OAKLEY
CALIFORNIA

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

Tuesday, September 9, 2025
6:30 PM
Oakley City Council Chambers located at 3231 Main Street, Oakley, California 94561. Unless stated otherwise on the agenda, every item on the agenda is exempt from CEQA Guidelines Sections 15060(c), 15061(b)(3), 15273, 15378, 15301, 15323 and/or Public Resources Code Section 21065.

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

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

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

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

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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.oakleyca.gov/publiccomment.

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

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

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

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

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

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

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

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 August 12, 2025 (Kim Snodgrass, City Clerk)
Minutes

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

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

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

4.5 Adopt two Resolutions Approving a Subdivision Improvement Agreement and Final Map for Rosewood Estates Subdivision 8787 located at the northwest corner of Laurel Road and Rose Avenue (Kevin Rohani, P.E., Public Works Director/City Engineer)
Staff Report
1. Vicinity Map
2. Resolution Approving the Final Map
3. Resolution Approving the Subdivision Improvement Agreement
4. Subdivision Improvement Agreement (SIA)
5. Reduction of Subdivision 8787 Rosewood Estates Final Map

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

5. PUBLIC HEARINGS

5.1 Adopt a Resolution Amending the Master Fee Schedule to add Carry Concealed Weapons Permits (Logan Cartwright, Administrative Lieutenant)
Staff Recommendation: 1) Receive the Staff Report, 2) Receive Questions from the City Council, 3) Open the Public Hearing, 4) Receive Public Testimony, 5) Close the Public Hearing, 6) Deliberate, 7) Summarize the Deliberation 8) Adopt the Resolution
Staff Report
1. Resolution
2. Master Fee Schedule

6. REGULAR CALENDAR

6.1 Appeal of City Manager's Decision Regarding Property Located on Oakley Road Known as APN 052-051-015 (Kim Snodgrass, City Clerk)
Staff Report
1. Notice of Violation - Jul 2, 2024
2. Notice of Violation - Jul 16, 2024
3. Notice of Violation - Oct 22, 2024
4. Administrative Citation AC-24-000606 and Notice of Violation - Nov 20, 2024
5. Administrative Citation AC-24-000639 and Notice of Violation - Dec 11, 2024
6. Administrative Citation AC-25-000018 and Notice of Violation - Jan 16, 2025
7. Notice of Intent to Record a Violation
8. Request to appeal the Notice of Intent to record a violation to City Manager
9. Notice of Hearing
10. City Manager's Decision
11. Request to Appeal City Manager's decision to City Council
12. Notice of Hearing before City Council

7. REPORTS

7.1 CITY MANAGER
(a) City Manager
(b) Business License Update
(b) August Business Licenses

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

8. WORK SESSIONS

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

9. CLOSED SESSION

10. ADJOURN

OAKLEY
CALIFORNIA

Proclamation

HONORING THE 80TH ANNIVERSARY OF THE IRONHOUSE SANITARY DISTRICT

WHEREAS, the Ironhouse Sanitary District (ISD) was officially established in 1945 to provide vital wastewater collection and treatment services to the residents of what is now the City of Oakley and the surrounding area, including Bethel Island; and

WHEREAS, for the past 80 years, ISD has been a cornerstone of public health and environmental stewardship in East Contra Costa County, ensuring clean water management, effective wastewater treatment, and sustainable resource recovery; and

WHEREAS, through decades of growth and innovation, ISD has continually evolved to meet the needs of a growing population—constructing and operating a modern Water Recycling Facility, advancing the reuse of treated water, and implementing infrastructure that supports the region's long-term sustainability; and

WHEREAS, the Ironhouse Sanitary District has demonstrated strong governance, fiscal responsibility, and an unwavering commitment to the communities it serves, including the City of Oakley, and has maintained high standards of transparency and community service; and

WHEREAS, ISD has been a valued and reliable partner to the City of Oakley, collaborating on key initiatives and contributing significantly to the quality of life for Oakley residents; and

WHEREAS, the Ironhouse Sanitary District's dedicated staff, board members, and leadership—past and present—are to be commended for their service, vision, and stewardship over the past eight decades.

NOW, THEREFORE, BE IT RESOLVED, that I, Shannon Shaw, Mayor of the City of Oakley, on behalf of the Oakley City Council, do hereby recognize and celebrate the 80th Anniversary of the Ironhouse Sanitary District, and extend heartfelt gratitude and congratulations to the District for its outstanding service to the people of Oakley and East Contra Costa County.

Dated: September 9, 2025

_____

Shannon Shaw, Mayor

OAKLEY
CALIFORNIA

Proclamation

National Preparedness Month

WHEREAS, the City of Oakley is committed to ensuring the safety and well-being of our residents, visitors, and businesses; and

WHEREAS, the challenges posed by natural disasters, public health emergencies, technological disruptions, and other unforeseen events highlight the necessity of preparedness and proactive planning; and

WHEREAS, a proactive approach to disaster preparedness can mitigate the impact of emergencies, reduce loss of life, and protect property and infrastructure; and

WHEREAS, individuals, families, communities, and businesses play a crucial role in fostering a culture of preparedness and enhancing our collective ability to respond effectively to crises; and

WHEREAS, National Preparedness Month provides an opportunity each September to raise awareness and promote actions that enhance emergency and disaster preparedness across our nation; and

WHEREAS, by taking steps to develop emergency plans, register for community warnings, assemble disaster supply kits, and stay informed about potential hazards that may impact the community; we strengthen the resilience of our society and create a safer, more prepared city, state and nation for ourselves and future generations.

NOW, THEREFORE, BE IT RESOLVED, that I, Shannon Shaw Mayor of the City of Oakley along with the members of the Oakley City Council, do hereby proclaim the month of September as **National Preparedness Month** and urges all citizens, communities, businesses, schools, and government agencies to join together in proactive efforts to prepare for emergencies and disasters.

Dated: September 9, 2025

_____

Shannon Shaw, Mayor

MINUTES OF THE REGULAR JOINT MEETING OF THE OAKLEY CITY COUNCIL/OAKLEY CITY COUNCIL ACTING AS THE SUCCESSOR AGENCY TO THE OAKLEY REDEVELOPMENTAGENCY/OAKLEY PUBLIC FINANCING AUTHORITY HELD AUGUST 12, 2025

1. OPENING MATTERS

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

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

1.2 Pledge of Allegiance to the Flag

Vice Mayor Henderson led the Pledge of Allegiance to the Flag.

1.3 Certificate of Recognition to Jeanne Krieg for being inducted into the American Public Transportation Associations Hall of Fame

Mayor Shaw and Councilmember Williams presented the certificate to Jeanne Krieg.

1.4 Presentation on Snug As a Bug Bags and Oakley Fiber Arts Class Collaboration (Allison Norris, Snug As a Bug Bags Founder, and Donna Baker, Oakley Recreation Fiber Arts instructor)

Following a short video, Allison Norris and Donna Baker provided a presentation on Snug As a Bug Bags and Oakley Fiber Arts.

2. PUBLIC COMMENTS

Public Comments were received from Bud Chaddock, Susan Morgan and Jean-Marc Petit.

Public Comments were received from Armando Lopez and an anonymous resident, which will be entered into the public record.

3. COUNCILMEMBER COMMENTS

Councilmember Meadows and Mayor Shaw thanked Susan Morgan for her service.

4. CONSENT CALENDAR

4.1 Approve Minutes from the Regular Joint City Council/City Council Acting as the Successor Agency to the Redevelopment Agency/ Public Financing Authority Meeting held July 8, 2025 (Kim Snodgrass, City Clerk)

4.2 Waive the Second Reading and Adopt Ordinance No's 10-25, 11-25 and 12-25 Adopting Zoning Text Amendments related to the Housing Element Action Implementation of Policy Actions 1.1, 3.5, and 3.6 (Jose Cortez, Senior Planner)

4.3 Adopt a Resolution accepting the Construction Project and Approving the Contract Amendment associated with Capital Improvement Project Number 311 - Fiscal Year (FY) 2024/25 Curb, Gutter, & Sidewalk Repair and Replacement Project (Kevin Rohani, P.E., Public Works Director/City Engineer)

4.4 Adopt two Resolutions Approving a Subdivision Improvement Agreement and Final Map for Burroughs Subdivision 9557 located at the northeast corner of East Cypress Road and Knightsen Avenue (Kevin Rohani, P.E., Public Works Director/City Engineer)

4.5 Adopt a Resolution Awarding a Contract to Monarch Landscape Company for the Recreation Baseball Field Renovation – CIP No. 328 (Kevin Rohani, Public Works Director/City Engineer)

4.6 Adopting a Resolution Approving a Contract Amendment and Authorizing the City Manager to Execute an Addendum to the Agreement for the Construction Contract with Sukut Construction, LLC Related to Capital Improvement Project (CIP) 310 – East Cypress Road Canal Undergrounding Project, CCWD Segment 5A (Kevin Rohani, P.E., Public Works Director/City Engineer)

4.7 City of Oakley Investment Report (4th Quarter FY 2024/25) (Jeri Tejeda, Administrative Services Director)

4.8 City of Oakley as Successor Agency to the Oakley Redevelopment Agency Quarterly Investment Report (4th Quarter FY 2024/25) (Jeri Tejeda, Administrative Services Director)

Councilmember Fuller pulled items 4.1, 4.2, 4.7 and 4.8

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

Item 4.1

Councilmember Fuller mentioned he will vote no.

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

Item 4.2

Councilmember Fuller mentioned he will vote no.

It was moved by Councilmember Meadows and seconded by Vice Mayor Henderson to approve item 4.2. Ayes: Henderson, Meadows, Shaw, Williams Noes: Fuller (4-1)

Item 4.7 and 4.8

Councilmember Fuller asked questions about the report; Administrative Services Director Jeri Tejeda responded.

Councilmember Fuller and Councilmember Meadows provided comments.

It was moved by Councilmember Fuller and seconded by Councilmember Meadows to approve items 4.7 and 4.8. Motion was unanimous and so ordered (5-0)

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 that the Business License update is attached, and he will defer his time to Lt. Roberts and Chief Beard for their reports.

(c) Fireworks Update (Lt. Robert Roberts)

Lt. Roberts provided a report on the 2025 Fireworks Suppression efforts.

Comments were provided by Councilmember Williams, Councilmember Fuller and Mayor Shaw.

Lt. Roberts addressed the comments.

(d) Mid-Year Police Department Review (Police Chief Paul Beard)

Chief Beard presented the Police Department's Mid-Year Review.

Comments were provided by Councilmember Williams and Mayor Shaw.

Chief Beard addressed the comments.

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 Ironhouse Sanitary District Board Meeting, Friday Night Bites, National Night Out and the Mayors Conference. He also stated staff did a wonderful job with the fishing derby.

Councilmember Fuller reported he visited Studio 55 and attended Congressman DeSaulnier's Virtual Town Hall with Special Guest Attorney General Rob Bonta.

Councilmember Meadows reported he attended a Contra Costa Transportation Authority meeting, a MCE meeting, Mayor's Conferences in both Antioch and Brentwood and National Night Out.

Councilmember Williams reported she attended the Mayor's Conferences in both Antioch and Brentwood, National Night Out and a Delta Protection Commission meeting. She also announced an upcoming Youth Summit at Los Medanos College on September 20th.

Mayor Shaw reported she attended the Brentwood Mayor's Conference, the Growth Mindset Collective ribbon cutting and the older Americans Act 60th Birthday Bash. She also attended a Contra Costa Transportation Authority meeting, a Delta Protection Commission meeting and a Tri Delta Transit meeting. She attended a transit conference in Kansas City and had a Zoom meeting with Assemblymember Lori Wilson's office.

She attended Liberty Union High School District's Convocation at Freedom High School, Congressman Desaulnier's Environmental Town Hall, the summer concert series, Friday Night Bites, a Delta 6 meeting, National Night Out, the Antioch Mayor's Conference and the fishing derby. She also mentioned she toured the work on East Cypress Road.

(b) Requests for Future Agendas

None

8. WORK SESSIONS

8.1 Update on Studio 55 and Senior Programming (Jeri Tejeda, Administrative Services Director)

Administrative Services Director Jeri Tejeda provided an update on Studio 55 and Senior Programming. She stated she'll be asking for direction on fees and policies as well as the potential for a scholarship program.

Councilmember Fuller, Vice Mayor Henderson, Councilmembers Meadows, Councilmember Williams and Mayor Shaw asked questions and provided comments.

Ms. Tejeda addressed comments and questions.

Councilmembers discussed and provided direction to Ms. Tejeda on the Annual Membership Fee, the age of participants and the potential of a Scholarship Program.

A Public Comment was received by Allison Norris.

9. CLOSED SESSION

9.1 CONFERENCE WITH REAL PROPERTY NEGOTIATORS Pursuant to Government Code Section 54956.8
Property: 3650-3660 Main Street, Oakley, CA, APN 035-122-008 and 035-164-002
Agency Negotiator: Joshua McMurray, City Manager
Negotiating Party: Celine Mui Simon, TRI Commercial
Under Negotiation: Price and term of payment

10. ADJOURN

There being no further business, the meeting was adjourned at 8:52 p.m.

Respectfully submitted,

Kim Snodgrass

MEMORANDUM

OAKLEY
CALIFORNIA

Date: August 13, 2025
To: Mayor and City Councilmembers
From: Derek P. Cole, City Attorney
CC: Joshua McMurray, City Manager
Subject: Closed Session Report-Out Memo

For Consideration at the City Council Meeting of September 9, 2025

Background and Analysis

The City Council considered the following closed session item during its regular meeting held August 12, 2025:

CONFERENCE WITH REAL PROPERTY NEGOTIATORS

Pursuant to Government Code Section 54956.8
Property: 3650-3660 Main Street, Oakley, CA, APN 035-122-008 and 035-164-002
Agency Negotiator: Joshua McMurray, City Manager
Negotiating Party: Celine Mui Simon, TRI Commercial
Under Negotiation: Price and term of payment

Direction was provided to staff. There was no reportable action

Fiscal Impact

None.

Recommendation

Receive and file this report.

Attachments

None.

Approved and Forwarded to the City Council

DATE: September 9, 2025

TO: Joshua McMurray, City Manager

FROM: Kim Snodgrass, City Clerk

SUBJECT: Adopt a Resolution Designating Mayor Shannon Shaw as Voting Delegate and Councilmember Anissa Williams as an Alternate Voting Delegate at the League of California Cities Annual Conference and Expo October 8-10, 2025 at the Long Beach Convention Center

Background and Analysis

The League of California Cities' Annual Conference and Expo is scheduled for October 8-10, 2025, at the Long Beach Convention Center. An important part of the Annual conference is the Annual Business Meeting (during the General Assembly) scheduled for October 10, 2025. At the meeting, the League membership considers and acts on resolutions that establish League policy.

To vote at the annual Business Meeting, the City Council must designate a Voting Delegate. The City may also appoint up to two alternate voting delegates, one of whom may vote if the designated Voting Delegate is unable to serve in that capacity.

Mayor Shannon Shaw and Councilmember Anissa Williams plan to attend this year's League Conference, and it would be appropriate to designate Mayor Shaw as the voting delegate and Councilmember Williams as an alternate voting delegate.

The designated voting delegate and alternate voting delegate must be registered to attend the conference on Friday, October 10, 2025, the date voting will occur.

The attached Voting Delegate form must be completed and returned to the League's office no later than Wednesday September 24, 2025.

Consistency with the Oakley Strategic Plan 27+

This item is aligned with the goals of Sustainable Organization and Community and Collaborative Partnerships.

Fiscal Impact

There is no direct fiscal impact. The cost of the conference, travel and lodging are part of existing budget appropriations.

Staff Recommendation

Adopt a Resolution designating Mayor Shannon Shaw as Voting Delegate and Councilmember Anissa Williams as an Alternate Voting Delegate for the Cal Cities General Assembly to be held October 10, 2025, and direct the City Clerk to complete

the Cal Cities online Voting Delegate submission form by September 24, 2025, to attest the Council action taken.

Attachments

1. Proposed Resolution
2. Voting Delegate Packet

RESOLUTION NO. XX-25

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OAKLEY DESIGNATING A VOTING DELEGATE AND AN ALTERNATE FOR THE LEAGUE OF CALIFORNIA CITIES 2025 ANNUAL CONFERENCE AND EXPO

WHEREAS, every year, the League of California Cities (Cal Cities) convenes a member-driven General Assembly at the Annual Conference and Expo: and

WHEREAS, the General Assembly is an important opportunity where city officials can directly participate in the development of Cal Cities policies; and

WHEREAS, the City Council must appoint a voting delegate and an alternate in order to vote; and

WHEREAS, Mayor Shannon Shaw and Councilmember Anissa Williams plan to attend this year's conference, and it would be appropriate to designate Mayor Shaw as the voting delegate and Councilmember Williams as the alternate voting delegate.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Oakley hereby designates Mayor Shannon Shaw and Councilmember Anissa Williams as the City's voting delegates.

PASSED AND ADOPTED by the City Council of the City of Oakley this 9th day of September 2025 by the following vote:

AYES:
NOES:
ABSTENTION:
ABSENT:

APPROVED:

_____
Shannon Shaw, Mayor

ATTEST:

_____ _____
Kim Snodgrass, City Clerk Date

LEAGUE OF CALIFORNIA CITIES

Council Action Advised by September 24, 2025

DATE: Wednesday, July 16, 2025

TO: Mayors, Council Members, City Clerks, and City Managers

RE: DESIGNATION OF VOTING DELEGATES AND ALTERNATES
League of California Cities Annual Conference and Expo, Oct. 8-10, 2025
Long Beach Convention Center

Every year, the League of California Cities convenes a member-driven General Assembly at the Cal Cities Annual Conference and Expo. The General Assembly is an important opportunity where city officials can directly participate in the development of Cal Cities policy.

Taking place on Oct. 10, the General Assembly is comprised of voting delegates appointed by each member city; every city has one voting delegate. Your appointed voting delegate plays an important role during the General Assembly by representing your city and voting on resolutions.

To cast a vote during the General Assembly, your city must designate a voting delegate and up to two alternate voting delegates, one of whom may vote if the designated voting delegate is unable to serve in that capacity. Voting delegates may either be an elected or appointed official.

Action by Council Required. Consistent with Cal Cities bylaws, a city's voting delegate and up to two alternates must be designated by the city council. Please note that designating the voting delegate and alternates **must** be done by city council action and cannot be accomplished by individual action of the mayor or city manager alone.

Following council action, please submit your city's delegates through the online submission portal by Wed., Sept. 24. When completing the Voting Delegate submission form, you will be asked to attest that council action was taken. You will need to be signed in to your My Cal Cities account when submitting the form.

Submitting your voting delegate form by the deadline will allow us time to establish voting delegate/alternate records prior to the conference and provide pre-conference communications with voting delegates.

Conference Registration Required. The voting delegate and alternates must be registered to attend the conference. They need not register for the entire conference; they may register for Friday only. Conference registration is open on the Cal Cities website.

LEAGUE OF CALIFORNIA CITIES

For a city to cast a vote, one voter must be present at the General Assembly and in possession of the voting delegate card and voting tool. Voting delegates and alternates need to pick up their conference badges before signing in and picking up the voting delegate card at the voting delegate desk. This will enable them to receive the special sticker on their name badges that will admit the voting delegate into the voting area during the General Assembly.

Please view Cal Cities' event and meeting policy in advance of the conference.

Transferring Voting Card to Non-Designated Individuals Not Allowed. The voting delegate card may be transferred freely between the voting delegate and alternates, but *only* between the voting delegate and alternates. If the voting delegate and alternates find themselves unable to attend the General Assembly, they may *not* transfer the voting card to another city official.

Seating Protocol during General Assembly. At the General Assembly, individuals with a voting card will sit in a designated area. Admission to the voting area will be limited to the individual in possession of the voting card and with a special sticker on their name badge identifying them as a voting delegate.

The voting delegate desk, located in the conference registration area of the Long Beach Convention Center in Long Beach, will be open at the following times: Wednesday, Oct. 16, 8:00 a.m.-6:00 p.m. and Thursday, Oct. 17, 7:30 a.m.-4:00 p.m. On Friday, Oct. 18, the voting delegate desk will be open at the General Assembly, starting at 7:30 a.m., but will be closed during roll calls and voting.

The voting procedures that will be used at the conference are attached to this memo. Please share these procedures and this memo with your council and especially with the individuals that your council designates as your city's voting delegate and alternates.

Once again, thank you for submitting your voting delegate and alternates by Wednesday, Sept. 24. If you have questions, please contact Zach Seals at zseals@calcities.org.

Attachments:

- General Assembly Voting Guidelines
- Information Sheet: Cal Cities Resolutions and the General Assembly

LEAGUE OF CALIFORNIA CITIES

General Assembly Voting Guidelines

1. **One City One Vote.** Each member city has a right to cast one vote on matters pertaining to Cal Cities policy.

2. **Designating a City Voting Representative.** Prior to the Cal Cities Annual Conference and Expo, each city council may designate a voting delegate and up to two alternates; these individuals are identified on the voting delegate form provided to the Cal Cities Credentials Committee.

3. **Registering with the Credentials Committee.** The voting delegate, or alternates, may pick up the city's voting card at the voting delegate desk in the conference registration area. Voting delegates and alternates must sign in at the voting delegate desk. Here they will receive a special sticker on their name badge and thus be admitted to the voting area at the General Assembly.

4. **Signing Initiated Resolution Petitions**. Only those individuals who are voting delegates (or alternates), and who have picked up their city's voting card by providing a signature to the credentials committee at the voting delegate desk, may sign petitions to initiate a resolution.

5. **Voting.** To cast the city's vote, a city official must have in their possession the city's voting card and voting tool; and be registered with the credentials committee. The voting card may be transferred freely between the voting delegate and alternates but may not be transferred to another city official who is neither a voting delegate nor alternate.

6. **Voting Area at General Assembly.** At the General Assembly, individuals with a voting card will sit in a designated area. Admission to the voting area will be limited to the individual in possession of the voting card and with a special sticker on their name badge identifying them as a voting delegate.

7. **Resolving Disputes**. In case of dispute, the credentials committee will determine the validity of signatures on petitioned resolutions and the right of a city official to vote at the General Assembly.

LEAGUE OF CALIFORNIA CITIES

How it works: Cal Cities Resolutions and the General Assembly

Developing League of California Cities policy is a dynamic process that engages a wide range of members to ensure Cal Cities represents cities with one voice. These policies directly guide Cal Cities' advocacy to promote local decision-making, and lobby against statewide policies that erode local control.

The resolutions process and General Assembly is one way that city officials can directly participate in the development of Cal Cities policy. If a resolution is approved at the General Assembly, it becomes official Cal Cities policy. Here's how resolutions and the General Assembly work.

Prior to the Annual Conference and Expo

General Resolutions



Sixty days before the Annual Conference and Expo, Cal Cities members may submit policy proposals on issues of importance to cities. The resolution must have the concurrence of at least five additional member cities or individual members.

Policy Committees



The Cal Cities President assigns general resolutions to policy committees where members review, debate, and recommend positions for each policy proposal. Recommendations are forwarded to the Resolutions Committee.

During the Annual Conference and Expo

Petitioned Resolutions



The petitioned resolution is an alternate method to introduce policy proposals during the annual conference. The petition must be signed by voting delegates from 10% of member cities, and submitted to the Cal Cities President at least 24 hours before the beginning of the General Assembly.

Resolutions Committee



The Resolutions Committee considers all resolutions. General Resolutions approved[1] by either a policy committee or the Resolutions Committee are next considered by the General Assembly. General resolutions not approved, or referred for further study by both a policy committee and the Resolutions Committee do not go to the General Assembly. All Petitioned Resolutions are considered by the General Assembly, unless disqualified.[2]

General Assembly



During the General Assembly, voting delegates debate and consider general and petitioned resolutions forwarded by the Resolutions Committee. Potential Cal Cities bylaws amendments are also considered at this meeting.

Who's who

Cal Cities policy development is a member-informed process, grounded in the voices and experiences of city officials throughout the state.

The **Resolutions Committee** includes representatives from each Cal Cities diversity caucus, regional division, municipal department, and policy committee, as well as individuals appointed by the Cal Cities president.

Voting delegates are appointed by each member city; every city has one voting delegate.

The **General Assembly** is a meeting of the collective body of all voting delegates —one from every member city.

Seven **policy committees** meet throughout the year to review and recommend positions to take on bills and regulatory proposals. Policy committees include members from each Cal Cities diversity caucus, regional division, and municipal department, as well as individuals appointed by the Cal Cities president.

[1] The Resolution Committee can amend a general resolution prior to sending it to the General Assembly.
[2] Petitioned Resolutions may be disqualified by the Resolutions Committee according to Cal Cities Bylaws Article VI. Sec. 5(f).

For more information visit www.calcities.org/general-assembly

DATE: September 9, 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 a Consulting Services Agreement with NCE to Provide Engineering Design Services for Capital Improvement Project (CIP) Number 333 B – Fiscal Year (FY) 2025/26 Street Repair and Resurfacing Project

Background and Analysis

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

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

The Metropolitan Transportation Commission (MTC) has created a Pavement Management System (PMS) program that is used by all municipalities and transportation agencies in the Bay Area to evaluate the condition of their respective agency streets. MTC uses the data collected by all agencies to create reports annually that show the overall condition of Bay Area streets and funding needed to maintain the streets.

The City of Oakley uses this PMS program to evaluate the condition of streets and to prioritize projects to repair and resurface the streets. Each annual street repair and resurfacing project is performed to ensure the funds allocated are utilized to not only repair and resurface the streets that are in poor condition, but also to rehabilitate streets that are in fair to good condition to prolong their life and performance.

CIP 333 B is focused on the repair and resurfacing of residential streets within the Teakwood Neighborhood, Magnolia Park Neighborhood, and Big Bear Neighborhood. After the completion of the project design and bidding, staff will present to the City Council the contractor award report by summer 2026.

Staff solicited proposals from consulting firms for the design of this project and received proposals from BKF Engineers, Inc. for $218,480 and NCE for the amount of $179,500. The proposal from NCE was selected as the best suited firm to design this street resurfacing project. This firm has successfully designed other street resurfacing projects for municipalities in the Bay Area and their cost proposal was very competitive pricing for a project of this magnitude.

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

Consistency with the Oakley Strategic Plan 27

This item is consistent with the Strategic Plan 27+ Community Health and Safety section goal to provide safe streets.

Fiscal Impact

This item was included in the FY 2025/26 budget with a total budget of $300,000 in the Gas Tax (141) RMRA Fund. To date $26,480 is spent or encumbered and $273,520 is left in the design project for FY 2025/26. No additional funding is needed at this time to fund the contract.

Staff Recommendation

Staff recommend that the City Council adopt the resolution approving the proposal with NCE associated with CIP No. 333 B – FY 2025/26 Street Repair and Resurfacing Project to authorize the City Manager to enter into an agreement for a not to exceed amount of $179,500.

Attachments

1. Resolution
2. NCE Proposal

RESOLUTION NO. XX-25

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OAKLEY APPROVING AN AGREEMENT WITH NCE FOR ENGINEERING DESIGN SERVICES ASSOCIATED WITH CAPITAL IMPROVEMENT PROJECT NUMBER 333 B – FISCAL YEAR 2025/26 STREET REPAIR AND RESURFACING PROJECT AND AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT

WHEREAS, as part of the Fiscal Year 2025/26 Budget the City of Oakley approved a 5-Year Capital improvement Program (CIP); and

WHEREAS, Project Number 333 B is to design the improvements for the citywide street repair and resurfacing; and

WHEREAS, staff solicited proposals from consulting firms for the design of this project; and

WHEREAS, NCE submitted the most comprehensive and cost competitive proposal to prepare engineering design services for CIP Project Number 333 B for an amount not to exceed $179,500; and

WHEREAS, this item was included in the FY 2025/26 budget with a total budget of $300,000 in the Gas Tax (141) RMRA Fund. To date $26,480 is spent or encumbered and $273,520 is left in the design project for FY 2025/26. No additional funding is needed at this time to fund this contract.

NOW, THEREFORE, BE IT RESOLVED AND ORDERED, that the City Council of the City of Oakley hereby approves the proposal from NCE, for engineering design services for CIP Project Number 333 B for an amount not to exceed $179,500, in the form attached hereto as Exhibit A, and authorizing the City Manager to execute an Agreement.

PASSED AND ADOPTED by the City Council of the City of Oakley this 9th day of September 2025 by the following vote:

AYES:
NOES:
ABSENT:
ABSTENTIONS:

APPROVED:

_____
Shannon Shaw, Mayor

ATTEST:

_____
Kim Snodgrass, City Clerk

_____
Date

NCE Project No. CD713.55-2501

August 12, 2025

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

RE: 2025-26 Street Repair and Resurfacing Project

NCE has prepared the following scope of work and fee estimate for the City of Oakley (City) to provide civil and pavement engineering services for the 2025-26 Street Repair and Resurfacing Project. The project will generally include resurfacing programs focused on the three neighborhoods of Teakwood, Magnolia and Big Bear with preventive maintenance treatments (slurry and cape seal).

Project Understanding

The City has identified street sections for their 2025-26 Street Repair and Resurfacing Project in the three neighborhoods of Teakwood, Magnolia, and Big Bear with the proposed street sections and treatments shown in the attached street list and maps. The total budget based on the City's StreetSaver database unit costs and preliminary treatments identified in the field for each of these phases is approximately $2.7 million.

For the preventive maintenance street sections, we will evaluate the use of rubberized cape seals, slurry seals, microsurfacing, and possibly multi-layer seal with base repairs. This annual resurfacing program is geared towards routine maintenance and striping replacement and curb ramp replacement to the extent required based on which treatment constitutes an alteration for ADA.

Key Assumptions

Based on our discussions with and correspondence with the City, and to deliver the most cost-effective design strategy, we have made the following key assumptions.

City's Responsibilities

NCE has assumed that the City will be able to provide the following:

1. Any information readily available regarding utilities (i.e., water, sanitary sewer, electrical, and storm drain), boundary and property limits (if available), driveway locations (if available), tree locations, site features and existing construction.
2. Readily available aerial maps for base-mapping information to develop plan sheets, otherwise County aerial maps will be utilized.

3. Project requirements include design objectives, budget, constraints, and criteria.
4. Existing City technical specifications as the basis for developing/modifying new technical specifications.
5. Upfront specifications including General Provisions and Special Provisions.
6. City Standard Provisions and Standard Design Criteria.
7. Electronic files of City cover sheet template, if preferred.

Pavement Testing and Design

1. Pavement design will be based on Caltrans Standards with pavement condition surveys.
2. Given the expected preventive maintenance treatments only, pavement coring and deflection testing will not be completed.

Topographic Surveying and Base Maps

1. In order to provide a cost-effective design, NCE's scope assumes the preventive maintenance street sections will be placed on vicinity maps delineating approximate limits of treatments with accurate field inventories for bid quantities and appropriate detail sheets. Vicinity map sheets will include summary tables for curb and gutter removal and replacement, curb ramp removal and replacement, striping, base repair schedules, and paving quantities. Individual street layouts or striping sheets will not be shown; the vicinity maps will show only quantity tables for improvements. Base repair and curb repairs will be marked in the field in white paint and numbered and verified by NCE and the City prior to construction.
2. A critical assumption is that all street work will be within City right-of-way (ROW), as this has impacts to the level of effort required to completion of design.
3. Vicinity map information will be based on field inventories and approximate field measurements to verify items, such as curb-ramp geometries, utility covers, cross-slope, street widths and lengths, repair candidates for curb and gutter, and striping.

Utility Coordination and Location

1. NCE will prepare and distribute utility notification letters to confirm utility planned work and notify utilities of the City's utility cut moratorium on improved streets.
2. Utility location is currently not included in our scope of work.
3. Utility covers will be field located approximately and inventoried for the purposes of placing onto plan sheets and developing bid quantities for protection/adjustment of utility covers.

Traffic Striping

1. Traffic striping will generally be a combination of matching existing striping and updates to striping based on City policies and CA MUTCD.
2. Striping limits will include up to 25 feet into begin, end, and cross streets.

Traffic Control Plans

1. Traffic control plans are not included in this scope of work. It is typical to have the contractor prepare traffic control plans in accordance with project technical specifications and requirements and submit them to the City traffic engineering group for review. Plans and specifications may however provide restrictions on traffic closures on streets in close proximity to each other or that require phasing to avoid impacts on neighborhood traffic circulation.

ADA Compliance

1. Curb Ramps

a. It is assumed that all non-compliant curb ramps will be replaced or retrofitted (e.g., detectable warning surface embedded in concrete) in accordance with Caltrans standards. Curb ramps will be replaced or retrofitted based on guidance from the Department of Justice/Department of Transportation Joint Technical Assistance on the Title II of the Americans with Disabilities Act Requirements to Provide Curb Ramps when Streets, Roads, or Highways are altered through Resurfacing dated July 8, 2013. For example, a slurry seal does not constitute an alteration requiring curb ramps and therefore on slurry seal streets we will not include curb ramp design. Further clarification on curb ramp replacement included in this scope of work is as follows:
    i. Replaced/retrofitted/added curb ramps are assumed to be readily constructed with only minor grade adjustments.
    ii. Utility relocations (e.g. utility poles, utility boxes, and drainage inlets, for example) required to construct curb ramps are not included in this scope of work.
    iii. All ramp construction shall be within the City ROW.
    iv. Curb ramps will be field-verified to determine the appropriate standard case ramp and NCE will develop a curb ramp detail for those that will require a custom curb ramp. Curb ramp details will not be to survey accuracy and not contain elevations; therefore, some adjustments may be required during construction.
    v. NCE will discuss with City the use of a standard 2-foot gutter pan with respect to PROWAG requirements and include if required.

2. ADA Parking
    a. No ADA parking is included in this scope of work.
3. Crosswalks and Walkways
    a. With the expected preventive maintenance treatments, crosswalks and implied walkways between curb ramps will not be checked for running slope and cross-slope as it relates to the latest PROWAG and Caltrans Design Information Bulletin (DIB) 82-06 accessibility guidance. If the City elects to make slope corrections to crosswalks and walkways requiring regrading/reprofiling of intersections, topographic surveys will be needed and this and the required design work would be completed for additional scope and fee.

Stormwater Drainage and MRP 3.0

1. The project will, to the extent possible, and within the context of proposed rehabilitation, address visible drainage issues.
2. No major drainage improvements that require significant stormwater drain and pipe alteration and/or reconstruction are assumed for this project.
3. During our pavement design we will also consider the recent third reissuance of the San Francisco Bay Municipal Regional Stormwater Permit (MRP 3.0) and the new regulated project thresholds in Provision C.3. Specifically, we will look at any treatment removing and replacing asphalt or concrete pavement to the top of the base course or lower and base repairs to evaluate whether the contiguous 1-acre threshold is exceeded that would require construction of green infrastructure for treatment of stormwater run-off. Based on the observed street conditions and types of treatment expected, the threshold contiguous area is not expected to be exceeded and therefore the project will remain exempt.

Curb and Gutter and Sidewalk

1. Curb and gutter sections will only be replaced to the extent that it affects pavement treatment (e.g., tree root uplift or settlement) or to improve drainage.
2. Sidewalk replacement is not included in this scope of work unless sidewalk and/or driveway replacement is needed for curb ramp construction.

The purpose of our services will be to provide pavement, civil, and traffic engineering services in support of the planned project by the City. To accomplish the stated purpose, NCE proposes the scope of services described below.

SCOPE OF SERVICES

Task 1 – Project Management & Meetings

1A) Project Kick-off Meeting/Progress Meetings

NCE's Project Manager will arrange a Kick-Off Meeting with the City to initiate work on the project. The objectives of the Kick-Off Meeting will be to:

- Review of the Scope of Work
- Establish Lines of Communication
- Confirm Deadlines
- Establish Project Schedule and Milestones
- Define Design and Operation Criteria

Whether a simple preventative maintenance project or a complex reconstruction project, it is critical to establish effective lines of communication with, and coordination amongst, the various stakeholders from the start to ensure delivery of a high-quality project within budget and on schedule.

In addition to City Staff (Engineering, Maintenance, etc.), NCE will research and coordinate, as needed, with other agencies such as PG&E gas and electric, AT&T, Water and Sewer, and Stormwater, Schools, etc., to identify any potential conflicts, requirements, or design issues early to help minimize delays (and costs) later in the design process or during construction. At the Kick-Off Meeting, key deliverables for each Task and the Project Schedule will be reviewed and adjusted accordingly to meet City needs.

NCE is very sensitive to construction costs, particularly the volatile price of materials, which have affected the scope of many similar projects. To keep the City aware of overall project costs, NCE will begin developing Preliminary Engineering Cost Estimates as soon as we have developed our engineering design recommendations to closely monitor any potential funding issues that may develop. During the course of the project, NCE will be seeking to develop the most appropriate and cost-effective pavement rehabilitation alternatives to stay within the planned project budget and schedule.

Throughout the project, NCE staff will be available to attend regularly scheduled progress meetings and briefings with the City to maintain good communications as follows:

- Kick-off meeting
- Design review meetings at the 60% and 100% PS&E milestones
- Monthly update meetings as needed (maximum 8)
- Informal discussions as needed with City staff

The purpose of the progress meetings will be to identify and resolve design or funding issues that may surface in a timely manner, present design alternatives and recommendations to City staff, and continue coordination with project stakeholders as necessary. Meetings are generally assumed to be held via video conference format (e.g., Microsoft Teams). NCE will coordinate meetings with the City, prepare meeting agendas, and provide meeting summaries following the meeting.

Deliverables:

Kick-off/Progress Meeting Agendas and Summaries.

1B) Utility Coordination

NCE will coordinate with utility agencies early in the design process to help avoid potential construction delays and unnecessary disruptions to public services. Utility coordination will be a critical item to keep utility providers informed about the project and schedule. One of the first and earliest items that NCE will complete is sending notification letters to applicable utility providers with a preliminary project schedule. This will allow for the earlier notification to allow utility providers to perform maintenance on their facilities prior to moratorium on the street paving area.

NCE will also carefully document all utility coordination notifications, conversations, and meetings with utility contacts and information in a matrix format with dates of contacts and mailing detailed in this matrix. Follow-up calls will be made for each of the above notifications to confirm receipt. NCE will also keep the City informed of any project delays related to utilities.

Deliverables

Utility notification letters.

Task 2 – Pavement Design

2A) Pavement and Curb & Gutter Condition Survey

NCE will perform a detailed pavement-condition survey of the subject street sections based on distresses. The surveys will generally cover the travel and parking lanes. Pavement-condition surveys serve the purpose of further refining the appropriate pavement treatments.

This condition survey will generally note the presence of load-related and environmental distresses, such as alligator cracking, longitudinal and transverse cracking, rutting, patches and utility cuts, distortions, and depressions as they pertain to developing appropriate pavement treatments. In addition, potential base repairs will be identified in the condition survey. Our scope of work and condition surveys do not address issues including, but not limited to traffic, safety and road hazards, geometric issues, or short-term maintenance that should be performed (i.e., pothole repairs).

A visual survey of all curb and gutters will be included to identify areas where drainage or the adjacent pavement has been compromised. Our scope will limit repair recommendations to only those sections of curb and gutter that are damaged to the extent that they will affect pavement treatment (e.g., tree-root damage extending into pavement).

Prior to looking at curb and gutter, NCE will meet with the City and establish condition criteria for assessment and replacement. Based on the criteria established with the City, NCE will then determine what level of curb and gutter replacement will be pursued for design plans and documents.

2B) Pavement Design Recommendations

Using the data obtained in Task 2A, NCE will perform pavement analysis and design services and develop pavement treatment recommendations for the subject street sections. NCE will perform its analysis in accordance with the Caltrans Standards and field observations. NCE will develop recommendations including, but not limited to the following:

- Surface seals including slurry seals, cape seals, microsurfacing, and multilayer seals.
- Quantities and treatments of failed pavement sections (base repairs)

NCE will then summarize its recommendations in a Pavement Design Technical Memorandum to the City that, at a minimum, will include the following:

- Results of condition surveys
- Description treatment methodology
- Recommended pavement treatment alternatives

NCE will submit an electronic copy of its draft technical memorandum to the City for initial review. Upon receipt of any comments from the City, NCE will then prepare its final technical memorandum, which will be signed and stamped by NCE's Pavement Engineer. The final technical memorandum will then be provided to the City reflecting any comments on the draft technical memorandum.

Deliverables:

Draft and Final Pavement Technical Memorandum.

Task 3 – Plans, Specifications & Estimates (PS&E)

The tasks that will be performed during the development of design PS&E are outlined below.

3A) Design Data Gathering

NCE will review relevant available data and records from the City as listed in the previous section, public and private utility providers, and other sources that may be appropriate to support the preparation of project contract documents. These may include drainage structure inventory maps, aerial photographs of the City, as-built street improvement and infrastructure plans, and striping and markings. The gathered information will be compiled and included in the base maps used for design.

3B) 60% PS&E

NCE will prepare the 60% PS&E for the planned preventive maintenance (surface seal) street sections. The preventive maintenance (surface seals) street sections will only include vicinity maps delineating limits of treatment with accurate field inventories for bid quantities and appropriate detail sheets. Vicinity map sheets will include curb and gutter replacement, curb ramp improvements, utility cover inventory and potential adjustments, striping and marking replacement, base repair schedules, and paving quantities, but will not show individual repair locations.

NCE understands that the City will provide and prepare the "Front End" documents and Special Provisions. The Technical Specifications will be prepared in MS Word format and will follow the City's formatting conventions. The Technical Specifications and details will reference the City's standard provisions and Caltrans 2025 Standards (including subsequent updates). NCE will, however, recommend deviating from Caltrans standards where, from our experience, such changes will improve the likelihood of achieving a successful construction project without compromising the integrity of the design. NCE recognizes the value of incorporating Caltrans Standard Specifications in projects such as these, both because these specifications have been developed by an agency that designs and builds a vast amount of highway work, and because most contractors performing public works construction in Northern California are familiar with them. Caltrans, however, has the resources to administer projects quite differently than most local agencies, so NCE advocates modifying the Caltrans Standard Specifications to better fit the abilities, needs, and budgets of municipal agencies. NCE also believes that an efficient yet thorough Quality Control/Quality Assurance program is essential for getting the maximum value out of every dollar spent on construction. Projects designed by NCE therefore, contain technical specifications that

attempt to optimize the balance between using rigid, but time-tested, specifications and meeting local agency needs, with the ultimate goal of obtaining the very best value for our clients.

The Engineer's Cost Estimate will be prepared in MS Excel format and will be based on the most recent construction cost data available to NCE for projects of this type. Because of NCE's involvement in the design and construction of numerous similar projects throughout California, we are confident in our ability to estimate the construction cost of the City's project. This initial estimate will then be updated and refined as the design effort progresses.

It is assumed that the City will require a 10-day review/comment period once the 60% PS&E package is submitted.

Deliverables

One electronic file of 60% Plans, Technical Specifications, and Engineer's Estimate of Probable Construction Cost.

3C) Final (100%) PS&E

The 60% PS&E will be revised to incorporate comments received from the City. NCE will again meet with the City to review these comments, from which the Final (100%) PS&E will be prepared. NCE will provide a response to each comment that is included in a comment table provided by the City. The Final (100%) PS&E will include all notes and details necessary for construction.

A final quantity calculation will be tabulated, and this will be entered into the final Engineer's Cost Estimate for the project. All final documents will be reviewed, stamped, and signed by NCE's Engineer, and the final PS&E will be delivered to the City in electronic formats.

Deliverables

One (1) Electronic File of the Final (100%) Plans, Technical Specifications, and Engineer's Estimate.

The electronic files for the final construction plans, specifications, and engineer's estimate will be in AutoCAD 2024, MS Word, and MS Excel, respectively.

Task 4 – Bidding and Construction Support

4A) Bidding Support Services

NCE will be available to provide assistance during the advertisement and bidding period of the project. This will include attendance at the pre-bid meeting, preparation of verbal and written responses to questions received about the project design, and preparation of clarifications to the PS&E that are deemed necessary.

NCE can also assist the City in determining the responsiveness of bids received, with checking and tabulating bid results, and with developing recommendations for award of a construction contract to the City Council. We have included up to 20 hours of staff time for bidding support, and any effort beyond that will be on a time-and-materials basis at an additional cost.

Deliverables

- Attend pre-bid meetings.
- Prepare responses to questions received regarding project design.
- Prepare bid addenda as necessary.
- Provide assistance with bid responsiveness (as needed).

4B) Construction Support Services

NCE will provide up to 56 hours of support services to the City during the construction phase of the project. At a minimum, these services are anticipated to include attending the pre-Construction Conference, reviewing Contractor submittals and responding to Contractor requests for information, providing recommendations for any necessary construction changes due to unforeseen field conditions, assisting with the review of Contract Change Orders and remarking base repairs with City inspector or Contractor prior to construction. If effort beyond the estimated 56 hours is necessary, NCE staff time will be delivered on a time-and-materials basis at an additional cost.

Deliverables

- Attend pre-Construction Conference.
- Assist with review of Contractor Submittals and RFIs as necessary.
- Provide recommendations for any necessary construction changes due to unforeseen conditions.
- Assist with review of Contract Change Orders.
- Remark base repairs with the City and Contractor.

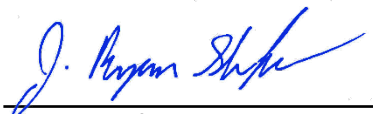
SCHEDULE

We have assumed that the notice to proceed and kick-off meeting will occur August 2025 with the intent to bid in early spring for summer construction in 2026. Once we have conducted the kick-off meeting and project objectives are clear, we will develop a detailed project design schedule.

FEE ESTIMATE

NCE will provide the defined scope of work on a time-and-materials basis for an estimated fee of $179,500. The price breakdown by task is attached. Total compensation will not exceed the amounts set forth without receipt of prior written authorization from the City.

Sincerely,



J. Ryan Shafer
Principal

NCE

1003 W. Cutting Blvd., Suite 110
Point Richmond, CA 94804
(510) 215-3620

Attachments:

A – Street Lists and Maps

B – Fee Estimate

Attachment A

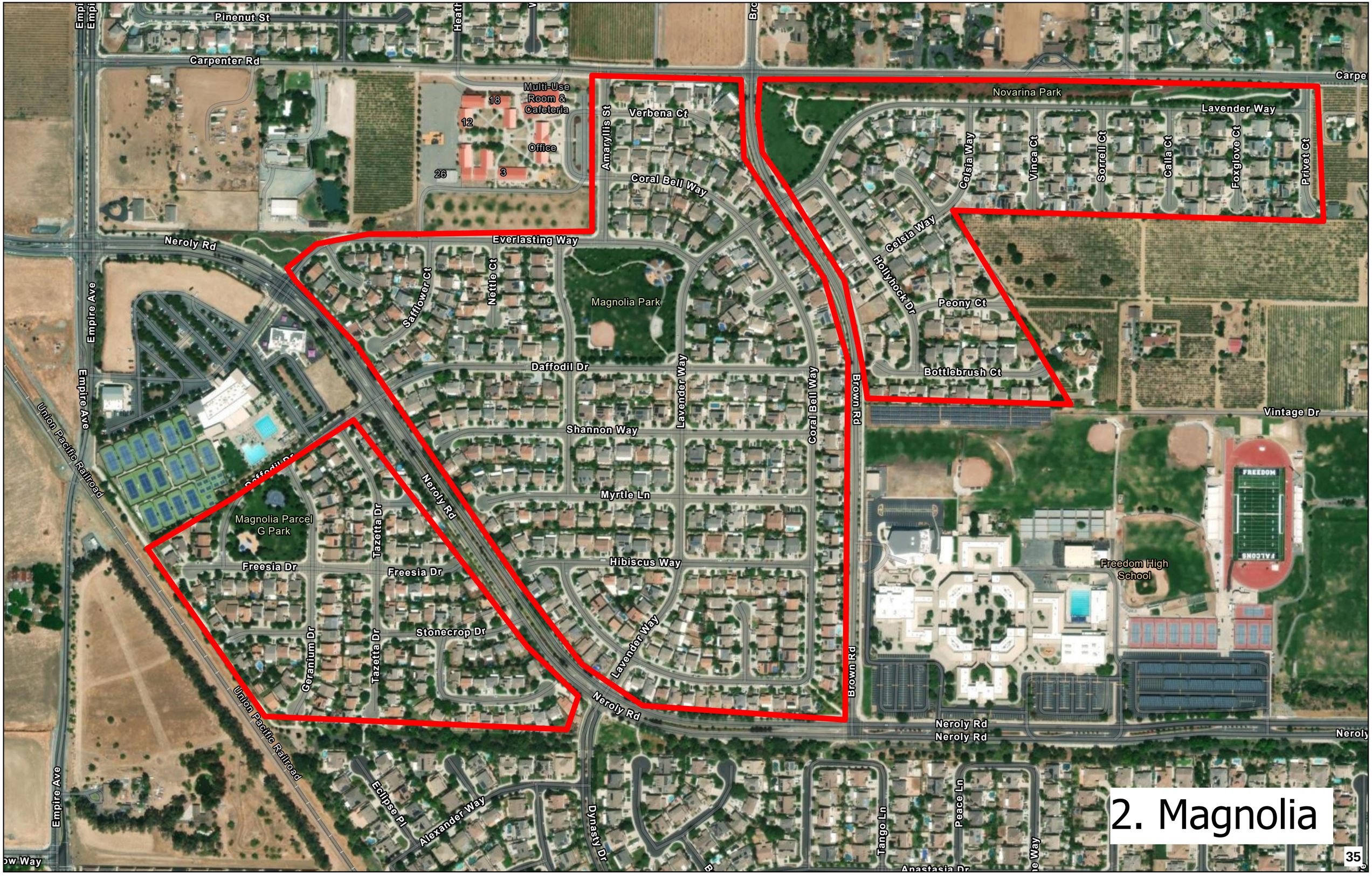
Street Lists and Maps

City of Oakley 2026 Surface Seal Project Preliminary Street List and Costs

Neighborhood	Street ID	Section ID	Street Name	Beginning	End	Lanes	Functional Class	Length (ft)	Width (ft)	Area (sf)	Surface Type	PCI Date	PCI	Current PCI	StreetSaver Needs Treatment	Unit Cost ($/SY)	Needs Cost	Surface Seal Approach	Unit Cost ($/SY)	Surface Seal Total Cost
Big Bear	8790A	00010	ARROWHEAD WAY	BIG BEAR RD	MAMMOUTH LN	2	RESIDENTIAL	350	32	11,200	AC	8/1/2023	52	48	HEAVY REHABILITATION	$ 112.90	$ 140,498	CAPE SEAL	$ 24.30	$ 30,240
Big Bear	8775C	0003	BERNARD ROAD	BEGINNING BRIDGE	BIG BEAR RD	2	RESIDENTIAL	200	37	7,400	AC	8/1/2023	52	48	HEAVY REHABILITATION	$ 112.90	$ 92,829	CAPE SEAL	$ 24.30	$ 19,980
Big Bear	8775E	0005	BIG BEAR COURT	MAMMOUTH LN	END	2	RESIDENTIAL	330	32	10,560	AC	8/1/2023	57	53	HEAVY REHABILITATION	$ 112.90	$ 132,469	CAPE SEAL	$ 24.30	$ 28,512
Big Bear	8775D	0004	BIG BEAR ROAD	MAMMOUTH LN (N)	MAMMOUTH LN (S)	2	RESIDENTIAL	1,550	32	49,600	AC	8/1/2023	56	52	HEAVY REHABILITATION	$ 112.90	$ 622,204	CAPE SEAL	$ 24.30	$ 133,920
Big Bear	8775A	0001	MAMMOUTH COURT	BIG BEAR RD	END	2	RESIDENTIAL	275	32	8,800	AC	8/1/2023	53	49	HEAVY REHABILITATION	$ 112.90	$ 110,391	CAPE SEAL	$ 24.30	$ 23,760
Big Bear	8795D	00010	MAMMOUTH LANE	BIG BEAR RD (N)	BIG BEAR RD (S)	2	RESIDENTIAL	1,292	32	41,344	AC	8/1/2023	53	49	HEAVY REHABILITATION	$ 112.90	$ 518,638	CAPE SEAL	$ 24.30	$ 111,629
Big Bear Total																	**$ 1,617,029.07**			**$ 348,041**
Magnolia	8789A	00110	AMARYLLIS STREET	CARPENTER RD	EVERLASTING WY	2	RESIDENTIAL	650	37	24,050	AC	8/11/2023	80	78	LIGHT MAINTENANCE	$ 11.30	$ 30,196	SLURRY SEAL	$ 11.30	$ 30,196
Magnolia	9004H	010	BERGAMOT CT	GERANIUM DR	END	2	RESIDENTIAL	315	33	10,395	AC	8/11/2023	54	50	HEAVY REHABILITATION	$ 112.90	$ 130,400	CAPE SEAL	$ 24.30	$ 28,067
Magnolia	8788J	00105	BOTTLEBRUSH COURT	W. END	E. END	2	RESIDENTIAL	700	30	21,000	AC	8/11/2023	76	73	LIGHT MAINTENANCE	$ 11.30	$ 26,367	SLURRY SEAL	$ 11.30	$ 26,367
Magnolia	8788C	00060	CALLA COURT	LAVENDER WY	END	2	RESIDENTIAL	390	30	11,700	AC	8/11/2023	82	80	LIGHT MAINTENANCE	$ 11.30	$ 14,690	SLURRY SEAL	$ 11.30	$ 14,690
Magnolia	8788F	00080	CELSIA WAY	LAVENDER WY	HOLLYHOCK DR	2	RESIDENTIAL	732	34	24,888	AC	8/11/2023	80	78	LIGHT MAINTENANCE	$ 11.30	$ 31,248	SLURRY SEAL	$ 11.30	$ 31,248
Magnolia	8789D	010	CORAL BELL CT	CORAL BELL WY	END	2	RESIDENTIAL	130	29	3,770	AC	8/11/2023	76	74	LIGHT MAINTENANCE	$ 11.30	$ 4,733	SLURRY SEAL	$ 11.30	$ 4,733
Magnolia	8789C	00130	CORAL BELL WAY	AMARYLLIS ST	LAVENDER WY	2	RESIDENTIAL	572	34	19,448	AC	8/11/2023	78	75	LIGHT MAINTENANCE	$ 11.30	$ 24,418	SLURRY SEAL	$ 11.30	$ 24,418
Magnolia	8789D	00145	CORAL BELL WAY	LAVENDER WY	HIBISCUS WY	2	RESIDENTIAL	1,400	34	47,600	AC	8/11/2023	80	78	LIGHT MAINTENANCE	$ 11.30	$ 59,764	SLURRY SEAL	$ 11.30	$ 59,764
Magnolia	8789I	00200	DAFFODIL DRIVE	CORAL BELL WY	NEROLY RD	2	RESIDENTIAL	1,725	34	58,650	AC	8/11/2023	75	72	LIGHT MAINTENANCE	$ 11.30	$ 73,638	SLURRY SEAL	$ 11.30	$ 73,638
Magnolia	8789J	00220	EVERLASTING WAY	LAVENDER WY	NEROLY RD	2	RESIDENTIAL	1,670	34	56,780	AC	8/11/2023	73	70	HEAVY MAINTENANCE	$ 24.30	$ 153,306	SLURRY SEAL	$ 11.30	$ 71,290
Magnolia	8788B	00050	FOXGLOVE COURT	LAVENDER WY	END	2	RESIDENTIAL	400	30	12,000	AC	8/11/2023	79	76	LIGHT MAINTENANCE	$ 11.30	$ 15,067	SLURRY SEAL	$ 11.30	$ 15,067
Magnolia	9004D	010	FREESIA DR	WEST END	EAST END	2	RESIDENTIAL	1,071	33	35,343	AC	8/11/2023	71	68	HEAVY MAINTENANCE	$ 24.30	$ 95,426	CAPE SEAL	$ 24.30	$ 95,426
Magnolia	9004E	010	GERANIUM DR	DAFFODIL DR	END	2	RESIDENTIAL	1,057	33	34,881	AC	8/11/2023	67	63	HEAVY MAINTENANCE	$ 24.30	$ 94,179	CAPE SEAL	$ 24.30	$ 94,179
Magnolia	8789E	00150	HIBISCUS WAY	CORAL BELL WY	END	2	RESIDENTIAL	1,160	34	39,440	AC	8/11/2023	75	72	LIGHT MAINTENANCE	$ 11.30	$ 49,519	SLURRY SEAL	$ 11.30	$ 49,519
Magnolia	8788H	00090	HOLLYHOCK DRIVE	LAVENDER WY	BOTTLEBRUSH CT	2	RESIDENTIAL	848	34	28,832	AC	8/11/2023	74	71	LIGHT MAINTENANCE	$ 11.30	$ 36,200	SLURRY SEAL	$ 11.30	$ 36,200
Magnolia	8788A	010	LAVENDER WAY	NEROLY RD	HIBISCUS WAY	2	RESIDENTIAL	650	32	20,800	AC	8/11/2023	76	73	LIGHT MAINTENANCE	$ 11.30	$ 26,116	SLURRY SEAL	$ 11.30	$ 26,116
Magnolia	8789F	020	LAVENDER WAY	HIBISCUS WY	DAFFODIL DR	2	RESIDENTIAL	725	34	24,650	AC	8/11/2023	74	71	LIGHT MAINTENANCE	$ 11.30	$ 30,949	SLURRY SEAL	$ 11.30	$ 30,949
Magnolia	8788A1	030	LAVENDER WAY	DAFFODIL DR	BROWN RD	2	RESIDENTIAL	840	34	28,560	AC	8/11/2023	74	71	LIGHT MAINTENANCE	$ 11.30	$ 35,859	SLURRY SEAL	$ 11.30	$ 35,859
Magnolia	8788A	040	LAVENDER WAY	BROWN RD	1745" W/O PRIVET CT	2	RESIDENTIAL	429	38	16,302	AC	8/11/2023	74	71	LIGHT MAINTENANCE	$ 11.30	$ 20,468	SLURRY SEAL	$ 11.30	$ 20,468
Magnolia	8788A	050	LAVENDER WAY	1745" W/O PRIVET CT	PRIVET CT	2	RESIDENTIAL	1,775	25	44,375	AC	8/11/2023	77	74	LIGHT MAINTENANCE	$ 11.30	$ 55,715	SLURRY SEAL	$ 11.30	$ 55,715
Magnolia	9004G	010	MANDRAKE CT	STONECROP DR	END	2	RESIDENTIAL	700	33	23,100	AC	8/11/2023	69	66	HEAVY MAINTENANCE	$ 24.30	$ 62,370	CAPE SEAL	$ 24.30	$ 62,370
Magnolia	8789G	00175	MYRTLE LANE	CORAL BELL WY	END	2	RESIDENTIAL	1,310	34	44,540	AC	8/11/2023	77	75	LIGHT MAINTENANCE	$ 11.30	$ 55,922	SLURRY SEAL	$ 11.30	$ 55,922
Magnolia	8789M	00250	NETTLE COURT	EVERLASTING WAY	END	2	RESIDENTIAL	340	30	10,200	AC	8/11/2023	76	73	LIGHT MAINTENANCE	$ 11.30	$ 12,807	SLURRY SEAL	$ 11.30	$ 12,807
Magnolia	8788I	00100	PEONY COURT	HOLLYHOCK DR	END	2	RESIDENTIAL	390	30	11,700	AC	8/11/2023	77	74	LIGHT MAINTENANCE	$ 11.30	$ 14,690	SLURRY SEAL	$ 11.30	$ 14,690
Magnolia	8796B	009	PRIVET COURT	LAVENDER WY	END	2	RESIDENTIAL	550	32	17,600	AC	8/11/2023	77	74	LIGHT MAINTENANCE	$ 11.30	$ 22,098	SLURRY SEAL	$ 11.30	$ 22,098
Magnolia	8789L	00220	SAFFLOWER COURT	EVERLASTING WAY	END	2	RESIDENTIAL	530	34	18,020	AC	8/11/2023	74	71	LIGHT MAINTENANCE	$ 11.30	$ 22,625	SLURRY SEAL	$ 11.30	$ 22,625
Magnolia	8789F	00185	SHANNON WAY	CORAL BELL WY	END	2	RESIDENTIAL	1,500	34	51,000	AC	8/11/2023	74	71	LIGHT MAINTENANCE	$ 11.30	$ 64,033	SLURRY SEAL	$ 11.30	$ 64,033
Magnolia	8788D	00065	SORREL COURT	LAVENDER WY	END	2	RESIDENTIAL	382	30	11,460	AC	8/11/2023	82	80	LIGHT MAINTENANCE	$ 11.30	$ 14,389	SLURRY SEAL	$ 11.30	$ 14,389
Magnolia	9004F	010	STONECROP DR	NEROLY RD	TAZETTA DR	2	RESIDENTIAL	531	33	17,523	AC	8/11/2023	68	64	HEAVY MAINTENANCE	$ 24.30	$ 47,312	CAPE SEAL	$ 24.30	$ 47,312
Magnolia	8788G	00090	TANSY COURT	CELSIA WY	END	2	RESIDENTIAL	214	29	6,206	AC	8/11/2023	78	75	LIGHT MAINTENANCE	$ 11.30	$ 7,792	SLURRY SEAL	$ 11.30	$ 7,792
Magnolia	8796F	010	TAZETTA DRIVE	DAFFODIL DR	END	2	RESIDENTIAL	1,200	33	39,600	AC	8/11/2023	64	60	HEAVY MAINTENANCE	$ 24.30	$ 106,920	CAPE SEAL	$ 24.30	$ 106,920
Magnolia	9004C	010	VALERIAN CT	TAZETTA DR	END	2	RESIDENTIAL	160	33	5,280	AC	8/11/2023	74	71	HEAVY MAINTENANCE	$ 24.30	$ 14,256	SLURRY SEAL	$ 11.30	$ 6,629
Magnolia	8789B	00120	VERBENA COURT	AMARYLLIS ST	END	2	RESIDENTIAL	415	30	12,450	AC	8/11/2023	80	78	LIGHT MAINTENANCE	$ 11.30	$ 15,632	SLURRY SEAL	$ 11.30	$ 15,632
Magnolia	8788E	00070	VINCA COURT	LAVENDER WY	END	2	RESIDENTIAL	386	30	11,580	AC	8/11/2023	77	74	LIGHT MAINTENANCE	$ 11.30	$ 14,539	SLURRY SEAL	$ 11.30	$ 14,539
Magnolia	8789H	00190	WINDFLOWER WAY	MYRTLE LN	DAFFODIL DR	2	RESIDENTIAL	465	34	15,810	AC	8/11/2023	78	75	LIGHT MAINTENANCE	$ 11.30	$ 19,850	SLURRY SEAL	$ 11.30	$ 19,850
Magnolia	8789H1	00190	WINDFLOWER WAY	DAFFODIL DR	EVERLASTING WY	2	RESIDENTIAL	461	34	15,674	AC	8/11/2023	77	74	LIGHT MAINTENANCE	$ 11.30	$ 19,680	SLURRY SEAL	$ 11.30	$ 19,680
Magnolia Total																	**$ 1,523,173.57**			**$ 1,331,198**
Teakwood	7877AK	0023	ALDER DRIVE	GAMAY DR	WEST CYPRESS RD	2	COLLECTOR	1,166	33	38,478	AC	8/8/2023	65	60	HEAVY MAINTENANCE	$ 27.20	$ 116,289	CAPE SEAL	$ 27.20	$ 116,289
Teakwood	7877E	0012	ASHWOOD DRIVE	TEAKWOOD DR	COP 671' E/O ASHWOOD DR	2	COLLECTOR	671	37	24,827	AC/AC	9/15/2023	100	89	SEAL CRACKS	$ 0.04	$ 104	SLURRY SEAL	$ 11.50	$ 31,723
Teakwood	7877AV	0002	BRISTOL COURT	LOIS LN	END	2	RESIDENTIAL	120	29	3,480	AC	8/7/2023	35	29	RECONSTRUCT STRUCTURE (AC)	$ 288.90	$ 111,708	CAPE SEAL	$ 24.30	$ 9,396
Teakwood	7877AX	0002	CORNISH COURT	LOIS LN	END	2	RESIDENTIAL	120	29	3,480	AC	8/7/2023	36	30	RECONSTRUCT STRUCTURE (AC)	$ 288.90	$ 111,708	CAPE SEAL	$ 24.30	$ 9,396
Teakwood	7877AW	0002	DEVON COURT	LOIS LN	END	2	RESIDENTIAL	120	29	3,480	AC	8/7/2023	49	45	HEAVY REHABILITATION	$ 112.90	$ 43,655	CAPE SEAL	$ 24.30	$ 9,396
Teakwood	7877F	0007	DRIFTWOOD COURT	EDGEWOOD DR	END	2	RESIDENTIAL	370	29	10,730	AC	8/8/2023	36	31	RECONSTRUCT STRUCTURE (AC)	$ 288.90	$ 344,433	CAPE SEAL	$ 24.30	$ 28,971
Teakwood	7877G	0006	EDGEWOOD COURT	EDGEWOOD DR	END	2	RESIDENTIAL	328	29	9,512	AC	8/8/2023	43	38	HEAVY REHABILITATION	$ 112.90	$ 119,323	CAPE SEAL	$ 24.30	$ 25,682
Teakwood	7877D	0023	EDGEWOOD DRIVE	ASHWOOD DR	1790 EDGEWOOD DR	2	RESIDENTIAL	1,214	34	41,276	AC	8/8/2023	41	36	HEAVY REHABILITATION	$ 112.90	$ 517,784	CAPE SEAL	$ 24.30	$ 111,445
Teakwood	7877AM	0039	GAMAY CIRCLE	GAMAY DR/ ALDER DR	ALDER DR	2	RESIDENTIAL	2,001	33	66,033	AC	8/8/2023	60	57	LIGHT REHABILITATION	$ 82.40	$ 604,569	CAPE SEAL	$ 24.30	$ 178,289
Teakwood	8177A	0038	GAMAY DRIVE	TEAKWOOD DR	ALDER DR	2	COLLECTOR	532	33	17,556	AC	8/8/2023	42	33	HEAVY REHABILITATION	$ 132.40	$ 258,268	CAPE SEAL	$ 27.20	$ 53,058
Teakwood	7877AU	0018	LOIS LANE	CYPRESS RD	BRISTOL CT	2	RESIDENTIAL	655	35	22,925	AC	8/7/2023	81	78	LIGHT MAINTENANCE	$ 11.30	$ 28,784	SLURRY SEAL	$ 11.30	$ 28,784
Teakwood	7877AU	0025	LOIS LANE	BRISTOL CT	MALLARD LN	2	RESIDENTIAL	315	26	8,190	AC	8/7/2023	38	33	HEAVY REHABILITATION	$ 112.90	$ 102,739	CAPE SEAL	$ 24.30	$ 22,113
Teakwood	7877AY	0015	MALLARD COURT	W. END	E. END	2	RESIDENTIAL	285	33	9,405	AC	8/7/2023	42	37	HEAVY REHABILITATION	$ 112.90	$ 117,981	CAPE SEAL	$ 24.30	$ 25,394
Teakwood	7877S	0017	MALLARD LANE	GAMAY CIR	OAK FOREST AVE	2	COLLECTOR	811	33	26,763	AC	8/7/2023	39	30	RECONSTRUCT STRUCTURE (AC)	$ 342.20	$ 1,017,589	CAPE SEAL	$ 27.20	$ 80,884
Teakwood	7877AN	0013	PORT COURT	ALDER DR	END	2	RESIDENTIAL	686	29	19,894	AC	8/8/2023	69	66	HEAVY MAINTENANCE	$ 24.30	$ 53,714	CAPE SEAL	$ 24.30	$ 53,714
Teakwood	7877AL	0013	TEAKWOOD COURT	GAMAY DR	END	2	RESIDENTIAL	686	29	19,894	AC	8/8/2023	59	55	HEAVY REHABILITATION	$ 112.90	$ 249,559	CAPE SEAL	$ 24.30	$ 53,714
Teakwood	7877C	0049	TEAKWOOD DRIVE	MAIN ST	GAMAY DR	2	RESIDENTIAL	1,531	37	56,647	AC	8/8/2023	43	38	HEAVY REHABILITATION	$ 112.90	$ 710,605.14	CAPE SEAL	$ 24.30	$ 152,947
Teakwood Total																	**$ 4,508,811**			**$ 991,195**
Grand Total																	**$ 7,649,013**			**$ 2,670,434**

Burger King
AutoZone
Rite Aid
Main St
Edgewood Dr
Teakwood Dr
Chardonnay Dr
Gamay Dr
Claret Ct
Tawny Ct
Burgundy Dr
Pinot Ct
Sauterne Way
Port Way
W Cypress Rd
Ashwood Dr
Delta Family Dentistry
Silver Oak Apartments
Dawson Dr
Wildcat Way
Montague Ave
Gardenia Ave
Drake Ct
Alder Dr
Lois Ln
Mallard Ln
Oak Forest Ave
Fuschia Way
Fuschia Ct
Oakley Park
Maintenance
Admin
Hallway
Duarte Ave
Mills Pl

1. Teakwood


Pinenut St
Carpenter Rd
Multi-Use Room & Cafeteria
18
12
Office
26
3
Amaryllis St
Verbena Ct
Coral Bell Way
Everlasting Way
Neroly Rd
Empire Ave
Safflower Ct
Nettle Ct
Magnolia Park
Daffodil Dr
Lavender Way
Coral Bell Way
Shannon Way
Myrtle Ln
Hibiscus Way
Brown Rd
Novarina Park
Lavender Way
Celsia Way
Vinca Ct
Sorrell Ct
Calla Ct
Foxglove Ct
Privet Ct
Celsia Way
Hollyhock Dr
Peony Ct
Bottlebrush Ct
Vintage Dr
Freedom High School
Magnolia Parcel G Park
Freesia Dr
Freesia Dr
Tazetta Dr
Tazetta Dr
Geranium Dr
Stonecrop Dr
Union Pacific Railroad
Union Pacific Railroad
Neroly Rd
Neroly Rd
Neroly Rd
Empire Ave
Eclipse Pl
Alexander Way
Dynasty Dr
Tango Ln
Peace Ln
Anastasia Dr

2. Magnolia

3. Big Bear

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Attachment B

Fee Estimate

City of Oakley
2025-26 Street Repair and Resurfacing Project
Fee Estimate
August 12, 2025

	Labor Hours								
Task Description	Principal	Project Manager	Project Engineer	Staff Engineer	CAD Designer	Clerical	Labor Expenses	Reimbursable Expenses	Total Cost
Rate	**$350**	**$280**	**$200**	**$175**	**$170**	**$120**			
1. Project Management & Meetings									
1A. Project Kick-off Meeting/Progress Meetings	4	24		16		8	$ 11,880	$ 100	$ 12,000
1B. Utility Coordination		2		16		2	$ 3,600	$ 100	$ 3,700
Sub-Total	**4**	**26**	**0**	**32**	**0**	**10**	**$ 15,480**	**$ 200**	**$ 15,700**
2. Pavement Design									
2A. Pavement and C & G Condition Survey		2	4	42			$ 8,710	$ 800	$ 9,500
2B. Pavement Design Recommendations	8	4	40			2	$ 12,160	$ 100	$ 12,300
Sub-Total	**8**	**6**	**44**	**42**	**0**	**2**	**$ 20,870**	**$ 900**	**$ 21,800**
3. Plans, Specifications & Estimates (PS&E)									
3A. Design Data Gathering		2	4	74		2	$ 14,550	$ 1,600	$ 16,200
3B. 60% PS&E	16	16		158	172	2	$ 67,210	$ 100	$ 67,300
3C. Final (100%) PS&E	8	6		104	108	4	$ 41,520	$ 100	$ 41,600
Sub-Total	**24**	**24**	**4**	**336**	**280**	**8**	**$ 123,280**	**$ 1,800**	**$ 125,100**
4. Bidding and Construction Support Services									
4A. Bidding Support Services	4	4		12			$ 4,620	$ 100	$ 4,700
4B. Construction Support Services	8	8		40			$ 12,040	$ 200	$ 12,200
Sub-Total	**12**	**12**	**0**	**52**	**0**	**0**	**$ 16,660**	**$ 300**	**$ 16,900**
Total	**48**	**68**	**48**	**462**	**280**	**20**	**$ 176,290**	**$ 3,200**	**$ 179,500**

DATE: September 9, 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 two Resolutions Approving a Subdivision Improvement Agreement and Final Map for Rosewood Estates Subdivision 8787 located at the northwest corner of Laurel Road and Rose Avenue

Background and Analysis

On December 5, 2008, Discovery Builders Inc. submitted an application for a Rezone from the General Agriculture (A-2) Zone District to the Planned Development (P-1) Zone District, and a Vesting Tentative Map (8787) to subdivide a 13.9-acre parcel into 76 parcels located at 4073 Rose Avenue, APN: 035-220-032. On March 23, 2010, the City Council approved the project Tentative Map through adoption of City Council Resolution No. 40-10.

On October 8, 2019, Discovery Builders, Inc. filed an application requesting to extend the approval of Vesting Tentative Map 8787 for a period of three (3) additional years. This was the second discretionary extension as the previous extension was granted March 2, 2017. Granting this made up the final three (3) years of six (6) maximum discretionary extensions allowed. The approved Vesting Tentative Map consists of approximately 14 acres divided into sixty-one (61) detached single family residential lots.

On February 25, 2020, the City Council approved the project Tentative Map extension resulting in Rosewood Subdivision 8787 expiring on March 23, 2023, unless it is further extended pursuant to the Subdivision Map Act or other automatic extensions. The developer has been actively pursuing the approval of the final map and has been working with staff since February 2022. The Subdivision Map Act Section 66452.6(d) states that the processing, approval, and recording, may lawfully occur after the date of expiration of the tentative map so long as a timely filing has been made. This subdivision development involves relocation of two Western Area Power Administration (WAPA) high voltage poles along the property frontage on Rose Avenue, which the developer has been actively working with WAPA in the past few years. The developer has executed the agreement with WAPA, and the City Engineer and City Surveyor have deemed a timely filing of this map.

In order to satisfy all remaining conditions of approval, a Subdivision Improvement Agreement must be approved with the recordation of the final map. Discovery Builders,

Inc. requested approval by the City Council to execute the Subdivision Improvement Agreement and approval of the final map for Subdivision 8787 Rosewood Estates.

The City Engineer and City Surveyor have reviewed the tentative map approval documents and the final map, and have found the map to be technically correct, in substantial compliance with the conditionally approved tentative map, development agreement, and all final map conditions of approval have been met (or are being secured by way of this agreement).

Consistency with the Oakley Strategic Plan 27+

This item is consistent with the Strategic Plan 27+ Community Health and Safety goals under Community Health and Safety Goal to build safe streets and healthy neighborhoods. The cost of existing frontage improvements of Laurel Road will be reimbursed from the Developer to the City, consistent with the Reimbursement Agreement for this development. Rose Avenue will be improved to the ultimate frontage improvements along the subdivision boundary.

Fiscal Impact

There is no fiscal impact associated with this action as all the work is being performed by the Developer.

Staff Recommendation

Staff recommend that the City Council adopt the Resolution to execute the Subdivision Improvement Agreement and approve the Final Map for Subdivision 8787 Rosewood Estates.

Attachments

1. Vicinity Map
2. Resolution Approving the Final Map
3. Resolution Approving the Subdivision Improvement Agreement
4. Subdivision Improvement Agreement (SIA)
   - Exhibit A – City Council Resolution No. 40-10
   - Exhibit B – Prevailing Wage
   - Exhibit C – Insurance Requirements
   - Exhibit D – Verification of Required Insurance
   - Exhibit E – Engineer's Estimate
5. Reduction of Subdivision 8787 Rosewood Estates Final Map



OAKLEY
CALIFORNIA

Vicinity Map
Subdivision 8787
Rosewood Estates

RESOLUTION NO. XX-25

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OAKLEY APPROVING THE FINAL MAP FOR ROSEWOOD ESTATES SUBDIVISION 8787

WHEREAS, On December 5, 2008, Discovery Builders Inc. submitted an application for a Rezone from the General Agriculture (A-2) Zone District to the Planned Development (P-1) Zone District, and a Vesting Tentative Map (8787) to subdivide a 13.9-acre parcel into 76 parcels located at 4073 Rose Avenue, APN: 035-220-032; and,

WHEREAS, On March 23, 2010, the City Council approved the project Tentative Map through adoption of City Council Resolution No. 40-10; and,

WHEREAS, Discovery Builders, Inc. has satisfied the necessary conditions of approval for Subdivision 8787 Rosewood Estates as approved by the City Council on March 23, 2010, Resolution Number 40-10; and

WHEREAS, the City Engineer has determined that the conditions of approval required prior to final map approval for the project have been satisfied; and

WHEREAS, the City Surveyor has determined that the final map attached herein as Exhibit A is technically correct.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Oakley that the final map labeled “Subdivision 8787 Rosewood Estates”, as prepared by Apex Civil Engineering & Land Surveying be approved.

PASSED AND ADOPTED by the City Council of the City of Oakley this 9th day of September 2025 by the following vote:

AYES:
NOES:
ABSTENTIONS:
ABSENT:

APPROVED:

_____
Shannon Shaw, Mayor

ATTEST:

_____
Kim Snodgrass, City Clerk

_____
Date

RESOLUTION NO. XX-25

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OAKLEY APPROVING THE SUBDIVISION IMPROVEMENT AGREEMENT WITH DISCOVERY BUILDERS, INC. FOR ROSEWOOD ESTATES SUBDIVISION 8787

WHEREAS, the City Council of the City of Oakley, California, wishes to enter into a Subdivision Improvement Agreement with Discovery Builders, Inc., a California Corporation, for the development of a residential subdivision known as Rosewood Estates Subdivision 8787; and

WHEREAS, this agreement will require the developer to complete $1,716,325 for Public Improvements, $144,695 for Grading, and $224,616.43 for Public Landscaping, in accordance with the project conditions of approval and City standard construction design.

NOW, THEREFORE, BE IT RESOLVED AND ORDERED, by the City Council of the City of Oakley that the Subdivision Improvement Agreement with Discovery Builders, Inc., a California Corporation, is hereby approved and the City Manager is hereby authorized to execute the Subdivision Improvement Agreement for the development of Rosewood Estates Subdivision 8787 in the form attached hereto as Exhibit A is made part of this resolution.

PASSED AND ADOPTED by the City Council of the City of Oakley this 9th day of September 2025 by the following vote:

AYES:
NOES:
ABSENT:
ABSTENTIONS:

APPROVED:

_____
Shannon Shaw, Mayor

ATTEST:

_____
Kim Snodgrass, City Clerk

_____
Date

CITY OF OAKLEY
SUBDIVISION IMPROVEMENT AGREEMENT
SUBDIVISION 8787

This Subdivision Improvement Agreement (this "Agreement" is dated as of September 9, 2025 and evidences the agreement between (i) the City of Oakley, a municipal corporation and general law city of the State of California (the "City") and (ii) and ADS III Holdings, LLC, a California Limited Liability Company (the "Developer" or "Subdivider"), (collectively "Parties") to improve and dedicate those public improvements imposed by Resolution No.40-10.

RECITALS

WHEREAS, on March 23rd, 2010 the City Council of the City of Oakley, California, adopted Resolution Number 40-10 authorizing Subdivision 8787 Rosewood Estates in accordance with: the requirements of the Subdivision Map Act of the State of California; and Oakley Municipal Code Section 6.3.100, *et. seq.*; those certain plans and specifications for said development approved by City and titled Subdivision 8787 Rosewood Estates Grading Plans, Improvement Plans, and Landscape Plans now on file in the office of the City Engineer; and those conditions set forth in the Conditions of Approval ("COA") (the "Improvements"); and

WHEREAS, Subdivider has applied to City for final parcel map approval without having completed all the Improvements; nor having met Conditions of Approval ("COA") and therefore will enter into an agreement with the City providing for the future construction and installation of the improvements, as required by the Subdivision Map Act, Government Code Section 66410 *et seq.*, and Oakley Municipal Code section, 6.3.100, *et. seq*,; and

WHEREAS, Developer intends to satisfactorily complete the Improvements within the time hereinafter specified, and City intends to accept Developer's offer(s) of dedication of the Improvements in consideration for Developer's satisfactory performance of the terms and conditions of this Agreement; and

WHEREAS, the satisfaction of all COAs. Developer's agreement to satisfy all COAs, and construct the Improvements identified in the aforementioned COAs is a material part of the consideration for this Agreement; and

WHEREAS, City has adopted standards for the construction and installation of improvements within City. The Improvement Plans have been prepared in conformance with City standards in effect on the date of approval of the Resolution No. 40-10;

WHEREAS, Subdivider recognizes that by approving the final map for Subdivision 8787 Rosewood Estates, City has conferred substantial rights upon Developer, including the right to sell, lease, or finance lots within the Subdivision, and has taken the final act necessary to subdivide the property within the Subdivision. As a result, City will be damaged to the extent of the cost of installation of the improvements by Subdivider's failure to perform its obligations under this Agreement, including, but not limited to, Subdivider's obligation to commence construction of the improvements by the time established in this Agreement. City shall be entitled to all remedies available to it pursuant to this Agreement and law in the event of a

default by Subdivider. It is specifically recognized that the determination of whether a reversion to acreage or rescission of the Subdivision constitutes an adequate remedy for default by the Subdivider shall be within the sole discretion of City.

NOW, THEREFORE, in consideration of the mutual promises, conditions and covenants herein contained, the parties agree as follows:

1. Purpose. The purpose of this Agreement is to guarantee completion of certain improvements in accordance with the Improvement Plans and ensure satisfactory performance by Subdivider of Subdivider's obligations to satisfy the Conditions of Approval.

2. Improvements. Developer agrees to install the road improvements (both public and private), sewer and drainage improvements, signs, street lights, fire hydrants, landscaping, and such other improvements (including appurtenant equipment) as required as conditions of approval of Tentative Map 8787 as set forth in Exhibit A to this Agreement, which is incorporated herein as if set forth at this point, or as otherwise required in the subdivision ordinance. In the event that any provision of this Agreement conflicts with the provisions of Exhibit A the provisions of Exhibit A shall prevail to the extent that the conflicting provision in Exhibit A requires a greater or more extensive improvement or expenditure, or to the extent that that provision extends Developer's obligations over a greater period of time than the specific provision set forth herein. Such improvements shall also be made in conformance with the Oakley Municipal Code and Contra Costa County Ordinance Code, as adopted and enforced by the City.

Developer will commence construction of the Improvements within thirty (30) days following the date of execution this Agreement. Developer shall complete said work not later than 12 months following said date of execution in a good workmanlike manner, in accordance with accepted construction practices and in a manner equal or superior to the requirements of the City of Oakley Municipal Code and Contra Costa County Ordinance Code and rulings made thereunder; and where there is a conflict between the improvement plans and the City Municipal Code or County Ordinance Code, the stricter requirements shall govern. The City relies on certain laws, ordinances and design standards of the County of Contra Costa and such references herein to the County Code or County Ordinance Code are understood to refer to such ordinances and codes as if adopted by the City of Oakley.

3. Estimated Cost of Improvements and Possible Future Cash Deposit. The estimated cost of constructing the Improvements required by this Agreement as adjusted for inflation is agreed to be $1,716,325 for Public Improvements, $144,695 for Grading and $224,616.43 for Public Landscaping. Said amounts include costs and reasonable expenses and fees which may be incurred in enforcing the obligation secured.

4. Bonds Furnished. Concurrently with the execution of this Agreement, Developer shall furnish City with the following security in the forms specified in Government Code sections 66499.1 and 66499.2 or in a form satisfactory to the City Attorney if different from such Government Code forms:

A. Faithful Performance. Either a cash deposit, a corporate surety bond issued by a company duly and legally licensed to conduct a general surety business in the State of California, or an instrument of credit equivalent to one hundred percent (100%) of the estimate set forth in Paragraph 2 and sufficient to assure City that The Improvements will be satisfactorily completed. A minimum of one percent (1%) of the security shall be a cash deposit.

B. Labor and Materials. Either a cash deposit, a corporate surety bond issued by a company duly and legally licensed to conduct a general surety business in the State of California, or an instrument of credit equivalent to fifty percent (50%) of the estimate set forth in Paragraph 2 and sufficient to assure City that Developer's contractors, subcontractors, and other persons furnishing labor, materials, or equipment shall be paid therefor.

C. Cash Deposit. If required by City, a cash deposit, corporate surety bond, or instrument of credit sufficient to assure City that the surface water drainage of the subdivision shall not interfere with the use of neighboring property, including public streets and highways.

City shall be the sole indemnitee named on any instrument required by this Agreement. Any instrument or deposit required herein shall conform with the provisions of Chapter 5 of the Subdivision Map Act. Developer may request that portions or all of the bonds may be substituted by other parties in the event that portions or all of the Subdivision is sold to other parties, and such substitution shall not be unreasonably withheld by City.

5. Prevailing Wage. City has determined that construction of the Improvements falls within the definition of "public works" set forth in California Labor Code Section 1720. Subject to any amendments to Labor Code Section 1720 et seq., Developer shall comply with Labor Code Section 1720 et seq., shall comply with the provisions set forth in Exhibit B and shall ensure that any contractors and subcontractors comply with the provisions of Exhibit B. Developer shall waive, indemnify, hold harmless and defend City concerning any liability arising out of Labor Code Section 1720, et seq.

6. Work Performance and Guarantee. Except as otherwise expressly provided in this Agreement, and excepting only items of routine maintenance, ordinary wear and tear and unusual abuse or neglect, Developer guarantees all work executed by Developer and/or Developer's agents, and all supplies, materials and devices of whatsoever nature incorporated in, or attached to the work, or otherwise delivered to City as a part of the work pursuant to the Agreement, to be free of all defects of workmanship and materials for a period of one (1) year after initial acceptance of the entire work by City. Developer shall repair or replace any or all such work or material, together with all or any other work or materials which may be displaced or damaged in so doing, that may prove defective in workmanship or material within said one-year guarantee period without expense or charge of any nature whatsoever to City. Developer further covenants and agrees that when defects in design, workmanship and materials actually appear during the one-year guarantee period, and have been corrected, the guarantee period shall

automatically be extended for an additional year to insure that such defects have actually been corrected.

In the event the Developer shall fail to comply with the conditions of the foregoing guarantee within thirty (30) days' time, after being notified of the defect in writing, City shall have the right, but shall not be obligated, to repair or obtain the repair of the defect, and Developer shall pay to City on demand all costs and expense of such repair. Notwithstanding anything herein to the contrary, in the event that any defect in workmanship or material covered by the foregoing guarantee results in a condition which constitutes an immediate hazard to the public health, safety, or welfare, City shall have the right to immediately repair, or cause to be repaired, such defect, and Developer shall pay to City on demand all costs and expense of such repair. The foregoing statement relating to hazards to health and safety shall be deemed to include either temporary or permanent repairs which may be required as determined in the sole discretion and judgment of City.

If City, at its sole option, makes or causes to be made the necessary repairs or replacements or performs the necessary work, Developer shall pay, in addition to actual costs and expenses of such repair or work, fifty percent (50%) of such costs and expenses for overhead and interest at the maximum rate of interest permitted by law accruing thirty (30) days from the date of billing for such work or repairs.

7. Duty to Maintain Improvements. City shall not be responsible or liable for the maintenance or care of the Improvements until City formally approves and accepts them in accordance with its policies and procedures. City shall exercise no control over the Improvements until approved and accepted. Any use by any person of the Improvements, or any portion thereof, shall be at the sole and exclusive risk of the Developer at all times prior to City's acceptance of the Improvements. Developer shall maintain all the Improvements in a state of good repair until they are completed by Developer and approved and accepted by City. Maintenance shall include, but shall not be limited to, repair of pavement, curbs, gutters, sidewalks, signals, parkways, water mains, and sewers; maintaining all landscaping in a vigorous and thriving condition reasonably acceptable to City; removal of debris from sewers and storm drains; and sweeping, repairing, and maintaining in good and safe condition all streets and street improvements.

It shall be Developer's responsibility to initiate all maintenance work, but if it shall fail to do so, it shall promptly perform such maintenance work when notified to do so by City. If Developer fails to properly prosecute its construction standard and maintenance obligations in Section 6 and 7, City may do all work necessary for such maintenance and the cost thereof shall be the responsibility of Developer and its surety under this Agreement if necessary. Until final acceptance of the Improvements, Subdivider shall give good and adequate warning to the public of each and every dangerous condition existent in said improvements, and will take all reasonable actions to protect the public from such dangerous condition. City shall not be responsible or liable for any damages or injury of any nature in any way related to or caused by the Improvements or their condition prior to acceptance. Notwithstanding the above, Developer shall make available for public use any streets, curbs, gutters, sidewalks or walkways, streetlights, street furniture, storm drain improvements, fire hydrants, and any other facilities

intended for general public use, which are installed, altered or affected by the Work, as soon as they can be safely placed in service.

8. Insurance Required. Concurrently with the execution hereof, Developer shall obtain or cause to be obtained and filed with the City, all insurance required in this paragraph and as set forth in Exhibit C, and such insurance shall have been approved by the Finance Director of City, or his designee, as to form, amount and carrier. Prior to the commencement of work under this Agreement, Developer's general contractor shall obtain or cause to be obtained and filed with the Finance Director, all insurance required under this paragraph and as set forth in Exhibit C, evidenced herein as Exhibit D, and such insurance shall have been approved by the Finance Director of City, as to form, amount and carrier. Developer shall not allow any contractor or subcontractor to commence work on this contract or subcontract until all insurance required for Developer and Developer's general contractor shall have been so obtained and approved. Said insurance shall be maintained in full force and effect until the completion of work under this Agreement and the final acceptance thereof by City. All requirements herein provided shall appear either in the body of the insurance policies or as endorsements and shall specifically bind the insurance carrier.

9. Inspection of the Work. All of the Work shall be performed to the satisfaction of the City Engineer in his or her reasonable discretion. The City and its authorized agents shall, at all times during the performance of the Work, have free access to the Work and shall be allowed to examine the Work and all materials used and to be used in the Work. Any Work performed without inspection is subject to rejection by City. All Work shall be performed during the City's normal working hours and work days. If an inspector is available, Developer shall pay the actual costs for overtime work as provided in Section 10 below. If an inspector is not available, no Work shall be performed.

10. Indemnity. City or any officer or employee thereof shall not be liable for any injury to persons or property occasioned by reason of the acts or omissions of Subdivider, its agents or employees in the performance of this Agreement. Subdivider further agrees to protect, indemnify, and hold harmless City, its officials and employees from any and all claims, demands, causes of action, liability or loss of any sort, because of, or arising out of, acts or omissions of Subdivider, its agents or employees in the performance of this Agreement, including all claims, demands, causes of action, liability, or loss because of, or arising out of, in whole or part, the design or construction or both of the improvements. This indemnification and agreement to hold harmless shall extend to injuries to persons and damages or taking of property resulting from the design or construction or both of said Subdivision, and the public improvements as provided herein, and in addition, injuries to adjacent property owners as a consequence of the diversion of waters from the design or construction or both of public drainage systems, streets and other public improvements. Acceptance by City of the improvements shall not constitute an assumption by the City of any responsibility for any damage or taking covered by this paragraph. City shall not be responsible for the design or construction of the Subdivision or the improvements pursuant to the approved improvement plans or map, regardless of any negligent action or inaction taken by City in approving the plans or maps, unless the particular improvement design was specifically required by City over written objection by Subdivider submitted to the City Engineer before approval of the particular

improvement design, which objection indicated that the particular improvement design was dangerous or defective and suggested an alternative safe and feasible design. Provisions of this paragraph shall remain in full force and effect for 10 years following the final acceptance by the City of the improvements. It is the intent of this section that Subdivider shall be responsible for all liability for design and construction of the improvements installed or work done pursuant to this Agreement and that the City shall not be liable for any negligence, nonfeasance, misfeasance or malfeasance in approving, reviewing, checking, or correcting any plans or specifications or in approving, reviewing or inspecting any work or construction. The improvement security shall not be required to cover the provisions of this paragraph. The requirements as to the types and limits to be maintained by Subdivider, and any approval of such insurance by City, are not intended to and will not in any manner limit or qualify the liabilities and obligations otherwise assumed by Subdivider pursuant to this Agreement, including, without limitation, to the provisions concerning indemnification.

11. Abandonment of Work; Notice. If Developer refuses or fails to obtain prosecution of the work, or any severable part thereof, with such diligence as will insure its completion within the time specified, or any extension thereof, or fails to obtain completion of said work within such time, or if Developer should be adjudged as bankrupt, or should make a general assignment for the benefit of Developer's creditors, or if a receiver should be appointed, or if Developer, or any of Developer's contractors, subcontractors, agents or employees should violate any of the provisions of this Agreement, the City through its Public Works Director may serve written notice on Developer and Developer's surety or holder of other security of breach of this Agreement, or of any portion, thereof, and default of Developer.

In the event of any such notice of breach of this Agreement, Developer's surety shall have the duty to take over and complete the Improvements herein specified; provided, however, that if the surety, within thirty (30) days after the serving upon it of such notice of breach, does not give City written notice of its intention to take over the performance of the contract, and does not commence performance thereof within thirty (30) days after notice to City of such election, City may take over the work and prosecute the same to completion, by contract or by any other method City may deem advisable. At the expense of Developer and Developer's surety shall be liable to City for any damages and/or reasonable and documented excess costs occasioned by City thereby; and, in such event, City, without liability for so doing, may take possession of, and utilize in completing the work, such materials, appliances, plant and other property belonging to Developer as may be on the site of the work and necessary therefor.

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

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

Attn: City Manager and City Engineer
City of Oakley
3231 Main Street
Oakley, CA 94561

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

Attn: Albert D. Seeno III, Manager
Company Name: ADS III Holdings, LLC
Address: 3420 Stone Valley Road, West Suite #2
City, State, Zip: Alamo Ca 94507

Notices required to be given to the Surety of Developer shall be addressed as follows:

Attn: Matt Curran
Company Name: Lexon Insurance Company
Address: 12890 Lebanon Road
City, State, Zip: Mt Juliet Tn 37122

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

Concurrently with the execution of this Agreement, Developer has executed and has caused to be acknowledged an abstract of this Agreement. Developer agrees that City may record this abstract in the Official Records of Contra Costa County.

12. Inspection of the Work. All of the Work shall be performed to the satisfaction of the City Engineer in his or her reasonable discretion. The City and its authorized agents shall, at all times during the performance of the Work, have free access to the Work and shall be allowed to examine the Work and all materials used and to be used in the Work. Any Work performed without inspection is subject to rejection by City. All Work shall be performed during the City's normal working hours and work days. If an inspector is available, Developer shall pay the actual costs for overtime work as provided in Section 10 below. If an inspector is not available, no Work shall be performed.

13. Liability.

A. Developer Primarily Liable. Developer hereby warrants that the design and construction of The Improvements will not adversely affect any portion of adjacent properties and that all work will be performed in a proper manner. Developer agrees to indemnify, defend, release, and hold harmless City, and each of its elective and appointive boards, commissions, officers agents and employees, from and against any and all loss, claims, suits, liabilities, actions, damages, or causes of action of every kind, nature and description, directly or indirectly arising from an act or omission of Developer, its employees, agents, or independent contractors in connection with Developer's actions and obligations hereunder; provided as follows:

1. That City does not, and shall not, waive any rights against Developer which it may have by reason of the aforesaid hold harmless agreement, because of the acceptance by City, or the deposit with City by

Developer, of any of the insurance policies described in Paragraph 4 hereof.

2. That the aforesaid hold harmless agreement by Developer shall apply to all damages and claims for damages of every kind suffered, or alleged to have been suffered, by reason of any of the aforesaid operations referred to in this paragraph, regardless of whether or not City has prepared, supplied, or approved of plans and/or specifications for the subdivision, or regardless of whether or not such insurance policies shall have been determined to be applicable to any of such damages or claims for damages.

B. Design Defect. If, in the opinion of the City, a design defect in the work of improvement becomes apparent during the course of construction, or within one (1) year following acceptance by the City of the improvements, and said design defect, in the opinion of the City, may substantially impair the public health and safety, Developer shall, upon order by the City, correct said design defect at his sole cost and expense, and the sureties under the Faithful Performance and Labor and Materials Bonds shall be liable to the City for the corrective work required.

C. Litigation Expenses. In the event that legal action is instituted by either party to this Agreement, and said action seeks damages for breach of this Agreement or seeks to specifically enforce the terms of this Agreement, and, in the event, judgment is entered in said action, the prevailing party shall be entitled to recover its attorneys' fees and court costs. If City is the prevailing party, City shall also be entitled to recover its attorney's fees and costs in any action against Developer's surety on the bonds provided under paragraph.

D. Patent and Copyright Costs. In the event that said plans and specifications require the use of any material, process or publication which is subject to a duly registered patent or copyright, Developer shall be liable for, and shall indemnify City from any fees, costs or litigation expenses, including attorneys' fees and court costs, which may result from the use of said patented or copyrighted material, process or publication.

14. Acceptance of Improvements. Subdivider warrants that it has an interest in the real property that comprises the subject Final Map. Upon acceptance of the work on behalf of City and recordation of the Notice of Completion, ownership of the improvements constructed pursuant to this Agreement shall vest in City. Acceptance of the work on behalf of City shall be made by the City Council upon recommendation of the City Engineer after final completion of improvements. The City Council shall act upon the Engineer's recommendation within 30 days from the date the City Engineer notifies the City Council that the work has been finally completed, as provided in Section 11. Such acceptance shall not constitute a waiver of defects by City.

15. Agents. Neither Subdivider nor any of Subdivider's agents, employees, contractors or subcontractors are or shall be considered to be agents of City in connection with the performance of Subdivider's obligations under this Agreement.

16. Assignment. This Agreement shall not be assigned by Developer without the written consent of City. Assignment of Agreement shall not impact the effectiveness of this Agreement of subsequent owners

17. Time is of the essence in this Agreement. Upon completion, Developer shall furnish City with a complete and reproducible set of final as-built plans of the Improvements, including any authorized modifications.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in duplicate at Oakley, California, the day and year first above written.

CITY OF OAKLEY

By: _____
Joshua McMurray, City Manager

APPROVED AS TO FORM:

By: _____
Derek P. Cole, City Attorney

ATTEST:

_____
Kim Snodgrass, City Clerk

DEVELOPER

By: _____
Albert D. Seeno III
Manager
ADS III Holdings, LLC
A California Limited Liability Company

Exhibits:

Exhibit A. City of Oakley, City Council, Resolution 40-10
Exhibit B. Prevailing Wage
Exhibit C. Insurance Requirements
Exhibit D. Verification of Required Insurance

A Notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Contra Costa

On August 21, 2025 before me, CHRISTINE A. SARDELICH, Notary Public, personally appeared Albert D. Seeno III, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her their signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.

CHRISTINE A. SARDELICH
Notary Public - California
Contra Costa County
Commission # 2437583
My Comm. Expires Mar 8, 2027

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.
Witness my hand and official seal.

Signature _____
Signature of Notary Public

EXHIBIT A

(RESOLUTION No. 40-10)

CITY OF OAKLEY

RESOLUTION NO. 40-10

A RESOLUTION OF THE CITY OF OAKLEY CITY COUNCIL MAKING FINDINGS AND APPROVING THE ROSEWOOD ESTATES SUBDIVISION FOR A VESTING TENTATIVE MAP 8787 TO SUBDIVIDE A 13.9-ACRE PARCEL INTO 61 LOTS FOR A PROJECT LOCATED AT 4073 ROSE AVENUE (APN: 035-220-032)

FINDINGS

WHEREAS, on December 5, 2008, Discovery Builders, Inc. ("Applicant"), submitted an application for a Rezone from the General Agriculture (A-2) Zone District to the Planned Development (P-1) Zone District, and a Vesting Tentative Map (8787) to subdivide a 13.9-acre parcel into 76 parcels located at 4073 Rose Avenue, APN: 035-220-032 ("Project"); and

WHEREAS, on April 8, 2009 the Rezone and Vesting Tentative Map application was deemed complete; and

WHEREAS, the City prepared an Initial Study/Mitigated Negative Declaration, dated July 21, 2009, which was circulated for public review and comment from July 23, 2009 to August 21, 2009. The Notice of Intent to Adopt a Mitigated Negative Declaration and Initial Study were filed with the County Clerk on July 27, 2009 and the Governor's Office of Planning and Research State Clearinghouse on July 23, 2009 (SCH # 2009072072); and

WHEREAS, in compliance with the January 22, 2007 Implementing Agreement and the subsequent Implementing Ordinance 19-07, the proposed project has completed a HCP Application and Planning Survey to comply with and receive permit coverage under the East Contra Costa County Habitat Conservation Plan and Natural Community Conservation Plan; and

WHEREAS, the Notice of Public Hearing for the Project was duly noticed in the Contra Costa Times, a newspaper of general distribution on September 11, 2009 and mailed out to all owners of property within 300 feet of the Project site on September 11, 2009. The Notice of Public Hearing was posted at the Project site, Oakley City Hall, Freedom High School, and at 204 2nd Street (City Annex); and

WHEREAS, on September 22, 2009, the City Council held a properly noticed public hearing at which it received a report from City Staff, oral and written testimony from the Applicants and the public, and deliberated on the applications. At the conclusion of it's deliberations, the City Council adopted the Ordinance to Rezone the project site, approved the Mitigated Negative Declaration, and continued the Vesting tentative Map portion of the project to the October 27, 2009 meeting to allow the applicant time to address the comments given by the City Council and the public;

WHEREAS, the applicant filed the Notice of Determination with the Contra Costa County Clerk in accordance with CEQA section 15094 on September 28, 2009; and

WHEREAS, on October 19, 2009 the applicant requested that the item be continued to a date uncertain to allow time to hold a community meeting; and

WHEREAS, on October 27, 2009 the City Council continued the project to a date uncertain; and

WHEREAS, on October 28, 2009 the applicant held a community meeting with neighbors of the project site and other interested parties and reported back to Staff the details of each meeting for further discussion; and

WHEREAS, on November 12, 2009 a Referendum petition was filed with the City Clerk to repeal Rezone Ordinance No. 21-09; and

WHEREAS, on December 17, 2009 the County Elections Division determined the Referendum petition valid; and

WHEREAS, on January 12, 2010 the City Council adopted Ordinance No. 01-10 to repeal and rescind Ordinance No. 21-09 relating to the Rosewood Estates Rezone application; and

WHEREAS, the applicant resubmitted a Rezone request and Vesting Tentative Map, date stamped February 10, 2010, to the City. The request consists of 1) a Rezone from the General Agriculture (A-2) Zone District to the Single Family Residential (R-6) Zone District, and 2) a revised Vesting Tentative Map (VTM) to subdivide the 13.9-acre parcel into 61 lots; and

WHEREAS, on February 16, 2010 the Rezone and Vesting Tentative Map application was deemed complete; and

WHEREAS, on March 8, 2010 the applicant held a second community meetings with neighbors of the project site and other interested parties to discuss the revisions to the Vesting Tentative Map; and

WHEREAS, the Notice of Public Hearing for the Project was duly noticed in the Contra Costa Times, a newspaper of general distribution on March 12, 2010 and mailed out to all owners of property within 300 feet of the Project site on March 12, 2010. The Notice of Public Hearing was posted at the Project site, Oakley City Hall, Freedom High School, and at 204 2nd Street (City Annex); and

WHEREAS, on March 23, 2010, the City Council held a properly noticed public hearing at which it received a report from City Staff, oral and written testimony from the Applicant and the public, and deliberated on the applications. At the conclusion of it's 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, these Findings are based on the City's General Plan, the City's Zoning and Subdivision Ordinances, and the information submitted to the City Council at its September 22, 2009 and March 23, 2010 meetings, 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 Subdivision (hereafter the "Record").

WHEREAS, the City Council hereby makes the following factual findings regarding this application:

A. The Initial Study and Mitigated Negative Declaration (IS/MND) for the Rosewood Estates Subdivision 8787 project was adopted by the City Council on September 22, 2009. This Rezone and Vesting Tentative Map application falls within the scope of the previously adopted IS/MND (SCH # 2009072072). Pursuant to CEQA Section 15162, the project does not involve new significant environmental effects or a substantial increase in the severity of previously identified significant effects; that there have not been substantial changes with respect to the circumstances under which the project is undertaken which require major revisions of the previous Negative Declaration; and there is no new information which was not known and could not have been known with the exercise of reasonable diligence at the time the previous Negative Declaration was adopted.;

B. The real property affected by this Vesting Tentative Map is designated Single-Family High (SH) in the Oakley 2020 General Plan;

C. This vesting tentative map application does not include a design review application. Therefore, house elevations, floor area, location on lot, and any other design details normally associated with a design review application are not being considered at this time. The applicant included illustrations of a conceptual landscape design for conceptual purposes only. A design review application will be required as a separate action in the future;

NOW, THEREFORE, BE IT RESOLVED THAT, on the basis of the above Findings and the entire Record, the City Council makes the following additional findings in support of the recommended approvals:

A. The City hereby finds that the Rezone and Vesting Tentative Map falls within the scope of the Mitigated Negative Declaration (MND) (SCH # 2009072072) adopted on September 22, 2009 by the City Council. Pursuant to CEQA Section 15162, the City Council finds that

1. The MND considered a 76 lot subdivision on 13.9 acres with the same development area as the proposed vesting tentative map. The revised Vesting Tentative Map is for a 61 lot subdivision, with a minor change to the internal street system;

2. The MND considered the project with the applicable Single Family High land use designation and with a proposed zoning district compatible with that land use designation;

3. The project does not involve new significant environmental effects or a substantial increase in the severity of previously identified significant effects in that the project's physical development characteristics remain the same with the exception to the reduction in the number of lots and project density, and the minor change to the street system;

4. There have not been substantial changes with respect to the circumstances under which the project is undertaken which require major revisions of the previous Mitigated Negative Declaration; and

5. There is no new information which was not known and could not have been known with the exercise of reasonable diligence at the time the previous Mitigated Negative Declaration was adopted.

B. Regarding the application requesting approval of a Vesting Tentative Map (Subd. 8787) to subdivide 13.9 acres into 61 lots, the City Council finds that:

1. The proposed Vesting Tentative Map, together with the provisions of its design and improvements, is consistent with the Zoning Code and General Plan in that it allows for orderly residential development in a residential area that meets the General Plan density allowance and complies with all of the applicable regulations set forth in the R-6 Zone District;

2. The site is physically suitable for the type of development in that the proposed Vesting Tentative Map meets all of the applicable development standards in the Oakley Zoning Ordinance and R-6 (Single-Family Residential) Zone District, which contains development standards for residential development on the subject site. It is surrounded by other residential properties with the same and lower allowable density, it is served by public streets, and it can be served by utilities. Also, the proposed site plan and conceptual landscape plan meet the intent and goals of the Oakley General Plan and Oakley Residential Design Guidelines;

3. The site is physically suitable for the proposed density of development at 4.36 dwelling units per gross, which is under the maximum allowable density of 5.5 dwelling units per gross acre set forth in the Single Family High Density General Plan Land Use Designation in that it places a higher density project on a major arterial, within walking distance to the Downtown and shopping, and will provide a bus turnout and a public transit stop that is needed on this section of Laurel Road. Also, the proposed zoning is entirely consistent with the General Plan land use designation and the General Plan land use designations of contiguous properties to the south are the same as the project site; therefore, this project implements housing within the desired density range of the General Plan for the subject property and surrounding areas;

4. The design of the subdivision and the proposed improvements are not likely to cause substantial environmental damage or substantially and avoidably injure fish or wildlife or their habitat. The proposed Vesting Tentative Map is for the subdivision of 61 lots, and all identified mitigation measures have been incorporated into the Mitigated Negative Declaration and Mitigation Monitoring Program prepared in accordance with the CEQA Guidelines, which was adopted by the City Council on September 22, 2009 and found that all potentially significant impacts could be reduced to a less than significant level with the adopted mitigation;

5. The design of the subdivision and type of improvements are not likely to cause serious public health problems in that the proposed subdivision consists of 61 single-family residential lots configured in a rectangular manner with appropriate and adequate access. Most of the construction is subject to building or grading permits, and violations of any such permits are subject to appropriate enforcement. The proposed subdivision is conditioned to build all improvements prior to the issuance of the first building permit as mandated by Section 66411.1 (b) of the Subdivision Map Act;

6. The design of the subdivision includes the construction of improvements within the right-of-way that are consistent with major subdivisions and the City's design standards. The improvements consist of roads, sidewalks, curbs and gutters; and

7. The design of the subdivision and the type of improvements will not conflict with easements, acquired by the public at large, for access through or use of, property within the proposed subdivision. In this connection, the governing body may approve a map if it finds that alternate easements, for access or for use, will be provided, and that these will be substantially equivalent to ones previously acquired by the public. This subsection shall apply only to easements of record or to easements established by judgment of a court of competent jurisdiction and no authority is hereby granted to a legislative body to determine that the public at large has acquired easements for access through or use of property within the proposed subdivision. The Vesting Tentative Map does not conflict with easements acquired by the public for access and utilities.

C. The Project complies with Measure J Growth Management requirements. Specifically, the project is completely within the Urban Limit Line, complies with the NCCP/HCP, and provides conditions and mitigation for impacts related to growth.

BE IT FURTHER RESOLVED THAT, on the basis of the foregoing Findings and the entire Record, the City Council, subject to the conditions listed below, approves the following entitlements:

- Approve Vesting Tentative Map 8787.

BE IT FURTHER RESOLVED THAT, on the basis of the above Findings and the Record, the City Council approves of the Applicant's request for the Vesting Tentative Map with the following conditions:

CONDITIONS OF APPROVAL

The Applicant shall comply with the requirements of Municipal Code. Any exceptions must be stipulated in these Conditions of Approval. Conditions of Approval are based on the Vesting Tentative Map received by the Community Development Department date stamped February 10, 2010.

THE FOLLOWING PLANNING AND BUILDING CONDITIONS OF APPROVAL SHALL BE SATISFIED PRIOR TO THE ISSUANCE OF A BUILDING PERMIT UNLESS OTHERWISE NOTED:

Planning Division

General:

1. This Vesting Tentative Map 8787 is approved, subject to the approval of the Rezone Ordinance associated with Subdivision 8787, as shown on the revised plans, date stamped by the Community Development Department on February 10, 2010, and as modified by the following conditions of approval, subject to final review and approval by the Community Development Director.

2. This approval shall be effectuated within a period of three (3) years from the effective date of the Rezone Ordinance associated with Subdivision 8787 by the recording of a final map and if not effectuated shall expire on **March 23, 2013**. Prior to said expiration date, the applicant may apply for an extension of time pursuant to the provisions of the Municipal Code.

3. All construction drawings submitted for plan check shall be in substantial compliance with the plans presented to and approved by the City Council on February 10, 2010.

4. All conditions of approval shall be satisfied by the owner/developer unless otherwise approved by the City of Oakley. All costs associated with compliance with the conditions shall be at the owner/developer's expense.

5. Noise generating construction activities, including such things as power generators, shall be limited to the hours of 7:30 a.m. to 5:30 p.m. Monday through Friday, and shall be prohibited on City, State and Federal Holidays. The restrictions on allowed working days and times may be modified on prior written approval by the Community Development Director.

6. Should archaeological materials be uncovered during grading, trenching or other on- site excavation(s), earthwork within 30 yards of these materials shall be stopped until a professional archaeologist who is

certified by the Society of Professional Archaeology (SOPA) has had an opportunity to evaluate the significance of the find and suggest appropriate mitigation(s), if deemed necessary.

7. All mitigation measures addressed in the environmental document shall be complied with and addressed as outlined in the Mitigation Monitoring Program approved for this project, per the review and approval of the Community Development Director.

8. 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).

9. Design of drainage facilities shall meet with the approval of both the City Engineer and the Contra Costa County Flood Control and Water Conservation District prior to the issuance of grading permits.

Development Standards:

10. The project shall comply with the R-6 Zone District development standards.

Parks and Landscaping:

11. The applicant shall dedicate Parcel "A" to the City, for park purposes, as requested, to be used for recreational purposes as identified in the letter from the applicant dated March 12, 2010, and as shown on the Vesting Tentative map dated February 10, 2010.

12. A mix of evergreen and deciduous trees as well as shrubs and ground cover shall be planted along the street frontage as specified in the Residential Design Guidelines per the review and approval of the Community Development Director.

13. A landscaping and irrigation plan for all areas shown on the landscape plan shall be submitted for review and approval of the Community Development Director prior to the issuance of building permits. Landscaping shall conform to the Oakley Water Efficient Landscape Ordinance (Ordinance No. 03-10) and the Guidelines for Implementation of the City of Oakley Water Efficient Landscape Ordinance.

14. California native drought tolerant plants shall be used as much as possible. All trees shall be a mix of fifteen-gallon and 24" box; all shrubs shall be a minimum five-gallon size, except as otherwise noted.

15. All landscaped areas not covered by shrubs or groundcover shall be covered with bark or acceptable alternative as reviewed and approved by the Community Development Director. On slopes greater than 3 to 1, the

applicant shall use an alternative to bark per the review and approval of the Community Development Director.

16. Each residential lot shall have a minimum of two trees along the street frontage, with the exception of corner lots, which shall have four trees.

17. The applicant shall maintain all private landscaping until occupancy.

18. A street tree plan shall be submitted for review prior to issuance of Building Permits. The street trees shall be inter-mixed throughout the subdivision, so there are a variety of trees on every street, per review of the Community Development Department.

Fences and Walls:

19. Within the subdivision good neighbor fences shall be constructed of six-foot high wood fences with metal posts or acceptable alternative as reviewed and approved by the Community Development Director. Corner lots or any good neighbor fence facing a street shall provide a fence or wall constructed of a durable material such as, but not limited to, masonry, vinyl, enhanced wood, composite or other durable material as approved by the Community Development Director. All wood fencing visible from the street shall be stained or painted on both sides to prevent water damage to the satisfaction of the Community Development Director.

20. Sound walls shall attenuate, not just deflect sound. The use of sound absorbing material should be used for the construction of sound walls per the review and approval of the Community Development Director.

21. Anti-graffiti techniques shall be used on sound walls.

Design Review:

22. All new dwellings shall conform to the City's Residential Design Guidelines, and shall be approved through the review and approval of a Design Review Application prior to the approval of any building permits.

Subdivision Disclosures:

23. Where a lot/parcel is located within 300' of a high voltage electric transmission line, the applicant shall record the following notice:

> "The subject property is located near a high voltage electric transmission line. Purchasers should be aware that there is ongoing research on possible potential adverse health effects caused by the exposure to a magnetic field generated by high voltage lines. Although much more research is needed before the question of whether magnetic fields actually cause adverse health effects can be resolved, the basis for such a hypothesis is established. At this time no risk assessment has been made."

When a Final Subdivision Public Report issued by the California Department of Real Estate is required, the applicant shall also request that the Department of Real Estate insert the above note in the report.

24. The following statements shall be recorded at the County Recorder's Office for each parcel to notify future owners of the parcels that they own property in an agricultural area:

> "This document shall serve as notification that you have purchased land in an agricultural area where you may regularly find farm equipment using local roads; farm equipment causing dust or blowing sand; crop dusting and spraying occurring regularly; burning associated with agricultural activities; noise associated with farm equipment such as zon guns and aerial crop dusting and certain animals, including equestrian trails as well as flies may exist on surrounding properties. This statement is again, notification that this is part of the agricultural way of life in the open space areas of the City of Oakley and you should be fully aware of this at the time of purchase.

25. The model home complex shall have a copy of the City of Oakley's General Plan land use map posted within the sales office or included with the informational material provided to prospective home buyers.

Subdivision Design:

26. The neighborhood entries shall be identified by accent paving (including pavers, or stamped concrete), project monument signage and accent planting per the review and approval of the Community Development Director.

27. Driveway openings shall comply with the Residential Design Guidelines.

28. The street names shall be approved by the Community Development Department and the East Contra Costa Fire District.

Energy Efficiency:

29. Water heaters shall provide an energy efficiency factor of 0.62 or better.

30. Dual zone air conditioning shall be provided on all two-story residential units.

31. Air conditioning condenser units shall be located to take advantage of natural shade. Condensers should not be placed on the west or south elevation of a home, unless shade is provided. The location of the condenser shall be added to all plot plans for review and approval of the Community Development Director.

32. Where possible, design and site units so as to take advantage of natural heating and cooling, sin and wind exposure, and solar energy opportunities.

33. High efficiency furnaces shall be used with a 90% AFUE and compressors shall have a SER rating of greater than 13 per the review and approval of the Community Development Director.

34. Low E glass windows should be used with wood, fiberglass or vinyl frames per the review and approval of the Community Development Director.

Building Division

35. Plans shall meet the currently adopted Uniform Codes as well as the newest T-24 Energy Requirements per the State of California Energy Commission. To confirm the most recent adopted codes please contact the Building Division at (925) 625 – 7005.

36. An Automatic Life Safety Sprinkler System shall be required in all new residential occupancies pursuant to Ordinance 22-06. The Automatic Life Safety Sprinkler Systems in one-family and two-family dwellings and attached and detached garages shall be designed and installed to the standards and requirements found in the most recent version of the NFPA (National Fire Protection Association), Standard 13D. A minimum of two sprinkler pilot heads shall be installed in a dwelling's attic area, if applicable.

37. Prior to requesting a *Final Inspection* from the Building Division all Conditions of Approval required for occupancy must be completed.

Public Works and Engineering

THE FOLLOWING PUBLIC WORKS AND ENGINEERING CONDITIONS OF APPROVAL SHALL BE SATISFIED PRIOR TO THE APPROVAL OF A FINAL MAP UNLESS OTHERWISE NOTED:

38. Submit improvement plans prepared by a registered civil engineer to the City Engineer for review and approval and pay the appropriate processing costs in accordance with the Municipal Code and these conditions of approval. The plans shall be consistent with the Stormwater Control Plan for the project, include the drawings and specifications necessary to implement the required stormwater control measures, and be accompanied by a Construction Plan C.3 Checklist as described in the Stormwater C.3 Guidebook.

39. Submit a final map prepared by a licensed land surveyor or qualified registered civil engineer to the City Engineer and pay appropriate fees in accordance with the Code and these conditions of approval.

40. Submit grading plans including erosion control measures and revegetation plans prepared by a registered civil engineer to the City Engineer for review and pay appropriate processing costs in accordance with the Code and these conditions of approval.

41. Submit landscaping plans for publicly maintained landscaping, including planting and irrigation details, as prepared by a licensed landscape architect to the City Engineer for review and pay appropriate processing costs in accordance with the Code and these conditions of approval.

42. Execute any agreements required by the Stormwater Control Plan which pertain to the transfer of ownership and/or long term maintenance of stormwater treatment mechanisms required by the plan prior to the final inspection of the first house within the subdivision.

43. Building permits for house construction shall not be issued until the subdivision streets serving the lots have been paved.

Roadway Improvements:

44. Construct the frontage of Rose Avenue to City public road standards for a 40-foot wide roadway within a 76-foot right of way, including curb, six-foot detached sidewalk (parallel to the curb face and offset from the face of curb by six feet), right of way landscaping, necessary longitudinal and transverse drainage, pavement widening to a minimum of 28 feet, and conforms to existing improvements. The face of curb shall be located 20 feet from the centerline and any conforms to existing improvements must take place outside of the limits of the project. As part of the design of the frontage improvements the applicant shall collect core samples of the existing pavement and determine if the pavement section is capable of handling the anticipated traffic loads for the roadway. The existing pavement shall be reviewed by the City Engineer and if found to be inadequate the applicant shall reconstruct the pavement to a minimum width of twenty eight feet from the west face of curb east.

45. Construct the frontage of Laurel Road to City public road standards for an 82-foot wide roadway within a 126-foot right of way, including curb, six-foot detached sidewalk (meandering within the landscape area so that the minimum landscape width is no less than six feet), right of way landscaping, a sixteen foot wide landscaped median, necessary longitudinal and transverse drainage, pavement widening to a minimum of 28 feet, and conforms to existing improvements. The face of curb shall be located 41 feet from the centerline and any conforms to existing improvements must take place outside of the limits of the project. The vertical alignment of Laurel Road shall be in accordance with the Laurel Road Precise Alignment as adopted by the City Council via Resolution 63-03. As part of the design of the frontage improvements the applicant shall collect core samples of the existing pavement and determine if the pavement section is capable of handling the anticipated traffic loads for the roadway. The existing pavement shall be reviewed by the City Engineer and if found to be inadequate the applicant shall reconstruct the pavement to the median curb. Any conforms to existing improvements must take place outside of the limits of the project. The center median and inside lane are included in the City's Traffic Impact Fee Program and may be eligible for credit or reimbursement subject to a future

reimbursement agreement. At this time it is the City's intent to use the Traffic Impact Fees from the project to offset any credit or reimbursement, but any such agreement must be approved by the City Council prior to approving the final map for the costs to be creditable or reimbursable. If adequate funds are not available the median may be omitted subject to determination by the City Engineer.

46. Construct a bus turnout on the north side of Laurel Road just west of Rose Avenue. The turnout shall be consistent with Tri Delta Transit and City standards and shall include any necessary shelters and appurtenances. The right of way adjacent to the turnout shall be widened so that the landscaping width is consistent with the remainder of the frontage.

47. Construct the project streets to City public road standards and as shown on the Tentative Map with the following exceptions:

    A. The minimum street grade may be lowered from the standard 1% to 0.75% provided that the project proponent demonstrates that the City's drainage standards can be achieved.

    B. Submit a turning radius exhibit to the City Engineer for review and approval to illustrate that the ninety-degree turns of project streets can accommodate the largest expected vehicle to use the streets without the inclusion of City standard elbows. If the exhibit illustrates that elbows are necessary to accommodate the expected traffic then they shall be included in the improvement plans.

48. Install traffic calming measures consistent with the City's Neighborhood Traffic Management Program. The traffic calming measures shall be included on the improvement plans and are subject to the review and approval of the City Engineer. It is anticipated that the E Street, C Street, A Street route will require Level 3 physical measures.

49. Install traffic control devices such as stop signs and other signing and striping on the project streets to the satisfaction of the City Engineer.

50. Install standard street barricades at the terminus of 'A' Street and 'C' Street. The barricades shall include a sign notifying residents that the streets are planned to be extended in the future, and a deed notification shall be recorded for Lots 17, 18, 53 & 54 advising those owners of the possibility for future extension.

51. Design all public and private pedestrian facilities in accordance with Title 24 (Handicap Access) and the Americans with Disabilities Act.

52. Submit a phasing plan for the project streets to the City Engineer for review if the street improvement will be phased. The plan shall include provisions for emergency vehicle access, temporary turn-around facilities, and access to the occupied lots.

53. Provide a temporary hammerhead turn-around for Street "A" until the street is extended, if required by the Fire Protection District, and to the satisfaction of the City Engineer.

Road Alignment/Sight Distance:

54. Submit a preliminary plan and profile to the City Engineer for review showing all required improvements to Laurel Road and Rose Avenue. The sketch plan shall be to scale, show horizontal and vertical alignments, transitions, curb lines, lane striping and cross sections and shall provide sight distance for a design speed of 55 miles per hour for Laurel Road and 45 miles per hour for Rose Avenue. The plan shall extend a minimum of 150 feet ± beyond the limits of the proposed work or as otherwise approved by the City Engineer.

Road Dedications:

55. Convey to the City, by Offer of Dedication, the right of way for the project streets.

56. Convey to the City, by offer of dedication, the right of way for Rose Avenue for the planned future half width of 38-feet along the project frontage.

57. Convey to the City, by offer of dedication, the right of way for Laurel Road for the planned future half width of 63-feet along the project frontage.

58. Relinquish abutter's rights of access along all non-primary frontages to the satisfaction of the City Engineer.

59. Furnish necessary rights of way, rights of entry, permits and/or easements for the construction of off-site, temporary or permanent, public and private road, utility and drainage improvements.

Street Lights:

60. Install streetlights along all project streets and the project Laurel Road and Rose Avenue frontages. The City Engineer shall determine the final number and location of the lights, and the lights shall be on an LS2-A rate service. The lights on the project streets and Rose Avenue shall be decorative per City standards, and the lights along Laurel Road shall be General Electric spun aluminum "cobra head" style.

Grading:

61. Submit a geotechnical report to the City Engineer for review that substantiates the design features incorporated into the subdivision including, but not limited to grading activities, compaction requirements, utility construction, slopes, retaining walls, and roadway sections.

62. At least one week prior to commencement of grading, the applicant shall post the site and mail to the owners of property within 300 feet of the exterior boundary of the project site notice that construction work will commence. The notice shall include a list of contact persons with name, title, phone number and area of responsibility. The person responsible for maintaining the list shall be included. The list shall be kept current at all times and shall consist of persons with authority to indicate and implement corrective action in their area of responsibility. The names of the individual responsible for noise and litter control shall be expressly identified in the notice. The notice shall be reissued with each phase of major grading activity. A copy of the notice shall be concurrently transmitted to the City Engineer. The notice shall be accompanied by a list of the names and addresses of the property owners noticed, and a map identifying the area noticed.

63. Dust control measures shall be provided for all stockpiling per the review and approval of the City Engineer.

64. Grade all pads so that they are consistent with the approved C.3 Storm Water Control Plan.

65. Grade any slopes with a vertical height of four feet or more at a slope of 3 to 1. Retaining walls that may be installed to reduce the slope must be masonry and comply with the City's building code.

66. Submit a dust and litter control plan to the City Engineer prior to beginning any construction activities.

67. Submit a haul route plan to the City Engineer for review and approval prior to importing or exporting any material from the site. The plan shall include the location of the borrow or fill area, the proposed haul routes, the estimated number and frequency of trips, and the proposed schedule of hauling. Based on this plan the City Engineer shall determine whether pavement condition surveys must be conducted along the proposed haul routes to determine what impacts the trucking activities may have. The project proponents shall be responsible to repair to their pre-construction condition any roads along the utilized routes.

68. Prior to commencement of any site work that will result in a land disturbance of one acre or more, the applicant shall provide evidence to the City Engineer that the requirements for obtaining a State General Construction Permit have been met. Such evidence may be a copy of the Notice of Intent letter sent by the State Water Resources Control Board. The WDID Number shall be shown on the grading plan prior to approval by the City Engineer.

69. Submit an updated erosion control plan reflecting current site conditions to the City Engineer for review and approval no later than September 1st of every year while the Notice of Intent is active.

70. Grade all pad elevations or install levees to satisfy Chapter 914-10 of the City's Municipal Code, including the degree of protection provisions.

71. The burying of any construction debris is prohibited on construction sites.

72. The applicant shall attempt to obtain slope easements with the owner of the property north of the project so that the retaining walls shown at the north ends of Streets and Street C can be eliminated. If these easements cannot be reasonably obtained, applicant will work with the city to address grading.

Utilities/Undergrounding:

73. Underground all new and existing utility distribution facilities, including those along the frontage of Laurel Road and Rose Avenue. The developer shall provide joint trench composite plans for the underground electrical, gas, telephone, cable television and communication conduits and cables including the size, location and details of all trenches, locations of building utility service stubs and meters and placements or arrangements of junction structures as a part of the Improvement Plan submittals for the project. The composite drawings and/or utility improvement plans shall be signed by a licensed civil engineer. This condition pertains only to the project frontage sides of the adjacent streets.

74. All utility boxes shall be installed underground and all wires and cables must be installed in conduits. Compliance with this condition shall be at the discretion of the City Engineer.

75. Above ground utility boxes shall be camouflaged per the review and approval of the City Engineer.

Drainage Improvements:

76. Collect and convey all stormwater entering and/or originating on this property, without diversion and within an adequate storm drainage facility, to an adequate natural watercourse having definable bed and banks, or to an existing adequate public storm drainage facility that conveys the storm waters to an adequate natural watercourse consistent with the plans for Drainage Areas DA 30A and DA 130 as prepared by the Contra Costa County Flood Control and Water Conservation District.

77. Submit a final hydrology and hydraulic report including 10-year and 100-year frequency event calculations for the proposed drainage system and stormwater pond to the City Engineer for review and approval.

78. Design and construct all storm drainage facilities in compliance with the Municipal Code and City design standards.

79. Prevent storm drainage from draining across the sidewalk(s) and driveway(s) in a concentrated manner.

80. Dedicate a public drainage easement over the drainage system that conveys storm water run-off from public streets.

81. A storm drain line will be required to be extended to the north in Street A to accommodate future development of the property north of this project.

Landscaping in the Public Right of Way:

82. Install public right of way landscaping along Laurel Road and Rose Avenue prior to the issuance of the building permit for the 50th unit. Public right of way landscaping along the project streets shall be installed prior to occupancy of homes adjacent to that street.

83. Maintain all landscaping within the public right of way until such time that the adjacent roadway improvements have been accepted for maintenance. City shall reasonably consider partial acceptance of landscape and roadway improvements subject to improvements being complete, landscaping passing the required plant establishment period, and adequate funds being available from the City of Oakley Landscape and Lighting District No. 1 to operate and maintain the landscaping being accepted.

National Pollutant Discharge Elimination System (NPDES):

84. Comply with all rules, regulations and procedures of the National Pollutant Discharge Elimination System (NPDES) for municipal, construction and industrial activities as promulgated by the California State Water Resources Control Board, the Regional Water Quality Control Board (Central Valley - Region IV), including the Stormwater C.3 requirements as detailed in the Guidebook available at www.cccleanwater.org.

Compliance shall include developing long-term best management practices (BMP's) for the reduction or elimination of storm water pollutants. The project design shall incorporate wherever feasible, the following long-term BMP's in accordance with the Contra Costa Clean Water Program for the site's storm water drainage:

- Offer pavers for household driveways and/or walkways as an option to buyers.
- Minimize the amount of directly connected impervious surface area.
- Delineate all storm drains with "No Dumping, Drains to the Delta" permanent metal markers per City standards.
- Construct concrete driveway weakened plane joints at angles to assist in directing run-off to landscaped/pervious areas prior to entering the street curb and gutter.
- Distribute public information items regarding the Clean Water Program to buyers.
- Other alternatives as approved by the City Engineer.

Fees/Assessments:

85. Comply with the requirements of the development impact fees listed below, in addition to those noticed by the City Council in Resolution 00-85 and 08-03. The applicant shall pay the fees in the amounts in effect at the time each building permit is issued.

    A. Traffic Impact Fee (authorized by Ordinance No. 14-00, adopted by Resolution 49-03);

    B. Regional Transportation Development Impact Mitigation Fee or any future alternative regional fee adopted by the City (authorized by Ordinance No. 14-00, adopted by Resolution No. 73-05);

    C. Park Land Dedication In-Lieu Fee (adopted by Ordinance No. 03-03);

    D. Park Impact Fee (authorized by Ordinance No. 05-00, adopted by Resolution No. 19-03);

    E. Public Facilities Fee (authorized by Ordinance No. 05-00, adopted by Resolution No. 18-03);

    F. Fire Facilities Impact Fee, collected by the City (adopted by Ordinance No. 09-01);

    G. General Plan Fee (adopted by Resolution No. 53-03)

    H. East Contra Costa County Habitat Conservation Plan Fee (adopted by Resolution No. 112-07 & 124-07)

    The applicant should contact the City Engineer prior to constructing any public improvements to determine if any of the required improvements are eligible for credits or reimbursements against the applicable traffic benefit fees or from future developments.

86. The applicant shall be responsible for paying the County Recorder's fee for the Notice of Determination as well as the State Department of Fish and Game's filing fee.

87. Annex the property to the City of Oakley Landscape and Lighting District No. 1 for citywide landscaping and park maintenance, subject to an assessment for maintenance based on the assessment methodology described in the Engineer's Report. The assessment shall be the per parcel annual amount (with appropriate future cost of living adjustment) as established at the time of voting by the City Council. Any required election and/or ballot protest proceedings shall be completed prior to approval of the final map. The Applicant shall apply for annexation and provide all information and documents required by the City to process the annexation. All costs of annexation shall be paid by Applicant.

88. Annex the property to the City of Oakley Landscape and Lighting District No. 1 for citywide street lighting costs and maintenance, subject to an assessment for street light maintenance based on the assessment methodology described in the Engineer's Report. The assessment shall be the per parcel annual amount (with appropriate future cost of living adjustment) as established at the time of voting by the City Council. Any required election and/or ballot protest proceedings shall be completed prior to filing of the final map. The applicant shall apply for annexation and provide all information and documents required by the City to process the annexation. All costs of annexation shall be paid by Applicant.

89. Annex the property to the City of Oakley Landscape and Lighting District No. 1 for project specific landscaping maintenance, subject to an assessment for landscape operation and maintenance based on the assessment methodology described in the Engineer's Report. The assessment shall be the per parcel annual amount (with appropriate future cost of living adjustment) as established at the time of voting by the City Council. Any required election and/or ballot protest proceedings shall be completed prior to filing of the final map. The applicant shall apply for annexation and provide all information and documents required by the City to process the annexation. All costs of annexation shall be paid by Applicant.

90. Participate in the provision of funding to maintain police services by voting to approve a special tax for the parcels created by this subdivision approval. The tax shall be the per parcel annual amount (with appropriate future cost of living adjustment) as established at the time of voting by the City Council. The election to provide for the tax shall be completed prior to filing of the final map. Should the homes be occupied prior to the City receiving the first disbursement from the tax bill, the project proponent shall be responsible for paying the pro-rata share for the remainder of the tax year prior to the City conducting a final inspection.

91. Participate in the formation of a mechanism to fund the operation and maintenance of the storm drain system, including storm water quality monitoring and reporting, stormwater ponds and any proposed pump stations, as well as any levees proposed to be maintained by the City. The appropriate funding mechanism shall be determined by the City and may include, but not be limited to, an assessment district, community services district, or community facilities district. The funding mechanism shall be formed prior to filing of any final or parcel map, and the project proponent shall fund all costs of the formation. If at the time the final map is approved no funding mechanism other then the Stormwater Utility Area has been proposed this condition shall be deemed to have been satisfied.

92. Applicant shall comply with the drainage fee requirements for Drainage Areas DA 30A and DA 130 as adopted by the County Board of Supervisors. The applicant shall pay the fee in effect at the time of final map approval. Certain improvements required by the Conditions of Approval for this development or the Code may be eligible for credit or

reimbursement against the drainage area fee. The developer should contact the City Engineer to personally determine the extent of any credit or reimbursement for which they might be eligible. Any credit or reimbursements shall be determined prior to filing the final map or as approved by the Flood Control District.

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. Comply with the requirements of the Building Inspection Division. Building permits are required prior to the construction of most structures.

G. 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.

H. 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.

I. The applicant shall obtain an encroachment permit for construction within existing City rights of way.

J. The applicant shall obtain an encroachment permit from Caltrans for construction within the State right of way.

PASSED AND ADOPTED by the City Council at a meeting held on the 23rd day of March 2010, by the following vote:

AYES:	Anderson, Connelley, Frazier, Rios, Romick
NOES:	None
ABSTENTIONS:	None
ABSENT:	None

APPROVED:

Pat Anderson, Mayor

ATTEST:

Nancy Ortenblad, City Clerk

Date Attested: 3/29/10

EXHIBIT B

PROVISIONS REQUIRED FOR PUBLIC WORKS PROJECTS PURSUANT TO CALIFORNIA LABOR CODE SECTION 1720 *ET SEQ.*

The Developer will ensure that any contract issued by the Developer or any privities of the Developer concerning the Improvements includes and requires the parties to such contract to comply with, all applicable provisions contained in this Exhibit A and any other applicable requirements contained in California Labor Code Section 1720 and following.

HOURS OF WORK:

A. In accordance with California Labor Code Section 1810, eight (8) hours of labor in performance of the Services shall constitute a legal day's work under this Agreement.

B. In accordance with California Labor Code Section 1811, the time of service of any worker employed in construction of the Improvements is limited to eight hours during any one calendar day, and forty hours during any one calendar week, except in accordance with California Labor Code Section 1815; which provides that work in excess of eight hours during any one calendar day and forty hours during any one calendar week is permitted upon compensation for all hours worked in excess of eight hours during any one calendar day and forty hours during any one calendar week at not less than one-and-one-half times the basic rate of pay.

C. The Developer and its contractors and subcontractors shall forfeit as a penalty to the City $25 for each worker employed in the construction of the Improvements for each calendar day during which the worker is required or permitted to work more than eight (8) hours in any one calendar day, or more than forty (40) hours in any one calendar week, in violation of the provisions of California Labor Code Section 1810 and following.

WAGES:

A. In accordance with California Labor Code Section 1773.2, the City has determined the general prevailing wages in the locality in which the Improvements are to be constructed for each craft or type of work needed to be as published by the State of California Department of Industrial Relations, Division of Labor Statistics and Research, a copy of which is on file in the City Engineer's office and shall be made available on request. The Developer, and contractors and subcontractors engaged in the construction of the Improvements shall pay no less than these rates to all persons engaged in construction of the Improvements.

B. In accordance with Labor Code Section 1775, the Developer and any contractors

and subcontractors engaged in construction of the Improvements shall comply with Labor Code Section 1775 which establishes a penalty of up to $50 per day for each worker engaged in the construction of the Improvements who the Developer or any contractor or subcontractor pays less than the specified prevailing wage. The amount of such penalty shall be determined by the Labor Commissioner and shall be based on consideration of the mistake, inadvertence, or neglect of the Developer, contractor or subcontractor in failing to pay the correct rate of prevailing wages, or the previous record of the Developer, contractor or subcontractor in meeting applicable prevailing wage obligations, or the willful failure by the Developer, contractor or subcontractor to pay the correct rates of prevailing wages. A mistake, inadvertence, or neglect in failing to pay the correct rate of prevailing wages is not excusable if the Developer, contractor or subcontractor had knowledge of their obligations under the California Labor Code. The Developer, contractor or subcontractor shall pay the difference between the prevailing wage rates and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the prevailing wage rate. If a subcontractor worker engaged in construction of the Improvements is not paid the general prevailing per diem wages by the subcontractor, subject to applicable law, the prime contractor is not liable for any penalties therefore unless the prime contractor had knowledge of that failure or unless the prime contractor fails to comply with all of the following requirements:

1. Any agreement executed between the Developer and a contractor or a contractor and a subcontractor for the construction of part of the Improvements shall include a copy of the provisions of California Labor Code Sections 1771, 1775, 1776, 1777.5, 1813, and 1815.

2. The contractor shall monitor payment of the specified general prevailing rate of per diem wages by the subcontractor by periodic review of any subcontractor's certified payroll records.

3. Upon becoming aware of a subcontractor's failure to pay the specified prevailing rate of wages, the contractor shall diligently take corrective action to halt or rectify the failure, including, but not limited to, retaining sufficient funds due the subcontractor for construction of the Improvements.

4. Prior to making final payment to the subcontractor, the contractor shall obtain an affidavit signed under penalty of perjury from the subcontractor that the subcontractor has paid the specified general prevailing rate of per diem wages employees engaged in the construction of the Improvements and any amounts due pursuant to California Labor Code Section 1813.

C. In accordance with California Labor Code Section 1776, the Developer and each contractor and subcontractor engaged in construction of the Improvements, shall keep accurate payroll records showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and

the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed in construction of the Improvements. Each payroll record shall contain or be verified by a written declaration that it is made under penalty of perjury, stating both of the following:

1. The information contained in the payroll record is true and correct.

2. The employer has complied with the requirements of Sections 1771, 1811, and 1815 for any services performed by the employer's employees on the public works project.

The payroll records required pursuant to California Labor Code Section 1776 shall be certified and shall be available for inspection by the City and its authorized representatives, the Division of Labor Standards Enforcement, the Division of Apprenticeship Standards of the Department of Industrial Relations and shall otherwise be available for inspection in accordance with California Labor Code Section 1776.

D. In accordance with California Labor Code Section 1777.5, the prime contractor, on behalf of the Developer and any contractors or subcontractors engaged in construction of the Improvements, shall be responsible for ensuring compliance with California Labor Code Section 1777.5 governing employment and payment of apprentices on public works contracts.

E. In case it becomes necessary for the Developer or any contractor or subcontractor engaged in construction of the Improvements to employ on the construction of the Improvements any person in a trade or occupation (except executive, supervisory, administrative, clerical, or other non manual workers as such) for which no minimum wage rate has been determined by the Director of the Department of Industrial Relations, the Developer, contractor or subcontractor shall pay the minimum rate of wages specified therein for the classification which most nearly corresponds to services to be performed by that person. The minimum rate thus furnished shall be applicable as a minimum for such trade or occupation from the time of the initial employment of the person affected and during the continuance of such employment.

EXHIBIT C

INSURANCE REQUIREMENTS

MINIMUM SCOPE AND LIMITS OF INSURANCE

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 **$5,000,000** 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 (i.e., $10,000,000).

2. **Automobile Liability** Insurance Services Office Form Number CA 0001 covering Code 1 (any auto), with limits no less than **$5,000,000** per accident for bodily injury and property damage.

3. **Workers' Compensation** Insurance as required by the State of California, with Statutory Limits, and Employers' Liability insurance with a limit of no less than $1,000,000 per accident for bodily injury or disease.

4. **Builder's Risk** (Course of Construction) insurance utilizing an "All Risk" (Special Perils) coverage form, with limits equal to the completed value of the project and no coinsurance penalty provisions.

5. **Surety Bonds** as described below.

6. **Professional Liability** (if Design/Build), with limits no less than $1,000,000 per occurrence or claim, and $2,000,000 policy aggregate.

7. **Contractors' Pollution Legal Liability** and/or Asbestos Legal Liability and/or Errors and Omissions (if project involves environmental hazards) with limits no less than $1,000,000 per occurrence or claim, and $2,000,000 policy aggregate.

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

The Contractor shall procure and maintain for the duration of the contract, and if Contractor has a claims-made policy, Contractor shall maintain for two years thereafter, 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 Contractor, its agents, representatives, employees or subcontractors.

Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by the City. At the option of the City, either: the contractor shall cause the insurer to reduce or eliminate such deductibles or self-insured retentions as respects the City, its officers, officials, employees, and volunteers; or the Contractor shall provide a financial guarantee satisfactory to the City guaranteeing payment of losses and related investigations, claim administration, and defense expenses.

Other Insurance Provisions

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

1. **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 Contractor including materials, parts, or equipment furnished in connection with such work or operations and automobiles owned, leased, hired, or borrowed by or on behalf of the Contractor. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10 10 01 and CG 20 37 10 01forms if later revisions used).

2. For any claims related to this project, the **Contractor'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 in excess of the Contractor's insurance and shall not contribute with it.

3. Each insurance policy required by this clause shall provide notice will be provided to City in the event that the policy is terminated. Contractor shall immediately notify City of any insurance cancellation or termination and shall provide replacement insurance policy documentation to the City.

Builder's Risk (Course of Construction) Insurance

Contractor may submit evidence of Builder's Risk insurance in the form of Course of Construction coverage. Such coverage shall **name the City as a loss payee** as their interest may appear.

If the project does not involve new or major reconstruction, at the option of the City, an Installation Floater may be acceptable. For such projects, a Property Installation Floater shall be obtained that provides for the improvement, remodel, modification, alteration, conversion or adjustment to existing buildings, structures, processes, machinery and

equipment. The Property Installation Floater shall provide property damage coverage for any building, structure, machinery or equipment damaged, impaired, broken, or destroyed during the performance of the Work, including during transit, installation, and testing at the City's site.

Claims Made Policies

If any coverage required is written on a claims-made coverage form:

1. The retroactive date must be shown, and this date must be before the execution 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 contract work.

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

4. A copy of the claims reporting requirements must be submitted to the City for review.

5. If the services involve lead-based paint or asbestos identification/remediation, the Contractors Pollution Liability policy shall not contain lead-based paint or asbestos exclusions. If the services involve mold identification/remediation, the Contractors Pollution Liability policy shall not contain a mod exclusion, and the definition of Pollution shall include microbial matter, including mold.

Acceptability of Insurers

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

Waiver of Subrogation

Contractor hereby agrees to waive rights of subrogation which any insurer of Contractor may acquire from Contractor by virtue of the payment of any loss. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation. **Worker's Compensation policies shall be endorsed with a waiver of subrogation** in favor of the City for all work performed by the Contractor, its employees, agents and subcontractors.

Verification of Coverage

Contractor shall furnish the City with original certificates and amendatory endorsements, or copies of the applicable insurance language, effecting coverage required by this contract. 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 Contractor'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

Contractor 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. For CGL coverage subcontractors shall provide coverage with a format least as broad as CG 20 10 10 01 and CG 20 37 10 01.

Surety Bonds

Contractor shall provide the following Surety Bonds:

1. Bid bond
2. Performance bond
3. Payment bond
4. Maintenance bond

The Payment Bond and the Performance Bond shall be in a sum equal to the contract price. If the Performance Bond provides for a one-year warranty a separate Maintenance Bond is not necessary. If the warranty period specified in the contract is for longer than one year a Maintenance Bond equal to 10% of the contract price is required. Bonds shall be duly executed by a responsible corporate surety, authorized to issue such bonds in the State of California and secured through an authorized agent with an office in California.

Special Risks or Circumstances

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

EXHIBIT D

VERIFICATION OF INSURANCE

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 8/21/2025

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	CONTACT NAME:	
The Baldwin Group West, LLC 15901 Red Hill Ave, Ste 100 Tustin CA 92780	PHONE (A/C, No, Ext): (714) 505-7000	FAX (A/C, No): (714) 573-1770
License#: 0F69771	E-MAIL ADDRESS: info@wgbib.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
INSURED DISCBUI-01	INSURER A : Clear Blue Specialty Insurance	37745
ADS III Holdings, LLC Discovery Builders, Inc. 3240 Stone Valley Road West, Suite 2 Alamo CA 94507	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** 196962442 **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.

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	Y	Y	AC010002316	12/1/2024	12/1/2027	EACH OCCURRENCE	$ 10,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 10,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 10,000,000
	X POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 10,000,000
	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	
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBEREXCLUDED? N / A						E.L. EACH ACCIDENT	$
	(Mandatory in NH)						E.L. DISEASE - EA EMPLOYEE	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT	$

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

RE: Rosewood Estates Project, Oakley, CA.
The City of Oakley, its officers, officials, employees, and volunteers are included as an Additional Insureds with respect to General Liability if required by written contract and subject to terms, conditions, and exclusions of the policy.
Coverage is provided on a Primary & Non-Contributory basis on the General Liability if required by written contract and subject to terms, conditions and exclusions of the policy.
A Waiver of Subrogation in favor of the City of Oakley applies to General Liability if required by written contract, and subject to terms, conditions, and exclusions of the policy.
30-day notice of cancellation, except for nonpayment of premium - in regard to General Liability.

CERTIFICATE HOLDER

City of Oakley
3231 Main St.
Oakley CA 94561

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

Raymond Lyon

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
The City of Oakley, its officers, officials, employees, and volunteers **3231 Main St** **Oakley, CA 94561**	**See CG2144**
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

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C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
The City of Oakley, its officers, officials, employees, and volunteers **3231 Main St** **Oakley, CA 94561**	**See CG2144**
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NONCONTRIBUTORY – OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

The following is added to the Other Insurance Condition and supersedes any provision to the contrary:

Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

(1) The additional insured is a Named Insured under such other insurance; and

(2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

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WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

Name Of Person Or Organization:
Any person or organization where required by written contract.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph **8. Transfer Of Rights Of Recovery Against Others To Us of Section IV – Conditions**:

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

POLICY CHANGES

Policy Change
Number 9

POLICY NUMBER	POLICY CHANGES EFFECTIVE	COMPANY
AC010002316	8/19/2025	Clear Blue Specialty Insurance Company
NAMED INSURED		AUTHORIZED REPRESENTATIVE
Discovery Builders Inc		
COVERAGE PARTS AFFECTED		
General Liability - Wrap		

CHANGES

In consideration of the premium charged, it is hereby understood and agreed that the following has been added as an additional insured per the attached CG2010 and CG2037 forms.

The City of Oakley, its officers, officials, employees, and volunteers
3231 Main St
Oakley, CA 94561

It is further understood and agreed that in the event of cancellation, we agree to mail 30-day written notice of cancellation to the Additional Insured The City of Oakley, its officers, officials, employees, and volunteers. If a non-pay cancellation is processed, we will send a 10-day written notice of cancellation.

All other terms and conditions remain the same.

Process Date: 8/20/2025

Authorized Representative Signature

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Copyright, ISO Commercial Risk Services, Inc., 1983

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 6/4/2025

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 The Baldwin Group West, LLC 15901 Red Hill Ave, Ste 100 Tustin CA 92780 License#: CA#0F69771	CONTACT NAME: PHONE (A/C, No, Ext): (714) 505-7000 FAX (A/C, No): (714) 573-1770 E-MAIL ADDRESS:
INSURED Discovery Builders, Inc. 3240 Stone Valley Road West, Suite 2 Alamo, CA 94507 DISCBUI-01	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : RLI Insurance Company — 13056 INSURER B : Redwood Fire and Casualty Insu — 11673 INSURER C : INSURER D : INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER:** 382051950 **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.

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:							$
A	AUTOMOBILE LIABILITY	Y	Y	CAP9507668	6/1/2025	6/1/2026	COMBINED SINGLE LIMIT (Ea accident)	$ 2,000,000
	[X] 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 $							$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N		Y	DIWC630901	4/1/2025	4/1/2026	[X] PER STATUTE [ ] OTH-ER	
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [ ] N / A (Mandatory In NH)						E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000

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

City of Oakley, its officers, officials, employees and volunteers are included as Additional Insured(s) if required by written contract and subject to terms, conditions and exclusions of the policy. Waiver of subrogation applies as per the attached endorsements or policy language, where allowed by law.

CERTIFICATE HOLDER

City of Oakley
its officers, officials, employees and volunteers
3231 Main St.
Oakley CA 94561

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

Raymond Tyen

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF RIGHT OF RECOVERY – BY WRITTEN CONTRACT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
COMMERCIAL GENERAL LIABILITY COVERAGE FORM

The provisions of the Coverage Form apply unless modified by this endorsement.

Endorsement Effective: 6/1/2025
Named Insured: Discovery Equipment Holdings LLC

In consideration of the additional premium of $1,000, it is understood and agreed that:

We waive any right of recovery for payment we make that we may have against any person or organization with whom you have agreed to waive your right to recovery in a contract signed by you and such person or organization prior to the loss.

In addition, the following is added to **A. Loss Conditions, 5. Transfer Of Rights Of Recovery Against Others To Us** of **SECTION IV – BUSINESS AUTO CONDITIONS** and **SECTION V – MOTOR CARRIER CONDITIONS,** and **7. Transfer Of Rights Of Recovery Against Others To Us** of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS:**

> However, this condition does not apply to recovery for payment we make under this Coverage Form from a person or organization with whom you have agreed to waive your right of recovery in a written contract signed prior to the loss.

We will retain the additional premium shown above, regardless of any early termination of this endorsement or the policy.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS OF THIS POLICY REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – CERTIFICATE OF INSURANCE OR WRITTEN CONTRACT – FOR YOUR OPERATIONS

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
EXCESS INDEMNITY COVERAGE
COMMERCIAL GENERAL LIABILITY COVERAGE FORM

The provisions of the Coverage Form apply unless modified by this endorsement.

Endorsement Effective: 6/1/2025
Named Insured: Discovery Equipment Holdings LLC

Additional insured for liability coverage provided under this policy shall include:

1. Any organization named as an additional insured on a Certificate of Insurance and received by us prior to the date of loss, but only for liability for your operations to which this insurance applies; or

2. Any organization you are obligated to name as an additional insured pursuant to a written contract signed by both you and the organization prior to the date of loss, but only for liability for your operations to which this insurance applies.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS OF THIS POLICY REMAIN UNCHANGED.

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT-CALIFORNIA BLANKET BASIS

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

The additional premium for this endorsement shall be calculated by applying a factor of 2% to the total manual premium, with a minimum initial charge of $350, then applying all other pricing factors for the policy to this calculated charge to derive the final cost of this endorsement.

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

Blanket Waiver

Person/Organization	Blanket Waiver – Any person or organization for whom the Named Insured has agreed by written contract to furnish this waiver.

Job Description	**Waiver Premium (prior to adjustments)**
All CA Operations	2510.00

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.
(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective: 04/01/2025 Policy No.: DIWC630901 Endorsement No.:

Insured: Premium $

Insurance Company: Redwood Fire and Casualty Ins Co

Countersigned by _____

SUBDIVISION 8787
"ROSEWOOD ESTATES"

PORTION OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 25, TOWNSHIP 2 NORTH, RANGE 2 EAST, MOUNT DIABLO BASE AND MERIDIAN
CITY OF OAKLEY
CONTRA COSTA COUNTY, CALIFORNIA

APEX CIVIL ENGINEERING & LAND SURVEYING
817 Arnold Drive, Ste. 50
Martinez, CA 94553
Ph. (925) 476-8499
www.apexce.net

AUGUST, 2025

OWNER'S STATEMENT

THE UNDERSIGNED, BEING THE ONLY PARTY HAVING A RECORD TITLE INTEREST IN THE LANDS DELINEATED WITHIN THE HEAVY BLACK LINES UPON THIS MAP, DOES HEREBY CONSENT TO THE PREPARATION AND RECORDATION OF THE SAME; AND DOES HEREBY DEDICATE IN FEE TO THE PUBLIC FOR PUBLIC USE AND TO THE CITY OF OAKLEY, FOR ROADWAY PURPOSES THOSE PORTIONS OF SAID LANDS DESIGNATED ON SAID MAP AS: COLFAX LANE, CHAPMAN CIRCLE, WEST CLIFF STREET, MARION WAY AND ROSE AVENUE

THE AREAS DESIGNATED AS PARCELS 'A', IS DEDICATED IN FEE TO THE CITY OF OAKLEY OR ITS DESIGNEE FOR PUBLIC USE, LANDSCAPE PURPOSES AND STORM DRAINAGE PURPOSES

THE AREAS DESIGNATED AS "PUBLIC UTILITY EASEMENT" OR "P.U.E." ARE HEREBY DEDICATED TO THE CITY OF OAKLEY OR ITS DESIGNEE FOR UNDERGROUND ELECTRIC, GAS, CABLE TELEVISION AND TELEPHONE USE AND AND ANY ALL IMPROVEMENTS AND APPURTENANCES INSTALLED, INCLUDING THE CONSTRUCTION, ACCESS AND MAINTENANCE EASEMENT OF THESE IMPROVEMENTS AND APPURTENANCES.

THE UNDERSIGNED FURTHER RELINQUISHES TO THE CITY OF OAKLEY ALL ABUTTER'S RIGHTS OF ACCESS ALONG THE PROPERTY LINES ADJACENT TO THOSE AREAS DEPICTED HEREON BY THE SYMBOL ///////

THIS MAP SHOWS ALL EASEMENTS ON THE PREMISES, OR OF RECORD WITHIN THE BOUNDARY LINES OF THE HEREIN EMBODIED MAP AS SHOWN ON THE PRELIMINARY TITLE REPORT NO _____ PREPARED BY FIDELITY NATIONAL TITLE COMPANY.

ADS III HOLDINGS, LLC, A CALIFORNIA LIMITED LIABILITY COMPANY

BY: ALBERT D. SEENO III, MANAGING MEMBER — 8/21/2025 DATE

OWNER'S ACKNOWLEDGEMENT

A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE VERIFIES ONLY THE IDENTITY OF THE INDIVIDUAL WHO SIGNED THE DOCUMENT TO WHICH THIS CERTIFICATE IS ATTACHED, AND NOT THE TRUTHFULNESS, ACCURACY, OR VALIDITY OF THAT DOCUMENT.

STATE OF CALIFORNIA)
COUNTY OF Contra Costa) SS

ON August 21, 2025 BEFORE ME, Christine A. Sardelich, A NOTARY PUBLIC, PERSONALLY APPEARED Albert D. Seeno III WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/SHE/THEY EXECUTED THE SAME IN HIS/HER/THEIR AUTHORIZED CAPACITY(IES), AND THAT BY HIS/HER/THEIR SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S), OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.

I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING IS TRUE AND CORRECT.

WITNESS MY HAND AND OFFICIAL SEAL

SIGNATURE NOTARY: Christine A. Sardelich

NAME (PRINTED OR TYPED): Christine A. Sardelich

MY COMMISSION EXPIRES: March 8, 2027

COMMISSION NUMBER: 2437583

COUNTY OF NOTARY: Contra Costa

PRINCIPAL PLACE OF BUSINESS: Alamo, CA

BENEFICIARY'S STATEMENT

THE UNDERSIGNED, AS BENEFICIARY UNDER THE DEED OF TRUST RECORDED AUGUST 8, 2025 IN SERIES NUMBER 2025-0080239 OF THE OFFICIAL RECORDS OF CONTRA COSTA COUNTY, ENCUMBERING THE LAND HEREIN SHOWN, DOES HEREBY JOIN IN AND CONSENT TO THE EXECUTION OF THE FOREGOING OWNER'S STATEMENT.

BY: RCHF CH, A DELAWARE STATUTORY TRUST

BY: U.S. BANK TRUST NATIONAL ASSOCIATION, NOT IN ITS INDIVIDUAL CAPACITY BUT SOLELY AS TRUSTEE FOR RCHF CH TRUST,

BY: ANCHOR LOANS, LP, ITS ATTORNEY IN FACT

BY: _____

DATE: 8-26-25

PRINT NAME: MARC BURRIDGE

TITLE: AUTHORIZED SIGNOR

BENEFICIARY'S ACKNOWLEDGEMENT

A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE VERIFIES ONLY THE IDENTITY OF THE INDIVIDUAL WHO SIGNED THE DOCUMENT TO WHICH THIS CERTIFICATE IS ATTACHED, AND NOT THE TRUTHFULNESS, ACCURACY, OR VALIDITY OF THAT DOCUMENT.

STATE OF CALIFORNIA)
COUNTY OF VENTURA) SS

ON 8-26, 2025 BEFORE ME, Anna Kathleen Prentice, A NOTARY PUBLIC, PERSONALLY APPEARED MARC BURRIDGE WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/SHE/THEY EXECUTED THE SAME IN HIS/HER/THEIR AUTHORIZED CAPACITY(IES), AND THAT BY HIS/HER/THEIR SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S), OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.

I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING IS TRUE AND CORRECT.

WITNESS MY HAND AND OFFICIAL SEAL

SIGNATURE NOTARY: Anna Kathleen Prentice

NAME (PRINTED OR TYPED): Anna Kathleen Prentice

MY COMMISSION EXPIRES: 9/18/2026

COMMISSION NUMBER: 2416677

COUNTY OF NOTARY: Ventura

PRINCIPAL PLACE OF BUSINESS: Thousand Oaks

ANNA KATHLEEN PRENTICE Notary Public - California Ventura County Commission # 2416677 My Comm. Expires Sep 18, 2026

SURVEYOR'S STATEMENT

I, BOB LEZCANO, DO HEREBY STATE THAT I AM A LICENSED LAND SURVEYOR OF THE STATE OF CALIFORNIA, THAT THE SUBDIVISION SHOWN HEREON, CONSISTING OF SEVEN (7) SHEETS, WAS MADE FROM MY OWN SURVEY ON THE GROUND DURING THE MONTH OF JULY, 2014 AT THE REQUEST OF DISCOVEY BUILDERS ; THAT THE SURVEY IS TRUE AND COMPLETE AS SHOWN; THAT THE MAP IS IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT, ANY LOCAL ORDINANCES, AND THE APPROVED TENTATIVE MAP; THAT ALL MONUMENTS OF THE CHARACTER SHOWN EXIST OR WILL BE SET AS SHOWN ON OR BEFORE AUGUST 2023; THAT THEIR POSITIONS ARE CORRECTLY SHOWN AND THAT THE MONUMENTS ARE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED. THE SUBDIVISION AREA AS SHOWN IS 12.24 ACRES MORE OR LESS

BOB J. LEZCANO , LS 8514 — DATED 8-21-25

LICENSED LAND SURVEYOR BOB J. LEZCANO NO. 8514 STATE OF CALIFORNIA

COUNTY RECORDER'S STATEMENT

THIS MAP ENTITLED "SUBDIVISION 8787, ROSEWOOD ESTATES" IS HEREBY ACCEPTED FOR RECORDATION SHOWING A CLEAR TITLE PER LETTER OF TITLE WRITTEN BY FIDELITY NATIONAL TITLE COMPANY, DATED _____, AND AFTER EXAMINING THE SAME, I DEEM THAT SAID MAP COMPLIES IN ALL RESPECTS WITH THE PROVISIONS OF STATE LAW AND LOCAL ORDINANCES GOVERNING THE FILING OF SUBDIVISION MAPS.

FILED THIS ___ DAY OF _____, 20__, AT _____ M. IN BOOK _____ OF MAPS, AT PAGE _____, SERIES NO. _____, AT THE REQUEST OF FIDELITY NATIONAL TITLE COMPANY.

KRISTIN B. CONNELLY
COUNTY RECORDER
COUNTY OF CONTRA COSTA
STATE OF CALIFORNIA

BY: _____
DEPUTY COUNTY RECORDER

SUBDIVISION 8787
"ROSEWOOD ESTATES"

PORTION OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 25, TOWNSHIP 2 NORTH, RANGE 2 EAST, MOUNT DIABLO BASE AND MERIDIAN

CITY OF OAKLEY

CONTRA COSTA COUNTY, CALIFORNIA

APEX
CIVIL ENGINEERING & LAND SURVEYING
817 Arnold Drive, Ste. 50
Martinez, CA 94553
Ph: (925) 476-8499
www.apexce.net

AUGUST, 2025

CITY SURVEYOR'S STATEMENT

I, TRACY L. GIORGETTI, CITY SURVEYOR FOR THE CITY OF OAKLEY, DO HEREBY STATE THAT I HAVE EXAMINED THIS SUBDIVISION MAP ENTITLED "SUBDIVISION 8787, ROSEWOOD ESTATES" , AND I AM SATISFIED THAT THE SURVEY DATA SHOWN THEREON IS TECHNICALLY CORRECT.

BY: _____ DATE _____

TRACY L. GIORGETTI, LS 8720
SURVEYOR, CITY OF OAKLEY
CONTRA COSTA COUNTY, STATE OF CALIFORNIA

LICENSED LAND SURVEYOR — TRACY L. GIORGETTI — NO. 8720 — STATE OF CALIFORNIA

CITY ENGINEER'S STATEMENT

I, KOUROSH ROHANI, CITY ENGINEER OF THE CITY OF OAKLEY, CONTRA COSTA COUNTY, CALIFORNIA, DO HEREBY STATE THAT I HAVE EXAMINED THIS SUBDIVISION MAP ENTITLED "SUBDIVISION 8787, ROSEWOOD ESTATES" AND THAT SAID PARCEL MAP IS IN SUBSTANTIAL CONFORMANCE WITH THE TENTATIVE MAP APPROVED BY THE CITY OF OAKLEY CITY COUNCIL ON MARCH 23, 2010, AND ANY APPROVED ALTERATIONS THEREOF, AS THAT ALL PROVISIONS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCES APPLICABLE AT THE TIME OF APPROVAL OF THE TENTATIVE MAP HAVE BEEN COMPLIED WITH.

_____ DATE _____

KOUROSH ROHANI RCE 51138
CITY ENGINEER, CITY OF OAKLEY
CONTRA COSTA COUNTY, STATE OF CALIFORNIA

REGISTERED PROFESSIONAL ENGINEER — KOUROSH ROHANI — NO. 51138 CIVIL — STATE OF CALIFORNIA

CITY COUNCIL'S STATEMENT

I, KOUROSH ROHANI, PUBLIC WORKS DIRECTOR OF THE CITY OF OAKLEY, CONTRA COSTA COUNTY, CALIFORNIA, DO HEREBY STATE THAT THE CITY COUNCIL HAS APPROVED THE TENTATIVE MAP FOR "SUBDIVISION 8787, ROSEWOOD ESTATES" WHICH INCLUDED THE SUBDIVISION WHICH THIS PARCEL MAP IS BASED

_____ DATE _____

KOUROSH ROHANI RCE 51138
CITY ENGINEER, CITY OF OAKLEY
CONTRA COSTA COUNTY, STATE OF CALIFORNIA



VICINITY MAP
NOT TO SCALE

SIGNATURE OF OMMISSIONS

IN ACCORDANCE WITH SECTION 66436 OF THE SUBDIVISION MAP ACT, THE SIGNATURES OF THE FOLLOWING HOLDERS OF RIGHTS OF WAY OR EASEMENTS, WHICH CANNOT RIPEN INTO FEE, HAVE BEEN OMITTED:

1. POLE LINE EASEMENT TO GREAT WESTERN POWER PER 384 DEEDS 445 RECORDED ON AUGUST 29, 1921
2. TOWER LINE EASEMENT TO USA PER 1668 OR 127 RECORDED ON NOVEMBER 14,1950

CLERK OF THE BOARD OF SUPERVISORS STATEMENT

I STATE, AS CHECKED BELOW, THAT:

( ) A TAX BOND ASSURING PAYMENT OF ALL TAXES WHICH ARE NOW A LIEN, BUT NOT YET PAYABLE, HAS BEEN RECEIVED AND FILED WITH THE BOARD OF SUPERVISORS OF CONTRA COSTA COUNTY, STATE OF CALIFORNIA.

( ) ALL TAXES DUE HAVE BEEN PAID AS STATED BY THE COUNTY REDEMPTION OFFICER.

DATED: _____ MONICA NINO
CLERK OF THE BOARD OF SUPERVISORS AND COUNTY ADMINISTRATOR, COUNTY OF CONTRA COSTA, STATE OF CALIFORNIA.

By: _____

CITY CLERK'S STATEMENT

I, KIM SNODGRASS, CITY CLERK OF THE CITY COUNCIL OF THE CITY OF OAKLEY, COUNTY OF CONTRA COSTA, STATE OF CALIFORNIA, DO HEREBY STATE THAT THIS MAP, CONSISTING OF (7) SEVEN SHEETS AND ENTITLED, "SUBDIVISION 8787, ROSEWOOD ESTATES" , WAS PRESENTED TO SAID COUNCIL AS PROVIDED BY LAW AT A _____ MEETING HELD ON THE _____ DAY OF _____, 20____, AND THAT SAID COUNCIL DID THEREUPON APPROVE SAID MAP AND DID ACCEPT, SUBJECT TO IMPROVEMENTS ON BEHALF OF THE PUBLIC, ANY REAL PROPERTY OFFERED FOR DEDICATION FOR PUBLIC USE IN CONFORMITY WITH THE TERMS OF THE OFFER OF DEDICATION.

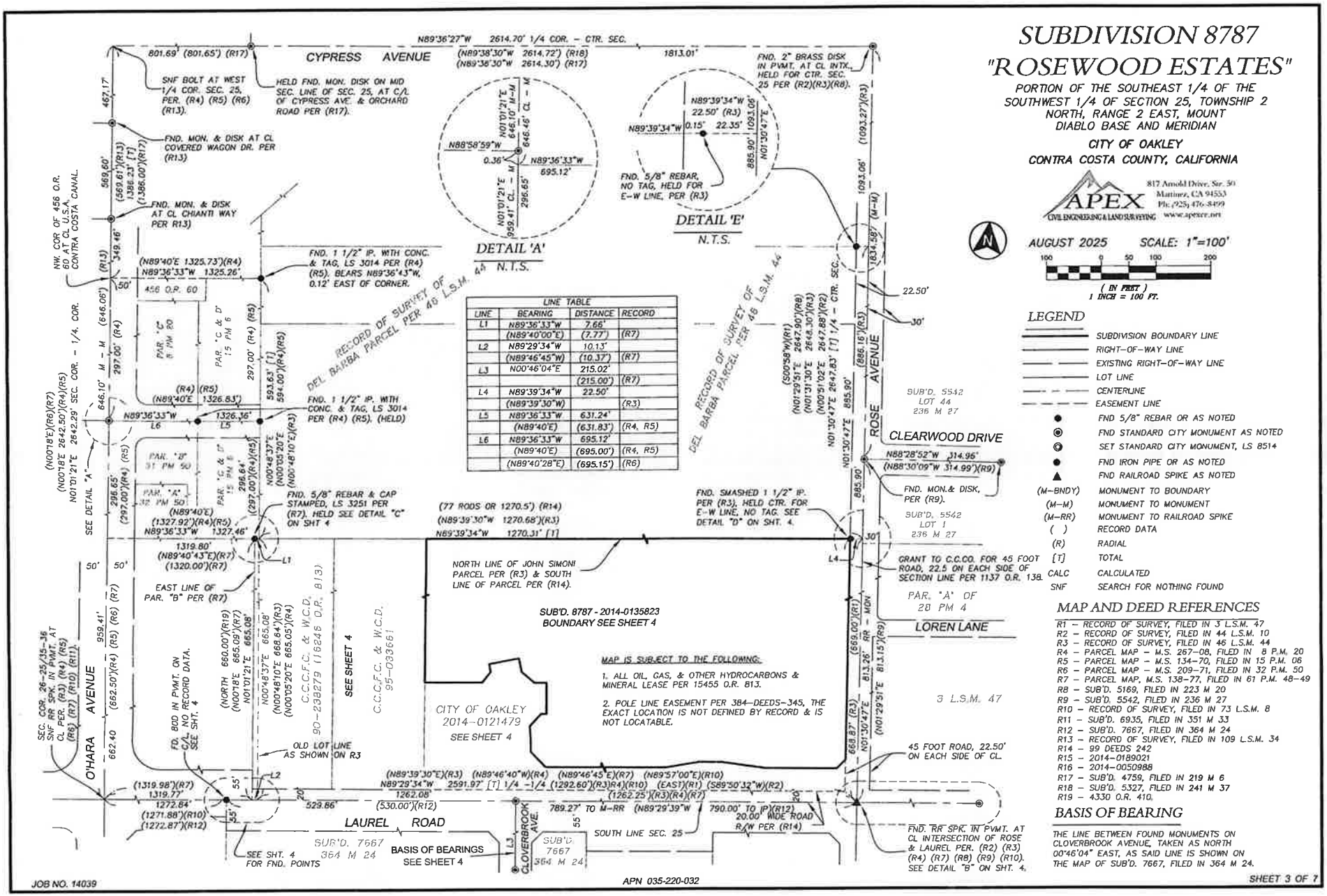
THE IRREVOCABLE OFFER OF DEDICATION TO THE CITY OF OAKLEY, RECORDED JUNE 10, 2014, SERIES NO. 2014-0094613 WAS RECORDED IN ERROR AND IS HEREBY REJECTED AND ABANDONED PURSUANT TO SECTION 66434(G) OF THE SUBDIVISION MAP ACT UPON THE RECORDING OF THIS MAP.

I FURTHER STATE THAT ALL AGREEMENTS AND SURETY AS REQUIRED BY LAW TO ACCOMPANY THE WITHIN FINAL MAP HAVE BEEN APPROVED BY THE CITY COUNCIL OF THE CITY OF OAKLEY AND ARE FILED IN MY OFFICE.

IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND THIS ____ DAY OF _____, 20____.

_____

KIM SNODGRASS
CITY CLERK AND CLERK OF THE COUNCIL
CITY OF OAKLEY, CONTRA COSTA COUNTY
STATE OF CALIFORNIA


SUBDIVISION 8787
"ROSEWOOD ESTATES"
PORTION OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 25, TOWNSHIP 2 NORTH, RANGE 2 EAST, MOUNT DIABLO BASE AND MERIDIAN
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AUGUST 2025
SCALE: 1"=100'
(IN FEET)
1 INCH = 100 FT.
CYPRESS AVENUE
O'HARA AVENUE
ROSE AVENUE
CLEARWOOD DRIVE
LOREN LANE
LAUREL ROAD
CLOVERBROOK AVE.
DETAIL 'A'
N.T.S.
DETAIL 'E'
N.T.S.
LINE TABLE
LEGEND
SUBDIVISION BOUNDARY LINE
RIGHT-OF-WAY LINE
EXISTING RIGHT-OF-WAY LINE
LOT LINE
CENTERLINE
EASEMENT LINE
FND 5/8" REBAR OR AS NOTED
FND STANDARD CITY MONUMENT AS NOTED
SET STANDARD CITY MONUMENT, LS 8514
FND IRON PIPE OR AS NOTED
FND RAILROAD SPIKE AS NOTED
(M-BNDY) MONUMENT TO BOUNDARY
(M-M) MONUMENT TO MONUMENT
(M-RR) MONUMENT TO RAILROAD SPIKE
( ) RECORD DATA
(R) RADIAL
[T] TOTAL
CALC CALCULATED
SNF SEARCH FOR NOTHING FOUND
MAP AND DEED REFERENCES
R1 – RECORD OF SURVEY, FILED IN 3 L.S.M. 47
R2 – RECORD OF SURVEY, FILED IN 44 L.S.M. 10
R3 – RECORD OF SURVEY, FILED IN 46 L.S.M. 44
R4 – PARCEL MAP – M.S. 267-08, FILED IN 8 P.M. 20
R5 – PARCEL MAP – M.S. 134-70, FILED IN 15 P.M. 06
R6 – PARCEL MAP – M.S. 209-71, FILED IN 32 P.M. 50
R7 – PARCEL MAP, M.S. 138-77, FILED IN 61 P.M. 48-49
R8 – SUB'D. 5169, FILED IN 223 M 20
R9 – SUB'D. 5542, FILED IN 236 M 27
R10 – RECORD OF SURVEY, FILED IN 73 L.S.M. 8
R11 – SUB'D. 6935, FILED IN 351 M 33
R12 – SUB'D. 7667, FILED IN 364 M 24
R13 – RECORD OF SURVEY, FILED IN 109 L.S.M. 34
R14 – 99 DEEDS 242
R15 – 2014-0189021
R16 – 2014-0050988
R17 – SUB'D. 4759, FILED IN 219 M 6
R18 – SUB'D. 5327, FILED IN 241 M 37
R19 – 4330 O.R. 410.
BASIS OF BEARING
THE LINE BETWEEN FOUND MONUMENTS ON CLOVERBROOK AVENUE, TAKEN AS NORTH 00°46'04" EAST, AS SAID LINE IS SHOWN ON THE MAP OF SUB'D. 7667, FILED IN 364 M 24.
SUB'D. 8787 - 2014-0135823
BOUNDARY SEE SHEET 4
MAP IS SUBJECT TO THE FOLLOWING:
1. ALL OIL, GAS, & OTHER HYDROCARBONS & MINERAL LEASE PER 15455 O.R. 813.
2. POLE LINE EASEMENT PER 384-DEEDS-345, THE EXACT LOCATION IS NOT DEFINED BY RECORD & IS NOT LOCATABLE.
CITY OF OAKLEY 2014-0121479
SEE SHEET 4
C.C.C.F.C. & W.C.D. 90-238279 (16246 O.R. 813)
C.C.C.F.C. & W.C.D. 95-033661
SEE SHEET 4
SUB'D. 7667 364 M 24
SUB'D. 5542 LOT 44 236 M 27
SUB'D. 5542 LOT 1 236 M 27
PAR. "A" OF 28 PM 4
3 L.S.M. 47
45 FOOT ROAD, 22.50' ON EACH SIDE OF CL.
20.00' WIDE ROAD R/W PER (R14)
GRANT TO C.C.CO. FOR 45 FOOT ROAD, 22.5 ON EACH SIDE OF SECTION LINE PER 1137 O.R. 138.
FND. RR SPK. IN PVMT. AT CL INTERSECTION OF ROSE & LAUREL PER. (R2) (R3) (R4) (R7) (R8) (R9) (R10). SEE DETAIL "B" ON SHT. 4.
SEE SHT. 4 FOR FND. POINTS
BASIS OF BEARINGS SEE SHEET 4
SOUTH LINE SEC. 25
789.27' TO M-RR (N89°29'39"W 790.00' TO IP (R12)
(1262.25')(R3)(R4)(R7)
(1262.08')
(530.00')(R12)
529.86'
N89°36'27"W 2614.70' 1/4 COR. – CTR. SEC.
(N89°38'30"W 2614.72') (R18)
(N89°38'30"W 2614.30') (R17)
1813.01'
801.69' (801.65') (R17)
SNF BOLT AT WEST 1/4 COR. SEC. 25, PER. (R4) (R5) (R6) (R13).
HELD FND. MON. DISK ON MID SEC. LINE OF SEC. 25, AT C/L OF CYPRESS AVE. & ORCHARD ROAD PER (R17).
FND. 2" BRASS DISK IN PVMT. AT CL INTX., HELD FOR CTR. SEC. 25 PER (R2)(R3)(R8).
FND. MON. & DISK AT CL COVERED WAGON DR. PER (R13)
FND. MON. & DISK AT CL CHIANTI WAY PER R13)
NW. COR OF 456 O.R. 60 AT CL U.S.A. CONTRA COSTA CANAL.
456 O.R. 60
PAR. "C & D" 15 PM 6
PAR. "B" 31 PM 50
PAR. "A" 32 PM 50
(N89°40'E 1325.73')(R4) N89°36'33"W 1325.26'
FND. 1 1/2" IP. WITH CONC. & TAG, LS 3014 PER (R4) (R5). BEARS N89°36'43"W, 0.12' EAST OF CORNER.
(R4) (R5) (N89°40'E 1326.83')
FND. 1 1/2" IP. WITH CONC. & TAG, LS 3014 PER (R4) (R5). (HELD)
FND. 5/8" REBAR & CAP STAMPED, LS 3251 PER (R7). HELD SEE DETAIL "C" ON SHT 4
(77 RODS OR 1270.5') (R14)
(N89°39'30"W 1270.68')(R3)
N89°39'34"W 1270.31' [T]
FND. SMASHED 1 1/2" IP. PER (R3). HELD CTR. FOR E-W LINE, NO TAG. SEE DETAIL "D" ON SHT. 4.
NORTH LINE OF JOHN SIMONI PARCEL PER (R3) & SOUTH LINE OF PARCEL PER (R14).
EAST LINE OF PAR. "B" PER (R7)
OLD LOT LINE AS SHOWN ON R3
FD. BOD IN PVMT. ON C/L NO RECORD DATA. SEE SHT. 4
SEC. COR. 26-25/35-36 SNF RR SPK. IN PVMT. AT CL PER. (R3) (R4) (R5) (R6) (R7) (R10) (R11).
FND. 5/8" REBAR, NO TAG, HELD FOR E-W LINE, PER (R3)
N89°39'34"W 22.50' (R3)
N89°39'34"W 0.15' 22.35'
N88°58'59"W 0.36' N89°36'33"W 695.12'
N89°39'34"W 2591.97' [T] 1/4 -1/4 (1292.60')(R3)R4)(R10) (EAST)(R1) (S89°50'32"W)(R2)
(N89°39'30"E)(R3) (N89°46'40"W)(R4) (N89°46'45"E)(R7) (N89°57'00"E)(R10)
N88°28'52"W 314.96'
(N88°30'09"W 314.99')(R9)
FND. MON.& DISK, PER (R9).
(1319.98')(R7) 1319.77'
1272.84'
(1271.88')(R10)
(1272.87')(R12)
(1319.80' (N89°40'43"E)(R7) (1320.00')(R7)
(N89°40'E) (1327.92')(R4)(R5) N89°36'33"W 1327.46'
L1
L2
L3
L4
L5
L6
LINE TABLE
L1 N89°36'33"W 7.66' (N89°40'00"E) (7.77') (R7)
L2 N89°29'34"W 10.13' (N89°46'45"W) (10.37') (R7)
L3 N00°46'04"E 215.02' (215.00') (R7)
L4 N89°39'34"W 22.50' (N89°39'30"W) (R3)
L5 N89°36'33"W 631.24' (N89°40'E) (631.83') (R4, R5)
L6 N89°36'33"W 695.12' (N89°40'E) (695.00') (R4, R5) (N89°40'28"E) (695.15') (R6)
APN 035-220-032
JOB NO. 14039
SHEET 3 OF 7

SUBDIVISION 8787
"ROSEWOOD ESTATES"

PORTION OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 25, TOWNSHIP 2 NORTH, RANGE 2 EAST, MOUNT DIABLO BASE AND MERIDIAN

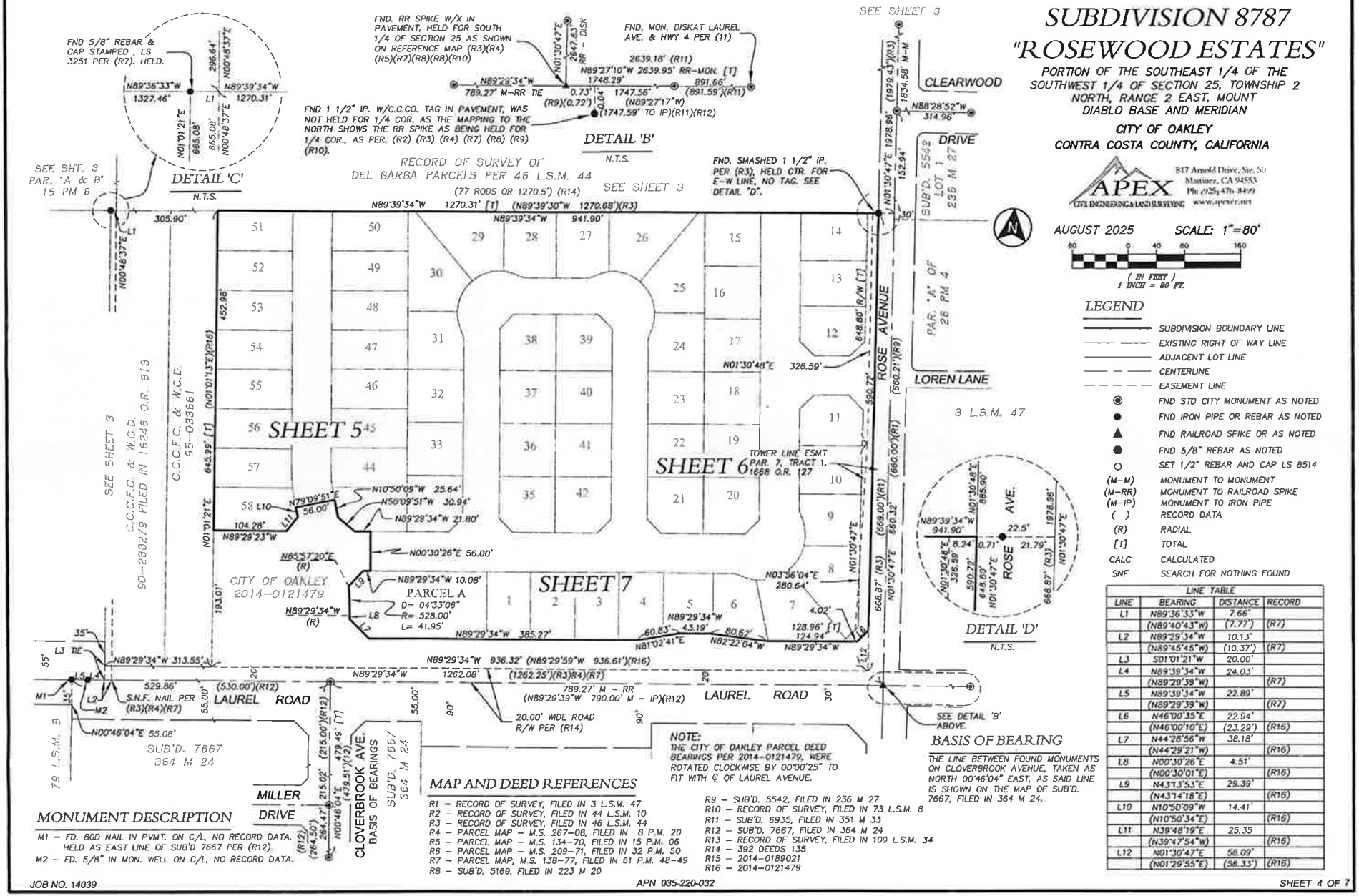
CITY OF OAKLEY

CONTRA COSTA COUNTY, CALIFORNIA

APEX CIVIL ENGINEERING & LAND SURVEYING
817 Arnold Drive, Ste. 50
Martinez, CA 94553
Ph: (925) 476-8499
www.apexcr.net

AUGUST 2025 SCALE: 1"=80'

(IN FEET)
1 INCH = 80 FT.



LINE TABLE

LINE	BEARING	DISTANCE	RECORD
L1	N89°36'33"W	7.66'	
	(N89°40'43"W)	(7.77')	(R7)
L2	N89°29'34"W	10.13'	
	(N89°45'45"W)	(10.37')	(R7)
L3	S01°01'21"W	20.00'	
L4	N89°39'34"W	24.03'	
	(N89°29'39"W)		(R7)
L5	N89°39'34"W	22.89'	
	(N89°29'39"W)		(R7)
L6	N46°00'35"E	22.94'	
	(N46°00'10"E)	(23.29')	(R16)
L7	N44°28'56"W	38.18'	
	(N44°29'21"W)		(R16)
L8	N00°30'26"E	4.51'	
	(N00°30'01"E)		(R16)
L9	N43°13'53"E	29.39'	
	(N43°14'18"E)		(R16)
L10	N10°50'09"W	14.41'	
	(N10°50'34"E)		(R16)
L11	N39°48'19"E	25.35	
	(N39°47'54"W)		(R16)
L12	N01°30'47"E	58.09'	
	(N01°29'55"E)	(58.33')	(R16)

NOTE:
THE CITY OF OAKLEY PARCEL DEED BEARINGS PER 2014-0121479, WERE ROTATED CLOCKWISE BY 00°00'25" TO FIT WITH ℄ OF LAUREL AVENUE.

BASIS OF BEARING

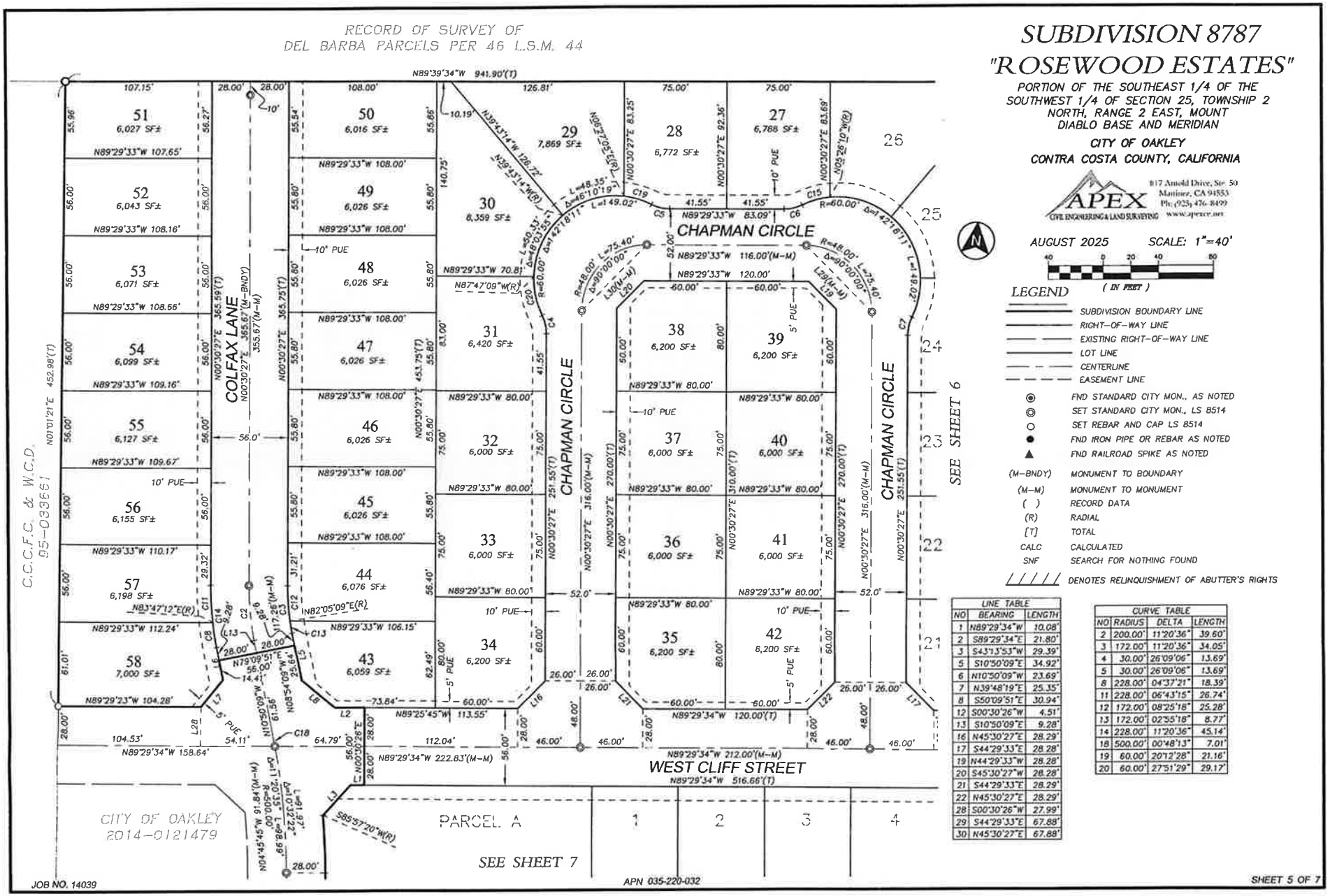
THE LINE BETWEEN FOUND MONUMENTS ON CLOVERBROOK AVENUE, TAKEN AS NORTH 00°46'04" EAST, AS SAID LINE IS SHOWN ON THE MAP OF SUB'D. 7667, FILED IN 364 M 24.

MONUMENT DESCRIPTION

M1 - FD. BOD NAIL IN PVMT. ON C/L, NO RECORD DATA. HELD AS EAST LINE OF SUB'D 7667 PER (R12).
M2 - FD. 5/8" IN MON. WELL ON C/L, NO RECORD DATA.

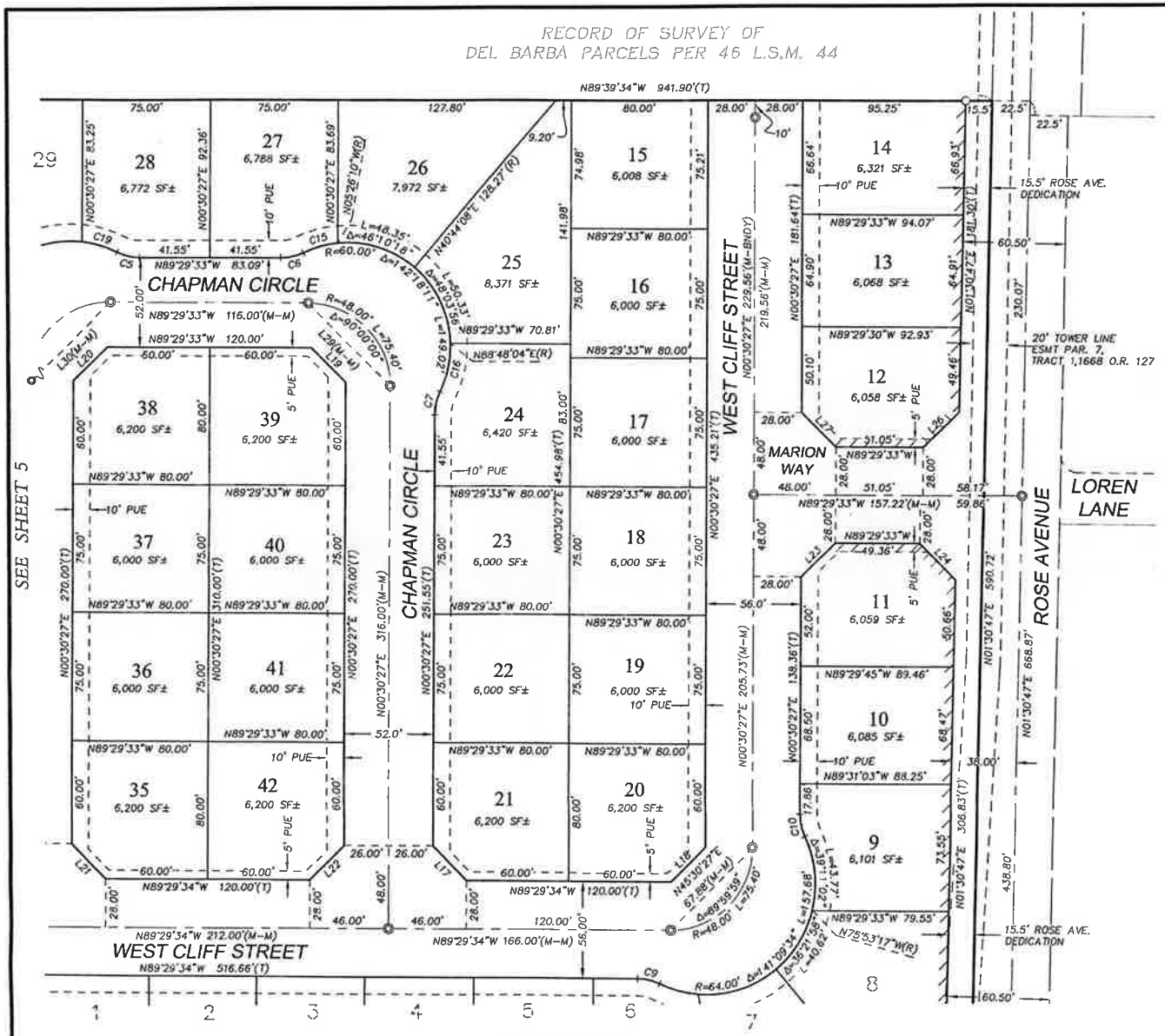
MAP AND DEED REFERENCES

R1 - RECORD OF SURVEY, FILED IN 3 L.S.M. 47
R2 - RECORD OF SURVEY, FILED IN 44 L.S.M. 10
R3 - RECORD OF SURVEY, FILED IN 46 L.S.M. 44
R4 - PARCEL MAP - M.S. 267-08, FILED IN 8 P.M. 20
R5 - PARCEL MAP - M.S. 134-70, FILED IN 15 P.M. 06
R6 - PARCEL MAP - M.S. 209-71, FILED IN 32 P.M. 50
R7 - PARCEL MAP, M.S. 138-77, FILED IN 61 P.M. 48-49
R8 - SUB'D. 5169, FILED IN 223 M 20
R9 - SUB'D. 5542, FILED IN 236 M 27
R10 - RECORD OF SURVEY, FILED IN 73 L.S.M. 8
R11 - SUB'D. 6935, FILED IN 351 M 33
R12 - SUB'D. 7667, FILED IN 364 M 24
R13 - RECORD OF SURVEY, FILED IN 109 L.S.M. 34
R14 - 392 DEEDS 135
R15 - 2014-0189021
R16 - 2014-0121479



LINE TABLE		
NO	BEARING	LENGTH
1	N89°29'34"W	10.08'
2	S89°29'34"E	21.80'
3	S43°13'53"W	29.39'
5	S10°50'09"E	34.92'
6	N10°50'09"W	23.69'
7	N39°48'19"E	25.35'
8	S50°09'51"E	30.94'
12	S00°30'26"W	4.51'
13	S10°50'09"E	9.28'
16	N45°30'27"E	28.29'
17	S44°29'33"E	28.28'
19	N44°29'33"W	28.28'
20	S45°30'27"W	28.28'
21	S44°29'33"E	28.29'
22	N45°30'27"E	28.29'
28	S00°30'26"W	27.99'
29	S44°29'33"E	67.88'
30	N45°30'27"E	67.88'

CURVE TABLE			
NO	RADIUS	DELTA	LENGTH
2	200.00'	11°20'36"	39.60'
3	172.00'	11°20'36"	34.05'
4	30.00'	26°09'06"	13.69'
5	30.00'	26°09'06"	13.69'
8	228.00'	04°37'21"	18.39'
11	228.00'	06°43'15"	26.74'
12	172.00'	08°25'18"	25.28'
13	172.00'	02°55'18"	8.77'
14	228.00'	11°20'36"	45.14'
18	500.00'	00°48'13"	7.01'
19	60.00'	20°12'28"	21.16'
20	60.00'	27°51'29"	29.17'



SUBDIVISION 8787
"ROSEWOOD ESTATES"

PORTION OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 25, TOWNSHIP 2 NORTH, RANGE 2 EAST, MOUNT DIABLO BASE AND MERIDIAN

CITY OF OAKLEY

CONTRA COSTA COUNTY, CALIFORNIA

APEX
CIVIL ENGINEERING & LAND SURVEYING
817 Arnold Drive, Ste. 50
Martinez, CA 94553
Ph: (925) 476-8499
www.apexce.net

AUGUST 2025 SCALE: 1"=40'

40 0 20 40 80
(IN FEET)

LEGEND

- SUBDIVISION BOUNDARY LINE
- RIGHT-OF-WAY LINE
- EXISTING RIGHT-OF-WAY LINE
- LOT LINE
- CENTERLINE
- EASEMENT LINE
- FND STANDARD CITY MON., AS NOTED
- SET STANDARD CITY MON., LS 8514
- SET REBAR AND CAP LS 8514
- FND IRON PIPE OR REBAR AS NOTED
- FND RAILROAD SPIKE AS NOTED

(M-BNDY)	MONUMENT TO BOUNDARY
(M-M)	MONUMENT TO MONUMENT
( )	RECORD DATA
(R)	RADIAL
[T]	TOTAL
CALC	CALCULATED
SNF	SEARCH FOR NOTHING FOUND

////// DENOTES RELINQUISHMENT OF ABUTTER'S RIGHTS

LINE TABLE		
NO	BEARING	LENGTH
14	N03°56'04"E	91.96'
17	S44°29'33"E	28.28'
18	N45°30'27"E	28.28'
19	N44°29'33"W	28.28'
20	S45°30'27"W	28.28'
21	S44°29'33"E	28.29'
22	N45°30'27"E	28.29'
23	N45°30'27"E	28.28'
24	S43°59'23"E	29.93'
26	S46°00'37"W	29.46'
27	N44°29'33"W	28.28'
29	S44°29'33"E	67.88'
30	N45°30'27"E	67.88'

CURVE TABLE			
NO	RADIUS	DELTA	LENGTH
5	30.00'	26°09'06"	13.69'
6	30.00'	26°09'06"	13.69'
7	30.00'	26°09'06"	13.69'
9	30.00'	25°34'49"	13.39'
10	30.00'	25°34'46"	13.39'
15	60.00'	20°12'28"	21.16'
16	60.00'	27°51'29"	29.17'
17	64.00'	21°00'23"	23.46'
19	60.00'	20°12'28"	21.16'

SUBDIVISION 8787
"ROSEWOOD ESTATES"

PORTION OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 25, TOWNSHIP 2 NORTH, RANGE 2 EAST, MOUNT DIABLO BASE AND MERIDIAN

CITY OF OAKLEY

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AUGUST 2025 SCALE: 1"=40'

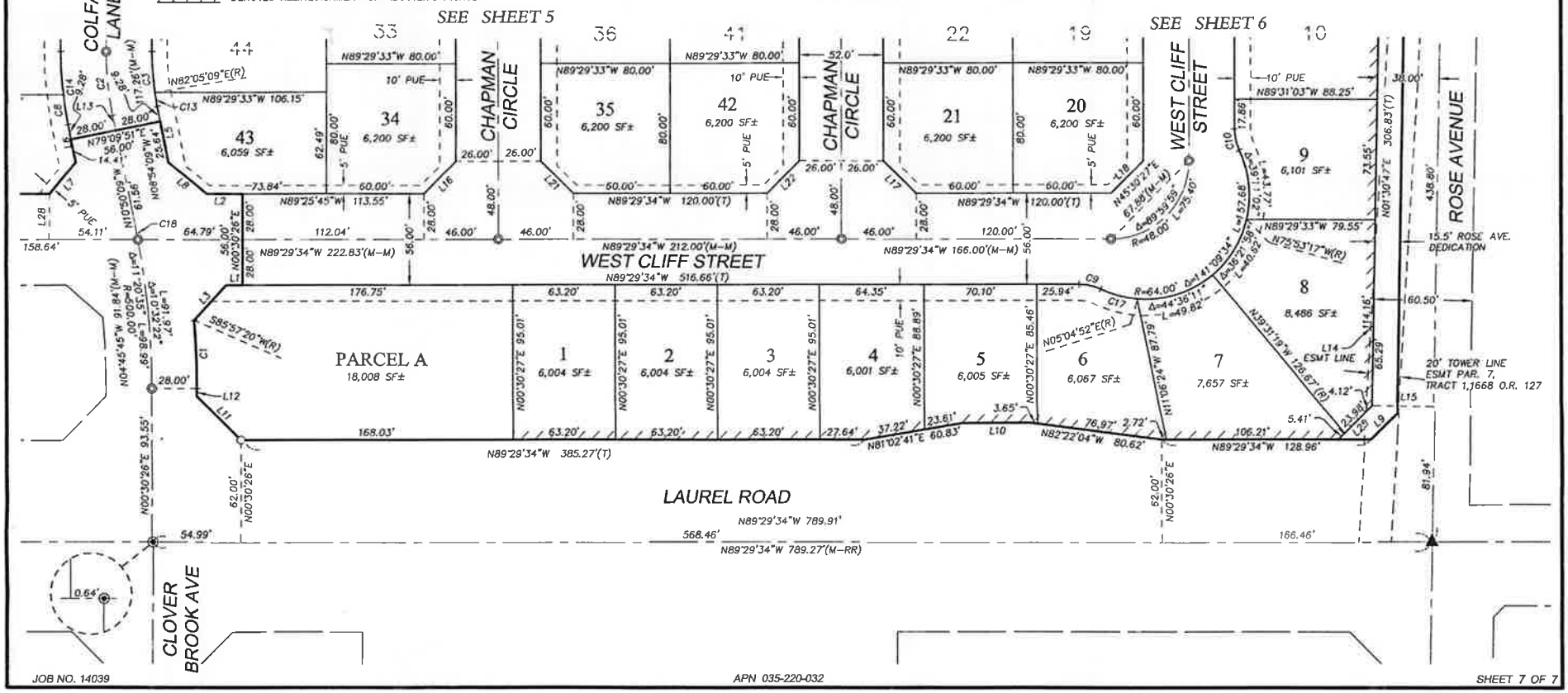
40 0 20 40 80
(IN FEET)

LEGEND

- SUBDIVISION BOUNDARY LINE
- RIGHT-OF-WAY LINE
- EXISTING RIGHT-OF-WAY LINE
- LOT LINE
- CENTERLINE
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- FND STANDARD CITY MON., AS NOTED
- SET STANDARD CITY MON., LS 8514
- SET REBAR AND CAP LS 8514
- FND IRON PIPE OR REBAR AS NOTED
- FND RAILROAD SPIKE AS NOTED
- (M-BNDY) MONUMENT TO BOUNDARY
- (M-M) MONUMENT TO MONUMENT
- ( ) RECORD DATA
- (R) RADIAL
- [T] TOTAL
- CALC CALCULATED
- SNF SEARCH FOR NOTHING FOUND
- DENOTES RELINQUISHMENT OF ABUTTER'S RIGHTS

LINE TABLE		
NO	BEARING	LENGTH
1	N89°29'34"W	10.08'
2	S89°29'34"E	21.80'
3	S43°13'53"W	29.39'
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5	N10°50'09"W	23.69'
7	N39°48'19"E	25.35'
8	S50°09'51"E	30.94'
9	N46°00'35"E	22.94'
10	S89°29'34"E	43.19'
11	S44°28'56"E	38.18'
12	S00°30'26"W	4.51'
13	S10°50'09"E	9.28'
14	N03°56'04"E	91.96'
15	S88°29'13"E	38.00'
16	N45°30'27"E	28.29'
17	S44°29'33"E	28.28'
18	N45°30'27"E	28.28'
21	S44°29'33"E	28.29'
22	N45°30'27"E	28.29'
25	S46°00'36"W	29.39'
28	S00°30'26"W	27.99'

CURVE TABLE			
NO	RADIUS	DELTA	LENGTH
1	528.00'	04°33'06"	41.95'
2	200.00'	11°20'36"	39.60'
3	172.00'	11°20'36"	34.05'
4	30.00'	26°09'05"	13.69'
5	30.00'	26°09'06"	13.69'
6	30.00'	26°09'05"	13.69'
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10	30.00'	25°34'46"	13.39'
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12	172.00'	08°25'18"	25.28'
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14	228.00'	11°20'36"	45.14'
15	60.00'	20°12'28"	21.16'
16	60.00'	27°51'29"	29.17'
17	64.00'	21°00'23"	23.46'
18	500.00'	00°48'13"	7.01'
19	60.00'	20°12'28"	21.16'
20	60.00'	27°51'29"	29.17'



DATE: September 9, 2025

TO: Joshua McMurray, City Manager

FROM: Jeri Tejeda, Administrative Services Director

Approved and Forwarded to the City Council

SUBJECT: Adopt a Resolution Amending the Fiscal Year 2025/26 Budget to Include the Cost of a Replacement Motorcycle

Background and Analysis

Each fiscal year during the budget preparation, staff reviews the need for replacement fleet. Mileage, age, repair costs and overall condition are considered when making recommendations for vehicle replacement. All replacement vehicles are funded by the internal service fund for fleet. The internal service fund receives its revenue from the general fund departments that have fleet.

Vehicle number MC6, a motorcycle in our traffic unit, has been in an accident and is considered a total loss by the insurance company. It is important to note that this accident happened while the motorcycle was at the repair shop for routine maintenance. The repair shop was test driving the motorcycle after the maintenance was performed, when they were hit by another vehicle.

The motorcycle would have been recommended for replacement in the FY 2026/27 budget due to the age and mileage of the vehicle. Staff is recommending that we replace the vehicle in the current fiscal year budget.

The cost of a replacement motorcycle is $38,657, which includes the cost of any upfit for police equipment. We expect to receive $11,434 from the insurance for the total loss. To purchase the new motorcycle this fiscal year we will need a budget amendment to the fleet internal service fund of $27,223 to fund the purchase.

This is a one-time expense and would come from the fleet internal service fund balance.

Consistency with the Oakley Strategic Plan 27+

The approval of this resolution is consistent with the SP 27+ Finance and Fiscal Responsibility Goal and the Sustainable Organization Goal.

Fiscal Impact

The fiscal impact of the recommended action would be $27,223 and would come from fund balance in Fund 701 – Fleet Internal Service Fund.

Staff Recommendation

Staff recommends adopting a resolution to amend the FY 2025/26 budget in the amount of $27,223 to include the replacement of MC6 in Fund 701-Fleet Internal Service.

Attachments

1. Resolution

RESOLUTION NO. XX-25

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OAKLEY AMENDING THE FISCAL YEAR 2025/26 BUDGET TO INCLUDE THE COST OF A REPLACEMENT MOTORCYCLE

WHEREAS, Each fiscal year during the budget preparation, staff reviews the need for replacement fleet; and

WHEREAS, All replacement fleet is funded out of the internal service fund; and

WHEREAS, Vehicle number MC6 was recently in an accident and considered a total loss by the insurance company; and

WHEREAS, Vehicle number MC6 would have been on the recommended replacement list in the FY 2026/27 budget; and

WHEREAS, It is anticipated that the City will receive approximately $11,434 from the total loss; and

WHEREAS, The cost of a replacement motorcycle, including necessary upfitting, is $38,657; and

WHEREAS, a budget amendment to Fund 701 in the amount of $27,223 is necessary to fund a replacement motorcycle;

BE IT RESOLVED by the City Council of the City of Oakley that the amendment to the fiscal year 2025/26 budget in the amount of $27,223 from Fund 701 fund balance is hereby approved.

PASSED AND ADOPTED by the City Council of the City of Oakley this 9th day of September 2025 by the following vote.

AYES:
NOES:
ABSTENTION:
ABSENT:

APPROVED:

_____
Shannon Shaw, Mayor

ATTEST:

_____
Kim Snodgrass, City Clerk

_____
Date

OAKLEY
CALIFORNIA

DATE: September 9, 2025

Approved and Forwarded to the City Council

TO: Joshua McMurray, City Manager

FROM: Logan Cartwright, Administrative Lieutenant

SUBJECT: Adopt a Resolution amending the Master Fee Schedule to add Carry Concealed Weapons Permits

Background and Analysis

Historically, Oakley residents wishing to obtain a Carry Concealed Weapons Permit (CCW) were required to contact the Contra Costa County Sheriff's Office. Residents were required to provide proper cause for needing to obtain a CCW. In 2022, New York was sued in Federal Court and lost, this is known as the Bruen decision, which invalidated the "proper cause" requirement, which mandated applicants demonstrate a special need for self-defense to obtain a concealed carry permit.

Due to this decision, law enforcement agencies across the nation were forced to update their standards for CCW issuance. Due to this decision, the Contra Costa County Sheriff's Office began receiving numerous requests for CCW permits throughout the county. Due to the large demand, the Sheriff's Office was unable to process the numerous requests in a timely manner. With the Sheriff's Office unable to keep up with demand, they began notifying the larger cities in the county that Sheriff's Office would no longer process their residents' requests. This decision would require the Chiefs of Police to begin issuing CCW permits to residents of their respective cities. On April 30, 2025, the Sheriff's Office informed the Oakley Police Department, they would no longer be processing the residents of Oakley CCW permits, and the Chief would need to begin issuing these permits to its residents.

Upon receiving this notification, the Oakley Police Department began researching the cost and fees associated with the CCW process. Multiple police agencies within the county were contacted to determine a base fee schedule for CCW permits. A DOJ fee is required and determined by the state. The processing fee requested from persons wishing to obtain a CCW permit would be approximately $100 per hour with an estimated time of 5 hours to complete the process for a total of $500.

As for the process of adopting fees, State law requires that changes to the City's fees be presented to the City Council at a public hearing; and that there be two publications of the meeting notice, so that advance notice is provided to any party that requests to be notified of any proposed fee adjustments, and that the full package of the proposal

is made available to the public no less than 10 days prior to the Hearing. In addition, approved changes to City fees may take effect no less than 60 days after approval.

Staff has met the publishing and noticing requirements for the proposed changes herein, and Staff is recommending that any changes approved pursuant to this item become effective on November 9, 2025, which is 61 days from the date of this meeting.

Consistency with the Oakley Strategic Plan 27+

The approval of this resolution is consistent with the SP 27+ Finance and Fiscal Responsibility Goal to leverage the City's financial resources for the long-term benefit of our residents and businesses.

Fiscal Impact

The fiscal impact of the recommended action is not expected to be significant. The fee collected will offset the cost to issue the permit. The recommendation includes fee levels for Oakley residents wishing to obtain a Carry Concealed Weapons Permit.

Staff Recommendation

After the public hearing adopt a Resolution amending the Master Fee Schedule to add Carry Concealed Weapons Permits

Attachments

1. Resolution
2. Master Fee Schedule

RESOLUTION NO. XX-25

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OAKLEY ADOPTING THE AMENDMENT TO THE MASTER FEE SCHEDULE TO ADD CARRY CONCEALED WEAPONS PERMITS

WHEREAS, Oakley residents wishing to obtain a Carry Concealed Weapons Permit (CCW) were required to contact the Contra Costa County Sheriff's Office; and

WHEREAS, Due to the large demand, the Sheriff's Office was unable to process the numerous requests in a timely manner; and

WHEREAS, On April 30, 2025, the Sheriff's Office informed the Oakley Police Department, they would no longer be processing the residents of Oakley CCW permits, and the Chief would need to begin issuing these permits to its residents; and

WHEREAS, the City Council of the City of Oakley has the authority to establish fees for City services; and

WHEREAS, the City finds it necessary to recover the costs of providing certain City services and said fees do not exceed the reasonable costs of providing the services for which fees are imposed; and

WHEREAS, the consolidation of all City fees will assist the public, as well as City staff in readily locating fees and continuing governmental transparency; and

WHEREAS, public comment has been received on the compilation of existing fees into a Master Fee Schedule (Exhibit "A") and proposed fee modifications contained within the Master Fee Schedule;

BE IT RESOLVED by the City Council of the City of Oakley that the amendment to the master fee schedule adding Carry Concealed Weapons Permits is hereby approved.

PASSED AND ADOPTED by the City Council of the City of Oakley this 9th day of September 2025 by the following vote.

AYES:
NOES:
ABSTENTION:
ABSENT:

APPROVED:

_____
Shannon Shaw, Mayor

ATTEST:

_____
Kim Snodgrass, City Clerk

_____
Date

Master Fee Schedule

OAKLEY
CALIFORNIA

Effective November 9, 2025

GENERAL ADMINISTRATIVE SERVICES	FIXED FEE	TIME & MATERIAL DEPOSIT	ADDITIONAL FEE OR DEPOSIT COMMENT
Administrative Hearing			Time and Materials Charge
Administrative Penalty Citation	$100.00		For 1st citation in 1 year; $200 and $500 for subsequent citations in 1 year
Business License Annual Fee	$100.00		$100 plus $10 per full time equivalent employee (pro-rated by quarter for new licenses)
Business License Transfer of License or Location	$10.00		
Business License Lost License/Duplicate License	$10.00		
CASP Annual Fee*	$4.00		*This is a third party fee defined in SB 1186
Copy of Meeting on Flash Drive, CD, or DVD			Varies, fee is cost of recording media only
Copy or Printing Fee-Copier or Printer	$0.25 per page		For Public Hearing notices, See Planning Fees
Copy or Printing Fee-Plotter	$0.75 per page		
EV Vehicle Charging Fee	$.30/kwh		
Filing Fee for Notice of Intent to Circulate an Initiative Petition		$200.00	Deposit is refunded to the filer if, within one year of the date of filing the notice of intent, the elections official certifies the sufficiency of the petition.
General Plan Copy			Time and Materials Charge
Passport Photos	$15.00		
Passport Execution Fee	$35.00		This fee is set by the Department of State
Promotional Items			Cost + 10%
Recreation Class Cancellation Fee	$12.00		All refunds and transfers requested five (5) or more days prior to the start of a class/program will incur a processing fee. Requests made less than five (5) days prior to the start of a class/program will not be refunded.
Recreation Contract Class Instructor Administrative Fee	30% /20%		30% when an Oakley facility is used and 20% for all others.
Recreation After School Program	$215 per month		Holidays will be accounted for by reducing the fee by $10 per holiday
Recreation Cleaning Rate	$95 per hour	Time & Material	Will use the per hour rate when a City employee is able to complete the additional cleaning and will charge time and material if a third party is needed
Recreation Summer Camp Program	$125 per week/Resident $200 per week/Non-Resident		Must show proof of Oakley residency. Holidays will be accounted for by reducing the price $25 per day for residents and $40 per day for non-residents.
Recreation Summer Camp Extended Hours	$50 per week/Resident $100 per week/Non-Resident		Must show proof of Oakley residency. Holidays will be accounted for by reducing the price $10 per day for residents and $20 per day for non-residents.
Research & Information Services		Based on Staff Estimate	Time and Materials Charge
Return Check Fee	$35/$25		$25 for 1st, $35 for Subsequent
Subpoena Services	$24 per hour plus $.10 per page		
Subpoena Witness Fees		$275.00	Per Day plus current IRS rate per mile of travel
Zoning/Subdivision Map			Time and Materials Charge

SPECIAL PERMITS & LICENSES	FIXED FEE	TIME & MATERIAL DEPOSIT	ADDITIONAL FEE OR DEPOSIT COMMENT
Adult Business Permits		$1,704.00	Time and Materials Charge
Massage Parlor Permits		$1,196.00	Time and Materials Charge
Masseuse Permits	$364.00		Ability to charge are subject to limits by State Law.
Bingo Licenses			
New	$50.00		
Renewal	$10.00		
Public Dance Licenses	$406.00		
Sound Amplification Permit	$406.00		
Taxicab Owner Permit	$316.00		
Taxicab Driver Permit	$316.00		
Tobacco License	$454.18		Per License (Resolution 03-19)

PLANNING DIVISION SERVICES	FIXED FEE	TIME & MATERIAL DEPOSIT	ADDITIONAL FEE OR DEPOSIT COMMENT
APPEALS:			
Applicant appeal		$1,500.00	Time and Materials Charge
Neighbor/Non-Applicant Appeal	$109.00		
CONDITIONAL USE PERMITS:			
Planning Commission/City Council Review		$3,500.00	Time and Materials Charge
Zoning Administrator Review	$649.00		
DEVELOPMENT AGREEMENTS:			
Preliminary Review ("Merit" Review for Applicant)	$500.00		
Completion of Review		$3,000.00	Time and Materials Charge
Construction and Debris Plan Fees (Solid Waste Diversion)	$41.00		
Residential Density Bonus Review		$1,400.00	Time and Materials Charge
DEVELOPMENT PLANS/DESIGN REVIEWS:			
ZoningAdministrator Review – Minor (Building Additions, Re-Facades, and Re-Paints)	$162.00		
ZoningAdministrator Review – Major (All Others)	$1,215.00		
Planning Commission/City Council Review - Minor (ZA referrals, significant painting/facades)		$2,400.00	Time and Materials Charge
Planning Commission/City Council Review - Major (Tent. Map- Homes, New Commercial/Industrial Construction)		$4,000.00	Time and Materials Charge
GENERAL PLAN AMENDMENTS			
Preliminary Review ("Merit" Review for Applicant)		$2,000.00	Time and Materials Charge
Formal General Plan Amendment		$10,000.00	Time and Materials Charge
PERMIT EXTENSIONS:			
Administrative	$162.00		
Public hearing		$1,000.00	Time and Materials Charge
REZONINGS:			
Rezoning/Zoning Text Amendment		$6,500.00	Time and Materials Charge
SIGN PERMITS:			
Administrative Approval	$81.00		
City Council Approval		$1,500.00	Time and Materials Charge
SPECIFIC PLANS:			
Preliminary Review ("Merit" Review for Applicant)		$2,000.00	Time and Materials Charge
Specific Plan Submittal or Amendment to Existing Specific Plan		$10,000.00	Time and Materials Charge
SUBDIVISIONS:			
Tentative Map for 5 or More Lots (MajorSubdivision)		$12,000.00	Plus $100 per lot/unit over 50
Tentative Parcel Map for Less than 5 Lots(Minor Subdivision)		$5,500.00	Time and Materials Charge
Reversion to Acreage		$1,900.00	Time and Materials Charge
Condo/Conversion tentative map		$7,000.00	Plus $100 per lot/unit
TREES:			
Application to Destroy, Cut Down or Remove Protected Tree	$450.00		Per tree; only charged if not part of a project
Appeal of Decision to Destroy, Cut Down or Remove Protected Tree	$140.00		Per tree
Damage to Protected Tree (Penalty)	Per OMC		
VARIANCES:			
Planning Commission/City Council Review		$2,900.00	Time and Materials Charge
Zoning Administrator Review	$649.00		
OTHER FEES:			
Zoning Verification Letter	$274.31		
Additional HCP Application Review Fee (for applicable projects)		$700.00	Time and Materials Charge
Firearm Sales License and Renewals	$219.00		
Home Occupation Permit	$109.00		
Short Term Rental Permit	$129.00		
Vendor Permit and Renewal	$129.00		
Public Hearing Notices	$0.25/ per page plus current postage		
Temporary Use Permit			$100 application fee + $500 deposit

PUBLIC WORKS SERVICES	FIXED FEE	TIME & MATERIAL DEPOSIT	ADDITIONAL FEE OR DEPOSIT COMMENT
ENCROACHMENT PERMIT REVIEW & INSPECTIONS:			
SMALL ENCROACHMENT PERMIT CATEGORY			All fees include inspection and current USA fee
General Encroachment Permit (Curb, Sidewalk, Driveway)	$370.00		
Tree Removal	$215.00		
Debris Box/Storage Container	$215.00		
Site Access Permit	$215.00		
LARGE ENCROACHMENT PERMIT CATEGORY			
Large Permit <= $10,000	$1,480.00		
Large Permit > $10,000		Based on Estimate + Bond (see plan check and inspection rates below)	Time and Materials Charge
OTHER ENCROACHMENT			
Utility Company or District Project	$445.00		
Work Done Without Permits	$1,000.00		Plus double inspection and permit fees
No Inspection Notification for Permitted Work	$1,000.00		Plus inspection fees
MAP CHECKING:			
Final Map		$6,500.00	Time and Materials Charge Plus $60 per lot
Parcel Map		$3,000.00	Time and Materials Charge Plus $60 per lot
Base Map Revision	$60.00		Per Lot
Certificate of Correction Review		$1,500.00	Time and Materials Charge
Amended Map Revision		$1,500.00	Time and Materials Charge Plus $60 per lot
MISCELLANEOUS ROAD PERMIT APPLICATIONS:			
House Move Review	$613.00		
House Move Inspection	$230.00		
Extra Legal Load	$16.00		$16 set by State; or $100/yr + $100 security deposit
Road Closure Permit, Ext / Mod (Major Construction Projects)	$3,135.00		
PUBLIC IMPROVEMENT PLAN REVIEW:			
Plan Review			
$10,000 - 25,000		$500.00	Plus 8% of improvements
$25,001 - $50,000		$6,000.00	Plus 6% of improvements
$50,001 or more		$7,500.00	Plus 2% of improvements over $50,000
Landscaping Plan Review (Parks Department)		$2,000.00	Plus 2% of improvements
Commercial Site Plan Review		$7,500.00	Plus 2% of improvements
C.3 Compliance Review		$4,200.00	Time and Materials Charge
Bridges or Major Structures		$15,000.00	Plus 6% of improvements
ROAD VACATIONS:			
Map Exists		$2,302.00	Time and Materials Charge
No Map Exists		$2,302.00	Time and Materials Charge
ROAD MISCELLANEOUS:			
Road Name Change-Public Road	$1,790.00		Plus $265 for 1 intersection & $64 each additional intersection
Address Change/Private Road Name Change	$1,790.00		
SUBDIVISION MONUMENT CHECKING:			
1 - 2 Monuments	$575.00		
3 - 5 Monuments	$690.00		
6 - 9 Monuments	$800.00		
10 or more new monuments	$915.00		Plus $66 per monument over 10
Error Resolution / Discussion		$1,850.00	Time and Materials Charge
TEMPORARY ROAD CLOSURES/CONSTRUCTION/SPECIAL EVENTS:			
Not For Profit Applicant	$60.00		
For Profit Applicant	$799.00		

PUBLIC WORKS SERVICES	FIXED FEE	TIME & MATERIAL DEPOSIT	ADDITIONAL FEE OR DEPOSIT COMMENT
RELATED REVIEW:			
Drainage Review (no improvement plans)		$2,400.00	Time and Materials Charge
Condition of Approval Annexation Service Fee			
CFD No. 2015-2 Annexation Fees - Residential	$5,250-$6,500		Based on number of parcels at build out
CFD No. 2015-2 Annexation Fees - Commericial or Multi-Family	$5,250-$6,250		Based on acres
P-6 Annexation Fees - Residential	$2,750.00		Based on number of parcels at build out
P-6 Annexation Fees - Commericial or Multi-Family	$2,750.00		Based on acres
Condition of Approval Compliance Check (no improvement plans)		$2,000.00	Time and Materials Charge
Certificate of Compliance		$2,475.00	Time and Materials Charge
Lot line adjustment		$3,900.00	Time and Materials Charge
PUBLIC IMPROVEMENT INSPECTION:			
$10,000 - $50,000		$2,000.00	Time and Materials Charge Plus 6.5% of improvements
$50,001 - 100,000		$6,000.00	Time and Materials Charge Plus 6.5% of improvements
$100,001 or more		$15,000.00	Time and Materials Charge Plus 4.5% of improvements over $100,000
Commercial Site Plan Inspection		$6,500.00	Time and Materials Charge Plus 8% of improvements
Bridges or Major Structures		$14,000.00	Time and Materials Charge Plus 7% of improvements
Landscaping (Parks Department)		$3,500.00	Time and Materials Charge Plus 8% of improvements
FLOODPLAIN MANAGEMENT PROGRAM:			
Flood Zone Determination - Office Review	$80.00		Per lot, $402 max for adjacent lots
Flood Zone Determination - Field Visit Review	$432.00		Plus $67/lot, $734 max for adjacent lots
Floodplain Management Compliance	$48.00		Per Parcel
Floodplain Permit Application		$2,000.00	Time and Materials Charge
Floodplain Base Map Revision	$56.00		Per Lot
Floodplain Map Amendments		$2,000.00	Time and Materials Charge
GRADING:			
Plan review:			
$100,000 or less		$3,000.00	Time and Materials Charge Plus 3% of improvement value
$100,001 or more		$4,000.00	Time and Materials Charge Plus 1% of amount over $100,000
Inspection:			
$100,000 or less		$5,000.00	Plus 5% of improvement value
$100,001 or more		$6,000.00	Time and Materials Charge Plus 4% of amount over $100,000
Stock Pile Permit		$3,000.00	Time and Materials Charge

POLICE SERVICES	FIXED FEE	TIME & MATERIAL DEPOSIT	ADDITIONAL FEE OR DEPOSIT COMMENT
Abandoned Vehicle			No Charge
ABC Permit Letter	$50.00		
Accident Report - Property Damage Only	$12.00		
Accident Report - Injury (1-20/20+ / Extensive)	$12.00		
Photos to CD or flash drive	$25.00		
Booking Fee	$564.00		* This fee is charged by CCC, Sheriff
Citation Sign-Off	$0.00		No Charge
Clearance Letter:			
Fee for Resident	$15.00		
Fee for Non-Resident	$42.00		
Crime Reports	$12.00		* no charge for victims of a crime
DUI Emergency Response Cost Recovery			Actual cost for staff, equipment, lab work.
False Alarm Response (more than 2 in 30 days)	$100.00		After 2 alarms in 30 days
Gun Storage Services pursuant to Court Order:			
Administrative Processing Fee Per Incident	$12.00		
Storage Fee (per month or any fraction thereof) per Gun	$5.00		
Parking Fines			
CVC 21113(a), 21211(b), 21458(a)(1), 21458(a)(2), 22500.1, 22500(a), 22500(b), 22500(c), 22500(d), 22500(e), 22500(f), 22500(g), 22500(h), 22500(k), 22502(a), 22502(e), 22505(b), 22514, 22515(a), 4464	$45.00		
CVC 22500(i)	$260.00		
CVC 22500(l), 22507.8(a), 22507.8(b), 22507.8(c), 22511.56(b), 22522, 4461	$285.00		
CVC 22509, 22651.5, 24002(a), 4462(b), 5200(a), 5201, 5201(c) 5204, 9853.2, 9853.4(a) CO 46-4.004	$35.00		
CVC 2500(j), 4000(a)(1), 9850	$50.00		
CVC 22523(a), 22523(b)	$108.00		
CVC 38010(a), 38020	$75.00		
CO 46-4.003	$60.00		
CO 46-8.004	$40.00		
Parties and Nuisances – Subsequent Calls for Service			Hourly Charge; $415 minimum
Rotational Tow Application Fees	$350.00		
Special Event Permit –No ABC Liquor License Letter Required	$411.00		
Special Event – Non-Profit Organization (with or without ABC letter)			
Second Hand Dealer License/Pawns	$165.00		Plus Current DOJ Fees
Solicitor/Peddler Permits	$245.00		
Subpoena Duces Tecum (Per EC 1563)	$24 per hour plus $.10 per page		Per EC 1563
Production of Documents Only	$15.00		
Appearance Request (officer/records)	$275.00		
Vehicle Abatement	$492.00		
Vehicle Repossession Fee	$20.00		*per state law can only charge $15 plus a $5 admin fee
Stored Vehicle Release – Recovered Stolen Vehicle			No Charge
Stored Vehicle Release	$100		
Carry Concealed Weapon Permit - Standard 2 Year	$500.00		Plus Applicable DOJ Fees paid with application (currenlty $93). City fee paid half at application and half at issuance
Carry Concealed Weapon Permit - Judicial 3 Year	$500.00		Plus Applicable DOJ Fees paid with application (currenlty $115). City fee paid half at application and half at issuance
Carry Concealed Weapon Permit - Custodial 4 Year	$500.00		Plus Applicable DOJ Fees paid with application (currenlty $137). City fee paid half at application and half at issuance
Carry Concealed Weapon Permit - Reserve 4 Year	$500.00		Plus Applicable DOJ Fees paid with application (currenlty $137). City fee paid half at application and half at issuance
Renewal Carry Concealed Weapon Permit - Standard 2 Year	$238.00		Plus Applicable DOJ Fees paid with application (currenlty $52).
Renewal Carry Concealed Weapon Permit - Judicial 3 Year	$238.00		Plus Applicable DOJ Fees paid with application (currenlty $74).
Renewal Carry Concealed Weapon Permit - Custodial 4 Year	$238.00		Plus Applicable DOJ Fees paid with application (currenlty $96).
Renewal Carry Concealed Weapon Permit - Reserve 4 Year	$238.00		Plus Applicable DOJ Fees paid with application (currenlty $96).
Duplicate/Modify Carry Concealed Weapon Permit	$15.00		Plus any applicable DOJ Fees if necessary

SCHEDULE OF CONSTRUCTION PERMIT FEES

BUILDING FEES

TOTAL VALUATION	FEE
$1.00 to $2,000.00	$69.25
$2,001.00 to $25,000.00	$69.25 for the first $2,000.00 plus $14.00 for each additional $1,000.00 or fraction thereof, to and including $25,000.000
$25,001.00 to $50,000.00	$391.25 for the first $25,000.00 plus $10.10 for each additional $1,000.00 or fraction thereof, to and including $50,000.00
$50,001.00 to $100,000.00	$643.75 for the first $50,000.00 plus $7.00 for each additional $1,000.00 or fraction thereof, to and including $100,000.00
$100,000.00 to $500,000.00	$993.75 for the first $100,000.00 plus $5.60 for each additional $1,000.00 or fraction thereof, to and including $500,000.00
$500,001.00 to $1,000,000.00	$3,233.75 for the first $500,000.00 plus $4.75 for each additional $1,000.00 or fraction thereof, to and including $1,000,000.00
$1,000,001.00 and UP	$5,608.75 for the first $1,000,000.00 plus $3.65 for each additional $1,000.00 or fraction thereof

OTHER INSPECTION FEES	FIXED FEE	TIME & MATERIAL DEPOSIT	ADDITIONAL FEE OR DEPOSIT COMMENT
Inspections Outside of Normal Business Hours	$69.25		Per Hour (Minimum of 2 Hours)
RE-Inspection Fees Assessed Under Provisions of Section 305.8	$69.25		Per Hour
Inspections for Which no Fee is Specifically Indicated	$69.25		Per Hour
Additional Plan Review Required by Changes, Additions & Revisions to Plans	$78.50		Per Hour
For Use Outside Consultants for Plan Checking & Inspections or Both			Time and Materials Charge
Energy Compliance Fees			25% of the Building Fee Applicable to all Structures with Heaters or any Conditioned Space
Access Compliance Fees			25% of the Building Fee Applicable on all Buildings Except Residential Use Buildings with Fewer Than four (4) Dwelling Units
Landscape Improvement Inspection Single Family	$150.00		Per Lot if not certified by a qualifed inspector

BUILDING VALUATION DATA SUPPLEMENT			ADDITIONAL FEE OR DEPOSIT COMMENT
The work listed in this supplement shall be valued based on the gross square footage of the work, or where noted, as a lump sum. Where actual costs are higher, those costs shall be used for the valuation.			
Residential Addition			$ 94.80 Sq. Ft.
Residential Remodel (to existing floor area)			By Value
Residential Use Conversion from Garage			By Value
Sun room with 60% glazing, cabanas, other similar structures if conditioned space and Integrated with main Structure			$18.65 Sq. Ft.
Patio Cover			$16.79 Per Sq Ft.
Deck			$13.56 Sq.Ft.
Deck - With Cover			By Value
Retaining Wall			By Value
Freestanding Fence			By Value
Portable Doughboy Pools or Portable Spa (Electrical & Plumbing if Applicable)			By Value
Remodel or Tenant Improvement Work in Commercial Buildings			By Value
Re-Roofing-Single Family or Duplex	$264.25		Includes Applicable City Fees
Commercial Building Re-Roof			By Value
Pre Fabricated Home on Permanent Foundation (Use minimum Electrical, Mechanical, and Plumbing Inspection Fees)			By Value
Moved Building			By Value
Solar	$303.95		Includes Applicable City Fees
Water Heater	$55.97		Includes Applicable City Fees
HVAC			By Value- Building fee reduced by 50% -energy effiecient permit
Windows			By Value- Building fee reduced by 50% -energy effiecient permit

ELECTRICAL INSPECTION FEES			ADDITIONAL FEE OR DEPOSIT COMMENT
New Dwelling			15% of the Building Permit Fee
Addition or Alteration to Dwelling Unit			20% of the Building Permit Fee, $69.25 minimum
New Commercial Building			25% of the Building Permit Fee, $69.25 minimum
Shell Building			25% of the Building Permit Fee, $69.25 minimum
Commercial Alterations & Tenant Improvements			20% of the Building Permit Fee, $69.25 minimum
Electrical Permit			$69.25 minimum. See * note.
*An electrical permit is required for all electrical work regulated by the Electrical Code. Fees for work not included in items 1-5 above shall be calculated using Building Fees and based on the contract amount of the electrical work. Where such electrical work is performed in conjunction with a building permit, the fee may be added to that permit, and a separate electrical permit is required.			
MECHANICAL INSPECTION FEES			**ADDITIONAL FEE OR DEPOSIT COMMENT**
New Dwelling			10% of the Building Permit Fee
Addition or Alteration to Dwelling Unit			15% of the Building Permit Fee, $69.25 minimum
New Commercial Building			15% of the Building Permit Fee, $69.25 minimum
Shell Building			15% of the Building Permit Fee, $69.25 minimum
Commercial Alterations & Tenant Improvements			10% of the Building Permit Fee, $69.25 minimum
Mechanical Permit			$69 25 minimum. See * note below
*A mechanical permit is required for all mechanical work regulated by the Mechanical Code. Fees for work not included in Items 1-5 above shall be calculated using Building Fees and based on the contract amount of the mechanical work. Where such mechanical work is performed in conjunction a building permit, the fee may be added to that permit, and a separate mechanical permit is not required.			
PLUMBING INSPECTION FEES			**ADDITIONAL FEE OR DEPOSIT COMMENT**
New Dwelling			15% of the Building Permit Fee
Addition or Alteration to Dwelling Unit			20% of the Building Permit Fee, $69.25 minimum
New Commercial Building			20% of the Building Permit Fee, $69.25 minimum
Shell Building			20% of the Building Permit Fee, $69.25 minimum
Commercial Alterations & Tenant Improvements			15% of the Building Permit Fee, $69.25 minimum
Plumbing Permit			$69 25 minimum. See * note below
* A plumbing permit is required for all plumbing work regulated by the Plumbing Code. Fees for work not included in Items 1-5 above shall be calculated using Building Fees and based on the contract amount of the plumbing work. Where such plumbing work is performed in conjunction a building permit, the fee may be added to that permit, and a separate plumbing permit is not required.			
MISCELLANEOUS FEES	**FIXED FEE**		**ADDITIONAL FEE OR DEPOSIT COMMENT**
Re inspections (When return trips to the site by an inspector are necessary)	$69.25		Per Hour
Owner-requested inspection of an existing building	$69.25/$207.75		Per Hour with a 1 Hour Minimum. If Overtime is required the rate shall be $207.75 per hour with a 1 Hour Minimum
Inspection for Change of Occupancy	$80.00		Per Hour with a 1 Hour Minimum
Investigation of work without permit. When a Stop Work Notice is issued for work being performed without permits or performed beyond the scope of existing permits, a special investigation and inspection shall be made before permits may be issued for such work.			An investigation fee shall be charged equal to two times the amount of all permits fees required by this ordinance, with a minimum of $125.00. The fee is additive to the permit fees. This provision shall not apply to emergency work when it can be proven to the satisfaction of Building Official that such work was urgently necessary, that it was not practical to obtain a permit before the work was commenced, and that a permit was applied for as soon as practical.

PERMIT PROCESSING AND ISSUANCE PROGRAM	FIXED FEE		ADDITIONAL FEE OR DEPOSIT COMMENT
Plan Review-Applicable when plans are required beyond a plot or site plan.			65% of Building Permit Fee
Applicable when review for compliance can be determined through a plot or site plan, or references to a master plan previously reviewed and approved by the department.			25% of Building Permit Fee. (Subsequent houses also). $78.50 per hour minimum.
Additional Processing Applicable when additional plan review is required due to: 1) incomplete or unacceptable follow-through by applicant on deficiencies found in the initial plan review; 2) significant revisions submitted after plan review is well underway; or 3) revisions submitted during construction to reflect field changes.	$78.50		Per Hour
Plan Scanning:			
Scanning of File	$10.00		per file
Large Format Scanning	$25.00		per file
CONSTRUCTION INSPECTION PROGRAM			**ADDITIONAL FEE OR DEPOSIT COMMENT**
Building Permit			The Building Permit fee shall be as set forth in the Fee Schedule (Table No. 1-A)
Energy Compliance			25% of Building Permit or processing fees. Applicable on all structures with heated or air conditioned space.
Accessibility			25% of Building Permit or processing fees. Applicable on all building permits except residential use buildings with fewer than 4 dwelling units.
State of California Earthquake Assessment Fee			Residential: .13 per each $1,000 building Valuation Commercial: .28 per each $1,000 building Valuation
Habitat Conservation Plan-Permanent Impacts (HCP/NCCP)			HCP/NCCP Fee Calculator https://www.cocohcp.org/DocumentCenter/View/1493/Permanent-Impacts_Fee-Calculator_2023_PSE
Habitat Conservation Plan-Temporary Impacts (HCP/NCCP)			HCP/NCCP Fee Calculator https://www.cocohcp.org/DocumentCenter/View/1495/Temporary-Impacts_Fee-Calculator_2023_PSE
ADMINISTRATION AND OVERHEAD COSTS - ACTUAL COSTS			

City of Oakley administrative and overhead costs are equal to 27% of all Construction Permit Fees. The City's administrative and overhead costs shall be included in the total amount charged for all Building Inspection Department services in a manner prescribed by the Building Inspection Department.

Actual costs include the City's administrative and overhead costs.

Section 2: VALUATION

The determination of value or valuation under any provisions of the City Building Code shall be made by the Building Official. The total valuation to be used with the Fee Schedule shall be determined using the Building Valuation Data contained in the Building Standards magazine, published by the International Conference of Building Officials, Whittier, California. The data in the March-April issue of each year shall be used for the ensuing fiscal year. Work not listed in the Building Valuation Data shall be valued per the Building Valuation Data Supplement.

The valuation to be used in computing Construction Permit Fees shall be the total valuation of all construction work for which the permit is issued, as well as all finish work, painting, roofing, mechanical, electrical, plumbing, beating, air conditioning, elevators, fire extinguishing systems, and any other permanently installed equipment.

For industrial facilities, the value of process equipment and heavy machinery supported by the structure or by its own foundation shall be included. Contractor overhead and profit shall be included.

The valuation of grading, retaining walls, paving and other site work, and any demolition work, shall be included unless such work was included in other permits issued by the Building Inspection Department.

The valuation data is used to establish consistent criteria for calculating permit fees, and the calculated total valuation does not necessarily reflect actual costs. The County Assessor does not rely on these costs, but performs independent assessments of the permitted work.

CODE ENFORCEMENT	FIXED FEE		ADDITIONAL FEE OR DEPOSIT COMMENT
Annual Rental Registration & Inspection fee	$108.00		Fee for property not inhabited by tenants or vacant and not listed for rent on January 1st of each calendar year will be prorated on a monthly basis
Re-Inspection Fee	$112.00		
Non Compliance for Failure to Register & Pay Fee/Code Enforcement Violations:			
First Citation	$100.00		
Second Citation	$200.00		
Third Citation	$500.00		
Administrative Penalty Citation for Building and Safety Codes			
First Citation	$130.00		
Second Violation of the Same Ordinance Within One Year	$700.00		
Each Additional Violation of the Same Year Within One Year of First	$1,300.00		
Rental Property Owners failing to register and pay the annual fee by January 31st of the calendar year or within 30 days of renting the property will be issued an Administrative Citation. Administrative Citations are in addition to the Rental Registration and Inspection Fee and any other citations issued for Building and/or Code Enforcement violations.			

PARKS & RECREATION

User Groups:

Group 1: Oakley Resident, Oakley Based Businesses and Oakley Based Non Profits
Group 2: Non-Resident and Non-Oakley Based Non Profits
Group 3: Community Partner
Group 4: Private Business, Group or Organizations

PICNIC AREA AND SPORTS FIELDS

FACILITIES	GROUP 1	GROUP 2	GROUP 3	GROUP 4
Sports Area	$11 per hour	$26 per hour	As Outlined in Individual Agreement	$60 per hour
Creekside and Nunn Wilson Park Group Picnic Areas (up to 100 people)	$100 per day	$125 per day	As Outlined in Individual Agreement	$200 per day
Crockett and Summer Lake Park Group Picnic Areas (under 50 people)	$75 per day	$100 per day	As Outlined in Individual Agreement	$150 per day
A $150 damage deposit is due at the time of application to reserve any park or sports area.				

CIVIC CENTER PARK STAGE & AMPITHEATER

Temporary Use Permit				$100 application fee + $500 deposit
Special Event/Road Closure Permit (if required)				$50 application fee*
Park Rental Fee				$250 per day

*Additional fees may apply based on the nature of your event

RECREATION CENTER FEES

FACILITIES	GROUP 1	GROUP 2	GROUP 3	GROUP 4
Oakley Recreation Building Studio 1 Only available for parties with 50 or less people-	$55 per hour	$75 per hour	As Outlined in Individual Agreement	$100 per hour
Recreation Center Great Room Add on Kitchen to full room rental or side A for $100	M-Th $158 per hour F-Su $236 per hour	M-TH $184 per hour F-Su $263 per hour	As Outlined in Individual Agreement	M-TH $236 per hour F-Su $315 per hour
Recreation Center Side A or Side B Add on Kitchen to full room rental or side A for $100	M-Th $79 per hour F-Su $121 per hour	M-TH $105 per hour F-Su $142 per hour	As Outlined in Individual Agreement	M-TH $131 per hour F-Su $158 per hour
Kitchen Available Monday - Friday	$47 per hour	$53 per hour	As Outlined in Individual Agreement	$53 per hour

Recreation Center Deposit $250, insurance required on all rentals. *Large events and events serving alcohol will require $500 deposit and security as approved by the Chief of Police

MT. DIABLO RESOURCE RECOVERY /SANITATION AND REFUSE FEES

RESIDENTIAL CUSTOMERS 07/01/2025-06/30/2026	MONTHLY FEE		
32 Gallon Trash Service	$49.64		
64 Gallon Trash Service	$69.42		
96 Gallon Trash Service	$78.76		
32 Gallon Senior-Low Income Trash Service	$42.14		
Additional Recycling Container	$15.59		
Additional Green Waste Container	$15.59		
RESIDENTIAL CUSTOMERS 07/01/2025 - 06/30/2026	**MONTHLY FEE**		
32 Gallon Trash Service	$52.67		
64 Gallon Trash Service	$73.66		
96 Gallon Trash Service	$83.58		
32 Gallon Senior-Low Income Trash Service	$44.71		
Additional Recycling Container	$16.54		
Additional Green Waste Container	$16.54		

MISCELLANEOUS FEES AND CHARGES

RESIDENTIAL CUSTOMERS	FEE	COMMERCIAL CUSTOMERS	FEE
Account reinstatement Fee	$20.00	Account reinstatement Fee	$75.00
Go-Back Service Fee	$35.00	Go-Back Service Fee	$75.00
Same Day Service Fee	$55.00	Same Day Service Fee	
		Cart Service (per cart)	$40.00
		Bin Service (per bin)	$115.00
Admin Fee (Payment w/live Rep)	$2.00	Admin Fee (Payment w/live Rep)	$2.00
Overloaded/Contaminated Container		Overloaded/Contaminated Container	
1) First offense - Phone call	-	1) First offense - Phone call	-
2) Second offense - Phone call and warning letter	-	2) Second offense - Phone call and warning letter	-
3) Third offense - Letter and fee	$50.00	3) Third offense - Letter and fee	-
		a) Cart Fee	$75.00
		b) Bin Fee	$150.00

DATE: September 9, 2025

TO: Joshua McMurray, City Manager

FROM: Kim Snodgrass, City Clerk

Approved and Forwarded to the City Council

SUBJECT: Appeal of City Manager's Decision Regarding Property Located on Oakley Road Known as APN 052-051-015

Background and Analysis

On July 1, 2024, Code Enforcement Staff observed a violation of tall, dried weeds on Oakley Road parcel number 052-051-015. A Notice of Violation was issued to the property owner on July 2, 2024 (Attachment 1). A follow-up inspection on July 16, 2024, found no change to the parcel's condition, so a second Notice of Violation was sent to the owner and an alternative address associated with the property owner's son (appellant) (Attachment 2). A voicemail was also left for the appellant. On July 30, 2024, the second notice sent to the owner was returned as undeliverable.

On August 1, 2024, the appellant contacted staff and confirmed that the parcel, which belonged to his late mother, was in probate. He confirmed the mailing address on file was his correct address and stated that his family had also received a notice from the Contra Costa Fire Protection District to abate the nine-acre parcel. He informed staff that a neighbor would be completing the abatement and mentioned that the neighbor had experienced some health issues. He also expressed the belief that the City or water district was responsible for maintaining the perimeter of the parcel as an easement. Staff granted an extension for abatement until August 21, 2024, and provided a list of weed abatement contractors.

On August 6, 2024, the neighbor who was scheduled to perform the abatement visited the office; staff was unavailable, so he requested a call back. Staff returned the call and was informed that while the neighbor believed he could complete the work by the August 21 deadline, he also believed the water district was responsible for abating an easement on the property. Staff advised him to contact the water district for clarification.

On August 23, 2024, a reinspection showed the parcel had not been abated. Staff granted a brief extension until August 30, 2024, noting that a citation would be issued if the parcel remained out of compliance

Despite several extensions and ongoing communication with the appellant and the neighbor, the issue persisted. By October 15, 2024, the appellant confirmed that another neighbor had completed the abatement. The following day, a reinspection confirmed the

weeds had been cut, but piles of dried vegetation remained. Staff notified the appellant via email that the debris also needed to be removed.

A reinspection on October 22, 2024 showed no change and a notice of violation was issued (Attachment 3). A reinspection on November 20, 2024 showed no change. With the violation uncorrected, Administrative Citation No. AC-24-000606 was issued on November 20, 2024 (Attachment 4). Two more citations followed on December 11, 2024 (Attachment 5), and January 16, 2025 (Attachment 6), as the cut vegetation was never removed.

On February 19, 2025, payment in the amount of $500 for Citation No. AC-25-000018 was received. In a final attempt to resolve the issue, a voicemail was left for the appellant on March 24, 2025, advising that a violation would be recorded against the property's title if the debris was not cleared.

On April 8, 2025, the Chief Building Official recommended issuing a Notice of Intent to Record a Violation (Attachment 7). This notice was posted on the property on April 28, 2025, and a reinspection on the same day confirmed the parcel remained non-compliant with tall, dried weeds.

On May 18, 2025, the appellant submitted a request to appeal the Notice of Intent to Record a Violation (NOITRV) to the City Manager (Attachment 8). The initial hearing was scheduled for June 3, 2025, and a notice of hearing was mailed to appellant (Attachment 9).

The day after the appeal was filed, a reinspection showed the parcel was only partially abated. The appellant failed to appear at the scheduled hearing on June 3, and the appeal was rescheduled for June 10, 2025.

During the rescheduled hearing, the City Manager gave the appellant an extension until June 24, 2025, to clear the remaining weeds and debris, particularly along the perimeter of the parcel. However, a reinspection on June 23, 2025, revealed that while some debris was removed, the abatement was incomplete.

Due to the continued lack of compliance, the City Manager upheld the decision to record a violation against the property on July 1, 2025. A copy of the City Manager’s decision was sent to the appellant advising him that the last date to appeal the City Manager’s decision was July 21, 2025 (Attachment 10).

On July 21, 2025, a written request was received by the appellant requesting a hearing before the City Council to appeal the City Manager's decision (Attachment 11). A Notice of Hearing was then emailed and mailed to the appellant on August 5, 2025, informing him, of a hearing scheduled for September 9, 2025 (Attachment 12).

On July 28, 2025, a re-inspection by Code Enforcement staff confirmed that the area along Neroly Road had been abated. However, the perimeter along Oakley Road remained unabated.

On July 29, 2025, Code Enforcement staff contacted the Contra Costa Water District (CCWD) to confirm their responsibility for abatement in this area. CCWD staff confirmed they do not maintain or abate weeds in this location and that easement documents do not indicate they are responsible for abatement on the parcel.

Consistency with the Oakley Strategic Plan 27+

This matter is consistent with the Oakley Strategic Plan 27+ Community Health and Safety Goal to have safe and healthy neighborhoods.

Fiscal Impact

Staff time has been spent on a range of activities, including initial and follow-up inspections, as well as extensive communication with the appellant to address the ongoing violations.

Staff Recommendation

Staff recommends that the City Council review the full written record and any arguments presented. The Council should then either affirm or deny the City Manager's decision to record a violation against the property.

Attachments

1. Notice of Violation – Jul 2, 2024
2. Notice of Violation – Jul 16, 2024
3. Notice of Violation – Oct 22, 2024
4. Administrative Citation AC-24-000606 and Notice of Violation – Nov 20, 2024
5. Administrative Citation AC-24-000639 and Notice of Violation – Dec 11, 2024
6. Administrative Citation AC-25-000018 and Notice of Violation – Jan 16, 2025
7. Notice of Intent to Record a Violation
8. Request to appeal the Notice of Intent to record a violation to City Manager
9. Notice of Hearing
10. City Manager's Decision
11. Request to Appeal City Manager's decision to City Council

12. Notice of Hearing before City Council

OAKLEY
CALIFORNIA

NOTICE OF VIOLATION

CLARK MABEL E
[redacted]

Property Address: OAKLEY RD
Parcel Number: 052-051-015
Case Number: CE-24-0955

To CLARK MABEL E,

Date: July 2, 2024

An inspection was conducted on July 1, 2024 and the property listed above has been found to be in violation of the City of Oakley's Municipal Code. The violation(s) below require immediate action by the property owner/resident.

VIOLATION AND ACTION REQUIRED

OMC § 4.26.004 - Weeds/Refuse states:

No owner having charge or control of any property within the jurisdictional area of the City of Oakley shall permit weeds and/or refuse to remain or accumulate upon said property or upon public sidewalks or streets between said property and the center line of any public street. *All such weeds, refuse, and similar materials are hereby declared a public nuisance. Every property owner shall destroy or remove such weeds, and remove or cause to be removed such refuse from his/her property and from the abutting half of any street or alley between the lot lines as extended*

Please cut all weeds and/or tumbleweeds or remove them to ground level. This includes doing any hand work that may be required to get all the weeds around the entire perimeter of the property. Please remove all refuse from public view.

• Compliance Date: July 12, 2024

FAILURE TO CORRECT

Failure to correct the violation(s) by the compliance date(s) above may result in re-inspection fees for actual costs incurred. These costs are separate from citations and may be placed as a special assessment on the property tax rolls if not reimbursed. The City may also issue Administrative Citations, which range from a $100 to $500 fine per violation for every day the violation(s) remain and/or take other actions to compel compliance. The property owner is responsible for all costs associated with the abatement of this nuisance including inspection fees, hearing costs, and any costs incurred by the City if forced to abate this nuisance.

Thank you in advance for your prompt attention to resolving this matter.

Contact

You may contact Code Enforcement via email at: code-enforcement@ci.oakley.ca.us or by calling (925) 625-7031. To better assist you, please reference the Case No. and/or Property Address and provide a brief explanation of your question (ie. Request for Extension, Clarification of Violation).

CITY OF OAKLEY CODE ENFORCEMENT - 3231 MAIN STREET, OAKLEY, CA 94561

Photo Attachments



IMG_E1760.JPG

OAKLEY
CALIFORNIA

NOTICE OF VIOLATION

CLARK MABEL E
[redacted]

Property Address: OAKLEY RD
Parcel Number: 052-051-015
Case Number: CE-24-0955

To CLARK MABEL E,

Date: July 16, 2024

An inspection was conducted on July 16, 2024 and the property listed above has been found to be in violation of the City of Oakley's Municipal Code. The violation(s) below require immediate action by the property owner/resident.

VIOLATION AND ACTION REQUIRED

OMC § 4.26.004 - Weeds/Refuse states:

No owner having charge or control of any property within the jurisdictional area of the City of Oakley shall permit weeds and/or refuse to remain or accumulate upon said property or upon public sidewalks or streets between said property and the center line of any public street. *All such weeds, refuse, and similar materials are hereby declared a public nuisance. Every property owner shall destroy or remove such weeds, and remove or cause to be removed such refuse from his/her property and from the abutting half of any street or alley between the lot lines as extended*

FINAL NOTICE

Please cut all weeds and/or tumbleweeds or remove them to ground level. This includes doing any hand work that may be required to get all the weeds around the entire perimeter of the property. Please remove all refuse from public view.

PLEASE CORRECT THE VIOLATION OR ADMINISTRATIVE CITATIONS WILL FOLLOW STARTING AT $100.00 AND UP TO $500.00 PER VIOLATION. Please do not hesitate to contact us if you have any questions. Thank you.

• Compliance Date: July 26, 2024

FAILURE TO CORRECT

Failure to correct the violation(s) by the compliance date(s) above may result in re-inspection fees for actual costs incurred. These costs are separate from citations and may be placed as a special assessment on the property tax rolls if not reimbursed. The City may also issue Administrative Citations, which range from a $100 to $500 fine per violation for every day the violation(s) remain and/or take other actions to compel compliance. The property

owner is responsible for all costs associated with the abatement of this nuisance including inspection fees, hearing costs, and any costs incurred by the City if forced to abate this nuisance.

Thank you in advance for your prompt attention to resolving this matter.

Contact

You may contact Code Enforcement via email at: code-enforcement@ci.oakley.ca.us or by calling (925) 625-7031. To better assist you, please reference the Case No. and/or Property Address and provide a brief explanation of your question (ie. Request for Extension, Clarification of Violation).

CITY OF OAKLEY CODE ENFORCEMENT - 3231 MAIN STREET, OAKLEY, CA 94561

Photo Attachments



IMG_E1911.JPG

OAKLEY
CALIFORNIA

NOTICE OF VIOLATION

KENNETH R CLARK
[redacted]

Property Address: OAKLEY RD
Parcel Number: 052-051-015
Case Number: CE-24-0955

To KENNETH R CLARK,

Date: July 16, 2024

An inspection was conducted on July 16, 2024 and the property listed above has been found to be in violation of the City of Oakley's Municipal Code. The violation(s) below require immediate action by the property owner/resident.

VIOLATION AND ACTION REQUIRED

OMC § 4.26.004 - Weeds/Refuse states:

No owner having charge or control of any property within the jurisdictional area of the City of Oakley shall permit weeds and/or refuse to remain or accumulate upon said property or upon public sidewalks or streets between said property and the center line of any public street. *All such weeds, refuse, and similar materials are hereby declared a public nuisance. Every property owner shall destroy or remove such weeds, and remove or cause to be removed such refuse from his/her property and from the abutting half of any street or alley between the lot lines as extended*

FINAL NOTICE

Please cut all weeds and/or tumbleweeds or remove them to ground level. This includes doing any hand work that may be required to get all the weeds around the entire perimeter of the property. Please remove all refuse from public view.

PLEASE CORRECT THE VIOLATION OR ADMINISTRATIVE CITATIONS WILL FOLLOW STARTING AT $100.00 AND UP TO $500.00 PER VIOLATION. Please do not hesitate to contact us if you have any questions. Thank you.

• Compliance Date: July 26, 2024

FAILURE TO CORRECT

Failure to correct the violation(s) by the compliance date(s) above may result in re-inspection fees for actual costs incurred. These costs are separate from citations and may be placed as a special assessment on the property tax rolls if not reimbursed. The City may also issue Administrative Citations, which range from a $100 to $500 fine per violation for every day the violation(s) remain and/or take other actions to compel compliance. The property

owner is responsible for all costs associated with the abatement of this nuisance including inspection fees, hearing costs, and any costs incurred by the City if forced to abate this nuisance.

Thank you in advance for your prompt attention to resolving this matter.

Contact

You may contact Code Enforcement via email at: code-enforcement@ci.oakley.ca.us or by calling (925) 625-7031. To better assist you, please reference the Case No. and/or Property Address and provide a brief explanation of your question (ie. Request for Extension, Clarification of Violation).

CITY OF OAKLEY CODE ENFORCEMENT - 3231 MAIN STREET, OAKLEY, CA 94561

Photo Attachments



IMG_E1911.JPG

OAKLEY
CALIFORNIA

NOTICE OF VIOLATION

CLARK MABEL E
[redacted]

Property Address: OAKLEY RD
Parcel Number: 052-051-015
Case Number: CE-24-0955

To CLARK MABEL E,

Date: October 22, 2024

An inspection was conducted on October 22, 2024 and the property listed above has been found to be in violation of the City of Oakley's Municipal Code. The violation(s) below require immediate action by the property owner/resident.

VIOLATION AND ACTION REQUIRED

OMC § 4.26.004 - Weeds/Refuse states:

No owner having charge or control of any property within the jurisdictional area of the City of Oakley shall permit weeds and/or refuse to remain or accumulate upon said property or upon public sidewalks or streets between said property and the center line of any public street. *All such weeds, refuse, and similar materials are hereby declared a public nuisance. Every property owner shall destroy or remove such weeds, and remove or cause to be removed such refuse from his/her property and from the abutting half of any street or alley between the lot lines as extended*

FINAL NOTICE

Please cut all weeds and/or tumbleweeds or remove them to ground level. This includes doing any hand work that may be required to get all the weeds around the entire perimeter of the property. Please remove all refuse from public view.

THANK YOU FOR YOUR PROGRESS. PLEASE CONTINUE TO CLEAR ALL CUT VEGETATION ACCUMULATED ON PARCEL.

PLEASE CORRECT THE VIOLATION OR ADMINISTRATIVE CITATIONS WILL FOLLOW STARTING AT $100.00 AND UP TO $500.00 PER VIOLATION. Please do not hesitate to contact us if you have any questions. Thank you.

• **Compliance Date: November 1, 2024**

FAILURE TO CORRECT

Failure to correct the violation(s) by the compliance date(s) above may result in re-inspection fees for actual costs incurred. These costs are separate from citations and may be

placed as a special assessment on the property tax rolls if not reimbursed. The City may also issue Administrative Citations, which range from a $100 to $500 fine per violation for every day the violation(s) remain and/or take other actions to compel compliance. The property owner is responsible for all costs associated with the abatement of this nuisance including inspection fees, hearing costs, and any costs incurred by the City if forced to abate this nuisance.

Thank you in advance for your prompt attention to resolving this matter.

Contact

You may contact Code Enforcement via email at: code-enforcement@ci.oakley.ca.us or by calling (925) 625-7031. To better assist you, please reference the Case No. and/or Property Address and provide a brief explanation of your question (ie. Request for Extension, Clarification of Violation).

CITY OF OAKLEY CODE ENFORCEMENT - 3231 MAIN STREET, OAKLEY, CA 94561

Photo Attachments



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OAKLEY
CALIFORNIA

ADMINISTRATIVE CITATION

Mailing Date: November 20, 2024
CLARK MABEL E
[redacted]

Citation No:	AC-24-000606
Responsible Party:	CLARK MABEL E
Property Address:	OAKLEY RD
Parcel Number:	052-051-015
Case Number:	CE-24-0955

To CLARK MABEL E,

Date: November 20, 2024

A Notice of Violation for the above property was issued on October 22, 2024 granting a time frame to correct the violation. That time frame has now expired and the property is still not in compliance so an Administrative Citation is being issued. **Payment of this Citation does not relieve the burden of correcting the remaining violation(s). This account will be referred to a Third Party Collection Agency upon becoming past due.**

ADMINISTRATIVE CITATION

OMC § 4.26.004 - Weeds/Refuse states:

No owner having charge or control of any property within the jurisdictional area of the City of Oakley shall permit weeds and/or refuse to remain or accumulate upon said property or upon public sidewalks or streets between said property and the center line of any public street. *All such weeds, refuse, and similar materials are hereby declared a public nuisance. Every property owner shall destroy or remove such weeds, and remove or cause to be removed such refuse from his/her property and from the abutting half of any street or alley between the lot lines as extended*

The following corrective action was <u>not</u> completed upon re-inspection:

Please cut all weeds and/or tumbleweeds or remove them to ground level. This includes doing any hand work that may be required to get all the weeds around the entire perimeter of the property. Please remove all refuse from public view.

THANK YOU FOR YOUR PROGRESS. PLEASE CONTINUE TO CLEAR ALL CUT VEGETATION ACCUMULATED ON PARCEL.

ADMINISTRATIVE CITATION HAS BEEN ISSUED FOR $100.00 AND ANOTHER CITATION OF $200.00 WILL BE ISSUED AFTER THE DUE DATE IF VIOLATION IS NOT CORRECTED. THANK YOU FOR YOUR COOPERATION.

CITATION FINE IS NOW DUE AND PAYABLE		
☑ 1st Citation	☐ 2nd Citation	☐ 3rd Citation

$100.00	$200.00	$500.00

Pursuant to Section 1.5.203(d) and 1.5.204 (c) of the Oakley Municipal Code (OMC), each day the violation continues is a separate and distinct offense and subject to additional citations. Fines per each count of the OMC Section violated are as follows: Fines are $100 for the first citation per violation, $200 for the second citation per violation and $500 for any subsequent citation violation. Notwithstanding the above, violations of local building and safety codes are punishable by fines of $500 for a second Citation and $1,000 for subsequent Citations.

Rights of Appeal

You have the right to contest this Administrative Citation at a public hearing before an **Administrative Hearing Officer**. To request a hearing, you must pay an advance deposit in the full amount of the fine and submit that amount with the written appeal either by mail to the City Clerk, 3231 Main St, Oakley, CA 94561, or in person to the City Clerk's office at City Hall, **within ten (10) working days from the date of the Administrative Citation**.

A properly filed appeal will result in written notification of the date and time set for your hearing. Failure to appear at your hearing will constitute a failure to exhaust your administrative remedies. Any person who requests an appeal of an administrative citation and is unable to make the advance deposit of the fine required, may file a **Waiver of Fine Deposit Application**. Applications may be obtained from the City Clerk's Office at the above address and must be submitted with the appeal request.

RIGHT TO JUDICIAL REVIEW: Any person aggrieved by a decision of the Administrative Hearing Officer on an Administrative Citation may obtain review of the decision by filing a petition for review with the Superior Court in Contra Costa County in accordance with the timelines and provisions set forth in the California Government Code Section 530693.4

How to Pay

Payment should be made to: City of Oakley 3231 Main St Oakley, CA 94561.

- The total fine amount is **$100.00** and must be paid by mail or in person to the City of Oakley by **December 20, 2024**, which is thirty (30) days from the date of this Citation.
- Payment may be made by personal check, cashier's check or money order, VISA or Master Card.
- Please include the citation number **AC-24-000606** on your check or money order.

If the citation is not paid within thirty (30) days or appealed within 10 days from **November 20, 2024**, you may be subject to the imposition of a twenty-five percent (25%) late payment penalty if the Administrative Fine(s) is not paid by the due date, and interest at the rate of 1.5% per month, compounded monthly, will be added to the fine amount.

Failure to Pay

The City will collect any unpaid Administrative Citation fines or late payment charges by use of all available legal means, including but not limited to those means available for the collection of judgments, special assessment liens on real property and all actions for recovery of money. The city has the authority to collect all costs and attorney fees associated with the filing of such actions.

CONTACT

You may contact Code Enforcement via email at: code-enforcement@ci.oakley.ca.us or by calling (925) 625-7031. To better assist you, please reference the Case No. and/or Property Address and provide a brief explanation of your question (ie. Request for Extension, Clarification of Violation).

OAKLEY
CALIFORNIA

Finance Department
3231 Main Street
Oakley, CA 94561
Tel (925)625-7000 Fax (925)625-9859

Credit Card Authorization Form

Business Name/Company Name: _____

Business Address: _____

Cardholder's Name (as it appears on the credit card):_____

Billing Address (if different than business address):_____

City:_____ State:_____ Zip Code:_____

Telephone Number: (_____)_____

OAKLEY
CALIFORNIA

NOTICE OF VIOLATION

CLARK MABEL E
[redacted]

Property Address: OAKLEY RD
Parcel Number: 052-051-015
Case Number: CE-24-0955

To CLARK MABEL E,

Date: November 20, 2024

An inspection was conducted on November 20, 2024 and the property listed above has been found to be in violation of the City of Oakley's Municipal Code. The violation(s) below require immediate action by the property owner/resident.

VIOLATION AND ACTION REQUIRED

OMC § 4.26.004 - Weeds/Refuse states:

No owner having charge or control of any property within the jurisdictional area of the City of Oakley shall permit weeds and/or refuse to remain or accumulate upon said property or upon public sidewalks or streets between said property and the center line of any public street. *All such weeds, refuse, and similar materials are hereby declared a public nuisance. Every property owner shall destroy or remove such weeds, and remove or cause to be removed such refuse from his/her property and from the abutting half of any street or alley between the lot lines as extended*

Please cut all weeds and/or tumbleweeds or remove them to ground level. This includes doing any hand work that may be required to get all the weeds around the entire perimeter of the property. Please remove all refuse from public view.

THANK YOU FOR YOUR PROGRESS. PLEASE CONTINUE TO CLEAR ALL CUT VEGETATION ACCUMULATED ON PARCEL.

ADMINISTRATIVE CITATION HAS BEEN ISSUED FOR $100.00 AND ANOTHER CITATION OF $200.00 WILL BE ISSUED AFTER THE DUE DATE IF VIOLATION IS NOT CORRECTED. THANK YOU FOR YOUR COOPERATION.

• Compliance Date: November 30, 2024

FAILURE TO CORRECT

Failure to correct the violation(s) by the compliance date(s) above may result in re-inspection fees for actual costs incurred. These costs are separate from citations and may be placed as a special assessment on the property tax rolls if not reimbursed. The City may also issue Administrative Citations, which range from a $100 to $500 fine per violation for every

day the violation(s) remain and/or take other actions to compel compliance. The property owner is responsible for all costs associated with the abatement of this nuisance including inspection fees, hearing costs, and any costs incurred by the City if forced to abate this nuisance.

Thank you in advance for your prompt attention to resolving this matter.

Contact

You may contact Code Enforcement via email at: code-enforcement@ci.oakley.ca.us or by calling (925) 625-7031. To better assist you, please reference the Case No. and/or Property Address and provide a brief explanation of your question (ie. Request for Extension, Clarification of Violation).

CITY OF OAKLEY CODE ENFORCEMENT - 3231 MAIN STREET, OAKLEY, CA 94561

Photo Attachments



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OAKLEY
CALIFORNIA

ADMINISTRATIVE CITATION

Mailing Date: December 11, 2024
CLARK MABEL E
[redacted]

Citation No:	AC-24-000639
Responsible Party:	CLARK MABEL E
Property Address:	OAKLEY RD
Parcel Number:	052-051-015
Case Number:	CE-24-0955

To CLARK MABEL E,

Date: December 11, 2024

A Notice of Violation for the above property was issued on November 20, 2024 granting a time frame to correct the violation. That time frame has now expired and the property is still not in compliance so an Administrative Citation is being issued. **Payment of this Citation does not relieve the burden of correcting the remaining violation(s). This account will be referred to a Third Party Collection Agency upon becoming past due.**

ADMINISTRATIVE CITATION

OMC § 4.26.004 - Weeds/Refuse states:

No owner having charge or control of any property within the jurisdictional area of the City of Oakley shall permit weeds and/or refuse to remain or accumulate upon said property or upon public sidewalks or streets between said property and the center line of any public street. *All such weeds, refuse, and similar materials are hereby declared a public nuisance. Every property owner shall destroy or remove such weeds, and remove or cause to be removed such refuse from his/her property and from the abutting half of any street or alley between the lot lines as extended*

The following corrective action was <u>not</u> completed upon re-inspection:

Please cut all weeds and/or tumbleweeds or remove them to ground level. This includes doing any hand work that may be required to get all the weeds around the entire perimeter of the property. Please remove all refuse from public view.

THANK YOU FOR YOUR PROGRESS. PLEASE CONTINUE TO CLEAR ALL CUT VEGETATION ACCUMULATED ON PARCEL.

ADMINISTRATIVE CITATION HAS BEEN ISSUED FOR $200.00 AND ANOTHER CITATION OF $500.00 WILL BE ISSUED AFTER THE DUE DATE IF VIOLATION IS NOT CORRECTED. THANK YOU FOR YOUR COOPERATION.

CITATION FINE IS NOW DUE AND PAYABLE		
☐ 1st Citation	☑ **2nd Citation**	☐ 3rd Citation

$100.00	**$200.00**	$500.00

Pursuant to Section 1.5.203(d) and 1.5.204 (c) of the Oakley Municipal Code (OMC), each day the violation continues is a separate and distinct offense and subject to additional citations. Fines per each count of the OMC Section violated are as follows: Fines are $100 for the first citation per violation, $200 for the second citation per violation and $500 for any subsequent citation violation. Notwithstanding the above, violations of local building and safety codes are punishable by fines of $500 for a second Citation and $1,000 for subsequent Citations.

Rights of Appeal

You have the right to contest this Administrative Citation at a public hearing before an **Administrative Hearing Officer**. To request a hearing, you must pay an advance deposit in the full amount of the fine and submit that amount with the written appeal either by mail to the City Clerk, 3231 Main St, Oakley, CA 94561, or in person to the City Clerk's office at City Hall, **within ten (10) working days from the date of the Administrative Citation**.

A properly filed appeal will result in written notification of the date and time set for your hearing. Failure to appear at your hearing will constitute a failure to exhaust your administrative remedies. Any person who requests an appeal of an administrative citation and is unable to make the advance deposit of the fine required, may file a **Waiver of Fine Deposit Application**. Applications may be obtained from the City Clerk's Office at the above address and must be submitted with the appeal request.

RIGHT TO JUDICIAL REVIEW: Any person aggrieved by a decision of the Administrative Hearing Officer on an Administrative Citation may obtain review of the decision by filing a petition for review with the Superior Court in Contra Costa County in accordance with the timelines and provisions set forth in the California Government Code Section 530693.4

How to Pay

Payment should be made to: City of Oakley 3231 Main St Oakley, CA 94561.

- The total fine amount is **$200.00** and must be paid by mail or in person to the City of Oakley by **January 10, 2025**, which is thirty (30) days from the date of this Citation.
- Payment may be made by personal check, cashier's check or money order, VISA or Master Card.
- Please include the citation number **AC-24-000639** on your check or money order.

If the citation is not paid within thirty (30) days or appealed within 10 days from **December 11, 2024**, you may be subject to the imposition of a twenty-five percent (25%) late payment penalty if the Administrative Fine(s) is not paid by the due date, and interest at the rate of 1.5% per month, compounded monthly, will be added to the fine amount.

Failure to Pay

The City will collect any unpaid Administrative Citation fines or late payment charges by use of all available legal means, including but not limited to those means available for the collection of judgments, special assessment liens on real property and all actions for recovery of money. The city has the authority to collect all costs and attorney fees associated with the filing of such actions.

CONTACT

You may contact Code Enforcement via email at: code-enforcement@ci.oakley.ca.us or by calling (925) 625-7031. To better assist you, please reference the Case No. and/or Property Address and provide a brief explanation of your question (ie. Request for Extension, Clarification of Violation).

OAKLEY
CALIFORNIA

Finance Department
3231 Main Street
Oakley, CA 94561
Tel (925)625-7000 Fax (925)625-9859

Credit Card Authorization Form

Business Name/Company Name: _____

Business Address: _____

Cardholder's Name (as it appears on the credit card):_____

Billing Address (if different than business address):_____

City:_____ State:_____ Zip Code:_____

Telephone Number: (_____)_____

OAKLEY
CALIFORNIA

NOTICE OF VIOLATION

CLARK MABEL E
[redacted]

Property Address: OAKLEY RD
Parcel Number: 052-051-015
Case Number: CE-24-0955

To CLARK MABEL E,

Date: December 11, 2024

An inspection was conducted on December 10, 2024 and the property listed above has been found to be in violation of the City of Oakley's Municipal Code. The violation(s) below require immediate action by the property owner/resident.

VIOLATION AND ACTION REQUIRED

OMC § 4.26.004 - Weeds/Refuse states:

No owner having charge or control of any property within the jurisdictional area of the City of Oakley shall permit weeds and/or refuse to remain or accumulate upon said property or upon public sidewalks or streets between said property and the center line of any public street. *All such weeds, refuse, and similar materials are hereby declared a public nuisance. Every property owner shall destroy or remove such weeds, and remove or cause to be removed such refuse from his/her property and from the abutting half of any street or alley between the lot lines as extended*

Please cut all weeds and/or tumbleweeds or remove them to ground level. This includes doing any hand work that may be required to get all the weeds around the entire perimeter of the property. Please remove all refuse from public view.

THANK YOU FOR YOUR PROGRESS. PLEASE CONTINUE TO CLEAR ALL CUT VEGETATION ACCUMULATED ON PARCEL.

ADMINISTRATIVE CITATION HAS BEEN ISSUED FOR $200.00 AND ANOTHER CITATION OF $500.00 WILL BE ISSUED AFTER THE DUE DATE IF VIOLATION IS NOT CORRECTED. THANK YOU FOR YOUR COOPERATION.

• Compliance Date: December 21, 2024

FAILURE TO CORRECT

Failure to correct the violation(s) by the compliance date(s) above may result in re-inspection fees for actual costs incurred. These costs are separate from citations and may be placed as a special assessment on the property tax rolls if not reimbursed. The City may also issue Administrative Citations, which range from a $100 to $500 fine per violation for every

day the violation(s) remain and/or take other actions to compel compliance. The property owner is responsible for all costs associated with the abatement of this nuisance including inspection fees, hearing costs, and any costs incurred by the City if forced to abate this nuisance.

Thank you in advance for your prompt attention to resolving this matter.

Contact

You may contact Code Enforcement via email at: code-enforcement@ci.oakley.ca.us or by calling (925) 625-7031. To better assist you, please reference the Case No. and/or Property Address and provide a brief explanation of your question (ie. Request for Extension, Clarification of Violation).

CITY OF OAKLEY CODE ENFORCEMENT - 3231 MAIN STREET, OAKLEY, CA 94561

Photo Attachments



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OAKLEY
CALIFORNIA

ADMINISTRATIVE CITATION

Mailing Date: January 16, 2025
CLARK MABEL E
[redacted]

Citation No:	AC-25-000018
Responsible Party:	CLARK MABEL E
Property Address:	OAKLEY RD
Parcel Number:	052-051-015
Case Number:	CE-24-0955

To CLARK MABEL E,

Date: January 16, 2025

A Notice of Violation for the above property was issued on December 11, 2024 granting a time frame to correct the violation. That time frame has now expired and the property is still not in compliance so an Administrative Citation is being issued. **Payment of this Citation does not relieve the burden of correcting the remaining violation(s). This account will be referred to a Third Party Collection Agency upon becoming past due.**

ADMINISTRATIVE CITATION

OMC § 4.26.004 - Weeds/Refuse states:

No owner having charge or control of any property within the jurisdictional area of the City of Oakley shall permit weeds and/or refuse to remain or accumulate upon said property or upon public sidewalks or streets between said property and the center line of any public street. *All such weeds, refuse, and similar materials are hereby declared a public nuisance. Every property owner shall destroy or remove such weeds, and remove or cause to be removed such refuse from his/her property and from the abutting half of any street or alley between the lot lines as extended*

The following corrective action was <u>not</u> completed upon re-inspection:

Please cut all weeds and/or tumbleweeds or remove them to ground level. This includes doing any hand work that may be required to get all the weeds around the entire perimeter of the property. Please remove all refuse from public view.

THANK YOU FOR YOUR PROGRESS. PLEASE CONTINUE TO CLEAR ALL CUT VEGETATION ACCUMULATED ON PARCEL.

ADMINISTRATIVE CITATION HAS BEEN ISSUED FOR $500.00 AND ANOTHER CITATION OF $500.00 WILL BE ISSUED AFTER THE DUE DATE IF VIOLATION IS NOT CORRECTED. THANK YOU FOR YOUR COOPERATION.

CITATION FINE IS NOW DUE AND PAYABLE		
☐ 1st Citation	☐ 2nd Citation	☑ **3rd Citation**

$100.00	$200.00	**$500.00**

Pursuant to Section 1.5.203(d) and 1.5.204 (c) of the Oakley Municipal Code (OMC), each day the violation continues is a separate and distinct offense and subject to additional citations. Fines per each count of the OMC Section violated are as follows: Fines are $100 for the first citation per violation, $200 for the second citation per violation and $500 for any subsequent citation violation. Notwithstanding the above, violations of local building and safety codes are punishable by fines of $500 for a second Citation and $1,000 for subsequent Citations.

Rights of Appeal

You have the right to contest this Administrative Citation at a public hearing before an **Administrative Hearing Officer**. To request a hearing, you must pay an advance deposit in the full amount of the fine and submit that amount with the written appeal either by mail to the City Clerk, 3231 Main St, Oakley, CA 94561, or in person to the City Clerk's office at City Hall, **within ten (10) working days from the date of the Administrative Citation**.

A properly filed appeal will result in written notification of the date and time set for your hearing. Failure to appear at your hearing will constitute a failure to exhaust your administrative remedies. Any person who requests an appeal of an administrative citation and is unable to make the advance deposit of the fine required, may file a **Waiver of Fine Deposit Application**. Applications may be obtained from the City Clerk's Office at the above address and must be submitted with the appeal request.

RIGHT TO JUDICIAL REVIEW: Any person aggrieved by a decision of the Administrative Hearing Officer on an Administrative Citation may obtain review of the decision by filing a petition for review with the Superior Court in Contra Costa County in accordance with the timelines and provisions set forth in the California Government Code Section 530693.4

How to Pay

Payment should be made to: City of Oakley 3231 Main St Oakley, CA 94561.

- The total fine amount is **$500.00** and must be paid by mail or in person to the City of Oakley by **February 15, 2025**, which is thirty (30) days from the date of this Citation.
- Payment may be made by personal check, cashier's check or money order, VISA or Master Card.
- Please include the citation number **AC-25-000018** on your check or money order.

If the citation is not paid within thirty (30) days or appealed within 10 days from **January 16, 2025**, you may be subject to the imposition of a twenty-five percent (25%) late payment penalty if the Administrative Fine(s) is not paid by the due date, and interest at the rate of 1.5% per month, compounded monthly, will be added to the fine amount.

Failure to Pay

The City will collect any unpaid Administrative Citation fines or late payment charges by use of all available legal means, including but not limited to those means available for the collection of judgments, special assessment liens on real property and all actions for recovery of money. The city has the authority to collect all costs and attorney fees associated with the filing of such actions.

CONTACT

You may contact Code Enforcement via email at: code-enforcement@ci.oakley.ca.us or by calling (925) 625-7031. To better assist you, please reference the Case No. and/or Property Address and provide a brief explanation of your question (ie. Request for Extension, Clarification of Violation).

OAKLEY
CALIFORNIA

Finance Department
3231 Main Street
Oakley, CA 94561
Tel (925)625-7000 Fax (925)625-9859

Credit Card Authorization Form

Business Name/Company Name: _____

Business Address: _____

Cardholder's Name (as it appears on the credit card):_____

Billing Address (if different than business address):_____

City:_____ State:_____ Zip Code:_____

Telephone Number: (_____)_____

OAKLEY
CALIFORNIA

NOTICE OF VIOLATION

CLARK MABEL E
[redacted]

Property Address: OAKLEY RD
Parcel Number: 052-051-015
Case Number: CE-24-0955

To CLARK MABEL E,

Date: January 16, 2025

An inspection was conducted on January 16, 2025 and the property listed above has been found to be in violation of the City of Oakley's Municipal Code. The violation(s) below require immediate action by the property owner/resident.

VIOLATION AND ACTION REQUIRED

OMC § 4.26.004 - Weeds/Refuse states:

No owner having charge or control of any property within the jurisdictional area of the City of Oakley shall permit weeds and/or refuse to remain or accumulate upon said property or upon public sidewalks or streets between said property and the center line of any public street. *All such weeds, refuse, and similar materials are hereby declared a public nuisance. Every property owner shall destroy or remove such weeds, and remove or cause to be removed such refuse from his/her property and from the abutting half of any street or alley between the lot lines as extended*

Please cut all weeds and/or tumbleweeds or remove them to ground level. This includes doing any hand work that may be required to get all the weeds around the entire perimeter of the property. Please remove all refuse from public view.

THANK YOU FOR YOUR PROGRESS. PLEASE CONTINUE TO CLEAR ALL CUT VEGETATION ACCUMULATED ON PARCEL.

ADMINISTRATIVE CITATION HAS BEEN ISSUED FOR $500.00 AND ANOTHER CITATION OF $500.00 WILL BE ISSUED AFTER THE DUE DATE IF VIOLATION IS NOT CORRECTED. THANK YOU FOR YOUR COOPERATION.

• **Compliance Date: January 26, 2025**

FAILURE TO CORRECT

Failure to correct the violation(s) by the compliance date(s) above may result in re-inspection fees for actual costs incurred. These costs are separate from citations and may be placed as a special assessment on the property tax rolls if not reimbursed. The City may also issue Administrative Citations, which range from a $100 to $500 fine per violation for every

day the violation(s) remain and/or take other actions to compel compliance. The property owner is responsible for all costs associated with the abatement of this nuisance including inspection fees, hearing costs, and any costs incurred by the City if forced to abate this nuisance.

Thank you in advance for your prompt attention to resolving this matter.

Contact

You may contact Code Enforcement via email at: code-enforcement@ci.oakley.ca.us or by calling (925) 625-7031. To better assist you, please reference the Case No. and/or Property Address and provide a brief explanation of your question (ie. Request for Extension, Clarification of Violation).

CITY OF OAKLEY CODE ENFORCEMENT - 3231 MAIN STREET, OAKLEY, CA 94561

Photo Attachments



IMG_E3101.JPG



IMG_E3102.JPG

OAKLEY
CALIFORNIA

Shannon Shaw
Mayor
District 4

Hugh Henderson
Vice Mayor
District 2

Aaron Meadows
Councilmember
District 1

George Fuller
Councilmember
District 5

Anissa Williams
Councilmember
District 3

NOTICE OF INTENT TO RECORD A VIOLATION

April 28th, 2025

CLARK MABEL E
[redacted]

CODE ENFORCEMENT CASE: 24-0955
APN: 052-051-015
OAKLEY RD - OAKLEY, CA 94561

NOTICE IS HEREBY GIVEN of the intention of the City of Oakley to record with the Contra Costa County Recorder a Notice of Violation(s) concerning the above-described real property. The general nature of the violations are **OMC § 4.26.004 - Weeds/Refuse**. City of Oakley may impose fines regarding the violations and seek to place a special assessment for any unpaid actual costs that result from these violations.

The Notice of Violation will be recorded unless, within twenty (20) days of the date of this Notice, an appeal is filed with the City Clerk. The final day to appeal is May 18th, 2025 by 5:00 p.m.

[redacted]

CONRAD FROMME
CHIEF BUILDING OFFICIAL

Attn: Kim Snodgrass

Basis for the appeal is that some of the violations occured on the approximately 60 foot wide Contra Costa County Right of Ways easments along Oakley and Neroly roads
In the past these have been maintained by the county but were not in 2024 during the period observed by the City of Oakley.

Additionally the violations cited were for Residential areas, however this property owned by my late mother, Mabel E Clark since 1966 has never been used for residential use and do not have utility connections. The Use code at the CCC assessors office deed records is shown as
62 - H-I HEAVY INDUSTRIAL DISTRICT
Any land use not recognized as an industrial manufacturing or processing use except that **the following are prohibited: Single-family residential, multiple family residential and mobile home parks;**

The parcel in this case cannot be considered residential

At this time The parcel is undergoing weed abatement for 2025 in compliance with the local fire district requirments.

Thank you for your Attention to this matter,

Kenneth R Clark
[redacted]

[redacted] Cell Phone

Sole heir of Mabel E.Clark recorded parcel owner
formerly of [redacted]

OAKLEY
CALIFORNIA

Shannon Shaw
Mayor
District 4

Hugh Henderson
Vice Mayor
District 2

Aaron Meadows
Councilmember
District 1

George Fuller
Councilmember
District 5

Anissa Williams
Councilmember
District 3

May 21, 2025

Kenneth R. Clark
[redacted]

RE: 052-051-015, Oakley, CA 94561

The City of Oakley is in receipt of your request for appeal of the Notice of Intent to Record a Violation. You are hereby notified that your appeal hearing will be held before Joshua McMurray, City Manager, at City Hall in the Administrative Services building located at 3231 Main Street, Oakley, CA 94561 on **June 3, 2025 at 10:00 a.m.**

At the appeal hearing, you will be given the opportunity to testify and to present evidence relevant to the violation. You may present any relevant evidence and will be given full opportunity to cross-examine all witnesses testifying against you.

Failure to appear without contacting the undersigned at least 24 hours prior to the scheduled hearing time will result in forfeiture of your appeal.

If you have any questions, please contact me at (925) 625-7013 or snodgrass@ci.oakley.ca.us.

Kim Snodgrass, CMC
City Clerk

cc: Joshua McMurray, City Manager

OAKLEY
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Councilmember
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George Fuller
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Councilmember
District 3

APPEAL HEARING DECISION

July 1, 2025

CLARK MABEL E
[redacted]
CODE ENFORCEMENT CASE: 24-0955
APN: 052-051-015
SITE ADDRESS: OAKLEY RD
OAKLEY, CA 94561

On June 10, 2025 an appeal hearing took place before the City Manager whereas appellant Kenneth Clark, son of the property owner Mabel E Clark, presented cause against the Notice of Intent to Record a Violation for **OMC § 4.26.004 - Weeds/Refuse.**

Decision

The Notice of Intent to Record a Violation was issued in accordance with **OMC §1.5.022 Recorded Notice of Violation** in which an appeal and subsequent hearing were made in a timely manner. The appellant was granted an extension to June 24, 2025 to remedy the violation for Weeds/Refuse or to present documentation that the perimeter of the parcel along Neroly Rd and Oakley Rd contained an easement which exempted the owner from maintaining said area.

The parcel was re-inspected on June 23, 2025 and July 1, 2025, and both inspections found the perimeter of the parcel has not been abated as is required by municipal code. It is my recommendation that a Violation be recorded against this property.

Should the appellant wish to further appeal to the City Council, an appeal must be filed within twenty (20) days of the date of this Notice with the City Clerk. The final day to appeal is July 21, 2025 by 5:00 p.m.

Joshua McMurray

City Manager

Outlook

Re: APN052-051-015 - Appeal of hearing decision to City Clerk

From Kenneth Clark [redacted]
Date Mon 7/21/2025 3:24 PM
To Kim Snodgrass <snodgrass@ci.oakley.ca.us>

CAUTION: External sender. Do not click links or open attachments unless you recognize the sender and know the content is safe.

21 July,

The appeal hearing decision of 1 July found that the Contra Costa Water District right of way along the Oakley Road and Neroly
Road edges of our property had not been abated for weeds. Thw CCWD was contacted and they indicated that the weed abatement would be completed by the end of July. Inspection of this boundary area by our neighbor today showed that the area has been disced and the weeds turned under, abating the weed perimeter issue.

Accordingly., since the issue has been resolved I appeal the decision of 1 July,

Note The CCWD ROW is quite visible as there are large concrete pipes sticking out of the ground every few hundred feet along Oakley, Neroly and other roads recently added to the Oakley footprint.

Respectfully, ken clark

OAKLEY
CALIFORNIA

Kim Snodgrass, CMC
City Clerk
925-625-7013 Office
3231 Main St
Oakley, CA 94561

From: Kenneth Clark <[redacted]
Sent: Sunday, May 18, 2025 4:55 PM
To: Kim Snodgrass <snodgrass@ci.oakley.ca.us>; SP4149 [redacted]
Subject: Code Enforcement Case 24-0955 - Appeal to City Clerk

CAUTION: External sender. Do not click links or open attachments unless you recognize the sender and know the content is safe.

OAKLEY
CALIFORNIA

Shannon Shaw
Mayor
District 4

Hugh Henderson
Vice Mayor
District 2

Aaron Meadows
Councilmember
District 1

George Fuller
Councilmember
District 5

Anissa Williams
Councilmember
District 3

August 5, 2025

Kenneth R. Clark
[redacted]

NOTICE OF HEARING

Re: Appeal of City Manager's Decision
Code Enforcement Case: CE-24-0955
(APN 052-051-015), Oakley, California 94561

Mr. Clark,

This notice is to inform you that your appeal hearing regarding the City Manager's decision on the Notice of Intent to Record a Violation is scheduled for Tuesday **September 9, 2025,** beginning at 6:30 p.m. (or soon thereafter).

The hearing will take place before the Oakley City Council during their Regular City Council Meeting at the Oakley City Council Chambers, located at 3231 Main Street, Oakley, CA 94561.

Please confirm your attendance upon receipt of this Notice by contacting the undersigned at (925) 625-7013 or snodgrass@ci.oakley.ca.us.

If you are unable to attend the meeting in person, you may submit a written argument for the Council's review.

Please submit your written argument by September 8, 2025.

For your reference, a copy of Oakley Municipal Code Section 1.5.212 is enclosed with this notice.

Kim Snodgrass

Kim Snodgrass, CMC
City Clerk

cc: Joshua McMurray, City Manager
Ken Strelo, Community Development Director
Conrad Fromme, Chief Building Official

Outlook

[Draft] Fw: APN052-051-015 - Appeal of City Manager's decision to City Council

From snodgrass@ci.oakley.ca.us
Draft saved Wed 8/20/2025 3:26 PM

1 attachment (72 KB)
Kenneth Clark Notice of Hearing.pdf;

From: Kim Snodgrass <snodgrass@ci.oakley.ca.us>
Sent: Tuesday, August 5, 2025 7:37 AM
To: Kenneth Clark <[redacted]
Subject: APN052-051-015 - Appeal of City Manager's decision to City Council

Dear Mr. Clark,

This email is to formally notify you that your appeal hearing before the City Council has been scheduled for **September 9, 2025**.

The official notice of hearing is attached. As outlined in the notice, if you are unable to attend in person, you have the option to submit your argument in writing for the Council's consideration. A hard copy of this notice will also be sent to you via mail.

Please do not hesitate to contact me with any questions.

Sincerely,

Kim Snodgrass

OAKLEY
CALIFORNIA

Kim Snodgrass, CMC
City Clerk
925-625-7013 Office
3231 Main St
Oakley, CA 94561

From: Kenneth Clark [redacted]
Sent: Monday, July 21, 2025 3:23 PM
To: Kim Snodgrass <snodgrass@ci.oakley.ca.us>
Subject: Re: APN052-051-015 - Appeal of hearing decision to City Clerk

August 2025 New In-Town Business Licenses

Full Name	Primary contact email address	Full Primary Address	Active Licenses
ABOVE BUILDERS AND SERVICES LLC	JESUSUC2000@YAHOO.COM	752 SOLITUDE DR OAKLEY CA 94561	HOME BASED BUSINESS LICENSE
DEBBIE THOMAS LICENSED MARRIAGE FAMILY THERAPIST	DEBBIESHRINK@GMAIL.COM	33 CALLA CT OAKLEY CA 94561	HOME BASED BUSINESS LICENSE
FRANCISCO CARPET SERVICE	AARRIAGA04@COMCAST.NET	3791 DANIEL DR OAKLEY CA 94561	HOME BASED BUSINESS LICENSE
FREEDOM CLEANING SERVICES	FREEDOMCLEANINGSERVICES5LLC@GMAIL.COM	6145 SELLERS AVE OAKLEY CA 94561-3605	HOME BASED BUSINESS LICENSE
HORIZONS EDUCATION TRAINING CENTER		105 MONTEVINO CT OAKLEY CA 94561	HOME BASED BUSINESS LICENSE
JAMBA/AUNTIE ANNE'S	NATHAN@COYLEINVEST.COM	5433 NEROLY RD STE B OAKLEY CA 94561	BUSINESS LICENSE
KUKXPRINTS	kukxprints1@gmail.com	897 FOREMOST DR OAKLEY CA 94561	HOME BASED BUSINESS LICENSE
MATHNASIUM OF OAKLEY	SAMEERMATHEMATICS@GMAIL.COM	990 LAUREL RD STE B OAKLEY CA 94561	BUSINESS LICENSE
MELODY MINDS	FKYEIAPPIAH@GMAIL.COM	897 FOREMOST DR OAKLEY CA 94561	HOME BASED BUSINESS LICENSE
PRIME ON TIME AUTO TRANSPORT	ALAZAB79@GMAIL.COM	212 DOUGLAS RD OAKLEY CA 94561-2771	HOME BASED BUSINESS LICENSE
RSA ROOTED SPORTS ACADEMY LLC	BRIAN@DBATOAKLEY.COM	1241 MAIN ST OAKLEY CA 94561-2928	BUSINESS LICENSE
SPARR FAMILY INVESTMENT GROUP LLC	SPARRFAMILYINVESTMENTS@GMAIL.COM	315 CLEARWOOD DR OAKLEY CA 94561	HOME BASED BUSINESS LICENSE
TIDY LADYBUGS TEAM	ebobbimcma@yahoo.com	75 DEERPARK CT OAKLEY CA 94561-3159	HOME BASED BUSINESS LICENSE
13			

MEMORANDUM

OAKLEY
CALIFORNIA

DATE: September 9, 2025

Approved and Forwarded to the City Council

TO: Joshua McMurray, City Manager

FROM: Danielle Navarro, Assistant City Manager

SUBJECT: City Council Follow-Up to Provide Direction to Staff Regarding the Scheduling of the City Council Reorganization Meeting

Each year in December, the City Council selects a new Mayor and Vice Mayor. This City Council "reorganization" is held annually during a special meeting held immediately before the regular December City Council meeting.

At the December 10, 2024 City Council meeting, after the motion was made to adopt the 2025 City Council meeting dates, Councilmember Williams asked that staff return with an item for the Council to consider moving the annual City Council reorganization special meeting to a different day than the regular meeting. The City Manager and City Attorney agreed to bring an item back for discussion at a future meeting. The City Attorney noted that any discussion of rescheduling the reorganization to a special meeting on a different night than the regular meeting would need to take into consideration the timing to certify the results of the Municipal Election in even years.

Staff reviewed the reorganization process in the other 18 cities in Contra Costa County and determined that 16 of the cities select their Mayor and Vice Mayor (or in the cities with directly-elected Mayors, only their Vice Mayor) at a regular meeting in December[1], and most commonly near/at the end of the meeting. Two cities, Richmond and Martinez, reorganize at a special meeting on a different night than the regular meeting.

Staff seeks direction from the City Council on three options for the reorganization of the City Council. All options meet the timing of the certification of the Municipal Election results in even years.

Option 1:

Continue to hold the special meeting at 5:30 pm the same evening as the regular December meeting (second Tuesday) with a short reception between the meetings.

Consider: Time to change the Councilmember name plates and request to speak system and reseat the reorganized Council

[1] Unless in even years, the timing of the certification of the election results does not align with their regular meeting schedule

Option 2:

Hold a special meeting on Monday the day before the regular December meeting with a reception immediately after.

Consider: What time to schedule the special meeting

Option 3:

Schedule the reorganization at the end of the regular December meeting (second Tuesday) with a reception immediately after.