OAKLEY
CALIFORNIA

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

Tuesday, March 25, 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.ci.oakley.ca.us.

A complete packet of information containing staff reports and exhibits related to each item is available for public review prior to an Oakley City Council and/or City Council Acting as the Successor Agency to the Oakley Redevelopment Agency/Oakley Public Financing Authority meeting at Oakley City Hall, 3231 Main Street, Oakley, CA 94561. Any writings or documents provided to a majority of the Oakley City Council, Oakley City Council Acting as the Successor Agency to the Oakley Redevelopment Agency or Oakley Public Financing Authority regarding any item on this agenda will be made available for public inspection, during regular business hours, at the front counter in the Main Lobby of the Oakley City Hall located at 3231 Main Street, Oakley, CA 94561. Agendas may be picked up at the Oakley City Hall located at 3231 Main Street, Oakley, CA 94561 for no charge. To request information regarding placement on the City's agenda e-mail distribution list, please contact us at (925) 625-7000.

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

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

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

1. OPENING MATTERS
   Oakley City Council/Oakley City Council Acting as the Successor Agency to the Oakley Redevelopment Agency/Oakley Public Financing Authority

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

   1.2 Pledge of Allegiance to the Flag

   1.3 Contra Costa County Library Commission Update (Kevin Armonio, Commissioner)

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

3. COUNCILMEMBER COMMENTS

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

   4.1 Approve Minutes from the Regular Joint City Council/City Council Acting as the Successor Agency to the Redevelopment Agency/Public Financing

Authority Meeting held March 11, 2025 (Kim Snodgrass, City Clerk)
Minutes

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

4.3 Ratify Election: Adopt Ordinance No. 3-25 Authorizing the Levy of a Special Tax on Parcels of Land within Tax Area Zone 195 within the Oakley Special Police Tax Area for Police Protection Services for the Live Oak Industrial Park project located at 5400 Live Oak Avenue (APN 037-100-065-4) (Kevin Rohani P.E., Public Works Director/City Engineer)
Staff Report
1. One (1) Signed Ballot
2. Ordinance 3-25
2A. Exhibit A â€“ Boundary Map for Police Tax Area Zone 195
2B. Exhibit B â€“ Tax Rate Schedule for Fiscal Year 2024-25

4.4 Annexation No. 43 (Live Oak Industrial Park) to the City of Oakley Community Facilities District No. 2015-2 (Parks, Streetlight, Landscape, and Stormwater Services) (Kevin Rohani, P.E., Public Works Director/City Engineer)
Staff Report
1. Unanimous Approval Form
2. Resolution
3. Amended Boundary Map
4. Amendment No. 43

4.5 Adopt a Resolution Approving the Adoption of the Housing Element Annual Progress Report including the SB 341 Report (Evan Gorman, Associate Planner)
Staff Report
1. Housing Element Annual Progress Report with SB 341 Report as an Attachment (Reporting Year 2024)
2. Proposed Resolution

4.6 Adopt a Resolution authorizing the City Manager to execute the program supplement agreement under the master agreement with the State of California Department of Transportation - CIP Project No. 302 – East Cypress Road Widening (Jersey Island Road to Bethel Island Road) Project, Federal Aid Project No. PLBPL-5477(010) (Kevin Rohani, P.E., Public Works Director/City Engineer)
Staff Report
1. Resolution

4.7 Adopt a Resolution Authorizing the City Manager to execute the First Amendment to the Agreement with Baker Tilly US, LLP (Joshua McMurray, City Manager)
Staff Report
1. Resolution
2. Proposed plan of work (March 11, 2025)
3. Original Agreement with Baker Tilly US, LLP dated June 24, 2024

5. PUBLIC HEARINGS

5.1 Oakley Shops at Laurel Fields Master Sign Program and Sign Exception Permit (SP 25-01, SEP 25-01) – Request for approval of a Master Sign Program and Sign Exception Permit for the Oakley Shops at Laurel Fields Shopping Center (Evan Gorman, Associate Planner)

California Environmental Quality Act ("CEQA") Determination: Find that the project is exempt under CEQA per the "Common Sense" Exemption (14 Cal. Code Regs./CEQA Guidelines section 15061(b)(3)]

Staff Report
1. Vicinity Map
2. Public Hearing Notice
3. Oakley Shops at Laurel Fields Master Sign Program
4. Proposed Resolution

6. REGULAR CALENDAR

6.1 Receive an Update on the Senior Center Project (Jeri Tejeda, Administrative Services Director)

Staff Report

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 SESSIONS

9. CLOSED SESSION

10. ADJOURN

MINUTES OF THE REGULAR JOINT MEETING OF THE OAKLEY CITY COUNCIL/OAKLEY CITY COUNCIL ACTING AS THE SUCCESSOR AGENCY TO THE OAKLEY REDEVELOPMENT AGENCY/OAKLEY PUBLIC FINANCING AUTHORITY HELD MARCH 11, 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. in the Oakley City Council Chambers located at 3231 Main Street, Oakley, California 94561. Vice Mayor Hugh Henderson and Councilmembers George Fuller, Aaron Meadows and Anissa Williams were also present.

1.2 Pledge of Allegiance to the Flag

Madison Lennon and Larissa Contreras led the Pledge of Allegiance to the Flag.

1.3 Contra Costa County Library Commission Update (Kevin Armonio, Commissioner)

Mayor Shaw mentioned that this item has been rescheduled to March 25, 2025.

1.4 Proclamation Recognizing March as American Red Cross Month

Mayor Shaw mentioned that the recipient was not in attendance and the Proclamation would be sent to them.

1.5 Recognizing Oakley Resident Jaren Barajas for winning the 3-Point Shooting Contest during the NBA All-Star Game.

After a short video of his winning shot, Mayor Shaw called Jaren up to talk about his experience.

Jaren explained how his family surprised him with tickets to the game, how he was selected to participate in the contest and what he plans to do with his winnings.

Council members congratulated Jaren on his win and thanked him for representing Oakley.

2. PUBLIC COMMENTS

A Public Comment was provided by Bud Chaddock.

Public Comments were submitted by Yvonne Pate and Rebecca Mears and will be entered into the record.

3. COUNCILMEMBER COMMENTS

Councilmember Fuller provided a comment.

4. CONSENT CALENDAR

4.1 Approve Minutes from the Regular Joint City Council/City Council Acting as the Successor Agency to the Redevelopment Agency / Special Public Financing Authority Meeting held February 25, 2025 (Kim Snodgrass, City Clerk)

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

4.3 Adopt a Resolution Accepting the work Associated with Capital Improvement Project Number 303 – Public Works Operations Building Remodeling Project (Kevin Rohani P.E., Public Works Director/City Engineer)

4.4 Adopt a Resolution Establishing the Rate per Equivalent Runoff Unit for Fiscal Year (FY) 2025/26 and Requesting the Contra Costa County Flood Control and Water Conservation District to Adopt an Annual Parcel Assessment for Drainage Maintenance and the National Pollutant Discharge Elimination System Program (Kevin Rohani, P.E., Public Works Director/City Engineer)

4.5 Creating Zone 196 within the Oakley Special Police Tax Area consisting of the 4601 Rose Avenue Urban Lot Split (MS 24-978) project located at 4601 Rose Avenue (APN 035-190-017-0) (Kevin Rohani, P.E., Public Works Director/City Engineer)

4.6 Adopt a Resolution Creating Zone 197 within the Oakley Special Police Tax Area consisting of the 3901 Rose Avenue Urban Lot Split (MS 24-979) project located at 3901 Rose Avenue (APN 034-290-099-0) (Kevin Rohani, P.E., Public Works Director/City Engineer)

4.7 Adopt a Resolution Approving the Special Event Beverage Concessions Non-Profit Selection (Troy Faulk, Recreation Manager)
(Note: Item 4.7 was just an approval and did not require a resolution)

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 Meadows and seconded by Vice Mayor Henderson to Approve item 4.1. Ayes: Henderson, Meadows, Shaw, Williams. Noes: Fuller (4-1)

5. PUBLIC HEARINGS - None

6. REGULAR CALENDAR - None

7. REPORTS

7.1 CITY MANAGER

(a) City Manager

(b) Business License Update

City Manager Joshua McMurray reported the First Annual Day of Service will be held on April 12th, he mentioned that Public Comments will now be available on the City's Website the day of the meeting, and the Business License update is attached to the agenda packet.

Councilmember Fuller and Councilmember Williams provided comments.

Mr. McMurray responded.

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

Vice Mayor Henderson reported he attended the Diablo Water District meeting and the Contra Costa Habitat Conservancy meeting.

Councilmember Meadows reported he attended the Contra Costa Transportation Authority Planning Committee meeting.

Councilmember Williams reported she attended the Tri Delta Transit meeting, the Cal Cities Legislative Dinner, the Mayor's Conference, the East Bay Leadership Council Series, a Mental Wellness Webinar, the Choice in Aging Crab Feed and the Network of Care Crab Feed.

Mayor Shaw reported she attended a meeting with the City Manager and the Police Chief, the Tri Delta Transit meeting, the California League of Cities East Bay Board meeting, the Cal Cities East Bay Dinner, the East Bay Regional Communications System Authority meeting, the Choice in Aging Crab Feed, she judged Oakley's got Talent, had a virtual meeting with County Staff, she attended the Mayor's Conference and the Costco grand opening, she judged the banner competition for East County Little League's opening day, she attended the Network of Care Crab Feed, and a Mental Health Forum, she also reported she had meetings, emails and phone calls with residents on an upcoming agenda item.

(b) Requests for Future Agendas

None

8. WORK SESSIONS

8.1 40 Mercedes Lane Preliminary General Plan Amendment (PA 04-24) - Work Session to discuss the merits of a potential project to amend the General Plan Land Use Designation of an approximately 5.7 -acre site from Commercial ("C") to Residential High ("RH") (Jose Cortez, Senior Planner)

Senior Planner Jose Cortez presented the Report.

Questions and comments were provided by Councilmember Williams.

Mr. Cortez responded to Councilmember Williams.

Applicant Matt Beinke provided an overview of the concept and goal of the project.

Public Comments were provided by Nadine Obeid, Ken Tilcock, Brad Nix, Bud Chaddock, Donna Chaddock, Aric Pratt, Kim Cawley, Ron Cawley, Andrea Brown, Chrishan Ross, Sean Ross, and Mark Sutter.

Public Comments were received by Bob Kratina, Heidi Mayer, Karen Riach, Moises Cornejo, Andrea Wacker, Rober Van Dyke, Dennis Madrid, Joni Smith, Michael Rhodes, David Keane, Brenda Keane, Karen, Rabid Obeid, Mary Jeanne Roney, Cindy Coelho, Sierra Gorsuch, Rebecca Mears, Patricia Rice, Lori Maxwell, Jim Maxwell and Maggie Diodoro and will be entered into the record.

Councilmember Williams, Councilmember Meadows, Vice Mayor Henderson, Councilmember Fuller, and Mayor Shaw provided comments and direction to staff.

City Manager Joshua McMurray provided details on next steps.

9. CLOSED SESSION

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

City Designated Representatives: Joshua McMurray, City Manager and Jeri Tejeda, Administrative Services Director

Unrepresented Employees: Accountant (1), Accounting Technician (1), Administrative Assistant (3), Administrative Services Director (1), Administrative Supervisor (1), Administrative Technician (2), Assistant City Manager (1), Assistant Engineer (1) Assistant Recreation Coordinator (1), Associate Planner (1), Building Inspector I (2), Chief Building Official (1), City Clerk (1), Code Enforcement Officer (1), Code Enforcement Technician (2), Community Development Director (1), Custodian (2), Economic Development Analyst (1), Engineering Manager (1), Finance Manager (1), Human Resources Manager (1), IT Manager (1), Office Assistant (2), Payroll Specialist (1), Park Ranger (1), Permit Technician (1), Police Chief (1), Police Lieutenant (2), Police Records Assistant (2), Police Records Supervisor (1), Police Service Assistant (3.5), Police Trainee (2), Property & Evidence Technician (1), Public Works Director/City Engineer (1), Public Works Inspector (1), Public Works Maintenance Foreman (3), Public Works Maintenance Manager (1), Public Works Maintenance Worker (6), Recreation & Events Coordinator (1), Recreation Manager (1), Senior Civil Engineer (1), Senior Permit Technician (1), Senior Planner (1)

9.2 PUBLIC EMPLOYEE PERFORMANCE EVALUATION

Pursuant to Government Code Section 54954.5 (e)

Title: City Manager

Mayor Shaw thanked everyone for attending and mentioned the meeting will adjourn after Closed Session.

10. ADJOURN

There being no further business, the meeting was adjourned at 9:45 p.m.

Respectfully submitted,

Kim Snodgrass
City Clerk

MEMORANDUM

OAKLEY
CALIFORNIA

Date: March 12, 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 March 25, 2025

Background and Analysis

The City Council considered the following closed session items during its regular meeting held March 11, 2025:

CONFERENCE WITH LABOR NEGOTIATORS

Pursuant to Government Code Section 54957.6(a)

City Designated Representatives: Joshua McMurray, City Manager and Jeri Tejeda, Administrative Services Director

Unrepresented Employees: Accountant (1), Accounting Technician (1), Administrative Assistant (3), Administrative Services Director (1), Administrative Supervisor (1), Administrative Technician (2), Assistant City Manager (1), Assistant Engineer (1) Assistant Recreation Coordinator (1), Associate Planner (1), Building Inspector I (2), Chief Building Official (1), City Clerk (1), Code Enforcement Officer (1), Code Enforcement Technician (2), Community Development Director (1), Custodian (2), Economic Development Analyst (1), Engineering Manager (1), Finance Manager (1), Human Resources Manager (1), IT Manager (1), Office Assistant (2), Payroll Specialist (1), Park Ranger (1), Permit Technician (1), Police Chief (1), Police Lieutenant (2), Police Records Assistant (2), Police Records Supervisor (1), Police Service Assistant (3.5), Police Trainee (2), Property & Evidence Technician (1), Public Works Director/City Engineer (1), Public Works Inspector (1), Public Works Maintenance Foreman (3), Public Works Maintenance Manager (1), Public Works Maintenance Worker (6), Recreation & Events Coordinator (1), Recreation Manager (1), Senior Civil Engineer (1), Senior Permit Technician (1), Senior Planner (1)

Direction was provided to staff. There was no reportable action.

PUBLIC EMPLOYEE PERFORMANCE EVALUATION

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

Direction was provided to staff. There was no reportable action.

Fiscal Impact

None.

Recommendation

Receive and file this report.

Attachments

None.

DATE: March 25, 2025

Approved and Forwarded to the City Council

TO: Joshua McMurray, City Manager

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

SUBJECT: Ratify Election: Adopt Ordinance No. 03-25 Authorizing the Levy of a Special Tax on Parcels of Land within Tax Area Zone 195 within the Oakley Special Police Tax Area for Police Protection Services for the Live Oak Industrial Park project located at 5400 Live Oak Avenue (APN 037-100-065-4)

Background and Analysis

On June 11, 2024, the City Planning Commission approved a tentative map with certain Conditions of Approval for the proposed Live Oak Industrial Park project (the "Project"). The Project is designated as Light Industrial (LI) in the Oakley 2020 General Plan and zoned Light Industrial (LI) on the City of Oakley Zoning Map. The Project is currently comprised of APN 037-100-065-4, which is expected to contain eight 8,000 square-foot warehouse buildings on a total of four parcels at build-out.

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

On February 11, 2025, the City Council introduced Ordinance No. 03-25 which would authorize a special tax for police services within Zone 195 subject to property owner voter approval. On March 18, 2025, the City Clerk conducted the property owner election. There was one (1) ballot issued to the property owner representing the Project. The City Clerk tabulated the property owner ballot, and the property owner was in favor of annexing into the Oakley Special Police Tax Area as Zone 195.

Consistency with the Oakley Strategic Plan 27+

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

Fiscal Impact

There will be no financial impact to the City's General Fund. The applicant has funded all costs associated with the annexation of Zone 195 to the Oakley Special Police Tax

Area. The Fiscal Year 2024/25 special tax rate for light industrial parcels is $1,995.96/parcel (Fiscal Year 2024/25 rates). The project is anticipated to consist of eight 8,000-square-foot industrial buildings on a total of four parcels at build-out. Therefore, the successful creation of the Zone is expected to provide up to $7,983.84 (in Fiscal Year 2024/25 dollars) in revenue annually at build-out. The taxes can be collected on the property tax rolls commencing in Fiscal Year 2025/26.

Staff Recommendation

Staff recommend that the City Council ratify the election and adopt Ordinance No. 03-25 authorizing the levy of a special tax on parcels of land within Tax Area Zone 195 within the Oakley Special Police Tax Area for Police Protection Services for the Live Oak Industrial Park project located at 5400 Live Oak Avenue (APN 037-100-065-4).

Attachments

1. One (1) Signed Ballot
2. Ordinance No. 03-25
    1. Exhibit A – Boundary Map for Police Tax Area Zone 195
    2. Exhibit B – Tax Rate Schedule for Fiscal Year 2024-25

SPECIAL POLICE TAX AREA BALLOT
CREATING ZONE 195 FOR THE LIVE OAK INDUSTRIAL PARK PROJECT
LOCATED AT 5400 LIVE OAK AVENUE

Parcel Description: Assessor Parcel Number 037-100-065-4

Record Owner: Live Oak Investors, LLC

Address: 5400 Live Oak Avenue

Shall Ordinance No. 03-25 of the City Council of the City of Oakley be approved so as to authorize a special tax on property located in Zone 195 of the Oakley Special Police Tax Area to maintain the present level of police protection service and provide additional funding for increased police protection service? The initial annual special tax rate for County use code 53 (Light Industrial) is $1,995.96 per parcel and $498.99 per vacant parcel per the current Fiscal Year 2024-25 rate schedule. I also acknowledge that the tax rate can be adjusted annually as described in Ordinance No. 03-25.

X Yes, Ordinance No. 03-25 shall be approved.

_____ No, Ordinance No. 03-25 shall not be approved.

Colt

Signature of Authorized Representative for
Live Oak Investors, LLC

Colt Alvernaz

Printed Name

Managing Partner

Title

ORDINANCE NO. 3-25

AN ORDINANCE OF THE CITY OF OAKLEY ESTABLISHING OAKLEY SPECIAL POLICE TAX AREA ZONE 195 WITHIN THE OAKLEY SPECIAL POLICE TAX AREA FOR A SPECIAL TAX FOR POLICE PROTECTION SERVICES FOR THE LIVE OAK INDUSTRIAL PARK PROJECT LOCATED AT 5400 LIVE OAK AVENUE (APN 037-100-065-4)

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

Section 1. Purpose, Intent and Authority.

It is the purpose and intent of this Ordinance to authorize the levy of a special tax on real property that is within Oakley Special Police Tax Area Zone 195 of the Oakley Special Police Tax Area as shown on the Exhibit A map attached hereto in order to provide funding for police protection to serve the property and persons within said Zone.

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

The revenues raised by this tax are to be used solely for the purposes of obtaining, furnishing, operating, and maintaining police protection equipment or apparatus, for paying the salaries and benefits of police protection personnel, and for such other police protection service expenses as are deemed necessary for the benefit of the residents of Zone 195.

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

Section 2. Definitions.

The following definitions shall apply throughout this Ordinance.

A. "Constant first year dollars" shall mean an actual dollar amount which, in years subsequent to the first fiscal year the tax is levied, shall have the same purchasing price as the base amount in first fiscal year dollars as measured by the actual cost of services for the City of Oakley's cost of obtaining police services. The base amount shall be the amount of tax per parcel as specified in Section 3.A herein. The adjustments from actual

to constant dollars shall be made by use of the actual cost of services, as specified in Section 3.B herein.

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

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

D. Oakley Special Police Tax Area Zone 195 (hereinafter called "Zone") means that portion of the incorporated area of the City of Oakley located within the boundaries as shown on the map Exhibit A hereto.

E. "Parcel" means the land and any improvements thereon, designated by an assessor's parcel map and parcel number and carried on the secured property tax roll of Contra Costa County. For the purposes of this Ordinance, parcel does not include any land or improvements outside the boundaries of Zone 195, nor any land or improvements owned by any governmental entity.

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

Section 3. Amount and Level of Taxes.

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

A. For First Fiscal Year:

The tax per year for the first fiscal year (July 1, 2024, through June 30, 2025) shall be the amount of Tax Per Parcel for a Property Use Code Category as set forth on Exhibit B hereto. If any new development, including new residential units, is completed prior to the tax being effective for the first fiscal year, the owner of the Parcel, as shown on the latest assessment roll, shall pay the tax for the remainder of such fiscal year on a pro-rated basis to the City, no later than receipt of Certificate of Occupancy or final building permit inspection.

B. For Subsequent Fiscal Year:

The tax rates shown in Exhibit B shall be automatically adjusted on July 1 of each year, beginning on July 1, 2025, by the increase in the Consumer Price Index for all Urban Consumers for the San Francisco-Oakland Bay Area and applying that rate to the prior year amounts for each property use code category. However, the City Council reserves the right to itself the opportunity to adjust the rate in the following year if the CPI adjustment is insufficient to reimburse the City for the costs of providing levels of police services as approved by the City Council.

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

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

Section 4. Collection and Administration.

A. Taxes as Liens Against the Property.

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

B. Collection.

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

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

C. Costs of Administration by County.

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

Section 5. Severability Clause.

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

Section 6. Effective Date and Posting.

This Ordinance shall take effect immediately upon its confirmation by two-thirds of the voters voting within the Zone in an election to be held on March 18, 2025, so that taxes shall first be collected hereunder for the tax year beginning July 1, 2025. If not confirmed by two-thirds of the voters participating in the election, this Ordinance and the tax approved herein shall not become effective.

PASSED AND ADOPTED by the City Council of the City of Oakley this 25th day of March 2025, by the following vote:

AYES:
NOES:
ABSTENTION:
ABSENT:

APPROVED:

_____
Shannon Shaw, Mayor

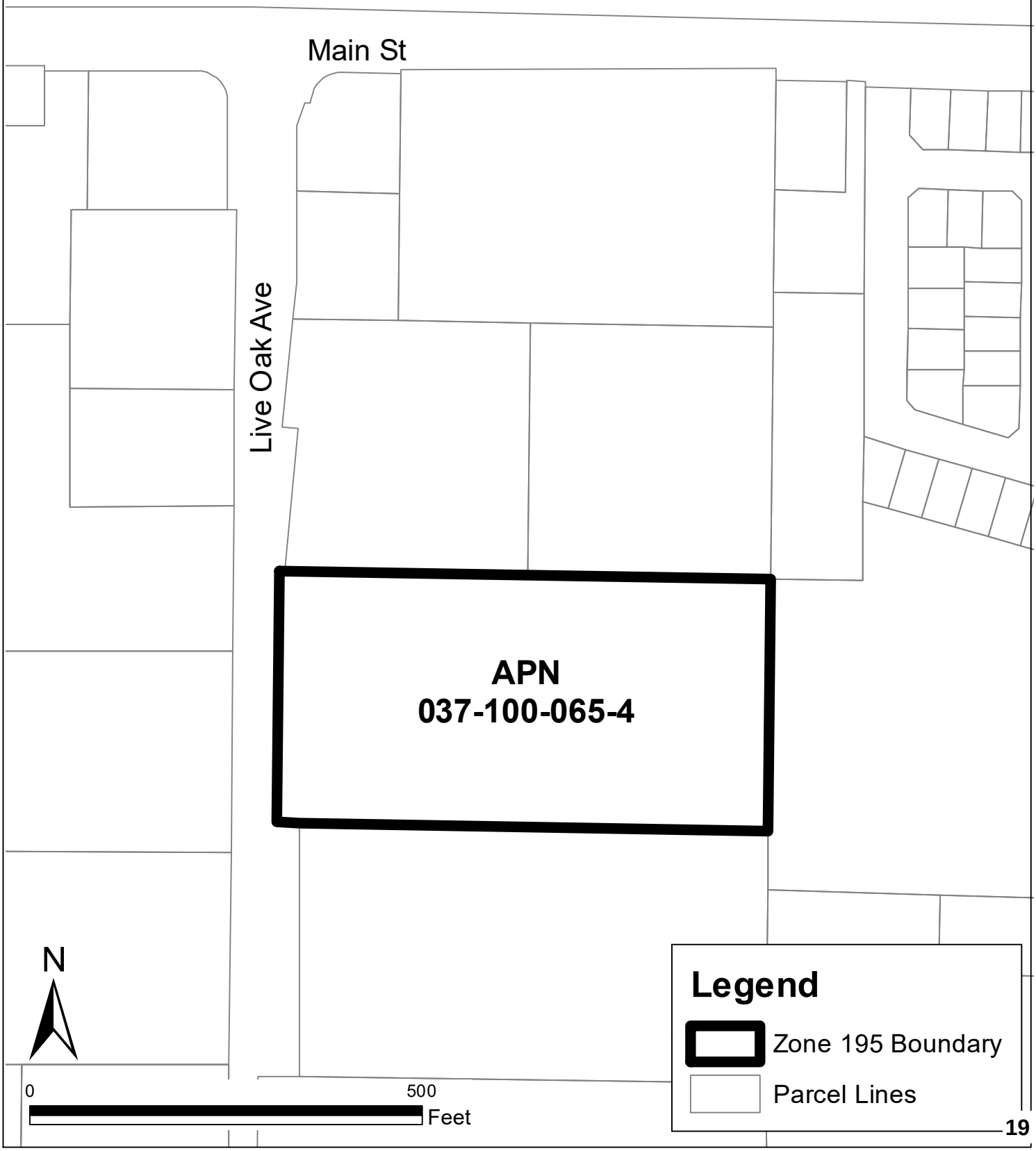
ATTEST:

_____ _____
Kim Snodgrass, City Clerk Date

EXHIBIT A - BOUNDARY MAP

CITY OF OAKLEY SPECIAL POLICE TAX AREA (P-6) ZONE 195

CITY OF OAKLEY
COUNTY OF CONTRA COSTA, STATE OF CALIFORNIA
LIVE OAK INDUSTRIAL PARK



CITY OF OAKLEY SCHEDULE FOR POLICE SERVICE TAX
FOR FISCAL YEAR 2024/2025

PROPERTY USE CODE CATEGORY	DESCRIPTION	FY23/24 TAX PER PARCEL	FY24/25 TAX PER PARCEL
11	Single Family Residence – 1res., 1 site	$1,282.30	$1,330.64
12	Single Family Residence – 1 res., 2 or more sites	$1,282.30	$1,330.64
13	Single Family Residence – 2 res., on 1 or more sites	$2,051.68	$2,129.02
14	Single Family Residence – other than single fam. Land	$1,282.30	$1,330.64
15	Misc. Improvements – 1 site	$1,282.30	$1,330.64
16	Misc. Improvements – 2 or more sites	$1,282.30	$1,330.64
17	Vacant – 1 site	$641.15	$665.32
18	Vacant – 2 or more sites	$641.15	$665.32
19	Single Family Residence – Det. W/common area	$1,282.30	$1,330.64
20	Vacant – Multiple	$641.15	$665.32
21	Duplex	$2,051.68	$2,129.02
22	Triplex	$3,077.52	$3,193.54
23	Fourplex	$4,103.36	$4,258.05
24	Combinations	$1,282.30	$1,330.64
25	Apartments (5 –12 Units)	$5,129.20	$5,322.56
26	Apartments (13 – 24 Units)	$13,335.92	$13,838.66
27	Apartments (25 – 59 Units)	$25,646.00	$26,612.80
28	Apartments (60+ units)	$61,550.40	$63,870.72
29	Attached PUDs: Cluster Homes, Condos, etc.	$1,282.30	$1,330.64
30	Vacant – Commercial	$641.15	$665.32
31	Commercial Stores – Not Supermarkets	$2,564.60	$2,661.28
32	Small Grocery Stores – (7-11, etc.)	$3,846.90	$3,991.92
33	Office Buildings	$2,564.60	$2,661.28
34	Medical, Dental	$2,564.60	$2,661.28
35	Service Stations, Car Wash	$2,564.60	$2,661.28
36	Garages	$2,564.60	$2,661.28
37	Community Facilities (Recreational, etc.)	$5,129.20	$5,322.56
38	Golf Courses	$2,564.60	$2,661.28
39	Bowling Alleys	$1,282.30	$1,330.64
40	Boat Harbors	$3,205.75	$3,326.60
41	Supermarkets – (not shopping centers)	$3,846.90	$3,991.92
42	Shopping Centers	$5,129.20	$5,322.56
43	Financial Buildings – (Ins., Title, Banks, S&L)	$1,282.30	$1,330.64
44	Motels, Hotels & Mobile Home Parks	$6,411.50	$6,653.20
45	Theaters	$2,885.18	$2,993.94
46	Drive-in Restaurants	$1,923.45	$1,995.96
47	Restaurants	$1,923.45	$1,995.96
48	Multiple & Commercial	$1,923.45	$1,995.96
49	New Car Agencies	$1,923.45	$1,995.96
50	Vacant Land (not part of Ind. Park or P. & D.)	$480.86	$498.99
51	Industrial Park	$3,846.90	$3,991.92
52	Research & Development	$1,923.45	$1,995.96
53	Light Industrial	$1,923.45	$1,995.96
54	Heavy Industrial	$1,923.45	$1,995.96
55	Mini Warehouses (public storage)	$3,846.90	$3,991.92
56	Misc. Improvements	$3,846.90	$3,991.92
61	Rural, Res., Improvement 1A-10A	$961.73	$997.98
62	Rural, w/or w/o structure 1A-10A	$961.73	$997.98
70	Convalescent Hospitals / Rest Homes	$1,923.45	$1,995.96
73	Hospitals	$1,923.45	$1,995.96
74	Cemeteries / Mortuaries	$1,923.45	$1,995.96
75	Fraternal & Service Organizations	$1,923.45	$1,995.96
76	Retirement Housing Complex	$6,411.50	$6,653.20
78	Parks & Playgrounds	$3,846.90	$3,991.92
85	Public & Private Parking	$1,923.45	$1,995.96
87	Common Area	$1,923.45	$1,995.96
88	Mobile Homes	$961.73	$997.98
89	Other (split parcels in different tax code areas)	$961.73	$997.98
99	Homeowner's Association Owned Common Areas	$769.38	$798.38

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

CALCULATION OF COST OF LIVING INCREASE	
Percent increase from FY 2023-24 in the San Francisco-Oakland-Bay Area Consumer Price Index for all Urban Consumers.	3.77%

OAKLEY
CALIFORNIA

Approved and Forwarded to the City Council

DATE: March 25, 2025

TO: Joshua McMurray, City Manager

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

SUBJECT: Annexation No. 43 (Live Oak Industrial Park) to the City of Oakley Community Facilities District No. 2015-2 (Parks, Streetlight, Landscape and Stormwater Services)

Background and Analysis

On June 11, 2024, the City Planning Commission approved a tentative map with certain Conditions of Approval for the proposed Live Oak Industrial Park project (the "Project"). The Project is designated as Light Industrial (LI) in the Oakley 2020 General Plan and zoned Light Industrial (LI) on the City of Oakley Zoning Map. The Project is currently comprised of APN 037-100-065-4, which is expected to contain eight-8,000 square-foot warehouse buildings on a total of four parcels at build-out.

The Conditions of Approval for the Project require the property owner to mitigate their project's financial impact on the City's parks, streetlighting, landscape and stormwater service budgets. On January 12, 2016, the Oakley City Council formed City of Oakley Community Facilities District No. 2015-2 (Parks, Streetlight, Landscape and Stormwater Services)("CFD No. 2015-2"). CFD No. 2015-2 authorizes the annual levy of a special tax on parcels located within CFD No. 2015-2 to mitigate their financial impact to the City's parks, streetlighting, landscape and stormwater service budgets. The property owner for the Project has requested the City assist them with the annexation of their development into CFD No. 2015-2 to satisfy their conditions of approval.

Prior to tonight's City Council meeting, the property owner for the Project executed the attached Unanimous Approval Form. This form constitutes unanimous approval and a unanimous vote by the property owner in favor of annexing their property to CFD No. 2015-2 including the subsequent annual levy of special taxes to mitigate their project's financial impact on the City's parks, streetlighting, landscape and stormwater service budgets.

Consistency with the Oakley Strategic Plan 27+

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

Fiscal Impact

There will be no financial impact to the City's General Fund. The applicant has funded all costs associated with the annexation of their project to CFD No. 2015-2. The Fiscal Year 2024/25 special tax rates per non-residential acre are as follows:

FY 2024-25 Maximum Special Tax Rates per Non-Residential Acre	
Special Tax Component	**Maximum Annual Special Tax Rates**
Regional Park Maintenance Tax	$510.36
Community Parks Maintenance Tax	$1,127.04
Streetlighting Maintenance Tax	$222.52
Neighborhood Parks & Landscape Maintenance Tax	$821.91
Stormwater/Water Quality Maintenance Tax	$70.38
Total	**$2,752.21**

The Project is anticipated to consist of four non-residential parcels totaling 4.473 acres at build-out. Therefore, successful annexation of the Project into CFD 2015-2 could provide up to $12,310 (in Fiscal Year 2024/25 dollars) in revenue annually once all buildings are constructed. The taxes will be collected on the property tax rolls commencing in Fiscal Year 2025/26.

Staff Recommendation

The conditions of approval for the Project require the property owner to mitigate their project's financial impact on the City's parks, streetlighting, landscape and stormwater service budgets. Staff recommend that the City Council:

1. Adopt a Resolution Approving the Annexation (Annexation No. 43) of Property Located in the Future Annexation Area of the City of Oakley Community Facilities District No. 2015-2 (Parks, Streetlight, Landscape and Stormwater Services)

Attachments

1. Unanimous Approval of Annexation to a Community Facilities District and Related Matters - City of Oakley Community Facilities District No. 2015-2 (Parks, Streetlight, Landscape and Stormwater Services)
    1. Exhibit A – Description of Services
    2. Exhibit B – Cost Estimate
    3. Exhibit C – Supplement to the Rate and Method of Apportionment of Special Tax – Tax Zone No. 16

2. Resolution Approving the Annexation (Annexation No. 43) of Property Located in the Future Annexation Area of the City of Oakley Community Facilities District No. 2015-2 (Parks, Streetlight, Landscape and Stormwater Services)
3. Map – Annexation No. 43 to City of Oakley Community Facilities District No. 2015-2 (Parks, Streetlight, Landscape and Stormwater Services)
4. Amendment No. 43 to Notice of Special Tax Lien – City of Oakley Community Facilities District No. 2015-2 (Parks, Streetlight, Landscape and Stormwater Services)

UNANIMOUS APPROVAL
of Annexation to a Community Facilities District
and Related Matters

CITY OF OAKLEY
Community Facilities District No. 2015-2
(Parks, Streetlight, Landscape and Stormwater Services)

Annexation No. 43 – Tax Zone No. 16

March 25, 2025

To the Honorable City Council,
City of Oakley
3231 Main Street
Oakley, CA 94561

Members of the City Council:

This constitutes the Unanimous Approval (the "Unanimous Approval") of the record owner(s) (the "Property Owner") of the fee title to the real property identified below (the "Property") contemplated by Section 53339.3 et seq. of the Mello-Roos Community Facilities Act of 1982, as amended (the "Act") to annexation of the Property to the "City of Oakley Community Facilities District No. 2015-2 (Parks, Streetlight, Landscape and Stormwater Services)" (the "CFD"), and it states as follows:

1. Property Owner. This Unanimous Approval is submitted by the Property Owner as the record owner(s) of fee title to the Property. The Property Owner has supplied to the City current evidence of its ownership of fee title to the Property.

2. Approval of Annexation. This Unanimous Approval constitutes the unanimous approval and unanimous vote by the Property Owner in favor of the annexation of the Property to the CFD. The CFD was formed to finance the municipal services (the "Services") described in Exhibit A hereto and made a part hereof.

3. Approval of Special Tax and the Services. This Unanimous Approval constitutes the unanimous approval and unanimous vote by the Property Owner in favor of the levy of special taxes (the "Special Taxes") on the Property to finance the Services. The Special Taxes will be levied according to the "Supplement to the Rate and Method of Apportionment of Special Tax – Tax Zone No. 16" attached hereto as Exhibit C and

made a part hereof (the "Rate and Method"). The cost estimate for the Services is attached hereto as Exhibit B.

4. Waivers and Vote. The Property Owner hereby confirms that this Unanimous Approval constitutes its approval and unanimous vote as described herein and as contemplated by Section 53339.3 et seq. of the Act and Article XIIIA of the California Constitution. The Property Owner hereby waives all other rights with respect to the annexation of the Property, the levy of the Special Taxes on the Property and the other matters covered in this Unanimous Approval.

5. Recordation of Amendment to Notice of Special Tax Lien. The Notice of Special Tax Lien for the CFD was recorded in the Office of the County Recorder of the County of Contra Costa, State of California on January 19, 2016, as Document No. 20160009045. The Property Owner hereby authorizes and directs the City Clerk to execute and cause to be recorded in the office of the County Recorder of the County of Contra Costa an amendment to the Notice of Special Tax Lien for the CFD as required by Section 3117.5 of the California Streets and Highways Code. The amendment to the Notice of Special Tax Lien shall include the Rate and Method as an exhibit thereto.

6. Authority Warranted. The Property Owner warrants to the City that the presentation of this Unanimous Approval, any votes, consents or waivers contained herein, and other actions mandated by the City for the annexation of the Property to the CFD shall not constitute or be construed as events of default or delinquencies under any existing or proposed financing documents entered into or to be entered into by the Property Owner for the Property, including any “due-on-encumbrance” clauses under any existing security instruments secured by the Property.

7. Due Diligence and Disclosures. The Property Owner agrees to cooperate with the City and its attorneys and consultants and to provide all information and disclosures required by the City about the Special Taxes to purchasers of the Property or any part of it.

8. Agreements. The Property Owner further agrees to execute such additional or supplemental agreements as may be required by the City to provide for any of the actions and conditions described in this Unanimous Approval, including any cash deposit required to pay for the City’s costs in annexing the Property to the CFD.

9. The Property. The Property is identified as follows:

Assessor’s Parcel No: 037-100-065-4

Acres: 4.65

By executing this Unanimous Approval, the Property Owner agrees to all of the above.

Annexation No. 43 - Tax Zone No. 16

Property Owner

By: LIVE OAK INVESTORS LLC

Name: _____

Title: _____

Notice Address: _____

_____

_____

EXHIBIT A

CITY OF OAKLEY
Community Facilities District No. 2015-2
(Parks, Streetlight, Landscape and Stormwater Services)

DESCRIPTION OF SERVICES

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

Regional Parks

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

Community Parks

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

Streetlighting

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

Neighborhood Parks & Landscaping

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

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

Stormwater

Maintenance, including servicing, repair, replacement and removal of bio-retention facilities and drainage facilities (includes field inspections, record keeping, cost of permits and regulatory fees, environmental mitigation monitoring, annual reporting, vegetation management, removal of silt, sediment, trash and debris from the drainage areas, bio-retention basins and City catch basins, etc.), both (i) in the CFD and (ii) outside the CFD but within the boundaries of the City if the City has concluded that such maintenance would benefit the CFD. Maintenance also includes cleaning and removal of graffiti, and associated electric, water and other utility costs.

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

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

2. Any amounts needed for operating reserves and capital reserves; and

3. Any amounts needed to cure actual or estimated delinquencies in special taxes for the current or previous fiscal years.

EXHIBIT B

CITY OF OAKLEY
Community Facilities District No. 2015-2
(Parks, Streetlight, Landscape and Stormwater Services)

Cost Estimate
(Fiscal Year 2024-25 Dollars)

Special Tax Component	FY 2024-25 Special Tax Requirement
Regional Park Maintenance Tax	$2,283
Community Parks Maintenance Tax	$5,041
Streetlighting Maintenance Tax	$995
Neighborhood Parks & Landscape Maintenance Tax	$3,676
Stormwater/Water Quality Maintenance Tax	$315
Total	**$12,310**

EXHIBIT C

CITY OF OAKLEY
Community Facilities District No. 2015-2
(Parks, Streetlight, Landscape and Stormwater Services)

SUPPLEMENT TO THE RATE AND METHOD OF APPORTIONMENT OF SPECIAL TAX – TAX ZONE NO. 16

Special Taxes in the City of Oakley Community Facilities District No. 2015-2 (Parks, Streetlight, Landscape and Stormwater Services) (the "CFD" or "CFD No. 2015-2") shall be levied and collected according to the tax liability determined by the Administrator through the application of the appropriate amount or rate for Taxable Property, as described below. All the property in CFD No. 2015-2, unless exempted by law or by the provisions of Section E herein, shall be taxed for the purposes, to the extent, and in the manner herein provided, including property subsequently annexed to CFD No. 2015-2, unless a separate Rate and Method of Apportionment of Special Tax is adopted for such annexation area.

Property annexed to City of Oakley Community Facilities District No. 2015-2 (Parks, Streetlight, Landscape and Stormwater Services) pursuant to Annexation No. 43 will be annexed to Tax Zone No. 16 per the Supplement to the Rate and Method of Apportionment of Special Tax shown below.

A. DEFINITIONS

The terms hereinafter set forth have the following meanings:

"Accessory Unit" means a second residential unit of reduced size (e.g., granny cottage, etc.) that shares a Parcel with a Residential Unit.

"Acre" or **"Acreage"** means the land area of an Assessor's Parcel as shown on an Assessor's Parcel Map, or if the land area is not shown on an Assessor's Parcel Map, the land area shown on the applicable Final Map or other recorded County parcel map.

"Act" means the Mello-Roos Community Facilities Act of 1982, as amended, being Chapter 2.5 (commencing with Section 53311), Division 2, of Title 5 of the Government Code of the State of California.

"Administrative Expenses" means the following actual or reasonably estimated costs directly related to the administration of CFD No. 2015-2: the costs of computing the Special Tax and preparing the annual Special Tax collection schedules (whether by the City or any designee thereof or both); the costs of collecting the Special Taxes; the costs to the City, CFD No. 2015-2, or any designee thereof of complying with

disclosure requirements associated with the Act; the costs associated with preparing Special Tax disclosure statements and responding to public inquiries, protests, or appeals regarding the Special Taxes; and the City's annual administration fees and third party expenses. Administrative Expenses shall also include amounts estimated or advanced by the City or CFD No. 2015-2 for any other administrative purposes of CFD No. 2015-2, including attorney's fees, costs associated with annexations to CFD No. 2015-2, and other costs related to commencing and pursuing to completion any foreclosure of delinquent Special Taxes.

"Administrator" means an official of the City, or any designee thereof, responsible for determining the Special Tax Requirement and providing for the levy and collection of the Special Tax.

"Assessor's Parcel" or **"Parcel"** means a lot or parcel shown on an Assessor's Parcel Map with an assigned Assessor's Parcel Number.

"Assessor's Parcel Map" means an official map of the County Assessor designating parcels by Assessor's Parcel Number.

"Assessor's Parcel Number" or **"APN"** means a unique number assigned to an Assessor's Parcel by the County Assessor for purposes of identifying a property.

"Authorized Services" means the public services authorized to be funded by CFD No. 2015-2 as set forth in the documents adopted by the Council when CFD No. 2015-2 was formed.

"Building Permit" means a building permit issued by the City and having a building structure improvement valuation over $50,000. Building Permits for the construction of ancillary structures such as fences, swimming pools, retaining walls, etc. are excluded.

"**CFD" or "CFD No. 2015-2"** means the City of Oakley Community Facilities District No. 2015-2 (Parks, Streetlight, Landscape and Stormwater Services).

"City" means the City of Oakley.

"City Landscape Maintenance Standards" means the then applicable landscape maintenance standards or then applicable level of service for then applicable landscape maintenance contracts executed by the City that are in effect and relate to similar landscaping improvements.

"City Manager" means the City Manager of the City of Oakley.

"Commercial Unit" means an individual building structure for commercial uses as defined per the County Assessor (e.g., grocery stores, shopping centers, motel, hotel, service stations, and offices).

"Condominium Parcel" means a Parcel designated by the County Assessor as having a condominium, townhome, cluster home and co-op land use.

"Council" means the City Council of the City of Oakley, acting as the legislative body for CFD No. 2015-2.

"County" means the County of Contra Costa.

"County Assessor" means the Contra Costa County Assessor.

"County Land Use Code" means the land use code assigned to an Assessor's Parcel as indicated in the records of the County Assessor.

"Developed Property" means, in any Fiscal Year, all Parcels of Taxable Property for which a Building Permit was issued by the City for construction of a residential structure or a non-residential structure on or prior to June 30 of the preceding Fiscal Year. In the absence of a Building Permit, any Parcel of Taxable Property shall be classified as "Developed Property" if it has been occupied by a user as determined by the Administrator on or prior to June 30 of the preceding Fiscal Year.

"Final Map" or "Parcel Map" means a final map approved by the City pursuant to the Subdivision Map Act (California Government Code Section 66410, *et seq.*) that creates individual lots on which a Building Permit can be issued for construction of Residential Units without further subdivision of the lots.

"Fiscal Year" means the period starting on July 1 and ending on the following June 30.

"Industrial" means an individual building structure for industrial uses as defined per the County Assessor (e.g., research and development, mini-warehouse, etc.).

"Institutional" means an individual building structure for institutional uses as defined per the County Assessor (e.g., churches, hospitals, assisted living, schools, etc.).

"Land Use Classification" means the current or intended use of a Taxable Parcel as determined by the Taxable Parcel's County Land Use Code.

"Maximum Special Tax" means, for each Special Tax Component, the maximum Special Tax, determined in accordance with Section C herein, which can be levied in any Fiscal Year.

"Mixed Use Parcel" means a Parcel designated by the County Assessor as having a multiple land uses such as residential land uses and commercial land uses, or multi-family land uses and commercial land uses.

"Multi-Family Parcel" means a Parcel designated by the County Assessor as having a multi-family residential land uses which includes duplexes, triplexes, fourplexes and apartments.

"Non-Residential Parcel" means for each Fiscal Year, all Assessor Parcels designated by the County Assessor with a County Land Use Code of Commercial, Industrial, or Institutional. If it is determined by the Administrator that the County Assessor has assigned an incorrect County Land Use Code or the assigned County Land Use Code does not correctly describe the intended or current use of the Taxable Parcel, the Administrator may assign a Land Use Classification to the Taxable Parcel described in Section C below.

"Non-Residential Parcel – In Compliance" this definition only applies for the purpose of calculating the annual neighborhood parks and landscaping maintenance tax component and means for each Fiscal Year, an Assessor Parcel designated by the County Assessor with a County Land Use Code of Commercial, Industrial, or Institutional for which the Property Owner of the Commercial, Industrial, or Institutional Parcel has notified the City in writing by the preceding February 1st that it will maintain its parcel's frontage landscaping during the immediate following fiscal year and the City Manager or his/her designee has determined that the Property Owner has maintained its Parcel's frontage landscaping in previous Fiscal Years to City Landscape Maintenance Standards. In addition, in order for any Commercial, Industrial, or Institutional Parcel within a Tax Zone of CFD No. 2015-2 to be defined as a Non-Residential Parcel – In Compliance, all Non-Residential Parcels within the Tax Zone must also be defined as Non-Residential Parcel – In Compliance.

"Non-Residential Parcel – Out of Compliance" this definition only applies for the purpose of calculating the annual neighborhood parks and landscaping maintenance tax component and means for each Fiscal Year, an Assessor Parcel designated by the County Assessor with a County Land Use Code of Commercial, Industrial, or Institutional for which the Property Owner of the Non-Residential Parcel has not notified the City in writing by the preceding February 1st that it will maintain its parcel's frontage landscaping during the immediate following fiscal year or the City Manager or his/her designee has determined that the Property Owner has not maintained its Parcel's frontage landscaping in previous Fiscal Years to City Landscape Maintenance Standards. In addition, if any Non-Residential Parcel within a Tax Zone of CFD No. 2015-2 is defined as a Non-Residential Parcel – Out of Compliance, then all Non-Residential Parcels within the Tax Zone must also be defined as Non-Residential Parcel – Out of Compliance.

"Property Owner" means the Property Owner of record per current County Assessor records unless more current information is available such as recorded deed of sale, etc.

"Proportionately" means, for Developed Property, that the ratio of the actual annual Special Tax levied in any Fiscal Year to the Maximum Special Tax authorized

to be levied in that Fiscal Year is equal for all Assessor's Parcels of Developed Property. For Undeveloped Property, "Proportionately" means that the ratio of the actual annual Special Tax levied in any Fiscal Year to the Maximum Special Tax authorized to be levied in that Fiscal Year is equal for all Assessor's Parcels of Undeveloped Property.

"Public Property" means, for each Fiscal Year: (i) any property within the boundaries of CFD No. 2015-2 that is owned by or irrevocably offered for dedication to the federal government, the State of California, the City or any other public agency; provided, however, that any property leased by a public agency to a private entity and subject to taxation under Section 53340.1 of the Act (as such section may be amended or replaced) shall be taxed and classified in accordance with its use; or (ii) any property within the boundaries of CFD No. 2015-2 that is encumbered by an unmanned utility easement making impractical its utilization for other than the purpose set forth in the easement.

"Residential Unit" means an individual building structure for residential or multi-family residential uses as defined per the County Assessor. An Accessory Unit that shares a Parcel with a Residential Unit shall not be considered a separate Residential Unit for purposes of this RMA.

"RMA" means this Rate and Method of Apportionment of Special Tax.

"Single-Family Parcel" means a Parcel designated by the County Assessor as having a single-family residential land use. If it is determined by the Administrator that the County Assessor has assigned an incorrect County Land Use Code or the assigned County Land Use Code does not correctly describe the intended or current use of the Taxable Parcel, the Administrator may assign a Land Use Classification to the Taxable Parcel described in Section C below.

"Special Tax" means any tax levied within CFD No. 2015-2 to pay the Special Tax Requirement, and includes each Special Tax Component.

"Special Tax Component" means one of the following components of the Special Tax: Community Park Maintenance Tax, Streetlighting Maintenance Tax, Neighborhood Parks and Landscape Maintenance Tax, or Stormwater Maintenance Tax.

"Special Tax Requirement" means, for each Special Tax Component, the amount of revenue needed in any Fiscal Year to pay for the following: (i) Authorized Services related to the Special Tax Component; (ii) Administrative Expenses attributable to the Special Tax Component; and (iii) amounts needed to cover any delinquencies in the payment of the Special Tax Component which occurred in the previous Fiscal Year or, based on delinquency rates in prior years, may be expected to occur in the Fiscal Year in which the Special Tax will be collected.

"Taxable Property" or "Taxable Parcels" means all Assessors' Parcels within the boundaries of CFD No. 2015-2 that are not exempt from the Special Tax pursuant to law or Section E herein.

"Tax Zone" means a mutually exclusive geographic area within which the Special Tax may be levied pursuant to this RMA. All the property within CFD No. 2015-2 at the time of CFD Formation is within Tax Zone 1. Additional Tax Zones may be created when property is annexed to CFD No. 2015-2, and a separate Maximum Special Tax shall be identified for property within the new Tax Zone at the time of such annexation. The Assessor's Parcels included within a new Tax Zone established when such Parcels are annexed to CFD No. 2015-2 shall be identified by Assessor's Parcel Number in the Unanimous Approval Form that is signed by the owner(s) of the Parcels at the time of annexation.

"Unanimous Approval Form" means that form executed by the record owner of fee title to a Parcel or Parcels annexed into CFD No. 2015-2 that constitutes the property owner's approval and unanimous vote in favor of annexing into CFD No. 2015-2, the levy of the Special Tax against his/her Parcel or Parcels pursuant to this RMA.

"Undeveloped Property" means, in any Fiscal Year, all Parcels of Taxable Property in CFD No. 2015-2 that are not classified as Developed Property.

B. DATA FOR ANNUAL TAX LEVY

Each Fiscal Year, the Administrator shall identify the current Assessor's Parcel Numbers for all Parcels of Taxable Property within CFD No. 2015-2. The Administrator shall also determine: (i) whether each Assessor's Parcel of Taxable Property is Developed Property or Undeveloped Property, and (ii) the Special Tax Requirement for each Special Tax Component for the then-current Fiscal Year. Each Special Tax Component shall be levied only to pay for the related Special Tax Requirement.

In any Fiscal Year, if it is determined that (i) a Final Map or Parcel Map for a portion of property in CFD No. 2015-2 was recorded after the last date upon which the County Assessor will incorporate the newly-created Parcels into the then current tax roll, (ii) because of the date the Final Map or Parcel Map was recorded, the County Assessor does not yet recognize the new Parcels that will be created by the Final Map or Parcel Map, and (iii) one or more of the newly-created Parcels would meet the definition of Developed Property, the Administrator shall calculate the Special Tax for the property affected by recordation of the Final Map or Parcel Map by determining the Special Tax that applies separately to each new Parcel that will be created by that Final Map or Parcel Map, then applying the sum of the individual Special Taxes to the Parcel that was subdivided by recordation of the Final Map or Parcel Map.

C. MAXIMUM SPECIAL TAXES

1. Developed Property - The Fiscal Year 2018-19 Maximum Special Tax for each Special Tax Component for all Parcels of Developed Property shall be as shown in Table 1 below:

Table 1: Developed Property

Special Tax Component	Land Use Classification	FY 2018-19 Maximum Tax
Regional Park Maintenance Tax	Single-Family Parcel	$136.40 per Parcel
Regional Park Maintenance Tax	Condominium Parcel	$102.30 per Parcel
Regional Park Maintenance Tax	Multi-Family Parcel	$68.20 per Unit
Regional Park Maintenance Tax	Non-Residential Parcel	$409.20 per Acre
Community Parks Maintenance Tax	Single-Family Parcel	$301.22 per Parcel
Community Parks Maintenance Tax	Condominium Parcel	$225.91 per Parcel
Community Parks Maintenance Tax	Multi-Family Parcel	$150.61 per Unit
Community Parks Maintenance Tax	Non-Residential Parcel	$903.65 per Acre
Street Lighting Maintenance Tax	Single-Family Parcel	$59.47 per Parcel
Street Lighting Maintenance Tax	Condominium Parcel	$44.61 per Parcel
Street Lighting Maintenance Tax	Multi-Family Parcel	$29.74 per Unit
Street Lighting Maintenance Tax	Non-Residential Parcel	$178.41 per Acre
Neighborhood Parks & Landscape Maintenance Tax	Single-Family Parcel	$659.00 per Parcel
Neighborhood Parks & Landscape Maintenance Tax	Condominium Parcel	$494.25 per Parcel
Neighborhood Parks & Landscape Maintenance Tax	Multi-Family Parcel	$329.50 per Unit
Neighborhood Parks & Landscape Maintenance Tax	Non-Residential In Compliance Parcel	$0.00 per Acre
Neighborhood Parks & Landscape Maintenance Tax	Non-Residential Out of Compliance Parcel	$659.00 per Acre
Stormwater/Water Quality Maintenance Tax	Single-Family Parcel	$56.43 per Parcel
Stormwater/Water Quality Maintenance Tax	Condominium Parcel	$56.43 per Parcel
Stormwater/Water Quality Maintenance Tax	Multi-Family Parcel	$56.43 per Unit
Stormwater/Water Quality Maintenance Tax	Non-Residential Parcel	$56.43 per Acre

Mixed Use Parcels will have their Maximum Tax calculated each Fiscal Year based upon their combined uses on the Parcel. For example, if a one-acre parcel has commercial on the ground floor and 50 condominiums on the second floor the property owner will be charged the Non-Residential Parcel rate for one acre and the Condominium Parcel Rate for the 50 condominiums.

2. Undeveloped Property - The Fiscal Year 2018-19 Maximum Special Tax for each Special Tax Component for all Parcels of Undeveloped Property shall be as shown in Table 2 below:

Table 2: Undeveloped Property

Special Tax Component	Land Use Classification	FY 2018-19 Maximum Tax
Regional Park Maintenance Tax	Single-Family Parcel	$409.20 per Acre
Regional Park Maintenance Tax	Condominium Parcel	$306.90 per Acre
Regional Park Maintenance Tax	Multi-Family Parcel	$204.60 per Acre
Regional Park Maintenance Tax	Non-Residential Parcel	$204.60 per Acre
Community Parks Maintenance Tax	Single-Family Parcel	$903.65 per Acre
Community Parks Maintenance Tax	Condominium Parcel	$677.74 per Acre
Community Parks Maintenance Tax	Multi-Family Parcel	$451.83 per Acre
Community Parks Maintenance Tax	Non-Residential Parcel	$451.83 per Acre
Street Lighting Maintenance Tax	Single-Family Parcel	$178.41 per Acre
Street Lighting Maintenance Tax	Condominium Parcel	$133.81 per Acre
Street Lighting Maintenance Tax	Multi-Family Parcel	$89.21 per Acre
Street Lighting Maintenance Tax	Non-Residential Parcel	$89.21 per Acre
Neighborhood Parks & Landscape Maintenance Tax	Single-Family Parcel	$659.00 per Acre
Neighborhood Parks & Landscape Maintenance Tax	Condominium Parcel	$659.00 per Acre
Neighborhood Parks & Landscape Maintenance Tax	Multi-Family Parcel	$659.00 per Acre
Neighborhood Parks & Landscape Maintenance Tax	Non-Residential In Compliance Parcel	$0.00 per Acre
Neighborhood Parks & Landscape Maintenance Tax	Non-Residential Out of Compliance Parcel	$659.00 per Acre
Stormwater/Water Quality Maintenance Tax	Single-Family Parcel	$56.43 per Acre
Stormwater/Water Quality Maintenance Tax	Condominium Parcel	$56.43 per Acre
Stormwater/Water Quality Maintenance Tax	Multi-Family Parcel	$56.43 per Acre
Stormwater/Water Quality Maintenance Tax	Non-Residential Parcel	$56.43 per Acre

3. Escalation of Maximum Special Tax

On July 1, 2019, and each July 1 thereafter, the Maximum Special Tax for each Special Tax Component for the current Fiscal Year for Developed Property and Undeveloped Property shall be increased from the Maximum Special Tax for the respective Special Tax Component for the previous Fiscal Year by Consumer Price Index – All Urban Consumers (San Francisco-Oakland-San Jose, CA) (from February) with a minimum annual increase of three (3.00%) percent and a maximum annual increase of five (5.00%) percent for any given year.

D. METHOD OF LEVY AND COLLECTION OF SPECIAL TAXES

Each Fiscal Year, the Administrator shall determine the Special Tax Requirement for each Special Tax Component for that Fiscal Year and levy each Special Tax Component on all Parcels of Taxable Property as follows:

Step 1: Each Special Tax Component shall be levied Proportionately on each Parcel of Developed Property up to 100% of the Maximum Special Tax for each Parcel of Developed Property for such Fiscal Year until the amount levied is equal to the Special Tax Requirement for such Special Tax Component;

Step 2: If additional revenue is needed after Step 1, each Special Tax Component shall be levied Proportionately on each Parcel of Undeveloped Property up to 100% of the Maximum Special Tax for each Parcel of Undeveloped Property for such Fiscal Year until the amount levied, when combined with the amount of the Special Tax Component levied pursuant to Step 1, is equal to the Special Tax Requirement for such Special Tax Component.

The Special Tax for CFD No. 2015-2 shall be collected at the same time and in the same manner as ordinary ad valorem property taxes provided, however, that the City may (under the authority of Government Code Section 53340) collect Special Taxes at a different time or in a different manner if necessary to meet the financial obligations of CFD No. 2015-2, and the Special Tax shall be subject to foreclosure if delinquent regardless of the manner in which it was collected.

E. EXEMPTIONS

No Special Tax shall be levied on Parcels of Public Property or any privately-owned Parcels that are non-developable, such as common areas, wetlands, and open space, parks, etc. except as otherwise provided in this RMA and in the Act.

F. INTERPRETATION OF SPECIAL TAX FORMULA

The City reserves the right to make minor administrative and technical changes to this document that does not materially affect the rate and method of apportioning Special Taxes. In addition, the interpretation and application of any section of this document shall be left to the City's discretion. Interpretations may be made by the City through a resolution of the Council for purposes of clarifying any vagueness or ambiguity in this RMA.

G. TERM OF THE SPECIAL TAX

The Special Tax shall be levied in perpetuity as necessary to pay the Special Tax Requirement.

H. REPEAL OF THE SPECIAL TAX

CFD No. 2015-2 was established to levy the Special Tax to finance the Authorized Services as a condition of the entitlement to develop the Developed Property in CFD No. 2015-2. If the levy of the Special Tax is repealed by initiative or any other action participated in by the owners of Parcels in CFD No. 2015-2, the City shall cease to levy the Special Tax and shall cease to be obligated to provide the Authorized Services for which the Special Tax was levied.

I. SEVERABILITY

The invalidity or unenforceability of any provisions of this Rate and Method of Apportionment of Special Tax shall not affect the validity or enforceability of any other provision of this Rate and Method of Apportionment of Special Tax, which shall remain in full force and effect.

RESOLUTION NO. _____

RESOLUTION APPROVING THE ANNEXATION (ANNEXATION NO. 43) OF PROPERTY LOCATED IN THE FUTURE ANNEXATION AREA OF

CITY OF OAKLEY
Community Facilities District No. 2015-2
(Parks, Streetlight, Landscape and Stormwater Services)

RESOLVED by the City Council (the "Council") of the City of Oakley (the "City"), County of Contra Costa, State of California, that:

WHEREAS, this Council has adopted a resolution entitled "Resolution of Formation of Community Facilities District" (the "Resolution of Formation"), ordering the formation of the (i) the "City of Oakley Community Facilities District No. 2015-2 (Parks, Streetlight, Landscape and Stormwater Services)" (the "CFD") and (ii) the "City of Oakley Community Facilities District No. 2015-2 (Parks, Streetlight, Landscape and Stormwater Services) (Future Annexation Area)," authorizing the levy of a special tax on property within the CFD, and preliminarily establishing an appropriations limit for the CFD, all pursuant to Chapter 2.5 of Part 1 of Division 2 of Title 5, commencing with Section 53311, of the California Government Code (the "Act").

WHEREAS, under the Resolution of Formation and a resolution calling special election heretofore adopted by this Council, the propositions of the levy of the special tax and the establishment of the appropriations limit were submitted to the qualified electors of the CFD as required by the Act.

WHEREAS, on January 12, 2016, a special election was held among the landowner voters within the CFD, wherein such propositions were approved by the two-thirds vote required by the Act, as confirmed by resolution of this Council.

WHEREAS, on January 19, 2016, a notice of special tax lien (the "Notice of Special Tax Lien") was recorded with the Contra Costa County Recorder's office, thereby giving notice that the lien to secure payment of the Special Tax was imposed on the land in the CFD.

WHEREAS, the owner (the "Property Owner") of Assessor's Parcel Number 037-100-065-4 located within the Future Annexation Area (the "Property") has agreed to mitigate certain impacts of the proposed development of the Property by paying for certain services financed by the CFD.

WHEREAS, pursuant to the Act, the Property Owner has executed a Unanimous Approval constituting a unanimous approval and unanimous vote by the Property Owner in favor of the annexation of the Property to the CFD and the levy of the Special Tax.

NOW, THEREFORE, BE IT RESOLVED AND ORDERED, as follows:

1. Recitals. The foregoing recitals are all true and correct.

2. Approval of Annexation. The City Council hereby determines that Assessor's Parcel Number 037-100-065-4 is annexed into Tax Zone No. 16 of the CFD.

3. Amendment to Notice of Special Tax Lien. The City Council hereby directs the Clerk of the City Council to record an Amendment to Notice of Special Tax Lien, evidencing that Assessor's Parcel Number 037-100-065-4 is added to the CFD.

4. Boundaries Described. The revised boundaries of the CFD including Assessor's Parcel Number 037-100-065-4 are described in an amended boundary map, which this City Council hereby directs the City Clerk to record with the Contra Costa County Recorder's office.

5. General Authority; Ratification of Previous Actions. The officers of the City are hereby authorized and directed, jointly and severally, to do any and all things and to execute and deliver any and all documents which they may deem necessary or advisable in order to consummate the transactions described herein or to otherwise effectuate the purposes of this resolution. Any actions previously taken by such officers that are consistent with the purposes of this resolution are hereby ratified and confirmed.

6. Effective Date. This Resolution shall take effect upon its adoption.

PASSED AND ADOPTED by the City Council of the City of Oakley at a meeting held on March 25, 2025, by the following vote:

AYES:
NOES:
ABSENT:
ABSTENTIONS:

APPROVED:

_____
Shannon Shaw, Mayor

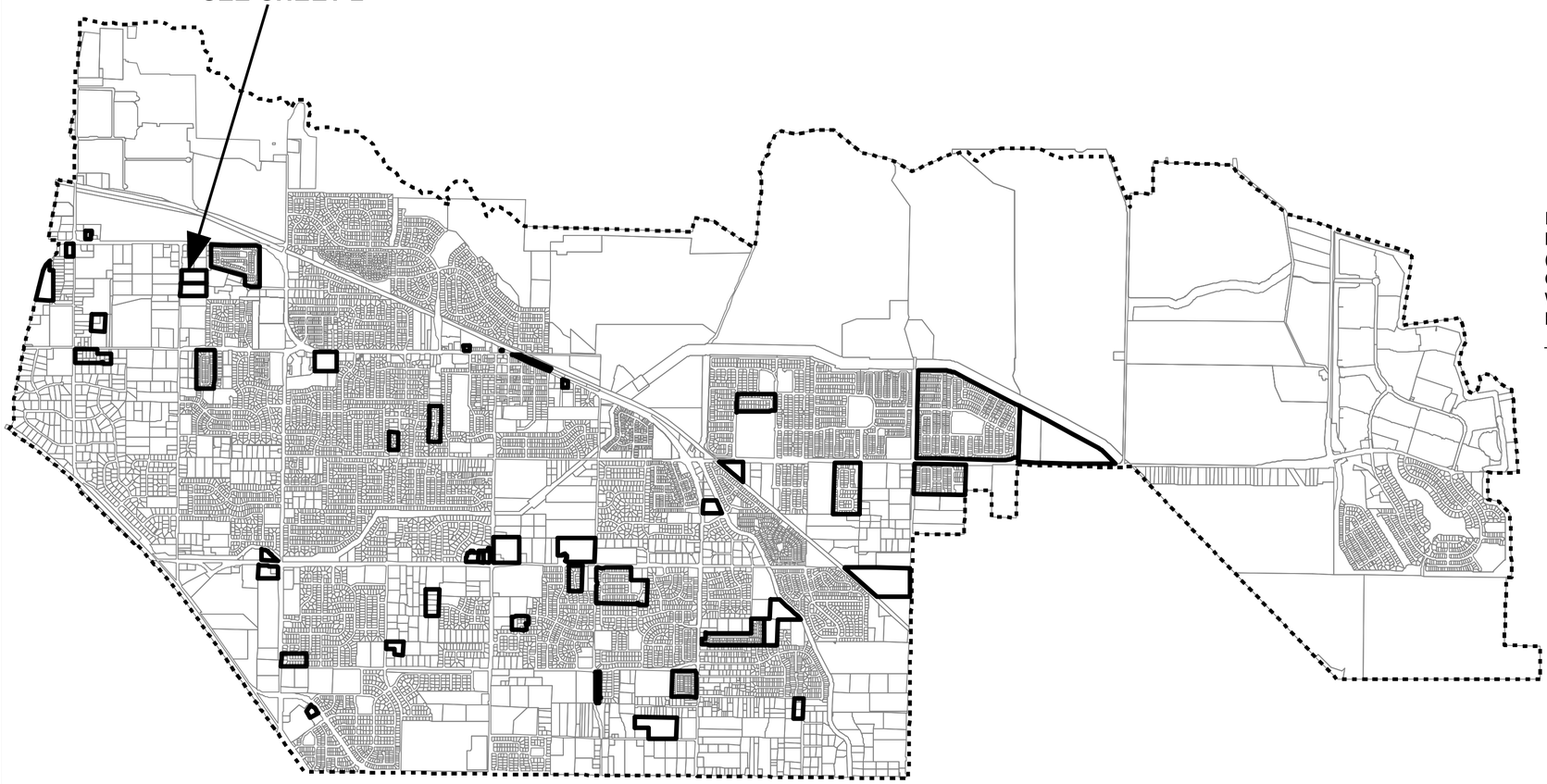
ATTEST:

_____ _____
Kim Snodgrass, City Clerk Date

ANNEXATION MAP NO. 43 TO
CITY OF OAKLEY COMMUNITY FACILITIES DISTRICT NO. 2015-2
(PARKS, STREETLIGHTS, LANDSCAPE MAINTENANCE AND STORMWATER)

CITY OF OAKLEY
CONTRA COSTA COUNTY, STATE OF CALIFORNIA

ANNEXATION NO. 43 - TAX ZONE NO. 16
SEE SHEET 2



Legend

- CFD No. 2015-2 Boundary
- Oakley City Limits/CFD No. 2015-2 Future Annexation Area
- Parcel Lines

N

0 2,500 5,000
Feet

FILED IN THE OFFICE OF THE CITY CLERK OF THE CITY OF OAKLEY THIS _____ DAY OF _____, 2025.

_____
KIM SNODGRASS, CITY CLERK
CITY OF OAKLEY
CONTRA COSTA COUNTY
STATE OF CALIFORNIA

I HEREBY CERTIFY THAT THE WITHIN MAP SHOWING ANNEXATION NO. 43 TO CITY OF OAKLEY COMMUNITY FACILITIES DISTRICT NO. 2015-2 (PARKS, STREETLIGHTS, LANDSCAPE MAINTENANCE AND STORMWATER), CITY OF OAKLEY, CONTRA COSTA COUNTY, STATE OF CALIFORNIA, WAS APPROVED BY THE CITY COUNCIL OF THE CITY OF OAKLEY, AT A REGULAR MEETING THEREOF, HELD ON THE _____ DAY OF _____, 2025, BY ITS RESOLUTION NO. _____.

_____
KIM SNODGRASS, CITY CLERK
CITY OF OAKLEY
CONTRA COSTA COUNTY
STATE OF CALIFORNIA

FILED THIS _____ DAY OF _____, 2025, AT THE HOUR OF _____ __.M IN BOOK _____ OF MAPS OF ASSESSMENT AND COMMUNITY FACILITIES DISTRICTS AT PAGE _____, DOCUMENT NO. _____ IN THE OFFICE OF THE COUNTY RECORDER IN CONTRA COSTA COUNTY, STATE OF CALIFORNIA.

_____
COUNTY RECORDER
CONTRA COSTA COUNTY
STATE OF CALIFORNIA

NOTE: THIS ANNEXATION MAP ANNEXES TERRITORY TO CITY OF OAKLEY COMMUNITY FACILITIES DISTRICT NO. 2015-2 (PARKS, STREETLIGHTS, LANDSCAPE MAINTENANCE AND STORMWATER), CITY OF OAKLEY, CONTRA COSTA COUNTY, STATE OF CALIFORNIA, FILED IN THE OFFICE OF THE COUNTY RECORDER OF CONTRA COSTA COUNTY, STATE OF CALIFORNIA, ON THE 9TH DAY OF NOVEMBER, 2015 IN BOOK 85 OF MAPS OF ASSESSMENT AND COMMUNITY FACILITIES DISTRICT AT PAGE 20.

ASSESSOR PARCELS WITHIN BOUNDARY: FOR PARTICULARS OF LINES AND DIMENSIONS OF PARCELS, REFERENCE IS MADE TO ASSESSOR'S PARCEL NO. 037-100-065-4.

ANNEXATION MAP NO. 43 TO
CITY OF OAKLEY COMMUNITY FACILITIES DISTRICT NO. 2015-2
(PARKS, STREETLIGHTS, LANDSCAPE MAINTENANCE AND STORMWATER)

CITY OF OAKLEY
CONTRA COSTA COUNTY, STATE OF CALIFORNIA

Annexation No. 43 - Tax Zone No. 16
(Live Oak Industrial Park)



RECORDING REQUESTED BY AND
AFTER RECORDATION RETURN TO:

City Clerk
City of Oakley
City Hall
3231 Main Street
Oakley, California 94561

AMENDMENT NO. 43 TO NOTICE OF SPECIAL TAX LIEN

CITY OF OAKLEY
Community Facilities District No. 2015-2
(Parks, Streetlight, Landscape and Stormwater Services)

Annexation No. 43 - Tax Zone No. 16 (Live Oak Industrial Park)

Pursuant to the requirements of Section 3117.5 of the Streets and Highways Code of California and the Mello-Roos Community Facilities Act of 1982, as amended, section 53311, et seq., of the California Government Code (the "Act"), the undersigned City Clerk of the City of Oakley (the "City"), County of Contra Costa, State of California, hereby gives notice that a lien to secure payment of a special tax, which the City is authorized to levy, is hereby imposed on the property described herein. The special tax secured by this lien is authorized to be levied for the purpose of paying for certain municipal services set forth in that certain Notice of Special Tax Lien heretofore recorded in the Office of the County Recorder of the County of Contra Costa, State of California on January 19, 2016, as Document No. 20160009045, to which reference is hereby made and the provisions of which are hereby incorporated by this reference.

This Amendment No. 43 to Notice of Special Tax Lien amends the Notice of Special Tax Lien to add to the territory of the City of Oakley Community Facilities District No. 2015-2 (Parks, Streetlight, Landscape and Stormwater Services) (the "CFD"). The territory included in the existing CFD is set forth in the map of the CFD heretofore recorded as Document No. 15-234174 in the Office of the County Recorder of the County of Contra Costa, State of California on November 9, 2015, in Book 85 at Page 20 of Maps of Assessment and Community Facilities Districts, to which reference is hereby made. The territory to be added is set forth in that certain "Annexation Map No. 43 to Community Facilities District No. 2015-2 (Parks, Streetlight, Landscape and Stormwater Services), County of Contra Costa, State of California," heretofore recorded at _____ on _____, 2025, in Book _____ at Page _____ of Maps of Assessment and Community Facilities Districts in the office of the County Recorder of the County of Contra Costa, State of California.

The rate, method of apportionment, and manner of collection of the authorized special tax, as supplemented with respect to the annexation of the territory described herein to the CFD, is set forth in Exhibit B hereto and hereby made a part hereof. The lien of the special tax is a continuing lien which shall secure the annual levy of the special tax and which shall continue in force and effect until the special tax obligation is permanently satisfied and canceled

in accordance with law or until the special tax ceases to be levied and a notice of cessation of special tax is recorded in accordance with Government Code Section 53330.5.

Notice is further given that upon the recording of this notice in the office of the county recorder, the obligation to pay the special tax levy shall become a lien upon all nonexempt real property within the territory to be added to the CFD in accordance with Section 3115.5 of the Streets and Highways Code.

The assessor's tax parcel(s) numbers of all parcels or any portion thereof which are included in this Amendment No. 43 to Notice of Special Tax Lien, together with the name(s) of the owner(s) thereof, as they appear on the latest secured assessment roll as of the date of recording hereof or as are otherwise known to the City are as set forth in Exhibit A hereto and hereby made a part hereof.

For further information concerning the current and estimated future tax liability of owners or purchasers of real property subject to this special tax lien, interested persons should contact the Finance Director of the City of Oakley, City Hall, 3231 Main Street, Oakley, California 94561, telephone number (925) 625-7000.

Dated: As of _____, 2025

By: _____
Kim Snodgrass, City Clerk,
City of Oakley

EXHIBIT A

CITY OF OAKLEY
Community Facilities District No. 2015-2
(Parks, Streetlight, Landscape and Stormwater Services)

Annexation No. 43 – Tax Zone No. 16

PARCEL DESCRIPTION AND OWNER OF LAND WITHIN ANNEXATION NO. 43 – TAX ZONE NO. 16

Assessor's Parcel No.	Name(s) of Property Owner(s)
037-100-065-4	LIVE OAK INVESTORS LLC

EXHIBIT B

CITY OF OAKLEY
Community Facilities District No. 2015-2
(Parks, Streetlight, Landscape and Stormwater Services)

SUPPLEMENT TO THE RATE AND METHOD OF APPORTIONMENT OF SPECIAL TAX – TAX ZONE NO. 16

Special Taxes in the City of Oakley Community Facilities District No. 2015-2 (Parks, Streetlight, Landscape and Stormwater Services) (the "CFD" or "CFD No. 2015-2") shall be levied and collected according to the tax liability determined by the Administrator through the application of the appropriate amount or rate for Taxable Property, as described below. All the property in CFD No. 2015-2, unless exempted by law or by the provisions of Section E herein, shall be taxed for the purposes, to the extent, and in the manner herein provided, including property subsequently annexed to CFD No. 2015-2, unless a separate Rate and Method of Apportionment of Special Tax is adopted for such annexation area.

Property annexed to City of Oakley Community Facilities District No. 2015-2 (Parks, Streetlight, Landscape and Stormwater Services) pursuant to Annexation No. 43 will be annexed to Tax Zone No. 16 per the Supplement to the Rate and Method of Apportionment of Special Tax shown below.

A. DEFINITIONS

The terms hereinafter set forth have the following meanings:

"Accessory Unit" means a second residential unit of reduced size (e.g., granny cottage, etc.) that shares a Parcel with a Residential Unit.

"Acre" or **"Acreage"** means the land area of an Assessor's Parcel as shown on an Assessor's Parcel Map, or if the land area is not shown on an Assessor's Parcel Map, the land area shown on the applicable Final Map or other recorded County parcel map.

"Act" means the Mello-Roos Community Facilities Act of 1982, as amended, being Chapter 2.5 (commencing with Section 53311), Division 2, of Title 5 of the Government Code of the State of California.

"Administrative Expenses" means the following actual or reasonably estimated costs directly related to the administration of CFD No. 2015-2: the costs of computing the Special Tax and preparing the annual Special Tax collection schedules (whether by the City or any designee thereof or both); the costs of collecting

the Special Taxes; the costs to the City, CFD No. 2015-2, or any designee thereof of complying with disclosure requirements associated with the Act; the costs associated with preparing Special Tax disclosure statements and responding to public inquiries, protests, or appeals regarding the Special Taxes; and the City's annual administration fees and third party expenses. Administrative Expenses shall also include amounts estimated or advanced by the City or CFD No. 2015-2 for any other administrative purposes of CFD No. 2015-2, including attorney's fees, costs associated with annexations to CFD No. 2015-2, and other costs related to commencing and pursuing to completion any foreclosure of delinquent Special Taxes.

"Administrator" means an official of the City, or any designee thereof, responsible for determining the Special Tax Requirement and providing for the levy and collection of the Special Tax.

"Assessor's Parcel" or **"Parcel"** means a lot or parcel shown on an Assessor's Parcel Map with an assigned Assessor's Parcel Number.

"Assessor's Parcel Map" means an official map of the County Assessor designating parcels by Assessor's Parcel Number.

"Assessor's Parcel Number" or **"APN"** means a unique number assigned to an Assessor's Parcel by the County Assessor for purposes of identifying a property.

"Authorized Services" means the public services authorized to be funded by CFD No. 2015-2 as set forth in the documents adopted by the Council when CFD No. 2015-2 was formed.

"Building Permit" means a building permit issued by the City and having a building structure improvement valuation over $50,000. Building Permits for the construction of ancillary structures such as fences, swimming pools, retaining walls, etc. are excluded.

"**CFD" or "CFD No. 2015-2"** means the City of Oakley Community Facilities District No. 2015-2 (Parks, Streetlight, Landscape and Stormwater Services).

"City" means the City of Oakley.

"City Landscape Maintenance Standards" means the then applicable landscape maintenance standards or then applicable level of service for then applicable landscape maintenance contracts executed by the City that are in effect and relate to similar landscaping improvements.

"City Manager" means the City Manager of the City of Oakley.

"Commercial Unit" means an individual building structure for commercial uses as defined per the County Assessor (e.g., grocery stores, shopping centers, motel, hotel, service stations, and offices).

"Condominium Parcel" means a Parcel designated by the County Assessor as having a condominium, townhome, cluster home and co-op land use.

"Council" means the City Council of the City of Oakley, acting as the legislative body for CFD No. 2015-2.

"County" means the County of Contra Costa.

"County Assessor" means the Contra Costa County Assessor.

"County Land Use Code" means the land use code assigned to an Assessor's Parcel as indicated in the records of the County Assessor.

"Developed Property" means, in any Fiscal Year, all Parcels of Taxable Property for which a Building Permit was issued by the City for construction of a residential structure or a non-residential structure on or prior to June 30 of the preceding Fiscal Year. In the absence of a Building Permit, any Parcel of Taxable Property shall be classified as "Developed Property" if it has been occupied by a user as determined by the Administrator on or prior to June 30 of the preceding Fiscal Year.

"Final Map" or "Parcel Map" means a final map approved by the City pursuant to the Subdivision Map Act (California Government Code Section 66410, *et seq.*) that creates individual lots on which a Building Permit can be issued for construction of Residential Units without further subdivision of the lots.

"Fiscal Year" means the period starting on July 1 and ending on the following June 30.

"Industrial" means an individual building structure for industrial uses as defined per the County Assessor (e.g., research and development, mini-warehouse, etc.).

"Institutional" means an individual building structure for institutional uses as defined per the County Assessor (e.g., churches, hospitals, assisted living, schools, etc.).

"Land Use Classification" means the current or intended use of a Taxable Parcel as determined by the Taxable Parcel's County Land Use Code.

"Maximum Special Tax" means, for each Special Tax Component, the maximum Special Tax, determined in accordance with Section C herein, which can be levied in any Fiscal Year.

"Mixed Use Parcel" means a Parcel designated by the County Assessor as having a multiple land uses such as residential land uses and commercial land uses, or multi-family land uses and commercial land uses.

"Multi-Family Parcel" means a Parcel designated by the County Assessor as having a multi-family residential land uses which includes duplexes, triplexes, fourplexes and apartments.

"Non-Residential Parcel" means for each Fiscal Year, all Assessor Parcels designated by the County Assessor with a County Land Use Code of Commercial, Industrial, or Institutional. If it is determined by the Administrator that the County Assessor has assigned an incorrect County Land Use Code or the assigned County Land Use Code does not correctly describe the intended or current use of the Taxable Parcel, the Administrator may assign a Land Use Classification to the Taxable Parcel described in Section C below.

"Non-Residential Parcel – In Compliance" this definition only applies for the purpose of calculating the annual neighborhood parks and landscaping maintenance tax component and means for each Fiscal Year, an Assessor Parcel designated by the County Assessor with a County Land Use Code of Commercial, Industrial, or Institutional for which the Property Owner of the Commercial, Industrial, or Institutional Parcel has notified the City in writing by the preceding February 1st that it will maintain its parcel's frontage landscaping during the immediate following fiscal year and the City Manager or his/her designee has determined that the Property Owner has maintained its Parcel's frontage landscaping in previous Fiscal Years to City Landscape Maintenance Standards. In addition, in order for any Commercial, Industrial, or Institutional Parcel within a Tax Zone of CFD No. 2015-2 to be defined as a Non-Residential Parcel – In Compliance, all Non-Residential Parcels within the Tax Zone must also be defined as Non-Residential Parcel – In Compliance.

"Non-Residential Parcel – Out of Compliance" this definition only applies for the purpose of calculating the annual neighborhood parks and landscaping maintenance tax component and means for each Fiscal Year, an Assessor Parcel designated by the County Assessor with a County Land Use Code of Commercial, Industrial, or Institutional for which the Property Owner of the Non-Residential Parcel has not notified the City in writing by the preceding February 1st that it will maintain its parcel's frontage landscaping during the immediate following fiscal year or the City Manager or his/her designee has determined that the Property Owner has not maintained its Parcel's frontage landscaping in previous Fiscal Years to City Landscape Maintenance Standards. In addition, if any Non-Residential Parcel within a Tax Zone of CFD No. 2015-2 is defined as a Non-Residential Parcel – Out of Compliance, then all Non-Residential Parcels within the Tax Zone must also be defined as Non-Residential Parcel – Out of Compliance.

"Property Owner" means the Property Owner of record per current County Assessor records unless more current information is available such as recorded deed of sale, etc.

"Proportionately" means, for Developed Property, that the ratio of the actual annual Special Tax levied in any Fiscal Year to the Maximum Special Tax authorized to be levied in that Fiscal Year is equal for all Assessor's Parcels of Developed Property. For Undeveloped Property, "Proportionately" means that the ratio of the actual annual Special Tax levied in any Fiscal Year to the Maximum Special Tax authorized to be levied in that Fiscal Year is equal for all Assessor's Parcels of Undeveloped Property.

"Public Property" means, for each Fiscal Year: (i) any property within the boundaries of CFD No. 2015-2 that is owned by or irrevocably offered for dedication to the federal government, the State of California, the City or any other public agency; provided, however, that any property leased by a public agency to a private entity and subject to taxation under Section 53340.1 of the Act (as such section may be amended or replaced) shall be taxed and classified in accordance with its use; or (ii) any property within the boundaries of CFD No. 2015-2 that is encumbered by an unmanned utility easement making impractical its utilization for other than the purpose set forth in the easement.

"Residential Unit" means an individual building structure for residential or multi-family residential uses as defined per the County Assessor. An Accessory Unit that shares a Parcel with a Residential Unit shall not be considered a separate Residential Unit for purposes of this RMA.

"RMA" means this Rate and Method of Apportionment of Special Tax.

"Single-Family Parcel" means a Parcel designated by the County Assessor as having a single-family residential land use. If it is determined by the Administrator that the County Assessor has assigned an incorrect County Land Use Code or the assigned County Land Use Code does not correctly describe the intended or current use of the Taxable Parcel, the Administrator may assign a Land Use Classification to the Taxable Parcel described in Section C below.

"Special Tax" means any tax levied within CFD No. 2015-2 to pay the Special Tax Requirement, and includes each Special Tax Component.

"Special Tax Component" means one of the following components of the Special Tax: Community Park Maintenance Tax, Streetlighting Maintenance Tax, Neighborhood Parks and Landscape Maintenance Tax, or Stormwater Maintenance Tax.

"Special Tax Requirement" means, for each Special Tax Component, the amount of revenue needed in any Fiscal Year to pay for the following: (i) Authorized

Services related to the Special Tax Component; (ii) Administrative Expenses attributable to the Special Tax Component; and (iii) amounts needed to cover any delinquencies in the payment of the Special Tax Component which occurred in the previous Fiscal Year or, based on delinquency rates in prior years, may be expected to occur in the Fiscal Year in which the Special Tax will be collected.

"Taxable Property" or "Taxable Parcels" means all Assessors' Parcels within the boundaries of CFD No. 2015-2 that are not exempt from the Special Tax pursuant to law or Section E herein.

"Tax Zone" means a mutually exclusive geographic area within which the Special Tax may be levied pursuant to this RMA. All the property within CFD No. 2015-2 at the time of CFD Formation is within Tax Zone 1. Additional Tax Zones may be created when property is annexed to CFD No. 2015-2, and a separate Maximum Special Tax shall be identified for property within the new Tax Zone at the time of such annexation. The Assessor's Parcels included within a new Tax Zone established when such Parcels are annexed to CFD No. 2015-2 shall be identified by Assessor's Parcel Number in the Unanimous Approval Form that is signed by the owner(s) of the Parcels at the time of annexation.

"Unanimous Approval Form" means that form executed by the record owner of fee title to a Parcel or Parcels annexed into CFD No. 2015-2 that constitutes the property owner's approval and unanimous vote in favor of annexing into CFD No. 2015-2, the levy of the Special Tax against his/her Parcel or Parcels pursuant to this RMA.

"Undeveloped Property" means, in any Fiscal Year, all Parcels of Taxable Property in CFD No. 2015-2 that are not classified as Developed Property.

B. DATA FOR ANNUAL TAX LEVY

Each Fiscal Year, the Administrator shall identify the current Assessor's Parcel Numbers for all Parcels of Taxable Property within CFD No. 2015-2. The Administrator shall also determine: (i) whether each Assessor's Parcel of Taxable Property is Developed Property or Undeveloped Property, and (ii) the Special Tax Requirement for each Special Tax Component for the then-current Fiscal Year. Each Special Tax Component shall be levied only to pay for the related Special Tax Requirement.

In any Fiscal Year, if it is determined that (i) a Final Map or Parcel Map for a portion of property in CFD No. 2015-2 was recorded after the last date upon which the County Assessor will incorporate the newly-created Parcels into the then current tax roll, (ii) because of the date the Final Map or Parcel Map was recorded, the County Assessor does not yet recognize the new Parcels that will be created by the Final Map or Parcel Map, and (iii) one or more of the newly-created Parcels would meet the definition of Developed Property, the Administrator shall calculate the Special Tax for

the property affected by recordation of the Final Map or Parcel Map by determining the Special Tax that applies separately to each new Parcel that will be created by that Final Map or Parcel Map, then applying the sum of the individual Special Taxes to the Parcel that was subdivided by recordation of the Final Map or Parcel Map.

C. MAXIMUM SPECIAL TAXES

1. Developed Property - The Fiscal Year 2018-19 Maximum Special Tax for each Special Tax Component for all Parcels of Developed Property shall be as shown in Table 1 below:

Table 1: Developed Property

Special Tax Component	Land Use Classification	FY 2018-19 Maximum Tax
Regional Park Maintenance Tax	Single-Family Parcel	$136.40 per Parcel
Regional Park Maintenance Tax	Condominium Parcel	$102.30 per Parcel
Regional Park Maintenance Tax	Multi-Family Parcel	$68.20 per Unit
Regional Park Maintenance Tax	Non-Residential Parcel	$409.20 per Acre
Community Parks Maintenance Tax	Single-Family Parcel	$301.22 per Parcel
Community Parks Maintenance Tax	Condominium Parcel	$225.91 per Parcel
Community Parks Maintenance Tax	Multi-Family Parcel	$150.61 per Unit
Community Parks Maintenance Tax	Non-Residential Parcel	$903.65 per Acre
Street Lighting Maintenance Tax	Single-Family Parcel	$59.47 per Parcel
Street Lighting Maintenance Tax	Condominium Parcel	$44.61 per Parcel
Street Lighting Maintenance Tax	Multi-Family Parcel	$29.74 per Unit
Street Lighting Maintenance Tax	Non-Residential Parcel	$178.41 per Acre
Neighborhood Parks & Landscape Maintenance Tax	Single-Family Parcel	$659.00 per Parcel
Neighborhood Parks & Landscape Maintenance Tax	Condominium Parcel	$494.25 per Parcel
Neighborhood Parks & Landscape Maintenance Tax	Multi-Family Parcel	$329.50 per Unit
Neighborhood Parks & Landscape Maintenance Tax	Non-Residential In Compliance Parcel	$0.00 per Acre
Neighborhood Parks & Landscape Maintenance Tax	Non-Residential Out of Compliance Parcel	$659.00 per Acre
Stormwater/Water Quality Maintenance Tax	Single-Family Parcel	$56.43 per Parcel
Stormwater/Water Quality Maintenance Tax	Condominium Parcel	$56.43 per Parcel
Stormwater/Water Quality Maintenance Tax	Multi-Family Parcel	$56.43 per Unit
Stormwater/Water Quality Maintenance Tax	Non-Residential Parcel	$56.43 per Acre

Mixed Use Parcels will have their Maximum Tax calculated each Fiscal Year based upon their combined uses on the Parcel. For example, if a one-acre parcel has commercial on the ground floor and 50 condominiums on the second floor the property owner will be charged the Non-Residential Parcel rate for one acre and the Condominium Parcel Rate for the 50 condominiums.

2. Undeveloped Property - The Fiscal Year 2018-19 Maximum Special Tax for each Special Tax Component for all Parcels of Undeveloped Property shall be as shown in Table 2 below:

Table 2: Undeveloped Property

Special Tax Component	Land Use Classification	FY 2018-19 Maximum Tax
Regional Park Maintenance Tax	Single-Family Parcel	$409.20 per Acre
Regional Park Maintenance Tax	Condominium Parcel	$306.90 per Acre
Regional Park Maintenance Tax	Multi-Family Parcel	$204.60 per Acre
Regional Park Maintenance Tax	Non-Residential Parcel	$204.60 per Acre
Community Parks Maintenance Tax	Single-Family Parcel	$903.65 per Acre
Community Parks Maintenance Tax	Condominium Parcel	$677.74 per Acre
Community Parks Maintenance Tax	Multi-Family Parcel	$451.83 per Acre
Community Parks Maintenance Tax	Non-Residential Parcel	$451.83 per Acre
Street Lighting Maintenance Tax	Single-Family Parcel	$178.41 per Acre
Street Lighting Maintenance Tax	Condominium Parcel	$133.81 per Acre
Street Lighting Maintenance Tax	Multi-Family Parcel	$89.21 per Acre
Street Lighting Maintenance Tax	Non-Residential Parcel	$89.21 per Acre
Neighborhood Parks & Landscape Maintenance Tax	Single-Family Parcel	$659.00 per Acre
Neighborhood Parks & Landscape Maintenance Tax	Condominium Parcel	$659.00 per Acre
Neighborhood Parks & Landscape Maintenance Tax	Multi-Family Parcel	$659.00 per Acre
Neighborhood Parks & Landscape Maintenance Tax	Non-Residential In Compliance Parcel	$0.00 per Acre
Neighborhood Parks & Landscape Maintenance Tax	Non-Residential Out of Compliance Parcel	$659.00 per Acre
Stormwater/Water Quality Maintenance Tax	Single-Family Parcel	$56.43 per Acre
Stormwater/Water Quality Maintenance Tax	Condominium Parcel	$56.43 per Acre
Stormwater/Water Quality Maintenance Tax	Multi-Family Parcel	$56.43 per Acre
Stormwater/Water Quality Maintenance Tax	Non-Residential Parcel	$56.43 per Acre

3. Escalation of Maximum Special Tax

On July 1, 2019, and each July 1 thereafter, the Maximum Special Tax for each Special Tax Component for the current Fiscal Year for Developed Property and Undeveloped Property shall be increased from the Maximum Special Tax for the respective Special Tax Component for the previous Fiscal Year by Consumer Price Index – All Urban Consumers (San Francisco-Oakland-San Jose, CA) (from February) with a minimum annual increase of three (3.00%) percent and a maximum annual increase of five (5.00%) percent for any given year.

D. METHOD OF LEVY AND COLLECTION OF SPECIAL TAXES

Each Fiscal Year, the Administrator shall determine the Special Tax Requirement for each Special Tax Component for that Fiscal Year and levy each Special Tax Component on all Parcels of Taxable Property as follows:

Step 1: Each Special Tax Component shall be levied Proportionately on each Parcel of Developed Property up to 100% of the Maximum Special Tax for each Parcel of Developed Property for such Fiscal Year until the amount levied is equal to the Special Tax Requirement for such Special Tax Component;

Step 2: If additional revenue is needed after Step 1, each Special Tax Component shall be levied Proportionately on each Parcel of Undeveloped Property up to 100% of the Maximum Special Tax for each Parcel of Undeveloped Property for such Fiscal Year until the amount levied, when combined with the amount of the Special Tax Component levied pursuant to Step 1, is equal to the Special Tax Requirement for such Special Tax Component.

The Special Tax for CFD No. 2015-2 shall be collected at the same time and in the same manner as ordinary ad valorem property taxes provided, however, that the City may (under the authority of Government Code Section 53340) collect Special Taxes at a different time or in a different manner if necessary to meet the financial obligations of CFD No. 2015-2, and the Special Tax shall be subject to foreclosure if delinquent regardless of the manner in which it was collected.

E. EXEMPTIONS

No Special Tax shall be levied on Parcels of Public Property or any privately-owned Parcels that are non-developable, such as common areas, wetlands, and open space, parks, etc. except as otherwise provided in this RMA and in the Act.

F. INTERPRETATION OF SPECIAL TAX FORMULA

The City reserves the right to make minor administrative and technical changes to this document that does not materially affect the rate and method of apportioning Special Taxes. In addition, the interpretation and application of any section of this document shall be left to the City's discretion. Interpretations may be made by the City through a resolution of the Council for purposes of clarifying any vagueness or ambiguity in this RMA.

G. TERM OF THE SPECIAL TAX

The Special Tax shall be levied in perpetuity as necessary to pay the Special Tax Requirement.

H. REPEAL OF THE SPECIAL TAX

CFD No. 2015-2 was established to levy the Special Tax to finance the Authorized Services as a condition of the entitlement to develop the Developed Property in CFD No. 2015-2. If the levy of the Special Tax is repealed by initiative or any other action participated in by the owners of Parcels in CFD No. 2015-2, the City shall cease to levy the Special Tax and shall cease to be obligated to provide the Authorized Services for which the Special Tax was levied.

I. SEVERABILITY

The invalidity or unenforceability of any provisions of this Rate and Method of Apportionment of Special Tax shall not affect the validity or enforceability of any other provision of this Rate and Method of Apportionment of Special Tax, which shall remain in full force and effect.

DATE: March 25, 2025

TO: Joshua McMurray, City Manager

FROM: Evan Gorman, Associate Planner

Approved and Forwarded to the City Council

SUBJECT: **Adoption of the Housing Element and SB 341 Annual Progress Reports (Report year 2024)**

Summary

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

Background and Analysis

The Housing Element Annual Progress Report for reporting year 2024 is included as Attachment 1 to this Staff Report. It includes information from that reporting year, such as new residential entitlements, issued building permits, and final inspections. It also includes numbers of deed restricted and non-deed restricted affordable units, and progress on implementation of Housing Element programs in the General Plan.

Consistency with the Oakley Strategic Plan 27+

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

Fiscal Impact

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

Staff Recommendation

Staff recommends that the City Council adopt the resolution approving the Housing Element Annual Progress Report including the SB 341 Report as an attachment (Reporting Year 2024).

Attachments

1. Housing Element Annual Progress Report with SB 341 Report as an Attachment (Reporting Year 2024)
2. Proposed Resolution

Please Start Here

General Information	
Jurisidiction Name	Oakley
Reporting Calendar Year	2024
Contact Information	
First Name	Evan
Last Name	Gorman
Title	Associate Planner
Email	Gorman@ci.oakley.ca.us
Phone	9256257160
Mailing Address	
Street Address	3231 Main Street
City	Oakley
Zipcode	94561

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

Click here to download APR Instructions

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

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Jurisdiction	Oakley	
Reporting Year	2024	(Jan. 1 - Dec. 31)
Housing Element Planning Period	6th Cycle	01/31/2023 - 01/31/2031

Building Permits Issued by Affordability Summary		
Income Level		**Current Year**
Very Low	Deed Restricted	0
	Non-Deed Restricted	0
Low	Deed Restricted	0
	Non-Deed Restricted	0
Moderate	Deed Restricted	4
	Non-Deed Restricted	9
Above Moderate		109
Total Units		**122**

Note: Units serving extremely low-income households are included in the very low-income

Units by Structure Type	Entitled	Permitted	Completed
Single-family Attached	0	0	0
Single-family Detached	174	113	98
2 to 4 units per structure	0	0	0
5+ units per structure	8	0	170
Accessory Dwelling Unit	8	9	6
Mobile/Manufactured Home	0	0	0
Total	**190**	**122**	**274**

Infill Housing Developments and Infill Units Permitted	# of Projects	Units
Indicated as Infill	117	117
Not Indicated as Infill	5	5

Housing Applications Summary	
Total Housing Applications Submitted:	20
Number of Proposed Units in All Applications Received:	17
Total Housing Units Approved:	11
Total Housing Units Disapproved:	0

Use of SB 423 Streamlining Provisions - Applications	
Number of SB 423 Streamlining Applications	0
Number of SB 423 Streamlining Applications Approved	0

Units Constructed - SB 423 Streamlining Permits			
Income	**Rental**	**Ownership**	**Total**
Very Low	0	0	0
Low	0	0	0
Moderate	0	0	0
Above Moderate	0	0	0
Total	**0**	**0**	**0**

Streamlining Provisions Used - Permitted Units	# of Projects	Units
SB 9 (2021) - Duplex in SF Zone	0	0
SB 9 (2021) - Residential Lot Split	0	0
AB 2011 (2022)	0	0
SB 6 (2022)	0	0
SB 423 (2023)	0	0

Ministerial and Discretionary Applications	# of	Units
Ministerial	19	15
Discretionary	1	2

Density Bonus Applications and Units Permitted	
Number of Applications Submitted Requesting a Density Bonus	0
Number of Units in Applications Submitted Requesting a Density Bonus	0
Number of Projects Permitted with a Density Bonus	4
Number of Units in Projects Permitted with a Density Bonus	4

Housing Element Programs Implemented and Sites Rezoned	Count
Programs Implemented	21
Sites Rezoned to Accommodate the RHNA	0

Jurisdiction	Oakley	
Reporting Year	2024	(Jan. 1 - Dec. 31)
Planning Period	6th Cycle	01/31/2023 - 01/31/2031

ANNUAL ELEMENT PROGRESS REPORT

Housing Element Implementation

Note: "+" indicates an optional field

Cells in grey contain auto-calculation formulas

Table A
Housing Development Applications Submitted

Project Identifier					Unit Types		Date Application Submitted	Proposed Units - Affordability by Household Incomes								Total Approved Units by Project	Total Disapproved Units by Project	Streamlining	Density Bonus Law Applications		Application Status	Project Type	Notes
1					2	3	4	5							6	7	8	9	10		11	12	13
Prior APN+	Current APN	Street Address	Project Name+	Local Jurisdiction Tracking ID	Unit Category (SFA,SFD,2 to 4,5+,ADU,MH)	Tenure R=Renter O=Owner	Date Application Submitted (see instructions)	Very Low-Income Deed Restricted	Very Low-Income Non Deed Restricted	Low-Income Deed Restricted	Low-Income Non Deed Restricted	Moderate-Income Deed Restricted	Moderate-Income Non Deed Restricted	Above Moderate-Income	Total PROPOSED Units by Project	Total APPROVED Units by project	Total DISAPPROVED Units by Project	Please select state streamlining provision/s the application was submitted pursuant to.	Did the housing development application seek incentives or concessions pursuant to Government Code section 65915?	Were incentives or concessions requested pursuant to Government Code section 65915 approved?	Please indicate the status of the application.	Is the project considered a ministerial project or discretionary project?	Notes+
Summary Row: Start Data Entry Below								0	0	0	0	0	15	2	17	11	0						
	033-052-003	115 Malicoat Avenue	Sandoval Minor Subdivision MS 23-977	TPM 02-23	SFD	O	3/4/2024							2	2			NONE	No	N/A	Approved	Discretionary	
	041-330-037	486 Quail Glen Drive	486 Quail Glen Drive Urbaln Lot Split	TPM 05-24	SFD	O	11/14/2024								0			SB 9 (2021) - Residential Lot Split	No	N/A	Approved	Ministerial	
	034-290-099	3901 Rose Avenue	3901 Rose Avenue Urban Lot Split MS 24-979	TPM 04-24	SFD	O	6/7/2024								0			SB 9 (2021) - Residential Lot Split	No	N/A	Approved	Ministerial	
	035-190-017	4601 Rose Avenue	4601 Rose Avenue Urban Lot Split MS 24-978	TPM 03-24	SFD	O	6/5/2024								0			SB 9 (2021) - Residential Lot Split	No	N/A	Approved	Ministerial	
	033-090-019	87 Hill Avenue	87 Hill Avenue Urban Lot Split MS 24-977	TPM 02-24	SFD	O	6/5/2024								0			SB 9 (2021) - Residential Lot Split	No	N/A	Approved	Ministerial	
	035-134-002	213 E RUBY ST	213 E RUBY ST	BLD-2024-0455	ADU	R	3/22/2024						1		1	1		NONE	No	N/A	Approved	Ministerial	
	034-460-002	168 COPPER KNOLL WAY	168 COPPER KNOWLL WAY	BLD-2024-0501	ADU	R	3/29/2024						1		1			NONE	No	N/A	Pending	Ministerial	
	041-190-037	4768 LUCCHESI CT	4768 LUCCHESI CT	BLD-2024-0720	ADU	R	5/6/2024						1		1	1		NONE	No	N/A	Approved	Ministerial	
	035-070-012	1065 W CYPRESS RD	1065 W CYPRESS RD	BLD-2024-0792	ADU	R	5/20/2024						1		1	1		NONE	No	N/A	Approved	Ministerial	
	033-390-020	740 MAMMOUTH CT	740 MAMMOUTH CT	BLD-2024-1038	ADU	R	6/25/2024						1		1	1		NONE	No	N/A	Approved	Ministerial	
	034-160-119	4001 BLACKSMITH CIR	4001 BLACKSMITH CIR	BLD-2024-1094	ADU	R	7/3/2024						1		1	1		NONE	No	N/A	Approved	Ministerial	
	041-090-036	20 POCO LN	20 POCO LN	BLD-2024-1119	ADU	R	7/9/2024						1		1	1		NONE	No	N/A	Approved	Ministerial	
	035-351-015	983 ALMOND DR	983 ALMOND DR	BLD-2024-1133	ADU	R	7/11/2024						1		1	1		NONE	No	N/A	Approved	Ministerial	
	035-250-014	4208 NORTHWOOD CT	4208 NORTHWOOD CT	BLD-2024-1308	ADU	R	8/9/2024						1		1			NONE	No	N/A	Pending	Ministerial	
	037-460-040	1237 WALNUT MEADOWS DR	1237 WALNUT MEADOWS DR	BLD-2024-1540	ADU	R	9/17/2024						1		1			NONE	No	N/A	Pending	Ministerial	
	035-374-023	1913 SHERRY CIR	1913 SHERRY CIR	BLD-2024-1560	ADU	R	9/19/2024						1		1			NONE	No	N/A	Pending	Ministerial	
	035-113-014	202 W RUBY ST	202 W RUBY ST	BLD-2024-1612	ADU	R	9/26/2024						1		1	1		NONE	No	N/A	Approved	Ministerial	
	035-562-042	1380 PORT CT	1380 PORT CT	BLD-2024-1879	ADU	R	11/7/2024						1		1	1		NONE	No	N/A	Approved	Ministerial	
	033-052-017	110 DOUGLAS RD	110 DOUGLAS RD	BLD-2024-1991	ADU	R	12/2/2024						1		1	1		NONE	No	N/A	Approved	Ministerial	
	033-160-021	4130 MACHADO LN	4130 MACHADO LN	BLD-2024-2006	ADU	R	12/3/2024						1		1	1		NONE	No	N/A	Approved	Ministerial	

Jurisdiction	Oakley
Reporting Year	2024 (Jan. 1 - Dec. 31)
Planning Period	6th Cycle (01/31/2023 - 01/31/2031)

ANNUAL ELEMENT PROGRESS REPORT

Housing Element Implementation

Note: "+" indicates an optional field

Cells in grey contain auto-calculation formulas

Table A2

Annual Building Activity Report Summary - New Construction, Entitled, Permits and Completed Units

Project Identifier					Unit Types		Affordability by Household Incomes - Completed Entitlement									Affordability by Household Incomes - Building Permits									Affordability by Household Incomes - Certificates of Occupancy											Streamlining	Infill	Housing with Financial Assistance and/or Deed Restrictions		Housing without Financial Assistance or Deed Restrictions	Term of Affordability or Deed Restriction	Demolished/Destroyed Units			Density Bonus				Notes
1					2	3	4							5	6	7								8	9	10									11	12	13	14	15	16	17	18	19	20			21	22	23	24	25
Prior APN*	Current APN	Street Address	Project Name*	Local Jurisdiction Tracking ID	Unit Category (SF,A,SFD,2 to 4,5+,ADU,MH)	Tenure R=Renter O=Owner	Very Low-Income Deed Restricted	Very Low-Income Non Deed Restricted	Low-Income Deed Restricted	Low-Income Non Deed Restricted	Moderate-Income Deed Restricted	Moderate-Income Non Deed Restricted	Above Moderate-Income	Entitlement Date Approved	# of Units issued Entitlements	Very Low-Income Deed Restricted	Very Low-Income Non Deed Restricted	Low-Income Deed Restricted	Low-Income Non Deed Restricted	Moderate-Income Deed Restricted	Moderate-Income Non Deed Restricted	Above Moderate-Income	Building Permits Date Issued	# of Units issued Building Permits	Very Low-Income Deed Restricted	Very Low-Income Non Deed Restricted	Low-Income Deed Restricted	Low-Income Non Deed Restricted	Moderate-Income Deed Restricted	Moderate-Income Non Deed Restricted	Above Moderate-Income	Certificates of Occupancy or other forms of readiness (see instructions) Date Issued	# of Units issued Certificates of Occupancy or other forms of readiness	How many of the units were Extremely Low Income?	Please select the state streamlining provision the project was APPROVED pursuant to. (may select multiple)	Infill Units? Y/N*	Assistance Programs for Each Development (may select multiple - see instructions)	Deed Restriction Type (may select multiple - see instructions)	For units affordable without financial assistance or deed restrictions, explain how the locality determined the units were affordable (see instructions)	Term of Affordability or Deed Restriction (years) (if affordable in perpetuity enter 1000)*	Number of Demolished/Destroyed Units	Demolished or Destroyed Units	Demolished/ Destroyed Units Owner or Renter	Total Density Bonus Applied to the Project (Percentage Increase in Total Allowable Units or Total Maximum Allowable Residential Gross Floor Area)	Number of Other Incentives, Concessions, Waivers, or Other Modifications Given to the Project (Excluding Parking Waivers or Parking Reductions)	List the incentives, concessions, waivers, and modifications (Excluding Parking Waivers or Parking Modifications)	Did the project receive a reduction or waiver of parking standards? (Y/N)	Notes*
Summary Row: Start Data Entry Below							0	0	0	0	0	8	182		190	0	0	0	0	4	9	109		122	0	0	16	0	4	156	98		274	8							0							
	033-052-003	115 Maltcoat Avenue	Sandoval Minor Subdivision MS 23-977	TPM 02-23	SFD	O							2	6/4/2024	2									0									0	0	NONE	Y													
	034-290-099	3901 Rose Avenue	3901 Rose Avenue Urban Lot Split MS 04-976	TPM 04-24	SFD	O								9/16/2024	0									0									0	0	SB 9 (2021) - Residential Lot Split	Y													
	035-190-017	4601 Rose Avenue	4601 Rose Avenue Urban Lot Split MS 24-978	TPM 03-24	SFD	O								10/22/2024	0									0									0	0	SB 9 (2021) - Residential Lot Split	Y													
	033-090-019	87 Hill Avenue	87 Hill Avenue Urban Lot Split MS 14-975	TPM 02-24	SFD	O								11/20/2024	0									0									0	0	SB 9 (2021) - Residential Lot Split	Y													
	035-134-002	213 E RUBY ST	213 E RUBY ST	BLD-2024-0455	ADU	R						1		10/15/2024	1						1		10/15/2024	1									0	0	NONE	Y													
	041-130-037	4768 LUCCHESI CT	4768 LUCCHESI CT	BLD-2024-0720	ADU	R						1		10/29/2024	1						1		10/29/2024	1									0	0	NONE	Y													
	035-070-012	1065 W CYPRESS RD	1065 W CYPRESS RD	BLD-2024-0792	ADU	R						1		7/23/2024	1						1		7/23/2024	1									0	0	NONE	Y													
	033-390-020	740 MAMMOUTH CT	740 MAMMOUTH CT	BLD-2024-1036	ADU	R						1		10/1/2024	1						1		10/1/2024	1									0	0	NONE	Y													
	034-185-119	4001 BLACKSMITH PL	4001 BLACKSMITH PL	BLD-2024-1094	ADU	R						1		10/1/2024	1						1		10/1/2024	1									0	0	NONE	Y													
	041-090-006	20 POCO LN	20 POCO LN	BLD-2024-1119	ADU	R						1		10/7/2024	1						1		10/7/2024	1									0	0	NONE	Y													
	035-113-014	202 W RUBY ST	202 W RUBY ST	BLD-2024-1612	ADU	R						1		11/19/2024	1						1		11/19/2024	1						1		11/19/2024	1	0	NONE	Y													
	035-562-042	1380 PORT CT	1380 PORT CT	BLD-2024-1879	ADU	R						1		12/12/2024	1						1			0									0	0	NONE	Y													
	032-082-010 and 011	west side of Bethel Island Road, approximately 0.8 miles north of East Cypress Road	Planning Area 6-H (ECCSP)	(TM 01-23)	SFD	O							89	4/2/2024	89									0									0	0	NONE	Y													
	037-160-018	Journey Way	Delta Pointe Plaza	(CUP 04-23, DR 08-23)	5+	O							8	4/2/2024	8									0									0	0	NONE	Y													
	037-110-031	2092 Oakley Road	The Village at 2092	(GPA 01-22, RZ 03-22, PDP 02-22, TM 9472, DR 05-22)	SFD	O							83	2/6/2024	83									0									0	0	NONE	Y													
	035-113-026	207 O'Hara Avenue	207 O'Hara Avenue	BLD-2023-1803	ADU	R									0						1		6/25/2024	1									0	0	NONE	Y													
	TBD	31 GRAPEVINE CT	31 GRAPEVINE CT	BLD-2023-1375	SFD	O									0							1	4/8/2024	1							1	10/2/2024	1	0	NONE	Y													
	TBD	41 GRAPEVINE CT	41 GRAPEVINE CT	BLD-2023-1376	SFD	O									0							1	4/8/2024	1							1	10/2/2024	1	0	NONE	Y													
	TBD	51 GRAPEVINE CT	51 GRAPEVINE CT	BLD-2023-1377	SFD	O									0							1	4/8/2024	1							1	1/9/2025	1	0	NONE	Y													
	TBD	60 GRAPEVINE CT	60 GRAPEVINE CT	BLD-2023-1378	SFD	O									0							1	4/8/2024	1							1	12/23/2024	1	0	NONE	Y													
	TBD	50 GRAPEVINE CT	50 GRAPEVINE CT	BLD-2023-1379	SFD	O									0							1	4/8/2024	1							1	12/18/2024	1	0	NONE	Y													
	TBD	40 GRAPEVINE CT	40 GRAPEVINE CT	BLD-2023-1380	SFD	O									0							1	4/8/2024	1							1	1/21/2025	1	0	NONE	Y													
	TBD	30 GRAPEVINE CT	30 GRAPEVINE CT	BLD-2023-1381	SFD	O									0							1	4/8/2024	1							1	2/6/2025	1	0	NONE	Y													
	TBD	217 EAGLE NEST DR	217 EAGLE NEST DR	BLD-2024-0085	SFD	O									0							1	3/21/2024	1							1	2/21/2025	1	0	NONE	Y													
	TBD	213 EAGLE NEST DR	213 EAGLE NEST DR	BLD-2024-0086	SFD	O									0							1	3/21/2024	1							1	10/23/2024	1	0	NONE	Y													
	TBD	209 EAGLE NEST DR	209 EAGLE NEST DR	BLD-2024-0087	SFD	O									0							1	8/28/2024	1							1	12/27/2024	1	0	NONE	Y													
	TBD	200 EAGLE NEST DR	200 EAGLE NEST DR	BLD-2024-0088	SFD	O									0							1	7/26/2024	1							1	2/14/2025	1	0	NONE	Y													
	TBD	204 EAGLE NEST DR	204 EAGLE NEST DR	BLD-2024-0089	SFD	O									0							1	7/29/2024	1							1	12/18/2024	1	0	NONE	Y													
	TBD	801 LUGANA LN	801 LUGANA LN	BLD-2024-0181	SFD	O									0							1	2/20/2024	1							1	7/2/2024	1	0	NONE	Y													
	TBD	805 LUGANA LN	805 LUGANA LN	BLD-2024-0182	SFD	O									0							1	2/20/2024	1							1	7/15/2024	1	0	NONE	Y													
	TBD	809 LUGANA LN	809 LUGANA LN	BLD-2024-0183	SFD	O									0							1	2/20/2024	1							1	7/9/2024	1	0	NONE	Y													
	035-322-022	4921 TEAKWOOD DR	4921 TEAKWOOD DR	BLD-2024-0210	SFD	R						1		4/25/2024	1						1		4/25/2024	1							1	12/23/2024	1	0	NONE	Y		DB		55		0.0%	6	Development Standards Modification, Other	No	
	035-322-021	4911 TEAKWOOD DR	4911 TEAKWOOD DR	BLD-2024-0211	SFD	R						1		4/25/2024	1						1		4/25/2024	1							1	12/23/2024	1	0	NONE	Y		DB		55		0.0%	6	Development Standards Modification, Other	No	
	035-322-020	4901 TEAKWOOD DR	4901 TEAKWOOD DR	BLD-2024-0212	SFD	R						1		4/25/2024	1						1		4/25/2024	1							1	12/23/2024	1	0	NONE	Y		DB		55		0.0%	6	Development Standards Modification, Other	No	
	035-322-019	4891 TEAKWOOD DR	4891 TEAKWOOD DR	BLD-2024-0213	SFD	R						1		4/25/2024	1						1		4/25/2024	1							1	12/23/2024	1	0	NONE	Y		DB		55		0.0%	6	Development Standards Modification, Other	No	
	TBD	613 LUGANA LN	613 LUGANA LN	BLD-2024-0368	SFD	O									0							1	3/18/2024	1							1	7/15/2024	1	0	NONE	Y													
	TBD	617 LUGANA LN	617 LUGANA LN	BLD-2024-0369	SFD	O									0							1	3/18/2024	1									0	0	NONE	Y													
	TBD	621 LUGANA LN	621 LUGANA LN	BLD-2024-0370	SFD	O									0							1	3/18/2024	1							1	7/26/2024	1	0	NONE	Y													
041-080-045	TBD	2971 OAKLEY RD	2971 OAKLEY RD	BLD-2024-0493	SFD	O									0							1	4/3/2024	1							1	1/2/2025	1	0	NONE	Y													
041-080-045	TBD	2951 OAKLEY RD	2951 OAKLEY RD	BLD-2024-0494	SFD	O									0							1	4/3/2024	1							1	11/20/2024	1	0	NONE	Y													
	TBD	800 OLMO WAY	800 OLMO WAY	BLD-2024-0518	SFD	O									0							1	4/9/2024	1							1	8/8/2024	1	0	NONE	N													
	TBD	804 OLMO WAY	804 OLMO WAY	BLD-2024-0519	SFD	O									0							1	4/9/2024	1							1	8/8/2024	1	0	NONE	N													
	TBD	808 OLMO WAY	808 OLMO WAY	BLD-2024-0520	SFD	O									0							1	4/9/2024	1									0	0	NONE	N													
	TBD	812 OLMO WAY	812 OLMO WAY	BLD-2024-0521	SFD	O									0							1	4/9/2024	1							1	8/8/2024	1	0	NONE	N													
	TBD	816 OLMO WAY	816 OLMO WAY	BLD-2024-0522	SFD	O									0							1	4/9/2024	1							1	10/7/2024	1	0	NONE	N													
	TBD	625 LUGANA LN	625 LUGANA LN	BLD-2024-0524	SFD	O									0							1	4/9/2024	1							1	8/28/2024	1	0	NONE	Y													
	TBD	629 LUGANA LN	629 LUGANA LN	BLD-2024-0525	SFD	O									0							1	4/9/2024	1							1	9/4/2024	1	0	NONE	Y													
	TBD	633 LUGANA LN	633 LUGANA LN	BLD-2024-0526	SFD	O									0							1	4/9/2024	1							1	9/4/2024	1	0	NONE	Y													
	TBD	637 LUGANA LN	637 LUGANA LN	BLD-2024-0563	SFD	O									0							1	5/8/2024	1							1	12/13/2024	1	0	NONE	Y													
	TBD	641 LUGANA LN	641 LUGANA LN	BLD-2024-0564	SFD	O									0							1	5/8/2024	1							1	12/13/2024	1	0	NONE	Y													
	TBD	645 LUGANA LN	645 LUGANA LN	BLD-2024-0565	SFD	O									0							1	5/8/2024	1							1	12/13/2024	1	0	NONE	Y													
	TBD	649 LUGANA LN	649 LUGANA LN	BLD-2024-0566	SFD	O									0							1	5/8/2024	1							1	11/18/2024	1	0	NONE	Y													
	TBD	712 ROMANA WAY	712 ROMANA WAY	BLD-2024-0750	SFD	O									0							1	6/19/2024	1									0	0	NONE	Y													
	TBD	717 ROMANA WAY	717 ROMANA WAY	BLD-2024-0751	SFD	O									0							1	6/19/2024	1									0	0	NONE	Y													
	TBD	705 ROMANA WAY	705 ROMANA WAY	BLD-2024-0752	SFD	O									0							1	6/19/2024	1									0	0	NONE	Y													
	TBD	701 ROMANA WAY	701 ROMANA WAY	BLD-2024-0753	SFD	O									0							1	6/19/2024	1							1	11/14/2024	1	0	NONE	Y													
	TBD	709 ROMANA WAY	709 ROMANA WAY	BLD-2024-0754	SFD	O									0							1	6/19/2024	1							1	2/26/2025	1	0	NONE	Y													
	TBD	713 ROMANA WAY	713 ROMANA WAY	BLD-2024-0765	SFD	O									0							1	6/19/2024	1									0	0	NONE	Y													
	TBD	302 EAGLE NEST DR	302 EAGLE NEST DR	BLD-2024-0949	SFD	O									0							1	12/11/2024	1									0	0	NONE	Y													
	TBD	298 EAGLE NEST DR	298 EAGLE NEST DR	BLD-2024-0950	SFD	O									0							1	12/11/2024	1									0	0	NONE	Y													
	TBD	294 EAGLE NEST DR	294 EAGLE NEST DR	BLD-2024-0951	SFD	O									0							1	12/11/2024	1									0	0	NONE	Y													
	TBD	290 EAGLE NEST DR	290 EAGLE NEST DR	BLD-2024-0952	SFD	O									0							1	12/11/2024	1									0	0	NONE	Y													
	TBD	287 EAGLE NEST DR	287 EAGLE NEST DR	BLD-2024-0953	SFD	O									0							1	12/11/2024	1									0	0	NONE	Y													
	TBD	293 EAGLE NEST DR	293 EAGLE NEST DR	BLD-2024-0954	SFD	O									0							1	12/11/2024	1									0	0	NONE	Y													
	TBD	297 EAGLE NEST DR	297 EAGLE NEST DR	BLD-2024-0955	SFD	O									0							1	12/11/2024	1									0	0	NONE	Y													
	TBD	301 EAGLE NEST DR	301 EAGLE NEST DR	BLD-2024-0956	SFD	O									0							1	12/11/2024	1									0	0	NONE	Y													
	TBD	426 EAGLE CIR	426 EAGLE CIR	BLD-2024-0973	SFD	O									0							1	6/19/2024	1									0	0	NONE	Y													
	TBD	424 EAGLE CIR	424 EAGLE CIR	BLD-2024-0974	SFD	O									0							1	6/19/2024	1									0	0	NONE	Y													
	TBD	428 EAGLE CIR	428 EAGLE CIR	BLD-2024-0975	SFD	O									0							1	6/19/2024	1									0	0	NONE	Y													
	TBD	432 EAGLE CIR	432 EAGLE CIR	BLD-2024-0976	SFD	O									0							1	6/19/2024	1									0	0	NONE	Y													
	TBD	797 FALLEN LEAF LN	797 FALLEN LEAF LN	BLD-2024-0978	SFD	O									0							1	6/19/2024	1									0	0	NONE	Y													
	TBD	793 FALLEN LEAF LN	793 FALLEN LEAF LN	BLD-2024-0979	SFD	O									0							1	6/19/2024	1									0	0	NONE	Y													
	TBD	789 FALLEN LEAF LN	789 FALLEN LEAF LN	BLD-2024-0980	SFD	O									0							1	6/19/2024	1									0	0	NONE	Y													
	TBD	310 CHARLOTTE ST	310 CHARLOTTE ST	BLD-2024-1346	SFD	O									0							1	8/29/2024	1									0	0	NONE	Y													
	TBD	314 CHARLOTTE ST	314 CHARLOTTE ST	BLD-2024-1347	SFD	O									0							1	8/29/2024	1									0	0	NONE	Y													
	TBD	318 CHARLOTTE ST	318 CHARLOTTE ST	BLD-2024-1348	SFD	O									0							1	8/29/2024	1									0	0	NONE	Y													
	TBD	322 CHARLOTTE ST	322 CHARLOTTE ST	BLD-2024-1349	SFD	O									0							1	8/29/2024	1									0	0	NONE	Y													
	TBD	326 CHARLOTTE ST	326 CHARLOTTE ST	BLD-2024-1350	SFD	O									0							1	8/29/2024	1									0	0	NONE	Y													
	TBD	781 FALLEN LEAF LN	781 FALLEN LEAF LN	BLD-2024-1351	SFD	O									0							1	8/29/2024	1									0	0	NONE	Y													
	TBD	777 FALLEN LEAF LN	777 FALLEN LEAF LN	BLD-2024-1352	SFD	O									0							1	8/29/2024	1									0	0	NONE	Y													
	TBD	773 FALLEN LEAF LN	773 FALLEN LEAF LN	BLD-2024-1353	SFD	O									0							1	8/29/2024	1									0	0	NONE	Y													
	TBD	782 FALLEN LEAF LN	782 FALLEN LEAF LN	BLD-2024-1354	SFD	O									0							1	8/29/2024	1									0	0	NONE	Y													
	TBD	778 FALLEN LEAF LN	778 FALLEN LEAF LN	BLD-2024-1355	SFD	O									0							1	8/29/2024	1									0	0	NONE	Y													
	TBD	748 TEMESCAL ST	748 TEMESCAL ST	BLD-2024-1666	SFD	O									0							1	11/25/2024	1									0	0	NONE	Y													
	TBD	744 TEMESCAL ST	744 TEMESCAL ST	BLD-2024-1667	SFD	O									0							1	11/25/2024	1									0	0	NONE	Y													

Green and Yellow Cells are the result of HCD File Formatting Errors

Jurisdiction	Oakley	
Reporting Year	2024	(Jan. 1 - Dec. 31)
Planning Period	6th Cycle	01/31/2023 - 01/31/2031

ANNUAL ELEMENT PROGRESS REPORT

Housing Element Implementation

Note: "+" indicates an optional field

Cells in grey contain auto-calculation formulas

	TBD	740 TEMESCAL ST	740 TEMESCAL ST	BLD-2024-1668	SFD	O	0	1	11/25/2024	1			0	0	NONE	Y
	TBD	747 TEMESCAL ST	747 TEMESCAL ST	BLD-2024-1669	SFD	O	0	1	11/25/2024	1			0	0	NONE	Y
	TBD	743 TEMESCAL ST	743 TEMESCAL ST	BLD-2024-1670	SFD	O	0	1	11/25/2024	1			0	0	NONE	Y
	TBD	739 TEMESCAL ST	739 TEMESCAL ST	BLD-2024-1671	SFD	O	0	1	11/25/2024	1			0	0	NONE	Y
	TBD	764 TEMESCAL ST	764 TEMESCAL ST	BLD-2024-1673	SFD	O	0	1	10/10/2024	1			0	0	NONE	Y
	TBD	760 TEMESCAL ST	760 TEMESCAL ST	BLD-2024-1674	SFD	O	0	1	10/10/2024	1			0	0	NONE	Y
	TBD	756 TEMESCAL ST	756 TEMESCAL ST	BLD-2024-1675	SFD	O	0	1	10/10/2024	1			0	0	NONE	Y
	TBD	752 TEMESCAL ST	752 TEMESCAL ST	BLD-2024-1676	SFD	O	0	1	10/10/2024	1			0	0	NONE	Y
	TBD	553 EAGLE CIR	553 EAGLE CIR	BLD-2024-1677	SFD	O	0	1	11/25/2024	1			0	0	NONE	Y
	TBD	549 EAGLE CIR	549 EAGLE CIR	BLD-2024-1678	SFD	O	0	1	11/25/2024	1			0	0	NONE	Y
	TBD	545 EAGLE CIR	545 EAGLE CIR	BLD-2024-1679	SFD	O	0	1	11/25/2024	1			0	0	NONE	Y
	TBD	541 EAGLE CIR	541 EAGLE CIR	BLD-2024-1680	SFD	O	0	1	11/25/2024	1			0	0	NONE	Y
	TBD	537 EAGLE CIR	537 EAGLE CIR	BLD-2024-1681	SFD	O	0	1	11/25/2024	1			0	0	NONE	Y
	TBD	330 CHARLOTTE ST	330 CHARLOTTE ST	BLD-2024-1682	SFD	O	0	1	10/10/2024	1			0	0	NONE	Y
	TBD	334 CHARLOTTE ST	334 CHARLOTTE ST	BLD-2024-1683	SFD	O	0	1	10/10/2024	1			0	0	NONE	Y
	TBD	338 CHARLOTTE ST	338 CHARLOTTE ST	BLD-2024-1684	SFD	O	0	1	10/10/2024	1			0	0	NONE	Y
	TBD	342 CHARLOTTE ST	342 CHARLOTTE ST	BLD-2024-1685	SFD	O	0	1	10/10/2024	1			0	0	NONE	Y
	TBD	346 CHARLOTTE ST	346 CHARLOTTE ST	BLD-2024-1686	SFD	O	0	1	10/10/2024	1			0	0	NONE	Y
	TBD	768 TEMESCAL ST	768 TEMESCAL ST	BLD-2024-1688	SFD	O	0	1	10/10/2024	1			0	0	NONE	Y
	TBD	224 TERRACE DR	224 TERRACE DR	BLD-2024-1890	SFD	O	0	1	11/20/2024	1			0	0	NONE	Y
	TBD	228 TERRACE DR	228 TERRACE DR	BLD-2024-1891	SFD	O	0	1	11/20/2024	1			0	0	NONE	Y
	TBD	671 CHANNEL CIR	671 CHANNEL CIR	BLD-2024-1892	SFD	O	0	1	11/20/2024	1			0	0	NONE	Y
	TBD	667 CHANNEL CIR	667 CHANNEL CIR	BLD-2024-1893	SFD	O	0	1	11/20/2024	1			0	0	NONE	Y
	TBD	663 CHANNEL CIR	663 CHANNEL CIR	BLD-2024-1894	SFD	O	0	1	11/20/2024	1			0	0	NONE	Y
	TBD	659 CHANNEL CIR	659 CHANNEL CIR	BLD-2024-1895	SFD	O	0	1	11/20/2024	1			0	0	NONE	Y
	TBD	694 CASTLE ST	694 CASTLE ST	BLD-2024-1948	SFD	O	0	1	12/4/2024	1			0	0	NONE	Y
	TBD	698 CASTLE ST	698 CASTLE ST	BLD-2024-1949	SFD	O	0	1	12/4/2024	1			0	0	NONE	Y
	TBD	702 CASTLE ST	702 CASTLE ST	BLD-2024-1950	SFD	O	0	1	12/4/2024	1			0	0	NONE	Y
	TBD	505 JUNIPER LN	505 JUNIPER LN	BLD-2024-1951	SFD	O	0	1	12/4/2024	1			0	0	NONE	Y
	TBD	509 JUNIPER LN	509 JUNIPER LN	BLD-2024-1952	SFD	O	0	1	12/4/2024	1			0	0	NONE	Y
	TBD	513 JUNIPER LN	513 JUNIPER LN	BLD-2024-1953	SFD	O	0	1	12/4/2024	1			0	0	NONE	Y
	TBD	517 JUNIPER LN	517 JUNIPER LN	BLD-2024-1954	SFD	O	0	1	12/4/2024	1			0	0	NONE	Y
	TBD	672 CHANNEL CIR	672 CHANNEL CIR	BLD-2024-2018	SFD	O	0	1	12/18/2024	1			0	0	NONE	Y
	TBD	655 CHANNEL CIR	655 CHANNEL CIR	BLD-2024-2019	SFD	O	0	1	12/18/2024	1			0	0	NONE	Y
	TBD	651 CHANNEL CIR	651 CHANNEL CIR	BLD-2024-2020	SFD	O	0	1	12/18/2024	1			0	0	NONE	Y
	TBD	660 CHANNEL CIR	660 CHANNEL CIR	BLD-2024-2021	SFD	O	0	1	12/18/2024	1			0	0	NONE	Y
	TBD	664 CHANNEL CIR	664 CHANNEL CIR	BLD-2024-2022	SFD	O	0	1	12/18/2024	1			0	0	NONE	Y
	TBD	668 CHANNEL CIR	668 CHANNEL CIR	BLD-2024-2023	SFD	O	0	1	12/18/2024	1			0	0	NONE	Y
	TBD	637 CHANNEL CIR	637 CHANNEL CIR	BLD-2024-2027	SFD	O	0	1	12/18/2024	1			0	0	NONE	Y
	TBD	641 CHANNEL CIR	641 CHANNEL CIR	BLD-2024-2028	SFD	O	0	1	12/18/2024	1			0	0	NONE	Y
	TBD	645 CHANNEL CIR	645 CHANNEL CIR	BLD-2024-2029	SFD	O	0	1	12/18/2024	1			0	0	NONE	Y
	TBD	649 CHANNEL CIR	649 CHANNEL CIR	BLD-2024-2030	SFD	O	0	1	12/18/2024	1			0	0	NONE	Y
	TBD	652 CHANNEL CIR	652 CHANNEL CIR	BLD-2024-2031	SFD	O	0	1	12/18/2024	1			0	0	NONE	Y
	TBD	656 CHANNEL CIR	656 CHANNEL CIR	BLD-2024-2032	SFD	O	0	1	12/18/2024	1			0	0	NONE	Y
	041-110-044	30 W CYPRESS PL	30 W CYPRESS PL	BLD-2020-0544	SFD	O	0			0	1	3/28/2024	1	0	NONE	Y
	TBD	504 GEMSTONE WAY	504 GEMSTONE WAY	BLD-2021-1909	SFD	O	0			0	1	1/9/2024	1	0	NONE	Y
	TBD	508 GEMSTONE WAY	508 GEMSTONE WAY	BLD-2021-1910	SFD	O	0			0	1	1/22/2024	1	0	NONE	Y
	TBD	134 GRANITE WAY	134 GRANITE WAY	BLD-2022-0337	SFD	O	0			0	1	2/15/2024	1	0	NONE	Y
	TBD	138 GRANITE WAY	138 GRANITE WAY	BLD-2022-0348	SFD	O	0			0	1	2/15/2024	1	0	NONE	Y
	TBD	5141 GRAPEVINE LN	5141 GRAPEVINE LN	BLD-2022-0642	SFD	O	0			0	1	1/9/2024	1	0	NONE	Y
	TBD	5131 GRAPEVINE LN	5131 GRAPEVINE LN	BLD-2022-0643	SFD	O	0			0	1	5/13/2024	1	0	NONE	Y
	TBD	5121 GRAPEVINE LN	5121 GRAPEVINE LN	BLD-2022-0644	SFD	O	0			0	1	5/23/2024	1	0	NONE	Y
	TBD	5111 GRAPEVINE LN	5111 GRAPEVINE LN	BLD-2022-0645	SFD	O	0			0	1	4/10/2024	1	0	NONE	Y
	TBD	5101 GRAPEVINE LN	5101 GRAPEVINE LN	BLD-2022-0646	SFD	O	0			0	1	5/8/2024	1	0	NONE	Y
	032-590-004	313 ORSO WAY	313 ORSO WAY	BLD-2022-0655	SFD	O	0			0	1	1/2/2024	1	0	NONE	N
	032-590-021	310 ORSO WAY	310 ORSO WAY	BLD-2022-0656	SFD	O	0			0	1	1/2/2024	1	0	NONE	N
	TBD	205 EAGLE NEST DR	205 EAGLE NEST DR	BLD-2022-0663	SFD	O	0			0	1	8/22/2024	1	0	NONE	Y
	034-550-081	721 FRAZIER DR	721 FRAZIER DR	BLD-2022-0696	SFD	O	0			0	1	1/17/2024	1	0	NONE	Y
	TBD	222 COLD CREEK DR	222 COLD CREEK DR	BLD-2022-0859	SFD	O	0			0	1	2/14/2024	1	0	NONE	Y
	032-590-011	341 ORSO WAY	341 ORSO WAY	BLD-2022-0985	SFD	O	0			0	1	1/3/2024	1	0	NONE	Y
	032-590-012	345 ORSO WAY	345 ORSO WAY	BLD-2022-0986	SFD	O	0			0	1	1/2/2024	1	0	NONE	N
	032-590-015	334 ORSO WAY	334 ORSO WAY	BLD-2022-0989	SFD	O	0			0	1	1/3/2024	1	0	NONE	N
	041-080-043	2891 OAKLEY RD	2891 OAKLEY RD	BLD-2022-2028	SFD	O	0			0	1	2/20/2024	1	0	NONE	Y
	TBD	845 HARDCASTLE RANCH RD	845 HARDCASTLE RANCH RD	BLD-2022-2257	SFD	O	0			0	1	1/10/2024	1	0	NONE	Y
	TBD	841 HARDCASTLE RANCH RD	841 HARDCASTLE RANCH RD	BLD-2022-2258	SFD	O	0			0	1	1/11/2024	1	0	NONE	Y
	TBD	837 HARDCASTLE RANCH RD	837 HARDCASTLE RANCH RD	BLD-2022-2259	SFD	O	0			0	1	1/18/2024	1	0	NONE	Y
	TBD	5150 GRAPEVINE LN	5150 GRAPEVINE LN	BLD-2022-2329	SFD	O	0			0	1	6/24/2024	1	0	NONE	Y
	TBD	5140 GRAPEVINE LN	5140 GRAPEVINE LN	BLD-2022-2330	SFD	O	0			0	1	1/24/2024	1	0	NONE	Y
	TBD	21 GRAPEVINE CT	21 GRAPEVINE CT	BLD-2022-2332	SFD	O	0			0	1	9/11/2024	1	0	NONE	Y
	TBD	5151 GRAPEVINE LN	5151 GRAPEVINE LN	BLD-2022-2335	SFD	O	0			0	1	1/30/2024	1	0	NONE	Y
	TBD	436 COOLCREST DR	436 COOLCREST DR	BLD-2022-2406	SFD	O	0			0	1	3/27/2024	1	0	NONE	Y
	TBD	512 GEMSTONE WAY	512 GEMSTONE WAY	BLD-2022-2453	SFD	O	0			0	1	2/6/2024	1	0	NONE	Y
	032-590-005	317 ORSO WAY	317 ORSO WAY	BLD-2022-2465	SFD	O	0			0	1	1/2/2024	1	0	NONE	N
	041-080-049	2965 ALMONDWOOD PL	2965 ALMONDWOOD PL	BLD-2023-0857	SFD	O	0			0	1	4/10/2024	1	0	NONE	Y
	TBD	161 MIRA VISTA DR	161 MIRA VISTA DR	BLD-2023-0930	SFD	O	0			0	1	3/20/2024	1	0	NONE	Y
	TBD	157 MIRA VISTA DR	157 MIRA VISTA DR	BLD-2023-0931	SFD	O	0			0	1	6/13/2024	1	0	NONE	Y
	TBD	158 MIRA VISTA DR	158 MIRA VISTA DR	BLD-2023-0935	SFD	O	0			0	1	3/15/2024	1	0	NONE	Y
	TBD	162 MIRA VISTA DR	162 MIRA VISTA DR	BLD-2023-0936	SFD	O	0			0	1	1/25/2024	1	0	NONE	Y
	TBD	406 LEDRO WAY	406 LEDRO WAY	BLD-2023-1547	SFD	O	0			0	1	1/16/2024	1	0	NONE	N
	TBD	402 LEDRO WAY	402 LEDRO WAY	BLD-2023-1548	SFD	O	0			0	1	1/18/2024	1	0	NONE	N
	TBD	398 LEDRO WAY	398 LEDRO WAY	BLD-2023-1549	SFD	O	0			0	1	1/19/2024	1	0	NONE	N
	TBD	394 LEDRO WAY	394 LEDRO WAY	BLD-2023-1550	SFD	O	0			0	1	1/31/2024	1	0	NONE	N
	TBD	5181 GRAPEVINE LN	5181 GRAPEVINE LN	BLD-2023-1568	SFD	O	0			0	1	8/13/2024	1	0	NONE	Y
	TBD	5171 GRAPEVINE LN	5171 GRAPEVINE LN	BLD-2023-1569	SFD	O	0			0	1	8/28/2024	1	0	NONE	Y
	TBD	5161 GRAPEVINE LN	5161 GRAPEVINE LN	BLD-2023-1570	SFD	O	0			0	1	11/27/2024	1	0	NONE	Y
	TBD	274 EAGLE NEST DR	274 EAGLE NEST DR	BLD-2023-1571	SFD	O	0			0	1	4/30/2024	1	0	NONE	Y
	TBD	270 EAGLE NEST DR	270 EAGLE NEST DR	BLD-2023-1572	SFD	O	0			0	1	3/27/2024	1	0	NONE	Y
	TBD	266 EAGLE NEST DR	266 EAGLE NEST DR	BLD-2023-1573	SFD	O	0			0	1	4/22/2024	1	0	NONE	Y
	TBD	271 EAGLE NEST DR	271 EAGLE NEST DR	BLD-2023-1575	SFD	O	0			0	1	6/24/2024	1	0	NONE	Y
	032-590-048	501 PINO LN	501 PINO LN	BLD-2023-1751	SFD	O	0			0	1	2/8/2024	1	0	NONE	N
	032-590-049	505 PINO LN	505 PINO LN	BLD-2023-1752	SFD	O	0			0	1	2/12/2024	1	0	NONE	N
	032-590-050	509 PINO LN	509 PINO LN	BLD-2023-1753	SFD	O	0			0	1	2/28/2024	1	0	NONE	N
	032-590-051	513 PINO LN	513 PINO LN	BLD-2023-1754	SFD	O	0			0	1	3/12/2024	1	0	NONE	N
	032-590-071	510 PINO LN	510 PINO LN	BLD-2023-1756	SFD	O	0			0	1	2/13/2024	1	0	NONE	N
	032-590-052	517 PINO LN	517 PINO LN	BLD-2023-1888	SFD	O	0			0	1	3/5/2024	1	0	NONE	N
	032-590-053	521 PINO LN	521 PINO LN	BLD-2023-1889	SFD	O	0			0	1	3/20/2024	1	0	NONE	N
	032-590-068	522 PINO LN	522 PINO LN	BLD-2023-1890	SFD	O	0			0	1	3/15/2024	1	0	NONE	N
	032-590-069	518 PINO LN	518 PINO LN	BLD-2023-1891	SFD	O	0			0	1	3/12/2024	1	0	NONE	N
	041-080-050	2955 ALMONDWOOD PL	2955 ALMONDWOOD PL	BLD-2023-1989	SFD	O	0			0	1	12/12/2024	1	0	NONE	Y
	041-080-051	2953 ALMONDWOOD PL	2953 ALMONDWOOD PL	BLD-2023-1990	SFD	O	0			0	1	6/26/2024	1	0	NONE	Y
	041-080-052	2951 ALMONDWOOD PL	2951 ALMONDWOOD PL	BLD-2023-1991	SFD	O	0			0	1	10/7/2024	1	0	NONE	Y
	032-590-055	531 PINO LN	531 PINO LN	BLD-2023-2002	SFD	O	0			0	1	4/2/2024	1	0	NONE	N
	032-590-066	526 PINO LN	526 PINO LN	BLD-2023-2004	SFD	O	0			0	1	4/22/2024	1	0	NONE	N
	032-590-052	535 PINO LN	535 PINO LN	BLD-2023-2202	SFD	O	0			0	1	4/25/2024	1	0	NONE	N
	032-590-051	539 PINO LN	539 PINO LN	BLD-2023-2203	SFD	O	0			0	1	5/1/2024	1	0	NONE	N

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Jurisdiction	Oakley
Reporting Year	2024 (Jan. 1 - Dec. 31)
Planning Period	6th Cycle 01/31/2023 - 01/31/2031

ANNUAL ELEMENT PROGRESS REPORT

Housing Element Implementation

Note: "+" indicates an optional field

Cells in grey contain auto-calculation formulas

	032-590-071	538 PINO LN	538 PINO LN	BLD-2023-2204	SFD	O									0									0							1	5/8/2024	1	0	NONE	N												
	032-590-070	534 PINO LN	534 PINO LN	BLD-2023-2205	SFD	O									0									0							1	5/6/2024	1	0	NONE	N												
	032-590-050	543 PINO LN	543 PINO LN	BLD-2023-2270	SFD	O									0									0							1	5/20/2024	1	0	NONE	N												
	032-590-048	551 PINO LN	551 PINO LN	BLD-2023-2272	SFD	O									0									0							1	5/22/2024	1	0	NONE	N												
	032-590-056	555 PINO LN	555 PINO LN	BLD-2023-2273	SFD	O									0									0							1	5/22/2024	1	0	NONE	N												
	032-590-069	550 PINO LN	550 PINO LN	BLD-2023-2274	SFD	O									0									0							1	7/2/2024	1	0	NONE	N												
	032-590-068	546 PINO LN	546 PINO LN	BLD-2023-2275	SFD	O									0									0							1	7/2/2024	1	0	NONE	N												
	032-590-067	542 PINO LN	542 PINO LN	BLD-2023-2276	SFD	O									0									0							1	6/14/2024	1	0	NONE	N												
	041-280-021	10 Connie Lane	10 Connie Lane	BLD-2022-2109	ADU	R									0									0						1		6/26/2024	1	0	NONE	N												
	051-210-028	5301 Elm Lane	5301 Elm Lane	BLD-2021-2457	5+	R									0									0			16			154		2/14/2024	170	0	NONE	Y		DB	DB speaks to all 130 units being affordable	55				35.0%	1	Development Standards Modification	No	
	035-322-022	4891 TEAKWOOD DR	4891 TEAKWOOD DR	BLD-2024-0578	ADU	R									0					1			4/24/2025	1					1			12/23/2024	1	0	NONE	Y		DB		55				0.0%	6	Development Standards Modification, Other	No	
	035-322-021	4911 TEAKWOOD DR	4911 TEAKWOOD DR	BLD-2024-0579	ADU	R									0					1			4/24/2025	1					1			12/24/2024	1	0	NONE	Y		DB		55				0.0%	6	Development Standards Modification, Other	No	
	035-322-020	4901 TEAKWOOD DR	4901 TEAKWOOD DR	BLD-2024-0580	ADU	R									0					1			4/24/2025	1					1			12/25/2024	1	0	NONE	Y		DB		55				0.0%	6	Development Standards Modification, Other	No	
	035-322-022	4921 TEAKWOOD DR	4921 TEAKWOOD DR	BLD-2024-0581	ADU	R									0					1			4/24/2025	1					1			12/26/2024	1	0	NONE	Y		DB		55				0.0%	6	Development Standards Modification, Other	No	
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Jurisdiction	Oakley	
Reporting Year	2024	(Jan. 1 - Dec. 31)
Planning Period	6th Cycle	01/31/2023 - 01/31/2031

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Housing Element Implementation

This table is auto-populated once you enter your jurisdiction name and current year data. Past year information comes from previous APRs.

Please contact HCD if your data is different than the material supplied here

Table B
Regional Housing Needs Allocation Progress
Permitted Units Issued by Affordability

		1	Projection Period	2									3	4
Income Level		**RHNA Allocation by Income Level**	**Projection Period - 06/30/2022-01/30/2023**	**2023**	**2024**	**2025**	**2026**	**2027**	**2028**	**2029**	**2030**	**2031**	**Total Units to Date (all years)**	**Total Remaining RHNA by Income Level**
Very Low	Deed Restricted	279	-	-	-	-	-	-	-	-	-	-	-	**279**
	Non-Deed Restricted		-	-	-	-	-	-	-	-	-	-		
Low	Deed Restricted	161	-	-	-	-	-	-	-	-	-	-	-	**161**
	Non-Deed Restricted		-	-	-	-	-	-	-	-	-	-		
Moderate	Deed Restricted	172	-	-	-	-	-	-	-	-	-	-	23	**149**
	Non-Deed Restricted		4	6	13	-	-	-	-	-	-	-		
Above Moderate		446	163	92	109	-	-	-	-	-	-	-	364	**82**
Total RHNA		**1,058**												
Total Units			**167**	**98**	**122**	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**387**	**671**

Progress toward extremely low-income housing need, as determined pursuant to Government Code 65583(a)(1).

	5		2									6	7
	Extremely low-Income Need		**2023**	**2024**	**2025**	**2026**	**2027**	**2028**	**2029**	**2030**	**2031**	**Total Units to Date**	**Total Units Remaining**
Extremely Low-Income Units*	140		-	-	-	-	-	-	-	-	-	**-**	**140**

Jurisdiction	Oakley	
Reporting Year	2024	(Jan. 1 - Dec. 31)
Planning Period	6th Cycle	01/31/2023 - 01/31/2031

ANNUAL ELEMENT PROGRESS REPORT

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Note: "+" indicates an optional field

Cells in grey contain auto-calculation formulas

Table C

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

Project Identifier				Date of Rezone	RHNA Shortfall by Household Income Category				Rezone Type	Sites Description							
1				2	3				4	5	6	7	8		9	10	11
APN	Street Address	Project Name+	Local Jurisdiction Tracking ID+	Date of Rezone	Very Low-Income	Low-Income	Moderate-Income	Above Moderate-Income	Rezone Type	Parcel Size (Acres)	General Plan Designation	Zoning	Minimum Density Allowed	Maximum Density Allowed	Realistic Capacity	Vacant/Nonvacant	Description of Existing Uses
Summary Row: Start Data Entry Below																	

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Jurisdiction	Oakley	
Reporting Year	2024	(Jan. 1 - Dec. 31)

Table D

Program Implementation Status pursuant to GC Section 65583

Housing Programs Progress Report

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

1	2	3	4
Name of Program	**Objective**	**Timeframe in H.E**	**Status of Program Implementation**
1.1 REZONE ADEQUATE SITES TO MEET REMAINING RHNA NEED	Provision of Adequate Sites to accommodate remaining RHNA need of 434 lower income units.	Before January 21, 2026	The Planning Division is working with a consultant to work on the Rezoning process. As part of this process staff is working on identifying appropriate sites to comply with the policy requirements. Staff will present the rezone to the Planning Commission and Council Review for review in mid 2025.
1.2 MAINTAIN AN INVENTORY OF AVAILABLE LAND RESOURCES	Inventory of Available Land Resources	Ongoing, update inventory as development projects are approved	The City has developed a map of vacant and underutilized parcels. The list includes both vacant parcels and parcels that have infill potential. The City is working to update the map following rezoning and is also in the process of integrating interactive GIS data that will be available to the public.
1.3 ENCOURAGE DEVELOPMENT OF NEW AFFORDABLE RENTAL HOUSING	Offer regulatory and financial incentives to affordable developments.	Distribute news blast to affordable housing developers within three months of implementing Action 1.1. Provide ongoing support to affordable housing developers as projects are proposed.	The City is exploring regulatory and financial incentives to implement. The City expects to notify affordable housing developers following the completion of Program 1.1.
1.4 PROMOTE ACCESSORY DWELLING UNITS	The City shall facilitate the construction of new accessory dwelling units by promoting the Pre-Approved ADU Program including the ADU How-to-Guide for Oakley residents, homeowners, and contractors made available on the City website.	Ongoing, monitor legislative changes annually and update ordinance within the timeframe required by new legislation. Re-publish newsletter article and highlight on City website main page by June 2023 and annually thereafter.	The City has posted multiple articles in City emailed and printed newsletters highlighting the relative ease associated with obtaining an ADU permit. The ADU webpage for the City has been updated so it's easier to use and understand. The City continues to monitor changes in state law. The City of Oakley received a one time grant of $85,000 for the development of ADU's, An additional $50,000 was awarded for the development/refinement of pre-approved ADU plans. https://www.oakleyca.gov/235/How-to-Build-an-ADU
1.5 OBJECTIVE STANDARDS	The City shall prepare and adopt objective development and design standards for residential and mixed-use development to facilitate housing production by providing clarity and certainty for applicants proposing residential development in the City.	12/1/2023	The City is actively working on development objective standards and will be complete in the later half of 2025.
1.6 DENSITY BONUS ORDINANCE	Implement Density Bonus Ordinance in compliance with State law	Update Density Bonus Ordinance by January 31, 2024. Review State density bonus law annually and amend ordinance within the timeframe required by new legislation as necessary to maintain compliance with State law	On November 14, 2023 the City of Oakley amended the Density Bonus Ordinance to comply with State law. Potential minor modifications in June 2025. https://www.codepublishing.com/CA/Oakley/#!/Oakley09/Oakley091.html#9.1.412
1.7 MONITOR DEVELOPMENT FEES	The City shall continue to monitor required development fees including in-lieu fees, development impact fees, and processing fees, with the aim of reducing constraints on the development of affordable housing.	Annually.	The City's Planning Division anticipates evaluating constraints on affordable development caused by fees in 2025 when a full year has elapsed since the housing element was approved.
1.8 AMENDMENTS TO THE DOWNTOWN SPECIFIC PLAN	Accelerate housing production in the downtown by providing clarity and transparency in the application of development standards	12/1/2024	The Planning Division is exploring by-right density for the downtown and objective design standards. Objective Design Standards will be complete in the later half of 2025.

2.1 REHABILITATION OF EXISTING HOUSING UNITS	**The City shall encourage the rehabilitation of existing housing units by providing information on programs available to assist in housing rehabilitation.**	**Update City website by December 2024**	**The City's Planning Division is working to update the City's website with rehabilitation information by May 2025.**
2.2 CODE ENFORCEMENT	**Within current staffing limits, the City will continue to implement the Property Maintenance Program and Residential Rental Inspection Program to enforce the City's Building Code to address code violations that affect single-family and multi-family housing units.**	**Ongoing**	**Under the Building Division, with the assistance of Code Enforcement the City has a Residential Rental Inspection Program in place that requires property owners with rental properties in Oakley to register their rental each calendar year by January 31st. The property owner completes an affidavit confirming status of the property and pays the $108 registration fee. The program includes one exterior drive-by inspection of the property to confirm compliance with all applicable City of Oakley Municipal Codes but primarily those included in Title VI, Chapter 4: Neighborhood Preservation. Owners are provided with a self-inspection checklist in preparation of the inspection. Code Enforcement along with the Building Division works together to address complaints for substandard housing. In addition, the Chief Building Official is working on new policy and procedures related to the new requirements effective January 2025 regarding how substandard housing complaints are addressed for single-family and multi-family units. The Code Enforcement division has identified multiple examples of substandard housing and have encouraged the associated successful application for permits.**
2.3 DOWNTOWN-SPECIFIC INVESTMENT PROGRAM	**Provide adequate infrastructure and encourage revitalization of Downtown Oakley to improve pedestrian safety and expand access to transit, services, and amenities to residents living in low resource neighborhoods in and around Downtown.**	**Initiate sidewalk repair and replacement projects in Spring 2023. Begin demolition of Sheriff's Substation for new library facility in Spring/Summer 2023. Release Request for Proposals (RFPs) for Architectural Design and Economic Analysis for new library facility in Summer 2023. Initiate Downtown storm drain improvement project in Summer 2023. Initiate street resurfacing and repair in Summer 2023.**	**The City has been actively working/engaging with local small businesses and property owners in Downtown Oakley. In alignment with the policy you mentioned, the City has secured specific funding through the ARPA to support the beautification of downtown. The program brochure outlines how it is designed to stimulate and promote private investment, enhance safety, and create opportunities for local ventures. The City will continue to invest in infrastructure and capital improvements in Downtown Oakley (e.g., storm drain, sidewalks, crosswalks, lighting, parking, future Amtrak station, and library facility) to improve safety, expand transit access, create new amenities, and encourage new private investment in and around Downtown that increases access to opportunity for low resource neighborhoods in Oakley.The City's CIP 205 and 215 project constructed the parking lot north of Main Street in preparation of the Amtrak platform to be constructed 2025. Initiate sidewalk repair and replacement projects in Spring 2023. Done Begin demolition of Sheriff's Substation for new library facility in Spring/Summer 2023. Done Release Request for Proposals (RFPs) for Architectural Design and Economic Analysis for new library facility in Summer 2023. Done Initiate Downtown storm drain improvement project in Summer 2023. Done Initiate street resurfacing and repair in Summer 2023. DoneThe City also offers citywide programs that business owners can utilize as resources including resources at https://www.opportunityoakley.com/**
2.4 MONITOR ASSISTED HOUSING UNITS	**The City will continue to maintain a database of assisted housing units and regularly monitor assisted housing units to ensure compliance with affordability requirements.**	**Annual monitoring**	**Ongoing. The City has not identified any assisted housing units at-risk of converting to market-rate in the 10 years from the start of the planning period. However, the City will continue to maintain a database of assisted housing units and regularly monitor assisted housing units to ensure compliance with affordability requirements. The City shall require projects that received government funding and/or were granted a density bonus to provide at least three years notice prior to the conversion of any deed-restricted affordable rental units to market rate. Annual reports, which are submitted by owners and managers of affordable units, will be reviewed to ensure that all deed restrictions and agreements are in compliance.**
3.1 INCREASE ACCESS TO HOMEOWNERSHIP	**To increase access to homeownership for very low-, low-, and moderate-income households, the City will support homeownership programs carried out by non-profit housing corporations through provision of land, financial assistance, and/or technical assistance, as feasible.**	**2023 and ongoing**	**The City Planning Division has published homeownership resources online including county programs and non-profit programs https://www.oakleyca.gov/287/Housing**
3.2 PROMOTE FAIR HOUSING	**The City will acquire and maintain fair housing materials to educate the community on a variety of fair housing issues. The City will provide flyers and brochures in English and other languages that are available from the California Department of Fair Housing and Employment and the federal Office of Fair Housing and Equal Opportunity, as appropriate, that highlight the provisions of federal and state fair housing laws.**	**Contact State agencies to secure informational materials by November 2023 and distribute materials by June 2024 and annually thereafter**	**The Oakley Planning Division created a Fair Housing flyer in both English and Spanish that has been posted online and shared at City public events, and posted and shared at City Hall. https://www.oakleyca.gov/287/Housing**

3.3 HOUSING CHOICE VOUCHER PROGRAM	**The City shall continue to support the Housing Authority of Contra Costa County in its continuing administration of the Housing Choice Voucher (HCV) Program to assist very low-income Oakley households.**	**Initiate collaboration with the Housing Authority in 2025; ongoing**	**The Oakley Planning Division expects to continue this work in 2025.**
3.4 HOUSING FOR EXTREMELY-LOW INCOME HOUSEHOLDS AND SPECIAL NEEDS GROUPS	**The City shall encourage the development of housing units for extremely low-income households (earning 30 percent or less of the median income for Contra Costa County) and for households with special housing needs, including persons with disabilities and developmental disabilities, farmworkers, and persons/families experiencing or at-risk of homelessness.**	**Outreach to developers of special needs housing in 2024 and bi-annually thereafter; ongoing support of development projects**	**The Oakley Planning Division expects to reach out to developers of special needs housing in 2025. The Oakley Planning Division has engaged the Contra Costa County Housing Authority for more information on developers.**
3.5 REASONABLE ACCOMMODATION PROCEDURES	**To accommodate the housing needs of persons with disabilities and provide a streamlined permit review process, the City shall prepare and adopt a reasonable accommodation ordinance.**	**Adopt reasonable accommodation ordinance by June 2025**	**The City is on track to adopt a reasonable accommodation ordinance by June 2025.**
3.6 ZONING AMENDMENTS FOR SPECIAL NEEDS HOUSING	**The City shall amend the Zoning Code to ensure compliance with State law and encourage special needs housing.**	**Within one year of Housing Element adoption**	**The City of Oakley Planning Division expects to complete this work June 2025.**
3.7 ADEQUATE EMERGENCY SHELTER SITES	**The City currently (2023) allows emergency shelters as a by-right permitted use on theThe City currently (2023) allows emergency shelters as a by-right permitted use on the Civic Center site within the Downtown Specific Plan. The City shall identify an additional zoning district where emergency shelters will be allowed as a by-right, permitted use. The zoning district shall be a residential zoning district and shall have adequate available sites (e.g., vacant site or building that can be converted to a shelter) with capacity to accommodate at least 50 beds of emergency shelter. Emergency shelters shall be permitted consistent with the requirements of Government Code Section 65583.**	**January of 2024**	**The Oakley Planning Division has worked on finding the appropriate zone, and expects to complete this work June 2025.**
3.8 INCREASE CAPACITY FOR CIVIC ENGAGEMENT	**The City shall work to increase capacity for civic engagement with an emphasis on building capacity among historically underrepresented populations. This shall include conducting targeted outreach to affordable housing building leaders on opportunities for civic engagement; considering reinitiating the Oakley Leadership Academy to develop civic leadership, and to build a stronger community through well-informed and engaged residents; and continuing to engage with and support the Oakley Youth Advisory Council (OYAC), which is open to youth that live in Oakley or attend school in Oakley between 6th and 12th grade, to build capacity for civic participation and raise awareness of opportunities to participate in City events.**	**Conduct targeted outreach to affordable housing building leaders quarterly starting in 2023. Work with the OYAC in 2023 to identify ways to reach underserved and underrepresented populations in planning processes such as the General Plan and Housing Element. Consider initiating Leadership Academy in 2024.**	**The City of Oakley reinitiated the Leadership Academy for the first time since COVID last spring (2024). This year the Leadership Academy will be held in the Fall. The Planning Division will make a presentation at one of the sessions alongside CDD. The Planning Division expects to further engage with the OYAC to work on the items identified by the objective.**
3.9 TENANTS' RIGHTS INFORMATION	**The City will partner with fair housing organizations to ensure that resident have information about the California Tenant Protection Act of 2019 (AB 1482). Develop print and online educational materials and make materials availability at City facilities, on the City's website, and at apartment complexes throughout the City.**	**1/1/2025**	**The Oakley Planning Division created a Tenants Rights Information flyer that has been posted online and shared at City public events, and posted and shared at City Hall. https://www.oakleyca.gov/287/Housing**

Jurisdiction	Oakley	
Reporting Period	2024	(Jan. 1 - Dec. 31)
Planning	6th Cycle	01/31/2023 - 01/31/2031

ANNUAL ELEMENT PROGRESS REPORT

Housing Element Implementation

(CCR Title 25 §6202)

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

Table E

Commercial Development Bonus Approved pursuant to GC Section 65915.7

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

Intentionally Blank

Jurisdiction	Oakley	
Reporting Period	2024	31)
Planning Period	6th Cycle	01/31/2023 - 01/31/2031

ANNUAL ELEMENT PROGRESS REPORT
Housing Element Implementation

Note: "+" indicates an optional field

Cells in grey contain auto-calculation formulas

Table F

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

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

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

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Jurisdiction	Oakley	
Reporting Period	2024	(Jan. 1 - Dec. 31)
Planning Period	6th Cycle	01/31/2023 - 01/31/2031

ANNUAL ELEMENT PROGRESS REPORT

Housing Element Implementation

Note: "+" indicates an optional field

Cells in grey contain auto-calculation formulas

Table F2

Above Moderate Income Units Converted to Moderate Income Pursuant to Government Code section 65400.2

For up to 25 percent of a jurisdiction's moderate-income regional housing need allocation, the planning agency may include the number of units in an existing multifamily building that were converted to deed-restricted rental housing for moderate-income households by the imposition of affordability covenants and restrictions for the unit. Before adding information to this table, please ensure housing developments meet the requirements described in Government Code 65400.2(b).

Project Identifier					Unit Types		Affordability by Household Incomes After Conversion							Units credited toward Moderate Income RHNA		Notes
1					2	3	4							5		6
Prior APN+	Current APN	Street Address	Project Name+	Local Jurisdiction Tracking ID	Unit Category (2 to 4,5+)	Tenure R=Renter	Very Low-Income Deed Restricted	Very Low-Income Non Deed Restricted	Low- Income Deed Restricted	Low- Income Non Deed Restricted	Moderate-Income Deed Restricted	Moderate-Income Non Deed Restricted	Above Moderate-Income	Total Moderate Income Units Converted from Above Moderate	Date Converted	Notes
Summary Row: Start Data Entry Below							0	0	0	0	0	0	0	0		

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Jurisdiction	Oakley	
Reporting Period	2024	(Jan. 1 - Dec. 31)
Period	6th Cycle	01/31/2023 - 01/31/2031

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

ANNUAL ELEMENT PROGRESS REPORT
Housing Element Implementation

Note: "+" indicates an optional field

Cells in grey contain auto-calculation formulas

Table G

Locally Owned Lands Included in the Housing Element Sites Inventory that have been sold, leased, or otherwise disposed of

Project Identifier						
1				2	3	4
APN	**Street Address**	**Project Name+**	**Local Jurisdiction Tracking ID+**	**Realistic Capacity Identified in the Housing Element**	**Entity to whom the site transferred**	**Intended Use for Site**
Summary Row: Start Data Entry Below						

Intentionally Blank

Jurisdiction	Oakley		NOTE: This table must contain an invenory of ALL surplus/excess lands the reporting jurisdiction owns	Note: "+" indicates an optional field Cells in grey contain auto-calculation formulas
Reporting Period	2024	(Jan. 1 - Dec. 31)		

ANNUAL ELEMENT PROGRESS REPORT
Housing Element Implementation

For Contra Costa County jurisdictions, please format the APN's as follows:999-999-999-9

Table H
Locally Owned Surplus Sites

Parcel Identifier				Designation	Size	Notes
1	2	3	4	5	6	7
APN	Street Address/Intersection	Existing Use	Number of Units	Surplus Designation	Parcel Size (in acres)	Notes
Summary Row: Start Data Entry Below						
034-040-028	Neroly Road	Vacant		Surplus Land	3.98	
037-050-013	1033 Main Street	Vacant		Surplus Land	0.568	
033-302-026	95 Laurel Road	Vacant		Surplus Land	1	Deeded to City for Child Care use
035-181-005	3960 Main Street	Vacant		Surplus Land	0.569	
035-181-004	3960 Main Street	Vacant		Surplus Land	0.02	
037-150-030	2950 Main Street	Vacant		Surplus Land	0.32	
037-150-026	2990 Main Street	Vacant		Surplus Land	0.91	
035-131-003	220 O'Hara Ave	Vacant		Surplus Land	0.62	
035-131-002	215 Second Street	Improved with old Fire Station, last used as the Oakley Senior Center		Surplus Land	0.62	

Jurisdiction	Oakley	
Reporting Period	2024	(Jan. 1 - Dec. 31)
Planning Period	6th Cycle	01/31/2023 - 01/31/2031

NOTE: STUDENT HOUSING WITH DENSITY BONUS ONLY. This table only needs to be completed if there were student housing projects WITH a density bonus approved pursuant to Government Code65915(b)(1)(F)

ANNUAL ELEMENT PROGRESS REPORT

Housing Element Implementation

Note: "+" indicates an optional field

Cells in grey contain auto-calculation formulas

Table J

Student housing development for lower income students for which was granted a density bonus pursuant to subparagraph (F) of paragraph (1) of subdivision (b) of Section 65915

Project Identifier				Project Type	Date	Units (Beds/Student Capacity) Approved							Units (Beds/Student Capacity) Granted	Notes
1				2	3	4							5	6
APN	**Street Address**	**Project Name+**	**Local Jurisdiction Tracking ID+**	**Unit Category** (SH - Student Housing)	**Date**	**Very Low-Income Deed Restricted**	**Very Low-Income Non Deed Restricted**	**Low- Income Deed Restricted**	**Low- Income Non Deed Restricted**	**Moderate-Income Deed Restricted**	**Moderate-Income Non Deed Restricted**	**Above Moderate-Income**	**Total Additional Beds Created Due to Density Bonus**	**Notes**
Summary Row: Start Data Entry Below														

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Jurisdiction	Oakley	
Reporting Period	2024	(Jan. 1 - Dec. 31)
Planning Period	6th Cycle	01/31/2023 - 01/31/2031

ANNUAL ELEMENT PROGRESS REPORT

Table K
Tenant Preference Policy

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

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

Intentionally Blank

Jurisdiction	Oakley	
Reporting Year	2024	(Jan. 1 - Dec. 31)

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

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

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

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

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

Completed Entitlement Issued by Affordability Summary		
Income Level		**Current Year**
Very Low	Deed Restricted	0
	Non-Deed Restricted	0
Low	Deed Restricted	0
	Non-Deed Restricted	0
Moderate	Deed Restricted	0
	Non-Deed Restricted	8
Above Moderate		182
Total Units		**190**

Building Permits Issued by Affordability Summary		
Income Level		**Current Year**
Very Low	Deed Restricted	0
	Non-Deed Restricted	0
Low	Deed Restricted	0
	Non-Deed Restricted	0
Moderate	Deed Restricted	0
	Non-Deed Restricted	13
Above Moderate		109
Total Units		**122**

Certificate of Occupancy Issued by Affordability Summary		
Income Level		**Current Year**
Very Low	Deed Restricted	0
	Non-Deed Restricted	0
Low	Deed Restricted	16
	Non-Deed Restricted	0
Moderate	Deed Restricted	4
	Non-Deed Restricted	156
Above Moderate		98
Total Units		**274**

Oakley Housing Fund
SB 341 Annual Reporting Requirements for Housing Successors to Redevelopment Agencies
For Fiscal Year Ended June 30, 2024

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

a. ROPS Schedule Funding	$0
b. Loan Payments Received	$6.069
c. Interest Earnings on Cash Balances	$37,458
Total Deposits	$43,526

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

a. Cash	$418,852
b. Restricted for Current Payables	$0
c. Available Cash Balance	$418,852

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

a. Monitoring and Preserving LT Affordability of Units	$3,419
b. Homeless Prevention	$0
c. Development of Housing	$0
d. Other (accounting, bank fees, etc.)	$47,120
Total Expenditures	$50,539

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

a. Real Property Owned	$0
b. Loans Receivable	$12,452,208
Total	$12,452,208

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

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

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

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

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

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

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

   The Oakley Housing Fund is obligated to pay the remaining deferred impact fee obligation related to the Oakley Cypress Associates project. The balance at June 30, 2024SB, including interest, was $1,1,247,013.

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

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

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

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

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

   N/A.

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

    a. 44%

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

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

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

RESOLUTION NO. -25

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OAKLEY MAKING FINDINGS AND APPROVING THE HOUSING ELEMENT ANNUAL PROGRESS REPORT (REPORTING YEAR 2024)

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

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

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

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

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

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

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

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

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

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

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

1. The City has completed the Housing Element Annual Progress Report for reporting year 2024, which outlines the progress the City has made on the goals and policies outlined in the Housing Element:

    a. The City shall meet the State Department of Housing and Community Development Department (HCD) requirements to ensure the City is providing adequate housing types for all income groups.

    b. Compliance with HCD requirements will provide for orderly and well-balanced growth within the City.

PASSED, APPROVED AND ADOPTED this 25th day of March 2025 by the following vote.

AYES:
NOES:
ABSTENTION:
ABSENT:

APPROVED:

_____
Shannon Shaw, Mayor

ATTEST:

_____ _____
Kim Snodgrass, City Clerk Date

DATE: March 25, 2025

Approved and Forwarded to the City Council

TO: Joshua McMurray, City Manager

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

SUBJECT: Adopt a Resolution authorizing the City Manager to execute the program supplement agreement under the master agreement with the State of California Department of Transportation - CIP Project No. 302 – East Cypress Road Widening (Jersey Island Road to Bethel Island Road) Project, Federal Aid Project No. PLBPL-5477(010)

Background and Analysis

The State of California Department of Transportation (Caltrans) processes and administers Federal and State grants to municipalities. Prior to the use of such grants, Caltrans requires municipalities to execute agreements with the State of California for the allocation of these grants.

The City has utilized Federal and State grants in the past years such as: Regional Surface Transportation Program (RSTP), Highway Bridge Program (HBP), Congestion Mitigation and Air Quality Improvement Program (CMAQ), Safe Route to School (SR2S) in the past, and the above referenced Caltrans agreements are very standard on these grants funded projects.

With each grant funded project, a Program Supplement Agreement specific to the project is required to engage the terms of the Master Agreement between the City of Oakley and the State of California that has been in effect for many years.

The release of Federal and State funds can only take place upon the signing of the Program Supplement Agreement by an authorized municipality official. The authorized official and the project must be clearly identified in the resolution approved by the City Council as required by Caltrans.

Funds will be released to municipalities after the official approved resolution is presented to Caltrans. This can be done for the: CIP 302 – East Cypress Road Widening (Jersey Island Road to Bethel Island Road) Project, Federal Aid Project No. PLBPL-5477(010). The allocation of these funds were obtained through the hard work and support the City received from Assemblymember Lori Wilson.

This project will widen and improve East Cypress Road from Jersey Island Road to Bethel Island Road. The improvements will include a new 4 lane roadway, curb and gutter, sidewalks, bicycle lanes, traffic signal, streetlights, and median islands.

Consistency with the Oakley Strategic Plan 27+

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

Fiscal Impact

The City was awarded a $2,000,000 grant for this project that is administered by Caltrans. The adoption of this resolution will authorize the acceptance of this grant funding and its processing by Caltrans.

Staff Recommendation

Staff recommend that the City Council adopt a resolution authorizing the City Manager to execute the Program Supplement Agreement with the State of California Department of Transportation.

Attachments

1) Resolution

RESOLUTION NO. __-25

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OAKLEY AUTHORIZING THE CITY MANAGER TO EXECUTE A PROGRAM SUPPLEMENT AGREEMENT UNDER THE MASTER AGREEMENT WITH THE STATE OF CALIFORNIA DEPARTMENT OF TRANSPORTATION FOR CIP PROJECT NO. 302 – EAST CYPRESS ROAD WIDENING (JERSEY ISLAND ROAD TO BETHEL ISLAND ROAD) PROJECT, FEDERAL AID PROJECT NO. PLBPL-5477(010)

WHEREAS, the City of Oakley is eligible to receive Federal and/or State funding for certain transportation projects, through the California Department of Transportation; and

WHEREAS, Master Agreements, Program Supplemental Agreements, Fund Exchange Agreements, and /or Fund Transfer Agreements need to be executed with the State of California Department of Transportation before such funds can be claimed; and

WHEREAS, the City of Oakley wishes to delegate authorization to execute this program supplement agreement and any amendment thereto to the City Manager; and

NOW, THEREFORE, BE IT RESOLVED AND ORDERED, by the City Council of the City of Oakley that Joshua McMurray, City Manager is authorized to execute all Master Agreements, Program Supplemental Agreements, Fund Exchange Agreements, Fund Transfer Agreements and any amendments thereto with the California Department of Transportation.

PASSED AND ADOPTED by the City Council of the City of Oakley at a meeting held on the 25th of March 2025 by the following vote:

AYES:
NOES:
ABSENT:
ABSTENTIONS:

APPROVED:

_____
Shannon Shaw, Mayor

ATTEST:

_____ _____
Kim Snodgrass, City Clerk Date

STAFF REPORT

OAKLEY
CALIFORNIA

Approved and Forwarded to the City Council

DATE: March 25, 2025
TO: City Council
FROM: Joshua McMurray, City Manager
SUBJECT: Adopt a Resolution Authorizing the City Manager to execute the First Amendment to the Agreement with Baker Tilly US, LLP

Summary and Background

In June of 2024, Staff engaged with Baker Tilly US, LLP for contract services related to the new Oakley Library and Community Center project. The specific services centered around helping Staff develop research, plan, develop and help facilitate the process for a Request for Proposals that would also be used as the Notification of Availability (NOA) as required by the Surplus Land Act. The original contract was for a not to exceed cost of $49,500 and this proposed amendment would add $30,000 to the existing contract to finish the remainder of the work.

Consistency with the Oakley Strategic Plan 27+

This item is consistent with the Strategic Plan 27+ 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.*

Fiscal Impact

The fiscal impact for this contract amendment will be an additional $30,000 from budgeted funds.

Staff Recommendation

Adopt the Resolution authorizing the City Manager to execute the First Amendment to the Agreement with Baker Tilly US, LLP.

Attachments

1. Resolution
2. Proposed plan of work
3. Original Agreement with Baker Tilly US, LLP dated June 24 ,2024

RESOLUTION NO. XX-25

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OAKLEY AUTHORIZING THE CITY MANAGER TO EXECUTE THE FIRSTAMENDMENT TO THE AGREEMENT WITH BAKER TILLY US, LLP FOR CONTRACT SERVICES RELATED TO THE NEW OAKLEY LIBRARY AND COMMUNITY CENTER PROJECT

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 the First Amendment (an exact copy of which is attached hereto as Exhibit A) to the agreement with Baker Tilly US, LLP for contract services related to the new Oakley Library and Community Center project dated June 24, 2024.

PASSED, APPROVED AND ADOPTED this 25th day of March, 2025 by the following vote:

AYES:

NOES:

ABSTENTION:

ABSENT:

APPROVED:

_____
Shannon Shaw, Mayor Date

ATTEST:

_____
Kim Snodgrass, City Clerk Date

March 11, 2025

Baker Tilly US, LLP
2570 W El Camino Real
Suite 640
Mountain View, CA 94040
(949) 809 5588
bakertilly.com

Mr. Joshua McMurray
City Manager
City of Oakley
3231 Main Street
Oakley, CA 94561

Delivered electronically

Dear Mr. McMurray:

Thank you for the opportunity to submit this augmentation proposal to continue assisting the City with its vision to construct a new library and community center in downtown Oakley. As you know, we were engaged by the City in June 2024, to assist with the solicitation process to select a developer to construct a new library and community center on city-owned property adjacent to City Hall under a public private partnership, with a potential affordable housing component. This effort followed studies that evaluated the feasibility of locating a library on the City's "O'Hara Block," then subsequent direction by the City Council to pursue a larger project on property adjacent to City Hall.

As our engagement progressed, it was determined by the City, in conjunction with the California Department of Housing and Community Development, that a solicitation could be conducted to consider development on the two (non-contiguous) parcels, one or both of which could include an affordable housing component. These deliberations included research and follow up discussions as to whether the solicitation could suffice as the vehicle to provide public noticing requirements under the Surplus Land Act.

The ongoing deliberations lengthened the solicitation timeline and required a level of effort above that envisioned under our initial scope of services. We have prepared the following scope augmentation to continue providing assistance with the developer selection process, including efforts to provide affordable housing developers an opportunity to provide proposals and negotiate in good faith with the City (which may considerably lengthen the project timeline given state requirements for negotiating with affordable housing developers).

The following augmented plan of work builds on these past efforts.

Proposed plan of work

Augmentation Activity 3: Prepare solicitation documents and assist with develop selection process

This augmentation activity consists of facilitating the solicitation process, including attendance at a mandatory pre-proposal conference, receiving and preparing addenda in response to prospective proposer questions, compiling and evaluating submittals, coordinating good faith efforts to negotiate with affordable housing and other developers, and assisting with the contract award process.

Professional fees

Baker Tilly proposes to complete the augmented scope of work for a not-to-exceed cost of $30,000, to be billed on an hourly basis as services are provided. Our fee proposal assumes 80 hours of staff time, which equates to approximately five hours per over a 16-week period. No changes will be made to the project team engaged in the assignment.

City of Oakley
March 11, 2025

Conclusion

The City of Oakley is a valued client of Baker Tilly. Thank you for the opportunity to make tangible contributions to your success. Our team is excited to earn your trust, and we look forward to discussing your questions and feedback about this request.

Sincerely,



Carol Jacobs, Managing Director
Baker Tilly US, LLP
+1 (949) 809 5588 | carol.jacobs@bakertilly.com

Accepted for the City of Oakley by:

Name: _____

Title: _____

Date: _____

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SHORT FORM
SERVICES AGREEMENT BETWEEN
THE CITY OF OAKLEY AND BAKER TILLY ADVISORY GROUP, LP

THIS SERVICES AGREEMENT for professional consulting services is entered into by and between the City of Oakley, a municipal corporation in the State of California (hereinafter referred to as "City") and Baker Tilly Advisory Group, LP., a Limited Partnership (hereinafter referred to as "Contractor") effective as of June 24, 2024 (“Effective Date”).

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

1.1 **Term of Services.** The term of this Agreement shall begin on the date first noted above and shall continue until terminated by either party.

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

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

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

Section 2. **COMPENSATION.** City hereby agrees to pay Contractor a sum not to exceed the amount described in Exhibit A, attached hereto and incorporated herein. City shall pay Contractor for services rendered pursuant to this

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Agreement at the time and in the manner set forth herein. These payments shall be the only payments from City to Contractor for services rendered pursuant to this Agreement. Contractor shall submit invoices to City each month for services provided.

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

2.1 **Invoices.** Contractor shall submit invoices after a session has taken place and will be coded for processing the day it is received. Invoices shall be on Contractor's Letterhead (or formal invoice form) and contain the following information:

- The date(s) of the billing period;
- A description of services for which payment is requested;
- Amount due

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

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

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

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

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

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

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

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

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

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

f. Universal Waste. Contractor shall dispose of batteries, mercury containing devices and lamps, and certain consumer electronics at a

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recycling center designated by Oakley Disposal Service, Inc.

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

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

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

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

- Obtain such insurance and deduct and retain the amount of the premiums for such insurance from any sums due under the Agreement;
- Order Contractor to stop work under this Agreement or withhold any payment that becomes due to Contractor

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hereunder, or both stop work and withhold any payment, until Contractor demonstrates compliance with the requirements hereof; and/or

- Terminate this Agreement.

Section 6. INDEMNIFICATION AND CONTRACTOR'S RESPONSIBILITIES

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

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

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

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

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Section 7. STATUS OF CONTRACTOR.

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

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

Section 8. LEGAL REQUIREMENTS.

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

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

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

8.4 **Licenses and Permits.** Contractor represents and warrants to City that Contractor and its employees, agents, and any subcontractors have all licenses, permits, qualifications, and approvals of

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

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

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

Section 9. TERMINATION AND MODIFICATION.

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

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

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

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

9.3 **Assignment and Subcontracting.** City and Contractor recognize and agree that this Agreement contemplates personal performance by Contractor and is based upon a determination of Contractor's

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

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

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

Section 10. KEEPING AND STATUS OF RECORDS.

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

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

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

Section 11 MISCELLANEOUS PROVISIONS.

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

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

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

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

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

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

Contractor shall not employ any official of City in the work

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performed pursuant to this Agreement. No officer or employee of City shall have any financial interest in this Agreement that would violate California Government Code Sections 1090 et seq.

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

§ 1090 and, if applicable, will be disqualified from holding public office in the State of California.

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

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

11.9 **Contract Administration.** This Agreement shall be administered by the Assistant to the City Manager ("Contract Administrator"). All correspondence shall be directed to or through the Contract Administrator or his or her designee.

11.10 **Notices.**

Any written notice to Contractor shall be sent to:

Baker Tilly Advisory Group, LP
Attn: Carol Jacobs, Managing Director
carol.jacobs@bakertilly.com
18500 Von Karman Ave. 10th Floor
Irvine, CA 92612

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Any written notice to City shall be sent to:

City of Oakley
Attn: Joshua McMurray, City Manager
mcmurray@ci.oakley.ca.us
3231 Main St.
Oakley, CA 94561

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

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

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

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

CITY:

City of Oakley, a municipal corporation

DocuSigned by:
Joshua McMurray
2571533459F6461...
Joshua McMurray,
City Manager

Attest:

DocuSigned by:
29B7C944FA3F4E0...
Libby Vreonis, City Clerk

CONTRACTOR:

Baker Tilly Advisory Group, LP., a Limited Partnership

DocuSigned by:
Carol Jacobs
2B477C02DAC2463...
Carol Jacobs
Managing Director

Approved as to Form:

DocuSigned by:
DEREK COLE
83E4F0F185874AB...
Derek Cole, City Attorney

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EXHIBIT A
Scope of Work and Compensation Schedule

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June 17, 2024

Baker Tilly Advisory Group, LP
2570 W El Camino Real
Suite 640
Mountain View, CA 94040
+1 (949) 809 5588
bakertilly.com

Mr. Joshua McMurray
City Manager
City of Oakley
3231 Main Street
Oakley, CA 94561

Delivered electronically

Dear Mr. McMurray:

Thank you for the opportunity to provide a proposal to continue to assist the City of Oakley with its vision of constructing a new library and community center in downtown Oakley. As the project has grown substantially in scope, City leaders must reach considerable funding goals and enter into a mutually beneficial public/private partnership with a developer in the next several months. Baker Tilly is uniquely situated to help the City realize this vision.

We have prepared a scope of work that reflects our understanding of the City's goals. Our proposed team members have helped local governments across California and throughout the United States to implement mixed use projects under public/private partnerships.

Proposed plan of work

Our scope of work is based on three activities associated with preparing for and conducting a solicitation process to select a developer. Once the solicitation process is in the planning phase, we would be happy to provide an additional plan of work for providing as-need advice and analysis on development considerations and owner-representation services during the design and construction phases of the project.

Activity 1: Start project and review background information

This activity consists of preparing for and conducting a virtual kickoff meeting, providing a list of information and data for collection, and reviewing background information provided by the City.

Activity 2: Gather relevant data and information

This activity consists of preparing for and conducting up to 10 interviews with key staff members and consultants, to learn about current project status, stakeholder engagement to date, potential challenges and to discuss funding options and strategies.

The purpose of this activity is to understand the City's financial, cultural, commercial and residential goals for the project so that they can be clearly articulated in the solicitation documents prepared in Activity 3.

Activity 3: Prepare solicitation documents and assist with developer selection process

This activity consists of determining the most advantageous process to select a developer and preparing the solicitation documents. Facets of Activity 3 include the following:

- Evaluating best practice solicitation methods for obtaining proposals from the most qualified developers
- Drafting a detailed scope of work

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- Preparing the solicitation documents with the following minimum elements:
  - Project background
  - Instructions to proposers
  - Developer requirements
  - Evaluation criteria and process
  - Key contractual terms and conditions
  - Contract award process and project timelines
  - Supporting documentation
- Identification of potentially qualified development partners
- Conducting outreach to the development community
- Facilitating the solicitation process, including compilation/evaluation of submittals and coordination of shortlist interviews
- Assisting with developer selection, including coordination of contract negotiations, communication of selection process results and preparation of staff report to award the contract

About Baker Tilly

Celebrating more than 90 years serving our valued clients

As a future-looking firm, we celebrate more than 90 years in the marketplace by honoring our roots and continuing to shape our future. We embrace the fact that local governments can't stand still — and we won't stand still. As we help our clients identify new needs and opportunities, we innovate and change to work better.

Delivering specialized expertise to our public sector clients

Unlike many of our contemporaries, Baker Tilly is organized by industry, not service line. What does this mean for the City of Oakley? It means you will be served by a carefully selected team that blends our government-focused professionals with experienced specialists in staffing and organizational analysis. The City will be working with knowledgeable professionals who understand the specific challenges you face — and who will provide innovative solutions to help you overcome them.

State and local government is a complex, unique environment shaped by fiscal, regulatory and operational considerations not found in other industries. We recognize this complexity, and we are eager to serve as a truly valued advisor to the public sector. Nationwide, our state and local government practice has served more than 4,000 state and local governmental entities, including municipalities, special districts, counties, public utilities, school districts and transit.

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SUPPORTING STATE AND LOCAL GOVERNMENTS WITH SPECIALIZED EXPERTISE
The City of Oakley will benefit from the insight Baker Tilly has gained from serving thousands of public sector clients across the United States.

Comprehensive services for local governments

Your team is ready to help you find solutions to overcome the obstacles that stand between you and your goals. We provide a full range of service offerings for state and local governments, including those listed below.

FULL RANGE OF KEY SERVICE OFFERINGS FOR LOCAL GOVERNMENTS	
Accounting services and assurance	Housing and economic development
Capital planning	Human capital services
Cybersecurity consulting	Management services
Classification and compensation study	Organizational assessment
Efficiency studies	Organizational development
Executive coaching	Process improvement
Executive performance assessment	Rate and user fee studies
Executive recruitment	Risk advisory and internal audit
Federal funding advisory	Service sharing and service consolidation
Financial planning, budgeting and analysis	Strategic planning

Aligning key engagement team members with your goals

Your handpicked team of professionals offers a collaborative focus supported by the breadth and depth of our firm's national resources. We believe in strong personal relationships, and this means a personal interest in the City from some of our most experienced team members. Engagement team members are introduced below.

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ENGAGEMENT TEAM FOR THE CITY OF OAKLEY



Andrew Belknap — Managing director

Project role: Project director

Andy has more than 20 years of local government experience, including service as a city manager, public works director, a variety of interim management positions and as a consultant to California municipalities and special districts. He specializes in government financial management and has led numerous projects to address structural fiscal deficits.

A trained economist, Andy brings special expertise to fiscal analysis and public finance issues. His blend of quantitative skills, coupled with a practitioner's understanding of public services and management systems, adds value to all types of organizational and policy analyses.



Pete Gonda — Senior manager

Project role: Project manager

Pete brings more than 20 years of experience in municipal government to his work helping local governments improve their operations. His consulting and local government experience both include an emphasis on analytics, budgeting, procurement management, contracts and performance measurement. He served as purchasing officer for the City of Sunnyvale, California for nine years, where he managed an award-winning centralized purchasing division with $42 million in annual operational spending. In this role, Pete bid and was awarded $80 million in capital projects under a federally funded local economic stimulus program at a 30% savings and implemented continuous process improvements for a variety of services. He also served as a senior management analyst in Sunnyvale's Finance Department, where his responsibilities included intergovernmental relations, policy analysis and revenue/expense management, including cost of service studies and related activities. Pete has also worked in Sunnyvale's Department of Public Safety, the City of San Jose's Office of Economic Development and the City of Saratoga's City Manager's Office.



Marta Purdy, AICP — Director

Project role: Subject matter specialist

Marta joined Baker Tilly in 2021 and has more than 15 years of experience in urban redevelopment, project management, and execution of public private partnership (P3) projects. Marta is a strategic thinker that leverages creative insights to achieve economic and social impacts. Marta works with complex internal and external project partners to set clear visions, develop and execute complex financial and financing strategies, and manage project execution. Before joining Baker Tilly, Marta worked at a Midwest-focused redevelopment and urban planning consulting firm for over 12 years. Marta earned a Master of City and Regional Planning from the University of North Carolina at Chapel Hill.

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City of Oakley
June 17, 2024

ENGAGEMENT TEAM FOR THE CITY OF OAKLEY



David Earnhart, AIA, LEED-AP — Senior manager

Project role: Subject matter specialist

David has more than 20 years of experience in entitlements, design and development, including residential, hospitality, educational and industrial properties. He will make sure our services meet your expectations and that deliverables presented to the City meet quality assurance standards for all phases of your development projects.

Professional fee

Baker Tilly proposes to complete the scope of work for Activities 1 through 3 for a fixed cost of $49,500, inclusive of all expenses and fees.

ACTIVITY	PROPOSED FEE
1. Start project and review background information	$7,000
2. Gather relevant data and information	$10,200
3. Prepare solicitation documents and assist with developer selection process	$32,300
Total	**$49,500**

Conclusion

The City of Oakley is a valued client of Baker Tilly, and I will be personally involved in all aspects of our relationship, from planning through completion. Thank you for the opportunity to make tangible contributions to your success. Our team is excited to earn your trust, and we look forward to discussing your questions and feedback.

Sincerely,



Carol Jacobs, Managing Director
+1 (949) 809 5588 | carol.jacobs@bakertilly.com

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Exhibit B
Insurance Requirements

Specific Insurance Requirements and Required Policy Limits

PROFESSIONAL SERVICES CONTRACTS:

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

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

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

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

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

Other Insurance Provisions

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

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

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

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

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

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

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

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

1. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
2. Insurance must be maintained and evidence of insurance must be provided ***for at least five (5) years after completion of the contract of work.***

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3. If coverage is canceled or non-renewed, and not ***replaced with another claims-made policy form with a Retroactive Date*** prior to the contract effective date, the Consultant must purchase "extended reporting" coverage for a minimum of ***five (5)*** years after completion of contract work.

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

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

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

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CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY) 06/20/2024

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

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

PRODUCER
Aon Risk Services Northeast, Inc.
New York NY Office
One Liberty Plaza
165 Broadway, Suite 3201
New York NY 10006 USA

CONTACT NAME:
PHONE (A/C. No. Ext): (312) 381-1000 **FAX (A/C. No.):** (312) 381-7007
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A:	National Fire Ins. Co. of Hartford	20478
INSURER B:	The Continental Insurance Company	35289
INSURER C:	American Casualty Co. of Reading PA	20427
INSURER D:	Continental Casualty Company	20443
INSURER E:		
INSURER F:		

INSURED
Baker Tilly US, LLP
& Baker Tilly Advisory Group, LP
P.O. Box 7398
4807 Innovate Lane
Madison WI 53707-7398 USA

COVERAGES **CERTIFICATE NUMBER:** 570106533020 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE / X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY / PRO-JECT / X LOC OTHER:			C6016751638 General Liability	01/01/2024	01/01/2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$1,000,000 $1,000,000 $5,000 $1,000,000 $2,000,000 $2,000,000
A	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY / SCHEDULED AUTOS X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY			BUA 6016751641 Auto	01/01/2024	01/01/2025	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$1,000,000
B	X UMBRELLA LIAB / X OCCUR EXCESS LIAB / CLAIMS-MADE DED / RETENTION			CUE6016723001 Umbrella	01/01/2024	01/01/2025	EACH OCCURRENCE AGGREGATE	$5,000,000 $5,000,000
B C D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N: N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		WC616751624 WC623746823 WC643413436 Workers Compensation	01/01/2024 01/01/2024 01/01/2024	01/01/2025 01/01/2025 01/01/2025	X PER STATUTE / OTH-ER E.L. EACH ACCIDENT E.L. DISEASE-EA EMPLOYEE E.L. DISEASE-POLICY LIMIT	 $1,000,000 $1,000,000 $1,000,000

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

The City of Oakley, its officers, officials, employees, and volunteers are added as Additional Insured as respects the General Liability and Automobile Liability as required per written contract. Umbrella is a follow form. Notice of cancellation will be provided in accordance with the policy provisions. A waiver of subrogation in favor of Additional Insured as respect the General Liability, Auto Liability and Workers Compensation pursuant to a written contract.

CERTIFICATE HOLDER

City of Oakley
3231 Main St.
Oakley, CA 94561 USA

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Aon Risk Services Northeast, Inc.

Holder Identifier : Carol Jacobs

Certificate No : 570106533020

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CNA

CNA PARAMOUNT

General Liability Extension Endorsement

It is understood and agreed that this endorsement amends the **COMMERCIAL GENERAL LIABILITY COVERAGE PART** as follows. If any other endorsement attached to this policy amends any provision also amended by this endorsement, then that other endorsement controls with respect to such provision, and the changes made by this endorsement with respect to such provision do not apply.

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1. ADDITIONAL INSUREDS

a. **WHO IS AN INSURED** is amended to include as an **Insured** any person or organization described in paragraphs **A.** through **K.** below whom a **Named Insured** is required to add as an additional insured on this **Coverage Part** under a written contract or written agreement, provided such contract or agreement:

(1) is currently in effect or becomes effective during the term of this **Coverage Part**; and

(2) was executed prior to:

(a) the **bodily injury** or **property damage**; or

(b) the offense that caused the **personal and advertising injury**,

for which such additional insured seeks coverage.

b. However, subject always to the terms and conditions of this policy, including the limits of insurance, the Insurer will not provide such additional insured with:

(1) a higher limit of insurance than required by such contract or agreement; or

(2) coverage broader than required by such contract or agreement, and in no event broader than that described by the applicable paragraph **A.** through **K.** below.

Any coverage granted by this endorsement shall apply only to the extent permissible by law.

A. Controlling Interest

Any person or organization with a controlling interest in a **Named Insured**, but only with respect to such person or organization's liability for **bodily injury**, **property damage** or **personal and advertising injury** arising out of:

1. such person or organization's financial control of a **Named Insured**; or

2. premises such person or organization owns, maintains or controls while a **Named Insured** leases or occupies such premises;

provided that the coverage granted by this paragraph does not apply to structural alterations, new construction or demolition operations performed by, on behalf of, or for such additional insured.

B. Co-owner of Insured Premises

A co-owner of a premises co-owned by a **Named Insured** and covered under this insurance but only with respect to such co-owner's liability for **bodily injury**, **property damage** or **personal and advertising injury** as co-owner of such premises.

C. Grantor of Franchise

Any person or organization that has granted a franchise to a **Named Insured**, but only with respect to such person or organization's liability for **bodily injury**, **property damage** or **personal and advertising injury** as grantor of a franchise to the **Named Insured**.

D. Lessor of Equipment

Any person or organization from whom a **Named Insured** leases equipment, but only with respect to liability for **bodily injury**, **property damage** or **personal and advertising injury** caused, in whole or in part, by the **Named Insured's** maintenance, operation or use of such equipment, provided that the **occurrence** giving rise to such **bodily injury**, **property damage** or the offense giving rise to such **personal and advertising injury** takes place prior to the termination of such lease.

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E. Lessor of Land

Any person or organization from whom a **Named Insured** leases land but only with respect to liability for **bodily injury**, **property damage** or **personal and advertising injury** arising out of the ownership, maintenance or use of such land, provided that the **occurrence** giving rise to such **bodily injury** or **property damage**, or the offense giving rise to such **personal and advertising injury**, takes place prior to the termination of such lease. The coverage granted by this paragraph does not apply to structural alterations, new construction or demolition operations performed by, on behalf of, or for such additional insured.

F. Lessor of Premises

An owner or lessor of premises leased to the **Named Insured**, or such owner or lessor's real estate manager, but only with respect to liability for **bodily injury**, **property damage** or **personal and advertising injury** arising out of the ownership, maintenance or use of such part of the premises leased to the **Named Insured**, and provided that the **occurrence** giving rise to such **bodily injury**, **property damage** or the offense giving rise to such **personal and advertising injury** takes place prior to the termination of such lease. The coverage granted by this paragraph does not apply to structural alterations, new construction or demolition operations performed by, on behalf of, or for such additional insured.

G. Mortgagee, Assignee or Receiver

A mortgagee, assignee or receiver of premises but only with respect to such mortgagee, assignee or receiver's liability for **bodily injury**, **property damage** or **personal and advertising injury** arising out of the **Named Insured's** ownership, maintenance, or use of a premises by a **Named Insured**.

The coverage granted by this paragraph does not apply to structural alterations, new construction or demolition operations performed by, on behalf of, or for such additional insured.

H. State or Governmental Agency or Subdivision or Political Subdivisions – Permits

A state or governmental agency or subdivision or political subdivision that has issued a permit or authorization, but only with respect to such state or governmental agency or subdivision or political subdivision's liability for **bodily injury**, **property damage** or **personal and advertising injury** arising out of:

1. the following hazards in connection with premises a **Named Insured** owns, rents, or controls and to which this insurance applies:

a. the existence, maintenance, repair, construction, erection, or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoistaway openings, sidewalk vaults, street banners, or decorations and similar exposures; or

b. the construction, erection, or removal of elevators; or

c. the ownership, maintenance or use of any elevators covered by this insurance; or

2. the permitted or authorized operations performed by a **Named Insured** or on a **Named Insured's** behalf.

The coverage granted by this paragraph does not apply to:

a. **Bodily injury**, **property damage** or **personal and advertising injury** arising out of operations performed for the state or governmental agency or subdivision or political subdivision; or

b. **Bodily injury** or **property damage** included within the **products-completed operations hazard**.

With respect to this provision's requirement that additional insured status must be requested under a written contract or agreement, the Insurer will treat as a written contract any governmental permit that requires the **Named Insured** to add the governmental entity as an additional insured.

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I. Trade Show Event Lessor

1. With respect to a **Named Insured's** participation in a trade show event as an exhibitor, presenter or displayer, any person or organization whom the **Named Insured** is required to include as an additional insured, but only with respect to such person or organization's liability for **bodily injury**, **property damage** or **personal and advertising injury** caused by:

a. the **Named Insured's** acts or omissions; or

b. the acts or omissions of those acting on the **Named Insured's** behalf,

in the performance of the **Named Insured's** ongoing operations at the trade show event premises during the trade show event.

2. The coverage granted by this paragraph does not apply to **bodily injury or property damage included within the products-completed operations hazard**.

J. Vendor

Any person or organization but only with respect to such person or organization's liability for **bodily injury** or **property damage** arising out of **your products** which are distributed or sold in the regular course of such person or organization's business, provided that:

1. The coverage granted by this paragraph does not apply to:

a. **bodily injury** or **property damage** for which such person or organization is obligated to pay **damages** by reason of the assumption of liability in a contract or agreement unless such liability exists in the absence of the contract or agreement;

b. any express warranty unauthorized by the **Named Insured**;

c. any physical or chemical change in any product made intentionally by such person or organization;

d. repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;

e. any failure to make any inspections, adjustments, tests or servicing that such person or organization has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;

f. demonstration, installation, servicing or repair operations, except such operations performed at the such person or organization's premises in connection with the sale of a product;

g. products which, after distribution or sale by the **Named Insured**, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for such person or organization; or

h. **bodily injury** or **property damage** arising out of the sole negligence of such person or organization for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:

(1) the exceptions contained in Subparagraphs **d.** or **f.** above**;** or

(2) such inspections, adjustments, tests or servicing as such person or organization has agreed with the **Named Insured** to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.

2. This Paragraph **J.** does not apply to any insured person or organization, from whom the **Named Insured** has acquired such products, nor to any ingredient, part or container, entering into, accompanying or containing such products.

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3. This Paragraph **J.** also does not apply:

a. to any vendor specifically scheduled as an additional insured by endorsement to this **Coverage Part**;

b. to any of **your products** for which coverage is excluded by endorsement to this **Coverage Part**; nor

c. if **bodily injury** or **property damage** included within the **products-completed operations hazard** is excluded by endorsement to this **Coverage Part**.

K. Other Person Or Organization

Any person or organization who is not an additional insured under Paragraphs **A.** through **J.** above. Such additional insured is an **Insured** solely for **bodily injury**, **property damage** or **personal and advertising injury** for which such additional insured is liable because of the **Named Insured**'s acts or omissions.

The coverage granted by this paragraph does not apply to any person or organization:

1. for **bodily injury**, **property damage**, or **personal and advertising injury** arising out of the rendering or failure to render any professional service;

2. for **bodily injury** or **property damage** included within the **products-completed operations hazard**; nor

3. who is specifically scheduled as an additional insured on another endorsement to this **Coverage Part**.

2. ADDITIONAL INSURED - PRIMARY AND NON-CONTRIBUTORY TO ADDITIONAL INSURED'S INSURANCE

A. The **Other Insurance** Condition in the **COMMERCIAL GENERAL LIABILITY CONDITIONS** Section is amended to add the following paragraph:

If the **Named Insured** has agreed in writing in a contract or agreement that this insurance is primary and non-contributory relative to an additional insured's own insurance, then this insurance is primary, and the Insurer will not seek contribution from that other insurance. For the purpose of this Provision **2.**, the additional insured's own insurance means insurance on which the additional insured is a named insured.

B. With respect to persons or organizations that qualify as additional insureds pursuant to paragraph **1.K.** of this endorsement, the following sentence is added to the paragraph above:

Otherwise, and notwithstanding anything to the contrary elsewhere in this Condition, the insurance provided to such person or organization is excess of any other insurance available to such person or organization.

3. BODILY INJURY – EXPANDED DEFINITION

Under **DEFINITIONS** the definition of **bodily injury** is deleted and replaced by the following:

Bodily injury means physical injury, sickness or disease sustained by a person, including death, humiliation, shock, mental anguish or mental injury sustained by that person at any time which results as a consequence of the physical injury, sickness or disease.

4. BROAD KNOWLEDGE OF OCCURRENCE/ NOTICE OF OCCURRENCE

Under **CONDITIONS,** the condition entitled **Duties in The Event of Occurrence, Offense, Claim or Suit** is amended to add the following:

A. BROAD KNOWLEDGE OF OCCURRENCE

The **Named Insured** must give the Insurer or the Insurer's authorized representative notice of an **occurrence**, offense or **claim** only when the **occurrence**, offense or **claim** is known to a natural person **Named Insured**, to a partner, executive officer, manager or member of a **Named Insured**, or to an **employee** designated by any of the above to give such notice.

B. NOTICE OF OCCURRENCE

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The **Named Insured**'s rights under this **Coverage Part** will not be prejudiced if the **Named Insured** fails to give the Insurer notice of an **occurrence**, offense or **claim** and that failure is solely due to the **Named Insured's** reasonable belief that the **bodily injury** or **property damage** is not covered under this **Coverage Part**. However, the **Named Insured** shall give written notice of such **occurrence**, offense or **claim** to the Insurer as soon as the **Named Insured** is aware that this insurance may apply to such **occurrence**, offense or **claim**.

5. BROAD NAMED INSURED

WHO IS AN INSURED is amended to delete its Paragraph **3.** in its entirety and replace it with the following:

3. Pursuant to the limitations described in Paragraph **4.** below, any organization in which a **Named Insured** has management control:

a. on the effective date of this **Coverage Part**; or

b. by reason of a **Named Insured** creating or acquiring the organization during the **policy period**,

qualifies as a **Named Insured**, provided that there is no other similar liability insurance, whether primary, contributory, excess, contingent or otherwise, which provides coverage to such organization, or which would have provided coverage but for the exhaustion of its limit, and without regard to whether its coverage is broader or narrower than that provided by this insurance.

But this **BROAD NAMED INSURED** provision does not apply to:

(a) any partnership, limited liability company or joint venture; or

(b) any organization for which coverage is excluded by another endorsement attached to this **Coverage Part**.

For the purpose of this provision, management control means:

A. owning interests representing more than 50% of the voting, appointment or designation power for the selection of a majority of the Board of Directors of a corporation; or

B. having the right, pursuant to a written trust agreement, to protect, control the use of, encumber or transfer or sell property held by a trust.

4. With respect to organizations which qualify as **Named Insureds** by virtue of Paragraph **3.** above, this insurance does not apply to:

a. **bodily injury** or **property damage** that first occurred prior to the date of management control, or that first occurs after management control ceases; nor

b. **personal or advertising injury** caused by an offense that first occurred prior to the date of management control or that first occurs after management control ceases.

5. The insurance provided by this **Coverage Part** applies to **Named Insureds** when trading under their own names or under such other trading names or doing-business-as names (dba) as any **Named Insured** should choose to employ.

6. ESTATES, LEGAL REPRESENTATIVES, AND SPOUSES

The estates, heirs, legal representatives and **spouses** of any natural person **Insured** shall also be insured under this policy; provided, however, coverage is afforded to such estates, heirs, legal representatives, and **spouses** only for **claims** arising solely out of their capacity or status as such and, in the case of a **spouse**, where such **claim** seeks **damages** from marital community property, jointly held property or property transferred from such natural person **Insured** to such **spouse**. No coverage is provided for any act, error or omission of an estate, heir, legal representative, or **spouse** outside the scope of such person's capacity or status as such, provided however that the **spouse** of a natural person **Named Insured** and the **spouses** of members or partners of joint venture or partnership **Named Insureds** are **Insureds** with respect to such **spouses'** acts, errors or omissions in the conduct of the **Named Insured's** business.

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not be deemed to be **damages** for **personal and advertising injury** and will not reduce the limits of insurance.

D. This **PERSONAL AND ADVERTISING INJURY - LIMITED CONTRACTUAL LIABILITY** Provision does not apply if **Coverage B –Personal and Advertising Injury Liability** is excluded by another endorsement attached to this **Coverage Part**.

17. PROPERTY DAMAGE – ELEVATORS

A. Under **COVERAGES**, **Coverage A** – **Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended such that the **Damage to Your Product** Exclusion and subparagraphs **(3)**, **(4)** and **(6)** of the **Damage to Property** Exclusion do not apply to **property damage** that results from the use of elevators.

B. Solely for the purpose of the coverage provided by this **PROPERTY DAMAGE – ELEVATORS** Provision, the **Other Insurance** conditions is amended to add the following paragraph:

This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis that is Property insurance covering property of others damaged from the use of elevators.

18. SUPPLEMENTARY PAYMENTS

The section entitled **SUPPLEMENTARY PAYMENTS – COVERAGES A AND B** is amended as follows:

A. Paragraph **1.b.** is amended to delete the $250 limit shown for the cost of bail bonds and replace it with a $5,000. limit; and

B. Paragraph **1.d.** is amended to delete the limit of $250 shown for daily loss of earnings and replace it with a $1,000. limit.

19. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS

If the **Named Insured** unintentionally fails to disclose all existing hazards at the inception date of the **Named Insured's Coverage Part**, the Insurer will not deny coverage under this **Coverage Part** because of such failure.

20. WAIVER OF SUBROGATION - BLANKET

Under **CONDITIONS**, the **Transfer Of Rights Of Recovery Against Others To Us** Condition is amended to add the following:

The Insurer waives any right of recovery the Insurer may have against any person or organization because of payments the Insurer makes for injury or damage arising out of:

1. the **Named Insured's** ongoing operations; or

2. **your work** included in the **products-completed operations hazard**.

However, this waiver applies only when the **Named Insured** has agreed in writing to waive such rights of recovery in a written contract or written agreement, and only if such contract or agreement:

1. is in effect or becomes effective during the term of this **Coverage Part**; and

2. was executed prior to the **bodily injury**, **property damage** or **personal and advertising injury** giving rise to the **claim**.

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All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.

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EXTENDED COVERAGE - BA PLUS - FOR HIRED AND NON-OWNED AUTOS

It is understood and agreed that this endorsement amends the **BUSINESS AUTO COVERAGE FORM** as follows. If any other endorsement attached to this policy amends any provision also amended by this endorsement, then that other endorsement controls with respect to such provision, and the changes made by this endorsement to such provision do not apply.

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  - 2. Newly Acquired Organizations
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  - 4. Employee-Hired Autos
- B. Increased Loss of Earnings Allowance
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II. AMENDMENTS TO PHYSICAL DAMAGE COVERAGE
- A. Increased Loss of Use Expense
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III. AMENDMENTS TO BUSINESS AUTO CONDITIONS
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- A. Broadened Bodily Injury

I. AMENDMENTS TO LIABILITY COVERAGE

A. Amendments to Who Is An Insured

Under **SECTION II – COVERED AUTOS LIABILITY COVERAGE**, the paragraph entitled **Who Is An Insured** is amended to add the following:

1. Majority Owned Corporations

Any incorporated entity in which you own a majority of the voting stock on the inception date of this Coverage Form is an **insured**, but only if such entity is not an **insured** under any other liability "policy" that provides **auto** coverage.

2. Newly Acquired Organizations

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Any organization you newly acquire or form during the policy period, other than a limited liability company, partnership or joint venture, and in which you maintain majority ownership interest is an **insured**, but only if such organization is not an **insured** under any other liability "policy" that provides **auto** coverage. The insurance afforded by this provision:

a. Is effective on the date of acquisition or formation of the organization, and applies until:

(1) The end of the policy period of this Coverage Form; or

(2) The next anniversary of this Coverage Form's inception date,

whichever is earlier; and

b. Does not apply to **bodily injury** or **property damage** caused by an **accident** that occurred before you acquired or formed the organization.

3. Additional Insureds Required By Written Contract

Any person or organization that you are required by written contract to make an additional insured under this insurance is an **insured**, but only with respect to that person or organization's legal liability for acts or omissions of a person who qualifies as an **insured** for Liability Coverage under **SECTION II - WHO IS AN INSURED** of this Coverage Form.

4. Employee-Hired Autos

Any **employee** of yours is an **insured** while operating with your permission an **auto** hired or rented under a contract in that **employee's** name, while performing duties related to the conduct of your business.

With respect to provisions **A.1.** and **A.2.** above, "policy" includes those policies that were in force on the inception date of this Coverage Form, but:

i. Which are no longer in force; or

ii. Whose limits have been exhausted.

B. Increased Loss of Earnings Allowance

Under **SECTION II – COVERED AUTOS LIABILITY COVERAGE**, the paragraph entitled **Coverage Extensions** is amended under **Supplementary Payment** subparagraph **(4)** to delete the $250. a day limit for loss of earnings and replace it with a $500. a day limit.

C. Fellow Employee Coverage

Under **SECTION II – COVERED AUTOS LIABILITY COVERAGE**, the paragraph entitled **Exclusions** is amended to delete the exclusion entitled **Fellow Employee.**

II. AMENDMENTS TO PHYSICAL DAMAGE COVERAGE

A. Increased Loss of Use Expense

Under **SECTION III – PHYSICAL DAMAGE COVERAGE**, the paragraph entitled **Coverage Extensions** is amended under **Loss of Use Expenses** to delete the maximum of $600., and replace it with a maximum of $800.

B. Broadened Electronic Equipment Coverage

Under **SECTION III – PHYSICAL DAMAGE COVERAGE**, the paragraph entitled **Exclusions** is amended to delete paragraphs **5.a** through **5.d.** in their entirety, and replace them with the following:

5. Exclusions **4.c.** and **4.d.** above do not apply to **loss** to any electronic equipment that at the time of **loss** is:

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a. Permanently installed in or upon a covered **auto**, nor to such equipment's antennas or other accessories used with such equipment. A $100 deductible applies to this provision, and supersedes any otherwise applicable deductible; or

b. Designed to be operated solely by use of the power from the **auto's** electrical system and is:

(1) Removable from a housing unit which is permanently installed in or upon the covered **auto**;

(2) An integral part of the same unit housing any electronic equipment described in paragraphs **a.** or **b.(1)** above; or

(3) Necessary for the normal operation of the covered **auto** or the monitoring of the covered **auto's** operating system.

III. AMENDMENTS TO BUSINESS AUTO CONDITIONS

A. Knowledge of Accident or Loss

Under **BUSINESS AUTO CONDITIONS**, the **Loss Condition** entitled **Duties In the Event of Accident, Claims, Suit, or Loss** is amended to add the following subparagraph **a.(4)**:

(4) If your **employees** know of an **accident** or **loss**, this will not mean that you have such knowledge until such **accident** or **loss** is known to a natural person Named Insured, to a partner, executive officer, manager or member of a Named Insured, or to an **employee** designated by any of the above to be your insurance manager.

B. Knowledge of Documents

Under **BUSINESS AUTO CONDITIONS**, the **Loss Condition** entitled **Duties In the Event of Accident, Claims, Suit, or Loss** is amended to add the following subparagraph **b.(6)**:

(6) If your **employees** know of documents concerning a claim or **suit**, this will not mean that you have such knowledge until such documents are known to a natural person Named Insured, to a partner, executive officer, manager or member of a Named Insured, or to an **employee** designated by any of the above to be your insurance manager.

C. Waiver of Subrogation

Under **BUSINESS AUTO CONDITIONS**, the **Loss Condition** entitled **Transfer Of Rights Of Recovery Against Others To Us** is amended to add the following:

We waive any right of recovery we may have, because of payments we make for injury or damage, against any person or organization for whom or which you are required by written contract or agreement to obtain this waiver from us.

This injury or damage must arise out of your activities under a contract with that person or organization.

You must agree to that requirement prior to an **accident** or **loss.**

D. Unintentional Failure To Disclose Hazards

Under **BUSINESS AUTO CONDITIONS**, the **General Condition** entitled **Concealment, Misrepresentation or Fraud** is amended to add the following:

Your failure to disclose all hazards existing on the inception date of this Coverage Form shall not prejudice you with respect to the coverage provided by this insurance, provided such failure or omission is not intentional.

E. Primary and Non-Contributory When Required By Contract

Under **BUSINESS AUTO CONDITIONS**, the **General Condition** entitled **Other Insurance** is amended to add the following:

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Notwithstanding provisions **5.a.** through **5.d.** above, the coverage provided by this Coverage Form shall be on a primary and non-contributory basis when required to be so by a written contract entered into prior to **accident** or **loss.**

IV. AMENDMENTS TO DEFINITIONS

A. Broadened Bodily Injury

Under **DEFINITIONS**, the definition of **bodily injury** is deleted and replaced by the following:

Bodily injury means physical injury, sickness or disease sustained by a person, including death, mental anguish or mental injury sustained by that person which results as a consequence of the physical injury, sickness or disease.

All other terms and conditions of the policy remain unchanged

This endorsement, which forms a part of and is for attachment to the policy issued by the designated Insurers, takes effect on the Policy Effective date of said policy at the hour stated in said policy, unless another effective date (the Endorsement Effective Date) is shown below, and expires concurrently with said policy.

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BLANKET WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS

This endorsement changes the policy to which it is attached.

It is agreed that **Part One - Workers' Compensation Insurance G. Recovery From Others** and **Part Two - Employers' Liability Insurance H. Recovery From Others** are amended by adding the following:

We will not enforce our right to recover against persons or organizations. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

PREMIUM CHARGE - Refer to the Schedule of Operations

The charge will be an amount to which you and we agree that is a percentage of the total standard premium for California exposure. The amount is 2%.

All other terms and conditions of the policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the policy issued by the designated Insurers, takes effect on the Policy Effective Date of said policy at the hour stated in said policy, unless another effective date (the Endorsement Effective Date) is shown below, and expires concurrently with said policy unless another expiration date is shown below.

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CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
06/20/2024

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

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

PRODUCER
Aon Risk Services Northeast, Inc.
New York NY Office
One Liberty Plaza
165 Broadway, Suite 3201
New York NY 10006 USA

CONTACT NAME:
PHONE (A/C. No. Ext): (866) 283-7122 **FAX (A/C. No.):** (800) 363-0105
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A:	Columbia Casualty Company	31127
INSURER B:		
INSURER C:		
INSURER D:		
INSURER E:		
INSURER F:		

INSURED
Baker Tilly US, LLP
& Baker Tilly Advisory Group, LP
P.O. Box 7398
4807 Innovate Lane
Madison WI 53707-7398 USA

COVERAGES **CERTIFICATE NUMBER:** 570106533130 **REVISION NUMBER:**

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

Limits shown are as requested

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	
	☐ CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	
							MED EXP (Any one person)	
							PERSONAL & ADV INJURY	
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	
	☐ OTHER:							
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	
	☐ ANY AUTO						BODILY INJURY (Per person)	
	☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	
	☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	
	☐ **UMBRELLA LIAB** ☐ OCCUR						EACH OCCURRENCE	
	☐ **EXCESS LIAB** ☐ CLAIMS-MADE						AGGREGATE	
	☐ DED ☐ RETENTION							
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N						☐ PER STATUTE ☐ OTH-ER	
	ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ N / A						E.L. EACH ACCIDENT	
	(Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE-EA EMPLOYEE	
							E.L. DISEASE-POLICY LIMIT	
A	Accountants Liability			ABF188122608 Professional Liability	10/01/2023	10/01/2024	Per Claim Aggregate	$1,000,000 $1,000,000

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

CERTIFICATE HOLDER

City of Oakley
3231 Main St.
Oakley, CA 94561 USA

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Aon Risk Services Northeast, Inc.

Holder Identifier : Carol Jacobs

Certificate No : 570106533130

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DATE: March 25, 2025

TO: Joshua McMurray, City Manager

FROM: Evan Gorman, Associate Planner

Approved and Forwarded to the City Council

SUBJECT: **Oakley Shops at Laurel Fields Master Sign Program and Sign Exception Permit (SP 25-01, SEP 25-01)**

Summary

This is an application by Regency Centers, LP (“Applicant”) requesting approval of a Master Sign Program and Sign Exception Permit (SP 25-01, SEP 25-01) for the Oakley Shops at Laurel Fields Shopping Center located at the northeast corner of O’Hara Avenue and Laurel Road and anchored by Safeway grocery store ("Project"). The Master Sign Program would cover the Safeway and five commercial buildings including multiple tenant spaces and a Safeway fuel station. The sign exception permit allows signage to be customized to the site's unique development. It ensures proportional signage for the structures and permits comparably sized signs on both the street-facing and interior-facing façades of the shopping center. The project site is zoned RB (Retail Business) District: APNs 035-220-036, 035-220-037.

Background

GENERAL PLAN AND ZONING

- The General Plan Land Use Designation for the project site is Commercial (“CO”) as depicted in the Oakley 2022 Focused General Plan Update Figure 2-2 (Land Use Diagram).
- The site is zoned RB (Retail Business) District as depicted on the City of Oakley Zoning Map.

SIGN ORDINANCE

Regulations for commercial signage are found in Chapter 5 of Title 9 of the Oakley Municipal Code ("OMC") (Regulations of Signs and Outdoor Advertising). Master Sign Program regulations are specifically found in OMC Section 9.5.124 (City Council Sign Permits). The City Council is the decision-making body with authority to approve or deny an application for a Master Sign Program. OMC Section 9.5.116 (Sign Permits) provides the general standards for approval when analyzing and deciding on the application.

SIGN EXCEPTION PERMIT

Under Section 9.5.126 of Oakley’s municipal code, applicants may submit proposals for signage that deviates from standard regulations. These applications are subject

to review by the City Council. The applicant is requesting approval of a Sign Permit Exception to increase the maximum size of signage on secondary frontages and to ensure the signage remains proportional to the size of the commercial buildings within the center and identifiable. A table is provided below that shows the proposed sign regulation that would exceed the Oakley Municipal Code (OMC):

Table 1 – Regulations in the Sign Program that exceed OMC

Oakley Municipal Code	Master Sign Program
Maximum cumulative sign area for Secondary building frontage: 1/2 square foot of sign area for each lineal foot of secondary building frontage, except that no sign may exceed 75 square feet.	Safeway's side elevation sign, viewable from O'Hara Avenue, would exceed this requirement by approximately 45%. Secondary signage for smaller tenants may equal the size of the primary signage so that businesses can be identified from both the road as well as from within the shopping center.

Project Description

A master sign program is designed to ensure uniform and consistent signage for an entire shopping center and to permit contextually appropriate signage when a development doesn't match the scale of typical site development. The proposed master sign program for Oakley Shops at Laurel Fields:

- Outlines the regulations around the approval process for new signs.
- Shows where signage is permitted on each of the seven Buildings.
- Creates a set of regulations for maximum sign area and height that is appropriate for the larger scale of this development.
- Sets regulations that can be reutilized for decades as tenants come and go.
- Describes the design of the proposed freestanding signs with the shopping center name on them.
- Provides standards for construction, maintenance, window signs, and temporary signs.

Analysis

The proposed Master Sign Program has been designed to ensure that all signage is compatible with the architectural character of the new shopping center. The placement and proportions of the signs are to be tailored to the scale of the individual tenant spaces, ensuring that both major and minor tenants have signage that is recognizable without being disproportionate to the façades. Additionally, the program encourages the use of professional materials. The program as presented

encourages uniform, high-quality signage, enhancing the overall appearance of the project.

A sign exception permit is warranted to allow for signage that exceeds typical municipal standards because the shopping center represents a larger-scale development than is ordinarily encountered in the City. The sign exception permit would allow signs appropriately scaled to the size of the development and allow signage that is in line with modern shopping centers. The Master Sign Program enables a consistent level of visibility throughout the center, ensuring that customers can clearly locate individual businesses. This unique shopping center requires appropriately scaled signs and the proposal demonstrates that the minor deviations from the code are both reasonable and in the public interest.

Environmental Review

This project is exempt from the requirements of the California Environmental Quality Act ("CEQA") pursuant to CEQA Guidelines [Section 15061(b)(3)] because it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment.

Consistency with the Oakley Strategic Plan 27+

Holding a public hearing on this item is consistent with the goals in the section of the Oakley Strategic Plan 27+ entitled, “Community and Economic Development Goal”. Reviewing applications for compliance with Oakley’s sign standards ensures thoughtful growth.

Fiscal Impact

There is no fiscal impact. This is a developer funded account. All Staff time and City of Oakley generated materials are charged to the account.

Staff Recommendation

Staff recommends the City Council adopt the resolution approving Oakley Shops at Laurel Fields Master Sign Program and Sign Exception Permit (SP 25-01, SEP 25-01), as conditioned.

Attachments

1. Vicinity Map
2. Public Hearing Notice
3. Oakley Shops at Laurel Fields Master Sign Program
4. Proposed Resolution

Vicinity Map

Oakley Shops at Laurel Fields Master Sign Program and Sign Exception Permit (SP 25-01, SEP 25-01)
Northeast corner of O'Hara Avenue and Laurel Road, Oakley, CA 94561 APNs: 035-220-036, 035-220-037



OAKLEY
CALIFORNIA

NOTICE OF PUBLIC HEARING

Notice is hereby given that on **March 25, 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 the item as described below:

Project Name: Oakley Shops at Laurel Fields Master Sign Program and Sign Exception Permit (SP 25-01, SEP 25-01)

Project Location: 998 Laurel Road, Oakley, CA 94561. Northeast corner of Laurel Road and O'Hara Avenue. APN 035-220-036, 035-220-037

Applicant: Regency Centers, LP, 1777 Botelho Drive, Walnut Creek, CA 94596. Contact Michelle Rooney at michellerooney@regencycenters.com

Request: Application by Regency Centers, LP ("Applicant") requesting approval of a Master Sign Program and Sign Exception Permit (SP 25-01, SEP 25-01) for the Oakley Shops at Laurel Fields Shopping Center located at the northeast corner of O'Hara Avenue and Laurel Road and anchored by Safeway grocery store ("Project"). The Master Sign Program would cover the Safeway and five commercial buildings including multiple tenant spaces and a Safeway fuel station. The sign exception permit allows signage to be customized to the site's unique development. It ensures proportional signage for the structures and permits comparably sized signs on both the street-facing and interior-facing façades of the shopping center. The project site is zoned RB (Retail Business) District: APN 035-220-036, 035-220-037.

How to Review: The Staff Report and its attachments will be available for public review, on or before **March 20, 2025** at City Hall, 3231 Main Street, Oakley, CA 94561 or online at www.ci.oakley.ca.us/agendas-minutes-videos-archive/ by navigating to the **March 25, 2025 City Council** agenda and clicking the project title link. (Note: City Hall is closed on the 1st and 3rd Fridays of each month). Interested persons are invited to submit written comments prior to and may testify at the public hearing. Written comments may be submitted to Evan Gorman, Associate Planner at the City of Oakley, 3231 Main Street, Oakley, CA 94561 or by email to Gorman@ci.oakley.ca.us.

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

City of Oakley
Planning Division
3231 Main Street
Oakley, CA 94561

This is a Notice of Public Hearing

MASTER SIGN PROGRAM

O'HARA AVE AND LAUREL ROAD, CA

PROPERTY OWNER:

OAKLEY REGENCY, LLC
1777 Botelho Dr. Ste 220
Walnut Creek, CA 94596

ARCHITECT:

JOHNSON LYMAN ARCHITECTS, LLC
1375 Locust St #202
Walnut Creek, 94596

Last updated: 02/19/2025

OAKLEY SHOPS AT LAUREL FIELDS



ADART

CA STATE CONTRACTOR LICENSE #826051

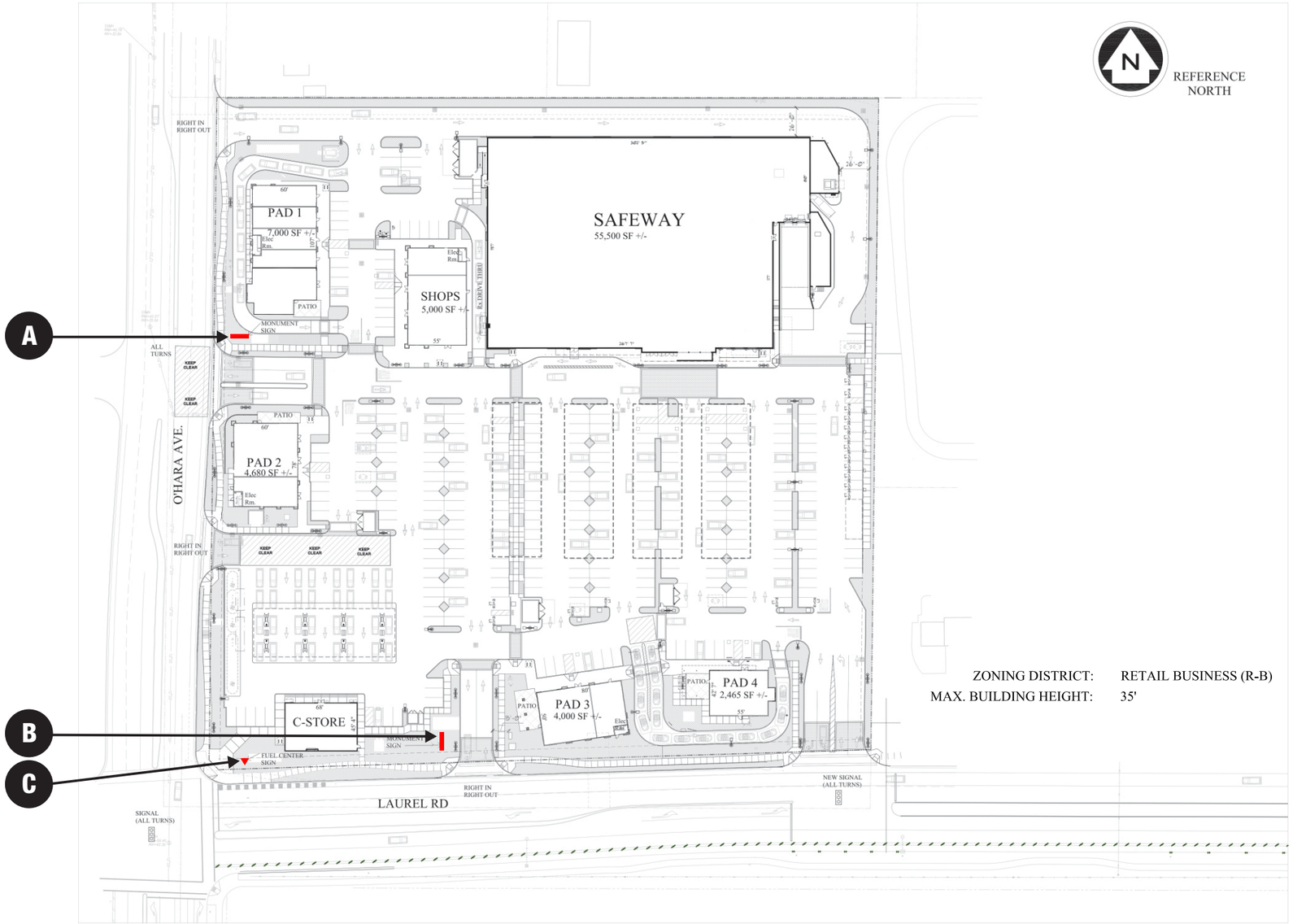
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7	**C**	Building Elevations & Allowed Sign Areas - Pad 2
8	**C**	Building Elevations & Allowed Sign Areas - Pad 3
9	**C**	Building Elevations & Allowed Sign Areas - Pad 4
10	**C**	Building Elevations & Allowed Sign Areas - C-Store
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SITE PLAN

SECTION A

A. Multiple tenant Monument sign
B. Pylon Sign
C. 3-Sided Fuel Center Monument Sign



GOALS & REQUIREMENTS

SECTION B

The goals of this Master Sign Program (MSP) are to:

1. Ensure uniform and consistent signage for the entire shopping center.
2. Preserve and enhance the appearance of the shopping center development.
3. Safeguard and enhance property values.
4. Encourage the use of quality signage that is integrated and harmonious with the buildings and the shopping center.

Requirements:

1. All proposed signage (including but not limited to wall, monument/ground, under canopy, and wayfinding signs) shall conform to this MSP document and the Oakley Municipal Code.
2. In the event of any conflict between the provisions of this MSP and the Oakley Municipal Code, the provisions of this MSP shall prevail.
3. Sign approval process. Before fabrication of each proposed sign or change of copy, tenants shall do the following:
   - Prepare a set of to-scale electronic plans of the proposed sign(s), which shall include the following details: site plan, tenant/store name, proposed location, quantity, size, style of lettering, material, type of illumination, section-thrus, installation details, color selection, logo design, and wall graphics.
   - Receive approval from the Landlord before submitting to the City of Oakley.
   - Submit applicable Building permit(s) for review and approval from the City of Oakley Building Division.
4. Tenant shall be responsible for the fulfillment of all requirements and specifications for proposed signage, including obtaining all applicable approvals, payment of applicable fees and expenses, installation, structural support, electrical services, and maintenance.
5. All signs subject to this MSP shall comply with all applicable laws, ordinances, rules, and regulations.
6. Any proposed variations, modifications, or additions to this MSP shall be submitted to the City of Oakley Director of Community Development for approval by separate Planning permit application.

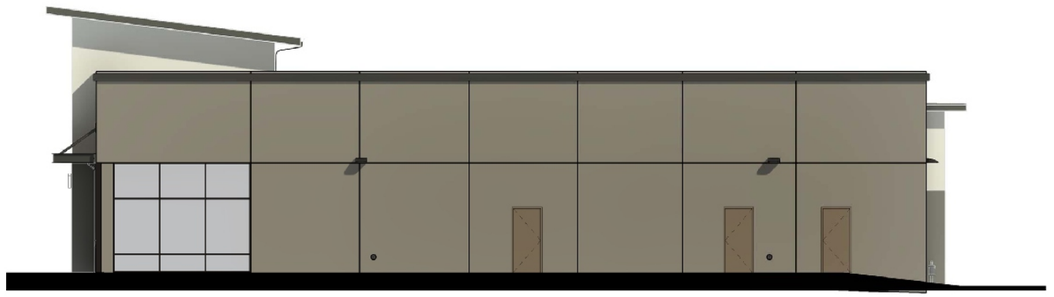
BUILDING ELEVATIONS & ALLOWED SIGN AREAS

SECTION C - SHOPS - 5000 SF +/-

*** The final allowable sign area is determined by the tenant's overall square footage at the time of leasing.**



North Elevation



East Elevation



South Elevation



West Elevation

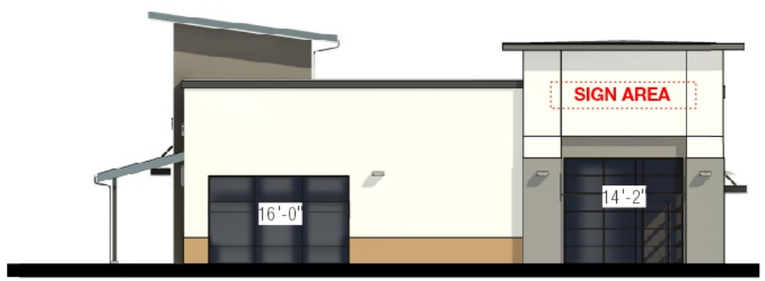
BUILDING ELEVATIONS & ALLOWED SIGN AREAS

SECTION C - PAD 1 - 7000 SF +/-

*** The final allowable sign area is determined by the tenant's overall square footage at the time of leasing.**



East Elevation



North Elevation



South Elevation



West Elevation

BUILDING ELEVATIONS & ALLOWED SIGN AREAS

SECTION C - PAD 2 - 4680 SF +/-

*** The final allowable sign area is determined by the tenant's overall square footage at the time of leasing.**



East Elevation



North Elevation



South Elevation



West Elevation

BUILDING ELEVATIONS & ALLOWED SIGN AREAS

SECTION C - PAD 3 - 4000 SF +/-

* The final allowable sign area is determined by the tenant's overall square footage at the time of leasing.



East Elevation



North Elevation



South Elevation



West Elevation

BUILDING ELEVATIONS & ALLOWED SIGN AREAS

SECTION C - PAD 4 - 2465 SF +/-

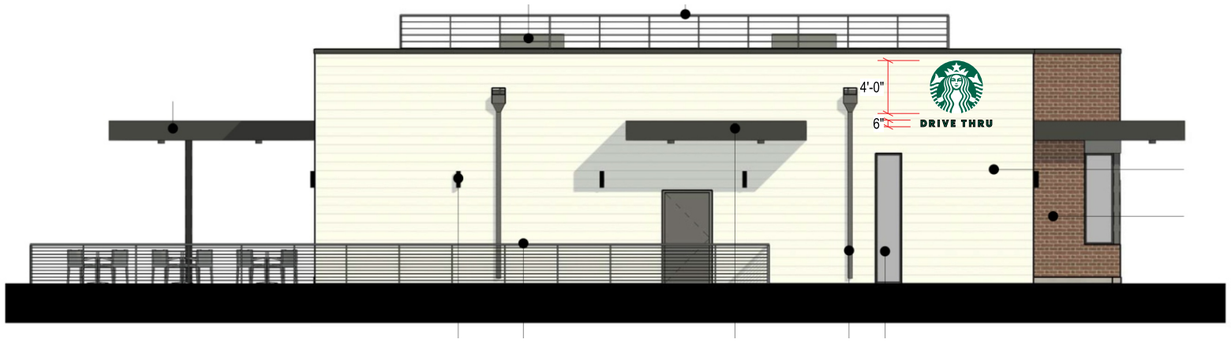
*** A change in store brand requires Shopping Center and City approval of new sign standards.**



East Elevation



North Elevation



South Elevation



West Elevation

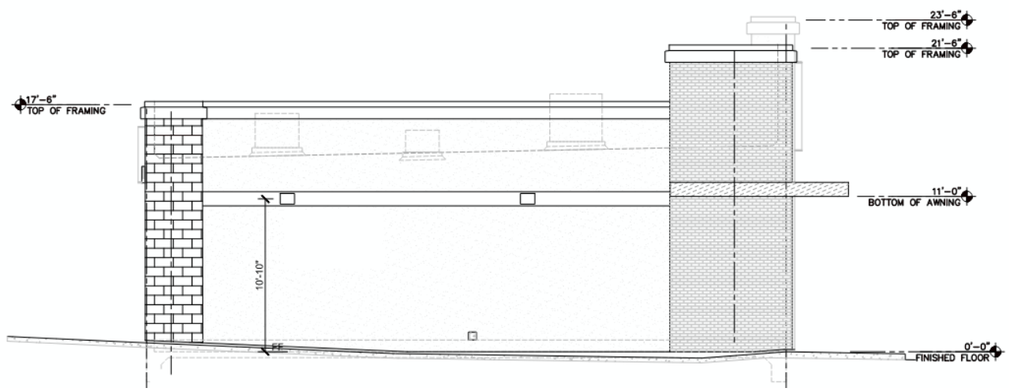
BUILDING ELEVATIONS & ALLOWED SIGN AREAS

SECTION C - C STORE -SAFEWAY

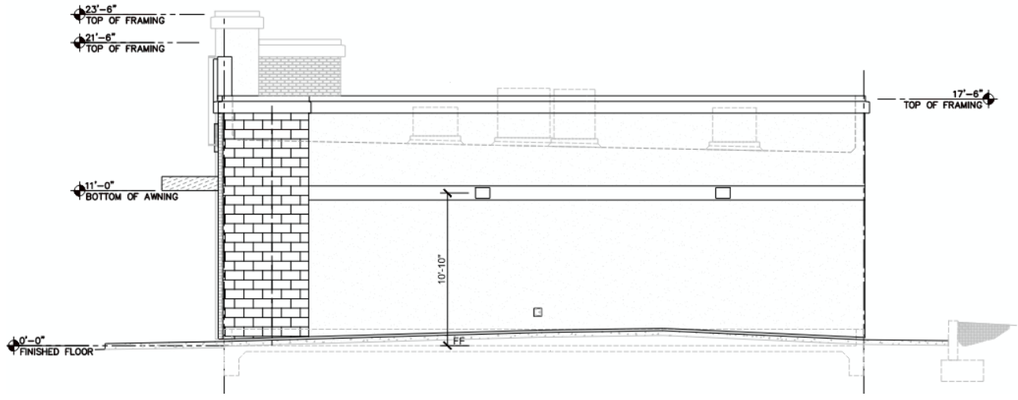
*** A change in store brand requires Shopping Center and City approval of new sign standards.**



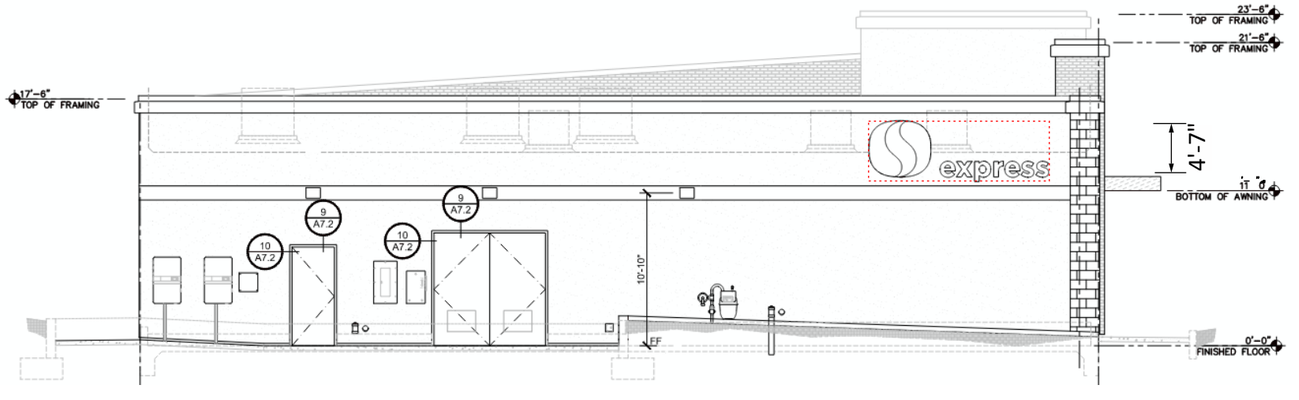
North Elevation



East Elevation



West Elevation

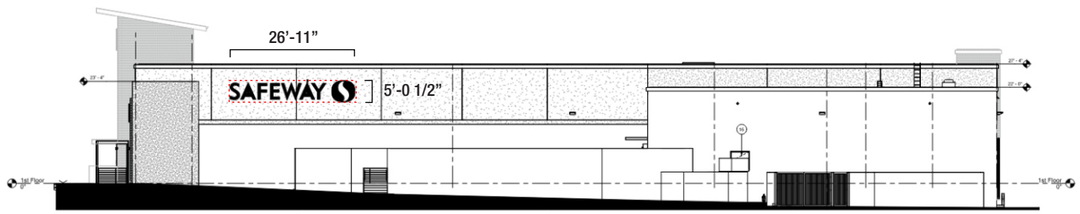


South Elevation

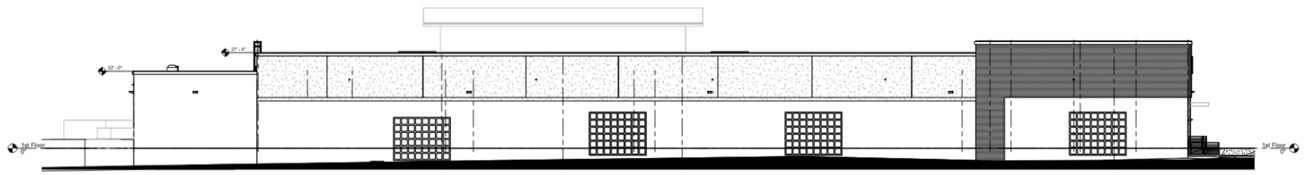
BUILDING ELEVATIONS & ALLOWED SIGN AREAS

SECTION C - SAFEWAY - 55,500 SF +/-

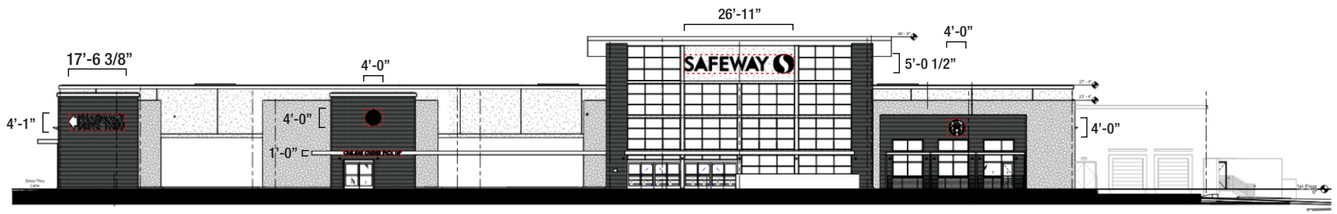
*** A change in store brand requires Shopping Center and City approval of new sign standards.**



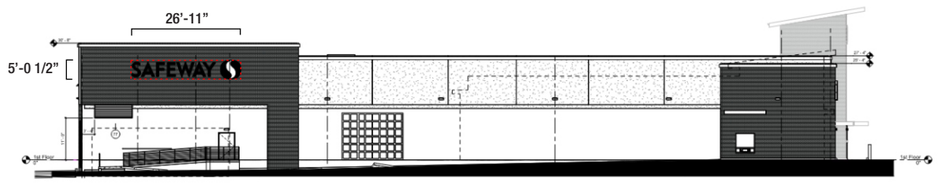
East Elevation



North Elevation



South Elevation

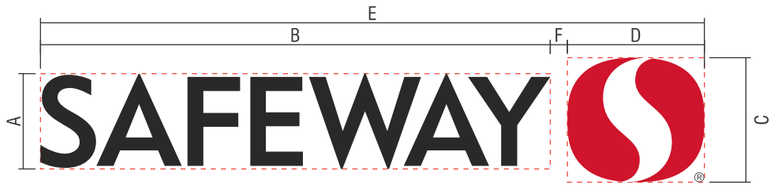


West Elevation

SAFEWAY SIGN SPECIFICATIONS

SECTION C - SAFEWAY - 55,500 SF +/-

*** A change in store brand requires Shopping Center and City approval of new sign standards.**



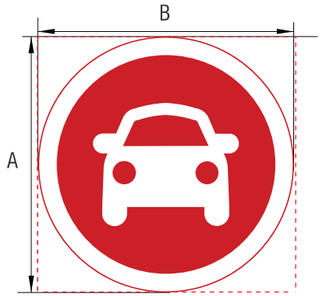
LED-Illum'd Channel Letters/Logo - Linear Remote						
A	B	C	D	E	F	BOXED AREA
3'-10 1/4''	20'-8''	5'-0 1/2''	5'-6 3/4''	26'-11''	8 1/4''	106.7 SF
4'-5''	23'-7 3/8''	5'-9''	6'-4''	30'-9''	9 1/2''	140.6 SF
5'-6''	29'-5 1/4''	7'-2 1/4''	7'-11''	38'-4''	1-0''	218.5 SF
6'-7 3/8''	35'-4 5/8''	8'-7 5/8''	9' 6''	46' 1''	1'-2 1/4''	314.1 SF



LED-Illum'd Channel Letters - Remote							
A	B	C	D	E	F	G	AREA
3'-8"	2'-7 3/8"	12'-4"	12'-8"	18"	18"	15'-9 5/8"	57.9 SF
4'-1"	2'-11"	13'-9"	14'-0 3/8"	20"	20"	17'-6 3/8"	71.56 SF
4'-10 1/4"	3'-6"	16'-5 1/2"	16'-10 1/2"	24"	24"	21'-0 3/4"	102.2 SF

MAINTAIN LETTER HEIGHT TO WIDTH RATIOS

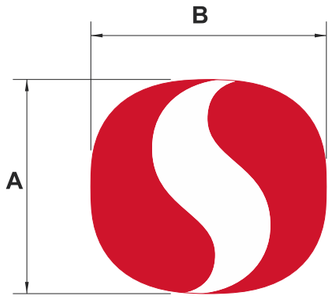
FOR DARK BUILDING COLORS, USE WHITE FACE MATERIAL
FOR LIGHT BUILDING COLORS, USE BLACK FACE MATERIAL



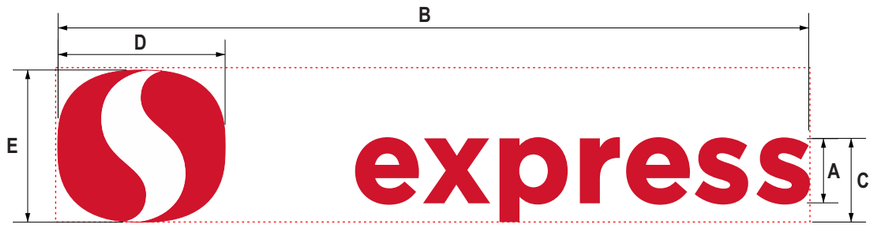
Non-Illum'd Aluminum Letters/LED Illum'd Logo - Stacked Standard Remote		
A	B	BOXED AREA
36"	36"	9 SF
48"	48"	16 SF
60"	60"	25 SF



6.17 SF



LED-Illum'd Channel Logo		
A	B	BOXED AREA
4'-0"	4'-4 ⅞"	17.6 SF
6'-0"	6'-7 ¼"	39.5 SF



LED Illuminated Channel Letters - Remote					
A	B	C	D	E	BOXED AREA
18"	17' - 4 1/4"	1' - 11 1/4"	3' - 10"	3' - 5 3/4"	60.64 SF
24"	23' - 1 3/4"	2' - 7"	5' - 1 1/4"	4' - 7 3/4"	107.49 SF

FREESTANDING SIGNS - MONUMENT

SECTION D

Tenant Panels - Internally Illuminated
Routed out alum,
1/2” acrylic push-thru letters/logo
Vinyl overlay graphics

Total Sign Area Per Side: 88.14 SF
Total number of monument: 1





FREESTANDING SIGNS - PYLON

SECTION D

Tenant Panels - Internally Illuminated
Routed out alum,
1/2” acrylic push-thru letters/logo
Vinyl overlay graphics

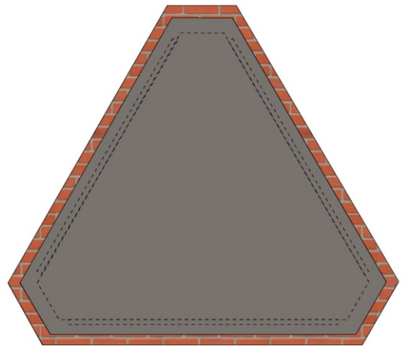
Total Sign Area Per Side: 90.97 SF
Total number of pylon: 1



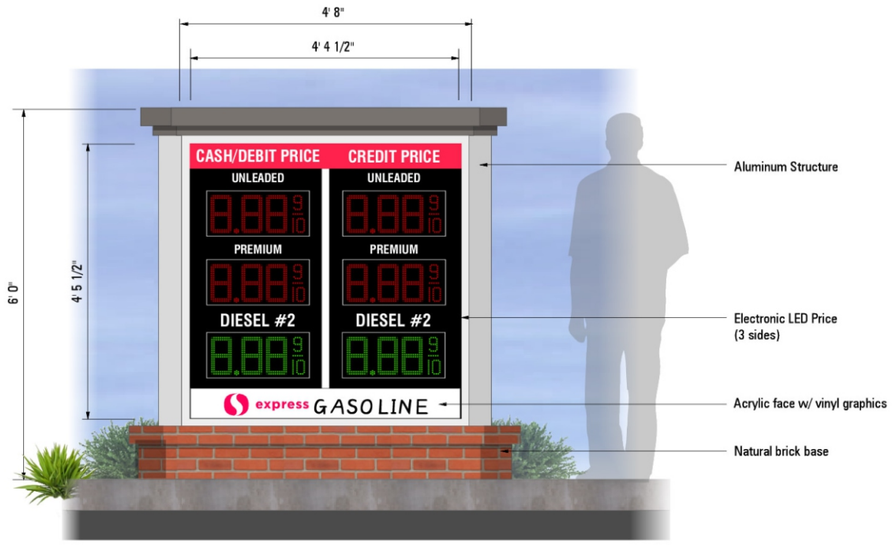
FREESTANDING SIGNS - 3-SIDED MONUMENT

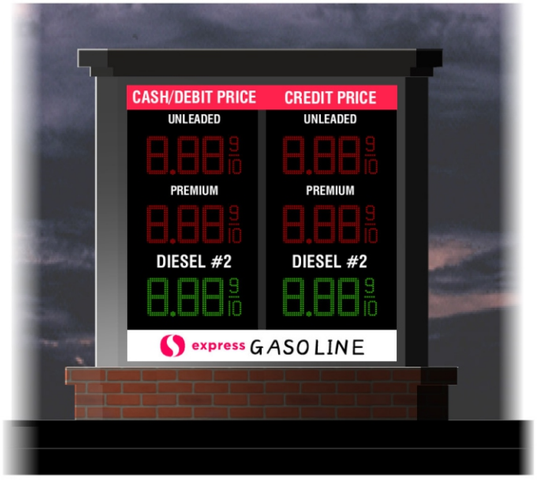
SECTION D

Total Sign Area (all 3 sides): 60.75 SF
Total number of 3-sided monument: 1



TOP VIEW SCALE: 1/2" = 1'-0"





ALLOWABLE SIGN TYPES

SECTION E



DAY



NIGHT



DAY



NIGHT

FACE ILLUMINATED

Illuminated Polycarbonate Faced, 3" deep Channel Letter display with through face illumination. Use standard aluminum construction with Matthews (or equivalent) satin acrylic polyurethane finish. Faces use translucent Lexan with trim cap. Illuminate with LED. Paint trim caps and returns any color.

HALO ILLUMINATED

Illuminated Reverse Pan, 3" deep Channel Letter display with halo illumination. Use standard aluminum construction with Matthews (or equivalent) satin acrylic polyurethane finish. Illuminate with LED. Paint faces and returns any color.

MATERIAL THICKNESS GUIDE:

Polycarbonate/Plexiglass Faces .125" Min
Aluminum Letter Backs .063" Min.
Aluminum Letter Returns .040" (19 gauge) Min

ALLOWABLE LETTERING & STYLE

SECTION E

*** Tenants shall primarily use Nationally Recognized Logo & Copy prior to considering Arial.**

Arial
ABCDEFGHIJKLMNOPQRST
UVWXYZabcdefghijklmnop
qrstuvwxyz1234567890

Arial Bold
ABCDEFGHIJKLMNOPQRST
UVWXYZabcdefghijklmnop
qrstuvwxyz1234567890

Arial Italic
ABCDEFGHIJKLMNOPQRST
UVWXYZabcdefghijklmnop
qrstuvwxyz1234567890

Arial
ABCDEFGHIJKLMNOPQRST
UVWXYZabcdefghijklmnop
qrstuvwxyz1234567890

Arial Narrow Bold
ABCDEFGHIJKLMNOPQRST
UVWXYZabcdefghijklmnop
qrstuvwxyz1234567890

Arial Narrow Italic
ABCDEFGHIJKLMNOPQRST
UVWXYZabcdefghijklmnop
qrstuvwxyz1234567890

ANCHOR TENANT SIGN SPECIFICATIONS

SECTION F

Tenants over 50,000 SF

Number of Signs (maximum)	10
Sign Area (maximum)	**Maximum cumulative sign area: Maximum cumulative area shall be divided among building frontages within the limits specified below:** • Primary building frontage: 1 square foot of sign area for each lineal foot of primary building frontage up to 150 linear feet. 1 square foot of sign area for each lineal foot of primary building frontage. Sign area shall not exceed 500 square feet. • Secondary building frontage: 1 square foot of sign area for each lineal foot of secondary building frontage, not to exceed 200 square feet.
Copy Height (maximum)	72 inches



* The size of a sign is measured by the square area of the sign face (to the perimeter of the sign) or, for random-element signs, the area of a circle or the smallest polygon containing six or fewer sides of the sign face. The supporting bracing, framework, or architectural embellishments of the sign that are clearly incidental to the display shall not be computed as sign area.

MAJOR TENANT SIGN SPECIFICATIONS

SECTION F

Tenants occupying entire pads & tenants over 3500 SF

Number of Signs (maximum)	3 (4 signs allowed if occupying full pad)
Sign Area (maximum)	**Maximum cumulative sign area: Maximum cumulative area shall be divided among building frontages within the limits specified below:** • Primary & secondary building frontage: 1 square foot of sign area for each lineal foot of primary building frontage up to 150 linear feet. 1 square foot of sign area for each lineal foot of primary building frontage. Sign area shall not exceed 150 square feet.
Copy Height (maximum)	36 inches

* Exception: Pad 4 and the C-Store may have primary logos with dimensions as depicted on page 9 and 10, respectively. A change in store brand requires Shopping Center and City approval of new sign standards.

* The size of a sign is measured by the square area of the sign face (to the perimeter of the sign) or, for random-element signs, the area of a circle or the smallest polygon containing six (6) or fewer sides of the sign face. The supporting bracing, framework, or architectural embellishments of the sign that are clearly incidental to the display shall not be computed as sign area.



MINOR TENANT SIGN SPECIFICATIONS

SECTION F

Tenants under 3500 SF

Number of Signs (maximum)	2 (3 signs allowed if located at a corner)
Sign Area (maximum)	1 square foot of sign area for each lineal foot of primary building frontage. Sign area shall not exceed 50 square feet.
Copy Height (maximum)	30 inches



* The size of a sign is measured by the square area of the sign face (to the perimeter of the sign) or, for random-element signs, the area of a circle or the smallest polygon containing six or fewer sides of the sign face. The supporting bracing, framework, or architectural embellishments of the sign that are clearly incidental to the display shall not be computed as sign area.

WINDOW SIGN SPECIFICATIONS

SECTION G

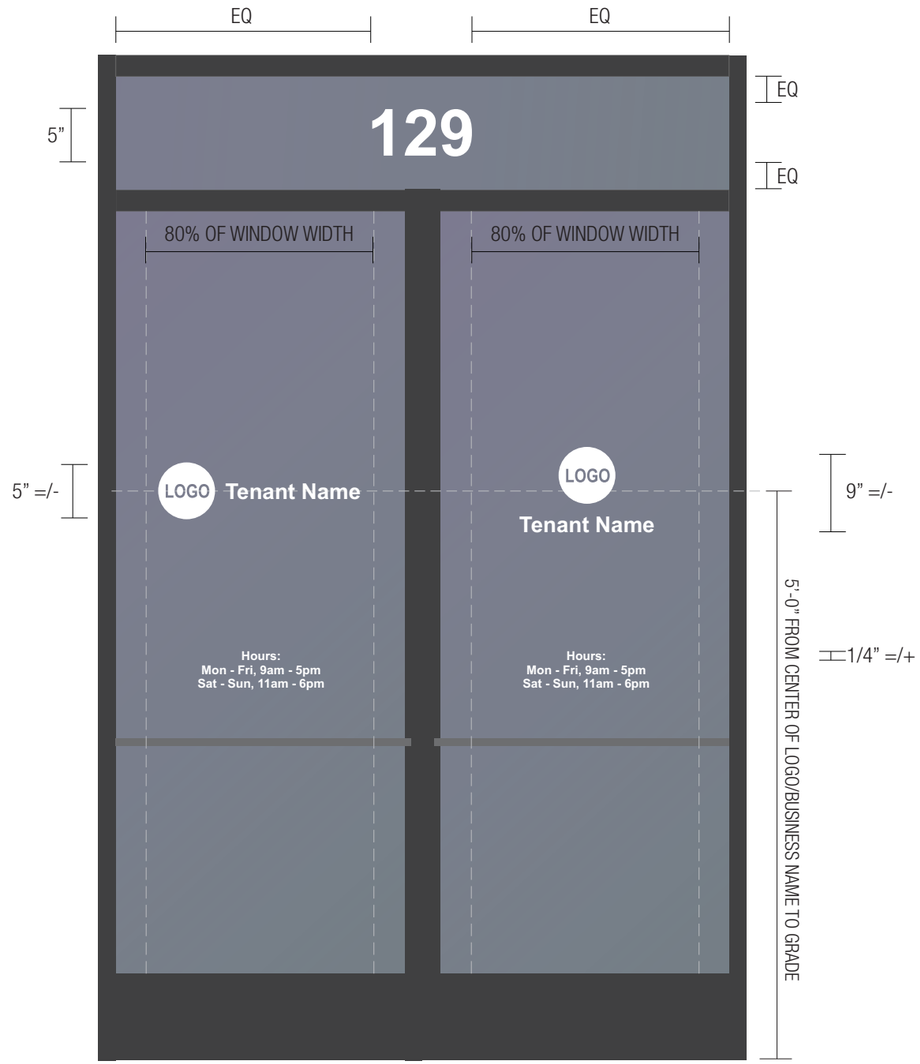
Window Signs. A permanent window sign shall be included in the maximum cumulative sign area for a use as specified in Sections 9.5.128 and 9.5.130 (specific land use signs), but need not obtain a sign permit when it complies with the following requirements:

- The window sign is not a residential building or a residential tenant space in a mixed use building; and
- The window sign is of professional quality; and
- The window sign is located only on a ground floor window. Ground floor windows include a ground floor window in an entry door identifying an above or below ground use to which the door leads; and
- The window sign shall occupy no more than thirty percent (30%) of the ground floor window area on any building frontage; and
- In the case of exposed neon signs and internally illuminated cabinet signs, the window sign shall be placed no closer than three linear feet to another neon or internally illuminated sign. When multiple neon or internally illuminated signs are posted, they shall be posted on a single horizontal plane.

Specifications:

1. Decals color to be White first surface applied vinyl. Letters shall be a minumum of 1/4" in height. All logos/copies shall not exceed 80% of door/window width. One-lined logo/copies shall not exceed 5" in height, and stacked logo/copies shall not exceed 9" in height.
2. Each tenant who has a non-customer door for receiving merchandise may have uniformly applied on said door in location, as directed by the Project Architect, in three (3) inch high block letters, the tenant's name and address. Where more than one tenant uses the same door, each name and address shall be applied. Colors of letters shall White first surface applied vinyl. Letters shall be a minumum of 1/4" in height.
3. Suite numbers are to be 5" tall White first surface applied vinyl. They are to be centered on the glass vertically and horizontally.

** See page 16 for Allowable Lettering & Style.*



DRIVE-THRU SIGN SPECIFICATIONS

SECTION G

Uses in this classification include fast-food restaurants, grocery stores, pharmacies, dry cleaners, and retail banks with drive-through window service.

- Menu signs in conjunction with a drive-through business, two menu boards not to exceed thirty (30) square feet each.
- Not more than three on-site directional signs will be placed in, at, along, or in reference to the drive-through aisle for drive-through use.

LEASING SIGN SPECIFICATIONS & INFORMATION

SECTION H

The signage standards ensure consistency of production, quality and brand integrity on a national level. Property signage has a significant impact on a center's appearance and should reflect high-quality standards.

Key Colors

Orange
7579C
C5 M77 Y95 K0

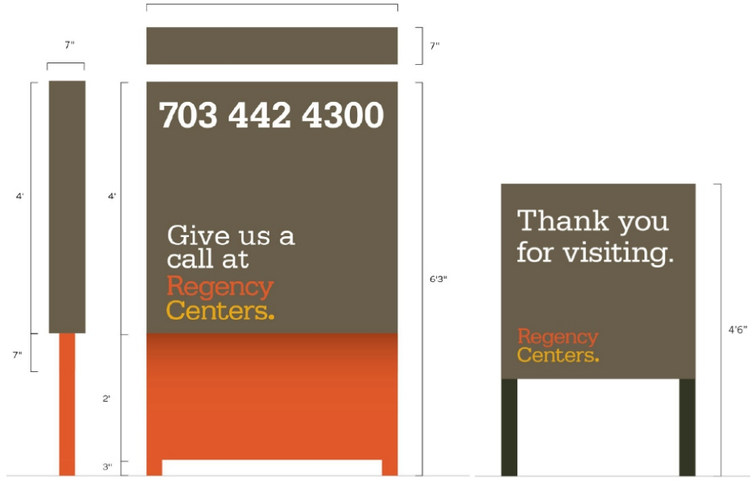
Gold
131C
C1 M36 Y100 K11

Sky
298C
C64 M9 Y1 K0

Navy
7700C
C83 M22 Y0 K61

Clay
405C
C43 M39 Y44 K45

Permanent In-Ground Property Signs



Temporary Window Signs



OTHER REQUIREMENTS & RESTRICTIONS

SECTION I

The following signs are prohibited:

1. Vertical copy signs
2. Signs projecting perpendicular to the building
3. Advertising devices such as attraction boards and flags
4. Painted, flashing, animated, audible, revolving, or other signs that create the illusion of an animation
5. Exposed bulb signs
6. Cabinet signs
7. Awning/canopy-mounted or hung signs
8. Sign company decals

Temporary Banners:

Businesses may display temporary banners for events like "Coming Soon" or "Grand Opening." All banners must be professionally produced, properly installed, and pre-approved by the landlord. They must adhere to MSP guidelines and applicable city requirements. Temporary banners are allowed for up to 60 days.

Construction & Maintenance Requirements:

1. Location of all sign panel/raceway conduit penetrations in fascia or building wall shall be indicated by the sign contractor on drawings submitted to the Landlord.
2. No junction boxes, lamps, wires, transformers, tubing, conduits, or neon crossovers shall be exposed.
3. All signs and raceways must bear the "U.L." label and must comply with the City of Oakley Building Division requirements.
4. Contractors installing signs shall be State-registered contractors and have a current City business license and insurance (per LL's minimum requirements).
5. Maintenance of the signs. Every sign and all parts, portions and materials comprising the sign, together with the frame background, raceway, support or anchorage, shall be maintained by Tenant in first-class condition and state of repair. The display surface of all signs shall be kept clean, neatly painted and free from rust or corrosion. All such signs shall comply with all applicable laws, ordinances, rules and regulations and the Shopping Center's MSP. Any crack, broken surface, malfunctioning light, missing sign copy or other un-maintained or damaged portion of a sign shall be repaired or replaced within thirty (30) calendar days following notification by LL. Any sign not properly maintained shall constitute a public nuisance and may be abated.
6. It will be the responsibility of the tenant to promptly remove all storefront signs and to satisfactorily patch holes, "cap-off" the electrical wiring repair all damage caused thereby upon vacating the premises.
7. Each sign contractor must seal off and touch up all mounting holes and leave premises free of debris after installation as well as after removal (upon vacating the Premises).
8. Tenants must connect their devices to the house timer to ensure all systems operate simultaneously. In cases where connection to the house timer is not feasible, tenants must adhere to the operating hours established by the landlord.

RESOLUTION NO. -25

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OAKLEY MAKING FINDINGS AND APPROVING A MASTER SIGN PROGRAM AND SIGN EXCEPTION PERMIT FOR THE PROJECT KNOWN AS "OAKLEY SHOPS AT LAUREL FIELDS (SP 25-01, SEP 25-01)" LOCATED AT THE NORTHEAST CORNER OF O'HARA AVENUE AND LAUREL ROAD; APNs 035-220-036, 035-220-037

WHEREAS, on January 28, 2025, Michelle Rooney of Regency Centers, LP ("Applicant") filed an application requesting approval of a Master Sign Program (SP 25-01) and Sign Exception Permit (SEP 25-01) for the Oakley Shops at Laurel Fields Shopping Center located at the northeast corner of O'Hara Avenue and Laurel Road, and anchored by Safeway Grocery Store. The project site is zoned RB (Retail Business) District and designated Commercial (CO) in the Oakley General Plan. APNs 035-220-036, 035-220-037; and

WHEREAS, the Applicant's plans include the Master Sign Program, its exhibits, and a conceptual site plan of the shopping center ("Plans"); and

WHEREAS, on February 25, 2025, the project application was deemed complete per Government Code Section 65920 et seq.; and

WHEREAS, the proposal for approval of a Master Sign Program and Sign Exception Permit is exempt from the requirements of the California Environmental Quality Act ("CEQA") pursuant to CEQA Guidelines [Section 15061 (b)(3)] because it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment; and

WHEREAS, on or before March 14, 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, outside the library at Freedom High School located at 1050 Neroly Road, and at the project site. The notice was also mailed out to all owners of property within a 500-foot radius of the project's boundaries, interested agencies, and to parties requesting such notice; and

WHEREAS, on March 25, 2025, the City Council opened the public hearing and received a report from City Staff, oral and written testimony from the Applicant and public, and deliberated on the project. At the conclusion of its deliberations, the City Council took a vote and adopted this resolution to approve the project, as revised by the City Council during its deliberations; and

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

WHEREAS, these Findings are based on the City's General Plan, the City's Sign Ordinance, and the information submitted to the City Council at its March 25, 2025, meeting, both written and oral, including oral information provided by the Applicant, as reflected in the minutes of such meetings, together with the documents contained in the file for the Project (hereafter the "Record").

A. Regarding the application requesting approval of a Master Sign Program for “Oakley Shops at Laurel Fields (SP 25-01)”, the City Council finds that:

1. The Master Sign Program permits signs that will be visually compatible with the shopping center as well as other commercial development throughout the City.

2. The placement of the signs will not be unsafe for pedestrians, bicyclists, or motorists in that placement will require Building permits that include a review of visibility effects as well as proper installation.

3. The program encourages signs of professional quality.

4. The size of the signs and letters will allow for people to read them safely and conveniently in that the signs are sized appropriately for both major and minor tenants.

5. The signs will not impair visibility of other signs as the proposed siting of freestanding signs and designated wall sign locations have been considered to avoid visibility issues.

B. Regarding the application requesting approval of a Sign Exception Permit for “Oakley Shops at Laurel Fields (SEP 25-01)”, the City Council finds that:

6. The proposed exceptions conform as closely as practicable to the sign size, number and placement regulations set forth in Oakley’s municipal code.

7. The proposed exceptions ensure that signs are architecturally compatible with the shopping center and do not inhibit the use of high-quality materials, which allows conformance with the purposes of the zoning ordinance.

8. Strict adherence to the sign regulations in the zoning ordinance would not allow for adequate site identification because of the site’s unique shopping center configuration and large scale.

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

BE IT FURTHER RESOLVED THAT, on the basis of the above Findings and the Record, the City Council approves the Applicant's request for approval of the project titled,

" Oakley Shops at Laurel Fields Master Sign Program and Sign Exception Permit (SP 25-01, SEP 25-01)," subject to the following Conditions of Approval:

Conditions of Approval

Applicant shall comply with the requirements of the Oakley Municipal Code. Any exceptions must be stipulated in these Conditions of Approval. Conditions of Approval are based on the plans date stamped received by the Planning Division on February 25, 2025 and made part of the City Council's meeting packet for March 25, 2025, as well as additional information acquired since that time and made a part of the project file.

THE FOLLOWING CONDITIONS OF APPROVAL SHALL BE SATISFIED PRIOR TO THE ISSUANCE OF A BUILDING PERMIT UNLESS OTHERWISE NOTED (BOLD CONDITIONS ADDED OR AMENDED AT PUBLIC HEARING):

Planning Division Conditions

General:

1. This Master Sign Program and Sign Exception Permit is approved, as shown on the plans, date stamped by the Planning Division on February 25, 2025, and as conditioned herein.

2. This Master Sign Program and Sign Exception Permit (SP 25-01, SEP 25-01) shall be effectuated immediately upon adoption of this resolution, and all proposed signs covered by the Master Sign Program ("MSP") shall still require a building permit prior to installation unless otherwise exempt. Planning approval is also still required.

3. All conditions of approval shall be satisfied by the owner/developer. All costs associated with compliance with the conditions shall be at the owner/developer's expense.

4. The Applicant shall indemnify, defend, and hold harmless the City of Oakley, the City Approving Authorities, and the officers, agents, and employees of the City from any and all claims, damages and liability (including, but not limited to, damages, attorney fees, expenses of litigation, costs of court).

Advisory Notes

The following Advisory Notes are provided to the Applicant as a courtesy but are not a part of the conditions of approval. Advisory Notes are provided for the purpose of informing the Applicant of additional ordinance requirements that must be met in order to proceed with development.

A. The Applicant/owner should be aware of the expiration dates and renewing requirements prior to requesting building or grading permits.

B. The project will require a grading permit pursuant to the Ordinance Code.
C. Applicant shall comply with the requirements of Ironhouse Sanitary District.
D. The Applicant shall comply with the requirements of the Diablo Water District.
E. Comply with the requirements of the East Contra Costa Fire Protection District.
F. The applicant shall comply with the requirements of Contra Costa Environmental Health if subject to applicable permits.
G. Comply with the requirements of the Building Inspection Division. Building permits are required prior to the construction of most structures.
H. This project may be subject to the requirements of the Department of Fish and Game. It is the Applicant's responsibility to notify the Department of Fish and Game, P.O. Box 47, Yountville, California 94599, of any proposed construction within this development that may affect any fish and wildlife resources, per the Fish and Game Code.
I. This project may be subject to the requirements of the Army Corps of Engineers. It is the Applicant's responsibility to notify the appropriate district of the Corps of Engineers to determine if a permit is required, and if it can be obtained.
J. The Applicant shall obtain an encroachment permit for construction within existing City rights of way.

PASSED, APPROVED AND ADOPTED this 25th day of March 2025 by the following vote.

AYES:
NOES:
ABSTENTION:
ABSENT:

APPROVED:

_____
Shannon Shaw, Mayor

ATTEST:

_____
Kim Snodgrass, City Clerk

_____
Date

OAKLEY
CALIFORNIA

DATE: March 25, 2025
TO: Joshua McMurray, City Manager
FROM: Jeri Tejeda, Administrative Services Director
SUBJECT: Receive an Update on the Senior Center Project

Approved and Forwarded to the City Council

Background and Analysis

On February 25, 2025 at the mid-year budget review, staff brought the new senior programming plan to the City Council. This plan included utilizing the space at the Recreation Center that was formally the after-school program room, as the new space for seniors. It also included a plan for the City to take over senior programming and provide a full schedule of programming for seniors.

At the same meeting $153,000 was appropriated to be used for construction and furniture to upgrade the space to make it senior friendly and ensure the space has the necessities to function as a social space and dining area. While the money was allocated, it was noted that staff would only utilize the funding if the grant funding that staff had applied for did not come through.

Staff received notice that the City had been awarded the grant in the amount of $250,000. As we worked to get a contract in place so that we could begin construction, it was determined that some of our expenditures were considered ineligible for the grant as they were considered capital improvements and not maintenance or upgrades. In addition, the grant funding was originally anticipated to be funded in March 2025. This date has been extended to July 2025 at the earliest.

While it was determined some of the upgrades may be eligible for the grant, they are still not available until after July. This timeline would delay several projects as we would not be able to vacate the current senior building that is scheduled for demolition, until September at the earliest.

Rather than postpone the senior project any further, staff believed it was best to begin construction at the new senior space utilizing the $153,000 approved at the February 25, 2025 meeting. This will also allow other projects to stay on the original timeline including the demolition of the current building used by the seniors.

Staff will continue to work with the grant provider to determine if other eligible expenses can qualify for the funding. At this time, we can confirm at least $140,000

of eligible grant expenses will be awarded, but not able to be spent until after we have a contract in place. This will be used for contract instructor costs, program supplies and a portable awning to protect from inclement weather. The grant funding will span a two-year period from the date of the contract. Expenses until that date will be covered by the City.

Staff anticipates an opening of the Senior Center no later than May 1st. As soon as the date is confirmed, we will share that with the City Council and the public.

Staff is working hard to ensure a smooth transition and have several meetings planned over the next few weeks including finalizing contract instructors as well as a meeting open to the Senior Community to share some of the details of what is to come. We are excited to welcome our Senior Community to their new home.

Consistency with the Oakley Strategic Plan 27+

This agenda item is consistent with the Strategic Plan 27+ goal for Community and Collaborative Partnerships in building a strong community and collaborative partnerships to be mutually beneficial and shared goals.

Fiscal Impact

There is no fiscal impact associated with this item as it is an update only. The funding for this project was approved at a previous meeting and any ongoing costs will be provided in the FY 2025/26 Budget.

Staff Recommendation

Staff recommends the City Council receive the update on the Senior Center Project.

Attachments