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

Tuesday, September 23, 2025
6:30 PM
Oakley City Council Chambers located at 3231 Main Street, Oakley, California 94561. Unless stated otherwise on the agenda, every item on the agenda is exempt from CEQA Guidelines Sections 15060(c), 15061(b)(3), 15273, 15378, 15301, 15323 and/or Public Resources Code Section 21065.

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

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

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

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

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

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

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

1. OPENING MATTERS

   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

   1.2 Pledge of Allegiance to the Flag

   1.3 Update on the Delta (Roger Mammon)

   1.4 Update from Contra Costa County Fire Protection District (Assistant Fire Chief, Xon Burris)

   1.5 Contra Costa County Advisory Council on Aging Update (Chalo Buckman)

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

3. COUNCILMEMBER COMMENTS

4. CONSENT CALENDAR
   Consent Calendar items are typically non-controversial in nature and are considered for approval by the Oakley City Council/ Oakley City Council Acting as the Successor Agency to the Oakley Redevelopment Agency/Oakley Public Financing Authority with one single action. Members of the audience, Staff or the Oakley City Council/ Oakley City Council Acting as the Successor Agency to the Oakley Redevelopment Agency/Oakley Public Financing Authority who would like an item removed from the Consent Calendar for purposes of public input may request the Mayor remove the item. The public may request to remove an item(s) to provide input by completing a public speaker card and submitting it to the City Clerk prior to the item(s) being called by the Mayor.

   4.1 Approve Minutes from the Regular Meeting held September 9, 2025 (Kim

Snodgrass, City Clerk)
Minutes

4.2 Approve Minutes from the Special Meeting held September 11, 2025 (Kim Snodgrass, City Clerk)
Minutes

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

4.4 Adopt a Resolution Awarding a Construction Contract to Consolidated Engineering Inc. for the construction of Fiscal Year (FY) 2025/26 Street Repair and Resurfacing Project – Capital Improvement Project (CIP) Number 333 A (Kevin Rohani, P.E., Public Works Director/City Engineer)
Staff Report
1. Resolution
2. Bid Summary

4.5 Adopt a Resolution Re-Appointing Chalo Buckman to the Contra Costa County Advisory Council on Aging for a new Two-Year Term (Kim Snodgrass, City Clerk)
Staff Report
1. Application and Resume
2. Resolution

4.6 Adopt a Resolution Authorizing the Award of Contract to ODP Business Interiors for the Purchase and Installation of Cubicles and Office Furniture for the City Hall Remodeling Project, Capital Improvement Project (CIP) Number 329 (Kevin Rohani, P.E., Public Works Director/City Engineer)
Staff Report
1. Proposal
2. Resolution

4.7 Adopt a Resolution Approving a Contract with AXON Enterprise, Inc. for Conducted Energy Weapons (Taser), Body Worn Camera and Digital Evidence Services (Paul Beard, Chief of Police)
Staff Report
1. AXON Sole Source Letter
2. AXON Quote No. Q-673322-45905AS
3. Resolution

5. PUBLIC HEARINGS

5.1 Adopt a resolution approving a General Plan Amendment (GPA 2025-002) amending the Community Health and Safety Element of the City of Oakley General Plan with text amendments to adopt by reference, and add summary text in relation to, the 2024 Hazard Mitigation Plan – City of Oakley Annex in compliance with Assembly Bill 2140 (2006) (Ken Strelo, Community Development Director)

California Environmental Quality Act (CEQA) determination: find that the project is exempt under the "Common Sense" Exemption (14 Cal. Code Regs./CEQA Guideline 15061(b)(3)

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

Staff Report
1. Notice of Public Hearing
2. Tracked Changes to the Oakley General Plan
3. Planning Commission Resolution No. 10-25
4. Proposed Resolution

6. REGULAR CALENDAR

6.1 Adopt two Resolutions as follows: 1) Adopt a Resolution Approving the Design-Build Agreements with Woodland Construction Builders, Inc for the Design and Construction of the New Oakley Library and Community Center and Authorizing the City Manager to Execute the Agreements; and 2) Adopt a Resolution to Establish a Library and Community Center Project Specific Sub-Committee for the Design-Build Phase of the Project (Joshua McMurray, City Manager)

Staff Report
1. RFP dated May 28th, 2025
2. Woodland Construction Builders, Inc and Siegal & Strain Architects RFP Response dated July 2, 2025
3. Draft Resolution to Approve the Design-Build Agreement
4. Design Build Agreement (Contract Form 544 with Exhibit A.1 and Contract Form 535)
EXHIBIT A.1
Contract Form 535
5. Draft Resolution to Approve the Library and Community Center Project Specific Sub-Committee for the Design-Build phase of the project

6.2 Interview and Appoint Three Applicants to the Planning Commission for Four-Year Terms 10/12/2025 through 10/11/2029 (Ken Strelo, Community Development Director)

Staff Report
1. Planning Commissioner Applications (7 Total)
2. Proposed Resolution

7. REPORTS

7.1 CITY MANAGER
(a) City Manager

7.2 OAKLEY CITY COUNCIL/OAKLEY CITY COUNCIL ACTING AS THE SUCCESSOR AGENCY TO THE OAKLEY REDEVELOPMENT AGENCY
(a) Reports from Council Liaisons to Regional Committees, Commissions

and Boards AND Oakley City Council/Oakley City Council Acting as the Successor Agency to the Oakley Redevelopment Agency

(b) Requests for Future Agendas

8. WORK SESSION

8.1 Provide Direction to Staff Regarding the Acknowledgement of Indigenous Land (Danielle Navarro, Assistant City Manager)
Memorandum

8.2 Workshop Regarding Potential Changes to the City's Rotational System for Annually Selecting the Mayor and Vice Mayor (Derek Cole, City Attorney)
Staff Report
1. Current Text of Oakley Municipal Code 2.1.003
2. Staff Report, January 10, 2023

9. CLOSED SESSIONS

10. ADJOURN

MINUTES OF THE REGULAR JOINT MEETING OF THE OAKLEY CITY COUNCIL/OAKLEY CITY COUNCIL ACTING AS THE SUCCESSOR AGENCY TO THE OAKLEY REDEVELOPMENT AGENCY HELD SEPTEMBER 9, 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/Oakley Public Financing Authority

Mayor Shannon Shaw called the meeting to order at 6:30 p.m. Vice Mayor Hugh Henderson and Councilmembers George Fuller, Aaron Meadows and Anissa Williams were also present.

1.2 Pledge of Allegiance to the Flag (Jamison White, Laurel Elementary School Student)

Jamison White led the Pledge of Allegiance to the Flag.

1.3 Contra Costa Water District Update (Director, Connstance Holdaway)

Contra Costa Water District Director Connstance Holdaway provided an update.

1.4 Contra Costa Animal Services Update (Director, Ben Winkleback)

Contra Costa Animal Services Director Ben Winkleblack provided an update.

1.5 Proclamation Honoring the 80th Anniversary of the Ironhouse Sanitary District (ISD Representative and ISD Board Member)

Mayor Shaw read and presented a proclamation Honoring the 80th Anniversary of the Ironhouse Sanitary District to Board Vice President Angela Lowrey.

1.6 Proclamation Recognizing September as National Preparedness Month (Danielle Navarro, Assistant City Manager)

Mayor Shaw read and presented a proclamation recognizing September as National Preparedness Month to Assistant City Manager Danielle Navarro.

2. PUBLIC COMMENTS

A Public Comment was received from Melanie Rosalez which will be entered into the public record.

3. COUNCILMEMBER COMMENTS

Comments were provided by Councilmember Fuller and Councilmember Meadows.

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 August 12, 2025 (Kim Snodgrass, City Clerk)

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

4.3 Adopt a Resolution Designating Mayor Shannon Shaw as Voting Delegate and Councilmember Anissa Williams as an Alternate Voting Delegate at the League of California Cities Annual Conference and Expo October 8-10, 2025, at the Long Beach Convention Center. (Kim Snodgrass, City Clerk)

4.4 Adopt a Resolution Authorizing the City Manager to Execute a Consulting Services Agreement with NCE to Provide Engineering Design Services for Capital Improvement Project (CIP) Number 333 B - Fiscal Year 2025/26 Street Repair and Resurfacing Project (Kevin Rohani, P.E., Public Works Director/City Engineer)

4.5 Adopt two Resolutions Approving a Subdivision Improvement Agreement and Final Map for Rosewood Estates Subdivision 8787 located at the northwest corner of Laurel Road and Rose Avenue (Kevin Rohani, P.E., Public Works Director/City Engineer)

4.6 Adopt a Resolution Amending the Fiscal Year 2025/26 Budget to Include the Cost of a Replacement Motorcycle (Jeri Tejeda, Administrative Services Director)

Councilmember Fuller pulled item 4.1.

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

5. PUBLIC HEARINGS

5.1 Adopt a Resolution Amending the Master Fee Schedule to add Carry Concealed Weapons Permits (Logan Cartwright, Administrative Lieutenant)

Administrative Lieutenant Logan Cartwright presented the report.

Councilmember Fuller asked a question; Lt. Cartwright addressed it.

Mayor Shaw opened the Public Hearing.

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

It was moved by Councilmember Meadows and seconded by Vice Mayor Henderson to approve item 5.1. Motion was unanimous and so ordered (5-0)

6. REGULAR CALENDAR

6.1 Appeal of City Manager's Decision Regarding Property Located on Oakley Road Known as APN 052-051-015 (Kim Snodgrass, City Clerk)

City Clerk Kim Snodgrass presented the report.

Councilmember Fuller asked a question of the City Attorney; City Attorney Derek Cole addressed the question.

Councilmember Williams asked a question; City Manager Joshua McMurray addressed the question.

It was moved by Councilmember Meadows and seconded by Councilmember Williams to uphold the City Manager’s decision to record a Notice of Violation against the property. Motion was unanimous and so ordered (5-0)

7. REPORTS

7.1 CITY MANAGER

(a) City Manager

City Manager Joshua McMurray reported Movies on Main Street will take place this Saturday, and the Heart of Oakley Festival is scheduled for September 20th. He

announced the application period for the Planning Commission will close on September 11th. In addition, he addressed concerns about poaching in Marsh Creek, noting that the City has received comments on the issue over the last year and, in response, California Fish and Wildlife has provided new signs that staff will be posting. He acknowledged Engineering Manager Billilee Saengchalern for receiving the Manager of the Year award through the American Public Works Association and he mentioned that last Friday staff participated in a Kick Ball Tournament.

(b) Business License Update

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 Fuller reported he attended Hot August Nights at Studio 55.

Vice Mayor Henderson reported he attended the East County Habitat Conservancy meeting, the Iron House Sanitary District Board of Directors meeting, Hot August Nights and Friday Night Bites.

Councilmember Meadows reported he attended the Delta Association of Realtors' elected officials' reception and an Ad-Hoc committee meeting for MCE.

Councilmember Williams reported she attended the California Civil Leadership Institute, a Tri Delta Transit meeting and the Mayor's Conference.

Mayor Shaw reported she met with Lori Wilson on multiple occasions for a meeting at Tri Delta Transit, a tour of the Oaks Apartments and discussions on redistricting and transportation. She attended a Tri Delta Transit meeting, the Oakley Youth Bike Rodeo, the D-Bat Ribbon Cutting, the Brownstone Garden Sunset Tour, the 100th anniversary of St. Anthony's Church and Friday Night Bites. She also attended the Chamber Mixer, the Delta Association of Realtors' reception, the East Bay Block Party, and a concert at Skipolini's. In addition, she met with Senator Cabaldon's office and attended the Justice for Seniors fundraiser, the Contra Costa Mayor's Conference, and an EBRCS meeting.

(c) Requests for Future Agendas

Mayor Shaw requested a worksession regarding the Mayoral Rotation. Councilmember Meadows supported the request.

8. WORK SESSIONS

8.1 Provide Direction to Staff Regarding the Scheduling of the City Council Reorganization Meeting (Danielle Navarro, Assistant City Manager)

Assistant City Manager Danielle Navarro presented the report.

Councilmember Meadows and Williams, Mayor Shaw and Vice Mayor Henderson stated they prefer option 3.

Councilmember Fuller mentioned his preference is to keep as is and move the reorganization to the end of the meeting.

9. CLOSED SESSION

None

10. ADJOURN

There being no further business, the meeting was adjourned at 7:56 pm

MINUTES OF THE SPECIAL MEETING OF THE OAKLEY CITY COUNCIL HELD SEPTEMBER 11, 2025

1. CALL TO ORDER AND ROLL CALL

Mayor Shannon Shaw called the meeting to order at 4:00 p.m. Vice Mayor Hugh Henderson and Councilmembers George Fuller, Aaron Meadows and Anissa Williams were also present.

2. PLEDGE OF ALLEGIANCE TO THE FLAG

Mayor Shaw led the Pledge of Allegiance to the Flag.

3. PUBLIC COMMENTS

None

4. CLOSED SESSION

4.1 PUBLIC EMPLOYEE PERFORMANCE EVALUATION Pursuant to Government Code Section 54954.5(e)
Title: City Manager

Mayor Shaw announced the Closed Session item and mentioned the meeting will adjourn after the Closed Session

5. ADJOURN

There being no further business, the meeting was adjourned at 4:08 p.m.

Respectfully submitted.

Kim Snodgrass
City Clerk

MEMORANDUM

OAKLEY
CALIFORNIA

Date: September 15, 2025
To: Mayor and City Councilmembers
From: Derek P. Cole, City Attorney
CC: Joshua McMurray, City Manager
Subject: Closed Session Report-Out Memo

For Consideration at the City Council Meeting of September 23, 2025

Background and Analysis

The City Council considered the following closed session item during its special meeting held September 11, 2025:

PUBLIC EMPLOYEE PERFORMANCE EVALUATION

Pursuant to Government Code Section 54954.5(e)
Title: City Manager

An evaluation was provided. There was no reportable action.

Fiscal Impact

None.

Recommendation

Receive and file this report.

Attachments

None.

STAFF REPORT

OAKLEY
CALIFORNIA

Approved and Forwarded to the City Council

DATE: September 23, 2025

TO: Joshua McMurray, City Manager

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

SUBJECT: Adopt a Resolution Awarding a Construction Contract to Consolidated Engineering Inc. for the construction of Fiscal Year (FY) 2025/26 Street Repair and Resurfacing Project – Capital Improvement Project (CIP) Number 333 A

The City's adopted FY 2025/26 Capital Improvement Program Budget designates funding for various infrastructure repair and replacement projects. This is consistent with the City's goals to improve the quality of the City's public infrastructure and to enhance the quality of life for our residents.

Each year the pavement conditions change due to wear and tear, and the streets must routinely undergo preventative maintenance to ensure their functionality. The City uses this annual project to perform rehabilitative and preventative maintenance on the public street network through a series of dig-outs, crack sealing, slurry sealing, pavement overlays and removal and replacement of the asphalt surface on streets where it has failed. The project will be completed with the placement of new striping and pavement markings.

CIP 333 A will include street repair and resurfacing in two subdivisions, California Dawn (off of West Cypress Road) and California Jamboree (off of Laurel Road). This project builds upon the street resurfacing efforts undertaken in recent years. Collectively, these improvements will not only enhance the quality of the City street infrastructure but also contribute to a better quality of life for Oakley residents.

After the completion of the project design and public bidding, on September 11, 2025, a total of eight (8) bids were received and Consolidated Engineering Inc. submitted the lowest responsible bid for the project at a total cost of $1,058,460.00. This was a very competitive bidding process and the City received a very favorable bid for this project.

The construction of CIP 333 A is anticipated to take place during the fall months, weather permitting.

Consistency with the Oakley Strategic Plan 27+

The approval of this agreement is consistent with the Oakley Strategic Plan under the Community Health and Safety Goal to provide safe streets in Oakley.

Fiscal Impact

This item was included in the FY 2025/26 budget with a total budget of $2,600,000 for CIP 333 A Construction and CIP 333 B Design. This project is funded by Street Maintenance and Rehab Fund (235) and Gas Tax RMRA funds (141). To date $195,507.25 is encumbered and $11,015.33 is paid or pending payment. 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 construction agreement with Consolidated Engineering Inc. for an amount not to exceed $1,058.460.00 and authorize the City Manager to execute the agreement.

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

Attachments

1) Resolution
2) Bid Summary

RESOLUTION NO. XX-25

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OAKLEY APPROVING AN AGREEMENT WITH CONSOLIDATED ENGINEERING INC. FOR THE CONSTRUCTION OF CAPITAL IMPROVEMENT PROJECT NO. 333 A – FISCAL YEAR (FY) 2025/26 STREET REPAIR AND RESURFACING PROJECT

WHEREAS, Pavement Engineering, Inc., prepared the plans, specifications, and estimates for CIP No. 333 -A – FY 2025/26 Street Repair and Resurfacing Project; and

WHEREAS, the plans, specifications and special provisions were publicly advertised for bidding with the bid period closing at 2:00 P.M. on September 11, 2025; and

WHEREAS, eight (8) total bids were received prior to the close of the bidding process; and

WHEREAS, Consolidated Engineering Inc. submitted the lowest responsible bid for a total cost of $1,058,460.00 for the work, and the bid summary is attached as Exhibit A; and

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Oakley that the Agreement with Consolidated Engineering Inc. for the FY 2025/26 Street Repair and Resurfacing Project – CIP 333 A, for an amount not to exceed $1,058,460 is approved, and the City Manager is hereby authorized to execute the Agreement and change orders in an amount not to exceed $150,000 as necessary.

PASSED AND ADOPTED by the City Council of the City of Oakley this 23rd day of September 2025 by the following vote:

AYES:
NOES:
ABSENT:
ABSTENTIONS:

APPROVED:

_____
Shannon Shaw, Mayor

ATTEST:

_____ _____
Kim Snodgrass, City Clerk Date

City of Oakley Public Works Department
FY 2025/26 Street Repair and Resurfacing Project, CIP 333 A
Certified Bid Tabulation Bid opening: Sep 11, 2025 at 2:00 P.M. at the Civic Center

				Engineers Estimate		Consolidated Engineering Inc. 5860 Amos Lane Valley Springs CA. 9525		McGuire amd Hester 9009 Railroad Av Oakland, CA 94603		Goodfellow Bros, California, LLC 50 Contractors Street Livermore, CA 94551		Ghilotti Construction, Inc. 246 Ghilotti Avenue Santa Rosa, CA 95407		DSS Company dba Knife River Const 655 W. Clay Street Stockton, CA 9526		Ghilotti Bros. Inc. 525 Jacoby Street San Rafael, CA 94901		R & R Pacific Construction 619 1/2 Main Street Woodland CA 95695		Mountain Cascade, Inc. 555 Exchange Court Livermore, CA 94550	
Item No.	*Description*	*Quantity*	*Unit*	*Unit Price*	*Item Cost*	*Unit Price*	*Item Cost*	*Unit Price*	*Item Cost*	*Unit Price*	*Item Cost*	*Unit Price*	*Item Cost*	*Unit Price*	*Item Cost*	*Unit Price*	*Item Cost*	*Unit Price*	*Item Cost*	*Unit Price*	*Item Cost*
1	Mobilization	1	LS	149,948.80	$149,948.8	62,000.00	62,000.00	75,365.00	75,365.00	107,000.00	107,000.00	60,000.00	60,000.00	48,530.00	48,530.00	110,000.00	110,000.00	148,000.00	148,000.00	187,000.00	187,000.00
2	Traffic Control & Construction Area Signs	1	LS	71,404.19	$71,404.2	64,000.00	64,000.00	50,000.00	50,000.00	74,000.00	74,000.00	74,920.00	74,920.00	69,780.00	69,780.00	88,012.40	88,012.40	149,000.00	149,000.00	160,000.00	160,000.00
3	Water Pollution Control Program	1	LS	7,000.00	$7,000.0	6,300.00	6,300.00	4,300.00	4,300.00	21,000.00	21,000.00	8,800.00	8,800.00	11,700.00	11,700.00	8,000.00	8,000.00	20,225.20	20,225.20	2,600.00	2,600.00
4	Monument Preservation	1	LS	25,000.00	$25,000.0	13,400.00	13,400.00	31,110.80	31,110.80	19,800.00	19,800.00	20,800.00	20,800.00	31,140.00	31,140.00	30,700.00	30,700.00	20,000.00	20,000.00	22,000.00	22,000.00
5	Replace Non-Standard Monument w/Street Monument (Allowance)	11	EA	2,500.00	$27,500.0	1,400.00	15,400.00	1,000.00	11,000.00	1,400.00	15,400.00	1,000.00	11,000.00	1,140.00	12,540.00	1,300.00	14,300.00	1,500.00	16,500.00	2,000.00	22,000.00
6	Reset Non-Standard Monumentation (Allowance)	11	EA	1,500.00	$16,500.0	1,400.00	15,400.00	100.00	1,100.00	300.00	3,300.00	900.00	9,900.00	1,140.00	12,540.00	1,300.00	14,300.00	800.00	8,800.00	2,000.00	22,000.00
7	Locate Buried Monument (Allowance)	11	EA	500.00	$5,500.0	325.00	3,575.00	100.00	1,100.00	450.00	4,950.00	330.00	3,630.00	1,900.00	20,900.00	800.00	8,800.00	2,000.00	22,000.00	1,600.00	17,600.00
8	1/2" HMA (Type A) PG 64-22	4,222	TN	200.00	$844,400.0	118.50	500,307.00	126.00	531,972.00	125.00	527,750.00	145.00	612,190.00	119.00	502,418.00	137.00	578,414.00	135.00	569,970.00	150.00	633,300.00
9	Crack Seal & Slurry Seal (Type II w/Black Rock)	122,476	SF	0.84	$102,879.8	0.50	61,238.00	0.70	85,733.20	0.75	91,857.00	0.70	85,733.20	0.85	104,104.60	0.85	104,104.60	0.55	67,361.80	0.60	73,485.60
10	Cold Plane 2"	211,110	SF	0.50	$105,555.0	0.46	97,110.60	0.50	105,555.00	0.40	84,444.00	0.50	105,555.00	0.50	105,555.00	0.50	105,555.00	0.50	105,555.00	0.70	147,777.00
11	6" Deep Lift Stabilization (Allowance)	2,111	SF	12.00	$25,332.0	7.40	15,621.40	6.00	12,666.00	7.00	14,777.00	7.00	14,777.00	10.00	21,110.00	10.00	21,110.00	20.00	42,220.00	5.00	10,555.00
12	Remove & Replace PCC Curb & Gutter	257	LF	130.00	$33,410.0	74.00	19,018.00	90.00	23,130.00	81.00	20,817.00	148.00	38,036.00	113.00	29,041.00	152.00	39,064.00	110.00	28,270.00	70.00	17,990.00
13	Remove & Replace PCC Sidewalk	1,521	SF	45.00	$68,445.0	17.00	25,857.00	26.00	39,546.00	19.00	28,899.00	22.00	33,462.00	42.00	63,882.00	25.00	38,025.00	40.00	60,840.00	16.00	24,336.00
14	Remove & Replace PCC Driveway	136	SF	60.00	$8,160.0	20.00	2,720.00	29.00	3,944.00	21.00	2,856.00	43.00	5,848.00	59.00	8,024.00	42.00	5,712.00	38.00	5,168.00	18.00	2,448.00
15	Curb Ramp Case B	3	EA	18,000.00	$54,000.0	7,530.00	22,590.00	6,500.00	19,500.00	8,300.00	24,900.00	7,500.00	22,500.00	1,200.00	3,600.00	7,500.00	22,500.00	6,500.00	19,500.00	7,155.00	21,465.00
16	Reconstruct Curb Drain	3	EA	750.00	$2,250.0	295.00	885.00	800.00	2,400.00	325.00	975.00	450.00	1,350.00	375.00	1,125.00	820.00	2,460.00	1,500.00	4,500.00	280.00	840.00
17	Lower Sanitary Sewer Manhole Cover	25	EA	800.00	$20,000.0	368.00	9,200.00	350.00	8,750.00	390.00	9,750.00	350.00	8,750.00	650.00	16,250.00	350.00	8,750.00	900.00	22,500.00	1,800.00	45,000.00
18	Lower Storm Drain Manhole Cover	4	EA	800.00	$3,200.0	368.00	1,472.00	350.00	1,400.00	390.00	1,560.00	350.00	1,400.00	650.00	2,600.00	350.00	1,400.00	900.00	3,600.00	1,800.00	7,200.00
19	Lower Survey Monument Cover	28	EA	500.00	$14,000.0	236.00	6,608.00	225.00	6,300.00	251.00	7,028.00	225.00	6,300.00	650.00	18,200.00	225.00	6,300.00	500.00	14,000.00	1,500.00	42,000.00
20	Lower Water Valve Cover	45	EA	500.00	$22,500.0	237.00	10,665.00	225.00	10,125.00	225.00	10,125.00	225.00	10,125.00	650.00	29,250.00	225.00	10,125.00	500.00	22,500.00	1,500.00	67,500.00
21	Adjust Sanitary Sewer Manhole Cover to Finish Grade	25	EA	1,200.00	$30,000.0	1,000.00	25,000.00	950.00	23,750.00	1,100.00	27,500.00	950.00	23,750.00	1,020.00	25,500.00	950.00	23,750.00	1,800.00	45,000.00	2,200.00	55,000.00
22	Adjust Storm Drain Manhole Cover to Finish Grade	4	EA	1,250.00	$5,000.0	1,000.00	4,000.00	950.00	3,800.00	1,100.00	4,400.00	950.00	3,800.00	1,020.00	4,080.00	950.00	3,800.00	1,800.00	7,200.00	2,200.00	8,800.00
23	Adjust Survey Monument Cover to Finish Grade	28	EA	850.00	$23,800.0	737.00	20,636.00	700.00	19,600.00	780.00	21,840.00	700.00	19,600.00	1,140.00	31,920.00	700.00	19,600.00	750.00	21,000.00	1,900.00	53,200.00
24	Adjust Water Valve Cover to Finish Grade	45	EA	850.00	$38,250.0	737.00	33,165.00	700.00	31,500.00	700.00	31,500.00	700.00	31,500.00	1,140.00	51,300.00	700.00	31,500.00	750.00	33,750.00	1,900.00	85,500.00
25	Furnish Survey Monument Frame & Cover (Allowance)	3	EA	350.00	$1,050.0	210.00	630.00	200.00	600.00	200.00	600.00	200.00	600.00	120.00	360.00	200.00	600.00	300.00	900.00	1,900.00	5,700.00
26	Install Blue RPM at Fire Hydrant	21	EA	30.00	$630.0	11.00	231.00	10.00	210.00	11.00	231.00	10.00	210.00	15.00	315.00	10.00	210.00	10.00	210.00	10.00	210.00
27	12" White Crosswalk/Limit Line (Thermo)	770	LF	10.00	$7,700.0	11.00	8,470.00	10.00	7,700.00	11.20	8,624.00	10.00	7,700.00	15.00	11,550.00	10.00	7,700.00	10.00	7,700.00	10.00	7,700.00
28	Striping Detail #22 (Thermo & Markers)	1,972	LF	6.00	$11,832.0	4.25	8,381.00	4.00	7,888.00	4.50	8,874.00	4.00	7,888.00	6.00	11,832.00	4.00	7,888.00	4.00	7,888.00	4.00	7,888.00
29	Pavement Marking "AHEAD" Legend (Thermo)	1	EA	350.00	$350.0	170.00	170.00	160.00	160.00	178.00	178.00	160.00	160.00	245.00	245.00	160.00	160.00	160.00	160.00	160.00	160.00
30	Pavement Marking "STOP" Legend (Thermo)	16	EA	300.00	$4,800.0	265.00	4,240.00	250.00	4,000.00	279.00	4,464.00	250.00	4,000.00	385.00	6,160.00	250.00	4,000.00	250.00	4,000.00	250.00	4,000.00
31	Pavement Marking "25" Legend (Thermo)	2	EA	250.00	$500.0	85.00	170.00	80.00	160.00	90.00	180.00	80.00	160.00	120.00	240.00	80.00	160.00	80.00	160.00	80.00	160.00
					$1,730,896.8		1,058,460.00		1,124,365.00		1,179,579.00		1,234,444.20		1,255,791.60		1,317,000.00		1,478,478.00		1,755,414.60

This certifies that all bids were received and opened on Sep 11, 2025, and that this is a copy of the bid tabulation with bids corrected for errors in addition and multiplication. By:



STAFF REPORT

OAKLEY
CALIFORNIA

DATE: September 23, 2025

Approved and Forwarded to the City Council

TO: Joshua McMurray, City Manager

FROM: Kim Snodgrass, City Clerk

SUBJECT: Adopt a Resolution Re-Appointing Chalo Buckman to the Contra Costa County Advisory Council on Aging for a New Two-Year Term

Background and Analysis

The Contra Costa County Advisory Council on Aging (ACOA) is appointed by the Board of Supervisors to advise them on all matters associated with the planning, development and administration of programs relating to older adults, in accordance with the Older Americans Act. The ACOA is staffed by representatives of the Contra Costa County Area Agency on Aging (AAA).

The ACOA acts as an advisory body to the Board of Supervisors in the development and implementation of the County's Area Plan by the Department of Aging and Adult Services. The Council consists of representatives of the target population and the general public, including older low-income and military persons; at least one-half of the membership must be made up of actual consumers of services under the Area Plan.

The Advisory Council meets monthly on the third Wednesday of each month at the Contra Costa County Administration Building Boardroom, 500 Ellinwood Way, Pleasant Hill, California.

On January 14, 2025, Chalo Buckman was appointed by the City Council to fill a vacancy on the Contra Costa County Advisory Council on Aging. Her current term is set to expire on September 30, 2025. Ms. Buckman was the sole candidate to apply during the last recruitment cycle and seeks reappointment. The Advisory Council does not require an open recruitment when a member seeks reappointment, so staff recommends moving forward with the process of reappointing Ms. Buckman to a new two-year term.

Consistency with the Oakley Strategic Plan 27+

The proposed action is consistent with The City's Community and Collaborative Partnerships Goal.

Fiscal Impact

None.

Staff Recommendation

Staff recommends the City Council adopt a resolution re-appointing Chalo Buckman to the Contra Costa County Advisory Council on Aging for a new two-year term, effective October 1, 2025, and concluding on September 30, 2027.

Attachments

1. Application and Resume
2. Proposed Resolution

1. **Applicant Name:** Chalo Reyes Buckman

2. **Home Address:** [redacted]

3. **Phone Number:** [redacted]

4. **E-Mail Address:** [redacted]

5. **How long have you lived in the City of Oakley?** Total of 6 years

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

Contra Costa County has been home to me for a total of 12 years. I have been living here in Oakley for six years and have seen the city grow from a small town to a beautiful, diverse and family-oriented city. I have worked with older adults and mentally disabled person since I started working. I have heard many different stories from the patients, families and clients I had in the past and even now, concerns or how we could be better and do more. I feel that this is another calling for me besides what I am doing now in my career. I would love to be part of something bigger than I am and this is why I wake up in the morning to serve the community I love and care about. I would be grateful to be a person to make sure the people we are serving are heard. I want to be part of the solution.

8. **What do you feel are the most pressing matters for the Advisory Council?**

___Affordable housing for older adults and disabled person. Mental health has gotten worse especially after covid. We need to encourage our seniors to get out there more like going to senior centers so they can see and meet their peers and perhaps join activities and of course provide them with the means to get there. Transportation can be better, especially in unincorporated areas. Another is homelessness, I often drive to

Chalo Buckman

Intake Specialist

[redacted] [redacted] [redacted]

Summary/Objective

Caring Intake Specialist with proven skills in case management, client registration, and document processing. Highly organized team-player, empathetic and effective communicator, and problem-solver.

Skills

- MS Office
- Documentation and Reporting
- Work Planning and Prioritization
- Process Improvement
- Customer Relationship Management
- Teamwork and Collaboration
- Scheduling and Coordinating
- Calm Decision-Making Under Pressure

Professional Experience

Intake Coordinator

Mobility Matters | Lafayette, CA | **2017 – Present**

- Work closely with the CEO
- Intake and Assess clients
- Triage client need for counseling or specialist
- Prepare Monthly, Quarterly, and Yearly Reports
- De-escalate clients during crisis situations
- Assist with billing, grants, emergency response
- Secure confidential info
- Coordinate schedules and appointments

Assistant Manager

Delta Residential | Oakley, CA | **2013 – 2017**

- Organized schedules, workflows, and shift coverage to meet expected business demands. Enforced company policies and procedures to strengthen operational standards across departments.
- Directed and led employees, supervising activities to drive productivity and efficiency. Conducted job interviews, led employee performance evaluations, and mentored staff to enhance skills.

Direct Support Professional Caregiver

Alegria Community Living | Pleasant Hill, CA | **2006 – 2012**

- Maintained confidentiality of patient information at all times according to HIPAA Privacy Rules, observed patients for changes in physical, emotional, mental, or behavioral condition and injuries; documented and communicated variances and concerning responses to nurse supervisor.
- Provided a clean and well-organized environment for client happiness and safety, improved patient outlook and daily living through compassionate care, and facilitated clear communication with clients and fellow staff.

Education

El Camino High School

High School Diploma, June 1998

South San Francisco, CA

RESOLUTION NO. XX-25

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OAKLEY RE-APPOINTING CHALO BUCKMAN TO THE CONTRA COSTA COUNTY ADVISORY COUNCIL ON AGING FOR A NEW TWO-YEAR TERM EFFECTIVE OCTOBER 1, 2025 AND CONCLUDING ON SEPTEMBER 30, 2027

BE IT RESOLVED by the City Council of the City of Oakley that Chalo Buckman is hereby re-appointed to the Contra Costa County Advisory Council on Aging for a new two-year term effective October 1, 2025 and concluding on September 30, 2027.

PASSED AND ADOPTED by the City Council of the City of Oakley this 23rd day of September 2025 by the following vote:

AYES:
NOES:
ABSTENTION:
ABSENT:

APPROVED:

_____
Shannon Shaw, Mayor

ATTEST:

_____ _____
Kim Snodgrass, City Clerk Date

OAKLEY
CALIFORNIA

Approved and Forwarded to the City Council

DATE: September 23, 2025

TO: Joshua McMurray, City Manager

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

SUBJECT: Adopt a Resolution Authorizing the Award of Contract to ODP Business Interiors for the Purchase and Installation of Cubicles and Office Furniture for the City Hall Remodeling Project, Capital Improvement Project (CIP) Number 329

Background and Analysis

The City Hall Remodeling Project, CIP 329 is a continuation of the remodeling and expansion work that had taken place at the Police Department and City Hall in prior years. The continued growth of the Oakley Police Department requires further facility expansion to provide a functional and efficient workspace for the Police Department staff and their operations.

On July 8, 2025, the City Council awarded a design contract to Perkins, Williams & Cotterill Architects, Inc. for Architectural Design Services for the City Hall Remodeling Project, CIP 329. The scope of this project involves the conversion of the open courtyard between City Hall and the Police Department to an enclosed space for use by the Police Department, the interior remodeling of the Police Department to accommodate the expansion of the records and evidence section, a new report writing room, new office spaces, new armory, and the remodeling of the front Police Department reception area. In addition, the office areas in City Hall currently used by Community Development and the Public Works Departments need new carpet, paint, cubicles and office furniture to replace what has been in place since the original construction of City Hall many years ago and have exceeded their lifecycle.

The majority of the office layout at City Hall is comprised of packaged cubicles and paneled workstations. The cubicle configurations are perfect for facilities that need basic workspaces in a cost-effective fashion with the flexibility to change the layouts as facility operation needs change. The new cubicles and furniture will be the same style as the one that was installed on the administrative side of City Hall in 2024.

Staff have been working with the project design architect over the past several months to prepare preliminary plans for the project and have been working on the various design details, which will continue into next year. The bidding phase of the project is anticipated to take place in the spring of 2026, followed by construction.

Concurrently staff have been working with ODP Business Interiors on the design of new cubicles and office furniture for the Community Development and Public Works Departments. Staff were able to secure a cost proposal in the amount of $344,387.24 from ODP Business Interiors for this project. The proposed furniture is priced per the City's cooperative agreement, Omnia Partners Region 4 Contract #240112, including piggy-backable bid pricing. This is a very competitive price, especially in the current climate of economic uncertainty and tariffs that have had an impact on the cost of all phases of construction projects.

The replacement of the cubicles, office furniture, and the new carpet and paint will take place during the last 2 weeks of this year when City Hall is closed. This timeline was selected to minimize any work disruptions to the staff and services they provide for the public. ODP Business Interiors is the original office furniture vendor for the City of Oakley and is the most familiar with the City Hall buildings, office configurations, and changes that have been made since 2007.

The manufacturing and assembly of the new cubicles and furniture will take approximately 8 weeks to complete and will be ready for delivery and installation by the end of December. The contract for new carpets and paint are already in place and are ready to start on December 19th, when the City Hall closure begins, and will continue until January 5th when City Hall reopens to the public.

Consistency with the Oakley Strategic Plan 27+

This item is consistent with the Strategic Plan 27+ Community Health and Safety goals under Community Health and Safety Goal.

Fiscal Impact

This item was included in the FY 2025/26 budget with a total budget of $1,500,000. This project is funded by General Capital Projects Fund. To date $308,480.36 is encumbered and $1,191,519.64 is available in the project budget. No additional funding is needed at this time to fund the contract.

Staff Recommendation

Staff recommend that the City Council adopt the resolution approving the proposal with ODP Business Interiors for the purchase and installation of cubicles, workstations, and furniture in the amount of $344,387.24 associated with the City Hall Remodeling Project, CIP 329.

Attachments

1. ODP Business Interiors Proposal
2. Resolution

Quote #: 651097
Date: 9/15/2025

Matt Phillips
209.456.6285 matthew.phillips@odpbusiness.com

CITY HALL REMODELING PROJECT, CIP#329

SOLD TO:
CITY OF OAKLEY

SHIP TO:
CITY OF OAKLEY
3231 MAIN ST
PUBLIC WORKS DIRECTOR/CITY ENGINEER
OAKLEY CA 94561
KEVIN ROHANI
925-625-7003

NOTES:

Pricing in this proposal is based on current market conditions and may change due to tariff adjustments or government fees. Any increases before order invoice could adjust the final pricing.
OMNIA REGION CONTRACT 240112

LINE	QTY	PRODUCT	UNIT SELL	EXT SELL
1	1	**DESIGN** COMPLIMENTARY DESIGN (STD RATE $90/HR)	$0.00	$0.00
2	1	**NOTE** PRELIMINARY BILL OF MATERIALS	$0.00	$0.00
			Subtotal	**$0.00**

LINE	QTY	PRODUCT			UNIT SELL	EXT SELL
AREA A CABINETRY						
4	2	**65K143636CUH2LL** ALTERNA,14DX36WX36H,CABINET,UPPER,FLAT TOP,DOUBLE DOORS,TFL			$953.11	$1,906.22
		PULL	56_501	FACET,PLATINUM METALLIC		
		LOCK	X	NON-LOCKING		
		HINGE TYPE	STD	CONCEALED HINGE		
		DOOR/FRONT TFL COLOR	PT	PORTICO		
		CHASSIS TFL COLOR	PT	PORTICO		
5	1	**65K7204CFMLL** ALTERNA,72WX4H,TOE KICK,TFL			$74.42	$74.42
		CHASSIS TFL COLOR	PT	PORTICO		
		MODIFIED WIDTH	X	NO MODIFIED WIDTH		
6	2	**65K193635CBH2LL** ALTERNA,18DX36WX35H,CABINET,BASE,HINGED DOUBLE DOORS,TFL			$759.12	$1,518.24
		PULL	56_501	FACET,PLATINUM METALLIC		
		LOCK	X	NON-LOCKING		
		HINGE TYPE	STD	CONCEALED HINGE		
		SHELF OPTION	A1	ONE ADJUSTABLE SHELF		
		DOOR/FRONT TFL COLOR	PT	PORTICO		
		CHASSIS TFL COLOR	PT	PORTICO		
7	1	**65K1972WSRL** ALTERNA,19DX72W,SURFACE,LAMINATE			$277.35	$277.35
		RIM PROFILE	P	1/8" (3MM) VINYL RIM		
		FINISHED EDGE	X	STANDARD .5MM EDGE		
		SURFACE LAMINATE PRICE GROUP	STD	STANDARD GROUP 1		
		LAMINATE COLOR	PT	PORTICO		
		VINYL RIM COLOR	PT	PORTICO		
		MODIFIED WIDTH	X	NO MODIFIED WIDTH		
				AREA A CABINETRY Subtotal		**$3,776.23**

LINE	QTY	PRODUCT			UNIT SELL	EXT SELL
AREA B CABINETRY						
9	1	**65K140636CUFLL** ALTERNA,13DX6WX36H,FILLER PANEL,FLAT TOP,UPPER CAB,TFL			$98.73	$98.73
		CHASSIS TFL COLOR	PT	PORTICO		
		MODIFIED WIDTH	X	NO MODIFIED WIDTH		
10	3	**65K141236CUOLL** ALTERNA,14DX12WX36H,CABINET,UPPER,FLAT TOP,OPEN,TFL			$301.66	$904.98
		SHELF OPTION	A2	TWO ADJUSTABLE SHELVES		
		CHASSIS TFL COLOR	PT	PORTICO		
11	1	**65K141836CUH1LLL** ALTERNA,14DX18WX36H,CABINET,UPPER,FLAT,SINGLE DOOR,LEFT,TFL			$594.39	$594.39
		PULL	56_501	FACET,PLATINUM METALLIC		
		LOCK	X	NON-LOCKING		
		HINGE TYPE	STD	CONCEALED HINGE		
		DOOR/FRONT TFL COLOR	PT	PORTICO		
		CHASSIS TFL COLOR	PT	PORTICO		
12	1	**65K3004CFMLL** ALTERNA,30WX4H,TOE KICK,TFL			$46.64	$46.64
		CHASSIS TFL COLOR	PT	PORTICO		
		MODIFIED WIDTH	X	NO MODIFIED WIDTH		
13	1	**65K9004CFMLL** ALTERNA,90WX4H,TOE KICK,TFL			$86.33	$86.33
		CHASSIS TFL COLOR	PT	PORTICO		
		MODIFIED WIDTH	X	NO MODIFIED WIDTH		
14	3	**65K143636CUH2LL** ALTERNA,14DX36WX36H,CABINET,UPPER,FLAT TOP,DOUBLE DOORS,TFL			$953.11	$2,859.33
		PULL	56_501	FACET,PLATINUM METALLIC		
		LOCK	X	NON-LOCKING		
		HINGE TYPE	STD	CONCEALED HINGE		
		DOOR/FRONT TFL COLOR	PT	PORTICO		
		CHASSIS TFL COLOR	PT	PORTICO		
15	1	**65K241835BCD4LL** ALTERNA,24DX18WX35H,CABINET,BASE,FOUR DRAWERS,TFL			$1,101.96	$1,101.96
		PULL	56_501	FACET,PLATINUM METALLIC		
		LOCK	X	NON LOCKING		
		DOOR/FRONT TFL COLOR	PT	PORTICO		
		CHASSIS TFL COLOR	PT	PORTICO		

LINE	QTY	PRODUCT			UNIT SELL	EXT SELL
16	3	**65K243635CBH2LL** ALTERNA,24DX36WX35H,CABINET,BASE,HINGED DOUBLE DOORS,TFL			$840.48	$2,521.44
		PULL	56_501	FACET,PLATINUM METALLIC		
		LOCK	X	NON-LOCKING		
		HINGE TYPE	STD	CONCEALED HINGE		
		SHELF OPTION	A1	ONE ADJUSTABLE SHELF		
		DOOR/FRONT TFL COLOR	PT	PORTICO		
		CHASSIS TFL COLOR	PT	PORTICO		
17	1	**65K2454WSRL** ALTERNA,24DX54W,SURFACE,LAMINATE			$312.58	$312.58
		RIM PROFILE	P	1/8" (3MM) VINYL RIM		
		FINISHED EDGE	X	STANDARD .5MM EDGE		
		SURFACE LAMINATE PRICE GROUP	STD	STANDARD GROUP 1		
		LAMINATE COLOR	PT	PORTICO		
		VINYL RIM COLOR	PT	PORTICO		
		MODIFIED WIDTH	X	NO MODIFIED WIDTH		
18	1	**65K2472WSRL** ALTERNA,24DX72W,SURFACE,LAMINATE			$361.70	$361.70
		RIM PROFILE	P	1/8" (3MM) VINYL RIM		
		FINISHED EDGE	X	STANDARD .5MM EDGE		
		SURFACE LAMINATE PRICE GROUP	STD	STANDARD GROUP 1		
		LAMINATE COLOR	PT	PORTICO		
		VINYL RIM COLOR	PT	PORTICO		
		MODIFIED WIDTH	X	NO MODIFIED WIDTH		
				AREA B CABINETRY Subtotal		**$8,888.08**

LINE	QTY	PRODUCT			UNIT SELL	EXT SELL
AREA C CABINETRY						
20	1	**65K141236CUH1LLL** ALTERNA,14DX12WX36H,CABINET,UPPER,FLAT,SINGLE DOOR,LEFT,TFL			$505.58	$505.58
		PULL	56_501	FACET,PLATINUM METALLIC		
		LOCK	X	NON-LOCKING		
		HINGE TYPE	STD	CONCEALED HINGE		
		DOOR/FRONT TFL COLOR	PT	PORTICO		
		CHASSIS TFL COLOR	PT	PORTICO		
21	1	**65K141236CUH1RLL** ALTERNA,14DX12WX36H,CABINET,UPPER,FLAT,SINGLE DOOR,RIGHT,TFL			$505.58	$505.58
		PULL	56_501	FACET,PLATINUM METALLIC		
		LOCK	X	NON-LOCKING		
		HINGE TYPE	STD	CONCEALED HINGE		
		DOOR/FRONT TFL COLOR	PT	PORTICO		
		CHASSIS TFL COLOR	PT	PORTICO		
22	1	**65K143036CUH2LL** ALTERNA,14DX30WX36H,CABINET,UPPER,FLAT TOP,DOUBLE DOORS,TFL			$855.37	$855.37
		PULL	56_501	FACET,PLATINUM METALLIC		
		LOCK	X	NON-LOCKING		
		HINGE TYPE	STD	CONCEALED HINGE		
		DOOR/FRONT TFL COLOR	PT	PORTICO		
		CHASSIS TFL COLOR	PT	PORTICO		
23	1	**65K5404CFMLL** ALTERNA,54WX4H,TOE KICK,TFL			$65.49	$65.49
		CHASSIS TFL COLOR	PT	PORTICO		
		MODIFIED WIDTH	X	NO MODIFIED WIDTH		
24	1	**65K241235CBH1LLL** ALTERNA,24DX12WX35H,CABINET,BASE,HINGED SINGLE DOOR,LEFT,TFL			$603.32	$603.32
		PULL	56_501	FACET,PLATINUM METALLIC		
		LOCK	X	NON-LOCKING		
		HINGE TYPE	STD	CONCEALED HINGE		
		SHELF OPTION	A1	ONE ADJUSTABLE SHELF		
		DOOR/FRONT TFL COLOR	PT	PORTICO		
		CHASSIS TFL COLOR	PT	PORTICO		

LINE	QTY	PRODUCT			UNIT SELL	EXT SELL
25	1	**65K241235CBH1RLL**			$603.32	$603.32
		ALTERNA,24DX12WX35H,CABINET,BASE,HINGED SINGLE DR,RIGHT,TFL				
		PULL	56_501	FACET,PLATINUM METALLIC		
		LOCK	X	NON-LOCKING		
		HINGE TYPE	STD	CONCEALED HINGE		
		SHELF OPTION	A1	ONE ADJUSTABLE SHELF		
		DOOR/FRONT TFL COLOR	PT	PORTICO		
		CHASSIS TFL COLOR	PT	PORTICO		
26	1	**65K243035CBH2LL**			$804.76	$804.76
		ALTERNA,24DX30WX35H,CABINET,BASE,HINGED DOUBLE DOORS,TFL				
		PULL	56_501	FACET,PLATINUM METALLIC		
		LOCK	X	NON-LOCKING		
		HINGE TYPE	STD	CONCEALED HINGE		
		SHELF OPTION	A1	ONE ADJUSTABLE SHELF		
		DOOR/FRONT TFL COLOR	PT	PORTICO		
		CHASSIS TFL COLOR	PT	PORTICO		
27	1	**65K2454WSRL**			$312.58	$312.58
		ALTERNA,24DX54W,SURFACE,LAMINATE				
		RIM PROFILE	P	1/8" (3MM) VINYL RIM		
		FINISHED EDGE	X	STANDARD .5MM EDGE		
		SURFACE LAMINATE PRICE GROUP	STD	STANDARD GROUP 1		
		LAMINATE COLOR	PT	PORTICO		
		VINYL RIM COLOR	PT	PORTICO		
		MODIFIED WIDTH	X	NO MODIFIED WIDTH		
					AREA C CABINETRY Subtotal	**$4,256.00**

LINE	QTY	PRODUCT			UNIT SELL	EXT SELL
AREA D CABINETRY						
29	2	**65K143636CUH2LL** ALTERNA,14DX36WX36H,CABINET,UPPER,FLAT TOP,DOUBLE DOORS,TFL			$953.11	$1,906.22
		PULL	56_501	FACET,PLATINUM METALLIC		
		LOCK	X	NON-LOCKING		
		HINGE TYPE	STD	CONCEALED HINGE		
		DOOR/FRONT TFL COLOR	PT	PORTICO		
		CHASSIS TFL COLOR	PT	PORTICO		
30	1	**65K7204CFMLL** ALTERNA,72WX4H,TOE KICK,TFL			$74.42	$74.42
		CHASSIS TFL COLOR	PT	PORTICO		
		MODIFIED WIDTH	X	NO MODIFIED WIDTH		
31	2	**65K193635CBH2LL** ALTERNA,18DX36WX35H,CABINET,BASE,HINGED DOUBLE DOORS,TFL			$759.12	$1,518.24
		PULL	56_501	FACET,PLATINUM METALLIC		
		LOCK	X	NON-LOCKING		
		HINGE TYPE	STD	CONCEALED HINGE		
		SHELF OPTION	A1	ONE ADJUSTABLE SHELF		
		DOOR/FRONT TFL COLOR	PT	PORTICO		
		CHASSIS TFL COLOR	PT	PORTICO		
32	1	**65K1972WSRL** ALTERNA,19DX72W,SURFACE,LAMINATE			$277.35	$277.35
		RIM PROFILE	P	1/8" (3MM) VINYL RIM		
		FINISHED EDGE	X	STANDARD .5MM EDGE		
		SURFACE LAMINATE PRICE GROUP	STD	STANDARD GROUP 1		
		LAMINATE COLOR	PT	PORTICO		
		VINYL RIM COLOR	PT	PORTICO		
		MODIFIED WIDTH	X	NO MODIFIED WIDTH		
				AREA D CABINETRY Subtotal		**$3,776.23**

LINE	QTY	PRODUCT			UNIT SELL	EXT SELL
AREA E CABINETRY						
34	1	**65K143624WHH2LL** ALTERNA,14DX36WX24H,CABINET,WALL HANGING,DOUBLE DOORS,TFL			$610.77	$610.77
		PULL	56_501	FACET,PLATINUM METALLIC		
		LOCK	X	NON-LOCKING		
		HINGE TYPE	STD	CONCEALED HINGE		
		SHELF OPTION	A1	ONE ADJUSTABLE SHELF		
		DOOR/FRONT TFL COLOR	PT	PORTICO		
		CHASSIS TFL COLOR	PT	PORTICO		
35	1	**65K143636CUH2LL** ALTERNA,14DX36WX36H,CABINET,UPPER,FLAT TOP,DOUBLE DOORS,TFL			$953.11	$953.11
		PULL	56_501	FACET,PLATINUM METALLIC		
		LOCK	X	NON-LOCKING		
		HINGE TYPE	STD	CONCEALED HINGE		
		DOOR/FRONT TFL COLOR	PT	PORTICO		
		CHASSIS TFL COLOR	PT	PORTICO		
36	1	**65K1436WSRL** ALTERNA,14DX36W,SURFACE,LAMINATE			$162.24	$162.24
		RIM PROFILE	P	1/8" (3MM) VINYL RIM		
		FINISHED EDGE	X	STANDARD .5MM EDGE		
		SURFACE LAMINATE PRICE GROUP	STD	STANDARD GROUP 1		
		LAMINATE COLOR	PT	PORTICO		
		VINYL RIM COLOR	PT	PORTICO		
		MODIFIED WIDTH	X	NO MODIFIED WIDTH		
				AREA E CABINETRY Subtotal		**$1,726.12**
CONF RM #1						
38	12	**2670-2** GLOBAL ACCORD, High Back, Knee-Tilter, Std Fixed Arms, Std Polished Aluminum Base, Std 2" Dual Wheel Carpet Casters, GLOBAL SEATING USA			$903.50	$10,842.00
		Textile {10|04}	~03	Grade 03		
		Grade 03 Textile {GR}	~GPM3	Graded In Grade 03		
		CANTER EPU	CP62	CANTER EPU, CP62 BASALT		
		Frame Finish {20}	AL	F-(STD) Aluminum Frame ALU		
		Caster Type or Glide Type {60}	C1	C-2" Black Caster for Carpeted Surfaces		
		Seat Foam Type {80}	SF	M-Regular Foam		
		Packing Type {75}	ST	M-(STD) RTA Code in Pricebook per Model		
		Commercial or GSA Offering	~STD	Commercial Furniture Offering		
				CONF RM #1 Subtotal		**$10,842.00**

LINE	QTY	PRODUCT			UNIT SELL	EXT SELL
CONF RM #2						
40	2	**H15923R** FLAGSHIP B/F MOBILE PED 22H X15W X 22-7/8D/R PULL	.L $(P2) .T1	Standard Random Key Lock P2 Paint Opts Platinum Metallic	$252.00	$504.00
41	2	**H519495** 10500 SERIES DBL-RAIL HANGING FILE RACK			$15.61	$31.22
42	2	**HF80** FOLLOWER BLOCK			$21.57	$43.14
43	2	**HIWMM** IGNITION 2 TASK MID-BACK	.Y1 .A .H .IM $(1) .DAPR 01 .BL .SB .T	Synchro-Tilt W Seat Slider Height and Width Adj. Arm Hard Caster 4-Way Black Grade 1 Uph Dapper Charcoal Black Adjustable Lumbar Standard Base Black	$392.22	$784.44
44	3	**HMBPOST** POST LEG BASE 4/PK	.G $(P2) .T1	Glide P2 Paint Opts Platinum Metallic	$309.89	$929.67
45	3	**HMT2448G** HUDDLE 24X48 TABLE TOP W/EDGEBAND	.N $(L2STD) .LPT1 .DP	No Grommets Grd L2 Standard Laminates Portico Teak Portico Teak	$299.88	$899.64
				CONF RM #2 Subtotal		**$3,192.11**

LINE	QTY	PRODUCT	UNIT SELL	EXT SELL
MISC EXTRA ELECTRICAL				
46	1	**HECPP** POWER POLE W/O RECEPTACLES 6FT 6H 2IN X 2IN $(P2) P2 Paint Opts .T1 Platinum Metallic	$121.18	$121.18
47	6	**HH871236** ELECTRICAL POWER HARNESS 36W 3-1 & 2-2 SYSTEMS	$85.42	$512.52
48	4	**HH871502** DUPLEX RECEPTACLE CIRCUIT 2 3-1 & 2-2 SYSTEMS .TI Titanium	$18.45	$73.80
49	4	**HH871504** DUPLEX RECEPTACLE CIRCUIT 4 3-1 & 2-2 SYSTEMS .TI Titanium	$18.45	$73.80
50	1	**HH871912** CEILING IN-FEED CABLE 144IN LONG	$99.04	$99.04
51	1	**HH879072** BASE IN-FEED CABLE BASE 3-1 & 2-2 SYSTEMS	$95.35	$95.35
			MISC EXTRA ELECTRICAL Subtotal	**$975.69**

LINE	QTY	PRODUCT	UNIT SELL	EXT SELL
NEW TALL STORAGE				
52	20	**H9185R** FLAGSHIP 36W 5-DR R PULL LATERAL 64-1/4H 18D WO/POSTSHELF .X OMT Core to Order Key Alike $(P2) P2 Paint Opts .T1 Platinum Metallic	$1,426.49	$28,529.80
53	4	**H9195R** FLAGSHIP 42W 5-DR R PULL LATERAL 64-1/4H 18D WO/POSTSHELF .X OMT Core to Order Key Alike $(P2) P2 Paint Opts .T1 Platinum Metallic	$1,649.47	$6,597.88
54	4	**HFSC183664R** FLAGSHIP STG CAB 64 1/4HX36WX18D R PULLS&4 ADJ SHLF .X OMT Core to Order Key Alike $(P2) P2 Paint Opts .T1 Platinum Metallic	$958.28	$3,833.12
		NEW TALL STORAGE Subtotal		**$38,960.80**
NEW TALL STORAGE #1				
55	6	**HF23C** LOCK CORE REPLACEMENT KIT BRUSHED CHROME .X110E 110E	$36.89	$221.34
		NEW TALL STORAGE #1 Subtotal		**$221.34**
NEW TALL STORAGE #2				
56	3	**HF23C** LOCK CORE REPLACEMENT KIT BRUSHED CHROME .X111E 111E	$36.89	$110.67
		NEW TALL STORAGE #2 Subtotal		**$110.67**
NEW TALL STORAGE #3				
57	5	**HF23C** LOCK CORE REPLACEMENT KIT BRUSHED CHROME .X112E 112E	$36.89	$184.45
		NEW TALL STORAGE #3 Subtotal		**$184.45**

LINE	QTY	PRODUCT			UNIT SELL	EXT SELL
NEW TALL STORAGE #4						
58	6	**HF23C**			$36.89	$221.34
		LOCK CORE REPLACEMENT KIT	BRUSHED CHROME			
			.X113E	113E		
				NEW TALL STORAGE #4 Subtotal		**$221.34**
NEW TALL STORAGE #5						
59	4	**HF23C**			$36.89	$147.56
		LOCK CORE REPLACEMENT KIT	BRUSHED CHROME			
			.X114E	114E		
				NEW TALL STORAGE #5 Subtotal		**$147.56**
NEW TALL STORAGE #6						
60	4	**HF23C**			$36.89	$147.56
		LOCK CORE REPLACEMENT KIT	BRUSHED CHROME			
			.X131E	131E		
				NEW TALL STORAGE #6 Subtotal		**$147.56**

LINE	QTY	PRODUCT	UNIT SELL	EXT SELL
PLANNING				
61	7	**H19723R** FLAGSHIP SERIES PEDESTAL R PULL FREESTANDING B/B .X OMT Core to Order Key Alike $(P2) P2 Paint Opts .T1 Platinum Metallic	$309.89	$2,169.23
62	2	**H19730R** FLAGSHIP SERIES PEDESTAL R PULL FREESTANDING B/B .X OMT Core to Order Key Alike $(P2) P2 Paint Opts .T1 Platinum Metallic	$332.88	$665.76
63	2	**H19830R** FLAGSHIP SERIES PEDESTAL R PULL FREESTANDING F/F .X OMT Core to Order Key Alike $(P2) P2 Paint Opts .T1 Platinum Metallic	$332.88	$665.76
64	11	**H519495** 10500 SERIES DBL-RAIL HANGING FILE RACK	$15.61	$171.71
65	7	**H9180R** FLAGSHIP 36W 2-DRW R PULL LATERAL FLAGSHIP 36W 28H 18D .X OMT Core to Order Key Alike $(P2) P2 Paint Opts .T1 Platinum Metallic	$662.34	$4,636.38
66	1	**H9185R** FLAGSHIP 36W 5-DR R PULL LATERAL 64-1/4H 18D WO/POSTSHELF .X OMT Core to Order Key Alike $(P2) P2 Paint Opts .T1 Platinum Metallic	$1,426.49	$1,426.49
67	17	**HCTL241L** LEFT-HAND CANTILEVER 24 IN D $(P2) Select P2 Paint .T1 Platinum Metallic	$22.99	$390.83

LINE	QTY	PRODUCT			UNIT SELL	EXT SELL
68	15	**HCTL241R** RIGHT-HAND CANTILEVER 24 IN D	$(P2) .T1	Select P2 Paint Platinum Metallic	$22.99	$344.85
69	1	**HCTL242** 24D CANTILEVER ONE PAIR	$(P2) .T1	P2 Paint Opts Platinum Metallic	$38.88	$38.88
70	2	**HCWR2448PT** ACCELERATE RECTANGLE WKSFC TEE SPAN 24D X 48W	$(L2STD) .LPT1 .DP .T1	Grd L2 Standard Laminates Portico Teak Portico Teak Platinum	$181.62	$363.24
71	2	**HCWR2472PT** ACCELERATE RECTANGLE WKSFC TEE SPAN 24D X 72W	$(L2STD) .LPT1 .DP .T1	Grd L2 Standard Laminates Portico Teak Portico Teak Platinum	$232.42	$464.84
72	10	**HEC65PLN** 65H L CONNECTOR POST	$(P2) .T1	P2 Paint Opts Platinum Metallic	$63.85	$638.50
73	13	**HEC65PTN** 65H T CONNECTOR POST	$(P2) .T1	P2 Paint Opts Platinum Metallic	$61.58	$800.54
74	1	**HEC65PXN** 65H X CONNECTOR POST	$(P2) .T1	P2 Paint Opts Platinum Metallic	$59.31	$59.31

LINE	QTY	PRODUCT	UNIT SELL	EXT SELL
75	2	**HECPP** POWER POLE W/O RECEPTACLES 6FT 6H 2IN X 2IN $(P2) P2 Paint Opts .T1 Platinum Metallic	$121.18	$242.36
76	10	**HECS1** SINGLE CONNECTOR STRAP	$6.81	$68.10
77	6	**HECSL** L CONNECTOR STRAP	$6.81	$40.86
78	11	**HECST** T CONNECTOR STRAP	$9.93	$109.23
79	6	**HECVH30P** VARIABLE HEIGHT CONNECTOR KIT 30H $(P2) P2 Paint Opts .T1 Platinum Metallic	$37.18	$223.08
80	19	**HEFEC65P** PANEL FINISHED END COVERS 65H $(P2) P2 Paint Opts .T1 Platinum Metallic	$31.22	$593.18
81	4	**HEOHRTA1524FD** 15H X 13D X 24W FLIPPER DOOR OVERHEAD $(P2) P2 Paint Opts .T1 Platinum Metallic	$193.82	$775.28
82	9	**HEOHRTA1548FD** 15H X 13D X 48W FLIPPER DOOR OVERHEAD $(P2) P2 Paint Opts .T1 Platinum Metallic	$222.20	$1,999.80

LINE	QTY	PRODUCT			UNIT SELL	EXT SELL
83	6	**HES3024G** GLASS STACKER 30H X 24W	$(P2) .T1 .Q	P2 Paint Opts Platinum Metallic Clear	$266.76	$1,600.56
84	19	**HETC24** PANEL TOP CAP 24W	$(P2) .T1	P2 Paint Opts Platinum Metallic	$23.55	$447.45
85	3	**HETC30** PANEL TOP CAP 30W	$(P2) .T1	P2 Paint Opts Platinum Metallic	$26.39	$79.17
86	11	**HETC36** PANEL TOP CAP 36W	$(P2) .T1	P2 Paint Opts Platinum Metallic	$32.07	$352.77
87	2	**HETC42** PANEL TOP CAP 42W	$(P2) .T1	P2 Paint Opts Platinum Metallic	$32.92	$65.84
88	14	**HETC48** PANEL TOP CAP 48W	$(P2) .T1	P2 Paint Opts Platinum Metallic	$35.19	$492.66
89	8	**HETC60** PANEL TOP CAP 60W	$(P2) .T1	P2 Paint Opts Platinum Metallic	$42.28	$338.24
90	3	**HETC72** PANEL TOP CAP 72W	$(P2) .T1	P2 Paint Opts Platinum Metallic	$49.66	$148.98

LINE	QTY	PRODUCT	UNIT SELL	EXT SELL
91	6	**HETP3524FP** TACKABLE PANEL W/O TC 35H X 24W $(B) Grd B Fabric .SPIN Spin 02 Alabaster $(P2) P2 Paint Opts .T1 Platinum Metallic	$142.46	$854.76
92	2	**HETP3542FP** TACKABLE PANEL W/O TC 35H X 42W $(B) Grd B Fabric .SPIN Spin 02 Alabaster $(P2) P2 Paint Opts .T1 Platinum Metallic	$162.89	$325.78
93	2	**HETP3548FP** TACKABLE PANEL W/O TC 35H X 48W $(B) Grd B Fabric .SPIN Spin 02 Alabaster $(P2) P2 Paint Opts .T1 Platinum Metallic	$170.55	$341.10
94	2	**HETP6524DP** TACKABLETOP TIER GLASS PANEL W/O TC 65H X 24W $(B) Grd B Fabric .SPIN Spin 02 Alabaster $(P2) P2 Paint Opts .T1 Platinum Metallic .Q Clear	$257.68	$515.36
95	11	**HETP6524FP** TACKABLE PANEL W/O TC 65H X 24W $(B) Grd B Fabric .SPIN Spin 02 Alabaster $(P2) P2 Paint Opts .T1 Platinum Metallic	$177.08	$1,947.88

LINE	QTY	PRODUCT	UNIT SELL	EXT SELL
96	1	**HETP6530DP** TACKABLE TOP TIER GLASS PANEL W/O TC 65H X 30W $(B) Grd B Fabric .SPIN Spin 02 Alabaster $(P2) P2 Paint Opts .T1 Platinum Metallic .Q Clear	$266.19	$266.19
97	2	**HETP6530FP** TACKABLE PANEL W/O TC 65H X 30W $(B) Grd B Fabric .SPIN Spin 02 Alabaster $(P2) P2 Paint Opts .T1 Platinum Metallic	$187.01	$374.02
98	2	**HETP6536DP** TACKABLE TOP TIER GLASS PANEL W/O TC 65H X 36W $(B) Grd B Fabric .SPIN Spin 02 Alabaster $(P2) P2 Paint Opts .T1 Platinum Metallic .Q Clear	$281.51	$563.02
99	9	**HETP6536FP** TACKABLE PANEL W/O TC 65H X 36W $(B) Grd B Fabric .SPIN Spin 02 Alabaster $(P2) P2 Paint Opts .T1 Platinum Metallic	$200.64	$1,805.76
100	12	**HETP6548FP** TACKABLE PANEL W/O TC 65H X 48W $(B) Grd B Fabric .SPIN Spin 02 Alabaster $(P2) P2 Paint Opts .T1 Platinum Metallic	$228.45	$2,741.40

LINE	QTY	PRODUCT	UNIT SELL	EXT SELL
101	4	**HETP6560DP** TACKABLE TOP TIER GLASS PANEL W/O TC 65H X 60W $(B) Grd B Fabric .SPIN Spin 02 Alabaster $(P2) P2 Paint Opts .T1 Platinum Metallic .Q Clear	$330.32	$1,321.28
102	4	**HETP6560FP** TACKABLE PANEL W/O TC 65H X 60W $(B) Grd B Fabric .SPIN Spin 02 Alabaster $(P2) P2 Paint Opts .T1 Platinum Metallic	$244.05	$976.20
103	3	**HETP6572FP** TACKABLE PANEL W/O TC 65H X 72W $(B) Grd B Fabric .SPIN Spin 02 Alabaster $(P2) P2 Paint Opts .T1 Platinum Metallic	$318.41	$955.23
104	11	**HF80** FOLLOWER BLOCK	$21.57	$237.27
105	1	**HFMSC182830RWB** MODULAR STORAGE CABINET 18D X 28H X 30W .X OMT Core to Order Key Alike .G Glide $(P2) P2 Paint Opts .T1 Platinum Metallic	$633.91	$633.91
106	1	**HFSC183664R** FLAGSHIP STG CAB 64 1/4HX36WX18D R PULLS&4 ADJ SHLF .X OMT Core to Order Key Alike $(P2) P2 Paint Opts .T1 Platinum Metallic	$958.28	$958.28

LINE	QTY	PRODUCT	UNIT SELL	EXT SELL
107	2	**HH871124** ELECTRICAL PASS-THRU CABLE 25-1/2W 3-1 & 2-2 SYSTEMS	$54.49	$108.98
108	1	**HH871148** ELECTRICAL PASS-THRU CABLE 48W 3-1 & 2-2 SYSTEMS	$57.04	$57.04
109	3	**HH871224** ELECTRICAL POWER HARNESS 24W 3-1 & 2-2 SYSTEMS	$85.42	$256.26
110	1	**HH871236** ELECTRICAL POWER HARNESS 36W 3-1 & 2-2 SYSTEMS	$85.42	$85.42
111	2	**HH871242** ELECTRICAL POWER HARNESS 42W 3-1 & 2-2 SYSTEMS	$89.96	$179.92
112	11	**HH871248** ELECTRICAL POWER HARNESS 48W 3-1 & 2-2 SYSTEMS	$89.96	$989.56
113	4	**HH871260** ELECTRICAL POWER HARNESS 60W 3-1 & 2-2 SYSTEMS	$89.96	$359.84
114	3	**HH871272** ELECTRICAL POWER HARNESS PANELS - W/DUPLEX CAPACITY	$89.96	$269.88

LINE	QTY	PRODUCT	UNIT SELL	EXT SELL
115	30	**HH871502** DUPLEX RECEPTACLE CIRCUIT 2 3-1 & 2-2 SYSTEMS .TI Titanium	$18.45	$553.50
116	28	**HH871504** DUPLEX RECEPTACLE CIRCUIT 4 3-1 & 2-2 SYSTEMS .TI Titanium	$18.45	$516.60
117	2	**HH871912** CEILING IN-FEED CABLE 144IN LONG	$99.04	$198.08
118	1	**HH879072** BASE IN-FEED CABLE BASE 3-1 & 2-2 SYSTEMS	$95.35	$95.35
119	5	**HHATB2S3LT** 2 STAGE 3 LEG T FOOT $(P2) P2 Paint Opts .PR6 Silver .X Standard Glide .MEM Memory Preset	$803.30	$4,016.50
120	2	**HHATCC584622L** 58X46X22X22 CORNER COVE LH $(L2STD) Grd L2 Standard Laminates .LPT1 Portico Teak .DP Portico Teak .G1 1 Grommet - Centered T1 Platinum .P Black	$265.62	$531.24
121	4	**HHATCC584622R** 58X46X22X22 CORNER COVE RH $(L2STD) Grd L2 Standard Laminates .LPT1 Portico Teak .DP Portico Teak .G1 1 Grommet - Centered T1 Platinum .P Black	$265.62	$1,062.48

LINE	QTY	PRODUCT			UNIT SELL	EXT SELL
122	1	**HHATCC704622L** 70X46X22X22 CORNER COVE LH	$(L2STD) .LPT1 .DP .G1 T1 .P	Grd L2 Standard Laminates Portico Teak Portico Teak 1 Grommet - Centered Platinum Black	$329.76	$329.76
123	1	**HHATCC704628L** 70X46X28X28 CORNER COVE LH	$(L2STD) .LPT1 .DP .G1 T1 .P	Grd L2 Standard Laminates Portico Teak Portico Teak 1 Grommet - Centered Platinum Black	$348.77	$348.77
124	1	**HHATCC704628R** 70X46X28X28 CORNER COVE RH	$(L2STD) .LPT1 .DP .G1 T1 .P	Grd L2 Standard Laminates Portico Teak Portico Teak 1 Grommet - Centered Platinum Black	$348.77	$348.77
125	4	**HHATM3S3LT** MAX 3 STAGE 3 LEG T FOOT	$(P2) .PR6 .X .MEM	P2 Paint Opts Silver Standard Glide Memory Preset	$1,084.81	$4,339.24
126	9	**HHN831124** FLAT BRACKET 24D	.S	Charcoal	$26.96	$242.64

LINE	QTY	PRODUCT			UNIT SELL	EXT SELL
127	9	**HIWMM** IGNITION 2 TASK MID-BACK	.Y1 .A .H .IM $(1) .DAPR 01 .BL .SB .T	Synchro-Tilt W Seat Slider Height and Width Adj. Arm Hard Caster 4-Way Black Grade 1 Uph Dapper Charcoal Black Adjustable Lumbar Standard Base Black	$392.22	$3,529.98
128	13	**HLED17AS** 17IN LED LIGHT W/ POWER SUPPLY (SINGLE)			$169.42	$2,202.46
129	13	**HLEDOSA** UNDERCABOCCUPANCYSENSORW/1 ENDTOEND CONNECTOR			$37.46	$486.98
130	9	**HPD2PNBRK2R** BRACKET RIGHT	$(P2) .T1	P2 Paint Opts Platinum Metallic	$50.23	$452.07
131	21	**HSCKTPS** STRAIGHT CONNECTOR KIT	.X	No Option	$9.36	$196.56
132	6	**HWR2436P** SYSTEMS RECTANGULAR WORKSURFACE EDGEBAND 24D X 36W	$(L2STD) .LPT1 .DP .T1	Grd L2 Standard Laminates Portico Teak Portico Teak Platinum	$145.30	$871.80

LINE	QTY	PRODUCT	UNIT SELL	EXT SELL
133	4	**HWR2448P** SYSTEMS RECTANGULAR WORKSURFACE EDGEBAND 24D X 48W $(L2STD) Grd L2 Standard Laminates .LPT1 Portico Teak .DP Portico Teak .T1 Platinum	$168.85	$675.40
134	7	**HWR2472P** SYSTEMS RECTANGULAR WORKSURFACE EDGEBAND 24D X 72W $(L2STD) Grd L2 Standard Laminates .LPT1 Portico Teak .DP Portico Teak .T1 Platinum	$219.65	$1,537.55
135	2	**HWR3042P** SYSTEMS RECTANGULAR WORKSURFACE EDGEBAND 30D X 42W $(L2STD) Grd L2 Standard Laminates .LPT1 Portico Teak .DP Portico Teak .T1 Platinum	$171.97	$343.94
136	2	**HWR3048P** SYSTEMS RECTANGULAR WORKSURFACE EDGEBAND 30D X 48W $(L2STD) Grd L2 Standard Laminates .LPT1 Portico Teak .DP Portico Teak .T1 Platinum	$181.62	$363.24
137	18	**HWSB2** WORKSURFACE BRACKET KIT $(P2) P2 Paint Opts .T1 Platinum Metallic	$21.57	$388.26
			PLANNING Subtotal	**$61,169.39**

PLANNING #1

138	3	**HF23C** LOCK CORE REPLACEMENT KIT BRUSHED CHROME .X101E 101E	$36.89	$110.67
			PLANNING #1 Subtotal	**$110.67**

LINE	QTY	PRODUCT		UNIT SELL	EXT SELL
PLANNING #2					
139	4	**HF23C**		$36.89	$147.56
		LOCK CORE REPLACEMENT KIT	BRUSHED CHROME		
			.X102E 102E		
				PLANNING #2 Subtotal	**$147.56**
PLANNING #3					
140	3	**HF23C**		$36.89	$110.67
		LOCK CORE REPLACEMENT KIT	BRUSHED CHROME		
			.X103E 103E		
				PLANNING #3 Subtotal	**$110.67**
PLANNING #4					
141	3	**HF23C**		$36.89	$110.67
		LOCK CORE REPLACEMENT KIT	BRUSHED CHROME		
			.X104E 104E		
				PLANNING #4 Subtotal	**$110.67**
PLANNING #5					
142	4	**HF23C**		$36.89	$147.56
		LOCK CORE REPLACEMENT KIT	BRUSHED CHROME		
			.X105E 105E		
				PLANNING #5 Subtotal	**$147.56**
PLANNING #6					
143	4	**HF23C**		$36.89	$147.56
		LOCK CORE REPLACEMENT KIT	BRUSHED CHROME		
			.X106E 106E		
				PLANNING #6 Subtotal	**$147.56**
PLANNING #7					
144	7	**HF23C**		$36.89	$258.23
		LOCK CORE REPLACEMENT KIT	BRUSHED CHROME		
			.X107E 107E		
				PLANNING #7 Subtotal	**$258.23**

LINE	QTY	PRODUCT		UNIT SELL	EXT SELL
PLANNING #8					
145	3	**HF23C**		$36.89	$110.67
		LOCK CORE REPLACEMENT KIT	BRUSHED CHROME		
			.X108E 108E		
				PLANNING #8 Subtotal	**$110.67**
PLANNING #9					
146	3	**HF23C**		$36.89	$110.67
		LOCK CORE REPLACEMENT KIT	BRUSHED CHROME		
			.X109E 109E		
				PLANNING #9 Subtotal	**$110.67**

LINE	QTY	PRODUCT	UNIT SELL	EXT SELL
PRIVATE OFFICES				
147	4	**AC-SET-BLK** Black Magnetic Pen Holder, 6 Magnetic Pucks, Magnetic Eraser	$216.00	$864.00
148	4	**CRATE FEE WALL** Wall Mounted Markerboard Crate Fee, Net Fee Per Unit, Quikship Not Applicable	$213.33	$853.32
149	4	**VI-4836-GL-M** Wall Mount VITA, 48X36, Landscape, Magnetic 4mm Premium Low-iron Glass, Gloss Finish, Frameless, Integrated Wall Mount, Z-Strips included Glass Finishes WHT White Glass CRATE FEE WALL CRATE FEE Add Crate Fee For Wall Markerboards	$1,024.53	$4,098.12
150	5	**HF23S** CONTAIN SATIN REMOVABLE LOCK CORE KIT .X128E 128E	$35.84	$179.20
151	5	**HF23S** CONTAIN SATIN REMOVABLE LOCK CORE KIT .X129E 129E	$35.84	$179.20
152	5	**HF23S** CONTAIN SATIN REMOVABLE LOCK CORE KIT .X127E 127E	$35.84	$179.20
153	5	**HF23S** CONTAIN SATIN REMOVABLE LOCK CORE KIT .X130E 130E	$35.84	$179.20
154	5	**HF23S** CONTAIN SATIN REMOVABLE LOCK CORE KIT .X126E 126E	$35.84	$179.20

LINE	QTY	PRODUCT	UNIT SELL	EXT SELL
155	5	**HHATB2S2LT** 2 STAGE 2 LEG RECTANGLE T FOOT $(P2) P2 Paint Opts .PR6 Silver .X Standard Glide .MEM Memory Preset	$467.39	$2,336.95
156	5	**HHATW2448CT** 48W X 24D RECT WORKSURFACE C/T BASE $(L2STD) Grd L2 Standard Laminates .LPT1 Portico Teak .DP Portico Teak .G1 1 Grommet - Centered T1 Platinum	$156.65	$783.25
157	5	**HJTRGH24** 24 CABLE MANAGEMENT TRAY - BLACK ONLY .P Black	$29.23	$146.15
158	4	**HNL1530BK4** 30X14-1/4X52-3/4 BOOKCASE 4-SHELF .G Smooth Flat DP Portico Teak $(L2STD) Grd L2 Standard Laminates .LPT1 Portico Teak $(L2STD) Grd L2 Standard Laminates .LPT1 Portico Teak	$499.91	$1,999.64
159	1	**HNL233028PLF** 30WX23-1/8DX28-1/2H LATERAL FILE PEDESTAL .E Loop/Satin .P Black $(L2STD) Grd L2 Standard Laminates .LPT1 Portico Teak $(L2STD) Grd L2 Standard Laminates .LPT1 Portico Teak	$657.77	$657.77
160	5	**HNL233028PSC** 30WX23-1/8DX28-1/2H STORAGE CABINET PEDESTAL .E Loop/Satin .X No Grommet $(L2STD) Grd L2 Standard Laminates .LPT1 Portico Teak $(L2STD) Grd L2 Standard Laminates .LPT1 Portico Teak	$541.38	$2,706.90

LINE	QTY	PRODUCT	UNIT SELL	EXT SELL
161	4	**HNL233028PSL** 30WX23-1/8DX28-1/2H SHELF/BOX/BOX/LAT FILE PED .E Loop/Satin .P Black $(L2STD) Grd L2 Standard Laminates .LPT1 Portico Teak $(L2STD) Grd L2 Standard Laminates .LPT1 Portico Teak	$824.11	$3,296.44
162	1	**HNL233028PSL** 30WX23-1/8DX28-1/2H SHELF/BOX/BOX/LAT FILE PED .E Loop/Satin .X No Grommet $(L2STD) Grd L2 Standard Laminates .LPT1 Portico Teak $(L2STD) Grd L2 Standard Laminates .LPT1 Portico Teak	$824.11	$824.11
163	4	**HNL233628PLF** 36WX23-1/8DX28-1/2H LATERAL FILE PEDESTAL .E Loop/Satin .X No Grommet $(L2STD) Grd L2 Standard Laminates .LPT1 Portico Teak $(L2STD) Grd L2 Standard Laminates .LPT1 Portico Teak	$719.76	$2,879.04
164	1	**HNL3672LPBB** 72X36X29-1/2 LF PED DESK BOW TOP BKFT MOD .G Smooth Flat DP Portico Teak .E Loop/Satin .T1 Platinum $(L2STD) Grd L2 Standard Laminates .LPT1 Portico Teak $(L2STD) Grd L2 Standard Laminates .LPT1 Portico Teak $(L2STD) Grd L2 Standard Laminates .LPT1 Portico Teak	$1,402.05	$1,402.05

LINE	QTY	PRODUCT	UNIT SELL	EXT SELL
165	4	**HNL3672RPBB** 72X36X29-1/2 RT PED DESK BOW TOP BKFT MOD .G Smooth Flat DP Portico Teak .E Loop/Satin .T1 Platinum $(L2STD) Grd L2 Standard Laminates .LPT1 Portico Teak $(L2STD) Grd L2 Standard Laminates .LPT1 Portico Teak $(L2STD) Grd L2 Standard Laminates .LPT1 Portico Teak	$1,402.05	$5,608.20
166	1	**HNLEP2428L** 1-1/8WX23-1/8DX28-1/2H END PANEL FOR 24D LEFT .X No Grommet $(L2STD) Grd L2 Standard Laminates .LPT1 Portico Teak	$140.92	$140.92
167	4	**HNLEP2428R** 1-1/8WX23-1/8DX28-1/2H END PANEL FOR 24D RIGHT .X No Grommet $(L2STD) Grd L2 Standard Laminates .LPT1 Portico Teak	$140.92	$563.68
168	1	**HNLMP5428** 54W X 27-7/8H MODESTY / BACK PANEL .P Black $(L2STD) Grd L2 Standard Laminates .LPT1 Portico Teak	$165.45	$165.45
169	4	**HNLMP6028** 60W X 27-7/8H MODESTY / BACK PANEL .P Black $(L2STD) Grd L2 Standard Laminates .LPT1 Portico Teak	$170.80	$683.20
170	4	**HNLMP6628** 66W X 27-7/8H MODESTY / BACK PANEL .P Black $(L2STD) Grd L2 Standard Laminates .LPT1 Portico Teak	$188.19	$752.76

LINE	QTY	PRODUCT	UNIT SELL	EXT SELL
171	1	**HNLMP7228** 72W X 27-7/8H MODESTY / BACK PANEL .P Black $(L2STD) Grd L2 Standard Laminates .LPT1 Portico Teak	$198.89	$198.89
172	1	**HNLRC2454** 54W X 24D RECTANGLE WORKSURFACE .G Smooth Flat DP Portico Teak .T1 Platinum $(L2STD) Grd L2 Standard Laminates .LPT1 Portico Teak	$206.92	$206.92
173	4	**HNLRC2460** 60W X 24D RECTANGLE WORKSURFACE .G Smooth Flat DP Portico Teak .T1 Platinum $(L2STD) Grd L2 Standard Laminates .LPT1 Portico Teak	$225.20	$900.80
174	4	**HNLRC2466** 66W X 24D RECTANGLE WORKSURFACE .G Smooth Flat DP Portico Teak .T1 Platinum $(L2STD) Grd L2 Standard Laminates .LPT1 Portico Teak	$241.70	$966.80
175	1	**HNLRC2472** 72W X 24D RECTANGLE WORKSURFACE .G Smooth Flat DP Portico Teak .T1 Platinum $(L2STD) Grd L2 Standard Laminates .LPT1 Portico Teak	$251.07	$251.07
176	5	**HUSLMOD1348** LAMINATE MODESTY 13H X 48W $(L2STD) Grd L2 Standard Laminates .LPT1 Portico Teak .DP Portico Teak .P Black	$196.95	$984.75

LINE	QTY	PRODUCT			UNIT SELL	EXT SELL
177	1	**HWWT3748F** FABRIC TILE 37.5H X 48W	$(B) .SPIN 02 .S	Grd B Fabric Spin Alabaster Charcoal	$375.49	$375.49
178	5	**K56TMHDRSTBK** JOYA,HEADREST,BLACK			$63.51	$317.55
179	5	**K56TMUFA** JOYA,TASK,MESH BACK,UPH SEAT			$696.10	$3,480.50
		FRAME AND BACK MESH COLOR	BBSTD	BLACK FRAME,BLACK STD MESH		
		SEAT UPHOLSTERY GRADE	1	GRADE 1		
		SEAT UPHOLSTERY PATTERN COLO	11611	CALI BOULDER		
		ARM TYPE	2D	2D ARMS		
		SYNCHRO CONTROL	S4LSL	SYNCHRO,FOUR LOCK,SLIDER		
		BASE COLOR/TYPE	462	CINDER PLASTIC		
		CASTER	C46	BLACK HARD DUAL WHEEL		
180	10	**N51GFA** TIZELLE,GUEST,ARMS,WOOD			$770.53	$7,705.30
		UPHOLSTERY GRADE	1	GRADE 1		
		PRIMARY UPH PATTERN COLOR	11611	CALI BOULDER		
		FINISH	PT	PORTICO		
				PRIVATE OFFICES Subtotal		**$47,046.02**

LINE	QTY	PRODUCT	UNIT SELL	EXT SELL
PUBLIC WORKS				
181	9	**H19723R** FLAGSHIP SERIES PEDESTAL R PULL FREESTANDING B/B .X OMT Core to Order Key Alike $(P2) P2 Paint Opts .T1 Platinum Metallic	$309.89	$2,789.01
182	2	**H19730R** FLAGSHIP SERIES PEDESTAL R PULL FREESTANDING B/B .X OMT Core to Order Key Alike $(P2) P2 Paint Opts .T1 Platinum Metallic	$332.88	$665.76
183	8	**H19823R** FLAGSHIP SERIES PEDESTAL R PULL FREESTANDING F/F .X OMT Core to Order Key Alike $(P2) P2 Paint Opts .T1 Platinum Metallic	$309.89	$2,479.12
184	19	**H519495** 10500 SERIES DBL-RAIL HANGING FILE RACK	$15.61	$296.59
185	3	**H9180R** FLAGSHIP 36W 2-DRW R PULL LATERAL FLAGSHIP 36W 28H 18D .X OMT Core to Order Key Alike $(P2) P2 Paint Opts .T1 Platinum Metallic	$662.34	$1,987.02
186	1	**HCT29SX** ARRANGE SEATED HEIGHT X-BASE FOR 24-30IN SRFC $(P2) P2 Paint Opts .PR8 Silver Texture	$305.82	$305.82
187	12	**HCTL241L** LEFT-HAND CANTILEVER 24 IN D $(P2) Select P2 Paint .T1 Platinum Metallic	$22.99	$275.88

LINE	QTY	PRODUCT			UNIT SELL	EXT SELL
188	14	**HCTL241R** RIGHT-HAND CANTILEVER 24 IN D	$(P2) .T1	Select P2 Paint Platinum Metallic	$22.99	$321.86
189	3	**HCTL242** 24D CANTILEVER ONE PAIR	$(P2) .T1	P2 Paint Opts Platinum Metallic	$38.88	$116.64
190	1	**HCTRND24** ARRANGE TABLE 24IN ROUND TOP	.N $(L2STD) .LPT1 .DP	No Grommet Grd L2 Standard Laminates Portico Teak Portico Teak	$204.02	$204.02
191	1	**HCWR2436PT** ACCELERATE RECTANGLE WKSFC TEE SPAN 24D X 36W	$(L2STD) .LPT1 .DP .T1	Grd L2 Standard Laminates Portico Teak Portico Teak Platinum	$157.50	$157.50
192	1	**HEC35PLN** 35H L CONNECTOR POST	$(P2) .T1	P2 Paint Opts Platinum Metallic	$42.57	$42.57
193	1	**HEC35PSN** 35H EXTENDED STRAIGHT CONNECTOR POST S	$(P2) .T1	P2 Paint Opts Platinum Metallic	$40.58	$40.58
194	1	**HEC35PTN** 35H T CONNECTOR POST	$(P2) .T1	P2 Paint Opts Platinum Metallic	$40.58	$40.58

LINE	QTY	PRODUCT			UNIT SELL	EXT SELL
195	12	**HEC65PLN** 65H L CONNECTOR POST	$(P2) .T1	P2 Paint Opts Platinum Metallic	$63.85	$766.20
196	10	**HEC65PLN** 65H L CONNECTOR POST	$(P2) .T1	P2 Paint Opts Platinum Metallic	$63.85	$638.50
197	3	**HEC65PTN** 65H T CONNECTOR POST	$(P2) .T1	P2 Paint Opts Platinum Metallic	$61.58	$184.74
198	3	**HEC65PTN** 65H T CONNECTOR POST	$(P2) .T1	P2 Paint Opts Platinum Metallic	$61.58	$184.74
199	2	**HECPP** POWER POLE W/O RECEPTACLES 6FT 6H 2IN X 2IN	$(P2) .T1	P2 Paint Opts Platinum Metallic	$121.18	$242.36
200	13	**HECS1** SINGLE CONNECTOR STRAP			$6.81	$88.53
201	22	**HECSL** L CONNECTOR STRAP			$6.81	$149.82
202	2	**HECSS** EXTENDED STRAIGHT CONNECTOR STRAP S			$9.93	$19.86

LINE	QTY	PRODUCT			UNIT SELL	EXT SELL
203	1	**HECST** T CONNECTOR STRAP			$9.93	$9.93
204	1	**HECVH22P** VARIABLE HEIGHT CONNECTOR KIT 22.5H	$(P2) .T1	P2 Paint Opts Platinum Metallic	$31.78	$31.78
205	8	**HECVH30P** VARIABLE HEIGHT CONNECTOR KIT 30H	$(P2) .T1	P2 Paint Opts Platinum Metallic	$37.18	$297.44
206	2	**HECVH30P** VARIABLE HEIGHT CONNECTOR KIT 30H	$(P2) .T1	P2 Paint Opts Platinum Metallic	$37.18	$74.36
207	1	**HEFEC35P** PANEL FINISHED END COVERS 35H	$(P2) .T1	P2 Paint Opts Platinum Metallic	$25.26	$25.26
208	1	**HEFEC42P** PANEL FINISHED END COVERS 42.5H	$(P2) .T1	P2 Paint Opts Platinum Metallic	$26.96	$26.96
209	6	**HEFEC65P** PANEL FINISHED END COVERS 65H	$(P2) .T1	P2 Paint Opts Platinum Metallic	$31.22	$187.32
210	7	**HEFEC65P** PANEL FINISHED END COVERS 65H	$(P2) .T1	P2 Paint Opts Platinum Metallic	$31.22	$218.54

LINE	QTY	PRODUCT			UNIT SELL	EXT SELL
211	1	**HEFTAC** ACCELERATE STABILITY FOOT	$(P2) .T1	Select P2 Paint Platinum Metallic	$154.95	$154.95
212	2	**HEOHRTA1536FD** 15H X 13D X 36W FLIPPER DOOR OVERHEAD	$(P2) .T1	P2 Paint Opts Platinum Metallic	$205.18	$410.36
213	7	**HEOHRTA1548FD** 15H X 13D X 48W FLIPPER DOOR OVERHEAD	$(P2) .T1	P2 Paint Opts Platinum Metallic	$222.20	$1,555.40
214	2	**HES3024G** GLASS STACKER 30H X 24W	$(P2) .T1 .Q	P2 Paint Opts Platinum Metallic Clear	$266.76	$533.52
215	5	**HES3036G** GLASS STACKER 30H X 36W	$(P2) .T1 .Q	P2 Paint Opts Platinum Metallic Clear	$310.46	$1,552.30
216	1	**HES3048G** GLASS STACKER 30H X 48W	$(P2) .T1 .Q	P2 Paint Opts Platinum Metallic Clear	$368.07	$368.07
217	15	**HETC24** PANEL TOP CAP 24W	$(P2) .T1	P2 Paint Opts Platinum Metallic	$23.55	$353.25
218	4	**HETC30** PANEL TOP CAP 30W	$(P2) .T1	P2 Paint Opts Platinum Metallic	$26.39	$105.56

LINE	QTY	PRODUCT			UNIT SELL	EXT SELL
219	18	**HETC36** PANEL TOP CAP 36W	$(P2) .T1	P2 Paint Opts Platinum Metallic	$32.07	$577.26
220	3	**HETC42** PANEL TOP CAP 42W	$(P2) .T1	P2 Paint Opts Platinum Metallic	$32.92	$98.76
221	31	**HETC48** PANEL TOP CAP 48W	$(P2) .T1	P2 Paint Opts Platinum Metallic	$35.19	$1,090.89
222	7	**HETC60** PANEL TOP CAP 60W	$(P2) .T1	P2 Paint Opts Platinum Metallic	$42.28	$295.96
223	5	**HETC72** PANEL TOP CAP 72W	$(P2) .T1	P2 Paint Opts Platinum Metallic	$49.66	$248.30
224	2	**HETP3524FP** TACKABLE PANEL W/O TC 35H X 24W	$(B) .SPIN 02 $(P2) .T1	Grd B Fabric Spin Alabaster P2 Paint Opts Platinum Metallic	$142.46	$284.92
225	1	**HETP3530FP** TACKABLE PANEL W/O TC 35H X 30W	$(B) .SPIN 02 $(P2) .T1	Grd B Fabric Spin Alabaster P2 Paint Opts Platinum Metallic	$148.99	$148.99

LINE	QTY	PRODUCT	UNIT SELL	EXT SELL
226	10	**HETP3536FP** TACKABLE PANEL W/O TC 35H X 36W $(B) Grd B Fabric .SPIN Spin 02 Alabaster $(P2) P2 Paint Opts .T1 Platinum Metallic	$158.35	$1,583.50
227	1	**HETP3542FP** TACKABLE PANEL W/O TC 35H X 42W $(B) Grd B Fabric .SPIN Spin 02 Alabaster $(P2) P2 Paint Opts .T1 Platinum Metallic	$162.89	$162.89
228	7	**HETP3548FP** TACKABLE PANEL W/O TC 35H X 48W $(B) Grd B Fabric .SPIN Spin 02 Alabaster $(P2) P2 Paint Opts .T1 Platinum Metallic	$170.55	$1,193.85
229	4	**HETP3572FP** TACKABLE PANEL W/O TC 35H X 72W $(B) Grd B Fabric .SPIN Spin 02 Alabaster $(P2) P2 Paint Opts .T1 Platinum Metallic	$248.03	$992.12
230	1	**HETP4236FP** TACKABLE PANEL W/O TC 42.5H X 36W $(B) Grd B Fabric .SPIN Spin 02 Alabaster $(P2) P2 Paint Opts .T1 Platinum Metallic	$163.46	$163.46

LINE	QTY	PRODUCT			UNIT SELL	EXT SELL
231	13	**HETP6524FP** TACKABLE PANEL W/O TC 65H X 24W	$(B) .SPIN 02 $(P2) .T1	Grd B Fabric Spin Alabaster P2 Paint Opts Platinum Metallic	$177.08	$2,302.04
232	3	**HETP6530FP** TACKABLE PANEL W/O TC 65H X 30W	$(B) .SPIN 02 $(P2) .T1	Grd B Fabric Spin Alabaster P2 Paint Opts Platinum Metallic	$187.01	$561.03
233	7	**HETP6536FP** TACKABLE PANEL W/O TC 65H X 36W	$(B) .SPIN 02 $(P2) .T1	Grd B Fabric Spin Alabaster P2 Paint Opts Platinum Metallic	$200.64	$1,404.48
234	2	**HETP6542FP** TACKABLE PANEL W/O TC 65H X 42W	$(B) .SPIN 02 $(P2) .T1	Grd B Fabric Spin Alabaster P2 Paint Opts Platinum Metallic	$217.38	$434.76
235	24	**HETP6548FP** TACKABLE PANEL W/O TC 65H X 48W	$(B) .SPIN 02 $(P2) .T1	Grd B Fabric Spin Alabaster P2 Paint Opts Platinum Metallic	$228.45	$5,482.80

LINE	QTY	PRODUCT	UNIT SELL	EXT SELL
236	7	**HETP6560FP** TACKABLE PANEL W/O TC 65H X 60W $(B) Grd B Fabric .SPIN Spin 02 Alabaster $(P2) P2 Paint Opts .T1 Platinum Metallic	$244.05	$1,708.35
237	1	**HETP6572FP** TACKABLE PANEL W/O TC 65H X 72W $(B) Grd B Fabric .SPIN Spin 02 Alabaster $(P2) P2 Paint Opts .T1 Platinum Metallic	$318.41	$318.41
238	2	**HEVHF30P** IN-LINE VARIABLE HEIGHT FINISHING KIT 30H $(P2) P2 Paint Opts .T1 Platinum Metallic	$37.18	$74.36
239	19	**HF80** FOLLOWER BLOCK	$21.57	$409.83
240	4	**HFMSC182830RWB** MODULAR STORAGE CABINET 18D X 28H X 30W .X OMT Core to Order Key Alike .G Glide $(P2) P2 Paint Opts .T1 Platinum Metallic	$633.91	$2,535.64
241	1	**HH871124** ELECTRICAL PASS-THRU CABLE 25-1/2W 3-1 & 2-2 SYSTEMS	$54.49	$54.49
242	2	**HH871148** ELECTRICAL PASS-THRU CABLE 48W 3-1 & 2-2 SYSTEMS	$57.04	$114.08

LINE	QTY	PRODUCT	UNIT SELL	EXT SELL
243	1	**HH871224** ELECTRICAL POWER HARNESS 24W 3-1 & 2-2 SYSTEMS	$85.42	$85.42
244	2	**HH871230** ELECTRICAL POWER HARNESS 30W 3-1 & 2-2 SYSTEMS	$85.42	$170.84
245	12	**HH871236** ELECTRICAL POWER HARNESS 36W 3-1 & 2-2 SYSTEMS	$85.42	$1,025.04
246	2	**HH871242** ELECTRICAL POWER HARNESS 42W 3-1 & 2-2 SYSTEMS	$89.96	$179.92
247	20	**HH871248** ELECTRICAL POWER HARNESS 48W 3-1 & 2-2 SYSTEMS	$89.96	$1,799.20
248	4	**HH871260** ELECTRICAL POWER HARNESS 60W 3-1 & 2-2 SYSTEMS	$89.96	$359.84
249	4	**HH871272** ELECTRICAL POWER HARNESS PANELS - W/DUPLEX CAPACITY	$89.96	$359.84
250	34	**HH871502** DUPLEX RECEPTACLE CIRCUIT 2 3-1 & 2-2 SYSTEMS	$18.45	$627.30

.TI Titanium

LINE	QTY	PRODUCT	UNIT SELL	EXT SELL
251	35	**HH871504** DUPLEX RECEPTACLE CIRCUIT 4 3-1 & 2-2 SYSTEMS .TI Titanium	$18.45	$645.75
252	2	**HH871912** CEILING IN-FEED CABLE 144IN LONG	$99.04	$198.08
253	4	**HH879072** BASE IN-FEED CABLE BASE 3-1 & 2-2 SYSTEMS	$95.35	$381.40
254	6	**HHATB2S3LT** 2 STAGE 3 LEG T FOOT $(P2) P2 Paint Opts .PR6 Silver .X Standard Glide .MEM Memory Preset	$803.30	$4,819.80
255	3	**HHATB2S3LT** 2 STAGE 3 LEG T FOOT $(P2) P2 Paint Opts .PR6 Silver .X Standard Glide .MEM Memory Preset	$803.30	$2,409.90
256	1	**HHATCC584622L** 58X46X22X22 CORNER COVE LH $(L2STD) Grd L2 Standard Laminates .LPT1 Portico Teak .DP Portico Teak .G1 1 Grommet - Centered T1 Platinum .P Black	$265.62	$265.62

LINE	QTY	PRODUCT			UNIT SELL	EXT SELL
257	2	**HHATCC584622R** 58X46X22X22 CORNER COVE RH	$(L2STD) .LPT1 .DP .G1 T1 .P	Grd L2 Standard Laminates Portico Teak Portico Teak 1 Grommet - Centered Platinum Black	$265.62	$531.24
258	3	**HHATCC704622L** 70X46X22X22 CORNER COVE LH	$(L2STD) .LPT1 .DP .G1 T1 .P	Grd L2 Standard Laminates Portico Teak Portico Teak 1 Grommet - Centered Platinum Black	$329.76	$989.28
259	3	**HHATCC704622R** 70X46X22X22 CORNER COVE RH	$(L2STD) .LPT1 .DP .G1 T1 .P	Grd L2 Standard Laminates Portico Teak Portico Teak 1 Grommet - Centered Platinum Black	$329.76	$989.28
260	1	**HHN831124** FLAT BRACKET 24D	.S	Charcoal	$26.96	$26.96
261	1	**HHN831130** FLAT BRACKET 30D	.S	Charcoal	$26.96	$26.96

LINE	QTY	PRODUCT			UNIT SELL	EXT SELL
262	10	**HIWMM** IGNITION 2 TASK MID-BACK	.Y1 .A .H .IM $(1) .DAPR 01 .BL .SB .T	Synchro-Tilt W Seat Slider Height and Width Adj. Arm Hard Caster 4-Way Black Grade 1 Uph Dapper Charcoal Black Adjustable Lumbar Standard Base Black	$392.22	$3,922.20
263	9	**HLED17AS** 17IN LED LIGHT W/ POWER SUPPLY (SINGLE)			$169.42	$1,524.78
264	9	**HLEDOSA** UNDERCABOCCUPANCYSENSORW/1 ENDTOEND CONNECTOR			$37.46	$337.14
265	1	**HLSLZ5SC60** 48W EXTERNAL STIFFENER	.P	Black	$66.45	$66.45
266	2	**HLSLZ5SC72** 60W EXTERNAL STIFFENER	.P	Black	$74.92	$149.84
267	2	**HMN2** MOTIVATE NEST/STACK CHAIR-FLEX BCK-UPH SEAT	.N .H .PS .ON $(1) .DAPR 01 .CBK	No Arm Hard Plastic Shell Onyx Grade 1 Uph Dapper Charcoal Charblack	$319.14	$638.28

LINE	QTY	PRODUCT			UNIT SELL	EXT SELL
268	2	**HPCW1** COUNTERWEIGHT-FREESTANDING PEDESTAL			$84.85	$169.70
269	1	**HRVCLG30** ABOUND 29H X 30D ABOUND UNIVERSAL SUPPORT LEG	$(P2) .T1	P2 Paint Opts Platinum Metallic	$97.34	$97.34
270	39	**HSCKTPS** STRAIGHT CONNECTOR KIT	.X	No Option	$9.36	$365.04
271	1	**HSDSL29** ABODE SHARED LEG	$(P2) .T1	P2 Paint Opts Platinum Metallic	$303.57	$303.57
272	1	**HUSLMOD1354** LAMINATE MODESTY 13H X 54W	$(L2STD) .LPT1 .DP .P	Grd L2 Standard Laminates Portico Teak Portico Teak Black	$231.00	$231.00
273	1	**HWR2424P** SYSTEMS RECT WORKSURFACE EDGEBAND 24D X 24W	$(L2STD) .LPT1 .DP .T1	Grd L2 Standard Laminates Portico Teak Portico Teak Platinum	$127.70	$127.70
274	1	**HWR2430P** SYSTEMS RECTANGULAR WORKSURFACE EDGEBAND 24D X 30W	$(L2STD) .LPT1 .DP .T1	Grd L2 Standard Laminates Portico Teak Portico Teak Platinum	$133.09	$133.09

LINE	QTY	PRODUCT	UNIT SELL	EXT SELL
275	4	**HWR2436P** SYSTEMS RECTANGULAR WORKSURFACE EDGEBAND 24D X 36W $(L2STD) Grd L2 Standard Laminates .LPT1 Portico Teak .DP Portico Teak .T1 Platinum	$145.30	$581.20
276	10	**HWR2448P** SYSTEMS RECTANGULAR WORKSURFACE EDGEBAND 24D X 48W $(L2STD) Grd L2 Standard Laminates .LPT1 Portico Teak .DP Portico Teak .T1 Platinum	$168.85	$1,688.50
277	1	**HWR2460P** SYSTEMS RECTANGULAR WORKSURFACE EDGEBAND 24D X 60W $(L2STD) Grd L2 Standard Laminates .LPT1 Portico Teak .DP Portico Teak .T1 Platinum	$199.50	$199.50
278	2	**HWR2472P** SYSTEMS RECTANGULAR WORKSURFACE EDGEBAND 24D X 72W $(L2STD) Grd L2 Standard Laminates .LPT1 Portico Teak .DP Portico Teak .T1 Platinum	$219.65	$439.30
279	1	**HWR3042P** SYSTEMS RECTANGULAR WORKSURFACE EDGEBAND 30D X 42W $(L2STD) Grd L2 Standard Laminates .LPT1 Portico Teak .DP Portico Teak .T1 Platinum	$171.97	$171.97
280	1	**HWR3048P** SYSTEMS RECTANGULAR WORKSURFACE EDGEBAND 30D X 48W $(L2STD) Grd L2 Standard Laminates .LPT1 Portico Teak .DP Portico Teak .T1 Platinum	$181.62	$181.62

LINE	QTY	PRODUCT	UNIT SELL	EXT SELL
281	1	**HWR3054P** SYSTEMS RECTANGULAR WORKSURFACE EDGEBAND 30D X 54W $(L2STD) Grd L2 Standard Laminates .LPT1 Portico Teak .DP Portico Teak .T1 Platinum	$195.81	$195.81
282	1	**HWR3060P** SYSTEMS RECTANGULAR WORKSURFACE EDGEBAND 30D X 60W $(L2STD) Grd L2 Standard Laminates .LPT1 Portico Teak .DP Portico Teak .T1 Platinum	$216.53	$216.53
283	1	**HWR3084P** 30 IN D X 84 IN W RECTANGULAR WS - EDGEBAND $(L2STD) Grd L2 Standard Laminates .LPT1 Portico Teak .DP Portico Teak .T1 Platinum	$330.61	$330.61
284	16	**HWSB2** WORKSURFACE BRACKET KIT $(P2) P2 Paint Opts .T1 Platinum Metallic	$21.57	$345.12
			PUBLIC WORKS Subtotal	**$68,451.83**
PUBLIC WORKS #1				
285	3	**HF23C** LOCK CORE REPLACEMENT KIT BRUSHED CHROME .X115E 115E	$36.89	$110.67
			PUBLIC WORKS #1 Subtotal	**$110.67**
PUBLIC WORKS #2				
286	3	**HF23C** LOCK CORE REPLACEMENT KIT BRUSHED CHROME .X116E 116E	$36.89	$110.67
			PUBLIC WORKS #2 Subtotal	**$110.67**

LINE	QTY	PRODUCT			UNIT SELL	EXT SELL
PUBLIC WORKS #3						
287	5	**HF23C**			$36.89	$184.45
		LOCK CORE REPLACEMENT KIT	BRUSHED CHROME			
			.X117E	117E		
				PUBLIC WORKS #3 Subtotal		**$184.45**
PUBLIC WORKS #4						
288	4	**HF23C**			$36.89	$147.56
		LOCK CORE REPLACEMENT KIT	BRUSHED CHROME			
			.X118E	118E		
				PUBLIC WORKS #4 Subtotal		**$147.56**
PUBLIC WORKS #5						
289	3	**HF23C**			$36.89	$110.67
		LOCK CORE REPLACEMENT KIT	BRUSHED CHROME			
			.X119E	119E		
				PUBLIC WORKS #5 Subtotal		**$110.67**
PUBLIC WORKS #6						
290	3	**HF23C**			$36.89	$110.67
		LOCK CORE REPLACEMENT KIT	BRUSHED CHROME			
			.X120E	120E		
				PUBLIC WORKS #6 Subtotal		**$110.67**
PUBLIC WORKS #7						
291	3	**HF23C**			$36.89	$110.67
		LOCK CORE REPLACEMENT KIT	BRUSHED CHROME			
			.X121E	121E		
				PUBLIC WORKS #7 Subtotal		**$110.67**
PUBLIC WORKS #8						
292	3	**HF23C**			$36.89	$110.67
		LOCK CORE REPLACEMENT KIT	BRUSHED CHROME			
			.X122E	122E		
				PUBLIC WORKS #8 Subtotal		**$110.67**

LINE	QTY	PRODUCT		UNIT SELL	EXT SELL
PUBLIC WORKS #9					
293	3	**HF23C**		$36.89	$110.67
		LOCK CORE REPLACEMENT KIT	BRUSHED CHROME		
			.X123E 123E		
			PUBLIC WORKS #9 Subtotal		**$110.67**
PUBLIC WORKS: PRINT STATION					
294	3	**HF23C**		$36.89	$110.67
		LOCK CORE REPLACEMENT KIT	BRUSHED CHROME		
			.X125E 125E		
			PUBLIC WORKS: PRINT STATION Subtotal		**$110.67**
PUBLIC WORKS: TRAFFIC CONTROL					
295	2	**HF23C**		$36.89	$73.78
		LOCK CORE REPLACEMENT KIT	BRUSHED CHROME		
			.X124E 124E		
			PUBLIC WORKS: TRAFFIC CONTROL Subtotal		**$73.78**
ZINSTALL					
297	1	**PHASE 1 - INSTALL**		$8,857.00	$8,857.00
		ADMIN AREA CABINETS			
			AREAS A,B,C,D AND E UPPER/LOWER CABINETS		
298	1	**PHAS 2 INSTALL**		$8,571.43	$8,571.43
		TEAR DOWN OF EXISTING FURNITURE			
			REMOVE EXISTING CUBICLES, FILE CABINETS, AND DESKS IN PRIVATE OFFICES. CLIEN TO PROVIDE DUMPSTERS OR DISPOSE OF THE FURNITURE		
299	1	**PHASE 3- INSTALL**		$36,429.00	$36,429.00
		RECEIVE,DELIVER AND INSTALL DURING NORMAL BUSINESS HOURS			
			PREVAILING WAGE QUOTE		
			ZINSTALL Subtotal		**$53,857.43**

LINE	QTY	PRODUCT	UNIT SELL	EXT SELL
ZTARIFF				
296	1	**TARIFF** HON MANUF FEES APPLIED	$6,181.66	$6,181.66
			ZTARIFF Subtotal	**$6,181.66**

LINE	QTY	PRODUCT	UNIT SELL	EXT SELL
			Subtotal	$316,677.92
			ESTIMATED SALES TAX * WILL BILL ACTUAL	$27,709.32
			GRAND TOTAL	$344,387.24

~Ordering Notes~

* Deposit may be due at time of order
* The applicable tax will be applied at the time of invoicing
* Pricing in this proposal is based on current market conditions and may change due to tariff adjustments or government fees. Any increases before order invoicing could adjust the final pricing.
* Estimated leadtime is subject to the manufactures production / shipping schedules
* This proposal contains Special Order items that are Not Returnable
* Once an order is placed, cancellations are Not Allowed

LINE	QTY	PRODUCT	UNIT SELL	EXT SELL

TERMS AND CONDITIONS OF PURCHASE
(FURNITURE - ODP BUSINESS SOLUTIONS WORKSPACE INTERIORS)

1. ODP Business Solutions, LLC ("ODP Business Solutions") shall make commercially reasonable efforts to install all products as quickly as possible. However, any delivery and/or installation dates quoted to Customer are approximate, and ODP Business Solutions obligation shall be only to deliver and/or install the products within a reasonable time. Also, due to certain factory shipment schedules, it is possible that ODP Business Solutions will be able to deliver and install portions of the job in phases. Customer will be invoiced for the items as they are delivered and payment will be due as set forth in Section 3 below
2. All prices are firm for thirty (30) days from date of proposal.
3. Payment terms are net twenty (20) days from date of invoice, unless otherwise agreed to and as documented on the order or quote. Customer will be invoiced for items when delivery and installation (if applicable) is complete, and any punch issues are less than 10% of the value of the entire order. In no event shall payment be withheld for delivered products and services. Customer shall pay 90% of the invoice and may withhold 10% until completion of the job. The balance is payable immediately after any outstanding issues are resolved.
4. All orders are subject to credit approval.
5. ODP Business Solutions requires a minimum deposit equaling 50% on all orders over $20,000. Said deposit will be applied to Customer's account until such product is delivered and invoiced. Each invoice, less its proportionate share of the deposit, will be due and payable as set forth in Section 4 above.
6. All products and materials are subject to applicable taxes, as well as any applicable inbound freight and fabrication charges.
7. An order is not cancelable once in production. "Quick ships" and fabric orders are not cancelable.
8. Any quotation for special order products or materials shall be approved by an authorized Customer representative for correct product number, fabric, specifications and quantities. Any services rendered to Customer to change or modify the specification and layout before or during installation will be charged to Customer at prevailing rates. If such changes or modifications result in additional products, parts, materials or labor, they will be billed to Customer at prevailing rates.
9. Delivery and installation services are conducted during normal business hours of 8:00 a.m. to 5:00 p.m., Monday through Friday. If services are requested outside of normal business hours, if special handling or equipment is required, if moving of products other than delivered is required, or if there are any unusual condition not made known to ODP Business Solutions at the time of sale, extra labor charges at prevailing rates may apply.
10. If during installation, additional products are necessary or required to complete the job, such additional products and labor will be charged to Customer at prevailing rates.
11. Floors shall be smooth, level and free from debris.
12. Condition of Jobsite - Customer agrees to have premises available on the requested date of installation and for a reasonable time thereafter for installation during the regular business day. Customer's job site shall be clean, clear, and free of debris prior to installation. Delivery and installation encumbrances which necessitate additional labor will result in extra charges. If installation is to be placed over carpeting, tiles, or other floor covering, Customer hereby assures ODP Business Solutions that all such coverings will be completed prior to time installation is scheduled. The job site shall be free of interference from all trades in the work areas, and if the job site is not free of such trade interference, the delivery and installation shall not proceed until such interference has been eliminated, or other arrangements are agreed to in writing. ODP Business Solutions shall be held harmless and shall not assume liability for job delay due to failure to meet any of the preceding conditions.
13. Jobsite Services. Electric current, light, heat, trash disposal facilities, hoisting and/or elevator service, and adequate facilities for off-loading, staging, moving, and handling of the Furnishings will be furnished without charge to ODP Business Solutions. Customer acknowledges that if the installed Furnishings require electrical hook-ups, outlets, wiring, or other similar services, at Customer's election, ODP Business Solutions may provide such services through licensed subcontractors at an additional fee or Customer shall be responsible for engaging appropriate licensed professionals.
14. Permits are the responsibility of the Customer unless expressly provided in the Proposal.
15. If Customer is unwilling or unable to accept delivery or installation of the products according to the specified schedule, the products will be stored at Customer's expense. Customer shall pay a warehouse charge payable monthly. Any double handling of a product will be charged at our normal hourly rate.
16. ODP Business Solutions makes no warranties, expressed or implied, as to merchantability or as the suitability of the products for any particular purpose, except those made by the manufacturer of the products. Any claim must be made to ODP Business Solutions in writing within five (5) days after delivery or installation of the products and if no claim is so received by ODP Business Solutions it will be conclusively presumed that Customer has accepted and that the products are as represented.
17. No liability shall accrue against ODP Business Solutions as a result of breach of terms and conditions caused by any strike, act of God, lockout, accident, or delay beyond its control.
18. ODP Business Solutions retains, and Customer hereby grants to ODP Business Solutions, a security interest in the products to secure the purchase price therefore. The products shall remain personal property regardless of being fixed to any real property. If Customer defaults in the payment of the purchase price when due, ODP Business Solutions shall have all rights and remedies granted by the Uniform Commercial Code. A finance charge of 2% per month (annual percentage rate 24%) will be charged on all past due balances. Customer shall pay all collection costs, including attorneys fee, in the event any claim is referred to a collection agency or attorney.
19. Products shipped directly to Customer shall be the responsibility of Customer except if agreed in writing that ODP Business Solutions will provide delivery and installation services. The receiving Customer is responsible to inspect products and file any necessary freight claims with freight provider.
20. Manufacturer warranties apply for parts only. Labor is not included.
21. All items set forth in the quotation are non-returnable.
22. IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR CONSEQUENTIAL, SPECIAL, INDIRECT OR INCIDENTAL DAMAGES, WHETHER IN AN ACTION BASED ON CONTRACT, TORT (INCLUDING NEGLIGENCE) OR ANY OTHER LEGAL THEORY, EVEN IF THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
23. Each party shall indemnify and hold harmless the other party from and against any and all third-party claims, demands, actions, suits, losses, liabilities, damages and all related costs and expenses, including without limitation reasonable attorneys' fees due to, arising from or relating to the negligent, willful or reckless act or omission of the indemnifying party.
24. These terms and conditions shall be governed by the law of the State of Florida, without regard to conflict of laws principles.

Customer: _____

Customer's Signature: _____

Print Name: _____

Customer PO: _____

Title: _____

Date: _____

RESOLUTION NO. XX-25

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OAKLEY APPROVING AN AGREEMENT WITH ODP BUSINESS INTERIORS FOR THE PURCHASE AND INSTALLATION OF CUBICLES AND OFFICE FURNITURE FOR THE CITY HALL REMODELING PROJECT, CAPITAL IMPROVEMENT PROJECT (CIP) NUMBER 329

WHEREAS, the existing cubicles and office furniture in the Community Development and Public Works Department have exceeded their lifecycle and are in need of replacement; and

WHEREAS, this work is part of the larger City Hall remodeling project that will take place in 2026; and due to the timing and to minimize disruption to staff and the services that they provide, this work is scheduled to take place during the end of year City Hall closure; and

WHEREAS, staff worked with ODP Business Interiors to secure a cost proposal for the replacement of cubicles and office furniture; and

WHEREAS, ODP Business Interiors submitted a very cost competitive proposal for a total cost of $344,387.24 for the work, as shown in Exhibit A; and

WHEREAS, the proposed furniture is priced per the City's cooperative agreement, Omnia Partners Region 4 Contract #240112, including piggy backable bid pricing.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Oakley that the Agreement with ODP Business Interiors for the City Hall Remodeling project – CIP 329, for an amount not to exceed $344,387.24 is approved, and the City Manager is hereby authorized to execute said Agreement.

PASSED AND ADOPTED by the City Council of the City of Oakley this 23rd day of September 2025 by the following vote:

AYES:
NOES:
ABSENT:
ABSTENTIONS:

APPROVED:

_____
Shannon Shaw, Mayor

ATTEST:

_____
Kim Snodgrass, City Clerk

_____
Date

OAKLEY
CALIFORNIA

DATE: September 23, 2025

Approved and Forwarded to the City Council

TO: Joshua McMurray, City Manager

FROM: Paul Beard, Chief of Police

SUBJECT: New Contract with Axon Enterprise, Inc., for Conducted Energy Weapons (Taser), Body Worn Camera and Digital Evidence Services

Background and Analysis

In December of 2020 the City of Oakley entered into a five-year contract with Axon Enterprise, Inc. for Conducted Energy Weapons (Taser), Body Worn Camera and Digital Evidence Services. That contract is approaching its end of life and we are seeking to extend our relationship with Axon Enterprise, Inc. with another contract.

Advances in technology has significantly changed the landscape of law enforcement. The expectation of video footage and less lethal options of force has forced law enforcement to evolve. Community members demand transparency from their law enforcement agencies and believe that the availability of video footage fulfills that need. Additionally, the public expects law enforcement to address a combative subject by utilizing the least amount of force with the least amount of physical injury. Body Worn Cameras (BWC) and Conducted Energy Weapons have met these demands and become an industry standard in modern policing. For the past five years the Oakley Police Department has successfully utilized Body Worn Cameras and Conducted Energy Weapons and our operation is more efficient and safer as a result.

The implementation of Body Worn Cameras has shown that communities perceive a higher level of service and legitimacy with their police department. There is a perceived openness between officers and the community when Body Worn Cameras are used during contacts. With the availability of video footage, community members feel there is accountability and increased professionalism.

Additionally, Body Worn Cameras increase the quality of investigations by providing objective and reliable evidence. This type of evidence is increasingly being used by district attorneys for quicker convictions and jurors expect some type of digital evidence. In this current day and age it is considered odd for a police department to not use Body Worn Camera technology.

Body Worn Cameras also have a significant impact in resolving officer involved incidents and complaints by providing a clearer picture of events. The video footage eliminates speculation and third-party accounts of events. A more accurate and unbiased account

of each person's actions can be used to educate the community and the courts on what actually occurred. This can reduce lawsuits and unwarranted complaints against the department. Over the past few years the Oakley Police Department has experienced positive results from Body Worn Camera usage.

Conducted Energy Weapons provide an officer with a less lethal option when dealing with an unarmed combative subject. Prior to the advent of Conducted Energy Weapons officers were using either blunt force weapons and or their hands/feet to subdue a combative subject. This often led to injuries to both the officer(s) and the combative subject. Under the right situations Conducted Energy Weapons have drastically reduced major injuries caused by dealing with unarmed combative subjects.

With the growth of the Oakley Police Department over the past three years AXON Enterprise, Inc. provided us with a quote for forty-four (44) Taser 10's, which are Conducted Energy Weapons and upgrades from what the officers of the Oakley Police Department currently deploy with, which are Taser 7's. The Taser 10's have a maximum range of 45 feet, compared to the maximum range of 25 feet for the Taser 7's.

This quote would provide every sworn officer with their own Conducted Energy Weapon. The quote does not include pricing for new Body Worn Cameras because the Body Worn Cameras used by our officers were recently upgraded under the old contract. The quote does however, provided for the data storage and digital evidence services that are related to our current Body Worn Cameras. The digital evidence services are essential to maintaining the chain of custody for evidentiary purposes.

Additionally, AXON Enterprises, Inc. has become the industry standard for both Body Worn Camera and Conducted Energy Weapons technology. Finally, AXON has a secure, web-based Digital Evidence Management System that allows for an electronic evidence exchange process between the Oakley Police Department and the Contra Costa County District Attorney's office. The system also allows for the Department to send and redact evidence seamlessly and without additional cost.

Lastly, AXON Enterprises Inc. provides a five-year program for the Body Worn Cameras that allows for unlimited storage, Body Worn Camera replacement every two years and replacement of broken/defective equipment. This allows the Department to stay contemporary with the body camera technology and eliminates the need to find additional funding for new cameras in two to five years. AXON Enterprises, Inc. will provide training cartridges, training suit(s), and training certification vouchers as part of this quote.

Consistency with the Oakley Strategic Plan 27+

This item is consistent with the Strategic Plan 27+ Community Health and Safety goals under Community Health and Safety Goal.

Fiscal Impact

Funding for the equipment will be provided through the Police Department budget in the General Fund in the amount of $116,286.09 for year 2025, the first of the five-year contract. Years 2026 – 2029 would cost $117,094.21 dollars annually, which would be appropriated in the Police Department budget each year.

Staff Recommendation

1. Waive the competitive bid requirements per Oakley Municipal Code Section 3.6.010 (a) (2).

2. Staff recommends that Council authorize the City Manager to execute an agreement with AXON Enterprise, Inc. for the purchase of conducted energy weapons, and for the use of AXON Enterprise, Inc. Body Worn Cameras and Digital Evidence System.

Attachments

1. AXON Sole Source Letter
2. AXON Quote No. Q-673322-45905AS
3. Resolution

17800 N 85TH STREET
SCOTTSDALE, ARIZONA 85255

AXON.COM

9/1/2025

To: ***Oakley Police Department***

Re: Sole Source Letter for Axon Enterprise, Inc.'s TASER Energy Weapons, Axon brand products, and Axon Evidence (Evidence.com) Data Management Solutions

A sole source justification exists because the following goods and services required to satisfy the agency's needs are only manufactured and available for purchase from Axon Enterprise. Axon is also the sole distributor and retailer of all TASER brand products for the agency identified in this letter.

TASER Energy Weapon Descriptions

TASER 10 Energy Weapon

- Multi-shot energy weapon
- Detachable magazine holding 10 TASER 10 Cartridges
- 45-foot (13.7-meter) range
- High-efficiency flashlight
- Green LASER sight
- Central Information Display (CID): Displays mission critical data such as remaining battery energy, burst time, and cartridge status.
- Weapon logs
- TASER Weapons Dock connected to Axon Evidence (Evidence.com) services
- Onboard self-diagnostic and system status monitoring and reporting
- Real-time clock updated when the battery pack is plugged into the TASER Weapons Dock
- Ambidextrous selector switch
- Can be configured by the agency to alert Axon camera systems
- The trigger activates a single cycle (approximately five seconds). Holding the trigger down will continue the discharge beyond the standard cycle (unless configured by the agency to stop at five seconds). The energy weapon cycle can be stopped by placing the safety switch in the down (SAFE) position.
- Compatible with TASER 10 Cartridges only

TASER 7 Energy Weapon

- Multiple-shot energy weapon
- High-efficiency flashlight
- Close Quarter and Standoff cartridges
- Green LASER and dual red LASERs that adjust for cartridge angle
- Arc switch enables drive-stun with or without a TASER 7 Cartridge installed
- Central Information Display (CID): Displays mission critical data such as remaining battery energy, burst time, and cartridge status.
- Weapon logs

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- TASER Weapons Dock connected to Axon Evidence (Evidence.com) services
- Onboard self-diagnostic and system status monitoring and reporting
- Real-time clock updated when the battery pack is plugged into the TASER Weapons Dock
- Ambidextrous safety switch
- Can be configured by the agency to alert Axon camera systems
- The trigger activates a single cycle (approximately five seconds). Holding the trigger down will continue the discharge beyond the standard cycle (unless configured by the agency to stop at five seconds). The energy weapon cycle can be stopped by placing the safety switch in the down (SAFE) position.
- Compatible with TASER 7 Cartridges only

TASER 7 CQ Energy Weapon

- Multiple-shot energy weapon for agencies that deploy energy weapons mostly at close quarters (CQ)
- High-efficiency flashlight
- Close Quarter cartridges
- Arc switch enables drive-stun with or without a TASER 7 Cartridge installed
- Central Information Display (CID): Displays mission critical data such as remaining battery energy, burst time, and cartridge status.
- Weapon logs
- TASER Weapons Dock connected to Axon Evidence (Evidence.com) services
- Onboard self-diagnostic and system status monitoring and reporting
- Real-time clock updated when the battery pack is plugged into the TASER Weapons Dock
- Ambidextrous safety switch
- Can be configured by the agency to alert Axon camera systems
- The trigger activates a single cycle (approximately five seconds). Holding the trigger down will continue the discharge beyond the standard cycle (unless configured by the agency to stop at five seconds). The energy weapon cycle can be stopped by placing the safety switch in the down (SAFE) position.
- Compatible with 12-degree TASER 7 Cartridges only

X2 Energy Weapon

- Multiple-shot energy weapon
- High efficiency flashlight
- Static dual LASERs (used for target acquisition)
- ARC switch enables drive-stun with or without a Smart Cartridge installed
- Central Information Display (CID): Displays mission-critical data such as remaining battery energy, burst time, operating mode, and user menu to change settings and view data on a yellow-on-black display
- The Trilogy log system records information from a variety of sensors into three data logs: Event log, Pulse log, and Engineering log. Data can be downloaded using a universal serial bus (USB) data interface module connected to a personal computer (PC). Data may be transferred to Evidence.com services.
- Real-time clock with back-up battery
- Onboard self-diagnostic and system status monitoring and reporting
- Ambidextrous safety switch

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- Capable of audio/video recording with optional TASER CAM HD recorder
- The trigger activates a single cycle (approximately five seconds). Holding the trigger down will continue the discharge beyond the standard cycle (except when used with an APPM or TASER CAM HD AS). The energy weapon cycle can be stopped by placing the safety switch in the down (SAFE) position
- Compatible with TASER Smart Cartridges only

X26P Energy Weapon

- High efficiency flashlight
- Red LASER (used for target acquisition)
- Central Information Display (CID): Displays data such as calculated remaining energy, burst time, and notifications
- The Trilogy log system records information from a variety of sensors into three data logs: Event log, Pulse log, and Engineering log. Data can be downloaded using a universal serial bus (USB) data interface module connected to a personal computer (PC). Data may be transferred to Evidence.com services.
- Real-time clock with back-up battery
- Onboard self-diagnostic and system status monitoring and reporting
- Ambidextrous safety switch
- Capable of audio/video recording with optional TASER CAM HD recorder
- The trigger activates a single cycle (approximately five seconds). Holding the trigger down will continue the discharge beyond the standard cycle (except when used with an APPM or TASER CAM HD AS). The energy weapon cycle can be stopped by placing the safety switch in the down (SAFE) position.
- Compatible with TASER standard series cartridges

Axon Signal Performance Power Magazine (SPPM)

- Battery pack for the X2 and X26P conducted energy weapons
- Shifting the safety switch from the down (SAFE) to the up (ARMED) positions sends a signal from the SPPM. Upon processing the signal, an Axon system equipped with Axon Signal technology transitions from the BUFFERING to EVENT mode. Axon Signal technology only works with Axon cameras.

TASER Brand Energy Weapon Model Numbers

1. Energy Weapons:
   TASER 10 Models: 100390, 100391
   - TASER 7 Models: 20008, 20009, 20010, and 20011
   - TASER 7 CQ Models 20213, 20214
   - TASER X2 Models: 22002 and 22003
   - TASER X26P Models: 11002 and 11003

2. Optional Extended Warranties for Energy Weapons:
   - TASER 7 – 4-year extended warranty, item number 20040
   - X2 – 4-year extended warranty, item number 22014
   - X26P – 2-year extended warranty, item number 11008
   - X26P – 4-year extended warranty, item number 11004

3. TASER 7 Cartridges (compatible with the TASER 7; required for this Energy Weapon to

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function in the probe deployment mode)
- Standoff cartridge, 3.5 degrees, Model 22175
- Close Quarter cartridge, 12 degrees, Model 22176
- Hook and Loop Training (HALT) cartridge, 3.5 degrees, Model 22177
- Hook and Loop Training (HALT) cartridge, 12 degrees, Model 22178
- Inert cartridge, 3.5 degrees, Model 22179
- Inert cartridge, 12 degrees, Model 22181

4. TASER 10 Magazines
   - TASER 10 live duty magazine (black), item number 100393
   - TASER 10 Hook and Loop Training (HALT) magazine (blue), item number 100394
   - TASER 10 live training magazine (purple), item number 100395
   - TASER 10 inert training magazine (red), item number 100396

5. TASER 10 Cartridges (compatible with the TASER 10, required for this energy weapon to function in the probe deployment mode)
   - TASER 10 live cartridge, item number 100399
   - TASER 10 HALT cartridge, item number 10400
   - TASER 10 inert cartridge, item number 100401

6. TASER standard cartridges (compatible with the X26P; required for this energy weapon to function in the probe deployment mode):
   - 15-foot Model: 22188
   - 21-foot Model: 22189
   - 21-foot non-conductive Model: 44205
   - 25-foot Model: 22190

7. TASER Smart cartridges (compatible with the X2; required for this energy weapon to function in the probe deployment mode):
   - 15-foot Model: 22184
   - 25-foot Model: 22185
   - 25-foot inert simulation Model: 22155
   - 25-foot non-conductive Model: 22157

8. Battery Packs for TASER 7 and TASER 10 energy weapons:
   - Tactical battery pack Model 22018
   - Compact battery pack Model 22019
   - Non-Rechargeable battery pack Model 22020
   - Disconnect battery pack Model 20027

9. TASER CAM HD recorder Model: 26810 (full HD video and audio) and TASER CAM HD with AS (automatic shut-down feature) Model: 26820. The TASER CAM HD is compatible with both the X26P and X2 energy weapons.
   - TASER CAM HD replacement battery Model: 26764
   - TASER CAM HD Download Kit Model: 26762
   - TASER CAM HD optional 4-year extended warranty, item number 26763

10. Battery Packs for X26P and X2 Energy Weapons:
    - Performance Power Magazine (PPM) Model: 22010

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- Tactical Performance Power Magazine (TPPM) Model: 22012
- Automatic Shut-Down Performance Power Magazine (APPM) Model: 22011
- eXtended Performance Power Magazine (XPPM) Model: 11010
- eXtended Automatic Shut-Down Performance Power Magazine (XAPPM) Model: 11015
- Axon Signal Performance Power Magazine (SPPM) Model: 70116

11. TASER Weapons Dock, used with TASER 7 and TASER 10 battery packs:
    - TASER Weapons Dock Core and Multi-bay Module: 74200
    - TASER Weapons Dock Core and Single-bay Module: 74201
      TASER Weapons Dock Single Bay Dataport: 74208

12. TASER Dataport Download Kits:
    - Dataport Download Kit for the X2 and X26P Model: 22013

13. TASER Blast Door Repair Kit Model 44019 and TASER Blast Door Replenishment Kit Model 44023

14. Energy Weapon Holsters:
    - Right-hand TASER 10 holster by Safariland Model: 100611
    - Left-hand TASER 10 holster by Safariland Model: 100613
    - Right-hand TASER 10 holster by Blade-Tech Model: 100614
    - Left-hand TASER 10 holster by Blade-Tech Model: 100615
    - Right-hand TASER 10 holster by BLACKHAWK Model: 100616
    - Left-hand TASER 10 holster by BLACKHAWK Model: 100617
    - Ambidextrous TASER 10 holster by So-Tech Model: 100621
    - Right-hand TASER 7 holster by Safariland Model: 20063
    - Left-hand TASER 7 holster by Safariland Model: 20068
    - Right-hand TASER 7 holster with cartridge carrier by Safariland Model: 20160
    - Left-hand TASER 7 holster by with cartridge carrier by Safariland Model: 20161
    - Right-hand X2 holster by BLACKHAWK Model: 22501
    - Left-hand X2 holster by BLACKHAWK Model: 22504
    - Right-hand X26P holster by BLACKHAWK Model: 11501
    - Left-hand X26P holster by BLACKHAWK Model: 11504

15. Enhanced HALT Suit Model: 100623

16. TASER Simulation Suit II Model 44550

17. TASER 7 conductive target Model: 80087

18. Blue X26P Demonstrator/LASER Pointer Model: 11023

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Axon Digital Evidence Solution Description

Axon Body 4 Video Camera (DVR)

- Improved, 160-degree field of view
- Upgraded sensor provides sharper, more detailed images
- Full-shift battery, even when using Axon Respond real-time services
- Bi-directional communications with Watch Me button allowing support teams to view wearer's footage. (Requires Axon Respond)
- Real-time support allows wearer to view user locations on live maps, receive alerts, and view live streams. (Requires Axon Respond location services)
- Faster recharging
- Optional point-of-view (Flex POV) camera module
- Thirteen-hour battery
- Up to 120-second buffering period to record footage before pressing the record button
- Simplified registration

Axon Body 3 Video Camera (DVR)

- Improved video quality with reduced motion blur and better low-light performance
- Multi-mic audio—four built-in microphones
- Wireless upload option
- Gunshot detection and alerts
- Streaming audio and video capability
- "Find my camera" feature
- Verbal transcription with Axon Records
- End-to-end encryption
- Twelve-hour battery
- Up to 120-second buffering period to record footage before pressing record button

Axon Flex 2 Video Camera

- Video playback on mobile devices in the field via Bluetooth pairing
- Retina Low Light capability sensitive to less than 0.1 lux
- Audio tones to alert user of usage
- Low SD, high SD, low HD, and high HD resolution (customizable by the agency)
- Up to 120-second buffering period to record footage before pressing record button
- Multiple mounting options using magnetic attachment: head, collar, shoulder, helmet, ball cap, car dash, and Oakley sunglass mounts available
- 120-degree diagonal field of view camera lens, 102-degree horizontal field of view, and 55-degree vertical field of view

Axon Flex 2 Controller

- 12+ hours of battery operation per shift (even in recording mode)
- LED lights to show current battery level and operating mode
- Haptic notification available
- Tactical beveled button design for use in pocket
- Compatible with Axon Signal technology

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Axon Air System

- Purpose-built solution for law enforcement UAV programs
- Supported applications on iOS and Android
- Automated tracking of pilot, aircraft, and flight logs
- Unlimited Storage of UAV data in Axon Evidence (Evidence.com)
- In application ingestion of data in Axon Evidence (Evidence.com)
- Axon Respond integration for live streaming and situational awareness

Axon Body 2 Video Camera

- Video playback on mobile devices in the field via Bluetooth pairing
- Retina Low Light capability sensitive to less than 1 lux
- Audio tones and haptic (vibration) notification to alert user of usage
- Audio mute during event option
- Wi-Fi capability
- High, medium, and low quality recording available (customizable by the agency)
- Up to 2-minute buffering period to record footage before pressing record button
- Multiple mounting options using holster attachment: shirt, vest, belt, and dash mounts available
- 12+ hours of battery operation per shift (even in recording mode)
- LED lights to show current battery level and operating mode
- 143-degree lens
- Includes Axon Signal technology

Axon Fleet 3 Camera

- High-definition Dual-View Camera with panoramic field of view, 12x zoom, and AI processing for automatic license plate reader (ALPR)
- High-definition Interior Camera with infrared illumination for back seat view in complete darkness
- Wireless Mic and Charging Base for capturing audio when outside of vehicle
- Fleet Hub with connectivity, global navigation satellite system (GNSS), secure solid-state storage, and Signal inputs
- Automatic transition from Buffering to Event mode with configurable Signals
- Video Recall records last 24 hours of each camera in case camera not activated for an event
- Intuitive mobile data terminal app, Axon Dashboard, for controlling system, reviewing video, quick tagging, and more
- Ability to efficiently categorize, play back and share all video and audio alongside other digital files on Evidence.com
- Multi-cam playback, for reviewing up to four videos, including body-worn and in-car footage, at the same time
- Fully integrated with Evidence.com services and Axon devices
- Automatic time synchronization with all Axon Fleet and other Axon on-officer cameras allows for multi-camera playback on Evidence.com.
- Prioritized upload to Evidence.com of critical event videos via 4G/LTE
- Wireless alerts from the TASER CEW Signal Performance Power Magazine (SPPM) and Signal Side Arm (SSA).
- Best-in-class install times, wireless updates and quick remote troubleshooting
- Optional Axon Respond live stream, alerts, and location updates for situational

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awareness
- Optional Axon ALPR hotlist alerts, plate read retention, and investigative search

Axon Fleet 2 Camera
- Fully integrated with Axon Evidence services and Axon devices
- Automatic time synchronization with other Axon Fleet and Axon on-officer cameras allows for multi-camera playback on Axon Evidence.
- Immediate upload to Axon Evidence of critical event videos via 4G/LTE
- Wireless alerts from the TASER energy weapon Signal Performance Power Magazine (SPPM).
- Automatic transition from BUFFERING to EVENT mode in an emergency vehicle equipped with the Axon Signal Unit
- Decentralized system architecture without a central digital video recorder (DVR).
- Cameras that function independently and communicate wirelessly with the computer in the vehicle (MDT, MDC, MDU) for reviewing, tagging and uploading video.
- Wireless record alert based on Bluetooth communication from Axon Signal Vehicle when a configured input is enabled (e.g. emergency light, siren, weapon rack, etc.).
- Receives alerts from Axon Signal Sidearm.
- Plug-And-Play design allowing for cameras to be easily replaced and upgraded.
- Ability for an unlimited number of agency vehicles recording in the same vicinity with an Axon Fleet system to be automatically associated with one another when reviewing video in the video management platform. This feature is also supported across body cameras.

Axon Signal Unit (ASU)
- Communications device that can be installed in emergency vehicles.
- With emergency vehicle light bar activation, or other activation triggers, the Axon Signal Unit sends a signal. Upon processing the signal, an Axon system equipped with Axon Signal technology transitions from the BUFFERING to EVENT mode.

Axon Signal Performance Power Magazine (SPPM)
- Battery pack for the TASER X2 and X26P conducted electrical weapons
- Shifting the safety switch from the down (SAFE) to the up (ARMED) positions sends a signal from the SPPM. Upon processing the signal, an Axon system equipped with Axon Signal technology transitions from the BUFFERING to EVENT mode. Axon Signal technology only works with Axon cameras.

Axon Signal Sidearm Sensor
- Can be installed on common duty holsters
- Drawing a service handgun from the holster sends a signal from the Axon Signal Sidearm sensor. Upon processing the signal, an Axon system equipped with Axon Signal technology transitions from the BUFFERING to EVENT mode.

Axon Interview Solution
- High-definition cameras and microphones for interview rooms
- Covert or overt camera installations
- Touch-screen user interface
- Motion-based activation
- Up to 7-minute pre- and post-event buffering period

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- Full hardware and software integration
- Upload to Axon Evidence services
- Interview room files can be managed under the same case umbrella as files from Axon on-officer cameras and Axon Fleet cameras; i.e., Axon video of an arrest and interview room video are managed as part of the same case in Axon Evidence
- Dual integration of on-officer camera and interview room camera with Axon Evidence digital evidence solution

Axon Signal Technology

- Sends a broadcast of status that compatible devices recognize when certain status changes are detected
- Only compatible with TASER and Axon products

Axon Dock

- Automated docking station uploads to Axon Evidence services through Internet connection
- No computer necessary for secure upload to Axon Evidence
- Charges and uploads simultaneously
- The Axon Dock is tested and certified by TUV Rheinland to be in compliance with UL 60950-1: 2007 R10.14 and CAN/ CSA-C22.2 N0.60950-l-07+Al:2011+A2:2014 Information Technology Equipment safety standards.

Axon Evidence Data Management System

- Software as a Service (SaaS) delivery model that allows agencies to manage and share digital evidence without local storage infrastructure or software needed
- SaaS model reduces security and administration by local IT staff: no local installation required
- Automatic, timely security upgrades and enhancements deployed to application without the need for any local IT staff involvement
- Securely share digital evidence with other agencies or prosecutors without creating copies or requiring the data to leave your agency's domain of control
- Controlled access to evidence based on pre-defined roles and permissions and pre-defined individuals
- Password authentication includes customizable security parameters: customizable password complexity, IP-based access restrictions, and multi-factor authentication support
- Automated category-based evidence retention policies assists with efficient database management
- Ability to recover deleted evidence within seven days of deletion
- Stores and supports all major digital file types: .mpeg, .doc, .pdf, .jpeg, etc.
- Requires NO proprietary file formats
- Ability to upload files directly from the computer to Axon Evidence via an Internet browser
- Data Security: Robust Transport Layer Security (TLS) implementation for data in transit and 256-bit AES encryption for data in storage
- Security Testing: Independent security firms perform in-depth security and penetration testing
- Reliability: Fault- and disaster-tolerant infrastructure in at least 4 redundant data centers in both the East and West regions of the United States

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- Chain-of-Custody: Audit logs automatically track all system and user activity. These logs cannot be edited or deleted, even by account administrators and IT staff
- Protection: With no on-site application, critical evidence stored in Axon Evidence is protected from local malware that may penetrate agency infrastructure
- Stability: Axon Enterprise is a publicly traded company with stable finances and funding, reducing concerns of loss of application support or commercial viability
- Application and data protected by a CJIS and ISO 27001 compliant information security program
- Dedicated information security department that protects Axon Evidence and data with security monitoring, centralized event log analysis and correlation, advanced threat and intrusion protection, and incident response capabilities
- Redact videos easily within the system, create tags, markers and clips, search 7 fields in addition to 5 category-based fields, create cases for multiple evidence files

Axon Evidence for Prosecutors

- All the benefits of the standard Axon Evidence services
- Ability to share information during the discovery process
- Standard licenses available for free to prosecutors working with agencies already using Axon Evidence services
- Unlimited storage for data collected by Axon cameras and Axon Capture

Attorney Premier

- All the benefits Axon Evidence for Prosecutors
- Purpose-built user interface optimizes evidence management, review functionalities, and case relevant information
- Unlimited AI transcription of playable video and audio files
- Native image and PDF redaction software
- Ability to natively play a wide variety of 3rd party video codecs (CCTV) and extract file into an MP4
- Ability to obtain evidence directly from members of the community via secure web link
- Unlimited storage and data collected and shared by Axon partner agencies via Axon Evidence (Evidence.com)
- Available unlimited 3rd party data source storage plan
- Pro Licenses – all users have access to pro license features, including the Redaction Studio, Transcription Assistant, and Multi-Cam, and Reporting functionalities
- Transcription is Unlimited and automatic (i.e. all videos ingested into Attorney Premier are automatically transcribed)
- Discovery module designed to optimize all aspects of discovery management

Axon Capture Application

- Free app for iOS and Android mobile devices
- Allows users to capture videos, audio recordings, and photos and upload these files to their Axon Evidence account from the field
- Allows adding metadata to these files, such as: Category, Title, Case ID, and GPS data

Axon Commander Services

- On-premises data management platform

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- Chain of custody reports with extensive audit trail
- Automated workflows, access control, storage, and retention
- Compatible with multiple file formats

Axon View Application

- Free app for iOS and Android mobile devices
- Allows user to view the camera feed from a paired Axon Body, Axon Body 2, Axon Flex, or Axon Flex 2 camera in real-time
- Allows for playback of videos stored on a paired Axon Body, Axon Body 2, Axon Flex, or Axon Flex 2 system
- Allows adding meta-data to videos, such as: Category, Title, Case ID, and GPS data

Axon Records

- Continuously improving automated report writing by leveraging AI and ML on officer recorded video, photo, and audio from BWC, In-Car, Mobile App (Axon Capture), or other digital media
- Collaborative report writing through instantly synced workspaces allowing officers to delegate information gathering on scene
- Instant access to records allowing detectives to begin their investigation and records clerks to update information exchanges on things like missing people or stolen property as soon as possible
- Complete leveraging of Axon Evidence sharing to allow fast, efficient, digital, and secure sharing of records and cases to DAs and Prosecutors
- Robust API and SDK allows data to be easily ingested and pushed out to other systems—preventing data silos
- Deep integration with Axon Evidence putting video at the heart of the record and automating the process of tagging and categorizing digital evidence stored in Axon Evidence
- Automatic association of digital evidence to the record and incident through Axon Evidence integration
- In context search of master indexes (people, vehicles, locations, charges)—promoting efficient report writing through prefilling of existing data which promotes clean and deduped data in the system
- Quick views for users to track calls for service and reports in draft, ready for review, kicked back for further information, or submitted to Records for archiving.
- Federal and State IBRS fields are captured and validated—ensuring the officer knows what fields to fill and what information needs to be captured
- Intuitive validation ensures officers know what information to submit without being burdened by understanding the mapping of NIBRS to state or local crime codes
- Ability to create custom forms and add custom fields to incident reports—allowing your agency to gather the information you find valuable
- Software as a Service (SaaS) delivery model that allows agencies to write, manage, and share digital incident reports without local storage infrastructure or software needed
- SaaS model reduces security and administration by local IT staff: no local installation required
- Automatic, timely security upgrades and enhancements deployed to application without the need for any local IT staff involvement
- Securely share records and cases with other agencies or prosecutors without

creating copies or requiring the data to leave your agency's domain of control
- Controlled access based on pre-defined users, groups, and permissions
- Password authentication includes customizable security parameters: customizable password complexity, IP-based access restrictions, and multi-factor authentication support
- Security Testing: Independent security firms perform in-depth security and penetration testing
- Reliability: Fault- and disaster-tolerant infrastructure in at least 4 redundant data centers in both the East and West regions of the United States
- Chain-of-Custody: Audit logs automatically track all system and user activity. These logs cannot be edited or deleted, even by account administrators and IT staff

Axon Standards
- Internal affairs and professional standards reporting
- Customizable information display, including custom forms
- Customizable workflows and user groups
- Automated alerts
- Compatible with digital documents, photos, and videos
- Connection with Transcription (beta)
- Shared Index with evidence.com and Records
- Data Warehouse allowing custom summary reports and integration into 3rd party analytic tools.
- Workflow analytics to provide SLA on throughputs
- Integration with the TASER 7 energy weapon for automatically pulling firing logs (alpha)
- Available as an option for Axon Records
- Automatically bundled with Officer Safety Plan 7+

Axon Professional Services
- Dedicated implementation team
- Project management and deployment best practices aid
- Training and train-the-trainer sessions
- Integration services with other systems

Axon Auto-Transcribe
- Transcribes audio to text, producing a time-synchronized transcript of incidents
- Allows searches for keywords (e.g., names, and addresses)
- Embedded time stamps when critical details were said and events occurred
- Produce transcripts in substantially less time than with manual methods
- Pull direct quotes and witness statements directly into reports

Axon Support Engineer:
- Dedicated Axon Regional/Resident Support Engineer Services
- Quarterly onsite visits
- Solution and Process Guidance custom to your agency
- White-Glove RMA and TAP (if applicable) Service for devices
- Monthly Product Usage Analysis
- Resident Support Engineer also includes onsite product maintenance,

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troubleshooting, and beta testing assistance

Axon Respond for Dispatch (CAD)

- Integration with Axon Respond for Devices (Axon Body 3) for location and/or live streaming in CAD.
- Integration with TASER 7 CEW devices for enhanced situational awareness.
- Native ESRI based mapping with ability to connect to ESRI online communities and your agency's local ArcGIS data.
- SaaS model reduces security and administration by local IT staff: no local installation
- Robust API and SDK allows data to be easily ingested and pushed out to other systems -- preventing data silos.
- Complete leveraging of Axon Evidence (evidence.com) sharing to allow fast, efficient, digital and secure sharing of data to DAs and Prosecutors.
- Future versions/enhancements included with minimal down time and no need to purchase an upgrade to the latest version.
- Native integration with Axon Records.
- Reliability: Fault – and disaster – tolerant infrastructure in at least four redundant data centers in both the East and West regions of the United States.
- Security Testing: Independent security firms perform in depth security and penetration testing.
- Automatic, timely security upgrades and enhancements deployed to application without the need for any local IT staff involvement.

Axon Investigate

- Video analysis software
- Compatible with video from cell phones, on-officer cameras, in-car camera systems, social media, and other sources
- Oriented to investigators and prosecutors
- Integration with Axon Evidence services
- Automatically identify video file codecs, formats, hash values, and other metadata
- Automatically determine the required codec necessary to play a wide variety of video formats
- Play forwards/backwards and fast forward through almost any video file
- Scrub forwards/backwards through almost any video file
- Mark and auto export an unlimited number of tagged video frames
- Create subclips from any readable media
- Batch transcode files to standard file formats (including uncompressed, lossless h.264, wmv, and more)
- Add filters to transcode workflow (including resize, deinterlace, pad, crop, blur, concatenate, etc.)
- Provide enhancement capabilities, such as stabilization, brightness adjustments, and frame averaging
- Produce dynamic frame analysis spreadsheets to xml documents
- Validate results compared with hexadecimal analysis tools
- Build and share workflows with other users
- Transcode files directly to Avid Media Composer projects
- Identify duplicate files in any folder based on md5 hash

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- Produce detailed written reports via interactive PDF with embedded video and image content within iNPUT-ACE
- Extract I-frames
- Decimate
- Canvas Editor (picture-in-picture)
- Add raw FFmpeg arguments
- Perform four types of macroblock analysis
  - 4x4 prediction removed
  - 8x8 prediction removed
  - Color coded block types
  - Quantization parameter evaluation
- Offered iNPUT-ACE Software (from Axon Enterprise)
- Variable frame rate (VFR) lightboard designed to accurately calculate time and vehicle speed from any video surveillance camera. This feature is designed to eliminate common errors that might occur during calculations based on frame rate.
- Camera match overlay tool that provides margin of error reports based on scanner, calibration, and resolution accuracy (e.g., a margin of error of +0.5 feet) for data collected from footage.

Axon Justice

- Productivity tool for prosecutors and defense attorneys
- Streamlined evidence management
- Unlimited Auto-Transcribe for audio and video
- Discovery workflows, fully integrated with Axon Evidence services
- Axon Evidence conversion and playback tools for third-party video, including body-worn, in-car, interview room, and CCTV video
- Chain of custody reports with extensive audit trail
- Free sharing with partners
- Customer-defined data retention policies

Axon Customer Support

- Online and email-based support available 24/7
- Human phone-based support available Monday–Friday 7:00 AM–5:00 PM MST; support is located in Scottsdale, AZ, USA
- Library of webinars available 24/7
- Remote-location troubleshooting

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Axon Brand Model Numbers

1. Axon Body 4 Cameras:
   - Axon Body 4 Camera Model: 100147
   - Axon Body 4 Flex POV Module Model: 100200

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2. Axon Body 3 Camera Model: 73202

3. Axon Flex 2 Cameras:
   - Axon Flex 2 Camera (online) Model: 11528
   - Axon Flex 2 Camera (offline) Model: 11529

4. Axon Flex 2 Controller Model: 11532

5. Axon Flex 2 USB Sync Cable Model: 11534

6. Axon Flex 2 Coiled Cable, Straight to Right Angle, 48″ (1.2 m)

7. Axon Flex 2 Camera Mounts:
   - Oakley Flak Jacket Kit Model: 11544
   - Collar Mount Model: 11545
   - Oakley Clip Model: 11554
   - Epaulette Mount Model: 11546
   - Ballcap Mount Model: 11547
   - Ballistic Vest Mount Model: 11555

8. Universal Helmet Mount Model: 11548

9. Axon Air System with Axon Evidence (Evidence.com) 5-Year License Model: 12332

10. Axon Body 2 Camera Model: 74001

11. Axon Flex 2 Controller and Axon Body 2 Camera Mounts:
    - Z-Bracket, Men's, Axon RapidLock Model: 74018
    - Z-Bracket, Women's Axon RapidLock Model: 74019
    - Magnet, Flexible, Axon RapidLock Model: 74020
    - Magnet, Outerwear, Axon RapidLock Model: 74021
    - Small Pocket, 4″ (10.1 cm), Axon RapidLock Model: 74022
    - Large Pocket, 6″ (15.2 cm), Axon RapidLock Model: 74023
    - MOLLE Mount, Single, Axon RapidLock Model: 11507
    - MOLLE Mount, Double, Axon RapidLock Model: 11508
    - Belt Clip Mount, Axon RapidLock Model: 11509

12. Axon Fleet Camera
    - Axon Fleet 2 Front Camera: 71079
    - Axon Fleet 2 Front Camera Mount: 71080
    - Axon Fleet 2 Rear Camera: 71081
    - Axon Fleet 2 Rear Camera Controller: 71082
    - Axon Fleet 2 Rear Camera Controller Mount: 71083
    - Axon Fleet Battery System: 74024
    - Axon Fleet Bluetooth Dongle: 74027
    - Axon Fleet 3 Dual View Camera: 72000
    - Axon Fleet 3 Interior Camera: 72037
    - Axon Fleet Hub: 72010

13. Axon Signal Unit Model: 70112

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14. Axon Dock Models:
    - Axon Body 3 Dock – 8-Bay Model AX1026
    - Axon Body 3 Dock – 1-Bay Model AX1027
    - Power cord for Axon Body 3 6-Bay and Axon Body 2 6-Bay and 1-Bay Docks Model: 71019
    - Axon Dock – Individual Bay and Core for Axon Flex 2
    - Axon Dock – 6-Bay and Core for Axon Flex 2
    - Individual Bay for Axon Flex 2 Model: 11538
    - Core (compatible with all Individual Bays and 6-Bays) Model: 70027
    - Wall Mount Bracket Assembly for Axon Dock: 70033
    - Axon Dock – Individual Bay and Core for Axon Body 2 and Axon Fleet Model 74009
    - Axon Dock – 6-Bay and Core for Axon Body 2 and Axon Fleet Model 74008
    - Individual Bay for Axon Body 2 and Axon Fleet Model: 74011
    - Axon Signal Performance Power Magazine (SPPM) Model: 70116

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Axon Brand Model Numbers

1. Axon Body 3 Camera Model: 73202

2. Axon Flex 2 Cameras:
    - Axon Flex 2 Camera (online) Model: 11528
    - Axon Flex 2 Camera (offline) Model: 11529

3. Axon Flex 2 Controller Model: 11532

4. Axon Flex 2 USB Sync Cable Model: 11534

5. Axon Flex 2 Coiled Cable, Straight to Right Angle, 48″ (1.2 m)

6. Axon Flex 2 Camera Mounts:
    - Oakley Flak Jacket Kit Model: 11544
    - Collar Mount Model: 11545
    - Oakley Clip Model: 11554
    - Epaulette Mount Model: 11546
    - Ballcap Mount Model: 11547
    - Ballistic Vest Mount Model: 11555
    - Universal Helmet Mount Model: 11548

7. Axon Body 2 Camera Model: 74001

8. Axon Body 2 Camera Mounts:
    - Axon RapidLock Velcro Mount Model: 74054

9. Axon Flex 2 Controller and Axon Body 2 Camera Mounts:
    - Z-Bracket, Men’s, Axon RapidLock Model: 74018

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- Z-Bracket, Women's Axon RapidLock Model: 74019
- Magnet, Flexible, Axon RapidLock Model: 74020
- Magnet, Outerwear, Axon RapidLock Model: 74021
- Small Pocket, 4″ (10.1 cm), Axon RapidLock Model: 74022
- Large Pocket, 6″ (15.2 cm), Axon RapidLock Model: 74023
- MOLLE Mount, Single, Axon RapidLock Model: 11507
- MOLLE Mount, Double, Axon RapidLock Model: 11508
- Belt Clip Mount, Axon RapidLock Model: 11509

10. Axon Air System with Axon Evidence (Evidence.com) 5-Year License Model: 12332

11. Axon Fleet 2 Camera
    - Axon Fleet 2 Front Camera: 71079
    - Axon Fleet 2 Front Camera Mount: 71080
    - Axon Fleet 2 Rear Camera: 71081
    - Axon Fleet 2 Rear Camera Controller: 71082
    - Axon Fleet 2 Rear Camera Controller Mount: 71083
    - Axon Fleet Battery System: 74024
    - Axon Fleet Bluetooth Dongle: 74027

12. Axon Signal Unit Model: 70112

13. Axon Dock Models:
    - Axon Dock – Individual Bay and Core for Axon Flex 2
    - Axon Dock – 6-Bay and Core for Axon Flex 2
    - Individual Bay for Axon Flex 2 Model: 11538
    - Core (compatible with all Individual Bays and 6-Bays) Model: 70027
    - Wall Mount Bracket Assembly for Axon Dock: 70033
    - Axon Dock – Individual Bay and Core for Axon Body 2 and Axon Fleet Model 74009
    - Axon Dock – 6-Bay and Core for Axon Body 2 and Axon Fleet Model 74008
    - Individual Bay for Axon Body 2 and Axon Fleet Model: 74011
    - Axon Dock – 1-Bay for Axon Body 3 Model: 71104
    - Axon Dock – 8-Bay for Axon Body 3 Model: 74210
    - Axon Dock – Individual Bay for Axon Body 4 Model: 100201
    - Axon Dock – Multi-Bay for Axon Body 4 Model: 100206

TASER 7 Warranties

1. Tactical Battery Pack Model 20041

2. TASER 7 Dock and Core Warranty Model: 20042

3. TASER 7 Single Bay Dock and Core Warranty Model: 20047

Axon Product Packages

1. **Officer Safety Plan:** Includes an X2 or X26P energy weapon, Axon camera and Dock upgrade, and Evidence.com license and storage. See your Sales Representative for further details and Model numbers.

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2. **Officer Safety Plan 7**: Includes a TASER 7 energy weapon, Axon Body 3 camera, Axon Dock, Axon Camera and Dock upgrade, Axon Evidence (Evidence.com) licenses and storage, Axon Respond, and Axon Records Core.
3. **Officer Safety Plan 7 Plus**: Includes a TASER 7 energy weapon, Axon Body 3 camera, Axon Evidence (Evidence.com) licenses and storage, Axon Records Core, Axon Respond +, Axon Auto-Tagging Services, Axon Performance, Axon Citizen for Communities, Axon Redaction Assistant, and Axon Signal Sidearm.
4. **Officer Safety Plan 7 Plus Premium**: Includes a TASER 7 energy weapon, Axon Body 3 camera, Axon Evidence (Evidence.com) licenses and storage, Axon Records Core, Axon Respond +, Axon Auto-Tagging Services, Axon Performance, Axon Citizen for Communities, Axon Redaction Assistant, Axon Signal Sidearm, Axon Auto-Transcribe, Axon VR Training, and unlimited first-party and unlimited third-party storage.
5. **TASER 7 Basic:** Pays for TASER 7 program in installments over 5 years including access to Axon Evidence services for energy weapon program management.
6. **TASER 7 Certification:** Pays for TASER 7 program in installments over 5 years including access to Evidence.com for energy weapon program management, annual training cartridges, unlimited duty cartridges and online training content.
7. **TASER Certification Add-On:** Allows the agency to pay an annual fee to receive an annual allotment of training cartridges, unlimited duty cartridges and online training content.
8. **TASER 7 Certification with Virtual Reality (VR):** Pays for the TASER 7 program in installments over 5 years including access to Evidence.com for energy weapon program management, annual training cartridges, unlimited duty cartridges, online training content, and VR training.
9. **TASER 60:** Pays for X2 and X26P energy weapons and Spare Products in installments over 5 years.
10. **Unlimited Cartridge Plan:** Allows the agency to pay an annual fee to receive annual training cartridges, unlimited duty cartridges and unlimited batteries for the X2 and X26P.
11. **TASER 60 Unlimited:** Pays for X2 and X26P energy weapons and Spare Products in installments over 5 years and receive unlimited cartridges and batteries.
12. **TASER 7 Close Quarters Dock Plan:** Pays for TASER 7 Close Quarters Plan over a 5-year period in installments including access to Evidence.com for energy weapon program management, rechargeable batteries, annual cartridge shipments, unlimited duty cartridges, and access to online training.
13. **Officer Safety Plan 10**: Includes a TASER 10 energy weapon, the TASER 10 certification bundle, Axon body camera with Technology Assurance Plan (TAP),[1] Axon Evidence (Evidence.com), unlimited body camera and Axon Capture storage, Command Staff Pro license (1 per 100), Axon Signal Sidearm, Axon Standards, and Axon Respond.
14. **Officer Safety Plan 10 Plus**: Includes a TASER 10 energy weapon, the TASER 10

[1] Axon Body 3 or Axon Body 4 & Axon Dock (for cameras) hardware purchased separately. Includes two Axon camera upgrades and one camera dock upgrade, which apply to 5-year contracts only.

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certification bundle, Axon body camera with Technology Assurance Plan (TAP),[1] Axon Evidence (Evidence.com), unlimited body camera and Axon Capture storage, Command Staff Pro license (1 per 100), Axon Signal Sidearm, Axon Standards, Axon Respond, Axon Respond+, Axon Performance, Axon Community Request, Axon Investigate, Redaction Assistant, auto-tagging with implementation, channel services (3), third-party video storage (100 GB), third-party video playback, and Axon Records.

15. **Officer Safety Plan 10 Premium**: Includes a TASER 10 energy weapon, the TASER 10 certification bundle, Axon body camera with Technology Assurance Plan (TAP),[1] Axon Evidence (Evidence.com), unlimited body camera and Axon Capture storage, Command Staff Pro license (1 per 100), Axon Signal Sidearm, Axon Standards, Axon Respond, Axon Respond+, Axon Performance, Axon Community Request, Axon Investigate, Redaction Assistant, auto-tagging with implementation, channel services (unlimited), third-party video storage (100 GB), third-party video playback, Axon Records, Axon VR training, Axon Auto-Transcribe, and My90 by Axon.
16. **TASER 10 Basic:** Pays for the TASER 10 program in installments over 5 years including access to Axon Evidence services for energy weapon program management.
17. **TASER 10 Certification:** Pays for TASER 10 program in installments over 5 years including access to Evidence.com for energy weapon program management, annual training cartridges, unlimited duty cartridges and online training content.
18. **TASER 10 Certification with Virtual Reality (VR):** Pays for the TASER 10 program in installments over 5 years including access to Evidence.com for energy weapon program management, annual training cartridges, unlimited duty cartridges, online training content, and VR training.
19. **Axon Core:** Pays for the TASER 7 CQ, TASER Dock, weapon Axon Evidence license, training and duty cartridges, Axon Body 3 camera, Professional Axon Evidence license, unlimited storage, camera hardware upgrade every 2.5 years, Axon Respond, Axon Signal Sidearm, , and auto tagging.
20. **Axon Core+**: Pays for the TASER 7 energy weapon, TASER Dock, weapon Axon Evidence license, training and duty cartridges, Axon Body 3 camera, Professional Axon Evidence license, unlimited storage, camera hardware upgrade every 2.5 years, Axon Respond, Axon Signal Sidearm, , and auto tagging.
21. **Corrections Officer Safety Plan**: Includes a TASER 7 energy weapon, Axon Body 3 Camera, Axon Dock, Axon Camera and Dock Upgrade, Axon Evidence Licenses and unlimited Axon storage.
22. **Corrections Post OSP**: Includes one TASER 7 energy weapon for every two licenses, one Axon Body 3 Camera for every two licenses, Axon Dock, Axon Camera and Dock Upgrade, Axon Evidence Licenses and unlimited Axon storage for each license.

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SOLE AUTHORIZED DISTRIBUTOR FOR AXON BRAND CAMERAS AND TASER BRAND ENERGY WEAPON PRODUCTS	SOLE AUTHORIZED REPAIR FACILITY FOR AXON BRAND CAMERAS AND TASER BRAND ENERGY WEAPON PRODUCTS
Axon Enterprise, Inc. **17800 N. 85th Street, Scottsdale, AZ 85255** **Phone: 800-978-2737** **Fax: 480-991-0791**	**Axon Enterprise, Inc.** **17800 N. 85th Street, Scottsdale, AZ 85255** **Phone: 800-978-2737** **Fax: 480-991-0791**

Please contact your local Axon sales representative or call us at 1-800-978-2737 with any questions.

Sincerely,

Josh Isner
President
Axon Enterprise, Inc.

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The Delta Logo, the Axon + Delta Logo, Axon, Axon Fleet, Axon Respond, Axon Citizen, Axon Evidence, Axon Flex, Axon Interview, Axon Records, Axon Respond, X2, X26P, TASER 7, TASER 10, TASER, and the Lightning Bolt in Circle Logo are trademarks of Axon Enterprise, Inc., some of which are registered in the US and other countries. For more information, visit www.axon.com/legal. All rights reserved. © 2023 Axon Enterprise, Inc.

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Q-673322-45905AS

Issued: 09/05/2025

Quote Expiration: 08/31/2025

Estimated Contract Start Date: 12/01/2025

Account Number: 478901

Payment Terms:

Mode of Delivery: UPS-GND

Credit/Debit Amount: $0.00

SHIP TO	BILL TO	SALES REPRESENTATIVE	PRIMARY CONTACT
Oakley Police Dept. - CA 3231 Main St Oakley, CA 94561-3147 USA	Oakley Police Dept. - CA 3231 Main St Oakley CA 94561-3147 USA Email:	Adam Smith Phone: 602-751-1798 Email: asmith@axon.com Fax: (480) 463-2201	Robert Roberts Phone: 925 625-8825 Email: roberts@ci.oakley.ca.us Fax:

Quote Summary

Program Length	60 Months
TOTAL COST	$563,151.46
ESTIMATED TOTAL W/ TAX	$584,138.20

Discount Summary

Average Savings Per Year	$47,343.48
TOTAL SAVINGS	$236,717.39

Payment Summary

Date	Subtotal	Tax	Total
Nov 2025	$111,989.18	$4,192.03	$116,181.21
Nov 2026	$112,790.57	$4,198.70	$116,989.27
Nov 2027	$112,790.57	$4,198.70	$116,989.27
Nov 2028	$112,790.57	$4,198.70	$116,989.27
Nov 2029	$112,790.57	$4,198.61	$116,989.18
Total	**$563,151.46**	**$20,986.74**	**$584,138.20**

Quote Unbundled Price:	**$799,898.10**
Quote List Price:	**$673,364.70**
Quote Subtotal:	**$563,151.46**

Pricing

All deliverables are detailed in Delivery Schedules section lower in proposal

Item	Description	Qty	Term	Unbundled	List Price	Net Price	Subtotal	Tax	Total
Program									
100553	TRANSFER CREDIT - SOFTWARE AND SERVICES	1			$1.00	($10,008.09)	($10,008.09)	$0.00	($10,008.09)
100552	TRANSFER CREDIT - GOODS	1			$1.00	($1.25)	($1.25)	($0.11)	($1.36)
M00031	BUNDLE - OFFICER SAFETY PLAN 10	44	60	$275.18	$227.49	$209.29	$552,525.60	$20,743.35	$573,268.95
BWCamMBDTAP	Body Worn Camera Multi-Bay Dock TAP Bundle	1	60	$73.05	$62.52	$57.52	$3,451.20	$243.50	$3,694.70
A la Carte Hardware									
H00002	AB4 Multi Bay Dock Bundle	7			$1,638.90	$0.00	$0.00	$0.00	$0.00
H00001	AB4 Camera Bundle	44			$899.00	$0.00	$0.00	$0.00	$0.00
A la Carte Software									
BasicLicense	Basic License Bundle	8	60		$16.27	$16.25	$7,800.00	$0.00	$7,800.00
A la Carte Services									
101208	AXON TASER 10 - 2 DAY INSTRUCTOR COURSE - INSIDE SALES	1			$2,700.00	$2,484.00	$2,484.00	$0.00	$2,484.00
20379	AXON VR - PSO - FULL INSTALLATION - INSIDE SALES	1			$7,500.00	$6,900.00	$6,900.00	$0.00	$6,900.00
Total							**$563,151.46**	**$20,986.74**	**$584,138.20**

Delivery Schedule

Hardware

Bundle	Item	Description	QTY	Shipping Location	Estimated Delivery Date
AB4 Camera Bundle	100147	AXON BODY 4 - CAMERA - NA US FIRST RESPONDER BLK RAPIDLOCK	1	1	11/01/2025
AB4 Camera Bundle	100147	AXON BODY 4 - CAMERA - NA US FIRST RESPONDER BLK RAPIDLOCK	44	1	11/01/2025
AB4 Camera Bundle	100466	AXON BODY 4 - CABLE - USB-C TO USB-C	49	1	11/01/2025
AB4 Camera Bundle	100775	AXON BODY 4 - MAGNETIC DISCONNECT CABLE	49	1	11/01/2025
AB4 Camera Bundle	74028	AXON BODY - MOUNT - WING CLIP RAPIDLOCK	49	1	11/01/2025
AB4 Multi Bay Dock Bundle	100206	AXON BODY 4 - 8 BAY DOCK	7	1	11/01/2025
AB4 Multi Bay Dock Bundle	70033	AXON - DOCK WALL MOUNT - BRACKET ASSY	7	1	11/01/2025
AB4 Multi Bay Dock Bundle	71019	AXON BODY - DOCK POWERCORD - NORTH AMERICA	7	1	11/01/2025
BUNDLE - OFFICER SAFETY PLAN 10	100126	AXON VR - TACTICAL BAG	1	1	11/01/2025
BUNDLE - OFFICER SAFETY PLAN 10	100390	AXON TASER 10 - HANDLE - YELLOW CLASS 3R	1	2	11/01/2025
BUNDLE - OFFICER SAFETY PLAN 10	100390	AXON TASER 10 - HANDLE - YELLOW CLASS 3R	44	2	11/01/2025
BUNDLE - OFFICER SAFETY PLAN 10	100394	AXON TASER 10 - MAGAZINE - HALT TRAINING BLUE	4	1	11/01/2025
BUNDLE - OFFICER SAFETY PLAN 10	100396	AXON TASER 10 - MAGAZINE - INERT RED	1	1	11/01/2025
BUNDLE - OFFICER SAFETY PLAN 10	100399	AXON TASER 10 - CARTRIDGE - LIVE	660	1	11/01/2025
BUNDLE - OFFICER SAFETY PLAN 10	100400	AXON TASER 10 - CARTRIDGE - HALT	310	1	11/01/2025
BUNDLE - OFFICER SAFETY PLAN 10	100401	AXON TASER 10 - CARTRIDGE - INERT	20	1	11/01/2025

Hardware

Bundle	Item	Description	QTY	Shipping Location	Estimated Delivery Date
BUNDLE - OFFICER SAFETY PLAN 10	100591	AXON TASER - CLEANING KIT	1	1	11/01/2025
BUNDLE - OFFICER SAFETY PLAN 10	100611	AXON TASER 10 - SAFARILAND HOLSTER - RH	4	1	11/01/2025
BUNDLE - OFFICER SAFETY PLAN 10	100613	AXON TASER 10 - SAFARILAND HOLSTER - LH	40	1	11/01/2025
BUNDLE - OFFICER SAFETY PLAN 10	100623	ENHANCED HOOK-AND-LOOP TRAINING (HALT) SUIT (V2)	1	1	11/01/2025
BUNDLE - OFFICER SAFETY PLAN 10	100681	AXON SIGNAL - SIDEARM SENSOR ONLY	44	1	11/01/2025
BUNDLE - OFFICER SAFETY PLAN 10	100748	AXON VR - CONTROLLER - TASER 10	1	1	11/01/2025
BUNDLE - OFFICER SAFETY PLAN 10	101122	AXON VR - HOLSTER - T10 SAFARILAND GRAY - RH	1	1	11/01/2025
BUNDLE - OFFICER SAFETY PLAN 10	101455	AXON TASER 10 - REPLACEMENT TOOL KIT - INTERPOSER BUCKET	1	1	11/01/2025
BUNDLE - OFFICER SAFETY PLAN 10	101456	AXON TASER 10 - REPLACEMENT INTERPOSER BUCKET	1	1	11/01/2025
BUNDLE - OFFICER SAFETY PLAN 10	20018	AXON TASER - BATTERY PACK - TACTICAL	1	1	11/01/2025
BUNDLE - OFFICER SAFETY PLAN 10	20018	AXON TASER - BATTERY PACK - TACTICAL	44	1	11/01/2025
BUNDLE - OFFICER SAFETY PLAN 10	20018	AXON TASER - BATTERY PACK - TACTICAL	9	1	11/01/2025
BUNDLE - OFFICER SAFETY PLAN 10	70033	AXON - DOCK WALL MOUNT - BRACKET ASSY	1	1	11/01/2025
BUNDLE - OFFICER SAFETY PLAN 10	71019	AXON BODY - DOCK POWERCORD - NORTH AMERICA	1	1	11/01/2025
BUNDLE - OFFICER SAFETY PLAN 10	71044	AXON SIGNAL - BATTERY - CR2430 SINGLE PACK	88	1	11/01/2025
BUNDLE - OFFICER SAFETY PLAN 10	74200	AXON TASER - DOCK - SIX BAY PLUS CORE	1	1	11/01/2025
BUNDLE - OFFICER SAFETY PLAN 10	80087	AXON TASER - TARGET - CONDUCTIVE PROFESSIONAL RUGGEDIZED	1	1	11/01/2025
BUNDLE - OFFICER SAFETY PLAN 10	80090	AXON TASER - TARGET FRAME - PROFESSIONAL 27.5 IN X 75 IN	1	1	11/01/2025
BUNDLE - OFFICER SAFETY PLAN 10	100400	AXON TASER 10 - CARTRIDGE - HALT	220	1	11/01/2026
BUNDLE - OFFICER SAFETY PLAN 10	100400	AXON TASER 10 - CARTRIDGE - HALT	220	1	11/01/2027
Body Worn Camera Multi-Bay Dock TAP Bundle	73689	AXON BODY - TAP REFRESH 1 - DOCK MULTI BAY	1	1	05/01/2028
BUNDLE - OFFICER SAFETY PLAN 10	101012	AXON VR - TAP REFRESH 1 - CONTROLLER	1	1	05/01/2028
BUNDLE - OFFICER SAFETY PLAN 10	20373	AXON VR - TAP REFRESH 1 - HEADSET	1	1	05/01/2028
BUNDLE - OFFICER SAFETY PLAN 10	73309	AXON BODY - TAP REFRESH 1 - CAMERA	45	1	05/01/2028
BUNDLE - OFFICER SAFETY PLAN 10	73689	AXON BODY - TAP REFRESH 1 - DOCK MULTI BAY	6	1	05/01/2028
BUNDLE - OFFICER SAFETY PLAN 10	100400	AXON TASER 10 - CARTRIDGE - HALT	220	1	11/01/2028
BUNDLE - OFFICER SAFETY PLAN 10	100400	AXON TASER 10 - CARTRIDGE - HALT	220	1	11/01/2029
Body Worn Camera Multi-Bay Dock TAP Bundle	73688	AXON BODY - TAP REFRESH 2 - DOCK MULTI BAY	1	1	11/01/2030
BUNDLE - OFFICER SAFETY PLAN 10	73310	AXON BODY - TAP REFRESH 2 - CAMERA	45	1	11/01/2030
BUNDLE - OFFICER SAFETY PLAN 10	73688	AXON BODY - TAP REFRESH 2 - DOCK MULTI BAY	6	1	11/01/2030

Software

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
Basic License Bundle	73683	AXON EVIDENCE - STORAGE - 10GB A LA CARTE	8	12/01/2025	11/30/2030
Basic License Bundle	73840	AXON EVIDENCE - ECOM LICENSE - BASIC	8	12/01/2025	11/30/2030
BUNDLE - OFFICER SAFETY PLAN 10	101180	AXON TASER - DATA SCIENCE PROGRAM	44	12/01/2025	11/30/2030
BUNDLE - OFFICER SAFETY PLAN 10	101703	AXON VR - USER ACCESS - TASER SKILLS	44	12/01/2025	11/30/2030
BUNDLE - OFFICER SAFETY PLAN 10	20248	AXON TASER - EVIDENCE.COM LICENSE	1	12/01/2025	11/30/2030
BUNDLE - OFFICER SAFETY PLAN 10	20248	AXON TASER - EVIDENCE.COM LICENSE	44	12/01/2025	11/30/2030
BUNDLE - OFFICER SAFETY PLAN 10	73447	AXON FUSUS - LICENSE - PLUS USER	44	12/01/2025	11/30/2030
BUNDLE - OFFICER SAFETY PLAN 10	73449	AXON BODY - LICENSE - DEVICE CONNECTIVITY	44	12/01/2025	11/30/2030
BUNDLE - OFFICER SAFETY PLAN 10	73638	AXON STANDARDS - LICENSE	44	12/01/2025	11/30/2030
BUNDLE - OFFICER SAFETY PLAN 10	73683	AXON EVIDENCE - STORAGE - 10GB A LA CARTE	440	12/01/2025	11/30/2030
BUNDLE - OFFICER SAFETY PLAN 10	73686	AXON EVIDENCE - STORAGE - UNLIMITED (AXON DEVICE)	44	12/01/2025	11/30/2030
BUNDLE - OFFICER SAFETY PLAN 10	73746	AXON EVIDENCE - ECOM LICENSE - PRO	44	12/01/2025	11/30/2030

Services

Bundle	Item	Description	QTY
BUNDLE - OFFICER SAFETY PLAN 10	100751	AXON TASER 10 - REPLACEMENT ACCESS PROGRAM - DUTY CARTRIDGE	44
BUNDLE - OFFICER SAFETY PLAN 10	101193	AXON TASER - ON DEMAND CERTIFICATION	44
A la Carte	101208	AXON TASER 10 - 2 DAY INSTRUCTOR COURSE - INSIDE SALES	1
A la Carte	20379	AXON VR - PSO - FULL INSTALLATION - INSIDE SALES	1

Warranties

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
Body Worn Camera Multi-Bay Dock TAP Bundle	80465	AXON BODY - TAP WARRANTY - MULTI BAY DOCK	1	11/01/2026	11/30/2030
BUNDLE - OFFICER SAFETY PLAN 10	100704	AXON TASER 10 - EXT WARRANTY - HANDLE	44	11/01/2026	11/30/2030
BUNDLE - OFFICER SAFETY PLAN 10	100704	AXON TASER 10 - EXT WARRANTY - HANDLE	1	11/01/2026	11/30/2030
BUNDLE - OFFICER SAFETY PLAN 10	101007	AXON VR - EXT WARRANTY - CONTROLLER	1	11/01/2026	11/30/2030
BUNDLE - OFFICER SAFETY PLAN 10	80374	AXON TASER - EXT WARRANTY - BATTERY PACK T7/T10	9	11/01/2026	11/30/2030
BUNDLE - OFFICER SAFETY PLAN 10	80374	AXON TASER - EXT WARRANTY - BATTERY PACK T7/T10	44	11/01/2026	11/30/2030
BUNDLE - OFFICER SAFETY PLAN 10	80374	AXON TASER - EXT WARRANTY - BATTERY PACK T7/T10	1	11/01/2026	11/30/2030
BUNDLE - OFFICER SAFETY PLAN 10	80396	AXON TASER - EXT WARRANTY - DOCK SIX BAY T7/T10	1	11/01/2026	11/30/2030
BUNDLE - OFFICER SAFETY PLAN 10	80464	AXON BODY - TAP WARRANTY - CAMERA	44	11/01/2026	11/30/2030
BUNDLE - OFFICER SAFETY PLAN 10	80464	AXON BODY - TAP WARRANTY - CAMERA	1	11/01/2026	11/30/2030
BUNDLE - OFFICER SAFETY PLAN 10	80465	AXON BODY - TAP WARRANTY - MULTI BAY DOCK	6	11/01/2026	11/30/2030

Shipping Locations

Location Number	Street	City	State	Zip	Country
1	3231 Main St	Oakley	CA	94561-3147	USA
2	3231 Main St	Oakley	CA	94561-3147	USA
2	3231 Main St	Oakley	CA	94561-3147	USA

Payment Details

Nov 2025

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Transfer Credits	100552	TRANSFER CREDIT - GOODS	1	($1.25)	($0.11)	($1.36)
Transfer Credits	100553	TRANSFER CREDIT - SOFTWARE AND SERVICES	1	($10,008.09)	$0.00	($10,008.09)
Upfront Hardware and PSO	101208	AXON TASER 10 - 2 DAY INSTRUCTOR COURSE - INSIDE SALES	1	$2,484.00	$0.00	$2,484.00
Upfront Hardware and PSO	20379	AXON VR - PSO - FULL INSTALLATION - INSIDE SALES	1	$6,900.00	$0.00	$6,900.00
Upfront Hardware and PSO	H00001	AB4 Camera Bundle	44	$0.00	$0.00	$0.00
Upfront Hardware and PSO	H00002	AB4 Multi Bay Dock Bundle	7	$0.00	$0.00	$0.00
Year 1	BasicLicense	Basic License Bundle	8	$1,558.05	$0.00	$1,558.05
Year 1	BWCamMBDTAP	Body Worn Camera Multi-Bay Dock TAP Bundle	1	$689.38	$48.64	$738.02
Year 1	M00031	BUNDLE - OFFICER SAFETY PLAN 10	44	$110,367.09	$4,143.50	$114,510.59
Total				**$111,989.18**	**$4,192.03**	**$116,181.21**

Dec 2025

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Invoice Upon Fulfillment	M00031	BUNDLE - OFFICER SAFETY PLAN 10	44	$0.00	$0.00	$0.00
Total				**$0.00**	**$0.00**	**$0.00**

Nov 2026

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 2	BasicLicense	Basic License Bundle	8	$1,560.49	$0.00	$1,560.49
Year 2	BWCamMBDTAP	Body Worn Camera Multi-Bay Dock TAP Bundle	1	$690.45	$48.72	$739.17
Year 2	M00031	BUNDLE - OFFICER SAFETY PLAN 10	44	$110,539.63	$4,149.98	$114,689.61
Total				**$112,790.57**	**$4,198.70**	**$116,989.27**

Nov 2027

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 3	BasicLicense	Basic License Bundle	8	$1,560.49	$0.00	$1,560.49
Year 3	BWCamMBDTAP	Body Worn Camera Multi-Bay Dock TAP Bundle	1	$690.45	$48.72	$739.17
Year 3	M00031	BUNDLE - OFFICER SAFETY PLAN 10	44	$110,539.63	$4,149.98	$114,689.61
Total				**$112,790.57**	**$4,198.70**	**$116,989.27**

Nov 2028

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 4	BasicLicense	Basic License Bundle	8	$1,560.49	$0.00	$1,560.49
Year 4	BWCamMBDTAP	Body Worn Camera Multi-Bay Dock TAP Bundle	1	$690.45	$48.72	$739.17

Nov 2028						
Invoice Plan	**Item**	**Description**	**Qty**	**Subtotal**	**Tax**	**Total**
Year 4	M00031	BUNDLE - OFFICER SAFETY PLAN 10	44	$110,539.63	$4,149.98	$114,689.61
Total				**$112,790.57**	**$4,198.70**	**$116,989.27**

Nov 2029						
Invoice Plan	**Item**	**Description**	**Qty**	**Subtotal**	**Tax**	**Total**
Year 5	BasicLicense	Basic License Bundle	8	$1,560.49	$0.00	$1,560.49
Year 5	BWCamMBDTAP	Body Worn Camera Multi-Bay Dock TAP Bundle	1	$690.45	$48.70	$739.15
Year 5	M00031	BUNDLE - OFFICER SAFETY PLAN 10	44	$110,539.63	$4,149.91	$114,689.54
Total				**$112,790.57**	**$4,198.61**	**$116,989.18**

Tax is estimated based on rates applicable at date of quote and subject to change at time of invoicing. If a tax exemption certificate should be applied, please submit prior to invoicing.

Standard Terms and Conditions

Axon Enterprise Inc. Sales Terms and Conditions

Axon Master Services and Purchasing Agreement:

This Quote is limited to and conditional upon your acceptance of the provisions set forth herein and Axon's Master Services and Purchasing Agreement (posted at https://www.axon.com/sales-terms-and-conditions), as well as the attached Statement of Work (SOW) for Axon Fleet and/or Axon Interview Room purchase, if applicable. In the event you and Axon have entered into a prior agreement to govern all future purchases, that agreement shall govern to the extent it includes the products and services being purchased and does not conflict with the Axon Customer Experience Improvement Program Appendix as described below.

ACEIP:

The Axon Customer Experience Improvement Program Appendix, which includes the sharing of de-identified segments of Agency Content with Axon to develop new products and improve your product experience (posted at www.axon.com/legal/sales-terms-and-conditions), is incorporated herein by reference. By signing below, you agree to the terms of the Axon Customer Experience Improvement Program.

Acceptance of Terms:

Any purchase order issued in response to this Quote is subject solely to the above referenced terms and conditions. By signing below, you represent that you are lawfully able to enter into contracts. If you are signing on behalf of an entity (including but not limited to the company, municipality, or government agency for whom you work), you represent to Axon that you have legal authority to bind that entity. If you do not have this authority, please do not sign this Quote.

Exceptions to Standard Terms and Conditions

Agency has existing contract(s) originated via Quote(s):

Q-277178, Q-297608, Q-302079, Q-309434, Q-402437, Q-470841, Q-513458, Q-526007

Agency is terminating those contracts effective 12/1/2025 Any changes in this date will result in modification of the program value which may result in additional fees or credits due to or from Axon.

The parties agree that Axon is applying a Net Transfer Credit of -$10,009.34

Any credits contained in this quote are contingent upon payment in full of the following amounts:

Q-309434 - INUS302675 - 12/2/2024 - $93,161.70

100% discounted body-worn camera and docking station hardware contained in this quote reflects a TAP replacement for hardware purchased under existing quotes aforementioned above. All TAP obligations from this contract will be considered fulfilled upon execution of this quote.

_____ _____

Signature Date Signed

9/5/2025



RESOLUTION NO. XX-25

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OAKLEY AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT WITH AXON ENTERPRISE, INC. FOR THE PURCHASE OF BODY-WORN CAMERAS, TASERS, AND USE OF THE DIGITAL EVIDENCE SYSTEM FOR THE OAKLEY POLICE DEPARTMENT.

BE IT RESOLVED by the City Council of the City of Oakley that the City Manager is hereby authorized and directed to sign on behalf of the City a certain Agreement with Axon Enterprise, Inc. for the purchase of 44 Conducted Energy Weapons, including digital evidence storage for Body Worn Cameras; with payments spread out over five years; and, an exact copy of said Agreement is attached hereto.

BE IT FURTHER RESOLVED that the City Council appropriates funds from the General Fund's Fund Balance and authorizes the use of these appropriated funds required to complete the terms of the Agreement.

PASSED AND ADOPTED by the City Council of the City of Oakley this 23rd day of September 2025 by the following vote:

AYES:
NOES:
ABSTENTION:
ABSENT:

APPROVED:

_____
Shannon Shaw, Mayor

ATTEST:

_____
Kim Snodgrass, City Clerk

_____
Date

DATE: September 23, 2025

Approved and Forwarded to the City Council

TO: Joshua McMurray, City Manager

FROM: Ken Strelo, Community Development Director

SUBJECT: General Plan Amendment in Compliance with AB 2140 (GPA 2025-002) - Adopt a resolution approving a General Plan Amendment (GPA 2025-002) amending the Community Health and Safety Element of the City of Oakley General Plan with text amendments to adopt by reference, and add summary text in relation to, the 2024 Hazard Mitigation Plan – City of Oakley Annex in compliance with Assembly Bill 2140 (2006)

Summary

This is a City-initiated request for a General Plan Amendment (GPA 2025-002) to amend the Community Health and Safety Element of the City of Oakley ("City") General Plan ("General Plan") with text amendments to adopt by reference, and add summary text in relation to, the 2024 Hazard Mitigation Plan - City of Oakley Annex in compliance with Assembly Bill 2140 (2006) ("Project"). If adopted, this action would constitute the first amendment to the Safety Element of the General Plan in 2025.

Background and Discussion

LOCAL HAZARD MITIGATION PLAN

Throughout 2024, City Staff worked with Contra Costa County and other local jurisdictions to update the 2018 Contra Costa County Local Hazard Mitigation Plan ("County LHMP") in accordance with 44 CFR section 201.6(a)(4) which allows for local governments to work together to create a multi-jurisdictional plan. Each respective city created their own LHMP to be included in the County LHMP as separate annexes.

The City of Oakley Annex ("Annex") was led by the Assistant City Manager with the assistance and cooperation of several Department Heads, Division Managers and Staff, as well as review and input from County Staff. The Annex identifies mitigation goals and actions to reduce or eliminate long-term risk to people and property in the City of Oakley from the impacts of future hazards and disasters. On February 11, 2025, the City Council unanimously adopted Resolution No. 21-25 adopting the 2024 Contra Costa County Local Hazard Mitigation Plan – City of Oakley Annex.

AB 2140

In 2006, the Legislature passed California Assembly Bill No. 2140 (AB 2140), allowing California counties and cities to be considered for additional state cost-share funding on eligible Public Assistance projects if they adopt their FEMA-

approved Local Hazard Mitigation Plan (LHMP) into the Community Health and Safety Element of their General Plan. AB 2140 is not a requirement; it is an optional state incentive to help counties and cities become more resilient to natural hazards. Amending the Community Health and Safety Element of the General Plan with text amendments to incorporate the 2024 City of Oakley Annex by reference and adding summary text relating to the Oakley Annex will bring the City into compliance with AB 2140, allowing Oakley to be considered for additional funding on eligible Public Assistance projects.

The California Disaster Assistance Act ("CDAA") authorizes the California Governor's Office of Emergency Services (CalOES) to provide state financial assistance to local governments for disaster-related costs related to disaster events and certain emergency activities undertaken in response to a state of emergency proclaimed by the Governor. The amount of assistance is capped at 75% of the total recovery costs. Compliance with AB 2140 would allow CalOES to provide financial assistance on a portion or all the remaining 25% of the recovery costs (i.e. the local share costs).

City of Oakley General Plan

On January 11, 2022, the City Council adopted the City of Oakley General Plan Focused General Plan Update ("General Plan"). The Community Health and Safety Element, Chapter 8, of the General Plan (hereinafter referred to as "Element") includes discussion on "Public Protection and Disaster Planning." Specifically, the Element mentions how disaster planning is conducted at countywide, multi-county, or regional levels. It also includes mention of the Contra Costa LHMP and how the Element incorporates local programs to reduce the exposure of the community to unreasonable risks associated with hazards addressed in the LHMP. Staff is proposing this section be updated to reflect summarized text and adopt by reference the adopted 2024 Oakley Annex into the City of Oakley General Plan. A tracked changes version of these text amendments is included as Attachment 2 to this Staff Report. An active hyperlink and full URL is included in the text being added to the General Plan to help direct readers to the Oakley Annex document.

Planning Commission Recommendation

On August 8, 2025, the City of Oakley Planning Commission adopted Planning Commission Resolution No. 10-25, recommending the City Council adopt a resolution approving this General Plan Amendment. The vote was 4 ayes, 0 noes, 0 abstentions, and 1 absent. A copy of Planning Commission Resolution No 10-25 is attached to this Staff Report as Attachment 3 for reference.

Analysis

The 2024 Oakley Annex has already been adopted by the City Council. This action only results in a net-positive for the City of Oakley. This is a minor text amendment to the General Plan resulting in potentially significant cost savings to the City and by extension, Oakley residents, in the event of a disaster requiring recovery efforts. Compliance with AB 2140 would mean General Funds or reserve funds that may otherwise be required for local-share costs for disaster recovery could be retained should CalOES cover a portion or all the local-share costs.

Since the 2024 Oakley Annex will be adopted into the General Plan by reference in its entirety, there is no need to modify or add additional goals, policies or programs to the Element. Also, state law allows local jurisdictions to amend each of their respective General Plan elements up to four times per year. This will be the first amendment to the Community Health and Safety Element for year 2025. There are no other planned amendments to this Element for this year, and Staff is not concerned that this amendment will jeopardize future unforeseen amendment requirements that could arise.

California Environmental Quality Act

The proposed text amendment is exempt from CEQA, pursuant to CEQA Guidelines section 15061(b)(3), because it can be seen with certainty that a text amendment to the General Plan adopting the 2024 Oakley LHMP by reference and adding summary text does not have the potential for causing a significant effect on the environment.

Consistency with the Oakley Strategic Plan 27+

Amending the General Plan to incorporate the 2024 Oakley Annex by reference; thereby, bringing the City into compliance with the optional AB 2140 and making the City eligible to receive additional disaster relief funds is consistent with the Finance and Fiscal Responsibility Goal of the City of Oakley Strategic Plan 2022-2027+.

Fiscal Impact

There is no fiscal impact associated with this General Plan Amendment request aside from one-time costs related to Staff time and materials to prepare this report, which are covered by the General Fund. Potential future fiscal impacts could only result in a net-positive to the City's General Fund or reserve funds through further eligibility for additional state disaster relief funds.

Staff Recommendation

Staff recommends the City Council adopt a resolution approving a General Plan Amendment (GPA 2025-002) amending the Community Health and Safety Element

of the City of Oakley General Plan with text amendments to adopt by reference, and add summary text in relation to, the 2024 Hazard Mitigation Plan - City of Oakley Annex in compliance with Assembly Bill 2140 (2006) and finding the action exempt from CEQA pursuant to CEQA Guidelines Section 15061(b)(3).

Attachments

1. Notice of Public Hearing
2. Tracked Changes to the Oakley General Plan
3. Planning Commission Resolution No. 10-25
4. Proposed Resolution

Available Online or in the City Clerk's Reading File

- 2024 Hazard Mitigation Plan – City of Oakley Annex: www.oakleyca.gov/LHMP (PDF)
- City of Oakley General Plan, adopted January 11, 2022 www.oakleyca.gov/GeneralPlan (PDF)

OAKLEY
CALIFORNIA

NOTICE OF PUBLIC HEARING

Notice is hereby given that on **September 23, 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 purposes of considering an application as described below:

Project Name: General Plan Amendment in Compliance with AB 2140 (GPA 2025-002)

Project Location: Citywide

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

Request: This is a City-initiated request for a General Plan Amendment (GPA 2025-002) to amend the Community Health and Safety Element of the City of Oakley ("City") General Plan ("General Plan") with text amendments to adopt by reference, and add summary text in relation to, the 2024 Hazard Mitigation Plan - City of Oakley Annex in compliance with Assembly Bill 2140 (2006) ("Project"). If adopted, this action would constitute the first amendment to the Safety Element of the General Plan in 2025.

How to Review: The Staff Report and its attachments will be available for public review, on or before **September 18, 2025** at City Hall, 3231 Main Street, Oakley, CA 94561 or online at https://www.oakleyca.gov/129/Agendas-Minutes by navigating to the **September 23, 2025 City Council** agenda and clicking the project title link. Interested persons are invited to submit written comments prior to and may testify at the public hearing. Written comments may be submitted to Ken Strelo, Community Development Director at the City of Oakley, 3231 Main Street, Oakley, CA 94561 or by email to strelo@ci.oakley.ca.us.

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

Oakley General Plan Amendment (GPA 2025-002)

Text Amendment to the Community Health and Safety Element of the Oakley General Plan Adopting by Reference and Adding Summary Text in Relation to the 2024 Hazard Mitigation Plan – City of Oakley Annex in Compliance with Assembly Bill 2140

Pages 8-17 and 8-18 of the Oakley General Plan includes a section within the Community Health and Safety Element, titled "Public Protection and Disaster Planning." That section is proposed to be amended as follows where underlined text is to be added and strikethrough text is to be deleted.

Public Protection and Disaster Planning

Hospitals, ambulance companies, and fire districts provide medical emergency services. Considerable thought and planning have gone into efforts to improve responses to day-today emergencies and planning for a general disaster response capability.

Identification of streets, house numbers, and townhouse and apartment units is a major factor hampering emergency medical response. Design of multi-story buildings rarely includes elevators or stairways that can accommodate gurneys. In the event of a disaster, many people could be affected.

A variety of State, regional, and local agencies are responsible for disaster planning, as well as for providing coordination and relief services in the event of a natural disaster. These agencies include: the Federal Emergency Management Agency (FEMA), California Office of Emergency Services; the Department of Water Resources Division of Flood Management; the Contra Costa County Office of Emergency Services; the Contra Costa County Sheriff's Office; the East Contra Costa Fire Protection District; the City of Oakley Emergency Management Organization; and the Oakley Police Department.

Generally, disaster planning is conducted at a countywide, multi-county, or regional level, with comprehensive programs established to protect persons from natural or human-caused disasters. *The Local Hazard Mitigation Plan (LHMP) for the City of Oakley planning area was developed in accordance with the Disaster Mitigation Act of 2000 (DMA 2000) and followed FEMA's Local Hazard Mitigation Plan guidance. The LHMP incorporates a process where hazards are identified and profiled, the people and facilities at risk are analyzed, and mitigation actions are developed to reduce or eliminate hazard risk. The implementation of these mitigation actions, which include both short and long-term strategies, involve planning, policy changes, programs, projects, and other activities. Oakley's LHMP was adopted by the Oakley City Council on February 11, 2025, through Resolution No. 21-25. It is adopted, by reference, into this Community Health and Safety*

Element of the Oakley General Plan and is available on the City of Oakley website at: www.oakleyca.gov/LHMP (PDF). *The Oakley LHMP is also included as an annex to the* Contra Costa County *2024 Hazard Mitigation Plan.* ~~Contra Costa County, through the Contra Costa County Local Hazard Mitigation Plan (LHMP) identifies risks associated with various types of hazards and disasters at the regional and local scale. The LHMP identifies the extent to which critical facilities, infrastructure, the population, and/or buildings in Oakley estimated to be affected under a range of hazards-related scenarios, including dam failure, earthquake, 10-year/100-year/500-year flood, landslide, and wildfire), has identified various hazards and identifies approaches for local governments to consider to address programs to address disaster planning and public protection.~~ This Community Health and Safety Element incorporates local programs to reduce the exposure of the community to unreasonable risks associated with hazards addressed in the LHMP.

Recognizing the City's responsibility to protect life and property, the City has adopted an Emergency Operations Plan that provides detailed operational and recovery actions the City will take in the event of natural hazards, such as earthquakes, floods, levee breaks, wildland fires, and extreme weather, and technological/man-made hazards, including hazardous materials release, major vehicle accident, train accident, airplane crash, civil disturbance, and terrorism.

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PLANNING COMMISSION
RESOLUTION NO. 10-25

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF OAKLEY RECOMMENDING THE CITY OF OAKLEY CITY COUNCIL ADOPT A RESOLUTION APPROVING A GENERAL PLAN AMENDMENT (GPA 2025-002) AMENDING THE COMMUNITY HEALTH AND SAFETY ELEMENT OF THE CITY OF OAKLEY GENERAL PLAN WITH TEXT AMENDMENTS TO ADOPT BY REFERENCE, AND ADD SUMMARY TEXT IN RELATION TO, THE 2024 HAZARD MITIGATION PLAN - CITY OF OAKLEY ANNEX IN COMPLIANCE WITH ASSEMBLY BILL 2140 (2006) AND FINDING THE ACTION EXEMPT FROM CEQA PURSUANT TO CEQA GUIDELINES SECTION 15061(B)(3)

FINDINGS

WHEREAS, on July 1, 1999, the incorporation of the City of Oakley took effect; and

WHEREAS, on July 1, 1999, the City Council adopted Resolution No. 03-99, adopting the Contra Costa County General Plan for the Oakley Area as its general plan; and

WHEREAS, on December 16, 2002, the City Council adopted Resolution No. 76-02, adopting the Oakley 2020 General Plan; and

WHEREAS, since the 2002 adoption of the 2020 General Plan, the City has amended the General Plan from time to time, including changes to the Land Use Map and updates to individual General Plan elements to meet requirements of state law; and

WHEREAS, this is a City-initiated request for a General Plan Amendment (GPA 2025-002) to amend the Community Health and Safety Element of the City of Oakley ("City") General Plan ("General Plan") with text amendments to adopt by reference, and add summary text in relation to, the 2024 Hazard Mitigation Plan - City of Oakley Annex in compliance with Assembly Bill 2140 (2006) ("Project"). If adopted, this action would constitute the first amendment to the Safety Element of the General Plan in 2025; and

WHEREAS, pursuant to Oakley Municipal Code ("OMC") section 2.3.020 (Powers and Duties of the Commission), the Planning Commission shall hear and make recommendations to the City Council regarding proposed amendments to the General Plan; and

WHEREAS, the 2024 Hazard Mitigation Plan - City of Oakley Annex hereinafter may be referred to as "2024 Oakley Annex," which is the City's Local Hazard Mitigation Plan ("LHMP"); and

WHEREAS, throughout 2024, City Staff worked with Contra Costa County and other local jurisdictions to update the 2018 Contra Costa County Local Hazard Mitigation Plan ("County LHMP") in accordance with 44 CFR section 201.6(a)(4) which allows for local

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governments to work together to a create a multi-jurisdictional plan. Each respective city created their own LHMP to be included in the County LHMP as separate annexes; and

WHEREAS, on February 11, 2025, the City Council unanimously adopted Resolution No. 21-25 adopting the 2024 Contra Costa County Local Hazard Mitigation Plan – City of Oakley Annex.

WHEREAS, in 2006, the Legislature passed California Assembly Bill No. 2140 (AB 2140), allowing California counties and cities to be considered for additional state cost-share funding on eligible Public Assistance projects if they adopt their FEMA-approved Local Hazard Mitigation Plan (LHMP) into the Community Health and Safety Element of their General Plan; and

WHEREAS, amending the Community Health and Safety Element of the General Plan with text amendments to incorporate the 2024 Oakley Annex by reference and adding summary text relating to the 2024 Oakley Annex will bring the City into compliance with AB 2140, allowing Oakley to be considered for additional funding on eligible Public Assistance projects; and

WHEREAS, on or before July 25, 2025, the Notice of Public Hearing for the project 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. The notice was also mailed out to outside agencies, and to parties requesting such notice. In addition, the notice was published in the East County Times newspaper; and

WHEREAS, on August 5, 2025, the Planning Commission opened the public hearing at which it received a report from City Staff, oral and written testimony from the public, and deliberated on the project. At the conclusion of its deliberations, the Planning Commission took a vote and adopted this resolution recommending the City Council adopt a resolution approving the project; and

WHEREAS, these Findings are based on the City's General Plan, the 2024 Hazard Mitigation Plan - City of Oakley Annex, AB 2140 (2006), and the information submitted to the Planning Commission at its August 5, 2025 meeting, both written and oral, as reflected in the minutes of such meetings, together with the documents contained in the file for this project (GPA 2025-002) (hereafter the "Record").

NOW, THEREFORE, on the basis of the above findings of fact and the entire Record, the Planning Commission makes the following findings in relation to a General Plan Amendment (GPA 2025-002) for text amendments to the Community Health and Safety Element of the City of Oakley General Plan, made a part of this record as an attachment to the project Staff in support of the recommended approvals:

1. **The proposed project conforms to the provisions and standards of the General Plan** in that the proposed amendment is internally consistent with all other provisions of the General Plan and does not conflict with any of the

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previously adopted Goals, Polices, and Programs of the General Plan, unless otherwise modified as a result of this update; and

2. **The proposed project is necessary to implement the goals and objectives of the General Plan** in that the current version of the General Plan was adopted prior to the City Council adoption of the 2024 Oakley Annex. The text speaks about working with the County on a Local Hazard Mitigation Plan. These amendments are necessary to bring the General Plan up to date now that the County and City have both adopted their respective Hazard Mitigation Plans; and

3. **The proposed Amendment will not be detrimental to the public interest, convenience, and general welfare of the City** in that the amendment facilitates updates to the General Plan that make the City eligible to receive addition disaster relief funds in compliance with AB 2140 (2006); and

4. **The proposed project will not cause environmental damage** in that the proposed text amendment is exempt from CEQA, pursuant to CEQA Guidelines section 15061(b)(3), because it can be seen with certainty that a text amendment to the General Plan adopting the 2024 Oakley LHMP by reference and adding summary text does not have the potential for causing a significant effect on the environment.

BE IT FURTHER RESOLVED THAT, on the basis of the foregoing Findings and the entire Record, the Planning Commission hereby recommends the City Council adopt a resolution approving a General Plan Amendment (GPA 2025-002) amending the Community Health and Safety Element of the City of Oakley General Plan with text amendments to adopt by reference, and add summary text in relation to, the 2024 Hazard Mitigation Plan - City of Oakley Annex in compliance with Assembly Bill 2140 (2006) and finding the action exempt from CEQA pursuant to CEQA Guidelines Section 15061(b)(3).

PASSED AND ADOPTED by the Planning Commission of the City of Oakley this 5th day of August 2025 by the following vote:

AYES: Chuiko, Harvey, Price, Verduzco
NOES:
ABSTENTIONS:
ABSENT: Oliveros

APPROVED:

Diego Verduzco, Chair

ATTEST:

Kim Snodgrass, City Clerk

8/6/2025
Date

RESOLUTION NO. XX-25

A RESOLUTION OF THE CITY OF OAKLEY CITY COUNCIL APPROVING A GENERAL PLAN AMENDMENT (GPA 2025-002) AMENDING THE COMMUNITY HEALTH AND SAFETY ELEMENT OF THE CITY OF OAKLEY GENERAL PLAN WITH TEXT AMENDMENTS TO ADOPT BY REFERENCE, AND ADD SUMMARY TEXT IN RELATION TO, THE 2024 HAZARD MITIGATION PLAN - CITY OF OAKLEY ANNEX IN COMPLIANCE WITH ASSEMBLY BILL 2140 (2006) AND FINDING THE ACTION EXEMPT FROM CEQA PURSUANT TO CEQA GUIDELINES SECTION 15061(B)(3)

WHEREAS, on July 1, 1999, the incorporation of the City of Oakley took effect; and

WHEREAS, on July 1, 1999, the City Council adopted Resolution No. 03-99, adopting the Contra Costa County General Plan for the Oakley Area as its general plan; and

WHEREAS, on December 16, 2002, the City Council adopted Resolution No. 76-02, adopting the Oakley 2020 General Plan; and

WHEREAS, since the 2002 adoption of the 2020 General Plan, the City has amended the General Plan from time to time, including changes to the Land Use Map and updates to individual General Plan elements to meet requirements of state law; and

WHEREAS, this is a City-initiated request for a General Plan Amendment (GPA 2025-002) to amend the Community Health and Safety Element of the City of Oakley ("City") General Plan ("General Plan") with text amendments to adopt by reference, and add summary text in relation to, the 2024 Hazard Mitigation Plan - City of Oakley Annex in compliance with Assembly Bill 2140 (2006) ("Project"). If adopted, this action would constitute the first amendment to the Safety Element of the General Plan in 2025; and

WHEREAS, the 2024 Hazard Mitigation Plan - City of Oakley Annex hereinafter may be referred to as "2024 Oakley Annex," which is the City's Local Hazard Mitigation Plan ("LHMP"); and

WHEREAS, throughout 2024, City Staff worked with Contra Costa County and other local jurisdictions to update the 2018 Contra Costa County Local Hazard Mitigation Plan ("County LHMP") in accordance with 44 CFR section 201.6(a)(4) which allows for local governments to work together to create a multi-jurisdictional plan. Each respective city created their own LHMP to be included in the County LHMP as separate annexes; and

WHEREAS, on February 11, 2025, the City Council unanimously adopted Resolution No. 21-25 adopting the 2024 Contra Costa County Local Hazard Mitigation Plan – City of Oakley Annex.

WHEREAS, in 2006, the Legislature passed California Assembly Bill No. 2140 (AB 2140), allowing California counties and cities to be considered for additional state cost-share funding on eligible Public Assistance projects if they adopt their FEMA-approved Local Hazard Mitigation Plan (LHMP) into the Community Health and Safety Element of their General Plan; and

WHEREAS, amending the Community Health and Safety Element of the General Plan with text amendments to incorporate the 2024 Oakley Annex by reference and adding summary text relating to the 2024 Oakley Annex will bring the City into compliance with AB 2140, allowing Oakley to be considered for additional funding on eligible Public Assistance projects; and

WHEREAS, on August 5, 2025, the Planning Commission held a duly noticed public hearing at which it received a report from City Staff, oral and written testimony from the public, and deliberated on the project. At the conclusion of its deliberations, the Planning Commission took a vote and adopted Planning Commission Resolution No. 10-25, recommending the City Council adopt a resolution approving the project; and

WHEREAS, on or before September 12, 2025, the Notice of Public Hearing for the project 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. The notice was also mailed out to outside agencies, and to parties requesting such notice. In addition, the notice was published in the East County Times newspaper; and

WHEREAS, on September 23, 2025, the City Council opened the public hearing at which it received a report from City Staff, oral and written testimony from the public, and deliberated on the project. At the conclusion of its deliberations, the City Council took a vote and adopted this resolution approving the project; and

WHEREAS, these Findings are based on the City's General Plan, the 2024 Hazard Mitigation Plan - City of Oakley Annex, AB 2140 (2006), and the information submitted to the City Council at its September 23, 2025 meeting, both written and oral, as reflected in the minutes of such meetings, together with the documents contained in the file for this project (GPA 2025-002) (hereafter the "Record").

NOW, THEREFORE, on the basis of the above findings of fact and the entire Record, the City Council makes the following findings in relation to a General Plan Amendment (GPA 2025-002) for text amendments to the Community Health and Safety Element of the City of Oakley General Plan, made a part of this record as an attachment to the project Staff in support of the recommended approvals:

1. **The proposed project conforms to the provisions and standards of the General Plan** in that the proposed amendment is internally consistent with all other provisions of the General Plan and does not conflict with any of the previously adopted Goals, Policies, and Programs of the General Plan, unless otherwise modified as a result of this update; and

2. **The proposed project is necessary to implement the goals and objectives of the General Plan** in that the current version of the General Plan was adopted prior to the City Council adoption of the 2024 Oakley Annex. The text speaks about working with the County on a Local Hazard Mitigation Plan. These amendments are necessary to bring the General Plan up to date now that the County and City have both adopted their respective Hazard Mitigation Plans; and

3. **The proposed Amendment will not be detrimental to the public interest, convenience, and general welfare of the City** in that the amendment facilitates updates to the General Plan that make the City eligible to receive additional disaster relief funds in compliance with AB 2140 (2006); and

4. **The proposed project will not cause environmental damage** in that the proposed text amendment is exempt from CEQA, pursuant to CEQA Guidelines section 15061(b)(3), because it can be seen with certainty that a text amendment to the General Plan adopting the 2024 Oakley LHMP by reference and adding summary text does not have the potential for causing a significant effect on the environment.

BE IT FURTHER RESOLVED THAT, on the basis of the foregoing Findings and the entire Record, the City Council hereby adopts this resolution approving a General Plan Amendment (GPA 2025-002) amending the Community Health and Safety Element of the City of Oakley General Plan with text amendments to adopt by reference, and add summary text in relation to, the 2024 Hazard Mitigation Plan - City of Oakley Annex in compliance with Assembly Bill 2140 (2006) and finding the action exempt from CEQA pursuant to CEQA Guidelines Section 15061(b)(3).

PASSED AND ADOPTED by the City Council of the City of Oakley this 23rd day of September 2025 by the following vote:

AYES:

NOES:

ABSTENSION:

ABSENT:

APPROVED:

_____
Shanno Shaw, Mayor

ATTEST:

_____ _____
Kim Snodgrass, City Clerk Date

DATE: September 23, 2025

TO: City Council

FROM: Joshua McMurray, City Manager

Approved and Forwarded to the City Council

SUBJECT: Adopt two Resolutions as follows: 1) Adopt a Resolution Approving the Design-Build Agreements with Woodland Construction Builders, Inc for the Design and Construction of the New Oakley Library and Community Center and Authorizing the City Manager to Execute the Agreements; and 2) Adopt a Resolution to Establish a Library and Community Center Project Specific Sub-Committee for the Design-Build Phase of the Project

Background and Analysis

Design-Build Agreement

The City has been working towards delivering a new Library and Community Center to the community for over two decades. The current 3,000 sq. ft library is housed within the Freedom High School library on campus, and as the community has grown over the years, the temporary library homes is no longer adequate to serve almost 50,000 Oakley residents. Over the past three plus years, the City worked with the County to deed to the City half of the O'Hara block bound by O'Hara Avenue to the west, Acme Street to the north, 2nd Street to the east and Ruby Street to the south. The City has hired multiple consultants to site plan, explore feasibility of both a library and community center as well as potential housing on the O'Hara block, assist with Request for Proposal (RFP) documents and assist with the interview and selection of a Design-Build team. In addition to that work, Staff would like to acknowledge the tremendous effort made by the Friends of the Oakley Library group with their fundraising campaign that started in 2024 and has continued into 2025. They have raised approximately $1 million dollars which will be added to the $10.5 million dollars that was allocated to Capital Improvement Program Project #318 as part of the FY24/25 budget. That means that although the desire of the City Council was to see an approximately 28,000 square foot facility, we will more than likely get a facility that is approximately 11,500 square feet but will be designed in a way that it can be added onto in future phasing as funding becomes available.

When we last discussed concepts with the City Council in November 2023, we intended to pursue a Public Private Partnership (P3) model, which in this case would allow a developer to provide the City a public facility as part of a private development project. The private development project centered around housing on the O'Hara block with the new library and community center on the Civic Center campus. Although our initial analysis was promising, as the City went through the RFP process, it became evident there was no interest from potential proposers in combining the two aspects of project. For background, the City split the RFP process into two phases, with assistance from Baker

Tilly; the first satisfied the Surplus Land Act requirements and we did not receive any proposals in response to that request. The second release of the RFP, which is attached to this report , was released on May 28th with formal responses due on July 2nd. We held a mandatory pre-proposal meeting on June 11th, where approximately 50 people representing architecture and construction firms attended. We received two proposals, one from a team of Pankow Builders and Knoll & Tam Architects and one from Woodland Construction Builders, Inc. and Siegle & Strain Architects. The two proposals did not include a P3 delivery model, did not include any proposal for housing on the O'Hara block and solely focused on the development of a new Library and Community Center on the Civic Center campus. Staff proceeded with the review of the RFPs and that review included the City Manager, Assistant City Manager, Public Works Director, Community Development Director and members from Baker Tilly. After the RFPs were reviewed, we held in-person interviews of both teams on July 30th. After the interviews, Staff and Baker Tilly convened to discuss and ultimately the team of Woodland Construction Builders, Inc. and Siegle & Strain Architects were chosen. They were chosen for two main reasons, the first being the size of the both firms being on the smaller side, which aligns well with our Team and structure along with the thought that we will get the most for our money utilizing smaller firms, and the second being the fact that this same team designed and constructed our Recreation Center, which came in on time and budget.

Since the Design-Build team has been selected, City Staff has been working with Woodland Construction Builders, Inc. on a formal agreement so that we can move forward with Phase 1 of the project. It should be noted that the project will be split into three distinct phases as follows: Phase 1 is Validation and will develop a concept design, Phase 2 is detailed design through permitting, and Phase 3 is construction. The attached standard agreement provides the broad outline of the terms and conditions of the design-build of the project. The Agreement does not yet include the full detailed schedule of the Guaranteed Maximum Price (GMP) which will come as the design further comes along and will be brought back to the Council for consideration at the appropriate time. Each phase after Phase 1 will require a contract amendment, which will need approval by the City Council. For Phase 1, the agreement includes all preliminary work and design services with a full description found in Exhibit A.1 of Form 544.

City Council Sub-committee

Similar to prior project specific sub-committee assignments, Staff is requesting the City Council establish a project specific sub-committee that will focus on this next phase of work with the Design-Build team. This would involve aspects of the public outreach component as well as initial concept design of the new facility. The sub-committee would help update the Council periodically at a regularly scheduled City Council meeting. Contrary to local standing committees, project specific subcommittees are not subject to the Brown Act because they are of limited duration, have a very specific scope and meet infrequently.

Consistency with the Oakley Strategic Plan 27+

This item is consistent with the following Goals of the Strategic Plan 27+ as follows:

1. Community and Economic Development Goal. Specifically, under the Strategic and Thoughtful Growth Objective: *Consider relocating the co-hosted City/ High School Library to* a *downtown location that can be* a *unifying location for Seniors, Youth, Veterans, and possible satellite location for County services.*

2. Community and Collaborative Partnerships goal.

Fiscal Impact

The Fiscal Impact for this item has been broken out as follows:

1. This initial phase of the work outlined in Exhibit A.1 is to not exceed $251,140. Funding has been allocated through Capital Improvement Program Project #318.

2. There is no fiscal impact associated with establishing a project specific City Council Sub-Committee for the Design-Build phase of the project.

Staff Recommendation

Staff recommends the City Council take the following two actions:

1. Adopt the Resolution approving the Design-Build Agreement with Woodland Construction Builders, Inc. and authorizing the City Manager to execute the Agreement.

2. Approve the Resolution establishing the Library and Community Center Project Specific Sub-Committee for the Design-Build phase of the project and appoint no more than two Councilmembers to the sub-committee.

Attachments

1. RFP dated May 28th, 2025
2. Woodland Construction Builders, Inc and Siegal & Strain Architects RFP Response dated July 2, 2025
3. Draft Resolution to Approve the Design-Build Agreement
4. Design Build Agreement (Contract Form 544 with Exhibit A.1 and Contract Form 535)
5. Draft Resolution to Approve the Library and Community Center Project Specific Sub-Committee for the Design-Build phase of the project

CITY OF OAKLEY

REQUEST FOR PROPOSALS
TO DESIGN AND CONSTRUCT A LIBRARY UNDER A PUBLIC PRIVATE PARTNERSHIP

Date of Publication: May 28, 2025

VIRTUAL PRE-PROPOSAL MEETING (MANDATORY):
June 11, 2025 at 10:00 AM, PDT

PROPOSALS DUE: July 2, 2025 BY 5:00PM PDT

Electronically Submitted to the City Manager
Attention: Joshua McMurray
Oakley City Hall
3231 Main Street
Oakley, CA 94561
McMurray@ci.oakley.ca.us

Questions regarding this solicitation should be directed to Pete Gonda, pete.gonda@bakertilly.com

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A - Initial Feasibility Analysis, page 15

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C - Oakley Downtown Specific Plan, page 81

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A. Invitation

The City of Oakley is seeking proposals to design and construct a new library and community center on city-owned property under a public private partnership (P3) that could include a mixed-income residential component.

This is a unique opportunity to help the City realize its vision of developing a combination of public amenities and housing on two non-contiguous City-owned properties, one of which has been declared surplus property under the Surplus Land Act.

A request for proposals was issued in February 2025 that included a notice of availability for housing development which did not generate interest from "interested parties" (affordable housing developers). Having fulfilled the noticing requirements under the Surplus Land Act, the City is reissuing the solicitation to provide other parties an opportunity to submit proposals.

While the City desires to contract with one team to develop both parcels, it will consider more than one developer to ensure maximum public benefit, including the development of workforce and affordable housing. Additionally, the City is interested in proposals that include best value project delivery methods that could streamline construction and reduce overall project costs.

B. Project Background and Description

The City's current library occupies 3,000 square feet (SF) of Freedom High School. The facility is too small for a community the size of Oakley and expansion at the existing site is not feasible. The library is operated by the Contra Costa County Library system.

Over the last several years, the City has evaluated multiple options for funding the construction of a new library, including a tax measure in 2016 that did not receive the two thirds support required. The City then looked to other means to develop a library that did not require tax measures for financing. This led to the idea of selling two City-owned parcels in a downtown block (O'Hara block – see Figure 1) to a developer to construct both a library and a mixed-income residential project *as a single development in a public private partnership model*.

One of the parcels in the O'Hara block is the former site of a 2,500 square foot older building that housed the City's senior center (Parcel 02). The City recently demolished the building and has relocated senior programming to the Oakley Recreation Center at 1250 O'Hara Avenue. In addition, there is a desire for space for seniors, veterans and other community non-profit organizations for which there are no current facilities. These public uses are termed the "community center" space for ease of description.

The other half of the block (Parcel 03) was previously owned by Contra Costa County ("County") and was conveyed to and accepted by the City on January 14, 2025 to allow consolidation of the entire block. The County's existing building on this site has been demolished. However, the County owns a telecommunications facility on the parcel that cannot be moved and has an easement that must be preserved for access.

Figure 1 – O'Hara Block and Parcels



Two utility districts, the Diablo Water District and Ironhouse Sanitary District, have infrastructure that runs to the property, as follows:

- Diablo Water District has a 6" Asbestos Cement Pipe on the north and south sides of the O'Hara block, a 10" Asbestos Cement Pipe on the west side, and a 6" PVC line on the east side (see Figure 2)
- Ironhouse Sanitary District has two laterals for both parcels, located and marked with survey nails on Second Street, with the disconnection of the laterals in the public right of way at the survey nails (see Figure 3)

Figure 2 – Diablo Water District Infrastructure Locations

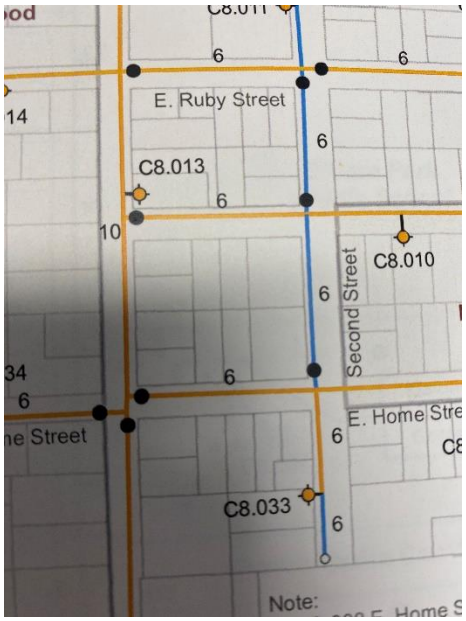
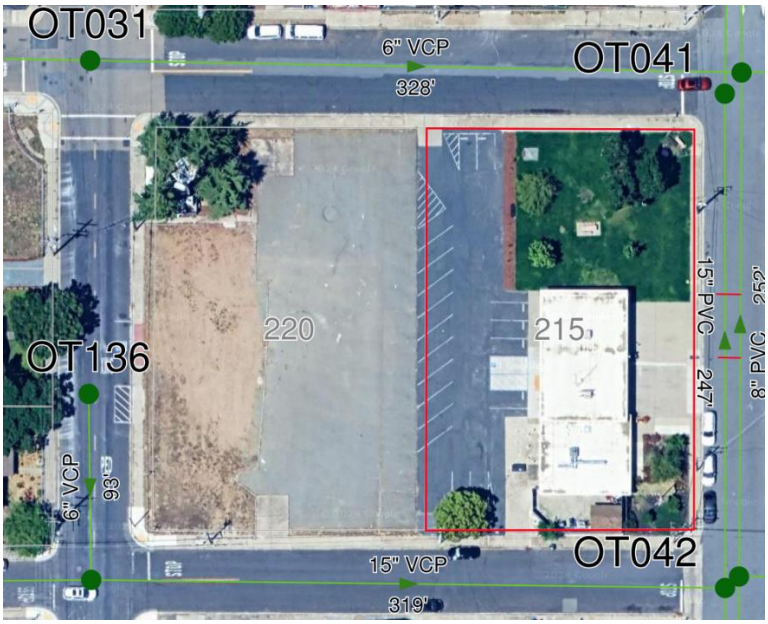


Figure 3 – Ironhouse Sanitary District Infrastructure Locations



Initial Analysis

An initial feasibility study was conducted in 2022 to evaluate the development of a mixed-use project consisting of the library and community center and a mixed-income residential project as a single development on the downtown block on O'Hara Avenue. The study envisioned a public private partnership whereby a single developer would construct both the public and private facilities in one building, and the land payment for the private residential project would be used to pay a portion of the costs to construct the public library and community center.

The initial analysis also examined the feasibility of separating the public and private projects into separate projects and constructing a 9,000 SF library on an underutilized parcel next to City Hall and allowing the O'Hara block to be developed more intensely for residential only (see Figure 4 – City Hall Site).

Figure 4 – City Hall Site – Parcel 035090076



Parcel 035090076, adjacent to City Hall and outlined in red available for Community Center

The City Council considered these alternative approaches and opted to pursue the utilization of two sites with the residential project land payment offsetting a portion of the public facilities cost. A subsequent study considered the most appropriate types of development to support the highest residual land value. This analysis indicated that single family housing on the O'Hara site would be most attractive for development. Since that analysis was completed, the current path under the requirements of the SLA necessitates an affordable housing component, thus indicating a mixed-use multifamily development is more likely the highest-and-best-use for the property.

In November 2023, the City Council directed staff to pursue options to include a library up to 28,000 SF at a potential cost of $28 million, with a window of time to research funding options. At present, a current funding estimate between $11.5 million and $13.5 million will dictate the size of the project, i.e., a maximum site of 13,500 SF to be located adjacent to City Hall, with an approximate 10,000 SF library and an approximate 3,500 SF community center.

The Downtown Specific Plan (DSP) allows up to 24 dwelling units per acre (du/ac) for multi-family units. The City will consider amending the DSP to support greater density than what is currently allowed. Development proposals to identify and account for the time and expense of any revisions to the underlying zoning and entitlements, notably the California Environmental Quality Act (CEQA).

In addition to being located downtown, both parcels are proximate to a planned multi-modal train station platform for the Amtrak San Joaquins service creating a transit-oriented development (TOD) opportunity.

Public and Private Facilities

Through this request for proposals (RFP), the City desires to evaluate submittals for constructing residential mixed income housing units on the City-owned O'Hara block and a public library and community center, potentially with a housing component, on the City-owned site adjacent to City Hall.

Constructing residential units on the City-owned O'Hara block requires that the City declare the site as surplus real property under the Surplus Land Act (SLA), which includes the filing of a Notice of Availability (NOA) to make the property available first to "interested parties" (affordable housing developers), among other requirements, before proposals from other parties can be considered.

In accordance with the SLA requirements, the NOA was issued on February 27 (along with this RFP), with no interested parties submitting a Notice of Interest. Having met the SLA noticing requirements with no interest expressed by interested parties, the City is reissuing the RFP to provide other parties an opportunity to submit proposals.

Depending on a number of factors, the City may sell the O'Hara site as part of the public-private partnership or it may seek a ground lease or similar arrangement to retain property ownership. The City will retain full ownership of land on the Civic Center campus, and anticipates entering into a pro-rated ground lease for any private development components beyond a public library and community center.

Contra Costa County Input

Contra Costa County, the operator of the City library, has developed library design standards that may impact the project (see Attachment D). As such, input from County stakeholders on the design of the new library will be an important component of the project.

Property Information

Jurisdiction Name:	Oakley
Jurisdiction Type:	City
Site Address/Intersection:	1. 220 O'Hara Avenue 2. 215 2nd Street
Five-Digit ZIP Code:	94561

County:	Contra Costa
Assessor's Parcel Nos.	1. 035-131-003 2. 035-131-002
Current General Plan Designation:	Downtown Commercial
Current Zoning Designation:	SP-4
Current Maximum Density Allowed (units/acre):	24 units per acre with Conditional Use Permit
Parcel Size:	.62 acres each
Existing Use/Vacancy:	220 O'Hara is vacant; 215 2nd street is anticipated to become vacant in the summer of 2025

C. Pre-Proposal Meeting (Mandatory)

A mandatory pre-proposal meeting will be held on June 11, 2025 at 10:00 am via a Zoom video conference. Prospective proposers shall attend this meeting to be considered.

Zoom Information: Mandatory pre-proposal meeting link

Meeting ID: 827 0829 0629

Passcode: 686458

D. Tentative Timeline

The tentative RFP timeline is provided for the convenience of prospective proposers and is subject to change. Any such change will be stated in an addendum to this RFP. The tentative RFP timeline is as follows:

Action	Date	Time
Request for Proposals Released	May 28, 2025	N/A
Mandatory Pre-proposal Meeting	June 11	10:00 AM, PDT
Deadline for Proposer Questions	June 18	5:00 PM PDT
City Response to Proposer Questions	June 25	N/A
Proposals Due	July 2	5:00 PM PDT
Evaluate Proposals	July 3 to July 16	N/A
Negotiations with Top-rated Proposer(s)	July 17 to August 13	N/A
City Council Consideration	Late-August	N/A

E. Proposal Content

A complete and concise response will enable the City's selection team to identify the most qualified development teams. Proposers must demonstrate their project concept, design and supporting financing plan necessary to successfully design and develop the proposed project(s). Proposers should follow the format described below.

1. Cover Letter. The cover letter shall include the name, address, and telephone number of the principal person the City may contact regarding the proposal. Additionally, the cover letter must include the signature(s) of the company officer(s) empowered to bind the firm, with the title of each (e.g., president, vice president, general partner), and the acknowledgment of the receipt of any addenda, by number, if issued for this Request for Proposals.

2. Table of Contents. The table of contents should be clear and complete indicating section headers and pages.

3. Project Concept. Proposers shall provide a description of their approach to the proposed development, including project delivery method. At this time, drawings, renderings, or other visual representations are not required, but may provide the selection team with additional information on which to base its selection. The concept submission should include, without limitation, a proposed land transaction—ground lease, sale-leaseback, etc., projections for total building area, number of units, building height, building amenities, etc.

   For any mixed-income housing development, the submission should include projections for number and size of units; targeted income limits (for affordable or workforce housing); percentage of affordable units with applicable income limitations, workforce, or market-rate units. Proposals shall describe how the proposed concept benefits the City of Oakley and its residents, and if appropriate, Contra Costa County and the greater East Bay area.

   The proposal shall also include any additional uses beyond the library and community center, and how those uses compliment or conflict with those community assets. If any proposal includes senior housing with licensed acuities, the Developer will need to provide tangible commitments from an operating partner, licensed in the appropriate jurisdictions, prior to initiating construction.

4. Firm(s) Qualifications and Experience. This section should include a description of the proposer's organization, including names of principals, number of employees, longevity, client base, references for similar projects, areas of specialization and expertise, and any other pertinent information that may assist proposal evaluators to form an opinion about the stability and financial strength of the organization.

   If a development team with more than one participating firm is proposed, each participating firm's qualifications and experience must be included.

5. Proposed Development Team Qualifications and Experience. This section should identify and describe each team member's experience, qualifications, and role in the Project. Provide an

organization chart of the team members and lead project manager. Include any relevant qualifications of the project manager (individual responsible for day-to-day management of the project) and prior experience working with the proposed project team. Provide one-page or less resumés of key personnel including their experience with similar projects in the past 10 years.

The key personnel identified shall be dedicated to the project for its entire duration. The City, at its discretion, may allow substitutions in the event an employee leaves the firm or is otherwise unable to perform job duties. Include a summary of each sub-consultant including their qualifications, experience, and technical capabilities necessary to fulfill their respective portion of the Project. Describe how each sub-consultant will be managed and utilized.

It is desired that consulting teams will present qualifications and have relevant experience with library and / or public facilities design, multi-family residential design, private development proforma analysis, and public facilities financing. The depth of such qualifications and experience will be a significant factor in evaluating prospective proposers.

Provide at least three references for whom the proposer has performed similar services of similar scope within the past five years. Include the organization name and address, the name and email and telephone number of a contact person, and a brief description of each referenced project.

6. Developer Responsibilities. This section must include a statement on the proposer's willingness to comply with the mandatory developer responsibilities and requirements enumerated herein, and provide a description of how each responsibility/requirement will be fulfilled.

   The selected Developer or Development Team will be expected to engage in good faith negotiations with the City of Oakley for purchase, sale, or lease of the O'Hara site and development of the City Hall site. The Developer shall direct all development activities including, without limitation, project planning, entitlements, design, permitting, construction and turnover activities. The Developer shall secure all necessary financing above the City's contribution, including assuming any financial, construction, and development completion guarantees. The Developer shall, in coordination with the City, provide the necessary exhibits for any public engagement activities, and affect all required permits and approvals. The Developer shall regularly report to the City and other stakeholders (Contra Costa County, County Library System, etc.) on the progress of the development(s).

7. Proposed Financing Plan. Proposers shall provide their approach to the purchase-and-sale or lease of the O'Hara site and development of the City Hall site. Proposers shall further identify all planned sources of financing for the development(s), including any public funding sources—federal, state or local (including state tax credits), and time required to obtain such financing. The selected firm(s) will be required to demonstrate proof of funding and

sufficient resources to accommodate any required project guarantees prior to initiating construction.

8. Proposed Project Schedule. Proposers shall provide a reasonable timeline from selection through project turnover and close-out. A simple schedule with milestones and durations will be sufficient, and a Critical Path Method (CPM) with Gantt chart is not required at this time. At a minimum, activities should include land negotiation, the full process for obtaining any entitlements, stakeholder approvals, design, fundraising, construction and turnover. If phased turnovers are planned, identify milestones and scope of work for each phase.

9. Disclosure(s). Provide a complete disclosure of any prior or ongoing incidents as to which it is alleged that the Proposer has defaulted or failed to perform, and which has led to an agreement being terminated prior to adequate project completion. Identify the parties involved and the circumstances of the default or termination. Also, describe any civil or criminal litigation or investigation pending which involves the Proposer or in which the Proposer has been judged guilty or liable.

   If the business or person submitting this proposal has been debarred, suspended or otherwise lawfully precluded from participating in any public procurement activity, including being disapproved as a subcontractor with any Federal, state or local government, or if any such preclusion from participation from any public procurement activity is currently pending, the Proposer shall fully explain the circumstances relating to the preclusion or proposed preclusion in the proposal. The Proposer shall include a letter with its proposal setting forth the name and address of the governmental entity, the effective date of this suspension or debarment, the duration of the suspension or debarment, and the relevant circumstances relating to the suspension or debarment. If suspension or debarment is currently pending, a detailed description of all relevant circumstances including the details enumerated above shall be provided.

   If none of these issues are applicable to the Proposer, provide a statement that no disclosures are needed.

F. Proposal Submittal Instructions

Submittals shall not exceed 30 pages, including any appendices, using a minimum font size of 11. Proposers shall submit one high quality digital proposal by the due date and time. Late proposals will not be considered. Incomplete proposals may be deemed non-responsive and removed from consideration.

Proposals must be submitted as email attachments to Joshua McMurray, City Manager, via email at mcmurray@ci.oakley.ca.us.

The email subject line should read: OAKLEY LIBRARY DEVELOPMENT PROPOSAL. Links to proposals and additional documents will not be opened. File size is limited to 100MB.

All questions and communications during the solicitation period should be sent directly via email to Pete Gonda at pete.gonda@bakertilly.com. No other communications or contact with City officials or staff should take place during the selection process. Such contact could result in proposal disqualification.

G. Evaluation of Submitted Proposals

Proposals will be evaluated by a committee of City employees facilitated by Baker Tilly. Points will be assigned based on the proposer's qualifications, effectiveness and efficiency in supporting each item being rated.

Criteria		Possible Points
1.	Firm and team qualifications, including personnel, experience, and technical ability for this type of project	40
2.	Project understanding and approach, work plan, and schedule	30
3	Financing Plan	30
	Total Possible Points	100

After the City's evaluation committee reviews all submitted written proposals, the top ranked consultant teams may be invited for presentations and/or interviews. Additional information may be required and will be defined at that time.

Following presentations and/or interviews, the evaluation committee will again rank the consultants, and the most qualified consultant team will be identified, based on the best overall ranking of the committee members. Contract negotiations will then begin with the highest-ranked proposer. If negotiations with the highest-ranked consultant are not successful, in consideration of either the scope or cost, the second-ranked team will be invited to negotiate, and so on.

H. Approval Process

The City Manager will recommend to the Oakley City Council the highest-ranked proposer who successfully negotiated an agreement. The City Council's acceptance of the proposal will be evidenced by approval of a resolution authorizing the City Manager to execute the agreement.

I. Agreement and Other Required Documents

The selected Proposer will be required to enter into an agreement or agreements with the City, the terms and conditions of which will be determined during the negotiation phase of the solicitation process.

J. Disclaimers and Reserved Rights

This RFP does not commit the City to approve an agreement or to pay any costs incurred in the preparation of a proposal in response to this RFP.

The City reserves the right to accept or reject any or all proposals received, to negotiate with qualified proposers or to cancel the RFP at any time.

The City may require proposer to submit additional data or information the City deems necessary to substantiate the costs presented by the proposer. The City may also require proposer to revise one or more elements of its proposal in accordance with contract negotiations.

The City reserves the right to evaluate proposals for a period of ninety days before deciding which proposal, if any, to accept.

K. Contact Person

This solicitation process is being coordinated by a consultant on behalf of the City. Inquiries relating to this RFP and its scope should be directed to: pete.gonda@bakertilly.com.

All questions related to the RFP process or the project itself shall be addressed directly to the contact listed above. Contact with City employees during the proposal process is prohibited without prior written consent of the contact person listed above, to ensure that all proposers have equal access to background information. Proposers who directly contact City employees risk elimination of their proposals from consideration. Responses to questions from responding firms will be sent to all firms on the consultant list.

The deadline for proposer questions is June 18 at 5:00 PM PDT.

L. Deadline for Submittal of Proposals

Proposers shall submit their RFP response via email to the contacts below prior to the time and date set for receiving proposals as stated on the cover page of this RFP or any modifying addenda. Proposers may provide their submittal in PDF format. Proposals should be included as an email attachment. No links will be opened. File size is limited to 100MB.

Email subject to be phrased OAKLEY LIBRARY DEVELOPMENT PROPOSAL and emailed to:

Joshua McMurray, City Manager
City of Oakley
McMurray@ci.oakley.ca.us

To be considered, RFP responses must be received by 5:00 PM PDT, July 2. Late proposals will not be considered. All written work products shall include Microsoft Word and/or PDF files with high-resolution graphics.

M. Confidentiality of Documents

All proposals shall be deemed public documents at the time of agreement approval to the successful proposer. This RFP is intended to be worded in a manner so as not to elicit proprietary information. If proprietary information is submitted as part of the proposal, such information shall be clearly labeled "Proprietary" and accompanied by a request that the information be returned by the City to the Proposer. If proposals contain proprietary information, then proprietary paragraphs and/or other data should be clearly marked as noted above.

The information on the pages of the proposal identified as proprietary will be used only for the evaluation of the proposal, but proposer understands that disclosure may be required under the California Public Records Act or other Federal, State, and local law, as determined by the City.

Note that wholesale use of headers/footers bearing designations such as “confidential”, “proprietary”, or “trade secret” on all or nearly all of a proposal is not acceptable, and may be deemed by the City as a waiver of any exemption claim. Any proposal that includes a blanket statement or limitation which would prohibit or limit public inspection may be considered non-responsive and may be rejected. Budget information is generally not considered proprietary information. The identification of exempt information must be specific. The City assumes no responsibility for disclosure or use of unmarked data for any purposes.

Management Partners

To: Mr. Joshua McMurray, City Manager, City of Oakley

From: Andy Belknap, Senior Vice President

Patrick O'Keeffe, Special Advisor

Pete Gonda, Senior Manager

Subject: Summary of Background Materials Reviewed and Initial Feasibility Analysis for Oakley Library Mixed-Use Project

Date: August 22, 2022

Management Partners was engaged by the City of Oakley to assist in determining the feasibility of constructing a new library as a unifying location for seniors, youth, and veterans, and a potential satellite location for County services. To further these goals, the City recently entered into a cooperative agreement with Contra Costa County to share the cost of demolishing a vacant Sheriff's Office substation adjacent to City-owned property that could pave the way for a downtown community library and other potential uses. The agreement includes a provision to transfer ownership of the building from the County to Oakley if library funding is secured by the City by July 30, 2024. Together, the parcels comprise a 1.2-acre site that could possibly support a library, senior center, and veteran's hall (jointly referred to as a community center).

The concept being evaluated is the feasibility of creating a public/private partnership (PPP) with a private developer for a mixed-use development of private residential and public community center. The private development would contribute all or a portion of the cost of constructing the public community center space.

The following summarizes the background materials evaluated and provides an initial analysis of the feasibility of constructing a mixed-use project on the joint City/County parcels on the block bounded by O'Hara, East Acme, Second, and East Ruby streets. If the results of this preliminary analysis prove attractive to the City Council and staff, it could be followed by a more detailed study by a consultant team with architectural and economic expertise to develop the concept further. In this eventuality, it would be appropriate for the City to issue a request for proposals (RFP) to select a consultant team (which is the next phase in Management Partners' scope of services).

Executive Summary

This memorandum discusses the basic structure and approach to a PPP approach for a new library and other public improvements on the 1.2-acre O'Hara/Acme site, with the public amenities to be supported to the maximum extent possible by private residential development. The major limiting factors for a successful project at this location are the relatively small size of the parcel and limited potential for residential density. It does appear a subset of PPP approaches are feasible.

The memorandum presents several potential approaches, including the development parameters and economics at a high level. We examine a similar nearby project, the Oakley project as currently envisioned, and three potential alternative approaches, including one project that uses an adjacent property to reduce the need for overall public funding.

Finally, we outline our conclusions and the next steps should City leaders wish to proceed further with the concept. Below are some important high-level results from our analysis.

1. It is potentially feasible to sell the O'Hara/Acme site for a mixed-use public private partnership development that would combine private residential with a public community center. The entire block will be needed to make the project feasible, as there is not enough space on just the County parcel to accommodate all the public uses and the private residential uses. Additional analysis by design and economic experts will be required to further test the concept.
2. A private residential development will generate only a portion of the funding required for the public community center, necessitating additional public funds.
3. The size of the community center is the most important factor to determine feasibility. Additional analysis by an architect is needed to identify the appropriate size and cost of the center within the financial resources available.
4. The second most important feasibility factor is the density of the residential project. More units equal more funding for the public space.
5. The amount of affordable housing required negatively impacts the private funds that can be generated for the public community center. The 25% affordable housing requirement under the Surplus Land Act is assumed as the maximum to be required by the City.
6. There are sufficient positive results from the preliminary analysis to justify going further with the issuance of an RFP for a design and economic consulting team to further test the concept.

The following detailed analysis includes the following topics:

- Background materials reviewed,
- Examples of public private partnerships (PPP),
- Summary of the County Bay Point residential and library PPP,
- Development parameters and constraints for the Oakley project,
- Initial feasibility analysis for Oakley project with three different scenarios,
- Other sources of financing,
- Property ownership structures, and
- Conclusion.

Background Materials Reviewed

The following documents were reviewed for this analysis:

- Cooperative Agreement with Contra Costa County for Demolition and Purchase of the County parcel,
- Parcel map and assessors' information for the County parcel and adjacent City Senior Center parcel,
- Contra Costa County Library Partnerships material,
- January 2016 Staff Report regarding Ballot Measure K,
- Downtown Specific Plan,

- Zoning Ordinance,
- Noll & Tam library concept drawings,
- California Surplus Land Act,
- City Five-Year Capital Improvement Program (CIP), and
- City Annual Comprehensive Financial Report (ACFR).

Examples of Public/Private Partnerships

Public/private partnerships (PPP) take many forms, but the examples offered here illustrate the idea of a private developer providing public facilities as part of a private development project. Mixing public and private projects into one development adds complexity in both the initial development and on-going operations for both the private and public partners, which lessens their appeal to the development community.

From a public entity perspective, the ideal PPP results in a private development covering the cost of the public facilities, but most PPP projects involve public financing assistance to cover a portion of the public facilities cost. Public financing may include publicly owned land cost write down, tax exempt financing for residential development or infrastructure, contribution or waiver of development impact fees, or community facilities district tax and bond financing.

The PPP approach is also used to describe private construction of public buildings through the design-build process. Attachment A has a table of resources that describe many PPP forms and provides examples. Most of the examples are major infrastructure or public buildings projects that are not directly applicable to Oakley's objective for a privately financed community center. However, there is one nearby project that is on point with the Oakley mixed-use project. It is summarized in the following section and described in more detail in Attachment A.

Bay Point Orbisonia Mixed-Use Project

A summary of Bay Point Orbisonia Mixed-Use Project is provided below.

- Contra Costa County owned parcel of 7.6 acres total; the first phase released for development is 3.3 acres.
- The first phase (Phase A) consists of 150 residential units and a 21,000 square foot library.
- All residential units are affordable, requiring tax credit financing for economic feasibility.
- The County land will be sold to a developer for approximately $6 million. The payment consists of the developer's obligation to construct and convey back to County the library space at a cost to the developer of $4.2 million, plus a $1.8 million loan from the County to the developer to be repaid from residual income from the project over time.
- The private design and construction of the public library space is a form of the design-build PPP method.
- Parking for the library is separate from the residential parking, consisting of low-cost surface parking surrounding the site.

While the Bay Point project illustrates how a private development can provide the funding for a public library, there are a few important differences from the Oakley project, as noted below.

- The Phase A site area is approximately three times the size of the combined Oakley parcels, allowing a greater number of residential units.
- The allowed residential density is 65 units per acre which is 2.7 times the allowed density in the Oakley Downtown Specific Plan.
- The residential development will be financed with low-interest public tax credit financing.

- The agreed upon construction cost of the library is approximately $200 per square foot ($4.2 million) versus the $600 per square foot assumed for the Oakley library to be financed by Measure K ($12 million).

Initial Feasibility Analysis of the Oakley Project

Mixed-Use Development Concept

The proposal to be tested by the analysis is whether a public/private partnership can be utilized to construct a new community center (library, senior center, and veteran's hall) as part of a mixed-use project that includes multi-family residential, a portion of which must be affordable to lower income households pursuant to state law. The concept includes creating enough income from a private residential development project to fund all or a portion of the public community center improvements.

Based on discussions with staff, the following elements in Table 1 would ideally be included in a new community center, with the size of these uses set forth in Alternative A. As the community center uses have a greater construction cost and require more parking than the residential units, a smaller sized community center is also analyzed in Alternative B. Possible County satellite services space is not included in this initial analysis but can be included in a more detailed analysis by the next consulting team.

Table 1. Community Center Program

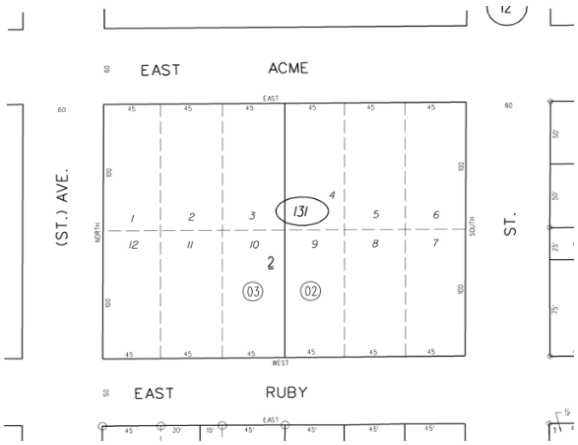
Element	Existing Space	New Alternative A	New Alternative B	Notes
Library	3,000 square feet (sf)	25,000 sf	15,000 sf	20,000 proposed for ballot K
Senior Center	2,500 sf	5,000 sf	2,500 sf	Replace to expand site
Veterans Hall	0	5,000 sf	2,500 sf	New facility
Totals	5,500 sf	35,000 sf	20,000 sf	15,000 to 30,000 increase

There are several elements be considered in such a partnership including site area, state and City regulations, property sale, project ownership, mixed private and public financing, and site planning. These elements are discussed in the following sections and development examples.

Property Parameters

The property under consideration consists of two parcels that are together an entire downtown block as shown in Figure 1. One parcel is currently owned by the County and will be sold to the City pursuant to the adopted City/County Cooperative Agreement. The other parcel is the City-owned Senior Center parcel. Each parcel is 27,000 square feet, and the combined parcels create a 1.2-acre site (54,000 square feet). The County parcel alone is not sufficient in size to accommodate a 20,000 to 35,000 square foot community center, its required parking, and private residential development. This analysis assumes the entire block for the site area with the construction of new replacement senior center space to allow the existing senior center parcel to be combined with the County parcel.

Figure 1. Site Area O'Hara/Acme Block





Private Development Parameters

Limitations on the amount of private development allowed is a function of both the City's land use regulations (Downtown Specific Plan) and the state law governing sale (or lease) of public property to a private developer (Surplus Land Act). These limitations are important to the PPP approach, as a greater amount of private development allowed equals a greater amount of private revenues generated to assist with the cost of constructing the public community center improvements.

City Regulations

The parcel is within the Downtown Support Area which is a subarea of the Downtown Specific Plan. This is considered a transitional area between the Downtown Core sub area and the lower density residential areas. The residential density limit for this sub area is 24 units per acre with a Conditional Use Permit. The Plan provides that: "Residential density shall be determined on a case-by-case basis as part of the Conditional Use Permit (CUP) process; the distribution shall be as indicated on the Subarea Map." The legend on the subarea map states: "Higher Density Residential Recommended in Some Areas".

The most significant constraint on development is the residential density limitation of 24 units per acre per the Downtown Specific Plan**.** For a full block site of 1.2 acres only 30 units are possible. This is a low density for a downtown site near a transit station. For a PPP to work, the amount of private development space needs to exceed the public space, which cannot occur at this density limit.

The next significant development limitation is the required parking. The residential parking requirement of one space per unit (one and two-bedroom units) is reasonable; but the commercial space requirement that applies to the community center space of three to four spaces for each 1,000 square feet of commercial space generates a large parking requirement that limits revenue producing residential space.

Surplus Land Act (SLA)

The creation of a mixed-use PPP development will require the sale or long-term lease of all or a portion of the property to a private developer. This transaction will be subject to the state SLA which requires the

City to declare the property surplus before it can be disposed of. The property must be made available for purchase first to affordable housing developers for a specified length of time, with requirements to negotiate with interested parties. The offering of the property must be made through a Notice of Availability (NOA) sent to the state for distribution to its list of affordable housing developers. The City may supplement this list with its own developers who may be interested in the PPP opportunity.

The SLA also limits the City on the conditions it can place on the development, and the conditions must be reviewed by the State Department of Housing and Community Development (HCD) prior to the initiation of negotiations with a developer. Subject to the review of these SLA requirements by the City Attorney, it is recommended the City consult first with HCD on the acceptability of the community center/mixed-use PPP structure and conditions to be incorporated in the NOA, prior to the City taking any action to declare the property surplus, and prior to the City issuing an RFP for further design and economic consultant services. If the state determines a community center cannot be a condition of the property sale, then the options for this PPP concept will be limited.

In addition to the state limitation on conditions that can be attached to an NOA, the SLA requires a minimum of 25% affordable units in a residential development proposed for surplus property, affordable to lower income households (60% of area median income). The lower restricted rents of affordable units reduce the value of the project and the amount of financing that can be supported.

Often cities sell their land for below market value or provide housing fund subsidies to offset the loss of income from the affordable units to make the project financially viable and to attract lenders and investors for financing.

In this PPP scenario the City is attempting to maximize the amount of funds the private development will generate to assist with the cost of the public community center space. The greater percentage of affordable units in the development, the less revenue the private development will generate for the public space. The state's 25% SLA requirement is a given, but no additional affordable units are assumed in this analysis to maximize the private revenue for the public space.

Mixed-Use Oakley PPP Development Examples

Following are three examples of how a PPP could finance a portion of the cost of constructing new community center facilities as part of a mixed-income rental residential project. The first example follows existing City development regulations for low density residential. The second illustrates how changes in density limits and parking standards and the size of the community center affects the project economics. The third example includes an analysis of the site next to City Hall as part of the development program. Each example includes a table with the development assumptions as well as a table demonstrating how much revenue could be anticipated from a private development to assist with the cost of constructing the public community center improvements.

Example 1. Low Density Development Under Current Regulations with Large Community Center

Development Parameters

Table 2 shows the development parameters for this example, including the number of residential units and size of the community center. The number of residential units conforms to the Specific Plan at 24 units per acre, and the community center is larger than the Measure K library and adds the senior center and veteran's space. The 1.2-acre site area consists of the two City/County parcels, which comprise the entire O'Hara/Acme block.

Table 2. Current Regulations Development Parameters for a Mixed-Use Development

*sf = square feet; DU = dwelling units

Item	SF/DU*	Parking	Notes
Residential Program	30 Units Total	30 spaces	Assumes all units 1 and 2 bedrooms; 24 DU/acre
Market Rate	22 units		
Affordable	8 units		25% per Surplus Land Act (SLA)
Community Center Program	35,000 sf Total	105 spaces	3/1,000 sf 2nd floor commercial standard
Library	25,000 sf		
Senior Center	5,000 sf		
Veterans Hall	5,000 sf		
Height Limit	50 feet		
Site Area	54,000 sf		1.24 acres
Area Required for Parking	43,900 sf	135 spaces	@ 325 sf/space; Allows community center ground floor lobby

The largest design driver in this development scenario is the size of the community center and the 105 spaces of parking required. Parking required for both the residential and the community center occupies approximately 80% of the ground floor area. The community center and residential occupy the second and third floors respectively, on top of a podium above the parking. The podium design keeps the cost of the parking, which is a major cost factor, to a minimum. These three uses can be accommodated within the 50-foot height limitation. The small footprint of the residential portion could allow some third-floor open space.

It should be noted that the grand airy design of the community center space as depicted by the Noll & Tam drawings for Measure K (see Attachment B), with approximate 20- to 30-foot ceiling heights, is likely not achievable with residential units above the community center space. It is possible to have a 15-foot ceiling for the garage space, 20-foot height for the community center space and 15-foot height for the residential space within the 50-foot Downtown Specific Plan height limits. A portion of the remaining ground floor space not used for parking could include a lobby for the library and either the senior or veterans uses. This alternative may require a vertical subdivision of the parcel or long-term lease of the

community center space as well as a reciprocal easement agreement for the community center parking. (See discussion in section entitled, Mixed-Use Development and Ownership Structures – O'Hara Site.)

Economic Calculations

Table 3 illustrates the amount of revenue the private residential development might create to support the community center costs.

Table 3. Economics for a Mixed-Use Development with Current Regulations

Item	SF/DU*	Amount	Notes
Development Cost			Low Density 30 Units
Development Cost - Residential	$430 sf	$9,589,000	$375 SF Const. + 15 % profit $55 SF
Development Cost – Comm. Center	$600 sf	$21,000,000	Per Measure K assumption; 35k sf
Land Cost	$0	$0	Land value contributed to community center cost
Total Development Cost		$30,589,000	
Development Income - Residential			
Market Rate Units – 15 (1br)	750 sf/$2,363	$425,250	Unit size/mo. rent & annual income
Market Rate Units – 7 (2br)	950 sf/$2,660	$223,440	Unit size/mo. rent & annual income
Affordable Units – 8 (1br) @ 60% AMI	550 sf/$1,715	$164,640	Unit size/mo. rent & annual income
Gross Income		$813,330	Rents based on survey of area apts.
Less Operating Expenses @ 30%		$243,999	
Equals Net Operating Income		$569,331	
Divided by Capitalization Rate	5%		For Bay Area apartments
Equals Project Value		$11,386,000	Rounded
Residual Value		$1,797,000	To fund community center cost
Community Center Financing			
Development Cost – Community Center	$600 sf	$21,000,000	Per Measure K assumption; 35,000 sf
Less PPP Residual Value		$1,797,000	
Equals Initial Financing Gap		$19,203,000	

Item	SF/DU*	Amount	Notes
Less Existing CIP Development Fees		$2,300,000	
Equals Net Financing Gap		$16,903,000	

*sf = square feet; DU = dwelling units

Under this current regulation's scenario, the residential project could generate approximately $1.8 million in residual value, which would normally be used for a land payment. The City could use this instead to pay for a portion of the cost of the community center. Since this is a small portion of the community center costs, additional City funds would be necessary. Existing capital improvement funds from Facility Development Impact fees could be used. The CIP has $2.3 million in uncommitted Public Facility Impact fee funds that are assumed to be allocated in each of the scenarios. Other sources of public funds are discussed in a following section. The goal to have the private development pay for most of the public facilities cost under this scenario is hampered by the low density of residential allowed, and the higher amount of public space to be supported.

Example 2. Medium Density Development – Smaller Community Center

Development Parameters

Under this scenario the residential density is doubled to 48 units per acre allowing 60 units (which requires an amendment to the Specific Plan). The community center is reduced to a total of 20,000 square feet, which includes library, senior center and veterans uses and assumes sharing of some spaces.

This reduced size of the community center allows a design solution similar to the Bay Point project with a two-story community center on a separate parcel (instead of a vertical subdivision or long-term lease). The Bay Point Phase A ground floor plan in Attachment A illustrates how the Oakley community center can be located adjacent to the parking rather than above it. Parking for the community center is assumed at 3.5/1,000 reflecting a blend of the different parking standards for ground floor (4/1,000) verses second floor (3/1,000) commercial and would require a reciprocal easement agreement with the residential parcel for parking rights. The smaller community center space allows parking to be allocated to the additional residential units within a single ground floor parking level. Table 4 shows the assumptions.

Table 4. Mixed-Use Development - Medium Residential Density Development Parameters

Item	SF/DU*	Parking	Notes
Residential Program	60 Units Total	60 spaces	Assumes all units 1and2 Bedrooms; 48 DU/Acre
Market Rate	44 units		
Affordable	16 units		25% per Surplus Land Act (SLA)
Community Center Program	20,000 sf Total	70 spaces	3.5/1,000 sf blended commercial standard
Library	15,000 sf		
Senior Center	2,500 sf		

Item	SF/DU*	Parking	Notes
Veterans Hall	2,500 sf		
Height Limit	50 Feet		
Site Area	54,000 sf		1.24 acres
Area Required for Parking	42,250 sf	130 spaces	@ 325 SF/Space; Allows setbacks for pkg area

*sf = square feet; DU = dwelling units

This alternative could be a total of three floors with 15-foot ground floor parking and two residential floors above (12 feet each) and fit within the 50-foot height limitation. The community center portion of the project could be two stories with moderately high ceilings for both floors (15- to 20-feet each)

Economic Calculations

Table 5 illustrates the amount of revenue the private residential development might create to support the community center costs with the adjusted development assumptions.

Table 5. Economics for a Mixed-Use Development with Medium Residential Density

Item	SF/DU*	Amount	Notes
Development Cost			Medium Density 60 units
Development Cost - Residential	$430 sf	$19,178,000	$375 sf const. + 15 % profit $55 sf
Development Cost – Community Center	$600 sf	$12,000,000	Per Measure K assumption
Land Cost	$0	$0	Land value contributed to community center cost
Total Development Cost		$31,178,000	
Development Income - Residential			
Market Rate Units – 30 (1 br)	750 sf /$2,363	$850,500	Unit size/mo. rent & annual income
Market Rate Units – 14 (2 br)	950 sf/$2,660	$446,880	Unit size/mo. rent & annual income
Affordable Units – 16 (1br) @ 60% AMI	550 sf/$1,715	$329,280	Unit size/mo. rent & annual income
Gross Income		$1,626,660	
Less Operating Expenses @ 30%		$487,998	
Equals Net Operating Income		$1,138,662	

Item	SF/DU*	Amount	Notes
Divided by Capitalization Rate	5%		For Bay Area apartments
Equals Project Value		$22,773,240	
Residual Value		$3,595,000	To fund community center cost
Community Center Financing			
Development Cost – Community Center	$600 sf	$12,000,000	Per Measure F assumption
Less PPP Residual Value		$3,595,000	
Equals Initial Financing Gap		$8,405,000	
Less Existing CIP Development Fees		$2,300,000	
Equals Net Financing Gap		$6,105,000	

*sf = square feet; DU = dwelling units

Under this scenario the residual value to contribute to the community center cost (instead of a land payment) doubles to $3.6 million. The lower cost of the community center has an even greater influence on narrowing the financing gap, which drops by $11 million from the first example. The lower gap looks more feasible to close with additional public financing discussed in the "Other Sources of Public Financing" section.

Example 3. City Hall Norcross Vacant Parcel and O'Hara/Acme Parcel

Development Parameters

Under this scenario the parcel next to City Hall that was contemplated for a public library for Measure K (near Norcross Lane) is included for the PPP along with the O'Hara/Acme block. (See Figure 2.) The following assumptions are made for this example:

- A single-story community center of 25,000 square feet located on the Norcross parcel, consisting of the 20,000 square foot library assumed for Measure K, plus space for the senior and veterans uses at 2,500 square feet each.
- The public space is parked at 70% of required parking and the balance is shared with City Hall parking.
- O'Hara/Acme parcel is a private residential development only, no public uses.
- Higher density residential of 133 units per acre on the O'Hara/Acme parcel based on amount of ground floor parking possible.

Figure 2. Additional Norcross Lane City Hall Parcel # 076



Table 6. City Hall Norcross & O'Hara/Acme Two Sites Development Parameters – Higher Density

Item	SF/DU*	Parking	Notes
Residential Program	160 Units Total	160 spaces	Assumes all units 1&2 Bedrooms; 133 DU/acre
Market Rate	120 units		
Affordable	40 units		25% per Surplus Land Act (SLA)
Community Center Program	25,000 SF Total	62 spaces	88 required, 26 shared w/ City Hall Pkg.
Library	20,000 sf		
Senior Center	2,500 sf		
Veterans Hall	2,500 sf		
Height Limit	50 Feet		
Site Area – O'Hara	54,000 sf		1.24 acres
Site Area - Norcross	42,500 sf		.995 acre

Item	SF/DU*	Parking	Notes
Area Required for Parking O'Hara	52,000 sf	160 spaces	@ 325 SF/Space; under podium O'Hara site
Area Required for Parking Norcross	20,150 sf	62 spaces	Surface parking and shared City Hall Parking

*sf = square feet; DU = dwelling units

The advantages of partnering on two sites from a design standpoint include:

- Community center building area and parking are more visible to the public and access is easier.
- Locating the community center adjacent to City Hall allows shared surface public parking and creates a contiguous and cohesive Civic Center complex.
- Land ownership structure is simpler: City sells O'Hara site to the developer and retains ownership of Norcross parcel. No reciprocal parking easement, vertical subdivision, air rights, or long-term lease are needed for the community center.
- The City has the option of a design-build arrangement with the residential developer for the community center, or the traditional public design/bid process independent of the developer.
- If the community center is constructed as a two-story structure it would allow for potential future expansion. The smaller footprint would also allow the parking requirement to be met on-site instead of sharing with City Hall parking.
- Residential density can be significantly increased on the O'Hara parcel to yield substantially more residual value for funding the community center (as shown in Table 7 below).
- The residential project is built on a podium above ground floor parking, with three levels of residential that fits within the 50-foot height limitation.

Economic Calculations

Table 7. Norcross and O'Hara/Acme Two Sites Higher Density - Economics

Item	SF/DU*	Amount	Notes
Development Cost			Higher Density 160 Units
Development Cost - Residential	$430 sf	$50,740,000	$375 SF Const. + 15 % profit $55 SF
Development Cost – Community Center	$600 sf	$15,000,000	Per Measure K; 25k sf
Land Cost	$0	$0	Land value to fund community center cost
Total Development Cost		$65,740,000	
Development Income - Residential			
Market Rate Units – 90 (1br)	750 sf/$2,363	$2,551,500	Unit size/mo. rent and annual income

Item	SF/DU*	Amount	Notes
Market Rate Units – 30 (2br)	950 sf/$2,660	$957,600	Unit size/mo. rent and annual income
Affordable Units – 40 (1br) @ 60% AMI	550 sf/$1,715	$823,200	Unit size/mo. rent and annual income
Gross Income		$4,332,300	
Less Operating Expenses @ 30%		$1,229,690	
Equals Net Operating Income		$3,032,000	
Divided by Capitalization Rate	5%		For Bay Area apartments
Equals Project Value		$60,652,000	
Residual Value		$9,912,000	To fund community center cost
Community Center Financing			
Development Cost – Community Center	$600 sf	$15,000,000	25,000 sf center
Less PPP Residual Value		$9,912,000	
Equals Initial Financing Gap		$5,088,000	
Less Existing CIP Development Fees		$2,300,000	
Equals Net Financing Gap		$ 2,788,000	Or no gap with a 20K Community Center

*sf = square feet; DU = dwelling units

This scenario yields the greatest private residual value contribution to fund public community center facilities. It also yields the greatest number of affordable units to assist with compliance for the City's regional housing goal. Although the residential density is more than development densities currently allowed, the development still fits within the existing height limits, and takes advantage of the proximity to the train platform as a transit-oriented development.

Separating the public and private uses will simplify the financing for both, but still offers the option to have the community center constructed by the private developer through a design-build method if City leaders desire. The public facilities financing gap can be addressed with different approaches discussed in the section below entitled, "Other Sources of Public Financing".

Other Sources of Public Financing

For all scenarios there is a financing gap that will need to be closed with public funding. In addition to the $2.3 million of existing unallocated public facilities fees assumed for all scenarios, there are other potential funds to be explored in the next phase of this analysis as described below.

- **Future Public Facilities Impact Funds.** The facilities development impact fee is $3,839 per single family unit. There are 5,000 single family units that have been approved but have not yet paid their impact fees. This is a potential source of revenue to close the financing gap. These funds could be accessed by delaying moving forward with the project until the funds have been collected or could be accessed in the near term through internal borrowing from general fund reserves to be repaid by the facilities fees as they are collected. Per the Capital Improvement Program (CIP) budget it is anticipated that $1.875 million will be collected over the next five years (equal to 488 units). It is also possible this fee could be increased by adding the community center to the list of future facility needs and adjusting the fee upward to cover the additional cost. This may require an updated nexus study and the increase would be applicable only to new community service demands from the new units.

- **Other CIP funds.** The City might consider allocating a portion of the American Rescue Plan Act (ARPA) federal funds it has received, although there are many competitive proposals that exceed the funds available.

- **Debt Financing.** Per the City's ACFR, there is approximately $8.5 million in previously issued lease revenue bonds to refinance prior certificates of participation and fund the construction of the new City Hall. If there is sufficient flexibility in the General Fund to pay debt service, a similar mechanism could be used to close the financing gap.

  Under Example 3, the larger residential project with a value of approximately $60 million would generate $600,000 in new property tax revenues to all taxing entities. The City's share of this 1% tax is 8% or $48,000 in annual revenues. Table 8 shows the amount of annual debt service that might be needed to support a debt issuance sufficient to meet the financing gap after community facilities fees are applied. City leaders should explore whether future facility impact fees could be used for debt service, prepay the debt, or be accumulated in a debt service fund for years when General Fund revenues dip due to recession or other financial setbacks.

- **Enhanced Infrastructure Financing District (EIFD).** This mechanism would be difficult to implement and is mentioned as a remote possibility. An EIFD could be created for the downtown area to collect future property tax increments above the existing tax levels. This revenue stream could help support debt service on debt financing. To generate any meaningful annual revenues, the consent of the County would be required to participate with its share of the tax revenues (11%). It is possible the County might be interested in assisting with a library facility in a EIFD with a limited duration since they will operate the library.
  Although school districts take the majority share of the property taxes, the existence of five different school districts in Oakley make it impractical to include them in an EIFD. The City's 8% share of property taxes combined with the County's 11% would be 19% of any new property taxes. If the EIFD area included the O'Hara block, and the higher density development with a $60 million value were developed, the City could realize annual property tax revenues of $48,000 and the County $66,000, for a combined $114,000 that could support approximately $2.2 million in

debt financing (30-year term at 3% interest). The County's potential interest could be assessed if this mechanism is of interest to City leaders.

The community facilities financing gap and potential offsets for the three scenarios are summarized in Table 8.

Table 8. Funding Examples for Financing Gap

Examples	Funding Gap	Future Fees*	Debt**	Debt Service***
Example 1. O'Hara Low Density	$ 16,903,000	$ 1,8750,000	$ 15,028,000	$ 766,717
Example 2. O'Hara Medium Density	$ 6,105,000	$ 1,8750,000	$ 4,230,000	$ 215,811
Example 3. O'Hara Higher Density and Norcross Parcel	$ 2,788,000	$ 1,8750,000	$ 913,000	$ 46,581

*Five years facilities fees

**Tax exempt financing

*** 3% rate, 30-year term, annual payment

Mixed-Use Ownership and Development Structures – O'Hara/Acme Site

It will be necessary to sell the O'Hara/Acme site to a developer for the residential development. For Examples 1 and 2, where the private development and the public community center share the same site, the community center space would need to be developed and owned under some type of long-term control of the City. This could be accomplished through a vertical subdivision of the parcel or long-term (e.g., 99 years) lease arrangement with the residential developer.

A vertically mixed-use project (Example 1) will require a long-term relationship between the City and the Developer for operations and maintenance. An operating agreement will be needed to identify areas of responsibility for items such as leaks, drainage, parking controls, noise abatement, elevator and utility shaft easements etc. Vertically mixed-use and mixed ownership projects can and are accomplished, but they are complex to finance and operate long term.

Another consideration is the design and construction of the development. One contactor constructing both the public and private portions of the project on one block is the most efficient for Examples 1 and 2. It does, however, require that the City create a set of design specifications for the public space to identify what the private developer is responsible for delivering.

Conclusion

The following are the major points to highlight from the analysis:

- The economics of a PPP do not fully fund the public improvements but are close enough under certain scenarios to warrant a more detailed analysis by a team of design and economic consultants, if the City is willing to consider higher density development, dedication of the public facilities fees, and some form of debt financing.
- There are many design variables that affect project cost and project desirability. There are many potential iterations of development size and financing that can be undertaken by a team of experts with City guidance.
- A large variable in the feasibility is the size and design quality of the community center. A more modest design than that provided by Noll & Tamm could reduce the square foot cost from $600 per square foot. For example, reducing the cost to $500 per square foot for a 20,000 square foot community center would reduce the funding gap by $2 million. Accepting a smaller facility now with a potential for future expansion will also substantially reduce the financing gap.
- Utilizing two sites (O'Hara and Norcross) reduces project construction and the complexity of ongoing operations and allows the maximum private revenues to support the public facilities, provided the City is willing to support higher density. This alternative also concentrates the library, senior center, and veteran's hall adjacent to City Hall for a combined civic center.

Next Steps

Management Partners recommends the following to move from this preliminary analysis phase to a more detailed analysis.

1. Review SLA requirements with the City Attorney for concurrence on interpretation of the SLA.
2. Conduct a first review with City Council based on conclusions from the initial analysis. Test the parameters for development, parcels to be included, and public financing methods.
3. Test development and financing scenarios with County staff.
4. Develop a draft Notice of Availability (NOA) with the conditions for a mixed-use PPP development. Review NOA with HCD for agreement that the City can proceed with an NOA with the public community center requirements as part of the development conditions.
5. If HCD supports the mixed-use/PPP conditions, draft an RFP for a team of architectural and financial consultants to further refine the development and financing parameters to be included in an NOA. Consider City Council approval of the RFP before it is distributed.
6. Review the consulting team's detailed analysis with the City Council for further action.



Attachment A – Oakley Library Project and Examples of Public Private Partnerships

Contra Costa County Bay Point Orbisonia

This example is the most directly comparable to the objectives of the Oakley Library project since it is of the same scale and involves private development creating income to fund a public building (as opposed to infrastructure).

Master Development Agreement Terms

The site is a prime developable location at 530-625 South Broadway Avenue near the Bay Point BART Station adjacent to Pittsburg. The County-owned parcel is a total of 7.6 acres divided into two sites/phases A and B, and was offered pursuant to a Request for Qualifications in 2017.

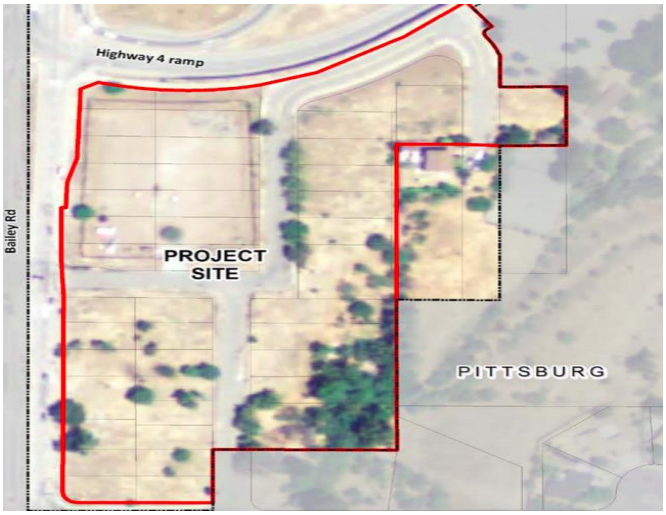
Development assumptions for the Orbisonia Heights site include:

- Phase A: 150 affordable multi-family residential units, a 20,900 square foot library, and parking for 189 vehicles.
- Phase B will include: **4**0,000 square feet of commercial space with frontage on Bailey Road or within a plaza, plus 195 multi-family residential units based on a density of 65 dwelling units per acre, as designated by the Specific Plan (with a minimum of 40 dwelling units per acre).

Residential off-street parking of 1.3 to 1.5 spaces per dwelling unit is required for the site. Commercial parking of 3.3 parking spaces per 1,000 square feet of net rentable area is also required. The parking standards are lower than typical County developments due to the proximity to transit.

Building height requirements allow four stories over parking or a maximum of six stories up to a height of 65 feet. A minimum of 15% of new housing should be affordable to very low income- (6%) and moderate-income households (9%) based on Redevelopment Agency requirements. The developer may also request that the County consider issuing Private Activity Bonds for a multiple-family rental project.

Site Area – 7.6 Acres



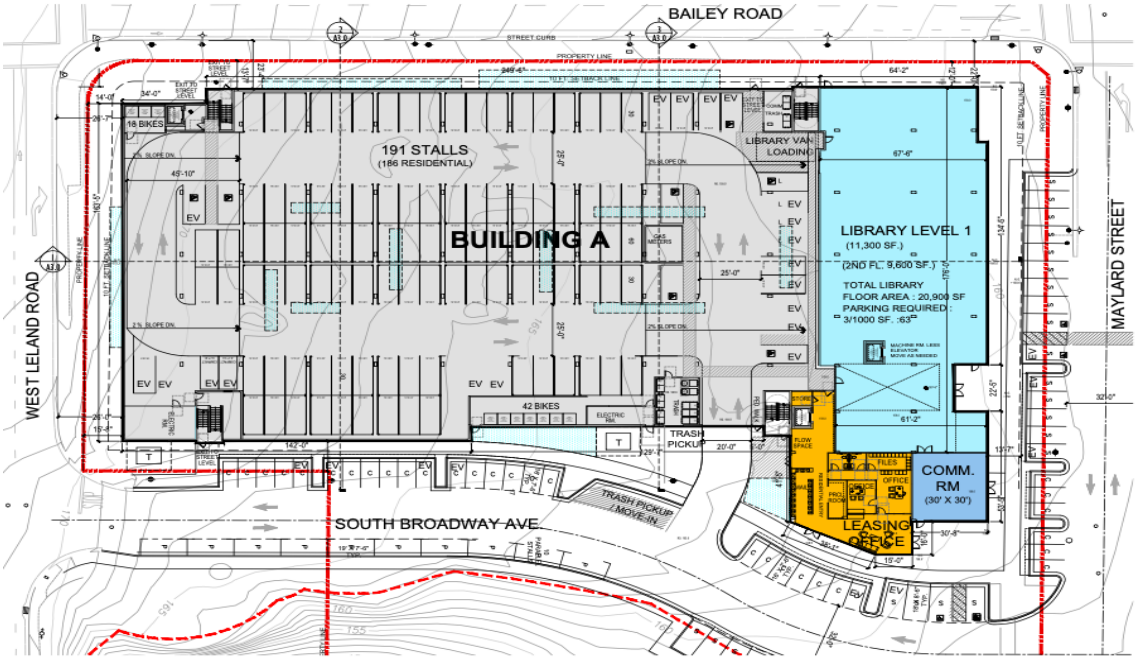
May 2022 Disposition and Development Agreement (DDA) Terms: Phase A

The Phase A project includes 150 affordable multi-family residential units, and a County-owned library of approximately 21,000 square feet. The County will sell 3.3 acres of the property (143,750 square feet) to developer Pacific West Properties. The land cost to the developer is approximately $6 million, consisting of the developer's obligation to construct the $4.2 million two-story library at no cost to the County and a $1,796,875 loan to the developer in "seller carryback financing" which will be made by the County.

The land loan terms include 3% interest and annual payments to be 50% of residual receipts (excess income over expenses, if any). The site area, net of the 11,300 square foot library parcel to be conveyed back to the County equals 132,450 square feet. When divided into the $6 million equivalent land cost it equals $45 per square foot land value. Almost all the units will qualify as either extremely low income at 30% of area median income (AMI), very low at 50% AMI, or low at 60% to 80% AMI. The DDA provides for low-income tax credit financing to finance the majority of the development, requiring an allocation of tax credits from the state.

The developer has agreed to construct the library improvements, at a cost to the developer of not less than $4,200,000 ($210 per square foot), using plans and specifications (design development plans) approved by the County, and then conveys the library parcel and improvements to County at no cost. The library parking ratio is 3/1,000 requiring 63 spaces, which are provided on-street on two of the four streets surrounding the parcel and are not part of the residential garage. The parcel conveyance may not be subject to the Surplus Land Act as it is exempt due to the use being 100% affordable units (Section 103 (b) (3) (A)). The developer was selected using an RFQ/RFP process established by the County.

Phase A Ground Floor Plan



Library and Residential Elevation



Two Story Library with Residential Above

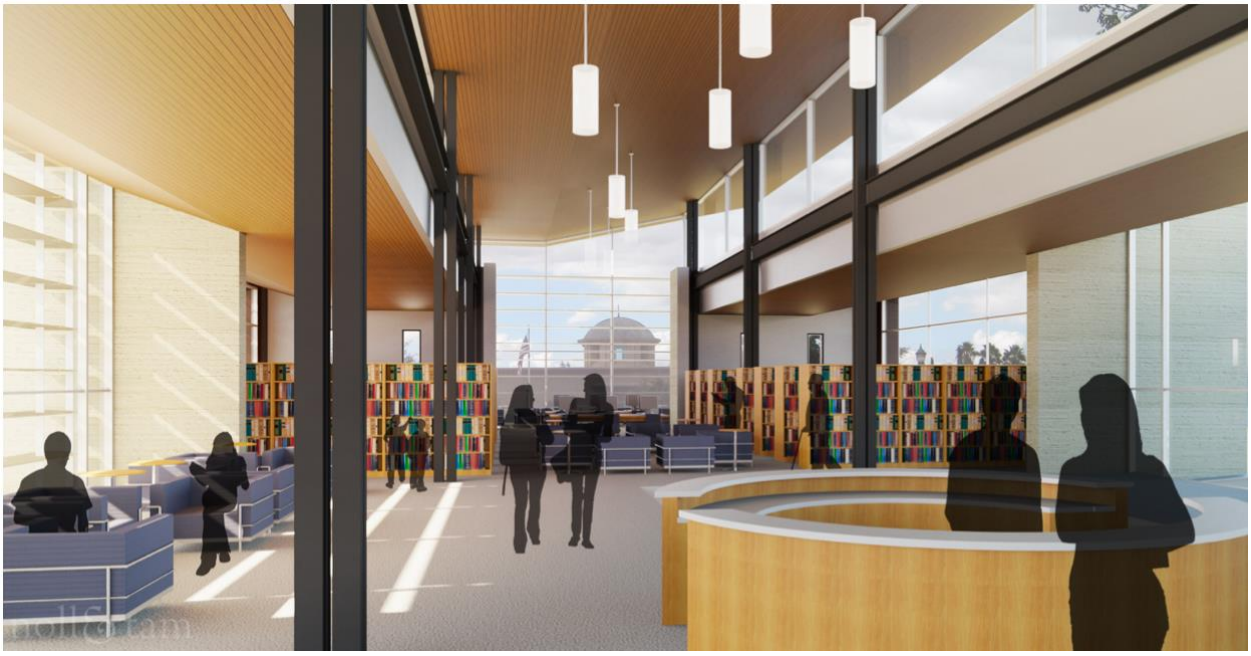
Resources for Public Private Partnership (PPP) Examples

Table 9 has resources for PPP projects that illustrate several different types of partnerships to fund various public improvements, primarily infrastructure projects such as streets/utilities, water delivery or large-scale public buildings. Many examples illustrate how public financing is used, as well as private construction of public facilities through various forms of design-build. The examples are not directly comparable to the Oakley project, but certain financing and construction approaches are useful to consider.

Table 9. Resources for Public Private Partnerships

Agency / Date	Description	Website / Link
DOT/FTA (2018)	Basic information on PPP and TOD, with links to specific transit projects that include profiles about funding sources, delivery methods, private partners, consultants, etc.	https://www.transit.dot.gov/funding/funding-finance-resources/private-sector-participation/private-sector-participation-and
NMBL Strategies (2022)	"*5 examples of PPP in implementation*" Includes reference links to other PPP-related articles	https://www.nmblstrategies.com/blog/5-examples-of-public-private-partnerships-in-implementation
National League of Cities (undated but recent)	Article on PPP with examples and reference links "*Public private partners a solution to aging infrastructure"*	https://www.nlc.org/article/2020/09/01/public-private-partners-a-solution-to-aging-infrastructure/
Bay Area Council Economic Institute (2018)	"*PPP in California*" This is a 60-page document on specific PPP examples in California (past five years, in development, planned, etc.). Each example includes brief descriptions on project background, procurement and financing, key innovations, and results. Includes chapter on procurement and financing innovations	https://www.dropbox.com/s/mqvfdlzozil0zdy/Bay%20Area%20Council%20PPPinCalifornia.pdf?dl=0
League of California Cities (2021)	Good overall resource/reference on PPP	https://www.dropbox.com/s/nv2099s9dakpffl/League%20CA%20Cities%20Public-Private-Pa.pdf?dl=0

Attachment B – Noll & Tam Measure K Library Interior Perspective

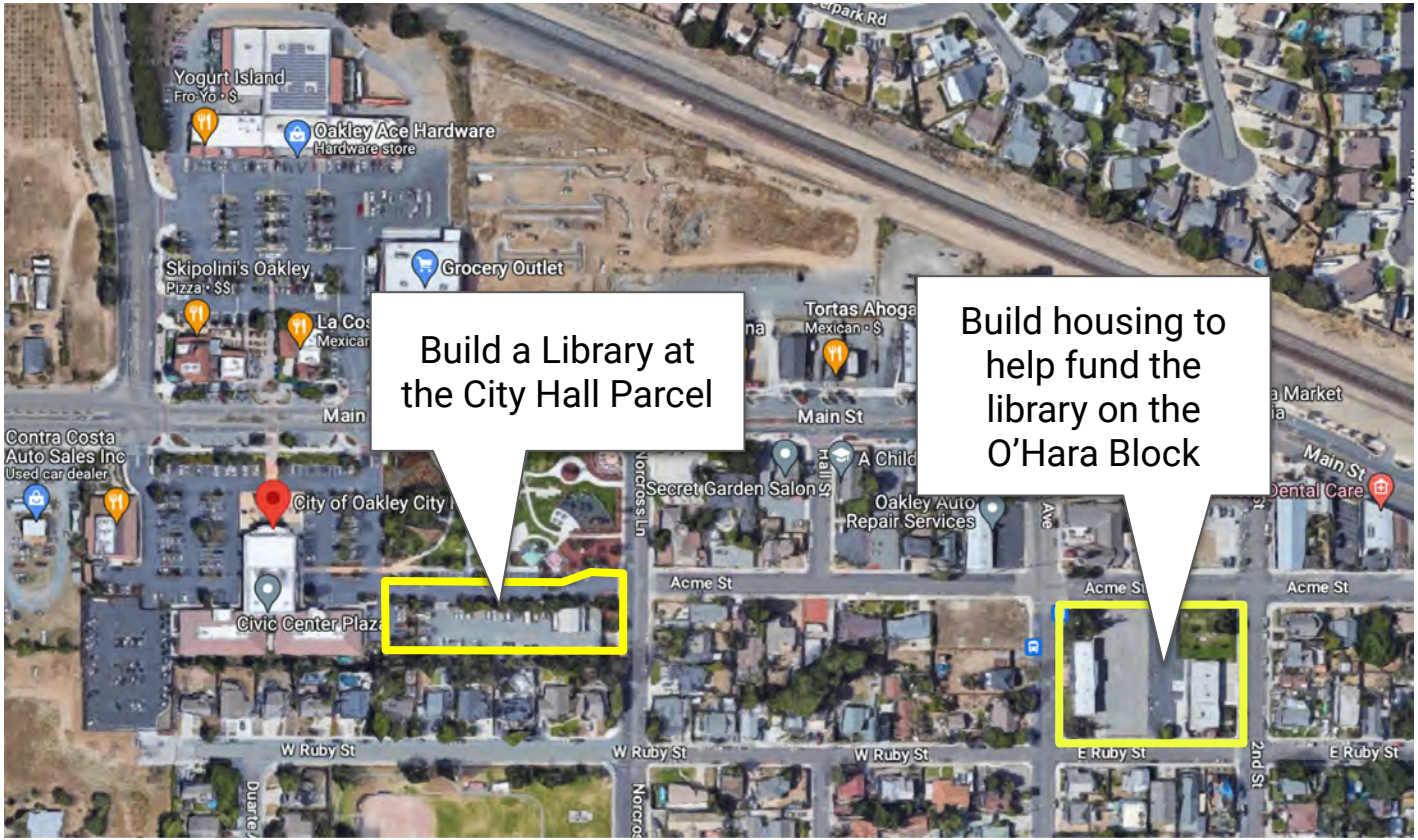


ATTACHMENT B - Additional Feasibility Analysis

Oakley Library and O'Hara Residential Projects Design and Economic Study "Library and Housing Study"

City Council Meeting
November 14, 2023

City Goal: Build a library



The need for a new Library

2012 - Friends of the Oakley Library form a New Library subcommittee to pursue a new location and funding for a downtown stand-alone library.

2015 - The New Oakley Library and Community Learning Center Committee present a new measure to create a new Library and Learning Center in downtown Oakley.

June 2016 - Ballot **Measure K fails to get 66% of votes** needed for a new Library and Community Learning Center in downtown Oakley.

May 31, 2019 - The City of Oakley celebrates 20 years of Cityhood. The Oakley Library is still located in its shared space at Freedom High School.

November 2019 - City of Oakley looks to convert the sheriff's substation at East Ruby Street into a library for Oakley.

May 2022 - The City of Oakley and Contra Costa County agree to share the cost of demolishing the sheriff's substation. Under the agreement, Oakley and the county would split the estimated $400,000 demolition costs. The city would then have 36 months to secure funding to pay for capital costs and some operational costs for a new library. If successful, the county, which approved the demolition last fall, would then deed the property to the city, McMurray said. If the city fails in securing funding, though, it would be responsible for the entire demolition costs.

https://www.oakleylibrary.org/new_library_faq_s



OAKLEY LIBRARY FAQ'S

BUT WE ALREADY HAVE A LIBRARY...

No, we do not. The space that the library resides in belongs to Freedom High School and Liberty Union High School District. In 1999 Freedom High School and the County Library signed a lease for use of the space for a period of five years. This time would allow the City to find another, more permanent location for the library. This lease was extended until 2010. Since July 1, 2010, the County Library has had a month-to-month lease with Liberty Union High School District to use the space inside the Freedom High School Library.

HOW BIG IS THE LIBRARY?

The current library 3,000 square feet and is located inside of the Freedom High School Library.

JANUARY 6, 2023 COMMUNITY WWW.THEPRESS.NET 13

Public can weigh in on new Oakley Library

City Council to discuss topic at Jan. 24 meeting

By Rene De Amarai
Staff Writer

Residents can weigh in on what they want the new Oakley Library to offer when the City Council meets next on Jan. 24. City Manager Josh McMurray said that the early analysis for the construction of the new Oakley Library will be presented at that meeting.

The city hired the San Jose government consulting firm Management Partners in 2022 to assist with early analysis with findings originally scheduled to be presented towards the end of 2022.

The official agenda for the Jan. 24 City Council meeting will be announced Jan. 19. "City Staff is excited to share the analysis on a potential new Oakley Library to the City Council and the public January 24th," McMurray said in an email. "This will be an opportunity to receive feedback and direction from the City Council as well as hear from the community."

Friends of the Oakley Library president Lorena Cooper encourages the community to attend the meeting to show support for the construction of the library.

"This is an important meeting to attend for anyone in support of the city's very first standalone library," she said. "We encourage all residents to stay informed on the progress of this discussion and to show support for the library. Our local representatives need to hear support for a library directly from its constituents."

The Oakley Library currently borrows space that is initially leased from Freedom High School. The lease began in 1999 and was extended until 2019. The lease is month to month.

"Right now, the Oakley Library is situated in 3,000 square feet of space inside of Freedom High School," Cooper said. "The Oakley Library needs to have a permanent space with enough square footage to accommodate the needs of Oakley residents. Libraries provide vital resources, more than physical books, including spaces and opportunities for residents to get together and build community."

A new Oakley Library has been in the works for some time. During the Sept. 28, 2021 Oakley City Council meeting, McMurray proposed a cooperative agreement between Contra Costa County and the City of Oakley to commit $400,000 to the demolition of the substation, which did not pass.

Oakley City Council then passed the motion at the April 26, 2022 Oakley City Council meeting on a 3-0 vote, so if the city and the county will split the $4 substation demolition costs.

Library

Design Priorities

The Library should be sized to be within our means to pay for it.

The Library should add to the quality of downtown.

Amenities desired

1. Children's section for young children and a separate section for teens
2. Senior space and veterans space
3. Space for City administration
4. Space for ancillary County services
5. Shared use with an Emergency Operations Center
6. Dedicated offices to lease to elected officials

How much does it cost to build a library?

The development costs of a single-story library building are about **$1000 per square foot** including construction costs, soft costs and fixtures, furnishings, and equipment (FF&E).



Pleasant Hill Library
Size: 23,900 sf
Cost: $1400 per square foot (very high quality)
Total: $33.6 million
Built in 2022









Mountain House Library & Town Hall
Size: 54,000 sf (21,000 sf Library)
Cost: $575 per sf
Total: $31 million
Built in 2020 - Opened 2021







South Berkeley Library
Size: 8,500 sf
Cost: $765 per sf
Total: $6.5 million
Built in 2013





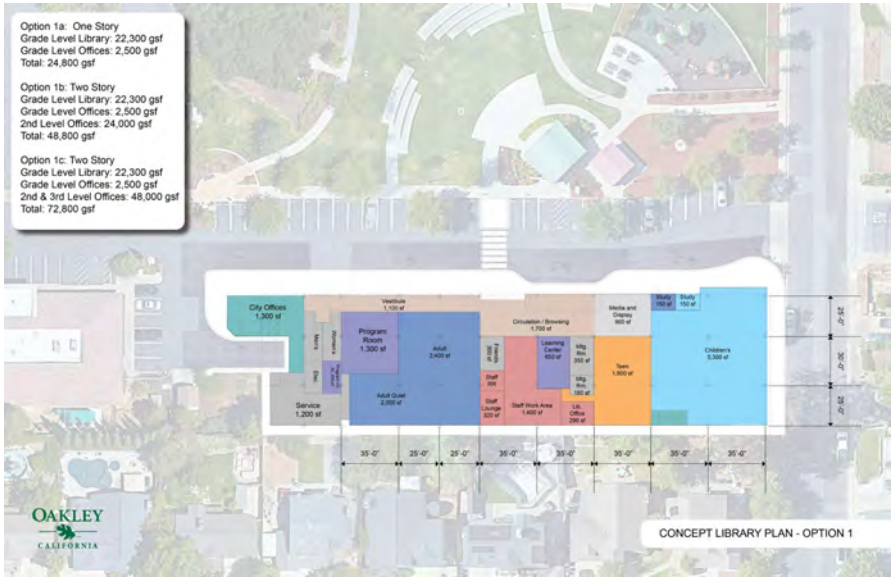


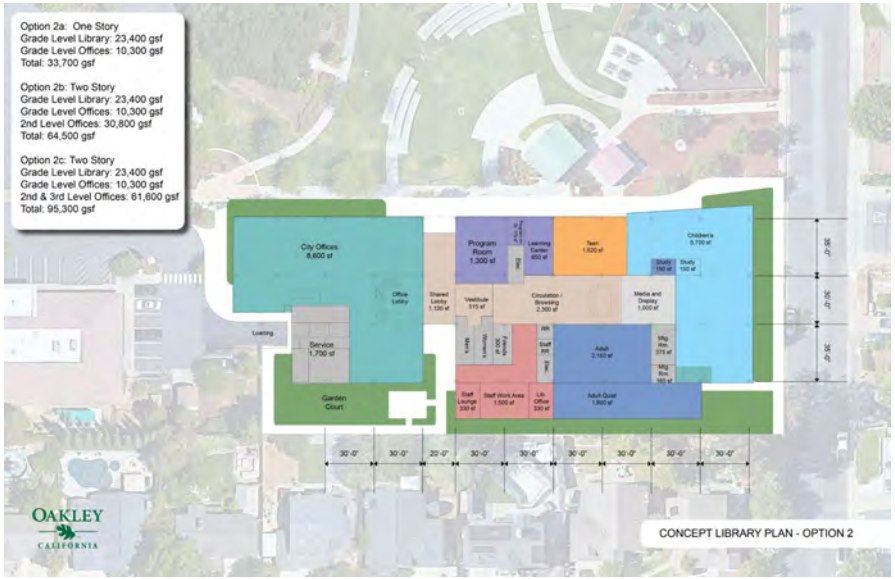
San Francisco Bayview Library
Size: 9,000 sf
Cost: $1,500 per sf
Total: $13.5 million
Built in 2013





West Berkeley Library
Size: 9,500 sf
Cost: $830 per sf
Total: $7.9 million
Built in 2013





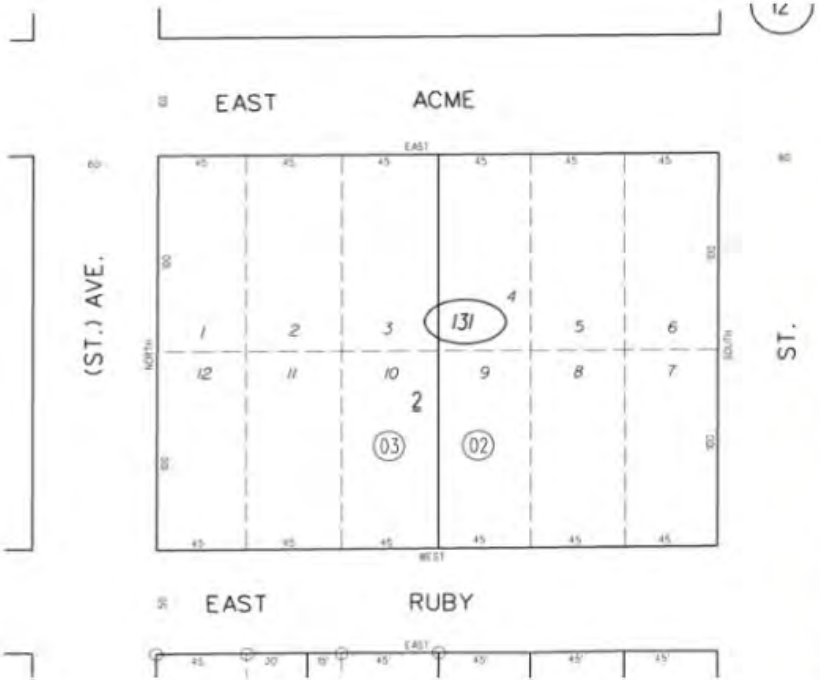
Option 1: One-story 24,800 SF building. In this version some of spaces could be shared with other users (seniors, veterans, emergency operations).

Costs estimate: **$24.8 million.**

Option 2: We also considered a larger library layout designed to open on to the park. This included City offices, a senior center, and a veteran's hall.

Housing Options at the O’Hara Site

Figure 1 – O'Hara Block and Parcels





Single Family Detached: Clustered + Duets Site Test

“8-Pack Product”

- Small lot module to allow two clusters + edge units
- 2 Parking Spaces per unit - enclosed
- 2 story construction - detached
- Shared driveways to increase yield
- Minimal curb cuts

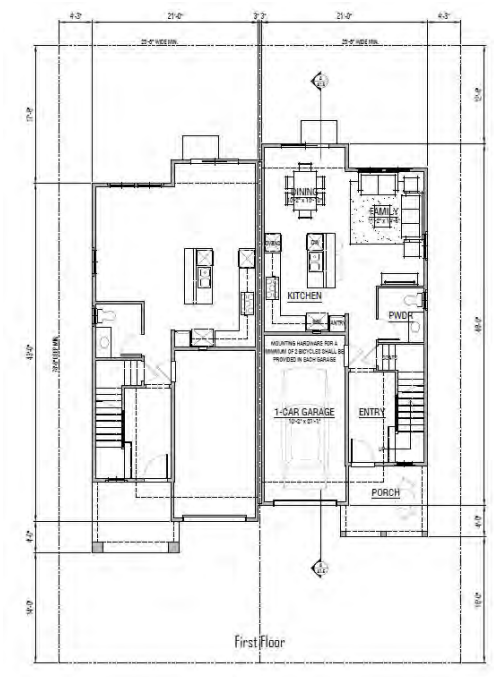


The Elements at Sterling Meadows - Elk Grove

Single Family Detached: Clustered + Duets Site Test

“Duet Product”

- Units separated by 6”
- 1 Parking Space per unit - enclosed
- 2 story construction
- 3 bedroom







Casa Grande Homes - DeNova

Small Lot - Clustered Single Family Detached Homes

Unit A* - 1,630 sf: 8 Units
3 Bed / 2.5 baths
2 Car Garage 450 sf
Unit GSF: 2,080 gsf

Unit B* - 2,041 sf: 4 Units
5 Bed / 3 baths
2 Car Garage 450 sf
Unit GSF: 2,491 gsf

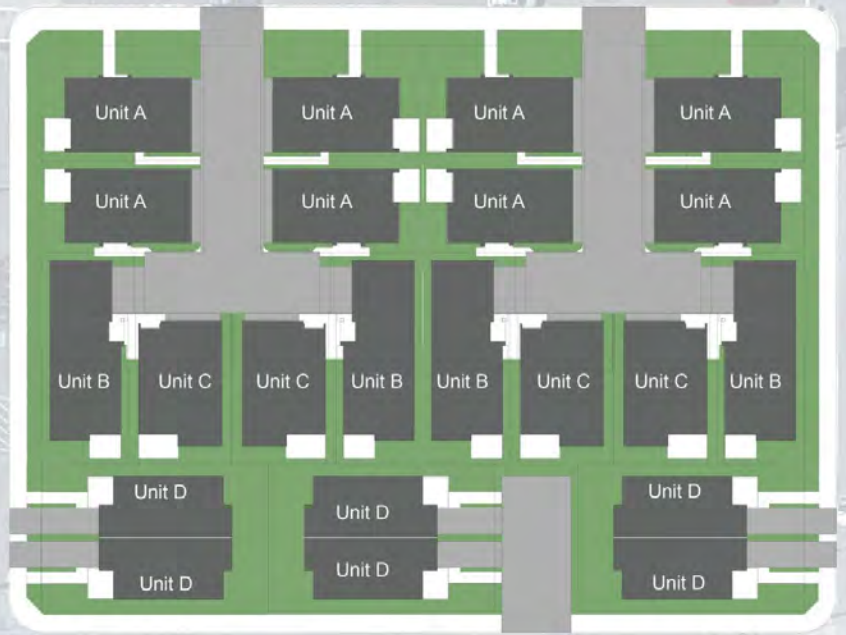
Unit C* - 1,820 sf: 4 Units
3 Bed / 2.5 baths
2 Car Garage 450 sf
Unit GSF: 2,270 gsf

Unit D** - 1,395 sf: 6 Units
3 Bed / 2.5 baths
1 Car Garage 231 sf
Unit GSF: 1,626 gsf

Project GSF:45,440 gsf

*Based on The Elements at Stemling Meadows Elk Grove, CA

**Based on Casa Grande Development, Petaluma, CA



OAKLEY CALIFORNIA

TEST FIT OPTION A REVISED - 22 UNITS DETACHED

Attached: Townhomes Site Test

“Townhomes”

Compact urban townhomes are ideal for small families or starter homes.

- Mix of 1 and 2 space parking allocation
- 3 story construction - attached
- 4 rows of townhomes
- Guest Parking on Street





Triad East - Livermore


Townhomes
Unit A - 1,143 sf: 24 Units
2 Bed / 2.5 baths
1 Car Garage 278 sf
Unit GSF: 1,421 GSF
Unit B - 1,143 sf: 24 Units
2 Bed / 2.5 baths /
2 Car Garage 473 sf
Unit GSF: 1,616 sf
Project GSF: 72,888 GSF
Based on Triad East Livermore - DeNova Homes
Unit A
Unit B
OAKLEY
CALIFORNIA
TEST FIT OPTION B - 48 TOWNHOMES

Attached: Garden Apartment Test

“3-story tuck under”

- 1, 2, & 3 bedroom Flats
- Mix of 1 and 2 space parking allocation - mostly tuck under
- 3 story construction - attached
- 4 buildings
- Guest Parking on Street



Triad East - Livermore


3 story flats with Tandem Parking
(x2) Building A - 17 Units
Units below are per building
Parking: 26 Spaces / 4,944 sf + 4 surface ea.
Storage: 538 sf
Stairs and Circulation: 2,210 sf
Patios: 1,602 sf
Unit A - 825 sf: 2 Units
2 Bed / 2 baths
Unit B - 937 sf: 8 Units
2 Bed / 2 baths
Unit D - 995 sf: 4 Units
2 Bed / 2 baths
Unit F - 1,275 sf: 3 Units
3 Bed / 2 baths
GSF Per Building Including Garage:
24,643 gsf (excludes patios)
(x2) Building B - 15 Units
Units below are per building
Parking: 18 Spaces / 3,504 sf + 4 Surface ea.
Storage: 538 sf
Stairs and Circulation: 1,774 sf
Patios: 1,186 sf
Unit A - 825 sf: 2 Units
2 Bed / 2 baths
Unit B - 937 sf: 8 Units
2 Bed / 2 baths
Unit C - 626 sf: 3 Units
1 Bed / 1 bath
Unit E - 995 sf: 2 Units
2 Bed / 2 baths
GSF Per Building Including Garage:
18,830 gsf (excludes patios)
Project GSF: 86,946 gsf
Based on Triad East Livermore -
DeNova Homes
Building A North
17 units
Building B North
15 units
Building A South
17 units
Building B South
15 units
OAKLEY
CALIFORNIA
TEST FIT OPTION C - 64 UNITS FLATS

3 story flats with Tandem Parking

(x2) Building A - 17 Units
Units below are per building

Parking: 26 Spaces / 4,944 sf + 4 surface ea.
Storage: 538 sf
Stairs and Circulation: 2,210 sf
Patios: 1,602 sf

Unit A - 825 sf: 2 Units
2 Bed / 2 baths

Unit B - 937 sf: 8 Units
2 Bed / 2 baths

Unit D - 995 sf: 4 Units
2 Bed / 2 baths

Unit F - 1,275 sf: 3 Units
3 Bed / 2 baths

GSF Per Building Including Garage:
24,643 gsf (excludes patios)

(x2) Building B - 15 Units
Units below are per building

Parking: 18 Spaces / 3,504 sf + 4 Surface ea.
Storage: 538 sf
Stairs and Circulation: 1,774 sf
Patios: 1,186 sf

Unit A - 825 sf: 2 Units
2 Bed / 2 baths

Unit B - 937 sf: 8 Units
2 Bed / 2 baths

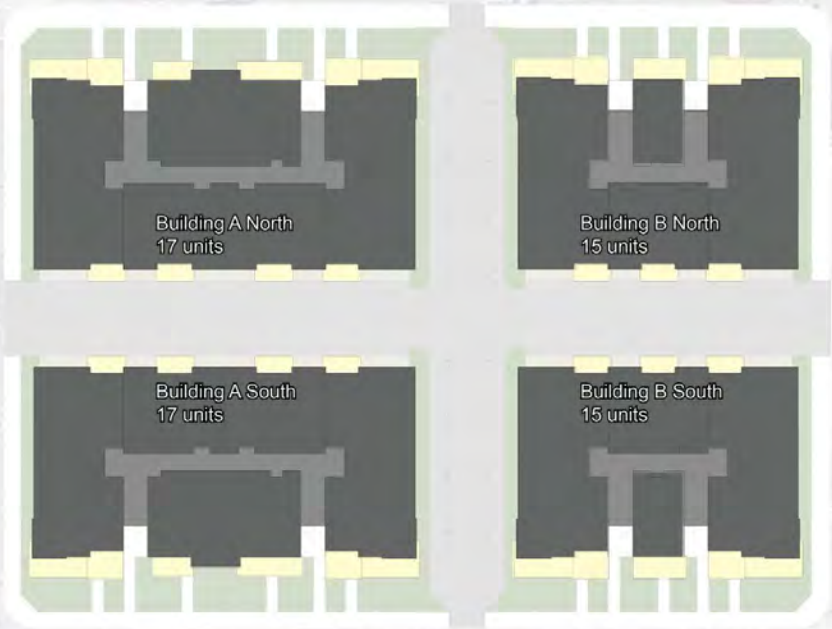
Unit C - 626 sf: 3 Units
1 Bed / 1 bath

Unit E - 995 sf: 2 Units
2 Bed / 2 baths

GSF Per Building Including Garage:
18,830 gsf (excludes patios)

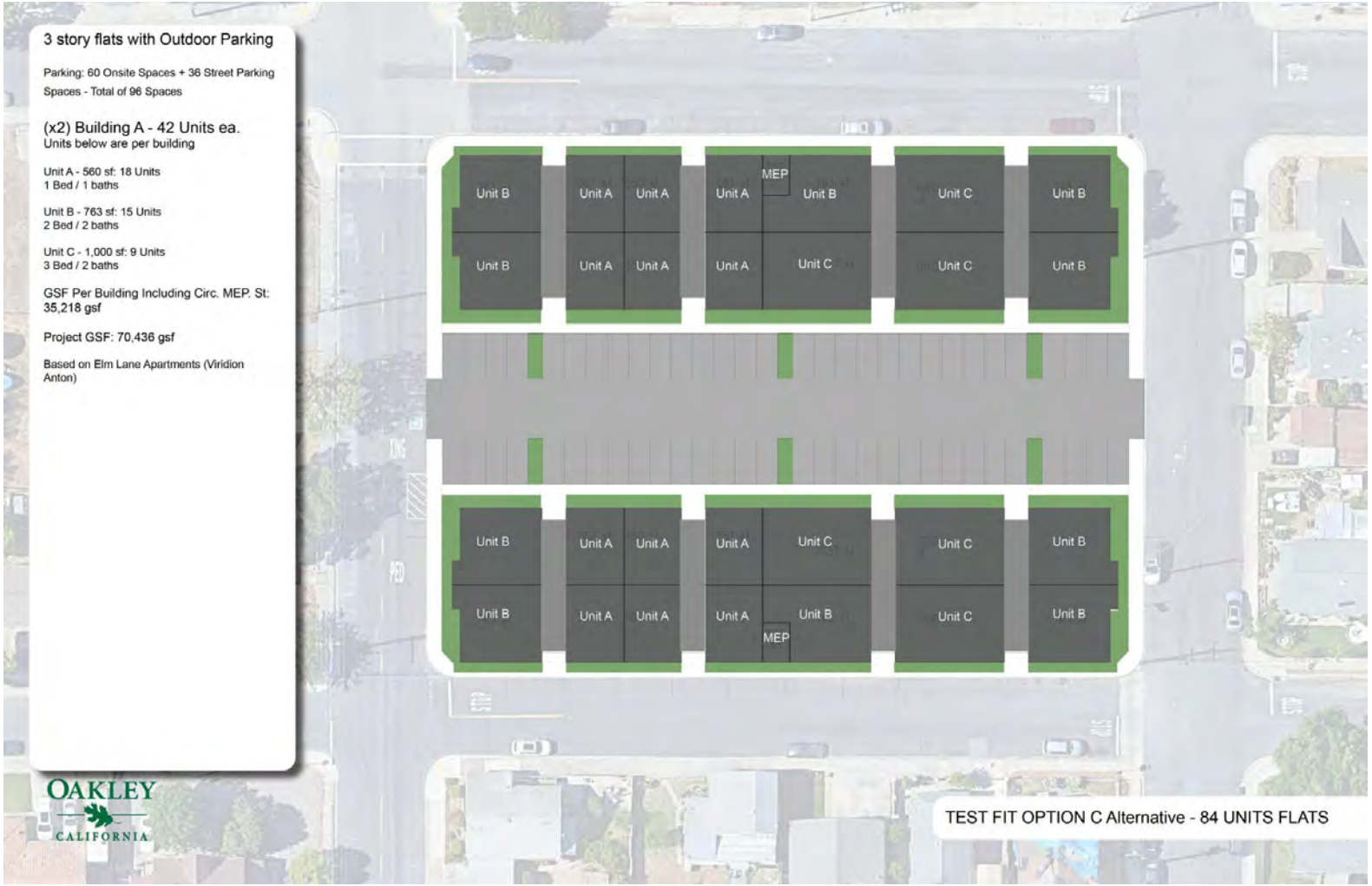
Project GSF: 86,946 gsf

Based on Triad East Livermore -
DeNova Homes



UPPER LEVEL TEST FIT OPTION C - 64 UNITS FLATS

OAKLEY
CALIFORNIA


3 story flats with Outdoor Parking
Parking: 60 Onsite Spaces + 36 Street Parking Spaces - Total of 96 Spaces
(x2) Building A - 42 Units ea.
Units below are per building
Unit A - 560 sf: 18 Units
1 Bed / 1 baths
Unit B - 763 sf: 15 Units
2 Bed / 2 baths
Unit C - 1,000 sf: 9 Units
3 Bed / 2 baths
GSF Per Building Including Circ. MEP. St: 35,218 gsf
Project GSF: 70,436 gsf
Based on Elm Lane Apartments (Viridion Anton)
Unit B
Unit A
Unit C
MEP
OAKLEY
CALIFORNIA
TEST FIT OPTION C Alternative - 84 UNITS FLATS

Attached: 4 stories over Podium

“Podium apartments”

- Studio, 1, 2, & 3 bedroom Flats
- 1.3 spaces / unit
- 4 story housing over 2 story podium
- 1 building
- Guest Parking on Street



Ave Vista Apartments - 460 Grand Ave., Oakland


4 story flats over 2 level structured parking podium
Grade Level Parking:172 spaces / 61,000 sf
Grade Level Housing and Amenity:15,200 sf
Typ. Upper Level: 37,500 gsf
x 78% Efficiency = 29,250 sf
Average Unit: 900 sf
32 Units per floor
x 4 Floors: 128 Units
6,000 sf Amenity Deck Courtyard
Project GSF: 241,400 gsf
OAKLEY
CALIFORNIA
TEST FIT OPTION D - 128 UNITS FLATS

4 story flats over 2 level structured parking podium

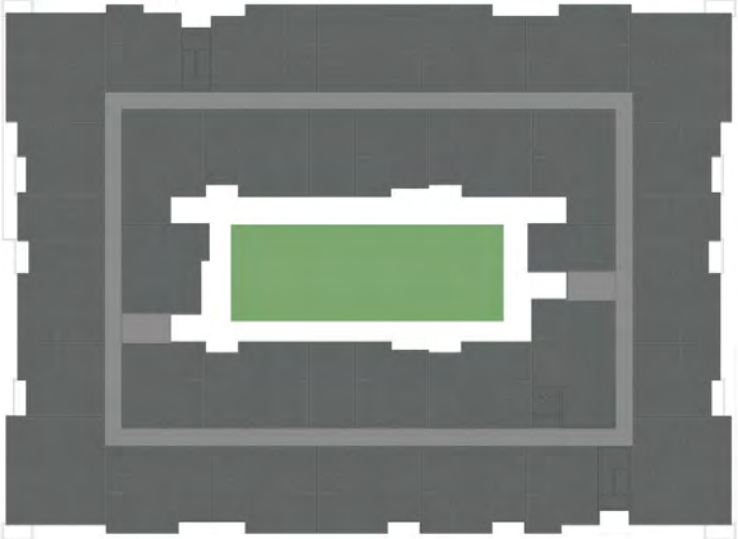
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Grade Level Housing and Amenity:15,200 sf

Typ. Upper Level: 37,500 gsf
x 78% Efficiency = 29,250 sf
Average Unit: 900 sf
32 Units per floor

x 4 Floors: 128 Units

6,000 sf Amenity Deck Courtyard

Project GSF: 241,400 gsf



OAKLEY
CALIFORNIA

UPPER LEVEL TEST FIT OPTION D - 128 UNITS FLATS

Site Tests Yield



22 units
1750 net sf/unit
average



48 units
1143 net sf/unit
average



64-84 units
936 net sf/unit
average



128 units
900 net sf/unit
average

Potential Revenues from Residential Site

Residual Land Value Analysis

- ***Residual Land Value Analysis*** - potential developer land payment based on revenue, cost, and return assumptions
- ***Development Prototypes*** - Four (4) product types identified through the site yield analysis
- ***State Surplus Lands Act Requirement*** - Minimum of 25% of housing for low income households
- ***Data Sources*** - Developer Interviews; Other Projects; City Fee Schedule; Standard Profit Margin

Total Development Cost per Unit



Single Family Detached

Project Cost
$421,900/unit



Townhomes

Project Cost
$391,200/unit



Garden Apartments*

Project Cost
$398,500 -
$315,300/unit



Podium Apartments

Project Cost
$543,300/unit

*Garden costs reflect both onsite parking option and partially street parked option.

Per Unit Residual Land Value









	Single Family Detached	Townhomes	Garden Apartments*	Podium Apartments
Value	$531,600	$388,700	$349,200	$353,200
Development Costs + Profit	$485,200	$449,900	$362,600	$624,700
RLV	$46,400	-$61,200	-$13,400	-$271,500

*Garden Apartments reflect the higher density, partially street-parked option.

Results of Land Value Analysis

Most product types are infeasible under current conditions

- Recent increases in construction, current market prices, robust development impact fees, and the requirement for 25% affordability result in a negative residual land value for most products
- Negative residual land value means these development types are infeasible unless there are changes in pricing or costs

Single Family Detached Development is most promising

- Under current conditions, only Single Family Detached product would be expected to command positive residual land values; i.e. developers would be willing to pay for the land

Single Family Detached - Base Case and Premium



Base Case: $360/ sq. ft. sale price

Premium Case: 7.5% increase to $387/sq. ft. sale price

Scenario	**Base Pricing ($600,000/unit)**	**Premium Pricing ($650,000/unit)**
Net Sales Revenue	$11,695,400	$12,464,300
Costs + Profit	$10,674,800	$10,674,800
Residual Land Value	$1,020,700	$1,789,600

Maximum Residual Land Value

- Site Yield Analysis maximized residential yield for a broad range of product types
- Base land value for Single Family Detached Development estimated at **$1 million**
- With improved pricing (more optimistic view of downtown premium/ changing conditions), land value estimate increases to **$1.8 million**
- As with all land sale opportunities, actual willingness of developers to pay for land will not be known until placed on market/ terms negotiated
- For library financial planning purposes, a maximum of a $2 million land value is recommended at this time

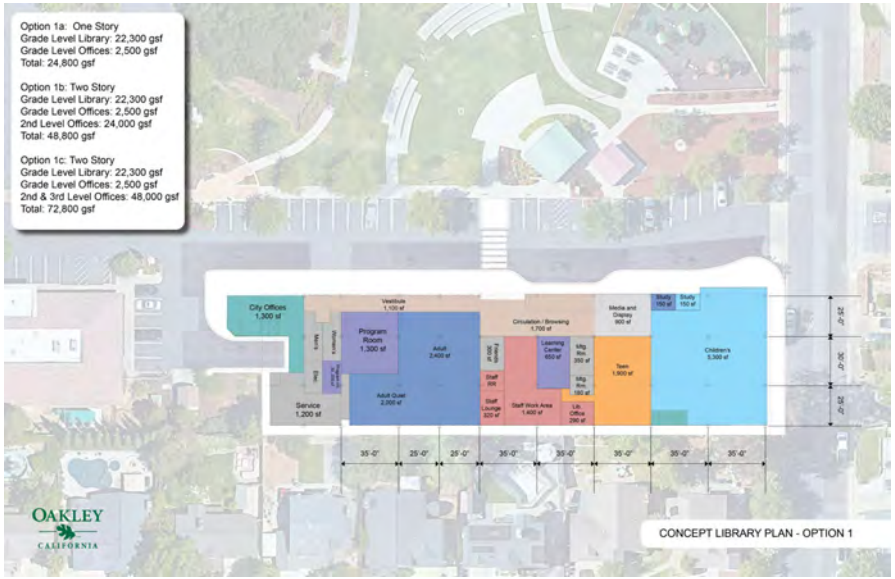
Maximum Residual Land Value = ~$2,000,000

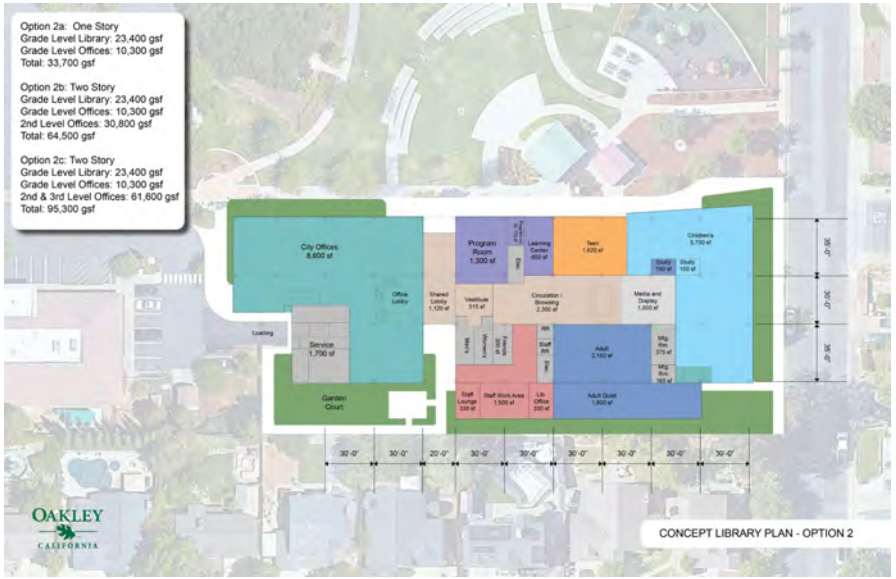
Approach to Disposition

If City does move forward with site disposition, it is recommended that it offers developers flexibility in terms of allowable residential product types:

- Maximize number of potentially interested developers
- Allow developers to considers shifts in the market, construction costs, and interest rates over time, and to play to their strengths

Library Funding Options



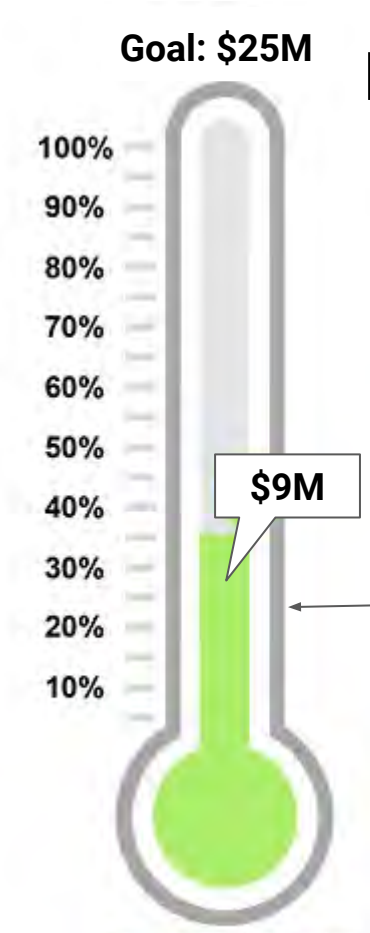


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Costs estimate: **$24.8 million.**

Option 2: We also considered a larger library layout designed to open on to the park. This included City offices, a senior center, and a veteran's hall.

Funds available for the library



$X Donations (Friends of Oakley Library)?

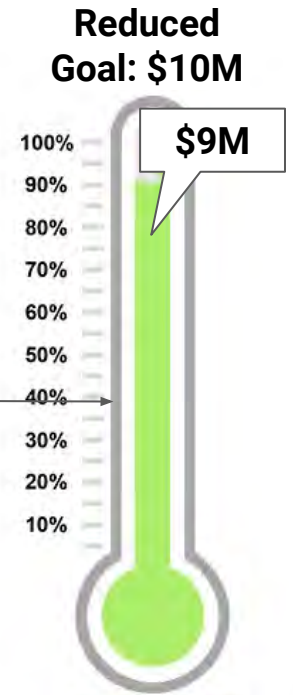
$X Other sources of revenue (grants)?

$4,000,000 Potential City Revenue

$500,000 City Public Facilities Fees

$2,500,00 ARPA Funds

$2,000,000 Residual land value from O'Hara site

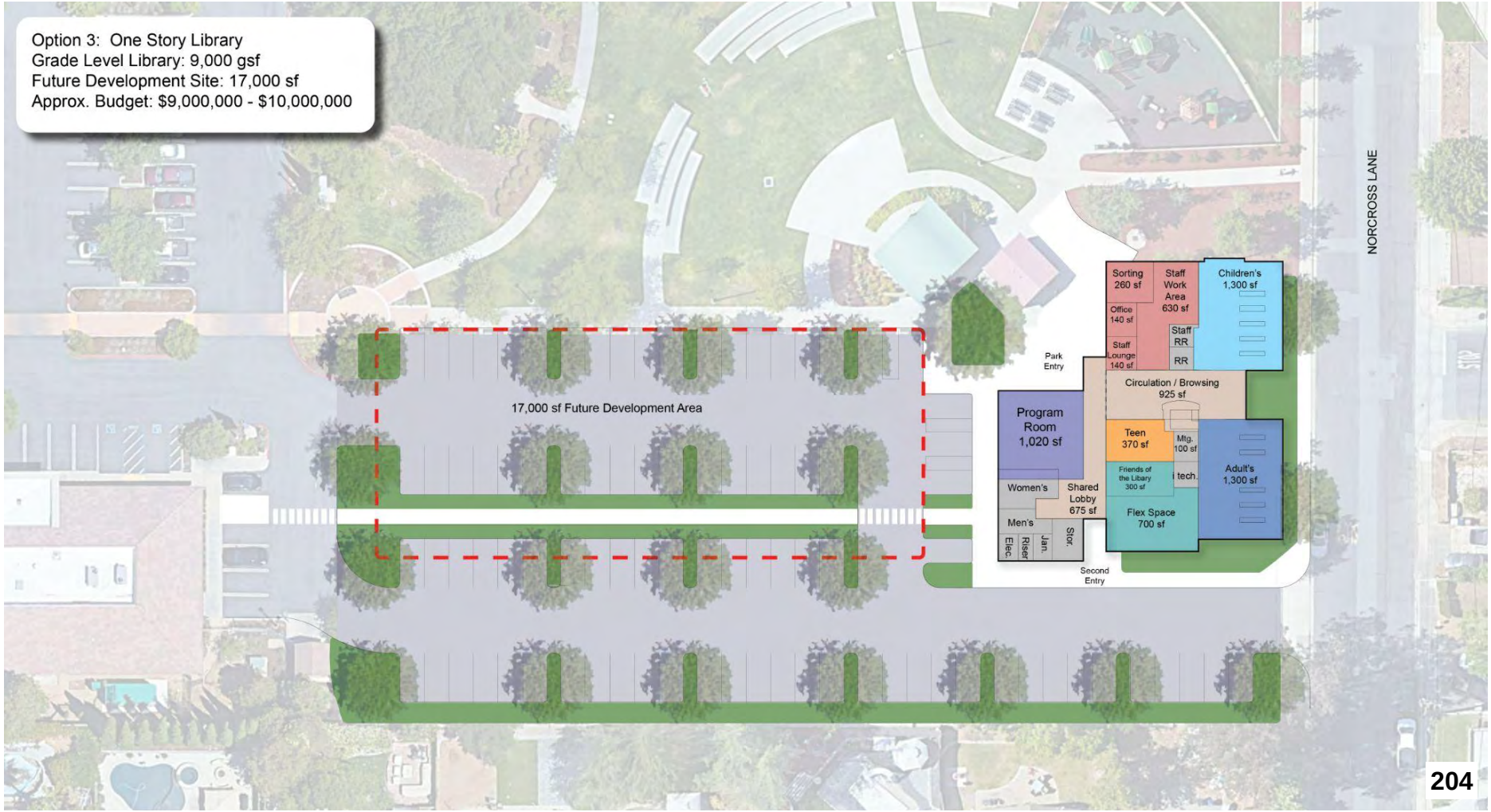


Contra Costa County Square Footage per Capita per Library

	Community	Library Square Footage	Population	Square Footage per Capita
1	Lafayette	34,930	26,521	1.32
2	Clayton	15,500	12,192	1.27
3	Kensington	5,094	5,077	1.00
4	Pinole	17,098	19,318	0.89
5	Orinda	17,136	19,806	0.87
6	Hercules	21,500	25,601	0.84
7	Walnut Creek/YV	55,202	69,825	0.79
8	San Pablo	22,387	31,124	0.72
9	Pleasant Hill	24,000	34,903	0.69
10	Moraga	10,913	17,692	0.62
11	El Sobrante	7,474	12,669	0.59
12	San Ramon/ Dougherty	33,138	75,839	0.44

	Community	Library Square Footage	Population	Square Footage per Capita
13	Crockett	1,238	3,094	0.40
14	Danville	17,000	44,650	0.38
15	Brentwood	20,721	63,800	0.32
16	El Cerrito	6,400	25,601	0.25
	Oakley	9,000	42,129	0.21
17	Martinez	6,792	38,290	0.18
18	Bay Point	3,825	23,896	0.16
	Oakley	6,000	42,129	0.14
19	Pittsburg	9,196	76,416	0.12
20	Antioch/Prewett	12,500	111,535	0.11
21	Rodeo	864	8,679	0.10
22	Concord	11,300	129,688	0.09
23	Oakley	3000	42,129	0.07

Option 3: One Story Library
Grade Level Library: 9,000 gsf
Future Development Site: 17,000 sf
Approx. Budget: $9,000,000 - $10,000,000










Graphic Novels
El mund



How should it look and feel?







How should it look and feel?







City Council Questions

1. What do you like to see in the Library design?
2. What do you think about other funding sources for the Library?
3. Should we consider the potential for O’Hara with 100% affordable housing?

ATTACHMENT C

OAKLEY
CALIFORNIA







DOWNTOWN SPECIFIC PLAN

Adopted March 2010, Revised September 2017

Prepared by the City of Oakley
with assistance from
Bottomley Design & Planning

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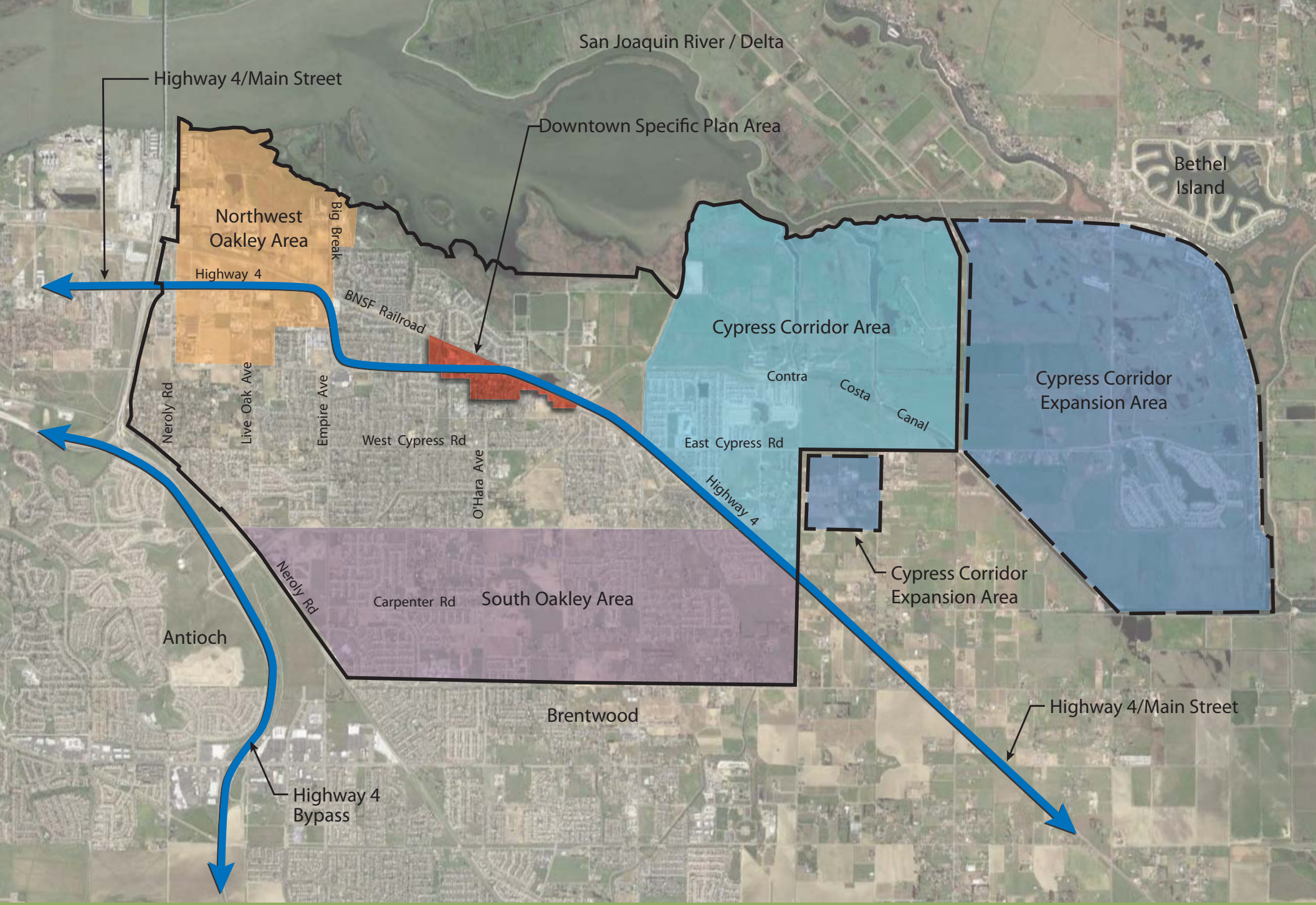
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PLAN BACKGROUND & OVERVIEW

1



Context Map

Figure 1.1

Context

Oakley was founded as an agricultural community and it remains crisscrossed by vineyards, rolling orchards, and country lanes. The San Joaquin Delta borders the community on the north, and small local marinas offer boating access to the Sacramento River and San Francisco Bay. Mount Diablo provides a dramatic backdrop on the west. These rural and natural features are key aspects of Oakley's community character and identity.

Over the last 20 years, however, Oakley has experienced dramatic growth, as housing prices in the inner Bay Area push those in search of affordable housing further from the region's population and employment centers. Oakley is located along State Highway 4, one of Contra Costa County's major east-west circulation routes and an urban growth corridor that includes the cities of Pittsburg, Antioch and Brentwood (refer to the Context Map for further detail). This corridor is one of the fastest growing areas in the Bay Area and in the State of California. Between 1990 and 2000, Oakley's population increased by approximately 40%, from 18,000 to 25,000. In response to the increasing population and the desire for local control of growth and development decisions, Oakley incorporated as a City in 1999. The Oakley 2020 General Plan (2002) estimates community buildout, including potential expansion areas, between 50,000 and 70,000.

Downtown Oakley straddles an older at-grade portion of Highway 4, which was relinquished to the City and is known locally as Main Street, and abuts the still-active Burlington Northern Santa Fe (BNSF) rail line. Historically, the highway and the railroad served local agriculture, and over the years both have had a strong impact on Downtown's businesses and patterns of development. In its heyday in the early 1900's, Downtown was a small yet bustling commercial center, with storefront shops, a local cinema, and a central role in the life of the surrounding community. However, Downtown's role diminished as farms were replaced by residential subdivisions and outlying suburban shopping centers. Commercial centers in competing locations have taken market share, and heavy truck-and through-traffic levels have made the district inhospitable to the pedestrian-oriented storefront businesses that characterize a thriving downtown commercial area.



Buildings and street frontages in Oakley do not create an attractive downtown today.



Narrow walks and heavy truck traffic deter pedestrian activity on Main Street in Oakley.

Regional growth projections for Oakley and adjacent communities indicated that Highway 4 would not adequately serve development anticipated in coming decades. As a result, a Highway 4 Bypass planned by Caltrans and local communities was constructed in 2008. The Bypass is a 4-lane limited access highway aligned along Oakley's westerly border with Antioch and Brentwood. It shifts highway access closer to growth areas in these three cities. However, significant new development is anticipated east of Downtown Oakley as well over the next 20 years, at Bethel Island and along the Cypress Road corridor, with accompanying auto and construction-related truck traffic on Main Street. In fact, even with the Highway 4 Bypass in place, Main Street through-traffic is projected to increase to levels requiring widening from two to four lanes through Downtown.

In response to the need for downtown reinvestment and the challenges posed by through-traffic, the community began downtown revitalization planning in the early 90's while an unincorporated part of Contra Costa County. The County adopted the Old Town Oakley Specific Plan in 1996. Following incorporation, the community revisited major recommendations from this earlier effort as part of the Oakley Downtown Design & Development Plan process.

The Vision for Downtown

As Oakley has grown away from Downtown, the community's desire for it to be the City's social and symbolic heart has increased. To become this kind of district once again, Downtown needs to benefit from Oakley's growth and development rather than suffer from it, as it has in the past. Through-traffic, construction-related trucks, and competition from local shopping centers and mini-malls have all taken a toll on the viability of Downtown businesses. A concerted revitalization effort is needed to effectively tap the City's growth, particularly Downtown's central location relative to future development areas and recreational destinations. Unwavering local desire for a vibrant downtown is an important indicator of the district's potential.

Oakley residents envision a downtown that has many of old Oakley's characteristics, but also provides a more innovative image for their community: Specialty shops, restaurants, cafes, civic facilities, and infill housing that make Downtown a lively place that is a destination throughout the day and into the evening. Safe street crossings, street



Wide sidewalks and slow traffic in downtown Santa Cruz encourage pedestrian activity.



Recent development in Walnut Creek is shaped to create a pedestrian oriented commercial district.



View West along Main Street

Figure 1.2

trees, pedestrian-oriented street lights, and furnishings will encourage residents to make Downtown an important part of daily life. Thriving storefront businesses, a bustling sidewalk environment, and attractive new and renovated buildings will be signs of community prosperity and pride. These concepts are depicted by the Main Street Illustration (Figure 1.2).

As illustrated by the Downtown Development Concept Plan, redevelopment of existing properties and new development on vacant sites would create the critical mass of destinations needed to draw residents and visitors to the district. Continuous storefronts along Main Street could create a core of up to 150,000 square feet of first floor commercial space. Infill housing on upper floors, adjacent frontages, and the Vintage Parkway Site could provide up to 500 dwelling units. Attractive streets, public spaces, and civic facilities would encourage residents and visitors to leave their cars behind and walk to destinations throughout the district.

Downtown Conditions

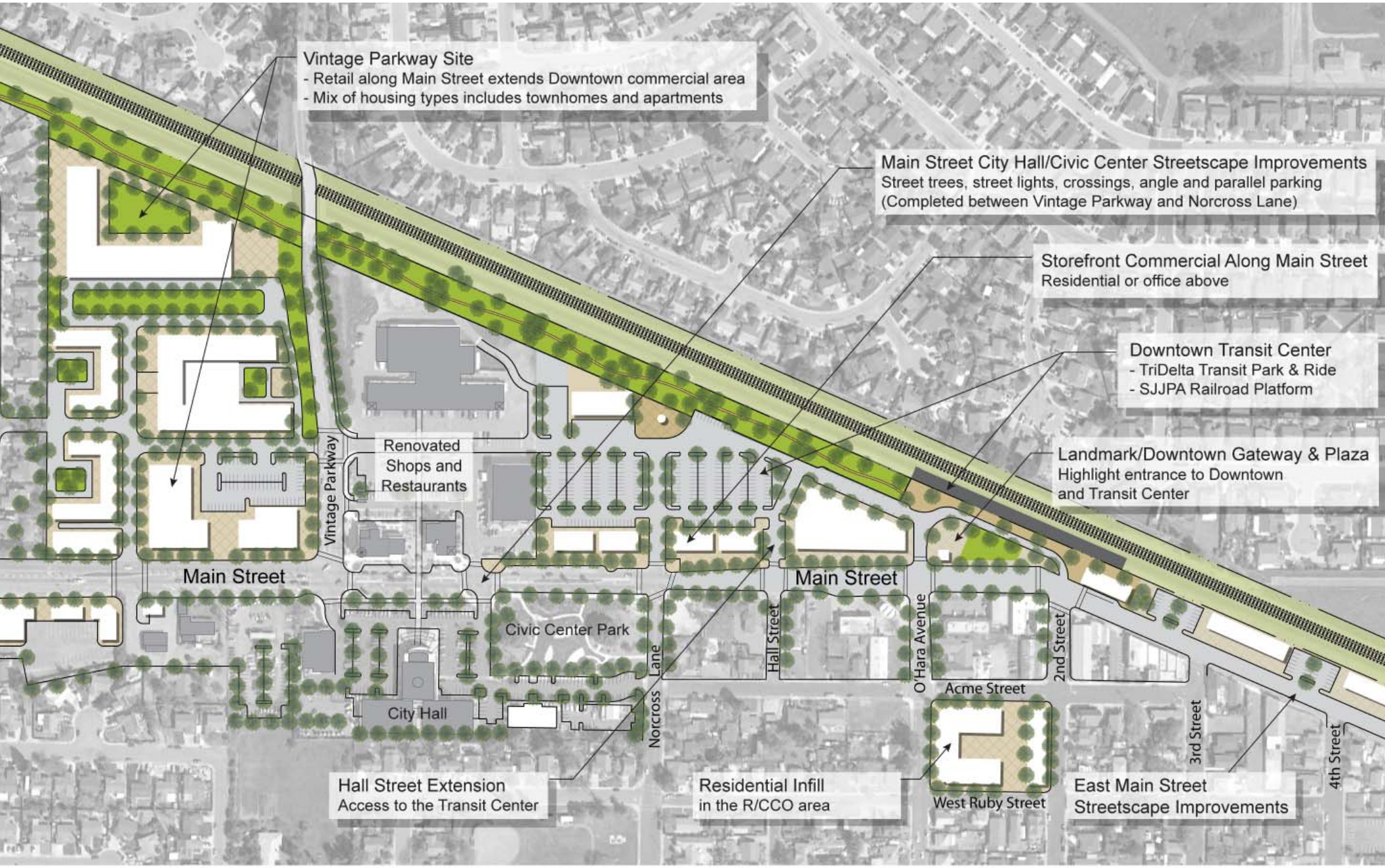
The Downtown Specific Plan area encompasses approximately 80 acres, formerly within the boundaries of the Oakley Redevelopment Area Planned Unit District (RDA PUD). The northern boundary is the BNSF railroad right-of-way, extending from just east of Miguel Drive/ Gardenia Avenue on the west to the Contra Costa Canal on the east. The southern boundary tracks Main Street-fronting properties in a saw tooth fashion, with a segment extending along Ruby Street between Norcross Lane on the west and Fourth Street on the east. These boundaries are depicted by the Downtown Conditions Map.

Downtown has the land and the location to support a substantial increase in development. However, it needs basic improvements to create the kind of environment that attracts new private sector investment. For example, curbs and sidewalks need to be installed along the northerly frontage of Main Street. Existing buildings and properties need maintenance or major renovation to reflect the increase in property values that has occurred throughout the City of Oakley as a whole. Vacant sites should be developed to consolidate Downtown as a viable commercial area.

The Downtown Specific Plan focuses on the properties along the Main Street frontage, which is approximately 4,800 feet in length. As indicated by the Downtown Conditions map on the following page, there are two basic subareas: the “Downtown Core,” located between Vintage Parkway and Fourth Street; and “East Main Street,” extending from Fourth to the Contra Costa Canal. Development in both areas range from traditional, older storefront commercial buildings to small-scale highway commercial developments; light industrial- and auto service-related structures are concentrated along East Main Street. Vestiges of the old Downtown district remain from Oakley’s heyday, most notably the Oakley Hotel and storefront commercial buildings along the southerly frontage of Main east of Third Street. In general, however, highway-oriented commercial development has replaced storefront buildings. There is little continuity in the current development pattern, with buildings and parking lots alternating from property to property along the frontage. There are a number of highly-visible vacant properties within the Downtown Specific Plan area as well, totaling approximately 30 acres, or almost 40% of the area. These vacant properties negatively reflect on the area, but provide “opportunity sites” for new development; these are described in more detail in Chapter 2.

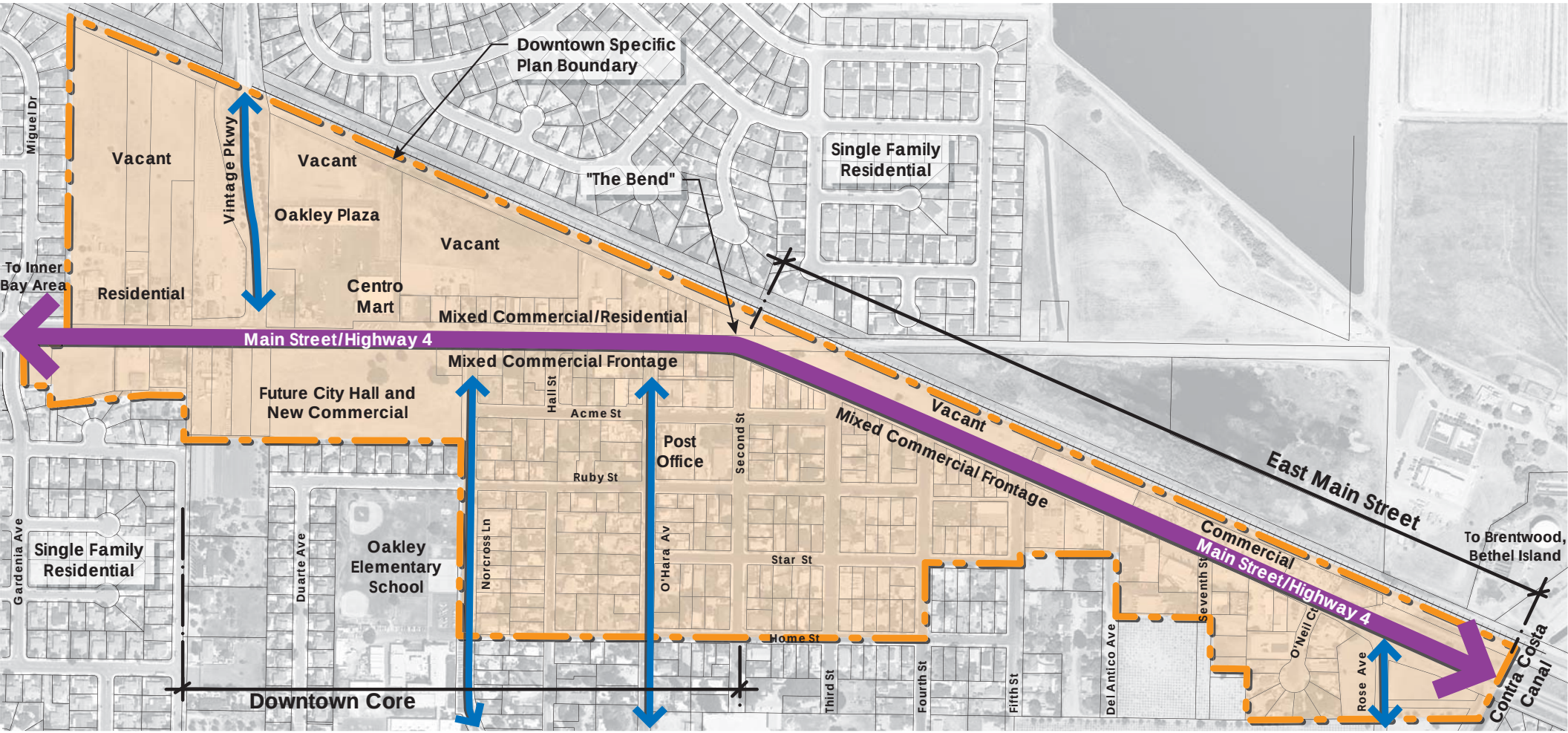
Vacant properties, buildings in poor condition, and long segments of window frontage without curbing, sidewalks or streetscape amenities of any kind present an image of disinvestment. There are a variety of reasons for these conditions, including a general lack of attention to the area by Contra Costa County in the decades prior to the City’s incorporation. However, the single most important factor cited is uncertainty over the ultimate configuration of a widened Highway 4. Property owners, business owners, and potential property buyers have been reluctant to invest without knowing which properties will be affected and to what extent.

In addition to Main Street, there are several other notable streets within the Downtown Specific Plan area. Acme and Ruby Streets run parallel to Main Street. Acme contains a mix of commercial and residential properties; on Main Street, a number of properties with frontage buildings have access and parking on Acme. Ruby is the boundary between Downtown and neighborhood areas to the south. It has a mix of owner-occupied and rental residential properties that is transitional in character.



Downtown Development Concept Plan

Figure 1.3



Downtown Conditions

Figure 1.4

The north-south cross streets between Norcross and Second provide secondary access to Main Street buildings, and primary access to the district from growing residential areas to the south. O'Hara is a major north-south connector street to the Downtown Core. Rose Avenue is a major connector to the East Main Street area.

Policy Background

Until 2002, Oakley relied on the land use and circulation policies of Contra Costa County, principally the Contra Costa County General Plan (1991), the County-prepared The Oakley Redevelopment Area Planned Unit District (RDA PUD; 1999), and The Oakley Old Town Specific Plan (1996).

The Downtown Specific Plan builds on both the RDA PUD and the Oakley Old Town Specific Plan, incorporating a number of their recommendations for development, capital improvements, and most importantly the conceptual approach for widening Highway 4.

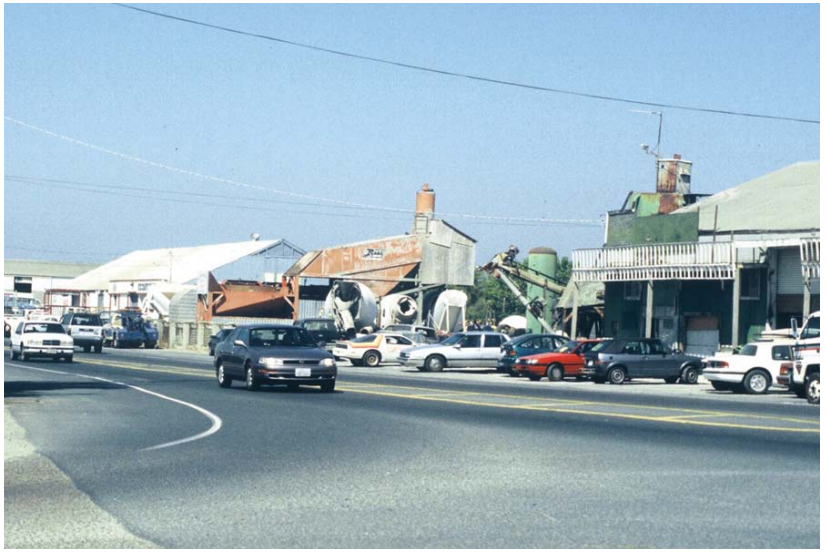
Oakley 2020 General Plan

In 2002 the Oakley 2020 General Plan was adopted. It contains a number of policies focused directly on downtown improvement and revitalization. In fact, the first land use issue noted by the General Plan is: "A 'downtown theme' or Community Focal Point is needed to help develop a sense of place for the City." As the General Plan notes, "The Downtown is in need of rehabilitation before it can be the true heart of the community and this effort is already underway."

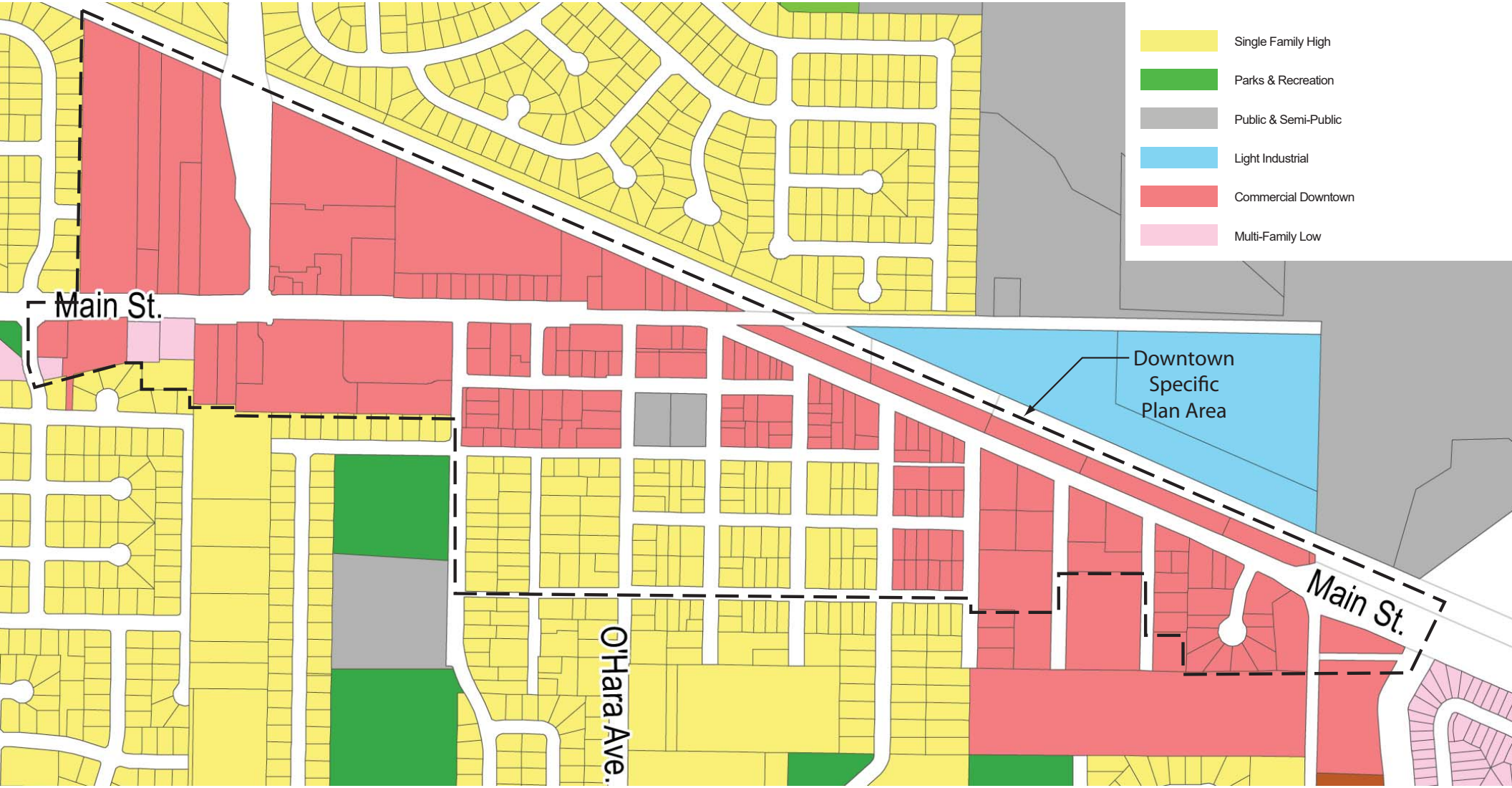
Downtown-related General Plan Land Use Element policies include:

- **Policy 2.8.1**: The City should place substantial emphasis on the improvement of the downtown area.
- **Policy 2.8.2**: The downtown area should be developed at a pedestrian scale, with adequate sidewalks, street crossings, and pedestrian resources.
- **Policy 2.8.3**: Street trees should be incorporated in the downtown area to shade the sidewalks and to provide a physical separation between the street and the pedestrian sidewalks.





Frontage conditions on the north side of Main Street in the Downtown Core (above) are similar to those in the East Main Street area (below). Curbs, gutters, sidewalks, lighting, and pedestrian amenities are needed in both areas.



Current General Plan Map

Figure 1.5

- **Policy 2.8.4**: In the downtown area, off-street parking should be discrete and in the rear setback where possible.

- **Implementation Program 2.8.C**: The City will develop a series of design guidelines, ordinances or regulations to describe architectural expectations, permissible signage, and appropriate land uses in the downtown area.

The Land Use Element also includes policies for a (CD) Commercial Downtown land use designation that encourages mixed use development. Initial development standards are a maximum site coverage of 70%; maximum building height of 50 feet; and a maximum floor area ratio (FAR) of 1.0

Specific downtown-related Economic Development Element policies include:

- **Implementation Program 5.1.L**: Downtown and Main Street Realignment Properties: The City of Oakley Downtown Specific Plan will guide development activities within the Oakley downtown. Properties in the downtown area along Highway 4/ Main Street are envisioned for on-going economic development purposes, including specialty retail and commercial uses. Underutilized properties are recognized as providing substantial opportunity for redevelopment and intensification of commercial operations where appropriate site development standards are met, and when the new or expanded uses can be shown to be compatible with adjoining residential uses.

Streetscape improvements can be used to help achieve a unique and desired character for downtown development. Development efforts in the downtown should individually and collectively reinforce the image of the downtown as a destination location for residents and visitors to the City.

Land use areas designated by the General Plan and illustrated on the Current General Plan Map include “Commercial Downtown” (CD) for the majority of the Downtown Core, “Light Industry” (LI) for the northerly frontage of East Main Street, and “Multiple Family Residential, Low Density” (ML) and “Single Family Residential-High Density” (SH) for adjacent areas to the south.

The Downtown Planning Process

The Downtown Specific Plan (and the preceding Downtown Revitalization Strategy) both were developed under the direction of the Downtown Task Force (DTF), comprised of local community members and City officials. Four DTF-hosted public workshop meetings were held in 2000 and 2001 to review downtown revitalization issues and initial recommendations. These were followed in 2002 and 2003 with review meetings and public hearings related to revitalization-related projects. A summary of the process is provided below:

- **Workshop #1** - January 18, 2000 - An initial background review addressed existing Strategy Area conditions, general Strategy goals, and the basic policies of the Old Town Oakley Specific Plan and its three Highway 4 widening/realignment alternatives. Group discussion revealed strong support for improving the appearance of the area, creating a “walking downtown,” encouraging new commercial development.

- **Workshop #2** - April 12, 2000 - Two revitalization strategy sketch plans, illustrating different Main Street development approaches for the Bypass and the Widen-in-Place Highway 4 alignment options, were presented and evaluated by participants. The bypass/realignment and strategy option was generally preferred, with concerns regarding the cost relative to the widen-in-place option.

- **Workshop #3** - July 26, 2000 - After initial review and background discussion, the Task Force agreed to recommend to the City Council that the Redevelopment Agency establish a facade improvement program, acquire a vacant 6.5 acre site, and fund additional engineering study of the alignment options.

- **Downtown Revitalization Tour** - November 18, 2000 - Task Force and City officials toured revitalizing downtowns in other cities. Participants observed conditions and discussed design and development efforts as they relate to downtown Oakley. Cities visited included Suisun, Pleasant Hill, and Pleasanton.

- **Workshop #4** - March 15, 2001 - Engineering and right-of-way studies and cost estimates for alignment alternatives were presented for review. A one-way couplet plan, with Acme one way



The Downtown Task Force during its tour of downtown commercial districts.

eastbound and Main one way westbound was also included for evaluation. Development economics issues for the alternatives were also reviewed and discussed. The Task Force and a strong majority of participants recommended that the City Council endorse the bypass/realignment and related revitalization strategy.

- **City Council Hearing/Review** - April 9, 2001 - Council reviewed the Highway 4 alignment alternatives and endorsed implementation of the bypass/realignment concept and revitalization strategy elements.
- **Task Force Review/Workshop** - August 23, 2001 - The Task Force reviewed the development concept and developer Request for Qualifications (RFQ) for the Civic Center site. Council subsequently authorized the RFQ and selected the site developer.
- **Council Hearing/Review** - March 24, 2003 - The Council reviewed initial options for street width and parking configuration on Main Street – i.e., angle parking, parallel parking – initial designs for City Gateway signs, and strategy for the Facade Improvement Program. Street and sign design revisions were recommended.
- **Downtown Property Owners Meeting** - August 20, 2003 - Property owners reviewed and endorsed the strategy and design recommendations for the Facade Improvement Program and for streetscape improvements.
- **Task Force Review Meeting** - November 4, 2003 - The Task Force reviewed and endorsed the strategy and design recommendations for the Facade Improvement Program, and recommended expansion of Main Street streetscape project area east to Fourth Street.
- **Workshop #6** - October 2, 2005 - Joint workshop with the City Council and Planning Commission to discuss the Draft Downtown Design & Development Plan and provide direction to staff and consultants.
- **Workshop #7** - June 16, 2008 - The Planning Commission reviewed the Design Guidelines and Uses sections of the Draft Downtown Design & Development Plan. Direction was given on several items for staff to review.
- **Downtown Public Forum** - June 30, 2008 - The public was invited to an outreach meeting regarding the Downtown Specific Plan. Over sixty people attended the meeting, which culminated into an exercise regarding potential uses for the Downtown's three proposed zoning areas.

Revitalization Goals

Oakley's citizens have yearned for a downtown that serves the needs of local residents, provides a focus for community events and activities, and symbolizes community aspirations. The rural character and natural features of Oakley are key elements of the community's identity that should also be expressed through Downtown development. However, the most important ingredient is a vibrant commercial district that attracts a broad cross section of local residents.

Achieving the community vision for Downtown requires that the City pursue several efforts simultaneously. There are three basic goals:

1. **Improve Main Street's Overall Appearance** - In order to create the downtown envisioned, the appearance of Main Street must be improved; these efforts are essential for attracting patrons and new investment. There are two basic elements, the building frontage and the streetscape. The City intends to work with local merchants and property owners to upgrade frontage buildings through Facade Improvement Program (FIP). The development

on the City Hall site and new development on other Main Street properties will create an attractive, consistent building frontage over time. The development standards and design guidelines contained in Chapter 6, are intended to raise the quality standard for new construction and building renovations.

Basic streetscape improvements will include consistent sidewalks, street trees, pedestrian-oriented lighting, and utility under grounding; these efforts are described in more detail in Chapter 3.

2. **Enhance the Pedestrian Environment** - The pedestrian environment consists of building frontages and the street space in between. Enhancing it requires improving pedestrian safety and pedestrian amenities, as well as aesthetic improvements to buildings and the streetscape in general. To support a pedestrian-oriented district, highly visible crosswalks, corner curb bulbouts, street furnishings, and sidewalk-directed lighting should be installed throughout Downtown.

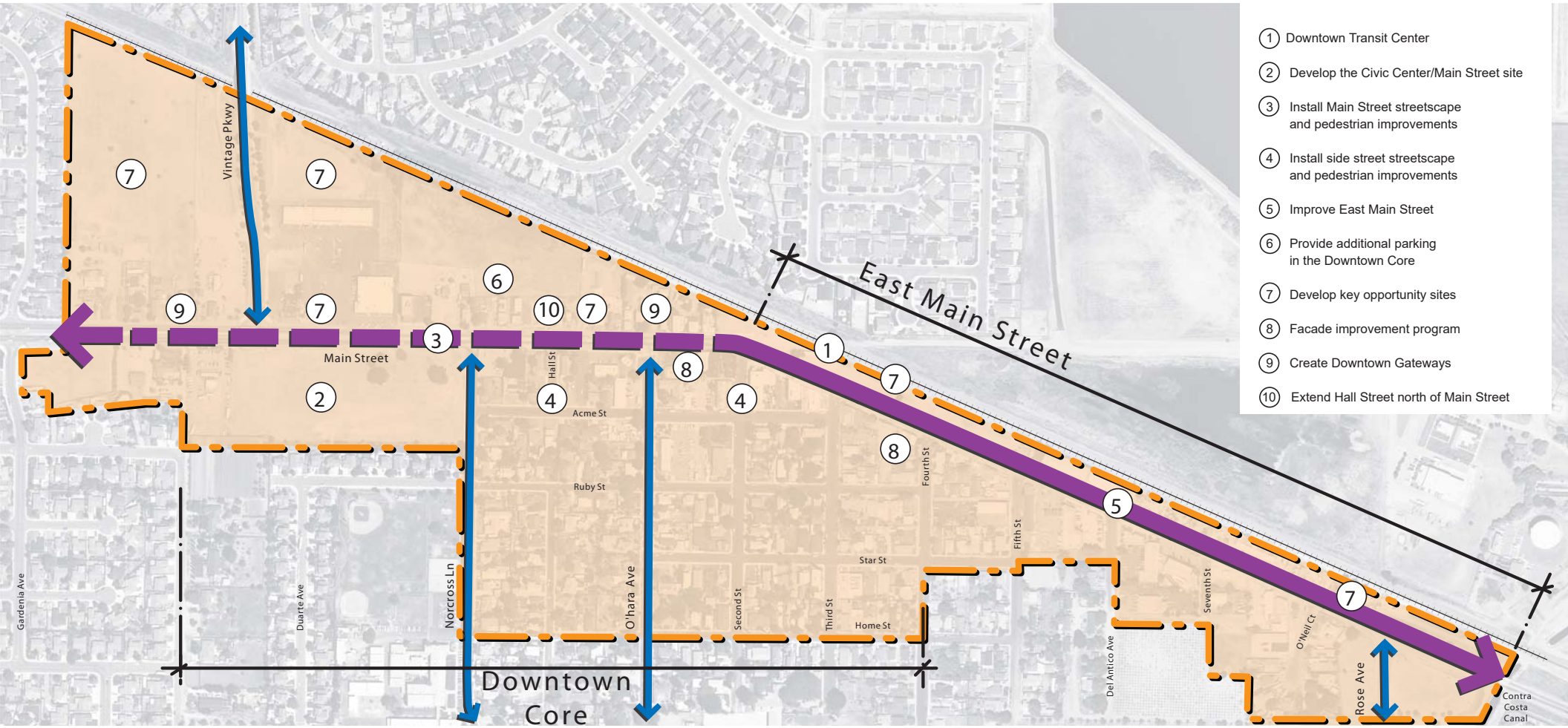
   Given Caltrans highway design standards, some of these improvements may have to wait until the Highway 4 is constructed, and Main Street is vacated by the State and released to the City of Oakley. However, a number may qualify for design exceptions and/or special consideration consistent with Caltrans' "context sensitive design" policies for urban highways. Chapter 3 describes a recommended street improvement plan and a program for implementation given Caltrans-and budget-related considerations.

3. **Promote Higher Density Infill Development** - Infill development will support Downtown's businesses and capitalize upon the pedestrian-oriented environment created. Multi-story development is strongly recommended. Within the Downtown Core area, this development would consist of storefront commercial with residential or office space above. Given housing costs, Downtown Oakley is a good location for multi-unit residential development, provided design and management standards are high. Depending upon the City's resources, it is recommended that residential-over-retail projects be promoted aggressively.





One story buildings and surface parking in Oakley



Revitalization Projects

Figure 1.6

Progress Since Specific Plan Adoption

The City of Oakley Downtown Specific Plan falls within a designated Priority Development Area (PDA) in Oakley and strongly supports the Plan Bay Area transportation objectives to promote and encourage pedestrian-friendly, attractive mixed-use and transit-oriented development. The City of Oakley has taken a proactive role in developing the Downtown PDA in a number of ways. In 2010, the City adopted the Downtown Specific Plan to further development activities in the Downtown PDA. In addition, the City purchased approximately 7 acres of prime commercial land, across from City Hall in the downtown, to facilitate the development of three new retail/commercial buildings, a public plaza, parking lot, and public improvements to Main Street.

Private investment has been made through the renovation of an existing retail strip mall by ACE Hardware and the construction of a new Grocery Outlet store. The City is extending these development efforts to the east by rebuilding infrastructure including Main Street improvements and the future Downtown Transit Center. All of these efforts align with the goals and objectives of Plan Bay Area. The development of a train platform and park and ride lot would further the goals of the City and the Downtown PDA by making available transportation choices that currently do not exist in eastern Contra Costa County, which will take cars off the road. Furthermore, the development of a train platform and a park and ride lot would align with the goals and objectives of SB 375 by encouraging development in the Downtown which is predicated on being walkable and bikeable, close to public transit, jobs, schools, shopping, parks, recreation and other amenities.

Downtown Projects Summary

Two kinds of projects are needed to create a vibrant and attractive downtown commercial district: 1) Streetscape and related capital improvement projects to project an attractive city image, enhance pedestrian activity, and separate local and through traffic, and; 2) new development on opportunity sites.





Two newer buildings in the Downtown area include 3330 Main Street across from the Civic Center (top), and 3631 Main Street, along East Main Street (bottom).



Residential over commercial development adjacent to sidewalks is recommended.

The "Revitalization Projects" diagram (Figure 1.6) indicates the major projects proposed and/or underway within the Downtown Specific Plan area. These projects are summarized below and described in more detail in subsequent chapters.

1. **Downtown Transit Center** - A new TriDelta Transit park-and-ride facility and San Joaquin Joint Powers Authority (SJJPA) railroad platform located between O'Hara Avenue and 2nd Street has been analyzed in a PDA Planning Study conducted by Perkins + Will. The facility consists of the construction of 300 surface parking spaces, to be distributed in two parking lots, to support multi-modal park, ride, and transit activities. The parking lots will also serve train riders though a train platform. The parking lots will be connected via a pedestrian greenway. The study indicated the economic benefits to the Downtown in both residential and commercial growth.

2. **Complete the Civic Center/Downtown "Catalyst" Project** – The formerly vacant 6.5 acre site located along Main Street adjacent to Norcross Avenue has been developed as the City's Civic Center, with a City Hall, outdoor amphitheater, and/park, and a mix of retail and office development. One potential development site to the west remains, and additional Main Street frontage improvements remain to be completed.

3. **Main Street Streetscape/Pedestrian Improvements** – Frontage curbs, gutter, and walks will be constructed where they do not exist. Street trees, pedestrian-oriented street lights, and enhanced pedestrian street crossings have been installed per the Downtown Oakley Streetscape Concept (2015) between Vintage Parkway and Norcross Avenue. Main Street improvements were also constructed from Norcross Avenue to Second Street (along the southerly frontage) and from Norcross Avenue to Fifth Street (on the northerly frontage) in 2017. Future improvements should be extended to the Downtown Core Area boundary west of Vintage Parkway, and east along the southerly frontage to Fourth Street.

4. **Downtown Side Street Improvements** - Install street trees, pedestrian-oriented street lights, and enhanced pedestrian street crossings between Main Street and Acme Street along Hall Street, O'Hara Avenue, 2nd Street, and 3rd Streets.

5. **East Main Street Streetscape** - Frontage street trees, street lights, and sidewalks will be installed as part of new development along the northerly frontage.

6. **Public Parking** - Develop additional parking within the Downtown core area, mixing on-street and off-street (surface lot parking) approaches as feasible.

7. **Develop Opportunity Sites** - Assist property owners and prospective developers to develop key opportunity sites within the Plan Area, consistent with the community's vision. Vacant and underutilized land could accommodate over 150,000 square feet of new commercial development.

8. **Facade Improvement Program** - Assist property and business owners to upgrade the appearance of buildings along the Main Street frontage.

Specific Plan Requirements

The Downtown Specific Plan was developed to address future development patterns in the Plan Area. Under California Government Code Sections 65450 through 65457, a specific plan may be used to implement a general plan and its policies and programs.

Specific Plans must be consistent with the application elements of the jurisdiction's general plan.

California Government Code Section 65451(a) defines content requirements for Specific Plans, including text and diagrams. Specific Plans shall address:

1. The distribution, location, and extent of the land uses, including open space, within the area covered by the plan.
2. The proposed distribution, location, extent, and intensity of major components of public and private transportation, sewage, water, drainage, solid waste disposal, energy, and other essential facilities proposed to be located within the area covered by the plan and needed to support the land uses described in the plan.
3. Standards and criteria by which development will proceed, and standards for the conservation, development, and utilization of natural resources, where applicable.
4. A program of implementation measures including regulations, programs, public projects, and financing measures necessary to carry out paragraphs (1), (2), and (3).

California Government Code Section 65454 also states that no specific plan may be adopted or amended unless the proposed plan or amendment is consistent with the general plan. The Downtown Specific Plan was prepared pursuant to State Law and complies with all requirements.

Plan Purpose and Content

The Downtown Specific Plan implements Oakley 2020 General Plan policies for Downtown. It compiles Revitalization Strategy recommendations, clarifies revitalization objectives, and defines the programs and capital improvements the City will pursue in coming years to realize the community's vision for Downtown. The Downtown Specific Plan contains six chapters:

- **Chapter 1 - Plan Background & Objectives** – summarizes the context, vision and major revitalization-related projects proposed.
- **Chapter 2 - Land Use & Revitalization Strategy** – describes the planned pattern of land use, development, and challenges and opportunities for promoting significant new private sector investment in downtown.
- **Chapter 3 - Capital Improvements** – describes physical improvements recommended for Downtown's streets and buildings, with schematic streetscape design illustrations.
- **Chapter 4 - Infrastructure & Public Services** – discusses the existing and proposed utilities and public services within the Downtown Specific Plan area.
- **Chapter 5 - Implementation** – lists proposed projects, costs, potential funding sources, and describes the administration application of the plan.
- **Chapter 6 - Development Standards & Design Guidelines**– are detailed policies for land use, building form, and site improvements that will be applied as part of the City's development application and review process.

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LAND USE & REVITALIZATION STRATEGY

2

Revitalization Objectives

Five basic objectives are recommended to pursue Downtown's revitalization, consistent with the goals listed in Chapter 1. The objectives are not listed in order of priority. However, Main Street improvements are strongly recommended as a catalyst to create an initial revitalization impact. These objectives are further described below.

- Implement a Main Street Improvement Project
- Promote Property Renovation and Redevelopment
- Oakley Downtown Transit Center
- Focus Pedestrian-Oriented Development Downtown
- Concentrate Storefront Retail within the Downtown Core

Implement a Main Street Improvement Project

The lack of curbs, sidewalks, street trees, street lights, and other basic amenities on Main Street detracts from Downtown's image and impairs its ability to attract investment. Streetscape improvements should be installed as soon as they can be funded.

As described in Chapter 3 - Capital Improvements, there are two common conditions that need to be addressed: 1) frontages without curbs, gutters, and sidewalks, and; 2) frontages that have curbs, gutters, and narrow sidewalks, but no streetscape amenities. The first condition is typical of the entire northerly frontage except for the section between O'Hara and Second Street; it also occurs along the southerly frontage west of Norcross Lane. The second condition exists primarily along the remaining southerly frontage.

In some instances – such as the Oakley Plaza site – street improvements have been coordinated with the development of adjacent properties. However, incremental, property-by-property installation will not be sufficient to provide the near term revitalization boost that Downtown needs. The City should commit to a significant portion of the needed streetscape improvements in order to support and "kick start" transformation of the district.

In addition to Main Street capital improvements, a consistent property line/ROW for East Main Street must be established to support renovation and re-development of properties there as well. This will help to create a cohesive and attractive corridor throughout the Downtown Specific Plan area.

Promote Property Renovation and Redevelopment

The run down appearance of buildings and properties along Main Street has been a community concern for years. To realize the vision for Downtown, changes in building types and building orientations will be required, implying substantial amounts of new investment. Some of these changes may be prompted by capital improvement projects. For example, parcels on the north side of Main Street would be affected by the proposed Main Street Improvement Project; existing frontage parking areas would be eliminated to construct curbs, gutters and sidewalks, and new driveways and on-site lots may need to be developed.

The City's facade improvement program will provide a welcome dose of new investment for some of Downtown's existing properties. However, even with facade and streetscape improvements, a number of properties are unlikely to contribute to the pedestrian-oriented downtown envisioned. In these cases, the City should aggressively pursue efforts to redevelop properties. The entire north frontage of Main Street should be a focus for redevelopment efforts, as noted in later sections of this chapter.

Oakley Downtown Transit Center

A new TriDelta Transit park-and-ride facility and San Joaquin Joint Powers Authority (JPA) railroad station platform will have a beneficial effect on the character and economy of Downtown. Convenient access to commuter rail services is likely to increase land values in the immediate vicinity, and support modest-scaled residential development with complementary ground floor commercial/retail uses. Reconfiguration of roadways and properties as needed for the facility will improve circulation and the developability of properties, further promoting economic development.

The Transit Center is a major capital improvement that will require years of effort in terms of grant applications and other funding mechanisms to supplement the City's financial resources. City staff will be

pursuing available avenues for funding and convincing the JPA that a new platform in Oakley is a sound proposition worthy of support and assistance. Because the project involves acquisition and/or coordination with privately-owned properties, it may be possible for the City to accomplish elements of the Transit Center through coordination with private sector development projects, and opportunities to pursue joint development must be explored.

Extension of Hall Street north across Main Street is an important element of implementing the Oakley Downtown Transit Center. As depicted in Figure 1.3, it would provide access to the proposed TriDelta Transit park-and-ride lot and complete a drop-off loop for the San Joaquin JPA railroad station platform, connecting along the railroad frontage to O'Hara Avenue. It would also help to define a new gateway development site between the two streets. The extension would be a "calm" two-lane roadway, with frontage walks and enhanced pedestrian crossings at Main Street.

Focus Pedestrian-Oriented Development Downtown

According to market assessments conducted in recent years, Downtown Oakley has the potential to successfully develop specialty retail, restaurants, and infill housing. It has access to existing and proposed business centers, direct proximity to one of the City's upscale residential areas, and a high degree of visibility along Main Street.

For Downtown to thrive, however, its pedestrian-oriented commercial niche must be encouraged. It is essential that Downtown be the first priority for higher density, pedestrian-oriented development and supporting services. Competing concentrations of storefront-type commercial development and amenity-oriented pedestrian environments should be limited elsewhere within the City, unless they are part of a pedestrian-oriented development proposal, coordinated with a major transit center or "new town" planned development.

Similarly, the specialty types of businesses appropriate for the area should be actively encouraged to locate within the Downtown Core, rather than in other commercially-zoned portions of the City. This effort may require modification to land use and zoning regulations for other portions of the City, as well as adherence to the downtown-oriented development standards and guidelines contained in Chapter 6- Development Standards & Design Guidelines.

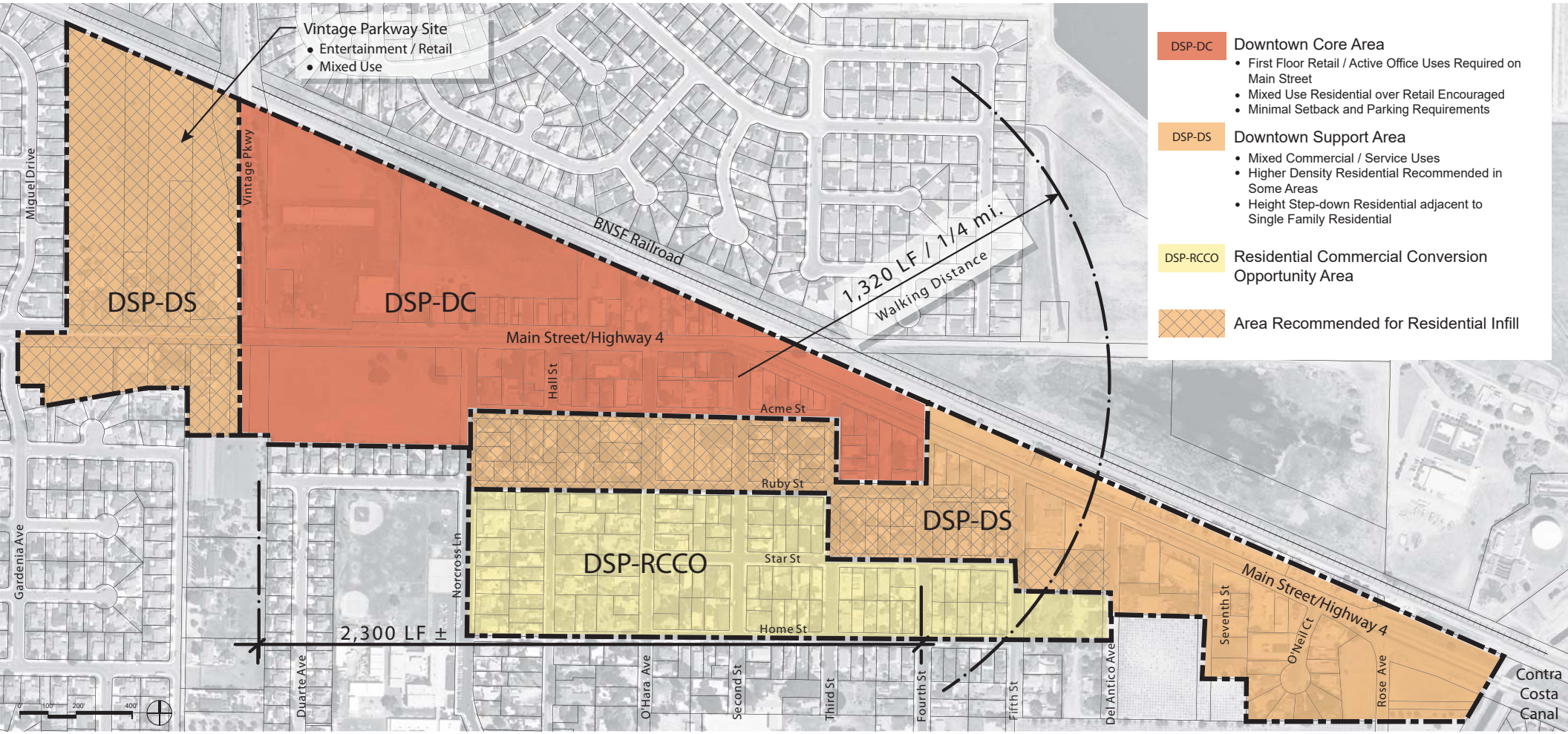


Storefront development should be concentrated in the Downtown Core.

In addition to new commercial development, new public facilities are recommended that support a pedestrian-oriented downtown and are appropriate for the heart of the City. An Amphitheater has already been developed as part of the Civic Center, but additional needed new facilities include a Community Center with special facilities for teens and a Community Library. These facilities should be considered for incorporation in various redevelopment opportunity sites located throughout the Downtown Specific Plan area. Public parking sites should be established for interim surface parking and long term parking structure if needed.

Concentrate Storefront Development within the Downtown Core

To create a pedestrian-oriented commercial district, contiguous storefront buildings should be concentrated within a walkable area, one that is small enough for a patron to park once and visit a variety of destinations. In the US, a five-minute walk, or approximately 1,300 linear feet, is often cited as the maximum walking distance. In Downtown Oakley, this core commercial area should be concentrated



Downtown Specific Plan Subarea Map

Figure 2.1

between Vintage Parkway on the west and Fourth Street on the east. This area is 2,200 linear feet from end to end, 1,100 feet from the ends to the center. As illustrated by the Development Concept Plan, storefront development should be concentrated along Main Street, with "support commercial" development and infill housing in adjacent areas.

East of Fourth Street, Main Street is essentially one-sided, with older storefront buildings along the southerly frontage and vacant property and light industrial businesses on the north. There is the potential for significant improvement in this area, and the Downtown Specific Plan contains related land use and capital improvement recommendations. Given the land constraints, however, it will be a challenge to shape it into a typical two-sided main street configuration. The standards and guidelines in Chapter 6 support a distinction between the two areas in terms of land use and site development.

Development Guidelines

The Oakley 2020 General Plan Land Use Element contains policies for a (CD) Commercial Downtown land use designation that encourages mixed use development. Initial general plan development standards are a maximum site coverage of 70%; maximum building height of 50 feet; and a maximum floor area ratio (FAR) of 1.0. These basic standards are incorporated in the Downtown Specific Plan, with qualifying policies for special conditions and areas as needed.

The type, distribution, and extent of land uses within the Downtown Specific Plan subarea reflect the goals and objectives listed in Chapters 1 and 2. The Downtown Specific Plan Subarea Map includes three basic land use subareas:

1. **The "Downtown Core Area (DCA),"** extending along the frontage of Main Street from Vintage Parkway to Second Street;
2. **The "Downtown Support Area (DSA),"** which borders the DCA on the north, south, east and west, and;
3. **The "Residential/Commercial Conversion Opportunity (R/CCO) Area,"** which extends south from the Downtown Support area to Home Street, between Del Antico Avenue on the east and Norcross on the west.

The Downtown Core is planned as a walkable, high amenity area with specialty-oriented first floor businesses. Downtown Support Areas will contain businesses that do not compete with the Core, and focus less on amenity-oriented forms of development. The Downtown Core Area requires pedestrian-oriented development; the Downtown Support Area encourages but does not require it. Both land use designations encourage mixed-use development. In addition, as noted by the Plan Areas map, the "Vintage Parkway Site" is a special case with its own land use and development policies. The R/CCO Area allows for renovation of existing residential structures and sites for commercial uses, provided the neighborhood scale and character of the area is preserved.

Historic Preservation

In 2004 the City of Oakley began the process of establishing a Historic Preservation Ordinance for the City. This effort grew out of the goals and policies set forth under the General Plan. Stated below are the relevant goals and policies from the Oakley General Plan:

- **Goal 6.5** - Encourage preservation and enhancement of selected historic structures and features within the community.
- **Policy 6.5.1** - Promote the compatibility of new development located adjacent to existing structures of historic significance with the architecture and site development of the historic structure.
- **Policy 6.5.2** - Respect the character of the building and its setting during the remodeling and renovation of facades of historic buildings.
- **Policy 6.5.3** - Encourage the use of the State Historic Building Code for historic buildings and other structures that contribute to the City's historic character. Use flexibility when applying zoning regulations to historic sites and buildings.
- **Policy 6.5.4** - Recognize the value of Oakley's historic resources as an economic development tool.
- **Policy 6.5.5** - Ensure that the integrity of historic structures and the parcels on which they are located are preserved through the implementation of applicable design, building and fire codes.

- **Policy 6.5.6** - Work with property owners to preserve historic features within the community.

Preservation of historic structures within the City provides a connection to the City's past and establishes a standard in which to enhance and develop new buildings, especially those within the Downtown Specific Plan area. Several buildings, listed below, have been identified through the Old Oakley Specific Plan EIR as either eligible for the California Register or the National Register of Historic Places.

Buildings eligible for the California Register include:

- 2920 Main Street
- 2974 Main Street
- 3385 Main Street

The building eligible for the National Register of Historic Places is:

- 3663-3687 Main Street

A potential historic district was also identified by the EIR and includes 21 historic resources, including 3663-3687 Main Street. This area would include historic resources along Main, O'Hara, Second, Third, and Acme Streets. This area has not yet been established.

Design standards and guidelines within the Downtown Specific Plan elicit the use of quality materials that will enhance the overall look and feel of area. They build upon the community's positive attributes and create a downtown destination for the City while helping to preserve existing structures.

The Downtown Specific Plan further addresses the historic resources identified within the area. Specifically it evaluates any impact the proposed changes contained in the Downtown Specific Plan may have on any of the area's historic resources and if necessary proposes mitigation measures.

Redevelopment Opportunity Sites

Most of Downtown's properties are likely or appropriate for re-development. Many are underutilized in terms of building space relative to land value. A number are developed in ways that are not consistent with the vision for Downtown, with surface parking located along the street frontage. And substantial land areas within the Downtown core are vacant; up to 40%, as noted previously.

Vacant and underutilized properties are anticipated to be developed and/or redeveloped with new commercial space. Mixed-use is strongly encouraged, with residential or office space above first floor commercial businesses, where appropriate. Properties recommended for redevelopment within the Downtown Core Area total approximately 28 acres, and would catalyze revitalization of the entire Downtown area. At an average FAR of 0.35, they could accommodate approximately 426,000 square feet of new and or renovated building space. For example, the city-owned block bounded by O'Hara Avenue, 2nd Street, Acme Street and East Ruby Street could accommodate up to 100 net new residential units and/or 50,000-60,000 square feet of new commercial/retail development.

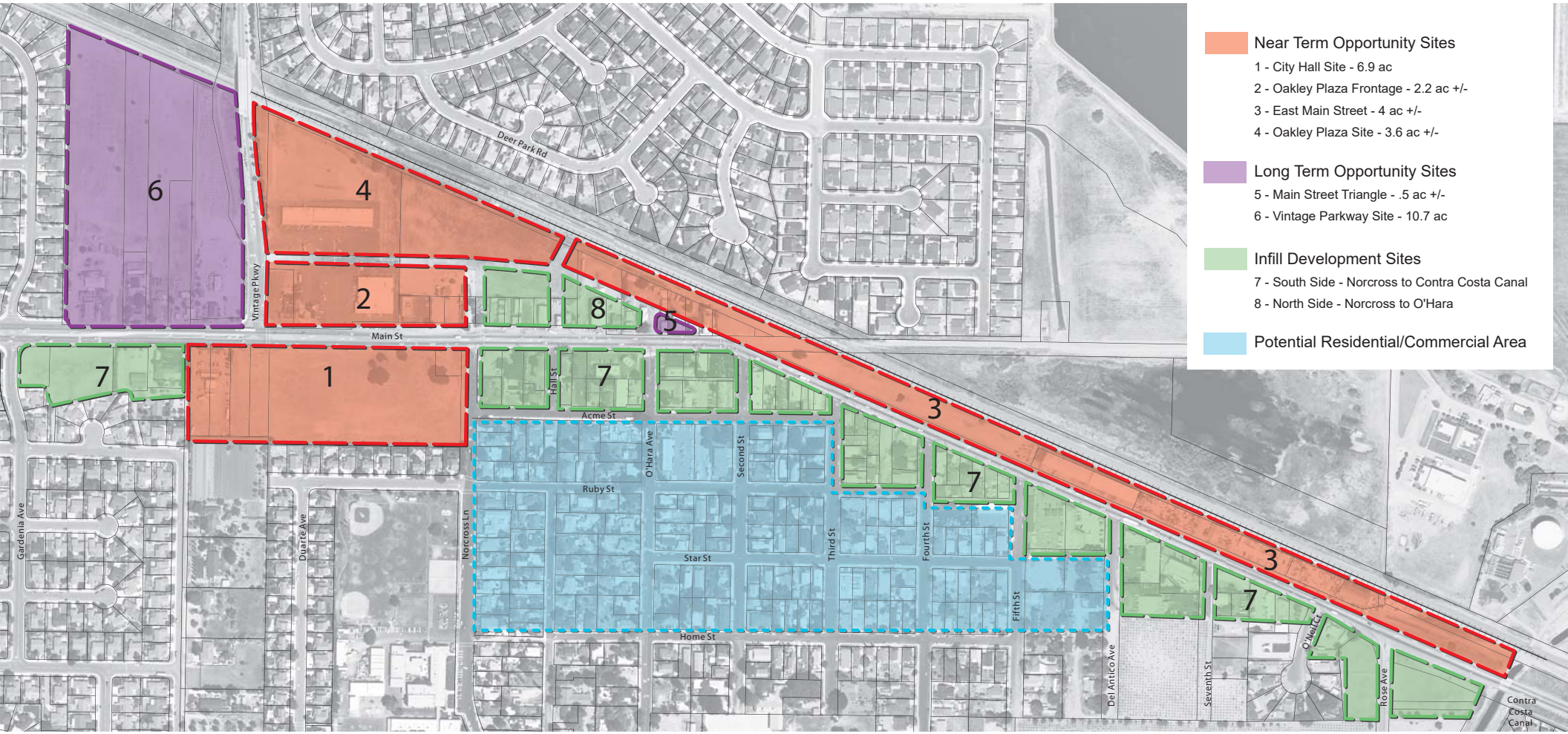
At the general plan maximum FAR of 1.0, these sites could actually accommodate approximately 1.2 million square feet of commercial/retail space. An FAR of 0.35 generally implies one story buildings with surface parking; an FAR of 1.0 implies buildings of two stories or minimal parking requirements. A realistic development goal is somewhere in between.

As the Redevelopment Opportunity Sites diagram illustrates, there are three types of opportunity sites, "Near Term," "Long Term," and "Infill." These are listed below and described in more detail in following sections.

Near Term Opportunity Sites

Near term opportunity sites include the Civic Center site, Oakley Plaza frontage, properties along "East Main Street" be/tween Second Street and the Contra Costa Canal, and the Oakley Plaza site.

1. **City Hall Site** – This property is located at the southwest corner of Main Street and Norcross Lane. It totals approximately 6.9 acres, and accommodates a new City Hall, outdoor amphitheater/park, and commercial development. The first phase of the City Hall office development was completed in 2005; the remaining portion of City Hall was completed in 2007. The site adjacent to the west is also considered a development opportunity. It is currently occupied by a local car sales business. Ideally, the two



Redevelopment Opportunity Sites

Figure 2.2

sites would combine to create an attractive gateway to Downtown from the west.

2. **Oakley Plaza Frontage** – This highly-visible site is located directly across from the City Hall site adjacent to Vintage Parkway and totals approximately 2.2 acres. Previous development included the CentroMart grocery store, surface parking, a small open-air Mexican restaurant, and Round Table Pizza. This site has been redeveloped per the Specific Plan as an attractive Main Street commercial frontage, with outdoor dining spaces, a recirculating water fountain, public art, benches and other amenities, and a pedestrian-oriented mid-block crossing to City Hall.

3. **East Main Street** – The north frontage of Main Street from Second Street east consists of vacant parcels and buildings that need significant physical upgrades. This area totals approximately 4 acres, of which approximately 1.3 are owned by the BNSF railroad. The City should work with the railroad to encourage disposition of this property for commercial development consistent with the objectives of the Downtown Specific Plan. A storefront building is to include the transit facilities and retail with drop-off zones along the transit plaza.

   Existing businesses in this area are an important part of the City's tax base and provide a range of commercial offerings. However, the appearance of buildings and sites have been a community concern for years. This is a highly-visible frontage for residents and travelers using Main Street en route to Brentwood and Bethel Island, and it currently detracts from the City's efforts to improve its image and attract investment. A key issue therefore is establishing a plan line that will accommodate future widening of the street consistent with Caltrans standards.

4. **Oakley Plaza** – Previous building space on the site totaled approximately 20,000 square feet. Redevelopment per the Specific Plan features an expansion in floor area and includes new tenants, including Ace Hardware as the center's anchor. Current parking and east-west through-access will likely need to be modified to accommodate the proposed Downtown Oakley Transit Center and roadway connections west to the Vintage Parkway Site, see below.

Long Term Opportunity Sites

These sites will be affected by the Main Street improvements and/or the Downtown Transit Center.

5. **Main Street Triangle** – The site will be created by the future development of the Transit Center. At approximately 0.5 acres, the site will be used as a public plaza/park and a turnaround for drop-off/pick-up by the transit center.

6. **Vintage Parkway Site** – Given its 10.7 acre size, this site has the potential for significant development that would support the downtown revitalization effort. Given market conditions, townhouse and/or multiunit residential is most likely, and would provide a built-in population to patronize downtown businesses and add the street activity that will help to attract other visitors. Existing building space on the site totals approximately 20,000 square feet, mostly residential cottages and outbuildings. At an average density of 20 units per acre the property could yield up to 214 dwelling units, perhaps including commercial space along Main Street as well.

Infill Development Sites

Infill sites are located along both sides of Main Street, in the center of the Downtown Core. Existing land use ranges from small offices, shops, and eateries to residential cottages. Properties on the south side of Main Street are generally larger, however a number are developed with surface parking lots along the frontage. However, parcels are relatively small in acreage, with depths around 100 feet. The variety of existing ownerships and parcel configurations are also a challenge.

These properties are all in need of significant renovation and/or re-development to create a storefront commercial district. The City should assist with assembly and redevelopment of these properties as opportunities arise. Improvement of the street frontage as part of Main Street improvement project will change the current relationship between buildings, parking, and site access; e.g., new curbs, gutters, and sidewalks will make head-in parking directly from the roadway impossible. New curb cuts, driveways, and parking areas will be needed. The new street improvements could help to facilitate new development.

As indicated by the Interim Revitalization Plan, a significant land area will be created between these properties and the Downtown Transit Center. This area could accommodate shared parking lots to serve frontage businesses, but City participation will likely be needed to facilitate this outcome. With a significant change in grade existing behind the frontage, this area lends itself to mixed use development, possibly with underground parking; i.e., excavation requirements would be significantly less.

Residential/Commercial Conversion Opportunity Area

As Oakley grows and commercial activity and investment is attracted to the downtown area, demand for small-scale, "non-Main Street" office and commercial space is likely to increase. Attorneys, mortgage brokers and designers, and some types of artisan crafts and other low-impact commercial ventures gravitate to downtown areas, but often find rents on prime commercial frontages prohibitive. Some could be home occupations. The City of Oakley would like to accommodate these types of businesses, and the Downtown Specific Plan recommends that the area south of the Downtown Core bounded by Acme and Home Streets, and Norcross Lane and Del Antico Avenue be considered a "Residential/Commercial Conversion Opportunity Area."

This 15-block area currently contains a mix of bungalows and scattered commercial buildings, a number of which need improved maintenance or significant renovation. A benefit of allowing conversion would be supporting investment in existing properties and structures. The intent would not be to change the area's character, but to preserve it while supporting growth of a vibrant downtown commercial district. The underlying architectural character of the area should be conserved; e.g., existing buildings should be renovated, not demolished; mature trees should be preserved, and; commercial activities should not create parking demand that impacts adjacent residents. Ideally, this area would remain primarily residential, with a mix of offices and commercial businesses in residential buildings.

Interim Revitalization Plan

There are four basic efforts that would make a significant improvement in Downtown and should be pursued in the meantime. These include capital improvements, property improvements, and some of the development projects noted previously.



Improving the sidewalk environment will encourage sidewalk-oriented businesses.

1. **Incremental Streetscape and Building Improvements** – Incremental sidewalk and streetscape improvements should be installed in conjunction with major building renovations and/or new development as it occurs. Chapter 3 provides detailed recommendations for these improvements as part of the Downtown Specific Plan's overall streetscape design concept. As shown on the Interim Revitalization Plan, as much of the street improvements should be constructed as feasible given funding opportunities. Chapter 3 also describes recommended phasing scenarios to provide consistency in the streetscape appearance.

   The City's facade improvement program should be funded and promoted aggressively. It is a relatively low cost way to improve the appearance of Downtown, and an excellent mechanism to encourage community involvement in the revitalization process. Chapter 3 describes priority buildings for the facade improvement program. In general, the City should focus its efforts on sites that are the most visible and need the most improvement.

As part of these interim improvements, the City should consider relocating the existing 60kv power lines that extend along Main Street's southerly frontage west of O'Hara Avenue. The poles that support these lines constrain the location of frontage buildings, sidewalks, parking and driveways, and the overhead lines limit the size of the street trees that can be planted. Generally, the best location for these lines would be along the rear of frontage properties where they have the least impact on buildings and streets.

2. **Redevelop East Main Street Sites** – Given their appearance and visibility, the properties along the northerly frontage of Main Street east of Second Street are the highest priority for redevelopment. As noted previously, the blighted appearance of these gateway properties is a negative for Downtown and the City as a whole. Consistent with recommendations of the Downtown Task Force, this frontage should be developed with "support commercial" uses that augment but do not compete with Downtown Core businesses. Establishing a curb line consistent with future widening requirements is a pre-requisite to development. Chapter 3 contains preliminary recommendations for curb line and frontage improvements in the area.

3. **Promote Parcel Assembly and Mixed Use Development in the Core** – Small properties and multiple ownerships along Main Street make mixed-use development difficult. The City should work with local land owners and developers to assemble properties for infill residential over commercial development. Given plans for street improvements and the Downtown Transit Center, the north frontage is a logical place to start. Many structures are older, small, and in poor condition. Existing cottages could be replaced by new, upper floor units.

4. **Adopt and Apply Development Standards and Design Guidelines** – The City's policies and standards for renovations and new development need to promote the types of buildings, site improvements, and parking configurations that support a pedestrian-oriented commercial district. Current conditions in many locations – parking lots in front of buildings and along sidewalks, entrances on the sides of buildings rather than on the front facade – deter the type of pedestrian movement that is essential for a successful storefront commercial district.

Buildings must be located adjacent to the frontage, with attractive display windows, entrances, awnings, and other architectural features abutting the sidewalk. In the Core area, buildings should form a contiguous streetwall with parking behind. In adjacent areas, parking areas and driveways should be unobtrusive and located between buildings rather than behind only when required by parcel conditions. Land use should be programmed so that pedestrian-oriented commercial space is concentrated in the Core. Chapter 6 contains development standards and guidelines that will be applied to new development as part of adoption of the Downtown Specific Plan.

CAPITAL IMPROVEMENTS

3

Background

Redevelopment efforts in Downtown Oakley center on Main Street (formerly Highway 4), a street that provides significant opportunities for reinvestment and plays a major role in the local transportation network. Main Street is the principal east-west arterial for the surrounding area and for the City, and it extends through the center of the Specific Plan Area. Within Downtown, Main Street is a two-lane roadway, with one lane in each direction and a shared center turn lane. East and west of Downtown the roadway is four-lanes in width.

Two intersections are signalized, Main Street/Vintage Parkway and Main Street/O'Hara Avenue, both 3-way intersections. Vintage Parkway is a collector street that extends north over the BNSF rail line to more recently developed residential areas. It is the only street in the immediate area of Downtown that provides access across the rail line. O'Hara Avenue is a collector street that extends south to newly developed residential areas and continues to the City of Brentwood. Norcross Lane is another important north-south local street, providing access south to residential areas and local schools.

As noted in the preceding chapters, most of the Downtown Specific Plan's proposed capital improvements are related to through-traffic and streetscape conditions. These projects are described in more detail in this chapter. Infrastructure and public services related projects are described in Chapter 4.

Proposed Projects

Capital and design-related improvement projects focus on improving the overall image of Downtown, enhancing it as a pedestrian-oriented commercial district, accommodating through and truck traffic, and improving pedestrian safety. Six discrete capital and/or design improvement projects are recommended:

1. Downtown Oakley Transit Center
2. Main Street Frontage and Streetscape
3. East Main Street Widening and Streetscape
4. Downtown Side Street Improvements
5. Building Facade Improvements
6. City Gateway Signs

These projects are listed in order of magnitude, though not necessarily in order of importance. Though they are interrelated, each could be undertaken separately. Some projects make sense to implement together, such as subsurface infrastructure and streetscape improvements along Main Street. These projects are described and illustrated in the sections that follow.

Downtown Oakley Transit Center

The Transit Center would be focused on new San Joaquin Joint Power Authorities (SJJPA) train station platform located north of Main Street between 2nd Street and O'Hara Avenue, as shown in the concept diagram on the following page. The facility would provide connecting TriDelta Transit bus service to the train station as well as Park & Ride lot. Routes in Oakley and surrounding communities would be adjusted to better serve on-going transportation infrastructure investments in the area, including the eBART extension to Hillcrest Avenue.

The station platform is strategically located near "the bend" on Main Street, adjacent to a new Main Street Plaza that could be used for civic events and markets. This location is highly visible and publicly accessible, and will serve as a catalyst for extending the character of Main Street eastward to 2nd Street and beyond. The location is within a 5 minute walking radius of City Hall, Civic Center Park and Main Street restaurants, and makes use of a number of vacant and underutilized properties north of Main Street between Norcross Lane and O'Hara Avenue. Approximately 300 surface parking spaces would be provided to support Park & Ride activities as well as future train riders, many of which could be used to support plaza activities held on the weekends and evenings.

New roadways and other related improvements likely needed to provide local access and circulation include:

- One-way transit/drop-off loop adjacent to the rail platform.
- Signalization of the Norcross Lane at Main Street intersection to facilitate peak traffic flows into and out of the Park & Ride lots



View of platform and new infill development (top) and view north across Main Street (bottom).

Source: City of Oakley

Downtown Transit Center Concept

Figure 3.1

and provide protected pedestrian crossings at 700 foot intervals along the corridor.

- Modification of the traffic signal at the O'Hara Avenue at Main Street to accommodate a southbound-only north intersection leg. The intersection design would need to accommodate the turning radius of transit vehicles.
- Provision of an eastbound left-turn only lane on Main Street at the one-way transit loop entrance opposite 2nd Street. 2nd Street is one-way southbound at this location, and signalization or other traffic control is not expected to be needed.
- Through-route west to Vintage Parkway.

In addition to physical changes, the following policy adjustments should be considered:

- Exempting downtown intersections from the peak hour LOS D policy for vehicles.
- Reducing parking requirements for new development.

It is expected that as station, Park & Ride, and development plans are finalized, additional transportation analysis may be necessary to determine turn pocket lengths, traffic signal adjustments, crosswalk placement, and other circulation elements.

Frontage street trees, lighting, and landscaped median islands will be incorporated, consistent with objectives to improve the overall appearance of Downtown. Cross streets will provide access to parking areas and pedestrian crossings and they should be treated as highly visible entrances to the Downtown Core. A frontage planting strip with street trees is recommended to buffer pedestrians on frontage sidewalks from through traffic. Bike lanes, downtown theme street lighting, and corner bulbouts where feasible are recommended. Consistent with the Downtown Specific Plan's development standards, frontage development will provide attractive low walls, fences, and shrub plantings to screen adjacent parking lots.

Main Street Frontage and Streetscape

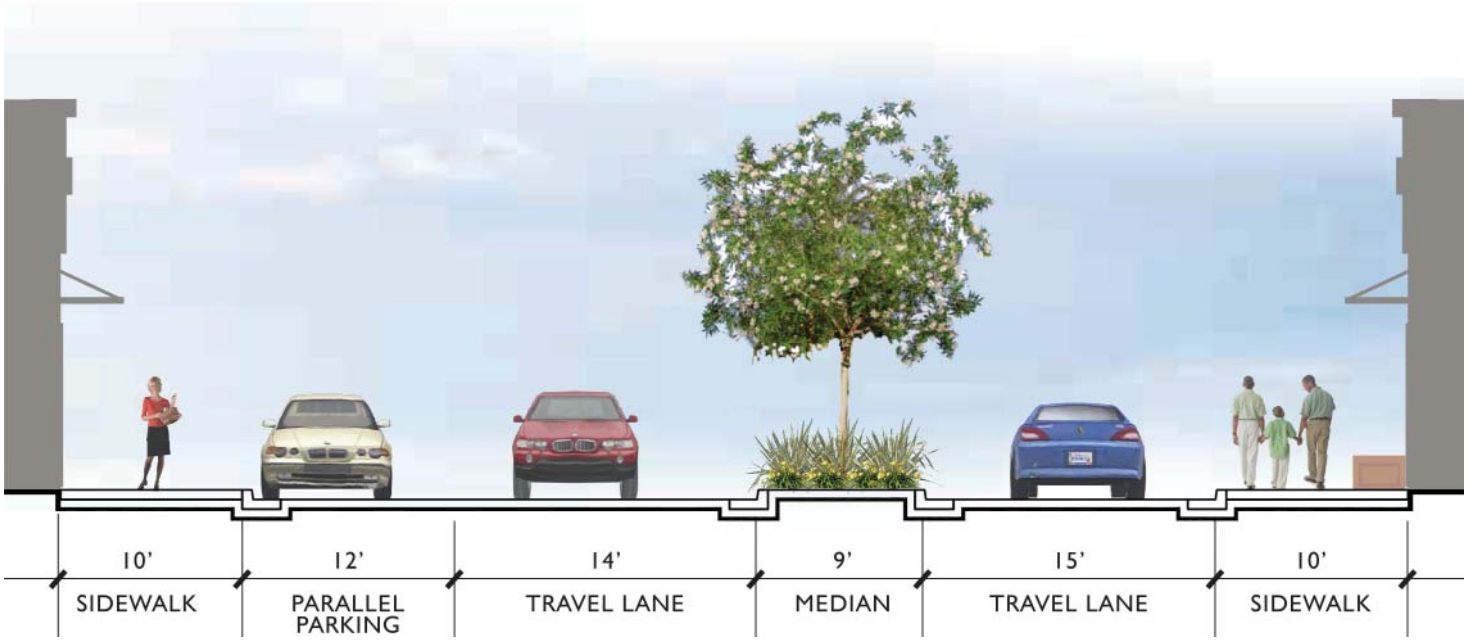
Curb, gutters and sidewalks are missing through much of Downtown, and there are no existing pedestrian amenities. Street lighting consists of standard "cobra-head" highway fixtures. Power lines run along both frontages, with a high voltage 60kv line on the south of the southern frontage. Building setbacks are inconsistent and create a haphazard appearance, with some buildings abutting sidewalks while others have off-street parking areas directly in front.

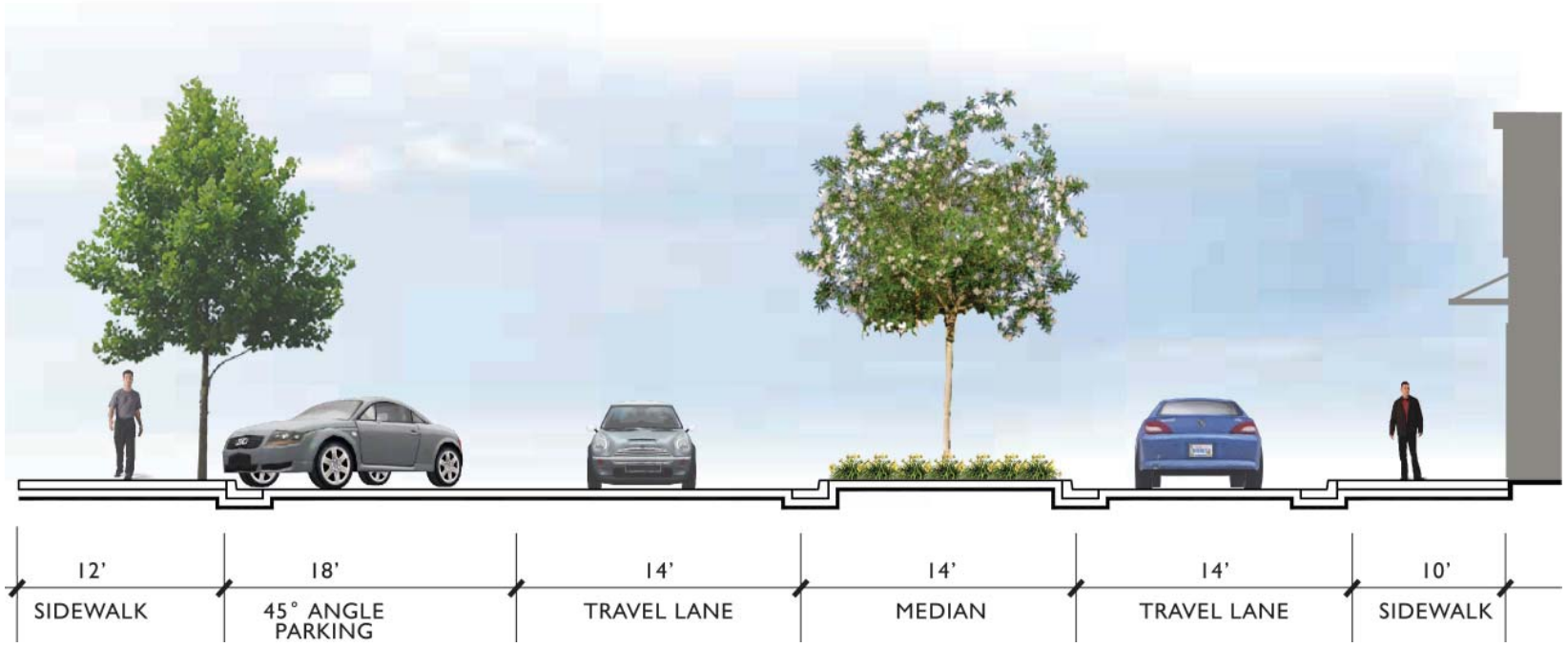
Right-of-way widths vary as well. For example, the ROW is approximately 90 feet between Vintage Parkway and Hall Street, and narrows to 60 feet between Hall and Second. Frontage improvements have been present on both sides of the wide portion of the street, but were only built in 2017 on the north side of the narrow portion of the street. Excess frontage paving along the north side is used for head-in parking. There are no curb cuts to control vehicular movements to and from the roadway, making the safety of access to north side properties less than optimal.

The ROW is also approximately 60 feet along East Main Street. The north side frontage lacks improvements, with direct access to properties, head-in parking, and conditions generally similar to those between Vintage and Hall.

Street improvements are intended to help establish an attractive and memorable Downtown character, and to support retail businesses, cafes, and restaurants that will create a vibrant street life. Consistent sidewalks will provide opportunities for pedestrian activity, outdoor seating, street furnishings and other amenities. Pedestrian-scale lighting will increase pedestrian safety and give the street a warmer, more inviting character. Street trees and benches will create a comfortable community shopping environment.

These frontage improvements will dramatically affect the appearance of Downtown Oakley and its ability to attract new investment. While some of the improvements will need to be installed. Interim and long-term design improvements are described below. Interim improvements focus on the pedestrian environment while long-term improvements address traffic, circulation and parking.





Illustrations by Gates & Associates

Main Street - Existing Conditions

Figure 3.2

Interim Streetscape Improvements

Curbs, gutters, and sidewalks should be constructed where they do not exist today, as illustrated by the Interim Revitalization Plan (located in Chapter 2). Where possible, easements and/or dedications should be established to allow existing sidewalks on the south side of Main Street to be widened from 8 feet to 12 feet. Some properties are vacant or have building setbacks that could allow for sidewalk widening. Other properties have frontage parking lots that could be modified slightly.

Low voltage power and other utility lines should be undergrounded, and street trees and pedestrian-oriented street lights should be installed along both frontages; high voltage power lines on the north side of the street will remain. Corner bulb-outs should be constructed at Hall Street, O'Hara Avenue, and Second Street.

The 2017 Main Street Downtown Improvements project addresses several of the recommended streetscape improvements, which are described in more detail below and illustrated by the Typical Streetscape Improvements figure on the following page.

- **Consistent Road Width** - A street plan line should be established to create a consistent right-of-way widths of 70 and 82 feet, as depicted by the streetscape concept drawings on the following pages. This will allow for the construction of new curbs, gutters, sidewalks, curbside parking and sidewalk amenities. The roadway should be striped for 14- and 15-foot travel lanes, 9- to 14-foot median islands with left turn pockets, and parallel and angled parking on the south side of the street. The narrow portion of the street between Hall Street and 2nd Street contains buildings that encroach upon this area, and it should remain as it is until initiation of Transit Center-related improvements and development, when these buildings would have to be removed.

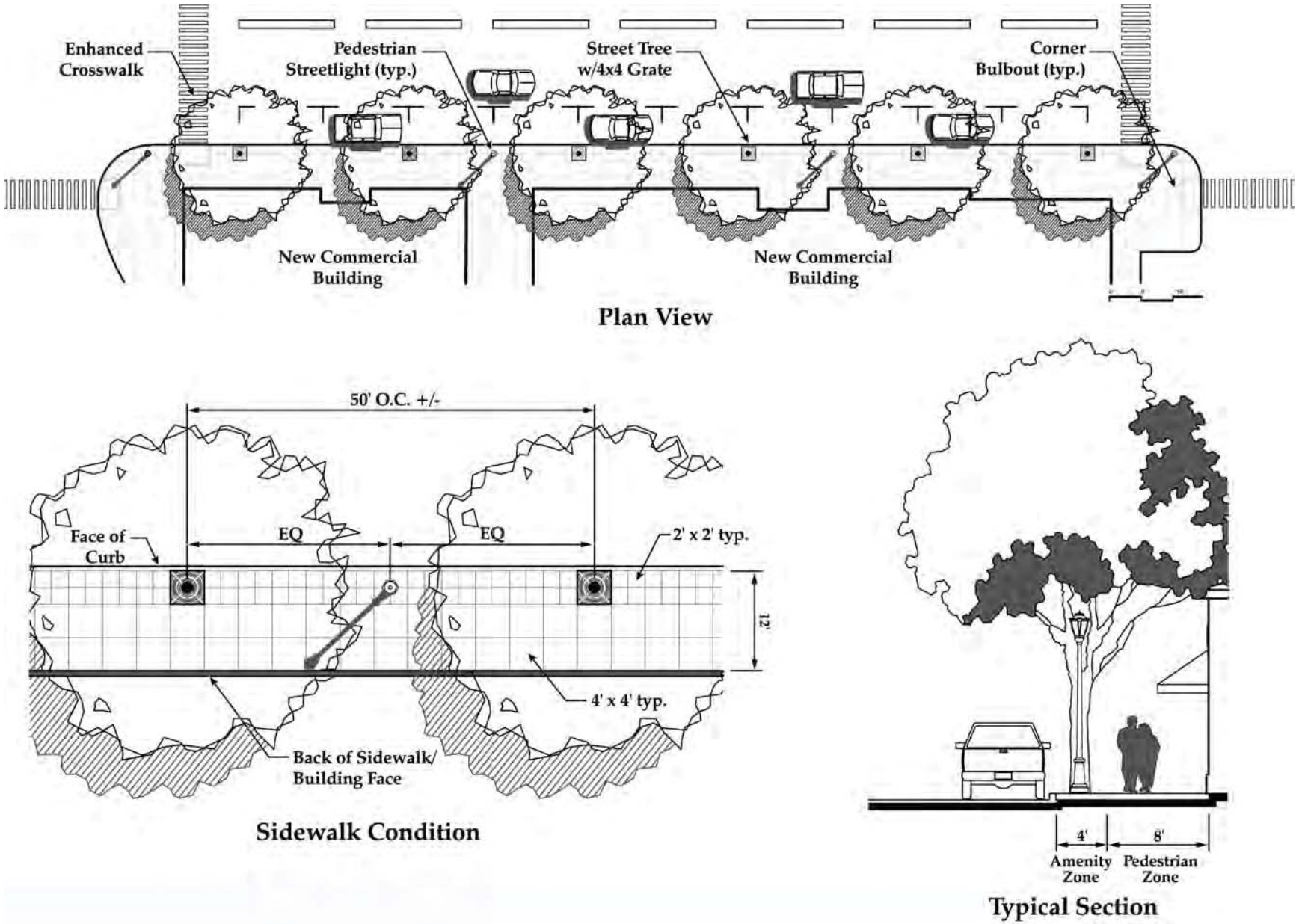
- **Consistent Curb, Gutters, and Sidewalks** - New curb, gutters, and sidewalks should be constructed along the entire north side of Main Street to reflect those now installed in front of the Civic Center Site frontage. New sidewalks should be a minimum width of 12 feet. Existing sidewalks on the south side of Main Street should be renovated and widened to 12 feet as possible. This will eliminate the patchwork of paving that currently exists, creating a clean and visually unified streetscape.

  The 12 foot sidewalk should have two functional zones; a 4 foot furnishing/amenity zone, and an 8 foot clear pedestrian zone. The furnished zone buffers pedestrians from the adjacent roadway, and provides an area for street trees, signal poles, utility poles, street lights, hydrants, signs, parking meters, and driveway aprons. The pedestrian zone provides a walking space removed from vehicle traffic and free of obstructions. In some instances it may be appropriate to locate benches along the back of the sidewalk, however, provided a minimum 6 foot clear pedestrian corridor can be maintained.

- **Corner Bulb-Outs** - Corner bulb-outs should be constructed at all intersections as traffic engineering determinations allow. This will shorten pedestrian crossing distances and create space for streetscape amenities. Bulb-outs should extend approximately 6 feet beyond the curb on parallel parking frontages. The final configuration of bulb-outs could vary according to the desired parking layout; i.e., angle parking could allow for larger corner bulb-outs.

- **Street Trees** - Street trees should be planted at approximately 50 feet on center along both sides of the street. Tree spacing should be adjusted as necessary to avoid existing utility poles and other fixed elements, and aligned with curbside parking stalls. Tree well cutouts should be a minimum 4 feet by 4 feet with uncoated cast iron grates. All grates within the sidewalk should be flush with the level of the surrounding sidewalk surface, and be located within the furnishings zone. The tree species should be deciduous to provide shade in summer and sun in winter, with a broad canopy and deep, non-invasive roots. Trees should be located a minimum of 20 feet from streetlights, and selected and located for adequate clearance from power lines to avoid unsightly "topping" and pruning.

- **Structural Soil** - It is strongly recommended that structural soil be used for all street tree plantings. (See the planting detail for recommended structural soil locations.) Structural soil is an air-entrained mixture of quality aggregate and "soil" formulated to support various pavement types, while allowing voids for air exchange, water movement, organic matter, and root growth. Structural soil installed under paving allows tree roots to grow out of the tree well and under adjacent sidewalk without causing the pavement to heave or buckle. This greatly increases the



Typical Streetscape Improvements

Figure 3.3

long-term health of the tree while ensuring that sidewalk surfaces remain even.

- **Street Lights** - New pedestrian-scale lighting should be installed along both sides of Main Street. Fixtures should be located at approximately 100 feet on center to provide consistent illumination. Light location should be coordinated with street tree planting to ensure that fixture illumination is not blocked by trees; a 20 feet clearance is recommended. Pedestrian-oriented light fixtures should be mounted at approximately 12 feet above sidewalk grade; beneath the tree canopy.

Long Term Street Improvements

A number of streetscape features would be installed as part of the interim improvements for Main Street. These include a 62 foot curb-to-curb street width, new curbs and gutters, 12 foot sidewalks, corner bulb-outs, street trees, and pedestrian-scale street lights. Gateways at the east and west entrance to the Downtown Core will highlight the area as a unique alternative to outlying shopping centers.

Four long term street design alternatives for improving Main Street were evaluated : 1) angle street parking on both sides; 2) parallel parking with a broad median island; 3) parallel parking with bike lanes and a narrow median island, and; 4) angle parking and parallel parking alternating from block to block.

Option 2, “Parallel Parking with Median,” was selected by the City for implementation. The street will have one 14 foot travel lane in each direction, an 18 foot landscaped center median, and 11 foot left turn lanes. Curbside parallel parking stalls 8 feet in width will be located along both sides of the street. At intersection, the medians will accommodate pedestrian crosswalk refuges approximately 7 feet in width. Graphic illustrations depicting the Main Street improvements and proposed street design approach are provided in the following pages.

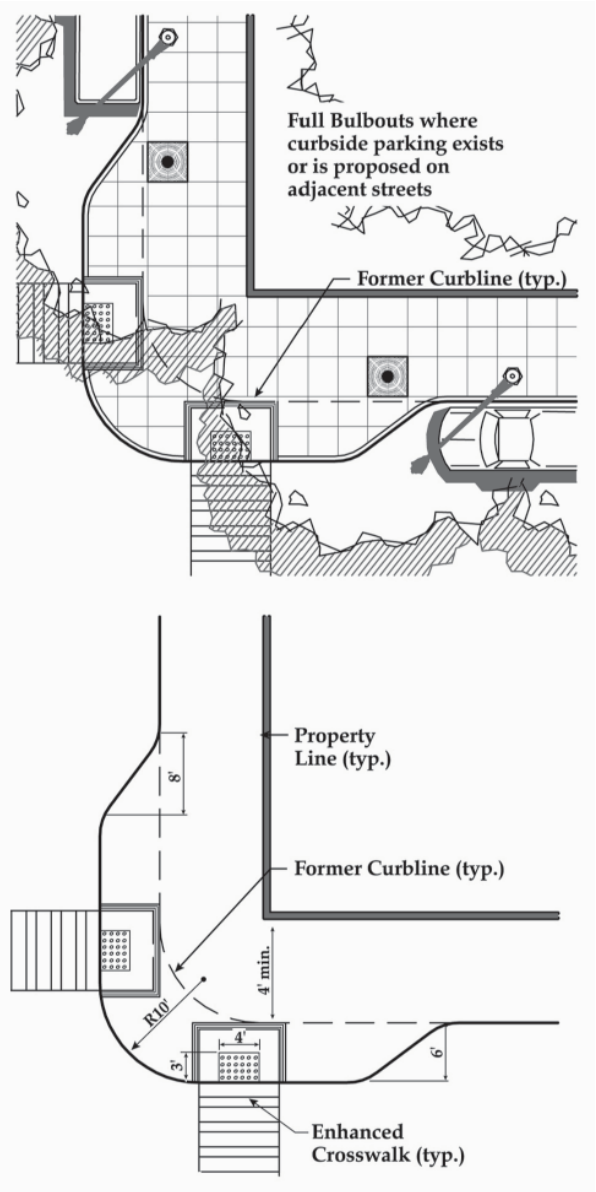
The City of Oakley Parks and Recreation Master Plan (2002) designates both Main Street and O’Hara Avenue as “Proposed Local Bike Routes”. As noted by the Master Plan, these would be Class II or Class III facilities, where bicyclists share the roadway with motorists.



Illustration by Gates & Associates

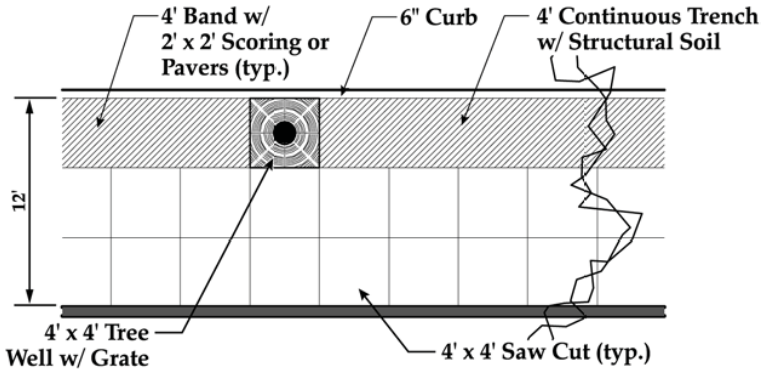
Main Street Design Concept

Figure 3.7

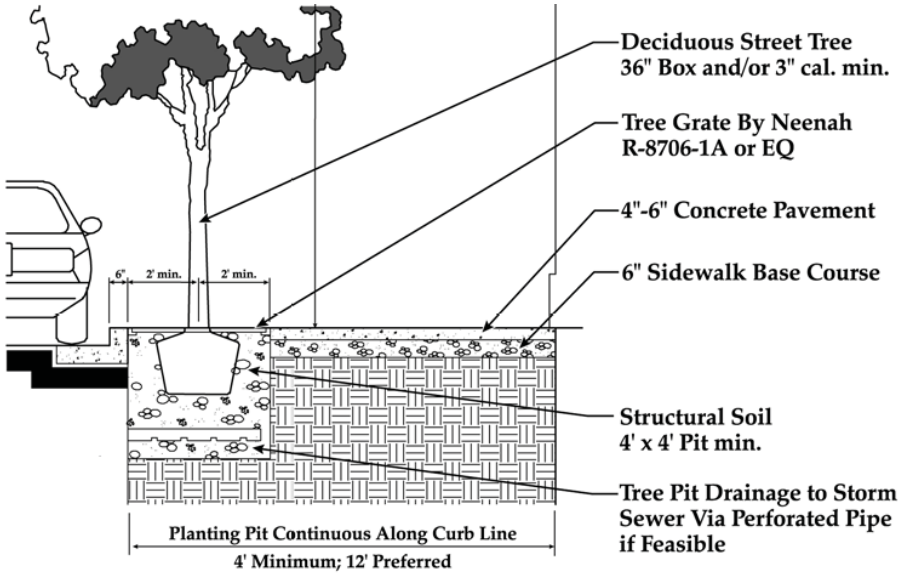


Typical Bulb-Out

Figure 3.4



Typical Sidewalk

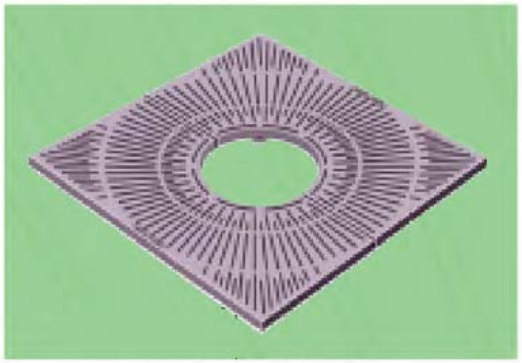


Structural Soil Details

Figure 3.5



36 Gallon Trash Receptacle by
BRP Enterprises - Manchester Collection
MC-403-FT-MF



4' x 4' Tree Grate by
Neenah Foundary R-8706-1A



14' Pedestrian Light by
Lumec - Lantern Series
L80-PCCS-SE-SF80



6" x 12" x 4" Paving Block by
Hanover - Traditional Prest Brick
(Color to Complement City Hall)



6' Bench by
BRP Enterprises - Manchester Collection
MC-101-72-PF

Note: The furnishings depicted above are examples only. Actual furnishings will be determined at a later date and reviewed and approved by the Planning Commission and City Council prior to installation.

Street Furnishing Examples

Figure 3.6



This broad median in Downtown Mountain View creates an attractive, memorable streetscape. It is similar in width to the recommended design for Main Street.

Class II routes have special bike lane striping. Class II routes have special signs, road markings, and a wider travel lane, with bicyclists sharing the lane with motorists. With 14 foot travel lanes in each direction, the recommended street design could accommodate a Class II bike route with a shared right-of-way, or “sharrow”, configuration that provides almost as much as cycling surface as a Class II bike lane.

East Main Street Widening and Streetscape

The viability of commercial property along the northerly frontage is an important objective, and access must not be overly restricted by the improvements. However, driveway entrances to properties should align with existing cross streets on the south. A frontage planting strip with street trees is recommended to buffer pedestrians from through traffic on the north side of the street. Corner curb bulbouts and downtown theme street lighting are also recommended. Consistent with the Downtown Specific Plan’s development standards, frontage development will provide attractive low fencing and shrub plantings to screen adjacent parking lots.

If future studies indicate that four lanes are not required and that a three-lane cross section could be adequate, excess curb-to-curb area should be considered for bike lanes and/or a widened median with pedestrian crossing refuges.

Downtown Side Street Improvements

There are five side streets within the Downtown Core: Norcross Lane, Hall Street, O’Hara Avenue, Second Street, and Third Street. Each serves a somewhat different function, and improvements are recommended accordingly. In addition, Acme Street parallels Main Street between Norcross and Third Street, providing access to parking areas and additional commercial properties.

Norcross Lane and O’Hara Avenue both are planned to connect north through existing properties to access parking areas for new commercial development and the Downtown Transit Center. Hall Street and Second Street both will terminate at Main Street. Selected downtown theme streetscape improvements are recommended for all of these streets, including lighting at intersections, corner bulbouts, enhanced crosswalks and street trees.

Angle parking should be retained along the westerly frontage of Second Street between Main and Acme, and should be established along the westerly frontage of Hall Street as well. As illustrated by the Parking Courts sketch, large bulbouts, shade trees, and additional street lights and thematic signage should be installed to identify these streets as parking courts.

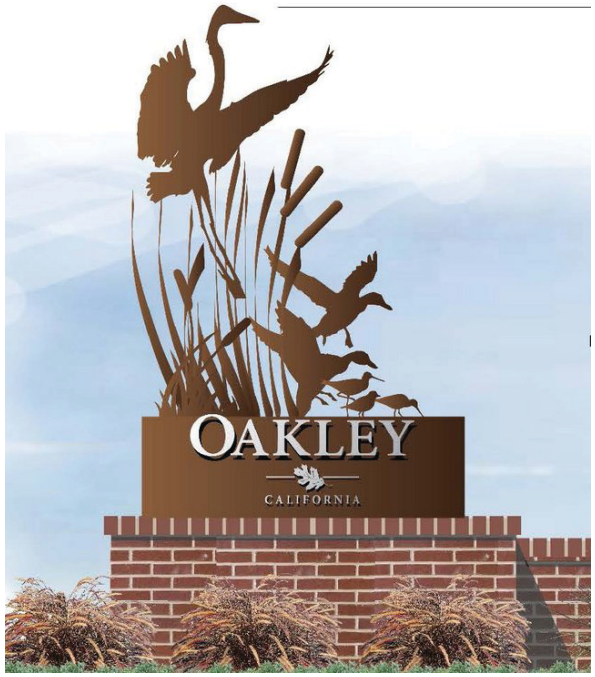
Building Facade Improvements

The City’s facade improvement program should be implemented to address three basic property conditions. As illustrated by the Facade Improvements Key Map, these are:

1. **Storefront Commercial Facades** - Facade improvements are recommended for existing storefront commercial-type buildings



Curbs, gutters, sidewalks and medians are being added along East Main Street.

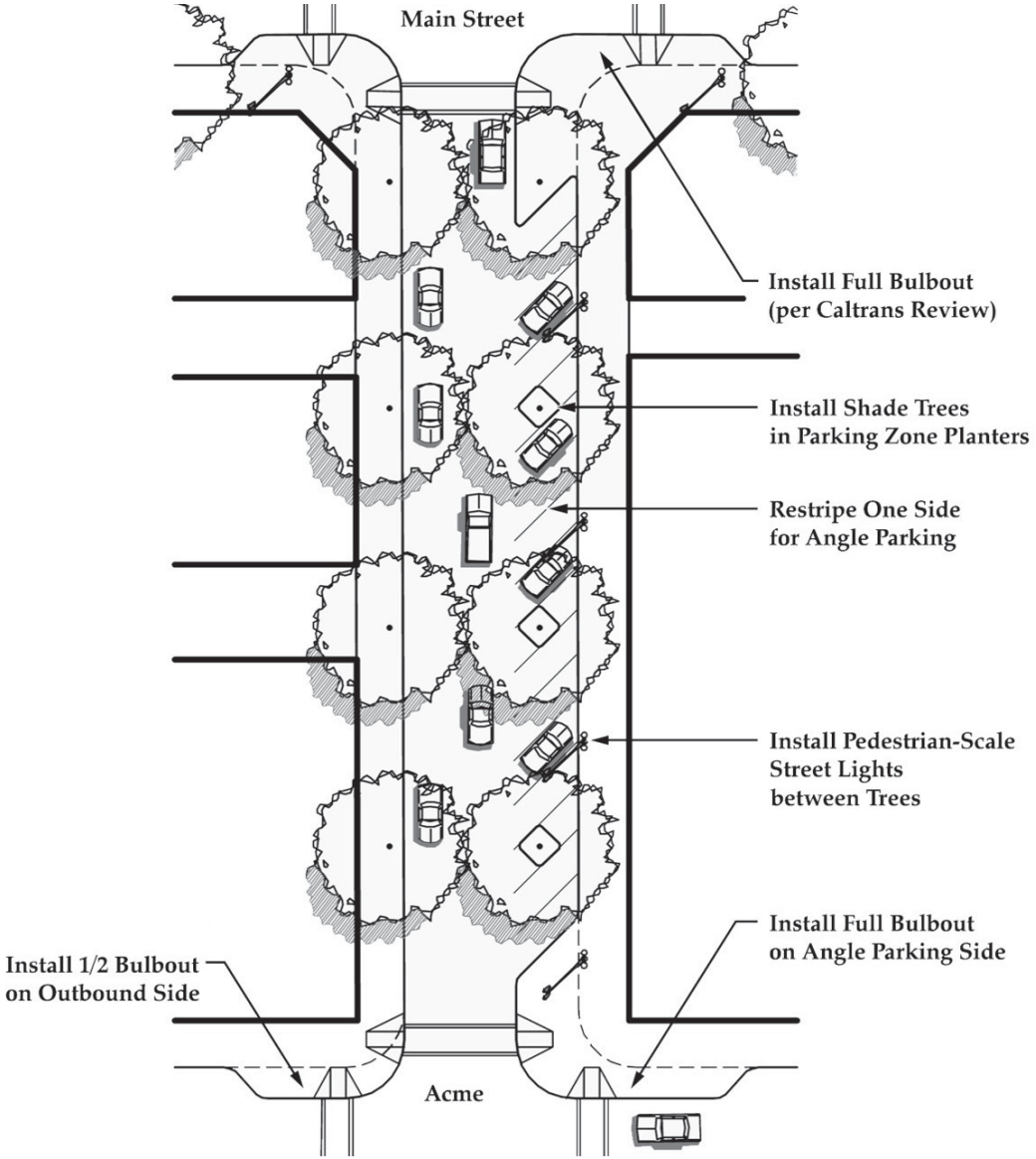




Illustrations by Gates & Associates

East Main Street Design Concept

Figure 3.8



Parking Courts

Figure 3.9

that have architectural characteristics that contribute to Oakley's traditional community character. Most of these buildings are located east of Second Street, outside the Downtown Core.

2. **Buildings to be Removed for the Main Street Improvements** -These buildings will eventually be removed and therefore should not be considered for major building renovation. The program should assist only with relatively minor surface improvements, as needed to maintain an attractive appearance for these buildings and downtown overall. This category includes the north frontage of Main Street between O'Hara Avenue and Main Street.

3. **Paint-Up/Fix-Up Only** - These buildings are not storefront buildings that contribute to pedestrian-oriented frontage. However, the facade improvement program should assist with relatively minor surface improvements as needed to maintain an attractive appearance for these buildings and downtown overall. Most of these buildings are located on "Infill" sites, with redevelopment recommended.

The properties indicated as Storefront Commercial Facades should be the focus of the City's facade improvement program. Renovation of these properties, combined with new development on Opportunity Sites, will dramatically improve the physical character and image of Downtown. The sketches on the following pages illustrate recommended facade improvements for these properties. The sketch for Building #10, 3300 Main Street is illustrated as part of the Interim Revitalization Plan in Chapter 2 on page, 29. Existing conditions and recommended improvements are described below.

According to the Historic Resources section of the Oakley Old Town Specific Plan Draft EIR (1996), building #2, the Oakley Hotel, appears eligible for the State of California Historic Register. Buildings #1, 4, 5, and 6 appear eligible as contributing to an historic district that appears eligible.

1. **3547 Main Street**

   Condition - Original storefront doors and windows removed. Glazing filled with wood panels. Brick facade attractive and intact.

Recommended Improvements - New casement/storefront windows; new/restored clerestory/transom window; new tile-clad base/bulkhead wall beneath storefront windows.

2. **3563-3587 Main Street**

   Condition - Concrete plaster surface; upper floor windows dilapidated, panes filled with plywood; original storefront windows replaced with single

   Recommended Improvements - New upper floor windows; restore storefront glazing, add tile base; install awnings with tenant signage; install new transom windows or add architectural detailing in panel above storefronts.

3. **3631 Main Street**

   Condition - Concrete plaster surface; original deco windows intact.

   Recommended Improvements - Add parapet to screen roof appurtenances; add decorative tile to parapet panel; add new awnings to accent building bays; consider downlights between bays.

4. **3639 Main Street**

   Condition - Stucco facade worn; minimal surface detail; original doors and storefront windows removed.

   Recommended Improvements - Re-stucco facade; add cornice and accent tile to existing parapet; re-construct storefront with center entrance, display windows, and tile bulkhead; add new awning with tenant signage.

5. **3641-47 Main Street**

   Condition - Concrete plaster surface; original storefronts and transom windows removed;

   Recommended Improvements - Restore storefront glazing, add tile base; install awnings with tenant signage; install new transom windows or add architectural detailing in panel above storefronts.

6. **3659 Main Street**

   Condition - Western batten board parapet/false front; original wood storefront/windows replaced with brick surfacing; large projecting sign.

   Recommended Improvements - Provide new parapet trim/cornice and frame; paint facade; install new storefront display windows, door, and wood or tile bulkhead/base. Restore neon projecting sign (paint, tubes, etc) or install building mounted sign on parapet.

7. **3671 Main Street**

   Condition - Concrete plaster surface; storefront and main building entrance removed/filled.

   Recommended Improvements - Re-stucco facade; add cornice and accent tile to existing parapet; re-construct storefront with center entrance, display windows, and tile bulkhead; add new awning with tenant signs.

8. **3683 Main Street**

   Condition - Corrugated metal western false front parapet; small window and main entrance; projecting sign without ornamental bracket.

   Recommended Improvements - Install new facade surfacing, corrugated metal or other; create storefront building base, masonry, metal or other; install new larger display windows, tenant sign(s); enhance/expand main entrance.

9. **3695 Main Street**

   Condition - Stucco facade worn; minimal surface detail; original doors and storefront windows removed.

   Recommended Improvements - Re-stucco facade; add cornice and accent tile to existing parapet; re-construct storefront with center entrance, display windows, and tile bulkhead; add new awning with tenant signage.

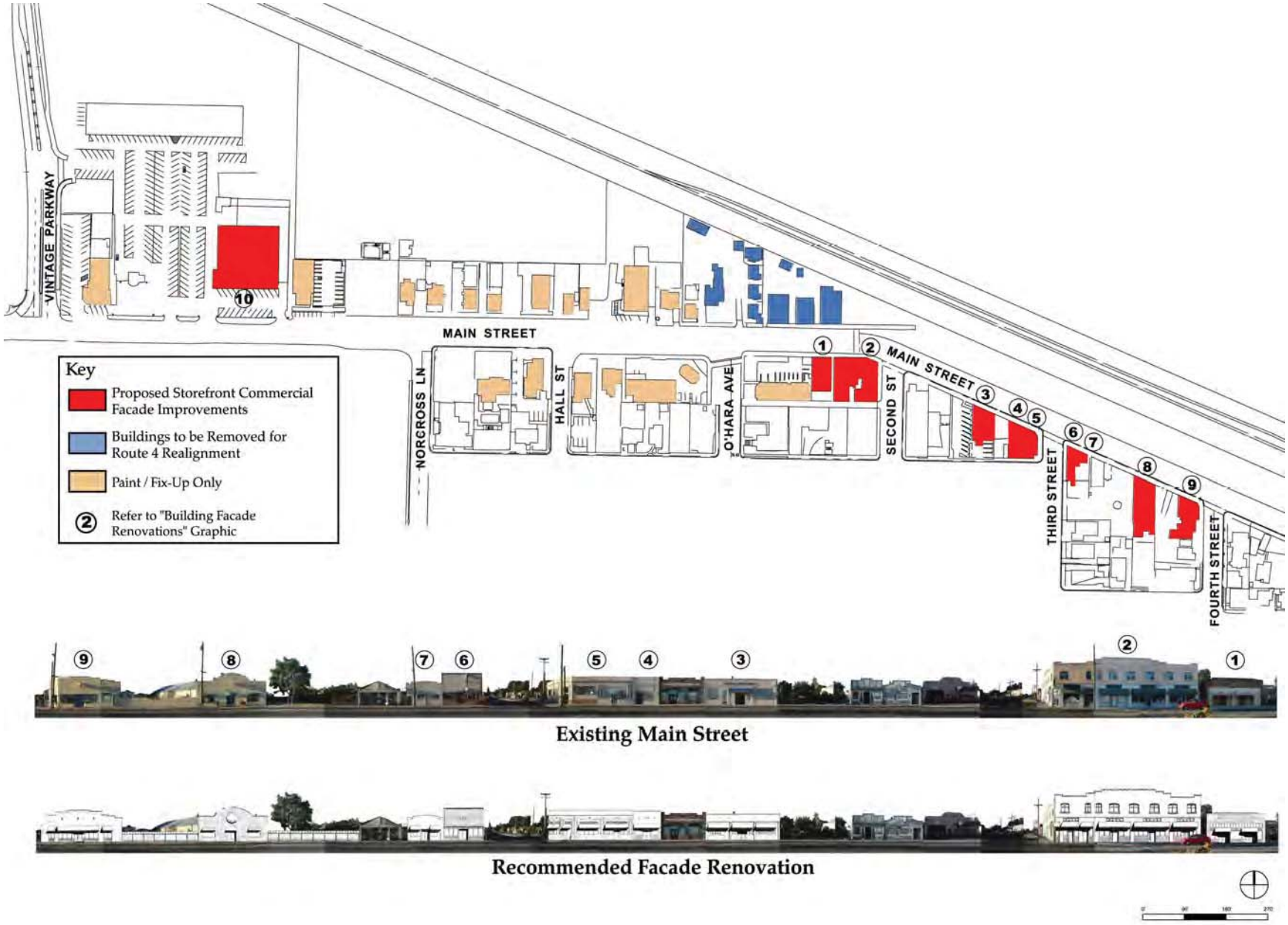
10. **3300 Main Street**

    Condition - Brick facade; metal canopy, display windows cluttered with signage; large building mounted sign panel; minimal sidewalk/pedestrian space at entrance.

    Recommended Improvements - Upgrade canopy with architectural elements, consider sign mounting. Remove signs from display windows. Consider adding parapet/sign for visibility; expand frontage sidewalk/pedestrian area.

City Directional Signs

City directional signs are recommended to be located at major intersections and adjacent to the City line on City entrance streets. They should have a graphics theme that relates to the Civic Center landmark/information sign, and be easily differentiated from commercial, highway, recreational, and other signs in the area. Directional signs should have lettering and graphics style that relates to the informational signs and is easy to see from the adjacent roadways.



Facade Improvements Key Map

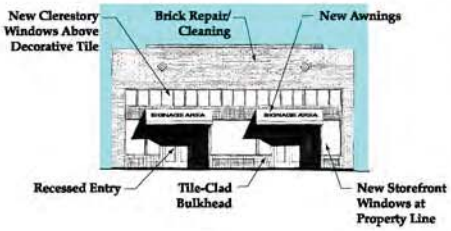
Figure 3.10



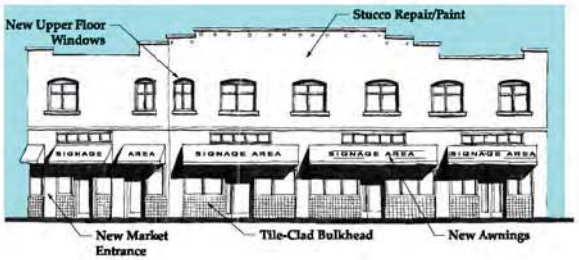








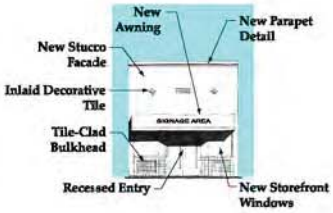
1 - 3547 Main Street



2 - 3563-87 Main Street



3 - 3631 Main Street



4 - 3639 Main Street

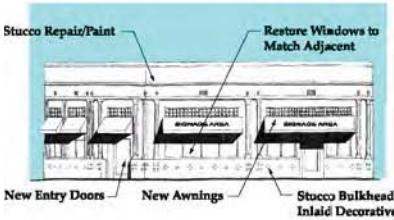




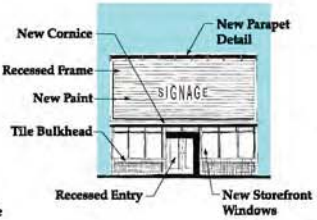








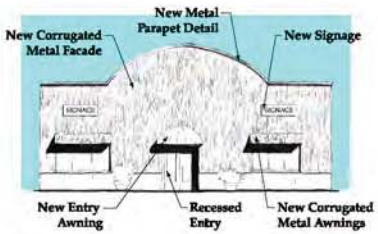
5 - 3641-47 Main Street



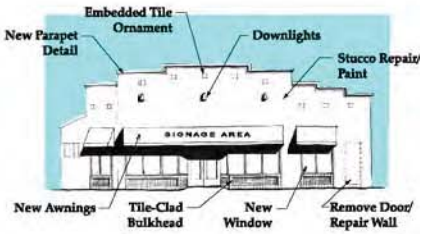
6 - 3659 Main Street



7 - 3671 Main Street



8 - 3683 Main Street



9 - 3695 Main Street

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INFRASTRUCTURE & PUBLIC SERVICES

4

The Downtown Specific Plan area is located within current City of Oakley boundaries and is supported by city infrastructure and public services. Changes to land uses and densities within the Downtown Specific Plan area may result in improvements to the existing infrastructure and public services systems for the City.

The Downtown Specific Plan area is generally bounded by the BNSF Railway to the north, Ruby Street to the south, Miguel Drive to the west, and the Contra Costa Canal to the east. Demand assumptions are based on the General Plan build-out scenario for the Downtown Specific Plan area. The findings of the analysis are summarized below.

Utilities and Infrastructure

Water Services - Diablo Water District (DWD) provides water service throughout the Specific Plan Area. The City of Oakley is with-in the Diablo Water District Sphere of Influence (DWDSOI), there-fore all current and future water needs will be provided by DWD[1]. Downtown Oakley receives its water from a reservoir along the Contra Costa Canal. The existing water supply is anticipated to support future development throughout the Downtown Specific Plan area, however minor improvements to the distribution system may be required.

Wastewater Services - Ironhouse Sanitary District (ISD) provides wastewater service to the Downtown Specific Plan area and throughout the City of Oakley. A treatment facility is located north of Highway 4 near Walnut Meadows Drive in Oakley. Major underground trunk lines run under Second Street and West Ruby Street. Auxiliary lines run beneath east/west streets within the Plan Area and feed into the major trunk lines[2].

A new sanitary sewer system is needed north of Main Street for those properties along the new Highway 4 alignment. Existing sewer systems throughout the Plan Area should be replaced with an upsized system to meet future demands in the Downtown Specific Plan area. Sewer upgrades assume a building layout of four major developments per block with four service points per block.

Storm Drainage - Storm drainage facilities within City limits were developed and constructed by the City and the Contra Costa County Flood Control and Water Conservation District (CFCWCD). The City of Oakley is responsible for maintaining the storm drainage system within city boundaries. Downtown is within Drainage Area 29D, which encompasses approximately 237 acres. Runoff from this area is directed to and contained by the San Joaquin Delta at Big Break[3].

Existing major lines are adequate to convey runoff water from the Downtown Specific Plan area. Surface drainage patterns must continue to be designed to funnel stormwater into existing catch basins. Supplemental inlets and minor drain lines necessary to convey local drainage to the major systems are assumed to be included in future new commercial development and associated parking areas.

Electricity, Natural Gas and Telecommunications - Dry utility services are provided throughout the City. Gas and electricity are provided by Pacific Gas & Electric (PG&E), while several local area companies provide telecommunication services. Existing natural gas and electricity systems are adequate and do not need to be upgraded to meet future demands as redevelopment occurs.

Developers and property owners will be required to coordinate with the appropriate service providers to provide electrical, natural gas and telecommunications services to their developments and properties.

Existing utility and overhead lines associated with electrical, telephone, and cable service should be removed and replaced with underground facilities. However, the existing 60kv lines located along the southerly frontage of Main Street are too costly to underground and are planned to remain. All new utility lines should be placed underground.

Street Improvements - Pavement conditions on Norcross Lane, Acme Street, Ruby Street, O'Hara Avenue, Home Street, Second Street, Third Street, and Forth Street are currently in fair condition.

[1] *City of Oakley. Oakley 2020 General Plan, 4.0 Growth Management Element. 2002.*

[2] *City of Oakley, Old Town Oakley Specific Plan, 4 Public Infrastructure. 1996.*

[3] *City of Oakley, Old Town Oakley Specific Plan, 4 Public Infrastructure. 1996.*

However, once the streets are opened for sewer upgrades and undergrounding, paving on these streets should be rehabilitated.

Two options may be considered: a) replacing existing pavement with new pavement conforming to existing curb and gutter, or; b) a pavement overlay conforming to existing curb and gutter. Pavement overlays are recommended as a first phase improvement, with reconstruction recommended as needed over the long term. Existing curbs, gutters and sidewalks are in good condition and do not need to be upgraded.

Public Services

Fire Protection and Emergency Services - The City of Oakley, along with several other Contra Costa County communities and unincorporated areas are served by the East Contra Costa Fire Protection District. The District provides service to structural, wild land, vehicle, and miscellaneous exterior fires; vehicle accidents involving disentanglement and extrication; medical emergencies and hazardous materials incidents. Station 93, located at Acme Street and Second Street, provides fire protection services to the Downtown Specific Plan as well as the rest of Oakley.

Roadway configuration changes to Main Street shall accommodate fire and emergency vehicles. New traffic signals shall also have Opticom signal attachments in order for emergency response vehicles to control the signals at the intersections. All redeveloped and new buildings within the Downtown Specific Plan area will be equipped with automatic sprinklers pursuant to NFPA 13 requirements.

Police Services - In conjunction with the Oakley Police Department, the Contra Costa County Sheriffs Office provides police services within the City limits. The Oakley Police Department is located in the Downtown Specific Plan area at City Hall, 3231 Main Street. A substation for the Contra Costa Sheriff's Office is also located within the Downtown Specific Plan Area, at 210 O'Hara Avenue.

IMPLEMENTATION

5

This chapter describes the policy actions, capital improvement and program-related costs, and funding approaches needed to implement the Downtown Specific Plan. Policy-related actions include adopting the Downtown Specific Plan. Administrative procedures for guidelines-related review and approval of projects will also be required.

Capital improvements-related actions include establishing public/private financing mechanisms for streetscape and infrastructure-related improvements. The City will assume the lead role in terms of initiating capital improvement projects, pursuing the additional state and federal grant sources needed and facilitating new development through assistance with parcel assembly and other financial incentives.

Implementation of the Specific Plan

This section outlines key implementation steps that should be followed by the City of Oakley to execute the Downtown Specific Plan. These include:

- Certifying the Downtown Specific Plan Program Environmental Impact Report (EIR).
- Adopting Zoning Code Amendment to establish new zoning districts that implements the Downtown Specific Plan.
- Rezone Downtown Specific Plan area.
- Administering the Downtown Specific Plan, including review and approval of projects in accordance with the intent and provision of the Downtown Specific Plan, as described in the following sections.

Specific Plan Approval - Once this occurs, the Downtown Specific Plan will be the primary regulatory tool for the area, containing development regulations, design criteria, and use allowances. There are some discrepancies between the specific land uses and development standards of the Downtown Specific Plan and those of the RDA PUD. Implementation of the Downtown Specific Plan will supersede the RDA PUD. Current zoning for the area is illustrated on the Current Zoning and Land Use Designation graphic contained in this chapter.

EIR Certification - A Program EIR, as authorized by Section 15168 of the California Environmental Quality Act (CEQA) guidelines, to assess and address the environmental impacts of the Downtown Specific Plan, shall be prepared to meet CEQA requirements.

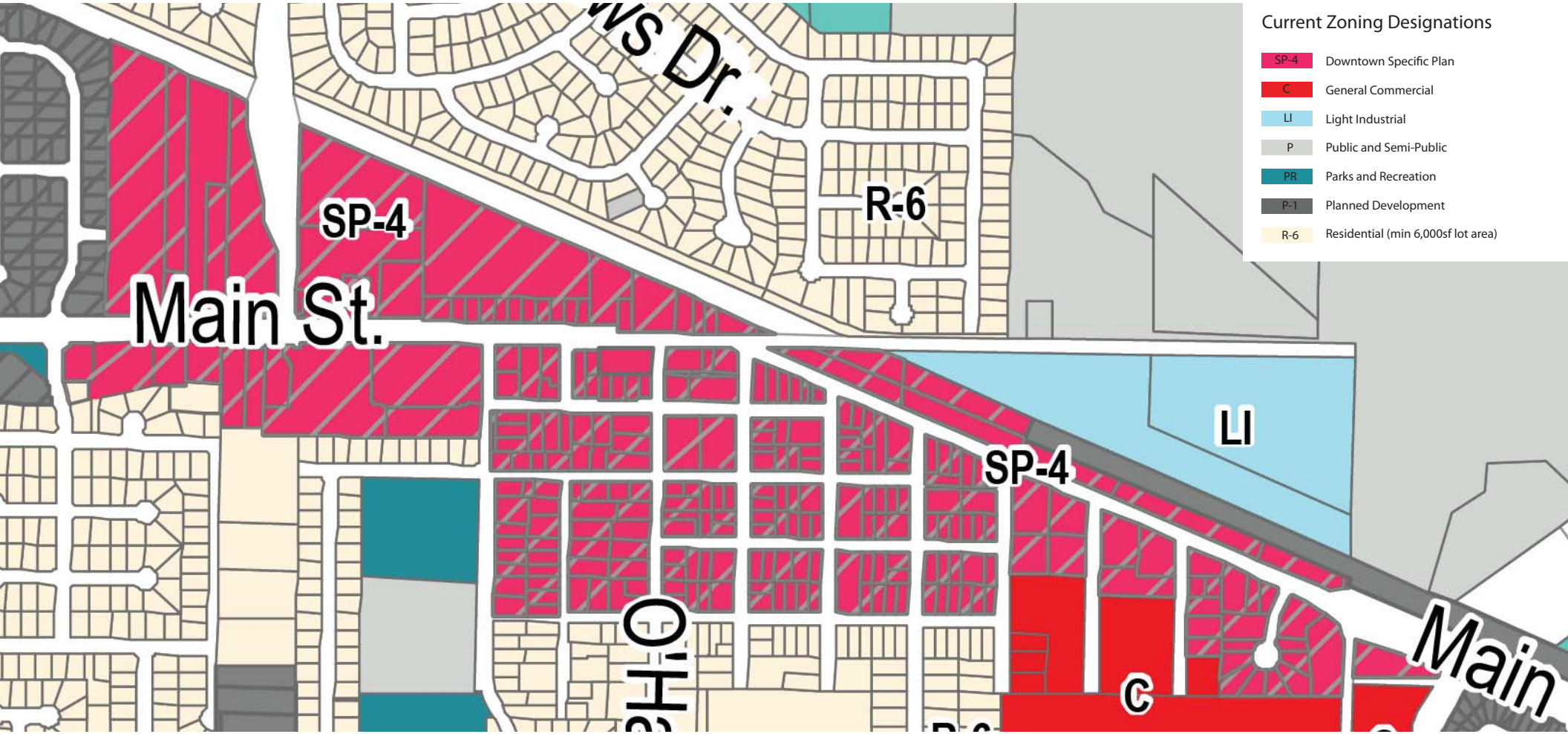
The following three zoning districts will be created and are illustrated on the Proposed Zoning graphic:

1. **Downtown Specific Plan-Downtown Core Area (DSP-DC)** – The DSP-DC zoning district applies to the area that extends along the frontage of Main Street from Vintage Parkway to Second Street. The DSP-DC area is a walkable, high amenity area with specialty-oriented first floor businesses.
2. **Downtown Specific Plan-Downtown Support Area (DSP-DS)**– The DSP-DS zoning district borders the DSP-DC area to the north and south, east and west. Business within the DSP-DS area should complement with those businesses in the DSP-DC area. Development with the DSP-DC area will also encourage pedestrian-oriented businesses through mixed-use development.
3. **Downtown Specific Plan-Residential/Commercial Conversion Opportunity Area (DSP-R/CCO)** – The DSP-R/CCO area extends south from the DSP-DS area to Home Street, between Del Antico Avenue on the east and Norcross Lane on the west. This area allows for renovation of existing residential structures and sites for commercial uses, keeping with the existing scale and character of the current community. The proposed Downtown Zoning designations, along with the City's current Zoning designations, are illustrated on the following pages.

Street Plan Lines

The Downtown Specific Plan proposes the following right-of-way-related projects:

1. Establishing consistent right-of-way lines and street improvements along Main Street between Vintage Parkway and Second Street;
2. Constructing extensions of Norcross Avenue and O'Hara Avenue north of Main Street, and;



Current Zoning Designations

Figure 5.1

3. Improving Main Street along the northerly frontage, between Second Street and the Contra Costa Canal.

Additionally, pedestrian crossings and reconfigured curb returns at intersections are proposed at specific locations on Main Street/the realigned Highway 4 to make pedestrian movement safer and more inviting.

In order to provide for coordinated capital improvements and development of the area, plan lines for these new and modified streets and intersections must be adopted.

Downtown Parking

Parking Facilities

Existing public parking within the Downtown Core Area consists of approximately 100 non-marked curbside parking spaces located along Norcross Lane, Hall Street, O'Hara Avenue, Second Street north of Acme Street, and the north frontage of Acme Street. There are no existing off-street public parking lots in the area. Private off-street parking is limited by small parcel sizes and relatively high building coverages, particularly in the blocks south of Main Street. Parcels north of Main Street have significant undeveloped, vacant areas along the BNSF railroad line. Though current levels of on- and off-street parking are relatively low, the lack of opportunities for accessible shared parking will be a deterrent to new development in the area.

Basic parameters for creation of new shared public parking facilities are:

1. Parking facilities should be located within a one block walk of Main Street;
2. Parking facilities should not detract from the pedestrian-oriented character desired for the area, and;
3. Parking facilities should be sited on lands that otherwise are likely to remain underutilized.

As described in the "Revitalization Projects" section of the specific plan, a principal focus for shared parking is the area between the north frontage of Main Street and the proposed Downtown Transit Center. Shared parking in this location would allow new Main Street frontage development to proceed without the need for on-site parking and/or frontage driveways and curb cuts to be provided on a parcel-by-parcel basis. These parking areas could be established by reciprocal parking easements and/or acquisition and improvement by the City.

Another focus for new parking is the fire station site located along the west frontage of Second Street between Acme and Ruby Streets. This site is recommended for acquisition for public parking, with the fire station relocated to a site comparable in terms of access and emergency service requirements. Additional curbside parking will be provided along Main Street when it is reconfigured.

New on-street parking could include approximately 110 spaces along Main Street and 33 spaces along new connecting north-south street segments north of Main Street; see the "Downtown Parking Facilities" diagram. Surface lots north of Main Street would provide approximately 190 spaces. The current fire station site could provide approximately 65 surface parking spaces, or approximately 210 spaces in a 3-level structure. Although this site is not in the Downtown Core Area, it is immediately adjacent and would provide parking within a short walking distance of businesses in the Core's east end. Existing and proposed parking includes the following:

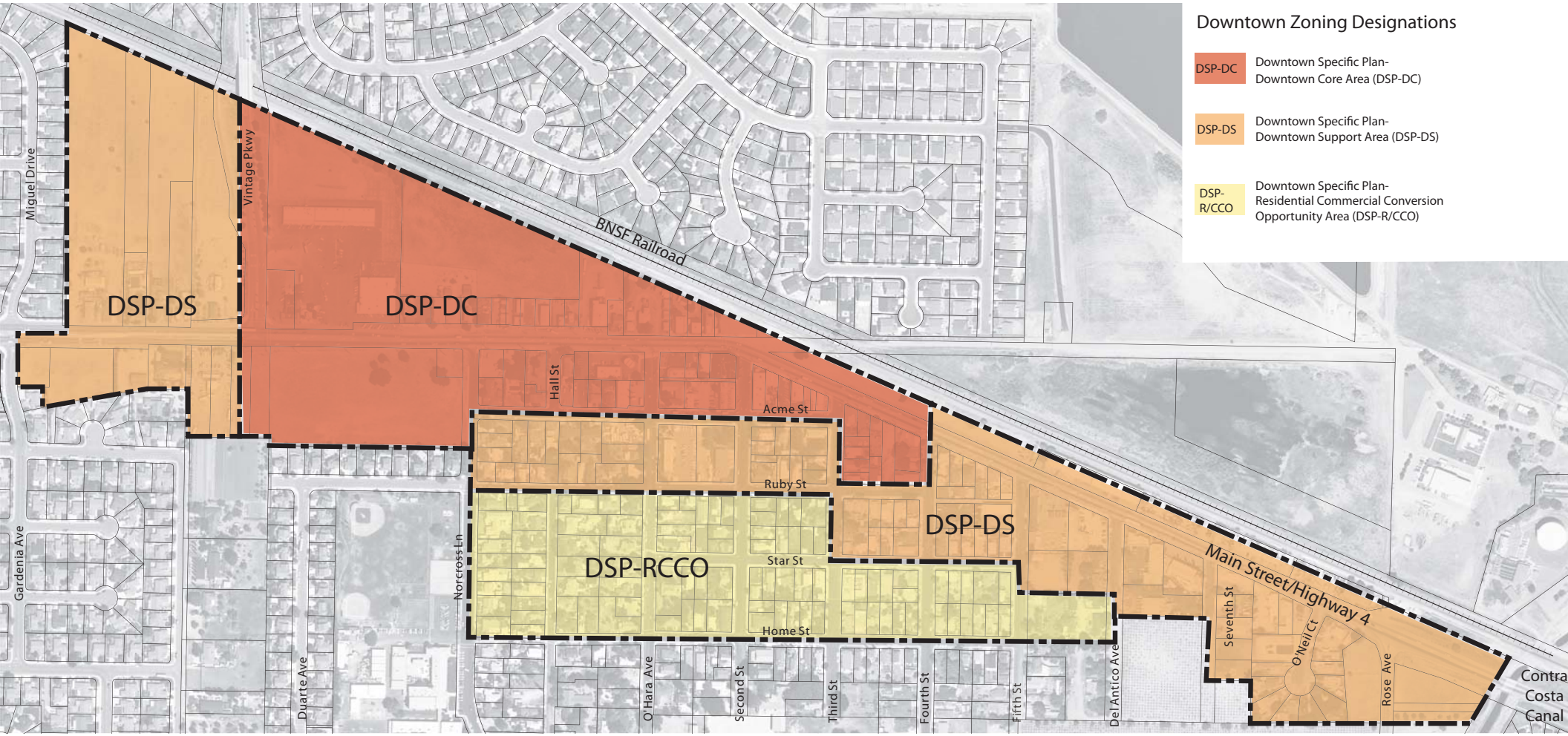
- Existing On-Street Public Parking Spaces 100
- Additional Planned Public Parking Spaces 525-670*
- Total Future Public Parking Spaces 625-770*

*Total with structure parking

At a shared parking ratio of 3 spaces per 1,000 square feet of commercial space, total planned surface parking could support a total of up to 208,000 square feet (626/3 x 1,000).

Parking In-Lieu Fee Program

The City should activate its parking in-lieu fee program, first established in conjunction with adoption of the Old Town Specific Plan in 1996. As part of the program, the City can waive on-site parking requirements for new retail commercial development and major building renovations or expansions. Instead, applicants pay an in-



Proposed Zoning

Figure 5.2

lieu fee for the required parking, with fees dedicated to acquisition, construction, and/or maintenance of shared public parking facilities. This program allows the City to work together with Downtown's many small property-owners to provide the parking needed to support new development.

Northern California cities that have similar in-lieu programs in place include Concord, Walnut Creek, Brentwood, Mill Valley, Mountain View, Palo Alto, and Berkeley. As part of adoption and implementation of this specific plan, the City of Oakley establishes a "Downtown Parking Overlay District," within which properties may elect to participate in the in-lieu fee program; see next section, Downtown Parking District Boundaries.

Parking in-lieu fees would be dedicated toward development of the shared off-street public parking facilities described above, and would be collected prior to or in conjunction with application for a building permit. Fees would be based on the real cost for providing required parking spaces, including land and construction, and would be updated by the City of Oakley on a regular basis to stay current. Costs would incorporate allowances for landscaping, lighting, ornamental fences and other amenities appropriate for a parking area in a pedestrian-oriented commercial district.

The cost for providing one surface parking space, excluding land, is currently estimated at $5,000. The cost for providing one structure parking space, excluding land, is $25,000. (The specific plan does not anticipate the need for structure parking in the near term, however, as noted above, most of the proposed surface parking areas could be redeveloped for structure parking in the future if justified by demand.)

At its discretion, the City of Oakley may waive or reduce the in-lieu fee parking requirements for an initial period of time to encourage new investment and development. As noted previously, there is not currently a parking shortage in Downtown, and new investment is a higher priority for the near term. Also at its discretion, the City may designate some properties as "parking exempt." This approach could be applied in cases in which, a) an applicant proposes to change an existing building use to a new use that has higher parking requirements, b) the existing site does not have land area available for parking or parking expansion, and/or, c) the existing building has an architectural form or features that contribute to the "Main Street" character desired for Downtown.

Parking District Boundaries

The Downtown Parking District boundaries are the same as those established for the Downtown Core Area. As depicted by the "Downtown Parking District Boundaries" map, the northerly boundary is the proposed shared parking area for new commercial development and the Downtown Transit Center; the southerly boundary is formed by Main Street, Acme Street, and a portion of Ruby Street; the east boundary is Third Street, and; the west boundary is the extent of storefront commercial development along Main Street.

Capital Projects Funding

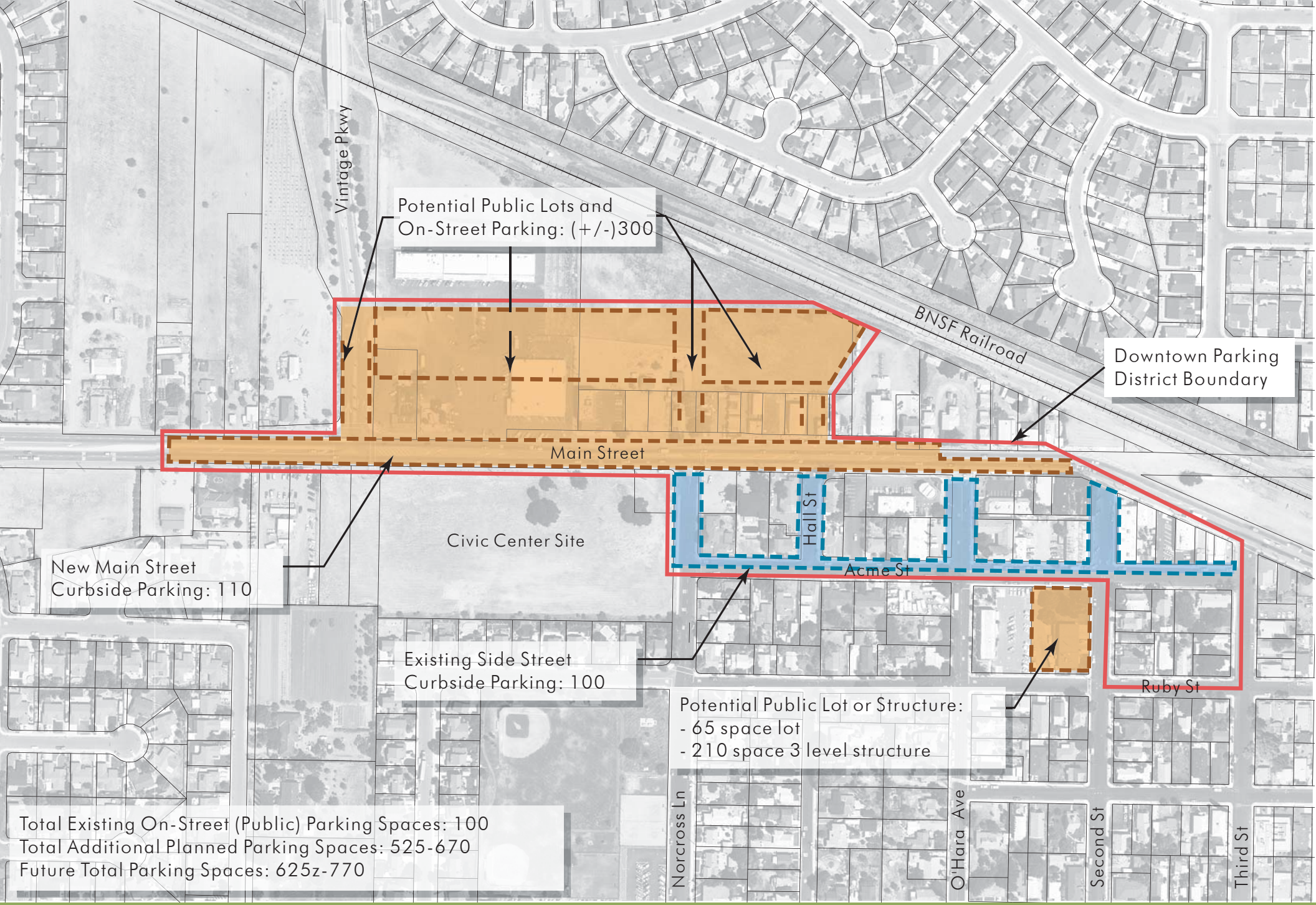
Though funding is planned to come from a variety of grant sources, Projects 1 through 4 will still need to be incorporated in the Oakley's five-year Capital Improvement Program (CIP) and managed by the City's Engineering Department.

Grant Funding

As noted above, the City alone will not be able to fund all proposed downtown projects. However, there are a range of grant programs available for the kinds of transportation and urban livability projects proposed by the Downtown Specific Plan. In the coming years the Community Development and Engineering departments will work together to apply for grant funds needed to implement the projects.

Potential grant program/funding sources include the following:

- **Metropolitan Transportation District (MTC) Transportation for Livable Communities Program (TLC)**: This program provides funds for capital improvements, planning assistance, and community outreach.
- **Federal Transportation Enhancements Authorization (TEA-21)**: This program typically funds bicycle and pedestrian transportation projects.



Downtown Parking Facilities

Figure 5.3

- **FTA Livable Communities/TEA-21 Earmark**: This program funds transit station area improvements that promote pedestrian access, public safety, and station area activity.
- **Transportation Development Act, Article 3**: This program funds alternative transportation projects, with an emphasis on bicycle and pedestrian circulation.
- **Transportation Fund for Clean Air (BAAQMD)**: This program is administered by the Bay Area Air Quality Management District (BAAQMD), and focuses on bicycle circulation as an alternative to vehicular use; pedestrian improvements are not funded by this program.
- **Transportation Fund for Clean Air (CMA)**: This program is administered by the Contra Costa Transportation Authority (CCTA). Unlike the BAAQMD program, however, the CCTA program does fund streetscape improvements that facilitate pedestrian access to transit.
- **Community Development Block Grant (CDBG) Program**: This US Department of Housing and Urban Development (HUD) program provides annual grants to States. States in turn award grants to local governments to carry out a range of development-related activities and efforts, based on State-defined priorities and criteria. CDBG-funded projects must benefit low- and moderate-income populations and/or prevent or eliminate blight, and must incorporate citizen participation.

Local Funding

A number of the grants require that improvements be coupled with transit planning efforts and/or a local funding "match." Many, however, require a strong transit component, and links from Downtown Oakley to future BART and/or other fixed rail systems are speculative. Bus service provided by Delta Transit will be the only transit mode serving downtown for the foreseeable future.

Given match requirements and the uncertainties generally associated with grants, City-based funding approaches will need to be maximized. Options include development fees to fund improvements that benefit new development. For example, traffic impact fees could be used to assist the funding of traffic calming and pedestrian safety improvements. Capital improvements could also piggy-back on basic road maintenance projects funded by the State Gas Tax. Exactions should be required from new development for directly-related capital improvements such as frontage curbs, walks, and streetscape amenities.

Priorities

Projects that have multiple benefits – such as traffic calming and enhanced pedestrian access – are generally the most likely to receive grant funding. Projects that have the biggest visual impact and do the most to encourage new investment are most effective for promoting downtown revitalization. Therefore, the top priorities are street-related projects that improve the appearance of Main Street, establish the perimeter for new development projects along the northerly frontage, and improve pedestrian safety and comfort. These are:

1. Main Street-Vintage to Second
2. East Main Street-Second to Fourth
3. East Main Street-Fourth to Rose

Second level priorities are those projects that require significant coordination with other entities, and/or are geared to longer term development and funding time frames. These are:

4. Train Station
5. Downtown Side Streets

Site Redevelopment Projects

In addition to participation in the funding of capital improvements, the City will facilitate new development in the Downtown Specific Plan area. Agency efforts are important in order to encourage developments that meet the City's objectives but also ensure that it meets the objectives of the entities that provide grant funding is more likely if it is linked to complementary new development.

Similar to recommendations for capital improvement projects, there are two levels of priority for property redevelopment. The first priority is for those projects that are highly-visible and could proceed in the

near term because land is currently vacant. As noted in Chapter 2, these sites are:

1. City Hall Site (Phase I completed 2005; Phase 2 completed 2007; Phase 3 pending)
2. CentroMart Frontage (Now Grocery Outlet, completed)
3. East Main Street Sites
4. Infill Sites

With respect to Oakley Plaza, the City will work with the owners to explore early actions to develop the property consistent with the Downtown Specific Plan; e.g., redeveloping additional commercial space along the Main Street frontage adjacent to CentroMart. Similarly, the City will work with the BNSF Railroad to establish ROW and gain developable property along the northerly frontage of Main Street east of Second Street.

Administration of the Specific Plan

A major goal for this planning process is to revive Oakley's Downtown and once again establish this area as a destination for the community and its visitors. The following responsibilities, mechanisms, and procedures will be necessary to review, monitor, coordinate, and integrate the development with the Downtown Specific Plan area.

Development Application and Review Process

All development within the Downtown Specific Plan area requires a Development Plan Application (DPA). Compliance with the Downtown Specific Plan's policies, standards, and guidelines is a condition of approval of a DPA. Before project planning and design begins, applicants are urged to meet with Community Development staff to clarify how the Plan's design and development guidelines apply to the property and/or proposed project, and to review items that must be submitted for a complete Planned Development application.

An applicant should first identify which downtown subarea the property is located within, and refer to the applicable section in the Plan's Development Standards for information on preferred land uses and other development program-related guidelines. These address items such as setbacks, height limits, and parking. Next, an applicant should review the Design Guidelines for information related to the specific type of building planned, as well as proposed landscaping, sign design, and lighting.

Once applicants are acquainted with the Guidelines, two steps are recommended:

1. The applicant should submit a Pre-Application (PA) City staff for review. The Concept Plan may consist of diagrammatic sketches and tracings sufficient to communicate the applicant's basic intentions. Concept Plans shall be to-scale and must be at a minimum indicate building heights, entrances, basic site layout,parking supply and configuration, access to on-site parking, and off-site building relationships. A Pre-Application does not constitute a formal application. City staff will review and comment on the PA prior to the applicant submitting a formal DPA, during which time the applicant shall meet and confer with City staff about refinements to the PA.

2. Depending upon results of the Pre-Application Review, applicants may elect to continue refining plans with City staff, or proceed to prepare and submit a DPA and start the formal application process. Plan refinement with City staff is strongly recommended as a means to work out inconsistencies with the Downtown Specific Plan prior to submitting a DPA.

Specific Plan Consistency

It is the intent of this document that any development application, use permit, or other use entitlement shall be consistent with the Downtown Specific Plan, as well as the applicable provisions of the Oakley General Plan and zoning regulations.

Any future Downtown Specific Plan changes (both minor and major amendments) found to be inconsistent with the Oakley General Plan would require the adoption of a General Plan Amendment. Any regulation, condition, or portion of the Downtown Specific Plan held invalid by a California or Federal court shall be deemed a separate, distinct, and independent provision; but shall not affect the validity of the remaining parts of the Downtown Specific Plan.

Specific Plan Amendment

During the Oakley City Council's review and approval of development applications, minor deviations from the Downtown Specific Plan that do not require an amendment to the plan may be allowed, provided that the project is consistent with the stated intent of the Downtown Specific Plan and the Oakley General Plan.

If a project applicant proposes a development that is not in line with the development standards or design guidelines contained in the Downtown Specific Plan, the City may approve a variance. A variance may only be approved if the required findings are met as provided for in the Zoning Code and does not substantively differ from the intent of the Downtown Specific Plan.

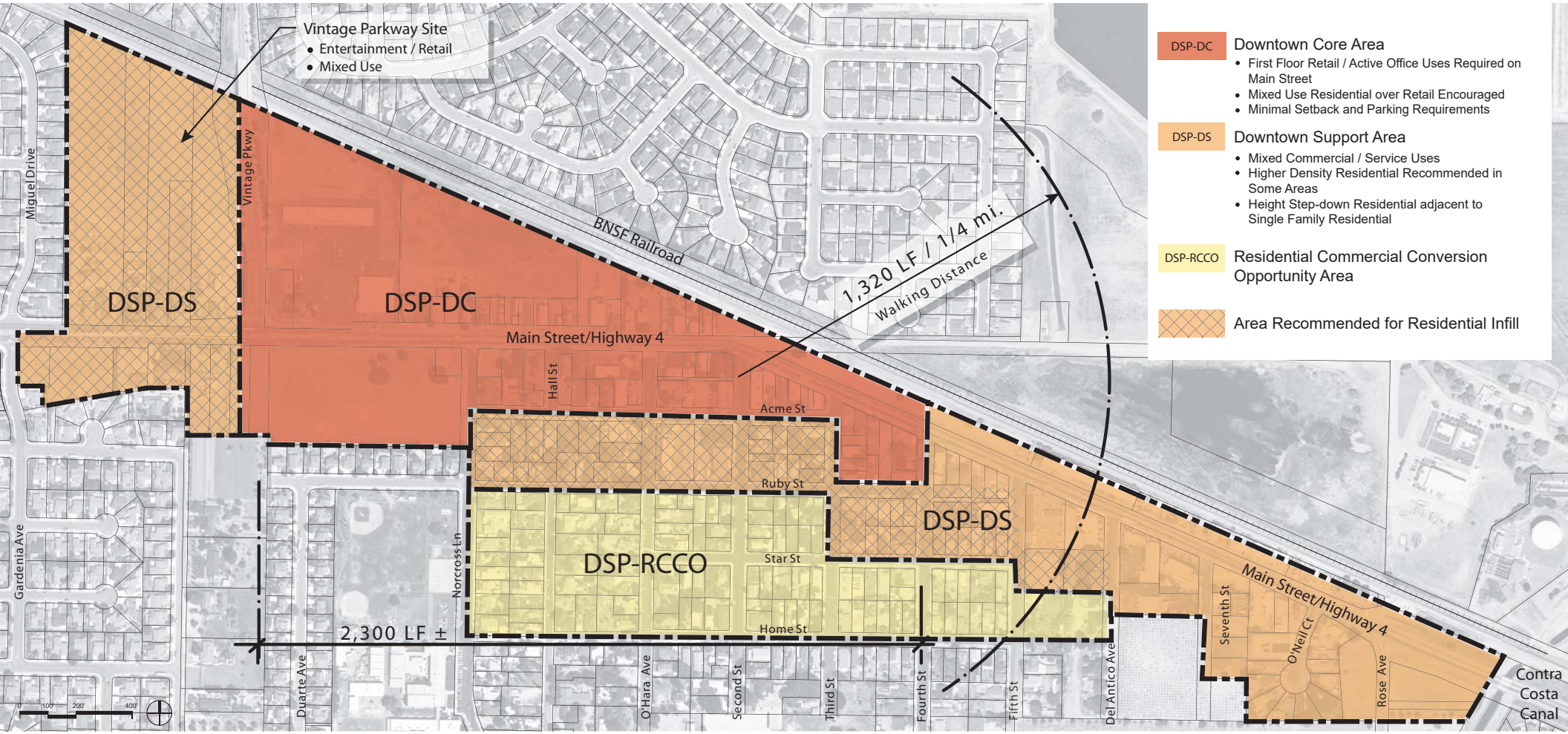
A developer, property owner, or the City may also request more substantive amendments to the Downtown Specific Plan. Any and all Downtown Specific Plan amendments shall be processed in accordance with City Ordinances, and presented in a public hearing prior to City Council action on the proposal. The Downtown Specific Plan amendment process is similar to the process to amend the General Plan. Therefore, major Amendments may require an accompanying General Plan Amendment and Zoning Code revision. All amendments are subject to CEQA and shall be reviewed for potential environmental effects. If it is determined that additional environmental impacts beyond those identified in the Downtown Specific Plan EIR will occur, additional environmental documentation may be required.

Vacant Sites and Buildings

Vacant, unimproved sites and buildings should not be permitted within the Downtown Specific Plan area for periods exceeding six months, unless such sites and/or buildings are actively for sale. Formal listing with a real estate broker, for-sale signs, and/or other similar criteria shall be met to indicate that property is for sale. Vacant sites should be improved with interim landscaping subject to approval by the Community Development Director. The applicant shall submit interim landscape and/or other improvement plans for lots that will remain vacant beyond a six month period for review and approval by the Community Development Department. A conditional use permit is not required for such a change in use. Vacant buildings shall be demolished and sites cleared and improved as noted above, provided the building is not deemed a "contributing" building site under the Oakley Historic Preservation Ordinance.

DEVELOPMENT STANDARDS & DESIGN GUIDELINES

6



Downtown Specific Plan Subarea Map

Figure 6.1

Development standards and design guidelines shape new investment to fulfill Oakley's desire for an attractive, pedestrian-oriented downtown. Development guidelines address aspects of development that are essential for achieving the goals of the Downtown Specific Plan. They are detailed recommendations for land use, building height, setbacks, and parking. Development standards are organized according to the "Downtown Core", "Downtown Support", and Residential/Commercial Conversion Opportunity (R/CCO) area.

Design guidelines address more subjective aspects of development, such as building form, architectural detailing, and site landscaping. Guidelines are organized by type of development – e.g., commercial or residential. They are listed according to their level of detail; for example, design guidelines for building massing are first, design guidelines for paint colors are last.

The use of the words "shall" and "will" indicate mandatory items while "should" means that an action is required unless the intent is secured through other means. Words such as "encouraged" and "may" are advisory, but should be addressed and incorporated to the maximum extent possible.

To use the guidelines, applicants should:

1. Find the property in question on the Downtown Specific Plan subarea map on the facing page, and refer to the standards for the subarea in which the property is located.

2. Refer to the guidelines for the type of development planned, site landscaping, and signs.

Development Standards

The Oakley 2020 General Plan Land Use Element contains policies for a (CD) Commercial Downtown land use designation that encourages mixed use development. Initial general plan development standards are a maximum site coverage of 70%; maximum building height of 50 feet; and a maximum floor area ratio (FAR) of 1.0. These basic standards are incorporated in the Downtown Specific Plan, with qualifying policies for special conditions and areas as needed.

The type, distribution, and extent of land uses within the Downtown Specific Plan area reflect the goals and objectives listed in Chapters 1 and 2. The Downtown Plan Areas map is based on Chapter 2's Revitalization Strategy Map, with three basic land use subareas:

1) the "Downtown Core," extending along the frontage of Main Street from Vintage Parkway to Second Street; 2) "Downtown Support," which borders the Downtown Core on the north, south, east and west, and; 3) the "R/CCO Area," which extends south from the Downtown Support area to Home Street, between Del Antico Avenue on the east and Norcross on the west.

The Downtown Core is planned as a walkable, high amenity area with specialty-oriented first floor businesses. Downtown Support Areas contain businesses that do not compete with the Core, with somewhat less amenity-oriented forms of development. The Downtown Core Area requires pedestrian-oriented development; the Downtown Support Area encourages but does not require it. Both land use designations encourage mixed-use development. As noted by the Plan Areas map, the "Vintage Parkway Site" is a special case with its own land use and development policies. The R/CCO Area allows for renovation of existing residential structures and sites for commercial uses, provided the neighborhood scale and character of the area is preserved.

Downtown Core Area

A. **LAND USE** - Multi-story buildings are encouraged and shall incorporate active first floor uses. If a use is not listed below, it may still be consistent with the Downtown Specific Plan objectives as

determined by the Community Development Director, given the site context and/or the specifics of the development proposal.

Preferred Ground Floor Uses

1. Retail sales - storefront-scale commercial space is strongly encouraged; at least 60% of the gross square footage should generate sales tax revenue.
2. Eating and drinking establishments
3. Nighttime entertainment uses
4. Performing arts theaters and cultural facilities
5. Public and quasi-public or institutional uses - that create high levels of pedestrian activity.
6. Hotels
7. Mixed use - is strongly encouraged, with office or residential above the Downtown Core uses listed above.
8. Personal services
9. Recreation, commercial/indoor
10. Parking Facilities
11. Emergency shelters - as defined by Senate Bill (SB) 2, located on the Civic Center property.

Upper Floor Uses

12. Office - administrative, business, medical, and professional
13. Residential - at densities determined on a case by case basis, but a maximum density of 35 units/acre.
14. Studios, photographers, and artists
15. Instructional Schools
16. Ground floor uses - as listed above and as appropriate

B. **DEVELOPMENT INTENSITY** – Maximum FAR should be 1.0.

C. **BUILDING HEIGHT** – as measured from adjacent sidewalk to base of parapet or eave line of pitched roof should be as follows:

1. Maximum building height - Four floors and/or 50 feet.
2. Maximum height exceptions – subject to City review:



Special architectural features such as towers and turrets are recommended and will be considered for height exceptions.



Pitched roofs may exceed height limits if gable or other non-shed roof types are used.





New commercial buildings shall have street-facing main entrances. The building above was re-oriented from the adjacent parking lot to Main Street through the use of a raised porch entryway.

a. Above subsurface parking – Building may exceed the maximum height by 5 feet; subsurface structures should extend no higher than 5 feet above finished grade. However, at-grade first floor commercial space should be provided along the Main Street frontage.

b. Pitched roofs – may exceed height limits provided they are gable or other non-shed roofs.

c. Special architectural features – such as towers, turrets, atriums, ornamental parapets may exceed height limits. However, these features may comprise no more than 1/3 of the overall length of the building façade(s).

d. Rooftop Structures - such as elevator and mechanical equipment enclosures or roof deck trellises and gazebos. These may exceed the height limit by 10 feet, provided they are screened by a parapet or a pitched roof.

3. Minimum building height – should be 20 feet to create well-defined street spaces.

D. **BUILDING ORIENTATION** - All Downtown Core sites shall provide buildings that abut and parallel adjacent streets. Every such building and tenant space shall provide its main entrance directly on a public street.

E. **FRONT SETBACKS** - Front setbacks shall be zero (0) feet. The first and second floors of all buildings shall be built-to and parallel with street front property lines. For corner sites and properties that extend through an entire block - i.e., from street to street - front setback requirements apply to all street frontages.

1. Corner buildings – The corner may be “cut back” up to 6 feet along side frontages to create a diagonal at the ground level and/or at upper levels.

2. Special architectural features – bay windows, turrets, decorative roofs, and miscellaneous entry features not parallel to street frontages:

   a. May occupy – up to 50% of street façade width;

   b. May project – up to 3 feet over property lines, and must be no less than 12 feet above the highest point in the sidewalk over which they project.

F. **SIDE SETBACKS**

1. Minimum – shall be zero (0) feet. If a building is setback from a side property line, at least 4 feet should be provided for an access passage.
2. Maximum – shall be 15 feet; in general, side setbacks of up to 15 feet should only be used to accommodate access driveways to parking areas and EVA's.

G. **REAR SETBACKS** – as measured from abutting properties.

1. Minimum – shall be 10 feet.
2. Parcels adjacent to public parking lots and driveways – minimum shall be 5 feet.

H. **SITE ACCESS**

1. Pedestrian access - Every building and tenant space shall provide a main entrance directly to the adjacent frontage sidewalk.
2. Driveways/curb cuts - shall be minimized. Shared parking lots and driveways are encouraged to reduce the need for curb cuts along street frontages.
   a. Maximum number - shall be 1 two-way curb cut or 2 one-way curb cuts per building.
   b. Maximum width - shall be 12 feet for a one-way driveway and 24 feet for a two-way driveway.
   c. Driveway setbacks - shall be a minimum of 5 feet from adjacent properties.
3. Service areas and access drives - will be centralized and shared wherever possible and accessed from side or rear parking areas. Service areas, including dumpsters and similar facilities, shall be screened by architectural walls, fencing, and/or planting as appropriate and per the recommendations of the City of Oakley Commercial Design Guidelines.

I. **PARKING**

1. Minimum requirements - Shared or "blended" parking standards are recommended to encourage higher density development in the Downtown Core.



Building corners may be cut back to accent a corner entrance.

   a. Non-residential - minimum 3 stalls per 1,000 square feet. Curbside on-street parking will be counted toward parking requirements.
   b. Residential - minimum 1 stall per unit (1 or 2 bedroom); another .5 space for each additional bedroom above 2 bedrooms for multifamily projects; or an additional space for 3 bedrooms for any single units.
   c. In-lieu fees - The City may consider waiving on-site parking requirements for new commercial development in the Downtown Core area for up to five years. After this initial period, instead of providing parking directly applicants may pay an in-lieu fee for the required parking, with fees dedicated to acquisition and construction of shared public parking facilities.
2. Location of surface lots - shall be to the side or rear of buildings, not in front. Broad expanses of parking are not consistent with the character desired for the Downtown Core, and width of parking areas between frontage buildings shall not exceed 80 feet.
3. Parking lot frontages - shall be screened with an attractive low fence or wall that relates to the materials of the principal

building; walls or fences should be a minimum of 32 inches and a maximum of 42 inches in height.

4. Parking areas shall be planted - with shade trees at a minimum ratio of 1 tree for every 4 parking stalls; higher ratios are recommended. Trees should be evenly distributed in an "orchard" or other planting arrangement to provide even shade throughout the area.

J. **LANDSCAPING AND SCREENING**

1. Sidewalks and street trees - a sidewalk minimum width of 12 feet shall be provided along all street frontages. Shade trees shall be planted at curbside approximately 50 feet on center. Street lights shall be installed at approximately 100 feet on center
2. Trash and service equipment - including satellite receiving dishes shall be located away from street(s) and enclosed or screened by landscaping, fencing or other architectural means.



Parking lot frontages should be screened from adjacent streets with an attractive low wall or fence.

Downtown Support Area

A. **LAND USE** - A mix of commercial and infill residential development is encouraged, consistent with the preferred distribution indicated on the Downtown Specific Plan Subarea map. If a use is not listed below, it may still be appropriate if consistent with the Downtown Specific Plan objectives as determined by the Community Development Director given the site context and/or the specifics of the development proposal.

1. Personal services
2. Printing and publishing
3. Recreation, commercial/indoor
4. Specialty food retail
5. Specialty goods retail
6. Offices - administrative, business, medical and professional
7. Eating and drinking establishments
8. Studios, photographers and artists



Parking areas shall be planted with shade trees at a minimum ratio of one tree per four parking stalls. The "orchard" arrangement shown above creates an even tree canopy.

9. Wholesale-certified recycler
10. Nighttime entertainment uses
11. Movie theatres
12. Parking facilities
13. Public and quasi-public or institutional uses
14. Quality goods and services
15. Residential - density shall be determined on a case-by-case basis as part of the Conditional Use Permit (CUP) process; the distribution shall be as indicated on the Subarea Map.
    a. Railroad frontages: Due to noise and vibration associated with the adjacent BNSF railroad line, residential development should not be permitted along the north Main Street frontage east of Second Street.
16. Child care facilities
17. Instructional schools
18. Vibration sensitive uses - such as certain types of repair shops and computer-related technologies are not recommended for properties abutting the BNSF railroad.
19. Special condition: Vintage Parkway site – This is a special development opportunity site. Given the right land use mix and urban design approach, it has the potential to provide a major boost to Downtown's revitalization.

    Development scenarios for the site must have strong physical and economic relationships to the Core. Scenarios that would be considered include:

    a. Residential - Given noise and vibration issues, residential maybe considered only if located 150 feet or more from the BNSF rail line. Densities shall be considered on a case-by-case basis, but a maximum density of 16.7 units/acre.
    b. Entertainment retail - cinemas and associated shops and restaurants.
    c. Mixed use - horizontal or vertical, combining office with entertainment retail and/or other Downtown Support uses as appropriate.

B. **DEVELOPMENT INTENSITY** - Maximum FAR should be 1.0



The appearance of Downtown buildings and street frontages need to be significantly improved. Auto services will not remain part of Downtown Oakley's land use mix.



Structured parking is provided on the second and third floors of this Walnut Creek commercial development.

C. **BUILDING HEIGHT** – shall be measured from sidewalk to base of parapet or leave line of pitched roof should be as follows:

1. Maximum building height - Four floors and/or 50 feet; building height should step down adjacent to existing residentially developed properties, as noted under 5, below.
2. Exceptions – subject to City review:
   a. Above subsurface parking – Buildings may exceed the maximum height by 5 feet; subsurface structures should extend no higher than 5 feet above finished grade.
   b. Pitched roofs – may exceed height limits provided they are gable or other non-shed roofs. Single pitch roofs may be excepted if architecturally designed.
   c. Special architectural features – such as towers, turrets, building entry volumes, or ornamental portions or parapet walls. These portions should comprise no more than 1/3 of the overall length of the building façade(s).
   d. Rooftop structures – such as elevator and mechanical equipment enclosures, or roof deck trellises and gazebos; these may exceed the height limit by 10 feet, provided they are screened by a parapet or a pitched roof.
3. Minimum building height – shall be 20 feet to create a well-defined street space.
4. Accessory buildings – shall be 12 feet in height if setback 12 feet or more from side and rear property lines; they shall be a maximum of 8 feet in height if located closer than 12 feet to side or rear property lines.
5. Adjacent to single family areas - Building height shall step down adjacent to existing single family residential development and/or properties designated by the City for single family residential development. Third and fourth floors shall be a minimum of 35 feet from single family properties.

D. **BUILDING ORIENTATION** - The main entrance to all buildings shall be located on the front building façade or a fronting building corner.

1. Minimum frontage - for all buildings shall be 1/3 the length of the parcel frontage.
2. Relationship to frontage - a minimum of 2/3 of the front building façade shall be parallel to the street right-of-way.
3. Garage doors and service bays - shall be located on the rear or side of buildings, not on the front.

E. **FRONT SETBACK**

1. Minimum - shall be zero (0) feet from the back of walk along Main Street.
2. Maximum - for landscaping related residential use shall be 10 feet along Main Street and 20 feet along side streets. Parking may be permitted between buildings and the street frontage.
3. Single family residential setback shall be 15 feet minimum on streets other than Main Street

F. **SIDE SETBACKS**

1. Minimum – shall be 10 feet, or 5 feet minimum for single family residential on streets other than Main Street

G. **REAR SETBACKS** – as measured from abutting properties.

1. North side Main Street – minimum shall be zero (0) feet.
2. South side Main Street – minimum shall be 15 feet for buildings up to two stories.
   a. Third and fourth stories – shall be setback a minimum of 35 feet from the rear property line if abutting residentially-developed or planned properties.
3. Parcels adjacent to public parking lots and driveways – minimum should be 5 feet.
4. Single family residential setback shall be 10 feet minimum on streets other than Main Street

H. **SITE ACCESS**

1. Pedestrian access - in the form of a walkway shall be provided from the Main Street sidewalk directly to the main building entrance; i.e., pedestrian access to building entrances should not require walking across a parking lot.
2. Driveways/curb cuts

a. Maximum number - shall be 1 two-way curb cut or 2 one-way curb cuts per building.

b. Maximum width - shall be 12 feet for a one-way driveway and 24 feet for a two-way driveway.

c. Driveway setbacks - shall be a minimum of 5 feet from adjacent properties.

3. Service access - shall be from side or rear parking areas.

I. PARKING

1. Minimum requirements - Reduced parking requirements are recommended to encourage higher density development adjacent to the Downtown Core.

   a. Non-residential - 4 stalls per 1,000 square feet for first floor space; 3 stalls per 1,000 square feet for upper floor space.

   b. Residential - minimum 1 stall per unit (1 or 2 bedroom); another .5 space for each additional bedroom above 2 bedrooms for multifamily projects; or an additional space for 3 bedrooms for any single units.

2. Location of surface lots - will be to the side or rear of buildings, not in front. Broad expanses of parking are not consistent with the character desired for Main Street, and width of parking areas/distance between frontage buildings shall not exceed 180 feet.

3. Parking lot frontages - shall be screened with an attractive low fence or wall that relates to the materials of the principal building; walls or fences should be a minimum of 32 inches and a maximum of 42 inches in height.

4. Parking areas should be planted - with shade trees at a minimum ratio of 1 tree for every 4 parking stalls. Trees should be evenly distributed in an “orchard” or other planting arrangement to provide even shade throughout the area.

J. LANDSCAPING AND SCREENING

1. Main Street - north side sidewalk/street trees - A front sidewalk/setback a minimum 12 feet wide should be provided. A curbside planting strip a minimum of 4 feet wide shall be established, with shade trees.



Building entrances shall be located on the front building façade or a fronting building corner.



Street trees shall be included along all street frontages.

2. Acme, Ruby, and other streets - Shade trees shall be installed curbside at approximately 30 feet on center. Street lights should be installed at approximately 120 feet on center. Parking pockets, with curbside tree planters located between parking stalls, are recommended for larger scale projects.
3. Trash and service equipment - Including satellite receiving dishes shall be located away from street(s) and enclosed or screened by landscaping, fencing or other architectural means.

Residential/Commercial Conversion Opportunity Area

A. **LAND USE** - Commercial uses occupy buildings according to the objectives of the R/CCO designation, subject to case-by-case City review. Ideally, the R/CCO subarea would remain primarily residential, with a mix of some offices and commercial businesses in renovated residential buildings. The underlying architectural character of the area should be conserved; i.e., existing buildings should be renovated, not demolished; mature trees should be preserved, and; commercial activities should not create parking demand that impact adjacent residents. Current height limits and other related development regulations shall apply. Possible businesses may include:

1. Small scale retail - gifts, crafts, and other materials consistent with RCCO objectives
2. Eating and drinking establishments
3. Offices - administrative, business, medical and professional
4. Residential - Single family and Multi-unit lots - a maximum density of 16.7 units/acre.
5. Studios: photographers and artists
6. Bed & Breakfast facilities

B. **BUILDING ADDITIONS** - Building additions and/or other renovations are anticipated in order to accommodate new commercial uses. The forms and materials e.g., siding, windows, roofs should match or complement those of the existing building. Existing buildings should upgrade with fresh paint and material refurbishment as appropriate. Floors may need to be upgraded structurally to accommodate commercial equipment, and applicants should address this issue as part of the City review process.

C. **SETBACKS**

1. Front Setback shall be 15 feet minimum
2. Side Setback shall be 5 feet minimum
3. Corner Side Setback shall be 10 feet minimum
4. Rear Setback shall be 10 feet minimum

D. **SITE ACCESS**

1. Pedestrian access - Every building and tenant space should retain a main entrance directly to the adjacent frontage sidewalk. If access ramps are required they must meet ADA standards and should be located at side entrances to existing buildings so that existing front porches may be retained.
2. Driveways/curb cuts - should be minimized. Shared parking areas and driveways are encouraged to reduce the need for curb cuts along street frontages.
   a. Maximum number - shall be 1 curb cut per building.
   b. Maximum width - shall be 12 feet.
   c. Driveway and parking area setbacks - Widened and/or new driveways shall be a minimum of 5 feet from adjacent properties. Rear or sideyard parking areas shall be a minimum of 8 feet from adjacent properties. No parking areas other than existing driveways shall be located closer to frontage streets than the existing building; i.e., front yards shall not be converted to parking areas.
3. Service areas - shall be accessed from existing driveways only. Service areas, including dumpsters and similar facilities, shall be screened by attractive architectural fencing, and/or planting as appropriate.

E. **PARKING**



Trash enclosures should reflect the materials of the principal building.

1. All commercial uses - minimum 3 stalls per 1,000 square feet. Curbside on-street parking should be counted toward parking requirements.
2. Location of surface parking areas - shall be to the side or rear of buildings, space permitting, not in front.

F. **LANDSCAPING AND SCREENING**

1. Sidewalks and street trees - A sidewalk with a minimum width of 8 feet shall be provided along all street frontages. Shade trees shall be planted at curbside approximately 30 feet on center; a minimum of 2 street trees shall be provided and/or retained per property.
2. Trash and service equipment - including satellite receiving dishes shall be located away from street(s) and adjacent properties, and enclosed or screened by landscaping, fencing or other architectural means.
3. Parking areas shall be planted - with shade trees at a minimum ratio of 1 tree for every 3 parking stalls. Trees should be evenly distributed in an “orchard” or other planting arrangement to provide even shade through out the area and to screen parking areas from adjacent properties.

Design Guidelines

Commercial Development

Description - Commercial buildings should abut street frontages. Building entrances shall be located on the front building façade or a fronting building corner. Buildings should incorporate breaks in building mass that reflect the parcel sizes typical of Downtown Oakley. Entrance drives and main building entrances should be highlighted by taller architectural forms that accommodate building-mounted signs. Windows should be located in recessed openings and/or window groupings or bays.

A. **BUILDING MASSING** - The basic form of a building is created by its three-dimensional characteristics, or massing. Different combinations of building mass should be used to compose building form. For example, masses may be singular -- such as a tall or projecting mass in the center of a building to mark a main entrance -- or varied to reflect the forms of adjacent development. Attention to massing is particularly important for freestanding buildings anticipated in the Downtown Support Area; this is less important in the Downtown Core, where a consistent “streetwall” of buildings is desired.

To promote a traditional scale of building, building mass and/or façade composition should vary in modules of 50 feet or less for smaller-scale buildings, and 100 feet or less for larger-scale buildings (e.g., offices, big box retail). This module may be created in a number of ways: changes in roof line and window groupings, projecting or recessing wall surfaces, and/or the placement of piers and columns.

1. Ground-level façade - Façade building bays and/or storefronts should be approximately 25 feet in width. Buildings with a longer frontage should have a vertical architectural feature - column, pier, etc. - approximately every 25 to 30 feet to reflect the structural bay spacing. The smallest feasible spacing of doors, windows, piers, and other features is recommended.






Door and window openings should be aligned and composed vertically. In general, first floor windows should be larger than upper floor windows.

2. Special architectural features - such as gables, turrets, towers, and loggias should be used to accent buildings at major street corners, at the terminus of a street corridor, lane, or pedestrian way, at driveway entrances, and/or at other highly-visible building locations.

B. **FAÇADE COMPOSITION** - Every building should have a defined base, a clear pattern of openings and surface features, a recognizable entry, and an interesting roofline.

1. Building base - This may be as simple as a small projection of the wall surface and/or a different material or color, such as a tile panel for a storefront building. It may be created by a heavier or thicker design treatment of the entire ground floor for a building of two or more floors, or by a setback of the upper floors.
2. Pattern of windows, doors, and surface features - Windows, doors, wall panels, pilasters, building bays, and storefronts should be based on a module derived from the building's structural bay spacing. Features based on this module should be carried across windowless walls to relieve blank, uninteresting surfaces.

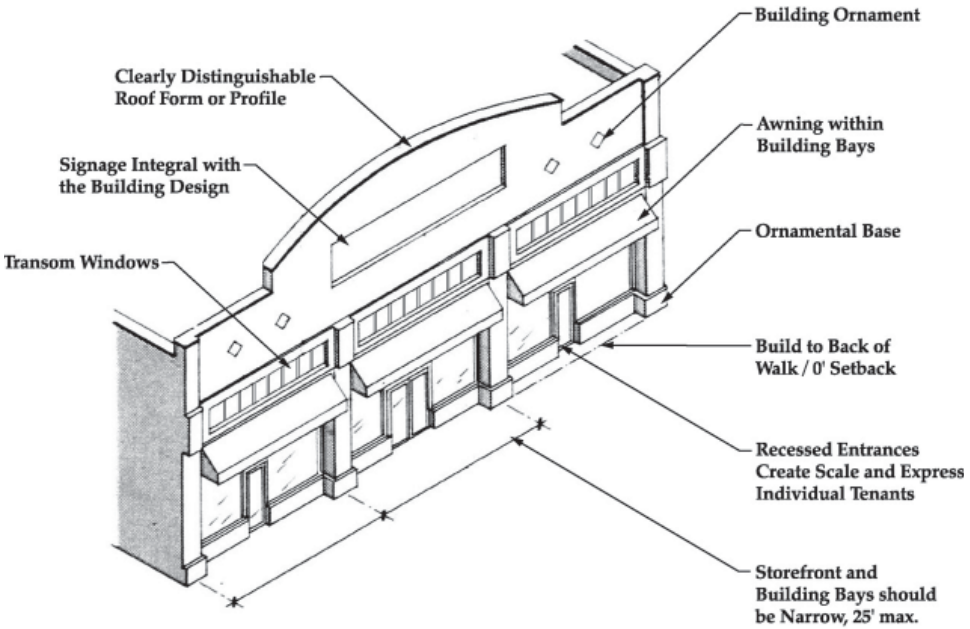
   Door and window openings should be aligned and composed vertically to create an interesting and attractive façade. In general, first-floor window openings should be larger, with upper-floor window openings smaller and somewhat different, yet complementary, in form.
3. Side and rear building façades - should have a level of trim and finish compatible with the front façade, particularly if they are visible from streets, adjacent parking areas, or residential buildings.
4. Blank wall areas - Surface relief should be provided consistent with the ground-level façade, building massing, and façade composition guidelines. Decorative vines, trellises, architectural murals, and/or other surface enhancements should also be considered.
5. Building entrances - should be prominent and easy to identify:
   a. Main building entrances - should be easily identifiable. At least one of the following treatments is recommended:
      i. The entrance is marked by a taller mass above, such as a tower, and/or within a volume that protrudes or is recessed from the rest of the building surface;
      ii. The entrance is located in the center of the façade, as part of a symmetrical overall composition;
      iii. The entrance is accented by architectural elements, such as columns, overhanging roofs, awnings, and ornamental light fixtures;

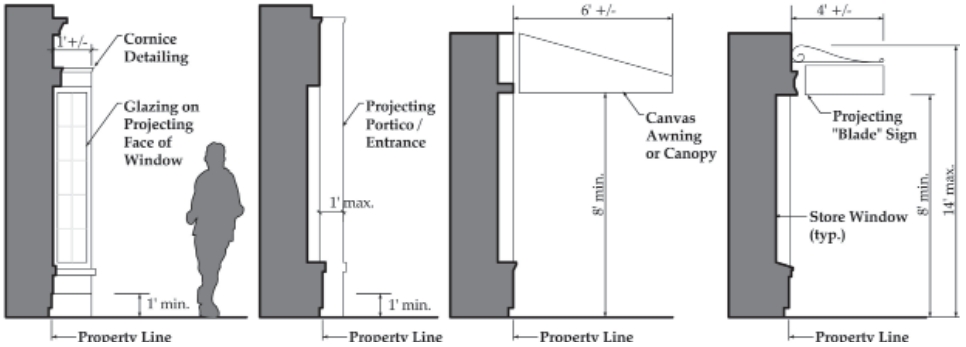
iv. The entrance is marked or accented by a change in the roofline or change in the roof type.

b. Corner buildings - should provide prominent corner entrances for shops or lobbies and other activity-generating uses; this includes building corners adjacent to parking lot entrance drives.

C. **STOREFRONTS** - should be like small buildings with their own base, roofline, and pattern of window and door openings.

1. Base - a panel of tile or other special material is recommended below display windows. Materials other than wood recommended for walls in Section D, below, are generally suitable. Base materials should be the same or “heavier”materials visually than walls above. Ceramic tile is recommended as a storefront base. Dark tile with light stucco is an effective combination. Different colors and sizes of tile may be used for decorative effect.
2. Display windows - Large pane windows encompassing a minimum of 66% of the storefront surface area are required. Where privacy is desired for restaurants, professional services, etc., windows should be divided into smaller panes.
3. Transom windows - are horizontal panels of glass above the storefront and/or between the first and second floors. They are a common element of traditional “main street” buildings, and are recommended for all new and renovated storefronts. Transom windows can be good locations for neon, painted-window, and other relatively non-obtrusive types of signs.
4. Recessed entries - are recommended as another traditional element of the storefront. Recommended treatments include:
   a. Special paving materials - such as ceramic tile;
   b. Ornamental ceilings - such as coffering; and,
   c. Decorative light fixtures.
5. Doors - are the part of a storefront that patrons invariably touch and feel. They should be attractive and match the materials, design and character of display window framing. “Narrow line” aluminum frame doors are not allowed.
6. Ornamental/architectural lighting - is recommended for all storefronts.





Storefront Design Elements

Figure 6.2

D. **WALL SURFACE MATERIALS** - The palette of wall materials should be kept to a minimum, preferably a maximum of two materials (e.g., stucco and tile, brick and concrete). Using similar materials as attractive adjacent or nearby buildings helps strengthen district character. If the building mass and pattern of windows and doors is complex, simple wall surfaces are preferable (e.g., stucco); if the building volume and the pattern of wall openings are simple, additional wall texture and articulation should be employed (e.g., bricks or blocks, rusticated stucco, ornamental relief).

Pilasters, columns, and cornices should be used to add visual interest and pedestrian scale. Consistent with the traditional storefront environment desired for downtown Oakley, modernist glass and steel buildings are not recommended. However, such buildings and materials may be considered if they adhere to other guidelines as appropriate.

1. Wood shingles, clapboard, and batten board - All wood wall and trim surfaces should be painted. Natural and/or stained wood surfaces are appropriate for less developed, more rural areas, not Downtown.
2. Stucco - both stucco and/or painted stucco may be used in order to reduce maintenance; elastomeric type coatings should be used for painted surfaces. Stucco surfaces should be smooth to prevent the collection of dirt and surface pollutants, and the deterioration of painted surfaces.
3. Precast concrete - Options in form work, pigments, and aggregates should be explored to create rich surfaces. Ceramic tile, stone and other accent materials are recommended for decorative effect.
4. Ceramic tile -may be used as an accent material.
5. Note on parapet and cornice cap flashings: Sheet metal parapet cap flashings shall be painted to match wall or trim color. Select minimum gauge of 26 to avoid “oil canning” distortion in the metal.
6. Not appropriate:
   a. Plywood siding - e.g., T-150



Highlighting building bays with pilasters adds interest to a simple building form.



Built-up cornices, sills, and other ornamental features should be used to add pedestrian scale and interest to simple wall surfaces.

b. Concrete block - unless used for side or rear elevations not visible from adjacent streets or buildings. In such instances, decorative split-face block should be used.

E. **WINDOWS** - are an important element of building composition and an indicator of building quality.

1. Window-to-wall proportion - In general, upper stories should have a window-to-wall area proportion (typically 30 - 50%) that is smaller than that of ground-floor spaces and/or store-fronts.
2. Window openings - should generally be vertical (i.e., higher than wide) in orientation, or square; if square, window panes should be square or vertical in shape. Strongly horizontal rib-bon" or "wraparound" office windows are not consistent with the character desired for Downtown Oakley.
3. Window inset - Glass should be inset a minimum of 2 inches from the exterior wall or window frame surface to add relief to the wall surface; this is especially important for stucco buildings.
4. Shaped frames and sills - should be used to enhance open-ings and add additional relief. They should be proportional to the glass area framed; e.g., a larger window should have thicker framing members.
5. Mullions and muntins - are recommended to create subdi-vided window openings and multi-pane windows. "Snap-in" grilles or muntins shall not be used. Multi-pane windows are especially recommended for highly visible locations such as the main building entrance, first floor windows, and project-ing building masses.
6. Glazing - Clear glazing is strongly recommended. Reflective glazing shall not be used. If tinted glazing is used, the tint should be kept as light as possible; green, grey, and blue are recommended.
7. Replacement/renovation - Wood windows shall be replaced with wood windows of the same operating type (e.g., double-hung, casement, etc.; vinyl-covered wood windows are available for lower maintenance). If aluminum replacement windows or doors are used, they should be:



Non-traditional building forms can be appropriate if guidelines are followed.



Corner buildings should provide prominent corner entrances.

a. Same operating type and orientation - as the original windows (e.g., do not replace a double hung window with a horizontal sliding window).

b. Factory painted - or fluorocoated to match the original; color anodized is also acceptable.

c. Similar in size - and thickness to the original frame and mullions.

F. **ROOF DESIGN** - Roofs should match the principal building in terms of style, detailing and materials. They should contribute expressive and interesting forms that add to the overall character of the Downtown and are attractive when viewed from surrounding areas. Gable, hip, or other multi-slope roofs are generally recommended for freestanding buildings in the Support Commercial Subarea. Parapet roofs are generally recommended for contiguous storefront buildings in the Downtown Core. Combinations of slope and parapet roofs may also be appropriate. Experimental, severe, and/or other non-traditional rooflines generally should not be used.



Recessed entries are recommended for storefront commercial buildings.



This storefront entrance is highlighted by a canopy, transom windows, and recessed doorway.

1. Roofs and rooflines - should provide visual interest and should complement the overall façade composition. Peaked, gable-end roofs are generally recommended. However, flat roofs are acceptable, if a strong, attractively detailed cornice and/or parapet wall is provided.
    a. Parapet walls - are recommended for the Downtown Core; they should have a distinct shape or profile, e.g., a peak, arc, or raised center.
    b. “Commercial mansards” - i.e., wraparound roofing panels that do not enclose a habitable floor, should not be used.
    c. Accent elements - such as cut-out openings, grilles and latticework, reliefs, or ornamental medallions are recommended.
    d. Mechanical equipment - on rooftops shall be screened, preferably behind a section of pitched or parapet roof. Latticework, louvered panels, and other architectural treatments that are compatible with the building’s architecture may also be appropriate. Elevator cores visible on the building exterior should not appear added on and should be incorporated into the architectural composition of the façade.
2. Roof slopes - shall be between 30° and 60°.
3. Roofs coverage - roofs should extend across a minimum of 75% of office and residential building frontages to ensure the roof contributes significantly to the character of the building.
4. Roof ridges - should be aligned to be parallel and/or perpendicular to the street frontage.
5. Roof eaves and overhangs - are recommended for buildings in the Support Commercial Area. Overhangs should be a minimum of 2 feet, with additional articulation in the form of support struts, gutter fascia, and/or exposed beams/rafter ends.
6. Minimum depth - of sloped roofs should be 30 feet for two-slope roof segments, and 15 feet for one-slope false/screen roofs.
7. Fascia panels - should be substantial in dimension and generally proportional to roof size.
8. Materials:
    a. Metal seam roofing - should be anodized, fluorocoated or painted. Copper and lead roofs should be natural or oxidized.
    b. Clay, ceramic or concrete tile - is recommended for decorative roof shapes, such as parapets, domes, and turrets.
    c. Tar and gravel, composition, or elastomeric roofs - should be screened by parapets or false-front sections of sloping roofs.
    d. Asphalt or wood shingles - are recommended only for residential buildings. However, some small-scale retail or office buildings may have a residential appearance, and in such cases asphalt or wood shingles may be appropriate.

G. PORCHES, BALCONIES, LOGGIAS, AWNINGS, TRELLISES, CANOPIES, AND ACCESSORIES

1. Open porches and balconies - encourage outdoor activity and are recommended for residential development as well as offices and hotels. Porches and balconies should have attractively-designed bulkhead walls or balustrade/picket railings.
2. Loggias - Large and/or shared balcony areas should be designed as loggia/arcades, with attractive columns and other framing members.
3. Awnings - are recommended for retail buildings to protect pedestrians from summer heat and winter rain. Awnings located above display windows and below transom windows and/or building sign panel or parapet cornice. They should be a colorful fabric mounted over a metal structural frame that is attractive in design. Backlit awnings that function primarily as signs should not be used. Attractively-designed metal awnings are recommended as well.
4. Trellises and canopies - Materials, colors, and form should be derived from the building architecture. Canopies should provide brackets, structural struts, and/or other forms of detailing to reflect individual storefronts and/or building bays.
5. Height and projection - Balconies, trellises, canopies and awnings should be a minimum of 8 feet above the sidewalk,






Custom awnings, canopies, hanging flower baskets and other accessories add pedestrian scale and visual interest

and project no more than 7 feet out from the building wall. A minimum of 3 feet clearance should be maintained between awning/canopies and the curbline.

6. Location - of trellises, canopies and awnings should be above retail display windows and below the storefront cornice, sign panel, and transom window. Multiple awnings provide more visual interest than long continuous awnings, and individual awnings are recommended for each storefront or building bay. Awnings should not obscure piers, pilasters, transom windows or other notable architectural façade elements.
7. Accessories - Ornamental brackets and poles add visual interest. Hanging flower or plant baskets suspended from ornamental brackets of metal or wood are recommended for storefronts.

H. **COLOR** - There are no specific color requirements except that color should be appropriate for a particular building style. Color for trim, awnings, and other accessories should accent and contrast wall color; for example, neutral or light wall colors combined with darker, saturated hues for awnings and trim.

1. Bright colors - should be used sparingly and shall not be used as a building's main color. Typical applications are fabric awnings, banners, window frames, or special architectural details. A restrained use of bright colors allows display windows and merchandise to catch the eye and stand out in the visual field.
2. Related secondary color(s) - can be used to give additional emphasis to architectural features such as building bases, columns, cornices, capitals, and trim bands.
3. Earth tones - should generally not be used alone; e.g. tan or brown wall surfaces combined with tan or brown trim. In general, earth tone wall colors should be combined with white or color trim.

Multi-Unit Residential

A. **GENERAL BUILDING DESIGN** - In general, multi-unit buildings should express the individual units within them. Architectural features such as peaked roofs, built-in decks, and porches and stoops are strongly encouraged to enhance residential character. Buildings should be compatible in form with single-family houses, yet have a high-quality, urban residential character. Building materials and design should be long-lasting in order to support a downtown environment that holds its value over time.

1. Architectural features - that add human scale, such as porches, balconies, trellises and bay windows, are recommended. Features that relieve flatness of façades, such as recessed windows with authentic muntins, architecture al trim with substantial depth and detail, window boxes, dormers, entry porches, etc., are recommended.

2. Façade module - Building façades should be designed to express each vertical module of units. Long façades should be divided into shorter segments a maximum of 50 feet in width. In projects with frontages of over 100 feet, modules should be defined by features such as a deep notch between the modules; variation of architectural elements (e.g., window color, roof shape, window shape, stoop detail, railing type); and/or the color of individual modules.

B. **BUILDING ENTRANCES**

1. Stoops and/or open porches - should be provided at regular intervals. The stoops should be wide enough for people to sit on and to make entries inviting. Open porches should have attractive bulkheads or balustrade railings and a roof that complements the pitch and materials of the main roof.
2. Stairs - should be boxed and framed by attractive stepped bulkhead walls or balustrade railings. Bullnose treads are recommended. Open or "floating" exterior stairs should not be used.
3. Ornamental lighting - of porches and walks to highlight entrances and add security is encouraged.
4. Freestanding landscape elements - such as trellises, arbors, spaces and/or accent the entry sequence are encouraged.

C. **COMMON OPEN SPACE** - Recreation areas should contain both landscape/garden areas and hardscape areas that encourage social interaction.

D. **BUILDING MATERIALS** - Building materials shall be high-quality, long-lasting, and durable. Examples include stucco or clapboard for siding; tile or asphalt shingles for roofs.

E. **WINDOWS** - are an important element of façade composition and an indicator of overall building quality.

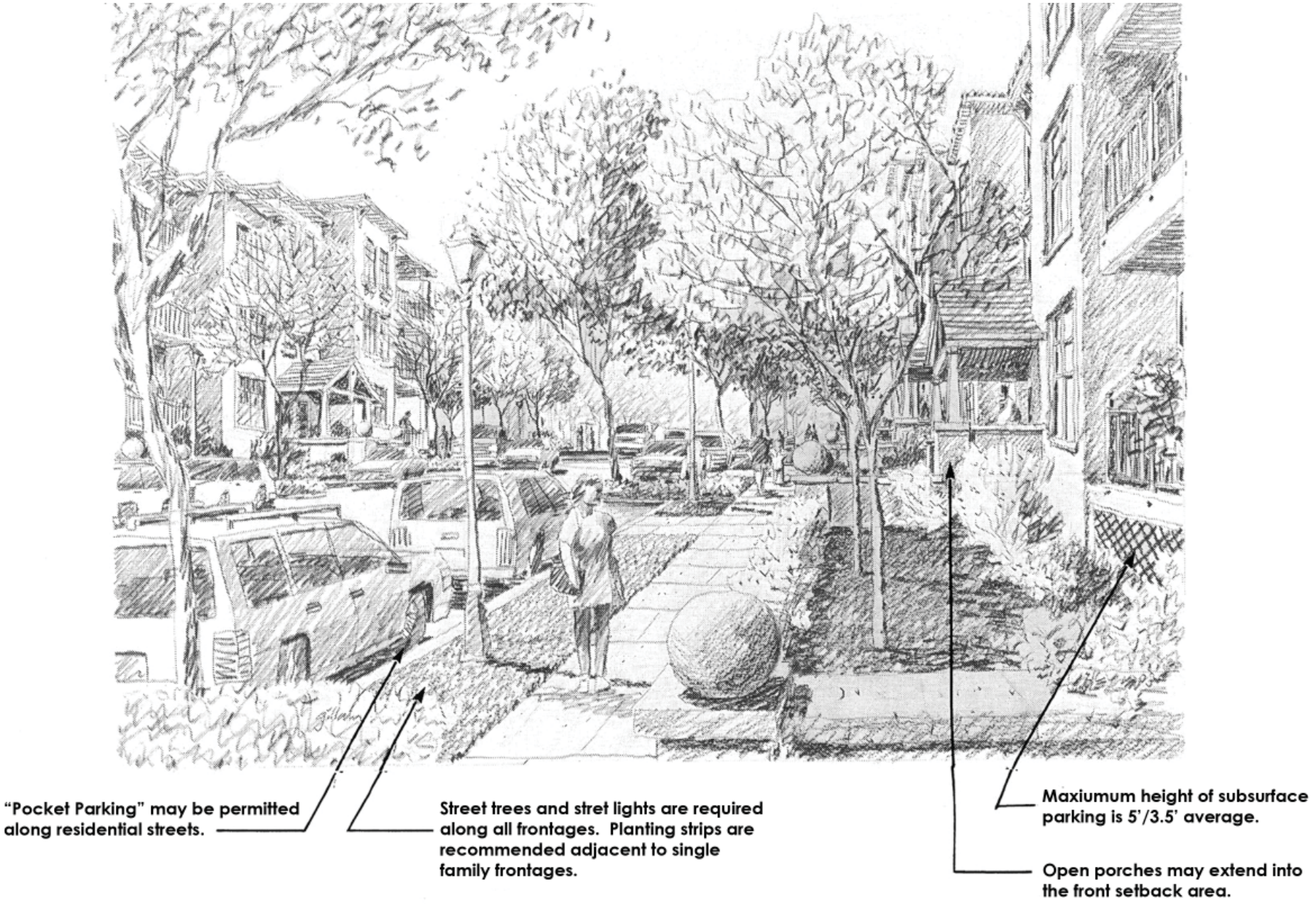
1. Composition - All windows within a building, large or small, should be related in operating type, proportions, or trim. Unifying architectural elements should be used, such as common sill or header lines.
2. Framing and window inset - Built-up sills and trim should be used to frame openings. Glass should be inset a minimum of



Multi-unit residential buildings should be designed to express individual units within them.



Architectural features that add human scale and provide usable outdoor space, such as balconies, loggias, and trellises, are recommended.



Infill residential should be compatible in form with single family homes, yet create an urban residential environment.

3" from the exterior wall and/or frame surface to add relief to the wall surface; this is especially important for stucco buildings.

3. Special windows - such as bays or dormers should be used to add interest and a domestic character to the façade.

F. **OUTBUILDINGS**

1. General - Outbuildings should have architectural features -surface materials, trim, fenestration, roof materials, and color- derived from the main building.
2. Freestanding garages - should be unobtrusive, preferably located at the rear of properties to minimize visual impact.
   a. Single-car garage doors - are strongly recommended, with windows, surface panels, and other forms of architectural detailing to reduce their impact and scale.
   b. A maximum of five garage doors - may be lined up consecutively; a space of 5 feet should be provided between each garage or group of doors.

Parking

A. **LOCATION** - The visual impact of parking areas and the space allotted to them should be minimized throughout the Downtown Specific Plan area.

1. Commercial and other non-residential development - Parking areas shall be located to the rear or side of commercial buildings, not between buildings and the street frontage. Subsurface/below grade parking is strongly recommended where feasible.
2. Multi-unit residential development - Subsurface/below grade parking is strongly recommended for all residential development in the Downtown Specific Plan area.

B. **LANDSCAPING IN SURFACE PARKING LOTS** - should utilize a significant amount of site area and should be designed as an integral feature of the overall site development plan.



Non-typical planting approaches, such as the arbor shown above, should be used to landscape parking lots, especially where space for landscaping is scarce.



This combination of brick piers and open fencing complements the principal building and screens the adjacent parking lot.

1. Parking areas shall be planted - with shade trees at a minimum ratio of 1 tree for every 4 parking stalls; higher ratios of trees to parking stalls are desirable.
2. "Orchard" tree arrangement - In general, shade trees should be distributed evenly throughout parking lots to provide shade, enhance visual appearance, particularly as seen from adjacent streets, and screen views from nearby buildings. An "orchard" arrangement–i.e., regularly spaced grid–of trees is encouraged. Trees planted toward the rear of parking stalls create a grid rather than rows. This arrangement provides more even distribution of vegetation and shade throughout the parking area.
3. Other non-typical planting approaches - could utilize trellises, columns, walls, and/or arbors with vines, hedgerows, wind rows, or other elements that reduce the scale and visual impact of parking areas. These elements should be consistent in design and materials with principal building(s) and other site features, and complementary with parking area lighting.
4. The perimeter of parking areas – adjacent to streets and sidewalks shall be screened with an attractive low wall, fence, or line of piers a minimum of 32 inches and a maximum of 48 inches in height. (See "Site Improvements and Landscaping" for design of walls and fences.)
5. Along the BNSF railroad - "Wind row" plantings of poplars or other dense columnar trees are recommended along parking lots and rear property lines to define the Downtown area visually and screen the railroad.
6. Trash and service equipment – shall be located behind buildings and enclosed or screened by landscaping, fencing or other architectural means.

Site Improvements and Landscaping

A. **PAVING MATERIALS** - recommended for pedestrian surfaces are listed following; all paving materials must meet ADA and State of California Title 24 requirements. In general, a maximum of two materials should be combined in a single application:

1. Stone - such as slate or granite.
2. Brick pavers.
3. Concrete unit pavers.
4. Poured-in-place concrete - with any of the following treatments: integral pigment color; special aggregate; special scoring pattern; ornamental insets, such as tile; pattern stamped. Concrete walks should be tinted to reduce glare.

B. **WALLS, FENCES, AND PIERS** - should be used to define public and private boundaries and/or spaces and to screen parking areas.

1. Design - Walls, fences, and piers should be designed to reflect the architectural style and materials of the principal building(s).
   a. Along commercial frontages - Where fences are used, fences should be low and/or open to maintain an open character and retain visibility. Fences should have rails or pickets to enhance visibility of commercial frontages and character desired for the Downtown Core area. Maximum height for wall and fence panels shall be 42 inches. Minimum height shall be 32 inches.
   b. A combination of thick and thin structural elements - should be used, with thicker elements for supports and/or panel divisions. Fence posts and/or support columns may be built up with additional trim, cornices, and/or moldings for this purpose.
   c. Walls and piers - should have a base and coping.
   d. Piers - A row of freestanding piers can be effective as an open screen between parking areas and streets or walks. A continuous chain or open metal fence between piers can be an attractive device for creating a stronger separation.
2. Materials - should be the same as or compatible with those of the principal building(s). Support post or pier materials may differ from fence materials; e.g., metal fence panels combined with masonry piers.
   a. Fences - Recommended materials are wrought iron, cast iron, and welded steel for commercial applications. Metal fences may be mounted on a low masonry wall, and/or span between masonry piers. Wood fences should be

substantial in design and painted, preferably a light color, to reflect the high level of visibility and finish appropriate for Downtown.

b. Walls and piers - Recommended materials are stone, precast concrete, stucco-faced concrete or brick. Stone and masonry materials should be designed to have a structural appearance.

c. Rustic wood fences - are recommended only along residential or designated residential property lines.

d. Not recommended - Chain link fences and unfinished or unsurfaced concrete block walls. Block walls should be coated with cement stucco or similar surface. Split-face block walls may be appropriate along side or rear property.

3. Service areas and access drives - should be centralized and screened wherever possible. Service area facilities, including dumpsters and other refuse enclosures, should be screened by attractive architectural walls, fences, and/or planting as appropriate. Walls are recommended for areas in proximity to pedestrian activity.

C. **FOUNTAINS** - ornamental pools and other water features are recommended in hardscape open spaces to provide cooling in hot weather. The design and materials should be related to the principal building(s) and/or palette of on-site furnishings.

D. **PLANT MATERIALS**

1. Along Main Street - Deciduous shade trees should be the predominant large plant material used. They should be used as street trees and located adjacent to buildings and within parking areas to provide shade in summer and allow sun in winter. Species should be selected that have an open branching habit and minimal litter and/or other maintenance issues.
2. Parking lots - In addition to shade trees, parking lots should have a simple palette of plant species.
3. Flowering/seasonal color plants - are recommended to highlight special locations, such as main building entrances and entrance walks.



Fountains are recommended for hardscape open space areas.



Street trees may be installed between parking stalls if subsurface utility conditions permit. Above, University Avenue in Palo Alto

a. Flowering shrubs and trees - should be used where they can be most appreciated, adjacent to walks and open space areas, or as a frame for building entrances, stairs, and walks.

b. Flowers with annual or seasonal color - are recommended to highlight special locations, such as courtyards, building entrances, or access drives.

4. Evergreen shrubs and trees - should be used as a screening device along rear property lines (not directly adjacent to residences), around mechanical appurtenances, and to obscure grillwork and fencing associated with subsurface parking garages.

E. **SURFACE GRADING** - should be minimized to maintain a traditional character of development throughout Downtown. The following guidelines are strongly recommended:

1. Sheet drainage - is recommended from buildings to parking areas and perimeter roadways.
2. Cross slopes should not exceed 2% - for walk areas. Slopes for paved areas should be minimized.
3. Mounding earth - or "berming" is not recommended. Terracing should be used as an alternative to or in combination with sloped earth areas.
4. Accessibility standards - New development should comply with rules and regulations associated with the federal ADA, and with the California State Accessibility Standards (Title 24).

Signs

A. **DESIGN OBJECTIVES** - Signs should be more than a way to relay information. They should enhance and project the character of the Downtown Oakley's buildings and businesses.

1. Building mounted signs - are strongly encouraged. Signs should be mounted on functional aspects of the building; e.g., a tower may be provided primarily for the purpose of raising signage for visibility, but it should enclose a useable volume, like an atrium. Lower-level signs should be provided for pedestrians.
2. Proportional to building size - Signs should be clear and easy to read but visually subordinate to buildings. While Oakley's sign ordinance standards may permit larger wall signs, it is recommended that the sum total of building mounted signs used to identify an individual use not exceed one square foot for each linear foot of business frontage.
3. Framed by architectural features - Windows are often good for small neon signs, but larger signs should be mounted on recessed wall areas and other architectural features. Wall-mounted signs should not crowd surrounding architectural details, such as windows, pilasters, or trim.
4. Illuminated signs - Internally-illuminated "can" signs look and often are mass-produced, creating a generic appearance; they are not allowed. By contrast, neon signs are usually custom made to suit an individual business land lend a sense of character and energy to a retail environment. Non-neon custom-lit signs are also recommended. Neon and other illuminated signs should be subject to additional design review.
5. Pole-mounted signs - should be removed and replaced by architectural signs. Pole-mounted signs typically include canned signs, often with designs based on a national marketing image. As described under B.4, below, these signs should be replaced by monument/architectural signs that reflect the form and materials of the principal building. This will help signs to communicate the City's design goals and the character of local businesses. Architectural lighting should be provided at the base of signs as appropriate.

B. **RECOMMENDED SIGN TYPES**

1. Flush-mounted or painted wall signs.
2. Projecting signs - provided signs are no less than 8 feet above a pedestrian right of way.
3. Awning and canopy signs - Letters and graphics are limited to front-facing surfaces.
4. Free-standing signs - New pole-mounted signs, canned signs and/or other forms of freestanding signs except for

monument or architectural signs should not be permitted. Existing pole signs should be removed and replaced by architectural signs.

a. Monument signs - are defined as having a structural base and cap which appears to be as much an architectural feature as a sign. Monument signs should have the same and/or complementary materials and details as the principal building.

b. Architectural/landmark monument signs - may be considered for large, multiple tenant buildings or complexes, provided the sign contains identification for tenants and no additional freestanding signs are located along frontages.

5. Window signs - to a maximum of 20% of each window area, provided the signs convey only the business name or logo, are understated and attractive in terms of graphic design and materials (e.g., gilded letters). Bold designs oriented to autos and bright, "day-glow" colors should not be used.

6. Other Sign Types

a. Directory signs or kiosks - are recommended for private arcades or buildings and should be located in publicly accessible courts, access ways, or passages.

b. Portable signs - such as menu boards for restaurants, are subject to City review for design and placement. Maximum one per business.

C. **ARCHITECTURAL COMPATIBILITY** - A building's architectural style and proportions should guide the design of signs. Building mounted signs should be located on wall areas or architectural features specifically designed for them; these may include recessed wall areas, towers, turrets, or parapets. Free-standing signs should be designed as architectural landmarks that express the design qualities of the building(s) they represent.

D. **DESIGN RECOMMENDATIONS:**

1. Flush-mounted and painted wall signs should align with major architectural elements, such as doors and windows. Ornamental elements, such as moldings, pilasters, arches, transom windows, roof eaves, and/or cornice lines should be used as a frame.



Signs should be located on prominent building forms. Pole-mounted signs are discouraged.



Sign panels should align with architectural features such as building entrances, pilasters, etc.



A variety of sign types are appropriate, including projecting "blade" signs (left), wall-mounted signs (center), and canopy-mounted signs (right).

2. Projecting signs
   a. Proportion - Projecting signs with vertically-oriented messages should be slender in appearance, with a proportion of at least 3:1, height to width. Projecting signs with horizontally-oriented messages may be rectangular or square in proportion. Signs located below an awning or canopy as a hanging "blade" sign should also be slender, proportioned roughly 3:1 width to height.
   b. Structural support - should be an attractive complement to the overall design of the sign and/or building. Ornamental metal is recommended. Wooden supports are appropriate if designed to complement the sign; undetailed, standard-size lumber should not be used.
3. Awning and canopy signs:
   a. Length - Awnings should reflect building bays/storefronts and should not extend more than 50 linear feet without a break.
   b. Color - combinations for awning or canopy signs should contrast for legibility. Bands of color are appropriate for awnings; more complex patterns or textures should generally not be used.
   c. Location of messages on awnings - Awnings are primarily for shade and secondarily a location for information. Lettering may appear on the sloped or curved portion, but should not dominate; ancillary information may be located on the valance (front vertical portion).
   d. Location of message on canopies - Signs on canopies should be in the form of letters or signboards integrated with the canopy fascia.
4. Figurative signs - shaped to reflect a particular object (e.g., a key, a coffee cup) are encouraged. These may be wall-mounted or projecting, but should reflect guidelines for the specific type of sign as listed above.
5. Architectural signs - should generally reflect the form and materials of the principal building(s). However, unique sculptural signs may be considered provided they reflect the materials and/or architectural forms of Downtown.
6. Banner signs - Banner signs should be located above the ground floor, project a maximum of 4 feet, and be a minimum of 6 feet in length to appear as and/or be an extension of building pilasters. Ornamental mounting brackets should be provided at the top and bottom of banners; i.e., banners should not swing freely in the wind. Banner signs should have a high level of graphic design and be made of sturdy fabric (e.g., woven canvas or nylon) or metal. Plastic banners should not be used.
7. Not appropriate:
   a. "Canned" signs - are internally illuminated plastic panels in a sheet metal box enclosure. Canned signs use a

limited range of colors and lettering types, and tend to have no relationship to the architectural character of the building.

b. Illuminated “balloon” awning signs - are typical for commercial strip development and should not be used.

E. **SIGN MATERIALS** - Recommendations are:

1. Signboards - of wood or metal, with painted or engraved letters, or mounted letters of wood or metal.
2. Silhouette or figurative signs - three-dimensional letters, symbols, and/or ornamental figures made of wood or metal.
3. Custom neon - exterior-mounted on a sign panel or metal support frame, enclosure, or parapet, or interior-mounted behind transom or display windows.
4. Fabric awnings - such as canvas or nylon, with painted or applied lettering; plastic or metal awnings should not be used.
5. Not appropriate - highly-reflective materials or foils.

F. **SIGN LIGHTING** - Recommendations are:

1. Backlit - with lighting inside and behind freestanding lettering and/or figurative elements; this does not accommodate illuminated awning signs.
2. Top or bottom lit - with single or multiple spotlights.
3. See lighting guidelines - for recommendations on lamp color.

G. **SIGN MAINTENANCE** - Because signs are meant to be seen, maintenance is especially important.

1. Paint - Signs should be retained in good condition, with touch-up or repainting as needed. Peeling paint should be replaced promptly.
2. Repair - Damaged signs and poles should be repaired promptly.
3. Illumination - Bulbs and fixtures should be replaced promptly if they burn out or are broken.
4. Awnings - Awnings that are dirty, damaged, and/or faded should be repaired or replaced promptly.
5. Temporary signs - Temporary signs should be limited to painted-window signs or building-mounted banner signs, and should not be displayed for more than 30 days. Temporary signs should be attractive in appearance - e.g., should not employ “day-glow” colors or other visually aggressive materials or images - and should be limited to on-half the sign area permitted for permanent signs.

APPENDIX

A

Land Use Definitions

Assembly use – shall mean a land use that includes regular gatherings where fifty or more persons assemble as a group to participate in, listen to or view an event, such as a class, meeting, theatre performance or other cultural event, art activity, or worship service. An assembly use does not include a use where persons commonly arrive and leave at varying times, such as when shopping or dining.

Bed and Breakfast facilities – a bed and breakfast inn must meet the following criteria:

1. The building or structure is designed for residential occupancy.
2. No separate cooking facilities for guests are provided.
3. No more than one daily meal, breakfast, is served to guests.
4. No more than one (1) guest room has an external entryway.
5. No guest may occupy accommodations in the inn for more than fourteen (14) days in any three (3) month period.

Child care facility – shall mean any child care facility, including a preschool, other than a family day care home, which provides non-medical care to children under eighteen (18) years of age in need of personal services, supervision, or assistance essential for sustaining the activities of daily living or for the protection of the individual on less than a 24-hour basis.

Downtown Specific Plan – Downtown Core Area (DSP-DC) – the Downtown Core area is to develop the Oakley Old Core area as a, walkable, high amenity retail, commercial and restaurant district focused on Main Street and anchored by Civic Center Plaza. This area shall be developed to offer a variety of quality shops and restaurants that provide a range of specialty/discretionary retail and service goods. The intent of this district is to promote and encourage the efficient use and development of storefront activities through the preservation/restoration of existing structures whenever possible. Passive uses, such as residential and office, are also encouraged above the first floor.

Downtown Specific Plan – Downtown Support Area (DSP-DS) – to provide an area that through its uses supports and builds upon the existing development found in the DSP-DC area, but does not directly compete with those uses. Uses within the DSP-DS are intended to provide the surrounding community with uses needed for everyday activities. Residential and office uses are permitted along the ground floor within this area. The DSP-DS will surround the DSP-DC; therefore compatibility of design between the two areas will help strengthen the visual context of the Downtown District.

Downtown Specific Plan – Residential/Commercial Conversion Opportunity Area (DSP-RCCO) – to encourage the potential redevelopment and revitalization of the historic downtown residential neighborhood. Renovation of residential properties for passive retail (those uses that have minimal foot traffic and do not require large delivery of items) and professional office uses will be permitted, as long as certain restrictions are met and the neighborhood scale and character of the area is preserved.

Eating and drinking establishment – Business serving prepared or cooked meals or beverages.

1. ***Food shop*** – Establishment engaged in the sale of primarily ready-to-eat food and beverage items. Includes, but not limited to, cookie and candy store, ice cream/frozen yogurt, retail bakery, coffee/tea cafe, and donut or sandwich shop.
2. ***Restaurant, full-service*** – Establishment at which meals are cooked on the premises, and at which an employee takes menu orders from and serves meals to diners who are seated at a table, booth, or counter, either inside or outside a building. This classification includes cafeterias where food items are displayed and selected by diners from a counter or serving line from which they carry their meals to a table or booth for on-site consumption.
3. ***Restaurant, self-service*** – Establishment at which meals are cooked on the premises and at which customers place and receive menu orders at a window or counter either inside or outside a building and take the food for consumption on or off the site.

4. ***Restaurant, Take-out*** – Establishment at which meals are cooked on the premises and from which menu orders are picked up by customers for consumption primarily off the premises. An establishment at which over 20 percent of the gross floor area is devoted to on-site dining is classified as self-service restaurant.

5. ***Restaurant with drive-in service*** – Restaurant providing service to customers by an employee while the diner remains in the automobile.

6. ***Restaurant with full alcoholic service*** – Restaurant serving alcoholic beverages in addition to beer and wine.

7. ***Restaurant with outdoor dining*** – Establishment in which food and beverages are prepared within the restaurant building, but which offers patrons tables and seating immediately outside of the building for consumption of food or beverages.

8. ***Restaurant or tavern with live entertainment*** – Establishment offering live entertainment.

9. ***Tavern*** – Establishment such as a cocktail lounge or bar, at which alcoholic beverages, including beer and wine, are served for on-site consumption. Any sale of food is incidental to beverage service.

10. ***Beer Tap Room*** – Accessory to a brewery, such that: a) the brewery produces no more than 15,000 barrels of beer per year; b) the tap room does not exceed 50% of the gross square footage of the building or tenant space where the brewery is located. The tap room may provide restaurant service, sale of food is incidental to restaurant service.

11. ***Wine Bar/Tasting Room*** – Wine bar: establishment in which wine is the primary beverage served, for on-site consumption. Wine tasting room: establishment at which a wine producer offers their wine for tasting and/or purchase. This may be at the site of production or in a separate location. Sale of food at either a wine bar or wine tasting room is incidental to wine sales.

12. **Hazardous waste facility** – shall mean a site, including all contiguous land and structures, used for the treatment, transfer, storage, resource recovery, or recycling of hazardous waste, as defined in California Health and Safety Code Section 25117.

Hotel – shall mean a building or part of it containing six (6) or more internally accessible guest rooms designed, intended to be used, or used by six (6) or more persons, to be occupied by transients.

Instructional schools – shall mean instruction received for personal and professional enrichment. Examples of private instruction include but are not limited to, academic tutoring, language instruction, music, dance, martial arts, computer training, and driver's training.

Motel – shall mean detached or attached dwelling units comprised of individual sleeping units, that are externally accessible, for the accommodation transient guests.

Movie theatre – shall mean a venue, usually a building, for viewing motion pictures, typically first run theatres.

Multi-family dwelling – means a detached building designed as two or more structurally joined dwelling units and occupied by two (2) or more families living independently of each other with separate entrances and including apartments, town-homes, and condominiums.

Multi-family residential districts – to provide a designated area for multi-family residential development varying in scale and density. Multi-family residential uses may be used as a transitional use between higher density residential and commercial uses and low density residential uses.

Nighttime entertainment uses – shall include dance halls, discothèques, nightclubs, private clubs, and other similar evening-oriented entertainment activities, which are not limited to non-amplified live entertainment, including restaurants and bars, which present such activities.

Office, general business – shall mean a space within which management level administrative services for firms and institutions is provided; or within which services to individuals, firms, or other entities is provided. Examples of a general business office use include but are not limited to offices within which the following services are provided: real estate, insurance, property management, title companies, investment, personnel, travel, and similar services, and including business

offices of public utilities or other activities when the service rendered is a service that is customarily associated with office services.

Office, medical – shall mean offices of doctors, dentists, chiropractors, physical therapists, acupuncturists, optometrists and other similar health related occupations, where patients visit on a daily basis.

Parking facilities – is a parking facility not designed and used to serve the parking needs of a use occupying the same lot or site as the parking facility.

Personal services – includes establishments, which provide non-medical services of a retail character to patrons, which may involve the sale of goods associated with the service being provided. These establishments include beauty or barber shops, shoe repair shops, self-service laundries, tanning salons, tailoring establishments, interior decorating, clothing rental, portrait photography and diet and weight reduction centers.

Printing and publishing – shall mean facilities, which assist in reproduction of materials for commercial and private uses, including for not limited to printing of architectural and engineering plans.

Recreation, commercial/indoor – includes such uses as a skating rink, bowling alley, paint ball, children's playland, health club, fitness centers and other similar indoor uses.

Single-family dwelling – means detached building designated as one dwelling unit and/or occupied exclusively by one (1) family.

Single-family residential districts – to allow a designated area for single family residential strict development designed to provide as much compatibility as possible with nearby zoning and maintain the residential character of the district providing a suitable environment for family living on potentially smaller lots, which help maintain the affordability and still provide individual privacy, open space, and facilities. The City of Oakley Residential Design Guidelines (See Appendix A of the Zoning Ordinance) should also be referred to as they contain additional information regarding mandatory and suggestive guidelines for residentially zoned areas.

Small-scale retail – retail services that occupy less than 2,500 square feet (any use above 2,500 square feet would require a special use permit), which provide low-volume foot traffic and include but are not limited to gifts, crafts, hobbies, and other similar materials.

Public and quasi-public or institutional uses – shall promote and encourage a suitable environment devoted to government buildings and facilities, community buildings and uses, libraries, museums, public, semi-public, and private elementary schools, high schools, public school districts facilities, fire houses, post offices, police stations, utility facilities, transit stations, parking lots and structures, and other such uses directly or indirectly serving the general public.

Quality goods and services – shall mean services that include the following, and similar uses: small crafts; specialty furniture; clothing/shoe stores; stereo/video or computers; cameras/photography; bicycle shops; outdoor/sports clothing/supplies/goods; toys/games; cards/gifts; jewelry; watches/clocks; beauty/cosmetics; plants/flowers; musical instruments; repair and maintenance of consumer products.

Specialty food retail – shall mean retail businesses whose primary activities include sales of confectionery, nuts (packaged), coffee and tea (packaged), dairy products, gourmet foods, and spices. Retailers who are also chocolate manufacturers, bread and bakery product manufacturers, meat markets and fruit are specifically excluded from this category.

Specialty goods retail – shall mean retail stores which have at least 60% of gross square footage generating sales tax and includes the following and similar specialty goods uses: cooking supplies/culinary; general house wares; decorator/arts and design centers including floor and wall coverings); specialty hardware; antique stores; party supplies; stationery/books/magazines.

Studios; photographers and artists – shall mean spaces where free-lance or independently owned photographers and artists may create and conduct work.

Use, temporary – shall mean the use of land or premises or a building thereon for a limited period of time, such as an outdoor sales event where merchandise is displayed entirely on site and lasts no longer than six (6) days every six (6) months, and does not change the character of the site, premises, or uses therein.

Wholesale-certified recycler – A collection facility is for the deposit or drop-off of recyclable materials. Such a facility does not do processing except limited bailing, and sorting of materials other than glass.

1. ***Small collection facility*** – is a facility that occupies an area of no more than five hundred (500) square feet and that accepts by donation, redemption, or purchase beverage containers with California Redemption Value, metals, paper, and other recyclable materials, except for motor oil and other hazardous materials. Acceptable recyclable materials are delivered to the site by the general public; and, such a facility does not accept materials from commercial vehicles. A small collection facility performs minimal reparation of recyclable material prior to transfer to a processing facility. Preparation may include baling, can flattening, or like methods use to reduce the mass of recyclables to facilitate efficient transport of materials.

Downtown Core Area - Uses Permitted

Primary Use	
Assembly uses	CUP
Beer tap room	P
Dwelling units - multifamily, maximum density of 45 units/ acre[1]	CUP
Dwelling units - single family replacement/reconstruction	P
Eating and drinking establishments	P
Food shop	P
Restaurant, full-service	P
Restaurant, self-service	P
Restaurant, take-out	P
Restaurant with full alcoholic service	CUP
Restaurant with outdoor dining	P
Restaurant or tavern with live entertainment	CUP
Tavern	CUP
Hotel	P
Instructional schools, including but not limited to: music; dance; martial arts; cosmetology	P
Nighttime entertainment uses	
Office, general[1,2]	P
Office, medical[1,2]	P
Parking facilities	CUP
Personal services	P
Public and quasi-public or institutional uses	P
Quality goods and services	P
Recreation, commercial/indoor	CUP
Sidewalk cafe/outdoor dining	P
Specialty food retail	P
Specialty goods retail	P
Studios; photographers and artists	P
Wine bar/tasting room	P
Similar uses and other retail businesses or service establishments determined by the Community Development Director to meet the spirit and intent of the goals and policies of the Specific Plan for the area.	P
Any land use that requires operating hours after midnight	CUP
Additional uses permitted with a conditional use permit which may be deemed by the decision making body approving the conditional use permit to meet the spirit and intent of the goals and policies of this Specific Plan.	CUP

1. Uses permitted on non-ground floor levels only.
2. Office use permitted on ground floor in buildings over 10,000 square feet that create at least 7 FTE (full time equivalent) jobs, with the approval of a CUP

(P) Permitted Use
(CUP) Conditionally Permitted Use

Downtown Support Area - Uses Permitted

Primary Use	
Assembly uses	CUP
Beer tap room	P
Child care facilities	CUP
Dwelling units*- multi-family up to 24 du/ac	CUP
Dwelling units - single-family replacement/reconstruction	P
Dwelling units*- new single-family on infill lot	CUP
Eating and drinking establishments	P
Food shop	P
Restaurant, full-service	P
Restaurant, self-service	P
Restaurant, take-out	P
Restaurant with drive-in service	CUP
Restaurant with full alcoholic service	CUP
Restaurant with outdoor dining	P
Restaurant or tavern with live entertainment	CUP
Tavern	CUP
Hotel - including Bed & Breakfast facilities	P
Instructional schools, including but not limited to: music; dance; martial arts; cosmetology.	P
Movie theatres	CUP
Nighttime entertainment uses	CUP
Office, general	P
Office, medical	P
Parking facilities	CUP
Personal services	P
Printing and publishing	P
Public and quasi-public or institutional uses	P
Quality goods and services	P
Recreation, commercial/indoor	CUP
Specialty food retail	P
Specialty goods retail	P
Studios; photographers and artists	P
Wholesale-certified recycler (where located inside a building or fully screened from public view by a solid wall or fence) - small collection facility	CUP
Wine bar/tasting room	P
Similar uses and other retail businesses or service establishments determined by the Community Development Director to meet the spirit and intent of the goals and policies of the Specific Plan for the area.	P
Any land use that requires operating hours after midnight	CUP
Additional uses permitted with a conditional use permit which may be deemed by the decision making body approving the conditional use permit to meet the spirit and intent of the goals and policies of this Specific Plan.	CUP

*No residential uses allowed north of Main Street east of Second Street due to railroad noise.

(P) Permitted Use
(CUP) Conditionally Permitted Use

Residential/Commercial Conversion Opportunity Area - Uses Permitted

Primary Use	
Bed & Breakfast facilities*	CUP
Dwelling units*- multi-family up to 16.7 du/ac	CUP
Dwelling units*- single family	P
Eating and drinking establishments	CUP
Food shop	CUP
Restaurant, self-service	CUP
Restaurant, take-out	CUP
Restaurant with outdoor dining	CUP
Office, general	P
Office, medical	P
Parking facilities	CUP
Small scale retail	P
Studios; photographers and artists	P
Similar uses and other retail businesses or service establishments determined by the Community Development Director to meet the spirit and intent of the goals and policies of the Specific Plan for the area.	P
Additional uses permitted with a conditional use permit which may be deemed by the decision making body approving the conditional use permit to meet the spirit and intent of the goals and policies of this Specific Plan.	CUP

*No residential uses allowed north of Main Street east of Second Street due to railroad noise.

(P) Permitted Use
(CUP) Conditionally Permitted Use

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ATTACHMENT D

LIBRARY DESIGN STANDARDS

CONTRA COSTA COUNTY LIBRARY

06 AUGUST 2024

DRAFT

CONTRA COSTA COUNTY LIBRARY
Bringing People and Ideas Together
ccclib.org

NOLL & TAM ARCHITECTS

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CONTRA COSTA LIBRARY DESIGN STANDARDS

EXECUTIVE SUMMARY

This document is designed to provide guidance and general standards to cities and towns whose libraries are a branch of the Contra Costa County Library (the "Library"). The aim is to provide clarity regarding minimum standards of quality and durability for library buildings as well as standards for consistency across the Library system. These standards will help library staff provide superior service and reduce the number of required replacements of furniture and finishes over time—a prudent, cost-effective strategy as well as a sustainable approach.

Libraries are some of the hardest-working buildings in our communities, open to all ages, abilities, and backgrounds. The Library's goal is to provide equitable, high-quality service to all patrons, and these design standards will help to make library buildings safer, cleaner, and ultimately more welcoming for all. Once built, library facilities often remain in service for many years before updates are made, so making effective design choices that will last long-term is key.

These guidelines are divided into a number of categories, highlighting furniture and shelving as particular topics but also addressing staff work areas, lighting, acoustics, and access.

Each community and building has unique challenges that will require our partner cities and towns, designers, and architects to continue the dialogue with the Library as project work progresses. Our shared goal is to create an inspiring building for the public that will operate effectively and efficiently as a facility and last for decades to come.

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1. GENERAL DESIGN STANDARDS

Building Size & Configuration

- Single-story building layouts are strongly preferred by the Library, allowing for better staff efficiency, visibility and ease of operation.

Parking

- Provide bike and scooter parking in compliance with local ordinance. Consult City officials and library staff on location and number of bike racks.
- Provide car parking in compliance with local ordinance. Parking areas should include dedicated, free parking for library patrons and staff within one block of the library. If paid metered parking is necessary, include some free, short-term spots for quick library visits, and free spots for library staff adjacent to the library facility.

Safety & Security

- One public entrance is recommended to control access to the building.
- Visibility for patrons and staff should be prioritized. This can be achieved by maximizing sightlines throughout (using open, connected spaces and glass), and by minimizing hidden corners.
- A clear path of travel is required to meet all ADA guidelines.
- Provide a security alarm system for the building.
- Provide security cameras (indoor and outdoor), and discuss their locations with library staff.
- Refer to 2. Public Spaces—Staff Service Points for additional information.

Acoustics

- Meeting rooms. It is important to create acoustic separation between meeting rooms and larger library spaces. Attention should be paid to creating walls that extend beyond the ceiling to the underside of the structure and to sound gasketing at doors. In addition, sound attenuation can be achieved through a combination of acoustic ceilings and wall finishes. For example, an acoustic ceiling tile used in combination with fabric-wrapped wall panels is an effective way to create better meeting room acoustics.
- Open library reading rooms. Each library reading room should be designed with acoustics in mind and considered on a case-by-case basis, depending on the design of the building. Acoustically sound library reading rooms can be achieved through a combination of acoustic ceiling treatments, acoustic wall paneling, and the use of carpeting. It is also important to create acoustic separation between loud library spaces and quiet ones. An example of a loud space might be the circulation/checkout area, whereas a quiet space might be the quiet reading room or periodicals area.
- Children's/teen spaces. Because it is not expected or desired that children's and teen spaces remain quiet, it is recommended that these spaces be acoustically separated from the quieter spaces in the library (such as the adult spaces or quiet reading rooms). Separation can be achieved through a building layout with no direct adjacency to quiet spaces, by using a wall as a space divider (with glass for visibility), and through the use of acoustic ceiling and wall treatments, carpeting, and soft furnishings.



Image of Danville Library reading area

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Electrical Power & Lighting

- Electrical and data access. It is important that electrical and data access is abundant, through the use of in-floor raceway systems and/or floor outlets, as well as wall outlets. Electrical arrangements should allow for flexibility and rearrangement of layout. Data should be accessible at all desktop computers and staff workstations.

    1. Libraries should include exterior wifi access points. Access points should, at a minimum, cover any outdoor seating areas.

- Power requirements. It is recommended that each reader table in the adult and teen spaces have an in-surface power module. It is also recommended that at least 50% of the lounge seating in these areas have direct access to power (via a wall or floor outlet or mobile power module). Providing power access mounted in tables or lounge areas in children's areas is not recommended except at computer stations.

- Backup power. Back up power needs should be discussed with the project team along with the City on a case-by-case basis. For example, if the library is to act as a cooling or resiliency center, a generator may be required.

- Lighting at shelving. Lighting at shelving should be glare-free and uniform. Lighting should run across rather than parallel to the stacks, so that book faces (rather than the tops of the stacks) are illuminated. It is recommended that lighting not be attached to the shelving so that flexibility can be maintained should shelving configurations change in the future.

- For general lighting in main library areas, provide linear pendant indirect/direct lighting. In back-of-house areas, provide recessed can fixtures. All lights should be LED.

Views

- Views out on to green space should be prioritized as much as possible. However, certain areas such as the staff and children's areas should be taken into special consideration as views into the library from outside passerby may be unwanted. Explore options for operable windows in coordination with security needs and mechanical systems.

Finish Materials

- Interior materials should be selected for longevity.

    1. Tiled carpet should be used instead of broadloom/rolled goods. Carpet should be of high quality and patterned in darker tones for high durability. Carpet should be nylon fiber and solution dyed. All carpet tile should be approved for commercial use.

    2. Avoid using small tiles in restrooms, in order to minimize grout. Choose dark grout colors, especially for floors. Use porcelain tile on floors, and ceramic or porcelain tile on walls. Full-height wall tile is preferred, but at minimum, tile walls up to 4 feet.

    3. Materials in areas that are within the reach-range of patrons and that can be touched (the "touch zone") should be durable and/or easy to repair. For example, fabric-wrapped wall panels below 8 feet in height might need to be bleach cleanable for maintenance, whereas panels above this height may not need to be.

- Exterior building materials

    1. Architects should design a library building as a long-term civic investment, using high-quality, durable, low-maintenance materials. When selecting materials, consider maintenance and graffiti removal.

    2. Building materials should be thoughtfully selected to enhance the civic nature of the building and to fit within the community.

Sustainability Goals

- Sustainability is an important value that the Library wants to promote. Architects should work within sustainability requirements provided by the municipality and look to exceed those requirements wherever possible. Look for opportunities to incorporate public education into the use of sustainable features.

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Accessibility Goals

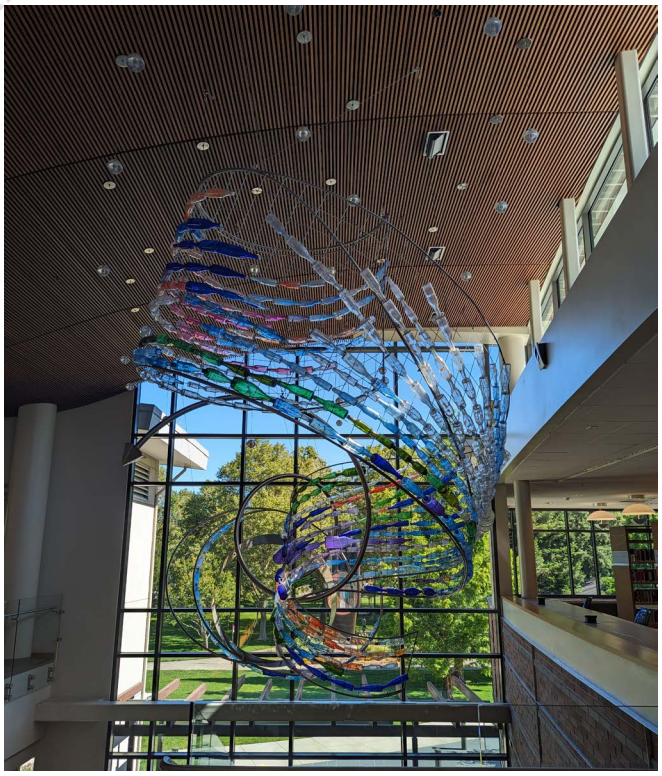
- The Library should strive to go above and beyond building code and meet Universal design and accessibility standards. Universal design is defined as "a concept in which products and environments are designed to be usable by all people, to the greatest extent possible, without the need for adaption or specialized design." In the design and selection of every element, patrons of all ages, shapes, sizes, and abilities should be considered.

Signage

- Exterior signage
    1. Contra Costa County should be acknowledged on building signage. At a minimum, the county logo or county seal should be incorporated in any monument sign, or on the building.
    2. Changeable vinyl signage indicating library hours should be provided on glass at the building entry.
    3. A distinct sign mounted on the building should clearly mark the location of the book return.
    4. Provide clearly marked information for delivery people to contact staff when the building is closed.
- Interior building signage
    1. Directional signage. Provide wayfinding signage throughout larger branch libraries to demarcate self-service checkout, restrooms, etc. Signage indicating large program areas or rooms such as children's or teen areas should be determined on a case-by-case basis. Such signage would be in addition to signage required by ADA.
    2. Code-required signage. Provide all signs required to meet ADA standards, exiting, fire codes, etc.
    3. Collection signage. Signage at stacks should be flexible and easily changeable by library staff, using standard (not specialty) fonts. Mount collection signage on shelves rather than walls. For example, large fixed wall signage calling out "Fiction" will limit the library's ability to reconfigure shelving in the future.
    4. Community information boards should be included in library projects to facilitate community collaboration and communication.
    5. Placement of donor signs and installations must be reviewed with library staff to ensure they are located appropriately. These interventions are long-term and permanent and may impact future flexibility.

Public Art

- Public art displayed in both permanent and temporary exhibitions is a natural fit and welcome in libraries but should be thoughtfully selected.
- Art should be carefully selected to last over time. Large murals and installations must be vetted with library staff to ensure they are suitable for their spaces and are placed in zones where they will be safe from damage.
- Temporary changing art galleries and tackable areas for children's art must be coordinated with library staff. Often these are left unmaintained if such coordination does not occur.



Public art installation at Walnut Creek Library

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2. PUBLIC SPACES

Adult Reading Areas

- Where square footage allows, create a "quiet reading" area for adults who want to retreat from noise/activity. These areas should be acoustically separated and should not contain library supplied PCs.

Stacks

- Provide clearances between runs of shelving that at minimum meet ADA requirements. Provide more generous spacing where square footage allows.
- Refer to **Shelving** and **Electrical Power & Lighting** for additional guidance.

Children's Spaces

- It is recommended that shelving heights in children's spaces remain at 60 inches or under. Picture-book shelving especially should not exceed 48 inches.
- Table and chair heights should best serve the patrons who use them the most. It is recommended that two to three different seat and chair heights be provided to accommodate children of all ages and sizes. Refer to the chart below for age-based average table and chair heights.
- All upholstery in children's spaces should be bleach cleanable and/or wipeable.
- Where space allows, include seating wide enough to accommodate a child and a caregiver, such as a small loveseat or sofa.
- Avoid:
  1. Sharp corners
  2. Climbing structures
  3. Toylike seating that can be thrown
  4. Stainless steel surfaces

Age Category	Age (Approx.)	Table Height	Chair Seat Height
Toddler	1-4 Years	13"–17" 33 cm–43 cm	6"–9" 15 cm–23 cm
Preschool	3-6 Years	18"–19" 46 cm–48 cm	10"–11" 25 cm–28 cm
School Age	6-13+ Years	20"–30" 50 cm–76 cm	12"–18" 30 cm–46 cm

Age-based average table and chair heights.



Image of San Pablo Library children's area

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- **Manipulatives**. Where space allows in the children's area, it is recommended to include manipulatives. Manipulative play refers to learning with movement and problem solving through interaction with physical objects. Manipulatives can be as small and simple as panels on the ends of book stacks or as large and involved as custom-built structures that children can occupy. Library staff can recommend preferred and vetted vendors.
- **Computers**. Check with library staff to determine computer needs specific to the children's area.

Teen Spaces

- The teen space should be easily identifiable as its own space so that other patrons do not occupy the area. This can be achieved through physical separation (wall and door), clear signage, and/or different finishes and furniture. It must be easily visible from the staff service desk.
- The teen space should be physically and stylistically separate from the children's space. The style of the space may be playful and fresh, but it should not appear childlike and ideally is not immediately adjacent to the children's area.
- Furniture in the teen space should be easily reconfigurable and movable by the teens themselves. Offer a wider variety of seating arrangements for various sizes of groups and activities.
- It is recommended to provide a mix of lounge seating and tables with chairs.
- When selecting furniture and finishes, assume that teens will put their feet up on tables and chairs.

Staff Service Points

- Ensure there is adequate space at public service desks so two staff can navigate around each other. It is recommended that the desk have at least 3 feet, 6 inches of clear space behind it. In instances where the service point serves as a full-time workstation, each station should be a minimum of 4 feet wide. In instances where the service point is only a touchdown station, the width can be less. It is recommended that service points be 2 feet, 6 inches deep to create a comfortable distance between staff and patrons. Anything wider than that will create ergonomic issues for staff.
- The public service desk should be positioned so that staff will have a wall behind them, with two ways to exit from behind the desk. Exits can be swinging gates or open aisles.
    1. If a full-height wall behind the service desk is not feasible, provide a minimum 3-foot-high barrier such as a bookcase behind the desk. The goal is to create a barrier for staff so they are not approached from behind by the public.
- All workstations at circulation desks should have sit/stand capabilities for ergonomics.

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Group Study Rooms

- Provide glass at the front of group study rooms so that staff can see inside. Provide a system for exterior locking of the rooms.

Large Meeting/Multipurpose Rooms

- Meetings spaces available after library open hours must also have bathrooms that the public can use.
- Provide adequate storage for tables and chairs in a storeroom adjacent to the meeting room.
- Chairs must be lightweight, easily movable and stackable by staff. Include dollies for ease in moving chairs.
- Provide tables with wheels that fold and nest for storage.

Public Computers

- Public computer stations should be located near the public service desk in open areas within full view of staff rather than enclosed in a computer lab. Laptops can be used by patrons in enclosed rooms.
- It is recommended that each public computer station have a minimum width of 3 feet, 6 inches. Dividers between stations can be used to create a sense of privacy. Dividers should be lower than full height so that staff can easily see patrons. All surfaces including dividers should be wipeable
- Desktop computers are needed in each branch even if laptop checkout is available. Desktop computers are easier for older adults to use.
- ADA-accessible computer station(s) should be provided, typically at a motorized sit/stand table directly adjacent to the other computer stations.

Restrooms

- Provide a separate restroom for staff-only use in the staff area.
- Consider a single stall public restroom for all genders.
- Provide waste bins that are separate from the paper towel dispenser unit. Wall-mounted waste receptacles are not of adequate size and will overflow.
- Locate paper towel dispensers adjacent to the sink rather than on an opposite wall to minimize water dripping onto the floor.
- Specify a folding stepstool at one lavatory to allow for children's handwashing. Provide family restrooms in the children's areas of all mid-size and larger branches.

Outdoor Spaces

- Where space allows, it is recommended to provide outdoor space for patrons that is controlled, i.e., easily monitored and/or fully secured (fenced).
- Provide shade in outdoor areas.
- Outdoor furniture
    1. Furniture must be attached or heavily weighted if not in a controlled/lockable space.
    2. Provide a mix of seating most suitable for the space and its programming. For example, picnic tables are great for outdoor art classes whereas lounge seating is good for adult and senior reading.
    3. Provide furniture for children where appropriate.



Image of El Sobrante Library public computers

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3. STAFF SPACES & LIBRARY OPERATIONS

Staff Entry & Shipping/Receiving Area

- All shipping and receiving areas should be easily accessible by trucks and have an accessible path for hand trucks. Additionally, a doorbell or other system should be provided to alert library staff when deliveries are made.
- The staff entry and shipping/receiving area should be separate from the public entry.
- Provide dedicated space for receiving deliveries and preparing outgoing shipments.
- Receiving area must be easily accessible to trucks.
- Areas should be well lit and placed to provide safe entry and exit after hours.
- Areas should be able to accommodate a large number of book bins and carts. Library staff should provide space needs for this.

Book Return

- Locate the book return to allow books to drop into the building.
- Provide in-wall exterior returns that are adjacent or easily accessible to parking.
- Do not use free-standing exterior book returns.
- The Contra Costa County Library does not use AMH (automatic materials handling) systems.
- Ensure that in-wall returns have adequate space on the staff side for a large, standard-sized bin to be placed below the book chute (an ergonomic issue). Consult with library staff to ensure that enough space is provided for the book return area. Ensure that bookdrops are lockable.



An example of adequate clearance not being provided for a bin below the book drop. A cushion was placed on the floor to receive the dropped books, which must be collected up by staff (an ergonomic issue).

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Book Processing

- Provide adequate space and equipment for book processing in staff areas. This may entail space for book carts, a large worktable, chairs, and shelving.

Staff Workroom

- Provide sit/stand workstations
- Provide bulletin board space for staff at office areas.
- Storage. Work with library staff to determine staff storage needs.
- Private Offices. The Library Manager should have a private office. At minimum, provide sit/stand workstations, storage, and guest seating. Consult with library staff about specific needs.
- Private Meeting Spaces. Staff will need a private, enclosed space to take online meetings. This space should seat 1-4 people, depending on space available, and should be equipped with power, data and adequate ventilation.

Staff Support Spaces

- Staff Lounge
    1. Staff kitchenette should include countertops, cabinetry, refrigerator, microwave, sink, general storage, bulletin board space, and adequate space for recycling center.
    2. Staff break room should include a table and chairs as well as comfortable lounge seating where space allows.
- Provide a private locker for each staff member.
- Staff restroom. See 2. Public Spaces—Restrooms.
- Provide a wellness/lactation room for staff. This room should include a lounge chair and ottoman or a recliner chair, a mini fridge, a side table, and electrical outlet access.

Janitorial

- Provide designated storage space for janitorial supplies (supplies cannot be stored in mechanical/electrical rooms). Janitorial spaces should include a mop sink and shelving, and walls should be finished in FRP (fiberglass-reinforced paneling).
- Public programs that require food service need to comply with current Health Department requirements for preparing and cleaning up food.

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Image of Lafayette Library staff breakroom

4. FURNITURE

Furniture Types

- Provide a mix of furniture types throughout the library.
- Lounge furniture
    1. Avoid furniture that allows patrons to lie down, such as sofas and long benches.
    2. Avoid throw pillows or loose cushions.
    3. Provide a mix of styles for a variety of ages, abilities, and sizes. Provide some lounge furniture with arms to support an upright seated position for older patrons. Chairs should have a minimum weight limit of 300 lbs.
- Tables
    1. Reader tables should be mainly 2- and 4-person tables.
    2. It is recommended that at least 30 inches of width be provided for each seat at the table to maintain comfortable personal space distances between patrons.
    3. Provide sit to stand tables as needed for ADA access.
- Chairs
    1. A mix of armchairs (30%) and armless chairs (70%) is recommended to support varying sizes and abilities of patrons. Chairs should be ergonomically comfortable to accommodate long periods of work or study. Chairs should be lightweight and easy for patrons to move.
    2. Reader chairs refer to non-lounge chairs that are generally paired with tables. They are fixed in height and do not have casters. Generally, they are wood.
    3. Computer chairs refer to non-lounge chairs that sit at tables with computers. They may have height adjustability and be on casters.

Minimum Standards for Warranties

- All furniture specified should come with a minimum 10-year warranty.

Replacement Schedule

- Furniture should be replaced on an as-needed basis depending on how heavily it is used, how and where it is used, and cleaning protocol.
- In general, upholstered pieces that have a resilient textile with a backing, that are cleaned properly, and that are not exposed to food or drink regularly should be replaced or assessed for replacement after 10 years.
- Tables and chairs, especially wooden ones, can last a lifetime if cared for properly and serviced when broken. It is important to be diligent about warranties and non-obsolescence clauses when selecting furniture pieces, especially those that will be used for a lifetime.

Furniture Location

- Furniture should be movable by staff where possible.

Power Access

- It is recommended that every reader table in the adult and teen areas have an in-surface power module. It is also recommended that at least 50% of the lounge seating in these areas have direct access to power (via wall or floor outlet or mobile power module).

Fabrics & Finishes

- Cleaning guidelines
    1. Specify bleach-cleanable fabrics whenever possible, even if staff does not clean furniture with bleach, because patrons may bring and use bleach wipes. Light colored fabrics should not be used.
    2. Specify a moisture-barrier backing for woven fabrics whenever possible.
- Non-woven fabrics (e.g., silicone, polyurethane, vinyl) are recommended for surfaces that patrons will sit on or touch frequently. Woven fabrics may be incorporated in less touched areas, such as on chair backs, or as accents.
- Durability
    1. Fabrics that meet a minimum of 100,000 double rubs in the Wyzenbeek abrasion test are recommended.
    2. Non-woven fabrics should meet all current requirements for hydraulic testing according to ISO 1419 or ASTM D3690, to avoid delamination.

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5. SHELVING

Heights

- Shelving heights should coordinate with accessible reach ranges and eye levels for the age group they serve.
- Shelving should not interfere with staff visibility and sightlines.
- Shelving height guidelines:
  1. Adult and YA Collections: 5 shelves, 66" high
  2. Juvenile Collections: 5 shelves, 54" high
  3. Early Literacy Collections: 3 shelves, 42" high

Manufacturers

- Library staff can recommend preferred and vetted vendors.

Fixed Wall Shelving

- Fixed wall shelving should not exceed 6 shelves high and should be anchored to the wall to meet seismic standards.
- The lowest shelf should not be used for books except in children's and teen areas. If it is necessary to place books on lower shelves in adult areas, use sloped base shelving that is higher off the floor and angled outward for easier access.

Mobile Shelving

- Limit the width of each mobile shelving unit to 2 ranges where possible, otherwise shelving may be too heavy for staff to move.
- Mobile shelving heights must not exceed 59 inches, per code requirements.
- Lower-shelf guidelines for mobile shelving are the same as for fixed shelving (see **Fixed Wall Shelving** in this section).
- **Finish guidelines**. For metal shelving, choose from manufacturers' standard colors (no custom colors).

Children's Shelving

- See **2. Public Spaces—Children's Spaces**.

Display Shelving

- Display shelving should be mobile and allow for books to face outward. Locate some display shelving near the library entrance.

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Examples of mobile display shelving.

QUALIFICATIONS FOR DESIGN-BUILD SERVICES

OAKLEY LIBRARY & COMMUNITY CENTER

CITY OF OAKLEY



woodland CONSTRUCTION BUILDERS INC. | SIEGEL & STRAIN Architects

JULY 2, 2025

July 2, 2025

Joshua McMurray, City Manager
Oakley City Hall
3231 Main Street
Oakley, CA 94561
McMurray@ci.oakley.ca.us

Re: Qualifications for Design-Build Services for the New Oakley Library and Community Center

Dear Mr. McMurray and Selection Committee Members:

Oakley's Library and Community Center project represents an opportunity to create a landmark community gathering place in the heart of the City that will serve generations of families as Oakley continues to grow. As a priority project for the City, a new public building on the east end of the Civic Center opening onto Civic Center Park has the power to transform this underutilized site into a dynamic hub for community life in downtown Oakley. As one of California's youngest and fastest growing municipalities, Oakley's prioritization of this project supports its mission to grow purposefully and thoughtfully while serving the public in a friendly, efficient, and responsive manner. This library and community center are central to the City of Oakley's PATH forward.

A Proven Partnership for Oakley's Next Community Investment

Woodland Construction Builders, Inc. (WCBI) and Siegel & Strain Architects (S&S) are honored to reunite our proven partnership from the Oakley Recreation Center to propose for this new project. The library and community center at Civic Center Park will be another cornerstone in Oakley's remarkable transformation from a quiet Delta farming town to a thriving community that truly embodies being "A Place for Families in the Heart of the Delta." The successful completion of the recreation facility in 2019 is a testament to what can be achieved when vision meets execution with an exceptional and determined client.

Our collaboration demonstrated our shared commitment to delivering quality on time and within budget while creating spaces that strengthen community bonds. The Oakley Recreation Center showcased our ability to seamlessly coordinate design intent with construction expertise and work collaboratively with the City, resulting in a facility that exceeded expectations for aesthetic appeal, operational efficiency and budget management. The collaborative nature of this project built trust, respect and understanding between our two firms, setting the foundation for a great design-build partnership that can get the library and community center project built with the funds you have available.

Our Team's Expertise

Woodland Construction Builders, Inc. has served California's Central Valley for over 40 years, building a reputation on creating spaces deeply rooted in their communities. As a family-owned company, WCBI understands that true value comes from buildings that feel like home—welcoming, comfortable, durable, and built to serve effectively for generations. WCBI shares Oakley's commitment to regional design that honors local character while meeting practical needs, ensuring efficient, cost-effective delivery without breaking municipal budgets.

Siegel & Strain Architects brings four decades of experience designing community-centered spaces with a fundamental belief that great projects are tied to place and tuned to climate. S&S's extensive library and community center experience—including completed projects in Yountville, Portola Valley, and Brisbane, and current projects in Berkeley, San Mateo, Santa Rosa, and Novato—demonstrates the firm's understanding of how these facilities serve as cultural anchors. We understand that libraries are more than repositories of books; they are welcoming places where families feel comfortable, children discover wonder, and residents connect across generations. S&S's expertise ensures your facility will be a source of community pride while remaining affordable through resilient design that minimizes operational costs.

In addition, we are prepared to connect the City with financial and grant advisors to help close the gap between the library funding you have in hand and the library of your dreams. We've included these advisors in the Team Organization Chart on Page 15 and would be happy to provide contact information upon request.

Together, WBCI and S&S provide the City a tested and experienced local team ready to roll up our sleeves and work with you to align programming needs with budget expectations and flesh out a financing and phasing plan for this important community facility. This qualifications package outlines our progressive design-build approach.

Our Commitment to Oakley

Our combined expertise and past successful collaboration with the City positions the WBCI|S&S team to create another landmark that honors Oakley's Delta heritage while embracing its dynamic future—a space where residents feel deep pride and belonging. Most importantly, our proven ability to deliver exceptional community spaces at affordable prices ensures outstanding value while creating a gathering place that embodies Oakley's identity as a city that fosters a vibrant, evolving community that welcomes and values all people.

Per the RFP, we have no issues to disclose. We acknowledge receipt of Addendum #1. We look forward to discussing how our proven partnership with one another and with Oakley can deliver another successful project that will make Oakley residents proud and provide exceptional value for their investment.

Please feel free to reach out with any questions or for additional information.

Respectfully submitted,



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Portola Valley Town Center



Yountville Community Center and Library

PROJECT UNDERSTANDING

The City seeks to design and construct a new Library and Community Center within Oakley's Civic Center east of City Hall, bordering Norcross Lane. This site is ideal for a library, continuing a proven land use pattern that has enriched communities throughout the Bay Area—from Marin County Civic Center to Richmond Civic Center, South San Francisco Civic Campus, and Livermore Civic Center. Positioning the library within the Civic Center will create powerful synergy with City Hall, Civic Center Park, and Downtown, delivering complementary programming for residents of all ages while energizing the heart of the city with another significant public building. The site offers additional strategic advantages: it's city-owned, zoned for community use, and provides shared parking opportunities that maximize efficiency with existing municipal facilities.

Project Scale and Financial Framework

Library sizing has been a point of discussion for City Council and officials over several years. While the City and Contra Costa County Library envision a 28,000 sf facility, available funding will ultimately determine the initial construction phase. The RFP indicates $11.5M in confirmed funding, with an additional $1M-$2M potentially available from O'Hara site residual land value and/or other sources. At estimated construction costs of $650-$1,000/sf (including construction, soft costs, and furnishing), this budget supports an initial phase ranging from 10,000 sf to as much as 20,000 sf.

Comprehensive Programming Vision

The new Oakley Library and Community Center will serve all demographics—children, teens, families, seniors, and veterans—for multiple uses including as cooling and refuge spaces during extreme weather. Essential program elements include:

- **Core Library Services** – materials collection, service desks, reading areas, collaborative meeting and study spaces, library staff work areas, computers, print services, and WiFi
- **Dedicated Youth Spaces** – separate children's and teen sections with age-appropriate programming areas
- **Community Programming** – flexible multiuse rooms for library and community events and activities
- **Building Infrastructure** – restrooms, janitorial services, mechanical/electrical systems, server room, and perhaps automated materials handling
- **Community Partners** – dedicated spaces for seniors, veterans, and community-serving nonprofits
- **Municipal Integration** – city offices, services, and emergency operations support

Our Collaborative Approach

As outlined in our approach, we recommend launching the design-build process with a comprehensive collaborative planning task that brings together the City, essential stakeholders—Contra Costa County Library, Friends of the Oakley Library, the local Veterans group, and other community partners—and our design-build team. This strategic task will refine project parameters and building spatial requirements while developing realistic cost projections based on need, the Downtown Specific Plan, other planning, zoning and design regulations, site conditions, desired architectural character, and best value related to construction, building systems, materials, finishes and furnishings. The outcome will be a comprehensive conceptual design with built-in phasing that ensures the City can move forward confidently within an established library project that serves Oakley's evolving needs today at a price you can afford while establishing a foundation for future expansion.

WHY THIS TEAM?

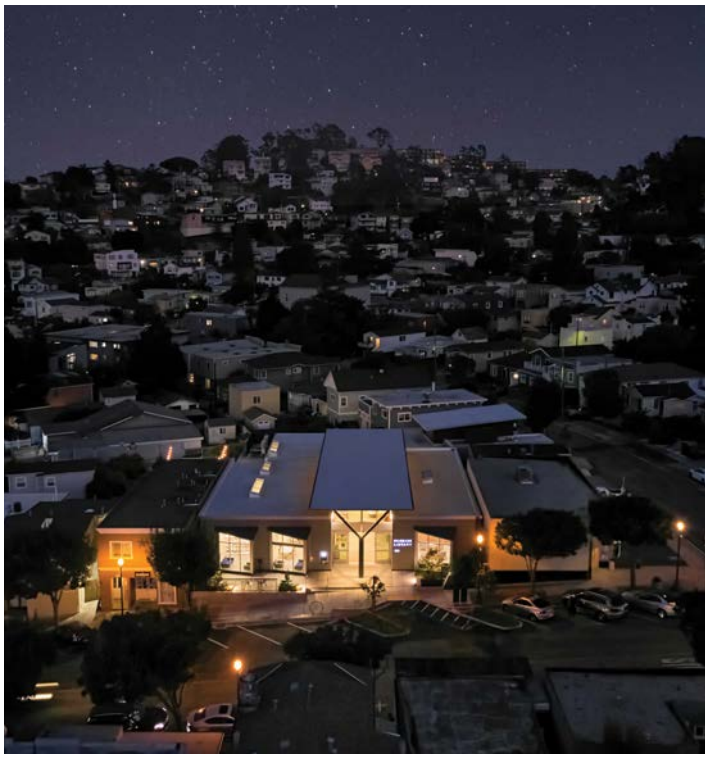
A TEAM TAILORED FOR THE OAKLEY LIBRARY AND COMMUNITY CENTER

Woodland Construction Builders, Inc. (WCBI) in association with Siegel & Strain Architects (S&S) is pleased to present our qualifications for the Design-Build Delivery of the Oakley Library and Community Center. We are inspired by your resolve to deliver a library and community space to the Oakley community, and we believe we are uniquely qualified to design and build your library at the best value for the project. Our intention is to partner with you and your critical stakeholders to create a facility that meets your program goals and exceeds the community's expectation while proudly showcasing a community asset that is long overdue.

Given our experience and demonstrated commitment on similar public projects, WCBI and S&S are excited to join forces. We have independently built our organizations on commitments to our clients and their communities, and to improving the environment through appropriate cost-effective solutions. Both firms have long histories of delivering top-quality services and projects, on time and on budget. Our approaches are founded on integrating owners deep into the design and construction process, so that you receive responsive service and can make informed decisions confidently. We enjoy great collaborative efforts with clients, key client groups and stakeholders, design consultants, subcontractors, regulatory agencies, and neighbors. We look forward to a close interdisciplinary collaboration of brainstorming, designing and refining a design proposal with the City of Oakley and Baker Tilly.

The WCBI | S&S team places strong emphasis on developing the most appropriate design and construction methods during the preconstruction phase, so we can identify and integrate cost-saving measures and provide the best value for our clients. As a team, we enjoy testing creative "both/and" solutions, evaluating different design scenarios and building systems, and assessing how to achieve top performance and efficiency for the lowest cost and best value. Our goal is to deliver a new library and community center on budget and on schedule, aligned within your expectations for quality and experience. Our process relies on timely communications, design iterations, and resolution of design, construction and post-construction warranty issues to ensure complete customer satisfaction.

In the spirit of collaboration, we look forward to sharing our ideas and design-build approach with you and, above all, providing you with a positive experience in the collaboration, design, construction, and commissioning of the new Oakley Library and Community Center. You will undoubtedly receive strong qualifications from several teams. What makes the WCBI | S&S team exceptional is our track record of working on the Oakley Recreation Center together.



Brisbane Public Library

CLIENT COLLABORATION & ADVANTAGES OF DESIGN-BUILD

Early collaboration between WCBI, S&S, and the City of Oakley aligns goals, budgets and timelines. This teamwork results in more than the sum of the individual partners through iterative design, analyses of benefits and trade-offs, and investigating synergistic opportunities. It helps identify challenges, improve constructability, and find cost effective solutions, building trust and reducing disputes.

Integral to this partnership is early design input from the City, Contra Costa County Library, Friends of Oakley Library and other community stakeholder representatives. Transformative community projects like the Oakley Library and Community Center are built on the backbone of authentic engagement, deep listening, a synthesis of expressed aspirations and a true understanding of people and place. This type of close collaboration leads to better buildings and stronger communities.



Boys & Girls Club of San Leandro



Berkeley Hillel

DESIGNING FOR COMMUNITY THROUGH ENGAGEMENT

Community projects are investments in community values. Siegel & Strain's civic projects are collaborative efforts that build consensus and embody community aspirations, resulting in libraries, community centers, and city halls that people cherish and make their own. Over the years our best work has emerged from close partnerships, listening and observing, and open dialogue with clients and stakeholders through intentional outreach and engagement with library, city offices and community centers for Yountville, Portola Valley, Brisbane, Berkeley and Oakley. Without preconceived ideas, we identify common ground, probe shared values, and articulate aspirational yet achievable project goals that inform the design and construction of meaningful public resources.

We design through the perspectives of clients and users to ensure the resulting spaces exceed expectations as beautiful, functional places that are rooted in community. With that in mind, we bring the following engagement principles to our design thinking:

- Good participation processes create better designs and beloved places.
- Successful engagement means reaching the right people in the right ways at the right time.
- Our outreach methods, like our architectural design solutions, are uniquely tailored to each client, community, and project.
- Clarity on project goals, design drivers and project parameters, such as budget and schedule, are central to engagement conversations.

Oakley's PATH Forward Framework—promoting fair and equitable stewardship of our community; advocating for a professional and family-friendly environment; transparency in accountability, communication and collaboration; honesty and integrity in building trust—provides an excellent foundation for the Library and Community Center project, ensuring your mission of creating a resilient future while supporting your unique Delta lifestyle and small-town character within a safe, dynamic community. Combined with ongoing direction from the City and Contra Costa County Library, guidance from the Downtown Specific Plan and Contra Costa County Library Standards, and drawing from our engagement toolkit, we will implement an efficient and effective engagement process that builds on your completed efforts and the expressed desires. We will partner with you, your library stakeholders and user groups as we explore cost-effective solutions that embody community aspirations, meet functional needs, and embody resiliency.



Tidewater Boating Center

PROJECT MANAGEMENT

Siegel & Strain Architects has extensive experience managing multidisciplinary design and engineering teams for complex, multiple stakeholder projects for cities throughout Northern California; public agencies including the NPS and the EBRPD; and many nonprofit organizations. Project principals each have 20 to 40 years of experience. S&S project managers and architects have 10 to 30 years of experience in the field developing designs, coordinating consultants, directing staff, managing schedules, and supporting the construction process. S&S has successfully completed design-build projects and has DBIA trained staff ready to lead the process.

Woodland Construction Builders, Inc. has a full construction management team, including project management, site supervision, and administration, focused on your project to ensure the smoothest flow of construction, and minimize or eliminate problems and changes during the construction process. WCBI uses industry standard tools and methods to facilitate estimates, project management, scheduling, and budget management to achieve the best possible performance. WCBI will advise the City about any issues that might impact the contract price, schedule or material matters in a timely manner to allow the City to make informed decisions on how to address such issues.

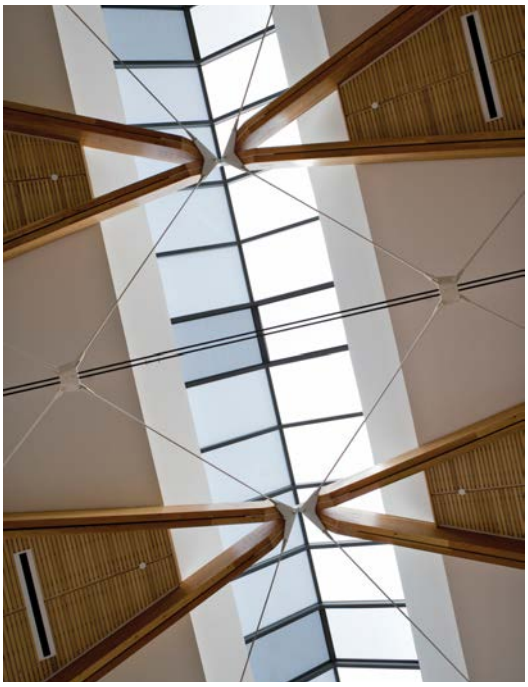
Partnership and Communication—A successful project requires a strong partnership between the City, WCBI, and S&S. We will establish a close working and trusting relationship with the City's team that includes critical and appropriate stakeholders – staff at the City of Oakley, CCC Library, the Friends of Oakley Library, and other stakeholders in the community who will be brought into the process at the right time.

We will define roles, responsibilities, communications and decision-making protocols at the start of the project. The process will involve all parties in ongoing clear communication about design, trade-offs, deliverables and schedule. The design process will start with a review of the project's opportunities and constraints, project goals, budget, and schedule. As design and construction progress, we will conduct weekly project management coordination meetings with the designated project manager for the City. We look forward to building on our successful collaboration and open communication on the Oakley Recreation Center.

Schedule—We will establish an overall project schedule at the outset of the process that incorporates design milestones, permitting and regulatory reviews, construction cost estimating, bid, construction and closeout. The schedule will factor in City and stakeholder feedback, consensus and project approvals, including time for client review throughout the entire design and construction process. We track progress on a weekly basis and format meeting minutes to identify deliverables, decision due dates and responsible parties.



Brisbane Public Library



Yountville Community Center and Library

COST CONSCIOUS DESIGN & CONSTRUCTION

Given our practice sectors, our team has decades of experience delivering successful and meaningful public-serving projects within restricted budgets. We understand that the City needs a library and community center that exceeds the current budget. In S&S's 35+ years of work with public agencies and non-profit organizations, we've honed our approach to designing to a limited budget with strategies such as right-sizing, creating flexible multi-use spaces, and developing simple yet elegant designs and comfortable spaces that do more with less. This means focusing limited resources on creating a library project that has a presence, is durable and iconic, functional and beautiful, and is value aligned. We bring a master planning approach to these projects to define what you can afford today and how to plan for future growth.

WCBI works to control costs through tracking and managing the cost throughout the process. During the design process, adjustments are made collaboratively and transparently with the participation of the City and S&S. WCBI has a deep stable of regular subcontractors that allow us to achieve multiple subcontractor bids for the best project value. WCBI's strong relationships with these subcontractors help to determine any recent pricing volatility due to inflation, escalation, or market conditions that might inform design decisions. This process results in successful projects with few to no change orders.

LIBRARY & COMMUNITY PROJECT EXPERIENCE

All of our library, community center, and community-serving projects involve getting to know the communities that use them, the towns and counties that build them and the library systems that operate them. As community living rooms and resource centers—a place to meet your neighbors, do your homework, use a computer, get information, practice a craft or just relax with a good book—the success of a library is directly related to how well it serves its patrons and embodies local values. Understanding the community is critical and central to our approach.

S&S works primarily with public sector, nonprofit and education clients. Our civic projects are collaborative community-wide efforts that build on work done to date. We have an extensive toolkit developed over time that fits all manner of participation at every phase of the process. Working with you, we will design an appropriate public engagement process that asks the right questions at the right time and shares design and construction advancement in ways that connect with your community and meets them where they are.

WCBI has a proven track record constructing public-serving buildings including medical offices, restaurants, retail establishments, and offices. These budget—and schedule—driven owners return to WCBI because of their commitment to meeting clients' goal without sacrificing durable, high-quality construction.



Brisbane Public Library



Berkeley Hillel

DESIGN APPROACH

OUR DESIGN PRINCIPLES

- Design spaces that our clients love and that fulfill their program and goals;
- Foster a collaborative design process, connecting design, building users and the wider community;
- Develop site specific designs with a strong sense of place—for Oakley Library and Community Center this means a thoughtfulness to its relationship to City Hall and Civic Center Park and incorporation of the Design Guidelines in the Downtown Specific Plan;
- Apply a sustainable design ethic that starts with a passive first approach that does not add to first costs but reduces operational costs and improves occupant comfort and City resilience.

Library Design—Relies on the success of the community's support combined with the Design-Build team's facilitation and focus. While we pride ourselves on our ability to design memorable community buildings that evoke a sense of place and set new standards for sustainable design, we realize that a project's ultimate success is determined by how well we respond to your specific library needs—organizational, financial, social, functional and technical—and that our work supports your own efforts to serve the population of Oakley. Because of this, our project approach puts great emphasis on the WCBI | S&S team collaborating with the City, Library, Friends of the Library and critical stakeholders in making sound decisions in the preliminary design phase, using funds prudently, and creating a library and community space that embodies your library service model and performs exceptionally well for many years. Our recent success in library design taught us the following lessons:

- Make it functional and flexible. Develop a preliminary design for the 28,000 sf library the City needs with a phased implementation approach to meet the current budget.
- Embed traditions and tell a story within the design to honor the community and create a building they will embrace.
- Create a well-organized plan to accommodate all of the varied spaces, collection and user groups.
- Design spaces to do double and triple duty—a wider hall can be both a circulation corridor and a space to sit, browse, and display art.
- Make the library work for the library staff—with ample storage, sightlines that make it easy to supervise, and a well-designed work room.
- Plan the connections through spaces so they are easily reconfigured by using movable furnishings, displays, and shelving for new uses over the life of the building.
- Connect outdoor space and associated adjacent indoor space.
- Create a great design and construction narrative for the library, one that captures the community's imagination and reflects their values.

COMMUNITY ENGAGEMENT AND PROCESS FACILITATION

As part of our Project Verification effort, we will work with Oakley's Library and Community Center leadership to outline a comprehensive engagement and review process for the project.

Key strategies that inform our approach include:

- Information Exchanges—Creating opportunities for participants to share their needs, aspirations, and local knowledge while we establish realistic expectations regarding project parameters including budget, code requirements, program elements, and schedule.
- Collaboration and Analysis—Facilitating collaborative sessions to develop and evaluate ideas against identified project goals, building trust while arriving at a preferred design approach that serves the community's vision.
- Feedback Loops—Establishing ongoing communication channels and regular updates to keep participants informed of project development, with structured input opportunities that are critical for keeping the project on track, especially during early design phases.With input with the project's leadership, we would establish a pattern of information exchange and reviews that could include the following components:



Workshop to garner feedback from community kids

Core Oakley Library Team (COLT)—Following our successful model from the Oakley Recreation Center and other community-serving public projects, we will establish a small project leadership group that meets regularly to keep the project on track. This team will include project directors and managers from the City, the Design-Build Team, and the City's consultant project management team.

Comprehensive Engagement Plan—Working with COLT, we will identify whom to engage, how to engage them, and when. This plan will address:

- Input from Contra Costa County Library, Oakley Library Staff, Friends of Oakley Library, local veterans groups, community-serving organizations, and the broader community
- Coordination with Building, Planning, Fire, and Police Departments
- Communication with neighbors, neighborhood and business associations, and the school district
- Review and approval processes with City Council, governing bodies, and reviewing agencies

Tailored Engagement Tools—We have developed a robust participation toolkit adapted for both virtual and in-person communication. Our tools include one-on-one interviews, focus group sessions, community design charrettes, online and app-based surveys, pop-up events, site tours, analysis mapping, and project presentations. Working with COLT during initial onboarding, we will customize an engagement program that best suits this project's parameters, requirements, and vision.

Strategic Approval Mapping — We will map out the complete approval process to ensure our engagement efforts feed directly into and support City Council, Contra Costa Library County Commission, and Planning Department work sessions and reviews, positioning the project for both political and regulatory success.



Pop-up at community events



UC Berkeley Dwight Childcare Center

PROGRESSIVE DESIGN-BUILD APPROACH

Woodland Construction Builders Inc. (WCBI) in association with Siegel & Strain Architects (S&S) proposes to deliver the New Oakley Library and Community Center within a progressive design-build model. This approach provides cost stability and an opportunity for the City and its residents to contribute significantly to set the project direction. We would welcome the opportunity to refine and adjust the delivery method to meet City needs and contracting requirements. Our process is notable for the following:

- WCBI's leadership tracking and managing the full budget and schedule for design and construction.
- Leverages WCBI's strong relationships with their subcontractor partners while providing competitive bids.
- S&S's proven design management, including client communications and coordination of consultants.
- Cost stability, as represented in a Targeted Maximum Price (TMP) in early design followed by a Guaranteed Fixed Price.
- A logical and transparent process for reconciliation of the City's budget with project goals, delivered along with clear graphics and narrative documentation of the results.

Verification Phase—Minimizes unknowns and integrate solutions so we can arrive at a reliable budget and project scope early in the project.

- Goal Setting—We would begin by setting clear and realistic goals with you for this project.
- Programming—We will work with the City, Contra Costa County Library, and a library programmer to define a program for the full library, ranking priority needs and potential overlapping uses to aid in development of a phased build-out. We will look at this in the context of City community services provided at other sites to better understand what can be accommodated at other sites.
- Community Engagement—We will work with the City to define the community engagement strategy that best aligns with the project needs.
- Budget Confirmation—The budget will define the first phase of build-out and must be aligned with program and current market conditions to ensure the Owner, Builder and Designer are starting on the same page.
- Financing Support—We will assist the City in putting together a financial team including a financial analyst like Economic & Planning Systems, Inc. and a grant advisor like California Connections to determine the most viable path forward to help close the gap between your budget and your dream library.
- Phasing Plan—Long-term phasing plan for the full library build-out.
- Schedule—We will develop a schedule that can serve as a roadmap to project completion.
- Existing Conditions Analysis—We will collect and review existing documents, produce topographic and boundary surveys, and perform geotechnical investigations.
- Permitting and Entitlements—We will establish the procedures, costs, schedule, and submittal requirements to secure approval for the project.



Oakley Civic Center Park



Oakley City Hall

Preliminary Design Phase—We will develop a community-informed conceptual design for the full, 28,000 sf library that takes future growth into consideration. The first phase of library construction will be advanced to a design development level. The design process will be executed in partnership with Woodland Construction Builders, Inc. incorporating cost, supply chain considerations, schedule, and constructability. The outcome of this process will be a Basis of Design (BOD) document that includes the Owner's requirements and the team's approach to meeting them. The BOD will incorporate both drawings and technical narrative developed by specialty consultants and engineers working with Siegel & Strain Architects, the Designer of Record.

Budgetary Schedule of Values and Target Maximum Price (TMP)—Based on the BOD and preliminary design, the team will develop a Budgetary Schedule of Values for the Construction Phase, and associated Target Maximum Price (TMP) to deliver the first phase build-out of the Oakley Library and Community Center. The TMP will include execution of design completion and construction and it will incorporate pricing from trade subcontractors and the services of architects, designers and engineers.

Design Completion & Construction Phase—During design completion, the team will advance documentation and acquire planning and building permit approvals. Technical design of Mechanical, Electrical, Plumbing (MEP) and Life Safety systems will be by trade subcontractors with peer review by the BOD designers. There will be frequent reviews with the City to ensure that the vision for the Library continues to meet the City's expectations. At the completion of the design phase, a final guaranteed fixed price Schedule of Values will be assembled reflecting the completed design. This guaranteed fixed price Schedule of Values will be balanced against the budgetary Target Maximum Price established earlier in the process. Upon City approval of the finalized Schedule of Values and scope of work for the construction phase, and issuance of permits, construction will commence.

Construction and close-out will be led by WCBI with ongoing review and input from S&S and continued peer review by BOD designers.



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PROJECT SCHEDULE

Below, we have provided estimated durations for the Oakley Library and Community Center. These timeframes are based on our current understanding without the benefit of review with the City and will be refined as the project becomes more clearly defined. Variables that might impact the ranges provided include phasing approach, community engagement strategy, and entitlements process. Our estimates align with the sequence of tasks outlined in our Project Approach, and we will provide more precise milestone dates as the project progresses.

Verification Phase ..... 2-3 months

- Goal & Programming
- Community Engagement Strategy
- Budget & Schedule
- Existing Conditions Analysis

Preliminary Design Phase ..... 4-6 months

- Design of entire site for full build-out to conceptual level
- Design of Phase 1 build-out to design development level
- Construction Cost Etimating
- Community Engagement Implementation
- Basis of Design

Budgetary Schedule of Values Phase ..... 1 month

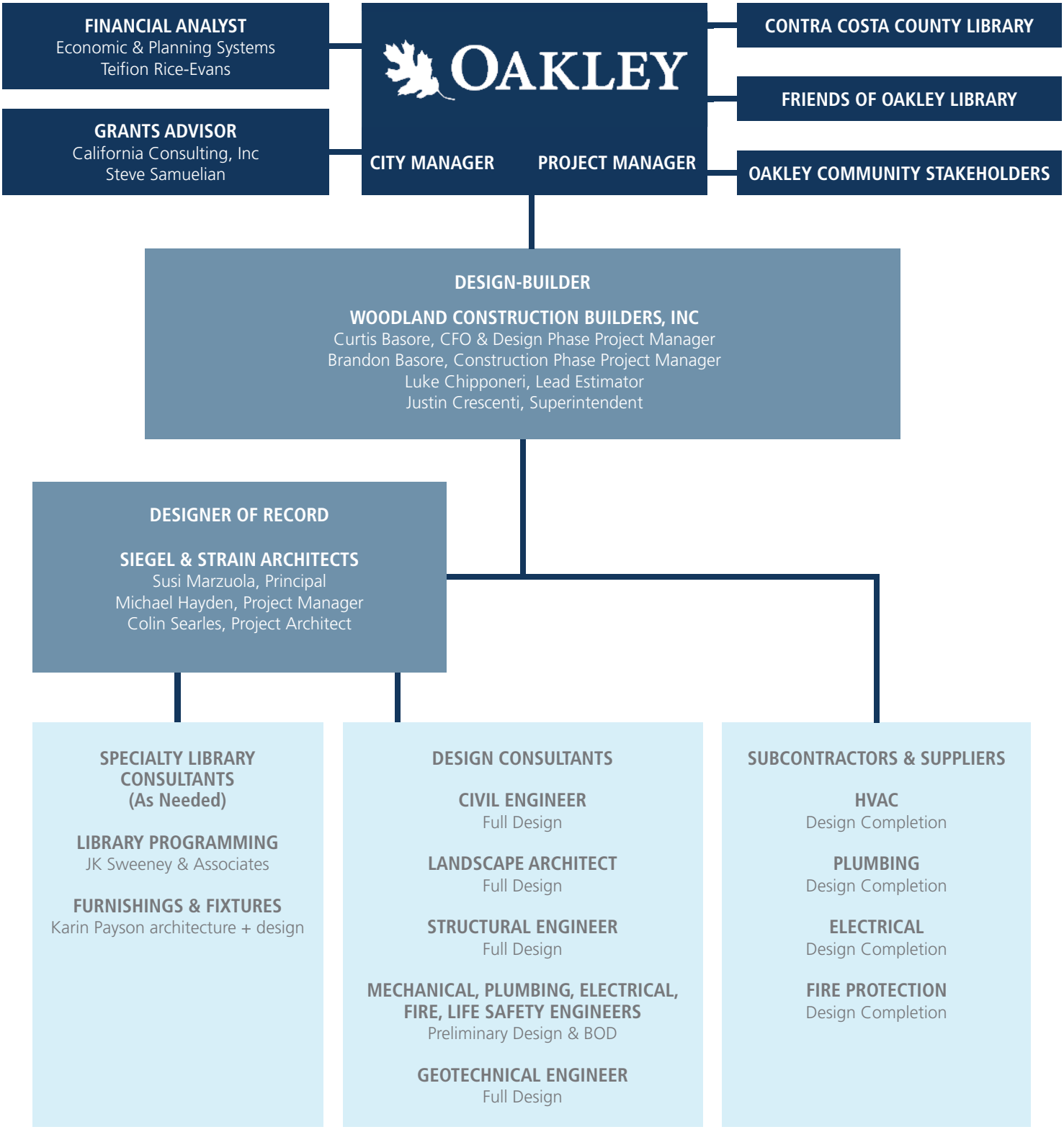
Design and Contracts Completion ..... 6-10 months

- Planning approvals
- Final Design
- Final Schedule of Values and Guaranteed Fixed Price
- Permitting

Construction and Close Out ..... 12 months

TOTAL ..... 25 to 32 months

TEAM ORGANIZATION CHART



WOODLAND CONSTRUCTION BUILDERS, INC.

DESIGN-BUILD GENERAL CONTRACTOR

Woodland Construction Builders, Inc. is a family-owned General Contracting company, serving California's Central Valley and San Francisco Bay Area region since 1979. For over 45 years, Woodland Construction Builders has been providing General Contracting services in multiple industry segments, including site development, retail, pharmacy, medical, dental, restaurant & food services, professional offices, industrial, tenant improvements, and building restorations.

From planning to completion, Woodland Construction Builders has the expertise and experience to get the job done right the first time. We've built our reputation on providing superior quality and service to our customers for over three decades. We will coordinate with architects, designers, contractors, sub-contractors, and all associated government entities, to provide an efficient, cost-effective, hassle-free construction project.

LOCATION: 4524 Salida Boulevard, Salida, CA 95368

PHONE: 209.545.1987

CONTACT PERSON: Curtis Basore, CFO/PM

LICENSE: #375135



Oakley Recreation Center



Oakdale Veterinary Clinic



Blackwater Engineering

RELEVANT PROJECT EXPERIENCE

Oakley Recreation Center - Oakley, CA
The Oakley Recreation Center represented a major investment by the city to meet the rapidly increasing needs of the community for places to gather and congregate. The building includes a large 4,152 sf dividable community room, a 1,117 sf commerical kitchen, recreation offices, and an outdoor patio. The site also includes large gathering areas and an athletic field.

Container Graphics Corporation Design-Build Project - Modesto, CA
This *Turnkey Design-Build project* consisted of renovating an existing industrial building to repurpose it as a 20,000 sf corrugate materials manufacturing plant and professional offices for Container Graphics Corporation's West Coast division. It consisted of developing a 12,000 sf manufacturing facility, as well as 8,000 sf of offices and staff facilities, as well as making some Civil/Site improvements.

Blackwater Engineering - Modesto, CA
Ground up construction and site work of a 7,500 sf, two-story professional office building. This office houses a wastewater engineering firm, and takes on a modern style with ACM exterior paneling and blue tinted storefront.

Legacy Athletic Center - Ripon, CA
Ground-up construction and site work of a 25,000 sf, two-story luxury gym. The center's design features draw from the high-end fitness centers in LA or SF Bay Area, blending a feel of modern design with ultra-high-end luxury finishes.

Oakdale Veterinary Group - Oakdale, CA
Ground-up construction and site work of an ultra-high-end veterinary hospital. The building is 13,000 sf, with the exterior imitating California's high-end Napa wineries and the interior housing a full-blown modern medical facility.

Ripon Family Physicians - Ripon, CA
Ground-up construction and site work for a 10,000 sf medical office. This project involved constructing the brand-new medical office for Ripon's largest medical facility, along with two additional suites to be built or leased out in the future.



PHOTOS: DAVID WAKELY

OAKLEY RECREATION CENTER

OAKLEY, CALIFORNIA

Designed for a variety of community events and recreation activities, the new one-story multi-use building includes a large 4,152 sf dividable community room with a performance stage, a 1,117 sf commercial kitchen and food storage area, recreation offices and conference space, restrooms, storage, mechanical and electrical spaces, and an outdoor patio. With a capacity of up to 800 people, the Recreation Center provides the space that was greatly needed for events that unite this fast-growing community.

The design creates a well-used and well-loved center that is an iconic marker on the street. A protected plaza on the north side provides a place to gather. Indoor spaces lead directly to outdoor spaces for the many events the center hosts for the multi-generational community. The parking area is carefully landscaped with pedestrian pathways to the Center and adjacent playing fields.

CONSTRUCTION: The Oakley Recreation Center blended integral construction assemblies of concrete, rough framing, and steel with refined finishes of standing seam barrel roofing, perforated prefinished aluminum panels, custom built-in cabinetry, automatic roller shades, and Nichiha fiber cement siding. The City was highly involved and integrated with our team with aligned goals of producing a building with durable and sustainable finishes selected by the design team to persevere through the years with a modern, timeless look. This gathering place of the community features an automatic accordion door in the multipurpose room to segment the spaces as needed for events. Additionally the site hosts a new ballpark, sustainable landscaping, and fencing to define and outline the exterior spaces.

TEAM

Curtis Basore, WCBI Project Manager
Wayne Flora, WCBI Lead Superintendent
Luke Chipponeri, WCBI Project Engineer
Susi Marzuola, S&S Principal
Michael Hayden, S&S Project Manager

CLIENT

City of Oakley

COST

$7.8 million

SIZE

9,500 sf on 6.5-acre site

STATUS

Completed 2019

SUSTAINABILITY FEATURES

- Sunscreens and window shading
- High-efficiency MEP systems
- FSC wood
- Low carbon building materials
- Healthy building materials low formaldehyde, and VOC

AWARDS AND CERTIFICATIONS

- American Public Works Association-National Public Works Project Award for Small Cities/ Rural Communities



LEGACY ATHLETIC CENTER

RIPON, CALIFORNIA

This 25,000 sf, two-story luxury gym's design draws from high-end fitness centers in LA and San Francisco, blending modern design with ultra-high-end luxury finishes. The fitness center houses two large open gym floors, an astro-turf area, and a unique room for pilates, yoga, boxing and group cycling. The gym also emphasizes recovery with a state-of-the-art sauna, steam room and recovery room. Outdoor facilities include pickleball, basketball and a 2,000 sf patio event center. The owners utilized furnishing from a variety of unique sources, including wall features composed of Himalayan salt blocks and the fitness equipment built in Italy.

CONSTRUCTION: The client had an existing facility in Manteca with a lease that was terminating in less a year from the groundbreaking of the new facility, with hundreds of active members engaged in the atmosphere and community. The new center sought to blend premium equipment with modern aesthetics without sacrificing timeline and staying on budget. A solar array with battery backup and electric vehicle chargers were required by the local jurisdiction prior to allowing occupancy. Many finishes were not fully selected until several months into construction. WCBI played a key role in facilitating client interaction with various suppliers and updating construction costs following formal selection and integrating new subcontractors into our existing schedule without sacrificing time or quality. At one point the elevator was not quite ready for use and the equipment was coming and could not be delayed as time was of the essence. WCBI coordinated removing and reinstalling upper windows in collaboration with our client, subcontractors, our team, and third party vendors speaking to our collaborative nature and flexibility in providing effective solutions to time-sensitive matters.

TEAM

Luke Chipponeri, WCBI Project Manager
Brandon Basore, WCBI Superintendent
Jim Carr, WCBI Superintendent
Daniel Salazar, WCBI Associate Superintendent

CLIENT

Legacy Athletic Center, Michelle Petlansky

STATUS

Completed Oct. 2024

SIZE

25,300 sf on 2-acre site

SUSTAINABILITY FEATURES

- Photovoltaic system with battery backup
- EV chargers
- MWELO compliant landscaping system
- Title 24 compliant mechanical & lighting systems

CURTIS BASORE

CFO & DESIGN PHASE PROJECT MANAGER

Curtis Basore graduated from Cal Poly in 1993 with an engineering degree, and successfully led teams of engineers to complete multiple large-scale projects in the biotech and food/beverage industries for Johnson & Johnson, Chiron Corporation, and E&J Gallo Winery. Curtis joined Woodland Construction in 2005, bringing his project management experience, and a proactive problem-solving approach. Curtis quickly adapted to the construction industry and has since developed and streamlined our estimating and project management systems, and provides strong leadership skills throughout the organization. Curtis has personally acted as Construction Superintendent for multiple ground-up retail projects, and has acted as Estimator and Project Manager for many additional ground-up Walgreens projects, Tractor Supply Co. projects, multiple medical offices, dental offices, professional offices, and food/beverage projects, and industrial construction projects over the past 20 years.

TOTAL YEARS EXPERIENCE: 32

YEARS WITH FIRM: 19

Registration

CA State FE Engineering Certification (XE099859)

Education

Bachelor of Science, Electrical Engineering, California Polytechnic State University, San Luis Obispo

Professional & Civic Affiliations

Member IEEE & Tau Alpha Pi Honor Society

SELECT PROJECT EXPERIENCE

Oakley Recreation Center, Oakley, CA
Design of a new 9,500 sf community recreation center for the City of Oakley, which includes a large flexible multi-purpose room, performance stage, kitchen, administrative offices and meeting spaces. Site improvements include outdoor gathering spaces and athletic fields.

Container Graphics Corporation Design-Build Project, Modesto, CA
This *Turnkey Design-Build* project consisted of renovating an existing industrial building to repurpose it as a 20,000 sf corrugate materials manufacturing plant and professional offices for Container Graphics Corporation's West Coast division. It consisted of developing a 12,000 sf manufacturing facility, as well as 8,000 sf of offices and staff facilities, as well as making some Civil/Site improvements.

Oakdale Veterinary Group, Oakdale, CA
Ground-up construction and site work of an ultra-high-end veterinary hospital. The building is 13,000 sf, with the exterior imitating California's high-end Napa wineries and the interior housing a full-blown modern medical facility.

Blackwater Engineering, Modesto, CA
Ground-up construction and site work of a 7,500 sf, two-story professional office building. This office houses a wastewater engineering firm, and takes on a modern style with ACM exterior paneling and blue tinted storefront.

Escalon Presbyterian Church, Escalon, CA
WCBI has performed many projects at this church complex over the last several years. The first of which was their new Centennial Hall building which is a multipurpose building for their community hosting a large banquet area, restrooms, stained concrete floors, and full kitchen system. Various value engineering alternatives were explored and selected including light fixtures and door hardware for cost savings while continuing to have the design features honored. A new entry lobby was constructed at the existing sanctuary creating a gathering place before entering the sanctuary for services.

Retail/Corporate projects:
- 6 ground-up Walgreens projects
- 3 Tractor Supply Company projects
- Multiple fueling stations with retail shops/restaurants
- 4 Mister Car Wash facilities
- Multiple Starbucks restaurants
- Walgreens Take Care clinics

BRANDON BASORE

CONSTRUCTION PHASE PROJECT MANAGER

Brandon began working for Woodland Construction part-time while earning a Bachelors of Science degree from Cal Poly in Business Administration, and has performed various functions over the past 10+ years including hands-on construction, estimating, project management, and site supervision. Before transitioning to a project management role, Brandon has personally managed the on-site construction supervision of 12 projects with Woodland, including the ground-up Escalon Presbyterian multipurpose facility, Turlock Yosemite Farm Credit Administration Building, a Union 76 fueling station and Starbucks, and a Mister Car Wash. Over the last several years, Brandon has had the lead role in managing the ground-up construction of over a dozen projects, including a Mister Car Wash facility, multiple Starbucks, a Circle K fueling station and other commercial and industrial projects in this range.

TOTAL YEARS EXPERIENCE: 13

YEARS WITH FIRM: 13

Education

Bachelor of Science, Business Administration, California Polytechnic State University, San Luis Obispo, CA

SELECT PROJECT EXPERIENCE

Legacy Athletic Center, Ripon, CA
Ground-up construction and site work of a 25,000 sf, two-story luxury gym. The center's design features draw from the high-end fitness centers in LA or SF Bay Area, blending a feel of modern design with ultra-high-end luxury finishes.

Blackwater Engineering, Modesto, CA
Ground-up construction and site work of a 7,500 sf, two-story professional office building. This office houses a wastewater engineering firm, and takes on a modern style with ACM exterior paneling and blue tinted storefront.

Oakdale Veterinary Group, Oakdale, CA
Ground-up construction and site work of an ultra-high-end veterinary hospital. The building is 13,000 sf, with the exterior imitating California's high-end Napa wineries and the interior housing a full-blown modern medical facility.

Ripon Christian Classrooms, Ripon, CA
New construction project at the back of an existing campus that needed to be completed within six months from breaking ground. There was an existing PG&E electrical line running underground through the site. Because of this complexity, we coordinated early and often with the utility vendor to mitigate any down time through the disconnect and reconnecting process. The building consisted of new restrooms, classrooms with acoustic sound boards for noise mitigation, and a storage room to house supplies. Additionally, modifications to perimeter fencing, concrete, and landscaping were implemented to provide a seamless addition of a new building that was incorporated in such fashion that it appeared it was always there. This was accomplished through matching the roofing, paint, windows, doors and exterior finishes of the existing campus and coordinating with the clients.

Escalon Presbyterian Church, Escalon, CA
WCBI has performed many projects at this church complex over the last several years. The first of which was their new Centennial Hall building which is a multipurpose building for their community hosting a large banquet area, restrooms, stained concrete floors, and full kitchen system. Various value engineering alternatives were explored and selected including light fixtures and door hardware for cost savings while continuing to have the design features honored. A new entry lobby was constructed at the existing sanctuary creating a gathering place before entering the sanctuary for services.

LUKE CHIPPONERI

LEAD ESTIMATOR

Luke joined Woodland Construction in 2015, and manages the Bidding and Estimating functions, as well as multiple project administration tasks. He earned his Bachelor's of Science degree in Biology with the Concentration in Molecular, and Microbial Biology from CSU Stanislaus in May of 2020 while working full time at Woodland Construction. Luke also has acted as Project Manager on several projects ranging from retail to medical, and assists with various project management functions throughout the organization.

TOTAL YEARS EXPERIENCE: 10

YEARS WITH FIRM: 10

Education

Bachelor of Science, Microbiology, California State University, Stanislaus, Turlock, CA

SELECT PROJECT EXPERIENCE

Oakley Recreation Center, Oakley, CA
Design of a new 9,500 sf community recreation center for the City of Oakley, which includes a large flexible multi-purpose room, performance stage, kitchen, administrative offices and meeting spaces. Site improvements include outdoor gathering spaces and athletic fields.

Legacy Athletic Center, Ripon, CA
Ground-up construction and site work of a 25,000 sf, two-story luxury gym. The center's design features draw from the high-end fitness centers in LA or SF Bay Area, blending a feel of modern design with ultra-high-end luxury finishes.

Ripon Family Physicians, Ripon, CA
Ground-up construction and site work for a 10,000 sf medical office. This project involved constructing the brand-new medical office for Ripon's largest medical facility, along with two additional suites to be built or leased out in the future.

Golden Valley Health Centers, Manteca, CA
Tenant improvement with dental and optical departments and parking lot improvements. 11,000 sf improvement including full dental chairs and cabinetry coordination with third party vendor, concrete moisture mitigation system, acoustical systems, and fast-track schedule. Weekly reporting and conference calls with client and design team, reporting summary of meeting minutes, and updated schedules tracking timeline.

Sierra West Airlines Offices, Oakdale, CA
Tenant improvement consisting of converting a cold shell building of 9,000 sf into a commercial office with luxury vinyl flooring, restrooms, exposed ceilings, interior storefront assemblies and custom millwork. Worked with clients through finish selection and compiled cost adjustments as required.

Tri Counties Bank Tenant Improvements, Modesto, CA
Project involved over 2000 sf of demolition of existing interior walls and finishes, adding a break room, installing cubicles, and suspended circular light gage metal suspended ceiling feature and glass walled conference room. Project was integral into the mechanical system of the larger parent building requiring coordination among the vendors, end user, and commercial leasing agent to provide conditioned space.

JUSTIN CRESCENTI

SUPERINTENDENT

Justin began working for Woodland Construction in 2017, learning the process while performing hands-on tasks for a few years. In 2020, he ran his first project as a construction superintendent, a ground-up retail building in Modesto. Since then, he has supervised over 15 additional construction projects, and has become Woodland's lead superintendent.

TOTAL YEARS EXPERIENCE: 8

YEARS WITH FIRM: 8

Education

Associate of Science, Business
Modesto Junior College, Modesto, CA

SELECT PROJECT EXPERIENCE

Ripon Family Physicians, Ripon, CA

Ground-up construction and site work for a 10,000 sf medical office. This project involved constructing the brand-new medical office for Ripon's largest medical facility, along with two additional suites to be built or leased out in the future.

California Urgent Care, Modesto, CA

Ground-up medical facility with custom casework, stone countertops, and Geolam suspended ceiling features. The exterior facade was designed to blend with the adjacent building style while maintaining modern finishes. This project involved coordinating and installing utility stubs for future connections to another 10,000 sf facility down the line. As such many utilities were upsized with the first phase of construction and coordinated to stub onto the future parcel for connection later. Additionally, this project bid several times and went through several redesigns to bring the project within budget for the client while still maintaining the core values of the project.

Retail/Corporate projects:

- Multiple fueling stations with retail shops/restaurants
- 3 Mister Car Wash facilities
- 1 Tractor Supply Company project
- Multiple Starbucks restaurants

SIEGEL & STRAIN Architects

SIEGEL & STRAIN ARCHITECTS
DESIGNER OF RECORD

Siegel & Strain Architects is an innovative design firm recognized nationally for civic, institutional and sustainable projects. Our deep sustainable design knowledge is evidenced by award-winning projects demonstrating a wide variety of ecological building practices and construction types. We employ a research and program-driven approach and a highly collaborative and participatory process in our work, methods that are well suited for crafting a community-wide vision and concept for projects. Sustainable design is woven throughout our design process. As a result our buildings and related site and landscape improvements are responsive to their natural and built context, climate, and use.

Our civic projects are varied – city halls, libraries, community centers, visitor centers, fire and police stations, emergency operation centers, and schools, many of which are historic, all of which are green. Our services range from master planning and design of new facilities to adaptive re-use of existing buildings to rehabilitation of historic buildings.

LOCATION: 6201 Doyle Street, Suite B
Emeryville, CA 94608
PHONE: 510.547.8092 x 105
CONTACT PERSON: Susi Marzuola



Brisbane Public Library



Portola Valley Town Center



Martin Luther King Jr. Youth Services Center

RELEVANT PROJECT EXPERIENCE

Brisbane Public Library, Brisbane, CA
Design and construction of a new 7,600 sf library located in the heart of the City's commercial district. The project includes flexible community spaces, maker space, an outdoor patio, and a showcase of sustainable water reuse practices.

Yountville Town Center & Library, Yountville, CA
Master planning and design of a new facility with a branch library, multi-purpose room, teen center, meeting and program spaces. Emissions-reducing strategies include optimization of daylighting, natural ventilation, photovoltaic array, and ground-sourced heat pump.

Portola Valley Town Center, Portola Valley, CA
Master planning through a public participatory process, workshops focusing on the program, opportunities and constraints, and sustainable design goals on this 11-acre parcel in 22,000 sf of new buildings including a Library, Town Hall, and Community Hall.

Oakley Recreation Center, Oakley, CA
Design of a new 9,500 sf community recreation center for the City of Oakley, which includes a large flexible multi-purpose room, performance stage, kitchen, administrative offices and meeting spaces. Site improvements include outdoor gathering spaces and athletic fields.

City of Berkeley Martin Luther King Jr. Youth Services Center, Berkeley, CA
Renovation and addition of a 1950s building that hosts the City's after school and summer programs for teens and young adults. The project includes electrification and envelope upgrades to align with the City's Green Building Codes as well as an immediate occupancy seismic upgrade to serve as a resiliency center.

Boys & Girls Clubs of San Leandro, San Leandro, CA
Renovation of existing 1960s building. Interiors were modernized with all new technology, healthful building materials, high-efficiency building systems, optimized daylighting and natural ventilation. Continued phased implementation of solar system, teen cafe addition, and office renovations that could not fit within the initial project budget.

On-call Contracts:
- City of Alameda, since June 2025
- City of Berkeley, since Feb. 2019
- City of Brisbane, since April 2022
- Mendocino County Libraries, since Jan. 2025
- Sonoma County Libraries, since May 2023



PHOTOS: CÉSAR RUBIO

BRISBANE PUBLIC LIBRARY

BRISBANE, CALIFORNIA

The newly completed 7,360 SF Brisbane Library is located in the heart of the City's commercial district. The building is imagined to be both unique in its connection to the outdoors and San Bruno Mountain, while simultaneously fitting in well with the scale and proportions of the streetscape. The Brisbane community knew what they wanted in their new library: a place of belonging and connection, where they could be alone in public, yet still have chance encounters with neighbors old and new. They asked that the building both fit in and stand out, have a civic presence, and offer welcoming spaces to be indoors and out.

NATURALLY DAYLIT INTERIORS: The interior spaces are thoughtfully designed to bathe in natural daylight, offering a welcoming environment that functions as the community's central gathering space.

ADAPTABLE TO COMMUNITY NEEDS: Whether it's finding a cozy spot to enjoy a book or engaging in learning and social interactions, the library's versatile layout caters to evolving technological trends and the ever changing needs of the community.

FLEXIBLE USE OF SPACE: The flexible community room serves as a part of the library during regular hours and can be repurposed to serve the City's needs during off-hours. This multipurpose space can be partitioned into smaller program areas or expanded internally and onto the outdoor patios, creating a larger area for gatherings and events.

TEAM
Susi Marzuola, S&S Principal
Karen Richards, S&S Project Manager
Karin Payson a+d, Associate Architect

CLIENT
City of Brisbane

COST
$6.5 million

SIZE
7,630 sf on 0.3-acre site

STATUS
Completed April 2021

SUSTAINABILITY FEATURES
- 63% interior and exterior water reduction
- All electric building, photovoltaic ready
- Energy Use Intensity of 29 kBtu/sf-yr
- 76% of regularly occupied spaces are daylit
- High performance building envelope
- Healthy materials with high-recycled content

AWARDS AND CERTIFICATIONS
- LEED Silver Equivalent
- AIA SF 2022 People's Choice Award



PHOTOS: CÉSAR RUBIO

PORTOLA VALLEY TOWN CENTER

PORTOLA VALLEY, CALIFORNIA

The Portola Valley Town Center, in the foothills of the Santa Cruz Mountains, weaves together oak woodlands, playing fields and new buildings into a civic center designed around the town's bucolic goals: compliment the natural beauty of the landscape in the most sustainable way possible. The design and placement of the buildings meet the functional needs of the town while respecting the landscape and the town's simple elegant aesthetic. This mutual respect, between the built and the un-built, the formal and the informal, is central to the ideals of the Town and helped shape the design.

CONNECTION TO NATURE: The building complex is tucked between a redwood grove, an old walnut orchard, and a newly restored creek that symbolically and literally completes the connection between the town, the new town plaza, and nature. The site plan reflects the community's commitment to open space in all its forms and creates a variety of flexible outdoor spaces.

COMMUNITY ENGAGEMENT: The community was very involved throughout the design process and raised 80% of the funding through private donations. The inclusive and open design process-based on truly reflecting the residents' input and exemplifying the best stewardship ideals of the town was central to the success of the project.

CREATION OF A COMMUNITY HUB: By combining the various programmatic elements – sports fields and native landscape with community hall, library, and town administrative offices, the design provides a venue for all the public activities of the Town. This combination is emblematic of the way the Town functions and allowed us to reduce the buildings' footprint by 20%.

TEAM
Susi Marzuola, S&S Principal
Michael Hayden, S&S Project Manager
Goring & Straja, Associate Architect

CLIENT
Town of Portola Valley

COST
$13.3 million

SIZE
22,000 sf on 11-acre site

STATUS
Completed 2008

SUSTAINABILITY FEATURES
- Salvaged materials and reclaimed lumber
- Low carbon building materials
- Sunscreens and natural daylighting
- Natural ventilation
- Photovoltaic system

AWARDS AND CERTIFICATIONS
- LEED Platinum
- AIA COTE Top Ten Green Projects Award
- AIA CC Merit Award & Savings by Design Honor Award
- Acterra Sustainable Built Environment



PHOTOS: DAVID WAKELY

YOUNTVILLE COMMUNITY CENTER & LIBRARY

YOUNTVILLE, CALIFORNIA

In 1998 the Town of Yountville embarked on a master planning process that envisioned a new sustainably designed center located in the middle of town where Yountville residents could meet, learn, play and celebrate. Through intensive community participation the project was completed in 2009, and has since become the heart of a vibrant community. The new center creates a focal point and serves as a shared living room for the community. Trails, sidewalks, and bike paths weave through the center providing connections to surrounding neighborhoods and main street activities. The new building houses a branch library, multi-purpose room, meeting rooms, and program spaces.

COMMUNITY CONNECTION: The new building is set back from the street to create a Town Square framed on either side by the existing Community Hall and Post Office. The new Town Square is designed as both a civic venue for gatherings and a place for chance encounters with friends and neighbors. Interior rooms are connected by sliding doors so spaces can be contracted and expanded as needed.

CONTEXTUAL DESIGN: Building materials were selected and detailed to minimize life-cycle impacts and to blend with the rural architectural character. Buildings are clad in durable and highly recycled materials such as prefinished cement-fiber shingles and standing-seam metal roof. Porches and entrances are constructed with regionally harvested western red cedar.

TEAM
Susi Marzuola, S&S Principal

CLIENT
Town of Yountville

COST
$9.6 million

SIZE
21,000 sf on 2.5-acre site

STATUS
Completed Nov. 2009

SUSTAINABILITY FEATURES
- Ground source heating and cooling system
- Predicted energy use reduction of 50%
- Low-carbon building materials
- Efficient lighting and daylighting
- Innovative water-conserving landscape

AWARDS AND CERTIFICATIONS
- LEED Platinum Equivalent
- AIA SF Energy & Sustainability Citation Award
- AIA EB Architecture Citation Award
- CA Woodworks Green Building Design Award
- AIA CA Savings by Design Award of Honor



PROPOSED INTERIORS

MARINA BRANCH LIBRARY

SAN MATEO, CALIFORNIA

This project began as a technical problem—the 1960s-era branch library, located on Seal Slough, was experiencing significant structural settlement. Siegel & Strain was hired to conduct a building condition assessment, and once a structural solution was identified, the design team and the City realized the opportunity to create a more community-oriented, 21st century library for the neighborhood. Our scope was expanded to include programing, full architectural services and interior design. Working with the Deputy City Librarian and branch staff, the collection was revised to align with current library practices, and the space was re-designed to serve the needs of the local community including a dedicated teen space, increased area for casual browsing and gathering, and a flexible children's area with expanded capacity for story time and other public presentations.

CONNECTION TO NATURE: The original mid-century design capitalizes on the waterfront views and natural daylight. An existing non-conforming deck was demolished, and a new deck, with an accessible path from both the interior and exterior, was provided to maintain an outdoor space for gathering and meet the programmatic needs of the library. Invasive plants along the slough were replaced with native, drought tolerant landscaping.

TEAM
Marjorie Smith, S&S Principal
Colin Searles, S&S Project Manager

CLIENT
City of San Mateo

COST
$5.4 million

SIZE
5,500 sf on 0.6-acre site

STATUS
Started construction June 2025

SUSTAINABILITY FEATURES
- Conversion to all-electric mechanical and plumbing systems
- Aerosol applied air-sealing for reduced energy consumption
- Drought tolerant and low water consumption landscaping
- Above-deck roof insulation decreasing overall energy demands
- Low VOC and high recycled content finishes



SUSI MARZUOLA, AIA, LEED AP BD+C

PRINCIPAL IN CHARGE

Susi focuses her considerable energy on the design of projects that are rooted in place and community, marry vision to design solutions, capture imagination, and achieve the highest levels of performance. Susi enjoys collaborating on master planning efforts, mission-based projects, educational and community-serving facilities which engage her participatory design and creative problem-solving skills. She has taught at UC Berkeley, and has been active in community service for local public and non-profit organizations. Susi particularly enjoys collaborating with clients and stakeholder groups to understand their vision and create design solutions that deeply resonate with their communities.

SIEGEL & STRAIN Architects

TOTAL YEARS EXPERIENCE: 42

YEARS WITH FIRM: 21

Registration

Registered Architect, California (C22905)

LEED Accredited Professional BD+C, USGBC

Education

Master of Architecture,
University of California, Berkeley

International Laboratory for Architecture and Urban Design, Siena, Italy

Bachelor of Arts, Architecture,
Washington University, St. Louis, MO

Professional & Civic Affiliations

American Institute of Architects

United States Green Building Council (USGBC)

AIA East Bay / UCB College of Environmental Design Joint Lecture Committee Chair

Member, Berkeley Electrification Group, a collaboration between City of Berkeley and the Ecology Center, Berkeley, CA

Past President and Board Member, American Institute of Architects, East Bay Chapter

Languages Spoken

Spanish

SELECT PROJECT EXPERIENCE

Brisbane Public Library, Brisbane, CA
Design and construction of a new 7,600 sf library located in the heart of the City's commercial district. The project includes flexible community spaces, maker space, an outdoor patio, and a showcase of sustainable water reuse practices. *LEED Silver equivalent project.*

Yountville Town Center & Library, Town of Yountville, CA
Master planning and design of a new facility with a branch library, multi-purpose room, teen center, meeting and program spaces. Emissions-reducing strategies include optimization of daylighting, natural ventilation, photovoltaic array, and ground-coupled heat pumps for heating and cooling. *LEED Platinum equivalent project.*

Portola Valley Town Center, Portola Valley, CA
Master planning through a public participatory process, workshops focusing on the program, opportunities and constraints, and sustainable design goals on this 11-acre parcel in 22,000 sf of new buildings including a Library, Town Hall, and Community Hall. *LEED Platinum certified.*

Mill Valley Public Library, Mill Valley, CA (while at TGH Architects)
Renovation and upgrades to the existing Mill Valley Public Library and an addition which included a new children's reading room, a fiction stacks area, and a community room.

Berkeley Civic Center Vision Plan and Design Concept, Berkeley, CA
A master planning effort to advance a community vision, design concepts and implementation plan for Berkeley's Civic Center area, transforming it into an urban oasis and a center for civic and cultural life. Public outreach efforts included engagement with over 700 participants.

Oakley Recreation Center, Oakley, CA
Design of a new 9,500 sf community recreation center for the City of Oakley, which includes a large flexible multi-purpose room, performance stage, kitchen, administrative offices and meeting spaces. Site improvements include outdoor gathering spaces and athletic fields.

Berkeley Tuolumne Camp, Tuolumne County, CA, for the City of Berkeley
This 30-acre camp was destroyed in the 2013 Rim Fire. Working with 20 consultants, Siegel & Strain designed approximately 100 structures – dining and recreation halls, camp office, a child care facility, staff and camper tent cabins, and bathrooms – totaling 40,000 sf plus utilities, infrastructure improvements, vehicular circulation, and pedestrian trails and paths.



MICHAEL HAYDEN, AIA, ASSOCIATE DBIA

PROJECT MANAGER, DIRECTOR OF TECHNICAL PRACTICE

Michael Hayden is an experienced architect who has served as Senior Project Manager and Designer for numerous projects over the years, many of which have received awards for sustainable design and design excellence. Michael is a key team member on Siegel & Strain's most prominent agency projects. He has over 25 years of experience managing public bid projects, directing construction documentation, coordinating consultants and negotiating with general contractors. Michael has extensive experience in quality control, document organization, building envelope detailing, and he is leading the effort for staff mentorship in these areas.

SIEGEL & STRAIN Architects

TOTAL YEARS EXPERIENCE: 29
YEARS WITH FIRM: 25

Registration

Registered Architect, California (C33536)

Education

Bachelor of Architecture
California College of the Arts, Oakland, CA

Professional & Civic Affiliations

American Institute of Architects
Design-Build Institute of America

SELECT PROJECT EXPERIENCE

Oakley Recreation Center, Oakley, CA
Design of a new 9,500 sf community recreation center for the City of Oakley, which includes a large flexible multi-purpose room, performance stage, kitchen, administrative offices and meeting spaces. Site improvements include outdoor gathering spaces and athletic fields.

Jess S. Jackson Sustainable Winery Building, University of California, Davis, CA
Design/Build project designed to be zero net-energy and water, the first of its kind on US university campuses. The metal building structure utilized design strategies maximize energy savings. Outfitted with future adaptibility features: radiant tubing for cooling system, ducting to be used with a rock bed and roof area for concentrating solar system. *Zero-net energy.*

Portola Valley Town Center, Portola Valley, CA
Master planning through a public participatory process, workshops focusing on the program, opportunities and constraints, and sustainable design goals on this 11-acre parcel in 22,000 sf of new buildings including a Library, Town Hall, and Community Hall. *LEED Platinum certified.*

McClellan Ranch Preserve Environmental Education Center, Cupertino, CA
Master planning of nature and rural park preserve and design of new environmental education center housing indoor and outdoor classroom gathering spaces.

Orinda City Hall, City of Orinda, CA
New city hall master plan, design and construction using high-performance energy efficient systems. *LEED Gold.*

Union Sanitary District New Campus Building, Union City, CA
Programming, workshop facilitation, and full architectural services for a new headquarters that consolidates administration, laboratory and maintenance into one facility as part of a treatment plant upgrade.

National Environmental Science Center, Yosemite National Park, CA
Master planning and design of campus complex for NatureBridge and National Park Service. The new 17-building center weds the latest green design and energy concepts with the site's inherent attributes to provide an interactive model of sustainability for program participants.



COLIN SEARLES, AIA

PROJECT ARCHITECT

Colin Searles has led project coordination through all phases of design, from programming to construction administration, bringing a high attention to detail along every step of the process. He has extensive experience working within difficult site constraints, finding design solutions that highlight the surrounding landscape and enhance the user experience. Colin is currently working on three public library projects in the Bay Area, as well as a new visitor center at the Cottonwood entrance to Joshua Tree National Park.

SIEGEL & STRAIN Architects

TOTAL YEARS EXPERIENCE: 10
YEARS WITH FIRM: 8

Registration

Registered Architect, California (C40091)

Education

Master of Architecture,
University of California, Berkeley

Bachelor of Arts, History,
University of California, Los Angeles

Honors: Phi Beta Kappa

Professional & Civic Affiliations

American Institute of Architects

Member, AIA East Bay

SELECT PROJECT EXPERIENCE

Marina Branch Library, San Mateo, CA
Renovation of a 1960s era branch library, located along the SF Bay, including mitigating significant structural settlement. Renovation focused on energy savings, including upgrades to MEP systems, as well as new insulation and modern glazing. Programming was re-envisioned to include a dedicated teen space, increased area for casual browsing and gathering, and a flexible children's area with expanded capacity for story time and other public presentations.

Rincon Valley Regional Library, Santa Rosa, CA
Interior renovation of the existing 15,000 square foot library to refresh finishes and furnishings, provide dedicated teen and maker spaces, integrate new technologies, improve acoustics, and renovate restroom facilities. The project is currently in the design development phase.

Novato Library, Novato, CA
Renovation of 1960s Marin County Free Library branch to address waterproofing issues, update mechanical and lighting systems, improve workroom and office functions, and renovate restroom facilities. The project is currently in the programming and budget confirmation phase.

Berkeley Tuolumne Camp, Tuolumne County, CA, for the City of Berkeley
This 30-acre camp was destroyed in the 2013 Rim Fire. Working with 20 consultants, Siegel & Strain designed approximately 100 structures – dining and recreation halls, camp office, a child care facility, staff and camper tent cabins, and bathrooms – totaling 40,000 sf plus utilities, infrastructure improvements, vehicular circulation, and pedestrian trails and paths.

Cottonwood Visitor Center, Joshua Tree National Park, CA
Comprehensive design of a new visitor center in the Cottonwood District of Joshua Tree National Park, and rehabilitation of a Historic Ranger Station. The project also includes expanded parking facilities and an interpetive plaza and trail network. Cottonwood is the primary visitor intercept station for visitors entering the park from the south and has experienced significant visitation increases and growing numbers of visiting school and tour groups.

REFERENCES



Legacy Athletic Center

WOODLAND CONSTRUCTION BUILDERS, INC.

Kipp Magnussen, DVM
Owner
Standiford Veterinary Hospital
T | 209.470.0569
E | k.l.magnussen1@gmail.com

Michele Petlansky
Owner
Legacy Athletic Center
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E | michelepetlansky@gmail.com

Phil Grams
Athletic Director
Ripon Christian Schools
T | 916.412.3970
E | pgrams@rcschools.com



Brisbane Public Library

SIEGEL & STRAIN ARCHITECTS

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Karen Cornejo
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E | kcornejo@cityofsanmateo.org

Scott Ferris
Director of Parks, Recreation & Waterfront Department
City of Berkeley
T | 510.981.6700
E | sferris@cityofberkeley.info


woodland
CONSTRUCTION BUILDERS INC
SIEGEL & STRAIN Architects

RESOLUTION NO. XX-25

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OAKLEY APPROVING AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE DESIGN-BUILD AGREEMENT'S WITH WOODLAND CONSTRUCTION BUILDERS, INC. FOR THE DESIGN AND CONSTRUCTION OF THE NEW OAKLEY LIBRARY AND COMMUNITY CENTER PROJECT

BE IT RESOLVED by the City Council of the City of Oakley approves the attached Design-Build Agreement's with Woodland Construction Builders, Inc. for the design and construction of the new Oakley Library and Community Center, and authorizes the City Manager to execute the Agreement's on its behalf.

PASSED AND ADOPTED by the City Council of the City of Oakley this 23rd day of September 2025 by the following vote.

AYES:
NOES:
ABSTENTION:
ABSENT:

APPROVED:

_____
Shannon Shaw, Mayor

ATTEST:

_____
Kim Snodgrass, City Clerk

_____
Date

Progressive Design-Build Agreement



Design-Build Institute of America - Contract Documents

LICENSE AGREEMENT

By using the DBIA Contract Documents, you agree to and are bound by the terms of this License Agreement.

1. **License.** The Design-Build Institute of America ("DBIA") provides DBIA Contract Documents and licenses their use worldwide. You acknowledge that DBIA Construction Documents are protected by the copyright laws of the United States. You have a limited nonexclusive license to: (a) Use DBIA Contract Documents on any number of machines owned, leased, or rented by your company or organization; (b) Use DBIA Contract Documents in printed form for bona fide contract purposes; and (c) Copy DBIA Contract Documents into any machine-readable or printed form for backup or modification purposes in support of your permitted use.
2. **User Responsibility.** You assume sole responsibility for the selection of specific documents or portions thereof to achieve your intended results, and for the installation, use, and results obtained from the DBIA Contract Documents. You acknowledge that you understand that the text of the DBIA Contract Documents has important legal consequences and that consultation with an attorney is recommended with respect to use or modification of the text. You will not represent that any of the contract documents you generate from DBIA Contract Documents are DBIA documents unless (a) the document text is used without alteration or (b) all additions and changes to, and deletions from, the text are clearly shown.
3. **Copies.** You may not use, copy, modify, or transfer DBIA Contract Documents, or any copy, modification, or merged portion, in whole or in part, except as expressly provided for in this license. Reproduction of DBIA Contract Documents in printed or machine-readable format for resale or educational purposes is expressly prohibited. You will reproduce and include DBIA's copyright notice on any printed or machine-readable copy, modification, or portion merged into another document or program.
4. **Transfers.** You may not transfer possession of any copy, modification, or merged portion of DBIA Contract Documents to another party, except that a party with whom you are contracting may receive and use such transferred material solely for purposes of its contract with you. You may not sublicense, assign, or transfer this license except as expressly provided in this Agreement, and any attempt to do so is void.
5. **Term.** The license is effective for one year from the date of purchase. DBIA may elect to terminate it earlier, by written notice to you, if you fail to comply with any term or condition of this Agreement.
6. **Limited Warranty.** DBIA warrants the electronic files or other media by which DBIA Contract Documents are furnished to be free from defects in materials and workmanship under normal use during the Term. There is no other warranty of any kind, express or implied, including, but not limited to the implied warranties of merchantability and fitness for a particular purpose. Some states do not allow the exclusion of implied warranties, so the above exclusion may not apply to you. This warranty gives you specific legal rights and you may also have other rights which vary from state to state. DBIA does not warrant that the DBIA Contract Documents will meet your requirements or that the operation of DBIA Contract Documents will be uninterrupted or error-free.
7. **Limitations of Remedies.** DBIA's entire liability and your exclusive remedy shall be: the replacement of any document not meeting DBIA's "Limited Warranty," which is returned to DBIA with a copy of your receipt, or at DBIA's election, your money will be refunded. In no event will DBIA be liable to you for any damages, including any lost profits, lost savings, or other incidental or consequential damages arising out of the use or inability to use DBIA Contract Documents even if DBIA has been advised of the possibility of such damages, or for any claim by any other party. Some states do not allow the limitation or exclusion of liability for incidental or consequential damages, so the above limitation or exclusion may not apply to you.
8. **Acknowledgment.** You acknowledge that you have read this agreement, understand it, and agree to be bound by its terms and conditions and that it will be governed by the laws of the District of Columbia. You further agree that it is the complete and exclusive statement of your agreement with DBIA which supersedes any proposal or prior agreement, oral or written, and any other communications between the parties relating to the subject matter of this agreement.

INSTRUCTIONS
For DBIA Document No. 544 Progressive Design-Build Agreement (2024 Edition)

Checklist
Use this Checklist to ensure that the Agreement is fully completed and all exhibits are attached.

_____	Page 1	Owner's name, address, and form of business
_____	Page 1	Design-Builder's name, address, and form of business
_____	Page 1	Project name and address
_____	Section 2.1.7	Identify other exhibits to the Agreement
_____	Section 4.3.2	Complete blanks for additional sum for use of Work Product
_____	Section 5.2.1	Complete blanks for calendar days and note the optional language that is provided
_____	Section 5.2.2	Insert any interim milestones (optional)
_____	Section 5.4	Complete blanks for liquidated damages and note the optional provisions that are provided
_____	Section 5.5	If the parties select the option provided, they must insert an amount
_____	Section 5.6	Complete blanks for early completion bonus and note the optional provision that is provided
_____	Section 5.7.1	Complete blank for calendar days for owner review
_____	Section 5.7.2	Complete blank for calendar days for Owner review and response
_____	Section 6.1.1	Complete blank for Phase 1 Services price
_____	Section 6.1.3	Insert basis for pricing specific Work (optional)
_____	Section 6.2	Complete blank for Lump Sum pricing (optional)
_____	Section 6.3.1	Choose markups for changes
_____	Section 6.4.1	Choose basis for Fee and complete blanks and note optional provision that is provided
_____	Section 6.4.2.1	Insert financial arrangements for adjustments and note optional provisions
_____	Section 6.5.1.3	Complete blanks for markup; insert or attach personnel names, etc.
_____	Section 6.5.1.4	Note optional language that is provided
_____	Section 6.5.1.23	Note optional language that is provided
_____	Section 6.6.1	Complete blanks for guaranteed maximum price and note the optional language that is provided
_____	Section 6.6.2	Complete blanks for contingency amount
_____	Section 6.6.3	Complete blanks for savings amounts and note optional language that is provided
_____	Section 6.7.4	Note the optional provision that is provided
_____	Section 6.8.1	Insert any performance incentives (optional)
_____	Section 7.2.1	Complete blanks for day of month
_____	Section 7.3.1	Complete blanks for retention percentage and note optional provision
_____	Section 7.3.2	Note optional provision

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Checklist (Continued)

Use this Checklist to ensure that the Agreement is fully completed and all exhibits are attached.

_____	Section 7.5	Complete blanks for interest rate
_____	Section 8.1	Choose overhead/profit method for termination for convenience
_____	Section 8.2.1	Complete blanks for percentages
_____	Section 8.2.2	Complete blanks for percentages
_____	Section 9.1.1	Insert Owner's Senior Representative's name, etc. (optional)
_____	Section 9.1.2	Insert Owner's Representative's name, etc. (optional)
_____	Section 9.2.1	Insert Design-Builder's Senior Representative's name, etc. (optional)
_____	Section 9.2.2	Insert Design-Builder's Representative's name, etc. (optional)
_____	Section 10.1	Attach Insurance Exhibit
_____	Section 10.2	Insert amount and conditions of bonds or other security and note the options that are provided
_____	Section 11.1	Insert any other provisions (optional) or exhibits or documents incorporated or referenced in the Agreement
_____	Section 12	Complete blank for rate
_____	Last Page	Owner's and Design-Builder's execution of the Agreement
_____	Exhibit A	Detail Phase 1 Scope of Work as referenced in Section 1.2.1
_____	Exhibit B	Detail Owner's Project Criteria as referenced in Section 1.1.1

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General Instructions

No.	Subject	Instruction
1.	Standard Forms	Standard form contracts have long served an important function in the United States and international construction markets. The common purpose of these forms is to provide an economical and convenient way for parties to contract for design and construction services. As standard forms gain acceptance and are used with increased frequency, parties are able to enter into contracts with greater certainty as to their rights and responsibilities.
2.	DBIA Standard Form Contract Documents	Since its formation in 1993, the Design-Build Institute of America ("DBIA") has regularly evaluated the needs of owners, design-builders, and other parties to the design-build process in preparation for developing its own contract forms. Consistent with DBIA's mission of promulgating best design-build practices, DBIA believes that the design-build contract should reflect a balanced approach to risk that considers the legitimate interests of all parties to the design-build process. DBIA's Standard Form Contract Documents reflect a modern risk allocation approach, allocating each risk to the party best equipped to manage and minimize that risk, with the goal of promoting best design-build practices.
3.	Use of Non-DBIA Documents	To avoid inconsistencies among documents used for the same project, DBIA's Standard Form Contract Documents should not be used in conjunction with non-DBIA documents unless the non-DBIA documents are appropriately modified on the advice of legal counsel. Moreover, care should also be taken when using different editions of the DBIA Standard Form Documents on the same project to ensure consistency.
4.	Legal Consequences	DBIA Standard Form Contract Documents are legally binding contracts with important legal consequences. Contracting parties are advised and encouraged to seek legal counsel in completing or modifying these Documents.
5.	Reproduction	DBIA hereby grants to purchasers a limited license to reproduce its Documents consistent with the License Agreement accompanying these Documents. At least two original versions of the Agreement should be signed by the parties. Any other reproduction of DBIA Documents is strictly prohibited.
6.	Modifications	Effective contracting is accomplished when the parties give specific thought to their contracting goals and then tailor the contract to meet the unique needs of the project and the design-build team. For that reason, these Documents may require modification for various purposes including, for example, to comply with local codes and laws, or to add special terms. DBIA's latest revisions to its Documents provide the parties an opportunity to customize their contractual relationship by selecting various optional contract clauses that may better reflect the unique needs and risks associated with the project. Any modifications to these Documents should be initialed by the parties. At no time should a document be re-typed in its entirety. Re-creating the document violates copyright laws and destroys one of the advantages of standard forms – familiarity with the terms.
7.	Execution	It is good practice to execute two original copies of the Agreement. Only persons authorized to sign for the contracting parties may execute the Agreement.

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Specific Instructions

Section	Title	Instruction
General	Purpose of This Agreement	DBIA Document No. 544 (“Agreement”) should be used for progressive design-build projects. Progressive Design-Build allows an Owner to complete a Design-Build project in two phases. In Phase 1, Owner completes preliminary design, sets the construction plan, and establishes the Phase 2 costs to complete final design and the planned construction. This Agreement allows for Owner to pay Design-Builder for design services and construction work in Phase 2 using Cost of the Work plus a Fee, with or without a Guaranteed Maximum Price (“GMP”), or Lump Sum. If there is uncertainty about Owner’s final design Project Criteria after Phase 1, or the final design Project Criteria remain to be developed by Owner and Design-Builder together during Phase 2, a cost-plus/GMP contracting approach is desirable. If there is certainty as to Owner’s Project Criteria and project design after Phase 1, a lump sum fixed price for the completion of all design and construction services in Phase 2 may be suitable, especially when Owner procures Design-Builder’s services by competitive means.
General	Purpose of These Instructions	These Instructions are not part of this Agreement, but are provided to aid the parties in their understanding of the Agreement and in completing the Agreement.
General	Related Documents	This Agreement shall be used in conjunction with the General Conditions of Contract. Other related Contract Documents are listed in Article 2 of this Agreement.
General	Date	On Page 1, enter the date when both parties reach a final understanding. It is possible, due to logistical reasons, that the dates when the parties execute the Agreement may be different. Once both parties execute the Agreement, the effective date of the Agreement will be the date recorded on Page 1. This date does not, however, determine Contract Time, which is measured according to the terms of Article 5.
General	Parties: Owner and Design-Builder	On Page 1 enter the legal name and full address of Owner and Design-Builder, as well as the legal form of each entity, e.g., corporation, partnership, limited partnership, limited liability company, or other.
1.3	Contract Price Amendment and Proposal	When a GMP or Lump Sum is established after execution of this Agreement for Phase 2 work, the Proposal must be attached to the Contract Price Amendment pursuant to Section 1.3.2. Both the Contract Price Amendment and Proposal will include those Basis of Design Documents Design-Builder uses as the basis for its Contract Price. This Agreement provides the parties flexibility in establishing the Phase 2 Contract Price. Parties can establish a GMP or Lump Sum for Phase 2 after entering into this Agreement, or elect to proceed on the basis of costs plus a fee, without a GMP or Lump Sum. If a GMP or Lump Sum method is elected, the GMP or Lump Sum should not be established until the Basis of Design Documents is sufficiently defined during Phase 1 to make the GMP or Lump Sum realistic and meaningful. Setting it too early does not permit reasonable opportunity for scope definition and evaluation of Project risk. On the other hand, setting it too late may not achieve Owner’s objective of having an early price guarantee to enable it to make decisions relative to the Project.
1.3.1.4	Schedule	Given that expedited delivery is one of the primary factors driving many owners to select the design-build method, DBIA strongly believes that the parties should discuss and understand what each party must do to support the Project schedule. The entire Work, both design and construction, should be scheduled. The schedule should indicate the dates for the start and completion of the various stages of the Work, including the date when Owner information and approvals are required, and

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Section	Title	Instruction
		any Owner-created constraints. The Agreement also provides flexibility to establish the Scheduled Substantial Completion Date prior to submission of the Proposal.
1.3.2.2	Acceptance of Proposal	If Owner accepts the Proposal, the parties should amend this Agreement to add the final Proposal as a Contract Document pursuant to Section 2.1.2.
1.3.2.3	Failure to Accept the Proposal	This Agreement provides three options for Owner in the event it fails to accept the Proposal and two choices for Design-Builder if Owner fails to exercise any of the three options. These options are specifically designed to prevent one party from receiving a windfall in the event the parties cannot agree on the GMP or Lump Sum and the Agreement is terminated. This Agreement also states when the Agreement terminates or the Agreement is deemed completed if Owner fails to exercise one of the options. The parties should take note that if Owner exercises its option to terminate for convenience, or Design-Builder suspends performance, Design-Builder will not be entitled to payment for uncompleted Work provided by Section 8.2. However, additional payment for Owner's use of Work Product will be due Design-Builder pursuant to Section 4.3, if Owner proceeds to complete the Project using Design-Builder's Work Product.
2.1	Order of Precedence	The Contract Documents are listed in Section 2.1 in the order of their precedence. The Contract Price Amendment and Proposal are based on the Basis of Design Documents, which are comprised of various documents. The parties should strongly consider establishing the priority of the various documents comprising the Contract Price Amendment or Proposal to avoid disputes should discrepancies arise among the documents. Moreover, Section 2.1.7 recognizes that there may be other exhibits attached to this Agreement. If this is the case, the parties should discuss whether these exhibits should be part of the Basis of Design Documents. If these exhibits are not made part of the Basis of Design Documents, these exhibits will not take priority over the Basis of Design Documents in the event of a conflict.
2.1.5	Construction Documents	After execution of the Agreement, and consistent with the requirements of Section 2.4 of the General Conditions of Contract, Design-Builder will prepare Construction Documents, subject to Owner's review and approval.
3.3	Definitions	Terms, words and phrases used in the Agreement shall have the same meanings used in the General Conditions of Contract.
3.4	Design Specifications	Owner is cautioned that consistent with legal precedent, if it includes design specifications in its Project Criteria Design-Builder is entitled to rely on the information provided and to the extent said information is not accurate, Design-Builder is entitled to an adjustment in the Contract Price and/or Contract Time. Accordingly, Owner should consider using performance specifications to avoid such potential liability.
4.1	Work Product	This Agreement provides that Design-Builder shall retain ownership of the Work Product it produces, but obligates Design-Builder to grant a limited license to Owner to use the Work Product according to the terms and circumstances described in Sections 4.2, 4.3, 4.4 and 4.5.
4.2	Owner's Limited License Upon Payment in Full	Design-Builder shall grant Owner, at Owner's sole risk, a limited license to use the Work Product at the completion of the Work in connection with Owner's occupation of the Project. This Section also provides the parties with the option of transferring ownership of some or all of the Work Product to Owner upon payment in full for all Work performed. Generally, where Owner desires ownership of Work Product, it is sufficient to transfer ownership of unique architectural and design elements.

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Section	Title	Instruction
4.3	Owner's Limited License Upon Owner's Termination for Convenience or Design-Builder's Election to Terminate	Owner should not use the Termination for Convenience Clause to obtain Design-Builder's valuable design concepts, and then seek lower bids from other design-builders. Therefore, where Owner terminates this Agreement for its convenience, and then decides to complete the Project with its own or third-party forces, Design-Builder shall grant Owner the rights set forth in Section 4.3, provided Owner pays Design-Builder all amounts due Design-Builder as required by the Contract Documents, including paying Design-Builder an additional sum per Section 4.3.2 for the use of the Work Product. In the event Design-Builder elects to terminate this Agreement for cause, for reasons set forth in Section 11.4 of the General Conditions of Contract, these same conditions apply to Owner's use of the Work Product.
4.3.2	Additional Compensation	To minimize disputes, the parties should negotiate prior to the execution of the Agreement the amount Owner shall pay Design-Builder for the use of Design-Builder's Work Product in the event Owner terminates this Agreement for its convenience or Design-Builder elects to terminate this Agreement for cause. Enter this amount.
4.4	Owner's Limited License upon Design-Builder's Default	If Design-Builder is properly terminated for default, Owner is granted a limited license to use the Work Product, to complete the Project, and Owner shall thereafter have the same rights and obligations as set forth in Section 4.3.
4.5	Owner's Indemnification for Use of Work Product	Owner's use or alteration of the Work Product shall be at its sole risk, and Owner must agree to defend, indemnify, and hold harmless Design-Builder and anyone working by or through Design-Builder, including Design Consultants of any tier.
5.1	Date of Commencement	Design-Builder's obligation to commence work is triggered by its receipt of a Notice to Proceed unless the parties mutually agree otherwise.
5.2.1	Substantial Completion of the Entire Work	Enter the calendar days of duration by which Substantial Completion has to be achieved. The parties in this Section have the option of modifying the definition of Substantial Completion set forth in the General Conditions of Contract. If this option is selected, Substantial Completion will be deemed to be achieved no later than the date a Temporary Certificate of Occupancy is issued if applicable to the Project.
5.2.2	Interim Milestones	It may be that some portions of the Work must be completed in phases or within a prescribed period of time to accommodate Owner's needs. The parties may, at their option, identify these portions of the Work to be completed prior to Substantial Completion of the entire Work. Enter the calendar days, starting from the Date of Commencement, for achieving Substantial Completion of these identified portions of the Work. If these portions of the Work are required to be substantially completed by certain milestone dates, enter those dates. As presently drafted, no remedy is provided to Owner if an interim milestone is not met. If Owner has special requirements as it relates to interim milestones, Owner may want to consider a remedy for Design-Builder's failure to meet an interim milestone, as well as providing a bonus to Design-Builder for satisfying such interim milestone.

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Section	Title	Instruction
5.4	Liquidated Damages	Owner should make a good faith evaluation of the amount that is reasonably necessary to compensate it for delay. Owner should not establish liquidated damages to penalize Design-Builder. Moreover, in the event a GMP or Lump Sum is not established upon execution of the Agreement, it appears prudent for the parties to refrain from establishing liquidated damages until such time as the GMP or Lump Sum is established. Section 5.4 establishes a grace period between the Scheduled Substantial Completion Date and the assessment of liquidated damages in order to prevent disputes as to which party bears responsibility for only a few days of delay. The parties should enter the calendar days that may pass following the Scheduled Substantial Completion Date before liquidated damages will be assessed. The parties are also provided the option of establishing liquidated damages if the Design-Builder fails to achieve Final Completion within a specified number of days after Substantial Completion. If this option is selected, the parties must negotiate the number of days, as well as the liquidated damages amount. The parties in negotiating liquidated damages should keep in mind that the amount of liquidated damages for failing to achieve Final Completion should be a considerably scaled down amount and should reflect the financial harm to Owner. In no case should the total amount of liquidated damages for the Project exceed an amount that is reasonably necessary to compensate Owner for Project delay. The parties also have the option here of eliminating liquidated damages altogether in which case Owner can recover actual damages for Project delay at an amount that is capped by the parties. Owner is cautioned that it still cannot recover consequential damages under Section 10.5.1 of the General Conditions of Contract.
5.5	Liquidated Damages Cap	The parties can agree to cap liquidated damages at a negotiated amount.
5.6	Early Completion Bonus	If the Project economics justify liquidated damages, then it is appropriate to couple these liquidated damages with an early completion bonus. The parties should enter the number of calendar days prior to the Scheduled Substantial Completion Date that will set the Bonus Date. Also, enter the amount of the bonus to be paid per day that will allow Owner to share with Design-Builder the economic benefits of early completion. Moreover, in the event a GMP or Lump Sum is not established upon execution of the Agreement, it appears prudent for the parties to refrain from establishing an early completion bonus until such time as the GMP or Lump Sum is established. The parties also have the option in Section 5.6 of capping the early completion bonus at a negotiated amount.
Optional Provision in 5.6	Compensation for Force Majeure Events	The parties are provided the opportunity of providing Design-Builder the right to receive compensation for Force Majeure Events. By selecting this option, the parties agree to modify Section 8.2.2 of the General Conditions of Contract, in which case the parties must negotiate how many cumulative days of Force Majeure delays must occur before Design-Builder is entitled to either a negotiated amount per day for delay or the direct costs it has incurred as a result of such delay.

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6.1	GMP or Lump Sum at Agreement Execution	Enter the GMP or Lump Sum for Phase 2 Services, if appropriate. Attach as an amendment to this Agreement the Basis of Design Documents used to establish the GMP or Lump Sum. These documents comprise the Contract Price Amendment which shall become a Contract Document pursuant to Section 2.1.2 of the Agreement. Design-Builder does not guarantee any specific line item provided as part of a GMP. By selecting the alternate option if using a GMP, Design-Builder agrees to guarantee the line item in its GMP for general conditions costs only. Design-Builder agrees that it is responsible for paying general conditions costs in excess of this line item. Design-Builder does not guarantee any other line items in the GMP.
6.1.3	Optional Pricing	This Agreement allows the parties the flexibility to establish within the Contract Price a different payment basis for certain portions of the Work which may be necessary to permit Design-Builder to furnish Owner with a GMP or Lump Sum.
6.4.1	Design-Builder's Fee	Enter the amount of Design-Builder's Fee as a sum certain or as a percentage of the Cost of the Work. Design-Builder's Fee shall be commensurate with the services it provides and the risk it assumes in providing single point responsibility to Owner.
6.4.2	Adjustments to Design-Builder's Fee	For additive Change Orders, the parties must negotiate the Fee Design-Builder will receive. For deductive Change Orders, the parties have the option by checking the appropriate box of whether there will be no additional reduction or whether there will be an additional reduction based on a negotiated percentage.
6.5.1.3	Wages for Design-Builder's Employees at Principal or Branch Offices	DBIA endorses reimbursing salaries and associated benefits of Design-Builder's Project personnel, such as accountants, stationed at offices other than the field office, when to do so is more efficient and cost effective. Enter the percentage markup to be applied for Project-related overhead associated with such personnel. Insert, or attach as an exhibit, a list of such personnel and their job functions.
6.5.1.4	Employee Benefits	It may be simpler for the parties to agree on a multiplier (rather than actual costs) to compensate Design-Builder for employee benefits. Accordingly, the parties may want to insert the multiplier to be applied to the wages and salaries of its reimbursable employees.
6.5.1.7	Costs for Defective/Non-Conforming Work	The Cost of the Work shall include the costs to repair or correct defective or non-conforming Work (including warranty or corrective work performed after Substantial Completion) unless caused by Design-Builder's negligence. DBIA believes that Design-Builder should not be penalized for inadvertent mistakes which are inevitable when designing and constructing a Project. To do so would encourage ultra-conservatism in every task, the ultimate cost of which would be greater than a proactive approach to performing the Work, which includes ordinary mistakes or inadvertence.
6.5.1.23	Warranty Escrow	At this section, the parties are provided the opportunity to establish prior to Final Completion an escrow account in a negotiated amount to be used to reimburse Design-Builder for its costs incurred in performing warranty Work if a GMP is used. If funds remain in the escrow account after the expiration of the warranty period, the funds are returned to Owner subject to Design-Builder's share of any savings. Note that even if the escrow account is exhausted, if funds remain under the GMP, Owner is still obligated to reimburse Design-Builder for its warranty Work.

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6.6.2	GMP Contingency	Enter the amount of Design-Builder's Contingency if using a GMP. The Contingency is for the exclusive use of Design-Builder and covers all unanticipated costs incurred that are not the basis of a Change Order, provided that such costs are documented, reasonable, and necessary for the completion of the Work. This section sets forth by way of example only the type of costs that would be funded out of the Contingency. Other costs such as, but not limited to, any deductibles Design-Builder is obligated to pay would be subject to reimbursement. Design-Builder is also required to provide Owner with a monthly status report accounting for the Contingency, including all reasonably foreseen uses and potential uses, of the Contingency for the upcoming three months. While not provided for in the Contingency provision, DBIA recognizes that there may be situations where Owner will want to recapture the Contingency prior to Final Completion. For example, Owner may want to use amounts in the Contingency to fund changes to the Project. Owner's desire must be balanced against Design-Builder's need to use the Contingency to fund unanticipated costs for which it is liable. An option to consider to accommodate both interests is to establish an "Owner's Contingency" and a "Design-Builder's Contingency" in the GMP. If this option is used, any savings clause in the agreement should be drafted appropriately to address these pools of funds.
6.6.3	Savings	One of the benefits of a GMP approach is the possibility that with good management by Design-Builder and timely support from Owner the actual Cost of the Work and Fee may be less than the GMP. This creates a savings pool that should result in a benefit to both Design-Builder and Owner. Sharing these savings creates an incentive for Design-Builder to save costs. Some factors to consider in determining how the Savings are shared include the timing for the establishment of the GMP and the amount of Design-Builder's Fee established under Section 6.4.1.
6.6.3.1	Savings Calculations	This section provides that if the actual Cost of the Work and Design-Builder's Fee is less than the GMP, as such GMP may have been adjusted, the savings, if any, shall be shared. The Agreement offers two choices for distributing Savings. Choose a method and enter the appropriate figures.
6.7.4	Allowance Value	This section recognizes that the parties may agree that certain items of Work should be treated as an Allowance Item and priced based on Allowance values. The Allowance Value for which Design-Builder will be entitled to receive compensation includes direct cost of labor, materials, equipment, transportation, taxes, and insurance associated with the Allowance Item. All other costs associated with the Allowance Item, such as design fees, general conditions costs, and Fee are deemed to be included in the Contract Price. However, by checking the box, the parties agree that in the event the actual cost of the Allowance Item is greater than or less than the Allowance Value by a negotiated percentage, then Design-Builder's right to Fee and markup shall be determined pursuant to Section 6.4.
6.8	Performance Incentives	In addition, for the potential of Design-Builder to share in Savings as set forth in Section 6.6.3, there may be other performance incentives that will influence Project success. Such incentives may include award fees tied to Design-Builder achieving certain standards relative to client satisfaction, safety, and personnel retention. The parties are encouraged to discuss the use of such incentives during negotiation of this Agreement. Any agreement on the use of incentives should be set forth in an exhibit attached to this Agreement.
7.2.1	Progress Payments	Enter the day of the month when Design-Builder shall submit its Application for Payment.

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7.3.1	Retainage	Enter the percentage Owner will retain from Progress Payments to Design-Builder until fifty percent (50%) of the Work is completed. Owner should recognize that it creates undue hardship to hold retainage on Subcontractors that have completed their work early in the Project. Owner should accordingly consider releasing retainage on Subcontractors that complete work early in the Project, providing that these Subcontractors have satisfactorily performed their portion of the Work. The parties are provided the option of modifying the retainage provision by checking the box. This option excludes from retainage the Design-Builder's general conditions costs and amounts paid to Design-Builder's Design Consultant. The rationale for selecting this option is that Design-Builder is obligated to pay its general conditions costs in full each month and that under the design-bid-build delivery method, Owner typically does not retain sums from its Designer.
7.3.2	Release of Retainage	This section requires Owner to release retainage to Design-Builder. If Design-Builder and Owner have established a warranty reserve in accordance with Section 6.5.1.23, the parties shall establish an escrow account at this time.
7.5	Interest	The parties should enter the rate at which interest will accrue on Design-Builder's payments if unpaid five (5) days after due. Late payment creates a hardship for Design-Builder, its Design Consultants, and Subcontractors.
7.6	Record Keeping	Owner is provided access to Design-Builder's accounting information as it relates to Costs of the Work. However, if the parties have agreed to multipliers or markups, the time to challenge and negotiate those percentages is at the time the parties execute the Agreement and not during the Project or after it has been completed. Accordingly, Owner can at any time audit these percentages only to confirm that such percentage has been properly charged and not to challenge the composition of such percentage.
8.1	Termination for Convenience: Overhead and Profit	The parties should choose prior to execution of the Agreement the method that will be used to determine overhead and profit paid to Design-Builder in the event Owner terminates Design-Builder for its convenience. The parties may choose to set percentage rates for overhead and profit prior to execution of the Agreement, or may choose to determine reasonable sums to be paid for overhead and profit at the time of the termination. If the parties choose to set overhead and profit rates prior to execution of the Agreement, the percentages should be entered in Section 8.1.
8.2	Termination for Convenience: Additional Payments	Although it is important for Owner to have a process for terminating this Agreement for convenience, the process must consider the interests of Design-Builder. If Owner terminates this Agreement for its own convenience, compensating Design-Builder for its costs will not be adequate because Design-Builder will have committed its resources for a small amount of revenue. Therefore, in addition to the overhead and profit paid in Section 8.1, Owner shall pay Design-Builder an additional sum, calculated as a percentage of the remaining balance of the Contract Price or, if a GMP or Lump Sum has not been established, the remaining balance of the most recent estimated Contract Price. Enter the percentages Owner shall pay Design-Builder if Owner terminates this Agreement for its own convenience prior to or after the start of construction.
8.3	Termination for Convenience: Owner's Use of Work Product	Owner should not use the Termination for Convenience clause to obtain Design-Builder's valuable design concepts and then seek lower bids from another design-builder. If Owner terminates this Agreement for its own convenience, and chooses to proceed with the Project using Design-Builder's Work Product, Owner should pay an additional sum for the use of Design-Builder's Work Product pursuant to Section 4.3.

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Article 9	Representatives of the Parties	Enter the name, title, address and telephone number of Owner's Senior Representative and Owner's Representative at Sections 9.1.1 and 9.1.2, respectively. Enter the name, title, address and telephone number of Design-Builder's Senior Representative and Design-Builder's Representative at Sections 9.2.1 and 9.2.2, respectively. The parties can elect to establish these Representatives during the performance of the Project rather than at the time of execution of this Agreement. If Representatives are identified after execution of the Agreement, an appropriate amendment should be made to the Agreement at the time these individuals are designated.
10.1	Insurance	Attach an Insurance Exhibit setting forth in detail the insurance coverages required for the Project. Parties are advised to familiarize themselves with the terms of Article 5 of the General Conditions of Contract, Insurance and Bonds, and to consult their insurance advisor.
10.2	Bonds	Enter the type and amount of bonds or other performance security required for the Project. Where bonding is not required by statute, Owner may want to evaluate the project risks versus the bonding costs in deciding what type of performance security to require.
11.1	Other Provisions	Insert any other provisions. For example, the parties may elect to have disputes resolved through litigation rather than arbitration, in which case the following optional language in this Section should be included.
11.2	Listing of Exhibits	Include a listing of exhibits and documents incorporated or referenced in the Agreement. This listing includes the exhibits and documents referenced in the Agreement. Additional documents or exhibits referenced in the Agreement should be listed here.
12	Limitation of Liability	This provision establishes a limit of liability of Design-Builder's liability for the Project.

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Progressive Design-Build Agreement

This document has important legal consequences. Consultation with an attorney is recommended with respect to its completion or modification.

This **AGREEMENT** is made as of the _____ day of _____ in the year of 20_____, by and between the following parties, for services in connection with the Project identified below:

OWNER:
(Name and address)
City of Oakley
3231 Main Street
Oakley, CA 94561

DESIGN-BUILDER:
(Name and address)
Woodland Construction Builders, Inc.
4524 Salida Boulevard
Salida, CA 95368

PROJECT:
(Include Project name and location as it will appear in the Contract Documents)
City of Oakley Library and Community Center

In consideration of the mutual covenants and obligations contained herein, Owner and Design-Builder agree as set forth herein.

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Article 1

Design-Builder's Services and Responsibilities

1.1 General Services.

1.1.1 n/a

1.1.2 Owner's Project Criteria has not been developed prior to the execution of this Agreement, therefore in Phase 1 of this Agreement Design-Builder will assist Owner in developing Owner's Project Criteria, with such service deemed to be an additional service for which additional compensation shall be paid by Owner to Design-Builder. If Owner has developed Owner's Project Criteria prior to executing this Agreement, Design-Builder shall review and prepare a written evaluation of such criteria, including recommendations to Owner for different and innovative approaches to the design and construction of the Project. The parties shall meet to discuss Design-Builder's written evaluation of Owner's Project Criteria and agree upon what revisions, if any, should be made to such criteria.

1.2 Phased Services.

1.2.1 Phase 1 Services, VALIDATION (CONCEPT DESIGN). Design-Builder shall perform the services of design, pricing, and other services for the Owner's Project Criteria based on Owner's input, as may be revised in accordance with Section 1.1 hereof, as set forth in Exhibit A, Scope of Services. Design-Builder shall perform such services to the level of completion required for Design-Builder and Owner to proceed to Phase 2, . The Contract Price for Phase 3 shall be developed during Phase 2 on an "open-book" basis. Design-Builder's Compensation for Phase 1 Services is set forth in Section 6.1.1 herein. The level of completion required for Phase 1 Services is defined in Exhibit A, Scope of Services (either as a percentage of design completion or by defined deliverables).

1.2.2 Phase 2 Services, DETAILED DESIGN THROUGH PERMITTING. Design-Builder's Phase 2 services shall consist of the completion of design services for the Project as required for permitting and construction, Estimating of the construction costs, assembly of construction cost Schedule of Values, an open-book bid review with owner, and the Proposal as required in Section 1.3. Upon receipt of Design-Builder's proposed Contract Price for Phase 3, Owner may proceed as set forth in Section 1.3.

1.2.3 Phase 3 Services, CONSTRUCTION. Design-Builder's Phase 3 shall consist of the procurement of all materials and equipment for the Project, the performance of construction services for the Project, the start-up, testing, and commissioning of the Project, and the provision of warranty services, all as further described in the Contract Price Amendment.

1.3 Proposal. Upon completion of the Phase 2 Services and any other Basis of Design Documents upon which the parties may agree, Design-Builder shall submit a proposal to Owner (the "Proposal") for the completion of the design and construction for the Project for the Contract Price, will be based on Lump Sum Guaranteed Maximum Price (GMP).

1.3.1 The Proposal shall include the following unless the parties mutually agree otherwise:

1.3.1.1 The Contract Price that will be based on a Lump Sum, and shall include a detailed Schedule of Values breakdown of construction costs;

1.3.1.2 The Basis of Design Documents, which may include, by way of example, Owner's Project Criteria which are set forth in detail and are attached to the Proposal;

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1.3.1.3 A list of the assumptions and clarifications made by Design-Builder in the preparation of the Proposal, which list is intended to supplement the information contained in the drawings and specifications and is specifically included as part of the Basis of Design Documents;

1.3.1.4 The Scheduled Substantial Completion Date upon which the Proposal is based, to the extent said date has not already been established under Section 5.2.1 hereof, and a schedule upon which the Scheduled Substantial Completion Date is based and a Project Schedule for the Work;

1.3.1.5 If applicable, a list of Allowance Items, Allowance Values, and a statement of their basis;

1.3.1.6 If applicable, a schedule of alternate prices;

1.3.1.7 If applicable, a schedule of unit prices;

1.3.1.8 If applicable, a statement of Additional Services which may be performed but which are not included in the Proposal, and which, if performed, shall be the basis for an increase in the Contract Price and/or Contract Time(s);

1.3.1.9 If applicable, a Savings provision;

1.3.1.10 If applicable, Performance Incentives;

1.3.1.11 The time limit for acceptance of the Proposal; and

1.3.1.12 An Owner's permit list, a list detailing the permits and governmental approvals that Owner will bear responsibility to obtain.

1.3.1.13 List of all plans and design documents upon which the Proposal is based

1.3.2 Review and Adjustment to Proposal.

1.3.2.1 After submission of the Proposal, Design-Builder and Owner shall meet to discuss and review the Proposal. If Owner has any comments regarding the Proposal, or finds any inconsistencies or inaccuracies in the information presented, it shall promptly give written notice to Design-Builder of such comments or findings. If appropriate, Design-Builder shall, upon receipt of Owner's notice, make appropriate adjustments to the Proposal.

1.3.2.2 Acceptance of Proposal. If Owner accepts the Proposal, as may be amended by Design-Builder, the Contract Price and its basis shall be set forth in an amendment to this Agreement, when mutually agreed between the parties (Contract Price Amendment). Once the parties have agreed upon the Contract Price and Owner has issued a Notice to Proceed with Phase 3, Design-Builder shall perform the Phase 3 Services, all as further described in the Contract Price Amendment, as it may be revised.

1.3.2.3 Failure to Accept the Proposal. If Owner rejects the Proposal, or fails to notify Design-Builder in writing on or before the date specified in the Proposal that it accepts the Proposal, the Proposal shall be deemed withdrawn and of no effect. In such event, Owner and Design-Builder shall meet and confer as to how the Project will proceed, with Owner having the following options:

i Owner may suggest modifications to the Proposal, whereupon, if such modifications are accepted in writing by Design-Builder, the Proposal shall be deemed accepted and the parties shall proceed in accordance with Section 1.3.2.2 above;

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ii Owner may authorize Design-Builder to continue to proceed with the Work on the basis of reimbursement as provided in Section 6.1.2 hereof without a Contract Price, in which case all references in this Agreement to the Contract Price shall not be applicable; or

iii Owner may terminate this Agreement for convenience in accordance with Article 8 hereof; provided, however, in this event, Design-Builder shall not be entitled to the payment provided for in Section 8.2 hereof.

If Owner fails to exercise any of the above options, Design-Builder shall have the right to (a) continue with the Work as if Owner had elected to proceed in accordance with Section 1.3.2.3 ii. above, and be paid by Owner accordingly, unless and until Owner notifies it in writing to stop the Work; (b) suspend performance of Work in accordance with Section 11.3.1 of the General Conditions of Contract, provided, however, that in such event Design-Builder shall not be entitled to the payment provided for in Section 8.2 hereof; or (c) may give written notice to Owner that it considers this Agreement completed. If Owner fails to exercise any of the options under Section 1.3.2.3 within ten (10) days of receipt of Design-Builder's notice, then this Agreement shall be deemed completed. If Owner terminates the relationship with Design-Builder under Section 1.3.2.3 iii, or if this Agreement is deemed completed under this paragraph, then Design-Builder shall have no further liability or obligations to Owner under this Agreement.

Article 2

Contract Documents

2.1 The Contract Documents are comprised of the following:

2.1.1 All written modifications, amendments, minor changes, and Change Orders to this Agreement issued in accordance with DBIA Document No. 535, *Standard Form of General Conditions of Contract Agreement Between Owner and Design-Builder* (2022 Edition) ("General Conditions of Contract");

2.1.2 The Contract Price Amendment or the Proposal accepted by Owner in accordance with Section 1.3 above.

2.1.3 This Agreement, including all exhibits (list for example, performance standard requirements, performance incentive arrangements, markup exhibits, allowances, unit prices, or exhibit detailing offsite reimbursable personnel) but excluding, if applicable, the Contract Price Amendment;

2.1.4 The General Conditions of Contract;

2.1.5 Construction Documents prepared and approved in accordance with Section 2.4 of the General Conditions of Contract;

2.1.6 Exhibit A, Scope of Services; and

2.1.7 The following other documents, if any:

Article 3

Interpretation and Intent

3.1 Design-Builder and Owner, at the time of acceptance of the Proposal by Owner in accordance with Section 1.3 hereof, shall carefully review all the Contract Documents, including the various documents

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comprising the Basis of Design Documents for any conflicts or ambiguities. Design-Builder and Owner will discuss and resolve any identified conflicts or ambiguities prior to execution of the Agreement, or if applicable, prior to Owner's acceptance of the Proposal.

3.2 The Contract Documents are intended to permit the parties to complete the Work and all obligations required by the Contract Documents within the Contract Time(s) for the Contract Price. The Contract Documents are intended to be complementary and interpreted in harmony so as to avoid conflict, with words and phrases interpreted in a manner consistent with construction and design industry standards. In the event inconsistencies, conflicts, or ambiguities between or among the Contract Documents are discovered after Owner's acceptance of the Proposal, Design-Builder and Owner shall attempt to resolve any ambiguity, conflict, or inconsistency informally, recognizing that the Contract Documents shall take precedence in the order in which they are listed in Section 2.1 hereof. *(Note, the parties are strongly encouraged to establish in the Contract Price Amendment or Proposal (as applicable) the priority of the various documents comprising such exhibit or proposal.)*

3.3 Terms, words, and phrases used in the Contract Documents, including this Agreement, shall have the meanings given them in the General Conditions of Contract.

3.4 If Owner's Project Criteria contain design specifications: (a) Design-Builder is entitled to reasonably rely on the accuracy of the information represented in the design specifications and their compatibility with other information set forth in Owner's Project Criteria, including any design performance specifications; and (b) Design-Builder shall be entitled to an adjustment in its Contract Price and/or Contract Time(s) to the extent Design-Builder's cost and/or time of performance have been adversely impacted by such inaccurate design specification.

3.5 The Contract Documents form the entire agreement between Owner and Design-Builder and by incorporation herein are as fully binding on the parties as if repeated herein. No oral representations or other agreements have been made by the parties except as specifically stated in the Contract Documents.

Article 4

Ownership of Work Product

4.1 Work Product. All drawings, specifications and other documents and electronic data, including such documents identified in the General Conditions of Contract, furnished by Design-Builder to Owner under this Agreement ("Work Product") are deemed to be instruments of service and Design-Builder shall retain the ownership and property interests therein, including but not limited to any intellectual property rights, copyrights, and/or patents, subject to the provisions set forth in Sections 4.2 through 4.5 below.

4.2 Owner's Limited License upon Project Completion and Payment in Full to Design-Builder. Upon Owner's payment in full for all Work performed under the Contract Documents, Design-Builder shall grant Owner a limited license to use the Work Product in connection with Owner's occupancy of the Project, conditioned on Owner's express understanding that its alteration of the Work Product without the involvement of Design-Builder is at Owner's sole risk and without liability or legal exposure to Design-Builder or anyone working by or through Design-Builder, including Design Consultants of any tier (collectively the "Indemnified Parties"), and on the Owner's obligation to provide the indemnity set forth in Section 4.5 herein.

4.3 Owner's Limited License upon Owner's Termination for Convenience or Design-Builder's Election to Terminate. If Owner terminates this Agreement for its convenience as set forth in Article 8 hereof, or if Design-Builder elects to terminate this Agreement in accordance with Section 11.4 of the General Conditions of Contract, Design-Builder shall, upon Owner's payment in full of the amounts due Design-Builder under the Contract Documents, grant Owner a limited license to use the Work Product to complete the Project and subsequently occupy the Project, and Owner shall thereafter have the same rights as set forth in Section 4.2 above, conditioned on the following:

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4.3.1 Use of the Work Product is at Owner's sole risk without liability or legal exposure to any Indemnified Party, and on the Owner's obligation to provide the indemnity set forth in Section 4.5 herein, and

4.4 Owner's Limited License upon Design-Builder's Default. If this Agreement is terminated due to Design-Builder's default pursuant to Section 11.2 of the General Conditions of Contract, then Design-Builder grants Owner a limited license to use the Work Product to complete the Project and subsequently occupy the Project, and Owner shall thereafter have the same rights and obligations as set forth in Section 4.2 above. Notwithstanding the preceding sentence, if it is ultimately determined that Design-Builder was not in default, Owner shall be deemed to have terminated the Agreement for convenience, and Design-Builder shall be entitled to the rights and remedies set forth in Section 4.3 above.

4.5 Owner's Indemnification for Use of Work Product. Owner recognizes that in the event of an early termination of the Work, whether for convenience or for cause, Design-Builder will not have the opportunity to finish or to finalize its Work Product. Therefore, if Owner uses the Work Product, in whole or in part, or if Owner is required to indemnify any Indemnified Parties based on the use or alteration of the Work Product under any of the circumstances identified in this Article 4, Owner shall defend, indemnify, and hold harmless the Indemnified Parties from and against any and all claims, damages, liabilities, losses, and expenses, including attorneys' fees, arising out of or resulting from the use or alteration of the Work Product, to the fullest extent permitted by applicable law.

Article 5

Contract Time

5.1 Date of Commencement. The Phase 1 Services shall commence within five (5) days of Design-Builder's receipt of Owner's Notice to Proceed unless the parties mutually agree otherwise in writing. The Work shall commence within five (5) days of Design-Builder's receipt of Owner's Notice to Proceed for Phase 3 Services ("Date of Commencement") if the Proposal is accepted and the Contract Price Amendment is amended to this Agreement unless the parties mutually agree otherwise in writing.

5.2 Substantial Completion and Final Completion.

5.2.1 Substantial Completion of the entire Work shall be outlined in the lump sum proposal provided by Design-Builder as part of Phase 2 of this Agreement.

5.2.2 Final Completion of the Work or identified portions of the Work shall be achieved as expeditiously as reasonably practicable. Final Completion is the date when all Work is complete pursuant to the definition of Final Completion set forth in Section 1.2.8 of the General Conditions of Contract.

5.2.3 All of the dates set forth in this Article 5 ("Contract Time(s)") shall be subject to adjustment in accordance with the General Conditions of Contract.

5.3 Time is of the Essence. Owner and Design-Builder mutually agree that time is of the essence with respect to the dates and times set forth in the Contract Documents.

5.4 Liquidated Damages. Design-Builder understands that if Substantial Completion is not attained by the Scheduled Substantial Completion Date, Owner will suffer damages which are difficult to determine and accurately specify. Design-Builder and Owner shall define and agree to any liquidated damages terms as part of the Phase 3 lump sum proposal and contract amendment.

5.5 Owner's Review Time. The parties have established the following maximum and minimum amount of time for Owner to review Design Submissions and the Project Schedule or any updates thereto unless the parties agree in writing otherwise.

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5.5.1 Owner shall have a minimum of ten (10) days of receipt by Owner to review all Design Submissions, the Project Schedule, and any updates thereto.

5.5.2 Owner shall review and (if applicable) provide a response to Design-Builder on all Design Submissions, the Project Schedule, and any updates thereto within ten (10) days of receipt by Owner.

Article 6

Contract Price

6.1 Contract Price.

6.1.1 Owner shall pay Design-Builder its costs at the rates outlined on Exhibit A, for the Phase 1 Services, subject to adjustments made in accordance with the General Conditions of Contract. It is agreed that the Phase 1 work will not exceed the total amount of $251,140, unless otherwise provided in the Contract Documents, the Phase 1 Services compensation is deemed to include all sales, use, consumer and other taxes mandated by applicable Legal Requirements.

6.1.2 Upon completion of Phase 1, Design-Builder will provide Owner with a not to exceed price for the Phase 2 work. Upon approval by Owner Design-Builder will proceed with the Phase 2 work to be paid in accordance with Article 6 of the General Conditions, subject to adjustments made in accordance with the General Conditions of Contract. Unless otherwise provided in the Contract Documents, the Phase 2 Services compensation is deemed to include all sales, use, consumer and other taxes mandated by applicable Legal Requirements.

6.1.3 For Phase 3 Services, Owner shall pay Design-Builder in accordance with Article 6 of the General Conditions of Contract a contract price ("Contract Price") equal to the Lump Sum amount set forth in Section 6.2 hereof or in the Contract Price Amendment, subject to any GMP established in Section 6.6 hereof or as set forth in the Contract Price Amendment and any adjustments made in accordance with the General Conditions of Contract.

6.2 Lump Sum. Owner shall pay Design-Builder in accordance with Article 6 of the General Conditions of Contract the sum agreed to by the Owner and Design-Builder after the Phase 2 design has been completed ("Contract Price") for the Work for Phase 3 Services, subject to adjustments made in accordance with the General Conditions of Contract. Unless otherwise provided in the Contract Documents, the Contract Price is deemed to include all sales, use, consumer and other taxes mandated by applicable Legal Requirements.

6.3 Markups for Changes. If the Contract Price requires an adjustment due to changes in the Work, and the cost of such changes is determined under Section 9.4.1. of the General Conditions of Contract, the following markups shall be allowed on such changes:

6.3.1 For additive Change Orders, including additive Change Orders arising from both additive and deductive items, it is agreed that Design-Builder shall receive a Fee of five percent (5) of the additional costs incurred for that Change Order, plus the cost of Design-Builders insurance and bonding costs.

6.3.2 For deductive Change Orders, including deductive Change Orders arising from both additive and deductive items, the deductive amounts shall include:

[X] No additional reduction to account for Design-Builder's Fee or any other markup.

☐

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6.4 Cost of the Work.

6.4.1 The term Cost of the Work shall mean costs reasonably incurred by Design-Builder in the proper performance of the Work. The Cost of the Work shall include only the following:

6.4.1.1 Wages of direct employees of Design-Builder performing the Work at the Site or, with Owner's agreement, at locations off the Site, provided, however, that the costs for those employees of Design-Builder performing design services shall be calculated on the basis of prevailing market rates for design professionals performing such services or, if applicable, those rates set forth in an exhibit to this Agreement.

6.4.1.2 Wages or salaries of Design-Builder's supervisory and administrative personnel engaged in the performance of the Work and who are located at the Site or working off-Site to assist in the production or transportation of material and equipment necessary for the Work.

6.4.1.3 Wages or salaries of Design-Builder's personnel stationed at Design-Builder's principal or branch offices, but only to the extent said personnel are identified within a category of services listed within Exhibit-A and performing the function set forth in said Exhibit. The reimbursable costs of personnel stationed at Design-Builder's principal or branch offices shall include a six percent (6%) markup to compensate Design-Builder for the Project-related overhead associated with such personnel.

6.4.1.4 Costs incurred by Design-Builder for employee benefits, premiums, taxes, insurance, contributions and assessments required by law, collective bargaining agreements, or which are customarily paid by Design-Builder, to the extent such costs are based on wages and salaries paid to employees of Design-Builder covered under Sections 6.5.1.1 through 6.5.1.3 hereof.

6.5 Allowance Items and Allowance Values.

6.5.1 Any and all Allowance Items, as well as their corresponding Allowance Values, are set forth in the Contract Price Amendment or the Proposal.

6.5.2 Design-Builder and Owner have worked together to review the Allowance Items and Allowance Values based on design information then available to determine that the Allowance Values constitute reasonable estimates for the Allowance Items. Design-Builder and Owner will continue working closely together during the preparation of the design to develop Construction Documents consistent with the Allowance Values. Nothing herein is intended in any way to constitute a guarantee by Design-Builder that the Allowance Item in question can be performed for the Allowance Value.

6.5.3 No work shall be performed on any Allowance Item without Design-Builder first obtaining in writing advanced authorization to proceed from Owner. Owner agrees that if Design-Builder is not provided written authorization to proceed by the date set forth in the Project schedule, due to no fault of Design-Builder, Design-Builder may be entitled to an adjustment of the Contract Time(s) and Contract Price.

6.5.4 The Allowance Value includes the direct cost of labor, materials, equipment, transportation, taxes, and insurance associated with the applicable Allowance Item. All other costs, including design fees, Design-Builder's overall project management and general conditions costs, overhead and Fee, are deemed to be included in the original Contract Price, and are not subject to adjustment notwithstanding the actual amount of the Allowance Item.

☐ *(The parties are encouraged to discuss and agree upon performance incentives that will influence project success. These incentives may consist of Award Fees, incentives for safety, personnel retention, client satisfaction, and similar items.)*

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Article 7

Procedure for Payment

7.1 Payment for Preliminary Services. Design-Builder and Owner agree upon the following method for partial and final payment to Design-Builder for the services hereunder: (Insert terms.)

7.2 Contract Price Progress Payments.

7.2.1 Design-Builder shall submit to Owner on the twentieth (20th) day of each month, beginning with the first month after the Date of Commencement, Design-Builder's Application for Payment in accordance with Article 6 of the General Conditions of Contract.

7.2.2 Owner shall make payment within ten (10) days after Owner's receipt of each properly submitted and accurate Application for Payment in accordance with Article 6 of the General Conditions of Contract, but in each case less the total of payments previously made, and less amounts properly withheld under Section 6.3 of the General Conditions of Contract.

7.2.3 If Design-Builder's Fee under Section 6.4 hereof is a fixed amount, the amount of Design-Builder's Fee to be included in Design-Builder's monthly Application for Payment and paid by Owner shall be proportional to the percentage of the Work completed, less payments previously made on account of Design-Builder's Fee.

7.3 Retainage on Progress Payments.

7.3.1 Starting with the Phase 3 work Owner will retain five percent (5%) of each Application for Payment. Owner will also reasonably consider reducing retainage for Work completed early in the Project. Owner will not withhold retention during the Phase 1 and 2 services.

7.4 [Final Payment. Design-Builder shall submit its Final Application for Payment to Owner in accordance with Section 6.7 of the General Conditions of Contract. Owner shall make payment on Design-Builder's properly submitted and accurate Final Application for Payment (less any amount the parties may have agreed to set aside for warranty work) within ten (10) days after Owner's receipt of the Final Application for Payment, provided that Design-Builder has satisfied the requirements for final payment set forth in Section 6.7.2 of the General Conditions of Contract.

7.5 Interest. Payments due and unpaid by Owner to Design-Builder, whether progress payments or final payment, shall bear interest as provided by California law.

7.6 Record Keeping and Finance Controls. Design-Builder acknowledges that this Agreement is to be administered on an "open book" arrangement relative to Costs of the Work. Design-Builder shall keep full and detailed accounts and exercise such controls as may be necessary for proper financial management, using accounting and control systems in accordance with generally accepted accounting principles and as may be provided in the Contract Documents. During the performance of the Work and for a period of three (3) years after Final Payment, Owner and Owner's accountants shall be afforded access to, and the right to audit from time to time, upon reasonable notice, Design-Builder's records, books, correspondence, receipts, subcontracts, purchase orders, vouchers, memoranda, and other data relating to the Work, all of which Design-Builder shall preserve for a period of three (3) years after Final Payment. Such inspection shall take place at Design-Builder's offices during normal business hours unless another location and time is agreed to by the parties. Any multipliers or markups agreed to by Owner and Design-Builder as part of this Agreement are only subject to audit to confirm that such multiplier or markup has been charged in accordance with this Agreement, but the composition of such multiplier or markup is not subject to audit. Any lump sum agreed to by Owner and Design-Builder as part of this Agreement is not subject to audit.

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Article 8

Termination for Convenience

8.1 If Design-Builder is terminated for convenience pursuant to Section 11.6 of the General Conditions of Contract, and the parties have agreed to a payment to Design-Builder in the case of such termination of convenience, Owner shall pay Design-Builder for the following in addition to the amount set forth in Section 11.6.1 of the General Conditions of Contract:

☐ Overhead and profit in the amount of six percent (6%) on the sum of items set forth in Section 11.6.1 of the General Conditions of Contract.

8.2 In addition to the amounts set forth in Section 8.1 above and Section 11.6.1 of the General Conditions of Contract, Design-Builder shall be entitled to receive one of the following if the parties agree to an additional payment:

8.2.1 If Owner terminates this Agreement prior to commencement of construction, Design-Builder shall be paid six percent (6%) of the remaining balance of the Contract Price or, if a GMP has not been established, the remaining balance of the most recent estimated Contract Price.

8.2.2 If Owner terminates this Agreement after commencement of construction, Design-Builder shall be paid six percent (6%) of the remaining balance of the Contract Price or, if a GMP has not been established, the remaining balance of the most recent estimated Contract Price.

Article 9

Representatives of the Parties

9.1 Owner's Representatives.

9.1.1 Owner designates the individual listed below as its Senior Representative ("Owner's Senior Representative"), which individual has the authority and responsibility for avoiding and resolving disputes under Section 10.2.3 of the General Conditions of Contract: (Identify individual's name, title, address, and telephone numbers.)

9.1.2 Owner designates the individual listed below as its Owner's Representative, which individual has the authority and responsibility set forth in Section 3.4 of the General Conditions of Contract: (Identify individual's name, title, address, and telephone numbers.)

9.2 Design-Builder's Representatives.

9.2.1 Design-Builder designates the individual listed below as its Senior Representative ("Design-Builder's Senior Representative"), which individual has the authority and responsibility for avoiding and resolving disputes under Section 10.2.3 of the General Conditions of Contract: (Identify individual's name, title, address, and telephone numbers.)

9.2.2 Design-Builder designates the individual listed below as its Design-Builder's Representative, which individual has the authority and responsibility set forth in Section 2.1.1 of the General Conditions of Contract: (Identify individual's name, title, address, and telephone numbers.)

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Article 10

Bonds and Insurance

10.1 Insurance. Design-Builder and Owner shall procure the insurance coverages set forth in the Insurance Exhibit attached hereto and in accordance with Article 5 of the General Conditions of Contract.

10.2 Bonds and Other Performance Security. Upon approval of the Phase 3 price and acceptance of the Phase 3 proposal by Owner, Design-Builder shall provide Payment and Performance bonds for the full amount of the accepted Phase 3 proposal.

Article 11

Other Provisions

11.1 Other provisions, if any, are as follows: (Insert any additional provisions.)

11.2 Listing of Exhibits and documents incorporated herein:

Exhibit A – Scope of Services

DBIA Document No. 535, Standard Form of General Conditions of Contract Between Owner and Design-Builder (2022 Edition) ("General Conditions of Contract")
Contract Price Amendment, if any.

☐ Any claims, disputes, or controversies between the parties arising out of or related to the Agreement, or the breach thereof, which have not been resolved in accordance with the procedures set forth in Section 10.2 of the General Conditions of Contract shall be resolved in a court of competent jurisdiction in the state in which the Project is located.

[Section 2.9.1 of the General Conditions of Contract contains an option for the parties to establish a limited time frame for the Design-Builder's warranty. If the parties agree to such a limited time frame, the parties may insert it below.]

☐ The parties have agreed to limit the time frame that Owner can make a claim pursuant to Section 2.9.1 of the General Conditions of Contract. Owner must make all claims pursuant to Section 2.9.1 of the General Conditions of Contract within One _____ years of the date of Final Completion of the Project.

Article 12

Limitation of Liability

12.1 Limitation. To the fullest extent permitted by law, and notwithstanding any other provision of this Agreement, the total liability, in the aggregate, of Design-Builder, its Design Consultants, and Subcontractors, surety (if any) and their respective officers, directors, employees, and agents, and any of them, to Owner and anyone claiming by, through, or under Owner, for any and all claims, losses, liabilities, costs, or damages whatsoever arising out of, resulting from, or in any way related to, the Project or this Agreement from any cause, including but not limited to the negligence, indemnity, professional errors or omissions, strict liability, breach of contract, or warranty (express or implied) shall not exceed 50_____ percent (50%) of the Contract Price. The parties agree that specific consideration has been given by Design-Builder for this limitation and that it is deemed adequate.

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In executing this Agreement, Owner and Design-Builder each individually represents that it has the necessary financial resources to fulfill its obligations under this Agreement, and each has the necessary corporate approvals to execute this Agreement, and perform the services described herein.

OWNER:	**DESIGN-BUILDER:**
_____	_____
(Name of Owner)	*(Name of Design-Builder)*
_____	_____
(Signature)	*(Signature)*
_____	_____
(Printed Name)	*(Printed Name)*
_____	_____
(Title)	*(Title)*
Date: _____	Date: _____

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OLCC - Oakley Library and Community Center

EXHIBIT A.1 - GENERAL CONTRACTOR SCOPE OF SERVICES

September 15, 2025

PHASE 1 – VALIDATION (CONCEPT DESIGN)

1. Project management services
2. Estimating and budgeting services
3. Office clerical and billing services
4. Legal and contracts administration
5. Procure initial civil site survey as required to proceed to detailed plan development in phase 2
6. Solicit design build proposals from subcontractors for the following trades:
    a. Electrical
    b. Mechanical
    c. Plumbing
    d. Fire Protection Systems
7. Solicit and finalize all architectural and engineering fees required for Phase 2
8. Obtain owner review and approval on scope and cost of items 6 and 7 above prior to proceeding to phase 2

PHASE 2 – DETAILED DESIGN THROUGH PERMITTING

1. Project management support of meetings and design reviews as required
2. Estimating and budgeting services throughout the design cycle
3. Legal and contract administration as required to proceed to phase 3
4. Conduct estimating and bidding of the construction phase
5. Assemble detailed Guaranteed Maximum Price (GMP) Schedule of Values for the Construction Phase, and conduct open-book bid review with owner
6. Assemble a proposal for the GMP for the current proposed agreed upon scope
7. Assemble detailed construction schedule for the agreed upon scope of the project
8. Amend the contract to perform phase 3 under a fixed price with stipulated sum contract basis
9. Obtain owner approval to proceed with the construction phase under the agreed upon GMP proposal
10. Secure necessary permits and bonds as required for construction
11. Facilitate utility application and fees with owner

PHASE 3 – Construction

1. Manage and complete all construction of the proposed agreed upon scope in adherence to the Lump Sum GMP price reflected in the final executed addendum to this contract
2. Procure all necessary materials, equipment and furnishings in order to deliver the agreed upon scope of work
3. Obtain all necessary inspections, and approvals needed for completion of the project
4. Perform commissioning and closeout of the construction phase

FEE SUMMARY

Woodland Construction Fee Summary For Phase 1			
Billed as accrued, on a not to exceed basis			
Task	**Rate**	**QTY**	**Maximum To Not Exceed**
Project Management	$165 per hour	80 hours	$13,200.00
Estimating	$145 per hour	72 hours	$10,440.00
Office/clerical/Contracts Administration Allowance (Consultants as billed)	$90/hr Office & Clerical	Not To Exceed	$8,500.00
Architectural Design Fees (see below breakdown)			$204,785.00
General Contractor OHP	6%		$14,215.00
NOT TO EXCEED TOTAL			**$251,140.00**

Siegel & Strain Fee Summary for Phase 1 (included in total above)			
Task	**Rate**	**QTY**	**Maximum To Not Exceed**
Architectural fee			$119,275.00
Interior design consultant			$18,000.00
Civil consultant			$28,000.00
Landscape consultant			$21,000.00
Library programing consultant			$18,000.00
Reimbursable Expenses			$510.00
Total			**$204,785.00**

EXHIBIT A.2 - ARCHITECTURAL SCOPE OF SERVICES

PHASE 1 – VALIDATION (CONCEPT DESIGN)

Task 1 – Validation (Concept Design) (3 to 4 months)

1. **Subtasks:**

1.1 Project Start-up:

- Establish communication protocols, develop design team project plan and schedule

- Review available existing documents including site surveys, as-built drawings, geotechnical reports, feasibility studies, technical studies, Contra Costa County Library Design Standards, Example Contra Costa County Library Lease Agreement and all other provided documents and project information.

1.2 Project Leadership and Stakeholders Identification and Meetings: With City's input, identify groups and individuals who are to be engaged in the spatial programming and design process. At the writing of this scope, the groups, their representatives, responsibilities, and engagement have been identified as follows (and forms the basis of our engagement efforts):

Project Leadership Team

- Members: City Manager, Assistant City Manager, Public Works Director

- Responsible for overall project direction and decisions, project management, and specifically direction related to the community center aspects (building program and design).

- Bi-weekly progress meetings plus direct communications with individual team members as needed to advance the project.

Design Steering Committee

- Members: Project Leadership Team (see above) plus representatives from the Contra Costa County Library (CCCL) including County Librarian, Deputy County Librarian, Library Services Manager and Oakley Library Manager. (Note

that others from CCCL including Deputy County Librarian for Technical Services, Library IT and Collection Development Manager will be engaged as needed.)

- Responsible for providing direction related to library services and operations, and those of the community center; project vision, mission and goals; spatial program for the building and site; and input on evolving design.

- Up to (4) programming and concept design meetings during this initial Validation Phase.

- Direct communications as needed for specific project background and spatial programming information.

Council Subcommittee

- Members: (2) City of Oakley Council Members plus Project Leadership Team

- City Council Members responsible for attending monthly project progress meetings with Project Leadership Team, providing input on design and process, and keeping the City Council apprised of the project progress.

- Up to (3) Progress meetings with Council Subcommittee

Project Stakeholders

- Friends of the Oakley Library, Oakley Youth Advisory Council, and the local Oakley veterans group.

- Responsibilities include attending small informational meetings with the Design Team. (We will schedule meeting(s) directly with the Friends group. We'll attend one of the pre-scheduled Youth Advisory Council monthly meetings and one of the veterans' breakfast meetings.)

1.3 Community Engagement Process: Work with the City to define the community engagement strategy that best aligns with the project needs for rollout in Phase 2 during the Schematic Design effort. The approach discussed with the Project Leadership Team is to conduct up to three engagement events with the same content at different locations in Oakley for input on the evolving project design.

1.4 Existing Site Conditions Documentation

- Visit the site to familiarize with the existing conditions.

- Prepare site analysis diagrams indicating opportunities and constraints.

- Produce topographic utility, and boundary surveys.

1.5 Vision, Mission, Goals and Spatial Program, developed in collaboration with City & CCCL.

- Collect background information related to library and community center services and operations, and prepare an *Oakley Library Background & Assessment Report*. This report will include vision and mission statements; service and project goals; relevant aspects of operating agreement between City and Library; existing and anticipated usage of the Library & Community Center; current and anticipated service and program offerings; and staffing considerations.

- Based on the collected background information, prepare a detailed *Building and Site Spatial Program* that articulates the space requirements for the new Oakley Library & Community Center. This document will describe the types of uses and activities to be accommodated in the new building, their area requirements and occupancy loads, desired adjacencies, qualities and special requirements (lighting, power, technology, acoustics). The document will cover including but not limited to:

    - User groups and collections for Adults, Young Adults, Youth, Pre-school Children, Toddlers and their parents/care providers
    - Collection handling, processing, shelving requirements and desires
    - Staffing spaces related to and including: public service interaction; workroom, equipment and breakroom requirements; deliveries
    - Furnishings: seating, tables, shelving, display systems, etc.
    - Public access computers and equipment
    - Meeting, gathering and flex spaces for library and city programs, gatherings, events
    - Access including after library hours
    - Displays and exhibits

- The process for gathering information for goal setting and the spatial program includes meetings with City and Library staff and stakeholders as described above in Subtask 1.2.

1.6 Conceptual Design

- Based on the information gathered in the previous subtask, prepare a conceptual design, documented in site plan, floor plan, and simple 3D renderings, for a project with indication of space for the possibility of future expansion.

- Review and advance the preliminary design based on input from the Project Leadership Team, the Design Steering Committee, and the Council Subcommittee.

- Conceptual design cost estimate (by Builder). Assist Builder to develop an initial construction cost estimate.

1.7 Preliminary Regulatory & Code Analyses, and Approval Process

- Summarize zoning regulations including allowable uses, setbacks, height limits, parking requirements and any other zoning considerations.

- Conduct and summarize a preliminary building code analysis.

- Host a roundtable meeting with City Agencies to review applicable codes and interpretations, review procedures, associated costs, and review periods.

- Document approval process and submittal requirements for required reviews.

1.8 Budget Confirmation (by Builder): Assist Builder establish an initial project budget that includes all anticipated project costs including soft, permitting, utility-related, construction, and FF&E costs.

1.9 Schedule Development (by Builder): Assist Builder to develop a detailed project schedule for project through completion.

1.10 Owner's Project Criteria Document: This task concludes with the definition and documentation of the Owner's Project Criteria. This document will serve as the foundation for the project scope in subsequent phases. The City of Oakley Project Leadership Team must approve this document, including the vision, mission, and goals statements, the detailed spatial program, and the conceptual design, before advancing the project to the next phase.

2. **Required from the City:**

- Existing Documents

- Attendance at meetings and responses to requests in a timely manner

3. **Deliverables:**

- Topographic, Utility, and Boundary Surveys
- Site Analysis Diagrams
- Program document including Vision, Mission, and Goals Statements and a detailed Building and Site Spatial Program
- Conceptual Design as documented in diagrams, site plan, floor plan, and 3D renderings
- Preliminary Regulatory & Code Analyses, and Approval Process documented
- Owner's Project Criteria (written in conjunction with the City and Builder)
- BY BUILDER: Project budget and schedule

4. **Meeting Summary:**

- Project Oversight Meetings - (12) Bi-Weekly virtual meetings with Project Leadership Team
- Library & Community Center Operations and Detailed Spatial Program - (4) virtual Work Sessions with Design Steering Committee
- (3) Progress meetings with Council Subcommittee - (2) virtual, (1) in-person meetings
- (1) each Informational in-person interviews/meetings with the Friends of the Oakley Library, Youth Advisory Council, local veterans group
- Up to (3) meetings with city departments and local agencies to review conceptual design, and confirm requirements and approval process - (2) virtual, (1) in-person meetings
- Information gathering, review, and confirmation meetings and communications to complete tasks and deliverables

INFORMATION BELOW PRELIMINARY & PROVIDED FOR INFORMATION ONLY

PHASE 2 – DETAILED DESIGN THROUGH PERMITTING

Note, the scope listed below is preliminary and will be refined as we progress through Phase 1. Phases 2 and 3 scopes will be submitted for approval towards the conclusion of the previous phase.

Task 2 – 30% Design (Schematic Design) (TBD months)

1. **Subtasks:**

- Meet with the City to review comments on Phase 1 Pre-Design Documents and Owner's Project Criteria.

- Stakeholder Engagement Implementation: Implement the Stakeholder engagement strategy as defined in Phase 1.
    - (3) Community Engagement Meetings
    - Additional informational meetings with groups such as the Veterans and Youth Advisory Group as needed
    - Present Preferred Conceptual Design to the City Council

- Develop a Preliminary Energy Model, testing various options. Review results with the City.

- Prepare 30% Design Documents, including:
    - Site Plan locating major features
    - Grading Plan
    - Utility Plan
    - Building Plans
    - (3) 3D renderings
    - Structural framing diagram
    - Systems (MEP) diagrams
    - Regulatory & Code Analysis
    - Draft Basis of Design Document
        - Project Goals
        - Performance requirements
        - Proposed materials, assembly descriptions
        - Proposed System descriptions

- Submit 30% Design Documents to the City

2. **Deliverables:**

    - 30% Design Documents

3. **Meeting Summary:**

    - City Council to present the preferred Conceptual Design
    - Pre-Design Report comment review
    - Energy Model review meeting
    - Conduct collaborative meetings and workshops with the City and Stakeholders.
        - Process TBD
        - (3) Community Engagement Meetings
    - Ongoing coordination and progress meetings

Task 3 – 60% Design (Design Development) (TBD months)

Advance design to 60% Design level. Fix and describe size and character of the architecture together with structural, mechanical, and electrical.

1. **Tasks:**

    - Meet with the City to review 30% Design and City comments
    - Design Workshops
    - Develop design of building and related site improvements. 60% Design Documents to include:
        - Architectural Plans
        - Regulatory & Code Analysis Plans
        - Site Demolition Plan
        - Grading & Utility Plans
        - Stormwater Management Plan
        - Landscape Site Plans
        - Mechanical Plans

- Plumbing Plans
- Lighting Plans
- Low voltage plans for technology system, security system cabling infrastructure, and fire alarm system components.
- Outline Specifications
- Cut sheets for major equipment & fixtures
- Cost Estimate
- Final Basis of Design Document
  - Project Goals
  - Performance requirements
  - Proposed materials, assembly descriptions
  - Proposed System descriptions

- Submit 60% Design documents to the City
- Planning Approvals: Coordinate and submit required documents to secure planning approvals.

2. **Deliverables:**
   - 60% Design Documents
3. **Meeting Summary:**
   - 30% Design comment review
   - Design Workshops
   - Meet with Planning agencies to review comments
   - Ongoing coordination and progress meetings

Task 4 –90% Design (Construction Documents) (TBD months)

Prepare contract documents used to permit and bid.

Drawings prepared in Revit; specifications in MS Word.

1. **Tasks:**

    - Develop site and building design to 90% Design level (Permit Submittal / Bid Set)
        - Meet with the City to review 60% Design documents and City comments
        - Prepare 90% Design Documents, including:
            - Update to 60% Design documents
            - Cal Green checklist
            - Title 24 Documentation
        - Submit permit documents for review by the City
        - Submit permit documents for review by AHJ
        - Respond to up to 2 rounds of plan check comments
    - Design team to Assist Builder in obtaining a successful bid, including:
        - Manage Design Team through bidding process
        - Attend bid walk, organized by PM
        - Respond to Bidder Requests for Information (RFIs)
        - Issue Addenda

2. **Deliverables:**

    - 90% Design, Drawings and Specifications (Permit Submittal / Bid Set)
        - Final permit applications and supporting design documents

3. **Meeting Summary:**

    - 60% Design Comment Review
    - Pre-permit submittal meetings with Regulatory Agencies (up to 2)
    - Plan Check comment review meeting (up to 2, if needed)
    - Bid Walk

- Meetings with the City to present the GMP proposal
- Ongoing coordination and progress meetings

Task 5 – 100% Design (Construction Documents) (TBD months)

Prepare contract documents used to construct.

1. **Tasks:**
    - Develop site and building design to 100% Design level
        - Incorporate Permit comments & City comments into Construction Documents
        - Prepare 100% Design documents, including:
            - Update to 90% Design documents
        - Submit 100% Design Documents to the City
    - Assist Builder in securing necessary permits
2. **Deliverables:**
    - 100% Design Documents, Drawings and Specifications
3. **Meeting Summary:**
    - 90% Design comment review
    - Ongoing coordination and progress meetings

PHASE 3 – CONSTRUCTION

Note, The scope listed below for this phase is preliminary and will be refined as we progress through Phase 1 and Phase 2.

Task 6 – Construction (TBD months)

1. **Tasks:**
    - Design Team tasks during construction include:
        - Attend pre-construction Meeting
        - Construction meetings and site observations

- Review shop drawings and submittals
- Review change orders
- Prepare RFI responses
- Prepare Supplemental Instructions
- Issue Field Notes
- Attend Punch list walks
- Review and approve punch lists

- Design Team tasks during close-out include:
  - Review contractor provided as-built drawings for all disciplines
  - Prepare As-Built drawings and documentation based on contractor markups
  - Review Operations and Manual submittals for accuracy and completeness

2. **Deliverables:**
   - As-Built drawings
3. **Meeting Summary:**
   - Pre-construction Meeting
   - Construction Meetings

Service Exclusions

The following are excluded from the scope of services:

1. Overall project management beyond the S&S consultant team

2. Furniture, fixtures and equipment (FF&E)

3. Report by a Certified Access Specialist, CASp

4. Permit submission fees

5. Hazardous material testing, report, or abatement

6. Structural anchorage and vibration calculations

7. Geotechnical, geological, or soils testing or reports

8. Arborist report

9. Pest and Termite inspection and report

10. Fire Sprinkler detailed design

11. Security system detailed design

12. Fire alarm detailed design

13. Construction staking

14. Division 0 - Front-end documents including the following typically included in a Project Manual: Introductory Information, Bidding Requirements, Instructions to Bidders, Contracting Requirements

15. Division 1 Specifications

16. Regulatory Application submittal forms, fees and permits

17. CEQA documents and professional evaluations required by CEQA

18. Signage beyond that required by code

Additional Services

The following are excluded from the scope of services, but maybe provided as an additional service:

19. LEED documentation and submission for LEED certification or other building rating systems

20. Meetings and site visits in excess of those indicated in the Scope above

21. Project phasing (i.e phased construction documentation)

22. Value Engineering the project after contractor bid

23. Life cycle cost analysis

24. Planning entitlements documentation and process are not included in the design scope nor are traffic and acoustic studies that may be required for entitlements

25. Commercial kitchen design

26. Elevator design

27. Acoustical analysis or design beyond that required for designing interior wall and ceiling assemblies

28. Certified Access Specialist (CASp) evaluation

29. Specialty waterproofing and building enclosure engineering

30. Design of new electrical service or generator system

31. Energy modeling, thermal comfort, and daylighting analysis beyond that listed in this scope

32. Photovoltaic System Design and Battery Energy Storage System (BESS)

33. Reconciliation of cost estimates with cost estimates by others

2025 Hourly Billing Rates

Principal $285

Senior Architect/Designer ..... $180-$220

Architect/Designer..... $165-$180

Junior Architect/Designer ..... $115-$165

Support Staff ..... $90-$130

Overhead is included in these rates. Administrative time of support staff is only billed for services on a project.

Reimbursable Expenses

Reimbursable expenses are not included in our professional fees and are an additional charge. We bill the following reimbursable expenses at our invoice cost times 1.05:

- Reproduction, plotting and handling of drawings and specifications
- Travel expenses (mileage rate is $.70 per mile)
- Delivery expenses

Direct Job Costs

Other direct job costs, such as consultants (structural engineering and the like), fees paid for securing approvals of authorities having jurisdiction over the project, and models or renderings requested by the Owner, are also billed at direct costs times 1.05 unless you contract for them directly.

Payment

Projects are typically billed monthly, and payment is due within 30 days from the date of architect's invoice. Amounts unpaid 30 days after the invoice date shall bear late payment penalty at the rate of 1.5% per month. Siegel & Strain Architects prefers electronic payment via Automate Clearing House (ACH). Please email accounting@siegelstrain.com to set up the electronic payment process. Alternatively, make checks payable to Siegel & Strain Architects, 6201 Doyle Street, Suite B, Emeryville, CA 94608.

**Billing rates are subject to change January 2026.*

Standard Form of General Conditions of Contract Between Owner and Design-Builder

Design-Build Institute of America - Contract Documents

LICENSE AGREEMENT

By using the DBIA Contract Documents, you agree to and are bound by the terms of this License Agreement.

1. **License.** The Design-Build Institute of America ("DBIA") provides DBIA Contract Documents and licenses their use worldwide. You acknowledge that DBIA Contract Documents are protected by the copyright laws of the United States. You have a limited nonexclusive license to: (a) Use DBIA Contract Documents on any number of machines owned, leased or rented by your company or organization; (b) Use DBIA Contract Documents in printed form for bona fide contract purposes; and (c) Copy DBIA Contract Documents into any machine-readable or printed form for backup or modification purposes in support of your permitted use.
2. **User Responsibility.** You assume sole responsibility for the selection of specific documents or portions thereof to achieve your intended results, and for the installation, use, and results obtained from the DBIA Contract Documents. You acknowledge that you understand that the text of the DBIA Contract Documents has important legal consequences and that consultation with an attorney is recommended with respect to use or modification of the text. You will not represent that any of the contract documents you generate from DBIA Contract Documents are DBIA documents unless (a) the document text is used without alteration or (b) all additions and changes to, and deletions from, the text are clearly shown.
3. **Copies.** You may not use, copy, modify, or transfer DBIA Contract Documents, or any copy, modification or merged portion, in whole or in part, except as expressly provided for in this license. Reproduction of DBIA Contract Documents in printed or machine-readable format for resale or educational purposes is expressly prohibited. You will reproduce and include DBIA's copyright notice on any printed or machine-readable copy, modification, or portion merged into another document or program.
4. **Transfers.** You may not transfer possession of any copy, modification or merged portion of DBIA Contract Documents to another party, except that a party with whom you are contracting may receive and use such transferred material solely for purposes of its contract with you. You may not sublicense, assign, or transfer this license except as expressly provided in this Agreement, and any attempt to do so is void.
5. **Term.** The license is effective for one year from the date of purchase. DBIA may elect to terminate it earlier, by written notice to you, if you fail to comply with any term or condition of this Agreement.
6. **Limited Warranty.** DBIA warrants the electronic files or other media by which DBIA Contract Documents are furnished to be free from defects in materials and workmanship under normal use during the Term. There is no other warranty of any kind, expressed or implied, including, but not limited to the implied warranties of merchantability and fitness for a particular purpose. Some states do not allow the exclusion of implied warranties, so the above exclusion may not apply to you. This warranty gives you specific legal rights and you may also have other rights which vary from state to state. DBIA does not warrant that the DBIA Contract Documents will meet your requirements or that the operation of DBIA Contract Documents will be uninterrupted or error free.
7. **Limitations of Remedies.** DBIA's entire liability and your exclusive remedy shall be: the replacement of any document not meeting DBIA's "Limited Warranty" which is returned to DBIA with a copy of your receipt, or at DBIA's election, your money will be refunded. In no event will DBIA be liable to you for any damages, including any lost profits, lost savings or other incidental or consequential damages arising out of the use or inability to use DBIA Contract Documents even if DBIA has been advised of the possibility of such damages, or for any claim by any other party. Some states do not allow the limitation or exclusion of liability for incidental or consequential damages, so the above limitation or exclusion may not apply to you.
8. **Acknowledgment.** You acknowledge that you have read this agreement, understand it and agree to be bound by its terms and conditions and that it will be governed by the laws of the District of Columbia. You further agree that it is the complete and exclusive statement of your agreement with DBIA which supersedes any proposal or prior agreement, oral or written, and any other communications between the parties relating to the subject matter of this agreement.

General Instructions

No.	Subject	Instruction
1.	Standard Forms	Standard form contracts have long served an important function in the United States and international construction markets. The common purpose of these forms is to provide an economical and convenient way for parties to contract for design and construction services. As standard forms gain acceptance and are used with increased frequency, parties are able to enter into contracts with greater certainty as to their rights and responsibilities.
2.	DBIA Standard Form Contract Documents	Since its formation in 1993, the Design-Build Institute of America (DBIA) has regularly evaluated the needs of Owners, Design-Builders, and other parties to the design-build process in preparation for developing its own contract forms. Consistent with DBIA's mission of promulgating best design-build practices, DBIA believes that the design-build contract should reflect a balanced approach to risk that considers the legitimate interests of all parties to the design-build process. DBIA's Standard Form Contract Documents reflect a modern risk allocation approach, allocating each risk to the party best equipped to manage and minimize that risk, with the goal of promoting best design-build practices.
3.	Use of Non-DBIA Documents	To avoid inconsistencies among documents used for the same project, DBIA's Standard Form Contract Documents should not be used in conjunction with non-DBIA documents unless the non-DBIA documents are appropriately modified on the advice of legal counsel. Moreover, care should also be taken when using different editions of the DBIA Standard Form Document on the same project to ensure consistency.
4.	Legal Consequences	DBIA Standard Form Contract Documents are legally binding contracts with important legal consequences. Contracting parties are advised and encouraged to seek legal counsel in completing or modifying these Documents.
5.	Reproduction	DBIA hereby grants to purchasers a limited license to reproduce its Documents consistent with the License Agreement accompanying these Documents. At least two original versions of the Agreement should be signed by the parties. Any other reproduction of DBIA Documents is strictly prohibited.
6.	Modifications	Effective contracting is accomplished when the parties give specific thought to their contracting goals and then tailor the contract to meet the unique needs of the project and the design-build team. For that reason, these Documents may require modification for various purposes including, for example, to comply with local codes and laws, or to add special terms. DBIA's latest revisions to its Documents provide the parties an opportunity to customize their contractual relationship by selecting various optional contract clauses that may better reflect the unique needs and risks associated with the project. Any modifications to these Documents should be initialed by the parties. At no time should a document be re-typed in its entirety. Re-creating the document violates copyright laws and destroys one of the advantages of standard forms – familiarity with the terms.
7.	Execution	It is good practice to execute two original copies of the Agreement. Only persons authorized to sign for the contracting parties may execute the Agreement.

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Specific Instructions

Section	Title	Instruction
General	Purpose of This Document	The General Conditions of Contract provide the terms and conditions under which the Work of the Project will be performed. This document accompanies DBIA Document No. 525 and DBIA Document No. 530 (each referred to herein generally as "Agreement"). It may also be incorporated by reference into other related agreements, as between Design-Builder and Design Consultant, and Design-Builder and Subcontractor.
General	Checklist	The following Sections reference documents that are to be attached to the Agreement: • Section 3.5.1 – Owner's Permit List • Article 5 – Insurance and Bonds
2.1.3	Schedule	The parties are encouraged, if possible, to agree to a schedule for the execution of the Work upon execution of the Agreement or upon establishing the GMP.
2.2.1	Design Professional Services	The parties should be aware that in addition to requiring compliance with state licensing laws for design professionals, some states also require that the design professional have a corporate professional license.
2.3.1	Standard of Care for Design Professional's Services	Design-Builder's obligation is to deliver a design that meets prevailing industry standards. However, DBIA has provided the parties at Article 11 of the Agreement an optional provision whereby if Owner can identify specific performance standards that can be objectively measured, Design-Builder is obligated to design the Project to satisfy these standards if this optional provision is selected. To avoid any confusion and to ensure that the parties fully understand what their obligations are, the specific performance standards should be clearly identified and should be able to be objectively measured. Design-Builder should recognize that this is a heightened standard of care that has insurance ramifications that should be discussed with Design-Builder's insurance advisor.
3.5	Government Approvals and Permits	Design-Builder is responsible for obtaining all necessary permits, approvals, and licenses, except to the extent specific permits, approvals, and licenses are set forth in an Owner's Permit List, which must be attached as an exhibit to the Agreement. The parties, prior to execution of the Agreement, should discuss which permits, approvals and licenses need to be obtained for the Project and which party is in the best position to do so.
5.1.1	Design-Builder's Insurance Requirements	Design-Builder is obligated to provide insurance coverage from insurance carriers that meet the criteria set forth in the Insurance Exhibit attached to Section 10.1 of the Agreement.
5.1.2	Exclusions to Design-Build	Parties are advised that their standard insurance policies may contain exclusions for the design-build delivery method. This Section 5.1.2 requires that any such exclusions be deleted from the policy.
5.2	Owner's Insurance Requirements	Owner, in addition to providing the insurance set forth in this Section and Section 5.3, is also obligated to procure the insurance coverages for the amounts and consistent with the terms set forth in the Insurance Exhibit made part of the Agreement.
5.4	Bonds and Other Performance Security	Design-Builder is only obligated to provide bonds or other forms of performance security to the extent called for in Section 10.2 of the Agreement.

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Section	Title	Instruction
8.2.2	Compensability for Force Majeure Events	The parties are provided the option in the Agreement of negotiating whether Design-Builder is entitled to compensation for Force Majeure Events.
9.4.3	Payment/ Performance of Disputed Services	When Owner disputes Design-Builder's entitlement to a change order or disagrees with Design-Builder regarding the scope of Work, and nevertheless expects Design-Builder to perform the services, Design-Builder's cash flow and ability to complete the Work will be hampered if Owner fails to pay Design-Builder for the disputed services. This Section provides a balanced approach whereby Design-Builder is required to perform the services, but Owner is required to pay fifty percent (50%) of Design-Builder's reasonable estimated direct costs of performing such services until the dispute is settled. By so doing, Owner does not forfeit its right to deny total responsibility for payment, and Design-Builder does not give up its right to demand full payment. The dispute shall be resolved according to Article 10.
Article 10	Contract Adjustments and Disputes	DBIA endorses the use of partnering, negotiation, mediation and arbitration for the prevention and resolution of disputes. The General Conditions of Contract provides for the parties' Representatives and Senior Representatives to attempt to negotiate the dispute or disagreement. If this attempt fails, the dispute shall be submitted to mandatory, non-binding mediation. Any dispute that cannot be resolved by mediation shall then be submitted to binding arbitration, unless the parties elect in the Agreement to submit their dispute to a court of competent jurisdiction.
10.3.4	Prevailing Party Fees	The prevailing party in any arbitration, or any other final, binding dispute proceeding upon which the parties may agree, shall receive reasonable attorneys' fees from the other party. DBIA supports this "loser pays" provision to encourage parties to negotiate or mediate their differences and to minimize the number of frivolous disputes.
10.4	Duty to Continue Performance	Pending the resolution of any dispute or disagreement, both Owner and Design-Builder shall continue to perform their respective duties under the Contract Documents, unless the parties provide otherwise in the Contract Documents.
10.5	Consequential Damages	DBIA believes that it is inappropriate for either Owner or Design-Builder to be responsible to the other for consequential damages arising from the Project. This limitation on consequential damages in no way restricts, however, the payment of liquidated damages, if any, under Article 5 of the Agreement.
11.4	Design-Builder's Right to Terminate for Cause	If Design-Builder properly terminates the Agreement for cause, it shall recover from Owner in the same way as if Owner had terminated the Agreement for convenience under Section 11.6 of the General Conditions. Owner shall pay to Design-Builder its costs, reasonable overhead and profit on the costs, and an additional payment based on a percentage of the remaining balance of the Contract Price, all as set forth in Article 8 of the Agreement.
11.6.2	Termination for Convenience: Owner's Use of Work Product	Owner should not use the Termination for Convenience clause to obtain Design-Builder's valuable design concepts and then seek lower bids from another design-builder. If Owner terminates this Agreement for its own convenience, and chooses to proceed with the Project using Design-Builder's Work Product, Owner should pay an additional sum for the use of Design-Builder's Work Product pursuant to Section 4.3 of the Agreement.
Article 12	Electronic Data	Design-Builder and Owner shall agree on the software and format for the transmission of Electronic Data. Ownership of Work Product in electronic form is governed by Article 4 of the Agreement. The transmitting party disclaims all warranties with respect to the media transmitting the Electronic Data, but nothing in this Article is intended to negate duties with respect to the standard of care in creating the Electronic Data.

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Article 1

General

1.1 Mutual Obligations.

1.1.1 *Owner and Design-Builder* commit at all times to cooperate fully with each other and proceed on the basis of trust and good faith, to permit each party to realize the benefits afforded under the Contract Documents.

1.2 Basic Definitions.

1.2.1 *Agreement* refers to the executed contract between Owner and Design-Builder under either DBIA Document No. 525, *Standard Form of Agreement Between Owner and Design-Builder – Lump Sum* (2024 Edition); DBIA Document No. 530, *Standard Form of Agreement Between Owner and Design-Builder – Cost Plus Fee With an Option for a Guaranteed Maximum Price* (2024 Edition); DBIA Document No. 544, *Standard Form of Progressive Design-Build Agreement* (2024 Edition); or DBIA Document No. 545, *Standard Form of Progressive Design-Build Agreement for Water and Wastewater Projects* (2024 Edition).

1.2.2 *Basis of Design Documents* are as follows: For DBIA Document No. 530, *Standard Form of Agreement Between Owner and Design-Builder – Cost Plus Fee With an Option for a Guaranteed Maximum Price*, the Basis of Design Documents are those documents specifically listed in, as applicable, the GMP Exhibit or GMP Proposal as being the "Basis of Design Documents." For DBIA Document No. 525, *Standard Form of Agreement Between Owner and Design-Builder – Lump Sum*, for DBIA Document No. 544, *Standard Form of Progressive Design-Build Agreement*, the Basis of Design Documents are Owner's Project Criteria, Design-Builder's Proposal, and the Deviation List, if any. For DBIA Document No. 545, *Standard Form of Progressive Design-Build Agreement for Water and Wastewater Projects,* the Basis of Design Documents are Owner's Project Criteria, Design-Builder's Proposal and the Deviation List, if any.

1.2.3 *Construction Documents* are the documents, consisting of Drawings and Specifications, to be prepared or assembled by Design-Builder consistent with the Basis of Design Documents unless a deviation from the Basis of Design Documents is specifically set forth in a Change Order executed by both Owner and Design-Builder, as part of the design review process contemplated by Section 2.4 of these General Conditions of Contract.

1.2.4 *Day* or *Days* shall mean calendar days unless otherwise specifically noted in the Contract Documents.

1.2.5 *Design-Build Team* is comprised of Design-Builder, Design Consultant, and key Subcontractors identified by Design-Builder.

1.2.6 *Design Consultant* is a qualified, licensed design professional who is not an employee of Design-Builder, but is retained by Design-Builder, or employed or retained by anyone under contract with Design-Builder, to furnish design services required under the Contract Documents. A Design Sub-Consultant is a qualified, licensed design professional who is not an employee of Design Consultant but is retained by Design Consultant or employed or retained by anyone under contract to Design Consultant, to furnish design services required under the Contract Documents.

1.2.7 *Design Submission* means any and all documents, shop drawings, electronic information, including computer programs and computer generated materials, data, plans, drawings, sketches, illustrations, specifications, descriptions, models, and other information developed, prepared, furnished, delivered or required to be delivered by, or for, Design-Builder.

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1.2.8 *Final Completion* is the date on which all Work is complete in accordance with the Contract Documents, including but not limited to, any items identified in the punch list prepared under Section 6.6.1 and the submission of all documents set forth in Section 6.7.2.

1.2.9 *Force Majeure Events* are those events that are beyond the control of both Design-Builder and Owner, including the events of war, floods, labor disputes, earthquakes, epidemics, adverse weather conditions not reasonably anticipated, and other acts of God.

1.2.10 *General Conditions of Contract* refer to this DBIA Document No. 535, *Standard Form of General Conditions of Contract Between Owner and Design-Builder* (2022 Edition).

1.2.11 *GMP Exhibit* means that exhibit attached to DBIA Document No. 530, *Standard Form of Agreement Between Owner and Design-Builder – Cost Plus Fee With an Option for a Guaranteed Maximum Price*, which exhibit will have been agreed upon by Owner and Design-Builder prior to the execution of the Agreement.

1.2.12 *GMP Proposal* or *Proposal* means that proposal developed by Design-Builder in accordance with Section 6.6 of DBIA Document No. 530, *Standard Form of Agreement Between Owner and Design-Builder, Cost Plus Fee With an Option for a Guaranteed Maximum* Price or with Section 1.3 of DBIA Document No. 544, *Progressive Design-Build Agreement,* or DBIA Document No. 545, *Progressive Design-Build Agreement for Water and Wastewater Projects.*

1.2.13 *Hazardous Conditions* are any materials, wastes, substances and chemicals deemed to be hazardous under applicable Legal Requirements, or the handling, storage, remediation, or disposal of which are regulated by applicable Legal Requirements.

1.2.14 *Legal Requirements* are all applicable federal, state and local laws, codes, ordinances, rules, regulations, orders and decrees of any government or quasi-government entity having jurisdiction over the Project or Site, the practices involved in the Project or Site, or any Work.

1.2.15 *Owner's Project Criteria* are developed by or for Owner to describe Owner's program requirements and objectives for the Project, including use, space, price, time, site and expandability requirements, as well as submittal requirements and other requirements governing Design-Builder's performance of the Work. Owner's Project Criteria may include conceptual documents, design criteria, design performance specifications, design specifications, and LEED® or other sustainable design criteria and other Project-specific technical materials and requirements.

1.2.16 *Site* is the land or premises on which the Project is located.

1.2.17 *Subcontractor* is any person or entity retained by Design-Builder as an independent contractor to perform a portion of the Work and shall include materialmen and suppliers.

1.2.18 *Sub-Subcontractor* is any person or entity retained by a Subcontractor as an independent contractor to perform any portion of a Subcontractor's Work and shall include materialmen and suppliers.

1.2.19 *Substantial Completion* or *Substantially Complete* means the date on which the Work, or an agreed upon portion of the Work, is sufficiently complete in accordance with the Contract Documents so that Owner can occupy and use the Project or a portion thereof for its intended purposes.

1.2.20 *Work* is comprised of all Design-Builder's design, construction and other services required by the Contract Documents, including procuring and furnishing all materials, equipment, services and labor reasonably inferable from the Contract Documents.

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Article 2

Design-Builder's Services and Responsibilities

2.1 General Services.

2.1.1 Design-Builder's Representative shall be reasonably available to Owner and shall have the necessary expertise and experience required to supervise the Work. Design-Builder's Representative shall communicate regularly with Owner and shall be vested with the authority to act on behalf of Design-Builder. Design-Builder's Representative may be replaced only with the mutual agreement of Owner and Design-Builder.

2.1.2 Unless the parties agree on a different time period for submission of a status report, Design-Builder shall provide Owner with a monthly status report detailing the progress of the Work, including (i) whether the Work is proceeding according to schedule; (ii) whether discrepancies, conflicts, or ambiguities exist in the Contract Documents that require resolution; (iii) whether health and safety issues exist in connection with the Work; (iv) status of the contingency account to the extent provided for in the *Standard Form of Agreement Between Owner and Design-Builder – Cost Plus Fee With an Option for a Guaranteed Maximum Price*; and (v) other items that require resolution so as not to jeopardize Design-Builder's ability to complete the Work for the Contract Price and within the Contract Time(s). Status reports shall be submitted with Design-Builder's draft Payment Applications as a pre-requisite to payment.

2.1.3 Unless a schedule for the execution of the Work has been attached to the Agreement as an exhibit at the time the Agreement is executed, Design-Builder shall prepare and submit, at least three (3) days prior to the meeting contemplated by Section 2.1.4 hereof, a schedule for the execution of the Work for Owner's review and response. The schedule shall indicate the dates for the start and completion of the various stages of Work, including the dates when Owner information and approvals are required to enable Design-Builder to achieve the Contract Time(s). The schedule shall be revised as required by conditions and progress of the Work, but such revisions shall not relieve Design-Builder of its obligations to complete the Work within the Contract Time(s), as such dates may be adjusted in accordance with the Contract Documents. Owner's review of, and response to, the schedule shall not be construed as relieving Design-Builder of its complete and exclusive control over the means, methods, sequences and techniques for executing the Work.

2.1.4 The parties will meet within seven (7) days after execution of the Agreement to discuss issues affecting the administration of the Work and to implement the necessary procedures, including those relating to submittals and payment, to facilitate the ability of the parties to perform their obligations under the Contract Documents.

2.2 Design Professional Services.

2.2.1 Design-Builder shall, consistent with applicable state licensing laws, provide through qualified, licensed design professionals employed by Design-Builder, or procured from qualified, independent licensed Design Consultants, the necessary design services, including architectural, engineering and other design professional services, for the preparation of the required drawings, specifications and other design submittals to permit Design-Builder to complete the Work consistent with the Contract Documents. Nothing in the Contract Documents is intended or deemed to create any legal or contractual relationship between Owner and any Design Consultant.

2.2.2 Design-Builder shall employ only Design Consultants and/or Design Subconsultants who are duly licensed and qualified to perform the Work consistent with the Contract Documents. Prior to the date that Design Consultants and/or Design Subconsultants perform Work on the Project, Design-Builder shall identify in writing to Owner all Design Consultants and Design Subconsultants. To the extent that Design-Builder has not selected a Design Consultant or Design Subconsultant prior to performing the Work, Design-Builder shall provide Owner in writing a list of any subsequently added Design Consultants and/or Design Subconsultants and their scope of Work

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prior to their performing Work on the Project. Owner may reasonably object to Design-Builder's selection of any Design Consultant or Design Subconsultant, provided that the Contract Price and/or Contract Time(s) shall be adjusted to the extent that Owner's decision impacts Design-Builder's cost and/or time of performance. Design-Builder shall not substitute a listed Design Consultant or Subconsultant without obtaining Owner's prior written consent; such consent shall not be unreasonably withheld. Nothing in the Contract Documents is intended or deemed to create any legal or contractual relationship between Owner and any Design Consultant or Design Subconsultant, including but not limited to any third-party beneficiary rights.

2.3 Standard of Care for Design Professional Services.

2.3.1 The standard of care for all design professional services performed to execute the Work shall be the care and skill ordinarily used by members of the applicable profession practicing under similar conditions at the same time and locality of the Project.

2.4 Design Development Services.

2.4.1 Design-Builder and Owner shall, consistent with any applicable provision of the Contract Documents, agree upon any interim Design Submissions that Owner may wish to review, which interim Design Submissions may include design criteria, drawings, diagrams and specifications setting forth the Project requirements.

2.4.1.1 Design Submissions shall be consistent with the Owner's Project Criteria as well as the Basis of Design Documents, as the Basis of Design Documents may have been changed or supplemented through the design process set forth in this Section 2.4.1. By submitting Design Submissions, Design-Builder represents to the Owner that the Work depicted and otherwise shown, contained, or reflected in Design Submissions may be constructed in compliance with the then current Contract Price and Contract Time. Notwithstanding the above, Design-Builder may propose Design Submissions that may alter the Basis of Design Documents, the Contract Price and/or Contract Time; however, Design-Builder must provide notice thereof in accordance with Article 10 of the General Conditions and obtain a Change Order before such proposed Design Submissions are incorporated into the Construction Documents.

2.4.1.2 On or about the time of the Design Submissions, Design-Builder and Owner shall meet and confer about the Design Submissions, with Design-Builder identifying during such meetings, among other things, the evolution of the design and any changes to the Basis of Design Documents, or, if applicable, previously submitted Design Submissions. Changes to the Basis of Design Documents, including those that are deemed minor changes under Section 9.3.1, shall be processed in accordance with Article 9. Minutes of the meetings, including a full listing of all changes, will be maintained by Design-Builder and provided to all attendees for review. Following the design review meeting, Owner shall review and approve the interim Design Submissions and meeting minutes in a time that is consistent with the turnaround times set forth in Design-Builder's schedule.

2.4.1.3 Owner shall review and respond to Design Submissions, providing any comments and/or concerns about the Design Submissions. Owner shall provide all comments on the Design Submissions within the time provided by the Contract Documents. Design-Builder shall revise the Design Submissions (and any other deliverables) in response to Owner's comments and incorporate said responses into the next submission of Design Submissions.

2.4.1.4 If incorporation of Owner's comments results in a design that is inconsistent with or otherwise gives rise to a change in Owner's Project Criteria, the Basis of Design Documents, the Contract Price and/or the Contract Time, Design-Builder shall provide notice thereof in accordance with Articles 9 and 10 of the General Conditions. Changes to the Basis of Design Documents, the Contract Price and/or the Contract Time, including

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those that are deemed minor changes, shall be processed in accordance with Article 9 of the General Conditions.

2.4.2 Design-Builder shall submit to Owner Construction Documents setting forth in detail drawings and specifications describing the requirements for construction of the Work. The Construction Documents shall be consistent with the latest set of interim Design Submissions, as such submissions may have been modified in a design review meeting and recorded in the meeting minutes. The parties shall have a design review meeting to discuss, and Owner shall review and approve, the Construction Documents in accordance with the procedures set forth in Section 2.4.1 above. Design-Builder shall proceed with construction in accordance with the approved Construction Documents and shall submit one set of approved Construction Documents to Owner prior to commencement of construction.

2.4.3 Owner's review and approval of interim Design Submissions, meeting minutes, and the Construction Documents is for the purpose of mutually establishing a conformed set of Contract Documents compatible with the requirements of the Work. Neither Owner's review nor approval of any interim Design Submissions, meeting minutes, and Construction Documents shall be deemed to transfer any design liability from Design-Builder to Owner. Design-Builder shall provide Owner with sufficient time in the Project Schedule to review and approve the Design Submissions.

2.4.4 To the extent not prohibited by the Contract Documents or Legal Requirements, Design-Builder may prepare interim Design Submissions and Construction Documents for a portion of the Work to permit construction to proceed on that portion of the Work prior to completion of the Construction Documents for the entire Work.

2.5 Legal Requirements.

2.5.1 Design-Builder shall perform the Work in accordance with all Legal Requirements and shall provide all notices applicable to the Work as required by the Legal Requirements.

2.5.2 The Contract Price and/or Contract Time(s) shall be adjusted to compensate Design-Builder for the effects of any changes in the Legal Requirements enacted after the date of the Agreement affecting the performance of the Work, or if a Guaranteed Maximum Price is established after the date of the Agreement, the date the parties agree upon the Guaranteed Maximum Price. Such effects may include, without limitation, revisions Design-Builder is required to make to the Construction Documents because of changes in Legal Requirements.

2.6 Government Approvals and Permits.

2.6.1 Except as identified in an Owner's Permit List attached as an exhibit to the Agreement, Design-Builder shall obtain and pay for all necessary permits, approvals, licenses, government charges and inspection fees required for the prosecution of the Work by any government or quasi-government entity having jurisdiction over the Project.

2.6.2 Design-Builder shall provide reasonable assistance to Owner in obtaining those permits, approvals and licenses that are Owner's responsibility.

2.7 Design-Builder's Construction Phase Services.

2.7.1 Unless otherwise provided in the Contract Documents to be the responsibility of Owner or a separate contractor, Design-Builder shall provide through itself or Subcontractors the necessary supervision, labor, inspection, testing, start-up, material, equipment, machinery, temporary utilities and other temporary facilities to permit Design-Builder to complete construction of the Project consistent with the Contract Documents.

2.7.2 Design-Builder shall perform all construction activities efficiently and with the requisite expertise, skill and competence to satisfy the requirements of the Contract Documents. Design-

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Builder shall at all times exercise complete and exclusive control over the means, methods, sequences and techniques of construction.

2.7.3 Design-Builder shall employ only Subcontractors who are duly licensed and qualified to perform the Work consistent with the Contract Documents. Prior to the date that Subcontractors perform Work on the Project, Design-Builder shall identify in writing to Owner all Subcontractors. To the extent that Design-Builder has not selected a Subcontractor prior to performing the Work, Design-Builder shall provide Owner in writing a list of any subsequently added Subcontractors prior to their performing Work on the Project. Owner may reasonably object to Design-Builder's selection of any Subcontractor, provided that the Contract Price and/or Contract Time(s) shall be adjusted to the extent that Owner's decision impacts Design-Builder's cost and/or time of performance. Design-Builder may not substitute listed Subcontractors without Owner's prior written consent; such consent shall not be unreasonably withheld.

2.7.4 Design-Builder assumes responsibility to Owner for the proper performance of the Work of Subcontractors and any acts and omissions in connection with such performance. Nothing in the Contract Documents is intended or deemed to create any legal or contractual relationship between Owner and any Subcontractor or Sub-Subcontractor, including but not limited to any third-party beneficiary rights.

2.7.5 Design-Builder shall coordinate the activities of all Subcontractors. If Owner performs other work on the Project or at the Site with separate contractors under Owner's control, Design-Builder agrees to reasonably cooperate and coordinate its activities with those of such separate contractors so that the Project can be completed in an orderly and coordinated manner without unreasonable disruption.

2.7.6 Design-Builder shall keep the Site reasonably free from debris, trash and construction wastes to permit Design-Builder to perform its construction services efficiently, safely and without interfering with the use of adjacent land areas. Upon Substantial Completion of the Work, or a portion of the Work, Design-Builder shall remove all debris, trash, construction wastes, materials, equipment, machinery and tools arising from the Work or applicable portions thereof to permit Owner to occupy the Project or a portion of the Project for its intended use.

2.8 Design-Builder's Responsibility for Project Safety.

2.8.1 Design-Builder recognizes the importance of performing the Work in a safe manner so as to prevent damage, injury or loss to (i) all individuals at the Site, whether working or visiting; (ii) the Work, including materials and equipment incorporated into the Work or stored on-Site or off-Site; and (iii) all other property at the Site or adjacent thereto. Design-Builder assumes responsibility for implementing and monitoring all safety precautions and programs related to the performance of the Work. Design-Builder shall, prior to commencing construction, designate a Safety Representative with the necessary qualifications and experience to supervise the implementation and monitoring of all safety precautions and programs related to the Work. Unless otherwise required by the Contract Documents, Design-Builder's Safety Representative shall be an individual stationed at the Site who may have responsibilities on the Project in addition to safety. The Safety Representative shall make routine daily inspections of the Site and shall hold weekly safety meetings with Design-Builder's personnel, Subcontractors and others as applicable.

2.8.2 Design-Builder and Subcontractors shall comply with all Legal Requirements relating to safety, as well as any Owner-specific safety requirements set forth in the Contract Documents, provided that such Owner-specific requirements do not violate any applicable Legal Requirement. Design-Builder will immediately report in writing any safety-related injury, loss, damage or accident arising from the Work to Owner's Representative and, to the extent mandated by Legal Requirements, to all government or quasi-government authorities having jurisdiction over safety-related matters involving the Project or the Work.

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2.8.3 Design-Builder's responsibility for safety under this Section 2.8 is not intended in any way to relieve Subcontractors and Sub-Subcontractors of their own contractual and legal obligations and responsibility for (i) complying with all Legal Requirements, including those related to health and safety matters; and (ii) taking all necessary measures to implement and monitor all safety precautions and programs to guard against injuries, losses, damages or accidents resulting from their performance of the Work.

2.9 Design-Builder's Warranty.

2.9.1 Design-Builder warrants to Owner that the construction, including all materials and equipment furnished as part of the construction, shall be new unless otherwise specified in the Contract Documents, of good quality, in conformance with the Contract Documents and free of defects in materials and workmanship. If the parties have opted in Section ___ of the Agreement to establish a limited time frame for the warranty set forth in this Section, the warranty in this section shall be limited to the time frame set forth in Section ____ of the Agreement. Design-Builder's warranty obligation excludes defects caused by abuse, alterations, or failure to maintain the Work in a commercially reasonable manner. Nothing in this warranty is intended to limit any manufacturer's warranty which provides Owner with greater warranty rights than set forth in this Section 2.9 or the Contract Documents. Design-Builder will provide Owner with all manufacturers' warranties upon Substantial Completion.

2.10 Correction of Defective Work.

2.10.1 Design-Builder agrees to correct any Work that is found to not be in conformance with the Contract Documents, including that part of the Work subject to Section 2.9 hereof, within a period of one year from the date of Substantial Completion of the Work or any portion of the Work, or within such longer period to the extent required by any specific warranty included in the Contract Documents.

2.10.2 Design-Builder shall, within seven (7) days of receipt of written notice from Owner that the Work is not in conformance with the Contract Documents, take meaningful steps to commence correction of such nonconforming Work, including the correction, removal or replacement of the nonconforming Work and any damage caused to other parts of the Work affected by the nonconforming Work. If Design-Builder fails to commence the necessary steps within such seven (7) day period, Owner, in addition to any other remedies provided under the Contract Documents, may provide Design-Builder with written notice that Owner will commence correction of such nonconforming Work with its own forces. If Owner does perform such corrective Work, Design-Builder shall be responsible for all reasonable costs incurred by Owner in performing such correction. If the nonconforming Work creates an emergency requiring an immediate response, the seven (7) day period identified herein shall be deemed inapplicable.

2.10.3 The one-year period referenced in Section 2.10.1 above applies only to Design-Builder's obligation to correct nonconforming Work and is not intended to constitute a period of limitations for any other rights or remedies Owner may have regarding Design-Builder's other obligations under the Contract Documents.

Article 3

Owner's Services and Responsibilities

3.1 Duty to Cooperate.

3.1.1 Owner shall, throughout the performance of the Work, cooperate with Design-Builder and perform its responsibilities, obligations and services in a timely manner to facilitate Design-Builder's timely and efficient performance of the Work and so as not to delay or interfere with Design-Builder's performance of its obligations under the Contract Documents.

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3.1.2 Owner shall provide timely reviews and approvals of interim Design Submissions and Construction Documents consistent with the turnaround times set forth in Design-Builder's schedule.

3.1.3 Owner shall give Design-Builder timely notice of any Work that Owner notices to be defective or not in compliance with the Contract Documents.

3.2 Furnishing of Services and Information.

3.2.1 Unless expressly stated to the contrary in the Contract Documents, Owner shall provide, at its own cost and expense, for Design-Builder's information and use the following, all of which Design-Builder is entitled to rely upon in performing the Work:

3.2.1.1 Surveys describing the property, boundaries, topography and reference points for use during construction, including existing service and utility lines;

3.2.1.2 Geotechnical studies describing subsurface conditions, and other surveys describing other latent or concealed physical conditions at the Site;

3.2.1.3 Temporary and permanent easements, zoning and other requirements and encumbrances affecting land use, or necessary to permit the proper design and construction of the Project and enable Design-Builder to perform the Work;

3.2.1.4 A legal description of the Site;

3.2.1.5 To the extent available, record drawings of any existing structures at the Site; and

3.2.1.6 To the extent available, environmental studies, reports and impact statements describing the environmental conditions, including Hazardous Conditions, in existence at the Site.

3.2.2 Owner is responsible for securing and executing all necessary agreements with adjacent land or property owners that are necessary to enable Design-Builder to perform the Work. Owner is further responsible for all costs, including attorneys' fees, incurred in securing these necessary agreements.

3.3 Financial Information.

3.3.1 At Design-Builder's written request, Owner shall promptly furnish reasonable evidence satisfactory to Design-Builder that Owner has adequate funds available and committed to fulfill all of Owner's contractual obligations under the Contract Documents. If Owner fails to furnish such financial information in a timely manner, Design-Builder may stop Work under Section 11.3 hereof or exercise any other right permitted under the Contract Documents.

3.3.2 Design-Builder shall cooperate with the reasonable requirements of Owner's lenders or other financial sources. Notwithstanding the preceding sentence, after execution of the Agreement Design-Builder shall have no obligation to execute for Owner or Owner's lenders or other financial sources any documents or agreements that require Design-Builder to assume obligations or responsibilities greater than those existing obligations Design-Builder has under the Contract Documents.

3.4 Owner's Representative.

3.4.1 Owner's Representative shall be responsible for providing Owner-supplied information and approvals in a timely manner to permit Design-Builder to fulfill its obligations under the Contract Documents. Owner's Representative shall also provide Design-Builder with prompt notice if it observes any failure on the part of Design-Builder to fulfill its contractual obligations, including any

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errors, omissions or defects in the performance of the Work. Owner's Representative shall communicate regularly with Design-Builder and shall be vested with the authority to act on behalf of Owner.

3.5 Government Approvals and Permits.

3.5.1 Owner shall obtain and pay for all necessary permits, approvals, licenses, government charges and inspection fees set forth in Owner's Permit List attached as an exhibit to the Agreement.

3.5.2 Owner shall provide reasonable assistance to Design-Builder in obtaining those permits, approvals and licenses that are Design-Builder's responsibility.

3.6 Owner's Separate Contractors.

3.6.1 Owner is responsible for all work performed on the Project or at the Site by separate contractors under Owner's control. Owner shall contractually require its separate contractors to cooperate with and coordinate their activities so as not to interfere with Design-Builder in order to enable Design-Builder to timely complete the Work consistent with the Contract Documents.

Article 4

Hazardous Conditions and Differing Site Conditions

4.1 Hazardous Conditions.

4.1.1 Unless otherwise expressly provided in the Contract Documents to be part of the Work, Design-Builder is not responsible for any Hazardous Conditions encountered at the Site. Upon encountering any Hazardous Conditions, Design-Builder will stop Work immediately in the affected area and duly notify Owner and, if required by Legal Requirements, all government or quasi-government entities with jurisdiction over the Project or Site.

4.1.2 Upon receiving notice of the presence of suspected Hazardous Conditions, Owner shall take the necessary measures required to ensure that the Hazardous Conditions are remediated or rendered harmless. Such necessary measures shall include Owner retaining qualified independent experts to (i) ascertain whether Hazardous Conditions have actually been encountered, and, if they have been encountered, (ii) prescribe the remedial measures that Owner must take either to remove the Hazardous Conditions or render the Hazardous Conditions harmless.

4.1.3 Design-Builder shall be obligated to resume Work at the affected area of the Project only after Owner's expert provides it with written certification that (i) the Hazardous Conditions have been removed or rendered harmless; and (ii) all necessary approvals have been obtained from all government and quasi-government entities having jurisdiction over the Project or Site.

4.1.4 Design-Builder will be entitled, in accordance with these General Conditions of Contract, to an adjustment in its Contract Price and/or Contract Time(s) to the extent Design-Builder's cost and/or time of performance have been adversely impacted by the presence of Hazardous Conditions.

4.1.5 To the fullest extent permitted by law, Owner shall indemnify, defend and hold harmless Design-Builder, Design Consultants, Subcontractors, anyone employed directly or indirectly by any of them, and their officers, directors, employees and agents, from and against any and all claims, losses, damages, liabilities and expenses, including reasonable attorneys' fees and expenses, arising out of or resulting from the presence, removal or remediation of Hazardous Conditions at the Site.

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4.1.6 Notwithstanding the preceding provisions of this Section 4.1, Owner is not responsible for Hazardous Conditions introduced to the Site by Design-Builder, Subcontractors or anyone for whose acts they may be liable. To the fullest extent permitted by law, Design-Builder shall indemnify, defend and hold harmless Owner and Owner's officers, directors, employees and agents from and against all claims, losses, damages, liabilities and expenses, including attorneys' fees and expenses, arising out of or resulting from those Hazardous Conditions introduced to the Site by Design-Builder, Subcontractors or anyone for whose acts they may be liable.

4.2 Differing Site Conditions.

4.2.1 Concealed or latent physical conditions or subsurface conditions at the Site that (i) materially differ from the conditions indicated in the Contract Documents or (ii) are of an unusual nature, differing materially from the conditions ordinarily encountered and generally recognized as inherent in the Work, are collectively referred to herein as "Differing Site Conditions." If Design-Builder encounters a Differing Site Condition, Design-Builder will be entitled to an adjustment in the Contract Price and/or Contract Time(s) to the extent Design-Builder's cost and/or time of performance are adversely impacted by the Differing Site Condition.

4.2.2 Upon encountering a Differing Site Condition, Design-Builder shall provide prompt written notice to Owner of such condition, which notice shall not be later than fourteen (14) days after such condition has been encountered. Design-Builder shall, to the extent reasonably possible, provide such notice before the Differing Site Condition has been substantially disturbed or altered.

Article 5

Insurance and Bonds

5.1 Design-Builder's Insurance Requirements.

5.1.1 Design-Builder is responsible for procuring and maintaining the insurance for the coverage amounts all as set forth in the Insurance Exhibit to the Agreement. Coverage shall be secured from insurance companies authorized to do business in the state in which the Project is located, and with a minimum rating set forth in the Agreement.

5.1.2 Design-Builder's insurance shall specifically delete any design-build or similar exclusions that could compromise coverages because of the design-build delivery of the Project.

5.1.3 Prior to commencing any construction services hereunder, Design-Builder shall provide Owner with certificates evidencing that (i) all insurance obligations required by the Contract Documents are in full force and in effect and will remain in effect for the duration required by the Contract Documents; and (ii) no insurance coverage will be canceled, renewal refused, or materially changed unless at least thirty (30) days' prior written notice. If any of the foregoing insurance coverages are required to remain in force after final payment is reasonably available, an additional certificate evidencing continuation of such coverage shall be submitted with the Final Application for Payment. If any information concerning reduction of coverage is not furnished by the insurer, it shall be furnished by Design-Builder with reasonable promptness according to Design-Builder's information and belief.

5.2 Owner's Liability Insurance.

5.2.1 Owner shall procure and maintain from insurance companies authorized to do business in the state in which the Project is located such liability insurance as set forth in the Insurance Exhibit to the Agreement to protect Owner from claims which may arise from the performance of Owner's obligations under the Contract Documents or Owner's conduct during the course of the Project.

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5.3 Owner's Property Insurance.

5.3.1 Unless otherwise provided in the Contract Documents, Owner shall procure and maintain from insurance companies authorized to do business in the state in which the Project is located property insurance upon the entire Project to the full insurable value of the Project, including professional fees, overtime premiums and all other expenses incurred to replace or repair the insured property. The property insurance obtained by Owner shall be the broadest coverage commercially available, and shall include as additional insureds the interests of Owner, Design-Builder, Design Consultants and Subcontractors of any tier. Such insurance shall include but not be limited to the perils of fire and extended coverage, theft, vandalism, malicious mischief, collapse, flood, earthquake, debris removal and other perils or causes of loss as called for in the Contract Documents. The property insurance shall include physical loss or damage to the Work, including materials and equipment in transit, at the Site or at another location as may be indicated in Design-Builder's Application for Payment and approved by Owner. Owner is responsible for the payment of any deductibles under the insurance required by this Section 5.3.1.

5.3.2 Unless the Contract Documents provide otherwise, Owner shall procure and maintain boiler and machinery insurance that will include the interests of Owner, Design-Builder, Design Consultants, and Subcontractors of any tier. Owner is responsible for the payment of any deductibles under the insurance required by this Section 5.3.2.

5.3.3 Prior to Design-Builder commencing any Work, Owner shall provide Design-Builder with certificates evidencing that (i) all Owner's insurance obligations required by the Contract Documents are in full force and in effect and will remain in effect until Design-Builder has completed all of the Work and has received final payment from Owner; and (ii) no insurance coverage will be canceled, renewal refused, or materially changed unless at least thirty (30) days' prior written notice is given to Design-Builder. Owner's property insurance shall not lapse or be canceled if Owner occupies a portion of the Work pursuant to Section 6.6.3 hereof. Owner shall provide Design-Builder with the necessary endorsements from the insurance company prior to occupying a portion of the Work.

5.3.4 Any loss covered under Owner's property insurance shall be adjusted with Owner and Design-Builder and made payable to both of them as trustees for the insureds as their interests may appear, subject to any applicable mortgage clause. All insurance proceeds received as a result of any loss will be placed in a separate account and distributed in accordance with such agreement as the interested parties may reach. Any disagreement concerning the distribution of any proceeds will be resolved in accordance with Article 10 hereof.

5.3.5 Owner and Design-Builder waive against each other and Owner's separate contractors, Design Consultants, Subcontractors, agents and employees of each and all of them, all damages covered by property insurance provided herein, except such rights as they may have to the proceeds of such insurance. Design-Builder and Owner shall, where appropriate, require similar waivers of subrogation from Owner's separate contractors, Design Consultants and Subcontractors and shall require each of them to include similar waivers in their contracts. These waivers of subrogation shall not contain any restriction or limitation that will impair the full and complete extent of its applicability to any person or entity unless agreed to in writing prior to the execution of this Agreement.

5.4 Bonds and Other Performance Security.

5.4.1 If Owner requires Design-Builder to obtain performance and labor and material payment bonds, or other forms of performance security, the amount, form and other conditions of such security shall be as set forth in the Agreement.

5.4.2 All bonds furnished by Design-Builder shall be in a form satisfactory to Owner. The surety shall be a company qualified and registered to conduct business in the state in which the Project is located.

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Article 6

Payment

6.1 Schedule of Values.

6.1.1 Unless required by Owner upon execution of this Agreement, within ten (10) days of execution of the Agreement, Design-Builder shall submit for Owner's review and approval a schedule of values for all of the Work. The Schedule of Values will (i) subdivide the Work into its respective parts; (ii) include values for all items comprising the Work; and (iii) serve as the basis for monthly progress payments made to Design-Builder throughout the Work.

6.1.2 Owner will timely review and approve the schedule of values so as not to delay the submission of Design-Builder's first application for payment. Owner and Design-Builder shall timely resolve any differences so as not to delay Design-Builder's submission of its first application for payment.

6.2 Monthly Progress Payments.

6.2.1 On or before the date established in the Agreement, Design-Builder shall submit for Owner's review and approval its Application for Payment requesting payment for all Work performed as of the date of the Application for Payment. The Application for Payment shall be accompanied by all supporting documentation required by the Contract Documents and/or established at the meeting required by Section 2.1.4 hereof.

6.2.2 The Application for Payment may request payment for equipment and materials not yet incorporated into the Project, provided that (i) Owner is satisfied that the equipment and materials are suitably stored at either the Site or another acceptable location; (ii) the equipment and materials are protected by suitable insurance; and (iii) upon payment, Owner will receive the equipment and materials free and clear of all liens and encumbrances.

6.2.3 All discounts offered by Subcontractors, Sub-Subcontractors, and suppliers to Design-Builder for early payment shall accrue one hundred percent to Design-Builder to the extent Design-Builder advances payment. Unless Owner advances payment to Design-Builder specifically to receive the discount, Design-Builder may include in its Application for Payment the full undiscounted cost of the item for which payment is sought.

6.2.4 The Application for Payment shall constitute Design-Builder's representation that the Work described therein has been performed consistent with the Contract Documents, has progressed to the point indicated in the Application for Payment, and that title to all Work will pass to Owner free and clear of all claims, liens, encumbrances, and security interests upon the incorporation of the Work into the Project, or upon Design-Builder's receipt of payment, whichever occurs earlier.

6.3 Withholding of Payments.

6.3.1 On or before the date established in the Agreement, Owner shall pay Design-Builder all amounts properly due. If Owner determines that Design-Builder is not entitled to all or part of an Application for Payment as a result of Design-Builder's failure to meet its obligations hereunder, it will notify Design-Builder in writing at least five (5) days prior to the date payment is due. The notice shall indicate the specific amounts Owner intends to withhold, the reasons and contractual basis for the withholding, and the specific measures Design-Builder must take to rectify Owner's concerns. Design-Builder and Owner will attempt to resolve Owner's concerns prior to the date payment is due. If the parties cannot resolve such concerns, Design-Builder may pursue its rights under the Contract Documents, including those under Article 10 hereof.

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6.3.2 Notwithstanding anything to the contrary in the Contract Documents, Owner shall pay Design-Builder all undisputed amounts in an Application for Payment within the times required by the Agreement.

6.4 Right to Stop Work and Interest.

6.4.1 If Owner fails to pay timely Design-Builder any undisputed amount that becomes due, Design-Builder, in addition to all other remedies provided in the Contract Documents, may stop Work pursuant to Section 11.3 hereof. All payments due and unpaid shall bear interest at the rate set forth in the Agreement.

6.5 Design-Builder's Payment Obligations.

6.5.1 Design-Builder will pay Design Consultants and Subcontractors, in accordance with its contractual obligations to such parties, all the amounts Design-Builder has received from Owner on account of their work. Design-Builder will impose similar requirements on Design Consultants and Subcontractors to pay those parties with whom they have contracted. Design-Builder will indemnify and defend Owner against any claims for payment and mechanic's liens as set forth in Section 7.3 hereof.

6.6 Substantial Completion.

6.6.1 Design-Builder shall notify Owner when it believes the Work, or to the extent permitted in the Contract Documents, a portion of the Work, is Substantially Complete. Within five (5) days of Owner's receipt of Design-Builder's notice, Owner and Design-Builder will jointly inspect such Work to verify that it is Substantially Complete in accordance with the requirements of the Contract Documents. If such Work is Substantially Complete, Owner shall prepare and issue a Certificate of Substantial Completion that will set forth (i) the date of Substantial Completion of the Work or portion thereof; (ii) the remaining items of Work that have to be completed before final payment; (iii) provisions (to the extent not already provided in the Contract Documents) establishing Owner's and Design-Builder's responsibility for the Project's security, maintenance, utilities and insurance pending final payment; and (iv) an acknowledgment that warranties commence to run on the date of Substantial Completion, except as may otherwise be noted in the Certificate of Substantial Completion.

6.6.2 Upon Substantial Completion of the entire Work or, if applicable, any portion of the Work, Owner shall release to Design-Builder all retained amounts relating, as applicable, to the entire Work or completed portion of the Work, less an amount equal to the reasonable value of all remaining or incomplete items of Work as noted in the Certificate of Substantial Completion.

6.6.3 Owner, at its option, may use a portion of the Work which has been determined to be Substantially Complete, provided, however, that (i) a Certificate of Substantial Completion has been issued for the portion of Work addressing the items set forth in Section 6.6.1 above; (ii) Design-Builder and Owner have obtained the consent of their sureties and insurers, and to the extent applicable, the appropriate government authorities having jurisdiction over the Project; and (iii) Owner and Design-Builder agree that Owner's use or occupancy will not interfere with Design-Builder's completion of the remaining Work.

6.7 Final Payment.

6.7.1 After receipt of a Final Application for Payment from Design-Builder, Owner shall make final payment by the time required in the Agreement, provided that Design-Builder has achieved Final Completion.

6.7.2 At the time of submission of its Final Application for Payment, Design-Builder shall provide the following information:

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6.7.2.1 An affidavit that there are no claims, obligations or liens outstanding or unsatisfied for labor, services, material, equipment, taxes or other items performed, furnished or incurred for or in connection with the Work which will in any way affect Owner's interests;

6.7.2.2 A general release executed by Design-Builder waiving, upon receipt of final payment by Design-Builder, all claims, except those claims previously made in writing to Owner and remaining unsettled at the time of final payment;

6.7.2.3 Consent of Design-Builder's surety, if any, to final payment;

6.7.2.4 All operating manuals, warranties and other deliverables required by the Contract Documents; and

6.7.2.5 Certificates of insurance confirming that required coverages will remain in effect consistent with the requirements of the Contract Documents.

6.7.3 Upon making final payment, Owner waives all claims against Design-Builder except claims relating to (i) Design-Builder's failure to satisfy its payment obligations, if such failure affects Owner's interests; (ii) Design-Builder's failure to complete the Work consistent with the Contract Documents, including defects appearing after Substantial Completion; and (iii) the terms of any special warranties required by the Contract Documents.

6.7.4 Deficiencies in the Work discovered after Substantial Completion, whether or not such deficiencies would have been included on the punch list if discovered earlier, shall be deemed warranty Work. Such deficiencies shall be corrected by Design-Builder under Sections 2.9 and 2.10 herein and shall not be a reason to withhold final payment from Design-Builder, provided, however, that Owner shall be entitled to withhold from the Final Payment the reasonable value of completion of such deficient work until such work is completed.

Article 7

Indemnification

7.1 Patent and Copyright Infringement.

7.1.1 Design-Builder shall defend any action or proceeding brought against Owner based on any claim that the Work, or any part thereof, or the operation or use of the Work or any part thereof, constitutes infringement of any United States patent or copyright, now or hereafter issued. Owner shall give prompt written notice to Design-Builder of any such action or proceeding and will reasonably provide authority, information and assistance in the defense of same. Design-Builder shall indemnify and hold harmless Owner from and against all damages and costs, including but not limited to attorneys' fees and expenses awarded against Owner or Design-Builder in any such action or proceeding. Design-Builder agrees to keep Owner informed of all developments in the defense of such actions.

7.1.2 If Owner is enjoined from the operation or use of the Work, or any part thereof, as the result of any patent or copyright suit, claim, or proceeding, Design-Builder shall at its sole expense take reasonable steps to procure the right to operate or use the Work. If Design-Builder cannot so procure such right within a reasonable time, Design-Builder shall promptly, at Design-Builder's option and at Design-Builder's expense, (i) modify the Work so as to avoid infringement of any such patent or copyright; or (ii) replace said Work with Work that does not infringe or violate any such patent or copyright.

7.1.3 Sections 7.1.1 and 7.1.2 above shall not be applicable to any suit, claim or proceeding based on infringement or violation of a patent or copyright (i) relating solely to a particular process or product of a particular manufacturer specified by Owner and not offered or recommended by

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Design-Builder to Owner; or (ii) arising from modifications to the Work by Owner or its agents after acceptance of the Work. If the suit, claim or proceeding is based upon events set forth in the preceding sentence, Owner shall defend, indemnify and hold harmless Design-Builder to the same extent Design-Builder is obligated to defend, indemnify and hold harmless Owner in Section 7.1.1 above.

7.1.4 The obligations set forth in this Section 7.1 shall constitute the sole agreement between the parties relating to liability for infringement of violation of any patent or copyright.

7.2 Tax Claim Indemnification.

7.2.1 If, in accordance with Owner's direction, an exemption for all or part of the Work is claimed for taxes, Owner shall indemnify, defend and hold harmless Design-Builder from and against any liability, penalty, interest, fine, tax assessment, attorneys' fees or other expenses or costs incurred by Design-Builder as a result of any action taken by Design-Builder in accordance with Owner's directive. Owner shall furnish Design-Builder with any applicable tax exemption certificates necessary to obtain such exemption, upon which Design-Builder may rely.

7.3 Payment Claim Indemnification.

7.3.1 Provided that Owner is not in breach of its contractual obligation to make payments to Design-Builder for the Work, Design-Builder shall indemnify, defend and hold harmless Owner from any claims or mechanic's liens brought against Owner or against the Project as a result of the failure of Design-Builder, or those for whose acts it is responsible, to pay for any services, materials, labor, equipment, taxes or other items or obligations furnished or incurred for or in connection with the Work. Within three (3) days of receiving written notice from Owner that such a claim or mechanic's lien has been filed, Design-Builder shall commence to take the steps necessary to discharge said claim or lien, including, if necessary, the furnishing of a mechanic's lien bond. If Design-Builder fails to do so, Owner will have the right to discharge the claim or lien and hold Design-Builder liable for costs and expenses incurred, including attorneys' fees.

7.4 Design-Builder's General Indemnification.

7.4.1 Except as set forth in Section 7.4.2 below, Design-Builder, to the fullest extent permitted by law, shall indemnify, hold harmless and defend Owner, its officers, directors, and employees from and against claims, losses, damages, liabilities, including attorneys' fees and expenses, for non-party bodily injury, sickness or death and non-party property damage or destruction (other than to the Work itself) but only to the extent resulting from the negligent acts or omissions of Design-Builder, Design Consultants, Subcontractors, anyone employed directly or indirectly by any of them or anyone for whose acts any of them may be liable.

7.4.2 For indemnity obligations that arise from professional errors and omissions, Design-Builder, to the fullest extent permitted by law, shall indemnify Owner, its officers, directors, and employees from and against claims, losses, damages, liabilities, including attorneys' fees and expenses, for non-party bodily injury, sickness, or death and non-party property damage or destruction (other than to the Work itself) but only to the extent resulting from the negligent acts or omissions of Design-Builder, Design Consultants, Subcontractors, anyone employed directly or indirectly by any of them or anyone for whose acts any of them may be liable.

7.4.3 If an employee of Design-Builder, Design Consultants, Subcontractors, anyone employed directly or indirectly by any of them or anyone for whose acts any of them may be liable has a claim against Owner, its officers, directors, employees, or agents, Design-Builder's indemnity obligations set forth in Sections 7.4.1 and 7.4.2 above shall not be limited by any limitation on the amount of damages, compensation or benefits payable by or for Design-Builder, Design Consultants, Subcontractors, or other entity under any employee benefit acts, including workers' compensation or disability acts.

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7.5 Owner's General Indemnification.

7.5.1 Owner, to the fullest extent permitted by law, shall indemnify, hold harmless and defend Design-Builder and any of Design-Builder's officers, directors, and employees, from and against claims, losses, damages, liabilities, including attorneys' fees and expenses, for bodily injury, sickness or death, and property damage or destruction (other than to the Work itself) but only to the extent resulting from the negligent acts or omissions of Owner, Owner's separate contractors or anyone for whose acts any of them may be liable.

7.6 Limited Recourse.

7.6.1 None of the obligations set forth in this Agreement (on behalf of any party) constitute personal obligations of any natural persons who are the officers, shareholders, members, partners, employees, or agents of any party unless the natural person is expressly identified as a contracting party. All Parties to this Agreement shall not seek recourse against any natural person described herein. This provision, however, shall not protect such natural persons from liability for willful misconduct, illegal acts or intentional violation of any duty of corporate loyalty.

Article 8

Time

8.1 Obligation to Achieve the Contract Times.

8.1.1 Design-Builder agrees that it will commence performance of the Work and achieve the Contract Time(s) in accordance with Article 5 of the Agreement.

8.2 Delays to the Work.

8.2.1 If Design-Builder is delayed on the critical path in the performance of the Work due to acts, omissions, conditions, events, or circumstances beyond its control and due to no fault of its own or those for whom Design-Builder is responsible, the Contract Time(s) for performance shall be reasonably extended by Change Order. By way of example, events that will entitle Design-Builder to an extension of the Contract Time(s) include acts or omissions of Owner or anyone under Owner's control (including separate contractors), changes in the Work, Differing Site Conditions, Hazardous Conditions, and Force Majeure Events.

8.2.2 In addition to Design-Builder's right to a time extension for those events set forth in Section 8.2.1 above, Design-Builder shall also be entitled to an appropriate adjustment of the Contract Price provided, however, that the Contract Price shall not be adjusted for Force Majeure Events unless otherwise provided in the Agreement.

Article 9

Changes to the Contract Price and Time

9.1 Change Orders.

9.1.1 A Change Order is a written instrument issued after execution of the Agreement signed by Owner and Design-Builder, stating their agreement upon all of the following:

9.1.1.1 The scope of the change in the Work;

9.1.1.2 The amount of the adjustment to the Contract Price; and

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9.1.1.3 The extent of the adjustment to the Contract Time(s).

9.1.2 All changes in the Work authorized by applicable Change Order shall be performed under the applicable conditions of the Contract Documents. Owner and Design-Builder shall negotiate in good faith and as expeditiously as possible the appropriate adjustments for such changes.

9.1.3 If Owner requests a proposal for a change in the Work from Design-Builder and subsequently elects not to proceed with the change, a Change Order shall be issued to reimburse Design-Builder for reasonable costs incurred for estimating services, design services and services involved in the preparation of proposed revisions to the Contract Documents.

9.2 Work Change Directives.

9.2.1 A Work Change Directive is a written order prepared and signed by Owner directing a change in the Work prior to agreement on an adjustment in the Contract Price and/or the Contract Time(s).

9.2.2 Owner and Design-Builder shall negotiate in good faith and as expeditiously as possible the appropriate adjustments for the Work Change Directive. Upon reaching an agreement, the parties shall prepare and execute an appropriate Change Order reflecting the terms of the agreement.

9.3 Minor Changes in the Work.

9.3.1 Minor changes in the Work do not involve an adjustment in the Contract Price and/or Contract Time(s) and do not materially and adversely affect the Work, including the design, quality, performance and workmanship required by the Contract Documents. Design-Builder may make minor changes in the Work consistent with the intent of the Contract Documents, provided, however, that Design-Builder shall promptly inform Owner, in writing, of any such changes and record such changes on the documents maintained by Design-Builder.

9.4 Contract Price Adjustments.

9.4.1 The increase or decrease in Contract Price resulting from a change in the Work shall be determined by one or more of the following methods:

9.4.1.1 Unit prices set forth in the Agreement or as subsequently agreed to between the parties;

9.4.1.2 A mutually accepted lump sum, properly itemized and supported by sufficient substantiating data to permit evaluation by Owner;

9.4.1.3 Costs, fees and any other markups set forth in the Agreement; or

9.4.1.4 If an increase or decrease cannot be agreed to as set forth in items 9.4.1.1 through 9.4.1.3 above and Owner issues a Work Change Directive, the cost of the change of the Work shall be determined by the reasonable expense and savings in the performance of the Work resulting from the change, including a reasonable overhead and profit, as may be set forth in the Agreement.

9.4.2 If unit prices are set forth in the Contract Documents or are subsequently agreed to by the parties, but application of such unit prices will cause substantial inequity to Owner or Design-Builder because of differences in the character or quantity of such unit items as originally contemplated, such unit prices shall be equitably adjusted.

9.4.3 If Owner and Design-Builder disagree upon whether Design-Builder is entitled to be paid for any services required by Owner, or if there are any other disagreements over the scope of Work

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or proposed changes to the Work, Owner and Design-Builder shall resolve the disagreement pursuant to Article 10 hereof. As part of the negotiation process, Design-Builder shall furnish Owner with a good faith estimate of the costs to perform the disputed services in accordance with Owner's interpretations. If the parties are unable to agree and Owner expects Design-Builder to perform the services in accordance with Owner's interpretations, Design-Builder shall proceed to perform the disputed services, conditioned upon Owner issuing a written order to Design-Builder (i) directing Design-Builder to proceed; and (ii) specifying Owner's interpretation of the services that are to be performed. If this occurs, Design-Builder shall be entitled to submit in its Applications for Payment an amount equal to fifty percent (50%) of its reasonable estimated direct cost to perform the services, and Owner agrees to pay such amounts, with the express understanding that (i) such payment by Owner does not prejudice Owner's right to argue that it has no responsibility to pay for such services; and (ii) receipt of such payment by Design-Builder does not prejudice Design-Builder's right to seek full payment of the disputed services if Owner's order is deemed to be a change to the Work.

9.5 Emergencies.

9.5.1 In any emergency affecting the safety of persons and/or property, Design-Builder shall act, at its discretion, to prevent threatened damage, injury or loss. Any change in the Contract Price and/or Contract Time(s) on account of emergency work shall be determined as provided in this Article 9.

Article 10

Contract Adjustments and Disputes

10.1 Requests for Contract Adjustments and Relief.

10.1.1 If either Design-Builder or Owner believes that it is entitled to relief against the other for any event arising out of or related to the Work or Project, such party shall provide written notice to the other party of the basis for its claim for relief. Such notice shall, if possible, be made prior to incurring any cost or expense and in accordance with any specific notice requirements contained in applicable sections of these General Conditions of Contract. In the absence of any specific notice requirement, written notice shall be given within a reasonable time, not to exceed twenty-one (21) days, after the occurrence giving rise to the claim for relief or after the claiming party reasonably should have recognized the event or condition giving rise to the request, whichever is later. The claimant shall provide more complete information with respect to the claim within fourteen (14) days of the initial notice. The more complete information shall include sufficient information to advise the other party of the circumstances giving rise to the claim for relief, the specific contractual adjustment or relief requested and the basis of such request.

10.2 Dispute Avoidance and Resolution.

10.2.1 The parties are fully committed to working with each other throughout the Project and agree to communicate regularly with each other at all times so as to avoid or minimize disputes or disagreements. If disputes or disagreements do arise, Design-Builder and Owner each commit to resolving such disputes or disagreements in an amicable, professional and expeditious manner so as to avoid unnecessary losses, delays and disruptions to the Work.

10.2.2 Design-Builder and Owner will first attempt to resolve disputes or disagreements at the field level through discussions between Design-Builder's Representative and Owner's Representative which shall conclude within fourteen (14) days of the written notice provided for in Section 10.1.1 unless Owner and Design-Builder mutually agree otherwise.

10.2.3 If a dispute or disagreement cannot be resolved through Design-Builder's Representative and Owner's Representative, Design-Builder's Senior Representative and Owner's Senior

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Representative, upon the request of either party, shall meet as soon as conveniently possible, but in no case later than thirty (30) days after such a request is made, to attempt to resolve such dispute or disagreement. Five (5) days prior to any meetings between the Senior Representatives, the parties will exchange relevant information that will assist the parties in resolving their dispute or disagreement.

10.2.4 If after meeting the Senior Representatives determine that the dispute or disagreement cannot be resolved on terms satisfactory to both parties, the parties shall submit within thirty (30) days of the conclusion of the meeting of Senior Representatives the dispute or disagreement to non-binding mediation. The mediation shall be conducted by a mutually agreeable impartial mediator, or if the parties cannot so agree, a mediator designated by the American Arbitration Association ("AAA") pursuant to its Construction Industry Mediation Rules. The mediation will be governed by and conducted pursuant to a mediation agreement negotiated by the parties or, if the parties cannot so agree, by procedures established by the mediator. Unless otherwise mutually agreed by Owner and Design-Builder and consistent with the mediator's schedule, the mediation shall commence within ninety (90) days of the submission of the dispute to mediation. Representatives of the parties with authority to resolve the dispute shall be present at any mediation.

10.3 Arbitration.

10.3.1 Any claims, disputes or controversies between the parties arising out of or relating to the Agreement, or the breach thereof, which have not been resolved in accordance with the procedures set forth in Section 10.2 above, shall be decided by arbitration in accordance with the Construction Industry Arbitration Rules of the AAA then in effect, unless the parties mutually agree otherwise.

10.3.2 The award of the arbitrator(s) shall be final and binding upon the parties without the right of appeal to the courts. Judgment may be entered upon it in accordance with applicable law by any court having jurisdiction thereof.

10.3.3 Design-Builder and Owner expressly agree that any arbitration pursuant to this Section 10.3 may be joined or consolidated with any arbitration involving any other person or entity (i) necessary to resolve the claim, dispute or controversy; or (ii) substantially involved in or affected by such claim, dispute or controversy. Both Design-Builder and Owner will include appropriate provisions in all contracts they execute with other parties in connection with the Project to require such joinder or consolidation.

10.3.4 The prevailing party in any arbitration, or any other final, binding dispute proceeding upon which the parties may agree, shall be entitled to recover from the other party reasonable attorneys' fees and expenses incurred by the prevailing party. The prevailing party, if any, shall be determined by the applicable binding dispute tribunal.

10.4 Duty to Continue Performance.

10.4.1 Unless provided to the contrary in the Contract Documents, Design-Builder shall continue to perform the Work and Owner shall continue to satisfy its payment obligations for undisputed amounts to Design-Builder as well as any further amounts pursuant to Section 9.4.3, pending the final resolution of any dispute or disagreement between Design-Builder and Owner.

10.5 CONSEQUENTIAL DAMAGES.

10.5.1 NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY (EXCEPT AS SET FORTH IN SECTION 10.5.2 BELOW), NEITHER DESIGN-BUILDER NOR OWNER SHALL BE LIABLE TO THE OTHER FOR ANY CONSEQUENTIAL LOSSES OR DAMAGES, WHETHER ARISING IN CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO LOSSES OF USE, PROFITS, BUSINESS, REPUTATION OR FINANCING.

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10.5.2 The consequential damages limitation set forth in Section 10.5.1 above is not intended to affect the payment of liquidated damages or lost early completion bonus, if any, set forth in Article 5 of the Agreement, which both parties recognize has been established, in part, to reimburse Owner or reward Design-Builder for some damages that might otherwise be deemed to be consequential.

Article 11

Stop Work and Termination

11.1 Owner's Right to Stop Work.

11.1.1 Owner may, without cause and for its convenience, order Design-Builder in writing to stop and suspend the Work. Such suspension shall not exceed sixty (60) consecutive days or aggregate more than ninety (90) days during the duration of the Project.

11.1.2 Design-Builder is entitled to seek an adjustment of the Contract Price and/or Contract Time(s) if its cost or time to perform the Work has been adversely impacted by any suspension of stoppage of the Work by Owner.

11.2 Owner's Right to Perform and Terminate for Cause.

11.2.1 If Design-Builder persistently fails to (i) provide a sufficient number of skilled workers, (ii) supply the materials required by the Contract Documents, (iii) comply with applicable Legal Requirements, (iv) timely pay, without cause, Design Consultants or Subcontractors, (v) prosecute the Work with promptness and diligence to ensure that the Work is completed by the Contract Time(s), as such times may be adjusted, or (vi) perform material obligations under the Contract Documents, then Owner, in addition to any other rights and remedies provided in the Contract Documents or by law, shall have the rights set forth in Sections 11.2.2 and 11.2.3 below.

11.2.2 Upon the occurrence of an event set forth in Section 11.2.1 above, Owner may provide written notice to Design-Builder that it intends to terminate the Agreement unless the problem cited is cured, or commenced to be cured, within seven (7) days of Design-Builder's receipt of such notice. If Design-Builder fails to cure, or reasonably commence to cure, such problem, then Owner may give a second written notice to Design-Builder of its intent to terminate within an additional seven (7) day period. If Design-Builder, within such second seven (7) day period, fails to cure, or reasonably commence to cure, such problem, then Owner may declare the Agreement terminated for default by providing written notice to Design-Builder of such declaration.

11.2.3 Upon declaring the Agreement terminated pursuant to Section 11.2.2 above, Owner may enter upon the premises and take possession, for the purpose of completing the Work, of all materials, appliances and other items thereon, which have been purchased or provided for the performance of the Work, all of which Design-Builder hereby transfers, assigns and sets over to Owner for such purpose, and to employ any person or persons to complete the Work and provide all of the required labor, services, materials, equipment and other items. In the event of such termination, Design-Builder shall not be entitled to receive any further payments under the Contract Documents until the Work shall be finally completed in accordance with the Contract Documents. At such time, if the unpaid balance of the Contract Price exceeds the cost and expense incurred by Owner in completing the Work, such excess shall be paid by Owner to Design-Builder. Notwithstanding the preceding sentence, if the Agreement establishes a Guaranteed Maximum Price, Design-Builder will only be entitled to be paid for Work performed prior to its default. If Owner's cost and expense of completing the Work exceeds the unpaid balance of the Contract Price, then Design-Builder shall be obligated to pay the difference to Owner. Such costs and expense shall include not only the cost of completing the Work, but also losses, damages, costs

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and expense, including attorneys' fees and expenses, incurred by Owner in connection with the reprocurement and defense of claims arising from Design-Builder's default, subject to the waiver of consequential damages set forth in Section 10.5 hereof.

11.3 Design-Builder's Right to Stop Work.

11.3.1 Design-Builder may, in addition to any other rights afforded under the Contract Documents or at law, stop the Work for the following reasons:

11.3.1.1 Owner's failure to provide financial assurances as required under Section 3.3 hereof; or

11.3.1.2 Owner's failure to pay amounts properly due under Design-Builder's Application for Payment.

11.3.2 Should any of the events set forth in Section 11.3.1 above occur, Design-Builder has the right to provide Owner with written notice that Design-Builder will stop the Work unless said event is cured within seven (7) days from Owner's receipt of Design-Builder's notice. Design-Builder shall not stop work unless it provides such written notice and Owner has failed to cure the reason for default within the seven (7) day cure period. If Owner does not cure the problem within such seven (7) day period, Design-Builder may stop the Work. In such case, Design-Builder shall be entitled to make a claim for adjustment to the Contract Price and Contract Time(s) to the extent it has been adversely impacted by such stoppage.

11.4 Design-Builder's Right to Terminate for Cause.

11.4.1 Design-Builder, in addition to any other rights and remedies provided in the Contract Documents or by law, may terminate the Agreement for cause for the following reasons:

11.4.1.1 The Work has been stopped for sixty (60) consecutive days, or more than ninety (90) days during the duration of the Project, because of court order, any government authority having jurisdiction over the Work, or orders by Owner under Section 11.1.1 hereof, provided that such stoppages are not due to the acts or omissions of Design-Builder or anyone for whose acts Design-Builder may be responsible.

11.4.1.2 Owner's failure to provide Design-Builder with any information, permits or approvals that are Owner's responsibility under the Contract Documents which result in the Work being stopped for sixty (60) consecutive days, or more than ninety (90) days during the duration of the Project, even though Owner has not ordered Design-Builder in writing to stop and suspend the Work pursuant to Section 11.1.1 hereof.

11.4.1.3 Owner's failure to cure the problems set forth in Section 11.3.1 above after Design-Builder has stopped the Work.

11.4.2 Upon the occurrence of an event set forth in Section 11.4.1 above, Design-Builder may provide written notice to Owner that it intends to terminate the Agreement unless the problem cited is cured, or commenced to be cured, within seven (7) days of Owner's receipt of such notice. If Owner fails to cure, or reasonably commence to cure, such problem, then Design-Builder may give a second written notice to Owner of its intent to terminate within an additional seven (7) day period. If Owner, within such second seven (7) day period, fails to cure, or reasonably commence to cure, such problem, then Design-Builder may declare the Agreement terminated for default by providing written notice to Owner of such declaration. In such case, Design-Builder shall be entitled to recover in the same manner as if Owner had terminated the Agreement for its convenience under Article 8 of the Agreement.

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11.5 Bankruptcy of Owner or Design-Builder.

11.5.1 If either Owner or Design-Builder institutes or has instituted against it a case under the United States Bankruptcy Code (such party being referred to as the "Bankrupt Party"), such event may impair or frustrate the Bankrupt Party's ability to perform its obligations under the Contract Documents. Accordingly, should such event occur:

11.5.1.1 The Bankrupt Party, its trustee or other successor, shall furnish, upon request of the non-Bankrupt Party, adequate assurance of the ability of the Bankrupt Party to perform all future material obligations under the Contract Documents, which assurances shall be provided within ten (10) days after receiving notice of the request; and

11.5.1.2 The Bankrupt Party shall file an appropriate action within the bankruptcy court to seek assumption or rejection of the Agreement within sixty (60) days of the institution of the bankruptcy filing and shall diligently prosecute such action.

If the Bankrupt Party fails to comply with its foregoing obligations, the non-Bankrupt Party shall be entitled to request the bankruptcy court to reject the Agreement, declare the Agreement terminated and pursue any other recourse available to the non-Bankrupt Party under this Article 11.

11.5.2 The rights and remedies under Section 11.5.1 above shall not be deemed to limit the ability of the non-Bankrupt Party to seek any other rights and remedies provided by the Contract Documents or by law, including its ability to seek relief from any automatic stays under the United States Bankruptcy Code or the right of Design-Builder to stop Work under any applicable provision of these General Conditions of Contract.

11.6 Termination for Convenience.

11.6.1 Upon ten (10) days' written notice to Design-Builder, Owner may, for its convenience and without cause, elect to terminate this Agreement. In such event, Owner shall pay Design-Builder for the following:

11.6.1.1 All Work executed and for proven loss, cost or expense in connection with the Work;

11.6.1.2 The reasonable costs and expenses attributable to such termination, including demobilization costs and amounts due in settlement of terminated contracts with Subcontractors and Design Consultants; and

11.6.1.3 The amount set forth in Article 8 of the Agreement.

11.6.2 If Owner terminates this Agreement pursuant to Section 11.6.1 above and proceeds to design and construct the Project through its employees, agents or third parties, Owner's rights to use the Work Product shall be as set forth in Section 4.3 of the Agreement. Such rights may not be transferred or assigned to others without Design-Builder's express written consent and such third parties' agreement to the terms of Article 4 of the Agreement.

Article 12

Electronic Data

12.1 Electronic Data.

12.1.1 The parties recognize that Contract Documents, including drawings, specifications and three-dimensional modeling (such as Building Information Models) and other Work Product may be

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transmitted among Owner, Design-Builder and others in electronic media as an alternative to paper hard copies (collectively "Electronic Data").

12.2 Transmission of Electronic Data.

12.2.1 Owner and Design-Builder shall agree upon the software and the format for the transmission of Electronic Data. Each party shall be responsible for securing the legal rights to access the agreed-upon format, including, if necessary, obtaining appropriately licensed copies of the applicable software or electronic program to display, interpret and/or generate the Electronic Data.

12.2.2 Neither party makes any representations or warranties to the other with respect to the functionality of the software or computer program associated with the electronic transmission of Work Product. Unless specifically set forth in the Agreement, ownership of the Electronic Data does not include ownership of the software or computer program with which it is associated, transmitted, generated or interpreted.

12.2.3 By transmitting Work Product in electronic form, the transmitting party does not transfer or assign its rights in the Work Product. The rights in the Electronic Data shall be as set forth in Article 4 of the Agreement. Under no circumstances shall the transfer of ownership of Electronic Data be deemed to be a sale by the transmitting party of tangible goods.

12.3 Electronic Data Protocol.

12.3.1 The parties acknowledge that Electronic Data may be altered or corrupted, intentionally or otherwise, due to occurrences beyond their reasonable control or knowledge, including but not limited to compatibility issues with user software, manipulation by the recipient, errors in transcription or transmission, machine error, environmental factors, and operator error. Consequently, the parties understand that there is some level of increased risk in the use of Electronic Data for the communication of design and construction information and, in consideration of this, agree, and shall require their independent contractors, Subcontractors and Design Consultants to agree, to the following protocols, terms and conditions set forth in this Section 12.3.

12.3.2 Electronic Data will be transmitted in the format agreed upon in Section 12.2.1 above, including file conventions and document properties, unless prior arrangements are made in advance in writing.

12.3.3 The Electronic Data represents the information at a particular point in time and is subject to change. Therefore, the parties shall agree upon protocols for notification by the author to the recipient of any changes which may thereafter be made to the Electronic Data, which protocol shall also address the duty, if any, to update such information, data or other information contained in the electronic media if such information changes prior to Final Completion of the Project.

12.3.4 The transmitting party specifically disclaims all warranties, expressed or implied, including, but not limited to, implied warranties of merchantability and fitness for a particular purpose, with respect to the media transmitting the Electronic Data. However, transmission of the Electronic Data via electronic means shall not invalidate or negate any duties pursuant to the applicable standard of care with respect to the creation of the Electronic Data, unless such data is materially changed or altered after it is transmitted to the receiving party, and the transmitting party did not participate in such change or alteration.

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Article 13

Miscellaneous

13.1 Confidential Information.

13.1.1 Confidential Information is defined as information which is determined by the transmitting party to be of a confidential or proprietary nature and: (i) the transmitting party identifies as either confidential or proprietary; (ii) the transmitting party takes steps to maintain the confidential or proprietary nature of the information; and (iii) the document is not otherwise available in or considered to be in the public domain. The receiving party agrees to maintain the confidentiality of the Confidential Information and agrees to use the Confidential Information solely in connection with the Project.

13.2 Assignment.

13.2.1 Neither Design-Builder nor Owner shall, without the written consent of the other assign, transfer or sublet any portion or part of the Work or the obligations required by the Contract Documents.

13.3 Successorship.

13.3.1 Design-Builder and Owner intend that the provisions of the Contract Documents are binding upon the parties, their employees, agents, heirs, successors and assigns.

13.4 Governing Law.

13.4.1 The Agreement and all Contract Documents shall be governed by the laws of the location of the Project, without giving effect to its conflict of law principles.

13.5 Severability.

13.5.1 If any provision or any part of a provision of the Contract Documents shall be finally determined to be superseded, invalid, illegal, or otherwise unenforceable pursuant to any applicable Legal Requirements, such determination shall not impair or otherwise affect the validity, legality, or enforceability of the remaining provision or parts of the provision of the Contract Documents, which shall remain in full force and effect as if the unenforceable provision or part were deleted.

13.6 No Waiver.

13.6.1 The failure of either Design-Builder or Owner to insist, in any one or more instances, on the performance of any of the obligations required by the other under the Contract Documents shall not be construed as a waiver or relinquishment of such obligation or right with respect to future performance.

13.7 Headings.

13.7.1 The headings used in these General Conditions of Contract, or any other Contract Document, are for ease of reference only and shall not in any way be construed to limit or alter the meaning of any provision.

13.8 Notice.

13.8.1 Whenever the Contract Documents require that notice be provided to the other party, notice will be deemed to have been validly given (i) if delivered in person to the individual intended to

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receive such notice; (ii) four (4) days after being sent by registered or certified mail, postage prepaid to the address indicated in the Agreement; (iii) if transmitted by facsimile, by the time stated in a machine-generated confirmation that notice was received at the facsimile number of the intended recipient; or (iv) by electronic mail, by the time frame stated in the email-generated confirmation that notice was received by the email of the intended recipient.

13.9 Amendments.

13.9.1 The Contract Documents may not be changed, altered, or amended in any way except in writing signed by a duly authorized representative of each party.

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RESOLUTION NO. XX-25

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OAKLEY ESTABLISHING A LIBRARY AND COMMUNITY CENTER PROJECT SPECFIC SUB-COMMITTEE FOR THE DESIGN-BUILD PHASE OF THE PROJECT

WHEREAS, the City Council has determined that a Library and Community Center project specific Sub-committee with tasks centered around public outreach and concept design would be beneficial to the City at this current time; and

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Oakley, that the Library and Community Center project specific Sub-committee is hereby established. The City Council has appointed _____ and _____ to serve on the committee; and

BE IT FURTHER RESOLVED that the committee shall end on June 30, 2026, if not extended prior to that date.

PASSED AND ADOPTED by the City Council of the City of Oakley this 23rd day of September 2025 by the following vote:

AYES:
NOES:
ABSTENTION:
ABSENT:

APPROVED:

_____
Shannon Shaw, Mayor

ATTEST:

_____
Kim Snodgrass, City Clerk

_____
Date

DATE: September 23, 2025

TO: Joshua McMurray, City Manager

FROM: Ken Strelo, Community Development Director

Approved and Forwarded to the City Council

SUBJECT: Interview and Appoint Three Applicants to the Planning Commission for Four-Year Terms 10/12/2025 through 10/11/2029

Background and Analysis

At the July 13, 2021, City Council Meeting, the City Council adopted Ordinance No. 06-21, which amended and updated the Municipal Code establishing the five-member Planning Commission. The current Planning Commission consists of two two-year term seats which expire February 28, 2027, and three four-year term seats which expire October 11, 2025. The goal of the City Council is to have all five seats be four-year staggered terms.

One way to shift all seats to staggered four-year terms would be to interview and appoint three Applicants to four-year terms. When the two-year terms expire in 2027, those terms could then switch to four-year terms and would expire in 2031, 2035 etc. and the other three seats would expire in 2029 and every four years after, giving the staggering. This is consistent the method considered in February of 2025 when the current two-year term seats were appointed.

Recruitment for the three expiring seats began August 11, 2025, as of the application deadline at 5:00 PM on September 11, 2025, seven applications were received.

Staff recommends the City Council interview and appoint three applicants to the Planning Commission for four-year terms beginning October 12, 2025 and ending October 11, 2029. The order for interviews was determined by the order in which the applications were received.

Consistency with the Oakley Strategic Plan 27+

This agenda item is consistent with the Strategic Plan 27+'s Community and Collaborative Partnerships Goal and specifically supports the Sub-Goal of Community Outreach and Engagement by increasing our communication and engaging our residents.

Fiscal Impact

None

Staff Recommendation

Staff recommends the City Council adopt the proposed Resolution, appointing three Planning Commissioners to four-year terms running from October 12, 2025 through October 11, 2029.

Attachments

1. Planning Commissioner Applications (7 total)
2. Proposed Resolution

City of Oakley Planning Commission Application
Name: Sean Ireland
Home Address: [redacted]
Phone Number: [redacted]
Email Address: [redacted]

1. How long have you lived in the City of Oakley?
I have lived in Oakley for 11 years, 4 months and during that time I have come to greatly value the community, its people, and its small town character.

2. Briefly explain why you would like to serve on the Planning Commission.
I want to serve on the Planning Commission out of both civic duty and pride in the city I now call home. It is easy to complain about change, but harder and more meaningful to get involved in shaping it. I believe communities are built by people willing to put in the time and effort to participate. By serving, I can listen to residents, weigh their concerns, and help balance growth with community values. My goal is to contribute to guiding Oakley's future while protecting its character and livability.

3. Please describe your education, work and other experiences that would qualify you for the position of Planning Commissioner.
I hold a Bachelor's degree in Business with a focus on Corporate Management and Human Resources, and an MBA in Operations and Supply Chain. For over a decade I have worked in the scientific equipment industry, supporting technology used in cancer treatment. In roles as Sales Manager and Project Manager, I managed complex projects, budgets, and stakeholder needs. These experiences taught me how to balance technical details with broader impacts and community concerns. I believe these skills directly apply to the thoughtful analysis and decision making required of a Planning Commissioner.

4. Please describe the professional preparation or expertise that you would bring to this position, if any.
My education in business and operations, paired with an MBA in supply chain management, provides a strong foundation in analysis and decision making. Over a decade in the scientific equipment industry has honed my ability to manage projects, budgets, and complex regulatory requirements. I bring experience balancing technical details with stakeholder concerns, skills directly relevant to land use and planning. I am trained to evaluate proposals not only for feasibility but also for long term impact and sustainability. This preparation equips me to contribute thoughtful, balanced perspectives to the Planning Commission's work.

5. What do you believe is the most important role of a Planning Commissioner?
I believe the most important role of a Planning Commissioner is to listen to the community while balancing growth with long term planning goals. Our recent Commission history shows public concerns often center on traffic, neighborhood

character, and density. It is the Commissioner's duty to weigh those concerns against state mandates and the city's need for housing and economic vitality. The Commission should ensure projects are well vetted, conditions of approval address real impacts, and decisions remain transparent. In this way, the Planning Commission helps guide Oakley's future while protecting the character and livability that residents value.

6. What do you hope to accomplish in your role as a Planning Commissioner, if selected?
If selected as a Planning Commissioner, I want to contribute to guiding Oakley's growth in a thoughtful and responsible way. I hope to ensure new housing and commercial projects are compatible with existing neighborhoods and support long term community needs.I want public concerns about traffic, density, and quality of life to be clearly heard and addressed through project conditions . I also aim to help the city meet state requirements like the Housing Element and Climate Action Plan while protecting Oakley's small town character. My goal is to give back to the community I call home by helping create balanced and sustainable outcomes for the future.

7. Having been a resident of Oakley, what do you see as the strengths of the community? Conversely, what are its weaknesses?
Oakley's strengths include being one of the more affordable Bay Area cities where families can still buy a home and raise children. It also offers a welcoming, family friendly character, Delta heritage, and recreational amenities such as Big Break Regional Shoreline. Community events and a small town atmosphere foster connection and pride among residents. The city's location and growing economy create opportunity while thoughtful policies guide long term planning. Its challenges include traffic, infrastructure strain, and concerns about growth and neighborhood character.

8. Are you currently serving as an appointed or elected member of any local or regional government agency that includes any portion of Oakley City limits within its jurisdictional territory?
I am not currently serving on any appointed or elected government agency. Since 2022, I have served on the Board of Directors for the SummerLake community's Homeowners Association. While the HOA is not a government body, it has given me valuable experience in governance and resolving community concerns. Through this work, I have gained insight into balancing different viewpoints and ensuring fairness in decision making. If selected for the Planning Commission, I would resign from the HOA Board to focus fully on serving the city and avoiding conflicts of interest.

9. Have you previously served on any board or commission for Oakley or any other government agency?
I have not served on a city or regional board or commission. My community governance experience has been with the SummerLake HOA Board since 2022. This has provided me exposure to policy setting, working with management, and responding to resident concerns. It has also required careful review of budgets, contracts, and compliance

issues. This background has prepared me with transferable skills that would support service on the Planning Commission.

10. Are you or have you been involved in any local, civic or community groups?
Yes, I have served on the SummerLake Homeowners Association Board of Directors since 2022. Through this role I have worked on community governance, enforcement of standards, and resolving neighborhood concerns. This has given me insight into how local decisions affect residents on a daily basis. I have also participated in community events in Oakley that promote family involvement and civic pride. I see civic service as an important part of contributing to Oakley's continued growth and quality of life.

11. Please provide any additional relevant comments.
Community concerns in Oakley often focus on traffic, density, and neighborhood character. A Planning Commissioner must weigh these concerns while also evaluating technical details and long term city goals. I believe public input should be meaningfully acknowledged and reflected in project conditions where possible. I have reviewed recent Planning Commission minutes and already have a clear sense of the issues regularly discussed.

Application

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Name: Garfield Samuels

Home Address: [redacted]

Phone Number: [redacted]

E-Mail Address: [redacted]

This appointment will be for a four-year term.

1. **How long have you lived in the City of Oakley?** 5years

2. **Briefly explain why you would like to serve on the Planning Commission.**

I am eager to join the Planning Commission to positively influence our community's future. I'm passionate about shaping development and land use.

3. **Please describe your education, work and other experiences that would qualify you for the position of Planning Commissioner.**

With a bachelor's degree in political science from U.C. Berkeley and a master's degree in business administration from University of Phoenix, I possess a strong educational foundation combining political dynamics with strategic business skills.

4. **Please describe the professional preparation or expertise that you would bring to this position, if any.**

The expertise and preparation I bring to this position include my civic-mindedness, analytical skills, knowledge in various fields, and the ability to communicate effectively.

5. **What do you believe is the most important role of a Planning Commissioner?**

I believe the most crucial role of a Planning Commissioner is advising the city council on land use and development and ensuring responsible community usage.

6. **What do you hope to accomplish in your role as a Planning Commissioner, if selected?**

As a Planning Commissioner, one aims to achieve balanced and sustainable community growth by prioritizing the public interest and ensuring that new developments align with a long-term community vision.

7. **Having been a resident of Oakley, what do you see as the strengths of the community? Conversely, what are its weaknesses?**

The Oakley community boasts the strengths of resilience in the face of challenges is inspiring while the committment to safety creates a welcoming environment for all. Plus, the expansive land space allows for endless possibilities. A noticeable weakness is that the city is a bedroom community.

8. **Are you currently serving as an appointed or elected member of any local or regional government agency that includes any portion of Oakley City limits within its jurisdictional territory?**

No

9. **Have you previously served on any board or commission for Oakley or any other government agency?**

No

10. **Are you or have you been involved in any local, civic or community groups?**

I proudly serve as an elected delegate for the Democratic Party in the Solano and Contra Costa Counties.

11. **Please provide any additional relevant comments.**

I want to stay actively informed about issues that matter in my community.

PLANNING COMMISSION APPOINTMENT APPLICATION

Name: Leonard Price

Home Address: [redacted]

Home Phone: [redacted]

E-Mail: [redacted]

1. How long have you lived in the City of Oakley?

45 years

2. Briefly explain why you would like to serve on the Planning Commission.

I would like to continue to serve on the planning commission. There two current members leaving the commission this fall and two new members that started this spring. I would add some continuity to the commission having served prior four years. I have learned what a planning commissioner's job is and how they support the city council in making import decisions dealing with growth and future needs.

3. Please describe your education, work and other experiences that would qualify you for the position of Planning Commissioner.

I taught at Los Medanos College and was one of the first teachers hired there in 1973. Being among the first faculty at the college I had to develop the program curriculum since none existed. Being a one person program my main responsibility was to teach all the classes in appliance repair program. I was able to bring in industry partners who trained at the college which included: Maytag, Whirlpool, Frigidaire, Sears, Best Buy and LG. Working with these partners we were able to provide up to date training information and new technology for our students and their employees. These partnerships created jobs for our students both locally and nationwide.

4. **Please describe the professional preparation or expertise that you would bring to this position, if any.**

At Los Medanos College I served as appliance program chair, vocational department chair over 4 other programs for 10 years. Academic Senate President and Curriculum Committee Chair. State work included: California Community College Academic Senate Executive Committee 6 years, President California Community Colleges Association of Occupation Education and worked on several C.C.C. Chancellors Office committees.

5. **What do you believe is the most important role of a Planning Commissioner?**

I think a planning commissioner must think about long term outcomes when evaluating a new project bought for review. There must be adequate infrastructure to support new proposals. I think that when a new project is presented you need to look at the effect on existing neighborhoods, roads, schools, city public works, fire and police. Oakley needs to grow but in a way that will be good for our citizens and quality of life here.

6. **What do you hope to accomplish in your role as a Planning Commissioner, if selected?**

I am not interested in being a politician, but I hope to bring a view to the commission of a normal citizen that has no personal agenda to bring just my own honest opinion. My plan would be to serve with an open mind and look at items presented being in the best interest of Oakley and still meeting the city's state requirements.

7. **Having been a resident of Oakley, what do you see as the strengths of the community? Conversely, what are its weaknesses?**

I have seen some nice family neighborhoods built in Oakley that look well planned with parks and plenty of street room for cars and pedestrians. My biggest concern is with developments that have too small roads to take care of traffic, car parking and no place for pedestrians to safely walk.

8. **Are you currently serving as an appointed or elected member of any local or regional government agency that includes any portion of Oakley City limits within its jurisdictional territory?**

I am currently serving as vice chair of the Oakley Planning commission. I attended the League of California Cities Planning Academy in 2022.

9. **Have you previously served on any board or commission for Oakley or any other government agency?**

I served as planning commissioner representative on the East Contra Costa County Transplan Committee in 2024-2025. I served as a representative for Los Medanos College on Oakley's Economic Development committee while I was working at the college.

10. **Are you or have you been involved in any local, civic or community groups?**

Member MacArthur Community Church, in San Pablo. But no longer attend there.

PLANNING COMMISSION APPOINTMENT APPLICATION

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The Planning Commission conducts Public Hearings on all Planning land use entitlements, either as the adopting body or serving as a recommendation body to the City Council, depending on the type of application. Entitlements subject to adoption by the Planning Commission include tentative parcel maps, conditional use permits, and design reviews

Meetings are regularly scheduled for the first and third Tuesdays of each month in-person at the City Hall Council Chambers located at 3231 Main Street, Oakley, CA 94561. Meetings begin at 6:30 p.m. A second meeting will only be held when necessary.

Applications will be accepted from Monday, August 11 through Thursday, September 11, 2025, at 5:00 p.m.

Upon appointment, commissioners will be required to file a Conflict-of-Interest disclosure statement, complete two hours of certified Ethics Training (in accordance with AB 1234) and two hours of certified Anti-Harassment Training (in accordance with AB 1661). The selected Commissioners should be prepared to attend the League of California Cities Planning Commissioners Academy in Anaheim, California, from March 11 through March 13, 2026. The City of Oakley will cover the costs of the academy and related travel expenses.

For additional information please contact Kim Snodgrass, City Clerk, at (925) 625-7013 or snodgrass@ci.oakley.ca.us.

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Name: Pierre Goudie

Home Address: [redacted]

Phone Number: [redacted]

E-Mail Address: [redacted]

This appointment will be for a four-year term.

1. **How long have you lived in the City of Oakley?** 14

2. **Briefly explain why you would like to serve on the Planning Commission.**

I am deeply committed to the growth and development of Oakley. Serving on the Planning Commission would allow me to contribute my expertise in program and project management engagement, and municipal operations to ensure that development decisions are well-planned, equitable, sustainable. I am particularly motivated to support initiatives that enhances the quality of life for residents maintain the city's character, and foster economic and community growth in a responsible manner.

3. **Please describe your education, work and other experiences that would qualify you for the position of Planning Commissioner.**

I hold a MBA with an emphasis in Finance and multiple project management certifications, I have over 30 years of experience in leadership, project management, and operations across public and private sectors. My work includes managing multi-site teams, vendor relations, election operations, and community engagement. I have also served as a program and project manager for municipal-level projects, providing me with direct experience in planning, budgeting, and stakeholder coordination, These experiences have equipped me with analytical and organizational skills necessary to review complex development proposals and contribute meaningfully to city planning decisions.

4. **Please describe the professional preparation or expertise that you would bring to this position, if any.**

I bring extensive experience in program management, including strategic planning, operational oversight, budget management and regulatory compliance. I have led cross-functional teams, coordinated with local agencies, and implemented processes that ensure efficient project execution. Additionally, my background in finance and analytics allows me to evaluate proposals from both technical and community impact perspectives. I am skilled in fostering collaboration among diverse stakeholder a critical component of effective planning and development oversight.

5. **What do you believe is the most important role of a Planning Commissioner?**

The most important role of a Planning Commissioner is to ensure that development decisions align with the city's long term vision and community values. This includes reviewing proposals critically, balancing economic growth with quality of life, ensuring compliance with zoning and regulatory standards, and considering the impact on residents, infrastructure, and the environment. Commissioners also serve as a bridge between the community and city leadership, representing residents' interest while supporting sustainable growth and responsible planning.

6. **What do you hope to accomplish in your role as a Planning Commissioner, if selected?**

I hope to contribute to a well-planned, sustainable, and vibrant Oakley by providing strategic insight and careful evaluation of development proposals. My goal is to enhance community engagement in planning processes, support projects that strengthens neighborhoods, and advocate for responsible growth that balances housing, business, infrastructure, and recreational needs I aim to ensure that planning decisions are transparent, data-driven, and reflective of residents' priorities.

7. **Having been a resident of Oakley, what do you see as the strengths of the community? Conversely, what are its weaknesses?**

Strengths: Oakley benefits from a strong sense of community, active participation in local events, and family-oriented neighborhoods. The city's parks, schools, and recreational programs are notable assets, providing an excellent quality of life.

Weaknesses: As Oakley continues to grow, challenges include managing infrastructure demands, balancing residential and commercial development, and ensuring that growth remains sustainable . There is also an opportunity to increase community engagement in planning and decision making processes.

8. **Are you currently serving as an appointed or elected member of any local or regional government agency that includes any portion of Oakley City limits within its jurisdictional territory?**

No

9. **Have you previously served on any board or commission for Oakley or any other government agency?**

No, although I have extensive experience in civic engagement, public administration, and municipal project management that has provided exposure to government decision making processes.

10. **Are you or have you been involved in any local, civic or community groups?**

Yes, I am actively involved in my daughters' youth tennis programs, serving as a volunteer coach and organizer. Additionally, I have participated in community outreach initiatives related to public health and civic engagement, including voter outreach and local program support.

11. **Please provide any additional relevant comments.**

I bring a unique combination of professional expertise and personal commitment to Oakley. My background in program and project management, coupled with strong analytical, financial, and leadership skills allows me to contribute meaningfully to planning decisions. I am dedicated to promoting balanced growth, community engagement, and sustainable development, ensuring that Oakley remains safe, vibrant, and thriving community for families, businesses, residents.

PLANNING COMMISSION APPOINTMENT APPLICATION

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Applications will be accepted from Monday, August 11 through Thursday, September 11, 2025, at 5:00 p.m.

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Name: Casey Vigil

Home Address: [redacted]

Phone Number: [redacted]

E-Mail Address: [redacted]

This appointment will be for a four-year term.

1. **How long have you lived in the City of Oakley?** 6 years

2. **Briefly explain why you would like to serve on the Planning Commission.**

I would like to serve on the planning commission because I believe that our community deserves someone who is willing to listen to their needs and deliver it with the intentions of insuring all of our citizens voices are heard in terms of planning what is next for our town's development. Our town is changing rapidly; growth is inevitable. It needs to be done in a manner that recognizes Oakley's past, present and future. I think that I can be of service in that aspect.

3. **Please describe your education, work and other experiences that would qualify you for the position of Planning Commissioner.**

I have an Associates in Liberal Arts.

I am a realtor

I have over 20 years of experience working in education

4. **Please describe the professional preparation or expertise that you would bring to this position, if any.**

I have over 20 years of experience in education. My problem solving skills and ability to adapt quickly are superb.

I am a real estate agent, so land development and the best way to use the land is my profession.

5. **What do you believe is the most important role of a Planning Commissioner?**

The most important role of a Planning Commissioner is making sure our tax dollars are going towards projects that we, the citizens of Oakley, can agree that is best for our town. This is not about politics this is about accountability, transparency and understanding the wants and needs of our tax-paying citizens. Yes, change needs to happen to our town as it grows, but we need to make sure that the changes reflect our morals, values and standards that is at the core of Oakley's rich family-oriented history.

6. **What do you hope to accomplish in your role as a Planning Commissioner, if selected?**

If selected I hope that my role as Planning Commissioner will instill trust in the citizens and restore unity in Oakley.

I know that everyone will not be excited for everything we propose, but I at least want them to feel proud to live here.

Also, I want to be a voice for the people who were not born and raised here. We chose to live here.

There was reason why we chose to live here, we all wanted to call this play home and we love it here.

I hope to be the bridge between the people who have lived here their entire lives and those who chose to live here.

7. **Having been a resident of Oakley, what do you see as the strengths of the community? Conversely, what are its weaknesses?**

Strengths- This is a place where children can fish, play and roam freely. Oakley provides parks and recs for everyone

Our town is newer, so there is opportunity for people who haven't lived here forever to come in embrace the future and technology.

Weakness- Local businesses do not support local schools. Freedom deserves more support from everywhere.

The land by Emerson Ranch is getting another gas station and car wash. We were promised Safeway. We didn't get that.

We have storages, gas stations, and car washes on every single corner. We do not have many places to shop and eat.

8. **Are you currently serving as an appointed or elected member of any local or regional government agency that includes any portion of Oakley City limits within its jurisdictional territory?**

no

9. **Have you previously served on any board or commission for Oakley or any other government agency?**

no

10. **Are you or have you been involved in any local, civic or community groups?**

no

11. **Please provide any additional relevant comments.**

OAKLEY
CALIFORNIA

PLANNING COMMISSION APPOINTMENT APPLICATION

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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.

Name: Juan F Hernandez

Home Address: [redacted]

Phone Number: [redacted]

E-Mail Address: [redacted]

This appointment will be for a four-year term.

1. **How long have you lived in the City of Oakley?** 8 years.

2. **Briefly explain why you would like to serve on the Planning Commission.**

I would like to serve on the planning commission to apply my professional experience and knowledge towards supporting our community. I am a good team member and believe in respecting everyones opinion and thought process. I would like to continue my development while contributing to our community. It is my belief that this committee will build me up to be a great citizen of the city and role model to my children.

3. **Please describe your education, work and other experiences that would qualify you for the position of Planning Commissioner.**

I am currently pursuing a degree in environmental science and plan on pursuing a masters once my BS is done in October. Professionally, I am currently a manager at LLNL in Livermore and lead a team in various construction and maintenance project while collaborating with parties ranging from safety and health, management and contractors.

4. **Please describe the professional preparation or expertise that you would bring to this position, if any.**

I bring expertise in management, safety and communication. Communication I believe is the strongest attribute I possess because without it, common goals or agreements would never be achieved.

5. **What do you believe is the most important role of a Planning Commissioner?**

To make informed decisions while listening to perspectives of different members of the community and ensuring collaboration is brought to the table. The end goal of the commission should always be in the best interests of the community.

6. **What do you hope to accomplish in your role as a Planning Commissioner, if selected?**

I would like to leave the role knowing I acted in the best interest of the community. I hope that through conversation, applied knowledge and collaboration, we as a group better the community in this role.

7. **Having been a resident of Oakley, what do you see as the strengths of the community? Conversely, what are its weaknesses?**

I have always loved the small town atmosphere mixed with the hustle of a larger city. The sense of family and community has always drawn me to Oakley. The quality of life here has always been amazing. A weakness I see is the rapid expansion of Oakley and the infrastructure that should come along with it.

8. **Are you currently serving as an appointed or elected member of any local or regional government agency that includes any portion of Oakley City limits within its jurisdictional territory?**

I am not.

9. **Have you previously served on any board or commission for Oakley or any other government agency?**

Not for the city. I currently work as a contractor for the DOE and served in the military when I was younger.

10. **Are you or have you been involved in any local, civic or community groups?**

When I was younger, I volunteered for several groups in Orange County that were dedicated towards fundraising for the homeless and spending time with orphans while also raising money for them.

11. **Please provide any additional relevant comments.**

I currently do not live in Oakley but will come end of October. My house will be built and that is the address I provided here. I moved to Rio Vista when I got out of the military because I could not afford to move back. I am now in a position to move back and am doing so. I ask that you consider my application as a form of commitment to the community I love and never would have left.

PLANNING COMMISSION APPOINTMENT APPLICATION

The City of Oakley is seeking applications to fill three expiring seats on the Planning Commission for four-year terms beginning on October 13, 2025, and ending October 12, 2029.

The City of Oakley Planning Commission is comprised of five members, appointed by the City Council. All members of the Planning Commission must be Oakley residents.

The Planning Commission conducts Public Hearings on all Planning land use entitlements, either as the adopting body or serving as a recommendation body to the City Council, depending on the type of application. Entitlements subject to adoption by the Planning Commission include tentative parcel maps, conditional use permits, and design reviews

Meetings are regularly scheduled for the first and third Tuesdays of each month in-person at the City Hall Council Chambers located at 3231 Main Street, Oakley, CA 94561. Meetings begin at 6:30 p.m. A second meeting will only be held when necessary.

Applications will be accepted from Monday, August 11 through Thursday, September 11, 2025, at 5:00 p.m.

Upon appointment, commissioners will be required to file a Conflict-of-Interest disclosure statement, complete two hours of certified Ethics Training (in accordance with AB 1234) and two hours of certified Anti-Harassment Training (in accordance with AB 1661). The selected Commissioners should be prepared to attend the League of California Cities Planning Commissioners Academy in Anaheim, California, from March 11 through March 13, 2026. The City of Oakley will cover the costs of the academy and related travel expenses.

For additional information please contact Kim Snodgrass, City Clerk, at (925) 625-7013 or snodgrass@ci.oakley.ca.us.

Application

Please type or print clearly on this application or attach typed responses and return it to the City Clerk's Office via email to snodgrass@ci.oakley.ca.us, by mail or in person at 3231 Main Street, Oakley, California 94561. Applications will be accepted until Thursday, September 11, 2025, at 5:00 p.m.

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.

Name: Sara Dermody

Home Address: [redacted]

Phone Number: [redacted]

E-Mail Address: [redacted]

This appointment will be for a four-year term.

1. **How long have you lived in the City of Oakley?** 3 years

2. **Briefly explain why you would like to serve on the Planning Commission.**

I would like to serve on the Planning Commission because Oakley is at a pivotal moment of growth, and the decisions we make now will shape our community for decades. My goal is to help Oakley grow into more than just another car-centered suburb by encouraging thoughtful planning that makes our city a model for suburban development: walkable, connected, sustainable, and community-focused.

3. **Please describe your education, work and other experiences that would qualify you for the position of Planning Commissioner.**

I hold two undergraduate degrees in Sociology, Anthropology, and History, and a Master's in Museum Studies. My career has been devoted to strengthening communities through the arts, civic engagement, philanthropy, and environmental work. I began at major institutions such as the De Young and the Legion of Honor, and then pivoted to community-focused work at The San Francisco Foundation, where we partnered closely with the mayors of San Francisco, Oakland, and San Jose to fund and implement programs that created safer, more walkable, and more vibrant neighborhoods. More recently, my work in the environmental sector has deepened my understanding of how urban development and design can reduce car dependence, promote sustainability, and create spaces where people gather and build lasting connections. Throughout my career, I have been mentored by civic leaders across private, public, and governmental institutions, shaping my approach to building strong, inclusive communities.

4. **Please describe the professional preparation or expertise that you would bring to this position, if any.**

My expertise lies in community engagement, data-driven decision-making, and consensus building. I bring experience in convening diverse stakeholders, balancing competing priorities, and aligning long-term vision with immediate needs. My work across the arts, philanthropy, and environmental sectors has given me a systems-level perspective on how planning decisions ripple across economic, cultural, and environmental outcomes. I am particularly skilled at helping translate community values into actionable strategies that make neighborhoods more connected, sustainable, and desirable places to live.

5. **What do you believe is the most important role of a Planning Commissioner?**

The most important role of a Planning Commissioner is to be a steward of the community's long-term vision. This means balancing growth and development with the responsibility to preserve Oakley's character, sustainability, and inclusivity. Equally important is listening to residents and ensuring that decisions reflect community values while also preparing Oakley to thrive for future generations.

6. **What do you hope to accomplish in your role as a Planning Commissioner, if selected?**

If selected, I hope to help Oakley become a model for suburban development that prioritizes community, sustainability, and livability. First, I want to support the continued updates to downtown and encourage unique shops and vendors that create a strong sense of place. Second, I see an opportunity to add a secondary community hub and a network of safe walking and biking trails that connect neighborhoods, especially as growth continues along Cypress, reducing reliance on cars and creating safer streets. Third, I want to ensure that new development respects and preserves the character of Oakley's farms and homesteads, which are an important part of our history and identity. Finally, as a parent of a young child, I am deeply motivated to help create a community that my child and future generations will love, feel safe in, and thrive in.

7. **Having been a resident of Oakley, what do you see as the strengths of the community? Conversely, what are its weaknesses?**

The city's dependence on cars is a weakness, with major roads like Laurel, Empire and Cypress functioning as high-speed thoroughfares rather than connectors. I believe Oakley can address this by incorporating more safe and dedicated walking and biking trails that strengthen community ties and improve safety. I am inspired by cities like Georgetown, Atlanta, and Walnut Creek, where parks and walking paths link neighborhoods without requiring cars. Oakley could also grow its cultural identity by encouraging more independent shops, restaurants, and businesses to complement existing options, creating a vibrant community identity. At the same time, as growth continues, it is important to respect Oakley's working lands and rural heritage, ensuring that future development builds on the city's history while preparing for its future.

8. **Are you currently serving as an appointed or elected member of any local or regional government agency that includes any portion of Oakley City limits within its jurisdictional territory?**

No

9. **Have you previously served on any board or commission for Oakley or any other government agency?**

No

10. **Are you or have you been involved in any local, civic or community groups?_**

Yes. My professional career has centered on building stronger communities through nonprofit, civic, and environmental work. At The San Francisco Foundation, I collaborated with civic leaders to design and fund programs that strengthened local neighborhoods. My current work continues to focus on creating communities that are sustainable, safe, and connected.

11. **Please provide any additional relevant comments.**

I believe Oakley is at an exciting and defining moment in its growth. My career has given me experience across arts institutions, philanthropy, civic engagement, and environmental sustainability, and I want to bring that perspective to help guide Oakley's future. I am committed to ensuring that Oakley develops into a community that is not only functional but also beautiful, walkable, and deeply connected. A place where families, neighbors, and businesses thrive together.

RESOLUTION NO. XX-25

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OAKLEY APPOINTING THREE MEMBERS TO THE OAKLEY PLANNING COMMISSION FOR FOUR-YEAR TERMS

WHEREAS, on July 13, 2021, the City Council of the City of Oakley adopted Ordinance No. 06-21, which amended provisions of Chapters 3 and 4 of Title 2 of the Oakley Municipal Code concerning the Oakley Planning Commission; and

WHEREAS, the City solicited applications for the Planning Commission through a formal application process. The period ran from August 11, 2025 to September 11, 2025. The City received a total of seven applications; and

WHEREAS, on September 23, 2025, the City Council conducted interviews, ranked the applicants and selected three members to serve four-Year terms on the Planning Commission.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Oakley hereby appoints the following individuals to the Oakley Planning Commission for four-year terms running from October 12, 2025 through October 11, 2029:

- [Name and Term]
- [Name and Term]
- [Name and Term]

BE IT FURTHER RESOLVED that the City Council of the City of Oakley hereby authorizes City Staff to provide the above-appointed individuals instruction, training materials and assistance prior to the beginning of their terms.

PASSED AND ADOPTED by the City Council of the City of Oakley this 23rd day of September 2025 by the following vote:

AYES:

NOES:

ABSENT:

ABSTENTION:

APPROVED:

_____

Shannon Shaw, Mayor

ATTEST:

_____

Kim Snodgrass, City Clerk

_____

Date

MEMORANDUM

OAKLEY
CALIFORNIA

DATE: September 23, 2025
TO: Joshua McMurray, City Manager
FROM: Danielle Navarro, Assistant City Manager
SUBJECT: Provide Direction to Staff Regarding the Acknowledgement of Indigenous Land

Approved and Forwarded to the City Council

At the May 13, 2025 City Council meeting, Councilmember Fuller requested a Work Session on establishing a policy for acknowledging indigenous land in Oakley. Councilmember Williams seconded the follow-up request.

The Contra Costa County Office of Education has a Land Acknowledgement Toolkit on their website, which defines a Land Acknowledgement as "a formal statement that recognizes and respects the indigenous peoples as traditional stewards of this land, the enduring relationship that exists between indigenous peoples and their traditional lands. This is an act of conciliation that makes a statement recognizing the traditional land of the indigenous people who have called and still call the land home before and after the arrival of settlers."

There are different methods of acknowledging indigenous land, including, but not limited to: written statements; verbal statements at meetings and/or events; or a combination of written and verbal statements. Staff researched the current practice in the other 18 cities in Contra Costa County. Two cities formally acknowledge indigenous land:

- The City of Lafayette includes a written Land Acknowledgement on their City Council agendas, in the City's annual budget document, and on the City's website. The Acknowledgement is read out loud monthly at the beginning of the City Council meeting, annually at the beginning of the first meeting of each of Lafayette's four commissions, and at all openings of new City facilities (e.g. parks, buildings, etc.).

- The City of Pinole has a written Land Acknowledgement on their City Council agendas that the Mayor reads out loud at the meetings.

At its April 15, 2025 meeting, the City of Brentwood's Diversity, Equity, Belonging and Inclusion Committee discussed adopting an official City Land Acknowledgement. Direction was given to return to the full Council with a proposal for a Land Acknowledgment to be read out loud at every City Council and Planning Commission meeting. As of the time this staff report was written, the item has not been brought to the City of Brentwood City Council.

Staff is seeking direction from the City Council regarding whether and how to proceed.

STAFF REPORT

OAKLEY
CALIFORNIA

DATE: September 23, 2025

TO: Hon. Mayor and Members of the City Council

FROM: Derek Cole, City Attorney

Approved and Forwarded to the City Council

SUBJECT: Workshop to Discuss any Proposed Amendments to the Process for Selecting the Mayor and Vice Mayor

Background and Analysis

At its last meeting, during the request for future agenda items portion of the City Council's agenda, more than two councilmembers requested a workshop to consider any changes to the Council's current process for selecting the Mayor and Vice Mayor.

In early 2023, the City Council amended the process for selecting its officers to accommodate changes it then believed were needed as part of implementation of by-district elections. The current text of the City Code implementing this new system, which took effect this calendar year, is attached as Exhibit 1.

This new system replaced a prior system that was based on a seniority model. The implementation of by-district elections complicated this system for reasons explained in a workshop staff report this office prepared in January 2023. For reference, that previous staff report is attached as Exhibit 2.

The City Council's options for converting to any new officer selection system may be limited. This Office retains its concerns about a seniority system for any city council elected by districts. (Those are noted in the attached, previous staff report.) If the Council does not continue its current system—or some modified system based on district rotation—then it appears the only other options would be, as noted in the previous staff report, either (1) a random-selection system, or (2) no set rotational system.

The City Attorney is unable to provide any formal or scientific study of how all California local agencies select their officers. But in his experience, (probably) most follow the latter system. The City Attorney has observed that most do not establish any rotational, randomly-selected, or other set method for selecting officers. Instead, they leave the selection of each year's officers to the discretion of the council or board. In these systems, governing bodies are free each year to decide whom to select.

Often I have seen these bodies with these systems keep the same officers in place for sake of continuity. Ultimately, the Mayor and Vice Mayors are selected simply based on which councilmembers can secure the necessary motions, seconds, and

majority votes. Some may assert this system is more “political” than the others, but it allows for maximum flexibility in selection.

In sum, the options for selecting Council officers appear to include (1) choosing based on seniority, (2) district rotation, (3) random selection, or (4) selecting whomever can secure the necessary votes. This office is not aware of other potential options.

(To be sure, I note that some California cities have elected mayors. I exclude discussion of this option because it is something voters would have to approve and would require the City Council be completely redistricted to accommodate four, rather than five, districts.).

Consistency with the Oakley Strategic Plan 27+

The proposed action is consistent with the Sustainable Organization Goal.

Fiscal Impact

There is no fiscal impact associated with this action.

Staff Recommendation

The City Council is requested to give this Office direction regarding any proposed ordinance it would like to consider for amending the process for selecting the Mayor and Vice Mayor. Should the Council give such direction, this Office will be prepared to present an ordinance consistent with the Council’s direction at the first meeting in October. If the Council introduces this ordinance at that meeting, it may be read and enacted at the second meeting that month. As the 30-day “waiting period” before ordinances take effect would conclude in November, the new system could be in place before the City Council selects its officers for 2026.

Attachments

1. Current Text of Oakley Municipal Code § 2.1.003
2. Staff Report, January 10, 2023

2.1.003 Appointment of Mayor and Vice Mayor Following Implementation of By-District City Council Elections.

a. Each year during the month of December, the City Council shall appoint one of its members as Mayor and one of its members as Vice Mayor for the following calendar year.

b. Except as provided in paragraph (e) of this Section, the Mayor and Vice Mayor shall be selected based on the number of the City Council district from which each was elected in their immediately preceding City Council elections. The Mayor and Vice Mayor shall be selected based on the rotation schedule stated in paragraphs (c) and (d) of this Section.

c. For calendar year 2025, the rotation schedule for selection of Mayor and Vice Mayor shall commence as follows:

1) If the City Council member elected to represent City Council District Five has served for at least the preceding 345 days on the City Council, then the Mayor for that calendar year shall be selected from Council District Five, and the Vice Mayor for that calendar year shall be selected from City Council District Four; or

2) If the member elected to represent City Council District Five has not served at least the preceding 345 days on the City Council, and the member elected to represent City Council District Four has served for at least the preceding 345 days on the City Council, then the Mayor for that calendar year shall be selected from Council District Four, and the Vice Mayor shall be selected from City Council District Three; or

3) If the members elected to represent City Council Districts Four and Five have not served at least the preceding 345 days on the City Council, and the member elected to represent City Council District Two has served for at least the preceding 345 days on the City Council, then the Mayor for that calendar year shall be selected from Council District Two, and the Vice Mayor shall be selected from City Council District One; or

4) If the members elected to represent City Council Districts Two, Four, and Five have not served at least the preceding 345 days on the City Council, and the member elected to represent City Council District Three has served for at least the preceding 345 days on the City Council, then the Mayor for that calendar year shall be selected from Council District Three, and the Vice Mayor shall be selected from City Council District Two.

5) If the members elected to represent City Council Districts Two, Three, Four, and Five have not served at least the preceding 345 days on the City Council, then the Mayor for that calendar year shall be selected from Council District One, and the Vice Mayor shall be selected from City Council District Five.

d. For calendar year 2026, and each calendar year thereafter, the Mayor for the calendar year shall be the councilmember who served as the Vice Mayor during the preceding calendar year; and the Vice Mayor for the calendar year shall be selected from the district number that is the next

lower-numbered district below the number of district from which the Mayor is selected, except that if the Mayor is selected from City Council District One, the next lower-numbered district shall be deemed to be City Council District Five.

e. A member shall not serve as Mayor if he or she has not previously served on the City Council for at least 345 days preceding the date of selection. In addition, the City Council may decline to appoint a member as Mayor or Vice Mayor if a majority of the City Council determines any of the following circumstances exist:

1) A violation of law or City policy, or has been or is being investigated for a violation of law or of policy;

2) Intemperate, rude, or disparaging remarks or conduct toward the public, staff or City Council;

3) Lack of leadership or communications skills;

4) Excessive absenteeism as a Council member;

5) Any other conduct that would be considered to be unprofessional or unbecoming of the position of Mayor or Vice Mayor;

6) Determination that the person does not have the available time to assume the additional duties of Mayor or Vice Mayor.

f. Should a member be ineligible under paragraph (e) to serve as Mayor, or should a majority of the City Council decline to appoint a member as Mayor or Vice Mayor for any of the reasons stated in paragraph (e), or should the member serving as Mayor or Vice Mayor resign his or her service as Mayor or Vice Mayor during his or her term, the City Council shall by majority vote select another member to fill the position for the calendar year or remainder of that year. The appointment of any member under this paragraph shall not affect, alter, or reset the mayoral and vice-mayoral rotation schedule for future calendar years, as provided in paragraph (d).

g. The provisions of this Section shall take effect on December 1, 2024, on which date and thereafter, this Section shall supersede and replace the provisions of Section 2.1.005 of this Code.

OAKLEY
CALIFORNIA

STAFF REPORT

DATE: January 10, 2023

TO: Joshua McMurray, City Manager

Approved and Forwarded to the City Council

FROM: Derek P. Cole, City Attorney

SUBJECT: Process for Selecting Mayor and Vice-Mayor Following Implementation of District Elections

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Background and Introduction

In 2021, the City switched from at-large to by-district elections for city councilmembers. Two council seats (Districts 2 and 4) were elected by district during the 2022 General Election. The three remaining seats (Districts 1, 3, and 5) will be selected by district in the next General Election in 2024.

The switch to district elections necessitates a change in the way the Mayor and Vice-Mayor are selected. Currently, the general standard for selecting both positions is that the Vice-Mayor serves as the Mayor during the following year. The Vice Mayor is the person who (1) has the most experience serving on the City Council, and (2) who has not previously served as Vice Mayor. In cases in which two members have equal continuous service, the Oakley Municipal Code provides a tie-breaker: the Vice Mayor is the member who received the most votes at the last election.

Because of the City's recent transition to district elections, this process for breaking ties as to the Vice-Mayor (and, thus, the following year's Mayor) is no longer workable. This is for two reasons. First, it is doubtful that each council district will have an equal, or substantially similar, number of voters in each election. For instance, one district could have 5,000 votes cast for its councilmembers, while another district may have 4,000 votes. The councilmember in the district with the higher votes cast will inherently have a vote-count advantage over the member from the other district.

Second, and relatedly, one district may have fewer candidates than in other districts. As an example, if one district had two candidates, and assuming 5,000 votes cast, a candidate could win with 2,501 votes. But if there are three candidates in another district, a candidate—who would only need to win by plurality—could win with 1,667 votes (again, assuming 5,000 total votes cast). Accordingly, councilmembers in districts in which fewer candidates run will often have an advantage over other members.

Because of these systemic problems under the current ordinance (the relevant provisions of which are attached at the end of this staff report), Staff proposes that the Council give direction concerning alternative means of selecting the Vice Mayor (and, thus, the following year's Mayor).

Analysis

Staff has researched how several other cities handle the issues of tie-breakers for selection of Mayoral and Vice-Mayoral positions. Many cities continue to use the highest-vote method for breaking ties, which for the reasons above, does not seem optimal. Based on Staff's review, other options for selecting the Vice-Mayor (and the following year's Mayor) include:

1. Using percentage instead of vote count. Because of the inherent variation in the vote count for districts, the Council could consider using percentage as a tie-breaker. For instance, in a two-candidate district in which 4,000 votes are cast, a candidate who receives 2,500 votes wins 62.5% of the vote. In contrast, a candidate who receives 2,505 votes in a district in which 5,000 votes are cast would receive a greater number of votes, but a lower percentage, 50.001%. In a district-election system, the percentages by which candidates win may be viewed as a better measure of relative strength.

   A problem would arise when the number of candidates differs between districts. In a two-candidate race, the winning candidate will always receive more than 50% of the vote. But in races in which a greater number of candidates run, candidates would only need to win by plurality. It is thus possible that candidates could win with 34% (three candidates), 26% (four candidates), or 21% (five candidates) of the vote.

   One potential solution to this problem is to measure the relative difference between only the top two candidates in each district. For example, in a district in which there are three candidates, and 4,000 votes cast, assume the top vote getter receives 2,100 votes and the second place candidate receives 1,800 votes. In this situation, the 100 votes for the third place candidate would be excluded, and the top vote getter would be deemed to have received 53.8% of the vote (2,100 divided by 3,900). If the other Vice-Mayoral candidate ran in a two-candidate district, an applies-to-apples comparison could (arguably) be made.

2. Random selection. Instead of considering relative strength of electoral victories (by vote count or percentage), a random form of selection could be used to break the tie. This could include the drawing of cards, rolling of dice, drawing of lots, or some other method.

3. Discontinue rotation system. Several cities do not have any rotation system for selecting their mayors and vice-mayors. In these cities, candidates may serve in either position without regard to prior service or relative strength of outcomes in previous elections. All councilmembers are eligible each year to serve in

either position and they may serve continuous terms with the consent of their fellow councilmembers. The selections for each position are made through the usual motion process.

4. Rotation by district. A rotation system based on district number could also be used. This is probably the simplest system. It would involve each district's councilmember serving one year every five years. A drawback is that because councilmembers serve for four-year terms, a councilmember could be excluded from serving as Mayor during his or her term. For instance, if the District One councilmember takes office the year following that district serving as Mayor, he or she will not be able to serve as Mayor during his or her term.

Conclusion

Staff will appreciate receiving direction on how the City Council would like to select the Vice Mayor going forward. Once such direction is received, the City Attorney will prepare an ordinance consistent with the direction given.

ATTACHMENT

Excerpts from Oakley Municipal Code § 2.1.005

“e. The City Clerk shall establish and keep a "rotation schedule" regarding the City Council members. The member with the most continuous time of service on the Council who has not previously served as Vice Mayor and is not selected Mayor will be selected as Vice Mayor. If two or more members have equal time of continuous service, the member who received the highest number of votes at his/her election shall be selected. The other members with equal time of continuous service will have their rank on the rotation schedule determined by the number of votes that they received at their election, with the member having the higher number of votes receiving higher ranking.

f. When the Mayor completes his/her service as Mayor, he/she shall revert to the bottom of the rotation schedule.

g. If a member was appointed to the City Council, he/she shall be placed at the bottom of the rotation schedule when appointed, and shall continue up the rotation schedule thereafter in the same manner as the other members.

h. If a member voluntarily declines appointment as either Mayor or Vice Mayor, he/she shall then rotate to the bottom of the schedule.

i. The City Council may decline to appoint a member to serve as Mayor or as Vice Mayor if a majority of the City Council determines that the person has experienced or exhibited any of the following:

1) A violation of law or City policy, or has been or is being investigated for a violation of law or of policy;

2) Intemperate, rude or disparaging remarks or conduct toward the public, staff or City Council;

3) Lack of leadership or communications skills;

4) Excessive absenteeism as a Council member;

5) Any other conduct that would be considered to be unprofessional or unbecoming of the position of Mayor or Vice Mayor;

6) Determination that the person does not have the available time to assume the additional duties of Mayor or Vice Mayor.”