5 high emissions scenario, Oakley is projected to experience 11 to 31 additional extreme heat days per year between the years 2035 and 2064. **Figure 8: Number of Extreme Heat Days by Year** provides an estimated number of extreme heat days for the City in an RCP8.5 scenario. This is a 16-day increase from the annual extreme heat days observed during the years 1961 and 1990. Models predict the number of extreme heat days in Oakley may rise to 33 days per year in the 2070 to 2099 timeframe.

An increase in extreme heat days can correlate with an overall increase in temperature. Further, the heightened frequency of extreme heat days can pose a risk to sensitive communities such as persons with

[26] Vicki Kramer, PhD, Impact of Climate Change on Vector-Borne Diseases.
[27] Cal-Adapt, Extreme Heat. Available at https://cal-adapt.org/tools/extreme-heat/. Accessed January 31, 2024.

homelessness, senior citizens, and persons with disabilities. This would create a greater reliance on high energy demand electrical equipment, such as air conditioning. The increased use of equipment may impact the demands in the State's power grid and could increase the risk of blackout events. Heat waves pose increased health risks due to urban heat islands and lack of local experience and cooling infrastructure (air conditioning) in bayside cities. These risks are compounded for low-income communities.[28]

Figure 8: Number of Extreme Heat Days by Year

Observed (1961-1990) 30yr Average: 4 days

		30yr Average	30yr Range
Baseline (1961-1990)			
MODELED HISTORICAL	-	4 days	3 - 5 days
Mid-Century (2035-2064)			
MEDIUM EMISSIONS (RCP 4.5)	+12 days	16 days	10 - 25 days
HIGH EMISSIONS (RCP 8.5)	+15 days	19 days	11 - 31 days
End-Century (2070-2099)			
MEDIUM EMISSIONS (RCP 4.5)	+16 days	20 days	12 - 37 days
HIGH EMISSIONS (RCP 8.5)	+33 days	37 days	24 - 70 days

Source: Cal-Adapt, Extreme Heat Days.

1.7. Wildfire

Across California, wildfire season typically runs between late summer to early spring, but the California Department of Forestry and Fire Protection (CalFire) reports that fires are starting earlier and ending later with each passing year. Intense dry seasons, warmer spring and summer temperatures, reduced snowpack, and earlier snowmelt make forests and vegetation more susceptible to wildfires. CalFire estimates the length of fire season had increased by 75 days in 2020. Natural events, such as warm and dry Diablo winds, which typically occur in the spring and fall, further increase the growth of fires and threat to the region. According to the LHMP, the geography, weather patterns, and vegetation in the East Bay area provide ideal conditions for recurring wildfires.

According to the National Fire Protection Association (NFPA), during 2011-2015, fire departments throughout the United States responded to an estimated average of 306,000 brush, grass, and forest fires per year.[29] According to the Global Institute of Sustainable Forestry at Yale University, taxpayers spent more than $1.6 billion to combat more than 88,400 fires nationwide.[30] Many of these fires burned in wildland urban interface (WUI) areas and exceeded the fire suppression capabilities of those areas. Additionally, in 2021, the Forest Service spent $3.7 billion and the Department of Interior spent $648,000

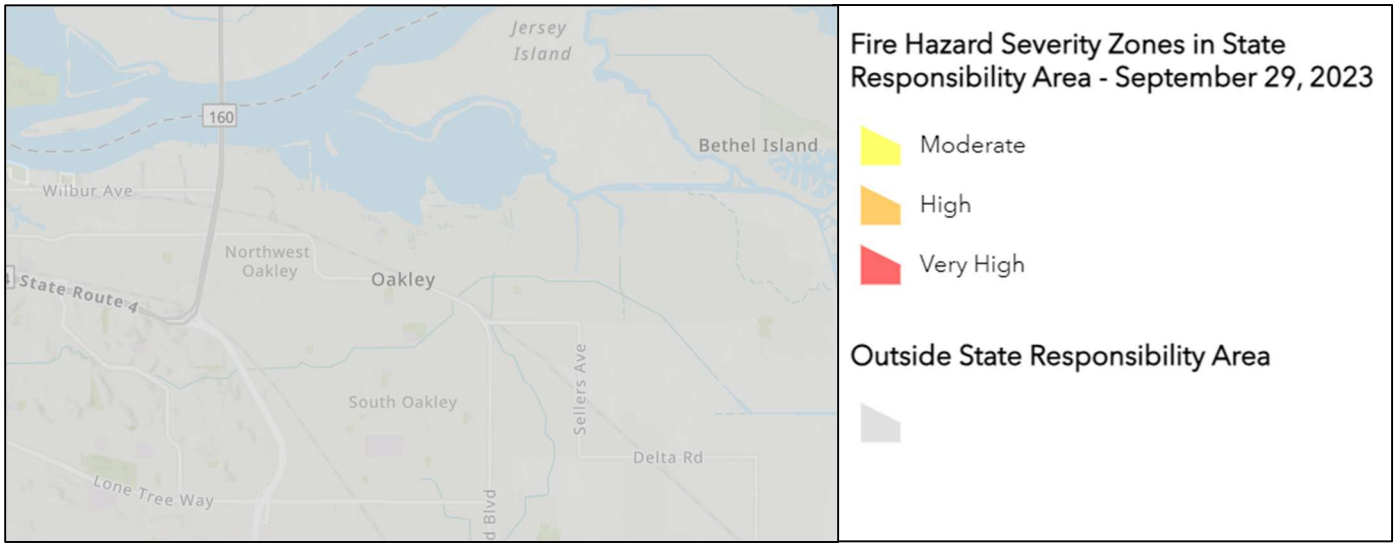
[28] California's Fourth Climate Change Assessment, San Francisco Bay Area Region Report, page 8.

[29] National Fire Protection Assocation (NFPA), Brush, Grass, and Forest Fires, September 2018. Available at https://www.nfpa.org/education-and-research/research/nfpa-research/fire-statistical-reports/brush-grass-and-forest-fires. Accessed August 2024.

[30] Morton et al, Assessing the Environmental, Social, and Economic Impacts of Wildfire, May 2003. Available at https://yff.yale.edu/sites/default/files/files/wildfire_report(1).pdf. Accessed August 2024.

in fire suppression costs. [31]According to CalFire's Very High Fire Hazard Severity Zone (VHFHSZ) Map and Oakley General Plan, there are no parcels within the City that are located in a VHFHSZ nor in any High, Moderate or other Fire Hazard Severity Zone (FHSZ) (Refer to **Figure 9: Fire Hazard Severity Zones**). In terms of wildland and urban fire hazards, the City is entirely within the boundaries of critical Fire Weather Class 3, which correlates to 9 ½ or more days per year of moderate, high, and extreme fire hazard. The Class 3 category is the highest in the County, with Class 1 having less than 1 day per year, and Class 2 having 1 to 9 ½ days per year. [32] Though the City does not have any VHFHSZs or FHSZ, the General Plan includes goals, policies, and programs related to fire hazards and protection. An example of a goal is to promote a high level of emergency preparedness to protect public health and safety in the event of a natural or human-caused disaster. A policy under this goal is to require the provision of fire fighting equipment access to open space areas in accordance with the Fire Protection Code and to all future development in accordance with Fire Access Standards.

Figure 9: Fire Hazard Severity Zones



2. Social Vulnerability

This section describes demographic and socioeconomic characteristics of the City that are potentially disproportionately impacted by climate change risks. Some populations, particularly those that are low-income, non-white, and disabled disproportionately experience pollution burdens caused by industry and commerce. The impacts are accelerated by climate change and can decrease economic opportunities, public health, and overall quality of life. CalEPA identifies these areas as "disadvantaged communities" and utilizes funding provided by SB 535 (De Leon, 2012) and AB 1550 (Gomez, 2016) to invest in planning and infrastructure upgrades. This section follows the California Air Resources Board Climate Vulnerability Metric to identify categories of social vulnerability i.e., age, energy costs, employment sectors, and property insurance claims, and the impacts on social groups based on projected climate scenarios.

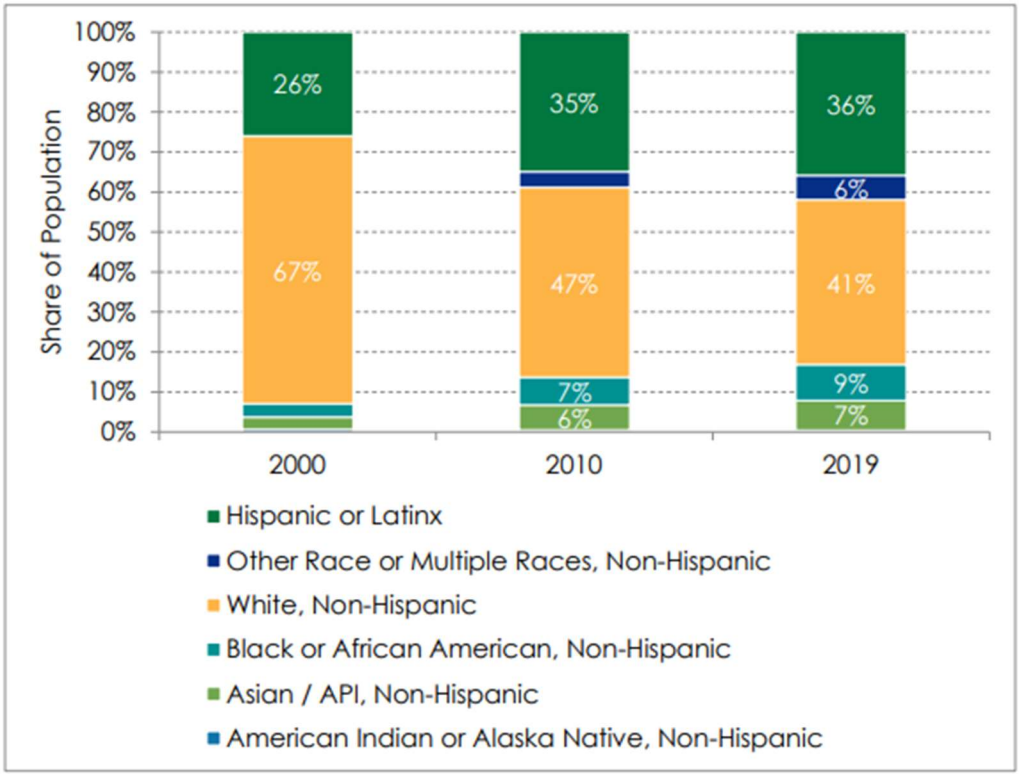
[31] United States Senate, A Burning Issue: The Economic Costs of Wildfires. Available at https://www.budget.senate.gov/imo/media/doc/Mr.%20Nicolas%20Loris%20-%20Testimony%20-%20Senate%20Budget%20Committee3.pdf. Accessed August 2024.

[32] City of Oakley, General Plan Focused General Plan Update. Available at https://b0b2eb52.rocketcdn.me/wp-content/uploads/2022/07/Oakley-General-Plan_Adopted-2022-01-11.pdf. Accessed August 2024

2.1 Vulnerable Populations

Young children and young adults make up more than a third of the City's population. According to the US Census Bureau 2019 ACS estimates, the highest percentage of age groups are ages 5-14 (17.7%) and age 15-24 (15.2%). The largest racial and ethnic group are Non-Hispanic White; however, Hispanic or Latinx and other non-Hispanic race groups are the fastest growing racial groups and make up more than half of the City's population[33] (see **Figure 10: Racial and Ethnic Composition, City of Oakley** below). According to the US Census Bureau 2019 ACS 5-year estimates, more than half of households in the City have an income of $100k or greater[34]. Households with moderate to above-moderate median incomes tend to be homeowners and White. In the City, 10.7% of the population has a disability of some kind with ambulatory and cognitive difficulties being the most common type of disability. Although housing tenure (renter, owner) among racial groups vary, low-income renters with disabilities and young children are considered vulnerable populations and may be more exposed to climate change impacts.

Figure 10. Racial and Ethnic Composition, City of Oakley[35]



Notes: Data for 2019 represents 2015-2019 ACS estimates.

The Census Bureau defines Hispanic/Latino ethnicity separate from racial categories. For the purposes of this graph, the "Hispanic or Latino" racial/ethnic group represents those who identify as having Hispanic/Latino ethnicity and may also be members of any racial group. All other racial categories on this graph represent those who identify with that racial category and do not identify with Hispanic/Latino ethnicity.

Source: ABAG Housing Element Data Package, U.S. Census Bureau, Census 2000, Table P004; U.S. Census Bureau, American Community Survey 5-Year Data (2015-2019), Table B03002.

[33] 2023-2031 Oakley Housing Element, Chapter 2

[34] The median income for a single-person householder is $99,950.

[35] Ibid.

Significant income disparities exist among households in the City. Households with limited income may experience less access to a wide range of resources that are perpetuated by historic redlining and discrimination. The City contains a census tract (6013302005) that is identified as a disadvantaged community, as shown in **Figure 11: SB 535 Disadvantaged Communities** below. The census tract is adjacent to former chemical plant that is currently an industrial logistics center located south of the railway. The census tract also contains hazardous materials facilities such as auto repair shops and metal scrap yards[36]. The definition considers CalEnviroScreen scores in its identification of disadvantaged communities, as shown in **Section 1.1 Air Quality** above.

Another measure of social vulnerability to climate change is through costs to the consumer. The CARB climate vulnerability metric ("CVM") provides another perspective of assessing the impacts of climate change at the census tract level. According to the CVM, the City of Oakley is anticipated to experience an annual damage to human welfare equivalent to roughly one percent of tract-level income by mid-century[37]. The metric is primarily driven by higher mortality risk and lower hours worked in the City and larger Bay Area compared to the rest of the State. Flood-related property damage costs is anticipated to increase. Electricity consumption appears to remain stable while natural gas consumption decreases. The CVM shows that how climate, demographics, and socioeconomic conditions vary as the climate warms through mid-century under a moderate emissions scenario (RCP4.5).

The California Healthy Places Index (HPI) also provides another measure of social vulnerability by utilizing a percentile ranking based on a jurisdiction's community conditions. Conditions consider the social drivers of health i.e., education, job opportunities, access to clean air and water, access to transportation options and healthcare, dignified housing, and other attributes as indicators of a healthy community (Refer to **Figure 12: City of Oakley HPI Score**). The City has healthier conditions than 67.3% of other jurisdictions in California; however, it is lower than the County average (91.1 percentile) indicating that significant disparities may exist among jurisdictions within the County. Assessing social vulnerability across the City can help jurisdictions understand their community's resilience when interacting with climate change phenomena.

[36] 2024 County Local Hazard Mitigation Plan, City of Oakley Annex.

[37] CARB Climate Vulnerability Metric. 2022. Accessed on October 2024 at https://ww2.arb.ca.gov/sites/default/files/2022-11/2022-sp-appendix-k-climate-vulnerability-metric_0.pdf.

Figure 11: SB 535 Disadvantaged Communities

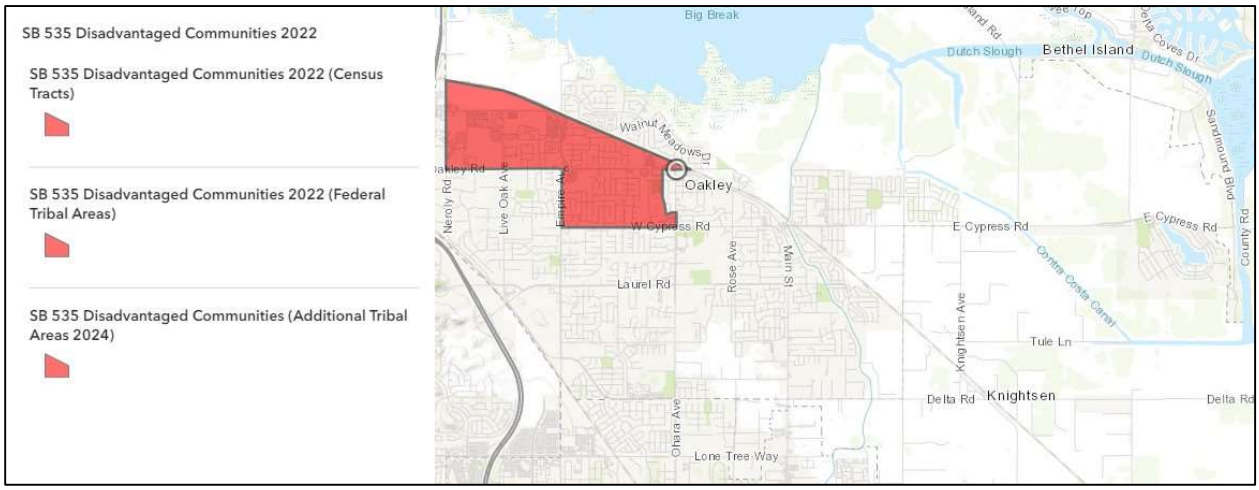
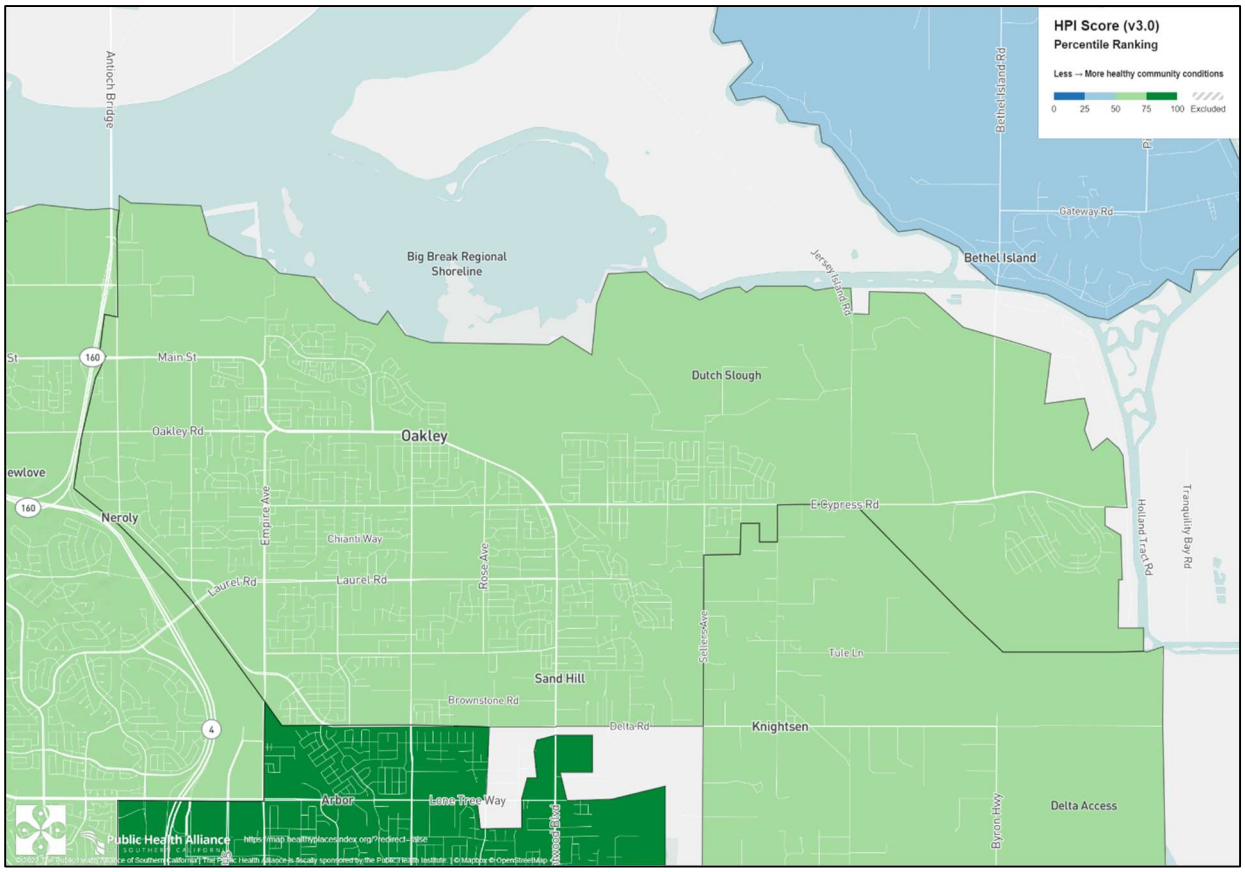


Figure 12: City of Oakley HPI Score



3. Conclusion

The long-term climate effects predicted to be experienced by Oakley include changes in precipitation amounts and patterns, increase in flooding, increased temperature, increase in SLR, and wildfires. Local annual levels of precipitation in Oakley are not anticipated to change drastically with slight increases in the latter decades of this century. The City's flood risk due to annual average precipitation is not projected to be substantially impacted by climate change as precipitation is expected to remain fairly consistent. However, the increase in the frequency and intensity of severe rainstorms in the future may result in increased risk of localized flooding events.

In general, precipitation in northern regions of California is projected to increase. As the City is part of the Delta region, SLR is also anticipated to increase and secondary impacts such as storm surge, groundwater inundation, and erosion may intensify. Temperature changes in Oakley are projected to change in terms of extreme heat days, with a resultant increase on the reliance of climate modifying appliances such as air conditioning. An increase of extreme heat days poses a greater risk to sensitive communities such as homeless residents, senior citizens, and people with disabilities. In terms of wildfire, no areas within the City were identified in a VHFHSZ or FHSZ, and the City's vulnerability to wildfire is likely to remain the same even with a changing climate. Vulnerable communities in the City reside in the census tract 6013302005 as it is adjacent to a former chemical plant and is surrounded by other hazardous material facilities. The City was also found to have an HPI score of 67.3%; thus, indicated, the City has 67.3% healthier conditions than other jurisdictions in California.

APPENDIX D: CLIMATE ANALYSIS

Appendix begins on the next page as a distinct attachment.

Asset	Address	Ownership	Built	Use Category	Asset Type	Source	KH Notes	City Notes
Del Antico Basin	37.992742, -121.708840			Detention basin	Water Resources	City GIS map		
Teakwood Basin	37.995870, -121.728593			Detention basin	Water Resources	City GIS map		
Sandy Lane Basin	38.002132, -121.744906			Detention basin	Water Resources	City GIS map		
Live Oak Basin	38.003682, -121.739674			Detention basin	Water Resources	City GIS map		
Stirrup Drive Basin	37.993953, -121.746826			Detention basin	Water Resources	City GIS map		
Frandoras Circle Drainage Channel	37.991724, -121.754762			Detention basin/Levee	Water Resources	City GIS map		
Piper Channel	38.007024, -121.722946			Detention basin/Levee	Water Resources	City GIS map		
Terra Verde Lane Basin	37.990880, -121.749372			Detention basin	Water Resources	City GIS map		
Diablo Water District	87 Carol Lane, Oakley Ca 94561	County Water District Law of California	1953	Also serves Cypress Corridor, and Hotchkiss Tract, as well as Summer Lakes, and portions of Bethel Island and Knightsen.	Water Resources	City of Oakley Emergency Operations Plan; 2024 County LHMP		
Freedom High School	1050 Neroly Rd, Oakley, CA 94561	Liberty Union High School District	2002	Joint-use school/community park area	Educational	Parks, Trails, Recreation Master Plan 2030; 2024 County LHMP	Also contains communication facilities (critical infrastructure)	
Gehringer School	100 Simoni Ranch Rd, Oakley, CA 94561	Operated by Oakley Union Elementary School District	1980	Joint-use school/community park area	Educational	Parks, Trails, Recreation Master Plan 2031		
Laurel Elementary School	South of Laurel Road near Nutmeg Fields Street	Operated by Oakley Union Elementary School District		Joint-use school/community park area	Educational	Parks, Trails, Recreation Master Plan 2032		
Oakley Elementary School	Corner of Norcross Lane and West Ruby Street	Operated by Oakley Union Elementary School District		Joint-use school/community park area	Educational	Parks, Trails, Recreation Master Plan 2033		
Antioch/Oakley Regional Shoreline Park	End of Bridgehead Road. At the site of the old Highway 160 Bridge				Recreational	Parks, Trails, Recreation Master Plan 2038	High biological sensitivity	
Big Break Regional Shoreline/ Delta Discovery Experience	69 Big Break Rd, Oakley CA 94561	East Bay Regional Park Districts		Used for environmental education, recreation, and ecological restoration	Recreational and nature preserve	City of Oakley Website -Recreation/Parks section	Appurtenant structures include trails, picnic and meadow areas, amphitheater, boat launch facilities, Antioch fishing pier, visitor center building. Much of property is underwater or tidal marshlands, with some uplands along the southerly edge. Sensitive to changes in water quality i.e., algal blooms. High biological sensitivity.	The Antioch fishing pier is by the bridge. This location has a much smaller covered dock structure. I'm unsure if it has a name. This website has much better info: https://www.ebparks.org/parks/big-break
Big Break Marina	100 Big Break Rd unit B, Oakley, CA 94561				Recreational and industrial	2020 General Plan	Located in Northwest Oakley Planning Area - visions for future as primary employment center	This are is not industrial although an adjacent use is a legal non-conforming construction materials business with shipping access. The marin is zoned Commercial Recreation-Aquatic (CR-A) District. The reference to industrial and a vision for an employment center is for the Northwest Oakley Planning Area, but not specifically this or any of the mrains in the subarea.
Driftwood Marina	6338 Bridgehead Rd, Oakley, CA 94561				Recreational	2020 General Plan	Located in Northwest Oakley Planning Area - visions for future as primary employment center	
Antioch fishing pier	38.019559, -121.750840				Recreational	City of Oakley Website -Recreation/Parks section		
Legless Lizard Preserve		Owned by the District		Home to endangered species of the legless lizard and was fenced off to provide protection and habitat for research and study	Recreational	City of Oakley Website -Recreation/Parks section		This is listed as a park, but it is not for recreational purposes. The preserve is off-limits to human activity.
EBMUD Aqueduct	From the Delta area of Black Diamond and Contra Loma Regional Parks			primarly for agricultural use.	Recreational	City of Oakley Website -Recreation/Parks section		
Marsh Creek Regional Trail	Meanders along the Marsh Creek flood control channel and connects to the Big Break access trail. Between Oakley and Brentwood				Recreational	City of Oakley Website -Recreation/Parks section		
Oakley Police Department	3231 Main St, Oakley, CA 94561		2016		Government Building	City of Oakley Website - Police section		
East Contra Costa Fire Protection District Station 93	540 O'Hara Ave, Oakley, CA 94561	Contra Costa County Fire Protection District	2011		Government Building	City of Oakley Website - Fire section; Measures E&G section; CCCFPD website	Fire protection and emergency response services	The East Contra Costa Fire Protection District no longer exists. All operations were absorbed by the Contra Costa County Fire Protection District. URL to Fire District's website: https://www.cccfpd.org/
Contra Costa County Fire Station No. 95	3200 E Cypress Rd, Oakley, CA 94561	Contra Costa County Fire Protection District			Government Building	City of Oakley Website - Fire section; Measures E&G section; CCCFPD website	Fire protection and emergency response services	
City Hall	3231 Main St, Oakley CA 94561	City of Oakley		Administrative services	Government Building	City of Oakley website	Emergency operations center and response	
Mt. Diablo Resource Recovery	85 Carol Lane, Oakley, Ca 94561	Service provided through a franchise agreement. Agreement between the City of Oakley and Oakley Disposal Service.		Disposal Services	Waste Management	City of Oakley Emergency Operations Plan		
Randall-Bold Water Treatment Plant	38.000674, -121.702133	Diablo Water District (joint owner)	1992		Water Resources	2024 County LHMP	Provides sewage collection, treatment and disposal services to the City of Oakley	I think the descriptions in the notes for this and the item below are mixed up. Randall-Bold water treatment plan only treats water. Ironhouse Santitary District only treats sewage.
Iron House Sanitary District	450 Walnut Meadows Drive Oakley, Ca 94561		1945		Water Resources	City of Oakley Emergency Operations Plan; 2024 County LHMP	Provides treated water to about 360,000 people in central and east areas of County	"Ironhouse" (one word) Sanitary District. Does not provide treated water, handles sewage. I believe this site is mislabeled as "Randall-Bold" on some online maps, perhaps Google Maps. Randall-Bold is located south or Laurel Road and east of Neroly Road.
La Clinica Oakley	2021 Main St, Oakley, CA 94561		2011		Medical	City of Oakley Website - Hospital/Clinics section		
John Muir Medical Center	2400 Balfour Road, Brentwood, (the end of Highway 4 Bypass at Balfour Road and Concord Avenue	City of Brentwood - provides service to Greater Brentwood/East County region			Medical	City of Oakley Website - Hospital/Clinics section		
Kaiser Permanente	5601 Deer Valley Rd, Antioch	City of Antioch			Medical	City of Oakley Website - Hospital/Clinics section	Level one trauma center	
Sutter Delta Medical Center	3901 Lone Tree Way, Antioch	City of Antioch			Medical	City of Oakley Website - Hospital/Clinics section		
Contra Costa Regional Medical Center	2500 Alhambra Avenue in Martinez	City of Martinez - serves the entire county			Medical	City of Oakley Website - Hospital/Clinics section		

Almond Grove School	5000 Amaryllis Street Oakley, CA 94561	Operated by Oakley Union Elementary School District	2014		Educational	City of Oakley Website - School section		
Delta Vista Middle School	4901 Frank Hengel Way, Oakley, CA 94561	Operated by Oakley Union Elementary School District	2001		Educational	City of Oakley Website - School section		
Iron House School	4801 Frank Hengel Way, Oakley, CA 94561	Operated by Oakley Union Elementary School District	1862		Educational	City of Oakley Website - School section		
Summer Lake School	4320 E Summer Lake Dr, Oakley, CA 94561	Operated by Oakley Union Elementary School District	2020		Educational	City of Oakley Website - School section		
The Commons at Oak Grove Apartments	53 Carol Lane, Oakley				Residential - Senior and family Housing	City of Oakley Website - Seniors Section		
Summer Creek Place	4950 Empire Ave, Oakley		2001		Residential - Senior and family Housing	City of Oakley Website - Seniors Section		
Golden Oak Manor	5000 Kelsey Lane, Oakley		1995		Residential - Senior and family Housing	City of Oakley Website - Seniors Section		
Kamps Propane	1433 Main Street, Oakley			Hazardous Materials Facilities	Industrial	City of Oakley Emergency Operations Plan	Identified as hazardous facility in EOP	
Kragen Auto Parts	100 E Cypress, Oakley			Hazardous Materials Facilities	Commercial	City of Oakley Emergency Operations Plan	Identified as hazardous facility in EOP	
Suburban Propane	30 Delta Rd. Oakley			Hazardous Materials Facilities	Industrial	City of Oakley Emergency Operations Plan	Identified as hazardous facility in EOP	
Telephone Systems	Throughout City			Overhead utilities	Utility	City of Oakley Emergency Operations Plan; GIS Map		
Radio Systems	Throughout City			Overhead utilities	Utility	City of Oakley Emergency Operations Plan; GIS Map		
Microwave Systems	Throughout City			Overhead utilities	Utility	City of Oakley Emergency Operations Plan; GIS Map		
Transmission Lines	Throughout City			Overhead utilities	Utility	City of Oakley Emergency Operations Plan; GIS Map		
Substations/generation	Throughout City				Utility	City of Oakley Emergency Operations Plan		
PG&E Company Antioch Gas Terminal Facility	5900 Bridgehead Rd, Oakley CA 94561	Pacific Gas and Electric Co.		Underground gas pipes	Utility	Google Maps		
Oakley Generating Station	6000 Bridgehead Rd, Oakley CA 94561	Pacific Gas and Electric Co.	1996	Natural gas fired power plant	Utility	Google Maps	Filed for permanent closure of facility to CA Energy Commission in 2019	This facility was never constructed.
Mantelli Pump Station #4	37.983120, -121.623709				Utility	City GIS map		
Sandhound Pump Station #3	37.996088, -121.625475				Utility	City GIS map		
Dutch Slough Pump Station #2	38.011549, -121.649787				Utility	City GIS map		
Burroughs Pump Station #1	38.010630, -121.663192				Utility	City GIS map		
Main and Minor Pumps	Throughout City (north of E Cypress Rd & east of Main St)				Utility	City GIS map		
Natural gas pipelines	Along E Cypress Rd, Laurel Rd, Empire Ave, Hwy 4, and Hwy 160				Utility	City GIS map		
Highway 4 (Main Street)	Critical areas include the Highway 4/Highway 160 Exchange and the Rose Avenue Bridge				Transportation	City of Oakley Emergency Operations Plan		Routes that could be used to evacuate the City: - Laurel Road due west to Highway 4 interchange or City of Antioch beyond. - Main Street due west to Highway 160 interchange or City of Antioch beyond. - Empire Avenue due south to Cities of Antioch and Brentwood. - O'Hara Avenue due south to City of Brentwood. - Main Street due south to City of Brentwood. - Sellers Avenue to south to Unincorporated Contra Costa County. - Interchange at Wilbur Avenue and Highway 160.
Vintage Parkway Overpass	38.000289, -121.719097			Highway bridge	Transportation	City of Oakley Emergency Operations Plan	Bridge that bisects railway - overpass	
Rose Avenue Overpass	37.995245, -121.704082			Railway bridge	Transportation	Google Maps	Railway overpass above Rose Avenue - connects to water district facilities across from railway	
E Cypress Rd Pass	37.990651, -121.694888			At-grade railway and road pass	Transportation	Google Maps		
Marsh Creek Overpass	37.991439, -121.696063			Railway bridge	Transportation	Google Maps	Railway overpass above Marsh Creek Regional Trail - located near levees to the north; Asset may be inundated; ART map shows depth of flooding = 1.25 feet (12: SLR w/ 100yr storm)	
Bridgehead Road Overpass	5825-5751 Bridgehead Rd, Oakley, CA 94561			Railway bridge	Transportation	Google Maps	Railway overpass bridge above Bridgehead Rd	
Burlington northern and Santa Fe (BNSF) Railway					Transportation	City of Oakley Emergency Operations Plan	For e-commerce (delivery for logistics centers)	
Bike Lanes (Class I, II, and III)	Throughout City				Transportation	https://cityofoakley.maps.arcgis.com/apps/mapviewer/index.html?layers=faf5e3b965f347f4a9eee2fe845838e9		
Holland Tract Road and Delta Road					Transportation	City of Oakley Website - East Cypress Emergency Evacuation Information		
Oakley Library and Community Center	1050 Neroly Rd, Oakley, CA 94561	Contra Costa County operates the Oakley library			Civic	City of Oakley Website - Oakley Library		
Tri Delta Transit (aka Eastern Contra Costa Transit Authority (ECCTA))	Throughout City (multiple stops). A few are included below: Main Street and Norcross Lane Ohara Ave and Acme Street Ohara Ave and East Home Street Ohara Ave and West Home Street Ohara Ave and Las Dunas Ave				Transportation	City of Oakley Website - Transportation Transit Services	Providing public transit fixed route and paratransit service	
Oakley Park & Ride Lot	37.992714, -121.699017	ECCTA Special Purpose District			Transportation	2024 County LHMP	Identified as cirtical facility for Tri Delta Transit	
Bay Area Rapid Transit (BART)	Nearest one to Oakley is the Antioch Station				Transportation	City of Oakley Website - Transportation Transit Services		
Amtrak Station	Previously Antioch Station. Station will be located behind Main Street between Second Street and Norcross Lane.				Transportation	City of Oakley Website - Transportation Transit Services		

CalTrain	Downtown Oakley, north of the Main Street and O'Hara Avenue intersction.				Transportation	City of Oakley Website - Transportation Transit Services		CalTrain Oakley Platform curent start of construction ETA is early 2025.
Oakley Port & Yard	38.010292, -121.730800				Economic Development	GIS Web Map; 2020 Oakley General Plan	Zoned for business park and commercial recreational	
Agricultural farmland	Throughout City	Various private owners		Row crops, vineyards	Agriculture	2020 Oakley General Plan		
Mazzoni-Live Oak Vineyard	5181 Live Oak Ave, Oakley CA 94561				Agriculture	https://historicvineyardsociety.org/vineyard/live-oak		
Downtown Oakley	Main St (between 2nd St and Cure Dr)				Zoning & Development	2020 Oakley General Plan	Downtown Specific Plan area - planned for mixed use development to accommodate forcasted growth	
Levees	Eastern City boundaries surrounding Summer Lake subdivision, along Sandmound Blvd, Dutch slough Dr, Marsh Creek regional trail, north Sellers Ave, and along Contra Costa Canal)	Reclamation District		Flood management	Water Resources	2024 County LHMP	Protections against flooding	
Storm Drain Lines	Throughout City	City of Oakley Public Works		Flood management	Water Resources	https://cityofoakley.maps.arcgis.com/apps/ma	Some areas w/in City with vineyards designated Agricultural Limtied (to protect and provide reflections on the City's hisotirc and continuing agrarian practices); Ag lots for sale - rapidly being converted to logistics or housing.	
Former DuPont Chemical Plant	northwest Oakley area along Neroly Rd			Hazardous Materials Facilities	Waste Management	2020 Oakley General Plan; 2024 County LHMP	Oakley has a hazardous materials facility located in a floodplain; DuPont site is in the cleanup process.	- The site has been cleaned up and developed as the Oakley Logistics center (also refered to as Contra Costa Logistics center).
Auto Repair/Metal Scrap Yard	northwest Oakley area along Neroly Rd			Hazardous Materials Facilities	Waste Management	2021 Oakley General Plan; 2024 County LHMP		
Lauritzen Yacht Harbor	northwest Oakley near Lauritzen Ln and Antioch bridge				Recreational	2020 Oakley General Plan	Located in Northwest Oakley Planning Area - visions for future as primary employment center	

Note:
Additional Source: https://cityofoakley.maps.arcgis.com/apps/webappviewer/index.html?id=1a56fc55b35e413dbcc2f305f2eea5da
Empty cells indicate relevant data was not available

			Vulnerability						
Sectors	**Climate Hazard**	**Special Asset**	**Sensitivity**	**Probability**	**Magnitude**	**Adaptive Capacity**	**Take Action or Accept Risk**	**Type of Action Anticipated**	**Adaptation Strategy**
Agriculture	Precipitation Changes	Farmland and Vineyards	As the city of Oakley has a connection to the Delta, agriculture is a fundamental component of the community's character. Historically, agriculture has been the economic activity in and around the city. The total developed agricultural land in the city is 38.6 acres. Based on the Oakley general plan, agricultural limited zones bordered by Carpenter Road, Brown Road, and Laurel Road. Zoned agriculture areas are to the southeast of the city west of Carpenter Road and the near the central east of the city near Knighten Avenue, Sellers Avenue, and East Cypress Road. The city of Oakley is characterized by wet winters; however, the city resides in a mediterranean climate that is prone to cycles of prolonged droughts. The city of Oakley is comprised primarily of lowland soil associations, with some tidal flat-delta-marsh lowland along the northern boundary of the City. Lowland soil associations are classified as slow to very slow permeability, highly expansive, and corrosive with slight erosion hazards. The tidal flat-delta-marsh lowland soils are highly expansive, very highly corrosive and moderately to slowly permeable. In addition, majority of Oakley is comprised of Class Delhi sand - used to grow irrigated almonds, vineyards and other fruit crops, and some walnuts - which is classified as "excessively drained soils" where runoff is slow or very slow. = **Medium Sensitivity**	Average precipitation between 1961 to 1990 was 14 inches with a high of 28.7 inches and a low of 4.5 inches. It is projected that average precipitation from 2035 to 2064 will increase to 15.0 inches and would increase slightly to 16.4 inches in 2070 to 2099. Based on the FEMA NRI, total events on record from precipitation changes (e.g. drought) is 1,358 with an annualized frequency of 61.7 events per year. = **Medium Probability**	The expected annual loss for agriculture value due to precipitation changes (e.g. drought) is $426,670 with a expected annual FEMA NRI loss score of 77.7 (relatively high). = **High Magnitude** As agricultural is one of the main economic activities in and around the city, precipitation changes may negatively impact existing farmland and vineyards; thus, reducing economic opportunities for the city. Agriculture is also a considered a fundamental component of the community's character. Loss of agriculture due to precipitation changes would significantly jeopardize the future community of Oakley.	Measures to combat precipitation changes include plant protection products that can help protect vineyards from fungal diseases. Canopy management is also a potential solution as it will shade agriculture from excessive water; however, these operations require labor and should be implemented at the earliest convenience of plant growth. = **Low Adaptive Capacity**	Take Action	Coordinate with other agencies	Continue or initiate coordination with agencies such as, but not limited to, Contra Costa County Department of Conservation and Development, Contra Costa Health Services, Hazardous Materials Program Office, Contra Costa County Fire Protection District, Contra Costa County Office of Emergency Services, Contra Costa County Cities Citizen Corps, Contra Costa County Office of the Sheriff.
Agriculture	Flooding	Farmland and Vineyards	As the city of Oakley has a connection to the Delta, agriculture is a fundamental component of the community's character. Historically, agriculture has been the economic activity in and around the city. The total developed agricultural land in the city is 38.6 acres. Based on the Oakley general plan, agricultural limited zones bordered by Carpenter Road, Brown Road, and Laurel Road. Zoned agriculture areas are to the southeast of the city west of Carpenter Road and the near the central east of the city near Knighten Avenue, Sellers Avenue, and East Cypress Road. Based on the FEMA National Risk Index (NRI), the City of Oakley was identified to have a very high rating and a score of 80.7. = **High Sensitivity**	Based on the FEMA NRI, total events on record from severe weather (e.g. riverine flooding) is 2 with an annualized frequency of 0.0 events per year. = **Low Probability** Based on the City of Oakley Emergency Operations Plan, floods are infrequent but can range from low, moderate, and high severity.	The expected annual loss for agriculture value due to flooding (e.g. riverine flooding) is $104,458 with a expected annual FEMA NRI loss score of 51.8 (relatively moderate). The flooding of farmlands and vineyards would heavily oversaturate soils; thus, potentially rotting away the roots of crops. The loss of economic value due to flooding for agriculture is therefore moderate. = **Medium Magnitude** Zoned agricultural areas are streets away from potential riverine flooding sources (e.g. the Contra Costa Canal); thus magnitude of impacts would low-moderate.	Measures to combat flooding include adequate drainage systems. This may include a system that maintains the watercourse, improves drainage, and removes sediment that accumulates over time. In addition to an adequate drainage system, in-ditch and downstream conservation practices can help control water to protect landscapes. = **Medium Adaptive Capacity**	Accept Risk		
Agriculture	Severe storms and extreme weather	Farmland and Vineyards	As the city of Oakley has a connection to the Delta, agriculture is a fundamental component of the community's character. Historically, agriculture has been the economic activity in and around the city. The total developed agricultural land in the city is 38.6 acres. Based on the Oakley general plan, agricultural limited zones bordered by Carpenter Road, Brown Road, and Laurel Road. Zoned agriculture areas are to the southeast of the city west of Carpenter Road and the near the central east of the city near Knighten Avenue, Sellers Avenue, and East Cypress Road. The city of Oakley is characterized by wet winters; however, the city resides in a mediterranean climate that is prone to cycles of prolonged droughts. The city of Oakley is comprised primarily of lowland soil associations, with some tidal flat-delta-marsh lowland along the northern boundary of the City. Lowland soil associations are classified as slow to very slow permeability, highly expansive, and corrosive with slight erosion hazards. The tidal flat-delta-marsh lowland soils are highly expansive, very highly corrosive and moderately to slowly permeable. In addition, majority of Oakley is comprised of Class Delhi sand - used to grow irrigated almonds, vineyards and other fruit crops, and some walnuts - which is classified as "excessively drained soils" where runoff is slow or very slow. = **Medium Sensitivity**	Based on the FEMA NRI, total events on record from severe weather (e.g. hail) is 30 with an annualized frequency of 1.8 events per year. = **Low Probability**	The expected annual loss for agriculture value due to severe storms (e.g. hail) is $335 with a expected annual FEMA NRI loss score of 30.4 (relatively low). = **Low Magnitude**	Measures to combat severe storms and extreme weather include plant protection products that can help protect vineyards from fungal diseases. Canopy management is also a potential solution as it will shade agriculture from excessive water; however, these operations require labor and should be implemented at the earliest convenience of plant growth. = **Low Adaptive Capacity**	Accept Risk		
Agriculture	Temperature changes - warming	Farmland and Vineyards	As the city of Oakley has a connection to the Delta, agriculture is a fundamental component of the community's character. Historically, agriculture has been the economic activity in and around the city. The total developed agricultural land in the city is 38.6 acres. Based on the Oakley general plan, agricultural limited zones bordered by Carpenter Road, Brown Road, and Laurel Road. Zoned agriculture areas are to the southeast of the city west of Carpenter Road and the near the central east of the city near Knighten Avenue, Sellers Avenue, and East Cypress Road. The extreme heat temperature threshold for the city of Oakley is 101.3 degrees Fahrenheit. = **High Sensitivity**	The city of Oakley could experience an average temperature of 77.9 degrees Fahrenheit during the years 2035 to 2064. Through 2099, this projection is anticipated to increase to an average maximum temperature of 81.3 degrees Fahrenheit. The average number of extreme heat days recorded for the City in the years 1961 to 1990 was four days per year. In the years 2035 to 2064, the city is projected to experience 11 to 31 additional extreme heat days per year. Further, models predict the number of extreme heat days in the city may rise to 33 days per year in the 2070 to 2099 timeline. = **Medium Probability** Based on the FEMA NRI, total events on record from severe weather (e.g. heat wave) is 0.0 with an annualized frequency of 0.0 events per year.	The expected annual loss for agriculture value due to severe weather (e.g. heat wave) is $15,350 with a expected annual FEMA NRI loss score of 62.2 (relatively high). Further, some primary areas zoned agriculture are mainly concentrated near the intersection of Laurel Road and Brown Road. This area is not located near the Big Break shorelines; thus, ocean cooling would not be applicable to combat extreme warm temperatures. However, there are some pockets of land located near the shoreline such as near Sanmouth Boulevard within the northeast boundary of the City which is near the water body, Dutch Slough. Ocean cooling may help combat warmer temperatures here. = **High Magnitude**	Measures to combat temperature warming include proper irrigation management, fertilization, and crop selection. The city of Oakley mostly includes agriculture such as grapes, almonds, and apricots which all require large quantities of water and are sensitive to extreme heat. = **Low Adaptive Capacity**	Take Action	Coordinate with other agencies	Continue or initiate coordination with agencies such as, but not limited to, Contra Costa County Department of Conservation and Development, Contra Costa Health Services, Hazardous Materials Program Office, Contra Costa County Fire Protection District, Contra Costa County Office of Emergency Services, Contra Costa County Cities Citizen Corps, Contra Costa County Office of the Sheriff.
Agriculture	Wildfire	Farmland and Vineyards	As the city of Oakley has a connection to the Delta, agriculture is a fundamental component of the community's character. Historically, agriculture has been the economic activity in and around the city. The total developed agricultural land in the city is 38.6 acres. Based on the Oakley general plan, agricultural limited zones bordered by Carpenter Road, Brown Road, and Laurel Road. Zoned agriculture areas are to the southeast of the city west of Carpenter Road and the near the central east of the city near Knighten Avenue, Sellers Avenue, and East Cypress Road. According to Contra Costa County Local Hazard Mitigation Plan, the geography, weather patterns, and vegetation in the East Bay area provide ideal conditions for recurring wildfires. Based on the CalFire Very High Fire Hazard Severity Zone (VHFHSZ) Map and City of Oakley General Plan, there are no parcels within the City that are located in a VHFHSZ nor in any high moderate or other fire hazard severity zone. The city is within the boundaries of critical fire weather class 3 which correlates to 9.5 more days per year of moderate, high, and extreme fire hazard. = **Low Sensitivity**	Based on the FEMA NRI, total events on record from wildfire is not applicable with an annualized frequency of 0.0 events per year. Based on the City of Oakley Emergency Operations Plan, wildland fires are infrequent with moderate severity. = **Low Probability**	The expected annual loss for agriculture value due to wildfire is $1,743 with a expected annual FEMA NRI loss score of 27.6 (relatively low). = **Low Magnitude**	Measures to combat wildfire include creating greenbelt buffer zones from agriculture, reducing vegetation, and occasional prescribed fires. = **High Adaptive Capacity**	Accept Risk		
Agriculture	Sea Level Rise	Farmland and Vineyards	As the city of Oakley has a connection to the Delta, agriculture is a fundamental component of the community's character. Historically, agriculture has been the economic activity in and around the city. The total developed agricultural land in the city is 38.6 acres. Based on the Oakley general plan, agricultural limited zones bordered by Carpenter Road, Brown Road, and Laurel Road. Zoned agriculture areas are to the southeast of the city west of Carpenter Road and the near the central east of the city near Knighten Avenue, Sellers Avenue, and East Cypress Road. The City of Oakley is situated along the San Joaquin River delta which experiences tidal influence from the larger San Francisco Bay and Suisun Bay west of the City. The city of Oakley is characterized by wet winters; however, the city resides in a mediterranean climate that is prone to cycles of prolonged droughts. The city of Oakley is comprised primarily of lowland soil associations, with some tidal flat-delta-marsh lowland along the northern boundary of the City. Lowland soil associations are classified as slow to very slow permeability, highly expansive, and corrosive with slight erosion hazards. The tidal flat-delta-marsh lowland soils are highly expansive, very highly corrosive and moderately to slowly permeable. In addition, majority of Oakley is comprised of Class Delhi sand - used to grow irrigated almonds, vineyards and other fruit crops, and some walnuts - which is classified as "excessively drained soils" where runoff is slow or very slow. = **Medium Sensitivity**	Based on the FEMA NRI, total events on record from sea level rise is not applicable with an annualized frequency of 0.0 events per year. Under a 12-inch, 24-inch, 36-inch, and 83-inch sea level rise scenarios, zoned agricultural lands are anticipated to have a maximum inundation depth ranging from 0-2 feet. = **Low Probability**	The expected annual loss for agriculture value due to sea level rise is $0 with a expected annual FEMA NRI loss score of 0.0 (no expected annual losses). With a 12-inch SLR scenario and 100-yr storm event, the shoreline area is anticipated to experience SLR inundation at a depth of 2- to 45-inches. = **Low Magnitude**	Measures to combat sea level rise include improving the soil health (e.g., planting cover crops and deep-rooted perennials) where some agriculture grow. This can help soil health by making it more resilient to damp an dry periods. = **Medium Adaptive Capacity**	Accept Risk		
Recreational	Precipitation Changes	Legless Lizard Preserve	This preserve is approximately 7.5 acres that includes tree-covered sand dunes and is located between the Atchison Topeka & Santa Fe railroad right-of-way and Walnut Meadows Drive in the Big Break Area. = **Medium Sensitivity**	Average precipitation between 1961 to 1990 was 14 inches with a high of 28.7 inches and a low of 4.5 inches. It is projected that average precipitation from 2035 to 2064 will increase to 15.0 inches and would increase slightly to 16.4 inches in 2070 to 2099. Based on the FEMA NRI, total events on record from precipitation changes (e.g. drought) is 1,358 with an annualized frequency of 61.7 events per year. = **Medium Probability**	Leggless lizards usually prefer loose, sandy soils with some plant cover and moisture. With precipitation changes (heavier precipitation), legless lizards may have increased difficulty finding dry shelter. In addition, as the preserve itself comprises of tree-covered sand dunes, precipitation changes could oversaturate the soils in the dunes; thus impacting the natural habitat for the lizards. The lizards may also be more active and require more food supply. On the contrary, with precipitation changes (drought), legless lizards may face increased dehydration and food shortages due to the lack of water for their prey. = **Medium Magnitude**	As the preserve is located on the 100-year floodplain, the surface and subsurface conditions help slow runoff and allow time for ground infiltration. This also helps recharge groundwater aquifers and naturally purify the water. = **High Adaptive Capacity**	Accept Risk		

Recreational	Flooding	Legless Lizard Preserve	This preserve is approximately 7.5 acres that includes tree-covered sand dunes and is located between the Atchison Topeka & Santa Fe railroad right-of-way and Walnut Meadows Drive in the Big Break Area. = **Medium Sensitivity**	Based on the FEMA NRI, total events on record from severe weather (e.g. riverine flooding) is 2 with an annualized frequency of 0.0 events per year. Based on the FEMA NRI, total events on record from severe weather (e.g. riverine flooding) is 2 with an annualized frequency of 0.0 events per year. Based on the City of Oakley Emergency Operations Plan, floods are infrequent but can range from low, moderate, and high severity. = **Low Probability**	Increased flooding may impact legless lizards by drowning them in low-lying areas. In addition, as the preserve itself comprises of tree-covered sand dunes, precipitation changes could oversaturate the soils in the dunes; thus impacting the natural habitat for the lizards. = **High Magnitude**	As the preserve is located on the 100-year floodplain, the surface and subsurface conditions help slow runoff and allow time for ground infiltration. This also helps recharge groundwater aquifers and naturally purify the water. = **High Adaptive Capacity**	Accept Risk		
Recreational	Severe storms and extreme weather	Legless Lizard Preserve	This preserve is approximately 7.5 acres that includes tree-covered sand dunes and is located between the Atchison Topeka & Santa Fe railroad right-of-way and Walnut Meadows Drive in the Big Break Area. = **Medium Sensitivity**	Based on the FEMA NRI, total events on record from severe weather (e.g. hail) is 30 with an annualized frequency of 1.8 events per year. = **Low Probability**	Severe storms and extreme weather may alter the existing preserve; thus, increasing the difficulty for the wildlife in the preserve. Severe storms may include secondary hazards such as flooding which may impact wildlife by drowning them in low-lying areas. = **High Magnitude**	As the preserve is located on the 100-year floodplain, the surface and subsurface conditions help slow runoff and allow time for ground infiltration. This also helps recharge groundwater aquifers and naturally purify the water. = **High Adaptive Capacity**	Accept Risk		
Recreational	Temperature changes - warming	Legless Lizard Preserve	This preserve is approximately 7.5 acres that includes tree-covered sand dunes and is located between the Atchison Topeka & Santa Fe railroad right-of-way and Walnut Meadows Drive in the Big Break Area. = **Medium Sensitivity**	The city of Oakley could experience an average temperature of 77.9 degrees Fahrenheit during the years 2035 to 2064. Through 2099, this projection is anticipated to increase to an average maximum temperature of 81.3 degrees Fahrenheit. The average number of extreme heat days recorded for the City in the years 1961 to 1990 was four days per year. In the years 2035 to 2064, the city is projected to experience 11 to 31 additional extreme heat days per year. Further, models predict the number of extreme heat days in the city may rise to 33 days per year in the 2070 to 2099 timeline. = **Medium Probability** Based on the FEMA NRI, total events on record from severe weather (e.g. heat wave) is 0.0 with an annualized frequency of 0.0 events per year.	Temperature changes in terms of warming may impact the livelihood of wildlife in the preserve. This is because extreme heat can lead to slowed metabolism and movement. Dehydration of wildlife may also occur as secondary hazards from warmer temperature is drought. = **High Magnitude**	Measures to combat temperature warming include implementing shade guards/infrastructure throughout the preserve to act as cooler spaces for wildlife. = **High Adaptive Capacity**	Take Action	Plan for inclusion in future CIPs	Ensure that climate considerations are included in citing and designing decisions of major capital expenditures
Recreational	Wildfire	Legless Lizard Preserve	This preserve is approximately 7.5 acres that includes tree-covered sand dunes and is located between the Atchison Topeka & Santa Fe railroad right-of-way and Walnut Meadows Drive in the Big Break Area. Based on the CalFire Very High Fire Hazard Severity Zone (VHFHSZ) Map and City of Oakley General Plan, there are no parcels within the City that are located in a VHFHSZ nor in any high moderate or other fire hazard severity zone. The city is within the boundaries of critical fire weather class 3 which correlates to 9.5 more days per year of moderate, high, and extreme fire hazard. = **Low Sensitivity**	Based on the FEMA NRI, total events on record from wildfire is not applicable with an annualized frequency of 0.0 events per year. Based on the City of Oakley Emergency Operations Plan, wildland fires are infrequent with moderate severity. = **Low Probability**	Potential impacts for the legless lizard preserve due to wildfire is loss of habitat, decreased air quality, and potential wildlife casualties. As no parcels within the city (i.e. areas of the legless lizard preserve) are considered to be in a very high fire hazard severity zone, the magnitude of potential impacts would be low. = **Low Magnitude**	Measures to combat wildfire include grazing by livestock to help reduce the amount of fine fuels or implementing prescribed burns to reduce the risk of high-severity fires. = **Medium Adaptive Capacity**	Accept Risk		
Recreational	Sea Level Rise	Legless Lizard Preserve	This preserve is approximately 7.5 acres that includes tree-covered sand dunes and is located between the Atchison Topeka & Santa Fe railroad right-of-way and Walnut Meadows Drive in the Big Break Area. = **Medium Sensitivity**	Based on the FEMA NRI, total events on record from sea level rise is not applicable with an annualized frequency of 0.0 events per year. = **Low Probability**	As the preserve is located between Atchison Topeka and Santa Fe railroad and Walnut Meadows Drive in the Big Break Area, the preserve may experience coastal erosion. Coastal erosion of the preserve would impact the habitat of the wildlife in the preserve. This may impact the survival rates of wildlife in this preserve. With a 12-inch SLR scenario and 100-yr storm event, the shoreline area is anticipated to experience SLR inundation at a depth of 2- to 45-inches. Preserve is a park but no recreational facilities. = **Medium Magnitude**	Measures to combat sea level rise include building barriers that can prevent coastal erosion and potentially flooding of some areas of the preserve. = **Medium Adaptive Capacity**	Accept Risk		
Recreational	Flooding	Big Break and Driftwood Marina	Based on the Contra Costa County Local Hazard Mitigation Plan and San Francisco Bay Conservation and Development Commission, the Big Break Regional marina/shoreline is vulnerable to flooding. Based on the 2022 Oakley General Plan, these areas are within the 100-year flood zone. = **High Sensitivity**	With a 12-inch sea level rise scenario, the shoreline area is anticipated to experience sea level rise inundation at a depth of 2 to 45 inches. Based on the FEMA NRI, total events on record from severe weather (e.g. riverine flooding) is 2 with an annualized frequency of 0.0 events per year. Based on the City of Oakley Emergency Operations Plan, floods are infrequent but can range from low, moderate, and high severity. = **Low Probability**	Flooding could lead to a loss of property and associated tax revenue, as well as potential loss of businesses. Business interruption losses associated with a flood event include not the inability to operate a business because of damages sustained because of the flood (including inventory, equipment, structure, wages, relocation costs, etc.) but also include temporary living expenses for those individuals displaced from their homes; thus, individuals may relocate out of the area, impacting the economy. = **High Magnitude**	Adaptive measures include development regulations to minimize damage to life and property, or eminent domain of hazardous properties. = **Medium Adaptive Capacity**	Accept Risk		
Recreational	Severe storms and extreme weather	Big Break and Driftwood Marina	Based on the Contra Costa County Local Hazard Mitigation Plan and San Francisco Bay Conservation and Development Commission, the Big Break Regional marina/shoreline is vulnerable to flooding. Based on the 2022 Oakley General Plan, these areas are within the 100-year flood zone. = **High Sensitivity**	Based on the FEMA NRI, total events on record from severe weather (e.g. hail) is 30 with an annualized frequency of 1.8 events per year. = **Low Probability**	As the Big Break Regional marina/shoreline are within the 100-year flood zone, secondary impacts of severe storms such as sea level rise may lead to coastal erosion of the marina. Flooding is also a secondary impact of severe storms which may lead to loss of functionality of the marina and building/port damages. = **Medium Magnitude**	Adaptive measures include development regulations to minimize damage to life and property, or eminent domain of hazardous properties. = **Medium Adaptive Capacity**	Accept Risk		
Recreational	Temperature changes - warming	Big Break and Driftwood Marina	The Big Break and Driftwood Marina are close to water bodies that can counter extreme warm temperature changes. = **Low Sensitivity**	The city of Oakley could experience an average temperature of 77.9 degrees Fahrenheit during the years 2035 to 2064. Through 2099, this projection is anticipated to increase to an average maximum temperature of 81.3 degrees Fahrenheit. The average number of extreme heat days recorded for the City in the years 1961 to 1990 was four days per year. In the years 2035 to 2064, the city is projected to experience 11 to 31 additional extreme heat days per year. Further, models predict the number of extreme heat days in the city may rise to 33 days per year in the 2070 to 2099 timeline. Based on the FEMA NRI, total events on record from severe weather (e.g. heat wave) is 0.0 with an annualized frequency of 0.0 events per year. = **Low Probability**	As the Big Break Regional marina/shoreline are near large bodies of water, the impacts of temperature warming are not anticipated to be significant. = **Low Magnitude**	Adaptive measures include development regulations to minimize damage to life and property, or eminent domain of hazardous properties. = **Medium Adaptive Capacity**	Accept Risk		
Recreational	Wildfire	Big Break and Driftwood Marina	Based on the CalFire Very High Fire Hazard Severity Zone (VHFHSZ) Map and City of Oakley General Plan, there are no parcels within the City that are located in a VHFHSZ nor in any high moderate or other fire hazard severity zone. The city is within the boundaries of critical fire weather class 3 which correlates to 9.5 more days per year of moderate, high, and extreme fire hazard. = **Low Sensitivity**	Based on the FEMA NRI, total events on record from wildfire is not applicable with an annualized frequency of 0.0 events per year. Based on the City of Oakley Emergency Operations Plan, wildland fires are infrequent with moderate severity. = **Low Probability**	As the Big Break Regional marina/shoreline are near large bodies of water, the impacts of temperature warming are not anticipated to be significant. Further, these areas are not located in a very fire hazard severity zone or in any high moderate or other fire hazard severity zones. = **Low Magnitude**	Adaptive measures include development regulations to minimize damage to life and property, or eminent domain of hazardous properties. = **Medium Adaptive Capacity**	Accept Risk		
Recreational	Sea Level Rise	Big Break and Driftwood Marina	The City boundaries to the north encompass the shoreline area which include Big Break. = **High Sensitivity**	Based on the FEMA NRI, total events on record from sea level rise is not applicable with an annualized frequency of 0.0 events per year. = **Low Probability**	With a 12-inch SLR scenario and 100-yr storm event, the shoreline area is anticipated to experience SLR inundation at a depth of 2- to 45-inches. Sea level rise would increase the severity of coastal erosion at the marina. As sea levels continue to rise, more area is susceptible to potential erosion, or in some cases accretion. This could also lead to costly impacts on structures and infrastructure and loss of land mass; thus, causing a significant economic impact on the region. = **High Magnitude**	Stabilization allowed for all uses in unstable bluff areas, except breakwaters, jetties, and groins. Alternatives for protection against SLR inundation and wave action includes beach nourishment, managed retreat, hard armoring (groins, seawall, bluff stabilization), and soft armoring (greenway, wetland, nature-based solutions) which requires political buy-in. = **Low Adaptive Capacity**	Take Action	Create /modify policy, goal, or ordinance	Modify Policy 8.2.4 and 8.2.6. Strikeout indicate removed terms and underlines indicate added terms. **Policy 8.2.4:** Existing and proposed ~~H~~habitable areas of structures near the shoreline of the Delta and in flood-prone areas shall be sited above the highest water level expected during the life of the project, or shall be protected for the expected life of the project by levees of an adequate design. **Policy 8.2.6:** Review flooding policies and attendant geographic data in the General Plan for mid-century and end-of-century climate change scenarios ~~every year in order~~ to incorporate any new scientific findings, revised geographic information, or federal and State requirements regarding the potential for flooding and projected increases in sea levels.
Water Resources	Precipitation Changes	Detention Basins	The City maintains approximately 110 miles of closed storm drain lines and multiple detention basins. The City slopes gradually to the Delta with the highest points nearest the southern boundaries. = **Medium Sensitivity**	Average precipitation between 1961 to 1990 was 14 inches with a high of 28.7 inches and a low of 4.5 inches. It is projected that average precipitation from 2035 to 2064 will increase to 15.0 inches and would increase slightly to 16.4 inches in 2070 to 2099. Based on the FEMA NRI, total events on record from precipitation changes (e.g. drought) is 1,358 with an annualized frequency of 61.7 events per year. = **Medium Probability**	Secondary hazards related to precipitation changes include drought which may require detention basins to raise the need for stormwater retention solutions. Dry detention basins may also increase the temperature of the stormwater they receive. In addition, with precipitation changes, this may lead to increased precipitation in upcoming years; as such, older detention basins may not be designed for larger water capacities; thus, risk overflowing. However, as the city slopes gradually to the Delta, the risk of overflowing may be considered moderate. = **Medium Magnitude**	Based on the 2022 Oakley General plan, detention basins should be designed for multiple uses such as parks and playing fields when not used for holding water, where possible, In addition, detention basin designs shall ensure that water entering the basin outflow completely within a specified time; thus, minimizing standing water or long-term saturation within the basin. Further, as dry detention basins may increase the temperature of the stormwater they receive, mitigations for this include implementing designs that would lower the detention time. Increased maintenance of the detention basins will also help ensure proper functionality and longevity of the basin. = **Medium Adaptive Capacity**	Take Action	Plan for inclusion in future CIPs	Ensure that climate considerations are included in citing and designing decisions of major capital expenditures.

Water Resources	Flooding	Detention Basins	The City maintains approximately 110 miles of closed storm drain lines and multiple detention basins. The City slopes gradually to the Delta with the highest points nearest the southern boundaries. = **Medium Sensitivity**	Based on the FEMA NRI, total events on record from severe weather (e.g. riverine flooding) is 2 with an annualized frequency of 0.0 events per year. Based on the City of Oakley Emergency Operations Plan, floods are infrequent but can range from low, moderate, and high severity. = **Low Probability**	Detention basins are designed to collect and store floodwater which can then be released slowly once the risk of flooding has passed. Further, in the scenario that detention basins overflow, impacts would not be as significant as excess water flow has been accounted for by the fact that the City slopes gradually to the Delta. = **Low Magnitude**	Based on the 2022 Oakley General plan, detention basins should be designed for multiple uses such as parks and playing fields when not used for holding water, where possible, In addition, detention basin designs shall ensure that water entering the basin outflow completely within a specified time; thus, minimizing standing water or long-term saturation within the basin. Detention basins are also encouraged to use low flow piping to speed drainage from detention basins to minimize water accumulation and ground water saturation within basins. Positive drainage is also considered by grading the basin bottom to a maximum cross-slope of 2%. Further, a number of drainage basins also detain stormwater and runoff for the purposes of flood control. These basins are located in new residential subdivisions on the eastern side of the City with Holly Creek Park, on the west side of the City serving as both a stormwater detention basin and a recreation area. = **Medium Adaptive Capacity**	Accept Risk		
Water Resources	Severe storms and extreme weather	Detention Basins	The City maintains approximately 110 miles of closed storm drain lines and multiple detention basins. The City slopes gradually to the Delta with the highest points nearest the southern boundaries. During severe storms, freedom basin has insufficient capacity. There is also deficient drainage infrastructure at Bridgehead Road. = **Medium Sensitivity**	Based on the FEMA NRI, total events on record from severe weather (e.g. hail) is 30 with an annualized frequency of 1.8 events per year. = **Low Probability**	Detention basins are designed to collect and store floodwater which can then be released slowly once the risk of flooding has passed. Further, in the scenario that detention basins overflow due to severe storms and extreme weather, impacts would not be as significant as excess water flow has been accounted for by the fact that the City slopes gradually to the Delta. = **Low Magnitude**	Based on the 2022 Oakley General plan, detention basins should be designed for multiple uses such as parks and playing fields when not used for holding water, where possible, In addition, detention basin designs shall ensure that water entering the basin outflow completely within a specified time; thus, minimizing standing water or long-term saturation within the basin. Detention basins are also encouraged to use low flow piping to speed drainage from detention basins to minimize water accumulation and ground water saturation within basins. Positive drainage is also considered by grading the basin bottom to a maximum cross-slope of 2%. Further, a number of drainage basins also detain stormwater and runoff for the purposes of flood control. These basins are located in new residential subdivisions on the eastern side of the City with Holly Creek Park, on the west side of the City serving as both a stormwater detention basin and a recreation area. = **Medium Adaptive Capacity**	Accept Risk		
Water Resources	Temperature changes - warming	Detention Basins	The City maintains approximately 110 miles of closed storm drain lines and multiple detention basins. = **Low Sensitivity**	The city of Oakley could experience an average temperature of 77.9 degrees Fahrenheit during the years 2035 to 2064. Through 2099, this projection is anticipated to increase to an average maximum temperature of 81.3 degrees Fahrenheit. The average number of extreme heat days recorded for the City in the years 1961 to 1990 was four days per year. In the years 2035 to 2064, the city is projected to experience 11 to 31 additional extreme heat days per year. Further, models predict the number of extreme heat days in the city may rise to 33 days per year in the 2070 to 2099 timeline. = **Medium Probability** Based on the FEMA NRI, total events on record from severe weather (e.g. heat wave) is 0.0 with an annualized frequency of 0.0 events per year.	Secondary hazards related to precipitation changes include drought which may require detention basins to raise the need for stormwater retention solutions. Dry detention basins may also increase the temperature of the stormwater they receive. In addition, with precipitation changes, this may lead to increased precipitation in upcoming years; as such, older detention basins may not be designed for larger water capacities; thus, risk overflowing. However, as the city slopes gradually to the Delta, the risk of overflowing may be considered moderate. = **Medium Magnitude**	Based on the 2022 Oakley General plan, detention basins should be designed for multiple uses such as parks and playing fields when not used for holding water, where possible, In addition, detention basin designs shall ensure that water entering the basin outflow completely within a specified time; thus, minimizing standing water or long-term saturation within the basin. Further, as dry detention basins (from extreme heat) may increase the temperature of the stormwater they receive, mitigations for this include implementing designs that would lower the detention time. Increased maintenance of the detention basins will also help ensure proper functionality and longevity of the basin. = **Medium Adaptive Capacity**	Take Action	Plan for inclusion in future CIPs	Ensure that climate considerations are included in citing and designing decisions of major capital expenditures.
Water Resources	Wildfire	Detention Basins	The City maintains approximately 110 miles of closed storm drain lines and multiple detention basins Based on the CalFire Very High Fire Hazard Severity Zone (VHFHSZ) Map and City of Oakley General Plan, there are no parcels within the City that are located in a VHFHSZ nor in any high moderate or other fire hazard severity zone. The city is within the boundaries of critical fire weather class 3 which correlates to 9.5 more days per year of moderate, high, and extreme fire hazard. = **Low Sensitivity**	Based on the FEMA NRI, total events on record from wildfire is not applicable with an annualized frequency of 0.0 events per year. Based on the City of Oakley Emergency Operations Plan, wildland fires are infrequent with moderate severity. = **Low Probability**	Detention basins may be impacted by wildfire as aftermath debris and channels can be impacted by excavation and cleaning schedules. Further, water that would normally flow into the detention basins may be heavily polluted by ash and soot; thus, impacting the longevity and smooth functionality of the detention basins. However, as no parcels within the city are located in a VHFHSZ or in any high moderate/other fire hazard severity zones, the magnitude of impacts may not be detrimental. = **Low Magnitude**	Based on the 2022 Oakley General plan, detention basins should be designed for multiple uses such as parks and playing fields when not used for holding water, where possible, In addition, detention basin designs shall ensure that water entering the basin outflow completely within a specified time; thus, minimizing standing water or long-term saturation within the basin. Further, as dry detention basins (from extreme heat) may increase the temperature of the stormwater they receive, mitigations for this include implementing designs that would lower the detention time. Increased maintenance of the detention basins will also help ensure proper functionality and longevity of the basin. = **Medium Adaptive Capacity**	Accept Risk		
Water Resources	Sea Level Rise	Detention Basins	The City maintains approximately 110 miles of closed storm drain lines and multiple detention basins. The City slopes gradually to the Delta with the highest points nearest the southern boundaries. = **Low Sensitivity**	Based on the FEMA NRI, total events on record from sea level rise is not applicable with an annualized frequency of 0.0 events per year. = **Low Probability**	With a 12-inch SLR scenario and 100-yr storm event, the shoreline area is anticipated to experience SLR inundation at a depth of 2- to 45-inches by mid century. Sea level rise would increase the severity of coastal erosion. As sea levels continue to rise, more area is susceptible to potential erosion, or in some cases accretion. This could also lead to costly impacts on structures and infrastructure and loss of land mass; thus, causing a significant economic impact on the region. = **Medium Magnitude**	Based on the 2022 Oakley General plan, detention basins should be designed for multiple uses such as parks and playing fields when not used for holding water, where possible, In addition, detention basin designs shall ensure that water entering the basin outflow completely within a specified time; thus, minimizing standing water or long-term saturation within the basin. Detention basins are also encouraged to use low flow piping to speed drainage from detention basins to minimize water accumulation and ground water saturation within basins. Positive drainage is also considered by grading the basin bottom to a maximum cross-slope of 2%. Further, a number of drainage basins also detain stormwater and runoff for the purposes of flood control. These basins are located in new residential subdivisions on the eastern side of the City with Holly Creek Park, on the west side of the City serving as both a stormwater detention basin and a recreation area. = **Medium Adaptive Capacity**	Accept Risk		
Water Resources	Precipitation Changes	Randall-Bold Water Treatment Plant	Surface water is treated at this water treatment plant (WTP) which was designed for an initial capacity of 40 million gallons per day with the capability to expand to 80 mgd. Approximately 30 percent of the WTP capacity is allocated to the Diablo Water District (DWD), with the remaining capacity allocated to the Contra Costa Water District (CCWD). = **Low Sensitivity**	Average precipitation between 1961 to 1990 was 14 inches with a high of 28.7 inches and a low of 4.5 inches. It is projected that average precipitation from 2035 to 2064 will increase to 15.0 inches and would increase slightly to 16.4 inches in 2070 to 2099. Based on the FEMA NRI, total events on record from precipitation changes (e.g. drought) is 1,358 with an annualized frequency of 61.7 events per year. = **Medium Probability**	Reduced process efficiency may lead to reduced water quality; thus, can lead to reduced water which can lead to serious effects on aquatic organisms and plants, as well as potential human costs. The magnitude of impact precipitation to water infrastructure focuses on reduced process efficiency and operational costs. As there is a high probability of increased precipitation changes affecting water infrastructure, the magnitude of increased process efficiency and operation costs is heightened. Treated water faces a higher risk of being treated improperly; thus, impacting the subjects listed above. Further, the initial plant cost in 1992 was $49.6 million with a plant upgrade in 2007 costing $16 million. Potential increased plant upgrades to account for precipitation changes may call for similar upgrade costs or significantly higher. = **Medium Magnitude**	Design standards and implementation of innovative process treatments could be implemented to handle increased water flows due to the increased precipitation changes. This may cost large economic investments, time, and designs. = **Low Adaptive Capacity**	Take Action	Plan for inclusion in future CIPs	Ensure that climate considerations are included in citing and designing decisions of major capital expenditures.
Water Resources	Flooding	Randall-Bold Water Treatment Plant	Surface water is treated at this water treatment plant (WTP) which was designed for an initial capacity of 40 million gallons per day with the capability to expand to 80 mgd. Approximately 30 percent of the WTP capacity is allocated to the Diablo Water District (DWD), with the remaining capacity allocated to the Contra Costa Water District (CCWD). = **Low Sensitivity**	Based on the FEMA NRI, total events on record from severe weather (e.g. riverine flooding) is 2 with an annualized frequency of 0.0 events per year. Based on the City of Oakley Emergency Operations Plan, floods are infrequent but can range from low, moderate, and high severity. = **Low Probability**	Increased process efficiency may lead to reduced water quality; thus, can lead to reduced water which can lead to serious effects on aquatic organisms and plants, as well as potential human costs. This may occur as the plant may not be designed for the anticipated flood capacity. The magnitude of impact precipitation to water infrastructure focuses on reduced process efficiency and operational costs. As there is a high probability of increased precipitation changes affecting water infrastructure, the magnitude of increased process efficiency and operation costs is heightened. Treated water faces a higher risk of being treated improperly; thus, impacting the subjects listed above. Further, the initial plant cost in 1992 was $49.6 million with a plant upgrade in 2007 costing $16 million. Potential increased plant upgrades to account for precipitation changes may call for similar upgrade costs or significantly higher. However, based on the 2022 Oakley general plan, the plant is not located in a 100-year or 500-year flood hazard area. = **Low Magnitude**	Design standards and implementation of innovative process treatments could be implemented to handle increased water flows due to the floods This may cost large economic investments, time, and designs. = **Low Adaptive Capacity**	Accept Risk		

Water Resources	Severe storms and extreme weather	Randall-Bold Water Treatment Plant	Surface water is treated at this water treatment plant (WTP) which was designed for an initial capacity of 40 million gallons per day with the capability to expand to 80 mgd. Approximately 30 percent of the WTP capacity is allocated to the Diablo Water District (DWD), with the remaining capacity allocated to the Contra Costa Water District (CCWD). = **Low Sensitivity**	Based on the FEMA NRI, total events on record from severe weather (e.g. hail) is 30 with an annualized frequency of 1.8 events per year. = **Low Probability**	Increased process efficiency may lead to reduced water quality; thus, can lead to reduced water which can lead to serious effects on aquatic organisms and plants, as well as potential human costs. This may occur as the plant may not be designed for the anticipated flood capacity. The magnitude of impact precipitation to water infrastructure focuses on reduced process efficiency and operational costs. As there is a high probability of increased precipitation changes affecting water infrastructure, the magnitude of increased process efficiency and operation costs is heightened. Treated water faces a higher risk of being treated improperly; thus, impacting the subjects listed above. Further, the initial plant cost in 1992 was $49.6 million with a plant upgrade in 2007 costing $16 million. Potential increased plant upgrades to account for precipitation changes may call for similar upgrade costs or significantly higher. However, based on the 2022 Oakley general plan, the plant is not located in a 100-year or 500-year flood hazard area. = **Low Magnitude**	Design standards and implementation of innovative process treatments could be implemented to handle increased water flows due to the severe storms and extreme weather. This may cost large economic investments, time, and designs. = **Low Adaptive Capacity**	Accept Risk		
Water Resources	Temperature changes - warming	Randall-Bold Water Treatment Plant	Surface water is treated at this water treatment plant (WTP) which was designed for an initial capacity of 40 million gallons per day with the capability to expand to 80 mgd. Approximately 30 percent of the WTP capacity is allocated to the Diablo Water District (DWD), with the remaining capacity allocated to the Contra Costa Water District (CCWD). = **Low Sensitivity**	The city of Oakley could experience an average temperature of 77.9 degrees Fahrenheit during the years 2035 to 2064. Through 2099, this projection is anticipated to increase to an average maximum temperature of 81.3 degrees Fahrenheit. The average number of extreme heat days recorded for the City in the years 1961 to 1990 was four days per year. In the years 2035 to 2064, the city is projected to experience 11 to 31 additional extreme heat days per year. Further, models predict the number of extreme heat days in the city may rise to 33 days per year in the 2070 to 2099 timeline. = **Medium Probability** Based on the FEMA NRI, total events on record from severe weather (e.g. heat wave) is 0.0 with an annualized frequency of 0.0 events per year.	For the Randall-Bold Water Treatment Plant, the treatment process includes hydraulic mixing, flocculation/sedimentation, intermediate ozonation, filtration and post-ozonation. At elevated temperatures such as warming, bacterial floc quality may begin to deteriorate; thus, impacting the flocculation/sedimentation treatment process of the plant. This would impact the treatment efficiency and quality. As the city is projected to experience an increase in additional extreme heat days, the magnitude of impacts would be moderate. = **Medium Magnitude**	innovative treatment processes such as thermoregulatory devices, effluent cooling systems, thermally stable polymeric membranes, plate heat exchanges, and shell and tube heat exchangers. These processes may be costly and time consuming . = **Low Adaptive Capacity**	Take Action	Plan for inclusion in future CIPs	Ensure that climate considerations are included in citing and designing decisions of major capital expenditures.
Water Resources	Wildfire	Randall-Bold Water Treatment Plant	Surface water is treated at this water treatment plant (WTP) which was designed for an initial capacity of 40 million gallons per day with the capability to expand to 80 mgd. Approximately 30 percent of the WTP capacity is allocated to the Diablo Water District (DWD), with the remaining capacity allocated to the Contra Costa Water District (CCWD). Based on the CalFire Very High Fire Hazard Severity Zone (VHFHSZ) Map and City of Oakley General Plan, there are no parcels within the City that are located in a VHFHSZ nor in any high moderate or other fire hazard severity zone. The city is within the boundaries of critical fire weather class 3 which correlates to 9.5 more days per year of moderate, high, and extreme fire hazard. = **Low Sensitivity**	Based on the FEMA NRI, total events on record from wildfire is not applicable with an annualized frequency of 0.0 events per year. Based on the City of Oakley Emergency Operations Plan, wildland fires are infrequent with moderate severity. = **Low Probability**	Debris (soot) from wildfires may compromise treatment of water and expediate filter deterioration in water treatment processes. Further, compromised treatment of water may impact outflow of water which may contaminate groundwater aquifers and nearby waterways. However, no parcels within the City that are located in a VHFHSZ nor in any high moderate or other fire hazard severity zone. = **Low Magnitude**	Infrastructure improvements for the plant may be implemented to combat wildfire risks such as stronger material choice (e.g. nonflammable) and advanced treatment processes. Advanced water treatment processes that can help with wildfire include sediment traps and debris booms, sediment retention basins, containment lagoons, and heat-resident pipes to name a few. = **Low Adaptive Capacity**	Accept Risk		
Water Resources	Sea Level Rise	Randall-Bold Water Treatment Plant	Surface water is treated at this water treatment plant (WTP) which was designed for an initial capacity of 40 million gallons per day with the capability to expand to 80 mgd. Approximately 30 percent of the WTP capacity is allocated to the Diablo Water District (DWD), with the remaining capacity allocated to the Contra Costa Water District (CCWD). = **Low Sensitivity**	Based on the FEMA NRI, total events on record from sea level rise is not applicable with an annualized frequency of 0.0 events per year. = **Low Probability**	With a 12-inch SLR scenario and 100-yr storm event, the shoreline area is anticipated to experience SLR inundation at a depth of 2- to 45-inches by mid century. Sea level rise would increase the severity of coastal erosion. As sea levels continue to rise, more area is susceptible to potential erosion, or in some cases accretion. This could also lead to costly impacts on structures and infrastructure and loss of land mass; thus, causing a significant economic impact on the region. However, as the plant is not located near the shoreline, the magnitude of impacts would be low. = **Low Magnitude**	Not applicable as plant is not located near the shoreline. Some measures for coastal plants include armoring, moving, or elevating plants.	Accept Risk		
Water Resources	Precipitation Changes	Levees	Levees are located throughout the city of Oakley with primary areas being along the Contra Costa Canal, Delta Recreation areas, and near Summer Lake. = **Medium Sensitivity**	Average precipitation between 1961 to 1990 was 14 inches with a high of 28.7 inches and a low of 4.5 inches. It is projected that average precipitation from 2035 to 2064 will increase to 15.0 inches and would increase slightly to 16.4 inches in 2070 to 2099. Based on the FEMA NRI, total events on record from precipitation changes (e.g. drought) is 1,358 with an annualized frequency of 61.7 events per year. = **Medium Probability**	Precipitation changes can adversely impact the stability of leeves in terms of the structural integrity, and overtopping, seepage. Overtopping of the levee would cause the levee to weaken and eventually give away. Seepage of the levee would indicate excessive water seeping beneath the levee; thus can lead to the formation of destructive boils on the landside of the levee. As there are increased precipitation changes for Oakley, the magnitude of these impacts would be moderate. = **Medium Magnitude**	Based on the Oakley HMP, new levees and pump stations will be built according to FEMA guidelines, in conjunction with the Reclamation Districts. This project duration is ongoing with a high estimated cost and high implementation priority. Potential funding sources are private/non-profit funds. This project was initiated in 2018 and before with the City of Oakley Public Works and Engineering Department as the lead agency = **Medium Adaptive Capacity** Provision of adequate flood protection will likely require a combination of improvements of Marsh Creek banks and levees, as well as a pump facility to discharge water toward the Delta. Based on the 2022 Oakley General Plan, the improvement of existing levees within the City are anticipated as well as (when appropriate), compliance and certification from the United States Army Corps of Engineers.	Take Action	Plan for inclusion in future CIPs	Ensure that climate considerations are included in citing and designing decisions of major capital expenditures.
Water Resources	Flooding	Levees	Levees are located throughout the city of Oakley with primary areas being along the Contra Costa Canal, Delta Recreation areas, and near Summer Lake. Levees of the Contra Costa Canal provide some protection against Delta flooding; however, these levees were not designed for flood control purposes and are not certified by the Army Corps of Engineers. = **High Sensitivity**	Based on the FEMA NRI, total events on record from severe weather (e.g. riverine flooding) is 2 with an annualized frequency of 0.0 events per year. Under 100-year flood conditions, it is anticipated the Marsh creek would back-up; thus, resulting in localized flooding in the northwestern portion of this area. Further, limitations of the Marsh Creek capacity are not anticipated to be able to convey storm runoff into Marsh Creek. Based on the City of Oakley Emergency Operations Plan, floods are infrequent but can range from low, moderate, and high severity. = **High Probability**	Flooding can adversely impact the stability of leeves in terms of the structural integrity, and overtopping, seepage. Overtopping of the levee would cause the levee to weaken and eventually give away. Seepage of the levee would indicate excessive water seeping beneath the levee; thus can lead to the formation of destructive boils on the landside of the levee. As many levees are located near water bodies, the magnitude of these impacts would be high. = **High Magnitude**	Based on the Oakley HMP, new levees and pump stations will be built according to FEMA guidelines, in conjunction with the Reclamation Districts. This project duration is ongoing with a high estimated cost and high implementation priority. Potential funding sources are private/non-profit funds. This project was initiated in 2018 and before with the City of Oakley Public Works and Engineering Department as the lead agency. = **Medium Adaptive Capacity** Provision of adequate flood protection will likely require a combination of improvements of Marsh Creek banks and levees, as well as a pump facility to discharge water toward the Delta. Based on the 2022 Oakley General Plan, the improvement of existing levees within the City are anticipated as well as (when appropriate), compliance and certification from the United States Army Corps of Engineers.	Take Action	Plan for inclusion in future CIPs	Ensure that climate considerations are included in citing and designing decisions of major capital expenditures.
Water Resources	Severe storms and extreme weather	Levees	Levees are located throughout the city of Oakley with primary areas being along the Contra Costa Canal, Delta Recreation areas, and near Summer Lake. Levees of the Contra Costa Canal provide some protection against Delta flooding; however, these levees were not designed for flood control purposes and are not certified by the Army Corps of Engineers. = **High Sensitivity**	Based on the FEMA NRI, total events on record from severe weather (e.g. hail) is 30 with an annualized frequency of 1.8 events per year. Under 100-year flood conditions, it is anticipated the Marsh creek would back-up; thus, resulting in localized flooding in the northwestern portion of this area. Further, limitations of the Marsh Creek capacity are not anticipated to be able to convey storm runoff into Marsh Creek. = **High Probability**	Flooding can adversely impact the stability of leeves in terms of the structural integrity, and overtopping, seepage. Overtopping of the levee would cause the levee to weaken and eventually give away. Seepage of the levee would indicate excessive water seeping beneath the levee; thus can lead to the formation of destructive boils on the landside of the levee. As many levees are located near water bodies, the magnitude of these impacts would be high. = **High Magnitude**	Based on the Oakley HMP, new levees and pump stations will be built according to FEMA guidelines, in conjunction with the Reclamation Districts. This project duration is ongoing with a high estimated cost and high implementation priority. Potential funding sources are private/non-profit funds. This project was initiated in 2018 and before with the City of Oakley Public Works and Engineering Department as the lead agency. = **Medium Adaptive Capacity** Provision of adequate flood protection will likely require a combination of improvements of Marsh Creek banks and levees, as well as a pump facility to discharge water toward the Delta. Based on the 2022 Oakley General Plan, the improvement of existing levees within the City are anticipated as well as (when appropriate), compliance and certification from the United States Army Corps of Engineers.	Take Action	Plan for inclusion in future CIPs	Ensure that climate considerations are included in citing and designing decisions of major capital expenditures.
Water Resources	Temperature changes - warming	Levees	Levees are located throughout the city of Oakley with primary areas being along the Contra Costa Canal, Delta Recreation areas, and near Summer Lake. = **Low Sensitivity**	The city of Oakley could experience an average temperature of 77.9 degrees Fahrenheit during the years 2035 to 2064. Through 2099, this projection is anticipated to increase to an average maximum temperature of 81.3 degrees Fahrenheit. The average number of extreme heat days recorded for the City in the years 1961 to 1990 was four days per year. In the years 2035 to 2064, the city is projected to experience 11 to 31 additional extreme heat days per year. Further, models predict the number of extreme heat days in the city may rise to 33 days per year in the 2070 to 2099 timeline. = **Medium Probability** Based on the FEMA NRI, total events on record from severe weather (e.g. heat wave) is 0.0 with an annualized frequency of 0.0 events per year.	Temperature changes in terms of warming may impact levees as loss in efficiency as cracks, breaks, and elevation shifts from subsidence expand may occur. As Oakley is projected to experience 11-31 additional extreme heat days per year from 2035 to 2064, the magnitude of impacts would be moderate. = **Medium Magnitude**	Based on the Oakley HMP, new levees and pump stations will be built according to FEMA guidelines, in conjunction with the Reclamation Districts. This project duration is ongoing with a high estimated cost and high implementation priority. Potential funding sources are private/non-profit funds. This project was initiated in 2018 and before with the City of Oakley Public Works and Engineering Department as the lead agency. = **Medium Adaptive Capacity** Provision of adequate flood protection will likely require a combination of improvements of Marsh Creek banks and levees, as well as a pump facility to discharge water toward the Delta. Based on the 2022 Oakley General Plan, the improvement of existing levees within the City are anticipated as well as (when appropriate), compliance and certification from the United States Army Corps of Engineers.	Take Action	Plan for inclusion in future CIPs	Ensure that climate considerations are included in citing and designing decisions of major capital expenditures.

Water Resources	Wildfire	Levees	Levees are located throughout the city of Oakley with primary areas being along the Contra Costa Canal, Delta Recreation areas, and near Summer Lake. = **Medium Sensitivity**	Based on the FEMA NRI, total events on record from wildfire is not applicable with an annualized frequency of 0.0 events per year. Based on the City of Oakley Emergency Operations Plan, wildland fires are infrequent with moderate severity. = **Low Probability**	As no parcels within the city are located in a VHFHSZ or in any high moderate/other fire hazard severity zones, the magnitude of impacts may not be detrimental. = **Low Magnitude**	New levees and pump stations will be built according to FEMA guidelines, in conjunction with the Reclamation Districts. This project duration is ongoing with a high estimated cost and high implementation priority. = **High Adaptive Capacity** Provision of adequate flood protection will likely require a combination of improvements of Marsh Creek banks and levees, as well as a pump facility to discharge water toward the Delta. Based on the 2022 Oakley General Plan, the improvement of existing levees within the City are anticipated as well as (when appropriate), compliance and certification from the United States Army Corps of Engineers.	Accept Risk		
Water Resources	Sea Level Rise	Levees	Levees are located throughout the city of Oakley with primary areas being along the Contra Costa Canal, Delta Recreation areas, and near Summer Lake. Existing levee along East Cypress Road & Bethel Island Road protects the residential development of Summer lake; however, with extreme conditions, residential development along Sand mound Boulevard and East Cypress Road are anticipated to face inundation. = **Medium Sensitivity**	Based on the FEMA NRI, total events on record from sea level rise is not applicable with an annualized frequency of 0.0 events per year. = **Low Probability**	With a 12-inch SLR scenario and 100-yr storm event, the shoreline area is anticipated to experience SLR inundation at a depth of 2- to 45-inches by mid century. Sea level rise would increase the severity of coastal erosion, structural instability, and overtopping of levees. As sea levels continue to rise, more area is susceptible to potential erosion, or in some cases accretion. This could also lead to costly impacts on residential, recreational, and agricultural structures and infrastructure and loss of land mass; thus, causing a significant economic impact on the region. = **Medium Magnitude**	Based on the Oakley HMP, new levees and pump stations will be built according to FEMA guidelines, in conjunction with the Reclamation Districts. This project duration is ongoing with a high estimated cost and high implementation priority. Potential funding sources are private/non-profit funds. This project was initiated in 2018 and before with the City of Oakley Public Works and Engineering Department as the lead agency. = **High Adaptive Capacity**	Accept Risk		
Buildings & Energy	Precipitation Changes	Educational Facilities	The City of Oakley has three main school districts: Oakley Union Elementary School District (9 schools), Antioch Unified School District (3 schools), and Liberty Union High School District (1 school). = **Low Sensitivity**	Average precipitation between 1961 to 1990 was 14 inches with a high of 28.7 inches and a low of 4.5 inches. It is projected that average precipitation from 2035 to 2064 will increase to 15.0 inches and would increase slightly to 16.4 inches in 2070 to 2099. Based on the FEMA NRI, total events on record from precipitation changes (e.g. drought) is 1,358 with an annualized frequency of 61.7 events per year. = **Medium Probability**	The expected annual loss for buildings due to precipitation changes (e.g. drought) is $426,670 with a expected annual FEMA NRI loss score of 77.7 (relatively high). = **High Magnitude**	Based on the Oakley HMP, a new library and community center facility will be constructed to serve as the primary Emergency Operations Center (EOC), space for veteran, seniors and children, and serve as a warming/cooling center and possible shelter. This project duration is anticipated to be short; however, with a high cost and high implementation priority. This project would be a new project for initiation in 2024 and is funded by local budgeted funds, HMGP, BRIC, FMA, and other. = **Medium Adaptive Capacity**	Take Action	Plan for inclusion in future CIPs	Ensure that climate considerations are included in citing and designing decisions of major capital expenditures.
Buildings & Energy	Flooding	Educational Facilities	The City of Oakley has three main school districts: Oakley Union Elementary School District (9 schools), Antioch Unified School District (3 schools), and Liberty Union High School District (1 school). = **Low Sensitivity**	Based on the FEMA NRI, total events on record from severe weather (e.g. riverine flooding) is 2 with an annualized frequency of 0.0 events per year. Based on the City of Oakley Emergency Operations Plan, floods are infrequent but can range from low, moderate, and high severity. = **Low Probability**	The expected annual loss for buildings due to precipitation changes (e.g. riverine flooding) is $104,458 with a expected annual FEMA NRI loss score of 51.8 (relatively moderate). = **Medium Magnitude**	A new library and community center facility will be constructed to serve as the primary Emergency Operations Center (EOC), space for veteran, seniors and children, and serve as a warming/cooling center and possible shelter. This project duration is anticipated to be short; however, with a high cost and high implementation priority. = **Medium Adaptive Capacity**	Accept Risk		
Buildings & Energy	Severe storms and extreme weather	Educational Facilities	The City of Oakley has three main school districts: Oakley Union Elementary School District (9 schools), Antioch Unified School District (3 schools), and Liberty Union High School District (1 school). = **Low Sensitivity**	Based on the FEMA NRI, total events on record from severe weather (e.g. hail) is 30 with an annualized frequency of 1.8 events per year. = **Low Probability**	The expected annual loss for buildings due to severe storms (e.g. hail) is $335 with a expected annual FEMA NRI loss score of 30.4 (relatively low). = **Low Magnitude**	A new library and community center facility will be constructed to serve as the primary Emergency Operations Center (EOC), space for veteran, seniors and children, and serve as a warming/cooling center and possible shelter. This project duration is anticipated to be short; however, with a high cost and high implementation priority. = **Medium Adaptive Capacity**	Accept Risk		
Buildings & Energy	Temperature changes - warming	Educational Facilities	The City of Oakley has three main school districts: Oakley Union Elementary School District (9 schools), Antioch Unified School District (3 schools), and Liberty Union High School District (1 school). = **Low Sensitivity**	The city of Oakley could experience an average temperature of 77.9 degrees Fahrenheit during the years 2035 to 2064. Through 2099, this projection is anticipated to increase to an average maximum temperature of 81.3 degrees Fahrenheit. The average number of extreme heat days recorded for the City in the years 1961 to 1990 was four days per year. In the years 2035 to 2064, the city is projected to experience 11 to 31 additional extreme heat days per year. Further, models predict the number of extreme heat days in the city may rise to 33 days per year in the 2070 to 2099 timeline. = **Medium Probability** Based on the FEMA NRI, total events on record from severe weather (e.g. heat wave) is 0.0 with an annualized frequency of 0.0 events per year.	The expected annual loss for buildings due to severe weather (e.g. heat wave) is $15,350 with a expected annual FEMA NRI loss score of 62.2 (relatively high). = **High Magnitude**	A new library and community center facility will be constructed to serve as the primary Emergency Operations Center (EOC), space for veteran, seniors and children, and serve as a warming/cooling center and possible shelter. This project duration is anticipated to be short; however, with a high cost and high implementation priority. = **Medium Adaptive Capacity**	Accept Risk		
Buildings & Energy	Wildfire	Educational Facilities	The City of Oakley has three main school districts: Oakley Union Elementary School District (9 schools), Antioch Unified School District (3 schools), and Liberty Union High School District (1 school). Based on the CalFire Very High Fire Hazard Severity Zone (VHFHSZ) Map and City of Oakley General Plan, there are no parcels within the City that are located in a VHFHSZ nor in any high moderate or other fire hazard severity zone. The city is within the boundaries of critical fire weather class 3 which correlates to 9.5 more days per year of moderate, high, and extreme fire hazard. = **Low Sensitivity**	Based on the FEMA NRI, total events on record from wildfire is not applicable with an annualized frequency of 0.0 events per year. Based on the City of Oakley Emergency Operations Plan, wildland fires are infrequent with moderate severity. = **Low Probability**	The expected annual loss for buildings due to wildfire is $1,743 with a expected annual FEMA NRI loss score of 27.6 (relatively low). = **Low Magnitude**	A new library and community center facility will be constructed to serve as the primary Emergency Operations Center (EOC), space for veteran, seniors and children, and serve as a warming/cooling center and possible shelter. This project duration is anticipated to be short; however, with a high cost and high implementation priority. = **Medium Adaptive Capacity**	Accept Risk		
Buildings & Energy	Sea Level Rise	Educational Facilities	The City of Oakley has three main school districts: Oakley Union Elementary School District (9 schools), Antioch Unified School District (3 schools), and Liberty Union High School District (1 school). Schools are not located in SLR inundation zones, however, temporary flooding may disrupt learning progress. = **Low Sensitivity**	Based on the FEMA NRI, total events on record from sea level rise is not applicable with an annualized frequency of 0.0 events per year. = **Low Probability**	With a 12-inch SLR scenario and 100-yr storm event, the shoreline area is anticipated to experience SLR inundation at a depth of 2- to 45-inches by mid century. Sea level rise would increase the severity of coastal erosion. As sea levels continue to rise, more area is susceptible to potential erosion, or in some cases accretion. This could also lead to costly impacts on structures and infrastructure and loss of land mass; thus, causing a significant economic impact on the region. = **Medium Magnitude**	Freedom High School contains communication facilities for emergencies (critical infrastructure). A new library and community center facility will be constructed to serve as the primary Emergency Operations Center (EOC), space for veteran, seniors and children, and serve as a warming/cooling center and possible shelter. This project duration is anticipated to be short; however, with a high cost and high implementation priority. = **Medium Adaptive Capacity**	Accept Risk		
Buildings & Energy	Precipitation Changes	Utilities	Based on the 2022 Oakley General Plan, major utility energy areas are located on the northwest boundary of Oakley near the intersection of the CA-160 highway and Main Street. = **Low Sensitivity**	Average precipitation between 1961 to 1990 was 14 inches with a high of 28.7 inches and a low of 4.5 inches. It is projected that average precipitation from 2035 to 2064 will increase to 15.0 inches and would increase slightly to 16.4 inches in 2070 to 2099. Based on the FEMA NRI, total events on record from precipitation changes (e.g. drought) is 1,358 with an annualized frequency of 61.7 events per year. = **Medium Probability**	Precipitation changes can impact utilities in terms of storm damage to utility infrastructure, hydroelectrical power loads, etc. As one of Oakley's utility provider is the Pacific Gas and Electric Company (PG&E), they may experience changes to their hydroelectrical energy production due to precipitation changes. However, as the average precipitation from 2035 to 2064 will increase to 15.0 inches and would increase to 16.4 inches in 2070 to 2099, it is likely the hydroelectrical energy production would not be negatively impacted. Other utility infrastructure such as electrical lines, pipelines, substations, etc may face structural damage though. = **Medium Magnitude**	Common measures for utilities to combat precipitation changes include building flood barriers, elevating utility equipment, or relocating facilities (e.g., facilities) to higher ground. = **Medium Adaptive Capacity**	Take Action	Plan for inclusion in future CIPs	Ensure that climate considerations are included in citing and designing decisions of major capital expenditures.
Buildings & Energy	Flooding	Utilities	Based on the 2022 Oakley General Plan, major utility energy areas are located on the northwest boundary of Oakley near the intersection of the CA-160 highway and Main Street. = **Low Sensitivity**	Based on the FEMA NRI, total events on record from severe weather (e.g. riverine flooding) is 2 with an annualized frequency of 0.0 events per year. Based on the City of Oakley Emergency Operations Plan, floods are infrequent but can range from low, moderate, and high severity. = **Low Probability**	Flooding can impact utilities in terms of storm damage to utility infrastructure, hydroelectrical power loads, etc. As one of Oakley's utility provider is the Pacific Gas and Electric Company (PG&E), they may experience changes to their hydroelectrical energy production. However, Oakley does not have any hydroelectrical facilities at this time. Other utility infrastructure such as electrical lines, pipelines, substations as zoned in the 2022 Oakley General Plan are not on a 100-year or 500 year flood zone. = **Low Magnitude**	Common measures for utilities to combat flooding include building flood barriers, elevate utility equipment, or relocating facilities (e.g., facilities) to higher ground. = **Medium Adaptive Capacity**	Accept Risk		
Buildings & Energy	Severe storms and extreme weather	Utilities	Based on the 2022 Oakley General Plan, major utility energy areas are located on the northwest boundary of Oakley near the intersection of the CA-160 highway and Main Street. Leevee breaches or roadway washouts could impact underground utilities along bridgehead road. Total developed utilities energy area in the city is 4.6 acres.= **Low Sensitivity**	Based on the FEMA NRI, total events on record from severe weather (e.g. hail) is 30 with an annualized frequency of 1.8 events per year. = **Low Probability**	Severe storms and extreme weather can impact utilities in terms of storm damage to utility infrastructure, hydroelectrical power loads, etc. As one of Oakley's utility provider is the Pacific Gas and Electric Company (PG&E), they may experience changes to their hydroelectrical energy production. However, Oakley does not have any hydroelectrical facilities at this time. Other utility infrastructure such as electrical lines, pipelines, substations as zoned in the 2022 Oakley General Plan are not on a 100-year or 500 year flood zone.= **Low Magnitude**	Common measures for utilities to severe storm and extreme weather include building flood barriers, elevate utility equipment, or relocating facilities (e.g., facilities) to higher ground. = **Medium Adaptive Capacity**	Accept Risk		

Buildings & Energy	Temperature changes - warming	Utilities	Based on the 2022 Oakley General Plan, major utility energy areas are located on the northwest boundary of Oakley near the intersection of the CA-160 highway and Main Street. = **Low Sensitivity** Total developed utilities energy area in the city is 4.6 acres.	The city of Oakley could experience an average temperature of 77.9 degrees Fahrenheit during the years 2035 to 2064. Through 2099, this projection is anticipated to increase to an average maximum temperature of 81.3 degrees Fahrenheit. The average number of extreme heat days recorded for the City in the years 1961 to 1990 was four days per year. In the years 2035 to 2064, the city is projected to experience 11 to 31 additional extreme heat days per year. Further, models predict the number of extreme heat days in the city may rise to 33 days per year in the 2070 to 2099 timeline. = **Medium Probability** Based on the FEMA NRI, total events on record from severe weather (e.g. heat wave) is 0.0 with an annualized frequency of 0.0 events per year.	With the potential of warmer temperatures, utilities may be impacted in terms of increased demand of air conditioning, reduced plant, substation, and power lines on efficiency. Utility infrastructure may also face overheating which may lead to blackouts and loss of operations for many residential, commercial, and industrial facilities. As the city if projected to experience 11-31 additional extreme heat days per year in 2035 to 2064, the magnitude of these impacts is moderate. = **Medium Magnitude**	Common measures for utilities to combat extreme heat risks include utilizing heat exchangers, monitoring weather, and encouraging public awareness for high energy usage during hotter days. = **Medium Adaptive Capacity**	Take Action	Plan for inclusion in future CIPs	Ensure that climate considerations are included in citing and designing decisions of major capital expenditures.
Buildings & Energy	Wildfire	Utilities	Based on the 2022 Oakley General Plan, major utility energy areas are located on the northwest boundary of Oakley near the intersection of the CA-160 highway and Main Street. Total developed utilities energy area in the city is 4.6 acres. Based on the CalFire Very High Fire Hazard Severity Zone (VHFHSZ) Map and City of Oakley General Plan, there are no parcels within the City that are located in a VHFHSZ nor in any high moderate or other fire hazard severity zone. The city is within the boundaries of critical fire weather class 3 which correlates to 9.5 more days per year of moderate, high, and extreme fire hazard. = **Low Sensitivity**	Based on the FEMA NRI, total events on record from wildfire is not applicable with an annualized frequency of 0.0 events per year. Based on the City of Oakley Emergency Operations Plan, wildland fires are infrequent with moderate severity. = **Low Probability**	Wildfires may impact utilities by causing physical damage to energy infrastructure, disrupting power service, and may potentially lead to severe financial distress. However as no parcels within the City that are located in a VHFHSZ nor in any high moderate or other fire hazard severity zone, the magnitude of impacts are low. = **Low Magnitude**	Common measures for utilities to combat wildfire risks include a public safety power shutoff where PG&E could proactively turn off power when and where conditions present an increased wildfire risk. = **Medium Adaptive Capacity**	Accept Risk		
Buildings & Energy	Sea Level Rise	Utilities	Based on the 2022 Oakley General Plan, major utility energy areas are located on the northwest boundary of Oakley near the intersection of the CA-160 highway and Main Street. Total developed utilities energy area in the city is 4.6 acres. = **Low Sensitivity**	Based on the FEMA NRI, total events on record from sea level rise is not applicable with an annualized frequency of 0.0 events per year. = **Low Probability**	With a 12-inch SLR scenario and 100-yr storm event, the shoreline area is anticipated to experience SLR inundation at a depth of 2- to 45-inches by mid century. Sea level rise would increase the severity of coastal erosion. As sea levels continue to rise, more area is susceptible to potential erosion, or in some cases accretion. This could also lead to costly impacts on structures and infrastructure and loss of land mass; thus, causing a significant economic impact on the region. However, based on the 2022 Oakley General Plan, Utility areas are not near the shorelines; thus, the magnitude of impacts are low. = **Low Magnitude**	New levees and pump stations will be built according to FEMA guidelines, in conjunction with the Reclamation Districts. This project duration is ongoing with a high estimated cost and high implementation priority. = **High Adaptive Capacity**	Accept Risk		
Buildings & Energy	Precipitation Changes	Residential	Total area of rural residential in the city is 493.9 acres which consists of 285.8 developed acres and 208.1 underdeveloped acres. Total area of low residential is 648.7 acres which consists of 287.0 developed acres and 361.7 underdeveloped acres. Total area of medium residential is 171.7 acres which consists of 103.5 developed acres and 68.2 underdeveloped acres. Total area of high residential is 50.6 acres which consists of 8.4 developed acres and 42.4 underdeveloped acres. Total area of residential mobile homes is 14.1 acres which consists of 14.1 developed acres and 0 underdeveloped acres. Rural residential areas of the city are primarily located on the western boundaries near Oakley road, Neroly road, Live Oak Avenue, and Empire Road. Other rural residential areas are located near the southeast border of the city. Primary low residential areas are located near the southeast border of the city with some low areas in central Oakley and near East Cypress Road. Medium residential areas are more scattered throughout the city with some major areas near Main Street (on western side of Oakley), Empire Ave, and near the intersections of East Cypress Road and Sellers Avenue. High residential homes limited with main areas near Main Street (on western side of Oakley) and near the intersection of Main Street and East Cypress Road. Mobile homes are located near the eastern boundaries of Oakley near the intersection of Empire Ave and Oakley Road. = **Medium Sensitivity**	Average precipitation between 1961 to 1990 was 14 inches with a high of 28.7 inches and a low of 4.5 inches. It is projected that average precipitation from 2035 to 2064 will increase to 15.0 inches and would increase slightly to 16.4 inches in 2070 to 2099. Based on the FEMA NRI, total events on record from precipitation changes (e.g. drought) is 1,358 with an annualized frequency of 61.7 events per year. = **Medium Probability**	The expected annual loss for buildings due to precipitation changes (e.g. drought) is $426,670 with a expected annual FEMA NRI loss score of 77.7 (relatively high). = **High Magnitude**	Residential areas may also be renovated to combat precipitation changes For instance, structural changes that may include more durable materials (water resistant, mold resistant, etc.) and upgraded drainage systems. = **Medium Adaptive Capacity**	Take Action	Create /modify policy, goal, or ordinance	
Buildings & Energy	Flooding	Residential	Total area of rural residential in the city is 493.9 acres which consists of 285.8 developed acres and 208.1 underdeveloped acres. Total area of low residential is 648.7 acres which consists of 287.0 developed acres and 361.7 underdeveloped acres. Total area of medium residential is 171.7 acres which consists of 103.5 developed acres and 68.2 underdeveloped acres. Total area of high residential is 50.6 acres which consists of 8.4 developed acres and 42.4 underdeveloped acres. Total area of residential mobile homes is 14.1 acres which consists of 14.1 developed acres and 0 underdeveloped acres. Rural residential areas of the city are primarily located on the western boundaries near Oakley road, Neroly road, Live Oak Avenue, and Empire Road. Other rural residential areas are located near the southeast border of the city. Primary low residential areas are located near the southeast border of the city with some low areas in central Oakley and near East Cypress Road. Medium residential areas are more scattered throughout the city with some major areas near Main Street (on western side of Oakley), Empire Ave, and near the intersections of East Cypress Road and Sellers Avenue. High residential homes limited with main areas near Main Street (on western side of Oakley) and near the intersection of Main Street and East Cypress Road. Mobile homes are located near the eastern boundaries of Oakley near the intersection of Empire Ave and Oakley Road. With severe flooding, Marsh creek could overflow and impact several residential neighborhoods (e.g., Parkland, Creekside, Marsh Glen). Areas with reduced flood risk due to levees include low/medium residential north of East Cypress Road. = **Medium Sensitivity**	Based on the FEMA NRI, total events on record from severe weather (e.g. riverine flooding) is 2 with an annualized frequency of 0.0 events per year. Based on the City of Oakley Emergency Operations Plan, floods are infrequent but can range from low, moderate, and high severity. = **Low Probability**	The expected annual loss for buildings due to precipitation changes (e.g. riverine flooding) is $104,458 with a expected annual FEMA NRI loss score of 51.8 (relatively moderate). = **Medium Magnitude**	A number of drainage basins also detain stormwater and runoff for the purposes of flood control. These basins are located in new residential subdivisions on the eastern side of the City with Holly Creek Park, on the west side of the City serving as both a stormwater detention basin and a recreation area. Residential areas may also be renovated to combat precipitation changes. For instance, structural changes that may include more durable materials (water resistant, mold resistant, etc.) and upgraded drainage systems. = **Medium Adaptive Capacity**	Take Action	Coordinate with other agencies	Continue or initiate coordination with agencies such as, but not limited to, Contra Costa County Department of Conservation and Development, Contra Costa Health Services, Hazardous Materials Program Office, Contra Costa County Fire Protection District, Contra Costa County Office of Emergency Services, Contra Costa County Cities Citizen Corps, Contra Costa County Office of the Sheriff.
Buildings & Energy	Severe storms and extreme weather	Residential	Total area of rural residential in the city is 493.9 acres which consists of 285.8 developed acres and 208.1 underdeveloped acres. Total area of low residential is 648.7 acres which consists of 287.0 developed acres and 361.7 underdeveloped acres. Total area of medium residential is 171.7 acres which consists of 103.5 developed acres and 68.2 underdeveloped acres. Total area of high residential is 50.6 acres which consists of 8.4 developed acres and 42.4 underdeveloped acres. Total area of residential mobile homes is 14.1 acres which consists of 14.1 developed acres and 0 underdeveloped acres. Rural residential areas of the city are primarily located on the western boundaries near Oakley road, Neroly road, Live Oak Avenue, and Empire Road. Other rural residential areas are located near the southeast border of the city. Primary low residential areas are located near the southeast border of the city with some low areas in central Oakley and near East Cypress Road. Medium residential areas are more scattered throughout the city with some major areas near Main Street (on western side of Oakley), Empire Ave, and near the intersections of East Cypress Road and Sellers Avenue. High residential homes limited with main areas near Main Street (on western side of Oakley) and near the intersection of Main Street and East Cypress Road. Mobile homes are located near the eastern boundaries of Oakley near the intersection of Empire Ave and Oakley Road. = **Medium Sensitivity**	With a 100-year storm event, shoreline infrastructure is anticipated to be overtopped and inundate residences surrounding Delaney Park. Based on the FEMA NRI, total events on record from severe weather (e.g. hail) is 30 with an annualized frequency of 1.8 events per year. = **Low Probability**	The expected annual loss for buildings due to severe storms (e.g. hail) is $335 with a expected annual FEMA NRI loss score of 30.4 (relatively low). = **Low Magnitude**	Residential areas may also be renovated to combat floods. For instance, structural changes that may include more durable materials (water resistant, mold resistant, etc.) and upgraded drainage systems. = **Medium Adaptive Capacity**	Accept Risk		

Buildings & Energy	Temperature changes - warming	Residential	Total area of rural residential in the city is 493.9 acres which consists of 285.8 developed acres and 208.1 underdeveloped acres. Total area of low residential is 648.7 acres which consists of 287.0 developed acres and 361.7 underdeveloped acres. Total area of medium residential is 171.7 acres which consists of 103.5 developed acres and 68.2 underdeveloped acres. Total area of high residential is 50.6 acres which consists of 8.4 developed acres and 42.4 underdeveloped acres. Total area of residential mobile homes is 14.1 acres which consists of 14.1 developed acres and 0 underdeveloped acres. Rural residential areas of the city are primarily located on the western boundaries near Oakley road, Neroly road, Live Oak Avenue, and Empire Road. Other rural residential areas are located near the southeast border of the city. Primary low residential areas are located near the southeast border of the city with some low areas in central Oakley and near East Cypress Road. Medium residential areas are more scattered throughout the city with some major areas near Main Street (on western side of Oakley), Empire Ave, and near the intersections of East Cypress Road and Sellers Avenue. High residential homes limited with main areas near Main Street (on western side of Oakley) and near the intersection of Main Street and East Cypress Road. Mobile homes are located near the eastern boundaries of Oakley near the intersection of Empire Ave and Oakley Road. During the summer months, the city of Oakley is known to have extreme heat. = **Medium Sensitivity**	The city of Oakley could experience an average temperature of 77.9 degrees Fahrenheit during the years 2035 to 2064. Through 2099, this projection is anticipated to increase to an average maximum temperature of 81.3 degrees Fahrenheit. The average number of extreme heat days recorded for the City in the years 1961 to 1990 was four days per year. In the years 2035 to 2064, the city is projected to experience 11 to 31 additional extreme heat days per year. Further, models predict the number of extreme heat days in the city may rise to 33 days per year in the 2070 to 2099 timeline. Based on the FEMA NRI, total events on record from severe weather (e.g. heat wave) is 0.0 with an annualized frequency of 0.0 events per year. = **Medium Probability**	With an increase in extreme days, this may also correlate with an overall increase in temperature; thus, sensitive communities such as persons with homelessness, senior citizens, and persons with disabilities. This would lead to a greater reliance on high energy demand electrical equipment. Increased use of these high energy demand electrical equipment may put strain on the California state power grid; thus, increase the risk of blackout events. The expected annual loss for buildings due to severe weather (e.g. heat wave) is $15,350 with a expected annual FEMA NRI loss score of 62.2 (relatively high). = **High Magnitude**	Residential areas may also be renovated to combat warmer temperatures. For instance, structural changes that may include more durable materials (heat resistant, etc.) and upgraded cooling systems. = **Medium Adaptive Capacity**	Take Action	Create /modify policy, goal, or ordinance	Create new policies regarding existing and proposed residential building standards to combat climate-induced impacts.
Buildings & Energy	Wildfire	Residential	Total area of rural residential in the city is 493.9 acres which consists of 285.8 developed acres and 208.1 underdeveloped acres. Total area of low residential is 648.7 acres which consists of 287.0 developed acres and 361.7 underdeveloped acres. Total area of medium residential is 171.7 acres which consists of 103.5 developed acres and 68.2 underdeveloped acres. Total area of high residential is 50.6 acres which consists of 8.4 developed acres and 42.4 underdeveloped acres. Total area of residential mobile homes is 14.1 acres which consists of 14.1 developed acres and 0 underdeveloped acres. Rural residential areas of the city are primarily located on the western boundaries near Oakley road, Neroly road, Live Oak Avenue, and Empire Road. Other rural residential areas are located near the southeast border of the city. Primary low residential areas are located near the southeast border of the city with some low areas in central Oakley and near East Cypress Road. Medium residential areas are more scattered throughout the city with some major areas near Main Street (on western side of Oakley), Empire Ave, and near the intersections of East Cypress Road and Sellers Avenue. High residential homes limited with main areas near Main Street (on western side of Oakley) and near the intersection of Main Street and East Cypress Road. Mobile homes are located near the eastern boundaries of Oakley near the intersection of Empire Ave and Oakley Road. Based on the CalFire Very High Fire Hazard Severity Zone (VHFHSZ) Map and City of Oakley General Plan, there are no parcels within the City that are located in a VHFHSZ nor in any high moderate or other fire hazard severity zone. The city is within the boundaries of critical fire weather class 3 which correlates to 9.5 more days per year of moderate, high, and extreme fire hazard. = **Low Sensitivity**	Based on the FEMA NRI, total events on record from wildfire is not applicable with an annualized frequency of 0.0 events per year. Based on the City of Oakley Emergency Operations Plan, wildland fires are infrequent with moderate severity. = **Low Probability**	The expected annual loss for buildings due to wildfire is $1,743 with a expected annual FEMA NRI loss score of 27.6 (relatively low). = **Low Magnitude**	Residential areas may also be renovated to combat wildfire. For instance, structural changes that may include more durable materials (heat resistant, non-flammable, etc.) and upgraded air filtration systems. = **Medium Adaptive Capacity**	Accept Risk		
Buildings & Energy	Sea Level Rise	Residential	Total area of rural residential in the city is 493.9 acres which consists of 285.8 developed acres and 208.1 underdeveloped acres. Total area of low residential is 648.7 acres which consists of 287.0 developed acres and 361.7 underdeveloped acres. Total area of medium residential is 171.7 acres which consists of 103.5 developed acres and 68.2 underdeveloped acres. Total area of high residential is 50.6 acres which consists of 8.4 developed acres and 42.4 underdeveloped acres. Total area of residential mobile homes is 14.1 acres which consists of 14.1 developed acres and 0 underdeveloped acres. Rural residential areas of the city are primarily located on the western boundaries near Oakley road, Neroly road, Live Oak Avenue, and Empire Road. Other rural residential areas are located near the southeast border of the city. Primary low residential areas are located near the southeast border of the city with some low areas in central Oakley and near East Cypress Road. Medium residential areas are more scattered throughout the city with some major areas near Main Street (on western side of Oakley), Empire Ave, and near the intersections of East Cypress Road and Sellers Avenue. High residential homes limited with main areas near Main Street (on western side of Oakley) and near the intersection of Main Street and East Cypress Road. Mobile homes are located near the eastern boundaries of Oakley near the intersection of Empire Ave and Oakley Road. The City of Oakley has a shoreline along the tide influenced delta. = **Low Sensitivity**	Based on the FEMA NRI, total events on record from sea level rise is not applicable with an annualized frequency of 0.0 events per year. = **Low Probability**	With a 12-inch SLR scenario and 100-yr storm event, the shoreline area is anticipated to experience SLR inundation at a depth of 2- to 45-inches by mid century. Sea level rise would increase the severity of coastal erosion. As sea levels continue to rise, more area is susceptible to potential erosion, or in some cases accretion. This could also lead to costly impacts on structures and infrastructure and loss of land mass; thus, causing a significant economic impact on the region. Shoreline residences and docks are particularly affected and will cost millions of dollars. = **High Magnitude**	Residences are required to be NFIP-insured. Residential areas may also be renovated to combat sea level rise. Adjacent levees may be heightened. For instance, structural changes that may include elevation changes, floodproofing, and improved foundation changes. = **Low Adaptive Capacity**	Take Action	Plan for inclusion in future CIPs	Ensure that climate considerations are included in citing and designing decisions of major capital expenditures.
Economic Development	Precipitation Changes	Commercial designations	Based on the 2022 Oakley General Plan, major commercial areas are in eastern county just north of Main Street, the intersection between Laurel Road and O'Hara Avenue, and the intersection between Oakley Road and Empire Avenue. Further areas zoned as business parks are primarily located within the Delta Recreation areas. = **Medium Sensitivity**	Average precipitation between 1961 to 1990 was 14 inches with a high of 28.7 inches and a low of 4.5 inches. It is projected that average precipitation from 2035 to 2064 will increase to 15.0 inches and would increase slightly to 16.4 inches in 2070 to 2099. Based on the FEMA NRI, total events on record from precipitation changes (e.g. drought) is 1,358 with an annualized frequency of 61.7 events per year. = **Medium Probability**	Extreme precipitation would decrease likelihood for product consumption; thus, decreasing the flow of income for many store as well as shutting down stores during severe storms. As there are major commercial areas throughout Oakley, the magnitude of impacts would be moderate. = **Medium Magnitude**	Existing and new commercial designations may be renovated to combat precipitation changes. For instance, structural changes that may include more durable materials (water resistant, mold resistant, etc.) and upgraded drainage systems. = **Medium Adaptive Capacity**	Take Action	Create /modify policy, goal, or ordinance	Modify Policy 8.2.1. Strikeout indicate removed terms and underlines indicate added terms. **Policy 8.2.1**: Existing and proposed ~~A~~applications for development at urban or suburban densities in 100-year floodplain areas, 200-year floodplain areas, and/or other flood-prone areas where there is a serious risk to life and property (see Figure 8-3) shall demonstrate appropriate solutions or be denied.
Economic Development	Flooding	Commercial designations	Based on the 2022 Oakley General Plan, major commercial areas are in eastern county just north of Main Street, the intersection between Laurel Road and O'Hara Avenue, and the intersection between Oakley Road and Empire Avenue. Further areas zoned as business parks are primarily located within the Delta Recreation areas. = **Medium Sensitivity**	Based on the FEMA NRI, total events on record from severe weather (e.g. riverine flooding) is 2 with an annualized frequency of 0.0 events per year. Based on the City of Oakley Emergency Operations Plan, floods are infrequent but can range from low, moderate, and high severity. = **Low Probability**	Flooding could lead to a loss of property and associated tax revenue, as well as potential loss of businesses. Business interruption losses associated with a flood event include not the inability to operate a business because of damages sustained because of the flood (including inventory, equipment, structure, wages, relocation costs, etc.) but also include temporary living expenses for those individuals displaced from their homes; thus, individuals may relocate out of the area, impacting the economy. = **Medium Magnitude**	Commercial designations may be renovated to combat floods. For instance, structural changes that may include more durable materials (water resistant, mold resistant, etc.) and upgraded drainage systems. = **Medium Adaptive Capacity**	Take Action	Create /modify policy, goal, or ordinance	Modify Policy 8.2.1. Strikeout indicate removed terms and underlines indicate added terms. **Policy 8.2.1**: Existing and proposed ~~A~~applications for development at urban or suburban densities in 100-year floodplain areas, 200-year floodplain areas, and/or other flood-prone areas where there is a serious risk to life and property (see Figure 8-3) shall demonstrate appropriate solutions or be denied.
Economic Development	Severe storms and extreme weather	Commercial designations	Based on the 2022 Oakley General Plan, major commercial areas are in eastern county just north of Main Street, the intersection between Laurel Road and O'Hara Avenue, and the intersection between Oakley Road and Empire Avenue. Further areas zoned as business parks are primarily located within the Delta Recreation areas. = **Medium Sensitivity**	Based on the FEMA NRI, total events on record from severe weather (e.g. hail) is 30 with an annualized frequency of 1.8 events per year. = **Low Probability**	As flooding is a secondary hazard of severe storms and weather, it could lead to a loss of property and associated tax revenue, as well as potential loss of businesses. Business interruption losses associated with a flood event include not the inability to operate a business because of damages sustained because of the flood (including inventory, equipment, structure, wages, relocation costs, etc.) but also include temporary living expenses for those individuals displaced from their homes; thus, individuals may relocate out of the area, impacting the economy. = **Medium Magnitude**	Commercial designations may be renovated to combat severe storms and extreme weather. For instance, structural changes that may include more durable materials (water resistant, mold resistant, etc.) and upgraded drainage systems. = **Medium Adaptive Capacity**	Take Action	Create /modify policy, goal, or ordinance	Modify Policy 8.2.1. Strikeout indicate removed terms and underlines indicate added terms. **Policy 8.2.1**: Existing and proposed ~~A~~applications for development at urban or suburban densities in 100-year floodplain areas, 200-year floodplain areas, and/or other flood-prone areas where there is a serious risk to life and property (see Figure 8-3) shall demonstrate appropriate solutions or be denied.
Economic Development	Temperature changes - warming	Commercial designations	Based on the 2022 Oakley General Plan, major commercial areas are in eastern county just north of Main Street, the intersection between Laurel Road and O'Hara Avenue, and the intersection between Oakley Road and Empire Avenue. Further areas zoned as business parks are primarily located within the Delta Recreation areas. = **Medium Sensitivity**	The city of Oakley could experience an average temperature of 77.9 degrees Fahrenheit during the years 2035 to 2064. Through 2099, this projection is anticipated to increase to an average maximum temperature of 81.3 degrees Fahrenheit. The average number of extreme heat days recorded for the City in the years 1961 to 1990 was four days per year. In the years 2035 to 2064, the city is projected to experience 11 to 31 additional extreme heat days per year. Further, models predict the number of extreme heat days in the city may rise to 33 days per year in the 2070 to 2099 timeline. Based on the FEMA NRI, total events on record from severe weather (e.g. heat wave) is 0.0 with an annualized frequency of 0.0 events per year. = **Medium Probability**	Temperature changes in terms of warming, impact commercial designations as it increases energy usage, risk of accidents, and structural damage. In addition, energy efficiency may be reduced. As the city is projected to experience 11 to 31 additional extreme heat days per year from 2035 to 2064, the magnitude of these impacts are moderate. = **Medium Magnitude**	Commercial designations may also be renovated to combat warmer temperatures. For instance, structural changes that may include more durable materials (heat resistant, etc.) and upgraded cooling systems. = **Medium Adaptive Capacity**	Take Action	Create /modify policy, goal, or ordinance	Create new policies regarding existing and proposed commercial building standards to combat climate-induced impacts.

Economic Development	Wildfire	Commercial designations	Based on the 2022 Oakley General Plan, major commercial areas are in eastern county just north of Main Street, the intersection between Laurel Road and O'Hara Avenue, and the intersection between Oakley Road and Empire Avenue. Further areas zoned as business parks are primarily located within the Delta Recreation areas. Based on the CalFire Very High Fire Hazard Severity Zone (VHFHSZ) Map and City of Oakley General Plan, there are no parcels within the City that are located in a VHFHSZ nor in any high moderate or other fire hazard severity zone. The city is within the boundaries of critical fire weather class 3 which correlates to 9.5 more days per year of moderate, high, and extreme fire hazard. **= Low Sensitivity**	Based on the FEMA NRI, total events on record from wildfire is not applicable with an annualized frequency of 0.0 events per year. Based on the City of Oakley Emergency Operations Plan, wildland fires are infrequent with moderate severity. **= Low Probability**	Wildfires may directly destroy commercial buildings by burning down the infrastructure. However, as no parcels within the City that are located in a VHFHSZ nor in any high moderate or other fire hazard severity zone, the magnitude of impacts is low. **= Low Magnitude**	Commercial designations may also be renovated to combat wildfire. For instance, structural changes that may include more durable materials (heat resistant, non-flammable, etc.) and upgraded air filtration systems. **= Medium Adaptive Capacity**	Accept Risk		
Economic Development	Sea Level Rise	Commercial designations	Based on the 2022 Oakley General Plan, major commercial areas are in eastern county just north of Main Street, the intersection between Laurel Road and O'Hara Avenue, and the intersection between Oakley Road and Empire Avenue. Further areas zoned as business parks are primarily located within the Delta Recreation areas. **= Low Sensitivity**	Based on the FEMA NRI, total events on record from sea level rise is not applicable with an annualized frequency of 0.0 events per year. = **Low Probability**	With a 12-inch SLR scenario and 100-yr storm event, the shoreline area is anticipated to experience SLR inundation at a depth of 2- to 45-inches by mid century. Sea level rise would increase the severity of coastal erosion. As sea levels continue to rise, more area is susceptible to potential erosion, or in some cases accretion. This could also lead to costly impacts on structures and infrastructure and loss of land mass; thus, causing a significant economic impact on the region. **= Medium Magnitude**	Commercial designations may also be renovated to combat sea level rise. For instance, structural changes that may include elevation changes, floodproofing, and improved foundation changes. **= Medium Adaptive Capacity**	Accept Risk		
Human Health	Precipitation Changes	Hospitals, clinics, medical centers, etc.	The only hospital/clinic within the City of Oakley is La Clinica which is located on 2021 Main street in the Oakley Raley's Shopping center. Other hospitals/clinics such as John Muir Medical Center, Kaiser Permanente, Contra Costa Regional Medical Center, and Sutter Delta Medical Center, are located in Brentwood, Antioch, Martinez, and Antioch respectively. **= Medium Sensitivity**	Average precipitation between 1961 to 1990 was 14 inches with a high of 28.7 inches and a low of 4.5 inches. It is projected that average precipitation from 2035 to 2064 will increase to 15.0 inches and would increase slightly to 16.4 inches in 2070 to 2099. Based on the FEMA NRI, total events on record from precipitation changes (e.g. drought) is 1,358 with an annualized frequency of 61.7 events per year. **= Medium Probability**	As there is a projected increase in precipitation from 2035 to 2064 and 2070 to 2099, anticipated structural damage, accidents, closures, and undue burden on staff may occur. As the baseline average precipitation between 1961 to 1990 was 14 inches, the increased precipitation in future years is not significantly higher. **= Low Magnitude**	Infrastructure improvements for medical facilities may be implemented for precipitation changes such as stronger material choice, advanced storm drainage systems, and overall structural upgrades. **= Medium Adaptive Capacity**	Accept Risk		
Human Health	Flooding	Hospitals, clinics, medical centers, etc.	The only hospital/clinic within the City of Oakley is La Clinica which is located on 2021 Main street in the Oakley Raley's Shopping center. Other hospitals/clinics such as John Muir Medical Center, Kaiser Permanente, Contra Costa Regional Medical Center, and Sutter Delta Medical Center, are located in Brentwood, Antioch, Martinez, and Antioch respectively. **= = Medium Sensitivity**	Based on the FEMA NRI, total events on record from severe weather (e.g. riverine flooding) is 2 with an annualized frequency of 0.0 events per year. Based on the City of Oakley Emergency Operations Plan, floods are infrequent but can range from low, moderate, and high severity. **= Low Probability**	As there is a projected increase in precipitation from 2035 to 2064 and 2070 to 2099, anticipated structural damage, accidents, closures, and undue burden on staff may occur. Flooding is a secondary impact from increased precipitation changes; thus similar impacts would occur. Based on the 2022 Oakley General Plan, the La Clinica in the city is not located on a 100-year or 500-year flood zone; thus, the magnitude of impacts is low. **= Low Magnitude**	Infrastructure improvements for medical facilities may be implemented for precipitation changes such as stronger material choice, advanced storm drainage systems, and overall structural upgrades. **= Medium Adaptive Capacity**	Accept Risk		
Human Health	Severe storms and extreme weather	Hospitals, clinics, medical centers, etc.	The only hospital/clinic within the City of Oakley is La Clinica which is located on 2021 Main street in the Oakley Raley's Shopping center. Other hospitals/clinics such as John Muir Medical Center, Kaiser Permanente, Contra Costa Regional Medical Center, and Sutter Delta Medical Center, are located in Brentwood, Antioch, Martinez, and Antioch respectively. = **= Medium Sensitivity**	Based on the FEMA NRI, total events on record from severe weather (e.g. hail) is 30 with an annualized frequency of 1.8 events per year. = **Low Probability**	As there is a projected increase in precipitation from 2035 to 2064 and 2070 to 2099, anticipated structural damage, accidents, closures, and undue burden on staff may occur. Increased precipitation is under the umbrella of severe storms and extreme weather; thus, impacts would be similar. **= Medium Magnitude**	Infrastructure improvements for medical facilities may be implemented for severe storms and extreme weather such as stronger material choice, advanced storm drainage systems, and overall structural upgrades. **= Medium Adaptive Capacity**	Accept Risk		
Human Health	Temperature changes - warming	Hospitals, clinics, medical centers, etc.	The only hospital/clinic within the City of Oakley is La Clinica which is located on 2021 Main street in the Oakley Raley's Shopping center. Other hospitals/clinics such as John Muir Medical Center, Kaiser Permanente, Contra Costa Regional Medical Center, and Sutter Delta Medical Center, are located in Brentwood, Antioch, Martinez, and Antioch respectively. **= Medium Sensitivity**	The city of Oakley could experience an average temperature of 77.9 degrees Fahrenheit during the years 2035 to 2064. Through 2099, this projection is anticipated to increase to an average maximum temperature of 81.3 degrees Fahrenheit. The average number of extreme heat days recorded for the City in the years 1961 to 1990 was four days per year. In the years 2035 to 2064, the city is projected to experience 11 to 31 additional extreme heat days per year. Further, models predict the number of extreme heat days in the city may rise to 33 days per year in the 2070 to 2099 timeline. **= Medium Probability** Based on the FEMA NRI, total events on record from severe weather (e.g. heat wave) is 0.0 with an annualized frequency of 0.0 events per year.	With a potential increase in warmer spring temperatures and overall temperatures, the distribution and occurrent of West Nile virus, Lyme disease, hantavirus, and other inset or animal transmitted diseases may change significantly. A heightened frequency of extreme heat days can pose a risk to sensitive communities such as persons with homelessness, senior citizens, and persons with disabilities. **= Medium Magnitude**	Infrastructure improvements for medical facilities may be implemented for warmer temperatures such as energy efficient cooling systems to prevent energy outages these facilities. Thus, operation and functionality of these facilities would not be heavily impacted. **= Medium Adaptive Capacity**	Take Action	Create /modify policy, goal, or ordinance	Create new policies regarding existing and proposed medicial facility standards to combat climate-induced impacts.
Human Health	Wildfire	Hospitals, clinics, medical centers, etc.	The only hospital/clinic within the City of Oakley is La Clinica which is located on 2021 Main street in the Oakley Raley's Shopping center. Other hospitals/clinics such as John Muir Medical Center, Kaiser Permanente, Contra Costa Regional Medical Center, and Sutter Delta Medical Center, are located in Brentwood, Antioch, Martinez, and Antioch respectively. Based on the CalFire Very High Fire Hazard Severity Zone (VHFHSZ) Map and City of Oakley General Plan, there are no parcels within the City that are located in a VHFHSZ nor in any high moderate or other fire hazard severity zone. The city is within the boundaries of critical fire weather class 3 which correlates to 9.5 more days per year of moderate, high, and extreme fire hazard. **= Low Sensitivity**	Based on the FEMA NRI, total events on record from wildfire is not applicable with an annualized frequency of 0.0 events per year. Based on the City of Oakley Emergency Operations Plan, wildland fires are infrequent with moderate severity. **= Low Probability**	Wildfires may directly destroy hospitals, clinics, medical centers, etc. by burning down the infrastructure. In addition, wildfires may cause more accidents and an increased need for health care for people/ However, there are no parcels within the City that are located in a VHFHSZ nor in any high moderate or other fire hazard severity zone, the magnitude of impacts is low. **= Low Magnitude**	There are available technologies available to increase filtration efficiency to combat wildfire impacts. Cost and implementation of this technology is dependent on market fluctuations. **= Low Adaptive Capacity**	Accept Risk		
Human Health	Sea Level Rise	Hospitals, clinics, medical centers, etc.	The only hospital/clinic within the City of Oakley is La Clinica which is located on 2021 Main street in the Oakley Raley's Shopping center. Other hospitals/clinics such as John Muir Medical Center, Kaiser Permanente, Contra Costa Regional Medical Center, and Sutter Delta Medical Center, are located in Brentwood, Antioch, Martinez, and Antioch respectively. **= Low Sensitivity**	Based on the FEMA NRI, total events on record from sea level rise is not applicable with an annualized frequency of 0.0 events per year. = **Low Probability**	With a 12-inch SLR scenario and 100-yr storm event, the shoreline area is anticipated to experience SLR inundation at a depth of 2- to 45-inches by mid century. Sea level rise would increase the severity of coastal erosion. As sea levels continue to rise, more area is susceptible to potential erosion, or in some cases accretion. This could also lead to costly impacts on structures and infrastructure and loss of land mass; thus, causing a significant economic impact on the region. However, the asset is not located near coastal shorelines; thus, the magnitude of impacts is low. = **Low Magnitude**	Not applicable as asset is not located near the shoreline.	Accept Risk		
Transportation	Precipitation Changes	Highway Bridges, road pass, rail, bike lanes	All transportation routes may be impacted by precipitation changes as subsidence - sinking of the ground - can occur as groundwater is removed. Soils beneath transportation routes may also face soil changes as the soil may start cracking due to precipitation changes (e.g. drought). = **Medium Sensitivity**	Average precipitation between 1961 to 1990 was 14 inches with a high of 28.7 inches and a low of 4.5 inches. It is projected that average precipitation from 2035 to 2064 will increase to 15.0 inches and would increase slightly to 16.4 inches in 2070 to 2099. Based on the FEMA NRI, total events on record from precipitation changes (e.g. drought) is 1,358 with an annualized frequency of 61.7 events per year. **= Medium Probability**	Roads and facility closures occur during severe storms w/ extreme precipitation, and may increase with increased magnitude of storms. Existing evacuation routes may also not be accessible anymore due to increased precipitation risks. **= High Magnitude**	Adaptation measures include regular maintenance, updating building codes to withstand increasing hazards, or technology/design i.e., polymer layer reinforced window panes, shutters, weather-resistant shingles, permeable asphalt, etc. **= Low Adaptive Capacity**	Take Action	Create /modify policy, goal, or ordinance	Modify Policy 3.1.2 Strikeout indicate removed terms and underlines indicate added terms. **Policy 3.1.2:** For those facilities identified as Routes of Regional Significance and existing transportation modes, maintain the minimum acceptable service standards specified in the *East County Action Plan Final 2000 Update*, or future Action Plan updates as adopted with consideration of climate induced hazards.
Transportation	Flooding	Highway Bridges, road pass, rail, bike lanes	There are no major roads that pass through the 100-year floodplain. Some roads are also built on higher elevation than the flood level. BNSF railway intersects roadways throughout City (Vintage Parkway, Rose Avenue, E Cypress Rd, Marsh Creek, Bridgehead Road) with railway bridge and underground roads or at-grade passes and may be subject to flooding. For example, railway overpass above Marsh Creek Regional Trail is located near levees to the north and is anticipated to flood due to SLR inundation at 1.25 feet (12" SLR w/ 100yr storm scenario). Bypass is a recreational trail and impact is low. **= Low Sensitivity**	Based on the FEMA NRI, total events on record from severe weather (e.g. riverine flooding) is 2 with an annualized frequency of 0.0 events per year. Based on the City of Oakley Emergency Operations Plan, floods are infrequent but can range from low, moderate, and high severity. Flash floods and riverine floods from high-intensity, short duration (1-3 hours) storms are more common during winter months (1-3 months) and typically concentrated on stream reaches with already saturated soils. In the past, flooding of delta islands in north City area are a result of structural failure followed by overtopping of levees (i.e., Big Break). Records show delta flooding from levee failure occurring in north City since 1860s, large scale floods coincidental occurrence interval of 1-3 years (data gap from 1980 to current). Floods and flash floods have a 30 percent chance of occurring in any given year and heavy rain events have a 66 percent chance. Generally, flooding will likely continue to be an annual hazard. **= Low= High Probability**	Roads and facility closures occur during severe storms w/ extreme precipitation, and may increase with increased magnitude of storms. Shallow flooding with high velocities can cause as much damage as deep flooding with slow velocity, resulting in temporary or permanent pooling of water on roads. Existing evacuation routes may also not be accessible anymore due to flooding from increased precipitation risks. Further alternatives to street closures and existing evacuation routes may be accessible during floods. As no major roads pass through the 100-year floodplain, the magnitude of impacts would be low. **= Low Magnitude**	Bridgehead road reconstruction from wilbur to main street will comprise of the construction of a new overcrossing over railroad and associated roadway widening on both sides of overcrossing. This project duration is anticipated to be short term; however, with a high estimated cost and high implementation priority. Cypress Road Widening from Bethel Island Road to Jersey Island Road - bring construction of the roadway to City standards including undergrounding utilities and storm infrastructure construction. Upsize (extend and widen) Laurel Road from Teton to Sellers Avenue over railroad tracks to provide a grade separated evacuation route and add new signaled intersection sellers. Routes that could be used to evacuate the city include: · Laurel Road due west to Highway 4 interchange or City of Antioch beyond · Main Street due west to Highway 160 interchange or City of Antioch beyond. · Empire Avenue due south to Cities of Antioch and Brentwood. · O'Hara Avenue due south to City of Brentwood. · Main Street due south to City of Brentwood. · Sellers Avenue due south to Unincorporated Contra Costa County. · Interchange at Wilbur Avenue and Highway 160. **= Medium Adaptive Capacity**	Take Action	Coordinate with other agencies	Continue or initiate coordination with agencies such as, but not limited to, Contra Costa County Department of Conservation and Development, Contra Costa Health Services, Hazardous Materials Program Office, Contra Costa County Fire Protection District, Contra Costa County Office of Emergency Services, Contra Costa County Cities Citizen Corps, Contra Costa County Office of the Sheriff.

Transportation	Severe storms and extreme weather	Highway Bridges, road pass, rail, bike lanes	There are no major roads that pass through the 100-year floodplain. Some roads are also built on higher elevation than the flood level. = **Low Sensitivity**	Based on the FEMA NRI, total events on record from severe weather (e.g. hail) is 30 with an annualized frequency of 1.8 events per year. = **Low Probability**	Roads and facility closures occur during severe storms w/ extreme precipitation, and may increase with increased magnitude of storms. Shallow flooding due to severe storms and extreme weather with high velocities can cause as much damage as deep flooding with slow velocity, resulting in temporary or permanent pooling of water on roads. Existing evacuation routes may also not be accessible anymore due to increased precipitation risks. Further alternatives to street closures and existing evacuation routes may be accessible during floods. As no major roads pass through the 100-year floodplain, the magnitude of impacts from severe storms and extreme weather would be low. = **Low Magnitude**	Bridgehead road reconstruction from wilbur to main street will comprise of the construction of a new overcrossing over railroad and associated roadway widening on both sides of overcrossing. This project duration is anticipated to be short term; however, with a high estimated cost and high implementation priority. Cypress Road Widening from Bethel Island Road to Jersey island Road - bring construction of the roadway to City standards including undergrounding utilities and storm infrastructure construction. Upsize (extend and widen) Laurel Road from Teton to Sellers Avenue over railroad tracks to provide a grade separated evacuation route and add new signaled intersection sellers. Routes that could be used to evacuate the city include: · Laurel Road due west to Highway 4 interchange or City of Antioch beyond · Main Street due west to Highway 160 interchange or City of Antioch beyond. · Empire Avenue due south to Cities of Antioch and Brentwood. · O'Hara Avenue due south to City of Brentwood. · Main Street due south to City of Brentwood. · Sellers Avenue due south to Unincorporated Contra Costa County. · Interchange at Wilbur Avenue and Highway 160. = **Medium Adaptive Capacity**	Accept Risk		
Transportation	Temperature changes - warming	Highway Bridges, road pass, rail, bike lanes	All transportation routes may be impacted by extreme heat as asphalt pavements may soften or even begin to melt. Soils beneath transportation routes may also face soil changes as the soil may start cracking due to warmer temperature changes. = **Medium Sensitivity**	The city of Oakley could experience an average temperature of 77.9 degrees Fahrenheit during the years 2035 to 2064. Through 2099, this projection is anticipated to increase to an average maximum temperature of 81.3 degrees Fahrenheit. The average number of extreme heat days recorded for the City in the years 1961 to 1990 was four days per year. In the years 2035 to 2064, the city is projected to experience 11 to 31 additional extreme heat days per year. Further, models predict the number of extreme heat days in the city may rise to 33 days per year in the 2070 to 2099 timeline. = **Medium Probability** Based on the FEMA NRI, total events on record from severe weather (e.g. heat wave) is 0.0 with an annualized frequency of 0.0 events per year.	With the potential of warmer temperatures, methods of transportation may be impacted as asphalt can soften or melt' thus making road surfaces slick and difficult to control. Further, this can increase the risk of skidding or sliding. Transportation infrastructure may also be impacted as extreme heat can cause rails to buckle, electric lines to sag, and tarmac can deform. = **Medium Magnitude**	Routes that could be used to evacuate the city include: · Laurel Road due west to Highway 4 interchange or City of Antioch beyond · Main Street due west to Highway 160 interchange or City of Antioch beyond. · Empire Avenue due south to Cities of Antioch and Brentwood. · O'Hara Avenue due south to City of Brentwood. · Main Street due south to City of Brentwood. · Sellers Avenue due south to Unincorporated Contra Costa County. · Interchange at Wilbur Avenue and Highway 160. = **Medium Adaptive Capacity**	Take Action	Coordinate with other agencies	Continue or initiate coordination with agencies such as, but not limited to, Contra Costa County Department of Conservation and Development, Contra Costa Health Services, Hazardous Materials Program Office, Contra Costa County Fire Protection District, Contra Costa County Office of Emergency Services, Contra Costa County Cities Citizen Corps, Contra Costa County Office of the Sheriff.
Transportation	Wildfire	Highway Bridges, road pass, rail, bike lanes	Based on the CalFire Very High Fire Hazard Severity Zone (VHFHSZ) Map and City of Oakley General Plan, there are no parcels within the City that are located in a VHFHSZ nor in any high moderate or other fire hazard severity zone. City is more likely to experience secodnary impacts from wildfire smoke - elderly, children, and adults with preexisting health conditions are more sensitive. The city is within the boundaries of critical fire weather class 3 which correlates to 9.5 more days per year of moderate, high, and extreme fire hazard. = **Low Sensitivity**	Based on the FEMA NRI, total events on record from wildfire is not applicable with an annualized frequency of 0.0 events per year. Based on the City of Oakley Emergency Operations Plan, wildland fires are infrequent with moderate severity. = **Low Probability**	Wildfires can impact the structural integrity of transportation routes. This is explained through increased potholes, erosion, and pavement cracks. However, there are no parcels within the city that are located in a VHFHSZ nor in any high moderate or other fire hazard severity zone, the magnitude of impacts is low. = **Low Magnitude**	Cypress Road Widening from Bethel Island Road to Jersey island Road - bring construction of the roadway to City standards including undergrounding utilities and storm infrastructure construction. Upsize (extend and widen) Laurel Road from Teton to Sellers Avenue over railroad tracks to provide a grade separated evacuation route and add new signaled intersection sellers. Routes that could be used to evacuate the city include: · Laurel Road due west to Highway 4 interchange or City of Antioch beyond · Main Street due west to Highway 160 interchange or City of Antioch beyond. · Empire Avenue due south to Cities of Antioch and Brentwood. · O'Hara Avenue due south to City of Brentwood. · Main Street due south to City of Brentwood. · Sellers Avenue due south to Unincorporated Contra Costa County. · Interchange at Wilbur Avenue and Highway 160. = **Medium Adaptive Capacity**	Accept Risk		
Transportation	Sea Level Rise	Highway Bridges, road pass, rail, bike lanes	Transportation routes near Big Break, San Joaquin river, and the Dutch Slough would be more vulnerable to sea level rise due to its close proximity to the shorelines. The routes include recreational trails and access to residences that may act as evacuation routes for nearby residences. Additionally, BNSF railway intersects roadways throughout City (Vintage Parkway, Rose Avenue, E Cypress Rd, Marsh Creek, Bridgehead Road) with railway bridge and underground roads or at-grade passes and may be subject to flooding. For example, railway overpass above Marsh Creek Regional Trail is located near levees to the north and is anticipated to flood due to SLR inundation at 1.25 feet (12" SLR w/ 100yr storm scenario). Bypass is a recreational trail and impact is low. = **High Sensitivity**	Based on the FEMA NRI, total events on record from sea level rise is not applicable with an annualized frequency of 0.0 events per year. Based on the 12-inch sea level rise scenario, roads north of East Cypress Road near the northeast boundary of Oakley are anticipated to experience 0-2 feet of sea level rise. Roads closer to the shoreline there are anticipated to progressively experience higher depths of flooding with a maximum depth ranging from 14-16 feet. These findings are similar for the 24-inch, 36-inch, and 83-inch sea level rise scenarios. = **Medium Probability**	With a 12-inch SLR scenario and 100-yr storm event, the shoreline area is anticipated to experience SLR inundation at a depth of 2- to 45-inches by mid century. Sea level rise would increase the severity of coastal erosion. As sea levels continue to rise, more area is susceptible to potential erosion, or in some cases accretion. This could also lead to costly impacts on structures and infrastructure and loss of land mass; thus, causing a significant economic impact on the region. = **Medium Magnitude**	Cypress Road Widening from Bethel Island Road to Jersey island Road - bring construction of the roadway to City standards including undergrounding utilities and storm infrastructure construction. Upsize (extend and widen) Laurel Road from Teton to Sellers Avenue over railroad tracks to provide a grade separated evacuation route and add new signaled intersection sellers. Routes that could be used to evacuate the city include: · Laurel Road due west to Highway 4 interchange or City of Antioch beyond · Main Street due west to Highway 160 interchange or City of Antioch beyond. · Empire Avenue due south to Cities of Antioch and Brentwood. · O'Hara Avenue due south to City of Brentwood. · Main Street due south to City of Brentwood. · Sellers Avenue due south to Unincorporated Contra Costa County. · We also have an interchange at Wilbur Avenue and Highway 160. = **Medium Adaptive Capacity**	Take Action	Coordinate with other agencies	Continue or initiate coordination with agencies such as, but not limited to, Contra Costa County Department of Conservation and Development, Contra Costa Health Services, Hazardous Materials Program Office, Contra Costa County Fire Protection District, Contra Costa County Office of Emergency Services, Contra Costa County Cities Citizen Corps, Contra Costa County Office of the Sheriff.
Waste Management	Precipitation Changes	Ironhouse Sanitary District	Ironhouse Sanitary District (ISD) utilizes gravity and pressure pipelines, pumping stations, and the Ironhouse Water Recycling Facility (IWRF). The IWRF is located on 285 acres adjacent to the south side of the Big Break and the San Joaquin River. The IWRF has a current treatment capacity of 4.3 mgd dry weather flow and 8.6 mgd maximum wet weather flow. = **Medium Sensitivity**	Average precipitation between 1961 to 1990 was 14 inches with a high of 28.7 inches and a low of 4.5 inches. It is projected that average precipitation from 2035 to 2064 will increase to 15.0 inches and would increase slightly to 16.4 inches in 2070 to 2099. Based on the FEMA NRI, total events on record from precipitation changes (e.g. drought) is 1,358 with an annualized frequency of 61.7 events per year. = **Medium Probability**	Increased extreme precipitation from increased magnitude of storms means higher expenses for maintenance and repairs during critical facility failures. Destruction to asset would cost millions to replace and conduct clean up activities. As there is projected precipitation changes from 2035 to 2064 and 2070 to 2099, treatment processes and infrastructure of the ISD and IWRF may be moderately impacted. = **Medium Magnitude**	Design standards and implementation of innovative process treatments could be implemented to handle increased water flows due to the increased precipitation changes. This may cost large economic investments, time, and designs. = **Low Adaptive Capacity**	Take Action	Plan for inclusion in future CIPs	Ensure that climate considerations are included in citing and designing decisions of major capital expenditures.
Waste Management	Flooding	Ironhouse Sanitary District	Ironhouse Sanitary District (ISD) utilizes gravity and pressure pipelines, pumping stations, and the Ironhouse Water Recycling Facility (IWRF). The IWRF is located on 285 acres adjacent to the south side of the Big Break and the San Joaquin River. The IWRF has a current treatment capacity of 4.3 mgd dry weather flow and 8.6 mgd maximum wet weather flow. = **Medium Sensitivity**	Based on the FEMA NRI, total events on record from severe weather (e.g. riverine flooding) is 2 with an annualized frequency of 0.0 events per year. Based on the City of Oakley Emergency Operations Plan, floods are infrequent but can range from low, moderate, and high severity. = **Low Probability**	Flooding is a secondary impact of increased extreme precipitation; thus, higher expenses for maintenance and repairs during critical facility failure can be anticipated. Destruction to asset would cost millions to replace and conduct clean up activities. As there is projected precipitation changes from 2035 to 2064 and 2070 to 2099, treatment processes and infrastructure of the ISD and IWRF may be moderately impacted. Further, based on the 2022 Oakley General Plan, the plants ISD is located within the 100-year flood zone. = **Medium Magnitude**	Design standards and implementation of innovative process treatments could be implemented to handle increased water flows due to floods. This may cost large economic investments, time, and designs. = **Low Adaptive Capacity**	Take Action	Plan for inclusion in future CIPs	Ensure that climate considerations are included in citing and designing decisions of major capital expenditures.
Waste Management	Severe storms and extreme weather	Ironhouse Sanitary District	Ironhouse Sanitary District (ISD) utilizes gravity and pressure pipelines, pumping stations, and the Ironhouse Water Recycling Facility (IWRF). The IWRF is located on 285 acres adjacent to the south side of the Big Break and the San Joaquin River. The IWRF has a current treatment capacity of 4.3 mgd dry weather flow and 8.6 mgd maximum wet weather flow. = **Medium Sensitivity**	Based on the FEMA NRI, total events on record from severe weather (e.g. hail) is 30 with an annualized frequency of 1.8 events per year. = **Low Probability**	Increased extreme precipitation from increased magnitude of storms means higher expenses for maintenance and repairs during critical facility failures. Destruction to asset would cost millions to replace and conduct clean up activities. As there is projected precipitation changes from 2035 to 2064 and 2070 to 2099, treatment processes and infrastructure of the ISD and IWRF may be moderately impacted.= **Medium Magnitude**	Design standards and implementation of innovative process treatments could be implemented to handle increased water flows due to severe storms and extreme weather. This may cost large economic investments, time, and designs. = **Low Adaptive Capacity**	Accept Risk		
Waste Management	Temperature changes - warming	Ironhouse Sanitary District	Ironhouse Sanitary District (ISD) utilizes gravity and pressure pipelines, pumping stations, and the Ironhouse Water Recycling Facility (IWRF). The IWRF is located on 285 acres adjacent to the south side of the Big Break and the San Joaquin River. = **Medium Sensitivity**	The city of Oakley could experience an average temperature of 77.9 degrees Fahrenheit during the years 2035 to 2064. Through 2099, this projection is anticipated to increase to an average maximum temperature of 81.3 degrees Fahrenheit. The average number of extreme heat days recorded for the City in the years 1961 to 1990 was four days per year. In the years 2035 to 2064, the city is projected to experience 11 to 31 additional extreme heat days per year. Further, models predict the number of extreme heat days in the city may rise to 33 days per year in the 2070 to 2099 timeline. Based on the FEMA NRI, total events on record from severe weather (e.g. heat wave) is 0.0 with an annualized frequency of 0.0 events per year. = **Medium Probability**	Temperature changes in terms of warming may impact the process efficiency at the plant. For instance, bacterial activity can be negatively impacted which would decrease the efficiency of flocculation. The quality of sludge solids may also be impacted as extreme heat may lead to excessive sludge aging. As there is an increase in extreme heat days for future years, the magnitude of these impacts would be moderate. = **Medium Magnitude**	Innovative treatment processes such as air cooled chillers, WSAC coolers, heat exchangers, and the insulation of pipes, tanks, and equipment's may be implemented. These processes may be costly and time consuming . = **Low Adaptive Capacity**	Accept Risk		

Waste Management	Wildfire	Ironhouse Sanitary District	Ironhouse Sanitary District (ISD) utilizes gravity and pressure pipelines, pumping stations, and the Ironhouse Water Recycling Facility (IWRF). The IWRF is located on 285 acres adjacent to the south side of the Big Break and the San Joaquin River. Based on the CalFire Very High Fire Hazard Severity Zone (VHFHSZ) Map and City of Oakley General Plan, there are no parcels within the City that are located in a VHFHSZ nor in any high moderate or other fire hazard severity zone. The city is within the boundaries of critical fire weather class 3 which correlates to 9.5 more days per year of moderate, high, and extreme fire hazard. = **Low Sensitivity**	Based on the FEMA NRI, total events on record from wildfire is not applicable with an annualized frequency of 0.0 events per year. Based on the City of Oakley Emergency Operations Plan, wildland fires are infrequent with moderate severity. = **Low Probability**	Wildfire can cause diverse impacts to the plant. For example, direct infrastructure damage to the plants, power loss, pump blockages, and introduce stormwater contaminants. However, as the plants are not located in a VHFHSZ nor in any high moderate or other fire hazard severity zone, the magnitude of impacts is low. = **Low Magnitude**	Measures to combat wildfire include improving treatment processes (e.g. seasonal treatment systems & adding additional treatment phases for fine particulates), water quality monitoring, building codes, and general infrastructure. = **Low Adaptive Capacity**	Accept Risk		
Waste Management	Sea Level Rise	Ironhouse Sanitary District	Ironhouse Sanitary District (ISD) utilizes gravity and pressure pipelines, pumping stations, and the Ironhouse Water Recycling Facility (IWRF). The IWRF is located on 285 acres adjacent to the south side of the Big Break and the San Joaquin River. The IWRF has a current treatment capacity of 4.3 mgd dry weather flow and 8.6 mgd maximum wet weather flow. = **Low Sensitivity**	Based on the FEMA NRI, total events on record from sea level rise is not applicable with an annualized frequency of 0.0 events per year. = **Low Probability**	With a 12-inch SLR scenario and 100-yr storm event, the shoreline area is anticipated to experience SLR inundation at a depth of 2- to 45-inches by mid century. Sea level rise would increase the severity of coastal erosion. As sea levels continue to rise, more area is susceptible to potential erosion, or in some cases accretion. This could also lead to costly impacts on structures and infrastructure and loss of land mass; thus, causing a significant economic impact on the region. However, as the plants are not located near coastal shorelines, the magnitude of impacts is low. = **Low Magnitude**	Not applicable as asset is not located near the shoreline.	Accept Risk		
Waste Management	Precipitation Changes	Solid waste/recycling and hazardous materials services	Solid waste services are provided to the city of Oakley through Mt. Diablo Resource Recovery. Mt. Diablo Recycling is located in Pittsburg. Collection centers that accept motor oil are not located in Oakley and are instead located in communities nearby. For instance, the Delta Household Hazardous Waste Collection Facility is located in Antioch. = **Low Sensitivity**	Average precipitation between 1961 to 1990 was 14 inches with a high of 28.7 inches and a low of 4.5 inches. It is projected that average precipitation from 2035 to 2064 will increase to 15.0 inches and would increase slightly to 16.4 inches in 2070 to 2099. Based on the FEMA NRI, total events on record from precipitation changes (e.g. drought) is 1,358 with an annualized frequency of 61.7 events per year. = **Medium Probability**	Increased extreme precipitation from major storm events may disrupt waste collection services for City residents. As there is an increase in precipitation for future years, the magnitude of impacts is moderate. = **Medium Magnitude**	Solid waste storage areas can be renovated to handle increased precipitation changes. For instance, structural changes that may include more durable materials and upgraded drainage systems. = **Medium Adaptive Capacity**	Take Action	Create /modify policy, goal, or ordinance	Modify Policy 4.7.3. Strikeout indicate removed terms and underlines indicate added terms. **Policy 4.7.3.:** Encourage the development of waste transfer, processing, and disposal facilities which satisfy the highest established environmental standards, ~~and~~ regulations, and potential climate-induced impacts.
Waste Management	Flooding	Solid waste/recycling and hazardous materials services	Solid waste services are provided to the city of Oakley through Mt. Diablo Resource Recovery. Mt. Diablo Recycling is located in Pittsburg. Collection centers that accept motor oil are not located in Oakley and are instead located in communities nearby. For instance, the Delta Household Hazardous Waste Collection Facility is located in Antioch. = **Low Sensitivity**	Based on the FEMA NRI, total events on record from severe weather (e.g. riverine flooding) is 2 with an annualized frequency of 0.0 events per year. Based on the City of Oakley Emergency Operations Plan, floods are infrequent but can range from low, moderate, and high severity. = **Low Probability**	As flooding is a secondary hazard to increases in extreme precipitation, waste collection services for City residents may become disrupted. However, as these services of the city are not located in Oakley (i.e., not on existing 100-year or 500-year flood zones), the magnitude of impacts is low. = **Low Magnitude**	Solid waste storage areas can be renovated to floods. For instance, structural changes that may include more durable materials and upgraded drainage systems. = **Medium Adaptive Capacity**	Accept Risk		
Waste Management	Severe storms and extreme weather	Solid waste/recycling and hazardous materials services	Solid waste services are provided to the city of Oakley through Mt. Diablo Resource Recovery. Mt. Diablo Recycling is located in Pittsburg. Collection centers that accept motor oil are not located in Oakley and are instead located in communities nearby. For instance, the Delta Household Hazardous Waste Collection Facility is located in Antioch. = **Low Sensitivity**	Based on the FEMA NRI, total events on record from severe weather (e.g. hail) is 30 with an annualized frequency of 1.8 events per year. = **Low Probability**	Increased extreme precipitation from major storm events may disrupt waste collection services for City residents. As there is an increase in precipitation for future years, the magnitude of impacts is moderate. = **Medium Magnitude**	Solid waste storage areas can be renovated to handle increased severe storms and extreme weather. For instance, structural changes that may include more durable materials and upgraded drainage systems. = **Medium Adaptive Capacity**	Accept Risk		
Waste Management	Temperature changes - warming	Solid waste/recycling and hazardous materials services	Solid waste services are provided to the city of Oakley through Mt. Diablo Resource Recovery. Mt. Diablo Recycling is located in Pittsburg. Collection centers that accept motor oil are not located in Oakley and are instead located in communities nearby. For instance, the Delta Household Hazardous Waste Collection Facility is located in Antioch. = **Low Sensitivity**	The city of Oakley could experience an average temperature of 77.9 degrees Fahrenheit during the years 2035 to 2064. Through 2099, this projection is anticipated to increase to an average maximum temperature of 81.3 degrees Fahrenheit. The average number of extreme heat days recorded for the City in the years 1961 to 1990 was four days per year. In the years 2035 to 2064, the city is projected to experience 11 to 31 additional extreme heat days per year. Further, models predict the number of extreme heat days in the city may rise to 33 days per year in the 2070 to 2099 timeline. Based on the FEMA NRI, total events on record from severe weather (e.g. heat wave) is 0.0 with an annualized frequency of 0.0 events per year. = **Medium Probability**	Temperature warming impacts to solid waste/recycling and hazardous material services include the acceleration of waste decomposition and infrastructure damage (e.g., waste collection vehicles and equipment). Increases in leachate, methane emissions, pest attraction, and odors may also become severe. However, as the solid waste services provided for the city are not within Oakley, the magnitude of impacts are low. = **Low Magnitude**	Solid waste storage areas can be renovated to handle increased severe storms and extreme weather. For instance, structural changes that may include more durable materials and upgraded cooling systems. = **Medium Adaptive Capacity**	Accept Risk		
Waste Management	Wildfire	Solid waste/recycling and hazardous materials services	Solid waste services are provided to the city of Oakley through Mt. Diablo Resource Recovery. Mt. Diablo Recycling is located in Pittsburg. Collection centers that accept motor oil are not located in Oakley and are instead located in communities nearby. For instance, the Delta Household Hazardous Waste Collection Facility is located in Antioch. Based on the CalFire Very High Fire Hazard Severity Zone (VHFHSZ) Map and City of Oakley General Plan, there are no parcels within the City that are located in a VHFHSZ nor in any high moderate or other fire hazard severity zone. The city is within the boundaries of critical fire weather class 3 which correlates to 9.5 more days per year of moderate, high, and extreme fire hazard. = **Low Sensitivity**	Based on the FEMA NRI, total events on record from wildfire is not applicable with an annualized frequency of 0.0 events per year. Based on the City of Oakley Emergency Operations Plan, wildland fires are infrequent with moderate severity. = **Low Probability**	Wildfires may cause infrastructure damage to the solid waste/recycling, and hazardous materials services. However as the services are not located within Oakley, the magnitude of impacts is low. = **Low Magnitude**	Solid waste storage areas can be renovated to handle increased severe storms and extreme weather. For instance, structural changes that may include more durable materials and upgraded filtration systems. = **Medium Adaptive Capacity**	Accept Risk		
Waste Management	Sea Level Rise	Solid waste/recycling and hazardous materials services	Solid waste services are provided to the city of Oakley through Mt. Diablo Resource Recovery. Mt. Diablo Recycling is located in Pittsburg. Collection centers that accept motor oil are not located in Oakley and are instead located in communities nearby. For instance, the Delta Household Hazardous Waste Collection Facility is located in Antioch. = **Low Sensitivity**	Based on the FEMA NRI, total events on record from sea level rise is not applicable with an annualized frequency of 0.0 events per year. = **Low Probability**	With a 12-inch SLR scenario and 100-yr storm event, the shoreline area is anticipated to experience SLR inundation at a depth of 2- to 45-inches by mid century. Sea level rise would increase the severity of coastal erosion. As sea levels continue to rise, more area is susceptible to potential erosion, or in some cases accretion. This could also lead to costly impacts on structures and infrastructure and loss of land mass; thus, causing a significant economic impact on the region. However as the facility is not located near coastal shorelines = **Low Magnitude**	Not applicable as asset is not located near the shoreline.	Accept Risk		

Zoning and Development	Precipitation Changes	Downtown Oakley	Commercial downtown in the city comprises of 80.9 total acres which consists of 41.8 developed acres and 39.1 underdeveloped acres. Commercial downtown is primarily near the intersection of Main Street and O'Hara avenue. = **Medium Sensitivity**	Average precipitation between 1961 to 1990 was 14 inches with a high of 28.7 inches and a low of 4.5 inches. It is projected that average precipitation from 2035 to 2064 will increase to 15.0 inches and would increase slightly to 16.4 inches in 2070 to 2099. Based on the FEMA NRI, total events on record from precipitation changes (e.g. drought) is 1,358 with an annualized frequency of 61.7 events per year. = **Medium Probability**	Extreme precipitation would decrease likelihood for product consumption; thus, decreasing the flow of income for many store as well as shutting down stores during severe storms. As there are major commercial areas throughout downtown Oakley, the magnitude of impacts would be moderate. = **Medium Magnitude**	Downtown Oakley areas can be renovated to floods. For instance, structural changes that may include more durable materials and upgraded drainage systems. = **Medium Adaptive Capacity**	Take Action	Create /modify policy, goal, or ordinance	Create new policies regarding existing and proposed development in Downtown Oakley to combat climate-induced impacts.
Zoning and Development	Flooding	Downtown Oakley	Commercial downtown in the city comprises of 80.9 total acres which consists of 41.8 developed acres and 39.1 underdeveloped acres. Commercial downtown is primarily near the intersection of Main Street and O'Hara avenue. = **Medium Sensitivity**	Based on the FEMA NRI, total events on record from severe weather (e.g. riverine flooding) is 2 with an annualized frequency of 0.0 events per year. Based on the City of Oakley Emergency Operations Plan, floods are infrequent but can range from low, moderate, and high severity. = **Low Probability**	Flooding could lead to a loss of property and associated tax revenue, as well as potential loss of businesses. Business interruption losses associated with a flood event include not the inability to operate a business because of damages sustained because of the flood (including inventory, equipment, structure, wages, relocation costs, etc.) but also include temporary living expenses for those individuals displaced from their homes; thus, individuals may relocate out of the area, impacting the economy. = **Medium Magnitude**	Downtown Oakley areas can be renovated to floods. For instance, structural changes that may include more durable materials and upgraded drainage systems. = **Medium Adaptive Capacity**	Take Action	Create /modify policy, goal, or ordinance	Create new policies regarding existing and proposed development in Downtown Oakley to combat climate-induced impacts.
Zoning and Development	Severe storms and extreme weather	Downtown Oakley	Commercial downtown in the city comprises of 80.9 total acres which consists of 41.8 developed acres and 39.1 underdeveloped acres. Commercial downtown is primarily near the intersection of Main Street and O'Hara avenue. = **Medium Sensitivity**	Based on the FEMA NRI, total events on record from severe weather (e.g. hail) is 30 with an annualized frequency of 1.8 events per year. = **Low Probability**	As flooding is a secondary hazard of severe storms and weather, it could lead to a loss of property and associated tax revenue, as well as potential loss of businesses. Business interruption losses associated with a flood event include not the inability to operate a business because of damages sustained because of the flood (including inventory, equipment, structure, wages, relocation costs, etc.) but also include temporary living expenses for those individuals displaced from their homes; thus, individuals may relocate out of the area, impacting the economy. = **Medium Magnitude**	Downtown Oakley areas can be renovated to floods. For instance, structural changes that may include more durable materials and upgraded drainage systems. = **Medium Adaptive Capacity**	Take Action	Create /modify policy, goal, or ordinance	Create new policies regarding existing and proposed development in Downtown Oakley to combat climate-induced impacts.
Zoning and Development	Temperature changes - warming	Downtown Oakley	Commercial downtown in the city comprises of 80.9 total acres which consists of 41.8 developed acres and 39.1 underdeveloped acres. Commercial downtown is primarily near the intersection of Main Street and O'Hara avenue. = **Medium Sensitivity**	The city of Oakley could experience an average temperature of 77.9 degrees Fahrenheit during the years 2035 to 2064. Through 2099, this projection is anticipated to increase to an average maximum temperature of 81.3 degrees Fahrenheit. The average number of extreme heat days recorded for the City in the years 1961 to 1990 was four days per year. In the years 2035 to 2064, the city is projected to experience 11 to 31 additional extreme heat days per year. Further, models predict the number of extreme heat days in the city may rise to 33 days per year in the 2070 to 2099 timeline. Based on the FEMA NRI, total events on record from severe weather (e.g. heat wave) is 0.0 with an annualized frequency of 0.0 events per year. = **Medium Probability**	Temperature changes in terms of warming, may impact buildings in Downtown Oakley as it increases energy usage, risk of accidents, and structural damage. In addition, energy efficiency may be reduced. As the city is projected to experience 11 to 31 additional extreme heat days per year from 2035 to 2064, the magnitude of these impacts are moderate. = **Medium Magnitude**	Downtown Oakley areas can be renovated to floods. For instance, structural changes that may include more durable materials and upgraded cooling systems. = **Medium Adaptive Capacity**	Take Action	Create /modify policy, goal, or ordinance	Create new policies regarding existing and proposed development in Downtown Oakley to combat climate-induced impacts.
Zoning and Development	Wildfire	Downtown Oakley	Commercial downtown in the city comprises of 80.9 total acres which consists of 41.8 developed acres and 39.1 underdeveloped acres. Commercial downtown is primarily near the intersection of Main Street and O'Hara avenue. Based on the CalFire Very High Fire Hazard Severity Zone (VHFHSZ) Map and City of Oakley General Plan, there are no parcels within the City that are located in a VHFHSZ nor in any high moderate or other fire hazard severity zone. The city is within the boundaries of critical fire weather class 3 which correlates to 9.5 more days per year of moderate, high, and extreme fire hazard. = **Low Sensitivity**	Based on the FEMA NRI, total events on record from wildfire is not applicable with an annualized frequency of 0.0 events per year. Based on the City of Oakley Emergency Operations Plan, wildland fires are infrequent with moderate severity. = **Low Probability**	Wildfires may directly destroy downtown Oakley by burning down the existing infrastructure. However, as no parcels within the City that are located in a VHFHSZ nor in any high moderate or other fire hazard severity zone, the magnitude of impacts is low. = **Low Magnitude**	Downtown Oakley areas can be renovated to floods. For instance, structural changes that may include more durable materials (heat resistant and non-flammable) and upgraded air filtration systems. = **Medium Adaptive Capacity**	Accept Risk		
Zoning and Development	Sea Level Rise	Downtown Oakley	Commercial downtown in the city comprises of 80.9 total acres which consists of 41.8 developed acres and 39.1 underdeveloped acres. Commercial downtown is primarily near the intersection of Main Street and O'Hara avenue. = **Medium Sensitivity**	Based on the FEMA NRI, total events on record from sea level rise is not applicable with an annualized frequency of 0.0 events per year. = **Low Probability**	With a 12-inch SLR scenario and 100-yr storm event, the shoreline area is anticipated to experience SLR inundation at a depth of 2- to 45-inches by mid century. Sea level rise would increase the severity of coastal erosion. As sea levels continue to rise, more area is susceptible to potential erosion, or in some cases accretion. This could also lead to costly impacts on structures and infrastructure and loss of land mass; thus, causing a significant economic impact on the region. However, as downtown Oakley is near coastal shorelines, the magnitude of impacts is low. = **Low Magnitude**	Not applicable as asset is not located near the shoreline.	Accept Risk		

Sources:
City of Oakley General Plan
City of Oakley Hazard Mitigation Plan
Contra Costa Draft Local Hazard Mitigation Plan Volume 1 and 2
City of Oakley Emergency Plan
City of Oakley Parks Master Plan
Cal-Adapt
Infrastructure Breaks Under Extreme Heat | Emerging Issues | Sustainable Business Network and Consultancy | BSR
How you can reduce flood risk on your farm (farmprogress.com)
Agricultural land use and flood risk management: Engaging with stakeholders in North Yorkshire - ScienceDirect
Managing grapevines during a heat spike | OSU Extension Service (oregonstate.edu)
WaterTreatmentPlant (ccwater.com)

Accept Risk	54
Take Action	35

Sensitivity Low = Minor repairs and accommodations required with routine maintenance. Slight inconveniences that could be resolved.

Sensitivity Medium = Temporary loss of functionality and operations closure. Moderate repairs and replacements required outside of routine maintenance. Repairs are more extensive and expensive.

Sensitivity High = Significant impact requiring reconstruction of parts or an entirety of an asset. Extensive rehabilitation of assets outside of routine maintenance and repairs. Major expenses required with long durations of repair and loss of functionality. Loss of services.

Low Adaptive Capacity = Adaptive solutions are innovative and costly, but have opportunity for implementation. Adaptive approaches may require coordination with multiple agencies; thus, may lead to disruptions in service and longer implentation times. Solutions may require change in lifestyle or change in political.

Medium Adaptive Capacity = Impacts/threats can be reduced or mitigated to a certain extent; however, adaptive solutions are only feasible for limited assets. Some assets may face difficulties in adapting in terms of cost and implementation. In addition, required coordination with third party agencies may be necessary for adaptivity measures.

High Adaptive Capacity = Assets can adapt with little to no difficulty. Direct influence on the implementation of strategies or solutions for the asset is apparent. Adaptive solutions are highly feasible for most, if not all assets with affordable costs.

Low Probability: Very limited historic events recorded. Frequency of hazardous events to occur is periodic with likelihood of future events to occur periodically. Likelihood of hazardous event(s) to occur once in 20 years.

Medium Probability: Limited, but some available historic events recorded. Frequency of hazardous events to occur is somewhat periodic. Likelihood of hazardous event(s) to occur once in 5 to 20 years.

High Probability: Recent, multiple historic events recorded. Hazardous events occur frequently. Likelihood of hazardous event(s) to occur within 5 years.

Low Magnitude: Minimal destruction to applicable assets with adequate functionality. In addition, minimal injuries and functionality to daily livelihood. Applicable assets may be easily repaired with available resources within a short duration of time without complications.

Medium Magnitude: Moderate destruction to applicable assets with decreased functionality. Injuries and functionality to daily livelihood are moderately heightened. Applicable assets may have increased difficulty for repair and functionality due to increased restoration times and complications. Health concerns are also a higher likelihood with strong suggestions for evacuation plans.

High Magnitude: Extreme destruction to applicable assets with little to no functionality. Injuries and functionality to daily livelihood are extremely heightened. Applicable assets will have significant challenges for repair and elongated periods of construction before functionality can be resumed. Health concerns are at an extreme likelihood with strong coercion for evacuation plans.

OAKLEY
CALIFORNIA

City of Oakley Climate Action Plan
Draft CAP Public Comment Register

2025

COMMENT REGISTER

Date	Name/Source	Role/Affiliation	Comment	Resolver	Resolution or Response	Status
4/10/2025	Paul Seger	Sierra Club	Form a Stakeholder Advisory Group: The final CAP should be revised through an inclusive process that actively involves nonprofits, community groups, local watershed and salmon run advocates, and other interested parties. This collaborative approach will ensure that our collective expertise and local knowledge shape the CAP's measurable targets and enforcement strategies.	Cumming Group	This is not currently feasible given City resources, project timeline, and staff capacity. No changes were made, but the City will take this under advisement.	Resolved
4/10/2025	Paul Seger	Sierra Club	Request an Extension of the Public Comment Period: Given the significant gaps and the need for more robust stakeholder input, we respectfully request that the City extend the public comment period. An extension will allow time to form a stakeholder advisory group and will facilitate a more comprehensive, community-driven revision process. We respectfully call on the City Council to: *Extend the CAP review period by at least 45 days *Hold a second public workshop, co-hosted with local partners *Invite local environmental groups, watershed councils, and equity advocates into a short-term working group to improve the plan's content	Cumming Group	This is not currently feasible given City resources, project timeline, and staff capacity. No changes were made, but the City will take this under advisement.	Resolved
3/20/2025	Unknown	March Strategizing Workshop Attendee	Availability of mitigation for residents?	Cumming Group	There are actions within the Plan that emphasize partnerships and programs to provide resources to residents to support GHG mitigation.	Resolved
3/20/2025	Unknown	March Strategizing Workshop Attendee	Has this plan been shared with youth? OYAC? High schools?	Cumming Group	The City facilitated a General Public Comment period and two public workshops for all residents and age groups.	Resolved
3/20/2025	Unknown	March Strategizing Workshop Attendee	Add to historical intro in CAPRO (?) 1. Dupont chemical plant 1956-1998 20 years remediation 2. Zhuc (?) 96 capped and abandoned gas wells	Cumming Group	Comment is repeated through a separate comment below which has been addressed there.	Resolved
3/20/2025	Unknown	March Strategizing Workshop Attendee	School district food services link with local farms to purchase local fruit and produce for student meals	Cumming Group	Reference to sustainable food systems has been added in G-3.3 which lists partnerships with school districts on key topics.	Resolved
4/1/2025	Daniel Muelrath	Diablo Water District (DWD)	For your diesel vehicles have you looked at Renewable Diesel to reduce your GHGs?	Cumming Group	The City will take this under advisement.	Resolved
4/2/2025	Gary Farber	N/A	Re: Municipal Electricity: Report indicates that the city uses both PG&E and MCE electricity (2.2.2 on p. 17). The city should use MCE 100% renewable power as soon as this change can be made.	Cumming Group	This has been addressed through the goals, targets, and actions in the CAP.	Resolved
4/1/2025	Daniel Muelrath	Diablo Water District (DWD)	How does this take into account solar already installed or agencies like DWD that are nearly carbon neutral and will be by Dec 21, 2027?	Cumming Group	Appendix revisions speak to this point: "This also does not include emissions tied to other agencies that service Oakley, such as Diablo Water District or nearby transit agencies."	Resolved
4/2/2025	Gary Farber	N/A	The report does not address whether there are toxic waste facilities where sea level rise could cause toxins that are below the surface to migrate beyond their current field to areas where the toxins would cause danger to important ecosystems and to human-occupied areas. See the CA DTSC's Sea Level Rise web page at https://dtsc.ca.gov/climate-change/	Kimley Horn/Cumming Group	Language has been inserted to address this point.	Resolved

Date	Name/Source	Role/Affiliation	Comment	Resolver	Resolution or Response	Status
4/5/2026	Dapushka	N/A	Stop wasting time, and money on this nonsense! The 15 minute City with a bicycle? Here? Come on? There are areas of this city where streets need resurfacing. Spend money there. Require residents to keep up property. I saw photos of trash 6 feet high built up at the apartment complex on Carol Lane. Like a 3rd world country! It has taken all my strength not to blast it on X. Let whatever farmers you have left be farmers. Let people just be for God's sake! Go to China, and speak to them about the pollution they create that comes to this area via the Jet Stream. Worry about the homeless on narcotics walking around, and sleeping on the streets here. This nonsense Climate business is over.	Cumming Group	The City will take this under advisement.	Resolved
4/1/2025	Daniel Muelrath	Diablo Water District (DWD)	numbering doesn't start at 1.)	Cumming Group	Numbering has been revised to start at 1.	Resolved
4/1/2025	Daniel Muelrath	Diablo Water District (DWD)	Higher sea level (bay / delta) levels will compound the impacts of high precipitation events.	Kimley Horn/Cumming Group	Language has been inserted to address this point.	Resolved
4/1/2025	Daniel Muelrath	Diablo Water District (DWD)	The average annual may stay near consistent, but storms are projected to have higher rain intensities.	Kimley Horn/Cumming Group	Language has been inserted to address this point.	Resolved
4/6/2025	Zoe Siegel	Greenbelt Alliance	6. Important Modifications to Asset Vulnerability Table The Asset Vulnerability and Climate Hazard Risks Table (Table 4, page 28), lists out the risks and where the city plans to take action. The mitigation strategies for precipitation, flooding and sea level rise are all essentially interchangeable (eg, precipitation and SLR cause flooding) and should be in one column. Additional recommendations include: ● Add a Legend or Clarify Definitions: "Take Action" vs. "Accept Risk" could be interpreted in many ways. A brief legend could define: ○ What qualifies as a "Take Action" level of risk (e.g., high vulnerability + high consequence?) ○ What "Accept Risk" means — does it imply low vulnerability, or just lower priority? ○ Whether "Take Action" implies an existing adaptation plan or a need for one.	Kimley Horn/Cumming Group	Language has been inserted to address this point.	Resolved
4/6/2025	Zoe Siegel	Greenbelt Alliance	● Indicate Time Horizon or Trend: Are these risks current, near-term, or long-term (e.g., 2050 vs. 2100)? ○ This would help prioritize adaptation investments based on when impacts are expected. ● Link to Existing Plans or Actions. Add icons or footnotes indicating whether an asset: ○ Already has a mitigation/adaptation plan. ○ Has funding allocated or an ongoing project. ○ Is under jurisdiction of a specific agency (for accountability or coordination). ● Group or Layer Assets by Type or System ○ Grouping assets by sector (natural, infrastructure, community) could show which systems are most broadly exposed. ○ For instance: ■ Ecosystems: Legless Lizard Preserve, Big Break, etc. ■ Lifeline Infrastructure: Water, utilities, hospitals, roads. ■ Community Assets: Downtown Oakley, schools, housing.	Kimley Horn/Cumming Group	Language has been inserted to address this point.	Resolved
4/10/2025	Paul Seger	Sierra Club	Establish a “Climate Resilience Impact Fee” fund, based on parcel-level flood, fire, and heat risk data, and supported by CEQA nexus findings.	Cumming Group	The City will take this under advisement but will not include in the CAP at this time.	Resolved
4/10/2025	Paul Seger	Sierra Club	Adopt electrification and EV reach codes effective 2026, and promote builder access to CalGreen Tier 2 incentives, federal 45L tax credits, and CEC’s $25M reach code implementation support fund.	Cumming Group	The City will take this under advisement but will not include in the CAP at this time.	Resolved
4/10/2025	Paul Seger	Sierra Club	Better attract public and private investment through a CAP that is enforceable (will make the city more favorable for various funding and grants, less vulnerable to higher insurance risk scoring/exclusion from regional funding consortia etc.)	Cumming Group	Funding section includes Actions that aim to be enforceable and effectively attract public and private investment.	Resolved

Date	Name/Source	Role/Affiliation	Comment	Resolver	Resolution or Response	Status
4/10/2025	Paul Seger	Sierra Club	The CAP is riddled with vague language like "consider incentives," "explore options," and "support sustainability efforts" without any measurable goals, deadlines, or enforcement	Cumming Group	Before finalizing and publishing, completed a pass to ensure at least all targets and actions are measurable/quantifiable/have deadlines to the extent feasible.	Resolved
3/20/2025	Unknown	March Strategizing Workshop Attendee	Let's be an example for Contra Costa Cities	Cumming Group	Comment has been integrated as a short statement in the Introduction.	Resolved
4/10/2025	Paul Seger	Sierra Club	Require Enforceable Deadlines, Metrics, and City Council Oversight	Cumming Group	CAP integrates enforceable deadlines and metrics to the extent possible.	Resolved
3/20/2025	Unknown	March Strategizing Workshop Attendee	(Re: G-2.1) A non-profit, special districts etc.	Cumming Group	CBOs are explicitly mentioned in the next item, no further changes needed.	Resolved
3/20/2025	Unknown	March Strategizing Workshop Attendee	(Re: G-2.1) Coordinate with Co	Cumming Group	CO could mean community organizations or county but hard to say without context. With reference to "jurisdictions" at many levels, no further changes are needed.	Resolved
4/1/2025	Daniel Muelrath	Diablo Water District (DWD)	(Re: G-2.3) DWD should be part of this too.	Cumming Group	DWD has been added accordingly.	Resolved
3/20/2025	Unknown	March Strategizing Workshop Attendee	(Re: G-2.3) Define collaboration	Cumming Group	This item doesn't mention collaboration but it does mention partnering, which is further defined it in the Actions (which were not included in the workshop) so this comment is integrated.	Resolved
4/2/2025	Gary Farber	N/A	(Re: G-3.1, also applies to G-3.2): While the State requires local jurisdictions to report local climate impacts in terms of GHG emissions, the calculations for this metric rely on an array of assumptions that may or may not be close to reflecting real conditions. And GHG emissions reports are not very informative to the general public as to the specific types and nature of actions being undertaken to diminish climate impacts. What would be more useful for the community, and policymakers, to track progress is to report existing conditions and changed conditions of specific systems that impact climate. Such reporting could be updated every one to two years, and report actual quantities – so that residents can gain a real understanding of how much progress has occurred, and how much remains to be done (i.e. the "opportunity" for additional progress in addressing the climate crisis). Example items to monitor, in total community quantities (where "community" includes residential and commercial properties): . Space Heating, gas systems, gas to heat pump alterations (community and municipal) . Water Heating, gas systems, gas to heat pump alterations (community and municipal) . Total vehicles, electric vehicles, plug-in hybrid vehicles (community and municipal) . EV charging at existing multifamily (MF) communities	Cumming Group	The City takes these examples under advisement and will consider them upon implementation.	Resolved
4/8/2025	Marti Roach	350 Contra Costa	A dashboard and regular reports to the public are important accountability measures. These should indicate metrics on actual actions taken that implicitly reduce greenhouse gas emissions. For example, the quantity of municipal, residential and commercial buildings that transitioned to operating with GHG free appliances. This plan, in general, lacks measurable targets and measurable actions--key to clear action pathways and accountability.	Cumming Group	The City takes these examples under advisement and will consider them upon implementation.	Resolved
3/20/2025	Unknown	March Strategizing Workshop Attendee	(Re: G-3.3) Do this more than annually!	Cumming Group	The City will take this under advisement.	Resolved
4/6/2025	Zoe Siegel	Greenbelt Alliance	5. Secure Additional Funding for Adaptation to Minimize Taxpayer Burden (Goal G-4: Climate Finance) • Apply for federal/state climate grants: Pursue FEMA, California Adaptation Grants, and Infrastructure Resilience Funds. • Implement a climate resilience fee: Introduce developer fees for new construction in high-risk areas to fund local adaptation measures. • Collaborate with regional partners: Work with Contra Costa cities to secure joint funding for transportation, flood control, and resilience projects.	Cumming Group	The first suggestion (federal/state climate grants) and the third suggestion (collaborating with regional partners) are already reflected here in the Actions. The second suggestion (climate resilience fee) has been considered but ultimately not integrated.	Resolved

Date	Name/Source	Role/Affiliation	Comment	Resolver	Resolution or Response	Status
4/8/2025	Marti Roach	350 Contra Costa	Funding. It is commendable that you addressed funding as an action area. In our experience, the only way a municipality can move forward significantly is to allocate dedicated funds from the general fund or another stable funding stream to anchor the necessary staff time and/or consultant assistance. Grants can supplement, but this effort will fail to reach its timed targets with no committed core funding. Related to this, your FTE estimates in the goal table are unclear as they do not indicate the time-frame needed for the FTE requirement. What is your baseline estimate of the FTEs needed between now and 2040 to significantly lead this work?	Cumming Group	Language/fine tuning in the ROM Cost columns related to FTEs have been added accordingly.	Resolved
3/20/2025	Unknown	March Strategizing Workshop Attendee	Monitor federal EPA (funding opportunities)	Cumming Group	Federal funding is included in Actions that were not included in the workshop materials, so no action needed.	Resolved
4/10/2025	Paul Seger	Sierra Club	There is no dedicated funding plan for implementing their sustainability goals, which makes their entire strategy meaningless.	Cumming Group	A key action in the CAP is developing a funding strategy.	Resolved
4/10/2025	Paul Seger	Sierra Club	Oakley's CAP is filled with language like "explore," "consider," and "support." These are not action verbs. They do not meet the standard of SB 379, AB 1279, or the Governor's Executive Orders requiring measurable emissions reduction and resilience progress.	Cumming Group	Did a pass replacing some of this language with stronger action verbs for enforceability.	Resolved
4/1/2025	Mike Moore	Diablo Water District (DWD)	(Re: gas well sites within the East Cypress Corridor Specific Plan) I would like to bring to your attention an issue that would be of direct concern for the City of Oakley but only tangentially concerning the Climate Action Plan.	Cumming Group	This falls outside of the scope for this CAP, but will be take under advisement by the City.	Resolved
4/8/2025	Marti Roach	350 Contra Costa	Recommended areas for new actions: Note: the first three are from the SPUR Toolbox on transitioning to zero pollution building equipment. https://www.spur.org/sites/default/files/2024-04/SPUR_Fossil_Free_Heat.pdf 1. Develop programs with oversight from building inspectors to allow licensed contractors to permit, inspect, and certify installations of zero-emission appliances. 2. Streamline city permitting and inspections and amend local zoning and planning codes to reduce barriers to heat pump installation, including restrictions on available space. 3. Ensure that contractors are legally able to offer temporary loaner gas furnaces and water heaters (or 120V heat pump water heaters) while permanent zero-pollution equipment is being installed. 4. Exploring adding incentives for heat pump and induction stove technology in the permitting process. 5. Partner with MCE, community groups to identify ways to support low-income households making the transition to heat pump technology.	Cumming Group	Recommended additional actions are all too specific to heat pumps, so no additional action is needed, but the City will take these under advisement.	Resolved
4/2/2025	Gary Farber	N/A	Replace such terms as "decarbonization", "decarbonize", etc. with such terms as "electrification", "phasing out GHG emissions" and "phasing out fossil fuels". Science tells us that we need to phase out not only CO2, but also methane (the primary ingredient in natural gas) and other warming gasses	Cumming Group	Per 350 Contra Costa's similar note, several suggested terminology changes have been made accordingly.	Resolved
4/8/2025	Marti Roach	350 Contra Costa	Revise to: "Reduce overall energy demand by electrifying municipal buildings and instituting other energy efficiency measures." (decarbonization covers burning fossil fuels and embodied carbon so is less useful a term)	Cumming Group	This comments aligns with a similar comment from GF. Recommendation has been made with a few tweaks.	Resolved
4/8/2025	Marti Roach	350 Contra Costa	1. Add an Action: "When HVAC and water heater systems need replacing, replace with heat pump technology." 2. Add an Action: "Replace cooktops, when needed, with induction technology."	Cumming Group	B-1.2 Action 2 covers both items, no additional changes are needed.	Resolved

Date	Name/Source	Role/Affiliation	Comment	Resolver	Resolution or Response	Status
4/2/2025	Gary Farber	N/A	Re: Existing Municipal Buildings: A) B1.1 is described as phasing out fossil fuels ("decarbonization" in the report's terminology), but does not mention existing fossil fuel systems! All existing fossil fuels systems should be evaluated for replacement with electric systems, ASAP. B) To focus resources where they will be most useful, audits should only be required on buildings that are more than 20 years old. This is a reflection of the fact that, in terms of energy efficiency, the state's building energy code was fairly stringent 20 years ago (although it did not address building GHG emissions at that time). C) Rather than 'significant remodeling' being a trigger for municipal building audits, any municipal building that is over 20 years old that has not had an energy audit in over 15 years ought to receive an energy audit ASAP. D) LED lighting? Most older buildings use fluorescent lighting. LED lighting is modestly more energy-efficient. However, whether switching from fluorescent to LED is practical should be decided after an energy audit that would assess the cost and energy savings of a variety of energy upgrades. Certainly, any current incandescent lighting should be replaced with LED lighting ASAP, and any current fluorescent lighting should be replaced with LED when the fluorescent lighting has reached the end of its useful life.	Cumming Group	(A) GF has similar comments throughout the report requesting that "decarbonization" be replaced with electrification and be more specific about fossil fuels. This also aligns with 350 Contra Costa's comments. Terminology revisionshave been made throughout accordingly. (B) New mention of "older buildings" now in B-1.2 action 2 (C) Do not recommend removing the item about significant remodels being a trigger, but now have new mention of "older buildings" and have also added a new mention about "recent" audits (D) LED lighting is already in the Actions in B-1.1, no action needed	Resolved
4/8/2025	Marti Roach	350 Contra Costa	(Re: Goal B-1) Revise to: "Electrify appliances in municipal buildings and assets by 2035."	Cumming Group	This aligns with GF's comments as well; suggestions have been made accordingly.	Resolved
4/2/2025	Gary Farber	N/A	Re: Existing Residential and Commercial Buildings: A) Draft calls for adoption of "Energy-Efficient" Appliances. Building energy-efficiency is very important, and the report's inclusion of building energy audits for existing buildings are welcome. However, the State's building energy code already calls for use of energy-efficient space and water heating systems. Therefore, the emphasis should change from energy-efficient appliances to phasing out fossil fuel (e.g. natural gas) appliances within the existing building stock. The city should establish a strong program of education and incentives to help property owners understand the benefits of switching to electric systems, and to provide financial help where necessary. B) Is financial support necessary for Oakley residents to use clean, renewable electricity? MCE rates are almost identical to PG&E rates as of March 2025. C) A very important element is missing from the draft plan's suggested policies regarding existing buildings: Preparing for the upcoming elimination of natural gas water heating and space heating systems, per BAAD regulations. The city needs to help educate property owners about the new regulations, and the need to assess whether their properties are ready for the switch from gas to heat pump water and heat pump space conditioning systems. Furthermore, the city should help those for whom upgrade costs will exceed their financial means.	Cumming Group	(A) Energy efficient appliances for existing housing stock is already in B-1.2 action 2. Various actions across B-1 mention educational resources and incentives, but language has been clarified little more in B 1.2 action 5. (B) Language re: financial support for low-income community members should not be removed entirely; but content has been moved to a later action where it worked a little better. (C) B-1.2 action 2 has been tweaked to mention educational resources.	Resolved
4/8/2025	Marti Roach	350 Contra Costa	(Re: B-1.2): Replace with "Existing residential and commercial buildings will be more energy efficient and rely on non-polluting energy by 2040."	Cumming Group	As this aligns with GF's comments as well, have made a revised adjustment accordingly.	Resolved
3/20/2025	Unknown	March Strategizing Workshop Attendee	Need building electrification code by City - needs CEC approval. Define collaborate.	Cumming Group	The City will take this under advisement. No changes made to language.	Resolved

Date	Name/Source	Role/Affiliation	Comment	Resolver	Resolution or Response	Status
4/2/2025	Gary Farber	N/A	Re: New Municipal Buildings: A) The 2025 CA building energy code (effective date 1/1/26) will make electric (i.e. heat pump space and water heating the “standard” (Prescriptive) systems for most buildings. For its municipal buildings, Oakley could simply require that all new buildings use electric heating systems (which inexplicably the current draft SAP does not call for). (see item 2A on page 3 of this letter for additional information on new building electrification trends) B) There is no need to call for “solar ready” construction. The current CA building energy code includes a Prescriptive solar electric mandate for most buildings, and calls for solar ready accommodations when solar electric systems are not installed. C) At both existing and new municipal buildings, the CAP should establish a goal for these buildings to include solar electric (PV) collectors, whole building battery systems, and EV charging that is tied to the solar/battery system.	Cumming Group	(A) B-1.3 specifically is about establishing energy efficiency requirements like electric appliances for new buildings. No further action needed. (B) Have “softened” B-1.3 action 1 accordingly and now specifically mention alignment with state goals. (C) B-1.2 last action already includes PV installation/energy storage incentivization for different building types. EV charging is in a different category so doesn't specifically need a call out here.	Resolved
4/2/2025	Gary Farber	N/A	Re: New Residential and Commercial Buildings: A) The 2025 CA building energy code (effective date 1/1/26) will make electric (i.e. heat pump) space and water heating the “standard” 4 systems for all residential, and most non-residential, buildings. Already, the current 2022 energy code, which (for the first time) contained a residential building Prescriptive requirement for heat pump water heating in some Climate Zones, heat pump space conditioning in other Climate Zones, and heat pump space conditioning for most nonresidential buildings in all Climate Zones, may be spurring the large majority of new buildings in the State that are being built as all-electric. With the State’s building energy code already considered to be fairly stringent in terms of energy efficiency measures (envelope, lighting and mechanical), and with most new buildings now being designed as all-electric (per IOU data referenced in footnote 5), I recommend that the city focus their efforts on phasing out fossil fuel use within the existing building stock, rather than investing time and effort in developing greater “energy-efficiency” requirements for new buildings. Furthermore, it is well established that building departments in CA often miss errors in energy compliance reports, in construction documents (i.e. not specifying compliant systems and materials), and in the field miss non-compliant construction features. Improving training of building department staff that are tasked with energy code compliance can be very helpful in improving compliance and reducing energy use and GHG emissions.	Cumming Group	(A) B-1.2 already has goals related to existing housing stock retrofits. (B) Have “softened” the solar-ready note and it now mentions alignment with state goals.	Resolved
4/2/2025	Gary Farber	N/A	B) There is no need to call for “solar ready” construction. The current CA building energy code includes a Prescriptive solar electric mandate for most buildings, and calls for solar ready accommodations when solar electric systems are not installed.	Cumming Group	(A) B-1.2 already has goals related to existing housing stock retrofits. (B) Have “softened” the solar-ready note and it now mentions alignment with state goals.	Resolved

Date	Name/Source	Role/Affiliation	Comment	Resolver	Resolution or Response	Status
4/10/2025	Paul Seger	Sierra Club	To avoid placing unfunded mandates on homeowners later, the CAP should commit to front-loading climate responsibility at the point of new development—when it is most feasible and cost-effective. We propose the following: Climate Resilience Impact Fees: 1.New development must contribute to local infrastructure that mitigates its own impact (e.g., stormwater upgrades, urban forestry, cooling infrastructure). 2.Tier fees based on risk zone (e.g., creek-adjacent parcels, heat islands, areas with known poor drainage). 3.Direct revenues to a Climate Resilience Fund, publicly tracked. Reach Code Requirement for All Permitted Construction by 2026: 1.Require all-electric, solar-ready, EV-ready new builds 2.Offer rebates to developers who build above code via state and federal incentives 3.Include performance compliance deadlines within 18 months of plan approval Equity Offset Program: 1.Developer contributions must include a small percentage for retrofits and rebates to help low-income homeowners upgrade older buildings (e.g., for electrification, shade installations, floodproofing)	Cumming Group	The City will take these recommendations under advisement, but will not integrate into the CAP at this time.	Resolved
4/10/2025	Paul Seger	Sierra Club	The plan does not require net-zero energy construction or all-electric building mandates for new projects.	Cumming Group	Actions already have similar goals accordingly.	Resolved
	Daniel Muelrath		(Re: B-1.3) Energy and water	Cumming Group	Language has been revised accordingly.	Resolved
4/8/2025	Marti Roach	350 Contra Costa	The plan does not reference the Bay Area Air District Appliance rules taking effect in 2027, 2029 and 2031. https://www.baaqmd.gov/rules-and-compliance/ruledevelopment/ building-appliances. Targets and Actions should include planning/action supporting the upcoming elimination of natural gas water heating and space heating systems through education, policies and practices.	Cumming Group	Reference has been added to alignment with regional and statewide regulations in B-1.2 and B-1.3.	Resolved
4/10/2025	Paul Seger	Sierra Club	We urge the City to introduce a Climate Resilience Fee for new developments in vulnerable areas. Such a fee would fund necessary adaptation projects (e.g., levee reinforcement, creek buffer restoration) and ensure that developers share the long-term costs of climate adaptation, rather than shifting these burdens to homeowners.	Cumming Group	The City will take these recommendations under advisement, but will not integrate into the CAP at this time.	Resolved
3/20/2025	Unknown	March Strategizing Workshop Attendee	(Re: Goal B-1) Free or cheap energy is core to economic success	Cumming Group	The City will take this under advisement.	Resolved
3/20/2025	Unknown	March Strategizing Workshop Attendee	Work with contractors (landscape) that use electrical equipment. Non-gas powered equipment, trucks/vehicles that are electric, etc.	Cumming Group	The City will take this under advisement. Support for vehicle electrification and Evs is included in the CAP.	Resolved
4/2/2025	Gary Farber	N/A	Re: Landscape Maintenance Equipment: This category does not appear to be included in the draft CAP. Gasoline powered landscape maintenance equipment is a large source of both toxic air pollutants and GHG emissions. While CA has banned the sale of many types of gasoline powered maintenance equipment, the State has not banned there use. Many local jurisdictions have banned their use – to reduce both air and noise pollution. Oakley ought to consider phasing out the use of such fossil fuel burning equipment at both municipal operations and throughout the community.	Cumming Group	The City will take these recommendations under advisement, but will not integrate into the CAP at this time.	Resolved
3/20/2025	Unknown	March Strategizing Workshop Attendee	Solar for homes = cheaper	Cumming Group	The City will take this under advisement.	Resolved
4/10/2025	Paul Seger	Sierra Club	The solar energy targets are weak, relying on "encouragement" rather than mandates for commercial/industrial buildings to install on-site renewables.	Cumming Group	The City will take these recommendations under advisement, but will not integrate into the CAP at this time given present resources.	Resolved
3/20/2025	Unknown	March Strategizing Workshop Attendee	Plan your trips - encourage neighbors to coordinate shopping	Cumming Group	The City will take this under advisement.	Resolved
4/10/2025	Paul Seger	Sierra Club	There is no serious commitment to public transit expansion—just vague references to "collaboration"	Cumming Group	Public transit expansion does not fall under the City's jurisdiction, but the City takes this under advisement.	Resolved

Date	Name/Source	Role/Affiliation	Comment	Resolver	Resolution or Response	Status
4/2/2025	Gary Farber	N/A	Re: Encourage Transition to Electric Vehicles: A) Private Vehicles: Accommodate Electric Vehicles (EVs) (T-2.1 (p. 40): There is now fairly wide availability of public charging infrastructure. However, public chargers are more expensive to use, and less convenient, than chargers located where residents live. Most plug-in hybrids cannot use DC fast chargers. And studies show that routine (rather than occasional) use of fast charging has a negative impact on battery life. The 2025 CalGreen “green building” code (effective date 1/1/26) will require generous charging infrastructure for new multi-family (MF) buildings. However, there are no State requirements for adding charging infrastructure to existing MF buildings (except for certain alterations and additions). Low-power overnight EV charging is the most convenient and least expensive way to charge. However, most residents of existing MF communities do not have access to power for charging plug-in vehicles. Therefore, it is incumbent upon Oakley to provide education and incentives to owners of existing MF communities (excepting dwellings equipped with private garages). Note that BAAD has an incentive program for adding EV charging infrastructure to existing MF communities; however, most landlords may not be aware of EV charging infrastructure incentive programs. B) Mandate, or encourage, solar electric plus battery systems at new commercial EV charging stations. Offer incentives for retrofitting solar plus batteries at existing commercial EV charging stations. Incorporating solar plus batteries at charging stations reduces the load on the grid, and would allow the charging station to provide some charging even during grid blackouts.	Cumming Group	(A) Point addressed re: multi-family chargers, have added reference to it in T-2.1 action 4. (B) The City will take this under advisement.	Resolved
3/20/2025	Unknown	March Strategizing Workshop Attendee	(Re: Goal T-2) Concerns grid can’t keep up with demand	Cumming Group	Already have promoting grid resilience embedded throughout this document, so no further action here is needed.	Resolved
4/10/2025	Paul Seger	Sierra Club	The CAP fails to mandate EV charging infrastructure in all new developments.	Cumming Group	The City will take these recommendations under advisement, but will not integrate into the CAP at this time.	Resolved
3/20/2025	Unknown	March Strategizing Workshop Attendee	Can this be achieved sooner than 2040? Need specific plan and timetable for swapping gas powered city vehicles for Evs	Cumming Group	"Specific plan" is well-reflected in the actions; current targets have not been changed but the City will take this under advisement.	Resolved
4/2/2025	Gary Farber	N/A	Re: Municipal Fleet fossil fuel phase-out: Municipal Fleet fossil fuel phase-out: T-2.2 (p. 40) calls for developing a plan for all new municipal vehicles to be ZEVs. However, the SAP provides no timetable, and it is likely that not all EVs or other possible ZEVs will meet necessary criteria in every case. Therefore, we suggest that the city adopt the following plan, to take affect immediately upon adoption: A) All new city vehicles shall be EVs (or other ZEVs) when available ZEVs meet city criteria. B) Where available EVs do not meet city criteria, new city vehicles shall be plug-in hybrids where they meet city criteria; where available plug-in hybrids do not meet city criteria, new city vehicles shall be “mild” hybrids.	Cumming Group	The plan does provide a timetable (it says transition by 2040) so no additional response to that point is needed. The plan already says that newly-purchased city vehicles should be ZEVs so no additional response is needed. All fleet vehicles would eventually be ZEV through the “fleet management plan” that is developed.	Resolved
4/1/2025	Mike Moore	Diablo Water District (DWD)	There should be a definite plan to transition from internal combustion trucks to fully electric vehicles in the city's fleet...heavy duty electric vehicles are only 6-8 years behind electric and will catch up if the right conditions are met.	Cumming Group	The City will take these recommendations under advisement, but will not integrate into the CAP at this time.	Resolved
4/10/2025	Paul Seger	Sierra Club	The CAP...does not require businesses or government buildings to transition fleet vehicles to electric.	Cumming Group	The CAP includes actions pertaining to fleet vehicle transition. Fleet requirements for businesses is left to CARB to address and does not fall under Oakley's jurisdiction.	Resolved
4/2/2025	Gary Farber	N/A	Re: Smart Zoning and Land-use Planning: Oakley is a classic example of suburban sprawl type development. I applaud the CAP for addressing the need to encourage more compact development in locations that will not only decrease dependence on automobiles, and encourage the use of auto alternatives (transit and active transportation), but also create more convenient mixed use, walkable neighborhoods for those that prefer to live in areas that are not so focused on accommodating private motor vehicles.	Cumming Group	The City will take this under advisement.	Resolved

Date	Name/Source	Role/Affiliation	Comment	Resolver	Resolution or Response	Status
4/6/2025	Zoe Siegel	Greenbelt Alliance	1. Strengthen Flood Resilience (Aligns with Goal A-1: Improve City Infrastructure) • Expand stormwater capture projects: Install rain gardens, infiltration basins, and green infrastructure in municipal areas to reduce urban flooding. • Upgrade drainage systems: Conduct flood risk mapping and enhance stormwater basins to protect residential areas near Marsh Creek and East Cypress Road. • Coordinate with Contra Costa agencies: Improve levee maintenance and drainage infrastructure by leveraging partnerships with Contra Costa County and regional flood control agencies.	Kimley Horn/Cumming Group	Language has been added accordingly.	Resolved
4/6/2025	Zoe Siegel	Greenbelt Alliance	3. Increase Wildfire Preparedness (Goal A-1.1: Wildfire Management) • Improve fire buffer zones: Establish vegetation clearing programs near Oakley's grassland-urban interface. Mandate defensible space around homes and businesses to lower the risk of total property loss. • Enhance emergency evacuation plans: Develop fire escape route maps and ensure clear signage in high-risk zones. • Incorporate prescribed burns: Work with regional fire departments and Indigenous groups on controlled burns to reduce wildfire fuel loads.	Kimley Horn/Cumming Group	Language has been added accordingly.	Resolved
3/20/2025	Unknown	March Strategizing Workshop Attendee	Establish a tree/urban forest master plan	Kimley Horn/Cumming Group	Language has been added accordingly.	Resolved
4/6/2025	Zoe Siegel	Greenbelt Alliance	2. Improve Heat Resilience to Lower Energy Costs and Increase Livability (Goal A-1.2: Extreme Heat Adaptation by 2030) • Expand tree canopy: Target low-income and high-heat neighborhoods for shade tree planting and prioritize drought-resistant, native species. This would also reduce cooling costs for homeowners and businesses. • Install shade structures and cooling amenities: Provide splash pads, shaded bus stops, and public drinking fountains in heat-vulnerable areas. • Retrofit public buildings as cooling centers: Upgrade community centers with battery storage and backup power to function as cooling hubs.	Kimley Horn/Cumming Group	Language has been added accordingly.	Resolved
3/24/2025	Mike Moore	Diablo Water District (DWD)	Consider adding a new action about exploring water reduction guidelines for new municipal/community-wide buildings, per an earlier DWD note.	Cumming Group	The City will take these recommendations under advisement, but will not integrate into the CAP at this time.	Resolved
4/6/2025	Zoe Siegel	Greenbelt Alliance	4. Implement Sea Level Rise Protections to Prevent Property Devaluation (Goal A-3: Infrastructure Design for Climate Impacts) • Enhance coastal defenses: Work with state and federal agencies to monitor sea level rise projections • Update building codes: Require elevated foundations and flood-resistant materials in new developments near flood-prone zones. • Support wetland restoration: Restore marshland buffers to absorb storm surges and prevent coastal erosion.	Kimley Horn/Cumming Group	Language has been added accordingly.	Resolved
3/20/2025	Unknown	March Strategizing Workshop Attendee	(Re: Goal A-3) Every 5 years feels too long. Maybe every 2?	Cumming Group	The City will take these recommendations under advisement, but will not integrate into the CAP at this time.	Resolved
3/20/2025	Unknown	March Strategizing Workshop Attendee	(Re: Goal A-3.3) Should be annual review	Cumming Group	"Annual" has been added accordingly.	Resolved
4/1/2025	Daniel Muelrath	Diablo Water District (DWD)	(Re: Goal A-3.3) Mapping and evacuation road routes.	Cumming Group	Language has been added accordingly.	Resolved

Date	Name/Source	Role/Affiliation	Comment	Resolver	Resolution or Response	Status
4/10/2025	Paul Seger	Sierra Club	The CAP should include legally enforceable deadlines and specific performance measures for key areas—such as flood resilience (and what that means), shoreline and creekbank protection, and riparian habitat restoration. This must include clear metrics for developer contributions to adaptation infrastructure that will mitigate risks such as sea level rise and groundwater contamination.	Cumming Group	A recent pass has been done to make Actions are measurable/quantifiable.	Resolved
4/1/2025	Daniel Muelrath	Diablo Water District (DWD)	This is vague...what does it mean?	Kimley Horn/Cumming Group	Language has been added accordingly.	Resolved
3/20/2025	Unknown	March Strategizing Workshop Attendee	1.Dupont chemical former plant 2.96 capped and abandoned gas wells	Cumming Group	The City will take this under advisement, though this does not fall within the scope of the CAP.	Resolved
4/10/2025	Paul Seger	Sierra Club	The CAP lacks policies for mandatory conservation easements, which would ensure that some land is permanently protected.	Cumming Group	Addressed through Kimley Horn's edits.	Resolved
4/1/2025	Daniel Muelrath	Diablo Water District (DWD)	(Re: A-4.3) Should apply to stormwater, water, sanitary, etc.	Cumming Group	Language has been added accordingly.	Resolved
4/10/2025	Paul Seger	Sierra Club	Oakley has no strategy to prevent farmland destruction, as evidenced by the Bridgehead project and previous rezoning actions that replaced prime agricultural land with warehouses.	Cumming Group	The City will take these recommendations under advisement, but will not integrate into the CAP at this time.	Resolved
3/20/2025	Unknown	March Strategizing Workshop Attendee	Work with entities doing this work! Contra Costa Resource Conservation District, Land Trusts Cooperative Extension. All of the above if possible.	Cumming Group	New explicit mentions to parallel organizations have been added accordingly.	Resolved
4/1/2025	Daniel Muelrath	Diablo Water District (DWD)	Seems like a miss to not mention Sustainable Coco somewhere in the CAP as they are a huge potential resource.	Cumming Group	Have added direct mention under G-2.2 (Develop guidelines for effective engagement and collaboration with CBOs)	Resolved
	Daniel Muelrath		(Re: Table B-1) What about renewable diesel?	Cumming Group	The City will take this under advisement.	Resolved
3/24/2025	Mike Moore	Diablo Water District (DWD)	There are references in Oakley Climate Action Plan to a 2018 Local Hazard Mitigation Plan (LHMP). The City Council of Oakley approved the 2024 Oakley LHMP Annex on February 11, 2025 and the County Board of Supervisors approved the County LHMP Vol 1 at the November 5, 2024 Board Meeting. These are the following CAP pages where I found references to the 2018 LHMP: 66, 70, 71, 73, 80, 81, 82. KS: This is a comment we also received from DWD. We do need to update the document to reference the currently approved 2024 Hazard Mitigation Plan. Link to County's main page with Oakley's annex and County's plan: Local Hazard Mitigation Plan | Contra Costa County, CA Official Website	Kimley Horn/Cumming Group	Language has been added accordingly.	Resolved
4/1/2025	Mike Moore	Diablo Water District (DWD)	DWD has a series of detailed comments throughout Appendices C and D highlighted in purple. @KH team I have provided those PDF comments directly in my email thread.	Kimley Horn/Cumming Group	Language has been added accordingly.	Resolved

City of Oakley

Climate Action Plan

Public Comment Period: Summary of Feedback Addressed

In response to the 100+ comments generated from the City of Oakley's Public Comment Period between March and April 2025, the project team organized, considered, and in many cases integrated Climate Action Plan (CAP) edits into the final CAP. A summary of major public comment feedback integrated into the final CAP is included below.

Enforceable Language

In response to comments from members to of the public as well as climate organizations such as the Sierra Club and 350 Contra Costa, the final CAP includes changes to language to ensure that Targets and Actions are measurable and quantifiable to the extent feasible (e.g., replacing "Adopt policies" with "Require").

Buildings and Energy Section Refinement

In accordance with feedback from members of the public as well as local climate organizations such as 350 Contra Costa and the Sierra Club, the final CAP includes a variety of refinements to the Buildings and Energy category. These edits include increased specificity in language by replacing terms like "decarbonization" with "electrification", adjustments to goals related to older buildings and building retrofits and their relationship to energy efficiency upgrades and appliance replacements, and clarification surrounding EV charging incentives and the transition to an electric municipal fleet.

Climate Vulnerability and Adaptation Iteration

In response to comments from members of the public as well as peer agencies like the Diablo Water District, the final CAP includes adjustments in its references to future precipitation patterns, flooding/storm risk and resilience, wildfire risk, and extreme heat, in alignment with local subject matter experts.

Direct References to Collaborating Entities

In accordance with comments from Oakley's March public workshop as well as peer agencies like the Diablo Water District, the final CAP includes more direct references to collaborating jurisdictions, entities, and organizations, such as Contra Costa County, Tri Delta Transit, Diablo Water District, and Sustainable Contra Costa.

Date and Cadence Updates

In response to wide-ranging comments regarding CAP enforceability and timeline for goals, the final CAP includes a variety of smaller adjustments to elements such as cadence for recurring activities, estimated completion dates, and other language adjustments.

PLANNING COMMISSION
RESOLUTION NO. 3-25

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF OAKLEY RECOMMENDING THE CITY COUNCIL ADOPT THE CITY OF OAKLEY CLIMATE ACTION PLAN 2025

WHEREAS, a Climate Action Plan (CAP) is a document that lays out a plan for how an agency will aim to reduce greenhouse gas (GHG) emissions, usually through decarbonization and greening efforts, and bolster infrastructural and community-wide resilience to the impacts of climate change; and

WHEREAS, the State of California has set forth climate goals for continued reduction of GHG emissions and total carbon neutrality by 2045; and

WHEREAS, the State's Climate Change Scoping Plan encourages local governments to adopt goals to reduce GHG emissions consistent with the State's goals which are 15% below 1990 levels by 2020, 40% below 1990 levels by 2030, and 80% below 1990 levels by 2050; and

WHEREAS, Oakley General Plan Program 6.2.B states, "Adopt and implement a Climate Action Plan by 2025 that complies with State greenhouse gas emission targets;" and

WHEREAS, adopting a CAP that complies with the State's GHG reduction targets is a crucial next step for the City to meet the State's GHG emission targets; and

WHEREAS, on November 14, 2023, the City Council adopted Resolution 111-23 for the purposes of soliciting Request for Proposals and Qualifications ("RFP") for the purposes of securing planning consulting services to support the City in completing a Climate Action Plan. The RFP included an amount not to exceed $100,000, all of which was appropriated under Consulting for the Planning Division in the 2023-2024 Fiscal Year General Fund budget; and

WHEREAS, on March 26, 2024, the City of Oakley adopted Resolution 42-24 to formally develop a Climate Action Plan and engaged consultant Cumming Group to manage and execute this process; and

WHEREAS, the City of Oakley held a public workshop on November 18, 2024, focused on introducing the public to the concept of the CAP, the goals of the document, and receiving input on what the public wants to see as part of the document's adoption and implementation; and

WHEREAS, the City of Oakley held a public Joint Work Session On January 28, 2025, with the City Council and the Planning Commission with the goal of reporting out on the progress on the City of Oakley's CAP and review of the initial menu of goals, targets, and actions for the plan. The City Council and Planning Commission provided feedback on

the four sustainability categories (Governance and Leadership, Buildings and Energy, Transportation and Land Use, and Adaptation and Resilience) presented by the Cumming Group and Staff; and

WHEREAS, the City of Oakley held a second public workshop on March 20, 2025, provided the public with a more focused approach where Cumming Group presented the CAP Goals and Targets and asked the public to participate in a Stoplight Poll. The poll allowed the public to provide feedback on the goals and targets that would be outlined in the CAP; and

WHEREAS, The CAP is consistent with the Strategic and Thoughtful Growth Objectives within Oakley's Strategic Plan 27+, as it furthers the City's efforts to encourage objective decision-making versus subjective decision-making for application approvals to meet Oakley's vision and economic goals. This is done by focusing on formal plans and study outcomes; and

WHEREAS, The CAP aligns with the City of Oakley's Strategic Plan 27+ objectives, specifically the Strategic and Thoughtful Growth objective, by promoting environmental stewardship through goals related to energy efficiency, air quality, and greenhouse gas emissions. The Strategic Plan further recommends adoption and implementation of a Climate Action Plan by 2025 that meets the State's greenhouse gas reduction targets and supports the broader goals of the Oakley General Plan. The CAP supports the objectives and goals outlined in the Strategic Plan; and

WHEREAS, Pursuant to the California Environmental Quality Act ("CEQA") Guidelines Section 15060(c), the Climate Action Plan is potentially considered a project under CEQA; and

WHEREAS, Pursuant to CEQA Guidelines Section 15061(b)(3) the Climate Action Plan is covered by the "Common Sense" Exemption that excludes projects where "The activity is covered by the general rule that CEQA applies only to projects, which have the potential for causing a significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA."; and

WHEREAS, on or before April 25, 2025, the Notice of Public Hearing for the project was duly noticed in the East Bay Times, a newspaper of general distribution, was posted at Oakley City Hall located at 3231 Main Street, outside the gym at Delta Vista Middle School located at 4901 Frank Hengel Way, and outside the library at Freedom High School located at 1050 Neroly Road, and was mailed out to outside agencies, and parties requesting such notice; and

WHEREAS, on May 6, 2025, the Planning Commission opened the public hearing at which it received a report from City Staff and the City's consultant, oral and written testimony from the public, and deliberated on the project. At the conclusion of its

deliberations, the Planning Commission took a vote and adopted this resolution to recommend the City Council approve the City of Oakley Climate Action Plan 2025; and

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

WHEREAS, these Findings are based on the City's General Plan, the City's Zoning Ordinance, and the information submitted to the Planning Commission at its May 6, 2025 meeting, both written and oral, including oral information provided by the applicant, as reflected in the minutes of such meetings, together with the documents contained in the file for the project (hereinafter the "Record").

NOW, THEREFORE, BE IT RESOLVED THAT, on the basis of the above findings of fact and the entire Record, the Planning Commission makes the following additional findings in support of the approvals:

A. The foregoing recitals are true and correct and are incorporated by reference into this action;

B. The Climate Action Plan conforms to the provisions and standards of the General Plan;

C. The Climate Action Plan is consistent with the balance of the General Plan.

D. The Climate Action Plan is necessary to implement the goals and objectives of the General Plan, specifically General Plan Program 6.2.B that states, "Adopt and implement a Climate Action Plan by 2025 that complies with State greenhouse gas emission targets;

E. The Climate Action Plan is consistent with the Strategic and Thoughtful Growth Objectives within Oakley's Strategic Plan 27+, as it furthers the City's efforts to encourage objective decision-making versus subjective decision-making for application approvals to meet Oakley's vision and economic goals;

F. The Climate Action Plan aligns with the City of Oakley's Strategic Plan 27+ objectives, specifically the Strategic and Thoughtful Growth objective, by promoting environmental stewardship through goals related to energy efficiency, air quality, and greenhouse gas emissions.

G. The Climate Action Plan is consistent with the Strategic Plan's recommendation to adopt and implement a Climate Action Plan by 2025 that meets the State's greenhouse gas reduction targets and supports the broader goals of the Oakley General Plan;

H. The project complies with Measure J Growth Management requirements.

BE IT FURTHER RESOLVED THAT, on the basis of the above Findings and the Record, the Planning Commission hereby adopts a resolution recommending the City Council adopt the City of Oakley Climate Action Plan 2025.

PASSED AND ADOPTED by the Planning Commission of the City of Oakley this 6th day of May 2025 by the following vote:

AYES: Harvey, Oliveros, Price, Verduzco
NOES:
ABSTENTIONS:
ABSENT: Chuiko

APPROVED:

Diego Verduzco, Chair

ATTEST:

Kim Snodgrass, City Clerk

5/12/25
Date

RESOLUTION NO. -25

A RESOLUTION OF THE CITY OF OAKLEY CITY COUNCIL ADOPTING THE CITY OF OAKLEY CLIMATE ACTION PLAN 2025

WHEREAS, a Climate Action Plan (CAP) is a document that lays out a plan for how an agency will aim to reduce greenhouse gas (GHG) emissions, usually through decarbonization and greening efforts, and bolster infrastructural and community-wide resilience to the impacts of climate change; and

WHEREAS, the State of California has set forth climate goals for continued reduction of GHG emissions and total carbon neutrality by 2045; and

WHEREAS, the State's Climate Change Scoping Plan encourages local governments to adopt goals to reduce GHG emissions consistent with the state's goals which are 15% below 1990 levels by 2020, 40% below 1990 levels by 2030, and 80% below 1990 levels by 2050; and

WHEREAS, Oakley General Plan Program 6.2.B states, "Adopt and implement a Climate Action Plan by 2025 that complies with State greenhouse gas emission targets;" and

WHEREAS, adopting a CAP that complies with the state's GHG reduction targets is a crucial next step for the City to meet the state's GHG emission targets; and

WHEREAS, on November 14, 2023, the City Council adopted Resolution 111-23 for the purposes of soliciting Request for Proposals and Qualifications ("RFP") for the purposes of securing planning consulting services to support the City in completing a Climate Action Plan. The RFP included an amount not to exceed $100,000, all of which was appropriated under Consulting for the Planning Division in the 2023-2024 Fiscal Year General Fund budget; and

WHEREAS, on March 26, 2024, the City of Oakley adopted Resolution 42-24 to formally develop a Climate Action Plan and engaged consultant Cumming Group to manage and execute this process; and

WHEREAS, the City of Oakley held a public workshop on November 18, 2024, focused on introducing the public to the concept of the CAP, the goals of the document, and receiving input on what the public wants to see as part of the document's adoption and implementation; and

WHEREAS, the City of Oakley held a public Joint Work Session On January 28, 2025, with the City Council and the Planning Commission with the goal of reporting out on the progress on the City of Oakley's CAP and review of the initial menu of goals, targets, and actions for the plan. The City Council and Planning Commission provided feedback on the four sustainability categories (Governance and Leadership, Buildings

and Energy, Transportation and Land Use, and Adaptation and Resilience) presented by the Cumming Group and Staff; and

WHEREAS, the City of Oakley held a second public workshop on March 20, 2025, provided the public with a more focused approach where Cumming Group presented the CAP Goals and Targets and asked the public to participate in a Stoplight Poll. The poll allowed the public to provide feedback on the goals and targets that would be outlined in the CAP; and

WHEREAS, The CAP is consistent with the Strategic and Thoughtful Growth Objectives within Oakley's Strategic Plan 27+, as it furthers the City's efforts to encourage objective decision-making versus subjective decision-making for application approvals to meet Oakley's vision and economic goals. This is done by focusing on formal plans and study outcomes; and

WHEREAS, The CAP aligns with the City of Oakley's Strategic Plan 27+ objectives, specifically the Strategic and Thoughtful Growth objective, by promoting environmental stewardship through goals related to energy efficiency, air quality, and greenhouse gas emissions. The Strategic Plan further recommends adoption and implementation of a Climate Action Plan by 2025 that meets the State's greenhouse gas reduction targets and supports the broader goals of the Oakley General Plan. The CAP supports the objectives and goals outlined in the Strategic Plan; and

WHEREAS, Pursuant to the California Environmental Quality Act ("CEQA") Guidelines Section 15060(c), the Climate Action Plan is potentially considered a project under CEQA; and

WHEREAS, Pursuant to CEQA Guidelines Section 15061(b)(3) the Climate Action Plan is covered by the "Common Sense" Exemption that excludes projects where "The activity is covered by the general rule that CEQA applies only to projects, which have the potential for causing a significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA."; and

WHEREAS, on May 6, 2025, the Planning Commission opened the public hearing at which it received a report from City Staff and the City's consultant, oral and written testimony from the public, and deliberated on the project. At the conclusion of its deliberations, the Planning Commission took a vote and adopted Resolution 3-25 to recommend the City Council approve the City of Oakley Climate Action Plan 2025; and

WHEREAS, on or before May 30, 2025, the Notice of Public Hearing for the project was duly noticed in the East Bay Times, a newspaper of general distribution, was posted at Oakley City Hall located at 3231 Main Street, outside the gym at Delta Vista Middle School located at 4901 Frank Hengel Way, and outside the library at Freedom High School located at 1050 Neroly Road, and was mailed out to outside agencies, and parties requesting such notice; and

WHEREAS, on June 10, 2025, the City Council opened the public hearing at which it received a report from City Staff and the City's consultant, oral and written testimony from the public, and deliberated on the project. At the conclusion of its deliberations, the City Council took a vote and adopted this resolution to adopt the City of Oakley Climate Action Plan 2025; and

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

WHEREAS, these Findings are based on the City's General Plan, the City's Zoning Ordinance, and the information submitted to the City Council at its June 10, 2025 meeting, both written and oral, including oral information provided by the applicant, as reflected in the minutes of such meetings, together with the documents contained in the file for the project (hereinafter the "Record").

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

A. The foregoing recitals are true and correct and are incorporated by reference into this action;

B. The Climate Action Plan conforms to the provisions and standards of the General Plan;

C. The Climate Action Plan is consistent with the balance of the General Plan.

D. The Climate Action Plan is necessary to implement the goals and objectives of the General Plan, specifically General Plan Program 6.2.B that states, "Adopt and implement a Climate Action Plan by 2025 that complies with State greenhouse gas emission targets;

E. The Climate Action Plan is consistent with the Strategic and Thoughtful Growth Objectives within Oakley's Strategic Plan 27+, as it furthers the City's efforts to encourage objective decision-making versus subjective decision-making for application approvals to meet Oakley's vision and economic goals;

F. The Climate Action Plan aligns with the City of Oakley's Strategic Plan 27+ objectives, specifically the Strategic and Thoughtful Growth objective, by promoting environmental stewardship through goals related to energy efficiency, air quality, and greenhouse gas emissions.

G. The Climate Action Plan is consistent with the Strategic Plan's recommendation

to adopt and implement a Climate Action Plan by 2025 that meets the State's greenhouse gas reduction targets and supports the broader goals of the Oakley General Plan;

H. The project complies with Measure J Growth Management requirements.

BE IT FURTHER RESOLVED THAT, on the basis of the above Findings and the Record, the City Council hereby adopts a resolution adopting the City of Oakley Climate Action Plan 2025.

PASSED AND ADOPTED by the Planning Commission of the City of Oakley at a meeting held on the 10th day of June 2025 by the following vote:

AYES:

NOES:

ABSENT:

ABSTENTIONS:

APPROVED:

Shannon Shaw, Mayor Date

ATTEST:

Kim Snodgrass, City Clerk Date

DATE: June 10, 2025

Approved and Forwarded to the City Council

TO: Joshua McMurray, City Manager

FROM: Danielle Navarro, Assistant City Manager

SUBJECT: Waive the First Reading and Introduce an Ordinance Repealing and Reenacting Chapter 2.5 of the Oakley Municipal Code Concerning Emergency Organizations and Functions

Background and Analysis

In 2023, Staff contracted with Aegis Emergency Management to conduct an Emergency Management Program Assessment, which was received by the City Council and presented at the March 28th Council meeting that year. At the meeting, the City Manager reported that the Emergency Management Program would shift from the Police Department to the City Manager's Office under the new Assistant City Manager and additional items would be brought back to the Council to implement the City's Emergency Operations Plan.

The Assistant City Manager was hired in April 2023 and has been actively working with the Information Technology Manager to update the City's technology; updating the 2018 draft of the Emergency Operations Plan (EOP) as recommended by the Assessment and in compliance with new emergency planning legislation; sharing community emergency preparedness information with the community; updating the City's emergency services webpages; participating in the Multiagency Coordination (MAC) group through the Contra Costa County Office of Emergency Services (County OES), including twice serving as a functional exercise evaluator; and attending emergency operations trainings. Stakeholders, including County OES staff, are currently reviewing the EOP before it is submitted for City Council adoption.

In advance of the adoption of the EOP, staff proposed amendments to Oakley Municipal Code Chapter 2.5, Emergency Organization and Functions at the May 27, 2025 City Council meeting to: 1) implement the 2023 Emergency Management Program Assessment recommendations; 2) reflect position changes as a result of the City's 2023 reorganization; and 3) increase the purchasing authority in exigent circumstances in line with the current and rising costs of goods and services. At the meeting, the Council gave direction to Staff to make the following two changes to the proposed ordinance:

2.5.012(b) In the event the Director is unavailable to attend meetings or otherwise unable to perform his/her duties during an emergency, the office will be assumed by the following individuals in order of succession: Assistant Director, Chief of Police, Public Works Director/City Engineer, ~~or~~*then* other City employee as designated by the City Council.

- **2.5.018(a)** Each Council member shall nominate one standby member. Standby members must have prior experience having served on a~~n~~ *public* agency board, commission or council. Consideration shall be given to places of residence and work, so that the greatest possibility of survivorship or availability shall exist. With the City Council consensus, the nominees shall then be appointed as standby Council members. Following the initial appointment of standby Council members, standby members shall be appointed at the first regular Council meeting following the swearing-in of newly elected or appointed members.

Consistency with the Oakley Strategic Plan 27+

Strategic Plan 27+ includes with the Community Health and Safety Goal several objectives and subobjectives related to Emergency Operations, including:

- Create an Emergency Disaster and Response Plan including resiliency resources.
  - Develop a Communication Plan for emergency responders, Public Works, the public and other key stakeholders.
  - Provide and reinforce public and staff training through regular community meetings.
  - Ensure resiliency to power outages.
  - Implement training, communicate broadly, and seek grants for implementation.
  - Modernize the Oakley Emergency Operations Center (EOC).
- Address streets and main arteries vulnerable to fire, flood, and traffic hazards with improving infrastructure and evacuation plans to provide for safe passage for people including emergency responders.

Fiscal Impact

There is no fiscal impact to introduce the ordinance.

Staff Recommendation

Staff recommends the City Council waive the first reading and introduce the proposed ordinance repealing and reenacting Chapter 2.5 of the Oakley Municipal Code concerning emergency organizations and functions.

Attachments

1. Proposed Ordinance

ORDINANCE NO. __-25

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF OAKLEY REPEALING AND REENACTING CHAPTER 2.5 OF THE OAKLEY MUNICIPAL CODE CONCERNING EMERGENCY ORGANIZATION AND FUNCTIONS

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

SECTION 1. Oakley Municipal Code Chapter 2.5 is repealed and reenacted as follows:

CHAPTER 5
EMERGENCY ORGANIZATION AND FUNCTIONS

2.5.002 Purposes.
The declared purposes of this chapter are to comply with the provisions of the California Emergency Services Act, Title Two, Division One, Chapter Seven of the Government Code of the State of California (commencing with Section 8585.5 or successor legislation) and to provide for the preparation and ~~carrying out~~*execution* of plans for the protection of persons and property within this City in the event of an emergency; the direction of the emergency organization; and the coordination of the emergency functions of this City with all other public agencies, corporations, organizations, and affected private persons.

2.5.004 Definitions.
As used in this chapter:

"Assistant Director" shall mean the Assistant Director of Emergency Services.

"Director" shall mean the Director of Emergency Services.

"Emergency" shall mean the actual or threatened existence of conditions of disaster or of extreme peril to the safety of persons and property within this City caused by such conditions as air pollution, fire, flood, storm, epidemic, riot, or earthquake, or other conditions, including conditions resulting from war or imminent threat of war, but other than conditions resulting from a labor controversy, which conditions are or are likely to be beyond the control of the services, personnel, equipment, and facilities of this City, requiring the combined forces of other political subdivisions to combat.

"Exigent circumstances" ~~are~~ *shall mean* situations in which a disaster or emergency has been proclaimed, and *the urgency of the* public ~~exigency~~ *need* for goods and services required to address an immediate threat to life, public health, or safety, or to eliminate/reduce an immediate threat of significant damage to improved public and private property through cost-effective measures will not permit competitive solicitation.

2.5.006 Disaster Council Membership.
The Oakley Disaster Council is hereby created and shall consist of the following:

a. The Mayor, who shall be Chairperson.

b. The Director of Emergency Services, who shall be Vice-Chairperson.

c. The Assistant Director of Emergency Services.

d. Such Directors of Emergency Services as are provided for in a current emergency plan of this City, adopted pursuant to this section.

e. Such representatives of civic, business, labor, veterans, professional, or other organizations having an official emergency responsibility, as may be appointed by the Director *of Emergency Services* with the advice and consent of the City Council.

2.5.008 Disaster Council Powers and Duties.
It shall be the duty of the Oakley Disaster Council, and it is hereby empowered, to develop and recommend for adoption by the City Council emergency and mutual aid plans and agreements and such ordinances and resolutions and rules and regulations as are necessary to implement such plans and agreements. The Disaster Council shall meet upon call of the Chairperson or, in his/her absence from the City or inability to call such meeting, upon call of the Vice-Chairperson.

2.5.010 Director and Assistant Director of Emergency Services.
a. There is hereby created the Office of Director of Emergency Services. The City Manager shall be the Director ~~of Emergency Services~~.

b. There is hereby created the Office of Assistant Director of Emergency Services~~,~~ ~~who shall be appointed by the Director of Emergency Services at the same time as provided for the appointment of standby Council members as set forth in Section 2.5.018(a)~~*. The Assistant City Manager shall be the Assistant Director.*

2.5.012 Powers and Duties of the Director and Assistant Director of Emergency Services.
a. The Director of Emergency Services is hereby empowered to:

1) Request the City Council to proclaim the existence or threatened existence of a local emergency if the City Council is in session, or to issue such proclamation if the City Council is not in session. Whenever a local emergency is proclaimed by the Director, the City Council shall take action to ratify the proclamation within seven days thereafter or the proclamation shall have no further force or effect.

2) Request the Governor to proclaim a State of Emergency when, in the opinion of the Director, the locally available resources are inadequate to cope with the emergency.

3) Control and direct the effort of the emergency organization of this City for the accomplishment of the purposes of this section.

4) Direct cooperation between and coordination of services and staff of the emergency organization of this City and resolve questions of authority and responsibility that may arise between them.

5) Represent this City in all dealings with public or private agencies on matters pertaining to emergencies as defined herein.

6) In the event of the proclamation of a local emergency as herein provided, the proclamation of a state of emergency by the Governor or the Secretary of the California Emergency Management Agency, or the existence of a state of war emergency, the Director is empowered to:

a) Make and issue rules and regulations on matters reasonably related to the protection of life and property as affected by such emergency; provided, however, such rules and regulations must be confirmed at the earliest practicable time by the City Council;

b) Obtain vital supplies, equipment, and such other properties found lacking and needed for the protection of life and property, and to bind the City for the fair value thereof and, if required immediately, to commandeer the same for public use;

c) Require emergency services of any City officer or employee and in the event of the proclamation of a State of Emergency in the County in which this City is located or the existence of a State of War Emergency, to command the aid of as many citizens of this community as he/she deems necessary in the execution of his/her duties; such persons shall be entitled to all privileges, benefits, and immunities as are provided by State law for registered disaster service workers;

d) Requisition necessary personnel or material of any City department or agency; and

e) Execute all of the ordinary powers of City Manager, all of the special powers conferred upon him/her by this section or by resolution or emergency plan pursuant hereto adopted by the City Council, all powers conferred upon him/her by any statute, by any agreement approved by the City Council, and by any other lawful authority*, and delegate duties as necessary.*

b. ~~The Emergency Operations Center Director shall designate the order of succession to that office, to take effect i~~In the event the Director is unavailable to attend meetings ~~and~~ *or* otherwise *unable to* perform his/her duties during an emergency~~. Such order of succession shall be approved by the City Council~~*, the office will be assumed by the following individuals in order of succession*: *Assistant Director, Chief of Police, Public Works Director/City Engineer, then other City employee as designated by the City Council.*

c. The Assistant Director shall, under the supervision of the Director and with the assistance of *the Disaster Council and* Emergency ~~Service~~*Operations Center Section*

Chiefs, develop emergency plans and manage the *City's* emergency *operation* programs ~~of the City;~~ and shall have such other powers and duties as may be assigned by the Director.

2.5.014 Emergency Organization.
All officers and employees of the City, together with those volunteer forces enrolled to aid them during an emergency, and all groups, organizations, and persons who may by agreement or operation of law, including persons impressed into service under the provisions of Section 2.5.012(a)(6), be charged with duties incident to the protection of life and property in the City during such emergency, shall constitute the emergency organization of the City of Oakley.

2.5.016 Emergency Plan.
The Oakley Disaster Council shall be responsible for the development of the City of Oakley Emergency *Operations* Plan, which plan shall provide for the effective mobilization of all of the resources of the City, both public and private, to meet any condition constituting a local emergency, state of emergency, or state of war emergency; and shall provide for the organization, powers and duties, services, and staff of the emergency organization. Such plan shall take effect upon adoption by resolution of the City Council.

2.5.018 Standby City Council Members.
Standby members of the City Council are hereby authorized pursuant to the provisions of California Government Code Sections 8635 through 8644.

a. Each Council member shall nominate one standby member. Standby members must have prior experience having served on a ~~n~~ *public* agency board, commission or council. Consideration shall be given to places of residence and work, so that the greatest probability of survivorship or availability shall exist. With City Council consensus, the nominees shall then be appointed as standby Council members. Following the initial appointment of standby Council members, standby members shall be appointed at the first regular Council meeting following the swearing-in of newly elected or appointed members.

b. A standby Council member shall confirm his or her acceptance of the appointment by taking the oath of office set forth in Article XX, Section 3, of the Constitution of the State of California at the time of appointment set forth in subsection (a) of this section.

c. Standby Council members must be informed of the duties of a Council member, be provided a copy of Article 15, Chapter 7, Division 1, Title 2 of the California Government Code, keep informed of the business of the City Council to fill the position competently, immediately report for duty during a state of war emergency, a state of emergency or a declared local emergency, and fill the position when the Council member is unavailable during a state of war emergency, a state of emergency or a declared local emergency.

d. Standby Council members may become activated during a state of war emergency, a state of emergency or a declared local emergency. No standby member shall become a member of the City Council unless there is a declared emergency described above.

The mere vacancy of the regular Council member's office absent a declared emergency shall not activate the standby member. The standby member shall serve during the emergency if his or her regular member is unavailable, meaning that the regular member is killed, missing, or so seriously injured as to be unable to attend meetings and otherwise perform duties. Any question as to whether a particular member is unavailable shall be settled by the remaining available members of the Council, including standby officers who are serving. Standby Council members shall serve at the pleasure of the governing body appointing them, and may be removed and replaced at any time with or without cause.

e. Upon standby Council members becoming activated, the City Council shall, if necessary, determine offices. In the event that both the Mayor and Vice Mayor shall be unavailable, then the remaining regular members of the Council shall determine the Temporary Presiding Officer. No standby Council member shall become Mayor or Temporary Presiding Officer if any of the regular Council members are available to fill such position, although the standby member shall continue to serve as a member of the governing body until the termination of the emergency, until the regular member becomes available, or until the regular member is replaced pursuant to provisions of State law.

f. The functions and duties of standby members shall be as described in California Government Code Section 8641 and successor legislation.

2.5.020 Expenditures.

Any expenditures made in connection with emergency activities, including mutual aid activities, shall be deemed conclusively to be for the direct protection and benefit of the inhabitants and property of the City of Oakley. This section modifies the City's normal purchasing practices to assure that, in both emergency and exigent circumstances caused by a proclaimed disaster or emergency, the City will able to acquire the goods and services required to address an immediate threat to life, public health or safety, or to eliminate/reduce an immediate threat of significant damage to improve public and private property through cost-effective measures while still maintaining an effective purchasing process and complying with applicable local and State purchasing laws. Where the City is included in a major disaster or emergency declared by the President of the United States, this policy also assures that City procurements comply with Federal regulations applicable to FEMA disaster grant reimbursement as defined in Title 2 of the Code of Federal Regulations, Part 200 (2 CFR Part 200).

~~a.~~ A proclaimed disaster or emergency exists if the Governor has declared a state of emergency for an area which includes the geographic territory of the City; or the ~~City Manager~~Director of Emergency Services of the City has declared an emergency in the City.

~~b. "Exigent circumstances" are situations in which a disaster or emergency has been proclaimed, and the public exigency for goods and services required to address an immediate threat to life, public health, or safety, or to eliminate/reduce an immediate threat of significant damage to improved public and private property through cost-effective measures will not permit competitive solicitation~~.

2.5.022 Delegations of Purchasing Authority in Exigent Circumstances.
If the ~~City Manager~~*Director* determines that goods and services must be procured before the City Council or its designee(s) is able to assemble and approve purchases, the ~~City Manager~~*Director* has authority, subject to the limitations set forth in subsections (a) and (b) of this section, to approve the immediate rental or purchase of any equipment, supplies, services or other items necessary to respond to an immediate threat to life, public health, or safety, or to eliminate/reduce an immediate threat of significant damage to improved public and private property through cost-effective measures.

a. Limits of Single Purchasing Authority. The ~~City Manager~~*Director* shall have the authority to make individual purchases up to $~~150~~*250,*000 on his or her signature alone. The *Direct*or shall have the authority to make *individual* purchases in excess of $~~150~~*250*,000 up to a maximum of $~~250~~*500*,000 when countersigned by the Mayor or in the Mayor's absence, countersigned by another Council member.

b. Limits of Aggregate Purchasing Authority. The ~~City Manager~~*Director* shall have the authority to make aggregate purchases up to $~~150~~*500,*000 on his or her signature alone. The ~~City Manager~~*Director* shall have the authority to make *aggregate* purchases in excess of $~~150~~*500*,000 up to a maximum of $~~250~~*750*,000 when countersigned by the Mayor or in the Mayor's absence countersigned by another Council member.

c. Purchases made during a proclaimed emergency or disaster may be taken from the reserve balance of the General Fund to the extent they exceed previously budgeted items.

d. The Emergency Operations Center Director shall be a designee of the City Manager at any time the City Manager is not available to approve purchases as allowed in this section.

d. If neither the~~ City Manager nor the~~ *Director or the Assistant* Director is available, the Police Chief, and/or Police Department Watch Commander, have authority to rent or purchase from the nearest available source any equipment, supplies, services, or other items necessary for his or her department to respond to an immediate threat to life, public health, or safety, or to eliminate/reduce an immediate threat of significant damage to improved public and private property through cost-effective measures, up to a maximum of $75,000.

f. Administrative Procedures.

1) As soon as possible after purchases are made under this section, the ~~City Manager, Emergency Operations Center Director, or department head~~*purchaser s*hall submit to the Finance ~~Director~~*Manager* a requisition and a notation that the commodity has been ordered on an emergency basis from the vendor designated.

2) The Finance ~~Director~~*Manager* will inform the ~~City Manager~~*Director* and the City Council or its designee(s) of any individual purchase under this section with a

contract amount greater than $75,000, and whenever the aggregate of purchases under this section is greater than $150,000.

3) The Finance ~~Director~~*Manager* will obtain the ~~City Manager's (or Emergency Operations Center Director as the City's Manager's designee)~~*Director's* approval prior to any purchase by a department head if the amount is $75,000 or more.

4) If the ~~City Manager/Emergency Operations Center~~ Director or *Assistant Director* is unavailable, and the delay in getting his/her signature would imperil life, safety or improved property, the Police Chief, and/or Police Department Watch Commander, or his/her designee may approve the emergency purchase of $75,000 or more.

5) The Finance ~~Director~~*Manager* shall have the authority to approve all disaster related purchases under $~~150~~*250*,000. *The Mayor's signature is required for all individual or aggregate purchases over $250,000.*

6) The Finance ~~Director~~*Manager* will expedite the verification of funds available and complete the preparation of the purchase order.

2.5.024 Procurement Procedures in Exigent Circumstances.
Upon receipt of requisitions under Section 2.5.022, the Finance ~~Director~~*Manager* shall prepare purchase orders for the emergency equipment, supplies, services or other items in accordance with the requirements of this section.

a. Exempt Purchases. Purchases below $~~25~~*50*,000 shall not be required to be formally bid *per Section 3.6.010*. Purchases greater than $~~25~~*50*,000 may be made following the procedures specified in this section. The signature(s) of the ~~City Manager~~Director of Emergency Services, Finance ~~Director~~*Manager* and/or ~~department head~~*Police Chief and/or Police Department Watch Commander* are still required as provided in Section 2.5.022.

b. Justification of Sole Source or No-Bid Contracts. Where exigent circumstances require immediate procurement from the nearest available source:

1) The Finance ~~Director~~*Manager* shall use the "Justification Form for Emergency Sole Source or No-Bid Purchase."

2) Procurement should be limited to that portion of the work that must be performed immediately, allowing subsequent procurement by competitive proposals of the remainder of the work.

3) "Sole source" or "no-bid" acquisitions shall be necessary for one of the following reasons: placement of emergency protective measures, procurement of a scarce commodities, goods, or services or acquisition or rental of emergency equipment, emergency consulting services, emergency road clearance or other emergency requirements.

c. Provision for Alternate Bid Solicitation Procedures. The City's normal requirements for sealed bids shall not apply to acquisitions under Section 2.5.022. However, the Finance ~~Director~~*Manager* shall conduct telephonic or other electronic bid solicitation from potential vendors or suppliers, in lieu of written and/or sealed bids, in an effort to obtain multiple competitive proposals when and if time allows in light of the exigent circumstances.

d. Locations of Postings for Requests for Proposals or Solicitation of Bids. The Finance ~~Director~~*Manager* may waive normal requirements for public posting of requests for proposals or solicitation of bids. Notices soliciting bids or requests for proposals shall be posted at the Emergency Operations Center or Alternate Emergency Operations Center, if the Primary Emergency Operations Center is not being used.

e. Length of Time for Posting Requests for Proposals or Solicitation of Bids. The Finance ~~Director~~*Manager* may shorten the normal bid period from ten (10) days to expedite the award of contracts for emergency equipment, goods, or services. The Finance ~~Director~~*Manager* should seek to assure that the shortened bid period allows multiple suppliers to submit bids.

f. Number of Bids Required. Solicited bids that are nonresponsive shall count towards the minimum numbers of bids required when there is a declared emergency or disaster in the jurisdiction. All such no-bids must be documented as to time, date and person or company contacted, with a reason for the no-bid, if possible.

2.5.026 Notification and Ratification.

a. Posting of Contract Awards. Under this section, all contracts awarded that exceed $150,000 shall be presented to the City Council for ratification and thereafter, shall be publicly posted within sixty (60) days of the award.

b. Authority to Cancel Emergency Procurements. As a provision of this chapter, the City has the absolute authority to rescind a contract for nonperformance within twenty-four (24) hours when a contractor or vendor, once awarded a contract, is unable to perform under the terms of the contract and the resulting delay or nonperformance presents an immediate threat to life, public health, or safety, or to eliminate/reduce an immediate threat of significant damage to improved public and private property through cost-effective measures.

c. Notification Requirement for Emergency Purchases. For any purchase in excess of $150,000, the ~~City Manager~~*Director* shall report all such purchases to the City Council within thirty (30) days of the onset of the disaster.

d. Requirement for Separate Invoicing. All purchases or rentals made during proclaimed emergency or disaster conditions shall require separate invoicing from routine (non-disaster related) purchases. All invoices shall state the goods, services or equipment provided and shall specify where the goods or services were delivered. All invoices shall specify the locations where the goods or services were used if at all possible.

e. Auditing of Invoices for Debris Clearance Prior to Payment. All invoices for debris clearance and removal shall be audited by the City prior to payment to the vendor. Vendors shall be notified of this requirement prior to the awarding of any contract for debris clearance and/or removal. Audits shall be in accordance with procedures for debris removal monitoring specified in FEMA's Publication 325, Debris Management Guide.

f. Limitations of Disaster Purchasing Policy. For the purposes of this section, an emergency or disaster shall be deemed to exist when a condition exists that presents an immediate threat to life, public health, or safety, or to eliminate/reduce an immediate threat of significant damage to improved public and private property through cost-effective measures and a local emergency or disaster has been proclaimed. Any purchases that do not meet the standard of being necessary for responding to an immediate threat to life, public health, or safety, or to eliminate/reduce an immediate threat of significant damage to improved public and private property through cost-effective measures shall follow the City's regular purchasing provisions.

Notwithstanding the terms of this policy, nothing contained herein shall conflict with Federal procurement regulations as currently defined in 2 CFR Part 200.

2.5.028 Punishment of Violations.
It shall be a misdemeanor, punishable by a fine of not to exceed $1,000, or by imprisonment for not to exceed six months, or both, for any person, during an emergency, to:

a. Willfully obstruct, hinder, or delay any member of the emergency organization in the enforcement of any lawful rule or regulation issued pursuant to this section, or in the performance of any duty imposed upon him/her by virtue of this section.

b. Do any act forbidden by any lawful rule or regulation issued pursuant to this section, if such act is of such a nature as to be given or be likely to give assistance to the enemy or to imperil the lives or property of inhabitants of the City, or to prevent, hinder, or delay the defense or protection thereof.

c. Wear, carry, or display, without authority, any means of identification specified by the Emergency Agency of the State.

SECTION 2. CEQA FINDING.

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

SECTION 3. SEVERABILITY.

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

SECTION 4. EFFECTIVE DATE AND PUBLICATION.

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

PASSED AND ADOPTED by the City Council of the City of Oakley this ___ day of _____ 2025 by the following vote:

AYES:
NOES:
ABSTENTIONS:
ABSENT:

APPROVED:

_____
Shannon Shaw, Mayor

ATTEST:

_____ _____
Kim Snodgrass, City Clerk Date

STAFF REPORT

OAKLEY
CALIFORNIA

Approved and Forwarded to the City Council

DATE: June 10, 2025
TO: Joshua McMurray, City Manager
FROM: Harumi Murata, Economic Development Analyst
SUBJECT: Adopt a Resolution Approving the Second Amendment to the Lease Agreement with Guanatos Ice Cream (3330 Main Street)

Background and Analysis

The original Lease Agreement with Guanatos Ice Cream was executed on July 1, 2015, as part of the City's downtown revitalization strategy. Since that time, the lease has been amended on June 1, 2020, to extend the lease term and adjust the rent, incorporating clarifications to the rent structure and utility responsibilities.

Guanatos has since made significant direct investments, exceeding $250,000, in tenant improvements to operate a family-owned ice cream shop that has become a community fixture in downtown Oakley.

Under the proposed Second Amendment, the following terms will apply:

- **Term Extension:** The lease is to be extended for five years, commencing July 1, 2025, and expiring June 30, 2030.
- **Rent Adjustment:** Monthly rent shall increase to $4,000, payable in advance on the first day of each month.
- **Utilities:** Monthly rent will now include electric (PG&E) charges. The building is served by a single electrical meter that makes precise tenant-by-tenant allocation impractical. PG&E use by Guanatos Ice Cream is estimated to range from $2,000 to $2,500/month. Lessee remains responsible for directly paying for water (individually metered) and garbage services.

Guanatos has remained a stable and valued tenant for nearly a decade and has made significant capital improvements to the facility since the inception of the lease. Based on historical estimates, their electricity usage averages $2,000–$2,500/month, which is now incorporated into a predictable flat rent figure. This benefits both parties by avoiding ongoing administrative efforts to allocate PG&E charges each billing cycle and provides budget certainty to the tenant.

In exchange, the City receives continued occupancy of a prominent downtown storefront, supports a local business, and ensures lease terms that reflect market and utility realities while recognizing past investments by the tenant.

Consistency with the Oakley Strategic Plan 27+

The recommendations included in this item align with the following goals and objectives: The Community and Economic goal and Strategic and Thoughtful Growth (1) attract

people downtown to live, work, and play, and (2) develop or sell City-owned properties for the benefit of the community.

Fiscal Impact

Under the new lease terms, the City will receive $48,000 annually in rent revenue, inclusive of electricity costs. All other expenses, including water and garbage services, will continue to be paid directly by the Lessee.

Staff Recommendation

Staff recommends that the City Council adopt a resolution approving a lease amendment that extends the term through June 30, 2030, and establishes a revised monthly rent of $4,000, inclusive of PG&E charges.

Attachments

1. Second Amendment to Lease Agreement
2. Original Lease Agreement and Prior Amendments
3. Resolution

SECOND AMENDMENT TO LEASE AGREEMENT

THIS SECOND AMENDMENT TO LEASE AGREEMENT ("Amendment") is entered into this 1st day of July, 2025, by and between the City of Oakley, a municipal corporation ("Lessor"), and Guanatos Ice Cream ("Lessee").

This Amendment modifies the Lease Agreement dated July 1, 2015, and the subsequent Amendments dated June 1, 2020, by and between the parties. All terms, covenants, and obligations of the Lease Agreement and prior amendments not expressly modified by this Amendment shall remain in full force and effect.

I. **Term Extension**
   a. The lease shall be extended for an additional five (5) years, commencing on July 1, 2025, and expiring on June 30, 2030, subject to all existing terms and conditions of the Lease Agreement and prior amendments, except as modified herein.

II. **Rent Adjustment**
   a. Effective July 1, 2025, the monthly rent shall be increased to Four Thousand Dollars ($4,000.00), payable in advance on the first day of each month.

III. **Utilities**
   a. The monthly rent shall include payment for PG&E (electric utility) charges, which are measured through a single meter serving the entire building.
   b. Lessee shall continue to be responsible for all other utility services, including but not limited to water usage (individually metered to the space) and garbage collection, which shall be paid directly by Lessee to the respective service providers.

IN WITNESS WHEREOF, the parties have executed this Second Amendment to the Lease Agreement as of the date first written above.

LESSOR
City of Oakley, A Municipal Corporation

By: _____
Joshua McMurray,
City Manager

LESSEE
Guanatos Ice Cream

By:_____
Oscar Salazar
President/Owner

ATTEST:

_____
Kim Snodgrass
City Clerk

APPROVED AS TO FORM:

_____
Derek P. Cole
City Attorney

LEASE AGREEMENT
3330 Main Street, Oakley, California 94561

This Lease Agreement ("Lease"), by and between the Successor Agency to the Oakley Redevelopment Agency and the City of Oakley, a municipal corporation ("Lessor"), and Guanatos Ice Cream, hereinafter collectively designated as ("Lessee"), is made on the following terms and conditions:

Recitals

A. The City of Oakley and the Successor Agency to the Oakley Redevelopment Agency, collectively herein "CITY" is the owner of that real property located at 3330 Main Street, Oakley, California.

B. The property was acquired by Lessor with the use of funding from the Oakley Redevelopment Agency. Because of law adopted by the State of California, the Oakley Redevelopment Agency has been disbanded and its rights and obligations assumed by the Successor Agency to the Oakley Redevelopment Agency. The Successor Agency is charged with disposing of real property acquired with redevelopment funding, as directed by the Oversight Board of the Successor Agency to the Oakley Redevelopment Agency and the Department of Finance. The Department of Finance has not approved Lessor to dispose of or retain the property at this time. Lessor shall enter into a short-term lease with Lessee as it awaits the determination of the Department of Finance. Should the Department of Finance determine Lessor may retain the property, Lessor may enter into a long-term lease with Lessee, or dispose of the property.

Agreement

Now, therefore, the parties agree as follows:

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 3330 Main Street, Oakley, California, (Assessor's Parcel Number 037-160-027)

2. **TERM**. The term of this Lease shall be month-to month, commencing on the 1st day of July, 2015. Lessor shall have the right to terminate this Lease prior to expiration of this term upon 60 days written notice to Lessor, as provided for herein.

Short-Term lease. This Lease begins as a month-to-month tenancy. As the subject building is owned by the Successor Agency to the Oakley Redevelopment Agency, the building is included in the Long Range Property Management Plan (PMP) that is being reviewed by the California Department of Finance (DOF). As such, the Successor Agency is only able to enter into a month-to-month lease until such time as the PMP is approved. The PMP states that the building could be purchased by the City of Oakley or a private party to hold or resell. The City could also purchase the building to have it demolished, in order for the land to be developed otherwise but still in a manner consistent with the Downtown Specific Plan.

Long-Term Lease. Lessor may enter into a long-term lease period with Lessee upon the State Department of Finance determining that the Lessor is not required to dispose of the property. Such event shall be documented in a letter from one party to the other. The consummation of the long-term lease shall be conditioned and contingent upon the following:

a) Approval of the State Department of Finance for Lessor to retain the property;

b) Lessee's adherence to the terms and conditions of this Lease, including timely payment of all rent;

c) Lessee's successful business performance and desire to enter into the long-term lease.

If the above conditions are satisfied, the parties can create a long-term lease. Any provisions specific to the long-term lease shall be approved by both parties and reduced to writing.

3. **RENT AND COMMON AREA MAINTENANCE CHARGES.** The rent for the leased premises shall be collected as follows to allow for reimbursement of tenant improvement expenditures by Lessee:

Year 1: No rent for the first nine months of the lease commencing on July 1, 2015 or a later date agreed upon by the Lessor and Lessee in writing.

For the remaining three months of year one, the sum of **THREE HUNDRED AND FIFTY DOLLARS AND NO/100 ($350.00)** per month, payable in advance, commencing on the **1st day of April, 2016**, and on the 1st day of every month thereafter.

Year 2: The sum of **SEVEN HUNDRED DOLLARS AND NO/100 ($700.00)** per month commencing on the **1st day of July, 2016**, on the 1st day of every month thereafter.

Year 3: The sum of **FIFTEEN HUNDRED DOLLARS AND NO/100 ($1,500.00)** per month commencing on the **1st day of July, 2017** , on the 1st day of every month thereafter.

Year 4 : Monthly rent to increase to **TWO THOUSAND TWO HUNDRED AND SIXTY-FIVE DOLLARS AND NO/100 ($2,265)** per month commencing on the **1st day of July, 2018**.

Rent amounts for a lease term following Year 4 would be negotiated at least one-hundred twenty (120) days prior to the conclusion of Year 4.

Rent payments shall be mailed or hand-delivered to:

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

If Lessee becomes the fee owner of the property in the future, it will enter into a Common Area Maintenance Agreement with the City for the ongoing maintenance of the common area on terms to be negotiated at such time.

4. **SECURITY DEPOSIT:** Lessor holds a deposit in the amount of TWO THOUSAND ONE HUNDRED DOLLARS AND NO/100 ($2,100.00), as security for the full and faithful performance by Lessee of all terms, conditions, and covenants of this Lease.

Upon termination of this Lease, 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 Lease, 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. **TENANT IMPROVEMENT REIMBURSEMENT**. Lessee shall build-out the tenant space of approximately facility, including all fixed in place equipment such as plumbing, restrooms, electrical, HVAC, sewer system, built-in customer counter and all other fixed equipment at an amount not to exceed $50,000. Lessee shall provide all removable equipment (ovens, refrigerators, furniture, point of sale system, etc.) at Lessee's own expense. Tenant improvement funds spent of not more than $50,000 will be reimbursed by rent decreases described in Rent section 3 above.

6. **LIQUIDATED DAMAGES.** In the event Lessor disposes of the property and the Lessee is not able to remain in place for a time sufficient to be reimbursed for the total amount of tenant improvement funds spent, Lessor will reimburse Lessee for the remaining balance owed.

7. **DELINQUENT RENT AND LATE CHARGES:** If any rent is not paid to the Lessor within ten (10) days after due date of the 1st of the month, a late charge of TWO-HUNDRED FIFTY DOLLARS AND NO/100 ($250) 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 FIFTY DOLLARS AND NO/100 ($350) which shall be added to the payment and the total sum shall become immediately due. Failure to pay rent and accompanying CAM charges, 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 Lease, 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, accompanying CAM charges and late charges were due and payable until paid.

8. **USE:** The premises are leased to Lessee for the purpose of an ice cream shop offering ice cream, fruit and other desert items, and for no other purpose without the written consent of the Lessor. Lessee shall not leave the premises unoccupied or vacant, but shall conduct and carry on only the type of business specifically set forth herein, keep in stock a line of merchandise of such size, character and quality as is reasonably designed to produce the maximum amount of gross sales and revenues, maintain an adequate sales force to serve all customers properly, and operate such business in an efficient and diligent manner at all times during the term of this Lease. Said business shall be kept open continuously each day of the week during the hours customary for business of like character, generally recognized holidays excepted. Lessee agrees to expand business hours to meet customer demand.

9. **COMMON AREAS:** The Lessor reserves the right to regulate the use of areas and facilities which are available for use by the general public or Lessor's other lessees and designees, for ingress and egress, for service and loading areas and for parking, whether within or without the area of the leased premises described above. Lessee agrees that the maintenance and use of such areas by the Lessee, its employees, agents, customers and invitees, shall be in common with others, as Lessor may from time to time permit. The manner in which the said common areas and facilities shall be maintained, and the expenditures for maintenance shall be at the sole discretion of Lessor and the use of such areas and facilities shall be subject to such reasonable regulations and changes as Lessor shall make from time to time.

No part of any parking area adjoining the premises is leased hereunder, but Lessor agrees that the parking area shall be available to be used by customers of Lessee along with customers of other tenants of the shopping center. Lessee, its employees and agents shall park their automobiles in such a place or places as shall be designated by Lessor. Lessee agrees that upon written notice from Lessor, it will, within five days, furnish the automobile license numbers of its cars and the cars of all its employees and agents.

10. **UTILITIES COST.** Lessor to be responsible for payment of sewage costs for tenant space. Lessee agrees to pay for garbage service directly to the garbage provider and for water usage directly metered to the space.

11. **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.

12. **TRADE FIXTURES.** Subject to the provisions of this Agreement, Lessee at Lessee's expense may install in or on the leased premises such fixtures, equipment, furniture and property as it may consider advisable for the conduct of its business, provided that any such installation shall not cause any material damage to the improvements on the leased premises. Lessee shall remove all unattached, movable furniture, trade fixtures and store equipment installed on the leased premises by Lessee and the same shall be removed by Lessee at or before the expiration or termination of this Lease, or any renewal term hereof, and if damage is caused by such removal, Lessee agrees to repair such damage at its own cost forthwith.

13. **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.

14. **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.

15. **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. Upon any assignment or subletting, the parties agree that the base rent stipulated in Paragraph 3 above shall be increased to the market rent determined by survey of the rent then being asked for similar vacant premises in the area, but in no event shall the new base rent be less than the base rent payable for the last

full month immediately preceding the assignment or subletting. 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.

16. TAXES AND ASSESSMENTS.

16.1 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, 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.

17. 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. Lessee agrees that all signs shall be conformity with dimensions and color schemes designated by Lessor. Lessee, upon request of Lessor, shall immediately remove any sign or decoration which Lessee has placed or permitted to be placed in, on or about the premises and which, in the opinion of Lessor, is objectionable or offensive, and if Lessee fails so to do, Lessor may enter upon the leased premises and remove the same. Lessee agrees not to use a phonograph, loud speaker or other sound equipment audible from the outside of the premises

without the prior written consent of Lessor. Lessee shall comply with all sign requirements as set forth in the Oakley Municipal Code.

18. **LESSEE'S INSURANCE.** During the term of this Lease, Lessee at its own cost and expense, shall procure from reliable insurance satisfactory to Lessor, and keep in full force and effect at all times during this Lease term, a public liability and property damage insurance policy in amounts of not less than the following: Bodily injury liability - $1,000,000 each person, $1,000,000 each occurrence; property damage liability - $500,000 each occurrence. Said policy shall cover injuries to and/or death of all persons and loss of or damage to property (including loss of use) occasioned by or arising from or out of the acts or omissions of Lessee, its agents and/or employees and/or the condition of the premises. Such insurance shall expressly inure to the benefit of Lessor, its agent or employees, for liability arising or alleged to have arisen from such acts or omission on the lased premises or the operations of Lessee or anyone directly or indirectly employed by Lessee. Said insurance policy shall name both Lessor and Lessee as insureds, with a copy of said policy being furnished directly to Lessor.

Lessee is to obtain a written obligation on the part of the insurance carriers to notify Lessor in writing at least ten (10) days prior to any cancellation or expiration without renewal thereof, and Lessee aggress if it does not keep said insurance in full force and effect the Lessor may take out the necessary insurance and pay the premium, and the repayment thereof shall be deemed to be a part of the rental and is payable as such on the next day upon which rent becomes due.

The Lessee shall, at its sole cost and expense, comply with any and all recommendations and requirements pertaining to the leased premises of any insurance organization or company in connection with the maintenance of fire and public liability insurance covering the leased premises and the shopping center.

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

20. **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,

although outdoor seating for Lessee's customers is allowed with a seating plan approved by Lessor. Lessee shall not solicit business, distribute handbills, store its equipment or merchandise or erect any signs, planters or other barriers on any sidewalk, in the parking lot, or in any common area, without the written permission of the City Manager.

21. **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) to place upon the property in which the said leased premises are located any usual or ordinary "For Sale" signs, and to show any prospective purchasers the leased premises; (e) 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.

22. **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.

23. **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.

24. **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 3330 Main Street, 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.

25. **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.

26. **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 receding 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.

27. **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.

28. **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.

29. **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.

30. **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.

31. **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 and used in the conduct of the business then being carried on by the Lessee in the said leased premises, and may use the same in conducting such business on the leased premises, without compensation 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.

32. **SUBORDINATION.** Lessee covenants that this Lease is an 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.

33. **WAIVER OF RELOCATION BENEFITS:** Lessee acknowledges that the term of this Lease is month-to-month and Lessor reserves the right to terminate this Lease for any reason with sixty (60) days notice to Lessee.

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 Lessor 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. Lessee does not waive relocation benefits only in the event the leased premises is voluntarily rehabilitated or demolished by Lessor or subject to enforcement of building or health codes by a public entity, as set forth in California Government Code section 7265.3.

34. **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.

35. **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.

36. **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.

37. **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. Each party shall obtain any available endorsements to evidence compliance with the above waiver.

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

LESSOR
City of Oakley, a municipal corporation

By: _____
Bryan H. Montgomery
City Manager

LESSEE
Guanatos Ice Cream

By: _____
Oscar Salazar
Owner

ATTEST:

By: _____
Libby Vreonis
City Clerk

APPROVED AS TO FORM

By: _____
William R. Galstan
Special Counsel

AMENDMENT TO
LEASE AGREEMENT

THIS AMENDMENT is entered into this 1st day of June, 2020 by and between the City of Oakley, a municipal corporation ("LESSOR") and Guanatos Ice Cream ("LESSEE").

This agreement shall amend the Lease Agreement (Lease Agreement) and the Lease Amendment (Lease Amendment) between the City of Oakley (Lessor) and Guanatos Ice Cream ("LESSEE").

A. The parties agree to modify the Lease Agreement and Lease Amendment as follows:
   a. The Term of the lease shall be extended five (5) years, commencing on June 1, 2020 and extended for an additional five (5) years by mutual agreement of both parties in writing.

   b. Starting July 1, 2020, the monthly rent, will be increased to $2,500 per month, with an annual escalation of three percent (3%) over the remaining term of the lease.

   c. All terms, conditions, covenants and obligations of the Lease Agreement not amended by the provisions of this Amendment shall remain in effect through the Amended Term.

LESSOR
City of Oakley, a municipal corporation

By: _____
Bryan H. Montgomery
City Manager

LESSEE
Guanatos Ice Cream

By: _____
Oscar Salazar
Owner

ATTEST:

_____
Libby Vreonis
City Clerk

APPROVED AS TO FORM:

Derek P. Cole
City Attorney

RESOLUTION NO. X-25

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OAKLEY APPROVING THE SECOND AMENDMENT TO THE LEASE AGREEMENT WITH GUANATOS ICE CREAM FOR THE PROPERTY LOCATED AT 3330 MAIN STREET

WHEREAS, the City of Oakley ("City") entered into a Lease Agreement dated July 1, 2015, with Guanatos Ice Cream ("Lessee") for the City-owned property located at 3330 Main Street, Oakley, California; and

WHEREAS, the lease was subsequently amended on June 1, 2020, to clarify terms related to rent, utilities, and lease obligations; and

WHEREAS, the Third Amendment to the Lease Agreement extends the lease term for an additional five (5) years, commencing on July 1, 2025, and expiring on June 30, 2030, and sets the monthly rent at $4,000 inclusive of PG&E electric utility charges, while maintaining Lessee's responsibility for water and garbage services; and

WHEREAS, staff has determined that the terms set forth in the Second Amendment are fair and reasonable and serve the City's economic development objectives by retaining a locally owned small business in the Downtown.

BE IT RESOLVED that the City Council of the City of Oakley hereby approves the lease amendment that extends the term through June 30, 2030, and establishes a revised monthly rent of $4,000, inclusive of PG&E charges.

PASSED AND ADOPTED by the City Council of the City of Oakley this 10th day of June 2025 by the following vote.

AYES:
NOES:
ABSTENTION:
ABSENT:

APPROVED:

_____
Shannon Shaw, Mayor

ATTEST:

_____
Kim Snodgrass, City Clerk

_____
Date

May 2025 New In-Town Business Licenses

Full Name	Primary Contact Email Address	Full Primary Address	Active Licenses
CLOSET VAULT BY NB	nbollozos@yahoo.com	4661 PINOT CT OAKLEY CA 94561-1832	HOME BASED BUSINESS LICENSE
EL TARASCO	JOEL1031@LIVE.COM	3685 MAIN ST OAKLEY CA 94561-5781	BUSINESS LICENSE
GUARDIAN RIDE CARE	GRC@GUARDIANRIDECARES.COM	210 STRATFORD CT OAKLEY CA 94561	HOME BASED BUSINESS LICENSE
JENNY'S BEAUTY GLAM	JENNYSBEAUTYGLAM2023@GMAIL.COM	3460 MAIN ST OAKLEY CA 94561	BUSINESS LICENSE
KEY FINANCIAL SOLUTIONS LLC	SRI@KEYFINANCIALSUSA.COM	374 PARKFIELD WAY OAKLEY CA 94561	HOME BASED BUSINESS LICENSE
MR ALL IN ONE	DREWSKIIIP7@GMAIL.COM	5207 STRATFORD DR OAKLEY CA 94561	HOME BASED BUSINESS LICENSE
OAKLEY INVESTMENT GROUP LLC	SRI@KEY FINANCIALS.COM	374 PARKFIELD WAY OAKLEY CA 94561	HOME BASED BUSINESS LICENSE
PRECISION SCAFFOLDING SYSTEMS	F.RAMIREZ@PRECISIONSCAFFOLDINGSYSTEMS.COM	104 GENOA WAY OAKLEY CA 94561	HOME BASED BUSINESS LICENSE
8			

DATE: June 10, 2025

TO: Joshua McMurray, City Manager

FROM: Ken Strelo, Community Development Director

Approved and Forwarded to the City Council

SUBJECT: Housing Element Implementation – Work Session to discuss potential Housing Element Rezone and Affordable Housing Overlay sites related to Regional Housing Needs Allocation compliance

Summary

This is a Staff-initiated work session to discuss methods of implementation and receive direction related to Policy Action 1.1 of the City of Oakley 6th Cycle Housing Element 2023-2031 ("Housing Element") which requires "Rezone of Adequate Sites to Meet Remaining RHNA (Regional Housing Needs Allocation) Need." The Housing Element was certified by the State Department of Housing and Community Development ("HCD") on May 24, 2023, which provided the City of Oakley three years from January 31, 2023 to satisfy the City's RHNA.

Background and Discussion

CERTIFIED HOUSING ELEMENT

The Housing Element is one of the seven mandatory elements of each city's General Plan, functioning as a locally adopted blueprint of goals, policies, and programs to address existing and projected housing needs. State law requires jurisdictions to update their Housing Element every eight years and obtain certification from the Department of Housing and Community Development (HCD). The Regional Housing Needs Allocation (RHNA) is the state-mandated process that determines the total number of housing units—and the breakdown by income category—that each jurisdiction must plan for in its Housing Element over the eight-year cycle. In the past, the City has satisfied RHNA requirements by applying an Affordable Housing Overlay District (AHO) to enough acreage at state-mandated minimum densities to accommodate the assigned number of affordable housing units.

After the City Council adopted the most recent Housing Element in 2023, and just prior to the HCD's certification of the Housing Element, a court case (*Martinez v. City of Clovis, 2023*) set new limits on the practice of using an AHO to satisfy RHNA for affordable units. As a result, HCD was not able to certify the Housing Element as adopted. To address this, the City had to adjust its approach by incorporating an alternative method of meeting its RHNA obligations in the Housing Element. Subsequently, the City Council re-adopted the Housing Element with the addition of rezoning to the proposed solutions to satisfy RHNA requirements. In practice, rezoning involves creating a new land use designation and zoning district that meet

state requirements, followed by identifying suitable sites and processing the necessary General Plan Land Use Amendments and Zoning changes. HCD approved the alternative method and certified the Housing Element on May 24, 2023, narrowly meeting the May 31, 2023 deadline that would have required the Rezoning process to be completed by January 31, 2024, if missed. Since HCD certified the Housing Element prior to May 31, 2023, the City was given three years from January 31, 2023 to satisfy its RHNA obligations.

REGIONAL HOUSING NEEDS ALLOCATION (RHNA)

The certified Housing Element includes a breakdown of the RHNA required to be accommodated during this 6th Cycle. In summary, the City is required to provide zoning capacity for 1,058 residential units, 440 of which are required to meet Lower-Income requirements. HCD defines units meeting the Lower-Income level as "affordable units." Affordable units include Low-Income, Very Low-Income, and Extremely Low-Income, or income levels that are between 80% and 51% of the median household income for Low-Income and 50% to 0% of the median household income for Very Low-Income. The Extremely Low-Income category is for incomes earning 30% or less of the median household income, and the number of RHNA units for that category is assumed to make up half of the Very-Low-Income units. For clarification, the Staff has broken Extremely Low-Income out as a separate category in the table below and adjusted the Very Low-Income units accordingly. Table 1 shows Oakley's 2023-2031 RHNA units per income level.

Table 1 – 2023-2031 Housing Element RHNA

Regional Housing Needs Allocation, City of Oakley, 2023-2031						
	Extremely Low-Income Units	**Very Low-Income Units**	**Low-Income Units**	**Moderate-Income Units**	**Above-Moderate-Income Units**	**Total**
2023-2031 RHNA	139	140	161	172	446	1,058

For additional reference and background, the Moderate-Income category captures income levels between 81% and 120% of the median household income, and the Above-Moderate-Income level captures everything above 120% of the median household income level. The median household income is derived from the County average. On April 23, 2025, HCD produced the 2025 State Income Limits memorandum, which provides a summary of all of California counties' income limits.

That memorandum shows Contra Costa County's median income for a household of four persons is $159,800[1].

CALCULATING A SITE'S POTENTIAL RHNA AFFORDABLE UNITS

Oakley's certified Housing Element includes a list of existing and candidate AHO sites along with their potential RHNA affordable units. The City was able to show a feasible base density of 24 dwelling units per acre ("du/ac") for AHO sites; however, pursuant to HCD standards, the capacity on sites that are not vacant or that have an underlying commercial zoning is reduced by 25% from the original potential number of units for each of those scenarios. As an example, if a site that could accommodate 40 units at 24 du/ac is also vacant and has an underlying residential zoning, 40 RHNA affordable units can be assumed. If the site has either an existing house or underlying commercial zoning, the RHNA affordable unit capacity would be reduced by 25% to 30 units. If both of those scenarios applied to the site, the RHNA affordable unit capacity for the site would be reduced by 50% to 20 units.

Renewed Guidance from HCD

After certification of the Housing Element and *Martinez v. City of Clovis*, HCD further analyzed whether an AHO could still be used in specific cases to satisfy RHNA affordable units. The City has received direction from our Housing Element consultants, through discussions with HCD, that the AHO can still apply to commercially zoned sites but cannot be applied to residentially zoned sites for the purpose of meeting the lower-income RHNA rezone obligation. This would mean that while the AHO may still apply to an existing AHO site, at least one of the 25% reductions will automatically apply (underlying commercial zoning), and both would apply for non-vacant AHO sites. Additionally, state law requires the City to meet at least 50% of the lower-income RHNA on sites zoned exclusively residential. Therefore, the City must accommodate at least 220 units on exclusively residential sites and can only accommodate less than half of the RHNA on commercially zoned sites with the AHO applied. With this new guidance in mind, Staff has analyzed all the existing and candidate AHO sites listed in the Housing Element along with direction received from the City Council during the Housing Element approval process and provided analysis on which sites could remain in the AHO, which are recommended as candidates for rezoning to multifamily residential and recommended to not be pursued as RHNA affordable unit sites.

Pursuant to other HCD guidance, the AHO is being amended separately to accommodate a base density of 20 du/ac and a maximum density of 30 du/ac, along with other amendments. The zoning district that will need to be created to accommodate the rezoning process will have the same density range and similar regulations. This density range will meet HCD's requirements and increase the

[1] https://www.hcd.ca.gov/sites/default/files/docs/grants-and-funding/income-limits-2025.pdf

chances identified sites are accepted by HCD. Staff will be proposing the new zoning district be titled the "M-30 District," a version of the City's existing zoning that is primarily intended for multifamily housing but with the updated density range and other details to satisfy the state requirements for lower-income RHNA sites.

PATHS TO RHNA COMPLIANCE

To help address these new standards per HCD's guidance, this Staff Report includes an attachment titled, "Existing/Candidate AHO and Candidate Rezone Sites." That attachment lists all the Existing AHO Sites (sites currently existing with the AHO overlay on them), and Candidate AHO sites (sites that were identified in the Housing Element as potential sites for the AHO). Each of the sites or group of sites has been analyzed for whether they should remain in the AHO, be proposed for the AHO, be proposed for rezoning, or are recommended to not be pursued for either. The analysis also includes a breakdown of potential RHNA affordable units for each of the sites. RHNA affordable unit subtotals for the Existing AHO Sites and Candidate AHO Sites (whether proposed for AHO or rezoning) have also been included in the attachment in each section. A narrative analysis that summarizes the RHNA affordable units pursuant to Staff's recommendations is also included in the Analysis section below.

The result of this analysis is that to meet state requirements, the City still needs to use the AHO or rezoning on unidentified sites to accommodate an additional 105 RHNA affordable units. In response to this result, Staff has also included a section in the attachment titled "Potential Sites Not Identified in the Housing Element." In this section Staff searched the City for sites that could be considered for the AHO or rezoning with the goal of selecting sites to encourage multi-family projects that fall within the manageable unit count often sought after by such developers. The three sites identified in this section range from 1.38 acres to 6.52 acres.

Analysis

SITES IDENTIFIED IN THE HOUSING ELEMENT

The Housing Element currently identifies seven Existing AHO Sites (Sites 1-7) and seven Candidate AHO Sites (Sites 8-14). The seven existing AHO Sites include a total of 10.2 acres of land with 1.19 acres recommended to remain in the AHO and 9.01 acres recommended for consideration of the rezoning. The seven Candidate AHO Sites include a total of 15.77 acres of land with 1.48 acres recommended to be added to the AHO, 6.46 acres recommended for consideration of the rezoning, and 7.83 acres recommended not to be pursued either due to previous direction to Staff or a site's commercial development potential/location. There is also an alternative recommendation for one of the Candidate AHO Sites recommended for consideration of the rezoning to instead be redesignated and rezoned to Commercial and added to the AHO. The "Existing/Candidate AHO and Candidate Rezone Sites"

attachment includes more detailed information and aerial maps showing the location of each site.

Staff's initial recommendations for Existing and Candidate AHO Sites would result in the following RHNA affordable unit capacity as shown in Table 2 below:

Table 2. Existing and Potential Lower-Income RHNA Units

RHNA Method	Units
Remain in AHO	14
Recommended to pursue adding to AHO	25
Recommended to pursue Rezoning to M-30 District	296
Total	**335**

The Housing Element RHNA requires planning for 440 Lower-Income units. Assuming the above recommendations are adopted, the City would still be short 105 RHNA affordable units. Those 105 units could be accommodated through the following methods:

- Adding AHO to other non-identified commercially zoned and designated sites, assuming a 25% reduction of potential units due to underlying commercial zoning and 50% reduction of potential units if non-vacant. Total acreage required would fall between 5.83 and 8.75 acres.

- Rezoning and re-designating other non-identified residentially zoned and designated sites to M-30 District (new General Plan Land Use designation required for new M-30 District), assuming a 25% reduction of potential units if non-vacant. Total acreage would fall between 4.38 and 5.83 acres.

- The City could also use a combination of the above methods to satisfy the additional 105 Lower-Income RHNA units.

POTENTIAL SITES NOT IDENTIFIED IN THE HOUSING ELEMENT

As briefly discussed in the "Paths to RHNA Compliance" section of this Staff Report, Staff searched the City for sites that could be considered for the AHO or rezoning. A total of three sites were analyzed with one site including two contiguous parcels. The results of that analysis resulted in 11.21 acres of land with 8.05 acres recommended for adding the AHO and the remaining 3.16 acres recommended for consideration of rezoning to M-30 District.

Staff's initial recommendations for Potential Sites Not Identified in the Housing Element would result in the following RHNA capacity as shown in Table 3, below:

Table 3. Potential Lower-Income RHNA Units (Sites not Identified in Housing Element)

RHNA Method	Units
Recommended to pursue adding to AHO	102
Recommended to pursue Rezoning to M-30 District	57
Total	**159**

CONSOLIDATION OF ALL RECOMMENDATIONS

Assuming all Existing and Candidate AHO sites remain in or are added to the AHO or are rezoned to M-30 District (335 Lower-Income RHNA units), and the three sites not identified in the Housing Element are also added to the AHO or rezoned to M-30 District (159 Lower-Income RHNA units), a total of 494 Lower-Income RHNA units could be assumed, exceeding the Housing Element's Lower-Income RHNA units (440) by 54 units. This could allow for non-action on some of the smaller sites or result in a buffer of capacity. Table 4 provides a consolidated summary of all sites identified in the Housing Element and shows which specific sites would contribute to the 335 Lower-Income RHNA units.

Table 4. Summary of Sites Identified in the Housing Element

Site(s)	1-4	5	6 & 7	8 & 9	10	11	12 & 13	14
Zoning*	M-12	M-9	C	C	RB	P-1	SP-4	M-9
General Plan**	RH	RM	CO	CO	CO	RH & CO	CD	RM
AHO Applicable	No	No	Yes	Yes	Yes	Not likely	Yes	No
M-30 Applicable	Yes	Yes	No	No	No	Yes	No	Yes
Staff Rec.***	M-30	M-30	AHO	No action	No action	M-30	AHO	M-30
Potential Lower-Income RHNA Units	124	35	14	51	60	87	25	50

* M-9 and M-12 are Multifamily Residential Districts; C is General Commercial District; RB is Retail Business District; P-1 is Planned Unit Development District; SP-4 is Downtown Specific Plan District.
** RM is Residential Medium; RH is Residential High; CO is Commercial; CD is Commercial Downtown.
*** Staff Rec. is Staff Recommendation

Table 5 shows a consolidated summary of the three sites not identified in the Housing Element, but that could contribute to making up the difference of 105 Lower-Income RHNA units to satisfy the Housing Element requirements. If all recommendations were applied, a total of 159 additional Lower-Income RHNA units could be captured.

Table 5. Summary of Sites Not Identified in the Housing Element

Site	440 W. Cypress Rd.	N/E Corner of Neroly Rd. and Live Oak Ave.	4961 Empire Avenue
Zoning	M-9	C	C
General Plan	RM	CO	CO
AHO Applicable	No	Yes	Yes
M-30 Applicable	Yes	No	No
Staff Rec.	M-30	AHO	AHO
Potential Lower-Income RHNA Units	57	23	79

RHNA capacity is subject to no-net-loss. In the event any of the sites were to be developed during this Housing Element cycle and not include the assumed affordable unit capacity, the overall City RHNA capacity would need to be recalculated. If the recalculation showed the City did not have enough remaining capacity to accommodate the 440 unit lower-income RHNA, additional acreage would need to be added to the AHO or rezoned to the M-30 District to ensure the minimum amount of Lower-Income RHNA capacity would remain. The City would have 180 days to identify and add additional acreage for Lower-Income RHNA capacity. Failure to meet that 180-day deadline could result in the City's Housing Element being invalid, opening the City up to potential Builder's Remedy applications. The same can be said if the City fails to act in satisfying the current Lower-Income RHNA units by January 31, 2026. It is recommended the City build in a buffer by ensuring more acreage is adequately added to the AHO or rezoned to M-30 District than the absolute minimum required.

Consistency with the Oakley Strategic Plan 27+

Holding a work session on the Housing Element Implementation related to satisfying RHNA is consistent with the City of Oakley Strategic Plan 2022-2027+ (SP27+). Under the Community and Economic Development Goal, it is consistent with the Strategic and Thoughtful Growth Objective which states "Provide affordable housing sites that meet our legislative Regional Housing Needs Allocation (RHNA)."

Fiscal Impact

There is no fiscal impact associated with this work session. Staff time and materials to prepare this report are covered by the General Fund.

Requested City Council Feedback

The purpose of this work session is to facilitate discussion with the City Council on identifying existing and candidate AHO sites and potential sites not identified in the Housing Element for consideration to satisfy the City of Oakley's Lower-Income RHNA units through the AHO or rezoning to M-30 District. Staff will proceed as directed by the City Council. The next steps for any identified sites will be to notify the property owners of those sites and proceed with the appropriate entitlements. It is noted that state law does not require a property owner's approval of a City's action to rezone sites to meet Housing Element RHNA capacity; however, all actions will follow formal public noticing and hearing procedures required for all General Plan Amendments and Rezonings, as required by state law.

Attachments

1. Existing/Candidate AHO and Candidate Rezone Sites

City Clerk's Reading File

- City of Oakley 6th Cycle Housing Element 2023-2031

  Available online at:
  https://ca-oakley.civicplus.com/DocumentCenter/View/283/City-of-Oakley-2023-to-2031-Housing-Element---Certified-by-HCD-on-May-24-2023-PDF

City of Oakley 6th Cycle Housing Element 2023-2031
Existing/Candidate AHO and Candidate Rezone Sites

Sites 1-4 – E. Cypress Rd. and Van Pelt. Ln.

- Existing AHO Sites
- Underlying Zoning District = Multifamily Residential (M-12) District
- Underlying General Plan Designation = Residential High (RH)
- AHO Appliable = No
- Candidates for Rezone to M-30 = Yes
- Total acres = 7.03
- Potential Units at 24 du/ac = 166
- 25% reduced capacity for non-vacant = (42)
- 25% reduced capacity for underlying commercial = NA
- Potential units counted toward Lower-Income RHNA = 124
- **Staff recommendation to consider Rezone to M-30**



Site 5 – 6381 Sellers Ave.

- Existing AHO Site
- Underlying Zoning District = Multifamily Residential (M-9) District
- Underlying General Plan Designation = Residential Medium (RM)
- AHO Appliable = No
- Candidate for Rezone to M-30 = Yes
- Total acres = 1.98
- Potential Units at 24 du/ac = 47
- 25% reduced capacity for non-vacant = (12)
- 25% reduced capacity for underlying commercial = NA
- Potential units counted toward Lower-Income RHNA = 35
- **Staff recommendation to consider Rezone to M-30**



Sites 6 and 7 – W. Cypress Rd. & Main St.

- Existing AHO Sites
- Underlying Zoning District = General Commercial (C) District
- Underlying General Plan Designation = Commercial (CO)
- AHO Appliable = Yes
- Candidates for Rezone to M-30 = No
- Total acres = 1.19
- Potential Units at 24 du/ac = 28
- 25% reduced capacity for non-vacant = (7)
- 25% reduced capacity for underlying commercial = (7)
- Potential units counted toward Lower-Income RHNA = 14
- **Staff recommendation to leave in AHO**

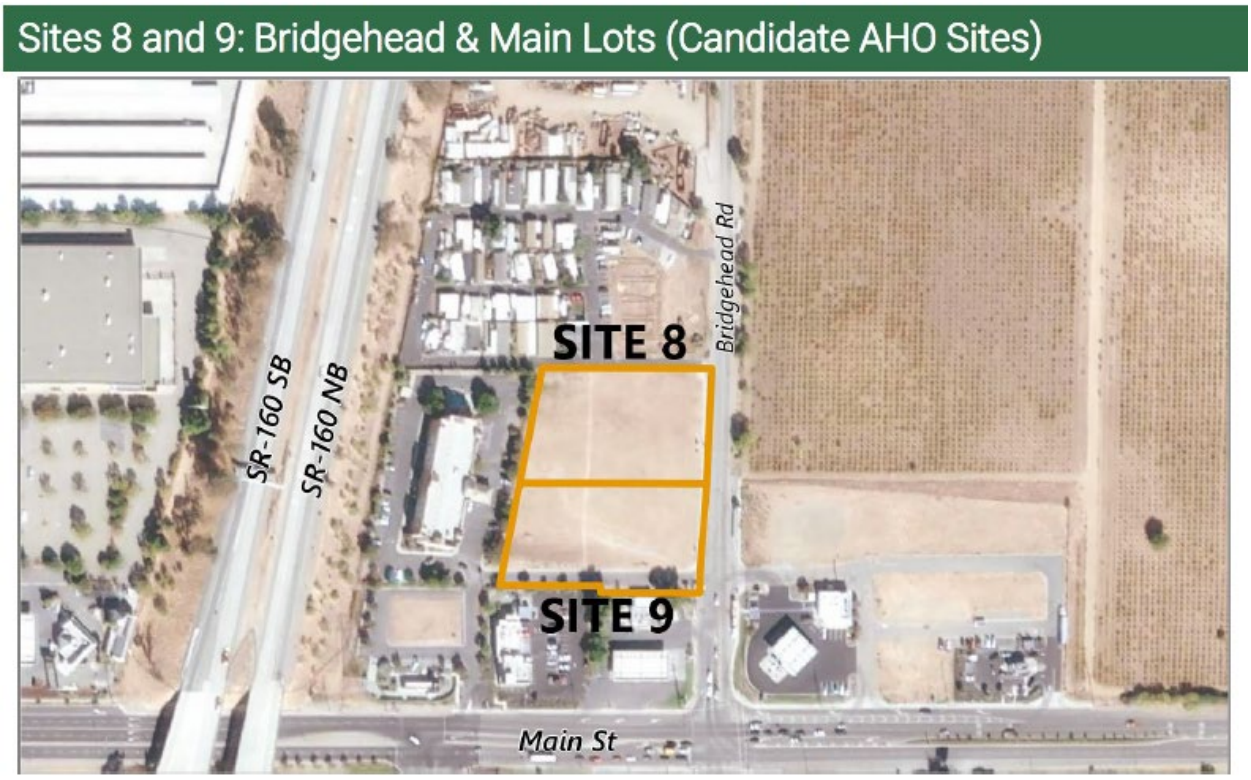


Subtotal: Existing AHO Sites Subtotal of Lower-Income RHNA Units = 173

- *Existing AHO Sites to Remain in AHO = 14*
- *Existing AHO Sites not Applicable to AHO that could be Rezoned to M-30 = 159*

Sites 8 and 9 – Bridgehead Rd. and Main St. (adjacent to hotel)

- Candidate AHO Sites
- Underlying Zoning District = General Commercial (C) District
- Underlying General Plan Designation = Commercial (CO)
- AHO Appliable = Yes
- Candidates for Rezone to M-30 = No
- Total acres = 2.84
- Potential Units at 24 du/ac = 68
- 25% reduced capacity for non-vacant = NA
- 25% reduced capacity for underlying commercial = (18)
- Potential units counted toward Lower-Income RHNA = 51 (after rounding)
- **Directed to not pursue during HE adoption hearings**



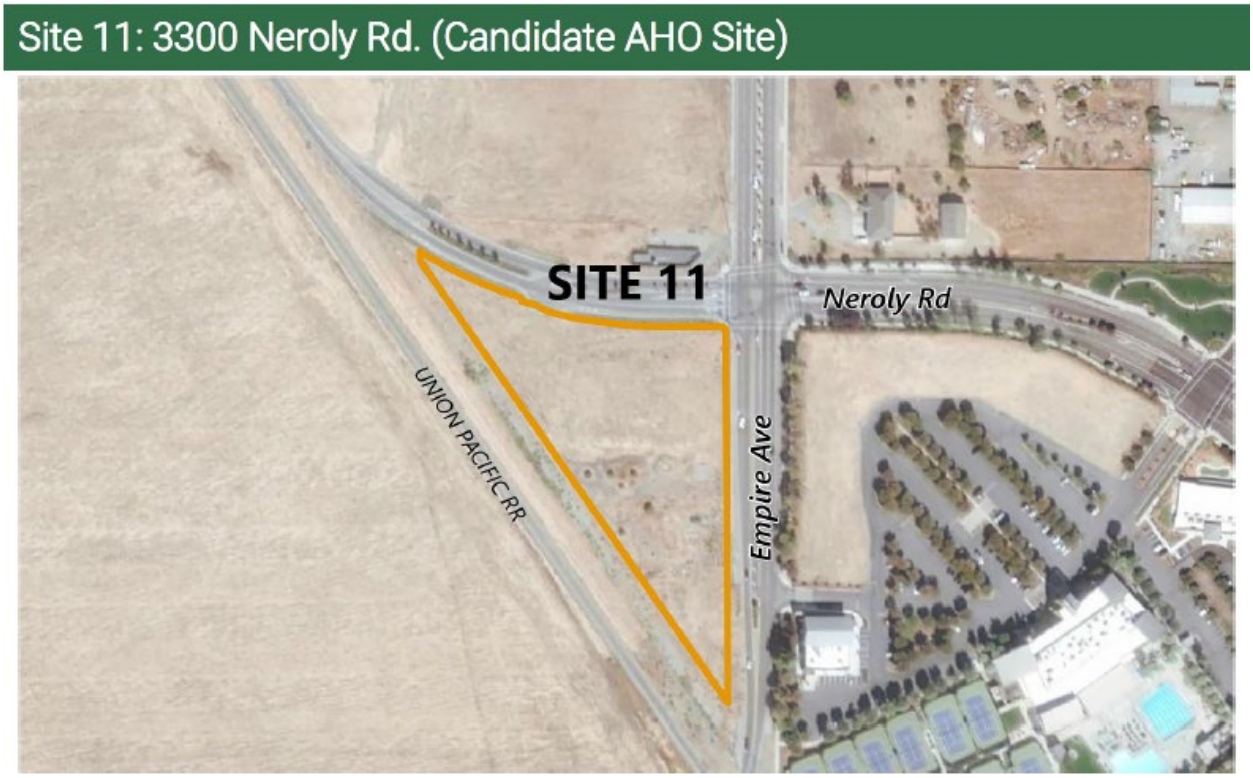
Site 10 – 40 Mercedes Ln. (S/W corner of Laurel Rd. and O'Hara Ave.)

- Candidate AHO Site
- Underlying Zoning District = Retail Business (RB) District
- Underlying General Plan Designation = Commercial (CO)
- AHO Appliable = Yes
- Candidates for Rezone to M-30 = No
- Total acres = 4.99
- Potential Units at 24 du/ac = 119
- 25% reduced capacity for non-vacant = (30)
- 25% reduced capacity for underlying commercial = (30)
- Potential units counted toward Lower-Income RHNA = 60 (after rounding)
- **Staff recommendation to not pursue due to commercial development potential/location**



Site 11 – 3300 Neroly Rd. (S/W corner of Neroly Rd. and Empire Ave.)

- Candidate AHO Site
- Underlying Zoning District = Planned Unit Development (P-1) District
- Underlying General Plan Designation = Residential High (RH) and Commercial (CO)
- AHO Applicable = Not likely
- Candidate for Rezone to M-30 = Yes
- Total acres = 3.66
- Potential Units at 24 du/ac = 87
- 25% reduced capacity for non-vacant = NA
- 25% reduced capacity for underlying commercial = NA
- Potential units counted toward Lower-Income RHNA = 87
- **Staff recommendation to consider Rezone to M-30**



Alternative for Site 11

- Amend the GP and Zoning to Commercial
- Apply the AHO
- Potential Units at 24 du/ac = 87
- 25% reduced capacity for underlying commercial = (22)
- Potential units counted toward Lower-Income RHNA = 65
- **Staff recommendation to amend GP and Rezone to Commercial and apply AHO**

Sites 12 and 13 – Main St. and Rose Ave. (S/W and S/E corners)

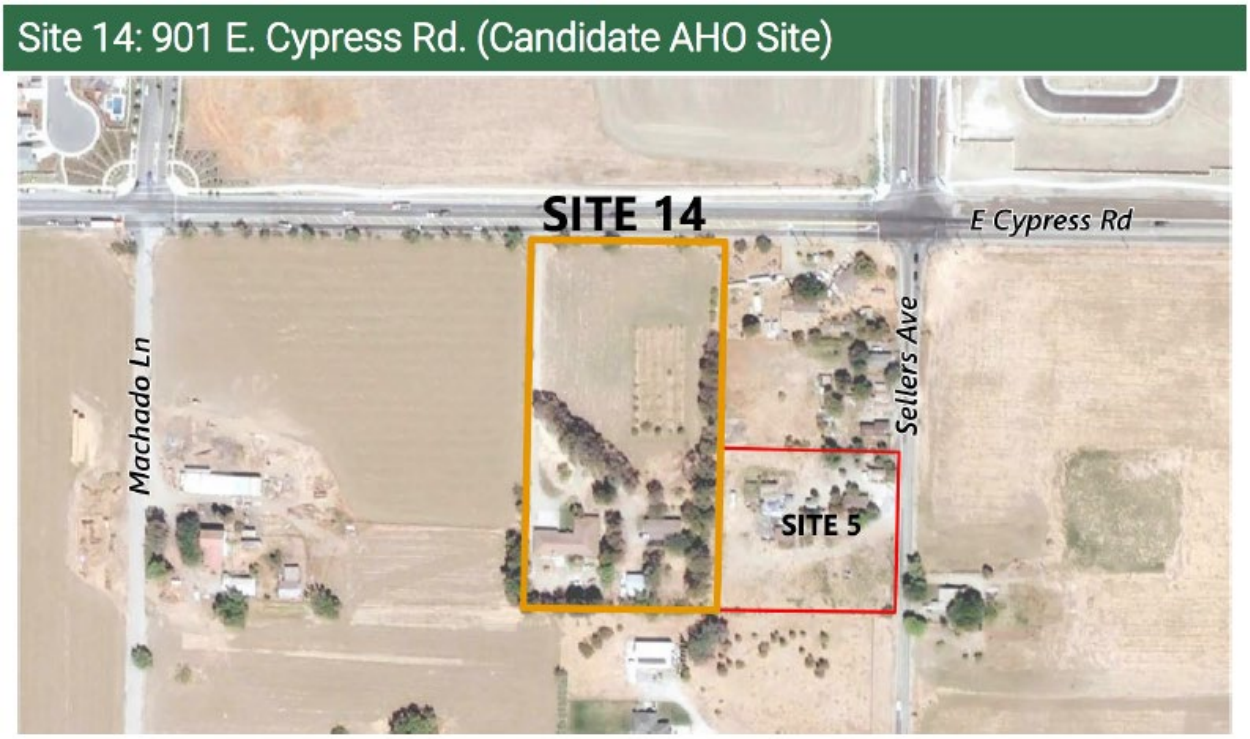
- Candidate AHO Site
- Underlying Zoning District = Downtown Specific Plan (DSP) District
- Underlying General Plan Designation = Commercial Downtown (CD)
- AHO Appliable = Yes
- Candidates for Rezone to M-30 = No
- Total acres = 1.48
- Potential Units at 24 du/ac = 34
- 25% reduced capacity for non-vacant = NA
- 25% reduced capacity for underlying commercial = (9)
- Potential units counted toward Lower-Income RHNA = 25
- **Staff recommendation to consider adding AHO**

Sites 12 & 13: 4671 Rose Ave. & S/E Corner of Main St. & Rose Ave. (Candidate AHO Sites)



Site 14 – 901 E. Cypress Rd. (directly west of Site 5)

- Candidate AHO Site
- Underlying Zoning District = Multifamily Residential (M-9) District
- Underlying General Plan Designation = Residential Medium (RM)
- AHO Appliable = No
- Candidates for Rezone to M-30 = Yes
- Total acres = 2.8 assumed developable (4.9 total)
- Potential Units at 24 du/ac = 67
- 25% reduced capacity for non-vacant = (17)
- 25% reduced capacity for underlying commercial = NA
- Potential units counted toward Lower-Income RHNA = 50
- **Staff recommendation to consider Rezone to M-30**



Subtotal: Candidate AHO Sites Subtotal of Lower-Income RHNA Units = 162

- *Candidate AHO Sites Recommended for AHO = 25*
- *Candidate AHO Sites not Applicable to AHO that could be Rezoned to M-30 = 137*
- *(Candidate AHO Sites Recommended not to pursue = 111)*

Total Existing and Potential Lower-Income RHNA Units

RHNA Method	Units
Remain in AHO	14
Recommended to pursue adding to AHO	25
Recommended to pursue Rezoning to M-30 District	296
Total	**335**

Summary of Sites Identified in the Housing Element

Site(s)	1-4	5	6 & 7	8 & 9	10	11	12 & 13	14
Zoning*	M-12	M-9	C	C	RB	P-1	SP-4	M-9
General Plan**	RH	RM	CO	CO	CO	RH & CO	CD	RM
AHO Applicable	No	No	Yes	Yes	Yes	Not likely	Yes	No
M-30 Applicable	Yes	Yes	No	No	No	Yes	No	Yes
Staff Rec.***	M-30	M-30	AHO	No action	No action	M-30	AHO	M-30
Potential Lower-Income RHNA Units	124	35	14	51	60	87	25	50

Analysis:

The HE RHNA requires planning for 440 Lower-Income units. Assuming the above recommendations are adopted, the City would still be short 105 units. Those 105 units could be accommodated through the following methods:

- Adding AHO to other non-identified Commercially zoned and designated sites, assuming a 25% reduction of potential units due to Commercial status and 50% reduction of potential units if non-vacant. Total acreage required would fall between 5.83 and 8.75 acres.

- Rezoning and re-designating other non-identified Residentially zoned and designated sites to M-30 (new GP designation required for new M-30 District), assuming a 25% reduction of potential units if non-vacant. Total acreage would fall between 4.38 and 5.83 acres.

- The City could also use a combination of the above methods to satisfy the additional 105 Lower-Income RHNA units.

Potential Sites Not Identified in the Housing Element

<u>440 W. Cypress Rd.</u>

- Underlying Zoning District = Multifamily Residential (M-9) District
- Underlying General Plan Designation = Residential Medium (RM)
- AHO Appliable = No
- Candidates for Rezone to M-30 = Yes
- Total acres = 3.16
- Potential Units at 24 du/ac = 76
- 25% reduced capacity for non-vacant = (19)
- 25% reduced capacity for underlying commercial = NA
- Potential units counted toward Lower-Income RHNA = 57
- **Staff recommendation to consider Rezone to M-30**



N/E Corner of Neroly Rd. and Live Oak Ave. (2 parcels)

- Underlying Zoning District = General Commercial (C) District
- Underlying General Plan Designation = Commercial (CO)
- AHO Appliable = Yes
- Candidates for Rezone to M-30 = No
- Total acres = 1.53 (0.75 and 0.78)
- Potential Units at 24 du/ac = 37
- 25% reduced capacity for non-vacant = (5) 0.75 acre parcel only
- 25% reduced capacity for underlying commercial = (9) both parcels
- Potential units counted toward Lower-Income RHNA = 23
- **Staff recommendation to consider adding AHO**



4961 Empire Ave. (S/W Corner of Empire Ave. and Oakley Rd.)

- Underlying Zoning District = General Commercial (C) District
- Underlying General Plan Designation = Commercial (CO)
- AHO Appliable = Yes
- Candidates for Rezone to M-30 = No
- Total acres = 6.522
- Potential Units at 24 du/ac = 157
- 25% reduced capacity for non-vacant = (39)
- 25% reduced capacity for underlying commercial = (39)
- Potential units counted toward Lower-Income RHNA = 79
- **Staff recommendation to consider adding AHO**



Analysis:

The three sites identified above could potentially accommodate a total of 159 Lower-Income RHNA units. Assuming all Existing and Candidate AHO sites remain in or are added to the AHO or are Rezoned to M-30 (335 Lower-Income RHNA units), and the three sites not identified in the Housing Element are also added to the AHO or Rezoned to M-30 (159 Lower-Income RHNA units), a total of 494 Lower-Income RHNA units could be assumed, exceeding the Housing Element's Lower-Income RHNA units (440) by 54 units. This could allow for non-action on some of the smaller sites or result in a buffer of capacity. RHNA capacity is subject to no-net-loss. In the event any of the sites were to be developed during this Housing Element cycle, the RHNA capacity would

need to be recalculated, and additional acreage would need to be added to the AHO or Rezoned to M-30 to ensure the minimum amount of RHNA capacity remains. If the option to add Site 11 to the AHO is used, then RHNA total would equal 472 (exceed 440 by 32 units).

Potential Lower-Income RHNA Units (Sites not Identified in Housing Element)

RHNA Method	Units
Recommended to pursue adding to AHO	102
Recommended to pursue Rezoning to M-30 District	57
Total	**159**

Summary of Sites Not Identified in the Housing Element

Site	440 W. Cypress Rd.	N/E Corner of Neroly Rd. and Live Oak Ave.	4961 Empire Avenue
Zoning	M-9	C	C
General Plan	RM	CO	CO
AHO Applicable	No	Yes	Yes
M-30 Applicable	Yes	No	No
Staff Rec.	M-30	AHO	AHO
Potential Lower-Income RHNA Units	57	23	79