AGENDA

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

Tuesday, March 26, 2024
6:30 PM
Oakley City Council Chambers located at 3231 Main Street, Oakley, California 94561.
Unless stated otherwise on the agenda, every item on the agenda is exempt from CEQA Guidelines Sections 15060(c), 15061(b)(3), 15273, 15378, 15301, 15323 and/or Public Resources Code Section 21065.

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

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

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

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

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

1.OPENING MATTERS

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

1.2 Pledge of Allegiance to the Flag

1.3 Update from California Department of Food and Agriculture's Plant Health and Pest Prevention Services on the Oriental fruit fly quarantine (Darin Okimoto, CDFA Environmental Program Manager, Pest Detection Emergency Projects and Janamjeet Sohal, Senior Environmental Scientist, CDFA, Pest Detection Emergency Projects)

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 of the Special Meeting of the Oakley City Council held February 24, 2024 (Libby Vreonis, City Clerk)

Minutes-2-24-24

4.2 Approve Minutes from the Regular Joint City Council/City Council Acting as the Successor Agency to the Redevelopment Agency/Public Financing Authority Meeting held March 12, 2024 (Libby Vreonis, City Clerk)

Minutes 03-12-24

4.3 Waive the Second Reading and Adopt an Ordinance Approving a Rezone to Rezone A 9.99-Acre Site from C (General Commercial) District to P-1 (Planned Unit Development) District for the Project known as 2090 the Village at Oakley Road Subdivision 9634 (RZ 03-22) APN 037-110-031 (Ken Strelo, Planning Manager)

Ordinance

4.4 Ratify Election: Adopt Ordinance No. 2-24 Authorizing the Levy of a Special Tax on Parcels of Land within Tax Area Zone 189 within the Oakley Special Police Tax Area for Police Protection Services for the Machado Lane project (Subdivision 9615) located west of Machado Lane and south of East Cypress Road (APNs 033-190-003-5 and 033-190-004-3) (Kevin Rohani, P.E., Public Works Director/City Engineer)

Staff Report
1. One (1) Signed Ballot
2. Ordinance No. 2-24
Exhibit A - Boundary Map
Exhibit B - Rate Schedule

4.5 Ratify Election: Adopt Ordinance No. 3-24 Authorizing the Levy of a Special Tax on Parcels of Land within Tax Area Zone 190 within the Oakley Special Police Tax Area for Police Protection Services for the Sellers Avenue project (Subdivision 9614) located at 5911 Sellers Avenue (APN 033-150-013-2) (Kevin

Rohani, P.E., Public Works Director/City Engineer)

Staff Report
1. One (1) Signed Ballot
2. Ordinance No. 3-24
Exhibit A - Boundary Map
Exhibit B - Rate Schedule

4.6 Adopt a Resolution Approving Annexation No. 38 (Machado Lane SD 9615) to the City of Oakley Community Facilities District No. 2015-2 (Parks, Streetlight, Landscape and Stormwater Services) (Kevin Rohani, P.E., Public Works Director/City Engineer)

Staff Report
1. Unanimous Approval Form
2. Resolution
3. Amended Boundary Map
4. Amendment to Notice of Special Tax Lien

4.7 Adopt a Resolution Approving Annexation No. 39 (Sellers Avenue SD 9614) to the City of Oakley Community Facilities District No. 2015-2 (Parks, Streetlight, Landscape and Stormwater Services) (Kevin Rohani, P.E., Public Works Director/City Engineer)

Staff Report
1. Unanimous Approval Form
2. Resolution
3. Boundary Map
4. Amendment to Notice of Special Tax Lien

4.8 Adopt a Resolution Approving the Annual Progress Report on Implementation of the City's Housing Element with SB 341 Reporting Requirements (Evan Gorman, Associate Planner)

Staff Report
1. Housing Element Annual Progress Report with SB 341 Report as an Attachment (Reporting Year 2023)
2. Draft Resolution

4.9 Request for Approval of Proclamations for Future Agendas (Transgender Awareness Week, Community Planning Month, National Law Enforcement Appreciation Day) (Libby Vreonis, City Clerk)

Staff Report

1. Proclamation Request Form-Transgender Awareness
2. Sample Proclamation-Transgender Awareness
3. Sample Proclamation - Community Planning Month
4. Sample Proclamation - National Law Enforcement Appreciation Day

4.10 Adopt a Resolution Authorizing the City Manager to execute an Amendment to the Consulting Services Agreement with Mark Thomas & Co. Inc. for the East Cypress Road Lane Alignment Analysis (RR tracks to Main Street) Project – Capital Improvement Project (CIP) Number 301(Kevin Rohani, P.E., Public Works Director/City Engineer)

Staff Report
1. Resolution
2. Mark Thomas & Co. Inc. Proposal

4.11 Adopt a Resolution Terminating the Existence of a Local Emergency Related to the City's Sustaining of a Cyberattack on February 22, 2024 (Derek Cole, City Attorney)

Staff Report
1. Proposed Resolution Terminating Local Emergency

4.12 Adopt a Resolution Authorizing the City Manager to Execute an Amendment to the Consulting Services Agreement with Townsend Public Affairs, Inc. to Include Legislative Advocacy Services (Danielle Navarro, Assistant City Manager)

Staff Report
1. Proposed Resolution w/ Exhibit A

5.PUBLIC HEARINGS

6.REGULAR CALENDAR

6.1 Strategic Plan 27+ Update (Joshua McMurray, City Manager)

Staff Report
1. Strategic Plan Update Spreadsheet
2. Strategic Plan 27+

6.2 Bridgehead Industrial Project Environmental Impact Report – Adopt A Resolution authorizing the City Manager to Execute an Agreement with Raney Planning and Management, Inc. to prepare an Environmental Impact Report for the project titled "Bridgehead Industrial Project"(Ken Strelo, Planning Manager)

Staff Report
1. Proposal to Prepare and Environmental Impact Report – Bridgehead Industrial Project – Scope

of Work and Estimate from Raney Planning and Management, Inc., dated March 12, 2024
2. Proposed Resolution
2.a. Exhibit A. Short Form Services Agreement Template

6.3 Climate Action Plan-Adopt a Resolution Authorizing the City Manager to Execute a Professional Services Agreement with Cumming Management Group Inc. for Planning Consulting Services (Ken Strelo, Planning Manager)
Staff Report
1. Proposal for Planning and Consulting Services - City of Oakley Climate Action Plan - Proposal and Estimate from Cumming Management Group, Inc., dated February 7, 2024
2. Proposed Resolution
2.a Exhibit A. Short Form Services Agreement Template

6.4 Adopt a Resolution Authorizing the Addition of a Police Officer Trainee Classification to the Salary Schedule (Paul Beard, Chief of Police & Jeri Tejeda, Administrative Services Director)
Staff Report
1. Resolution
2. Salary Schedule-Red-Lined
3. Police Officer Trainee - Job Description

7.REPORTS

7.1 CITY MANAGER
(a) City Manager

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

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

(b) Requests for Future Agendas

8.WORK SESSION

9.CLOSED SESSIONS

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

10.ADJOURN

SPECIAL MEETING OF THE OAKLEY CITY COUNCIL
HELD FEBRUARY 24, 2024

1. Call to Order and Roll Call

   Mayor Anissa Williams called the meeting to order at 9:01am in the Oakley City Council Chambers located at 3231 Main Street, Oakley, California. Vice Mayor Shannon Shaw and Councilmembers Hugh Henderson, Dr. George Fuller, and Aaron Meadows were also present.

2. Pledge of Allegiance to the Flag

   Councilmember Henderson led the Pledge of Allegiance to the Flag.

3. Public Comments

   No public comments were submitted.

4. Work Session

   4.1 Governance Workshop

   Melissa Kuehne, ILG Senior Program Manager and Jennifer King, Consultant, introduced themselves and began their PowerPoint presentation.

   Ms. Kuehne provided an overview of the agenda and discussed objectives (leadership and governance refresher, review governance tools and gain additional insights about Council colleagues).

   The City Council and leadership team introduced themselves.

   Ms. Kuehne shared information about ILG and discussed leadership and governance (trust, accountability, responsiveness, and transparency).

   City Manager Joshua McMurray stated for the record that the City was subject to a ransomware attack Thursday and currently has no internet or phone capability so this meeting will not be livestreamed or recorded. He shared critical points including having good governance, being good stewards of resources, holding the highest ethical standards in decision making, being professional, and maintaining good morale.

   Ms. Kuehne asked Councilmembers to share what inspired them to run for City Council.

Dr. Fuller shared that he had differences in how the city was being governed and being managed by the former City Manager and the community did not feel it was getting the information it needed. He mentioned the then Council was doing things with 3 days' notice without public input then saying they had to do it and it was obvious developers were running the city. He shared that he wanted the public to participate, was glad the city went to districts, and when the City Manager left and there were three new members on the dais in 2020, and then two new members in 2022, he was happy to see something new and dynamic.

Councilmember Meadows shared that in the 1990s, he sat on the Oakley Municipal Advisory Council until it became a city, and his father was involved in local politics in the 1970s so he has been living it. He shared they have a family in business in Oakley which he has continued, and he looks at it as his city. He mentioned that he had some issues with the former City Manager but that did not influence his decision to run; it was good timing in his life to run for Council with his kids now being older.

Mayor Williams shared that during COVID, her job was furloughed, and she saw many people struggling during that time, so she started a Facebook group to connect people to resources, first doing things for first responders, then providing assistance to restaurants, and the group is now around 15,000 people today. She explained she wanted to do it on a larger scale to help others and take leadership in a positive direction. She mentioned in 3.5 years, she has a long list of things she has done to make the community better and make a difference in lives.

Vice Mayor Shaw shared that she works in Pittsburg and lives here where she joined a service club of which many elected were part of and they were normal, and with her family growing up, she began attended meetings, had an interest in the Planning Commission, then the City went to districts, so she started as a Planning Commissioner and then ran for and was elected to Council.

Councilmember Henderson shared that he has 37 years in public safety with police and fire, he watched the City incorporate, and there are projects the City is still trying to make happen that he is now part of.

Ms. King reviewed takeaways from the assessment interviews they conducted, including excellence in government, Council roles, successes, challenges, what is working well and where there is room for improvement. The Council had an opportunity to share their initial reactions to the feedback.

Dr. Fuller suggested they include fire department consolidation, an accomplishment for safety, along with E. Cypress Road. He shared that the hostility on the dais is untenable; Mayor Williams is flopping on the dais and talking to others while his daughter was dying of pancreatic cancer. He mentioned there is ongoing group think, like with the Rotary, and he is moving forward but it is very uncomfortable. He mentioned they need to address group think, proper decorum, and social media to inform the community. He added that when they talk about policy, they should think about if they are being oppressive, privileged, controlling, or if they are facilitating knowledge for the community.

Ms. King mentioned they can have a group discussion and may have differences in opinion and often the best decisions come from talking those through; it is not group think, just decision making.

Mayor Williams commented that it is public and what everyone is thinking, and they've talked about a social media policy; she is huge proponent of social media but they need respect and decorum. She mentioned that she and Councilmember Meadows are diametrically opposed on matters, but they do not levy personal attacks. She mentioned there should be substantiation, correct wrong information, require factual basis on social media posts, and maintain a level of professionalism with that information.

Ms. King mentioned they won't develop a social media policy today, but it is helpful to have certainty.

Councilmember Meadows agreed with Mayor Wiliams in that they have differences in thought but respect each other. He mentioned Dr. Fuller is constantly attacking them for being on Rotary and wants to attack them all the time on social media, and that is the problem.

Ms. King mentioned that they all have a desire to work together for the greater good of the City; despite how uncomfortable it can be, the successes are significant.

Vice Mayor Shaw mentioned there has been a lot of conversation about social media which should be used to inform, but when it is used it to attack, there is already mistrust in politics throughout the country, it doesn't highlight the good things the City is doing; it looks like a clown show if they are all putting out their own things. She mentioned they need to explore how they use that platform to get information to the community, rather than as a platform to attack others and make negative comments. She mentioned that she has been on social media weekly and daily for a while this month, and she uses her time at the dais to defend herself when she should be giving attention to business. She added that

they are not trying to silence anyone; everything they do gets spun and crazy accusations are made. She mentioned she would like to air things out today, get things off her chest, squash it, and move forward at Tuesday's meeting.

Ms. King mentioned that they can use space to do that. She addressed use of social media for personal attacks and that they never should use it to attack one another. She mentioned the social media policy would not be addressed tonight and it sounds like a Councilmember is characterizing an act of another.

Dr. Fuller mentioned he posted about a philandering City Manager and was contacted by David Wall with Rotary who called him scum and unfit to be a Rotarian. He mentioned he is told time and time again that Rotary is great but not even his time in Vietnam, working in Police, or as a special education teacher, was he ever called scum. He mentioned that they kicked him out of Rotary, and it was a major issue.

Councilmember Henderson shared that he requested this workshop and appreciates everyone putting time in to try and work with one another. He mentioned social media posts affects the Council with the Brown Act and how they look in the community.

Ms. Kuehne mentioned there has been focus on social media and the Brown Act, there are new laws and a lot of clarification needed; it has been captured and is on the staff's list of things to address.

Mr. McMurray commented that he has the future agenda items request from the Council for this, and staff is formulating something to bring to the Council in the near future.

Ms. King mentioned that the takeaways are generally positive, they are moving in the right direction, the things they have accomplished are great, and they are working on a process here which is achievable.

Ms. Kuehne reviewed the foundations for high-performing councils.

Mayor Williams mentioned the Council is not agreeing on everything to serve constituents to ensure their voices are heard, civil disagreement is a high performing act, they are a young performing city and there were decisions made by former Council that they don't all agree with, but she believes they are forward thinking as possible. She mentioned reading agenda packets, coming prepared, having an open mind about all issues, and the ability to pivot is important.

Ms. King mentioned that through disagreeing agreeably, they are able to have conversations and are keeping an eye out for the future and community.

Vice Mayor Shaw mentioned decisions were made before her time, but she supports them even though not hers, and she respects a vote when made by a majority. She mentioned McDonald's and Quick Quack were huge issues and she and Mayor Williams were on opposite sides of the vote. She shared that Mayor Williams received a complaint about her (Vice Mayor Shaw) vote and Mayor Williams defended her (Vice Mayor Shaw) vote even though it was opposite of hers (Mayor Williams); she can be on the losing end of a vote but can still be respectful, such as with the train platform and champion things that the City is doing.

Councilmember Henderson agreed with both. He mentioned when they do their homework, they should connect with staff so staff can get back to the Council with clarification; it is valuing staff time to make an efficient meeting.

Councilmember Meadows everything mentioned he is good with what has been said and it is what he would have said.

Dr. Fuller mentioned the Council needs to be informed, they need to understand constituents in their area, have a connection with the community, reflect values, and say what they stand for and let people make decisions, If a Councilmember says what they stand for, who they support, and bring it to the dais, each member on dais should not be judgmental. He mentioned if they don't understand their constituents and attack others because someone is not in the right club or area, it is not right; they all have a right to speak without saying someone is too old or doesn't get it. He mentioned they should have communication with staff, discuss things on the dais, and listen to people. He mentioned regarding not talking beforehand that he almost voted 'no' on the fire district, however Mr. Cole changed his mind with an eloquent delivery; he said he was strongly opposed, not 'no'. He mentioned it is important that the community know him, maintain ethics among themselves and police themselves. He mentioned with integrity, do they really stand for transparency or good optics; it bothers him and the community immensely; he prefers to let the community know what is coming down the line, and build trust and integrity.

Ms. Kuehne mentioned that they all have an individual responsibility.

Dr. Fuller mentioned that they need to stay away from group think that he is bad, and they need to get him in line because he doesn't agree, and censure him.

Ms. Kuehne commented that they may be voting differently on an item, but they can have dialogue on the dais and the Council can move forward; they can have a conversation on the dais and be open minded to take all information in and make a decision here for the community as a whole.

Dr. Fuller commented that titles are important for city staff, and the community calls him Dr. Fuller, and some people on the dais said they will not call him “doctor”.

Ms. Kuehne inquired if his preference is to call him “doctor” or “Councilmember”.

Dr. Fuller indicated either.

Ms. Kuehne mentioned that there should be a level of respect for colleagues; it is a foundation for exceptional councils (governance tools, governance mindsets, effective councils).

Ms. Kuehne addressed effective leadership and culture. Ms. King handed out a worksheet.

The Council participated in an individual exercise on self-assessment--how the Councilmembers are doing individually and as a whole.

Mayor Williams commented that she didn’t come into politics thinking she would have such a strong impact; she has achieved things she campaigned on, i.e., small business, ARPA funds, library, and E. Cypress Road work that they pushed forward even though there are competing priorities. She mentioned there are projects the Council wants to see succeed together.

Vice Mayor Shaw mentioned she prepares for every meeting, she has every agenda in a binder, she goes to a location if it is coming up as a project to get a visual and feel for it, and she maintains a good relationship with staff. She also mentioned that the Council has to answer to constituents in their districts but must look at the City as a whole. She mentioned she would never let someone bully her into something that isn’t right just for a developer; even when her decision is not liked; she doesn’t want to be affected by how she will be perceived and may say things that may upset some people.

Dr. Fuller mentioned that he maintains transparency, integrity, and current knowledge.

Councilmember Henderson mentioned that he does his homework, respects staff and their workload, he is a good listener, attends events to hear what the community wants, and feels he is approachable.

Councilmember Meadows mentioned being here his whole life helps, he does his homework, tries to be respectful of Councilmembers—they are all elected, and he tries to be forward thinking.

Ms. Kuehne asked them to address improvements.

Vice Mayor Shaw mentioned her improvements include not letting what people say affect her personally and holding more community meetings within her district to keep residents informed but also to listen and obtain their feedback.

Mayor Williams mentioned her improvements include getting thicker skin, not concerning herself with people who don't like her personally, not thinking about non-productiveness, getting out in the community and making herself available, and she would like to have a more formal meeting with residents.

Councilmember Henderson mentioned his improvements include communicating from the dais more as he is known to be quiet one. He shared that he is listening but doesn't always express his thoughts before a vote.

Councilmember Meadows commented that he believes he is the second most quiet. He mentioned his improvements include controlling his emotions to express clearly what he is thinking and taking action on.

Dr. Fuller mentioned it was a free for all for staff at one point in the Council; they were allowed to make disparaging remarks which were put to an end. He mentioned his improvements have included recognizing the community and having them involved, ensuring they have good staff and integrity, and that they continue to grow. He added improvements include ensuring more effective discourse and rhetoric which can be toned down at times, and now that his dissertation is done, he would like to get out in the community more.

Ms. Kuehne commented that she appreciates their candor and all being introspective. She asked the Council to share things the Council will do as a whole to continue working with the community and staff.

Vice Mayor Shaw mentioned that they are doing well balancing development in the City; they don't approve every change. She mentioned she appreciates that they are hiring qualified staff and allowing the City Manager to manage staff.

Councilmember Meadows mentioned overall he thinks they are respectful on the dais and allow the Council and City Manager to do their jobs.

Mayor Williams mentioned the Council is making hard decisions that are right for the City of Oakley, they are making progress on the right kind of development, she supports staff 100% because she can see the result of their interactions with the community, and they are doing something right as a Council if the staff loves the City and treats people well. She commented that she sees the opposite position in another city.

Councilmember Henderson mentioned the Council wants to do what is best for the City. He shared that they attend community events, listen, and all have a way to do it.

Ms. Kuehne mentioned many positives have been shared. She asked the Council to share what they can do as a whole.

Mayor Williams mentioned they can disagree agreeably, limit any discussion to policy rather than personal attacks so as not to cheapen them in eyes of the public-it is a distraction to good work happening, communicate positively, and not discount all the work that has been done.

Councilmember Meadows mentioned that the Council could be more respectful but overall, they do a good job working together; it is reflected in the city and staff, and he would grade the Council very high.

Dr. Fuller mentioned he and Councilmember Meadows disagree on many things, but Councilmember Meadows was the best Mayor he has seen in the City—he ensured a good meeting, ensured all were informed and took great responsibility; he was a good role model for Mayor. He mentioned the Council needs to be courteous to one another; sometimes believes he is back in middle school. He suggested common courtesy such as “Hi!” “How are you?”, “Would you like a seat?” He mentioned they should be courteous and respectful of others’ views and be understanding and empathetic to each other.

Vice Mayor Shaw mentioned that personal attacks on social media on both the Council and staff need to stop as well as underhanded remarks that they hear. She added that they can’t go back to change the past but can focus on the future. She mentioned that she understands the Brown Act and when remarks are made, it puts the City in jeopardy for legal issues.

Councilmember Henderson mentioned that they can always improve teamwork, communication, understanding different views, being more open, and being able to weigh different thoughts and explaining those amicably.

Ms. Kuehne shared high performing Councils attributes and how to develop a sense of team. She mentioned there appears to be a willingness to work collaboratively and have an agency-wide perspective. She suggested they could have an annual workshop. She mentioned they should be able to disagree agreeably with the ability to have those conversations.

Vice Mayor Shaw mentioned when they transition from candidate to Council member, they should make sure they are a Councilmember first, but when running a campaign, have the ability to transition to candidate, but also transition back to Councilmember.

Ms. Kuehne discussed clear roles and responsibilities, understanding the role of local government and responsibilities, knowing their role to set a vision rather than micromanaging, striving to focus on issues within the city, and being prepared to ask questions of staff and each other.

Ms. King commented that she is not sure social media is the best forum to really find out what constituents want; face-to-face communication is still proven to be how people are finding out what residents want.

Ms. Kuehne mentioned that they have the ability to respectfully disagree, keeping it at a policy level, not personal attacks. She mentioned a code of conduct provides tools of how they want to work together, and it could be revisited. Regarding the Council's relationship with staff, she suggested the Council avoid "gotcha" questions from the dais and provide staff advance notice for a chance to gather information so they can respond, which is not to say don't ask questions; just give staff ability to provide the information.

Ms. King added that staff being prepared to provide information is not staged or rehearsed as the Council and staff are all part of the same team; allowing staff to research and have information is more informative for the public.

Ms. Kuehne addressed effective Council meetings including doing homework, asking questions in advance, being respectful, having civil discourse, being mindful of body language, recognizing issues are not personalized and having thoughtful dialogue is the objective, celebrating success, holding themselves responsible for adhering to operating protocols and a code of conduct, behaving in a civil, respectful manner, and acting with decorum.

Ms. King commented that they are a high functioning Council and are doing lots of good work; hopefully these things provide a reminder.

Ms. Kuehne addressed practicing continuous learning and development.

Dr. Fuller requested a copy of the PowerPoint presentation of which Ms. Kuehne agreed can be provided.

Councilmember Meadows commented that he didn't disagree with anything in the slides. He mentioned he doesn't think that the Council really asks "gotcha" questions, at least not on purpose. He mentioned he will try to ask the City Manager beforehand and believes everyone does.

Dr. Fuller gave staff credit for being prepared as he didn't find that when he originally came here and that has changed. He mentioned he can't think of any intentional "gotcha" questions that have been asked.

Ms. Kuehne called for a brief recess. The City Council reconvened at 11:04 a.m.

Ms. Kuehne mentioned the Council participated in an exercise that included questions regarding communications and leadership style based on preferences. She provided an overview of governance principles, policies, and tools. She mentioned the Council already did goal setting in April 2022 with its Strategic Plan. She mentioned the Council can establish clear measures or success (SMART) goals and have regular review of policy effectiveness and implementation practices.

Ms. King suggested when formulating policy, they can think about what goal they are trying to achieve, the end result, so policy can be specifically targeted to that goal.

Ms. Kuehne addressed the Council Policy Handbook and Governance Protocols.

Ms. King mentioned the Brown Act is necessary and may make those conversations more difficult, but study sessions can be offsite to put them in a different context, so it is not feeling so formal and a study session is a good way to keep in touch with others like Planning Commissioners or other committees to let them know Council goals.

Ms. Kuehne added that they can also continue their education and professional development, including peer learning.

Dr. Fuller agreed with a study session if they want to address an issue, but he is not sure what they are talking about meeting together.

Ms. King mentioned a study session would still be a public meeting.

Dr. Fuller commented that this setting is terrible for coming together as a group.

Vice Mayor Shaw commented that they had a joint meeting with the Council, Diablo Water District and Ironhouse Sanitary District.

Ms. Kuehne mentioned a study session can be with only the Council, or joint meetings with other bodies such as the Planning Commission, County, or school districts, to share policies and goals.

Councilmember Meadows commented that the Council has workshops, open discussions, and utilizes workshops often, but they have not brought the Planning Commission in.

Dr. Fuller inquired if Councilmember Meadows is referring to workshops on the meeting agendas which Councilmember Meadows confirmed is correct.

Dr. Fuller agreed that getting off the dais and getting down to a level where they are talking face to face at a roundtable would be helpful.

Ms. Kuehne asked them to share reflections about this governance meeting.

Mayor Williams shared that she would like to have regular “Meet Your Mayor” sessions, stop putting stock into conversations out there, and continue providing meeting recaps while acknowledging work done and work to still be done.

Councilmember Meadows shared that he would like to have better organization for his notes for meetings, always try to continue to do the right thing, continue to interact on the dais, and be respectful and listen to others’ points of view.

Councilmember Henderson shared that he would use titles for Councilmembers, explain his thoughts and ideas, listen more, work on body language so he doesn’t look mad, continue to do his homework, and respect staff for the time and effort they put in.

Vice Mayor Shaw shared that she would air out grievances instead of keeping it in to fester, outreach to others, accept what she can’t change, stand up for herself, listen to constituents, continue to bring her binder as it helps her, and to hide her face.

Dr. Fuller shared that there are things he does not understand about his district—the old section and new so he would like to look at allocation of resources of existing and new areas, tone down some of his social media posts, and continue his attendance (he only missed one meeting).

Ms. Kuehne mentioned she will prepare a summary of what happened today and provide it along with slides.

Vice Mayor Shaw mentioned she has a good working relationship with most of the Council and would like to have a working relationship with all. She invited Dr. Fuller to have coffee to build a working relationship to which he agreed.

Mayor Williams thanked Councilmember Henderson for bringing the governance meeting forward. She mentioned she believes they have skills to take away and hopes to develop policy, but this is a first step, and she appreciates it. She

mentioned she is available to all, and it is a good reminder that face to face is still the best way and they want to enable people to feel that way.

Mr. McMurray commented that he appreciates the time everyone put in for this governance meeting and it reaffirms the great things that the Council and staff are doing. He commented that he looks forward to their commitment to work together.

Ms. Kuehne shared additional resources.

5. Adjourn

There being no further business, the meeting was adjourned at 11:53 a.m.

Respectfully submitted,

Libby Vreonis
City Clerk

Minutes of the Regular Joint Meeting of the Oakley City Council/Oakley City Council Acting as the Successor Agency to the Oakley Redevelopment Agency/Oakley Public Financing Authority held
March 12, 2024

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

1.2 Pledge of Allegiance to the Flag (Ariana Mesa and Briana Hernandez, Oakley Elementary School Students)

Oakley Elementary School students Ariana Mesa and Briana Hernandez led the Pledge of Allegiance to the Flag.

1.3 Recognition of Hector Espinoza, Senior at Freedom High School and finalist in the Contra Costa Shark Tank (Mayor Williams)

Mayor Williams introduced Freedom High School Senior and Contra Costa Shark Tank finalist Hector Espinoza. Mr. Espinoza shared information regarding his creation and thanked everyone who supported him.

1.4 Proclamation Proclaiming March as Red Cross Month (Stephen Griswold, Deputy Chief of Staff, Office of Supervisor Diane Burgis, and Contra Costa Red Cross Leadership Council)

Mayor Williams presented the proclamation to Brian Oftedal, Volunteer with Contra Costa Red Cross Leadership Council.

Mr. Oftedal thanked the City for its partnership with preparedness and blood drives. He encouraged everyone to take a CPR class, donate blood, and use the mobile app that

has first aid and emergency information. He mentioned news releases and podcasts also provide great information.

2) PUBLIC COMMENTS

Scott Hildebrandt commented he was a resident on Frandoras Circle and was harassed by a church who told his neighbors he is a drug dealer, blasted him out of his house, and set up with people behind his house who appeared homeless, and he tried to sell his house because they wore him out. He mentioned he pretty much had a gun to his head to sell the house by Frank Bermudez and Moses Polanco which he sold and later found it to be an illegal contract because the dates were wrong. He asked if the City of Oakley allows its residents to go through that normally and if there is anything they can put in place, so it doesn't happen again. He mentioned he is not in prison, he does not have a medical condition, and he is very upset.

Richard Brophy mentioned he requested years ago a website amendment to show "Oakley is not a sanctuary city" which took him about 15 minutes to find out by 5 different people whether Oakley is a sanctuary city and finally he was told it is. He mentioned subsequent to that time, there has been an invasion of illegal aliens; there are undocumented immigrants, displaced citizens, undocumented Democrats, the theory is that not all are bad, not all are criminals, but entering the country is illegal, and in watching TV every night, illegal aliens have committed robbery, murder, and he has statistics from a government list and a list of individuals murdered, which actions are costing taxpayers money. He mentioned they have committed felonies, assault, and murder. He mentioned Laken Riley was murdered because of federal, state and local government. He mentioned it has been found that illegal aliens are drawn to sanctuary cities so if they think it can't happen here, think again, providing an example of illegal aliens' encounter with Police officers, some of whom he mentioned are on their way to California.

3) COUNCILMEMBER COMMENTS

None.

4) CONSENT CALENDAR

Dr. Fuller pulled item 4.10.

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

Item 4.10

Dr. Fuller requested staff confirm if the difference in bid amounts between R&R Construction's bid and Cowen & Thompson's bid is $876.30 of which Public Works Director/City Engineer Kevin Rohani confirmed is correct.

It was moved by Councilmember Meadows and seconded by Councilmember Henderson. AYES: Henderson, Meadows, Shaw, Williams. ABSTENTION: Fuller. (4-0-1)

4.1 Approve Minutes of the Regular Joint City Council/City Council Acting as the Successor Agency to the Redevelopment Agency and Special Public Financing Authority Meeting held February 27, 2024 (Libby Vreonis, City Clerk)

4.2 Waive the Second Reading and Adopt an Ordinance Regarding Administrative Fines for Unlicensed Commercial Cannabis Activity Including Cultivation, Manufacturing, Processing, Distribution or Retail Sale of Cannabis and Declaring Such Activity a Public Nuisance (Libby Vreonis, City Clerk/Paralegal)

4.3 Adopt a Resolution Approving the City of Oakley Local Roadway Safety Plan (LRSP) (Kevin Rohani, P.E., Public Works Director/City Engineer)

4.4 Adopt a Resolution Accepting as Complete Capital Improvement Project Number 286 -City Hall Rooftop Solar Power Project as Constructed by Sun Light & Power (Kevin Rohani, P.E., Public Works Director/City Engineer)

4.5 Adopt a Resolution Accepting as Complete Capital Improvement Project Number 187- Main Street Bridge Rehabilitation Project at Contra Costa Canal Project as constructed by TNB Construction (Kevin Rohani, P.E., Public Works Director/City Engineer)

4.6 Adopt a Resolution Accepting the subdivision improvements associated with the Pheasant Meadows Subdivision 8736 and Vintner View Subdivision 8836 located along the east side of O'Hara Avenue south of Grapevine Lane and west of the Cinnamon Ridge Subdivision (Kevin Rohani, P.E., Public Works Director/City Engineer)

4.7 Adopt a Resolution Appointing Kai-Christian Torf to the Contra Costa Transportation Authority Citizens Advisory Committee for the Remainder of the Current Four-Year Term Expiring August 11, 2025 (Libby Vreonis, City Clerk)

4.8 Adopt a Resolution Approving Contract Amendment Number 1 with HMH Engineers, Inc. for On-Call Consulting Services Related to Development Engineering Support Services for Fiscal Year (FY) 2023/24 and Award of Contract for Professional Services Agreement for On-Call Development Engineering Support Services with HMH Engineers, Inc for Fiscal Years 2024/25 and 2025/26 (Kevin Rohani, P.E., Public Works Director/City Engineer)

4.9 Adopt a Resolution Approving Contract Amendment Number 1 with Park Engineering, Inc. for On-Call Consulting Services Related to Inspection

Support Services for Fiscal Year (FY) 2023/24 and Award of Contract for Professional Services Agreement for On-Call Inspection Support Services with Park Engineering, Inc for Fiscal Years 2024/25 and 2025/26 (Kevin Rohani, P.E., Public Works Director/City Engineer)

4.10 Adopt a Resolution Awarding a Construction Contract to R&R Pacific Construction Inc. for the construction of Fiscal Year 2023/24 Curb, Gutter & Sidewalk Repair and Replacement Project, Capital Improvement Project Number 295 (Kevin Rohani, P.E., Public Works Director/City Engineer)

4.11 Approval of the Special Event Beverage Concessions Non-Profit Selection and Vendor Selection Criteria (Jeri Tejeda, Administrative Services Director, Troy Faulk, Recreation Manager)

5) PUBLIC HEARINGS

5.1 Adopt a Mitigated Negative Declaration and Approve the Project titled The Village at 2092 Oakley Road Subdivision 9634 (GPA 01-22, RZ 03-22, FDP 01-22, TM 04-22, DR 07-22) Request for approval of a General Plan Amendment, Rezone, Final Development Plan, Tentative Map, and Design Review for a 9.99-acre, 83-unit single family residential subdivision project. APN 037-110-031 (Ken Strelo, Planning Manager)

California Environmental Quality Act determination: Recommend that the City Council adopt a Negative Declaration finding the proposed project will not have a significant adverse impact on the environment.

Planning Manager Ken Strelo presented the staff report and provided a PowerPoint presentation. Two handouts were provided to the Council and made available in the public binder and on the City's website: a letter from David Koch on behalf of client Eagle City, Inc. and a letter from Richard Manning, legal counsel representing Eagle City, Inc. Mr. Strelo shared responses to the letters.

Ralph Strauss, President of SDG Architects, provided a PowerPoint presentation to the Council. Staff confirmed for Mr. Strauss that he had 10 minutes and the applicant presented from 7:11pm-7:17pm. The applicant stated that they agree with the conditions of approval.

Dr. Fuller commented that the project is lovely; it fits in with the intent of what the Council approved. He inquired if staff had spoken with Eagle City and what was the final summary.

Mr. Strelo shared that staff met with the manager and owner in person with the applicant and the Oakley Road improvements and other items that were covered in the letters and responses provided, and drainage were topics which he believes a solution has been worked out and is in the preliminary design plans. He added that he does not think that Eagle City is against the development; it is his understanding they want the details worked out.

Dr. Fuller inquired if Eagle City will not see drainage until there are entitlements.

Mr. Strelo mentioned there are preliminary drawings. He explained that if the applicant and engineer are willing to release plans to Eagle City or gives the City permission to release, staff believes the plans meet the City's ordinance and the project can hold a 100-year storm in the event drainage is clogged downstream for more than 24-hours which is more than adequate drainage, and the City would have the right to inspect and recover costs, if necessary.

Dr. Fuller mentioned the City can step in if there is a situation but would like to know the process if the HOA cannot or will not remedy flooding.

Mr. Strelo mentioned that would be an event beyond what this is being designed for; there would be a breach of a flood wall, it would be more than a 100-year storm, and that would likely result in flooding throughout the City.

Dr. Fuller mentioned if the drainage system fails, Eagle City may first have to go to the HOA then to the City, which may result in an extended period of time for remedy. He mentioned if something went wrong, he is not sure whether the HOA could afford to remedy it easily.

Mayor Williams mentioned she has concern regarding the sales price with these homes having smaller floor plans and lots and she wants to ensure their affordability for Oakley's average income. She mentioned the applicant thought the homes would be in the $600k range a couple of years ago. She inquired if that is still the price point.

Owen Poole, co-applicant, responded that it is hard to say as they completed a financial analysis and are in the process of vetting the improvement cost. He mentioned Oakley Road and Main Street improvements are approximately $1.2 million and while they will target the project to be as affordable as possible, they are checking the hard cost which is approximately $110/sq. ft. to go vertical. He addressed the concern regarding drainage, explaining that he has lived in an HOA since the late 1980s, consisting of 14 homes, and there are certain things in his HOA budgets that never move: a reserve for paving and insurance. He mentioned that with this project and drainage there will be a recorded operations and maintenance agreement, recorded before recordation of a final map, and it runs with the property, which will be the first item of budget with the HOA. He mentioned a blanket easement over all the roads will allow step-in rights for the City for emergency services at all times. He commented that he would find it amazing if someone said drainage was eliminated from the HOA budget.

Mayor Williams commented that the applicant previously addressed the commercial viability of the space. She inquired if they have continued to try and market it for commercial uses.

Mr. Poole mentioned they have not because the financial market for commercial is difficult with interest rates.

Mayor Williams inquired how ingress/egress will be different for residential than commercial.

Mr. Poole explained that residential trip generation is far lower than commercial use which provides constant ingress and egress.

Mayor Williams opened the public hearing.

Public Comment

Peter Canepa, managing family member of Eagle City, mentioned his family has owned and managed Eagle City for 62 years. He mentioned it is a nice development and Ken mentioned most of his concerns; however, it is the drainage he is concerned with. He mentioned he couldn't figure it out on the plans so he hired his own engineer who indicated the project site is immediately upslope from Eagle City, there is highly porous soil covering the entire site into which the soil absorbs without running off the site, the project will cover nearly all the existing soil with pavement and other surfaces and will greatly increase storm water runoff, since the project slopes toward Eagle City, it will be important for storm water facilities to be designed and constructed to capture and convey storm water runoff to downstream stormwater facilities, and they approve and support condition of approval # 66. He requested his engineer be provided with all drainage improvement designs as soon as available and requested City staff keep him informed and provide supporting documents as soon as they are available.

Mayor Williams closed the public hearing.

Councilmember Meadows mentioned he will repeat what he said 2 years ago; he agrees this is not the best site for commercial; it is a tough site; and he also said he didn't like the project and still doesn't, so he won't be voting for it.

Dr. Fuller commented that he mentioned earlier that he can understand Eagle City's concern, having driven by it; it is farm country, soil is porous for rainwater and keeps it from running everywhere and now they are going to pave it. He mentioned he appreciates Mr. Poole speaking about the HOA and insurance and he hopes the HOA not only has reserve but insurance because if flooded, it will be a tough position to be in as there are mobile homes, lots are small, and it won't take much to flood. He mentioned he is satisfied every step has been taken to use that portion of property to the best advantage of the people in the city and they have given considerable thought about drainage. He mentioned it would be nice if the civil engineer for Eagle City can look at the plans before they go forward to alleviate some angst.

Councilmember Meadows commented that he thinks they agree with that.

Vice Mayor Shaw mentioned affordability at $600k, if starting price, for smaller square footage, will price people out for what she was hoping would provide another kind of housing. She mentioned it is not perfect but will ask them to crunch numbers. She mentioned affordability is important and these will be starter homes which will be hard at a higher rate.

Mayor Williams mentioned she is having a hard time with that as well. She explained that a couple of Council meetings ago, she shared the average median income for residents who can afford $500k homes and it won't be current Oakley people to purchase these; it will price out residents; it will be people from out of Oakley coming in to buy. She mentioned she likes the design aspect but is having a hard time knowing the project will not be something residents can afford.

It was moved by Dr. Fuller and seconded by Vice Mayor Shaw to adopt the mitigated negative declaration and approve the project as conditioned. AYES: Fuller, Henderson, Shaw. NOES: Meadows, Williams. Approved (3-2).

6) REGULAR CALENDAR

None.

7) REPORTS

7.1 CITY MANAGER
(a) City Manager
(b) Business License Update
(c) Commercial and Industrial Development Project Update

(a) City Manager Joshua McMurray mentioned with the cyber-attack the City has been dealing with the past few weeks, the City is back to business as usual with all services fully restored. He mentioned there will be a resolution on March 26 to end the emergency and close the emergency operations center, staff is actively taking steps to have the network and systems as secure as humanly possible, and it will involve ongoing monitoring and staff will have more to report at a future date.

(b) Mr. McMurray attached the update to the agenda.

(c) Mr. McMurray discussed (1) the Oakley Shops at Laurel Fields (Safeway at the NE corner of Laurel Road and O'Hara Avenue) and showed a rendering of the shops. He mentioned it is going through the review process; like every project, the object is to try and expedite the process, so staff plans to bring the item to the Planning Commission in June for approval. He also discussed (2) the Bridgehead Industrial project at the west end of the City, showed a rendering of the buildings, and explained they expect a 6-10 year build out (no users at this time), (3) the Delta Pointe Plaza of which he shared plans, which involves creating the first vertical mixed-use space that will add to the Downtown, and (4) the Live Oak Industrial Park Project (industrial flex spaces) of which he shared a rendering, that will go to the Planning Commission in the next couple of months and then to the Council for final approval.

Mayor Williams mentioned Safeway spurred excitement. She inquired if there is any update on forward momentum for grocery for East Cypress.

Mr. McMurray explained there is no update; it is privately owned and when it was presented, it was indicated that the gas station, car wash and convenience store would be built first. He mentioned he believes the plans are in a state where the City could issue the permit, but nothing has been issued yet. He mentioned residents in that area want to see different uses in that proposed center and the City does its best to attract retailers; however, retailers have specific requirements that must check boxes for them to come; they are in the business of making money to hit a grand slam, not just hit a home run. He explained that the City can't make it happen, that is not the reality; however, they are actively marketing the site and speaking with retailers and property owners, but he does not have an update on anyone the owners are talking to.

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

Dr. Fuller reported he attended a Diablo Water District (DWD) special meeting at the end of February where co-governance with Randall Bold Water Treatment Plant was discussed, and DWD has a strong case in that Oakley has the lowest rates in the County for water; however DWD still has capital investment it needs to maintain to deliver water, Oakley needs to improve it water quality in that it can be softer, and there is an aquafer beneath us providing a groundwater option. He mentioned there is pressure from the state to come together and putting the facilities together would help alleviate some of the capital investment, labor costs and other items proposed; however, the Randall Bold Water Treatment Plant politely declined. He also reported that AB 1657 is out of committee with some amendments and the State will continue to retain the ability to govern locally and modify RHNA numbers. He added that Jesse Arreguin is now in the State Senate and both he and Buffy Wicks are unhappy with their RHNA numbers in the west side which comes back here. He mentioned there is a BAHFA meeting March 13 at noon and the following Friday, a Bay Area regional collaboration with MTC, ABAG, BAHFA--about 5 or 6 organizations in it. He commented that it is going to be nice to say that Safeway is coming when people ask when we are going to get a Safeway.

Vice Mayor Shaw reported that she attended a Tri-Delta meeting on February 28, and Mayor Williams was unable to make it so she will report in detail: Tri-Delta is working on pairing paratransit with clipper cards starting with a pilot program in San Francisco in 2025 and hope that Tri-Delta will be late 2025-early 2026, the summer youth pass program was approved for June 1-Aug 31 for ages 15-17—they can purchase a pass for $30 and it is valid on all fixed route and express buses but not valid on paratransit or Tri MyRide, and in 2023, Tri-Delta had the highest purchased passes of all the organizations that participate. She mentioned that Tri-Delta is working on increasing ridership and will do a comprehensive operational analysis (COA) to ensure they are

meeting rider needs; the last COA was done in 2020 but was more focused on the Oakley park n ride whereas this will be a full review. She also reported she attended a CalCities East Bay Division meeting on February 29 with Assemblymember Lori Wilson and will meet with her later this month. She also reported that the City, Rotary, School District and other sponsors hosted an event on March 6 for Girls Empowerment Day for the middle schools and later that night she was honored to host the Chamber mixer with Police Chief Beard as a guest, along with Scott Wannamaker from ECCFPD, and a representative from the Sheriff's Office; they discussed how to recruit more women in law enforcement and provided information for local businesses how to stay safe. She mentioned she was a judge on March 9 for Oakley's Got Talent, an honor, but difficult.

Councilmember Henderson reported he attended the Ironhouse Sanitary District meeting on March 5.

Mayor Williams commented that the Chamber mixer was really good, it was packed, and Chief Beard gave good tips for businesses. She reported that she also attended the CalCities' meeting and is excited about an upcoming meeting with Lori Wilson's Office. She shared that she was also a judge at Oakley's Got Talent and she didn't like making children cry so maybe there is a way to revamp it next year. She also reported she attended the Mayors' Conference and there was a presentation from the Northern California College Promise Coalition and shared that there is a program, CalKids, a college savings account program that gives kids meeting specific eligibility requirements a jump to save for college or career training, with $1,500 to start in the savings account. She mentioned there was also a presentation from Richmond Promise, founded by the City of Richmond but operating as a 501(c). She mentioned they also discussed city selection for appointments to DPC (applications due by March 19), and with MTC-SB 925-transportation legislation to be introduced in 2026, to address fiscal needs of BART, MUNI, etc. She mentioned they also received a report regarding the Air District lawsuit against refineries which indicated there is a backlog of fines and required improvements to reduce emissions. She also reported that East Bay Regional Parks District will provide a presentation on March 16 regarding women botanists throughout history. She mentioned it looks like all 15 of Senator DeSaulnier's community project fundings will pass of which Oakley is a recipient of one. She also mentioned CalCities' webinar on 2100 bills that will be introduced this cycle can be viewed on their website. She shared that a speaker mentioned there is free RV wastewater disposal at Imhoff Drive and Solano Drive. She also reported that she had the opportunity to get together with the other Mayors and City Managers of Pittsburg, Antioch and Brentwood and she is happy to have that collaboration.

(b) Requests for Future Agendas

Vice Mayor Shaw mentioned it is not time sensitive, but during the Governance meeting, it was mentioned that a joint meeting of the City Council and Planning Commission could be held so she would like to request it. It was supported by Mayor Williams.

Dr. Fuller asked if Vice Mayor Shaw could summarize the intent of the meeting.

Vice Mayor Shaw mentioned it may help to have a joint meeting possibly this summer with the Planning Commission to get an idea of what the City Council is looking for and for the Council to understand how Planning Commissioners are feeling about the Planning Commission. She mentioned it was brought up during the Governance meeting as a suggestion.

8) WORK SESSIONS

None.

9) CLOSED SESSION

None.

10) ADJOURN

There being no further business, the meeting was adjourned at 7:58 p.m.

Respectively Submitted,

Libby Vreonis
City Clerk

ORDINANCE NO. 6-24

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF OAKLEY APPROVING A REZONE TO REZONE A 9.99-ACRE SITE FROM C (GENERAL COMMERCIAL) DISTRICT TO P-1 (PLANNED UNIT DEVELOPMENT) DISTRICT FOR THE PROJECT KNOWN AS 2092 THE VILLAGE AT OAKLEY ROAD SUBDIVISION 9634 (RZ 03-22) APN 037-110-031

FINDINGS

WHEREAS, on September 20, 2022, Owen Poole and Dan Cosgrove ("Applicant") filed an application requesting approval of the following entitlements ("Project"):

- General Plan Amendment (GPA 01-22) to redesignate 9.99 acres from Commercial (CO) to Residential Medium (RM);
- Rezone (RZ 03-22) of 9.99 acres from C (General Commercial) District to P-1 (Planned Unit Development) District;
- Final Development Plan (FDP 02-22) for development of the 9.99 acres site;
- Tentative Map (TM 04-22) to subdivide 9.99 acres into 83 single family residential lots, additional on-site parking, a toddler park, community gathering areas, and other improvements;
- Design Review (DR 07-22) for floor plans and architecture of three home types with three elevations and three color schemes, and landscaping and other improvements throughout the project; and

WHEREAS, the proposed homes consist of three two two-story house plans each with three elevations. Floor plans range from 1,848 to 2,236 square feet of livable area; and

WHEREAS, the project site is located at 2092 Oakley Road Avenue and is zoned C (General Commercial) District. (APN: 037-110-031); and

WHEREAS, the proposal complies with the requirements of the rezoning application requirements of Section 2.4.012 (a) of the Oakley Municipal Code; and

WHEREAS, pursuant to the requirements of the California Environmental Quality Act ("CEQA"), the City prepared a Draft Initial Study/Mitigated Negative Declaration ("IS/MND"). The Notice of Intent ("NOI") to Adopt an MND and IS was circulated for public review and comment from November 16, 2023 to December 18, 2023. It was filed with the County Clerk and Governor's Office of Planning and Research ("OPR"), emailed or mailed out to over 60 public agencies and parties requesting such notice, and posted in the same manner as a Notice of Public hearing, which is at locations throughout the City and at the project site; and

WHEREAS, on February 6, 2024, the Planning Commission held a duly noticed public hearing on the project at which it received a report from City Staff, oral and written testimony from the public, and deliberated on the project. At the conclusion of its deliberations, the Planning Commission held a vote and adopted Planning Commission Resolution No. 2-24 recommending the City Council approve the project, as revised by the Planning Commission during its deliberations; and

WHEREAS, the Applicant submitted revised plans consistent with Planning Commission Resolution No. 2-24; and

WHEREAS, on or before March 1, 2024, the Notice of Public Hearing for the Project was duly noticed in the Contra Costa Times, a newspaper of general distribution, was posted at the Project site, at Oakley City Hall located at 3231 Main Street, outside the gym at Delta Vista Middle School located at 4901 Frank Hengel Way, and outside the library at Freedom High School located at 1050 Neroly Road, was posted to the City's website, and was mailed out to all owners of property within a 500-foot radius of the project's boundaries, to parties requesting such notice, and to outside agencies; and

WHEREAS, on March 12, 2024, the City Council opened the public hearing at which it received a report from City Staff, oral and written testimony from the public, and deliberated on the project. At the conclusion of its deliberations, the City Council took a vote and adopted this resolution adopting the CEQA MND and approving the project, as conditioned; and

WHEREAS, on March 12, 2024, the City Council adopted the Project's CEQA IS/MND in conjunction with approval of the proposed Final Development Plan (FDP 02-22), Tentative Map (TM 04-22), and Design Review (DR 07-22).

The City Council of the City of Oakley does ordain as follows:

SECTION 1. Findings

A. Pursuant to Section 2.4.012 of the Oakley Municipal Code, the City Council of the City of Oakley hereby finds and determines as follows:

1. The change proposed will comply with the General Plan in that the proposed rezone from C District to P-1 District will not result in a use or density that is not in line with the underlying General Plan Land Use Designation of Residential Medium (RM); and

2. The uses authorized or proposed in the land use district are compatible within the district and to uses authorized in adjacent districts in that the residential density will be similar to residential densities in the general vicinity and the project has been designed in order to reduce conflicts with nearby commercial land uses; and

3. Community need, but not necessarily future financial success, has been demonstrated for the use proposed in that the project will result in the construction of additional housing units, which is necessary to meet demand in the community since the City of Oakley falls under the jurisdiction of the Association of Bay Area Governments (ABAG), and ABAG uses a predominately demographic formula to allocate the regional housing needs among the incorporated cities and unincorporated county. This process results in a Regional Housing Needs Assessment (RHNA) and the number reflected in that assessment becomes part the City of Oakley's estimated housing needs. The development of this project will help the City meet its regional fair share housing goal.

B. Pursuant to Section 9.1.1002 of the Oakley Municipal Code, the City Council of the City of Oakley hereby finds and determines as follows:

1. The Applicant intends for the start of construction within two (2) years from the effective date of zoning change and plan approval in that, whether the Applicant acts as developer or broker, construction within two years is reasonable depending on market conditions;

2. The proposed Planned Unit Development is consistent with the City of Oakley General Plan in that the density and type of development is consistent with the RM General Plan Land use Designation;

3. The project will constitute a residential environment of sustained desirability and stability, and will be in harmony with the character of the surrounding neighborhood in that:

   a. The project and integrates pedestrian connectivity to Main Street and nearby commercial developments;

   b. Vehicular transportation will have almost immediate access to major arterials such as Empire Avenue and Main Street;

   c. The type of development is expected to be desirable in that it includes a variety of homes sizes on smaller lots with an HOA which can appeal to those less interested in large private yards that require maintenance and that may value nearby access to public transportation and walkable amenities;

   d. The other HOA amenities such as the park and public gathering areas are additional attractions for the project; and

4. The development will be a harmonious and integrated plan that includes exceptions from the normal application of the Oakley Municipal Code due to the number and size of amenities usually found in larger subdivisions, such as a park, public gathering areas, and pedestrian-only entries to front

porches. The P-1 District is justified to allow for project-specific development regulations in order to design a feasible project within the allowable range of the General Plan Land Use Designation of RM.

SECTION 2. Property Defined and Rezoned

A. 9.99 acres of real property located at 2092 Oakley Road, Oakley, CA 94561 (APN 037-110-031).

SECTION 3. California Environmental Quality Act (CEQA) Finding

Pursuant to California State Law, an Initial Study was conducted by the Planning Division to evaluate the potential effects of this project upon the environment. The Initial Study analysis found there were no potentially significant impacts, and therefore a Mitigated Negative Declaration was prepared. Based upon the findings contained in the Initial Study it has been determined that this project will not have a significant impact upon the environment.

SECTION 4. Severability

If any provision of this ordinance or the application thereof to any person or circumstance is held invalid, the remainder of the ordinance, including the application of such part or provision to other persons or circumstances shall not be affected thereby and shall continue in full force and effect. To this end, the provisions of this ordinance are severable. The City Council hereby declares that it would have passed each section, subsection, subdivision, paragraph, sentence, clause, or phrase thereof, irrespective of the fact that any one or more sections, subsections, subdivisions, paragraphs, sentences, clauses or phrases may be held unconstitutional, invalid or unenforceable.

SECTION 5. Effective Date and Posting

This ordinance shall take effect and be in force thirty (30) days from and after the date of its passage. The City Clerk shall cause the ordinance to be published within fifteen (15) days after its passage in a newspaper of general circulation, or by publishing a summary of the proposed ordinance, posting a certified copy of the proposed office in the City Clerk's Office at least five (5) days prior to the City Council meeting at which the ordinance is to be adopted, and within fifteen (15) days after its adoption, publishing a summary of the ordinance with the names of the Council Members voting for and against the ordinance.

PASSED AND ADOPTED by the City Council of the City of Oakley this 26th day of March 2024 by the following vote:

AYES: Fuller, Henderson, Meadows, Shaw, Williams
NOES:
ABSTENTIONS:
ABSENT:

APPROVED:

_____
Anissa Williams, Mayor

ATTEST:

_____ _____
Libby Vreonis, City Clerk Date

DATE: March 26, 2024

Approved and Forwarded to the City Council

TO: Joshua McMurray, City Manager

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

SUBJECT: Ratify Election: Adopt Ordinance No. 2-24 Authorizing the Levy of a Special Tax on Parcels of Land within Tax Area Zone 189 within the Oakley Special Police Tax Area for Police Protection Services for the Machado Lane project (Subdivision 9615) located west of Machado Lane and south of East Cypress Road (APNs 033-190-003-5 and 033-190-004-3)

Background and Analysis

On February 7, 2023, the City Council approved a vesting tentative map with certain Conditions of Approval for the proposed Machado Lane project (Subdivision 9615) (the "Project"). The Project is designated as Residential Low (RL) in the Oakley 2020 General Plan and zoned P-1 (Planned Unit Development) on the City of Oakley Zoning Map. The Project is currently comprised of APNs 033-190-003-5 and 033-190-004-3, which is expected to be subdivided into 76 single-family residential units at build-out.

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

On February 13, 2024, the City Council introduced Ordinance No. 2-24 which would authorize a special tax for police services within Zone 189 subject to property owner voter approval. On March 18, 2024, the City Clerk conducted the property owner election. There was one (1) ballot issued to the property owner representing Machado Lane. The City Clerk tabulated the property owner ballot, and the property owner was in favor of annexing into the Oakley Special Police Tax Area as Zone 189.

Consistency with the Oakley Strategic Plan 27+

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

Fiscal Impact

There will be no financial impact to the City's General Fund. The applicant has funded all costs associated with the annexation of Zone 189 to the Oakley Special Police Tax Area. The FY 2023-24 special tax rate for Single Family Residence (1 res., 1 site) parcel is $1,282.30/parcel (FY 2023-24 rates). Therefore, successful creation of the Zone is expected to provide up to $97,454.80 (in FY 2023-24 dollars) in revenue annually at build-out. The taxes can be collected on the property tax rolls commencing in FY 2024-25.

Staff Recommendation

Staff recommends that the City Council ratify the election and adopt Ordinance No. 2-24 authorizing the levy of a special tax on parcels of land within Tax Area Zone 189 within the Oakley Special Police Tax Area for Police Protection Services for the Machado Lane project (Subdivision 9615) located west of Machado Lane and south of East Cypress Road (APNs 033-190-003-5 and 033-190-004-3).

Attachments

1. One (1) Signed Ballot
2. Ordinance No. 2-24
   - Exhibit A – Boundary Map
   - Exhibit B – Rate Schedule

SPECIAL POLICE TAX AREA BALLOT
CREATING ZONE 189 FOR THE MACHADO LANE (SD 9615) PROJECT
LOCATED WEST OF MACHADO LANE AND SOUTH OF EAST CYPRESS ROAD

Parcel Description: Assessor Parcel Numbers 033-190-003-5 and 033-190-004-3

Record Owner: Meritage Homes of California, Inc.

Address: E Cypress Road

Shall Ordinance No. 02-24 of the City Council of the City of Oakley be approved so as to authorize a special tax on property located in Zone 189 of the Oakley Special Police Tax Area to maintain the present level of police protection service and provide additional funding for increased police protection service? The initial annual special tax rate for County use code 11 (Single Family Residence – 1 res., 1 site) is $1,282.30 per parcel and $641.15 per vacant parcel per the current FY 2023-24 rate schedule. I also acknowledge that the tax rate can be adjusted annually as described in Ordinance No. 02-24.

X Yes, Ordinance No. 02-24 shall be approved.

_____ No, Ordinance No. 02-24 shall not be approved.



Signature of Authorized Representative for Meritage Homes of California, Inc.

KEVIN WILSON

Printed Name

FORWARD PLANNING MANAGER

Title

ORDINANCE NO. 2-24

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF OAKLEY ESTABLISHING OAKLEY SPECIAL POLICE TAX AREA ZONE 189 WITHIN THE OAKLEY SPECIAL POLICE TAX AREA FOR A SPECIAL TAX FOR POLICE PROTECTION SERVICES FOR THE MACHADO LANE PROJECT (SUBDIVISION 9615) LOCATED WEST OF MACHADO LANE AND SOUTH OF EAST CYPRESS ROAD (APNs 033-190-003-5 and 033-190-004-3)

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

Section 1. Purpose, Intent and Authority.

It is the purpose and intent of this Ordinance to authorize the levy of a special tax on real property that is within Oakley Special Police Tax Area Zone 189 of the Oakley Special Police Tax Area as shown on the Exhibit A map attached hereto in order to provide funding for police protection to serve the property and persons within said Zone.

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

The revenues raised by this tax are to be used solely for the purposes of obtaining, furnishing, operating, and maintaining police protection equipment or apparatus, for paying the salaries and benefits of police protection personnel, and for such other police protection service expenses as are deemed necessary for the benefit of the residents of Zone 189.

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

Section 2. Definitions.

The following definitions shall apply throughout this Ordinance.

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

amount of tax per parcel as specified in Section 3.A herein. The adjustments from actual to constant dollars shall be made by use of the actual cost of services, as specified in Section 3.B herein.

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

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

D. Oakley Special Police Tax Area Zone 189 (hereinafter called "Zone") means that portion of the incorporated area of the City of Oakley located within the boundaries as shown on the map Exhibit A hereto.

E. "Parcel" means the land and any improvements thereon, designated by an assessor's parcel map and parcel number and carried on the secured property tax roll of Contra Costa County. For the purposes of this Ordinance, parcel does not include any land or improvements outside the boundaries of Zone 189, nor any land or improvements owned by any governmental entity.

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

Section 3. Amount and Level of Taxes.

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

A. For First Fiscal Year:

The tax per year for the first fiscal year (July 1, 2023 through June 30, 2024) shall be the amount of Tax Per Parcel for a Property Use Code Category as set forth on Exhibit B hereto. If any new development, including new residential units, is completed prior to the tax being effective for the first fiscal year, the owner of the Parcel, as shown on the latest assessment roll, shall pay the tax for the remainder of such fiscal year on a pro-rated basis to the City, no later than receipt of Certificate of Occupancy or final building permit inspection.

B. For Subsequent Fiscal Year:

The tax rates shown in Exhibit B shall be automatically adjusted on July 1 of each year, beginning on July 1, 2024, by the increase in the Consumer Price Index for all Urban Consumers for the San Francisco-Oakland Bay Area and applying that rate to the prior year amounts for each property use code category. However, the City Council reserves the right to itself the opportunity to adjust the rate in the following year if the CPI adjustment is insufficient to reimburse the City for the costs of providing levels of police services as approved by the City Council.

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

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

Section 4. Collection and Administration.

A. Taxes as Liens Against the Property.

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

B. Collection.

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

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

C. Costs of Administration by County.

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

Section 5. Severability Clause.

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

Section 6. Effective Date and Posting.

This Ordinance shall take effect immediately upon its confirmation by two-thirds of the voters voting within the Zone in an election to be held on March 18, 2024, so that taxes shall first be collected hereunder for the tax year beginning July 1, 2024. If not confirmed by two-thirds of the voters participating in the election, this Ordinance and the tax approved herein shall not become effective.

PASSED AND ADOPTED by the City Council of the City of Oakley this 26th day of March 2024 by the following vote:

AYES:
NOES:
ABSTENTION:
ABSENT:

APPROVED:

_____
Anissa Williams, Mayor

ATTEST:

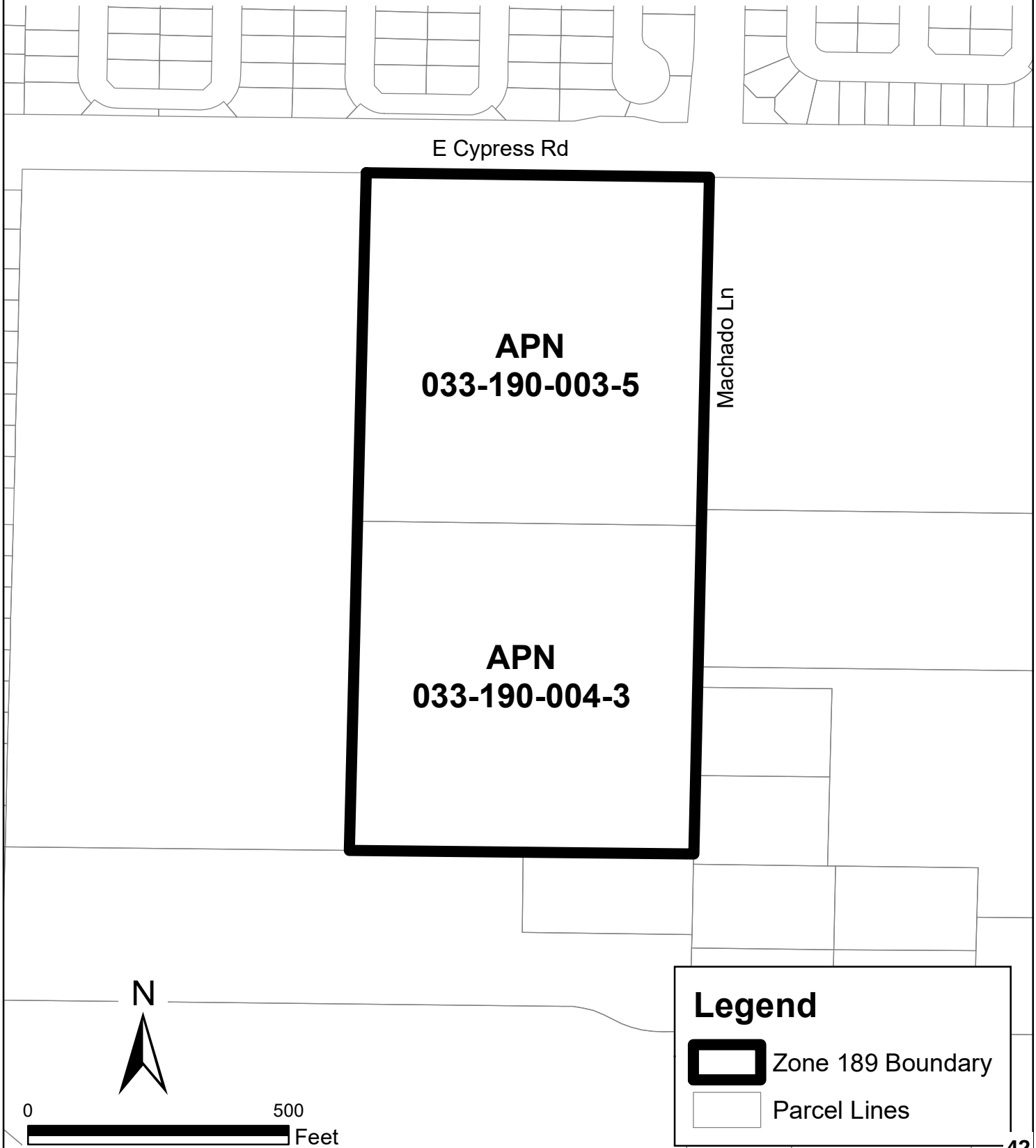
_____
Libby Vreonis, City Clerk

_____
Date

EXHIBIT A - BOUNDARY MAP

CITY OF OAKLEY SPECIAL POLICE TAX AREA (P-6) ZONE 189

CITY OF OAKLEY
COUNTY OF CONTRA COSTA, STATE OF CALIFORNIA
MACHADO LANE (SUBDIVISION 9615)



CITY OF OAKLEY SCHEDULE FOR POLICE SERVICE TAX
FOR FISCAL YEAR 2023/2024

PROPERTY USE CODE CATEGORY	DESCRIPTION	FY22/23 TAX PER PARCEL	FY23/24 TAX PER PARCEL
11	Single Family Residence – 1res., 1 site	$1,230.73	$1,282.30
12	Single Family Residence – 1 res., 2 or more sites	$1,230.73	$1,282.30
13	Single Family Residence – 2 res., on 1 or more sites	$1,969.17	$2,051.68
14	Single Family Residence – other than single fam. Land	$1,230.73	$1,282.30
15	Misc. Improvements – 1 site	$1,230.73	$1,282.30
16	Misc. Improvements – 2 or more sites	$1,230.73	$1,282.30
17	Vacant – 1 site	$615.37	$641.15
18	Vacant – 2 or more sites	$615.37	$641.15
19	Single Family Residence – Det. W/common area	$1,230.73	$1,282.30
20	Vacant – Multiple	$615.37	$641.15
21	Duplex	$1,969.17	$2,051.68
22	Triplex	$2,953.75	$3,077.52
23	Fourplex	$3,938.34	$4,103.36
24	Combinations	$1,230.73	$1,282.30
25	Apartments (5 –12 Units)	$4,922.92	$5,129.20
26	Apartments (13 – 24 Units)	$12,799.59	$13,335.92
27	Apartments (25 – 59 Units)	$24,614.60	$25,646.00
28	Apartments (60+ units)	$59,075.04	$61,550.40
29	Attached PUDs: Cluster Homes, Condos, etc.	$1,230.73	$1,282.30
30	Vacant – Commercial	$615.37	$641.15
31	Commercial Stores – Not Supermarkets	$2,461.46	$2,564.60
32	Small Grocery Stores – (7-11, etc.)	$3,692.19	$3,846.90
33	Office Buildings	$2,461.46	$2,564.60
34	Medical, Dental	$2,461.46	$2,564.60
35	Service Stations, Car Wash	$2,461.46	$2,564.60
36	Garages	$2,461.46	$2,564.60
37	Community Facilities (Recreational, etc.)	$4,922.92	$5,129.20
38	Golf Courses	$2,461.46	$2,564.60
39	Bowling Alleys	$1,230.73	$1,282.30
40	Boat Harbors	$3,076.83	$3,205.75
41	Supermarkets – (not shopping centers)	$3,692.19	$3,846.90
42	Shopping Centers	$4,922.92	$5,129.20
43	Financial Buildings – (Ins., Title, Banks, S&L)	$1,230.73	$1,282.30
44	Motels, Hotels & Mobile Home Parks	$6,153.65	$6,411.50
45	Theaters	$2,769.14	$2,885.18
46	Drive-in Restaurants	$1,846.10	$1,923.45
47	Restaurants	$1,846.10	$1,923.45
48	Multiple & Commercial	$1,846.10	$1,923.45
49	New Car Agencies	$1,846.10	$1,923.45
50	Vacant Land (not part of Ind. Park or P. & D.)	$461.52	$480.86
51	Industrial Park	$3,692.19	$3,846.90
52	Research & Development	$1,846.10	$1,923.45
53	Light Industrial	$1,846.10	$1,923.45
54	Heavy Industrial	$1,846.10	$1,923.45
55	Mini Warehouses (public storage)	$3,692.19	$3,846.90
56	Misc. Improvements	$3,692.19	$3,846.90
61	Rural, Res., Improvement 1A-10A	$923.05	$961.73
62	Rural, w/or w/o structure 1A-10A	$923.05	$961.73
70	Convalescent Hospitals / Rest Homes	$1,846.10	$1,923.45
73	Hospitals	$1,846.10	$1,923.45
74	Cemeteries / Mortuaries	$1,846.10	$1,923.45
75	Fraternal & Service Organizations	$1,846.10	$1,923.45
76	Retirement Housing Complex	$6,153.65	$6,411.50
78	Parks & Playgrounds	$3,692.19	$3,846.90
85	Public & Private Parking	$1,846.10	$1,923.45
87	Common Area	$1,846.10	$1,923.45
88	Mobile Homes	$923.05	$961.73
89	Other (split parcels in different tax code areas)	$923.05	$961.73
99	Homeowner's Association Owned Common Areas	$738.44	$769.38

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

CALCULATION OF COST OF LIVING INCREASE	
Percent increase from FY 2022-23 in the San Francisco-Oakland-Bay Area Consumer Price Index for all Urban Consumers.	4.19%

DATE: March 26, 2024

TO: Joshua McMurray, City Manager

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

Approved and Forwarded to the City Council

SUBJECT: Ratify Election: Adopt Ordinance No. 3-24 Authorizing the Levy of a Special Tax on Parcels of Land within Tax Area Zone 190 within the Oakley Special Police Tax Area for Police Protection Services for the Sellers Avenue project (Subdivision 9614) located at 5911 Sellers Avenue (APN 033-150-013-2)

Background and Analysis

On July 11, 2023, the City Council approved a vesting tentative map with certain Conditions of Approval for the proposed Sellers Avenue project (Subdivision 9614) (the "Project"). The Project is designated as Residential Low (RL) in the Oakley 2020 General Plan and zoned P-1 (Planned Unit Development) on the City of Oakley Zoning Map. The Project is currently comprised of APN 033-150-013-2, which is expected to be subdivided into 77 single-family residential units at build-out.

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

On February 13, 2024, the City Council introduced Ordinance No. 3-24 which would authorize a special tax for police services within Zone 190 subject to property owner voter approval. On March 18, 2024, the City Clerk conducted the property owner election. There was one (1) ballot issued to the property owner representing Sellers Avenue. The City Clerk tabulated the property owner ballot, and the property owner was in favor of annexing into the Oakley Special Police Tax Area as Zone 190.

Consistency with the Oakley Strategic Plan 27+

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

Fiscal Impact

There will be no financial impact to the City's General Fund. The applicant has funded all costs associated with the annexation of Zone 190 to the Oakley Special Police Tax Area. The FY 2023-24 special tax rate for Single Family Residence (1 res., 1 site) parcel is $1,282.30/parcel (FY 2023-24 rates). Therefore, successful creation of the Zone is expected to provide up to $98,737.10 (in FY 2023-24 dollars) in revenue annually at build-out. The taxes can be collected on the property tax rolls commencing in FY 2024-25.

Staff Recommendation

Staff recommends that the City Council ratify the election and adopt Ordinance No. 3-24 authorizing the levy of a special tax on parcels of land within Tax Area Zone 190 within the Oakley Special Police Tax Area for Police Protection Services for the Sellers Avenue project (Subdivision 9614) located at 5911 Sellers Avenue (APN 033-150-013-2).

Attachments

1. One (1) Signed Ballot
2. Ordinance No. 3-24

    Exhibit A – Boundary Map for Police Tax Area Zone 190

    Exhibit B – Tax Rate Schedule for Fiscal Year 2023-24

SPECIAL POLICE TAX AREA BALLOT
CREATING ZONE 190 FOR THE SELLERS AVENUE (SD 9614) PROJECT
LOCATED AT 5911 SELLERS AVENUE

Parcel Description: Assessor Parcel Number 033-150-013-2

Record Owner: Meritage Homes of California, Inc.

Address: 5911 Sellers Avenue

Shall Ordinance No. 03-24 of the City Council of the City of Oakley be approved so as to authorize a special tax on property located in Zone 190 of the Oakley Special Police Tax Area to maintain the present level of police protection service and provide additional funding for increased police protection service? The initial annual special tax rate for County use code 11 (Single Family Residence – 1 res., 1 site) is $1,282.30 per parcel and $641.15 per vacant parcel per the current FY 2023-24 rate schedule. I also acknowledge that the tax rate can be adjusted annually as described in Ordinance No. 03-24.

X Yes, Ordinance No. 03-24 shall be approved.

_____ No, Ordinance No. 03-24 shall not be approved.

Signature of Authorized Representative for
Meritage Homes of California, Inc.

KEVIN WILSON
Printed Name

FORWARD PLANNING MANAGER
Title

CITY OF OAKLEY

ORDINANCE NO. 3-24

AN ORDINANCE OF THE CITY OF OAKLEY ESTABLISHING OAKLEY SPECIAL POLICE TAX AREA ZONE 190 WITHIN THE OAKLEY SPECIAL POLICE TAX AREA FOR A SPECIAL TAX FOR POLICE PROTECTION SERVICES FOR THE SELLERS AVENUE PROJECT (SUBDIVISION 9614) LOCATED AT 5911 SELLERS AVENUE (APN 033-150-013-2)

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

Section 1. Purpose, Intent and Authority.

It is the purpose and intent of this Ordinance to authorize the levy of a special tax on real property that is within Oakley Special Police Tax Area Zone 190 of the Oakley Special Police Tax Area as shown on the Exhibit A map attached hereto in order to provide funding for police protection to serve the property and persons within said Zone.

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

The revenues raised by this tax are to be used solely for the purposes of obtaining, furnishing, operating, and maintaining police protection equipment or apparatus, for paying the salaries and benefits of police protection personnel, and for such other police protection service expenses as are deemed necessary for the benefit of the residents of Zone 190.

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

Section 2. Definitions.

The following definitions shall apply throughout this Ordinance.

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

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

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

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

D. Oakley Special Police Tax Area Zone 190 (hereinafter called "Zone") means that portion of the incorporated area of the City of Oakley located within the boundaries as shown on the map Exhibit A hereto.

E. "Parcel" means the land and any improvements thereon, designated by an assessor's parcel map and parcel number and carried on the secured property tax roll of Contra Costa County. For the purposes of this Ordinance, parcel does not include any land or improvements outside the boundaries of Zone 190, nor any land or improvements owned by any governmental entity.

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

Section 3. Amount and Level of Taxes.

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

A. For First Fiscal Year:

The tax per year for the first fiscal year (July 1, 2023 through June 30, 2024) shall be the amount of Tax Per Parcel for a Property Use Code Category as set forth on Exhibit B hereto. If any new development, including new residential units, is completed prior to the tax being effective for the first fiscal year, the owner of the Parcel, as shown on the latest assessment roll, shall pay the tax for the remainder of such fiscal year on a pro-rated basis to the City, no later than receipt of Certificate of Occupancy or final building permit inspection.

B. For Subsequent Fiscal Year:

The tax rates shown in Exhibit B shall be automatically adjusted on July 1 of each year, beginning on July 1, 2024, by the increase in the Consumer Price Index for all Urban Consumers for the San Francisco-Oakland Bay Area and applying that rate to the prior year amounts for each property use code category. However, the City Council reserves the right to itself the opportunity to adjust the rate in the following year if the CPI adjustment is insufficient to reimburse the City for the costs of providing levels of police services as approved by the City Council.

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

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

Section 4. Collection and Administration.

A. Taxes as Liens Against the Property.

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

B. Collection.

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

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

C. Costs of Administration by County.

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

Section 5. Severability Clause.

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

Section 6. Effective Date and Posting.

This Ordinance shall take effect immediately upon its confirmation by two-thirds of the voters voting within the Zone in an election to be held on March 18, 2024, so that taxes shall first be collected hereunder for the tax year beginning July 1, 2024. If not confirmed by two-thirds of the voters participating in the election, this Ordinance and the tax approved herein shall not become effective.

PASSED AND ADOPTED by the City Council of the City of Oakley this 26th day of March 2024, by the following vote:

AYES:
NOES:
ABSTENTION:
ABSENT:

APPROVED:

_____
Anissa Williams, Mayor

ATTEST:

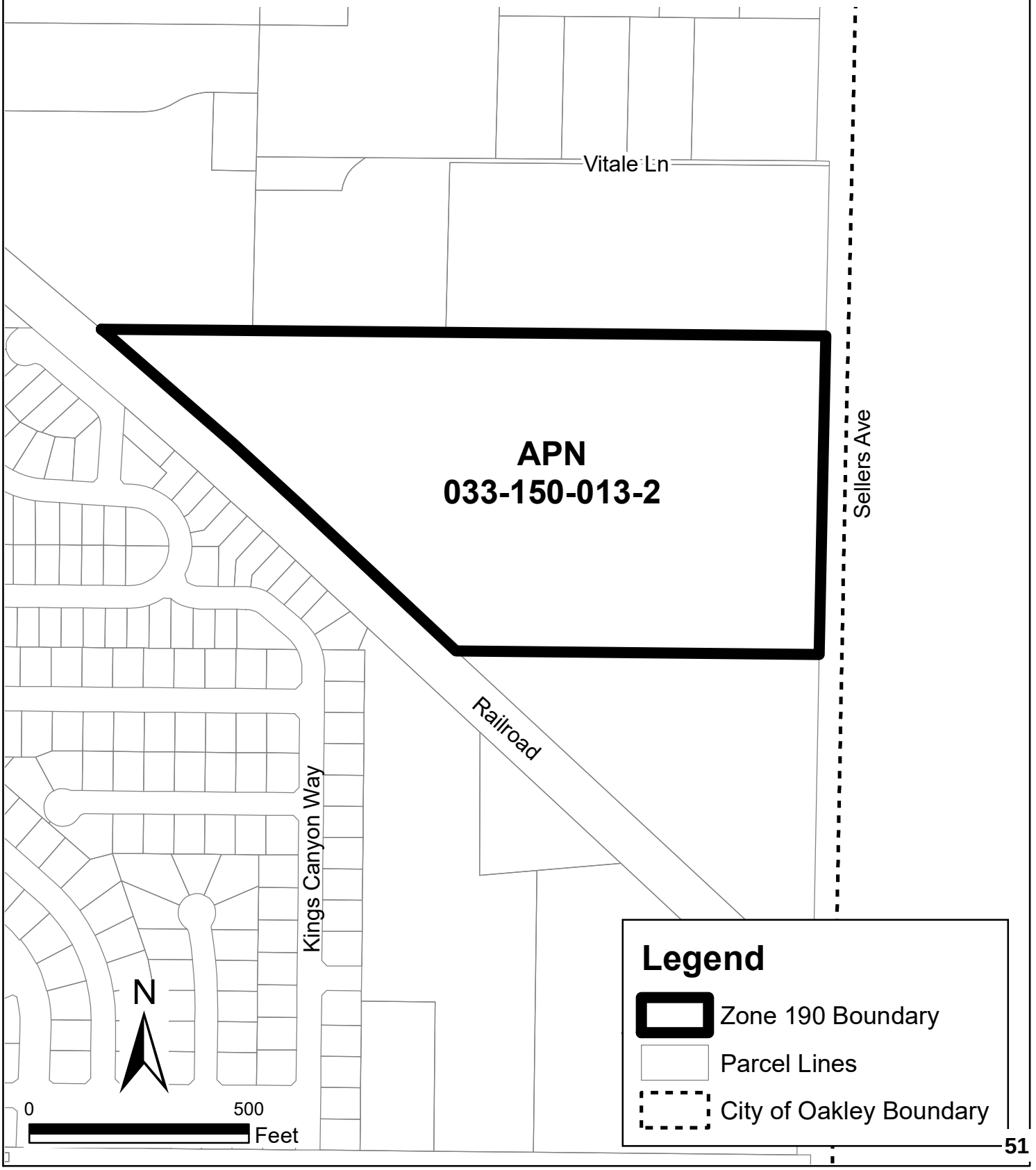
_____
Libby Vreonis, City Clerk

_____
Date

EXHIBIT A - BOUNDARY MAP

CITY OF OAKLEY SPECIAL POLICE TAX AREA (P-6) ZONE 190

CITY OF OAKLEY
COUNTY OF CONTRA COSTA, STATE OF CALIFORNIA
SELLERS AVENUE (SUBDIVISION 9614)



CITY OF OAKLEY SCHEDULE FOR POLICE SERVICE TAX
FOR FISCAL YEAR 2023/2024

PROPERTY USE CODE CATEGORY	DESCRIPTION	FY22/23 TAX PER PARCEL	FY23/24 TAX PER PARCEL
11	Single Family Residence – 1res., 1 site	$1,230.73	$1,282.30
12	Single Family Residence – 1 res., 2 or more sites	$1,230.73	$1,282.30
13	Single Family Residence – 2 res., on 1 or more sites	$1,969.17	$2,051.68
14	Single Family Residence – other than single fam. Land	$1,230.73	$1,282.30
15	Misc. Improvements – 1 site	$1,230.73	$1,282.30
16	Misc. Improvements – 2 or more sites	$1,230.73	$1,282.30
17	Vacant – 1 site	$615.37	$641.15
18	Vacant – 2 or more sites	$615.37	$641.15
19	Single Family Residence – Det. W/common area	$1,230.73	$1,282.30
20	Vacant – Multiple	$615.37	$641.15
21	Duplex	$1,969.17	$2,051.68
22	Triplex	$2,953.75	$3,077.52
23	Fourplex	$3,938.34	$4,103.36
24	Combinations	$1,230.73	$1,282.30
25	Apartments (5 –12 Units)	$4,922.92	$5,129.20
26	Apartments (13 – 24 Units)	$12,799.59	$13,335.92
27	Apartments (25 – 59 Units)	$24,614.60	$25,646.00
28	Apartments (60+ units)	$59,075.04	$61,550.40
29	Attached PUDs: Cluster Homes, Condos, etc.	$1,230.73	$1,282.30
30	Vacant – Commercial	$615.37	$641.15
31	Commercial Stores – Not Supermarkets	$2,461.46	$2,564.60
32	Small Grocery Stores – (7-11, etc.)	$3,692.19	$3,846.90
33	Office Buildings	$2,461.46	$2,564.60
34	Medical, Dental	$2,461.46	$2,564.60
35	Service Stations, Car Wash	$2,461.46	$2,564.60
36	Garages	$2,461.46	$2,564.60
37	Community Facilities (Recreational, etc.)	$4,922.92	$5,129.20
38	Golf Courses	$2,461.46	$2,564.60
39	Bowling Alleys	$1,230.73	$1,282.30
40	Boat Harbors	$3,076.83	$3,205.75
41	Supermarkets – (not shopping centers)	$3,692.19	$3,846.90
42	Shopping Centers	$4,922.92	$5,129.20
43	Financial Buildings – (Ins., Title, Banks, S&L)	$1,230.73	$1,282.30
44	Motels, Hotels & Mobile Home Parks	$6,153.65	$6,411.50
45	Theaters	$2,769.14	$2,885.18
46	Drive-in Restaurants	$1,846.10	$1,923.45
47	Restaurants	$1,846.10	$1,923.45
48	Multiple & Commercial	$1,846.10	$1,923.45
49	New Car Agencies	$1,846.10	$1,923.45
50	Vacant Land (not part of Ind. Park or P. & D.)	$461.52	$480.86
51	Industrial Park	$3,692.19	$3,846.90
52	Research & Development	$1,846.10	$1,923.45
53	Light Industrial	$1,846.10	$1,923.45
54	Heavy Industrial	$1,846.10	$1,923.45
55	Mini Warehouses (public storage)	$3,692.19	$3,846.90
56	Misc. Improvements	$3,692.19	$3,846.90
61	Rural, Res., Improvement 1A-10A	$923.05	$961.73
62	Rural, w/or w/o structure 1A-10A	$923.05	$961.73
70	Convalescent Hospitals / Rest Homes	$1,846.10	$1,923.45
73	Hospitals	$1,846.10	$1,923.45
74	Cemeteries / Mortuaries	$1,846.10	$1,923.45
75	Fraternal & Service Organizations	$1,846.10	$1,923.45
76	Retirement Housing Complex	$6,153.65	$6,411.50
78	Parks & Playgrounds	$3,692.19	$3,846.90
85	Public & Private Parking	$1,846.10	$1,923.45
87	Common Area	$1,846.10	$1,923.45
88	Mobile Homes	$923.05	$961.73
89	Other (split parcels in different tax code areas)	$923.05	$961.73
99	Homeowner's Association Owned Common Areas	$738.44	$769.38

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

CALCULATION OF COST OF LIVING INCREASE	
Percent increase from FY 2022-23 in the San Francisco-Oakland-Bay Area Consumer Price Index for all Urban Consumers.	4.19%

DATE: March 26, 2024

TO: Joshua McMurray, City Manager

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

Approved and Forwarded to the City Council

SUBJECT: Adopt a Resolution Approving Annexation No. 38 (Machado Lane SD 9615) to the City of Oakley Community Facilities District No. 2015-2 (Parks, Streetlight, Landscape and Stormwater Services)

Background and Analysis

On February 7, 2023, the City Council approved a vesting tentative map with certain Conditions of Approval for the proposed project comprised of 76 single-family residential lots. The Machado Lane (SD 9615) project, located west of Machado Lane and south of East Cypress Road, is currently comprised of Assessor's Parcel Numbers 033-190-003-5 and 033-190-004-3.

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

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

Consistency with the Oakley Strategic Plan 27+

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

Fiscal Impact

There will be no financial impact to the City's General Fund. The applicant has funded all costs associated with the annexation of their project to CFD No. 2015-2. The FY 2023-24 special tax rates per single-family parcel are as follows:

FY 2023-24 Maximum Special Tax Rates per Single-Family Parcel	
Special Tax Component	**Maximum Annual Special Tax Rates**
Regional Park Maintenance Tax	$165.16
Community Parks Maintenance Tax	$364.74
Streetlighting Maintenance Tax	$72.01
Neighborhood Parks & Landscape Maintenance Tax	$531.93
Stormwater/Water Quality Maintenance Tax	$27.56
Total	**$1,161.40**

Therefore, successful annexation of the Machado Lane project into CFD 2015-2 could provide up to $88,266 (in FY 2023-24 dollars) in revenue annually when all units are constructed. The taxes will be collected on the property tax rolls commencing in FY 2024-25.

Staff Recommendation

The conditions of approval for Machado Lane (SD 9615) require the property owner to mitigate their project's financial impact on the City's parks, streetlighting, landscape and stormwater service budgets. Staff recommends that the City Council:

1. Adopt a Resolution Approving the Annexation (Annexation No. 38) of Property Located in the Future Annexation Area of the City of Oakley Community Facilities District No. 2015-2 (Parks, Streetlight, Landscape and Stormwater Services)

Attachments

1.Unanimous Approval Form

1. Exhibit A – Description of Services
2. Exhibit B – Cost Estimate
3. Exhibit C – Supplement to the Rate and Method of Apportionment of Special Tax – Tax Zone No. 34

2. Resolution

3. Amended Boundary Map

4. Amendment to Notice of Special Tax Lien

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

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

Annexation No. 38 – Tax Zone No. 34

March 26, 2024

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

Members of the City Council:

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

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

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

3. Approval of Special Tax and the Services. This Unanimous Approval constitutes the unanimous approval and unanimous vote by the Property Owner in favor of the levy of special taxes (the "Special Taxes") on the Property to finance the Services. The Special Taxes will be levied according to the "Supplement to the Rate and Method of Apportionment of Special Tax – Tax Zone No. 34" attached hereto as Exhibit C and

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

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

5. Taxpayer Protection Act. The Taxpayer Protection and Government Accountability Act (the "Taxpayer Protection Act") is a voter initiative that is expected to be on the California general election ballot on November 5, 2024. If passed by the voters, the Taxpayer Protection Act would, among other things, impose a requirement that the title and summary and ballot label or question required for a measure pursuant to the California Elections Code for each measure providing for the imposition of a special tax include (a) the type and amount or rate of the special tax, (b) the duration of the special tax, and (c) the use of the revenue derived from the special tax (the "Ballot Label Requirements"). The Property Owner hereby acknowledges that, notwithstanding that this Unanimous Approval does not constitute a ballot, this Unanimous Approval contains all of the information specified in the Ballot Label Requirements and the Property Owner hereby knowingly, intelligently, voluntarily and irrevocably waives any right the Property Owner may have to protest or challenge the validity of the proceedings pertaining to the annexation of the Property to the CFD, the levy of the Special Taxes on the Property or the approval of the initial appropriations limit for the CFD under the Taxpayer Protection Act.

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

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

8. Due Diligence and Disclosures. The Property Owner agrees to cooperate with the City and its attorneys and consultants and to provide all information and

disclosures required by the City about the Special Taxes to purchasers of the Property or any part of it.

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

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

Assessor's Parcel Nos.: 033-190-003-5 and 033-190-004-3

Acres: 20.00 acres

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

Annexation No. 38 - Tax Zone No. 34

Property Owner

By: MERITAGE HOMES OF CA INC

Name: _____

Title: _____

Notice Address: _____

_____

_____

EXHIBIT A

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

DESCRIPTION OF SERVICES

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

Regional Parks

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

Community Parks

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

Streetlighting

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

Neighborhood Parks & Landscaping

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

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

Stormwater

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

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

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

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

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

EXHIBIT B

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

Cost Estimate
(FY 2023-24 Dollars)

Special Tax Component	FY 2023-24 Special Tax Requirement
Regional Park Maintenance Tax	$12,552
Community Parks Maintenance Tax	$27,720
Streetlighting Maintenance Tax	$5,473
Neighborhood Parks & Landscape Maintenance Tax	$40,427
Stormwater/Water Quality Maintenance Tax	$2,095
Total	**$88,266**

EXHIBIT C

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

SUPPLEMENT TO THE RATE AND METHOD OF APPORTIONMENT OF SPECIAL TAX – TAX ZONE NO. 34

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

Property annexed to City of Oakley Community Facilities District No. 2015-2 (Parks, Streetlight, Landscape and Stormwater Services) pursuant to Annexation No. 38 will be annexed to Tax Zone No. 34 per the Supplement to the Rate and Method of Apportionment of Special Tax shown below.

A. DEFINITIONS

The terms hereinafter set forth have the following meanings:

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

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

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

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

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

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

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

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

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

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

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

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

"City" means the City of Oakley.

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

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

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

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

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

"County" means the County of Contra Costa.

"County Assessor" means the Contra Costa County Assessor.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

B. DATA FOR ANNUAL TAX LEVY

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

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

C. MAXIMUM SPECIAL TAXES

1. Developed Property - The Fiscal Year 2023-24 Maximum Special Tax for each Special Tax Component for all Parcels of Developed Property shall be as shown in Table 1 below:

Table 1: Developed Property

Special Tax Component	Land Use Classification	FY 2023-24 Maximum Tax
Regional Park Maintenance Tax	Single-Family Parcel	$165.16 per Parcel
Regional Park Maintenance Tax	Condominium Parcel	$123.87 per Parcel
Regional Park Maintenance Tax	Multi-Family Parcel	$82.58 per Unit
Regional Park Maintenance Tax	Non-Residential Parcel	$495.49 per Acre
Community Parks Maintenance Tax	Single-Family Parcel	$364.74 per Parcel
Community Parks Maintenance Tax	Condominium Parcel	$273.55 per Parcel
Community Parks Maintenance Tax	Multi-Family Parcel	$182.37 per Unit
Community Parks Maintenance Tax	Non-Residential Parcel	$1,094.21 per Acre
Streetlighting Maintenance Tax	Single-Family Parcel	$72.01 per Parcel
Streetlighting Maintenance Tax	Condominium Parcel	$54.01 per Parcel
Streetlighting Maintenance Tax	Multi-Family Parcel	$36.01 per Unit
Streetlighting Maintenance Tax	Non-Residential Parcel	$216.04 per Acre
Neighborhood Parks & Landscaping Maintenance Tax	Single-Family Parcel	$531.93 per Parcel
Neighborhood Parks & Landscaping Maintenance Tax	Condominium Parcel	$398.95 per Parcel
Neighborhood Parks & Landscaping Maintenance Tax	Multi-Family Parcel	$265.97 per Unit
Neighborhood Parks & Landscaping Maintenance Tax	Non-Residential Parcel - In Compliance	$0.00 per Acre
Neighborhood Parks & Landscaping Maintenance Tax	Non-Residential Parcel - Out of Compliance	$3,457.62 per Acre
Stormwater/Water Quality Maintenance Tax	Single-Family Parcel	$27.56 per Parcel
Stormwater/Water Quality Maintenance Tax	Condominium Parcel	$20.67 per Parcel
Stormwater/Water Quality Maintenance Tax	Multi-Family Parcel	$13.78 per Unit
Stormwater/Water Quality Maintenance Tax	Non-Residential Parcel	$179.14 per Acre

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

2. Undeveloped Property - The Fiscal Year 2023-24 Maximum Special Tax for each Special Tax Component for all Parcels of Undeveloped Property shall be as shown in Table 2 below:

Table 2: Undeveloped Property

Special Tax Component	Land Use Classification	FY 2023-24 Maximum Tax
Regional Park Maintenance Tax	Single-Family Parcel	$495.49 per Acre
Regional Park Maintenance Tax	Condominium Parcel	$371.62 per Acre
Regional Park Maintenance Tax	Multi-Family Parcel	$247.75 per Acre
Regional Park Maintenance Tax	Non-Residential Parcel	$247.75 per Acre
Community Parks Maintenance Tax	Single-Family Parcel	$1,094.21 per Acre
Community Parks Maintenance Tax	Condominium Parcel	$820.66 per Acre
Community Parks Maintenance Tax	Multi-Family Parcel	$547.11 per Acre
Community Parks Maintenance Tax	Non-Residential Parcel	$547.11 per Acre
Streetlighting Maintenance Tax	Single-Family Parcel	$216.04 per Acre
Streetlighting Maintenance Tax	Condominium Parcel	$162.02 per Acre
Streetlighting Maintenance Tax	Multi-Family Parcel	$108.02 per Acre
Streetlighting Maintenance Tax	Non-Residential Parcel	$108.02 per Acre
Neighborhood Parks & Landscaping Maintenance Tax	Single-Family Parcel	$3,457.62 per Acre
Neighborhood Parks & Landscaping Maintenance Tax	Condominium Parcel	$3,457.62 per Acre
Neighborhood Parks & Landscaping Maintenance Tax	Multi-Family Parcel	$3,457.62 per Acre
Neighborhood Parks & Landscaping Maintenance Tax	Non-Residential Parcel - In Compliance	$0.00 per Acre
Neighborhood Parks & Landscaping Maintenance Tax	Non-Residential Parcel - Out of Compliance	$3,457.62 per Acre
Stormwater/Water Quality Maintenance Tax	Single-Family Parcel	$179.14 per Acre
Stormwater/Water Quality Maintenance Tax	Condominium Parcel	$179.14 per Acre
Stormwater/Water Quality Maintenance Tax	Multi-Family Parcel	$179.14 per Acre
Stormwater/Water Quality Maintenance Tax	Non-Residential Parcel	$179.14 per Acre

3. Escalation of Maximum Special Tax

On July 1, 2024, and each July 1 thereafter, the Maximum Special Tax for each Special Tax Component for the current Fiscal Year for Developed Property and Undeveloped Property shall be increased from the Maximum Special Tax for the respective Special Tax Component for the previous Fiscal Year by Consumer Price Index – All Urban Consumers (San Francisco-Oakland-San Jose, CA) (from February) with a minimum annual increase of three (3.00%) percent and a maximum annual increase of five (5.00%) percent for any given year.

D. METHOD OF LEVY AND COLLECTION OF SPECIAL TAXES

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

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

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

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

E. EXEMPTIONS

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

F. INTERPRETATION OF SPECIAL TAX FORMULA

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

G. TERM OF THE SPECIAL TAX

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

H. REPEAL OF THE SPECIAL TAX

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

I. SEVERABILITY

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

RESOLUTION NO. _____

RESOLUTION APPROVING THE ANNEXATION (ANNEXATION NO. 38) OF PROPERTY LOCATED IN THE FUTURE ANNEXATION AREA OF

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

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

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

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

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

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

WHEREAS, the owner (the "Property Owner") of Assessor's Parcel Numbers 033-190-003-5 and 033-190-004-3 located within the Future Annexation Area (the "Property") has agreed to mitigate certain impacts of the proposed development of the Property by paying for certain services financed by the CFD.

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

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

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

2. Approval of Annexation. The City Council hereby determines that Assessor's Parcel Numbers 033-190-003-5 and 033-190-004-3 are annexed into Tax Zone No. 34 of the CFD.

3. Amendment to Notice of Special Tax Lien. The City Council hereby directs the Clerk of the City Council to record an Amendment to Notice of Special Tax Lien, evidencing that Assessor's Parcel Numbers 033-190-003-5 and 033-190-004-3 are added to the CFD.

4. Boundaries Described. The revised boundaries of the CFD including Assessor's Parcel Numbers 033-190-003-5 and 033-190-004-3 are described in an amended boundary map, which this City Council hereby directs the City Clerk to record with the Contra Costa County Recorder's office.

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

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

PASSED AND ADOPTED by the City Council of the City of Oakley at a meeting held on March 26, 2024, by the following vote:

AYES:
NOES:
ABSENT:
ABSTENTIONS:

APPROVED:

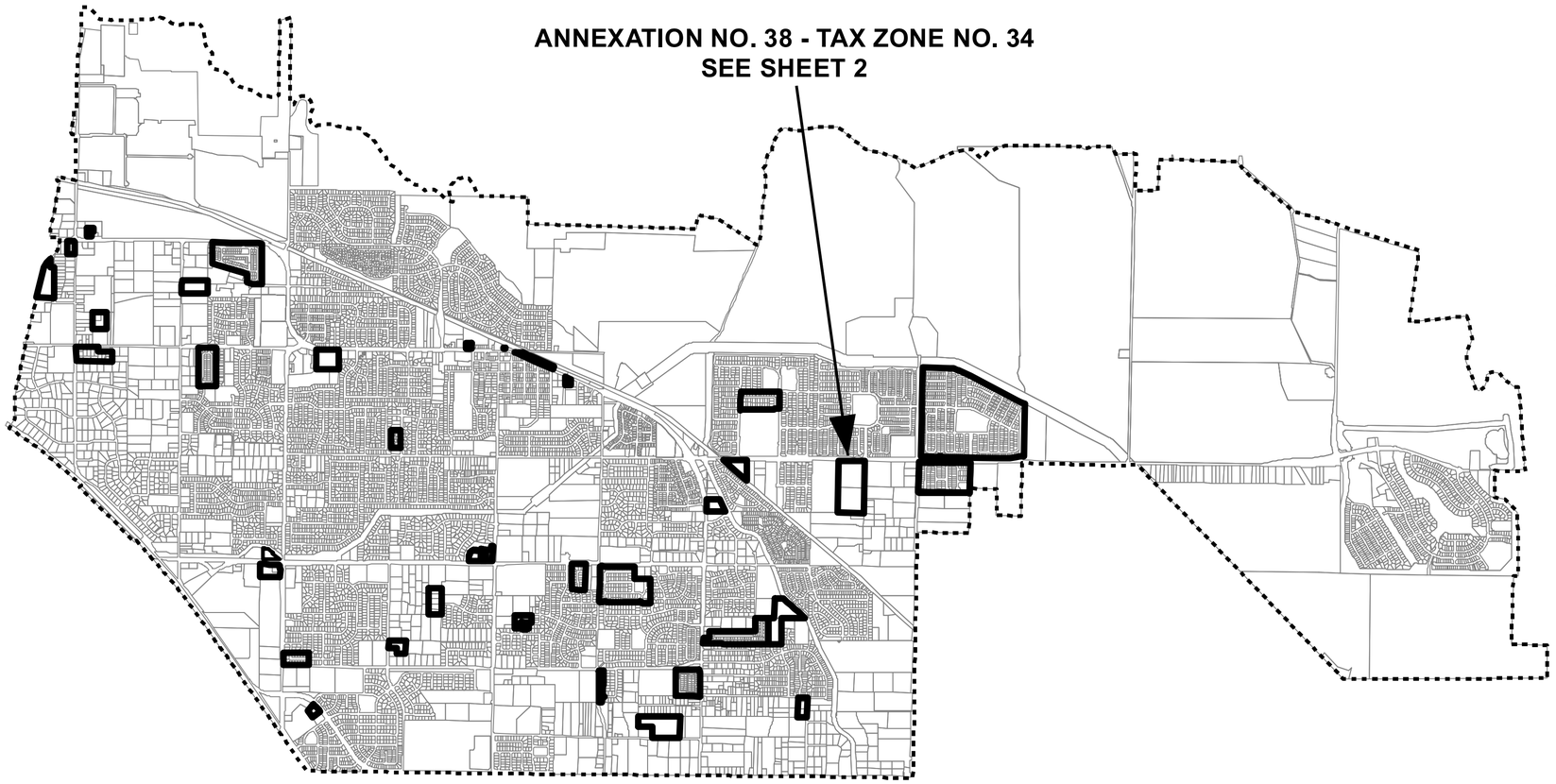
_____
Anissa Williams, Mayor

ATTEST:

_____ _____
Libby Vreonis, City Clerk Date

ANNEXATION MAP No. 38 TO
CITY OF OAKLEY COMMUNITY FACILITIES DISTRICT No. 2015-2
(PARKS, STREETLIGHTS, LANDSCAPE MAINTENANCE AND STORMWATER)

CITY OF OAKLEY
CONTRA COSTA COUNTY, STATE OF CALIFORNIA



FILED IN THE OFFICE OF THE CITY CLERK OF THE CITY OF OAKLEY THIS _____ DAY OF _____, 2024.

_____
LIBBY VREONIS, CITY CLERK
CITY OF OAKLEY
CONTRA COSTA COUNTY
STATE OF CALIFORNIA

I HEREBY CERTIFY THAT THE WITHIN MAP SHOWING ANNEXATION No. 38 TO CITY OF OAKLEY COMMUNITY FACILITIES DISTRICT No. 2015-2 (PARKS, STREETLIGHTS, LANDSCAPE MAINTENANCE AND STORMWATER), CITY OF OAKLEY, CONTRA COSTA COUNTY, STATE OF CALIFORNIA, WAS APPROVED BY THE CITY COUNCIL OF THE CITY OF OAKLEY, AT A REGULAR MEETING THEREOF, HELD ON THE _____ DAY OF _____, 2024, BY ITS RESOLUTION No. _____.

_____
LIBBY VREONIS, CITY CLERK
CITY OF OAKLEY
CONTRA COSTA COUNTY
STATE OF CALIFORNIA

FILED THIS _____ DAY OF _____, 2024, AT THE HOUR OF _____ __.M IN BOOK _____ OF MAPS OF ASSESSMENT AND COMMUNITY FACILITIES DISTRICTS AT PAGE _____, DOCUMENT No. _____ IN THE OFFICE OF THE COUNTY RECORDER IN CONTRA COSTA COUNTY, STATE OF CALIFORNIA.

_____
COUNTY RECORDER
CONTRA COSTA COUNTY
STATE OF CALIFORNIA

Legend

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

N

0 2,500 5,000 Feet

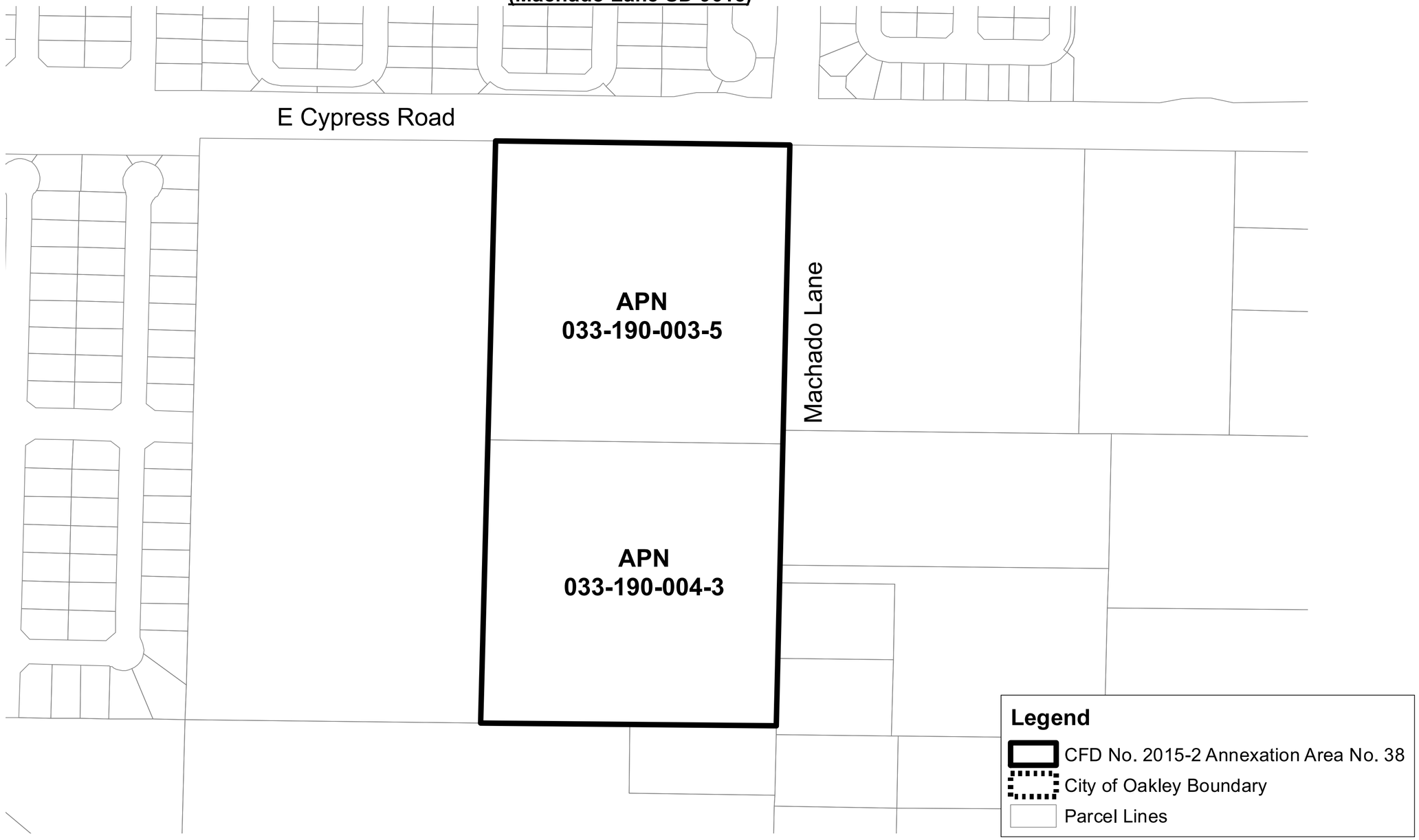
NOTE: THIS ANNEXATION MAP ANNEXES TERRITORY TO CITY OF OAKLEY COMMUNITY FACILITIES DISTRICT No. 2015-2 (PARKS, STREETLIGHTS, LANDSCAPE MAINTENANCE AND STORMWATER), CITY OF OAKLEY, CONTRA COSTA COUNTY, STATE OF CALIFORNIA, FILED IN THE OFFICE OF THE COUNTY RECORDER OF CONTRA COSTA COUNTY, STATE OF CALIFORNIA,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

ASSESSOR PARCELS WITHIN BOUNDARY: FOR PARTICULARS OF LINES AND DIMENSIONS OF PARCELS, REFERENCE IS MADE TO ASSESSOR'S PARCEL NOS. 033-190-003-5 AND 033-190-004-3.

ANNEXATION MAP No. 38 TO
CITY OF OAKLEY COMMUNITY FACILITIES DISTRICT No. 2015-2
(PARKS, STREETLIGHTS, LANDSCAPE MAINTENANCE AND STORMWATER)

CITY OF OAKLEY
CONTRA COSTA COUNTY, STATE OF CALIFORNIA

Annexation No. 38 - Tax Zone No. 34
(Machado Lane SD 9615)



RECORDING REQUESTED BY AND
AFTER RECORDATION RETURN TO:

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

AMENDMENT NO. 38 TO NOTICE OF SPECIAL TAX LIEN

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

Annexation No. 38 - Tax Zone No. 34
(Machado Lane SD 9615)

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

This Amendment No. 38 to Notice of Special Tax Lien amends the Notice of Special Tax Lien to add to the territory of the City of Oakley Community Facilities District No. 2015-2 (Parks, Streetlight, Landscape and Stormwater Services) (the "CFD"). The territory included in the existing CFD is set forth in the map of the CFD heretofore recorded as Document No. 15-234174 in the Office of the County Recorder of the County of Contra Costa, State of California on November 9, 2015, in Book 85 at Page 20 of Maps of Assessment and Community Facilities Districts, to which reference is hereby made. The territory to be added is set forth in that certain "Annexation Map No. 38 to Community Facilities District No. 2015-2 (Parks, Streetlight, Landscape and Stormwater Services), County of Contra Costa, State of California," heretofore recorded at _____ on _____, 2024, in Book _____ at Page _____ of Maps of Assessment and Community Facilities Districts in the office of the County Recorder of the County of Contra Costa, State of California.

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

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

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

The assessor's tax parcel(s) numbers of all parcels or any portion thereof which are included in this Amendment No. 38 to Notice of Special Tax Lien, together with the name(s) of the owner(s) thereof, as they appear on the latest secured assessment roll as of the date of recording hereof or as are otherwise known to the City are as set forth in Exhibit A hereto and hereby made a part hereof.

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

Dated: As of _____, 2024

By: _____
Libby Vreonis, City Clerk,
City of Oakley

EXHIBIT A

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

Annexation No. 38 – Tax Zone No. 34

PARCEL DESCRIPTION AND OWNER OF LAND WITHIN ANNEXATION NO. 38 – TAX ZONE NO. 34

Assessor's Parcel No.	Name(s) of Property Owner(s)
033-190-003-5	MERITAGE HOMES OF CA INC
033-190-004-3	MERITAGE HOMES OF CA INC

EXHIBIT B

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

SUPPLEMENT TO THE RATE AND METHOD OF APPORTIONMENT OF SPECIAL TAX – TAX ZONE NO. 34

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

Property annexed to City of Oakley Community Facilities District No. 2015-2 (Parks, Streetlight, Landscape and Stormwater Services) pursuant to Annexation No. 38 will be annexed to Tax Zone No. 34 per the Supplement to the Rate and Method of Apportionment of Special Tax shown below.

A. DEFINITIONS

The terms hereinafter set forth have the following meanings:

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

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

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

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

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

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

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

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

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

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

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

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

"City" means the City of Oakley.

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

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

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

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

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

"County" means the County of Contra Costa.

"County Assessor" means the Contra Costa County Assessor.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

B. DATA FOR ANNUAL TAX LEVY

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

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

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

C. MAXIMUM SPECIAL TAXES

1. Developed Property - The Fiscal Year 2023-24 Maximum Special Tax for each Special Tax Component for all Parcels of Developed Property shall be as shown in Table 1 below:

Table 1: Developed Property

Special Tax Component	Land Use Classification	FY 2023-24 Maximum Tax
Regional Park Maintenance Tax	Single-Family Parcel	$165.16 per Parcel
Regional Park Maintenance Tax	Condominium Parcel	$123.87 per Parcel
Regional Park Maintenance Tax	Multi-Family Parcel	$82.58 per Unit
Regional Park Maintenance Tax	Non-Residential Parcel	$495.49 per Acre
Community Parks Maintenance Tax	Single-Family Parcel	$364.74 per Parcel
Community Parks Maintenance Tax	Condominium Parcel	$273.55 per Parcel
Community Parks Maintenance Tax	Multi-Family Parcel	$182.37 per Unit
Community Parks Maintenance Tax	Non-Residential Parcel	$1,094.21 per Acre
Streetlighting Maintenance Tax	Single-Family Parcel	$72.01 per Parcel
Streetlighting Maintenance Tax	Condominium Parcel	$54.01 per Parcel
Streetlighting Maintenance Tax	Multi-Family Parcel	$36.01 per Unit
Streetlighting Maintenance Tax	Non-Residential Parcel	$216.04 per Acre
Neighborhood Parks & Landscaping Maintenance Tax	Single-Family Parcel	$531.93 per Parcel
Neighborhood Parks & Landscaping Maintenance Tax	Condominium Parcel	$398.95 per Parcel
Neighborhood Parks & Landscaping Maintenance Tax	Multi-Family Parcel	$265.97 per Unit
Neighborhood Parks & Landscaping Maintenance Tax	Non-Residential Parcel - In Compliance	$0.00 per Acre
Neighborhood Parks & Landscaping Maintenance Tax	Non-Residential Parcel - Out of Compliance	$3,457.62 per Acre
Stormwater/Water Quality Maintenance Tax	Single-Family Parcel	$27.56 per Parcel
Stormwater/Water Quality Maintenance Tax	Condominium Parcel	$20.67 per Parcel
Stormwater/Water Quality Maintenance Tax	Multi-Family Parcel	$13.78 per Unit
Stormwater/Water Quality Maintenance Tax	Non-Residential Parcel	$179.14 per Acre

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

2. Undeveloped Property - The Fiscal Year 2023-24 Maximum Special Tax for each Special Tax Component for all Parcels of Undeveloped Property shall be as shown in Table 2 below:

Table 2: Undeveloped Property

Special Tax Component	Land Use Classification	FY 2023-24 Maximum Tax
Regional Park Maintenance Tax	Single-Family Parcel	$495.49 per Acre
Regional Park Maintenance Tax	Condominium Parcel	$371.62 per Acre
Regional Park Maintenance Tax	Multi-Family Parcel	$247.75 per Acre
Regional Park Maintenance Tax	Non-Residential Parcel	$247.75 per Acre
Community Parks Maintenance Tax	Single-Family Parcel	$1,094.21 per Acre
Community Parks Maintenance Tax	Condominium Parcel	$820.66 per Acre
Community Parks Maintenance Tax	Multi-Family Parcel	$547.11 per Acre
Community Parks Maintenance Tax	Non-Residential Parcel	$547.11 per Acre
Streetlighting Maintenance Tax	Single-Family Parcel	$216.04 per Acre
Streetlighting Maintenance Tax	Condominium Parcel	$162.02 per Acre
Streetlighting Maintenance Tax	Multi-Family Parcel	$108.02 per Acre
Streetlighting Maintenance Tax	Non-Residential Parcel	$108.02 per Acre
Neighborhood Parks & Landscaping Maintenance Tax	Single-Family Parcel	$3,457.62 per Acre
Neighborhood Parks & Landscaping Maintenance Tax	Condominium Parcel	$3,457.62 per Acre
Neighborhood Parks & Landscaping Maintenance Tax	Multi-Family Parcel	$3,457.62 per Acre
Neighborhood Parks & Landscaping Maintenance Tax	Non-Residential Parcel - In Compliance	$0.00 per Acre
Neighborhood Parks & Landscaping Maintenance Tax	Non-Residential Parcel - Out of Compliance	$3,457.62 per Acre
Stormwater/Water Quality Maintenance Tax	Single-Family Parcel	$179.14 per Acre
Stormwater/Water Quality Maintenance Tax	Condominium Parcel	$179.14 per Acre
Stormwater/Water Quality Maintenance Tax	Multi-Family Parcel	$179.14 per Acre
Stormwater/Water Quality Maintenance Tax	Non-Residential Parcel	$179.14 per Acre

3. Escalation of Maximum Special Tax

On July 1, 2024, and each July 1 thereafter, the Maximum Special Tax for each Special Tax Component for the current Fiscal Year for Developed Property and Undeveloped Property shall be increased from the Maximum Special Tax for the respective Special Tax Component for the previous Fiscal Year by Consumer Price Index – All Urban Consumers (San Francisco-Oakland-San Jose, CA) (from February) with a minimum annual increase of three (3.00%) percent and a maximum annual increase of five (5.00%) percent for any given year.

D. METHOD OF LEVY AND COLLECTION OF SPECIAL TAXES

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

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

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

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

E. EXEMPTIONS

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

F. INTERPRETATION OF SPECIAL TAX FORMULA

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

G. TERM OF THE SPECIAL TAX

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

H. REPEAL OF THE SPECIAL TAX

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

I. SEVERABILITY

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

DATE: March 26, 2024

TO: Joshua McMurray, City Manager

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

Approved and Forwarded to the City Council

SUBJECT: Adopt a Resolution Approving Annexation No. 39 (Sellers Avenue SD 9614) to the City of Oakley Community Facilities District No. 2015-2 (Parks, Streetlight, Landscape and Stormwater Services)

Background and Analysis

On July 11, 2023, the City Council approved a vesting tentative map with certain Conditions of Approval for the proposed project comprised of 77 single-family residential lots. The Sellers Avenue (SD 9614) project, located at 5911 Sellers Avenue, is currently comprised of Assessor's Parcel Number 033-150-013-2.

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

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

Consistency with the Oakley Strategic Plan 27+

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

Fiscal Impact

There will be no financial impact to the City's General Fund. The applicant has funded all costs associated with the annexation of their project to CFD No. 2015-2. The FY 2023-24 special tax rates per single-family parcel are as follows:

FY 2023-24 Maximum Special Tax Rates per Single-Family Parcel	
Special Tax Component	**Maximum Annual Special Tax Rates**
Regional Park Maintenance Tax	$165.16
Community Parks Maintenance Tax	$364.74
Streetlighting Maintenance Tax	$72.01
Neighborhood Parks & Landscape Maintenance Tax	$39.75
Stormwater/Water Quality Maintenance Tax	$27.56
Total	**$669.22**

The Sellers Avenue project is anticipated to consist of 77 single-family parcels at build-out. Therefore, successful annexation of the project into CFD 2015-2 could provide up to $51,530 (in FY 2023-24 dollars) in revenue annually when all units are constructed. The taxes will be collected on the property tax rolls commencing in FY 2024-25.

Staff Recommendation

The conditions of approval for Sellers Avenue (SD 9614) require the property owner to mitigate their project's financial impact on the City's parks, streetlighting, landscape and stormwater service budgets. Staff recommends that the City Council:

1. Adopt a Resolution Approving the Annexation (Annexation No. 39) of Property Located in the Future Annexation Area of the City of Oakley Community Facilities District No. 2015-2 (Parks, Streetlight, Landscape and Stormwater Services)

Attachments

1.Unanimous Approval

Exhibit A – Description of Services

Exhibit B – Cost Estimate

Exhibit C – Supplement to the Rate and Method of Apportionment of Special Tax – Tax Zone No. 35

2. Resolution

3. Boundary Map

4. Amendment to Notice of Special Tax Lien

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

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

Annexation No. 39 – Tax Zone No. 35

March 26, 2024

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

Members of the City Council:

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

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

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

3. Approval of Special Tax and the Services. This Unanimous Approval constitutes the unanimous approval and unanimous vote by the Property Owner in favor of the levy of special taxes (the "Special Taxes") on the Property to finance the Services. The Special Taxes will be levied according to the "Supplement to the Rate and Method of Apportionment of Special Tax – Tax Zone No. 35" attached hereto as Exhibit C and

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

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

5. Taxpayer Protection Act. The Taxpayer Protection and Government Accountability Act (the "Taxpayer Protection Act") is a voter initiative that is expected to be on the California general election ballot on November 5, 2024. If passed by the voters, the Taxpayer Protection Act would, among other things, impose a requirement that the title and summary and ballot label or question required for a measure pursuant to the California Elections Code for each measure providing for the imposition of a special tax include (a) the type and amount or rate of the special tax, (b) the duration of the special tax, and (c) the use of the revenue derived from the special tax (the "Ballot Label Requirements"). The Property Owner hereby acknowledges that, notwithstanding that this Unanimous Approval does not constitute a ballot, this Unanimous Approval contains all of the information specified in the Ballot Label Requirements and the Property Owner hereby knowingly, intelligently, voluntarily and irrevocably waives any right the Property Owner may have to protest or challenge the validity of the proceedings pertaining to the annexation of the Property to the CFD, the levy of the Special Taxes on the Property or the approval of the initial appropriations limit for the CFD under the Taxpayer Protection Act.

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

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

8. Due Diligence and Disclosures. The Property Owner agrees to cooperate with the City and its attorneys and consultants and to provide all information and

disclosures required by the City about the Special Taxes to purchasers of the Property or any part of it.

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

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

Assessor's Parcel No.: 033-150-013-2

Acres: 20.42 acres

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

Annexation No. 39 - Tax Zone No. 35

Property Owner

By: MERITAGE HOMES OF CA INC

Name: _____

Title: _____

Notice Address: _____

_____

_____

EXHIBIT A

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

DESCRIPTION OF SERVICES

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

Regional Parks

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

Community Parks

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

Streetlighting

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

Neighborhood Parks & Landscaping

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

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

Stormwater

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

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

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

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

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

EXHIBIT B

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

Cost Estimate
(FY 2023-24 Dollars)

Special Tax Component	FY 2023-24 Special Tax Requirement
Regional Park Maintenance Tax	$12,717
Community Parks Maintenance Tax	$28,085
Streetlighting Maintenance Tax	$5,545
Neighborhood Parks & Landscape Maintenance Tax	$3,061
Stormwater/Water Quality Maintenance Tax	$2,122
Total	**$51,530**

EXHIBIT C

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

SUPPLEMENT TO THE RATE AND METHOD OF APPORTIONMENT OF SPECIAL TAX – TAX ZONE NO. 35

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

Property annexed to City of Oakley Community Facilities District No. 2015-2 (Parks, Streetlight, Landscape and Stormwater Services) pursuant to Annexation No. 39 will be annexed to Tax Zone No. 35 per the Supplement to the Rate and Method of Apportionment of Special Tax shown below.

A. DEFINITIONS

The terms hereinafter set forth have the following meanings:

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

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

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

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

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

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

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

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

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

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

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

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

"City" means the City of Oakley.

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

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

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

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

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

"County" means the County of Contra Costa.

"County Assessor" means the Contra Costa County Assessor.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

B. DATA FOR ANNUAL TAX LEVY

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

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

C. MAXIMUM SPECIAL TAXES

1. Developed Property - The Fiscal Year 2023-24 Maximum Special Tax for each Special Tax Component for all Parcels of Developed Property shall be as shown in Table 1 below:

Table 1: Developed Property

Special Tax Component	Land Use Classification	FY 2023-24 Maximum Tax
Regional Park Maintenance Tax	Single-Family Parcel	$165.16 per Parcel
Regional Park Maintenance Tax	Condominium Parcel	$123.87 per Parcel
Regional Park Maintenance Tax	Multi-Family Parcel	$82.58 per Unit
Regional Park Maintenance Tax	Non-Residential Parcel	$495.49 per Acre
Community Parks Maintenance Tax	Single-Family Parcel	$364.74 per Parcel
Community Parks Maintenance Tax	Condominium Parcel	$273.55 per Parcel
Community Parks Maintenance Tax	Multi-Family Parcel	$182.37 per Unit
Community Parks Maintenance Tax	Non-Residential Parcel	$1,094.21 per Acre
Streetlighting Maintenance Tax	Single-Family Parcel	$72.01 per Parcel
Streetlighting Maintenance Tax	Condominium Parcel	$54.01 per Parcel
Streetlighting Maintenance Tax	Multi-Family Parcel	$36.01 per Unit
Streetlighting Maintenance Tax	Non-Residential Parcel	$216.04 per Acre
Neighborhood Parks & Landscaping Maintenance Tax	Single-Family Parcel	$39.75 per Parcel
Neighborhood Parks & Landscaping Maintenance Tax	Condominium Parcel	$29.81 per Parcel
Neighborhood Parks & Landscaping Maintenance Tax	Multi-Family Parcel	$19.88 per Unit
Neighborhood Parks & Landscaping Maintenance Tax	Non-Residential Parcel - In Compliance	$0.00 per Acre
Neighborhood Parks & Landscaping Maintenance Tax	Non-Residential Parcel - Out of Compliance	$292.05 per Acre
Stormwater/Water Quality Maintenance Tax	Single-Family Parcel	$27.56 per Parcel
Stormwater/Water Quality Maintenance Tax	Condominium Parcel	$20.67 per Parcel
Stormwater/Water Quality Maintenance Tax	Multi-Family Parcel	$13.78 per Unit
Stormwater/Water Quality Maintenance Tax	Non-Residential Parcel	$202.53 per Acre

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

2. Undeveloped Property - The Fiscal Year 2023-24 Maximum Special Tax for each Special Tax Component for all Parcels of Undeveloped Property shall be as shown in Table 2 below:

Table 2: Undeveloped Property

Special Tax Component	Land Use Classification	FY 2023-24 Maximum Tax
Regional Park Maintenance Tax	Single-Family Parcel	$495.49 per Acre
Regional Park Maintenance Tax	Condominium Parcel	$371.62 per Acre
Regional Park Maintenance Tax	Multi-Family Parcel	$247.75 per Acre
Regional Park Maintenance Tax	Non-Residential Parcel	$247.75 per Acre
Community Parks Maintenance Tax	Single-Family Parcel	$1,094.21 per Acre
Community Parks Maintenance Tax	Condominium Parcel	$820.66 per Acre
Community Parks Maintenance Tax	Multi-Family Parcel	$547.11 per Acre
Community Parks Maintenance Tax	Non-Residential Parcel	$547.11 per Acre
Streetlighting Maintenance Tax	Single-Family Parcel	$216.04 per Acre
Streetlighting Maintenance Tax	Condominium Parcel	$162.02 per Acre
Streetlighting Maintenance Tax	Multi-Family Parcel	$108.02 per Acre
Streetlighting Maintenance Tax	Non-Residential Parcel	$108.02 per Acre
Neighborhood Parks & Landscaping Maintenance Tax	Single-Family Parcel	$292.05 per Acre
Neighborhood Parks & Landscaping Maintenance Tax	Condominium Parcel	$292.05 per Acre
Neighborhood Parks & Landscaping Maintenance Tax	Multi-Family Parcel	$292.05 per Acre
Neighborhood Parks & Landscaping Maintenance Tax	Non-Residential Parcel - In Compliance	$0.00 per Acre
Neighborhood Parks & Landscaping Maintenance Tax	Non-Residential Parcel - Out of Compliance	$292.05 per Acre
Stormwater/Water Quality Maintenance Tax	Single-Family Parcel	$202.53 per Acre
Stormwater/Water Quality Maintenance Tax	Condominium Parcel	$202.53 per Acre
Stormwater/Water Quality Maintenance Tax	Multi-Family Parcel	$202.53 per Acre
Stormwater/Water Quality Maintenance Tax	Non-Residential Parcel	$202.53 per Acre

3. Escalation of Maximum Special Tax

On July 1, 2024, and each July 1 thereafter, the Maximum Special Tax for each Special Tax Component for the current Fiscal Year for Developed Property and Undeveloped Property shall be increased from the Maximum Special Tax for the respective Special Tax Component for the previous Fiscal Year by Consumer Price Index – All Urban Consumers (San Francisco-Oakland-San Jose, CA) (from February) with a minimum annual increase of three (3.00%) percent and a maximum annual increase of five (5.00%) percent for any given year.

D. METHOD OF LEVY AND COLLECTION OF SPECIAL TAXES

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

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

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

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

E. EXEMPTIONS

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

F. INTERPRETATION OF SPECIAL TAX FORMULA

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

G. TERM OF THE SPECIAL TAX

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

H. REPEAL OF THE SPECIAL TAX

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

I. SEVERABILITY

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

RESOLUTION NO. _____

RESOLUTION APPROVING THE ANNEXATION (ANNEXATION NO. 39) OF PROPERTY LOCATED IN THE FUTURE ANNEXATION AREA OF

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

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

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

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

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

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

WHEREAS, the owner (the "Property Owner") of Assessor's Parcel Number 033-150-013-2 located within the Future Annexation Area (the "Property") has agreed to mitigate certain impacts of the proposed development of the Property by paying for certain services financed by the CFD.

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

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

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

2. Approval of Annexation. The City Council hereby determines that Assessor's Parcel Number 033-150-013-2 is annexed into Tax Zone No. 35 of the CFD.

3. Amendment to Notice of Special Tax Lien. The City Council hereby directs the Clerk of the City Council to record an Amendment to Notice of Special Tax Lien, evidencing that Assessor's Parcel Number 033-150-013-2 is added to the CFD.

4. Boundaries Described. The revised boundaries of the CFD including Assessor's Parcel Number 033-150-013-2 are described in an amended boundary map, which this City Council hereby directs the City Clerk to record with the Contra Costa County Recorder's office.

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

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

PASSED AND ADOPTED by the City Council of the City of Oakley at a meeting held on March 26, 2024, by the following vote:

AYES:
NOES:
ABSENT:
ABSTENTIONS:

APPROVED:

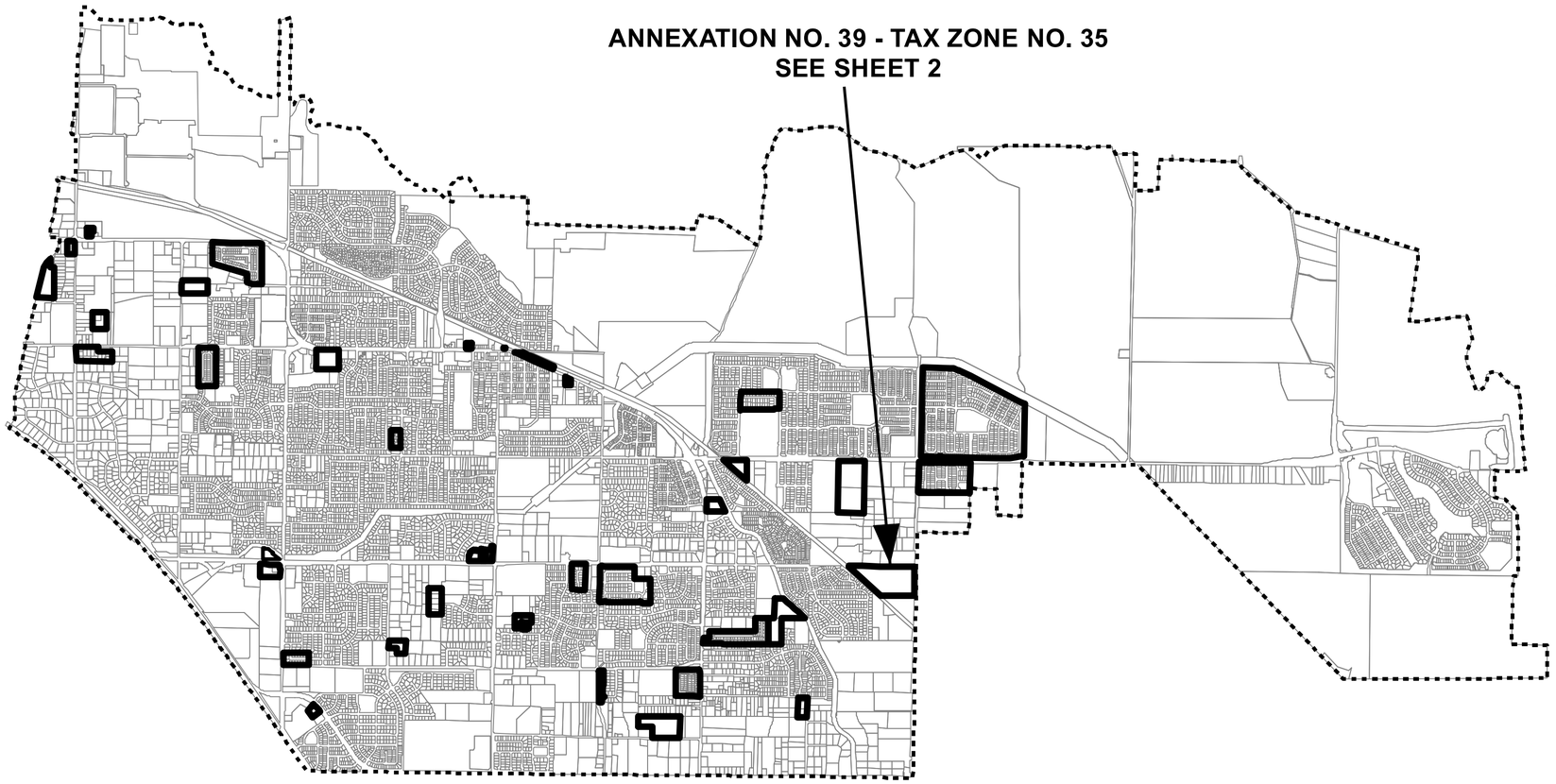
_____
Anissa Williams, Mayor

ATTEST:

_____ _____
Libby Vreonis, City Clerk Date

ANNEXATION MAP No. 39 TO
CITY OF OAKLEY COMMUNITY FACILITIES DISTRICT No. 2015-2
(PARKS, STREETLIGHTS, LANDSCAPE MAINTENANCE AND STORMWATER)

CITY OF OAKLEY
CONTRA COSTA COUNTY, STATE OF CALIFORNIA



FILED IN THE OFFICE OF THE CITY CLERK OF THE CITY OF OAKLEY THIS _____ DAY OF _____, 2024.

_____
LIBBY VREONIS, CITY CLERK
CITY OF OAKLEY
CONTRA COSTA COUNTY
STATE OF CALIFORNIA

I HEREBY CERTIFY THAT THE WITHIN MAP SHOWING ANNEXATION No. 39 TO CITY OF OAKLEY COMMUNITY FACILITIES DISTRICT No. 2015-2 (PARKS, STREETLIGHTS, LANDSCAPE MAINTENANCE AND STORMWATER), CITY OF OAKLEY, CONTRA COSTA COUNTY, STATE OF CALIFORNIA, WAS APPROVED BY THE CITY COUNCIL OF THE CITY OF OAKLEY, AT A REGULAR MEETING THEREOF, HELD ON THE _____ DAY OF _____, 2024, BY ITS RESOLUTION No. _____.

_____
LIBBY VREONIS, CITY CLERK
CITY OF OAKLEY
CONTRA COSTA COUNTY
STATE OF CALIFORNIA

FILED THIS _____ DAY OF _____, 2024, AT THE HOUR OF _____ __.M IN BOOK _____ OF MAPS OF ASSESSMENT AND COMMUNITY FACILITIES DISTRICTS AT PAGE _____, DOCUMENT No. _____ IN THE OFFICE OF THE COUNTY RECORDER IN CONTRA COSTA COUNTY, STATE OF CALIFORNIA.

_____
COUNTY RECORDER
CONTRA COSTA COUNTY
STATE OF CALIFORNIA

Legend

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

N

0 2,500 5,000 Feet

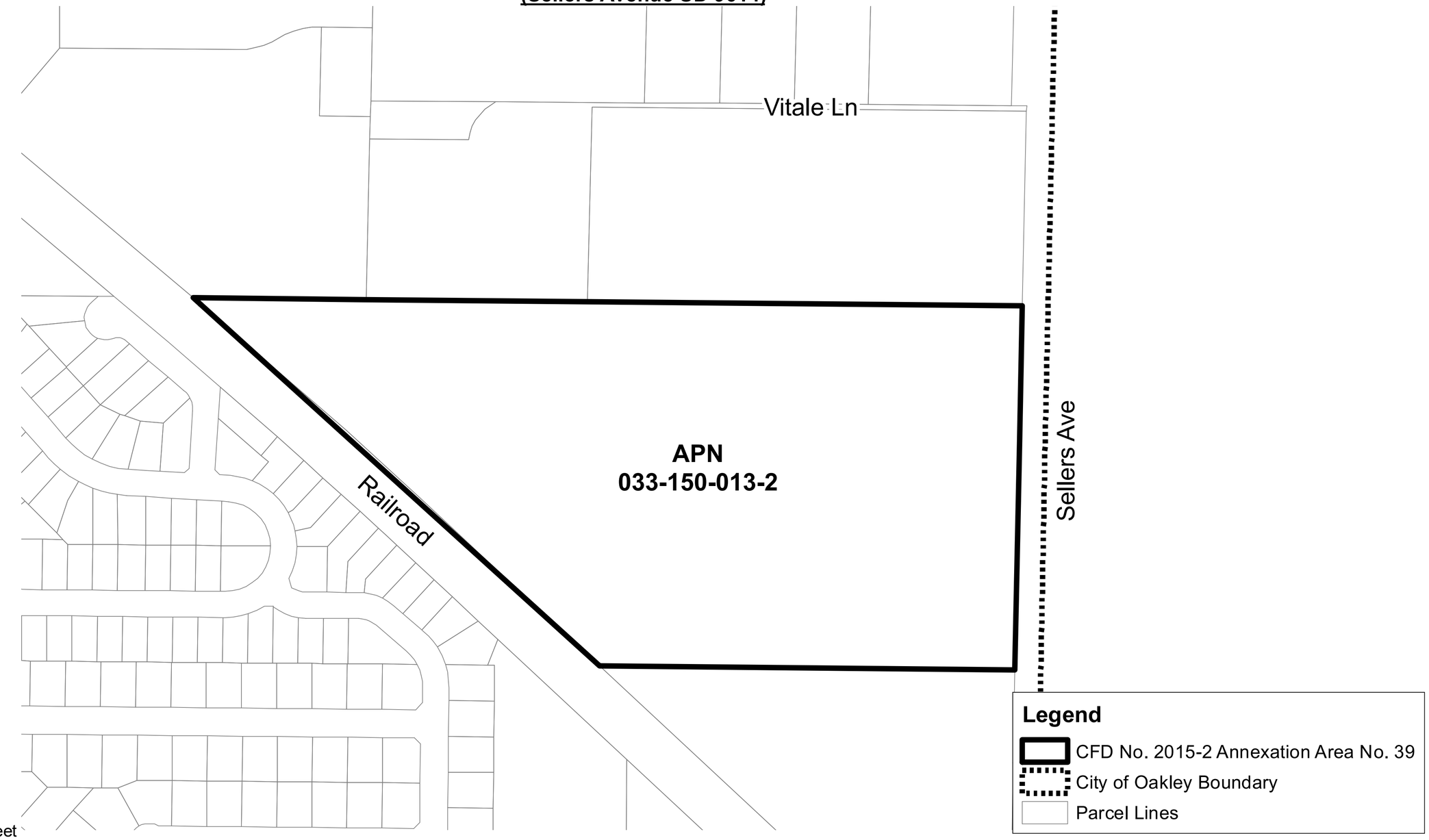
NOTE: THIS ANNEXATION MAP ANNEXES TERRITORY TO CITY OF OAKLEY COMMUNITY FACILITIES DISTRICT No. 2015-2 (PARKS, STREETLIGHTS, LANDSCAPE MAINTENANCE AND STORMWATER), CITY OF OAKLEY, CONTRA COSTA COUNTY, STATE OF CALIFORNIA, FILED IN THE OFFICE OF THE COUNTY RECORDER OF CONTRA COSTA COUNTY, STATE OF CALIFORNIA,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

ASSESSOR PARCELS WITHIN BOUNDARY: FOR PARTICULARS OF LINES AND DIMENSIONS OF PARCELS, REFERENCE IS MADE TO ASSESSOR'S PARCEL NO. 033-150-013-2.

ANNEXATION MAP No. 39 TO
CITY OF OAKLEY COMMUNITY FACILITIES DISTRICT No. 2015-2
(PARKS, STREETLIGHTS, LANDSCAPE MAINTENANCE AND STORMWATER)

CITY OF OAKLEY
CONTRA COSTA COUNTY, STATE OF CALIFORNIA

Annexation No. 39 - Tax Zone No. 35
(Sellers Avenue SD 9614)



RECORDING REQUESTED BY AND
AFTER RECORDATION RETURN TO:

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

AMENDMENT NO. 39 TO NOTICE OF SPECIAL TAX LIEN

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

Annexation No. 39 - Tax Zone No. 35
(Sellers Avenue SD 9614)

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

This Amendment No. 39 to Notice of Special Tax Lien amends the Notice of Special Tax Lien to add to the territory of the City of Oakley Community Facilities District No. 2015-2 (Parks, Streetlight, Landscape and Stormwater Services) (the "CFD"). The territory included in the existing CFD is set forth in the map of the CFD heretofore recorded as Document No. 15-234174 in the Office of the County Recorder of the County of Contra Costa, State of California on November 9, 2015, in Book 85 at Page 20 of Maps of Assessment and Community Facilities Districts, to which reference is hereby made. The territory to be added is set forth in that certain "Annexation Map No. 39 to Community Facilities District No. 2015-2 (Parks, Streetlight, Landscape and Stormwater Services), County of Contra Costa, State of California," heretofore recorded at _____ on _____, 2024, in Book _____ at Page _____ of Maps of Assessment and Community Facilities Districts in the office of the County Recorder of the County of Contra Costa, State of California.

The rate, method of apportionment, and manner of collection of the authorized special tax, as supplemented with respect to the annexation of the territory described herein to the CFD, is set forth in Exhibit B hereto and hereby made a part hereof. The lien of the special tax is a continuing lien which shall secure the annual levy of the special tax and which shall continue in force and effect until the special tax obligation is permanently satisfied and canceled in accordance with law or until the special tax ceases to be levied and a notice of cessation of special tax is recorded in accordance with Government Code Section 53330.5.

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

The assessor's tax parcel(s) numbers of all parcels or any portion thereof which are included in this Amendment No. 39 to Notice of Special Tax Lien, together with the name(s) of the owner(s) thereof, as they appear on the latest secured assessment roll as of the date of recording hereof or as are otherwise known to the City are as set forth in Exhibit A hereto and hereby made a part hereof.

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

Dated: As of _____, 2024

By: _____
Libby Vreonis, City Clerk,
City of Oakley

EXHIBIT A

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

Annexation No. 39 – Tax Zone No. 35

PARCEL DESCRIPTION AND OWNER OF LAND WITHIN ANNEXATION NO. 39 – TAX ZONE NO. 35

Assessor's Parcel No.	Name(s) of Property Owner(s)
033-150-013-2	MERITAGE HOMES OF CA INC

EXHIBIT B

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

SUPPLEMENT TO THE RATE AND METHOD OF APPORTIONMENT OF SPECIAL TAX – TAX ZONE NO. 35

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

Property annexed to City of Oakley Community Facilities District No. 2015-2 (Parks, Streetlight, Landscape and Stormwater Services) pursuant to Annexation No. 39 will be annexed to Tax Zone No. 35 per the Supplement to the Rate and Method of Apportionment of Special Tax shown below.

A. DEFINITIONS

The terms hereinafter set forth have the following meanings:

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

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

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

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

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

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

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

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

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

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

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

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

"City" means the City of Oakley.

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

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

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

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

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

"County" means the County of Contra Costa.

"County Assessor" means the Contra Costa County Assessor.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

B. DATA FOR ANNUAL TAX LEVY

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

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

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

C. MAXIMUM SPECIAL TAXES

1. Developed Property - The Fiscal Year 2023-24 Maximum Special Tax for each Special Tax Component for all Parcels of Developed Property shall be as shown in Table 1 below:

Table 1: Developed Property

Special Tax Component	Land Use Classification	FY 2023-24 Maximum Tax
Regional Park Maintenance Tax	Single-Family Parcel	$165.16 per Parcel
Regional Park Maintenance Tax	Condominium Parcel	$123.87 per Parcel
Regional Park Maintenance Tax	Multi-Family Parcel	$82.58 per Unit
Regional Park Maintenance Tax	Non-Residential Parcel	$495.49 per Acre
Community Parks Maintenance Tax	Single-Family Parcel	$364.74 per Parcel
Community Parks Maintenance Tax	Condominium Parcel	$273.55 per Parcel
Community Parks Maintenance Tax	Multi-Family Parcel	$182.37 per Unit
Community Parks Maintenance Tax	Non-Residential Parcel	$1,094.21 per Acre
Streetlighting Maintenance Tax	Single-Family Parcel	$72.01 per Parcel
Streetlighting Maintenance Tax	Condominium Parcel	$54.01 per Parcel
Streetlighting Maintenance Tax	Multi-Family Parcel	$36.01 per Unit
Streetlighting Maintenance Tax	Non-Residential Parcel	$216.04 per Acre
Neighborhood Parks & Landscaping Maintenance Tax	Single-Family Parcel	$39.75 per Parcel
Neighborhood Parks & Landscaping Maintenance Tax	Condominium Parcel	$29.81 per Parcel
Neighborhood Parks & Landscaping Maintenance Tax	Multi-Family Parcel	$19.88 per Unit
Neighborhood Parks & Landscaping Maintenance Tax	Non-Residential Parcel - In Compliance	$0.00 per Acre
Neighborhood Parks & Landscaping Maintenance Tax	Non-Residential Parcel - Out of Compliance	$292.05 per Acre
Stormwater/Water Quality Maintenance Tax	Single-Family Parcel	$27.56 per Parcel
Stormwater/Water Quality Maintenance Tax	Condominium Parcel	$20.67 per Parcel
Stormwater/Water Quality Maintenance Tax	Multi-Family Parcel	$13.78 per Unit
Stormwater/Water Quality Maintenance Tax	Non-Residential Parcel	$202.53 per Acre

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

2. Undeveloped Property - The Fiscal Year 2023-24 Maximum Special Tax for each Special Tax Component for all Parcels of Undeveloped Property shall be as shown in Table 2 below:

Table 2: Undeveloped Property

Special Tax Component	Land Use Classification	FY 2023-24 Maximum Tax
Regional Park Maintenance Tax	Single-Family Parcel	$495.49 per Acre
Regional Park Maintenance Tax	Condominium Parcel	$371.62 per Acre
Regional Park Maintenance Tax	Multi-Family Parcel	$247.75 per Acre
Regional Park Maintenance Tax	Non-Residential Parcel	$247.75 per Acre
Community Parks Maintenance Tax	Single-Family Parcel	$1,094.21 per Acre
Community Parks Maintenance Tax	Condominium Parcel	$820.66 per Acre
Community Parks Maintenance Tax	Multi-Family Parcel	$547.11 per Acre
Community Parks Maintenance Tax	Non-Residential Parcel	$547.11 per Acre
Streetlighting Maintenance Tax	Single-Family Parcel	$216.04 per Acre
Streetlighting Maintenance Tax	Condominium Parcel	$162.02 per Acre
Streetlighting Maintenance Tax	Multi-Family Parcel	$108.02 per Acre
Streetlighting Maintenance Tax	Non-Residential Parcel	$108.02 per Acre
Neighborhood Parks & Landscaping Maintenance Tax	Single-Family Parcel	$292.05 per Acre
Neighborhood Parks & Landscaping Maintenance Tax	Condominium Parcel	$292.05 per Acre
Neighborhood Parks & Landscaping Maintenance Tax	Multi-Family Parcel	$292.05 per Acre
Neighborhood Parks & Landscaping Maintenance Tax	Non-Residential Parcel - In Compliance	$0.00 per Acre
Neighborhood Parks & Landscaping Maintenance Tax	Non-Residential Parcel - Out of Compliance	$292.05 per Acre
Stormwater/Water Quality Maintenance Tax	Single-Family Parcel	$202.53 per Acre
Stormwater/Water Quality Maintenance Tax	Condominium Parcel	$202.53 per Acre
Stormwater/Water Quality Maintenance Tax	Multi-Family Parcel	$202.53 per Acre
Stormwater/Water Quality Maintenance Tax	Non-Residential Parcel	$202.53 per Acre

3. Escalation of Maximum Special Tax

On July 1, 2024, and each July 1 thereafter, the Maximum Special Tax for each Special Tax Component for the current Fiscal Year for Developed Property and Undeveloped Property shall be increased from the Maximum Special Tax for the respective Special Tax Component for the previous Fiscal Year by Consumer Price Index – All Urban Consumers (San Francisco-Oakland-San Jose, CA) (from February) with a minimum annual increase of three (3.00%) percent and a maximum annual increase of five (5.00%) percent for any given year.

D. METHOD OF LEVY AND COLLECTION OF SPECIAL TAXES

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

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

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

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

E. EXEMPTIONS

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

F. INTERPRETATION OF SPECIAL TAX FORMULA

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

G. TERM OF THE SPECIAL TAX

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

H. REPEAL OF THE SPECIAL TAX

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

I. SEVERABILITY

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

DATE: March 26, 2024

TO: Joshua McMurray, City Manager

FROM: Evan Gorman, Associate Planner

Approved and Forwarded to the City Council

SUBJECT: **Adoption of the Housing Element and SB 341 Annual Progress Reports (Report year 2023)**

Summary

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

Background and Analysis

The Housing Element Annual Progress Report for reporting year 2023 is included as Attachment 1 to this Staff Report. It includes information from year 2023, such as new residential entitlements, issued building permits, and final inspections. It also includes numbers of deed restricted and non-deed restricted affordable units, and progress on implementation of Housing Element programs in the General Plan. The SB 341 report is included as an attachment to the Housing Element Annual Progress Report. The SB 341 report covers the fiscal year ending on June 30, 2023.

Consistency with the Oakley Strategic Plan 27+

Adoption of the Housing Element and SB 341 Annual Progress Reports (Reporting Year 2023) is consistent with the Oakley Strategic Plan 27+. Under the Finance and Fiscal Responsibility Goal, the action will help to implement the Finance and Fiscal Responsibility objective of communicating on financial updates, particularly through the SB 341 report. The Housing Element Annual Progress Report assists the City in not only implementing the Housing Element, but also implementing the goals and objectives of the Community and Economic Development Goal of inspiring and encouraging thoughtful growth.

Fiscal Impact

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

Staff Recommendation

Staff recommends that the City Council adopt the resolution approving the Housing Element Annual Progress Report including the SB 341 Report as an attachment (Reporting Year 2023).

Attachments

1. Housing Element Annual Progress Report with SB 341 Report as an Attachment (Reporting Year 2023)
2. Draft Resolution

Jurisdiction	Oakley			ANNUAL ELEMENT PROGRESS REPORT					Note: "+" indicates an optional field								
Reporting Year	2023	(Jan. 1 - Dec. 31)		Housing Element Implementation					Cells in grey contain auto-calculation formulas								
Planning Period	6th Cycle	01/31/2023 - 01/31/2031															

Table A

Housing Development Applications Submitted

Project Identifier					Unit Types		Date Application Submitted	Proposed Units - Affordability by Household Incomes								Total Approved Units by Project	Total Disapproved Units by Project	Streamlining	Density B Applic
1					2	3	4	5							6	7	8	9	10
Prior APN+	Current APN	Street Address	Project Name+	Local Jurisdiction Tracking ID	Unit Category (SFA,SFD,2 to 4,5+,ADU,MH)	Tenure R=Renter O=Owner	Date Application Submitted (see instructions)	Very Low-Income Deed Restricted	Very Low-Income Non Deed Restricted	Low-Income Deed Restricted	Low-Income Non Deed Restricted	Moderate-Income Deed Restricted	Moderate-Income Non Deed Restricted	Above Moderate-Income	Total PROPOSED Units by Project	Total APPROVED Units by project	Total DISAPPROVED Units by Project	Please select streamlining provision/s the application was submitted pursuant to.	Did the housing development application seek incentives or concessions pursuant to Government Code section 65915?
Summary Row: Start Data Entry Below								0	0	0	0	8	8	714	730	16	0		
	035-322-019, 035-322-020, 035-322-021, 035-322-022	4891, 4901, 4911, 4921 Teakwood Dr	Yellow Roof Foundation - Teakwood	(DR 02-23)	SFD	R	5/9/2023					4			4	4		NONE	Yes
	035-322-019, 035-322-020, 035-322-021, 035-322-022	4891, 4901, 4911, 4921 Teakwood Dr	Yellow Roof Foundation - Teakwood	(DR 02-23)	ADU	R	5/9/2023					4			4	4		NONE	Yes
	037-160-018	Journey Way	Delta Pointe Plaza	(CUP 04-23, DR 08-23)	5+	R	11/9/2023							8	8			NONE	No
	033-140-020, 021, and 028	Sellers Avenue	Stonecreek Subdivision 9647	(TM 02-23)	SFD	O	5/12/2023							176	176			NONE	No
	032-082-010 and 011	west side of Bethel Island Road, approximately 0.8 miles north of East Cypress Road	Planning Area 6-H (ECCSP)	(TM 01-23)	SFD	O	1/9/2023							87	87			NONE	No
	032-370-033	NE of Bethel Island Rd & East Cypress Rd	Summer Lake North Subdivision 9657	(TM 03-23)	SFD	O	2/1/2023							54	54			NONE	No
	032-370-033	NE of Bethel Island Rd & East Cypress Rd	Summer Lake North Subdivision 9658	(TM 04-23)	SFD	O	2/1/2023							85	85			NONE	No
	032-370-033	NE of Bethel Island Rd & East Cypress Rd	Summer Lake North Subdivision 9659	(TM 05-23)	SFD	O	2/1/2023							131	131			NONE	No
	032-370-033	NE of Bethel Island Rd & East Cypress Rd	Summer Lake North - 9660	(TM 06-23)	SFD	O	2/1/2023							106	106			NONE	No
	032-370-033	NE of Bethel Island Rd & East Cypress Rd	Summer Lake North Subdivision 9661	(TM 07-23)	SFD	O	2/1/2023							51	51			NONE	No
	032-370-033	NE of Bethel Island Rd & East Cypress Rd	Summer Lake North Subdivision 9662	(TM 08-23)	SFD	O	2/1/2023							16	16			NONE	No
	034-300-079	15 THYME CT	15 A THYME CT	BLD-2023-0367	ADU	R	3/1/2023						1		1	1		NONE	No
	041-190-040	4739 LUCCHESI CT	4739 A LUCCHESI CT	BLD-2023-0450	ADU	R	3/10/2023						1		1	1		NONE	No
	035-142-008	220 E HOME ST	220 A E HOME ST	BLD-2023-0583	ADU	R	3/28/2023						1		1	1		NONE	No
	034-080-035	1269 LAUREL RD	1269 A LAUREL RD	BLD-2023-1268	ADU	R	7/6/2023						1		1	1		NONE	No
	034-150-002	670 BROWNSTONE RD	670 BROWNSTONE RD	BLD-2023-1637	ADU	R	8/23/2023						1		1	1		NONE	No
	035-141-017	410 OHARA AVE	410 A OHARA AVE	BLD-2023-1483	ADU	R	8/1/2023						1		1	1		NONE	No
	035-113-026	207 OHARA AVE	207 A OHARA AVE	BLD-2023-1803	ADU	R	9/14/2023						1		1	1		NONE	No
	033-053-024	120 HILL AVE	120 A HILL AVE	BLD-2023-2145	ADU	R	11/13/2023						1		1	1		NONE	No

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

ANNUAL ELEMENT PROGRESS REPORT

Housing Element Implementation

Note: "+" indicates an optional field

Cells in grey contain auto-calculation formulas

A2_1: Prior | A2_1: Current | A2_1 Address | A2_1 Name | A2_1: ID | A2_2: Unit | A2_3: Tenure | A2_4: vLowDeed | A2_4: vLowNone | A2_4: LowDeed | A2_4: LowNone | A2_4: ModDeed | A2_4: ModNone | A2_4: Above | A2_5: Date | A2_6: Units | A2_7: vLowDeed | A2_7: vLowNone | A2_7: LowDeed | A2_7: LowNone | A2_7: ModDeed | A2_7: ModNone | A2_7: Above | A2_8: Date | A2_9: Units | A2_10: vLowDeed | A2_10: vLowNone | A2_10: LowDeed | A2_10: LowNone | A2_10: ModDeed | A2_10: ModNone | A2_10: Above | A2_11: Date | A2_10: Units | A2_12: vLow | A2_14: Streaml | A2_15: Infill | A2_16: Assist | A2_17: Deed | A2_18: Affordable | A2_19: Terms | A2_20: Units | A2_20: Demo | A2_22: DB | A2_23: DB | A2_24: DB | A2_25: DB | A2_21: Notes

Table A2

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

Project Identifier					Unit Types		Affordability by Household Incomes - Completed Entitlement									Affordability by Household Incomes - Building Permits									Affordability by Household Incomes - Certificates of Occupancy											Streamlining	Infill	Housing with Financial Assistance and/or Deed Restrictions		Housing without Financial Assistance or Deed Restrictions	Term of Affordability or Deed Restriction	Demolished/Destroyed Units			Density Bonus				Notes
1					2	3	4							5	6	7								8	9	10								11	12	13	14	15	16	17	18	19	20			21	22	23	24	25
Prior APN*	Current APN	Street Address	Project Name*	Local Jurisdiction Tracking ID	Unit Category (SFA,SFD,2 to 4,5+,ADU,MH)	Tenure R=Renter O=Owner	Very Low-Income Deed Restricted	Very Low-Income Non Deed Restricted	Low- Income Deed Restricted	Low- Income Non Deed Restricted	Moderate-Income Deed Restricted	Moderate-Income Non Deed Restricted	Above Moderate-Income	Entitlement Date Approved	# of Units issued Entitlements	Very Low-Income Deed Restricted	Very Low-Income Non Deed Restricted	Low- Income Deed Restricted	Low- Income Non Deed Restricted	Moderate-Income Deed Restricted	Moderate-Income Non Deed Restricted	Above Moderate-Income	Building Permits Date Issued	# of Units issued Building Permits	Very Low-Income Deed Restricted	Very Low-Income Non Deed Restricted	Low- Income Deed Restricted	Low- Income Non Deed Restricted	Moderate-Income Deed Restricted	Moderate-Income Non Deed Restricted	Above Moderate-Income	Certificates of Occupancy or other forms of readiness (see instructions) Date Issued	# of Units issued Certificates of Occupancy or other forms of readiness	How many of the units were Extremely Low Income?	Please select the streamlining provision the project was APPROVED pursuant to. (may select multiple)	Infill Units? Y/N	Assistance Programs for Each Development (may select multiple - see instructions)	Deed Restriction Type (may select multiple - see instructions)	For units affordable without financial assistance or deed restrictions, explain how the locality determined the units were affordable (see instructions)	Term of Affordability or Deed Restriction (years) (if affordable in perpetuity, enter 1000)	Number of Demolished/Destroyed Units	Demolished or Destroyed Units	Demolished/Destroyed Units Owner or Renter	Total Density Bonus Applied to the Project (Percentage Increase in Total Allowable Units or Total Maximum Allowable Residential Gross Floor Area)	Number of Other Incentives, Concessions, Waivers, or Other Modifications Given to the Project (Excluding Parking Waivers or Parking Modifications)	List the incentives, concessions, waivers, and modifications (Excluding Parking Waivers or Parking Modifications)	Did the project receive a reduction or waiver of parking standards? (Y/N)	Notes*
Summary Row: Start Data Entry Below							0	0	0	0	8	0	153		161	0	0	0	0	0	6	92		98	0	0	0	0	0	1	166		167	8							6							
	035-322-019, 035-322-020, 035-323-021, 035-322-022	4951, 4901, 4911, 4921 Teakwood Dr	Yellow Roof Foundation - Teakwood	(DR 02-23)	SFD	R					4			8/1/2023	4									0									0	0	NONE	Y		Other		55				0.0%		Development Standards Modification Waiver	No	
	035-322-019, 035-322-020, 035-323-021, 035-322-022	4951, 4901, 4911, 4921 Teakwood Dr	Yellow Roof Foundation - Teakwood	(DR 02-23)	ADU	R					4			8/1/2023	4									0									0	0	NONE	Y		Other		55				0.0%		Other	No	
	033-150-013	5911 Sellers Avenue	Sellers Avenue Subdivision	(RZ 01-22) (TM 01-22), (PDP 01-22), (SLA 01-22)	SFD	O							77	7/11/2023	77									0									0	0	NONE	Y													
	033-150-003 and 033-150-004	Machado Lane Subdivision	Machado Lane and East Cypress Road	(RZ 08-21, TM 03-21, PDP 01-21, DR 10-21)	SFD	O							76	6/13/2023	76									0									0	0	NONE	Y													
	041-280-021	10 CONNIE CT	10 A CONNIE CT	BLD-2022-2109	ADU	R									0						1		6/26/2023	1									0	0	NONE	Y													
	034-300-079	15 THYME CT	15 A THYME CT	BLD-2023-0367	ADU	R									0						1		4/28/2023	1									0	0	NONE	Y													
	041-190-040	4739 LUCCHESI CT	4739 A LUCCHESI CT	BLD-2023-0450	ADU	R									0						1		8/3/2023	1									0	0	NONE	Y													
	035-142-008	220 E HOME ST	220 A E HOME ST	BLD-2023-0583	ADU	R									0						1		5/17/2023	1									0	0	NONE	Y													
	034-080-035	1269 LAUREL RD	1269 A LAUREL RD	BLD-2023-1268	ADU	R									0						1		7/6/2023	1									0	0	NONE	Y													
	034-150-002	670 BROWNSTONE RD	670 BROWNSTONE RD	BLD-2023-1637	ADU	R									0						1		12/14/2023	1									0	0	NONE	Y													
	041-340-012	4935 BELDIN LN	4935 BELDIN LN	BLD-2022-1443	SFD	O									0							1	3/7/2023	1								1	12/12/2023	1	0	NONE	Y													
	033-470-029	800 HARDCASTLE RANCH RD	800 HARDCASTLE RANCH RD	BLD-2022-1080	SFD	O									0							1	4/12/2023	1								1	11/6/2023	1	0	NONE	Y													
	033-470-030	804 HARDCASTLE RANCH RD	804 HARDCASTLE RANCH RD	BLD-2022-1081	SFD	O									0							1	4/12/2023	1								1	11/14/2023	1	0	NONE	Y													
	033-470-031	808 HARDCASTLE RANCH RD	808 HARDCASTLE RANCH RD	BLD-2022-1082	SFD	O									0							1	4/12/2023	1								1	11/14/2023	1	0	NONE	Y													
	033-470-032	812 HARDCASTLE RANCH RD	812 HARDCASTLE RANCH RD	BLD-2022-1083	SFD	O									0							1	4/12/2023	1								1	11/27/2023	1	0	NONE	Y													
	033-470-033	816 HARDCASTLE RANCH RD	816 HARDCASTLE RANCH RD	BLD-2022-1084	SFD	O									0							1	4/12/2023	1								1	11/27/2023	1	0	NONE	Y													
	033-470-034	820 HARDCASTLE RANCH RD	820 HARDCASTLE RANCH RD	BLD-2022-1086	SFD	O									0							1	4/12/2023	1								1	12/5/2023	1	0	NONE	Y													
	033-470-043	821 HARDCASTLE RANCH RD	821 HARDCASTLE RANCH RD	BLD-2022-1087	SFD	O									0							1	4/12/2023	1								1	11/3/2023	1	0	NONE	Y													
	033-470-044	817 HARDCASTLE RANCH RD	817 HARDCASTLE RANCH RD	BLD-2022-1088	SFD	O									0							1	4/12/2023	1								1	10/30/2023	1	0	NONE	Y													
	033-470-045	813 HARDCASTLE RANCH RD	813 HARDCASTLE RANCH RD	BLD-2022-1089	SFD	O									0							1	4/12/2023	1								1	10/25/2023	1	0	NONE	Y													
	033-470-046	809 HARDCASTLE RANCH RD	809 HARDCASTLE RANCH RD	BLD-2022-1090	SFD	O									0							1	4/12/2023	1										0	0	NONE	Y													
	033-470-047	805 HARDCASTLE RANCH RD	805 HARDCASTLE RANCH RD	BLD-2022-1091	SFD	O									0							1	4/12/2023	1								1	10/18/2023	1	0	NONE	Y													
	033-470-048	801 HARDCASTLE RANCH RD	801 HARDCASTLE RANCH RD	BLD-2022-1092	SFD	O									0							1	4/12/2023	1								1	10/16/2023	1	0	NONE	Y													
	041-080-044	2881 OAKLEY RD	2881 OAKLEY RD	BLD-2023-0854	SFD	O									0							1	5/4/2023	1								1	12/20/2023	1	0	NONE	Y													
	041-080-047	2585 ALMONDWOOD PL	2585 ALMONDWOOD PL	BLD-2023-0855	SFD	O									0							1	5/4/2023	1								1	12/28/2023	1	0	NONE	Y													
	041-080-048	2975 ALMONDWOOD PL	2975 ALMONDWOOD PL	BLD-2023-0856	SFD	O									0							1	5/4/2023	1								1	12/28/2023	1	0	NONE	Y													
	041-080-049	2965 ALMONDWOOD PL	2965 ALMONDWOOD PL	BLD-2023-0857	SFD	O									0							1	5/4/2023	1										0	0	NONE	Y													
	034-580-006	142 MIRA VISTA DR	142 MIRA VISTA DR	BLD-2022-2274	SFD	O									0							1	5/12/2023	1								1	11/14/2023	1	0	NONE	Y													
	034-580-007	138 MIRA VISTA DR	138 MIRA VISTA DR	BLD-2022-2275	SFD	O									0							1	5/12/2023	1								1	11/14/2023	1	0	NONE	Y													
	034-580-008	134 MIRA VISTA DR	134 MIRA VISTA DR	BLD-2022-2276	SFD	O									0							1	5/12/2023	1								1	10/27/2023	1	0	NONE	Y													
	034-580-033	305 ADORA LN	305 ADORA LN	BLD-2022-2277	SFD	O									0							1	5/12/2023	1								1	12/19/2023	1	0	NONE	Y													
	034-580-034	301 ADORA LN	301 ADORA LN	BLD-2022-2278	SFD	O									0							1	5/12/2023	1								1	12/27/2023	1	0	NONE	Y													
	034-580-035	300 ADORA LN	300 ADORA LN	BLD-2022-2279	SFD	O									0							1	5/12/2023	1								1	10/20/2023	1	0	NONE	Y													
	034-580-036	304 ADORA LN	304 ADORA LN	BLD-2022-2280	SFD	O									0							1	5/12/2023	1								1	10/10/2023	1	0	NONE	Y													
	033-470-035	828 HARDCASTLE RANCH RD	828 HARDCASTLE RANCH RD	BLD-2022-2255	SFD	O									0							1	5/24/2023	1								1	12/28/2023	1	0	NONE	Y													
	033-470-036	824 HARDCASTLE RANCH RD	824 HARDCASTLE RANCH RD	BLD-2022-2256	SFD	O									0							1	5/24/2023	1								1	12/18/2023	1	0	NONE	Y													
	033-470-042	845 HARDCASTLE RANCH RD	845 HARDCASTLE RANCH RD	BLD-2022-2257	SFD	O									0							1	5/24/2023	1										0	0	NONE	Y													
	033-470-038	841 HARDCASTLE RANCH RD	841 HARDCASTLE RANCH RD	BLD-2022-2258	SFD	O									0							1	5/24/2023	1										0	0	NONE	Y													
	033-470-039	837 HARDCASTLE RANCH RD	837 HARDCASTLE RANCH RD	BLD-2022-2259	SFD	O									0							1	5/24/2023	1										0	0	NONE	Y													
	032-590-025	437 LEDRO WAY	437 LEDRO WAY	BLD-2023-0864	SFD	O									0							1	5/24/2023	1										0	0	NONE	Y													
	032-590-029	421 LEDRO WAY	421 LEDRO WAY	BLD-2023-0974	SFD	O									0							1	6/5/2023	1								1	11/1/2023	1	0	NONE	Y													
	032-590-030	417 LEDRO WAY	417 LEDRO WAY	BLD-2023-0975	SFD	O									0							1	6/5/2023	1								1	11/6/2023	1	0	NONE	Y													
	032-590-031	413 LEDRO WAY	413 LEDRO WAY	BLD-2023-0976	SFD	O									0							1	6/5/2023	1								1	11/3/2023	1	0	NONE	Y													
	035-134-006	218 STAR ST	218 STAR ST	BLD-2022-0134	SFD	O									0							1	6/12/2023	1										0	0	NONE	Y													
	034-580-003	153 MIRA VISTA DR	153 MIRA VISTA DR	BLD-2023-0932	SFD	O									0							1	6/20/2023	1								1	11/29/2023	1	0	NONE	Y													
	034-580-004	150 MIRA VISTA DR	150 MIRA VISTA DR	BLD-2023-0933	SFD	O									0							1	6/20/2023	1								1	11/27/2023	1	0	NONE	Y													
	034-580-005	146 MIRA VISTA DR	146 MIRA VISTA DR	BLD-2023-0934	SFD	O									0							1	6/20/2023	1								1	11/21/2023	1	0	NONE	Y													
	034-590-001	5150 GRAPEVINE LN	5150 GRAPEVINE LN	BLD-2022-2329	SFD	O									0							1	6/29/2023	1										0	0	NONE	Y													
	034-590-002	5140 GRAPEVINE LN	5140 GRAPEVINE LN	BLD-2022-2330	SFD	O									0							1	6/29/2023	1										0	0	NONE	Y													
	034-590-003	11 GRAPEVINE CT	11 GRAPEVINE CT	BLD-2022-2331	SFD	O									0							1	6/29/2023	1										0	0	NONE	Y													
	034-590-004	21 GRAPEVINE CT	21 GRAPEVINE CT	BLD-2022-2332	SFD	O									0							1	6/29/2023	1										0	0	NONE	Y													
	034-590-012	20 GRAPEVINE CT	20 GRAPEVINE CT	BLD-2022-2333	SFD	O									0							1	6/29/2023	1										0	0	NONE	Y													
	034-590-013	10 GRAPEVINE CT	10 GRAPEVINE CT	BLD-2022-2334	SFD	O									0							1	6/29/2023	1										0	0	NONE	Y													
	034-590-026	5151 GRAPEVINE LN	5151 GRAPEVINE LN	BLD-2022-2335	SFD	O									0							1	6/29/2023	1										0	0	NONE	Y													
	032-590-032	409 LEDRO WAY	409 LEDRO WAY	BLD-2023-1240	SFD	O									0							1	7/14/2023	1								1	12/4/2023	1	0	NONE	N													
	032-590-033	405 LEDRO WAY	405 LEDRO WAY	BLD-2023-1241	SFD	O									0							1	7/14/2023	1								1	12/4/2023	1	0	NONE	N													
	032-590-034	401 LEDRO WAY	401 LEDRO WAY	BLD-2023-1242	SFD	O									0							1	7/14/2023	1								1	12/4/2023	1	0	NONE	N													
	034-580-028	161 MIRA VISTA DR	161 MIRA VISTA DR	BLD-2023-0930	SFD	O									0							1	7/20/2023	1										0	0	NONE	Y													
	034-580-002	157 MIRA VISTA DR	157 MIRA VISTA DR	BLD-2023-0931	SFD	O									0							1	7/20/2023	1										0	0	NONE	Y													
	034-580-001	158 MIRA VISTA DR	158 MIRA VISTA DR	BLD-2023-0935	SFD	O									0							1	7/20/2023	1										0	0	NONE	Y													
	034-580-029	162 MIRA VISTA DR	162 MIRA VISTA DR	BLD-2023-0936	SFD	O									0							1	7/20/2023	1										0	0	NONE	Y													
	032-590-042	414 LEDRO WAY	414 LEDRO WAY	BLD-2023-1545	SFD	O									0							1	8/15/2023	1										0	0	NONE	N													
	032-590-043	410 LEDRO WAY	410 LEDRO WAY	BLD-2023-1546	SFD	O									0							1	8/15/2023	1										0	0	NONE	N													
	032-590-044	406 LEDRO WAY	406 LEDRO WAY	BLD-2023-1547	SFD	O									0							1	8/15/2023	1										0	0	NONE	N													
	032-590-045	402 LEDRO WAY	402 LEDRO WAY	BLD-2023-1548	SFD	O									0							1	8/15/2023	1										0	0	NONE	N													
	032-590-046	398 LEDRO WAY	398 LEDRO WAY	BLD-2023-1549	SFD	O									0							1	8/15/2023	1										0	0	NONE	N													
	032-590-047	394 LEDRO WAY	394 LEDRO WAY	BLD-2023-1550	SFD	O									0							1	8/15/2023	1										0	0	NONE	N													
	034-580-026	270 EAGLE NEST DR	270 EAGLE NEST DR	BLD-2023-1572	SFD	O									0							1	8/22/2023	1										0	0	NONE	Y													
	034-580-025	266 EAGLE NEST DR	266 EAGLE NEST DR	BLD-2023-1573	SFD	O									0							1	8/22/2023	1										0	0	NONE	Y													

YELLOW HIGHLIGHT IS HCD MACRO INADVERTENTLY ACTIVATING IN RESPONSE TO ADU.

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

ANNUAL ELEMENT PROGRESS REPORT
Housing Element Implementation

Note: "+" indicates an optional field

Cells in grey contain auto-calculation formulas

A1_1_Prior	A2_1_Context	A2_2_Address	A2_3_Name	A3_1_ID	A2_2_Unit	A2_3_Tenure	A2_4_vLowDeed	A2_4_vLowRente	A2_4_LowDeed	A2_4_LowRente	A2_4_MdDeed	A2_4_MdRente	A2_4_Above	A2_5_Date	A2_6_Units	A2_7_vLowDeed	A2_7_vLowRente	A2_7_LowDeed	A2_7_LowRente	A2_7_ModDeed	A2_7_ModRente	A2_7_Above	A2_8_Date	A2_9_Units	A2_10_vLowDeed	A2_10_vLowRente	A2_10_LowDeed	A2_10_LowRente	A2_10_MdDeed	A2_10_MdRente	A2_10_Above	A2_10_Date	A2_10_Units	A2_12_sLow	A2_14_Stream	A2_15_Infill	A3_16_Assist	A3_17_Deed	A3_18_Affordable	A3_19_Terms	A3_20_Units	A3_20_Deed	A3_20_Demo	A3_22_DR	A3_23_DR	A3_24_DR	A3_25_DR	A3_31_Hobby
	034-580-030	267 EAGLE NEST DR	267 EAGLE NEST DR	BLD-2023-1574	SFD	O									0							1	8/22/2023	1								0	0	NONE	Y													
	034-590-033	271 EAGLE NEST DR	271 EAGLE NEST DR	BLD-2023-1575	SFD	O									0							1	8/22/2023	1								0	0	NONE	Y													
	032-590-060	501 PINO LN	501 PINO LN	BLD-2023-1751	SFD	O									0							1	9/14/2023	1								0	0	NONE	N													
	032-590-059	505 PINO LN	505 PINO LN	BLD-2023-1752	SFD	O									0							1	9/14/2023	1								0	0	NONE	N													
	032-590-058	509 PINO LN	509 PINO LN	BLD-2023-1753	SFD	O									0							1	9/14/2023	1								0	0	NONE	N													
	032-590-057	513 PINO LN	513 PINO LN	BLD-2023-1754	SFD	O									0							1	9/14/2023	1								0	0	NONE	N													
	032-590-065	514 PINO LN	514 PINO LN	BLD-2023-1755	SFD	O									0							1	9/14/2023	1								0	0	NONE	N													
	032-590-064	510 PINO LN	510 PINO LN	BLD-2023-1756	SFD	O									0							1	9/14/2023	1								0	0	NONE	N													
	034-590-028	5181 GRAPEVINE LN	5181 GRAPEVINE LN	BLD-2023-1568	SFD	O									0							1	10/17/2023	1								0	0	NONE	Y													
	034-590-029	5171 GRAPEVINE LN	5171 GRAPEVINE LN	BLD-2023-1569	SFD	O									0							1	10/17/2023	1								0	0	NONE	Y													
	034-590-030	5161 GRAPEVINE LN	5161 GRAPEVINE LN	BLD-2023-1570	SFD	O									0							1	10/17/2023	1								0	0	NONE	Y													
	034-590-026	274 EAGLE NEST DR	274 EAGLE NEST DR	BLD-2023-1571	SFD	O									0							1	10/17/2023	1								0	0	NONE	Y													
	032-590-048	517 PINO LN	517 PINO LN	BLD-2023-1888	SFD	O									0							1	10/19/2023	1								0	0	NONE	N													
	032-590-049	521 PINO LN	521 PINO LN	BLD-2023-1889	SFD	O									0							1	10/19/2023	1								0	0	NONE	N													
	032-590-050	522 PINO LN	522 PINO LN	BLD-2023-1890	SFD	O									0							1	10/19/2023	1								0	0	NONE	N													
	032-590-051	518 PINO LN	518 PINO LN	BLD-2023-1891	SFD	O									0							1	10/19/2023	1								0	0	NONE	N													
	041-080-059	2955 ALMONDWOOD PL	2955 ALMONDWOOD PL	BLD-2023-1989	SFD	O									0							1	10/23/2023	1								0	0	NONE	Y													
	041-080-051	2953 ALMONDWOOD PL	2953 ALMONDWOOD PL	BLD-2023-1990	SFD	O									0							1	10/23/2023	1								0	0	NONE	Y													
	041-080-052	2951 ALMONDWOOD PL	2951 ALMONDWOOD PL	BLD-2023-1991	SFD	O									0							1	10/23/2023	1								0	0	NONE	Y													
	032-590-055	531 PINO LN	531 PINO LN	BLD-2023-2002	SFD	O									0							1	10/25/2023	1								0	0	NONE	N													
	032-590-065	530 PINO LN	530 PINO LN	BLD-2023-2003	SFD	O									0							1	10/25/2023	1								0	0	NONE	N													
	032-590-066	526 PINO LN	526 PINO LN	BLD-2023-2004	SFD	O									0							1	10/25/2023	1								0	0	NONE	N													
	032-590-052	535 PINO LN	535 PINO LN	BLD-2023-2202	SFD	O									0							1	12/6/2023	1								0	0	NONE	N													
	032-590-051	539 PINO LN	539 PINO LN	BLD-2023-2203	SFD	O									0							1	12/6/2023	1								0	0	NONE	N													
	032-590-071	538 PINO LN	538 PINO LN	BLD-2023-2204	SFD	O									0							1	12/6/2023	1								0	0	NONE	N													
	032-590-070	534 PINO LN	534 PINO LN	BLD-2023-2205	SFD	O									0							1	12/6/2023	1								0	0	NONE	N													
	032-590-050	543 PINO LN	543 PINO LN	BLD-2023-2270	SFD	O									0							1	12/20/2023	1								0	0	NONE	N													
	032-590-049	547 PINO LN	547 PINO LN	BLD-2023-2271	SFD	O									0							1	12/20/2023	1								0	0	NONE	N													
	032-590-048	551 PINO LN	551 PINO LN	BLD-2023-2272	SFD	O									0							1	12/20/2023	1								0	0	NONE	N													
	032-590-056	555 PINO LN	555 PINO LN	BLD-2023-2273	SFD	O									0							1	12/20/2023	1								0	0	NONE	N													
	032-590-069	550 PINO LN	550 PINO LN	BLD-2023-2274	SFD	O									0							1	12/20/2023	1								0	0	NONE	N													
	032-590-068	546 PINO LN	546 PINO LN	BLD-2023-2275	SFD	O									0							1	12/20/2023	1								0	0	NONE	N													
	032-590-067	542 PINO LN	542 PINO LN	BLD-2023-2276	SFD	O									0							1	12/20/2023	1								0	0	NONE	N													
	033-052-017	110 DOUGLAS RD	110 DOUGLAS RD	BLD-2020-0067	SFD	O									0									0							1	1/26/2023	1	0	NONE	Y													
	033-470-042	825 HARDCASTLE RANCH RD	825 HARDCASTLE RANCH RD	BLD-2020-1442	SFD	O									0									0							1	6/14/2023	1	0	NONE	Y													
	034-080-047	3771 DANIEL DR	3771 DANIEL DR	BLD-2019-0948	SFD	O									0									0							1	4/18/2023	1	0	NONE	Y													
	037-610-092	252 AGATA WAY	252 AGATA WAY	BLD-2021-1166	SFD	O									0									0							1	8/3/2023	1	0	NONE	Y													
	037-610-058	277 AGATA WAY	277 AGATA WAY	BLD-2021-1467	SFD	O									0									0							1	8/3/2023	1	0	NONE	Y													
	037-610-055	289 AGATA WAY	289 AGATA WAY	BLD-2021-1649	SFD	O									0									0							1	8/3/2023	1	0	NONE	Y													
	037-610-057	281 AGATA WAY	281 AGATA WAY	BLD-2021-1651	SFD	O									0									0							1	8/3/2023	1	0	NONE	Y													
	037-610-049	104 DIEGO CT	104 DIEGO CT	BLD-2021-1934	SFD	O									0									0							1	8/8/2023	1	0	NONE	Y													
	037-620-001	500 GEMSTONE WAY	500 GEMSTONE WAY	BLD-2021-1908	SFD	O									0									0							1	12/19/2023	1	0	NONE	Y													
	034-550-021	22 MILLWOOD CT	22 MILLWOOD CT	BLD-2021-3002	SFD	O									0									0							1	5/25/2023	1	0	NONE	Y													
	034-550-023	18 MILLWOOD CT	18 MILLWOOD CT	BLD-2021-3004	SFD	O									0									0							1	1/20/2023	1	0	NONE	Y													
	034-550-024	16 MILLWOOD CT	16 MILLWOOD CT	BLD-2021-3005	SFD	O									0									0							1	1/5/2023	1	0	NONE	Y													
	034-550-025	14 MILLWOOD CT	14 MILLWOOD CT	BLD-2021-3006	SFD	O									0									0							1	1/17/2023	1	0	NONE	Y													
	034-550-012	23 MILLWOOD CT	23 MILLWOOD CT	BLD-2022-0525	SFD	O									0									0							1	2/13/2023	1	0	NONE	Y													
	034-550-013	25 MILLWOOD CT	25 MILLWOOD CT	BLD-2022-0526	SFD	O									0									0							1	2/22/2023	1	0	NONE	Y													
	034-550-014	27 MILLWOOD CT	27 MILLWOOD CT	BLD-2022-0527	SFD	O									0									0							1	5/18/2023	1	0	NONE	Y													
	034-550-015	29 MILLWOOD CT	29 MILLWOOD CT	BLD-2022-0528	SFD	O									0									0							1	4/26/2023	1	0	NONE	Y													
	034-550-016	32 MILLWOOD CT	32 MILLWOOD CT	BLD-2022-0529	SFD	O									0									0							1	6/27/2023	1	0	NONE	Y													
	034-550-017	30 MILLWOOD CT	30 MILLWOOD CT	BLD-2022-0530	SFD	O									0									0							1	5/8/2023	1	0	NONE	Y													
	034-550-018	28 MILLWOOD CT	28 MILLWOOD CT	BLD-2022-0531	SFD	O									0									0							1	5/24/2023	1	0	NONE	Y													
	034-550-020	24 MILLWOOD CT	24 MILLWOOD CT	BLD-2022-0533	SFD	O									0									0							1	2/17/2023	1	0	NONE	Y													
	032-590-001	301 ORSO WAY	301 ORSO WAY	BLD-2022-0652	SFD	O									0									0							1	2/17/2023	1	0	NONE	N													
	032-590-002	305 ORSO WAY	305 ORSO WAY	BLD-2022-0653	SFD	O									0									0							1	2/17/2023	1	0	NONE	N													
	032-590-003	309 ORSO WAY	309 ORSO WAY	BLD-2022-0654	SFD	O									0									0							1	3/16/2023	1	0	NONE	N													
	032-590-022	306 ORSO WAY	306 ORSO WAY	BLD-2022-0657	SFD	O									0									0							1	2/17/2023	1	0	NONE	N													
	032-590-023	302 ORSO WAY	302 ORSO WAY	BLD-2022-0658	SFD	O									0									0							1	2/17/2023	1	0	NONE	N													
	034-580-034	313 ADORA LN	313 ADORA LN	BLD-2022-0672	SFD	O									0									0							1	1/18/2023	1	0	NONE	Y													
	037-620-067	221 COLD CREEK DR	221 COLD CREEK DR	BLD-2022-0855	SFD	O									0									0							1	1/4/2023	1	0	NONE	Y													
	037-620-068	225 COLD CREEK DR	225 COLD CREEK DR	BLD-2022-0856	SFD	O									0									0							1	1/4/2023	1	0	NONE	Y													
	037-620-069	229 COLD CREEK DR	229 COLD CREEK DR	BLD-2022-0857	SFD	O									0									0							1	1/5/2023	1	0	NONE	Y													
	037-620-070	233 COLD CREEK DR	233 COLD CREEK DR	BLD-2022-0858	SFD	O									0									0							1	1/5/2023	1	0	NONE	Y													
	037-620-098	226 COLD CREEK DR	226 COLD CREEK DR	BLD-2022-0860	SFD	O									0									0							1	1/18/2023	1	0	NONE	Y													
	037-620-099	230 COLD CREEK DR	230 COLD CREEK DR	BLD-2022-0861	SFD	O									0									0							1	1/18/2023	1	0	NONE	Y													
	037-620-100	234 COLD CREEK DR	234 COLD CREEK DR	BLD-2022-0862	SFD	O									0									0							1	1/18/2023	1	0	NONE	Y													
	034-080-046	3781 DANIEL DR	3781 DANIEL DR	BLD-2021-2575	SFD	O									0									0							1	11/30/2023	1	0	NONE	Y													
	034-580-013	252 EAGLE NEST DR	252 EAGLE NEST DR	BLD-2022-0699	SFD	O									0									0							1	5/25/2023	1	0	NONE	Y													
	034-580-014	248 EAGLE NEST DR	248 EAGLE NEST DR	BLD-2022-0700	SFD	O									0									0							1	7/6/2023	1	0	NONE	Y													
	034-580-015	244 EAGLE NEST DR	244 EAGLE NEST DR	BLD-2022-0701	SFD	O									0									0							1	4/5/2023	1	0	NONE	Y													
	034-580-016	240 EAGLE NEST DR	240 EAGLE NEST DR	BLD-2022-0702	SFD	O									0									0							1	3/31/2023	1	0	NONE	Y													
	034-580-017	237 EAGLE NEST DR	237 EAGLE NEST DR	BLD-2022-0703	SFD	O									0									0							1	4/3/2023	1	0	NONE	Y													
	034-580-018	233 EAGLE NEST DR	233 EAGLE NEST DR	BLD-2022-0704	SFD	O									0									0							1	4/27/2023	1	0	NONE	Y													
	034-580-039	247 EAGLE NEST DR	247 EAGLE NEST DR	BLD-2022-0705	SFD	O									0									0							1	6/7/2023	1	0	NONE	Y													
	034-580-040	251 EAGLE NEST DR	251 EAGLE NEST DR	BLD-2022-0706	SFD	O									0									0							1	6/12/2023	1	0	NONE	Y													
	037-620-071	237 COLD CREEK DR	237 COLD CREEK DR	BLD-2022-1100	SFD	O									0									0							1	2/1/2023	1	0	NONE	Y													

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

ANNUAL ELEMENT PROGRESS REPORT
Housing Element Implementation

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

A1. Prior	A2. 1. Current	A2. 1. Address	A2. 1. Name	A1. 1. ID	A2. 2. Unit	A2. 3. Tenure	A2. 4. vLowDeed	A2. 4. vLowNone	A2. 4. LowDeed	A2. 4. LowNone	A2. 4. ModDeed	A2. 4. ModNone	A2. 4. Above	A2. 5. Date	A2. 6. Units	A2. 7. vLowDeed	A2. 7. vLowNone	A2. 7. LowDeed	A2. 7. LowNone	A2. 7. ModDeed	A2. 7. ModNone	A2. 7. Above	A2. 8. Date	A2. 9. Units	A2. 10. vLowDeed	A2. 10. vLowNone	A2. 10. LowDeed	A2. 10. LowNone	A2. 10. ModDeed	A2. 10. ModNone	A2. 10. Above	A2. 10. Date	A2. 10. Units	A2. 12. eLow	A2. 14. Stream	A2. 15. HBI	A2. 16. Assist	A2. 17. Deed	A2. 18. Affordable	A2. 19. Terms	A2. 20. Units	A2. 20. Deed	A2. 20. Demo	A2. 22. DB	A2. 23. DB	A2. 24. DB	A2. 25. DB	A2. 21. Notes
	037-620-072	241 COLD CREEK DR	241 COLD CREEK DR	BLD-2022-1101	SFD	O									0								0								1	2/1/2023	1	0	NONE	Y														
	037-620-073	245 COLD CREEK DR	245 COLD CREEK DR	BLD-2022-1102	SFD	O									0								0								1	2/2/2023	1	0	NONE	Y														
	037-620-074	249 COLD CREEK DR	249 COLD CREEK DR	BLD-2022-1103	SFD	O									0								0								1	2/2/2023	1	0	NONE	Y														
	037-620-101	238 COLD CREEK DR	238 COLD CREEK DR	BLD-2022-1104	SFD	O									0								0								1	2/3/2023	1	0	NONE	Y														
	037-620-102	242 COLD CREEK DR	242 COLD CREEK DR	BLD-2022-1105	SFD	O									0								0								1	2/3/2023	1	0	NONE	Y														
	037-620-103	246 COLD CREEK DR	246 COLD CREEK DR	BLD-2022-1106	SFD	O									0								0								1	2/6/2023	1	0	NONE	Y														
	037-620-104	250 COLD CREEK DR	250 COLD CREEK DR	BLD-2022-1108	SFD	O									0								0								1	2/6/2023	1	0	NONE	Y														
	032-590-009	333 ORSO WAY	333 ORSO WAY	BLD-2022-0983	SFD	O									0								0								1	7/17/2023	1	0	NONE	N														
	032-590-010	337 ORSO WAY	337 ORSO WAY	BLD-2022-0984	SFD	O									0								0								1	3/14/2023	1	0	NONE	N														
	032-590-013	342 ORSO WAY	342 ORSO WAY	BLD-2022-0987	SFD	O									0								0								1	3/14/2023	1	0	NONE	N														
	032-590-014	338 ORSO WAY	338 ORSO WAY	BLD-2022-0988	SFD	O									0								0								1	4/4/2023	1	0	NONE	N														
	032-590-016	330 ORSO WAY	330 ORSO WAY	BLD-2022-0990	SFD	O									0								0								1	5/19/2023	1	0	NONE	N														
	034-550-074	724 FRAZIER DR	724 FRAZIER DR	BLD-2021-1209	SFD	O									0								0								1	7/21/2023	1	0	NONE	Y														
	034-550-075	726 FRAZIER DR	726 FRAZIER DR	BLD-2021-1210	SFD	O									0								0								1	9/20/2023	1	0	NONE	Y														
	034-550-076	728 FRAZIER DR	728 FRAZIER DR	BLD-2021-1211	SFD	O									0								0								1	7/12/2023	1	0	NONE	Y														
	034-550-078	727 FRAZIER DR	727 FRAZIER DR	BLD-2021-1213	SFD	O									0								0								1	9/20/2023	1	0	NONE	Y														
	034-550-079	725 FRAZIER DR	725 FRAZIER DR	BLD-2021-1214	SFD	O									0								0								1	12/12/2023	1	0	NONE	Y														
	034-550-080	723 FRAZIER DR	723 FRAZIER DR	BLD-2021-1215	SFD	O									0								0								1	12/19/2023	1	0	NONE	Y														
	033-080-026	421 HILL AVE	421 HILL AVE	BLD-2022-0772	SFD	O									0								0								1	9/7/2023	1	0	NONE	Y														
	041-080-040	5020 NEROLY RD	5020 NEROLY RD	BLD-2022-2025	SFD	O									0								0								1	12/14/2023	1	0	NONE	Y														
	041-080-041	5010 NEROLY RD	5010 NEROLY RD	BLD-2022-2026	SFD	O									0								0								1	12/14/2023	1	0	NONE	Y														
	041-080-042	5000 NEROLY RD	5000 NEROLY RD	BLD-2022-2027	SFD	O									0								0								1	8/29/2023	1	0	NONE	Y														
	037-620-075	253 COLD CREEK DR	253 COLD CREEK DR	BLD-2022-1653	SFD	O									0								0								1	5/8/2023	1	0	NONE	Y														
	037-620-076	257 COLD CREEK DR	257 COLD CREEK DR	BLD-2022-1654	SFD	O									0								0								1	5/8/2023	1	0	NONE	Y														
	037-620-077	261 CINNABAR WAY	261 CINNABAR WAY	BLD-2022-1656	SFD	O									0								0								1	5/8/2023	1	0	NONE	Y														
	037-620-078	265 CINNABAR WAY	265 CINNABAR WAY	BLD-2022-1657	SFD	O									0								0								1	5/23/2023	1	0	NONE	Y														
	037-620-079	269 CINNABAR WAY	269 CINNABAR WAY	BLD-2022-1658	SFD	O									0								0								1	6/27/2023	1	0	NONE	Y														
	037-620-080	273 CINNABAR WAY	273 CINNABAR WAY	BLD-2022-1659	SFD	O									0								0								1	6/27/2023	1	0	NONE	Y														
	037-620-081	277 CINNABAR WAY	277 CINNABAR WAY	BLD-2022-1660	SFD	O									0								0								1	6/28/2023	1	0	NONE	Y														
	037-620-082	281 CINNABAR WAY	281 CINNABAR WAY	BLD-2022-1661	SFD	O									0								0								1	6/28/2023	1	0	NONE	Y														
	032-590-007	325 ORSO WAY	325 ORSO WAY	BLD-2022-1986	SFD	O									0								0								1	7/7/2023	1	0	NONE	N														
	032-590-008	329 ORSO WAY	329 ORSO WAY	BLD-2022-1987	SFD	O									0								0								1	4/3/2023	1	0	NONE	N														
	032-590-017	326 ORSO WAY	326 ORSO WAY	BLD-2022-1988	SFD	O									0								0								1	4/4/2023	1	0	NONE	N														
	032-590-018	322 ORSO WAY	322 ORSO WAY	BLD-2022-1989	SFD	O									0								0								1	7/18/2023	1	0	NONE	N														
	032-590-006	321 ORSO WAY	321 ORSO WAY	BLD-2022-2466	SFD	O									0								0								1	5/19/2023	1	0	NONE	N														
	032-590-019	318 ORSO WAY	318 ORSO WAY	BLD-2022-2467	SFD	O									0								0								1	7/20/2023	1	0	NONE	N														
	032-590-020	314 ORSO WAY	314 ORSO WAY	BLD-2022-2468	SFD	O									0								0								1	7/20/2023	1	0	NONE	N														
	032-590-024	441 LEDRO WAY	441 LEDRO WAY	BLD-2022-2469	SFD	O									0								0								1	8/21/2023	1	0	NONE	N														
	035-523-010	479 VINEWOOD DR	479 VINEWOOD DR	BLD-2022-0040	ADU	R									0								0								1		1	0	NONE	N														
	032-590-026	433 LEDRO WAY	433 LEDRO WAY	BLD-2022-2476	SFD	O									0								0								1	9/28/2023	1	0	NONE	N														
	032-590-036	442 LEDRO WAY	442 LEDRO WAY	BLD-2022-2478	SFD	O									0								0								1	8/24/2023	1	0	NONE	N														
	032-590-037	438 LEDRO WAY	438 LEDRO WAY	BLD-2022-2479	SFD	O									0								0								1	9/14/2023	1	0	NONE	N														
	032-590-038	434 LEDRO WAY	434 LEDRO WAY	BLD-2022-2480	SFD	O									0								0								1	9/15/2023	1	0	NONE	N														
	032-590-027	429 LEDRO WAY	429 LEDRO WAY	BLD-2022-2481	SFD	O									0								0								1	9/28/2023	1	0	NONE	N														
	032-590-028	425 LEDRO WAY	425 LEDRO WAY	BLD-2022-2482	SFD	O									0								0								1	10/4/2023	1	0	NONE	N														
	032-590-039	430 LEDRO WAY	430 LEDRO WAY	BLD-2022-2483	SFD	O									0								0								1	10/17/2023	1	0	NONE	N														
	032-590-040	426 LEDRO WAY	426 LEDRO WAY	BLD-2022-2484	SFD	O									0								0								1	10/18/2023	1	0	NONE	N														
	032-590-041	422 LEDRO WAY	422 LEDRO WAY	BLD-2022-2485	SFD	O									0								0								1	10/20/2023	1	0	NONE	N														
	037-620-015	416 COOLCREST DR	416 COOLCREST DR	BLD-2022-2401	SFD	O									0								0								1	10/17/2023	1	0	NONE	Y														
	037-620-018	420 COOLCREST DR	420 COOLCREST DR	BLD-2022-2403	SFD	O									0								0								1	10/17/2023	1	0	NONE	Y														
	037-620-022	428 COOLCREST DR	428 COOLCREST DR	BLD-2022-2404	SFD	O									0								0								1	10/12/2023	1	0	NONE	Y														
	037-620-023	432 COOLCREST DR	432 COOLCREST DR	BLD-2022-2405	SFD	O									0								0								1	10/9/2023	1	0	NONE	Y														
	037-620-025	440 COOLCREST DR	440 COOLCREST DR	BLD-2022-2407	SFD	O									0								0								1	9/26/2023	1	0	NONE	Y														
	037-620-026	444 COOLCREST DR	444 COOLCREST DR	BLD-2022-2408	SFD	O									0								0								1	9/22/2023	1	0	NONE	Y														
	037-620-027	448 COOLCREST DR	448 COOLCREST DR	BLD-2022-2409	SFD	O									0								0								1	9/18/2023	1	0	NONE	Y														
	037-620-028	452 COOLCREST DR	452 COOLCREST DR	BLD-2022-2410	SFD	O									0								0								1	9/18/2023	1	0	NONE	Y														
	037-620-017	424 COOLCREST DR	424 COOLCREST DR	BLD-2022-2411	SFD	O									0								0								1	10/20/2023	1	0	NONE	Y														
	037-620-029	456 COOLCREST DR	456 COOLCREST DR	BLD-2022-2412	SFD	O									0								0								1	9/7/2023	1	0	NONE	Y														
	037-620-030	460 COOLCREST DR	460 COOLCREST DR	BLD-2022-2414	SFD	O									0								0								1	9/1/2023	1	0	NONE	Y														
	037-620-031	464 COOLCREST DR	464 COOLCREST DR	BLD-2022-2415	SFD	O									0								0								1	8/31/2023	1	0	NONE	Y														
	037-620-032	301 SLATE ST	301 SLATE ST	BLD-2022-2416	SFD	O									0								0								1	8/28/2023	1	0	NONE	Y														
	037-620-033	305 SLATE ST	305 SLATE ST	BLD-2022-2417	SFD	O									0								0								1	8/23/2023	1	0	NONE	Y														
	037-620-034	309 SLATE ST	309 SLATE ST	BLD-2022-2418	SFD	O									0								0								1	8/22/2023	1	0	NONE	Y														
	037-620-035	313 SLATE ST	313 SLATE ST	BLD-2022-2419	SFD	O									0								0								1	8/22/2023	1	0	NONE	Y														
	037-620-036	317 SLATE ST	317 SLATE ST	BLD-2022-2420	SFD	O									0								0								1	8/15/2023	1	0	NONE	Y														
	037-620-037	321 SLATE ST	321 SLATE ST	BLD-2022-2430	SFD	O									0								0								1	8/15/2023	1	0	NONE	Y														
	037-620-038	325 SLATE ST	325 SLATE ST	BLD-2022-2431	SFD	O									0								0								1	8/15/2023	1	0	NONE	Y														
	037-620-039	329 SLATE ST	329 SLATE ST	BLD-2022-2432	SFD	O									0								0								1	8/8/2023	1	0	NONE	Y														
	037-620-040	333 SLATE ST	333 SLATE ST	BLD-2022-2433	SFD	O									0								0								1	8/8/2023	1	0	NONE	Y														
	037-620-083	285 CINNABAR WAY	285 CINNABAR WAY	BLD-2022-2434	SFD	O									0								0								1	7/10/2023	1	0	NONE	Y														
	037-620-084	289 CINNABAR WAY	289 CINNABAR WAY	BLD-2022-2435	SFD	O									0								0								1	7/11/2023	1	0	NONE	Y														
	037-620-085	293 CINNABAR WAY	293 CINNABAR WAY	BLD-2022-2436	SFD	O									0								0								1	7/17/2023	1	0	NONE	Y														
	037-620-086	297 CINNABAR WAY	297 CINNABAR WAY	BLD-2022-2437	SFD	O									0								0								1	7/17/2023	1	0	NONE	Y														
	034-580-009	130 MIRA VISTA DR	130 MIRA VISTA DR	BLD-2022-1856	SFD	O									0								0								1	7/25/2023	1	0	NONE	Y														
	034-590-040	124 MIRA VISTA DR	124 MIRA VISTA DR	BLD-2022-1857	SFD	O									0								0								1	7/27/2023	1	0	NONE	Y														
	034-580-011	260 EAGLE NEST DR	260 EAGLE NEST DR	BLD-2022-1858	SFD	O									0								0								1	7/20/2023	1	0	NONE	Y														
	034-580-012	256 EAGLE NEST DR	256 EAGLE NEST DR	BLD-2022-1859	SFD	O									0								0								1	7/21/2023	1	0	NONE	Y														

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

ANNUAL ELEMENT PROGRESS REPORT
Housing Element Implementation

Note: "+" indicates an optional field

Cells in grey contain auto-calculation formulas

A2: 1. Prior	A2: 1. Context	A2: 1. Address	A2: 1. Name	A2: 1. ID	A2: 2. Unit	A2: 3. Tenure	A2: 4. vLowDeed	A2: 4. vLowHome	A2: 4. LowDeed	A2: 4. LowHome	A2: 4. ModDeed	A2: 4. ModHome	A2: 4. Above	A2: 5. Date	A2: 6. Units	A2: 7. vLowDeed	A2: 7. vLowHome	A2: 7. LowDeed	A2: 7. LowHome	A2: 7. ModDeed	A2: 7. ModHome	A2: 7. Above	A2: 8. Date	A2: 9. Units	A2: 10. vLowDeed	A2: 10. vLowHome	A2: 10. LowDeed	A2: 10. LowHome	A2: 10. ModDeed	A2: 10. ModHome	A2: 10. Above	A2: 10. Date	A2: 10. Units	A2: 12. eUse	A2: 14. Streets	A2: 15. Infill	A2: 16. Assist	A2: 17. Deed	A2: 18. Affordable	A2: 19. Terms	A2: 20. Units	A2: 20. Qual	A2: 20. Owns	A2: 22. DR	A2: 23. DR	A2: 24. DR	A2: 25. DR	A2: 31. Valley
	034-580-041	255 EAGLE NEST DR	255 EAGLE NEST DR	BLD-2022-1860	SFD	O									0								0							1	8/8/2023	1	0	NONE	Y																	
	034-580-042	259 EAGLE NEST DR	259 EAGLE NEST DR	BLD-2022-1861	SFD	O									0								0							1	8/28/2023	1	0	NONE	Y																	
	033-470-049	537 RAMOS RANCH RD	537 RAMOS RANCH RD	BLD-2022-0488	SFD	O									0								0							1	9/15/2023	1	0	NONE	Y																	
	033-470-051	529 RAMOS RANCH RD	529 RAMOS RANCH RD	BLD-2022-0490	SFD	O									0								0							1	9/6/2023	1	0	NONE	Y																	
	033-470-052	525 RAMOS RANCH RD	525 RAMOS RANCH RD	BLD-2022-0491	SFD	O									0								0							1	8/31/2023	1	0	NONE	Y																	
	033-470-053	521 RAMOS RANCH RD	521 RAMOS RANCH RD	BLD-2022-0492	SFD	O									0								0							1	8/24/2023	1	0	NONE	Y																	
	033-470-054	517 RAMOS RANCH RD	517 RAMOS RANCH RD	BLD-2022-0493	SFD	O									0								0							1	8/21/2023	1	0	NONE	Y																	
	033-470-055	513 RAMOS RANCH RD	513 RAMOS RANCH RD	BLD-2022-0494	SFD	O									0								0							1	8/9/2023	1	0	NONE	Y																	
	033-470-056	509 RAMOS RANCH RD	509 RAMOS RANCH RD	BLD-2022-0495	SFD	O									0								0							1	8/4/2023	1	0	NONE	Y																	
	033-470-058	501 RAMOS RANCH RD	501 RAMOS RANCH RD	BLD-2022-0497	SFD	O									0								0							1	7/31/2023	1	0	NONE	Y																	
	034-550-072	720 FRAZIER DR	720 FRAZIER DR	BLD-2022-0647	SFD	O									0								0							1	10/17/2023	1	0	NONE	Y																	
	034-550-073	722 FRAZIER DR	722 FRAZIER DR	BLD-2022-0648	SFD	O									0								0							1	9/25/2023	1	0	NONE	Y																	
	034-550-082	716 FRAZIER DR	716 FRAZIER DR	BLD-2022-0649	SFD	O									0								0							1	10/4/2023	1	0	NONE	Y																	

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

ANNUAL ELEMENT PROGRESS REPORT
Housing Element Implementation

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

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

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

		1		2									3	4
Income Level		**RHNA Allocation by Income Level**	**Projection Period - 06/30/2022-01/30/2023**	**2023**	**2024**	**2025**	**2026**	**2027**	**2028**	**2029**	**2030**	**2031**	**Total Units to Date (all years)**	**Total Remaining RHNA by Income Level**
Very Low	Deed Restricted	279	-	-	-	-	-	-	-	-	-	-	-	279
	Non-Deed Restricted		-	-	-	-	-	-	-	-	-	-		
Low	Deed Restricted	161	-	-	-	-	-	-	-	-	-	-	-	161
	Non-Deed Restricted		-	-	-	-	-	-	-	-	-	-		
Moderate	Deed Restricted	172	-	-	-	-	-	-	-	-	-	-	10	162
	Non-Deed Restricted		4	6	-	-	-	-	-	-	-	-		
Above Moderate		446	163	92	-	-	-	-	-	-	-	-	255	191
Total RHNA		1,058												
Total Units			167	98	-	-	-	-	-	-	-	-	265	793

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

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

*Extremely low-income houisng need determined pursuant to Government Code 65583(a)(1). Value in Section 5 is default value, assumed to be half of the very low-income RHNA. May be overwritten.

Please Note: Table B does not currently contain data from Table F or Table F2 for prior years. You may login to the APR system to see Table B that contains this data.
Note: units serving extremely low-income households are included in the very low-income RHNA progress and must be reported as very low-income units in section 7 of Table A2. They must also be reported in the extremely low-income category (section 13) in Table A2 to be counted as progress toward meeting the extremely low-income housing need determined pursuant to Government Code 65583(a)(1).
Please note: For the last year of the 5th cycle, Table B will only include units that were permitted during the portion of the year that was in the 5th cycle. For the first year of the 6th cycle, Table B will only include units that were permitted since the start of the planning period. Projection Period units are in a separate column.
Please note: The APR form can only display data for one planning period. To view progress for a different planning period, you may login to HCD's online APR system, or contact HCD staff at apr@hcd.ca.gov.

VLI Deed Restricted
VLI Non Deed Restricted
LI Deed Restricted
LI Non Deed Restricted
MI Deed Restricted
MI Non Deed Restricted
Above Mod Income

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

ANNUAL ELEMENT PROGRESS REPORT
Housing Element Implementation

Note: "+" indicates an optional field

Cells in grey contain auto-calculation formulas

Table C

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

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

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ANNUAL ELEMENT PROGRESS REPORT
Housing Element Implementation

Jurisdiction	Oakley	
Reporting Year	2023	(Jan. 1 - Dec. 31)

Table D

Program Implementation Status pursuant to GC Section 65583

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

1	2	3	4
Name of Program	Objective	Timeframe in H.E	Status of Program Implementation
1.1 REZONE ADEQUATE SITES TO MEET REMAINING RHNA NEED	Provision of Adequate Sites to accommodate remaining RHNA need of 434 lower income units.	Before January 21, 2026	Planning Staff are working on rezone for Planning Commission and Council Review in early 2025.
1.2 MAINTAIN AN INVENTORY OF AVAILABLE LAND RESOURCES	Inventory of Available Land Resources	Ongoing, update inventory as development projects are approved	The City has developed a map of vacant and underutilized parcels. The list includes both vacant parcels and parcels that have infill potential. The City is working to update the map following rezoning and is also in the process of integrating interactive GIS data that will be availble to the public.
1.3 ENCOURAGE DEVELOPMENT OF NEW AFFORDABLE RENTAL HOUSING	Offer regulatory and financial incentives to affordable developments.	Distribute news blast to affordable housing developers within three months of implementing Action 1.1. Provide ongoing support to affordable housing developers as projects are proposed.	The City is exploring regulatory and financial incentives to implement. The City expects to notify affordable housing developers following the completion of Program 1.1.
1.4 PROMOTE ACCESSORY DWELLING UNITS	The City shall facilitate the construction of new accessory dwelling units by promoting the Pre-Approved ADU Program including the ADU How-to-Guide for Oakley residents, homeowners, and contractors made available on the City website.	Ongoing, monitor legislative changes annually and update ordinance within the timeframe required by new legislation. Re-publish newsletter article and highlight on City website main page by June 2023 and annually thereafter.	The City has posted multiple articles in City emailed and printed newsletters highlighting the relative ease associated with obtaining an ADU permit. The ADU webpage for the City has been updated so it's easier to use and understand. The City continues to monitor changes in state law.
1.5 OBJECTIVE STANDARDS	The City shall prepare and adopt objective development and design standards for residential and mixed-use development to facilitate housing production by providing clarity and certainty for applicants proposing residential development in the City.	Dec-23	The City is actively working on development objective standards and expects to complete them this year.

1.6 DENSITY BONUS ORDINANCE	Implement Density Bonus Ordinance in compliance with State law	Update Density Bonus Ordinance by January 31, 2024. Review State density bonus law annually and amend ordinance within the timeframe required by new legislation as necessary to maintain compliance with State law	The City Planning Division is working to complete an ordinance before the end of the fiscal year.
1.7 MONITOR DEVELOPMENT FEES	The City shall continue to monitor required development fees including in-lieu fees, development impact fees, and processing fees, with the aim of reducing constraints on the development of affordable housing.	Annually.	The City's Planning Division anticipates evaluating constraints on affordable development caused by fees in 2025 when a full year has elapse since the housing element was approved.
1.8 AMENDMENTS TO THE DOWNTOWN SPECIFIC PLAN	Accelerate housing production in the downtown by providing clarity and transparency in the application of development standards	Dec-24	The Planning Division is exploring by-right density for the downtown and objective design standards.
2.1 REHABILITATION OF EXISTING HOUSING UNITS	The City shall encourage the rehabilitation of existing housing units by providing information on programs available to assist in housing rehabilitation.	Update City website by December 2024	The City's Planning Division is working to update the City's website with rehabilitation information by December 2024.
2.2 CODE ENFORCEMENT	Within current staffing limits, the City will continue to implement the Property Maintenance Program and Residential Rental Inspection Program to enforce the City's Building Code to address code violations that affect single-family and multi-family housing units.	Ongoing	The City has successfully operated the rental inspection program. The Code Enforcement division has identified multiple examples of substandard housing and have encouraged the associated successful application for permits.
2.3 DOWNTOWN-SPECIFIC INVESTMENT PROGRAM	Provide adequate infrastructure and encourage revitalization of Downtown Oakley to improve pedestrian safety and expand access to transit, services, and amenities to residents living in low resource neighborhoods in and around Downtown.	Initiate sidewalk repair and replacement projects in Spring 2023. Begin demolition of Sheriff's Substation for new library facility in Spring/Summer 2023. Release Request for Proposals (RFPs) for Architectural Design and Economic Analysis for new library facility in Summer 2023. Initiate Downtown storm drain improvement project in Summer 2023. Initiate street resurfacing and repair in Summer 2023.	The City continued to build public improvements in the downtown in 2023, the Sheriff's substation was demolished in 2023, RFPs were distributed for the library facility.
2.4 MONITOR ASSISTED HOUSING UNITS	the City will continue to maintain a database of assisted housing units and regularly monitor assisted housing units to ensure compliance with affordability requirements.	Annual monitoring	Ongoing. The City Planning Division continues to keep a list of deed restricted units and also in 2023 the City tracked approval of new affordable units to continue to maintain the data.

3.1 INCREASE ACCESS TO HOMEOWNERSHIP	**To increase access to homeownership for very low-, low-, and moderate-income households, the City will support homeownership programs carried out by non-profit housing corporations through provision of land, financial assistance, and/or technical assistance, as feasible.**	**2023 and ongoing**	**The City Planning Division continues to explore the programs available so that the information can be disseminated within the year.**
3.2 PROMOTE FAIR HOUSING	**The City will acquire and maintain fair housing materials to educate the community on a variety of fair housing issues. The City will provide flyers and brochures in English and other languages that are available from the California Department of Fair Housing and Employment and the federal Office of Fair Housing and Equal Opportunity, as appropriate, that highlight the provisions of federal and state fair housing laws.**	**Contact State agencies to secure informational materials by November 2023 and distribute materials by June 2024 and annually thereafter**	**The City Planning Division plans to complete these items by June 2024.**
3.3 HOUSING CHOICE VOUCHER PROGRAM	**The City shall continue to support the Housing Authority of Contra Costa County in its continuing administration of the Housing Choice Voucher (HCV) Program to assist very low-income Oakley households.**	**Initiate collaboration with the Housing Authority in 2025; ongoing**	**The Oakley Planning Division expects to continue this work in 2025.**
3.4 HOUSING FOR EXTREMELY-LOW INCOME HOUSEHOLDS AND SPECIAL NEEDS GROUPS	**The City shall encourage the development of housing units for extremely low-income households (earning 30 percent or less of the median income for Contra Costa County) and for households with special housing needs, including persons with disabilities and developmental disabilities, farmworkers, and persons/families experiencing or at-risk of homelessness.**	**Outreach to developers of special needs housing in 2024 and bi-annually thereafter; ongoing support of development projects**	**The Oakley Planning Division expects to reach out to developers of special needs housing in 2024.**
3.5 REASONABLE ACCOMMODATION PROCEDURES	**To accommodate the housing needs of persons with disabilities and provide a streamlined permit review process, the City shall prepare and adopt a reasonable accommodation ordinance.**	**Adopt reasonable accommodation ordinance by June 2025**	**The City is on track to adopt a reasonable accomodation ordinance by June 2025.**
3.6 ZONING AMENDMENTS FOR SPECIAL NEEDS HOUSING	**The City shall amend the Zoning Code to ensure compliance with State law and encourage special needs housing.**	**Within one year of Housing Element adoption**	**The City of Oakley Planning Division expects to complete this work in 2024.**

3.7 ADEQUATE EMERGENCY SHELTER SITES	**The City currently (2023) allows emergency shelters as a by-right permitted use on the Civic Center site within the Downtown Specific Plan.**	**January of 2024**	**The Oakley Planning Division has worked on finding the appropraite zone, and expects to complete this work in 2024.**
3.8 INCREASE CAPACITY FOR CIVIC ENGAGEMENT	**The City shall work to increase capacity for civic engagement with an emphasis on building capacity among historically underrepresented populations.**	**Conduct targeted outreach to affordable housing building leaders quarterly starting in 2023. Work with the OYAC in 2023 to identify ways to reach underserved and underrepresented populations in planning processes such as the General Plan and Housing Element. Consider initiating Leadership Academy in 2024.**	**The Oakley Planning Division expects to work on this action item and its various facets in 2024 and 2025.**
3.9 TENANTS' RIGHTS INFORMATION	**The City will partner with fair housing organizations to ensure that resident have information about the California Tenant Protection Act of 2019 (AB 1482). Develop print and online educational materials and make materials availability at City facilities, on the City's website, and at apartment complexes throughout the City.**	**Jan-25**	**The Oakley Planning Division expects to complete this work by January 2025.**

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

ANNUAL ELEMENT PROGRESS REPORT

Housing Element Implementation

(CCR Title 25 §6202)

Note: "+" indicates an optional field

Cells in grey contain auto-calculation formulas

Table E

Commercial Development Bonus Approved pursuant to GC Section 65915.7

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

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

ANNUAL ELEMENT PROGRESS REPORT
Housing Element Implementation

Note: "+" indicates an optional field

Cells in grey contain auto-calculation formulas

Table F

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

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

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

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

ANNUAL ELEMENT PROGRESS REPORT
Housing Element Implementation

Note: "+" indicates an optional field

Cells in grey contain auto-calculation formulas

Table F2
Above Moderate Income Units Converted to Moderate Income Pursuant to Government Code section 65400.2

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

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

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

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

Note: "+" indicates an optional field

Cells in grey contain auto-calculation formulas

ANNUAL ELEMENT PROGRESS REPORT
Housing Element Implementation

Table G

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

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

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Jurisdiction	Oakley		**NOTE: This table must contain an invenory of ALL surplus/excess lands the reporting jurisdiction owns**	Note: "+" indicates an optional field Cells in grey contain auto-calculation formulas
Reporting Period	2023	(Jan. 1 - Dec. 31)		

ANNUAL ELEMENT PROGRESS REPORT
Housing Element Implementation

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

Table H

Locally Owned Surplus Sites

Parcel Identifier				Designation	Size	Notes
1	2	3	4	5	6	7
APN	**Street Address/Intersection**	**Existing Use**	**Number of Units**	**Surplus Designation**	**Parcel Size (in acres)**	**Notes**
Summary Row: Start Data Entry Below						
034-040-028	Neroly Road	Vacant		Surplus Land	3.98	
037-050-013	1033 Main Street	Vacant		Surplus Land	0.568	
033-302-026	95 Laurel Road	Vacant		Surplus Land	1	Deeded to City for Child Care use
035-181-005	3960 Main Street	Vacant		Surplus Land	0.569	
035-181-004	3960 Main Street	Vacant		Surplus Land	0.02	
037-150-030	2950 Main Street	Vacant		Surplus Land	0.32	
037-150-026	2990 Main Street	Vacant		Surplus Land	0.91	

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

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

ANNUAL ELEMENT PROGRESS REPORT
Housing Element Implementation

Note: "+" indicates an optional field

Cells in grey contain auto-calculation formulas

Table J

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

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

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

ANNUAL ELEMENT PROGRESS REPORT

Table K
Tenent Preference Policy

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

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

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Jurisdiction	Oakley	
Reporting Year	2023	(Jan. 1 - Dec. 31)

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

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

Total Award Amount	$ 50,000.00	*Total award amount is auto-populated based on amounts entered in rows 15-26.*

Task	$ Amount Awarded	$ Cumulative Reimbursement Requested	Task Status	Other Funding	Notes
Housing Element Components	$36,500.00	$36,500.00	Completed	Local General Fund	Applied for and received reimbursement in 2023.
Housing Element Project Initiation and Administration	$13,500.00	$13,500.00	Completed	Local General Fund	Applied for and received reimbursement in 2023.

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

Completed Entitlement Issued by Affordability Summary		
Income Level		**Current Year**
Very Low	Deed Restricted	0
	Non-Deed Restricted	0
Low	Deed Restricted	0
	Non-Deed Restricted	0
Moderate	Deed Restricted	8
	Non-Deed Restricted	0
Above Moderate		153
Total Units		**161**

Building Permits Issued by Affordability Summary		
Income Level		**Current Year**
Very Low	Deed Restricted	0
	Non-Deed Restricted	0
Low	Deed Restricted	0
	Non-Deed Restricted	0
Moderate	Deed Restricted	0
	Non-Deed Restricted	6
Above Moderate		92
Total Units		**98**

Certificate of Occupancy Issued by Affordability Summary		
Income Level		**Current Year**
Very Low	Deed Restricted	0
	Non-Deed Restricted	0

Low	Deed Restricted	0
	Non-Deed Restricted	0
Moderate	Deed Restricted	0
	Non-Deed Restricted	1
Above Moderate		166
Total Units		**167**

Oakley Housing Fund
SB 341 Annual Reporting Requirements for Housing Successors to Redevelopment Agencies
For Fiscal Year Ended June 30, 2023

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

a.	*ROPS Schedule Funding*	*$ 0*
b.	*Loan Payments Received*	*$ 1,819*
c.	*Interest Earnings on Cash Balances*	*$ 13,502*
	Total Deposits	*$15,321.*

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

Cash	*$ 378,744*
Restricted for Current Payables	*$ 0*
Available Cash Balance	*$378,744*

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

(A) Monitoring and Preserving LT Affordability of Units	*$ 3,233*
(B) Homeless Prevention	*$ 0*
(C) Development of Housing	*$ 0*
(D) Other (accounting, bank fees, etc..)	*$25,485*
Total Expenditures	*$28,718.*

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

Real Property Owned	*$ 0*
Loans Receivable	*$12,246,459*
Total	*$12,246,459*

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

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

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

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

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

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

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

   The Oakley Housing Fund is obligated to pay the remaining deferred impact fee obligation related to the Oakley Cypress Associates project. The balance at June 30, 2022, including interest, was $1,199,893.

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

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

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

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

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

N/A.

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

    45%

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

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

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

RESOLUTION NO. -24

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OAKLEY MAKING FINDINGS AND APPROVING THE HOUSING ELEMENT ANNUAL PROGRESS REPORT (REPORTING YEAR 2023)

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

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

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

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

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

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

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

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

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

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

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

1. The City has completed the Housing Element Annual Progress Report for reporting year 2023, which outlines the progress the City has made on the goals and policies outlined in the Housing Element:

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

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

PASSED, APPROVED AND ADOPTED this 26th day of March 2024 by the following vote.

AYES:
NOES:
ABSTENTION:
ABSENT:

APPROVED:

_____ _____
Anissa Williams, Mayor Date

ATTEST:

_____ _____
Libby Vreonis, City Clerk Date

STAFF REPORT

OAKLEY
CALIFORNIA

Approved and Forwarded to the City Council

DATE: March 26, 2024
TO: Joshua McMurray, City Manager
FROM: Libby Vreonis, City Clerk
SUBJECT: Request for Approval of Proclamations for Future Agendas – (Transgender Awareness Week, Community Planning Month, National Law Enforcement Appreciation Day)

Background and Analysis

On August 9, 2022, the Oakley City Council approved a proclamation policy. In accordance with the policy, the Mayor, without formal action of the City Council, may issue proclamations on behalf of the City Council that adhere to the policy and are on a pre-approved list adopted by the City Council. Proclamations not on the list may be submitted and brought forth to the City Council for consideration. The attached proclamations are not on the pre-approved list; therefore, approval is requested. Proclamation requests for Community Planning Month and National Law Enforcement Appreciation Day are intended for the Council to acknowledge City Staff; therefore, a request form has not been included.

Consistency with the Oakley Strategic Plan 27+

Council engagement with community partners is consistent with the Community and Collaborative Partnerships Goal in the Oakley Strategic Plan 27+.

Fiscal Impact

None.

Staff Recommendation

Staff recommends that the City Council review the requested proclamations and either approve or deny.

Attachments

1. Proclamation Request Form (Transgender Awareness)
2. Sample Proclamation (Transgender Awareness)
3. Sample Proclamation (Community Planning Month)
4. Sample Proclamation (National Law Enforcement Appreciation Day)

OAKLEY
CALIFORNIA

OFFICE OF THE CITY CLERK

PROCLAMATION REQUEST FORM

Proclamations are public announcements or recognitions directing attention to local residents, organizations or events. Proclamations are not statements of policy. The Mayor, without formal action of the City Council, may issue proclamations on behalf of the City Council that adhere to these guidelines and are among the proclamations approved on the attached list. Proclamations can be sent to the requestor or presented at a City Council meeting as arranged with the requesting body and at the Mayor's discretion. Proclamations not included on the attached list may be submitted and brought forth to the City Council for consideration. Proclamations approved by the City Council are authorized to be added to the approved list without further City Council action. **Requests for proclamations should be submitted at least Thirty (30) Days in advance**

Date of Request 2/29/2024

Date needed 11/13/2024-11/19/2024 Time of event TBD

Event Location Freedom High School

Requestor Name Nicole Faggiano

Organization Freedom High School SAGA Club (Sexuality and Gender Awareness)

Address 1050 Neroly Road

City Oakley State CA Zip 94561

Email faggianon@luhsd.net Phone 661-992-4009

Please specify below whether you would like the proclamation mailed to you or if you will accept in person

Name of the person who will be in attendance at the Meeting to accept the proclamation Nicole Faggiano

If no-one will be in attendance would you like the proclamation mailed to you ☐ yes(inc mailing address below) ☐ no
Mailing Address_____

A brief history of the organization or a description of the purpose, goals, motto or theme of the event is required. Please include information regarding how it affects Oakley. If funds are to be raised, who will benefit from the event, and what will take place during the time of celebration/recognition, dates and times, are also required to be included. A sample proclamation is highly recommended to expedite the process.

This annual observance is a time to honor and recognize the diverse transgender community and serve as a reminder of the long-standing struggle for equality and acceptance the transgender community faces. It is a time to remember the courageous individuals who have fought and continue to fight for transgender rights worldwide. It is a celebration of love, self-expression, and the importance of creating a safe and inclusive space for everyone. Throughout the month we hope to organize events and activities that promote awareness, education, and solidarity in our community. By coming together we can make a positive impact and foster a more inclusive city. We hope to embrace diversity, reject discrimination, and stand united with the transgender community. Together we can build a future where everyone feels accepted, valued, and celebrated. Nearly 75% of trans students feel unsafe at school because of their gender identity which makes it even more important to promote understanding. Flying the LGBT progress pride flag during the week can serve as a way to signal to the LGBTQ community that Oakley stands with the community in hopes of building a better tomorrow.

You may also submit requests to:

City of Oakley
City Clerk's Office
3231 Main Street | Oakley, CA 94561
phone: (925) 625-7000| fax: (925) 625-9859
city clerk@ci.oakley.ca.us

Oakley Proclamation

Recognizing Transgender Awareness Week

Whereas, the diversity of our community enriches us all and strengthens the fabric of our society; and

Whereas, Transgender Awareness Week, observed annually from November 13th to November 19th, seeks to raise visibility of transgender and gender non-conforming people, and to address the issues these communities face; and

Whereas, transgender individuals continue to experience discrimination, violence, and marginalization, often facing barriers to basic human rights such as healthcare, housing, and employment; and

Whereas, fostering understanding, acceptance, and support for transgender and gender non-conforming individuals is essential for building a more inclusive and equitable society; and

Whereas, our city is committed to promoting dignity, respect, and equality for all residents, regardless of gender identity or expression;

Now, therefore, be it resolved, that we the Oakley City Council, do hereby proclaim the week of November 13th to November 19th, 2024, as Transgender Awareness Week in Oakley.

COMMUNITY PLANNING MONTH PROCLAMATION

WHEREAS, change is constant and affects all cities, towns, suburbs, counties, boroughs, townships, rural areas, and other places; and

WHEREAS, community planning and plans can help manage this change in a way that provides better choices for how people work and live; and

WHEREAS, community planning provides an opportunity for all residents to be meaningfully involved in making choices that determine the future of their community; and

WHEREAS, the full benefits of planning requires public officials and citizens who understand, support, and demand excellence in planning and plan implementation; and

WHEREAS, the month of October is designated as National Community Planning Month throughout the United States of America and its territories, and

WHEREAS, American Planning Association endorses National Community Planning Month as an opportunity to highlight how planning is essential to recovery and how planners can lead communities to equitable, resilient and long-lasting recovery; and

WHEREAS, the celebration of National Community Planning Month gives us the opportunity to publicly recognize the participation and dedication of the members of planning commissions and other citizen planners who have contributed their time and expertise to the improvement of the (*State, City, or County*) of _____ (*insert name of state, city, or county*); and

WHEREAS, we recognize the many valuable contributions made by professional community and regional planners of the _____ (*State or City or County*) of _____ (*insert name of state, city, or county*) and extend our heartfelt thanks for the continued commitment to public service by these professionals;

NOW, THEREFORE, BE IT RESOLVED THAT, the month of October 2023 is hereby designated as Community Planning Month in the _____ (*State or City or County*) of _____ (*insert name of state, city, or county*) in conjunction with the celebration of National Community Planning Month.

Adopted this _____ day of _____, 2023.

_____ (SEAL)
Chief Elected Official

_____
Clerk

OAKLEY
CALIFORNIA

Proclamation

National Law Enforcement Appreciation Day

January 9, 20XX

WHEREAS, the health and safety of the citizens of Oakley is important to the happiness, prosperity and well-being of our city's families and community; and

WHEREAS, the City of Oakley is the proud home of dedicated police officers who put their lives on the line to keep our community safe; and

WHEREAS, these officers stand as leaders and teachers, educating the community about the importance of public safety; and

WHEREAS, the City of Oakley, appreciates the extraordinary efforts and sacrifices made by officers and their family members on a daily basis in order to protect our schools, workplaces, roadways, and homes; and,

WHEREAS, National Law Enforcement Appreciation Day is an opportunity to show our support for law enforcement. and,

NOW, THEREFORE, BE IT RESOLVED, that I, _____, Mayor of the City of Oakley, on behalf of the City Council, do hereby declare January 9, 20XX , to be National Law Enforcement Appreciation Day, and call this observance to the attention of all our citizens.

_____

, Mayor

Approved and Forwarded to the City Council

DATE: March 26, 2024

TO: Joshua McMurray, City Manager

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

SUBJECT: Authorize the City Manager to execute an Amendment to the Consulting Services Agreement with Mark Thomas & Co. Inc. for the East Cypress Road Lane Alignment Analysis (RR tracks to Main Street) Project – Capital Improvement Project (CIP) Number 301

Background and Analysis

East Cypress Road is a major transportation corridor in Oakley that not only serves the Oakley residents but also residents of the far east county area and Bethel Island who use East Cypress Road on their daily commute and ultimately access Highway 4 and job centers in the greater Bay Area.

On July 11, 2023, the City Council awarded a consulting contract to Mark Thomas & Co. Inc. in amount of $53,264.50 to perform concept planning and analysis of the alignment of East Cypress Road in the section from the railroad tracks to the intersection with Main Street. The purpose of this analysis was to come up with the most optimized lane alignment to enhance traffic flows and minimize congestion on this roadway.

Staff and the consultant team have worked throughout last year to analyze this section of East Cypress Road and evaluate improvement scenarios, considering the physical constraints on the roadway, such as the railroad crossing, bridge, and adjacent commercial sites. The result of this work was the creation of a preferred plan that would add an additional lane to the westbound direction of East Cypress Road from the railroad tracks to Main Street to improve high traffic flows in that direction on the roadway. This was the most practical and effective option with the least impact on the adjacent sites.

The implementation of this plan is best suited for periods of lower traffic demand on this section of East Cypress Road, which is primarily during school breaks and the summer season. In the interest of time and while Mark Thomas & Co. Inc. is under contract, staff believes now is the best time to prepare the final design for the improvements referenced above so that the design work can be completed and ready for construction ahead of the school breaks and summer season. Staff negotiated with Mark Thomas & Co. Inc. for a final additional design cost of $35,250 for this project.

Consistency with the Oakley Strategic Plan 27+

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

Fiscal Impact

Approval of this resolution will accept the proposal and authorize the City Manager to execute an amendment to the agreement with Mark Thomas & Co. Inc. for an additional cost not to exceed $35,250. The funding of this contract will come from Fund 202. Staff are recommending a budget amendment from the consulting line item to the capital project line item. This will increase the budget for CIP 301 from $60,000 to $95,250.

Staff Recommendation

Staff recommends that the City Council adopt the resolution approving the design work by Mark Thomas & Co. Inc. for additional design services associated with CIP Number 301 – East Cypress Road Lane Alignment Analysis (RR tracks to Main Street) Project and authorize the City Manager to sign the amendment to the design agreement. Staff is recommending a budget amendment of $35,250 from the consulting line item to the capital project line item.

Attachments

1. Resolution
2. Mark Thomas & Co. Inc. Proposal

RESOLUTION NO.___-24

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OAKLEY AUTHORIZING THE CITY MANAGER TO SIGN AMENDMENT NUMBER 1 TO THE CONSULTING SERVICES AGREEMENT WITH MARK THOMAS & CO. INC. FOR ENGINEERING DESIGN SERVICES ASSOCIATED WITH EAST CYPRESS ROAD LANE ALIGNMENT ANALYSIS (RAILROAD TRACKS TO MAIN STREET) – CAPITAL IMPROVEMENT PROJECT (CIP) NUMBER 301

WHEREAS, as part of the Fiscal Year 2023/24 Budget the City of Oakley approved a 5-Year Capital improvement Program (CIP); and

WHEREAS, Project Number 301 is to perform analysis of the lane alignment on East Cypress Road (Railroad Tracks to Main Street); and

WHEREAS, On July 11, 2023, the City Council awarded a consulting contract to Mark Thomas & Co. Inc. to perform concept planning and an alternative analysis for CIP Project Number 301 for an amount not to exceed $53,264.50; and

WHEREAS, It is in the best interest of the City to continue the design of CIP 301 to include the final design for the improvements on East Cypress Road between the railroad tracks to Main Street and have this work constructed during upcoming school breaks and the summer season; and

WHEREAS, as requested by the City, Mark Thomas & Co. Inc., has submitted a proposal to prepare additional design services for the section of East Cypress Road between the railroad tracks to Main Street for an amount not to exceed $35,250; and

NOW, THEREFORE, BE IT RESOLVED AND ORDERED, that the City Council of the City of Oakley hereby approves the proposal from Mark Thomas & Co. Inc. for the preparation of engineering design services for East Cypress Road between the railroad tracks and Main Street in conjunction with CIP 301 for an amount not to exceed an additional $35,250. Authorize the allocation of a $35,250 budget amendment from the consulting line item to the capital project line item, increasing the budget for CIP 301 from $60,000 to $95,250.

PASSED AND ADOPTED by the City Council of the City of Oakley at a meeting held on the 26th of March 2024 by the following vote:

AYES:
NOES:
ABSENT:
ABSTENTIONS:

APPROVED:

_____
Anissa Willliams, Mayor

ATTEST:

_____
Libby Vreonis, City Clerk

_____
Date

MARK THOMAS

March 5, 2024

Mr. Kevin Rohani
City of Oakley
3231 Main Street
Oakley, CA 94561 US

File: 23-00188

RE: CITY OF OAKLEY- EAST CYPRESS ROAD ALIGNMENT (CIP 301) – REQUEST FOR ADDITIONAL BUDGET TO COMPLETE FINAL DESIGN SERVICES

Dear Mr. Rohani:

Per the request from the City of Oakley (City), this scope amends the previously approved scope to cover final design, the Design Standard Decision Document, quality control and quality assurance, and modifications to several tasks described in the original agreement (Preliminary Engineering/ Feasibility Study Phase) between the City and Mark Thomas.

Background
On July 11, 2023, Mark Thomas and the City entered into an agreement for Mark Thomas to provide preliminary engineering services for the East Cypress Road Project. After completing initial alignment work, the City and Mark Thomas determined that field survey was necessary to locate several key existing features in the field. Mark Thomas has received Notice to Proceed (NTP) from the City on November 8, 2023 for topographic survey services that were in addition to our scoped services. (The approved scope and budget for the survey efforts is attached hereto as Exhibit C)

In addition, the City later determined that it would like Mark Thomas to prepare final design plans for the preferred improvements on Cypress Road from the Marsh Creek Bridge to the Main Street intersection based upon the preliminary engineering efforts completed under the contracted scope. Mark Thomas prepared an amendment letter for additional design services which was countersigned by the City on December 19, 2023; however, based upon further discussion with the City on February 15, 2024, that additional services scope was not consistent with the City's desires and both parties now consider that letter invalid.

Additional Services
Per our understanding and per the attached scope of service (Exhibit A), Mark Thomas will perform final design services for the Project. In order to complete the additional services, Mark Thomas requires authorization of $35,250 to cover the final design and additional services requested by the City. See attached Exhibit B for budget breakdown. The topographic survey services will be a part of this contract amendment (Exhibit C). In addition, recognizing that the scope of the contracted work includes Final Design services, we have agreed to modified contract terms with the City. See attached (Exhibit D) modifications to the contract.

We appreciate this opportunity and will continue to complete this project. If you have any questions, please contact Sasha Dansky at (925) 324-1703.

Sincerely,
MARK THOMAS & COMPANY, INC.

Sasha Dansky
Principal + Vice President

Danielle Sanchez, PE, QSD
Project Manager

Accepted:

Signature

Name/Title

Date

EXHIBIT A

CYPRESS ROAD IMPROVEMENTS
FINAL DESIGN SCOPE OF WORK

INTRODUCTION AND UNDERSTANDING

Mark Thomas & Company, Inc. (Mark Thomas) has prepared this additional scope of services for the East Cypress Road Lane Alignment (RR tracks to Main Street) Project (Project). Per the request from the City of Oakley (City), this scope amends the previously approved scope to provide additional tasks and modifications to several tasks described in the original agreement (Preliminary Engineering/ Feasibility Study Phase) between the City and Mark Thomas. This scope includes the Final Design Phase for the Project and includes only final, signed plans as the City intends to construct these improvements via negotiated contract change order with a contractor which will not require specifications, quantities, or engineer's estimate. The additional scope of service documented herein includes management, survey, additional preliminary design, final design, and project documentation of non-standard design features.

Beyond the additional task, Mark Thomas also performed additional preliminary design services. The original agreement included the conceptual development of three roadway alternatives along Cypress Road within the project limits. Based upon discussions with the City, Mark Thomas prepared a total of five alternatives. The fifth alternative, the City's preferred alternative, serves as the basis for the Final Design Phase. The City's preferred alternative will reconfigure the westbound direction on East Cypress Road from the railroad tracks to Main Street. This alternative will construct dual left turn lanes, one through lane, and a dedicated right turn lane in the westbound direction at the Cypress Road/ Main Street intersection. Per the City's direction, the Project will implement high visibility crosswalks on all four legs of the E Cypress Road and Main Street intersection as well as a bike lane for the westbound direction.

The project will require, but is not limited to, the design and construction of new curb and gutter, utility relocation, grading modifications, pedestrian enhancements at crosswalks, installation of signage and striping, and modification of median.

SERVICES TO BE PERFORMED BY MARK THOMAS

- Project management / coordination
- Final roadway design
- Preparation of plans

SERVICES TO BE PERFORMED BY OTHERS

- Right of way acquisition
- Right of way engineering
- Traffic signal design
- Utility relocation
- Street light design and relocation
- Constructability review
- Construction inspection and testing
- Specifications

- Temporary Water Pollution Control and Erosion Control Plans and Details
- Utility Plans and Details
- Stage Construction and Traffic Handling Plan and Construction Area Signs

APPLICABLE STANDARDS

The preliminary plans and preliminary estimates will be prepared in accordance with Caltrans' regulations, policies, procedures, manuals and standards. Items A and E are not all inclusive, but are intended only to illustrate types of sources.

A. Roadway design will be in accordance with the 7th edition of the Caltrans Highway Design Manual (with updates through May 20, 2022), the 2022 Caltrans Standard Plans, the 2022 Caltrans Standard Specifications and updates, the Manual on Uniform Traffic Control Devises (MUTCD) and its California Supplement.

B. City of Oakley Standard Plans

C. Roadway plans will be prepared in conformance with the current editions of the Caltrans Drafting and Plans Manual, and the Caltrans CADD User's Manual

D. Plans, specifications, and estimates will be prepared in conformance with the 2022 edition of the Caltrans Plans, Specifications and Estimates Guide.

E. Caltrans Local Assistance Procedures Manual

Mark Thomas will perform the additional services related to the East Cypress Road Lane Alignment (RR tracks to Main Street) Project outlined below.

TASK 1. PROJECT MANAGEMENT AND COORDINATION

Mark Thomas will continue to provide project management for the additional services described herein due to the extension of the project schedule. Additional budget for management activities consisting of administration, coordination, supervision, project controls, attending meetings, and quality assurance and control are required. Additional budget is needed for the following tasks as a result:

Task 1.1. Project Management & Coordination

Mark Thomas will continue to provide project management and coordination through the completion of the final design for the project.

Task 1.2. Meetings

No changes to this task.

Task 1.3. Quality Assurance & Quality Control

The Mark Thomas team will implement quality control and quality assurance procedures for design activities, perform in-house quality control reviews for each report and other task deliverables. Quality Control documentation can be submitted to the City upon request.

TASK 1 DELIVERABLES

- Monthly Progress Reports to be included with monthly invoices.
- QA/QC documentation available as requested by City.

TASK 2. DATA COLLECTION

Task 2.1. Data Gathering

No changes to this task.

Task 2.2. Topographic Survey

On-site control points will be set as necessary for topographic survey task. GPS will be used to accurately locate the on-site control. Mark Thomas will conduct a topographic survey of approximately 300' along East Cypress Road measured from the easterly travelled way of Main Street to the east side of the bridge over Marsh Creek which will include the EP, grade breaks, existing curb, gutter, and sidewalks, paint striping, stop bars, surface visible utilities and street signs. Cross sections are excluded from the creek and will be limited to the street surface. Mark Thomas will locate and dip the Storm Drain Inlets along E. Cypress Road. Any storm drain or sanitary sewer manholes within Main Street are excluded. It is assumed that an encroachment permit will not be needed as Mark Thomas will not need to impede traffic. This Topographic Survey scope is limited to one (1) day of fieldwork.

TASK 2 DELIVERABLES

- Topographic Survey in AUTOCAD

TASK 3. PRELIMINARY ENGINEERING

Task 3.1. Preliminary Geometrics

Mark Thomas will develop an additional two alternative layouts based on the City's revised direction and updated topographic base map, resulting in a total of five total alternatives. The fifth alternative is the City's preferred alternative and will serve as the basis for the Final Design Phase.

There will be no exhibit updates to the first four alternatives (Alternatives 1A, 1B, 2, and 3). The latest alternatives were sent to the City on 9/26/2023.

Task 3.2. Preliminary Project Cost Estimate

No changes to the contracted scope are anticipated. Additional cost estimating for the additional services is not required by the City.

Task 3.3. Design Standard Decision Document

For the City's Preferred Alternative, Mark Thomas will identify the proposed geometric features that do not meet the City of Oakley standards and Caltrans design standards described in the latest HDM by filling out the DIB 78 checklist. Design features not meeting current HDM standards will be documented in the Design Standard Decision Document (DSDD). A total of two submittals to the City are included in this scope. Mark Thomas will submit the draft DSDD to the City. As final design progresses, additional nonstandard features may be identified. This scope includes documentation of up to four nonstandard features. If additional design exceptions are needed due to design changes initiated by the City, additional budget will be required.

TASK 3 DELIVERABLES

- Conceptual Design Exhibit for Alternative 4 (includes updates per 1 round of City comments)
- Draft and Final Design Standard Decision Document

TASK 4. FEASIBILITY MEMORANDUM

Mark Thomas will include five alternatives in the Feasibility Memorandum and stipulate that the City's preferred alternative is the fifth alternative. Understanding that the City intends to provide final plans to the contractor for a contract change order, a preliminary cost estimate for Alternative 4 is excluded. There are no other changes to this task.

TASK 4 DELIVERABLES

- Draft Feasibility Memorandum
- Final Feasibility Memorandum

TASK 5. FINAL DESIGN

Mark Thomas will develop the final plans to enable the City to construct the project improvements via a negotiated contract change order with an existing City Contractor. Consultant activities will include, but are not limited to the following:

Task 5.1. Final Plans

Final construction documents will be prepared for City to provide to contractor as a negotiated contract change order. Project design elements will be checked, conflicts resolved, and design details resolved. Detailed cross checking of various design elements will be performed and cross referenced. This task assumes no significant design changes for the preferred alternative. Design changes initiated by City comments that affect the preferred alternative will require additional budget.

Relocation and removal of utilities, streetlights, irrigation, Temporary Water Pollution Control and Erosion Control Plans and Details, Utility Plans and Details, and Stage Construction and Traffic Handling Plan and Construction Area Signs are the responsibility of the City of Oakley.

The following design plans will be prepared and are included in this scope of service:

Sheet Count	Sheet Type
1	Title Sheet
1	Layout, Demolition, and Typical Section Plan
1	Construction Details
1	Sign and Striping Plan and Details
4	Total

FINAL DELIVERABLES

- Final Plans (includes up to 1 submittal)

SCHEDULE

It is assumed the duration will be 2 months approximately depending on the City's review time.

BASE ASSUMPTIONS/EXCLUSIONS

1. No traffic counts or analysis will be conducted for this study.
2. No geotechnical investigation will be conducted.
3. No utility field investigation or potholing will be conducted for this study.
4. Regulatory or resource agency permitting is not included.
5. Retaining wall or structural design is excluded from this scope.
6. No retrofit of the existing bridge is required.
7. Scope assumes no changes in profile of Cypress, Main Street, and the existing structures.
8. Landscape or irrigation design and plans are not included in this scope.
9. R/W acquisition support is excluded from this scope.
10. Streetlight relocation and design are excluded from this scope.
11. Utility relocation, utility agreements, utilities plan and details, and utility conflicts map are excluded from this scope.
12. Assumes a utility policy variance is not required.
13. Dry Utility (joint trench) design is not included in this scope.
14. Right of way acquisition will be handled by the City (if required).
15. Technical specifications for the work and estimates in the final design phase are excluded.
16. Construction Management/Administration is excluded from this scope.
17. All printing for bidding purposes to be provided by City.
18. Preparation of a SWPPP is excluded.
19. This scope does not include bid support, construction support, and Resident Engineer and survey files.
20. Drainage design and drainage modification plans are excluded.
21. All deliverables will be provided in Adobe PDF format unless otherwise specified.
22. All deliverables will be in electronic format and no hard copies reproductions are included in the scope.
23. Monument Preservation is not included.

24. Boundary is not included in this scope of work.
25. A Record of Survey is not included.
26. If required, Encroachment permits will be provided at no cost to Mark Thomas.
27. No underground utility locating or geotechnical borings are included in this scope of work.
28. All access to the site will be provided.
29. Stage Construction and Traffic Handling Plan and Construction Area Signs are excluded from this scope.
30. Temporary Water Pollution Control and Erosion Control Plans and Details are excluded from this scope.
31. Project Control is the responsibility of the City of Oakley.

EXHIBIT B

MARK THOMAS

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

SUMMARY

HIDE REALLO

03/11/24
File No. **23-00188**

Re: CIP 301 East Cypress Road Lane Alignment Analysis (RR tracks to Main Street) Capital Improvement Project #301

Contract Exp **06/30/24**

Engineering Services: Through December 31, 2023

Original	53,264.50
Additional Services Authorization #1	9,000.00
Additional Services Final Design	26,250.00
Total Contract Amount	88,514.50

PHASE NO.	TASK NO.	PHASE/TASK DESCRIPTION	ORIGINAL BUDGET	11/8/2023 Addt'l Svcs #1	12/19/2023 Final Design	REALLOCATED BUDGET	PREVIOUSLY BILLED	BILLED THIS PERIOD	COSTS TO DATE	BALANCE REMAINING	BILLED BUDGET
001		TASK 1. PROJECT MANAGEMENT									
	001	1.1 Project Controls and Management	5,422.00		2,500.00	7,922.00	5,146.68	2,116.86	7,263.54	658.46	92%
	002	1.2 Meetings	1,910.00			1,910.00	1,209.87	338.72	1,548.59	361.41	81%
	003	1.3 Quality Assurance & Quality Control			2,000.00	2,000.00	903.24	0.00	903.24	1,096.76	45%
	099	OTHER DIRECT COSTS	500.00			500.00	10.82	0.00	10.82	489.18	2%
		SUBTOTAL PHASE 1	7,832.00	0.00	4,500.00	12,332.00	7,270.61	2,455.58	9,726.19	2,605.81	79%
002		TASK 2. DATA COLLECTION									
	001	2.1 Data Gathering	1,978.00			1,978.00	1,513.11	0.00	1,513.11	464.89	76%
	002	2.2 Topographic Survey		9,000.00		9,000.00	8,979.25	0.00	8,979.25	20.75	100%
		SUBTOTAL PHASE 2	1,978.00	9,000.00	0.00	10,978.00	10,492.36	0.00	10,492.36	485.64	96%
003		TASK 3. PRELIMINARY ENGINEERING									
	001	3.1 Preliminiary Geometrics	17,905.00		1,130.00	19,035.00	16,919.70	2,114.76	19,034.46	0.54	100%
	002	3.2 Preliminary Project Cost Estimate	8,661.50		0.00	8,661.50	5,192.24	0.00	5,192.24	3,469.26	60%
	003	3.3 Design Standard Decision Document			6,620.00	6,620.00	6,615.96	0.00	6,615.96	4.04	100%
		SUBTOTAL PHASE 3	26,566.50	0.00	7,750.00	34,316.50	28,727.90	2,114.76	30,842.66	3,473.84	90%
004		TASK 4. FEASIBILITY MEMORANDUM									
	001	4.1 Feasibility Memorandum	11,888.00			11,888.00	8,009.34	0.00	8,009.34	3,878.66	67%
		SUBTOTAL PHASE 4	11,888.00	0.00	0.00	11,888.00	8,009.34	0.00	8,009.34	3,878.66	67%
005		TASK 5. FINAL DESIGN									
	001	5.1 Final Plans			14,000.00	14,000.00	0.00	798.86	798.86	13,201.14	6%
		SUBTOTAL PHASE 5	0.00	0.00	14,000.00	14,000.00	0.00	798.86	798.86	13,201.14	6%
900		UNALLOCATED CONTINGENCY									
	001	Unauthorized Contingency	5,000.00			5,000.00	0.00	0.00	0.00	5,000.00	0%
		SUBTOTAL PHASE 900	5,000.00	0.00	0.00	5,000.00	0.00	0.00	0.00	5,000.00	0%
		GRAND TOTAL SERVICES	**53,264.50**	**9,000.00**	**26,250.00**	**88,514.50**	**54,500.21**	**5,369.20**	**59,869.41**	**28,645.09**	**68%**

MARK THOMAS

November 7, 2023 **23-00188**

Mr. Kevin Rohani
Public Works and Engineering Department
City of Oakley
3231 Main Street
Oakley, CA 94561

RE: CIP 301 - East Cypress Road Lane Alignment (RR tracks to Main Street) Project, Additional Survey Services Letter

Dear Mr. Rohani:

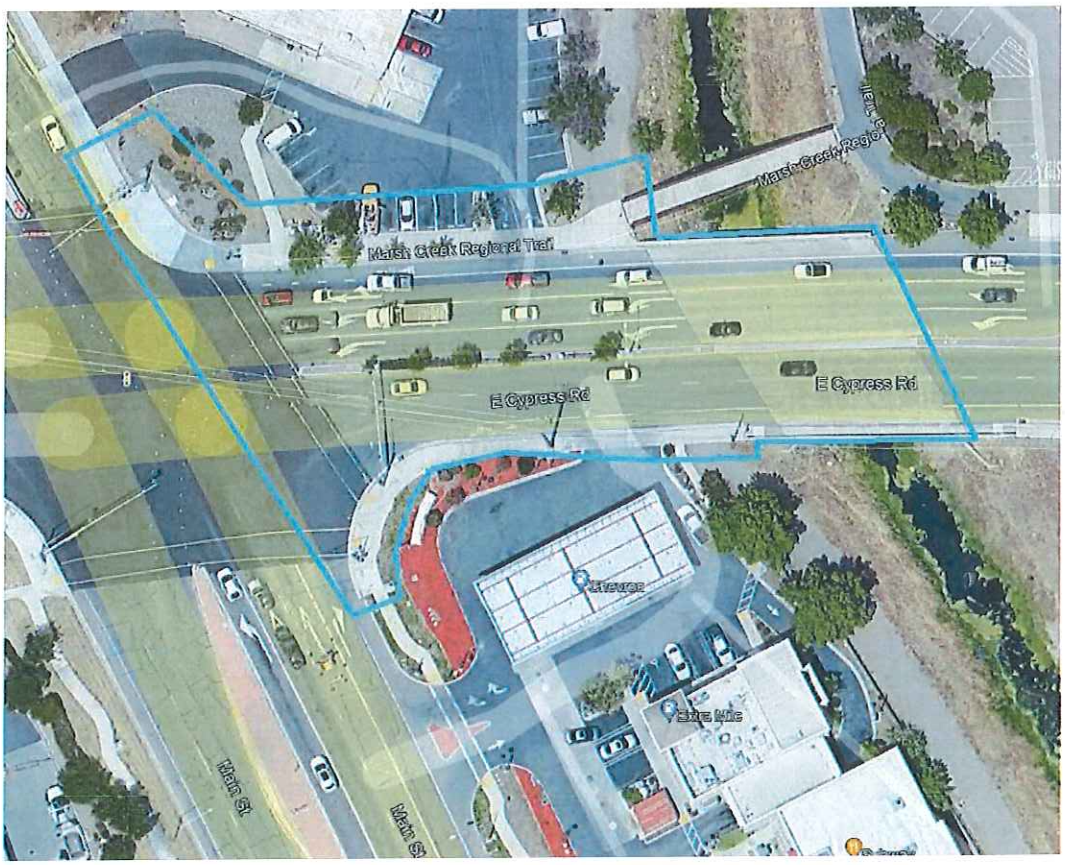
Per your request, Mark Thomas & Company, Inc. (Mark Thomas) has prepared this additional services letter for the East Cypress Road Lane Alignment (RR tracks to Main Street) Project (Project). Understanding the City's request to schedule our survey crew to go to the Project site on November 10, 2023, we have provided the scope and budget for your review. The scope is based upon one day of field crew time, data reduction, and drafting to prepare a topographic base map. A detailed scope, budget and schedule to perform the additional services is below.

SCOPE OF SERVICES

TASK 2 – DATA COLLECTION

Task 2.2 – Topographic Survey

On-site control points will be set as necessary for topographic survey task. GPS will be used to accurately locate the on-site control. Mark Thomas will conduct a topographic survey of approximately 300' along East Cypress Road measured from the easterly travelled way of Main Street to the east side of the bridge over Marsh Creek which will include the EP, grade breaks, existing curb, gutter, and sidewalks, paint striping, stop bars, surface visible utilities and street signs. Cross sections are excluded from the creek and will be limited to the street surface. Mark Thomas will locate and dip the Storm Drain Inlets along E. Cypress Road. Any storm drain or sanitary sewer manholes within Main Street are excluded. It is assumed that an encroachment permit will not be needed as Mark Thomas will not need to impede traffic. This Topographic Survey scope is limited to one (1) day of fieldwork.



The general requirements for the work under this scope are listed below:

- These tasks will be completed under the supervision of a California Licensed Land Surveyor.
- Base mapping will be delivered in AutoCAD Civil 3D 2018 or earlier version as required by the City.
- Submittal of electronic information may be transmitted by email or posted to the Mark Thomas FTP site (or other FTP site, as directed) under password protection with instruction for retrieval and password transmitted by email.
- Mark Thomas will prepare project control based on California State Plane Coordinate system NAD83 and vertically on NAVD 88, based on GPS derived observations tied to the existing project.
- Mark Thomas will include control points in a spreadsheet, which will include coordinates and elevations used for each point.

Survey Assumptions and Exclusions:

- *Monument Preservation is not included.*

- *Boundary is not included in this scope of work.*
- *A Record of Survey is not included.*
- *If required, Encroachment permits will be provided at no cost to Mark Thomas.*
- *No underground locations or borings are included in this scope of work.*
- *All access to the site will be provided.*

DELIVERABLES

- AutoCAD drawing with Surface

FEE ESTIMATE

This scope of work will be completed on a time and materials basis not-to-exceed $9,000.00.

SCHEDULE

Assuming we receive NTP by November 9, 2023, the survey will take place on November 10, 2023 and the AutoCAD file will be delivered within three weeks.

Thank you for the opportunity to provide this letter for additional services for the East Cypress Road Lane Alignment (RR tracks to Main Street) Project. Please give me a call if you need any additional information or have any questions regarding these additional services.

Sincerely,
MARK THOMAS

Danielle Sanchez, PE, QSD
Project Manager

Sasha Dansky, PE, QSD
Principal + Vice President

Accepted:

Signature

Kevin Rohani, P.W. Director

Name/Title

11-8-23

Date

EXHIBIT D

OAKLEY
CALIFORNIA

CONSULTING SERVICES AGREEMENT BETWEEN THE CITY OF OAKLEY AND MARK THOMAS & COMPANY, INC. FOR ENGINEERING DESIGN SERVICES ASSOCIATED WITH EAST CYPRESS ROAD LANE ALIGNMENT ANALYSIS (RAILROAD TRACKS TO MAIN STREET) CAPITAL IMPROVEMENT PROJECT NUMBER 301

THIS AGREEMENT for consulting services is entered into by and between the City of Oakley, a municipal corporation in the State of California (hereinafter referred to as "City") and **MARK THOMAS & COMPANY, INC.** (hereinafter referred to as "Consultant"), collectively sometimes referred to hereinafter as the "Parties", as of **JULY 11, 2023** (the "Effective Date").

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

1.1 **Term of Services.** The term of this Agreement shall begin on the Effective Date and shall end on **JUNE 30**, **2024,** the date of completion specified in Exhibit A, and Consultant shall complete the work described in Exhibit A prior to that date, unless the term of the Agreement is otherwise terminated or extended, as provided for in Section 8. The time provided to Consultant to complete the services required by this Agreement shall not affect the City's right to terminate the Agreement, as provided for in Section 8. Should this Agreement be amended to include additional tasks as contemplated in Section 1, the term of services shall be extended as mutually agreed upon by City and Consultant.

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

Commented [SD1]: Creates an elevated and potentially uninsurable standard of care.

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

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

1.5 **Public Works Requirement.** Notice is hereby given that "work performed during the design and preconstruction phases of construction including, but not limited to, inspection and land

surveying work," the services constitute a public works within the definition of Section 1720(a)(1) of the California Labor Code, requiring the payment of prevailing wages and the provisions set out in Exhibit B.

Section 2. COMPENSATION. City hereby agrees to pay Consultant a sum not to exceed **FIFTY-THREE THOUSAND TWO HUNDRED SIXTY FOUR DOLLARS AND FIFTY Cents ($53,264.50),** notwithstanding any contrary indications that may be contained in Consultant's proposal, for services to be performed and reimbursable costs incurred under this Agreement. In the event of a conflict between this Agreement and Consultant's proposal, attached as Exhibit A, regarding the amount of compensation, the Agreement shall prevail. City shall pay Consultant for services rendered pursuant to this Agreement at the time and in the manner set forth herein. The payments specified below shall be the only payments from City to Consultant for services rendered pursuant to this Agreement. Consultant shall submit all invoices to City in the manner specified herein. Except as specifically authorized by City, Consultant shall not bill City for duplicate services performed by more than one person.

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

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

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

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

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

2.4 **Total Payment.** City shall pay for the services to be rendered by Consultant pursuant to this Agreement. City shall not pay any additional sum for any expense or cost whatsoever incurred by Consultant in rendering services pursuant to this Agreement. City shall make no payment for any extra, further, or additional service pursuant to this Agreement, except as agreed to my mutual, written agreement of both the City and Consultant.

Commented [SD2]: Added to reflect the real possibility of contract modification.

In no event shall Consultant submit any invoice for an amount in excess of the maximum amount of compensation provided above either for a task or for the entire Agreement, unless the Agreement is modified prior to the submission of such an invoice by a properly executed change order or amendment approved by the City Manager, which shall not exceed the maximum amount allowed by the Oakley Municipal Code.

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

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

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

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

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

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

City shall furnish physical facilities such as desks, filing cabinets, and conference space, as may be reasonably necessary for Consultant's use while consulting with City employees and reviewing records and the information in possession of the City. The location, quantity, and time of furnishing those facilities shall be in the sole discretion of City. In no event shall City be obligated to furnish any facility that may involve

incurring any direct expense, including but not limited to computer, long-distance telephone or other communication charges, vehicles, and reproduction facilities.

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

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

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

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

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

Section 5. INDEMNIFICATION AND CONSULTANT'S RESPONSIBILITIES. Consistent with California Civil Code 2782.8, Consultant shall to the fullest extent allowed by law, with respect to all Services performed in connection with this Agreement, ~~defend with counsel acceptable to the City, and~~ indemnify and hold the City and its officials, officers, and employees~~, agents, and volunteers~~ harmless from and against ~~any and all losses~~liability for damages to the extent such damages ~~that~~ arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant ("Claims"). ~~Consultant will bear all loses, costs, damages, expense and liability of every kind, nature and description that arise out of, pertain to, or~~

Commented [SD3]: Edited to be consistent with Cal Civil Code

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~~relate to such Claims, whether directly or indirectly ("Liability").~~ Such obligations to ~~defend,~~ hold harmless and indemnify the City shall not apply to the extent that such Liability is caused by the sole negligence, active negligence, or willful misconduct of the City or any third party.

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

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

Section 6. STATUS OF CONSULTANT.

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

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

Section 7. LEGAL REQUIREMENTS.

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

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

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

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

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

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

Section 8. **TERMINATION AND MODIFICATION.**

8.1 **Termination.** City may cancel this Agreement at any time and without cause upon 7 days written notification to Consultant.

Commented [SD4]: We ask for reasonable notice ahead of termination for convenience.

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

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

8.2 **Extension.** City may, in its sole and exclusive discretion, extend the end date of this Agreement beyond that provided for in Subsection 1.1. This Agreement may be extended

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

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

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

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

8.6 **Options upon Breach by Consultant.** If Consultant materially breaches any of the terms of this Agreement, and after the City has given Consultant reasonable opportunity to correct the source of the breach, City's remedies shall include, but not be limited to the following:

Commented [SD5]: We request the opportunity to correct any issues that would lead to termination for cause.

8.6.1 Immediately terminate the Agreement;

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

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

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

Section 9. KEEPING AND STATUS OF RECORDS.

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

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

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

Section 10 MISCELLANEOUS PROVISIONS.

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

~~10.2~~10.1 Venue. In the event that either party brings any action against the other under this Agreement, the parties agree that trial of such action shall be vested exclusively in the state courts of California in the County of Contra Costa or in the United States District Court for the Northern District of California.

~~10.3~~10.2 Severability. If a court of competent jurisdiction finds or rules that any provision of this Agreement is invalid, void, or unenforceable, the provisions of this Agreement not so

Commented [SD6]: We believe that prevailing party provisions result in additional incentive to litigate disputes and attorneys are the only winners with these provisions, which is why attorneys include them in agreements.

Secondly, these types of provisions are likely uninsurable.

adjudged shall remain in full force and effect. The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision of this Agreement.

~~10.4~~10.3 **No Implied Waiver of Breach.** The waiver of any breach of a specific provision of this Agreement does not constitute a waiver of any other breach of that term or any other term of this Agreement.

~~10.5~~10.4 **Successors and Assigns.** The provisions of this Agreement shall inure to the benefit of and shall apply to and bind the successors and assigns of the parties.

~~10.6~~10.5 **Use of Recycled Products.** Consultant shall prepare and submit all reports, written studies and other printed material on recycled paper to the extent it is available at equal or less cost than virgin paper.

~~10.7~~10.6 **Conflict of Interest.** Consultant may serve other clients, but none whose activities within the corporate limits of City or whose business, regardless of location, would place Consultant in a "conflict of interest," as that term is defined in the Political Reform Act, codified at California Government Code Section 81000 *et seq.*

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

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

~~10.8~~10.7 **Solicitation.** Consultant agrees not to solicit business at any meeting, focus group, or interview related to this Agreement, either orally or through any written materials.

~~10.9~~10.8 **Contract Administration.** This Agreement shall be administered by Kevin Rohani, P.E., Public Works Director/City Engineer ("Contract Administrator"). All correspondence shall be directed to or through the Contract Administrator or his or her designee.

~~10.10~~10.9 **Notices.**

Any written notice to Consultant shall be sent to:

Mark Thomas & Company, Inc.
Attn: Sasha Dansky
2121 N. California Blvd. Suite 260
Walnut Creek, CA 94596

Any written notice to City shall be sent to:

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

~~10.11~~10.10 **Professional Seal.** Where applicable in the determination of the Contract Administrator, the first page of a technical report, first page of design specifications, and each page of construction drawings shall be stamped/sealed and signed by the licensed professional responsible for the report/design preparation. The stamp/seal shall be in block entitled "Seal and Signature of Registered Professional with report/design responsibility," as in the following example.

_____ Seal and Signature of Registered Professional with report/design responsibility.

~~10.12~~10.11 **Integration.** This Agreement, including the Scope of Work and Compensation Schedule, Provisions Required for Public Works Contracts, Insurance Requirements, and Verification of Required Insurance, attached hereto and incorporated herein as Exhibit A, B, C and D respectively, represents the entire and integrated agreement between City and Consultant and supersedes all prior negotiations, representations, or agreements, either written or oral.

Exhibit A	Scope of Services and Compensation Schedule
Exhibit B	Provisions Required for Public Works Contracts
Exhibit C	Insurance Requirements
Exhibit D	Verification of Required Insurance

~~10.13~~10.12 **Counterparts.** This Agreement may be executed in multiple counterparts, each of which shall be an original and all of which together shall constitute one agreement.

~~10.14~~10.13 **Authorized Signature.** Each person and party signing this Agreement warrants that he/she has the authority to execute this Agreement on behalf of the principal and that the party will be bound by such signature.

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

CITY	CONSULTANT
City of Oakley, a municipal corporation in the State of California	**Mark Thomas & Company, Inc., a California Corporation**
By: _____ Joshua McMurray, City Manager	By: _____ Signature
Attest:	By: _____ Name, Title

_____
Libby Vreonis, City Clerk

Approved as to Form:

_____
Derek P. Cole, City Attorney

DATE: March 26, 2024

TO: Joshua McMurray, City Manager

FROM: Derek Cole, City Attorney

Approved and Forwarded to the City Council

SUBJECT: Resolution of the City Council of Oakley Terminating the Existence of a Local Emergency Related to the City's Sustaining of a Cyberattack on February 22, 2024

Background and Analysis

The City sustained a ransomware cyberattack on February 22, 2024. The City Manager declared a local emergency due to the cyberattack on February 23, 2024. The City Council ratified and extended the declaration of the local emergency during its meeting held February 27, 2024. The City Manager reported on the status of the local emergency during the City Council's regular meeting held March 12, 2024, indicating staff's recommendation is to terminate the local emergency. A resolution is brought forth for the Council's consideration on March 26, 2024 as formal action to terminate the local emergency.

Consistency with the Oakley Strategic Plan 27+

The proposed action is consistent with The City's Sustainable Organization Goal.

Fiscal Impact

The fiscal impact associated with cyberattack was responsive to the event.

Staff Recommendation

The City Council is requested to adopt the Resolution of the City Council of Oakley Terminating the Existence of a Local Emergency Related to the City's Sustaining of a Cyberattack on February 22, 2024.

Attachments

1. Proposed Resolution Terminating Local Emergency

RESOLUTION NO. XX-24

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OAKLEY TERMINATING THE EXISTENCE OF A LOCAL EMERGENCY

WHEREAS, California Government Code section 8630 empowers the City Council to proclaim the existence or threatened existence of a local emergency when the City is affected or likely to be affected by a public calamity; and

WHEREAS, on February 22, 2024, the City suffered a cyber-attack, which crippled access to its City servers, electronic data, and institutional technology resources; and

WHEREAS, on February 23, 2024, the City Manager declared the existence of a local emergency due to the February 22, 2024 cyber-attack; and

WHEREAS, the impacts concerning the cyber-attack continued to be experienced such that the City continued to sustain acts that may have created conditions of danger or extreme peril to the safety of persons or property within the limits of the City; and

WHEREAS, the impacts associated with the cyber-attacks were likely to be beyond the control of the services, personnel, equipment, and facilities of the City; and

WHEREAS, the declared local emergency was ratified by the Oakley City Council on February 27, 2024 by Resolution No. 24-24; and

WHEREAS, the aforementioned condition of danger or extreme peril has been abated and impacts associated with the cyber-attack are now within the control of the services, personnel, equipment and facilities of the City; and

NOW, THEREFORE, BE IT RESOLVED AND ORDERED, that the City Council of the City of Oakley does hereby terminate the existence of a local emergency.

PASSED AND ADOPTED by the City Council of the City of Oakley this 26th day of March, 2024 by the following vote:

AYES:
NOES:
ABSTENTIONS:
ABSENT:

APPROVED:

_____
Anissa Williams, Mayor

ATTEST:

_____
Libby Vreonis, City Clerk

_____
Date

DATE: March 26, 2024

TO: Joshua McMurray, City Manager

FROM: Danielle Navarro, Assistant City Manager

Approved and Forwarded to the City Council

SUBJECT: Adopt a Resolution Authorizing the City Manager to Amend the Agreement with Townsend Public Affairs, Inc. to Include Legislative Advocacy Services

Background and Analysis

In September 2023, the City Council adopted a resolution authorizing the City Manager to enter into a contract with Townsend Public Affairs, Inc. for grant writing and submission services, grant administration, and post-grant services. Townsend Public Affairs, Inc has taken an active role in providing these services to the City for the contract term, which ends on August 31, 2024.

With Townsend's assistance and Assemblymember Wilson's advocacy, $2,000,000 was earmarked in the State budget for the City's East Cypress Road Widening project. Townsend also guided the City in securing $850,000 in federal funds put forward by Congressman DeSaulnier for the rehabilitation of Enrico Cinquini Park. In addition, Townsend assisted the City in securing $45,000 in Transportation Development Act funds from the Metropolitan Transportation Commission for the installation of a Pedestrian Crossing Light System on Live Oak Road and O'Hara Avenue at Delta De Anza Trail Crossing.

The City has several major unfunded or incompletely funded infrastructure projects, including a new library and community center, the future phases of the East Cypress Road Widening project, and the 55-acre regional park. Staff has been satisfied with the services provided by Townsend Public Affairs, Inc. to date and would like to amend the agreement by $7,500 (to a new not-to-exceed amount of $67,500) to add legislative advocacy services for assistance with statewide bond proposals, housing and land use issues, and transportation infrastructure funding measures to name a few.

Townsend Public Affairs, Inc.'s business model is a fixed monthly fee contract over one calendar year; there are no limits on the number of grants and other funding measures they will pursue, lobby, and help administer for the City. The amended scope of the services is included as an attachment to the contract included with this staff report.

Consistency with the Oakley Strategic Plan 27+

This item is consistent with following Oakley Strategic Plan 27+ goals: Community Health and Safety, Parks and Open Space, Finance and Fiscal Responsibility, and Sustainable

Organization. Working with an experienced firm will continue to augment City staff's ability to seek out and be more competitive for grant funding.

Fiscal Impact

The proposed amendment for $7,500 would increase the total not-to-exceed amount to $67,500 for the remainder of the agreement term (through August 31, 2024). The additional $7,500 is available in the General Fund contingency account approved in the FY 2023-2024 annual budget.

Staff Recommendation

Staff recommends the Council adopt the proposed resolution authorizing the City Manager to amend the agreement with Townsend Public Affairs, Inc. to Include legislative advocacy services and increase the agreement by $7,500 for a new total not-to-exceed amount of $67,500 for the remaining contract term.

Attachments

1. Proposed Resolution
   Exhibit A – Townsend Public Affairs, Inc. Contract Amendment No. 1

RESOLUTION NO. XX-24

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OAKLEY, AUTHORIZING THE CITY MANAGER TO EXECUTE AN AMENDMENT TO THE AGREEMENT WITH TOWNSEND PUBLIC AFFAIRS, INC. TO INCLUDE LEGISLATIVE ADVOCACY SERVICES

WHEREAS, the City desires to include legislative advocacy services to the existing agreement for grant services provided to the City by Townsend Public Affairs, Inc. to support City services; and

WHEREAS, the additional cost to include legislative advocacy services through the remaining term of the agreement ending August 31, 2024 is $7,500 for a new total not-to-exceed amount of $67,500; and

NOW, THEREFORE, BE IT RESOLVED AND ORDERED, that the City Council of the City of Oakley does hereby authorize the City Manager to execute an amendment to the Agreement with Townsend Public Affairs, Inc., attached as Exhibit A to the resolution for on-call grant writing and legislative advocacy services.

PASSED AND ADOPTED by the City Council of the City of Oakley this 26th day of March, 2024 by the following vote:

AYES:
NOES:
ABSTENTIONS:
ABSENT:

APPROVED:

_____

ATTEST: Anissa Williams, Mayor

_____ _____

Libby Vreonis, City Clerk Date

EXHIBIT A

AMENDMENT NO. 1 TO THE AGREEMENT BETWEEN THE CITY OF OAKLEY AND TOWNSEND PUBLIC AFFAIRS, INC. FOR CONSULTANT SERVICES ASSOCIATED WITH GRANT WRITING AND LEGISLATIVE ADVOCACY

THIS AGREEMENT for consulting services is entered into by and between the City of Oakley, a municipal corporation in the State of California (hereinafter referred to as "City") and **Townsend Public Affairs, Inc.** (hereinafter referred to as "Consultant"), collectively sometimes referred to hereinafter as the "Parties", as of **April 1, 2024** (the "Effective Date").

RECITALS

A. On September 1, 2023, City and Consultant executed an Agreement for on-call consulting services related to grant writing services (hereinafter referred to as the "Agreement"); and,

B. City and Consultant now desire that the following additional amendment be made to the Consultant services: include legislative advocacy services and increase to the not-to-exceed contract amount from **$60,000 to $67,500 for FY 2023/24** as described in the attached Scope of Services and Fees; and,

C. Except as provided herein, all other terms and provisions of the Agreement shall remain in full force and effect.

AGREEMENT

IN WITNESS WHEREOF, the City of Oakley, a municipal corporation in the State of California, has authorized the execution of this Amendment in duplicate by its City Manager, Approved to as Form by the City Attorney and attested by its City Clerk as of the **1st day of April 2024**, and the parties have caused this Amendment to be executed in duplicate.

CITY

City of Oakley, a municipal corporation
State of California

By: _____
Joshua McMurray, City Manager

ATTEST:

_____
Libby Vreonis, City Clerk

CONSULTANT

Townsend Public Affairs, Inc., a
California corporation

By: _____
Christopher Townsend, President

APPROVED AS TO FORM:

_____
Derek P. Cole, City Attorney

EXHIBIT A TO AMENDMENT NO. 1 TO THE AGREEMENT BETWEEN THE CITY OF OAKLEY AND TOWNSEND PUBLIC AFFAIRS, INC. FOR CONSULTANT SERVICES ASSOCIATED WITH GRANT WRITING AND LEGISLATIVE ADVOCACY

SCOPE OF SERVICES AND COMPENSATION SCHEDULE

SCOPE OF SERVICES

TPA will utilize the following strategic and comprehensive approach to provide state legislative advocacy services to the City:

- **Conduct Detailed Orientation:** TPA utilizes a comprehensive onboarding process that includes extensive meetings with various relevant members of City leadership and key City departments to help develop a strategic plan that is carefully tailored to satisfy the needs of the City and is designed for maximum success in the current political climate and funding environment.

- **Develop Legislative Strategy:** Utilizing the information gathered during the onboarding process, TPA will coordinate with the City to develop an official legislative platform and strategy that represents the City's priorities in Sacramento. This blueprint will be shared with key stakeholders in the State Legislature and Governor's Administration.

- **Implement the Legislative Strategy:** TPA will advocate for the City's legislative agenda utilizing the following methods:

    - **Build and Strengthen Relevant Relationships:** TPA has cultivated a network of valuable relationships that will be leveraged to promote the City's legislative agenda.

    - **Leverage Relationships for Strategic Advocacy Plan:** TPA will engage various techniques to leverage our network of key relationships on behalf of the City:

        - Schedule meetings for the City to discuss relevant legislation
        - Prepare all briefing materials and talking points for the City
        - Brief legislative offices and stakeholders on the City's legislative agenda
        - Follow-up on meetings to ensure commitments and deliverables are being met

    - **Coordinate Advocacy Trips:** TPA will work with the City to coordinate advocacy trips to Sacramento to meet with the City's legislative delegation, as well as legislators that serve on committees relevant to the City's agenda. Furthermore, whenever possible, TPA will also schedule site visits by legislators to the City.

    - **Track Legislation:** TPA will identify, analyze, and monitor all bill introductions and amendments relevant to the City's legislative platform and assess their potential impact on the City.

    - **Craft Testimony and Position Letters:** TPA will prepare and submit written and verbal testimony regarding legislation relevant to the City. TPA will also draft and deliver position letters to legislators and key officials on specific bill language.

    - **Draft Bill Language:** TPA will draft language and amendments for relevant legislation, as required to protect and promote the City's agenda.

    - **State Budget Funding Opportunities:** In an effort to maximize state funding, TPA will work with the City to identify projects and other funding priorities that may be suitable for funding through the State Budget. TPA will coordinate with the City to develop supporting materials for the budget request. TPA will also work with members of the City's state legislative delegation, along with the Assembly and Senate Budget Committees, to gain support for the inclusion of the City's project in the final State Budget approved by the Legislature.

- **Provide Progress Reports:** TPA will confer regularly with the City on our activities. TPA will provide timely electronic reports on the status of all legislative activity, such as bill language, amendments, and committee analyses. In addition to written reports, TPA will be available to the City for conference calls, in-person briefings, and meetings.

- **Prepare and File Lobbying Disclosure Reports:** TPA will prepare and file, on behalf of the City, all applicable state lobbying disclosure reports.

TPA will utilize the following strategic and comprehensive approach to provide grant writing services to the City:

- **Craft Strategic Funding Plan:** Utilizing the information gathered during the onboarding process, TPA will coordinate with the City to develop a proactive and comprehensive strategic funding plan that serves the needs of the City's priorities. ***The plan will do more than simply identify City projects***; it will outline and prioritize multiple funding options for each project and develop a specific plan of work tailored for each project. It will also identify key "strings attached" to help assess the cost/benefit ratio for each grant opportunity.

- **Identify, Research, and Monitor Grant Funding Opportunities:** TPA will utilize list-serve subscription programs, funding workshops, agency canvassing, and other networking tactics to ensure every potential opportunity is identified and reviewed for relevance with the City's projects. TPA will then share these opportunities with the City for further assessment and determination if a grant application is warranted. The City will also receive a grant matrix of funding programs that is updated regularly as new opportunities arise.

- **Community Outreach:** TPA will assist the City with community outreach required for grant applications by ensuring the City is aware of specific requirements, helping develop materials that capture all elements required by the grant, and compiling the outreach data for inclusion in the application.

- **Grant Application Development and Submittal:** TPA will develop, draft, submit, and follow up on each City grant application through the following process:

    - **Establishment of Clear Accountabilities:** TPA will coordinate with the City to ensure the assignment of responsibilities and tasks are made clear so that confusion and inefficiency are avoided, and the City is burdened as little as possible while TPA pursues a grant opportunity**.**

    - **Provide Overview of Full Application Requirements:** For each grant application, TPA will provide the City with a detailed overview of the requirements for the grant program and corresponding application to ensure that the program is a strong fit for the City's project. This will include:

        - Application timeline
        - Eligible project types
        - Funding availability and award maximums and minimums
        - List of application components, including proposal questions and any required attachments

- **Assemble Project Background and Details**: TPA will conduct a detailed informational interview with City staff most involved with each project in order to gain a full understanding of the project background and scope details necessary for developing the grant proposal and addressing all application questions.

- **Coordinate Technical Project Details**: For technical application components such as site plans, detailed cost estimates, project timelines, engineering plans, and cost-benefit analyses, TPA will coordinate with City staff to compile all necessary attachments and ensure consistency across all elements of the application.

- **Draft Written Proposal**: TPA will fully draft all narrative components of the application and, when applicable, will indicate where additional input or project detail from the City could be provided during the proposal review process.

- **Incorporate Feedback to Finalize Proposal**: Well ahead of the application deadline, TPA will provide the City with a full draft for review and feedback. TPA will incorporate any additional details or revisions provided during this process to finalize the grant application and will obtain City approval for the final version of the application prior to submission.

- **Submit Completed Application**: TPA will ensure that applications are submitted prior to the deadline, whether the submission is electronic or through hard copies, in accordance with submission instructions for each individual program. For hard copy submissions, TPA will print and package applications according to submission instructions and will ship applications through a reliable carrier service such as FedEx in order to provide the City with tracking and delivery confirmation for the application. TPA will also obtain a receipt for proof of submission and provide the City with a final copy of all submitted application documents.

- **Funding Advocacy:** Throughout the grant application process TPA will leverage relationships with relevant officials and program officers in various state and federal funding agencies to ensure that City grant applications are aligned with the goals of the specific grant program and that the applications are well-crafted and well-positioned for funding.

- **Post-Grant Submittal Advocacy:** TPA will frequently contact legislators and agency officials to follow up on the status of a grant application and promote its need and urgency. This will include drafting letters of support after grant submissions and distributing them to legislators for their consideration. In addition, TPA will work with legislators to reach out to individual granting agencies to provide background on City's projects and convey their support for those projects.

- **Post-Award Grant Administration and Compliance:** TPA will also assist, as needed, with post-award administration and compliance for all grant applications submitted by TPA on behalf of the City. This assistance will include interacting with granting agencies on behalf of the City, providing support for the drafting and submission of required reports and evaluations, and other tasks related to the successful monitoring of and compliance with the program requirements.

- **Post-Award Services—Above and Beyond Advocacy:** TPA has a track record of success with post-award grant administration and retention. TPA has worked on behalf of clients who, due to unforeseen circumstances, have needed to request an extension of the grant performance period to accomplish project deliverables. TPA is prepared to engage in the legislative process and work with legislators to get bills passed that would allow for the City to retain its grant funding after the performance period would have otherwise ended. Additionally, TPA is prepared to work directly with the City and agencies to secure scope of work changes to already awarded projects to ensure the City will not have to return any hard-won grant funding.

- **Comprehensive Follow-Up on Unsuccessful Applications:** Despite all best efforts, some grant applications are not selected for funding. In those instances where grant applications are unsuccessful, TPA will work with the relevant state and federal funding agencies to set up in-person or telephone debriefing sessions to discuss the grant applications and how to best revise the grant applications for the next funding round to ensure success.

- **Provide Monthly Progress Reports:** TPA will confer regularly with the City on our activities. TPA will provide timely electronic monthly reports on the status of all funding activity, such as current funding opportunities, current applications, submitted applications, and post-grant submittal advocacy. In addition to written reports, TPA will be available to the City for conference calls, in-person briefings, and meetings.

FEE SCHEDULE

ALL-INCLUSIVE RETAINER:

DESCRIPTION OF SERVICES	MONTHLY FEE
State Legislative Advocacy and Grant Writing Services	**$6,500***
State Legislative Advocacy	
• Conduct Detailed Orientation	Included
• Develop Legislative Strategy	Included
• Implement the Legislative Strategy	Included
• Build and Strengthen Relevant Relationships	Included
• Leverage Relationships for Strategic Advocacy Plan	Included
• Coordinate Advocacy Trips	Included
• Track Legislation	Included
• Craft Testimony and Position Letters	Included
• Draft Bill Language	Included
• State Budget Funding Opportunities	Included
• Provide Progress Reports	Included
• Prepare and File Lobbying Disclosure Reports	Included
Grant Writing	
• Craft Strategic Funding Plan	Included
• Identify, Research, and Monitor Grant Funding Opportunities	Included
• Grant Application Development and Submittal	Included
• Establishment of Clear Accountabilities	Included
• Provide Overview of Full Applications Requirements	Included
• Assemble Project Background and Details	Included
• Coordinate Technical Project Details	Included
• Draft Written Proposal	Included
• Incorporate Feedback to Finalize Proposal	Included
• Submit Completed Application	Included
• Funding Advocacy	Included
• Post-Grant Submittal Advocacy	Included
• Post-Award Grant Administration and Compliance	Included
• Post-Award Services—Above and Beyond Advocacy	Included
• Comprehensive Follow-Up on Unsuccessful Applications	Included
**The monthly fee includes all reasonable business and travel expenses.*	

STAFF REPORT

OAKLEY
CALIFORNIA

DATE: March 26, 2024
TO: City Council
FROM: Joshua McMurray, City Manager
SUBJECT: Strategic Plan 27+ Update

Approved and Forwarded to the City Council

Background and Analysis

Since its incorporation, the City of Oakley has developed and operated under the direction of a Strategic Plan. A Strategic Plan guides governing bodies in making complex decisions, such as resource allocation, and sets the organization's priorities and a path forward. It does this through a clear and compelling mission and vision and thoughtful, community-oriented values, goals, and objectives. Strategic Plans are a best practice in municipal organizations as they allow leadership to take a step back from day-to-day challenges and look at the big picture.

The City Council adopted the current Strategic Plan 27+ in April of 2022 and the Staff have been working since that time to implement the goals and objectives of the plan. With the plan encompassing a five-year period, some of the objectives have been completed while others are in various stages of work and there are some that we have not started to work on. The Council received updates in November 2022 and May 2023 on the Strategic Plan.

Fiscal Impact

There is no fiscal impact associated with this update to the City Council.

Staff Recommendation

Staff recommends that the City Council accept the Strategic Plan 27+ Update.

Attachments

1. Strategic Plan Update Spreadsheet
2. Strategic Plan 27+

Strategic Plan 2022-2027+ Objectives Dashboard
2024 Update

Objectives Status Color Key:
Complete
In Progress/In Process/Ongoing
Future/Not Yet Begun

Department Key:
ALL - All Departments
CDD - Community Development
CMO - City Manager's Office
ED - Economic Development
FIN - Finance
HR - Human Resources
PD - Police Department
PW - Public Works
REC - Recreation

Com-plete	Goal	Subgoal	Objective	Sub Objective	Sub Sub Objectives	Assigned Dept(s)	FY 23-24
A1	Community and Economic Development Goal	Strategic and Thoughtful Growth	Strategically plan and pursue commerce that meets the new service demands of local residents and attracts customers as a destination (e.g., grocery store, retail, entertainment, and light industrial near Amazon and on west end).			CDD ED	Efforts continue to move forward with a strong focus on nurturing the small business community and fostering an ecosystem that supports growth including: Mercantile building projects, Delta Pointe Plaza in the Downtown, Bridgehead Industrial Project; and the new the Logistics Center.
A2	Community and Economic Development Goal	Strategic and Thoughtful Growth	Strategically plan and pursue commerce that meets the new service demands of local residents and attracts customers as a destination (e.g., grocery store, retail, entertainment, and light industrial near Amazon and on west end).	Attract businesses that create alternative revenue sources to property tax through sales and business taxes and employ our residents.		CDD ED	This is a continuous endeavor. With our 2023 Economic Development Work Plan, we refined our strategy to draw businesses that expand our revenue sources beyond property tax, incorporating sales and business taxes, while also generating job opportunities for our community through collaborations with local agencies and partnerships.
A3	Community and Economic Development Goal	Strategic and Thoughtful Growth	Strategically plan and pursue commerce that meets the new service demands of local residents and attracts customers as a destination (e.g., grocery store, retail, entertainment, and light industrial near Amazon and on west end).	Seek, in conjunction with the community, sustainable economic opportunities to attract businesses and create jobs, while being sensitive to the types of businesses the community needs and wants.		CDD ED	This is a continuous endeavor. Our 2023 Economic Development Work Plan outlines streamlined, actionable strategies to attract businesses, specifically focusing on expanding outreach by emphasizing the development of marina and recreational sectors.
A4	Community and Economic Development Goal	Strategic and Thoughtful Growth	Strategically plan and pursue commerce that meets the new service demands of local residents and attracts customers as a destination (e.g., grocery store, retail, entertainment, and light industrial near Amazon and on west end).	Prioritize planning by targeting new businesses that align with Oakley's vision.		CDD ED	This is a continuous endeavor. Our 2023 Economic Development Work Plan outlines streamlined, actionable strategies to attract businesses, specifically focusing on expanding outreach by emphasizing the development of marina and recreational sectors.
A5	Community and Economic Development Goal	Strategic and Thoughtful Growth	Provide affordable housing sites that meet our legislated Regional Housing Needs Allocation (RHNA).			CDD	The City is planning to pursue a Rezone rather than an overlay to accommodate RHNA; however, the latest information is that HCD may be open to overlays on commercial sites. Staff will seek expertise to assist in how to proceed and complete the rezone prior to January 31, 2026.

Strategic Plan 2022-2027+ Objectives Dashboard
2024 Update

Objectives Status Color Key:
Complete
In Progress/In Process/Ongoing
Future/Not Yet Begun

Department Key:
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CMO - City Manager's Office
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Com-plete	Goal	Subgoal	Objective	Sub Objective	Sub Sub Objectives	Assigned Dept(s)	FY 23-24
A6	Community and Economic Development Goal	Strategic and Thoughtful Growth	Update Oakley's Downtown Specific Plan to reflect and envision the City's future.			CDD	The City Council decided at its January 23, 2024 meeting that the current Downtown Specific Plan does not need to be updated at this time.
A7	Community and Economic Development Goal	Strategic and Thoughtful Growth	Update Oakley's Downtown Specific Plan to reflect and envision the City's future.	Encourage quality, sustainable growth--housing with business and requisite road infrastructure and sidewalks to support pedestrian and bicyclist movement		CDD PW	The City Council decided at its January 23, 2024 meeting that the current Downtown Specific Plan does not need to be updated at this time.
A8	Community and Economic Development Goal	Strategic and Thoughtful Growth	Update Oakley's Downtown Specific Plan to reflect and envision the City's future.	Leverage the train platform that will offer better access for Downtown programming		ED CDD PW	City infrastructure for the train platform will be complete in Fall 2024. Construction of the train platform should be complete by Fall 2025 to attract and promote downtown development.
A9	Community and Economic Development Goal	Strategic and Thoughtful Growth	Update Oakley's Downtown Specific Plan to reflect and envision the City's future.	Create better streetscapes that can promote traffic calming		PW	The construction of recent Downtown Infrastructure Improvements have enhanced the Downtown complementing the Downtown Specific Plan
A10	Community and Economic Development Goal	Strategic and Thoughtful Growth	Update Oakley's Downtown Specific Plan to reflect and envision the City's future.	Consider funding elements of the Downtown Specific Plan with American Rescue Plan Act (ARPA) monies		CDD ED	Staff presented the DSP to the City Council in January 2024. There was no consensus to proactively open the DSP at this time.
A11	Community and Economic Development Goal	Strategic and Thoughtful Growth	Update Oakley's Downtown Specific Plan to reflect and envision the City's future.	Revitalize and draw people downtown to live, work, and play		CDD ED	Staff presented the DSP to the City Council in January 2024. There was no consensus to proactively open the DSP at this time. Staff will still continue to implement the spirit of the sub objective.
A12	Community and Economic Development Goal	Strategic and Thoughtful Growth	Update Oakley's Downtown Specific Plan to reflect and envision the City's future.	Revitalize and draw people downtown to live, work, and play	Develop an expanded downtown with additional buildings and mixed use.	CDD	Staff presented the DSP to the City Council in January 2024. There was no consensus to proactively open the DSP at this time. In the spirit of the sub objective, Planning is processing Delta Pointe, a commercial/residential mixed use project in the Core Area of the DSP.

Strategic Plan 2022-2027+ Objectives Dashboard
2024 Update

Objectives Status Color Key:
Complete
In Progress/In Process/Ongoing
Future/Not Yet Begun

Department Key:
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CMO - City Manager's Office
ED - Economic Development
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PW - Public Works
REC - Recreation

Com-plete	Goal	Subgoal	Objective	Sub Objective	Sub Sub Objectives	Assigned Dept(s)	FY 23-24
A13	Community and Economic Development Goal	Strategic and Thoughtful Growth	Update Oakley's Downtown Specific Plan to reflect and envision the City's future.	Revitalize and draw people downtown to live, work, and play	Consider a park, including programming specific to Economic Development, from north 2nd Street to Rose Ave.	ED CDD PW	Staff presented the DSP to the City Council in January 2024. There was no consensus to proactively open the DSP at this time.
A14	Community and Economic Development Goal	Strategic and Thoughtful Growth	Update Oakley's Downtown Specific Plan to reflect and envision the City's future.	Revitalize and draw people downtown to live, work, and play	Develop or sell City-owned properties based on community benefit.	CMO	Staff presented the DSP to the City Council in January 2024. There was no consensus to proactively open the DSP at this time. City has transferred ownership of a commercially zoned downtown property to a private developer currently in the design phase of the building project (Delta Pointe) aiming to maximize the community benefits.
A15	Community and Economic Development Goal	Strategic and Thoughtful Growth	Update Oakley's Downtown Specific Plan to reflect and envision the City's future.	Revitalize and draw people downtown to live, work, and play	Consider relocating the co-hosted City/High School Library to a downtown location that can be a unifying location for Seniors, Youth, Veterans, and possible satellite location for County services.	CMO PW FIN CDD PD REC	Staff presented the DSP to the City Council in January 2024. There was no consensus to proactively open the DSP at this time. City Council held a separate work session on potential library options and in February 2024 established a City Council library project subcommittee. Staff continues to work toward solutions for a new City library. DSP may be updated at that time. PD staffed the new Special Services Team (SST) in July 2023. SST is focusing on quality of life issues in the downtown area.
A16	Community and Economic Development Goal	Strategic and Thoughtful Growth	Update Oakley's Downtown Specific Plan to reflect and envision the City's future.	Revitalize and draw people downtown to live, work, and play	Research rezoning of River Oaks Crossing	CDD	This site is not in the DSP and now has an official application for the Bridgehead Industrial Project, which includes a Rezone to P-1 District.) Staff presented the DSP to the City Council in January 2024. There was no consensus to pro-actively open the DSP at this time. Staff will monitor projects and propose amendments as applicable, such as for a future library, or until the City Council directs Staff otherwise.

Strategic Plan 2022-2027+ Objectives Dashboard
2024 Update

Objectives Status Color Key:
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In Progress/In Process/Ongoing
Future/Not Yet Begun

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CMO - City Manager's Office
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A17	Community and Economic Development Goal	Strategic and Thoughtful Growth	Develop a vital Shoreline Plan to attract both people and commerce to our waterfront.			CDD ED	The master planning of the Oakley Regional Park is complete. Staff will pursue grant opportunities to implement the Master Plan in future years.
A18	Community and Economic Development Goal	Strategic and Thoughtful Growth	Develop a vital Shoreline Plan to attract both people and commerce to our waterfront.	Expand marina zoning: restaurants, recreational access, fishing tournaments, 55-acre park		CDD ED	Complete
A19	Community and Economic Development Goal	Strategic and Thoughtful Growth	Develop a vital Shoreline Plan to attract both people and commerce to our waterfront.	Determine viable economic uses of the Oakley shoreline and visit other cities to see how they attracted visitors as a destination (e.g., new Science Center)		CDD ED	Economic Development partners with fishing tournament organizations to attract visitors.
A20	Community and Economic Development Goal	Strategic and Thoughtful Growth	Plan and develop Cypress Corridor holistically with improvements and commerce to service new development to ease downtown traffic (e.g., grocery, restaurants).			ED CDD PW	Planning is complete. The infrastructure projects are estimated to be complete by 2027.
A21	Community and Economic Development Goal	Strategic and Thoughtful Growth	Reinforce Planning Commission to understand Oakley's vision and encourage public engagement:			CDD	Staff continues to facilitate monthly meetings where the Planning Commission reviews projects and receives informational updates from City Staff and Outside Agencies
A22	Community and Economic Development Goal	Strategic and Thoughtful Growth	Reinforce Planning Commission to understand Oakley's vision and encourage public engagement:	Update zoning to promote single and multi-family housing, mixed use, light industry, and commercial opportunities and remaining residential opportunities. Ensure that zoning considers potential conflicts with adjacent properties that are not compatible.		CDD	The City continues to adapt to changing State housing laws and has a certified Housing Element in place.
A23	Community and Economic Development Goal	Strategic and Thoughtful Growth	Reinforce Planning Commission to understand Oakley's vision and encourage public engagement:	Enforce codes consistently in all districts to create consistent standard to code enforcement by using a combination of reactive and proactive code enforcement		CDD	Ongoing

Strategic Plan 2022-2027+ Objectives Dashboard
2024 Update

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In Progress/In Process/Ongoing
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A24	Community and Economic Development Goal	Strategic and Thoughtful Growth	Reinforce Planning Commission to understand Oakley's vision and encourage public engagement:	Enforce codes consistently in all districts to create consistent standard to code enforcement by using a combination of reactive and proactive code enforcement	Maintain code enforcement officers and provide proper training	CDD	Currently staffed with (1) Code Enforcement Officer, and (2) Code Enforcement Technicians. Staff attends CACEO training as needed,
A25	Community and Economic Development Goal	Strategic and Thoughtful Growth	Reinforce Planning Commission to understand Oakley's vision and encourage public engagement:	Encourage objective decision-making versus subjective decision-making for application approvals to meet Oakley's vision and economic goals by focusing on formal plan and study outcomes		CDD	Staff continues to rely on the General Plan and Zoning Ordinance to ensure uniformity, consistency and equity when making decisions.
A26	Community and Economic Development Goal	Strategic and Thoughtful Growth	Reinforce Planning Commission to understand Oakley's vision and encourage public engagement:	Require developer fees for proper infrastructure (e.g., roads and parks) to support development and growth.		CDD PW	Staff continues to assess the appropriate 'Impact Fees' based on the Development's Use, Size and Impact. Impact Fees are paid with the Permit Fees, prior to Permit Issuance.
A27	Community and Economic Development Goal	Strategic and Thoughtful Growth	Reinforce Planning Commission to understand Oakley's vision and encourage public engagement:	Communicate and build consensus through the results of the special studies that are commissioned to provide for the feasibility of projects and engage the public at the beginning of all projects to ensure project delivery is not stunted or stopped without defining success from all stakeholders.		CDD PW	Oakley is currently using more tools such as Engage Oakley to receive public input on special projects, which is then forwarded to the City Council for consideration during work sessions.
A28	Community and Economic Development Goal	Strategic and Thoughtful Growth	Enhance Environmental Stewardship			ED CDD PW	The City evaluates opportunities for additional environmental enhancement projects.
A29	Community and Economic Development Goal	Strategic and Thoughtful Growth	Enhance Environmental Stewardship	Collaborate with the water and sewer special districts to maximize the distribution and use of recycled water		CDD PW	Staff continues to stay engaged with ISD and DWD to review projects and to encourage the districts to install recycled water infrastructure.
A30	Community and Economic Development Goal	Strategic and Thoughtful Growth	Enhance Environmental Stewardship	Explore and report on green energy opportunities.		CDD PW	City Hall Solar Roof project is complete. Staff explores green energy grant opportunities.

Strategic Plan 2022-2027+ Objectives Dashboard
2024 Update

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A31	Community and Economic Development Goal	Strategic and Thoughtful Growth	Enhance Environmental Stewardship	Explore and report on green energy opportunities.	Solar at City facilities	PW	City Hall Solar Roof project is complete.
A32	Community and Economic Development Goal	Strategic and Thoughtful Growth	Enhance Environmental Stewardship	Explore and report on green energy opportunities.	Expansion of City's EV Charging Program	PW	The City has constructed and instilled EV charging stations at the Civic Center and at the new downtown parking lots.
A33	Community and Economic Development Goal	Strategic and Thoughtful Growth	Enhance Environmental Stewardship	Remove the allowance for non-drought tolerant landscaping.		CDD	Completed in September 2022
A34	Community and Economic Development Goal	Strategic and Thoughtful Growth	Enhance Environmental Stewardship	Ensure new residential construction meets adopted standards for energy efficiency, including solar and power storage.		CDD	Staff continues to perform comprehensive plan reviews for all Residential and Commercial Projects, which includes reviews for compliance with the currently adopted California Energy and Green Building Codes.
A35	Community and Economic Development Goal	Strategic and Thoughtful Growth	Enhance Environmental Stewardship	Implement energy, air quality, and greenhouse gas emissions goals within the Oakley General Plan, including the adoption and implementation of a Climate Action Plan by 2025 that complies with State greenhouse gas reduction targets.		CDD PW	The Climate Action Plan will begin in spring 2024 and is expected to be adopted by 2025.
A36	Community and Economic Development Goal	Strategic and Thoughtful Growth	Complete a comprehensive update of the City's Zoning Code.			CDD	Target completion date by end of 2025
A37	Community and Economic Development Goal	Strategic and Thoughtful Growth	Complete a comprehensive update of the City's Zoning Code.	Ensure consistency with current and future vision for Oakley and the recently updated Oakley General Plan.		CDD	Target completion date by end of 2025
A38	Community and Economic Development Goal	Business-Friendly	Research other "like cities" to develop a Strategic Business Outreach Plan.			ED	With the introduction on our new ED Work Plan, we've streamlined growth strategies and conducted research on like cities to identify success practices and taylor our approach.

Strategic Plan 2022-2027+ Objectives Dashboard
2024 Update

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In Progress/In Process/Ongoing
Future/Not Yet Begun

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ALL - All Departments
CDD - Community Development
CMO - City Manager's Office
ED - Economic Development
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A39	Community and Economic Development Goal	Business-Friendly	Research other “like cities” to develop a Strategic Business Outreach Plan.	Conduct a Stimulate Oakley Business analysis for Oakley and compare to adjacent cities for differentiators and opportunities.		ED	With the introduction on our new ED Work Plan, we've streamlined growth strategies and conducted research on like cities to identify success practices and taylor our approach.
A40	Community and Economic Development Goal	Business-Friendly	Research other “like cities” to develop a Strategic Business Outreach Plan.	Develop a Business Vision for Oakley that will attract and retain high-quality, diverse commerce through incentives for businesses including small businesses.		ED	With the introduction on our new ED Work Plan, we've streamlined growth strategies and conducted research on like cities to identify success practices and taylor our approach.
A41	Community and Economic Development Goal	Business-Friendly	Research other “like cities” to develop a Strategic Business Outreach Plan.	Develop a Property Utilization Plan on City-owned properties to maximize the City’s potential return on investment		ED	Ongoing
A42	Community and Economic Development Goal	Business-Friendly	Bolster and support existing businesses through the use of financial and funding incentives such as business low-interest loans, grant funding, ARPA funding, and promote “buy local” incentives.			ED	This is an ongoing effort. In 2023, launched Small Business Recovery Grant Program and Retail and Light Industrial Improvement Grant Program.
A43	Community and Economic Development Goal	Business-Friendly	Showcase businesses through active engagement and outreach (e.g., social media, storefronts images, local business newsletter with coupon book included)			ED REC	Ongoing
A44	Community and Economic Development Goal	Business-Friendly	Continue to streamline business license fee/permits			FIN PW CDD	Ongoing effort that will be optimized with the new Tyler Munis Platform, with a expected completion of Summer 2025.
A45	Community and Economic Development Goal	Business-Friendly	Beautify Oakley’s streetscapes, parks, and business facades to attract and retain businesses and their customers			PW	Complete
A46	Community and Economic Development Goal	Local Employment	Capitalize on Logistics Center and strategize with developers and surrounding property owners to create job opportunities.			CDD ED	Bridgehead Industrial Project was submitted in late 2023 and is currently being processed by the Planning Division.

Strategic Plan 2022-2027+ Objectives Dashboard
2024 Update

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A47	Community and Economic Development Goal	Local Employment	Create employer-employee partnerships to reduce State's regulations on vehicle miles traveled (VMT) and complement our existing housing (Logistics Center development).			CDD ED	Ongoing
B1	Community Health and Safety	Safe Streets	Create an Emergency Disaster & Response Plan including resiliency resources.			CM	Ongoing
B2	Community Health and Safety	Safe Streets	Create an Emergency Disaster & Response Plan including resiliency resources.	Develop a Communication Plan for emergency responders, Public Works, the public, and other key stakeholders.		CM	Ongoing
B3	Community Health and Safety	Safe Streets	Create an Emergency Disaster & Response Plan including resiliency resources.	Provide and reinforce public and staff training through regular community meetings.		CMO	Ongoing
B4	Community Health and Safety	Safe Streets	Create an Emergency Disaster & Response Plan including resiliency resources.	Ensure resiliency to power outages (traffic controls, cellular and broadband backup, generators).		PW	The installation of emergency generators at City Hall and Recreation center has been completed.
B5	Community Health and Safety	Safe Streets	Create an Emergency Disaster & Response Plan including resiliency resources.	Implement training, communicate broadly, and seek grants for implementation		CMO	Ongoing
B6	Community Health and Safety	Safe Streets	Create an Emergency Disaster & Response Plan including resiliency resources.	Modernize the Oakley Emergency Operations Center (EOC).		CMO	Ongoing
B7	Community Health and Safety	Safe Streets	Address streets and main arteries vulnerable to fire, flood, and traffic hazards with improving infrastructure and evacuation plans to provide for safe passage for people including emergency responders.			PD PW CMO	PD has been more visible in this area creating safer and more manageable traffic flows. Area-specific updates are included with the subobjectives below.

Strategic Plan 2022-2027+ Objectives Dashboard
2024 Update

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B8	Community Health and Safety	Safe Streets	Address streets and main arteries vulnerable to fire, flood, and traffic hazards with improving infrastructure and evacuation plans to provide for safe passage for people including emergency responders.	East Cypress Corridor Specific Plan Area		PW	East Cypress Road corridor infrastructure improvement projects are currently underway and anticipated to be completed by 2027 in response to the emergency access and health and safety of the public in far East Oakley.
B9	Community Health and Safety	Safe Streets	Address streets and main arteries vulnerable to fire, flood, and traffic hazards with improving infrastructure and evacuation plans to provide for safe passage for people including emergency responders.	Main Street – improve areas to their full right-of-way		PW	Complete
B10	Community Health and Safety	Safe Streets	Address streets and main arteries vulnerable to fire, flood, and traffic hazards with improving infrastructure and evacuation plans to provide for safe passage for people including emergency responders.	Complete Laurel Road, including widening to its full width, and the extension and over-crossing over the railroad track to Sellers Avenue		PW	Ongoing
B11	Community Health and Safety	Safe Streets	Explore improving lighting for safety			PW	We make improvements where we can, based on projects and community need.
B12	Community Health and Safety	Safe Streets	Align police resources with City's growth.			PD	PD staffing is currently sitting at 40 sworn people. Traffic/Investigation Units are full and we started the SST.
B13	Community Health and Safety	Safe Streets	Align police resources with City's growth.	Develop and implement a staffing plan to scale police personnel to City's growing safety needs.		PD HR	PD staffing is currently sitting at 40 sworn people. The "overhiring" of officers is still permissible and we are seeking qualified candidates.

Strategic Plan 2022-2027+ Objectives Dashboard
2024 Update

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B14	Community Health and Safety	Safe Streets	Align police resources with City's growth.	Streamline and civilianize where appropriate (i.e., admin, budget/finance, records, property, fleet management, etc.).		PD HR	We now have a full time "Fleet PSA" who tends to all matters regarding fleet maintenance. We have a patrol PSA who takes low level cold reports and we are in the process of hiring a second patrol PSA.
B15	Community Health and Safety	Safe Streets	Align police resources with City's growth.	Improve and invest in technology.		PD	We have signed off on an extended 5 year contract with Flock Safety for ALPR services. The ALPR cameras are an effective force multiplier.
B16	Community Health and Safety	Safe Streets	Align police resources with City's growth.	Improve and invest in technology.	Map accident scenes to open roads quicker	PD	The LEICA continues to be used as a force multiplier and it is now linked with our drones. We trained an additional 8 officers on its use.
B17	Community Health and Safety	Safe Streets	Align police resources with City's growth.	Improve and invest in technology.	Research red light cameras to supplement sworn enforcement officers.	PD	Ongoing
B18	Community Health and Safety	Safe Streets	Align police resources with City's growth.	Improve and invest in technology.	Create a larger "cyber shield" over the City via a robust camera program	PD	Ongoing
B19	Community Health and Safety	Safe Streets	Align police resources with City's growth.	Establish strong neighborhood watch programs, including National Night Out, and maintain close communication between the neighborhoods, the City Council, Oakley Police, and City Hall		PD	We continue to offer advice on neighborhood watch programs and we continue to expand our social interactions with the community.
B20	Community Health and Safety	Safe Streets	Align police resources with City's growth.	Collaborate with neighboring agencies to maximize efficiencies with shared resources (e.g., equipment).		PD	OPD continues to share traffic enforcement/ VSET/SWAT resources with/from other agencies.
B21	Community Health and Safety	Safe Streets	Align police resources with City's growth.	Expand the Citizen Emergency Response Training (CERT) program.		PD	Timing on starting up the CERT Program is still not known.

Strategic Plan 2022-2027+ Objectives Dashboard
2024 Update

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B22	Community Health and Safety	Safe Streets	Align police resources with City's growth.	Dedicate traffic enforcement team to improve traffic safety		PD	The Traffic Unit now has three officers and a dedicated sergeant.
B23	Community Health and Safety	Safe Streets	Prioritize road improvements and provide robust enforcement to manage traffic, given accidents are the #1 safety challenge.			PD	The Traffic Unit now has three officers and a dedicated sergeant. The Traffic Unit participates in a traffic enforcement task force and they develop areas of interest for directed enforcement based on the needs of the City.
B24	Community Health and Safety	Safe Streets	Prioritize road improvements and provide robust enforcement to manage traffic, given accidents are the #1 safety challenge.	Consider road improvements such as delineators for areas where speed is an issue.		PD PW	This is always monitored and has already been implemented at some intersections.
B25	Community Health and Safety	Safe Streets	Prioritize road improvements and provide robust enforcement to manage traffic, given accidents are the #1 safety challenge.	Implement traffic-calming policy and update to new practices for increased traffic as Oakley grows.		PD PW	Ongoing
B26	Community Health and Safety	Safe Streets	Promote Safe Pedestrian and Bike Routes.			PD	The Traffic Sergeant has applied for an Office of Traffic Safety (OTS) grant. These grants include programs directed at bike/pedestrian safety.
B27	Community Health and Safety	Safe Streets	Promote Safe Pedestrian and Bike Routes.	Collaborate with School Districts to apply for State and Federal grants to create safer and more accessible connectivity		PD	The PD remains in constant contact with school administrators. Transit safety is discussed.
B28	Community Health and Safety	Safe Streets	Promote Safe Pedestrian and Bike Routes.	Improve trail connectivity to provide pedestrians and cyclists safe passage.		PW	This is an ongoing effort as new projects get implemented.
B29	Community Health and Safety	Safe and Healthy Neighborhoods	Rejuvenate our downtown and residential and business developments to discourage blight through beautification and development of standards for commercial code enforcement			CDD ED	The downtown public infrastructure has been rejuvenated all downtown infrastructure will be completed by summer 2024.
B30	Community Health and Safety	Safe and Healthy Neighborhoods	Promote community service opportunities to build the community and beautify Oakley			ALL	Ongoing

Strategic Plan 2022-2027+ Objectives Dashboard
2024 Update

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ED - Economic Development
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B31	Community Health and Safety	Safe and Healthy Neighborhoods	Implement Phase 2 of the Recreation Center			FIN PW REC	Staff will work with our grant writers to seek grant funding opportunities for this project.
B32	Community Health and Safety	Safe and Healthy Neighborhoods	Connect and promote the County and Non-Governmental Organizations (NGOs) resources available to assist our vulnerable populations (e.g., unhoused persons, people seeking mental health assistance, Veterans services).			CDD REC PD CMO	PD SST has been instrumental in getting unhoused persons off of the streets of Oakley and into environments more conducive to their needs.
B33	Community Health and Safety	Safe and Healthy Neighborhoods	Connect and promote the County and Non-Governmental Organizations (NGOs) resources available to assist our vulnerable populations (e.g., unhoused persons, people seeking mental health assistance, Veterans services).	Educate and promote use of 211 for essential community services.		REC CMO	Ongoing
B34	Community Health and Safety	Safe and Healthy Neighborhoods	Connect and promote the County and Non-Governmental Organizations (NGOs) resources available to assist our vulnerable populations (e.g., unhoused persons, people seeking mental health assistance, Veterans services).	Initiate and partner with other agencies to create regional support to provide services to help unhoused persons		CMO	Contra Costa county rolled out A3 Crisis Response, and initiative that provides timely and appropriate mental and behavioral health crisis services to anyone, anywhere, at anytime in the county.
C1	Parks and Open Space	Parks and Public Areas	Upgrade and develop parks and open space for diverse interests and expanded underserved areas to reinvigorate “play” in Oakley.			PW CDD REC	The City maintains 40 (and growing) public parks at the highest standards.
C2	Parks and Open Space	Parks and Public Areas	Upgrade and develop parks and open space for diverse interests and expanded underserved areas to reinvigorate “play” in Oakley.	Envision a Downtown Park to attract people downtown (e.g., new park parallel to the railroad tracks with a museum and bocce ball courts).		PW CDD REC	The site of the prospective park is owned by private owners and any changes will be contingent upon their development plans.

Strategic Plan 2022-2027+ Objectives Dashboard
2024 Update

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CDD - Community Development
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C3	Parks and Open Space	Parks and Public Areas	Upgrade and develop parks and open space for diverse interests and expanded underserved areas to reinvigorate “play” in Oakley.	Envision, develop, and fund Oakley’s 55-Acre Regional Park and seek grant funding that will compete at the State level.		PW CMO FIN	The Master Planning process is underway and will be completed by summer 2024
C4	Parks and Open Space	Parks and Public Areas	Upgrade and develop parks and open space for diverse interests and expanded underserved areas to reinvigorate “play” in Oakley.	Envision, develop, and fund Oakley’s 55-Acre Regional Park and seek grant funding that will compete at the State level.	Envision Oakley as the front door of the Delta and one of California's natural wonders.	ALL	Marketing efforts are ongoing
C5	Parks and Open Space	Parks and Public Areas	Upgrade and develop parks and open space for diverse interests and expanded underserved areas to reinvigorate “play” in Oakley.	Envision, develop, and fund Oakley’s 55-Acre Regional Park and seek grant funding that will compete at the State level.	Include trail and waterway access to attract outdoor sporting such as hiking, kayaking, boating, and recreational and sports fishing that would serve as an amenity to draw homeowners and sporting events alike.	PW	The Master Planning of the Oakley Regional Park is complete and staff is pursuing grant opportunities to implement the Master Plan.
C6	Parks and Open Space	Parks and Public Areas	Upgrade and develop parks and open space for diverse interests and expanded underserved areas to reinvigorate “play” in Oakley.	Create and maintain sporting fields (bocce, baseball/softball, soccer, equestrian arena) and provide shade, bathrooms, and lighting services.		PW	Complete
C7	Parks and Open Space	Programs and Recreation	Upgrade parks and open space to be accessible and attract the many interests of our diverse residents and visitors and provide access for all.			PW	Ongoing
C8	Parks and Open Space	Programs and Recreation	Upgrade parks and open space to be accessible and attract the many interests of our diverse residents and visitors and provide access for all.	Celebrate and promote our local history through educational and enrichment opportunities and consider work with historical society		REC ED	Ongoing
C9	Parks and Open Space	Programs and Recreation	Upgrade parks and open space to be accessible and attract the many interests of our diverse residents and visitors and provide access for all.	Complete Phase 2 of Oakley’s Recreation Center to encourage indoor sports, Camp Room, and Teen Room for classes		FIN PW REC	Dependent on funding being secured

Strategic Plan 2022-2027+ Objectives Dashboard
2024 Update

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In Progress/In Process/Ongoing
Future/Not Yet Begun

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ALL - All Departments
CDD - Community Development
CMO - City Manager's Office
ED - Economic Development
FIN - Finance
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C10	Parks and Open Space	Programs and Recreation	Upgrade parks and open space to be accessible and attract the many interests of our diverse residents and visitors and provide access for all.	Continue to offer special events and streamline the process for community groups to host events that create a sense of Oakley community and showcase the importance of families, youth, seniors, and Veterans		REC PW CDD	Ongoing
C11	Parks and Open Space	Programs and Recreation	Upgrade parks and open space to be accessible and attract the many interests of our diverse residents and visitors and provide access for all.	Promote Oakley's events and recreation and differentiate our offerings from adjacent cities		REC	Ongoing
D1	Community and Collaborative Partnerships	Community Outreach and Engagement	Focus on establishing community trust and public-private partnerships through positive dialog and tangible outcomes.			ALL	Ongoing
D2	Community and Collaborative Partnerships	Community Outreach and Engagement	Focus on establishing community trust and public-private partnerships through positive dialog and tangible outcomes.	Encourage community neighborhood involvement, such as cleanup walks, that reinforce healthy lifestyles and shared goals with Oakley Police, Council, and City Hall.		PD + Others	The City recently partnered with the Rotary Club of Oakley, the Oakley Union Elementary School District and the County Office of Education to install several Free Little Libraries around the City. We also partnered with the Rotary Club of Oakley and the Oakley Union Elementary School to host a Girls Empowerment Day for Delta Vista and O"Hara park students.
D3	Community and Collaborative Partnerships	Community Outreach and Engagement	Focus on establishing community trust and public-private partnerships through positive dialog and tangible outcomes.	Create interactive face-to-face dialog as a supplement to one-sided social media communication where full participation cannot be facilitated due to Brown Act limitations.		CMO	CM's Office to institute a Neighborhood Committee in 2024 to help with various issues in the City.
D4	Community and Collaborative Partnerships	Community Outreach and Engagement	Focus on establishing community trust and public-private partnerships through positive dialog and tangible outcomes.	Create interactive face-to-face dialog as a supplement to one-sided social media communication where full participation cannot be facilitated due to Brown Act limitations.	Promote City Council/Community meetings through social media to inform about agendas where public can participate in person.	CMO	The PIO posts all City Council & Planning Commission agendas on the City's social media and includes notices in the Oakley Outreach newsletter.

Strategic Plan 2022-2027+ Objectives Dashboard
2024 Update

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In Progress/In Process/Ongoing
Future/Not Yet Begun

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Com-plete	Goal	Subgoal	Objective	Sub Objective	Sub Sub Objectives	Assigned Dept(s)	FY 23-24
D5	Community and Collaborative Partnerships	Community Outreach and Engagement	Focus on establishing community trust and public-private partnerships through positive dialog and tangible outcomes.	Celebrate Oakley in demonstrating and communicating our achievements in accomplishing SP27+, community events, and activities that unite us (e.g., Heart of Oakley, Harvest Festival, Christmas Tree Lighting, Summerfest Celebration, etc.).		ALL	Ongoing
D6	Community and Collaborative Partnerships	Community Outreach and Engagement	Focus on establishing community trust and public-private partnerships through positive dialog and tangible outcomes.	Actively uphold Oakley's Governance Guidelines & Protocols Policy to encourage productive partnerships, positive communication, and achievement of short- and long-term goals.		ALL	Ongoing; the City Council held a governance workshop in February 2024
D7	Community and Collaborative Partnerships	Community Outreach and Engagement	Increase Oakley's communication through outward-facing media, social media platforms, and website.			REC CMO	Recreation staff and the PIO regularly post on the Recreation and City's social media, update the City's website, and utilize Constant Contact campaigns and the Oakley Outreach e-news to provide information to the community.
D8	Community and Collaborative Partnerships	Community Outreach and Engagement	Increase Oakley's communication through outward-facing media, social media platforms, and website.	Promote City Council agendas and decisions via social media with updates on economic activity, business growth, and community events		CMO	Ongoing; the PIO includes a City Council debrief in each Oakley Outreach e-newsletter, and promotes business workshops and community events on the City's website and social media.
D9	Community and Collaborative Partnerships	Community Outreach and Engagement	Increase Oakley's communication through outward-facing media, social media platforms, and website.	Communicate how Oakley is living its core values and meeting its stated mission and vision (e.g., newspapers, electronic boards, website, newsletter, social media).		CMO ALL	Ongoing; the City published a 2023 annual report in January 2024

Strategic Plan 2022-2027+ Objectives Dashboard
2024 Update

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D10	Community and Collaborative Partnerships	Community Outreach and Engagement	Increase Oakley's communication through outward-facing media, social media platforms, and website.	Modernize website to be user friendly, transparent, functional, and reflective of the City's vision.		REC CMO	The release of the website RFP was postponed with the August 2023 reorganization of the City's departments and subsequent hiring of a new IT Manager in the first quarter of calendar year 2024; the website RFP will be released by Summer 2024
D11	Community and Collaborative Partnerships	Community Outreach and Engagement	Communicate and uphold the City's information systems to reinforce transparency and access to build trust.			CC FIN CMO ALL	Ongoing
D12	Community and Collaborative Partnerships	Collaborative Partnerships	Consider creating new partnerships that will involve community participation (e.g., Park and Arts Commission).			CMO	CM's Office to institute a Neighborhood Committee in 2024 to help with various issues in the City.
D13	Community and Collaborative Partnerships	Collaborative Partnerships	Establish, align, and maintain partnerships with local Special Districts, Agencies, NGOs, and Commerce to realize our responsibilities to deliver on the General Plan and Specific Plan and where goals mutually align and meet quarterly			CMO	Efforts to stay in touch and communicate with the Agencies and Districts we do business with are ongoing. The PIO established a weekly email request that includes the school, water, and sanitary districts for community information to include in the Oakley Outreach e-newsletters.
D14	Community and Collaborative Partnerships	Collaborative Partnerships	Establish, align, and maintain partnerships with local Special Districts, Agencies, NGOs, and Commerce to realize our responsibilities to deliver on the General Plan and Specific Plan and where goals mutually align and meet quarterly	Diablo Water District		CMO	Efforts to stay in touch and communicate with the Agencies and Districts we do business with are ongoing. The PIO established a weekly email request that includes the school, water, and sanitary districts for community information to include in the Oakley Outreach e-newsletters.
D15	Community and Collaborative Partnerships	Collaborative Partnerships	Establish, align, and maintain partnerships with local Special Districts, Agencies, NGOs, and Commerce to realize our responsibilities to deliver on the General Plan and Specific Plan and where goals mutually align and meet quarterly	Diablo Water District	Develop collaborative efficiencies to serve our shared constituents	CMO	Efforts to stay in touch and communicate with the Agencies and Districts we do business with are ongoing. The PIO established a weekly email request that includes the school, water, and sanitary districts for community information to include in the Oakley Outreach e-newsletters.

Strategic Plan 2022-2027+ Objectives Dashboard
2024 Update

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Com-plete	Goal	Subgoal	Objective	Sub Objective	Sub Sub Objectives	Assigned Dept(s)	FY 23-24
D16	Community and Collaborative Partnerships	Collaborative Partnerships	Establish, align, and maintain partnerships with local Special Districts, Agencies, NGOs, and Commerce to realize our responsibilities to deliver on the General Plan and Specific Plan and where goals mutually align and meet quarterly	Ironhouse Sanitary District		CMO	Efforts to stay in touch and communicate with the Agencies and Districts we do business with are ongoing. The PIO established a weekly email request that includes the school, water, and sanitary districts for community information to include in the Oakley Outreach e-newsletters.
D17	Community and Collaborative Partnerships	Collaborative Partnerships	Establish, align, and maintain partnerships with local Special Districts, Agencies, NGOs, and Commerce to realize our responsibilities to deliver on the General Plan and Specific Plan and where goals mutually align and meet quarterly	Ironhouse Sanitary District	Consider opportunities for water reuse (e.g., recycled and industrial water).	CMO	Staff continues to stay engaged with ISD to review projects and to encourage the district to install recycled water infrastructure.
D18	Community and Collaborative Partnerships	Collaborative Partnerships	Establish, align, and maintain partnerships with local Special Districts, Agencies, NGOs, and Commerce to realize our responsibilities to deliver on the General Plan and Specific Plan and where goals mutually align and meet quarterly	Mt. Diablo Resource and Recovery (MDRR)		CMO	Efforts to stay in touch and communicate with the Agencies and Districts we do business with are ongoing.
D19	Community and Collaborative Partnerships	Collaborative Partnerships	Establish, align, and maintain partnerships with local Special Districts, Agencies, NGOs, and Commerce to realize our responsibilities to deliver on the General Plan and Specific Plan and where goals mutually align and meet quarterly	CONFIRE		CMO	Efforts to stay in touch and communicate with the Agencies and Districts we do business with are ongoing.
D20	Community and Collaborative Partnerships	Collaborative Partnerships	Establish, align, and maintain partnerships with local Special Districts, Agencies, NGOs, and Commerce to realize our responsibilities to deliver on the General Plan and Specific Plan and where goals mutually align and meet quarterly	School District		CMO	Efforts to stay in touch and communicate with the Agencies and Districts we do business with are ongoing. The PIO established a weekly email request that includes the school, water, and sanitary districts for community information to include in the Oakley Outreach e-newsletters.

Strategic Plan 2022-2027+ Objectives Dashboard
2024 Update

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D21	Community and Collaborative Partnerships	Collaborative Partnerships	Establish, align, and maintain partnerships with local Special Districts, Agencies, NGOs, and Commerce to realize our responsibilities to deliver on the General Plan and Specific Plan and where goals mutually align and meet quarterly	School District	Explore joint-use opportunities to optimally partner with elementary and high school (e.g., satellite classrooms and recreation, library).	CMO	Staff is currently working with the OUESD to develop a new joint use facility agreement.
D22	Community and Collaborative Partnerships	Collaborative Partnerships	Establish, align, and maintain partnerships with local Special Districts, Agencies, NGOs, and Commerce to realize our responsibilities to deliver on the General Plan and Specific Plan and where goals mutually align and meet quarterly	School District	Re-visit agreements with shared facilities and public access	CMO	Staff is currently working with the OUESD to develop a new joint use facility agreement.
D23	Community and Collaborative Partnerships	Collaborative Partnerships	Establish, align, and maintain partnerships with local Special Districts, Agencies, NGOs, and Commerce to realize our responsibilities to deliver on the General Plan and Specific Plan and where goals mutually align and meet quarterly	County/Region/State		CMO	The CM meets monthly with the General Manager's of the water and sewer districts as well as quarterly with the other 3 Delta-centered cities and the County. The City has maintained communication with the CCCFPD.
D24	Community and Collaborative Partnerships	Collaborative Partnerships	Establish, align, and maintain partnerships with local Special Districts, Agencies, NGOs, and Commerce to realize our responsibilities to deliver on the General Plan and Specific Plan and where goals mutually align and meet quarterly	County/Region/State	Encourage collaboration for public safety and enforcement particularly where there is multi-jurisdictional responsibility (e.g., fire, road access, school sites).	CMO PD	The Police Chief and Assistant City Manager attend monthly Multi-Agency Coordination Meetings facilitated by the County Office of Emergency Services for all cities, special districts, and other agencies within the County as well as the quarterly City Emergency Management meetings.

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2024 Update

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D25	Community and Collaborative Partnerships	Collaborative Partnerships	Establish, align, and maintain partnerships with local Special Districts, Agencies, NGOs, and Commerce to realize our responsibilities to deliver on the General Plan and Specific Plan and where goals mutually align and meet quarterly	County/Region/State	Discuss Regional Park interests.	CMO	The PIO includes periodic updates from the EBRPD and activities at Big Break Reegional Shoreline on social media and in the Oakley Outreach e-news.
D26	Community and Collaborative Partnerships	Collaborative Partnerships	Establish, align, and maintain partnerships with local Special Districts, Agencies, NGOs, and Commerce to realize our responsibilities to deliver on the General Plan and Specific Plan and where goals mutually align and meet quarterly	County/Region/State	Invite key electeds, Board representatives, and others to speak at Council meetings for outside updates and perspective.	CC	The City Council gets regular updates from executives who represent the various special districts and agencies in which we work and partner with.
D27	Community and Collaborative Partnerships	Collaborative Partnerships	Establish, align, and maintain partnerships with local Special Districts, Agencies, NGOs, and Commerce to realize our responsibilities to deliver on the General Plan and Specific Plan and where goals mutually align and meet quarterly	NGOs		CMO	The City awarded ARPA grants to local non-profits benefitting the Oakley community in 2022 and received written and oral reports from those non-profits throughout the fiscal year.
D28	Community and Collaborative Partnerships	Collaborative Partnerships	Establish, align, and maintain partnerships with local Special Districts, Agencies, NGOs, and Commerce to realize our responsibilities to deliver on the General Plan and Specific Plan and where goals mutually align and meet quarterly	NGOs	Partner with Rotary, Friends of Oakley, Kiwanis, Oakley Delta Lions Club, Oakley Seniors Club, Veterans of Oakley, Masonic Lodge and Concordant Bodies, Friends of the Oakley Library	CMO	Staff released a request for proposals earlier this year for the alcohol services at specific City events as a fundraising opportunity for local nonprofits.
D29	Community and Collaborative Partnerships	Collaborative Partnerships	Establish, align, and maintain partnerships with local Special Districts, Agencies, NGOs, and Commerce to realize our responsibilities to deliver on the General Plan and Specific Plan and where goals mutually align and meet quarterly	NGOs	Consider creating a Sister City	ED	This is an ongoing effort

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2024 Update

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D30	Community and Collaborative Partnerships	Collaborative Partnerships	Establish, align, and maintain partnerships with local Special Districts, Agencies, NGOs, and Commerce to realize our responsibilities to deliver on the General Plan and Specific Plan and where goals mutually align and meet quarterly	NGOs	Consider expanding outreach to NGOs beyond our region	CMO	Task not started yet
E1	Finance and Fiscal Responsibility	N/A	Communicate on financial updates including financial health, priorities, and unexpected expenditures.			FIN	This is an ongoing effort. Staff presented the Mid-year budget at the first meeting in Feburary and will continue to provide updates as needed.
E2	Finance and Fiscal Responsibility	N/A	Communicate on financial updates including financial health, priorities, and unexpected expenditures.	Provide training related to community facility districts to educate the public regarding the various types of assessments, which are not all taxes		FIN PW	Annual formal reports regarding the Community Facilities Districts are prepared and provided to the Council and public.
E3	Finance and Fiscal Responsibility	N/A	Communicate on financial updates including financial health, priorities, and unexpected expenditures.	Educate Executive Leadership and Council on annual budget through communication, reporting, and training to create better partnership on fiscal strategies.		FIN	Budget has been at the forefront for staff this year. We started in early December reviewing mid-year and we have held a Budget Kickoff Training with the leadership team as well as other staff who are key in the budget process. Forms have been created to better track the needs of each department and guidelines and budget templates will be used to help each department through the process.
E4	Finance and Fiscal Responsibility	N/A	Communicate on financial updates including financial health, priorities, and unexpected expenditures.	Educate the community on large, planned revenue expenditures and how surplus monies will be invested or retained for long-term “rainy day” funds (budget process).		FIN	The Leadership team is currently going through an exercise to help determine the risks and needs of the City when it comes to reserves. This exercise will help us to explain why our rainy day funds are necessary.
E5	Finance and Fiscal Responsibility	N/A	Communicate on financial updates including financial health, priorities, and unexpected expenditures.	Partner with Special Districts and agencies to realize economies of scale and efficiencies.		PW	Engineering Team works with neighboring agencies to take advantage of bidding opportunities on similar public projects.

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Com-plete	Goal	Subgoal	Objective	Sub Objective	Sub Sub Objectives	Assigned Dept(s)	FY 23-24
E6	Finance and Fiscal Responsibility	N/A	Determine how the City will leverage its strong financial position with development revenues and ARPA Covid Relief money ($10M).			FIN	ARPA has been 100% allocated. A large amount of the funding will fund technology upgrades, small business grants and facade improvements as well as funds allocated to the library project.
E7	Finance and Fiscal Responsibility	N/A	Determine how the City will leverage its strong financial position with development revenues and ARPA Covid Relief money ($10M).	Consider input by the community on how funds should be prioritized.		FIN CMO	This was completed last fiscal year
E8	Finance and Fiscal Responsibility	N/A	Determine how the City will leverage its strong financial position with development revenues and ARPA Covid Relief money ($10M).	Implement technology upgrades to improve transparency and public access to City documents and remote transactions.		FIN	We are on track to go live on our new EERP software in July of 2024 for Financials and January of 2025 for HR/Payroll. The new functionality of the software will help us to improve transparency and public access.
E9	Finance and Fiscal Responsibility	N/A	Determine how the City will leverage its strong financial position with development revenues and ARPA Covid Relief money ($10M).	Make the most needed improvements to streets, utilizing development's improvements, funds from the sale of property, and other financing sources to make improvements to the East Cypress traffic flow situation, etc.		CMO	East Cypress Road corridor infrastructure improvement projects are currently underway and anticipated to be completed by 2027 in response to the emergency access and health and safety of the public in far East Oakley.
E10	Finance and Fiscal Responsibility	N/A	Determine how the City will leverage its strong financial position with development revenues and ARPA Covid Relief money ($10M).	Complete a feasibility study pertaining to broadband services and free Wi-Fi throughout the City		ED	Ongoing
E11	Finance and Fiscal Responsibility	N/A	Determine how the City will leverage its strong financial position with development revenues and ARPA Covid Relief money ($10M).	Provide one free session of City-run summer camp to Oakley residents.		REC	We will be able to offer a week of free camp in this summer to several residents and it will complete the amount allocated from ARPA to the Recreation Division.

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2024 Update

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E12	Finance and Fiscal Responsibility	N/A	Develop a sustainable financial plan that will identify opportunities for less dependency on property taxes while maintaining the quality of life that residents and businesses expect.			CDD ED	The City recently adopted a new Economic Development Workplan, and Staff is in the process of implementing it. In addition to that, the City's ongoing attraction efforts continue to pay off as we have several exciting commercial and industrial projects (Safeway and Bridgehead Industrial) that have positive potential sales tax implications.
E13	Finance and Fiscal Responsibility	N/A	Develop a sustainable financial plan that will identify opportunities for less dependency on property taxes while maintaining the quality of life that residents and businesses expect.	Attract more businesses (commercial and industrial) to increase Oakley's per-capita Sales and Use Tax revenues.		ED	This is a continuous endeavor - with our 2023 Economic Development Work Plan, refined our strategy to draw businesses that expand our revenue sources beyond property tax, incorporating sales and business taxes, while also generating job opportunities for our community through collaborations with local agencies and partnerships.
E14	Finance and Fiscal Responsibility	N/A	Develop a sustainable financial plan that will identify opportunities for less dependency on property taxes while maintaining the quality of life that residents and businesses expect.	Seek to supplement existing funding sources with State and Federal grants for special projects		CMO ALL	The City utilizes a contract grant writer and lobbyist.
E15	Finance and Fiscal Responsibility	N/A	Develop a sustainable financial plan that will identify opportunities for less dependency on property taxes while maintaining the quality of life that residents and businesses expect.	Consider the implementation of an EIFD (enhanced infrastructure financing district) to make infrastructure improvements that will attract businesses and generate revenue		FIN CMO	The City is still exploring options.
E16	Finance and Fiscal Responsibility	N/A	Align infrastructure spending and long-term growth so we can plan beyond two years to improve streets and parks and provide for long-term maintenance			PW	Ongoing
E17	Finance and Fiscal Responsibility	N/A	Align infrastructure spending and long-term growth so we can plan beyond two years to improve streets and parks and provide for long-term maintenance	Create an internal services fund for facilities maintenance and improvements.		FIN	This is still in process and will likely not happen until July of 2025.

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2024 Update

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E18	Finance and Fiscal Responsibility	N/A	Align infrastructure spending and long-term growth so we can plan beyond two years to improve streets and parks and provide for long-term maintenance	Establish a minimum baseline for General Fund contributions for street maintenance and improvements and include a growth factor in the recurring operating transfers budget each year.		FIN	This baseline was assigned in Fiscal year 2023 and we will continue to utilize this in future years.
E19	Finance and Fiscal Responsibility	N/A	Modernize Oakley to accommodate growth and improve efficiency by funding technology to improve:			FIN ALL	See responses to subobjectives below.
E20	Finance and Fiscal Responsibility	N/A	Modernize Oakley to accommodate growth and improve efficiency by funding technology to improve:	Service for public-business license applications/other applications		FIN	This will be part of our new software and is anticipated to be available by the end of fiscal year 2025.
E21	Finance and Fiscal Responsibility	N/A	Modernize Oakley to accommodate growth and improve efficiency by funding technology to improve:	Financial modeling and finance/budget balancing		FIN	This will be made possible when we go live on our new financial software this coming year.
E22	Finance and Fiscal Responsibility	N/A	Modernize Oakley to accommodate growth and improve efficiency by funding technology to improve:	Public safety and roads		PD PW	PD is using cameras to monitor high risk intersections more than before.
E23	Finance and Fiscal Responsibility	N/A	Modernize Oakley to accommodate growth and improve efficiency by funding technology to improve:	Customer-Friendly access to the City's financial reporting information and to allow easier transactions without the need for customers to come to City Hall		FIN ALL	This will be made possible when we go live on our new financial software this coming year.
E24	Finance and Fiscal Responsibility	N/A	Modernize Oakley to accommodate growth and improve efficiency by funding technology to improve:	Infrastructure and asset management		PW FIN	This will be made possible when we go live on our new financial software this coming year.
E25	Finance and Fiscal Responsibility	N/A	Develop a Financial Strategy and Reporting Policy			FIN	Complete
E26	Finance and Fiscal Responsibility	N/A	Develop a Financial Strategy and Reporting Policy	Continue to receive third party professional acknowledgment of our City's financial practices:		FIN	Ongoing

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E27	Finance and Fiscal Responsibility	N/A	Develop a Financial Strategy and Reporting Policy	Continue to receive third party professional acknowledgment of our City's financial practices:	Continue to present, apply for, and receive the Government Finance Officers' Association Award on the City's Annual Comprehensive Financial Report	FIN	The City recieved the GFOA ACFR Award in FY 2021/2022 and has submitted the application for FY 2022/2023 and are awaiting the results.
E28	Finance and Fiscal Responsibility	N/A	Develop a Financial Strategy and Reporting Policy	Continue to receive third party professional acknowledgment of our City's financial practices:	Continue to apply for and receive the California Society of Municipal Financial Officers' Operating Budget Excellence Award.	FIN	The City of Oakely recevied the CSMFO Budget Award for FY 2023/2024 Budget and staff will submit an application for the 2024/2025 Budget when it is completed.
E29	Finance and Fiscal Responsibility	N/A	Develop a Financial Strategy and Reporting Policy	Continue to update the Budget Strategies and Financial Policies in the City's annual budgets.		FIN	Staff will continue to review these annually and suggest changes when they are needed.
E30	Finance and Fiscal Responsibility	N/A	Develop a Financial Strategy and Reporting Policy	Consider how to include performance audits in the City's budget to provide accountability for performance and compliance		FIN	Staff continues to refine the performance mearsures in the annual budget.
E31	Finance and Fiscal Responsibility	N/A	Develop a Financial Strategy and Reporting Policy	Maintain 10-year budget forecast to be updated with each annual budget		FIN	Staff continues to look to the future with every financial obligation that is considered. The 10 year plan is reviewed anytime an ongoing cost is recommended to ensure our future remains fiscally sound. The 10 year plan is presented each year to the City Council with the annual budget.
E32	Finance and Fiscal Responsibility	N/A	Develop a Financial Strategy and Reporting Policy	Establish a 30% General Fund Reserve Policy to protect the City's operations from a sudden drop in property tax and development-related revenues		FIN	Complete
E33	Finance and Fiscal Responsibility	N/A	Develop a Financial Strategy and Reporting Policy	Establish a formal policy for the restrictions on and allowed uses of funds in the 30% General Fund Reserve Policy		FIN	Ongoing

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E34	Finance and Fiscal Responsibility	N/A	Develop a Financial Strategy and Reporting Policy	Consider separating out the Capital Improvement Project (CIP) budget from the general operational budget.		FIN	Complete
E35	Finance and Fiscal Responsibility	N/A	Develop a Financial Strategy and Reporting Policy	Consider separating out the Capital Improvement Project (CIP) budget from the general operational budget.	Itemize individual project line items for Council consideration in addition to aggregated projects.	FIN	Complete
E36	Finance and Fiscal Responsibility	N/A	Develop a Financial Strategy and Reporting Policy	Align Strategic Plan Goals and Objectives into the annual budget document, including performance measures		FIN	Complete
F1	Sustainable Organization	N/A	Create a Recruitment and Retention Plan that will hire and retain staff to serve Oakley's growing demands and sustain the level of service our residents and businesses expect.			HR	We are constantly looking to improve on our process.
F2	Sustainable Organization	N/A	Create a Recruitment and Retention Plan that will hire and retain staff to serve Oakley's growing demands and sustain the level of service our residents and businesses expect.	Create a competitive compensation package that is sustainable to attract and retain our greatest assets – our people.		HR	Complete
F3	Sustainable Organization	N/A	Create a Recruitment and Retention Plan that will hire and retain staff to serve Oakley's growing demands and sustain the level of service our residents and businesses expect.	Provide appropriate training and professional development to keep up with regulatory requirements and skill sets to maintain the City		ALL	PD has increased its frequency of training (84 sessions in 2023). Other staff continues to attend and host appropriate training.
F4	Sustainable Organization	N/A	Create a Recruitment and Retention Plan that will hire and retain staff to serve Oakley's growing demands and sustain the level of service our residents and businesses expect.	Properly staff our Police Department to best protect and serve Oakley.		HR PD	Considerations are being made to create a police recruit position.

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F5	Sustainable Organization	N/A	Create a Recruitment and Retention Plan that will hire and retain staff to serve Oakley's growing demands and sustain the level of service our residents and businesses expect.	Address staffing limitations by hiring, contracting, or prioritizing programs, projects, and initiatives to scale appropriately.		ALL	We continue to look at the needs of the community and the services we need to deliver on. Staffing and scaling appropriately is all tied to our budget and available resources.
F6	Sustainable Organization	N/A	Create a Recruitment and Retention Plan that will hire and retain staff to serve Oakley's growing demands and sustain the level of service our residents and businesses expect.	Base the City's performance on execution of SP27+ and other major initiatives.		ALL	Ongoing
F7	Sustainable Organization	N/A	Create a Recruitment and Retention Plan that will hire and retain staff to serve Oakley's growing demands and sustain the level of service our residents and businesses expect.	Encourage employee wellness by creating a safe and healthy work environment, an Employee Assistance Program (EAP), regular employee appreciation events and team building, and the employee wellness program.		HR	Staff continues to seek out wellness events for the team and encourages participation. The HR team along with our Events Committee continues to look for ways to team build and provide appreciation events to show staff they are valued and important to the success of the City.
F8	Sustainable Organization	N/A	Create a Recruitment and Retention Plan that will hire and retain staff to serve Oakley's growing demands and sustain the level of service our residents and businesses expect.	Rebuild and re-energize staff by surveying all employees to understand what would make Oakley a great place to work (e.g., work life balance, work from home schedule).		HR	This is an ongoing effort to continuely look for ways to keep staff morale high. The Assistant City Manager restarted the Communications Committee, which provides feedback from all departments on employee's interests in training, City information, and activities.
F9	Sustainable Organization	N/A	Identify and invest in resources to execute the City's responsibilities.			ALL	We continue to look at the needs of the community and the services we need to deliver on. Staffing and scaling appropriately is all tied to our budget and available resources.

Strategic Plan 2022-2027+ Objectives Dashboard
2024 Update

Objectives Status Color Key:
Complete
In Progress/In Process/Ongoing
Future/Not Yet Begun

Department Key:
ALL - All Departments
CDD - Community Development
CMO - City Manager's Office
ED - Economic Development
FIN - Finance
HR - Human Resources
PD - Police Department
PW - Public Works
REC - Recreation

Com-plete	Goal	Subgoal	Objective	Sub Objective	Sub Sub Objectives	Assigned Dept(s)	FY 23-24
F10	Sustainable Organization	N/A	Identify and invest in resources to execute the City's responsibilities.	Invest in Electric Vehicle fleet, which would require downtown charging stations.		FIN PW PD	Ongoing
F11	Sustainable Organization	N/A	Identify and invest in resources to execute the City's responsibilities.	Upgrade IT services to include new computer systems and more efficient IT response to computer and technical issues to ensure projects can be delivered efficiently		CMO	The City's IT MSP implemented a helpdesk ticketing system in the first quarter of the fiscal year to better manage help requests from staff. The City hired a new in-house IT Manager in February 2024, who, with the Assistant City Manager, will create an Information Technology Plan.
F12	Sustainable Organization	N/A	Identify and invest in resources to execute the City's responsibilities.	Consider fulfilling staffing and hiring needs based on comprehensive Staffing Plan as aligned with SP27+ and other major initiatives.		HR	The City completed a significant reorgainzation this year. The reorgainzation has allowed for a department/division type orgainzation which provides opportunity for growth within the department as well as succession planning for the future.
F13	Sustainable Organization	N/A	Identify and invest in resources to execute the City's responsibilities.	Consider fulfilling staffing and hiring needs based on comprehensive Staffing Plan as aligned with SP27+ and other major initiatives.	Grant writer to identify State and Federal grants to support Oakley	CMO	The City utilizes a contract grant writer and lobbyist.
F14	Sustainable Organization	N/A	Identify and invest in resources to execute the City's responsibilities.	Consider fulfilling staffing and hiring needs based on comprehensive Staffing Plan as aligned with SP27+ and other major initiatives.	Parks & Recreation staff to keep up with demands of new parks and recreational programming	PW REC	The City hired a new Recreation Manager this year with a goal of increasing what we can offer to the community. The City also created a Sr. Recreation Leader position to ensure that all City led programs have the proper guidance and oversight.
F15	Sustainable Organization	N/A	Identify and invest in resources to execute the City's responsibilities.	Consider fulfilling staffing and hiring needs based on comprehensive Staffing Plan as aligned with SP27+ and other major initiatives.	Public Works staff to keep up with demands of new housing, parks and infrastructure development and maintenance.	PW	Ongoing

Strategic Plan 2022-2027+ Objectives Dashboard
2024 Update

Objectives Status Color Key:
Complete
In Progress/In Process/Ongoing
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Department Key:
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CDD - Community Development
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Com-plete	Goal	Subgoal	Objective	Sub Objective	Sub Sub Objectives	Assigned Dept(s)	FY 23-24
F16	Sustainable Organization	N/A	Identify and invest in resources to execute the City's responsibilities.	Consider fulfilling staffing and hiring needs based on comprehensive Staffing Plan as aligned with SP27+ and other major initiatives.	Police to keep up with growing safety needs	PD	Considerations are being made to create a police recruit position to increase the candidate pool to better match the needs of the community.
F17	Sustainable Organization	N/A	Identify and invest in resources to execute the City's responsibilities.	Consider fulfilling staffing and hiring needs based on comprehensive Staffing Plan as aligned with SP27+ and other major initiatives.	Other needs as determined	ALL	The City completed a significant reorgainzation this year. The reorgainzation has allowed for a department/division type orgainzation which provides opportunity for growth within the department as well as succession planning for the future.
F18	Sustainable Organization	N/A	Create a City-wide Succession Plan that anticipates retirement, attrition, and promotions, and provides opportunity for development and growth, to build a well-rounded team that is prepared to serve the City now and well into its future.			HR ALL	Ongoing
F19	Sustainable Organization	N/A	Reinforce a safe and healthy work environment to protect our employees and minimize compensation claims.			HR PD	Police policy is being drafted to govern and encourage the use of the gym. The HR Manager also meets with the Safety Committee.
F20	Sustainable Organization	N/A	Establish trust in City Hall.	Reinforce the investment of our revitalized staff and Council and create measurable partnerships among the trio of Council, staff, and the community to deliver on Oakley's co-created SP27+.		CMO	Ongoing
F21	Sustainable Organization	N/A	Establish trust in City Hall.	In order to recruit and retain staff, Oakley must improve its public-private partnership and live its established values to attract residents, businesses, and employees alike.		ALL	Ongoing

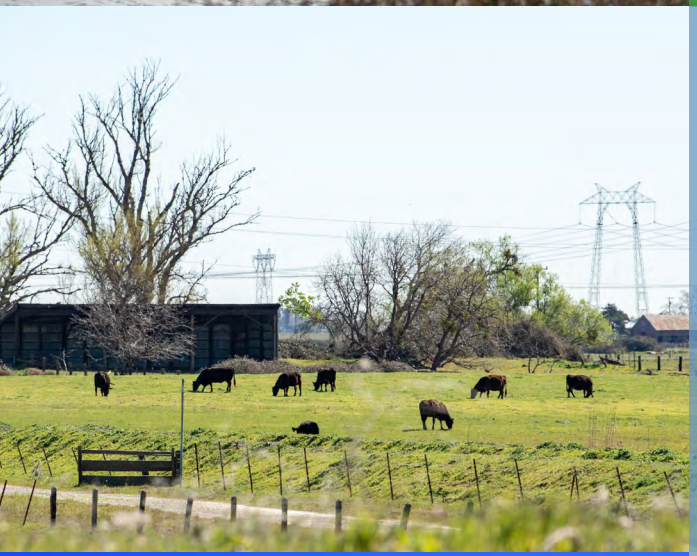
Strategic Plan 2022-2027+ Objectives Dashboard
2024 Update

Objectives Status Color Key:	Department Key:	
Complete	ALL - All Departments	HR - Human Resources
In Progress/In Process/Ongoing	CDD - Community Development	PD - Police Department
Future/Not Yet Begun	CMO - City Manager's Office	PW - Public Works
	ED - Economic Development	REC - Recreation
	FIN - Finance	

Com-plete	Goal	Subgoal	Objective	Sub Objective	Sub Sub Objectives	Assigned Dept(s)	FY 23-24
F22	Sustainable Organization	N/A	Establish trust in City Hall.	Reinforce Team Oakley: Council, staff, and the public by celebrating successes and communicating obstacles for full transparency to create a learning environment.		ALL	Ongoing
F23	Sustainable Organization	N/A	Establish trust in City Hall.	Inspire and encourage Oakley staff to be visible and work with the community at large.		ALL	Ongoing
F24	Sustainable Organization	N/A	Establish trust in City Hall.	Acknowledge roles and responsibilities per the City's Governance Guidelines & Protocols Policy Framework to guide the execution of the Strategic Plan.		ALL	Ongoing



LIVE



WORK



PLAY

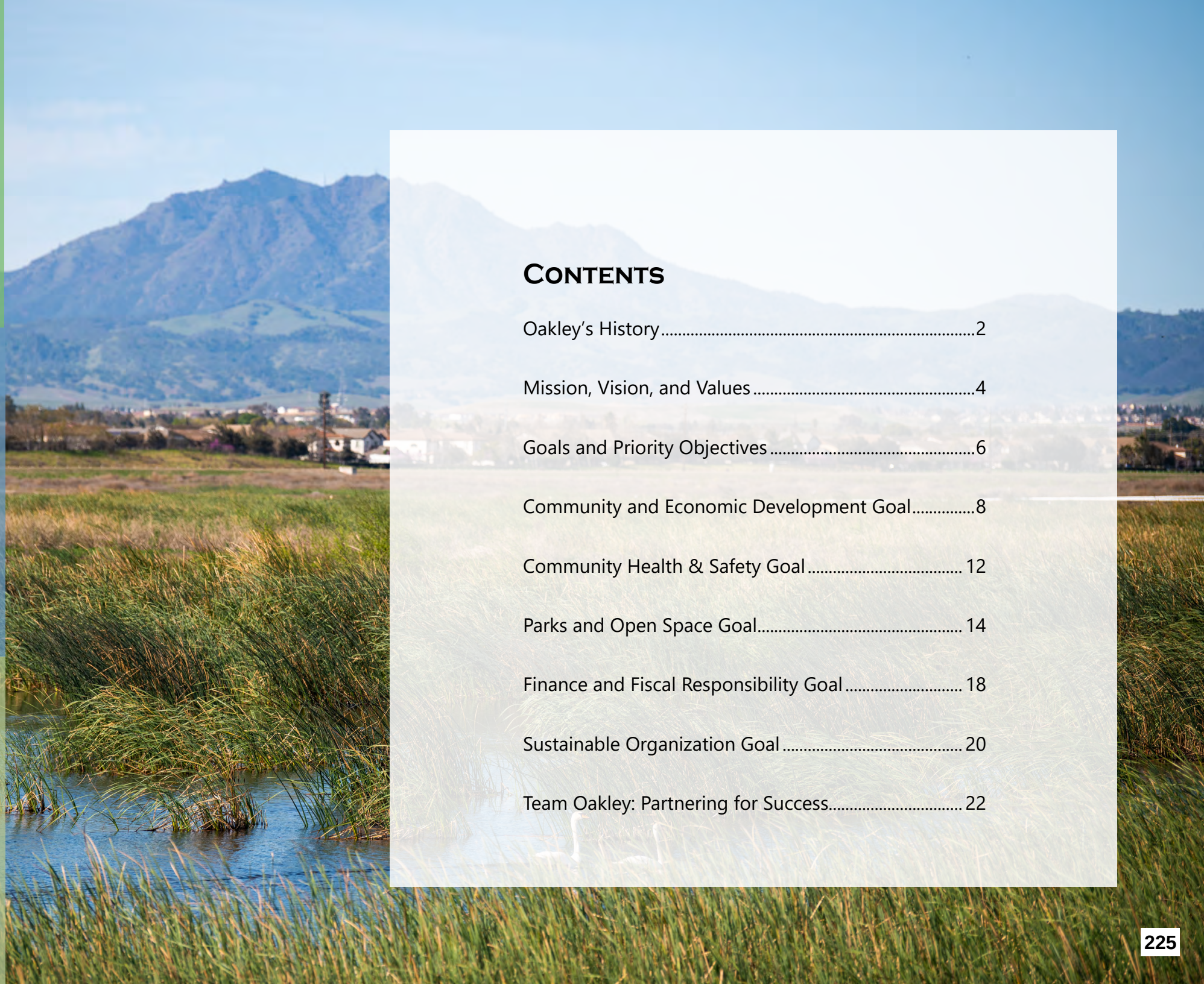
OAKLEY
CALIFORNIA

City of Oakley

STRATEGIC PLAN

2022–2027+

Adopted April 2022



Contents

Oakley's History 2

Mission, Vision, and Values 4

Goals and Priority Objectives 6

Community and Economic Development Goal 8

Community Health & Safety Goal 12

Parks and Open Space Goal 14

Finance and Fiscal Responsibility Goal 18

Sustainable Organization Goal 20

Team Oakley: Partnering for Success 22

OAKLEY
CALIFORNIA



Mayor Randy Pope



Joshua McMurray

Oakley has a vision for its future: Action. For the 5-year Strategic Plan 2027+ (SP27+), the City engaged many diverse community voices to explore who we are, who we want to be, and where we want to go. This process resulted in a clear mission, inspiring vision, redefined values, and a path forward. Now, more than ever, we recognize and celebrate the history, uniqueness, and future potential of our Delta city.

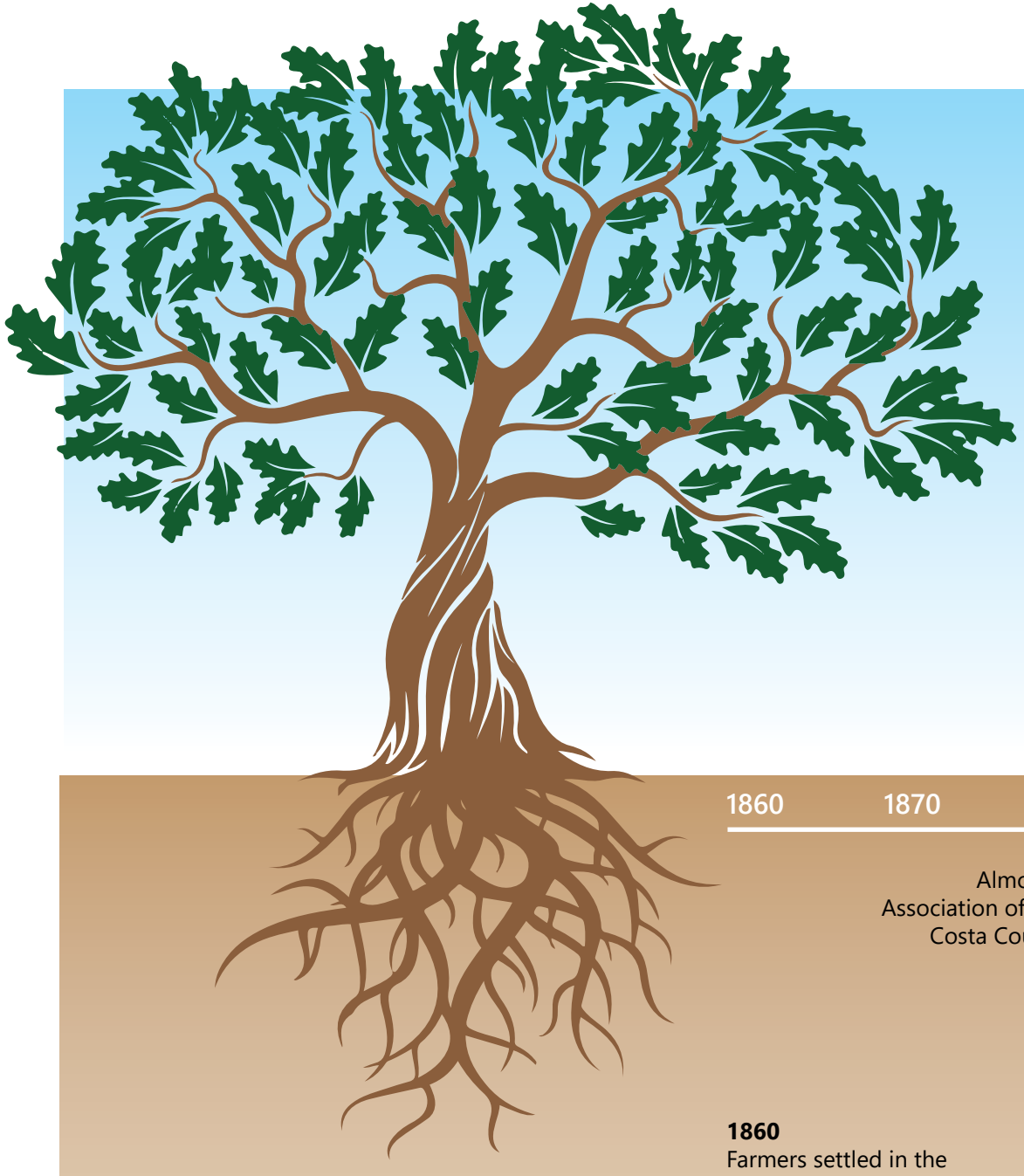
This time in the City's history is filled with excitement, growth, and so much possibility. SP27+ provides us with a long-term framework to provide exceptional service to residents and businesses while capitalizing on the shoreline to enhance the overall quality of the area for both visitors and businesses, investing in people and technological advances for organizational sustainability, and leveraging recent successes, like the Logistics Center, that can provide regional jobs and associated economic activity and investment. The SP27+ gives us focus and keeps our priorities centered around what matters most to our engaged residents, businesses, and partners.

As one community oriented around action, we collectively set our sights on strategic and thoughtful growth, safe and healthy neighborhoods, vibrant open spaces, collaborative engaged partnerships, and a sustainable organization that will benefit current and future residents and businesses. These goals will be realized through our collective values, to set our **PATH** forward: **Promoting** fair and equitable stewardship of our community, **Advocating** for a collaborative environment, demonstrating **Transparency** for accountability, and leading with **Honesty** and integrity. Together we can cultivate an inclusive and vibrant City where we live in a safe community, work together, and play in our backyard.

We look forward to working with you as we take action toward creating a resilient future that fosters and attracts a vibrant and evolving community that welcomes and values all people.

Randy Pope
Mayor

Joshua McMurray
City Manager



Oakley's History

Officially incorporated on July 1, 1999, Oakley is the 11th newest city in California. Oakley is one of the last pioneer communities established inland from California's great coastal centers. Located beyond the extensive San Francisco Bay, the area was historically known as a railroad town along the Santa Fe railroad line and became San Francisco's easternmost frontier for agricultural production in the 1960s.

Early landholders in the 1860s, including Fred Babbe, Andrew Walker, Samuel Sellers, James O'Hara, Edward Emerson, and Benjamin F. Porter, all grew vegetables, fruits, and grains for the San Francisco Market.

1860 1870 1880 1890 1900 1910 1920

1860
Farmers settled in the Oakley area

1889
Almond Growers Association of East Contra Costa County formed

1898
First Postmaster appointed

1900
Santa Fe Railroad first train

1905
Oakley Hotel built

First annual Oakley Jack Rabbit Bar-b-que

1913
First library established

Oakley Women's Club founded

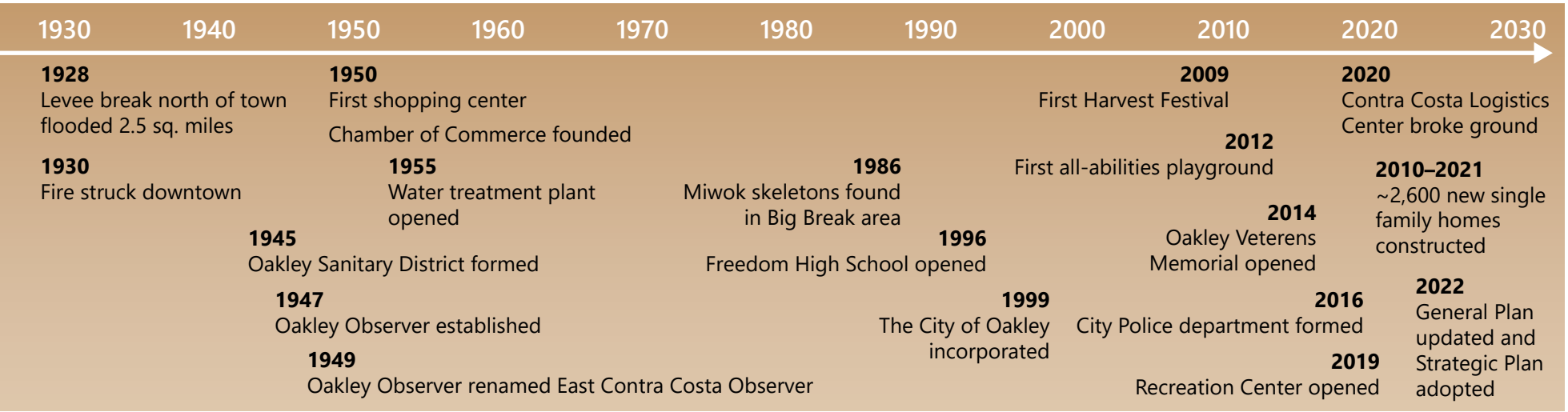
1915
Vineyards developed

1924
Fire struck Oakley, burning most of the businesses in town

In 1898, a native of Ohio and Civil War veteran Randolph Marsh bought 12 acres in the northwest quarter of Section 25 of eastern Contra Costa that became Oakley Township, and the streets, Main, Acme, Ruby, Star, and Home, so christened by Marsh, recall his name today. During the same period, Mary O'Hara, wife of Oakley pioneer James O'Hara, became the first president of the Ladies Improvement Club, which was later known as Oakley Women's Club, established one of the first free libraries in Contra Costa County.

From the early 1900s through the 1960s, Oakley was a very self-sufficient town as it supported an automotive and farm equipment dealership, a hotel, four schools, several grocery stores, movie theaters, restaurants, and bars. The Atchison, Topeka, and Santa Fe railroad – also known as one of the larger railroads in the United States in the 1900s – stopped in Oakley morning and night, allowing easy transport to Stockton for more expanded shopping opportunities and cultural enrichment. Transformation of Oakley from an exclusively agricultural community to a bedroom community supporting an industrial waterfront caused community changes in the late 1950s.

Today, Oakley has blossomed into a growing suburban community of planned business and commercial development, landscaped parks, shopping centers, and abundant leisure opportunities, including excellent fishing and recreational boating opportunities along the Delta.









Mission, Vision, and Values

As part of the SP27+ community process, the City's Mission, Vision, and Values reflect our mission to grow with purposeful intent while embracing our diverse and vibrant communities who choose to build their lives and livelihoods in Oakley's Delta heartland. In recognition that the City is under new leadership and that our community has almost doubled in size, the City is committed to a **PATH** forward to create a better Oakley today while anticipating who Oakley is becoming. Although the City is still young we are advancing to meet the planned growth that was set almost 25 years ago. The SP27+ revisits what is important to the diverse communities and recalibrates the City's collective priorities while not losing sight of what binds us together through our core values. We encourage every citizen, business, and visitor to support our Mission, enliven our Vision, and promote our Core Values to realize a City where anyone can choose to Live, Work, and Play.

Mission

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

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.

Core Values

Our values guide us on a **PATH** to where we want to Live, Work, and Play in the heart of the Delta.

Promote fair and equitable stewardship for the welfare of our diverse individuals that comprise our inclusive community.

Advocate a professional and family-friendly environment where Council, Staff, and the Public can envision and realize the City's future together with a recognition of our shared commitments and opportunities.

Transparency is how we will create accountable partnerships to cultivate communication and collaboration to engage our thriving community.

Honesty and integrity are the foundation for building trust and fostering teamwork to live our mission and vision.









Goals and Priority Objectives

Throughout the SP27+ process, it was broadly acknowledged that the City is growing fast since its incorporation in 1999. With the population doubling in almost 2 decades the City is well positioned to design its future and take advantage of its home-town position on the edge of the Delta. With input from more than 400 community members, it is recognized that Oakley is converging from a rural farm town to a central location that can provide and serve local and regional jobs while providing a safe and vibrant community. More than 69 percent of the community said that Oakley was a good to excellent place to live based on its access to schools and regional jobs, its safe hometown feel, and abundant parks and active community events. But with rapid growth also comes challenges and the community participation helped to steer the SP27+ in the direction of addressing key stressors in order to keep us on the path where Oakley residents, businesses, and visitors can Live, Work, and Play in the heart of the Delta. Primarily participants asked for the City to create more access to shopping, groceries, and jobs while balancing housing with infrastructure demands to manage traffic congestion and public safety.

The SP27+ Goals and Priority Objectives were developed with no implication of hierarchy of importance and outlined in the following sections. It also should be recognized that some goals will be launched in tandem and some may not be launched for years to come based on shifting circumstances and priorities. What is critical is that the City has a vision and plan that allows Council and Staff to weigh priorities and measure them purposefully while respecting investments made for both short- and long-term gains. The joint commitment of the Council and Staff is to move the City's goals forward and achieve alignment based on purposeful communication to partner for informed decision-making to advance progress.

The City's goals, illustrated below, will be accomplished through priority objectives that will be measured, evaluated, and prioritized though the annual budgeting process to realize and advance the City's potential.

Oakley's Goals

Community and Economic Development

- Strategic and Thoughtful Growth
- Business-Friendly Environment
- Local Jobs

Community Health and Safety

- Safe Streets
- Healthy Neighborhoods and Community Resources

Parks and Open Space

- Parks and Public Areas
- Programs and Recreation

Community and Collaborative Partnerships

- Community Outreach and Engagement
- Collaborative Partnerships

Finance and Fiscal Responsibility

Sustainable Organization

Community and Economic Development Goal

The City of Oakley will inspire and encourage Community & Economic Development through strategic and thoughtful growth, a business-friendly environment, and local employment opportunities.

Strategic and Thoughtful Growth Sub-goal

We will strategically plan and thoughtfully align our residential, commercial, and industrial growth to meet our short- and long-term vision.

Strategic and Thoughtful Growth Objectives

- Strategically plan and pursue commerce that meets the new service demands of local residents and attracts customers as a destination (e.g., grocery store, retail, entertainment, and light industrial near Amazon and on west end).
  - Attract businesses that create alternative revenue sources to property tax through sales and business taxes and employ our residents.
  - Seek, in conjunction with the community, sustainable economic opportunities to attract businesses and create jobs, while being sensitive to the types of businesses the community needs and wants.
  - Prioritize planning by targeting new businesses that align with Oakley's vision.
- Provide affordable housing sites that meet our legislated Regional Housing Needs Allocation (RHNA).
- Update Oakley's Downtown Specific Plan to reflect and envision the City's future.
  - Encourage quality, sustainable growth--housing with business and requisite road infrastructure and sidewalks to support pedestrian and bicyclist movement.
  - Leverage the train platform that will offer better access for Downtown programming.
  - Create better streetscapes that can promote traffic calming.



The City of Oakley will strategically plan and thoughtfully align the town's residential, commercial, and industrial growth to meet both its short- and long-term goals.

- Consider funding elements of the Downtown Specific Plan with American Rescue Plan Act (ARPA) monies.
- Revitalize and draw people downtown to live, work, and play.
  - —*Develop an expanded downtown with additional buildings and mixed use.*
  - —*Consider a park, including programming specific to Economic Development, from north 2nd Street to Rose Ave.*
  - —*Develop or sell City-owned properties based on community benefit.*
  - —*Consider relocating the co-hosted City/ High School Library to a downtown location that can be a unifying location for Seniors, Youth, Veterans, and possible satellite location for County services.*
  - —*Research rezoning of River Oaks Crossing*

- Develop a vital Shoreline Plan to attract both people and commerce to our waterfront.
  - Expand marina zoning: restaurants, recreational access, fishing tournaments, 55-acre park.
  - Determine viable economic uses of the Oakley shoreline and visit other cities to see how they attracted visitors as a destination (e.g., new Science Center).
- Plan and develop Cypress Corridor holistically with improvements and commerce to service new development to ease downtown traffic (e.g., grocery, restaurants).
- Reinforce Planning Commission to understand Oakley's vision and encourage public engagement:
  - Update zoning to promote single and multi-family housing, mixed use, light industry, and commercial opportunities and remaining residential opportunities. Ensure that zoning considers potential conflicts with adjacent properties that are not compatible.
  - Enforce codes consistently in all districts to create consistent standard to code enforcement by using a combination of reactive and proactive code enforcement.
    - —*Maintain code enforcement officers and provide proper training.*
  - Encourage objective decision-making versus subjective decision-making for application approvals to meet Oakley's vision and economic goals by focusing on formal plan and study outcomes.
  - Require developer fees for proper infrastructure (e.g., roads and parks) to support development and growth.
  - Communicate and build consensus through the results of the special studies that are commissioned to provide for the feasibility of projects and engage the public at the beginning of all projects to ensure project delivery is not stunted or stopped without defining success from all stakeholders.
- Enhance Environmental Stewardship
  - Collaborate with the water and sewer special districts to maximize the distribution and use of recycled water.
  - Explore and report on green energy opportunities.
    - —*Solar at City facilities*
    - —*Expansion of City's EV Charging Program*



The City of Oakley's business-friendly environment will attract residential, commercial, and industrial partners to revitalize Oakley where people will come to Live, Work, and Play.

- Remove the allowance for non-drought tolerant landscaping.
- Ensure new residential construction meets adopted standards for energy efficiency, including solar and power storage.
- Implement energy, air quality, and greenhouse gas emissions goals within the Oakley General Plan, including the adoption and implementation of a Climate Action Plan by 2025 that complies with State greenhouse gas reduction targets.

- Complete a comprehensive update of the City's Zoning Code.
  - Ensure consistency with current and future vision for Oakley and the recently updated Oakley General Plan.



Oakley will partner with and attract businesses that can employ our regional workforce to invest in local talent.

Business-Friendly Environment Sub-Goal

Our business-friendly environment will attract residential, commercial, and industrial partners to revitalize Oakley where people will come to Live, Work, and Play.

Business-Friendly Environment Objectives

- Research other "like cities" to develop a Strategic Business Outreach Plan.
  - Conduct a Stimulate Oakley Business analysis for Oakley and compare to adjacent cities for differentiators and opportunities.
  - Develop a Business Vision for Oakley that will attract and retain high-quality, diverse commerce through incentives for businesses including small businesses.
  - Develop a Property Utilization Plan on City-owned properties to maximize the City's potential return on investment.
- Bolster and support existing businesses through the use of financial and funding incentives such as business low-interest loans, grant funding, ARPA funding, and promote "buy local" incentives.
- Showcase businesses through active engagement and outreach (e.g., social media, storefronts images, local business newsletter with coupon book included).
- Continue to streamline business license fee/permits.
- Beautify Oakley's streetscapes, parks, and business facades to attract and retain businesses and their customers.

Local Employment Opportunities Sub-Goal

We will partner with and attract businesses that can employ our regional workforce to invest in local talent and expertise.

Local Employment Opportunities Objectives

- Capitalize on Logistics Center and strategize with developers and surrounding property owners to create job opportunities.
- Create employer-employee partnerships to reduce State's regulations on vehicle miles traveled (VMT) and complement our existing housing (Logistics Center development).

OAKLEY

We will partner with and attract businesses that can employ our **regional workforce** to invest in **local talent** and expertise.



Community Health & Safety Goal

The City of Oakley will protect our public and prioritize safe streets, healthy neighborhoods, and robust community resources to benefit our most valued assets — our people.

Safe Streets Sub-Goal

We will preserve and secure the City of Oakley with safe streets that are welcoming to motorists, cyclists, and pedestrians.



Oakley will preserve and secure safe streets that are welcoming to motorists, cyclists, and pedestrians.

Safe Streets Objectives

- Create an Emergency Disaster & Response Plan including resiliency resources.
  - Develop a Communication Plan for emergency responders, Public Works, the public, and other key stakeholders.
  - Provide and reinforce public and staff training through regular community meetings.
  - Ensure resiliency to power outages (traffic controls, cellular and broadband backup, generators).
  - Implement training, communicate broadly, and seek grants for implementation.
  - Modernize the Oakley Emergency Operations Center (EOC).
- Address streets and main arteries vulnerable to fire, flood, and traffic hazards with improving infrastructure and evacuation plans to provide for safe passage for people including emergency responders.
  - East Cypress Corridor Specific Plan Area
  - Main Street – improve areas to their full right-of-way
  - Complete Laurel Road, including widening to its full width, and the extension and over-crossing over the railroad track to Sellers Avenue
- Explore improving lighting for safety.
- Align police resources with City's growth.
  - Develop and implement a staffing plan to scale police personnel to City's growing safety needs.
  - Streamline and civilianize where appropriate (i.e., admin, budget/finance, records, property, fleet management, etc.).

- Improve and invest in technology.
  - *Map accident scenes to open roads quicker.*
  - *Research red light cameras to supplement sworn enforcement officers.*
  - *Create a larger "cyber shield" over the City via a robust camera program.*
- Establish strong neighborhood watch programs, including National Night Out, and maintain close communication between the neighborhoods, the City Council, Oakley Police, and City Hall.
- Collaborate with neighboring agencies to maximize efficiencies with shared resources (e.g., equipment).
- Expand the Citizen Emergency Response Training (CERT) program.
- Dedicate traffic enforcement team to improve traffic safety.

- Prioritize road improvements and provide robust enforcement to manage traffic, given accidents are the #1 safety challenge.
  - Consider road improvements such as delineators for areas where speed is an issue.
  - Implement traffic-calming policy and update to new practices for increased traffic as Oakley grows.
- Promote Safe Pedestrian and Bike Routes.
  - Collaborate with School Districts to apply for State and Federal grants to create safer and more accessible connectivity.
  - Improve trail connectivity to provide pedestrians and cyclists safe passage.

Safe and Healthy Neighborhoods + Community Resources Sub-Goal

We will offer a high quality of life by partnering with residents and businesses to promote and maintain a safe and healthy living and work environment with community resources to serve our diverse community.

Safe and Healthy Neighborhoods + Community Resources Objectives

- Rejuvenate our downtown and residential and business developments to discourage blight through beautification and development of standards for commercial code enforcement.
- Promote community service opportunities to build the community and beautify Oakley.
- Implement Phase 2 of the Recreation Center.
- Connect and promote the County and Non-Governmental Organizations (NGOs) resources available to assist our vulnerable populations (e.g., unhoused persons, people seeking mental health assistance, Veterans services).
  - Educate and promote use of 211 for essential community services.
  - Initiate and partner with other agencies to create regional support to provide services to help unhoused persons.



Oakley will maintain close communication between the neighborhoods the City Council, Oakley Police, and City Hall to manage traffic.

Parks and Open Space Goal

The City of Oakley will capitalize on our greatest Delta asset where our residents, businesses, and visitors can recreate and relax.

Parks and Public Areas Sub-Goal

We will upgrade and maintain our City parks and open spaces to be a focal point that encourages community use and civic pride.

Parks and Public Areas Objectives

- Upgrade and develop parks and open space for diverse interests and expanded under-served areas to reinvigorate "play" in Oakley.
  - Envision a Downtown Park to attract people downtown (e.g., new park parallel to the railroad tracks with a museum and bocce ball courts).
  - Envision, develop, and fund Oakley's 55-Acre Regional Park and seek grant funding that will compete at the State level.
    - *—Envision Oakley as the front door of the Delta and one of California's natural wonders.*
    - *—Include trail and waterway access to attract outdoor sporting such as hiking, kayaking, boating, and recreational and sports fishing that would serve as an amenity to draw homeowners and sporting events alike.*
  - Create and maintain sporting fields (bocce, baseball/softball, soccer, equestrian arena) and provide shade, bathrooms, and lighting services.

Programs and Recreation Sub-Goal

We will serve our diverse people, parks, and programs by providing inclusive activities and access to engage the City's family and friends in science, culture, sports, and creativity.

Programs and Recreation Objectives

- Upgrade parks and open space to be accessible and attract the many interests of our diverse residents and visitors and provide access for all.
  - Celebrate and promote our local history through educational and enrichment opportunities and consider work with historical society.
  - Complete Phase 2 of Oakley's Recreation Center to encourage indoor sports, Camp Room, and Teen Room for classes.
  - Continue to offer special events and streamline the process for community groups to host events that create a sense of Oakley community and showcase the importance of families, youth, seniors, and Veterans.
  - Promote Oakley's events and recreation and differentiate our offerings from adjacent cities.



OAKLEY

We envision Oakley as the **front door of the Delta** and one of California's **natural wonders**.

Community and Collaborative Partnerships Goal

The City of Oakley will build strong community and collaborative partnerships to be mutually beneficial and co-create shared goals.

Community Outreach and Engagement Sub-Goal

We will engage and partner with our residents and businesses in meaningful and relevant dialogue to realize our shared vision and values.

Community Outreach and Engagement Objectives

- Focus on establishing community trust and public-private partnerships through positive dialog and tangible outcomes.
  - Encourage community neighborhood involvement, such as cleanup walks, that reinforce healthy lifestyles and shared goals with Oakley Police, Council, and City Hall.
  - Create interactive face-to-face dialog as a supplement to one-sided social media communication where full participation cannot be facilitated due to Brown Act limitations.
    - *Promote City Council/Community meetings through social media to inform about agendas where public can participate in person.*
  - Celebrate Oakley in demonstrating and communicating our achievements in accomplishing SP27+, community events, and activities that unite us (e.g., Heart of Oakley, Harvest Festival, Christmas Tree Lighting, Summerfest Celebration, etc.).
  - Actively uphold Oakley's Governance Guidelines & Protocols Policy to encourage productive partnerships, positive communication, and achievement of short- and long-term goals.
- Increase Oakley's communication through outward-facing media, social media platforms, and website.
  - Promote City Council agendas and decisions via social media with updates on economic activity, business growth, and community events.
  - Communicate how Oakley is living its core values and meeting its stated mission and vision (e.g., newspapers, electronic boards, website, newsletter, social media).
  - Modernize website to be user friendly, transparent, functional, and reflective of the City's vision.
- Communicate and uphold the City's information systems to reinforce transparency and access to build trust.

Collaborative Partnerships Sub-Goal

We will foster and maintain strong relationships with our public-private partnerships to mutually benefit our shared goals.

Collaborative Partnerships Objectives

- Consider creating new partnerships that will involve community participation (e.g., Park and Arts Commission).
- Establish, align, and maintain partnerships with local Special Districts, Agencies, NGOs, and Commerce to realize our responsibilities to deliver on the General Plan and Specific Plan and where goals mutually align and meet quarterly.
  - Diablo Water District
    - —*Develop collaborative efficiencies to serve our shared constituents.*
  - Ironhouse Sanitary District
    - —*Consider opportunities for water reuse (e.g., recycled and industrial water).*
  - Mt. Diablo Resource and Recovery (MDRR)
  - CONFIRE
  - School District
    - —*Explore joint-use opportunities to optimally partner with elementary and high school (e.g., satellite classrooms and recreation, library).*
    - —*Re-visit agreements with shared facilities and public access.*
  - County/Region/State
    - —*Encourage collaboration for public safety and enforcement particularly where there is multi-jurisdictional responsibility (e.g., fire, road access, school sites).*
    - —*Discuss Regional Park interests.*
    - —*Invite key electeds, Board representatives, and others to speak at Council meetings for outside updates and perspective.*
  - NGOs
    - —*Partner with Rotary, Friends of Oakley, Kiwanis, Oakley Delta Lions Club, Oakley Seniors Club, Veterans of Oakley, Masonic Lodge and Concordant Bodies, Friends of the Oakley Library.*
    - —*Consider creating a Sister City.*
    - —*Consider expanding outreach to NGOs beyond our region.*



We will celebrate Oakley with community events and activities that unite us.

Finance and Fiscal Responsibility Goal

The City of Oakley will leverage its financial resources for the long-term benefit of our residents and businesses while maintaining sufficient reserves to provide stability and ensure a successful future.

Finance and Fiscal Responsibility Objectives

- Communicate on financial updates including financial health, priorities, and unexpected expenditures.
  - Provide training related to community facility districts to educate the public regarding the various types of assessments, which are not all taxes.
  - Educate Executive Leadership and Council on annual budget through communication, reporting, and training to create better partnership on fiscal strategies.
  - Educate the community on large, planned revenue expenditures and how surplus monies will be invested or retained for long-term "rainy day" funds (budget process).
  - Partner with Special Districts and agencies to realize economies of scale and efficiencies.
- Determine how the City will leverage its strong financial position with development revenues and ARPA Covid Relief money ($10M).
  - Consider input by the community on how funds should be prioritized.
  - Implement technology upgrades to improve transparency and public access to City documents and remote transactions.
  - Make the most needed improvements to streets, utilizing development's improvements, funds from the sale of property, and other financing sources to make improvements to the East Cypress traffic flow situation, etc.
  - Complete a feasibility study pertaining to broadband services and free Wi-Fi throughout the City.
  - Provide one free session of City-run summer camp to Oakley residents.
- Develop a sustainable financial plan that will identify opportunities for less dependency on property taxes while maintaining the quality of life that residents and businesses expect.
  - Attract more businesses (commercial and industrial) to increase Oakley's per-capita Sales and Use Tax revenues.
  - Seek to supplement existing funding sources with State and Federal grants for special projects.
  - Consider the implementation of an EIFD (enhanced infrastructure financing district) to make infrastructure improvements that will attract businesses and generate revenue.

- Align infrastructure spending and long-term growth so we can plan beyond two years to improve streets and parks and provide for long-term maintenance.
  - Create an internal services fund for facilities maintenance and improvements.
  - Establish a minimum baseline for General Fund contributions for street maintenance and improvements and include a growth factor in the recurring operating transfers budget each year.
- Modernize Oakley to accommodate growth and improve efficiency by funding technology to improve:
  - Service for public-business license applications/other applications
  - Financial modeling and finance/budget balancing
  - Public safety and roads
  - Customer-Friendly access to the City's financial reporting information and to allow easier transactions without the need for customers to come to City Hall
  - Infrastructure and asset management
- Develop a Financial Strategy and Reporting Policy
  - Continue to receive third party professional acknowledgment of our City's financial practices:
    - —*Continue to present, apply for, and receive the Government Finance Officers' Association Award on the City's Annual Comprehensive Financial Report.*
    - —*Continue to apply for and receive the California Society of Municipal Financial Officers' Operating Budget Excellence Award.*
  - Continue to update the Budget Strategies and Financial Policies in the City's annual budgets.
  - Consider how to include performance audits in the City's budget to provide accountability for performance and compliance.
  - Maintain 10-year budget forecast to be updated with each annual budget.
  - Establish a 30% General Fund Reserve Policy to protect the City's operations from a sudden drop in property tax and development-related revenues.
  - Establish a formal policy for the restrictions on and allowed uses of funds in the 30% General Fund Reserve Policy.
  - Consider separating out the Capital Improvement Project (CIP) budget from the general operational budget.
    - —*Itemize individual project line items for Council consideration in addition to aggregated projects.*
  - Align Strategic Plan Goals and Objectives into the annual budget document, including performance measures.



Oakley will leverage financial resources for the long-term benefit of our residents and businesses.

Sustainable Organization Goal

The City of Oakley will create a vibrant municipal workforce that reflects our commitment to an inclusive and equitable community and can meet our mission today while striving for our envisioned future tomorrow.

Sustainable Organization Objectives

- Create a Recruitment and Retention Plan that will hire and retain staff to serve Oakley's growing demands and sustain the level of service our residents and businesses expect.
  - Create a competitive compensation package that is sustainable to attract and retain our greatest assets – our people.
  - Provide appropriate training and professional development to keep up with regulatory requirements and skill sets to maintain the City.
  - Properly staff our Police Department to best protect and serve Oakley.
  - Address staffing limitations by hiring, contracting, or prioritizing programs, projects, and initiatives to scale appropriately.
  - Base the City's performance on execution of SP27+ and other major initiatives.
  - Encourage employee wellness by creating a safe and healthy work environment, an Employee Assistance Program (EAP), regular employee appreciation events and team building, and the employee wellness program.
  - Rebuild and re-energize staff by surveying all employees to understand what would make Oakley a great place to work (e.g., work life balance, work from home schedule).



Oakley will encourage employee wellness by creating a safe and healthy work environment.

- Identify and invest in resources to execute the City's responsibilities.
  - Invest in Electric Vehicle fleet, which would require downtown charging stations.
  - Upgrade IT services to include new computer systems and more efficient IT response to computer and technical issues to ensure projects can be delivered efficiently.
  - Consider fulfilling staffing and hiring needs based on comprehensive Staffing Plan as aligned with SP27+ and other major initiatives.
    - *Grant writer to identify State and Federal grants to support Oakley.*
    - *Parks & Recreation staff to keep up with demands of new parks and recreational programming.*
    - *Public Works staff to keep up with demands of new housing, parks and infrastructure development and maintenance.*
    - *Police to keep up with growing safety needs.*
    - *Other needs as determined.*
- Create a City-wide Succession Plan that anticipates retirement, attrition, and promotions, and provides opportunity for development and growth, to build a well-rounded team that is prepared to serve the City now and well into its future.
- Reinforce a safe and healthy work environment to protect our employees and minimize compensation claims.
- Establish trust in City Hall.
  - Reinforce the investment of our revitalized staff and Council and create measurable partnerships among the trio of Council, staff, and the community to deliver on Oakley's co-created SP27+.
  - In order to recruit and retain staff, Oakley must improve its public-private partnership and live its established values to attract residents, businesses, and employees alike.
  - Reinforce Team Oakley: Council, staff, and the public by celebrating successes and communicating obstacles for full transparency to create a learning environment.
  - Inspire and encourage Oakley staff to be visible and work with the community at large.
  - Acknowledge roles and responsibilities per the City's Governance Guidelines & Protocols Policy Framework to guide the execution of the Strategic Plan.



Oakley will create accountable partnerships among the trio of City Council, staff, and the community to deliver on this co-created Strategic Plan.

Team Oakley: Partnering for Success

The City of Oakley recognizes that the implementation of the SP27+ is incumbent on the strength of our partnership with the Council and community of residents, businesses, and stakeholders that benefit from the City's success. Our strategic planning process included outreach to more than 400 community members and stakeholders that actively responded to a survey of questions and attendance at 4 public meetings to co-create the City's new mission, vision, values, and priority objectives. With our unique new leadership of both Council and staff alike, along with a new community that has doubled since our City's incorporation less than 25 years ago, together we re-envisioned who Oakley is becoming. **We are thankful to all of those who participated to help co-design our shared future as we implement key goals that will meet our desires for today and for future generations to come.**

City Council Members

Randy Pope, Mayor

Aaron Meadows, Vice Mayor

Anissa Williams

George Fuller

Sue Higgins

Stakeholders-Partners

Jeff Quimby, Contra Costa Water District

Tyson Zimmerman, Angela Lowrey, Dawn Morrow, Ironhouse Sanitary District

Jeffrey Palmquist, Oakley Union Elementary School District Superintendent

City Staff

Joshua McMurray, City Manager

Tim Przybyla, Finance Director

Kevin Rohani, Public Works Director

Paul Beard, Police Chief

Jeri Tejeda, Human Resources Director

Brent Smith, Community Development Director

Libby Vreonis, City Clerk

Lindsey Bruno, Recreation Director

Felicia Escover, Assistant to the City Manager

Strategic Planning Consultants

Ellen Cross, Strategy Driver, Inc.

Maria Pascoal, GEI Consultants

OAKLEY

Thank you for helping Oakley co-create a resilient future and a vibrant and evolving community that welcomes and values all people.



OAKLEY
CALIFORNIA

City of Oakley

3231 Main Street, Oakley, CA 94561

(925) 625-7000

https://www.ci.oakley.ca.us/

OAKLEY
CALIFORNIA

DATE: March 26, 2024

TO: Joshua McMurray, City Manager

FROM: Ken Strelo, Planning Manager

Approved and Forwarded to the City Council

SUBJECT: Bridgehead Industrial Project Environmental Impact Report – Resolution authorizing the City Manager to Execute an Agreement with Raney Planning and Management, Inc. to prepare an Environmental Impact Report for the project titled "Bridgehead Industrial Project"

Summary

The City of Oakley Planning Division has received an application for the project titled, "Bridgehead Industrial Project," which consists of an application by Oxfoot Oakley LLC ("Applicant") requesting approval of 1) a General Plan Amendment (GPA 02-23) to redesignate the General Plan Land Use Designation of the southern portion (approximately 76.4-acres) of the approximately 164-acre site from Commercial (CO) to Light Industrial (LI); 2) a Rezone (RZ 04-23) to re-classify the Zoning District for the entire project from BPL (Business Park Low) District (northern portion) and SP-1 (River Oaks Crossing Specific Plan) District (southern portion) to P-1 (Planned Unit Development) District in conjunction with a Preliminary Development Plan; 3) a Tentative Map (TM 10-23) to subdivide the three existing parcels totaling approximately 164 acres into 10 lots; 4) a Design Review (DR 11-23) for the first phase of the development, including site development and building architecture for an approximately 182,590 square foot building on one of the proposed parcels (10.6-acres) bordering Bridgehead Road; and 5) a Master Sign Program (MSP 01-23) for sign designs and specifications for the entire site, including all future buildings and entrances ("Project").

The City has reached out to Raney Planning and Management, Inc. to provide a scope of service and cost to prepare an Environmental Impact Report (EIR) for the project. A of March 12, 2024, Raney has submitted a revised Scope of Work with a total not to exceed amount of $389,862, which would be wholly funded through the applicant's developer deposit. Staff has reviewed the proposal and Raney Planning and Management, Inc. is ready to start work immediately.

Consistency with Oakley Strategic Plan 27+

The City of Oakley Strategic Plan 2022-2027+ (SP27+) was adopted by the City Council in April of 2022. Approval of this services agreement and the subsequent environmental work is consistent with the Strategic and Thoughtful Growth Objectives within Oakley's Strategic Plan 27+, as it furthers the City's efforts to

encourage objective decision-making versus subjective decision-making for application approvals in order to meet Oakley's vision and economic goals by focusing on formal plan and study outcomes.

Fiscal Impact

The fixed fee to complete the scope of work is a not to exceed contract of $389,862. This contract will not impact the General Fund as all costs associated with the contract and all Staff time and materials associated with processing the application will be funded by the developer deposit.

Staff Recommendation

Staff recommends the City Council approve of the Resolution that authorizes the City Manager to execute a professional contract for services Raney Planning and Management, INC. to prepare an Environmental Impact Report (EIR) for the Bridgehead Industrial Project.

Attachments

1. Proposal to Prepare and Environmental Impact Report – Bridgehead Industrial Project – Scope of Work and Estimate from Raney Planning and Management, Inc., dated March 12, 2024
2. Proposed Resolution
   Exhibit A. Short Form Services Agreement Template

PROPOSAL TO PREPARE AN ENVIRONMENTAL IMPACT REPORT

Bridgehead Industrial Project

City of Oakley, CA

March 12, 2024

Submitted to:
Kenneth Strelo, Planning Manager
City of Oakley
2131 Main Street
Oakley, CA 94561
strelo@ci.oakley.ca.us

Submitted by:
Raney Planning & Management, Inc.
1501 Sports Drive, Suite A
Sacramento, CA 95834
Office: (916) 372-6100

Contacts:
Cindy Gnos, AICP
Senior Vice President
cindygnos@raneymanagement.com

Rod Stinson
Vice President/Air Quality Specialist
rods@raneymanagement.com

RANEY
PLANNING & MANAGEMENT, INC.

TABLE OF CONTENTS

I.	Project Understanding and Approach	1
II.	Technical Scope of Services	4
III.	Project Schedule	19
IV.	Cost Estimate	21
	Appendix A: Monk and Associates Scope of Work	
	Appendix B: Tom Origer and Associates Scope of Work	
	Appendix C: Saxelby Acoustics Scope of Work	
	Appendix D: Fehr & Peers Scope of Work	

I. PROJECT UNDERSTANDING AND APPROACH

Raney has developed the following proposal to prepare a project-level Environmental Impact Report (EIR) for the Bridgehead Industrial Project (proposed project) in the City of Oakley. Below please find Raney's project understanding and approach to providing CEQA documentation.

PROJECT UNDERSTANDING

Project Location

The approximately 160-acre project site (APNs 037-020-007, 037-040-007, and -015) is bounded by Big Break Road to the east, Bridgehead Road to the west, and Main Street to the south in the City of Oakley, California. The Burlington Northern Santa Fe (BNSF) railroad tracks bisect the project site, which is split into northern and southern portions. An existing stormwater drain runs north-to-south on the northern portion of the project site. The northern and southern portions of the site are developed with vineyards. Existing on-site buildings associated with the vineyards are located on the northern portion of the site. Surrounding existing uses include wetlands, a marina, and the San Joaquin River to the north; a construction company, single-family residences, and Big Break Regional Bike Trail to the east, across Big Break Road; commercial uses and single-family residences to the south, across Main Street; and light industrial uses to the west. The City of Oakley General Plan designates the site as Light Industrial and the site is zoned as Business Park Low (BPL).

Project Description

The proposed project would include the removal of the existing vineyard and associated buildings and subsequent construction of 10 light industrial buildings (Buildings 1 through 10) totaling 3.18 million square feet (sf) of new building space, including three million sf of warehouse space and 44,000 sf of office space. Buildings 1 through 5 would be located on the northern portion of the site and Buildings 6 through 10 would be located on the southern portion of the project site. The 936,680-sf Building 1 would be centrally located within the northern portion of the project site and Buildings 2 through 5 would range from approximately 117,180 sf to 269,700 sf and would be located along the eastern and northern boundaries of the northern portion of the project site. The 737,674-sf Building 7 would be centrally located within the southern portion of the project site and the 232,328-sf Building 6 would be located west of Building 7. Buildings 8 through 10 would range from 106,215 sf to 272,758 sf and would be located east of Building 7.

The proposed project would also include the development of a Class I bike path, which would serve as a continuation of the existing Big Break Regional Bike Trail, and would run along the northern and eastern boundaries of the project site. As part of the proposed project, the existing on-site stormwater drain would be rerouted along the western boundary of the project site. Two stormwater basins would also be provided in the northwest and southeast corners of the site. The project would include construction of a new internal road, which would connect to the existing stubbed street serving the light industrial uses to the west. Site access to Buildings 3 through 5 would also be provided by five new driveways off of Big Break Road and would serve cars only. In addition, site access to Buildings 6 through 10 would be provided by two new driveways off of Bridgehead Road and three driveways off of Main Street.

Raney will confirm the required entitlements for the proposed project with the City and the applicant team at the kick-off meeting.

APPROACH

Raney proposes to prepare a project-level EIR to analyze the potential environmental effects associated with the proposed project. Analysis in the EIR will include an assessment of the individual and cumulative environmental effects of the project. The Draft EIR, Final EIR, and related work products will be prepared in accordance with the criteria, standards, and provisions of the California Environmental Quality Act of 1970 (CEQA), Section 21000 et seq. of the Public Resources Code and the State CEQA Guidelines (California Code of Regulations Section 15000 et seq.), and the regulations, requirements, and procedures of the City of Oakley.

Rather than prepare an Initial Study, Raney proposes to evaluate all CEQA topics set forth in Appendix G of the CEQA Guidelines within the EIR.[1] While it is anticipated that most CEQA topics will require detailed analysis within the EIR, some topics may be addressed at a lesser level. According to CEQA Guidelines Section 15128, an EIR shall contain a statement briefly indicating the reasons that various possible significant effects of a project were determined not to be significant and were therefore not discussed in detail in the EIR. Such statements will be included in the EIR within the *Effects Not Found to be Significant* chapter.

Raney will rely on existing information for the proposed project and the surrounding vicinity to the greatest extent feasible, including any technical reports prepared by the project team, technical reports prepared by Raney and its sub-consultants, and information from the City of Oakley, including the City of Oakley General Plan and General Plan EIR. Raney firmly believes that the level of coordination between the City of Oakley, pertinent local and State agencies, and the local citizens is directly proportional to the success of the project. Raney intends to work closely with the City and the project team throughout the development and processing of the EIR. The expectation of Raney is that we will provide environmental services to the City of Oakley, under contract with the City, and will make ourselves available to assist the City to facilitate the process.

Applicant-Provided Technical Reports

The applicant team has provided a Phase I Environmental Site Assessment (ESA) prepared by SCS Engineers for use in the EIR. Raney anticipates the applicant team will provide photo simulations, a Geotechnical Report, and infrastructure studies (i.e., water, sewer, drainage).

Technical Reports prepared by Raney and its Sub-Consultants

Raney proposes to sub-contract with the following technical consultants for the preparation of project-specific technical reports:

[1] This is consistent with CEQA Guidelines Section 15060(d), which states:
"If the lead agency can determine that an EIR will be clearly required for a project, the agency may skip further initial review of the project and begin work directly on the EIR process described in Article 9, commencing with Section 15080. In the absence of an initial study, the lead agency shall still focus the EIR on the significant effects of the project and indicate briefly its reasons for determining that other effects would not be significant or potentially significant."

- Biological Resources Analysis and Planning Survey Report – Monk and Associates;
- Cultural Resources Report – Tom Origer and Associates;
- Noise Study – Saxelby Acoustics; and
- Transportation Impact Analysis – Fehr & Peers.

The air quality and greenhouse gas (GHG) analysis for the project will be prepared in-house by Raney's Air Quality Division led by Vice President, Rod Stinson and Division Manager/Air Quality Specialist, Angela DaRosa. The air quality and GHG analyses will be prepared consistent with the regulations and requirements of CEQA, Assembly Bill (AB) 32, Senate Bill (SB) 32, the Bay Area Air Quality Management District (BAAQMD), and the City of Oakley.

II. Technical Scope of Services

The following technical scope of services identifies each task in the preparation of the necessary documents and includes all the work products associated with each task. Raney anticipates that the scope of services will be further refined in consultation with the City of Oakley as the CEQA lead agency for the project.

Task 1 Project Initiation

The objective of this task is to coordinate with City staff and the project team to confirm assumptions regarding the proposed project and scope of work. Senior Vice President Cindy Gnos, AICP, will serve as the Project Director and will be responsible for overseeing the environmental process, and providing quality control. Vice President/Air Quality Specialist Rod Stinson will serve as the Project Manager and will be responsible for managing the day-to-day preparation of the environmental document; coordinating with the City, outside agencies; and the project team; managing any technical subconsultants; and responding to inquiries on the environmental document. Both Ms. Gnos and Mr. Stinson are familiar with environmental review services and are highly qualified to assist the City in processing the project. Raney anticipates any applicant-provided technical reports will be provided at the kick-off meeting.

Raney will complete the following deliverables:

- Participate in a kick-off meeting with City staff and the applicant to review project schedule/milestones;
- Review existing documentation for the project and identify key issues;
- Determine project entitlements with the applicant team;
- Identify the role that each will play during the effort, as well as a summary of meetings and products;
- Perform a site visit; and
- Refine the scope with any revisions for the City of Oakley to approve.

Task 2 Agency Consultation

The objective of this task is to coordinate with appropriate departments and prepare AB 52 tribal consultation letters for the City. Given the passage of AB 52, and the associated amendments to Public Resources Code 21080.3.1, lead agencies are required to consult with Native American tribes early in the CEQA process. Raney understands the City of Oakley has received letters from tribes requesting notice pursuant to AB 52/PRC 21080.3.1, and the City will notify the tribes in writing of the proposed project within 14 days from the start of the CEQA process. Raney will assist the City in completing requirements and formal consultation pursuant to AB 52.

Raney will complete the following deliverables:

- Assist City staff with AB 52 consultation, including preparation of tribal consultation letters.

Task 3 Project Description

The objective of this task is to prepare a draft project description in consultation with City staff and the project applicant team. Based on Raney's extensive CEQA experience, completing a draft of the project description during the project initiation phase greatly reduces the potential for

project-related issues throughout the preparation of the environmental documents. The project description will include a detailed project location, background, and history of the project (including past ownership and land uses); intended uses of the proposed project; existing environmental setting; description of on- and off-site infrastructure necessary to serve the project; discretionary actions; project characteristics; important project features; project objectives; phasing; agreements; and permits and approvals that are required for the project based on available information. In addition, Raney will prepare regional and project location maps. Raney will also provide a list of responsible agencies that are anticipated to rely on the EIR for decision making.

Raney will complete the following deliverables:

- Submit one electronic copy of the draft project description to the City of Oakley and the applicant for review and comment; and
- Submit one electronic copy of the final project description to the City of Oakley and the applicant prior to incorporation into the EIR.

Task 4 Prepare Notice of Preparation

The objective of this task is to prepare/distribute a Notice of Preparation (NOP) for public review that includes a description of the proposed project, location map, and general environmental effects anticipated to be caused by the proposed project, as well as attend a public scoping meeting to solicit the public's input on the content of the EIR. Raney assumes the public scoping meeting will be set up as a brief project overview presentation, in order for the community to gain an understanding of the project and make comments based upon accurate knowledge of the project. It should be noted that, if during the NOP public review period, a substantial number of comments are received on a topic that would otherwise be addressed and dismissed in the *Effects Not Found to be Significant* chapter, Raney would consult with the City of Oakley to discuss whether the scope of services for the EIR should be revised to include additional technical chapters or technical analysis of additional topics. If additional chapters or technical analysis are deemed necessary by City staff, Raney would propose to amend the scope of work, schedule, and budget accordingly. Raney understands the City will be publishing, posting, and distributing the NOP and electronically submitting the NOP with a completed Notice of Completion (NOC) to the State Clearinghouse.

Raney will complete the following deliverables:

- Submit one electronic copy of the Administrative Draft NOP to City staff for review;
- Submit one electronic copy of the Final NOP (with edits from the City of Oakley incorporated) to the City of Oakley;
- Facilitate and attend one public scoping meeting to emphasize the review process as well as the intent and requirements of CEQA, as outlined in *Task 13 Project Management, Meetings, and Hearings*;
- Create an administrative record of all written and verbal comments regarding the NOP to bring together and resolve the concerns of affected federal, state, and local agencies, as well as the local community; and
- Revise the scope of services for the EIR, if needed, based upon NOP verbal and written comments received during the NOP comment period.

Task 5 Prepare Administrative Draft EIR

The objective of this task is to prepare an accurate, thorough, and complete Administrative Draft EIR for the proposed project that will provide a project-level analysis to evaluate the potential environmental effects associated with the proposed project. The Administrative Draft EIR will include all statutory sections required by CEQA Sections 15120 through 15132, and provide the public and decision-makers with a thorough, legally defensible environmental analysis of the proposed project.

Task 5.1 Introduction, Executive Summary, and Project Description

The Introduction will cite the provisions of CEQA to which the proposed project is subject. This section will identify the intended uses of the EIR, agencies that may rely upon the EIR, purpose of the EIR and statutory authority, summary of the scoping procedures, and a list of the NOP comment letters and concerns raised in the letters.

The EIR will also include an Executive Summary chapter to briefly describe in text the impacts and mitigation measures. A summary table will be included, consisting of a matrix of impacts and mitigation measures, with levels of significance of impacts before and after mitigation. The summary table will include all mitigation measures applicable to the proposed project.

The Project Description chapter will be consistent with the one developed in *Task 3 Project Description.*

Task 5.2 Environmental Setting, Impacts, and Mitigation Measures

The environmental analysis for the proposed project is anticipated to focus on the following areas: Agriculture Resources; Aesthetics; Air Quality and GHG Emissions; Biological Resources; Cultural and Tribal Cultural Resources; Geology and Soils; Hazards and Hazardous Materials; Hydrology and Water Quality; Land Use and Planning; Noise; Public Services and Utilities; and Transportation. Project alternatives and statutorily required sections will also be included. Some refinement to these issues may be required based on the comments that will be received during the NOP scoping process.

Consistent with CEQA, each environmental chapter will include the following: an introduction; existing environmental setting; regulatory context; standards of significance; method of analysis; identification of environmental impacts; development of mitigation measures and monitoring strategies; level of significance after mitigation; cumulative impacts and mitigation measures; significant impacts; and effects not found to be significant. Raney proposes to include the following technical environmental chapters:

a) Agriculture Resources

The Agriculture Resources chapter will provide information in regards to the existing setting relative to agricultural resources on the project site. This will include reviewing maps prepared pursuant to the Farmland Mapping and Monitoring Program of the California Resources Agency to determine whether Prime Farmland, Unique Farmland, or Farmland of Statewide Importance occurs on-site. The setting section will also identify the types of on-site soils, determined through a Web Soil Survey, which will

be conducted on-line by Raney, using the USDA Natural Resources Conservation Service website.

b) Aesthetics

The Aesthetics chapter of the EIR will summarize existing regional and project area aesthetics and visual setting. To the extent applicable, the chapter will describe project-specific aesthetics issues such as scenic vistas, trees, historic buildings, scenic highways, existing visual character or quality of the project area, as well as light and glare. Raney will rely on the photo simulations to be provided by the applicant team for use in the Aesthetics chapter. Pursuant to Appendix G of the CEQA Guidelines, the focus will be on whether the proposed project could substantially degrade the existing visual character or quality of the project site and surroundings. Raney will rely on the City of Oakley General Plan and associated EIR for the analysis.

c) Air Quality and GHG Emissions

The air quality analysis for the proposed project will be performed in-house by Raney's air quality team, utilizing the California Emissions Estimator Model (CalEEMod) software program and following BAAQMD CEQA Guidelines. Raney will utilize the CalEEMod software program and trip generation information to be provided by Fehr & Peers' Transportation Impact Analysis (TIA) to conduct a quantitative assessment of short-term (i.e., construction) and long-term (i.e., operational) increases of criteria air pollutant emissions of primary concern (i.e., ROG, NO_X, $PM_{10,}$ and $PM_{2.5}$) resulting from the proposed project. The construction emissions estimate will include emissions associated with on-site grading, as well as earthwork equipment and building construction. The significance of air quality impacts will be determined in comparison to BAAQMD recommended thresholds of significance. The project's cumulative contribution to regional air quality will be discussed, based in part on the modeling conducted at the project level. Mitigation measures will be incorporated to reduce any significant air quality impacts, and anticipated reductions in emissions associated with proposed mitigation measures will be quantified.

Health Risk Assessment

It should be noted that any project that exceeds 100 truck trips per day and is within 1,000 feet of a sensitive receptor necessitates the preparation of a Health Risk Assessment (HRA) to address the impacts of TACs. Although the project is speculative, due to the number of anticipated docks and bays, Raney anticipates the trip generation from the project could exceed the threshold of 100 truck trips per day. In addition, the project site is less than 1,000 feet away from sensitive receptors (single-family residences to the east and west); therefore, Raney assumes an HRA will be required for the project. This does not necessarily mean that there will be a significant TAC impact, but rather it provides justification for preparing an HRA to calculate the cancer risk associated with on-site truck diesel particulate matter (DPM) emissions to determine if the risk is below the District's threshold. The analysis for the HRA would include both acute and chronic health hazards, carcinogenic and non-carcinogenic, due to exposure of TACs. The significance of health risk impacts will be determined in comparison to the criteria identified in the California Office of Environmental Health

Hazard Assessment (OEHHA) Guidelines. The significance of carcinogenic health risk impacts will be expressed in terms of cancer cases per one million individuals. Non-carcinogenic health risk impacts will be determined using BAAQMD's recommended Hazard Index (HI). The results of the analysis will be summarized in the air quality and GHG emissions section of the IS. The analysis will be performed in accordance with the 2015 California OEHHA Risk Assessment Guidelines.

GHG Emissions
Raney will run the CalEEMod program using project land use, and trip generation rates, to produce an estimate of annual GHG emissions for the proposed project.

The BAAQMD has recently adopted new thresholds of significance for GHG emissions. Pursuant to the new BAAQMD thresholds of significance for GHG emissions, new land use development projects need to implement specific design elements (i.e., no natural gas, electric vehicle charging) or show consistency with a local GHG reduction strategy in order to do its "fair share" of implementing the goal of carbon neutrality by 2045. If the project can implement the specific design elements, it can reasonably be determined that the proposed project will not make a cumulatively considerable contribution to global climate change.

Raney will work closely with the City and BAAQMD throughout preparation of the GHG analysis with respect to identifying the methodology and thresholds of significance to be used for the GHG analysis. Raney's GHG analysis for the proposed project will follow the agreed upon methodology and thresholds. Mitigation measures would be identified, as appropriate, in coordination with the City and BAAQMD to identify feasible mitigations for GHG emissions.

d) Biological Resources

The Biological Resources chapter of the EIR will summarize the setting and describe the potential project effects to plant communities, oak woodlands, wildlife, and wetlands, including adverse effects on rare, endangered, candidate, sensitive, and special-status species for the project site. It should be noted that 158.76 acres of the project site are covered by the East Contra Costa Habitat Conservation Plan/Natural Community Plan (ECCCHCP/NCCP), while the remaining 1.26 acres, located primarily along the northern portion of the site, are outside of the ECCCHCP/NCCP covered area. Raney proposes to subcontract with Monk and Associates (M&A) to prepare a Biological Resources Analysis to address CEQA-related biological resources and a Planning Survey Report (PSR) for the 158.76-acre portion of the project site covered by the ECCCHCP/NCCP (please see *Appendix A* for a complete scope of work).

Biological Resources Analysis
M&A will prepare a description of plant communities and wildlife habitats present within the project site, to address impacts to special-status species known from the area. M&A will evaluate sensitive biological resources such as special-status species, designated by the U.S. Fish and Wildlife Service (USFW), California Department of

Fish and Wildlife (CDFW), and other resource organizations include the California Native Plant Society (CNPS), and "waters of the United States" as regulated by the U.S. Army Corps of Engineers and "waters of the State" as regulated by the California Regional Water Quality Control Board (RWQCB) and the CDFW. In addition, M&A will review the CDFW's most current version of the Natural Diversity Database (RareFind5 application) for records of special-status plant and animal species known to occur at the project site and within three miles of the site. M&A will also review the CNPS *Inventory of Rare and Endangered Vascular Plants of California* for information regarding the potential for special-status plant and animal species to occur in the area. An M&A wetland specialist/botanist and wildlife biologist will conduct a site survey to confirm current project site plant communities and wildlife habitats and prepare a final list of all plants or animals observed or expected to occur on the project site.

Planning Survey Report

M&A will also prepare a Planning Survey Report (PSR) to be submitted to the East Contra Costa Habitat Conservancy (Conservancy), allowing the project to receive incidental coverage under the ECCCHCP/NCCP. M&A will prepare a PSR application for the East Contra Costa Habitat Conservancy (Conservancy) for the project's coverage under the ECCCHCP/NCCP. Use of the ECCCHCP/NCCP will be granted through the participating entity, in this case, being the City of Oakley. The ECCCHCP/NCCP provides "incidental take" coverage and provides required mitigation for potential project-related impacts to most regionally known special-status plant and animal species (known as covered species), including most species under the California and Federal Endangered Species Acts, and species with lower regulatory status that generally require mitigation for applicants developing in the area. The ECCCHCP/NCCP application package will be submitted to the City of Oakley and the Conservancy for approval.

Raney will internally review the Biological Resources Analysis and PSR to ensure that all CEQA issues are adequately addressed and will incorporate the results into the Biological Resources chapter of the EIR.

e) Cultural and Tribal Cultural Resources

The Cultural and Tribal cultural Resources chapter of the EIR will summarize the setting and briefly describe the potential effects to any on-site historical and archaeological resources due to implementation of the proposed project. Raney's analysis will be based on a Cultural Resources Report to be prepared by Tom Origer and Associates (Origer), under contract with Raney (please see *Appendix B* for a complete scope of work). Origer will conduct archival research at the Northwest Information Center and at the offices of Tom Origer and Associates, as well as make contact with the Native American Heritage Commission and local Native American tribes and individuals. Origer will conduct a pedestrian survey of the project site and complete preliminary documentation on DPR 523 forms if cultural resources are found. Origer will prepare a report that details their findings and recommendations for the treatment of cultural resources. Raney will internally review the report to ensure that

all CEQA issues have been adequately and accurately addressed and will incorporate the results of the analysis into the Cultural and Tribal Cultural Resources chapter of the EIR. In addition, Raney will address the potential for the onsite vineyards to qualify as a historic resource due to its age. Raney will rely on CEQA criteria regarding historic resources and will coordinate with the City to determine whether the vineyards could be eligible for listing as a historic resource.

Tribal Consultation
Given the passage of AB 52, and the associated amendments to Public Resources Code 21080.3.1, lead agencies are required to consult with Native American tribes early in the CEQA process. Raney understands the City of Oakley has received letters from tribes requesting notice pursuant to AB 52/PRC 21080.3.1, and the City will notify the tribes in writing of the proposed project within 14 days from the start of the CEQA process. . Raney will prepare the tribal consultation letters and will assist the City in completing requirements and formal consultation pursuant to AB 52. Should one or more tribes request formal consultation, non-confidential information provided though the consultation process will be included in the Tribal Cultural Resources portion of the chapter.

f) Geology and Soils

The Geology and Soils chapter of the EIR will summarize the setting and describe the potential effects from soil erosion, earthquakes, liquefaction, and expansive/unstable soils, as well as identify any paleontological resources or unique geological features within the project area. Raney anticipates the applicant team will provide a Geotechnical Report for use in the chapter. Raney will internally review the report to ensure all CEQA issues have been adequately and accurately addressed and will incorporate the results of the analysis into the Geology and Soils chapter of the EIR.

g) Hazards and Hazardous Materials

The Hazards and Hazardous Materials chapter of the EIR will summarize the setting and describe any potential for existing or possible hazardous materials within the project area, such as hazardous wastes, or soil and/or groundwater impacts on the site, such as 55-gallon drums, underground and aboveground storage tanks, chemical containers, waste storage, etc. Raney will use the applicant-provided Phase I ESA for use in the chapter. Raney will internally review the Phase I ESA to ensure all CEQA issues have been adequately and accurately addressed and will incorporate the results of the analysis into the Hazards and Hazardous Materials chapter of the EIR.

h) Hydrology and Water Quality

The Hydrology and Water Quality chapter will summarize setting information and identify potential project impacts on storm water drainage, flooding, groundwater, and water quality. Raney assumes the applicant team will provide infrastructure studies to address water quality and drainage and evaluate the removal and rerouting of the stormwater drain that currently runs through the site. Raney will coordinate with the City Engineer to ensure the adequacy of the reports and to confirm all CEQA issues

have been adequately and accurately addressed. Raney will incorporate the results of the analysis into the Hydrology and Water Quality chapter of the EIR.

i) Land Use and Planning

The Land Use and Planning chapter will evaluate the consistency of the proposed project with the City of Oakley's adopted plans and policies as well as compatibility with surrounding land uses, both existing and shown in the conceptual land use map. Raney will review the Oakley General Plan, Zoning Ordinances, and any other appropriate documents to address consistency issues. The chapter will identify land use impacts and note any inconsistencies or incompatibilities with adopted plans and policies created by the approval of the proposed project.

j) Noise

The Noise chapter of the EIR will be based on a technical report to be prepared by Saxelby Acoustics (Saxelby), under contract with Raney (please see *Appendix C* for a complete scope of work). Saxelby will utilize the Federal Highway Administration Traffic Noise Prediction Model to quantify existing noise levels due to nearby transportation noise sources. Direct inputs from the traffic model will include traffic data, existing speed limits, truck count information, and 24-hour traffic split data to be collected by Saxelby. Saxelby will conduct a noise survey within the project site to quantify existing background noise levels. The survey will consist of short-term noise level measurements and continuous noise level measurements for a period of 24-hours.

Saxelby will evaluate increased traffic noise levels at existing sensitive receptors in the project vicinity using traffic volumes and truck trips from the TIA to be prepared by Fehr & Peers. Saxelby anticipates providing traffic noise levels for Existing, Existing Plus Project, Cumulative, and Cumulative Plus Project scenarios, as well as any additional scenarios that might be included in the TIA. Saxelby will provide an analysis of noise levels associated with the proposed project at the nearest noise-sensitive residential uses, including an evaluation of the proposed loading docks, on-site truck circulation, parking lots, and any proposed mechanical equipment. In addition, Saxelby will conduct an analysis of the noise and vibration impacts associated with construction of the project at existing sensitive receptors in the project vicinity. It is expected that this analysis will follow the assumptions used in the project AQ/GHG analysis.

Saxelby will provide a noise report which details their findings, methodology, and noise reduction measures (if required). The report will be prepared to meet the requirements of the City of Oakley and CEQA. Raney will internally review the noise report for accuracy and adequacy in meeting the requirements of CEQA, and incorporate the results of the analysis into the Noise chapter of the EIR.

k) Public Services and Utilities

The Public Services portion of this chapter will evaluate whether the project could increase demands upon local service providers (e.g., fire, police, schools) such that physical improvements would be required to their existing facilities, or new facilities would be required, the construction of which could cause physical impacts to the

environment. Raney will contact local service providers to solicit input regarding their ability to adequately service the anticipated demands resulting from the proposed development. Raney will also request that the applicant provide any "will serve" letters that they have obtained for the project from service providers.

The Utilities portion of the chapter will evaluate the project's increase in water supply demand and wastewater generation, and whether the existing water and sewer infrastructure systems can accommodate the demands from the project, or whether upgrades to the systems would be required. The Utilities portion will also estimate the amount of solid waste generated by the project and the receiving landfill's capacity to accommodate the increase in solid waste. Other utility systems that would be considered in this chapter include electricity and natural gas.

l) Transportation

Since July 1, 2020, the metric of analysis to determine whether a project's transportation impact(s) would be significant under CEQA is vehicle miles travelled (VMT). According to CEQA Guidelines Section 15064.3, VMT is the most appropriate measure of transportation impacts. VMT refers to the amount and distance of automobile travel attributable to a project. While lead agencies must evaluate a project's transportation impacts using VMT for CEQA review purposes, it is anticipated that most lead agencies will continue to evaluate level of service (LOS) given that these agencies have adopted LOS standards in their General Plan.

The Transportation chapter of the EIR will be based on the TIA to be prepared by Fehr & Peers, under contract with Raney, (please see *Appendix D* for a complete scope of work). Fehr & Peers' TIA will evaluate both VMT and LOS, where the VMT analysis will be used for CEQA review purposes, and the LOS analysis will be used to determine the project's consistency with the City of Oakley's adopted LOS standards. It should be noted that Fehr & Peer's will schedule a preliminary meeting with City of Oakley engineering staff to discuss the presented scope of work, obtain comments, and adjust the approach as necessary.

Vehicle Miles Traveled

Consistent with SB 743, Fehr & Peers will perform a VMT assessment using the guidance published by the Contra Costa Transportation Authority (CCTA), as the City of Oakley has not yet adopted VMT thresholds. Fehr & Peers will obtain Streetlight Data for similar local warehouses in the area to understand truck and automobile trip lengths and travel patterns, including origin and destinations for trip originating or terminating at the project site and will help inform project trip distribution and VMT calculations. Using the assembled data, Fehr & Peers will generate off-model trip generation and trip length calculations for the proposed project. The data will then be used to prepare calculations for both passenger vehicle and commercial vehicle VMT. Fehr & Peers will coordinate with City staff to develop an appropriate significance threshold for the project based on currently published guidance and available information.

Level of Service
It should be noted that the LOS analysis is not a requirement of CEQA; however, Fehr & Peers will be conducting the analysis to satisfy the requirements of the City of Oakley's adopted LOS standards.

Fehr & Peers will collect new weekday morning (7:00 AM to 9:00 AM) and evening (4:00 PM to 6:00 PM) peak period intersection turning movement counts at the following intersections:

1. State Route (SR) 160 SB Ramps and Wilbur Avenue;
2. SR 160 NB Ramps and Wilbur Avenue;
3. Bridgehead Road and Wilbur Avenue;
4. SR 160 SB Ramps and E. 18th Street;
5. SR 160 NB Ramps and Main Street;
6. Neroly Road/Bridgehead Road and Main Street;
7. Live Oak Avenue and Main Street;
8. Big Break Road and Main Street;
9. Empire Avenue and Main Street;
10. Laurel Road and Live Oak Avenue;
11. Laurel Road and Empire Avenue;
12. Oakley Road and Empire Avenue;
13. Big Break Road and Southern Project Driveway; and
14. Big Break Road and Northern Project Driveway.

Based on the data collected, Fehr & Peers will conduct field reconnaissance to verify intersection configurations and traffic control, with traffic signal timings being obtained from City staff. Fehr and Peers will estimate the weekday daily, morning, and evening peak hour vehicle trip generation for the proposed project using appropriate trip generation rates published in the Institute of Transportation Engineers' *Trip Generation Manual (11th Edition)*, data available from the project team, national resources on distribution center trip generation, site traffic counts, and information developed by Fehr & Peers for other California-based facilities. Fehr & Peers will estimate the trip distribution of project traffic under Existing, Near-Term, and Cumulative conditions using sources such as existing counts, origins, and destinations of existing distribution facility trips, the location of complementary land uses, and information from the CCTA travel demand model.

Peak-hour intersection operations will be evaluated for the following scenarios using the *Highway Capacity Manual 6th Edition* method for vehicles:

- Existing – Existing conditions based on traffic counts at the study locations;
- Existing Plus Project – Existing traffic counts plus traffic expected to be generated by the project;
- Near-Term – Existing traffic counts plus traffic from approved projects expected to be developed in the next 5 to 10 years. We will confirm with City of Oakley staff the level of anticipated development and transportation

improvements in the study area to consider in the analysis of near-term conditions, consistent with their guidelines and Vistro network;

- Near-Term Plus Project – Near-term conditions plus traffic expected to be generated by the project;
- Cumulative – Forecasts for the cumulative scenario will be based on traffic growth trends as described in the City of Oakley General Plan EIR and supplemented by a check of traffic forecasts for the study area in the 2040 Contra Costa Countywide travel demand model. Vehicle trips generated under the project site current zoning would be subtracted from the base forecasts to develop the "no Project" traffic forecasts. Recent forecasts prepared for other projects will also be reviewed. Land uses assumed on the parcels adjacent to the project site will be reviewed with the project team. We will consult with City staff regarding future roadway improvements, that should be included in the cumulative forecasts; and
- Cumulative Plus Project – Cumulative forecasts plus traffic expected to be generated by the project.

Fehr & Peers will conduct all LOS calculations using the latest edition of the Synchro analysis software, per city requirements. For study locations that exceed the City's LOS standard, improvement measures will be identified. Fehr & Peers will utilize the most recent edition of the Peak Hour Traffic Volume Signal Warrant from the California Manual on Uniform Traffic Control Devices (CA MUTCD) to evaluate all unsignalized study intersections and determine if signal warrants are met under each scenario. In addition to the study intersections previously mentioned, the intersection analysis will evaluate the conditions at the two proposed new driveways on Bridgehead Road and the three proposed new driveways on Main Street.

Fehr & Peers will also evaluate the levels of bus, bicycle, and pedestrian activity forecast to be generated by the proposed project, and the potential impacts of that demand on the area circulation networks. The effects of the project, if any, on local County Connection routes will be assessed based on the most recent available headway and ridership information. The proposed internal and existing surrounding pedestrian and bicycle networks will be reviewed for safety (compliance with design standards) and adequacy to serve projected levels of travel activity.

Fehr & Peers will conduct a site access, circulation, and parking assessment to ensure safe and efficient circulation of vehicles, bicycles, and pedestrians around the project site and on the roadways adjacent to the project site. The site plan will be reviewed for:

- Site access and interface with roadway network, including traffic control recommendations;
- Emergency vehicle access and circulation;
- Vehicular circulation, intersection traffic control, and roadway sizing within the site, including turn pocket lengths;
- Bus access adjacent to the site and circulation within the site; and

- Parking adequacy compared to City Code and national demand statistics.

As part of this task, Fehr & Peers will review the project's consistency with transportation related goals from the City of Oakley General Plan and identify any conflicts, if necessary.

Task 5.3 Effects Not Found to be Significant

This chapter will include abbreviated discussions of impacts determined not to be significant and warranting detailed analysis in the EIR, some of which are preliminarily anticipated to be related to mineral resources, population and housing, recreation, and wildfire.

Task 5.4 Statutorily Required Sections

The Statutorily Required Sections chapter of the EIR will summarize significant and unavoidable, significant irreversible, and growth-inducing impacts, to the extent that such impacts are identified in the EIR analysis. The chapter will also summarize the cumulative impact analyses, which will be provided in each technical chapter of the EIR.

Task 5.5 Alternatives to the Proposed Project

The EIR will include an alternatives analysis in compliance with CEQA Guidelines Section 15126.6. The Alternatives chapter will evaluate, at a minimum, three alternatives, including a No Project Alternative, as required by CEQA. Alternatives will be selected when more information related to project impacts is available in order for the alternatives to be designed to reduce significant project impacts. Alternatives shall be developed in consultation with the City staff during preparation of the Administrative Draft EIR to respond to identified significant impacts. The Alternatives chapter will describe the project alternatives and identify the environmentally superior alternative. The alternatives will be analyzed at a level of detail less than that of the proposed project which is permissible under CEQA; however, the analyses will include sufficient detail to allow a meaningful comparison of the impacts. The Alternatives chapter will include a qualitative-level analysis of all impacts for the alternatives and a section for alternatives considered but dismissed. A matrix comparing the impacts of the proposed project to the alternatives will also be included.

Raney will complete the following deliverables:

- Submit one electronic copy of the Administrative Draft EIR to City staff to review for adequacy and accuracy.

Task 6 Prepare Screencheck Draft EIR

The objective of this task is to edit the Administrative Draft EIR, based on the comments received from City's review, to prepare a Screencheck Draft EIR. Raney assumes City comments on the Administrative Draft EIR will be in a consolidated set and will not require additional technical analysis. Raney will provide the Screencheck Draft EIR to the County in track changes format.

Raney will complete the following deliverables:

- Attend conference calls, as needed, with City staff to discuss City comments on the Administrative Draft EIR; and
- Submit one electronic copy of the Screencheck Draft EIR to the City of Oakley.

Task 7 Prepare Public Review Draft EIR

The objective of this task is to edit the Screencheck Draft EIR, based on any additional comments received, and prepare and distribute the Draft EIR for the 45-day public review period in accordance with CEQA requirements. Raney assumes that the revisions from additional comments on the Screencheck Draft EIR will only require editorial or other non-substantive changes. Raney will prepare the Notice of Availability (NOA) of the Draft EIR, and assumes the City of Oakley will publish the NOA in the newspaper, distribute to responsible agencies, and post at the County Clerk's Office. Raney understands the City will electronically submit the NOC, State Clearinghouse Summary Form (Summary Form F), and the Draft EIR to the State Clearinghouse.

Raney will complete the following deliverables:

- Submit one electronic copy of the Draft EIR, one hard copy of the Draft EIR with the appendices on a flashdrive adhered to the back cover, and one hard copy of the appendices to the City of Oakley;
- Prepare the NOA, NOC, and Summary Form F; and
- Coordinate with the City of Oakley to perform the necessary posting, noticing, and distribution of the Draft EIR.

Task 8 Prepare Administrative Final EIR

The objective of this task is to respond to all comments received during the 45-day public review period and compile the comments into an Administrative Final EIR for review by the City of Oakley. Raney assumes these comments will not raise new issues, or that new surveys or technical studies will be required to complete adequate responses. Further, Raney assumes that the amount and nature of responses can be addressed within the hours shown in the proposed "Cost Estimate" spreadsheet included in *Section IV* of this scope of work. For the purposes of this scope of work, Raney's budget for this task would allow Raney to prepare responses to up to 100 individual comments that are substantive in nature. Repetitive comments do not count toward this total. For example, it is not uncommon for the public to submit a large volume of comments on a particular issue/concern. In such a case, Raney will prepare a master response to address the thematic concern; and this effort would only constitute one response. Raney's budget for this task is based upon our experience preparing Administrative Final EIR documents for other similar projects. Should more time or technical analyses be needed to respond to additional comment letters, Raney will initiate discussions immediately with City staff to conduct this extra work. The Final EIR will consist of the following chapters: Introduction; List of Commenters; Responses to Comments; revisions to the Draft EIR text as a result of comments; and Mitigation Monitoring and Reporting Program (see *Task 9*).

Raney will complete the following deliverables:

- Meet with City staff to review all comments received and determine the appropriate written responses to the comments, as outlined in *Task 13 Project Management, Meetings, and Hearings*;
- Prepare responses to up to 100 individual comments on the Public Review Draft EIR; and
- Submit one electronic copy of the Administrative Final EIR.

Task 9 Prepare Mitigation Monitoring and Reporting Program (MMRP)

The objective of this task is to prepare a Mitigation Monitoring and Reporting Program (MMRP) for the City of Oakley to be incorporated into the Final EIR. Raney will prepare an MMRP to comply with Public Resources Code Section 21081.6, which will include, but not be limited to actions identified in the EIR, as well as methods of implementation.

Raney will complete the following deliverables:

- Submit one electronic copy of the draft MMRP to the City of Oakley with the Administrative Final EIR; and
- Submit one electronic copy of the final MMRP to the City of Oakley with the Final EIR.

Task 10 Prepare Screencheck Final EIR

The objective of this task is to revise the Administrative Final EIR in track changes based on City comments received and prepare a Screencheck Final EIR.

Raney will complete the following deliverables:

- Conversations with City staff to discuss City comments and revisions to the Administrative Final EIR; and
- Submit one electronic copy of the Screencheck Final EIR to the City of Oakley (with City edits incorporated).

Task 11 Prepare Final EIR

The objective of this task is to revise the Screencheck Final EIR, based on any additional comments from the City of Oakley, in order to provide a thorough, responsive Final EIR. Raney assumes edits will only require editorial or other non-substantive changes to the Screencheck Final EIR.

Raney will complete the following deliverables:

- Submit one hard copy, with appendices on a flashdrive in the back cover, if applicable, and one electronic copy of the Final EIR to the City of Oakley; and
- Coordinate with the City of Oakley to prepare all required noticing.

Task 12 Prepare Findings of Fact and Statement of Overriding Considerations and Notice of Determination

The objective of this task is to prepare the required Findings of Fact/Statement of Overriding Considerations (FOF/SOC), pursuant to CEQA, that incorporate information regarding the project's environmental impacts disclosed in the EIR, and prepare a Notice of Determination (NOD). Should the project be approved, Raney understands the City will file the NOD at the County Clerk Recorder's Office and post the NOD at the State Clearinghouse. Raney will prepare FOF/SOC pursuant to CEQA Guidelines Section 15091 to provide the appropriate language to dismiss the project alternatives not selected, as well as language on the overriding considerations, if necessary, to describe the benefits of the project that may outweigh any adverse environmental effects. Information from the fiscal impact analysis will also be utilized for this purpose.

Raney will complete the following deliverables:

- Submit one electronic copy of the administrative draft FOF/SOC to City staff for the City Attorney to review;
- Submit one electronic copy of the final FOF/SOC to City staff with the Final EIR with revisions made based upon comments from the City Attorney; and
- Prepare an NOD, should the project be approved.

Task 13 Project Management, Meetings, and Hearings

The objective of this task is to outline the meetings/hearings that Raney plans on attending during the course of the project, and ensure close, extensive coordination and interaction with City staff, the project team, technical sub-consultants, and the public. The Raney project management team, identified in *Task 1 Project Initiation,* will be responsible for coordination with City staff and technical consultants, handling the day-to-day activities of the EIR preparation and responding to staff inquiries about the EIR and process.

Raney will complete the following deliverables:

- Project Management from Senior Vice President, Cindy Gnos, AICP, serving as Project Director, and Vice President/Air Quality Specialist, Rod Stinson, serving as Project Manager;
- Project support from President, Tim Raney, AICP; Vice President, Nick Pappani; and Division Manager/Air Quality Specialist, Angela DaRosa; as well as Associate and Administrative staff;
- Regular phone and e-mail communications with City staff, project stakeholders, and pertinent City, state, and local agencies throughout the process;
- Prepare any necessary materials and/or presentations prior to the meetings, and answer questions and respond to comments as needed;
- Attendance at up to six in-progress meetings with the applicant and/or City staff;
- Facilitate and attend one NOP public scoping meeting to emphasize the review process as well as the intent and requirements of CEQA;
- Attendance at one working meeting with City staff to discuss internal comments on the Administrative Draft EIR;
- Attendance at one meeting with City staff to discuss comments received on the Draft EIR;
- Attendance at up to two public hearings; and
- Additional meetings and hearings can easily be accommodated upon request and would be billed on a time-and-materials basis following Raney's standard billing rates.

III. PROJECT SCHEDULE

The tentative schedule on the following page is based on Raney's experience preparing similar documents. Factors that could lengthen or shorten the schedule include dates of receipt of project information (including information from the applicant), length of document reviews and unanticipated issues arising from City staff, the project team, AB 52 requirements or public review of the environmental documents.

Tentative Schedule Bridgehead Industrial Project EIR		
MILESTONES & CRITICAL PATH	TIMING	ESTIMATED DATE
Notice to Proceed	To Be Determined	March 18, 2024
Project Initiation Meeting	Week of NTP	Week of March 18, 2024
Submit Draft Project Description to the City to Review	Two Weeks	April 1, 2024
Receipt of City Edits on Project Description	One Week	April 8, 2024
Submit Final Project Description to the City	One Week	April 15, 2024
Submit Draft NOP to the City for Review	One Week	April 22, 2024
Receipt of City edits on NOP	One Week	April 29, 2024
Submit Final NOP	Three Days	May 2, 2024
NOP Public Review Period (30 days)	Thirty Days	May 3, 2024 to June 3, 2024
NOP Public Scoping Meeting	To Be Determined *(during review period)*	TBD
Receipt of All Technical Reports	Two Weeks from End of NOP Public Review Period	June 17, 2023
Submit Administrative Draft EIR to City of Oakley for Review	Four Weeks from Receipt of All Technical Reports	July 15, 2024
Receipt of City Comments on Administrative Draft EIR	Three Weeks	August 5, 2024
Submit Screencheck Draft EIR the City of Oakley for Review	Two Weeks	August 19, 2024
Receipt of City Comments on Screencheck Draft EIR	1 ½ Weeks	August 29, 2024
Submit Draft EIR to the City	One Week	September 5, 2024
Public Review Period of Draft EIR (45 Days)	45 Days	September 6, 2024 to October 21, 2024
Submit Administrative Final EIR and FOF/SOC to the City of Oakley for Review	Four Weeks from Close of Draft EIR Comment Period	November 18, 2024
Receipt of City comments on Administrative Final EIR	Two Weeks	December 4, 2024*
Submit Screencheck Final EIR to the City of Oakley for Review	One Week	December 11, 2024
Receipt of City Comments on Screencheck Final EIR	One Week	December 18, 2024
Submit Final EIR and FOF/SOC to City	One Week	January 2, 2025*
Public Review Period of Final EIR (10 Days)	Ten Days	January 3, 2025 to January 13, 2025
Public Hearings	TBD	February 2025

*Extended due to holiday.

IV. Cost Estimate

The cost for completion of the proposed project-level EIR is anticipated not to exceed $389,862. The tasks are summarized in the Technical Scope of Services of this proposal and costs by task are shown in the attached spreadsheet. These costs are based on the estimates of time for each task provided in the chart on the following page. Costs for EIR preparation will be billed on a not-to-exceed basis, following Raney standard billing rates included in the attached spreadsheet. It should be noted, however, as indicated below, that the cost for the preparation of the Final EIR is based upon the receipt of a reasonable number of comments (anticipated not to exceed 100 comments) on the Draft EIR. Should the comments be excessive or require additional technical analysis, Raney would negotiate with the City of Oakley immediately to determine a reasonable cost for completion of the Final EIR.

The following assumptions were used in the calculations:

- Raney will attend meetings with City staff and the project team, as well as public hearings as described in the scope of work. Raney assumes that the number of meetings required will be achieved within the hours allocated in the attached spreadsheet.
- Additional meetings and hearings are easily accommodated and will be billed on a time-and-material basis following Raney's billing rates.
- Raney costs are based on the assumption that the existing data and information for the City of Oakley and the project area is accurate and current and will be available for the preparation of the proposed environmental documents.
- Specific amounts of time for revisions to the Screencheck Draft EIR and Screencheck Final EIR have been assumed. Raney expects that responding to comments will not exceed the budgeted time. If unanticipated comments result in additional time beyond that which has been budgeted, those items will need to be renegotiated.
- Raney will provide the City of Oakley and the project team the number of copies of the documents as indicated in the technical scope of services. The printing budget included in the cost sheet is Raney's best estimate based upon printing other EIRs for similar projects and the electronic copies assumed herein. However, because the size of the EIR that is the subject of this scope is not yet known, it is impossible for Raney to reasonably include a fixed not-to-exceed cost for the printing of this EIR (which may be multiple volumes depending upon not only the size of the technical analysis in the body of the EIR but also the size of the proposed technical reports). Therefore, the City of Oakley will be billed for the actual printing costs, which shall be paid prior to release of the Final EIR.
- Raney assumes that the appendices to the EIR will be submitted on flashdrives attached to the back cover.
- Raney assumes that once a Notice to Proceed is issued, the preparation of the environmental documents would be a continuous process without excessive delays. Raney would propose to renegotiate the contract with respect to schedule and cost should substantial delays occur in the processing of the proposed project.

Factors that would increase the scope of work and estimated costs outlined in the proposal include: attendance at additional meetings or hearings; printing of additional copies of reports out of the scope of work; analysis of additional issues beyond those discussed in this proposal, or a more detailed level of analysis than described in this proposal; changes in the project requiring reanalysis

or rewriting of report sections; collection of data required for the environmental documents beyond that described in this proposal; attendance at additional in-house meetings beyond those budgeted; and excessive comments on the environmental documents. Raney would propose to renegotiate these items, if required, or charge on a time-and-materials basis.

PROPOSED COST ESTIMATE

Bridgehead Industrial Project EIR

		Project Director	Project Manager	Division Manager	Air Quality Specialist	Air Quality Technician	Associate	Cost Per Task
Task 1	Project Initiation	4	8					$ 2,420
Task 2	Agency Consultation (Including Preparation of AB 52 Letters)		4				10	$ 2,130
Task 3	Project Description	2	6	7			24	$ 6,065
Task 4	Prepare NOP	2	4	4			12	$ 3,530
Task 5	Prepare Administrative Draft EIR	6	10	12			20	$ 8,040
	Technical Sections							
Task 5.1	Introduction, Executive Summary, and PD	2	4	4			10	$ 3,260
Task 5.2	Environmental Setting, Impacts, Mitigation Measures							
a	Agriculture Resources	2	5	6			32	$ 6,775
b	Aesthetics	2	6	6			34	$ 7,240
c.1	Air Quality & GHG Emissions	2	5	6			32	$ 6,775
c.2	*AQ/GHG Technical Analysis*				15	25		$ 6,500
c.3	*Health Risk Assessment*				20	35		$ 8,925
d	Biological Resources	3	7	6			36	$ 7,920
e	Cultural and Tribal Cultural Resources	2	5	6			30	$ 6,505
f	Geology and Soils	2	5	6			32	$ 6,775
g	Hazards and Hazardous Materials	2	5	6			32	$ 6,775
h	Hydrology and Water Quality	2	6	6			34	$ 7,240
i	Land Use and Planning	2	5	6			32	$ 6,775
j	Noise	2	6	7			32	$ 7,145
k	Public Services and Utilities	2	5	6			34	$ 7,045
l	Transportation	3	7	6			36	$ 7,920
	Other Sections							
Task 5.3	Effects Not Found to Be Significant	1	4	8			18	$ 4,825
Task 5.4	Statutorily Required Sections	1	4	4			16	$ 3,855
Task 5.5	Alternatives	2	5	6			30	$ 6,505
Task 6	Prepare Screencheck Draft EIR	2	5	8			30	$ 6,855
Task 7	Prepare Public Review Draft EIR		4	6			16	$ 3,990
Task 8	Prepare Administrative Final EIR	6	12	18			52	$ 13,800
Task 9	Prepare MMRP	1	3	2			8	$ 2,230
Task 10	Prepare Screencheck Final EIR	2	6	6			18	$ 5,080
Task 11	Prepare Final EIR		2	3			10	$ 2,265
Task 12	Prepare FOF/SOC and NOD	2	4	4			20	$ 4,610
Task 13	Project Management, Meetings, and Hearings	30	100	20				$ 29,450
	Total Hours	89	252	185	35	60	690	
	Hourly Rate	$ 215	$ 195	$ 175	$ 175	$ 155	$ 135	
	Total EIR Labor	$ 19,135	$ 49,140	$ 32,375	$ 6,125	$ 9,300	$ 93,150	$ 209,225
Subconsultants and Expenses								$ 180,637
	Copying/Printing*						$ 1,150	
	Subconsultant: Monk and Associates						$ 21,885	
	Subconsultant: Tom Origer and Associates						$ 9,525	
	Subconsultant: Saxelby Acoustics						$ 11,010	
	Subconsultant: Fehr & Peers						$ 124,465	
	7.5% Administrative Fee						$ 12,603	
Total Budget								**$ 389,862**

** Estimate only, To Be Billed at Cost*

APPENDIX A: MONK & ASSOCIATES SCOPE OF WORK

August 1, 2023

Raney Planning and Management
1501 Sports Drive, Suite A
Sacramento, California 95834

Attention: Ms. Malena Garcia

RE: Revised Cost Proposal to Prepare a California Environmental Quality Act Biology Section and the Permit Application for Coverage Under the East Contra Costa County Habitat Conservation Plan and Natural Community Conservation Plan Bridgehead Logistics Center, Oakley, California
APN: 037-020-007 (87.2 Acres)

Dear Ms. Garcia:

Monk & Associates, Inc. (M&A) is pleased to present this proposal to prepare a biological resources section (report) for the Bridgehead Logistics Center project located in the City of Oakley that can be used for your submittal to the Lead CEQA Agency, the City of Oakley for inclusion in their CEQA review document. M&A will prepare a Biological Resources Analysis report that can be used for any level of CEQA review from an Initial Study to preparation of an Environmental Impact Report (EIR) for the above referenced project. M&A's report would also include mitigation measures that would reduce potentially significant and significant impacts to levels regarded as less than significant to the extent practicable.

As the Bridgehead Logistics Center project is within the East Contra Costa County Habitat Conservation Plan/Natural Community Conservation Plan (HCP/NCCP) jurisdictional area, M&A will also prepare a Planning Survey Report (PSR) which will be submitted to the East Contra Costa County Habitat Conservancy (Conservancy) that will allow the project to receive incidental take coverage under the HCP/NCCP.

Please note that all work performed under this agreement will be on a time and materials basis not to exceed the proposed budget without express written permission from the client. Below, M&A presents the tasks and costs for preparation of the CEQA Biological Resources Analysis report and the PSR
.

SCOPE OF SERVICES

Task 1. CEQA Biology Section

M&A's report would present the current site conditions, plant communities, and wildlife habitats. The report would also present any potential project impacts to special-status species and habitats, the regulatory considerations of potential impacts, and will present any necessary mitigation measures that could be implemented to offset any potentially significant impacts to a level considered "less-than-significant" pursuant to CEQA. M&A's report would also discuss

environmental regulatory agency jurisdictions and any permitting requirements that would be pertinent to a development proposal for the project site.

M&A's CEQA Biological Resources Analysis Report will discuss the following resource agencies and any regulatory requirements or the absence of regulatory requirements for the proposed project as required by: 1) California Department of Fish and Wildlife (CDFW); 2) U.S. Fish and Wildlife Service (USFWS); 3) U.S. Army Corps of Engineers (Corps); and, 4) the California Regional Water Quality Control Board (RWQCB).

M&A's Biological Resources Analysis will include:

- Preparation of plant community descriptions and wildlife habitats present within the project site (necessary to address impacts to special-status species known from the area).

- Evaluation of sensitive biological resources that could be present or that the resource agencies would regard as present on the project site. M&A will evaluate the presence of special-status species including plants and animals so designated by the USFWS, CDFW, and other resource organizations including the California Native Plant Society.

- Biological resources also include discussion of "waters of the United States" as regulated by the Corps, and "waters of the State" as regulated by the RWQCB and the CDFW.

- Review of any local ordinances that are pertinent to a City/County review of any proposed project, including General Plan Policies and other ordinances.

- Review of pertinent regulatory requirements from other regulatory agencies. M&A will examine Fish & Game Code administered by the CDFW, and regulations administered by the Corps, RWQCB, and USFWS.

Task 1A. Background Research

M&A would review the CDFW's most current version of the Natural Diversity Data Base (RareFind 5 application) for records of special-status plant and animal species known from the project site and within 3 miles of the project site. Similarly, the California Native Plant Society's (CNPS) electronic update of the *Inventory of Rare and Endangered Vascular Plants of California* (Fifth Edition) would be checked for information concerning the potential occurrence of special-status plant species in the area of the project site.

Project Biologist II	2 hours @ $147/hr.	$ 294.00
Staff Biologist	4 hours @ $116/hr.	$ 464.00
California Natural Diversity Data Base Search Fees		$ 50.00
Subtotal Cost of Task 1A:		**$ 808.00**

Task 1B. Perform a Site Visit to Characterize Vegetation Communities and Animals Observed or Expected to Occur on the Project Site

It will be necessary to have a wetland specialist/botanist and a wildlife biologist conduct a cursory site survey to confirm current project site plant communities and wildlife habitats. During the project site visit, a list of all plants and animals observed or expected to occur on the project site will be prepared. Habitats potentially supporting special-status plant or animal species on the project site, or within a zone of influence around the project site, will be recorded.

Principal Biologist	8 hours @ $210/hr.	$ 1,680.00
Project Biologist II	8 hours @ $147/hr.	$ 1,176.00
Mileage	60 miles @ $0.655/mile	$ 39.30
GPS Rental		$ 50.00
Subtotal Cost of Task 1B:		**$ 2,945.30**

Task 1C. Prepare Biological Resources Analysis Report

Task 1C-a. Plants, Animals, and Waters of the State/United States

A characterization of the project site will be prepared that includes a discussion of the project site's plant communities and wildlife habitats. Lists of all plant and animal species observed or expected to occur on the site will be prepared. Finally, "waters of the United States" subject to regulation by the Corps or RWQCB, will be discussed.

Project Biologist II	4 hours @ $147/hr.	$ 588.00
Principal Biologist	4 hours @ $210/hr.	$ 840.00
Subtotal Cost of Task 1C-a:		**$ 1,428.00**

Task 1C-b. Report Preparation – Evaluation of Potential Special-Status Species and Sensitive Habitats

From M&A's literature review and site survey, the potential presence of special-status plant and animal species and/or their habitats on the project site will be evaluated and discussed. This task also includes the hours necessary to prepare a table that addresses known special-status species

from resource agency data bases and/or that are otherwise known from the region of the project site.

Project Biologist II	4 hours @ $147/hr.	$ 588.00
Principal Biologist	4 hours @ $210/hr.	$ 840.00

Subtotal Cost of Task 1C-b:	**$ 1,428.00**

Task 1C-c. Discussion of Regulatory Considerations for Project-Related Impacts to Special-Status Plant and Animal Species and Waters of the U.S.

Principal Biologist	8 hours @ $210/hr.	$ 1,680.00
Project Biologist II	8 hours @ $147/hr.	$ 1,176.00

Subtotal Cost of Task 1C-c:	**$ 2,856.00**

Task 1C-d. Mitigation Measures for Project Related Impacts

If necessary, mitigation measures will be developed that reduce potentially significant biological impacts to a level considered less than significant pursuant to CEQA, or to the greatest extent practicable.

Principal Biologist	8 hours @ $210/hr.	$ 1,680.00
Project Biologist II	8 hours @ $147/hr.	$ 1,176.00

Subtotal Cost of Task 1C-d:	**$ 2,856.00**

Subtotal Cost of Task 1C:	**$ 8,568.00**

Task 1D. Prepare Graphics.

M&A will prepare suitable graphics for inclusion in our report (for example, site location maps, a vegetation/wildlife habitat map, a data base records graphic).

Graphics	4 hours @$141/hr.	$ 564.00
Report Materials Costs, Photocopying		$ 25.00

Subtotal Task 1D:	**$ 589.00**

Subtotal Cost of Task 1:	**$12,910.30**

Task 2: Prepare Planning Survey Report for the Project's Coverage Under the HCP/NCCP

M&A will prepare a Planning Survey Report (PSR) application for the East Contra Costa County Habitat Conservancy for the project's coverage under the Habitat Conservation Plan and Natural Communities Conservation Plan (HCP/NCCP). Use of the HCP/NCCP is granted through a fee payment to the HCP/NCCP participating entity; the City of Oakley is a participating City in the HCP/NCCP. The HCP/NCCP provides "incidental take" coverage and provides the required mitigation for potential project-related impacts to most (there are rare exceptions) regionally known special-status plant and animal species (known as "covered species" under the HCP/NCCP). This includes most species listed under the California and Federal Endangered Species Acts, and species with lower regulatory status that typically generate mitigation requirements for applicants undertaking development projects. The HCP/NCCP application would be submitted to the City of Oakley for approval as they are a participating City in the HCP/NCCP. That said, M&A routinely submits a draft application package to the East Contra Costa County Conservancy (Conservancy), the HCP/NCCP administrating agency, during permit preparation as they always have many requested changes to the application package. Thus, by the time we submit the application to the City of Oakley all the details are agreed upon by the HCP/NCCP administrator, saving time and middle-person labor. The time budgeted in this task allows for the preparation of a draft submittal that will be submitted to the Conservancy and the City of Oakley, and for subsequent modifications that are typically requested by the Conservancy at the draft submittal stage.

Principal Biologist	4 hours @ $210/hr.	$ 840.00
Project Biologist II	32 hours @ $147/hr.	$ 4,704.00
Staff Biologist	8 hours @ $116/hr.	$ 928.00
Graphics	4 hours @ $141/hr.	$ 564.00
Office Manager	2 hours @ $110/hr.	$ 220.00
Report Materials Costs, Photocopying		$ 50.00
Subtotal Cost of Task 2:		**$ 7,106.00**

Task 3. Project Management

Project management tasks include report and graphics preparation oversight, and telephone calls with the project civil engineer, client and/or its contractors. Administrative tasks include contracting, billing, and budget tracking. This task does not include additional meetings or Zoom calls.

Principal Biologist	4 hours @ $210/hr.	$ 840.00
Project Biologist II	4 hours @ $147/hr.	$ 588.00
Office Manager	4 hours @ $110/hr.	$ 440.00

Subtotal Costs Task 3:	**$ 1,868.00**

Total Proposed Costs:	**$21,884.30**

CONDITIONS

- It should be noted that 1.26 acres of the project site are outside of the HCP area. As such any impacts to special-status species may require a California Department of Fish and Wildlife (CDFW) Incidental Take permit and/or U.S. Fish and Wildlife Service Biological Opinion. This cost proposal does not include the tasks to prepare the CDFW Incidental Take permit application or the USFWS Section 7 or 10 permit applications.

THE FOLLOWING TASKS ARE BEYOND THIS SCOPE OF WORK

- M&A is not proposing to conduct any focused surveys for special-status plant or animal species. If necessary, M&A would discuss with Client and could prepare a Task proposal thereafter. Note that even with use of the HCP, rare plant surveys can be required as part of the application process.

- If necessary, in the future, M&A could prepare any required permit applications if the project would impact waters of the U.S./State. Fortunately, the HCP makes obtaining a Corps permit a bit easier than in the absence of the HCP.

- M&A has not proposed to acquire any environmental permit(s) within this proposal. M&A, however, does have the capability of assisting with acquisition of applicable environmental permits including permits and/or authorizations issued by the U.S. Army Corps of Engineers (Corps), U.S. Fish and Wildlife Service, California Regional Water Quality Control Board, and/or California Department of Fish and Wildlife. M&A will be happy to prepare a separate proposal at a later date that will detail tasks and costs of assisting with preparation of any necessary environmental permit applications.

- M&A has not proposed to prepare a formal delineation of waters of the U.S. and State (which include wetlands), although our report would state whether potential jurisdictional areas occur on the site. It should be noted that only the Corps can determine the extent of its jurisdiction, but that wetland consultants typically prepare a preliminary jurisdictional map of the project site for the Corps. Should M&A see a need to prepare such a map (and delineation report for the Corps) we will notify you of the necessity of completing such work. This work would require a budget revision.

- M&A cannot warrant that use of the East Contra Costa County Habitat Conservation Plan will be granted by the Conservancy, only that we will endeavor to obtain coverage under the HCP/NCCP for the proposed project. The likelihood of obtaining coverage under the HCP, provided the project is within the mapped area of coverage of the HCP, is very high.

- Please note that sometimes applications get particular attention by a project manager at the Conservancy requiring additional investigations or modifications/analyses for the PSR. M&A is only proposing to prepare a straight forward PSR, the way we see the issues now. We prepare PSRs routinely and know from experience that some require extensive review, while others go straight through. We would hope your PSR application goes straight through. That said, if the PSR gets worked over and requires more than simple revisions, we may have to amend this proposal to cover any additional services that are required. We truly hope this will not be the case.

- Any unscheduled meetings would require a budget revision.

CAVEATS

- M&A requires authorization to be on the site. Your signature on this proposal constitutes written permission that M&A can be on the site. This contract agreement is a conveyed permission for M&A and any necessary personnel to access the project site with M&A. If there are special entrance instructions, please be sure to let M&A know right away.

- If the execution of the proposed work takes longer than one year from acceptance of this proposal, owing to no fault of M&A (for example this happens when project plans are not far enough along etc. and the job has long delays in starting), M&A reserves the right to adjust our billing rates to be consistent with our normal schedule of charges in the year work actually commences.

- The costs presented herein are a guideline. All task costs will be averaged over the total budget to account for the complete products proposed herein. If selected tasks are approved and others not approved, M&A will have to revise individual task costs.

- Any unspecified new work that develops or becomes necessary will be charged for on a T&M basis in accordance with the attached Schedule of Charges.

- This proposal is good for 60 days.

All work performed under this agreement will be on a time and materials basis in accordance to costs proposed herein. Task that are not completed or only partially completed will only be billed in accordance with actual work completed and/or material expenditures as required for the portion of work completed. You may terminate any and all work at any time, allowing M&A 48 hours of time to formally close the books on the job and process final billing. No unauthorized work would be completed without a formal request and approval from you.

M&A appreciates the opportunity to be able to assist you with this project. Please call Ms. Sarah Lynch at (925) 947-4867 ext. 203 should you wish to discuss any aspect of the proposal.

Sincerely,



Christopher Milliken
Office Manager

I/We agree to the terms of this Cost Proposal. I/We also permit work to proceed in accordance with this Cost Proposal. I/We agree to pay Monk & Associates, Inc., to perform the tasks proposed herein. Payment will be made to M&A Net 30 days from the invoice date(s).

_____
Duly Authorized Approval Signature

_____
Name (Please Print)

_____ _____
Title Date

SCHEDULE OF CHARGES
Attachment B
August 2023

Hourly Rates

Principal Biologist	Field Work/Permitting/Agency Negotiations	$210/hour
Principal Biologist	Testimony/Public Hearings/Affidavits	$350/hour in 4-hour increments.
Senior Associate Biologist	Field/Office Work	$205/hour
Associate Biologist	Field/Office Work	$180/hour
Senior Botanist	Field/Office Work	$163/hour
Senior Biologist	Field/Office Work	$163/hour
Project Botanist	Field/Office Work	$147/hour
Project Biologist II	Field/Office Work	$147/hour
Project Biologist I	Field/Office Work	$141/hour
Staff Biologist	Field/Office Work	$116/hour
Office Manager		$110/hour
Graphics		$141/hour
Sub-contracting Biologists	Field Work	$116 to $210/hour

- Any Biological Construction Monitoring performed on weekends will be billed at 1.5 times the hourly rate.

Other Expenses (Flat Rates)

Any invoices submitted through 3rd Party Online Portal: $100 plus portal service fee + 15% would require a budget amendment or change order.

Any weekly Zoom calls, Microsoft Teams calls, or conference calls would require a budget amendment or change order.

Per Diem: $250/day/per person (major metropolitan/Rural areas may be adjusted to hotel rate plus $60/day)

Vehicles: Passenger vehicle: $0.655/mile

Oversize Maps $2.00/square foot.

Color Photographs (laser printed, $2.00 per page).

Air fares: Cost plus 10 percent

Materials/Supplies/Permit & Fees Payments : Cost plus 15 percent

Equipment Rentals: GPS (sub-meter accuracy) $50/day. Surveillance Cameras $15/day each; rodent traps 0.20/day each; Burrowing owl eviction doors at $5.00/day each; medium- size mammal traps $5.00/day each. Spotlight charged at $3.00/day. Other equipment priced on a job basis by approved proposal.

APPENDIX B: TOM ORGIER & ASSOCIATES SCOPE OF WORK

August 1, 2023

Malena Garcia
Raney Planning and Management, Inc.
1501 Sports Drive, Suite A
Sacramento, CA 95834

RE: Proposal to conduct a Cultural Resources Study for the Bridgehead – Big Break Road Project, Oakley, Contra Costa County

Dear Ms. Garcia:

I write to provide you with a proposal to complete a cultural resources study for the Bridgehead – Big Break Road Project, Oakley, Contra Costa County. Our proposed scope of services is designed to meet the requirements of the California Environmental Quality Act and those of the City of Oakley, and includes the following:

- Archival research at the Northwest Information Center, and the offices of Tom Origer & Associates.
- Contact with the Native American Heritage Commission and local Native American tribes and individuals. This notification does not constitute formal consultation.
- Field study of the ~160-acre project site. Preliminary documentation on DPR 523 forms will be completed if cultural resources are found.
- Preparation of a written report of findings that summarizes the preceding tasks and offers recommendations for the treatment of cultural resources.

The cost for the above scope is $9,525.00, which allows for the documentation of three cultural resources. If additional cultural resources are found, the cost to document them is approximately $560.00 per resource. However, if no cultural resources are found then the final cost of the invoice will be less.

The above cost assumes that our report will be submitted to the City of Oakley for review. If any additional agencies review our report and require changes, additional costs may be incurred. This proposal will remain in effect for 45 days. No formal evaluation of resources is proposed under this scope of work. We estimate that all work can be completed within 30 business days of receipt of authorization to proceed. We anticipate that you will arrange access to the project area.

Please contact us if you have questions.

Sincerely,

Eileen Barrow

Eileen Barrow
Senior Associate

APPENDIX C: SAXELBY ACOUSTICS SCOPE OF WORK



August 2, 2023

Malena Garcia
Raney Planning & Management
1501 Sports Drive
Sacramento, California 95834
mgarcia@raneymanagement.com

Subject: **Proposal to Prepare an CEQA Noise/Vibration Analysis for the Bridgehead Logistics Center EIR – City of Oakley, California**

Dear Ms. Garcia:

Based upon the information you provided, Saxelby Acoustics is pleased to provide the following scope of services for the above-referenced project located in the City of Oakley, California. It is our understanding that the project includes approximately 1.6 million sf of office and warehouse buildings on the north 87.6-acre parcel and an additional 1.4 million sf of warehouse on the south 72.8-acre site. We propose to provide the following scope to prepare a noise and vibration study for use in the project EIR.

Scope of Work:

Task 1 – CEQA Noise and Vibration Study

1A. Existing Noise Environment:

- **Transportation Noise:** Existing noise levels due to nearby transportation noise sources will be quantified. Saxelby Acoustics uses the Federal Highway Administration (FHWA) traffic noise prediction model for the prediction of traffic noise levels. Direct inputs to the traffic model will include traffic data provided by the project traffic engineer, existing posted speed limits, truck count information, and 24-hour traffic split data collected by Saxelby Acoustics.
- **Community Noise Survey:** Saxelby Acoustics will conduct a noise survey within the project site to quantify existing background noise levels. The noise survey will consist of short-term noise level measurements and continuous noise level measurements for a minimum period of 24-hours.

1B. Analysis of Traffic Noise Environment:

Saxelby Acoustics will evaluate increased traffic noise levels at existing sensitive receptors in the project vicinity. This task will be performed using traffic volumes and truck trips to be provided by the traffic engineer. We anticipate providing traffic noise levels for existing, existing plus project, cumulative, and cumulative plus project scenarios. However, should additional scenarios be included in the traffic study, we will also evaluate those scenarios.

1C. Analysis of Stationary Noise Environment:

Saxelby Acoustics will provide an analysis of noise levels associated with the proposed project at the nearest noise-sensitive residential uses. It is expected that this would include evaluation of the proposed loading docks, on-site truck circulation, parking lots, and any proposed mechanical equipment. We will also conduct an analysis of the noise and vibration impacts associated with construction of the project at existing sensitive receptors in the project vicinity. It is expected that this analysis will follow the assumptions used in the project air quality analysis.

1D. Report Preparation:

Saxelby Acoustics will provide a draft report which details our findings, methodology, and noise reduction measures (if required). The report will be prepared to meet the requirements of the City of Oakley and CEQA. Saxelby Acoustics will provide the technical noise study in a generic technical format, or a RPM specific format if preferred.

1E. Response to Comments:

Saxelby Acoustics will respond to comments on the draft technical report. After comments are received, a final report will be provided.

Fee:

Saxelby Acoustics will conduct the above-described scope of work for a total fee of $11,009.60, including expenses, as outlined below.

Saxelby Acoustics Fee Proposal – Bridgehead Logistics Center

Task	Description	Quantity	Rate	Fee
	Task 1 – CEQA Noise and Vibration Study			
1A	**Existing Noise Environment**			
	Technical Staff	16 hrs.	$ 150 /hr.	$2,400
	Mileage	320 miles	$ 0.655 /mile	$209.60
1B	**Analysis of Traffic Noise on Existing Uses**			
	Principal Consultant	4 hrs.	$ 200 /hr.	$800
	Technical Staff	8 hrs.	$ 150 /hr.	$1,200
1C	**Analysis of Stationary Noise Environment**			
	Principal Consultant	4 hrs.	$ 200 /hr.	$800
	Technical Staff	16 hrs.	$ 150 /hr.	$2,400
1D	**Report Preparation**			
	Principal Consultant	4 hrs.	$ 200 /hr.	$800
	Technical Staff	8 hrs.	$ 150 /hr.	$1,200
	Administration	4 hrs.	$ 100 /hr.	$400
1E	**Response to Comments**			
	Principal Consultant	4 hrs.	$ 200 /hr.	$800
			Total for Task 1:	**$11,009.60**

Attendance at additional meetings or performance of additional work which is outside of this proposal will be invoiced based upon hourly rates and expenses, as outlined in the attached fee schedule.

Timing:

We will commit to meeting deadlines as required to keep the project schedule. We request two weeks to provide a completed study after receipt of traffic volumes from the traffic engineer.

Saxelby Acoustics maintains automobile, general, workers compensation, and professional liability insurance policies as outlined on the attached fee schedule.

Thank you again for inviting our proposal, and please call or email me if you have any questions.

Sincerely,

Saxelby Acoustics LLC



Luke Saxelby, INCE Bd. Cert.
Principal Consultant
Board Certified, Institute of Noise Control Engineering

Saxelby Acoustics 2023 Fee Schedule and Consulting Terms

Item	Rate
Principal Consultant *Regular Rate* *Legal Rate (Inspections, depositions, court testimony, expert witness conference, etc.)*	 $200/hr. $500/hr.
Technical Staff	$150/hr.
Administrative Staff	$100/hr.
Mileage Rate	IRS Rate ($0.655/mile)
Meals and Lodging	$250/day
Sound Level Meter *Basic (daily)* *Basic (weekly)* *Advanced (daily)* *Advanced (weekly)* *Very Low Noise (daily)* *Very Low Noise (weekly)*	 $100/day $400/week $150/day $600/week $200/day $800/week
Sound Meter – Advanced Outdoor Setup Very low noise, wind measurement, audio recording, solar panels, environmental protection shroud, etc.	$1,000/week
IIC Tapping Machine	$500/day $2000/week
Sound System for Acoustic Testing	$200/day $800/week
Vibration Sensor with Calibrator	$200/day $800/week

Insurance Coverage
Saxelby Acoustics LLC maintains the following insurance limits:

- Commercial General Liability – $2,000,000 per occurrence / $4,000,000 aggregate
- Auto Liability – $1,000,000
- Umbrella Liability – $3,000,000 per occurrence / $3,000,000 aggregate
- Worker's Compensation – Per Statute
- Professional Liability - $1,000,000

Certificates of insurance to our clients can be issued for no additional fee.

Request for Retainers
For new clients, a retainer of up to 50% of the contract is required prior to beginning work on the project. Payment for the balance of the study will be required prior to issuance of signed/stamped report.

Invoicing and Terms of Payment
Saxelby Acoustics reserves the right to submit monthly invoices for services and expenses which have been incurred when the project duration is expected to exceed 30 days. Payment for professional services is due within 30 days of the invoice date, and past due thereafter. Past due invoices will incur interest at the rate of 2% per month on the balance due, unless otherwise agreed upon. We will accept bank transfer (ACH) and credit card payments for no additional fee. Cash payments are not accepted.

APPENDIX D: FEHR & PEERS SCOPE OF WORK

FEHR PEERS

August 8, 2023

Malena Garcia
Marketing Assistant
Raney Planning and Management
1501 Sports Drive, Suite A
Sacramento, CA 95834

Subject: Proposal – CEQA Transportation Study – Project Bridgehead/Oakley

Dear Malena:

Fehr & Peers is pleased to submit this proposal to prepare a Transportation Impact Assessment as part of California Environmental Quality Act (CEQA) review for the proposed Project Bridgehead development in Oakley, California. We understand that the project contemplates a substantial warehousing and distribution facility of approximately 3.0 million square feet on a site located north of Main Street between Big Break Road and Bridgehead Road. Access to the site would be provided by Big Break Road, Bridgehead Road, and Main Street. Regional access is primarily available via full movement interchanges with State Route 160 at Main Street and Wilbur Avenue.

The following scope of work outlines tasks to prepare a city standard Transportation Impact Assessment for the project for use within CEQA review. We have developed this draft scope of work based on our understanding of the project and the city's typical requirements for large development projects (*City of Oakley, Traffic Impact Analysis Guidelines*, October 2018). As the project will generate more than 100 trips in both the weekday morning and evening peak hours, the preparation of a full Contra Costa Transportation Authority (CCTA) compliant TIA is required. It should be noted that this draft scope of work will need to be reviewed and approved by City staff. At this time, we have included the calculation of both intersection level of service and Vehicle Miles Traveled (VMT). While VMT is currently used and required within California environmental assessments, most cities, including Oakley, still desire the evaluation of levels of service to understand project effects and provide information to the public.

SCOPE OF WORK

Task 1 – Project initiation/City Scoping Meeting

Fehr & Peers will schedule and attend a meeting (or conference call) with relevant city planning and engineering staff to discuss our draft scope of work and the studies necessary for project CEQA transportation review. We will present our approach and draft scope to city staff, obtain comments, and adjust our approach and scope as necessary.

Task 2 – Data Collection

Pending the confirmation of our scope of work with the city and project team, Fehr & Peers will collect new weekday morning (7:00 to 9:00 AM) and evening (4:00 to 6:00 PM) peak period intersection turning movement counts at the following intersections:

1. SR 160 SB Ramps and Wilbur Avenue
2. SR 160 NB Ramps and Wilbur Avenue
3. Bridgehead Road and Wilbur Avenue
4. SR 160 SB Ramps and E. 18th Street
5. SR 160 NB Ramps and Main Street
6. Neroly Road/Bridgehead Road and Main Street
7. Live Oak Avenue and Main Street
8. Big Break Road and Main Street
9. Empire Avenue and Main Street
10. Laurel Road and Live Oak Avenue
11. Laurel Road and Empire Avenue
12. Oakley Road and Empire Avenue
13. Big Break Road and Southern Project Driveway
14. Big Break Road and Northern Project Driveway

We will conduct field reconnaissance to verify intersection configurations and traffic control. Traffic signal timings will be obtained from city staff. Information on transit services, bicycle, and pedestrian facilities within the study area will be collected.

Task 3 – Study Assumptions Memorandum

Fehr & Peers will estimate the weekday daily, morning and evening peak hour vehicle trip generation for the proposed project using appropriate trip generation rates published in the Institute of Transportation Engineers' (ITE) *Trip Generation Manual* (11th Edition), data available from the project team, national resources on distribution center trip generation, site traffic counts,

and information developed by Fehr & Peers for other California based facilities. We will estimate the trip distribution of project traffic under Existing, Near-Term, and Cumulative conditions using sources such as existing counts, origins and destinations of existing distribution facility trips, the location of complementary land uses, and information from the CCTA travel demand model. A Technical Memorandum detailing the analysis assumptions, including our approach to VMT assessment, will be submitted to City of Oakley staff and the project team for review and comment prior to completing the impact analysis. We have assumed that Draft and Final versions of the Technical Memorandum will be prepared for city review and approval.

Task 4 – Intersection Analysis

Peak-hour intersection operations will be evaluated for the following scenarios using the *HCM 6th Edition* method for vehicles:

- Existing – Existing conditions based on traffic counts at the study locations.
- Existing Plus Project – Existing traffic counts plus traffic expected to be generated by the project
- Near-Term – Existing traffic counts plus traffic from approved projects expected to be developed in the next 5 to 10 years. We will confirm with City of Oakley staff the level of anticipated development and transportation improvements in the study area to consider in the analysis of near-term conditions, consistent with their guidelines and Vistro network.
- Near-Term Plus Project - Near-term conditions plus traffic expected to be generated by the project.
- Cumulative - Forecasts for the cumulative scenario will be based on traffic growth trends as described in the Oakley General Plan EIR and supplemented by a check of traffic forecasts for the study area in the 2040 Contra Costa Countywide travel demand model. Vehicle trips generated under the project site current zoning would be subtracted from the base forecasts to develop the "no Project" traffic forecasts. Recent forecasts prepared for other projects will also be reviewed. Land uses assumed on the parcels adjacent to the project site will be reviewed with the project team. We will consult with City staff regarding future roadway improvements, that should be included in the cumulative forecasts.
- Cumulative Plus Project – Cumulative forecasts plus traffic expected to be generated by the project.

All level of service calculations will be conducted using the latest edition of the Synchro analysis software, per city requirements. For study locations that exceed the city's level of service standard, improvement measures will be identified.

All unsignalized study intersections will be evaluated to determine if signal warrants are met under each scenario, utilizing the Peak Hour Traffic Volume Signal Warrant from the California Manual on Uniform Traffic Control Devices (CA MUTCD), most recent edition.

In addition to the study intersections highlighted in Task 1, the intersection analysis will evaluate conditions at the project's proposed new driveways on Bridgehead Road (two) and Main Street (three).

Task 5 – Vehicle Miles Traveled

Consistent with SB 743 requirements, Fehr & Peers will perform a VMT assessment using the guidance published by the CCTA in July 2020 as the City of Oakley has not yet adopted VMT thresholds, metrics, methods, or standards of significance related to VMT. After project initiation, we will meet with City of Oakley staff to develop an approach for calculating project VMT that will be acceptable for city approval. Our scope and budget may need to be adjusted after that meeting depending on the direction provided and the need for more (or less) analysis to be performed. For the purposes of initial project scoping and budgeting, we have proposed an "off-model" approach for calculating project VMT effects. The CCTA model is not currently equipped to accurately assess the project's VMT without substantial calibration and modification.

Fehr & Peers will obtain Streetlight Data "big data" for similar local warehouses in the area to understand truck and automobile trip lengths and travel patterns. This will include origin and destinations for trips originating or terminating at the project site and will help inform project trip distribution and VMT calculations.

Using the assembled data, Fehr & Peers will generate off-model trip generation and trip length calculations for the proposed project, by building. This data will be used to prepare calculations for both passenger vehicle and commercial vehicle VMT. Both will be necessary for CEQA impact analyses related to air quality, greenhouse gas and energy assessments; however, only passenger vehicle VMT is necessary for the transportation portion of the CEQA document. We will work with city staff to develop an appropriate significance threshold for the project based on currently published guidance and available information.

Task 6 – Transit, Bicycle and Pedestrian Evaluation

Fehr & Peers will evaluate the levels of bus, bicycle, and pedestrian activity forecast to be generated by the proposed project, and the potential impacts of that demand on the area circulation networks. The effects of the project, if any, on local County Connection routes will be assessed based on the most recent available headway and ridership information. The proposed

internal and existing surrounding pedestrian and bicycle networks will be reviewed for safety (compliance with design standards) and adequacy to serve projected levels of travel activity.

Task 7 – Site Plan Review/Policy Consistency Check

A site access, circulation, and parking assessment will be conducted to ensure safe and efficient circulation of vehicles, bicycles, and pedestrians around the project site and on the roadways adjacent to the project site. The site plan will be reviewed for:

- Site access and interface with roadway network, including traffic control recommendations
- Emergency vehicle access and circulation
- Vehicular circulation, intersection traffic control, and roadway sizing within the site, including turn pocket lengths
- Bus access adjacent to the site and circulation within the site
- Parking adequacy compared to City Code and national demand statistics.

As part of this task, we will review the projects consistency with transportation related goals from the City of Oakley General Plan. Conflicts will be identified, if any.

Task 8 – Impacts and Mitigation Measures

Using the city's established standards of significance, mitigation measures will be developed and proposed for all identified significant adverse impacts. While unacceptable intersection levels of service are no longer considered to be environmental impacts, appropriate improvement measures will be developed for any identified violations of the city's level of service policy. If a significant adverse impact relative to VMT is identified, we will outline a Transportation Demand Management Plan (TDM) as a potential mitigation measure. The TDM plan will present the measures necessary and likely travel demand reductions to result.

Task 9 – Documentation

The following documents will be prepared:

- Draft Transportation Impact Analysis
- Final Transportation Impact Analysis

Task 10 – Meetings

We anticipate attending three meetings (or virtual calls) with the project team and/or city staff throughout the project. We will be available to attend additional meetings on a time-and-materials basis.

Given the size of the effort and complex nature of the project, we would propose to meet with city staff upon initiation (Task 1) to obtain their review, comment, and final approval of the work-scope prior to beginning work or conducting data collection. We will adjust our proposal based on their input and provide Raney with a final scope of work and budget on their approval.

COST ESTIMATE

We estimate the cost of above scope of work as presented in the table below, which we propose to conduct on a time and materials not to exceed basis.

Fee Estimate for Project Bridgehead CEQA Review

Tasks	Person Hours				Other Direct Costs	Total
	Project Manager $345	Senior Engineer $230	Project Engineer $175	Support/ Graphics $165		
Task 1 - Project Initiation/Scoping Meeting	2		2		$ 100	$ 1,140
Task 2 - Data Collection	1	2	8	2	$ 7,300	$ 9,835
Task 3 - Study Assumptions Memo	2	1	6	1	$ 100	$ 2,235
Task 4 - Intersection Assessment						
Existing without Project	4	2	18	2	$ 300	$ 5,620
Existing with Project	6	3	28	2	$ 400	$ 8,390
Near-term without Project	5	6	40	2	$ 500	$ 10,935
Near-term with Project	6	3	28	3	$ 400	$ 8,555
Cumulative without Project	5	8	32	3	$ 500	$ 10,160
Cumulative with Project	6	3	28	3	$ 400	$ 8,555
Task 5 - VMT Assessment	8	6	32	4	$ 500	$ 10,900
Task 6 - Transit, Bicycle and Ped Evaluation	4	1	12	2	$ 200	$ 4,240
Task 7 - Site Plan Review/Policy Check	6	4	12	2	$ 300	$ 5,720
Task 8 - Impacts and Mitigation Measures	5	4	22	4	$ 400	$ 7,555
Task 9 - Documentation						
Draft TIA	22	8	68	14	$ 1,200	$ 24,840
Final TIA	2	1	8	3	$ 100	$ 2,915
Task 10 - Meetings	6		4		$ 100	$ 2,870
TOTAL	**90**	**52**	**348**	**47**	**$ 12,800**	**$ 124,465**

Note:
Reimbursable expenses are invoiced at cost plus 10% for handling including the following:
Reproduction and communications are invoiced as a percentage of project labor each month.
Personal auto mileage at approved IRS Rate

If you have any questions or comments, please contact Bill Burton at (925) 930-7100.

Sincerely,

FEHR & PEERS

Bill Burton, PE

Principal
P22-5768-WC

RESOLUTION NO. -24

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OAKLEY AUTHORIZING THE CITY MANAGER TO EXECUTE A CONTRACT WITH RANEY PLANNING AND MANAGEMENT, INC.TO PREPARE AN ENVIRONMENTAL IMPACT REPORT (EIR) FOR THE PROJECT TITLED BRIDGEHEAD INDUSTRIAL PROJECT

WHEREAS, the City Council of the City of Oakley desires to engage the services of Raney Planning and Management, Inc. to prepare a project-level Environmental Impact Report for the Bridgehead Industrial Project; and

WHEREAS, Raney Planning and Management, INC. provided a scope of work to prepare an Environmental Impact Report per California Environmental Quality Act of 1970 (CEQA), Section 21000 et seq. of the Public Resources Code and the State CEQA Guidelines (California Code of Regulations Section 15000 et seq.), and the regulations, requirements, and procedures of the City of Oakley; and

WHEREAS, the Environmental Impact Report will specifically provide analyses of technical studies necessary to provide the appropriate level of environmental documentation.

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Oakley that the proposal for the preparation of an Environmental Impact Report between the City of Oakley and Raney Planning and Management, Inc. is hereby approved.

BE IT FURTHER RESOLVED AND ORDERED that the City of Oakley City Manager is hereby authorized and directed to sign the contract between the City of Oakley and Raney Planning and Management, Inc.

PASSED AND ADOPTED by the City Council of the City of Oakley at a meeting held on the _____ by the following vote:

AYES:
NOES:
ABSENT:
ABSTENTIONS:

APPROVED:

_____
Anissa Williams, Mayor Date

ATTEST:

_____
Libby Vreonis, City Clerk Date

SHORT FORM
SERVICES AGREEMENT BETWEEN
THE CITY OF OAKLEY AND _____

THIS SERVICES AGREEMENT for _____ services is entered into by and between the City of Oakley, a municipal corporation in the State of California (hereinafter referred to as "City") and _____, a _____ (hereinafter referred to as "Contractor") effective as of _____, 20__ (“Effective Date”).

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

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

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

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

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

Section 2. **COMPENSATION.** City hereby agree to pay Contractor a sum not to exceed the amount described in Exhibit A, attached hereto and incorporated herein. City shall pay Contractor for services rendered pursuant to this Agreement at the time and in the manner set forth herein. These payments shall be the only

payments from City to Contractor for services rendered pursuant to this Agreement. Contractor shall submit invoices to City each month for services provided.

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

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

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

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

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

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

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

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

a. Construction and Demolition. Contractor must contact a

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

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

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

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

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

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

Section 5. INSURANCE REQUIREMENTS. Before beginning any work under

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

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

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

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

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

Section 6. INDEMNIFICATION AND CONTRACTOR'S RESPONSIBILITIES

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

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

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

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

Section 7. STATUS OF CONTRACTOR.

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

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

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

Section 8. LEGAL REQUIREMENTS.

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

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

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

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

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

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

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

Section 9. TERMINATION AND MODIFICATION.

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

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

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

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

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

written approval of the Contract Administrator.

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

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

Section 10. KEEPING AND STATUS OF RECORDS.

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

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

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

years after final payment under the Agreement.

Section 11 MISCELLANEOUS PROVISIONS.

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

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

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

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

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

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

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

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

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

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

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

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

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

11.10 Notices.

Any written notice to Contractor shall be sent to:

Any written notice to City shall be sent to:

City of Oakley
Attn: _____
3231 Main St.
Oakley, CA 94561

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

agreements, either written or oral.

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

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

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

CITY:	**CONTRACTOR:**
City of Oakley, a municipal corporation In the State of California	Name (STATE) (ENTITY TYPE)
_____ Bryan H. Montgomery, City Manager	Sign: _____ Name: _____ Title: _____

Attest:

_____
Libby Vreonis, City Clerk

Approved as to Form:

_____
Derek Cole, City Attorney

EXHIBIT A

Scope of Work/Compensation Schedule

Exhibit B

Insurance Requirements

Specific Insurance Requirements and Required Policy Limits

PROFESSIONAL SERVICES CONTRACTS:

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

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

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

1. **Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01) covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than **$1,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
2. **Automobile Liability:** Insurance Services Office Form number CA 0001 Code 1 (any auto), or if Consultant has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than **$1,000,000** per accident for bodily injury and property damage.
3. **Workers' Compensation** insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than **$1,000,000** per accident for bodily injury or disease.

(Not required if Consultant provides written verification it has no employees)

4. **Professional Liability** (Errors and Omissions) Insurance appropriate to the Consultant's profession, with limit no less than **$1,000,000** per occurrence or claim, **$2,000,000** aggregate. Architects and Engineers coverage shall be endorsed to include contractual liability.

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

Other Insurance Provisions

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

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

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

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

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

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

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

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

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

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

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

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

OAKLEY
CALIFORNIA

DATE: March 26, 2024

TO: Joshua McMurray, City Manager

FROM: Ken Strelo, Planning Manager

Approved and Forwarded to the City Council

SUBJECT: Climate Action Plan – Resolution authorizing the City Manager to Execute a Professional Services Agreement with Cumming Management Group Inc. for Planning Consulting Services

Summary

On November 14, 2023, the City Council reviewed and accepted the Request for Proposals and Qualifications ("RFP") for the purposes of securing planning consulting services to support the City in completing a Climate Action Plan (CAP). A Climate Action Plan, or "CAP" is an adopted document that lays out a plan for how an agency will aim to reduce greenhouse gas (GHG) emissions usually through decarbonization and greening efforts.

Planning Staff solicited the RFP to interested consultants and posted it on the City's website as well as the California Chapter American Planning Association's website, which has a platform used to host RFPs from agencies throughout the state. The RFP was posted from January 8, 2024 to February 7, 2024. Seven consultant firms submitted proposals in response to the RFP. An evaluation team comprised of four City staff members - the City Manager, Planning Manager, Engineering Manager, and Associate Planner - independently reviewed and scored each of the seven proposals. The results of those reviews and rankings showed five proposals addressed all the elements of the RFP, while also remaining within budget ($100,000). The team of reviewers then met to discuss those five proposals in more detail and determined that Cumming Management Group Inc. was the top proposal based on a combination of their experience in Climate Action Plans and other similar documents and their proposal's accuracy in addressing all requested tasks and providing ample support to City Staff, including in-person public workshops and meetings with the Planning Commission and City Council.

Consistency with Oakley Strategic Plan 27+

The City of Oakley Strategic Plan 2022-2027+ (SP27+) was adopted by the City Council in April of 2022. Approval of this services agreement and the subsequent Planning work is consistent with the Strategic and Thoughtful Growth Objectives within Oakley's Strategic Plan 27+, as it furthers the City's efforts to encourage objective decision-making versus subjective decision-making for application approvals in order to meet Oakley's vision and economic goals. This is done by focusing on formal plan and study outcomes.

Fiscal Impact

The City has budgeted $100,000 for this program and the proposal's includes a total budget of $99,947.81. This amount will be covered by appropriated funds under Consulting for the Planning Division in the General Fund. The City Council appropriated $200,000 under this line item for Fiscal Year 2023-2024. Approval of this RFP would result in $100,000 being encumbered for the CAP and the remaining $100,000 still appropriated for other long-term Planning Projects on the horizon. City Staff time and materials will be covered as part of regular salaries under the General Fund.

Staff Recommendation

Staff recommends the City Council adopt a resolution authorizing the City Manager to execute a professional services agreement with Cumming Management Group Inc. in an amount not to exceed $99,947.81 for planning consulting services to assist with the preparation of the City of Oakley Climate Action Plan (CAP).

Attachments

1. Proposal for Planning and Consulting Services – City of Oakley Climate Action Plan – Proposal and Estimate from Cumming Management Group Inc., dated February 7, 2024
2. Proposed Resolution
   Exhibit A. Short Form Services Agreement Template

CUMMING GROUP

City of Oakley

Proposal for Planning and Consulting Services

Climate Action Plan

February 7, 2024

cumming-group.com



CUMMING
GROUP

Cumming Group Office
1111 Broadway
Suite 300
Oakland, CA 94607
cumming-group.com

February 7, 2024

Ken Strelo, Planning Manager
City of Oakley
Planning Division
3231 Main Street
Oakley, CA 94561
Att: RFP Oakley CAP

Dear Mr. Strelo,

Cumming Management Group Inc., is pleased to present our qualifications to the City of Oakley to provide climate mitigation and adaptation assessment and planning services for the development of its Climate Action Plan (CAP). The successful delivery of services to the City of Oakley requires a team that is staffed with highly qualified climate and sustainability industry experts and technical professionals who have a deep understanding of City operations, GHG emission sources and impacts, potential climate impacts based on location and geography, and the local community. Our service commitment to the City of Oakley is to be that Team

Cumming Management Group Inc. (Cumming Group), a privately held California corporation, has successfully provided climate action planning services for several cities and complex, multi-billion-dollar public agencies across California and the west coast, including the City of Oxnard, City of Los Angeles, City of Ellensburg, City of West Hollywood, San Francisco International Airport, County of San Diego, County of Los Angeles, the Los Angeles County Metropolitan Transportation Authority, and several more.

Cumming Group strengthens its team with the additional climate vulnerability and adaptation expertise of its long-term subcontractor partner, Kimley-Horn. Founded in 1967, Kimley-Horn is a planning, design, engineering, and environmental consulting firm with expertise in performing climate vulnerability assessments and developing community resiliency strategies for cities and counties throughout California.

Our team brings the following benefits to the City of Oakley:

- **Depth of Sustainability and Climate Technical Expertise**
  Cumming Group is privileged to join the City in its mission to achieve its energy, air quality, greenhouse gas emissions, and resiliency goals, and to proactively plan for the regional effects of climate change in the short and long term. Our team of deeply qualified climate mitigation and adaptation experts has directly engaged in the assessment of greenhouse gas emissions (GHG), planning of GHG mitigation strategies, and developing regional climate policy and reduction strategies for agencies across the region. We have also conducted climate vulnerability and risk assessments in the Bay area, including the City of Brentwood just to the south of Oakley, giving us unique knowledge of potential risks and the City's adaptation needs.
- **Program Leadership and Mobilization of Highly Qualified Staff**
  With over 12 years of experience working directly for California cities and public agencies providing leading sustainability and program management services, our Sr. Director of Sustainability, Emma Sorrell, will oversee our team's performance and contract services. Emma is supported by Louis Spanias, Cumming's Sr. Sustainability Manager, who will be your single point-of-contact responsible for the work and all task deliverables. We have mobilized a team of accredited sustainability professionals, climate data scientists, environmental planners, certified energy managers, cost estimators, and stakeholder engagement specialists (including ADA accessibility expert) to ensure the development of an ambitious yet achievable plan for the City.

The State of California leads the nation in climate action commitments and environmental protection— it is also the 12th largest emitter of carbon worldwide.

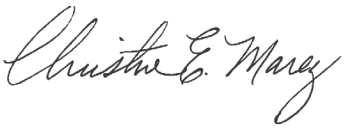
The recent signing of AB 1279 codifies California's commitment to achieve Net Zero GHG emissions by 2045.

CUMMING
GROUP

- **A Commitment to Environmental Responsibility and Achieving Climate Objectives**
  Cumming Group has been at the forefront of the changing attitudes and legislative/regulatory initiatives advancing sustainability and climate in the built environment in California. Our expert team presents on climate policy at industry forums and conferences, and delivers related training to owner-agency stakeholders, community leaders, and the public. Leveraging this expertise, Cumming develops and implements innovative sustainability and climate strategies and solutions for our clients that directly reduce greenhouse gas emissions, improve air quality and energy efficiency, reduce water consumption, and strengthen infrastructure against changing climate conditions.

Our team is readily available and committed to deliver this project and can begin supporting you immediately. If you have any questions or desire further information, please contact Christine Marez directly at 626-688-4634 or via email at cmarez@cumming-group.com.

Respectfully,



Christine Marez, CIG, LEED AP, ENV SP
Vice President
Cumming Management Group, Inc
626-688-4634
cmarez@cumming-group.com

Table of Contents

Section 1
TEAM PROFILE 5

Section 2
COMPARABLE CONSULTING EXPERIENCE 39

Section 3
PROJECT PROPOSAL 47

Section 4
CONFLICTS OF INTEREST 58

Section 5
ACKNOWLEDGMENTS 60

Section 1

Team Profile

Team Profile

Provide the consultant's company and proposed project team information as follows:

a. Office Location(s)
b. Licensed professionals
c. Project manager and key individuals who will be assigned to the project:
i. Resumes
ii. Statements of experience
d. List of proposed sub-consultants, identifying their area of work and including their qualifications.
e. List of board members, partners, and any other relevant team members and their related experience.

Cumming Management Group, Inc. (Cumming Group) is a privately held California corporation and will serve as the prime firm for this contract. Founded in 1996, and now in our 28th year, Cumming Group has more than 2,000 employees in 50+ offices worldwide, including 11 offices located in California. We offer clients the local knowledge and responsiveness of a small organization, backed by the depth of resources only a national firm can offer.

Cumming Group has become a recognized leader in energy and sustainability planning and climate mitigation services, as acknowledged by Engineering News Record Magazine's ranking of Cumming in the Top 4 for Firms in the United States who are strictly Owner's Representatives. By offering our clients excellent service and successful outcomes, we have experienced consistent growth throughout our history.

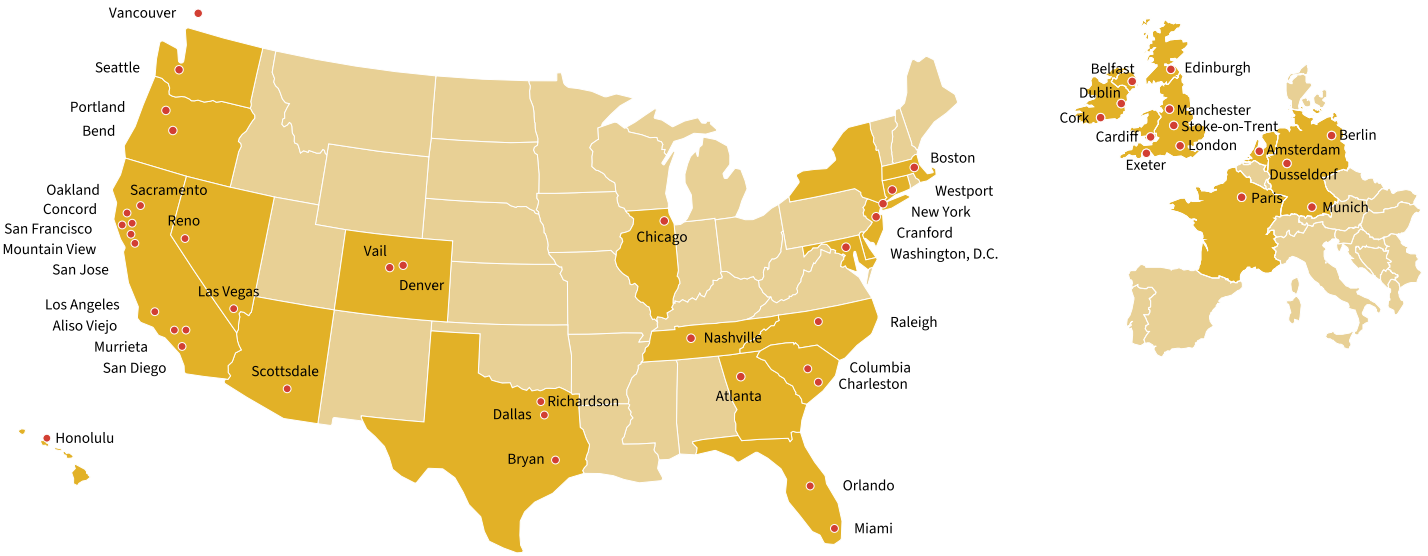
Our team is qualified for this engagement based upon our extensive experience providing climate action and adaptation, sustainability planning, resiliency, and GHG inventory reporting services to public sector clients, as well as, project and construction management, cost estimating, project controls, and commissioning.

Cumming Group at a Glance

- 28 Years in Business
- 2,000+ Employees
- 52 Offices Worldwide
- 64+ Registered LEED Accredited Professionals
- 40+ Sustainability and Climate Experts
- 35+ Registered Professional Engineers

Cumming Group will support the delivery of services from our Oakland office:

Cumming Group Office
1111 Broadway
Suite 300
Oakland, CA 94607



Subcontractor Partner

Kimley»Horn

Legal Name of Company	Kimley-Horn and Associates
Contact	Heidi Ross, CPP
Address	660 South Figueroa Street, Suite 2050, Los Angeles, CA 90017
Phone Number	213.394.0379
Email Address	heidi.ross@kimley-horn.com
Project Function	Climate Vulnerability and Resiliency

Kimley-Horn strengthens our team with additional climate vulnerability and resiliency expertise and experience. Cumming and Kimley-Horn have partnered on several projects over the last 10 years. Most recently, our joint team is completing the development of a Climate Action and Sustainability Plan for the Orange County Transportation Authority.

Founded in 1967, Kimley-Horn is a full-service planning, design, engineering, and environmental consulting firm providing services to public agencies and the private sector nationwide. Since its founding, Kimley-Horn has grown from a small group of traffic engineers and transportation planners to a firm of more than 7,500 employees in 127 offices nationwide. Its 12 California offices have more than 750 employees including planners, environmental specialists, landscape architects, designers, engineers, and technicians, affording the depth of resources necessary to staff and execute virtually any assignment in response to the City's needs for this contract.

Kimley-Horn's engineers and analysts are continuously developing sound scientific regulatory assessments and strategies within the rapidly changing regulatory environment. We prepare both CAPs and CAAPs and advise clients on climate policies and strategies. In addition to preparing citywide CAPs, Kimley-Horn regularly performs vulnerability assessments focused on specific infrastructure and systems, such as transportation and roadway networks, stormwater systems, and other agency-specific assets. With a broad understanding of the latest climate change data, our CAP capabilities include developing community and municipal sector greenhouse gas (GHG) emissions inventories, performing CVAs, developing feasible strategies to reduce emissions and manage risk, and quantifying the benefits of the sustainable strategies.

Qualifications to Perform Scope

Cumming Group understands that cities are facing increasing demands to act on issues of climate change, environmental protection, and social equity. Through our full suite of energy, climate, and sustainability services addressing the planning, design, construction, and operation of municipal and community assets, we help our clients address these needs in meaningful, lasting, and cost-effective ways. Alongside our climate and sustainability services, Cumming Group also offers robust project management and cost management services, allowing us to provide integrated services that meet our clients' immediate and long-term needs.

We are excited to partner with the City and are certain that our team's combined experience and local knowledge will bring together the very best solutions by creating an implementable climate action plan that allows the community to adapt and thrive among climate change challenges over time. Our highly credentialed team of sustainability, climate, and energy professionals brings the necessary technical expertise, industry qualifications, and previous experience delivering these specific services to make Oakley's CAP a success. Cumming's team holds the following qualifications and certifications:

- Airport Carbon Accreditation Verifier (ACA)
- CARB Lead Verifier, Low Carbon Fuel Standard (LCFS)
- SASB Fundamentals of Sustainability Accounting (FSA)
- Certified Permitting Professional (CPP) registered with SCAQMD
- Professional Engineers (PE)
- Certified Energy Auditor (CEA)
- Certified Energy Engineer (CEM)
- Global Reporting Standard (GRI)
- TRUE Zero Waste Advisor
- Envision Sustainability Professional (ENV SP)
- Qualified Water Efficient Landscaper, Alliance for Water Efficiency
- LEED Accredited Professional (LEED AP, O+M, BD+C)
- WELL Accredited Professional
- Fitwel Ambassador
- G-PRO Fundamentals, Construction Management
- Certified Commissioning Authority (CxA)
- Certified Building Commissioning Professionals (CBCP)
- Existing Building Commissioning Professional (EBCP)
- Certified Building Commissioning Professional (BCP)
- ASHRAE BEMP Certified Professional
- ISO 14001, 12021, and ISO 9001 Certified
- SCAQMD Certified Employee Transportation Coordinator

Through results-focused technology, innovation, smart design principles, and best management practices, Cumming delivers custom climate action plans and high-performance infrastructure designed to achieve long-term carbon neutrality and climate resiliency, with minimal impact on the natural environment. We are proud of our solid reputation in providing similar services in a high-quality and cost-effective manner, on schedule and on time.

Our climate adaptation and community resilience practice team understands the types of climate challenges Oakley is facing, having performed numerous CVAs for cities and counties throughout California. We understand the science behind relevant climate change indicators such as changes in precipitation patterns and temperature, high heat days, drought, and extreme weather and storms, and we can anticipate the secondary effects of climate change such as the urban heat island effect, degradation of air quality, increases in pests and disease, flooding, soil erosion and landslides. We are proud of our solid reputation in providing similar services in a cost-effective manner, on schedule and on time. With our deep resources and experienced leadership teams, we stand ready to commence work on this important project immediately.

Cumming's collaborative approach ensures alignment between our internal partners and clients to clearly define the project objectives and create the appropriate technical approach needed to achieve the desired outcomes. Our deep experience fostering meaningful and intentional internal and external stakeholder engagement also ensures the prioritization of community-based strategies.

Any CAP's foundation must be an accurate GHG baseline and set of future emissions scenarios in line with State and federal laws, plans, and policies, and synchronized to recent GHG projections adopted as part of the City's General Plan horizon. Cumming is known for its holistic approach to GHG inventories, having performed this work for numerous cities, which utilizes robust data management practices in alignment with ISO 14064 and develops customized emission forecasts incorporating state regulatory drivers and local policies impacting both municipal and community emission sources.

Our climate adaptation and community resilience team members understand the local climate challenges Oakley is facing, having performed numerous CVAs for cities and counties throughout California. We understand the science behind relevant climate change indicators such as changes in precipitation patterns and temperature, high heat days, drought, and extreme weather and storms, and we can anticipate the secondary effects of climate change such as the urban heat island effect, degradation of air quality, increases in pests and disease, flooding, soil erosion and landslides. As a result, we develop actionable resilience programs and design principles, while equipping decision makers with the tools they need to understand the vulnerabilities their cities face.

We have the technical skills, insight into infrastructure and asset management, and knowledge to identify, analyze, and prioritize effective climate reduction strategies and adaptation actions. As trusted partners, the Cumming team is also experienced in developing decision-support tools that will materially assist the City in addressing the critical challenges of mitigating and adapting to climate change.

Cumming and our subconsultant partner have contributed to the delivery of innovative and cost-effective climate action programs for over 50+ cities, counties, public agencies, and regulatory clients. The team is currently providing similar climate action planning services, including **CAPs, CAAPs, GHG mitigation assistance, decarbonization plans, Climate and Resiliency Elements, and climate vulnerability assessments for clients** including :

- City of Oxnard, CA
- City of Brentwood, CA
- City and County of San Fransisco, CA
- City of Menifee, CA
- City of Los Angeles, CA
- City of West Hollywood, CA
- City of Ellensburg, WA
- County of Los Angeles, CA
- County of San Diego, CA
- Gateway Cities Council of Governments
- Southern California Association of Governments
- Los Angeles Metro
- Orange County Transportation Authority
- North County Transportation District
- San Diego Metropolitan Transit Agency (MTA)n
- California Air Resources Board (CARB)
- Port of Los Angeles (POLA), CA
- Port of Seattle, WA
- Los Angeles World Airports (LAWA)
- Caltrans
- Oregon Department of Transportation

"Our experience with the sustainability team from Cumming Group has been nothing short of outstanding. Their expertise guided us through the development and implementation of a comprehensive sustainability & energy strategy that aligns with our community values and long-term vision. I wholeheartedly recommend their services to any entity seeking to embrace sustainability and make a meaningful contribution to a greener and more sustainable future."

Buddy Stanavich, Energy Resources Manager – City of Ellensburg

Proposed Team

Cumming has selected a diverse and highly skilled team of sustainability professionals to support this contract, including our in-house staff and subconsultant Kimley-Horn team members. All team members proposed for this engagement have previously worked together as a group to provide similar services to cities and public agencies for the past several years. This team is immediately available and has adequate capacity to support the City of Oakley through the duration of the CAP development process.

KEY PERSONNEL		
NAME & ROLE	**PRIMARY RESPONSIBILITIES**	**QUALIFICATIONS**
Christine Marez ***Vice President - Sustainability, Energy & ESG Services*** B.S., Electrical Engineering, CSULA LEED AP Certified Inspector General (CIG) Envision Sustainability Professional (ENV SP)	Project Principal Christine is the Principal authorized to represent Cumming for this project. Christine will be accountable for the overall team performance, efficiency, schedule management, and quality of deliverables.	Christine is the Vice President of Sustainability for Cumming, leading energy project development and sustainability strategies and initiatives. She is a LEED AP and ENVISION Sustainability Professional (ENV SP) with extensive experience developing and managing projects in the sustainability areas of resource conservation, energy efficiency, and emission reduction. Christine has over 28 years of experience managing large capital programs and 11 years of experience in electric utility design and construction.
Emma Sorrell ***Sr. Director of Sustainability*** B.S., Urban & Environmental Policy, Occidental College GRI Certified Professional Envision Sustainable Professional (ENV SP) TRUE Advisor – TRUE Zero Waste Rating System, (GBCI) Certified Employee Transportation Coordinator, (SCAQMD)	Project Director Emma is the Project Director and will oversee the successful execution of all technical deliverables.	Emma has over 13 years of experience managing all aspects of comprehensive climate and sustainability programs, including strategic planning, program and project management, program analytics, data management, and sustainability metric reporting. Emma has successfully led the on-budget and on-schedule delivery of climate action plans for multiple cities/ public agencies, including the City of Ellensburg which was adopted by City Council in January 2024. Emma's collaborative approach bridges the technical analysis, strategy development, and community engagement to produce a highly customized plan that seamlessly integrates with an organization's comprehensive strategic plan, community culture, and operational context.
Louis Spanias ***Senior Sustainability Manager*** MSc., Nature, Society and Environmental Policy, University of Oxford B.S., Society and Environment, U.C. Berkeley Envision Sustainability Professional (ENV SP)	Project Manager (Lead Contact) Louis is the Project Manager for this effort, serving as the day-to-day team leader and point-of-contact. He will oversee all tasks and deliverables, and will be responsible for team coordination, daily work planning and activities, document control, data management, and ensuring all tasks are completed on time and within budget.	Louis is a sustainability and climate practitioner with over a decade of experience leading decarbonization, climate mitigation, climate adaptation and resilience, and broader sustainability projects for public and private sector clients. Louis has led projects and programs from the building scale up to the regional level for public transit agencies, cities, counties, community choice aggregators, and businesses, including several strategic climate and sustainability plans. Louis has a deep understanding of community-facing and community-driven climate action plans, having overseen or directly supported planning and engagement efforts for numerous jurisdictions. These plans include but are not limited to the cities of Ellensburg, WA; Tucson, AZ; West Hollywood, CA; and Oxnard, CA; as well as the counties of San Diego and Los Angeles.

KEY PERSONNEL		
NAME & ROLE	**PRIMARY RESPONSIBILITIES**	**QUALIFICATIONS**
Zetian "Tim" Zhang ***Senior Climate Manager*** M.E., Environmental Engineering, Duke University B.E., Environmental Engineering, China Agricultural University B.A., Business Administration, China Agricultural University CARB Lead Verifier FSA Credential, SASB/IFRS LEED AP, O+M	GHG Mitigation Lead Tim will serve as the task leader for the development of the municipal and community GHG emissions inventories and will oversee the GHG mitigation team in handling, cleaning, synthesizing, calculating, and projecting emissions, as well as identifying GHG reduction strategies. Tim will also oversee data management in accordance with ISO 14064	Tim is a Senior Climate Manager with over six years of experience and key expertise in GHG accounting, renewable energy procurement, ESG strategy, reporting, and corporate climate risk assessment. He has strong analytical, project management, and stakeholder engagement skills. Before joining Cumming, Tim worked for WSP, developing GHG inventories and climate strategies for Fortune 500 companies in the tech, apparel, consumer products, medical and manufacturing industries.
Heidi Rous ***Sustainability Planning & Policy*** B.S., Physics, California State Polytechnic University, Pomona Certified Permitting Professional (CPP) registered with South Coast Air Quality Management District #86027 GPRO Certified, Urban Green Council	Climate Adaptation Lead Heidi will serve as the task leader for the climate vulnerability and risk assessment, overseeing the adaptation planning team, and will lead development of flexible adaptation pathways	Heidi has over 30 years of experience providing comprehensive environmental risk management and assessment services, including climate vulnerability assessments (CVAs), climate action and adaptation plans (CAAPs), greenhouse gas (GHG) inventories and mitigation strategies, policy and compliance tracking and training, and CEQA documentation. Heidi is currently leading a CVA for the City of Brentwood.
Morgan Rose ***Sustainability Project Manager*** Master of Urban Planning, University of Southern California B.A., International Development Studies, UCLA	Community Engagement Lead Morgan will lead the development of the public and stakeholder engagement plan and any subsequent engagement efforts. She will work closely with the ADA accessibility specialist to ensure all engagement activities are fully accessible.	Morgan is a Sustainability Project Manager for Cumming's Energy and Sustainability Team. As a Master of Urban Planning (MUP), Morgan specializes in community focused climate and sustainability planning in urban and built environment contexts, with a focus on engagement and community-based solutions. She has over 6 years of experience managing programs and partnerships for a diverse range of city, state, public, and nonprofit clients, and has led numerous engagement initiatives.
Katya Balakhovsky ***Senior Project Manager, Sustainability & ESG*** B.S., Environmental Studies, University of Southern California ENV SP Fundamentals of Sustainability Accounting (FSA) Credential Level 1	Emission Reduction Specialist Katya will support the development of GHG reduction strategies and other related tasks, including cost/benefits analyses, responsible parties, funding sources, and stakeholder engagement	Katya is a detail-oriented and data-driven Senior Project Manager, specializing in sustainability, climate, and Environmental Social Governance (ESG) services. Katya has six years of experience supporting clients through all phases of climate planning, energy efficiency, renewable energy, and other decarbonization strategies. This includes rigorous data analysis for the development of GHG reduction calculations and facility energy profiles. Katya has recently served as the mitigation strategy lead for several climate action plans.

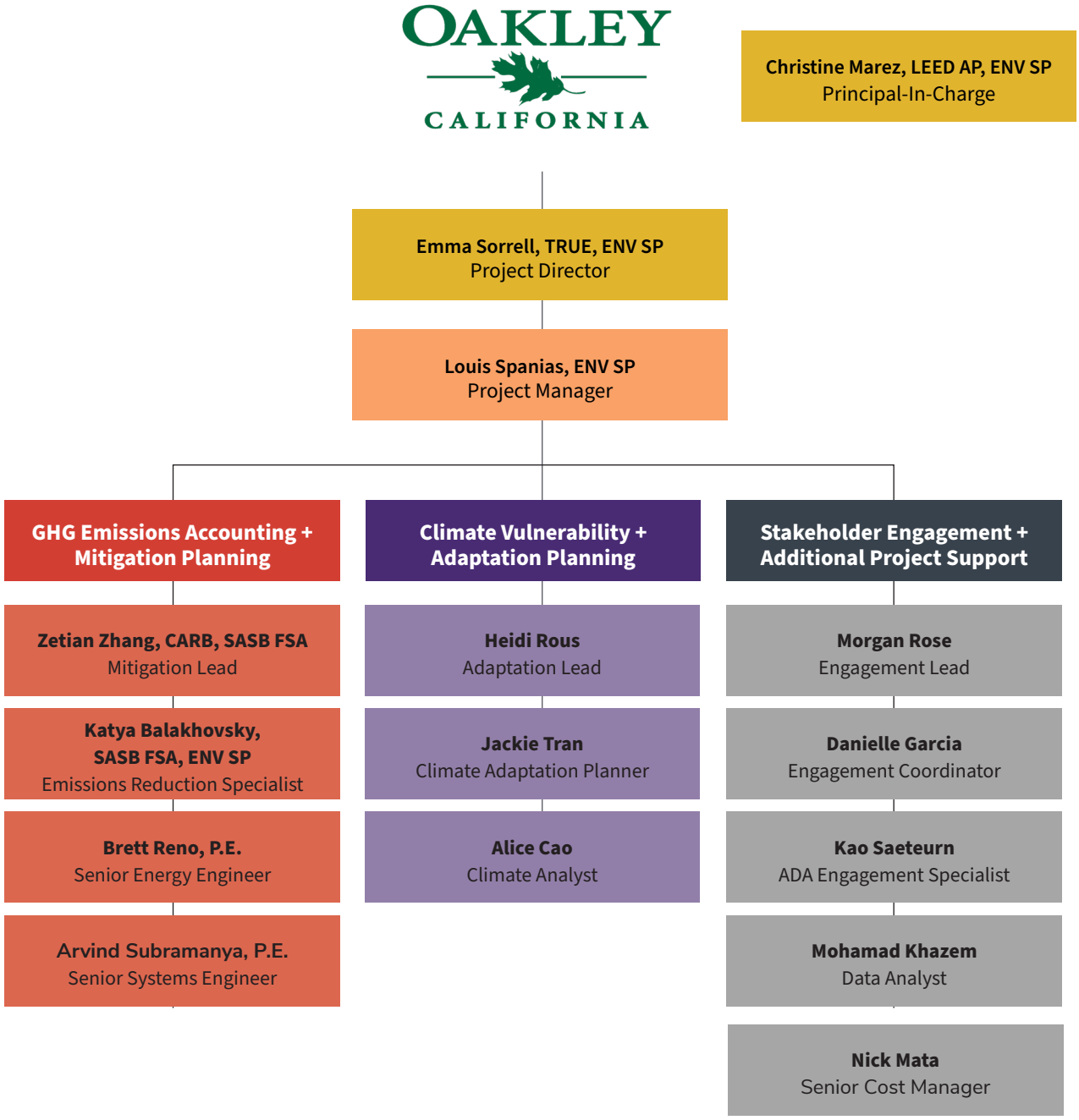
KEY PERSONNEL		
NAME & ROLE	**PRIMARY RESPONSIBILITIES**	**QUALIFICATIONS**
Jackie Tran ***Planning Analyst*** B.A., Urban Studies, University of California, Irvine Engineer-in-Training in California (#179711)	Climate Adaptation Planner Jackie will support Heidi with conducting the climate vulnerability assessment, determining risk, and developing adaptation strategies. She will also support the CEQA review.	Jackie is a planning analyst specializing in Safety Element Updates and environmental technical documents under CEQA/NEPA for a variety of planning projects involving residential, redevelopment, infrastructure, and commercial uses. Her work focuses on existing conditions analysis, environmental policy, and community outreach. She has worked on Housing Element Updates, specific plans, development code amendments, entitlement processing and design guidelines.
Alice Cao ***Planning Analyst*** B.S., Environmental Engineering, Cal Poly, San Luis Obispo	Climate Analyst Alice will support Heidi with conducting the climate vulnerability assessment, determining risk, and identifying adaptation strategies.	Alice is a planning analyst with a background in environmental engineering. She has experience in climate action planning, vulnerability assessments, environmental impact assessments and documentation, water and wastewater emission reduction strategies, and air quality permitting services. She focuses on environmental technical documents under CEQA. Her recent work includes Climate Action Plans, Climate Vulnerability Assessments, environmental justice elements, greenhouse gas inventory and reduction strategies, and both residential and industrial type projects of CEQA documentation.
Brett Reno, P.E. ***Senior Energy Manager*** B.S., Mechanical Engineering, Cal Poly, Pomona PE Mechanical: HVAC and Refrigeration, NCEES, 2019	Sr. Energy Engineer As the Sr. Energy Engineer, Brett will oversee technical evaluation and selection of energy efficiency, renewable energy, and decarbonization strategies, including identification of feasibility, cost considerations, and funding solutions.	Brett Reno is a Senior Energy Manager for Cumming's Energy & Sustainability team and leads Cumming's energy operations and deliverables. Brett has extensive experience leading energy efficiency, distributed energy resources and decarbonization, and resiliency projects, programs, and teams. His experience includes both public agency and private clients in transportation, education, hospitality, retail, and healthcare.
Arvind Subramanya, P.E. ***Senior Engineer*** Master of Engineering: Mechatronics, Robotics & Automation, University of Wollongong, New South Wales, Australia B.S., Mechanical Engineering, Bangalore University, India	Sr. Systems Engineer As the Sr. Systems Engineer, Arvind will provide technical evaluation and advisory support for the review and selection of systems-based climate mitigation and adaptation strategies.	Arvind is a Senior Energy Engineer at Cumming and brings over 15 years of experience in energy management, utility programs, building technologies, sustainability, smart grid solutions, renewables, and project management. Arvind has led and worked on energy efficiency programs with utilities, state, city, federal, educational, non-profit, commercial, and industrial sectors. He specializes in strategic decision-making towards sustainable building operations; Life Cycle Cost Analysis (LCCA), Total Cost of Ownership (TCO), and Supply/Demand Side Management.
Danielle Garcia ***Assistant Project Manager*** B.S., Organizational Communication, University of Portland, OR ISO 14001: Lead Auditor Training (In Progress)	Engagement Coordinator Danielle will support Morgan with the development and implementation of a stakeholder engagement strategy to support development of the CAP. This will include defining stakeholder groups, identifying communication channels, and coordinating outreach.	Danielle's expertise is in supporting outreach and training programs and projects in the public sector. Danielle has supported a wide range of environmental training, outreach, and stakeholder engagement initiatives, including for the County of San Diego and the LAC Metropolitan Transportation Authority. She is experienced in working with internal departments such as communications, marketing, and talent development to develop and implement engagement strategies. Danielle is a highly performing and passionate about community outreach and making a difference wherever she can.

KEY PERSONNEL		
NAME & ROLE	**PRIMARY RESPONSIBILITIES**	**QUALIFICATIONS**
Kao Saeteurn ***Communications Specialist*** B.S., Graphic Design with a Minor in Marketing, California State University, Sacramento	ADA Engagement Specialist Kao will advise the engagement team on ensuring all engagement activities are ADA accessible	Kao provides graphics, visual communication, and ADA accessibility direction and support for all types of planning, transportation, and environmental projects. With more than 20 years of experience, he works in partnership with creative writers, planners, and the technical team in developing communication strategies and visuals that can easily translate technical information into digestible content geared towards the target audience.
Mohamad Khazem ***Energy Engineer*** B.S., Mechanical Engineering, University of California, Irvine Professional, In Process Certified Building Commissioning LEED Accredited Professional BD+C Certified Fitwel Ambassador	Data Analyst Mohamad will provide supplemental data analysis support to the team, ranging from emission data to energy analysis.	Mohamad is a mechanical engineer at Cumming specializing in energy management and energy modeling. He has experience in building energy systems, building commissioning, microgrids, building technologies, sustainability, smart grid solutions, renewables, and project management.
Nick Mata ***Cost Manager*** B.S., Civil Engineering, University of California, Berkeley Certified Professional Estimator (CPE)	Sr. Cost Manager Nick will provide input as needed to the cost-benefit assessments of proposed mitigation and adaptation strategies.	Nick has 21 years of cost estimating experience within the construction industry. With a diverse portfolio of project experience, Nick's work has spanned services for civic, science and technology, healthcare, K12, higher education, and other markets in California. As a cost management leader, Nick's background in research and conceptual estimating for large-scale projects is invaluable. He is proficient at providing services for capital programs, master plans, facility studies, renovations, new construction, and modernizations alike.

Team Organization

Org Chart

Cumming selected staff for each position and role as reflected in the Organization Chart below based on individual team member qualifications pertaining to education, years of industry experience, and past relevant work performed. As such, team members were assigned to functional areas and scope tasks as outlined in the Key Personnel table. Most importantly, these staff were selected based on their commitments to be solutions-oriented contributors .





Christine Marez, PE, LEED AP ETC (CUMMING GROUP)

Principal in Charge

Christine is a Vice President and head of Sustainability and ESG for Cumming's global portfolio supporting our clients to achieve carbon reduction and project and program sustainability goals. She is a LEED AP and ENV SP with extensive experience developing and managing projects in the public and private sectors overseeing decarbonization, sustainability and climate solutions, renewable energy, and battery storage strategies. Christine has over 30 years of experience managing large capital construction programs, and 11 years of experience in electric utility design and construction.

EDUCATION

- Bachelor of Science, Electrical Engineering, California State University, Los Angeles

CERTIFICATIONS

- Leadership in Energy and Environmental Design (LEED) Accredited Professional
- Certified Inspector General (CIG)
- Envision Sustainability Professional (ENV SP)
- ISO 20121 Implementation Lead
- GBAC™ Star Accreditation Certified (Global Biorisk Advisory Council)

AFFILIATIONS

- Society of Hispanic Professional Engineers (SHPE)
- Construction Management Association of America (CMAA)
- United States Green Building Council (USGBC-LA), Executive Board, Vice Chair

PUBLICATIONS / PRESENTATIONS

- Yale University Sustainability: Mechanical Systems Usage & Economics, Yale University Sustainability: Mechanical Systems Usage & Economics

REPRESENTATIVE EXPERIENCE

City of Ellensburg, Sustainability, Climate, and Energy Master Plan
City of Ellensburg, WA
Christine overseas the development of a Sustainability and Climate Action Plan for the City of Ellensburg that can be real time and incorporates operations, community resources, and planning criteria for capital improvement projects. Cumming is focused on identifying mitigation measures to meet or exceed compliance with State and Federal policy objectives, including the Clean Buildings Bill (HB 1257, 2019 & SHB 1768, 2021), Clean Energy Transformation Act (CETA) and the Climate Commitment Act (CCA). Cumming is recommending policy options achieving local goals with specific actions to meet energy system and building code compliance targets; and developing of a robust public participation program review of findings, gauge and incorporate community priorities in the planning process.

City of Oxnard, Climate Action Plan
Oxnard, CA
Leads Cumming's team of professionals for the update of the 2020 City of Oxnard CAP including tracking and reviewing GHG Emission Inventory development, data management, GHG emissions quantification, reporting, and verification; Cumming is supporting the City of Oxnard with the preparation and adoption of a comprehensive Climate Action Plan (CAP), in alignment with Senate Bill (SB) 32 and SB 379. The Cumming team is helping the City develop clear targets, goals, strategies, and actions to enable the City to achieve or exceed its GHG reduction goals while addressing climate adaptation, resilience, risks, and vulnerabilities. As part of this work, the team is preparing community wide and municipal GHG emissions inventories, forecasts, and targets. Based on that information, Cumming is aiding the City with identifying strategies and programs for GHG emissions reduction. As part of the broader CAP development effort, the team is conducting citywide climate change vulnerability and risk assessments to inform the city's resilience and adaptation strategies. Cumming is also leading the stakeholder engagement effort to solicit feedback through the development of the CAP.

County of San Diego, Energy Resiliency and Equity Report
San Diego, CA
Cumming is providing ongoing sustainability services in the areas of energy, water, and waste to the County of San Diego. For this specific project, Cumming is preparing an Energy Resiliency and Equity Report, which entails the development of options for pilot programs/incentives will inform the County's Climate Action Plan Update and other future planning efforts. The report provide a summary of electrical grid conditions, an evaluation of community-scale climate and energy vulnerability in the unincorporated County, and recommendations around programs supporting building-level electrification and energy efficiency. Christine co-led the development of this technical report to the County, which is aimed at exploring options to enhance community resiliency to energy emergencies throughout the unincorporated areas.

Los Angeles County Metropolitan Transportation Authority, Sustainability Program Management
Los Angeles, CA
Christine works side-by-side with Metro's Office of Sustainability and Environmental Services Department advancing Metro's sustainability goals and performance and supporting the comprehensive delivery of sustainability services for Metro's daily

operations and capital construction activities across LA County, including 21 Bus and Rail Operating Divisions, bus and rail stops/stations, and a $40B capital construction program. In this capacity, and has led the development of Los Angeles Metro's annual Sustainability Report since 2017, including data collection, analysis, report writing, graphics, development of an interactive reporting dashboard, and annual sustainabilty and climate data reporting. Christine oversees a large integrated team of staff and sub-consultants and supports the planning, budgeting, reporting, and administration of Cumming's consultant contract and project-specific task orders for the following programs: Since 2017, Cumming has led the development and publication of Los Angeles Metro's annual Sustainability Report and GHG emissions inventory (Scopes 1, 2 and select 3), including all aspects of data collection, trend analysis, report writing, graphics, and report production.

Orange County Transportation Authority (OCTA), Climate Adaptability and Sustainability Plan
Orange County, CA
Principal in Charge for the delivery of services to the Orange County Transportation Authority (OCTA) for climate action, adaptation planning and vulnerability assessment services. Cumming is performing a Gap Analysis to develop a more thorough climate adaptation and sustainability plan. Our team's scope of work includes GHG emissions inventory, climate vulnerability assessment, and the development of OCTA's Climate Adaptation and Sustainability Plan. Cumming is helping OCTA identify strategies and programs to drive GHG reductions with a particular focus on the development of energy strategies including energy efficiency and conservation measures, renewable energy generation, clean power purchasing, microgrid and storage technology, and building electrification. The Plan will identify emission reduction and adaptation measures and strategies and will serve as a foundation for OCTA to utilize to further its climate adaptation efforts and GHG emissions reduction for the future.

County of San Diego, Renewable Energy Overlay District Development, Planning & Transportation
San Diego, CA
Project Director for development of the County's Renewable Energy Overlay District and options for range of Options to streamline the environmental review process for renewable energy projects for the Board's consideration that is informed by research, best practices, analysis, and stakeholder engagement. Christine provided oversight for outreach activities to community members, stakeholders, solar PV developers, cities, and neighboring municipalities.

New York Climate Exchange (NYCE) / Stonybrook University Governor's Island Project
New York City, NY
Cumming provides sustainability project oversight and advisory services for the developing of the New York Climate Exchange, this first-of-its-kind international center for the research and development of dynamic solutions to our global climate crisis. The Exchange will also serve as a hub for New Yorkers to benefit from the new green economy by offering workforce development training and educational exhibits. Cumming has developed the project Sustainability Roadmap and implemented a sustainability review process for project designers, engineers, and consultants to assure the achievement of Living Building Challenge, Passive House, LEED, TRUE, and WEDG for specific sustainability elements. Cumming is also identifying sustainability innovation opportunities, strategic partnerships and demonstration projects, and contributing to the project sustainability narrative. The comprehensive scope of services include: Long-range strategic planning, Energy efficiency (decarbonization), infrastructure project development for energy, water, and waste resource conservation measures, renewable energy, energy management, climate resiliency, materials selection (embodied carbon review), and operational GHG emissions management.



Emma Sorrell, ENV SP, GRI CP, TRUE ADVISOR (CUMMING GROUP)

Senior Director - Sustainability

Emma is the Senior Director of Sustainability for Cumming Group's Energy and Sustainability team. She has over twelve years of experience spearheading and managing all aspects of comprehensive sustainability programs, including strategic planning, program development, and project implementation services across a wide range of sustainability topic areas. Emma brings a systems approach to her work and is effective at identifying synergistic opportunities and working across silos to build effective partnerships that advance sustainability goals. Emma's current focus areas include sustainability strategic planning, climate action planning, annual reporting, sustainable procurement, solid waste reduction & diversion, water management, sustainable operations, and behavioral change.

EDUCATION

- Bachelor of Science, Urban & Environmental Policy, Occidental College, Los Angeles, CA
- Magna cum Laude, Distinction with Honors
- Phi Beta Kappa Scholar

CERTIFICATIONS

- GRI Certified Professional, Global Reporting Initiative, 2023
- Envision Sustainable Professional (ENV SP), Institute for Sustainable Infrastructure
- TRUE Advisor – TRUE Zero Waste Rating System, Green Business Certification Inc. (GBCI)
- ISO 20121 Implementation Lead, International Organization for Standardization (ISO)
- Certified Employee Transportation Coordinator, South Coast Air Quality Management District (SCAQMD)

CORE CAPABILITIES

- Data Management
- Greenhouse Gas Accounting
- Project Management
- Strategic Planning
- Sustainability Reporting
- Sustainable Supply Chain

SOFTWARE SKILLS

- Microsoft Office Suite

PUBLICATIONS / PRESENTATIONS

- Cumming Insights - White Paper

AWARDS / HONORS

- Innovative Waste Reduction Best Practice Award, , 2017

REPRESENTATIVE EXPERIENCE

City of Ellensburg Sustainability, Climate, and Energy Master Plan
City of Ellensburg, WA
Emma is the Cumming Group Project Director overseeing the development of a Sustainability and Energy Plan for the City of Ellensburg in partnership with McKinstry. Building on the City's Strategic Vision for 2022 – 2027, which includes Sustainable Energy and Sustainable Infrastructure among its guiding strategic pillars, the plan will establish a cohesive roadmap detailing how the sustainability and energy portions of the strategic vision will be executed, while remaining in compliance with state energy legislation, including the Clean Buildings Bill (HB 1257, 2019 & SHB 1768, 2021), Clean Energy Transformation Act (CETA) and the Climate Commitment Act (CCA). Cumming Group is preparing both municipal and community wide baseline GHG emission inventories, and is assisting the City with developing clear targets, goals, and strategies to meet and exceed its strategies plan goals. The plan also considers the needs and impacts to the most vulnerable in the community.

City of Oxnard, GHG Inventory, Climate Action & Adaptation Plan
Los Angeles, CA
Cumming supported the City of Oxnard with the preparation and adoption of a comprehensive Climate Action Plan (CAP), in alignment with Senate Bill (SB) 32 and SB 379. The Cumming team is helping the City develop clear targets, goals, strategies, and actions to enable the City to achieve or exceed its GHG reduction goals while addressing climate adaptation, resilience, risks, and vulnerabilities. As part of this work, the team is preparing community wide and municipal GHG emissions inventories, forecasts, and targets. Based on that information, Cumming is aiding the City with identifying strategies and programs for GHG emissions reduction. As part of the broader CAP development effort, the team is conducting citywide climate change vulnerability and risk assessments to inform the city's resilience and adaptation strategies. Cumming is also leading the stakeholder engagement effort to solicit feedback through the development of the CAP.

Orange County Transportation Authority, Climate Action & Adaptation Plan
Orange County, CA
Emma is serving as the Project Director for Cumming to provide the agency's first Climate Action and Sustainability Plan (CASP) and adaptation planning and vulnerability assessment services. Cumming supported OCTA in identify strategies and programs to drive GHG reductions with a particular focus on the development of energy/fuel strategies including clean vehicle technology, alternative fuels, energy efficiency and conservation measures, renewable energy generation, clean power purchasing, and building electrification. The Plan identifies emission reduction and adaptation measures and strategies and will serve as a foundation for OCTA to further its climate adaptation efforts and GHG emission reductions for the future.

North County Transit District, Sustainability and Climate Action Plan
City, State
As the Project Director, Emma is leading the Cumming team in developing a Sustainability and Climate Action Plan for the North County Transit District (NCTD) in northern San Diego County. The plan will fulfill the requirements of the Federal Transit Administration's "Sustainable Transit for a Healthy Planet Challenge" and align with the APTA Sustainability

Commitment and various state climate goals. The project will establish a baseline for the agency's operational GHG emissions as well as regional GHG displacement as a result of providing transit service and taking cars off the road. The plan will model NCTD's projected emission reductions through their transition to a zero-emission bus fleet and will identify further emission reduction measures such as renewable energy, microgrid and storage technology, waste diversion, etc.

LA Metro, Annual Sustainability Reporting
Los Angeles, CA
Since 2017, Emma has led the development and publication of Los Angeles Metro's annual Sustainability Report and GHG emissions inventory (Scopes 1, 2 and select 3), including all aspects of data collection, trend analysis, report writing, graphics, and report production. Metro reports annually on two sets of sustainability metrics - custom metrics from the agency's 10-year sustainability strategic plan, Moving Beyond Sustainability, as well as the industry standard metrics defined by the APTA Sustainability Reporting guidelines. As such, their report includes 30 different sustainability performance metrics ranging from emissions and natural resource use, to workforce development and sustainable procurement. The report conforms with The GHG Protocol, the APTA Sustainability Commitment, ISO 14064, and other applicable standards governing sustainability reporting and verification for public agencies.

LA Metro, Climate Action and Adaptation Plan Implementation Support
Los Angeles, CA
Emma is responsible for managing the CAAP implementation tracking system, including monitoring the implementation progress of the Plan measures, as well as other climate related initiatives. The tracking system includes interim milestones, GHG accounting protocols, data collection processes, and data storage systems.

Long Beach Unified School District, District-wide Sustainability/Decarbonization Plan
Long Beach, CA
Cumming created a thorough, District-wide analysis of the District's energy, water, and waste impacts, past projects and current operations. The analysis includes growth, utility trends and pricing projections, and planned construction and energy/water/waste reduction projects. The analysis identifies projects and operational changes where carbon and resource impacts can be reduced, and provides project specifics such as cost, payback, project timelines, energy and carbon impacts. The Plan is a detailed roadmap of how the District can achieve Net Zero and other goals, such as Building HVAC Electrification, Decarbonization, Fleet Electrification, Zero Waste, Solar PV and Battery Storage.

Santa Monica-Malibu Unified School District, Sustainability Strategic Plan
Santa Monica, CA
Emma spearheaded the development of the District's award-winning Sustainability Strategic Plan. Developed through a year-long, collaborative process involving the Board of Education, facilities staff, educators, students, parents, and community members, the plan established long-range goals and a systematic roadmap to help the District implement and achieve sustainability across their education, planning, construction, and operational functions. The plan was unanimously adopted by the SMMUSD Board of Education in March 2019 and earned a prestigious Sustainable Quality Award from the City of Santa Monica.

UCLA, Sustainability Manager - Housing & Hospitality Services
Santa Monica, CA
Emma directed the UCLA Housing & Hospitality Services Sustainability Program and was responsible for strategic initiatives to achieve the university's sustainability policy goals including carbon neutrality and zero waste. In this role, Emma oversaw the development, implementation, maintenance and tracking of sustainability programs for over 10 million square feet of building space including housing for 20,000 residents, 3 hotels/conference centers, 9 restaurants, and a large-scale catering operation that provide service to over 110,000 conference attendees per year.



Louis Spanias, ENV SP (CUMMING GROUP)

Project Manager

Louis is a Senior Sustainability Manager for Cumming's Energy and Sustainability team. He is a sustainability and climate practitioner with over a decade of experience leading sustainability, decarbonization, climate change mitigation including extensive GHG Emission inventory experience and climate adaptation and resilience projects for public and private sector clients. Louis has led projects and programs from the building scale up to the regional level for cities, counties, public agencies, community choice aggregators, and businesses, including several strategic climate and sustainability plans across the United States. Louis also brings experience centering diversity, equity, and inclusion (DEI) in company operations and client projects: he has guided community engagement efforts for urban plans and chaired DEI committees for consulting firms and international associations.

EDUCATION

- Master of Science, Nature, Society and Environmental Policy, University of Oxford, Oxford, UK
- Bachelor of Science, Society and Environment, Minor: Public Policy, University of California, Berkeley

CERTIFICATIONS

- Airport Carbon Accreditation Verifier, ACI Europe, 2020
- Envision Sustainability Professional (ENV SP), Institute for Sustainable Infrastructure, 2019

CORE CAPABILITIES

- Alternative Fuels
- Climate Vulnerability Assessment
- Community Engagement
- Compliance Reporting
- Contract Administration
- Contract Drafting & Negotiations
- Cost-Benefit Analysis
- Curriculum Development
- Dashboards
- Data Analysis
- Data Management
- Editing
- Educational Programs
- Electric Vehicles
- Electric Vehicle Charging
- Emissions Modeling
- Energy Conservation
- Energy Resilience
- Existing Conditions Assessment
- Facilities Operations & Performance
- Feasibility Studies
- Geospatial Analysis
- Government Programs
- Greenhouse Gas Accounting
- Literature Review
- Market Research
- Program Management
- Project Management
- Public Speaking & Presentations
- Renewable Energy

REPRESENTATIVE EXPERIENCE

City of Ellensburg, Sustainability and Energy Plan
Ellensburg, WA
Louis served as Project Manager for the development of a Sustainability and Energy Plan for the City of Ellensburg. Scope of work included an existing conditions assessment, internal stakeholder engagement, a baseline assessment of greenhouse gas emissions, and a final draft of the plan.

County of San Diego, Hydrogen Fueling Readiness Report
San Diego, CA
Louis is managing the delivery of services for Cumming Group as it helps the County prepare a Climate Action Plan Update to reduce greenhouse gas emissions across the unincorporated county area and County facilities. Activities include developing a report to determine the potential needs for hydrogen fueling in the unincorporated area. The report will cover regulatory and planning conditions, an overview of available technologies, and considerations pertaining to hydrogen fueling co-benefits, workforce needs, and equity. It also will evaluate existing transportation patterns and hydrogen infrastructure to determine priority sites for hydrogen fueling infrastructure. The report will conclude with a review of County practices and processes pertinent to hydrogen fueling and provide opportunities for the County to support the advancement of hydrogen fueling in the unincorporated area.

Orange County Transportation Authority, Climate Action & Adaptation Plan
Orange County, CA
For this project, Cumming Group is developing a climate adaptation and sustainability plan for Orange County Transportation Authority (OCTA). The scope of work has three primary elements: a greenhouse gas emissions inventory, a climate vulnerability assessment, and the final Climate Adaptation and Sustainability Plan. Louis developed the emissions inventory and forecasting analyses for OCTA's Climate Adaptation and Sustainability Plan and was a significant contributor to the draft of the plan.

North County Transit District, Sustainability and Climate Action Plan
Oceanside, CA
Louis is overseeing the execution and delivery of services for the. development of the North County Transit District's (NCTD) Sustainability and Climate Action Plan. Scope of work includes a current conditions assessment, a baseline greenhouse gas emissions inventory, emissions calculation training for NCTD staff, goal development, and a final draft of the plan. Louis also specifically led the development of the greenhouse gas emissions inventory and accompanying training and calculation materials for NCTD.

LA Metro, Sustainability Program Assistance Services
Los Angeles, CA
Louis works side-by-side with Metro's Office of Sustainability and Environmental Services Department managers and staff to systematically advance Metro's sustainability and climate goals and performance. Project roles include:

Program Manager, Environmental Commodities: Louis oversees compliance reporting and data management on alternative fuels at Metro, including electric vehicle charging stations (EVCS) for buses, non-revenue vehicles, and Metro patrons, renewable and compressed natural gas for buses, and electricity for light and heavy rail. Louis helps Metro manage its quarterly and annual reporting to the California Air Resource Board's (CARB) Low Carbon Fuel Standard (LCFS) and the U.S. Environmental Protection Agency's (EPA) Renewable Fuel Standard (RFS) program.

Program Manager, Electrical Vehicle Charging Station Program: Louis oversaw the operation and management of over 100 EVCS owned by LA Metro. Louis worked with a third-party contractor and Metro facilities professionals to maintain Metro's EVCS network, which included management of a >$600K contract with an EVCS network provider.

Technical Lead and Project Manager, Moving Beyond Sustainability Plan Development, Implementation, and Reporting: Louis co-led the technical analyses and drafting of Metro's 10-year strategic sustainability plan, Moving Beyond Sustainability. Louis also supported multiple facets of the plan's implementation through managed programs and helped develop sustainability reports, GHG emissions inventories, and a public-facing performance dashboard leading up to and after the plan's adoption in 2020.

City of Oxnard, Climate Action and Adaptation Plan
Oxnard, CA
Louis briefly supported the development of the City's Climate Action and Adaptation Plan (released in 2022.) Louis also provided analytical and strategy development support that informed the plan's baseline and projected emissions inventories, as well as its building emissions mitigation strategies.

County of San Diego, Energy Resiliency and Equity Report
San Diego, CA
Louis co-led the development of an Energy Resiliency and Equity Report, which entails the development of options for pilot programs/incentives will inform the County's Climate Action Plan Update and other future planning efforts. The report provide a summary of electrical grid conditions, an evaluation of community-scale climate and energy vulnerability in the unincorporated County, and recommendations around programs supporting building-level electrification and energy efficiency.

City of Tucson, Climate Action and Adaptation Plan
Tucson, AZ
The City of Tucson declared a Climate Emergency in September 2020 and committed to both achieving municipal carbon neutrality by 2030 and preparing a climate action and adaptation plan, titled Tucson Resilient Together (or Tucson Unidos somos resilientes in Spanish). Scope components include an existing conditions assessment, community engagement, greenhouse gas emissions analyses, and the development of the final plan with supporting implementation and monitoring and evaluation plans. Louis served as the project manager for this plan while working at a different firm.

County of Santa Clara, Building Characterization Study and Resilience Recommendations
Santa CLara, CA
Through a task order with Silicon Valley Clean Energy, the County of Santa Clara contracted Buro Happold to develop a building characterization study and preliminary resilience recommendations. The study will assess residential and commercial buildings in the unincorporated areas, which will inform recommendations for energy resilience and equity-centered programs in those areas on behalf of the County. Louis developed the scope of work for the task order, initiated the project, and participated in early elements of the building characterization analyses with the County shortly before departing Buro Happold.



Heidi Rous, CPP (KIMLEY-HORN)

Climate Adaptation Lead

Heidi has over 30 years of experience providing comprehensive multi-media environmental risk management and assessment services, including climate vulnerability assessments (CVAs), climate action and adaptation plans (CAAPs), greenhouse gas (GHG) inventories and mitigation strategies, policy and compliance tracking and training, and CEQA documentation. Heidi currently serves as the Project Manager for the climate vulnerability assessment and adaptation planning portion of OCTA's Climate Adaptation and Sustainability Plan (CASP), Task Lead for Anaheim's CAP and analyses in support of the PEIR, and served as the Project Director for the Southern California Association of Government's (SCAG's) innovative Regional Climate Adaption Framework project, wherein the Southern California Climate Adaptation Planning Guide (October 2020) was developed. She is currently managing numerous climate and resiliency projects including CVAs describing and evaluating the degree to which a city or county's natural, built, and human systems are at risk of exposure to climate change impacts, including drought and altered precipitation patterns, extreme weather, changes in temperature, increased air pollutants, wildfires, sea level rise, and flood risk. Heidi has managed the creation of Environmental Justice Strategies or Elements to address the specific needs of disadvantaged and vulnerable communities, conducting public outreach, and suggesting new and revised policies and plans.

She is up to date with current applicable modeling tools and is highly fluent with relevant guidance, policies, and regulations related to GHG inventories, air pollutant and health effects modeling, adaptive planning, and climate vulnerability. Heidi has led numerous GHG and climate change projects including community- and agency-wide CAPs, CAAPs, and other project- and program-level GHG reduction plans and adaptation studies. Heidi has extensive experience in preparing community- and agency-wide climate adaptation and mitigation plans and is managing the development of many new climate resilience elements in accordance with Washington's HB1181. She recently developed and delivered an hour-long webinar for the Air & Waste Management Association entitled "Integrating Climate Vulnerability Assessments in Long-Term Transportation, Land Use, and Infrastructure Planning."

EDUCATION

- Bachelor of Science, Physics, California State Polytechnic University, Pomona

CERTIFICATIONS

- Certified Permitting Professional (CPP) registered with South Coast Air Quality Management District #86027
- GPRO Certified, Urban Green Council

REPRESENTATIVE EXPERIENCE

- Orange County Transportation Authority (OCTA), Climate Adaptability and Sustainability Plan, Orange County, CA
- Lewis County, Comprehensive Plan Periodic Update and Climate Resilience Element, Lewis County, WA
- City of Anaheim, Community Climate Action Plan (CAP) and PEIR, Anaheim, CA
- City of El Monte, Climate Action Plan, El Monte, CA
- Seaport Village Redevelopment Project, Net Zero GHG Plan, San Diego, CA
- Port of Virginia, Decarbonization Plan, Norfolk, VA
- Confidential Industrial Client, Net Zero GHG Plan, Southern California
- City of Menifee, Climate Vulnerability Assessment, Safety Element, and Environmental Justice, Menifee, CA
- City of Hemet, Climate Vulnerability Assessment, Safety Element, and Environmental Justice Element, Hemet, CA
- City of Dublin, Safety Element Update and Climate Vulnerability Assessment, Dublin, CA
- City of Brentwood, Safety Element Update and Climate Vulnerability Assessment, Brentwood, CA
- City of Solana Beach, Safety Element Update, Climate Vulnerability Assessment, and Environmental Justice Element, Solana Beach, CA
- City of Beverly Hills, Safety Element Update and Climate Vulnerability Assessment, Beverly Hills, CA
- Napa Valley Transit Authority, Raise Grant Submittal – Air Quality and Greenhouse Gas Supplement, Napa, CA



Tim Zhang, SASB FSA, LEED AP (CUMMING GROUP)

GHG Mitigation Lead

Tim is the Senior Climate Manager for Cumming's Energy and Sustainability team, with over six years of experience and key expertise in GHG accounting, renewable energy procurement, ESG strategy, reporting, and corporate climate risk assessment. He has strong analytical, project management, and stakeholder engagement skills. He leads the climate change services for Cumming Group. Tim has worked Fortune 500 companies in the tech, apparel, consumer products, medical and manufacturing industries. Tim is bilingual (English and Chinese) and has lived and worked in the USA and China. He is experienced in cross-cultural communications and thrives working with international teams with diverse and multi-disciplinary backgrounds.

Key expertise:

- Goal setting and science-based targets
- ESG Reporting (CDP, TCFD, GRI, SASB)
- Carbon and Water reduction roadmaps
- Renewable energy procurement (PPA, VPPA)
- Carbon pricing and trading
- Energy system modeling and analytics
- Benchmarking & Portfolio Analysis
- Stakeholder Engagement

EDUCATION

- Master of Engineering, Environmental Engineering, Duke University, Durham, NC
- Bachelor of Engineering, Environmental Engineering & Bachelor of Administration, Business Administration, China Agricultural University, Beijing, China

CERTIFICATIONS

- Certificate in ESG Investing, CFA Institute, 2021
- Fundamentals of Sustainability Accounting (FSA) Credential, SASB/IFRS Foundation, 2022
- LEED AP Operations + Maintenance, Green Business Certification Inc. (GBCI), 2019
- Qualified Water Efficient Landscaper, Alliance for Water Efficiency, 2020

CORE CAPABILITIES

- Emission Modeling
- ESG Reporting
- GHG Accounting
- Supplier Sustainability Training
- Supply Chain Engagement
- Water Accounting
- Water Risk Assessment

SOFTWARE SKILLS

- ArcGIS
- Energy Toolbase
- Excel VBA
- GaBi
- Google Earth
- Matlab
- Microsoft Office Suite
- Python
- QGIS
- R
- RETScreen
- Tableau

REPRESENTATIVE EXPERIENCE

City of Ellensburg Sustainability, Climate, and Energy Master Plan
City of Ellensburg, WA
Tim is the GHG Inventory Manager leading the development of the GHG Inventory for the City of Ellensburg that accounts for the municipal and community's Scope 1, 2, and selected Scope 3 emissions following GHG Protocol guidance for the public sector and leveraging the EPA GHG intensity tool for the local government. Cumming is focused on identifying mitigation measures to meet or exceed compliance with State and Federal policy objectives, including the Clean Buildings Bill (HB 1257, 2019 & SHB 1768, 2021), Clean Energy Transformation Act (CETA), and the Climate Commitment Act (CCA). Cumming is recommending policy options to achieve local goals with specific actions to meet energy system and building code compliance targets; and developing of a robust public participation program review of findings, gauge and incorporate community priorities in the planning process.

LA Metro, Annual Sustainability Reporting
Los Angeles, CA
Tim supports the development and publication of Los Angeles Metro's annual Sustainability Report and GHG emissions inventory (Scopes 1, 2 and select 3), including all aspects of data collection, trend analysis, report writing, graphics, and report production. Metro reports annually on two sets of sustainability metrics - custom metrics from the agency's 10-year sustainability strategic plan, Moving Beyond Sustainability, as well as the industry standard metrics defined by the APTA Sustainability Reporting guidelines. As such, their report includes 30 different sustainability performance metrics ranging from emissions and natural resource use to workforce development and sustainable procurement. The report conforms with The GHG Protocol, the APTA Sustainability Commitment, ISO 14064, and other applicable standards governing sustainability reporting and verification for public agencies.

Orange County Transportation Authority, Climate Action & Adaptation Plan
Orange County, CA
Tim is serving as the Senior Climate Manager for Cumming to provide climate action, adaptation planning, and vulnerability assessment services to the Orange County Transportation Authority (OCTA). Our team's scope of work includes conducting a GHG emissions inventory, climate vulnerability assessment, and the development of OCTA's Climate Adaptation and Sustainability Plan. The final phase of work also includes developing an annual reporting framework and metric calculation template to support OCTA with annual reporting.

AFFILIATIONS

- American Society of Adaptation Professionals (ASAP)

PUBLICATIONS / PRESENTATIONS

- The Proposed SEC Climate Disclosure Rule and What it Means for Students, Duke Fuqua School of Business, Mar 2022
- What SEC's Climate Disclosure Rule Could Mean for Students and Job Seekers, GreenBiz, Mar 2022
- WSP USA Climate and Sustainability Experts Examine Details of the New Federal Climate Rule Requirements for Federal Suppliers and Contractors, WSP Insights, Dec 2022

AWARDS / HONORS

- EDF Climate Corps Fellowship, Premier Graduate-Level Fellowship in Environmental Impact, Environmental Defense Fund, 2019
- EDF Climate Corps Alumni Service Award, Environmental Defense Fund, 2023

LANGUAGES

- Chinese
- English
- Spanish

North County Transit District, Sustainability and Climate Action Plan
Oceanside, CA
As the Senior Climate Manager, Tim is leading the Cumming team in developing a baseline GHG inventory (Scopes 1, 2, and 3) and supporting the development of the Sustainability and Climate Action Plan for the North County Transit District (NCTD) in northern San Diego County. The GHG inventory result will fulfill the requirements of the Federal Transit Administration's "Sustainable Transit for a Healthy Planet Challenge" and align with the APTA Sustainability Commitment and various state climate goals. The project will establish a baseline for the agency's operational GHG emissions as well as regional GHG displacement as a result of providing transit service and taking cars off the road. The plan will model NCTD's projected emission reductions through their transition to a zero-emission bus fleet and will identify further emission reduction measures such as renewable energy, microgrid, and storage technology, waste diversion, etc. Tim will also support the development of NCTD's annual sustainability report through 2025, which will communicate performance on the agency's selected sustainability performance metrics and goals in alignment with GRI and other applicable reporting standards.

Long Beach Unified School District, Districtwide Multiple Projects
Long Beach, CA
Tim is the lead Climate Manager overseeing Cumming's development of Long Beach Unified School District's first District-wide Sustainability Plan. The scope of work includes analysis of growth, utility trends and pricing projections, and planned construction and energy/water/waste reduction projects. The energy and climate analysis identifies projects and operational changes where carbon and resource impacts can be reduced and provides project specifics such as cost, payback, project timelines, and energy and carbon impacts. The Plan is a detailed roadmap of how the District can achieve Net Zero and other goals, such as Building HVAC Electrification, Decarbonization, Fleet Electrification, Zero Waste, Solar PV, and Battery Storage and current conditions assessment, stakeholder engagement, baseline assessments and target-setting for sustainability performance, goal and strategy development, and development and implementation support of the final plan.

ESG Report and Materiality Assessment, Confidential Hospitality Client
Tim led the GHG inventory development and ESG materiality assessment for CDP reporting purposes for a confidential global top 3 hospitality client for 2 consecutive years. Through Tim's guidance on the improvement of a more comprehensive GHG inventory and collaboration with the client, the client achieved CDP score improvement in the CDP Climate Change module in both the 2021 and 2022 reporting years.

Global #1 Coffee Retailer, Enterprise GHG, Water and Waste Inventory
Seattle, WA
Tim led the GHG inventory (scope 1, 2, and 3), water inventory, and waste inventory for the confidential food and beverage client based in Seattle. Tim also supported the CDP climate and water risk reporting for this client. Tim and his colleagues presented the carbon, water, and waste inventory results to the client's Chief Sustainability Officer. Through Tim's guidance and efforts from the client, the client achieved CDP score improvement for 2 consecutive years in both 2021 and 2022.

Science-based Target Initiative, Confidential Global Airline Company
Tim supported the net-zero target development for a leading global airline company and successfully helped the client secure official approval from the Science-based Target Initiative. He researched the Sustainable Aviation Fuel (SAF) market status and provided strategic advice to the airline client on fuel decarbonization pathways.



Morgan Rose, (CUMMING GROUP)

Engagement Lead

Morgan is a Sustainability Project Manager for Cumming's Energy and Sustainability Team. As a Master of Urban Planning (MUP), Morgan specializes in climate and sustainability planning and program management in built environment contexts. She has over 6 years of experience managing programs, plans, and partnerships for a diverse range of city, state, public, and nonprofit clients.

EDUCATION

- Master of Urban Planning, University of Southern California, Los Angeles, CA
- Bachelor of Arts, International Development Studies, University of California, Los Angeles

CORE CAPABILITIES

- Data Management
- Project Management
- Strategic Planning
- Urban Planning

CORE CAPABILITIES

- Adobe Suite
- Google Suite
- Microsoft Office Suite
- Python

AWARDS / HONORS

- Dean's Certificate of Merit, Projects Related to Urban Planning Master's Degree, USC Price, 2023
- Lowdon Wingo Prize, Exemplary Academic Achievement in Urban Planning, USC Price, 2023
- International Development Studies Academic Award, Award for Exceptional Thesis Project, UCLA, 2017

REPRESENTATIVE EXPERIENCE

City of Ellensburg, Sustainability and Energy Plan
Ellensburg, WA
Morgan supported Cumming's development of a Sustainability and Energy Plan for the City of Ellensburg in Washington. This Plan establishes a cohesive roadmap detailing how the City will comply with state energy legislation and successfully execute the sustainability and energy portions of its strategic vision. A key part of Morgan's role in this project involved analyzing and embedding feedback from the City's community engagement efforts into the Plan's targets, goals, and strategies.

LA Metro, Bus Stop Improvements Project
Los Angeles, CA
Morgan is Project Manager for the Bus Stop Improvements Program at LA Metro. The Bus Stop Improvements Program seeks to facilitate a regionwide conversation focused on enhancing bus stops in Greater Los Angeles. It fosters collaboration across jurisdictions to support the development of both technical and financial strategies that enhance the infrastructure, safety, and customer experience of bus stops in Los Angeles County. Morgan is currently overseeing the development of a robust Program website and resource hub, which will provide Angelenos and jurisdictions access to key materials, tools, and convening opportunities related to bus stop improvements.

LA Metro, Moving Beyond Sustainability Reporting and Dashboard
Los Angeles, CA
Morgan supports sustainability reporting and communications for LA Metro. In alignment with Metro's 10-year sustainability strategic plan "Moving Beyond Sustainability," Morgan develops sustainability communications and reporting materials, conducts QA/QC for online sustainability dashboard reporting, and helps manage the content on Metro's sustainability web page.

North County Transit District, Sustainability and Climate Action Plan
Oceanside, CA
Morgan is supporting Cumming as it develops a Sustainability and Climate Action Plan for the North County Transit District (NCTD) in northern San Diego County. The plan will fulfill the requirements of the Federal Transit Administration's "Sustainable Transit for a Healthy Planet Challenge" and align with the APTA Sustainability Commitment and various state climate goals. The project will establish a baseline for the agency's operational GHG emissions as well as regional GHG displacement as a result of providing transit service and taking cars off the road. The plan will model NCTD's projected emission reductions through their transition to a zero-emission bus fleet and will identify further emission reduction measures such as renewable energy, microgrid and storage technology, waste diversion, etc.

LA Metro, Sustainability Youth Program
Los Angeles, CA
Morgan serves as the Project Manager for Metro's Sustainability Youth Program. The Youth Program provides professional development pathways, educational initiatives, and leadership opportunities for young Angelenos interested in sustainability and the environment. Morgan leads strategic stakeholder engagement for this initiative. She convenes and facilitates strategic discussions across a diverse cohort of climate and sustainability professionals, internal stakeholders at Metro, and local youth affiliated with Metro's community programming. She coordinates and consolidates feedback derived

from these sessions into streamlined, actionable strategic plans that reflect wide-ranging stakeholder input.

LA Metro, Growing a Greener Workforce
Los Angeles, CA
Morgan manages day-to-day logistics and helps lead strategic direction for Metro's Growing a Greener Workforce Program. This Program provides both Metro employees and the general public with educational opportunities focused on climate and sustainability. A core part of Morgan's work with this Program involves developing strategic outreach plans to best engage both internal Metro employees and Angelenos interested in learning more about sustainability. Morgan leads sessions with internal Metro stakeholders, local environmental nonprofits, and other community-based groups to better understand how to most effectively reach diverse audiences through this Program, with a focus on vulnerable and overburdened Angelenos, and she translates the results of these efforts into strategic outreach plans with ample opportunities for ongoing iteration and refinement.



Katya Balakhovsky, SASB FSA, ENV SP (CUMMING GROUP)

Emission Reduction Specialist

Katya is a Senior Project Manager on Cumming's Sustainability and climate services team. Katya specializes in sustainability, climate, and Environmental Social Governance (ESG), and has 5 years of experience supporting clients through all phases of sustainability and climate planning. This includes rigorous data analysis for the development of baseline calculations, such as carbon footprints and facility energy profiles. Katya also oversees stakeholder engagement efforts for public agency clients to ensure an effective goal setting approach. Katya assists clients in leveraging baseline data and stakeholder input for the development of achievable targets and strategies related to energy and climate. Katya also participates in the implementation of sustainability programs, including extensive experience managing training programs related to sustainability.

EDUCATION

- Bachelor of Science, Environmental Studies, University of Southern California, Los Angeles, CA

CERTIFICATIONS

- Fundamentals of Sustainability Accounting (FSA) Credential Level 1
- Envision Sustainability Professional (ENV SP)

CORE CAPABILITIES

- Carbon Footprint
- Data Analysis
- Data Management
- GHG Analysis
- Materiality Analysis
- Net Zero
- Project Management
- Report-writing
- Solar Assessment
- Stakeholder Engagement
- Strategic Planning

LANGUAGES

- Italian
- Russian

REPRESENTATIVE EXPERIENCE

City of Oxnard, GHG Inventory, Climate Action & Adaptation Plan
Oxnard, CA
Katya is supporting the City of Oxnard with the preparation and adoption of a comprehensive Climate Action Plan (CAP), in alignment with Senate Bill (SB) 32 and SB 379. The Cumming team is helping the City develop clear targets, goals, strategies, and actions to enable the City to achieve or exceed its GHG reduction goals while addressing climate adaptation, resilience, risks, and vulnerabilities. As part of this work, the team is preparing community wide and municipal GHG emissions inventories, forecasts, and targets. Based on that information, Cumming is aiding the City with identifying strategies and programs for GHG emissions reduction. As part of the broader CAP development effort, the team is conducting citywide climate change vulnerability and risk assessments to inform the city's resilience and adaptation strategies. Cumming is also leading the stakeholder engagement effort to solicit feedback through the development of the CAP.

Val Verde Unified School District, Carbon Footprint Analysis & Net Zero Planning
Perris, CA
Cumming facilitated the comprehensive analysis of Val Verde Unified School District's carbon footprint, and oversaw the development of the Districts Net Zero Roadmap. This included ROI analysis for each carbon reduction measure, including lighting, controls, HVAC upgrades and replacements, and considerations for onsite renewables. As part of this project, Cumming conducted energy audits across district sites, and also conducted detailed feasbility analysis for solar at 14 sites, including financials and review of state and federal financial incentives.

North County Transit District, Sustainability and Climate Action Plan
Oceanside, CA
Cumming is developing North County Transit District's (NCTD) Sustainability and Climate Action Plan. Scope of work includes a current conditions assessment, a baseline greenhouse gas emissions inventory, emissions calculation training for NCTD staff, goal development, and a final draft of the plan.

Los Angeles Metropolitan Transportation Authority, Growing A Greener Workforce
Oceanside, CA
Katya oversees day-to-day logistics as well as strategic direction of Metro's Growing A Greener Workforce program, which is designed to promote Metro's sustainability program, create networking opportunities with key stakeholders, and serve as an engagement tool with equity-focused communities through sustainability education. Katya manages program curriculum, training administration staff, overall training strategy, marketing and coordination with program partners and key stakeholders. To date, the program has facilitated sustainability training and certification for over 1000 Metro employees and over 400 external community members.

Los Angeles Metropolitan Transportation Authority, Environmental Training Institute
Oceanside, CA
Katya oversees day-to-day logistics as well as strategic direction of Metro's Growing A Greener Workforce program, which is designed to promote Metro's sustainability program, create networking opportunities with key stakeholders, and serve as an engagement

tool with equity-focused communities through sustainability education. Katya manages program curriculum, training administration staff, overall training strategy, marketing and coordination with program partners and key stakeholders. To date, the program has facilitated sustainability training and certification for over 1000 Metro employees and over 400 external community members.

Orange County Transportation Authority, Climate Action & Sustainability Plan
Orange County, CA
Katya serves as the lead project manager for the development of OCTA's Climate Action & Sustainability Plan. Katya provides oversight as well as directly contributes to key activities such as GHG inventory calculations and scenario modelling, stakeholder engagement strategies, strategy and measure development, and development of a reporting framework. Cumming supported OCTA in identify strategies and programs to drive GHG reductions with a particular focus on the development of energy/fuel strategies including clean vehicle technology, alternative fuels, energy efficiency and conservation measures, renewable energy generation, clean power purchasing, and building electrification. The Plan identifies emission reduction and adaptation measures and strategies and will serve as a foundation for OCTA to further its climate adaptation efforts and GHG emission reductions for the future.

County of San Diego, San Diego, CA Equity, and Resiliency Feasibility Study and Technical Report
San Diego, CA
Cumming is providing Energy, Equity, and Resiliency services and conducting research and analysis and developing technical reports aimed at enhancing community resiliency to energy emergencies throughout the unincorporated area of the County. Katya oversees the delivery of an Electrical Grid Research and Overview Paper containing context/ background, description of energy procurement process, summary of research, permit and planning updates for energy infrastructure, and conclusion; an Evaluation assessment of vulnerabilities in unincorporated communities, Program Options section identifying potential actions the County can take to reduce vulnerabilities of affected communities; and an Analysis of local energy ordinance options, including cost, benefits, schedule, and anticipated adoption rates.

LA Metro Sustainability Program Management Services
Los Angeles, CA
Katya provides crucial project management support on a variety of sustainability-oriented projects for the Los Angeles Metro. She leads records management for environmental training, including analysis of data and writing quarterly reports for Metro's Growing a Greener Workforce Program. Katya is also a key player in external outreach initiatives to promote this program.



Jackie Tran, (KIMLEY-HORN)

Climate Adaptation Planner

Jackie is a planning analyst with experience in both the public and private sector. She specializes in Safety Element Updates and environmental technical documents under CEQA/NEPA for a variety of planning projects involving residential, redevelopment, infrastructure, and commercial uses. Her work focuses on existing conditions analysis, environmental policy, and community outreach. She has worked on long-range comprehensive planning projects, including Housing Element Updates, specific plans, and development code amendments as well as entitlement processing and design guidelines. Jackie has experience in coordinating with State and local agencies to ensure compliance with State requirements while also addressing community needs. Prior to working at Kimley-Horn, Jacqueline was a Project Coordinator under consultant contract with the County of Orange to review housing development for master planned communities.

EDUCATION

- Bachelor of Arts, Urban Studies, University of California, Irvine

REPRESENTATIVE EXPERIENCE

- City of Brentwood, Safety Element Update and Climate Vulnerability Assessment/ Housing Element Update, Brentwood, CA
- City of Santa Cruz, Safety Element Update/Housing Element Update, Santa Cruz, CA
- City of Scotts Valley, Safety Element Update/Housing Element Update, Scotts Valley, CA
- City of Beverly Hills, Safety Element Update, Beverly Hills, CA
- City of Solana Beach, Safety Element Update, Solana Beach, CA
- City of Hemet, Safety Element Update/Environmental Justice Element, Hemet, CA
- City of Dublin, Safety Element Update/Housing Element Update, Dublin, CA
- City of Hollister, Housing Element Update, Hollister, CA
- City of Arcadia, Housing Element Implementation Zoning Code Update, Arcadia, CA
- City of Arcadia, Rezones and Code Amendments Implementation Program - 6th Cycle Housing Element Update, Arcadia, CA
- Rancho Mission Viejo, Comprehensive Transportation Funding - Arterial Capacity Enhancement Grant, Orange County, CA
- Exeter Property Group, Exeter Cherry Valley Specific Plan, Beaumont, CA
- Moreno Valley Holdings LLC, Moreno Valley Mall Specific Plan, Moreno Valley, CA
- Greenlaw Partners LLC, Park 55 Air Quality, Greenhouse Gas, and Noise Technical Studies, Santa Ana, CA
- Raising Canes, Raising Canes Drive-Thru Improvements - Air Quality, Greenhouse Gas, and Noise Technical Studies, Costa Mesa, CA
- City of San Gabriel, 905-909 South Charlotte Avenue Development Project - Air Quality, Greenhouse Gas, and Noise Technical Memo, San Gabriel, CA



Danielle L. Garcia, (CUMMING GROUP)

Engagement Coordinator

Danielle is an environmental specialist with specific experience in Environmental Management System (ISO 14001) management and certification. Danielle has a background in environmental compliance and sustainability to help clients improve environmental performance and compliance obligations for transportation and infrastructure sectors and clients.

EDUCATION

- Bachelor of Science – Organizational Communication – 2014-2018, University of Portland, Portland, OR

CERTIFICATIONS

- ISO 14001: Lead Auditor Training (In Progress)

REPRESENTATIVE EXPERIENCE

County of San Diego Energy, Equity, and Resiliency
San Diego, CA
The County of San Diego (County) is currently preparing a Climate Action Plan Update (CAP Update). The overall objective of the CAP Update is to reduce greenhouse gas (GHG) emissions generated from activities within the unincorporated county and GHG emissions generated by County facilities and operational activities throughout the county, including facilities and operations located within incorporated cities. Based on County Board of Supervisors (Board) direction, this plan will meet State goals for Senate Bill 32 (i.e., 40% reduction in GHG emissions from 1990 levels by 2030) and establish actions to achieve net-zero carbon emissions by 2035 – 2045. Cumming Group was approved and currently providing the County of San Diego, Planning & Development Services (PDS) a report on Energy, Equity, and Resiliency services in response to the Board of Supervisor's direction to conduct research and analysis and develop technical reports inclusive of options aimed at enhancing community resiliency to energy emergencies throughout the unincorporated area of the County. Cumming Group understands the critical necessity of this technical work to inform the development of specific Climate Action Plan (CAP) measures as part of the County's CAP Update effort.

LA Metro Environmental Training Institute (ETI)
Los Angeles, CA
The Environmental Training Institute (ETI) Compliance Training program currently serves the purpose to train Metro personnel in the environmental aspects associated with hazardous materials, hazardous waste, underground storage tanks, aboveground storage tanks, storm water, recycling, and water and energy conservation concepts. Additionally, ETI will oversee the new agency wide training supporting the Sustainable Acquisition Program. Cumming will coordinate with Metro's Environmental Compliance and Sustainability Department (ECSD) to update, implement, and track the ETI program curriculum at all the enrolled EMS divisions that require annual refresher courses.

LA Metro Sustainability Council
Los Angeles, CA
Danielle provides administrative support to the Metro Sustainability Council and saying within compliance with committee laws including the Brown's Act. This support includes planning, organizing, coordinating and overseeing the operations of the sustainability council through:

- Agenda organization and development
- Procurement of discussion items for agenda
- Coordination with presenters (external and internal)
- Record keeping for attendance and council compensation
- Minutes and agenda package development and distribution

Los Angeles Metropolitan Transportation Authority, Growing A Greener Workforce
Los Angeles, CA
Danielle also oversees program development and stakeholder engagement efforts for Metro's Growing a Greener Workplace. This program includes outreach to the community and vendors for continuing education in Sustainablity, diversity, equity, and resiliency. Danielle assists scheduling classes, curriculum development, program design, enrollment, and facilitation of classes onsite at Metro. Her responsibilities also include the management of training participation, tracking, and development of management reports.

LA Metro, Environmental Management System ISO 14001 Services
Los Angeles, CA
Cumming Group provides environmental and sustainability services support Metro operations and capital programs. Our ISO certified professionals are responsible for operations environmental compliance and monitoring for twenty (20) Bus and Rail Operating Divisions. Specific services include administration of Environmental Management System ISO 14001:2015 certifications and annual re-certification; monthly core team and admin meetings; corrective action reports (CARs), mitigation measures; internal auditing and monitoring. Cumming Group manages federal, state, and local environmental regulatory compliance for underground tanks (UST/AST), refrigerants and air quality, and proper disposal of operations hazardous and non-hazardous liquid waste, while confirming compliance on a continual basis.

Project Scope Components

- Mitigation or other performance monitoring, analysis and reporting
- Support compliance with other federal, state and local ordinances
- Environmental Permitting support

Danielle was instrumental in the oversight of Metro's recent ISO14001 re-certification of Metro's (20) Bus and Rail Operating Divisions.

Port of Los Angeles (POLA), Environmental Management System IS) 14001
Los Angeles, CA
Cumming Group manages the Port's Environmental Management System (EMS) for operational best practices that help ensure compliance with federal, state, and local environmental regulations; continual improvement; and pollution prevention. This effort includes maintaining an EMS at the Construction and Maintenance Division. Using ISO 14001 provides assurance to internal stakeholders as well as external stakeholders that environmental impact is being measured and improved. Using the ISO 14001 framework of Plan>Do>Check>Act, the EMS builds on the Ports Environmental Policy to synchronize operational best practices with the larger environmental goals and helps to increase employee awareness on how they can reduce their impact on the environment.



Brett Reno, P.E. (CUMMING GROUP)

Seniro Energy Engineer

Brett Reno is a Senior Energy Manager for Cumming Group's Energy & Sustainability team and leads Cumming Group's energy operations and deliverables. Brett has extensive experience leading energy efficiency, distributed energy resources and decarbonization, and resiliency projects, programs, and teams. His experience includes both public agency and private clients in transportation, education, hospitality, retail, and healthcare.

EDUCATION

- Bachelor of Science, Mechanical Engineering, California State Polytechnic University, Pomona

CERTIFICATIONS

- Professional Engineer, Mechanical: HVAC and Refrigeration, NCEES, 2019

SOFTWARE SKILLS

- AGi32
- EnergyPlus
- Energy Toolbase
- eQUEST
- HelioScope
- HOMER Pro
- TRACE 700
- Python

REPRESENTATIVE EXPERIENCE

California Energy Commission CalSHAPE Program
Statewide, CA
Brett acts as Senior Energy Manager overseeing the program's requirements for program participation including (i) submittal of program funding applications, management of funding awards and distribution, (ii) performance of the HVAC Assessment of all air-handling units, rooftop units and unitary and single zone equipment of the school site's HVAC system and subsequent HVAC Assessment Report inclusive of results and findings from the assessment, (iii) development of site-specific estimates for the number and type of all HVAC systems at the site. Cumming Group manages procurement of HVAC and plumbing installers and oversees performance of the contractor for installation of HVAC filters and components, and plumbing fixtures and appliances. Clients include over 50 school districts.

River Delta School District, Solar & Energy Contract Evaluation
Rio Vista, CA
Performed a risk assessments and financial analysis of a proposed solar and energy efficiency contract and developed a detailed Technical Analysis and Risk Report that included multiple findings and recommendations to reduce investment costs, contract terms, production guarantee. Coordinated stakeholder engagement workshops between the contractor and school board to refine project scope at greatest benefit to the District.

Woodlake Unified School District, Solar Contract Evaluation
Woodlake, CA
Cumming Group performed a risk assessments and financial analysis of a proposed solar contract and developed a detailed Technical Analysis and Risk Report that included multiple findings and recommendations to reduce investment costs, contract terms, production guarantee; Cumming provided backup cost estimates for all equipment installation including electrical equipment and transformer upgrades.

LA Metro, Sustainability Reporting, and Data Management Protocol
Los Angeles, CA
Brett support the annual development and publication of Los Angeles Metro's annual Sustainability Report and GHG emissions inventory (Scopes 1, 2 and select 3), including all aspects of data collection, trend analysis, report writing, graphics, and report production. Metro reports annually on two sets of sustainability metrics - custom metrics from the agency's 10-year sustainability strategic plan, Moving Beyond Sustainability, as well as the industry standard metrics defined by the APTA Sustainability Reporting guidelines. As such, their report includes 30 different sustainability performance metrics ranging from emissions and natural resource use, to workforce development and sustainable procurement. The report conforms with The GHG Protocol, the APTA Sustainability Commitment, ISO 14064, and other applicable standards governing sustainability reporting and verification for public agencies. Brett also supports Metro's operation and management of over 100 EVCS owned by LA Metro and maintenance of Metro's EVCS network, which included management of a >$600K contract with an EVCS network provider.

Anaheim Elementary School District, Anaheim, California, Solar Feasibility Analysis
Anaheim, CA
Analyzed Anaheim Elementary School District's portfolio of 26 sites to identify and construct 8.6 MW of solar PV including EV infrastructure for administrator and public parking. Tasks included:

- Determine appropriate system sizes by assessing utility and spatial constraints.
- Develop EV charging plan; long term cost benefits analysis.
- Calculate energy and emissions impacts
- Develop financial models to compare ownership structures
- Draft Request for Proposal documentation

Long Beach Unified School District, Districtwide Multiple Projects
Long Beach, CA
Brett is the lead Energy Manager overseeing Cumming's development of for Long Beach Unified School District's first District-wide Sustainability Plan. The scope of work includes analysis of growth, utility trends and pricing projections, and planned construction and energy/water/waste reduction projects. The energy analysis identifies projects and operational changes where carbon and resource impacts can be reduced, and provides project specifics such as cost, payback, project timelines, energy and carbon impacts. The Plan is a detailed roadmap of how the District can achieve Net Zero and other goals, such as Building HVAC Electrification, Decarbonization, Fleet Electrification, Zero Waste, Solar PV and Battery Storage.

Confidential U.S. Mall Retailer, Energy Audit and Net Zero Carbon Strategy Development
Los Angeles, CA
Brett is the Senior Energy Manager delivering Cumming energy services for 13 flagship client properties across the U.S. Brett oversees Cumming's energy team of professional engineers, auditors and analysts performing ASHRAE Level II energy audits, data analysis, technical report development, Net Zero measure development, cost assessments, and Owner project presentations. Cumming has identified and developed measures supporting URW's energy efficiency goal of an overall 20% reduction in energy usage for 2023; and the development of a long term Net Zero Roadmap for facility operations including EV infrastructure for U.S. properties for mall public and employee parking. Brett also supports URW with sustainability reporting of all resources and recently developed a dynamic PowerBI dashboard tool to URW executives that achieved a vastly more comprehensive and calculated mode of tracking utility usages and cost analysis in real time house resources data, utility bills, energy usage, demand spikes, and costs. Cumming oversees Client's greater North American Energy and Sustainability portfolio, implementing widespread corporate changes towards carbon reduction during the pivotal period.

Cities of Santa Barbara & Chula Vista Portfolio Decarbonization
Santa Barbara and Chula Vista, CA
Engineered decarbonization roadmaps for cities' portfolios of multiple buildings, including city halls, police department, fire departments, senior centers, event spaces, and parks. Performed ASHRAE II audits to assess existing equipment conditions, identify and calculate energy efficiency measures, develop solar PV and battery storage measures, assess & manage all available incentives and tax credits, analyze fleet electrification, and plan an implementation timeline.



Alice Cao, EIT (KIMLEY-HORN)

Climate Analyst

Alice is a planning analyst with a background in environmental engineering. She has experience in climate action planning, vulnerability assessments, environmental impact assessments and documentation, water and wastewater emission reduction strategies, and air quality permitting services. She focuses on environmental technical documents under CEQA, specifically air quality, noise, energy, and greenhouse gases. She has worked on multiple sets of projects, including Climate Action Plans, Climate Vulnerability Assessments, environmental justice elements, greenhouse gas inventory and reduction strategies, and both residential and industrial type projects of CEQA documentation.

EDUCATION

- Bachelor of Science, Environmental Engineering, California Polytechnic State University, San Luis Obispo

CERTIFICATIONS

- Engineer-in-Training in California (#179711)

REPRESENTATIVE EXPERIENCE

- Orange County Transportation Authority (OCTA), Climate Adaptability and Sustainability Plan, Orange County, CA – Planning Analyst
- City of Anaheim, Community Climate Action Plan (CAP) and PEIR, Anaheim, CA – Planning Analyst
- Seaport Village Redevelopment Project, Net Zero GHG Plan, San Diego, CA – Planning Analyst
- City of Hemet, Climate Vulnerability Assessment, Safety Element, and Environmental Justice Element, Hemet, CA – Planning Analyst
- City of Dublin, Safety Element Update and Climate Vulnerability Assessment, Dublin, CA – Planning Analyst
- Santa Monica Art Project CEQA & Proposal Support, Santa Monica, CA – Planning Analyst
- Wetherly Palms, Air Quality Impact Assessment, West Hollywood, CA – Lead Planning Analyst
- City of Irwindale, 14005 Live Oak Irwindale Project, Irwindale, CA – Planning Analyst
- City of Norwalk, Norwalk Lowes Project, Norwalk, CA – Planning Analyst
- City of Long Beach, 5910 Cherry Avenue Environmental Impact Report, Long Beach, CA – Planning Analyst
- WattEV, Sacramento County WattEV Innovative Freight Terminal (SWIFT) Project, Sacramento, CA – Planning Analyst
- City of San José, Good Samaritan Hospital Project, San José, CA – Planning Analyst
- Caltrans, San Pablo Avenue Safety Enhancements Project, Oakland, CA – Planning Analyst
- City of East Palo Alto, Four Corners Mixed Use Project, East Palo Alto, CA – Planning Analyst



Kao Saeteurn, (KIMLEY-HORN)

ADA Engagement Specialist

Kao provides graphic and visual communication direction and support for all types of planning, transportation, and environmental projects. With more than 20 years of experience, he works in partnership with creative writers, planners, and the technical team in developing visuals that can easily translate technical information into digestible content geared towards the target audience. Many of his responsibilities include the development of a brand identity, exhibits, public presentations, renderings, videos, web sites, and more. His skillsets lend him to be an expert in the application of design tools including Adobe Creative Suite, WordPress, Sketchup, Lumion, and more.

EDUCATION

- Bachelor of Science, Graphic Design with a Minor in Marketing, California State University, Sacramento

REPRESENTATIVE EXPERIENCE

- Caltrain Corridor Crossings Strategy, San Carlos, CA – Creative Specialist
- MAPS 4 BRT, Oklahoma City, OK – Creative Specialist
- Better Bus, Metro, Washington DC – Document Specialist
- Caltrain San Francisco Railyards – Graphic Designer
- Caltrain San Jose Diridon Project – Graphic Designer
- Alameda-Contra Costa Transit District (AC Transit), Line 51 Corridor Delay Reduction and Sustainability Project,
- Alameda/Berkeley/Oakland, CA – Graphic Designer
- Alameda County Transportation Commission (Alameda CTC), I-80 Integrated Corridor Mobility (ICM) Project,
- Alameda/Contra Costa Counties, CA – Graphic Designer
- Santa Clara Valley Transportation Authority (SCVTA), Program Management Services for BART Silicon Valley (BSV) Extension,
- San Jose, CA – Graphic Designer
- Royal Investors Group, LLC, Avanti South Specific Plan, Lancaster, CA – Graphic Designer
- City of San Marcos, San Marcos Boulevard Complete Streets, San Marcos, CA – Graphic Designer
- City of National City, D Avenue and 12th Street Roundabout (Safe Routes to School), National City, CA – Graphic Designer
- City of Agoura Hills, Kanan Road/Agoura Road Ultimate Intersection Improvements Project, Agoura Hills, CA – Graphic Designer
- City of Capitola, Housing Element Update, Capitola, CA – Graphic Designer
- Los Angeles County, Dept of Public Health, Pedestrian Plans Project, Los Angeles County, CA – Graphic Designer
- Pembrook Development, LLC, Castellina Specific Plan and Master Plan, Madera, CA – Graphic Designer
- City of Salinas, Downtown Vibrancy Plan, Salinas, CA – Graphic Designer
- City of Santa Rosa, Transit Mall Revitalization and Wayfinding Project (Santa Rosa Transit Mall), Santa Rosa, CA – Graphic Designer
- City of Scotts Valley, General Plan, EIR, and Climate Action Plan, Scotts Valley, CA – Graphic Designer



Arvind Subramanya, P.E., CBCP ® (CUMMING GROUP)

Senior Systems Engineer

Arvind is a Senior Energy Engineer at Cumming and brings over 16 years of experience in energy management, utility programs, building technologies, sustainability, smart grid solutions, renewables, and project management. Arvind has led and worked on energy efficiency programs with utilities, state, city, federal, educational, non-profit, commercial, and industrial sectors. He specializes in strategic decision-making towards sustainable building operations; Life Cycle Cost Analysis (LCCA), Total Cost of Ownership (TCO), and Supply/Demand Side Management. In addition, Arvind has led several commissioning, retro-commissioning, and monitoring based commissioning projects and has authored research projects developing white papers and articles to support energy efficiency, sustainability, and electric load management.

EDUCATION

- Master of Engineering: Mechatronics, Robotics & Automation, University of Wollongong, New South Wales, Australia
- Bachelor of Mechanical Engineering, Bangalore University, India
- Diploma in Software Network Centered Computing NIIT
- Diploma in Software Technology and Systems Management NIIT

CERTIFICATIONS

- Professional Engineer (P. E.): Mechanical Engineering
- Certified Building Commissioning Professional | CBCP®

SOFTWARE SKILLS

- eQuest 3.65
- EnergyPro
- TRACE 700
- Visual 3D Lighting Simulation
- AutoCAD
- Air Master+
- MS Word, Excel, PowerPoint

PUBLICATIONS / PRESENTATIONS

- The publication lays groundwork for how to optimize a facility to operate as an automated load management resource through the integration of real-time communication of addressable loads and distributed energy resources with utility smart meter data to modify building loads based on control algorithms., Automated intelligent Distributed Energy Resource (DER) management, 2019

REPRESENTATIVE EXPERIENCE

CA Energy Commission CalSHAPE Energy Program
Multiple Locations, CA
Arvind oversees Cumming's energy team performing energy analysis and field auditing for the CA Energy Commission (CEC) CalSHAPE Grant Program for over 40+ K-12 clients throughout California projects; includes requirements for program participation including (i) submittal of program funding applications, management of funding awards and distribution, (ii) performance of the HVAC Assessment of all air-handling units, rooftop units and unitary and single zone equipment of the school site's HVAC system and subsequent HVAC Assessment Report inclusive of results and findings from the assessment, (iii) development of site-specific estimates for the number and type of all HVAC systems at the site. Cumming's in-house cost estimators develop line-item costs for materials, labor, and other costs per the CEC allowable labor rates and include brief narratives explaining the use of funds for any other costs.

LA Metro, Sustainability Program Assistance Services
Los Angeles, CA
Arvind is responsible for the development of energy efficiency projects, renewable energy and battery storage, microgird project development and commissioning program support for the Metro's Environmental Compliance and Sustainability department. Other services include Energy Conservation & Renewable Energy Management, and Construction management Support for the implementation of energy project development and construction. Arvind is also responsible for Metro's commissioning services oversight for all Measure M capital projects including the development of Owner OPR documents, and BOD; contractor bid specifications for commissioning; and construction Cx oversight for bus and rail capital projects.

NBC Universal Sheriff's Office
Los Angeles, CA
Arvind oversees new building Commissioning services to NBC Universal company at its sheriff's office facility located in Southern California. Services have included project management, project tracking, Cx plan development, performing design reviews, pre-functional checklists, functional test procedures, BMS/EMS assessments, energy modeling, HVAC system controls tune-ups, and overall project delivery.

Local Bounti Indoor Ag Commissioning
Multiple Locations, Nationwide
Arvind oversees new building Commissioning services to the Local Bounti company at its three state-of-the-art indoor agricultural facilities spread across three states (Atlanta, Texas, and Washington). Services have included Cx plan development, performing design reviews, pre-functional checklists, functional test procedures, BMS/EMS assessments, energy modeling, and HVAC and system controls tune-ups. The facilities have the latest technology in agricultural industry and requires knowledge and application of latest engineering and project management process.

LA Metro Work Order Conditions Assessment Services
Los Angeles, CA
Arvind oversees Cumming's team performing Transit Facilities Condition Assessment and inspection services for over 100 locations, facilities, and assets order to improve Metro's capabilities to maintain a State of Good Repair (SGR) and provide the information to fully respond to the Federal Transit Administration's (FTA) Final TAM regulation requirements. Arvind overseas the team of electrical, mechanical, civil, and structural engineers assessing metro stations, maintenance and operations yard facilities, and general administration buildings. Arvind manages Cumming's in-house cost estimators in the development of primary and secondary category replacement and maintenance costs.

URW Energy Audits
Multiple Locations, Nationwide
Arvind leads Energy Audit and Analysis services for URW 13 flagship properties across the U.S. He manages and work with Cumming's energy team of professional engineers, auditors and analysts performing ASHRAE Level II energy audits, data analysis, technical report development, Net Zero measure development, cost assessments, and Owner project presentations. Cumming has identified and developed measures supporting URW's energy efficiency goal of an overall 20% reduction in energy usage for 2023; and the development of a long term Net Zero Roadmap for facility operations.

Orange County Healthcare Campus El Toro
Orange, CA
Arvind oversees Commissioning services for the new-build "Orange County El-Toro Project" will be an estimated 68,000 SF facility two-story facility situated on a 4-acre site. The new facility will be designed to integrate administrative and operational wings of several county facilities under the same "campus" environment. Project will be developed as a new center for the operation of the Orange County Emergency Medical Services (OCEMS), Orange County Public Health Laboratory (OCPHL) & Orange County Health Care Agency (OCHCA) Administration.

Orange County Transportation Authority , Facility Condition Assessments
Orange, CA
Arvind led a comprehensive Facility Condition Assessment (FCA) at the Orange County Transportation Authority (OCTA) sites, which involved 14 properties and 67 facilities. Project included development and complete assessment of facility components across 10 disciplines such as substructure, shell, interiors, conveyance, plumbing, HVAC, fire protection, electrical, equipment, and non-real properties. The project helped the agency prioritize elements of the work to create an overall strategic implementation plan based on priorities and cost estimators quantified the assessed needs for future project planning.

Judicial Council of CA Courthouse Commissioning
Multiple Locations, CA
Arvind oversees Commissioning services to the Judicial Council of California (JCC) for various construction projects for the state's civil and criminal courthouses. Services have included Cx plan development, performing design reviews, pre-functional checklists, functional test procedures, BMS/EMS assessments, energy modeling, and HVAC and system controls tune-ups for Burbank, Metrolink, and Compton Courthouse projects.



Mohamad Khazem, LEED AP BD+C (CUMMING GROUP)

Data Analyst

Mohamad is a mechanical engineer at Cumming specializing in building energy systems and building commissioning. He has experience in energy management, ASHRAE Level I, II, and III energy audits, building performance, microgrids, building technologies, sustainability, smart grid solutions, renewables, and project management.

EDUCATION

- Bachelor of Science, Mechanical Engineering, University of California, Irvine

CERTIFICATIONS

- Certified Fitwel Ambassador
- LEED AP Building Design + Construction (LEED AP BD+C)
- Certified Building Commissioning Professional (CBCP), In Process

SOFTWARE SKILLS

- Bluebeam
- EnergyPro
- eQUEST
- Microsoft Office Suite
- Revit Architecture
- Sefaira
- SketchUp
- SolidWorks

AFFILIATIONS

- Member, U.S. Green Building Council\

LANGUAGES

- Arabic
- Spanish

REPRESENTATIVE EXPERIENCE

CA Energy Commission CalSHAPE Energy Program
Multiple Locations, CA
Mohamad supports Cumming's school district clients with energy analysis, and FVCA diagnostic assessments for the CA Energy Commission CALSHAPE Grant program for school reopening ventilation and plumbing, including onsite data collection audit, supporting in developing cost estimates for assessment and maintenance, and CEC coordination. Mohamad performs energy analysis and field auditing for the CA Energy Commission (CEC) CalSHAPE Grant Program for over 40+ K-12 clients throughout California projects; includes requirements for program participation including (i) submittal of program funding applications, management of funding awards and distribution, (ii) performance of the HVAC Assessment of all air-handling units, rooftop units and unitary and single zone equipment of the school site's HVAC system and subsequent HVAC Assessment Report inclusive of results and findings from the assessment, (iii) development of site-specific estimates for the number and type of all HVAC systems at the site. Cumming's in-house cost estimators develop line-item costs for materials, labor, and other costs per the CEC allowable labor rates and include brief narratives explaining the use of funds for any other costs.

LA Metro, Sustainability Program Assistance Services
Los Angeles, CA
Mohamad supports the development of energy efficiency projects, renewable energy and battery storage, microgrid project development and commissioning program support for the Metro's Environmental Compliance and Sustainability department. Other services include Energy Conservation & Renewable Energy Management, and Construction management Support for the implementation of energy project development and construction, and ETAM Facility Condition Assessment mechanical audits at metro facilities.

LA Metro, Los Angeles Transit Facility Condition Assessments
Los Angeles, CA
Mohamad is the mechanical engineer responsible for performance of LA Metro's Transit Facilities Condition Assessments for over 395 locations, facilities, and assets. Mohamad is responsible for analysis and development of facility condition report, did analysis, condition ratings, cost estimating completed in accordance with the Federal Transit Administration's (FTA) Final TAM regulation requirements. Mohammad work side-by-side with electrical, civil, and structural engineers to assess above and below ground stations, rail maintenance and operations yard facilities, and general administration buildings.

URW Energy Audits
Multiple Locations, Nationwide
Mohamad provided support for the Energy Audit and Analysis services for 13 URW flagship properties across the U.S. He performed ASHRAE Level II energy audits, data analysis, technical report writing, incentive research, and calculation. He also helps come up with energy conservation measures that help improve overall building energy efficiency and reduce carbon footprint. Cumming has identified and developed measures supporting URW's energy efficiency goal of an overall 20% reduction in energy usage for 2023; and the development of a long-term Net Zero Roadmap for facility operations.

Southern California Regional Energy Network (SoCalREN)
Multiple Locations, CA
Mohamad is a Project Engineer facilitating the administration of Southern California Regional Energy Network (SoCalREN) programs for school district clients, including utility

data analysis, ASHRAE Level 2 audit coordination and support, identification of energy efficiency measures, and report development.

Orange County Transportation Authority, Facility Condition Assessments
Orange County, CA
Mohamad serves as the lead HVAC Mechanical Engineer and field assessor for OCTA's Facilities Condition Assessment. He oversees a team of inspectors and manages data collection/management, calculations of facility condition ratings, and cost analysis. He leads the team of field assessors for civil , structural, architectural, HVAC, electrical, and fire, life, safety and performs administration of the project and coordination with multiple subconsultant teams.

Anaheim Union High School District,Solar Assessment & Energy Analysis
Orange County, CA
Mohamad supports various public clients with conducting solar feasibility assessments and studies of existing systems. He also compiles energy use indicators and assists clients in pinpointing energy projects with the highest potential and renewable energy proforma, financial analysis, procurement support, and construction management of project installations. Anaheim Union High School District, 6MW Solar System, Project Manager – Mohamad is the project/construction manager for this 6MW project over 10 sites; he oversees design reviews, construction scheduled, project budget, and all project administration

Various Corporate Clients (Confidential)
Mohamad worked as a Building Performance Specialist and led team of researchers, energy modelers, and sustainability specialists. Job duties included:

- Assisted architectural and engineering teams in establishing project goals for energy savings and occupant health and wellness. Setting project EUI goals as part of the AIA 2030 Challenge
- Responsible for Title 24 and LEED energy modeling for commercial buildings including K-12, higher education, civic, healthcare, developer, and office
- Assisted in the completion of LEED credits and created energy models and recommending design measures to maximize building performance
- Performed comparative analysis on design scenarios such as façade, HVAC, and shading
- Estimated solar PV system sizes for project teams
- Provided HVAC load calculations to assist mechanical team with preliminary system selection



Nick Mata, CPE (CUMMING GROUP)

Senior Cost Manager

Nick serves as Regional Director and has 21 years of cost estimating experience within the construction industry. With a diverse portfolio of project experience, Nick's work has spanned services for science and technology, healthcare, K12, higher education, civic, and other markets in California. As a cost management leader, Nick's background in research and conceptual estimating for large-scale projects is invaluable. He is skilled in leading cost teams through milestone estimating, value engineering analysis, change order evaluation, and estimate reconciliation for projects across all sectors. He is proficient at providing services for capital programs, master plans, facility studies, renovations, new construction, and modernizations alike.

EDUCATION

- Bachelor of Science, Civil Engineering, University of California, Berkeley

CERTIFICATIONS

- Certified Professional Estimator (CPE), American Society of Professional Estimators, No. 1.4-000109-0715, 2015

SOFTWARE SKILLS

- Bluebeam
- Microsoft Office Suite
- Outlook

YEARS OF EXPERIENCE

- 22 Years

REPRESENTATIVE EXPERIENCE

- Bahia Childcare Center, Exterior Renovations & Restroom Mods., Berkeley, CA
- City and County of SF, New Animal Care and Control Building, San Francisco, CA
- City and County of SF, Traffic Company and Forensic Services Division Facility, San Francisco, CA
- City of Alameda, Demolition of Sixteen Existing Buildings, Alameda, CA
- City of Berkeley, Center Street Parking Garage Replacement Plan, Berkeley, CA
- City of Berkeley, Mental Health Services, Low Voltage, AV/IT Systems and Security, Berkeley, CA
- City of Berkeley, Offices for Zero Waste Division Renovations, Berkeley, CA
- City of Berkeley, Pool Estimates Updates, Berkeley, CA
- City of Berkeley, Rose Garden Trellis Repair/Rehabilitation Options, Berkeley, CA
- City of Berkeley, Telegraph-Channing Parking Garage Elevator Upgrades, Berkeley, CA
- City of Cupertino, As-Needed Cost Estimating Services, Cupertino, CA
- City of Cupertino, City Center Renovation, Cupertino, CA
- City of Healdsburg, City Hall Renovation & Expansion Options for Dept. Consolidation and New Community Dev. Center, Healdsburg, CA
- City of Lompoc, New Transit Maintenance Fac. & Bus Shade Structures, Lompoc, CA
- City of Menlo Park, Life-cycle Cost Study, Menlo Park, CA
- City of Monterey, Conference Center Major Renovation, Monterey, CA
- City of Napa, Historic Borreo Bldg. Post-Earthquake Assessment & Repair Plan, Napa, CA
- City of Oakland, Downtown Senior Center Interior Improvements, Oakland, CA
- City of Palo Alto, New Operations Center, Palo Alto, CA
- City of Palo Alto, New Public Safety Building and California Avenue Parking Garage, Palo Alto, CA
- City of San Jose, New Municipal Water System Office Complex, San Jose, CA
- City of San Jose, Municipal Water Resources Facility Reno/New Build Feasibility Options, San Jose, CA
- City of San Ramon, New City Hall, San Ramon, CA
- City of Santa Clara, Utilities Corp Yard Field Services Center Office Building Renovation, Santa Clara, CA
- City of Sunnyvale, Civic Center Modernization Master Plan, Sunnyvale, CA
- Contra Costa County, New Emergency Operations Center Feasibility Study, Martinez, CA
- Contra Costa County, New Public Safety Building and Emergency Operations Center, Martinez, CA
- County of San Mateo, New County Office Bldg. 3, Redwood City, CA
- County of Santa Clara, 70 West Hedding Tenant Improvements including District Attorney's Office and County Register's Offices, San Jose, CA
- County of Santa Clara, Civic Center Campus Renovation/New Construction Master Plan, San Jose, CA
- County of Santa Clara, Crime Lab Water Quality Project, San Jose, CA
- County of Santa Clara, SCVMC New Ambulatory Specialty Center, San Jose, CA
- County of Santa Clara, East Wing Building Management System Upgrade Phase 2, San Jose, CA
- County of Santa Clara, Former City Hall Re-Use Feasibility Study, San Jose, CA
- County of Santa Clara, New Silver Creek Warehouse, San Jose, CA

- County of Santa Clara, Roads & Airports Dept. New Administration and Operations Buildings - 3 Planning Options, San Jose, CA
- County of Santa Clara, Sheriff Admin. Bldg. New 12kV Switchgear & MV Breakers Replacement, San Jose, CA
- County of Santa Clara, Silver Creek Campus Programming Study, San Jose, CA
- East Bay Municipal Utility District, Administration Bldgs. HVAC System Upgrade, Oakland, CA
- GSA Robert F. Peckham Federal Building, Limited Repair & Alteration Project, San Jose, CA
- Judicial Council of California, New Courthouse, Sacramento, CA
- Judicial Council of California, New Shasta County Courthouse MEP Sys., Redding, CA
- Monterey Peninsula Regional Park District - Rancho Canada Unit, Property Reuse for Operations/Maintenance Bldg.-Dog Park-Public Restroom-CalFire Emergency Staging Area/Helipad, Carmel, CA
- Napa County, Former Corporate Center Conversion Study to Health & Human Services Agency Offices, Napa, CA
- Napa County, Health & Human Services Agency South Campus TI Study, Napa, CA
- Napa County, Health & Human Services Agency TIs at Two Lab Buildings, Napa, CA
- Napa County, New Criminal Courthouse Courtroom Build-Out, Napa, CA
- Napa County, New Mental Health Crisis Stabilization Unit, Napa, CA
- Napa County, South Campus Roofing, Napa, CA
- Placer County, New Crime Lab Feasibility Study & Update, Auburn, CA
- San Mateo County Health Sys., Cordilleras Mental Health Facility Replacement, Redwood City, CA
- Santa Clara County Housing Authority, 1st Street Office Building TI for New HQ Offices, San Jose, CA
- Santa Clara County Housing Authority, East Santa Clara Entitlements Package, San Jose, CA
- Santa Clara County, Re-Entry Resource Center Building Assessment, Santa Clara, CA
- Snohomish County, New 911 Facility Assessment/Study, Everett, WA
- Stanislaus County, New Empire Branch Library, Empire, CA
- Stanislaus County, Town Square Planning & Bldg. E Site Improvements, Ceres, CA
- Stanislaus County, Turlock Public Library Expansion & Renovation Bridging Phase, Turlock, CA
- Stanislaus County, Turlock Branch Library Expansion & Renovation Visioning/Master Plan, Turlock, CA
- U.S. Mint, Anchorage/Bracing of MEP Equipment/Distribution Systems & Lighting, San Francisco, CA

Section 2

Comparable Consulting Experience

Comparable Consulting Experience

Provide information about previous consulting experience related to climate action planning, vulnerability analysis, community engagement, etc. Information shall include: a. Name, location, and characteristics of projects. b. History in performing work required and bringing projects within scope of work, schedule, and budget. Include original budget and final cost of project. c. Date and duration of any similar projects. d. Description of important features of similar projects.

Climate Action & Adaptation Plan Development (Cumming Group)

City of Oxnard | Oxnard, CA

Scope of Work: Cumming Group supported the City of Oxnard with the preparation and adoption of a comprehensive Climate Action and Adaptation Plan (CAAP), in alignment with **Senate Bill (SB) 32 and SB 379**, in partnership with Environmental Science Associates. The resulting CAAP provides a roadmap for how the city will reduce GHG emissions and mitigate the impacts of climate change on public health, infrastructure, ecosystems, equity, and public spaces. The CAAP also provides detailed targets and strategies to meet 2030 and 2050 goals, while assessing Oxnard's unique risks and vulnerabilities associated with climate change in order to plan a more resilient community. **Our team developed citywide GHG emissions inventories for both community and municipal operations for the 2018 year, including municipal, agricultural, commercial, industrial, and residential emissions**. Cumming Group identified strategies and programs to drive GHG reductions with a particular focus on the development of energy strategies including energy efficiency and conservation measures, renewable energy generation, clean power purchasing, microgrid and storage technology, and building electrification. Cumming Group also spearheaded the community engagement efforts for municipal and community stakeholders, including surveys, workshops, and council briefs.



Contract Start/End: May 2020- June 2022
Original Budget: $411,490 **| Final Cost:** $411,490

Sustainability and Climate Strategic Planning (Cumming Group)

City of Ellensburg | Ellensburg, CA

Scope of Work: In 2022, Cumming Group was selected to help develop the City of Ellensburg's (WA) first Sustainability and Energy Plan in partnership with McKinstry, which would ensure the City's compliance with the State of Washington's Clean Energy Transformation Act (CETA) and Climate Commitment Act (CCA). Cumming Group was scoped to lead the plan's development and emissions analyses, including municipal and community-wide GHG emissions inventories and associated emission reduction strategies. Each inventory covered Scope 1 and Scope 2 emissions and were developed using the U.S. EPA's Local Greenhouse Gas Inventory Tool. The completed tool, analyses, and methodology were provided to the City to support in-house development of future municipal and community-wide inventories. Cumming Group prepared strategy matrices for the City's review, providing context on the scope of certain measures (municipal vs. community-wide), and prepared both the draft and final versions of the Sustainability and Energy Plan. The project also included a robust public survey process to gauge and incorporate community priorities in the planning process.



Contract Start/End: October 2022 - January 2024
Original Budget: $200,000 **| Final Cost:** $200,000

Climate Adaptation Plan Development (Kimley-Horn)

City of Brentwood | Brentwood, CA

Scope of Work: Kimley-Horn is preparing the Housing Element Update for the City of Brentwood, along with updating the Safety Element. **In accordance with SB 379, Kimley-Horn is performing a climate vulnerability assessment to assess the vulnerability of the City's assets, defined to include infrastructure, services, functions, and population**, to the effects of a changing climate. Environmental stressors are expected to include, at a minimum, changing precipitation patterns, rising temperatures, flooding, and wildfires. The assessment will also review existing policies and goals to determine the adaptive capacity of the City's sensitive assets.

Contract Start/End: November2021- Present
Original Budget: $501,665 **| Final Cost:** $501,665

Climate Adaptation and Sustainability Plan (Cumming Group + Kimley-Horn)

Orange County Transportation Authority | Orange County, CA



Scope of Work: Cumming Group and subconsultant Kimley-Horn were selected by the Orange County Transportation Authority (OCTA) to develop the agency's first Climate Adaptation and Sustainability Plan (CASP), aimed at establishing and tracking progress towards the agency's low-carbon targets, establishing policies and guidelines to lower GHG emissions throughout their operations, and providing for resiliency and adaptation considerations in their long-range planning efforts and capital improvement plans.

Our team's scope of work includes baselining the agency's GHG emissions, conducting a climate vulnerability assessment for seven relevant climate hazards (air quality, flooding, high heat, precipitation, drought, extreme weather, and wildfires), goal and strategy development, stakeholder engagement, and the drafting/design of the CASP in alignment with the APTA framework. Cumming is helping OCTA identify strategies and programs to drive GHG reductions with a particular focus on the development of energy/fuel strategies including clean vehicle technology, alternative fuels, energy efficiency and conservation measures, renewable energy generation, clean power purchasing, microgrid and storage technology, and building electrification. Kimley-Horn evaluated the vulnerability of OCTA's key assets including infrastructure, service operations, and ridership population; to climate-related risks and stressors in the next few decades, including the severity of these hazards, and the adaptative capacity of each threatened asset. Kimley-Horn then identified and prioritized the vulnerabilities for which strategies were developed. Cumming Group also facilitated the creation of internal and external stakeholder steering committees to guide development of the CASP.

Contract Start/End: February 2022- present
Original Budget: $199,939 **| Final Cost:** $199,939

Climate Vulnerability Assessment, Safety Element, and Environmental Justice (Kimley-Horn)

City of Menifee | Menifee, CA

Scope of Work: Kimley-Horn prepared the Housing Element Update with associated Land Use, Safety, and Environmental Justice Elements update and EIR for the City of Menifee. In accordance with State law and client needs, Kimley-Horn developed a housing plan and facilitated community workshops, performed their first CVA, and performed Environmental Justice Outreach, culminating in presentations to City Council and the Planning Commission to ensure all needs were being addressed. After several rounds of review, Kimley-Horn produced a final draft housing element, Land Use Element, Safety Element, and Environmental Justice component.

Contract Start/End: 2021-2022
Original Budget: $300,000 **| Final Cost:** $300,000

Building Decarbonization and Sustainability Technical Assistance (Cumming Group)

City of Los Angeles | Los Angeles, CA



Scope of Work: Cumming is providing strategic sustainability consulting and technical assistance to the City of Los Angeles for developing a decarbonization framework, in partnership with Buro Happold. Through this engagement, Cumming will provide research, analysis and assistance to LADBS concerning environmental sustainability issues, the decarbonization of buildings and related matters on both existing buildings and new construction. Specific tasks include:

- Review the existing carbon baseline and recommend updates.
- Review and present alternative approaches to calculating carbon savings to reconcile between Title 24 code estimates and real-world performance and based on the carbon baseline provided.
- Technical studies on electrification of buildings, energy conservation, indoor air quality, and other new building standards.
- Cost and feasibility review across building types and scales.
- Review existing and planned policy for existing building on electrification and decarbonization and provide an evaluation matrix comparing key criteria, requirements, exceptions and any development incentives.
- Attendance at stakeholder meetings.
- Identification of funding methods and strategies to promote workforce development.

Contract Start/End: 2023 - 2025
Original Budget: $1,000,000 **| Final Cost:** TBD

San Francisco International Airport Sustainability Services (Cumming Group)

San Francisco International Airport | San Francisco, CA



Scope of Work: Cumming Group is the prime contractor providing advance systematic approaches to identifying, testing, and scaling new products, programs, processes, projects, policies, and/or business models over time to continually optimize the Airport's sustainability, resilience and economic performance. Cumming subject matter experts are working with a broad set of internal stakeholders in energy, water, transportation, fuels, utilities, waste, materials, healthy buildings, carbon markets/ sequestration, and decarbonization to identify and deliver results that take an "EONS" approach to sustainability and resiliency. Cumming team deliverables include:

- GHG emissions analysis and reporting, emission modeling, and carbon sequestration strategy;
- Sustainability and Resilience Strategic Initiatives: Providing frameworks, benchmarks, roadmaps and stepwise actions to ensure progress towards the Airport's strategic goals.
- Integrated Environmental, Social, Governance (ESG) reporting;
- Electric vehicle implementation plan including an operations-focused development strategy;
- Circularity strategy;
- Technical & Feasibility Analysis: Evaluating in-depth technical solutions and developing recommendations for implementation, financing, and operation of the selected optimal solutions including cost estimating and life cycle cost estimating services
- Reporting and Data Visualizations: Create clear, high-quality visuals for executive summary reports; Greenhouse gas progress visuals;

Contract Start/End: 2024- 2029
Original Budget: $1,000,000 **| Final Cost:** TBD

City of West Hollywood Sustainability and Climate Adaptation Services (Cumming Group)

City of West Hollywood | West Hollywood, CA

Scope of Work: The City hired Cumming Group to provide sustainability and climate action services to the accelerate the already bold targets and award-winning policies and programs that permeate across its community and beyond our borders. Our services support the update of the WeHo Climate Action, our Climate Action and Adaptation Plan (CAAP), the latest examples of the City pioneering influential and equitable climate action in a way that centers those impacted 'first and worst' by climate change. Cumming supports the City's CAAP strategies, 20 climate measures and 60 subactions, to prepare the City for achievement of aggressive greenhouse gas reduction targets, carbon neutrality by 2035, and equip residents with resources to defend against and recover from adverse climate impacts and natural disasters.

Contract Start/End: 2023- 2025
Original Budget: $225.000 **| Final Cost:** $225,000



Public Works Strategic Planning and Sustainability Services (Cumming Group)

LA County of Public Works | Los Angeles, CA



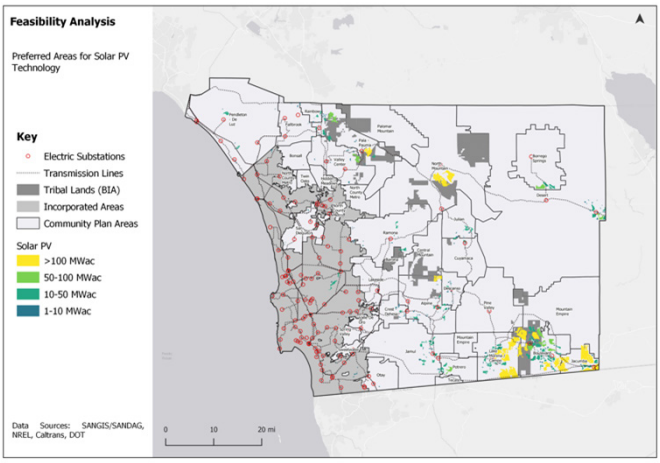
Scope of Work: Cumming Group was selected by LA County DPW to provide skilled experience and expertise in providing services related to strategic planning, process improvement, performance tracking, sustainability, resiliency, equity, grant writing, and infrastructure planning. Cumming also supports project development services, and specific deliverables including:

- 2024 update of the County DPW's comprehensive Strategic Plan
- Development of Racial Equity Plan (DEI)
- Organizational performance assessments and process improvement
- Climate Change, Adaptation, and Resilience Planning
- Infrastructure Planning
- Site Assessment/Evaluation
- Solid Waste and Organic Waste Planning
- Stormwater Planning
- Sustainability/Envision Rating
- Transportation and Traffic Planning

Contract Start/End: 2023-2025
Original Budget: $30 million| **Final Cost:** TBD

Renewable Energy Overlay District Development (Cumming Group)

County of San Diego | San Diego, CA



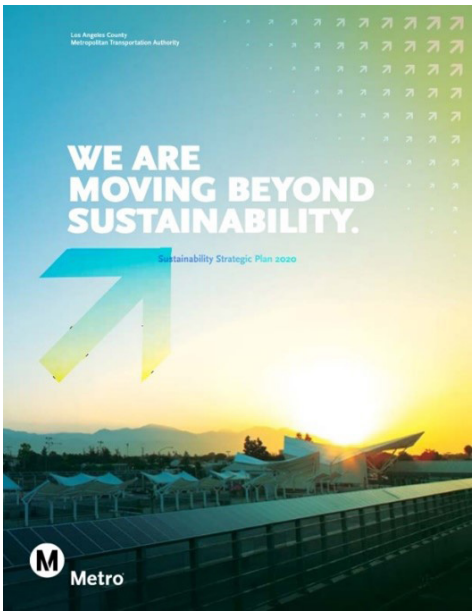
Scope of Work: Cumming Group was selected by the County of San Diego and County Board of Supervisors to develop policy implementation options to streamline the environmental review process for renewable energy projects. As part of this effort, Cumming worked with County planning and development professionals to identify ideal locations for renewable energy projects that would fall under a Renewable Energy Overlay District, and estimated the resulting renewable energy output, along with economic and GHG impacts of each option. Early projections estimate annual energy generation of approximately 12,800 Gigawatt-hours (GWh) – and reduction of up to 1,200,000 metric tons of carbon dioxide equivalent (MTCO2e) annually.

The team has completed multiple qualitative and quantitative analyses to support the creation of policy options for the Board's consideration, inclusive of energy, economic, and greenhouse gas emission impact analyses, trends, and projections, as well as a review of renewable energy legislation, market trends, and best practices. The analysis is being used to facilitate further policy decisions and prioritization of County actions related to Renewable Energy Overlay Districts, Design and Development Guidelines, Zoning Regulations. Cumming Group also lead extensive outreach activities to community members, stakeholders, solar PV developers, cities, and neighboring municipalities.

Contract Start/End: 2020-2021
Original Budget: $99,985 | **Final Cost:** $109,924 (increased scope)

Energy, Sustainability and Climate Services (Cumming Group)

LA County Metropolitan Transportation Authority | Los Angeles, CA



Scope of Work: Cumming Group provides sustainability program management, strategic policy and project planning, and technical services, research studies and analysis to support Metro operations and capital programs. The comprehensive scope of services include: carbon reduction services, climate resiliency, GHG emissions management, energy efficiency, decarbonization strategy development, building energy management, commissioning and retrocommissioning, electrification, energy resiliency, sustainability policy, energy, water, and waste resource conservation, renewable energy, environmental management system (ISO 14001) green construction standards, sustainable procurement, fleet electrification, Electric Vehicle implementation planning, EV charging infrastructure management, annual data tracking and reporting, and project procurement and execution. The engagement with Metro has expanded over time, as our staff is on call to provide advisory and implementation services on any topic related to energy, climate, construction, planning and stakeholder engagement.

The Cumming team managed the entire plan development effort, ranging from technical analysis to strategic planning, while facilitating extensive internal and external stakeholder engagement as part of a holistic process. The plan identifies ongoing and forthcoming sustainability programs and initiatives that advance sustainability across the agency, many of which Cumming is poised to implement in our program management role

CAAP Implementation & Reporting | Agency-wide Including Scopes 1 & 2

Since 2017, Cumming has provided ongoing support for the implementation, monitoring, and performance reporting of Metro's Climate Action and Adaptation Plan (CAAP). In this capacity, our team provides project management services for the implementation of mitigation projects and strategies, advises on technical elements related to strategy implementation and GHG mitigation, and conducts an annual GHG emissions inventory to track performance against the CAAP goals and strategies, which are inclusive of various fleet electrification, building and energy efficiency, water efficiency, and infrastructure resiliency projects and initiatives.

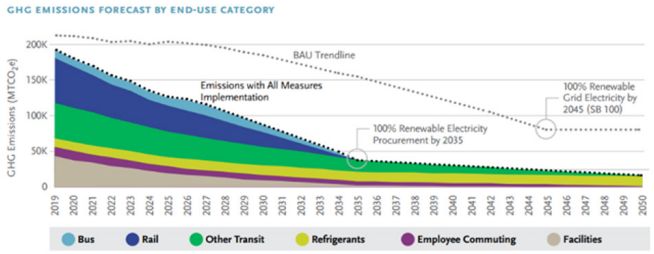


Figure 1: Example of an emissions forecast "wedge model" prepared for the Los Angeles County Metropolitan Transportation

2030 Sustainability Strategic Plan

Cumming supported the development and publication of Metro's 2030 strategic sustainability plan, Moving Beyond Sustainability (MBS). The Cumming team managed the entire plan development effort, ranging from technical analysis to strategic planning, while facilitating extensive internal and external stakeholder engagement as part of a holistic process; (Link to report) Moving Beyond Sustainability

Climate Benefits Quantification From Public Transit

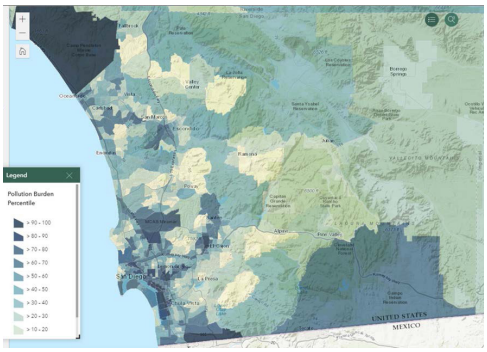
In 2021, the Cumming team in partnership with Fehr & Peers supported the LACMTA Office of Sustainability with quantifying and better understanding the relative VMT and GHG reduction benefits to the City of LA and LA County for each of the projects/policies discussed under the LACMTA's Long Range Transportation Plan (LRTP) for the period between 2017-2047. The following initiatives were investigated: bus and rail expansion, bus improvement program, active transportation projects, mileage-based VMT-fee, free public transit program, express-lanes, telecommuting, and congestion pricing. The VMT estimates were then converted into the GHG emissions avoided or induced using California Air Resources Board's (CARB) EMFAC model, using annualized light-duty fleet emission factors between 2017 and 2047. As a result, Cumming and Fehr & Peers developed a standardized methodology for estimating VMT reductions due to increases in public transit ridership (for both bus and rail services) and active transportation (cycling, walking, and rolling).



Contract Start/End: April 2015 - Present
Original Budget: $29 Million **| Final Cost:** TBD

Hydrogen Fueling Readiness Research and Technical Report (Cumming Group)

County of San Diego | San Diego, CA



Scope of Work: The County of San Diego contracted Cumming to determine the potential needs for hydrogen fueling in San Diego County and surrounding areas. The technical report will be used as background to inform the development of Climate Action Plan (CAP) Update measures to reduce greenhouse gas emissions across the unincorporated county area and County facilities, such as transitioning medium and heavy-duty vehicles to hydrogen fueling as an alternative to gasoline or diesel. The Hydrogen Fueling Readiness Research and Technical Report describes the available hydrogen fueling and vehicle technologies, infrastructure requirements for hydrogen fueling and federal hydrogen hubs, and existing methods for providing hydrogen fuel to hydrogen fueling stations. It also identifies the potential co-benefits, secondary and indirect environmental, economic, or community benefits resulting from hydrogen fueling for the transportation sector, such as workforce needs and equity.

Contract Start/End: March 2023 - February 2024
Original Budget: $109,560 **| Final Cost:** $109,560

Strategic Sustainability and Climate Planning Services (Cumming Group)

North County Transit District | San Diego, CA



Scope of Work: Cumming was selected by the North County Transit District (NCTD) to provide strategic planning, sustainability, and climate services to develop the agency's first Sustainability and Climate Action Plan (SCAP). Our scope includes strategic planning, baselining GHG emissions, climate vulnerability assessment, goal and strategy development, and the drafting/design of NCTD's Climate Adaptation and Sustainability Plan in alignment with the APTA framework. Cumming is identifying climate action and sustainability goals and strategies; performing a vulnerability assessment; and identifying carbon reduction methodologies, projects, and initiatives for the agency. Services include the development of energy/fuel strategies including clean vehicle technology, alternative fuels, energy efficiency and conservation measures, renewable energy generation, clean power purchasing, microgrid and storage technology, and building electrification.

Contract Start/End: January 2023 - Present
Original Budget: $139, 585 **| Final Cost:** $139,585

Community Climate Action Plan (CAP) (Kimley-Horn)

City of Anaheim | Anaheim, CA

Scope of Work: Kimley-Horn is preparing Anaheim's first municipal CAP, in conjunction with their Housing Element Update, with funding from a Southern California Edison grant. GHG emission sources include:

- Private and government-owned vehicles
- City-operated transit vehicles
- City power plant operations
- Natural gas consumed by residences and businesses in Anaheim
- Embodied carbon needed for water, wastewater, and solid waste treatment and conveyance; and area sources such as refrigerants

Kimley-Horn will calculate baseline and future inventories and assist the City in choosing appropriate GHG reduction targets. The CAP will develop implementable GHG mitigation measures and verify the efficacy to meet the established targets.

Contract Start/End: January 2022 - Present
Original Budget: $1,175,980 (Including HEU) **| Final Cost:** $1,175,980 (Including HEU)

Section 3

Project Proposal

Project Proposal

Provide a proposed approach and projected timeline to conduct and complete the steps in the scope of work. Briefly describe the methodology and organizational approach the consultant would use to assist the City, including critical elements and special methodologies that would be used to ensure that City objectives are satisfied. Provide estimated hours and costs associated with each of the scoped tasks and summarize in a cost proposal. Some tasks/subtasks are considered mandatory and listed as such under each Tasks, while others may be considered as optional in order to produce an RFP within the City's Not to Exceed amount for this project. In order to receive a favorable review, consultants should seek to satisfy all mandatory tasks/subtasks while producing creative optional tasks/subtasks in order to provide a proposal that meets the Not to Exceed amount of $100,000.

Project Understanding

Cumming Group acknowledges and affirms the request by the City of Oakley ("Oakley") to develop a Climate Action Plan (CAP) that complies with the State of California's greenhouse gas (GHG) emissions reduction targets. Per the State of California's most recent Assembly Bill (AB) 32 Scoping Plan, California is committing to achieve carbon neutrality by 2045, which entails a 48% reduction of GHG emissions by 2030 from 1990 levels (exceeding statutory mandates). Cumming Group commits to delivering an impactful, implementable, and cost-effective Climate Action Plan for the City of Oakley that only aligns with those goals, but also does the following:

Our Approach to Climate Action

Cumming Group's holistic approach to sustainability and climate action planning yields actionable, equitable, and impactful plans.

- Aligns with and **builds upon Oakley's existing planning endeavors,** including but not limited to Oakley's Strategic Plan 2022-2027+, its most recent General Plan Update, and its Strategic Energy Plan;
- **Introduces effective and manageable mechanisms to track the City's progress** towards reducing municipal and community-wide GHG emissions;
- **Assesses community-wide climate and social vulnerability**, based on best practices delivered by California's Climate Adaptation Planning Guide and aligned with the State's Climate Adaptation Strategy; and
- Gives the City of Oakley **achievable municipal and community-wide GHG emissions reduction and climate adaptation goals** that can be **achieved through implementable, data-driven, and community-centered strategies.**

Cumming Group is exceptionally prepared to work with Oakley City Council, commissions, staff, stakeholders, and the broader Oakley community to deliver this CAP, bringing forward a team with decades of collective experience working with cities, regional government, and public agencies in California and beyond on sustainability- and climate-centered strategic plans. Our know-how and approach to this work are not solely informed by our experience working on strategic plans, but also by our experience working with public sector clients to implement those plans through in-house program and project management.

Approach to the Scope of Work

Our approach, as explained in the task breakdown that follows, is highly collaborative and designed to bridge gaps between data, technical solutions, organizational culture, and community needs. It is our commitment that this work, and the final CAP, will do the following:

- **Resonate with and reflect Oakley's vision** to maintain its small-town character while encouraging new industry development to grow its local workforce;
- **Bring the community together**, moving beyond conventional 'transactional' engagements toward approaches that **meet people where they are** and foster buy-in toward the City's climate endeavors; and
- **Introduce meaningful changes to operational processes**, removing barriers to communication and building on past successes; and
- Create **a shared sense of responsibility** around climate action.

Task 1: Existing Conditions, Projects, and Targets

As a first step, Cumming Group will host a project kick-off meeting within two weeks of contract execution (see Task 9) to review our project management approach and work plan, establish a communication protocol, and to discuss and issue a request for information (RFI) to support the completion of Tasks 1a, 1b, and 1c. As needed, our project team will schedule and facilitate follow-up meetings as necessary with Oakley's core team or other City staff to ensure that all necessary data and documents have been properly identified and collected. These meetings will also be used to review existing conditions with City staff and confirm the parameters and methodologies tied to developing the GHG Emissions Inventory (Task 1b) and the Vulnerability Analysis (Task 1c).

Task 1a: Review of Relevant Documents and Legislation

As information is received, our team will conduct extensive research on the City of Oakley's existing internal and community-wide programs, code and ordinances, technical resources, community engagement, and other policies and projects that may be pertinent to the CAP. Relevant documents will include, but may not be limited to (starting with the most recent):



- **City of Oakley Municipal Code (November 2023)***
- **City of Oakley Economic Development Work Plan 2023-2026 (September 2023)**
- **City of Oakley General Plan – Strategic Plan 2022-2027+ (April 2022)**
- **City of Oakley General Plan – Focused General Plan Update (January 2022)**
- **City of Oakley Green Infrastructure Plan (December 2020)**
- **Contra Costa County Local Hazard Mitigation Plan (January 2018)**
- **Oakley Strategic Energy Plan (September 2015)**
- **Oakley Community-Wide & Local Government Operations Greenhouse Gas Emission Update (2010)**

*The project team will draw upon pertinent chapters and provisions.

Our team will also review additional Contra Costa County documents to identify relevant actions, including the County's 2008 and 2015 Climate Action Plans, its interim progress reports and Climate Action Work Plans, the public review draft of the County's forthcoming 2024 CAP Update, and other documents issued by the County's Interdepartmental Climate Action Task Force, its Sustainability Committee, its Transportation, Water & Infrastructure Committee, and its Resilient Shoreline Ad Hoc Committee. Cumming Group will also review relevant planning and guidance documents from the Association of Bay Area Governments (ABAG) cutting across land use, energy and infrastructure, and resilience, as well as pertinent tool and resource offerings (e.g., Resilience Open Data Portal, CEQA Clearinghouse, Bay Area Spatial Information System).

In addition, Cumming Group will conduct a review of relevant external drivers and technical resources pertinent to climate action planning in Oakley to guide strategy development, contextualize Oakley's role in climate action across the region and the state, and identify partnerships and funding sources, which include but may not be limited to:

- Local, regional, state, and federal policies and programs
- Existing and proposed local, regional, state, and federal environmental laws and regulations
- Emissions inventory guidance and best practice (e.g., ISO 14064, GHG Protocol)
- Adaptation planning guidelines (e.g., CA Climate Adaptation Planning Guide)
- Peer municipality best practices

Cumming Group will distill its findings, which will include a qualitative gap analysis of Oakley's current policies, programs, and projects in comparison to statewide goals and best practices, into the Existing Conditions Memorandum that will be issued upon the conclusion of Task 1.

Task 1b: Greenhouse Gas (GHG) Emissions Inventory

During our review of relevant documents, our team will first review the 2010 Community-Wide & Local Government Operations Greenhouse Gas Emission Update to develop a preliminary understanding of Oakley's municipal and community-wide emissions portfolio.

After this review, Cumming Group will schedule and facilitate a scoping meeting to achieve consensus on the following:

- Protocol and methodology for both municipal and community-wide emissions inventories;
- Baseline calendar or fiscal year for both inventories; and
- New inclusions or exclusions based on anticipated data availability or other items at the City's request (e.g., select Scope 3 emissions).

Emissions inventories guidance and methodology

Cumming Group draws upon internationally recognized standards and guidance to develop emissions inventories, including ISO 14064, the GHG Protocol's *Global Protocol for Community-Scale Greenhouse Gas Inventories*, the ICLEI *U.S. Community Protocol for Accounting and Reporting of Greenhouse Gas Emissions*, and the California Air Resources Board's *Local Government Operations Protocol*.

Emissions sources are generally categorized relative to the geopolitical boundary of the community and/or the operational boundaries of the municipal government. Emissions sources are categories as Scope 1 (direct emissions), Scope 2 (indirect emissions from purchased/acquired electricity, steam, heating, or cooling), and Scope 3 (all other indirect or embodied emissions).

This framework is used to prevent double-counting of emissions for major emissions sources, such as electricity use and solid waste.

Once consensus has been achieved on those items, Cumming Group will update its RFI to request any additional data that may be needed to develop the emissions inventories that accounts for all Scope 1, Scope 2, and selected Scope 3 emissions. Additional meetings with City staff may be required to clarify data requests and discuss alternative approaches if required data is not available. As data is retrieved, we will begin assembling the municipal and community-wide emissions inventories. We will concurrently develop a non-proprietary GHG emissions calculation tool that will serve as an all-in-one calculator of municipal and community-wide emissions, accompanied by a user guide and one training facilitated by our team for relevant City staff.

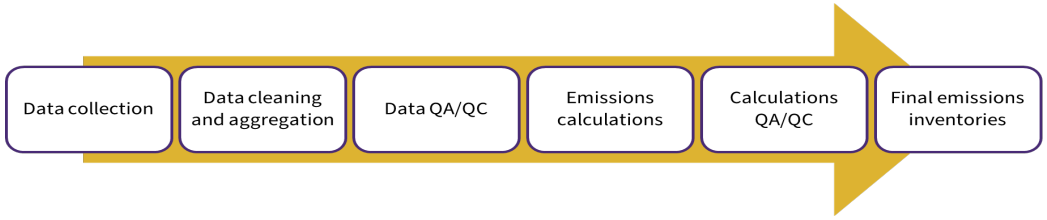
Our team will report its findings through routine meetings with City staff, ensuring that there is shared understanding of the material contributors of GHG emissions at the municipal and community-wide scale before those findings are integrated into the Existing Conditions Memorandum.

Once the emissions inventories are finalized, Cumming Group will prepare emissions projections through 2045 (or any other year as otherwise preferred by City staff). Projections will showcase three different emissions scenarios:

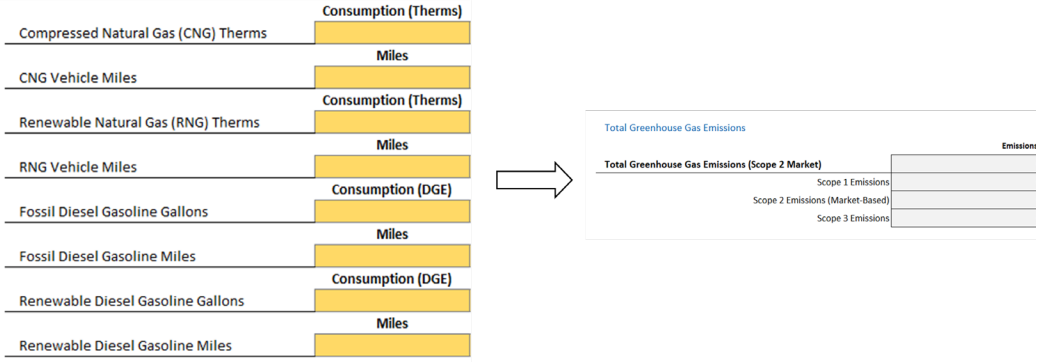
- **Business-as-usual (BAU) scenario**: projects emissions under the assumption that no emissions reduction efforts are undertaken, accounting only for factors outside Oakley's control (e.g., population growth, regulatory drivers)
- **Business-as-planned (BAP) scenario**: projects emissions that accounts for existing (or in-progress) emissions reduction actions but otherwise accounts for no new mitigating actions while still accounting for external factors
- **Emissions reduction scenarios**: high-level projections of the impact of specific strategies (e.g., fleet electrification, waste diversion, etc.) on Oakley's municipal and community-wide emissions.

Creating comprehensive, accurate and replicable emission inventories

Our emissions inventory process is designed to put data through a rigorous analysis and quality assurance process. Team members assigned to various components of the data analysis and emissions calculations will be supported by other members of team, providing an 'over-the-shoulder' review that validates all data inputs and verifies the accuracy and completeness of all emissions calculations.



Cumming Group assembles emissions inventories concurrently with non-proprietary emissions calculation tools that clients can use to replicate the process independently. These tools are designed to simplify data inputs so that users can input aggregate data based on emissions sources specific to their operational and community profiles. Calculations are pre-built into our tools, with the outputs organized according to best practice (e.g., by emissions scope and/or sector). User guides and training are provided to ensure users can modify and use the tool in perpetuity.



Task 1c: Vulnerability Analysis

Sub-consultant partner Kiley-Horn will lead the development of a climate and social vulnerability analysis for the City of Oakley. Kimley-Horn's multi-disciplinary team has a deep understanding of applicable data sets, models, and guidance needed to assess vulnerabilities and develop resilience plans that are holistic (systems-based approach), science-based, adaptive, probabilistic (time-based risk analysis), and phased (so that implementation approach matches environmental conditions along with budgets and funding). Springboarding from the City's General Plan, which aims to minimize risks to life, property, the economy, and the environment through climate adaptation strategies that enhance and promote Oakley's community resiliency, and the Contra Costa County Local Hazard Mitigation Plan, Kimley-Horn will provide a climate vulnerability assessment analyzing the risks the City's infrastructure, functions, and population are likely to face as the impacts of climate change become more pronounced. Kimley-Horn suggests identifying community members susceptible to disproportionate impacts such as seniors, children, low-income residents, persons with disabilities, and other vulnerable populations, in vulnerability assessments and evaluating social vulnerability.

Kimley-Horn will rely upon the latest science-based processes to link climate projections to specific and locally relevant climate change risks to the community based on exposure, sensitivity, and adaptive capacity. At the outset, Kimley-Horn will review existing documents and work with the City to identify specific outcomes of the resilience plan. To identify, categorize, and prioritize risks across the infrastructure, functions, and population, Kimley-Horn will use publicly available resources, such as CalAdapt, California Environmental Protection Agency's (CalEPA's) Urban Heat Island Index for California, Safeguarding California: California's Climate Adaptation Strategy, California Transportation Plan 2040, Integrated Climate Adaptation and Resiliency Program (ICARP) Technical Advisory Council, California's Fifth Climate Change Assessment, and the Intergovernmental Panel on Climate Change's (IPCC's) Sixth Assessment Report. Kimley-Horn will rely upon the methods outlines in California's Climate Adaptation Planning Guide and resources from ABAG.

From these datasets, Kimley-Horn will identify and distinguish climate hazards that are likely to pose a risk to the City's infrastructure, functions, and population. Based on data from the Climate Adaptation Planning Guide, the following climate change impacts are potential priorities for Bay Area Region communities: sea level rise, inundation, reduced precipitation, extreme heat, wildfires, and the indirect effects of landslides, flooding, erosion, reduced agricultural productivity, and degradation in public health due to heat and air pollution. Next, Kimley-Horn will link the assets to the likelihood, severity, and time of onset of the potential impact from each climate hazard to inform vulnerability. Kimley-Horn will develop a clearly understandable system of qualitative or quantitative rankings to define each asset's vulnerability over the medium to long range planning horizons.

Kimley-Horn will then assess the current adaptive capacity of each resource to the projected environmental stressor. To do this, we will review the age and hardiness of infrastructure, the City's emergency resources and response plans, and relevant policies, goals, and ordinances aimed at preserving or enhancing resiliency.

The findings of the vulnerability assessment will be reviewed with City staff during routine project meetings. Once shared understanding and consensus on the findings are achieved, the analysis will be folded into the Existing Conditions Memorandum. As a note, additional meetings may be required to clarify questions on data.

Deliverables:

- Existing Conditions Memorandum
- Emissions Inventory Tool (Municipal and Community-Wide)

Meetings:

- One (1) emissions inventory scoping meeting
- One (1) vulnerability analysis scoping meeting
- Up to five (5) data follow-up meetings to clarify gaps or availability

Task 2: Community Engagement

A more involved community engagement process that folds in community partners, meets people where they are at outdoor events or in frequently visited locations around the city, and balances between in-person and virtual events, is considered best practice when it comes to any strategic planning effort. However, based on our experience, a 12-month project with the budget as proposed cannot sufficiently accommodate an engagement process that folds in all those components.

Consequently, Cumming Group recommends that our team organizes and facilitates up to two (2) in-person public workshops with the intent to raise awareness and integrate community priorities and feedback into the CAP, as well as a 30-day public comment period on the public draft of the CAP (see Task 4). The first public workshop will come after an initial set of mitigation and adaptation strategies are prepared (see Task 3) and will be designed to present the initial outcomes of the analyses in Task 1 and solicit public input on the emerging strategies.

After comments on the strategies are integrated into the plan, Cumming Group recommends initiating a 30-day public comment period on the draft CAP. Our team recommends creating a distinct webpage for the plan on the City website with an accessible version of the plan and an accompanying form for public comment. It is likely that the City will have to deploy internal resources to set up the page, with Cumming Group providing support on developing the appropriate form and structure for comment intake.

After the public comment period begins, Cumming Group will facilitate a second public workshop one or two weeks into the comment period to create more space for the public to comment on the whole of the draft. The purpose of this workshop will be to solicit additional input on the mitigation and adaptation measures, as well as to ensure that the framing and language in the plan reflect how community members see and view climate problems and futures within their city.

Feedback from the comment period and two public workshops will be consolidated into a comment register and an outreach summary memorandum, and will ultimately be integrated into draft and final versions of the CAP. Cumming Group's team features multiple staff members who have organized and facilitated ADA accessible events, and can provide guidance on where and how the City can increase accessibility on public workshops and public comment in terms of physical access, audio-visual barriers, and providing support for day-time events (e.g., daytime child care). Additional resource support, including audio translation, non-English materials, social media postings, web materials, and day-time event support will need to be sanctioned by the City.

Early in the project timeline, Cumming Group will prepare a proposed outreach plan for the City's review with guidance on the implementation components. Our team will facilitate one (1) meeting to discuss the approach and finalize before the team executes the remainder of this task. Ahead of any public events, Cumming Group will set aside time in routine project meetings to coordinate with City staff on event facilitation and resource needs. Cumming Group will prepare all design and visual materials required for any public events such as public workshops.

Deliverables:

- Draft and final outreach plan
- Event and workshop materials (e.g., slide decks, handouts, documents, physical strategy/plan copies)
- Public comment form
- Comment register
- Outreach summary memorandum

Meetings:

- One (1) outreach scoping meeting
- Two (2) public workshops

Task 3: Develop Climate Mitigation and Adaptation Strategies

Coming off Task 1, Cumming Group and Kimley-Horn will first develop a menu of mitigation and adaptation strategies based on the findings in the Existing Conditions assessment. The initial set of strategies will reflect the outcomes of the emissions and vulnerability assessments, Oakley's level of control over certain emission sources, alignment with regional, state, and federal goals and regulatory requirements, and municipal best practices. Cumming Group and Kimley-Horn will facilitate a collaborative workshop with Oakley City staff to review the initial menu of strategies, with the intent to weed out strategies that may not be possible to implement or do not fall within Oakley's spheres of control or influence. All strategies will be informed by data, anticipated rough-order-of-magnitude (ROM) costs, emissions and adaptation impacts, co-benefits, anticipated staff and city resources, and existing projects, programs, and goals identified in other City planning documents (see Task 1).

With respect to mitigation measures, Cumming Group will focus on identifying municipal and community-wide strategies that meet at the nexus of greatest emissions impact at the lowest direct cost to the municipality and community members. Cumming Group will present measures that consider presently available technologies, current and anticipated external funding, and regulatory requirements, resulting in a menu of options that will align Oakley's emissions reduction by 2045 with State goals.

With respect to adaptation measures, Kimley-Horn will prepare a draft list of adaptation strategies that will outline how the City will improve its response to the impacts of climate change such as, but not limited to, increased flooding, heat waves, drought, and wildfires. Once the initial list is prioritized with input from the City and the stakeholder group, Kimley-Horn will apply a data-driven approach to assess each against a set of criteria likely to include how effectively the strategy supports the goals and objectives, feasibility including outlining steps needed for implementation, cost and cost efficiency, and co-benefits. Given the

Strategic Alignment

Cumming Group recognizes that alignment with the City of Oakley's General Plan and other strategic planning documents will be critical to the success of the CAP. Cumming will ensure that the mitigation and adaptation strategies presented in the plan will align, at minimum, with the following goals of the General Plan:

Goal 6.2 – Energy, Air Quality, and Greenhouse Gas Emissions
Maintain or improve air quality and climate resiliency through sustainable energy, transportation, land use, and local government planning and actions that reduce energy usage, air pollutants, and [GHG] emissions

Goal 8.5 – Climate Adaptation
Minimize risks to life, property, the economy, and the environment through Climate adaptation strategies that enhance and promote Oakley's community resiliency.

uncertainty inherent in climate change predictions, Kimley-Horn routinely recommends using the adaptive pathways approach. "Adaptive pathways" is an alternative approach to the traditional predict-and-plan method, which allows decision-makers to readdress risks and strategies in the future as information evolves, tying key decision points to events or triggers. An important last step in assessing strategies is to identify potential grants or other funding mechanisms needed for implementation, and to prioritize CAP strategies and measures that are synergistic with projects identified in other City documents.

After the City has reviewed the initial set of strategies, they will go out to the community via public workshop for input (see Task 2).

Deliverables:
- Draft and Final Mitigation and Adaptation Strategies Memorandum

Meetings:
- One (1) initial strategy review meeting
- One (1) public workshop on mitigation and adaptation strategies

Task 4: Draft Plan

Following the completion of Tasks 1 and Task 3, as well as the public workshop on strategies in Task 2, Cumming will synthesize all collected data, analysis, goals, objectives, and selected mitigation and adaptation strategies into a **draft Climate Action Plan** for the City of Oakley. The CAP will establish a comprehensive roadmap with clear, realistic, and cost-effective strategies for achieving the City's climate mitigation and adaptation goals.

The CAP will detail Oakley's approach to reducing emissions and adapting to the current and projected impacts of climate change over short-, mid-, and long-term timelines, fully incorporating the strategies post City and public input. The strategies will be accompanied by various implementation planning components, including the departments and stakeholders responsible for implementation, initial or first-year actions, potential partnerships, staffing requirements and ROM costs and emissions impact. The draft plan will also include language on monitoring, evaluation, and annual reporting to ensure that the City is tracking, measuring against, and reporting out on its progress on all measures and goals.

First, our team will work with Oakley City staff to develop and agree upon an outline for the CAP, ensuring there is consensus on structure, core content, chapters, and sections. Cumming Group will then proceed with drafting the CAP, providing all wrap-around narrative content, data visuals, and graphics for all CAP sections. Cumming Group's internal design team will produce a professional designed template for Oakley's CAP. Our team will coordinate with Oakley's marketing and communications department to verify that the report design and language comply with the City's branding guidelines.

To accompany these strategies, Cumming Group offers two additional, optional tasks that it can complete under the proposed fee:

- **Priority Criteria for Implementation and Multi-Criteria Decision-Making Survey:** Our team can develop criteria to support the City prioritizing actions or projects for implementation. These can include operational and financial criteria (e.g., labor, cost, duration) and impact criteria (e.g., emissions reduction, adaptation and quality of life co-benefits), among others. These priority criteria can be accompanied by a Multi-Criteria Decision-Making Survey, which allows users to weigh/ prioritize outcomes when evaluating projects and programs. This survey can be developed for City staff and offered as a component of community engagement.

- **Funding Source Evaluation:** Cumming Group can prepare a matrix of external funding sources and grants to which the City may refer when prioritizing strategies for implementation and to support the financing of those strategies. The matrix will consider funding sources at the federal and state levels and identify partners for relevant grant pursuits.

The **administrative draft** CAP will be issued to the City for review by all pertinent departments and staff, which after their consultation will be revised into a **public draft** for public comment. Cumming Group recommends allowing for four (4) weeks to allow for staff comments and their integration into the draft, as well as a minimum of thirty (30) days for public comment through the City website. Cumming Group will schedule and facilitate one (1) meeting to discuss staff comments before the public draft is prepared. City resources will need to be utilized to set up links, a page, and public communications on public comment, for which Cumming Group can provide guidance and support.

Deliverables:
- Draft CAP outline
- Administrative CAP draft
- Public CAP draft

Meetings:
- One (1) draft CAP review meeting

Task 5: California Environmental Quality Act (CEQA) Review

Sub-consultant partner Kimley-Horn will lead the execution of Task 5.

To allow for subsequent streamlining of future GHG analyses under CEQA, the City must adopt the CAP as a "qualified" CAP, meaning that it must fulfill specific requirements and undergo environmental clearance under CEQA. Specifically, CEQA Guidelines Section 15183.5(b) allows lead agencies to analyze and mitigate significant GHG emissions in a plan for the reduction of GHG emissions or similar (e.g., a CAP), such that later project-specific environmental documents may tier from that programmatic review. Projects consistent with a qualified CAP may be considered to have a less than significant impact with respect to GHG emissions. To be considered qualified, a CAP must, among other requirements, establish a target GHG emissions level, develop measures that can demonstrate achieving that goal, and "be adopted in a public process following environmental review". However, many cities find that developing a CAP with a numeric GHG target that can be shown, with substantial evidence, to be the level "below which the contribution to GHG emissions from activities covered by the plan would not be cumulatively considerable" is difficult.

Nonetheless, as the CARB explains in the 2022 Scoping Plan, "Whether or not a jurisdiction adopts any type of CAP, local governments have tremendous opportunity to reduce GHGs in these three strategy areas: (1) Transportation electrification; (2) vehicle miles traveled (VMT) reduction, [and] (3) Building decarbonization. By prioritizing climate action in these areas, local governments will be addressing the largest sources of emissions under their authority and meaningfully tackling climate change, as well as aligning with State climate goals and protecting public health and welfare."

Therefore, to achieve the City's objectives of a forward-thinking and locally relevant plan that includes a realistic number of actionable, achievable, and impactful steps to reduce City-wide GHG emissions, Kimley-Horn suggests the City focus its CAP on meaningful GHG reductions in the three areas identified above, adopt it in a public process, and rely on an exemption for CEQA clearance. Specifically, CEQA Guidelines Section 15262 covers a statutory exemption for Feasibility and Planning Studies [which is defined as "a project involving only feasibility or planning studies for possible future actions"]. Clearly, relying on an exemption would mean future implementing measures (such as new or modified municipal ordinances) or projects (infrastructure hardening, for example) would need to assess CEQA clearance separately in the future. Kimley-Horn welcomes engaging with the City to discuss the challenges and advantages of various potential CEQA clearance pathways. However, it is Kimley-Horn's opinion, based on their experience in this field, that within the budget the City established for this project, an intensive CEQA process (one resulting in either a Negative Declaration or Environmental Impact Report) cannot be adequately accomplished.

To support the CEQA exemption assumed in our proposal, Kimley-Horn will prepare an evaluation and consideration of relevant environmental factors, in accordance with the CEQA Guidelines.

Deliverables:

- Draft CEQA exemption documentation memorandum
- Final CEQA exemption documentation memorandum, in response to one consolidated set of comments on the Draft

Task 6: Presentations to Planning Commission and City Council

Cumming Group will support Oakley City staff in preparing reports and presentations to both the Oakley Planning Commission and the Oakley City Council. This support will entail any memoranda, graphics, charts, and/or presentations required for interim or midway check-ins with these groups to report on the analyses and outreach strategy, as well as any follow-up report-outs on the draft and final versions of the CAP. This support will extend to any additional staff devoted to working on the CAP from the City, including the City's anticipated internal staff advisory committee.

Deliverables:

- Staff reports and presentations

Meetings:

- Participation in conference calls and meetings with Oakley City staff, Planning Commission, City Council, and internal advisory committee

Task 7: Final Plan

At the conclusion of all internal and public meetings and workshops, Cumming Group will consolidate all feedback into a Comment Register and will recommend corresponding revisions to the CAP for City staff review and approval. Once all comments have been addressed and approved, we will produce and submit the final CAP.

Deliverables:

- Final City of Oakley Climate Action Plan

Task 8: Text for General Plan

As part of the final CAP, Cumming Group will prepare an executive summary that will sit at the front of the document. Distilled versions of this text will be adopted for incorporation into a future General Plan update. Cumming Group will work with staff to ensure that the

language meets City expectations in terms of length, tone, and sufficient reference to the CAP itself.

Deliverables:
- Draft text for the General Plan

Task 9: Project Management

Cumming Group, as the prime consultant, has assigned a committed Project Manager, Louis Spanias, to provide day-to-day oversight and management of the CAP work plan. Louis brings over five years of experience working with public sector clients, having led sustainability and climate action planning efforts for the cities of Ellensburg, WA, and Tucson, AZ, as well as leading technical emissions and adaptation analyses for the City of Oxnard, CA, the County of San Diego, and various Santa Clara County jurisdictions.
Cumming Group will focus on providing the following project management deliverables:

1. **Monthly Progress Reports:** Accompanying monthly invoices, Cumming Group will provide the City of Oakley with detailed monthly progress reports detailing all significant updates and developments, budget details, document and delivery status and deadlines, meeting schedules, and other outstanding items or changes requiring resolution.

2. **Meetings:** Cumming Group proposes facilitating a bi-weekly to monthly meeting with the project core team via videoconference to review progress, discuss key activities and milestones, review schedule and budget status, solicit input on deliverables, discuss strategies to overcome challenges, and foster a dialogue regarding Oakley's vision for its CAP and the strategies and implementation priorities therein. These meetings will serve to routinely update Oakley staff and to ensure accountability on the project schedule and budget. In addition to these routine meetings, Cumming Group will facilitate a variety of task-specific meetings (as outlined throughout our approach to the Scope of Work), including a kick-off meeting, staff meetings and interviews, stakeholder and community engagement (see Task 2), and other background and draft review meetings. Our specific role in meeting preparation and facilitation will include:

    - Developing focused meeting agendas;
    - Distributing meeting minutes within five business days;
    - Coordinating meeting schedules to maximize participation; and
    - Preparing informative meeting materials and presentations.

3. **Communication:** In alignment with our collaborative approach, Cumming Group will regularly communicate with the Oakley core team and assigned project manager(s) via phone calls, e-mails, and conference calls with the objectives of obtaining any necessary data or inputs and ensuring that the project stays within budget and on schedule

4. **Document Control:** Cumming Group will maintain all project documents, revision logs, and draft version control within our standard project file system. This process ensures that all comments are correctly incorporated into revised drafts and all document versions are archived through the duration of the project.

5. **Quality Management:** Cumming Group's standard project management approach also includes a rigorous Quality Management process that governs the fulfillment of project scope and deliverables, document control, and schedule and budget management. As part of this process, all deliverables (e.g., calculations, analyses, reports, slide decks, and communications materials) will undergo multiple reviews and a final review with sign-off by our senior technical staff, project manager, project director, and Oakley staff to ensure accuracy, completeness, and fulfillment of all project requirements.

Task 9a: Project Kickoff Meeting

Cumming Group will host a project kick-off meeting within ten business days of contract execution (or as otherwise agreed with City staff) to review our project management approach and work plan, establish a communication protocol, and discuss initial information requests to initiate Task 1 and other phases of the project. This meeting will be used as an opportunity to review the scope of work, address City priorities and concerns, and install the management infrastructure needed to ensure that the project is completed on-time, within budget, and to the satisfaction of Oakley City staff, City Council, Oakley stakeholders, and community members.

Deliverables:
- Meeting agendas, minutes, and presentation materials
- Monthly invoices and progress reports

Meetings:
- Project Kick-off Meeting
- Bi-weekly or monthly project meetings
- Additional staff or stakeholder meetings as required

Schedule

Task #	Task	MAR 24	APR 24	MAY 24	JUN 24	JUL 24	AUG 24	SEP 24	OCT 24	NOV 24	DEC 24	JAN 25	FEB 25
1	Existing Conditions, Projections, and Targets												
1a	*1a: Review of Relevant Documents and Legislation*												
1b	*1b: Greenhouse Gas (GHG) Emissions Inventory*												
1c	*1c: Vulnerability Analysis*												
2	Community Engagement							WS				WS/PC	
3	Develop Climate Mitigation and Adaptation Strategies												
4	Draft Plan										Draft		
5	California Environmental Quality Act (CEQA) Review												
6	Presentations to Planning Commission and City Council												
7	Final Plan												Final
8	Text for General Plan												
9	Project Management												

WS	Public Workshop
PC	Public Comment
Draft	Draft Plan
Final	Final Plan

Cost Proposal

Position	Rate
Project Director	$200.00
Project Manager	$190.00
Mitigation Lead	$175.00
Sr. Energy Engineer	$190.00
Sr. Cost Manager	$190.00
Sr. Systems Engineer	$185.00
Mitigation Specialist	$175.00
Data Analyst	$175.00
Engagement Lead	$135.91
Engagement Coordinator	$110.00
Adaptation Lead	$350.00
Climate Adaptation Planner	$230.00
Climate Analyst	$175.00
ADA Engagement Specialist	$160.00
Project Support	$150.00

Task #	Task	Est. Hours	Total Task Labor ($)
1	Existing Conditions, Projections, and Targets	132	$ 24,298.64
1a	1a: Review of Relevant Documents and Legislation	18	$ 3,221.82
1b	1b: Greenhouse Gas (GHG) Emissions Inventory	69	$ 12,225.00
1c	1c: Vulnerability Analysis	45	$ 8,851.82
2	Community Engagement	95	$ 13,945.50
3	Develop Climate Mitigation and Adaptation Strategies	118	$ 23,078.64
4	Draft Plan	78	$ 13,918.20
5	California Environmental Quality Act (CEQA) Review	23	$ 5,000.00
6	Presentations to Planning Commission and City Council	20	$ 4,263.64
7	Final Plan	25	$ 4,303.19
8	Text for General Plan	8	$ 1,680.00
9	Project Management	62	$ 9,460.00
Total Budget and Labor		561	$ 99,947.81

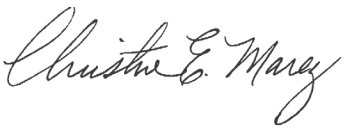
Section 4

Conflicts of Interest

Conflicts of Interest

Disclose any actual, apparent, direct or indirect, or potential conflicts of interest that may exist with respect to the firm, management, or employees of the firm or other persons relative to the services to be provided under the Agreement to be awarded pursuant to this RFP. If the consultant has no conflicts of interests, a statement to that effect shall be included in the Proposal.

Cumming Group has no conflicts of interest that may exist with respect to the firm, management or employees of the firm or other persons relative to the services to be provided under the Agreement to be awarded pursuant to this RFP.



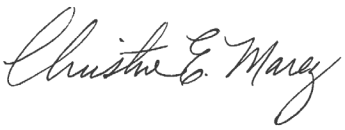
Christine Marez
Vice President
Cumming Management Group, Inc
626-688-4634
cmarez@cumming-group.com

Acknowledgements

Acknowledgements

Acknowledge the consultant has reviewed the General Conditions in section IX and agrees the proposal shall remain open for a minimum of 150 calendar days from the Submittal Deadline.

Cumming Group has reviewed the General Conditions in section IX and understands the proposal shall remain open for a minimum of 150 calendar days from the Submittal Deadline.



Christine Marez
Vice President
Cumming Management Group, Inc
626-688-4634
cmarez@cumming-group.com

CUMMING
GROUP

cumming-group.com

RESOLUTION NO. -24

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OAKLEY AUTHORIZING THE CITY MANAGER TO EXECUTE A PROFESSIONAL SERVICES AGREEMENT WITH CUMMING MANAGEMENT GROUP, INC. IN AN AMOUNT NOT TO EXCEED $99,947.81 FOR PLANNING CONSULTING SERVICES TO ASSIST STAFF IN THE DEVELOPMENT OF A CLIMATE ACTION PLAN (CAP)

WHEREAS, on November 14, 2023, the City Council reviewed and accepted the Request for Proposals and Qualifications ("RFP") the purposes of securing planning consulting services to support the City in completing a Climate Action Plan (CAP); and

WHEREAS, on January 8, 2024, the City of Oakley Planning Staff solicited the RFP to interested consultants and posted it on the City of Oakley's and California Chapter American Planning Association's websites requesting responses no later than 5:00 P.M. on February 7, 2024; and

WHEREAS, seven responses were received, and a team of four reviewers including the City Manager, Planning Manager, Engineering Manager, and Associate Planner came to a decision that Cumming Management Group inc. was the top proposal.

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Oakley that the proposal for planning and consulting services between the City of Oakley and Cumming Management Group Inc. for the purposes of developing a Climate Action Plan is hereby approved.

BE IT FURTHER RESOLVED AND ORDERED that the City of Oakley City Manager is hereby authorized and directed to sign the Professional Services Agreement between the City of Oakley and Cumming Management Group Inc.

PASSED AND ADOPTED by the City Council of the City of Oakley at a meeting held on the _____ by the following vote:

AYES:
NOES:
ABSENT:
ABSTENTIONS:

APPROVED:

_____
Anissa Williams, Mayor Date

ATTEST:

_____
Libby Vreonis, City Clerk Date

SHORT FORM
SERVICES AGREEMENT BETWEEN
THE CITY OF OAKLEY AND _____

THIS SERVICES AGREEMENT for _____ services is entered into by and between the City of Oakley, a municipal corporation in the State of California (hereinafter referred to as "City") and _____, a _____ (hereinafter referred to as "Contractor") effective as of _____, 20__ (“Effective Date”).

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

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

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

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

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

Section 2. **COMPENSATION.** City hereby agree to pay Contractor a sum not to exceed the amount described in Exhibit A, attached hereto and incorporated herein. City shall pay Contractor for services rendered pursuant to this Agreement at the time and in the manner set forth herein. These payments shall be the only

payments from City to Contractor for services rendered pursuant to this Agreement. Contractor shall submit invoices to City each month for services provided.

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

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

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

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

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

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

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

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

a. Construction and Demolition. Contractor must contact a

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

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

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

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

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

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

Section 5. INSURANCE REQUIREMENTS. Before beginning any work under

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

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

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

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

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

Section 6. INDEMNIFICATION AND CONTRACTOR'S RESPONSIBILITIES

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

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

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

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

Section 7. STATUS OF CONTRACTOR.

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

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

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

Section 8. LEGAL REQUIREMENTS.

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

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

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

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

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

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

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

Section 9. TERMINATION AND MODIFICATION.

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

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

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

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

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

written approval of the Contract Administrator.

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

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

Section 10. KEEPING AND STATUS OF RECORDS.

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

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

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

years after final payment under the Agreement.

Section 11 MISCELLANEOUS PROVISIONS.

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

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

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

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

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

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

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

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

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

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

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

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

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

11.10 Notices.

Any written notice to Contractor shall be sent to:

Any written notice to City shall be sent to:

City of Oakley
Attn: _____
3231 Main St.
Oakley, CA 94561

11.11 **Integration.** This Agreement, including the attached exhibits, represents the entire and integrated agreement between City and Contractor and supersedes all prior negotiations, representations, and

agreements, either written or oral.

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

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

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

CITY:	**CONTRACTOR:**
City of Oakley, a municipal corporation In the State of California	Name (STATE) (ENTITY TYPE)
_____ Bryan H. Montgomery, City Manager	Sign: _____ Name: _____ Title: _____

Attest:

_____
Libby Vreonis, City Clerk

Approved as to Form:

_____
Derek Cole, City Attorney

EXHIBIT A

Scope of Work/Compensation Schedule

Exhibit B

Insurance Requirements

Specific Insurance Requirements and Required Policy Limits

PROFESSIONAL SERVICES CONTRACTS:

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

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

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

1. **Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01) covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than **$1,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
2. **Automobile Liability:** Insurance Services Office Form number CA 0001 Code 1 (any auto), or if Consultant has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than **$1,000,000** per accident for bodily injury and property damage.
3. **Workers' Compensation** insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than **$1,000,000** per accident for bodily injury or disease.

(Not required if Consultant provides written verification it has no employees)

4. **Professional Liability** (Errors and Omissions) Insurance appropriate to the Consultant's profession, with limit no less than **$1,000,000** per occurrence or claim, **$2,000,000** aggregate. Architects and Engineers coverage shall be endorsed to include contractual liability.

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

Other Insurance Provisions

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

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

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

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

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

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

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

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

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

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

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

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

DATE: March 26, 2024

Approved and Forwarded to the City Council

TO: Joshua McMurray, City Manager

FROM: Paul Beard, Chief of Police
Jeri Tejeda, Administrative Services Director

SUBJECT: Adopt a Resolution authorizing the addition of a Police Officer Trainee classification to the Salary Schedule.

Background and Analysis

Police Officer recruitment continues to be a challenge for the City. Qualified lateral officers have become harder to find and quality still remains our priority over quantity. To date, we have one vacant officer position, four officers and one sergeant out on extended medical leave, and the potential of some retirements before the end of the calendar year. The need to fill these vacancies remains our top priority and therefore staff is proposing the implementation of a Police Officer Trainee Classification.

A Police Officer Trainee classification would bring new challenges to the department, some risk to the City as well as the potential for great reward should it work. While we will not need additional funding for this, staff wants to ensure it is understood that we will be committing to paying for a trainee to go through the academy as well as paying for the cost of the academy itself. While the hourly rate is significantly lower than an Officer's pay, the cost incurred will not immediately help the department. It is estimated we will not see the true benefit of this investment until 12-18 months from the hire date when the trainee clears probation. An officer trainee would be an at-will position and full-time employment would be dependent on graduating from the academy.

Statistics show that a fairly low percentage of those who apply to be a peace officer actually get hired by an organization. Factually speaking, in 1990 only one out of every hundred applicants would be hired and placed into an academy. Current day standards have risen to four out of every hundred applicants are hired and placed into an academy. The reason for this low percentage is due to the fact applicants go through medical testing, psychological testing, polygraph testing and a full background investigation. The hiring standards are strict for law-enforcement and these processes do a good job of drawing out the tendencies, traits, and past histories we want to avoid when seeking an Oakley Police Officer.

Even after we identify applicants who we believe to be a viable candidate, and even after that candidate passes all of the testing processes there is no guarantee our

applicant would pass the basic police academy. There is currently a 10%-15% failure rate in the academy. Typical reasons for failing an academy are academic deficiencies, report writing deficiencies and faltering physical skills and fitness.

Once an applicant has passed all of the pre-employment testing and has passed the academy the applicant then enters a field training program that lasts 13 weeks for the Oakley Police Department. Historically we have only hired lateral police officers, so we do not have any in-house data on the failure rates of police trainees who do not pass our field training program, but regionally that failure rate is again 10%-15%. After our applicant has passed our field training program they would be closely monitored, by a sergeant, for the balance of their probationary period with us.

While this will not begin until fiscal year 2024/25, we are before you this evening as time is of the essence. In order to make the academy deadline for the July 2024 academy, we need to begin recruitment immediately. Recruitment would include a full background and medical exam, including psychological testing, just like a sworn police officer. Any trainee would need to be able to pass all of the testing and the background, prior to the City sponsoring the trainee in the academy.

Should this item be approved this evening, staff will immediately post the position. The schedule is ambitious and there is not a lot of room for the what-ifs. While staff is excited to take on this challenge and will remain hopeful that we can find two trainees to represent the City of Oakley, we want to remain realistic with the Council that at any point in the process, it could stall or even fail. Staff has some backup plans in place, but with anything that is new we anticipate a lot of learning and changing throughout the process.

Should everything go as planned, for the first time in the history of the department, the City of Oakley's uniform would be worn by two trainees in the academy beginning in July 2024. Should both succeed, we would see them move to a full-time officer in January of 2025. This does not mean they will be an additional body for the department in January of 2025. They would still be required to go through the field training program and potentially not be a stand-alone officer until April-June of 2025.

Consistency with Oakley Strategic Plan 27+

This item is consistent with our strategic plans Community Health and Safety and Sustainable Organization goals. In order to maintain and accomplish many of the objectives set out in these goals, we need to ensure our staffing levels increase.

Fiscal Impact

While there is not a direct fiscal impact to the budget, the funding for sworn officers will be utilized for non-sworn positions for the first 6 months of employment while the Officer trainee attends the academy. Funds remain in the Police recruitment line item allocated from the ARPA funding and staff would intend to use this when necessary for any recruitment costs, including academy sponsorship.

Staff Recommendation

Adopt a Resolution authorizing the addition of a Police Officer Trainee classification to the Salary Schedule effective 03/26/2024.

Attachments

1. Resolution
2. Salary Schedule-Red-Lined
3. Police Officer Trainee – Job Description

RESOLUTION NO. X-24

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OAKLEY AMENDING THE 2023-2024 EMPLOYEE SALARY SCHEDULE ADDING A NEW JOB CLASSIFICATIONS

WHEREAS, the City Council adopted a Compensation Policy on June 25, 2001 establishing the City of Oakley's policy regarding employee compensation in conformance to City Ordinance 17-00; and

WHEREAS, the Compensation Policy was amended on June 24, 2008 and on June 13, 2017; and

WHEREAS, on June 14, 2022 Council approved a new compensation and benefit package moving from merit increase to a step system for compensation; and

WHEREAS, to assist with the recruitment of Police Officers, staff is recommending adding a Police Officer Trainee Classification to the Salary Schedule; and

WHEREAS, to attract the most qualified candidates, staff feels the requested positions are most appropriate; and

BE IT RESOLVED that the City Council of the City of Oakley hereby approves the addition of the Police Officer Trainee classification as noted in the attached salary schedule and also resolves the position will be a non-sworn, at will position until all required testing and certifications required by law have been successfully achieved.

PASSED, APPROVED AND ADOPTED this 26th day of March 2024 by the following vote.

AYES:
NOES:
ABSTENTION:
ABSENT:

APPROVED:

_____
Anissa Williams, Mayor

ATTEST:

_____
Libby Vreonis, City Clerk

_____
Date

City of Oakley
Master Salary Schedule
All Positions
Effective February 13, 2024

Position	Unit	Hourly/Salary	Frequency	Step AA	Step A	Step B	Step C	Step D	Step E	Step F
Accountant	**UNREP**	**S**	**Hourly**		**$ 44.27**	**$ 46.48**	**$ 48.81**	**$ 51.25**	**$ 53.81**	
			Bi-Weekly		$ 3,541.55	$ 3,718.62	$ 3,904.55	$ 4,099.78	$ 4,304.77	
			Monthly		$ 7,673.35	$ 8,057.02	$ 8,459.87	$ 8,882.86	$ 9,327.00	
			Annually		$ 92,080.20	$ 96,684.21	$ 101,518.42	$ 106,594.34	$ 111,924.06	
Accounting Technician	**UNREP**	**H**	**Hourly**		**$ 33.31**	**$ 34.97**	**$ 36.72**	**$ 38.56**	**$ 40.49**	
			Bi-Weekly		$ 2,664.60	$ 2,797.83	$ 2,937.73	$ 3,084.61	$ 3,238.84	
			Monthly		$ 5,773.31	$ 6,061.98	$ 6,365.07	$ 6,683.33	$ 7,017.49	
			Annually		$ 69,279.72	$ 72,743.71	$ 76,380.89	$ 80,199.94	$ 84,209.93	
Administrative Assistant	**UNREP**	**H**	**Hourly**		**$ 29.69**	**$ 31.17**	**$ 32.73**	**$ 34.37**	**$ 36.08**	
			Bi-Weekly		$ 2,374.95	$ 2,493.70	$ 2,618.39	$ 2,749.31	$ 2,886.77	
			Monthly		$ 5,145.74	$ 5,403.02	$ 5,673.17	$ 5,956.83	$ 6,254.67	
			Annually		$ 61,748.83	$ 64,836.27	$ 68,078.08	$ 71,481.99	$ 75,056.09	
Administrative Services Director	**UNREP**	**S**	**Hourly**		**$ 89.02**	**$ 93.47**	**$ 98.14**	**$ 103.05**	**$ 108.20**	
			Bi-Weekly		$ 7,121.23	$ 7,477.29	$ 7,851.16	$ 8,243.71	$ 8,655.90	
			Monthly		$ 15,429.33	$ 16,200.80	$ 17,010.84	$ 17,861.38	$ 18,754.45	
			Annually		$ 185,151.96	$ 194,409.56	$ 204,130.04	$ 214,336.54	$ 225,053.36	
Administrative Supervisor	**UNREP**	**S**	**Hourly**		**$ 37.42**	**$ 39.29**	**$ 41.26**	**$ 43.32**	**$ 45.48**	
			Bi-Weekly		$ 2,993.64	$ 3,143.32	$ 3,300.48	$ 3,465.51	$ 3,638.78	
			Monthly		$ 6,486.21	$ 6,810.52	$ 7,151.05	$ 7,508.60	$ 7,884.03	
			Annually		$ 77,834.52	$ 81,726.25	$ 85,812.56	$ 90,103.19	$ 94,608.35	
Administrative Technician	**UNREP**	**H**	**Hourly**		**$ 31.58**	**$ 33.16**	**$ 34.81**	**$ 36.55**	**$ 38.38**	
			Bi-Weekly		$ 2,526.12	$ 2,652.42	$ 2,785.04	$ 2,924.30	$ 3,070.51	
			Monthly		$ 5,473.26	$ 5,746.92	$ 6,034.26	$ 6,335.98	$ 6,652.78	
			Annually		$ 65,679.06	$ 68,963.02	$ 72,411.17	$ 76,031.72	$ 79,833.31	
Assistant City Manager	**UNREP**	**S**	**Hourly**		**$ 95.34**	**$ 100.10**	**$ 105.11**	**$ 110.36**	**$ 115.88**	
			Bi-Weekly		$ 7,626.86	$ 8,008.20	$ 8,408.61	$ 8,829.04	$ 9,270.49	
			Monthly		$ 16,524.86	$ 17,351.10	$ 18,218.65	$ 19,129.59	$ 20,086.07	
			Annually		$ 198,298.28	$ 208,213.19	$ 218,623.85	$ 229,555.04	$ 241,032.80	
Assistant Engineer	**UNREP**	**H**	**Hourly**		**$ 47.28**	**$ 49.64**	**$ 52.12**	**$ 54.73**	**$ 57.47**	
			Bi-Weekly		$ 3,782.28	$ 3,971.39	$ 4,169.96	$ 4,378.46	$ 4,597.38	
			Monthly		$ 8,194.94	$ 8,604.69	$ 9,034.92	$ 9,486.67	$ 9,961.00	
			Annually		$ 98,339.28	$ 103,256.24	$ 108,419.06	$ 113,840.01	$ 119,532.01	
Assistant Recreation Coordinator	**UNREP**	**H**	**Hourly**		**$ 30.54**	**$ 32.07**	**$ 33.67**	**$ 35.35**	**$ 37.12**	
			Bi-Weekly		$ 2,443.20	$ 2,565.36	$ 2,693.63	$ 2,828.31	$ 2,969.73	
			Monthly		$ 5,293.61	$ 5,558.29	$ 5,836.21	$ 6,128.02	$ 6,434.42	
			Annually		$ 63,523.32	$ 66,699.49	$ 70,034.46	$ 73,536.18	$ 77,212.99	
Associate Engineer	**UNREP**	**S**	**Hourly**		**$ 55.73**	**$ 58.51**	**$ 61.44**	**$ 64.51**	**$ 67.74**	
			Bi-Weekly		$ 4,458.07	$ 4,680.97	$ 4,915.02	$ 5,160.77	$ 5,418.81	
			Monthly		$ 9,659.15	$ 10,142.11	$ 10,649.21	$ 11,181.67	$ 11,740.76	
			Annually		$ 115,909.80	$ 121,705.29	$ 127,790.55	$ 134,180.08	$ 140,889.09	
Associate Planner	**UNREP**	**S**	**Hourly**		**$ 48.28**	**$ 50.69**	**$ 53.22**	**$ 55.89**	**$ 58.68**	
			Bi-Weekly		$ 3,862.11	$ 4,055.22	$ 4,257.98	$ 4,470.88	$ 4,694.42	
			Monthly		$ 8,367.92	$ 8,786.31	$ 9,225.63	$ 9,686.91	$ 10,171.25	
			Annually		$ 100,414.99	$ 105,435.74	$ 110,707.52	$ 116,242.90	$ 122,055.05	

City of Oakley
Master Salary Schedule
All Positions
Effective February 13, 2024

Position	Unit	Hourly/Salary	Frequency	Step AA	Step A	Step B	Step C	Step D	Step E	Step F
Building Inspector I	**UNREP**	**H**	**Hourly**		**$ 38.74**	**$ 40.68**	**$ 42.71**	**$ 44.85**	**$ 47.09**	
			Bi-Weekly		$ 3,099.17	$ 3,254.13	$ 3,416.84	$ 3,587.68	$ 3,767.06	
			Monthly		$ 6,714.87	$ 7,050.61	$ 7,403.14	$ 7,773.30	$ 8,161.96	
			Annually		$ 80,578.42	$ 84,607.35	$ 88,837.71	$ 93,279.60	$ 97,943.58	
Building Inspector I (Y-RATE)	**UNREP**	**H**	**Hourly**					**$ 48.85**	**$ 51.68**	
			Bi-Weekly		$ -	$ -	$ -	$ 3,908.23	$ 4,134.01	
			Monthly		$ -	$ -	$ -	$ 8,467.84	$ 8,957.02	
			Annually		$ -	$ -	$ -	$ 101,614.03	$ 107,484.21	
Building Inspector II w/Combo Cert	**UNREP**	**H**	**Hourly**		**$ 42.61**	**$ 44.74**	**$ 46.98**	**$ 49.33**	**$ 51.80**	
			Bi-Weekly		$ 3,409.09	$ 3,579.54	$ 3,758.52	$ 3,946.45	$ 4,143.77	
			Monthly		$ 7,386.36	$ 7,755.67	$ 8,143.46	$ 8,550.63	$ 8,978.16	
			Annually		$ 88,636.28	$ 93,068.09	$ 97,721.50	$ 102,607.57	$ 107,737.95	
Chief Building Official	**UNREP**	**S**	**Hourly**		**$ 72.29**	**$ 75.91**	**$ 79.70**	**$ 83.69**	**$ 87.87**	
			Bi-Weekly		$ 5,783.34	$ 6,072.51	$ 6,376.14	$ 6,694.94	$ 7,029.69	
			Monthly		$ 12,530.58	$ 13,157.11	$ 13,814.96	$ 14,505.71	$ 15,231.00	
			Annually		$ 150,366.96	$ 157,885.31	$ 165,779.57	$ 174,068.55	$ 182,771.98	
City Clerk/Paralegal	**UNREP**	**S**	**Hourly**		**$ 65.41**	**$ 68.68**	**$ 72.11**	**$ 75.72**	**$ 79.50**	
			Bi-Weekly		$ 5,232.60	$ 5,494.23	$ 5,768.94	$ 6,057.39	$ 6,360.26	
			Monthly		$ 11,337.30	$ 11,904.16	$ 12,499.37	$ 13,124.34	$ 13,780.56	
			Annually		$ 136,047.57	$ 142,849.95	$ 149,992.45	$ 157,492.07	$ 165,366.67	
City Manager*	**Contract**	**S**	**Hourly**						**$ 133.41**	
			Bi-Weekly						$ 10,673.08	
			Monthly						$ 23,125.00	
			Annually						$ 277,500.00	
Code Enforcement Technician	**UNREP**	**H**	**Hourly**		**$ 32.28**	**$ 33.90**	**$ 35.59**	**$ 37.37**	**$ 39.24**	
			Bi-Weekly		$ 2,582.64	$ 2,711.77	$ 2,847.36	$ 2,989.73	$ 3,139.22	
			Monthly		$ 5,595.72	$ 5,875.51	$ 6,169.28	$ 6,477.75	$ 6,801.64	
			Annually		$ 67,148.67	$ 70,506.10	$ 74,031.40	$ 77,732.97	$ 81,619.62	
Code Enforcement Officer	**UNREP**	**H**	**Hourly**		**$ 38.74**	**$ 40.68**	**$ 42.71**	**$ 44.85**	**$ 47.09**	
			Bi-Weekly		$ 3,099.17	$ 3,254.13	$ 3,416.84	$ 3,587.68	$ 3,767.06	
			Monthly		$ 6,714.87	$ 7,050.61	$ 7,403.14	$ 7,773.30	$ 8,161.96	
			Annually		$ 80,578.42	$ 84,607.35	$ 88,837.71	$ 93,279.60	$ 97,943.58	
Community Development Director	**UNREP**	**S**	**Hourly**		**$ 88.54**	**$ 92.96**	**$ 97.61**	**$ 102.49**	**$ 107.62**	
			Bi-Weekly		$ 7,083.01	$ 7,437.16	$ 7,809.02	$ 8,199.47	$ 8,609.44	
			Monthly		$ 15,346.52	$ 16,113.84	$ 16,919.53	$ 17,765.51	$ 18,653.79	
			Annually		$ 184,158.19	$ 193,366.10	$ 203,034.41	$ 213,186.13	$ 223,845.43	
Custodian	**UNREP**	**H**	**Hourly**		**$ 27.17**	**$ 28.53**	**$ 29.95**	**$ 31.45**	**$ 33.02**	
			Bi-Weekly		$ 2,173.35	$ 2,282.02	$ 2,396.12	$ 2,515.92	$ 2,641.72	
			Monthly		$ 4,708.92	$ 4,944.37	$ 5,191.59	$ 5,451.17	$ 5,723.73	
			Annually		$ 56,507.08	$ 59,332.43	$ 62,299.05	$ 65,414.01	$ 68,684.71	
Deputy City Clerk	**UNREP**	**H**	**Hourly**		**$ 34.06**	**$ 35.76**	**$ 37.55**	**$ 39.42**	**$ 41.39**	
			Bi-Weekly		$ 2,724.41	$ 2,860.63	$ 3,003.66	$ 3,153.84	$ 3,311.53	
			Monthly		$ 5,902.88	$ 6,198.02	$ 6,507.92	$ 6,833.32	$ 7,174.99	
			Annually		$ 70,834.54	$ 74,376.27	$ 78,095.08	$ 81,999.84	$ 86,099.83	

City of Oakley
Master Salary Schedule
All Positions
Effective February 13, 2024

Position	Unit	Hourly/Salary	Frequency	Step AA	Step A	Step B	Step C	Step D	Step E	Step F
Economic Development Analyst	**UNREP**	**S**	**Hourly**		**$ 51.27**	**$ 53.83**	**$ 56.52**	**$ 59.35**	**$ 62.32**	
			Bi-Weekly		$ 4,101.36	$ 4,306.42	$ 4,521.75	$ 4,747.83	$ 4,985.23	
			Monthly		$ 8,886.27	$ 9,330.59	$ 9,797.12	$ 10,286.97	$ 10,801.32	
			Annually		$ 106,635.28	$ 111,967.05	$ 117,565.40	$ 123,443.67	$ 129,615.85	
Engineering Manager	**UNREP**	**S**	**Hourly**		**$ 68.84**	**$ 72.28**	**$ 75.90**	**$ 79.69**	**$ 83.68**	
			Bi-Weekly		$ 5,507.30	$ 5,782.67	$ 6,071.80	$ 6,375.39	$ 6,694.16	
			Monthly		$ 11,932.49	$ 12,529.11	$ 13,155.56	$ 13,813.34	$ 14,504.01	
			Annually		$ 143,189.82	$ 150,349.31	$ 157,866.78	$ 165,760.12	$ 174,048.12	
Engineering Technician	**UNREP**	**H**	**Hourly**		**$ 37.10**	**$ 38.95**	**$ 40.90**	**$ 42.94**	**$ 45.09**	
			Bi-Weekly		$ 2,967.67	$ 3,116.05	$ 3,271.86	$ 3,435.45	$ 3,607.22	
			Monthly		$ 6,429.95	$ 6,751.45	$ 7,089.02	$ 7,443.47	$ 7,815.64	
			Annually		$ 77,159.40	$ 81,017.37	$ 85,068.24	$ 89,321.65	$ 93,787.73	
Facilities Maintenance Worker	**UNREP**	**H**	**Hourly**		**$ 31.91**	**$ 33.51**	**$ 35.18**	**$ 36.94**	**$ 38.79**	
			Bi-Weekly		$ 2,552.80	$ 2,680.44	$ 2,814.46	$ 2,955.19	$ 3,102.95	
			Monthly		$ 5,531.07	$ 5,807.62	$ 6,098.00	$ 6,402.90	$ 6,723.05	
			Annually		$ 66,372.83	$ 69,691.47	$ 73,176.04	$ 76,834.85	$ 80,676.59	
Finance Manager	**UNREP**	**S**	**Hourly**		**$ 66.41**	**$ 69.73**	**$ 73.22**	**$ 76.88**	**$ 80.72**	
			Bi-Weekly		$ 5,312.83	$ 5,578.47	$ 5,857.39	$ 6,150.26	$ 6,457.78	
			Monthly		$ 11,511.13	$ 12,086.69	$ 12,691.02	$ 13,325.57	$ 13,991.85	
			Annually		$ 138,133.56	$ 145,040.24	$ 152,292.25	$ 159,906.86	$ 167,902.21	
Human Resources Manager	**UNREP**	**S**	**Hourly**		**$ 66.41**	**$ 69.73**	**$ 73.22**	**$ 76.88**	**$ 80.72**	
			Bi-Weekly		$ 5,312.83	$ 5,578.47	$ 5,857.39	$ 6,150.26	$ 6,457.78	
			Monthly		$ 11,511.13	$ 12,086.69	$ 12,691.02	$ 13,325.57	$ 13,991.85	
			Annually		$ 138,133.56	$ 145,040.24	$ 152,292.25	$ 159,906.86	$ 167,902.21	
Information Technology Manager	**UNREP**	**S**	**Hourly**		**$ 60.96**	**$ 64.01**	**$ 67.21**	**$ 70.57**	**$ 74.10**	
			Bi-Weekly		$ 4,876.98	$ 5,120.83	$ 5,376.87	$ 5,645.71	$ 5,928.00	
			Monthly		$ 10,566.79	$ 11,095.13	$ 11,649.89	$ 12,232.38	$ 12,844.00	
			Annually		$ 126,801.48	$ 133,141.55	$ 139,798.63	$ 146,788.56	$ 154,127.99	
Office Assistant	**UNREP**	**H**	**Hourly**		**$ 22.18**	**$ 23.29**	**$ 24.45**	**$ 25.68**	**$ 26.96**	
			Bi-Weekly		$ 1,774.36	$ 1,863.08	$ 1,956.24	$ 2,054.05	$ 2,156.75	
			Monthly		$ 3,844.45	$ 4,036.68	$ 4,238.51	$ 4,450.44	$ 4,672.96	
			Annually		$ 46,133.45	$ 48,440.13	$ 50,862.13	$ 53,405.24	$ 56,075.50	
Payroll Specialist	**UNREP**	**H**	**Hourly**		**$ 38.88**	**$ 40.82**	**$ 42.86**	**$ 45.01**	**$ 47.26**	
			Bi-Weekly		$ 3,110.26	$ 3,265.77	$ 3,429.06	$ 3,600.51	$ 3,780.54	
			Monthly		$ 6,738.89	$ 7,075.83	$ 7,429.63	$ 7,801.11	$ 8,191.16	
			Annually		$ 80,866.68	$ 84,910.01	$ 89,155.51	$ 93,613.29	$ 98,293.95	
Park Ranger	**UNREP**	**H**	**Hourly**		**$ 38.74**	**$ 40.68**	**$ 42.71**	**$ 44.85**	**$ 47.09**	
			Bi-Weekly		$ 3,099.17	$ 3,254.13	$ 3,416.84	$ 3,587.68	$ 3,767.06	
			Monthly		$ 6,714.87	$ 7,050.61	$ 7,403.14	$ 7,773.30	$ 8,161.96	
			Annually		$ 80,578.42	$ 84,607.35	$ 88,837.71	$ 93,279.60	$ 97,943.58	
Permit Technician	**UNREP**	**H**	**Hourly**		**$ 31.04**	**$ 32.59**	**$ 34.22**	**$ 35.93**	**$ 37.73**	
			Bi-Weekly		$ 2,483.20	$ 2,607.36	$ 2,737.73	$ 2,874.62	$ 3,018.35	
			Monthly		$ 5,380.27	$ 5,649.28	$ 5,931.75	$ 6,228.34	$ 6,539.75	
			Annually		$ 64,563.24	$ 67,791.40	$ 71,180.97	$ 74,740.02	$ 78,477.02	

City of Oakley
Master Salary Schedule
All Positions
Effective February 13, 2024

Position	Unit	Hourly/Salary	Frequency	Step AA	Step A	Step B	Step C	Step D	Step E	Step F
Planning Manager	**UNREP**	**S**	**Hourly**		**$ 72.25**	**$ 75.87**	**$ 79.66**	**$ 83.64**	**$ 87.82**	
			Bi-Weekly		$ 5,780.20	$ 6,069.21	$ 6,372.67	$ 6,691.30	$ 7,025.87	
			Monthly		$ 12,523.76	$ 13,149.95	$ 13,807.45	$ 14,497.82	$ 15,222.71	
			Annually		$ 150,285.12	$ 157,799.37	$ 165,689.34	$ 173,973.81	$ 182,672.50	
Police Chief	**Contract**	**S**	**Hourly**						**$ 114.96**	
			Bi-Weekly						$ 9,196.62	
			Monthly						$ 19,926.00	
			Annually						$ 239,112.00	
Police Lieutenant	**UNREP**	**S**	**Hourly**		**$ 74.95**	**$ 78.70**	**$ 82.64**	**$ 86.77**	**$ 91.11**	**$ 95.66**
			Bi-Weekly		$ 5,996.25	$ 6,296.06	$ 6,610.86	$ 6,941.41	$ 7,288.48	$ 7,652.90
			Monthly		$ 12,991.87	$ 13,641.46	$ 14,323.54	$ 15,039.71	$ 15,791.70	$ 16,581.28
			Annually		$ 155,902.45	$ 163,697.57	$ 171,882.45	$ 180,476.57	$ 189,500.40	$ 198,975.42
Police Officer	**OPOA**	**H**	**Hourly**	**48.23**	**$ 50.64**	**$ 53.17**	**$ 55.83**	**$ 58.62**	**$ 61.55**	**$ 64.63**
			Bi-Weekly	$ 3,858.13	$ 4,051.04	$ 4,253.59	$ 4,466.27	$ 4,689.59	$ 4,924.06	$ 5,170.27
			Monthly	$ 8,359.29	$ 8,777.25	$ 9,216.12	$ 9,676.92	$ 10,160.77	$ 10,668.81	$ 11,202.25
			Annually	$ 100,311.47	$ 105,327.04	$ 110,593.39	$ 116,123.06	$ 121,929.21	$ 128,025.68	$ 134,426.96
Police Records Assistant	**UNREP**	**H**	**Hourly**		**$ 28.18**	**$ 29.59**	**$ 31.07**	**$ 32.62**	**$ 34.25**	
			Bi-Weekly		$ 2,254.16	$ 2,366.87	$ 2,485.22	$ 2,609.48	$ 2,739.95	
			Monthly		$ 4,884.02	$ 5,128.22	$ 5,384.64	$ 5,653.87	$ 5,936.56	
			Annually		$ 58,608.28	$ 61,538.69	$ 64,615.63	$ 67,846.41	$ 71,238.73	
Police Records Supervisor	**UNREP**	**S**	**Hourly**		**$ 41.03**	**$ 43.08**	**$ 45.24**	**$ 47.50**	**$ 49.87**	
			Bi-Weekly		$ 3,282.49	$ 3,446.61	$ 3,618.94	$ 3,799.89	$ 3,989.88	
			Monthly		$ 7,112.05	$ 7,467.66	$ 7,841.04	$ 8,233.09	$ 8,644.75	
			Annually		$ 85,344.65	$ 89,611.88	$ 94,092.47	$ 98,797.10	$ 103,736.95	
Police Sergeant	**OPOA**	**H**	**Hourly**		**$ 60.64**	**$ 63.67**	**$ 66.86**	**$ 70.20**	**$ 73.71**	**$ 77.39**
			Bi-Weekly		$ 4,851.28	$ 5,093.84	$ 5,348.54	$ 5,615.96	$ 5,896.76	$ 6,191.60
			Monthly		$ 10,511.11	$ 11,036.66	$ 11,588.50	$ 12,167.92	$ 12,776.32	$ 13,415.13
			Annually		$ 126,133.28	$ 132,439.94	$ 139,061.94	$ 146,015.04	$ 153,315.79	$ 160,981.58
Police Services Assistant	**UNREP**	**H**	**Hourly**		**$ 31.58**	**$ 33.16**	**$ 34.81**	**$ 36.55**	**$ 38.38**	
			Bi-Weekly		$ 2,526.12	$ 2,652.42	$ 2,785.04	$ 2,924.30	$ 3,070.51	
			Monthly		$ 5,473.26	$ 5,746.92	$ 6,034.26	$ 6,335.98	$ 6,652.78	
			Annually		$ 65,679.06	$ 68,963.02	$ 72,411.17	$ 76,031.72	$ 79,833.31	
Property & Evidence Technician	**UNREP**	**S**	**Hourly**		**$ 34.07**	**$ 35.77**	**$ 37.56**	**$ 39.44**	**$ 41.41**	
			Bi-Weekly		$ 2,725.46	$ 2,861.73	$ 3,004.82	$ 3,155.06	$ 3,312.81	
			Monthly		$ 5,905.17	$ 6,200.42	$ 6,510.44	$ 6,835.97	$ 7,177.77	
			Annually		$ 70,861.98	$ 74,405.08	$ 78,125.33	$ 82,031.60	$ 86,133.18	
Public Works Director/City Engineer	**UNREP**	**S**	**Hourly**		**$ 86.05**	**$ 90.35**	**$ 94.87**	**$ 99.62**	**$ 104.60**	
			Bi-Weekly		$ 6,884.13	$ 7,228.34	$ 7,589.75	$ 7,969.24	$ 8,367.70	
			Monthly		$ 14,915.62	$ 15,661.40	$ 16,444.47	$ 17,266.69	$ 18,130.02	
			Annually		$ 178,987.38	$ 187,936.75	$ 197,333.59	$ 207,200.27	$ 217,560.28	
Public Works Inspector	**UNREP**	**H**	**Hourly**		**$ 42.64**	**$ 44.77**	**$ 47.01**	**$ 49.36**	**$ 51.83**	
			Bi-Weekly		$ 3,411.23	$ 3,581.79	$ 3,760.88	$ 3,948.92	$ 4,146.37	
			Monthly		$ 7,390.99	$ 7,760.54	$ 8,148.57	$ 8,556.00	$ 8,983.80	
			Annually		$ 88,691.90	$ 93,126.49	$ 97,782.82	$ 102,671.96	$ 107,805.56	

City of Oakley
Master Salary Schedule
All Positions
Effective February 13, 2024

Position	Unit	Hourly/Salary	Frequency	Step AA	Step A	Step B	Step C	Step D	Step E	Step F
Public Works Maintenance Foreman	**UNREP**	**H**	**Hourly**		**$ 36.03**	**$ 37.83**	**$ 39.73**	**$ 41.71**	**$ 43.80**	
			Bi-Weekly		$ 2,882.57	$ 3,026.70	$ 3,178.03	$ 3,336.94	$ 3,503.78	
			Monthly		$ 6,245.57	$ 6,557.85	$ 6,885.74	$ 7,230.03	$ 7,591.53	
			Annually		$ 74,946.84	$ 78,694.18	$ 82,628.89	$ 86,760.33	$ 91,098.35	
Public Works Maintenance Manager	**UNREP**	**S**	**Hourly**		**$ 61.29**	**$ 64.36**	**$ 67.58**	**$ 70.96**	**$ 74.50**	
			Bi-Weekly		$ 4,903.54	$ 5,148.72	$ 5,406.16	$ 5,676.47	$ 5,960.29	
			Monthly		$ 10,624.35	$ 11,155.56	$ 11,713.34	$ 12,299.01	$ 12,913.96	
			Annually		$ 127,492.16	$ 133,866.77	$ 140,560.11	$ 147,588.12	$ 154,967.52	
Public Works Maintenance Supervisor	**UNREP**	**S**	**Hourly**		**$ 46.91**	**$ 49.25**	**$ 51.71**	**$ 54.30**	**$ 57.01**	
			Bi-Weekly		$ 3,752.47	$ 3,940.10	$ 4,137.10	$ 4,343.96	$ 4,561.16	
			Monthly		$ 8,130.36	$ 8,536.88	$ 8,963.72	$ 9,411.91	$ 9,882.50	
			Annually		$ 97,564.32	$ 102,442.54	$ 107,564.66	$ 112,942.90	$ 118,590.04	
Public Works Maintenance Worker	**UNREP**	**H**	**Hourly**		**$ 32.36**	**$ 33.98**	**$ 35.68**	**$ 37.46**	**$ 39.33**	
			Bi-Weekly		$ 2,588.69	$ 2,718.13	$ 2,854.03	$ 2,996.74	$ 3,146.57	
			Monthly		$ 5,608.83	$ 5,889.28	$ 6,183.74	$ 6,492.93	$ 6,817.57	
			Annually		$ 67,306.01	$ 70,671.31	$ 74,204.88	$ 77,915.12	$ 81,810.87	
Recreation & Events Coordinator	**UNREP**	**H**	**Hourly**		**$ 32.83**	**$ 34.47**	**$ 36.20**	**$ 38.01**	**$ 39.91**	
			Bi-Weekly		$ 2,626.62	$ 2,757.95	$ 2,895.85	$ 3,040.65	$ 3,192.68	
			Monthly		$ 5,691.02	$ 5,975.57	$ 6,274.35	$ 6,588.06	$ 6,917.47	
			Annually		$ 68,292.21	$ 71,706.82	$ 75,292.17	$ 79,056.77	$ 83,009.61	
Recreation Manager	**UNREP**	**S**	**Hourly**		**$ 54.11**	**$ 56.81**	**$ 59.66**	**$ 62.64**	**$ 65.77**	
			Bi-Weekly		$ 4,328.71	$ 4,545.15	$ 4,772.41	$ 5,011.03	$ 5,261.58	
			Monthly		$ 9,378.88	$ 9,847.82	$ 10,340.22	$ 10,857.23	$ 11,400.09	
			Annually		$ 112,546.56	$ 118,173.89	$ 124,082.58	$ 130,286.71	$ 136,801.05	
Senior Permit Technician	**UNREP**	**H**	**Hourly**		**$ 36.14**	**$ 37.95**	**$ 39.84**	**$ 41.84**	**$ 43.93**	
			Bi-Weekly		$ 2,891.10	$ 3,035.66	$ 3,187.44	$ 3,346.81	$ 3,514.16	
			Monthly		$ 6,264.06	$ 6,577.26	$ 6,906.13	$ 7,251.43	$ 7,614.00	
			Annually		$ 75,168.72	$ 78,927.16	$ 82,873.51	$ 87,017.19	$ 91,368.05	
*Per contract is effective July 1, 2023										
City Council Member	**Elected**		**Monthly**						**$ 456.75**	
Police Service Assistant	**Part Time**	**H**	**Hourly**		**$ 31.58**				**$ 38.38**	
Recreation Leader	**Part Time**	**H**	**Hourly**		**$ 17.88**				**$ 20.35**	
Recreation Aide	**Part Time**	**H**	**Hourly**		**$ 16.25**				**$ 18.50**	
Senior Recreation Leader	**Part Time**	**H**	**Hourly**		**$ 19.67**				**$ 22.39**	
Police Officer Trainee	**Limited Term**	**H**	**Hourly**		**$ 38.00**					
Recreation Leader	**Seasonal**	**H**	**Hourly**		**$ 17.88**				**$ 20.35**	
Recreation Aide	**Seasonal**	**H**	**Hourly**		**$ 16.25**				**$ 18.50**	
Senior Recreation Leader	**Seasonal**	**H**	**Hourly**		**$ 19.67**				**$ 22.39**	

Police Officer Trainee

Classification: Limited Term At-Will
FLSA Designation: Non-Exempt
Department: Police
Last Updated: March 2024

Class specifications are intended to present a descriptive list of the range of duties performed by employees in the class. Specifications are not intended to reflect all duties performed within the job.

SUMMARY DESCRIPTION

The Police Officer Trainee is a non-sworn position. Trainees attend a POST approved academy and upon successful graduation are appointed to the position of Police Officer. This is an outstanding opportunity for individuals with a desire to begin a career in law enforcement. Applicants should have the ability to learn and interpret laws, regulations, policies and procedures. Police Officer Trainees should have effective written and oral communication skills. Individuals assigned to this classification will be at-will employees and full time employment is dependent on completing all necessary training and testing required to become a Sworn Peace Officer.

ESSENTIAL DUTIES

The following duties are typical for this classification. Incumbents may not perform all of the listed duties and/or may be required to perform additional or different duties from those set forth below to address business needs and changing business practices.

- Attend a certified academy designed to provide an overview of the criminal justice system including knowledge of laws, police procedures, law enforcement techniques, first aid, and physical fitness.
- Undergoes training to develop an awareness of the functions and responsibilities of Police Officers and how they relate to field operations.
- Academy and field training includes activities such as:
    - Instruction on proper handling and firing of firearms.
    - Review of radio codes and applicable Penal Code sections.
    - Overview of the court system
    - Public contact skills including, but not limited to:

- Answering telephone calls and dispensing public information.
- Writing and editing police reports.
- Observing law enforcement activities such as maintenance of order, crime prevention, and protection of citizens and property.

QUALIFICATIONS

The following generally describes the knowledge and ability required to enter the job and/or be learned within a short period of time in order to successfully perform the assigned duties.

Knowledge of:

- Basic functions, principles, and practices of law enforcement agencies.
- Activities and programs of a municipal Police Department.
- Basic principles of record keeping.
- Techniques for providing a high level of customer service by effectively dealing with the public, vendors, contractors, and City staff.
- The structure and content of the English language, including the meaning and spelling of words, rules of composition, and grammar.
- Modern equipment and communication tools used for business functions and program, project, and task coordination.
- Computers and software programs (e.g., Microsoft software packages) to conduct, compile, and/or generate documentation.

Ability to:

- Learn basic functions, principles, and practices of law enforcement agencies.
- Learn police terminology and law enforcement codes.
- Understand, interpret, and apply all pertinent laws, codes, regulations, policies and procedures, and standards relevant to work performed.
- Learn and understand the organization and operation of the City and of outside agencies as necessary to assume assigned responsibilities.
- Independently organize work, set priorities, meet critical deadlines, and follow-up on assignments.
- Effectively use computer systems, software applications, and modern business equipment to perform a variety of work tasks.

- Communicate clearly and concisely, both orally and in writing, using appropriate English grammar and syntax.
- Use tact, initiative, prudence, and independent judgment within general policy, procedural, and legal guidelines.
- Establish, maintain, and foster positive and effective working relationships with those contacted in the course of work.

EDUCATION AND EXPERIENCE GUIDELINES

Any combination of education and experience that would likely provide the required knowledge and abilities is qualifying. A typical way to obtain the knowledge and abilities would be:

Education and Training: Equivalent to the completion of the twelfth grade.

Experience: Any experience to support the above job qualification and knowledge is highly desirable.

Licenses and Certificates: Possession of a valid California driver's license with a good driving record. Must pass a medical exam, psychological testing and a background investigation as required by P.O.S.T.

Applicants must be 20 ½ years of age at the time of application.

PHYSICAL DEMANDS AND WORKING ENVIRONMENT

The conditions herein are representative of those that must be met by an employee to successfully perform the essential functions of this job. The City will engage in a timely, good faith interactive process to identify reasonable accommodation to enable qualified individuals to perform the essential job functions.

Environment: Reactive emergency, natural or man-made disaster, and routine peace keeping environments with travel from site to site; the employee is regularly exposed to outside weather conditions; occasionally exposed to fumes or airborne particles, toxic or caustic chemicals, extreme cold, extreme heat, risk of electrical shock, risk of radiation, and vibration; exposed to potentially hostile environments; extensive public contact; the noise level in the work environment is usually moderate; however, the noise level is occasionally very loud due to sirens, firearm

training, etc.; incumbents required to work various shifts, including evenings and weekends.

Physical: Primary functions require sufficient physical ability to work in a law enforcement setting; an office setting; restrain or subdue individuals; walk, stand, sit, or run for prolonged periods of time; occasionally stoop, bend, kneel, crouch, reach, and twist; occasionally climb and balance; regularly push, pull, lift, and/or carry light to moderate weights; frequently lift and/or move moderate to heavy weights; occasionally lift and/or move heavy weights; operate office equipment including use of computer keyboard; requires a sense of touch, finger dexterity, and gripping with hands and fingers; ability to speak and hear to exchange information; ability to operate a vehicle to travel to various locations; ability to operate and use specialized law enforcement tools and equipment including guns and handcuffs; and to verbally communicate to exchange information. Must be cleared through a qualified medical exam and meet the requirements set by P.O.S.T.

Vision: See in the normal visual range with or without correction. Must be cleared through a qualified medical exam and meet the requirements set by P.O.S.T.

Hearing: Hear in the normal audio range with or without correction. Must be cleared through a qualified medical exam and meet the requirements set by P.O.S.T.

EMPLOYEE ACKNOWLEDGEMENT AND ACCEPTANCE

I acknowledge I have received and read my job description and understand and accept the responsibilities, qualifications, physical demands, and work environment this position requires.

Employee's Name (print)	*Employee's Signature*	*Date*
Supervisor Name (print)	*Supervisor's signature*	*Date*